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Approved - CONDITION 28

Planning Services,
The Grange, Tower Street,
Chichester
West Sussex
Postcode
01243 777777



13th June 2007

Miss C Wheatley,
Onshore Planning and HSE Advisor,
Midmar Energy Onshore Ltd,
6 Dean Park Crescent,
Bournemouth,
Dorset.
BH1 1HL

Dear Miss Wheatley,


Re: Your reference; LDY134-028
Lidsey Oilsite, Lidsey, West Sussex.

I acknowledge your letter dated 11th May 2007 regarding Condition 28 of Planning Permission BN/31/05. Following consultations with our Highways and Transport Services, I accept the information relating to the access track.

Condition 28 requires a scheme of maintenance to be submitted to and approved in writing by the County Planning Authority. I consider that you have provided sufficient evidence to the County Planning Authority that, at this time, they have attempted to reach a more substantial agreement with the owners of the access track.

I consider that the procedures Midmar Energy will follow as detailed in the letter constitute a scheme for the maintenance of the track, albeit a basic scheme. I would welcome a more detailed agreement for track maintenance with the owners of the access track, should you be able to negotiate such an agreement.

Yours sincerely,


Nick Bainton
Planner (Compliance)
Planning Services.



MIDMAR ENERGY ONSHORE LIMITED

6 DEAN PARK CRESCENT - BOURNEMOUTH - BH1 1HL - UNITED KINGDOM
TEL +44 1202 780333 - FAX +44 1202 780444

Nick Bainton
CC James Neave
Planning Services,
The Grange,
Tower Street,
Chichester,
West Sussex,
PO19 1RH

Our Ref: LDY134-028
Your Ref:
Friday 11th May 2007

Dear Mr Bainton,

Further to our recent communications regarding condition 28 of planning permission number BN/31/05, please find below our proposal.

Midmar has no rights to carry out maintenance work on the access track in question as we simply pay rent for its use. As such, we are at the discretion of Southern Water who own the track in respect of what maintenance is carried out and when. Midmar have endeavoured to work with Southern Water to develop a structured approach to planning maintenance however, we have had no success. We feel that we have exhausted this option and are left with no choice but to accept Southern Waters' current set up. This centres around their site foreman arranging works as he sees fit. Southern Water have agreed to consider requests for maintenance from Midmar on a case by case basis. However, we have no legal ability to insist that maintenance is carried out.

I hope that the information above is sufficient to satisfy the Council that condition 28 has been addressed and can be discharged.

Yours sincerely,

Charlotte Wheatley
Onshore Planning and HSE Supervisor

James Neave
06/03/2006 14:47

To: "Wheatley, Charlotte" <Charlotte.Wheatley@midmar.co.uk>
cc:
Subject: Re: Track Maintainance

Charlotte,

Unfortunately at present the current level of detail is insufficient to discharge condition 28 of planning permission BN/31/05.

Firstly the details submitted (licence agreement between Midmar Energy and Southern Water) only states, that maintenance is to be contributed to in proportion of use, Point 7. Your subsequent email (below) then states that the track will be maintained to a condition comparable to that indicated in the photographs.

However, having consulted with West Sussex County Council Highways Department the currently submitted photographs (in some places) detail pot holes and degraded track surfaces. These should be made good and a new photographic record (preferably higher quality, colour photographs) created, with the road illustrated to the standard of which it is to be maintained. Following these very minor works, a document (titled Schedule of Maintenance) detailing the standard of which the track will be maintained to, and at what intervals(or the trigger for) maintenance will be carried out, i.e:

- Vegetation shall be maintained such to that it will not encroach onto the track, nor obstruct inter - visibility between pedestrian and vehicular users. Vegetation will be reviewed at monthly intervals and necessary hedge trimming/pruning carried out within 14 days of such infringement being detected.
- The access track as detailed in the attached plan of planning permission BN/31/05 shall be maintained to a standard as indicated in the attached photographs (revised photographic record). The condition of the track will be reviewed at 6 month intervals and any potholes or resurfacing works, carried out within 14 days of such degradation being detected.

