

- NOTES
- FARMYARDS/RESIDENTIAL DWELLINGS
  - WOODLAND
  - STEEP SLOPES (> 1 IN 7)
  - ON SITE LANDFILL (FROM EA)
  - ON SITE MG (GROUNDSURE)
  - BACKFILLED OPENCAST COAL & SANDSTONE QUARRIES (GEOL PLAN)
  - COLLIERY SPOIL, LANDFILL & RAIL EMBANKMENTS (GEOL PLAN)
  - SURFACE WATERS
  - REGIONAL GAS MAIN (approximate route)
  - CULVERT (based on Groundsure plan)
  - O/H ELECTRICITY CABLES (based on topo information only)
  - SHAFT
  - ADIT
  - APPROXIMATE SITE BOUNDARY
  - APPROXIMATE PHASE 1 BOUNDARY

REV.	DESCRIPTION	DATE



info@lithos.co.uk  
www.lithos.co.uk  
Tel 01937 545330



FOR TITLE

DEWSBURY RIVERSIDE

DRAWING TITLE

SITE CONSTRAINTS

DRAWN	MAR	DATE	06 04 16	STATUS	FOR COMMENT
CHECKED	REG	DATE	06 04 16	DRAFT	<input type="checkbox"/>
SCALE	1: 5000	SHEET	A1	DRAWING NO.	2336/8
REVISION					

## Appendix C

### Commission

002/2336/REG

4<sup>th</sup> December 2015

Mr A Rose  
Spawforths  
Junction 41 Business Court  
East Ardsley  
Leeds  
WF3 2AB



Registered in England 07068066

Parkhill  
Wetherby  
West Yorkshire  
LS22 5DZ

T 01937 545 330

[www.lithos.co.uk](http://www.lithos.co.uk)

Dear Andrew

## Dewsbury Riverside

Further to your recent invitation, please find below our proposal for undertaking a geotechnical and environmental desk study appraisal of the above land. It is understood that Miller Homes are promoting a sustainable urban extension to the south of Dewsbury, on a large parcel of land of (c. 160 hectares) and the majority is currently in agricultural use. The vision for this site will see the delivery of 4,000 plus new homes.

Brief examination of the relevant geological map suggests the site is mostly directly underlain by Coal Measures bedrock, although there is an area of Glaciofluvial deposits shown in the north east. Several coal seams outcrop across the site, including: First Brown Metal (0.3 to 0.7m thick); Second Brown Metal/Old Hards (0.3 to 0.7m); Third Brown Metal/Stone coal (0.2 to 0.6m); New Hards /Middleton Main (0.2 to 0.4m); Wheatley Lime (0.7 to 1.2m); Green Lane (0.3 to 0.7m).

Encia Consulting's desk study (Ref. 9517/1, dated June 2008) only considers about 20 ha of land in the north of the current area of interest. The Report notes:

- A stream flows north in the east of the site.
- Abandonment Plans show workings beneath the site at shallow depth in the Green Lane Coal, New Hards Coal and the Old Hards Coal (Second Brown Metal).
- Five shafts are shown in the east of the site on abandonment plans, with the adits shown immediately beyond the western site boundary dipping below the site.
- The site is recorded as being within the boundary of past opencast mining works, as confirmed by the abandonment plans.
- There are known landfills on site, associated with Thornhill Power Station and backfilled opencast.
- An underground high pressure (17 bar) gas main crosses the west of the site, from north to south. High voltage overhead power lines and pylons cross north to south in the west and the east of the site.
- A pumping station, though to be owned by the Coal Authority, is located in the south-east.

This site is mostly located within Coal Mining Development High Risk Areas (an area with specific mining legacy risks to the surface, including mine entries; shallow coal workings etc), and therefore a mining report will be obtained. Our report will include a mining risk assessment (desk-based) that should satisfy the Coal Authority.

Due to the presence of shallow coal the Local Authority at may consider the site to lie within a Mineral Safeguarding Area. As a consequence of this and the NPPF, the Local Authority may require your Client to consider the opportunity to recover (extract) the coal. Our report will include a preliminary assessment of the feasibility of coal extraction.



Environmental search data and historical maps (obtained from Landmark or Groundsure), will be reviewed in order to determine whether any past land uses have had any effect on the proposed development.

Our work will include:

- a site walkover and inspection
- an assessment of the land use history
- determination of the site's environmental setting
- assessment of anticipated ground conditions, including potential contaminants
- assessment of anticipated foundation and engineering issues associated with redevelopment for a residential end-use
- provision of recommendations for an appropriate ground investigation

Our report will include preliminary recommendations with respect to mining, foundations, contamination and hazardous gas. Our report will be in a format familiar to Kirklees Council, and therefore suitable for submission in support of an outline planning application.

It is anticipated, allowing for receipt of statutory search information that a final bound report will be available within 4 weeks of receiving your written instruction to proceed. Our lump sum fee for provision of this report is £ plus VAT.

We will need a Promap or topo survey in CAD format, to provide a base plan for technical drawings etc.

This work will be undertaken in accordance with our Standard Terms and Conditions, a copy of which are enclosed.

It is hoped the above is sufficient for your present needs. However, should you require any further information, please contact the undersigned.

Yours sincerely

A handwritten signature in dark ink, appearing to read "Mark Perrin", written in a cursive style.

Mark Perrin  
Director

**for and on behalf of**  
**LITHOS CONSULTING LIMITED**

**DEFINITIONS AND INTERPRETATION**

- 1.1 In this Agreement, unless the context otherwise requires, the following words and expressions have the following meanings:

"Agreement" shall mean these Terms (entitled "Terms and Conditions for the Appointment of Lithos Consulting"), the Proposal, any document recording the Client's unequivocal acceptance of the Proposal and any other documents or parts of other documents expressly referred to in any of the foregoing;

"Client" shall mean the party for whom the Services are being provided by Lithos;

"Documents" shall mean all documents of any kind and includes plans, drawings, reports, programmes, specifications, Bills of Quantities, calculations, letters, e-mails, faxes, memoranda, films and photographs (including negatives), or any other form of record prepared or provided or received by, or on behalf of Lithos, and whether in paper form or stored electronically or on disk, or otherwise;

"Lithos" shall mean Lithos Consulting Limited whose registered office is at Parkhill, Walton Road, Wetherby, West Yorkshire, LS22 5DZ.

"Intellectual Property" includes all rights to, and any interests in, any patents, designs, trade marks, copyright, know-how, trade secrets and any other proprietary rights or forms of intellectual property (protectable by registration or not) in respect of any technology, concept, idea, data, programme or other software (including source and object codes), specification, plan, drawing, schedule, minutes, correspondence, scheme, programme, design, system, process logo, mark, style, or other matter or thing, existing or conceived, used, developed or produced by any person;

"Parties" shall mean the Client and Lithos

"Project" shall mean the project described in the Proposal and any enquiry from the Client on which Lithos has based its Proposal;

"Proposal" means the offer document prepared by Lithos in response to an enquiry or otherwise, in connection with the proposed provision of the Services;

"Services" means the work and services relating to the Project to be provided by Lithos pursuant to the Agreement and as set out in the Proposal and shall include any additions or amendments thereto made in accordance with these Terms;

"Terms" means these terms entitled "Lithos Consulting Terms of Appointment".

- 1.2 Words importing the singular only shall also include the plural and vice versa, where the context requires.
- 1.3 Words importing persons or parties shall include firms, corporations and any organisation having legal capacity and vice versa, where the context requires; and words importing a particular gender include all genders.
- 1.4 The sub-headings to the clauses of these Terms are for convenience only and shall not affect the construction of the Agreement.
- 1.5 A reference to legislation includes that legislation as from time to time amended, re-enacted or substituted and any Orders in Council, orders, rules, regulations, schemes, warrants, by-laws, directives or codes of practice issued under any such legislation.
- 1.6 In the event of conflict between the documents forming part of the Agreement, the Proposal shall prevail, followed by the Terms.

**2 APPOINTMENT**

- 2.1 The Client agrees to engage Lithos and Lithos agrees to provide the Services in accordance with the provisions of the Agreement.

**3 OBLIGATIONS OF LITHOS**

- 3.1 Lithos shall perform the Services using the reasonable standard of skill and care normally exercised by similar professional Environmental firms in performing similar services under similar conditions.
- 3.2 Lithos shall use all reasonable endeavours to perform the Services in accordance with all relevant environmental and safety legislation.

