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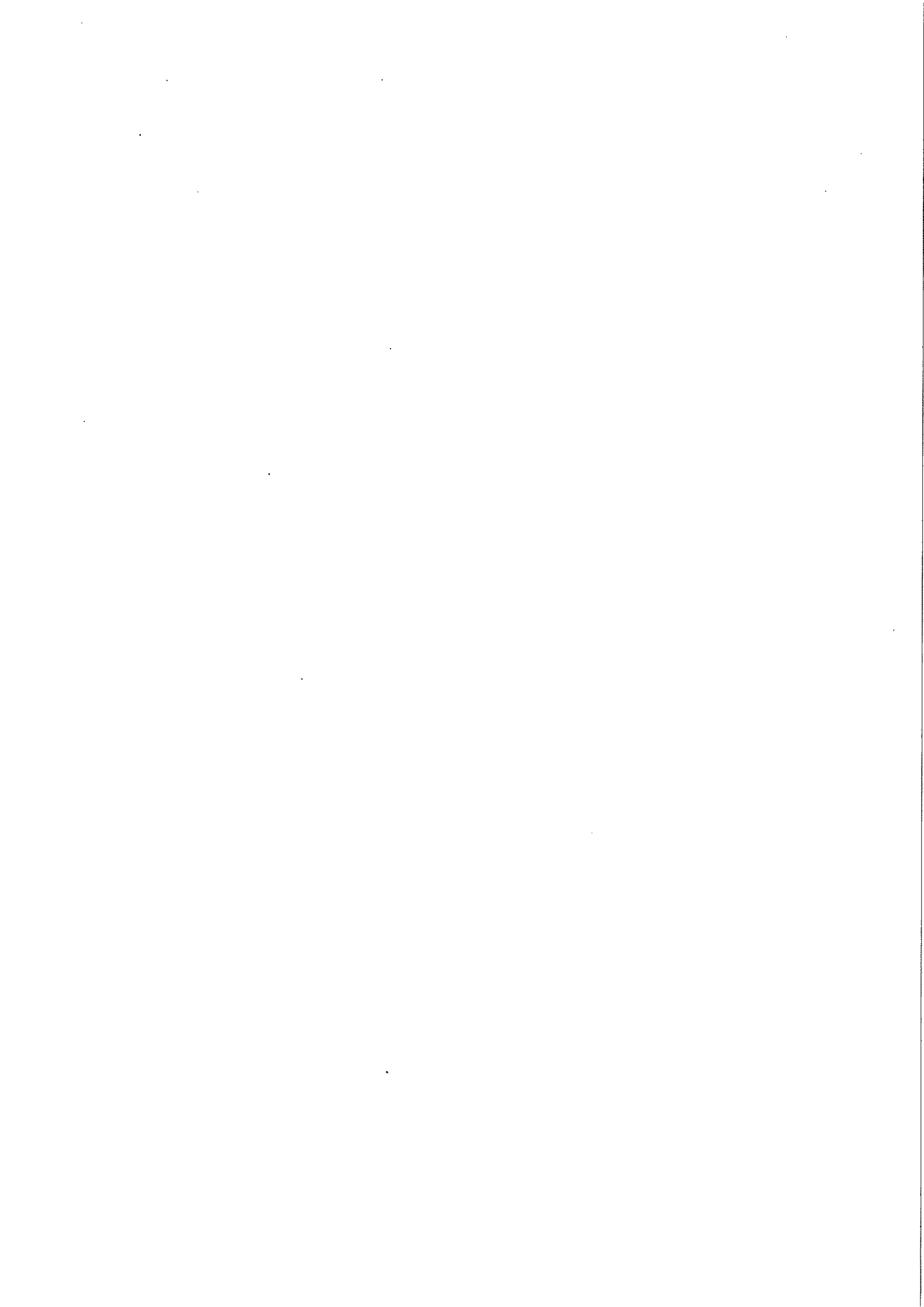
30~~th~~ October

2009

- (1) BIRMINGHAM INTERNATIONAL AIRPORT LIMITED
- (2) THE METROPOLITAN BOROUGH OF SOLIHULL

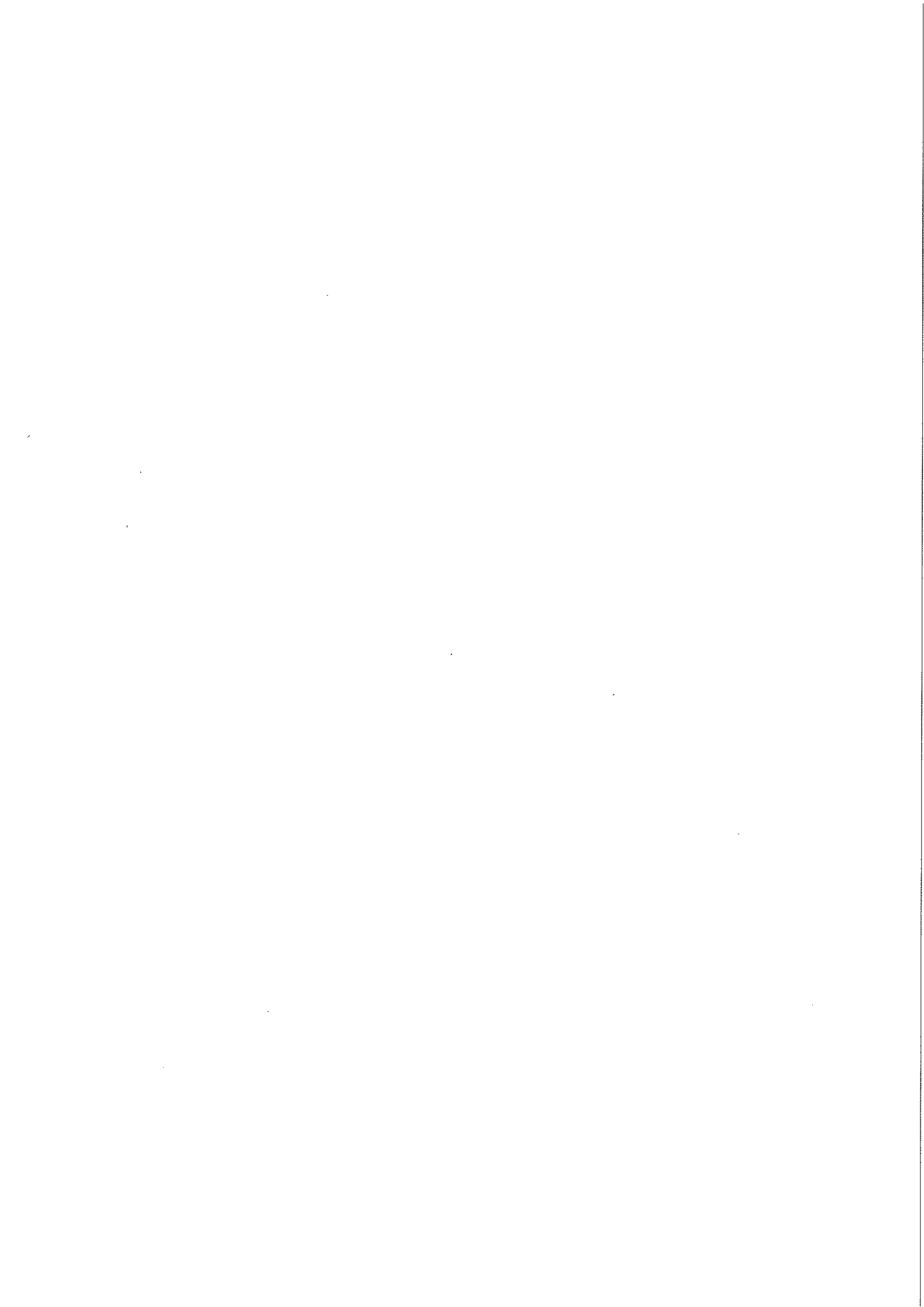
Agreement

under section 106 Town and Country Planning Act 1990 relating to
Birmingham International Airport



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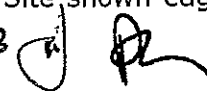


THIS AGREEMENT is made on : 30th October
BETWEEN:

2009

- (1) **BIRMINGHAM INTERNATIONAL AIRPORT LIMITED** (registered number 02078273) whose registered office is at Diamond House, Birmingham International Airport, Birmingham B26 3QJ ("**the Airport Company**"); and
- (2) **THE METROPOLITAN BOROUGH OF SOLIHULL** of The Council House, Solihull B91 3QS ("**the Council**")

BACKGROUND

- (A) For the purposes of the 1990 Act, the Council is the local planning authority for the area within which the Airport Site is located and the person who is entitled to enforce the obligations contained in this Agreement.
- (B) The Airport Company operates Birmingham International Airport and is both the freehold owner and leaseholder of part of the Airport Site, shown edged red on attached drawing number G05129 and marked Plan 13 
- (C) Pursuant to the Planning Application the Airport Company has applied to the Council for full planning permission for the Development.
- (D) On 22 April 2009 the Council's Planning Committee resolved to grant the Planning Permission subject among other things to the completion of this Agreement and its resolution was re-affirmed on 16 September 2009
- (E) The parties have agreed to enter into this Agreement with the intention that the obligations contained in this Agreement may be enforced by the Council against the Landowner, the Airport Company and their respective successors in title.

OPERATIVE PROVISIONS

1. INTERPRETATION

1.1 In this Agreement, the following words and expressions have the following meanings:

- "1980 Act" the Highways Act 1980
- "1990 Act" the Town and Country Planning Act 1990
- "A45 Diversion Works" means the works required to be carried out by the Airport Company as part of the Runway Extension as part of the works to divert the existing A45 prior to the construction of the A45 Tunnel

"A45 Tunnel"	means the tunnel to be provided for the A45 Coventry Road with the proposed Runway Extension being a four box tunnel constructed as part of the proposed Runway Extension and containing the constituent parts of the realigned A45 Designated Public Transport Corridor and Airport Airside Road as shown on the attached drawing number PAD110704/PA/35 Revision 01 and marked Plan 1
"A45 Tunnel Works"	means the works to be carried out by the Airport Company to construct the A45 Tunnel
"Advantage West Midlands"	means the Regional Development Agency for the West Midlands Region
"Air Rail Access Strategy"	means a strategy to increase rail access to the Airport as defined in Schedule 3 paragraph 13 (g)
"Air Traffic Control"	means the system and procedures including the equipment and air traffic controllers, by which aeroplanes and air traffic are safely regulated and controlled both in the air and on the ground
"Air Traffic Control Tower"	means the building from which Air Traffic Control is provided and undertaken
"Airport"	means the land and property within the blue line plan annexed to the Planning Application a copy of which is shown on the attached drawing number PAD110704/PA/01 Revision 2 and marked Plan 2
"Airport Activities"	means for the purpose of the Carbon Management Plan the carbon dioxide emissions from scope 1 and scope 2 activities controlled by Birmingham International Airport Limited as defined in draft guidance on how to measure and report your greenhouse gas emissions published by the Department for Environment Food and Rural Affairs on 5 June 2009 or such amended policy as may apply from time to time in

future years

"Airport Company Travel Plan Coordinator" means the person employed and responsible to the Airport Company to carry out the duties specified by **Schedule 3 paragraph 14**

"Airport Consultative Committee" means the committee to provide a facility for the purposes of section 35 of the Civil Aviation Act 1982 for consultation between the Airport Company users of the airport neighbouring local authorities and interests of local communities with respect to matters concerning the management and administration of the Airport which affect their interests

"Airport Operational Instruction" means an instruction issued from time to time by the Airport Company in respect of operations at the Airport in this case concerning the ground running of aircraft engines

"Airport Site" means the extent of the Airport Company's existing operational control as shown edged red on the attached drawing number G05129 and marked Plan 3 and proposed operational control as shown edged red on the attached drawing number G05130 and marked Plan 4

"Airport Surface Access Strategy" means the Airport Surface Access Strategy 2006 – 2012 published by the Airport Company in 2007

"Air Transport Movements" means a landing or take off of an aircraft engaged on the transport of passengers cargo or mail on commercial terms

"Airport Transport Forum" means the forum established in 2000 and managed by the Airport Company for Birmingham International Airport under the terms of Guidance on Airport Transport Forums and Airport Surface Access Strategies published by the Department of the Environment Transport and the Regions in

1999 to consider Airport surface access issues with transport operators partners stakeholders and local communities

"Ambient Air Quality Monitoring Station"	means the air quality monitoring equipment with analysers which comply or are compatible with the requirements of the Department for Environment Food & Rural Affairs Automatic Urban Network (AUN) such equipment to be located at the site marked on the air quality plan which is attached as drawing number GDDD01 and marked Plan 5 or such other site as may be agreed from time to time by the Airport Company and the Council
"Annual Limit"	means the annual limit of Air Transport Movements in the period 2300 to 0600 (excluding Exempt Movements) being no greater than 5% of total Air Transport Movements or as may be amended from time to time
"Bickenhill and Elmdon Business Forum"	means the Business Forum established to connect and provide a voice for local businesses in Bickenhill and Elmdon in Solihull
"Brought into Use"	means the commencement of operations and of Air Transport Movements (which require the Runway Extension) as approved by the Civil Aviation Authority through the process set out in Civil Aviation Publication 729 Guidance on Aerodrome Development published by the Civil Aviation Authority
"Bickenhill Conservation Area"	means the Conservation Area as defined by the Council under the provisions of Planning (Listed Buildings and Conservation Areas) Act 1990 as amended and edged red on attached drawing number G05128 and marked Plan 6
"Bus Rapid Transport System"	means any proposals that might be made in respect of this

"Business Tourism Strategy"	means a strategy for marketing Solihull as a business tourism destination
"Car Park Levy"	<p>means a sum to be paid on demand by the Airport Company annually by way of a levy on passenger car parking to fund the initiatives set out in Schedule 3 paragraph 24 such sum to be calculated in accordance with the following formula:</p> $A \times B = C$ <p>where:</p> <p>A is a number equal to the number of car parking stays of in excess of 1 hour duration purchased by passengers during the preceding year such number to be certified by the Airport Company to the Council following payment and on the basis of information from the car parking operator</p> <p>B equals the sum of £0.20 (twenty pence) and</p> <p>C equals the amount to be made available plus a sum to be paid by the Airport Company by way of a levy on staff car parking to fund the initiatives set out in paragraph 24 such sum to be £10.00 (ten pounds) per staff car park pass</p>
"CAP 725 Process"	means the process governed by the Civil Aviation Authority for changing airspace routes to and from the Airport
"Carbon Management Plan"	means a plan prepared by the Airport Company to identify appropriate proportionate and reasonable initiatives together with a programme and timetable to off-set increases in carbon dioxide emissions from Airport Activities as set out in Schedule 16 paragraphs 3-4
"Castle Hills Farm Site of	means SP18R2 Castle Hills Farm Meadows

Importance for Nature Conservation"	fields to the west of Bickenhill and south of Birmingham International Airport
"Castle Hills Farmhouse"	means the farmhouse for Castle Hills Farm edged red on attached drawing number G05583 Revision 1 and marked Plan 7
"Centro"	means the West Midlands Passenger Transport Executive and Authority
"Civil Aviation Authority"	means the UK's specialist aviation regulator and provider of air traffic services as set out in the provisions of the Airports Act 1986 or any subsequent authority replacing it
"Civil Aviation Authority Aerodrome Safeguarding Constraints"	means the process as set out in the Civil Aviation Publication 168 Licensing of Aerodromes published by the Civil Aviation Authority and the Joint Circular from the Office of the Deputy Prime Minister and Department for Transport 01/2003 Safeguarding Aerodromes Technical Sites and Military Explosives Storage Areas: The Town and County Planning (Safeguarding Aerodromes Technical Sites and Military Explosives Storage Areas) Direction 2002 to ensure the safe operation of airports and aerodromes, including obstacles, planting and landscaping
"Commencement Date"	the date specified in clause 3
"Community Trust Fund"	means the Birmingham International Airport Community Trust Fund established by the Airport Company in 1998 and entered on the central register of charities on 24 August 1998
"Continuous Descent Approach Policy"	means an operating procedure whereby aircraft arrivals approach the Instrument Landing System whilst maintaining as much height as possible as opposed to approaching in a stepped approach including flying at lower altitudes

