

Dated 24TH MAY 2017

(1) ISLAND GAS LIMITED

and

(2) L. JACKSON AND CO LIMITED

and

(3) THE NOTTINGHAMSHIRE COUNTY COUNCIL

and

(4) DONCASTER BOROUGH COUNCIL

Agreement under Section 106 of the Town and Country Planning Act 1990 relating to
Land at
The Old Rocket Site, Misson Springs, Doncaster DN10 6ET

Nottinghamshire County Council
Legal Services
Resources Department
County Hall
West Bridgford
Nottingham
NG2 7QP

Reference: RHC/036129

This Agreement is made on the 24TH day of MAY

2017

BETWEEN

- (1) **ISLAND GAS LIMITED** (company registration number 04962079) of Interpark House 7 Down Street London W1J 7AJ ("the Operator"); and
- (2) **L. JACKSON AND CO LIMITED** (company registration number 7533695) of The Rocket Site Springs Road Misson Doncaster South Yorkshire DN10 6ET ('the Owner'); and
- (3) **THE NOTTINGHAMSHIRE COUNTY COUNCIL** of County Hall, West Bridgford, Nottingham NG2 7QP ('the Council'); and
- (4) **DONCASTER BOROUGH COUNCIL** of Civic Office Waterdale Doncaster DN1 3BU ('Doncaster BC')

Background

- (1) The Council is a local planning authority for the purposes of the Act and is the minerals planning authority and highway authority for the area within which the Site is situated and is the enforcing authority for the matters set out in this Agreement subject to the enforcement provisions relating to Doncaster BC as specified in Recital 4 below.
- (2) The Operator will carry out the Development on the Site pursuant to the Planning Permission and has a leasehold interest in the Site pursuant to a lease between the Owner and the Operator dated 22 May 2015 and registered at the Land Registry under Title Number NT520551 free from encumbrances.
- (3) The Owner is the freehold owner of the Site registered at the Land Registry under Title Number NT302120 free from encumbrances.
- (4) Doncaster BC is the highways authority for those roads shown coloured blue on the Vehicle Routeing Scheme Map and included in the Vehicle Routeing Scheme which fall within its administrative boundary and will be an enforcing authority and covenanting authority pursuant to this Agreement for the Dilapidation Survey in relation to those Roads within its administrative boundary.

- (5) The Application has been made to the Council seeking planning permission for the Development.
- (6) The Council resolved to grant the Planning Permission (under reference 1/15/01498/CDM) on 15 November 2016 subject to the Operator and the Owner entering into this Agreement with the Council to secure the following obligations:
- a) A designated route for all HGVs using the Site;
 - b) A driver code of conduct;
 - c) A pre-condition survey of the approved vehicle route and the making good of any damage to the highway, over and above normal wear, as a result of vehicles associated with the approved Development,
 - d) A financial restoration bond;
 - e) The establishment of the Community Liaison Group for the life of the development;
 - f) A scheme for off-site monitoring of water levels in the Gresham Drain.

Definitions and Interpretation

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

the Act	means the Town and Country Planning Act 1990 as amended
the Application	means application no 1/15/01498/CDM submitted by the Developer to the Council on 15 October 2015 and validated by the Council on 28 October 2015 seeking planning permission for the Development
Baseline Survey	means a survey including a photographic record to determine the condition of the Roads prior to any vehicle movements being made to and from the Site associated with the Development

Cash Deposit Restoration Bond	means a bond to secure the restoration of the Site in accordance with the Restoration Provisions to be entered into by the Operator and the Council governing the manner in which the Deposit Sum is to be held and applied by the Council substantially in the form attached at Appendix 3
Commencement of Development	means the date on which the Development shall commence by the carrying out on the Site of a material operation comprised in the Development pursuant to the Planning Permission within the meaning of Section 56 of the Act Save That the term 'material operation' shall not include operations in connection with any work of or associated with demolition site clearance remediation works environmental investigation erection of contractors work compound erection of site office erection of fencing to site boundary laying of service media to the extent that such works are not expressly permitted by the Planning Permission and reference to ' Commence Development ' shall be construed accordingly;
Community Liaison Committee	means a committee comprising representatives of the Operator the Council and the local community to be set up in accordance with the Fourth Schedule
Category 1 Safety Critical Defect	defects that present an immediate or imminent risk to the highway user, which include but are not limited to missing manhole/gully cover, highway collapse
Category 2 High Defect	defects which may impact on the highway user but are not safety critical which include but are not limited to potholes, missing, misaligned or rocking flags/paving units
Competent Person	a person who holds a professional qualification in either highway civil engineering or highway

		inspections, or alternative equivalent qualification
Defect Repair		the temporary or permanent repair of a Category 1 Safety Critical Defect or a Category 2 High Defect in order to restore road safety
Default Costs	Repair	the costs of carrying out a Defect Repair to include the costs of the works, travelling costs, materials, plant hire, labour and administration
Deposit Sum		together the First Deposit Sum, the Second Deposit Sum and the Third Deposit Sum in the total amount of £650,000.00 (Six Hundred and Fifty Thousand Pounds) index linked and reviewed in accordance with the terms of the Cash Deposit Restoration Bond as security for the costs in carrying out the Restoration Provisions works
the Development		means the development of a hydrocarbon wellsite and drilling of up to two exploratory hydrocarbon wells (one vertically and one horizontally) by use of a drilling rig together with associated ancillary works and site restoration pursuant to the Planning Permission
Dilapidation Payment		a sum payable pursuant to the Second Schedule, Part 1 Paragraph 1(h) and Part 2, Paragraph 1(f) following the carrying out of a Dilapidation Survey and to be made pursuant to the Second Schedule, Part 1 Paragraph 1(i) and Part 2 Paragraph 1(g)
Dilapidation Survey		means a survey including a photographic record to determine the condition of the Roads and to identify deterioration and damage attributable to the Development.
the Doncaster Dilapidation/Safety Schedule		means the schedule identifying the trigger dates for the carrying out of the Baseline Survey, Dilapidation Surveys and Safety Inspections in respect of the

Doncaster Roads contained in Appendix 5

The Doncaster Roads	means the sections of the Roads falling within the administrative boundary of Doncaster BC highlighted in blue on the Vehicle Routeing Scheme Map
Emergency Circumstances	means instances where it is necessary for any vehicles associated with the Development to enter or leave the Site from Misson Village and/or follow routes other than those shown on the Vehicle Routeing Scheme Map including but not limited to imminent danger to human life or property, access for emergency services, temporary road closures or diversions imposed for reasons of maintaining highway safety or public order
First Deposit Sum	£120,000.00 (One Hundred and Twenty thousand Pounds) index linked and reviewed in accordance with the terms of the Cash Deposit Restoration Bond
Highways Act	means the Highways Act 1980 as amended
HGV	means an articulated goods vehicle or a large goods vehicle which is constructed or adapted to carry or haul goods by road and the permissible maximum weight of which exceeds 7.5 tonnes
the Horizontal Drilling Operations	means any horizontal drilling operations forming part of the Development
the Nottinghamshire Roads	means the section of the Roads falling within the administrative boundary of the Council highlighted in black on the Vehicle Routeing Scheme Map
the Off-Site Water Monitoring Scheme	means a scheme for the monitoring of water levels in the Gresham Drain pursuant to the Fifth Schedule
the Parties	means together the Operator, the Owner, the Council and Doncaster MBC

the Planning Permission	means the planning permission granted by the Council pursuant to the Application substantively in the form of the draft attached hereto at Appendix 4
Restoration Provisions	means the provisions for the restoration of the Site comprising Subsurface Restoration and Surface Restoration contained in the conditions attached to the Planning Permission
Restoration Provisions Breach Notice	means written notification to the Operator and the Owner specifying the terms of a breach of the Restoration Provisions and identifying steps to be taken by the Operator to remedy the breach given by the Council pursuant to the Third Schedule, Paragraph 2(b)
Restoration Provisions Completion Notice	means written notification to the Council of the completion of the Restoration Provisions works given by the Owner and/or the Operator pursuant to the Third Schedule, Paragraph 1(e)
Restoration Provisions Confirmation Notice	means written confirmation of the completion of the Restoration Provisions works to the satisfaction of the Council issued by the Council to the Owner and Operator pursuant to the Third Schedule, Paragraph 2(e) or 2(f)
Restoration Provisions Default Works Notice	means written notification to the Operator and the Owner of the Operator's failure to remedy the breach identified in the Restoration Provisions Breach Notice and the Council's intention to enter the Site and carry out or complete the Restoration Provisions works in accordance with the terms of the Cash Deposit Deed
the Roads	means the sections of roads highlighted in blue and black on the Vehicle Routeing Scheme Map and described as the Blaxton Roundabout at the A614, the section of the B1396 Bank End Road between the

A614 and Springs Road and the section of Springs Road from the B1396 to the junction of the Site access road

Safety Inspection means a visual inspection to identify any Category 1 Safety Critical Defect or Category 2 High Defect

Subsurface Restoration means the plugging and abandonment works to the vertical and horizontal hydrocarbon wells forming part of the Development

Surface Restoration means the works to remove the above ground infrastructure and reinstate the Site at ground level forming part of the Development

Second Deposit Sum £290,000.00 (Two Hundred and Ninety Thousand Pounds) index linked and reviewed in accordance with the terms of the Cash Deposit Restoration Bond

the Site means land at Springs Road, Misson shown edged red on the Site Plan

the Site Plan means the plan attached hereto at **Appendix 1**

Third Deposit Sum £240,000.00 (Two Hundred and Forty Thousand Pounds) index linked and reviewed in accordance with the terms of the Cash Deposit Restoration Bond

the Vehicle Routeing Scheme means a scheme for the routeing of motorised vehicles including HGVs travelling to and from the Site in connection with the Development in accordance with the details set out in the First Schedule hereto

the Vehicle Routeing Scheme Map means the map indicating the route to be taken by vehicles including HGVS in accessing and exiting the Site in accordance with the Vehicle Routeing Scheme and also confirming the administrative boundary between the Council and Doncaster BC and showing the Roads within the Council's administrative

boundary coloured black and the Roads within
Doncaster BC's administrative boundary coloured
blue and attached hereto at **Appendix 2**

the Verge Repairs means the repair of highway verges including shoring
up, top soiling, and grass seeding

**the Vertical Drilling
Operations** means any vertical drilling operations forming part of
the Development

Working Day means a day that is not a Saturday or Sunday,
Christmas Day, Good Friday or any day that is a bank
holiday

1.2 In this Agreement unless the context otherwise requires:

- (i) headings and sub-headings are for ease of reference only and shall not be taken into account in the interpretation or construction of this Agreement;
- (ii) all references to clauses, paragraphs and Schedules are references to the clauses and paragraphs of and the Schedules to this Agreement;
- (iii) the Schedules and plans shall be incorporated into and form part of this Agreement;
- (iv) all references to any legislation or statutory provision shall include references to any statute or statutory provision which amends, extends, consolidates or replaces the same or which has been amended, extended, consolidated or replaced by the same and shall include any orders, regulations, codes of practice, instruments or other subordinate legislation made under the relevant statute or statutory provision;
- (v) words importing the singular include the plural and vice versa;
- (vi) words importing a gender include all genders;

- (vii) 'person' includes any individual, partnership, forum, trust, body corporate, government, governmental body, authority, agency or unincorporated body of personnel or association; and
- (viii) the words 'include' and 'including' are to be construed without limitation.

Operative Provisions

- 2.1 This Agreement is a planning obligation made pursuant to section 106 of the Act, section 59 of the Highways Act 1980 section 111 of the Local Government Act 1972, section 2 of the Local Government Act 2000 and section 1 of the Localism Act 2011 and all other powers so enabling
- 2.2 The covenants, restrictions and requirements imposed upon the Owner and the Operator under this Agreement create planning obligations pursuant to section 106 of the Act and are enforceable by the Council and/or Doncaster BC to the extent set out herein and as provided for in the Act
- 2.3. The Owner and the Operator hereby covenant jointly and severally with the Council so as to bind each of their respective interests in the Site to implement and fully comply with the covenants set out in this Agreement and to provide to the Council written notice of any proposed sale or disposition of the Site or any part thereof not less than 7 days before any such disposition takes effect
- 2.4 The planning obligations restrictions covenants limitations and obligations in this Agreement relate to and are binding in their entirety upon the Owner and the Operator and their successors in title and assigns and their interest in the Site and save as otherwise expressly provided shall bind and run with the Site and each and every part of it and subject to clause 5 may be enforced against the Owner and the Operator and where applicable their successors in title by the Council as if such persons had been an original covenanting party in respect of the interest or estate for the time being held by them in the Site.
- 2.5 No person shall be liable for breach of a covenant contained in this Agreement after he has parted with all interest in the Site or the part in respect of which such breach occurs but without prejudice to his liability for any subsisting breach of covenant prior to parting with such interest.

