# **SCHEDULE 20**

Land

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#### Land

#### Part 1

# Structures (excluding Minor Structures), Tunnels and Bridges and their Boundaries

The boundaries (both vertical and horizontal) of the Structures (excluding Minor Structures), Tunnels and Bridges shall be established according to the following principles:

- 1. A Bridge shall extend vertically upwards from the base of its foundations;
- A Bridge shall extend horizontally and vertically to the extent of all elements of the Bridge which are essential to the physical integrity of the Bridge;
- The extent of the Bridge shall include all features which contribute to the visual appearance, decoration or aesthetic appeal of the Bridge; and
- 4. The boundaries of the following classes of Structure (excluding Minor Structures), Tunnel or Bridge shall extend to include (but shall not be limited to) the following lists of elements with the intent that all elements of the Structure (excluding Minor Structures), Tunnel or Bridge required for its proper use and for the performance of the Services are included:
  - 4.1 Bridges:
    - 4,1,1 road bridge:
      - 4.1.1.1 road supporting structure;
      - 4.1.1.2 bridge deck movement joints and bearings;
      - 4.1.1.3 parapets;
      - 4.1.1.4 wing walls and retaining walls;
      - 4.1.1.5 water gates;
    - 4.1.2 pedestrian footbridge:

- 4.1.2.1 footbridge supporting structure;
- 4.1.2.2 ramps;
- 4.1.2.3 movement joints and bearings;
- 4.1.2.4 parapets.
- 4.2 Tunnels:
  - 4.2.1 tunnel wall and associated structures;
  - 4.2.2 tunnel portal;
  - 4.2.3 tunnel lighting and ducts;
  - 4.2.4 ventilation systems;
  - 4.2.5 fire suppression systems;
  - 4.2.6 drainage system including pumps;
  - 4.2.7 communications network and infrastructure;
  - 4.2.8 power supply including standby generators.
- 4.3 Structures (excluding Minor Structures):
  - 4.3.1 culvert:
    - 4.3.1.1 headwalls;
    - 4.3.1.2 access routes.
  - 4.3.2 subway or underpass:
    - 4.3.2.1 underpass ramps;
    - 4.3.2.2 movement joints.
  - 4.3.3 retaining wall:
    - 4.3.3.1 road supporting structure;

- 4.3.3.2 movement joints;
- 4.3.3.3 parapets;
- 4.3.3.4 wing walls and training walls.
- 4.3.4 all elements of environmental barriers (including noise attenuation barriers, screens and fences);
- 4.3.5 all elements of noise attenuation barriers, screens and fences, drainage tanks, lagoon walls, subway pumping stations, underpass pumping stations.

#### **SCHEDULE 20**

#### Land

#### Part 2

#### Reserved Areas

## 1. Service Provider's Obligations

The Service Provider shall:

- 1.1 not impede or restrict the Authority, the Authority's Representative and the Emergency Service Representative, from having access with vehicles and/or plant as it shall require to the Reserved Areas particularly in relation to Special Events, nor restrict those Reserved Areas which are car parks from being used as a car park by Third Parties;
- 1.2 not change the lock or the method of securing the Reserved Areas without giving the Authority, the Authority's Representative and the Emergency Service Representative the means of entering into the Reserved Area without contacting any other person;
- 1.3 ensure that during the performance of the Services no damage shall be caused to the Reserved Area Materials;
- 1.4 ensure that the condition of the land or the Structure (excluding Minor Structures) in which, or on which, the Reserved Area Materials are located does not result in any Loss of the Reserved Area Materials;
- 1.5 ensure that the Reserved Areas which are located within Structures (excluding Minor Structures) are waterproof and free from water ingress.