"Corporate Social Responsibility"	means how a company takes account of its economic social and environmental impacts in the way it operates and how it engages with its local communities
"Day Time Noise Level"	means the maximum noise arising from departing aircraft during the Day Time Period as measured by the Noise and Track Keeping System measured as LA _{max}
"Day Time Period"	means the period from 06:00 to 23:30
"Designated Public Transport Corridor"	means the corridor specifically designated for the construction operation and maintenance of a public transport system which may include but not be limited to Midland Metro Light Rapid Transit or Bus Rapid Transit systems
"Development"	The development of the site as extension of main runway and associated infrastructure, including the realignment and tunnelling of a section of the A45 Coventry Road; a new air traffic control tower; revisions to the existing fuel farm; a new exit taxiway; the treatment of obstacles; and the diversion of services and watercourses at Birmingham International Airport as specified in application number 2008/22
"Diffusion Tube Monitoring Facilities"	means the facilities comprising diffusion tubes or similar devices for monitoring Nitrogen Oxides at the Airport the locations for which shall be as marked on the Air Quality Plan or such other sites as may be agreed by the Airport Company and the Council
"Director"	Means the Council's Head of Design and Development for the time being
"East Birmingham and North Solihull Regeneration Zone"	means one of six zones established by Advantage West Midlands to bring local focus to the delivery of regional economic strategy
"Elmdon Building"	means the original airport passenger terminal

	building shown edged red on the attached drawing number G05584 and marked Plan 8
"Elmdon Terminal Site"	means as edged red on attached drawing number G05126 and marked Plan 9
"Emergency Services"	means the Police Service, Fire Service and Ambulance Service
"Emissions"	Nitrogen Dioxide (NO ₂) Particulate Matter (PM ₁₀) Hydrocarbons including Benzene Tuolene and Xylene
"Employers Transport Forum"	means as defined by Schedule 3 paragraph 15
"Engine Ground Running Facility"	means a dedicated facility providing acoustic mitigation to enable the operation of aircraft engines on the ground at various power settings as part of maintenance carried out on aircraft
"Environmental Statement"	means the Environmental Statement as revised and submitted with the Planning Application
"Exempt Aircraft"	means the aircraft so defined in the Night Flying Policy
"Exempt Movements"	means Air Transport Movements in the following circumstances:- <ul style="list-style-type: none"> (a) aircraft diversions that have been brought about by changes in weather conditions at the original destination airport or an in-flight emergency (b) aircraft or medical evacuation or mercy flights where there is danger to life or health, human or animal

- (c) any take-off or landing in an emergency consistent with preventing danger to life or health
- (d) delays to aircraft resulting from widespread and prolonged disruption to air traffic
- (e) delays to aircraft that are likely to lead to serious congestion at the Airport or serious hardship or suffering to passengers or animals
- (f) where an aircraft other than an aircraft with a Quota Count of no more than 4 is scheduled to land after 06:00 but lands in exceptional circumstances before 06:00 but not before 05:30

provided that aircraft diverting because of night flying restrictions at other airports are not Exempt Movements

"Health Forum"

means as defined by **Schedule 11 paragraph 4**

"Health Impact Assessment"

means the document entitled A Rapid Health Impact Assessment of Birmingham International Airport's Proposed Runway Extension dated February 2008 and submitted in support of the Planning Application

"Health Management Plan"

means a plan to progress the recommendations set out in the Health Impact Assessment and the Independent Peer Review

"Historic Environment Ecology and Landscape Management Plan"

means a plan to be prepared by the Airport Company with the Historic Environment Ecology and Landscape Steering Group pursuant to the provisions of **Schedule 10** to

	deal with the mitigation measures identified in the Environmental Statement subject to Aerodrome Safeguarding constraints
"Historic Environment Ecology and Landscape Steering Group"	means as defined by Schedule 10 paragraph 5
"Independent Peer Review"	means the document entitled "Health Impact Assessment: Peer Review and the Development of a Health Management Plan" dated May 2008 and submitted in support of the Planning Application
"Index Linked"	means a contribution in this Agreement which is expressed to be Index Linked shall be increased by such sum which reflects the percentage increase in the All Items Retail Price Index between the date of this Agreement and the date of payment subject to the trigger point which establishes the contribution
"Instrument Landing System"	means a radio system that transmits two beams being the localiser and the glide path the first of which defines the centreline of the runway and extends the approach path and the latter of which defines the angle of descent to be followed on final approach
"Job Centre Plus"	means an on-site Job Centre handling Airport specific jobs and vacancies
"Job Junction"	means an Airport facility for Airport specific candidate referencing and criminal record checks and coordinating training for Airport specific jobs and vacancies
"LAeq"	means the continuous equivalent sound level. A measure averaging noise exposure over a given period of time normally based on a 16 hours day time period
"LA_{max}"	means the maximum A weighted sound level measured in dB(A). The A weighted decibel approximates to the sensitivity of the human

ear

"Landowner"	means the "Airport Company"
"Learning and Skills Council"	means the public body responsible for the planning, funding and commissioning of education and training, for those of 16 years of age and over, outside the remit of Higher Education
"Light Aircraft"	means aircraft with a maximum take off weight of 5,700kg or less
"MG4 Grassland"	means marshy grassland which is characteristic of the National Vegetation Classification (NVC) MG4 <i>Alopecurus pratensis</i> – <i>Saguisorba officinalis</i> plant community
"MG5 Grassland"	means neutral grassland which is characteristic of the National Vegetation Classification (NVC) MG5 <i>Cynosaurus cristatus</i> – <i>Centaurea nigra</i> plant community
"Midland Metro Light Rapid Transit"	means any proposals that might be made in respect of this
"Natural England"	means the Government agency and advisor on the natural environment
"National Forest"	means a wooded landscape covering some 200 square miles of central England including parts of Derbyshire, Leicestershire and Staffordshire
"Natural England Licence"	means a licence obtained in line with PPS9
"Night Flying Policy"	means the policy regulating the use of the Airport by aircraft during the Night Period and the Night Shoulder Periods the current version of which is attached at Schedule 5 or such amended policy as may apply from time to time in future years
"Night Flying Year"	means a period of 12 months as specified in

	the Night Flying Policy
"Night Period"	means the period from 23:30 to 06:00
"Night Shoulder Period"	means the period from 23:00 to 23:30
"Noise Classification"	means the noise level range in EPNdB for take-off or landing (as the case may be) for the aircraft in question as defined in Publication S4/2008 (or any replacement publication)
"Noise and Track Keeping System"	means the system known as "ANOMS 8" as described and specified in Annexure 5 or as may be upgraded from time to time together with noise monitoring terminals at the points marked on the plan attached hereto for the purpose of measuring the noise produced by Air Transport Movements and ground operations
"Noise Preferential Routes"	means the noise corridors 1.5 kilometres either side of the centreline of a Standard Instrument Departure Route
"North Solihull Business Forum"	means the business forum established to connect and provide a voice for local businesses in North Solihull
"Notice of Intention to Implement"	the written notice to be served by the Owner or the Airport Company on the Director in accordance with clause 4 informing the Council of the Airport Company's intention to implement the Planning Permission within the following 3 months
"Obstacle Limitation Surfaces"	means the obstacle limitation surfaces as identified in Civil Aviation Publication (CAP) 168. All licensed aerodromes in the UK are regulated by the Civil Aviation Authority which sets strict requirements for the maintenance of Obstacle Limitation Surfaces. These surfaces are required to be maintained free of obstacles

"Odour Study"	means a study of a volatised chemical compound which may be perceived by the sense of smell
"Obstacle Treatment Area"	means the area as coloured on attached drawing number Figure 2.5 Issue 3 and marked Plan 10
"Original S106 Agreement"	means an agreement dated 3 July 1996 and made between (1) the Airport Company and (2) the Council
"Passenger Terminal Site"	means the area edged red on attached drawing number G05127 and marked Plan 11
"Plans"	the plans attached to this Agreement numbered 1- 15
"Planning Application"	an application for full planning permission for the carrying out of the Development made by the Airport Company on 04/01/2008 carrying the reference 2008/22/S
"Planning Permission"	the planning permission that may be granted in pursuance of the Planning Application in the form set out in Schedule 1
"PPS9 Biodiversity and Geological Conservation"	means the Government publication which sets out national planning policies on protection of biodiversity and geological conservation through the planning system
"Public Transport Modal Share"	means the share of surface transport traffic gaining access to the Airport by all means of public transport (excluding taxis)
"Quota"	means the maximum permitted sum of the Quota Counts of all Air Transport Movements (except Exempt Aircraft and Exempt Movements) at the Airport in a Night Flying Year between the hours of 23:30 to 06:00 being no greater than 4,000
"Quota Count"	means the amount of the Quota assigned to one take-off or to one landing by an aircraft such amount being related to its noise

classification at take-off or landing (as the case may be)

"Runway Extension"

means the extension of the runway at the Airport in the Planning Application

"Salary Sacrifice Scheme"

means a scheme where a salary sacrifice happens when an employee gives up the right to receive part of the cash pay due under his or her contract of employment and usually the sacrifice is made in return for the employer's agreement to provide the employee with some form of non-cash benefit and the 'sacrifice' will be achieved by varying the employee's terms and conditions of employment relating to pay

"Schools Environment Improvement Programme"

means the scheme established by the Airport Company as a result of the requirements of **Schedule 4** of the Original S106 Agreement to assist in mitigating sound arising from the Airport within schools within the eligible noise contour area

"Scrub"

means stunted shrubby vegetation which is a Local Biodiversity Action Plan (LBAP) habitat

"Site Employment and Training Strategy"

means a strategy prepared by the Airport Company to act as a framework to create an integrated approach to address current and future employment training and human resources issues in terms of staff recruitment and staff retention across the Airport where it is so possible whilst also underpinning the role of the Airport in terms of economic development and employment in Birmingham Solihull and the West Midlands

"Solihull Chamber of Commerce"

means the business membership organisation to serve the interests of the local business community in Solihull

"Solihull College"

means the College of Further Education in Solihull

"Solihull Learning Skills and Employment Group"	means the strategic group of partners established for Solihull to promote learning skills developments and access to employment in Solihull
"Solihull Unitary Development Plan Policy ENV14/4"	means Policy ENV14/4 in the Solihull Unitary Development Plan adopted in February 2006 for grant aided schemes for new tree and woodland planting
"Sound Insulation Scheme"	means the scheme currently operated by the Airport Company for the insulation of domestic properties against aircraft noise within the 2002 63 LAeq (16 hours) noise contour and (subject to the terms of this Agreement) as may be amended from time to time
"Standard Instrument Departure Route"	means departure routings that follow a set of instructions as published in the UK Aeronautical Information Publication (AIP)
"Stopping Up Order"	means the redundant parts of the A45 Coventry Road to be closed and no longer form part of the public highway shown on the attached drawing numbers D119011/SK/17 04 marked Plan 12 and D119011/SK/18 04 marked Plan 13
"Track Keeping Target"	means the target for aircraft other than Light Aircraft remaining within the Noise Preferential Route to an altitude of 3,000 feet or subject to a feasibility study increased to 4,000 feet
"Transport Barriers"	means the effect on all those without access to a private motor vehicle caused by the lack of other means of transport to the Airport and in particular the dearth of public transport services outside peak hours especially at weekend and in the evenings to places in the vicinity of the Airport particularly to and from North Solihull the lack of which represents a barrier to residents accessing employment at the Airport by public transport and otherwise

those required to work outside the traditional working hours and therefore a barrier to obtaining employment at the Airport for those residents who are dependent on public transport

"Travel Plan Monitoring Group"

means as set out by **Schedule 3 paragraph 18**

"Trees"

means the trees identified within the Tree Survey Schedule of the Environmental Statement as being those trees lying within the Obstacle Limitation Surfaces which are capable of being replaced by a lower growing species in the same location and/or at alternative off site locations to be identified in the Historic Environment Ecology and Landscape Management Plan

"Tunnel Design and Safety Group"

means as defined in **Schedule 3 paragraph 9**

"Tunnel Operation and Management Group"

means as defined by **Schedule 3 paragraphs 10-11**

"Wake Vortex Protection Scheme"

means the voluntary scheme currently operated by the Airport Company to protect domestic properties from aircraft wake vortices and (subject to the terms of this Agreement) as may be amended from time to time (aircraft wake vortices are a liability of the airlines operating at the Airport)

"Warwickshire Coventry and Solihull Local Biodiversity Action Plan"

means the plans which outline how landowners land managers and policy makers will protect the characteristic wildlife and landscape in the Warwickshire Coventry and Solihull Sub Region

“Warwickshire Landscape Guidelines Arden” means the landscape guidelines for the Arden area produced by Warwickshire County Council and the Countryside Agency and adopted by Solihull Metropolitan Borough Council providing landscape management strategies and guidelines

“Woodland Strategy” means the supplementary planning guidance adopted by Solihull Metropolitan Borough Council on woodland and woodlands

1.2 In this Agreement:

1.2.1 the clause headings do not affect its interpretation;

1.2.2 unless otherwise indicated, references to clauses and Schedules are to clauses of and Schedules to this Agreement and references in a Schedule to a Part or paragraph are to a Part or paragraph of that Schedule;

1.2.3 references to any statute or statutory instrument shall include references to any statutory modification or re-enactment thereof for the time being in force

1.2.4 references to the Airport Site include any part of it;

1.2.5 references to any party in this Agreement include the successors in title of that party. In addition, references to the Council include any successor local planning authority exercising planning powers under the 1990 Act;

1.2.6 “including” means “including, without limitation”;

1.2.7 if any provision is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remainder of the Agreement is to be unaffected; and

1.2.8 Any reference to time shall be a reference to local time

1.3 The parties to this Agreement do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.

2. **EFFECT OF THIS AGREEMENT**

2.1 This Agreement is made pursuant to section 106 of the 1990 Act. To the extent that they fall within the terms of section 106 of the 1990 Act, the obligations

contained in this Agreement are planning obligations for the purposes of section 106 of the 1990 Act and are enforceable by the Council against the Airport Company interested in that part of the Airport Site shown edged red on attached drawing number G05129 and marked Plan 2

- 2.2 To the extent that any of the covenants restrictions and requirements contained in this Agreement are not planning obligations within the meaning of the 1990 Act, they are entered into pursuant to the powers contained in section 111 Local Government Act 1972, section 2 Local Government Act 2000 and all other enabling powers and are enforceable against the Airport Company
- 2.3 Nothing in this Agreement restricts or is intended to restrict the proper exercise at any time by the Council of any of its statutory powers, functions or discretions in relation to the site or otherwise.
- 2.4 This Agreement will be registered as a local land charge by the Council.
- 2.5 Nothing in this Agreement prohibits or limits the right to develop any part of the site in accordance with a planning permission, other than one relating to the Development as specified in the Planning Application, granted after the date of this Agreement, whether or not pursuant to an appeal.

3. **COMMENCEMENT DATE**

- 3.1 Subject to **clause 3.2**, all the obligations contained in this Agreement will come into effect on the date on which the Development commences by the carrying out on the site pursuant to the Planning Permission of a material operation as specified in section 56(4) of the 1990 Act.
- 3.2 The Commencement Date will not be triggered by any of the following operations:
 - 3.2.1 site investigations or surveys;
 - 3.2.2 site decontamination;
 - 3.2.3 construction of access and service roads;
 - 3.2.4 the demolition of any existing buildings or structures;
 - 3.2.5 the clearance or regrading of the site;
 - 3.2.6 works connected with infilling; or

- 3.2.7 works for the provision of drainage or mains services to prepare the site for development;
- 3.2.8 commencement and operation of the Air Traffic Control Tower
- 3.2.9 the A45 Tunnel Works;
- 3.2.10 the A45 Diversion Works.

