

Test Hole

NOTE

REV DATE DETAILS

PROJECT TITLE

GREYRIGGS RESERVOIR
BOXTON ROAD, CALIFORNIA

DRAWING TITLE

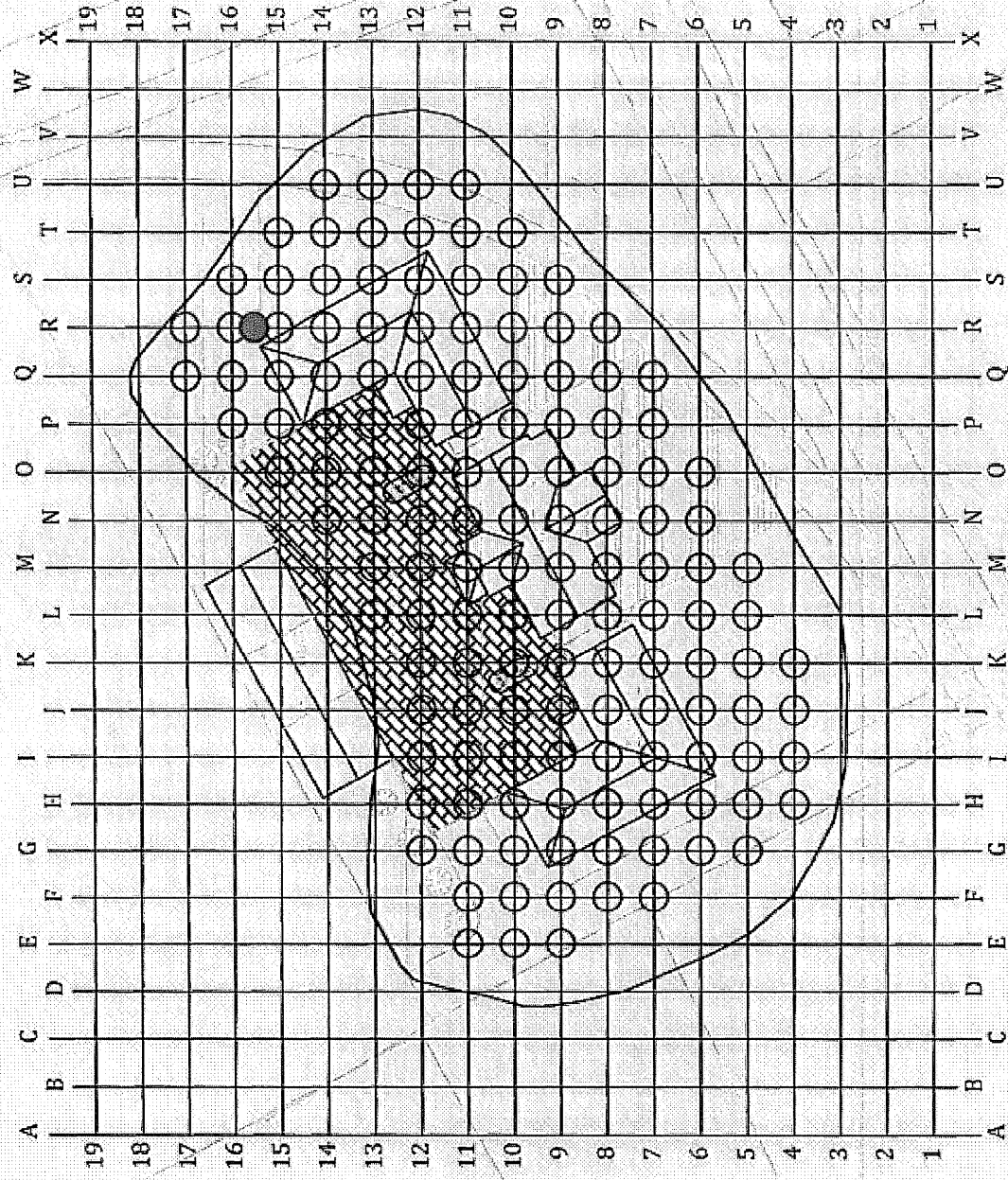
Location Of Test Hole

DESIGN BY ND	APP'D BY	DATE 07.06.2013	SCALE 1:500 (@ A4)
PROJECT NO. G3012/356	DRAWING NO. G3012/356/CHK/104	REVISION	

masonevans
GEO-ENVIRONMENTAL CONSULTANTS

The Piazza, 95 Mabson Street, Garsipow, G5 8BE
t: 0141 420 2025 f: 0141 420 2067
e: mail@masonevans.co.uk w: www.masonevans.co.uk

geotechnical - mining - environmental





Falkirk Council
Chief Executive Office
Governance

MEMO

To: STEPHEN MCCLURE, PLANNING OFFICER, DEVELOPMENT SERVICES, ABBOTSFORD HOUSE

cc: JOYCE HARTLEY, PLANNING OFFICER, DEVELOPMENT SERVICES, ABBOTSFORD HOUSE

From: KAREN QUIN, SENIOR SOLICITOR Ext: 1279

Our Ref: KQ: DV/PT/315 Your Ref:

Date: 28 February 2012

APPLICANT: CHRISTOPHER FERRIE
DEVELOPMENT: LAND FOR RESIDENTIAL PURPOSES AT GREYRIGG RESERVOIRS, CALIFORNIA, FALKIRK
PLANNING APPLICATION REFERENCE : P/09/0790/PPP
S 75 PLANNING OBLIGATION

I enclose a copy of a Section 75 Planning Obligation entered into by Falkirk Council and the partners and trustees of the firm of Adore Catering relative to the above development. The Planning Obligation was registered in the Land Register under Title Number S1G29551 on 28th February 2012. I have not yet had the Planning Obligation returned to me but when it comes to hand I will arrange for it to be registered in the Books of Council and Session also. I will then forward a copy of the extract registered Planning Obligation to you.

The Planning Obligation provides for the landowner to transfer a certain area of ground to the Council within 3 months of commencing development on site and to give the Council 5 days prior written notice of commencement of development. It may, however, be that they forget to do that. As a Service, please look out for development starting. If it does, let my Service know as soon as you can so that we can chase for the land transfer if necessary.