- 2.6 The covenants in this Agreement shall come into effect only upon:
- (a) the issue by the Council of the Planning Permission; and
 - (b) except where this Agreement expressly provides otherwise upon Commencement of Development
- 2.7. If the Planning Permission shall expire before Commencement of Development or shall at any time be revoked this Agreement shall terminate and cease to have effect and the Council shall within 20 Working Days of receipt of a written request from the Owner or the Operator remove any entry relating to this Agreement from the Register of Local Land Charges.
- 2.8. This Agreement is a local land charge and shall be registered as such by the Council.
- 2.9. The Council shall within 20 Working Days of receipt of a written request from the Owner or Operator after the Council is satisfied that all of the obligations of the Owner and Operator under this Agreement have been fulfilled issue written confirmation thereof and thereafter cancel the relevant entries in the Register of Local Land Charges.
- 2.10 Any notice or communication required to be given under the terms of this Agreement shall be in writing and sent to the relevant addressee as follows:
- (a) in the case of the Owner addressed to the Company Secretary at the address given in the description of the Parties at the front of this Agreement or such other recipient or address as may be notified in writing to the other Parties by the Owner from time to time;
 - (b) in the case of the Operator addressed to the General Counsel of the Operator at the address given in the description of the Parties at the front of this Agreement or to such other recipient or address as may be notified in writing to the other Parties by the Operator from time to time;
 - (c) in the case of the Council and Doncaster BC addressed to the Head of Legal Services at the address given in the description of the Parties at the front of this Agreement or such other recipient or address as may

be notified in writing to the other Parties by the Council and/or Doncaster BC from time to time.

- 2.11 Notices may be delivered by hand or sent by first class mail and other communications may be delivered by hand or sent by first class mail or e-mail (confirmed by post). A notice delivered by hand shall be deemed to have been received when delivered. A notice sent by mail shall be deemed to have been received 72 hours after posting, provided that it is not returned as undelivered by the postal operator (within the meaning of the Postal Services Act 2000) concerned. A communication sent by e-mail shall be deemed to have been received on the first Working Day after it is sent (provided that postal confirmation of such communication is sent by the sending Party and received by the receiving Party within 3 Working Days).
- 2.12 Each of the Parties shall give notice to the others of the change or acquisition of any address or telephone e-mail address or similar number at the earliest possible opportunity but in any event within 48 hours of such change or acquisition.
- 2.13 The parties to this Agreement do not intend that any of its terms shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.
- 2.14 No failure or delay (whether express or implied) by the Council to exercise any right or remedy in respect of any breach or default by the Owner or Operator in performing or observing any of the terms and conditions of this Agreement shall be construed or operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy preclude the further exercise of such right or remedy.
- 2.15 No waiver of any breach or default under this Agreement or any of the terms hereof shall be effective unless such waiver is given in writing and has been signed by the Party waiving its entitlement and no waiver of any breach or default, in accordance with this clause 2.15, shall constitute a waiver of any other or subsequent breach or default.
- 2.16 No modification, variation or amendment of any provision in this Agreement shall be effective unless in writing and signed by the Parties' duly authorised signatories acting on authority to vary such terms.

2.17 In the event of any dispute or difference arising in connection with this Agreement the Parties shall use their reasonable endeavours to engage in discussions to resolve the dispute in good faith and failing such resolution the dispute shall be referred for settlement to the Chief Executives of the Council and/or Doncaster BC as appropriate and the Owner and the Operator PROVIDED THAT:

- (a) If any such dispute that cannot be settled by agreement between the Parties under this clause 2.17 after 40 Working Days the Parties will in good faith seek to resolve the dispute through mediation before resorting to arbitration.
- (b) If the dispute is still not resolved by mediation after a further 20 Working Days (or such longer period as may be agreed between the Parties), or if one of the Parties will not participate in the mediation, the dispute shall be referred by any Party to and be determined under the provisions of the Arbitration Act 1996 (as amended) by a single Arbitrator (the 'Arbitrator') being a person with not less than 10 years' recent and relevant experience of the matter in dispute whose identity will be agreed between the Parties or in default of agreement (other than a dispute relating to a matter of law or in relation to the interpretation of this Agreement) appointed by or on behalf of the President for the time being of the Royal Institution of Chartered Surveyors on the application of any Party and it is further agreed that:
 - (i) the Parties shall be entitled to make representations and counter-representations in accordance with such timetable as the Arbitrator shall direct; and
 - (ii) the determination of the Arbitrator shall be final and binding on the Parties save in the case of manifest error; and
 - (iii) the Arbitrator's costs shall be borne in such proportions as he may direct failing which each Party will bear its own costs of the reference and determination and will share the Arbitrator's costs in equal proportion to the number of Parties involved in the dispute; and

- (iv) the rules of the Chartered Institute of Arbitrators (London) are deemed to be incorporated by reference into this clause and the jurisdiction and law applicable to this agreement and any arbitration is that of England and Wales, the place of any arbitration shall be England and the language of any arbitration shall be English; and
- (v) any dispute or difference arising relating to a matter of law or in relation to the interpretation of this Agreement shall in default of agreement between the Parties as to the identity of any Arbitrator be appointed by or on behalf of the President for the time being of the Law Society on the application of any Party and the provisions of this clause 2.17 shall apply equally to such appointments.

2.18 If any term, condition, provision or covenant in this Agreement is held to be invalid, unlawful or unenforceable to any extent amendments to this Agreement may be made by the deletion of wording as appropriate to remove the invalid term, condition, provision or covenant but otherwise retain the provision and the other provisions of this Agreement to the maximum extent permissible under applicable law so as not to affect the validity, legality or enforceability of the remaining parts of this Agreement.

2.19 This Agreement shall be governed by the laws of England and Wales and the parties submit to the exclusive jurisdiction of the courts of England and Wales.

Indemnity

3.1 The Operator for itself and its successors hereby covenants with the Owner:

- (a) to observe and perform the planning obligations set out in this Agreement both during the Development and in respect of those which survive completion of the Development until such time as the obligation shall cease or in perpetuity as applicable (provided that if applicable the perpetuity period shall be a period of 80 years from the date hereof); and

- (b) to indemnify the Owner against any costs, actions, claims, demands, liabilities or obligations howsoever arising out of any breach or non-observance by the Operator of the planning obligations in this Agreement and of the provisions of clause 3.1(a) above including the costs, actions, claims, demands, liabilities or obligations arising directly or indirectly out of the Operator not complying with the planning obligations or failing to do or to do properly any works required by the planning obligations in this Agreement (and including the costs to the Owner of legal and surveyor's advice both in consideration of and completion of this Agreement and otherwise arising out of this indemnity)

PROVIDED THAT the Operator shall not be liable for any costs, actions, claims, demands, liabilities or obligations arising from any breach occasioned by the Owner or any third party authorised by the Owner.

Trigger Notice Requirements

- 4.1 The Operator covenants to notify the Council and Doncaster BC of Commencement of Development not less than 7 Working Days and no more than 14 Working Days in advance.
- 4.2 The Operator covenants to notify the Council of commencement of the Vertical Drilling Operations not less than 7 Working Days and no more than 14 Working days in advance.
- 4.3 The Operator covenants to notify the Council of commencement of the Horizontal Drilling Operations not less than 7 Working Days and no more than 14 Working days in advance.

Costs

- 4.1 The Operator shall pay to the Council on completion of this Agreement the reasonable legal costs incurred by the Council in the negotiation, preparation, execution and completion of this Agreement and its registration as a local land charge up to the maximum sum of £3,250.

Execution and Delivery

- 5.1 This Agreement is executed as a Deed and is delivered on the date stated at the beginning of this Agreement.
- 5.2 This Agreement may be executed in separate counterparts and such counterparts when executed and delivered shall be an original

FIRST SCHEDULE

The Vehicle Routeing Scheme and Driver Code of Conduct

1. The Owner and Operator covenant with the Council that on issue of the Planning Permission by the Council motorised vehicles including HGVs owned or controlled by the Owner or the Operator and used for the purpose of the Development shall not enter or leave the Site via Misson Village and shall follow the routes shown on the Vehicle Routeing Scheme Map attached hereto and no other routes i.e. all vehicles shall enter and leave the site via the Blaxton Roundabout at the A614, Bank End Road B1396 and Springs Road.
2. The Owner and the Operator shall take all such steps as are proper and necessary (including the provision and maintenance of suitable signs and notices) to ensure that all vehicles used for the purpose of the Development travelling to and from the Site observe these restrictions.
3. The Owner and the Operator shall in order to comply with the provisions of paragraphs 1 and 2 above:
 - (a) issue or cause to be issued directives to the drivers of HGVs under the direct control of the Owner and the Operator or otherwise lawfully entering and leaving the Site, such directives setting out and requiring compliance with the permitted journey routes prescribed in paragraph 1 above and requiring avoidance of the prohibited journey routes as prescribed in paragraph 1 above;
 - (b) use all reasonable endeavours to ensure compliance with such directives including the inclusion of such directive requirements within the conditions of contract of all haulage contractors employed by the Owner and the Operator to travel to and from the Site such conditions of contract to include an escalating sanctions regime whereby a warning will be issued for a first breach of such requirements by a contractor, a written warning issued for a second breach, a notice suspending a contractor's haulage contract for a period of not less than 5 Working Days be issued for a third breach of such requirements

and a contractor's haulage contract being terminated by the Owner and the Operator in the event that such contractor or its drivers fail to comply with the directive's lorry routing restrictions on four or more occasions;

- (c) use all reasonable endeavours to enforce such contractual requirements where any breaches come to the attention of the Owner and the Operator and to notify the Council of such breaches as soon as reasonably practicable or within 48 hours whichever is the sooner;
 - (d) inform the Council of the steps that it has taken to comply with the requirements of this paragraph 3;
 - (e) take adequate steps to monitor the routeing of HGVs travelling to and from the Site by carrying out random spot checks at the exit to the Site and on local roads to ensure compliance such checks to take place not less than four times per calendar year and evidence of which shall be provided to the Council within one month of a written request from the Council; and
 - (f) issue to all drivers including HGV drivers the Vehicle Routeing Scheme Map indicating the routes to be used.
4. The obligations in paragraphs 1 and 3 (b) above shall not apply in Emergency Circumstances for the duration of such Emergency Circumstances only and provided that the Owner or Operator notifies the Council as soon as reasonably practicable that such Emergency Circumstances have arisen and of the duration or likely duration of the Emergency Circumstances.

SECOND SCHEDULE

Dilapidation Survey and Dilapidation Payment

Part 1 – Nottinghamshire County Council Roads

1. The Owner and Operator covenant with the Council as follows:
 - (a) the Owner and the Operator recognise that the traffic to and from the Site associated with the Development may cause damage to the Nottinghamshire Roads by intensification of use and the excessive weight of the materials passing along the Nottinghamshire Roads
 - (b) the Owner and the Operator admit liability in respect of such traffic detailed in 1(a) above in accordance with 1(i) below
 - (c) not less than 25 Working Days prior to the Commencement of Development to carry out and submit to the Council a Baseline Survey of the existing condition of the Nottinghamshire Roads; and
 - (d) to secure the Council's approval of the Baseline Survey in respect of the Nottinghamshire Roads prior to Commencement of Development and not to Commence or permit Commencement of Development until such approval has been obtained.
 - (e) to carry out and submit to the Council on each anniversary of the Baseline Survey for the life of the Development a Dilapidation Survey of the Nottinghamshire Roads; and
 - (f) to carry out and submit to the Council a further Dilapidation Survey of the Nottinghamshire Roads following the completion of the Development; and
 - (g) to secure the Council's approval of each Dilapidation Survey relating to the Nottinghamshire Roads;
 - (h) to agree the quantum of the Dilapidation Payment (if any) representing the proportion of the cost of making good excess damage to the Nottinghamshire Roads (over and above the cost of making good ordinary wear and tear) that is attributable to the transportation of

materials to and from the Site associated with the Development within 20 Working Days or such other period as may be agreed between the Operator/Owner and the Council, each acting reasonably, and in the absence of agreement an amount determined by arbitration in accordance with Clause 2.17

- (i) to pay the Dilapidation Payment (if any) to the Council within 20 Working Days of the quantum of the Dilapidation Payment being agreed or determined pursuant to Paragraph 1(h) above
- (j) to pay the Default Repair Costs within 20 Working Days of receipt of a request for payment from the Council

2. The Council covenants with the Owner and the Operator as follows:

- (a) to routinely repair the Nottinghamshire Roads accordance with its statutory obligations;
- (b) within 25 Working Days of receipt of the Baseline Survey to notify the Owner and Operator of its approval of the Baseline Survey in respect of the Nottinghamshire Roads or to otherwise provide its comments on the Baseline Survey;
- (c) within 25 Working Days of receipt of a Dilapidation Survey to notify the Owner and Operator of its approval of the Dilapidation Survey in respect of the Nottinghamshire Roads or otherwise provide its comments on the Dilapidation Survey;
- (d) to use reasonable endeavours to agree the quantum of each Dilapidation Payment in respect of the Nottinghamshire Roads (if any);
- (e) to use each Dilapidation Payment received from the Owner and Operator promptly for the carrying out of remediation measures identified by the relevant Dilapidation Survey and to return to the payee the amount of any Dilapidation Payment which remains unexpended following a period of 3 years from receipt of the Dilapidation Payment.
- (f) In the event that the Council acting reasonably considers that a Defect Repair is necessary to the Nottinghamshire Roads as a direct

consequence of the Development and for the life of the Development then the Council or its agents shall carry out a Defect Repair in order to restore road safety and shall recharge the Default Repair Costs to the Operator