I realise that Midmar Energy are not the owners of the track and therefore exact details of track maintenance is difficult to obtain, however you should seek agreement with southern water as to the schedule of maintenance for the track and forward such details to myself in the above format. Should Southern water not carry out any particular schedule of maintenance (they may just repair as they see necessary) then you may need to seek agreement for a tighter schedule of maintenance so that condition 28 of planning permission BN/31/05 may be discharged.

I await the above,

Regards,

James Neave - Planner
(01243) 77622

"Wheatley, Charlotte" <Charlotte.Wheatley@midmar.co.uk>



"Wheatley, Charlotte"
<Charlotte.Wheatley@
midmar.co.uk>

03/03/2006 11:21

To: <james.neave@westsussex.gov.uk>
cc:
Subject: Track Maintainance

James,

In addition to the details communicated to you in the maintainance schedule, the following terms

summarise the work to be carried out on the access track.

1. The maintenance schedule applies to both the track surface and the adjacent vegetation. Vegetation will be managed as required to prevent overhanging/ obstructive boughs.

2.

Charlotte Wheatley<?xml:namespace prefix = o ns =
"urn:schemas-microsoft-com:office:office" />

Planning and HSE Supervisor
Midmar Energy Limited
01202 780333
charlotte.wheatley@midmar.co.uk

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"Wheatley, Charlotte"
<Charlotte.Wheatley@
midmar.co.uk>

03/03/2006 11:21

To: <james.neave@westsussex.gov.uk>
cc:
Subject: Track Maintainance

James,

In addition to the details communicated to you in the maintainance schedule, the following terms summarise the work to be carried out on the access track.

1. The maintainance schedule applies to both the track surface and the adjacent vegetation. Vegetation will be managed as required to prevent overhanging/ obstructive boughs.
2. The condition of the track will be maintained in a condition comparrable to the photographic record.

Charlotte Wheatley<?xml:namespace prefix = o ns =
"urn:schemas-microsoft-com:office:office" />

Planning and HSE Supervisor
Midmar Energy Limited
01202 780333
charlotte.wheatley@midmar.co.uk

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James Neave
Environment and Development
The Grange
Tower Street
Chichester
West Sussex
PO19 1RH

Wednesday, 22 February 2006

Dear Mr Neave,

In accordance with planning permission number BN/31/05, please find enclosed a copy of the access track licence between Midmar Energy Limited and Southern Water Limited. It is my understanding that this satisfies the requirement of condition 28 of the above planning application. If further details are required please don't hesitate to contact me,

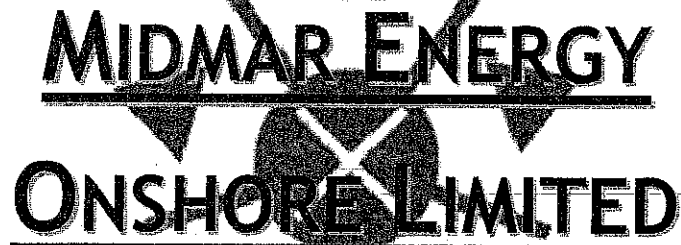
Yours sincerely,



Charlotte Wheatley
Onshore Planning and HSE Supervisor
charlotte.wheatleyc@midmar.co.uk

ENVIRONMENT AND DEVELOPMENT GROUP	
24 FEB 2006	
NAME	ST JN → NB

LIDSEY ACCESS TRACK LICENCE



MIDMAR ENERGY
ONSHORE LIMITED

LICENCE

LICENCE FOR SHARED USE OF ACCESS TRACK TO
LIDSEY WASTEWATER TREATMENT WORKS

27 JANUARY 2006

Document #	MEOL/LicnceLegal/LDY/2	Checked	TWJR
Version #	5	Approved	TWJR
Controlled	YES / NO	Date	08 December 2005
Copy #	001	Author	CRW
Date of Issue	27 th January 2006	Assigned to	Midmar Energy Limited