Please note that, in terms of the Planning Obligation, the land transferred is to be used for improving the road junction at the development site.

There are no obligations in the Planning Obligation which relate to future payments of money which would require to be monitored for triggering events.

If you have any queries, please do not hesitate to contact me.



.....
Senior Solicitor

Enc. - copy Section 75 Agreement

SECTION 75 PLANNING OBLIGATION

between

FALKIRK COUNCIL (the Planning Authority)

and

**HUGH MCCALLUM THOMSON and DOREEN FORSYTH, partners and trustees for the firm of
ADORE CATERING (the Landowner)**

Subjects at Greyrigg Reservoirs, California, Falkirk

2011

**Chief Governance Officer
Falkirk Council
Municipal Buildings
Falkirk**

Ref KQ: DV/PT/315

PLANNING OBLIGATION

between

FALKIRK COUNCIL, constituted under the Local Government Etc (Scotland) Act 1994 and having its principal offices at Municipal Buildings, Falkirk FK1 5RS, as planning authority for the District of Falkirk in terms of the Town and Country Planning (Scotland) Act 1997 (who and those statutory successors as planning authority are hereinafter referred to as "the Council")

and

HUGH MCCALLUM THOMSON residing at 3 McAuley Brae, Plean FK7 8DF and **DOREEN FORSYTH** residing at 1 Carbrook Drive, Plean FK7 8DL, as partners and trustees for the firm of **ADORE CATERING** having its main place of business at 3 McAuley Brae, Plean aforesaid (who and whose successors in title to the whole or any part of the Site are hereinafter in substitution therefor referred to as "the Landowner")

