

SCHEDULE 24

Third Party Undertakings

THIRD PARTY UNDERTAKINGS								
ITEM NO.	THIRD PARTY UNDERTAKING	DETAILS OF TRANSACTION	DOCUMENT REFERENCE NUMBER IN DATA ROOM	RETAINED OBLIGATIONS	RETAINED RIGHTS	DELEGATED OBLIGATIONS	DELEGATED RIGHTS	
1.	Agreement between (1) British Railways Board; and (2) County Council of the West Midlands dated 7.11.1985	Agreement to finance construction of railway bridge (Sandy Lane, Bordesley, Bridge). The Authority is the successor of the West Midlands County Council in respect of this agreement. Sandy Lane is now Bordesley, Middleway Bridge No: 05191	0405	Clause 2 Clause 5 Clause 6 Clause 8 Clause 9 Clause 10 Clause 11 Clause 12 Clause 14 (2) Clause 15 Clause 16 Clause 19 Clause 20	Clause 3 Clause 4 Clause 7 Clause 13 Clause 15	Clause 17 (Restriction as to lighting of road) Clause 18 (Restriction as to road repairs)		
2.	Agreement between (1) British Railways Board; and (2) Authority Council dated 25.7.1989	Agreement to finance reconstruction of railway bridge (Icknield Street Bridge). Bridge No: 05103	0406	Clause 5 Clause 7 Clause 9 Clause 10 Clause 11 Clause 12 Clause 13 Clause 14 Clause 17 Clause 19 Clause 22 Clause 23	Clause 2 Clause 3 Clause 4 Clause 6 Clause 8 Clause 15 Clause 16	Clause 18 (Highway Closure) Clause 20 (Restriction as to lighting of road) Clause 21 (Restriction as to road repairs.)		

THIRD PARTY UNDERTAKINGS							
ITEM NO.	THIRD PARTY UNDERTAKING	DETAILS OF TRANSACTION	DOCUMENT REFERENCE NUMBER IN DATA ROOM	RETAINED OBLIGATIONS	RETAINED RIGHTS	DELEGATED OBLIGATIONS	DELEGATED RIGHTS
3.	Agreement between (1) Authority; and (2) The Highways Agency dated October 2004	Scoot Control Service Level Agreement - M42 Junction 6 Traffic Signals	0407		Clause 2.4 (in respect of right to terminate)	Clause 2.1 Clause 2.3 Clause 2.4 (in respect of Scoot System Maintenance Costs) Clauses 3.1 to 3.10 inclusive.	
4.	Agreement between (1) Aston Villa Football Club Ltd; and (2) Birmingham City Council	Agreement relating to the maintenance of street lamps on Trinity Road Stand, Aston Villa Football Club, Birmingham	0332		Clause 6.2 Clause 8.0 Clause 9.0 Clause 12.0	Clause 3.3	Clause 3.1 Clause 3.2 Clause 4.0 Clause 5.0 Clause 6.1 Clause 7.0 Clause 10.1 Clause 10.2 Clause 10.3
5.	Agreement between (1) The Authority; and (2) Birmingham Mailbox Limited dated 4 May 1999	Licence under Sections 44 & 142 Highways Act 1980 to maintain land at Severn Street	0394	Clause 20.	Clause 5.9 Clause 5.10	Clause 4.0 Clause 5.1 Clause 5.3	Clause 3.0 Clause 5.2 Clause 5.4 Clause 5.5 Clause 5.6 Clause 5.7 Clause 5.8

