

# ITEM 4 - SUPPLEMENTARY REPORT

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## North Yorkshire County Council

### Business and Environmental Services

#### Planning and Regulatory Functions Committee

15 NOVEMBER 2016

**C2/11/02057/FUL - PLANNING APPLICATION FOR THE PURPOSES OF THE  
EXTENSION TO THE SAND AND GRAVEL QUARRY, MODIFICATION OF  
CONDITION 2 OF PLANNING PERMISSION C2/06/01616/CCC AND VARIATION  
TO THE EXISTING RESTORATION SCHEME ON LAND AT LANGWITH HOUSE  
FARM, LONG LANE, WELL, NOSTERFIELD, BEDALE, NORTH YORKSHIRE  
ON BEHALF OF TARMAC LTD  
(HAMBLETON DISTRICT) (BEDALE ELECTORAL DIVISION)**

#### Report of the Corporate Director – Business and Environmental Services

#### Supplementary Report

#### 1.0 Purpose of the report

- 1.1 To provide Members with information which is required to be reported to Members prior to the determination of the above-mentioned planning application and which post-dates the publication of the Substantive Report to Members on this matter.

#### 2.0 Background

- 2.1 The Substantive Report has already been published and is available for public viewing on the County Council's website.
- 2.2 The section headings that follow herein this report both mirror and relate to the section headings within the published Substantive Report.

#### 3.0 The proposal

- 3.1 In order to ensure Members' have as comprehensive an information resource to enable a full and informed understanding of the proposed development as possible upon which to determine the planning application, extracts from the [Legal Agreement](#) under Section 106 of the Town & Country Planning Act 1990 and from the [Legal Agreement](#) under Section 39 of the Wildlife & Countryside Act 1981 (also available for public viewing on the County Council's website) to which reference is made within paragraphs 3.183 to 3.185 (inclusive) of the Substantive Report are appended hereto as Appendix A and Appendix B respectively.
- 3.2 Similarly, where reference is made within the Substantive Report at paragraph 3.25 to the '*Langwith Extension Combined Phasing Plan*' (drwg ref. no. N51/83, dated April 2011), a copy of that plan is provided at Appendix C attached hereto.

#### 4.0 Consultations

- 4.1 Within the Substantive Report, reference is made to the recommendation of the Environment Agency on 13<sup>th</sup> February 2012 with respect to the submission of further details (paragraph 4.10 of the Substantive Report

refers). For the avoidance of doubt, within the intervening period between the making of that recommendation and their response of 15<sup>th</sup> July 2015 returning no objection to the proposed development, the applicant company had submitted the requisite details, namely the submission of detailed schemes in respect of the monitoring of ground and surface water and the diversion of the *Ings Goit* watercourse as well as a detailed scheme for the emplacement of the Nosterfield Quarry site of all topsoil, subsoil, over-burden, inter-burden and basal deposits found within the Langwith House extension.

- 4.2 In responding to the latest round of consultation, the NYCC adviser on matters of ecology; Yorkshire Water Services Limited, and the Environment Agency have all conveyed their satisfaction with the further details received and offered no further comments over and above those previously returned to the County Planning Authority. The Highway Authority, however, has recommended an additional condition be imposed that requires there to be no HCVs brought onto the site until a prior-approved survey recording the condition of the existing highway has been carried out.
- 4.3 In particular, Historic England in their response dated 24<sup>th</sup> October 2016 “*welcome the revised Scheme of Archaeological Investigation and Publication (March 2010, revised June 2016)*”, “*are satisfied it sets out an appropriate strategy to deal with the archaeological interest of the site. It is in accordance with the previous archaeological mitigation strategy for Landybridge [sic.] farm and is proportional to the archaeological evaluations of the Langwith site*” and urge the County Planning Authority “*to secure a mechanism to deliver the mitigation proposals and public benefits*”.
- 4.4 Having also sought the views of ‘*The Friends of Thornborough Henges*’ upon the receipt of further information from the applicant company, the *Friends of Thornborough Henges*’ again reiterate their previous comments in relation to the long-term management of the Henges scheduled monument contending, *inter alia*, “*because of the uncertainty about long term funding and food security caused by Brexit, it is reasonable to suggest that permission should not be granted at all and that the Applicants hand over the assets in their ownership to suitable management bodies because they have already benefitted from extraction and caused substantial and irreparable damage to the most important heritage assets between Stonehenge and Orkney*”. It continues stating “*Brexit means that funding for the exhausted quarry is uncertain and will most likely be severely curtailed*” and instead supports “*marine extraction [as] a viable alternative to continuing extraction in the Swale/Ure interfluvium*”.

## 5.0 Advertisement and representations

- 5.1 There has been no further publicity, or indeed further information warranting further publicity, since the publication of the Substantive Report to Members.

## 6.0 Planning guidance and policy

### *The Development Plan*

- 6.1 There have been no changes in respect of local planning policy since the publication of the Substantive Report to Members warranting mention in this Supplementary Report.

*Other material considerations: NPPF & NPPG*

- 6.2 The above similarly applies to national planning policy and planning practice guidance.

## **7.0 Material planning considerations**

- 7.1 In light of the additional condition recommended by the Highway Authority, it is considered that to impose such a condition would be unreasonable in the circumstance of an existing operational quarrying business. Therefore, a suggested form of words is recommended below that, while achieving the Highway Authority's aim, would also ensure the continuity of the business.  
*"within three months of the date of this permission, details of a survey recording the condition of the existing highway shall be submitted to the County Planning Authority for its written approval in consultation with the Highway Authority. Thereafter, that survey shall be carried out in strict accord with the approved details within six months of the date of their written approval".*
- 7.2 While Yorkshire Water sought the imposition of a condition to allow sufficient access for maintenance and repair work to their sewer at all times and to protect the local aquatic environment, the applicant has stated that the sewer would not be affected thereby rendering the suggested condition unnecessary.
- 7.3 Whilst acknowledging and understanding the continued concern expressed by the *Friends of Thornborough Henges*, there are no findings of any substantial material weight in the planning balance that would give rise to an alternative to the main considerations to which due cognisance has been given in the forming the basis of the recommendation within the Substantive Report.
- 7.4 Finally, the applicant wishes to clarify a point at paragraph 7.7 in the Substantive Report. The applicant is promoting a site at Oaklands to the west of the site under consideration in the emerging Joint Mineral & Waste Local Plan (paragraph II.124 of the revised Environmental Statement 2015 refers).

## **8.0 Conclusion**

- 8.1 Save for amendments to the suite of recommended planning conditions, there are no submissions received since the publication of the Substantive Report warranting an alteration to the conclusions and recommendation set down within that report.
- 8.2 Members' attention is also drawn to the fact that further due regard has been had to the Authority's duties pursuant to the *Equality Act 2010* and the *Human Rights Act* and there are no further equality or human rights implications in respect of the consideration of this supplementary report.