**4 OBLIGATIONS OF THE CLIENT**

- 4.1 Throughout the period of this Agreement the Client shall afford to Lithos or procure the affording to Lithos of access to any site where access is required for the performance of the Services.
- 4.2 The Client accepts responsibility for ensuring that Lithos is notified in writing of all special site and/or plant conditions, including without prejudice to the generality of the foregoing, the existence and precise location of all underground services, cables, pipes, drains or underground buildings, constructions or any hazards known or suspected by the Client, which the Client shall clearly mark on the ground or identify on accurate location plans supplied to Lithos prior to the commencement of the Services. The Client shall also inform Lithos in writing of any relevant operating procedures including any site safe operating procedures and any other regulations relevant to the carrying out of the Services. The Client shall indemnify Lithos against all costs, claims, demands and expenses arising as a result of any non-disclosure in this respect, including but not limited to indemnification against any action brought by the owner of the land or otherwise.
- 4.3 If the Client discovers any conflict, defect or other fault in the information or designs provided by Lithos pursuant to the Agreement, he will advise Lithos in writing of such defect, conflict or other fault and Lithos shall have the right to rectify the same or where necessary, to design the solution for rectification of any works carried out by others pursuant the conflicting, defective or in any other way faulty information or designs.

**5 INTELLECTUAL PROPERTY**

- 5.1 The copyright in all Intellectual Property prepared by or on behalf of Lithos in connection with the Project for delivery to the Client shall remain vested in Lithos.
- 5.2 The Client shall have a non-exclusive licence to copy and use such Intellectual Property for purposes directly related to the Project. Such licence shall enable the Client to copy and use the Intellectual Property but solely for its own purposes in connection with the Project and such use shall not include any licence to reproduce any conceptual designs or professional opinions contained therein nor shall it include any licence to amend any drawing, design or other Intellectual Property produced by Lithos.
- 5.3 Should the Client wish to use such Intellectual Property in connection with any other works or for any other purpose not directly related to the Project or wish to pass any Intellectual Property to any third party, it must obtain the prior written consent of Lithos. The giving of such consent shall be at the discretion of Lithos and shall be upon such terms as may be required by Lithos. Lithos shall not be liable for the use by any person of such Intellectual Property for any purpose other than that for which the same were prepared by or on behalf of Lithos.
- 5.4 Ownership of any proposals submitted to the Client that are not subsequently confirmed as part of the Services to be provided for the Client remain with Lithos and such proposals must not be used as the basis for any future work undertaken by the Client or a third party and no liability can be accepted howsoever arising from such proposals.
- 5.5 In the event of the Client being in default of payment of any fees or other amounts due, Lithos may suspend further use of the licence on giving 2 days' notice of the intention to do so. Use of the licence may be resumed on receipt of the outstanding amounts.

**6 TITLE**

- 6.1 Lithos shall transfer only such title or rights in respect of the Documents as it has, and if any part is purchased from a third party Lithos shall transfer only such title or rights as that party had and has transferred to Lithos.
- 6.2 Title in the Documents shall remain with and shall not pass to the Client until the amount due under the invoice(s) (including interest and costs) has been paid in full.
- 6.3 Until title passes, the Client shall hold the Documents as bailee for Lithos and shall store or mark them so that they can at all times be identified as the property of Lithos.
- 6.4 At any time before title passes (save and except where payment is not due), but only after prior consultation with the Client, Lithos may without any liability to the Client repossess and use or sell all or any of part of the Documents and by doing so terminate the right of the Client to use, sell or otherwise deal in the Documents.
- 6.5 Lithos may maintain an action for the price of the Documents notwithstanding that title in them has not passed to the Client.

**7 CONFIDENTIALITY**

- 7.1 Lithos undertakes not to divulge or disclose to any third party without the written consent of the Client information which is designated confidential by the Client or which can reasonably be considered to be confidential and arises during the performance of the Services unless required to do so by law or necessary in the proper performance of its duties in relation to the Project, or in order to make full frank and proper disclosure to its insurers or intended insurers, or to obtain legal or accounting advice.
- 7.2 Subject to the above, Lithos shall be permitted to use information related to the Services it provides in connection with the Project for the purposes of marketing its services and in proposals for work of a similar type.

**8 THIRD PARTIES**

- 8.1 The Agreement or any part thereof or any benefit or interest thereunder may not be assigned by the Client without the prior written consent of Lithos. The giving of such consent shall be at the discretion of Lithos and Lithos will only agree to an assignment on its terms and in return for payment of a fee by the Client to Lithos to cover Lithos's legal and other costs associated with any assignment.
- 8.2 The Agreement shall not confer and shall not purport to confer on any third party any benefit or any right to enforce any term of this Agreement for the purposes of the Contracts (Rights of Third Parties) Act 1999 or otherwise.
- 8.3 Lithos will consider and may consent to any request from the Client for Lithos to enter a collateral warranty with a third party with regard to the Services provided under the Agreement. The giving of such consent shall be at the discretion of Lithos and Lithos will only enter a collateral warranty on its terms and in return for payment of a fee by the Client to Lithos to cover Lithos's legal and other costs associated with any collateral warranty.

**9 INSURANCE**

- 9.1 Lithos warrants to the Client that there is in force a policy of Professional Indemnity insurance covering its liabilities for negligence under this Agreement, with a limit of indemnity of £5,000,000 (FIVE MILLION POUNDS) any one claim, save for pollution and contamination claims and asbestos claims both of which carry £2,000,000 (TWO MILLION) in the aggregate cover. This policy is annually renewable and whilst renewal is not automatic, Lithos agrees to use reasonable endeavours to maintain such insurance at all times until six years from the date of the completion (or termination) of the Services under the Agreement, provided such insurance is available at commercially reasonable rates having regard, inter alia, to premiums required and policy terms obtainable.
- 9.2 If for any period such insurance is not available at commercially reasonable rates, Lithos shall forthwith inform the Client and shall obtain in respect of such period such reduced level of Professional Indemnity insurance as is available and as would be fair and reasonable in the circumstances for Lithos to obtain.

**10 LIMITATIONS ON LIABILITY**

- 10.1 Unless otherwise agreed in writing, Lithos's liability under or in connection with the Agreement whether in contract, tort, negligence, breach of statutory duty or otherwise (other than in respect of personal injury or death) shall be limited to and shall not exceed the lesser of either five million pounds in the aggregate (unless it is a pollution, contamination or asbestos claim in which case it is two million pounds in the aggregate) or 10 times the total value of invoices issued to the Client for consultancy work instructed under the Agreement.
- 10.2 No action or proceedings under or in respect of the Agreement whether in contract, tort, negligence, under statute or otherwise shall be commenced against Lithos after the expiry of a period of six years from the date of the completion (or termination) of the Services under the Agreement.
- 10.3 Whilst Lithos will scan all potential exploratory locations with a Cable Avoidance Tool, Lithos shall not be liable for any damage to underground services, cables, pipes, drains or underground buildings, constructions and the like which were either not marked on site or for which accurate plans were not provided.
- 10.4 Lithos shall not be liable for the cost of rectifying any defect, conflict or other fault in the information or designs provided by Lithos or for the cost of designing a solution for and rectifying any subsequent works carried out by others pursuant to the conflicting, defective or in any other way faulty information or designs, unless Lithos has been advised in writing of the same by the Client and has been given the opportunity to rectify the same or where necessary, to design the solution for rectification of any subsequent works carried out by others pursuant to the same.

**11 PAYMENT**

- 11.1 Invoices for services rendered will be submitted for payment in accordance with the Proposal.
- 11.2 The due date for payment is the date of the invoice and the final date for payment is 28 days from the date of the invoice.
- 11.3 If the Client disputes the amount included for payment in an invoice a written notice must be served on Lithos by the Client not later than 14 days before the final date for payment. If no notice is given the amount due shall be the amount stated in the invoice.
- 11.4 In the event of failure on the part of the Client to pay any monies in accordance with the foregoing payment provisions, Lithos will be entitled to charge interest on any monies owed to it by the Client, such interest to be at a rate of 8% above the base rate of a clearing bank from time to time calculated from the final date for payment to the date of actual payment on a compound basis.

**12 DELAY**

- 12.1 Lithos will comply with any timescale agreed for completion of the Services unless delayed or prevented by circumstances beyond its reasonable control and in the event of any such circumstances arising Lithos undertakes to complete the Services within a reasonable period, but will not be liable to the Client for any delay as a result.

**13 TERMINATION**

- 13.1 The Agreement may be determined by either party in the event of the other making a composition or arrangement with its creditors, becoming bankrupt, or being a company, making a proposal for a voluntary arrangement for a composition of debts, or has a provisional liquidator appointed, or has a winding-up order made, or passes a resolution for voluntary winding-up (except for the purposes of a bona fide scheme of amalgamation or reconstruction), or has an administrator or an administrative receiver appointed to the whole or any part of its assets. Notice of determination must be given to the party which is insolvent by the other party.
- 13.2 If for any reason the performance of the Services by Lithos is suspended for a period in excess of three calendar months then Lithos shall be entitled to determine its appointment in respect of the Services by seven days written notice to the Client.
- 13.3 If the Client shall fail to pay in full any sum due under the terms of the Agreement by the final date for payment for that sum and no effective notice of intention to withhold payment has been issued, Lithos may serve written notice on the Client demanding payment within 14 days of such notice. If the Client shall fail to comply with such notice, Lithos shall be entitled to terminate its employment under the Agreement forthwith.
- 13.4 Any determination of the appointment of Lithos howsoever caused shall be without prejudice to the right of Lithos to require payment for all services performed up to the date of such determination including but not limited to payment of a fair and reasonable proportion of any figure identified in the Proposal or otherwise for fees in respect of a particular service which Lithos has started, but not completed.