3. The Owner and Operator covenant with the Council as follows:
- (a) to use all reasonable endeavours to avoid or minimise damage to the Nottinghamshire Roads giving rise to a Defect Repair or Verge Repairs.
 - (b) to enter into an agreement pursuant to section 278 of the Highways Act 1980 with the Council to carry out any Verge Repairs along Nottinghamshire Roads which the Council (acting reasonably) considers necessary due to damage attributable to the transportation of materials to and from the Site associated with the Development
 - (b) to be responsible for the supervision of the Verge Repairs (whether carried out by the Owner/Operator or contractor) which shall at all times be supervised by a chartered civil engineer or other suitably qualified person who has been approved by but who shall act independently of the Council
 - (c) that the Verge Repairs shall be carried out in accordance with the Construction (Design and Management) Regulations 2015, the Electricity at Work Regulations 1989, and the New Roads and Street Works Act 1991
 - (d) that prior to any Verge Repairs it shall effect public liability insurance to insure (or shall procure that any contractor carrying out the said Verge Repairs shall insure) against death damage loss or injury which may occur arising by or out of the execution of the Verge Repairs (otherwise than due to any negligent or reckless act or omission of the Council) with an approved insurer on terms approved by the Council in at least the sum of £5,000,000 (five million pounds) with an excess not exceeding £1,000 (one thousand pounds) arising out of any one incident

- (e) that in the event of a failure to enter into an agreement pursuant to section 278 of the Highways Act 1980 and/or to properly execute the Verge Repairs to the satisfaction of the Council in accordance with this Schedule the Verge Repairs shall be treated as a Defect Repair and the Owner and Operator shall be liable for the cost of the Verge Repairs in accordance with clauses 1 and 2 of this Schedule

Part 2 – Doncaster Borough Council Roads

1. The Owner and Operator covenant with Doncaster BC as follows:
 - (a) the Owner and the Operator recognise that the traffic to and from the Site associated with the Development may cause damage to the Doncaster Roads by intensification of use and the excessive weight of the materials passing along the Doncaster Roads
 - (b) the Owner and the Operator admit liability in respect of such traffic detailed in 1(a) above
 - (c) to notify Doncaster BC of the Commencement of Development not less than 30 Working Days in advance of Commencement of Development
 - (d) not to Commence Development or permit Commencement of Development until the Baseline Survey relating to the Doncaster Roads has been agreed with Doncaster BC
 - (e) to use reasonable endeavours to agree the content of each Dilapidation Survey relating to the Doncaster Roads with Doncaster BC;
 - (f) to agree the quantum of the Dilapidation Payment (if any) representing the proportion of the cost of making good excess damage to the Doncaster Roads (over and above the cost of making good ordinary wear and tear) that is attributable to the transportation of materials to and from the Site associated with the Development within 20 Working Days or such other period as may be agreed between the Operator/Owner and Doncaster BC, each acting reasonably, and in the absence of agreement an

amount determined by arbitration in accordance with Section 59(3) of the Highways Act

- (g) to pay the Dilapidation Payment (if any) to Doncaster BC within 20 Working Days of the quantum of the Dilapidation Payment being agreed or determined pursuant to Paragraph 1(f) above
- (h) to reimburse Doncaster BC for a Default Repair Cost in respect of the Doncaster Roads within 20 Working Days of receipt from Doncaster BC of a request for payment of a Default Repair Cost in respect of the Doncaster Roads and in the absence of agreement of the Default Repair Cost in respect of the Doncaster Roads the amount shall be determined in accordance with Clause 2.17
- (i) to give 5 Working Days' advance written notification to Doncaster BC of the commencement and completion of each stage of works identified on the Doncaster Dilapidation/Safety Schedule.

2. Doncaster BC covenants with the Owner and the Operator as follows:

- (a) to routinely repair the Doncaster Roads accordance with its statutory obligations;
- (b) to carry out the Baseline Survey, each Dilapidation Survey and each Safety Inspection in respect of the Doncaster Roads in accordance with the timescales set out in the Doncaster Dilapidation/Safety Schedule;
- (c) to use reasonable endeavours to agree the quantum of each Dilapidations Payment in respect of the Doncaster Roads (if any) with the Owner and the Operator;
- (d) to use each Dilapidations Payment received from the Owner and Operator promptly for the carrying out of remediation measures identified by the relevant Dilapidations Survey and to return to the payee the amount of any Dilapidations Payment which remains unexpended following a period of 3 years from receipt of the Dilapidations Payment;

- (e) in the event that a Defect Repair is identified as necessary to the Doncaster Roads as a consequence of the Development and for the life of the Development then Doncaster BC shall carry out a Defect Repair in order to restore road safety and shall recharge the Default Repair Costs in respect of the Doncaster Roads to the Operator;
- (f) any remedial work for a Category 1 Safety Critical Defect shall be undertaken by Doncaster BC within 2 hours of notification to Doncaster BC and any remedial work for a Category 2 High Defect shall be undertaken by Doncaster BC within 3 working days of notification to Doncaster BC

THIRD SCHEDULE

Site Restoration

1. The Owner and the Operator covenant with the Council as follows:
 - (a) Not to Commence Development or permit the Commencement of Development until the Cash Deposit Restoration Bond has been completed.
 - (b) Not to Commence Development or permit the Commencement of Development until the Operator has paid the First Deposit Sum to the Council.
 - (c) Not to commence or permit the commencement of the Vertical Drilling Operations until the Operator has paid the Second Deposit Sum to the Council.
 - (d) Not to commence or permit the commencement of the Horizontal Drilling Operations until the Operator has paid the Third Deposit Sum to the Council.
 - (e) To issue a Restoration Provisions Completion Notice to the Council upon completion of each of the following elements of the Restoration Provisions works:
 - (i) completion of the Subsurface Restoration;
 - (ii) completion of the Surface Restoration.
 - (f) In the event that the Council issues a Restoration Provisions Breach Notice the Operator shall remedy the breach within 20 Working Days or such other period as may be agreed in writing with the Council (acting reasonably).
 - (g) To allow the Council its agents and contractors and competent authorities access to the Site as reasonably necessary to carry out and/or inspect the Restoration Provisions works in accordance with the provisions of this Agreement.
2. The Council covenants with the Owner and the Operator as follows:
 - (a) To enter into the Cash Deposit Restoration Bond with the Operator.
 - (b) In the event that the Council determines that there has been a breach

in the observance or performance by the Operator of any of the Restoration Provisions to serve a Restoration Provisions Breach Notice upon the Operator and the Owner and provide the Operator with a period of 20 Working Days within which the breach may be remedied or such other period as may be agreed with the Operator (each acting reasonably).

- (c) In the event that the Council serves a Restoration Provisions Breach Notice pursuant to Paragraph 2(b) and the Operator fails to remedy the breach within 20 Working Days or such other period as is agreed with the Operator to serve a Restorations Provisions Default Works Notice upon the Operator and the Owner.
- (d) In the event that the Council serves a Restoration Provisions Default Notice pursuant to Paragraph 2(c) and the Operator fails to remedy the breach within 20 Working Days or such longer period as is agreed between the Council and the Operator the Council may drawdown the necessary funds from the Deposit Sum to carry out or procure the carrying out of the Restoration Provisions works in accordance with the Cash Deposit Restoration Bond and enter the Site and carry out such works or procure the carrying out of such works as are necessary to remedy the breach .
- (e) Within 20 Working Days following receipt of a Restoration Provisions Completion Notice or such other period as may be agreed with the Operator (each acting reasonably) to either issue a Restoration Provisions Confirmation Notice to the Owner and Operator confirming completion of the Subsurface Restoration or Surface Restoration respectively to the satisfaction of the Council or provide written details of why the Council does not agree that the Restoration Provisions works have been completed in accordance with the Restoration Provisions
- (f) In the event that the Council carries out Restoration Provisions works following the service of a Restoration Provisions Default Notice in respect of the Subsurface Restoration or Surface Restoration then it shall issue a Restoration Provisions Confirmation Notice to the Owner and the Operator following the completion of the respective elements

of the Restoration Provisions works.

- (g) Contemporaneously with the issue of a Restoration Provisions Confirmation Notice in respect of the Subsurface Restoration to repay to the Operator (or such person nominated by the Operator) the Second Deposit Sum and the Third Deposit Sum (and interest accrued thereon) or such parts of the Second Deposit Sum and Third Deposit Sum that has not been drawn down by the Council and expended by the Council in carrying out Restoration Provisions works.
- (h) Contemporaneously with the issue of a Restoration Provisions Confirmation Notice in respect of the Surface Restoration to repay to the Operator (or such person nominated by the Operator) the First Deposit Sum (and interest accrued thereon) or such part of the Third Deposit Sum that has not been drawn down by the Council and expended by the Council in carrying out Restoration Provisions works.

FOURTH SCHEDULE

Community Liaison Committee

1. The Owner and Operator covenant with the Council as follows:
 - (a) within four weeks following the grant of Planning Permission to invite the Council to nominate representatives of the local community to serve on the Community Liaison Committee.
 - (b) to convene a meeting of the Community Liaison Committee prior to Commencement of Development and subsequently to convene regular (at least quarterly unless subsequently agreed by the Community Liaison Committee) meetings of the Community Liaison Committee throughout the life of the Development.
 - (c) to provide all practical administrative and secretarial facilities which may be necessary to enable the Community Liaison Committee to function effectively including the provision of a suitable local venue for every meeting notification in advance of every meeting to members and the production and keeping of minutes for every meeting (which shall be available to the public).
 - (d) to appoint and ensure the regular attendance at the Community Liaison Committee of an appropriate representative of the Operator who shall participate fully in the activities of the Community Liaison Committee.
 - (e) Not to Commence or permit Commencement of Development until the provisions of paragraph 1(a)-(d) above have been complied with.
2. The Council covenants to provide the Owner and Operator with reasonable assistance to ensure the proper operation of the Community Liaison Committee as reasonably required.

FIFTH SCHEDULE

Off-Site Water Monitoring Scheme

1. The Owner and Operator covenant with the Council as follows:
 - (a) Prior to Commencement of Development to submit to the Council for approval (such approval not to be unreasonably withheld or delayed) the Off-Site Water Monitoring Scheme, which shall include the following details:
 - (i) Details of the location(s) and nature of the monitoring equipment to be installed to monitor the water levels in the Gresham Drain;
 - (ii) Details of measures to monitor rainfall within the well site;
 - (iii) Details of the frequency of monitoring to be undertaken from the monitoring location(s) for the Gresham Drain and rainfall on site and the submission of the results of the monitoring and an analysis of the results to the Council;
 - (iv) Details of the water levels within the Gresham Drain as previously modelled in the Application and the thresholds over or below which will trigger the implementation of mitigation measures to maintain water levels in the Gresham Drain;
 - (v) Details of the mitigation measures as required to be undertaken to maintain water levels in the Gresham Drain.
 - (b) To implement and adhere to the approved Off-Site Water Monitoring Scheme.
 - (c) Not to Commence or permit Commencement of Development until the Off-Site Water Monitoring Scheme has been submitted to and approved in writing by the Council

EXECUTED as a Deed by

)

Data Protection

ISLAND GAS LIMITED

)

acting by

Director

In the presence of:

Witness (signature):

Data Protection

Witness name :

ROSS SLOVER

Witness address:

7 DOWN ST, LONDON, W15 7AS

.....

EXECUTED as a Deed by)

L. JACKSON AND CO LIMITED)

acting by

Matthew Jackson

Director

Data Protection

In the presence of:

Witness (signature):

Data Protection

Witness name: V

KATIE FRETWELL

Witness address:

ROPEWALK HOUSE, 39A NETHERGATE,
WESTWOODSIDE, DONCASTER, DN9 2DL

The Common Seal of)

THE NOTTINGHAMSHIRE)

COUNTY COUNCIL was hereunto)

affixed in the presence of:-)

Data Protection

Authorised Signatory



SEAL REGISTER
NO. - 43992

The Common Seal of)

DONCASTER BOROUGH COUNCIL)

was hereunto)

affixed in the presence of:-)

