

Site: Royd Hill Farm, Higham, Barnsley

Client: Darren Dickinson

Date: October 2008

Report Title: Desk Top Study

Report Number: 1900 - 151008

Planning Application: 2008/1446 & 2008/1448



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Client: Darren Dickenson Date: October 2008
Document: Desk Top Study 1900-151008 for issue Report Number: 1900-151008

Oceans-ESU Ltd


Document Quality Control

Client: Darren Dickenson
Site: Royd Hill Farm, Higham
Report Type: Desktop Study
Report Date: October 2008
Report Number: 1900 – 151008
Planning Application: Farmhouse - 2008/1446 & Barn B - 2008/1448

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EXECUTIVE SUMMARY

- The study site consists of several farm buildings around a concrete courtyard. The site has been used for agricultural purposes since at least 1550.
- No significant industrial land uses have occupied the immediate surroundings, although there has been coal extraction in the area. A Coal Authority report was examined, and this states “any ground movement from these coal workings should have ceased by now”.
- A walkover survey did not reveal evidence of contamination; although anecdotal and historical map evidence suggest both a small diesel tank and infilled pond are present on site and adjacent to the site. Although risks to the site are deemed low, further investigations are recommended to assess risks to human health and controlled waters.





BRIEF

Instructions were received from Mr Darren Dickinson to compile a desktop study on the site at Royd Hill Farm, Higham, near Barnsley. The brief was to conduct investigations in line with requirements made by Barnsley Planning Department. This was to include investigation of site history to identify land use and building changes at the site; investigation of site geology; drainage; and topography. A walkover survey was also undertaken to identify potentially contaminated areas.

Oceans-ESU Archive files were searched, along with past editions of published Ordnance Survey plans. The 'Sitescope' environmental database was searched for information from the following sources:

- The Environment Agency
- Bradford Metropolitan City Council – Environmental Health
- Kirklees Metropolitan Borough Council – Environmental Health Department
- Kirklees Metropolitan Borough Council – Planning Services
- West Yorkshire Fire Authority
- British Geological Survey
- Health And Safety Executive
- National Radiological Protection Board (NRPB)
- Department for Environment, Food and Rural Affairs (DEFRA)
- The Coal Authority





THE SITE

Site Address: Royd Hill Farm,
Royd Lane,
Higham,
South Yorkshire
S75 1PH

Grid Reference: SE 3091 0740

The study site is situated to the west of the village of Higham, and is located within 250m of the M1. The site consists of several farm buildings, including an existing dwelling (henceforth referred to as '*the old farmhouse*'), a barn dated c1550 ('*the tithe barn*'), and another outbuilding ('*the milking parlour*') around an existing concrete courtyard. In addition, the shells of '*partially demolished barns*' are present, along the western and southern boundaries of this courtyard. Other areas of the site include currently undeveloped areas, though anecdotal evidence suggests more recent steel framed/concrete floor slab barns occupied these areas.

A location map of the site can be found in the appendices.

The plans for the site include the redevelopment/conversion of the old farmhouse, tithe barn, and milking parlour as three dwellings, as well as the conversion of the partially demolished barns as three smaller 'cottage-style' dwellings

A plan of the proposed changes is included within the appendices.





Historical Maps

Historical ordnance survey maps were retrieved from a database in order to examine previous land uses around the study site, and to identify any possible contamination sources.

The earliest available maps, dated 1851, show the presence of the three main structures at the site. The adjacent areas are all undeveloped farmland, though there is a structure described as a “pump” 100-150m to the east of the study site. No other named structures were in the vicinity. Other structures within a 1km of the site are described as “air shafts”, and there is also an inclined plane ~500m to the east. It is assumed that all these structures are related to coal mining activities in the area. Other uses at ~500m include a “brickfield” and “old sandstone quarry” to the south, and “lime kilns” to the west, at the foot of the inclined plane. The closest water body is a small stream ~300m to the south, running east to west.

By 1893, the study site appears to have changed little, although those structures now referred to as “the partially demolished barns” have been constructed around the courtyard by this point. The terraced dwellings (Nos. 22 to 28) adjacent to the study site to the west have also been constructed by this point. The “pump” no longer appears present/is not named as such at this time.

Maps dated 1906, 1931, and 1938 do not show significant change on the study site, although the 1931 map describes “allotment gardens” to the east, and the development of a “Miner’s Welfare Sports Ground” and bowling green on fields to the immediate south. By 1938, Higham Pumping Station has been constructed around 500m to the south (presumed linked to underground pumping), in the vicinity several unnamed earthworks and “shafts”. It is unclear whether these earthworks are embankments, and therefore possibly colliery waste linked to the shafts, or are (possibly water filled) depressions linked to the expansion of the “old sandstone quarry”. There is also a small reservoir to the south of this area. Maps published in 1948 and 1956 show no significant change.

Maps published in 1962 show no significant alterations to the study site itself, although the “Miner’s Welfare Sports Ground” has increased detail, including an apparent embankment close to the southern boundary, and marshy area down-gradient of this. This suggests the surface of the “Miner’s Welfare Sports Ground” had been upfilled due to waterlogging, although the date of upfill is unclear, since this level of detail is not apparent on previous maps. [*Given the fact the upfilling appears to have been undertaken specifically for drainage on the sports ground, the use of degradable or other materials likely to give subsidence is thought unlikely*]. Other details described on this map include the apparent damming of the small stream to the south, and the residential development of Higham village. Those airshafts described previously are now described as “disused”. Maps published in 1966 no longer describe the pump station to the south, though several land drains have appeared and the earthworks are no longer present. In addition, a “Mine” with a





1km conveyor running south has now appeared ~500m to the south of the site, and significant opencast workings are now apparent on the eastern side of Higham.

By 1970, the M1 motorway is shown on maps, running SE to NW in relation to the study site. The “Miner’s Welfare Sports Ground” has been reduced in size by the motorway, and Royd Lane and Pogwell Lane that run to the north and south of the site respectively are now cuttings, presumably to allow the roads to pass beneath the M1. Maps published in 1973 show no significant change to the study site or its immediate surroundings, though the opencast workings to the east of Higham are apparently completed and the agricultural land restored. The study site is now separated from the mine workings described previously by the M1.

Maps published in 1977 show no significant change to the study site or its surroundings, though there is now a pond to the immediate east of Royd Hill Farm. Larger scale maps dated 1983 describe a “tip (dis.)” immediately adjacent to the area previously described as “Mine”, though the majority of structures are absent from this area. The “tip” is most likely to be mine tailings from the redundant colliery. The village of Higham also shows significant residential development by this point.

Maps published in 1991 show the “pond” described in the 1977 publication is no longer present, and there are now two circular structures in Royd Hill Farm’s concrete courtyard that are described as tanks [*although these structures are now known to be grain silos, not tanks*]. Maps published in 1993 show the “tip” is no longer present, but there are no significant alterations to the study site or surroundings.

All historical maps are included in the appendices.





Geology/Coal Mining

A separate coal mining report has also been provided for this site. This states:

Past: the property is in the likely zone of influence from workings in two seams of coal at 160m to 220m depth, and last worked in 1928.

Any ground movement from these coal workings should have ceased by now.

Present: the property is not in the likely zone of influence of any present underground coal workings.

Future: the property is not in an area for which the Coal Authority is determining whether to grant a license to remove coal using underground methods.

The property is not in an area for which a license has been granted to remove coal using underground methods.”

Hydrogeology

In its ‘Groundwater Vulnerability Map Series’, the Environment Agency has classified the geology underlying the site as a minor aquifer with soils of high leaching potential. Soils of high leaching potential are soils in which pollutants are likely to encounter little resistance to migration, and the soils have little ability to attenuate diffuse pollutants.

A copy of the ‘Groundwater Vulnerability Map: Sheet 11 South Pennines has been included in the appendices.

Hydrology

An unnamed water course (with dam) lies approximately 300m to the south of the site: no biological or chemical classifications are available. No other water bodies are present.

Ecology

There are no SSSIs or other sensitive areas within 250m of the site.





Other Environmental Information (within 250m of site)

Landfill Sites or other areas of infilling:	Yes, infilled pond in vicinity of study site
Waste Transfer Sites:	No
Waste Treatment and Disposal Sites:	No
Abstraction Licenses:	No
Discharges to Water	No
Hazardous/Dangerous substance consents:	No
Radioactive Consents:	No
Past Industrial Land use:	No
Current Industrial Land use:	No
Environmentally Sensitive Areas:	Yes – Nitrate Vulnerable Zone
Groundwater Vulnerability	Yes
Natural Subsidence Risk:	Low
Shallow Mining Risk:	Low-moderate, see appropriate section
Coal Mining Areas:	Yes
Mineral Extraction and Quarrying:	No
Flood Risk:	No
Radon:	Less than 1% of homes are above the action level





WALKOVER SURVEY

An Oceans ESU site chemist completed a walkover survey of the site. In particular the following were looked for as part of assessment for any current or potential contamination problems at the site:

- areas of staining (suggesting historic leakage)
- obvious gaps in vegetation (suggesting ground contamination)
- unnaturally raised ground (suggesting buried materials or upfilling)
- depressions (suggesting removed tanks/collapsed voids)

The study site is sloped towards the west, and is mostly covered by a mixture of buildings, hardstanding (concrete as well as compacted hardcore), grass and rough vegetation. No obvious signs of contamination were observed during the survey.

For ease, the site was divided up into three zones. These zones are as follows:

- The existing structures: 'the old farmhouse'; 'the tithe barn'; 'the milking parlour'; and the 'partially demolished barns'. These structures surround an existing concrete courtyard.
- "Behind the milking parlour": this area covers the rear (north elevation) of the milking parlour to the northern site boundary.
- "The Garden": areas from the eastern elevation of the old farmhouse to the eastern site boundary.

The existing structures

The tithe barn is currently unoccupied: the floor is of rough earth, and no apparent staining on either the walls or floor was apparent. Anecdotal evidence suggests the barn was used for the storage of animal feeds in the recent past. The milking parlour is currently derelict without an intact roof. Its floor is covered by a complete concrete hardstanding. The old farmhouse is currently occupied.

The partially demolished barns surround the western and southern boundaries of the concrete courtyard. The floors of these barns are of rough earth: again, no staining was apparent. Anecdotal evidence suggests the roofs of these barns were removed recently for health and safety reasons.

As mentioned previously, two grain silos were present within the courtyard, adjacent to the tithe barn (described on historical maps as "tanks"). Anecdotal evidence suggests these silos were sold quite recently for reuse, and that their foundations were removed for health and safety reasons.





Behind the milking parlour

This area is currently largely unoccupied by structures, though a small steel framed shed occupies the NW corner of the site: this shed has a rough floor of crushed concrete. Anecdotal evidence suggests a portion of this area was formerly occupied by another steel framed shed with a concrete floor slab: this shed was removed at some point in the past few years, and the floor slab crushed for health and safety reasons. This crushed floor slab is believed to be the source of the crushed concrete in the small shed, as well as a pile in The Garden (discussed below). There is also a pile of topsoil material in this area, which anecdotal evidence suggests originates from The Garden area, and was excavated for a cutting/roadway in this area (see below). There was no visual evidence of contaminated materials or significant organic matter in this soil.

The Garden

This area is unoccupied at present, and can itself be split into four zones:

- *The 'cut' area.* It is understood that this area has been excavated for the footings of a proposed extension to the old farmhouse. Photos within the appendices show the presence of a seam of coal material very close to the surface in this area, *though this material was not observed in other areas.* The precise depth of the coal material was not apparent.
- *The garden behind the cut.* Anecdotal evidence suggests this area was formerly a vegetable garden for the old farmhouse. This area has no structures, though anecdotal evidence suggests a small red diesel tank was present in this area several years ago, though this tank was removed due to theft of diesel.
- *The road cutting* (not shown on site drawing). This cutting was excavated to permit vehicular access to the rear: the soil profile in this area did not show evidence of coal. This is believed to be the source of the topsoil material currently stockpiled behind the milking parlour (see above).
- *The NE garden.* This area was covered in vegetation: no structures were present, and anecdotal evidence suggests this area has never been developed.

Photographs are included within the appendices.





CONCEPTUAL MODEL AND RISK ASSESSMENT

Although the site has always been occupied by a farm (tithe barn dated c1550), and there have been no significant industrial activities within 250m of the site, the following issues are discussed:

- *Coal measures close to the surface*: although these coal measures were only observed in one area of the site, and were confirmed as absent from others areas (“the cut” and “the road cutting” respectively), coal within such close proximity to the surface will require several actions.

Due to its calorific value and likely geotechnical unsuitability, any coal measures encountered within the footings or floor slab excavations must be removed. Secondly, coal measures *may* be associated with carbon dioxide production (and to a lesser extent, carbon monoxide and methane). Due to the proximity of such measures to the surface, the likelihood of the presence of carbon dioxide is deemed low (due to the diffusion of atmospheric oxygen): nevertheless, some form of vented floor slab and upgraded DPM¹ must be included with the developments as a precaution (it is understood that vented floor slabs will be included in the development anyway).

- *Infilled pond to east of study site*: the historical maps revealed the presence of a pond in 1977, though this pond appears to have been infilled by maps published 1983 and 1991. No details are available on what materials were used to fill this pond, and although the pond was filled prior to 1983, there is the slight possibility that methanogenic materials are present.

In order to retain water (since there is no evidence of a spring to feed a pond in this area), some degree of ‘lining’/compacted soil would have been required. This ‘liner’ would provide a barrier to any lateral gas migration, particularly if the area was uncapped. As such, the likelihood of a risk to the site is deemed ‘low’.

Nevertheless, some verification works will be required: unless direct evidence of the removal of the pond and its infill is available (e.g. if a road has been built upon it, the pond would have had to have been excavated for the road’s foundation), it is recommended that spike bar testing be undertaken directly within the footprint of the pond. Although more of a qualitative assessment, spike bar testing within the ‘source’ will provide definitive evidence of the absence of gas. If gas is detected, then further works will be required.

As discussed above, the development will also include vented floor spaces and an upgraded DPM.

¹ Records of these vented floor spaces and upgraded DPMs, including photos and details of overlaps and taping etc, must be kept for Building Control.