WHEREAS

1. The Council is the Planning Authority for inter alia the Site for the purposes of the Town and Country Planning (Scotland) Act 1997.
2. The Planning Application has been made to the Council by or on behalf of the Landowner.
3. The Council on 19 May 2010 resolved to grant planning permission for the Development subject to various conditions including the entering into of the Agreement.
4. The Landowner is the proprietor of the Site; and
5. In terms of Section 75 of the Town and Country Planning (Scotland) Act 1997, a person may enter into a planning obligation for the purpose of restricting or regulating the development or use of the land either permanently or during such period as may be prescribed by the planning obligation and such planning obligation may contain such incidental or consequential provisions (including provisions of a financial character) as appear to the planning authority to be necessary or expedient for the purpose of that planning obligation. The Council as such planning authority considers it necessary and expedient to enter into a planning obligation in terms of the said Section 75 and has requested the Landowner to enter into the Agreement which the Landowner has agreed to do.

NOW THEREFORE, the Council and the Landowner in terms of the said Section 75 **DO HEREBY OBLIGE THEMSELVES AND AGREE** as follows:-

1 Definitions

In the Agreement, unless the context otherwise requires or admits, the following expressions

shall have the following meanings:-

- 1.1 **"Agreement"** means this planning obligation under S 75 of the Town and Country Planning (Scotland) Act 1997 between the Council and the Landowner;
- 1.2 **"Commencement of Development"** means the initiation of the Development by the carrying out of a Material Operation;
- 1.3 **"Development"** means the development on the Site for residential purposes as permitted by the Planning Permission;
- 1.4 **"Land Transfer Area"** means the land forming part of the Site and shown cross-hatched and marked "Plot 1" on the plan annexed and signed as relative hereto.
- 1.5 **"Material Operation"** means a material operation as defined in Section 27(4) of the Town and Country Planning (Scotland) Act 1997;
- 1.6 **"Planning Application"** means the application in respect of the Development submitted by or on behalf of the Landowner and allocated reference P/09/0790/PPP;
- 1.7 **"Planning Permission"** means the planning permission for the Development to be issued following the registration of the Agreement pursuant to the Planning Application or pursuant to any other planning application in respect of any development on the Site which is substantially the same as that to which the Planning Application relates ;
- 1.8 **"Registration Date"** means the date of registration of the Agreement in the Land Register of Scotland;
- 1.9 **"Site"** means the area which is to be affected by the terms of this Agreement, being ALL and WHOLE the subjects at Greyrigg Reservoirs, California, Falkirk and being the subjects registered in the Land Register of Scotland under Title Number STG29551;
- 1.10 **"Working Day"** means Monday to Friday inclusive throughout the year apart from (1) any days which are official public holidays within Falkirk or Stirling and (2) any days which are official bank holidays throughout the whole of Scotland.

2 Interpretation

- 2.1 In this Agreement references to any Act of Parliament shall include any modification, extension or re-enactment thereof for the time being in force and shall include all instruments, orders, notices, plans, regulations, bye-laws, permissions and directions for the time being made, issued, or give thereunder or deriving validity therefrom.
- 2.2 Time shall be of the essence unless specified otherwise.

3 Landowner's Obligations

3.1 Land Transfer

Within 3 months of Commencement of Development, the Landowner will, for no consideration, convey to the Council the Land Transfer Area for the purpose of carrying out road junction improvements at the Site location.

3.2 Notice

The Landowner binds and obliges himself to give 5 days prior written notice to the Council of Commencement of Development.

4 Effective Date of this Agreement/Enforceability

4.1 If any provision contained in the Agreement is held in any proceedings to be incompetent or unenforceable then all other provisions of the Agreement will remain valid and enforceable.

