

DATED THIS 22 DAY OF January 1997

BELFAST CITY AIRPORT LIMITED (1)

SHORT BROTHERS PLC (2)

- and -

THE DEPARTMENT OF THE ENVIRONMENT
FOR NORTHERN IRELAND (3)

A G R E E M E N T

C & H Jefferson
Solicitors
8/9 Donegall Square North
Belfast BT1 5GN

THE PLANNING (NORTHERN IRELAND) ORDER 1991

ARTICLE 40

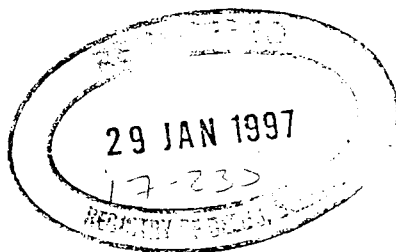
AGREEMENT

THIS DEED is made the *22* day of *JANUARY* 1997 BETWEEN (1) **BELFAST CITY AIRPORT LIMITED** having its registered office at Airport Road, Belfast BT3 9DZ ("the Company") (2) **SHORT BROTHERS PLC** having its registered office at Airport Road, aforesaid ("Shorts") and (3) **THE DEPARTMENT OF THE ENVIRONMENT FOR NORTHERN IRELAND** of Clarence Court, Adelaide Street, Belfast ("the Department")

RECITALS

- (1) Shorts is the owner of a leasehold estate in the Aerodrome of which not less than 115 years of the term thereof remain unexpired
- (2) The Company is a wholly owned subsidiary of Shorts and occupies the Aerodrome as licensee of Shorts
- (3) The Department is the planning authority by which the covenants contained in this Deed are enforceable
- (4) The Company has by the Planning Application hereinafter defined applied to the Department for permission to develop the Premises
- (5) The Department has decided to grant planning permission in accordance with the Planning Application subject to the making of this Agreement without which planning permission would not have been granted

NOW THIS DEED made in pursuance of Article 40 of The Planning (Northern Ireland) Order 1991 (hereinafter called "the Planning Order") WITNESSES AND IT IS HEREBY AGREED as follows:-



17. 235

1. Definitions and Interpretation

In this Deed:

- 1.1 "the Aerodrome" means Belfast City Airport, Sydenham By-Pass, Belfast formerly Belfast Harbour Aerodrome shown edged red on the Aerodrome Plan
- 1.2 "the Aerodrome Plan" means the 1/10,000 Plan date stamped 15th January 1997 annexed hereto
- 1.3 "the Drawings" mean the drawings and plans more particularly described in the Second Schedule submitted to the Department with the Planning Application
- 1.4 "the Development" means the development of the Premises in the manner and for the uses set forth in the Planning Application and in the Drawings
- 1.5 "the 1994 Agreement" means the Planning Agreement dated 1st April 1994 between the Company (1) Shorts (2) and the Department (3)
- 1.6 "the Original Planning Permission" means the planning permission for the development of the Premises granted under application number Z/93/0612
- 1.7 "the Premises" means the premises described in the First Schedule
- 1.8 "the Premises Plan" means the drawing No. 01 date stamped 5th July, 1996 annexed hereto
- 1.9 "the Planning Application" means the application for planning permission dated 5/7/96 to the Department by Shorts as agents for the Company under reference number Z/96/0550
- 1.10 "the Planning Permission" means planning permission granted by the Department pursuant to the Planning Application
- 1.11 "the Planning Covenants" mean the covenants specified in the Third Schedule
- 1.12 "the Restrictions" mean the restrictions set forth in Part II of the Third Schedule

- 1.13 "the Obligations" mean the obligations set forth in Part III of the Third Schedule
- 1.14 "the Company", "Shorts" and "the Department" shall include their successors in title and assigns
- 1.15 "person" means a natural person or any corporation or any public local or municipal authority or government department in the United Kingdom or elsewhere or other entity which is given or recognised as having legal personality by the law of any country or territory
- 1.16 Words importing the singular shall be construed as importing the plural and vice versa

2. Conditions

- 2.1 The Planning Covenants shall not come into effect until the Company has begun within the meaning of Article 36 of the Planning Order the Development
- 2.2 If the Planning Permission shall expire before the Development is begun as defined above or shall at any time be revoked this Agreement shall forthwith determine and cease to have effect

3. The 1994 Agreement

- 3.1 In consideration of the Department agreeing to enter this Agreement the Company and Shorts jointly and severally covenant for themselves and so as to bind any successor in title of Shorts or the Company to the Premises not to undertake work on the Premises in reliance on the Original Planning Permission
- 3.2 It is hereby agreed by the parties hereto that the 1994 Agreement shall have no force or effect and shall not be binding on the parties

4. The Planning Covenants

- 4.1 The Planning Covenants are covenants to which Article 40 of the Planning Order applies