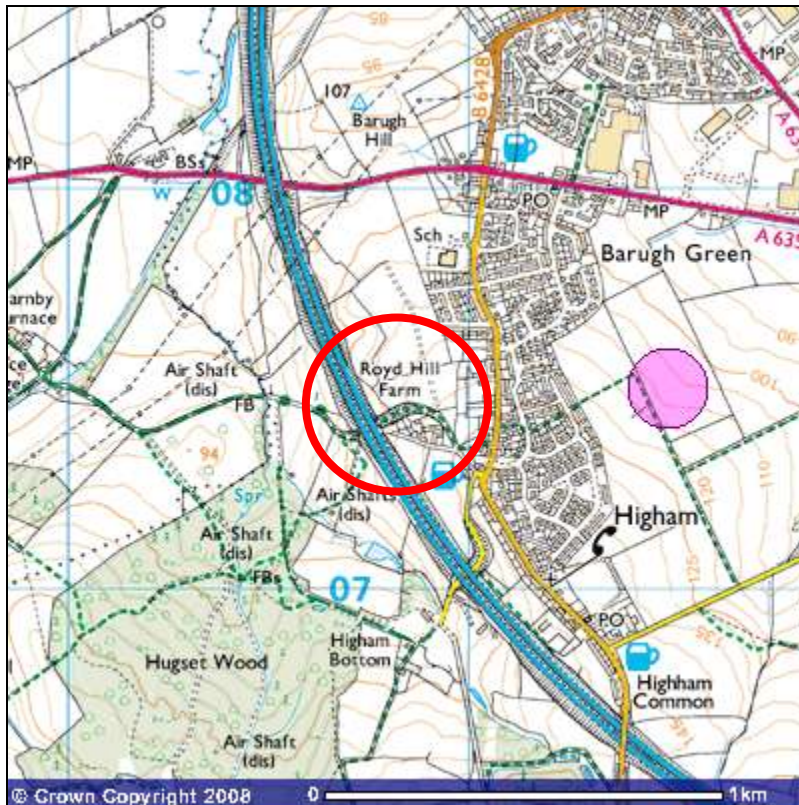


- *Miner's Welfare Sports Ground*: as discussed previously, the sports ground is to the immediate south of the study site, on the south side of a road. There is evidence to suggest that the southern portion of this site was upfilled by 1962, presumably to level the site and improve drainage. Since the site being upfilled was a sports grounds (currently occupied by a cricket square), the use of upfill likely to cause subsidence, including topsoil (and therefore methane), would have been unlikely. As such, it is thought unlikely that this area will pose a risk to the study site.
- *Diesel tank with "The Garden"*: as discussed above, there is anecdotal evidence that a diesel tank was present within the area referred to as "The Garden". There was no evidence of diesel contamination in this area during the site walkover (i.e. staining or odours), which suggests significant contamination is absent. However, there is the possibility that localised hotspots are present in this area: it is recommended that subsurface samples of the soils in this area be collected and submitted for laboratory analysis to verify the absence of hydrocarbons.
- *Other on-site issues*: since the site has been in agricultural use since at least 1550, there is the possibility that contaminated materials may be present in areas of the site. In the event malodorous or other unexpected materials are encountered during development works (e.g. backfilled excavations or drainage sumps), then specialist advice should be sought for an appropriate course of action.





APPENDIX A: SITE LOCATION



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Client: Darren Dickenson

Date: October 2008

Document: Desk Top Study 1900-151008 for issue

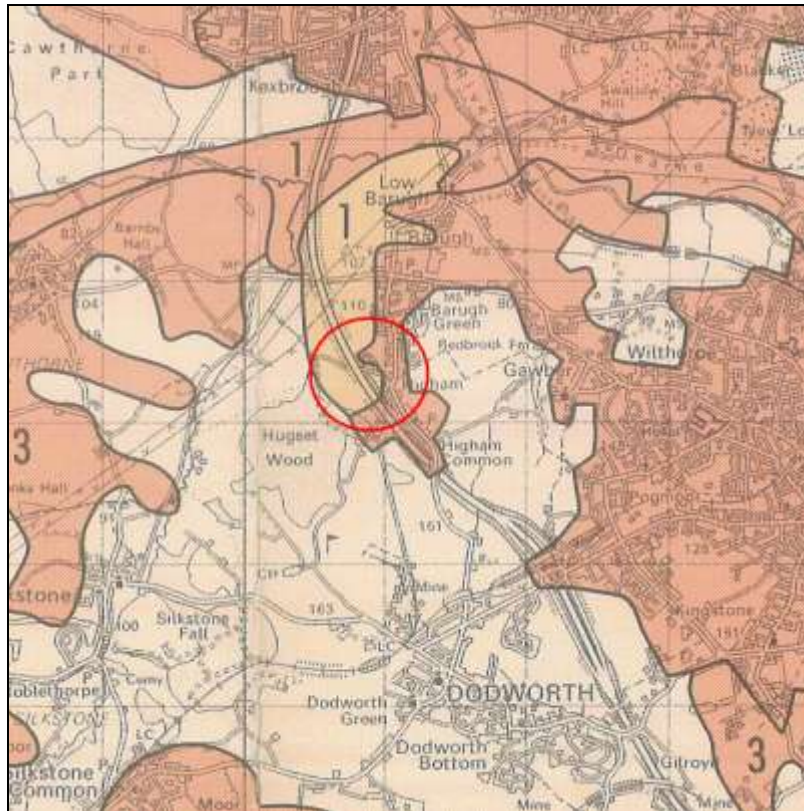
Report Number: 1900-151008

APPENDIX B: SITE LAYOUT





APPENDIX C: GROUNDWATER VULNERABILITY

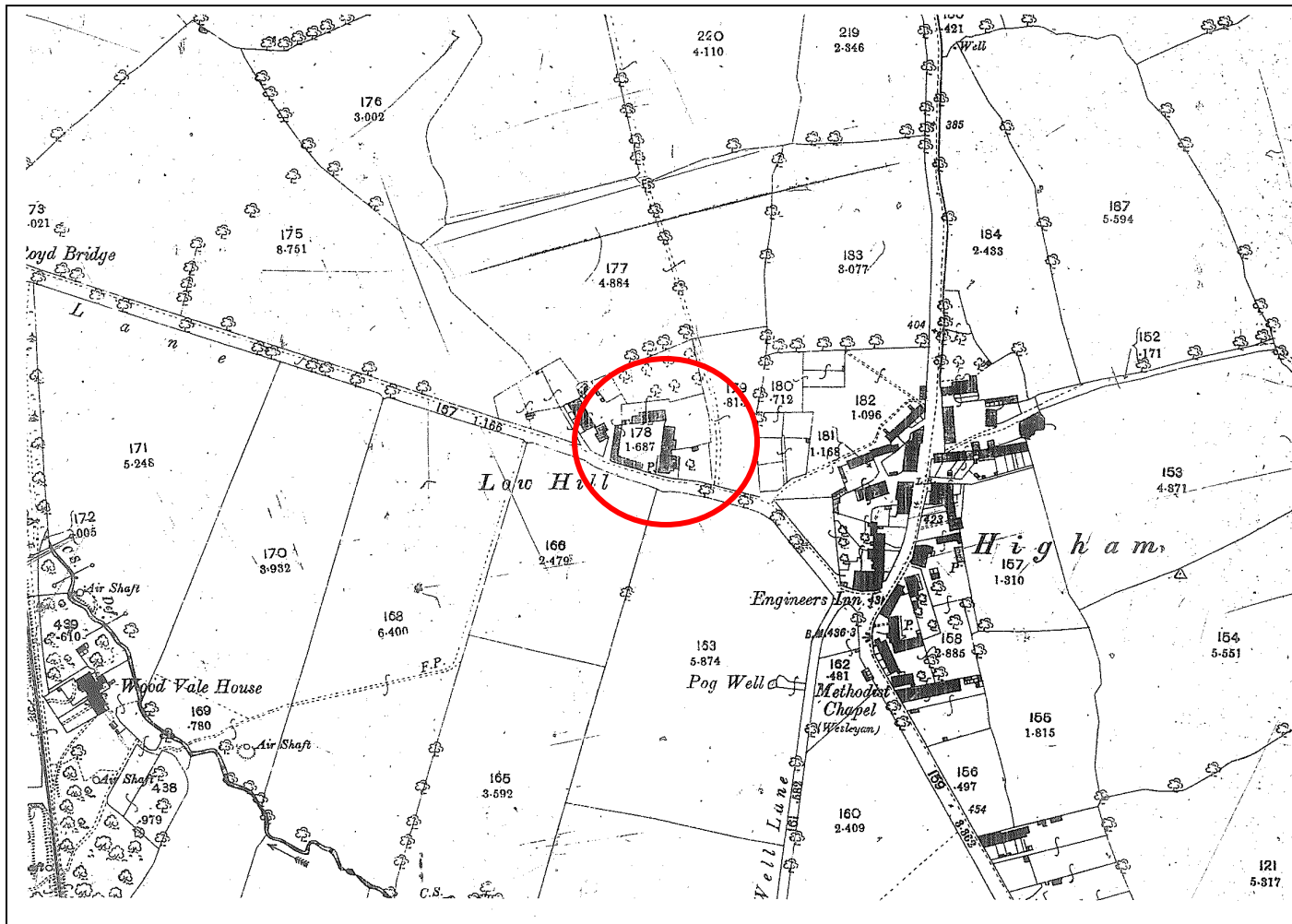


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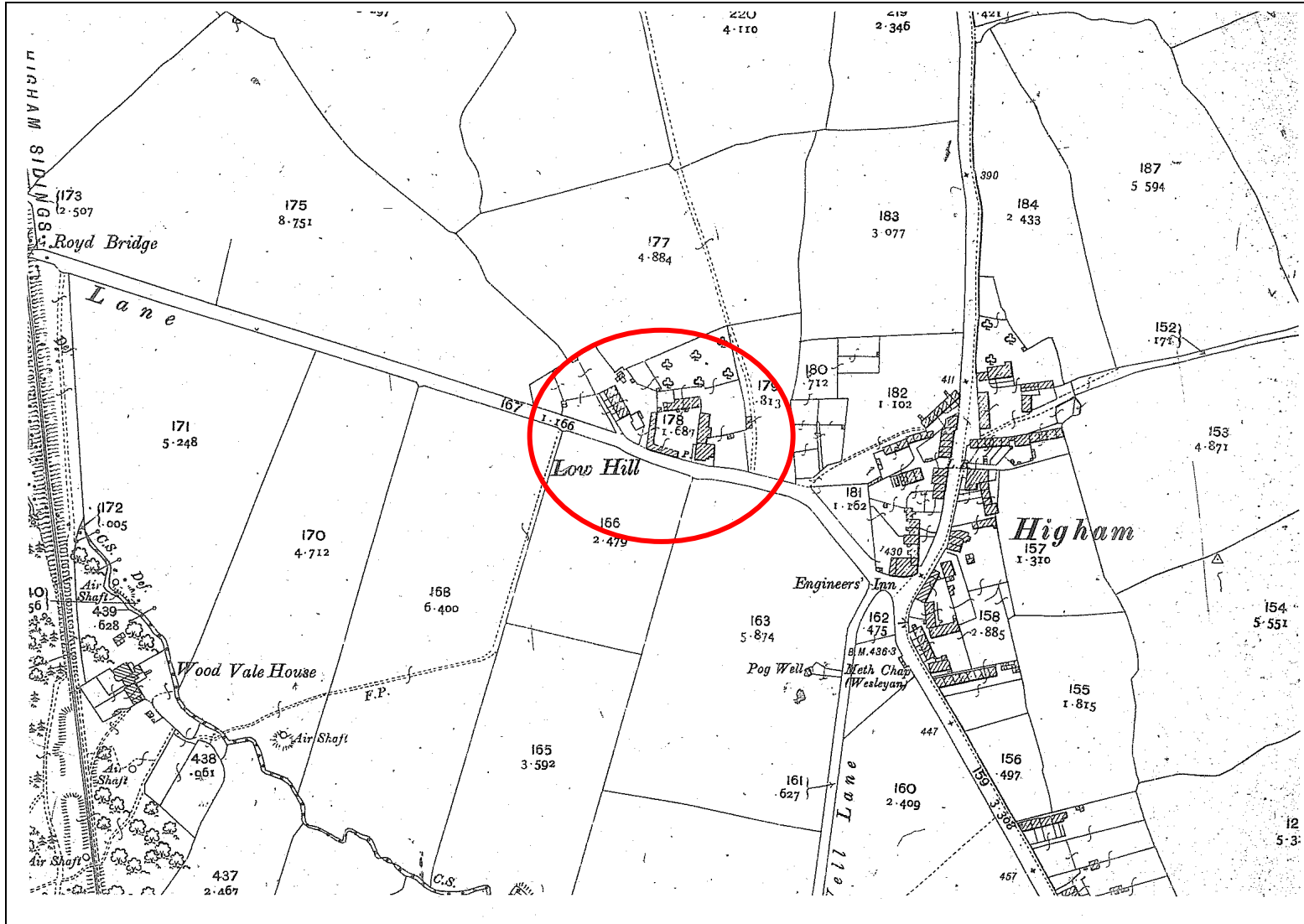
APPENDIX D: HISTORIC MAPS