THIRD PARTY UNDERTAKINGS

ITEM NO.	THIRD PARTY UNDERTAKING	DETAILS OF TRANSACTION	DOCUMENT REFERENCE NUMBER IN DATA ROOM	RETAINED OBLIGATIONS	RETAINED RIGHTS	DELEGATED OBLIGATIONS	DELEGATED RIGHTS
6.	Agreement between (1) Railtrack PLC; and (2) The Authority dated 16 February 1996	Agreement for the assessment of the load carrying capacity of road bridges owned by Railtrack dated 16 February 1996	0408	Clause 4 Clause 7.1 Clause 7.2 Clause 7.3 Clause 7.4	Clause 6.2.1.4 Clause 7.5	Clause 5.2 Clause 6.2.2 Clause 6.3.1 Clause 9.3	Clause 2 Clause 3.2 Clause 3.3 Clause 3.4 Clause 3.5 Clause 5.1 Clause 5.3 Clause 6.1 Clause 6.2.1.3 Clause 6.3 Clause 6.3.2.1 Clause 6.3.2.2 Clause 8.1 Clause 8.2 Clause 8.3 Clause 9.1 Clause 9.2
7.	Agreement between (1) British Railways Board; and (2) The Authority dated 26 November 1963	Agreement to finance partial reconstruction of Bridge at Great Charles Street, Birmingham – Queensway, Bridge No:05077	0409	Clause 5 Clause 9 Clause 10 Clause 11 Clause 12 Clause 13 Clause 16 Clause 17 Clause 21	Clause 2 Clause 3 Clause 4 Clause 6 Clause 7 Clause 8 Clause 9 (2) Clause 9 (3) Clause 13	Clause 18 (restriction as to lighting of road) Clause 19 (restriction as to road repairs)	Clause 15 Clause 20 (Final 7 lines starting with the words "Provided that the Board shall as soon as they give notice")

THIRD PARTY UNDERTAKINGS							
ITEM NO.	THIRD PARTY UNDERTAKING	DETAILS OF TRANSACTION	DOCUMENT REFERENCE NUMBER IN DATA ROOM	RETAINED OBLIGATIONS	RETAINED RIGHTS	DELEGATED OBLIGATIONS	DELEGATED RIGHTS
					Clause 14 Clause 22	Clause 20 (Part only.) (1 st 6 lines prior to the words "Provided that the Board shall as soon as they have given notice")	
8.	Agreement between (1) British Railway Board; and (2) The Authority dated 9 April 1964	Agreement to finance and reconstruction and lengthening of bridge over Great Charles Street, Birmingham – Bridge No.:05077	0410	Clause 4 Clause 5 Clause 9 Clause 10 Clause 11 Clause 12 Clause 13 Clause 16 Clause 17 Clause 20 Clause 21 Clause 23	Clause 2 Clause 3 Clause 6 Clause 7 Clause 8 Clause 14 Clause 22	Clause 18 (restriction as to road repairs) Clause 19 (Liberty to Board to disturb road)	Clause 15 (Board to maintain the reconstructed bridge)
9.	Agreement between (1) British Railways Board; and (2) The Authority	Agreement to finance reconstruction of bridge at Birchfield Road, Perry Barr Station	0411	Clause 3 Clause 7 Clause 8	Clause 9	Clause 4 (Maintenance of certain works by corporation)	Clause 2 (Board to maintain the reconstructed bridge) Clause 6 (Part

THIRD PARTY UNDERTAKINGS

ITEM NO.	THIRD PARTY UNDERTAKING	DETAILS OF TRANSACTION	DOCUMENT REFERENCE NUMBER IN DATA ROOM	RETAINED OBLIGATIONS	RETAINED RIGHTS	DELEGATED OBLIGATIONS	DELEGATED RIGHTS
	dated 18 January 1968	Bridge No 05028				Clause 5 (restriction as to lighting of road) Clause 6 (Part only) (1 st 8 lines prior to the words "Provided that the Board shall make good or defray the cost of making")	only) (Final 3 lines starting with the words "Provided that the Board shall make good or defray the cost of making")
10.	Agreement between (1) British Transport Commission; and (2) The Authority dated 29 December 1955	Agreement to finance construction of subway for pedestrians under Aston & Sutton Coldfield line adjacent to Bridge No. 5 – Bridge No:05197 Slade Road	0412	Clause 6 Clause 7 Clause 8 Clause 9 Clause 10 Clause 11 Clause 12 (Part only) (Lines 3-9 starting with the words "Provided that twelve months after" and finishing	Clause 2 Clause 3 Clause 4 Clause 5	Clause 13 (in respect of the maintenance of the pavement and the maintenance of the lighting and the obligation to keep the subway properly lit)	Clause 12 (Part only) (1 st 3 lines prior to the words "Provided that twelve months after") (Final 4 lines starting with the words "Provided that the Corporation may at any time discharge their

