

Appendix C

Commission

002/3381/ASw

22nd February 2019

Radcliffe Developments (Farnley) Ltd
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Leeds Road
Huddersfield
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c/o G Patefield
Watson Batty Architects



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T 01937 545 330
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Dear Gemma

Yew Tree Farm, Farnley Tyas

Further to your recent invitation, please find attached our proposal for undertaking a site investigation on the above land. We understand that your proposed development will include the construction of 10 no. traditional 2 storey domestic dwellings and the conversion of 9 no. existing buildings to a residential end use. All with associated gardens, POS and adoptable roads and sewers; a sketch layout has been provided.

A further 2 no. existing domestic dwellings will be retained as part of the development.

Review of the information supplied suggests that the site consists of a single parcel of land of approximately 2.1 hectares off Butts Road. However, only the northern most 0.75 hectares is to be developed. Review of Google Maps and a recent walk of the perimeter suggests the site comprises a number of farm buildings (barns, cow sheds etc) typically with concrete hardstand and existing dwellings with garden areas.

A number of tanks were noted (including a cylindrical bowser type tank, metal square tank and plastic bunded relatively modern tanks. The contents of the tanks are not known, in addition, there may be further tanks within buildings or at the centre of the site which could not be accessed during the walkover. At this stage it is assumed that at least some of the tanks will contain fuels/oils.

Brief review of Old Maps and Environment Agency data suggests the site:

- Appears to have been occupied by farm buildings and housing since the earliest edition OS plan of 1854;
- Is not located within 250m of a known landfill site; and,
- Is not within a groundwater source protection zone.

Brief examination of the relevant geological map suggests the site is underlain by Grenoside Sandstone of Carboniferous Age. Pennine Lower Coal Measures (mudstone, siltstone & sandstone) are shown on northern boundary adjacent to Butts Road.

This site is located within a Coal Mining Development Low Risk Area, therefore a mining will be obtained (however, at this stage an intrusive mining investigation is considered unlikely to be required).



Environmental search data and historical maps (obtained from Landmark), will be reviewed in order to determine whether past land uses have had any effect on the proposed development. In addition, published geological plans of the area will be examined.

We will also visit site to review current operations and undertake a walkover survey.

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

If necessary, the report will also include recommendations for an appropriate, intrusive ground investigation, together with a costed proposal. This is likely to comprise post demolition trial pitting with production of a Geoenvironmental Appraisal Report.

It is anticipated that a final bound report will be available within 3 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. If do not have one, we could obtain at cost plus £**.

With respect to the anticipated ground investigation, this is likely to comprise one days' trial pitting, possibly with soakaway testing, soils analysis and reporting. If concrete slabs remain in-situ it may be necessary to utilise a second JCB on site equipped with a breaker. Representative soil samples would be recovered and analysed for a test suite to include heavy metals, speciated PAH, and banded TPH (with supplementary speciation as/where appropriate) and anthrax.

At this stage, the total cost of such an investigation is likely to be in the range £4,100 to £6,000. The actual cost would be confirmed on completion of the desk study depending on the scope of works required.

If soakaway testing is undertaken, and is considered suitable, it may be necessary to install wells using rotary drilling with monitoring for at least 12 months at an additional cost of around £****.

Given the former use of the site Kirklees are likely to request a formal Remediation Strategy, such a report could be produced for a fee of £**** plus VAT once intrusive works are complete.

It would be appreciated if you could forward copies of the necessary utility plans (including electricity, gas, water, drainage & telecom) prior to the proposed fieldwork. However, if you do not have the necessary plans, Lithos will obtain them direct from each of the utility companies.

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

Alan Swales
Associate Director
for and on behalf of
LITHOS CONSULTING LIMITED

Terms and Conditions for the Appointment of Lithos Consulting Limited

1 DEFINITIONS AND INTERPRETATION

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"

- Words importing the singular only shall also include the plural and vice versa where the context requires
- 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
- The sub-headings to the clauses of these Terms are for convenience only and shall not affect the construction of the Agreement
- 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
- In the event of conflict between the documents forming part of the Agreement the Proposal shall prevail followed by the Terms

2 APPOINTMENT

- 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

- 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
- Lithos shall use all reasonable endeavours to perform the Services in accordance with all relevant environmental and safety legislation

4 OBLIGATIONS OF THE CLIENT

- 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
- 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
- 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 to the conflicting defective or in any other way faulty information or designs

5 INTELLECTUAL PROPERTY

- 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
- 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
- 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
- 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
- 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

- 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
- 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
- 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
- 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
- Lithos may maintain an action for the price of the Documents notwithstanding that title in them has not passed to the Client

7 CONFIDENTIALITY AND DATA PROTECTION

- 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
- Subject to the above and Lithos' Privacy Policy which can be found on www.lithos.co.uk 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

- 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' legal and other costs associated with any assignment
- 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
- 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' legal and other costs associated with any collateral warranty

9 INSURANCE

- 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
- 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

- Unless otherwise agreed in writing Lithos' 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
- 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
- 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
- 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

- Invoices for services rendered will be submitted for payment in accordance with the Proposal
- 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
- 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
- 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

- 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

- The Agreement may be terminated 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 termination must be given to the party which is insolvent by the other party
- 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 terminate its appointment in respect of the Services by seven days written notice to the Client
- 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
- Any termination 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 termination 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

- 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
- 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

- 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
- 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

- 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 intends such terms and conditions to apply

16 DISPUTES AND GOVERNING LAW

- 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
- 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

Appendix D
Historical OS Plans



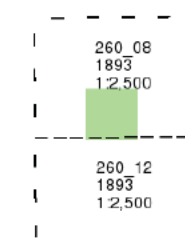
Yorkshire

Published 1893

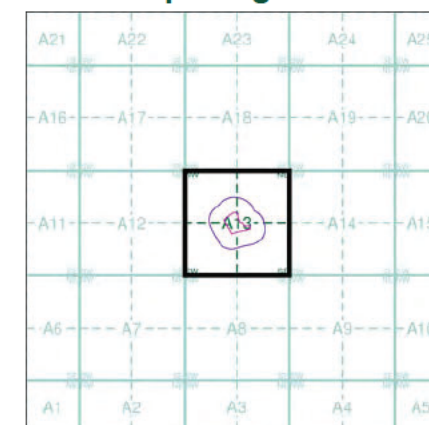
Source map scale - 1:2,500

The historical maps shown were reproduced from maps predominantly held at the scale adopted for England, Wales and Scotland in the 1840's. In 1854 the 1:2,500 scale was adopted for mapping urban areas and by 1896 it covered the whole of what were considered to be the cultivated parts of Great Britain. The published date given below is often some years later than the surveyed date. Before 1938, all OS maps were based on the Cassini Projection, with independent surveys of a single county or group of counties, giving rise to significant inaccuracies in outlying areas.

Map Name(s) and Date(s)



Historical Map - Segment A13



Order Details

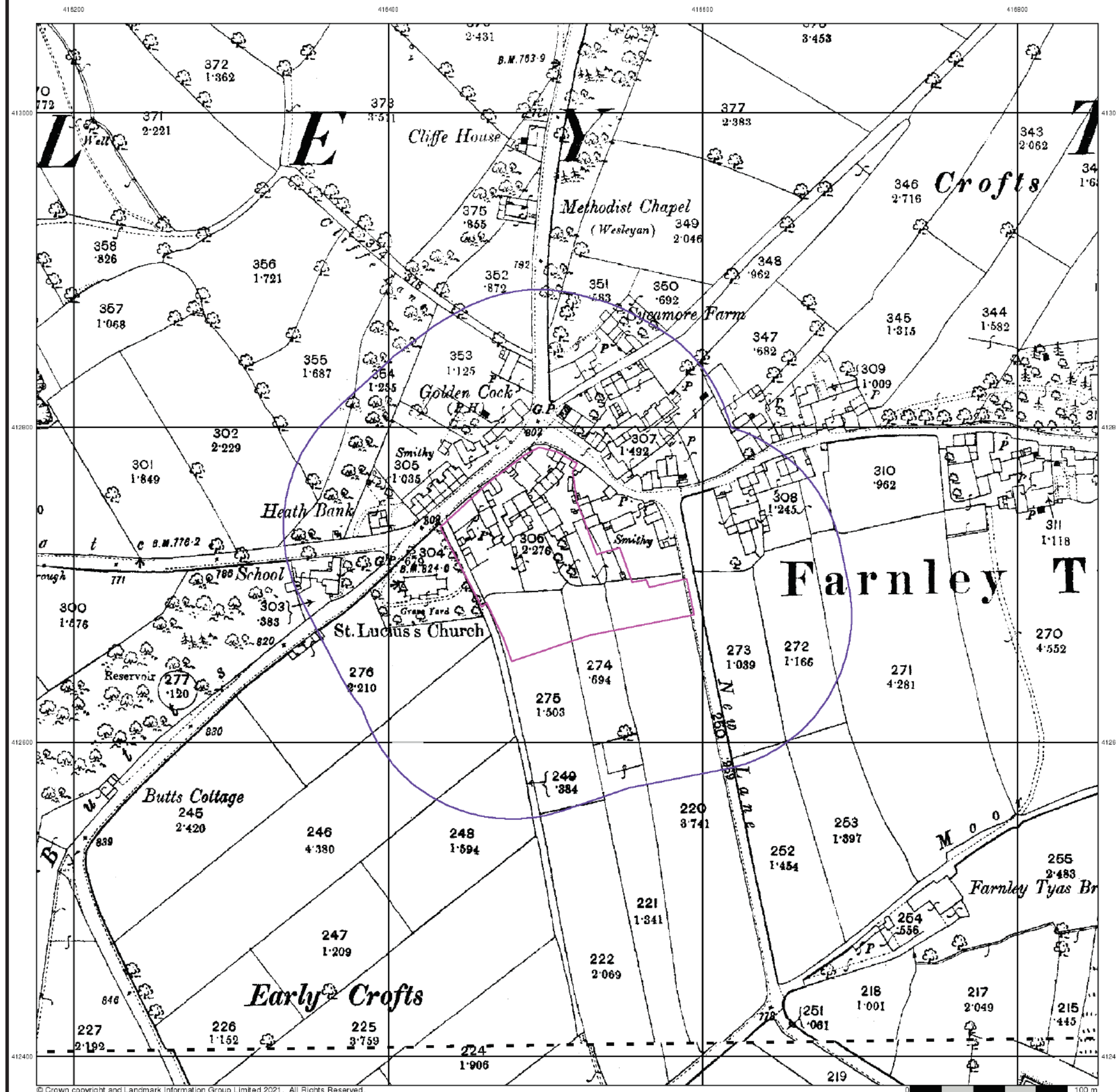
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National Grid Reference: 416510, 412710
Slice: A
Site Area (Ha): 1.08
Search Buffer (m): 100

