

3/4420/8
key 13.10.08
6200000000

1456

Dated 26 September 2008

STANSTED AIRPORT LIMITED
to
UTTLESFORD DISTRICT COUNCIL
-and-
ESSEX COUNTY COUNCIL

DEED OF UNILATERAL UNDERTAKING
relating to Land at Stansted Airport, Essex
and pursuant to Section 106 of
the Town and Country Planning Act 1990

Planning Application Reference UTT/0717/06/FUL and
PINS Appeal Reference APP/C15470/A06/2032278

CMS Cameron McKenna LLP
Mitre House
160 Aldersgate Street
London EC1A 4DD

T +44(0)20 7367 3000
F +44(0)20 7367 2000

CERTIFIED TO BE A TRUE AND
COMPLETE COPY OF THE ORIGINAL
CMS Cameron McKenna LLP
DATE 26/09/08
CMS Cameron McKenna LLP
Mitre House, 160 Aldersgate Street
London EC1A 4DD

October 2008
Ref: ASW/002268.00423

Table of Contents

1.	Definitions.....	1
2.	Recitals.....	3
3.	Enabling Powers and Obligations	4
4.	Obligations undertaken by STAL.....	4
5.	Notice of Implementation.....	5
6.	Provisos and Interpretation.....	5
7.	Review.....	6
8.	Agreements and Declarations.....	6
9.	Exclusion of the 1999 Act.....	6
10.	Notices.....	6
11.	Entire Undertaking	7
	Schedule 1(Title)	8
	Schedule 2	9
	(Obligations offered by STAL to UDC).....	9
	Part 1 – Obligations relating to air noise.....	9
	Part 2 - Obligations relating to ground noise	9
	Part 3 – Obligations relating to Air Quality	10
	Part 4 – Obligations relating to Surface Access to the Airport	10
	Part 5 – Obligations relating to rail infrastructure and train capacity	10
	Part 6 – Obligation relating to employment	11
	Part 7 – Obligations relating to economic performance.....	11
	Part 8 – Obligations relating to the community	11
	Part 9 – Obligations relating to visitors and archaeological resources.....	12
	Part 10 – Obligations relating to Waste Management.....	12
	Part 11 – Obligations relating to Energy	12
	Part 12 – Obligations relating to monitoring.....	12
	Part 13 – Obligation relating to Water Efficiency.....	13
	Schedule 3 (Obligations offered by STAL to ECC and UDC)	14
	Schedule 4 (Plans)	16
	Schedule 5 (Terms of Reference for the Highway Working Groups)	17
	Schedule 6 (The Procedure)	18
	Schedule 7 (Essex Local Transport Plan local road schemes)	19

September

AN UNDERTAKING made the 26 day of two thousand and eight by STANSTED AIRPORT LIMITED (company registration number 01990920) whose registered office is at 130 Wilton Road London SW1V 1LQ

(hereinafter referred to as STAL) to UTTLESFORD DISTRICT COUNCIL of Council Offices London Road Saffron Walden Essex CB11 4ER (hereinafter referred to as UDC) and ESSEX COUNTY COUNCIL of County Hall Chelmsford Essex (hereinafter referred to as ECC)

1. Definitions

- 1.1 "the 15+ development" shall mean the development permitted by planning permission reference number UTT/1000/01/0P
- 1.2 "the 1972 Act" shall mean the Local Government Act 1972
- 1.3 "the 1990 Act" shall mean the Town & Country Planning Act 1990
- 1.4 "the 1999 Act" shall mean the Contracts (Rights of Third Parties) Act 1999
- 1.5 "the 2000 Act" shall mean the Local Government Act 2000
- 1.6 "the 2003 Agreement" shall mean the section 106 planning agreement dated 14 May 2003 between Uttlesford District Council and Essex County Council and Stansted Airport Limited
- 1.7 "the Airport" shall mean Stansted Airport Essex shown on Plan 1 edged in red but excluding the land edged green
- 1.8 "the Airport Boundary" shall mean the red line shown on Plan 1
- 1.9 "Airport-related rail services" shall mean the rail service known as Stansted Express that runs between Stansted Airport Railway Station and London Liverpool Street Railway Station or such other rail service as may replace that service
- 1.10 "ATM" shall mean air transport movement
- 1.11 "the Authorities" shall mean UDC and ECC
- 1.12 "the BAA Stansted Community Buildings Noise Insulation Scheme" shall mean the scheme published by STAL in July 2006
- 1.13 "the BAA Stansted Home Relocation Assistance Scheme" shall mean the scheme published by STAL in July 2006
- 1.14 "Circular 05/2005" shall mean the Planning Circular 05/2005 entitled Planning Obligations
- 1.15 "the Community Fund" shall mean the fund that receives annual payments of £100,000.00 from STAL from 1st January 2012 until 31st December 2015 and which shall be used for Community Projects in the administrative areas of Uttlesford District Council and/or East Herts District Council
- 1.16 "Community Projects" shall mean any project the aim of which is to enhance the environment amenities and socio-economic welfare of the communities in the administrative areas of Uttlesford District Council and East Herts District Council