1:2500, year 1893



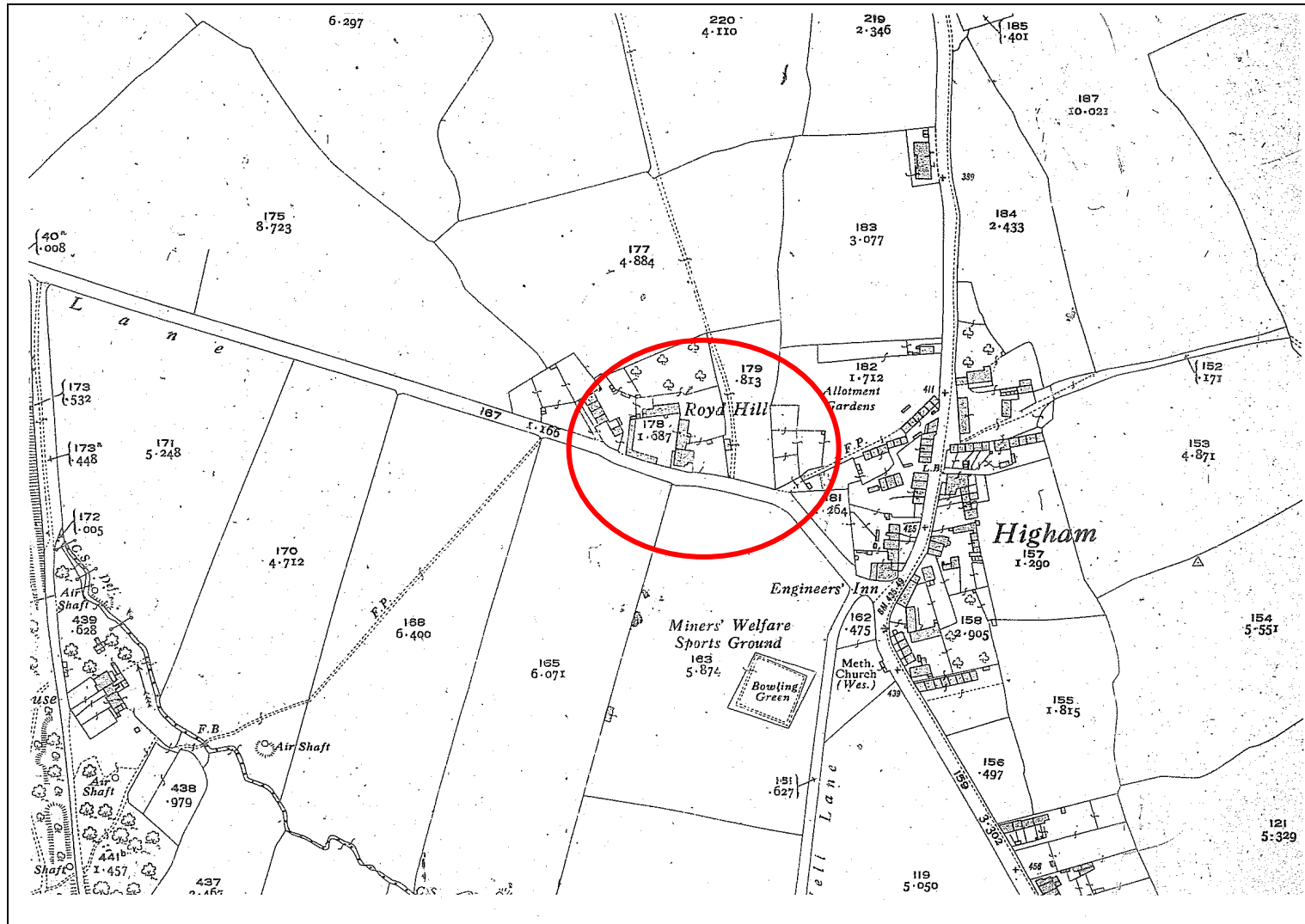


1:2500, year 1906

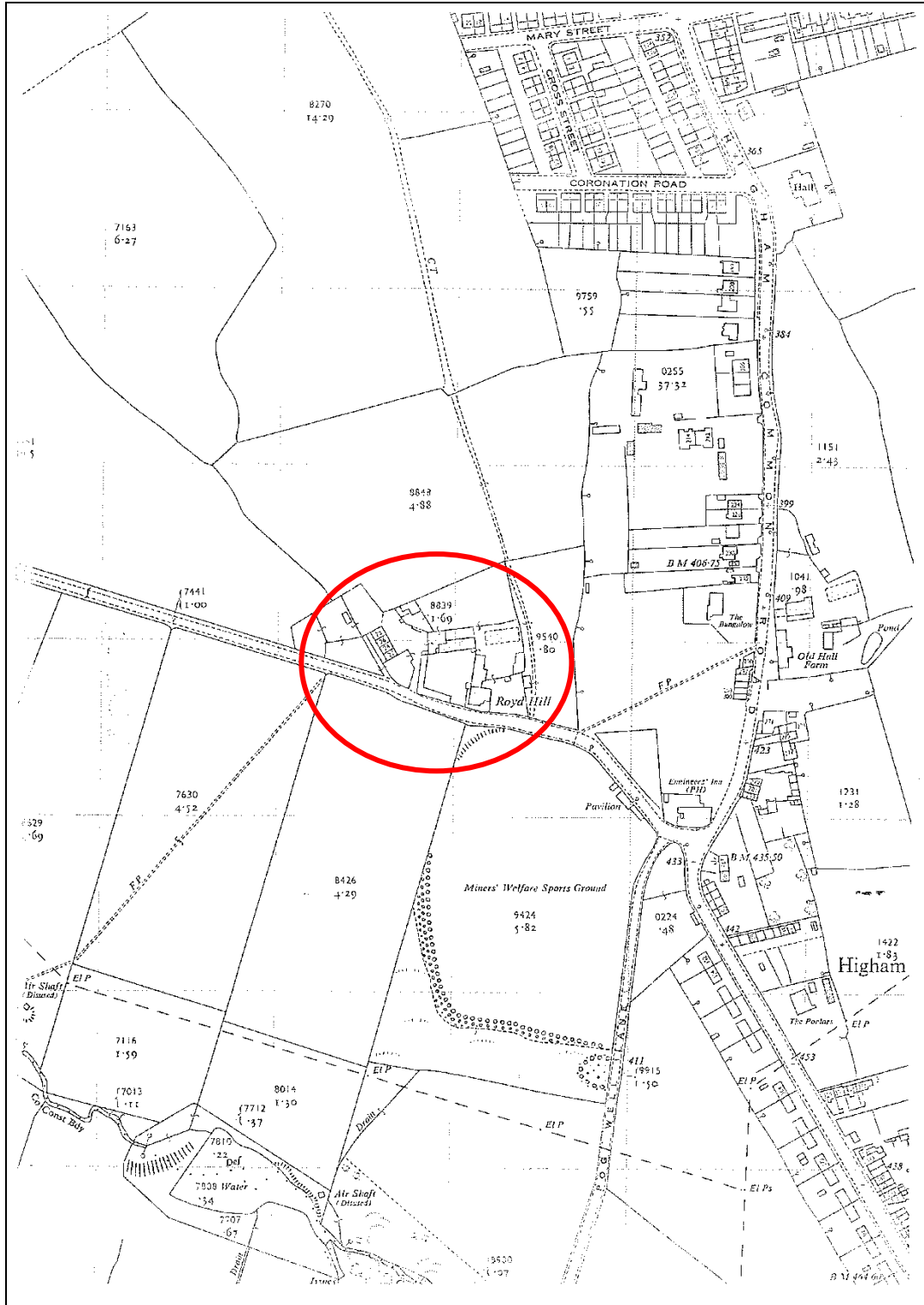




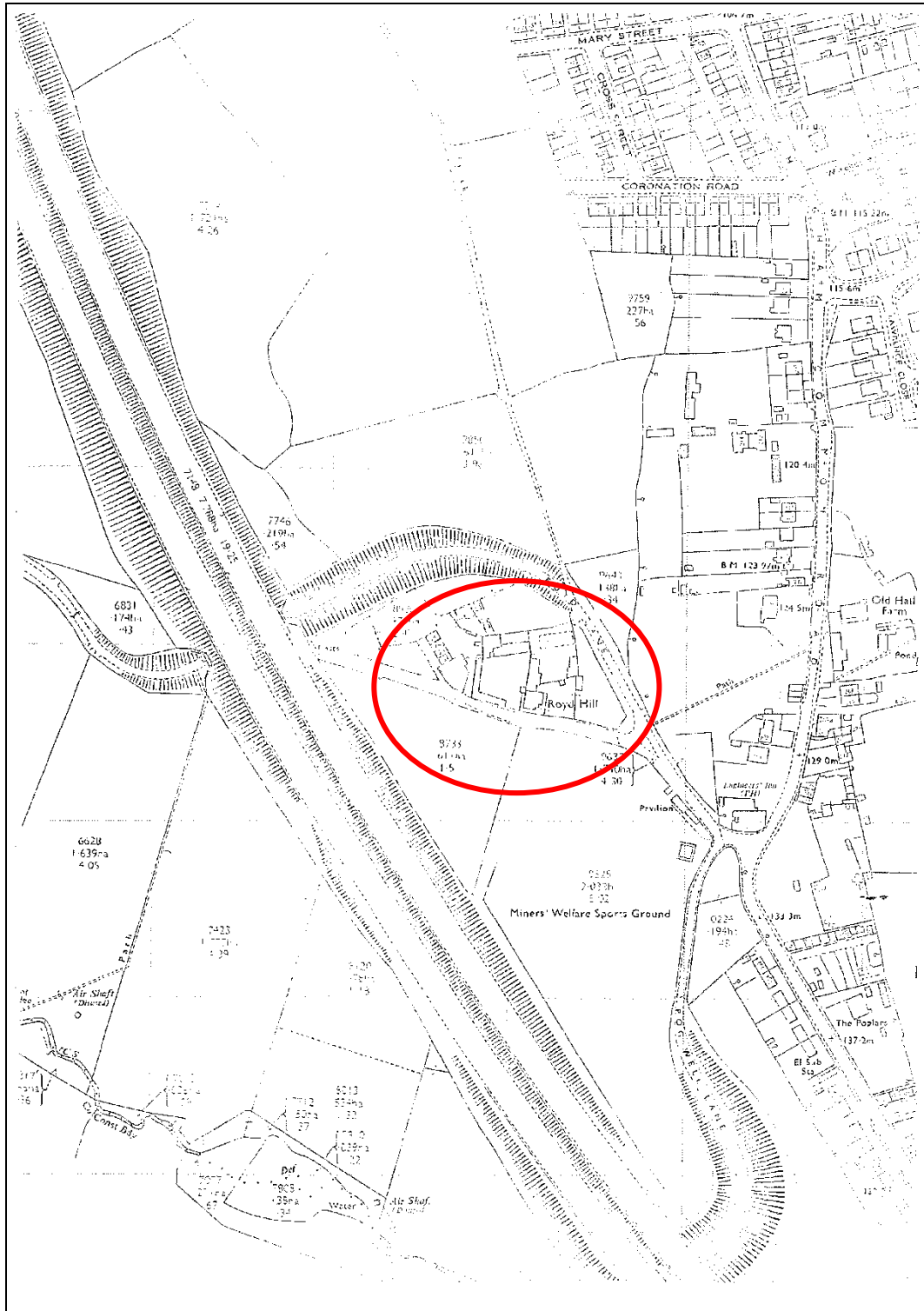
1:2500, year 1931



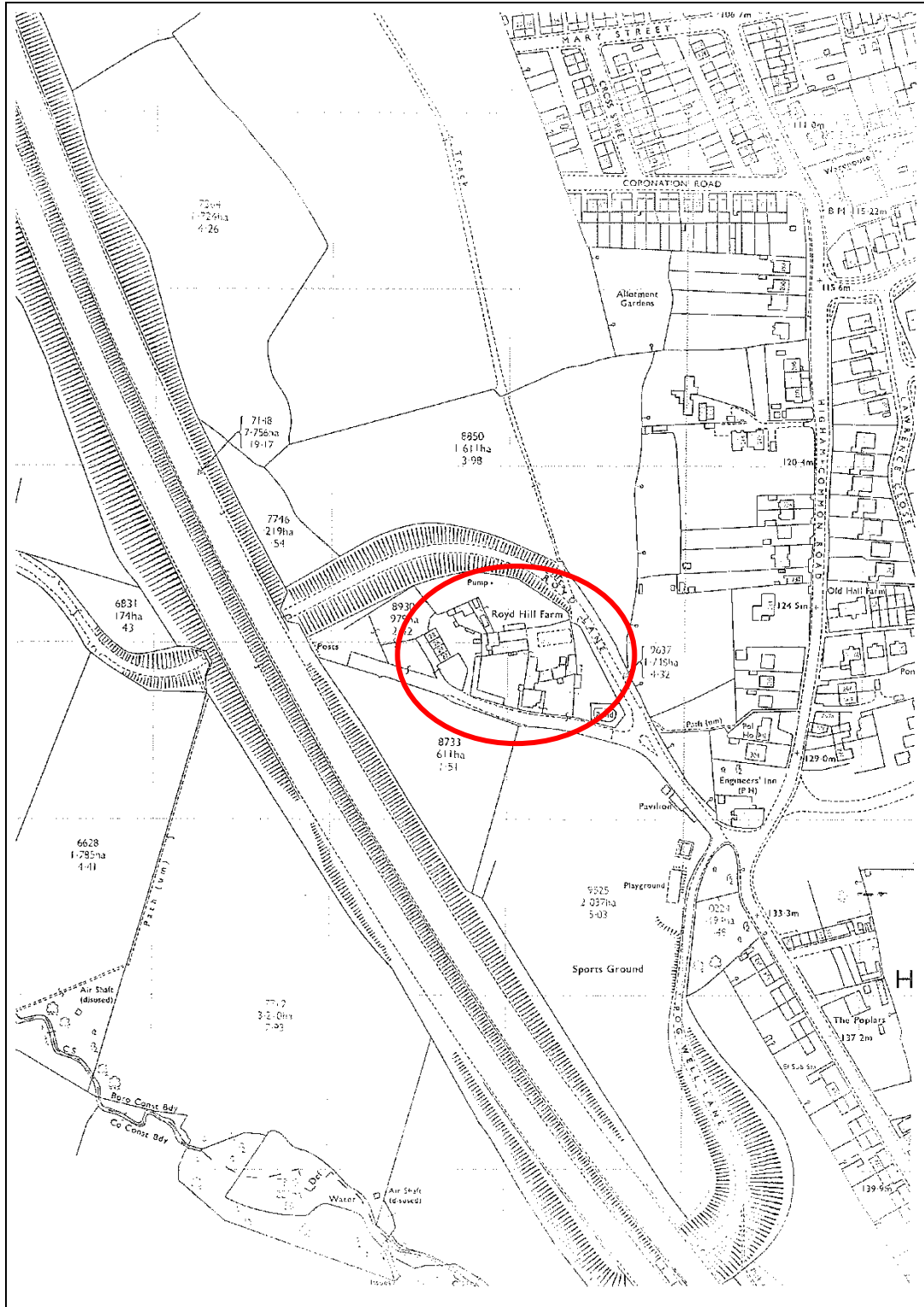
1:2500 1962