Site Details

Yew Tree Farm, Farnley Tyas, HD4 6UD



Tel: 0844 844 9952
Fax: 0844 844 9951
Web: www.envirocheck.co.uk





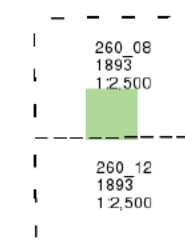
Yorkshire

Published 1893

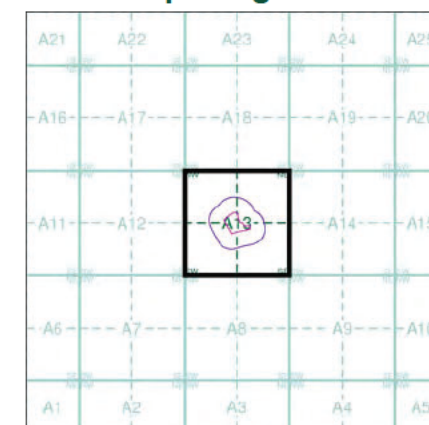
Source map scale - 1:2,500

The historical maps shown were reproduced from maps predominantly held at the scale adopted for England, Wales and Scotland in the 1840's. In 1854 the 1:2,500 scale was adopted for mapping urban areas and by 1896 it covered the whole of what were considered to be the cultivated parts of Great Britain. The published date given below is often some years later than the surveyed date. Before 1938, all OS maps were based on the Cassini Projection, with independent surveys of a single county or group of counties, giving rise to significant inaccuracies in outlying areas.

Map Name(s) and Date(s)



Historical Map - Segment A13



Order Details

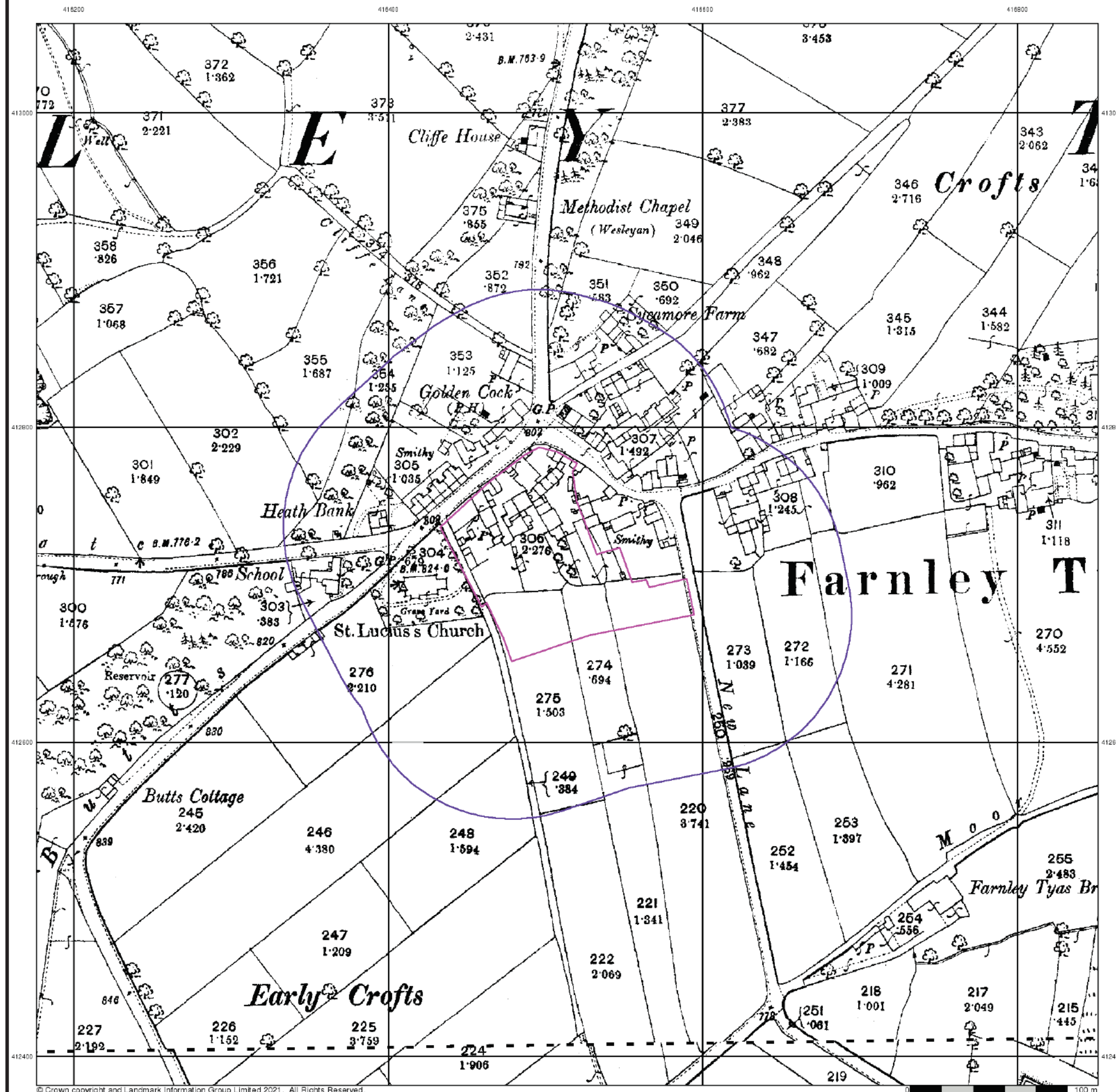
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Customer Ref: PO17559/JW/3381
National Grid Reference: 416510, 412710
Slice: A
Site Area (Ha): 1.08
Search Buffer (m): 100

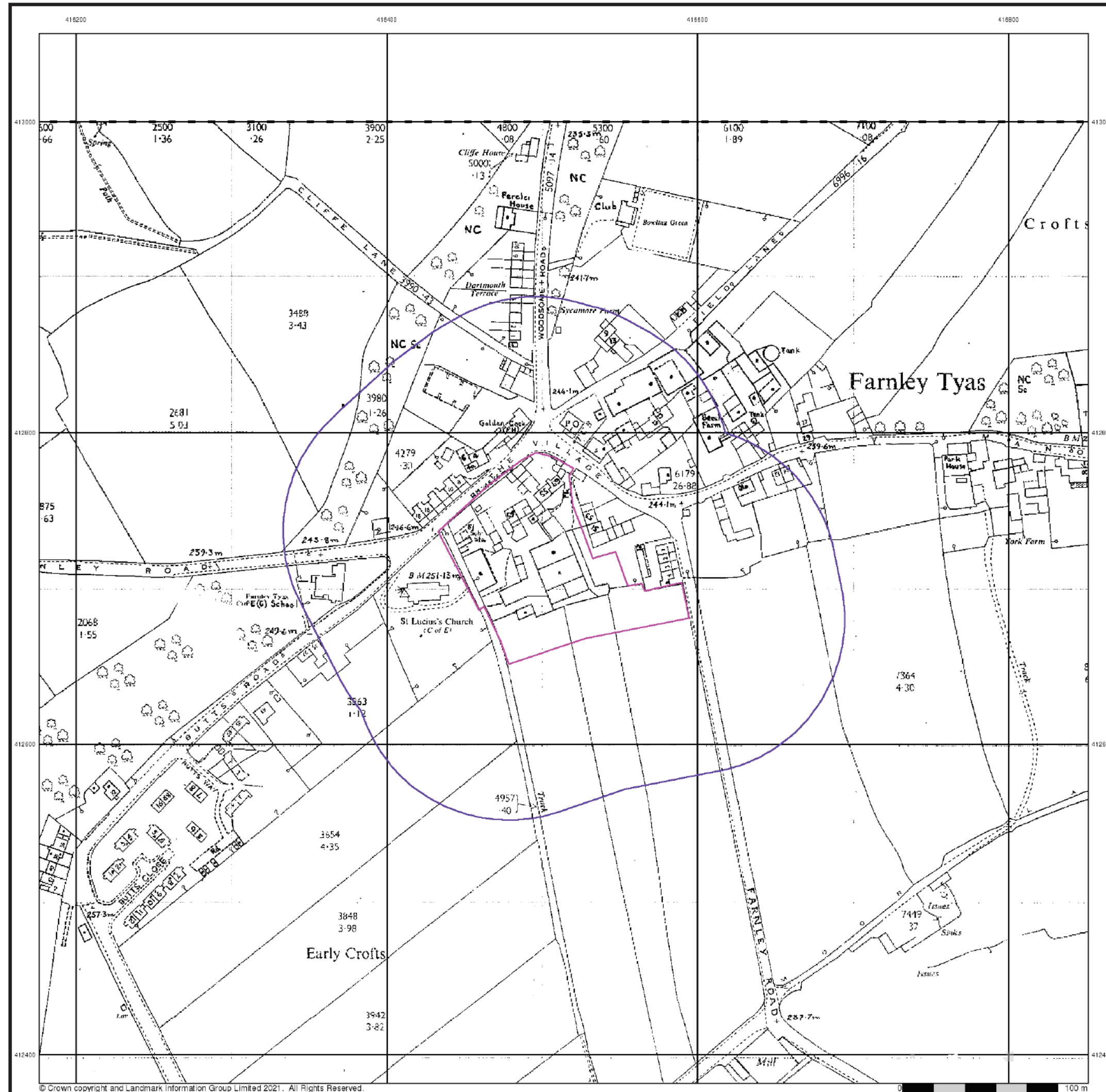
Site Details

Yew Tree Farm, Farnley Tyas, HD4 6UD



Tel: 0844 844 9952
Fax: 0844 844 9951
Web: www.envirocheck.co.uk





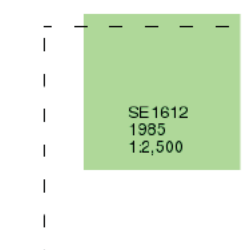
Additional SIMs

Published 1985

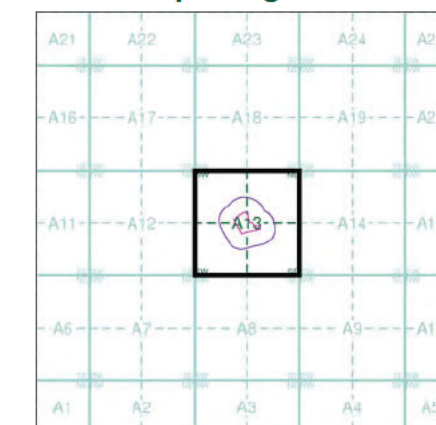
Source map scale - 1:2,500

The SIM cards (Ordnance Survey's 'Survey of Information on Microfilm') are further, minor editions of mapping which were produced and published in between the main editions as an area was updated. They date from 1947 to 1994, and contain detailed information on buildings, roads and land-use. These maps were produced at both 1:2,500 and 1:1,250 scales.

