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Summary

33/174/04/FU
Thu 25 Mar 2004
Sturton Grange Farm Garforth Leeds
Use of part of agricultural land to light aircraft take off/landing strip (north south)
Decided
Approved
Tue 04 Nov 2008
Unknown

Important Dates

Application Validated Date	Thu 25 Mar 2004
Comments To Be Submitted By	Wed 12 Mar 2008
Actual Committee Date	
Latest Neighbour Consultation Date	
Standard Consultation Date	Wed 20 Feb 2008
Last Advertised In Press Date	Mon 10 Dec 2007
Last Site Notice Posted Date	Mon 17 May 2004
Agreed Expiry Date	
Decision Made Date	Tue 04 Nov 2008
Determination Deadline	Thu 20 May 2004
Temporary Permission Expiry Date	

Further Information

Application Type	Full Planning Application
Decision	Approved
Actual Decision Level	Delegated Decision
Expected Decision Level	Committee
Parish	Aberford And District Parish Council
Ward	Garforth & Swillington
Applicant Name	MAKINS
Agent Name	PEACOCK & SMITH
Agent Company Name	
Agent Address	2A JOSEPHS WELL, HANOVER WALK, LEEDS, LS3 1AB
Environmental Assessment Requested	No

Contacts

Agent

PEACOCK & SMITH

Home Phone

0113 2431919

Related Information

There are 4 documents associated with this application.

There are 0 cases associated with this application.

There is 1 property associated with this application.

	Is there provision for bin storage within the development / N/A (If YES , please show details on the plans).	C EASE DI	EAR THE ACCO	OMPANYING NOTES EIRST	AULURE TO COMPLETE THIS FOR		
15.	EXISTING USES Please state existing use[s], or, if vacant state the last use[s] of the site.	USE (State State	VS.F.C. Republication of the state	The second s	M CORRECTLY WILL DELAY YOUR AF THIS APPLICATION I and I enclose the fee of 18 220.1	
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	D is there to	w details on submitted plans - Notices will be required [see Section 12]
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7.	MATERIAL	S
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	Roof	N/A
	Boundary Treat	ment (If Applicable) N/A
	Hard Surfaces	
- Marine		materials on the plans)
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10.	PUBLICP	GHTS OF WAY / FOOTPATHS
	Is there a Public R	ight of Way within or adjoining the site? ate the line on the plans)
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11 .	TREES	
A B	(If YES, please show	/hedges within or adjacent to the site ? YES V NO
	root systems of tre	wolve removal, pruning or cutting back of branches or YES YNO
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		e the date of the acco he land to which the	application relates.		
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Decision Notice

TOWN AND COUNTRY PLANNING ACT 1990

GRANT OF FULL PLANNING PERMISSION

FILE COPY

Applicant MAKINS

Agent: PEACOCK & SMITH 2A JOSEPHS WELL, HANOVER WALK, LEEDS, LS3 1AB Application Number:P/33/174/04/FUDate Accepted:25 March 2004

Date of Decision: 4 November 2008

Proposed Development At : Sturton Grange Farm, Garforth, Leeds,

Proposal: Use of part of agricultural land to light aircraft take off/landing strip (north south)

Planning permission granted in accordance with the approved plans and specifications and subject to the condition(s) set out below:-

Reason(s) for granting consent:-

1)

In granting permission for this development the City Council has taken into account all material planning considerations including those arising from the comments of any statutory and other consultees, public representations about the application and Government Guidance and Policy as detailed in the Planning Policy Guidance Notes and Statements, and (as specified below) the content and policies within Supplementary Planning Guidance (SPG) and The Development Plan consisting of The Yorkshire and Humber Plan - Regional Spatial Strategy 2008 (RSS) and the Leeds Unitary Development Plan Review 2006 (UDPR).

GP5

On balance, the City Council considers the development would not give rise to any unacceptable consequences for the environment, community or other public interests of acknowledged importance.

For information:-

Page 1: File Copy

5 and



Decision Notice

TOWN AND COUNTRY PLANNING ACT 1990

GRANT OF FULL PLANNING PERMISSION

- 1) The applicant should be aware that there is an Agreement/Obligation by way of undertaking under Section 106 of the Town and Country Planning Act 1990 affecting this site.
- 2) The applicant's particular attention is drawn to paragraph 6.02 of the operations plan relating to the state of repair of warning signs to the runway.