## **9.0 Recommendation**

- 9.1 Upon considering that the Environmental Statement, including further and other information submitted by the applicant, includes such information as is reasonably required to assess the environmental effects of the development and which the applicant could be reasonably required to compile; and
- 9.2 Having taken into account the environmental information relating to this

application, namely the Environmental Statement, including further and other information submitted by the applicant, and duly made representations about the environmental effects of the development; and

9.3 Having had due regard to the Human Rights Act; the relevant issues arising have been assessed as the potential effects upon those living within the vicinity of the application site, namely those affecting the right to the peaceful enjoyment of one's property and the right to respect for private and family life and homes, and considering that the limited interference with those rights is in accordance with the law, necessary and in the public interest;

9.4 For the following reasons:

- the proposal does not conflict with:
  - in respect of the spatial distribution/locational policies, 'saved' NYMLP Policies 3/2, 3/3 and 3/4 and 'saved' NYMLP Policy 5/1;
  - in respect of landscape, 'saved' NYMLP Policy 4/1 (criteria (b), (c), (d), (e), (f), (g), (h), and (i)), HDC-CS Policy CP1 (criterion (ix)), HDC-CS Policy CP16, HDC-DP Policy DP30 and HDC-DP Policy DP33;
  - in respect of agriculture, 'saved' NYMLP Policy 4/1 (criteria (c), (f) & (g)), 'saved' NYMLP Policy 4/18, 'saved' NYMLP Policy 4/20 and HDC-CS Policy CP18;
  - in respect of ecology and nature conservation, 'saved' NYMLP Policy 4/1 (criteria (e) & (i)), 'saved' NYMLP Policy 4/6A, 'saved' NYMLP Policy 4/14 and HDC-CS Policy CP16 and HDC-DP Policy DP31 ;
  - in respect of hydrogeology and/or hydrology, 'saved' NYMLP Policy 4/1 (criteria (b), (c), (e) and (i)), 'saved' NYMLP Policy 4/10, HDC-CS Policy CP1 criterion (vi), HDC-CS Policy CP16, HDC-CS CP21 and HDC-DP Policy DP43;
  - in respect of archaeology and heritage HDC-CS Policy CP16 (criteria (i) and (ii)), HDC-DP Policy DP28 and HDC-DP Policy DP29;
  - in respect of noise 'saved' NYMLP Policy 4/1 (criteria (c), (e) and (i)), 'saved' NYMLP Policy 4/14 and HDC-DP Policy DP1; and,
  - in respect of traffic, 'saved' NYMLP Policy 4/13.
- the proposal accords with the national objectives and policies for minerals related planning as stated in the NPPF (2012);
- it is considered that the imposition of conditions will ensure that there are no unacceptable impacts, either singularly or cumulatively, on the environment, residential amenity, landscape, cultural heritage, ecology, highway safety or traffic and that appropriate measures are capable of ensuring restoration and aftercare to a satisfactory standard.

that, subject to prior completion of the S106 and S39 Legal Agreements, **PLANNING PERMISSION BE GRANTED** subject to the recommended planning conditions which will substantially be in the form as that produced at Appendix D to this Supplementary Report

D BOWE

Corporate Director, Business and Environmental Services

Background Documents to this Report:

1. Planning Application Ref Number: NY/2011/0242/ENV (for details:

<https://onlineplanningregister.northyorks.gov.uk/register/PlanAppDisp.aspx?recno=8037>

2. Consultation responses received.

commrep/4

3. Representations received.

4. Substantive Report to Committee on Tuesday 15<sup>th</sup> November 2016.

Author of report: Vicky Perkin

**APPENDIX A**

Extract from the draft Legal Agreement prepared under the provisions of Section 106 of the Town & Country Planning Act 1990 (dated 21<sup>st</sup> April 2016):

**SCHEDULE 2**  
**The Obligations**

**1. The Developer**

*In carrying out any work at the Site the Developer undertakes to comply with the Planning Permission, to restore the Site in accordance with the Planning Permission, and following final restoration, to manage the Langwith House Farm Land in accordance with the Nosterfield, Langwith and Thornborough Moor Strategic Management Plan.*

**2. The Thornborough Moor Land**

*The Developer shall, within 18 months of the date on which Planning Permission is granted, donate the freehold of the Thornborough Moor Land to an Appropriate Heritage Body on terms to be agreed between the Developer and the Appropriate Heritage Body (acting reasonably) and subject to an Appropriate Body agreeing to accept such land. The Thornborough Moor Land will be managed for the public benefit in accordance with the principles laid down in the Nosterfield, Langwith and Thornborough Moor Strategic Management Plan.*

**3. The Langwith House Farm Land**

*3.1 The Developer and the Watts shall ensure that the Langwith House Farm Land is restored and managed in aftercare in accordance with the Planning Permission and the Nosterfield, Langwith and Thornborough Moor Strategic Management Plan, the Section 39 Agreement and the Operational Plan, for the duration of the Management Period for the purposes of nature conservation and amenity use, including the provision of a permissive footpath.*

*3.2 The Developer and the Watts undertake to co-operate with the Appropriate Conservation Body and/or the Appropriate Heritage Body (as applicable) in the formulation of plans and management of the Langwith House Farm Land respecting the aims and objectives of the Nosterfield, Langwith and Thornborough Moor Strategic Management Plan, and the Section 39 Agreement and to take into account the views of the Liaison Group in the management of the Langwith House Farm Land.*

**4. Lorry Routeing**

*4.1 The Watts and the Developer shall use reasonable endeavours to require that every driver of a vehicle carrying sand and gravel to and from the Site shall be bound by contract to only use the route specified in **paragraph 4.2** below.*

*4.2 The specified route is to turn left on leaving the Site and then travel along the B6267 to the service road adjoining the A1(M) and then turning either left towards the Leeming Bar junction or right towards the Baldersby junction.*

*4.3 The Developer shall erect notices at the weighbridge and at the exit to the Site advising of the specified route.*

*4.4 In the event of any of the said drivers failing to follow the specified route, the Developer shall take appropriate action, namely warning the driver or prohibiting him from entering the Site.*

4.5 *The Developer shall advise third parties carrying sand and gravel from the Site of the existence of this routing restriction.*

4.6 *The Developer shall provide to the Council the name and telephone number of an employee to whom complaints about traffic routing should be addressed.*

4.7 *The routing restriction contained in this **paragraph 4** shall not apply to vehicles making local deliveries which require use of the A6108.*

**5. *Archaeological Investigation and Publication***

5.1 *The Developer shall comply with the requirements of the Scheme of Archaeological Investigation and Publication.*

5.2 *The Developer may amend the Scheme of Archaeological Investigation and Publication at any time with the prior written approval of the Council (such approval not to be unreasonably withheld or delayed).*

**6. *Bird Management Plan***

6.1 *The Developer and the Watts shall comply with the requirements of the Bird Management Plan and shall implement its provisions in accordance with the approved timetable.*

