

OXFORDSHIRE COUNTY COUNCIL

APPROVED

DATE: 12/09/2023

APPLICATION No: 21/01669/CM (MW.0057/21)

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C D BROOKS & PARTNERS

**CASTLE BARN QUARRY
SARSDEN
CHIPPING NORTON
OXFORDSHIRE**

APPLICATIONS FOR THE IMPORTATION OF INERT FILL MATERIAL

AND

**VARIATION OF CONDITIONS 1, 2, 8 AND 26 OF PLANNING PERMISSION MW.0027/18 TO VARY
THE APPROVED RESTORATION SCHEME AND TIMESCALE FOR COMPLETION**

PLANNING STATEMENT

March 2021

CLIENT C D Brooks & Partners

PROJECT Castle Barn Quarry

REPORT TITLE Planning Statement

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REPORT REVISIONS

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P3	30.03.2021	FINAL	AC	DP

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- 1. Drawing N^o. 2307/S73/2B Approved Restoration Scheme**
- 2. Drawing N^o. 2307/S73/4 Approved Traffic Routing Plan**
- 3. Approved Routeing Agreement**

1. INTRODUCTION

- 1.1 The following statement has been prepared on behalf of the C D Brooks & Partners ('the applicant') and in respect two planning applications submitted to Oxfordshire County Council as Waste Planning Authority (WPA). The submissions relate to the operations at Castle Barn Quarry, Sarsden and comprise: (1) a full application to allow for the import of locally sourced inert material for use as restoration fill and (2) a Section 73 planning application to vary conditions 1, 2, 8 and 26 of planning permission MW.0027/18 to facilitate an extension of time to site operations, amend traffic routing and revise the approved restoration scheme for the quarry.
- 1.2 Through these submissions, the applicant seeks consent to allow for the importation of inert material for use as a restoration fill in order to restore the quarry to pre-extraction levels. The material would be sourced from development projects within Oxfordshire, transported to Castle Barn Quarry within established daily HGV movements and used to re-engineer the site profile and final restoration landform.
- 1.3 In accordance with condition 1 of Planning permission MW.0027/18, mineral extraction ceased by 31 December 2020. The condition also requires that site restoration is achieved by 30 June 2021. These planning applications do not seek to extend mineral extraction operations. However, to facilitate sufficient time to import the required volume of inert material, an extension of time to 31 December 2024 is requested to allow for restoration of the site back to pre-extraction levels. The proposed restoration scheme is illustrated by accompanying Drawing N^o. 2948-5-1-DR-0001.
- 1.4 The Statement covers the following sections:
- Section 2 describes the site, its surroundings and provides a review of relevant planning history;
 - Section 3 provide explanation of the development proposals;
 - Section 4 explores relevant planning policy at both national and local level;
 - Section 5 assesses the development proposals against relevant policy; and
 - Section 6 provides the overall summary and conclusions.
- 1.5 This Statement is accompanied by a Hydrogeological and Hydrological Assessment and Flood Risk Assessment prepared by GWP Consultants LLP and a Transport Statement, prepared by Eddisons.
- 1.6 This Statement demonstrates that the planning application proposals are in full accordance with relevant planning policy at both the national and local level and should therefore be approved.

2. SITE DESCRIPTION AND PLANNING HISTORY

- 2.1 Castle Barn Quarry covers an area of 3.35 ha and is located approximately 4km south of Chipping Norton. Currently access to the site is provided via a private road, a short distance from the A361. The site is surrounded by agricultural land.
- 2.2 The overall quarry site comprises two modest rectangular areas of land which are bisected by the private access road. Extraction of the northern section of the site is now complete and is undergoing aftercare. Extraction within the operational southern section has all but completed (the application site). After lying dormant for a period of time, working at the quarry recommenced in July 2016 following the approval of planning permission MW.0071/16 (described below).
- 2.3 The closest residential property comprises the landowner's residence some 380 metres to the south-west of the quarry.
- 2.4 The application site is positioned within the Cotswold Area of Outstanding Natural Beauty (AONB).

Planning History

- 2.5 Planning permission for the extraction of limestone was first granted at Castle Barn Quarry under planning application W97/1530¹.
- 2.6 In July 2003, planning permission² was granted for an extension to the quarry. The permission allowed for a temporary 12 month period of crushing and export of stone. In February 2005, planning permission³ was granted for a variation to this consent to enable works to continue without compliance to condition 29 (relating to the transportation of large stone blocks).
- 2.7 In November 2015⁴, planning permission was granted to enable the continuation of development at the quarry without compliance to conditions 2 (approved plans), 3 (extraction restricted to walling stone and building blocks) and 25 (restriction on stone leaving the site) of planning permission 04/0361/P/CM. The application principally allowed for the crushing and export of 72,000 tonnes of stone over a temporary 12 month period to assist in clearing the site of waste material. As part of this application, a Routeing Agreement was completed between the applicant and Oxfordshire County Council. The agreement seeks to ensure that all vehicle movements associated with transporting crushed aggregate follows a designated route between the quarry and the A361.
- 2.8 A further Section 73 application⁵ followed to remove condition 10 of the November 2015 consent. Condition 10 required the construction of passing bays on the adjacent highway prior to any works commencing on site. Through the submission of a Transport Statement, which was informed by a traffic survey, the application was able to demonstrate that there was limited justification or need for the passing bays. The application was approved on 29 July 2016.
- 2.9 In December 2016, a Non-Material Amendment application⁶ was submitted to regularise minor working arrangements at the working. The application allowed for container units (for storage and welfare facilities) and the use of mobile plant and machinery on the site. The application was

¹ Application reference W97/1530. Approved 23 September 1999.

² Application reference W2003/0953. Approved 31 July 2003.

³ Application reference 04/0361/P/CM. Approved 2 February 2005.

⁴ Application reference MW.0109/14. Approved 13 November 2015.

⁵ Application reference MW.0071/16. Approved 29 July 2016.

⁶ Application reference MW.0003/17. Approved 1 March 2017.

approved in March 2017. In June 2017, a section 73 application⁷ was approved to enable continuation of crushing and export of stone up to 31 December 2020 (the end date for quarry working).

- 2.10 In September 2018, planning permission was granted under Section 73 to enable the transportation of large stone block by HGVs. This superseded a previous restriction allowing transportation of block by tractor and trailer only. This permission is the subject to the variation of conditions sought by this planning application.

⁷ Application reference MW.0031/17. Approved 21 June 2017.

3. PROPOSED DEVELOPMENT

- 3.1 This Statement has been prepared on behalf of C D Brooks & Partners and accompanies planning applications for development at Castle Barn Quarry, Sarsden, Oxfordshire. The submissions comprise a full application and a parallel proposal submitted under Section 73 of the Town and Country Planning Act 1990. The purpose of these submissions is three-fold and aims to achieve consent for the following:
1. Facilitate the import of inert material as a restoration fill;
 2. Extend the timescale for delivery of site restoration to 31 December 2024; and,
 3. Amend the approved restoration scheme.
- 3.2 Permission to allow for the importation of inert material is proposed via a full planning application. Revisions to the permitted site timescales, controls relating to HGV movements and the approved restoration scheme are subject of a parallel section 73 application seeking planning permission to vary conditions 1, 2, 8 and 26 of planning permission MW.0027/18.
- 3.3 In due course (and pending positive progress of this development proposal) the applicant will also seek variation of the approved Routeing Agreement, dated 11 November 2015. A copy of the approved Routeing Agreement is provided at Appendix 3. Under consented arrangements, HGVs movements are required to follow the route illustrated on accompanying Drawing N^o. 2307/S73/4 (see Appendix 2).
- 3.4 Through implementation of junction improvements and introduction of a passing place, the development proposal seeks to revise the approved route of HGVs accessing the site and/or A361. Further details regarding the route and highway improvements proposals are included within the accompanying Transport Statement. Accompanying Drawing N^o. 2948-5-1-DR-0002 illustrates out the proposed route.

Import of Inert Material

- 3.5 A full planning application is submitted to allow for the importation of locally sourced inert material as restoration fill. Owing to the position of the quarry within the Cotswolds AONB, it is considered that the reinstatement of the quarry void to pre-extraction levels represents a beneficial restoration proposal and would enable the site to better assimilate into the wider valued landscape when compared to consented arrangements (attached at Appendix 1).
- 3.6 It is estimated that a total of 118,000m³ inert material would be required to fill the quarry void (with the exception of the retained geological feature in the south-west corner) and return the site to pre-extraction levels. The fill material would be sourced entirely within Oxfordshire.

Variation of Conditions

- 3.7 Parallel to the full application, a section 73 application is submitted seeking variations to conditions 1, 2, 8 and 26 of planning permission MW.0027/18. Condition 1 states:

“The winning and working of minerals hereby permitted shall cease on or before the 31st December 2020 and the site shall be restored in accordance with approved plan ‘S73 Restoration Proposals’ (2307/S73/2B) and the conditions of this permission no later than 30th June 2021.”