**Midmar Energy Limited**
Midmar Energy Onshore Limited

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www.midmar.co.uk

Midmar Energy Limited - Registered 27th June 1995

Registered no. SCO158863 VAT no. 663 7272 18

Midmar Energy Onshore Limited- Registered 4th February 1998

Registered no. SCO055329 VAT no. 716 9732 09

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First Completed / Published 2002

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Record of changes

Version	Date	Remarks	Initials
v1.	July 05	Initial release version	MP
V2	Dec 05	Changes to clauses 3,4,5 & 6 following meeting with P J Hawkey	CRW
V3	Dec 05	Changes proposed by Peter Hawkey	CRW
V4	Dec 05	Addition to clause 6	CRW
V5	Jan 06	Completion of Photo Record	CRW

Distribution List

Priority	Position	Location
1	Snr Surveyor	Testwood Pumping Station, SO40 3ND
1	MD	6 Dean Park Crescent, BH1 1HL



LICENCE FOR SHARED USE OF ACCESS TRACK TO LIDSEY WASTEWATER TREATMENT WORKS

1. The licence agreement shall be between Southern Water Services Ltd of Testwood Pumping Station, Nutsey Close, Totton, Hampshire SO40 3ND (the licensor) and Midmar Energy Onshore Ltd, First Floor, 6 Dean Park Crescent, Bournemouth, Dorset, BH1 1HL (the licensee).
2. The licence agreement shall be for a right of access over the land shown coloured brown on the attached plan.
3. The Licensor grants to the Licensee a right to the use of the licensor's track for any purpose allowed by planning permissions relating to the extraction of hydrocarbons. Site shown pink on the attached plan.
4. The licence shall be for an indefinite period commencing with the date of agreement. The licence shall be for year to year commencing with date of agreement until terminated by either party.
5. The licence fee shall be the sum of £2500 per Annum for the period 1st October 2002 to 30th September 2005 due in three instalments commencing January 2006.

- a. Rent to be reviewed every three years in accordance with the UK Retail Price Index as set out in the following formula:

$$\text{Increased Sum} = A \times \frac{C}{B}$$

Where:

A is the sum of £1500 (or Current passing rent)

B is the Base Index Figure (figure published in respect of the index immediately prior to the Base Index Figure)


C is the Final Index Figure immediately prior to the relevant Review Date

Figures calculated by Southern Water in respect of the above calculation will be provided to Midmar Energy limited for their approval.

6. The Licence fee as of 1st October 2005 shall be £1500 per annum due in the month the agreement is signed and then annually in advance during the month of October.
7. The licensee shall contribute to the maintenance of the access track in proportion to use as of October 2005. A photographic record of track condition is located in Schedule 1 of this document & available in digital format.



8. The Licensee shall undertake not to obstruct the access track and in particular not to park or commit to be parked thereon any vehicles, machinery or equipment so as to prevent or restrict the licensor's use.
9. At the cessation of operations at the well site, the Licensee may terminate this agreement by giving 6 months' written notice.
10. The Licensee shall not assign the licence to any other party or otherwise part with possession, unless agreed in writing by the Licensor.
11. The Licensee shall indemnify the Licensor against any actions, claims and demands that may be lawfully brought or made against the Licensor in respect of damage to the Licensor's property or personal injury to any person or persons of anything done by the Licensee in exercise or purported exercise of the licence hereby granted.
12. The Licencor may terminate this agreement for non compliance with the terms and conditions of the licence and for operational purposes at any time by giving 1years notice in writing.

Signed: 

Date: 9/2/06

I have read the above terms and conditions and agree to be bound by them.