- 1.17 **“Corporate Social Responsibility Report”** shall mean a sustainability report prepared by STAL addressing environmental and other community issues and reporting independently verified progress against appropriate targets
- 1.18 **“Date of Grant”** shall mean the date the Planning Permission as issued by the Secretaries of State
- 1.19 **“the Development”** shall mean the development authorised by the Planning Permission
- 1.20 **“DfT”** shall mean the Department for Transport or such other Government Department as shall from time to time have the functions relating to air transport or to railway services and networks as are designated to DfT as at the date hereof
- 1.21 **“Essex Local Transport Plan”** shall mean the Essex Local Transport Plan 2006-2011
- 1.22 **“Implementation”** shall mean the implementation of the Planning Permission for the Development by the annual passenger throughput at Stansted Airport exceeding 25 mppa over any period of 12 calendar months or the annual number of ATMs exceeding 241,000 over any period of 12 calendar months or the carrying out of any material operation (as defined by s. 56 of the 1990 Act) pursuant to the Development which is permitted by the Planning Permission, whichever is the earlier
- 1.23 **“Implementation Date”** shall mean the date specified by STAL to the Authorities in a written notice served upon the Authorities as the date upon which the Development permitted by the Planning Permission is to be commenced or has been commenced or if no such notice is served, on the date of Implementation
- 1.24 **“Local Road Network”** shall mean roads within five miles of the Airport Boundary together with such other roads beyond that distance as shall be identified by ECC as being likely to be affected by increased traffic arising from the increased capacity of the Airport excluding motorways and trunk roads
- 1.25 **“mppa”** shall mean million passengers per annum taking off from and landing at the Airport
- 1.26 **“Network Rail”** shall mean Network Rail or any successor body to the functions of Network Rail
- 1.27 **“the Night Time Restrictions”** shall mean the Night Time Restrictions at Heathrow Gatwick and Stansted Scheme published by the Department for Transport dated June 2006 as amended from time to time
- 1.28 **“Plan”** shall mean a numbered plan annexed at Schedule 4
- 1.29 **“the Planning Application”** shall mean the application made by STAL under reference number UTT/0717/06/FUL for Planning Permission for the Development which has the planning inspectorate appeal reference APP/C1570/A/06/2032278
- 1.30 **“the Planning Permission”** shall mean the Planning Permission for the Development granted by the Secretaries of State in respect of the Planning Application
- 1.31 **“Practical Completion”** shall mean the practical completion as certified by the Supervising Highway Engineer

- 1.32 “SABF” shall mean the Stansted Airport Business Forum consisting of representatives from business support organisations regional development agencies local authorities airport companies and STAL to discuss how to utilise the economic benefit generated by Stansted Airport. Representatives will be drawn from an area nominally defined as being within 30 miles of the Airport Boundary
- 1.33 “SAEF” shall mean the Stansted Airport Employment Forum consisting of representatives from public, private and voluntary organisations with responsibilities for employment strategy and training constituted by STAL on an annual basis
- 1.34 “SATF” shall mean the Stansted Airport Transport Forum consisting of representatives from local authorities, regional government, transport operators and other local businesses or interested parties and STAL which meets from time to time to agree short and long term targets for increasing the use of public transport to and from and around Stansted Airport, to devise a strategy for meeting these targets for incorporation in local transport plans and the regional transport strategy, and to oversee and monitor the implementation of the strategy
- 1.35 “SATF Bus and Coach Working Group” shall mean the Bus and Coach Working Group of the SATF which consists of the list of members in Schedule 5 and whose terms of reference are as set out in Schedule 5 to this Undertaking
- 1.36 “SATF Highways Working Group” shall mean the Highways Working Group of the SATF which consists of Hertfordshire County Council, Essex County Council, Uttlesford District Council, the Highways Agency and STAL and whose terms of reference are as set out in Schedule 5 to this Undertaking
- 1.37 “Satellite 4” shall mean the 4th satellite building at the Airport
- 1.38 “Secretaries of State” shall mean the Secretary of State for Communities and Local Government and the Secretary of State for Transport
- 1.39 “the Stansted Airport Railway Station” shall mean the extent of the station as it is shown on Plan 5
- 1.40 “the Stansted Energy Management Strategy” shall mean the energy management strategy for the Airport produced by STAL
- 1.41 “the Stansted Waste Management Strategy” shall mean the waste management strategy for the Airport produced by STAL
- 1.42 “the Supervising Highway Engineer” shall mean the highway engineer responsible for the issuing of the certificate of Practical Completion for the schemes in the Third Schedule paragraph 3
- 1.43 “the Vortex Management Scheme” shall mean the scheme published by STAL that shall provide for the monitoring of vortex strikes on residential properties within a defined geographical area and the funding of the reasonable costs of repairing vortex damage to the residential properties within the defined geographical area
2. Recitals
- 2.1 UDC is the District Planning Authority within the meaning of the 1990 Act for the District in which the Airport is situated

