

Any parts of the form that are not typed should be completed in black ink and in block capitals.

If you need more room than is provided for in a panel, and your software allows, you can expand any panel in the form. Alternatively use continuation sheet CS and attach it to this form.

For information on how HM Land Registry processes your personal information, see our [Personal Information Charter](#).

1.	Title number(s) out of which the property is transferred: GM954236
2.	Other title number(s) against which matters contained in this transfer are to be registered or noted, if any: LA47750
3.	Property: Land at Rammon House, Portugal Street East, Manchester The property is identified ☒ on the attached Plan 1 and shown: coloured yellow and coloured green ☐ on the title plan(s) of the above titles and shown:
4.	Date:
5.	Transferor: TRANSPORT FOR GREATER MANCHESTER (formerly known as GREATER MANCHESTER PASSENGER TRANSPORT EXECUTIVE) <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: <u>For overseas companies</u> (a) Territory of incorporation: (b) Registered number in the United Kingdom including any prefix:
6.	Transferee for entry in the register: PORTUGAL STREET EAST LIMITED <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix:

For overseas companies

(a) Territory of incorporation: Jersey

(b) Registered number in the United Kingdom including any prefix:

7. Transferee's intended address(es) for service for entry in the register:

1. 42 Copperfield Street London SE1 0DY
2. C/o Aztec House 11-15 Seaton Place St Helier Jersey JE4 0QH]

8. The transferor transfers the property to the transferee

9. Consideration

- ☒ The transferor has received from the transferee for the property the following sum (in words and figures): Twenty Thousand Pounds (£20,000.00) exclusive of VAT
- ☐ The transfer is not for money or anything that has a monetary value
- ☐ Insert other receipt as appropriate:

10. The transferor transfers with

- ☒ full title guarantee other than that part of the Property shown coloured green on the attached plan in respect of which the Transferor gives no title guarantee and no covenants for title whether expressed or implied are given whether under the Law of Property (Miscellaneous Provisions) Act 1994 or otherwise and in respect of that part of the Property shown coloured yellow on the attached plan the Transferor's covenants for title are given subject to any unauthorised occupiers or trespassers on that part of the Property which will be the responsibility of the Transferee and the Transferee will have no claim against the Transferor as a result of any failure by the Transferor to obtain vacant possession of that part of the Property
- ☐ limited title guarantee

11. Declaration of trust. The transferee is more than one person and

- ☐ they are to hold the property on trust for themselves as joint tenants
- ☐ they are to hold the property on trust for themselves as tenants in common in equal shares
- ☐ they are to hold the property on trust:

12. Additional provisions

12.1. Definitions

In this transfer unless the context otherwise requires:

Access Area	the Easement Strip as defined in the Deed of Easement as the right to use the same may be determined in whole or in part in accordance with Schedule 5 of the Deed of Easement
Adjoining Land:	land owned and/or occupied and/or used by the Transferor required for the Metrolink System but excluding the land hereby transferred
Consents	any consent, approval, licence or permission of the local planning authority, any other competent authority, any insurer of the property or any other person needed for the exercise of the rights granted in this Transfer
Deed of Covenant:	a deed of covenant in favour of the Transferor or the owner or owners from time to time of the Retained Land or any part of it in the form of the draft deed of covenant in the Appendix to this transfer with such minor modifications as the Transferor may agree (such agreement not to be unreasonably withheld or delayed)
Deed of Easement	the Deed of Easement relating to land at Rammon House, Portugal Street East, Manchester dated of even date with this Transfer and made between Transport for Greater Manchester (1) and Portugal Street East Limited (2)
Disposal:	(a) an assent transfer or statutory vesting (b) the grant of a lease for a term of 50 years or more and (c) a transfer of the freehold interest excluding any Permitted Disposal
HS2	means the nominated undertaker appointed for the High Speed 2 planned speed railway
Legal Requirements	any requirement from time to time imposed by any statute, statutory instrument, code of practice, regulation, bye-law, order, rule or other instrument including (without limitation) those of any local or other competent authority irrespective of the person on whom the requirement is imposed
Metrolink Hazard Zone:	over 3.0 metres above the rails the hazard zone ends 3.0 metres out from the nearest rail; up to 3.0 metres above the rails the hazard zone ends 2.0 metres out from the nearest rail; and below ground the hazard zone ends 2.0 metres out from the nearest rail or such other distances as may from time to time be determined or laid down by the Transferor;
Metrolink System:	the light rapid transit system owned by and operated on behalf of the Transferor on the Adjoining Land which

includes without limitation all running tracks stops depots and other associated infrastructure

- Permitted Disposal:**
- (a) the grant of easements or rights, transfer, lease or dedication of any land to a utilities company for an electricity substation, gas governor, sewage or water pumping station, drainage balancing device or other similar matters for the provision of services or utilities
 - (b) the grant of easements or rights, transfer, lease or dedication to a local or other public authority pursuant to a requirement in an agreement or unilateral undertaking under section 106 of the Town and Country Planning Act 1990 and/or any other planning agreement
 - (c) the grant of easements or rights, transfer, lease or dedication to a highways authority to comply with highways requirements or in connection with the adoption or dedication of public highway
 - (d) the release of easements or rights relating to light or air which benefit the Property or any part of it
 - (e) the grant of any lease tenancy or transfer of an individual residential unit or any retail unit
 - (f) the grant of rights transfer lease or dedication of the whole or any part of the Property to HS2 or the exercise by HS2 of its statutory powers