THIRD PARTY UNDERTAKINGS								
ITEM NO.	THIRD PARTY UNDERTAKING	DETAILS TRANSACTION	OF	DOCUMENT REFERENCE NUMBER IN DATA ROOM	RETAINED OBLIGATIONS	RETAINED RIGHTS	DELEGATED OBLIGATIONS	DELEGATED RIGHTS
					with the words "calculated in accordance with Appendix III to this Agreement") Clause 14 (Part only) (Final 4 lines starting with the words "and the Corporation shall pay to the Commission")			liability") Clause 14 (Part only) (1 st 5 lines prior to the words "and the Corporation shall pay to the Commission")
11.	Agreement between (1) The British Transport Commission; and (2) The Authority dated 12 March 1957	Grant of easement to use as a public footpath a subway under the Aston and Sutton Coldfield Railway line adjacent to Bridge No. 05197 Slade Road		0413				Clause 1
12.	Agreement between (1) The Authority; and (2) Bull Ring No. 1	Licence under Section 177 Highways Act 1980		0414	Clause 2.1	Clause 2.2 Clause 2.3 Clause 2.4 Clause 4.1		Clause 5.1 Clause 5.2 Clause 6 Clause 7.1

THIRD PARTY UNDERTAKINGS							
ITEM NO.	THIRD PARTY UNDERTAKING	DETAILS OF TRANSACTION	DOCUMENT REFERENCE NUMBER IN DATA ROOM	RETAINED OBLIGATIONS	RETAINED RIGHTS	DELEGATED OBLIGATIONS	DELEGATED RIGHTS
	Limited and Bull Ring No. 2 Limited dated 14 October 1999				Clause 4.2 Clause 12 Clause 14		Clause 7.2 Clause 7.3 Clause 8 Clause 9.1 Clause 10 Clause 11.1

THIRD PARTY UNDERTAKINGS

ITEM NO.	THIRD PARTY UNDERTAKING	DETAILS OF TRANSACTION	DOCUMENT REFERENCE NUMBER IN DATA ROOM	RETAINED OBLIGATIONS	RETAINED RIGHTS	DELEGATED OBLIGATIONS	DELEGATED RIGHTS
13.	Agreement between (1) Railtrack PLC and (2) The Authority dated 14 October 2002	Agreement in respect of the reconstruction of a bridge number TSB/1 over the railway at Warwick Road, Birmingham Bridge No: 05223	0415	Clause 4.2 Clause 5.1 Clause 5.2 Clause 5.4 Clause 8.1 Clause 8.2 Clause 8.3 Clause 9.3 Clause 9.4 Clause 9.5 Clause 9.6 Clause 9.7 Clause 9.8 Clause 13.1 Clause 14.1 Clause 15.1 (Part only) This obligation only applies after the completion of the Works)	Clause 2.1 Clause 3.1 Clause 4.1 Clause 9.3	Clause 11.1 (Council to maintain the road) Clause 12.1 (Restriction as to lighting of road) Clause 15.1 (New Roads and Street Works Act Procedures) (Except that this obligation shall not apply to the requirement to advise Railtrack on completion of the works)	Clause 10.1 Clause 10.2.
14.	Agreement between (1) British Railways Board; and	Agreement as to the reconstruction of a bridge under the railway at Duddleston.	0416	Clause 6 Clause 7 Clause 8 Clause 9	Clause 2 Clause 3 Clause 4 Clause 5	Clause 18 Clause 20	Clause 14 (2) Clause 19

THIRD PARTY UNDERTAKINGS

ITEM NO.	THIRD PARTY UNDERTAKING	DETAILS OF TRANSACTION	DOCUMENT REFERENCE NUMBER IN DATA ROOM	RETAINED OBLIGATIONS	RETAINED RIGHTS	DELEGATED OBLIGATIONS	DELEGATED RIGHTS
	(2) The Authority dated 8 September 1993			Clause 10 (1) Clause 10 (2) Clause 12 Clause 14 (3) Clause 14 (4) Clause 14 (5) Clause 15 Clause 16 Clause 17 (1) Clause 17 (2) Clause 17 (3)	Clause 10 (2) Clause 11 Clause 13 Clause 22		
15.	Agreement between (1) The British Railways Board; and (2) The Authority dated 12 January 1993	Agreement as to the reconstruction of a bridge under the railway at Aston Bridge No:05116	0417	Clause 6 Clause 7 Clause 8 Clause 9 Clause 10 (1) Clause 10 (2) Clause 11 Clause 12 Clause 14 (3) Clause 14 (4) Clause 14 (5) Clause 15 Clause 16 Clause 17	Clause 2 Clause 3 Clause 4 Clause 5 Clause 10 (2) Clause 13 Clause 22	Clause 18 Clause 20	Clause 14 (2) Clause 19
16.	Agreement between	Agreement as to a	0418	Clause 1	Clause 1	Clause 4	