- 2.2 ECC is the County Planning Authority within the meaning of the 1990 Act for the County in which the Airport is situated
- 2.3 STAL is registered at HM Land Registry as proprietor of the Airport with freehold title under the Title Numbers set out in Schedule 1
- 2.4 STAL has made the Planning Application to UDC for Planning Permission for the Development
- 2.5 STAL has agreed to enter into this Undertaking pursuant to the operative powers described in clause 3 for the purpose of regulating the Development and use of the Airport
- 2.6 This Undertaking is entered into in replacement of the undertaking dated 19th October 2007 from STAL to UDC and ECC and the obligations in this Undertaking hereby replace the obligations in the undertaking dated 19th October 2007 and those obligations in that undertaking shall absolutely cease and determine without further obligation upon STAL or its successors in title and that undertaking shall absolutely cease and determine without further obligation upon STAL or its successors in title
- 2.7 It is the intention of STAL that this Undertaking shall remain in full force and effect until such time as it is replaced by a further undertaking or agreement pursuant to s.106 and s.106A of the 1990 Act

3. Enabling Powers and Obligations

- 3.1 This Undertaking is entered into pursuant to section 106 of the 1990 Act section 111 of the 1972 Act and section 2 of the 2000 Act.
- 3.2 Such of the covenants contained herein as are capable of being planning obligations within the meaning of section 106 of the 1990 Act are declared to be planning obligations and as such are enforceable by UDC as to the obligations set out in the Second Schedule and by ECC and UDC as to the obligations set out in the Third Schedule

4. Obligations undertaken by STAL

- 4.1 With the intent that the Airport shall be subject to the obligations and restrictions contained in this Undertaking for the purpose of restricting or regulating the development and use of the Airport so that the provisions of this Undertaking shall be enforceable against STAL and its successors in title STAL hereby:
 - 4.1.1 Covenants with UDC to observe and comply with the obligations contained in Schedule 2
 - 4.1.2 Covenants with UDC and as a separate covenant with ECC to observe and comply with the obligations contained in Schedule 3
 - 4.1.3 Covenants with UDC and as a separate covenant with EEC not to part with its freehold interest in the Airport or any part or parts thereof nor to grant a lease of the Airport as a whole nor to grant a lease of any part or parts of the Airport at a premium for a term exceeding 50 years without
 - (a) Giving each of the Authorities prior notification of its intention to part with the interest identifying the area concerned and

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

unless such lease shall be granted to Network Rail in relation to land at the Stansted Airport Railway Station that is for the purpose of the construction of a fourth railway platform in which case this clause shall not apply

- 4.1.4 Covenants with UDC and as a separate covenant with ECC not to transfer its functions as the operator of Stansted Airport pursuant to the Airports Act 1986 to a third party without procuring that such third party enters into a direct covenant with each of the Authorities to observe and perform the provisions hereof so far as the same remain to be observed and performed

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

5. Notice of Implementation

STAL will give UDC Notice of Implementation of the Development permitted by the Planning Permission within 1 month of the said Implementation occurring

6. Provisos and Interpretation

- 6.1 No provision of this Undertaking shall be interpreted so as to affect contrary to law the rights powers duties and obligations of UDC or ECC in the exercise of any of their statutory functions or otherwise
- 6.2 If any provision of this Undertaking 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 Undertaking and the enforceability of the remainder of this Undertaking shall not be affected
- 6.3 No waiver (whether express or implied) by UDC or ECC of any breach or default in performing or observing any of the obligations covenants or terms and conditions of this Undertaking shall constitute a continuing waiver and no such waiver shall prevent UDC or ECC from enforcing any of the said obligations covenants or terms and conditions or from acting upon any subsequent breach or default
- 6.4 Insofar as any parts of this Undertaking may be subject to the rule against perpetuity those parts shall remain in force for as long as any of the provisions hereof remain to be performed or observed for 80 years from the date hereof whichever shall be the shorter
- 6.5 References in this Undertaking to sums of money shall be deemed to mean that sum plus a percentage thereof calculated on 1st March in each year (hereinafter called the "Review Date") equivalent to the percentage increase in the Retail Price Index from the Date of Grant to each Review Date until STAL shall have paid the full and final amount of such sums to the organisation entitled to receive the same under the terms of this Undertaking to be calculated pro rata in the case of any balance of such sums remaining unpaid at each Review Date