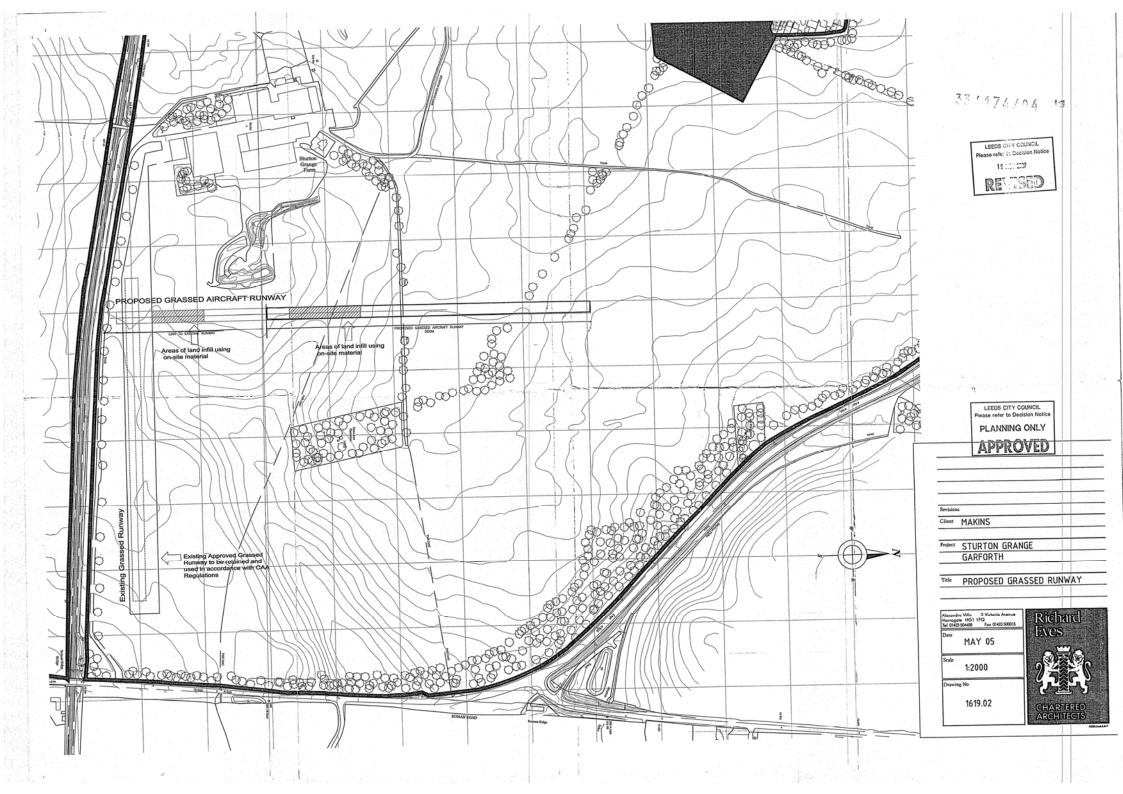
Applicants are requested to remove any site notices related to this application from outside the property to which the application relates.

From 6th April The Town and Country Planning (Fees for Applications and Deemed Applications) (Amendment) (England) Regulations 2008 introduced a fee for a written request to discharge condition(s). The fee is £85 per request or £25 if the request relates to a householder application. The request needs to identify the planning application number and the condition(s) concerned, a form is available from our website www.leeds.gov.uk/planningforms titled Approval of Details Application form.

This notice of decision relates to the following plans:-

Plan Type	Plan Reference	Version	Plan Date	Received
Site Location Plan/Red Line	1619.02		01.05.2005	19.11.2007

B. and



DATED 19th September 2008

(1) LEEDS CITY COUNCIL

(2) CHRISTOPHER WILLIAM MAKIN

(3) HSBC BANK PLC

SECTION 106 AGREEMENT in relation to land at Sturton Grange Farm, Garforth, Leeds, West Yorkshire



THIS AGREEMENT is made on

19th September

BETWEEN:-

- (1) LEEDS CITY COUNCIL of Civic Hall, Leeds LS1 1UR(the "Council");
- (2) CHRISTOPHER WILLIAM MAKIN of The Grange, Sturton Grange Farm, Garforth, Leeds (the "Developer"); and
- (3) **HSBC BANK PLC** (No 14259) of Sheffield Securities Processing Centre, PO Box 3924, Sheffield S1 9BD (the "**Bank**").

