

# Appendix 2

List of Relevant Policies

## Uttlesford Local Plan (2005)

### Policy AIR1 - Development in the Terminal Support Area

*'Land adjoining the terminal, as shown on the Inset Map, is principally reserved for landside road and rail infrastructure and a telecommunications building, airside roads, the apron, passenger vehicle station rapid transport system and other airside operational uses; terminal support offices; an hotel and associated parking; a bus and coach station and short term and staff car parks.'*

### Policy AIR2 - Cargo Handling/Aircraft Maintenance Area

*'The area shown on the Inset Map as the cargo handling/aircraft maintenance area is principally reserved for the repair, overhaul, maintenance and refurbishment of aircraft, and facilities associated with the transfer of freight between road vehicles and aircraft or between aircraft.'*

### Policy AIR3 - Development in the Southern Ancillary Area

*'The area of land identified on the Inset Map as the southern ancillary area will be principally reserved for activities directly related to, or associated with the Airport, such as car hire, parking, maintenance and valeting operations; flight catering units; offices for various support functions, freight forwarders and agents; support functions for aircraft maintenance which can be carried out remote from an aircraft being serviced; airline training centres; airline computer centres and equipment storage facilities for airlines. Development will take place in phases based on a broad design brief agreed with the Council.'*

### Policy AIR4 - Development in the Northern Ancillary Area

*'The area of land identified on the Inset Map as the northern ancillary area will be principally reserved for activities directly related to, or associated with, the Airport, such as business aviation facilities, hangarage, aviation fuel storage depots and all those activities listed in Policy AIR3.'*

### Policy AIR5 - The Long-Term Car Park

*'The area shown on the Inset Map for long-term parking is reserved for the parking of aircraft passengers' cars.'*

### Policy AIR6 - Strategic Landscape Areas

*'Development will not be permitted within those areas identified as strategic landscape areas on the Inset Map.'*

### Policy AIR7 - Public Safety Zones

*'Within the 1:10,000 risk contour no residential or employment uses will be permitted. Within the 1:100,000 risk contour permission will only be granted for extensions or changes of use or low density development.'*

### Policy S4 - Stansted Airport Boundary

*'The boundary of Stansted Airport is defined on the Proposals Map. Provision is made for development directly related to or associated with Stansted Airport to be located within the boundaries of the airport. Industrial and commercial development unrelated to the airport will not be permitted on the site.'*

## Policy S8 - The Countryside Protection Zone

*'The area and boundaries of the Countryside Protection Zone around Stansted Airport are defined on the Proposals Map. In the Countryside Protection Zone planning permission will only be granted for development that is required to be there or is appropriate to a rural area. There will be strict control on new development. In particular development will not be permitted if either of the following apply:*

- a) New buildings or uses would promote coalescence between the airport and existing development in the surrounding countryside;*
- b) It would adversely affect the open characteristics of the zone.'*

## Policy GEN1 – Access

*'Development will only be permitted if it meets all of the following criteria:*

- a) Access to the main road network must be capable of carrying the traffic generated by the development safely.*
- b) The traffic generated by the development must be capable of being accommodated on the surrounding transport network.*
- c) The design of the site must not compromise road safety and must take account of the needs of cyclists, pedestrians, public transport users, horse riders and people whose mobility is impaired.*
- d) It must be designed to meet the needs of people with disabilities if it is development to which the general public expect to have access.*
- e) The development encourages movement by means other than driving a car.'*

## Policy GEN6 – Infrastructure Provision to Support Development

*'Development will not be permitted unless it makes provision at the appropriate time for community facilities, school capacity, public services, transport provision, drainage and other infrastructure that are made necessary by the proposed development. In localities where the cumulative impact of developments necessitates such provision, developers may be required to contribute to the costs of such provision by the relevant statutory authority.'*

## Policy GEN7 – Nature Conservation

*'Development that would have a harmful effect on wildlife or geological features will not be permitted unless the need for the development outweighs the importance of the feature to nature conservation. Where the site includes protected species or habitats suitable for protected species, a nature conservation survey will be required. Measures to mitigate and/or compensate for the potential impacts of development, secured by planning obligation or condition, will be required. The enhancement of biodiversity through the creation of appropriate new habitats will be sought.'*

### Policy ENV7 – The Protection of the Natural Environment – Designated Sites

*'Development proposals that adversely affect areas of nationally important nature conservation concern, such as Sites of Special Scientific Interest and National Nature Reserves, will not be permitted unless the need for the development outweighs the particular importance of the nature conservation value of site or reserve.'*

*Development proposals likely to affect local areas of nature conservation significance, such as County Wildlife sites, ancient woodlands, wildlife habitats, sites of ecological interest and Regionally Important Geological/ Geomorphological Sites, will not be permitted unless the need for the development outweighs the local significance of the site to the biodiversity of the District. Where development is permitted the authority will consider the use of conditions or planning obligations to ensure the protection and enhancement of the site's conservation interest.'*

### Policy ENV11 – Noise Generators

*'Noise generating development will not be permitted if it would be liable to affect adversely the reasonable occupation of existing or proposed noise sensitive development nearby, unless the need for the development outweighs the degree of noise generated.'*

### Policy ENV12 – Protection of Water Resources

*'Development that would be liable to cause contamination of groundwater particularly in the protection zones shown on the proposals map, or contamination of surface water, will not be permitted unless effective safeguards are provided.'*

### Policy ENV13 – Exposure to Poor Air Quality

*'Development that would involve users being exposed on an extended long-term basis to poor air quality outdoors near ground level will not be permitted. A zone 100 metres on either side of the central reservation of the M11 and a zone 35 metres either side of the centre of the new A120 have been identified on the proposals map as particular areas to which this policy applies.'*

### Policy GEN3 – Flood Protection

*'Within the functional floodplain, buildings will not be permitted unless there is an exceptional need. Developments that exceptionally need to be located there will be permitted, subject to the outcome of flood risk assessment. Where existing sites are to be redeveloped, all opportunities to restore the natural flood flow areas should be sought.'*

*Within areas of flood risk, within the development limit, development will normally be permitted where the conclusions of a flood risk assessment demonstrate an adequate standard of flood protection and there is no increased risk of flooding elsewhere. Within areas of the floodplain beyond the settlement boundary, commercial industrial and new residential development will generally not be permitted. Other developments that exceptionally need to be located there will be permitted subject the outcome of a flood risk assessment.*

*Outside flood risk areas development must not increase the risk of flooding through surface water run-off. A flood risk assessment will be required to demonstrate this. Sustainable Drainage Systems should also be considered as an appropriate flood mitigation measure in the first instance.*

*For all areas where development will be exposed to or may lead to an increase in the risk of flooding applications will be accompanied by a full Flood Risk Assessment (FRA) which sets out the level of risk associated with the proposed development. The FRA will show that the proposed development can be provided with the appropriate minimum standard of protection throughout its lifetime and will demonstrate the effectiveness of flood mitigation measures proposed.'*

## National Planning Policy Framework (NPPF)

Subject Matter	NPPF March 2012 (referred to in Planning Statement) (paragraph no's)	NPPF Feb 2019 (paragraph no's)
Sustainable development principles	7	8
Presumption in favour	14	10, 11
Noise (air, ground and surface access)	109, 123	170(e), 180
Air Quality	109, 120, 124	170(e), 181
Highway Safety and Accessibility	32, 34, 35, 36	102, 103, 109, 110, 111
Water Supply, Flood Risk and Drainage	100, 103	155, 156
Climate Change	7, 93, 99	8(c), 148, 149, 150
Carbon Emissions	7, 17, 18	8(c), 148
Natural Habitat	109, 118	170, 175
Socio- Economic Impacts	17,19	38, 80
Community Wellbeing & Health Impacts	69	91
Planning Obligations & Conditions	203, 204, 205, 206	54, 55, 56

## Other Policy Docs

The key policy documents, which are current Government Policy:

- Aviation Policy Framework, March 2013
- Beyond the Horizon: The future of UK aviation; Making best use of existing runways, HM Government, June 2018

Other relevant documents published by Government, but that are not currently formal policy:

- Beyond the horizon: The future of UK aviation – Next Steps towards an Aviation Strategy, HM Government, April 2018
- Aviation 2050: The future of UK aviation – A consultation, HM Government, December 2018
- Decarbonising Transport – Setting the Challenge' (Department of Transport, March 2020)

# Appendix 3

## Draft January 2020 Section 106 Agreement

*A scanned version of the signed Section 106 Agreement can be found on the next page. A clean version can be provided during the appeal process.*

Dated Do not Date 2020

- (1) **UTTLESFORD DISTRICT COUNCIL**  
and  
(2) **ESSEX COUNTY COUNCIL**  
and  
(3) **STANSTED AIRPORT LIMITED**  
and  
(4) **CITICORP TRUSTEE COMPANY LIMITED**

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**DEED OF PLANNING OBLIGATIONS**

relating to Land at Stansted Airport, Essex pursuant to  
section 106 of the Town and Country Planning Act 1990

Planning Permission Ref No: **UTT/18/0460/FUL**

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**Town Legal LLP**  
**10 Throgmorton Avenue**  
**London EC2N 2DL**

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### Annexures

1. **Plan 1 (Airport Property)**
2. **Airfield Infrastructure Works Plan**
3. **Revised SIGS Contour Plan**
4. **Junction 8 (M11) Scheme Drawing**
5. **Priory Wood Roundabout Drawing**
6. **Local Road Monitoring Scheme (Schedule 3 Part 2)**
7. **Rail-Users Discount Scheme (Schedule 3 Part 2)**
8. **Transport Forum Revised Terms of Reference (Schedule 3 Part 2)**



- 9. Area of Benefit Plan (Schedule 3 Part 4)
- 10. Community Benefit Terms of Reference (Schedule 3 Part 4)
- 11. Woodland Plan (Schedule 3 Part 5)

AN AGREEMENT made the

day of Do not date 2020

BETWEEN

- (1) **UTTLESFORD DISTRICT COUNCIL** of Council Offices London Road Saffron Walden Essex CB11 4ER ("**UDC**") of the first part;
- (2) **ESSEX COUNTY COUNCIL** of County Hall, Market Road, Chelmsford CM1 1QH (the "**County Council**") of the second part;
- (3) **STANSTED AIRPORT LIMITED** (Co Reg No: 01990920) whose registered office is at Enterprise House, Bassingbourn Road, Stansted Airport, Essex CM24 1QW ("**STAL**") of the third part; and
- (4) **CITICORP TRUSTEE COMPANY LIMITED** (Co Reg No: 0235914) whose registered office is at Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB (the "**Chargee**") of the fourth part.

