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Cherwell District Council

Planning Committee

Minutes of a meeting of the Planning Committee held at Bodicote House, Bodicote, Banbury, OX15 4AA, on 24 May 2018 at 4.00 pm

Present: Councillor David Hughes (Chairman)

Councillor Phil Chapman Councillor Colin Clarke Councillor Ian Corkin Councillor Chris Heath

Councillor Mike Kerford-Byrnes Councillor Alan MacKenzie-Wintle

Councillor Richard Mould Councillor Cassi Perry Councillor Lynn Pratt Councillor G A Reynolds

Substitute Councillor Barry Richards (In place of Councillor Andrew

Members: Beere)

Councillor Barry Wood (In place of Councillor Simon Holland)
Councillor Sean Woodcock (In place of Councillor Surinder

Dhesi)

Also Councillor Hugo Brown, Ward Member for Deddington, for

Present: agenda item 7 and 8.

Councillor Andrew McHugh, Ward Member for Adderbury,

Bloxham and Bodicote, for agenda item 10

Apologies Councillor James Macnamara

for Councillor Andrew Beere absence: Councillor Maurice Billington Councillor Surinder Dhesi

Councillor Sumder Driesi Councillor Simon Holland Councillor D M Pickford Councillor Les Sibley

Officers: Paul Seckington, Senior Manager Development Management

Caroline Ford, Principal Planning Officer Emily Shaw, Principal Planning Officer George Smith, Assistant Planning Officer James Kirkham, Principal Planning Officer Matt Chadwick, Senior Planning Officer

Nat Stock, Minors Team Leader

Linda Griffiths, Principal Planning Officer

Amy Jones, Trainee Solicitor

Aaron Hetherington, Democratic and Elections Officer

3 **Declarations of Interest**

9. Land Adj To Cotswold Country Club And South Of Properties On, Bunkers Hill, Shipton On Cherwell.

Councillor Alan MacKenzie-Wintle, Declaration, as the applicant was known to him and would therefore leave the chamber for the duration of the item.

10. OS Parcel 9100 Adjoining And East Of Last House Adjoining And North Of, Berry Hill Road, Adderbury.

Councillor Alan MacKenzie-Wintle, Declaration, as the applicant was known to him and would therefore leave the chamber for the duration of the item.

Councillor Chris Heath, Declaration, as the applicant was known to her and would therefore leave the chamber for the duration of the item.

11. Woodpiece Road, Upper Arncott.

Councillor Colin Clarke, Declaration, as a member of the Executive and therefore would leave the chamber for the duration of the item.

Councillor G A Reynolds, Declaration, as a member of the Executive and therefore would leave the chamber for the duration of the item.

Councillor Lynn Pratt, Declaration, as a member of the Executive and therefore would leave the chamber for the duration of the item.

Councillor Richard Mould, Declaration, as a member of the Executive and therefore would leave the chamber for the duration of the item.

15. Graven Hill: MOD Bicester Sites D & E, Ambrosden Road Upper Arncott, Deed of Variation to Section 106 Legal Agreement.

Councillor Colin Clarke, Declaration, as a member of the Executive and therefore would leave the chamber for the duration of the item.

Councillor G A Reynolds, Declaration, as a member of the Executive and therefore would leave the chamber for the duration of the item.

Councillor Lynn Pratt, Declaration, as a member of the Executive and therefore would leave the chamber for the duration of the item.

Councillor Richard Mould, Declaration, as a member of the Executive and therefore would leave the chamber for the duration of the item.

Councillor David Hughes, Declaration, as a Non-Executive Director of Graven Hill Holding Company (Holdco) and would leave the chamber for the duration of the item.

4 Requests to Address the Meeting

The Chairman advised that requests to address the meeting would be dealt with at each item.

5 Urgent Business

There were no items of urgent business.

6 Minutes

The Minutes of the meetings held on 12 April 2018 and 15 May 2018 were agreed as a correct record and signed by the Chairman.

7 Chairman's Announcements

The Chairman made the following announcement:

- Under the Openness of Local Government Bodies Regulations 2014, members of the public were permitted to film, broadcast and report on the meeting, subject to the efficient running of the meeting not being affected.
- 2. The Chairman advised that he had agreed to amend the running order of the meeting to enable a number of councillors to attend further meetings that evening.

