

AN AGREEMENT made the _____ day of two thousand and two between **UTTLESFORD DISTRICT COUNCIL** of Council Offices London Road Saffron Walden Essex CB11 4ER (hereinafter referred to as UDC) of the first part **ESSEX COUNTY COUNCIL** of County Hall Chelmsford Essex (hereinafter referred to as ECC) of the second part and **STANSTED AIRPORT LIMITED** (company registration number 01990920) whose registered office is at 130 Wilton Road London SW1V 1LQ (hereinafter referred to as STAL) of the third part

1. Definitions

- 1.1. "the 1972 Act" shall mean the Local Government Act 1972
- 1.2. "the 1990 Act" shall mean the Town & Country Planning Act 1990
- 1.3. "the 1999 Act" shall mean the Contracts (Rights of Third Parties) Act 1999
- 1.4. "the 2000 Act" shall mean the Local Government Act 2000
- 1.5. "the Airport" shall mean Stansted Airport Essex shown on the Plan edged in red
- 1.6. "the Authorities" shall mean UDC and ECC
- 1.7. "Date of Grant" shall mean the date the Permission is issued by UDC
- 1.8. "the Development" shall mean the development of the Airport authorised by the Permission
- 1.9. "DfT" shall mean the Department for Transport or such other Government Department as shall from time to time have the functions relating to air transport as are designated to DfT as at the date hereof
- 1.10. "Echo Apron" shall mean the apron designated "Echo" on the Plan
- 1.11. "FEU" shall mean the flight evaluation unit of STAL, or any successor unit responsible for monitoring aircraft noise and track-keeping
- 1.12. "Flight Operations Committee" shall mean the committee established by STAL with Stansted airlines and NATS to ensure the development of best practice in flight operations by airlines using Stansted Airport in order to minimise the effect on the local community

and maximise capacity opportunities whilst ensuring that safety continues to be given the highest priority at all times

- 1.13. "Implementation" shall mean the implementation of the Permission by the carrying out of any material operation (as defined by s. 56 of the 1990 Act) pursuant to the permission
- 1.14. "Implementation Date" shall mean the date specified by STAL to the Authorities in a written notice served upon the Authorities as the date upon which the development authorised by the Permission is to be commenced or if no such notice is served the actual date of implementation
- 1.15. "Local Road Network" shall mean roads within five mile of the perimeter of the Airport together with such other roads beyond that distance as shall be identified by ECC as being likely to be affected by increased traffic arising from the increased capacity of the Airport excluding motorways and trunk roads
- 1.16. "mppa" shall mean million passengers per annum taking off from and landing at the Airport
- 1.17. "NATS" shall mean National Air Traffic Services or any body succeeding to its functions
- 1.18. "the Night Time Restrictions" shall mean the Night Time Restrictions at Heathrow Gatwick and Stansted Scheme published by the Department of Environment Transport and the Regions dated 10th June 1999 and revised 31st October 1999 as amended from time to time
- 1.19. "Opening Date" shall mean the date that the terminal extension at the Airport authorised by the Permission is opened for use by the public
- 1.20. "the Permission" shall mean the planning permission (a draft of which is annexed at Schedule 1 to this agreement) granted by UDC in respect of the Planning Application
- 1.21. "the Plan" shall mean the plan annexed hereto

- 1.22. “the Planning Application” means the application made by STAL under reference number UTT/1000/01/OP (a copy of which is annexed at Schedule 2 to this agreement)
- 1.23. “SABF” shall mean the Stansted Airport Business Forum consisting of the Stansted Airport Business Forum consisting of representatives from business support organisations, regional development agencies, local authorities, airport companies and the Airport operator to discuss how to utilise the economic benefit generated by Stansted Airport; representatives will be drawn from an area nominally defined as being within 30 miles of the Airport boundary as shown on Plan [xxxx] attached at schedule yyyy. The SABF will be supported by appropriate sub-groups as constituted by the SABF from time to time
- 1.24. “SAEF” shall mean the Stansted Airport Employment Forum consisting of representatives from public, private and voluntary organisations with responsibilities for employment strategy and training constituted by STAL on an annual basis. The SAEF will be supported by appropriate sub-groups as constituted by the SAEF from time to time
- 1.25. “SASAS” shall mean the Stansted Airport Surface Access Strategy prepared by STAL to increase the use of public transport by air passengers and staff at the Airport as recommended in the Transport Policy White Paper of 1998 or as amended from time to time
- 1.26. “the SATF” shall mean Stansted Airport Transport Forum as constituted at the date of this agreement or such other body as shall from time to time fulfil the objectives of that Forum

2. Recitals

- 2.1. UDC is the District Planning Authority within the meaning of the 1990 Act for the District in which the Airport is situated
- 2.2. ECC is the County Planning Authority within the meaning of the 1990 Act for the County in which the Airport is situated

2.3. STAL is registered at HM Land Registry as proprietor of the Airport with freehold title under the Title Numbers set out in Schedule 3 to this agreement

2.4. STAL has made the Planning Application to UDC

2.5. UDC EEC and STAL have agreed to enter into this agreement pursuant to the operative powers described in clause 3 of this agreement for the purpose of regulating the Development and use of the Airport

2.6. It is the intention of the parties that this agreement shall remain in full force and effect until such time as it is replaced by a further agreement pursuant to s.106 and s.106A of the 1990 Act

3. Enabling Powers and Obligations

3.1. This agreement is entered into pursuant to section 106 of the 1990 Act section 111 of the 1972 Act and section 2 of the 2000 Act.