4.2 If and to the extent that any provision contained in the Agreement is held in any proceeding to be a provision which cannot be competently included or enforced in an agreement entered into under the said Section 75, such provision shall be and remain enforceable to the same extent and effect as if the Agreement was an agreement in contract entered into between the parties at the relevant time holding the interests respectively of the Council and of the Landowner. Further, the whole rights and remedies of the parties arising from the Agreement, with and under the foregoing proviso, shall be exercisable without prejudice to any other rights and remedies competent to them under statute or at common law, or otherwise.

4.3 The obligations, undertakings and others of the Landowner in terms of this Agreement are joint and several by the parties comprising the Landowner at the relevant time.

4.4 Any party having right to the interests of the Landowner from time to time shall not be liable for any breach of the provisions of this Agreement occurring after they have parted with their interest in the Site (but without prejudice to their liability (if any) for any subsisting breach prior to parting with such interest).

4.5 Condition 3 of the Agreement shall come into full force and effect only upon the later of (i) the date of registration of the Agreement in the Land Register of Scotland and (ii) the date of issue by the Council of the Planning Permission.

5 Registration/Adjustment of this Agreement

- 5.1 The Council undertakes to register the Agreement in the Land Register of Scotland against the title to the Site within 7 Working Days of the date of execution of these presents by the Council.
- 5.2 The Council undertakes to issue the Planning Permission within 7 Working Days of receiving confirmation from the Keeper of the Land Register of Scotland of the Registration Date.

6 No dealings with Site

The parties shall not assign, burden, convey, dispose, lease, nor in any other way deal with their respective interests in the Site or any part of parts thereof prior to the Registration Date.

7 Expenses/Outlays

The Landowner will bear the reasonable and properly incurred legal fees of the Council in connection with the preparation, negotiation, execution and implementation of the Agreement together with any Value Added Tax payable thereon and all outlays properly incurred by the Council in connection with the Agreement including the cost of dues of registration in the Land Register of Scotland and the Books of Council and Session and dues of obtaining 2 Extracts of the Agreement, 1 each for the Council and the Landowner. The Landowner will also bear the reasonable and properly incurred legal fees of the Council in connection with the conveyance of the Land Transfer Area to the Council together with any Value Added Tax payable thereon and all outlays properly incurred by the Council in connection with the registration of the Disposition in its favour in the Land Register of Scotland.

8 Jurisdiction

This Agreement shall be governed by and construed in accordance with the Law of Scotland and the parties hereto submit to the exclusive jurisdiction of the Scottish Courts.

9 Notices

Any notice or document to be submitted or served on any person pursuant to the terms of this Agreement shall be in writing. Any such notice or document issued to the Council shall only be validly served if sent by recorded delivery addressed to the Chief Governance Officer of the Council, Municipal Buildings, Falkirk (or any other address(es) intimated in writing by the Council's Chief Governance Officer for the

purposes of this Clause). Any such notice or document issued to the Landowner shall be validly served if sent to the main or registered office of the Landowner (if the Landowner is an incorporated or unincorporated body) or otherwise to the home address of the Landowner or any of the parties comprising the Landowner.

10 Consent to Registration

The Council and the Landowner hereby consent to registration of the Agreement for preservation and execution: IN WITNESS WHEREOF these presents consisting of this and the preceding four pages together with the Plan annexed are executed as follows:- they are signed by the said Hugh McCallum Thomson and Doreen Forsyth at Stirling on the Fourteenth day of November, Two Thousand and Eleven in the presence of the witness Peter William David Alexander Pratt and they are sealed with the Common Seal of Falkirk Council and subscribed for and on their behalf by Colin Douglas McPhail Moodie, Depute Chief Governance Officer at Falkirk on the Twenty-fourth day of February, Two Thousand and Twelve.