WHEREAS:-

- (A) By virtue of the 1990 Act the Council is the local planning authority for the purposes of this Agreement for the area in which the Land is situated and is the Authority by whom the planning obligations hereby created are enforceable.
- (B) The Developer is the owner of the part of the Land registered at HM Land Registry under Title Number WYK563840.
- (C) The Bank holds two legal charges dated 4 November 2004 and 4 January 2005 against the Land.
- (D) The Council would not grant Planning Permission for the Development unless the planning obligations contained herein were entered into by the Developer.
- (E) The Developer by entering into this Agreement does so to create planning obligations in respect of the Land and each part of it in favour of the Council pursuant to section 106 of the 1990 Act and to be bound by and observe and perform the covenants, agreements, conditions and stipulations hereinafter contained.

IT IS AGREED as follows:-

1.	INTERPRETATION	
1.1	In this Agreement:-	
	"1990 Act"	means the Town and Country Planning Act 1990 as amended
	"Aircraft"	means any microlight or ultralight aircraft, glider, helicopter or gyrocopter
	"Development"	means the development of the Land in accordance with the Planning Permission
	"Land"	means all that land situate at Sturton Grange Farm, Garforth, Leeds, West Yorkshire shown edged red on the Plan
	"Plan"	means the plan attached to this Agreement
	"Planning Permission"	means a planning permission to be granted under reference number 33/174/04/FU received on 25 May 2004 the draft of which is annexed at Schedule 2
	"Second Strip"	means the part of the Land marked as Runway 36/18 on the plans at Appendix 1
	"Strip"	means the part of the Land marked as Runway 10/28 on



the plans at Appendix 1

"Strips"

means together the Strip and the Second Strip

- 1.2 In interpreting this Agreement:-
 - 1.2.1 the expressions the "**Council**", the "**Developer**" and the "**Bank**" shall include their successors in title and assigns and, in the case of the Council, any successor body;
 - 1.2.2 the singular includes the plural and vice versa and words importing the masculine gender also include the feminine gender and extend to include a corporation sole or aggregate;
 - 1.2.3 where a party includes more than one person any obligations of that party shall be joint and several;
 - 1.2.4 any covenant by the Developer not to knowingly do any act or thing shall be deemed to include a covenant not to cause, permit or suffer the doing of that act or thing;
 - 1.2.5 a reference to an Act of Parliament refers to the 1990 Act as it applies at the date of this Agreement;
 - 1.2.6 references to Clauses, paragraphs and Schedules are references to Clauses, paragraphs and Schedules to this Agreement and are for reference only and shall not affect the construction of this Agreement;
 - 1.2.7 the parties to this Agreement do not intend that any of its terms shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to this Agreement or not a successor in title to or assign of such a party or, in the case of the Developer, not a successor body.

2. AGREEMENT AND DECLARATION

- 2.1 This Agreement is a planning obligation made in pursuance of section 106 of the 1990 Act as substituted by section 12 of the Planning and Compensation Act 1991 and to the extent that the covenants in this Agreement are not made under section 106 of the 1990 Act they are made under section 111 of the Local Government Act 1972 and all other powers so enabling.
- 2.2 The planning obligations comprised in this Agreement shall not become effective until the date of this Agreement.
- 2.3 The Developer hereby covenants with the Council that the Land shall be permanently from the date hereof subject to the restrictions and provisions regulating the Development and use thereof specified in this Agreement.
- 2.4 It is agreed and declared as follows:-
 - 2.4.1 for the purpose of such parts of this Agreement as may be subject to the law against perpetuities this Agreement shall remain in force for a period of 80 years from the date hereof or (if sooner) as long as any of such of the covenants, conditions, stipulations and agreements herein may not have been performed;
 - 2.4.2 no party shall be bound by the terms of this Agreement or be liable for the breach of any covenants, restrictions or obligations contained in this Agreement occurring after he or it has parted with his or its interest in the Land or the part in respect of which such breach occurs (but without prejudice to liability for any subsisting breach of covenant prior to parting with such interest);
 - 2.4.3 nothing in this Agreement shall be construed as restricting the exercise by the Council of any power or discretion exercisable by it under the 1990 Act or under any other Act of Parliament nor prejudicing or affecting the Council's rights, powers, duties and obligations in any capacity as a local or public authority;