6.2 *The Developer may amend the Bird Management Plan at any time with approval of the Council (such approval not to be unreasonably withheld or delayed).*

**APPENDIX B**

Extract from the draft Legal Agreement prepared under the provisions of Section 39 of the Wildlife & Countryside Act 1981 (dated 21<sup>st</sup> April 2016):

**SCHEDULE 1**  
**The Obligations**

**1. The Developer**

- 1.1 *As from the Commencement of Development and completion of its final restoration in accordance with the Planning Permission (as may be varied from time to time) the Site shall be managed for nature conservation purposes, public access and heritage conservation in perpetuity.*
- 1.2 *The general management of the Site shall be carried out by the Developer and/or an Appropriate Heritage Body and/or Appropriate Conservation Body (as applicable) in accordance with the Nosterfield Langwith and Thornborough Moor Strategic Management Plan subject to such variations as may from time to time be agreed between the parties hereto in writing.*
- 1.3 *It is agreed that the rights of shooting and sporting are retained by the applicable owner and the Nosterfield Langwith and Thornborough Moor Strategic Management Plan shall not interfere with any sporting rights or rights to shoot affecting the Site.*
- 1.4 *The Developer covenants with the Council to retain as permissive footpaths the footpaths located in the approximate position shown by a dashed line **coloured blue** on Plan 3, subject to such variations as may be agreed between the parties hereto in writing.*
- 1.5 *The Developer covenants with the Council that so far as is reasonably practicable it shall use reasonable endeavours to ensure that the nature conservation zones and scheduled parts of the Site shall be safeguarded against the following activities:*
- a. harmful and uncontrolled fires, overnight camping and caravanning;*
  - b. ploughing and cultivation of permanent grassland or woodland unless prior consent is granted by the Council (except where permitted in the Management Plan and provided that the Developer shall be free to graze cattle and/or sheep);*
  - c. the introduction deliberately from elsewhere of any invasive species;*
  - d. any form of watersports activity including sailing, windsurfing, canoeing, waterskiing, use of motor launches, jet skis and coarse fishing; and*
  - e. any other activity that is known to be materially injurious to the purpose of nature conservation,*
- PROVIDED THAT nothing herein shall restrict the use of in any way of the access road from the B6267.*
- 1.6 *The Developer covenants that it shall take reasonable steps to prevent other persons doing the acts prohibited by **paragraph 1.5**.*
- 1.7 *Nothing in this agreement shall prevent the Developer or an Appropriate Heritage Body or Appropriate Conservation Body from seeking and obtaining grants (including from the Forestry Commission) or entering into other agreements under HM Government's Environmental Stewardship Scheme or other schemes or arrangements unless the Council (acting reasonably) considers that such arrangements are not conducive to the aims and*



*objectives of the Nosterfield Langwith and Thornborough Moor Strategic Management Plan.*

- 1.8 *The Developer covenants with the Council that after the final restoration of the Site in accordance with the Planning Permission (as may be varied from time to time) it shall not to grant any lease or licence on any part of the Site or grant any rights or easements (in each case which are inconsistent with the terms of this agreement) other than with the written agreement of the Council which shall not be unreasonably withheld or delayed PROVIDED THAT the Council's consent shall not be required in respect of any Excluded Disposition.*
- 1.9 *Within 18 months of the date on which Planning Permission is granted, the Developer covenants to convey the title of the Thornborough Moor Land to the Appropriate Heritage Body in accordance with the terms of this agreement on terms to be agreed between the Developer and the Appropriate Heritage Body (acting reasonably) and subject to an Appropriate Heritage Body agreeing to accept such land.*

## **2. The Thornborough Moor Land**

- 2.1 *The Developer shall use reasonable endeavours to secure an Appropriate Heritage Body to manage the Thornborough Moor Land in accordance with this agreement and Nosterfield Quarry in accordance with the Section 106 Agreement and subject to the provisions of the Nosterfield, Langwith and Thornborough Moor Strategic Management Plan.*
- 2.2 *Before proposing the Appropriate Heritage Body to the Council the Developer shall consult the Liaison Group (if established) and the Council on its suitability and provide no less than 14 days for the Council and Liaison Group to provide any written representations on the Developer's proposal.*
- 2.3 *The Developer shall have regard to the reasonable representations put forward by the Council and Liaison Group in preparing and amending the proposal for the Appropriate Heritage Body.*
- 2.4 *The Developer shall then propose the Appropriate Heritage Body as manager of the Thornborough Moor Land to the Council for its approval which shall not be unreasonably withheld or delayed.*
- 2.5 *Within one calendar month of the Appropriate Heritage Body being proposed by the Developer, the Developer shall use reasonable endeavours to appoint the Appropriate Heritage Body as manager of the Thornborough Moor Land on such terms as shall be agreed between the Developer and the Appropriate Heritage Body (acting reasonably) and subject to such Appropriate Heritage Body agreeing to such an appointment.*
- 2.6 *As soon as it is appointed the Appropriate Heritage Body shall comply with the approved Nosterfield, Langwith and Thornborough Moor Strategic Management Plan, the Operational Plan and the Section 106 Agreement (as appropriate) and the Developer shall provide it with an initial sum of money to be agreed between the Developer and the Appropriate Body (acting reasonably) to cover the reasonable and proper costs of implementing the agreed land management objectives for the first five years.*
- 2.7 *The Appropriate Heritage Body shall be required to take into account the reasonable representations of the Liaison Group.*

- 2.8 *Within one calendar month of the approval of its appointment (and subject to **paragraph 2.5**) the Appropriate Heritage Body shall begin managing the Thornborough Moor Land in accordance with the approved Nosterfield, Langwith and Thornborough Moor Strategic Management Plan and the Section 106 Agreement (as appropriate).*
- 2.9 *The Appropriate Heritage Body shall liaise with the Developer, the Owner of the Langwith House Farm Land and the Appropriate Conservation Body for Nosterfield Quarry with the intention of ensuring a seamless management of the Site.*
- 2.10 *The Appropriate Heritage Body shall be free to manage the Site, undertake works and monitor results in accordance with the Nosterfield, Langwith and Thornborough Moor Strategic Management Plan, the Section 106 Agreement and the Operation Plan (as appropriate) and taking into account the reasonable representations of the Liaison Group. The Appropriate Heritage Body may sub-contract aspects of the management of the Thornborough Moor Land but will retain overall responsibility for ensuring that the standard of management is appropriate to the aims and objectives of the vision, and in accordance with the Nosterfield, Langwith and Thornborough Moor Strategic Management Plan and this agreement.*
- 2.11 *The Appropriate Heritage Body shall submit annual reports to the Council as mineral planning authority for approval (such approval not to be unreasonably withheld or delayed) containing monitoring results, work undertaken during the year, progress in respect of the land management objectives of the Operational Plan and a programme of work for the next twelve months. The Appropriate Heritage Body shall take the representations of the Liaison Group into account and use reasonable endeavours to implement the programme of work approved in the report.*
- 2.12 *In default of a suitable and competent candidate for the Appropriate Heritage Body being found to be responsible for managing the Thornborough Moor Land, the responsibility will rest with the Developer.*
3. **Nosterfield Quarry**
- 3.1 *The Developer shall ensure that Nosterfield Quarry is restored and following such final restoration is managed in aftercare in accordance with the Planning Permission and the Nosterfield, Langwith and Thornborough Moor Strategic Management Plan, the Section 106 Agreement and the Operational Plan for the purposes of nature conservation, public access and amenity use.*
- 3.2 *The Developer shall use reasonable endeavours to secure an Appropriate Conservation Body to manage Nosterfield Quarry or parts of it. The process set out in paragraph 2 above for selecting, approving and testing the Appropriate Heritage Body for the Thornborough Moor Land shall apply to the selection, approval and testing of the Appropriate Conservation Body (subject to such amendments as are reasonably necessary).*
- 3.3 *The Developer undertakes to co-operate with the Appropriate Conservation Body and/or the Appropriate Heritage Body (as applicable) in the formulation of plans and management of the Nosterfield Quarry respecting the aims and objectives of the Nosterfield, Langwith and Thornborough Moor Strategic Management Plan, and the Section 106 Agreement and to take into account*