**14 NOTICES**

- 14.1 Any notice provided for in the Agreement shall be in writing and shall be deemed to be properly given if delivered by hand or sent by first class post to the address of the relevant party as may have been notified by each party to the other or, in the absence of notification, to the address of Lithos set out above or to the registered address of the Client.
- 14.2 Such notice shall be deemed to have been received on the day of delivery if delivered by hand or on the second working day after the day of posting if sent by first class post.

**15 ENTIRE AGREEMENT**

- 15.1 The Agreement constitutes the complete and entire agreement between the Client and Lithos with respect to the Services and supersedes any prior oral and/or written warranties, terms, conditions, communications and representations, whether express or implied and any claim against Lithos in respect of the Services can only be made in contract under the provisions of the Agreement and not otherwise under the law or tort or otherwise.
- 15.2 No amendments, modifications or variation of the Agreement shall be valid unless made in writing and agreed to by both the Client and Lithos; such agreement must be recorded in writing by at least one of the Parties.
- 15.3 Lithos will not be bound by any standard or printed terms or conditions furnished by the Client in any of its documents unless Lithos specifically states in writing separately from such documents that it dispenses such terms and conditions to apply.

**16 DISPUTES AND GOVERNING LAW**

- 16.1 The Agreement shall be governed by and construed in accordance with English law and the Parties irrevocably and unconditionally submit to the jurisdiction of the English Courts.
- 16.2 Where the Housing Grants, Construction and Regeneration Act 1996 applies, any dispute between the Parties may be referred to adjudication in accordance with The Scheme for Construction Contracts Regulations 1998 or any amendment or modification thereof being in force at the time of the dispute, as applicable to England, Wales, Scotland and Northern Ireland.

**Reg**

---

**Subject:** FW: Dewsbury Riverside - SI opportunity

**From:** Andrew Rose [<mailto:Andrew.Rose@spawforths.co.uk>]

**Sent:** 17 December 2015 15:17

**To:** Reg

**Subject:** RE: Dewsbury Riverside - SI opportunity

Mark,

I am pleased to confirm your instruction for site investigation per your email of 7 December 2015 and quote dated 4 December 2015.

Please can let me know your anticipated timescales.

We are holding a team meeting on Wednesday 6<sup>th</sup> January 2015 at 2pm, if you are able to attend it would be a useful introduction.

Please can you invoice Tim Williams at Miller Homes per your usual arrangements.

Kind regards

ANDREW ROSE

Associate: Chartered Town Planner

Phone: 01924 873873 Mobile: 07500 524407

---

**From:** Reg [<mailto:Reg@lithosconsulting.co.uk>]

**Sent:** 07 December 2015 14:22

**To:** Andrew Rose

**Subject:** Dewsbury Riverside - SI opportunity

Andrew

Thanks for your enquiry; our fee proposal for a robust Desk Study is attached.

Obviously this is a huge site and we're keen to be involved. The search fees alone are around £\*\*\* (cf c. £\*\*\* for a "normal" site), and it'll take at least a day to walk the area. It is possible that someone might be prepared to "discount" their initial fee in an attempt to secure the subsequent work, and I'd appreciate the opportunity to discuss this if you feel it appropriate.

You'll no doubt be aware of our capabilities and solid reputation, especially with housebuilders. Indeed Millers are one of our top Clients.

I believe a significant benefit of appointing Lithos, to yourselves and your client, would be the heavy involvement of very experienced staff such as myself.

Any queries, please call.

Mark Perrin

**Lithos Consulting Ltd**

M 07703 396635

DD 01937 545 331

[www.lithos.co.uk](http://www.lithos.co.uk)

---

**From:** Andrew Rose [<mailto:Andrew.Rose@spawforths.co.uk>]

**Sent:** 30 November 2015 16:28

**To:** Reg

**Subject:** Dewsbury Riverside - SI opportunity

Hi Mark,

Further to our conversation earlier, please find attached brief, redline and indicative masterplan for the SI proposal.

The SI referred to is available on the this link as it is 25MB:

<https://www.hightail.com/download/ZWJVb24wNkdnYVBIRHNUQw>

If there are any queries, please do not hesitate in contacting me.

Kind regards

ANDREW ROSE

Associate: Chartered Town Planner

BSc (Hons), MSc, PG DIP, MRTPI



Junction 41 Business Court, East Ardsley, Leeds, WF3 2AB

Main: 01924 873873 Fax: 01924 870777

Direct: - Email: [andrew.rose@spawforths.co.uk](mailto:andrew.rose@spawforths.co.uk)

Mobile: 07500 524407 Web: [www.spawforths.co.uk](http://www.spawforths.co.uk)

**Appendix D**  
**Historical OS Plans**

#### Site Details:

RAVENSTHORPE ROAD,  
DEWSBURY, WF12 9EE

Client Ref: PO10052\_glm\_2336  
Report Ref: GS-2664265\_SS\_  
Grid Ref: 423000, 419288

Map Name: County Series

Map date: 1854

Scale: 1:10,560

Printed at: 1:10,560



Surveyed 1851  
Revised N/A  
Edition 1855  
Copyright N/A  
Levelled N/A

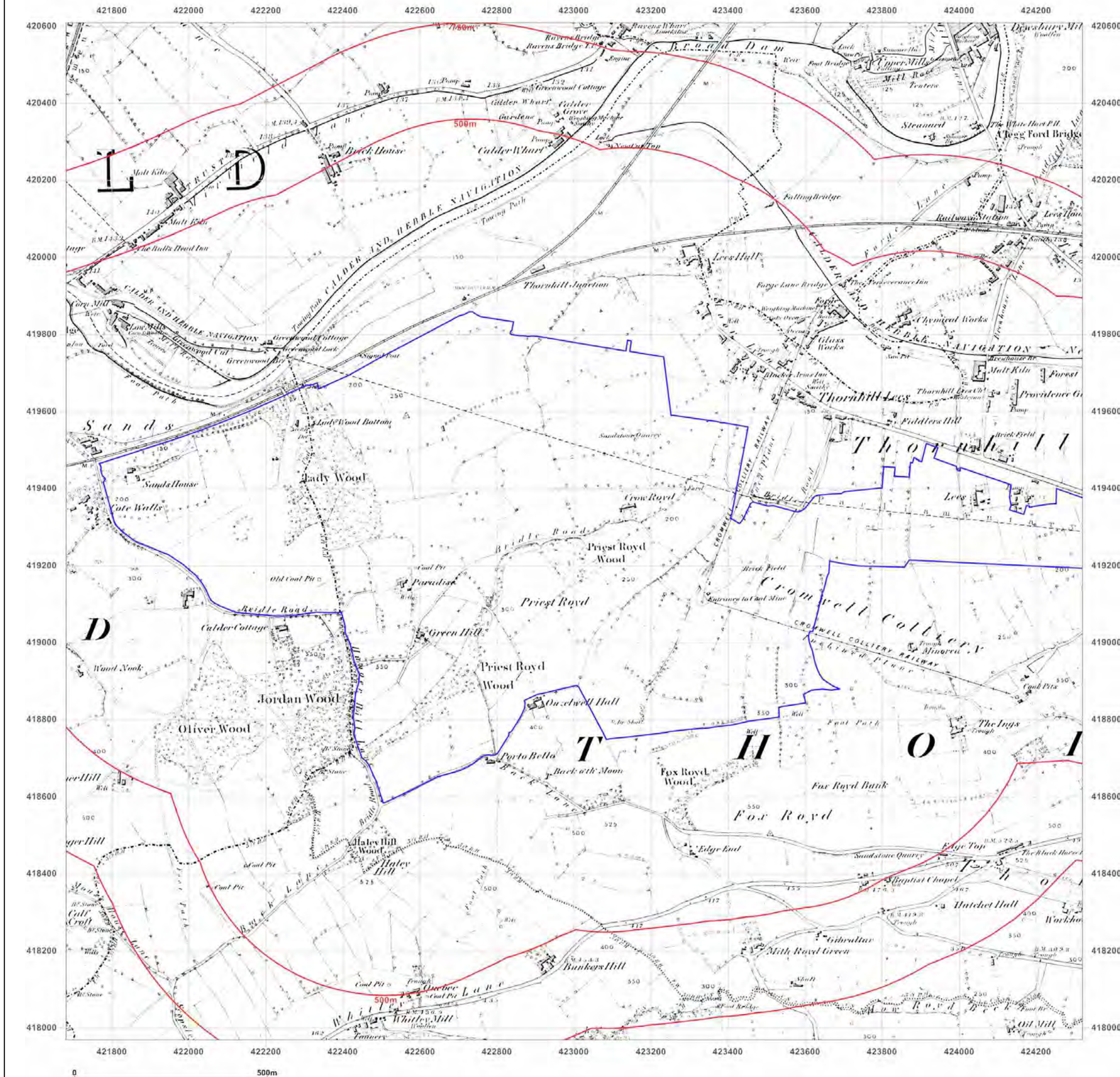


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Production date: 11 February 2016