Map Name(s) and Date(s)



Historical Map - Segment A13



Order Details

Order Number: 278825673_1_1
 Customer Ref: PO17559/JW/3381
 National Grid Reference: 416510, 412710
 Slice: A
 Site Area (Ha): 1.08
 Search Buffer (m): 100

Site Details

Yew Tree Farm, Farnley Tyas, HD4 6UD



Tel: 0844 844 9952
 Fax: 0844 844 9951
 Web: www.envirocheck.co.uk



Large-Scale National Grid Data

Published 1992

Source map scale - 1:2,500

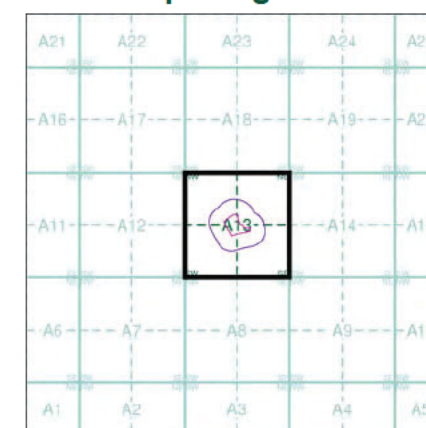
'Large Scale National Grid Data' superseded SIM cards (Ordnance Survey's 'Survey of Information on Microfilm') in 1992, and continued to be produced until 1999. These maps were the fore-runners of digital mapping and so provide detailed information on houses and roads, but tend to show less topographic features such as vegetation. These maps were produced at both 1:2,500 and 1:1,250 scales.

Map Name(s) and Date(s)

SE1613
1992
1:2,500

SE1612
1992
1:2,500

Historical Map - Segment A13



Order Details

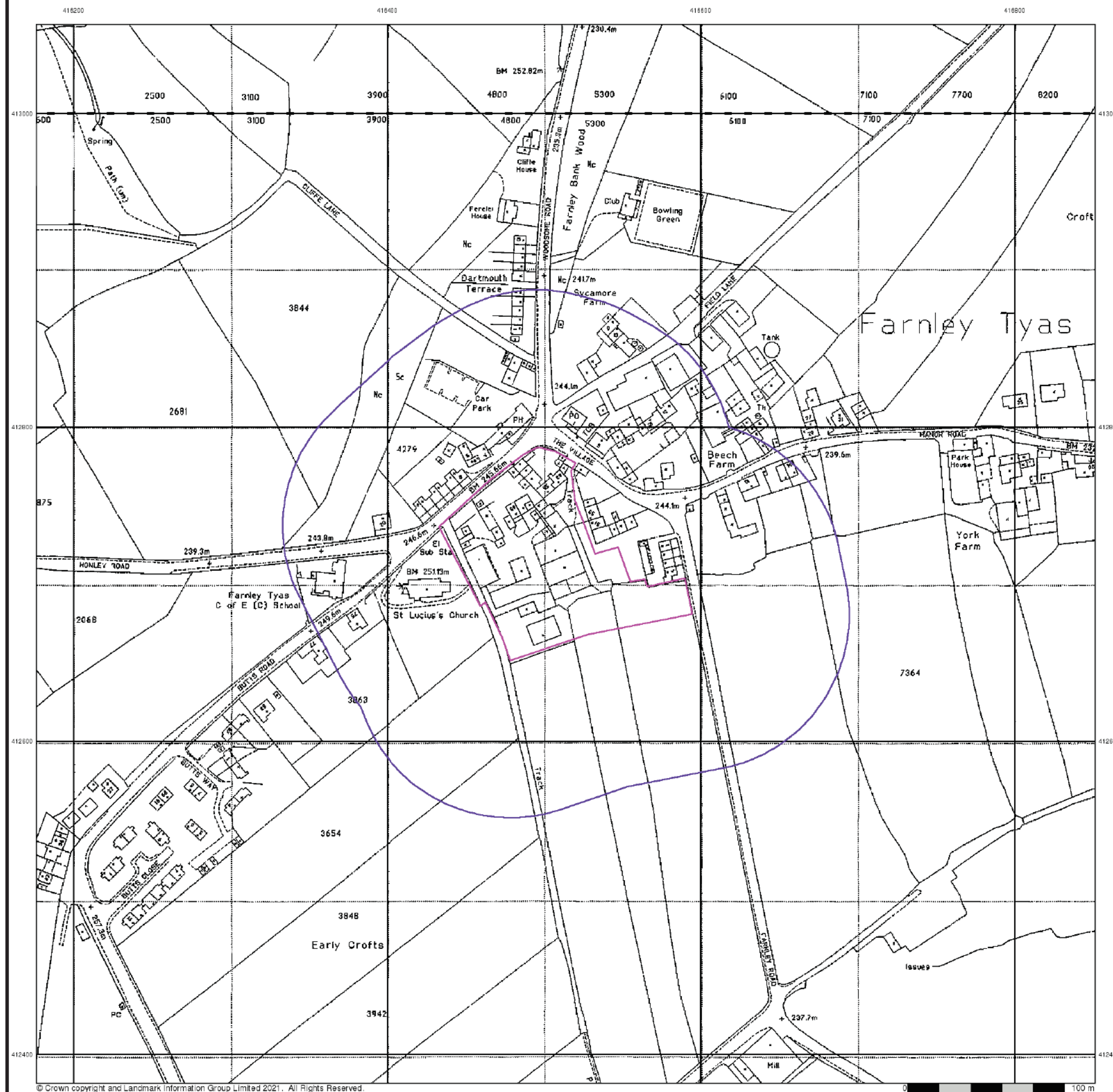
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Customer Ref: PO17559/JW/3381
National Grid Reference: 416510, 412710
Slice: A
Site Area (Ha): 1.08
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Site Details

Yew Tree Farm, Farnley Tyas, HD4 6UD



Tel: 0844 844 9952
Fax: 0844 844 9951
Web: www.envirocheck.co.uk



Appendix E

Search Responses & other Correspondence

Envirocheck[®] Report:

Datasheet

Order Details:

Order Number:

278825673_1_1

Customer Reference:

PO17559/JW/3381

National Grid Reference:

416510, 412710

Slice:

A

Site Area (Ha):

1.08

Search Buffer (m):

1000

Site Details:

Yew Tree Farm

Farnley Tyas

HD4 6UD

Client Details:

Mr M Perrin

Lithos Consulting Ltd

Parkhill

Walton Road

Wetherby

LS22 5DZ

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Introduction

The Environment Act 1995 has made site sensitivity a key issue, as the legislation pays as much attention to the pathways by which contamination could spread, and to the vulnerable targets of contamination, as it does the potential sources of contamination. For this reason, Landmark's Site Sensitivity maps and Datasheet(s) place great emphasis on statutory data provided by the Environment Agency/Natural Resources Wales and the Scottish Environment Protection Agency; it also incorporates data from Natural England (and the Scottish and Welsh equivalents) and Local Authorities; and highlights hydrogeological features required by environmental and geotechnical consultants. It does not include any information concerning past uses of land. The datasheet is produced by querying the Landmark database to a distance defined by the client from a site boundary provided by the client. In this datasheet the National Grid References (NGRs) are rounded to the nearest 10m in accordance with Landmark's agreements with a number of Data Suppliers.

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Radon Potential dataset Copyright Notice

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Report Version v53.0

Data Type	Page Number	On Site	0 to 250m	251 to 500m	501 to 1000m (*up to 2000m)
Agency & Hydrological					
BGS Groundwater Flooding Susceptibility	pg 1	Yes	Yes	Yes	n/a
Contaminated Land Register Entries and Notices					
Discharge Consents	pg 1				5
Prosecutions Relating to Controlled Waters			n/a	n/a	n/a
Enforcement and Prohibition Notices					
Integrated Pollution Controls					
Integrated Pollution Prevention And Control					
Local Authority Integrated Pollution Prevention And Control					
Local Authority Pollution Prevention and Controls					
Local Authority Pollution Prevention and Control Enforcements					
Nearest Surface Water Feature	pg 2			Yes	
Pollution Incidents to Controlled Waters	pg 2		1		1
Prosecutions Relating to Authorised Processes					
Registered Radioactive Substances					
River Quality					
River Quality Biology Sampling Points					
River Quality Chemistry Sampling Points					
Substantiated Pollution Incident Register					
Water Abstractions	pg 3			1	4 (*12)
Water Industry Act Referrals					
Groundwater Vulnerability Map	pg 7	Yes	n/a	n/a	n/a
Groundwater Vulnerability - Soluble Rock Risk			n/a	n/a	n/a
Groundwater Vulnerability - Local Information			n/a	n/a	n/a
Bedrock Aquifer Designations	pg 7	Yes	n/a	n/a	n/a
Superficial Aquifer Designations			n/a	n/a	n/a
Source Protection Zones	pg 7		1	1	2
Extreme Flooding from Rivers or Sea without Defences				n/a	n/a
Flooding from Rivers or Sea without Defences				n/a	n/a
Areas Benefiting from Flood Defences				n/a	n/a
Flood Water Storage Areas				n/a	n/a
Flood Defences				n/a	n/a
OS Water Network Lines	pg 8			7	44