THIRD PARTY UNDERTAKINGS								
ITEM NO.	THIRD PARTY UNDERTAKING	DETAILS OF TRANSACTION	DOCUMENT REFERENCE NUMBER IN DATA ROOM	RETAINED OBLIGATIONS	RETAINED RIGHTS	DELEGATED OBLIGATIONS	DELEGATED RIGHTS	
	(1) The British Transport Commission; and (2) The Authority dated 25 June 1955	footbridge over the Worcester and Birmingham Canal and property of the Commission at Kings Norton		Clause 2 Clause 3 Clause 5 (Part only) (This obligation relates only to the erection of the bridge and in respect of damage or injury to the Commission's Canal or property in erecting the bridge) Clause 6 Clause 10 Clause 15	Clause 13	Clause 5 (Part only) (This obligation relates only to the maintenance of the bridge and in respect of damage or injury to the Commission's Canal or property in the maintenance of the bridge) Clause 7 Clause 8 Clause 9		
17.	Agreement between (1) British Railway Board; and (2) The Authority dated 18 April 1989	Licence to maintain a footbridge over the Birmingham to Sutton Coldfield railway adjoining Bridge No. 03811 Erdington.	0419	Clause 1	Clause 2	Schedule Paragraph 2	Permission to maintain footbridge.	
18.	Agreement between	Licence to erect and	0420A	Clause 1	Clause 2	Schedule	Permission to	

THIRD PARTY UNDERTAKINGS

ITEM NO.	THIRD PARTY UNDERTAKING	DETAILS TRANSACTION	OF DOCUMENT REFERENCE NUMBER IN DATA ROOM	RETAINED OBLIGATIONS	RETAINED RIGHTS	DELEGATED OBLIGATIONS	DELEGATED RIGHTS
	(1) The British Transport Commission; and (2) The Authority dated 1 December 1960	maintain a footbridge over the Birmingham to Sutton Coldfield railway line adjoining Bridge No. 03811		Clause 5		Paragraph 2	maintain footbridge.
19.	Agreement between (1) The British Transport Commission; and (2) The Authority dated 8 January 1960	Construction and maintenance of a footbridge alongside Railway Bridge No. 03811 Erdington.	0421	Clause 2(a) to 2(c) Clause 2(f) Clause 3 Clause 4 Clause 8	Clause 5 Clause 7	Clause 2(d) (Corporation to maintain the footbridge) Clause 2(e) (As to lighting of footbridge)	Clause 6
20.	Agreement between (1) The British Transport Commission; and (2) The Authority dated 3 April 1963	Permission to attach lanterns to railway bridge near Birmingham Moor Street Station	0460	Clause 1 (1 st 6 lines ending "designated by you") Clause 2		Clause 1 (Final 2 lines starting "and afterwards maintain the same to the like satisfaction") Clause 4.	
21.	Agreement between	Agreement to finance	0461	Clause 3	Clause 1	Clause 4	Clause 4

THIRD PARTY UNDERTAKINGS								
ITEM NO.	THIRD PARTY UNDERTAKING	DETAILS TRANSACTION	OF	DOCUMENT REFERENCE NUMBER IN DATA ROOM	RETAINED OBLIGATIONS	RETAINED RIGHTS	DELEGATED OBLIGATIONS	DELEGATED RIGHTS
	(1) The Midland Railway Company; and (2) The Authority dated 5 September 1907	widening of bridge No:142 crossing Woodbridge Road, Moseley	No:142		Clause 5 Clause 7 Clause 9			Clause 6 Clause 8