3.2. Such of the covenants contained herein as are capable of being planning obligations within the meaning of section 106 of the 1990 Act are declared to be planning obligations and as such are enforceable by UDC as to the obligations set out in the Fourth Schedule to this agreement and by ECC and UDC as to the obligations set out in the Fifth Schedule to this agreement

4. Obligations undertaken by STAL

4.1. With the intent that the Airport shall be subject to the obligations and restrictions contained in this agreement for the purpose of restricting or regulating the development and use of the Airport so that the provisions of this agreement shall be enforceable against STAL and its successors in title STAL hereby:-

4.1.1. Covenants with UDC to observe and comply with the obligations contained in Schedule 4 hereto

4.1.2. Covenants with ECC and as a separate covenant with UDC to observe and comply with the obligations contained in Schedule 5 hereto

4.1.3. Covenants with ECC and as a separate covenant with UDC not to part with its interest in the Airport or any part or parts thereof without

4.1.3.1. Giving each of the Authorities prior notification of its intention to part with the interest identifying the area concerned and

4.1.3.2. If so required by either of the Authorities procuring a covenant from the proposed successor with ECC and UDC to observe and perform the provisions hereof so far as the same remain to be observed and performed and in the case of a transfer or lease or other devolution of part so far as those provisions relate to that part or those parts

4.2. The liability of STAL under this agreement shall cease once STAL has parted with its interest in the Airport or any relevant part thereof (in which event the obligations of STAL under this agreement shall cease only in relation to that part or those parts of the Airport which is or are transferred by STAL) but not so as to release STAL from liability for any breaches hereof arising prior to or from the transfer

5. Notice of Implementation

5.1. STAL will give UDC not less than 28 days notice of its intention to implement the permission specifying the intended Implementation Date

5.2. Forthwith upon Implementation STAL will give UDC notice of Implementation

6. Provisos and Interpretation

6.1. No provision of this agreement shall be interpreted so as to affect contrary to law the rights powers duties and obligations of ECC or UDC in the exercise of any of their statutory functions or otherwise

6.2. If any provision of this agreement shall be held to be unlawful or unenforceable in whole or in part under any enactment or rule of law such provisions shall to that extent be deemed not to form part of this

agreement and the enforceability of the remainder of this agreement shall not be affected

6.3. No waiver (whether express or implied) by ECC or UDC of any breach or default in performing or observing any of the obligations covenants or terms and conditions of this agreement shall constitute a continuing waiver and no such waiver shall prevent ECC or UDC from enforcing any of the said obligations covenants or terms and conditions or from acting upon any subsequent breach or default.

6.4. Insofar as any parts of this agreement may be subject to the rule against perpetuity those parts shall remain in force for as long as any of the provisions hereof remain to be performed or observed or 80 years whichever shall be the shorter

6.5. References in this agreement to sums of money shall be deemed to mean that sum plus a percentage thereof equivalent to the percentage increase in the Retail Price Index from the date hereof to the date that STAL shall pay such sums to the organisation entitled to receive the same under the terms of this agreement to be calculated pro rata in the case of part payments

7. Review

7.1. With the intention of continuing the mitigation of the effects of the Airport on the community no latter than 31st December 2008 the parties hereto shall enter into negotiations in good faith with the aim of extending the period and scope of this agreement in relation to Part 3 paragraph 1.1 Part 10 paragraph 1 Part 11 and Part 17 of Schedule 4 to this agreement

8. Agreements and Declarations

8.1. The covenants provisions and obligations of this Agreement shall take effect only upon the Implementation Date and in the event that the Planning Application is refused or the Permission not implemented and expires the terms of this Agreement shall absolutely cease and

determine without further obligation upon STAL or its successors in title

8.2. The provisions and obligations of this Agreement shall absolutely cease and determine without further obligation upon STAL or its successors in title if the Permission is revoked is modified without the consent of STAL expires or if a separate planning permission is subsequently granted and implemented which is incompatible with the Permission

8.3. Save as specifically provided in the Fourth Schedule or the Fifth Schedule to this Agreement nothing in this Agreement shall prohibit or limit the right to develop any part of the Airport in accordance with any planning permission (other than one relating to the Development)