4. **OBLIGATIONS OF THE PARTIES**

- 4.1 The Airport Company agrees with the Council that it will give the Council in writing not less than 3 months notice of its intention to implement the Planning Permission
- 4.2 The Airport Company agrees and covenants with the Council to comply with the obligations on their part set out in **Schedules 1 to 16** in this Agreement
- 4.3 The Council agrees with the Airport Company to comply with the obligations on its part set out in **Schedules 1 to 16**.
- 4.4 The Airport Company agree and covenant with the Council that before the Planning Permission is first implemented the Airport Company will provide written evidence to the Council that it has acquired either fee simple ownership in possession of the land coloured pink or the legal right to carry out works needed including maintenance work and any further work required by the Planning Permission and this Agreement as indicated on the plan numbered PA-2393-LR-01 Revision 0 attached and marked Plan 14
- 4.5 The Council agrees with the Landowner and the Airport Company that it will issue the Planning Permission forthwith upon completion of this Agreement.
- 4.6 The Council agrees with the Landowner and the Airport Company to act reasonably, properly and diligently in exercising its discretion and discharging its functions under this Agreement. In particular, where any notice, consent, approval, authorisation, agreement or other similar affirmation is required under the terms of the Agreement, the Council will not unreasonably withhold or delay such notice, consent, approval, authorisation, agreement or other similar affirmation.
- 4.7 No person will be liable for any breach of the terms of this Agreement occurring after the date on which they part with their interest in the site or the part of the site in respect of which such breach occurs, but they will remain liable for any

breaches of this Agreement occurring before that date except that the Airport Company (but not its successors in title) shall remain liable in perpetuity for any breaches of this Agreement whether or not it remains interested in part of the Airport Site. Neither the reservation of any rights or the inclusion of any covenants or restrictions over the site in any transfer of the site will constitute an interest for the purposes of this **clause 4.7**.

5. **TERMINATION OF THIS AGREEMENT**

5.1 This Agreement will come to an end if:

5.1.1 subject to **clause 5.2**, the Planning Permission is quashed, revoked or otherwise withdrawn at any time so as to render this Agreement or any part of it irrelevant, impractical or unviable;

5.1.2 the Planning Permission expires before the Commencement Date without having been Implemented;

5.2 **Clause 5.1.1** will not apply in respect of any minor modifications to the Planning Permission or the Development agreed from time to time between the Council and the Landowner and the Airport Company prior to the Commencement Date.

5.3 Where the Agreement comes to an end under **clause 5.1**:

5.3.1 the Council is to vacate or cancel the entry made in the Local Land Charges register in relation to this Agreement or otherwise to record the fact that it has come to an end and no longer affects the site; and

5.3.2 any monies paid under this Agreement to the Council, with the exception of fees paid under **clause 7**, are to be returned to the party that made the payment within one month of the Agreement coming to an end together with interest accrued on the monies from and including the date of payment to and including the date of repayment.

5.4 Where the Agreement is released in part by a future agreement, the Council will place a note against the entry made in the Local Land Charges Register stating which obligations no longer have effect.

5.5 If the Landowner or the Airport company makes a request in writing for the Council to place a note against the entry made in the Local Land Charges Register stating which obligations under this Agreement have been discharged and complied with, the Council will place such a note against the entry.

6. **NOTICES**

- 6.1 Any notice, demand or any other communication served under this Agreement will be effective only if delivered by hand or sent by second class post, pre-paid or recorded delivery.
- 6.2 Any notice, demand or any other communication served is to be sent to the address of the relevant party set out at the beginning of this Agreement or to such other address as one party may notify in writing to the others at any time as its address for service.
- 6.3 Unless the time of actual receipt is proved, a notice, demand or communication sent by the following means is to be treated as having been served:
- 6.3.1 if delivered by hand, at the time of delivery;
 - 6.3.2 if sent by post, on the third working day after posting; or
 - 6.3.3 if sent by recorded delivery, at the time delivery was signed for.
- 6.4 If a notice, demand or any other communication is served after 4.00 pm on a working day, or on a day that is not a working day, it is to be treated as having been served on the next working day.
- 6.5 For the avoidance of doubt, where proceedings have been issued in the Courts of England and Wales, the provisions of the Civil Procedure Rules must be complied with in respect of the service of documents in connection with those proceedings.

7. **COSTS OF THIS AGREEMENT**

Upon completion of this Agreement the Airport Company is to pay to the Council its reasonable and proper legal costs in connection with the preparation, negotiation and completion of this Agreement up to a maximum of £5,000

8. **RELEASE OF ORIGINAL S106 AGREEMENT**

- 8.1 From the Commencement Date, the Landowner, the Airport Company and the Council agree that the Original S106 Agreement will be released to the extent that there remain any obligations outstanding and the Original S106 Agreement will not be capable of being enforced by the Council after the Commencement Date.
- 8.2 Within 5 working days of the Commencement Date, the Council is to place a note against the entry relating to the Original S106 Agreement in the Local Land Charges Register stating that the Original S106 Agreement is no longer effective nor capable of being enforced.

9. **DETERMINATION OF DISPUTES**

- 9.1 Subject to **clause 9.7**, if any dispute arises relating to or arising out of the terms of this Agreement, either party may give to the other written notice requiring the dispute to be determined under this **clause 9**. 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.
- 9.2 For the purposes of this **clause 9** a "Specialist" is a person qualified to act as an expert in relation to the dispute having not less than ten years' professional experience in relation to developments in the nature of the Development and property in the same locality as the site.
- 9.3 Any dispute over the type of Specialist appropriate to resolve the dispute may be referred at the request of either party to the President or next most senior available officer of the Law Society 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 9.4**.
- 9.4 Any dispute over the identity of the Specialist is to be referred at the request of either party 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 or next most senior available officer of the Law Society.
- 9.5 The Specialist is to act as an independent expert and:
- 9.5.1 each party may make written representations within ten working days of his appointment and will copy the written representations to the other party;
 - 9.5.2 each party is to have a further ten working days to make written comments on the other's representations and will copy the written comments to the other party;
 - 9.5.3 the Specialist is to be at liberty to call for such written evidence from the parties and to seek such legal or other expert assistance as he or she may reasonably require;
 - 9.5.4 the Specialist is not to take oral representations from the parties without giving both parties the opportunity to be present and to give evidence and to cross-examine each other;

- 9.5.5 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; and
- 9.5.6 the Specialist is to use all reasonable endeavours to publish his decision within 30 working days of his appointment.
- 9.6 Responsibility for the costs of referring a dispute to a Specialist under this **clause 9**, 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.
- 9.7 This **clause 9** 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.

10. **JURISDICTION**

- 10.1 This Agreement is to be governed by and interpreted in accordance with the law of England and Wales.
- 10.2 The courts of England and Wales are to have jurisdiction in relation to any disputes between the parties arising out of or related to this Agreement. This clause operates for the benefit of the Council who retains the right to sue the Landowner and the Airport Company and enforce any judgment against the Landowner and the Airport Company in the courts of any competent jurisdiction.

11. **EXECUTION**

The parties have executed this Agreement as a deed and it is delivered on the date set out above.



SCHEDULE 1
(draft Planning Permission)





Solihull
METROPOLITAN
BOROUGH COUNCIL

**DRAFT
DECISION NOTICE**

Planning Services, P.O. Box 11652, Solihull B91 9YA
Telephone 0121 704 6000 Fax 0121.704 6592

Our Ref.: LAWRENCE OSBORNE APPLICATION NO.: 2008/22

DRAFT DECISION NOTICE

Site: BIRMINGHAM INTERNATIONAL AIRPORT LTD BIRMINGHAM INTERNATIONAL AIRPORT SOLIHULL

Proposal: EXTENSION OF MAIN RUNWAY AND ASSOCIATED INFRASTRUCTURE, INCLUDING THE REALIGNMENT AND TUNNELLING OF A SECTION OF THE A45 COVENTRY ROAD; A NEW AIR TRAFFIC CONTROL TOWER; REVISIONS TO THE EXISTING FUEL FARM; A NEW EXIT TAXIWAY; THE TREATMENT OF OBSTACLES; AND THE DIVERSION OF SERVICES AND WATERCOURSES.

Applicant: BIRMINGHAM INTERNATIONAL AIRPORT LTD Submitted by:

Date Registered: 04/01/2008

Town and Country Planning Act 1990
Town and Country Planning (General Development Procedure) Order 1995

DRAFT NOTICE OF DECISION OF LOCAL PLANNING AUTHORITY

The Solihull Metropolitan Borough Council as Local Planning Authority hereby **GRANTS PERMISSION SUBJECT TO CONDITIONS** for the above described development proposed in the application numbered as shown above and in the plans and drawings attached thereto (or as revised wholly or in part by those last dated as shown above). A copy of the approved plan(s) is/are attached to this notice.

The development must conform with the terms of, and approved plans accompanying, the permission and must remain in conformity with such terms and plans, subject to and save as may be otherwise required by any of the following conditions:-

(1) The development hereby permitted shall be begun before the expiration of seven years from the date of this permission.

Pursuant to the requirements of Section 51 of the Planning and Compulsory Purchase Act 2004.

(2) No part of the development hereby permitted shall be commenced until written evidence showing that the applicant has acquired vacant possession of the land coloured pink on the plan marked PA-2292-CPO-01 R3 attached to this permission has been submitted to and approved in writing by the Local Planning Authority.

To ensure that all land is in the control of the applicant in order to deliver the comprehensive delivery of the scheme in accordance with Policy T15 of the Solihull UDP 2006.

(3) The development of the Air Traffic Control Tower shall not be commenced until samples of all materials to be used in the external elevations have been submitted to and approved in writing by the Local Planning Authority. The development thereafter shall be carried out in accordance with the approved details.

To safeguard the visual amenities of the area in accordance with Policy ENV2 & E4 of the Solihull Unitary Development Plan 2006.

(4) The maximum number of Air Transport Movements serving the development hereby permitted shall not exceed 205,400 per annum.

Reason: To ensure the environmental effects of the development are adequately controlled in accordance with policy T15 of the Solihull UDP and within the limits predicted by the Environmental Statement submitted with the application. (Note: The restriction on ATMs could be subject of a future review through the submission of an application for either comprehensive infrastructure development at the airport or via an application to vary the condition. It will be expected that any such future application will demonstrate that an increase in ATMs would not result in an unacceptable impact on the environmental conditions identified in policy T15 of the Solihull UDP).

(5) Unless otherwise agreed by the Local Planning Authority in consultation with the Environment Agency, development other than that required to be carried out as part of an approved scheme of remediation must not commence until parts (a) to (d) below have been complied with. If unexpected contamination is found after development has begun, development must be halted on that part of the site affected by the unexpected contamination to the extent specified by the Local Planning Authority in writing until part (d) has been complied with in relation to that contamination.

(a) Site Characterisation

An investigation and risk assessment, in addition to any assessment provided with the planning application, must be completed in accordance with a scheme to assess the nature and extent of any contamination on the site, whether or not it originates on the site. The contents of the scheme are subject to the approval in writing of the Local Planning Authority. The investigation and risk assessment must be undertaken by competent persons and a written report of the findings must be produced. The written report is subject to the approval in writing of the Local Planning Authority in consultation with the Environment Agency. The report of the findings must include:

(i) a survey of the extent, scale and nature of contamination;

(ii) an assessment of the potential risks to:

a) human health,

b) property (existing or proposed) including buildings, crops, livestock, pets, woodland and service lines and pipes,

c) adjoining land,

d) groundwaters and surface waters,

e) ecological systems,

f) archeological sites and ancient monuments;

(iii) an appraisal of remedial options, and proposal of the preferred option(s).

This must be conducted in accordance with DEFRA and the Environment Agency's 'Model Procedures for the Management of Land Contamination, CLR 11'.

(b) Submission of Remediation Scheme

Where necessary following (a) above, a detailed remediation scheme to bring the site to a condition suitable for the intended use by removing unacceptable risks to human health, buildings and other property and the natural and historical environment must be prepared, and is subject to the approval in writing of the Local Planning Authority in consultation with the Environment Agency. The scheme must include all works to be undertaken, proposed remediation objectives and remediation criteria, timetable of works and site management procedures. The scheme must ensure that the site will not qualify as contaminated land under Part 2A of the Environmental Protection Act 1990 in relation to the intended use of the land after remediation.

(c) Implementation of Approved Remediation Scheme

Any approved remediation scheme must be carried out in accordance with its terms prior to the commencement of development other than that required to carry out remediation, unless otherwise agreed in writing by the Local Planning Authority in consultation with the Environment Agency. The Local Planning Authority must be given two weeks written notification of commencement of the remediation scheme works.

Following completion of measures identified in the approved remediation scheme, a verification report (referred to in PPS23 as a validation report) that demonstrates the effectiveness of the remediation carried out must be produced, and is subject to the approval in writing of the Local Planning Authority in consultation with the Environment Agency.

(d) Reporting of Unexpected Contamination

In the event that contamination is found at any time when carrying out the approved development that was not previously identified it must be reported in writing immediately to the Local Planning Authority. An investigation and risk assessment must be undertaken in accordance with the requirements of part (a), and where remediation is necessary a remediation scheme must be prepared in accordance with the requirements of part (b), which is subject to the approval in writing of the Local Planning Authority in consultation with the Environment Agency.

Following completion of measures identified in the approved remediation scheme a verification report must be prepared, which is subject to the approval in writing of the Local Planning Authority in consultation with the Environment Agency in accordance with part (c).

(e) Long Term Monitoring and Maintenance

A monitoring and maintenance scheme to include monitoring the long-term effectiveness of any proposed remediation over a period of to be agreed, and the provision of reports on the same must be prepared, both of which are subject to the approval in writing of the Local Planning Authority in consultation with the Environment Agency before the development hereby approved is first used or occupied.

Following completion of the measures identified in that scheme and when the remediation objectives have been achieved, reports that demonstrate the effectiveness of the monitoring and maintenance carried out must be produced, and submitted to the Local Planning Authority in consultation with the Environment Agency.

This must be conducted in accordance with DEFRA and the Environment Agency's 'Model Procedures for the Management of Land Contamination, CLR 11'.

Reason: To ensure that risks from land contamination to the future users of the land and neighbouring land are minimised, together with those to controlled waters, property and ecological systems, and to ensure that the development can be carried out safely without unacceptable risks to workers, neighbours and other offsite receptors in accordance with policy ENV16 of the Solihull UDP 2006.

(6) No development shall take place on the site until a Construction Management Plan has been submitted to and approved in writing by the Local Planning Authority. The Construction Management Plan shall include: -

- Measures to protect areas undisturbed prior to development commencing within the site from loss by development or damage during construction activities;
- Methods of protecting sensitive habitats and species from direct damage or disturbance during construction activities, such methods to include preconstruction checks for protected species and a timetable for construction outlining how impact on wildlife will be minimised;
- A scheme for the protection of the Low Brook, Bickenhill Brook and associated tributaries to include details of pollution prevention, control and emergency measures during the construction and operational phases, details of the rate of discharge, water quality standards to be monitored.
- A plan and schedule of trees, hedgerows and other vegetation to be retained or removed in each phase of the development, along with details of any tree works;
- A plan showing the environmental and wildlife protection zones for any retained vegetation, where construction activities are restricted and where protective measures will be installed or implemented;

- A timetable to show phasing of construction activities to avoid periods of the year when sensitive wildlife could be harmed (such as the bird nesting season);
- Details of working practices to avoid environmental impact during construction including the siting of compounds and parking facilities, siting of haul roads, routing of services, storage of materials, plant and machinery, disruption to drainage, water pollution, dust deposition, air pollution, artificial lighting and control of invasive plant species, specifically Japanese Knotweed;
- Confirmation of how statutory requirements relating to construction will be complied with;
- Details of how the construction management plan will be monitored on site;
- Person responsible for the compliance with the Construction Management Plan, including:
- Compliance with legal consents relating to nature conservation,
- Compliance with planning conditions relating to nature conservation
- Installation of physical protective measures during construction,
- Implementation of sensitive measures during construction,
- Regular inspection and maintenance of physical protection measures and monitoring of working practices during construction
- Provision of training and information about the importance of wildlife protection zones to all personnel on site; All construction activities shall be permitted in accordance with the approved details and timings of the Construction Management Plan.

Reason: To minimise the disturbance to existing vegetation and wildlife in line with UK and European Law and in accordance with policies ENV11, ENV13 and ENV14 of the Solihull UDP.

(7) No works or development shall take place until a scheme of supervision for the arboricultural and ecological protection measures has been approved in writing by the local planning authority. This scheme will be appropriate to the scale and duration of the works and may include details of: -

- Induction and personnel awareness of arboricultural and ecological matters;
- Identification of individual responsibilities and key personnel;
- Statement of delegated powers;
- Timing and methods of site visiting and record keeping, including updates; and
- Procedures for dealing with variations and incidents.