## 1. DEFINITIONS

- 1.1. "**39 mppa Date**" means the end of the first month following the point at which the annual passenger throughput at Stansted Airport exceeds 39 mppa over a period of twelve calendar months for the first time;
- 1.2. "**43 mppa Date**" means end of the first month following the point at which the annual passenger throughput at Stansted Airport reaches 43 mppa over a period of twelve calendar month for the first time;
- 1.3. "**1972 Act**" means the Local Government Act 1972;
- 1.4. "**1980 Act**" means the Highways Act 1980;
- 1.5. "**1990 Act**" means the Town and Country Planning Act 1990;
- 1.6. "**1999 Act**" means the Contracts (Rights of Third Parties) Act 1999;
- 1.7. "**2000 Act**" means the Local Government Act 2000;
- 1.8. "**2003 Agreement**" means the Deed of Planning Obligations dated **14 May 2003** relating to Stansted Airport and made between (1) UDC, (2) Essex County Council and (3) STAL;
- 1.9. "**2008 Undertaking**" means the Deed of Unilateral Undertaking relating to Stansted Airport dated **26 September 2008** entered into by (1) STAL in favour of (2) UDC and (3) Essex County Council;
- 1.10. "**2011 Act**" means the Localism Act 2011;
- 1.11. "**Airfield Infrastructure Works**" means the following works at Stansted Airport:
  - (a) the formation of two new taxiway links to the runway (Rapid Access Taxiway 22/04 and Rapid Exit Taxiway Mike Romeo (MR));
  - (b) six additional remote aircraft stands adjacent to Yankee Taxiway; and
  - (c) three additional remote aircraft stands (forming an extension of the Echo Apron),

as shown on the Airfield Infrastructure Works Plan;

- 1.12. "Airfield Infrastructure Works Plan" means drawing no **STAL-STAL-001-PLA-001-001** comprising **Annexure 2** to this Deed;
- 1.13. "Airport Property" means the land shown for the purpose of identification only edged in blue excluding the land edged in green on **Plan 1**;
- 1.14. "Authorities" means UDC and Essex County Council;
- 1.15. "CIL Regulations" means the Community Infrastructure Levy Regulations 2010 as amended or replaced from time to time;
- 1.16. "Date of Grant" means the date the Permission is issued by UDC;
- 1.17. "Development" means the development authorised by the Permission;
- 1.18. "Essex County Council" means Essex County Council of County Hall, Market Road, Chelmsford CM1 1QH acting as the local highway authority for Essex;
- 1.19. "Existing Planning Agreements" means all of the following deeds and documents:
- (a) the 2003 Agreement;
  - (b) the 2008 Undertaking; and
  - (c) a second Unilateral Undertaking given by a Deed dated **26 September 2008** made by (1) STAL in favour of (2) UDC and (3) Hertfordshire County Council;
- 1.20. "Existing Planning Consents" means the following two planning permissions:
- (a) planning permission Ref No **UTT/1000/01/OP** dated **16 May 2003**; and
  - (b) planning permission Ref No **UTT/0717/06/FUL** granted on appeal by the Secretaries of State, dated **8 October 2008**;
- 1.21. "Implementation" means the implementation of the Permission by the carrying out of any material operation (as defined by section 56 of the 1990 Act) pursuant to the Permission **PROVIDED ALWAYS** for the purposes of this Agreement Implementation shall exclude:
- (a) all works associated with the operation of Stansted Airport other than works required for the Airfield Infrastructure Works;
  - (b) any works carried out pursuant to permitted development rights;
  - (c) site survey and site preparation in advance of and preparatory to commencement of the Airfield Infrastructure Works;
  - (d) ecological and archaeological survey work;
  - (e) any other surveys required by the Permission prior to the commencement of the Development;
  - (f) remediation; and
  - (g) the taking of preparatory measures in advance of the carrying out of the Airfield Infrastructure Works;
- and "Implement" and "Implemented" shall mutatis mutandis be construed accordingly;
- 1.22. "Implementation Date" means the date of actual Implementation;

- 1.23. **"Indexed"** means adjusted by reference to the relevant index pursuant to the provisions of clause 7;
- 1.24. **"Legal Challenge"** means any challenge to the validity or lawfulness of the Planning Application or to the Permission in the courts brought by means of proceedings for judicial review, declaratory proceedings or otherwise calling into question the validity of the Permission; and includes any proceedings by way of appeal to the Court of Appeal, the Supreme Court or to any other appellate body;
- 1.25. **"Legal Charge"** means a legal charge dated **14 February 2014** (Charge Ref: CH373359) in favour of the Chargee referred to in the Charges Registers of relevant titles to the Airport Property;
- 1.26. **"mppa"** means million passengers per annum whose journey by air involves either taking off from or landing at Stansted Airport, calculated by reference to the Civil Aviation Authority definitions where:
- (a) a **terminal passenger** is a passenger joining or leaving an aircraft at the reporting airport. A passenger travelling between two reporting airports is counted twice, once at each airport. A passenger who changes from one aircraft to another, whether carrying the same flight number (change of gauge) or not is treated as a terminal passenger, (known as an **"interlining passenger"** or **"transfer passenger"**) and is therefore counted twice at the airport where they change from one aircraft to another; and
  - (b) a **transit passenger** is a passenger who arrives at and departs from a reporting airport on the same aircraft which is transiting. Each transit passenger is counted once only and not both on arrival and on departure.
- 1.27. **"Passenger Level Trigger Date"** means the end of the first month following the point at which the annual passenger throughput at Stansted Airport exceeds 35 mppa over a period of twelve calendar months for the first time;
- 1.28. **"Permission"** means the planning permission (a draft of which is annexed at **Schedule 1**) granted or to be granted by UDC in respect of the Planning Application;
- 1.29. **"Plan 1"** means plan reference no SK394 comprising **Annexure 1** to this Deed;
- 1.30. **"Planning Application"** means the application dated **February 2018** made by STAL under reference number **UTT/18/0460/FUL**;
- 1.31. **"Qualifying Purposes"** means purposes that fulfil the following three tests, namely that expenditure is:
- (a) necessary to make the Development, works or expenditure acceptable in planning terms; and
  - (b) directly related to the Development; and
  - (c) fairly and reasonably related in scale and kind to the Development,
- in each case as approved by the Permission.
- 1.32. **"Reasonable Endeavours"** means it is agreed between STAL and the relevant one of the Authorities that the party under such an obligation shall not thereby be required to take proceedings (including any appeal) in any court, public inquiry or other hearing (unless expressly specified to the contrary) but **SUBJECT THERETO** such party shall be bound to make all reasonable attempts to fulfil the relevant obligation by

the expenditure of such effort and / or sums of money and the engagement of such professional or other advisers as in all the circumstances may be reasonable; and

- 1.33. **"Unchallenged Permission Date"** means the date when all steps by way of Legal Challenge have been exhausted.

## **2. RECITALS**

- 2.1. UDC is the planning authority within the meaning of the 1990 Act for the area in which the Airport Property is situated.
- 2.2. The County Council is the local highway authority and the local authority for statutory education and childcare for the area within which the Airport Property is situated.
- 2.3. STAL is registered at the Land Registry as proprietor of the Airport Property with freehold title under the title numbers set out in **Schedule 2** subject to the Legal Charge.
- 2.4. The Chargee has the benefit of the Legal Charge.
- 2.5. STAL submitted the Planning Application to UDC; and at the meeting of its Planning Committee held on 14 November 2018 UDC resolved to grant the Permission subject to STAL entering into a binding obligation under section 106 of the 1990 Act making provision for the matters set forth in this Agreement.
- 2.6. UDC considers it expedient in the interests of proper planning of its area and having regard to the policies of the Development Plan, regulation 122 of the CIL Regulations and all other material considerations that provision should be made for regulating or facilitating the Development in the manner herein.
- 2.7. UDC and STAL and the County Council have agreed to enter into this Agreement pursuant to the operative powers described in **clause 3** for the purpose of regulating the Development and use of the Airport Property in the terms and upon the details specified in this Agreement.
- 2.8. 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 section 106 and section 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, section 278 of the 1990 Act, section 2 of the 2000 Act and section 1 of the 2011 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 and except for the obligation at paragraph 3 of **Schedule 3** in relation to the Local Road Monitoring Scheme which may be enforced by the County Council.

4. **OBLIGATIONS UNDERTAKEN BY STAL AND THE CHARGE**

- 4.1. With the intent that subject as provided in this Agreement the Airport Property 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 Property so that the provisions of this Agreement shall be enforceable against STAL and (but only for so long as the Chargee is in possession of the Airport Property) the Chargee and their respective successors in title, STAL and the Chargee hereby jointly and severally covenant with UDC to observe and comply with the obligations contained in **Schedule 3**.
- 4.2. The liability of any person under this Agreement shall cease once it has parted with its interest in the Airport Property or any relevant part thereof (in which event the obligations of any person under this Agreement shall cease only in relation to that part or those parts of the Airport Property which is or are transferred by that person) but not so as to amount to a release from liability for any antecedent breaches of this Agreement arising prior to the transfer.
- 4.3. Tenants of any part of the Airport Property with the benefit of leases for their own occupation or for the occupation of sub-tenants (or any person or mortgagee claiming through or under such person, and any derivative interests), licensees, concessionaires and other permitted occupiers holding subordinate or temporary interests, and statutory undertakers, power and utilities suppliers, owners or providers of services to Stansted Airport having occupational estates, easements, rights or other interests shall not be bound by any part of this Agreement.

5. **AGREEMENTS AND DECLARATIONS**

- 5.1. The obligations contained in **Schedule 3** shall take effect only upon the Implementation Date (save where expressly stated to the contrary in **Schedule 3**) and in the event that the Planning Application is refused or the Permission is quashed or is for any other reason not Implemented and expires the obligations contained in **Schedule 3** shall absolutely cease and determine without further obligation upon STAL or the Chargee or their successors in title.
- 5.2. The obligations contained in **Schedule 3** shall absolutely cease and determine without further obligation upon STAL or its successors in title if the Permission is revoked or modified (in either case without the consent of STAL) or expires without being Implemented.
- 5.3. Save as specifically provided in **Schedule 3** nothing in this Agreement shall prohibit or limit the right to develop any part of the Airport Property in accordance with any planning permission (other than one relating to the Development).

6. **ADVANCE NOTICE OF IMPLEMENTATION AND OF THE PASSENGER LEVEL TRIGGER DATE**

- 6.1. STAL will give UDC and the County Council not less than 28 days prior notice in writing of its intention to Implement specifying the intended Implementation Date.
- 6.2. Forthwith upon Implementation STAL will give UDC and the County Council notice in writing of Implementation.

- 6.3. STAL will give UDC not less than 28 days prior notice in writing of the anticipated occurrence of the Passenger Level Trigger Date
- 6.4. Forthwith upon the Passenger Level Trigger Date STAL will give UDC notice in writing of such occurrence.