Data Type	Page Number	On Site	0 to 250m	251 to 500m	501 to 1000m (*up to 2000m)
Waste					
BGS Recorded Landfill Sites					
Historical Landfill Sites					
Integrated Pollution Control Registered Waste Sites					
Licensed Waste Management Facilities (Landfill Boundaries)					
Licensed Waste Management Facilities (Locations)					
Local Authority Landfill Coverage	pg 14	1	n/a	n/a	n/a
Local Authority Recorded Landfill Sites					
Potentially Infilled Land (Non-Water)	pg 14		1		5
Potentially Infilled Land (Water)	pg 14		1		
Registered Landfill Sites					
Registered Waste Transfer Sites					
Registered Waste Treatment or Disposal Sites					
Hazardous Substances					
Control of Major Accident Hazards Sites (COMAH)					
Explosive Sites					
Notification of Installations Handling Hazardous Substances (NIHHS)					
Planning Hazardous Substance Consents					
Planning Hazardous Substance Enforcements					

Data Type	Page Number	On Site	0 to 250m	251 to 500m	501 to 1000m (*up to 2000m)
Geological					
BGS 1:625,000 Solid Geology	pg 15	Yes	n/a	n/a	n/a
BGS Estimated Soil Chemistry	pg 15	Yes	Yes	Yes	Yes
BGS Recorded Mineral Sites	pg 16			1	7
BGS Urban Soil Chemistry					
BGS Urban Soil Chemistry Averages					
CBSCB Compensation District			n/a	n/a	n/a
Coal Mining Affected Areas	pg 18	Yes	n/a	n/a	n/a
Mining Instability	pg 18	Yes	n/a	n/a	n/a
Man-Made Mining Cavities					
Natural Cavities					
Non Coal Mining Areas of Great Britain				n/a	n/a
Potential for Collapsible Ground Stability Hazards	pg 18	Yes		n/a	n/a
Potential for Compressible Ground Stability Hazards				n/a	n/a
Potential for Ground Dissolution Stability Hazards				n/a	n/a
Potential for Landslide Ground Stability Hazards	pg 18	Yes	Yes	n/a	n/a
Potential for Running Sand Ground Stability Hazards				n/a	n/a
Potential for Shrinking or Swelling Clay Ground Stability Hazards	pg 19	Yes		n/a	n/a
Radon Potential - Radon Affected Areas	pg 19	Yes	n/a	n/a	n/a
Radon Potential - Radon Protection Measures			n/a	n/a	n/a
Industrial Land Use					
Contemporary Trade Directory Entries	pg 20		1		2
Fuel Station Entries					
Points of Interest - Commercial Services					
Points of Interest - Education and Health					
Points of Interest - Manufacturing and Production	pg 20	2	5		2
Points of Interest - Public Infrastructure	pg 21			1	1
Points of Interest - Recreational and Environmental	pg 21			1	
Gas Pipelines					
Underground Electrical Cables					

Data Type	Page Number	On Site	0 to 250m	251 to 500m	501 to 1000m (*up to 2000m)
Sensitive Land Use					
Ancient Woodland	pg 22		2	1	3
Areas of Adopted Green Belt	pg 22	1			
Areas of Unadopted Green Belt	pg 22	1			
Areas of Outstanding Natural Beauty					
Environmentally Sensitive Areas					
Forest Parks					
Local Nature Reserves					
Marine Nature Reserves					
National Nature Reserves					
National Parks					
Nitrate Sensitive Areas					
Nitrate Vulnerable Zones					
Ramsar Sites					
Sites of Special Scientific Interest					
Special Areas of Conservation					
Special Protection Areas					
World Heritage Sites					



General

- Specified Site
- Specified Buffer(s)
- Bearing Reference Point
- Map ID
- Several of Type at Location
- Fylon
- Overhead Transmission Line

Agency and Hydrological

- Contaminated Land Register Entry or Notice (Location)
- Contaminated Land Register Entry or Notice
- Discharge Consent
- Enforcement or Prohibition Notice
- Integrated Pollution Control
- Integrated Pollution Prevention Control
- Local Authority Integrated Pollution Prevention and Control
- Local Authority Pollution Prevention and Control Enforcement
- Pollution Incident to Controlled Waters
- Prosecution Relating to Authorised Processes
- Prosecution Relating to Controlled Waters
- Registered Radioactive Substance
- River Network or Water Feature
- River Quality Sampling Point
- Substantiated Pollution Incident Register
- Water Abstraction
- Water Industry Act Referral
- BGS Recorded Landfill Site (Location)
- BGS Recorded Landfill Site
- EA Historic Landfill (Buffered Point)
- EA Historic Landfill (Polygon)
- Integrated Pollution Control Registered Waste Site
- Licensed Waste Management Facility (Landfill boundary)
- Licensed Waste Management Facility (Location)
- Local Authority Recorded Landfill Site (Location)
- Local Authority Recorded Landfill Site
- Potentially Infilled Land (Non-water)
- Potentially Infilled Land (Non-water)
- Potentially Infilled Land (Non-water)
- Potentially Infilled Land (Water)
- Potentially Infilled Land (Water)
- Potentially Infilled Land (Water)
- Registered Landfill Site
- Registered Landfill Site (Location)
- Registered Landfill Site (Point Buffered to 100m)
- Registered Landfill Site (Point Buffered to 250m)
- Registered Waste Transfer Site (Location)
- Registered Waste Transfer Site
- Registered Waste Treatment or Disposal Site (Location)
- Registered Waste Treatment or Disposal Site

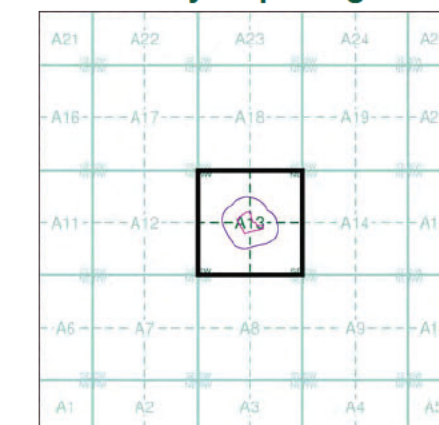
Hazardous Substances

- COMAH Site
- Explosive Site
- NIHHS Site
- Planning Hazardous Substance Consent
- Planning Hazardous Substance Enforcement

Geological

- BGS Recorded Mineral Site

Site Sensitivity Map - Segment A13



Order Details

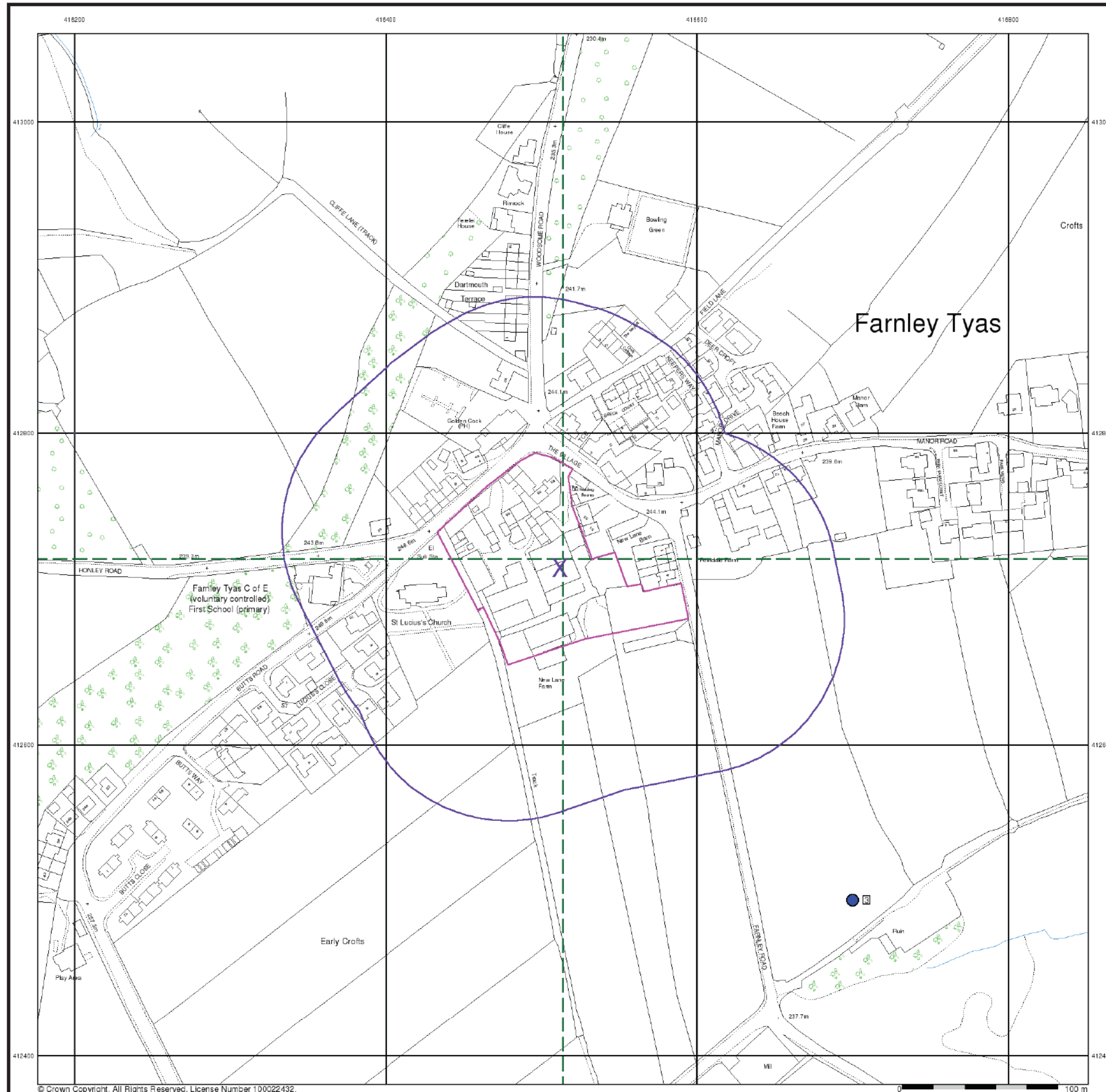
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Customer Ref: PO17559/JW/3381
National Grid Reference: 416510, 412710
Slice: A
Site Area (Ha): 1.08
Plot Buffer (m): 100