- 2.4.4 nothing in this Agreement shall prohibit or limit the right to develop any part of the Land in accordance with a planning permission (other than the Planning Permission relating to the Development) granted after the date of this Agreement;
- 2.5 This Agreement shall be registered as a Local Land Charge and following the performance and satisfaction of all the obligations contained in this Agreement the Council shall remove the entry relating to this Agreement from the Register of Local Land Charges.
- 2.6 This Agreement shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission shall terminate and cease to have effect.
- 2.7 The Bank hereby covenants to the execution of this Agreement and acknowledges that the Land shall be bound by the planning obligations contained herein.
- 2.8 The Bank shall only be liable for any breach of any provisions of this Agreement caused by or permitted by it during such period as it is a mortgagee in possession of the Land.
- 2.9 The Developer shall pay to the Council its reasonable legal fees on completion of this Agreement.

EXECUTED AS A DEED by the parties on the date which first appears in this Agreement.

SCHEDULE 1

DEVELOPER'S COVENANTS

The Developer covenants with the Council:-

- 1. Not to fly from the Land nor to allow or permit to be flown from the Land (except in emergency) any Aircraft except the Beech Bonanza registration number N-767CM or any other similar fixed-wing Aircraft with a noise certification level not exceeding 67 dBA or any other Aircraft the details of which have previously been submitted to and which have been approved for the purposes of this paragraph by the Council.
- 2. Not to use the Land nor to allow or permit the Land to be used for the purposes of the Development as regulated by this Agreement:-
- 2.1 on more than 100 days in any calendar year;
- 2.2 for more than 5 take-offs and 5 landings on any one day;
- 2.3 at any time except between 0730 hours and dusk on Mondays to Saturdays and between 0900 hours and dusk on Sundays (except in an emergency).
- 3. Not to use the Land nor to allow or permit the Land to be used for the take-off and landing of Aircraft (as permitted under paragraph 1 above):-
- 3.1 in connection with commercial or business purposes (other than in connection with the operation of Sturton Grange Farm) including the hire of Aircraft, the carriage of goods and/or persons for hire or reward, parachuting, pilot training whether ab initio or advanced gliding, aerial photography or demonstrations;
- 3.2 by any person except the Developer, his family or his bona fide guests to the Land in connection with and ancillary to their occupation of or presence at the dwellinghouse upon the Land known as Sturton Grange Farm as a private residence.
- 4. Notwithstanding the provisions of Part 4, Class B of Schedule 2 of the Town and Country Planning (General Permitted Development) Order 1995 (or any order revoking and re-enactment that Order with or without modification) not to use any part of the Land or to allow or permit any part of the Land to be used for the take-off or landing of Aircraft (as permitted under paragraph 1 above) except the Strips.
- 5. Not to taxi or station any Aircraft nor to allow any Aircraft to be taxied or stationed except when such Aircraft is about to take-off from or has just landed upon the Strips on any part of the Land except that part of the Land shown edged green on the attached plan.
- Not to use the Land nor to allow or permit the Land to be used for the servicing, repair or fuelling of Aircraft.
- 7. To maintain at all times and to make available for inspection by the Council an Aircraft movement record of all take-offs, landings and purpose and destination of lights from and to the Strips.
- 8. To manage and use the Land in accordance with the Light Aircraft Operations at Sturton Grange, Garforth, Leeds Revised Operations Plan and Protocol dated August 2005 as prepared by Peacock & Smith and as attached at Appendix 1.