Plan 1 the plan annexed to this Transfer and marked "Plan 1"

Plan 2 the plan annexed to this Transfer and marked "Plan 2"

Plan 3 the plan annexed to this Transfer and marked "Plan 3"

Plan 4 the plan annexed to this Transfer and marked "Plan 4"

Property: the property detailed in panel 3 of this transfer and each and every part of it

Retained Land: the property shown coloured purple on Plan 3 which forms part of title number GM954236 and each and every part of it

Service Apparatus: sewers drains channels pipes watercourses gutters wires cables ducts flues conduits laser optic fibres electronic data or impulse communication transmission or reception systems and other service conducting media and also manholes inspection chambers tanks soakaways and all apparatus used in connection with them

Services: water soil effluent gas fuel oil electricity telephone telephonic signals television visual audio fax electronic mail

data information communications and other services and supplies

Title Matters: the matters contained mentioned or referred to in the Property and Charges Registers of Title Number GM954236

Transferee's Adjoining Land the adjoining and neighbouring land owned or leased by the Transferee shown edged red on Plan 2 including part of the land within title number LA47750

Underground Service Media the underground service media to be constructed on the Transferee's Adjoining Land more particularly shown on Plan 4

Working Conditions: such safe operating procedures and reasonable conditions as the Transferor shall have notified to the Transferee in writing (to include (but not be limited to) the Working Safely near Metrolink brochure) and which the Transferor deems are reasonably necessary to impose from time to time to ensure the safe operation of the Metrolink System and the safety of person(s) engaged in carrying out the relevant works including (but not limited to) applicable provisions guidelines and requirements

12.2. Interpretation

- 12.2.1. In this transfer where the context so admits covenants by any party which comprises more than one person will be deemed to be joint and several and words importing persons will include firms companies and corporations and vice versa and where expressed in the singular will include the plural and vice versa and words of the masculine gender will include the feminine and neuter gender and vice versa.
- 12.2.2. Reference in this transfer to a clause or schedule are unless the context otherwise requires reference to a clause or schedule of this transfer and references to a paragraph are unless the context otherwise requires references to a paragraph of a schedule to this transfer.
- 12.2.3. References in this transfer to a statute or to a provision of a statute include any statute amending consolidating or replacing it for the time being in force.
- 12.2.4. The clause headings in this transfer are for convenience only and do not affect its interpretation.
- 12.2.5. The expressions "**Transferor**" and "**Transferee**" shall (unless expressly stated to the contrary) include the respective successors in title.

12.3. Rights granted for the benefit of the Property and the Transferee's Adjoining Land

There are granted out of the Access Area for the benefit of the Transferee its servants licensees and the tenants and occupiers for the time being of the Property and the Transferee's Adjoining Land and each and every part the following rights:

- 12.3.1. the right to enter the Access Area with or without vehicles plant and equipment (at the Transferee's expense and in a proper and workmanlike manner) to:



GENERAL NOTES:

Day Engineering Ltd accepts no responsibility for any third parties or claims arising from using this plan for any purpose other than that intended and approved by the Local Planning Authority.

1. All new drains, culverts and levels are to be checked on site before construction and any discrepancies reported to the Architect / Designer.
2. The proposed site is shown as a plan only. It is not intended to be used as a basis for any other design or construction work.
3. The plan is not to be used for any other purpose without the written consent of Day Engineering Ltd.
4. The plan is not to be used for any other purpose without the written consent of Day Engineering Ltd.
5. The plan is not to be used for any other purpose without the written consent of Day Engineering Ltd.

(PLAN 1)

Planning Application Boundary

Please note: this plan is a reference only and does not constitute a planning application. It is not to be used for any other purpose without the written consent of Day Engineering Ltd.

CLIENT			
RG GROUP / OLYMPIAN			
PROJECT			
The Fairfax Manchester			
DATE		BY	CHKD
DESCRIPTION			
TGM Land Plan			
SCALE	PROJECT	DATE	BY
1:250 @ A1	MG	TE	
PROJECT	DATE	BY	CHKD
1284-21	MG	TE	
PROJECT	DATE	BY	CHKD
A	01-007	A	

DAY

DAY ENGINEERING LTD
 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

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Planning Application Boundary

