



Report of the Director of City Development

Executive Board

Date: 25 August 2010

Subject: Lease of the St.Aidan's Trust Land to the Royal Society for the Protection of Birds

Electoral Wards Affected:

Site is almost wholly located in Garforth & Swillington Ward
Small area in Kippax & Methley Ward
Adjacent to Oulton (Rothwell Ward)

Specific Implications For:

Equality and Diversity

Community Cohesion

Narrowing the Gap

Eligible for Call In

Not Eligible for Call In

(Details contained in the report)

EXECUTIVE SUMMARY

1. St. Aidan's is the name for a larger area of former opencast coal and coal mining land between Methley and Swillington. Under a 1991 legal agreement all this land, "the Trust Land" has to be offered by UK Coal Mining Ltd. ("UK Coal") (as successor to British Coal) to the St. Aidan's Trust, of which the sole trustee is Leeds City Council.
2. In 2005 the Council's Executive Board acting as the Trust agreed that when the transfer takes place and subject to its final approval it will forthwith lease the land to the Royal Society for the Protection of Birds ("RSPB"). A number of matters would have to be addressed to allow this decision to be implemented.
3. There is now a real possibility that all substantive outstanding matters will be completed in September, thus potentially allowing title of the whole of the Trust Land to be passed to the Trust and for the Trust to immediately lease the Trust Land to the RSPB. The site can then be opened to the public at very short notice.
4. This report sets out the current position with respect to those matters which had to be satisfied in order to complete the lease to the RSPB and recommends the lease be concluded as soon as possible when the Trust Land has been transferred from UK Coal.

1.0 Purpose of this report

- 1.1 To seek approval to the completion of the lease of the Trust Land to the RSPB.

2.0 Background Information

- 2.1 St. Aidan's is a former opencast coal site and is the short hand name for a larger area of land which also includes the former Lowther North opencast coal site plus that part of Savile Colliery at Methley which was not incorporated into the new river and canal works in 1995. It includes a nature area known as North West Lake (also known as Astley Lake) which was created in 1986, again from opencast coal workings and which is now a local nature reserve. The whole extends to 400 ha or 1.5 square miles. The Trust Land extends either side of the Aire river channel, the presence of which adds to the impression of scale in the landscape.
- 2.2 By virtue of a planning permission for opencast coal working granted in May 1991 and an attendant legal agreement the owners of the land are obliged to transfer the whole of the land shown as the Trust Land to the Council or such other organisation set up to administer the Trust. This Trust was established by the Council in 1994 for the purpose of receiving the land and then procuring the management of the landscape created from the opencast and mine reclamation workings. The Trust was endowed with £1 million by British Coal in 1994 for the purposes of managing the Trust Land. This fund has now risen to £2.28 million ("the Trust Fund").
- 2.3 On 6th July 2005 the Executive Board considered a report from the Director of Development concerning a proposal to lease the St. Aidan's Site (i.e. the whole of the Trust Land) to the RSPB. It was recognised that the value of the Trust Fund is very far from adequate to fund the development and management of the site and in any case the specialist habitats being created on site require expertise not available within the Council. Nor could it fund a new visitor centre. Executive Board was advised that the RSPB was interested in managing the site and indeed other sites which may become available in the Lower Aire Valley, such as Skelton Lake. [The RSPB already leases its Fairburn Ings location from Leeds City Council].
- 2.4 Accordingly Executive Board resolved to approve a lease of the Trust Land to the RSPB at a peppercorn rent subject to satisfactory proposals for the long term management and enhancement of the area, precise terms for the lease and checks with the Charity Commissioners. Other requirements were that the annual interest from the Trust Fund would be transferred to the RSPB and that the development proposals for the site in terms of informal recreation and nature conservation would be subject to local consultation.
- 2.5 Subsequently a steering group was established under the umbrella of the White Rose Forest "Green Infrastructure Group" with a programme of schemes and £2 million of funding from Yorkshire Forward. £100,000 was awarded to work for St. Aidan's in recognition of the scale of its contribution to green infrastructure within the Leeds City Region. The steering group includes council officers, UK Coal Mining Ltd (the site owners), the Environment Agency, Natural England, a WRF officer and of course the RSPB. The EA and EH provided further substantial funding which together with the RSPB's and the Trust's contribution took the total budget over £200,000. This was used to fund a number of feasibility studies which are listed at Appendix 2.