No. in Seal Register 65967

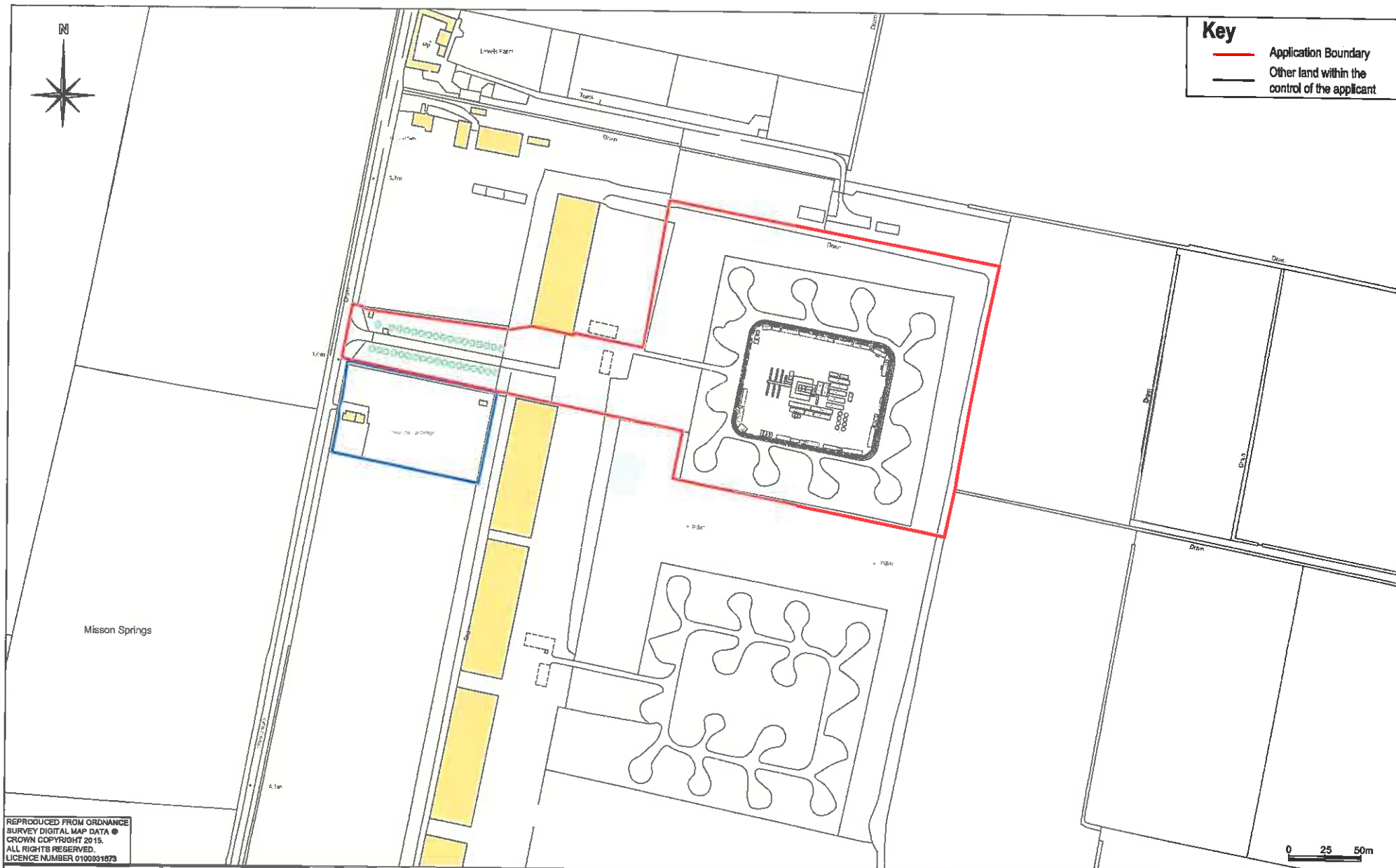
Data Protection

Authorised Signatory



Appendix 1

The Site Plan



Key

— Application Boundary

— Other land within the control of the applicant

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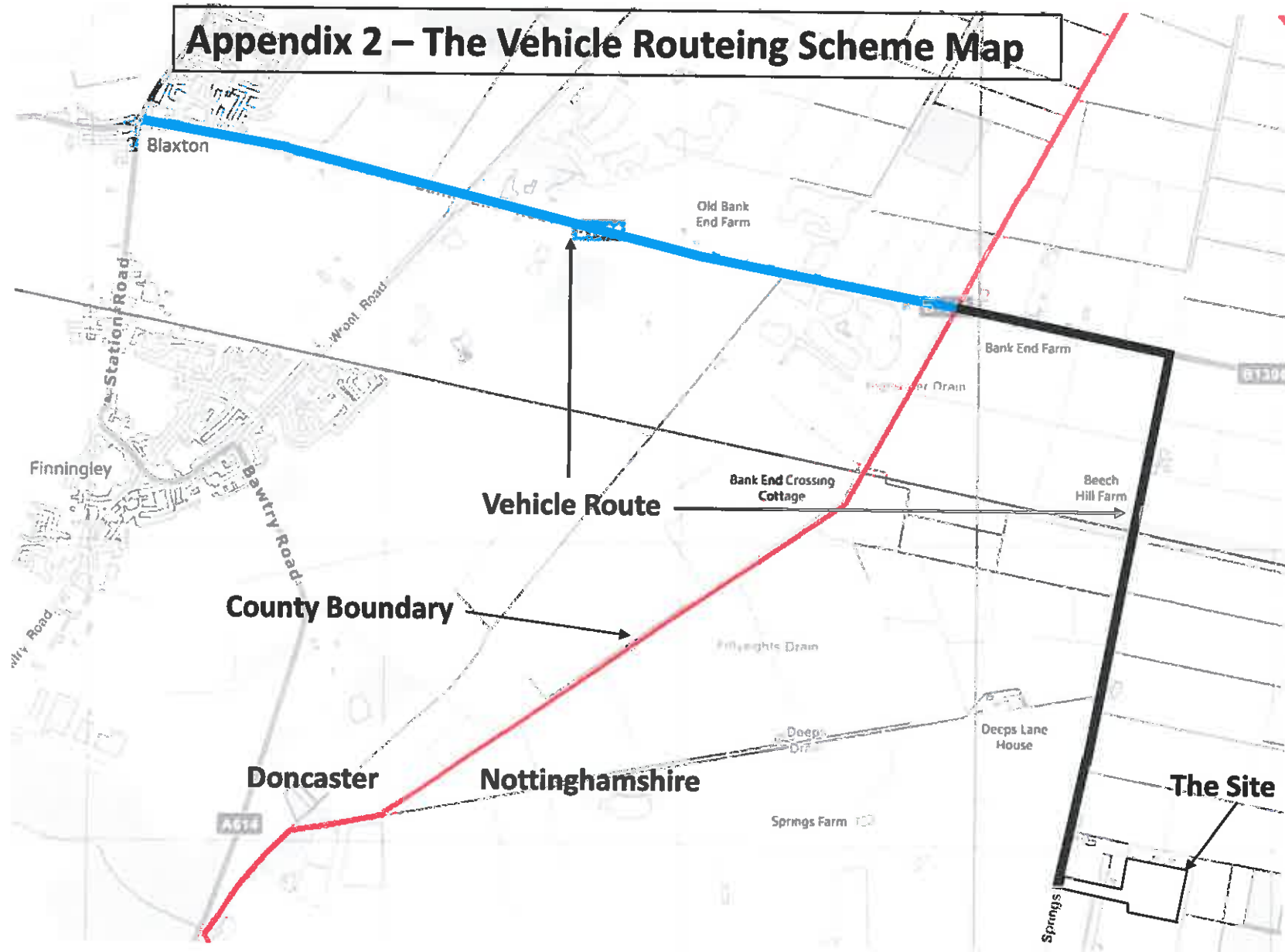
IGas
Energy

Project Title:	IGAS EXPLORATORY WELLSITE SPRINGS ROAD, MISSION		
Client:	ISLAND GAS LIMITED		
Drawing Title:	SITE PLAN		
Drawing Number:	DRAWING 3		
Scale @ A3:	1:2,500	Drawn By:	AJNE
		Date:	28.09.15

Appendix 2

The Vehicle Routeing Scheme Map

Appendix 2 – The Vehicle Routeing Scheme Map



Appendix 3

Draft Cash Deposit Deed

CASH DEPOSIT RESTORATION BOND

This **DEED** is made the day of 2017

Between:-

1. **ISLAND GAS LIMITED** (company registration number 04962079) of Interpark House, 7 Down Street, London W1J 7AJ ("the Operator"); and
2. **THE NOTTINGHAMSHIRE COUNTY COUNCIL** of County Hall, West Bridgford, Nottingham NG2 7QP ("the Council")

Background

1. The Operator and the Council have entered into the Section 106 Agreement (as defined below).
2. The provisions contained in Paragraph 1(a) of the Third Schedule to the Section 106 Agreement require financial security for the Council up to the value of the Deposit Sum (as defined below) in respect of the carrying out of the Restoration Provisions (as defined below).
3. The Operator and the Council have agreed to enter into this Deed in order to regulate the manner in which the Deposit Sum is held and have agreed to observe and perform their respective covenants set out below.

It is agreed as follows:-

1. Definitions and Interpretations

- 1.1 In this Deed the following words and expressions shall have the following meanings:

"Additional Payment" means an additional payment equal to the indexation payable on the Deposit Sum calculated in accordance with the Index and payable in accordance with clause 2.2;

"Bank Account" means a designated interest bearing bank account in the name of the Council which is used solely for the purpose of holding the Deposit Sum;

"Deposit Sum" means together the First Deposit Sum, the Second Deposit Sum and the Third Deposit Sum in the total amount of £650,000.000 (Six Hundred and Fifty Thousand Pounds) index linked to the Index and reviewed in accordance with Clause 6 of this Deed as security for the costs in carrying out the Restoration Provisions works;

"Dispute Resolution Procedure" means the procedure set out in Clause 2.17 of the Section 106 Agreement;

"First Deposit Sum" £120,000.00 (One Hundred and Twenty Thousand Pounds) index linked to the Index;

"Index" means the Building Cost Information Service (BCIS) All-in Tender Price Index produced on behalf of the Department for Business, Energy and Industrial Strategy or in the event of discontinuance any replacement thereof or such

alternative index as may be agreed in writing between the Operator and the Council

"Owner"	L. Jackson and Co Limited;
"Planning Permission"	means planning permission reference 1/15/01498/CDM issued by the Council for the development of a hydrocarbon wellsite and drilling of up to two exploratory hydrocarbon wells (one vertically and one horizontally) by use of a drilling rig together with associated ancillary works on the Site dated 2017;
"Restoration Provisions"	means the provisions for the restoration of the Site comprising Subsurface Restoration and Surface Restoration contained in the conditions attached to the Planning Permission;
"Review Date"	means the second anniversary of Commencement of Development and, if applicable, each subsequent second anniversary until the issue by the Council of a Restoration Provisions Confirmation Notice in respect of the Surface Restoration;
"Review Meeting"	a meeting between the Developer and the Council to discuss the continued adequacy of the Deposit Sum;
"Second Deposit Sum"	£290,000.00 (Two Hundred and Ninety Thousand Pounds) index linked to the Index;
"Section Agreement"	106 means an agreement dated 2017 made between (1) Island Gas Limited (2) L. Jackson and Co Limited (3) The Nottinghamshire County Council and (4) Doncaster Borough Council pursuant to section 106 of the Town and Country Planning Act 1990 relating to the Site, a copy of which is contained in Appendix 1 to this Deed;
"Site"	means land at Springs Road, Misson shown edged red on the Site Plan attached to the Section 106 Agreement;
"Third Deposit Sum"	£240,000.00 (Two Hundred and Forty Thousand Pounds) index linked to the Index;

1.2 Unless otherwise defined within this Deed, the expressions defined in the Section 106 Agreement shall have the same meaning where used in this Deed.

2. **Payment of the Deposit Sum**

2.1 The Operator covenants to pay the Deposit Sum to the Council in the following instalments:

- 2.1.1 the First Deposit Sum shall be paid prior to Commencement of Development;
- 2.1.2 the Second Deposit Sum shall be paid prior to commencement of the Vertical Drilling Operations; and
- 2.1.3 the Third Deposit Sum shall be paid prior to commencement of the Horizontal Drilling Operations.

2.2 The Deposit Sum payable by the Operator to the Council pursuant to this Deed shall be index linked to the Index from the date of this Deed and on the date of the second anniversary of this Deed the Additional Payment shall be payable to the Council and

thereafter on each anniversary thereof until the date of issue of a Restoration Provisions Confirmation Notice so that the Deposit Sum shall be increased in the same proportion as any increase in the Index during the period that the Deposit Sum is held by the Council.

3. Holding of the Deposit Sum

- 3.1 The Council shall place and (subject to Clause 4.1) keep the Deposit Sum on deposit at a clearing bank of its choice in a Bank Account and in calculating the amount available at any time for application by the Council as referred to in Clause 4.1 the Council will take into account (as if deposited with it by the Operator) an amount equal to the interest accrued.
- 3.2 The Bank Account shall be operated upon the instructions of the Corporate Director of Place at the Council or other such person from time to time performing the same or similar functions acting on behalf of the Council and in accordance with the terms of this Deed.

4. Application of the Deposit Sum

- 4.1 The Operator acknowledges that the Council shall (acting reasonably and properly) be entitled to use the Deposit Sum in the circumstances set out in Clause 4.2 to the extent required in order to meet the Council's reasonable costs in either carrying out the Restoration Provisions works or procuring the carrying out by a competent contractor approved by the appropriate authority of the Restoration Provisions works in accordance with prevailing industry guidance the in the event of default by the Operator.
- 4.2 The Council shall only be entitled to use the Deposit Sum for the purposes identified in Clause 4.1 in the following circumstances:
- 4.2.1 the Council has served a Restorations Provisions Breach Notice and the Operator has failed to remedy the breach within a period of 20 working days following the service of the notice or such other period agreed between the Council and the Operator; and
- 4.2.2 the Council has served a Restorations Provisions Default Works Notice and the Operator has failed to remedy the breach within a period of 20 working days following the service of the notice or such other period agreed between the Council and the Operator.
- 4.3 The Council shall give notice to the Operator in the event that the Deposit Sum or any part of it is applied by the Council in accordance with Clause 4.1

5. Repayment of the Deposit Sum

- 5.1 Upon issue by the Council of the Restoration Provisions Confirmation Notice in respect of the Subsurface Restoration the Council shall repay to the Operator (or such person as may be nominated by the Operator) the Second Deposit Sum and the Third Deposit Sum including any Additional Payments (and the interest accrued thereon) or, in the event that the Council has drawn down upon the Second Deposit Sum or the Third Deposit Sum pursuant to Clause 4.1, such part of the Second Deposit Sum and Third Deposit Sum including any Additional Payments held by the Council following the application of the Deposit Sum in accordance with Clause 4.1.
- 5.2 Upon issue by the Council of the Restoration Provisions Confirmation Notice in respect of the Surface Restoration the Council shall repay to the Operator (or such person as may be nominated by the Operator) the First Deposit Sum including any Additional Payments (and the interest accrued thereon) or, in the event that the Council has drawn down upon any part of the First Deposit Sum pursuant to Clause 4.1, such part of the First Deposit Sum including any Additional Payments held by the Council following the application of the Deposit Sum in accordance with Clause 4.1.