4.2 The Company and Shorts jointly and severally covenant with the Department to observe the Restrictions

4.3 The Company and Shorts jointly and severally covenant with the Department to perform the Obligations

5. Agreement

5.1 The Planning Covenants may be enforced by the Department

5.2 No person shall be liable for breach of a Planning Covenant after he shall have parted with all interest in the Aerodrome or the part in respect of which such breach occurs but without prejudice to liability for any subsisting breach of contract prior to the parting of such interest

5.3 Nothing in this Agreement shall prohibit or limit the right to develop any part of the Aerodrome in accordance with a planning permission (other than the one relating to the Development) granted (whether or not on appeal) after the date of this Agreement

5.4 Nothing in this Agreement shall have the effect of fettering the exercise of the powers of the Department under Articles 21 and 22 of the Airports (Northern Ireland) Order 1994

IN WITNESS whereof the parties hereto have executed this Agreement the day and year first above written

FIRST SCHEDULE

The Premises

Premises situate at Sydenham By-Pass, Belfast BT3 9JH more particularly described on the Premises Plan and thereon edged red

SECOND SCHEDULE

The Drawings

The drawings and plans submitted with the Planning Application

<u>Drawing No.</u>	<u>Scale</u>	<u>Description</u>
ø1	1/5000	Site Location
ø3 (96/38/11)	1/200	Proposed Elevations
ø4 (96/38/05)	1/200	Proposed Plans
ø5 (96/38/10)	1/100	Sections

THIRD SCHEDULE

Planning Covenants

PART I

DEFINITIONS and interpretation

In this Schedule:

1. "Permitted Hours" means between the hours of 6.30 a.m. and 9.30 p.m. local time
2. "Prohibited Hours" means between the hours of 9.30 p.m. and 6.30 a.m. local time
3. "Extended Hours" means between the hours of 9.30 p.m. and 11.59 p.m. local time
4. "Diverted Aircraft" mean aircraft diverted to the Aerodrome for any reason whatsoever from any airport
5. "Air transport movements" mean landings or take-offs of aircraft (except Diverted Aircraft) engaged on the transport of passengers, cargo or mail on commercial terms. Except for Diverted Aircraft all scheduled movements, including those operated empty, loaded charter and air taxi movements are included
6. "Scheduled Flight" means Air transport movements programmed to use the Aerodrome
7. "Scheduled Aircraft" mean aircraft on Scheduled Flights

8. "Delayed Aircraft" mean Scheduled Aircraft which have been delayed for any reason whatsoever
9. "Operator" means a person who at the relevant time has the management of one or more aircraft

PART II

The Restrictions

1. Hours

- 1.1 No Scheduled Aircraft except Delayed Aircraft shall use the Aerodrome during Prohibited Hours
- 1.2 No Delayed Aircraft shall use the Aerodrome except during Permitted Hours or Extended Hours
- 1.3 No restriction shall apply to Diverted Aircraft which may use the Aerodrome at any time

2. Aircraft Movements

Not to accept more than 45,000 Air transport movements in any period of twelve months at the Aerodrome

3. Seats

Not to permit Operators using the Aerodrome to offer for sale on Scheduled Flights more than 1,500,000 seats from the Aerodrome in any period of twelve months

PART III

Obligations

1. Hours

Only in exceptional circumstances to permit Delayed Aircraft to use the Aerodrome during the Extended Hours

2. Aircraft Types

To accept at the Aerodrome in respect of jet aircraft only Air transport movements that meet as a minimum standard of noise pollution the standards adopted by the International Civil Aviation Organisation Council designated as Annex 16 to the Convention on Civil Aviation, International Standards and Recommended Practices (Environmental Protection) (2nd Edition Chapter 3) as amended

3. Approaches

- 3.1 To maintain a bias in favour of approaches by Scheduled Aircraft over Belfast Lough using the runway identified as Number 22 as at the date of this Agreement
- 3.2 To maintain a bias in favour of climb outs by Scheduled Aircraft over Belfast Lough using the runway identified as Number 04 as at the date of this Agreement
- 3.3 To use reasonable endeavours to maximise the use by Scheduled Aircraft of approaches and climb-outs over Belfast Lough

4. In this sub-clause:-

- 4.1 "Leq" = $SEL + 10 \log N - \text{Constant}$

where N = the total number of noise events

Constant = Length of measurement period

SEL = Log Average Sound Exposure Level of the N events

"the Forum" means Belfast City Airport Forum

"year" means the period from 1st January to 31st December

- 4.2 The Company with a view to monitoring noise levels at the Aerodrome will be responsible for generating indicative noise contours on an annual basis ("the Annual Contours") using the computer model already in use and will carry out on site noise tests to check that the data used in the computer predictions are appropriate

PRESENT when the Official Seal of :
THE DEPARTMENT OF THE :
ENVIRONMENT FOR NORTHERN :
IRELAND was affixed hereto:- :

A handwritten signature in black ink, appearing to be 'J. S. O.', is written across the right side of the page, overlapping the vertical line of colons.

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