- 2.6 During this process in 2007 the RSPB carried out public consultations in local town centres, by mail shot, by face to face interviews and by drop in sessions in the nearby villages. Wider consultation was carried out with a diverse range of organisations from the Castleford Heritage Group to Evans of Leeds and Leeds Cycling action Group to the British Horse Society. Four focus groups were also targeted including duck feeders at Roundhay Park and active families in York. This whole exercise centred around a visionary theme for the Lower Aire Valley and how St. Aidan's could sit within this vision. Consultation with other stakeholders also took place at this time. The response was extremely positive. There were expressions of anxiety from some local residents who worry that the council and the RSPB might deviate from what they believe they have been promised ever since opencast activity began (1972).
- 2.7 The Trust Deed of 1994 reflected the prevailing policy approach for the Lower Aire Valley; namely that opencast sites and other derelict land would be progressively reclaimed over time for nature conservation and recreational afteruse, with the recreational element being quiet and generally relaxing by type, such as walking, wildlife watching and exploring, cycling, horse riding, kite flying, angling and the like. The document which embraces this ethos was/is the Lower Aire Valley Environmental Improvement Strategy. Remarkably, almost every element within this plan has now come to pass.
- 2.8 An important point about St. Aidan's is that it is not a fenced off part of the countryside but has open access, to the same rules as the countryside everywhere else. Public footpaths and bridleways criss - cross the site and there is, or rather will be, 24hr/365 day access to these paths. Another important point is that much of the Trust Land will be statutory washland and will flood; quite frequently at least in part.
- 2.9 In 2009 the Director of City Development and Executive Director of UK Coal agreed a target date of September 2010 for the completion of all outstanding matters at the site.
- 2.10 The site is currently closed and subject to Mines and Quarries legislation. Notwithstanding that the site is currently fenced off there is the potential for trespass with the danger that then arises from access to open areas of water, as well as disturbance to wildlife. This adds weight to the need to resolve the longer term future of the site so that it can be brought under active management and matters of site safety and security properly addressed.
- 2.11 Formal site restoration and aftercare has now been completed and consequently only essential management is taking place. The lowland part of the site in particular will rapidly regress toward dereliction without regular and skilled management; hence the need to speedily put effective management in place.
- 2.12 RSPB's main Policy Board has agreed to a lease of St. Aidan's, although the terms are still being finalised.

3.0 Current position – Plan and Policy

- 3.1 In taking forward proposals for the St. Aidan's site it is important to set it in context. St. Aidan's is at the centre of the Lower Aire Valley extending from Leeds to Wakefield. As such it is readily accessible to an extensive local population and to a wider audience given its location adjoining the national motorway network. A recent study of Green Infrastructure opportunities undertaken for the Leeds City Region by consultants LDA Design promotes it as a key project within its proposed "Fresh Aire

Park". The study identifies a range of potential benefits including: its contribution to growth and investment; as a recreation resource supporting health and wellbeing; biodiversity; engagement with communities; and for tourism.