To view map legend click here [Legend](#)



#### Site Details:

RAVENSTHORPE ROAD,  
DEWSBURY, WF12 9EE

Client Ref: PO10052\_glm\_2336  
Report Ref: GS-2664265\_SS\_  
Grid Ref: 423000, 419288

Map Name: County Series

Map date: 1888-1892

Scale: 1:10,560

Printed at: 1:10,560



Surveyed 1892  
Revised 1892  
Edition N/A  
Copyright N/A  
Levelled N/A

Surveyed 1892  
Revised 1892  
Edition N/A  
Copyright N/A  
Levelled N/A

Surveyed 1888  
Revised 1888  
Edition N/A  
Copyright N/A  
Levelled N/A

Surveyed 1892  
Revised 1892  
Edition N/A  
Copyright N/A  
Levelled N/A

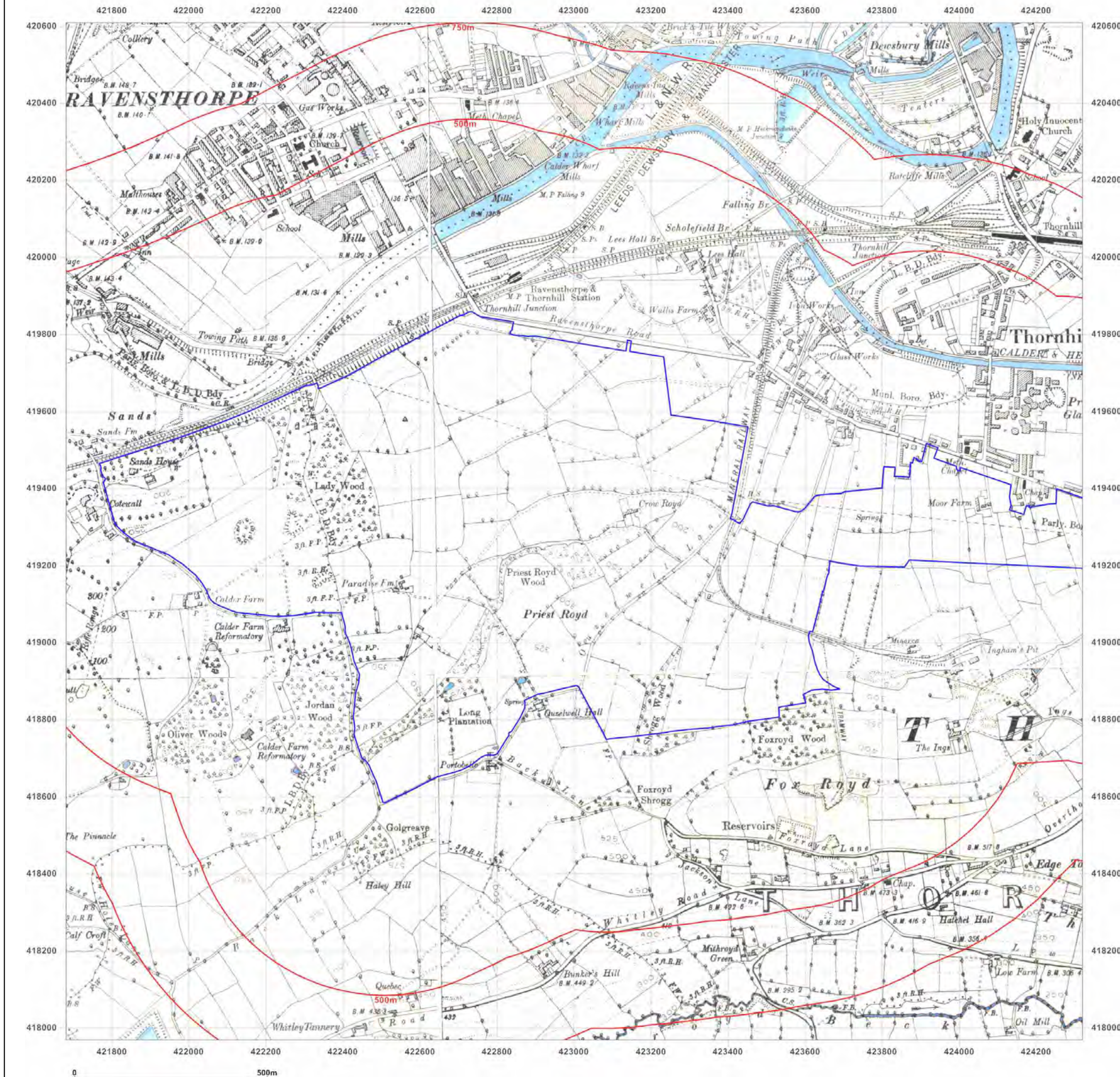


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#### Site Details:

RAVENSTHORPE ROAD,  
DEWSBURY, WF12 9EE

Client Ref: PO10052\_glm\_2336  
Report Ref: GS-2664265\_SS\_  
Grid Ref: 423000, 419288

Map Name: County Series

Map date: 1938

Scale: 1:10,560

Printed at: 1:10,560



Surveyed 1851  
Revised 1938  
Edition 1938  
Copyright N/A  
Levelled N/A

Surveyed 1851  
Revised 1938  
Edition 1938  
Copyright N/A  
Levelled N/A

Surveyed 1851  
Revised 1938  
Edition 1938  
Copyright N/A  
Levelled N/A

Surveyed 1849  
Revised 1938  
Edition N/A  
Copyright N/A  
Levelled 1931

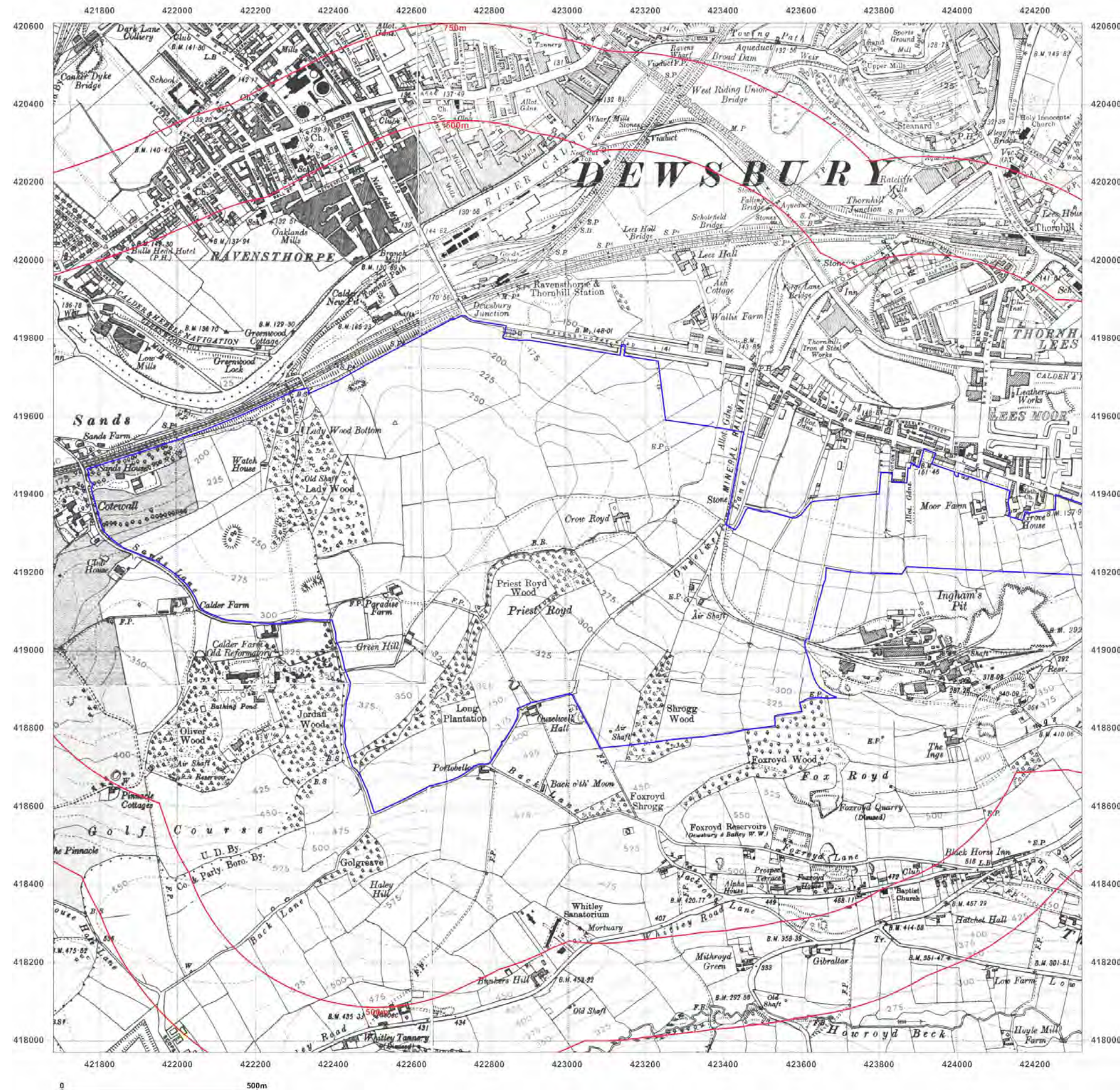


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#### Site Details:

RAVENSTHORPE ROAD,  
DEWSBURY, WF12 9EE

Client Ref: PO10052\_glm\_2336  
Report Ref: GS-2664265\_SS\_  
Grid Ref: 423000, 419288

Map Name: Provisional

Map date: 1951-1955

Scale: 1:10,560

Printed at: 1:10,560



Surveyed 1951  
Revised 1955  
Edition N/A  
Copyright N/A  
Levelled N/A

Surveyed 1951  
Revised 1951  
Edition N/A  
Copyright N/A  
Levelled N/A

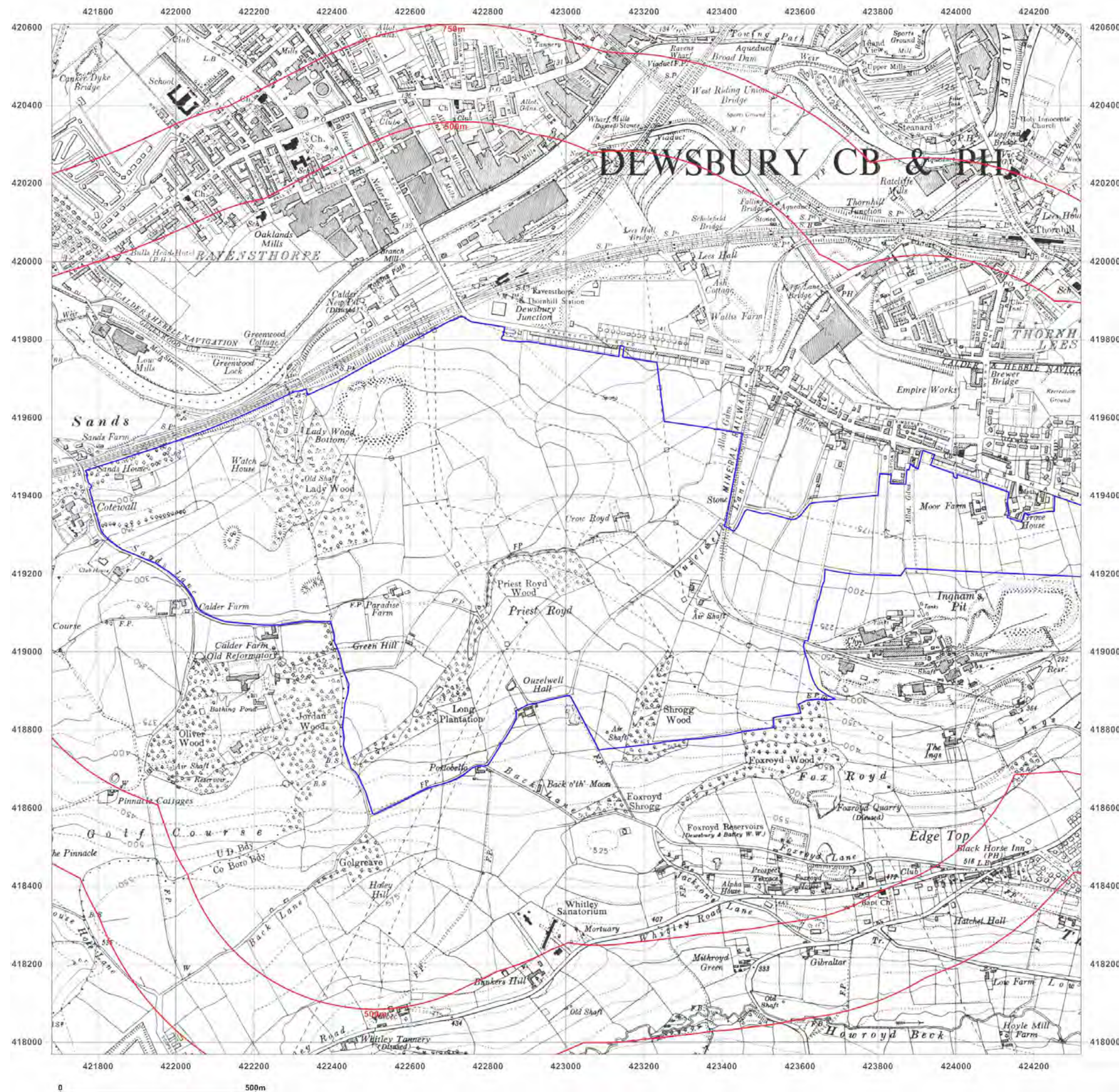


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Production date: 11 February 2016

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#### Site Details:

RAVENSTHORPE ROAD,  
DEWSBURY, WF12 9EE

**Client Ref:** PO10052\_glm\_2336  
**Report Ref:** GS-2664265\_SS\_  
**Grid Ref:** 423000, 419288

**Map Name:** National Grid

**Map date:** 1981-1982

**Scale:** 1:10,000

**Printed at:** 1:10,000



Surveyed 1977  
Revised 1981  
Edition N/A  
Copyright N/A  
Levelled N/A

Surveyed 1977  
Revised 1982  
Edition N/A  
Copyright N/A  
Levelled N/A

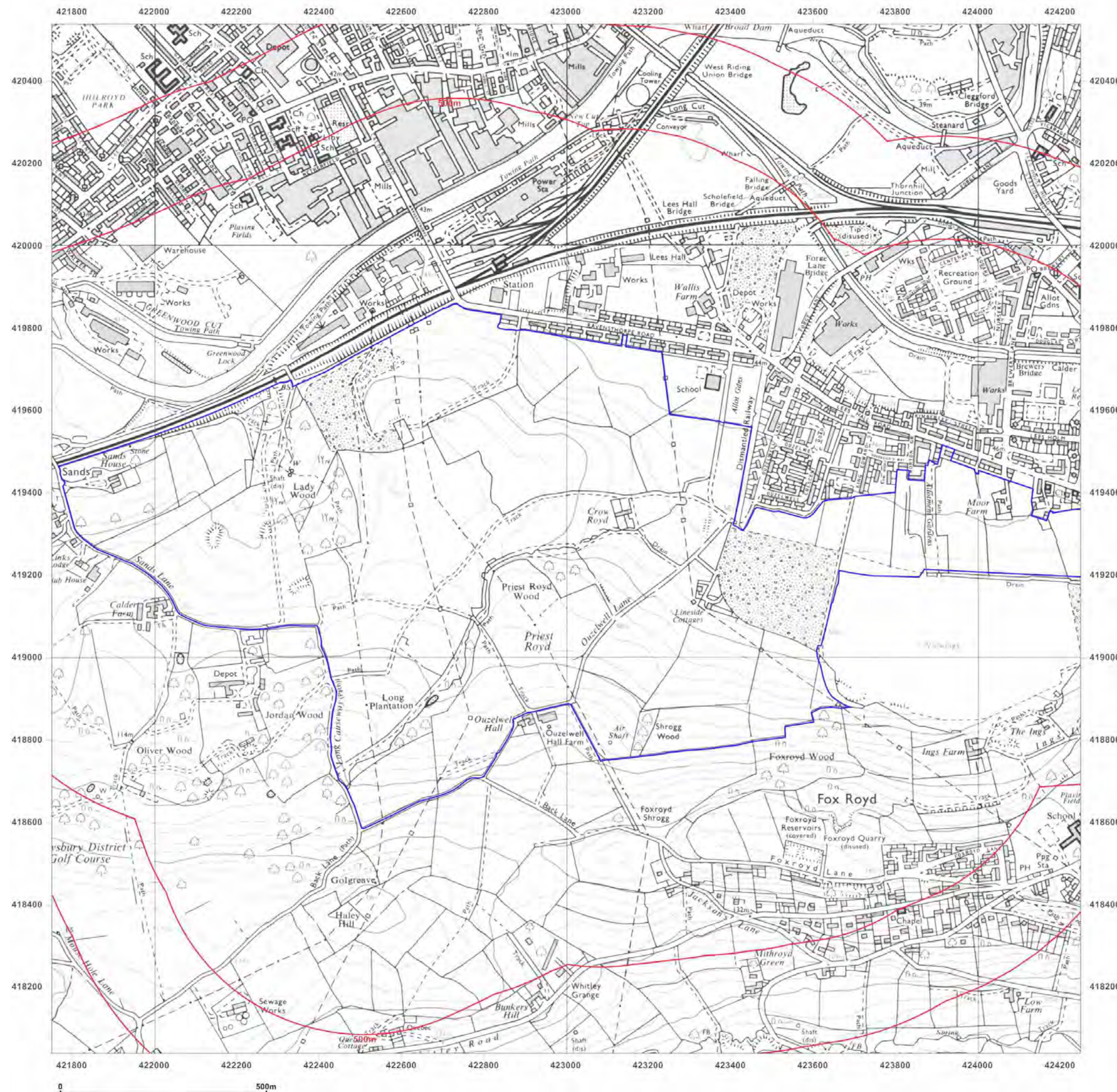


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Production date: 11 February 2016