6. Review of the Deposit Sum

- 6.1 The Operator and the Council shall hold a Review Meeting on or before each Review Date and shall invite the Owner to attend each Review Meeting.
- 6.2 At each Review Meeting the parties shall discuss any issues affecting the Deposit Sum and whether the Deposit Sum is considered sufficient to discharge the remaining liabilities relating to the Restoration Provisions.
- 6.3 At each Review Meeting the parties may agree to amend the Deposit Sum to reflect increased or decreased costs in relation to the remaining liabilities relating to the Restoration Provisions ("the Revised Deposit Sum").
- 6.4 The Operator shall pay the Council's costs and the Owner's costs (each acting reasonably) associated with the two yearly reviews of the Deposit Sum.
- 6.5 If the parties fail to reach agreement pursuant to Clause 6.3 on either the need to amend the Deposit Sum or the quantum of the Revised Deposit Sum then either party may refer the matter for determination in accordance with Clause 2.17 of the Section 106 Agreement.
- 6.6 Following the agreement or determination of a Revised Deposit Sum pursuant to Clause 6.3 or Clause 6.5 the Operator or the Council shall make a balancing payment to the other party equivalent to the difference between the Deposit Sum and the Revised Deposit Sum.

7. Survival of this Deed

For the avoidance of doubt, the covenants contained in this Deed shall not terminate upon any variation of or modification to the Section 106 Agreement or any variation or modification of the Planning Permission unless expressly agreed by the Parties the execution of a subsequent Deed.

8. Notices

Any notice given pursuant to this Deed shall be in writing and served at the address stated above for the party to whom it is given or at such other address as may have been notified for the purposes of this Clause.

9. Disputes

Any dispute arising between the parties on any matter arising out of this Deed shall be resolved in accordance with the Dispute Resolution Procedure.

10. Governing law and jurisdiction

This Deed shall be governed by the laws of England and Wales and the parties submit to the exclusive jurisdiction of the courts of England and Wales.

This document has been executed as a Deed by the parties hereto and is intended to be and is hereby delivered on the date first written above

Appendix 1

Section 106 Agreement dated

2017

DRAFT

Executed as a Deed by)

ISLAND GAS LIMITED)

acting by

Director

In the presence of:

Witness Signature:

Witness Name

Witness Address

The Common Seal of)

The Nottinghamshire County)

Council was hereunto)

affixed in the presence of:-)

Authorised Signatory

Appendix 4

Draft Planning Permission

Notice of Planning Decision

Town and Country Planning Act 1990

TOWN AND COUNTRY PLANNING (DEVELOPMENT MANAGEMENT PROCEDURE) (ENGLAND) ORDER 2015

TOWN AND COUNTRY PLANNING (ENVIRONMENTAL IMPACT ASSESSMENT) REGULATIONS 2011

APPLICATION REF. NO.: 1/15/01498/CDM

APPLICANT: Island Gas Limited

DEVELOPMENT: To develop a hydrocarbon wellsite and drill up to two exploratory hydrocarbon wells (one vertically and one horizontally) by use of a drilling rig together with associated ancillary works. The proposed development will be carried out in four phases: Phase 1 - wellsite construction; Phase 2 - drilling of up to two exploratory wells for hydrocarbons including potential shale gas (the first one vertical and the second one horizontal); Phase 3 - suspension of wells and assessment of drilling results; Phase 4 - site decommissioning, well abandonment and restoration.

LOCATION: Land off Springs Road, Misson

Following consideration of an application for the above development as shown on the submitted plans, NOTTINGHAMSHIRE COUNTY COUNCIL, in pursuance of their powers under the above Act, hereby

GRANT PLANNING PERMISSION

for the development in accordance with the application, subject to compliance with the attached conditions and for the following reasons.

Failure to comply with the terms of this permission may render the development unlawful.

Date of decision

Authorised to sign on behalf of the County Council

Appeals to the Secretary of State

If you are aggrieved by the decision of the local planning authority to refuse permission for the proposed development or to grant it subject to conditions, then you can appeal to the Secretary of State under section 78 of the Town and Country Planning Act 1990.

If you want to appeal against the local planning authority's decision then you must do so within six months of the date of this notice

Appeals can be made online at:

<https://www.gov.uk/planning-inspectorate>.

If you are unable to access the online appeal form, please contact the Planning Inspectorate to obtain a paper copy of the appeal form on tel: 0303 444 5000.

The Secretary of State can allow a longer period for giving notice of an appeal but will not normally be prepared to use this power unless there are special circumstances which excuse the delay in giving notice of appeal.

The Secretary of State need not consider an appeal if it seems to the Secretary of State that the local planning authority could not have granted planning permission for the proposed development or could not have granted it without the conditions they imposed, having regard to the statutory requirements, to the provisions of any development order, and to any directions given under a development order.

NOTE: THIS PERMISSION REFERS ONLY TO THAT REQUIRED UNDER THE TOWN AND COUNTRY PLANNING ACTS AND DOES NOT INCLUDE ANY CONSENT OR APPROVAL UNDER ANY OTHER ENACTMENT, BYLAW, ORDER OR REGULATION.

STATEMENT OF THE MAIN REASONS AND CONSIDERATIONS ON WHICH THE DECISION IS BASED

The decision notice read as a whole meets the requirements of Regulation 24(1) (c) of the Town and Country Planning (Environmental Impact Assessment) Regulations 2011 (as amended). With respect to Parts (ii) and (iii):

The proposed development is a hydrocarbon well site for the drilling of up to two exploratory hydrocarbon wells, the first vertical and the second horizontal. Planning permission is sought for a temporary period of three years.

The County Council has received substantial objection to the proposed development. At the time of writing a total of 2,630 representations have been received, with 2,624 objecting to the proposed development and 6 in support. In addition, there has been a petition objecting to the proposal with 363 signatures. In addition the results of a survey commissioned by Misson Parish Council identified that of 396 residents surveyed, 87% of people against the application, 4% in favour and 9% undecided. In addition, a number of local and national groups have objected to the proposal, and two have written in support. All representations have been taken into account in coming to the recommendation.

Policy M5.1 (Mineral Exploration) of the Nottinghamshire Minerals Local Plan (MLP) is the key policy against which the development is assessed. The policy states that mineral exploration will be permitted subject to satisfactory environmental, amenity and reclamation safeguards. Policy DM18 (Mineral Exploration) of the new Nottinghamshire Minerals Local Plan submission draft (nMLP) reiterates this position. In addition Policy MP12 (Hydrocarbon Minerals) of the Nottinghamshire nMLP supports hydrocarbon exploration where impacts on the environment or residential amenity are not unacceptable. The safeguards in place have been assessed as sufficient and the impacts would not be unacceptable, as such the proposed development is in accordance with these policies.

In addition to the support provided in the development plan the National Planning Policy Framework (NPPF) gives great weight to the benefits of mineral extraction, including to the economy. In addition, Planning Practice Guidance (PPG) identifies a pressing need to establish, through exploratory drilling, whether or not there are sufficient recoverable quantities of unconventional hydrocarbons, such as shale gas, present to facilitate economically viable full scale production.

Policy M5.2 (Deep Boreholes in Sensitive Areas) of the Nottinghamshire MLP relates to exploratory deep boreholes located in environmentally sensitive areas. Whilst near to, the proposal is not in an environmentally sensitive area. The development is not contrary to Policy M5.2.

The proposal would not use an unnecessary amount of mineral. There would be environmental impacts associated with the development, however, these have been assessed as being acceptable. The proposed development would involve mitigation measures to ensure sensitive working and the site would be restored to its pre-development state. The development would have an impact on nature conservation areas, however, mitigation would be put in place to minimise the impact. Working practices and restoration of the site would protect cultural heritage and there would be no unnecessary sterilisation of mineral resources. As such, the development would be

in accordance with the sustainable development objectives of Policy M2.1 (Sustainable Development Objectives) of the MLP.

Sufficient information has been submitted to enable the MPA to come to a balanced assessment of all relevant factors, in line with Policy M3.1 (Information in Support of Planning Applications) of the MLP.

The proposed development would not unduly affect any other underground mineral resources within the County and is therefore in accordance with Policy M13.6 (Boreholes – Conflicts with other Underground Minerals) of the MLP.

Policy DM1 (Economic Development in the Countryside) of the Bassetlaw Core Strategy (BCS) relates to economic development in the countryside and Policy DM3 (General Development in the Countryside) of the BCS relates to general development in the countryside. The proposal development meets the relevant criteria for both policies.

The proposed development would be on an existing employment site and is deemed to be economic development. As such, it is in accordance with this aspect of Policy DM7 (Securing Economic Development) of the BCS.

Traffic associated with the proposed development would not have an unacceptable impact on the surrounding highways network and measures would be put in place to prevent traffic from using unacceptable routes. In addition mitigation measures through the use of conditions would control mud and deleterious material from contaminating the highway. Given the absence of mineral extraction there is little opportunity for bulk transport of minerals using non-road methods. The proposed development is in accordance with Policies M3.12 (Highways Safety and Protection), M3.13 (Vehicular Movements), M3.14 (Vehicular Routing) and M3.15 (Bulk Transport of Minerals) of the Nottinghamshire MLP; and Policies DM9 (Highways Safety and Vehicle Movements/Routeing) of the nMLP.

In addition to the above, the NPPF makes it clear that development should only be prevented or refused on transport grounds where the residual cumulative impacts of the development are severe. The cumulative transport impacts of the development are not severe.

In order to ensure that vehicles would not use unapproved routes a Section 106 legal agreement would be used to secure a routeing agreement. In addition, a pre-condition survey would be secured through the use of a Section 106 legal agreement to ensure that any highway damage is made good. This approach is in accordance with Policy M3.14 (Vehicular Routeing) of the Nottinghamshire MLP and DM11 (Planning Obligations) of the nMLP.

There would be a degree of harm to heritage assets, specifically the setting of Newlands Farm for a temporary period, however, due to its temporary nature it would not be categorised as substantial in line with the NPPF. The NPPF requires any harm to designated heritage assets to have clear and convincing justification. In this case, the justification is great weight given to mineral extraction in the NPPF and the “pressing need” to establish whether or not there are sufficient recoverable quantities of unconventional hydrocarbons as set out in the PPG.

Whilst the harm to the setting of a heritage asset is noted, in light of the above the proposed development would not be unacceptable and is in accordance with Policies M3.24 (Archaeology), M3.25 (Listed Buildings, Conservation Areas, Historic Battlefields,

and Historic Parks and Gardens) of the Nottinghamshire MLP; and Policy DM6 (Historic Environment) of the nMLP.

Policy DM8 (The Historic Environment) of the BCS identifies a presumption against development that would be detrimental to the significance of a heritage asset. The proposal is in conflict with this policy by way of impact on the setting of a heritage asset. However, this policy does not allow for a balancing of significance verses harm or for the consideration of a clear and convincing justification, in line with paragraph 132 of the NPPF. As such, reduced weight is attributed to this policy in line with the guidance set out in paragraph 215 of the NPPF.

Policy M3.5 (Noise) of the Nottinghamshire MLP states that development will only be granted where noise emissions outside of the boundary of the mineral workings do not exceed acceptable levels; and recommends the use of conditions. Policy DM1 (Protecting Local Amenity) of the nMLP supports minerals development where it can be demonstrated that adverse impacts on amenity, including noise, can be avoided and/or adequately mitigated. In light of the above, subject to conditions, the proposed development meets all the relevant noise thresholds and is in accordance with Policy M3.5 in the Nottinghamshire MLP and DM1 in the Nottinghamshire nMLP.

The PPG sets out specific noise criteria for minerals operations. With full mitigation the proposed development would generate noise levels below the applicable noise thresholds at all of the receptors.

There are no policies in the development plan specifically in relation to vibration (other than for blasting). The proposed development does not involve blasting and there would be no perceptible vibration from drilling activities. It is noted that large volumes of HGV traffic can have an adverse impact in terms of vibration. However, the proposed development would result in an average of 36 HGV movements, at its peak, over a 12 hour working day, or one every 20 minutes. These levels of traffic would not result in unacceptable adverse vibration.

There would be a degree of visual impact from lighting, particularly during Phase 2 drilling operations. However, the light levels reaching residential properties would be secured by condition to ensure they are within acceptable levels. The development would be in accordance with the lighting aspect of Policy DM1 (Protecting Local Amenity) of the nMLP.

The substantial drill rig would have a visual impact (including from lighting), however, given its relatively short duration of nine months, the impact is not considered to be unacceptable and is in accordance with Policy M3.3 (Visual Intrusion) of the Nottinghamshire MLP. Given the nature of the drill rig, little can be done to screen the taller elements of the development. As such, additional screening and landscaping mitigation is not deemed necessary in line with Policy M3.4 (Screening) of the Nottinghamshire MLP.

Impact on landscape character has been considered against Policies M3.22 (Landscape Character) of the Nottinghamshire MLP and DM1 (Protecting Local Amenity) of the Nottinghamshire nMLP. In this case the temporary nature of the development is an ameliorative measure which reduces the impact to an acceptable level. In addition, temporary and reversible nature of the development means that it is not contrary to the landscape element of Policy DM9 (Green Infrastructure; Biodiversity & Geodiversity; Landscape; Open Space & Sports Facilities) of the BCS.

With regard to available alternatives it has to be recognised that wherever a development such as this is located there would almost certainly be landscape impacts as a result of the height of the drill rig. In addition, the need for the proposed development and its temporary nature are factors which allow the development to meet Policy DM5 (Landscape Character) of the Nottinghamshire nMLP.

The proposed development site is not valuable in terms of habitat and the development would not have an unacceptable impact on protected species or regionally or locally designated ecological sites, although a temporary impact on the Misson Training Area LWS is noted. As such, the development is in accordance with Policy M3.20 (Regional and Local Designated Sites) of the Nottinghamshire MLP; and the relevant part of DM4 (Protection and Enhancement of Biodiversity and Geodiversity) of the nMLP.