**7. PROVISION FOR INDEXATION**

- 7.1. References in this Agreement to sums of money shall be deemed to mean that sum plus a percentage thereof calculated in March in each year (hereinafter called the "Review Date") equivalent to the percentage increase in the Consumer Price Index from the date of this Agreement to each Review Date until the Developer shall have paid the full and final amount of 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 any balance of such sums remaining unpaid at each Review Date.

**8. VAT**

STAL shall not be obliged to make any contribution towards the VAT payable by the Authorities in respect of any works to be undertaken by the Authorities insofar as and to the extent that the amount of such VAT is (by way of set-off or otherwise) recoverable by or reimbursable to the relevant Authority.

**9. PROVISOS AND INTERPRETATION**

- 9.1. Save and except to the extent that they are amended or varied by the terms of this Agreement, the Existing Planning Agreements continue in full force and effect.
- 9.2. Terms and provisions defined in the Existing Planning Agreements and used in this Agreement shall except where the context otherwise requires have the same meanings as are set forth in the relevant Existing Planning Agreements.
- 9.3. No provision of this Agreement shall be interpreted so as to affect contrary to law the rights powers duties and obligations of UDC in the exercise of any of its statutory functions or otherwise; and if in any case any provision of this Agreement shall be in conflict with or cause STAL or its successors to breach its of their statutory functions and/or obligations as Airport Operator (as defined in section 82 of the Airport Act 1986) of Stansted Airport, the Parties shall use their Reasonable Endeavours in good faith to seek to agree any necessary modifications to the terms of this Agreement.
- 9.4. 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 provision 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, except where the Permission is quashed or otherwise held to be void and of no further or continuing effect.
- 9.5. No waiver (whether express or implied) by 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 UDC from enforcing any of the said obligations, covenants or terms and conditions or from acting upon any subsequent breach or default.

- 9.6. Insofar as any parts of this Agreement may be subject to the rule against perpetuities those parts shall remain in force for as long as any of the provisions hereof remain to be performed or observed or 125 years whichever shall be the shorter.
- 9.7. Any provision contained in this Agreement requiring the consent or approval of any party hereto shall be deemed to incorporate a proviso that such consent or approval shall not be unreasonably withheld or delayed.
- 9.8. Words denoting an obligation on a party to do any act, matter or thing include an obligation to procure that it be done and words placing a party under a restriction include an obligation not to cause permit or suffer any infringement of the restriction.
- 9.9. References in this Agreement to statutes, bye-laws, regulations, orders and delegated legislation shall include any statute, bye-law, regulation, order, delegated legislation, plans, regulations, permissions and directions, amending, re-enacting or made pursuant to the same as current and in force from time to time.
- 9.10. The headings in this Agreement do not affect its interpretation.
- 9.11. Unless the context otherwise requires references to sub-clauses, clauses and schedules are to sub-clause clauses and schedules of this Agreement.
- 9.12. Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 9.13. Unless the context otherwise so requires:
- (a) references to UDC, Essex County Council, STAL and the Chargee include their respective permitted successors and assigns;
  - (b) references to statutory provisions include those statutory provisions as amended or re-enacted; and
  - (c) references to any gender include both genders.
- 9.14. The Interpretation Act 1978 shall apply to this Agreement.
- 9.15. In the event of any conflict between the terms, conditions and provisions of this Agreement and any document attached hereto or referred to herein the terms, conditions and provisions of this Agreement shall prevail.

## 10. ENFORCEABILITY AGAINST CHARGEES

- 10.1. This Agreement has been entered into by STAL and the Chargee and their respective interests in the Airport Property shall be bound by the obligations contained in this Agreement **PROVIDED THAT** no obligations in this Agreement shall be binding on or enforceable against the Chargee or any other chargee or mortgagee from time to time who shall have the benefit of a charge or mortgage of or on any part or parts of the Airport Property or any receiver appointed by such chargee or mortgagee or any person deriving title through such chargee, mortgagee or receiver unless and until such chargee, mortgagee, receiver or person has entered into possession of the Airport Property or part thereof to which such obligation relates.



## **11. DISPUTE RESOLUTION**

- 11.1. Subject to Clause 11.7, if any dispute arises relating to or arising out of the terms of this Agreement persists beyond ten (10) Working Days, either STAL or UDC (or if the dispute is in respect of the obligation at paragraph 3 of Schedule 3 in relation to the Local Road Monitoring Scheme, either STAL or the County Council) may give to the other written notice requiring the dispute to be determined under this Clause 11. The notice is to propose an appropriate Specialist and specify the nature and substance of the dispute and the relief sought in relation to the dispute.
- 11.2. For the purposes of this Clause 11 a "Specialist" is a person qualified to act as an expert in relation to the dispute having not less than ten (10) years' professional experience in relation to developments in the nature of the Development and property in the same locality as the Site.
- 11.3. Any dispute over the type of Specialist appropriate to resolve the dispute may be referred at the request of any party to the dispute to the President for the time being of the Chartered Institute of Arbitrators (or other appropriate President of a professional institute with expertise in the relevant discipline as agreed between the parties in dispute) who will have the power, with the right to take such further advice as he may require, to determine the appropriate type of Specialist and to arrange his nomination under Clause 11.4.
- 11.4. Any dispute over the identity of the Specialist is to be referred at the request of any party to the dispute to the President or other most senior available officer of the organisation generally recognised as being responsible for the relevant type of Specialist who will have the power, with the right to take such further advice as he may require, to determine and nominate the appropriate Specialist or to arrange his nomination. If no such organisation exists, or the parties cannot agree the identity of the organisation, then the Specialist is to be nominated by the President for the time being of the Chartered Institute of Arbitrators (or other appropriate President of a professional institute with expertise in the relevant discipline as agreed between the parties in dispute).
- 11.5. The Specialist is to act as an independent expert and:
- (a) each party to the dispute may make written representations within ten (10) Working Days of his appointment and will copy the written representations to the other party;
  - (b) each party to the dispute is to have a further ten (10) Working Days to make written comments on the other's representations and will copy the written comments to the other party;
  - (c) the Specialist is to be at liberty to call for such written evidence from the parties to the dispute and to seek such legal or other expert assistance as he or she may reasonably require;
  - (d) the Specialist is not to take oral representations from the parties to the dispute without giving those parties the opportunity to be present and to give evidence and to cross-examine each other;
  - (e) the Specialist is to have regard to all representations and evidence before him when making his decision, which is to be in writing, and is to give reasons for his decision;

- (f) the Specialist is to use all reasonable endeavours to publish his decision within thirty (30) Working Days of his appointment; and
- (g) the decision of the Specialist shall be final and binding on the parties save in the case of manifest error.

11.6. Responsibility for the costs of referring a dispute to a Specialist under this Clause 11 including costs connected with the appointment of the Specialist and the Specialist's own costs, but not the legal and other professional costs of any party in relation to a dispute, will be decided by the Specialist or failing such decision each party will bear its own costs

11.7. This Clause 11 does not apply to disputes in relation to matters of law or the construction or interpretation of this Agreement which will be subject to the jurisdiction of the courts of England.

## **12. MISCELLANEOUS PROVISIONS**

### **Registration and cancellation**

12.1. This Agreement constitutes a local land charge and shall be registered as such provided that UDC will upon the happening of any of the eventualities referred to in clauses 5.1. and 5.2. above or 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.

### **Satisfaction of any of the provisions of this Agreement**

12.2. Where in the opinion of STAL any of the provisions of this Agreement have been satisfied, STAL shall be entitled to apply to UDC for a certificate to that effect and upon the relevant planning officer being satisfied that the relevant agreement, obligation or covenant as the case may be has been satisfied, the relevant officer shall as soon as is reasonably practicable issue a certificate to such effect subject to its reasonable costs and charges in connection with the preparation of the same being discharged by STAL.

### **Exclusion of the 1999 Act**

12.3. 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.

### **Notices**

12.4. 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.

12.5. 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 Assistant Director of Planning of that Council.

#### **Entire Agreement**

- 12.6. This Agreement, the schedules and the documents annexed hereto or otherwise referred to herein contain the whole agreement between the parties relating to the subject matter hereof and supersede all prior agreements arrangements and understandings between the parties relating to that subject matter but **SUBJECT ALWAYS** to the provisions of clause 9.1 of this Agreement.

#### **Costs**

- 12.7. Upon the execution of this Agreement STAL will pay the reasonable legal costs of UDC up to a maximum of five thousand pounds (£5,000) and of the County Council up to a maximum of three thousand pounds (£3,000) in connection with the negotiation and preparation and completion thereof.

#### **Monitoring**

- 12.8. Within 30 days after the Unchallenged Permission Date STAL will pay twenty five thousand pounds (£25,000) to UDC towards UDC's monitoring costs in relation to the obligations contained in this Agreement.
- 12.9. Within 30 days of each anniversary of Unchallenged Permission Date for a period of ten years, STAL will pay five thousand (£5,000) to UDC towards UDC's ongoing monitoring costs in relation to the obligations contained in this Agreement up to a total of fifty thousand pounds (£50,000).

#### **Jurisdiction**

- 12.10. This Agreement is governed by and interpreted in accordance with the laws of England.
- 12.11. It is hereby agreed that the parties irrevocably submit to the exclusive jurisdiction of the courts of England.

#### **13. DELIVERY**

- 13.1. This Agreement is delivered on the date written at the start and the provisions of this Agreement (other than this clause which shall be of immediate effect) shall be of no effect until this Agreement has been dated.

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

**SCHEDULE 1**  
**(The Permission)**



## UTTLESFORD DISTRICT COUNCIL

Council Offices, London Road, Saffron Walden, Essex CB11 4ER  
Telephone (01799) 510510, Fax (01799) 510550  
Textphone Users 18001  
Email [uconnect@uttlesford.gov.uk](mailto:uconnect@uttlesford.gov.uk) Website [www.uttlesford.gov.uk](http://www.uttlesford.gov.uk)

Mr A Andrew  
Stansted Airport Limited  
(STAL)  
Enterprise House  
Bassingbourn Road  
Stansted Airport  
CM24 1QW

### TOWN AND COUNTRY PLANNING ACT 1990 (AS AMENDED) TOWN AND COUNTRY PLANNING (DEVELOPMENT MANAGEMENT PROCEDURE) (ENGLAND) ORDER 2015

**Application Number: UTT/18/0460/FUL**  
**Applicant: Stansted Airport Limited (STAL)**

Uttlesford District Council **Grants Permission** for:

**Airfield works comprising two new taxiway links to the existing runway (a Rapid Access Taxiway and a Rapid Exit Taxiway), six additional remote aircraft stands (adjacent Yankee taxiway); and three additional aircraft stands (extension of the Echo Apron) to enable combined airfield operations of 274,000 aircraft movements (of which not more than 16,000 movements would be Cargo Air Transport Movements (CATM)) and a throughput of 43 million terminal passengers, in a 12-month calendar period Stansted Airport**

#### The approved plans/documents are listed below:

Plan Reference/Version	Plan Type/Notes	Received
001-002 RE 01	Other	22/02/2018
001-003 RE 01	Other	22/02/2018
001-004 RE 01	Other	22/02/2018
001-005 RE 01	Other	22/02/2018
NK017817 - SK309	Location Plan	22/02/2018

Permission is granted with the following conditions:

- 1 The development hereby permitted shall be begun before the expiration of 3 years from the date of this decision.