8.4. This Agreement constitutes a Local Land Charge and shall be registered as such provided that the Authorities will upon the determination of this Agreement howsoever determined procure the removal of any entry made on the Local Land Charges Register in respect of or related to this Agreement

9. Exclusion of the 1999 Act

9.1. Save for as referred to in clause 9.2 of this agreement for the purposes of the 1999 Act it is agreed that nothing in this agreement shall confer on any third party any right to enforce or any benefit of any term of this agreement

9.2. Clause 9.1 of this agreement shall not prevent

9.2.1. East Hertfordshire District Council from seeking to enforce Schedule 4 Part 3 paragraph 5 of this agreement by virtue of the 1999 Act

9.2.2. Hertfordshire County Council or East Hertfordshire District Council from seeking to enforce such parts of Schedule 5 of this agreement as may relate to roads within their respective areas by virtue of the 1999 Act

10. Notices

10.1. Any notices required to be served on or any document to be supplied or submitted to any of the parties hereto shall be sent or delivered to the address stated in this agreement as the address for the receiving party or such other address as shall from time to time be notified by a party to this agreement as an address at which service of notices shall be accepted or (in the case of a limited company) at its registered office.

10.2. Any notices to be served or documents to be supplied or submitted or applications for approval under the terms of this agreement to be made which are addressed to UDC shall be addressed to the Head of Planning Services of that Council

11. Costs

11.1. Upon the execution of this agreement STAL will pay the reasonable costs of ECC and UDC in connection with the negotiation and preparation thereof

IN WITNESS WHEREOF the parties hereto have executed this agreement as a deed the day and year before written

**THE FIRST SCHEDULE
(The Permission)**

**THE SECOND SCHEDULE
(The Planning Application)**

**THE THIRD SCHEDULE
(Title)**

THE FOURTH SCHEDULE

(Obligations entered into by STAL with UDC)

Part 1 – Obligations relating to air noise

1. To use its best endeavours to procure the consent of DfT as soon as is reasonably practicable after the Date of Grant to enable STAL to carry out the consultation on the noise insulation grants schemes approved by DfT in relation to both 8 mppa and 15mppa on behalf of DfT
2. Within 3 months of obtaining the consent referred to in paragraph 1 of this Part to carry out such consultation on behalf of DfT and to report the results of such consultation to both DfT and UDC within one (1) month of the results being available to STAL
3. As soon as is reasonably practicable after the Date of Grant to request DfT to design or procure the design of a statutory scheme for noise insulation relevant to the Development and to introduce such scheme
4. Forthwith upon DfT introducing a statutory scheme for noise insulation to implement such schemes and to make sufficient funds available for that purpose
5. In the event that there shall be surplus funds after the statutory scheme for noise insulation referred to in paragraph 3 of this Part has been implemented to apply such funds in the provision of noise insulation for such schools and other community buildings within the area of the statutory schemes as shall be agreed with UDC as soon as is reasonably practicable
6. From the Opening Date:-
 - 6.1. To limit the number of aircraft movements between the hours of 23.30 and 06.00 to 12000 per annum or such other number as shall from time to time be specified by DfT (excluding aircraft movements which are exempt from the Night Time Restrictions)
 - 6.2. Not to schedule aircraft of a type which has noise certification levels of 8 or 16 Quota Count Points under the Night Time Restrictions to take off or land between 23.00 and 06.59

7. From the date of this agreement not to seek any relaxation of the night flight restrictions currently in force for the night period of 23.00 – 06.59 or for the night quota period of 23.30 – 05.59
8. From the Implementation Date to use reasonable endeavours to work with the Flight Operations Committee to adopt operational procedures and practices aimed at achieving ongoing improvements in the levels of and the minimisation of the impact of air noise including:-
 - 8.1. The avoidance of the use of reverse thrust between 23.00 – 06.59 consistent with flight safety
 - 8.2. The prevention of the use of visual approaches by in-coming aircraft except in the event of an emergency or necessity
 - 8.3. The use of Continuous Descent Approaches wherever possible consistent with flight safety
 - 8.4. The monitoring of the performance of airlines against the Noise from Arriving Aircraft an Industry Code of Practice published by the Department of Transport Local Government and the Regions in September 2001 and any revisions or replacements thereof
 - 8.5. To regularly review Codes of Practice from time to time published by DfT with NATS
9. From the date of this agreement to maintain and enhance to the extent that it is lawful for STAL to do so the existing voluntary incentives and controls to reduce aircraft noise and to use reasonable endeavours to reduce aircraft noise further by introducing additional incentives and controls when it is possible and lawful to do so and in particular (but without prejudice to the generality of the foregoing) to review charges with the object of enhancing incentives to the extent that it is lawful for STAL to do to reduce the use of aircraft having a certified noise performance which falls within 5 EPNdB of Chapter 3 limits as defined in the International Civil Aviation Organisation Annex 16 Volume 1 Chapter 3 by April 2004
10. From the Implementation Date unless paid directly to the Community Fund to pay UDC for UDC to pay to the Community Fund established pursuant to Part 13 of this Schedule the amount of any penalties received by STAL for off-track flying such payments to be made to UDC on each anniversary

of the implementation of the Permission and to be accompanied by a statement setting out details of all penalties received during the preceding 12 months