8 Park Farm Agricultural Barn, New Street, Deddington

The Committee considered application 18/00098/F for the conversion of an existing barn and associated out-building/stables to residential use including raising the roof of out-building/stables by 860mm and a new single storey extension to rear with living roof at Park Farm Agricultural Barn, New Street, Deddington for Mr & Mrs Bryn Williams.

Councillor Brown addressed the committee as Ward Member. This address also covered the subsequent application 18/00099/LB.

Richard Court, the applicant's architect, addressed the committee in support of the application. This address also covered the subsequent application 18/00099/LB.

In reaching their decision the committee considered the officers' report, presentation and address of the Ward member and public speaker.

Resolved

That application 18/00098/F be refused for the following reason:

1. The proposals, by virtue of their siting, scale and design, would result in incongruous additions to this simple arrangement of traditional buildings of agricultural character and would result in significant and demonstrable harm to the special character and historic significance of the listed building, the setting of adjacent grade II listed building and

the setting of the surrounding Deddington Conservation Area. The less than substantial harm caused is clear, significant and demonstrable and is not outweighed by the proposal's benefits. The proposals therefore conflict with saved Policies H21, C21, C28 and C30 of the Cherwell Local Plan 1996, Policy ESD 15 of the Cherwell Local Plan 2011-2031 Part 1, and Government guidance contained within the National Planning Policy Framework.

9 Park Farm Agricultural Barn, New Street, Deddington

The Committee considered application 18/00099/LB, listed building consent for the conversion of an existing barn and associated out-building/stables to residential use including raising the roof of out-building/stables by 860mm and a new single storey extension to the rear with living roof at Park Farm Agricultural Barn, New Street, Deddington for Mr & Mrs Bryn Williams.

Councillor Brown, addressed the committee as Ward Member. This address also covered the previous application 18/00098/F.

Richard Court, agent for the applicant, addressed the committee in support of the application. This address also covered the previous application 18/00098/F.

In reaching their decision, the committee considered the officers' report, presentation and the address of the Ward member and public speaker.

Resolved

That application 18/00099/LB be approved and that authority be delegated to officers to determine the final wording of conditions.

Land Adj To Cotswold Country Club And South Of Properties On, Bunkers Hill, Shipton On Cherwell

The Committee considered application 17/02148/OUT, an outline application for the demolition of an existing club house, bowling club pavilion and ancillary store and the erection of 10 no. dwellings and access improvements at Land adjacent to Cotswold Country Club and south of properties on Bunkers Hill, at Shipton On Cherwell for Keble Homes Limited.

Julian Philcox and Oliver McGovern, agents for the applicant, addressed the committee in support of the application.

In reaching their decision, the committee considered the officers' report, presentation and written update.

Resolved

That application 17/02148/OUT be refused for the following reasons:

1. The proposal represents development within the countryside where there is no proven need for agriculture or other existing undertaking and the application has not been made on the basis that it is a rural exceptions site. As the proposal cannot be justified on the basis of an identified need, it constitutes unsustainable, new build residential development in a rural location which is divorced from established centres of population, not well served by public transport where residents would be reliant on the use of the private car. The proposal therefore results in an environmentally and socially unsustainable form of development. The development is considered to be prejudicial to the aims of both national and local policy to focus development in areas that will contribute to the general aims of reducing the need to travel by private car. The proposal is therefore contrary to Saved Policies H18 and C8, of the Cherwell Local Plan1996, Policy Villages 1 of the Cherwell Local Plan 2011-2031 and Government guidance contained in the National Planning Policy Framework.

OS Parcel 9100 Adjoining And East Of Last House Adjoining And North Of, Berry Hill Road, Adderbury

The Committee considered application 17/02394/OUT for outline planning permission for up to 55 dwellings with associated landscaping, open space and vehicular access off Berry Hill Road at OS Parcel 9100 adjoining and East of Last House adjoining and North of Berry Hill Road, Adderbury for Hollins Strategic Land LLP.

Councillor McHugh addressed the committee as Ward Member.

In reaching their decision, the committee considered the officers' report, presentation, written update and address of the Ward Member.