**REASON:** To comply with the requirements of Section 91 of the Town and Country Planning Act 1990 as amended by Section 51 of the Planning and Compulsory Purchase Act 2004.

- 2 Prior to reaching 35mppa and following consultation with the Environment Agency a scheme for the provision and implementation of water resource efficiency measures, during the operational phases of the development shall be submitted to and agreed, in writing, with the Local Planning Authority. The scheme shall include a clear timetable for the implementation of the measures in relation to the operation of the development. The scheme shall be implemented and the measures provided and made available for use in accordance with such timetables as may be agreed..

The scheme shall include the identification of locations for sufficient additional water meters to inform and identify specific measures in the strategy. The locations shall reflect the passenger, commercial and operational patterns of water use across the airport:

REASON: In order to secure a sustainable form of development, as set out in paragraph 150 of the National Planning Policy Framework and Policy GEN2(e) of the Uttlesford Local Plan (adopted 2005).

- 3 Prior to the commencement of construction works, a Construction Environmental Management Plan shall be submitted to and approved in writing by the local planning authority. The construction works shall subsequently be carried out strictly in accordance with the approved CEMP, unless otherwise agreed in writing.

The CEMP must incorporate the findings and recommendations of the Environmental Statement and must incorporate the following plans and programmes:.

- (a) External Communications Plan
  - (i) External communications programme
  - (ii) External complaints procedure
- (b) Pollution Incident Prevention and Control Plan
  - (i) Identification of potential pollution source, pathway and receptors
  - (ii) Control measures to prevent pollution release to water, ground and air (including details of the surface/ground water management plan)
    - (iii) Control measures for encountering contaminated land
    - (iv) Monitoring regime
    - (v) Emergency environmental incident response plan
    - (vi) Incident investigation and reporting
    - (vii) Review/change management and stakeholder consultation
- (c) Site Waste Management Plan
  - (i) Management of excavated materials and other waste arising
  - (ii) Waste minimisation
  - (iii) Material re-use
- (d) Nuisance Management Plan (Noise, Dust, Air Pollution, Lighting)
  - (i) Roles and responsibilities
  - (ii) Specific risk assessment - identification of sensitive receptors and predicted impacts
    - (iii) Standards and codes of practice
    - (iv) Specific control and mitigation measures
    - (v) Monitoring regime for noise
- (e) Management of Construction Vehicles
  - (i) parking of vehicles of site operatives
  - (ii) routes for construction traffic

REASON: To protect amenity of neighbouring properties and in the interests of highway safety, in accordance with Uttlesford Local Plan Policies GEN1, GEN2, GEN4, ENV11 (adopted 2005). This condition must be pre-commencement to ensure appropriate

mitigation measures are in place prior to the commencement of works, as set out in the Environmental Statement.

- 4 Prior to commencement of the development, a detailed surface water drainage scheme for the airfield works hereby approved based on the calculated required attenuation volume of 256m<sup>3</sup>, must be submitted to and approved in writing by the local planning authority. The scheme must be implemented in accordance with the approved details as part of the development, and should include but not be limited to:

- o Detailed engineering drawings of the new or altered components of the drainage scheme.
- o A final drainage plan which details exceedance and conveyance routes, and location and sizing of any drainage features.
- o A written report summarising the scheme as built and highlighting any minor changes to the approved strategy.

REASON: To prevent surface water flooding both on- and off-site, in accordance with the National Planning Policy Framework. This condition must be 'pre-commencement' to ensure that the development is only carried out in accordance with the above details.

- 5 A Biodiversity Management Strategy (BMS) in respect of the translocation site at Monks Farm shall be submitted to, and approved in writing by, the local planning authority prior to the commencement of construction works.

The content of the BMS shall include the following:

- o Description and evaluation of features to be managed
- o Ecological trends and constraints on site that might influence management
- o Aims and objectives of management
- o Appropriate management options for achieving aims and objectives
- o Prescriptions for management actions
- o Preparation of a work schedule (including an annual work plan capable of being rolled forward over a five year period)
- o Details of the body or organisation responsible for implementation of the Strategy
- o Ongoing monitoring and remedial measures

The Strategy shall also set out (where the results from monitoring show that conservation aims and objectives of the BMS are not being met) how contingencies and/or remedial action will be identified, agreed and implemented so that the development still delivers the fully functioning biodiversity objectives of the originally approved scheme. The approved Strategy will be implemented by the developer in accordance with the approved details.

REASON: To conserve protected and priority species and allow the Local Planning Authority to discharge its duties under the UK Habitats Regulations 2017, the Wildlife and Countryside Act 1981 as amended, and Policy GEN7 of the Uttlesford Local Plan (adopted 2005) and the NPPF.

- 6 All ecological mitigation and enhancement measures and/or works shall be carried out in accordance with the details contained in the Stansted - Ecology Mitigation Strategy (RPS, February 2018) forming part of the ES Appendix 16.2 to the satisfaction of the local planning authority.

REASON: To conserve and enhance protected and priority species and allow the Local Planning Authority to discharge its duties under the UK Habitats Regulations, the Wildlife and Countryside Act 1981 as amended and s40 of the NERC Act 2006 (Priority habitats

and species) and s17 Crime and Disorder Act 1998, and in accordance with Policy GEN7 of the Uttlesford Local Plan (adopted 2005) and the NPPF.

- 7 The area enclosed by the 57dB(a) Leq, 16h (0700-2300) contour shall not exceed 33.9 sq km for daytime noise.

By the end of the first calendar year that annual passenger throughput exceeds 35million, or by 31 December 2024, whichever is the sooner, a strategy shall be submitted to, and agreed with, the local planning authority, which defines the measures to be taken by STAL or any successor or airport operator to reduce the area of the noise contour by the end of 2028 for daytime noise to 28.7sq km for the area exposed to 57dB(A) Leq 16h (0700-2300). Thereafter, from 2029, the area enclosed by the 57dB(A) Leq 16hr (0700-2300) contour shall not exceed 28.7sqkm for daytime noise.

REASON: In the interests of protecting the amenity of local residents, in accordance with Uttlesford Local Plan Policy ENV11, and in accordance with the principle of the aviation industry sharing the benefits of improvements to technology with local communities, as set out in the Aviation Policy Framework.

For the purposes of condition 7, the noise contour shall be calculated by the CAA's Environmental Research and Consultancy Department (ERCD) Aircraft Noise Contour (ANCON) model (current version 2.3). (or as may be updated or amended) and using the standardised average mode.

- 8 The passenger throughput at Stansted Airport shall not exceed 43 million passengers in any 12 calendar month period. From the date of this permission, the airport operator shall report the monthly and moving annual total numbers of passengers in writing to the local planning authority no later than 28 days after the end of the calendar month to which the data relate.

REASON: To ensure the predicted effects of the development are not exceeded, in accordance with policies in the Uttlesford Local Plan and the NPPF.

- 9 There shall be at Stansted Airport a limit on the number of occasions on which aircraft may take-off or land at Stansted Airport of 274,000 Air Transport Movements during any 12 calendar month period, of which no more than 16,000 shall be CATMs (Cargo Air Transport Movements). From the date of the granting of planning permission, the developer shall report the monthly and moving annual total numbers of Aircraft Movements, PATMs (Passenger Air Transport Movements) and CATMs in writing to the local planning authority no late than 28 days after the end of the calendar month to which the data relate.

REASON: To protect the amenity of residents who live near the airport and who are affected by, or may be affected by aircraft noise, in accordance with Uttlesford Local Plan Policy ENV11 (adopted 2005) and to ensure the predicted effects of the development are not exceeded.

For the purposes of condition 9, the limit shall not apply to aircraft taking off or landing in any of the following circumstances:

- a) the aircraft is required to land at the airport because of an emergency, a divert or any other circumstance beyond control of the operator and commander of the aircraft; and
- b) the aircraft is engaged on the Head of State's flight, or on a flight operated primarily for the purposes of the transport of government Ministers or visiting Heads of State or dignitaries from abroad.



- 10 Within 6 months from the date of this permission a scheme for the installation of rapid electric vehicle charging points at the airport shall be submitted to and approved in writing by the local planning authority. The scheme shall indicate the numbers, locations and programme for installation. Subsequently, the charging points shall be installed in accordance with the approved details and retained thereafter.

**REASON:** To ensure adequate mitigation measures are in place to address the predicted increase in air pollution as a result of the development, in accordance with paragraph 181 of the NPPF.

In determining this application, the Local Planning Authority had regard to the following Development Plan Policies:

National Planning Policy Framework 2

S4 - Stansted Airport Boundary

AIR1 - Development In The Terminal Support Area

AIR2 - Cargo Handling/Aircraft Maintenance Area

AIR3 - Development In The Southern Ancillary Area

AIR4 - Development In The Northern Ancillary Area

AIR5 - The Long Term Car Park

AIR6 - Strategic Landscape Areas

AIR7 - Public safety Zones

GEN1 - Access

GEN3 - Flood Protection

GEN4 - Good Neighbours

GEN5 - Light Pollution

GEN6 - Infrastructure Provision to Support Development

GEN7 - Nature Conservation

ENV2 - Development affecting Listed Buildings

ENV7 - The protection of the natural environment designated sites

ENV9 - Historic Landscape

ENV11 - Noise generators

ENV12 - Groundwater protection

ENV13 - Exposure to poor air quality

**Gordon Glenday**  
**Assistant Director Planning**

**Notes:**

- 1 \* This permission does not incorporate Listed Building Consent unless specifically stated.  
\* The alterations permitted by this consent are restricted to those specified and detailed in the application. Any alteration, demolition or re-building not so specified, even if this should become necessary during the course of the work, must be subject of a further application. It is an offence to carry out unauthorised work to the interior or exterior of a Listed Building in any way, which would affect its character.  
\* The proposal has been considered against Development Plan policies shown in the schedule of policies. Material planning considerations do not justify a decision contrary to the Development Plan.