- 3.8 The application seeks to vary condition 1 to (1) supersede approved restoration Drawing N^o. 2307/S73/2B with accompanying Drawing N^o. 2948-5-1-DR-0001, and (2) extend the completion date for restoration to 31 December 2024. Under consented arrangements, restoration of the site is to be achieved by 30 June 2021. It is anticipated that the proposed volume of fill and site restoration could be achieved earlier than 31 December 2024, however the proposed three year extension is sought to allow for flexibility and variance in the development market.
- 3.9 Condition 2 sets out the approved plans and documents, the particulars of which combine to detail the approved working and restoration of Castle Barn Quarry. The condition includes the approved restoration drawing (referenced above), for which a variation is sought as well as an approved Routing Plan (Drawing N^o. 2307/S73/4) which is proposed to be superseded by accompanying Drawing N^o. 2948-5-1-DR-0002. These approved plans are provided at Appendix 2 and 3 respectively.
- 3.10 Condition 8 states:
- “No aggregates or waste shall be imported to the site for any purpose whatsoever.”*
- 3.11 Subject to the approval of full planning application to allow the importation of inert material, condition 8 would need to be deleted or varied to ensure there is no conflict between the two permissions. Further discussion on the appropriate action on condition 8 can be had during consideration of these applications.
- 3.12 Condition 26 states:
- “HGV movements relating to crushed stone activities and the transportation of large stone blocks to and from the site shall not exceed a maximum of 58 per day, split as 44 movements relating to ... crushed stone and 14 relating to large stone block. All movements shall be made only in accordance with Plan A of the Routeing Agreement, dated 11 November 2015.”*
- 3.13 The application does not seek any increase of long-established daily two-way HGV movements, totalling 58 as described by condition 26. It is therefore proposed that condition 26 is amended to account for the import of inert material to site within the established 58 daily two-way movements.

Revised Restoration

- 3.14 In restoring the site to pre-extraction levels, the application presents an opportunity to enhance the consented restoration scheme for the quarry. Save for the retained quarry faces (and in particular a geological feature in the south-west corner of the site), the approved restoration scheme returns the site to an almost entirely agricultural afteruse.
- 3.15 The revised restoration proposal is illustrated by accompanying Drawing N^o. 2948-5-1-DR-0001. While much of the proposed scheme aims to tie the afteruse into the adjacent agricultural use, notable enhancements are proposed through inclusion of a grassland scrub mosaic, woodland planting and non-cultivated field margins. A planting schedule is included with the accompanying proposed restoration plan.
- 3.16 The restoration proposal has taken account of consultation responses to now-withdrawn planning application MW.0125/20. In particular, measures have now been introduced to mitigate potential for agricultural run-off conflicting with the water features and adjacent habitat.

- 3.17 The water features are included as surface water capture and infiltration drainage schemes to mitigate surface water runoff. These measures are described in detail within the accompanying Hydrogeological and Hydrological Impact and Flood Risk Assessment, prepared by GWP Consultants.
- 3.18 An engineered profile adjacent to the retained geological feature will provide safe access for users.

4. PLANNING POLICY

- 4.1 The following section outlines national and local planning policy relevant to the proposed development.

National Planning Policy Framework

- 4.2 The National Planning Policy Framework ('the Framework') came into force in March 2012. It is the overarching planning policy document for England including mineral extraction.
- 4.3 The Framework includes a presumption in favour of sustainable development. Planning law requires that development which accords with an up to date local plan should be approved without delay. Development that conflicts with the plan should be refused, unless other material considerations indicate otherwise. The Framework adds to this by indicating that if the local plan is out of date or indeterminate, permission should be granted for a development, unless the harm would outweigh the benefits.
- 4.4 It is widely recognised that construction aggregates are needed for economic growth and that their continued provision is a vital component of sustainable development. This is reflected in paragraph 142 of the Framework which states that:

"Minerals are essential to support sustainable economic growth and our quality of life. It is therefore important that there is a sufficient supply of material to provide the infrastructure, buildings, energy and goods that the country needs. However, since minerals are a finite natural resource and can only be worked where they are found, it is important to make best use of them to secure their long-term conservation."

- 4.5 Paragraph 144 identifies matters to be considered in the determination of planning applications, and most notably requires that local planning authorities give great weight to the benefits of the mineral extraction, including to the economy.

Oxfordshire Minerals and Waste Local Plan

- 4.6 The Oxfordshire Minerals and Waste Local Plan was adopted in September 2017. The Plan sets out the vision, objectives, spatial planning strategy and policies for meeting development requirements for the supply of minerals and the management of waste in Oxfordshire over the period to 2031. The following policies are considered relevant to the development proposals.
- 4.7 Policy M2 outlines provisions for aggregate working over the plan period. The principal locations for aggregate working are detailed within Policy M3. Policy M4 lists criteria for demonstrating acceptable aggregate mineral sites.
- 4.8 Policy M7 relates to non-aggregate mineral working. With regard to building stone quarries, the policy outlines for assessment for new or extensions to existing quarries.
- 4.9 Policy C1 sets out sustainable development requirements. The policy reiterates the presumption in favour of sustainable development contained within the National Planning Policy Framework. In accordance with the Framework requirements, Policy C1 states that planning applications which accord with the development plan will be approved, unless material considerations indicate otherwise.

- 4.10 Policy C2 relates to climate change. The policy requires that proposals take account of climate change for the lifetime of the development and should adopt a low carbon approach to minimise greenhouse gas emissions.
- 4.11 Policies C3 and C4 relate to flooding and water environment. Policy C3 seeks to ensure that mineral and waste development take place, wherever possible, in areas with the lowest probability of flooding. Policy C4 requires that mineral and waste developments demonstrate that there would be no unacceptable adverse impacts upon surface and groundwater resources.
- 4.12 Policy C5 seeks to protect the local environment, amenity and economy. The policy requires that minerals development demonstrate that the proposal will not result in any unacceptable adverse impact upon the local environment, human health and safety, residential amenity and sensitive receptors, and the local economy.
- 4.13 Policy C8 concerns landscape. The policy requires that minerals and waste development demonstrate that they respect and where possible enhance local landscape character. Reiterating the National Planning Policy Framework, Policy C8 affords 'great weight' to conserving the landscape and scenic beauty of AONBs.
- 4.14 Policy C10 relates to transport. The proposal states that mineral development proposals will be expected to make provision for safe and suitable access to the advisory lorry routes shown on the Oxfordshire Lorry Route Maps in ways that maintain and, if possible, lead to improvements in:
- the safety of all road users including pedestrians;
 - the efficiency and quality of the road network; and
 - residential and environmental amenity, including air quality.
- 4.15 The policy goes on to state that mineral workings should as far as practicable be in locations that minimise the road distance to locations of demand for the mineral, using roads suitable for lorries. Proposals for minerals development that would generate significant amounts of traffic will be expected to be supported by a transport assessment or transport statement, as appropriate, including mitigation measures where applicable.

Cotswolds Area of Outstanding Natural Beauty Management Plan

- 4.16 The Cotswolds AONB Management Plan is a statutory plan which sets out the vision, outcomes and policies for the management of the AONB for the period 2018 - 2031. The plan has prepared by the Cotswold Conservation Board and is a material consideration in the determination of development proposals within the AONB.
- 4.17 Policy CE1 relates to landscape. The policy states that proposals that are likely to impact on, or create change in, the landscape of the Cotswolds AONB, should have regard to, be compatible with and reinforce the landscape character of the location, as described by the Cotswolds Conservation Board's Landscape Character Assessment and Landscape Strategy and Guidelines.
- 4.18 Furthermore, proposals that are likely to impact on, or create change in, the landscape of the Cotswolds AONB, should have regard to the scenic quality of the location and its setting and ensure that views, including those into and out of the AONB, and visual amenity are conserved and enhanced.
- 4.19 Policy CE4 relates to tranquility. The policy states that proposals that are likely to impact on the tranquillity of the Cotswolds AONB should have regard to this tranquillity by seeking to avoid and minimise noise pollution and other aural and visual disturbance.

- 4.20 Policy CE10 relates to transport. The policy seeks to ensure that transport related development within the AONB complies with national planning policy and guidance. The policy also requires that such development is compatible with the: (i) Cotswolds AONB Landscape Strategy and Guidelines; (ii) Cotswolds AONB Landscape Character Assessment; (iii) Cotswolds AONB Local Distinctiveness and Landscape Change; (iv) Cotswolds Conservation Board Position Statements.

5. PLANNING ASSESSMENT

- 5.1 The following section provides an assessment of the proposed development against the planning policy detailed in the previous chapter.

Principle of Development

- 5.2 The fundamental purpose of this development proposal is to achieve a revised restoration scheme through the importation of locally sourced inert material. To facilitate the proposals, an extension of time to deliver the revised restoration scheme is requested to 31 December 2024.
- 5.3 The import of a restoration material would introduce a new aspect of development to the quarry. However the fill material would be sourced from within Oxfordshire and imported within consented and established HGV arrangements.
- 5.4 Through backfill of the quarry void, the development presents an opportunity to deliver enhancements on the consented restoration scheme. This can be achieved through better integration of the restored landform into the wider landscape character and enhancement of biodiversity gains.
- 5.5 A minor variation of the approved highway arrangements is sought, facilitated by enhancement to the A361 and inclusion of a passing place.
- 5.6 The proposed development is, to all intents and purposes, a request to extend continuity of established site operations for a short-term duration of 3.5 years. To this end, the principle of the development is well established and therefore deemed to be acceptable.