Subject to conditions the impacts on designated ecological sites in relation to noise, lighting, hydrology and hydrogeology would be acceptable.

The proposed development would have a temporary significant effect on the Misson Training Area SSSI as a result of air emissions from traffic and plant equipment. There is also likely to be some noise impact on the edge of the SSSI, although this is assessed as unlikely to affect its overall integrity. The NPPF states that development should not normally be permitted if likely to have an adverse effect on a SSSI. However, an exception can be made in cases where the benefits of the development, at this location, clearly outweigh the impacts on the SSSI. In this case, whilst there would be a temporary significant effect, it is judged unlikely to have a permanent damaging effect on the notified features of the SSSI and Natural England has not raised an objection. To be weighed against this are the site-specific benefits of developing the site for the proposal, which include the use of previously developed existing commercial land, effective screening, an existing access and rock quality. These site-specific benefits are considered to outweigh clearly the temporary significant effect on the Misson Training Area SSSI. As such, the development is considered to be in accordance with the requirements of the NPPF.

Policy M3.19 of the Nottinghamshire MLP takes a similar approach to the NPPF requiring the reasons for the development to be weighed against the harm to the SSSI. The Policy also provides scope for mitigation to be taken into account. Noting the temporary nature of the development, the benefits of the development are considered to outweigh the harm to the SSSI.

Part B of Policy DM9 (Green Infrastructure; Biodiversity & Geodiversity; Landscape; Open Space & Sports Facilities) of the BCS looks to protect SSSI. Where development would result in adverse impacts on features of recognised importance the Policy requires alternative scheme designs to minimise impacts before the use of mitigation is considered. Policy DM4 of the Nottinghamshire nMLP takes a similar approach that as well as the benefits of the development outweighing the importance of the site, it has to be demonstrated that no suitable alternatives exist. It is judged that there are likely to be other 'reasonably available' sites and therefore, the proposed development does not accord with policies DM9 of the BCS and DM4 of the Nottinghamshire nMLP.

The proposed development would not have an unacceptable risk to ground water or surface water flows, levels or quality. The development is in accordance with Policies M3.8 (Water Environment) of the Nottinghamshire MLP and the relevant section of DM2 (Water Environment and Flood Risk) of the nMLP.

The proposed development would not cause an unacceptable impact on flood flows and flood storage capacity, or on the integrity or function of flood defences and local land drainage systems. It is therefore in accordance with Policy M3.9 (Flooding) of the MLP. In addition, the development would have no material increase in flood risks to communities; flood risk reduction measures would be incorporated in the design of the development; and the use of Sustainable Drainage Systems is not relevant to this proposal given the need for a sealed drainage system. As such, the development meets the relevant requirements of Policy DM2 (Water Resources and Flood Risk) of the nMLP.

Having reviewed the assessment of alternatives it is the view of the MPA that there are other 'reasonably available' sites that are at lower flood risk than the proposed development site. The development does not pass the Sequential Test. As such, the development is contrary to Policy DM12 (Flood Risk, Sewerage and Drainage) of the BCS and SP4 (Climate Change) of the nMLP.

The NPPF is clear that development should not be permitted if there are reasonably available sites appropriate for the proposed development in areas with a lower probability of flooding. However, it has also been assessed that the development would not cause a risk of flooding elsewhere and sufficient measures are in place to protect the well site. Noting that the PPG highlights that ultimately the local planning authority needs to be satisfied in all cases that the proposed development would be safe and not lead to increased flood risk elsewhere, the MPA can conclude that this would be the case. This is a material consideration which needs to be weighed against the Sequential Test not being passed.

It is recognised that the site has military history and there is a risk from Unexploded Ordnance. The developer has considered the level of risk and recommended mitigation measures which include pre-construction and during construction surveying. This has been assessed as appropriate and is in accordance with Paragraph 121 of the NPPF. Notwithstanding this, ultimately the responsibility for safe development rests with the landowner and/or developer as set out in Paragraph 120 of the NPPF.

Subject to the implementation of the dust management plan the proposed development would not result in unacceptable impacts. Paragraph 144 of the NPPF also recommends that unavoidable dust and particle emissions are controlled, mitigated or removed at source. The implementation of the dust management plan would assist with meeting this requirement. Emission impacts associated with vehicles, plant and equipment have been assessed as acceptable. The development is in accordance with Policy M3.7 (Dust) of the Nottinghamshire MLP; and Policy DM1 (Protecting Local Amenity) of the nMLP.

The development would not result in any direct impact on public rights of way and therefore Policy M3.26 (Public Access) of the Nottinghamshire MLP does not apply. Policy DM13 (Sustainable Transport) of the BCS expects development proposals to provide linkages or develop new footways, cycle paths and bridleways, however, this policy is not considered relevant. Paragraph 75 of the NPPF states that planning policies should protect and enhance public rights of way and access. Policy DM7 of the nMLP supports proposals where it can be demonstrated that there would not be an unacceptable impact on the existing rights of way network. There would be no direct impact on any rights of way. There would be minor adverse visual impact, and in one location moderate adverse visual impact, however, such impacts would be temporary and are not considered to be unacceptable.

The proposed development is not judged to have a significant adverse socio-economic impact. There may be some impact on leisure and tourism arising from visual impact but it is not considered significant and would be temporary. There would be no actual material impacts on business operations from the development, and whilst there may be impacts arising from perception this is not quantifiable and specific evidence has not been provided. There would be some job creation and there may be some economic benefit to local business through supply chain spend and from the presence of workers, although this spend is unlikely to be significant and would be for a temporary period. Nevertheless, the NPPF is clear that great weight should be given to this.

The proposed development has been assessed to be in accordance with the public health aspects of relevant policies and the NPPF.

The specific contribution of climate change emissions has not been assessed, however, it is judged that emissions would be limited primarily to those from vehicles and drilling equipment which are considered to be generally small. There would be no emissions relating to well testing. This position is supported by Committee on Climate Change document on 'The compatibility of the UK onshore petroleum with meeting the UK's carbon budgets'. As such, the proposal is not considered to run contrary to the NPPF and the environmental role that planning plays, as set out in Paragraph 7.

There are other potential developments in the surrounding area with which cumulative impacts are possible, however, such impacts would not be significant. As such, the development is in accordance with Policy M3.27 (Cumulative Impacts) of the Nottinghamshire MLP and Policy DM8 (Cumulative Impact) of the Nottinghamshire nMLP.

Following completion of the development the site would be restored back to its original condition, in line with Policy M13.7 of the MLP and paragraph 144 of the NPPF.

In light of the above, there is support for the principle of exploratory drilling in the Nottinghamshire Minerals Local Plan and emerging Nottinghamshire Minerals Local Plan. There is also considerable support for the development from the National Planning Policy Framework and Planning Practice Guidance.

Consideration has been given to impacts relating to traffic and transport; heritage; noise; lighting; landscape and character; ground and surface water; contamination; unexploded ordnance; air quality; rights of way; socio-economic impacts; public health; climate change and cumulative impacts. All have been assessed as being acceptable, or as not being significant and outweighed by the great weight and support that is given to this type of development.

Notwithstanding the above, a temporary significant effect as a result of air emissions from traffic and plant equipment on the Misson Training Area SSSI has been identified. Normally, the NPPF requires planning permission to be refused in such circumstances. However, the NPPF allows an exception to be made where the benefits of the development, at this site, clearly outweigh both the impacts that it is likely to have on the features of the site that make it of special scientific interest and any broader impacts on the national network of Sites of Special Scientific Interest.

There are other reasonably available sites which, if developed as proposed, would likely have less of an impact on the SSSI. This weighs against the proposed development. However, the temporary significant effect is unlikely to cause any permanent damaging effect to the Misson Training Area SSSI and Natural England, the body responsible for

protecting statutorily designated sites, has recommended conditions to ensure no long-term impact. This significantly reduces the weight that is attributed to the impact on the SSSI.

When balancing the fact that there would be no long-term impact on the SSSI against the benefits of the development at the site, those benefits are considered to outweigh clearly the temporary significant effect on the SSSI. Accordingly, the MPA does not consider the temporary impact on the Misson Springs SSSI to be a reason for refusal.

It is the view of the MPA that there are other 'reasonably available' sites with a lower flood risk than the site subject to this application. As such, the proposed development does not pass the sequential test and, in line with the NPPF, should not be permitted. Balanced against this is a conclusion that the development has sufficient measures in place to protect the well site and it would not cause any measurable flood risk elsewhere.

The Planning Practice Guidance sets out that in applying the Sequential Test to individual planning applications, ultimately the local planning authority has to be satisfied in all cases that the proposed development would be safe and not lead to increased flood risk elsewhere. The MPA has come to this conclusion, and that is a significant material consideration which weighs against the fact that the Sequential Test has not been passed. Overall, the MPA does not consider the fact that the Sequential Test has not been passed to be a reason for refusal when it is satisfied that the proposed development would be safe and not lead to increased flood risk elsewhere.

In line with the above, the proposed development is predominantly in accordance with the Development Plan, which has to be read as a whole. There are certain policies, or elements of policies, which the proposed development is not in accordance with, however, there are material considerations which mean that a decision other than in accordance with the policies should be made. Therefore, subject to the conditions set out in Appendix 1, which would ensure that major adverse effects are avoided, reduced and offset, it is recommended that planning permission is granted.

This application was accompanied by an **ENVIRONMENT IMPACT ASSESSMENT**. In accordance with Regulation 3(4) of the Town and Country Planning (Environmental Impact Assessment) Regulations 2011 the Authority hereby states that before granting planning permission they have first taken into consideration the environmental information as defined in Regulation 2 of the same regulations.

STATEMENT OF POSITIVE AND PROACTIVE ENGAGEMENT

In determining this application the Minerals Planning Authority has worked positively and proactively with the applicant by entering into pre-application discussions; scoping the application; and encouraging pre-application community engagement which the applicant acceded to by setting up and facilitating a Community Liaison Group; distributing letters; creating a dedicated website; undertaking public exhibitions and corresponding with County and Parish Councillors, MPs and MEPs, community and business groups, and statutory consultees. The proposals and the content of the Environmental Statement have been assessed against relevant Development Plan policies, the National Planning Policy Framework and Planning Practice Guidance and European Regulations. The Minerals Planning Authority has identified all material considerations; forwarded consultation responses that may have been received in a

timely manner; considered any valid representations received; liaised with consultees to resolve issues and progressed towards a timely determination of the application. Issues of concern have been raised with the applicant, such as impacts in relation to flood risk and site selection, ecology, noise, air quality, traffic, landscape and visual impact and unexploded ordnance and have been addressed through negotiation and the submission of further information. The applicant has been given advance sight of the draft planning conditions and the Minerals Planning Authority has also engaged positively in discussing the preparation of the draft s106 Agreement. This approach has been in accordance with the requirement set out in the National Planning Policy Framework.

SCHEDULE OF CONDITIONS AND REASONS

1. The development hereby permitted shall be begun within 3 years from the date of this permission.

Reason: To comply with the requirements of Section 91 (as amended) of the Town and Country Planning Act 1990.

2. The Mineral Planning Authority (MPA) shall be notified in writing at least 7 days, but not more than 14 days, prior to all of the following:
 - a) Commencement of development/site mobilisation;
 - b) Commencement of Phase 1 (construction);
 - c) Completion of Phase 1 (construction);
 - d) Commencement of Phase 2 (drilling);
 - e) Completion of Phase 2 (drilling);
 - f) Commencement of Phase 3 (evaluation);
 - g) Completion of Phase 3 (evaluation);
 - h) Commencement of Phase 4 (restoration);
 - i) Completion of Phase 4 (restoration).

Reason: Notification is required prior to commencement to assist with the monitoring of the conditions attached to the planning permission and for the avoidance of doubt.

Permission

3. Unless otherwise required pursuant to conditions of this permission, the development hereby permitted shall be carried out in accordance with the submitted application, documents and recommendations of reports, and the following plans:
 - a. Drawing 2 titled 'Site Location Plan' – received by the MPA on 28 October 2015;
 - b. Drawing 3 titled 'Site Plan' – received by the MPA on 28 October 2015;
 - c. Drawing 4 titled 'Existing Site Layout Plan & Topographic Survey' – received by the MPA on 28 October 2015;

- d. Drawing 5 titled 'Existing Site Elevations & Sections' – received by the MPA on 28 October 2015;
- e. Drawing 6 titled 'Existing Site Entrances and Sightlines' – received by the MPA on 28 October 2015;
- f. Drawing 7 titled 'Proposed Site Layout – Phase 1' – received by the MPA on 28 October 2015;
- g. Drawing 8 titled 'Proposed Elevations & Sections – Phase 1' – received by the MPA on 28 October 2015;
- h. Drawing 9 titled 'Proposed Site Fencing Plan' – received by the MPA on 28 October 2015;
- i. Drawing 10 titled 'Proposed Site Drainage Layout' – received by the MPA on 28 October 2015;
- j. Drawing 11 titled 'Indicative Site Layout – Phase 2' – received by the MPA on 28 October 2015;
- k. Drawing 12 titled 'Indicative Site Elevations & Sections – Phase 2' – received by the MPA on 28 October 2015;
- l. Drawing 13 titled 'Acoustic Screening Options Layout – Phase 2' – received by the MPA on 28 October 2015;
- m. Drawing 14 titled 'Acoustic Screening Options Elevations & Sections' – received by the MPA on 28 October 2015;
- n. Drawing 15 titled 'Indicative Lighting Positions Layout' – received by the MPA on 28 October 2015;
- o. Drawing 16 titled 'Proposed Site Layout – Phase 3' – received by the MPA on 28 October 2015;
- p. Drawing 17 titled 'Proposed Elevations and Sections – Phase 3' – received by the MPA on 28 October 2015;
- q. Drawing 18 titled 'Proposed Site Layout – Phase 4' – received by the MPA on 28 October 2015;
- r. Drawing 18 titled 'Proposed Site Elevations and Sections – Phase 4' – received by the MPA on 28 October 2015;
- s. Drawing No. 4178 C 07 Rev B titled 'Cellar Details' – received by the MPA on 26 April 2016;
- t. Planning Application Forms – received by the MPA on 28 October 2015;
- u. Volume 2: Supporting Statement – received by the MPA on 28 October 2015;
- v. Volume 3: Environmental Statement – received by the MPA on 28 October 2015;
- w. Volume 4: Technical Appendices – received by the MPA on 28 October 2015;
- x. Volume 5: Non-Technical Summary – received by the MPA on 28 October 2015;
- y. Submission of Supplementary Information Under Regulation 22 – received by the MPA on 26 April 2016;

- z. Submission of Supplementary Information Requested by Nottinghamshire County Council under Regulation 22 – received by the MPA on 5th July 2016.