*the reasonable representations of the Liaison Group in the management of Nosterfield Quarry.*

- 3.4 *Once appointed and subject to the Appropriate Conservation Body entering into a lease of part of Nosterfield Quarry with the Developer, the Appropriate Conservation Body shall be solely responsible for the management of that part of Nosterfield Quarry demised to it in accordance with the terms of this agreement.*

4. ***Nosterfield, Langwith and Thornborough Moor Strategic Management Plan***

- 4.1 *The Developer shall prepare a draft Nosterfield, Langwith and Thornborough Moor Strategic Management Plan, which covers Nosterfield Quarry (for the avoidance of doubt excluding the land shown **shaded blue** on Plan 2), the Langwith House Farm Land and the Thornborough Moor Land.*

- 4.2 *Within six calendar months of the Commencement Date the Developer shall submit the draft Nosterfield, Langwith and Thornborough Moor Strategic Management Plan to the Council for its approval (such approval not to be unreasonably withheld or delayed).*

- 4.3 *Before submitting the Nosterfield, Langwith and Thornborough Moor Strategic Management Plan to the Council the Developer shall consult the owners of the Langwith Farm House Land, the Appropriate Conservation Body (as applicable if appointed), the Appropriate Heritage Body (as applicable if appointed) and stakeholders on its contents and provide no less than 14 days for the said owners, appropriate bodies and stakeholders to provide any written representations on the draft.*

- 4.4 *The Developer shall have regard to the reasonable representations put forward by the owner of the Langwith Farm House Land, appropriate bodies and stakeholders in preparing and amending the draft Nosterfield, Langwith and Thornborough Moor Strategic Management Plan.*

- 4.5 *The Nosterfield, Langwith and Thornborough Moor Strategic Management Plan shall contain details of the restoration vision and proposals for land management objectives, timescales for action, monitoring, reporting, and the roles of the Appropriate Heritage Body, the Appropriate Conversation Body, Liaison Group and the Developer.*

5. ***The Operational Plan***

- 5.1 *Within two calendar years of the Commencement Date the Developer shall prepare and submit the draft Operational Plan for the Site to the Council for its approval (such approval not to be unreasonably withheld or delayed).*

- 5.2 *Before submitting the draft Operational Plan to the Council the Developer shall consult the owner of the Langwith House Farm Land and the Appropriate Heritage Body and Appropriate Conservation Body to provide any written representations on the draft.*

- 5.3 *The Developer shall have regard to the reasonable representations put forward by the Appropriate Heritage Body and the Appropriate Conservation Body (as applicable) in preparing and amending the draft Operational Plan.*

- 5.4 *The Operational Plan shall be in accordance with the general principles and objectives set out in the Planning Application, the relevant conditions to the Planning Permission and the Nosterfield, Langwith and Thornborough Moor*

*Strategic Management Plan but subject to such amendments as may be proposed by the Developer and agreed with the Council from time to time.*