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MC

1. *What is the purpose of the study?*

0706-0004/01/0000-0000\$05.00/0

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Conclusion

Only

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1. **Introduction**

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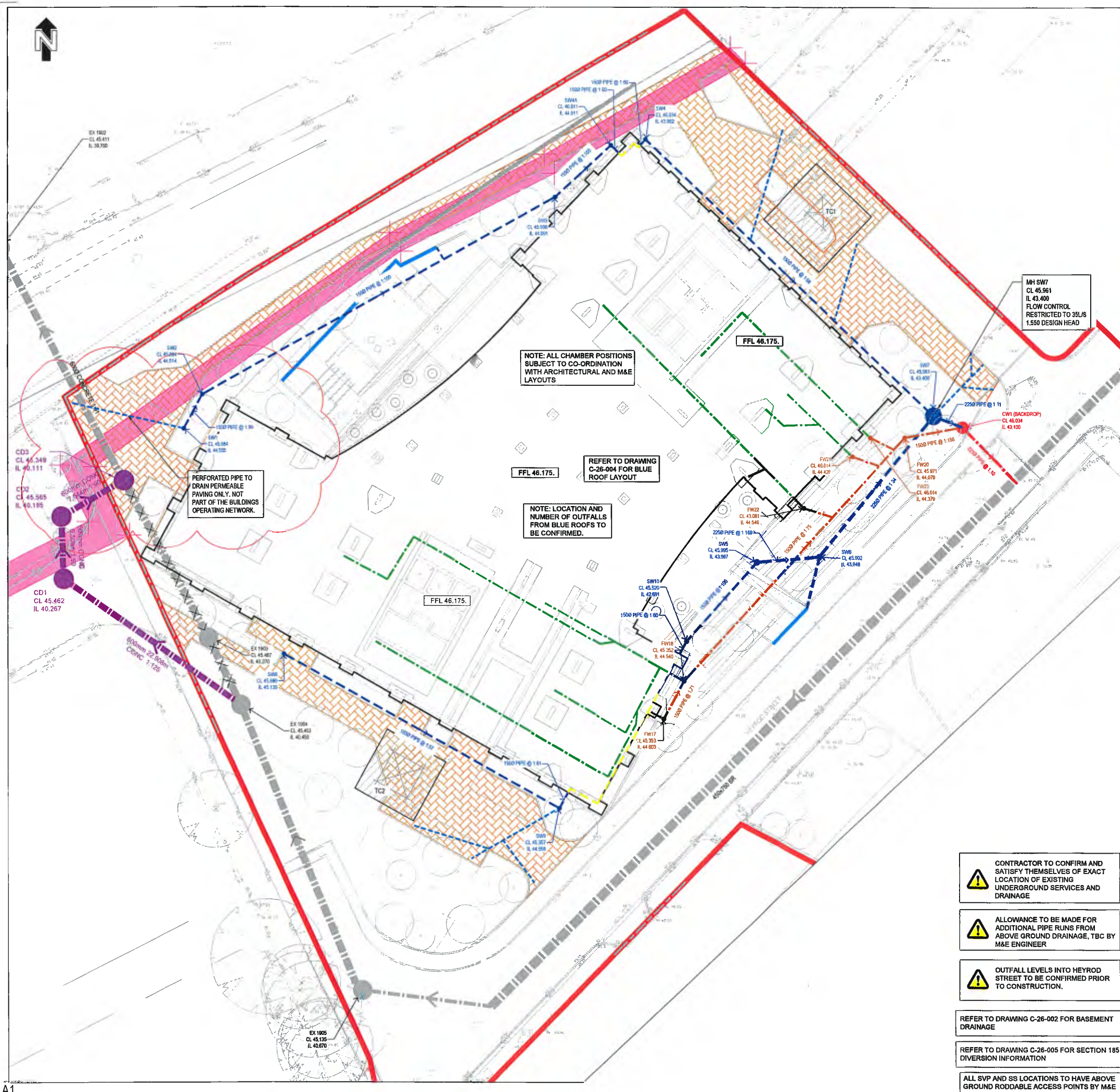
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10.1111/j.1365-3113.2011.04521.x

DAY

DAV Architectural Ltd.
Rudolf L. Lenzinger Building
77 Congress, Melbourne, Md
Maryland
19161-2473



LEGEND

- PLANNING BOUNDARY
- PROPOSED COMBINED SEWER EXISTING COMBINED SEWER TO BE REMOVED
- EXISTING COMBINED SEWER
- PROPOSED COMBINED SEWER DIVERSION
- PROPOSED FOUL DRAIN (TYPICALLY 1500 UNLESS NOTED OTHERWISE)
- PROPOSED FOUL DRAIN UNDERSLUNG AT GROUND FLOOR (DESIGNED BY M&E)
- PROPOSED SURFACE DRAIN TO RE-ENTER THE BUILDING (DESIGNED BY M&E)
- PROPOSED FOUL PRECAST CONCRETE MANHOLE
- PROPOSED FOUL POLYPROPYLENE INSPECTION CHAMBER
- PROPOSED SURFACE WATER PRECAST CONCRETE MANHOLE
- PROPOSED SURFACE WATER POLYPROPYLENE INSPECTION CHAMBER
- PROPOSED SURFACE WATER DRAIN (TYPICALLY 1500 UNLESS NOTED OTHERWISE)
- PROPOSED 10mm UPSTAND
- DRAINAGE CHANNEL
- PERMEABLE PAVING (TYPE C)
- PROPOSED PERFORATED PIPE
- RETAINING WALL SAFEGUARD AREA