11. To give UDC access to records of STAL relating to penalties referred to in paragraph 10 of this part of this Schedule for the purposes of audit by UDC only if requested by UDC to do so.
12. Within 12 months of the Implementation Date to review the procedures practices and processes of the FEU and to report the results of such reviews to UDC and thereafter to report on the activities of the FEU within the annual Sustainability Report published by STAL pursuant to Part 18 of this Schedule
13. To take all reasonable and proportionate steps to implement any improvements identified by the review referred to in paragraph 12 of this Part and the annual Sustainability Report published by STAL pursuant to Part 18 of this Schedule as soon as is reasonably practicable after such improvements shall have been identified

Part 2 - Obligations relating to ground noise

1. Subject to the necessary consents being obtained to construct a ground run facility comprising approximately 3500 square metres of pavement and noise wall for the routine ground running of engines for maintenance and testing such facility to be complete and in operation by 30th September 2004
2. To submit an application for planning permission for the ground run facility referred to in paragraph 1 of this Part by **[insert date]** and to use all reasonable endeavours to procure the grant of planning permission and all other necessary consents as soon as is reasonably practicable thereafter
3. By 30th September 2004 to produce a Stansted Ground Noise Management Strategy in consultation with UDC and airlines and those representing local communities adjoining the Airport perimeter to identify measures to minimise the effects of ground noise to include:-
 - 3.1. operational and procedural controls on the ground running of engines

- 3.2. the use of Fixed Ground Electrical Power
- 3.3. identification of key performance measures to enable monitoring of ground noise management
- 3.4. the provision of Pre-Conditioned Air supplies
- 3.5. the identification of suitable areas for practical and effective Airport noise attenuation bunding and landscaping within the Airport Boundary
4. To review the Stansted Ground Noise Management Strategy not less frequently than once in every 5 years
5. To use all reasonable endeavours to implement the Stansted Ground Noise Management Strategy as soon as shall be reasonably practicable after the same shall have been produced and to implement any revisions thereto as soon as shall be reasonably practicable after such revision
6. To report on progress against the Strategy referred to in paragraph 3 of this part as revised from time to time annually in the Sustainability Report published by STAL pursuant to Part 18 of this Schedule
7. From the Implementation Date not to permit any cargo aircraft movements using the aircrafts own power supply upon Echo Apron between the hours of 23.30 and 06.00 save for in cases of emergency or necessity
8. From the Implementation Date not to permit the use of Auxiliary Power Units on Echo Apron between 23.30 and 06.00 except for
 - 8.1. Up to 10 minutes for any aircraft arriving on an Echo Apron stand after 23.30
 - 8.2. Up to 60 minutes by any aircraft departing from an Echo Apron Stand after 06.00
 - 8.3. Cases of emergency or necessity

Part 3 – Obligations relating to Air Quality

1. STAL shall until 2010 monitor air quality in the vicinity of the Airport in the following terms:
 - 1.1 continuous monitoring of oxides of nitrogen and fine particulate matter (PM10) at a fixed site to be agreed with UDC such monitoring to be conducted for a period of three

months in each year until 2005, and throughout each year thereafter.

1.2 diffusion tube monitoring of nitrogen dioxide levels at not less than 4 sites to be agreed with UDC

2 STAL shall:

2.1 undertake and produce in 2006 a revised Airport emissions inventory for oxides of nitrogen and fine particulate matter (PM10).

2.2 undertake and produce in 2006 predictive dispersion modelling of nitrogen dioxide levels and fine particulate matter (PM10) levels anticipated in 2010.

3 STAL shall make the results of its obligations set out above available to UDC within 28 days of the final results becoming available to STAL

4. To undertake any works required by National Government for the reduction and control of emissions of the type referred to in paragraph 1.1 of this part as soon as is reasonably practicable after such requirements shall have been introduced

5. Stansted Airport Limited will commission an Odour Study to undertake reasonable and appropriate research on the impact of odour emissions from Stansted Airport on the local area:

5.1 The scope of the study shall be submitted Uttlesford District Council for approval, such approval not to be unreasonably withheld

5.2 The study shall be undertaken by *[insert date]*

5.3 A report of the study shall be submitted in writing to Uttlesford District Council and East Hertfordshire District Council.