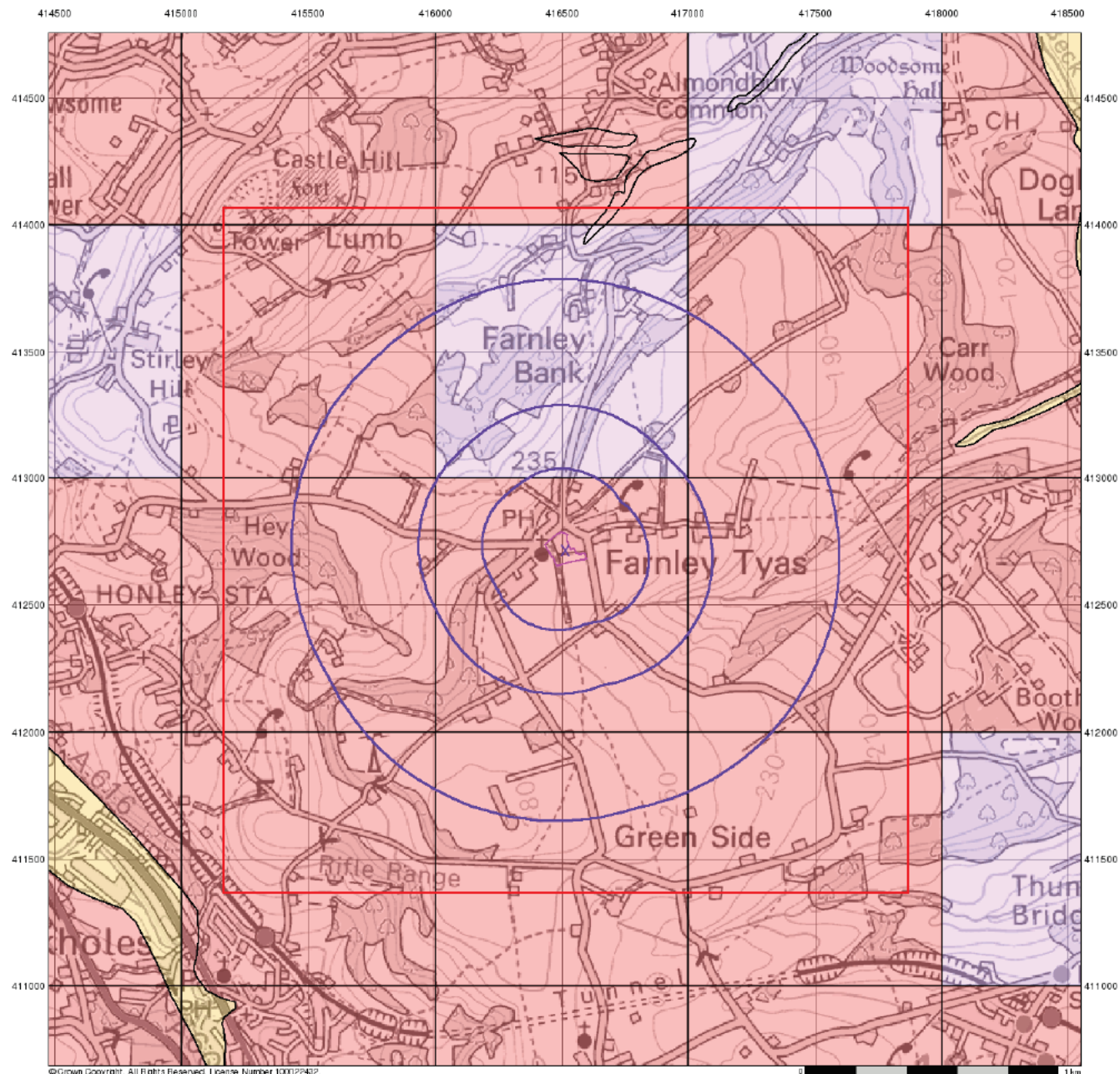
Site Details

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0 1 km



Groundwater Vulnerability

General

- Specified Site
- Specified Buffer(s)
- Bearing Reference Point
- Slice
- Map ID

Agency and Hydrological

Bedrock Aquifers

- High Vulnerability, Principal Aquifer
- High Vulnerability, Secondary Aquifer
- Medium Vulnerability, Principal Aquifer
- Medium Vulnerability, Secondary Aquifer
- Low Vulnerability, Principal Aquifer
- Low Vulnerability, Secondary Aquifer

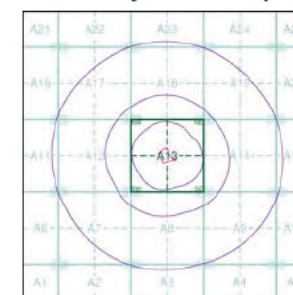
Superficial Aquifers

- High Vulnerability, Principal Aquifer
- High Vulnerability, Secondary Aquifer
- Medium Vulnerability, Principal Aquifer
- Medium Vulnerability, Secondary Aquifer
- Low Vulnerability, Principal Aquifer
- Low Vulnerability, Secondary Aquifer

Unproductive Aquifer

Soluble Rock

Site Sensitivity Context Map - Slice A



Order Details

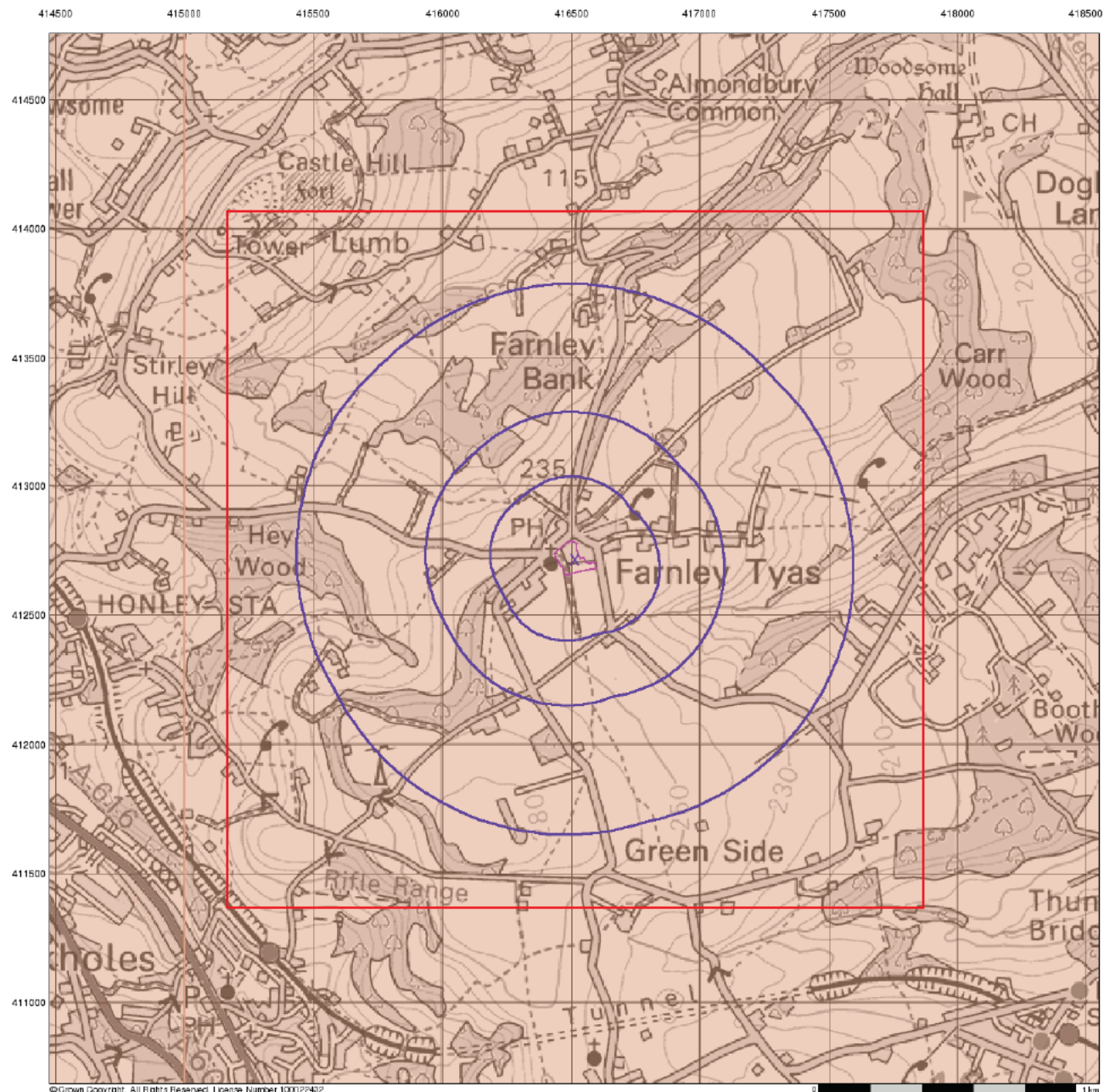
Order Number: 278825673_1_1
 Customer Ref: PO17559/JW/3381
 National Grid Reference: 416510, 412710
 Slice: A
 Site Area (Ha): 1.08
 Search Buffer (m): 1000

Site Details

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Landmark
 INFORMATION GROUP

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Bedrock Aquifer Designation

General

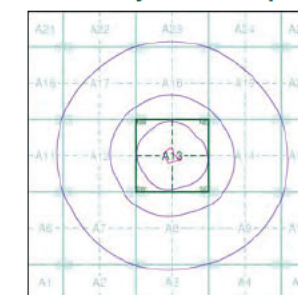
- Specified Site
- Specified Buffer(s)
- Bearing Reference Point
- Slice
- Map ID

Agency and Hydrological

Geological Classes

- Principal Aquifer
- Secondary A Aquifer
- Secondary B Aquifer
- Secondary Undifferentiated
- Unproductive Strata
- Unknown
- Unknown (Lakes and Landslip)