Reason: To minimise the disturbance to existing vegetation and wildlife in line with UK and European Law and in accordance with policies ENV11, ENV13 and ENV14 of the Solihull UDP.

(8) No works or development shall take place until a scheme for the protection of the retained trees has been agreed in writing with the Local Planning Authority in accordance with the provisions of BS5837 for above and below ground constraints. This scheme shall include: -

- No tree, hedge or shrub on the site indicated in the approved schedule for retention shall be topped, felled, lopped or root pruned except with the prior written consent of the Local Planning Authority

- written proof of the credentials of the arboricultural contractor authorised to carry out the scheduled tree works
- the details and positions of the ground protection zones, tree protections barriers and construction exclusion zones for all existing trees/hedges and large shrubs except those agreed for removal, identified separately for different phases of construction work (e.g. demolition, construction, hard landscaping).
- Details of the type of fencing and its siting shall be submitted to and approved in writing by the Local Planning Authority, thereafter the tree barriers shall be implemented and maintained on site as approved. The protected areas shall be kept free of all materials, equipment and building activity during the site development, and ground levels within the protected areas shall not be raised or lowered.

The work hereby approved must be carried out in accordance with British Standard 3998 for tree work and under the supervision of an authorised Officer.

Within the first available planting season following the felling of the tree/trees, replacement tree/trees shall be planted in accordance with details confirming size, species, numbers and location to be first agreed with the Local Planning Authority in writing. These details must be agreed before the removal of the tree/s unless otherwise agreed in writing with the Local Planning Authority. In addition all shrubs and hedges to be planted that are intended to achieve a significant size and presence in the landscape should be similarly specified.

Reason: To safeguard as many natural features of the site as is reasonable for the proposed development, minimise disturbance to existing vegetation during development, ensure that the works are carried out in a satisfactory manner and in the interests of the visual and character of the area in accordance with Policy ENV14 of Solihull Unitary Development Plan 2006 and comply with the advice given in DoE Circular 36/78 'Trees and Forestry.

(9) The development hereby approved shall not be occupied until full details of both hard and soft landscape works have been submitted to and approved in writing by the Local Planning Authority and these works shall be carried out as approved. These details shall include proposed finished levels or contours; means of enclosure; car parking layouts; other vehicle and pedestrian access and circulation areas; hard surfacing materials; minor artefacts and structures (e.g. furniture, play equipment, refuse or other storage units, lighting, Gates and Stiles in accordance with BS5709 etc.); retained historic landscape features and proposals for restoration. Soft landscape works shall include planting plans; written specifications (including cultivation and other operations associated with plant and grass establishment); schedules of plants, noting species, plant sizes and proposed numbers/densities where appropriate; implementation programme).

Reason: To minimise the effect and enhance the character of the development in accordance with Policy ENV2, ENV14 and C8 of the Solihull Unitary Development Plan 2006.

(10) The development hereby approved shall not be occupied until full details of hedgerow or tree planting for the re-aligned A45 Coventry Road have been approved in writing by the

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Telephone 0121 704 6000 Fax 0121 704 6592

Local Planning Authority and all tree planting shall be carried out in accordance with those details and at those times.

Reason: To minimise the effect and enhance the character of the development in accordance with Policy ENV2, ENV14 and C8 of the Solihull Unitary Development Plan 2006.

(11) All hard and soft landscape works shall be carried out in accordance with the approved details. The works shall be carried out prior to the occupation of any part of the development or in accordance with a programme agreed in writing with the Local Planning Authority. If within a period of 5 years from the date of planting of any tree, that tree or any tree planted in replacement for it, is removed, uprooted, destroyed, dies or becomes seriously damaged or defective, another tree of the same species and size as that originally planted shall be planted at the same place within the next planting season (October-March), unless the Local Planning Authority gives its written consent to any variation.

Reason: To minimise the effect and enhance the character of the development in accordance with Policy ENV2, ENV14 and C8 of the Solihull Unitary Development Plan 2006.

(12) No development shall take place until details of earthworks have been submitted to and approved in writing by the Local Planning Authority. These details shall include the proposed grading and mounding of land areas including the levels of land-raising and cutting, monitoring of those areas for settlement or slippage and details of a contingency in case of remedial works being required for any of those areas. Re-grading schemes should demonstrate the relationship of proposed mounding to existing vegetation and surrounding landform and reflect the topographical characteristics of the Arden landscape. These should refer to and expand upon the information provided within the Environmental Statement. The development thereafter shall be carried out in accordance with the approved details.

Reason: To minimise the effect and enhance the character of the development in accordance with Policy ENV2 and C8 of the Solihull Unitary Development Plan 2006.

(13) The runway extension shall not commence until there has been submitted to and approved in writing by the Local Planning Authority a plan indicating the positions, design, materials and type of boundary treatment to be erected to secure the airfield. The boundary treatment shall be completed before the development is first used. Development shall be carried out in accordance with the approved details.

Reason: To minimise the effect and enhance the character of the development in accordance with Policy ENV2 and C8 of the Solihull Unitary Development Plan 2006.

(14) No development approved by this permission shall be commenced until a full drainage scheme for the provision and implementation of foul drainage has been submitted to, and approved in writing by the Local Planning Authority. The scheme shall incorporate detailed plans of a comprehensive drainage and water management system which is to be installed to intercept, treat and if appropriate dispose of any contaminated surface water run-off from

the development. The foul drainage scheme shall be implemented in line with the approved details.

Reason: To ensure that the runway extension area is adequately drained and to ensure that the drainage scheme will not detrimentally affect the quality of local 'Controlled Waters' in accordance with Policy ENV17 of the Solihull UDP 2006.

(15) No development approved by this permission shall be commenced until a scheme for the disposal of surface water from the A45 diversion has been submitted to, and approved in writing by, the Local Planning Authority. The scheme shall include: A reduction in surface water discharge rates to the Low Brook, compared to the existing situation. The incorporation of pollution prevention infrastructure within the surface water drainage system. The surface water drainage scheme shall be implemented in accordance with the approved details.

Reason: To reduce flood risk and to improve the quality of local controlled waters including the Low Brook in accordance with Policy ENV17 of the Solihull UDP 2006.

(16) Before the development hereby approved is first used the siting, height, design details of the associated street lighting have been submitted to and approved in writing by the Local Planning Authority. Development shall be carried out in accordance with the approved details.

Reason: In the interests of the amenities of the area in accordance with Policy ENV2 and C9 of the Solihull Unitary Development Plan 2006.

(17) No development shall take place on the site until the applicant, or their agents or successors in title, has secured the implementation of a programme of archaeological work in accordance with a written scheme of investigation which has first been submitted by the applicant and approved in writing by the Local Planning Authority.

Reason: To ensure that there is an opportunity to record any archaeological items of interest and finds in accordance with Policy ENV8 of the Solihull UDP.

(18) The developer shall afford access at all reasonable times to any archaeologist nominated by the Local Planning Authority, and shall allow him to observe the excavations and record items of interest and finds.

Reason: To ensure that there is an opportunity to record any archaeological items of interest and finds in accordance with Policy ENV8 of the Solihull UDP.

(19) Prior to the commencement of development full details of the proposed diversion of the A45 and the works to Junction 6 of the M42 including associated works to A45 shall be submitted to and approved by the Local Planning Authority. Prior to occupation of any part of the development or the first use of the runway extension for commercial flights the

diversion of the A45 and the works to Junction 6 including associated works to A45 shall be completed in accordance with the details approved under this condition.

Reason: In the interest of highway safety in accordance with Policy T1 and T15 of the Solihull UDP.

(20) Prior to the commencement of development detailed phasing plans and programmes for all works to the highway network shall have been submitted to and approved by the Local Planning Authority. No alterations to the programmes and phasing shall be made without the prior approval of the Planning Authority.

Reason: In the interest of highway safety in accordance with Policy T1 and T15 of the Solihull UDP.

(21) The developer shall ensure that no mud is deposited on the highways adjoining the site as a result of the proposed construction works on site.

Reason: In the interest of highway safety in accordance with Policy T1 and T15 of the Solihull UDP.

(22) Prior to the commencement of development details of all construction accesses and their management arrangements shall be submitted to and approved by the Local Planning Authority. No alterations to the construction accesses and their management shall be made without the prior approval of the Local Planning Authority.

Reason: In the interest of highway safety in accordance with Policy T1 and T15 of the Solihull UDP.

(23) Prior to the commencement of development a Travel Plan shall be submitted to and approved in writing by the Local Planning Authority. The Travel Plan shall be implemented and maintained in accordance with the approved document under this condition.

Reason: To promote sustainable patterns of transport in accordance with Policy T1 and T15 of the Solihull UDP.

(24) Before the development hereby approved commences a phasing plan including timescales identifying all phases of development shall be submitted to and approved in writing by the Local Planning Authority. Thereafter all phases of the development shall be completed and carried out in accordance with the phasing plan unless agreed in writing with the Local Planning Authority.

Reason: In order to secure a comprehensive development of the site in accordance with Policy T15 of the Solihull UDP.

(25) The development hereby approved shall be implemented either as a whole or in phases, in accordance with a phasing plan to be submitted to and agreed in writing by the Local Planning Authority and wholly in accordance with this permission.

Reason: In order to secure a comprehensive redevelopment of the site in accordance with Policy T15 of the Solihull UDP.

NOTE: For the avoidance of doubt this decision refers to the plans as follows: Plan Number(s): PAD110704/PA/01REV02; PAD110704/PA/02 REV01; PAD110704/PA/03 REV01; PAD110704/PA/004 REV01; PAD110704/PA/08 REV01; PAD110704/PA/09 REV01; PAD110704/PA/10 REV01; PAD110704/PA/11 REV01; PAD110704/PA/12 REV01; PAD110704/PA/13 REV01; PAD110704/PA/17 REV02; PAD110704/PA/19 REV02; PAD110704/PA/30 REV01; PAD110704/PA/33 REV01; PAD110704/PA/34 REV01; PAD110704/PA/35 REV01; PAD110704/PA/37 REV01; PAD110704/PA/40 REV01; PAD110704/PA/41 REV01; PAD110704/PA/42 REV01; PAD110704/PA/43 REV01; PAD110704/PA/46 REV01; PAD110704/PA/47 REV01; PAD110704/PA/56 REV01; PAD110704/PA/90 REV01; A(100)001; A(100) 010; A(100)011; SK22; Short Range Images; Mid- Range Images; BIA:2030 Traffic Forecast Runway 33 (Displaced); BIA: 2030 Traffic Forecasts; Areodrome Safeguarding Map BIA; Environmental Statement; Transport Assessment; Runway Extension Air Traffic Forecasts; A Rapid Health Impact Assessment of Birmingham International Airport's Proposed Runway Extension; Planning Statement; Pre-Application Consultation Report; Proposed Runway Extension Environmental Statement Change Log: September 2008; Health Impact Assessment: Peer Review and the Development of a Health Management plan; Economic Impact Assessment; Travel Plan; Flood Risk Assessment; Draft Heads of Terms (Planning Obligations); Airport Surface Access Strategy 2006-2012; Towards: 2030 Planning a Sustainable Future for Air Transport in the Midlands: Airport Master Plan to 2030.

The decision to grant planning permission has been taken having regard to the policies and proposals in the Solihull Unitary Development Plan 2006 set out below, together with all other relevant material considerations, including Supplementary Planning Guidance, and the particular circumstances and reasons summarised below.

RPG11 Regional Planning Guidance for the West Midlands (2004)

T11 - Airports

T12 - Priorities for Investment

PA12 - Birmingham's Role as a World City

PA2 - Urban Regeneration Zones

QE1 - Conserving and Enhancing the Environment

QE2 - Restoring degraded areas and managing and creating high quality new environments

QE3 - Creating a high quality built environment for all

QE4 - Greenery, Urban Green Spaces and Public Places

QE5 - Protection and Enhancement of the Historic Environment

QE6 - The Conservation, Enhancement and Restoration of the Region's Landscape

**QE7 - Protecting, managing and enhancing the Region's Biodiversity and Nature
Conservation Resources**
QE8 - Forestry and Woodlands
QE9 - The Water Environment

The West Midlands Regional Economic Strategy

Solihull UDP 2006

T15 - Future Development at Birmingham International Airport
E4 - Birmingham International Airport
C2 - Control of Development in the Green Belt
C8 - Landscape Quality
ENV10 - Important Nature Conservation Sites
ENV11- Conservation of Biodiversity
ENV13 - Wildlife Species
ENV14 - Trees and Woodland
E8 - East Birmingham and North Solihull Regeneration Zone
T1 - An Integrated and Sustainable Transport Strategy
T2 - Accessibility to New Developments
T5 - Promoting Green Travel
T8 - Buses
**T10 - Public Transport links serving the needs of the East Birmingham/North Solihull
Regeneration Zone**
T16 - Cycling
T17 - Walking

Government Guidance

PPS1 - Delivering Sustainable Development
PPG2 - Green Belts
PPG4 - Industrial, Commercial Development and Small Firms
PPS7 - Sustainable Development in Rural Areas
PPS9 - Biodiversity and Geological Conservation
PPG13 Transport
PPG15 - Planning and the Historic Environment
PPG16 - Archaeology and Planning
PPG17 - Planning for Open Space
PPS23 - Planning and Pollution Control
PPG24 - Planning and Noise
PPS25 - Development and Flood Risk
Good Practice Guide on Planning for Tourism
The Department for Transport 'The Future of Air Transport'

Supplementary Planning Guidance/Documents

Planning Services, P.O. Box 11652, Solihull B91 9YA
Telephone 0121 704 6000 Fax 0121 704 6592

**The Warwickshire Landscape Guidelines
Solihull's Countryside
Nature Conservation in Solihull
Local Agenda 21 in Solihull
Green Space Strategy
North Solihull Strategic Framework**

In reaching this decision the Council is mindful of the particular circumstances and reasons set out below, namely:

The Department for Transport The Future of Air Transport (ATWP) published in December 2003 sets out the strategic framework for the development of the air transport industry and airport capacity in the United Kingdom until 2030. It establishes a policy framework against relevant airport operators, airlines and public bodies can plan ahead and acts to guide decisions on future planning applications.

Specifically, the ATWP supports a runway extension at BIA. The policies in the White Paper will undoubtedly be given considerable weight by the decision makers as an expression of Government Policy.

In terms of the Midlands, the White Paper highlights that less than half the air passengers travelling to and from the Midlands use the Region's airports. With the overall market for air travel in the Midlands due to grow substantially, the White Paper at Paragraph 9.2 states that "offering a wider range and greater frequency of services, an opportunity exists to claw back some of this leaking traffic and reduce the number of long distance journeys currently made – mainly by car".

In my opinion, the Policy establishes an urgent need to provide a runway extension, to 'claw-back' traffic from the south-east to the Midlands.

In terms of Regional Policy, Policy T11 of the RSS in relation to Airports confirms that Birmingham International Airport will continue to be developed as the West Midlands principal international airport with appropriate facilities in order to increase the extent to which it serves a wider range of global destinations to meet the Region's needs.

Specifically, the policy confirms that to serve more distant destinations an extension to the main runway would be required. Development Plans in Solihull and neighbouring authorities should include policies to provide for the assessment of proposals for the expansion of the airport to meet the demand. Criteria for development proposals should include the requirement that they be subject to rigorous environmental assessment.

Policy T11 of the Solihull UDP adopted in 2006 specifically supports a runway extension subject any proposals to extend the runway needing to be assessed against specific planning considerations.

Therefore, in policy terms, National, Regional and Local policies, which carry substantial weight in the decision making process support a runway extension at BIA subject to all normal planning considerations and necessary mitigation.

Need

The length of the existing main runway restricts the range of destinations, markets and routes that can be served from BIA. Unlimited direct long haul traffic requires a longer take-off distance to enable an aircraft to take-off with a full payload.

The Midlands has a catchment area of eight million people living within one-hour travel time of BIA and in addition over 180,000 businesses. Less than 40% of the regions demand for air travel is therefore, served within the region, with 34% of people in 2006 relying on airports in the south-east (Heathrow, Gatwick and Stanstead). With a runway extension, BIA would start to 'claw-back' traffic from other airports to serve the strong market of the West Midlands, provide choice and the necessary connectivity to Global Cities with the subsequent stimulus of attracting inward investment, foster international trade, support business, commerce and industry as well as stimulating tourism.