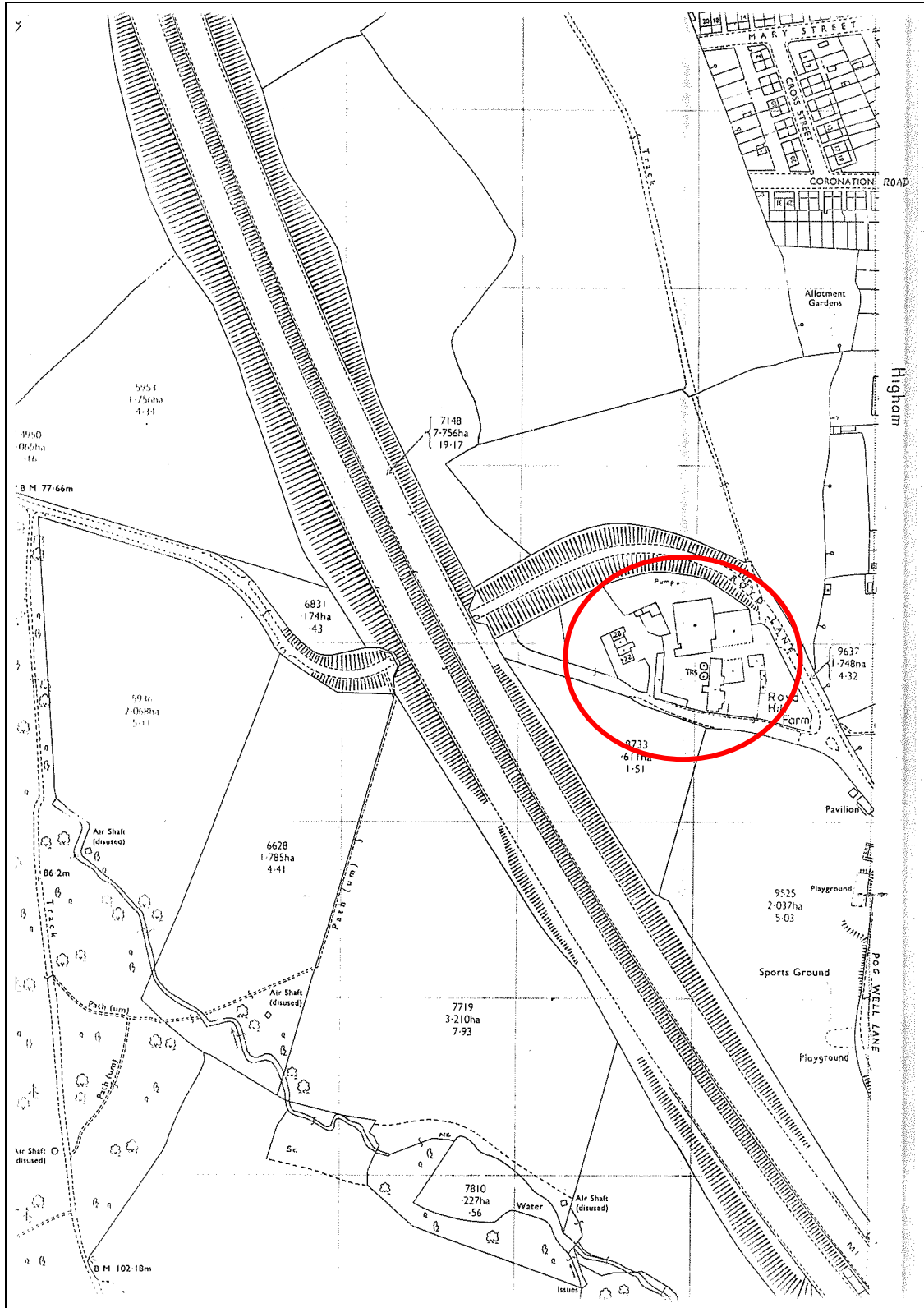
1:2500, year 1970



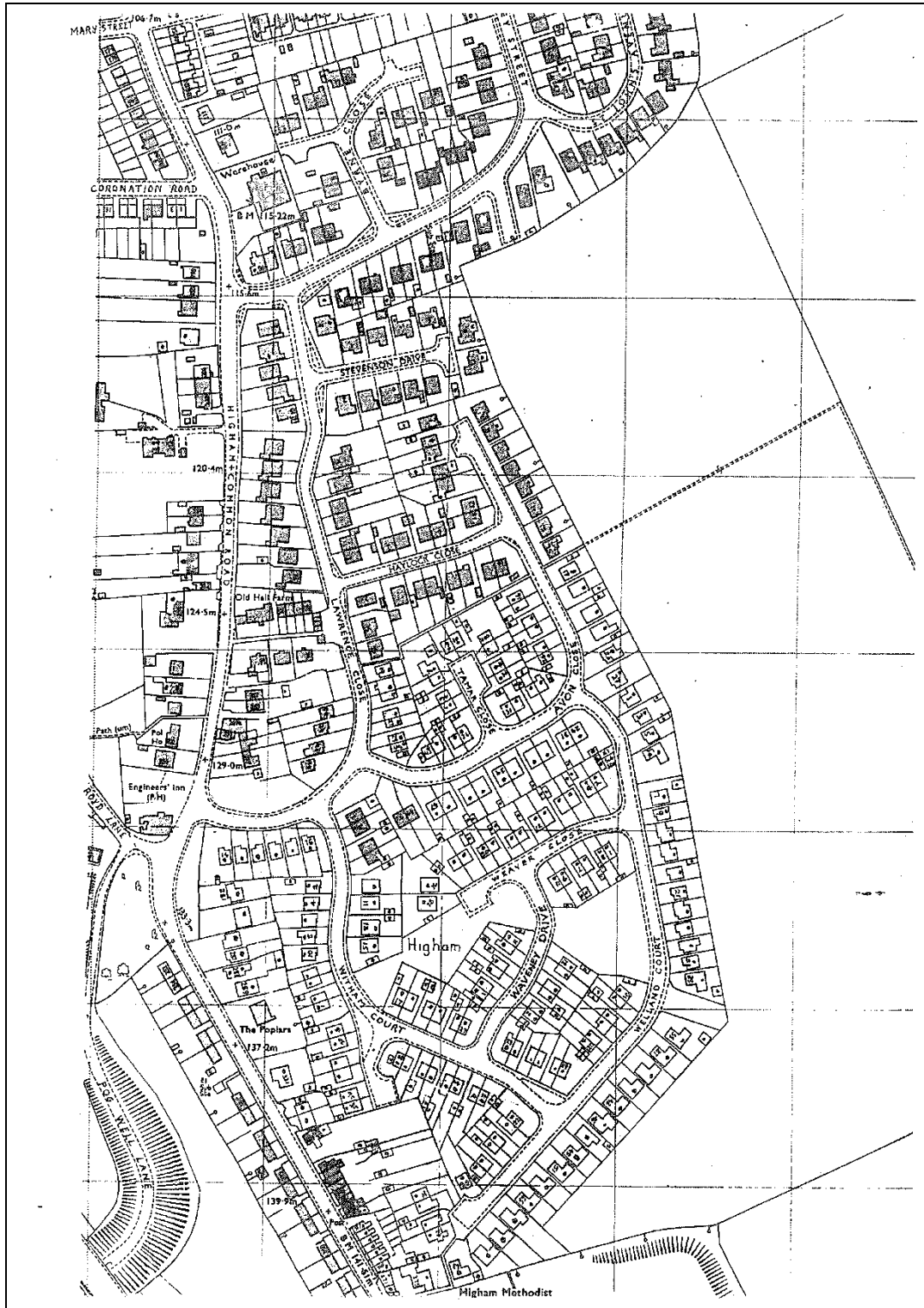
1:2500, year 1977



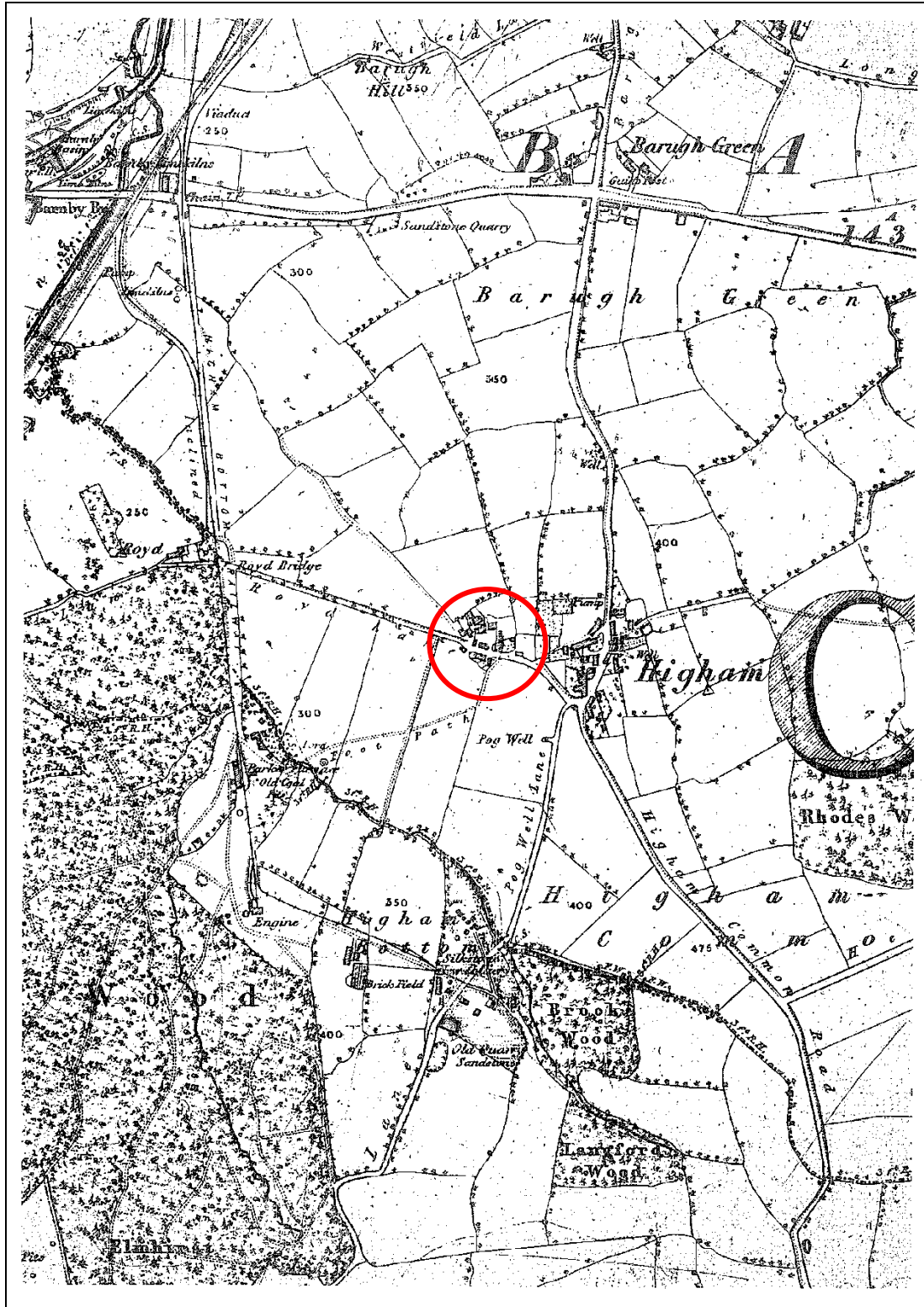
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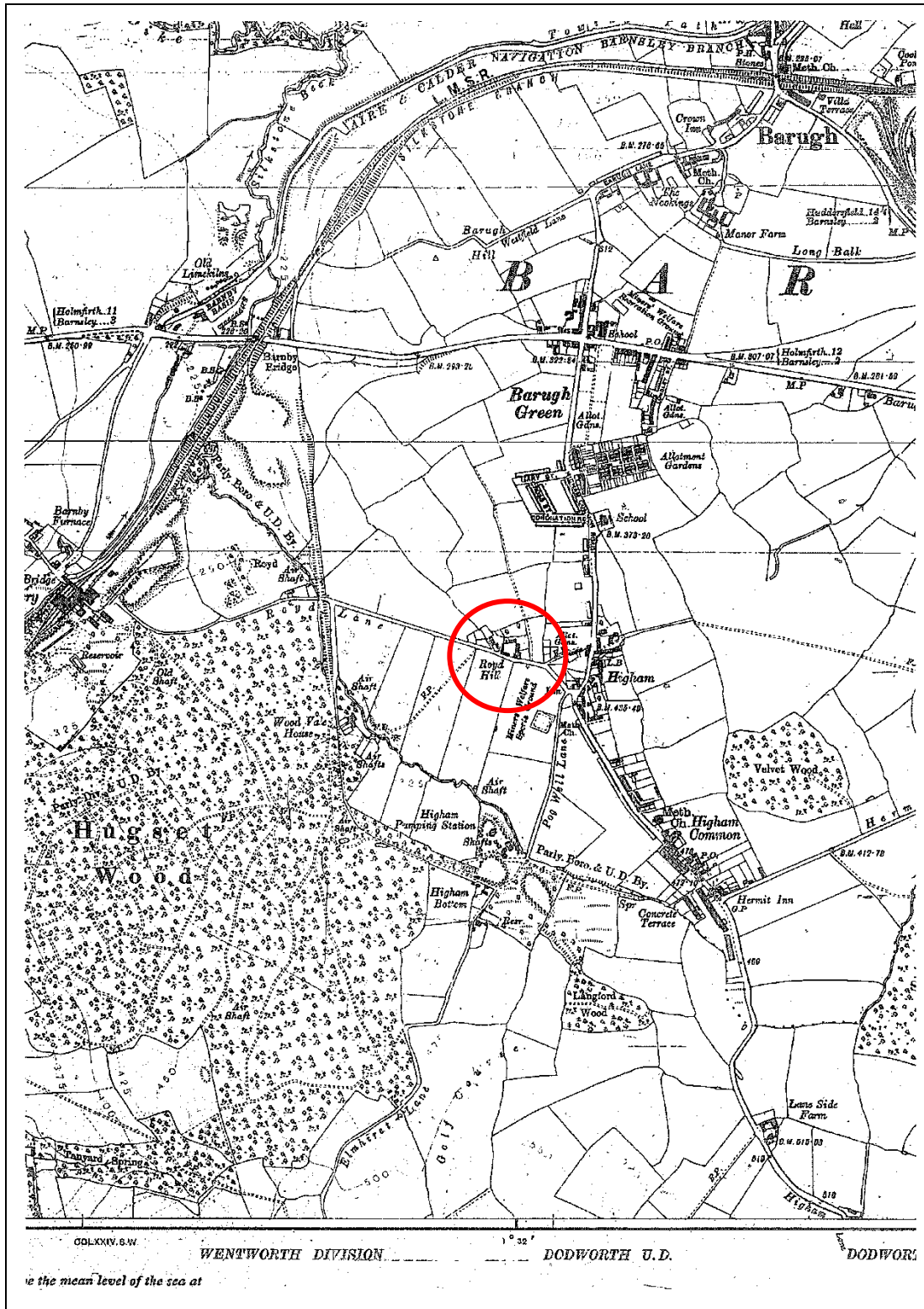
1:2500 1991 (2)