Position: SENIOR SURVEYOR

For and Behalf of Southern Water Services Ltd

Registered Office: Southern House, Yeoman Road, Worthing BN13 3NX

Company Registration Number: 2366670

Signed: 

Date: 30th / January 2006



I have read the above terms and conditions and agree to be bound by them.

Position: *Director*

For and Behalf of Midmar Energy Onshore Ltd

Registered Office: 16 Albyn Place, Aberdeen AB10 1PS

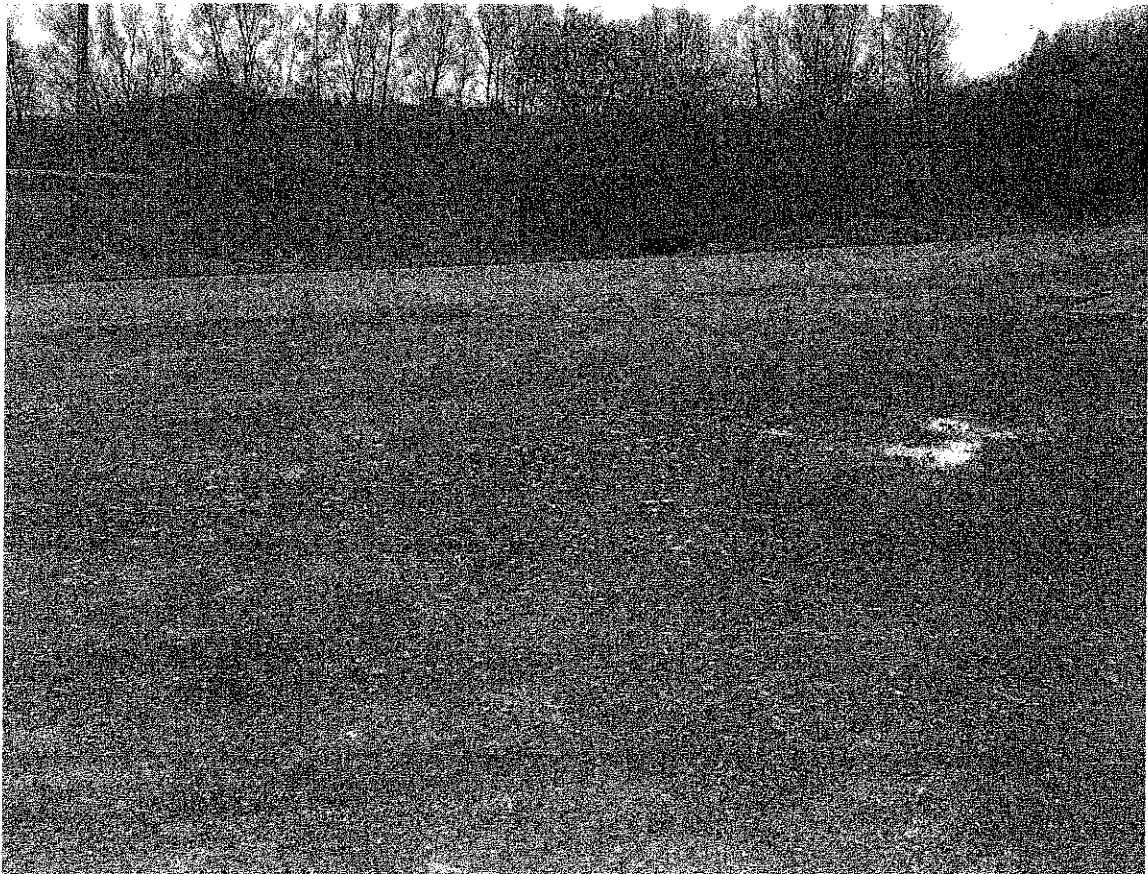
Company Registration Number: SCO055329



SCHEDULE 1

PHOTOGRAPHIC RECORD OF LIDSEY ACCESS TRACK