- \* The Development Plan comprises the saved policies of the Uttlesford Local Plan (2005).
- \* It is the responsibility of the owner to ensure that any conditions attached to an approval are complied with. Failure to do so can result in enforcement action being taken. Where conditions require the submission of matters to and approval by the local planning authority these must be submitted on form "Application for approval of details reserved by condition" available from the Council's web site [www.uttlesford.gov.uk](http://www.uttlesford.gov.uk) and accompanied by the correct fee.
- \* Your attention is drawn to the need to check with the Council's Building Surveying Section regarding fire-fighting access and the requirements of Section 13 of the Essex Act 1987.
- \* Your attention is drawn to the Equality Act 2010. The Act makes it unlawful for service providers (those providing goods, facilities or services to the public), landlords and other persons to discriminate against certain groups of people.
- \* If you intend to pipe, bridge or fill in a watercourse, as part of this development or otherwise, you need to contact the County Highways Authority.
- \* Under the terms of the Water Resources Act 1991 and Environment Agency Byelaws, the prior written consent of the agency is required for any proposed works or structures in, under, over or within 9 metres of the top of the bank of any main river.
- \* If either the local planning authority or the Secretary of State refuses permission to develop land or grants it subject to conditions, the owner may claim that he can neither put the land to a reasonably beneficial use in its existing state nor render the land capable of a reasonably beneficial use by the carrying out of any development which has been or would be permitted. In these circumstances, the owner may serve a purchase notice on the Council in whose area the land is situated. This notice will require the Council to purchase his interest in the land in accordance with the provisions of Part VI of the Town and Country Planning Act 1990.
- \* Working in close proximity to live overhead lines:  
The law requires that work may be carried out in close proximity to electricity overhead lines (usually recognised by a yellow and black "Danger of Death" label on the pole or pylon although this may be missing or have been vandalised) only when there is no alternative and only when the risks are acceptable and can be properly controlled. Further information can be viewed at <http://www.ukpowernetworks.co.uk/internet/en/help-and-advice/help-sheets/> then click on "Keeping Safe" then "Working safely near power lines" UK Power Networks will also visit sites and provide safety advice with regard to work near electricity overhead lines and a statement of clearances to the overhead lines. A call to UK Power Networks general enquiries line on 0845 601 4516 will be required to request a visit. Lines open Monday to Friday 9.00am to 5.00pm.
- Appeals to the Secretary of State
  - o If an enforcement notice is served relating to the same or substantially the same land and development as in your application and if you want to appeal against your local planning authority's decision on your application, then you must do so within: 28 days of the date of service of the enforcement notice, or within 6 months [12 weeks in the case of a householder appeal] of the date of this notice, whichever period expires earlier.
  - o Appeals can be made online at: <https://www.gov.uk/planning-inspectorate>.
  - o If you are unable to access the online appeal form, please contact the Planning Inspectorate to obtain a paper copy of the appeal form on tel: 0303 444 5000.
  - o The Secretary of State can allow a longer period for giving notice of an appeal but will not normally be prepared to use this power unless there are special circumstances which excuse the delay in giving notice of appeal.
  - o The Secretary of State need not consider an appeal if it seems to the Secretary of State that the local planning authority could not have granted planning permission for the proposed development or could not have granted it without the conditions they imposed, having regard to the statutory requirements, to the provisions of any development order and to any directions given under a development order.

- 2 The local planning authority has worked with the applicant in a positive and proactive manner by \*\*\*\*
- 3 SUDS Informatives:
- ECC has a duty to maintain a register and record of assets which have a significant impact on the risk of flooding. In order to capture proposed SUDS which may form part of the future register, a copy of the SuDS assets in a GIS layer should be sent to [suds@essex.gov.uk](mailto:suds@essex.gov.uk)
  - Any drainage features proposed for adoption by ECC should be consulted on with the relevant Highways Development Management Office
  - Changes to existing water courses may require separate consent under the Land Drainage Act before works take place.
  - It is the applicant's responsibility to check that they are complying with common law if the drainage scheme proposes to discharge into an off-site ditch/pipe. The applicant should seek consent where appropriate from other downstream riparian landowners.
- 4 Ecology Informatives:
1. Nesting Birds
- The applicant is reminded that, under the Wildlife and Countryside Act 1981, as amended (section 1), it is an offence to remove, damage or destroy the nest of any wild bird while that nest is in use or being built. Planning consent for a development does not provide a defence against prosecution under this act.
- Trees and scrub are likely to contain nesting birds between 1st March and 31st August inclusive. Trees and scrub are present on the application site and are to be assumed to contain nesting birds between the above dates, unless a recent survey has been undertaken by a competent ecologist to assess the nesting bird activity on site during this period and has shown it is absolutely certain that nesting birds are not present.
- 5 The applicant's attention is drawn to the requirement of Policy SP11 in the Regulation 19 Uttlesford Local Plan, and in particular to the need to safeguard land to allow access to the terminal for a rapid transit system that will connect the airport to existing settlements and the proposed Garden Communities at Easton Park and West of Braintree (Policies SP6 and SP8 in the Regulation Local Plan). This provision will be the subject of further discussions between the applicant and the Local Planning Authority.
- 6 This Decision Notice must be read in conjunction with an Obligation made under Section 106 of the Town and Country Planning Act 1990, relating to this site/property.

**SCHEDULE 2**

**(Airport Property: Relevant Land Registry Title Numbers [clause 2.3])**

	<b>Title No.</b>	<b>Address / Description of Land</b>	<b>Commentary</b>
1.	<b>EX438482</b>	Stansted Airport (main title – runways and aprons)	
2.	<b>EX574504</b>	Car and coach parks and land at Mole Hill Green, Stansted Airport: land south of the Passenger Terminal including Terminal Road North and Terminal Road South, and land at the eastern end of the airport west of Haul Road	
3.	<b>EX574498</b> (part of title only)	Land adjoining the World Cargo Centre, Pincey Road and land and buildings on the north side of Bassingbourn Road	The World Cargo Centre and adjacent premises are not subject to the provisions of this Deed
4.	<b>EX574507</b>	Coopers End – land between Bassingbourn Roundabout and Coopers End Roundabout, south of the existing airport runway	
5.	<b>EX574488</b>	Little Bury Lodge Farm, Bury Lodge Lane and land, buildings and car parks on the west side of Round Coppice Road, Stansted Airport	
6.	<b>EX438485</b> (part of title only)	Land on the west side of Bury Lodge Lane, north of the land incorporated in Title No EX574488 (listed at 5 above)	The title includes land covered by the TMAG Lease, which is not subject to the provisions of this Deed
7.	<b>EX574491</b> (part of title only)	Approach roads and Priory Wood Roundabout, east of the M11,	The title includes land covered by the TMAG Lease and land leased to Harlow College, which is not subject to the provisions of this Deed
8.	<b>EX438483</b>	Parcel of land north of the A120 Thremhall Avenue, adjacent to the land in Title No EX574491 (listed at 7 above)	
9.	<b>EX574508</b>	Land at Stansted Airport near Thremhall Avenue, on the north side of the A120 road, Takeley, and north of the B1256 Takeley Street	
10.	<b>EX640482</b>	Site 1B, south-east of Thremhall Avenue,	

		Stansted Airport (Mid-stay car park, south-west of Pincey Brook)	
11.	<b>EX574500</b>	Land forming part of Stansted Airport south of Coopers End Roundabout, including parts of Pincey Brook waterway	
12.	<b>EX574502 (part of title only)</b>	The Passenger Terminal, Enterprise House and adjoining land and buildings at Bassingbourn Road, Stansted Airport	Enterprise House, the adjacent Hotel and the Control Tower are not subject to the provisions of this Deed. Only the freehold of the Passenger Terminal is bound.
13.	<b>EX574523 (part of title only)</b>	The Fuel Farm located to the east of Bury Lodge Lane, not demised under the TMAG Lease	The remainder of the land registered under this Title is covered by the TMAG Lease and not subject to the provisions of this Deed
14.	<b>EX574482 (part of title only)</b>	Land parcel on the north side of the airfield at Stansted Airport	The title includes land covered by the TMAG Lease, which is not subject to the provisions of this Deed
15.	<b>EX574485 (part of title only)</b>	Land between Bury Lodge Lane and Sixth Avenue, Stansted Airport (eastern parcels only)	The title includes land covered by the TMAG Lease, which is not subject to the provisions of this Deed
16.	<b>EX744455</b>	Land adjoining Long Border Road, Stansted Airport	
17.	<b>EX574495 (part of title only)</b>	Land on the north-west side of Long Border Road – part only	The title includes land subject to long leaseholds (the Diamond Hangar and Ryanair site) which is not subject to the provisions of this Deed
18.	<b>EX948708</b>	Land south of Long Border Road, but excluding Taylors End Road	
19.	<b>EX574604</b>	Small land parcel adjacent to the M11 (east side) adjoining the land registered under Title No EX574491 (listed at 7 above)	

### SCHEDULE 3

#### (Obligations entered into by STAL with UDC)

#### Part 1: Noise Mitigation

##### Definitions

- “**Enhanced Sound Insulation Grant Scheme**” means a detailed scheme designed to provide for noise insulation to Residential Properties (and specifically identified educational and ecclesiastical buildings, healthcare and community facilities referred to in para 2.2(c) below) proximate to Stansted Airport which will apply to an extended geographic area to the Existing Noise Mitigation Regime, offering higher levels of grant on a tiered basis and at a higher rate than at present, as further detailed in this Part 1;
- “**Enhanced SIGS Commencement Date**” means the 1 November following the Unchallenged Permission Date or such other date (earlier or later) as shall be agreed between UDC and STAL;
- “**Existing Noise Mitigation Regime**” means the noise insulation grant schemes set up and operated in accordance with the relevant provisions of the Existing Planning Agreements that relate to the mitigation of the impacts of air noise and ground noise caused by Stansted Airport operations;
- “**Residential Property**” means an individual dwelling registered for Council Tax;
- “**Revised SIGS Contour Plan**” means the plan so-described comprising **Annexure 3** to this Agreement, which shall be incorporated in and form part of the Enhanced Sound Insulation Grant Scheme.

\*\*\*\*\*

#### **1. Discontinuance of the Existing Noise Mitigation Regime**

With effect from the Enhanced SIGS Commencement Date, and the coming into operation of the Enhanced Sound Insulation Grant Scheme, the Existing Noise Mitigation Regime shall cease to apply to operations at Stansted Airport and to the basis for grants being eligible for claim by affected properties in the vicinity of Stansted Airport.