Resolved

That application 17/02394/OUT be refused for the following reasons:

1. The development proposed, by reason of its scale and siting beyond the built up limits of the village, in open countryside and taking into account the number of dwellings already permitted in Adderbury as well as Cherwell District Council's ability to demonstrate an upto-date five year housing land supply, is considered to be unnecessary, undesirable and unsustainable development which would undermine the housing strategy and prejudice a more balanced distribution of rural housing growth planned for in the Cherwell Local Plan Part 1. The site itself is in an unsustainable location on the edge of the village, distant from local services and facilities and would result in a development where future occupiers would be highly reliant on the private car for day to day needs. The proposal is therefore unacceptable in principle and contrary to Policies ESD1, SLE4 and Villages 2 of the Cherwell Local Plan (2011-2031) Part 1, Saved Policy H18 of the Cherwell Local Plan 1996 and Government guidance contained within the National Planning Policy Framework.

- 2. The development proposed, by virtue of its poorly integrated relationship with existing built development, its extension beyond the built limits of the village (beyond the Adderbury Settlement Boundary as defined in the Draft Adderbury Neighbourhood Plan Referendum version - 2014 - 2031) causing significant urbanisation and its visual impact on the rural character and appearance of the locality, would cause unacceptable harm to the character and appearance of the area and the rural setting of the village and would fail to reinforce local distinctiveness. It would also result in 'less than substantial' harm to the setting of the Church of St Mary and the harm stemming from the proposals are not considered to be outweighed by any public benefits. The proposal is therefore contrary to Policies ESD13, ESD15 and Villages 2 of the Cherwell Local Plan (2011-2031) Part 1, Saved Policies C8, C27, C28 and C33 of the Cherwell Local Plan 1996, Policy AD1 of the Draft Adderbury Neighbourhood Plan Referendum version - 2014 - 2031 and Government guidance contained within the National Planning Policy Framework.
- 3. The Design and Access Statement and indicative layout submitted as part of the application fails to provide sufficient acceptable detail in respect of the design principles set as a basis for the future detailed consideration of the development proposed. The Local Planning Authority is therefore unable to determine whether the development proposed could be satisfactorily accommodated on the site in a manner that would respect its context, enhance the built environment and properly respond to local distinctiveness. The proposal therefore fails to accord with the requirements of Policy ESD15 of the Cherwell Local Plan (2011-2031) Part 1, Saved Policies C27, C28 and C30 of the Cherwell Local Plan 1996 and Government guidance within the National Planning Policy Framework.
- 4. The submitted Drainage Strategy does not provide sufficient certainty to demonstrate that a drainage strategy based on Sustainable Urban Drainage Systems can be appropriately accommodated to deal with the sustainable discharge of surface water. The proposal is therefore contrary to Policy ESD7 of the Cherwell Local Plan (2011-2031) Part 1 and Government guidance contained within the National Planning Policy Framework.
- 5. In the absence of the completion of a satisfactory Planning Obligation, the Local Planning Authority is not convinced that the necessary infrastructure directly required both on and off site as a result of this development, in the interests of safeguarding public infrastructure, mitigating highway safety concerns, delivering mixed and balanced communities by the provision of affordable housing and securing on site future maintenance arrangements will be provided. This would be contrary to Policy INF1, PSD1, BSC2, BSC9, BSC11 and ESD7 of the adopted Cherwell Local Plan (2011-2031) Part 1 and the advice within the National Planning Policy Framework.

The Committee considered application 17/02569/F for the change of use of land for the creation of car parking spaces at Woodpiece Road, Upper Arncott for Cherwell District Council, Stuart Parkhurst.

In reaching their decision, the committee considered the officers' report, presentation and written update.