Water Environment

- 5.7 A Hydrogeological and Hydrological Assessment and Flood Risk Assessment has been prepared by GWP Consultants and accompanies this submission. The purpose of the assessment is to identify and evaluate potential impacts associated with the proposed development on groundwater and surface water regimes.
- 5.8 Baseline hydrological and hydrogeological conditions have been determined based on publicly available information and site-specific geological information.
- 5.9 Based on publicly available EA flood risk maps the assessment identifies no risk of fluvial or pluvial flooding. No groundwater flood risk has been identified based on site ground investigation, regional geological structure and the likely recharge inflows to the aquifer up-dip of the site.
- 5.10 Assessment of potential impacts upon the surrounding surface water and groundwater environment has been undertaken based upon the proposal to backfill the quarry void using imported low permeability, naturally occurring strata material and site derived soils. The assessment identifies potential for an increase in off-site runoff flood risk but no groundwater related impact.
- 5.11 As a result, a surface water drainage scheme has been developed to ensure the potential impacts to the surrounding environment of increased surface water runoff are fully mitigated. A scheme had been developed which has the added benefit of increasing groundwater infiltration.
- 5.12 Based on the findings of the assessment work, it is demonstrated that the proposed restoration scheme will not increase risk of flooding (from any source) within and around the Site and that it will have no detrimental impact on groundwater or surface water flows. On this basis, the

proposed development is shown to accord with Policies C3 and C4 of the Minerals and Waste Local Plan.

Transport

- 5.13 The application is accompanied by a Transport Statement, prepared by Eddisons. The Statement sets information on the traffic aspects of the development proposals, in particular the measures to enhance existing highway infrastructure to facilitate revisions to the approved routeing for HGVs.
- 5.14 It is anticipated that the HGV movements generated by the importation of fill material will not exceed the established levels set out by condition 26 of planning permission MW.0027/18. Owing to the cessation of mineral operations at the end of 2020, the proposed scheme therefore represents continuity of well-established HGV movements.
- 5.15 To facilitate a revised route in HGVs accessing/egressing the quarry and A361, enhancements are proposed to the local highway network in the form of junction improvement and implementation of a passing place.
- 5.16 The accompanying Transport Statement concludes that:
- The proposals will provide a safer and improved HGV access strategy in the area.
 - The proposals will improve the junction of the 'north-south' lane with the A361.
 - The proposals will provide a formal passing place for HGVs and indeed all vehicles that travel along Quarry Lane.
 - The proposals will generate minimal levels of additional HGV traffic.
- 5.17 Owing to continuity of permitted and established HGV movements via the site, the known and local source of the proposed fill material and the ability to provide a suitable and safe route between the two quarries, it is not considered the proposed development presents any detriment to the surrounding highway network. On this basis, the proposed development is considered to accord with Policy C10 of the Minerals and Waste Local Plan.

Landscape

- 5.18 Castle Barn Quarry is situated within the Cotswold Area of Outstanding Natural Beauty. Accordingly, due consideration should be given to potential adverse effects upon the special qualities and characteristics for which the area is designated.
- 5.19 Potential adverse effects on landscape and AONB characteristics could result from HGV movements and revisions to the consented restoration scheme for the quarry. With regard to HGVs, the proposed development does not seek to increase the established maximum of 58 movements per day. Owing to the fact that the development seeks only continuity of an established level of movement for a further two years, it is not considered that this aspect of the development can reasonably be considered to present any adverse effects on landscape or AONB grounds.
- 5.20 Fill material would be used to return the land to pre-extraction levels, save for the geological feature as described. This presents an opportunity to better assimilate the restored site into the wider landscape when compared to consented arrangements. Enhancement opportunities are also presented through the revised restoration proposal, as reflected through proposed woodland planting, non-cultivated field margins and creation of a profiled safe access to the geological faces. In this regard, the revised restoration proposal can only be considered an enhancement on consented arrangements. This can be achieved within a short timeframe, using continuity of existing HGV movement. On this basis, there can be no reasonable suggestion that the proposed

development presents any material threat to the special qualities or characteristics of the Cotswold AONB.

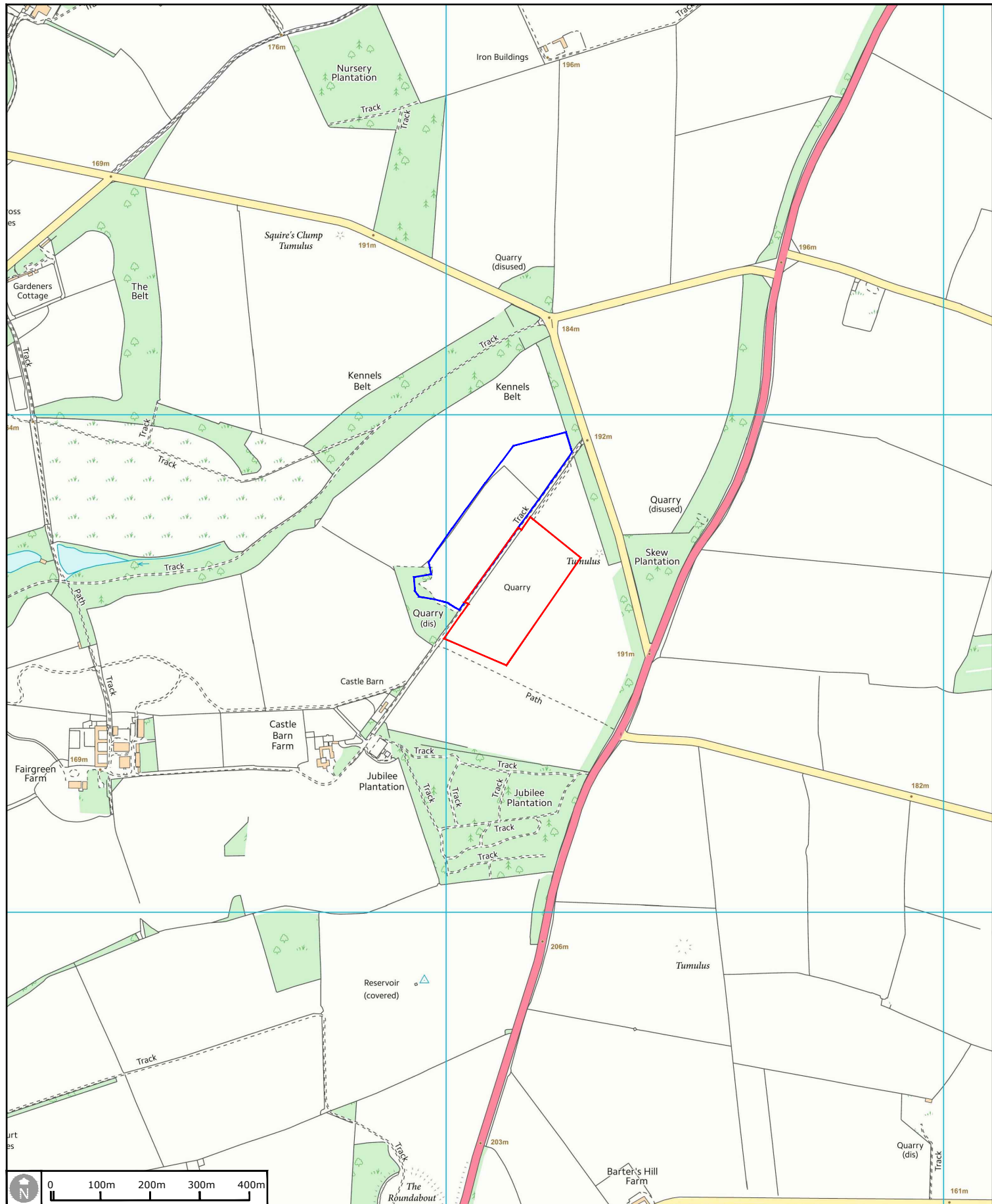
- 5.21 The development is therefore considered to accord with the provisions of the Cotswold AONB Management Plan and Policy C8 of the Minerals and Waste Local Plan.

Climate Change

- 5.22 Policy C2 concerns to climate change. The retention of HGV movements for a further three year period could be considered to present adverse effects to climate change. However, the proposed inert material, derived from consented development schemes and requiring disposal off-site, would be locally sourced from within Oxfordshire.
- 5.23 On this basis, the proposed development is not considered to present any new risks to the challenge of climate change that have not already been considered acceptable through the issuing of consent at Great Tew Quarry. The application is therefore consistent with Policy C2 of the Minerals and Waste Local Plan.

6. SUMMARY AND CONCLUSIONS

- 6.1 This statement has been prepared on behalf of C D Brooks & Partners and accompanies two planning applications submitted to Oxfordshire County Council as Waste Planning Authority. The submissions relate to operations at Castle Barn Quarry, Sarsden and comprise: (1) a full application to allow for the import of inert material for use as restoration fill and (2) a Section 73 planning application to vary conditions 1, 2, 8 and 26 of planning permission MW.0027/18 to facilitate an extension of time to site operations, amend traffic routing and revise the approved restoration scheme.
- 6.2 The applicant seeks consent to allow for the importation of locally sourced inert material for use as restoration fill and return the quarry void back to pre-extraction levels. An extension of time by 3.5 years is sought to enable delivery of the proposed restoration scheme. To facilitate revisions to approved traffic routing requirements, the scheme proposes measures to enhance to the local highway network.
- 6.3 The proposed restoration landform is considered to present an enhancement on consented arrangements and provides an opportunity to provide long term benefits to landscape (AONB) character and biodiversity gains.
- 6.4 This Statement has demonstrated that the development proposals are consistent with both national and local planning policy and would not result in any adverse impact to the surrounding highway network or residential amenity. On this basis, and in accordance with the Framework, it is kindly requested that the planning applications are approved without delay.