## 2. Impact of Core Investment Works/Services

2.1 Without prejudice to paragraph 1, the Service Provider shall give the Authority and the Authority's Representative at least one (1) Month's written notice prior to commencing any Core Investment Works or any of the Services which may result in the Service Provider being unable to comply fully with any of paragraph 1 of this Part 2 of schedule 20 (*Land*) during the period when such Core Investment Works or Services are in progress provided that any such notice shall fully describe:

- 2.1.1 the scope of the Core Investment Works or Services;
- 2.1.2 their likely impact upon the Reserved Areas and the Reserved Area Materials and in particular in relation to Special Events; and
- 2.1.3 the measures that the Service Provider intends to take to limit any breach of any of paragraph 1 including without limitation any proposed temporary relocation of the Reserved Area Materials at the Service Provider's cost, in order to ensure that there is no loss of the Reserved Area Materials and that the Authority has access to the Reserved Area Materials.
- 2.2 The Authority shall within ten (10) Business Days of the receipt of the Service Provider's notice under paragraph 2.1 either:
  - 2.2.1 confirm to the Service Provider in writing that the Service Provider's measures in its notice under paragraph 2.1 are agreed; or
  - 2.2.2 if the Authority is dissatisfied with the Service Provider's measures under paragraph 2.1 it shall give the Service Provider notice in writing that it is taking its own steps to safeguard the Reserved Area Materials during the period whilst the Core Investment Works or Services affect the relevant Reserved Area which may include without limitation the temporary removal of the Reserved Area Materials to another site at the Service Provider's cost.
- 2.3 If the Authority shall fail to give the Service Provider notice under paragraph 2.2, then the Service Provider shall be at liberty to implement the measures in its notice under paragraph 2.1 provided that:
  - 2.3.1 it shall keep the Authority informed of the progress of the Core Investment Works or the Services that affect the relevant Reserved Area and the progress of the implementation of the measures; and
  - 2.3.2 it shall ensure that there is no Loss of the Reserved Area Materials and that the Authority has access to the Reserved Area Materials.
- 2.4 If the Authority shall inform the Service Provider under paragraph 2.2.2 that it will remove the Reserved Area Materials then the Authority shall ensure that the Reserved Area Materials are removed from the Reserved Area by the time specified in the Service Provider's notice under paragraph 2.1 or such later date as may be agreed.

## 3. Authority's Obligations

The Authority shall:

- 3.1 pay all outgoings, including, without limitation, national non-domestic rates in respect of its occupation of the Reserved Areas;
- 3.2 not change the lock or the method of securing the Reserved Areas without giving the Service provider the means of entering into any Reserved Area without contacting any other person;
- 3.3 ensure that the condition of the land or the structure in which, or on which, the Reserved Area Materials are located is not damaged by the Reserved Area Materials; and
- 3.4 give the Service Provider written notice of any material change in the nature of the Reserved Area Materials in a Reserved Area.

## 4. Off Street Parking Area

- 4.1 The Authority shall permit the Service Provider to occupy the following off street parking areas which are situated beneath highway structures namely:-
  - 4.1.1 Navigation Street car park;
  - 4.1.2 Hockley Flyover car park;
  - 4.1.3 Dudley Street car park; and
  - 4.1.4 Rubery Flyover car park;

which are termed "Off Street Parking Areas" subject to the terms of this paragraph 4.

- 4.2 The Service Provider shall give the Authority's Highways Property & Projects Manager ("Property & Projects Manager") a written notice addressed to Mr B Wilde, Property & Projects Manager, Parking Services, Birmingham City Council, 4th Floor (4/6/C), 1 Lancaster Circus, Queensway, Birmingham B4 7DQ setting out:
  - 4.2.1 The Off Street Parking Area affected;

- 4.2.2 The number of parking spaces to be taken out of use or made inaccessible;
- 4.2.3 A plan setting out precisely the area required;
- 4.2.4 Details of the Core Investment Works or the Services which such use will facilitate;
- 4.2.5 The proposed commencement date of the Core Investment Works or the Services as appropriate;
- 4.2.6 The estimated completion date of the Core Investment Works or the Services as appropriate;
- 4.2.7 A risk assessment and Method Statement for the Core Investment Works or the Services as appropriate.
- 4.3 The Property & Projects Manager shall inform the Service Provider within five (5)
  Business Days as to whether the proposals set out in the Service Provider's notice
  under paragraph 4.2 are accepted, or if not the terms under which the Property &
  Project Manager is able to permit such access and occupation, including such access
  arrangements as may reasonably be specified by the Property & Projects Manager.
- 4.4 The Service Provider shall compensate the Authority for the use of parking revenue for the area for which access is given by the Property & Project Manager or for the period of occupation (whichever is the greater) at the rate charged from time to time by the Authority to users of the Off Street Parking Areas. The rates charged as at February 2008 are:-