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## **Appendix E**

### **Search Responses & other Correspondence**

# Groundsure Enviroinsight

Address: RAVENSTHORPE ROAD, DEWSBURY, WF12 9EE  
Date: 23 Dec 2015  
Reference: GS-2664263  
Client: Lithos Consulting Ltd

NW

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SW

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Aerial Photograph Capture date: 26-Mar-2012  
Grid Reference: 422837,419288  
Site Size: 155.98ha

Report Reference: GS-2664263  
Client Reference: PO10052\_glm\_2336

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# Overview of Findings

For further details on each dataset, please refer to each individual section in the main report as listed. Where the database has been searched a numerical result will be recorded. Where the database has not been searched '-' will be recorded.

Section 1: Historical Industrial Sites	On-site	0-50	51-250	251-500
1.1 Potentially Contaminative Uses identified from 1:10,000 scale mapping	81	59	217	206
1.2 Additional Information – Historical Tank Database	0	5	156	185
1.3 Additional Information – Historical Energy Features Database	0	2	24	86
1.4 Additional Information – Historical Petrol and Fuel Site Database	0	0	0	0
1.5 Additional Information – Historical Garage and Motor Vehicle Repair Database	0	2	2	7
1.6 Potentially Infilled Land	88	38	117	149

Section 2: Environmental Permits, Incidents and Registers	On-site	0-50m	51-250	251-500
2.1 Industrial Sites Holding Environmental Permits and/or Authorisations				
2.1.1 Records of historic IPC Authorisations	0	0	5	24
2.1.2 Records of Part A(1) and IPPC Authorised Activities	0	0	0	68
2.1.3 Records of Red List Discharge Consents	0	0	0	0
2.1.4 Records of List 1 Dangerous Substances Inventory sites	0	0	1	1
2.1.5 Records of List 2 Dangerous Substances Inventory sites	0	0	0	3
2.1.6 Records of Part A(2) and Part B Activities and Enforcements	0	0	3	7
2.1.7 Records of Category 3 or 4 Radioactive Substances Authorisations	0	0	0	0
2.1.8 Records of Licensed Discharge Consents	6	0	5	12
2.1.9 Records of Water Industry Referrals	0	0	0	0
2.1.10 Records of Planning Hazardous Substance Consents and Enforcements within 500m of the study site	0	0	0	0
2.2 Records of COMAH and NIHHS sites	0	0	0	1
2.3 Environment Agency Recorded Pollution Incidents				
2.3.1 National Incidents Recording System, List 2	3	1	10	9
2.3.2 National Incidents Recording System, List 1	0	0	0	0
2.4 Sites Determined as Contaminated Land under Part 2A EPA 1990	0	0	0	2

Section 3: Landfill and Other Waste Sites	On-site	0-50m	51-250	251-500	501-1000	1000-1500
3.1 Landfill Sites						
3.1.1 Environment Agency Registered Landfill Sites	0	0	1	0	0	Not searched
3.1.2 Environment Agency Historic Landfill Sites	1	1	2	0	7	8
3.1.3 BGS/DoE Landfill Site Survey	0	0	0	0	0	2
3.1.4 Records of Landfills in Local Authority and Historical Mapping Records	1	0	2	3	2	12
3.2 Landfill and Other Waste Sites Findings						
3.2.1 Operational and Non-Operational Waste Treatment, Transfer and Disposal Sites	2	4	8	7	Not searched	Not searched
3.2.2 Environment Agency Licensed Waste Sites	0	0	3	15	5	9

Section 4: Current Land Use	On-site	0-50m	51-250	251-500
4.1 Current Industrial Sites Data	12	3	36	Not searched
4.2 Records of Petrol and Fuel Sites	0	0	0	2
4.3 National Grid Underground Electricity Cables	0	0	0	0
4.4 National Grid Gas Transmission Pipelines	0	0	0	0

Section 5: Geology	
5.1 Are there any records of Artificial Ground and Made Ground present beneath the study site?	Yes
5.2 Are there any records of Superficial Ground and Drift Geology present beneath the study site?	Yes
5.3 For records of Bedrock and Solid Geology beneath the study site see the detailed findings section.	

Section 6: Hydrogeology and Hydrology	0-500m					
6.1 Are there any records of Strata Classification in the Superficial Geology within 500m of the study site?	Yes					
6.2 Are there any records of Strata Classification in the Bedrock Geology within 500m of the study site?	Yes					
	On-site	0-50m	51-250	251-500	501-1000	1000-2000
6.3 Groundwater Abstraction Licences (within 2000m of the study site)	0	0	0	12	11	2
6.4 Surface Water Abstraction Licences (within 2000m of the study site)	0	0	2	2	4	6
6.5 Potable Water Abstraction Licences (within 2000m of the study site)	0	0	0	0	0	0
6.6 Source Protection Zones (within 500m of the study site)	0	0	0	0	Not searched	Not searched
6.7 Source Protection Zones within Confined Aquifer	0	0	0	0	Not searched	Not searched
6.8 Groundwater Vulnerability and Soil Leaching Potential (within 500m of the study site)	4	0	2	0	Not searched	Not searched
	On-site	0-50m	51-250	251-500	501-1000	1000-1500

Section 6: Hydrogeology and Hydrology			0-500m			
6.9 Is there any Environment Agency information on river quality within 1500m of the study site?	No	Yes	No	Yes	Yes	Yes
6.10 Detailed River Network entries within 500m of the site	17	0	9	13	Not searched	Not searched
6.11 Surface water features within 250m of the study site	Yes	Yes	Yes	Not searched	Not searched	Not searched

Section 7: Flooding		
7.1 Are there any Environment Agency Zone 2 floodplains within 250m of the study site?	Yes	
7.2 Are there any Environment Agency Zone 3 floodplains within 250m of the study site	Yes	
7.3 What is the Risk of flooding from Rivers and the Sea (RoFRaS) rating for the study site?	Very Low	
7.4 Are there any Flood Defences within 250m of the study site?	No	
7.5 Are there any areas benefiting from Flood Defences within 250m of the study site?	No	
7.6 Are there any areas used for Flood Storage within 250m of the study site?	Yes	
7.7 What is the maximum BGS Groundwater Flooding susceptibility within 50m of the study site?	Potential at Surface	
7.8 What is the BGS confidence rating for the Groundwater Flooding susceptibility areas?	Low	

Section 8: Designated Environmentally Sensitive Sites	On-site	0-50m	51-250	251-500	501-1000	1000-2000
8.1 Records of Sites of Special Scientific Interest (SSSI)	0	0	0	0	0	0
8.2 Records of National Nature Reserves (NNR)	0	0	0	0	0	0
8.3 Records of Special Areas of Conservation (SAC)	0	0	0	0	0	0
8.4 Records of Special Protection Areas (SPA)	0	0	0	0	0	0
8.5 Records of Ramsar sites	0	0	0	0	0	0
8.6 Records of Ancient Woodlands	0	0	1	1	1	4
8.7 Records of Local Nature Reserves (LNR)	0	0	0	0	2	0
8.8 Records of World Heritage Sites	0	0	0	0	0	0
8.9 Records of Environmentally Sensitive Areas	0	0	0	0	0	0
8.10 Records of Areas of Outstanding Natural Beauty (AONB)	0	0	0	0	0	0

## Section 8: Designated Environmentally Sensitive Sites

	On-site	0-50m	51-250	251-500	501-1000	1000-2000
8.11 Records of National Parks	0	0	0	0	0	0
8.12 Records of Nitrate Sensitive Areas	0	0	0	0	0	0
8.13 Records of Nitrate Vulnerable Zones	0	0	0	0	1	0
8.14 Records of Green Belt land	1	0	0	0	2	4

## Section 9: Natural Hazards

9.1 What is the maximum risk of natural ground subsidence?

Moderate

9.1.1 What is the maximum Shrink-Swell hazard rating identified on the study site?

Very Low

9.1.2 What is the maximum Landslides hazard rating identified on the study site?

Moderate

9.1.3 What is the maximum Soluble Rocks hazard rating identified on the study site?

Negligible

9.1.4 What is the maximum Compressible Ground hazard rating identified on the study site?

Moderate

9.1.5 What is the maximum Collapsible Rocks hazard rating identified on the study site?

Very Low

9.1.6 What is the maximum Running Sand hazard rating identified on the study site?

Low

9.2 Radon

9.2.1 Is the property in a Radon Affected Area as defined by the Health Protection Agency (HPA) and if so what percentage of homes are above the Action Level?