- KEY**
- BOUNDARY: APPLICATION SITE**
 - BOUNDARY: OTHER LAND UNDER THE CONTROL OF THE APPLICANT**

Drawing Revision				
Rev.	Date	Description	Drawn	Checked
P1	28/03/2018	First draft issued to client.	JL	AC

Client
C D BROOKS & PARTNERS

Project
CASTLE BARN QUARRY

Drawing Title
S73 - SITE LOCATION PLAN

Scale 1:10000	Sheet Size A4	Date MAR 2021
Client Ref. -	Drawing Ref. 2948-4-2	Drawing No. DR-0001
Status S4-P1		

Status
PLANNING

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Z:\2948 Castle Barn Quarry\2948-5-1 PRELIMINARY WIP\2948-5-1 Proposed Restoration.dwg

PLANTING SCHEDULE

EDGE MIX

Species	%	Height	Age
Acer campestre	05	45-60cm	1+1
Corylus avellana	20	45-60cm	1+1
Crataegus monogyna	30	45-60cm	1+1
Euonymus eupaeus	20	45-60cm	1+1
Prunus spinosa	15	45-60cm	1+1
Rhamnus cathartica	10	45-60cm	1+1

To be planted in 3 rows on a 1.5 x 1.5m grid in random groups of 6-12 of the same species with staked 60cm tree shelters / shrub shelters as appropriate. Planting to be established on eastern and southern margins of proposed woodland adjacent to reinstated field.

WOODLAND MIX

Species	%	Height	Age
Acer campestre	10	60-90cm	1+1
Carpinus betulus	10	60-90cm	1+1
Corylus avellana	10	60-90cm	1+1
Fagus sylvatica	30	60-90cm	1+2
Quercus robur	40	60-90cm	1+1

To be planted on a 3 x 3m grid in random groups of 9- 15 of the same species, with 75cm tree shelters.

PONDS

Proposed ponds to be established in areas of conservation grassland. 25% of the perimeter of each waterbody to be planted to a width of c. 1m. The margins will be planted as outlined below:

Proposed Aquatic Margin Planting

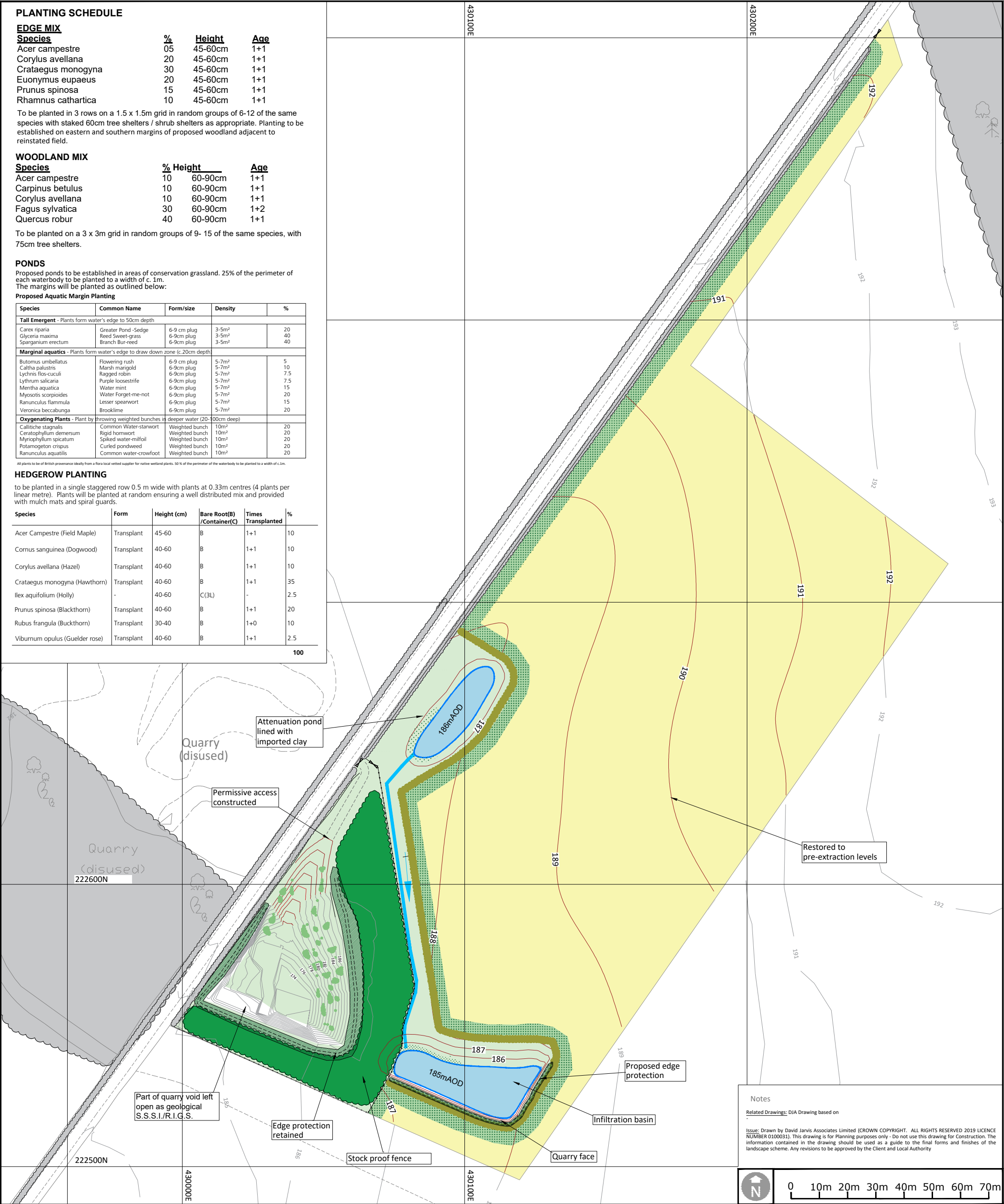
Species	Common Name	Form/size	Density	%
Tall Emergent - Plants form water's edge to 50cm depth				
Carex riparia	Greater Pond -Sedge	6-9 cm plug	3-5m ²	20
Glyceria maxima	Reed Sweet-grass	6-9cm plug	3-5m ²	40
Sparganium erectum	Branch Bur-reed	6-9cm plug	3-5m ²	40
Marginal aquatics - Plants form water's edge to draw down zone (c.20cm depth)				
Butomus umbellatus	Flowering rush	6-9 cm plug	5-7m ²	5
Caltha palustris	Marsh marigold	6-9cm plug	5-7m ²	10
Lychnis flos-cuculi	Ragged robin	6-9cm plug	5-7m ²	7.5
Lythrum salicaria	Purple loosestrife	6-9cm plug	5-7m ²	7.5
Mentha aquatica	Water mint	6-9cm plug	5-7m ²	15
Myosotis scorpioides	Water Forget-me-not	6-9cm plug	5-7m ²	20
Ranunculus flammula	Lesser spearwort	6-9cm plug	5-7m ²	15
Veronica beccabunga	Brooklime	6-9cm plug	5-7m ²	20
Oxygenating Plants - Plant by throwing weighted bunches in deeper water (20-100cm deep)				
Callitriche stagnalis	Common Water-starwort	Weighted bunch	10m ²	20
Ceratophyllum demersum	Rigid hornwort	Weighted bunch	10m ²	20
Myriophyllum spicatum	Spiked water-milfoil	Weighted bunch	10m ²	20
Potamogeton crispus	Curled pondweed	Weighted bunch	10m ²	20
Ranunculus aquatilis	Common water-crowfoot	Weighted bunch	10m ²	20

All plants to be of British provenance ideally from a flora local vetted supplier for native wetland plants. 50 % of the perimeter of the waterbody to be planted to a width of c. 2m.

HEDGEROW PLANTING

to be planted in a single staggered row 0.5 m wide with plants at 0.33m centres (4 plants per linear metre). Plants will be planted at random ensuring a well distributed mix and provided with mulch mats and spiral guards.