Resolved

That application 17/02569/F be approved, subject to the following conditions:

- 1. The development to which this permission relates shall be begun not later than the expiration of three years beginning with the date of this permission.
- 2. Except where otherwise stipulated by conditions attached to this permission, the development shall be carried out strictly in accordance with the application form and drawings numbered A.51,069a, A.51,070a, ACP5-02 Rev 02 and ACP4/5-01 Rev 02.
- 3. Prior to the commencement of the development hereby approved, full details of the means of access between the land and the highway, including, position, layout, construction, drainage and vision splays shall be submitted to and approved in writing by the Local Planning Authority. Thereafter, the means of access shall be constructed and retained in accordance with the approved details.
- 4. Prior to the commencement of the development hereby approved, full specification details (including construction, layout, surfacing and drainage) of the parking and manoeuvring areas shall be submitted to and approved in writing by the Local Planning Authority. Thereafter, and prior to the first occupation of the development, the parking and manoeuvring areas shall be provided on the site in accordance with the approved details and shall be retained unobstructed except for the parking and manoeuvring of vehicles at all times thereafter.
- 5. Prior to the first use of any parking bay shown on Plot 3, a landscaping scheme shall be submitted to and approved in writing by the Local Planning Authority, detailing the proposed tree/shrub planting including their species, number, sizes and positions. The landscaping scheme shall be implemented in accordance with the approved details and retained as such thereafter.
- 6. All planting, seeding or turfing comprised in the approved details of landscaping shall be carried out in accordance with BS 4428:1989 Code of Practice for general landscape operations (excluding hard surfaces), or the most up to date and current British Standard, in the first planting and seeding seasons following the occupation of the building(s) or on the completion of the development, whichever is the sooner. Any trees, herbaceous planting and shrubs which, within a period of five years from the completion of the development die, are removed or become seriously damaged or diseased shall be replaced

in the current/next planting season with others of similar size and species.

13 Symmetry Park, Aylesbury Road A41, Ambrosden

The Committee considered application 18/00091/F for 14,200 sq m of logistics floor space, within class B8, including ancillary class B1 (a) offices (929 sq m), erection of security gatehouse, security fence, sprinkler tank and pump house, with an access road and associated site infrastructure including external service yard, lorry parking, landscaping, amenity open space including 10m green corridor with 3m foot path and cycle link to wider Bicester 12 and storm water drainage infrastructure and private sewage treatment plant at Symmetry Park, Aylesbury Road A41, Ambrosden for Db Symmetry (Bicester Reid) Ltd.

John Broad, on behalf of CPRE, addressed the committee in objection to the application.

Louise Steele, agent for the applicant, addressed the committee in support of the application.

In reaching their decision, the committee considered the officers' report, presentation and written update.

Resolved

That application 18/00091/F be approved and that authority be delegated to the Interim Director for Planning and Regeneration to grant permission subject to:

- I. the applicant entering into an appropriate legal agreement
- II. notification of decision to planning casework unit as it is EIA development and;
- III. the following conditions (and any amendments to the content and final wording of those conditions as deemed necessary):
 - 1. The development to which this permission relates shall be begun not later than the expiration of three years beginning with the date of this permission.
 - Except where otherwise stipulated by condition, the development shall be carried out strictly in accordance with the following plans and documents: Application forms, FRA dared December 2015 prepared by Peter Brett Associates and additional technical notes prepared by Hydrock dated march 2018 revision D.; Archaeological Evaluation Report MK 050/16 by CFA Archaeology Ltd; Design and Access Statement dated January 2018 by PHP Architects; Planning Statement dated January 2018; Biodiversity Method Statement and Management Plan dated March 2017 EDP2606-20d, Energy Statement dated September 2016 by Peter Brett Associates, Phase II Ground Investigation report dated May 2016 16.02.026;

Environmental Statement dated January 2018 PF/9932: Transport Assessment dated April 2016 by Peter Brett Associates; Framework Travel Plan dated December 2016 by Peter Brett Associates and drawing numbers: 4036-B09-011 rev PO3 - Location Plan; 4036-B09-000 Rev PO5 Red Line Plan; 4036-B09-014 rev PO8- Parking details: 4036-B09-001 rev P20-Indicative site masterplan; 4036-B09-013 rev PO8-Fencing details; 4036-B09-008 rev P15-Site layout plan; EDP-2606-123i; 124k; 125i; 126i; 127j; 129c and 128i Soft Landscape Scheme sheets 1-7; 4036-B09-020 Rev PO6 Site Sections; EDP2606/50L illustrative ecology and landscape plan: 4036-BO9-006 Rev PO6; 4036-B09-009 Rev P05-elevations and sections; 4036-B09-012 Rev P01-Gatehouse details: 4036-B09-015 Rev P01-Roof plan: 4036-B09-016 Rev P04-Parameter line comparison plan: 4036-B09-017 P03-Sprinkler installation; 4036-015 rev P20-Parameters plan; Drainage Plans by Hydrock: SYM-HYD-XX-XX-DR-C-0001 Rev P3; 0002 rev P3; 0003 Rev P2; 0004 Rev P1; 0005 Rev P3; 0006 Rev P1; 0007 Rev P1; 0120 rev P2; 0105 rev T2 and 0104 Rev T2 and vehicle tracking shhets 0009 P2; 0010 P3 and 0011.