[Redacted signature area]

Witness

14/11/11

[Redacted signature area]

DC

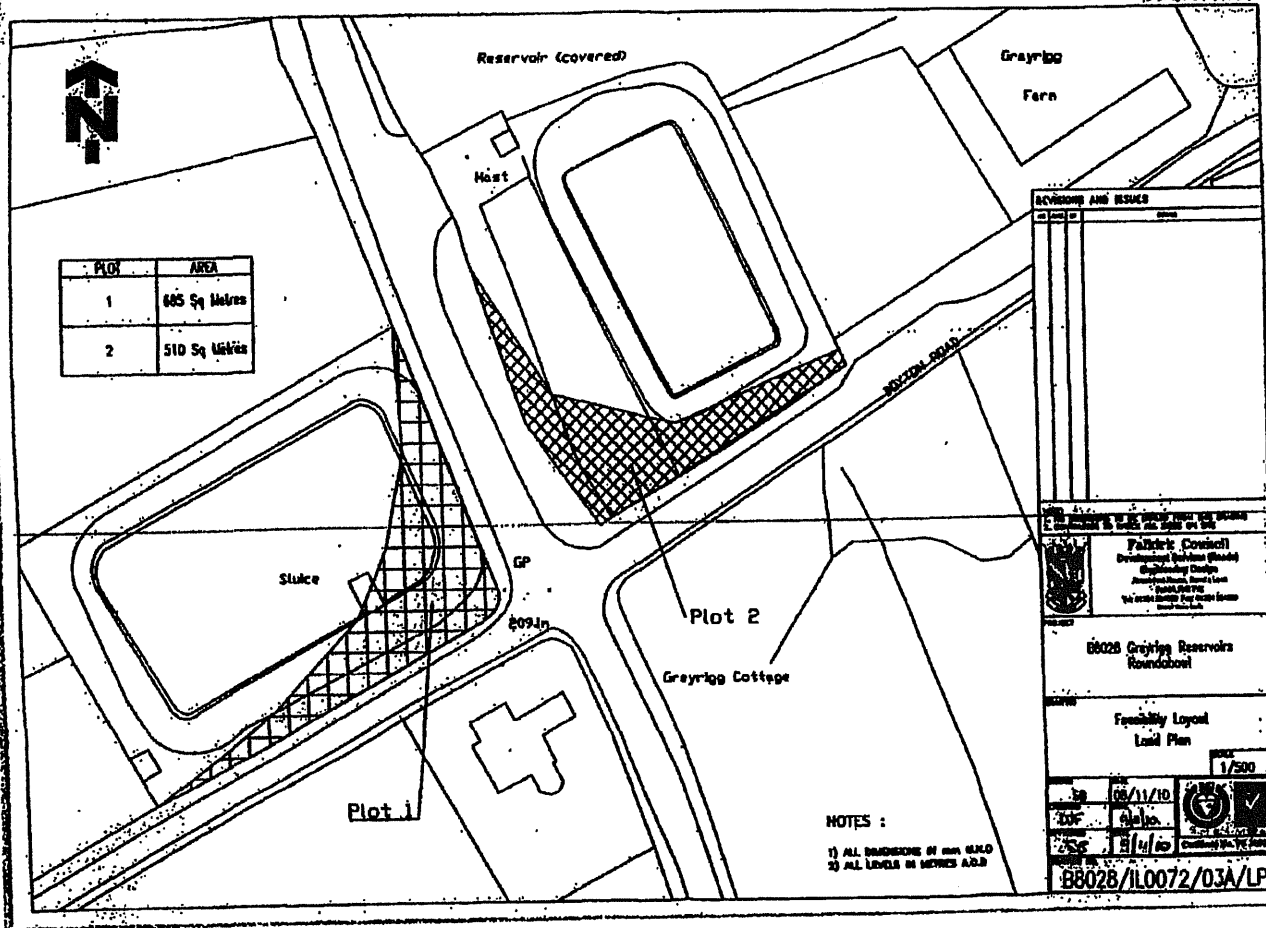
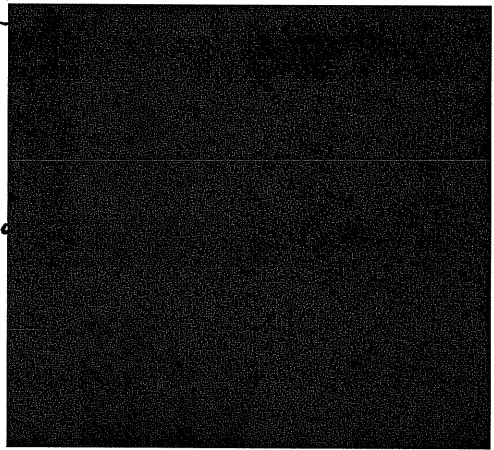
[Redacted signature area]