5.4 Where appropriate STAL shall propose and implement reasonable appropriate and proportionate measures to mitigate odour emissions directly attributable to the Airport as soon as is reasonably practicable

Part 4 – Obligations relating to Surface Access to the Airport

1. From the Implementation Date not to permit the use of any public car parking facilities to be used without charging a levy in respect of such use
2. From no later than 12 months after the Implementation Date not to permit the use of any communal use staff car parking facilities to be used without charging a levy in respect of such use in addition to the car park tariff payable in respect of such use
3. The levies referred to in paragraphs 1 and 2 of this Part shall be not less per transaction than the levies charged during the financial year 2001/2002 and shall be reviewed by STAL in each subsequent financial year taking into account all relevant factors including any increase in the Retail Price Index during the preceding year.
4. The obligations referred to in paragraphs 1 and 2 of this Part shall absolutely cease and determine in the event any levy or tax of whatever nature is raised by UDC or ECC or the highway authority from time to time or by any other person body or authority with authority to do so on vehicles leaving or entering the Airport or on vehicles using the Local Road Network (other than for on-street parking) or using the Airport roads or on-Airport parking facilities.
5. Without prejudice to the other obligations of STAL hereunder with effect from the Implementation Date to apply the income from the levy referred to in paragraph 1 of this Part to finance initiatives in accordance with the Stansted Airport Surface Access Strategy to promote the use by passengers staff of STAL and others employed at the Airport of modes of transport to and from the Airport other than private motor vehicles hackney carriages and private hire vehicles and (in the case of staff of STAL and others employed at the Airport) to encourage and promote car sharing
6. To use all reasonable endeavours to achieve a reduction in the number of persons employed at the Airport driving to and from the Airport by private car to no more than than 80% of the total of all such persons by 31st December 2010

7. To commission a study to identify how bus and coach services can contribute to achieving an increase in the percentage of air passengers using public transport to travel to and from the Airport to 37% of all air passengers (excluding transferring air passengers using the Airport solely to transfer between aircraft) by 31st December 2010
8. To supply the results of the study referred to in paragraph 7 of this Part to UDC by 31st December 2003
9. To use all reasonable endeavours to implement the recommendations of the study referred to in paragraph 7 of this Part and to provide funding (in addition to the monies referred to in paragraph 3 of this Part) of up to £1 million between 1st January 2003 and 31st December 2010 towards the achievement of this objective to include (but without prejudice to the generality of the foregoing) improvements to access to the Airport for pedestrians and cyclists
10. From 1st January 2011 to use all reasonable endeavours to achieve an increase in the number of air passengers using public transport to and from the Airport to at least 40% as soon as is reasonably practicable
11. To provide UDC with an updated SASAS by 30th September 2003 such strategy to include:-
 - 11.1. the continuation and enhancement of formal monitoring arrangements to enable the success of the SASAS to be measured and the regular reporting of the outcome of such monitoring to UDC
 - 11.2. Provision for a two yearly travel survey to be updated annually and for the outcome of the same to be reported to UDC
 - 11.3. To review and update the SASAS by 31st December 2005 and to review and update the same at two year intervals thereafter
12. Before Opening Date to implement the SASAS referred to in paragraph 11 of this Part in such form as shall have been approved by UDC in consultation with the local highway and transportation authorities (such approval not to be unreasonably withheld or delayed)
13. To use all reasonable endeavours to encourage those employing more than 50 staff within the Airport to introduce travel plans for those staff to promote the use by such staff of modes of transport to and from the Airport

other than private motor vehicles hackney carriages and private hire vehicles and to encourage and promote car sharing

14. From the Date of Grant to use all reasonable endeavours to secure the retention of an on Airport employee travel scheme (currently known as the Travelcard Scheme) whereby transport operators offer discounted fares to persons employed at the Airport
15. To continue to convene the SATF on an annual basis and to convene related working groups reporting back to the SATF at least once every three months or as otherwise directed by SATF from time to time
16. To invite:
 - 16.1 the SRA to report to the SATF twice a year with relevant data to allow the SATF and UDC to monitor Airport related rail demand and capacity
 - 16.2 the Highways Agency and Essex CC to report to the SATF twice a year with relevant data to enable the Forum and UDC to monitor Airport related highway demand and capacity.

Part 5 – Obligations relating to rail infra-structure and train capacity

1. Not to implement the Development without first:-
 - 1.1. entering into a binding legal agreement with SRA for STAL to meet the costs of and be responsible for ensuring the delivery of:-
 - 1.1.1. all works necessary to accommodate 12 car trains including:-
 - 1.1.1.1. works at the Airport to provide a headshunt and fully serviced sidings
 - 1.1.1.2. platform extensions at Broxbourne and Stansted Mountfitchet stations to enable them to be serviced by 12 car trains
 - 1.1.1.3. any other work which shall be reasonably required by SRA to permit the use of 12 car trains
 - 1.1.2. improved vertical circulation at the Airport station
 - 1.1.3. shelter for rail passengers on platform 2 at the Airport station