Species	Form	Height (cm)	Bare Root(B) /Container(C)	Times Transplanted	%
Acer Campestre (Field Maple)	Transplant	45-60	B	1+1	10
Cornus sanguinea (Dogwood)	Transplant	40-60	B	1+1	10
Corylus avellana (Hazel)	Transplant	40-60	B	1+1	10
Crataegus monogyna (Hawthorn)	Transplant	40-60	B	1+1	35
Ilex aquifolium (Holly)	-	40-60	C(3L)	-	2.5
Prunus spinosa (Blackthorn)	Transplant	40-60	B	1+1	20
Rubus frangula (Buckthorn)	Transplant	30-40	B	1+0	10
Viburnum opulus (Guelder rose)	Transplant	40-60	B	1+1	2.5
					100



Notes
Related Drawings: DIA Drawing based on

Issue: Drawn by David Jarvis Associates Limited (CROWN COPYRIGHT. ALL RIGHTS RESERVED 2019 LICENCE NUMBER 0100031). This drawing is for Planning purposes only - Do not use this drawing for Construction. The information contained in the drawing should be used as a guide to the final forms and finishes of the landscape scheme. Any revisions to be approved by the Client and Local Authority

KEY

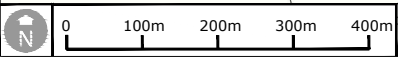
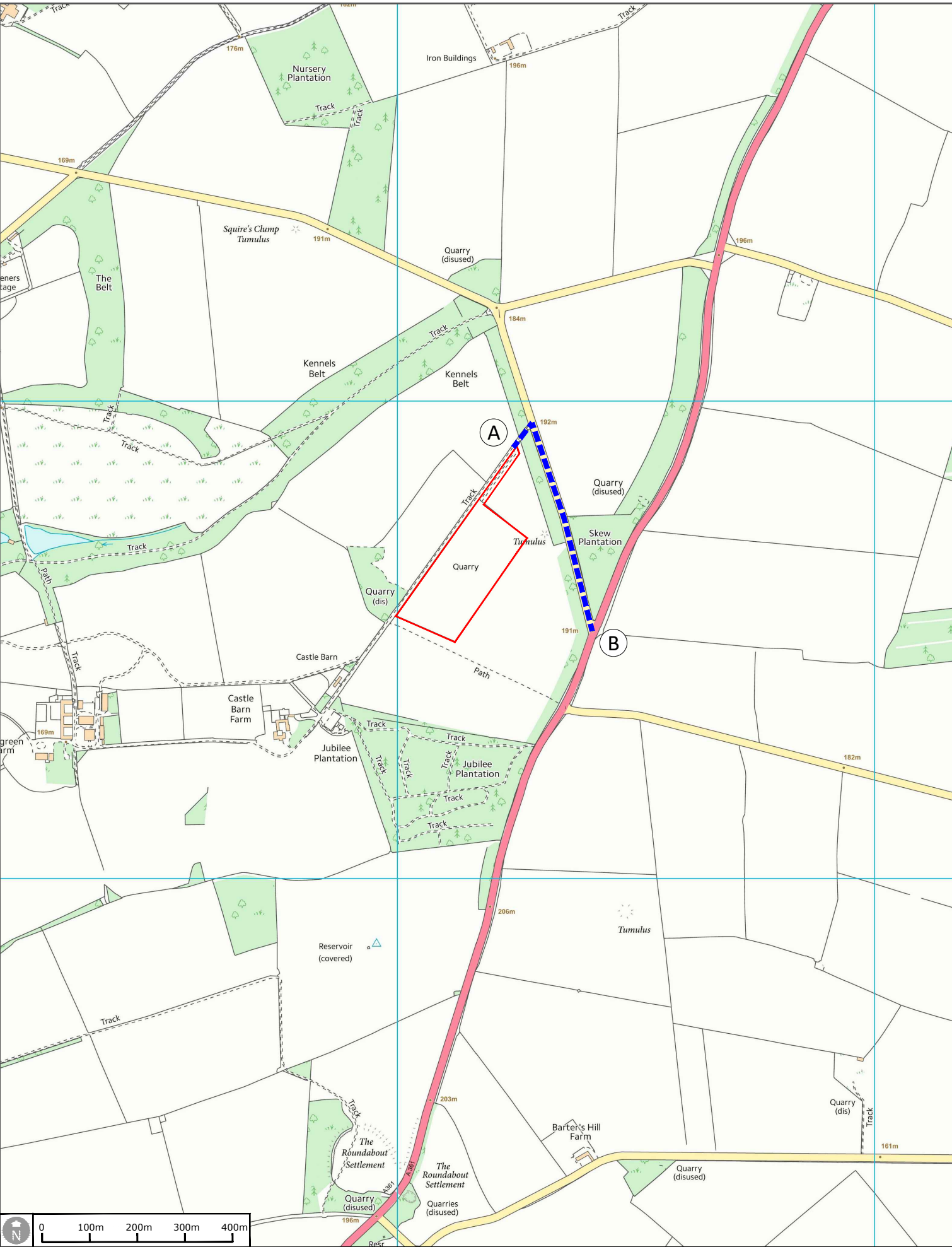
Existing contours (1m intervals)	Restored to agricultural land	Existing vegetation	Edge protection	Marginal planting	Proposed Fence (1.2m high)
Proposed contours (1m intervals)	Restored to grassland scrub mosaic	Proposed woodland	Non-cultivated Field margin	Proposed hedgerow	Proposed Gate

Drawing Revision	Client C D BROOKES & PARTNERS	Drawing Title REVISED PROPOSED RESTORATION TO PRE-EXTRACTION LEVELS	Status FINAL
Project CASTLE BARN QUARRY	Scale 1:1,250	Sheet Size A3	Date MAR 2021
	Client Ref. -	Drawing Ref. 2948-5-1	Drawing No. DR-0001
			Status S4-P3

DAVID JARVIS ASSOCIATES LIMITED
1 Tennyson Street Swindon Wiltshire SN1 5DT
t: 01793 612173
e: mail@davidjarvis.biz
w: www.davidjarvis.biz

Z:\2948 Castle Barn Quarry 2948 S-DESIGN\2948 S-1 PRELIMINARY WIP\2307-2-DR-0002-S4-P1 S73 Traffic Routing Plan.dwg

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Drawing Revision		Client		Drawing Title		Status	
		C D BROOKS & PARTNERS		S73 - TRAFFIC ROUTING PLAN		DRAFT	
Project		Scale		Sheet Size		Date	
CASTLE BARN QUARRY		1:10,000		A4		30/03/2021	
Client Ref.	Drawing Ref.	Version		Drawing No.		Version	
-	2948-S-1	DR-0002		S4-P1			

DAVID JARVIS ASSOCIATES LIMITED

1 Tennington Street Swindon Wiltshire SN1 5DT

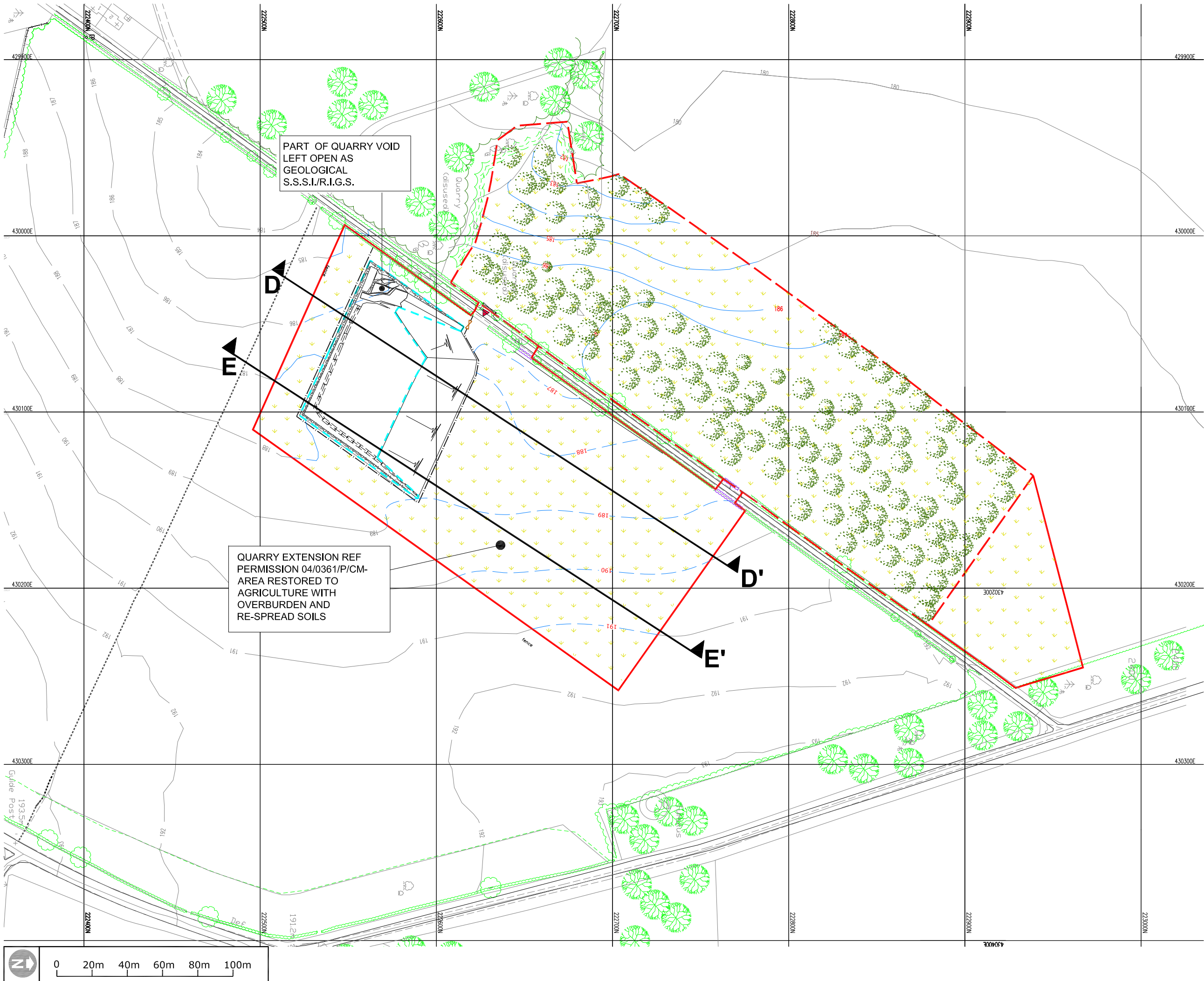
t: 01753 632773

e: mail@djavidjavis.biz

w: www.davidjavis.biz

Appendix 1

Drawing N^o. 2307/S73/2B Approved Restoration Scheme



KEY:

- QUARRY EXTENSION PERMISSION BOUNDARY
- CURRENT CONSENTED SITE BOUNDARY
- EXISTING TREES
- EXISTING HEDGE (RETAINED)
- EXISTING HEDGE (REMOVED AND RE-INSTATED ON COMPLETION)
- INDIVIDUAL TREE PLANTING
- BOUNDARY OF PROPOSED R.I.G.S./GEOLOGICAL S.S.S.I.
- POST AND 3-RAIL FENCE & GATE
- EXISTING CONTOURS
- SECTION LOCATION

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Rev:	Date:	Description:
A	28/07/14	Restoration proposals updated
B	09/02/15	Restoration proposals updated

DAVID JARVIS ASSOCIATES
planning development landscape environment

DAVID JARVIS ASSOCIATES LIMITED
1 Tennyson Street Swindon Wiltshire SN1 5DT
Tel: 01793 612173 Fax: 01793 613625
Email: mail@davidjarvis.biz

Client
DOWNE STONE LLP

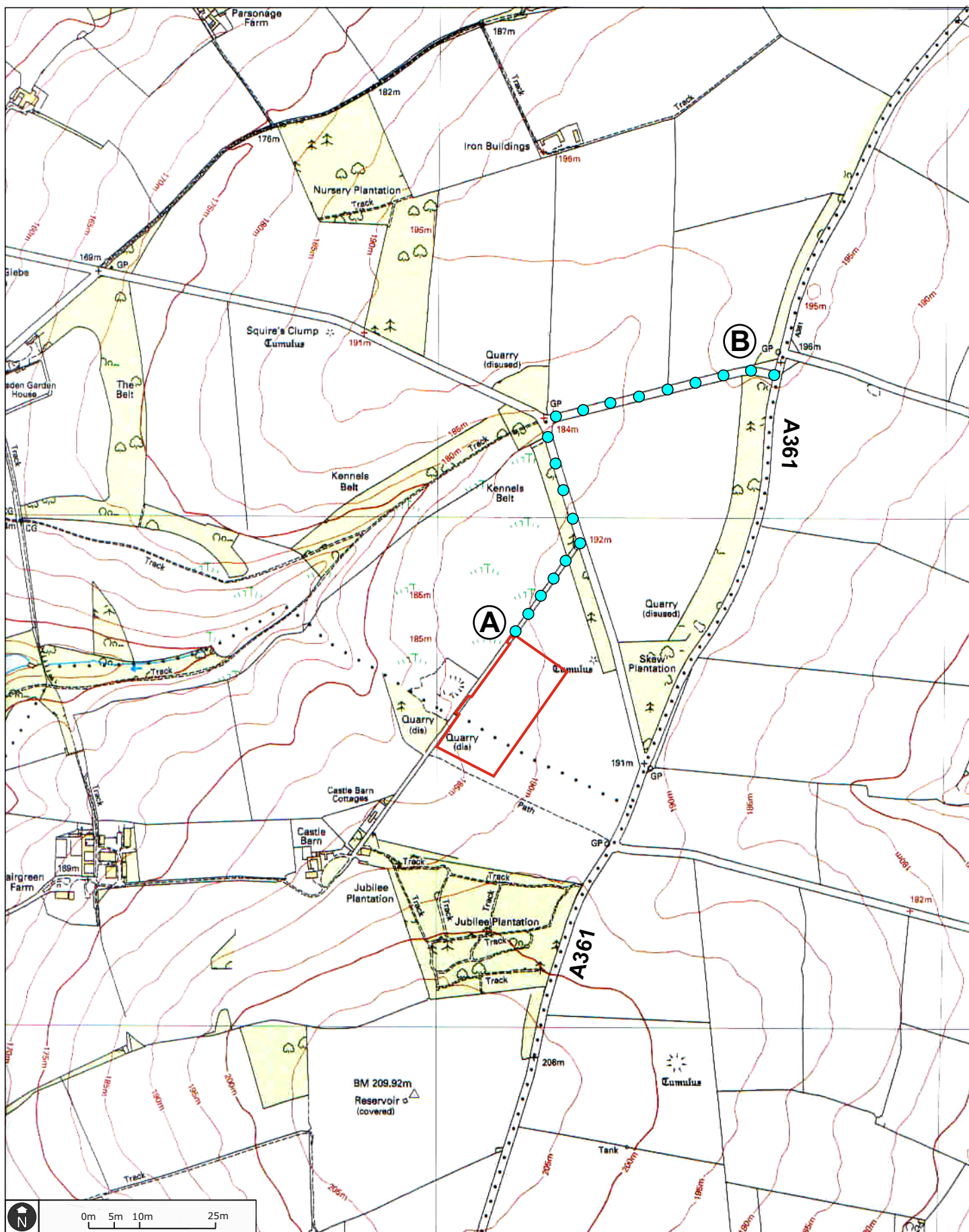
Project
CASTLE BARN QUARRY

Drawing Title
S73 RESTORATION PROPOSALS

Scale 1:2000 AT A3	Date JULY 2014
Drawing No. 2307/S73/2	Revision B

Appendix 2

Drawing N^o. 2307/S73/4 Approved Traffic Routing Plan



Client
DOWNE STONE LLP

Project
CASTLE BARN QUARRY

Drawing Title
S73 - TRAFFIC ROUTING PLAN

Scale
1:10000 at A4

Date
JUL 2014

Drawing No.
2307/S73/4

DAVID JARVIS ASSOCIATES
planning development landscape environment

DAVID JARVIS ASSOCIATES LIMITED
1 Tennyson Street Swindon Wiltshire SN1 5DT
Tel: 01793 612173 Fax: 01793 613625
Email: mail@davidjarvis.biz

Appendix 3

Approved Routeing Agreement

DATED 11th November 2015 2015
14:10 pm

GIANTFLOW LIMITED
JOHNSTON QUARRY GROUP LIMITED
NICHOLAS MATTHEW MIDDLEMAS JOHNSTON
T/A THE GREAT TEW FARMS PARTNERSHIP

- and -

CAROLINE DIANA BROOKS JP
CHRISTOPHER GEORGE BROOKS
CHARLES PATRICK EVELYN BROOKS
ANNABEL JOAN BROOKS

-and-

THE OXFORDSHIRE COUNTY COUNCIL

ROUTING AGREEMENT

relating to development at
Castle Farm Quarry Sarsden
Oxfordshire

Nick Graham
Chief Legal Officer and Monitoring Officer
County Solicitor
Oxfordshire County Council
County Hall
New Road
Oxford OX1 1ND

THIS AGREEMENT is made on the 11th day of November

Two Thousand and ~~1~~ Fifteen

BETWEEN:-

- (1) **THE OXFORDSHIRE COUNTY COUNCIL** ("the Council")
- (2) **CAROLINE DIANA BROOKS JP, CHRISTOPHER GEORGE BROOKS, CHARLES PATRICK EVELYN BROOKS and ANNABEL JOAN BROOKS** ("the Owner")
- (3) **GIANTFLOW LIMITED, JOHNSTON QUARRY GROUP LIMITED and NICHOLAS MATTHEW MIDDLEMAS JOHNSTON T/A THE GREAT TEW FARMS PARTNERSHIP** ("the Developer")

1. **Interpretation**

In this Agreement:-

- 1.1. "the 1980 Act" means the Highways Act 1980
- 1.2. "Approved Route" means the roads identified by solid black circles on the Routeing Plan
- 1.3. "the Council" means the said Oxfordshire County Council whose principal office is at County Hall New Road Oxford OX1 1ND and any successor to its statutory functions as highway authority or traffic authority and any duly appointed employee or agent of the Council or such successor
- 1.4. "the Developer" means the said Giantflow Limited (Company number 04055387), Johnston Quarry Group Limited (Company number 05927396) and Nicholas

Matthew Middlemas Johnston all of The Estate Office
New Road Great Tew, Chipping Norton Oxfordshire OX7
4AH

1.5. "the Development" means

1.5.1. continuation of the operations at the Site authorised
by the Existing Planning Permission but without
complying with

1.5.1.1. Condition 2 (approved plans),

1.5.1.2. for a temporary period of twelve months

from and including the date hereof Condition
3 (extraction restricted to walling stone and
building blocks) and Condition 25 (restriction
on stone leaving the site), of the Existing
Planning Permission in order to enable the
exportation of 72,000 tonnes of crushed
rock,;

1.5.2. amendments to the approved restoration scheme
on the Site further to:

1.5.2.1. the Existing Planning Permission; and

1.5.2.2. the s.73 Planning Permission; or

1.5.2.3. further to any permission which may be
granted permitting the Development subject
to conditions which differ from the conditions
of the Existing Planning Permission or s.73
Planning Permission

- 1.6. "Heavy Commercial Vehicle" means a vehicle (whether mechanically propelled or not) constructed or adapted for the carriage of goods and having a maximum laden weight exceeding seven decimal point five tonnes (7.5 tonnes) inclusive of any trailer drawn by the vehicle and includes a vehicle used for the carriage of construction plant and materials
- 1.7. "the Existing Planning Permission" means the planning permission under the reference number 04/0361/P/CM granted in February 2005 for limestone extraction and eastern extension to previously permitted limestone extraction and includes any variation of such planning permission by permission permitting continuation of the Development without complying with the conditions of the Planning Permission
- 1.8. "Implementation" means carrying out of a material operation as defined in section 56 (4) of the 1990 Act and "implement" and "implemented" shall be constructed accordingly
- 1.9. "including" means including without limitation or prejudice to the generality of any description defining term phrase or word(s) preceding that word and 'include' shall be construed accordingly
- 1.10. "Operated by" means used by or on behalf of a person whether he is the owner of the vehicle or has the use of it

under a hire-purchase or loan agreement or any other arrangements and "operates" shall be construed accordingly