The West Midland Economic Strategy 'Connecting to Success' is quite specific in support for the proposal as part of the need for the built environment and infrastructure to stay in line with the needs of the future economy.

Therefore, I must conclude that a sustainable need case has been presented for the runway extension. Furthermore, the runway extension would 'claw-back' passengers who use other airports, provide choice and connectivity and meet the needs of the future economy. The proposal therefore, accords with advice in criteria (i) of Policy T15 of the Solihull UDP, which seeks to reduce the need of passengers originating from the Region to travel outside it to undertake long distance air travel.

Air Traffic Forecasts

I consider that the assessment scenarios for the runway extension at BIA are based on the most likely outcome being the continuation of the current market position i.e. 'with a runway extension' and 'without a runway extension' for each of the assessment years 2012, 2022 and 2030. The current economic climate will have an impact on the forecast, but it has been demonstrated that Airports through previous recessions have continued on average to grow by 5%-6%. I see no reason to doubt that this trend will continue.

The runway extension would increase the number of passengers utilising BIA. For the year 2030, an additional throughput of 3.9 million passengers would be generated by the runway extension above the existing scenario without a runway extension. This amounts to an additional 17% of passengers as a result of the runway extension.

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For Air Traffic Movements it has been indicated that with the proposed runway extension there would be 205,400 ATM's in 2030, which represents a 9% increase on the without extension scenario.

Air Transport Movements would continue to increase, but generally at a lower rate than that forecasted for passenger growth. Whilst, the average number of passengers per Air Transport Movements will increase significantly reflecting the use of larger aircraft and in particular wide-body aircraft maximising load factors.

Taking account of all the data, in 2006, BIA handled 3.9% of the total UK air passengers. Based on the forecast by 2030, BIA could be expected to increase its overall total to around 5.8% with a runway extension.

I conclude, that the forecasts are robust and provide accurate data on the likely increase in passengers numbers, and Air Transport Movements at BIA.

Economic Impact

The evidence provided is compelling and demonstrates that a sustainable economic development case, in favour of the runway extension, has been made. The development will enhance the region's global connectivity to ensure business can compete successfully in the global market place, access international markets and improve access to growing markets in the Far East and across the globe.

Over the period of 2006 to 2052, the runway extension achieves a positive net value of £553 million at 2006 prices. It will also generate 2,160 full time equivalent jobs and £113 million of income by 2030 compared to the scenario without the runway extension.

I believe, clear and important economic benefits to the region have, therefore, been demonstrated in accordance with Policy T15(ii) of the Solihull UDP and T11 C(i) of the Regional Spatial Strategy. The economic benefits of the scheme therefore, carry significant weight in favour of the runway extension.

Noise

Noise from aircraft using the airport has an important effect on the noise climate on those areas immediately adjacent to it. These effects will increase over time, chiefly due to more aircraft movements at the airport with or without a runway extension. However, in most areas there appears to be only a marginal difference between the effects of scenarios with or without a runway extension.

The most significant changes would be to the immediate Southeast of the airport boundary. These changes are entirely commensurate with moving the threshold for aircraft take off and landing movements. Very few residential dwellings would be affected by this change.

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The continuation of the Night Flying Policy, and reduction in Night Quota Count maximum of 2 or less for aircraft land at BIA, reduction in the day time and night time violation level by 2 db(a) la max will ensure that mitigation measures are secured to compensate for the marginal increase in noise of the forecast period.

I therefore, conclude that the change in noise around the Airport will be marginal. The S106 Agreement will minimise the noise impacts as required by criteria (iv) of Policy T15 of the Solihull UDP and T11 of the RSS.

Air Quality

The ES has assessed the key pollutants at the Airport using a 'worst case' basis. I consider that the evidence provided confirms that there will be no exceedences at the Airport and there will be no affect on residential locations. The Air Quality Standards will be achieved either with or without the runway extension.

I therefore, must conclude that with a runway extension will not cause air quality to significantly increase at BIA in accordance with criteria (iii) of Policy T15 of the Solihull UDP.

Odour

The intensification of use of the airfield will increase the possibility of aircraft odours, it is unlikely that the runway extension will have any direct and significant effect on the circumstances that give rise to odour events. However, as part of the S106 Agreement BIA will carry out a feasibility study on the issue as part of the whole mitigation strategy.

Landscape

There would be adverse landscape and visual effects during construction, particularly in those areas close to the works. These are judged to be significant adverse effects during construction on the landscape resource within three of the Landscape Character Areas, namely Area 6: Bickenhill Village, Area 7: Bickenhill Farmland Plateau, Area 8: A45 Highway Fringes.

Locally significant adverse effects during construction are also recorded on the visual resource and on the open space/leisure resource. These latter effects will be temporary and short term.

The Mitigation measures in respect of the proposed works will reduce the impact of the proposals on the landscape resource and on visual amenity. Nevertheless, impacts will remain.

I am therefore, content that the impacts on the landscape can be mitigated against through the comprehensive schedules and clauses set out in the S106 Agreement. Natural England confirm that early intervention will secure the mitigation necessary.

I am therefore, content that the landscape impacts have been identified and the mitigation measure will secure the necessary improvements to the landscape in accordance with criteria (iii) of the Solihull UDP.

Ecology

The runway extension and the environmental impacts will almost certainly see the loss of a habitat of some importance (MG4 grassland). Certain environmental assets in the wider landscape, including features of historic value and particular habitats of nature conservation interest, cannot be replaced. Their protection should have a high priority.

However, the RSS recognises that where there are over-riding social or economic reasons for development, some reduction of less sensitive assets may be justified providing wherever possible appropriate measures are taken to mitigate and/or compensate for the loss. Research shows that it is extremely difficult to replace this type of habitat, therefore this should be classed as a sensitive asset. The mitigation measures set out in the ES and within the S106 Agreement seek to make every effort to mitigate for the loss in accordance with criteria (ii) of the Solihull UDP.

Water Resources

Having regard to the advice received from the Environment Agency, Severn Trent Water and regard the pollution measures provided, the conditions suggested I must conclude that the impact on water environment is negligible will ensure that final discharge from the runway extension does not cause water pollution. The proposal would therefore, accord with Policy ENV16 and T15 of the Solihull UDP and Government advice set out in PPS23 and PPS25.

Ground Conditions

The imposition of conditions would ensure that the necessary remediation of contaminated land and control the pollution of controlled waters. I am therefore, content that through the imposition of such conditions that the proposal would accord with Policy ENV16 of the Solihull UDP and advice contained in PPS23.

Built Heritage

I must conclude that the runway extension fails to preserve and enhance the character, appearance and setting of Bickenhill Conservation and Listed Buildings within and adjacent to. The proposal would be contrary to National advice and Policies ENV5 and ENV6 of the UDP. However, within S106 agreement mitigation measures are proposed through enhancement of the landscape setting to the Conservation Area that would have some beneficial impact and will also preserve Castle Hills Farm in the long term. The issue therefore, needs balanced against other material planning considerations to identify whether they outweigh the harm caused.

Surface Access

The proposed development, tunnel and road works would create no road safety hazard. The proposed highway works required for the runway extension would successfully mitigate the traffic impact of the runway extension, and of growth in Airport and other traffic.

The proposed tunnel is designed to meet both present needs and a wide variety of potential future needs. However, it would increase travel distance for users of the Coventry Road A45.

The runway extension would result in further measures to promote and increase sustainable travel to the airport and improve modal share. From about 14% in 1996, the airport company (2006) achieved 21.7% of passengers and 23% of employees entering the site by sustainable travel modes. The Airport Surface Access Strategy proposes targets of 25% for 2012, 30% for 2022 and 35% for 2030. It is proposed to require the achievement of this trajectory, and its monitoring, through the Section 106 Agreement. The achievement of this performance is also essential to keep the traffic impact within the limits described above. The Airport Company has a successful record of promoting sustainable travel, and it is intended this will become even more important.

Therefore, subject to conditions and legal agreement, there are no substantive grounds for transport or highway objections to the proposed runway extension. Furthermore, clear, measurable, and significant progress both at the time of the application and within the Plan period to secure increased use of public transport for passengers and staff has been demonstrated in accordance with criteria (vi) of Policy T15 of the Solihull UDP

Climate Change

Tackling climate changes is a key priority of the planning system. In determining applications proposals should be planned so as to minimise CO2 emissions.

The runway extension is a step in the wrong direction in terms of CO2 emissions reduction, albeit in a global context a very small step. However, in isolation, the impact of the runway extension on climate change through increasing number of movements will not be significant in a national or global context.

In the context of aviation transport there would appear to be greater benefits to be achieved in relation to CO2 emissions by programmes such as 'Sustainable Aviation' and moves to more efficient fleets than to attempt to restrict the growth of air transport through not allowing a runway extension. There is essentially a question of balance which takes the gains to the local economy; impacts of non-planning related changes (both voluntary and through legislation) to the aviation industry; and potential CO2 emissions as a result of this proposal. Taking these into account I do not believe that likely emissions prevent permission being granted.

Air Traffic Control Tower

The ATC is a bespoke building. The emphasis has been placed on a building that takes an iconic form that has its own identity and impact on the skyline, whilst addressing the need to integrate the tower fully with the base of the building. The iconic form, which is instantly recognisable has been a key design driver. The curved nature of the tower and use of robust high-tech materials emphasis the iconic nature and would be similar in nature to Birmingham International Interchange. The base of the building will have a standing seam roof with a combination of cladding and curtain walling to all elevations. The ATC tower must therefore, be seen as a standalone building that has been designed to make a wider statement about the wider context and regional importance of the airport. The design and appearance is in my opinion, reflective of the importance and prestige that is required of the Airport and would accord with Policy E4, T15 and ENV2.

Health Impact Assessment

Having regard to advice provided the findings of the HIA, I must conclude that the runway extension is not anticipated to result in any meaningful health impacts. But through the S106 Agreement, Council's (SMBC, BCC), Local Agencies and local community will need to work together to mitigate the effects using best practice.

Green Belt

The proposal represents inappropriate development in the Green Belt and is so by definition harmful. It will also have an impact on the openness of the Green Belt. Paragraph 3.2 of PPG2 advises that very special circumstances to justify inappropriated development will not exist unless the harm by reason of inappropriateness, and any other harm, is clearly outweighed by other considerations. In view of the presumption against inappropriate development, the Secretary of State will attach substantial weight to the harm to the Green Belt when considering any such applications.

This harm needs to be balanced against the fact that the RSS allows Green Belt boundaries to be altered in exceptional circumstances. In this case, it specifically provides for an adjustment of Green Belt boundaries where there are no suitable alternatives on previously developed land and buildings within the built up area. BIA is capable of being served by rail or high quality public transport within easy access of centres and facilities and the development respects the natural environment, built environment and historical heritage.

In terms of need, it has been demonstrated that the length of the existing runway restricts the range of destinations, markets and routes that can be served directly from the Airport. Without a runway extension, the Airport will be unable to meet growing demand for destinations and passengers, who will have to continue to travel outside the region to meet that need. In 2006, the airport handled 3.9% of the total UK air passengers. By 2030, it is forecasted that this could increase to 5.8%, which offers a significant 'claw-back' from other airports.

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Currently, less than 40% of the region's demand for air travel is served within the Region, with 34% in 2006 relying on airports in the south-east. The air traffic forecasts submitted with the application conclude that there would be no substantive growth in the long haul market until a runway extension is provided. With a runway extension, the Airport would start to 'claw-back' traffic from other airports to serve a strong regional market. The Government White Paper encourages growth of airports in order to support regional economic development, provide passengers with greater choice, and reduce pressure on more over-crowded airports in the south-east.

The runway extension is also critical to the achievement of Birmingham's aspirations to be a world city. Through new air links it is anticipated that Birmingham will be able to capture inward investment, foster international trade, support regional business, commerce and industry as well as stimulating tourism and enhancing cultural links. The economic benefits are to the area and region as a whole, in my opinion, is substantive and significant. Over the period of 2006 to 2052, a runway extension project achieves a positive net present value of £553 million at 2006 prices. In terms of employment and income benefits, the runway extension is estimated to generate an additional 2,160 full time equivalent jobs and £113 million of income compared to the scenario without a runway extension in 2030. The economic benefits of the scheme are compelling.

In my opinion, the facts in terms of qualitative and quantitative are compelling in favour of the development and the very special circumstances have been advanced to clearly outweigh the harm caused by inappropriateness of the extension of the runway into the Green Belt in accordance with criteria (vii) of Policy T15 and C2 of the Solihull UDP and advice contained in PPG2.

Overall conclusion

The proposed development has many and varied impacts, both positive and negative. Fundamental to the planning system is the requirement to balance these impacts (within the context of the development plan) to arrive at a reasoned and well-informed decision.

Need - The development would accommodate need through the ability to serve an increased range of important global destinations, allow for the claw-back of traffic travelling out of the region to use other airports and provide choice. It will enable Birmingham (and the region) to fulfil its role as a global city and the competitiveness it brings.

Economic - Following on from the increased connectivity of the region, significant levels of inward investment & access to international market would be achieved. This is alongside direct, indirect & induced impact as a result of the development. This can be quantified to be in the region of 2,610 jobs and £113M.

Noise - In the context of increased activity at the airport without a runway extension, the change in the noise environment around the airport will be marginal. These effects can be minimised & mitigated.

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Landscape - The runway extension and A45 diversion will result in changes to the appearance and character of the landscape. These range from low to moderate residual effects that can in part be mitigated.

Ecology - Loss of existing habitat ranging from scarce to common types. A 2:1 replacement of the more sensitive habitats will provide mitigation.

Built Heritage - The runway extension and A45 diversion will result in adverse changes to the appearance and character of the conservation area. Some mitigation has been identified.

Surface Access - No adverse highway safety issues have been identified and proposed highway works would successfully mitigate the traffic impact including a significant increase in the use of public transport.

Climate Change - Although a step in the wrong direction the impact upon climate change is small in a global context. Other measures that can or will be applicable to the aviation industry as a whole (which are outside the scope of this application) should seek to deliver the changes necessary.

Green Belt - The runway extension constitutes inappropriate development in the Green Belt that affects the openness of the Green Belt, but very special circumstances to clearly outweigh the impacts have been demonstrated.