The property is in a Radon Affected Area, as between 1 and 3% of properties are above the Action Level.

9.2.2 Is the property in an area where Radon Protection are required for new properties or extensions to existing ones as described in publication BR211 by the Building Research Establishment?

No radon protective measures are necessary.

## Section 10: Mining

10.1 Are there any coal mining areas within 75m of the study site?

Yes

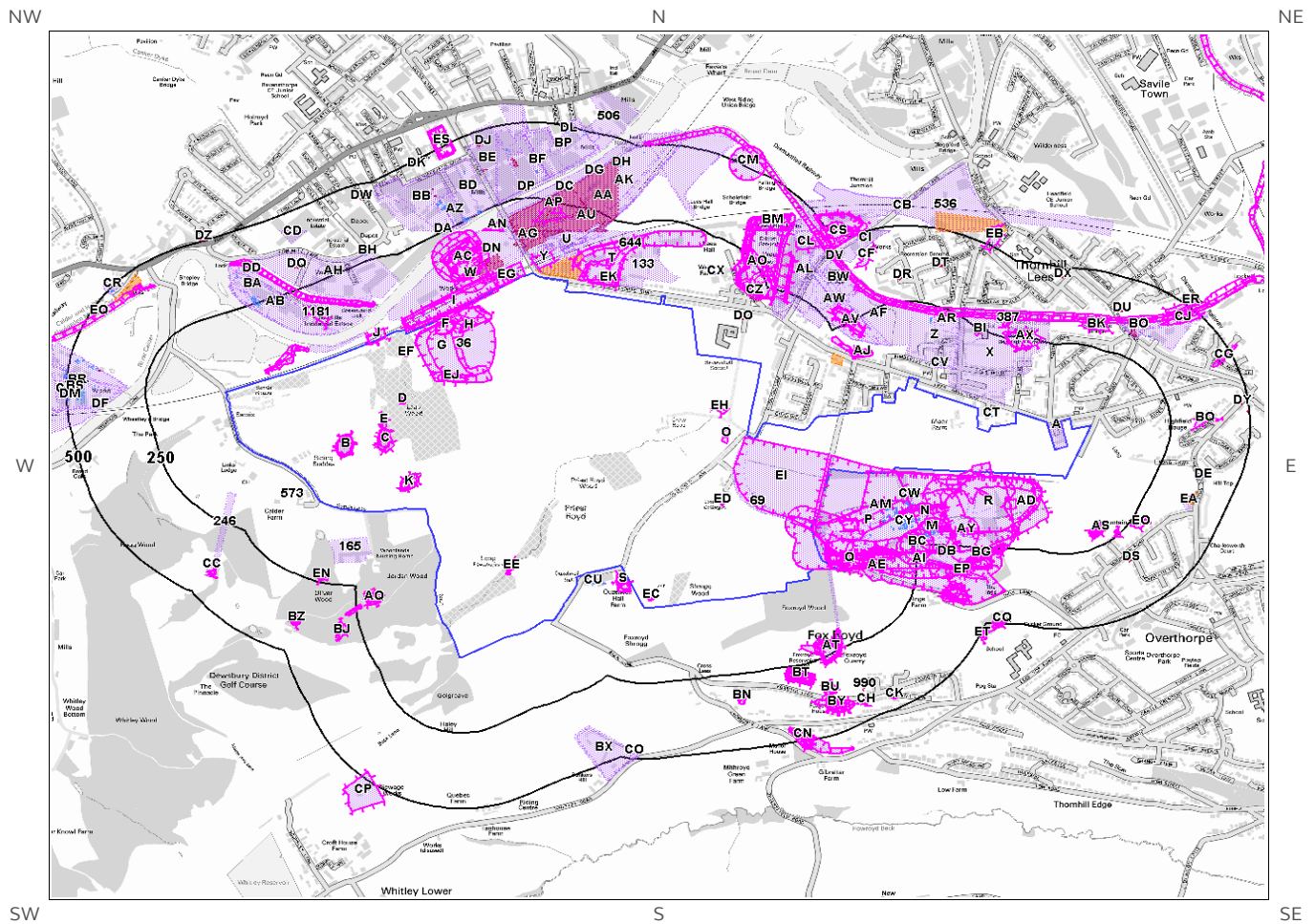
10.2 Are there any Non-Coal Mining areas within 50m of the study site boundary?