- 1.11. "the Owner" means the said Caroline Diana Brooks JP of Castle Barn Churchill Oxfordshire OX7 6RA, Christopher George Brooks of 212 Forsyth Street Apartment 9/12 New York NY 10002 USA, Charles Patrick Evelyn Brooks of North Cottage Pounds farm East Garston Newbury Berkshire RG17 7HU and Annabel Joan Brooks of 52-
SOL ~~Fairgreen House, Churchill, Chipping Norton, Oxon OX7 6QZ~~
~~Chepstow Villas London W11 2QY~~ and their successors in title and assigns

- 1.12. "the s.73 Planning Application" means the application for planning permission submitted on 10th September 2014 and allocated reference number MW.0109/14 for the variation of conditions 2, 3 and 25 of the Existing Planning Permission, to reinstate a condition to allow for the installation of plant and the crushing and export of rock for a temporary period and to enhance the approved restoration scheme for the southern section of the quarry

- 1.13. "the s.73 Planning Permission" means the planning permission for the Development further to the s.73 Planning Application or other planning permission for the Development and includes any variation of such planning permission by permission permitting continuation of the

Development without complying with the conditions of the
s.73 Planning Permission

- 1.14. "Relevant Journey" means a journey undertaken in connection with either the construction of the Development or the operation of the Development either originating from the Site or one destination of which is the Site
- 1.15. "Prohibited Road" means any road in Oxfordshire shown on the Routeing Plan which is not an Approved Route
- 1.16. "the Routeing Plan" means the plan marked "Plan A" annexed to this Agreement
- 1.17. "the Site" means the land at Castle Barn Quarry, Fairgreen Farm, Sarsden Oxfordshire shown edged in red lines and red dashed lines on the Site Plan
- 1.18. "the Site Plan" means the plan marked "Plan B" annexed to this Agreement
- 1.19. Any reference to an enactment includes any amendment to or modification of it and the version of it for the time being in force shall apply
- 1.20. Headings in this Agreement are for convenience only and shall not be taken into account in its construction and interpretation
- 1.21. References to clauses sub-clauses and schedules are references to clauses sub-clauses and schedules in this Agreement
- 1.22. Where the context so requires:-

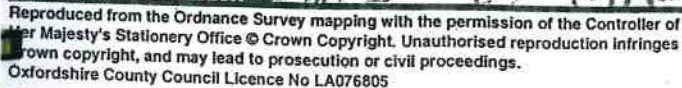
- 1.22.1.the singular includes the plural and vice versa
- 1.22.2.the masculine includes the feminine and vice versa
- 1.22.3.persons includes bodies corporate associations and partnerships and vice versa

- 1.23. Where a party comprises more than one person the obligations and liabilities of that party shall be joint and several obligations and liabilities of these persons
- 1.24. Where more than one party enters into any obligation or liability those parties are jointly and severally liable
- 1.25. Words denoting an obligation on a party to do any act matter or thing include an obligation to procure that it is done and words placing a party under a restriction include an obligation not to cause permit or allow infringement of this restriction

2. **Preliminary**

- 2.1. The Owner is the owner of the freehold of the Site subject to a lease in favour of the Developer but otherwise free from incumbrances as it hereby warrants
- 2.2. The Developer is the lessee of the part of the Site shown edged with a continuous red line on the Site Plan further to a lease of even date between the Owner and the Developer
- 2.3. For the purposes of the 1980 Act the Council is the highway authority for certain highways in the area which includes the Site

PlanChest



Dept:

- 2.4. For the purposes of the Road Traffic Regulation Act 1984 and the Traffic Management Act 2004 the Council is the traffic authority for certain highways in the area which includes the Site
- 2.5. Downe Stone LLP has submitted the s.73 Planning Application for the Development to the district planning authority
- 2.6. The district planning authority is minded to grant planning permission for the Development subject inter alia to the completion of this Agreement
- 2.7. This Agreement is made pursuant to the Council's powers under the section 1 of the Localism Act 2011 and all other enabling powers
- 2.8. The covenants in this Agreement (except that in Clause 7.1 (costs) which shall take immediate effect) shall be conditional upon the granting of planning permission for the Development
- 2.9. Provided he has complied with the provisions of sub-clauses 5.1 and 5.2 no person shall be liable for any breach of this Agreement after he has parted with the whole of his interest in the Site unless he held such an interest at the date of the breach

3. **Developer's Covenants**

The Developer covenants with the Council:-

- 3.1. not at any time to cause or permit any Heavy Commercial Vehicle operated by him/it on a Relevant Journey to pass along any part of any road in Oxfordshire which is a Prohibited Road except:-
- 3.1.1. to the extent necessary to enable any vehicle to deliver or collect goods relating to the Developer's business or businesses to or from an address or addresses on a Prohibited Road
- 3.1.2. to the extent necessary to enable the driver of any vehicle to comply with any direction given to him by a police officer or traffic warden or with any traffic sign for the time being in place prescribing the route to be taken by vehicles
- 3.2. to use his/its best endeavours to ensure that where a person other than the Developer operates a Heavy Commercial Vehicle on a Relevant Journey that person observes the requirements of sub-clause 3.1 as if that person were the Developer
- 3.3. without prejudice to sub-clauses 3.1 and 3.2 to take all reasonable steps to instruct or (in cases where the Developer may not reasonably instruct) advise his employees agents contractors suppliers and customers as to the routes to be observed by Heavy Commercial Vehicles to accord with the obligations placed upon the Developer by the said sub-clauses 3.1 and 3.2

4. **Owners' Covenants**

The Owners covenant with the Council

- 4.1. that in the event that they use the Site or any part thereof for the purposes of the Development they will comply with observe and be bound by the covenants in clause 3 as if they were the Developer
- 4.2. not to cause or permit anything which would hinder or impede in any way compliance with the covenants in clause 3

5. **Transfer etc of Site**

The Owners hereby covenant

- 5.1. not at any time to mortgage convey transfer or grant a tenancy lease or licence in respect of the Site or any part of it without first procuring that (a) a deed of covenant substantially in the form of the draft attached is entered into by the mortgagee transferee etc and (b) the Council's costs in connection with such further agreement/deed of covenant have been discharged
- 5.2. to notify the Council forthwith of any such dealing with the Site or any part of it and to supply evidence of this

6. **Council to Act Reasonably**

Where a matter falls within the Council's discretion the Council shall exercise such discretion in a reasonable and expeditious manner and shall give the Developer any requisite notice of that

decision and any other notice provided for by this Agreement without undue delay

7. **Costs**

7.1. The legal costs of the Council in connection with the preparation and completion of this Agreement shall be paid by the Developer upon completion of this Deed

7.2. The Owner will reimburse the Council in respect of all legal and administrative costs in connection with the enforcement of any of the provisions of this Deed including correspondence monitoring and site visits by or on behalf of the Council

8. **Height etc restrictions**

Nothing in this Agreement in any way modifies or overrides the obligation of drivers to comply with restrictions imposed by any competent authority as to the height width or weight of any vehicle which may use any road or section of road

9. **Third Party Rights**

This Agreement does not give rights under the Contracts (Rights of Third Parties) Act 1999 but this does not affect any rights which are available apart from that Act

10. **Notices**

Any notice or notification to be given to the Council under this Agreement shall be sent to the Director for Environment & Economy of the Council (Ref MW.0109/14) County Hall, New

Road, Oxford OX1 1ND or to such other person at such other address as the Council shall direct from time to time

11. **No Waiver**

No alteration in the terms of this Agreement nor any forbearance or forgiveness on the part of the Council in or in the extent or nature of any matter or thing concerning this Agreement shall in any way release the Developer from any liability under this Agreement

12. **No Fetter**

Nothing in this Deed shall prejudice or affect the rights powers duties and obligations of the Council in the exercise of its functions in any capacity

IN WITNESS whereof the parties have executed this Agreement as a deed the day and year first before written

THE COMMON SEAL of **THE**)

OXFORDSHIRE COUNTY COUNCIL)

was affixed to this Deed in the)

presence of:

S. Whitehead



Chief Legal Officer/
Designated Officer

SIGNED as a **DEED** by the said

CAROLINE DIANA BROOKS JP

In the presence of:

Signature of witness

Name (IN BLOCK CAPITALS)

Address

)

) *Caroline Brooks*

)

K. Franklin

KATHERINE FRANKLIN

1 WILCOTE RIDING

FINSTOCK

OXON

OX7 3BZ

SIGNED as a **DEED** by the said

CHRISTOPHER GEORGE BROOKS

In the presence of:

Signature of witness

Name (IN BLOCK CAPITALS)

Address

)

) *Chris Brooks*

)

K. Franklin

KATHERINE FRANKLIN

1 WILCOTE RIDING

FINSTOCK

OXON

OX7 3BZ

SIGNED as a **DEED** by the said)

CHARLES PATRICK EVELYN BROOKS)



In the presence of:)

Signature of witness



Name (IN BLOCK CAPITALS)

KATHERINE FRANKLIN

Address

1 WILCOTE RIDING
FINSTOCK
OXON
OX7 3BZ

SIGNED as a **DEED** by the said)

ANNABEL JOAN BROOKS)

In the presence of:)

Signature of witness

.....