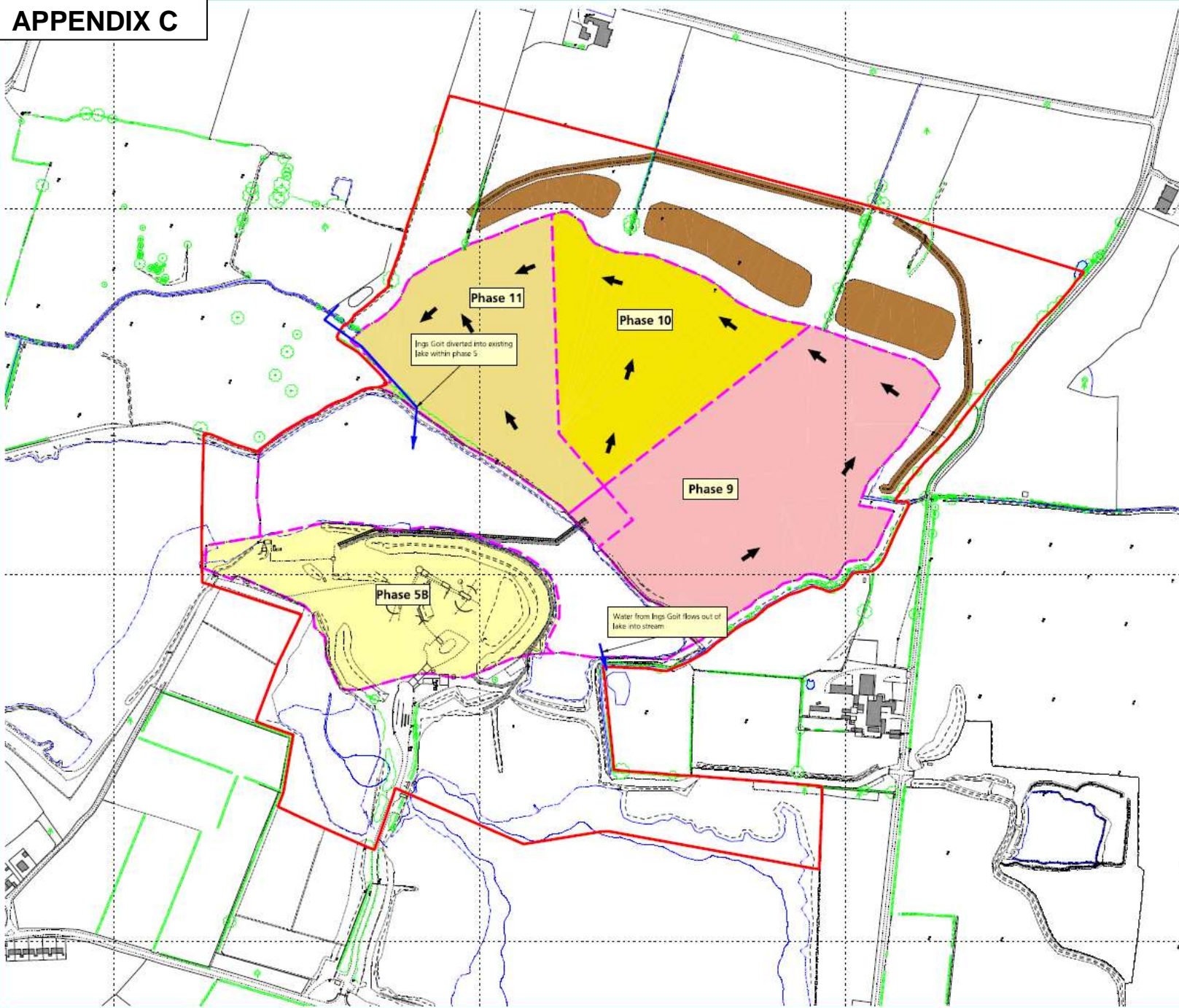
- 5.5 *The Operational Plan shall make provision for the following matters:*
- a. *restoration of the Site in a manner designed to achieve landscape enhancement, maximise nature conservation opportunities through habitat creation, management and enhancement, interpretation of the historic environment and public access and in accordance with the relevant land management objectives set out in the Nosterfield, Langwith and Thornborough Moor Strategic Management Plan;*
  - b. *control of recreational uses and the exclusion of all watercraft, powered unpowered, from the nature conservation zones in order to safeguard them from disturbance, unless they are connected with the purposes of the restoration and aftercare plan objectives;*
  - c. *a detailed specification for the protection, maintenance and management of planted areas, existing and new hedgerows and all other habitats within the Site which also includes timing and phasing of works to ensure no conflict between different interests; and*
  - d. *a scheme of monitoring to assess the effectiveness of the restoration works in achieving nature consideration and historic interpretation objectives, which also includes contingency measures in the event of failure to achieve the objectives.*
- 5.6 *As soon as the Operational Plan has been approved by the Council, the Developer and Appropriate Heritage Body and the Appropriate Conservation Body (as applicable) shall use reasonable endeavours to implement its provisions in accordance with the timetable approved therein.*
- 5.7 *The Developer shall review the Operational Plan no less than annually and propose amendments to it for the Council's approval in accordance with the provisions of this agreement.*
- 6. The Liaison Group**
- 6.1 *The Liaison Group is the existing group set up as a forum for discussion of the operation of the quarry comprising representatives of the local community, the Council as planning authority and the Developer. Its terms of reference shall be extended to include the scrutiny and monitoring of the implementation of the restoration vision for the Site. It shall meet no less than annually for the purpose of scrutinising and monitoring the restoration, development, and management of the Site in accordance with the aims and objectives of the Nosterfield, Langwith and Thornborough Moor Strategic Management Plan.*
- 6.2 *The Liaison Group shall meet at appropriate and regular intervals as agreed by the members of the Liaison Group which shall include representatives of the Council, the Developer, the Appropriate Heritage Body, the Appropriate Conservation Body, West Tanfield Parish Council, heritage and nature conservation interest bodies (as applicable) and others as the Liaison Group may co-opt.*
- 6.3 *The Developer, the Appropriate Heritage Body and the Appropriate Conservation Body shall report to the Liaison Group at such reasonable times and intervals and in a form reasonably specified by the Liaison Group.*

- 6.4 *Within three months of the date of this agreement, the Developer shall submit the proposed terms of reference of the Liaison Group to the Council for approval.*
- 6.5 *Within three months of the date of approval of the said terms of reference the Developer and the Council shall make arrangements for the first meeting of the Liaison Group.*
- 6.6 *The Liaison Group shall have regard to the views of the Developer, the Appropriate Heritage Body and the Appropriate Conservation Body in the matters of economy and efficiency.*
- 6.7 *The composition, function and terms of reference of the Liaison Group may be amended from time to time by agreement between the Council and the Developer.*










7. **Specialist Advisers**

*The appointment of Specialist Advisers shall be at the discretion of the Developer, the Appropriate Heritage Body and the Appropriate Conservation Body with the approval of the Council as mineral planning authority (such approval not to be unreasonably withheld or delayed). The Specialists may be appointed for any term either continuously or as needed.*

# APPENDIX C



## Legend

-  Planning boundary
-  Conveyor
-  Temporary soil storage (for final restoration of northern shoreline and landbridge)
-  Direction of working
-  Phase boundary
-  Phase 9
-  Phase 10
-  Phase 11
-  Phase 5B