- 3.2 At the last Executive Board meeting Members endorsed proposals for the Aire Valley Eco-settlement. This is a major regeneration initiative extending from the City Centre east to the M1 motorway and beyond. There is a unique opportunity to complement this regeneration initiative with the development of the Lower Aire Valley providing recreation opportunities for the new community and a potential green corridor through to the City Centre linking town and countryside.
- 3.3 But this is more than a local initiative. St. Aidan's sits at the hub of an area of countryside reclamation extending from Skelton Lake through to Fairburn Ings and Wakefield. It has the potential to be a major resource for West Yorkshire on a scale that would be nationally significant. To that end officers are continuing to explore the wider role of the RSPB across this extended area and have initiated discussions with Wakefield MDC.
- 3.4 In accordance with Executive Board wishes the RSPB, together with the steering group, has developed a forward plan to take St. Aidan's forward incrementally and develop a nature themed country park. This will eventually contain a visitor centre for the site and for the wider Lower Aire Valley, to complement the small existing RSPB visitor centre at Fairburn Ings.
- 3.5 The draft plan has been widely circulated to all parties with an interest in the site; parish councils, local city council members, steering group members, liaison committee members and a number of potential user groups.
- 3.6 The plan places St Aidan's in geographical context and in strategic and local planning context showing how development of the site fits with and complements a whole raft of strategies to do with recreation and conservation. The proposed management structure is laid out in the document together with the role of the Council in the ongoing development of the site as an attraction for wildlife and for people. The benefits of the site are highlighted in social and economic terms and drawing on research shows the increased spend that can be expected in the local area by visits as the site become more popular. The plan also shows the site's contribution to the sustainability and climate change agenda, promising a zero carbon visitor centre. The intention is to ensure a visit to St. Aidan's is an enjoyable event whether or not the visitor is there to look for/at the wild life. The typical visitor is shown to be a local person visiting several times a year. Initially there will be a reception building and WC but within 4 years a larger visitor centre would be built to include a café, shop, cycle hire etc., thereby allowing the RSPB to generate an income.
- 3.7 In terms of accountability, the existing St. Aidan's Liaison Committee would be carried forward to function as a community forum with an amended constitution. The existing external steering group would continue, bringing expertise from Natural England and the Environment Agency. The EA will also have an operational responsibility with respect to flood defences in the area and within the site. Above this would be a new project board comprising of appropriate Council officers and the RSPB. This group would consider long and shorter term management plans for the site, leaving management duties to the RSPB. This group would consider any issue arising from the lease, the Trust Deed and the Trust Fund and would consider any matter of mutual interest.

4.0 Current position – Lease

- 4.1 The lease would come into effect the same day that the Trust Land is transferred from UK Coal to the Trust. Heads of Terms for a lease have been discussed between officers of the Council and the RSPB.
- 4.2 The Heads of Terms relate to a 99 years lease at a peppercorn rent and are outlined in Appendix 1. The Council is mindful that the costs of managing and delivering the aspirations for the site are considerable and certainly cannot be delivered by the trust fund alone. Reflecting this position the Head of Property Services has conformed that in his opinion the terms offered represent the best consideration that can reasonably be obtained under Section 123 of the Local Government Act 1972 (or under the Housing Act 1985). The main points concern the use of the site (nature, public amenity and agriculture); that the RSPB is responsible for the maintenance of all open areas and water levels (except when flooded) whilst the Trust will retain responsibility under the Reservoirs Act and for the dragline. The RSPB indemnifies the Trust against any injury claims, and will provide insurance. There will be restrictions on commercial activity and signage (except directional signage) and that use of the paths will be free of charge. The existing angling licence with Allerton Bywater Angling Club will transfer and be retained and the Society will not be allowed to assign the lease area in whole or in part.
- 4.3 The Executive Board in 2005 indicated that the interest on the Trust Fund should be transferred to the RSPB annually. In good years interest has exceeded £100,000. But given that the fund is currently attracting very little interest this highlights the fact that this basis for providing grant aid to the RSPB is very variable and would provide problems for the RSPB in planning against its income. . For example the RSPB might request a larger amount to unlock a large grant from another source for capital investment in the site which the Trust would wish to secure. It is suggested that a default amount of £50,000 per annum could be agreed with any variation to be subject to annual proposals before the project board. A 2.2% rate of interest would need to be applied to the Trust Fund to return this amount per annum. However twice that would be needed or more to earn sufficient to cover inflation.