- 6.6 The headings in this Undertaking do not affect its interpretation
- 6.7 Unless the context otherwise requires references to sub-clauses clauses and schedules are to sub-clause clauses and schedules of this Undertaking
- 6.8 Unless the context otherwise so requires:
- 6.8.1 references to UDC ECC and STAL include their permitted successors and assigns
- 6.8.2 references to statutory provisions include those statutory provisions as amended or re-enacted; and
- 6.8.3 references to any gender include both genders

7. Review

With the intention of continuing the mitigation of the effects of the Airport on the community no later than 31 December 2010 STAL shall enter into discussions with UDC in good faith with the aim of considering whether or not to extend the period and scope of this Undertaking in relation to Part 3 paragraph 1.1 Part 6 paragraph 1 and Part 7

8. Agreements and Declarations

- 8.1 The obligations contained in Schedules 2 and 3 shall take effect only upon the Implementation Date (save where expressly stated to the contrary in Schedules 2 and 3) and in the event that the Planning Application is refused or the Planning Permission is not implemented and expires the obligations contained in Schedules 2 and 3 shall absolutely cease and determine without further obligation upon STAL or its successors in title
- 8.2 The obligations contained in Schedules 2 and 3 shall absolutely cease and determine without further obligation upon STAL or its successors in title if the Planning Permission is revoked is modified without the consent of STAL expires or if a separate planning permission is subsequently granted and implemented which is incompatible with the Planning Permission
- 8.3 Save as specifically provided in Schedules 2 or 3 nothing in this Undertaking shall prohibit or limit the right to develop any part of the Airport in accordance with any planning permission (other than one relating to the Development)
- 8.4 This Undertaking constitutes a Local Land Charge and shall be registered as such provided that STAL will upon the happening of any of the eventualities referred to in paragraphs 8.1. and 8.2. of this Part or upon the determination of this Undertaking howsoever determined procure the removal of any entry made on the Local Land Charges Register in respect of or related to this Undertaking

9. Exclusion of the 1999 Act

For the purposes of the 1999 Act nothing in this Undertaking shall confer on any third party any right to enforce or any benefit of any term of this Undertaking

10. Notices

- 10.1 Any notices required to be served on or any document to be supplied or submitted to any of the parties hereto shall be sent or delivered to the address stated in this Undertaking as the address for the receiving party or such other address as shall from time to time be notified by a party to

this Undertaking as an address at which service of notices shall be accepted or (in the case of a limited company) at its registered office

10.2 Any notices to be served or documents to be supplied or submitted or applications for approval under the terms of this Undertaking to be made which are addressed to UDC shall be addressed to the Director of Development of that Council or as otherwise determined by that Council

11. Entire Undertaking

This Undertaking the schedules and the documents annexed hereto or otherwise referred to herein contain the whole Undertaking between the parties relating to the subject matter hereof

IN WITNESS WHEREOF STAL hereto has executed this Undertaking as a deed the day and year before written

Schedule 1

(Title)

EX574488

EX574473

EX574491

EX574482

EX574523

EX574485

EX438482

EX574504

EX574502

EX574498

EX574495

EX640482

EX574500

EX574507

EX640493

EX574508

But excluding all land comprised within Title Number EX547491 to be transferred pursuant to an agreement dated 25th February 2002 made between the Secretary of State for Transport Local Government and the Regions of the one part and STAL of the other part

Schedule 2

(Obligations offered by STAL to UDC)

Part 1 – Obligations relating to air noise

1. From the Implementation Date continue to offer the BAA Stansted Community Buildings Noise Insulation Scheme and the BAA Stansted Home Relocation Assistance Scheme and the boundary of those schemes shall be reviewed by STAL within 3 months of the publication of the 2006 63dBA and 69dBA Leq contours for the Airport in 2007 and again in 2012 following publication of the 2011 63dBA and 69dBA Leq contours and such review shall take account of a night time noise insulation scheme as provided for by the Secretary of State for Transport in connection with the Night Time Restrictions at the Airport

Part 2 - Obligations relating to ground noise

1. From the Implementation Date to issue and maintain the continuance of Director's Notices to the effect that:
 - 1.1 The use of Air Start units, Ground Power Units, Air Conditioning units or any other items of ground servicing equipment which does not conform to current EU standards for noise suppression (85 decibels dBA at 7 metres) is prohibited on any apron area at Stansted
 - 1.2 Ground Power Units must not be used at Stansted when there is serviceable FEGP available on stand
 - 1.3 To use all reasonable endeavours to have FEGP available for use at all times where it is installed
 - 1.4 Except in the circumstances set out in this paragraph 1.3 APUs are not to be used where Fixed Electrical Ground Power (FEGP) is adequately provided and serviceable. The restrictions will be relaxed where:
 - 1.4.1 The outside air temperature is below +5°C or above +20°C, and FEGP is unserviceable or not installed on the stand
 - 1.4.2 Systems that cannot be powered by FEGP require to be powered up for maintenance purposes, subject to prior permission being obtained from STAL
 - 1.4.3 An aircraft has to be positioned on a stand equipped with FEGP, in such a manner as to make use of the FEGP system impractical (typically small cargo aircraft parked side-on or nose-out on stand)
 - 1.4.4 An aircraft type is not compatible with the FEGP system at Stansted, or has a temporary technical fault preventing the use of FEGP
 - 1.4.5 An aircraft has night-stopped at Stansted (minimum ground time of 2hrs) and is operating its first departure of the day and APUs can be run for a maximum of 45 minutes before departure subject to prior permission by STAL
 - 1.4.6 Where the captain of an aircraft believes that genuine hardship to passengers will result unless the APU is run, then he/she may do so provided that STAL is contacted before starting