#### **2. Enhanced Sound Insulation Grant Scheme**

##### **2.1 General Statement**

By way of replacement for the Existing Noise Mitigation Regime applicable to Stansted Airport, STAL will with effect from the Enhanced SIGS Commencement Date be required to comply with the provisions of this paragraph 2 of this Part 1, to the intent that STAL will be subject to the obligation (at STAL’s discretion) to make payments of or to be liable for reimbursement of the costs incurred in providing sound insulation grant for an extended geographic area (increasing the number of eligible properties) to affected eligible properties; enhanced eligibility involving increased levels of rate of financial contribution by STAL to affected properties; and an area of eligibility based on additional noise metrics all as detailed in this paragraph 2.

## 2.2 Detailed contents of the enhanced scheme

The following elements shall be included in the Enhanced Sound Insulation Grant Scheme with effect from the Enhanced SIGS Commencement Date:

### (a) Revised geographic area covered

- (i) Eligible claimants entitled to make an application under the Enhanced Sound Insulation Grant Scheme will be freehold, and where applicable leasehold, owners of properties lying within the Revised SIGS Contour Plan (or any replacement Revised SIGS Contour Plan approved by UDC), that is to say the area comprising the three areas respectively tinted red, tinted yellow and tinted green within the noise contours.
- (ii) In the event of an airspace change for Stansted Airport having been formally approved by the appropriate regulatory body, STAL shall review the Revised SIGS Contour Plan and within six months of the date on which the approval of the airspace change is free from legal challenge (any challenge to the validity or lawfulness of the approval of the airspace change in the courts brought by means of proceedings for judicial review, declaratory proceedings or otherwise calling into question the validity of the approval of the airspace change; and includes any proceedings by way of appeal to the Court of Appeal, the Supreme Court or to any other appellate body) shall submit to UDC either a replacement Revised SIGS Contour Plan or a report explaining why the Revised SIGS Contour Plan does not need to be replaced for UDC's approval (in consultation with the Environmental Health Officer of East Hertfordshire District Council).
- (iii) In the event that UDC has not approved either a replacement Revised SIGS Contour Plan or a report submitted pursuant to paragraph (a)(ii) above within six months of receipt the matter shall be referred to a Specialist pursuant to clause 11 of this Agreement (unless otherwise agreed by the parties).

### (b) Eligibility (noise impact, noise contour and grant – maximum amount)

This is as set out in Table 1 below, and applies to all Residential Properties lying within any of the three areas referred to in paragraph (a) above falling within the defined noise contours shown on the Revised SIGS Contour Plan.

Table 1

Noise Impact	Noise Contour*	Grant Maximum
Upper (tinted in red)	69 and 66dB L <sub>Aeq,16h</sub>	£10,000 Indexed per property
Middle (tinted in yellow)	63 and 60 dB L <sub>Aeq,16h</sub>	£8,000 Indexed per property

<p><b>Lower (tinted in green)</b></p>	<p><b>57 dB<sub>Aeq,16h</sub>/N65 200 / 90 dBA SEL</b></p> <p><b>600m distance/55 dB L<sub>Aeq,16h</sub> ground noise</b></p>	<p><b>£5,000 Indexed per property</b></p>
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*\*The reference year for the contours set out on the Revised SIGS Contour Plan is 2023.*

**(c) Non-residential properties affected**

In addition to the residential properties falling within the areas designated by the Revised SIGS Contour Plan, the following non-residential properties shall be eligible for a bespoke mitigation package of works or other measures, including any newly available technology, as may reasonably be agreed by STAL following discussion with individual building owners and occupiers under the Enhanced Sound Insulation Grant Scheme so long as the properties remain in education, healthcare, worship or community use (as applicable):

**Schools**

Howe Green School  
 Spellbrook Primary School  
 Little Hallingbury C of E Primary School  
 The Leventhorpe School  
 Mandeville Primary School

**Healthcare**

Falcon House, Little Hallingbury  
 Humpfrey Lodge, Thaxted

**Worship**

St Giles Church Great Hallingbury  
 St Mary the Virgin Church Broxted  
 Ebenezer Chapel Molehill Green  
 St Mary the Virgin Church Chickney  
 Thaxted Baptist Church  
 St Mary the Virgin Church Little Hallingbury  
 Thaxted Church (St. John the Baptist) Thaxted  
 Thaxted URC Church

**Community**

Thaxted Anglican Church Hall  
 Little Hallingbury Village Hall  
 Thaxted Baptist Church Hall

The respective levels of claim of the owners of each of these properties shall be a sum as may reasonably be agreed between the property owner and STAL having regard to the specific condition and characteristics of the individual property, the practicality of carrying out noise insulation works to



the property and the change in noise impact resulting from the Development.

In the event that agreement is not reached between the property owner and STAL as to the sum to be paid in respect of the cost of the noise mitigation works to a non-residential property, either the property owner or STAL may refer the matter to UDC who shall appoint an expert ("the Expert") with relevant qualifications to determine the matter. The Expert shall act as an expert and save in case of manifest error the Expert's decision shall be final and binding on the property owner and STAL. UDC's and the Expert's costs shall be payable by the property owner and STAL in such proportion as the Expert shall determine and failing such determination shall be borne by the property owner and STAL in equal shares.

**3. General Statement with respect to the operation of the Enhanced Sound Insulation Grant Scheme**

3.1 Having regard to the planning purpose that the noise mitigation regime for Stansted Airport for those eligible to apply under the terms of the Enhanced Sound Insulation Grant Scheme shall be made available for claimants to secure measures to reduce the impact of aviation-related noise being in place early, the trigger for commencement of the Enhanced Sound Insulation Grant Scheme will occur at a point prior to the Passenger Level Trigger Date (35 mppa being exceeded). STAL operates, and will until agreed otherwise with UDC continue to operate, an annual applications-based grant scheme with a cut-off date of 31 October in each calendar year.

3.2 The coming into operation of the Enhanced Sound Insulation Grant Scheme shall take effect from the Enhanced SIGS Commencement Date.

3.3 Each Residential Property and non-residential property is entitled to make no more than one claim under the Enhanced Sound Insulation Grant Scheme unless otherwise agreed by STAL.

3.4 STAL shall promote the Enhanced Sound Insulation Grant Scheme in accordance with a scheme approved by UDC.

**4. Lower noise penalty limits**

STAL shall use its Reasonable Endeavours to seek to secure the agreement of the Department for Transport of increased limits in noise penalties payable for breach of noise thresholds and off-track flying at Stansted Airport.

**5. Noise penalty payments**

STAL shall pay to the Community Trust Fund the amount of any penalties received by STAL for breach of noise thresholds and off-track flying at Stansted Airport, such payments to be made annually prior to 31 May each year accompanied by a statement setting out details of all penalties received during the preceding 12 months.

## Part 2: Transport

### Definitions

- **“Airport Bus and Coach Station Upgrade”** means a scheme of works to enhance capacity and improve existing bus and coach facilities for passengers arriving at and departing from Stansted Airport, such scheme to give consideration to increased passenger circulation and waiting areas, bus waiting area(s), DDA compliant infrastructure, covered waiting areas, electronic signing and to be prepared by STAL and approved by UDC in consultation with the County Council in accordance with the provisions of this Part 2;
- **“Commuted Payment”** means the sum payable under paragraph 1.3 of this Part 2 in the event that it is determined that STAL will make a financial contribution in lieu of carrying out or paying for the Highway Mitigation Scheme, such sum to be ONE MILLION, ONE HUNDRED AND SIXTY THOUSAND POUNDS (**£1,160,000**) Indexed;
- **“Fly Parking”** means the persistent parking on local public highways by air passengers, airport staff, private hire operators or private parking companies of vehicles that are being used for access to the airport which results in either a risk to highway safety or causes detriment to the character or amenity of the area;
- **“Highway Mitigation Scheme”** means a detailed mitigation scheme as shown in principle in the Junction 8 (M11) Scheme Drawing and the Priory Wood Roundabout Drawing (or subsequent versions approved in writing by UDC in consultation with Highways England and the County Council) to adapt the Motorway Junction and Priory Wood Roundabout and associated areas of existing adopted public highway and/or land under the control of STAL agreed between Highways England and STAL in consultation with the County Council being a series of alterations and improvements to such infrastructure arising from increased traffic and forecast traffic at the Motorway Junction and using Priory Wood Roundabout associated with growth in passenger numbers at Stansted Airport between 35 and 43 mppa;
- **“Highway Mitigation Works”** means the works within the existing adopted public highway required to implement the Highway Mitigation Scheme in accordance with the requirements of Highways England;
- **“Junction 8 (M11) Scheme Drawing”** means Drawing No Steer Drawing 23003401-SDG-HGN-100-DR-D-00104 Rev P1 comprising **Annexure 4** to this Agreement;
- **“Local Bus Network Development Fund”** means a sum of ONE MILLION POUNDS (**£1,000,000**) Indexed to be made available and operated by SATF in accordance with the provisions of paragraph 4 of this Part 2;
- **“Local Road Monitoring Scheme”** means a scheme of traffic and Fly Parking monitoring on the local road and STAL network to be agreed with STAL and the County Council (where monitoring is not otherwise being carried out) which shall include the matters set out in **Annexure 6** for the purpose of providing information to the SATF to inform its decisions on the administration of the Local Roads Network Fund and Sustainable Transport Levy and inform decisions made by the relevant highway authority on works that are required to their respective road networks to mitigate impacts on the public highway;
- **“Local Roads Network Fund”** means a sum of up to ONE MILLION POUNDS (**£1,000,000**) Indexed, of which: EIGHT HUNDRED THOUSAND POUNDS (**£800,000**) Indexed to be made available to and operated by SATF (a) to cover the reasonable

costs incurred for the feasibility and design and implementation of infrastructure improvements for local bus services used by passengers and employees at Stansted Airport in accordance with the provisions of paragraph 2 of this Part 2; and (b) and to cover the reasonable costs incurred for the feasibility and design and implementation of highway improvements within a five mile radius of the boundary of Stansted Airport, which include (but are not limited to) safety improvements, management/mitigation of combined impacts of future traffic and measures to improve accessibility; and TWO HUNDRED THOUSAND POUNDS (£200,000) Indexed to be made available and operated by SATF to cover the reasonable costs incurred for the feasibility and design and implementation of measures to assist in the enforcement of local parking controls and restrictions in order to control unauthorised Fly Parking associated with the operation of Stansted Airport; and for the avoidance of doubt the Local Roads Network Fund shall be expended within Essex only;