Clearly though the Trust Fund can only be drawn upon by a finite amount; sooner or later it could run out depending on the extent to which it is drawn down. The RSPB has been advised the Trust would be unlikely to provide other funds as a duty if and when the Trust Fund has gone. A protocol would be needed to manage this process, which is currently under discussion. The project board would recommend to the Trust the sum to be transferred to the RSPB.

5.0 Current position – Charity Commission

- 5.1 The Charity Commission was asked to confirm that a lease of the Trust Land to the RSPB would be acceptable in terms of the Trust Deed, which is a lengthy document setting out in some detail what the Trust is allowed to do. The Commission asked for an evaluation of the Objects of the Trust Deed and how adherence to these would be affected with the RSPB rather than the Trust itself managing the site. [The Charity Commission did however recognise that the Trust is entitled to make other arrangements for management and does not have to provide direct management itself].

- 5.2 Officers of the Council were able to show that RSPB management of the Trust Land makes little or no difference to meeting the Trust objectives; indeed that the expertise of the RSPB is a clear benefit in securing the discharge of the Trust objectives and no changes to the Trust Deed are needed. The Charity Commission has advised that it is satisfied that the proposal to lease the site to the RSPB is acceptable.

6.0 Current position - Regulatory

- 6.1 The work at St. Aidan's is governed by the planning conditions and the S.106 legal Agreement from 1991. Clearly, with transfer of the Trust Land to the Trust being so close to completion most regulatory aspects have now been dealt with. There remain however several outstanding matters that need to have reached a satisfactory stage or be concluded before the land can be transferred:

Easements for the bridges

The three bridges over the river/canal are due to be transferred to the Council (not to the Trust). To maintain the bridges access is required over UK Coal land *outside* of the Trust Land along the river side. This matter is in hand and being dealt with by Legal Services and Property Services.

Bridges themselves

Following inspection by competent engineers a minor works scheme to remedy small defects is to be carried out by UK Coal in August prior to transfer.

Inlet spillway for the washland

A large part of the Trust Land is statutory washland. To become operative UK Coal is required to construct an inlet spillway from the river. This work is now expected to begin in mid August and last about a month.

Rights of Way

Almost all footpaths and bridleways have now been laid out. However the formal application to extinguish the old path network and create the new network is still awaited, though imminent. Consultations have already been carried out and so it is not expected there will be any objections. It is hoped that the paths can be opened to the public within no more than 2 weeks of the transfer of the land, allowing sufficient time for the erection of stiles, kissing gates etc.

Waste Cell

When the new river channel was cut in 1995 the route went through the location of the old Rothwell UDC refuse tip at Fleet Lane. This refuse was relocated to a specially engineered cell under the hill at St. Aidan's. Although restored to agriculture 7 years ago the waste in this cell is still gassing slightly. UK Coal has now agreed that until such time as the Environment Agency accepts a licence is no longer required the enagement of this cell will remain with UK Coal.

- 6.2 The current expectation is that all the above matters will be dealt with over the Summer this year.

7.0 Implications For Council Policy And Governance

- 7.1 The issues in this report stem from the planning permission and associated legal agreement for the St. Aidan's site. The proposals reflect the decision taken by the Executive Board in July 2005. There is a well established governance structure for further developing the proposals and to oversee longer term management. This

comprises the Trust (the sole trustee is the Director of Development), the Steering Group providing technical advice and expertise, and the Liaison Group providing for community engagement. A project board comprising officers of LCC and the RSPB is proposed to provide oversight and to advise the Trust as necessary.