- 3. Prior to the commencement of the development hereby approved, full details of the external lighting shall be submitted to and approved in writing by the Local planning Authority. Thereafter, the lighting shall be carried out and retained in accordance with the approved details.
- 4. All planting, seeding or turfing comprised in the approved details of landscaping shall be carried out in accordance with BS 4428:1989 Code of Practice for general landscape operations (excluding hard surfaces), or the most up to date and current British Standard, in the first planting and seeding seasons following the occupation of the building(s) or on the completion of the development, whichever is the sooner. Any trees, herbaceous planting and shrubs which, within a period of five years from the completion of the development die, are removed or become seriously damaged or diseased shall be replaced in the current/next planting season with others of similar size and species.
- 5. Prior to the first occupation of the development hereby approved, a landscape management plan, to include the timing of the implementation of the plan, long term design objectives, management responsibilities, maintenance schedules and procedures for the replacement of failed planting for all landscape areas, shall be submitted to and approved in writing by the Local Planning Authority. Thereafter the landscape management plan shall be carried out in accordance with the approved details.
- 6. All existing topsoil that is disturbed by construction works shall not be removed from the site but shall be carefully removed and stored within the curtilage of the site and, following the completed planting of the landscaping scheme, shall be distributed throughout the completed planting areas.
- 7. The existing hedgerow along the northern and southern boundaries of the site shall be retained and properly maintained, and if any

hedgerow plant dies within five years from the completion of the development it shall be replaced and shall thereafter be properly maintained in accordance with this condition.

- 8. No development shall take place [on any phase], including any works of demolition until a Construction Traffic Management Plan has been submitted to, and approved in writing by the Local Planning Authority. The statement shall provide for at a minimum:
 - a) The CTMP must be appropriately titled, include the site and planning permission number;
 - b) The routeing of HGVs, construction traffic and delivery vehicles to and from the site and signed to the necessary standard/requirement, this includes maens of access into the site; details of and approval of any road closures needed during construction details of any traffic management needed during construction details of appropriate signing to accord with the necessary standards/requirements for pedestrians during construction works, including any footpath diversions
 - c) Loading and unloading of plant and materials;
 - d) Storage of plant and materials used in constructing the development, including site compound;
 - e) The erection and maintenance of security hoarding including decorative displays and facilities for public viewing, where appropriate; a regime for inspection and maintenance of all signing, barriers etc contact details of the Project manager and Site Supervisor use of appropriately trained, certified and qualified banksmen for guiding vehicles/unloading etc details of parking for all those involved on the site
 - f) Wheel washing facilities/ road sweeping to prevent mud etc, in vehicle tryres/wheels from migrating onto the adjacent highway;
 - g) Measures to control the emission of dust and dirt during construction:
 - h) A scheme for recycling/ disposing of waste resulting from demolition and construction works;
 - Delivery, demolition and construction working hours which must be outside network peak and school peak hours;
 - j) The approved Construction Traffic Management Plan shall be adhered to throughout the construction period for the development.
- 9. Prior to the first occupation of the development hereby approved, a Travel Plan, prepared in accordance with the Department of Transport's Best Practice Guidance Note "Using the Planning Process to Secure Travel Plans" and its subsequent amendments, shall be submitted to and approved in writing by the Local Planning Authority. The plan shall incorporate site specific details of the means of regulating the use of private cars related to the development in favour of other modes of transport and the means of implementation and methods of monitoring. Thereafter, the approved Travel Plan shall be implemented and operated in accordance with the approved details.
- Development shall not begin until a surface water drainage scheme for the site, based on sustainable drainage principles and an assessment

of the hydrological and hydro-geological context of the development, has been submitted to and approved in writing by the Local Planning Authority. The scheme shall subsequently be implemented in accordance with the approved details before the development is completed. This scheme shall include.....(see OCC)