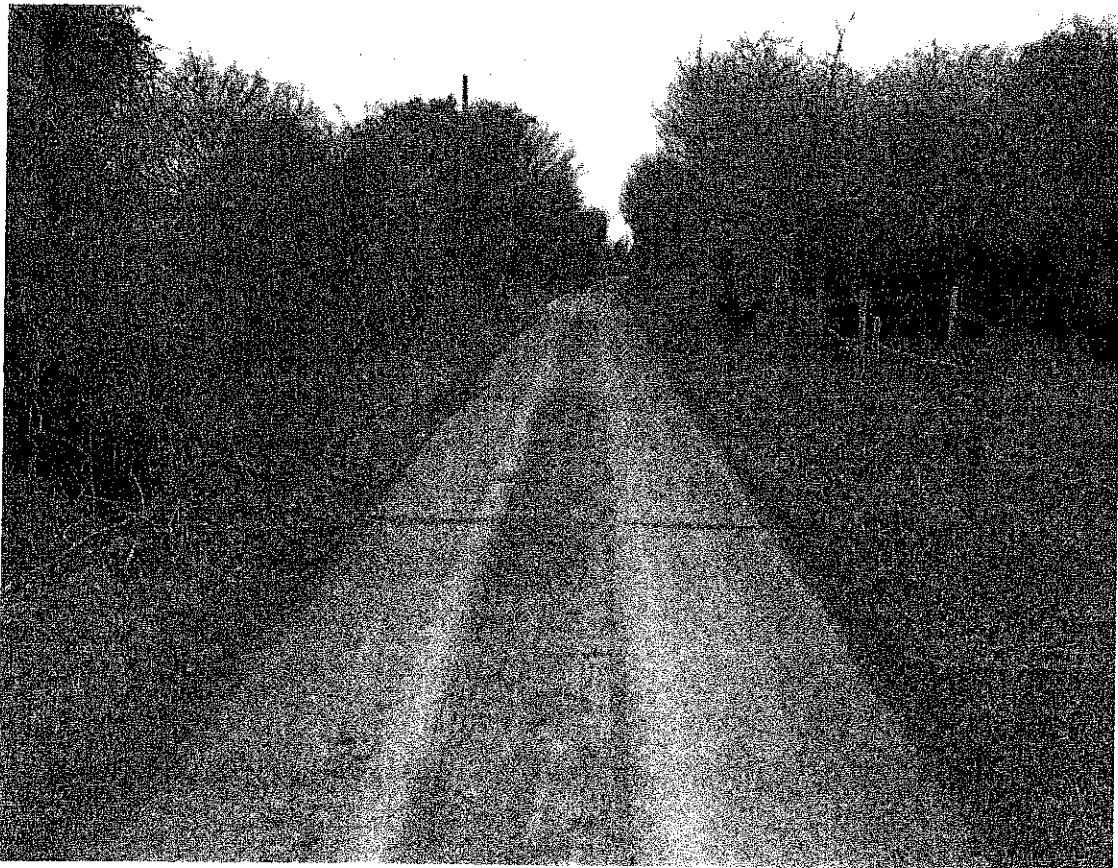






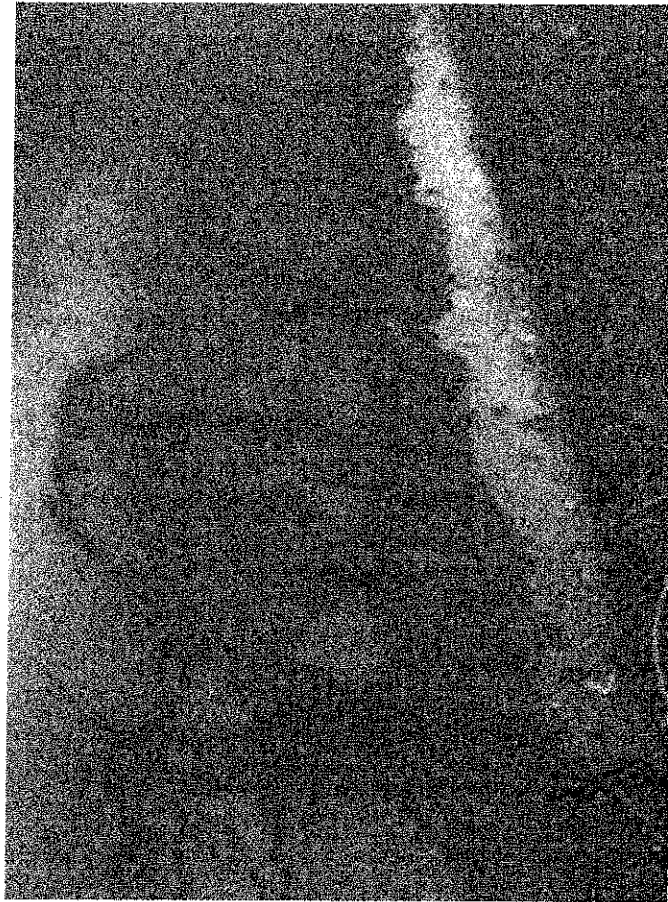


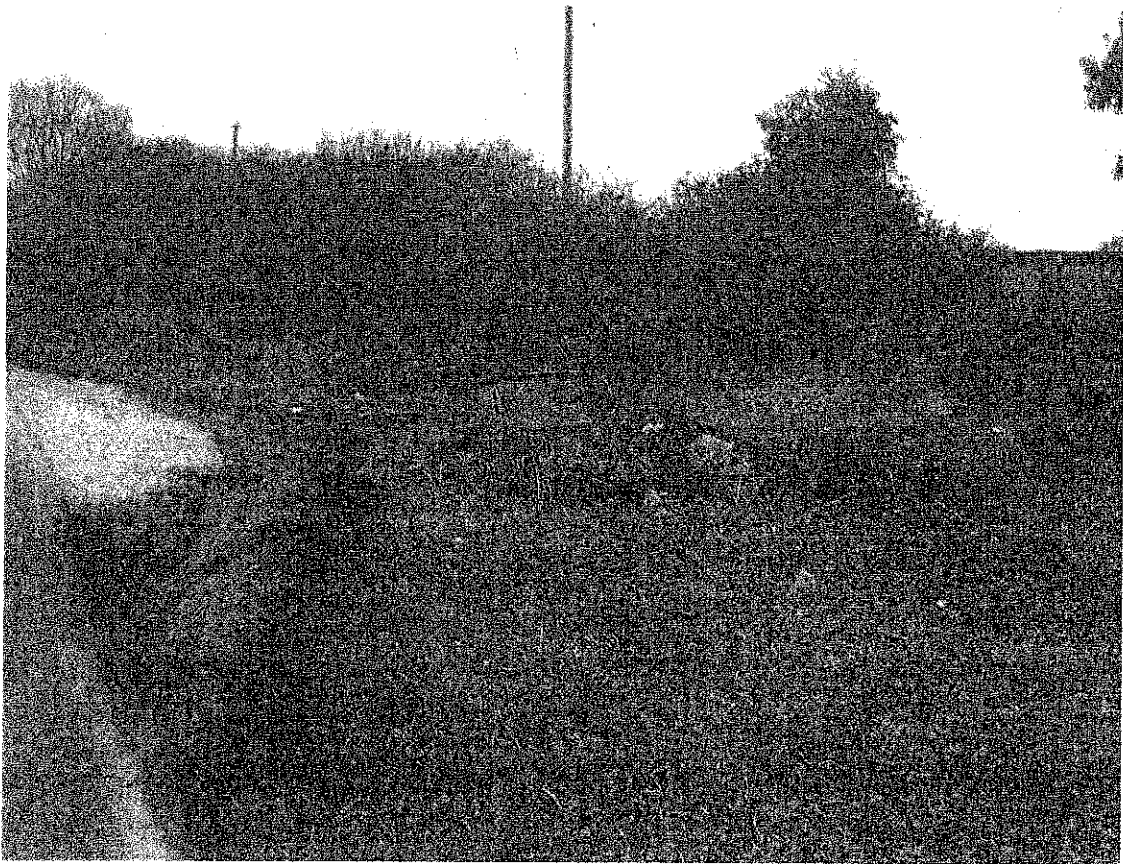
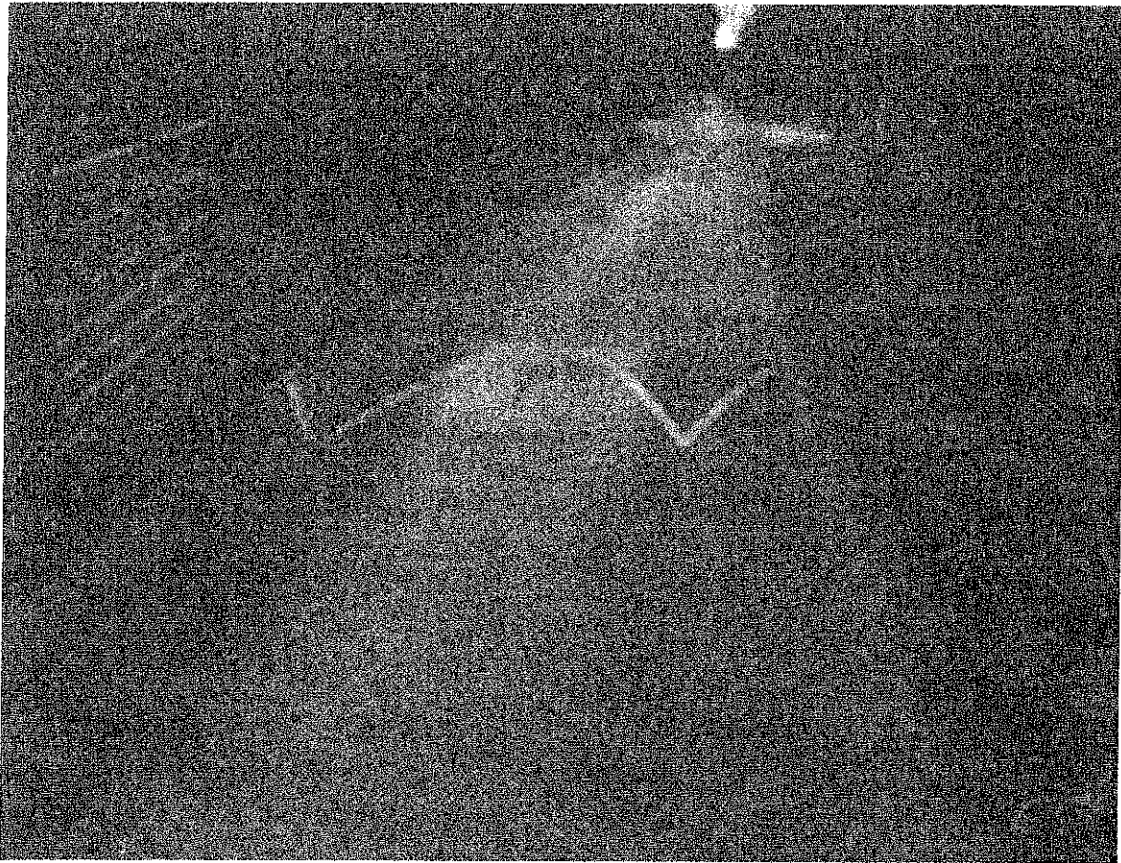