Taking these key determining issues as a whole, I believe that the adverse effects have been minimised through design or mitigation and the remaining adverse effects are far outweighed by the advantages resulting from the development. In this respect the development can be considered to not only be in accordance with the development plan (when taken as a whole), but it also results in the delivery of national, regional & local policy objectives. This provides a compelling case and my recommendation is that the application should be approved

Signed



G. PALMER Dip.T.P., M.R.T.P.I.
HEAD OF DESIGN AND DEVELOPMENT

SCHEDULE 2

(Land Use/ Planning)

1. The Airport Company shall preserve the character and appearance of the Elmdon Building and shall when the commercial opportunity for a comprehensive scheme of development or re-development arises enhance the character and appearance of the Elmdon Building and its setting
2. The Airport Company shall preserve the character and appearance of the Castle Hills Farmhouse and shall provide a vehicle access to the Castle Hills Farmhouse from a public highway which can be used at all times and for access



SCHEDULE 3

(Surface Transport)

1. Upon giving Notice of Intention to Implement the Airport Company shall use all reasonable endeavours to achieve a Public Transport Modal Share for passengers and employees respectively of 25% by 31 December 2012, of 31% by 31 December 2022 or 20.9 million passengers per annum whichever event occurs later and of 37% by 31 December 2030 or 27.2 million passengers per annum whichever event occurs later and shall provide the Council with details thereof not less than once in each calendar year
2. The Airport Company shall continue to monitor the number of trips by mode for passengers and employees respectively and the number of vehicles trips per Passenger and shall provide the Council with details thereof not less than once in each calendar year
3. Prior to the date the Runway Extension is brought into use the Airport Company shall investigate the cause and extent of transport barriers faced by residents of North Solihull which may hinder employment opportunities at the Airport for such residents, suggest ways these could be addressed and use reasonable endeavours to help to remove these transport barriers and report the findings to the Council
4. The Airport Company shall record all expenditure incurred in relation to the obligation in paragraphs 13, 19 and 24 and shall provide the Council with details thereof not less than once in each calendar year
5. The Airport Company shall make provision for a Designated Public Transport Corridor In the A45 Tunnel and Diversion
6. The Airport Company shall implement the Stopping Up Order once obtained in accordance with a timescale to be agreed between the Airport Company and the Council so as not to frustrate the commencement of construction of the Runway Extension
7. The Airport Company will within one month of giving Notice of Intention to Implement establish the Tunnel Design and Safety Group in accordance with the provisions of this Schedule
8. The remit of Tunnel Design and Safety Group shall be agreed between the Airport Company and the Council prior to its establishment and the Tunnel Design and Safety Group will ensure that the design build operation and

maintenance practices of the tunnel and associated works conform to the appropriate codes guidelines and standards regarding safety efficiency environmental protection and sustainability

9. The Tunnel Design and Safety Group shall be chaired by a Director of the Airport Company and include the Council Centro Emergency Services and tunnel designers
10. The Airport Company will within six months of giving Notice of Intention to Implement establish the Tunnel Operation and Management Group in accordance with the provisions of this Schedule
11. The remit of the Tunnel Operation and Management Group shall be agreed between the Airport Company and the Council
12. The Tunnel Operation and Management Group shall be chaired by a Director of the Council and include the Airport Company Centro and the Emergency Services
13. The Airport Company shall take the following steps to secure the objectives in paragraph 1 and paragraph 3 above and consider other actions as may be reasonably practicable:-
 - (a) continue to keep under review the Airport Surface Access Strategy with the intention to encourage the increasing use of public transport to and from the Airport and achieving the Public Transport Modal Share targets set out at paragraph 1 above
 - (b) appoint within 6 months of giving Notice of Intention to Implement an Airport Company Travel Plan Co-ordinator whose remit shall be as set out in paragraph 14
 - (c) establish and hold within 6 months of giving Notice of Intention to Implement an Employer's Transport Forum whose remit shall be as set out in paragraph 16
 - (d) establish and hold within 6 months of giving Notice of Intention to Implement a Travel Plan Monitoring Group whose remit shall be as set out in paragraph 18
 - (e) commence within 6 months of giving Notice of Intention to Implement a feasibility study into the provision of a dedicated bus priority link between the Passenger Terminal Site and the Elmdon Terminal Site using in part the A45 Tunnel submit the feasibility study to the Council for agreement and subject to a viable scheme implement the dedicated bus priority link prior to the date the Runway Extension is brought into use

- (f) contribute £56,000 towards the Council's proposed bus only exit from Vanguard Road onto Bickenhill Lane to improve bus operations at the Airport and remove the need for north bound buses to go by Bird Island upon completion of the bus only exit from Vanguard Road onto Bickenhill Lane
- (g) prepare within 3 years of giving Notice of Intention to Implement an Air Rail Access Strategy in conjunction with the relevant rail operators and Centro to increase rail access to the Airport and submit the Air Rail Access Strategy to the Council for agreement
- (h) contribute £50,000 to the Marston Green/Sheldon Country Park cycle route within 6 months of giving Notice of Intention to Implement the Runway Extension and upon completion of the Marston Green/Sheldon Country Park cycle route
- (i) ensure that a cycle route is provided by the Airport Company as part of Runway Extension along the diverted A45 Coventry Road between the Clock Junction and the Damson Parkway Junction to link into the Damson Parkway/Coventry Road/Goodway Road cycle route
- (j) provide additional secure cycle storage for staff across the Airport Site with details and the timetable to be submitted to the Council for agreement prior to their provision
- (k) provide additional showers for cyclists and clothes lockers for Airport Company staff with details and the timetable to be submitted to the Council for agreement prior to their provision
- (l) Investigate and report to the Travel Plan Monitoring Group the feasibility of introducing a Salary Sacrifice Scheme for cycle purchase for Airport Company staff and if feasible introduce a Salary Sacrifice Scheme prior to the date the Runway Extension is brought into use
- (m) Investigate and report to the Travel Plan Monitoring Group the feasibility of introducing a car sharing scheme for staff across the Airport Site and if feasible introduce a car sharing scheme prior to the date the Runway Extension is brought into use

14. The remit of the Airport Company Travel Plan Co-ordinator shall be to:

- (a) engage with on site employers to seek to promote the increased use of public transport by individuals employed on the Airport Site
- (b) to support the Employers Transport Forum

- (c) to collate and distribute information on public transport car sharing cycling walking and other options for sustainable travel based on best practice
 - (d) to liaise with the National Exhibition Centre on Travel Plan issues
15. The Employers Transport Forum shall be a body comprised of representatives from employers operating on the Airport Site the Airport Company the Airport Company Travel Plan Co-ordinator and the Council together with a representative of the National Exhibition Centre
16. The remit of the Employers Transport Forum shall be to co-ordinate activities by employers on the Airport Site to promote the increased use of public transport car sharing cycling and walking with their individual employees and to use all reasonable endeavours to increase the Public Transport Modal Share for employees
17. The Travel Plan Monitoring Group shall meet quarterly and shall be a body comprised of representatives from the Airport Company the Council, Birmingham City Council Centro a representative from the Employers Transport Forum the Highways Agency the National Exhibition Centre and such other bodies as may be identified by the Travel Plan Monitoring Group
18. The remit of the Travel Plan Monitoring Group shall be:
- (a) to help the Airport Company to achieve its Public Transport Modal Share targets and sustainable transport objectives
 - (b) to consider, challenge, recommend, endorse and promote as appropriate specific measures to support the achievement of the Public Transport Modal Share targets set out at paragraph 1 above
 - (c) to advise and make recommendations in respect of how the revenue generated by the Car Park Levy should be allocated
 - (d) to monitor progress made in relation to the Public Transport Modal Share targets set out at paragraph 1 above
 - (e) to monitor the role of the Airport Company Travel Plan Co-ordinator and to consider the funding of any initiatives identified by the Airport Company Travel Plan Co-ordinator that it considers viable
 - (f) to monitor the role of the Employers Transport Forum and to consider the funding of any initiatives identified by the Employers Transport Forum that it considers viable

- (g) to monitor and comment on the public transport initiatives and infrastructure projects market promotion activities and service revenue support and subsidy projects proposed to contribute to the achievement of the Public Transport Modal Share targets set out in paragraph 1 above
 - (h) to report annually to the Council upon its findings in relation to items (a) - (g) above
19. The Airport Company shall maintain existing Airport Surface Access Strategy policies to improve and promote public transport to include but not be limited to the following:
- (a) review of static and dynamic information systems reviewing these with Solihull Metropolitan Borough Council and Centro to ensure best practice as compared to other Airports
 - (b) liaise with bus, coach and rail operators and Centro within and outside the Airport Transport Forum sub group to achieve improvement for the quality and quantity of public transport to the Airport
 - (c) review the landside road infrastructure for pedestrian and cycle movements to achieve improvements in the level of provision
20. The Airport Company shall provide future passenger and visitor car parking at a rate less than the proportional increase in passenger throughput so as to achieve a reduction in the ratio of passenger car parking provision to total annual throughput
21. The Airport Company shall provide future staff car parking at a rate less than the proportional increase in employment so as to achieve a reduction in the ratio of staff car parking provision to number of staff employed
22. The Airport Company shall from the date the Runway Extension is brought into use establish a Car Park Levy
23. The Car Park Levy shall be calculated at the end of each year following the date the obligation at paragraph 22 above shall come into effect and any element of the Car Park Levy that remains unspent at the time of calculation of the subsequent year Car Park Levy shall be added to such sum and carried forward
24. The Car Park Levy shall be allocated by and used by the Airport Company having considered the advice of the Travel Plan Monitoring Group to fund public transport initiatives and infrastructure projects undertake market promotion activities and offer service revenue support and subsidy for projects demonstrably related to and contributing towards the increase in the Public Transport Modal Share targets set out in paragraph 1 and removing the

transport barriers faced by residents of North Solihull which may hinder employment opportunities at the Airport set out in paragraph 3 and for no other purpose

25. The Airport Company in consultation with the Travel Plan Monitoring Group shall each year monitor and review the Car Park Levy in relation to the achievement of the Public Transport Modal Share targets set out at paragraph 1 above
26. The Airport Company shall report annually to the Council on the Car Park Levy
27. The Airport Company shall meet regularly with the National Exhibition Centre the Council and other bodies as may be considered appropriate to consider local traffic management issues and work with the National Exhibition Centre the Council and other bodies as may be appropriate to consider the development of long term surface access for the Airport and the National Exhibition Centre

SCHEDULE 4

(Noise Control)

1. The Airport Company shall maintain and publicise as appropriate the Sound Insulation Scheme
2. The Airport Company shall not make any reduction in the area benefiting from the Sound Insulation Scheme and shall investigate the feasibility of modifying the Sound Insulation Scheme in terms of sleep disturbance at night and report the findings to the Council
3. The Airport Company shall make available an annual budget of £200,000 in relation to the Sound Insulation Scheme such budget to be used for the purposes of insulating eligible residential properties
4. The Airport Company shall maintain the Schools Environmental Improvement Programme subject to a minimum allocation in any 12 months period of £50,000 and report to the Council on which schools have benefited from the Schools Environmental Scheme
5. The Airport Company shall keep in working order calibrate and maintain the use of the Noise and Track Keeping System at the specified locations (or such other locations as may be agreed) so as to be capable of measurement in accordance with established methodologies capable of independent assessment according to recognised standards
6. The Airport Company shall in consultation with the Council keep under review the use of the Noise and Track Keeping System to ensure that it represents the best practicable method available to obtain proper and accurate measurements of noise from Air Transport Movements and where in its discretion it considers it appropriate to use portable noise monitoring equipment
7. The Airport Company shall provide the Council with data (in a form to be agreed between the Airport Company and the Council) arising from the use of the Noise and Track Keeping System on no less than a quarterly basis
8. The Airport Company shall allow the Council or his nominee at all reasonable times in accordance with safety and security requirements prevailing at the Airport from time to time to have the right to inspect without notice the Noise and Track Keeping System and such data in the possession of or under the control of the Airport Company as relates to the monitoring of noise
9. The Airport Company shall to the extent permitted by law keep a record of all complaints relating to noise and track keeping including the Airport Company's

response to such complaints and shall provide written details thereof to the Council on an annual basis

10. The Airport Company shall make provision for a day violation level and charges scheme which provides for a noise violation level to occur when a noise level on departure of 90 dB(A) LA_{max} is exceeded at the noise monitoring terminals 1 and 2 positioned at 6.5 kilometres from the start of roll during the Daytime Period
11. The Airport Company agrees to maintain and enforce a standing instruction in relation to conditions for the ground running of aircraft engines such instruction to be an Airport Operational Instruction and not make any alterations to the Airport Operational instruction unless or until a new or amended instruction shall have been agreed with the Council
12. The Airport Company shall collect data in respect of the ground running of aircraft engines and shall provide the Council with data (in a form to be agreed between the Airport Company and the Council) on no less than a quarterly basis
13. The Airport Company shall within 6 months of giving Notice of Intention to Implement commence a feasibility study into the provision of an Engine Ground Running Facility and submit the feasibility study to the Council

SCHEDULE 5

(Night Flying)

1. The Airport Company agrees to have and maintain a Night Flying Policy which restricts the use of the Airport by aircraft taking off or landing during the Night Period and the Night Shoulder Period
2. The Airport Company agrees to operate the Airport during the Night Period and the Night Shoulder Period only in accordance with the Night Flying Policy subject as varied by the terms of this schedule
3. The Airport Company shall review the Night Flying Policy in consultation with the Council and the Airport Consultative Committee prior to 25 October 2009 (and each three year anniversary thereafter unless the Airport Company and the Council shall agree otherwise) always to include a review of the Quota and the Annual Limit with the intention of achieving as soon as practicable after the opening of the Runway Extension a phased reduction of the Annual Limit to 4% or lower on a programme to be agreed with the Council to the intent that the obligations on the part of the Airport Company in this schedule shall be satisfied
4. The Airport Company agrees that the Night Flying Policy shall make provision for:-
 - (a) the application of a Quota
 - (b) all Air Transport Movements to be subject to a Quota Count with the exception of Exempt Movements and aircraft which perform below 74 dB(A) LA_{max} as measured by the Noise and Track Keeping System at the noise monitoring terminal locations 1 2 3 4 and 6 coloured as a heavy black circle on attached drawing marked Plan 15
 - (c) the application of the Annual Limit
 - (d) a night violation level and charges scheme which provides for a noise violation to occur when a noise level on departure of 85 dB(A) LA_{max} is exceeded at the noise monitoring terminals 1 and 2 positioned at 6.5 kilometres from the start of roll during the Night Period
5. The Airport Company shall not schedule the use of the Airport for taking off or landing of Air Transport Movements so as to exceed the Annual Limit or Quota applicable for the relevant period
6. The Airport Company shall provide the Council with a quarterly report incorporating details of noise events in excess of the amount at which a violation of the Night Flying Policy occurs such report to contain:-

- (a) The time of the violation
 - (b) The noise level recorded by the Noise and Track Keeping System
 - (c) The noise monitoring terminal recording such violation
 - (d) The flight number of the aircraft
 - (e) Details of the type of aircraft
 - (f) Details of action taken by the Airport Company
7. The Airport Company undertakes not to schedule the take off or landing of any aircraft in the Night Period with a Quota Count of 4 or more
8. The Airport Company agrees to maintain and (as appropriate) enforce as part of the Night Flying Policy a system of financial incentives and/or penalties or operating restrictions for aircraft in breach of the night noise violation level specified in the Night Flying Policy such system and the amount of the incentives and/or penalties or the nature of any operating restrictions to be set at the discretion of the Airport Company at such level which in its reasonable opinion and having regard to restrictions operating at other UK airports is generally intended to deter aircraft operators from exceeding the noise violation level

SCHEDULE 6

(Wake Vortex)

1. The Airport Company shall maintain a Wake Vortex Protection Scheme
2. The Airport Company shall make available an annual budget of £100,000 in relation to the Wake Vortex Protection Scheme such budget to be used for the purposes of protecting eligible residential properties from aircraft wake vortices



SCHEDULE 7

(Air Quality)

1. The Airport Company shall maintain the Diffusion Tube Monitoring Facilities and the Ambient Air Quality Monitoring Station in working order and shall not undertake any changes to their location unless such changes have been submitted to and agreed with the Council
2. The Airport Company shall in consultation with the Council keep under review the use of the Diffusion Tube Monitoring Facilities and the Ambient Air Quality Monitoring Station to ensure that they represent in the Airport Company's view the best practicable method available to obtain proper and accurate measurements of the Emissions
3. The Airport Company shall keep in working order calibrate and maintain the use of the Ambient Air Quality Monitoring Station so as to be capable of measurement in accordance with established methodologies capable of independent assessment according to recognised standards
4. The Airport Company shall collect data in respect of the Emissions together with information in relation to any deviation from the calibration and maintenance programme and shall make all such data available to the Council by means of a report thereon in such a form as the Council shall from time to time reasonably require not less than once per year provided that the Council shall at any reasonable time have the right to inspect monitoring information in the possession of or under the control of the Airport Company
5. The Airport Company shall allow the Director or his nominee to inspect the Diffusion Tube Monitoring Facilities and the Ambient Air Quality Monitoring Station at all reasonable times without notice provided that such inspection can be conducted in accordance with safety and security requirements prevailing at the Airport from time to time the extent permitted by law
6. The Airport Company shall keep a record of all complaints relating to air quality including the Airport Company's response to such complaints and shall provide written details thereof to the Council on an annual basis
7. The Airport Company shall submit all data from the Ambient Air Quality Monitoring Station and the Diffusion Tube Monitoring Facilities to an appropriate independent expert body for analysis
8. To investigate the feasibility of undertaking an Odour Study on terms of reference to be agreed between the Airport Company and the Council and act upon the findings where reasonably practicable



SCHEDULE 8

(Air Traffic)