- 11. No piling shall take place until a piling method statement (detailing the depth and type of piling to be undertaken and the methodology by which such piling will be carried out, including measures to prevent and minimise the potential for damage to surface water infrastructure, and the programme for the works), has been submitted to and approved in writing by the Local Planning Authority in consultation with Thames Water. Any piling must be undertaken in accordance with the terms of the approved piling method statement.
- 12. The development permitted by this planning permission shall be carried out in accordance with the approved Flood Risk assessment (FRA)(May 2016/32765/3006/Peter Brett), Drainage Design Statement (April 2016/32765/2006/001/Peter Brett), technical note 32765-2004-TN002 and the following mitigation measures detailed within the FRA statement:
 - a) Limiting the surface water run-off generated by the 1 in 100 year critical storm to 5 litres per second so that it will not exceed the run-off from the undeveloped site and not increase the risk of flooding off-site
 - b) Provision of underground storage tank and swale as shown on drawing number 32765-2006-001 Rev B
 - c) Provision of flood storage as shown on drawing number 32765-2006-001 rev B
 - d) Hydrocarbon interceptor and wastewater treatment centre as detailed in the Drainage design Statement (April 2016/32765/2006/001 Peter Brett) and technical note 32765-2004-TN002.
 - The mitigation measures shall be fully implemented prior to occupation and subsequently in accordance with the timing/phasing arrangements embodied within the scheme, or within any other period as may subsequently be agreed, in writing by the local planning authority.
- 13. Prior to the formation of the first slab level, a scheme for sustainable urban drainage (SUDS) shall be submitted to and approved in writing by the local planning authority in accordance with a SUDS maintenance and Management Plan for the development in Zone 1 in accordance with the approved Flood Risk assessment (FRA) (May 2016/32765/3006/Peter Brett), Drainage Design Statement (April 2016/32765/2006/001/Peter Brett), technical note 32765-2004-TN002. This shall include a comprehensive maintenance schedule; a site plan showing the location of SUDS features and details; maintenance areas, location of outfalls. Responsibility for the management and maintenance of each element of the SUDS scheme will be detailed within the Management Plan. A health and safety plan will be provided where risks are involved in any maintenance activity.

The scheme shall be implemented in accordance with the approved details.

- 14. No goods, materials, plant or machinery shall be stored, repaired, operated or displayed in the open without the prior express planning consent of the Local Planning Authority.
- 15. Prior to the commencement of the development full details of the green infrastructure and footpath/cycle links from this site into the adjoining Bicester 12 site and to the A41 footpath shall be submitted to and approved in writing by the Local Planning Authority. This route shall be provided in accordance with the details so approved prior to the first occupation of the building hereby approved.
- 16. Cumulative noise output from any mechanical ventilation or fixed plant associated with the development shall be noise attenuated or mitigated so that it achieves the following levels at 1m from the nearest receptors (listed below):
 - a) Daytime (0.700-23.00)
 - i) Wretchwick Farm Cottages and Wretchwick Farm: 43dB LAeq
 - ii) Little Wretchwick Farm: 34dB LAeq
 - b) Night time (23.00-07.00)
 - i) Wretchwick Farm Cottages and Wretchwick farm: 31dB LAeq
 - ii) Little Wretchwick Farm: 28dB LAeq
- 17. Prior to the commencement of the development hereby permitted, a comprehensive intrusive investigation in order to characterise the type, nature and extent of contamination present, the risks to receptors and to inform the remediation strategy proposals shall be documented as a report undertaken by a competent person and in accordance with DEFRA and the Environment Agency's 'Model procedures for the Management of Land Contamination, CLR 11' and submitted to and approved in writing by the Local Planning Authority. No development shall take place until the Local Planning Authority has given its written approval that it is satisfied that the risk from contamination has been adequately characterised by this submission.
- 18. If contamination is found by undertaking the work carried out under condition 34, prior to the commencement of the development hereby permitted, a scheme of remediation and/or monitoring to ensure the site is suitable for its proposed use shall be prepared by a competent person and in accordance with DEFRA and the Environment Agency's 'Model Procedures for the Management of Land Contamination, CLR 11' and submitted to and approved in writing by the Local Planning Authority. No development shall take place until the Local Planning Authority has given its written approval of the scheme of remediation and/or monitoring required by this condition.
- 19. If remedial works have been identified in condition 20, the development shall not be occupied until the remedial works have been carried out in accordance with the scheme approved under condition 20. A verification report that demonstrates the effectiveness of the