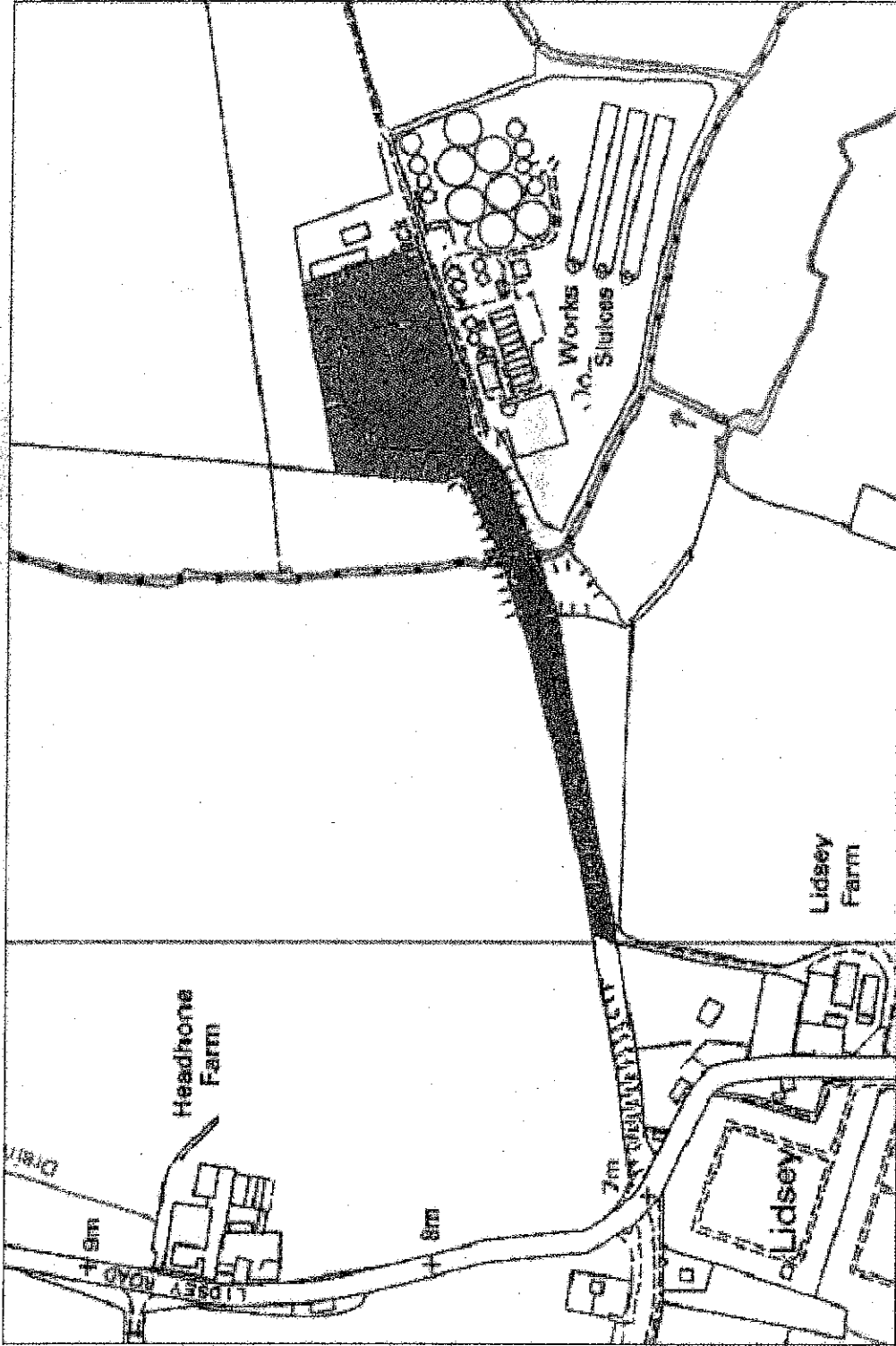












Map 1: Track owned by Southern Water Water Ltd shown in brown. Midmar site shown in pink.