- 1.1.4. the construction of a second tunnel bore to the mainline when necessary
 - 1.1.5. the funding of rolling stock costs arising from the need for additional rolling stock to support the expansion of the Airport
 - 1.2. obtaining any consents necessary for the execution of works referred to in paragraph 1.1.1. – 1.1.3. of this Part
 - 1.3. providing evidence to UDC that the obligations referred to in paragraph 1.1. and 1.2. have been complied with by producing certified copies of the agreements and consents or (in the event that the agreement with SRA shall contain a confidentiality clause or SRA otherwise objecting to its production) a certificate signed by the solicitor for SRA that the requirements of paragraph 1.1. of this Part have been satisfied
2. To assist SRA [Railtrack Plc?] and the operator of the Stansted Airport Train Services in planning long term developments to enhance the West Anglia Railway and to make reasonable and proportionate contributions towards the costs of studies commissioned by SRA directly associated with such enhancements that are relevant to the Airport
3. From the Date of Grant until 31st December 2009 to preserve and maintain free of any permanent obstruction:-
 - 3.1. Land at the Airport extending from the proposed headshunt shown on the Plan sufficient to allow the construction of a new railway line entering the Airport from an easterly direction together with the associated infrastructure
 - 3.2. Land safeguarded for the provision of the headshunt shall be sufficient not to preclude the introduction of rail freight facilities should the same be required in the future

Part 6 – Obligations relating to the bus and coach station at the Airport

1. Subject to the necessary consents being obtained to commence construction of a bus and coach station in the terminal landside area of the

Airport as shown on the Plan no later than 1st June 2005 and to complete the construction thereof by 31st May 2007

2. To submit an application for planning permission for the bus and coach station referred to in paragraph 1 of this Part by 31st October 2004 and to use all reasonable endeavours to procure the grant of planning permission and all other necessary consents as soon as is reasonably practicable thereafter

Part 7 – Obligations relating to passenger pick – up and commuter parking

1. By 30th April 2004 to provide a suitable area for collection by car of air passengers arriving at the Terminal Building
2. To limit parking in the area referred to in paragraph 1 of this Part to a maximum of 15 minutes per car and to apply penalties for exceeding this period
3. From the date of this agreement to provide adequate car parking in a location convenient to the railway station at the Airport for use by existing rail commuters holding car park season tickets for the Airport at the date of this agreement who continue to renew their car park season tickets and use the railway station at the Airport for the purpose of rail commuting

Part 8 – Obligations relating to Nature Conservation

1. By 30th September 2003 to submit to UDC a scheme for the management and maintenance of the Airport's biodiversity for approval
2. By 30th September 2004 to implement the scheme referred to in paragraph 1 of this Part as approved by UDC (such approval not to be unreasonably withheld or delayed)
3. By 30th September 2003 to submit to UDC for approval (such approval not to be unreasonably withheld or delayed) a proposal for a study of the effects of noise air and light pollution associated with the approved development

on flora and fauna within Hatfield Forest East End Wood and the fen site within the Airport boundary

4. To provide funds not exceeding £75,000 to undertake the study referred to in paragraph 3 of this Part to be carried out and to use reasonable endeavours to undertake the study as soon as practicably possible following approval by UDC and to report the study results to UDC as soon as is reasonably practicable after the same shall be available to STAL
5. Not to permit the terminal extension at the Airport authorised by the Permission to be used for more than 20 mppa prior to carrying out a further study of the effects of noise air and light pollution on flora and fauna within Hatfield Forest East End Wood and the fen site within the Airport boundary and to report the results thereof to UDC
6. To submit to UDC for approval schemes of appropriate and proportionate measures to mitigate any significant effects of the Development on flora and fauna in Hatfield Forest East End Wood and the fen site within the Airport Boundary within 12 months of the result of the studies referred to in paragraphs 3 and 5 of this Part becoming available
7. To use all reasonable endeavours to implement the schemes referred to in paragraphs 6 of this Part as approved by UDC (such approval not to be unreasonably withheld or delayed) as soon as is reasonably practicable

Part 9 – Obligations relating to Landscaping

1. By 30th June 2003 to submit to UDC a scheme for additional planting on the grassed area of Molehill Green mound for approval
2. During the next planting season after 30th June 2003 to implement the scheme referred to in paragraph 1 of this Part as approved by UDC (such approval not to be unreasonably withheld or delayed)
3. Before the Opening Date to carry out a study to identify suitable sites for the provision of mounding and/or planting outside the Airport Boundary where such measures would be of benefit to the local community in screening the Airport from view or mitigating noise from the Airport such

study to be carried out contemporaneously with the study referred to in paragraph 3.5 of Part 2 of this Schedule

4. To supply UDC with the results of the study referred to in paragraph 3 of this Part within a reasonable time of the same becoming available
5. To submit to UDC for approval a scheme of appropriate and proportionate measures for the provision of mounding and/or planting identified by the study referred to in paragraph 3 of this Part
6. To take all reasonable steps to implement the scheme referred to in paragraph 5 of this Part as approved by UDC (such approval not to be unreasonably withheld or delayed)
7. Not to permit the terminal extension at the Airport authorised by the Permission to be open for public use until paragraph 6 of this Part shall have been complied with