SCHEDULE 2

DRAFT DECISION



Planning Services Leonardo Building 2 Rossington Street Leeds LS2 8HD

DRAFT DECISION NOTICE

REPORT OF THE CHIEF PLANNING OFFICER

WARD: Garforth & Swillington

Application: 33/174/04/FU Applicant: MAKINS

Address: Sturton Grange Farm Garforth

(north south)

- LeedsProposal:Retention of Use of part of agricultural land to light aircraft take off/landing strip
- RECOMMENDATION:

Approve

For information:-

The applicant should be aware that there is an Agreement by way of undertaking under Section 106 of the Town and Country Planning Act 1990 affecting this site dated 18 August, 2000 together with a Deed of Variation dated ** August 2008

This recommendation relates to the following Approved Plans

Plan Type	Plan Reference	Version	Received
Site Location Plan/Red Line	1619.02		19.11.2007

EXECUTED (but not delivered until the date hereof) AS A DEED by affixing the Common Seal of LEEDS CITY COUNCIL in the presence of:-



(Corporate Governance)

SIGNED (but not delivered until the date hereof) AS A DEED by CHRISTOPHER WILLIAM MAKIN in the presence of:-

Signature of Witness:

Name of Witness: KATHLEEN MARY KITCHING

Address:



SIGNED AND DELIVERED BY:-

as the attorney and on behalf of HSBC BANK PLC in the presence of:-Davin SHANP Full Name of witness: Signature of witness: Address:

(Signature)



Occupation: Bank Uffician

APPENDIX 1

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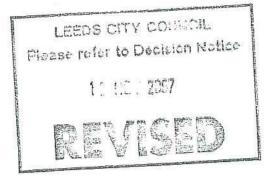
2nd Draft

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33/17//04 1

LIGHT AIRCRAFT OPERATIONS AT STURTON GRANGE, GARFORTH, LEEDS REVISED OPERATIONS PLAN AND PROTOCOL

× 4.



Peacock & Smith Suite 2A Josephs Well Hanover Walk LEEDS LS3 1AB



AUGUST 2005

Garforth, Leeds

Peacock & Smith

Operations Plan and Protocol

1. INTRODUCTION

1.02 The take-off/landing areas comprise (i) a grass strip with dimensions of 750 m. $x \neq 0$ m., aligned on heading 10/28, and (ii) a grass strip with dimensions of 500m. $x \neq 2$ m. aligned to the north of 10/28, on heading 36/18. The approximate locations of these strips is shown on the plans attached as Appendix 1.

1.03 In summary, the requirements/restrictions imposed by the original Section 106 Agreement were as follows:

- The use of the strip is limited to Beech Bonanza GORSP; and any other similar fixed-wing aircraft with a noise certification level not exceeding 67 dBa (except in an emergency), or any other aircraft, the details of which have previously been notified in advance to Leeds City Council;
- (ii) Use restricted to no more than 100 days in any calendar year;
- (iii) No more than 5 take-offs and 5 landings permitted on any one day;
- (iv) Use restricted to between 0730 hours and dusk, Mondays to Saturdays, and
 0900 hours and dusk on Sundays (except in an emergency);
- (v) No use for commercial or business purposes, other than in connection with the operation of Sturton Grange Farm;

Garforth, Leeds

Peacock & Smith

Operations Plan and Protocol

- In other respects, no use by persons other than the owner of the strip; his family; and 'domestic' guests;
- (vii) No use of land elsewhere at Sturton Grange for aircraft take-off or landing purposes;
- (viii) No aircraft to be taxied or stationed elsewhere at Sturton Grange, other than the landing strip and immediately adjacent areas;
- (ix) No servicing, repair or fuelling of aircraft;
- (x) Strip perimeter to be marked out, and approved by Leeds City Council*
- (xi) No structures or buildings to be constructed in the area of the strip, and/or adjacent areas;
- (xii) Aircraft movement record to be maintained, and kept available for inspection;
- (xiii) Operations plan and protocol to be prepared, maintained and adhered to.

* February 2003: informal agreement reached between Officers of Leeds City Council and strip operator that the marking of the strip is unnecessary, and inappropriate in that such marking could serve to encourage unwanted aircraft to utilise the landing strip.

1.04 Under the terms of the Deed of Variation to the Section 106 Agreement dated2005, the original requirements/restrictions were amended as follows:-

Peacock & Smith

Garforth, Leeds

Operations Plan and Protocol

- (a) reference is made to the new registration of the Beech Bonanza aircraft (N-767CM);
- (b) reference is made to the use of a second area of land for aircraft takeoff/landing purposes (ie. as approved under planning permission ref.). This Runway (36/18) is 500m in length and is located 195m to the north of Runway 10/28, and 250m north of the Leeds to Selby railway line. The link between Runways 10/28 and 36/18 will be used for taxiing purposes.