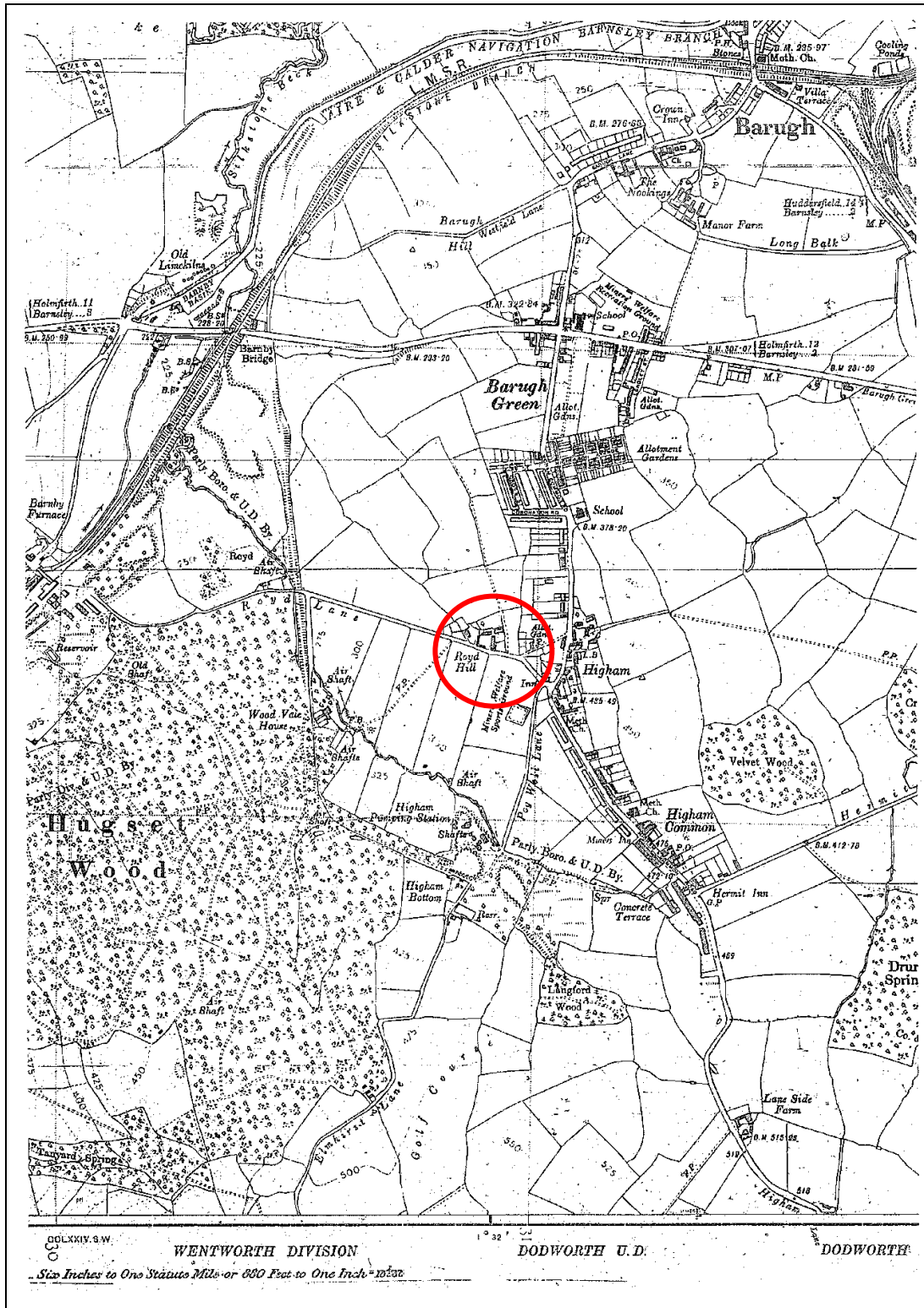
6", year 1851



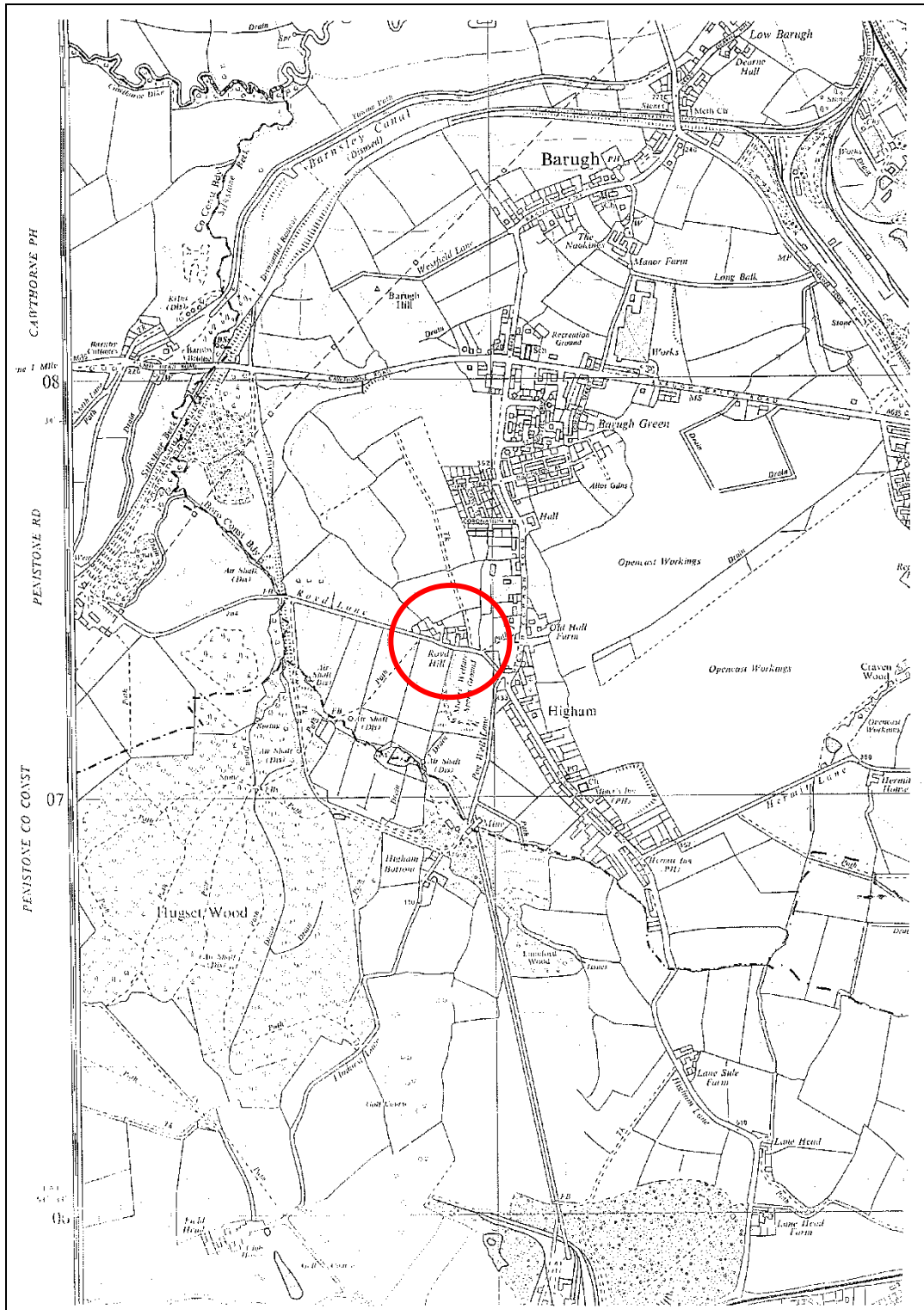
6", year 1938



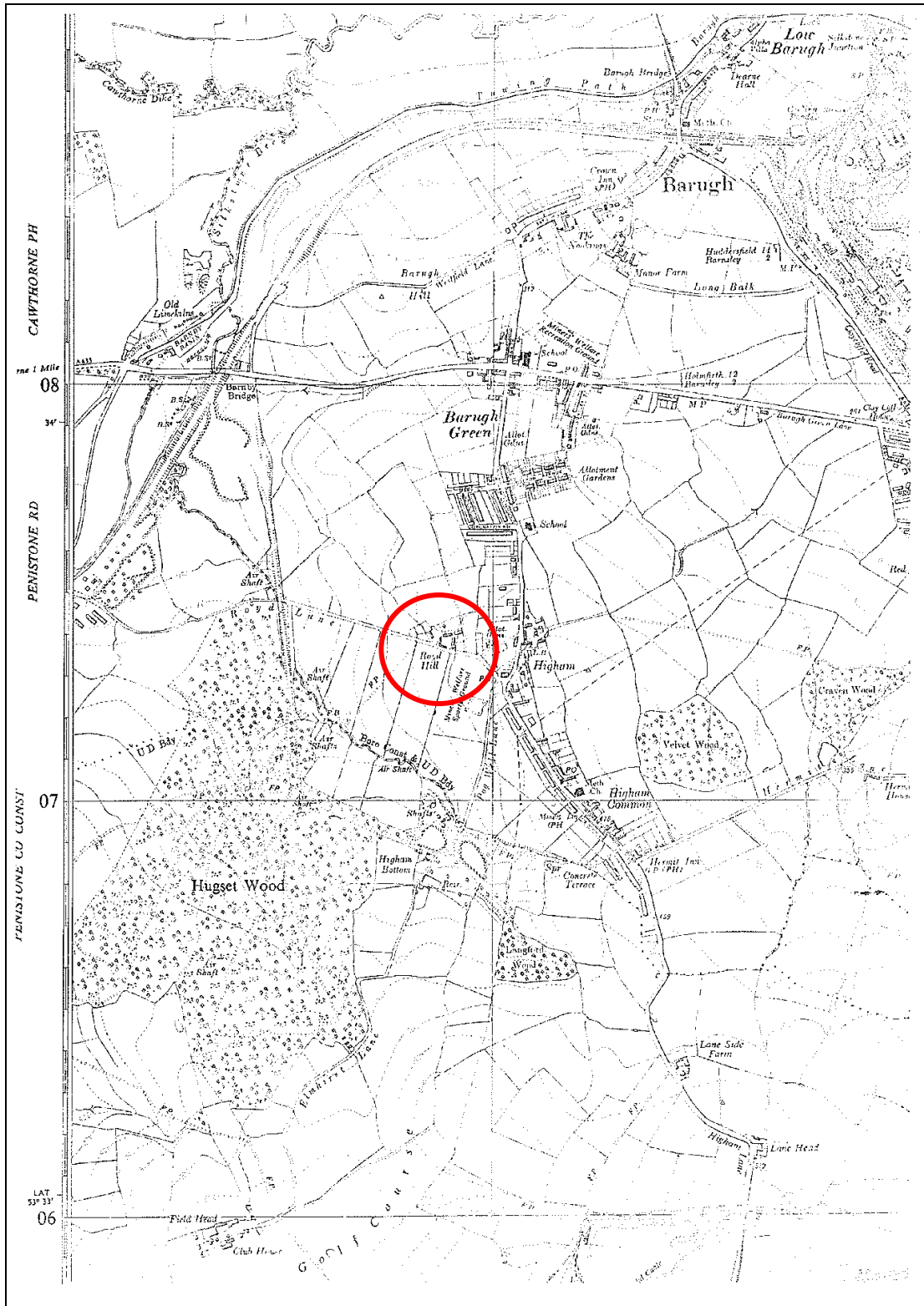
6", year 1948



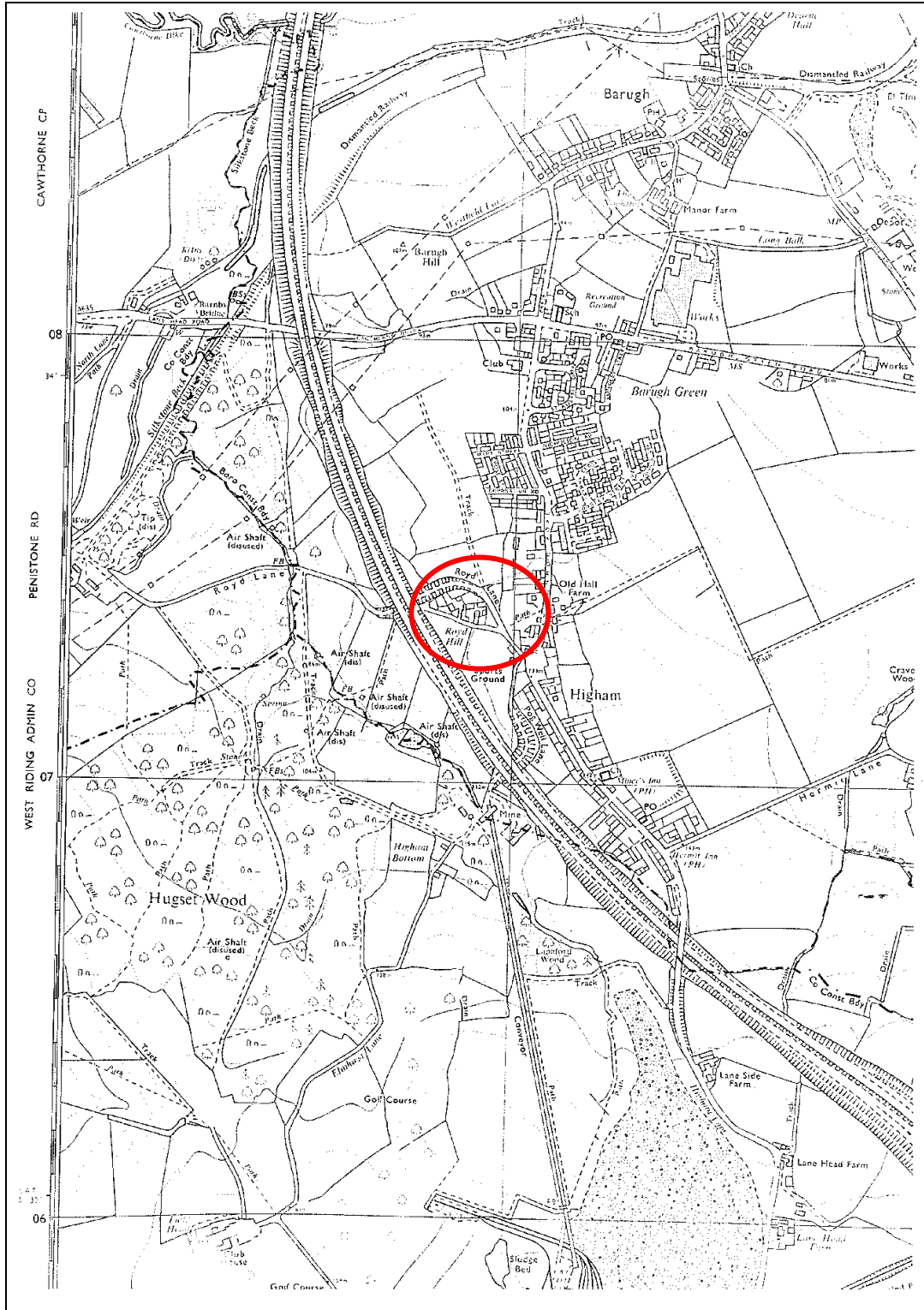
6", year 1956



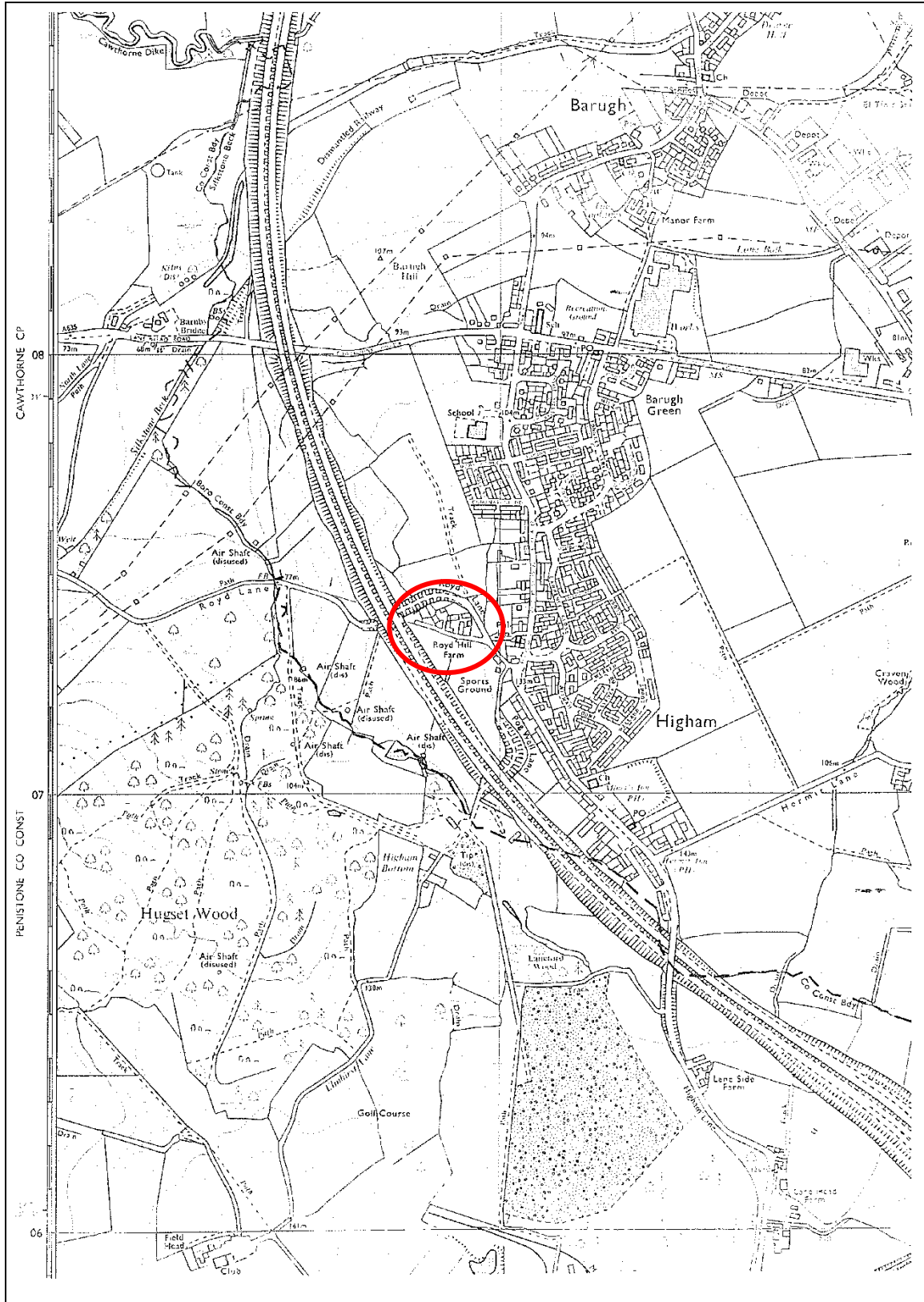
6", year 1966



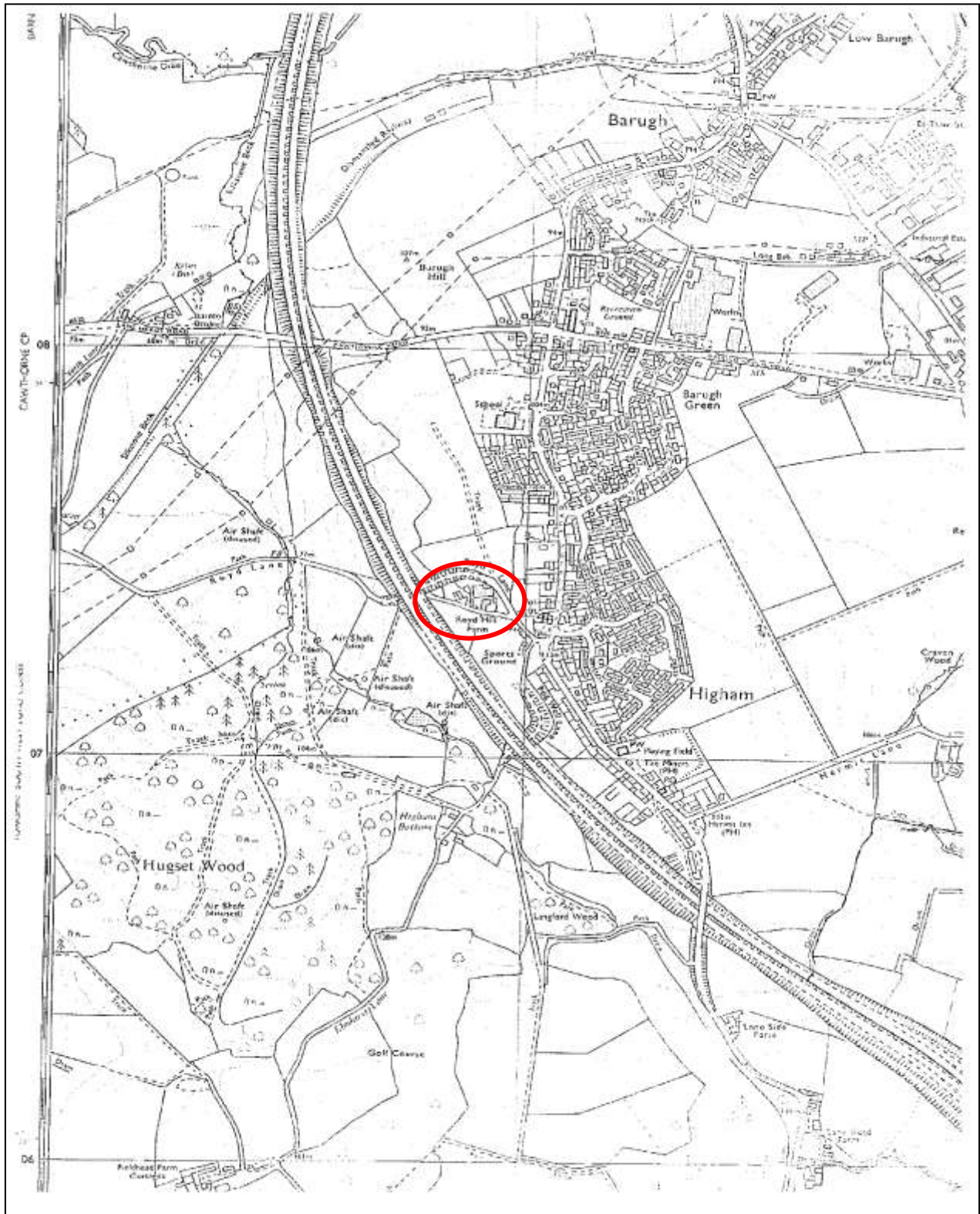
10k, year 1973



10k, year 1983



10k, year 1992



APPENDIX E: PHOTOGRAPHS

Courtyard

The courtyard has been covered in a concrete slab, it is bordered by an old milk parlour to the north, the walls of partially demolished barns to the south and to the west. The main farmhouse is on the east side of the courtyard. This is illustrated in the following photos.



Photo 1: Partially demolished barns, south of the courtyard



The main farmhouse, east of the courtyard, together with the old grain silos are illustrated in the following photo.



Photo 2: Old silo foundations.



The silo foundations have since been demolished, as shown on the following photos.



Photo 3: Removed silo foundations (looking south)





Photo 4: Removed silo foundation (looking north)



Behind the milking parlour:

The area at the back of the milking parlour was formerly occupied by a concrete slab. This can be seen on the photo below.



Photo 5: Concrete slab behind milking parlour



This concrete slab has since been removed as shown in the following photo.



Photo 6: Behind milking parlour



Soil Profile around “The Cut”

At the rear of the main building, cuts in the soil gave evidence of the following soil profiles; a few centimetres of topsoil, followed by approximately 1m of sandstone before an intermittent layer of coal.



Photo 7: Soil profile, looking east.





Photo 8: Soil profile, looking south-east





Photo 9: Soil profile, looking east.





Photo 10: Soil profile, looking north east.





Photo 11: Soil profile, looking east.



The coal layer has been observed to be intermittent as shown on the following photos.



Photo 12: soil profile, looking south.





Photo 13: Soil profile, looking south



Soil Profile of “The Road Cutting”



Photo 14: note absence of coal strata



APPENDIX F: SITE CHECK AND COAL MINING REPORTS





Report on:
Royd Hill Farm, Royd Lane
Higham
BARNSELY
South Yorkshire
S75 1PH

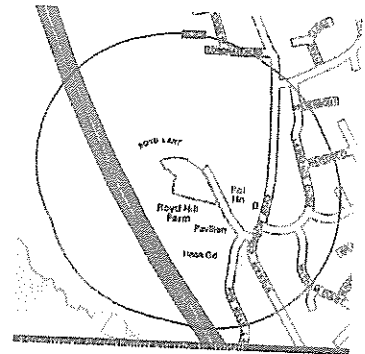
Prepared For:
The Property Search Group
P.O Box 369
Blacker Hill
Barnsley
S74 0WY