Reason: For the avoidance of doubt as to the development that is permitted.

Duration of Operations and Site Restoration

4. This permission shall be for a temporary period only expiring three years following the date of commencement, as notified under Condition 2 a) above.

Reason: To define the duration of the permission.

5. On or before the expiration of the temporary period, as detailed in Condition 4 above, all construction, drilling or evaluation works authorised by this permission shall cease. Thereafter the site shall be cleared of all plant, buildings, machinery and equipment within one month of the cessation of use. The site shall be restored to its original state as shown on Drawing 18 titled 'Proposed Site Layout – Phase 4' – received by the MPA on 28 October 2015. Restoration of the site shall be undertaken in accordance with the details set out within paragraphs 4.5.4 – 4.5.7 of the Environmental Statement: Volume 3 dated October 2015 and shall be completed within six months of the commencement of Phase 4.

Reason: To ensure the proper restoration of the site within an acceptable timescale and in accordance with Policies M5.1 (Mineral Exploration) and M13.7 (Reclamation of Oil and Methane Sites) of the Nottinghamshire Minerals Local Plan (MLP).

6. In the event that construction, drilling or evaluation works cease for a period in excess of 3 months before the expiry of the temporary permission (the date of completion of each phase being notified to the MPA under Condition 2) then, upon written request from the MPA, the site shall be cleared of all plant, buildings, machinery and equipment within one month of the written request. The site shall be restored to its original state as shown on Drawing 18 titled 'Proposed Site Layout – Phase 4' – received by the MPA on 28 October 2015. Restoration of the site shall be undertaken in accordance with the details set out within paragraphs 4.5.4 – 4.5.7 of the Environmental Statement: Volume 3 dated October 2015 and shall be completed within six months.

Reason: To ensure the proper restoration of the site within an acceptable timescale and in accordance with Policies M5.1 (Mineral Exploration) and M13.7 (Reclamation of Oil and Methane Sites) of the Nottinghamshire Minerals Local Plan (MLP).

7. Drilling activity associated with Phase 2 shall not exceed 9 months in total. The operator shall keep daily records of drilling activity and such records shall be supplied to the MPA within two weeks of a request from the MPA.

Reason: To minimise emissions impact on Misson Training Area SSSI, in accordance with Policy M3.19 (Sites of Special Scientific Interest) of the Nottinghamshire MLP.

Drill Rig Details

8. Prior to the commencement of Phase 2 (drilling) details of the drill rig to be used shall be submitted to and approved in writing by the MPA. The details shall include identification of the drill rig to be used and plans showing the drill rig layout and elevations.

Reason: To ensure that the drill rig characteristics are in line with those assessed in the planning application.

Traffic and Transportation

9. Except in the case of emergency when life, limb or property are in danger (such instances which are to be notified in writing to the MPA within 48 hours of their occurrence) all HGV movements for all Phases shall only take place between 07:00 and 19:00 Monday to Friday and 07:00 to 13:00 on Saturdays (with the exception of abnormal loads approved by the MPA under Condition 11). No HGV movements shall take place on Sundays, Public or Bank Holidays.

Reason: In the interests of residential amenity and in accordance with Policy M3.5 (Noise) of the Nottinghamshire MLP.

10. No development shall take place until details of the measures which shall be employed throughout the life of the development to prevent the deposit of mud, clay and other deleterious materials upon the public highway have been submitted to and approved in writing by the MPA. Such measures shall include the following as appropriate:

- a. Sweeping and cleaning of internal access and haul roads;
- b. Provision and use of wheel-cleaning facilities;
- c. Provision and use of lorry sheeting bays;
- d. Provision of wheel cleaning facilities;
- e. Any other facilities as may be deemed necessary;
- f. A timetable for providing the above.

The measures to be employed shall be provided in accordance with the approved timetable and thereafter shall be maintained and used as approved throughout the operational life of the site. In the event that the approved measures do not adequately prevent the deposit of mud, clay and other deleterious materials upon the public highway, then within one week of a written request from the MPA, a scheme including revised and additional measures to be taken in order to prevent the deposit of materials upon the public highway shall be submitted to the MPA for its approval in writing. The additional measures to protect the surrounding roads shall be implemented within a timetable to be agreed in writing by the MPA and thereafter maintained and used at all times.

Reason: Details are required prior to the commencement to ensure that no vehicle shall leave the site in a condition whereby mud or other deleterious

material is carried onto the public highway in accordance with Policy M3.12 (Highways Safety and Protection) of the Nottinghamshire MLP.

11. No development shall take place until a Traffic Management Scheme (TMS) to detail how the applicant will manage vehicles and drivers has been submitted to and approved in writing by the MPA. The TMS shall include details of the following for all Phases of the development:

- a) Abnormal loads including types, numbers, timings and traffic management measures including rail possession and police escort measures as appropriate;
- b) The distribution of average HGV movements throughout the day;
- c) Measures to ensure that abnormal loads and HGVs do not encroach upon highway verges.

The development shall be undertaken in accordance with details contained within the approved TMS for the life of the development.

Reason: Details are required prior to the commencement of development to ensure that vehicular movements can be satisfactorily accommodated by the highway network, would minimise wide vehicle conflict and would not cause unacceptable impact upon amenity, in line with Policy M3.13 (Vehicular Movements) of the Nottinghamshire MLP.

12. The number of HGV movements (including abnormal loads) in connections with the development hereby permitted shall not exceed 60 per day (30 in and 30 out) nor 198 movements (99 in and 99 out) over any 7 day period. The operator shall keep daily records of all HGV movements to and from the site and such records shall be supplied to the MPA in writing within two weeks of a written request for such records being made.

Reason: To enable the MPA to control the development and minimise its impacts on the highway network and amenities of the local area in accordance with Policy M3.13 of the MLP.

Lighting

13. Prior to the commencement of Phase 2 (drilling) a detailed lighting scheme design for Phase 2 shall be submitted to, and approved in writing by, the MPA. The detailed scheme shall demonstrate that:

- a) Light trespass from the proposed development, at all human receptor locations, as identified at Annex E1 of Volume 4 Technical Appendices, is less than 1 Lux;
- b) Light intensity criterion from the proposed development, at all human receptors, does not exceed 500 cd;
- c) Upward lighting ratio from the proposed development does not exceed 2.5%;
- d) Light trespass from the proposed development, at the Misson Training Area SSSI, does not exceed 0.1 Lux;
- e) All lighting is angled downwards and suitably shielded to ensure that it does not result in glare or dazzle to users of the public highway;

- f) Light trespass from the proposed development, at the wooded shelter belts immediately to the north and east shall not exceed the Lux levels shown on drawing 15a titled 'Indicative lighting positions layout phase 2 – with lighting contours' – received by the MPA on 26 April 2016.

The development shall be undertaken in accordance with lighting scheme design for the duration of Phase 2.

Reason: In the interests of protecting residential amenity, highway safety and sensitive habitats and species, and in accordance with Policies M3.3 (Visual Intrusion), M3.12 and M3.19 (Sites of Special Scientific Interest) of the MLP.

Noise

14. Except in the case of emergency when life, limb or property are in danger (such instances which are to be notified in writing to the MPA within 48 hours of their occurrence) the development hereby permitted shall only take place between the hours specified below:

Operations	Monday to Friday	Saturday	Sundays, Public and Bank Holidays
Phases 1, 3 and 4	07:00 – 19:00	07:00 – 13:00	Not at all
Phase 2 (drilling)	24 hours	24 hours	24 hours

Reason: In the interests of residential amenity and in accordance with Policy M3.5 (Noise) of the Nottinghamshire MLP.

15. No development shall take place in Phase 2 (drilling) until details of the drill rig noise mitigation and timings of its implementation have been submitted to, and approved in writing by, the MPA. The noise mitigation shall ensure that night time (22:00-07:00) noise levels, during Phase 2 of the development, do not exceed 42dB LAeq, 1hr at any occupied residential receptor and that daytime and evening (07:00-22:00) do not exceed 55dB LAeq, 1hr at any residential receptor. The submitted information shall include all calculations and noise modelling to justify the plant selection and mitigation strategy. The acoustic mitigation strategy shall be implemented in accordance with the agreed details and timetable throughout Phase 2 (drilling) operations.

Reason: In the interests of residential amenity and in accordance with Policy M3.5 of the Nottinghamshire MLP.

16. Throughout the first full week of drilling operations noise monitoring shall take place at the nearest occupied residential receptor, or at an alternative location approved in writing by the MPA, to ensure that noise levels comply with the night time (22:00-07:00) criterion of 42dB LAeq, 1hr and the day and evening time (07:00-22:00) criterion of 55 dB LAeq, 1hr. The precise location and methodology shall be submitted to, and approved in writing by, the MPA before the commencement of Phase 2. The results of the monitoring shall be submitted to the MPA within 1 week of the monitoring taking place.

Reason: In the interests of residential amenity and in accordance with Policy M3.5 of the Nottinghamshire MLP.

17. In the event of the MPA receiving a justifiable noise complaint, within 1 week of a written request from the MPA, a noise survey shall be undertaken to confirm that noise from the drilling operations comply with the NPPF day time (07:00 – 22:00) criteria of 55dB L_{Aeq, 1hr} and the night time criteria (22:00-07:00hrs) of 42dB L_{Aeq, 1hr}. The location and methodology should be agreed in advance with the MPA and the results submitted to the MPA within 1 week of the monitoring taking place.

Reason: In the interests of residential amenity and in accordance with Policy M3.5 of the Nottinghamshire MLP.

18. During Phase 2 (drilling) noise level resulting from the proposed development shall not exceed 42dB L_{Aeq, 1hr} at Misson Training Area SSSI, with the exception of the areas highlighted in pink on Figures A1-A4 titled Springs Road Wellsite Noise – received by the MPA on 5 July 2016, where noise levels shall not exceed 44dB L_{Aeq, 1hr}.

Reason: To ensure noise impacts to the Misson Training Area SSSI are acceptable in line with Policy M3.19 of the MLP.

19. No development shall commence until a Noise Management Plan has been submitted to and approved in writing by the MPA. The Noise Management Plan shall details of:
- a) the steps to be taken to minimise noise impact of Phases 1, 3 and 4 at nearby receptors and demonstrate that the day and evening time (07:00-22:00) criteria of 55dB L_{Aeq, 1hr} is complied with and how this will be monitored.
 - b) noise mitigation measures, including noise contour modelling, to ensure that the noise levels set out in Condition 18 are met. Should the noise mitigation involve acoustic screening full details of location, length, height and materials used shall be included;
 - c) Noise modelling to demonstrate that the noise levels of the chosen rig, with associated mitigation, do not exceed the noise levels shown on Figures B1 – B4 of Appendix B of Volume 4: Technical Appendices, at the wooded shelter belts immediately to the north and east of the application site and Misson Springs Cottage.
 - d) measures to monitor noise at the SSSI including monitoring locations and methodology and live noise levels to be recorded and relayed to the site where they shall be actively monitored, and in the event that the noise levels set out in Condition 18 are being exceeded, measures are implemented within 24 hours to ensure compliance with Condition 18 including, where necessary, the provision of additional noise mitigation measures or the cessation of operations on site;
 - e) the use of broadband (white noise) reversing alarms for all HGV's under the operator's control.

The Noise Management Plan shall be implemented as approved.

Reason: Details are required prior to the commencement of the development in the interests of residential amenity and in accordance with Policy M3.5 of the Nottinghamshire Minerals Local Plan, to minimise noise impact on bats, and to ensure noise impacts to the Misson Training Area SSSI are acceptable in line with Policy M3.19 of the MLP.

20. Misson Springs Cottage shall not be occupied for residential purposes throughout the lifetime of the development hereby permitted.

Reason: In the interests of residential amenity and in accordance with Policy M3.5 of the Nottinghamshire Minerals Local Plan.

Ecology

21. Phase 1 (construction) and Phase 4 (restoration) operations shall not be undertaken during the bird breeding season (February to August inclusive), except when approved in writing by the MPA and in such circumstances that it can be demonstrated to the satisfaction of the MPA that noise impact on the Misson Training Area SSSI will not have an adverse impact on breeding birds in the SSSI.

Reason: To ensure that breeding birds, particularly Long-Eared Owl, are not adversely affected by the development and in accordance with Policy M3.19 (Sites of Special Scientific Interest) of the Nottinghamshire MLP.