Part 3 – Obligations relating to Air Quality

1. Within 6 months of Implementation and until 31st December 2020 STAL shall monitor air quality in the vicinity of the Airport in the following terms:
 - 1.1 continuous monitoring of oxides of nitrogen and fine particulate matter (PM10) at three fixed sites (including subject to the agreement of The National Trust a site in Hatfield Forest)
 - 1.2 diffusion tube monitoring of nitrogen dioxide levels at not less than 4 sites and the possible location of such sites shall be discussed with UDC and subject to the agreement of The National Trust 9 diffusion tubes at sites within Hatfield Forest and such tubes shall be arranged as two transects of four diffusion tubes each with the ninth diffusion tube co-located at the site of the monitor located in Hatfield Forest under paragraph 1.1 above
 - 1.3 provide to UDC annually a summary of the results of the monitoring described in paragraph 1.1 and paragraph 1.2 of this Part
 - 1.4 consider schemes of appropriate measures to compensate for any material adverse effects on vegetation within Hatfield Forest that are identified as arising from levels of oxides of nitrogen exceeding 30 microgrammes per cubic metre annual mean within Hatfield Forest and such compensation shall be proportionate to the extent that the Development contributes to the measured levels
 - 1.5 to use all reasonable endeavours to undertake any measures identified as a result of paragraph 1.4 of this Part
2. STAL shall make the results of its obligations contained in paragraph 1.1-1.3 of this Part available to UDC within 28 days of the final results becoming available to STAL

Part 4 – Obligations relating to Surface Access to the Airport

1. From the Implementation Date to use all reasonable endeavours to achieve a reduction in the number of persons employed at the Airport driving to and from the Airport by private car to no more than 76% of the total of all such persons by 31st December 2014
2. From the Implementation Date to consider the means by which the non-transfer air passenger mode share to public transport could be increased to 43% by 2014 and identify the extent to which STAL could reasonably and proportionately contribute towards its achievement.

Part 5 – Obligations relating to rail infrastructure and train capacity

1. When required to do so by DfT Rail STAL shall make available such land within the current Airport Boundary to accommodate the additional platform capacity and ancillary development as is specified by Network Rail as being necessary to accommodate enhanced rail services to the Airport and will make available the funds necessary to bring forward the said works within such time as may be specified.
2. To monitor rail patronage on Airport-related rail services and the patronage generated by the Airport from 2008 and all monitoring carried out will be reported to the Rail Working Group of the SATF and STAL will agree the exact details of the monitoring study with DfT in consultation with the Rail Working Group of the SATF

3. To report to DfT and the SATF the data obtained as a result of the monitoring in paragraph 2 for the purposes of enabling DfT to assess when additional Airport-related rail carriage capacity should be introduced
4. STAL shall continue to use reasonable endeavours in working with UDC to seek to agree how to improve waiting conditions for rail passengers departing from platform 2 at Stansted Airport Railway Station either by way of a rail platform shelter or by such other means as may be considered by STAL to be appropriate and STAL shall regularly report on progress to the SATF
5. In the event that the improvement referred to in paragraph 4 of this Part is an improvement that STAL considers it is able to be provided unilaterally then STAL shall meet the reasonable costs of providing that improvement
6. In the event that the improvement referred to in paragraph 4 of this Part is an improvement that STAL can provide only with the cooperation of another party or parties then STAL shall bear only its own reasonable and proportionate costs of providing the improvement

Part 6 – Obligation relating to employment

From 1st January 2010 commit any unspent sums from the obligation in part 10 of the 2003 Agreement to support training and employment initiatives ratified by SAEF such sum to be paid by instalments as specified by SAEF

Part 7 – Obligations relating to economic performance

1. From 1st January 2010:
 - 1.1 To maintain the SABF
 - 1.2 To maintain sub-groups to support the SABF as constituted by the SABF from time to time
 - 1.3 To arrange for meetings of the SABF to be held not less than twice a year and meetings of the sub-groups to be held not less than three times a year or as required by the SABF
 - 1.4 To support and facilitate an annual “Meet the Buyers” event to provide opportunities for suppliers within an area or areas specified by the SABF to supply goods and services either as primary or secondary suppliers to on-Airport businesses
 - 1.5 In conjunction with the SABF to use all reasonable endeavours to identify and implement opportunities to support regeneration inward investment and tourism