Part 10 – Obligations relating to employment

1. From the Date of Grant:-
 - 1.1. To maintain and support the SAEF
 - 1.2. To arrange meetings of the SAEF at not more than 12 month intervals
 - 1.3. To arrange meetings of SAEF sub-groups on at least three occasions in each year
 - 1.4. Until 31st December 2009 to commit the total sum of £350,000 to initiatives to support training and employment initiatives ratified by SAEF such sum to be paid by instalments as specified by SAEF
 - 1.5. To review the Stansted Training and Employment Strategy no later than 2006 and every four years thereafter and to annually present a report on progress to the SAEF for ratification
 - 1.6. To provide guidance to the SAEF to assist it in advising employers of best practice in the formulation and implementation of travel plans
2. By 31st August 2007 and thereafter not less than once in every five years to undertake an employment survey of on-airport employment and to present the results thereof to UDC SAEF and SABF

Part 11 – Obligations relating to economic performance

1. From the Date of Grant until 31st December 2009:-
 - 1.1. To maintain the SABF
 - 1.2. To maintain sub-groups to support the SABF
 - 1.3. To arrange for meetings of the SABF to be held not less than twice a year and meetings of the sub-groups to be held not less than three times a year
 - 1.4. To support and facilitate an annual “Meet the Buyers” event to provide opportunities for suppliers within an area or areas specified by the SABF to supply goods and services either as primary or secondary suppliers to on-Airport businesses
 - 1.5. In conjunction with the SABF to use all reasonable endeavours to identify and implement opportunities to support regeneration inward investment and tourism

Part 12 – Obligations relating to affordable housing

1. Before the Opening Date
 - 1.1. To establish a Trust Fund for the provision of an affordable housing scheme to make available through a Registered Social Landlord social rented accommodation and assisted home ownership equity loans within the area shown on the attached plan prior to the Implementation Date
 - 1.2. Unless paid directly to the Trust Fund referred to in paragraph 1.1. of this part to pay to UDC the sum of £2.2 million to be paid by UDC to the said Trust Fund at such time or times as UDC shall require

Part 13 – Obligations relating to the community

1. *[Detail needed as to who is going to administer the community fund, what its terms of reference will be and how the £700000 is to be paid]*

Part 14 – Obligations relating to visitors and archaeological resources

1. Subject to the necessary consents being obtained to provide a visitors centre and aircraft viewing facility comprising of between 1000 and 1500 square feet gross external area with viewing facilities an office lecture room resource centre and reasonable support facilities including parking and suitable forms of access at a suitable location on the north side of the Airport with clear views of the airfield
2. To submit an application for planning permission for the visitors centre referred to in paragraph 1 of this Part within 12 months of the date of this agreement and to use all reasonable endeavours to procure the grant of planning permission and all other necessary consents as soon as is reasonably practicable thereafter
3. Not to permit the terminal extension at the Airport authorised by the Permission to be open for use by the public until paragraph 1 of this Part shall have been complied with
4. Prior to the Opening Date to pay to UDC the sum of £32000 for the provision of a store for archaeological finds either at the visitor centre or at such other location as UDC shall determine
5. From the Implementation Date to make all archaeological finds discovered during the works authorised by the Permission available to the Saffron Walden Museum for inspection and (if so requested by UDC in consultation with the Museum) permanent or temporary display

Part 15 – Obligation relating to design and construction

To use all reasonable endeavours to ensure that the construction practices used in carrying out the Development and the selection of suppliers for goods and services are environmentally responsible and sustainable in accordance with STAL's construction and engineering procurement policies from time to time in force

Part 16 – Obligations relating to Waste Management

1. By 30th September 2004 to develop a revised Airport Waste Management Strategy to identify reasonable appropriate and proportionate initiatives to minimise waste and increase recycling of waste at the Airport to include a target to recycle at least 20% of total waste generated by the Airport within a reasonable timescale and to submit such strategy to UDC for approval
2. At its own expense and as soon as is reasonably practicable after 30th September 2004 to implement the strategy referred to in paragraph 1 of this Part as approved by UDC (such approval not to be unreasonably withheld or delayed)
3. Upon the Implementation Date to pay to UDC the sum of £300000 towards the cost to UDC of providing a community waste management and recycling centre
4. To make reasonable appropriate and proportionate payments to UDC on an annual basis towards the running costs of the centre referred to in paragraph 3 of this Part **[formula required]**

Part 17 – Obligations relating to Energy

1. By 30th September 2004 to develop an Airport Energy Management Strategy to identify reasonable appropriate and proportionate initiatives to increase energy efficiency at the Airport and to submit such strategy to UDC for approval (such approval not to be unreasonably withheld or delayed)
2. At its own expense and as soon as is reasonably practicable after 30th September 2003 to implement the strategy referred to in paragraph 1 of this Part as approved by UDC