DC

[Redacted signature area]

COLIN DOUGLAS MCPHAIL MOODIE
DEPUTE CHIEF GOVERNANCE OFFICER
AND PROPER OFFICER

This is the plan referred to in the Planning Permission between Faldeth Limited
Hoffa McLaughlin Thomson and David Foyth as partners and trustees of the firm of Adams Lister
relative to subjects at Greyrigg Reservoir, Cumbria, Faldeth



REVISIONS AND ISSUES

PAULINE CORNELL
 Development Planner (Resale)
 Engineering Design
 Environmental Design
 Planning
 14 South Street, York YO1 1AA

66026 Greyrigg Reservoirs Roundabout

Finality Layout
Final Plan

Scale: **1/500**

Date: **06/11/10**

By: **Pauline Cornell**

Checked by: **H/1/10**

88026/10072/03A/LP

Subject: RE: Permit 7941 - Boxton Road California, Falkirk - Issue of Permit
Date: Wed, 5 Jun 2013 10:38:05 +0100
From: LeighSharpe@coal.gov.uk
To: nthomson@masonevans.co.uk
CC: leewebb0210@hotmail.co.uk

Neil,

Please find attached the issue documentation for Permit 7941 for permission to undertake the proposed consolidation works at Boxton Road, California, Falkirk. This email confirms the Coal Authority's agreement for work to commence. The works are to be undertaken in accordance with the methodology stated in your application, the signed terms and conditions received and in cognisance of the recent hazardous gas guidance document. Please ensure that all control measures, including gas monitoring proposals and safety measures are continued throughout the duration of the works.

We confirm that the indemnifier of the works are Pro-Construction Limited. The assigned permit boundary is shown highlighted in red on the accompanying mining report plan which is derived from the drawings you submitted with your application.

If you have any questions please don't hesitate in contacting me. We look forward to receiving the relevant completion report in due course, including the final engineering interpretation along with a completed closure form.

Kind regards

Leigh

Leigh Sharpe
Licensing & Permissions Manager
Scotland, NW & NE England

200 Lichfield Lane,
Mansfield,
Notts.
NG18 4RG

Tel: 01623 637229



**The Coal
Authority**

Permit Reference Number 7941

Permission to Enter or Disturb Coal Authority Mining Interests

Name and Address of Permit Holder:

*Pro-Construction Limited
4 Mountbatten Place
Rosyth
COWDENBEATH
KY11 2HL*

Site Location:

*Boxton Road
Greyriggs
California
Falkirk*

This certificate hereby grants the above named Permit Holder permission to carry out :-

Drilling and grouting of shallow mine workings over 0.2ha area within the Authority's mining interests at the identified site location for the period of 12 months from the effective date shown below. The granting of this Permission does not constitute advice given by the Authority in relation to the proposed operations. It is the Applicant's responsibility to obtain appropriate health, safety, environmental, technical and legal advice.

Signed: Effective Date: ...05/06/2013.....