8.0 Legal and Resource Implications

- 8.1 The transfer of the Trust Land to the Council or the Trust is required pursuant to a covenant in the 1991 legal agreement.
- 8.2 The Trust's lawful purposes are set out in the Trust Deed as "To provide a nature conservation lake....a further lake for recreational and conservation purposes...an area of reed bed and marsh for the attraction and observation of wildfowl and an education and field studies centre." and "To make the trust land available in the interests of social welfare for the recreation and leisure time occupation for those living or working in or resorting to the south Leeds area within which the Trust land is situated. ". It is considered that the subsequent transfer of management to the RSPB falls within the powers of the Trust Deed which are set out in paras B2 (a) – (d) and C3 (i) – (xi) of the Deed and the Charity Commission has confirmed that consent is not needed to proceed .
- 8.3 The RSPB has confirmed that, [unlike the Trust], it has the necessary resources for future maintenance of the land in accordance with the purposes of the Trust.
- 8.4 In terms of risk to the Council there are several risks inherent with the transfer of the Trust Land from UK Coal to the Trust. However over the years steps have been taken to heavily mitigate these risks and most have been removed or marginalised. The position is summarised below:
- Site investigation by Terraconsult has confirmed that there are no levels of contamination which restrict the use of the site
 - The dragline and its compound will be retained by the Trust but will be managed by the 'Friends' group
 - The three bridges will be transferred to the Council following improvement works – a commuted sum has already been received to cover future maintenance
 - Responsibility for clean up following a flooding incident will transfer to the RSPB
 - Flood management structures will be the responsibility of the EA
 - The costs of on-going site management and provision of visitor facilities will rest with the RSPB
 - The new definitive paths replace those closed some year ago and will become the responsibility of the highway authority. Any other paths created would be maintained from the site budget
 - Any structures requiring inspection under the Reservoirs Act will be included in the inspection regime of the Environment Agency at minimal cost to the Trust and the EA will take responsibility of all structures performing a washland function

Swillington Park Flooding

- 8.5 Whilst the Trust Land is holding flood water at certain flood levels this water will prevent Swillington Beck from flowing into St. Aidan's. Beck water will back up in Swillington Park raising water levels in lakes there which form part of a commercial

fishery. As the flood waters recede fish could escape downstream into St Aidan's, with obvious consequences for the fishery business. The Environment Agency has conducted flood modelling and takes the view that levels will not rise there by more than 500mm. The Aire and Calder Navigation Act 1992 which sanctioned the construction of the new combined river and canal around St. Aidan's appears to make UK Coal liable for any loss adjacent owners might suffer as a consequence of any increased flooding attributable to the river works. This will only manifest itself once the washland becomes operable and high river water is allowed into St. Aidan's when the new spillway is commissioned this Autumn. There is thus some limited risk that flooding will affect the fishery business and some uncertainty over where liability for any effects will lie. It is considered that it would be difficult for a third party to establish that liability attached to the Council and this potential risk is not considered to be sufficient reason not to proceed with the land transfer since this would in effect mean not proceeding with the St. Aidan's project.

- 8.6 The Trust Fund is clearly insufficient to fund the requirements and expectations for the Trust Land. There would be a significant risk to the Council in financial terms associated with retaining the management and development responsibilities with the Trust. Failure to provide sufficient funding especially for management and maintenance runs the risk the site would be a danger to users and that the carefully constructed habitats would regress and the lowland areas would once again become derelict.

9.0 Recommendation

- 9.1 The Executive Board is recommended to agree:

- a) to the completion of the lease to the RSPB, based on the Heads of Terms outlined in Appendix 1, as soon as practically possible after transfer of the Trust Land to the St. Aidan's Trust and to delegate this to the Acting Director of City Development on completion of any outstanding documentation; and
- b) that officers continue to explore the opportunities for the wider involvement of the RSPB in the development of the Lower Aire Valley as a major recreational/wildlife resource.

Note: Clause 3(10) of the Trust Declaration dated 25th May 1991 allows the delegation of powers to any officer of the council for the business or performance of the Trust and which is within the professional or business competence of such officer. Jean Dent is the registered Charity Trustee of the Trust and retired on 30th July and so the new registered Charity Trustee to replace Jean Dent will be the Acting Director of City Development Martin Farrington.