Off Street Parking Area	Day of Week	Full Daily Rate	
Dudley Street	Monday to Saturday	£7.50	
	Sunday	£2.50	
N	Monday to Saturday	£12.50	
Navigation Street	Sunday	£6.30	
	Monday to Saturday	£2.30	
Hockley Flyover	Sunday	No charge	

If the occupation by the Service Provider is for less than one (1) day, the Service Provider shall pay the full daily rate for such day.

# 5. Reserved Areas Table

The following are Reserved Areas:

	RESERVED AREAS TABLE				
NO la	AVOCANTONEOR  AND AND AND A  AND AND AND A  AND AND AND A  AND AND AND A  ASton Bridge	(C) MAIN (WAL,  (O) PROBLEM (O) AND	ANIOA(O):  ANIOA( ANIOA(  1163 square	HOSPRAMON AND MANESS MANESS Building and	arthreas.
Ta Ta	07804	Street between Aston Brook and St Phillips Street, Aston; located between south-west abutment of Aston Bridge and Aston Expressway	metres	repair materials. Minor repair materials	444.)
lb	Aston Bridge 07804	Large store within south abutment of Aston Bridge, adjacent to yard in la above and right of entrance		Electrical items, City Centre materials, Traffic Signals, street furniture	4445
1c	Aston Bridge 07804	Small store within north part of south abutment of Aston Bridge, adjacent to yard in 1a above and left of entrance		City Centre street furniture	4445
2a	Hocktey Flyover 07518A	Store within north abutment of Hockley Flyover, Soho Hill, Hockley	613 square metres	City Centre Management items:- Christmas decorations, Polling booth boxes	4448
2b	Hockley Flyover 07518A	Store within south abutment of Hockley Flyover, Hockley Hill, Hockley	758 square metres	German Market stalls, Christmas decorations, Lamp columns Traffic signals and boxes	4443
3	Suffolk Street	Former control room within north		Christmas decorative	4444

RESERVED AREAS TABLE					
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	Viaduct 07911 C & E	abutment of Suffolk Street Flyover		lights	
4a	Lancaster Flyover 07907C	Store for materials within north abutment of Lancaster Flyover (1)		No materials at present.	4879/4878
4b	Lancaster Flyover 07907C	Store within south abutment of Lancaster Flyover (2)		General structure repair materials	4879/4878
5a	Rubery Flyover 07502	Within east abutment of Rubery Flyover		Closed public conveniences	No number
5b	Rubery Flyover 07502	Within west abutment of Rubery Flyover		MEB Switch Room & Redundant deck heating equipment room	4876
6a	Walsall Road Flyover 07714	North abutment, Abutment Room		Minor electrical equipment	0229/07714
бь	Walsali Road Flyover 07714	North abutment, Centre Room		Switch gear	0229/07714
6c	Walsall Road Flyover 07714	North abutment, North Store Room		Minor electrical equipment	0229/07714
6d	Walsall Road Flyover 07714	South abutment, Abutment Room		No materials at present	0229/07714
6e	Walsall Road Flyover 07714	South abutment, Switch Room		Switch gear	0229/07714
7a	Trinity Road Flyover 07708	North abutment		Switch gear	0229/07708

	RESERVED AREAS TABLE				
ITEM NO	SIGNAL BELLEVILLE	(1976) 1976 (1976)	RESERVED AREA AREA AREA	ANTARANA ANTARAN ANTARANA TERROPORTANANA	(12,47) (12,47) (13,47) (14,47
7ь	Trinity Road Flyover 07708	South abutment		Switch gear	0229/07708