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## Nosterfield Quarry

### Langwith Extension Combined Phasing Plan

Drawn By C/A / ACJ	Scale 1:5000 @ A3
Date April 2011	Drawing No NS1 / 83



No.	SCHEDULE OF RECOMMENDED CONDITIONS	APPENDIX D
	<b>Statutory time limit &amp; Notification of commencement of development</b>	
1	The planning permission hereby approved shall be implemented within three years of the date of this decision notice, the date of which shall be notified in writing to the County Planning Authority within 7 days of the commencement.	
	<b>Duration of permission</b>	
2	The permission hereby granted in respect of mineral extraction and processing is valid only until 31 May 2024 and the mineral extraction and processing operations hereby approved shall be discontinued and all buildings, plant and machinery shall be removed from the site and the site shall be restored in accordance with Conditions 4, 5, 33, 36, 37 and 38 before 31 May 2024.	
	<b>Definition of Development</b>	
3	<p>The development hereby permitted shall be carried out in accordance with the application form dated 25<sup>th</sup> May 2011 and the following documents and drawings:</p> <ul style="list-style-type: none"> <li>• <i>Supporting Statement Revision &amp; Appendices (revised May,2015);</i></li> <li>• <i>Navigation Document &amp; Regulation 22 Additional Information (May,2015);</i></li> <li>• <i>Environmental Statement, Appendices &amp; Non-Technical Summary Revision (revised May,2015);</i></li> <li>• <i>Langwith/Nosterfield Draft Strategic Management Plan (January,2016);</i></li> <li>• <i>Contingency Plan for Soil Handling Arrangements Phase 9A (May,2015);</i></li> <li>• <i>Detailed Scheme for Topsoil, Subsoil &amp; Overburden (Appendix S7) (June,2011);</i></li> <li>• <i>Mitigation Strategy for Great Crested Newts (May,2015);</i></li> <li>• <i>Crassula Management Plan (April,2015);</i></li> <li>• <i>Ground and Surface Water Monitoring Scheme (Appendix UESA.5) (May,2012);</i></li> <li>• <i>Ings Goit Diversion Scheme (Appendix UESA.6) (May,2012);</i></li> <li>• <i>Confidential Badger Survey &amp; Mitigation Strategy (August,2014);</i></li> <li>• <i>Stock Management Plan (May,2015);</i></li> <li>• <i>Archaeological Impact Assessment (revised April,2015);</i></li> <li>• <i>Scheme of Archaeological Investigation &amp; Publication (revised June,2016);</i></li> <li>• <i>Restoration &amp; Aftercare report (Appendix ESA.3) (March,2011);</i></li> </ul> <p><u>and</u> the following plans hereby approved:</p> <ul style="list-style-type: none"> <li>• <i>Location Plan (drwg no. NO51-00094) (May,2011);</i></li> <li>• <i>Planning Application Boundary (drwg no. N51/82) (June,2010);</i></li> <li>• <i>Local Parish Scale Setting (drwg no. NO51-00071) (March,2011);</i></li> <li>• <i>Proposed Outline Restoration Langwith Extension Area (drwg no. NO51-00077C) (April,2012);</i></li> <li>• <i>Proposed Outline Restoration, Nosterfield Quarry (drwg no. NO51-00078C) (April,2012);</i></li> <li>• <i>Langwith Extension Combined Phasing Plan (drwg no. N51/83) (revised May,2015);</i></li> <li>• <i>Phase 9 Scheme of Progressive Working &amp; Restoration (May,2015);</i></li> <li>• <i>Langwith Extension Phase 9 Working Scheme (drwg no.NO51-00085) (April,2011);</i></li> <li>• <i>Langwith Extension Phase 10 Working Scheme (drwg no.NO51-00086) (April,2011);</i></li> <li>• <i>Langwith Extension Phase 11 Working Scheme (drwg no.NO51-00087) (April,2011);</i></li> <li>• <i>Langwith Extension Phase 12 (Phase 5b) Working Plan (ref.NO51-00088) (April,2011);</i></li> <li>• <i>Langwith Extension Phase 13 Restoration (drwg no.NO51-00089) (April,2011);</i></li> <li>• <i>Soil Types (drwg no.NO51-00098) (20 March,2010);</i></li> <li>• <i>Bat Risk Assessment (drwg no.NO51-00103) (March,2011);</i></li> <li>• <i>Great Crested Newt Impact Assessment (drwg no.NO51-00104) (March,2010);</i></li> <li>• <i>Proposed Advance Landscaping Works (drwg no.NO51-00109A) (April,2011);</i></li> <li>• <i>Shoreline Treatments (Illustrative) (drwg no.NO51-00115) (17 August,2011);</i></li> <li>• <i>Historic Landscape Topographical Model (drwg no.NO51-00111) (undated);</i></li> <li>• <i>Planning Benefits (drwg no.NO51-00110) (May,2011);</i></li> <li>• <i>Supplementary Outline Restoration Plan Contours Nosterfield Quarry (drwg NO51-00113) (17Aug,2011);</i></li> <li>• <i>Supplementary Outline Restoration Plan Showing Contours Langwith Extension Area (drwg no.NO51-00114) (17 August,2011);</i></li> <li>• <i>Supplementary Outline Restoration Plan Contours Langwith Extension (ref NO51-00115) (17Aug,2011)</i></li> <li>• <i>Monitoring borehole locations (drwg no.NO51-00107) (April,2010);</i></li> <li>• <i>Proposed Watercourse, Flasks Lake – Lingham Water (drwg no.NO51-00134) (April,2012);</i></li> <li>• <i>Illustrative Cross Sections through Flasks Lake to Lingham Water Linkage (ref. N051-00135) (April,2012);</i></li> <li>• <i>Cross Sections–Langwith House to Langwith Lake &amp; Moor Lane to Langwith Lake (drwg no.NO51-00136) (March,2012);</i></li> <li>• <i>Integrated Landscape Vision of Nosterfield Quarry and Thornborough Moor (drwg no.NO51-00138) (September,2012);</i></li> <li>• <i>Noise Monitoring Locations (drwg. no. NO51-00112) (undated);</i></li> </ul> <p><u>and</u> the following conditions which shall at all times take precedence.</p>	
4	The mineral extraction, hereby permitted, shall take place only in accordance with the phasing arrangements	

	indicated on the plan 'Langwith Extension Combined Phasing Plan' (drwg no. N51/83) (dated April 2011) accompanying the revised details dated May 2015. No extraction operations shall take place in any phase until mineral within the immediately preceding phase have been substantially worked out.
5	<p>The working and restoration shall be undertaken in accordance with the following details hereby approved:</p> <ul style="list-style-type: none"> <li>○ <b>Overall Phasing</b> <ul style="list-style-type: none"> <li>○ <i>Langwith Extension Combined Phasing Plan (drwg no. NO51-00083) (revised May,2015);</i></li> <li>○ <i>Proposed Outline Restoration Langwith Extension Area (drwg no. NO51-00077C) (April,2012);</i></li> </ul> </li> <li>○ <b>Phase 9</b> <ul style="list-style-type: none"> <li>○ <i>'Contingency Plan for Soil Handling Arrangements Phase 9A' (May,2015);</i></li> <li>○ <i>Phase 9 Scheme of Progressive Working &amp; Restoration (May,2015);</i></li> <li>○ <i>Langwith Extension Phase 9 Working Scheme (drwg no. NO51-00085) (April,2011);</i></li> </ul> </li> <li>○ <b>Phase 10</b> <ul style="list-style-type: none"> <li>○ <i>Langwith Extension Phase 10 Working Scheme (drwg no. NO51-00086) (April,2011);</i></li> </ul> </li> <li>○ <b>Phase 11</b> <ul style="list-style-type: none"> <li>○ <i>Langwith Extension Phase 11 Working Scheme (drwg no.NO51-00087) (April,2011);</i></li> </ul> </li> <li>○ <b>Phase 12</b> (formerly Phase 5B) <ul style="list-style-type: none"> <li>○ <i>Langwith Extension Phase 12 (Phase 5b) Working Plan (drwg no.NO51-00088) (April,2011);</i></li> </ul> </li> <li>○ <b>Phase 13</b> <ul style="list-style-type: none"> <li>○ <i>Langwith Extension Phase 13 Restoration (drwg no. NO51-00089) (April,2011).</i></li> </ul> </li> </ul>
	<b>Permitted hours of operation</b>
6	<p>No quarrying or associated operations other than essential repair and maintenance shall take place except between the following times:</p> <ul style="list-style-type: none"> <li>○ 0700-1800 hours Mondays to Fridays; and,</li> <li>○ 0700-1200 hours on Saturdays.</li> </ul> <p>No transport of mineral shall take place except between the following times:</p> <ul style="list-style-type: none"> <li>○ 0630-1800 hours Mondays to Fridays; and,</li> <li>○ 0630-1200 hours on Saturdays.</li> </ul> <p>No quarry or associated operations other than essential repair and maintenance, and no transport of mineral from the site shall take place on Sundays or Bank/Public Holidays.</p>
	<b>Prohibited operations</b>
7	No material shall be brought onto the site for processing, stockpiling, merchenting or any other purpose.
	<b>Safeguarding against unacceptable traffic and highway impacts</b>
	<b>Sheeting of vehicles</b>
8	All loaded lorries leaving the site shall be sheeted.
	<b>Precautions to prevent mud on the highway</b>
9	Precautions, including if necessary the provision of wheel cleaning facilities, shall be taken and maintained to ensure that all vehicles leaving the site are in a clean condition, such that no dirt and/or mud are deposited on the public highway by vehicles travelling from the site.
	<b>Use of existing access only</b>
10	There shall be no access or egress between the highway and the application site by any vehicles other than via the existing access with the public highway at the B6267. The access shall be maintained in a safe manner which shall include the repair of any damage to the existing adopted highway occurring during operation of the site.
	<b>Internal haulage</b>
11	Transport of mineral within the site shall take place in accordance with the application details and Environmental Statement Revision dated May 2015.
	<b>Highway condition survey – details to be submitted within three months of this Decision</b>
12	Within three months of the date of this permission, details of a survey recording the condition of the existing highway shall be submitted to the County Planning Authority for its written approval in consultation with the Highway Authority. Thereafter, that survey shall be carried out in strict accord with the approved details within six months of the date of their written approval
	<b>Safeguarding against unacceptable air quality impacts</b>
	<b>Precautions to prevent generation of dust</b>
13	Dust control measures shall be employed to minimise the emission of dust from the site. A visual assessment shall be made at the commencement of daily operations and at intervals during the day. A daily log of assessments and necessary remedial measures shall be kept at the weighbridge office and made available to the County Planning Authority upon written request. Remedial measures shall include the spraying of roadways, hard surfaces and stockpiles and discontinuance of soil movements during periods of high winds.
14	Action taken to mitigate and monitor dust emissions from the site shall include that specified in the Supporting Statement.
	<b>Safeguarding against unacceptable noise impacts</b>
	<b>Control of noise emissions</b>
15	Except for temporary operations, the free-field Equivalent Continuous Noise Level, dB <small>L<sub>Aeq,1 hour, free field</sub></small> due to