(c) the use of the originally approved strip (10-28) is limited as follows:

- take-offs from Runway 10 (i.e. to the east);
- landings at Runway 28 (i.e. from the east);
- other than in the case of an emergency, no landings on Runway 10 at any time (i.e. from the west); and
- other than in the case of an emergency, no take-offs from Runway 28 (i.e. to the west), unless weather conditions are such that the use of other runways would be unsafe, and a minimum 600m separation from the Garforth congested area can be maintained.

1.05 The following operations plan/protocol is therefore prepared in accordance with the requirements of the Section 106 Agreement and Deed of Variation, and sets out relevant operational details, in addition to those prescribed by the Agreement as amended.

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2. OPERATIONS PLAN: FLIGHT RECORDS PROTOCOL

2.01 All movements by Beech Bonanza N-767CM to be recorded in flight log, on a daily basis.

2.02 A separate flight log for visiting aircraft to be maintained, and completed on a daily basis.

2.03 Both flight logs to be retained at Sturton Grange, and to be made available for inspection by Leeds City Council or other bona fide relevant bodies.

2.04 Full copies of flight logs for each calendar year to be provided to Leeds City Council by the end of January in the calendar year following.

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3. OPERATIONS PLAN: TAKE-OFF AND LANDING PROTOCOL

Runways 10/28

3.01 The airstrip circuit and take-off/landing protocol for Runways 10/28 are shown on the plans attached at Appendix 1.

28 Take-Off

3.02 Other than in the case of an emergency, no take-offs will be undertaken from Runway 28 at any time, unless weather conditions are such that the use of other runways would be unsafe, and a minimum 600m separation from the Garforth congested area can be maintained. Such weather conditions would include a 40 mph+ westerly wind.

28 Landing

3.03 Approaching from any direction, overfly Hartley Wood, 1,000 ft. Fly between villages of Old/New Micklefield, avoiding built-up areas, at 800 ft. Continue descent and (exercise extreme caution) overfly National Grid transmission lines/pylons at 250 ft., and A656 Road at 100 ft. Transmission lines fitted with orange 'football' markers.

10 Take-off

3.04 Climb straight out and (exercising extreme caution) overfly National Grid transmission lines/pylons at 250 ft. Continue climb between villages of Old/New Micklefield, avoiding built-up areas at 800 ft. Continue to 1,000 ft., and clear. Light Aircraft Operations at Sturton Grange Garforth, Leeds

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10 Landing

3.05 No landings will be undertaken on Runway 10, other than in the case of an emergency.

Runways 36/18

3.06 The airstrip circuit and take-off/landing protocol for Runways 36/18 are shown on the plans attached as Appendix 2.

36 Take off

3.07 Taxi to Runway 36/18 via 10/28 and the taxi link. Climb straight ahead turning right handed after crossing the M1 motorway. Turn right on heading of 090 degrees. Climb to 1,000 ft. before clearing, unless the intended heading is to the west, in which case climb to 1,500 ft. before clearing. Do not overfly Garforth at any time.

36 Landing

3.08 From all directions descend to 1,000 ft. at the A1-A63 junction north of the Selby Fork motel and head 270 degrees along the A63. At the first roundabout descend to 500 ft. Base leg turn over the A63 for finals to land on Runway 36. Use taxi link and 10/28 to clear runways.

18 Take off

3.09 Climb Straight ahead. Turn left following the A63 on a heading of 090 degrees. Climb to 1,000 ft and clear. To fly to the west climb to 1,500 ft. and do not overfly Garforth.

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18 Landing

3.10 From all directions, descend to 700 ft. at the A1-M1 intersection for a 270 degree base leg. Descend to 500 ft over the M1 for finals for Runway 18. Use taxi link and 10/28 to clear runways.

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4. OPERATIONS PLAN: CIRCUIT PATTERN AND LANDING INSTRUCTIONS PROTOCOL

4.01 Copies of the above landing instructions and circuit pattern plans (see Appendices 1 and 2) to be maintained at Sturton Grange, and provided in advance to visiting aircraft.

4.02 Flight Avoidance Zones indicated on plans at Appendices 1 and 2 to be noted and adhered to.

4.03 Other than in the case of an emergency, all visiting aircraft to operate on a Prior Permission Required (PPR) basis.