Part 8 – Obligations relating to the community

1. As soon as reasonably practicable after 31st October 2011 STAL shall determine following discussions with UDC and East Herts District Council the executive and administrative arrangements for a Community Fund for projects that benefit the local community
2. Within 3 months of the executive and administrative arrangements for the Community Fund having been determined by STAL under paragraph 1 of this Part STAL shall pay the sum of £100,000.00 (one hundred thousand pounds) into a designated Community Fund bank account and that sum and each of the subsequent three sums of £100,000.00 that are paid into the account on each anniversary of the first payment shall be indexed from 1st March 2011

3. The Community Fund shall be administered by STAL according to the arrangements that are determined under paragraph 1 of this Part and such arrangements may be altered from time to time by STAL following discussions with UDC and East Herts District Council
4. From the Implementation Date STAL shall on an annual basis up to 31st December 2015 agree a sum of money to a maximum of £20,000.00 per annum that shall be made available by STAL to UDC and East Herts District Council to contribute towards the relevant Council's costs of enforcing breaches of planning control which relate to unauthorised airport-related car parks and within 5 miles of the Airport Boundary unauthorised car parking and or unauthorised parking in lay bys or grass or roadside verges

Part 9 – Obligations relating to visitors and archaeological resources

From the Implementation Date to make all archaeological finds discovered during the works authorised by the Planning Permission available to the Saffron Walden Museum for inspection and shall consider any request by UDC in consultation with the Museum for such finds to be made available to the Museum for permanent or temporary display

Part 10 – Obligations relating to Waste Management

1. By 31st December 2009 and every five years thereafter STAL shall review the Stansted Waste Management Strategy
2. STAL shall use all reasonable endeavours to implement any revisions to the Stansted Waste Management Strategy as soon as shall be reasonably practicable after such revision
3. STAL shall report on progress against the Strategy referred to in paragraph 1 of this Part as revised from time to time in the Corporate Responsibility Report

Part 11 – Obligations relating to Energy

1. By 31st December 2008 and every five years thereafter STAL shall review the Stansted Energy Management Strategy
2. STAL shall use all reasonable endeavours to implement any revisions to the Stansted Energy Management Strategy as soon as shall be reasonably practicable after such revision
3. STAL shall report on progress against the Strategy referred to in paragraph 1 of this part as revised from time to time in the Corporate Responsibility Report

Part 12 – Obligations relating to monitoring

1. Before 31st December 2014 STAL shall commission studies of the impact of the Development upon the area in which the Airport is situated to include the effect of the Development upon air noise contours ground noise measurements air quality traffic flows transport mode shares employment levels patterns of the places of residence of persons employed at the Airport visual impact waste water and energy and provide the same to UDC as soon as is reasonably practicable after the same shall have been completed
2. From the Implementation date STAL shall publish once in each year a Corporate Social Responsibility Report audited by a registered environmental impact assessor who is a member of the Institute of Environmental Assessment

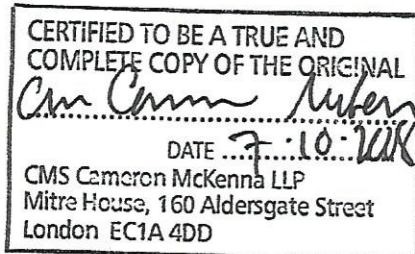
3. Save for where mitigation measures are specifically required by other parts of this Undertaking STAL shall use all reasonable endeavours to implement any reasonable and proportionate measures to mitigate any adverse effects of the Development upon the environment identified by the studies referred to in paragraph 1 of this Part or the reports referred to in paragraph 2 of this Part

Part 13 – Obligation relating to Water Efficiency


STAL shall use all reasonable endeavours to reach agreement with the Environment Agency as to the detail of the water efficiency measures that should be incorporated into the detailed design of Satellite 4 and shall thereafter construct Satellite 4 with such water efficiency measures as may be agreed

Part 14 – Obligations relating to Nature Conservation

1. STAL shall undertake a study on the effects of noise, air and light pollution on the flora and fauna in Hatfield Forest at 230,000 PATMs and a proposal for that study is to be provided to UDC within 12 months of the Date of Grant and STAL shall use reasonable endeavours to seek to agree the scope of that study with UDC
2. STAL shall consider schemes of appropriate measures to compensate for any material adverse effects on vegetation within Hatfield Forest that are identified in the study carried out in accordance with paragraph 1 above as arising from levels of oxides of nitrogen exceeding 30 microgrammes per cubic metre annual mean within Hatfield Forest and such compensation shall be proportionate to the extent that the Development contributes to the measured levels
3. STAL shall use all reasonable endeavours to undertake any measures identified as a result of paragraph 2 of this Part



SIGNED AS A DEED FOR AND BEHALF)
OF)
STANSTED AIRPORT LIMITED)