- DRAINAGE NOTES:**
- ALL WORKS TO BE CONDUCTED IN STRICT ACCORDANCE WITH SPECIFICATION OF THE LOCAL AUTHORITY, BS8301 1985 & BS EN 752-1.
 - ALL PIPE RUNS NEAR BUILDINGS TO COMPLY WITH THE BUILDING REGULATIONS 2002 PART H1. WHERE A PIPE IS WITHIN 1M OF A FOUNDATION THE TRENCH SHALL BE FILLED WITH CLASS GEN3 CONCRETE UP TO THE LOWEST LEVEL OF THE FOUNDATION. WHERE THE TRENCH IS FURTHER THAN 1M FROM THE FOUNDATION, THE TRENCH SHALL BE FILLED WITH CLASS GEN3 CONCRETE TO A LEVEL BELOW THE LOWEST LEVEL FOR THE FOUNDATION EQUAL TO THE DISTANCE FROM THE FOUNDATION LESS 150MM. IN BOTH CASES THE PIPE SHALL BE BEDDED AND SURROUNDED IN 150MM THICK CLASS GEN3 CONCRETE.
 - WHERE PIPES, EXTERNAL TO THE STRUCTURES, HAVE A DEPTH TO SOFFIT FROM GROUND LEVEL OF LESS THAN 600mm THEY SHALL HAVE A CLASS GEN3 CONCRETE ENCASEMENT (150mm THICK).
 - WHERE A PIPE, UNDER A CARRIAGEWAY, HAS A DEPTH OF COVER OF LESS THAN 1.2m THE PIPE SHALL BE LAID IN A CLASS Z BEDDING.
 - WHERE PIPES ARE BEDDED AND SURROUNDED IN CONCRETE, FLEXIBLE JOINTS SHOULD BE PROVIDED. COMPRESSIBLE BOARDS (FIBREBOARD OR POLYSTYRENE) SHALL BE PROVIDED AT A MAXIMUM OF 8M CENTRES (COINCIDING WITH PIPE JOINTS). THE BOARDS SHALL BE PRE-CUT TO PIPE DIAMETER AND TO A HEIGHT AND WIDTH EQUAL TO THE CONCRETE CROSS SECTION. A BOARD THICKNESS OF 18mm FOR PIPES UP TO 450mm NOMINAL DIAMETER AND 35mm FOR PIPES OVER 450mm NOMINAL DIAMETER.
 - ALL PRIVATE BUILDING DRAINAGE SHALL BE CONSTRUCTED IN STRICT ACCORDANCE WITH BS EN 752-1.
 - UNLESS OTHERWISE SPECIFIED, BUILDING DRAINAGE TO BE 150mm INTERNAL DIAMETER.
 - MINIMUM GRADIENT FOR Ø100mm SURFACE DRAINAGE PIPES IS 1:80, AND Ø150mm IS 1:100.
 - MINIMUM GRADIENTS FOR FOUL DRAINAGE PIPES:
Ø100mm: 1:40 WHERE FLOW IS LESS THAN 1L/S, OR WHERE NO WCs ARE CONNECTED.
Ø100mm: 1:80 WHERE FLOW IS 1L/S OR GREATER, OR WHERE AT LEAST 1NO. WC IS CONNECTED.
Ø150mm: 1:125 WHERE FLOW IS LESS THAN 5L/S, OR WHERE UP TO 5NO. WCs ARE CONNECTED.
Ø150mm: 1:150 WHERE FLOW IS 5L/S OR GREATER, OR WHERE 5NO. OR MORE WCs ARE CONNECTED
 - ALL GULLIES NOT CONNECTED TO INSPECTION CHAMBERS ARE TO BE RODDABLE.
 - ALL GULLY CONNECTIONS OTHER THAN THOSE AT MANHOLES TO BE MADE VIA 'Y' JUNCTIONS.
 - GULLIES COINCIDENT WITH PEDESTRIAN DRIVE CROSSINGS TO HAVE PEDESTRIAN TYPE GULLY COVERS.
 - ALL ROAD GULLY CONNECTIONS TO BE 150mm DIAMETER AND ANY GULLY CONNECTIONS SUBJECT TO TRAFFIC LOADING TO HAVE CLASS Z BEDDING & SURROUND
 - ALL STUB STACKS TO BE FITTED WITH AIR ADMITTANCE VALVES WHERE BRANCH DRAIN EXCEEDS 12m EXCEPT AT THE HEAD OF THE RUN. SOIL VENT PIPES LOCATED AT THE HEAD OF A RUN TO BE INSTALLED WITH ROOF TILE VENT.
 - ALL CONNECTIONS TO BE MADE FROM SOFFIT TO SOFFIT UNLESS WERE NOTED OTHERWISE.
 - ALL MANHOLES SHALL BE WATERTIGHT.
 - TRENCH TEMPORARY FORMWORK IS REQUIRED TO ALL EXCAVATIONS EXCEEDING 1.2m DEPTH TO PROVIDE ADEQUATE SUPPORT AND STABILITY AT ALL TIMES.
 - SEWERS ARE TO BE CONSTRUCTED IN SINGLE SECTIONS BETWEEN MANHOLES ONLY. TRENCHES TO BE BACKFILLED PRIOR TO EXCAVATING THE SUCCEEDING SEWER RUN.
 - ALL CONCRETE AND CONCRETE PRODUCTS TO BE IN ACCORDANCE WITH BRE 363 FOR SULPHATES.