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5. OPERATIONS PLAN: OTHER AIRCRAFT PROTOCOL

5.01 Other than in the case of an emergency, microlights and gliders will not be accepted under any circumstances.

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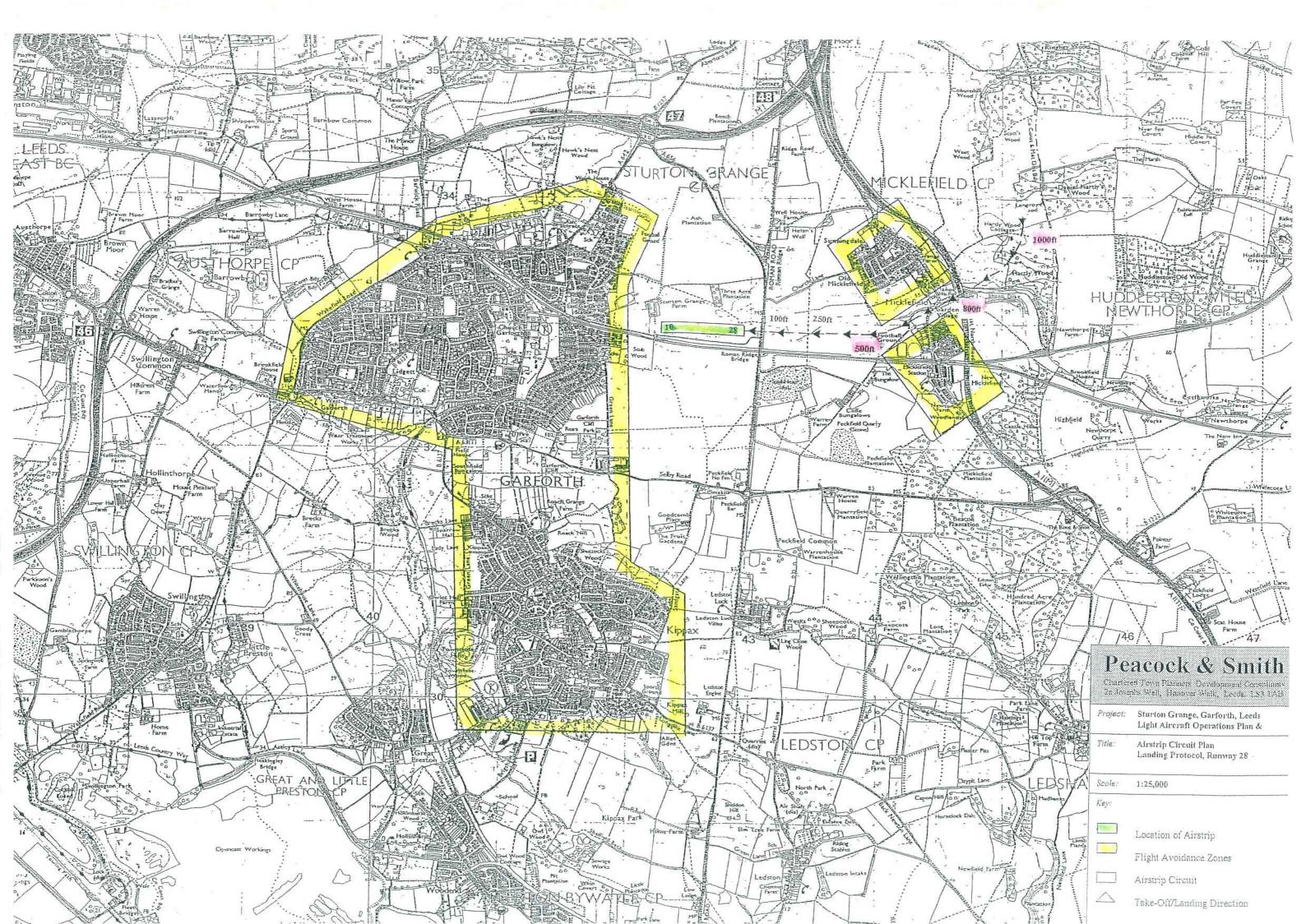
6. OPERATIONS PLAN: OTHER DETAILS