Background Papers

1. St. Aidan's Trust Deed
2. RSPB Forward Plan
3. Proposed lease
4. Various draft terms of references
5. RSPB Consultation report
6. Various feasibility studies as per Appendix 2

Appendix 1

Lease of the St Aidan's Trust Land to the Royal Society for the Protection of Birds

1.0 HEADS OF TERMS FOR LEASE

i) **Term**

99 year lease.

ii) **Rent**

Peppercorn

The RSPB to receive the rents which are paid by any 3rd parties occupying part of the site either which are in existence at the date of commencement of this lease agreement or granted by the RSPB during the terms of the lease, provided the use to which the 3rd party agreements fall within the user clause of the main lease. The RSPB to pay other future outgoings in relation to their occupation and usage of the site.

iii) **Tenant**

The Royal Society for the Protections of Birds (RSPB).

iv) **Use**

To develop, use and manage the land for nature conservation , agricultural and public amenity purposes including the creation of a wetland nature area, visitor centre and car park and any supporting works related to the use of the property for grazing or housing of livestock including but not by way of limitation:-

- a) any works providing for managed public access (to include built infrastructure footpaths or signage) and
- b) any commercial activity associated with the running of the site including ancillary retail, catering , and ancillary offices only and toilet accommodation, (excluding hotels, residential industrial and none ancillary offices).
- c) to extract water from site and actively manage water levels.

2.0 SITE

2.1 To occupy the site identified on the attached plan which comprises approximately 400 hectares.

2.2 The site of the dragline to be excluded from the lease, however, should the dragline be removed from the site, then this area of land is to be offered to the RSPB upon the Council giving 6 months notice and if the RSPB wish to occupy this area then it shall be incorporated within the main lease at a peppercorn rent by way of substituting a new plan, incorporating this site, the additional land will be transferred free of charge, free of encumbrances, any associated costs will be met from the trust fund in connection with the transfer.

- 2.3 Leeds City Council will not give any indemnities as it is not the polluter, the dragline is electric and has no diesel storage, the site has been restored to a suitable standard, it is RSPB's responsibility to carry out any investigations to ensure that there are no contamination issues. Prior to the Dragline compound being transferred to the RSPB management, LCC undertake to ensure that the site is free from all contaminates and is in a suitable condition for the intended use.
- 2.4 All the public rights crossing the site will be adopted and the lease will include all sporting and mineral rights together with any other rights which affect the site including the fishing rights at Lowther Lake.

3.0 REPAIRING LIABILITY

a) RSPB's Liability

The RSPB to pay for the maintenance and upkeep of all open areas, grassland, reed and marsh land, lakes any car parks, tarmac road leading from the vehicle entrance down to the main lake, bird viewing areas, the visitor centre and new permissive footways which may be built by the RSPB, internal fences together with the definitive boundary around the site, which is to be of a type which the RSPB consider to be appropriate to manage the site.

b) The Council's Liability

Leeds City Council will be fully responsible for the maintenance of all the public highways, footpaths and bridleway crossing the site.

Leeds City Council will be responsible for the maintenance of the 3 bridges known as Caroline, Shan House Bridge and Lemon Royd Bridge. An easement will be granted by UK Coal to LCC to enable them to maintain these structures.

Leeds City Council will be responsible for carrying out the repairs to the Reservoir Structures and regular inspections of the same if any are identified within the site as defined in the Reservoirs Act 1974 and any costs associated with this.

- c) The Environment Agency will take responsibility for the maintenance of the floodbanks and spillways along the river.

d) Third Party Maintenance

UK Coal to be responsible to extract the leachate from the site together with the associated costs and the RSPB to permit access so long as it is necessary to carry it out. UK Coal will be responsible for any claims associated with the extraction of the leachate.

The RSPB will not be responsible for any pre existing contamination which if left untreated will render the site unsuitable for its proposed use.

4.0 Assignment

The tenant will not be permitted to assign the whole or part of the site.