- CONTRACTOR TO CONFIRM AND SATISFY THEMSELVES OF EXACT LOCATION OF EXISTING UNDERGROUND SERVICES AND DRAINAGE
- ALLOWANCE TO BE MADE FOR ADDITIONAL PIPE RUNS FROM ABOVE GROUND DRAINAGE, TBC BY M&E ENGINEER
- OUTFALL LEVELS INTO HEYROD STREET TO BE CONFIRMED PRIOR TO CONSTRUCTION.
- REFER TO DRAWING C-26-002 FOR BASEMENT DRAINAGE
- REFER TO DRAWING C-26-005 FOR SECTION 185 DIVERSION INFORMATION
- ALL SVP AND SS LOCATIONS TO HAVE ABOVE GROUND RODDABLE ACCESS POINTS BY M&E

GENERAL NOTES

- THIS DRAWING IS TO BE READ IN CONJUNCTION WITH ALL OTHER RELEVANT ARCHITECTS, ENGINEERS AND SPECIALISTS DRAWINGS TOGETHER WITH THE APPROPRIATE SPECIFICATIONS.
- IT IS THE CONTRACTORS RESPONSIBILITY TO CHECK ALL DIMENSIONS ON SITE. DIMENSIONS MUST NOT BE SCALED FROM THIS DRAWING. ANY DISCREPANCIES TO BE BROUGHT TO THE IMMEDIATE ATTENTION OF THE ARCHITECT IN WRITING.
- ALL DIMENSIONS ARE IN MILLIMETRES UNLESS NOTED OTHERWISE.
- ALL LEVELS ARE IN METRES, UNLESS NOTED OTHERWISE.

GENERAL NOTES

- THE WORKS SHALL BE IN ACCORDANCE WITH THE FOLLOWING SPECIFICATIONS, NATIONAL BUILDING SPECIFICATION (NBS) AND SEWERS FOR ADOPTION, 7TH EDITION & VOLUME 1 OF THE MANUAL OF CONTRACT DOCUMENTS FOR HIGHWAY WORKS.
- THIS DRAWING IS TO BE READ IN CONJUNCTION WITH ALL RELEVANT ENGINEERS DRAWINGS, ARCHITECTS DRAWINGS, MECHANICAL, AND ELECTRICAL DRAWINGS AND SPECIFICATIONS.
- THE LOCATION, LINE & LEVEL OF ALL KNOWN EXISTING BURIED SERVICE MAINS AND DRAINAGE PIPEWORK INDICATED ON THE DRAWINGS ARE APPROXIMATE AND FOR GUIDANCE PURPOSES ONLY. IT IS THE CONTRACTORS RESPONSIBILITY TO DETERMINE THEIR EXACT LINE & LEVEL, BY WAY OF HAND EXCAVATED TRIAL PITS, PRIOR TO THE COMMENCEMENT OF ANY EXCAVATION WORKS ON SITE. THE CONTRACTOR SHALL TAKE ALL NECESSARY PRECAUTIONS TO MAINTAIN THE STRUCTURAL INTEGRITY OF ALL ABOVE AND BELOW GROUND SERVICE MAINS / DRAINAGE INSTALLATIONS.
- THE CONTRACTOR MUST COMPLY WITH ALL CURRENT LEGISLATION RELATING TO HEALTH & SAFETY.
- THE MAIN CONTRACTOR IS RESPONSIBLE FOR THE DESIGN OF ALL TEMPORARY WORKS, AND IS ALSO RESPONSIBLE FOR THE SAFE MAINTENANCE AND STABILITY OF EXISTING BUILDINGS AT ALL TIMES.
- THE MAIN CONTRACTOR IS RESPONSIBLE FOR THE MITIGATION OF ALL OCCURRENCES OF GROUND WATER DURING THE CONSTRUCTION PERIOD.
- THE CONTRACTOR SHALL MAKE ALLOWANCE FOR RAISING / LOWERING ALL EXISTING ACCESS COVERS & FRAMES TO SUIT NEW FINISHED LEVELS.
- CONTRACTOR TO CONFIRM THE CONDITION OF THE EXISTING PIPES BEFORE REUSE. ANY PIPES THAT ARE BROKEN SHOULD BE LINED, REPAIRED OR REPLACED. ANY PIPES THAT ARE BLOCKED SHOULD BE CLEARED.
- ALL SOFT / HARD PAVED AREAS AFFECTED BY THE WORKS SHALL BE FULLY REINSTITATED UPON COMPLETION OF THE WORKS. ALL SURFACE MARKINGS DAMAGED BY THE WORKS SHALL BE FULLY REINSTITATED.
- ALL SURPLUS EXCAVATED MATERIAL SHALL BE DISPOSED OF OFF SITE.
- ALL LEVELS ARE TO ORDNANCE DATUM.
- CONTRACTOR TO CONFIRM THE LOCATION AND LEVEL OF ALL SERVICES, PRIOR TO COMMENCEMENT OF WORKS.
- CONTRACTOR TO CONFIRM THE CONNECTION TO EXISTING NETWORKS IS VIABLE, PRIOR TO COMMENCEMENT OF WORKS.

DRAINAGE NOTES:

- WHERE SEWER OR DRAINS ARE TO BE ABANDONED THEY SHALL BE REMOVED OR INFILLED BY GROUTING IN ACCORDANCE WITH THE CIVIL ENGINEER SPECIFICATION FOR THE WATER INDUSTRY 7TH EDITION, CLAUSE 5.23.
- SEWERS MUST HAVE 6M CLEARANCE FROM TREES AND 3m FROM SHRUBS - AS PER SEWERS FOR ADOPTION 6TH EDITION FIGURE 2.3.
- EXTERNAL RAIN WATER PIPES TO HAVE ACCESS POINTS 1m ABOVE GROUND LEVEL (REFER TO DETAIL WITHIN CONSTRUCTION DETAILS)
- ALL DRAINAGE TO BE CCTV SURVEYED FOLLOWING CONSTRUCTION
- REFER TO SPECIFICATION FOR DETAILS OF PIPE BEDDING BENEATH / ADJACENT TO FLOOR SLAB & FOUNDATIONS.