For and on behalf of The Director of Operations at the Coal Authority

***Nominated Representative: Leigh Sharpe, Licensing and Permissions Manager;
The Coal Authority, Licensing & Permits Office, 200 Lichfield Lane, Mansfield, Notts, NG18 4RG
Tel: 01623 637229; E-Mail: leighsharpe@coal.gov.uk***

Reference No. P/09/0790/PPP

FILE
COPY



Falkirk Council

Please note: this permission does not carry with it any necessary consent or approval for the proposed development under any other statutory enactments.

Town and Country Planning (Scotland) Acts as Amended

Planning Permission in Principle

Applicant

Mr Christopher Ferrie
18 McAulay Brae
Plean
Stirling
FK7 8FE

This Notice refers to your application registered on 2 November 2009 for permission in respect of the following development:-

Development Development of Land for Residential Purposes at
Location Greyrigg Reservoirs, California, Falkirk,

The application was determined by the Planning Committee. Please see the attached guidance notes for further information, including how to appeal against the decision.

In respect of applications submitted on or after 1 January 2010, Falkirk Council does not issue paper plans. Plans referred to in the informatives below can be viewed online at <http://eplanning.falkirk.gov.uk/online/applicationDetails.do?action=showSummary&caseNo=P/09/0790/PP> P In accordance with the plans docquetted or itemised in the attached informatives as relative hereto, Falkirk Council, in exercise of its powers under the above legislation, hereby

Grants Planning Permission in Principle

This decision is issued subject to the following condition(s):-

1. This permission is granted under the provisions of paragraph 10(1) of the Town and Country Planning (Development Management Procedure) (Scotland) Order 2009 on an application for planning permission in principle, and the further approval of the Council or of the Scottish Ministers on appeal shall be required in respect of the undermentioned matters hereby specified before any development is commenced:
 - (a) the siting, size, height, design & external appearance of the proposed development;
 - (b) details of the access arrangements;
 - (c) details of landscaping of the site and future maintenance of landscaping.

2. That in order to comply with Section 59 of the Town and Country Planning (Scotland) Act 1997, as amended by the Planning etc (Scotland) Act 2006, in the case of the matters specified, application for approval must be made before:

- (a) the expiration of 3 years from the date of the grant of planning permission in principle; or
- (b) the expiration of 6 months from the date on which an earlier application for such approval was refused; or
- (c) the expiration of 6 months from the date on which an appeal against such refusal was dismissed,

whichever is the latest.

Provided that only one such application may be made in the case after the expiration of the 3 year period mentioned in sub-paragraph (a) above.

3. That the development to which this permission relates must be begun not later than whichever is the later of the following dates:

- (a) the expiration of 5 years from the date of the grant of this planning permission in principle; or
- (b) the expiration of 2 years from the final approval of the specified matters or, in the case of approval on different dates, the final approval of the last such matter to be approved.

4. (i) Unless otherwise agreed in writing, no development shall commence on site until a contaminated land assessment in accordance with current guidance has been submitted and approved by the Planning Authority. The assessment shall determine the nature and extent of any contamination on the site, including contamination that may have originated from elsewhere, and also identify any potential risks to human health, property, the water environment or designated ecological sites .

(ii) Where contamination (as defined by Part IIA of the Environmental Protection Act 1990) is encountered, a detailed remediation strategy shall be submitted to and approved in writing by the Planning Authority. The strategy shall demonstrate how the site shall be made suitable for its intended use by the removal of any unacceptable risks caused by the contamination.

(iii) Prior to the commencement of development, the remediation works shall be carried out in accordance with the terms and conditions of the remediation scheme as approved in writing by the Planning Authority. No part of the development shall be occupied until a remediation completion report/validation certificate has been submitted to and approved in writing by the Planning Authority.

5. The permission limits the number of dwellings to a maximum of 6 in total.

Reason(s):

1. To comply with paragraph 4(1) of the Town and Country Planning (General Development Procedure) (Scotland) Order 1992.
2. To comply with Section 59 of the Town and Country Planning (Scotland) Act 1997.
3. To comply with Section 59 of the Town and Country Planning (Scotland) Act 1997.
4. To ensure the ground is suitable for the proposed development.
5. To safeguard the residential amenity of the area.