- remediation carried out must be submitted to and approved in writing by the Local Planning Authority.
- 20. If, during development, contamination not previously identified is found to be present at the site, no further development shall be carried out until full details of a remediation strategy detailing how the unsuspected contamination shall be dealt with has been submitted to and approved in writing by the Local Planning Authority. Thereafter the remediation strategy shall be carried out in accordance with the approved details.
- 21. Prior to any demolition on the site and the commencement of the development and following the approval of the first stage Written Scheme of Investigation produced by CFA Archaeology and submitted with this application, a programme of archaeological evaluation, investigation and recording of the application area shall be carried out by the commissioned archaeological organisation in accordance with the approved first stage Written Scheme of Investigation.
- 22. Prior to, and within two months of, the commencement of the development, the site shall be thoroughly checked by a suitably qualified ecologist to ensure that no protected species, which could be harmed by the development, have moved on to the site since the previous surveys were carried out. Should any protected species be found during this check, full details of mitigation measures to prevent their harm shall be submitted to and approved in writing by the Local Planning Authority. Thereafter the development shall be carried out in accordance with the approved mitigation scheme.
- 23. No removal of hedgerows, trees or shrubs nor works to, or demolition of buildings or structures that may be used by breeding birds, shall take place between 1 March and 31 August inclusive, unless the Local Planning Authority has confirmed in writing that such works can proceed, based on health and safety reasons in the case of a dangerous tree, or the submission of a recent survey (no older than one month) that has been undertaken by a competent ecologist to assess the nesting bird activity on site, together with details of measures to protect the nesting bird interest on the site.
- 24. Prior to the commencement of the development hereby approved, including any demolition, and any works of site clearance, a method statement for enhancing biodiversity shall be submitted to and approved in writing by the Local Planning Authority. Thereafter, the biodiversity enhancement measures shall be carried out and retained in accordance with the approved details.
- 25. Prior to the commencement of the development, including any demolition and any works of site clearance, full details of the role, responsibilities and operations to be overseen by a qualified supervising ecologist shall be submitted to and approved in writing by the Local Planning Authority. Thereafter, the development shall be

overseen by the qualified ecologist in accordance with the approved details.

- 26. Prior to the first occupation of the building, a strategy shall be submitted to and agreed in writing by the Local Planning Authority which sets out how Apprenticeships and Training Opportunities will be provided during construction and by the occupiers of the unit. The strategy shall include details of the number of apprenticeships and training posts, over what period of time they may be employed, where the apprentices may be placed within the company and where the apprentices may be taken from. The strategy will be implemented in accordance with the approved details.
- 27. Prior to the commencement of any development on the site, a detailed Energy Strategy shall be submitted to and agreed in writing by the Local Planning Authority. The strategy shall include:
 - o How climate change adaption measures will be incorporated
 - o How the development design will reflect fabric efficiency in its constructions
 - o Increased energy efficiency
 - o Sustainable construction
 - o District heating /combined heat and power feasibility study
 - o Renewable energy

The agreed energy strategy shall ensure that all buildings hereby approved are constructed to at least BREEAM 'Very Good' standard.

The development thereafter shall be carried out in accordance with the agreed strategy.

- 28. All buildings hereby approved shall be constructed to at least BREEAM 'Very Good' standard.
- 29. The building hereby approved shall provide electricity charging points for cars within the site, in accordance with the details hereby approved, prior to the first occupation of the building on the development. The development shall be carried out in accordance with the approved details and thereafter retained and maintained in accordance with the approved plans.