Rev	Date	By	Description	Appd
P11	05.07.22	BM	NOTE REGARDING PERFORATED PIPE ADDED.	JS
P10	04.07.22	BM	SURFACE WATER ON EASTERN ELEVATION MOVED CLOSER TO THE BUILDING.	JS
P9	04.07.22	BM	DRAINAGE HAS BEEN REDESIGNED FOLLOWING COMMENTS FROM OLYMPIAN AND RES GROUP.	JS
P8	28.11.21	BM	DRAINAGE UPDATED TO MOVE OUT OF THE SAFEGUARD AREA.	JS
P7	20.08.22	BM	FW3 AND SW1 MOVED OUT OF THE SAFEGUARD AREA. LEVELS AMENDED TO SUIT.	DAB
P6	17.06.22	BM	FOUL AND SURFACE WATER AMENDED TO THE NORTHEAST CORNER OF THE BUILDING. RETAINING WALL, SAFEGUARD AREA ADDED.	DAB

PRELIMINARY

Tier Consult Ltd.
Unit 3
Acres Hill Business Park
Acres Hill Lane
Sheffield S9 4LR
t 0114 241 9360

OLYMPIAN group

DAY ARCHITECTURAL

THE FAIRFAX, MANCHESTER

DRAINAGE GENERAL ARRANGEMENT

Scale	SB	P11
1:200 @ A1		
1:200 @ A2		
1:200 @ A3		
1:200 @ A4		
1:200 @ A5		
1:200 @ A6		
1:200 @ A7		
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1:200 @ A98		
1:200 @ A99		
1:200 @ A100		

895 C-26-001

12.3.1.1. install the Underground Service Media within the Transferee's Adjoining Land and afterwards to retain, inspect, maintain, repair, alter, renew, replace and remove the Underground Service Media; and

12.3.1.2. fell, trim or lop any trees, bushes and other vegetation on the Access Area which obstruct or interfere with the exercise of the rights granted to the Transferee by this Transfer provided that the Transferee removes from the Access Area all timber, wood and vegetation that is cut and leaves the Access Area neat and tidy.

12.3.2. the right to enter the Access Area with or without vehicles, plant and equipment to obtain access to the Transferee's Adjoining Land and any adjoining land over which the Transferee has similar rights.

The Transferee acknowledges that the rights in this clause 12.3 are subject to the Transferor's right to terminate all or part of the rights contained in Schedule 5 of the Deed of Easement. If the Transferor exercises such right to terminate the rights contained in Schedule 5 of the Deed of Easement in whole, the rights in this clause 12.3 shall automatically cease and determine. If the Transferor exercises such right to terminate the rights contained in Schedule 5 of the Deed of Easement in part, the rights in this clause 12.3 shall automatically cease and determine in respect that part of the Access Area in respect of which the rights have been determined in part.

12.4. Rights reserved for the benefit of other land

There are excepted and reserved out of the Property for the benefit of the Transferor its servants licensees and the tenants and occupiers for the time being of the Retained Land the Adjoining Land and the Metrolink System and each and every part the following:

12.4.1. the free running of services to or from the Retained Land the Adjoining Land and the Metrolink System through and along all Service Apparatus now laid through or under the Property provided that the Transferee may divert the route of such services subject to the Transferee obtaining the Transferor's consent (such consent not to be unreasonably withheld or delayed) in connection with the working methodology in connection with such diversion works;

12.4.2. the full and unrestricted right at any time hereafter and from time to time to erect or permit to be erected any buildings, structures or other erections and to alter any building, structure or other erection now standing or hereafter to be erected on any part of the Retained Land the Adjoining Land and the Metrolink System in such manner as to obstruct or interfere with the passage and access of light and air to any building which is or may be erected upon any part of the Property and so that all privileges of light or air now or hereafter to be enjoyed over any part of the Retained Land the Adjoining Land and the Metrolink System by or in respect of the Property shall be deemed to be so enjoyed by the licence or consent of the Transferor and not as of right;

12.4.3. the right to sell lease or otherwise deal with the Retained Land the Adjoining Land and any neighbouring land of the Transferor subject to such covenants

and restrictions with or without covenants and restrictions and in such manner in all respects as the Transferor shall from time to time determine.