Director 
Name NICHOLAS SALMON

The Captain 2008

Director 
Name MARK PENNINGTON

Schedule 3

(Obligations offered by STAL to ECC and UDC)

1. From the Date of Implementation STAL shall make available contributions in the terms set out in paragraphs 1.1 – 1.4 below to mitigate impacts on the Local Road Network of the 15+ development and/or the Development:
 - 1.1 STAL shall contribute a sum of up to £500,000.00 (five hundred thousand pounds) to ECC as a contribution towards local road schemes within a five mile radius of the Airport which may include measures from the Essex Local Transport Plan as shown in Schedule 7 and other highway safety schemes that are identified by STAL in discussions with ECC
 - 1.2 The precise calculation of the sum to be paid by STAL to ECC under paragraph 1.1 of this Schedule shall be determined by the SATF Highways Working Group in accordance with its Terms of Reference set out at Schedule 5 to this Undertaking and in accordance with the procedure set out at Schedule 6 to this Undertaking and the precise sum shall be paid by STAL to ECC within 3 months of the receipt of an invoice for the same raised by ECC and any such invoice shall be rendered before 31st December 2015 and any paid contributions that remain unspent 10 years from the date of this Undertaking shall be reclaimed by STAL with interest calculated by reference to the Retail Price Index for the period that the money had been held by ECC
 - 1.3 STAL shall contribute:
 - 1.3.1 up to £610,000.00 (six hundred and ten thousand pounds) or 30% of the costs whichever shall be the lesser amount towards works associated with the A120/B1383 roundabout;
 - 1.3.2 up to £130,000.00 (one hundred and thirty thousand pounds) or 21% of the costs whichever shall be the lesser amount towards works associated with the A120/A1250 roundabout;
 - 1.3.3 up to £60,000.00 (sixty thousand pounds) or 23% of the costs whichever shall be the lesser amount towards works associated with the A120 eastern approach to Junction 8 of the M11;
- and such sums shall be paid by STAL to ECC within 3 months of the date of Practical Completion of the relevant scheme provided such Practical Completion is certified before 31st December 2018
- 1.4 In respect of the impacts of the 15+ development on the Local Road Network ECC shall be able to render an invoice and receive contributions from STAL in accordance with paragraph 1.1 – 1.3 above only insofar as:
 - (a) in respect of such impacts, it has not already required STAL to implement or procure highway works at its own expense, or required STAL to pay sums in respect of such highway works, under Schedule 5 paragraph 7 of the 2003 Agreement; and
 - (b) in respect of such impacts, it undertakes in writing not in future to require STAL to implement or procure highway works at its own expense, or to require STAL to pay sums in respect of such highway works, under Schedule 5 paragraph 7 of the 2003 Agreement

2. STAL shall contribute up to £2,000,000.00 (two million pounds) to further develop public transport links to and from the airport to seek to bring about an increase in the number of passengers using public transport and the SATF Bus and Coach Working Group shall continue to act to bring forward such measures and agree the arrangements as to how such public transport measures are prioritised and implemented
3. Not to Implement the Development prior to entering into agreements with the Highways Agency pursuant to s278 of the Highways Act 1980 in such form as the Highways Agency shall reasonably require for the construction of the schemes at
 - 3.1 M11 Junction 8 as shown on drawing no. Carillion-URS 95274/I/HM/050 Rev A
 - 3.2 Priory Wood Roundabout as shown on drawing no. Carillion-URS 95274/I/HM/051 Rev A, excluding the widening works at Round Coppice Road
 - 3.3 Bassingbourn Roundabout as shown on drawing no. Faber Maunsell 51029/100/1 Rev 2
or as otherwise may be agreed in writing by UDC in consultation with the Highways Agency on behalf of the Secretary of State for Transport
4. Within 12 months of the Date of Grant STAL shall enter into a s278 Agreement with the Highways Agency for the highway widening scheme for Round Coppice Road/Priory Wood as shown on drawing no CarillionURS95274/I/HM/051 Rev A or as otherwise may be agreed in writing with UDC in consultation with the Highways Agency on behalf of the Secretary of State for Transport
5. Within 12 months of the Date of Grant STAL shall enter into a s278 Agreement with the Highways Agency for the highways scheme for the A120 on-slip as shown on drawing no. Faber Maunsell 51029/100/2 Rev.1 or as otherwise may be agreed in writing by UDC in consultation with the Highways Agency on behalf of the Secretary of State for Transport

Schedule 4

(Plans)

Plan 1- Red line boundary plan to show the land to be bound

Plan 2 – set of plans for the Terminal Extension

Plan 3 – Plan to show extent of Stansted Airport Railway Station for rail obligations

Plan 4 – set of plans referred to in the HA road schemes

Schedule 5

Terms of reference for the SATF Highways Working Group

- To manage and deliver Section 106 highway-related planning obligations conditioned by the planning permission for the airport.
- To consider the interface between existing road schemes, any future schemes, and the airport road system.
- To consider the opportunities for improving road-based public transport through improving journey times and reliability for bus and coach services, and assisting the development of inter-urban public transport initiatives.
- To oversee the development of the monitoring study for highways within five miles of the airport and the road trips generated by the airport.
- To update the Steering group on key highway issues, and to respond to any requests from the steering group.
- To monitor supply and demand for car parking at the airport.