Report Reference:
SCPRO-22487797-1-1

Report Date:
17th August 2007

Your Reference:
SJB/MW/DICKINSON/A1682_SCD

Report Centre
National Grid Reference:
430910, 407400

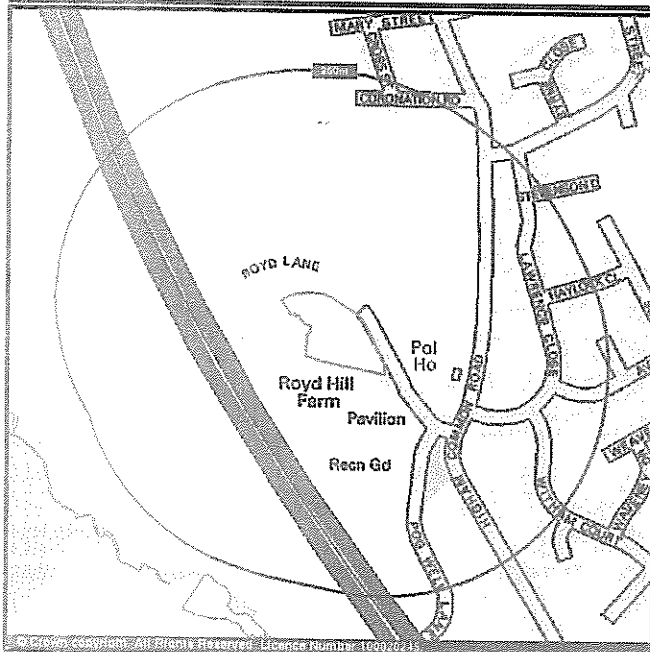
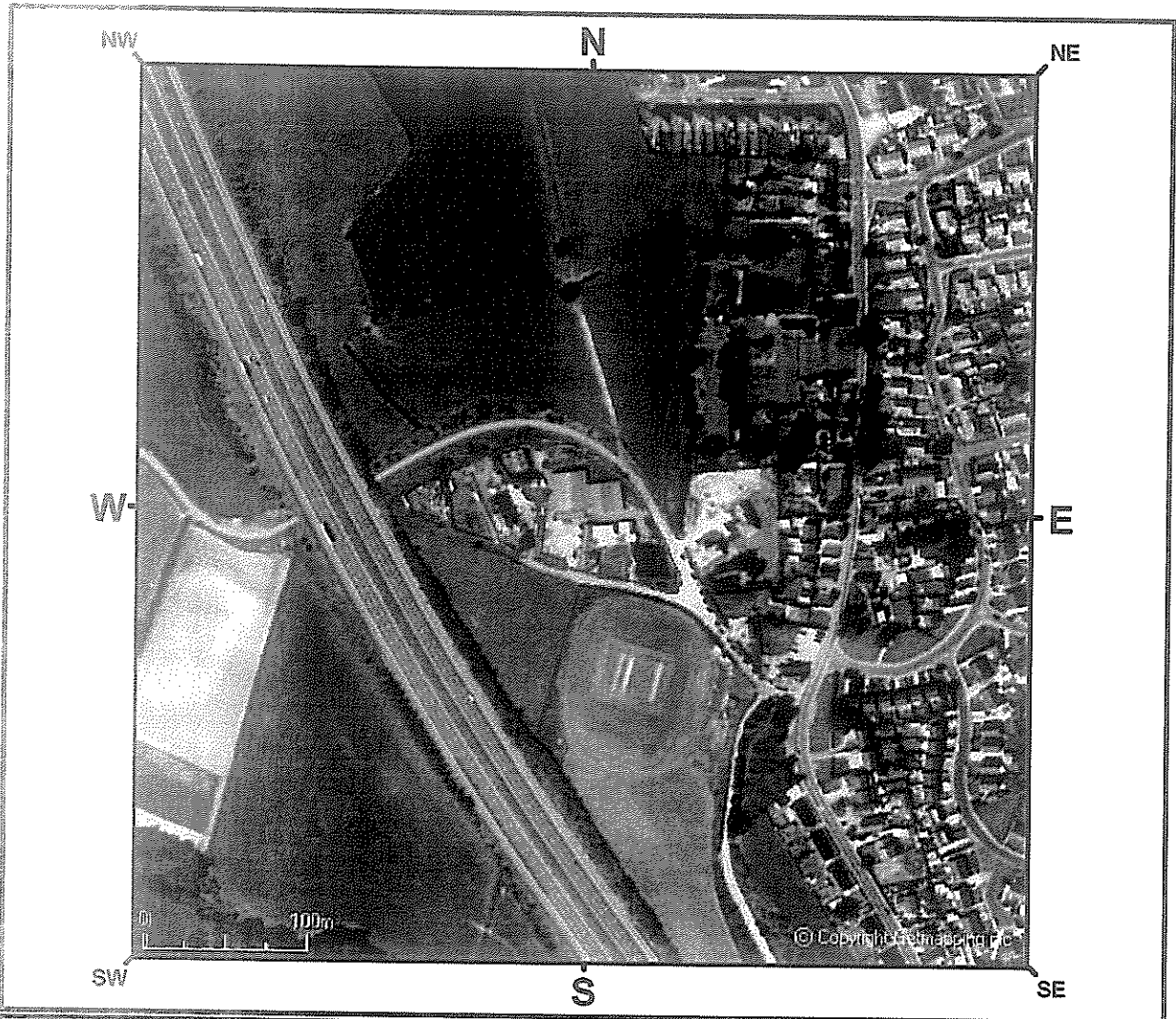


If you have any questions on the contents of this Report please contact The Property Search Group

Telephone: 01709 761188
Fax: 01709 761199

Email: andraglover@propertvsearchgroup.co.uk





Site

Royd Hill Farm, Royd Lane
Higham
BARNSELY
South Yorkshire
S75 1PH

Grid Reference

Easting 430910
Northing 407400

Summary of Site

**Royd Hill Farm, Royd Lane, Higham
BARNSELEY, South Yorkshire, S75 1PH**

Sources

Current Land Use

Waste/Landfill Sites

Local Authority Landfill Coverage

Barnsley Metropolitan Borough Council, - Has supplied landfill data. Contact ref: 1

Historical Land Use

No features were found on the site for this section.

**Royd Hill Farm, Royd Lane, Higham
BARNESLEY, South Yorkshire, S75 1PH**

Other Factors

Brine Compensation Areas

No

Coal Mining Affected Areas

In an area which may be affected by coal mining activity. It is recommended that a coal mining report is obtained from the Coal Authority. Contact details are included in the Useful Contacts section of this report.. Contact ref: 3

Mining Instability

Inconclusive Coal Mining

Radon Affected Areas

Between 1% and 3% of homes are above the Action Level. Contact ref: 4

Radon Protection Measures

Basic radon protective measures are necessary in the construction of new dwellings or extensions. Contact ref: 5

Potential for Collapsible Ground Stability Hazards

No Hazard

Potential for Compressible Ground Stability Hazards

No Hazard. Contact ref: 5

Potential for Ground Dissolution Stability Hazards

No Hazard

Potential for Landslide Ground Stability Hazards

Very Low. Contact ref: 5

Potential for Running Sand Ground Stability Hazards

No Hazard. Contact ref: 5

Potential for Shrinking or Swelling Clay Ground Stability Hazards

Very Low. Contact ref: 5

Shallow Mining Hazards

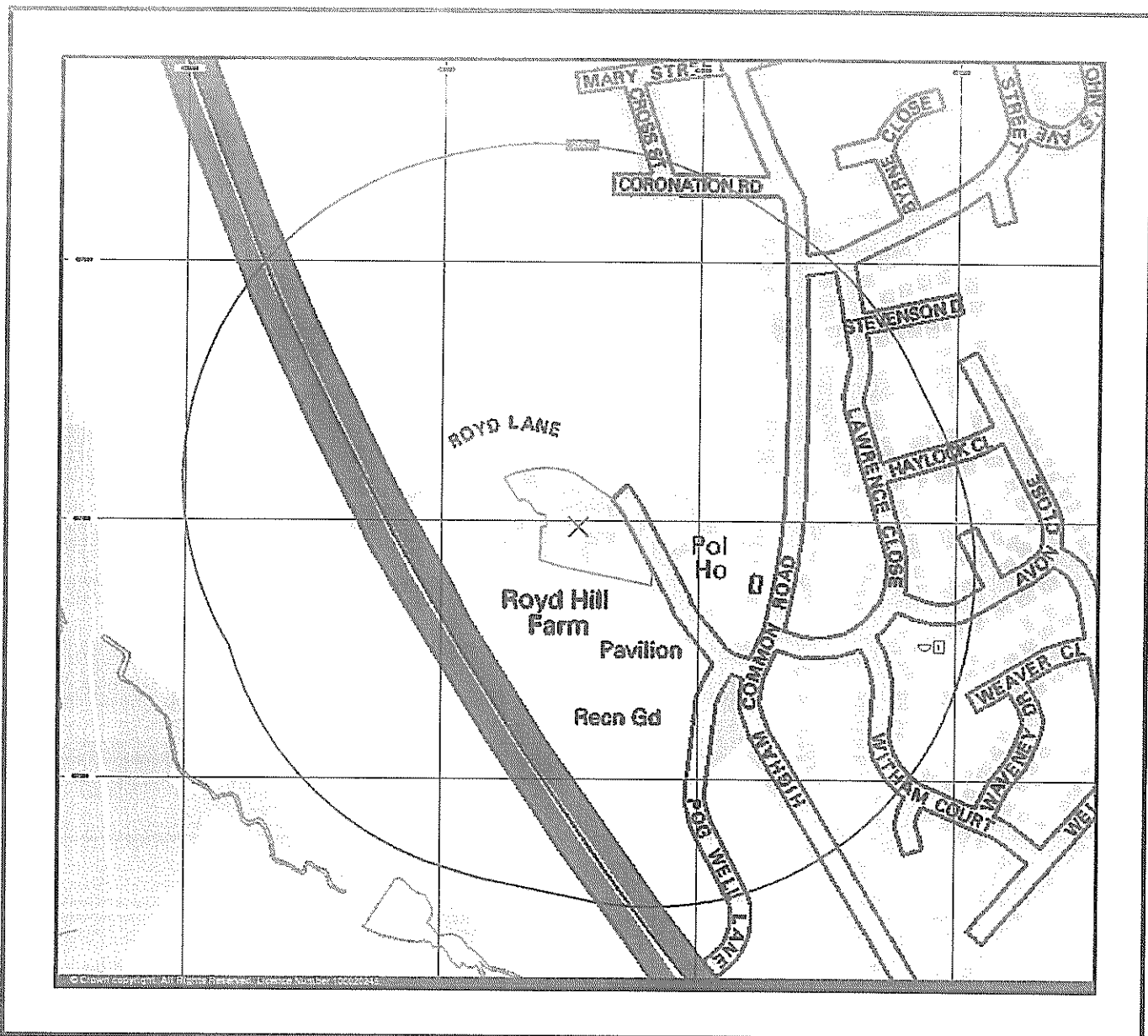
Low-Moderate. Contact ref: 5

Historical Land Use

	On Site	0-250m
Sources	0	3
Potentially Contaminative Uses		
Historical Tanks And Energy Facilities	0	1
Potentially Contaminative Industrial Uses (Past Land Use)	0	0
Potentially Infilled Land		
Former Marshes	0	0
Potentially Infilled Land (Non-Water)	0	0
Potentially Infilled Land (Water)	0	2

Sensitivity

	On Site	0-250m
Pathways and Receptors	2	0
Pathways		
Groundwater Vulnerability	2	N/A
Drift Deposits	0	N/A
Historical Flood Liabilities	0	0
Extreme Flooding from Rivers or Sea without Defences	0	0
Flooding from Rivers or Sea without Defences	0	0
Areas Benefiting from Flood Defences	0	0
Flood Water Storage Areas	0	0
Flood Defences	0	0
River Flood Data (Scotland)	0	0
Environmentally Sensitive Receptors		
Areas of Outstanding Natural Beauty	0	0
Environmentally Sensitive Areas	0	0
Local Nature Reserves	0	0
Marine Nature Reserves	0	0
National Nature Reserves	0	0
Nearest Surface Water Feature	0	0
Ramsar Sites	0	0
Sites of Special Scientific Interest	0	0
Source Protection Zones	0	0
Special Areas of Conservation	0	0
Special Protection Areas	0	0
Water Abstractions	0	0
Protected Countryside Areas		
Forest Parks	0	0
National Parks	0	0
National Scenic Areas	0	0



Legend

General	Box Boundary	Search Point
	Geopond Reference Point	Access
	Reference Number	
Waste Landfill Sites	EGS Recorded Landfill Site	Point Location of EGS Recorded Landfill Site
	Licensed Waste Management Facilities (Landfill)	Licensed Waste Management Facilities (Incineration)
	Local Authority Recorded Landfill Site	Point Location of Local Authority Recorded Landfill Site
	Registered Waste Transfer Site	Point Location of Registered Waste Transfer Site
	Registered Waste Treatment or Disposal Site	Point Location of Registered Waste Treatment or Disposal Site
	Registered Landfill Site	Registered Landfill Site Point of Landfill Buffer
	Point Location of Registered Landfill Site	
Statutory Authorisations	Local Authority Pollution Prevention and Control	Contaminated Land Register Entry or Notice
	Point Location of Contaminated Land Register Entry or Notice	Registered Radioactive Substance
Discharge Consents	Discharge Consent	Water Industry Act Referral
Industrial Processes	Integrated Pollution Control	Integrated Pollution Control Registered Waste Site
	Integrated Pollution Prevention Control	Local Authority Integrated Pollution Prevention and Control
Storage of Hazardous Substances	COMAH	Explosive Site
	Floring Hazardous Substances Consent	NHHS
Contraventions	Local Authority Pollution Prevention and Control Enforcement	Enforcement and Prohibition Notice
	Planning Hazardous Substance Enforcement	Substantiated Pollution Incident Register
	Prosecution Relating to Authorised Processes	Processes on Relating to Controlled Waters
Potentially Contaminative Use	Potentially Contaminative Use	
Miscellaneous	EGS Recorded Mineral Site	

Current Land Use



Legend

General

- Site Boundary
- Search Buffer
- Boring Reference Point
- Grid Lines
- Reference Number