Part 18 – Obligations relating to monitoring

1. Before 31st December 2005 and abain before 31st December 2009 to commission studies of the impact of the Development upon the area in which the Airport is situated to include the effect upon air noise contours ground noise measurements air quality traffic flows transport mode shares employment levels patterns of the places of residence of persons employed at the Airport visual impact waste water and energy and to submit the same to UDC as soon as is reasonably practicable after the same shall have been completed
2. From the Implementation date to publish once in each year an Sustainability Report audited by a registered environmental impact assessor who is a member of the Institute of Environmental Assessment
3. To use all reasonable and proportionate endeavours to implement any any measures identified by the studies referred to in paragraph 1 of this Part or the reports referred to in paragraph 2 of this part which may mitigate the effects of the Development upon the environment

Part 19 – Obligations relating to health

1. During November 2003 and during November of each subsequent year to consult with the Primary Care Trust and UDC as to whether it would be appropriate to commission a reasonable and proportionate study into effects of the Development upon public health
2. In the event that as a result of the consultations refered to in paragraph 1 of this Part it is determined that such a study is desirable to commission such a reasonable and proportionate study forthwith at its own expense and to report upon the results thereof to the Primary Care Trust and UDC
3. To take all reasonable and proportionate steps to mitigate in accordance with National Government guidance any adverse effects upon public health identified by the studies carried out pursuant to paragraph 2 of this Part as being a result of the Development

THE FIFTH SCHEDULE

(Obligations entered into by STAL with ECC and UDC)

1. Not to implement the Development prior to entering into agreements with the Highways Agency pursuant to s.278 Highways Act 1980 in such form as the Highways Agency shall reasonably require for the construction upon Highway Agency Land of:-
 - 1.1. A direct link from the southbound off slip road of the M11 junction 8 to Thremhall Avenue
 - 1.2. A direct link from the eastbound off slip road of the A120/M11 - Stansted slip roads to Round Coppice Road at Priory Wood Roundabout
2. The link roads referred to in paragraph 1 of this Schedule shall be in place and ready to be open to traffic no later than 31st December 2006
3. Before the Opening Date
 - 3.1. To develop a scheme to monitor the impact of the Development on Highway Agency and Airport Roads (to include traffic loop detectors or equivalent devices as necessary) at:-
 - 3.1.1. The junction of the M11 Junction 8 Roundabout and the slip roads connecting the M11 with the Airport
 - 3.1.2. Priory Wood roundabout
 - 3.1.3. The eastern access to the Airport from the A120 at the junction outside the mid-stay car park shown on the Plan
 - 3.1.4. Bassingbourn roundabout
 - 3.2. To submit such scheme to the Highways Agency ECC and UDC for approval
 - 3.3. To implement the scheme as approved by the Highways Agency ECC and UDC (such approval not to be unreasonably withheld or delayed)
 - 3.4. To report the data gathered by the scheme to ECC and UDC
 - 3.5. To develop a scheme to monitor the impact of the Development on the Local Road Network and to submit such scheme to ECC and UDC for approval which approval shall not be unreasonably withheld or delayed

4. With effect from the Opening Date to implement the scheme referred to in paragraph 3.5. of this Part and to report the data gathered by the scheme to ECC and UDC
5. Based upon the data produced by the scheme referred to in paragraph 1.5. of this schedule to identify with ECC and UDC traffic problems within the Local Road Network which are directly attributable to the Development
6. To propose to ECC for approval practical measures to ameliorate the effects of traffic problems identified pursuant to the monitoring scheme referred to in paragraph 3 of this Schedule such approval not to be unreasonably withheld
7. Should highway works be required to ameliorate traffic problems identified pursuant to the monitoring scheme referred to in paragraph 3 of this Part to enter into agreements with ECC pursuant to s.278 Highways Act 1980 to enable STAL to implement or procure the implementation of such highway works providing that the total cost thereof does not exceed £2 million or if ECC shall so require to pay to ECC at such time or times as ECC shall stipulate such sum or sums not exceeding £2 million to enable ECC to carry out such works
8. Not to implement the Permission until STAL shall have entered into an agreement with Hertfordshire County Council pursuant to s.278 Highways Act 1980 to carry out works of improvement to the signal controls at the junction of the A120 with unclassified roads at Little Hadham
9. By 30th September 2003 to carry out or procure studies of the incidence of air passengers parking motor vehicles on the public highway outside the Airport boundaries within five miles of the Airport Boundary and to report the results of such studies to ECC and UDC as soon as reasonably practicable
10. To pay to ECC upon request a contribution of up to £50000 to ameliorate any problems with off-Airport parking which may be identified as a result of the studies referred to in paragraph 6 of this schedule including (but without prejudice to the generality of the foregoing) the costs of introducing local residents only parking zones

11. From the date it is open for use by the public to provide the bus and coach station referred to in Schedule 4 Part 6 with a real time information system compatible with ECC's public transport information system and to maintain the same connected to ECC's public transport information system in full working order