- **"Kiss and Fly"** means the picking up and/or dropping off on the forecourt areas or any other area designated for set-down within the airport of passengers, by private car or taxi, for the purposes of air travel;
- **"Motorway Junction"** means the highway infrastructure within the boundaries of the existing adopted public highway at and in the immediate vicinity of Junction 8 of the M11 motorway;
- **"Priory Wood Roundabout Drawing"** means Drawing No Steer Drawing 2300340-SDG-HGN-100-DR-D-00101 Rev P1 comprising **Annexure 5** to this Agreement showing a signalisation scheme for the roundabout;
- **"Road Investment Strategy"** means the Road Investment Strategy (RIS1) published by the Department for Transport, Highways England and (as highways monitor) the Office of Rail and Road (ORR) identifying the programme covering the period 2015 – 2020 and includes the successor project RIS2 covering the period following 2020 and any other equivalent projects designed to deliver long-term improvements in the operation of and investment in the Strategic Road Network;
- **"Strategic Highways Review"** means a review to be carried out jointly between STAL and Highways England (in consultation with the County Council) upon reaching the Passenger Level Trigger Date (35 mppa), or earlier if they jointly agree, to examine the most appropriate mitigation works for the Motorway Junction and for the Priory Wood Roundabout. Such Strategic Highways Review shall consider inter alia (a) outturn traffic conditions current at the review, (b) any other relevant traffic changes forecast; and (c) the then-current Roads Investment Strategy Programme for the wider strategic road network for the county of Essex and for Trunk Roads in the vicinity as then relates to the Motorway Junction;
- **"Surface Access Strategy"** means the strategy (referred in the 2003 Agreement as SASAS), including subordinate modal strategies, prepared by and at the cost of STAL and overseen by SATF to increase the use of public transport by air passengers and staff at Stansted Airport as amended from time to time.;
- **"Sustainable Transport Levy"** means a levy operated in accordance with the existing Public Transport Levy operated pursuant to Part 4 of the Fourth Schedule to the 2003 Agreement (to be a minimum of £0.25 pence per transaction from passenger parking and staff charging at the minimum rate of £10 per annual parking permit) increased by the addition of a minimum of £0.10 pence contribution derived from

every transaction resulting from visitor use of the Express Set-Down forecourt area on the south side of the Terminal Building (all amounts to be Indexed), subject to review in accordance with the provisions of paragraph 5 of this Part 2;

- "SATF" means the existing Stansted Area Transport Forum, the terms of reference for which are set out in Annexure 8;
- "Transport Forum Revised Terms of Reference" means the document so-entitled comprising Annexure 8 to this Agreement;
- "Travel Plan" means the Travel Plan adopted by STAL with respect to travel to and from Stansted Airport by staff of STAL and persons employed at Stansted Airport.

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## 1. Strategic Highways Review

- 1.1 Commencing within 14 days following the Passenger Level Trigger Date (35 mppa), or on such other date agreed with Highways England, STAL shall in consultation with Highways England undertake the Strategic Highways Review in order to consider outturn traffic conditions and predicted future traffic conditions, taking account of the Road Investment Strategy programme for the Strategic Road Network in respect of the Motorway Junction.
- 1.2 Following completion of the Strategic Highways Review the Highway Mitigation Scheme shall be carried out and completed at the cost of STAL (such works to be undertaken by Highways England or their agent as then agreed with STAL) so that the Highway Mitigation Works are completed and open to traffic no later than the end of the first calendar month at the point when passenger numbers at Stansted Airport are forecast to reach 39 mppa in any twelve month period.
- 1.3 If following completion of the Strategic Highways Review Highways England agrees, based on Highways England's objective of providing an alternative major highways scheme for the Motorway Junction in a future Roads Investment Strategy scheme, STAL shall instead of funding the Highway Mitigation Works pay the Commuted Payment to Highways England or named nominee. The Commuted Payment will be due and payable at the end of the first calendar month at the point when passenger numbers at Stansted Airport have reached a level of 39 mppa in any twelve month period, unless Highways England and STAL agree otherwise in writing.

## 2. Local Roads Network Fund

- 2.1 Following the Implementation Date STAL hereby agrees to ring-fence and make available the amount of the Local Roads Network Fund, such fund to be administered by SATF constituted under the 2003 Agreement and the 2008 Undertaking (subject to the modified terms of its operation as provided in the Transport Forum Revised Terms of Reference referred to in paragraph 8 of this Part 2). It shall be a condition precedent to the payment by STAL to the County Council of any sums requested by the SATF that the works and / or payment, as the case may be, are for Qualifying Purposes.
  - 2.1.1 Following the approval and inclusion of a scheme by the SATF in the relevant work programme, funding shall be made available to the County Council in three stages (feasibility, detailed design and implementation (as follows):
    - (a) Before beginning any stage of a scheme, the County Council shall submit an estimate of costs and a timetable relating to that stage, to the SATF;

- (b) If the SATF is content that the submitted costs and timetable are reasonable, STAL shall make the funds available to the County Council in advance of the funds being required (either in one payment or in staged payments, to correspond with the terms for payment with the contractors) for that stage of the scheme; and
- (c) Where the County Council has not spent (and/or not incurred a liability to pay or reimburse) any funds received on the earliest of the following events (unless otherwise agreed by the SATF):
  - (i) within six months following the date that the stage was completed under the timetable provided by the SATF (or any agreed amendments to that timetable) pursuant to paragraph (b) above;
  - (ii) within six months following the date that the stage was suspended (so long as it has not resumed); or
  - (iii) within three months following the date that the stage was aborted,

the County shall return the funds received by it to STAL to the Local Road Network Fund (unless otherwise agreed by STAL).

- 2.2 The obligation to fund payments for infrastructure improvements for local bus services and for highway improvements under the Local Roads Network Fund shall cease from the fifth anniversary of the **43 mppa Date**. STAL shall have no further liability on and following that date with respect to payments for infrastructure improvements for local bus services and for highway improvements under the Local Roads Network Fund but shall continue to fund payments for measures to assist in the enforcement of local parking controls and restrictions up to a maximum total sum of TWO HUNDRED THOUSAND POUNDS £200,000 Indexed.

### **3. Local Road Monitoring**

- 3.1.1 Within two (2) months of the Implementation Date, STAL shall have agreed an implementation plan for the Local Road Monitoring Scheme on roads within Stansted Airport and, subject to the agreement of the County Council, on local roads controlled by the County Council as highway authority.
- 3.1.2 The Local Road Monitoring Scheme shall be implemented in accordance with the implementation plan for the Local Road Monitoring Scheme and such scheme shall cease in respect of monitoring of traffic from the fifth anniversary of the 43 mppa Date but shall continue in respect of monitoring of air passenger Fly Parking until the total sum available under the Local Road Network Fund for measures to improve accessibility and to assist in the enforcement of local parking controls has been expended.

### **4. Local Bus Network Development Fund**

- 4.1 Following the Passenger Level Trigger Date, STAL hereby agrees to ring-fence the Local Bus Network Development Fund such fund to be administered by the SATF constituted under the 2003 Agreement and the 2008 Undertaking subject to the modified terms of its operation. Grants to fund ultra-low emissions vehicles (ULEV) or electric vehicles will be prioritised where justified by a business case and it shall be a condition precedent to the payment by STAL of any sums requested by the SATF that the works and / or payment as the case may be are for Qualifying Purposes.

- 4.2 The obligation to fund payments for the Local Bus Network Development Fund shall cease from the fifth anniversary of the 43 mppa Date. STAL shall have no further liability on and following that date with respect to the Local Bus Network Development Fund.

**5. Sustainable Transport Levy**

Commencing no later than the 1<sup>st</sup> April following the Unchallenged Permission Date, the Sustainable Transport Levy will be collected by STAL and the funds made available to the SATF to finance initiatives in accordance with the Surface Access Strategy to promote the use by passengers and staff of STAL and others employed at Stansted Airport of:

- (a) modes of transport to and from Stansted Airport other than private motor vehicles, taxis and private hire vehicles, and to encourage and promote car-sharing by STAL staff and others employed at Stansted Airport in order to improve the modal split in operation and to limit the impact of traffic on the surrounding highway network; and
- (b) in addition to the purposes set out in paragraph 5 of Part 4 of Fourth Schedule to the 2003 Agreement, sustainable modes of transport, including but not limited to the introduction of new technologies for all vehicles and walking and cycling schemes (including off-site provisions),

**SUBJECT ALWAYS** to the requirement that the Sustainable Transport Levy is applied solely to initiatives for Qualifying Purposes.

**6. Rail-Users: discount scheme**

Within 30 days after the Unchallenged Permission Date STAL shall operate a parking discount scheme for season ticket holding rail users to and from Stansted Airport Station in general accordance with the Rail-Users discount scheme at **Annexure 7** to this Agreement as may be amended from time to time by agreement between STAL and UDC.

**7. Transport Targets**

STAL shall use Reasonable Endeavours to:

- (a) maintain a 50% public transport mode-share for non-transfer air passengers;
- (b) reach and thereafter maintain single occupancy private car use by Stansted Airport staff at 55% by the 39 mppa Date; and
- (c) to reach a passenger mode share by Kiss and Fly of:
  - (i) 20% by the 39 mppa Date; and
  - (ii) 12% by the 43 mppa Date.

and in the event that any of the targets in this paragraph 7 are not met, an interim review of the Surface Access Strategy measures (in addition to the provisions of paragraph 9 below) will be triggered.

**8. Transport Forum Revised Terms of Reference: revised working arrangements**

Subject to the like agreement of the Authorities, STAL agrees to participate in the SATF following the Unchallenged Permission Date in accordance with the Transport Forum Revised Terms of Reference comprising **Annexure 8** to this Agreement.

**9. Surface Access Strategy and Travel Plan – timetable revisions**

- 9.1 Following the Unchallenged Permission Date and prior to 31 December 2020, STAL shall provide updated drafts of the Airport Surface Access Strategy and the Travel Plan to UDC and the County Council; and STAL shall be under an obligation to undertake the review and updating of each of the Airport Surface Access Strategy and the Travel Plan at five yearly intervals in the cycle 2020 / 2025 / 2030 and thereafter (unless otherwise agreed between STAL and UDC); and to provide interim updates at the mid-point within each five yearly time-period.

**10. Airport Bus and Coach Station Improvements**

- 10.1 Following the Implementation Date and prior to the Passenger Level Trigger Date STAL shall commission a technical study of enhancement to capacity and passenger facility improvements for the forecast Stansted Airport passenger and employee travel growth using the bus and coach station at Stansted Airport, in order to define the Airport Bus and Coach Station Upgrade.
- 10.2 Following prior consultation with SATF concerning the Airport Bus and Coach Station Upgrade, STAL shall carry out and bring into operation the works required in order to comply with such scheme before passenger numbers reach 36 mppa.