Site Sensitivity Context Map - Slice A



Order Details

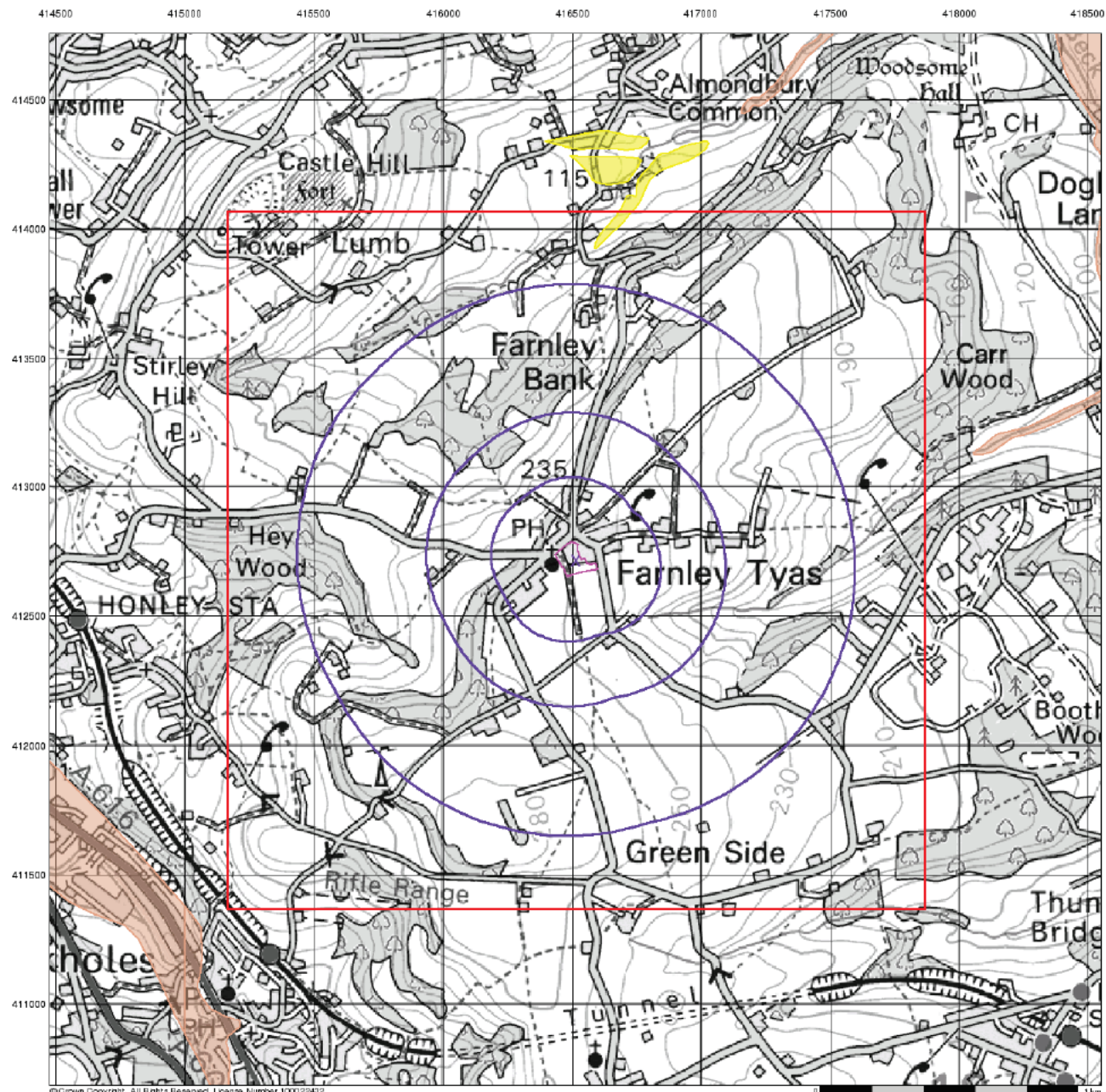
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 Customer Ref: PO17559/JW/3381
 National Grid Reference: 416510, 412710
 Slice: A
 Site Area (Ha): 1.08
 Search Buffer (m): 1000

Site Details

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Superficial Aquifer Designation

General

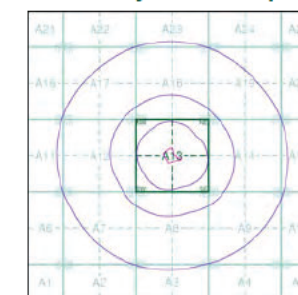
- Specified Site
- Specified Buffer(s)
- Bearing Reference Point
- Slice
- Map ID

Agency and Hydrological

Geological Classes

- Principal Aquifer
- Secondary A Aquifer
- Secondary B Aquifer
- Secondary Undifferentiated
- Unproductive Strata
- Unknown
- Unknown (Lakes and Landslip)

Site Sensitivity Context Map - Slice A



Order Details

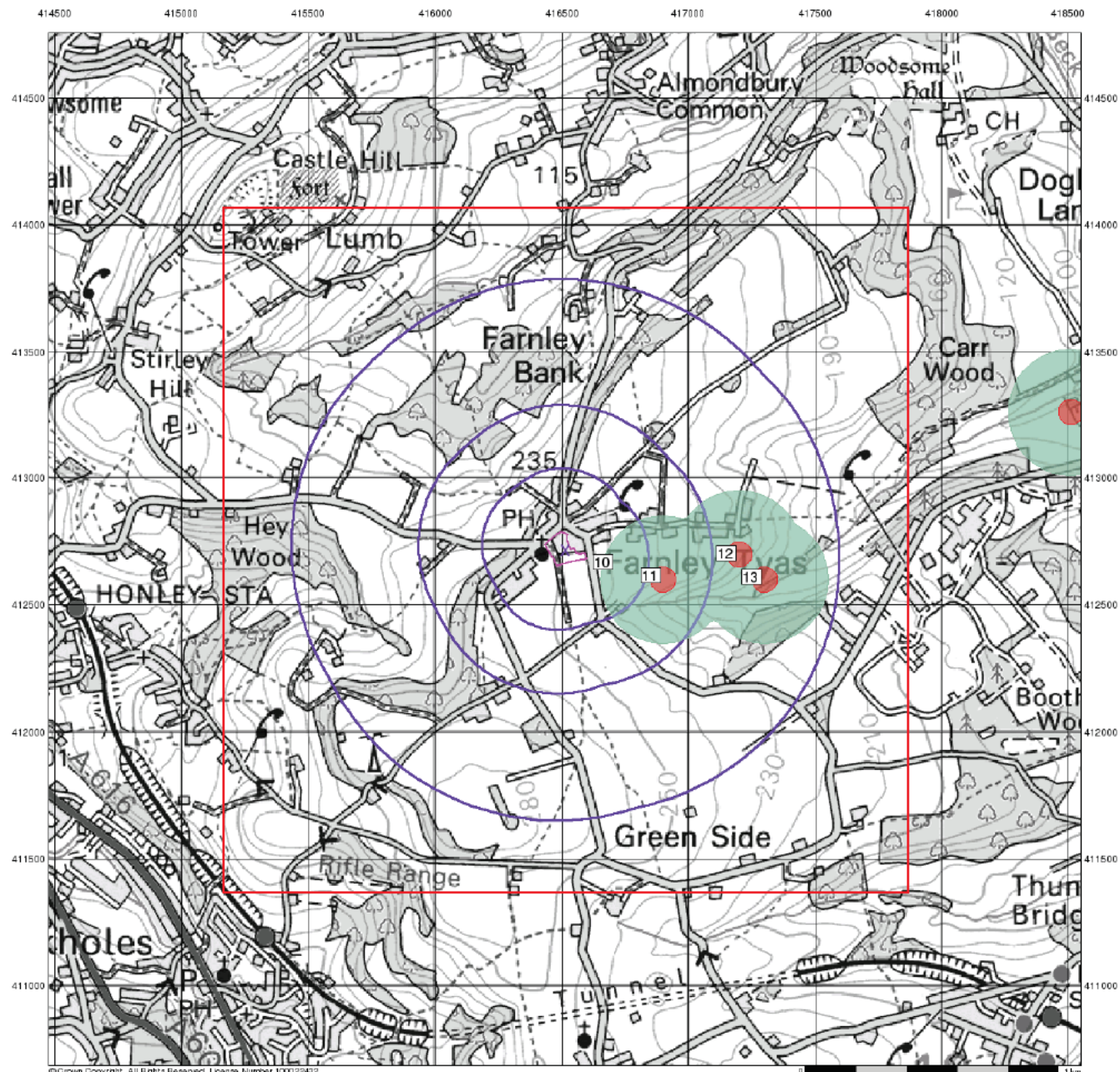
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 Customer Ref: PO17559/JW/3381
 National Grid Reference: 416510, 412710
 Slice: A
 Site Area (Ha): 1.08
 Search Buffer (m): 1000

Site Details

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Source Protection Zones

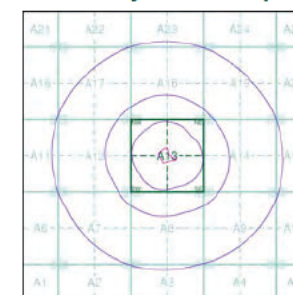
General

- Specified Site
- Specified Buffer(s)
- Bearing Reference Point
- Slice
- Map ID

Agency and Hydrological

- Inner zone (Zone 1)
- Inner zone - subsurface activity only (Zone 1c)
- Outer zone (Zone 2)
- Outer zone - subsurface activity only (Zone 2c)
- Total catchment (Zone 3)
- Total catchment - subsurface activity only (Zone 3c)
- Special interest (Zone 4)