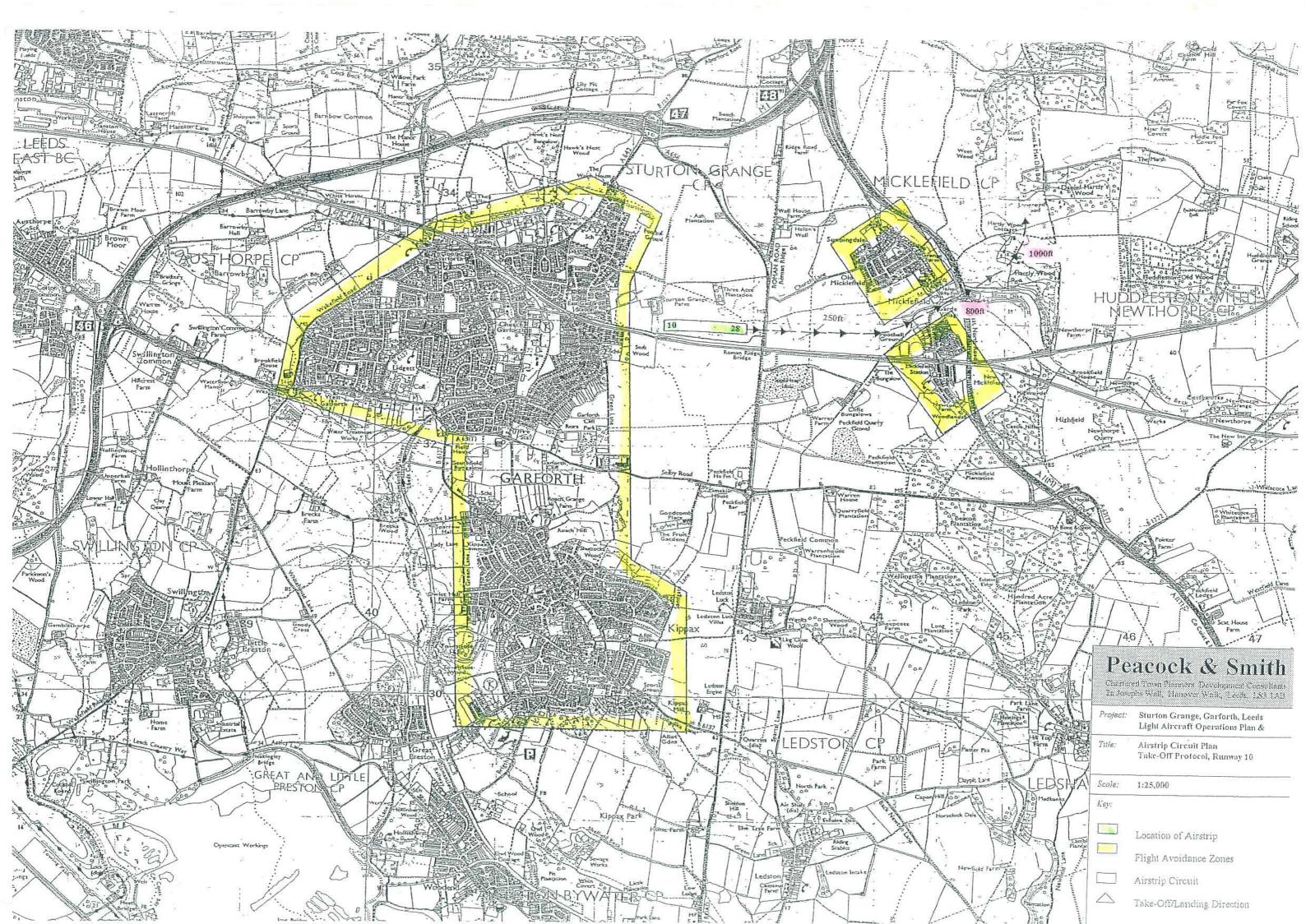
6.01 Windsock (as currently provided) to be permanently displayed at mid point of Runway 10/28 (250m to the south of Runway 36/10).

6.02 Public Footpaths Sturton Grange 2 and 3 cross Runways 36/18 in an east to west direction. Warning signs for pedestrians (4 no in total, as currently provided) to be permanently displayed on each path, on either side of Runways 36/18.

APPENDIX 1

TAKE-OFF AND LANDING PROTOCOL PLANS, RUNWAYS 10/28





APPENDIX 2

TAKE-OFF AND LANDING PROTOCOL PLANS, RUNWAYS 36/18