**Part 3: Skills, Education and Employment**

**Definitions**

- **“Combined Local Benefits”** means each of the following four elements, namely:
  - (a) the Education Centre;
  - (b) the Employment Academy;
  - (c) the Further Education College; and
  - (d) Local Supply Chain Support,except where UDC and STAL agree to make variations.
- **“Education Centre”** means the on-site education centre at Stansted Airport (currently known as “Aerozone”) available as an education facility for local children aimed at raising standards and attainment, by offering facilities for visiting local children through co-ordination with schools local to Stansted Airport;
- **“Employment Academy”** means the on-site skills and employment centre based at Stansted Airport whose aim is to enable more job seekers to strive to apply for and obtain employment at Stansted Airport;
- **“Further Education College”** means the on-site FE college currently run by Harlow College (whose aim is to provide development of skills to ensure a supply of locally-based suitably skilled labour for college-leavers seeking employment after further education in the locality of Stansted Airport); and

- **“Local Supply Chain Support”** means initiatives to bring local businesses into contact with the owners and operators of and businesses housed within Stansted Airport, aimed at increasing the level of business and contracts awarded to SMEs and other local businesses proximate to Stansted Airport.

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**1. Generally**

**Stansted Airport Employment Forum (SAEF)**

- 1.1 STAL agrees to continue to maintain, support and participate in the SAEF as provided in Part 6 of Schedule 2 to the 2008 Undertaking.
- 1.2 To review the Stansted Training Employment Strategy no later than 31st December 2020 and every four years thereafter and annually to present a report on progress to the SAEF for ratification.
- 1.3 Not less than once in every five years from the date of this Agreement to undertake an employment survey of on-airport employment and to present the results of such employment survey to UDC, SAEF and SBF.

**2. STAL’s obligations with respect to maintaining Combined Local Benefits**

STAL will (subject to all requisite support from counterparties) continue to maintain support, promote and provide the Combined Local Benefits (until agreed otherwise with UDC), as follows:

**(a) Education Centre**

To continue to provide the Education Centre and to consult with and have regard to views expressed by local schools as the facilities provided for the benefit of local children.

**(b) Employment Academy**

To continue to make available the Employment Academy, and to make available STAL staff to meet with job-seekers endeavouring to find employment at Stansted Airport; to facilitate meetings between on-site employers and job-seekers; and to arrange at least two job fairs each calendar year, at least one of which to be held within the District of Uttlesford.

**(c) Further Education College**

To co-operate with Harlow College to enable the Further Education College to continue on-site, to deliver up to Level 2 STEM subjects targeted for employment geared to the aviation sector in accordance with the terms of any occupational lease from time to time granted by STAL to Harlow College.

**(d) Local Supply Chain Support**

STAL will continue to offer Local Supply Chain Support including the annual Meet the Buyers event for local businesses, to facilitate opportunities for contact and negotiation between local businesses and operators within Stansted Airport including STAL, the costs of which will be borne by STAL.



## Part 4: Community Trust Fund

### Definitions

- "Area of Benefit" means the geographic area generally within a ten mile radius of the Stansted Airport runway shown tinted in blue on the Area of Benefit Plan;
- "Area of Benefit Plan" means the plan so-entitled comprising Annexure 9 to this Agreement, which identifies the boundaries of the Parish Councils within the Districts of Uttlesford, East Hertfordshire, Harlow, Epping Forest, Chelmsford and Braintree that will be eligible to apply for financial contributions from the Community Trust Fund as provided for in this Part 4;
- "Beneficial Purposes" means projects demonstrating to the satisfaction of the Trustees that they will help to mitigate adverse health and/ or quality of life impacts arising from the Development as a result of increased noise levels and a reduction in the amenity of local green spaces;
- "Community Trust Fund" means a new fund established by way of replacement of the Community Fund (as defined in and provided for in Part 8 of Schedule 2 to the 2008 Undertaking) to be established in order to support projects that satisfy the Beneficial Purposes of the Fund within the Area of Benefit;
- "Community Trust Terms of Reference" means the proposed terms of reference with respect to the establishment of a board of Trustees, governance, funding, eligibility, trust objectives, arrangements for application for funding, meetings, and reporting and monitoring set out in the document entitled "Community Benefit Terms of Reference" comprising Annexure 10 to this Agreement;
- "Trustees" means the Trustees serving from time to time as appointed trustees of the Community Trust Fund (being a body of nine persons as set out in the Community Trust Terms of Reference).

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### **1. Establishing a Community Trust Fund**

As soon as is reasonably practicable following the Implementation Date, STAL will establish the Community Trust Fund having the objects and upon the terms substantially as set out in the Community Trust Terms of Reference. STAL agrees with the co-operation of all other participating Trustees to use Reasonable Endeavours to procure the registration of the Trust with the Charity Commissioners as a registered charity.

### **2. STAL's contribution**

STAL agrees to pay to the Trust by way of covenant from taxed earnings the sum of £150,000 Indexed annually in each Financial Year commencing in the Financial Year following the Unchallenged Permission Date for ten years (to a total sum of £1,500,000 plus the Indexation applied to the annual payments plus any payments due under paragraph 5 of Part 1 of this Schedule 3). If the 43 mppa Date has not been reached by the date of the tenth annual payment, the level of further funding necessary to mitigate the impact of the operation of Stansted Airport on the Area of Benefit (if any) up to the 43 mppa Date will be reviewed by agreement between STAL and UDC in consultation with the Trustees but in any event STAL shall not be required to contribute more than £150,000 Indexed in any Financial Year.

**3. Operation of the Community Trust Fund**

The Community Trust Fund shall be operated in or substantially in accordance with the Community Trust Terms of Reference as modified from time to time by the Trustees in consultation with STAL and UDC **SUBJECT ALWAYS** to the requirement that it be operated solely for Beneficial Purposes and for the Area of Benefit only.

**4. Closure of the Community Fund (2008 Undertaking)**

Except to the extent that the Community Fund has been exhausted prior to the Implementation Date, STAL shall use Reasonable Endeavours to secure (by operation of the *Cy-Près* doctrine) agreement for the transfer into the Community Trust Fund of any unexpended amounts previously paid into the Community Trust Fund established under the terms of the 2008 Undertaking and not dispersed for the purposes envisaged by that fund.

**5. Miscellaneous provisions**

Subject to the foregoing provisions of this Part 4, the provisions of Part 13 of Schedule 2 of the Fourth Schedule to the 2003 Agreement and of Part 8 of Schedule 2 to the 2008 Undertaking shall with effect from the establishment of the Community Trust Fund be of no further or continuing effect.

**Part 5: Ecology provisions**

**Definitions**

- **"Eastend Wood"** means the area of woodland designated as a Site of Special Scientific Interest lying to the north of Stansted Airport to the north of Molehill Green identified on the Woodland Plan;
- **"Hatfield Forest"** means the 400 approx hectare site designated as a Site of Special Scientific Interest and a National Nature Reserve at Takeley, Bishops Stortford identified on the Woodland Plan; and
- **"Woodland Plan"** means the plans comprising **Annexure 11** to this Agreement.

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**1. Obligations relating to Air Quality**

1.1 Commencing on the Implementation Date, STAL shall monitor air quality at Hatfield Forest and Eastend Wood in accordance with the following provisions:

- (a) continuous monitoring of oxides of nitrogen and fine particulate matter (PM10) at three fixed sites (including subject to the agreement of The National Trust a site in Hatfield Forest) at locations first agreed with UDC;
- (b) diffusion tube monitoring of nitrogen dioxide levels as follows:
  - I. At sites in Hatfield Forest agreed with the National Trust and Natural England (subject to the requisite agreement of relevant landowners); and
  - II. At a site or sites in Eastend Wood agreed following detailed on-site assessment with Natural England and other relevant consultees.

- (c) provide to UDC annually a written summary of the results of the monitoring described in paragraphs 1.1(a) and 1.1(b) of this Part 5;
  - (d) to consult with UDC with respect to appropriate measures to compensate for any material adverse effects on vegetation within Hatfield Forest and/or Eastend Wood that are identified as arising from levels of oxides of nitrogen exceeding 30 microgrammes per cubic metre annual mean within Hatfield Forest or Eastend Wood, as applicable, and such compensation shall be proportionate to the extent that the Development contributes to the measured levels; and
  - (e) following agreement with UDC with respect to such measures to use Reasonable Endeavours to undertake any such measures identified as a result of the consultation referred to in paragraph 1.1(d) of this Part 5.
- 1.2 STAL shall make the results of its obligations contained in paragraphs 1.1.(a) - 1.1(c) of this Part 5 available to UDC within 28 days of the final results becoming available to STAL.
- 1.3 The existing obligations with respect to the monitoring of air quality at Hatfield Forest contained in the 2008 Undertaking shall cease on the Implementation Date.

### **Part 6: Surface Water Discharge Quality Monitoring**

#### **Definitions**

- **“Previous Monitoring Condition”** means condition **WAT2** on the Planning Permission dated **8 October 2008** relating to Stansted Airport in the following terms:
  - WAT2** The water quality monitoring of the biological interests of local brooks approved by the local planning authority pursuant to condition **WAT3** of planning permission ref **UTT/1000/01/OP** shall be continued; and
- **“Watercourse Monitoring Scheme”** means a detailed scheme prepared by STAL on the advice of its ecological consultants by way of replacement for the Previous Monitoring Condition, so as to ensure continued surface water discharge quality monitoring for local watercourses proximate to Stansted Airport into Great Hallingbury Brook and Pincey Brook from discharge points at Stansted Airport.

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- 1. Compliance with the Watercourse Monitoring Scheme**
- 2.1 STAL shall implement the Watercourse Monitoring Scheme, and shall make the results of its monitoring available to UDC within 28 days of the final results becoming available to STAL.

Executed as a Deed by affixing )  
the common seal of )  
**UTTLESFORD DISTRICT COUNCIL** )  
in the presence of: )

Authorised Signatory

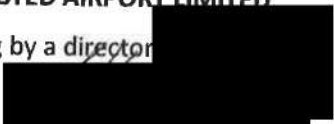
Authorised Signatory

Executed as a Deed by affixing )  
the common seal of )  
**ESSEX COUNTY COUNCIL** )  
in the presence of: )

Attesting Officer



Executed as a Deed by )  
**STANSTED AIRPORT LIMITED** )  
acting by a director )



Director

In the presence of:

*ALISTAIR ANDREWS*

Witness signature



Name of witness (BLOCK CAPITALS):

*ALISTAIR ANDREWS*

Address:

*ENTERPRISE HOUSE  
BASSINGBOLEN ROAD, STANSTED AIRPORT  
CM24 1QW*

Occupation:

*TOWN PLANNER*

40610



Executed as a Deed by  
**CITICORP TRUSTEE COMPANY**  
**LIMITED** acting by a director—  
*ATTORNEY*



David Mares  
Attorney

Director

In the presence of:

Witness signature



Name of witness (BLOCK CAPITALS): *VANEESA EVANS*

Address: Citi  
Citigroup Centre  
25 Canada Square  
Canary Wharf  
London E14 5LB

Occupation: *SOLICITOR*