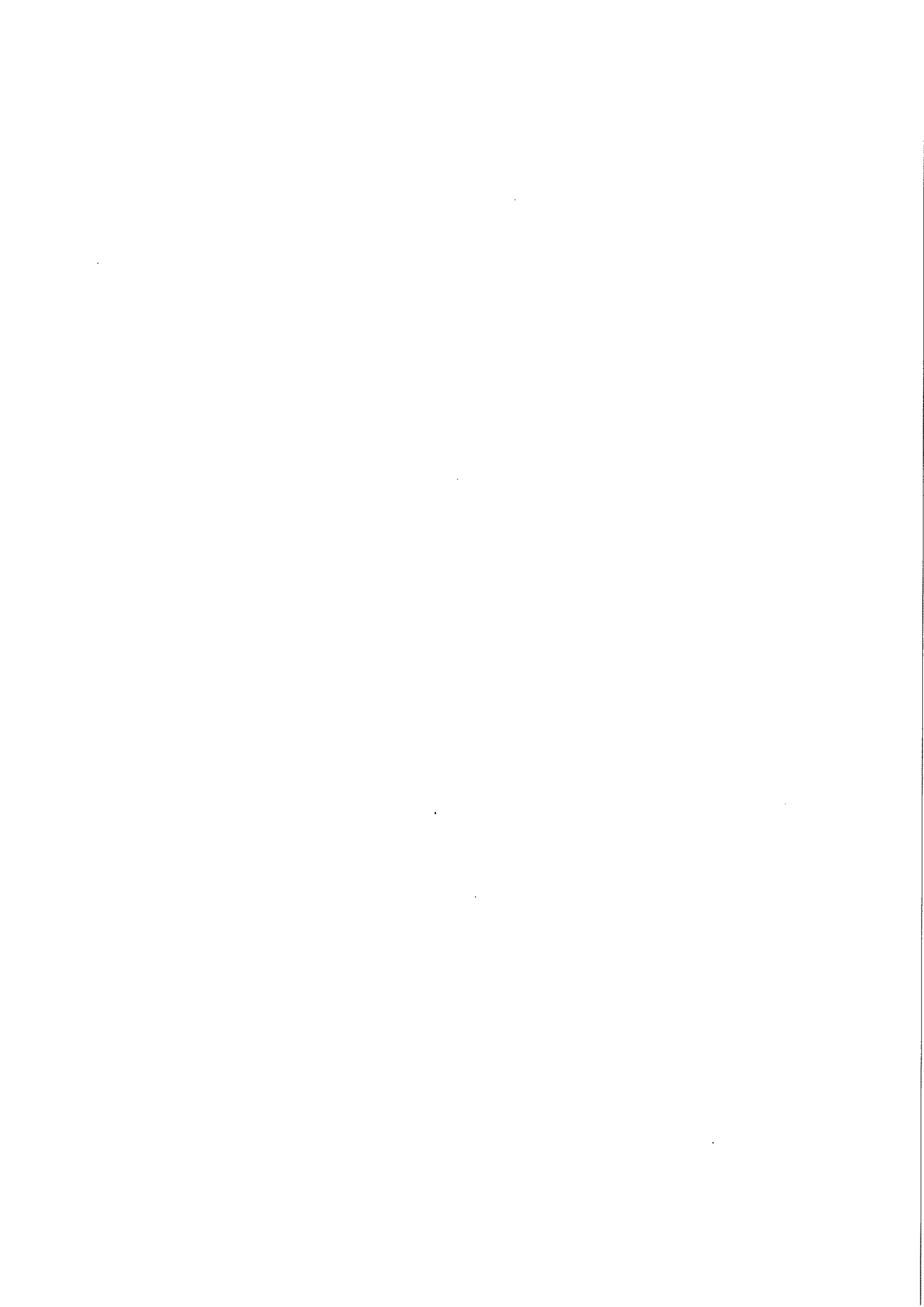
1. The Airport Company shall (subject to the approval of the Civil Aviation Authority) implement any appropriate changes to its airspace as soon as practicable following the completion of the CAP 725 process
2. The Airport Company shall effectively and accurately monitor the performance of departing aircraft flying Noise Preferential Routes and publish at least quarterly details of such performance through the Airport Consultative Committee
3. The Airport Company shall seek to achieve and thereafter maintain an annual Track Keeping Target of 97% for departures
4. The Airport Company shall use all reasonable endeavours to have in place prior to the bringing into use of the Runway Extension (or such later time as may be agreed between the Airport Company and the Council) a Continuous Descent Approach Policy in respect of aircraft arrivals for the Airport or such approach as may be promulgated by the Civil Aviation Authority or any subsequent authority replacing it



SCHEDULE 9

(Community Benefits)

1. The Airport Company shall continue to support the Community Trust Fund in accordance with the provisions of this schedule
2. Upon giving Notice of Intention to Implement the Airport Company shall make available for the purposes of the Community Trust Fund the annual sum of £75,000 Index Linked together with all income from surcharges arising from any violations of the Night Flying Policy and day violation level
3. Any monies retained in the Community Trust Fund at the end of each annual financial period shall be carried over to the following year
4. Day to day administration of the Community Trust Fund and availability of appropriately qualified persons to administer it shall be undertaken by the Airport Company at its sole expense such costs of administration to be in addition to the annual sum referred to in paragraph 2 above



SCHEDULE 10

(Historic Environment/Ecology/Landscape)

1. The Airport Company shall three months prior to the Commencement Date prepare and submit to the Council for agreement a Historic Environment Ecology and Landscape Management Plan to mitigate the effect of the Development as identified in the Environmental Statement submitted with the Planning Application
2. The Airport Company shall
 - (i) except for any ongoing maintenance work carry out and complete the works specified in the Historic Environment Ecology and Landscape Management Plan prior to the date the Runway Extension is brought into use
 - (ii) carry out any ongoing works required under the Historic Environment Ecology and Landscape Management Plan in accordance with the timescales or other requirements in the Historic Environment Ecology and Landscape Management Plan
 - (iii) not vary the works in the Historic Environment Ecology and Landscape Management Plan without the agreement of the Council such agreement not to be unreasonably withheld or delayed
3. The Airport Company shall within 3 months of giving Notice of Intention to Implement establish a Historic Environment Ecology and Landscape Steering Group to advise upon the preparation of the Historic Environment Ecology and Landscape Management Plan in accordance within the provisions of this Schedule. Final agreement of the Historic Environment Ecology and Landscape Management Plan shall be between the Airport Company and the Council
4. The remit of the Historic Environment Ecology and Landscape Steering Group shall be
 - (i) to ensure a detailed package of mitigation and compensation measures evolves and such measures will be designed to compensate for the effects arising from the Runway Extension on the historic environment resource ecological resource and the landscape and visual resource to include projects relating to barn owls hedgerows and lowland grassland specifically MG4

- (ii) to offer comment upon the draft Historic Environment Ecology and Landscape Management Plan prior to the date the Runway Extension is brought into use
 - (iii) to guide the implementation of the Historic Environment Ecology and Landscape Management Plan
 - (iv) to monitor the operation of the Historic Environment Ecology and Landscape Management Plan
 - (v) to review if necessary the content and/or operation of the Historic Environment Ecology and Landscape Management Plan
5. The Historic Environment Ecology and Landscape Steering Group shall be constituted on the basis of a minimum of four members who shall be appointed in consultation with the Council but shall include the Airport Company, the Council, Natural England and the Warwickshire Wildlife Trust
6. In respect of historic environment the Historic Environment Ecology and Landscape Management Plan shall include
- (i) provisions for the conservation of the Bickenhill Conservation Area and its historic environment and setting
7. In respect of landscaping the Historic Environment Ecology and Landscape Management Plan shall include
- (a) a defined plan allowing for annual monitoring with a review every five years commencing after the completion of the first three years following Installation making good defects and maintenance
 - (b) a statement concerning the method by which access to conduct management works to the items identified in this schedule will be obtained including method statements and details of phasing access to water for watering and the location of any areas for onsite composting and materials storage
 - (c) a statement outlining the method for sustainable implementation of the Historic Environment Ecology and Landscape Management Plan including methodology for the use of grey water
 - (d) details of the proposals for the management and the maintenance of the works for the maintenance period referred to in this Schedule
 - (e) details regarding the appointment of suitably qualified clerk(s) of works to monitor and where appropriate supervise works as identified within the Historic Environment Ecology and Landscape Management Plan

- (f) details of all new hedgerows to be planted together with their location including off site planting in the Bickenhill Conservation Area outside the Obstacle Treatment Area unit size at time of planting species to be included spacing between the plants methods of protection and the proposed management regime including making good defects and maintenance
- (g) details of all gaps in the existing hedgerows that are proposed to be in-filled including the location and extent of those works the species of plants to be included the unit size at time of planting the spacing proposed between the plants and the method of protection and the proposed management regime including making good defects and maintenance
- (h) details of the proposed management regime for existing hedgerows including timing of the works the number of cuts the method of cutting details of the specific measures to be taken to control hedgerow heights and the location and extent of those works
- (i) the location and extent of areas proposed for replacement tree planting including off site planting in the Bickenhill area outside the Obstacle Treatment Area together with details of the species to be planted specification of planting unit size at time of planting the spacing between the plants and the proposed management regime for those areas including making good defects and maintenance
- (j) details of the proposed treatment and height management regime for all existing trees under the Airport Company's management in addition to those owned by third parties falling within the Obstacle Limitation Surfaces area including identification of trees for development into veterans periodic monitoring and spot checks
- (k) where trees cannot be retained using height management replacement planting shall be undertaken where practicable subject to details listed in Appendix O of the Environmental Statement with species of a more suitable size including details of the species to be planted specification for planting unit size at time of planting the spacing between the plants and the proposed management regime for those areas including making good defects and maintenance
- (l) the Airport Company should use reasonable endeavours to enter into agreement with the Civil Aviation Authority to retain tree tagged 5007 (in appendix O of the Environmental Statement) with minimal intervention

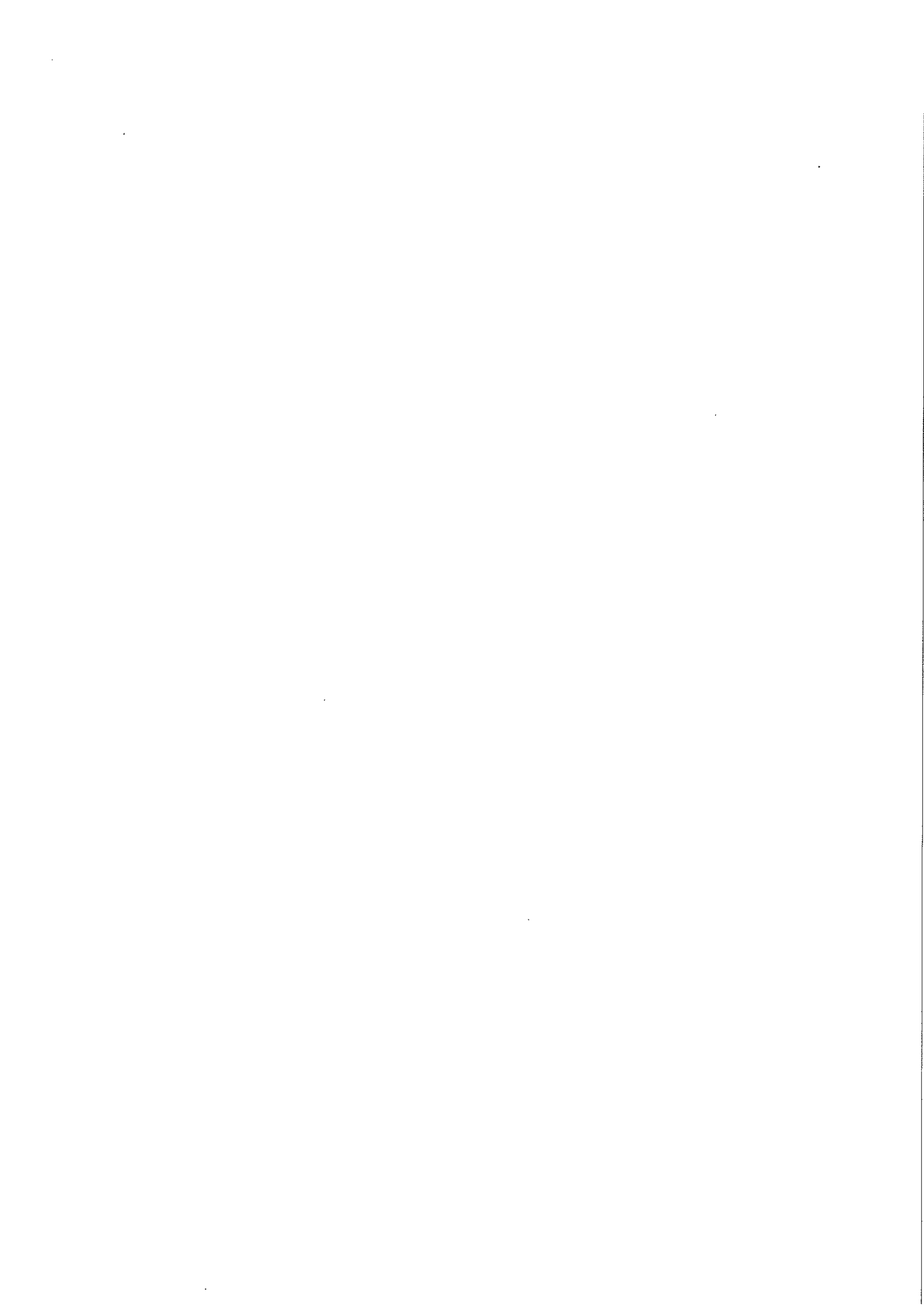
8. In respect of ecology the Historic Environment Ecology and Landscape Management Plan shall include

- (a) details of the management plan for the Castle Hills Farm Site of Importance for Nature Conservation to be based on a detailed site survey in accordance with the Council's adopted Site of Importance for Nature Conservation review criteria and to contain a timetable for implementation of the management plan
- (b) details of the 4.2 hectares of MG4 Grassland creation scheme these details should include the purpose and the aims and objectives of the scheme a review of the sites ecological potential and any constraints selection of appropriate strategies for creating target habitats selection of appropriate techniques and practises for establishing vegetation sources of habitat materials including plant stock a method statement for site preparation and establishment of target features extent and location of proposed works aftercare and long-term management including grazing of the grasslands by livestock any cutting and removal of cuttings the personnel responsible for the work timing of the works monitoring and disposal of wastes arising from the works
- (c) details of the 41 hectares of MG5 Grassland creation scheme these details should include the purpose and the aims and objectives of the scheme a review of sites ecological potential and any constraints selection of appropriate strategies for creating target habitats selection of appropriate techniques and practises for establishing vegetation sources of habitat materials including plant stock a method statement for site preparation and establishment of target features extent and location of proposed works aftercare and long-term management including grazing of the grasslands by livestock any cutting and removal of cuttings the personnel responsible for the work timing of the works monitoring and disposal of wastes arising from the works
- (d) details of existing areas to be cleared of scrub including the timing and extent of the works and details of new scrub to be created including the design species to be included in them and the proposed management regime
- (e) details of the proposed management plan for the realigned watercourses and ditches to facilitate the creation of berms riffles pools minor undercut banks and slip-off slopes details of the planting scheme and provision for enhancement including any details of any seasonal wildlife constraints that may affect those works
- (f) details of the proposed management plan regarding invasive species with particular reference to Japanese knotweed to minimise the risk of spreading and control on site

- (g) details of the proposed mitigation plan for white-clawed crayfish that is sufficient to obtain a Natural England Licence including details of the proposed receptor site and translocation strategy to both protect and enhance the site for white-clawed crayfish in line with PPS9 Biodiversity and Geological Conservation and the Warwickshire Coventry and Solihull Local Biodiversity Action Plan
- (h) details of bat surveys to be undertaken where the survey shall be carried out at the appropriate time of year using appropriate methods to determine if any trees to be felled or reduced as part of the scheme are used as roost sites for bats and if any tree is used as a roost appropriate mitigation that is sufficient to obtain a Natural England Licence should be detailed
- (i) details of a specific strategy for the protection and enhancement of bat foraging areas and roosts in accordance with PPS9 Biodiversity and Geological Conservation
- (j) details of the proposed badger mitigation and management plan that is sufficient to obtain a Natural England Licence
- (k) details of the proposed mitigation for
 - (i) loss of Barn Owl roost
 - (ii) loss of breeding habitat for the Warwickshire Coventry and Solihull Local Biodiversity Action Plan bird species until hedgerows and landscapes mature
 - (iii) loss of Important hedgerows as defined by the Hedgerow Regulations 1997 of local cultural heritage significance through the removal of historic hedgerows defined as Saxon Medieval manorial boundaries in the Environmental Statement