Name (IN BLOCK CAPITALS)

.....

Address

.....

.....

SIGNED as a **DEED** by the said

NICHOLAS MATTHEW MIDDLEMAS

JOHNSTON

In the presence of:

Signature of witness

Name (IN BLOCK CAPITALS)

Address

)

)

)

)

.....

REBECCA ILES.....

17 Millwood End.....

Long Hanborough, Witley.....

EXECUTED as a **DEED** by

JOHNSTON QUARRY GROUP

LIMITED acting by a Director

in the presence of:-

Signature of witness

Name (IN BLOCK CAPITALS)

Address

)

)

)

.....

REBECCA ILES.....

17 Millwood End.....

Long Hanborough Witley.....

EXECUTED as a DEED by

GIANTFLOW LIMITED

acting by a Director

in the presence of:-

Signature of witness

Name (IN BLOCK CAPITALS)

Address

)..... 

)

)

.....

REBECCA ILES.....

17 Millwood End
Long Nanborough, Wilney

FORM OF DEED OF COVENANT ON A MORTGAGE OR LEGAL CHARGE

BY

(2) **THE OXFORDSHIRE COUNTY COUNCIL** of County Hall, New Road, Oxford OX1 1ND (“the Council”)

1.1 In this Deed the following expressions have the following meanings

- "Property" means the land at [] Oxfordshire being the land more particularly described in the Mortgage
- "Mortgage" means a mortgage dated [] 20[] made between [] (1) and the Covenantor (2)
- "Routeing Agreement" means a routeing agreement dated [] made between (1) [] (2) The Oxfordshire County Council a copy of which is attached
- "Obligations" means the obligations on the part of the Mortgagee (as defined in the Routeing Agreement) contained in Clause [5] of the Routeing Agreement.

- 1.2 [Reference in this Deed to the Covenantor shall include references to its successors in title and assigns to the Property or any part or parts thereof and to persons claiming through or under them]
- 1.3 Words importing one gender include other genders and the singular includes the plural and vice versa
- 1.4 Any reference to an enactment includes any amendment or modification of it and the version of it for the time being in force shall apply
- 1.5 Headings in this deed are for convenience only and shall not be taken into account in its construction and interpretation
- 1.6 References to clauses sub-clauses and schedules are references to clauses sub-clauses and schedules in this deed
- 1.7 Where the context so requires persons includes bodies corporate associations and partnerships and vice versa
- 1.8 Where a party comprises more than one person the obligations and liabilities of that party shall be joint and several obligations and liabilities of these persons
- 1.9 Where more than one party enters into any obligation or liability those parties are joint and severally liable
- 1.10 Words denoting an obligation on a party to do any act matter or thing include an obligation to procure that it is done and words placing a party under a restriction include

an obligation not to cause permit or allow infringement of this restriction.

2. **Preliminary**

- 2.1 The covenantor has a mortgage of the Property
- 2.2 This Deed is made further to the Routeing Agreement
- 2.3 For the purposes of the Highways Act 1980 the Council is the highway authority for certain highways in the area which includes the Property
- 2.4 For the purposes of the Road Traffic Regulation Act 1984 and the Traffic Management Act 2004 the Council is the traffic authority for certain highways in the area which includes the Property
- 2.5 This Deed is made pursuant to the Council's powers under the aforementioned Acts and the provisions of Section 111 of the Local Government Act 1972 and Section 2 of the Local Government Act 2000 and all other enabling powers

3. **Covenants**

The Covenantor covenants with the Council:

- 3.1 to comply with the Obligations as if all references therein to the [Mortgagee] were references to the Covenantor and all references therein to the [Site] were references to the Property;
- 3.2 Not at any time to mortgage convey transfer or grant a tenancy lease or licence in respect of the Property or any part of it without first procuring that the person to whom the

Property or any part of it is to be mortgaged conveyed transferred or leased or with whom any such tenancy agreement or licence is to be made has provided a deed of covenant to the Council in the form required by the Routeing Agreement and to notify the Council forthwith of any such dealing with the Property or any part of it

4. **Application of Provisions of the Routeing Agreement**

4.1 The Covenantor hereby agrees that the provisions of Clauses 2.8 (release of liability), 7 (costs), 8 (height restriction), 9 (third party rights), 10 (notices), 11 (no waiver) and 12 (no fetter) of the Routeing Agreement shall apply to this Deed of Covenant as if they were set out in full herein and with all references to:-

4.1.1 "[This Agreement/Deed]" being references to this
Deed
of Covenant

4.1.2 "[Developer]" being references to the Covenantor

4.1.3 "[Site]" being references to the Property

5. **Noting at HM Land Registry**

The Covenantor consents to the noting of this Deed of Covenant on the register of the title to the Property

IN WITNESS whereof this Deed has been executed as a deed the day and year first before written

EXECUTED AS A DEED

)

by the Covenantor

)

acting by:

)

Director

Director/Secretary

ANNEX TWO
FORM OF DEED OF COVENANT ON A
TRANSFER/TENANCY AGREEMENT/LEASE OR LICENCE

THIS DEED OF COVENANT is made the _____ day of _____ 20[]

BY

(1) [] ("the Covenantor") to

(2) **THE OXFORDSHIRE COUNTY COUNCIL** of County Hall, New Road, Oxford OX1 1ND (“the Council”)

1. Definitions and Interpretation

1.1 In this Deed the following expressions have the following meanings

- "Property" means the land at [] Oxfordshire being the land more particularly described in the [Transfer] [Lease] [Tenancy Agreement] [Licence]
- ["Transfer] [Lease] [Tenancy Agreement] [Licence"] means a [Transfer] [Lease] [Tenancy Agreement] [Licence] dated [] 20[] made between [] (1) and the Covenantor (2)
- "Routeing Agreement" means a routeing agreement dated [] made between (1) [] (2) The Oxfordshire County Council a copy of which is attached
- "Obligations" means the obligations on the part of the [Developer] (as defined in the Routeing Agreement) contained in Clause [3] of the Routeing Agreement

- 1.2 Reference in this Deed to the Covenantor shall include references to its successors in title and assigns to the Property or any part or parts thereof and to persons claiming through or under them
- 1.3 Words importing one gender include other genders and the singular includes the plural and vice versa
- 1.4 Any reference to an enactment includes any amendment or modification of it and the version of it for the time being in force shall apply
- 1.5 Headings in this deed are for convenience only and shall not be taken into account in its construction and interpretation
- 1.6 References to clauses sub-clauses and schedules are references to clauses sub-clauses and schedules in this deed
- 1.7 Where the context so requires persons includes bodies corporate associations and partnerships and vice versa
- 1.8 Where a party comprises more than one person the obligations and liabilities of that party shall be joint and several obligations and liabilities of these persons
- 1.9 Where more than one party enters into any obligation or liability those parties are joint and severally liable
- 1.10 Words denoting an obligation on a party to do any act matter or thing include an obligation to procure that it is done and words placing a party under a restriction include

an obligation not to cause permit or allow infringement of
this restriction

2. **Preliminary**

- 2.1 The Covenantor has _____ of the Property
- 2.2 This Deed is made further to the Routeing Agreement
- 2.3 For the purposes of the Highways Act 1980 the Council is
the highway authority for certain highways in the area which
includes the Property
- 2.4 For the purposes of the Road Traffic Regulation Act 1984
and the Traffic Management Act 2004 the Council is the
traffic authority for certain highways in the area which
includes the Property
- 2.5 This Deed is made pursuant to the Council's powers under
the the aforementioned Acts and the provisions of Section
111 of the Local Government Act 1972 and Section 2 of the
Local Government Act 2000 and all other enabling powers

3. **Covenants**

- 3.1 The Covenantor covenants with the Council:
 - 3.1..1 to comply with the Obligations as if all references
therein to the [Developer] were references to the
Covenantor and all references therein to the [Site]
were references to the Property;
 - 3.1..2 Not at any time to mortgage convey transfer or grant
a tenancy lease or licence in respect of the Property
or any part of it without first procuring that the

person to whom the Property or any part of it is to be mortgaged conveyed transferred or leased or with whom any such tenancy agreement is to be made has provided a deed of covenant to the Council in the form required by the Routeing Agreement and to notify the Council forthwith of any such dealing with the Property or any part of it

4. **Application of Provisions of the Routeing Agreement**

4.1 The Covenantor hereby agrees that the provisions of Clauses 2.8 (release of liability), 7 (Costs), 8 (Height Restriction), 9 (Third Party Rights), 10 (Notices), 11 (No Waiver), 12 (No Fetter) of the Routeing Agreement shall apply to this Deed of Covenant as if they were set out in full herein and with all references to:-

4.1..1 "[This Agreement/Deed]" being references to this Deed of Covenant

4.1..2 "[Developer]" being references to the Covenantor

4.1..3 "[Site]" being references to the Property

5. **Noting at HM Land Registry**

The Covenantor consents to the noting of this Deed of Covenant on the register of the title to the Property

IN WITNESS whereof this Deed has been executed as a deed the day and year first before written

EXECUTED AS A DEED)

by the Covenantor)

acting by:)

Director

Director/Secretary