Site Sensitivity Context Map - Slice A



Order Details

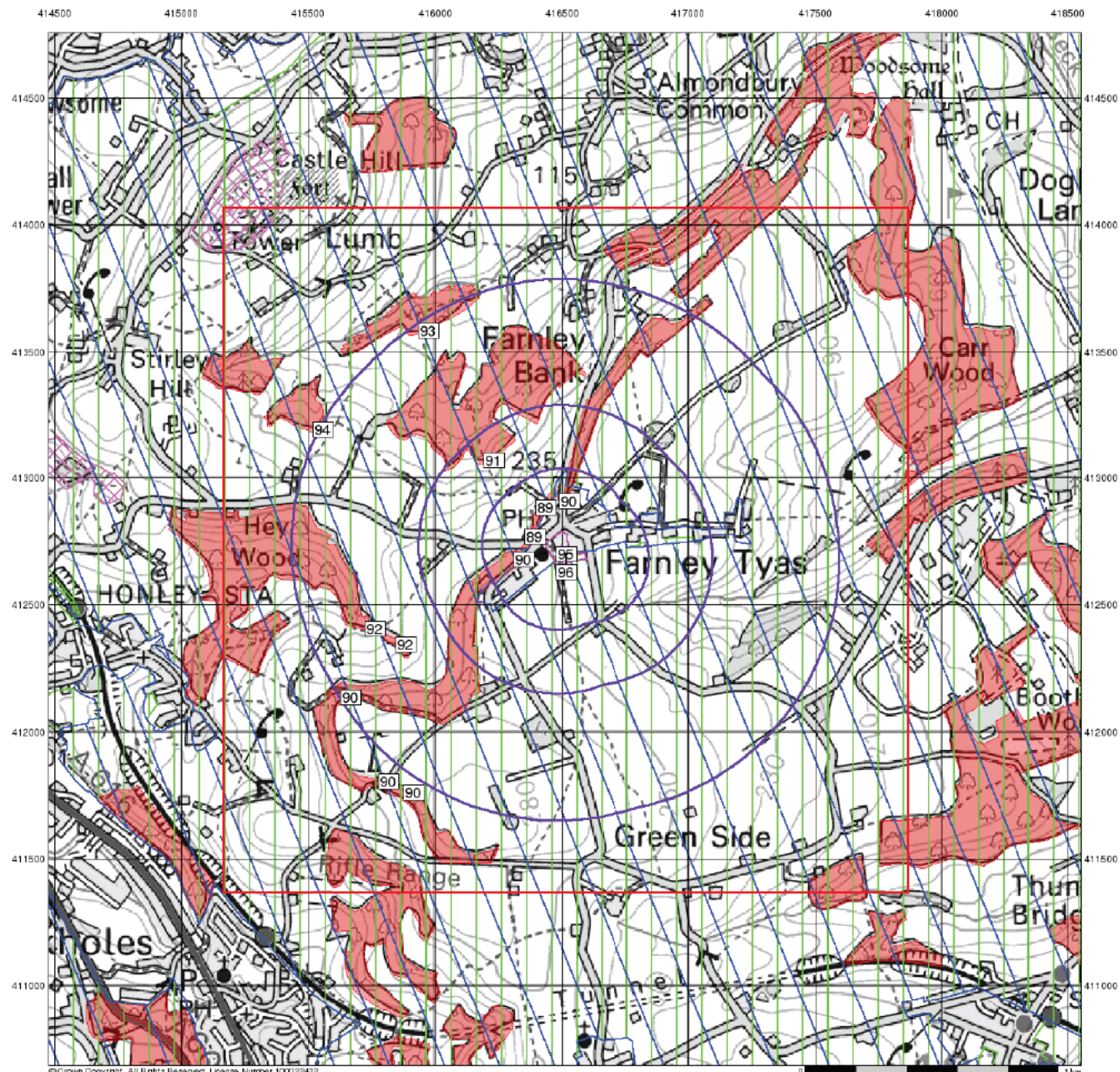
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 Customer Ref: PO17559/JW/3381
 National Grid Reference: 416510, 412710
 Slice: A
 Site Area (Ha): 1.08
 Search Buffer (m): 1000

Site Details

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Sensitive Land Uses

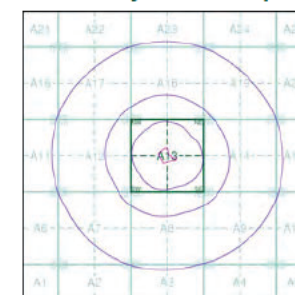
General

- Specified Site
- Specified Buffer(s)
- Bearing Reference Point
- Slice
- Map ID

Sensitive Land Uses

- Ancient Woodland
- Area of Adopted Green Belt
- Area of Unadopted Green Belt
- Area of Outstanding Natural Beauty
- Environmentally Sensitive Area
- Forest Park
- Local Nature Reserve
- Marine Nature Reserve
- National Nature Reserve
- National Park
- Nitrate Sensitive Area
- Nitrate Vulnerable Zone
- Ramsar Site
- Site of Special Scientific Interest
- Special Area of Conservation
- Special Protection Area
- World Heritage Sites

Site Sensitivity Context Map - Slice A



Order Details

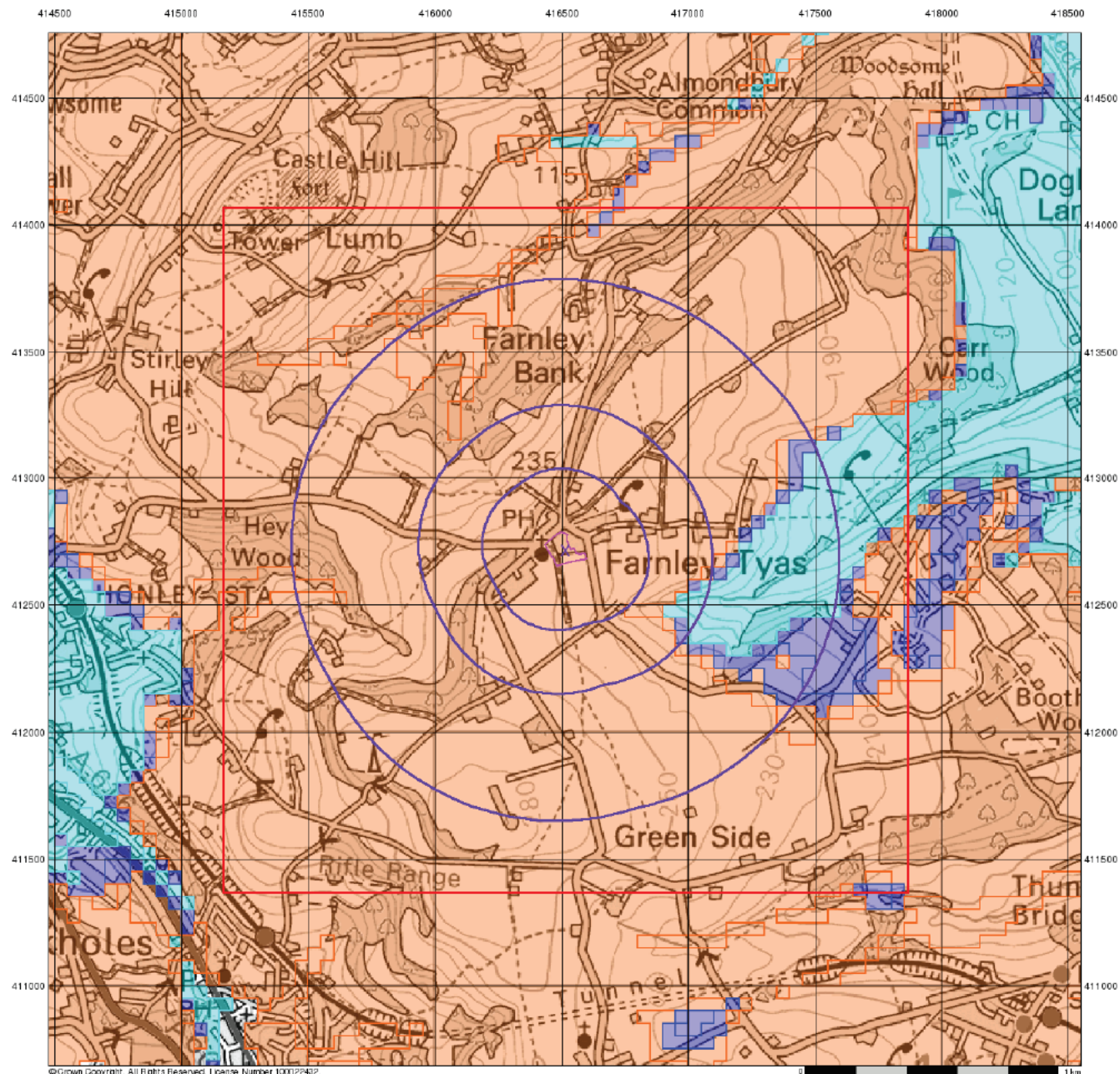
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 Customer Ref: PO17559/JW/3381
 National Grid Reference: 416510, 412710
 Slice: A
 Site Area (Ha): 1.08
 Search Buffer (m): 1000

Site Details

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BGS Flood GFS Data

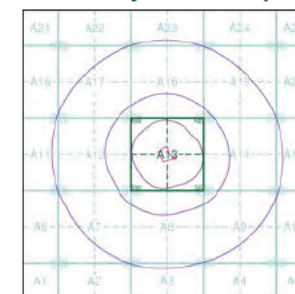
General

- Specified Site
- Specified Buffer(s)
- Bearing Reference Point
- Slice

Agency and Hydrological (Flood)

- Limited Potential for Groundwater Flooding to Occur
- Potential for Groundwater Flooding of Property Situated Below Ground Level
- Potential for Groundwater Flooding to Occur at Surface

Site Sensitivity Context Map - Slice A



Order Details

Order Number: 278825673_1_1
 Customer Ref: PO17559/JW/3381
 National Grid Reference: 416510, 412710
 Slice: A
 Site Area (Ha): 1.08
 Search Buffer (m): 1000

Site Details

Yew Tree Farm, Farnley Tyas, HD4 6UD



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General

- Specified Site
- Specified Buffer(s)
- Bearing Reference Point

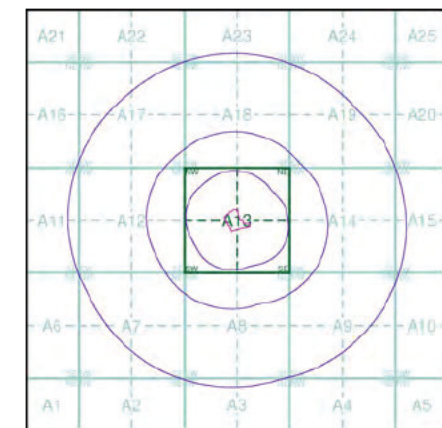
OS Water Network Data

- | | |
|--------------|-------------------------|
| Canal | Drain |
| Reservoir | Other |
| Foreshore | Lake |
| Marsh | Transfer |
| Tidal River | Lock Or Flight Of Locks |
| Inland River | Sea |

Contours (height in meters)

- Standard Contour 105 100 95
- Master Contour
- Spot Height 167.3
- MLW Mean Low Water
- MHW Mean High Water

OS Water Network Map - Slice A



Order Details

Order Number: 278825673_1_1
Customer Ref: PO17559/JW/3381
National Grid Reference: 416510, 412710
Slice: A
Site Area (Ha): 1.08
Search Buffer (m): 1000