	<p>daytime operations on the site, shall not exceed the site noise limit specified below at each location for routine operations (shown on drwg no. NO51-00112 '<i>Noise Monitoring Locations</i>' (undated) and in the '<i>Noise Report</i>' (Environmental Statement, Appendix ESA.8) (February,2011). Measurements taken to verify compliance shall have regard to the effects of extraneous noise and shall be corrected for any such effects.</p> <table border="1"> <thead> <tr> <th>Location</th> <th>dB L<sub>Aeq,T</sub></th> </tr> </thead> <tbody> <tr> <td>Ladybridge Farm</td> <td>47</td> </tr> <tr> <td>Southwood House</td> <td>45</td> </tr> <tr> <td>Langwith House</td> <td>45</td> </tr> <tr> <td>Oaklands</td> <td>45</td> </tr> <tr> <td>Eastern edge of Well</td> <td>46</td> </tr> </tbody> </table>	Location	dB L <sub>Aeq,T</sub>	Ladybridge Farm	47	Southwood House	45	Langwith House	45	Oaklands	45	Eastern edge of Well	46
Location	dB L <sub>Aeq,T</sub>												
Ladybridge Farm	47												
Southwood House	45												
Langwith House	45												
Oaklands	45												
Eastern edge of Well	46												
16	Notwithstanding the noise limits imposed within condition no. 15, a temporary daytime noise limit of up to 70 dB(A) L <sub>Aeq,1hour</sub> (free-field) at the nearest noise-sensitive properties (identified in condition no. 15) is permitted for up to 8 weeks in a calendar year for temporary operations such as site preparation, soil and overburden stripping, bund formation and removal, and final restoration. Temporary operations above the noise limits set out in condition no.15 shall only proceed following prior written notification to the County Planning Authority detailing the nature and duration of the works.												
17	Within seven days of receiving written notice from the County Planning Authority, such noise monitoring as may be required by the County Planning Authority to assess compliance with the limits specified in condition no.s 15 & 16 above shall be undertaken. In the event that the noise levels specified in condition no.s 15 & 16 are exceeded, those operations at the site causing the excessive noise shall cease immediately and steps shall be taken to attenuate the noise level to be in compliance with the requirements of condition no.s 15 & 16.												
18	All plant machinery and vehicles on any part of the site shall be properly maintained and fitted with effective silencing equipment in accordance with the manufacturer's recommendations at all times.												
	<b>Safeguarding against unacceptable visual impacts</b>												
	<b>Landscaping</b>												
19	All landscaping works, including advanced tree and shrub planting at the site shall be undertaken in accordance with the details and specifications set out in the <i>Restoration &amp; Aftercare report</i> (Environmental Statement, Appendix ESA3, dated March 2011) and with the schemes detailed within condition no. 5. Such works shall provide for the protection and maintenance of trees and hedgerows as specified. Habitat creation and restoration planting shall be progressed in accordance with approved schemes. Thereafter, all landscaping and planting shall be subject to management and maintenance on an annual basis												
20	Any trees or shrubs planted or retained in accordance with condition no. 19 which are removed, uprooted, destroyed, die or become severely damaged or diseased within five (5) years of planting shall be replaced within the next planting season.												
	<b>Safeguarding against unacceptable impacts upon interests of ecology and/or nature conservation</b>												
21	No vegetation removal or pruning shall take place at the site within the bird nesting season unless a suitably qualified ecologist has confirmed that no nesting birds are present in the vegetation to be removed.												
	<b>Safeguarding against unacceptable impacts upon interests of archaeology and/or heritage value</b>												
22	The development hereby permitted shall be undertaken in accordance with the programme of archaeological work set out in the revised ' <i>Scheme of Archaeological Investigation &amp; Publication March 2010</i> ' (rev. June 2016) prepared by Mike Griffiths & Associates Ltd. No change shall be made to this scheme without the prior written approval of the County Planning Authority.												
	<b>Safeguarding against unacceptable impacts upon interests of hydrology and/or hydrogeology</b>												
23	The development hereby permitted shall be undertaken in accordance with the ' <i>Ground and Surface Water Monitoring Scheme</i> ' (Environmental Statement, Appendix UESA.5) (May, 2012). Monitoring results will be reported to the County Planning Authority annually from the date of this planning permission.												
24	The development hereby permitted shall be undertaken in accordance with the ' <i>Ings Goit Diversion Scheme</i> ' (Environmental Statement, Appendix UESA.6) (May, 2012).												
25	No dewatering shall take place.												
26	An outflow from the water body which develops as a result of mineral extraction in the Langwith extension will be made at its eastern end in the vicinity of Ladybridge for connection to the <i>Ings Goit</i> . The water level in the outflow channel will be regulated via a variable control structure to maintain a water level of approximately 39 metres Above Ordnance Datum.												
27	There shall be no storage of any materials including soil within that part of the site liable to flood as shown within the Environment Agency Flood Zones on the Flood Map.												
28	Within 6 months of the date of this decision notice, flood warning notices shall be erected in numbers, positions and with wording all to be agreed in writing with the County Planning Authority. The notices shall be kept legible and clear of obstruction for the duration of the development.												
	<b>Safeguarding against unacceptable impacts upon soils resources</b>												
29	No topsoil, subsoil or overburden shall be removed from the site and all such materials shall be utilised in the restoration of the site in accordance with the restoration schemes detailed in condition no. 5.												
30	No stripping, movement or replacement of topsoil or subsoil shall be carried out during the months of October to March (inclusive).												