12.5. Restrictive covenants by the transferee

The Transferee hereby covenants with the Transferor for the benefit of the Retained Land the Adjoining Land and the Metrolink System and each and every part of the same whosoever hands the same may pass:

- 12.5.1. not to do or suffer to be done in or upon the Property any act or thing which shall or may cause damage obstruction interruption or interference to the Transferor and/or to the Metrolink System and the operator for the time being of the Metrolink System and not to place or keep or permit to be placed in or on the Property any material or thing which may be of an explosive or combustible or dangerous nature and not to do or suffer to be done on the Property any act or thing which interferes with the continuous safe and lawful operation of the Metrolink System or causing interference and damage to the works, equipment and appliances of the Metrolink System;
- 12.5.2. not without the prior written consent of the Transferor (such consent not to be unreasonably withheld or delayed) to build or erect any structure on the Property provided that the Transferor may only withhold consent to such building or erection where it would cause interference with the continuous safe and lawful operation of the Metrolink System or cause damage to the works, equipment or appliances of the Metrolink System and further provided that the Transferor shall not unreasonably delay the grant of any consent provided further that the Transferor consents to the works permitted by planning permission 121099/FO/2018
- 12.5.3. that there shall not at any time (except in case of emergency) on the part of the Property that is within a distance of 1 (one) metre of the Adjoining Land or within the Metrolink Hazard Zone be carried out any works, including (but not limited to) the making of excavations and the erection of or addition to any buildings or structures including (but not limited to) scaffolding, any works of repair maintenance and/or alterations, without:
 - 12.5.3.1. there having previously been submitted detailed plans and sections of the works in triplicate to the Transferor such information to include method statements and risk assessments where applicable;
 - 12.5.3.2. the Transferor's approval having been obtained, such approval not to be unreasonably withheld or delayed where all relevant information has been provided to the Transferor;
 - 12.5.3.3. compliance with such reasonable conditions as to foundations or otherwise as the Transferor shall consider it necessary to impose;
 - 12.5.3.4. compliance with the Working Conditions; and
 - 12.5.3.5. ensuring no damage disturbance or interference with or to the Metrolink System,provided that the Transferor may withhold consent to such building where it would cause interference with the continuous safe and lawful operation of

the Metrolink System or cause damage to the works equipment or appliances of the Metrolink System provided further that the Transferor consents to the works permitted by planning permission 121099/FO/2018 and clauses 12.5.3.1 and 12.5.3.2 shall not apply to the works under planning permission 121099/FO/2018.

- 12.5.4. not to plant any tree or shrub on the Property within 1 (one) metre of the Adjoining Land without first obtaining the consent of the Transferor (such consent not to be unreasonably withheld) provided that the Transferor may only reasonably withhold consent to such planting where it would cause interference with the continuous safe and lawful operation of the Metrolink System or cause damage to the works equipment or appliances of the Metrolink System and upon demand to cut lop prune or otherwise deal with any tree or shrub or other vegetation on such part of the Property that is within a distance of 1 (one) metre of the Adjoining Land in a manner required by the Transferor to ensure the continuous safe and lawful operation of the Metrolink System or if causing interference and damage to the works equipment and appliances of the Metrolink System
- 12.5.5. not to make any Disposal of the whole or part of the Property without first procuring that the disponee enters into a Deed of Covenant to comply with the Transferee's obligations in this Transfer (insofar as it relates to the Property) and supplies the same to, the owner or owners from time to time of the Retained land or any part of it
- 12.5.6. not cause any damage to the Retained Land other than as permitted to exercise the rights granted in this Transfer, or to any property of the owners or occupiers of the Retained Land and shall as soon as reasonably possible make good any damage caused to the Transferor's reasonable satisfaction
- 12.5.7. not cause any nuisance, annoyance or disturbance to the Transferor or occupiers of the Retained Land, or of any neighbouring land, or to any other person entitled to rights in common with the Transferee Provided that the exercise of the rights granted to the Transferee in this Transfer shall not be a breach of this covenant

12.6. Restrictive covenants by the transferor

The Transferor hereby covenants with the Transferee for the benefit of the Property and the Transferee's Adjoining Land and each and every part of the same whosoever hands the same may pass:

- 12.6.1. not to obstruct, prevent or interrupt the exercise of the rights granted to the Transferee in this Transfer;

Other

12.7. Positive covenants by the transferee

The Transferee hereby covenants with the Transferor for the benefit of the Retained Land the Adjoining Land and the Metrolink System and each and every part of the same whosoever hands the same may pass:

- 12.7.1. to provide adequate measures on the Property to prevent any damage to the works, equipment or appliances of the Metrolink System on the Retained Land and/or the Adjoining Land;

- 12.7.2. when exercising the rights granted in this Transfer, to comply with all laws, Consents and Legal Requirements governing the installation and use of the Underground Service Media.

12.8. Indemnity

- 12.8.1. With the object and intention of giving to the Transferor a full and sufficient indemnity but not further or otherwise, the Transferee covenants with the Transferor from the date of this transfer to observe and perform the covenants, obligations, restrictions, stipulations and other matters contained or referred to in the registers of the Property and to indemnify and keep indemnified the Transferor against all actions, proceedings, costs, claims, demands and liability arising out of any future breach, non-observance or non-performance of them.

- 12.8.2. The Transferee shall indemnify the Transferor against all liabilities, costs, expenses, damages and losses suffered or incurred by the Transferor arising out of or in connection with:-

12.8.2.1. the exercise of the rights granted to the Transferee in this Transfer;

12.8.2.2. the carrying out of any works permitted by this Transfer; or

12.8.2.3. any breach of any of the Transferee's covenants in this Transfer

by the Transferee, or by any occupier of the Property or the Transferee's Adjoining Land or by an employee or invitee of the Transferee, or by any other person who is allowed or permitted by the Transferee to exercise the rights granted to the Transferee.