5.0 Subletting

The RSPB to be able to sublet part of the site with landlord's consent such consent not to be unreasonably withheld or delayed all income gained on any sublet will remain with the RSPB.

6.0 Access

The RSPB to allow access to the public, the Council and all other parties e.g. Environment Agency, Friends of Dragline, Allerton Bywater Fishing Club etc.

7.0 Trust Fund

To use the trust money to contribute toward the capital and revenue costs of the construction works and facilities upon the site, and for those facilities described in 1.0 (iv) above.

On a fixed date each year the interest on the endowment, which will be fixed at the commencement of the lease or a diminimus of £50,000 (whichever is the greater) will be transferred to the RSPB. The RSPB reserve the right to draw down on the capital with the consent of the Council at any given times throughout the term of the lease. VAT is to be applied to the annual payments and any capital draw down payments.

The RSPB to provide a proposal upon how the operation of the Trust money will work i.e. whether or not they draw down on the interest and or capital payment. Each party to pay their own costs in relation to the drawing up of this agreement.

8.0 Costs

Each party to pay their own costs in relation to the drawing up of this lease agreement.

9.0 General Terms

- i) To keep the area clean and tidy and free from litter.
- ii) To indemnify the Council against all proceedings, actions, claims, costs, demands whether for personal injury or for damages or loss to any property which may be made at any time against the Council or their agents or servants arising out of the use of the occupation of the premises, except for any claims arising from the use of the public footpaths and bridleways crossing the site except those claims which arise from direct action caused by the RSPB.
- iii) Not to build or erect any buildings other than a visitor centre and bird viewing facilities on the premises or to make any additions or alterations without consent of the Council. Such consent not to be unreasonably withheld or delayed.
- iv) Should the RSPB wish to erect any other buildings which aid the primary purpose (if the RSPB decide to do so) then they must apply to the Council for consent. (bird hides excluded).
- v) To provide and maintain proper signage upon the site.

- vi) The RSPB to allow free access to the site at all times along and over public rights of way, however admission charges may be served on the public for car parking and for specific events except for members of the Friends of the Dragline provided that free access over the public rights of way is allowed during these events.
- vii) No advertising will be allowed on the site except in relation to those activities carried out solely by the RSPB and those in partnership with another related organisation. No general advertising will be allowed.
- viii) The site will be known as RSPB St Aidan's Nature Park part of the RSPB Aire Valley, no alterations to the name will be made without agreement of the Council.
- ix) The RSPB has the right to bring services onto the site at their own cost and the Council reserves the right to connect into these at its own cost.
- x) The Tenant will be responsible for insuring the site, the cost of which will be solely the responsibility of the tenant details of such insurance to be provided to the landlord if required to do so.
- xi) After seeking Landlords consent the Tenant will be able to use environmentally friendly means of energy generation which will be linked with demonstration purposes and/or educational purposes. Consent will not unreasonably be withheld. Provided that the energy generated is solely used by the tenant for the operation of plant, machinery, equipment and buildings within the site.

10.0 DRAGLINE CRANE

- 10.1 Leeds City Council to be responsible for the removal of the dragline crane if necessary to do so and to remove all structures and fencing.
- 10.2 The Friends of the Dragline to be responsible for the upkeep of the Dragline Structure, building upon the site and the boundary fence. In the event that the FoD cease then the future maintenance of the Dragline will revert to the Council or other nominated body until the structures are removed from site.
- 10.3 The RSPB to provide 10 parking permits to the "Friends of Dragline".

Appendix 2

Feasibility Studies completed:

1. Ground Investigation Study – Terraconsult
2. Access and Audience Plan – TellTale
3. Socio-economic Study – PLB Consulting Ltd.
4. Interpretation Plan - TellTale
5. CO2, Carbon sequestration and bio-fuel study – Nick Ash
6. Traffic Assessment – Turvey Consultancy Ltd.
7. Flood Risk - JOC Consultants Ltd.
8. Spatial Masterplan and Building Design – Studio Gedye