22. Site clearance operations that involve the destruction and removal of vegetation, including felling, clearing or removal of trees, shrubs or hedgerows shall not be undertaken during the months of February to August inclusive, except when an ecological appraisal undertaken by an appropriately qualified person has been submitted to, and approved in writing by, the MPA.

Reason: To ensure that breeding birds are not adversely affected by the development.

23. No development shall take place until a Construction Environment Management Plan (CEMP) has been submitted to and approved in writing by the MPA before any development commences. The CEMP shall incorporate amongst its measures:

- a) Details of a temporary protective fence to prevent accidental ingress into surrounding ecological habitats. The fencing shall be erected prior to the commencement of site construction works and shall be retained throughout the life of the development;
- b) A precautionary working method statement for reptiles based on the methodology set out in 14.6.5 of the Environmental Statement received by the MPA on 28 October 2015;
- c) Measures to ensure the protection of surface waters during construction and restoration. This shall include measures to prevent pollution risks from spillages and the preparation and implementation of an emergency spillage plan;
- d) Drainage arrangements for the site including measures for the discharge/disposal of potentially contaminated water;

- e) Appropriate containment of potential sources of pollution including the placing of them away from watercourses, drainage systems and surface water flows.

The measures contained within the approved CEMP shall be fully implemented for the life of the development.

Reason: Details are required to be submitted prior to the commencement of development to ensure that pollution risks are minimised throughout the life of the development in accordance with Policy M3.8 of the MLP.

24. No development shall take place in Phase 2 until an assessment of emissions from the drill rig and associated plant has been submitted to, and approved in writing by, the MPA. The assessment shall include a review of all practicable emission minimisation measures. The approved measures shall thereafter be implemented for the duration of Phase 2.

Reason: To minimise air quality impacts to the Misson Training Area SSSI in line with Policy M3.19 of the MLP.

25. No development shall take place until a scheme for the monitoring and management of air quality in Misson Training Area SSSI has been submitted to and approved in writing by the MPA. The approved scheme and reporting shall thereafter be carried out for the life of the development.

Reason: Details are required prior to the commencement of development to record air quality changes to the Misson Training Area SSSI in line with Policy M3.19 of the MLP.

26. No development shall take place until a scheme for the establishment of reptile habitat (e.g. refuge/brush piles, artificial hibernacula), its location and timing of provisions has been submitted to and approved in writing by the MPA. The scheme shall thereafter be implemented as approved.

Reason: For the benefit of reptiles in accordance with Policy M3.17 of the MLP. The scheme is required before the development begins to ensure that appropriate habitat is in place from construction commencement.

Dust

27. Dust shall be managed in accordance with the Dust Management Plan set out in Annex C2 of Volume 4 – Technical Appendices of the Environmental Statement – received by the MPA on 28 October 2016.

Reason: To ensure that dust impacts associated with the operation of the development are minimised, in accordance with Policy M3.7 of the Nottinghamshire Minerals Local Plan and to minimise potential adverse impacts to nearby ecological features.

Heritage

28. No development shall take place until details of the measures to be taken to ensure that the heritage significance of the former missile pads are protected during the

course of the development have been submitted to the MPA and approved in writing. The submission shall incorporate:

- a. A non-intrusive examination of the missile pads affected by the compound area including test excavations alongside each base to establish/confirm the depth of construction;
- b. The structural analysis of the missile bases and assessment of their capability for withstanding the loads resulting from the proposals;
- c. Based on the above survey work the submission of a scheme of protection that would ensure the development does not physically damage the missile bases;
- d. The methodology for the complete removal of the development after Phase 4.

The development shall be carried out in accordance with the approved details.

Reason: To ensure the development does not harm the fabric of the identified non-designated heritage asset. The scheme is require before development begins to ensure appropriate protection of the heritage asset is in place for construction works.

Contamination

29. Within 2 months of the commencement of Phase 2 (drilling) a scheme shall be submitted to the MPA for its approval in writing which details the steps to be taken to confirm how following exploratory drilling works and the removal of the well cellar the area will be investigated to confirm that it is free from well drilling contamination, the scheme will confirm how the area will be validated as free from well drilling contamination by intrusive investigation and chemical testing and, the extent and nature of the validation procedure. The works to confirm the presence or otherwise of contamination shall be approved and a report of the investigation including the results of the chemical testing shall be submitted to the MPA for approval in writing. In the event that the report identifies that contamination remains present in the ground, the report shall incorporate additional steps to remediate ground contamination including supplementary testing and investigation which shall be agreed in writing by the MPA and thereafter the additional steps shall be implemented as approved.

Reason: To ensure the site is restored in an uncontaminated condition in accordance with Policy M4.1 of the Nottinghamshire Minerals Local Plan.

30. If, during development, contamination not previously identified is found to be present at the site then no further development shall be carried out until a remediation strategy has been submitted to, and approved in writing by, the MPA. The strategy shall detail how the unsuspected contamination shall be dealt with. The remediation strategy shall be implemented as approved.

Reason: To ensure the protection of site workers and controlled water including the Nottingham Castle Sandstone Principle Aquifer in accordance with Policy M3.8 of the MLP.

31. No development shall take place until an Unexploded Ordnance (UXO) method statement shall be submitted to and approved in writing by the MPA. The method statement shall include details of how all areas of excavation (well cellar and surface water storage tank) will be cleared for the presence of UXO prior to and during excavation, measures to prevent the risk of UXO being triggered by vibration and measures to be taken in the event that UXO is encountered. The development shall be undertaken in accordance with the approved method statement.

Reason: To ensure that risks from unexploded ordnance are understood and appropriately managed. This is required prior to commencement to ensure that appropriate risk reduction measures are in place before any development takes place.

32. No development shall take place until an asbestos method statement has been submitted to, and approved in writing by, the MPA. The method statement shall include details the how all areas of excavation (well cellar and surface water storage tank) will be cleared for the presence of asbestos prior to and during excavation. The development shall be undertaken in accordance with the approved method statement.

Reason: To ensure that risks from asbestos are understood and appropriately managed. This is required prior to commencement to ensure that appropriate risk reduction measures are in place before any development takes place.

33. Any facilities for the storage of oils, fuels or chemicals shall be sited on impervious bases and surrounded by impervious bund walls. The size of the bunded compound shall be at least equivalent to the capacity of the tank plus 10% or, if there is more than one container within the system, of not less than 110% of the largest container's storage capacity or 25% of the aggregate storage containers. All filling points, vents and site glasses must be located within the bund. There must be no drainage through the bund floor or drain.

Reason: To minimise the risk of contamination of controlled waters in accordance with Policy M3.8 of the MLP.

Flooding and Drainage

34. No development shall take place until a surface water drainage scheme for Phase 1 (construction) has been submitted to and approved in writing by the MPA. The scheme shall include details of how surface water will be collected and disposed of. The scheme shall thereafter be implemented as approved.

Reason: To prevent pollution to the drainage ditch network and ensure the protection of Misson Training Area SSSI in accordance with Policies M3.8 (Water Environment) and M3.19 of the MLP.

35. A scheme for the installation of the surface water drainage tank and surface water drainage associated with Phase 2 (drilling), including water level monitoring measures, shall be submitted to, and approved in writing by, the MPA before the

commencement of development. The scheme shall detail the dimensions of the surface water storage tank and how the surface water tank and drainage scheme will be verified to ensure that it is water tight. The scheme shall thereafter be implemented as approved and maintained for as long as required for the development.

Reason: The scheme is required prior to the commencement of the development to ensure the protection of controlled waters including groundwater in the Secondary A aquifer at the surface and to ensure compliance with Policies M3.8 of the Nottinghamshire Minerals Local Plan.

36. The internal finished floor level of all office and staff accommodation shall be set no lower than 4.4 metres above ordnance datum.

Reason: To prevent inundation of office and staff accommodation should a flood event occur, in accordance with the National Planning Policy Framework (NPPF).

37. No development shall commence until an emergency flooding plan has been submitted to, and approved in writing by, the MPA. The scheme shall as a minimum include:

- a) Details of advanced flood warning measures;
- b) Advanced site preparation measures to be undertaken in the event of a flood warning;
- c) Site evacuation measures;
- d) Measures to monitor the surface water drainage system and drainage ditch system in the wider area;
- e) Dedicated named flood wardens who will be on site during all operational hours of the development, responsible for flood safety measures in accordance with emergency flood management plan.

The approved emergency flooding plan shall be relayed to all site workers and shall be implemented for the life of the development.

Reason: Details are required prior to the commencement of development to manage the safety of people using the development in the event of a flood and to ensure compliance with the NPPF.

NOTES TO APPLICANT

- 1. The development hereby permitted must be carried out in accordance with the conditions attached to this planning permission and any approved plans and details. Failure to implement the permission in accordance with the planning conditions and approved details may render the development unlawful and could lead to enforcement action and prosecution.**
- 2. If, at any stage, it becomes necessary to vary any of the approved plans or details you should contact the County Planning Authority in advance of**

implementing any changes to ascertain whether the proposed changes require any further planning approval.

- 3. Where appropriate there is a fee payable currently £97 where a written request is made for the discharge of one or more conditions on the same permission or for confirmation that condition(s) on a permission have been complied with. The fee is payable for each request and not for each condition. When submitting a fee, please provide the planning application reference number making cheques payable to Nottinghamshire County Council and send them to the Planning Support Officer in Planning Services at Nottinghamshire County Council, County Hall, Loughborough Road, West Bridgford Nottingham NG2 7QP.**
- 4. Severn Trent Water advise that although their statutory sewer records do not show any public sewers within the area, there may be other sewers that have been recently adopted under the Transfer of Sewer Regulations 2011. Public sewers have statutory protection and may not be built close to, directly over or diverted without consent and you are advised to contact Severn Trent Water to discuss the proposals.**
- 5. The applicant's attention is drawn to the letter and associated plans from Western Power, dated 9 March 2016, which identified a low voltage network providing electricity to Misson Springs Cottage and to the presence of an 11,000 volt underground cable south of the application site;**
- 6. The applicant's attention is drawn to the letter from the Coal Authority, dated 7 December 2016, which highlights the need for a Deep Borehole Drilling Access Agreement from the Coal Authority prior to undertaking drilling activities. The letter also highlights that drilling would extend into the licence area of Harworth Colliery although it would be taking place beneath the coal measure. However, should the drilling intersect coal seams within the Harworth Colliery licence area then the applicant would need to obtain agreement from UK Coal.**
- 7. The applicant's attention is drawn to the email from Network Rail, dated 26 May 2016, which requires an Asset Protection Agreement to be in place prior to the commencement of development to ensure that any damage caused by the site traffic would be rectified by the developer.**
- 8. The applicant's attention is drawn to the letter from Natural England, dated 4 August 2016, which recommends that noise monitoring is undertaken as close to Misson Training Area SSSI as possible and include noise levels and frequency. Natural England also recommend that to monitor the effect of noise on the SSSI, it would be helpful for the monitoring results to be combined with observations on bird breeding behaviour. It is suggested that the developer may wish to assist local groups in undertaking such observations.**
- 9. Where pre-commencement conditions may be specified in this decision notice, the justification as to why such conditions are imposed and need to**

be discharged prior to the commencement of development is stated in accordance with Article 35 of The Town and Country Planning (Development Management Procedure) (England) Order 2015.

- 10. Your attention is drawn to the Standing Advice from The Coal Authority dated 1 January 2017, set out below.**

DN6-20

IMPORTANT NOTICE: STANDING ADVICE

Planning Application Consultations with the Coal Authority

The proposed development lies within a coal mining area which may contain unrecorded coal mining related hazards. If any coal mining feature is encountered during development, this should be reported immediately to the Coal Authority on 0345 762 6848.

Further information is also available on the Coal Authority website at:

www.gov.uk/government/organisations/the-coal-authority

This Standing Advice is valid from 1st January 2017 until 31st December 2018

Appendix 5

The Doncaster Dilapidation/Safety Schedule

B1396 Bank End Road, Doncaster - The Old Rocket Site, Misson Springs, Doncaster DN10 6ET.									
Highways delapidation surveys and highways safety inspections.									
	Event			Action					
				E1 = Pre-works Base-line Survey by Highways Engineer 20 days pre-start			E1		
Stage 1	Construct the well on site over 6-8 weeks. Attracting circa 36 HGV movements per day.			6-8 weeks					
Action				S = mid/end Stage highway safety inspection by an accredited highway inspector.					
Stage 2	Initial mobilisation - rig delivery over 1 week. Attracting 12 abnormal loads.			1-week					
Action				E2 = Post-rig delivery Dilapidation Review by Highways Engineer					
Stage 3	Drilling Operations over 7-8 months. Attracting circa 10 HGV movements per day.			7-8 months					
Action				S = 2-monthly highway safety inspection by an accredited highway inspector.					
Stage 4	Demobilisation - rig removal over 1 week. Attracting 12 abnormal loads.			1-week					
Action				E3 = Post-rig Dilapidation Survey by Highways Engineer					
Stage 5	Deconstruct the well over 6-8 weeks. Attracting circa 36 HGV movements per day.			6-8 weeks					
Action				S = 2-monthly highway safety inspection by an accredited highway inspector.					
Notes:-									
1	The cost of the Engineer's surveys E1, E2 and E3 to be charged to the Developer at a rate of £51.97 per hour. Estimated time per survey = 1-2 hours +travel+administration.								
2	The cost of the highways safety inspections (S) can be absorbed by Doncaster Council in conjunction with their periodic inspections programme.								