Terms of reference for the SATF Bus and Coach Working Group

- To work in partnership to deliver the Stansted Airport Bus and Coach Strategy document.
- To review the Stansted Bus and Coach Strategy and recommend the development of new and existing services and associated facilities to meet the objectives of the strategy.
- To manage and oversee the delivery of the bus and coach-related S106 obligations and planning conditions.
- To develop constructive liaison with existing and potential bus and coach operators, local authorities and TfL.
- To review the quality and customer satisfaction of bus and coach services serving Stansted Airport.
- To report and make recommendations to the Transport Forum Steering Group.

Both sets of terms of reference were put to the SATF Steering Group on 30th March 2007 and subsequently ratified by the SATF Steering Group on 28th June 2007.

List of Members of the Bus and Coach Working Group

Essex County Council, STAL, Herts County Council, Uttlesford District Council, Suffolk County Council, East Herts District Council, Braintree District Council, TfL, National Express, Easybus, Terravision, Arriva, First, Excel, Stansted Transit, Galleon Travel, Sky Transfers, Gatwick Flyer, Snowdrop Travel

Schedule 6

(The Procedure)

The procedure for determining sums to be paid for local road schemes is as follows.

1. A formal request shall be tabled by the relevant Highway Authority (Essex County Council or Hertfordshire County Council) at the relevant quarterly meeting of the SATF Highways Working Group.
2. That formal request shall be supported by evidence from the relevant Highway Authority.
3. The evidence shall be reviewed by the members of the SATF Highways Working Group to ensure that the request meets the policy tests in relation to planning obligations set out in Annex B of ODPM Circular 05/2005: Planning Obligations.
4. If the requirements of paragraph 3 above are satisfied then the request for payment shall be formally agreed and ratified by the SATF Highways Working Group.
5. Essex County Council or Hertfordshire County Council as the relevant Highway Authority shall render an invoice to STAL in respect of the sum formally agreed and ratified by the SATF Highways Working Group under paragraph 4 above.
6. STAL shall raise a purchase order and pay the relevant sum to Essex County Council or Hertfordshire County Council as appropriate.

Schedule 7
(Essex Local Transport Plan
local road schemes)

- (i) A1060 at Little Hallingbury
- (ii) B183 north of Hatfield Broad Oak
- (iii) B184 Ongar Road south of A120(T) in Dunmow
- (iv) Chelmsford Road Junction with Ongar Road in Dunmow
- (v) B1383 Junction with A120 south of Stansted Mountfichet
- (vi) B1051 with Cambridge Road in Stansted Mountfichet
- (vii) B1051 Junction with Station Road in Stansted Mountfichet
- (viii) B1256 Junction with Braintree Road in Dunmow
- (ix) The traffic monitoring programme along the A1184 and B1383 roads
- (x) The B1383 through Hatfield Broad Oak
- (xi) The local roads in Stansted Mountfichet, Elsenham, Takeley and Molehill Green, Broxted and Tye Green (villages shown for identification purposes on Figure 2.1 attached from ECC/1/D)

SIGNED AS A DEED FOR AND BEHALF)
OF)
STANSTED AIRPORT LIMITED)

Director

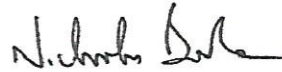
Name



STEWART WINGATE

Director

Name



Nick BARTON

Schedule 7
(Essex Local Transport Plan
local road schemes)

- (i) A1060 at Little Hallingbury
- (ii) B183 north of Hatfield Broad Oak
- (iii) B184 Ongar Road south of A120(T) in Dunmow
- (iv) Chelmsford Road Junction with Ongar Road in Dunmow
- (v) B1383 Junction with A120 south of Stansted Mountfichet
- (vi) B1051 with Cambridge Road in Stansted Mountfichet
- (vii) B1051 Junction with Station Road in Stansted Mountfichet
- (viii) B1256 Junction with Braintree Road in Dunmow
- (ix) The traffic monitoring programme along the A1184 and B1383 roads
- (x) The B1383 through Hatfield Broad Oak
- (xi) The local roads in Stansted Mountfichet, Elsenham, Takeley and Molehill Green, Broxton and Tye Green (villages shown for identification purposes on Figure 2.1 attached from ECC/1/D)

SIGNED AS A DEED FOR AND BEHALF)
OF)
STANSTED AIRPORT LIMITED)

Director



Name

STEWART WINGATE

Director



Name

Nick Barton