The Council's decision is based on the following reason(s):-

The proposal does not accord with the Development Plan, however, material considerations outweigh the provision of the Development Plan.

An obligation in terms of Section 75 of the Town and Country Planning (Scotland) Act has been entered into in connection with this application. A summary of the terms of the obligation can be inspected at Development Services, Abbotsford House, Davids Loan, Falkirk FK2 7YZ during normal office hours.

Informatives:-

1. For the avoidance of doubt, the plan(s) to which this decision refer(s) bear our online reference number(s) 01.

1 March 2012



Director of Development Services



**Greyriggs,
California,
Falkirk**

Pro-Construction Limited

Report on Site Investigations

May 2013

Pro-Construction Limited

**Proposed Residential Development,
Greyriggs
California,
Falkirk**

Report on Site Investigations

Date of Issue: May 2013

Report Status: Issue 1

Project Reference: G2012/356

Prepared By: Neil M Thomson – Director

Reviewed By: Niall D Lawless - Director

Mason Evans Partnership Limited
The Piazza
95 Morrison Street
GLASGOW
G5 8BE

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EXECUTIVE SUMMARY

Client	Pro-Construction Limited
Site	Greyriggs, California, Falkirk
Project Objectives	<ul style="list-style-type: none"> ▪ To investigate the possible presence of ground contamination associated with the historical uses of the site and any potential associated risks; ▪ To investigate the ground conditions and provide recommendations on foundation and infrastructure design; ▪ To provide recommendations (if any) for additional works/remediation required.
Assessment of Risks to Human Health & the Water Environment	The investigations have concluded that there is a low risk to human health and the water environmental. No remedial measures are considered necessary.
Assessment of the Built Environment	Wrapped ductile iron water supply pipework may be utilised at the site. Recommended concrete (ACEC) Classification is AC1 with a Design Sulphate Class for the site of DS1.
Assessment of Ground Gas	The gas risk assessment has indicated gas protection measures are required at the site.
Foundation Construction	Foundations can be placed on the firm glacial till at approximately 1m to 2.5m depth where an allowable bearing capacity of 75kN/m ² to 100kN/m ² could be achieved.
Mining	It is concluded the area is subject to potential surface instability due to mining.

1.0 INTRODUCTION

1.1 COMMISSION

1.1.1 Mason Evans Partnership (ME) were commissioned by Pro-Construction Limited (the Client) in January 2013, to undertake a ground investigation at Greyriggs, California, to the south of Falkirk (Drawing Nos G2012/356/SI/R/F/01 and 02). It was understood that the site development proposals were for the construction of residential housing (Drawing No G2012/356/SI/R/F/03).

1.2 INVESTIGATION PROPOSALS

1.2.1 The investigation proposals were outlined in our correspondence to the Client, dated November 2012. The intention of the investigation was to provide information on the following:

- Soil profile to a depth of at least 5.0 m across the site.
- Chemical Contamination Conditions
- Gas Emissions
- Geotechnical characteristics of the materials.
- Foundation bearing characteristics.

1.3 LIMITATIONS

1.3.1 Our interpretations of the ground conditions are based on the information retrieved from the exploratory pits and bores sunk at the site during the recent site investigations. While we have carried out some interpretation of the ground conditions between the exploratory locations, it should be recognised that soil and groundwater conditions can vary from point to point. As such, ground conditions at variance with those indicated by the exploratory pits/bores may exist in areas not investigated.

1.3.2 It should be recognised that this report is prepared in accordance with current recommended practice and existing legislation. It is written in the context of a residential development. Should there be any alternative end-use, it would be prudent to consult us further to ensure the continued pertinence of the recommendations advised.