Potentially Contaminative Use

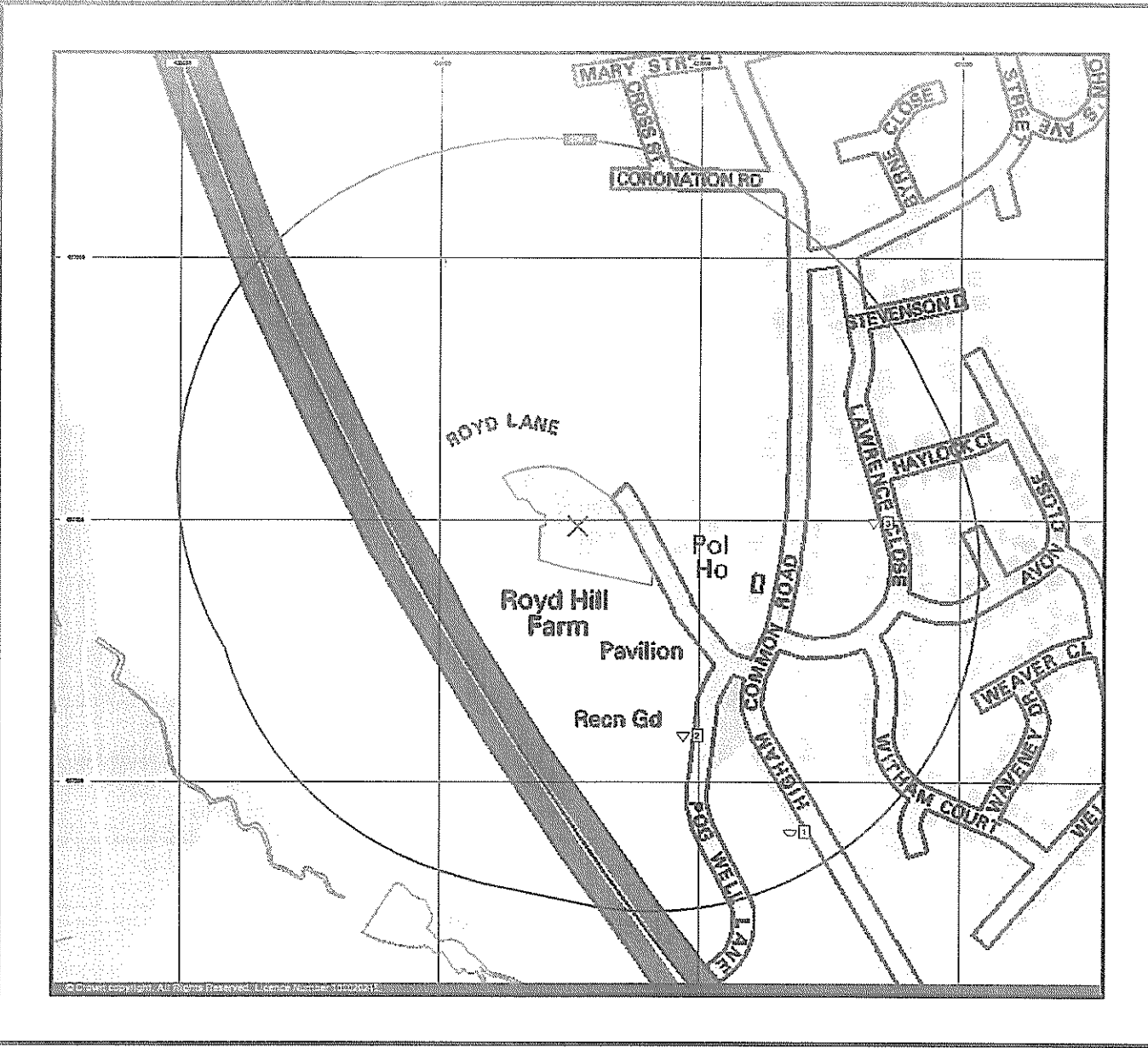
Potentially Contaminative Use

- Point Feature
- Area Feature

Potentially Infilled Land

Potentially Infilled Land

- Point Feature
- Area Feature



Historical Land Use

Map Details

The following maps have been analysed for Historical Tanks and Energy Facilities.

Scale	Map Title	Mapsheet	Published Date
1:2,500	...	SE3007	1962
National Grid	...	SE3107	1962
National Grid	...	SE3007	1970
National Grid	...	SE3107	1970
National Grid	...	SE3007	1977
National Grid	...	SE3107	1977

The following maps have been analysed for Potentially Contaminative Uses and Potentially Infilled Land information.

Scale	Map Title	Mapsheet	Published Date
1:10,560	...	274_00	1855
Yorkshire	...	274_NW	1891
Yorkshire	...	274_NW	1907
Yorkshire	...	274_NW	1938
National Grid	...	SE30NW	1956
1:10,000	...	SE30NW	1993
National Grid	...		

Pathways and Receptors

Description	Search Buffer	Direction
Pathways		
Groundwater Vulnerability		
<p>Geological Classification: Minor Aquifer (Variably permeable) - These can be fractured or potentially fractured rocks, which do not have a high primary permeability, or other formations of variable permeability including unconsolidated deposits. Although not producing large quantities of water for abstraction, they are important for local supplies and in supplying base flow to rivers, Soil Classification: Soils of High Leaching Potential (U) - Soil information for restored mineral workings and urban areas is based on fewer observations than elsewhere. A worst case vulnerability classification (H) assumed, until proved otherwise, Map Scale: 1:100,000, Map Name: Sheet 11 South Pennines. Contact ref: 2</p>	On Site	N
<p>Geological Classification: Minor Aquifer (Variably permeable) - These can be fractured or potentially fractured rocks, which do not have a high primary permeability, or other formations of variable permeability including unconsolidated deposits. Although not producing large quantities of water for abstraction, they are important for local supplies and in supplying base flow to rivers, Soil Classification: Soils of Intermediate Leaching Potential (I1) - Soils which can possibly transmit a wide range of pollutants, Map Scale: 1:100,000, Map Name: Sheet 11 South Pennines. Contact ref: 2</p>	On Site	-
Drift Deposits		
No	N/A	
Extreme Flooding from Rivers or Sea without Defences		
No	N/A	
Flooding from Rivers or Sea without Defences		
No	N/A	
Areas Benefiting from Flood Defences		
No	N/A	
Flood Water Storage Areas		
No	N/A	
Flood Defences		
No	N/A	

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 - iii. any person who provides funding secured on the whole of the Property Site,
 - iv. any person for whom You act in a professional or commercial capacity,
 - v. any person who acts for You in a professional or commercial capacity; and
 - vi. prospective buyers of the Property Site as part of an Information Pack but for the avoidance of doubt, Landmark shall have no liability to such prospective buyer unless the prospective buyer subsequently purchases the Property Site, and the prospective (or actual) buyer shall not be entitled to make the Service available to any other third party.Accordingly Landmark shall have the same duties and obligations to those persons in respect of the Services as it has to You.
- c. Each of those persons referred to in clause 3.b, shall have the benefit and the burden of Your rights and obligations under these Terms. The limitations of Landmark's liability as set out in clause 6 shall apply to all users of the Service in question in aggregate and Landmark shall not be liable to any other person.

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 - iii. remove, alter or in any way change any trademark or proprietary marking in any element of the Services and You shall acknowledge the ownership of the Content, where such Content is incorporated or used into Your own documents, reports, systems or services whether or not these are supplied to any third party.
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- f. The mapping contained in any Services is protected by Crown Copyright and must not be used for any purpose outside the context of the Services or as specifically provided by these Terms.
- g. You are permitted to make five copies of any Report, but are not authorised to re-sell the Report, any part thereof or any copy thereof unless you are an Authorised Reseller. Further copies may not be made in whole or in part without the prior written permission of Landmark which shall be entitled to make a charge for each additional copy.
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- a. Landmark may suspend or terminate Your rights under these Terms without any liability to You with immediate effect if at any time:
 - i. You fail to make any payment due in accordance with clause 4;
 - ii. You repeatedly breach or commit or cause to be committed any material breach of these Terms; or
 - iii. You commit a breach and You fail to remedy the breach within 7 days of receipt of a written notice to do so; additionally, without prejudice to the foregoing, Landmark may remedy the breach and recover the costs thereof from You.
- b. If Your rights are terminated under this clause and You have made an advance payment We will refund You a reasonable proportion of the balance as determined by Us in relation to the value of Services previously purchased.
- c. Landmark reserves the right to refuse to supply any or all Services to You without notice or reason.
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- a. We provide warranties and accept liability only to the extent stated in this clause 6 and clause 7.
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- c. As most of the information contained in the Services is provided to Landmark by others, Landmark cannot control its accuracy or completeness, nor is it within the scope of Landmark's Services to check the information on the ground. Accordingly, Landmark will only be liable to You for any loss or damage caused by its negligence or willful default and subject to clause 6.b below neither Landmark nor any person providing information contained in any Services shall in any circumstances be liable for any inaccuracies, faults or omissions in the Services, nor shall Landmark have any liability if the Services are used otherwise than in accordance with these Terms.
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- iii. no physical inspection of the Property Site reported on is carried out as part of any Services offered by Landmark and Landmark do not warrant that all land uses or features whether past or current will be identified in the Services. The Services do not include any information relating to the actual state or condition of any Property Site nor should they be used or taken to indicate or exclude actual fitness or unfitness of a Property Site for any particular purpose nor should it be relied upon for determining suitability or value or used as a substitute for any physical investigation or inspection. Landmark recommends that You inspect and take other advice in relation to the Property Site and not rely exclusively on the Services.
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Issued by:

The Coal Authority, Mining Reports Office, 200 Lichfield Lane, Berry Hill, Mansfield, Nottinghamshire NG18 4RG
 On-Line Service: www.coalminingreports.co.uk - Phone: 0845 762 6848 - DX 716176 MANSFIELD 5

MILLS KEMP & BROWN SOLICITORS,
 DX 12258 BARNSELY 1

Person dealing with this matter:	Keith Pennington
Our reference:	10310977-07
Your reference:	SJB/MW/DICKINSON/A1682
Electronic Ref:	
RRUID:	007.00019538410001
Date of your enquiry:	14 August 2007
Date we received your enquiry:	17 August 2007
Date of issue:	17 August 2007

This report is for the property described in the address below and the attached plan.

Coal and Brine Report

Royd Hill Farm, Royd Lane, Higham, Barnsley, South Yorkshire, S75 1PH

This report is based on and limited to the records held by, the Coal Authority, and the Cheshire Brine Subsidence Compensation Board's records, at the time we answer the search.

Coal mining	Yes
Brine extraction	No

Information from the Coal Authority

Underground Coal Mining

Past

The property is in the likely zone of influence from workings in 2 seams of coal at 160m to 220m depth, and last worked in 1928.

Any ground movement from these coal workings should have stopped by now.

Present

The property is not in the likely zone of influence of any present underground coal workings.

Future

The property is not in an area for which the Coal Authority is determining whether to grant a licence to remove coal using underground methods.

The property is not in an area for which a licence has been granted to remove coal using underground methods.

The property is not in an area that is likely to be affected at the surface from any planned future workings.

However reserves of coal exist in the local area which could be worked at some time in the future.

No notice of the risk of the land being affected by subsidence has been given under section 46 of the Coal Mining Subsidence Act 1991.

Mine entries

There are no known coal mine entries within, or within 20 metres of, the boundary of the property.

Records may be incomplete. Consequently, there may exist in the local area mine entries of which the Coal Authority has no knowledge.

Coal-mining geology

At the surface, there are no known faults or other lines of weakness due to coal mining that have made the property unstable.

Opencast Coal Mining

Past

The property is not within the boundary of an opencast site from which coal has been removed by opencast methods.

Present

The property does not lie within 200 metres of the boundary of an opencast site from which coal is being removed by opencast methods.

Future

The property is not within 800 metres of the boundary of an opencast site for which the Coal Authority is determining whether to grant a licence to remove coal by opencast methods.

The property is not within 800 metres of the boundary of an opencast site for which a licence to remove coal by opencast methods has been granted.

Coal-mining subsidence

The Coal Authority has not received a damage notice or claim for the property since 1 January 1984. There is no current Stop Notice delaying the start of remedial works or repairs to the property.

The Coal Authority has not received a request to carry out preventive work before coal is worked under section 33 of the Coal Mining Subsidence Act 1991.

Mine gas

There is no record of a mine gas emission requiring action by the Coal Authority within the boundary of the property.

Hazards related to coal mining

The property has not been subject to remedial works, by or on behalf of the Authority, under its Emergency Surface Hazard Call Out procedures.

Withdrawal of Support

The property is in an area for which a notice of entitlement to withdraw support was published in 1987.

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

Working Facilities Orders

The property is not in an area for which an Order has been made under the provisions of the Mines (Working Facilities and Support) Acts 1923 and 1966 or any statutory modification or amendment thereof.

Payments to Owners of Former Copyhold Land

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

Information from the Cheshire Brine Subsidence Compensation Board

The property lies outside the Cheshire Brine Compensation District.

Additional remarks

This report is prepared in accordance with the Law Society's Guidance Notes 2006, the User Guide 2006 and the Coal Authority and Cheshire Brine Board's Terms and Conditions 2006. The report is compliant with Home Information Pack requirements.

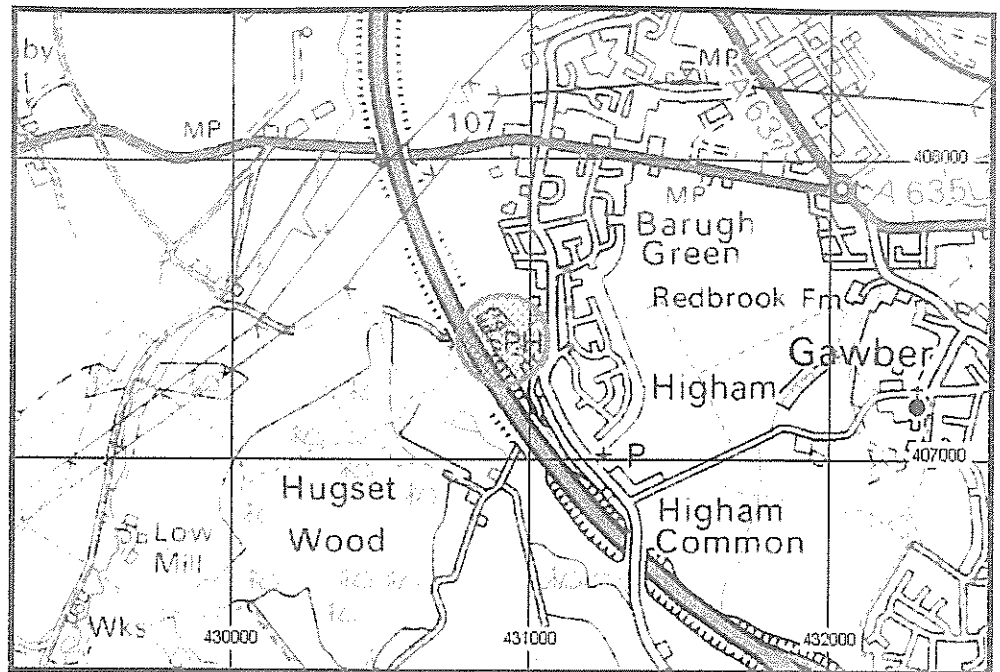
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Issued by:	The Coal Authority, 200 Lichfield Lane, Mansfield, Nottinghamshire, NG18 4RG
Date:	17 Aug 2007
Ground stability report at:	Royd Hill Farm, Royd Lane, Higham, Barnsley, South Yorkshire, S75 1PH
Reference number:	10310977-07
Cost:	£42.56
Plus VAT:	£7.44
Total received:	£50.00
VAT registration number:	598 5850 68

Location map

Approximate position of property



Enquiry boundary

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Key

Approximate position of enquiry boundary shown