12.9. Section 62 Law of Property Act 1925

- 12.9.1. The parties agree and declare that the Transferee is not entitled to any right or easement over the Adjoining Land and each and every part of the adjoining and neighbouring land owned by the Transferor and accordingly section 62 of the Law of Property Act 1925 does not apply to this transfer.

- 12.9.2. The Transferee is not entitled to any right or easement of light or air or otherwise which would or might restrict or in any way interfere with the development of the Adjoining Land and each and every part of the adjoining and neighbouring land owned by the Transferor.

12.10. Contracts (Rights of Third Parties) Act 1999

No person firm or company who is not a party to this transfer shall be entitled to enforce any of its terms pursuant to the Contracts (Rights of Third Parties) Act 1999.

12.11. Execution as a deed

This document is executed as a deed and delivered on the date stated at the beginning of this deed.

13. Execution

EXECUTED AS A DEED

by affixing the common seal of

TRANSPORT FOR GREATER MANCHESTER

in the presence of:

Authorised Signatory

Authorised Signatory

EXECUTED AS A DEED by

PORTUGAL STREET EAST LIMITED,

a company incorporated in Jersey, acting

by [] who, in accordance with the laws of that territory,

is acting under the authority of the company.

Signature in the name of the company PORTUGAL STREET EAST LTD.

Signature of [] 

Authorised signatory



WARNING

If you dishonestly enter information or make a statement that you know is, or might be, untrue or misleading, and intend by doing so to make a gain for yourself or another person, or to cause loss or the risk of loss to another person, you may commit the offence of fraud under section 1 of the Fraud Act 2006, the maximum penalty for which is 10 years' imprisonment or an unlimited fine, or both.

Failure to complete this form with proper care may result in a loss of protection under the Land Registration Act 2002 if, as a result, a mistake is made in the register.

Under section 66 of the Land Registration Act 2002 most documents (including this form) kept by the registrar relating to an application to the registrar or referred to in the register are open to public inspection and copying. If you believe a document contains prejudicial information, you may apply for that part of the document to be made exempt using Form EX1, under rule 136 of the Land Registration Rules 2003.

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Appendix
Draft Deed of Covenant

DATED

[•]

[•]

(1)

and

[•]

(2)

DEED OF COVENANT
relating to Fairfax, Portugal Street East, Manchester

Squire Patton Boggs (UK) LLP
6 Wellington Place
Leeds
LS1 4AP
United Kingdom
DX 321801 Leeds 18

O +44 113 284 7000
F +44 113 284 7001

Reference DC15/ROU.043-0001

014-5929-6040/1/EUROPE

THIS DEED is dated

[•]

PARTIES

- (1) [•] ("**Covenantor**"); and
- (2) [•] ("**Covenantee**" which expression shall include its successors in title and assigns to the Property).

BACKGROUND

- (A) This deed is supplemental to the Transfer.
- (B) Under the Transfer, Portugal Street East Limited covenanted with Transport for Greater Manchester not to make any Disposal of the whole or any part or parts of the Property at any time without first procuring that the person to whom that Disposal is being made has executed a deed of covenant.
- (C) The Relevant Disposal will be a Disposal for the purposes of the Transfer and the Disponee has agreed to enter this deed of covenant to comply with the Transferee's Obligations [to the extent that they relate to the Relevant Part] from the date of completion of the Relevant Disposal.

OPERATIVE PROVISIONS

1 DEFINITIONS

- 1.1 The following definitions apply in this deed.

"Disposal"	has the meaning ascribed to it in the Transfer.
"Property"	has the meaning ascribed to it in the Transfer.
"Relevant Disposal"	the disposal of the [Property][Relevant Part] to the Covenantor.
["Relevant Part"]	the part of the Property shown edged [COLOUR] on the plan annexed to this deed.]
"Transfer"	a transfer dated [•] 2022 made between (1) Transport for Greater Manchester and (2) Portugal Street East Limited relating to land at the North East side of Portugal Street, Manchester.
"Transferee's Obligations"	the obligations on the part of the transferee contained in the Transfer.

2 COVENANTOR'S OBLIGATIONS

The Covenantor covenants with the Covenantee to observe and perform the Transferee's Obligations [to the extent that the Transferee's Obligations relate to the Relevant Part] from the date of completion of the Relevant Disposal provided this

covenant shall not impose any future obligation upon the Covenantor once it has parted with all its interest in the [Property][Relevant Part].

3 BENEFIT FOR THE COVENANTEE

It is hereby agreed and declared (for the avoidance of any doubt) that the Covenantee shall not be required to execute this deed to take the benefit of it.

4 JOINT AND SEVERAL LIABILITY

Where the Covenantor comprises more than one person, those persons shall be jointly and severally liable for the obligations and liabilities of the Covenantor arising under this deed. The Covenantee may take action against, or release or compromise the liability of, or grant time or other indulgence to, any one of those persons, without affecting the liability of any other of them.

5 GOVERNING LAW

This deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

6 JURISDICTION

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this deed or its subject matter or formation (including non-contractual disputes or claims).

7 THIRD PARTY RIGHTS

A person who is not a party to this deed shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this deed save that the benefit of the covenants given in this deed by the Covenantor shall be for the benefit of and enforceable by the Covenantee's successors in title to the Property.

IN WITNESS of which this document has been executed and, on the date set out above, delivered as a deed.

[ATTESTATION]