9. The Airport Company shall use reasonable endeavours to replant the Trees

10. In relation to the obligation at paragraph 9 where the Trees have been removed from third party land the Airport Company shall use reasonable endeavours to enter into agreement with those third parties to replant suitable Trees on the same land



SCHEDULE 11

(Health)

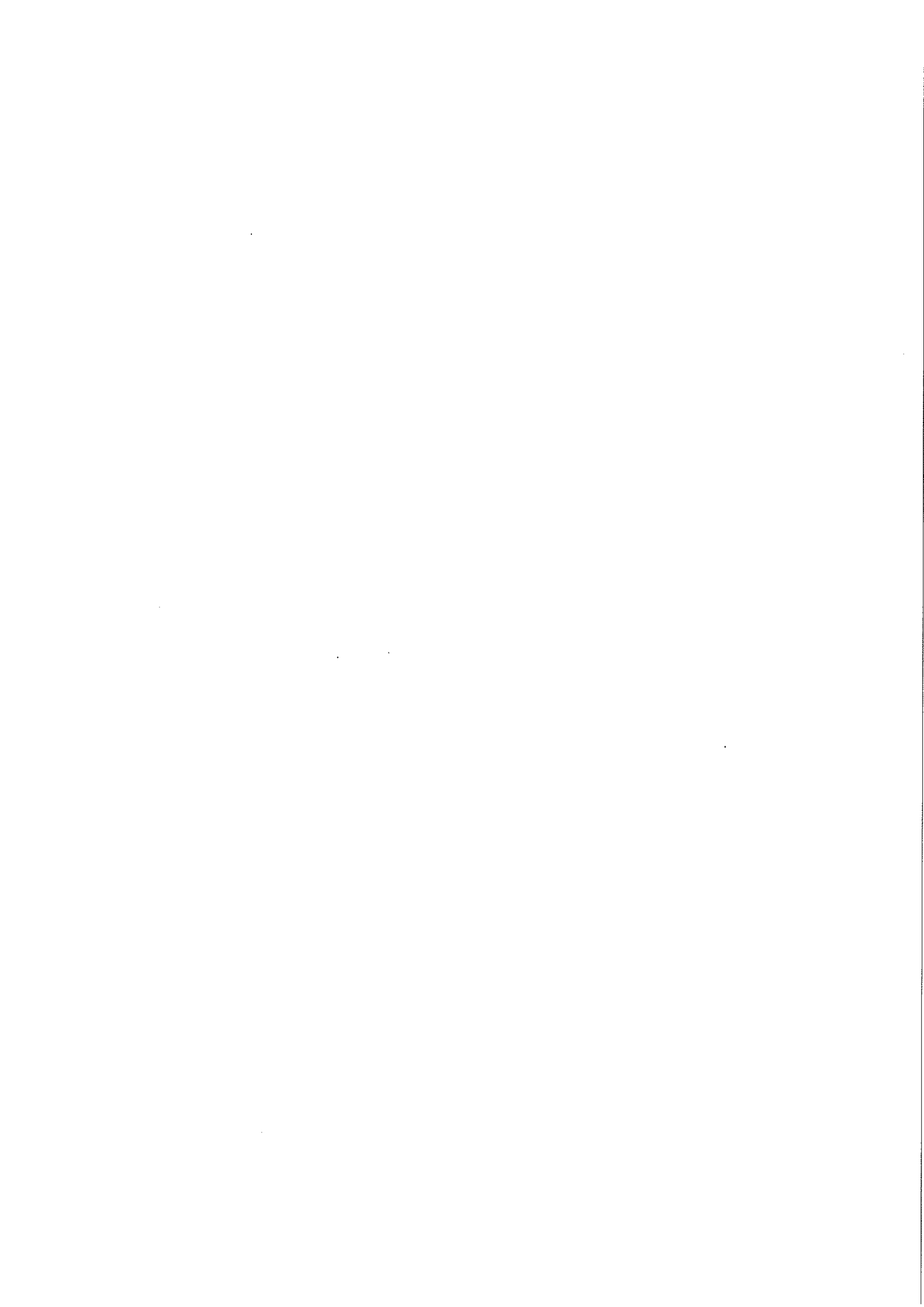
1. The Airport Company shall within 12 months of giving Notice of Intention to Implement prepare a Health Management Plan
2. The Airport Company shall within 12 months of giving Notice of Intention to Implement establish a Health Forum in accordance with the provisions of this Schedule
3. The remit of the Health Forum shall be to bring together health professionals to discuss specific health issues arising from the Airport and its use and to guide health conscious decision making within the Airport Company
4. The Health Forum shall be constituted on the basis of a minimum of 6 members who shall include the Airport Company, the Council, the relevant health authority covering Solihull, Birmingham City Council and the Airport Consultative Committee



SCHEDULE 12

(Business Tourism)

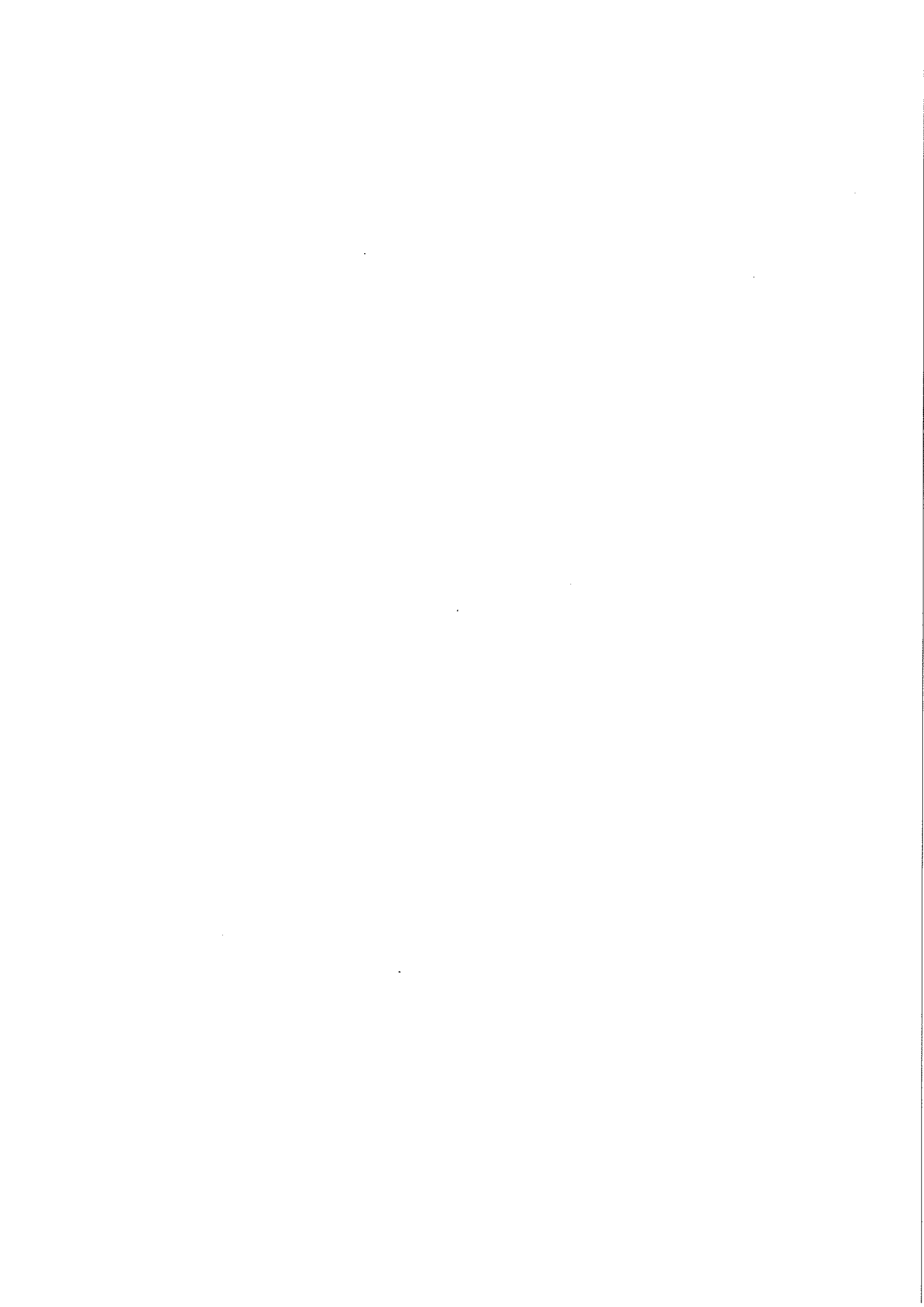
1. The Airport Company shall continue and maintain its support for business tourism in Solihull
2. The Airport Company shall assist the Council in preparing a business tourism Strategy for Solihull and support the Council in its implementation
3. The business tourism Strategy pursuant to paragraph 2 above shall include measures intended to market Solihull as a business tourism destination and may include:
 - (i) a Solihull tourism forum to be established by the Council which meets as directed by the Council and includes representatives of the Airport Company, the Council, Advantage West Midlands, the NEC, Solihull Chamber of Commerce and Industry and such other bodies as may be identified by the Solihull tourism forum
 - (ii) appropriate sector research
 - (iii) development of a dedicated destination website and associated materials
 - (iv) development and promotion of visitor packages



SCHEDULE 13

(Corporate Social Responsibility)

1. The Airport Company shall continue and maintain its support to Corporate Social Responsibility in Solihull
2. The Airport Company shall
 - (i) maintain and keep under review a strategy for its programme of Corporate Social Responsibility such strategy to recognise the importance of engagement across Solihull
 - (ii) engage with the Council to further develop the Council's Corporate Social Responsibility agenda helping to promote Corporate Social Responsibility across Solihull and helping to link business to organisations looking for support
3. The Airport Company shall report annually on its Corporate Social Responsibility programmes and commitments
4. The Airport Company shall so far as is allowed by law use reasonable endeavours to procure local contractors, sub contractors and services
5. The Airport Company shall so far as is allowed by law use reasonable endeavours to procure local employees, services and sub-contractors for the purpose of carrying out the construction of the Runway Extension



SCHEDULE 14

(Employment)

1. The Airport Company shall within 12 months of giving Notice of Intention to Implement prepare and submit to the Council for agreement a Site Employment and Training Strategy for the Airport such strategy to recognise the importance of the Airport as a major employment site in Solihull and the West Midlands and unemployment and worklessness in Solihull Birmingham and the West Midlands and keep the Site Employment and Training Strategy under review every three years thereafter with the reviews to be submitted to the Council for agreement
2. The Airport Company will work with the Council and other parties including the Learning and Skills Council Solihull College Solihull Learning Skills and Employment Group Job Centre Plus and other employers at the Airport in preparing maintaining developing and implementing the Site Employment and Training Strategy for the Airport
3. The Site Employment and Training Strategy to be agreed with the Council shall
 - (i) be an equal opportunities based strategy
 - (ii) align with national regional sub-regional and local policy issues and delivery plans in terms of employment skills and training
 - (iii) respond to issues of unemployment and worklessness in Solihull Birmingham and the West Midlands with a particular focus on the East Birmingham and North Solihull Regeneration Zone
 - (iv) respond to issues of the disadvantaged in the labour market in Solihull Birmingham and the West Midlands with a particular focus on the East Birmingham and North Solihull Regeneration Zone
 - (v) respond to the training needs of Airport Company employees and encourage such schemes across the Airport
 - (vi) consider progression routes for and to higher level employment for the Airport Company and encourage such schemes across the Airport
 - (vii) maintain the Airport Company's existing commitment to Job Centre Plus and Job Junction regarding the coordination of employment vacancies and candidate referencing and training

(viii) include action delivery plans and set appropriate targets for employment and training to include the East Birmingham and North Solihull Regeneration Zone

4. The Airport Company will work with the Council Solihull Learning Skills and Employment Group East Birmingham and North Solihull Regeneration Zone the Bickenhill and Elmdon Business Forum the North Solihull Business Forum the NEC and other major employers in Solihull Birmingham and the West Midlands and in so far as is allowed by law use reasonable endeavours to enable appropriate employment training and opportunities for progression at the Airport for residents of Solihull Birmingham and the West Midlands with a particular focus on the residents of the East Birmingham and North Solihull Regeneration Zone with a view to reducing unemployment and worklessness
5. The Airport Company shall maintain and promote a programme of on-site training provide apprenticeship graduate student placement and work experience schemes as may be reasonably practicable and encourage such schemes across the Airport and in so far as is allowed by law use reasonable endeavours to enable that such apprenticeship graduate student placement and work experience schemes and opportunities are for residents of Solihull Birmingham and the West Midlands
6. The Airport Company shall report annually to the Council on its employment and training commitments action plans and targets
7. Upon giving Notice of Intention to Implement the Airport Company shall pay to the Council eight annual payments of £10,000 to be paid as to the first payment on the commencement of construction of the Runway Extension and for each successive payment on each anniversary of the commencement of construction of the Runway Extension to contribute to the development and delivery of employment initiatives by the Council to enable residents and in particular residents in the East Birmingham and North Solihull Regeneration Zone to take advantage of employment opportunities at the Airport with the Council to report annually to the Airport Company on how the Council has spent the payments

SCHEDULE 15

(Monitoring)

1. Upon giving Notice of Intention to Implement the Airport Company shall pay to the Council annual payments of £60,000 Index Linked to be paid as to the first payment on the commencement of construction of the Runway Extension and for each successive payment on each anniversary of the commencement of construction of the Runway Extension to monitor the performance of the obligations imposed upon the Airport Company herein and in producing an annual report



SCHEDULE 16

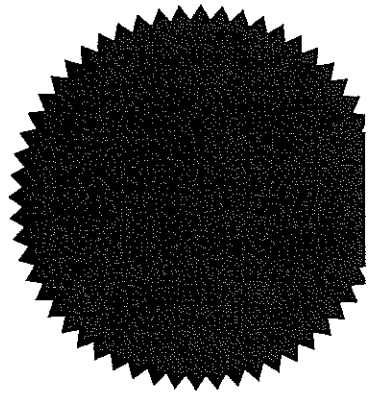
(Carbon Management)

1. The Airport Company shall within 12 months of giving Notice of Intention to Implement prepare and submit to the Council for agreement a Carbon Management Plan
2. The Airport Company shall keep the Carbon Management Plan under review every three years thereafter with the review to be submitted to the Council for agreement
3. The Carbon Management Plan shall identify appropriate proportionate and reasonable initiatives to off-set the increase in carbon dioxide emissions from Airport Activities
4. The Carbon Management Plan shall include a programme and timetable for the introduction of the initiatives to off-set the increase in carbon dioxide emissions from Airport Activities to be agreed with the Council and shall be reviewed every five years
5. From the date the Runway Extension is brought into use and until twenty years thereafter the Airport Company shall make available an annual budget of £10,000 Index Linked such budget to be used for the purposes of tree planting and woodland creation schemes in either Birmingham and Solihull to be agreed with the Council and be based upon the Carbon Management Plan to off-set carbon dioxide emissions the Solihull Unitary Development Plan Policy ENV14/4 the Council's Woodland Strategy and the Warwickshire Landscape Guidelines Arden and with the intention of achieving where practicable and with the assistance of the Council Parish Councils and landowners up to 50 hectares of woodland or through sponsorship to support the continuing development of the National Forest
6. The Airport Company shall report annually to the Council on its Carbon Management Plan initiatives



EXECUTED as a deed by affixing
the common seal of
**BIRMINGHAM INTERNATIONAL
AIRPORT LIMITED**
in the presence of:

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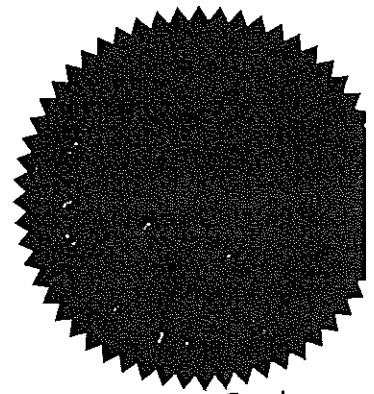


*Director / Authorised
Signatory*

Director / Secretary

EXECUTED AS A DEED when the seal of
**THE METROPOLITAN BOROUGH OF
SOLIHULL** was affixed in
the presence of:

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)
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DIRECTOR

**Head of Corporate Governance (Solicitor
to the Council and Monitoring Officer)**

9/6/09