31	Notwithstanding the requirements of condition no. 30 above, the stripping, movement, replacement or cultivation of topsoil and subsoil shall only be carried out when the soils are sufficiently dry and friable to avoid soil smearing and compaction
32	Topsoil and subsoil shall be stored separately from each other in such locations as approved within the schemes detailed in condition no. 5
33	Restoration to agricultural purposes of those areas identified in the application shall take place in accordance with the specification as set out by Natural England in the letters dated 17 <sup>th</sup> July 2015 and 1 <sup>st</sup> September 2015
34	The development hereby permitted shall be undertaken in accordance with the method statement scheme for the emplacement around the perimeter of the Langwith extraction void of all topsoil, subsoil, overburden, interburden and basal deposits (as set out within the ' <i>Detailed Scheme for Topsoil, Subsoil &amp; Overburden</i> ' (Appendix S7) (June, 2011).
35	Stockpiles shall not exceed 6 metres from ground level.
<b>Restoration &amp; Aftercare</b>	
36	The removal of existing quarry plant, buildings, associated structures and stockpiles of minerals and the extraction of sand and gravel from beneath the existing plant shall take place in accordance with details specified in part 5 of the planning application ref. no. C2/92/500/53 (dated 29 <sup>th</sup> May 1991).
37	Following the removal of sand and gravel from beneath the existing quarry plant, the haul road linking the existing plant site and Thornfield Road shall be removed and the land restored to a condition suitable for agricultural use, in accordance with a scheme providing details of the restoration to be undertaken. That scheme shall have first been submitted to the County Planning Authority within six months of the aforementioned removal of sand and gravel for its written approval and thereafter the area shall be restored in strict accordance with that approved scheme.
38	Prior to the completion of mineral extraction within each phase of extraction, a scheme of aftercare shall be submitted to and approved in writing by the County Planning Authority specifying the steps to be taken to restore the to a condition suitable for use for agriculture and amenity purpose. Upon the completion of restoration within each phase, the programme of aftercare shall be implemented in accordance with the approved schemes. The period of aftercare shall be five years.
<b>Monitoring</b>	
39	Every twelve months from the date of this permission, or at such other regularity as may be agreed in writing with the County Planning Authority (but no less frequent than every twelve months), a review of the previous year's landscaping, working, restoration and aftercare shall be carried out in conjunction with a representative of the County Planning Authority. The review shall take account of any departure from approved schemes, and revised schemes shall be submitted to the County Planning Authority for approval providing for the taking of such steps as may be necessary to continue the satisfactory landscaping, working, restoration and aftercare of the site including the replacement of any tree or shrub which may have died, been removed or become seriously damaged. Thereafter, all such work shall be carried out in accordance with the approved schemes.
<b>Cessation or temporary suspension of mineral extraction</b>	
40	In the event that mineral extraction is ceased or temporarily suspended for a period that exceeds one year, then within 14 months from the cessation/suspension of mineral extraction (the date of which shall be notified in writing to the County Planning Authority within 7 days of cessation/suspension) a revised/interim restoration scheme and timetable for its completion shall be submitted for approval to the County Planning Authority. The approved restoration scheme shall then be implemented in accordance with a programme to be included in that scheme.
<b>Permitted Development Rights</b>	
41	Notwithstanding the provisions of the Town and County Planning General Development Order 2015 (or any other Order revoking or re-enacting that Order), no fixed plant or building shall be erected except as provided for in the development hereby permitted.
<b>Record of Planning Permission</b>	
42	The terms of this planning permission and any scheme or details approved pursuant thereto shall be displayed at the office on the site, and shall be made known to any person(s) given responsibility for the management or control of operations
<b>REASONS</b>	
1	To comply with Section 91 of the Town and Country Planning Act 1990 as amended by Section 51 of the Planning and Compulsory Purchase Act 2004.
2	To reserve the rights of control of the County Planning Authority to ensure restoration of the land with the minimum of delay in the interests of amenity.
3	To ensure that the development is carried out in accordance with the approved application details.
4&5	To secure an orderly and progressive pattern of working and restoration of the site.
6&7	To ensure the appropriate control of the development by the County Planning Authority in the interest of the amenity of the community
8-12	In the interests of both vehicle and pedestrian safety and both the visual and general amenity of the area
13&	To minimise the adverse impact of dust generated by operations in the interests of amenity.

<b>14</b>	
<b>15-18</b>	To ensure the appropriate control of the development by the County Planning Authority to minimise disturbance and the adverse impact of noise generated by site operations in the interest of the amenity.
<b>19-20</b>	To ensure the appropriate control of the development by the County Planning Authority to improve the appearance of the site in safeguarding the interests of the landscape and both protecting and enhancing the visual amenity of the area and nature conservation.
<b>21</b>	To ensure the appropriate control of the development by the County Planning Authority in safeguarding the interests of ecology and nature conservation
<b>22</b>	To ensure the appropriate control of the development by the County Planning Authority in safeguarding the interests of archaeology and value of heritage assets and to ensure that archaeological remains are preserved by record.
<b>23-26</b>	To ensure the appropriate control of the development by the County Planning Authority in protecting the water environment and to ensure the hydrogeological and hydrological impact is mitigated as identified in the impact assessment.
<b>27</b>	To ensure that there will be no increased risk of flooding to other land/properties due to impedance of flood flows and/or reduction of flood storage capacity in accordance with advice from the Environment Agency.
<b>28</b>	To ensure that owners and occupiers of premises are aware that the land is at risk of flooding in accordance with advice from the Environment Agency.
<b>29-35</b>	To ensure the appropriate control of the development by the County Planning Authority in safeguarding the interests of the soil resource of the site in the interests of achieving a good standard of agricultural restoration
<b>36-37</b>	To ensure early restoration of the existing plant and the haul road.
<b>38</b>	To comply with the requirements of Schedule 5 of the Town and Country Planning Act 1990 and to ensure restoration of the land to the standard required for agriculture and amenity purposes.
<b>39</b>	To reserve the rights of control of the County Planning Authority to ensure restoration of the land with the minimum of delay in the interests of amenity.
<b>40</b>	To ensure full restoration of the site.
<b>41</b>	To reserve the rights of control of the County Planning Authority to ensure restoration of the land with the minimum of delay in the interests of amenity.
<b>42</b>	To enable easy reference to the requirements of this permission.