No

10.3 Are there any brine affected areas within 75m of the study site?

No

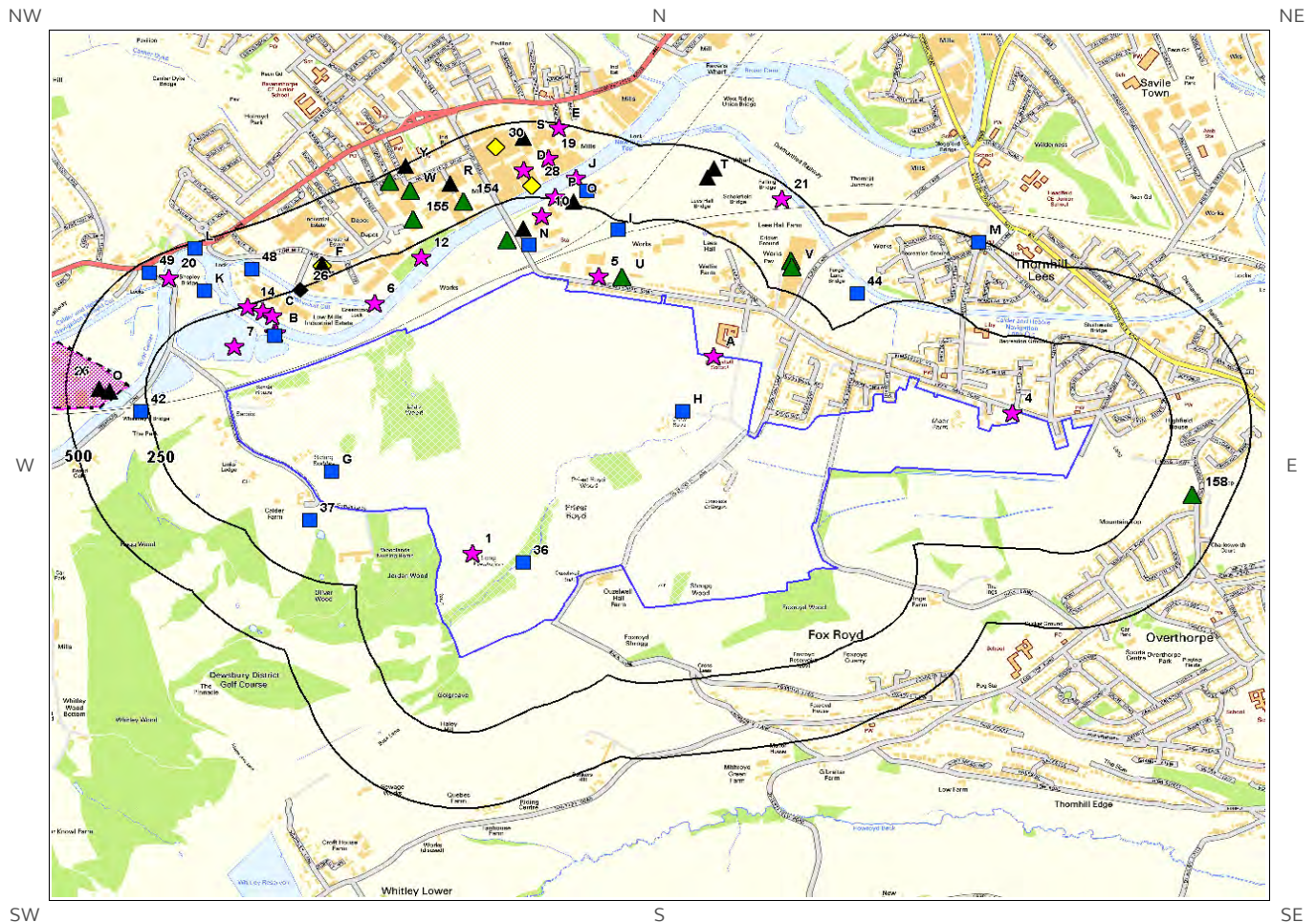
# 1. Historical Land Use



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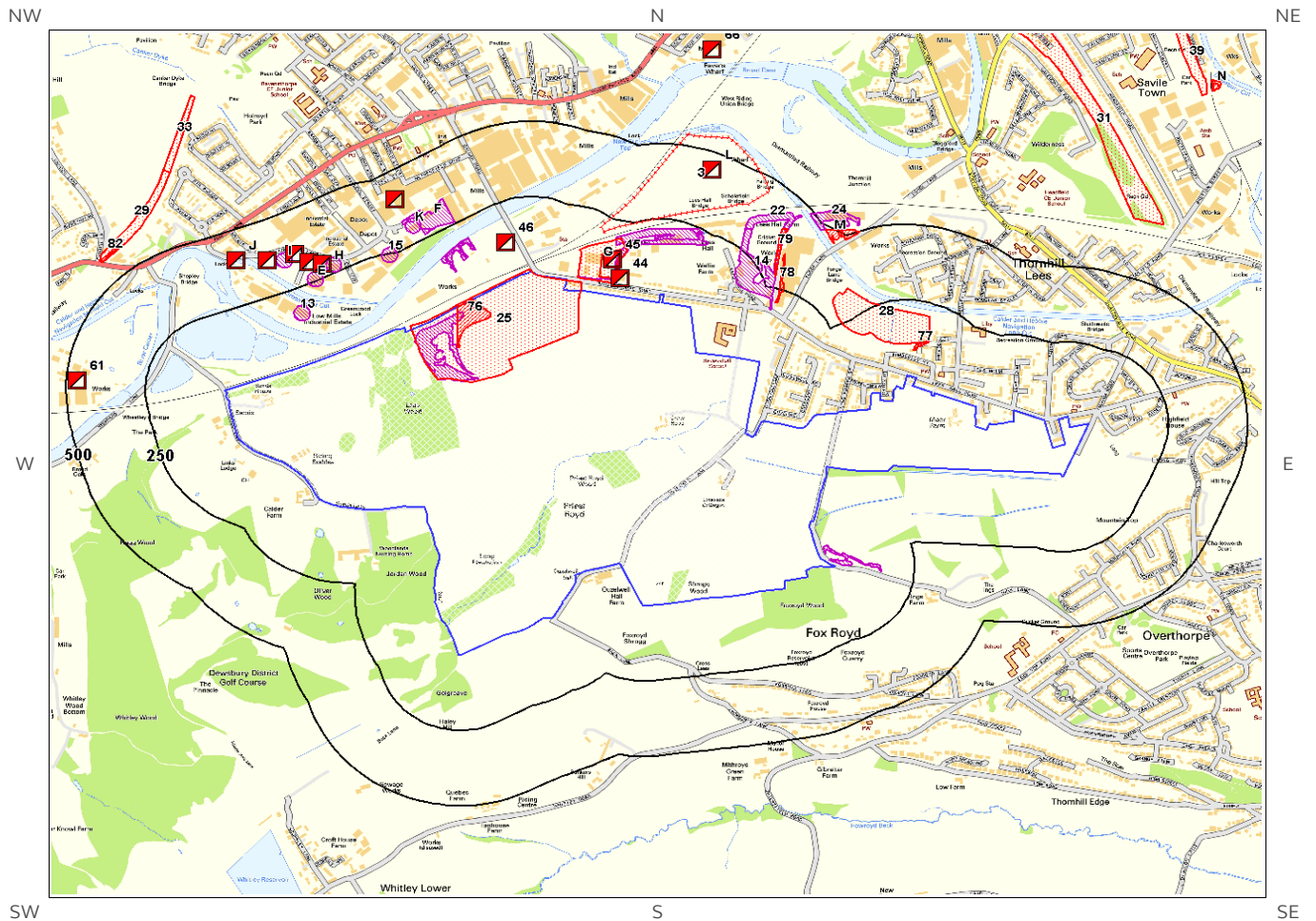
## 2. Environmental Permits, Incidents and Registers Map



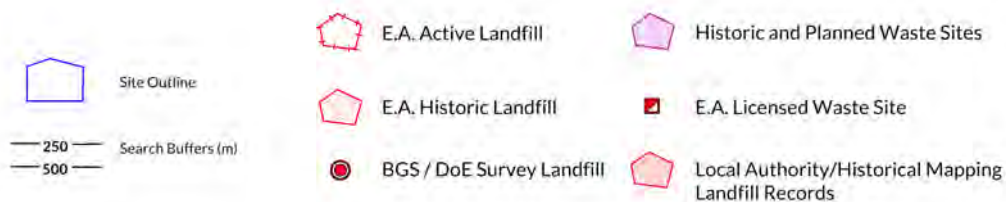
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- |                               |   |  |
|-------------------------------|---|--|
| Site Outline                  | Recorded Pollution Incident                   | RAS 3 & 4 Authorisations                                       |
| Dangerous Substances (List 1) | Dangerous Substances (List 2)                 | Part A(1) Authorised Processes and Historic IPC Authorisations |
| Water Industry Referrals      | Licenced Discharge Consents                   | Part A(2) and Part B Authorised Processes                      |
| Red List Discharge Consents   | COMAH / NIHS Sites                            | Sites Determined as Contaminated Land                          |
|                               | Hazardous Substance Consents and Enforcements |  |

# 3. Landfill and Other Waste Sites Map

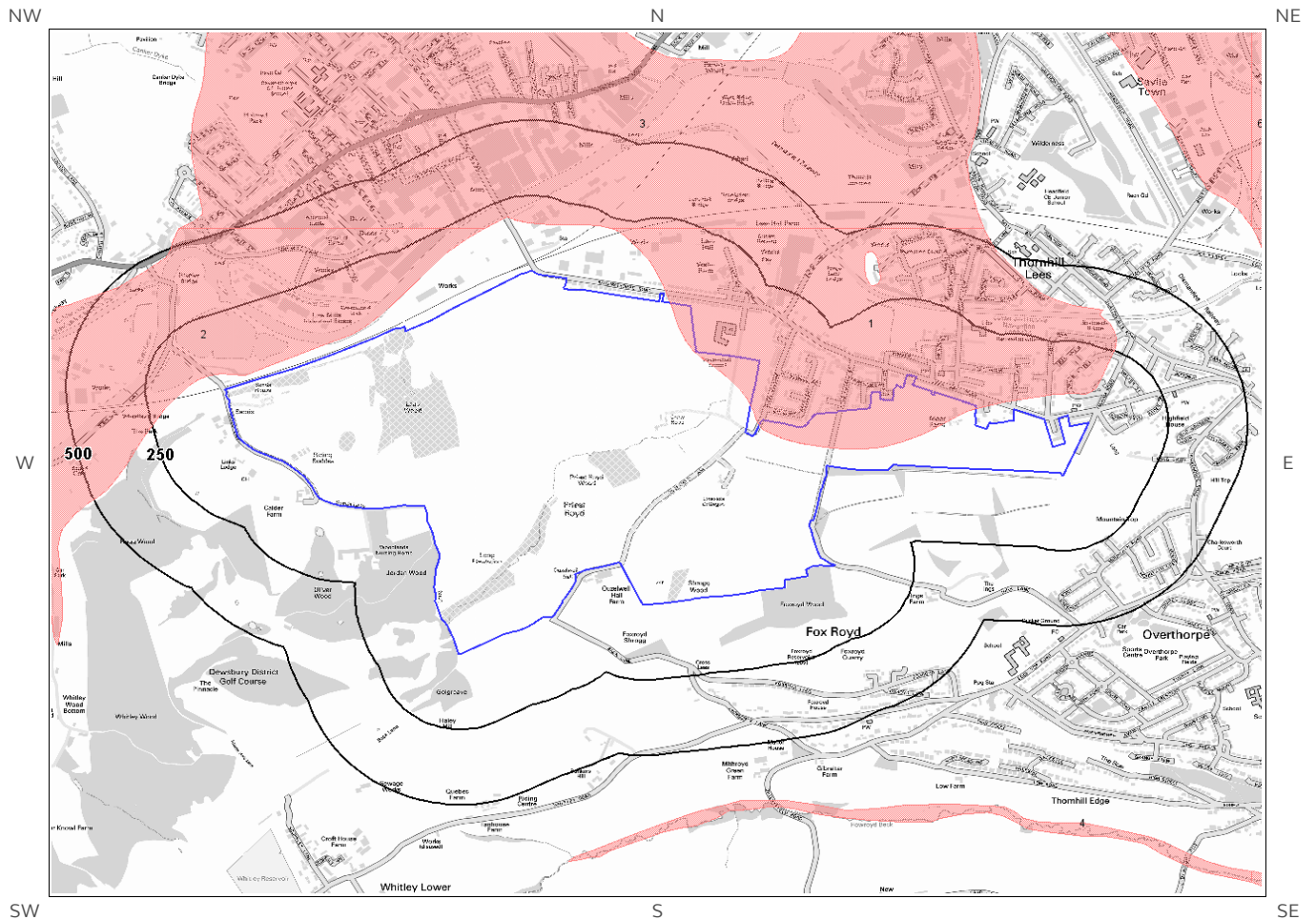


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# 6 Hydrogeology and Hydrology

## 6a. Aquifer Within Superficial Geology



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