Site Details

Yew Tree Farm, Farnley Tyas, HD4 6UD

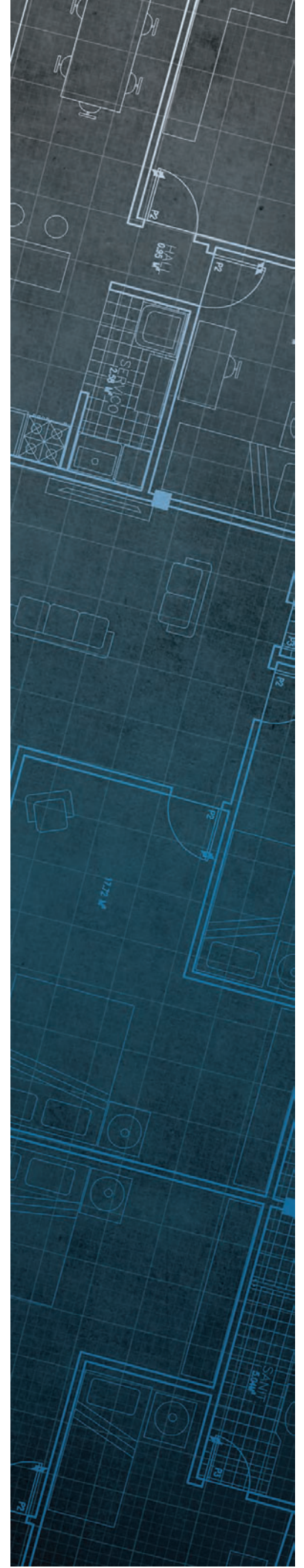


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Consultants Coal Mining Report

Yew Tree Farm
Farnley Tyas
Farnley Tyas
HD4 6UD

Date of enquiry:	18 May 2021
Date enquiry received:	18 May 2021
Issue date:	18 May 2021
Our reference:	51002535080001
Your reference:	PO17560/JW/3381



Consultants

Coal Mining Report

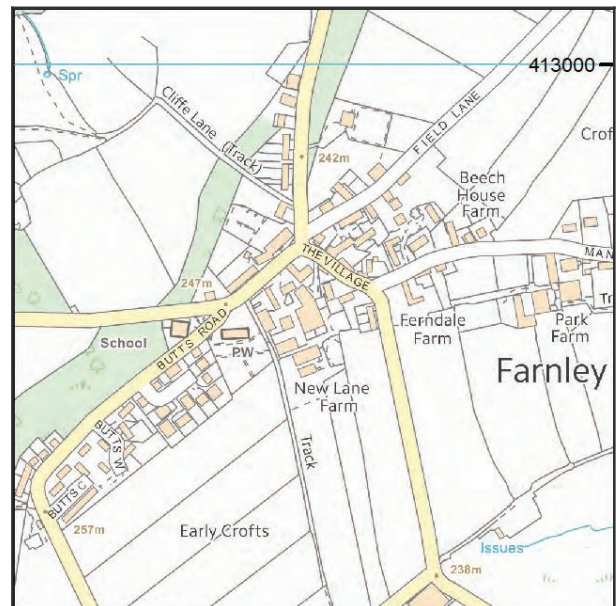
This report is based on and limited to the records held by the Coal Authority at the time the report was produced.

Client name

LITHOS CONSULTING LTD

Enquiry address

Yew Tree Farm
Farnley Tyas
Farnley Tyas
HD4 6UD



How to contact us

0345 762 6848 (UK)
+44 (0)1623 637 000 (International)

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Mansfield
Nottinghamshire
NG18 4RG

www.groundstability.com

Approximate position of property



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Section 1 – Mining activity and geology

Past underground mining

No past mining recorded.

Probable unrecorded shallow workings

None.

Spine roadways at shallow depth

No spine roadway recorded at shallow depth.

Mine entries

None recorded within 100 metres of the enquiry boundary.

Abandoned mine plan catalogue numbers

None available.

Outcrops

No outcrops recorded.

Geological faults, fissures and breaklines

No faults, fissures or breaklines recorded.

Opencast mines

None recorded within 500 metres of the enquiry boundary.

Coal Authority managed tips

None recorded within 500 metres of the enquiry boundary.

Section 2 – Investigative or remedial activity

Please refer to the 'Summary of findings' map (on separate sheet) for details of any activity within the area of the site boundary.

Site investigations

None recorded within 50 metres of the enquiry boundary.

Remediated sites

None recorded within 50 metres of the enquiry boundary.

Coal mining subsidence

The Coal Authority has not received a damage notice or claim for the subject property, or any property within 50 metres of the enquiry boundary, since 31 October 1994.

There is no current Stop Notice delaying the start of remedial works or repairs to the property.

The Coal Authority is not aware of any request having been made to carry out preventive works before coal is worked under section 33 of the Coal Mining Subsidence Act 1991.

Mine gas

None recorded within 500 metres of the enquiry boundary.

Mine water treatment schemes

None recorded within 500 metres of the enquiry boundary.

Section 3 – Licensing and future mining activity

Future underground mining

None recorded.

Coal mining licensing

None recorded within 200 metres of the enquiry boundary.

Court orders

None recorded.

Section 46 notices

No notices have been given, under section 46 of the Coal Mining Subsidence Act 1991, stating that the land is at risk of subsidence.

Withdrawal of support notices

The property is not in an area where a notice to withdraw support has been given.

The property is not in an area where a notice has been given under section 41 of the Coal Industry Act 1994, cancelling the entitlement to withdraw support.

Payments to owners of former copyhold land

The property is not in an area where a relevant notice has been published under the Coal Industry Act 1975/Coal Industry Act 1994.

Section 4 – Further information

Based on the responses in this report, no further information has been highlighted.

Section 5 – Data definitions

The datasets used in this report have limitations and assumptions within their results. For more guidance on the data and the results specific to the enquiry boundary, please **call us on 0345 762 6848** or **email us at groundstability@coal.gov.uk**.

Past underground coal mining

Details of all recorded underground mining relative to the enquiry boundary. Only past underground workings where the enquiry boundary is within 0.7 times the depth of the workings (zone of likely physical influence) allowing for seam inclination, will be included.

Probable unrecorded shallow workings

Areas where the Coal Authority believes there to be unrecorded coal workings that exist at or close to the surface (less than 30 metres deep).

Spine roadways at shallow depth

Connecting roadways either, working to working, or, surface to working, both in-seam and cross measures that exist at or close to the surface (less than 30 metres deep), either within or within 10 metres of the enquiry boundary.

Mine entries

Details of any shaft or adit either within, or within 100 metres of the enquiry boundary including approximate location, brief treatment details where known, the mineral worked from the mine entry and conveyance details where the mine entry has previously been sold by the Authority or its predecessors British Coal or the National Coal Board.

Abandoned mine plan catalogue numbers

Plan numbers extracted from the abandoned mines catalogue containing details of coal and other mineral abandonment plans deposited via the Mines Inspectorate in accordance with the Coal Mines Regulation Act and Metalliferous Mines Regulation Act 1872. A maximum of 9 plan extents that intersect with the enquiry boundary will be included. This does not infer that the workings and/or mine entries shown on the abandonment plan will be relevant to the site/property boundary.

Outcrops

Details of seam outcrops will be included where the enquiry boundary intersects with a conjectured or actual seam outcrop location (derived by either the British Geological Survey or the Coal Authority) or intersects with a defined 50 metres buffer on the coal (dip) side of the outcrop. An indication of whether the Coal Authority believes the seam to be of sufficient thickness and/or quality to have been worked will also be included.

Geological faults, fissures and breaklines

Geological disturbances or fractures in the bedrock. Surface fault lines (British Geological Survey derived data) and fissures and breaklines (Coal Authority derived data) intersecting with the enquiry boundary will be included. In some circumstances faults, fissures or breaklines have been known to contribute to surface subsidence damage as a consequence of underground coal mining.

Opencast mines

Opencast coal sites from which coal has been removed in the past by opencast (surface) methods and where the enquiry boundary is within 500 metres of either the licence area, site boundary, excavation area (high wall) or coaling area.

Coal Authority managed tips

Locations of disused colliery tip sites owned and managed by the Coal Authority, located within 500 metres of the enquiry boundary.

Site investigations

Details of site investigations within 50 metres of the enquiry boundary where the Coal Authority has received information relating to coal mining risk investigation and/or remediation by third parties.

Remediated sites

Sites where the Coal Authority has undertaken remedial works either within or within 50 metres of the enquiry boundary following report of a hazard relating to coal mining under the Coal Authority's Emergency Surface Hazard Call Out procedures.

Coal mining subsidence

Details of alleged coal mining subsidence claims made since 31 October 1994 either within or within 50 metres of the enquiry boundary. Where the claim relates to the enquiry boundary confirmation of whether the claim was accepted, rejected or whether liability is still being determined will be given. Where the claim has been discharged, whether this was by repair, payment of compensation or a combination of both, the value of the claim, where known, will also be given.

Details of any current 'Stop Notice' deferring remedial works or repairs affecting the property/site, and if so the date of the notice.

Details of any request made to execute preventative works before coal is worked under section 33 of the Coal Mining Subsidence Act 1991. If yes, whether any person withheld consent or failed to comply with any request to execute preventative works.

Mine gas

Reports of alleged mine gas emissions received by the Coal Authority, either within or within 500 metres of the enquiry boundary that subsequently required investigation and action by the Coal Authority to mitigate the effects of the mine gas emission.

Mine water treatment schemes

Locations where the Coal Authority has constructed or operates assets that remove pollutants from mine water prior to the treated mine water being discharged into the receiving water body.

These schemes are part of the UK's strategy to meet the requirements of the Water Framework Directive. Schemes fall into 2 basic categories: Remedial – mitigating the impact of existing pollution or Preventative – preventing a future pollution incident.

Mine water treatment schemes generally consist of one or more primary settlement lagoons and one or more reed beds for secondary treatment. A small number are more specialised process treatment plants.

Future underground mining

Details of all planned underground mining relative to the enquiry boundary. Only those future workings where the enquiry boundary is within 0.7 times the depth of the workings (zone of likely physical influence) allowing for seam inclination will be included.

Coal mining licensing

Details of all licenses issued by the Coal Authority either within or within 200 metres of the enquiry boundary in relation to the under taking of surface coal mining, underground coal mining or underground coal gasification.

Court orders

Orders in respect of the working of coal under the Mines (Working Facilities and Support) Acts of 1923 and 1966 or any statutory modification or amendment thereof.

Section 46 notices

Notice of proposals relating to underground coal mining operations that have been given under section 46 of the Coal Mining Subsidence Act 1991.

Withdrawal of support notices

Published notices of entitlement to withdraw support and the date of the notice. Details of any revocation notice withdrawing the entitlement to withdraw support given under Section 41 of the Coal Industry Act 1994.

Payment to owners of former copyhold land

Relevant notices which may affect the property and any subsequent notice of retained interests in coal and coal mines, acceptance or rejection notices and whether any compensation has been paid to a claimant.