14 The Oxfordshire Inn, Meadow Walk, Heathfield, Kidlington, OX5 3FG

The Committee considered application 18/00302/F for the conversion of an existing building to provide 15no. serviced apartments (use class C1) at The Oxfordshire Inn, Meadow Walk, Heathfield, Kidlington, OX5 3FG for Investfront Ltd.

Neil Davis, agent for the applicant, addressed the committee in support of the application.

In reaching their decision, the committee considered the officers' report, presentation and written update.

Resolved

That application 18/00302/F be refused for the following reasons:

- 1. The proposed development, by virtue of its use and scale, would lead to the creation of serviced apartments in a geographically and environmentally unsustainable location which is poorly located in related to services, facilities and public transport connections. The proposal would not result in development which seeks to reduce the need to travel and fails to demonstrate a sequential approach to site selection. The development is therefore contrary to Policy ESD1, SLE2 and SLE3 of the Cherwell Local Plan Part 1 (2015) and government guidance in the National Planning Policy Framework which seeks to manage growth in a sustainable manner and reduce the need to travel.
- 2. The proposed development, by virtue of the creation of the new amenity space and bin and cycle stores, would constitute 'inappropriate development' in the Oxford Green Belt which is by definition harmful. It would also result in harm to the openness of the Green Belt. No very special circumstances exists which clearly outweigh this harm. The development is therefore contrary to Policy ESD14 of the Cherwell Local Plan Part 1 (2015) and government guidance in the National Planning Policy Framework.
- 3. The proposed development, by virtue of the siting, design and prominent position of the proposed bin store, would detrimentally impact on the rural character and appearance of the area. The development is therefore contrary to Policy ESD15 of the Cherwell Local Plan Part 1 (2015) and government guidance in the National Planning Policy Framework.
- 4. The proposed development, by virtue of the proposed use of the building and relationship with the adjacent equestrian use to the north of the site, would result in unacceptable levels of amenity for future occupants of the serviced apartments and occupants/users of the adjacent equestrian use. The proposal is therefore contrary to Policy ESD15 of the Cherwell Local Plan Part 1 (2015) and government guidance in the National Planning Policy Framework.

Land To The North West Of Old Farm House Adjoining Orchard Piece, Mollington

The Committee considered application 18/00473/F for the development of a site to create 3 dwellings at Land to the North West Of Old Farm House Adjoining Orchard Piece, Mollington for Mr Richard Walker.

Councillor John Summers, Chairman to Mollington Parish Council, addressed the committee in objection to the application.

In reaching their decision, the committee considered the officers' report, presentation and address of the public speaker.

Resolved

That application 18/00473/F be refused for the following reasons:

- 1. In the absence of an assessment of its significance or any justification for its removal, the proposed development would cause significant harm to the significance of the curtilage listed outbuilding through its removal and demolition. This would cause less than substantial harm to the listed building and no public benefits would be provided. The proposal would therefore fail to comply with Policy ESD15 of the Cherwell Local Plan 2011 2031 Part 1, Saved Policy C18 of the Cherwell Local Plan 1996 and Government guidance contained within the National Planning Policy Framework.
- 2. The proposed development would cause significant and demonstrable harm to an important undeveloped gap on Orchard Piece which contributes to the rural character of the conservation area and provides an important visual link to the open countryside to the south. The proposal would cause significant and demonstrable harm to the visual amenities of the locality and the appearance and character of the Mollington Conservation Area and would therefore fail to comply with Policy ESD15 of the Cherwell Local Plan 2011 2031 Part 1, saved Policies C23, C28 and C33 of the Cherwell Local Plan 1996 and Government guidance contained within the National Planning Policy Framework.
- 3. The access from which it is proposed to serve the development is substandard in vision terms and its use for the purpose proposed would result in a detriment to the safety of other road users. The development would fail to provide a safe and suitable access and would cause a hazard and a detriment to highway safety, contrary to Government guidance contained within the National Planning Policy Framework.
- 4. In the absence of an ecological survey, it has not been demonstrated that the proposed development would not cause potentially irreversible and significant harm and disturbance to protected species on the site, including Great Crested Newts and reptiles. The development would therefore fail to comply with Policy ESD10 of the Cherwell Local Plan 2011 2031 Part 1 and Government guidance contained within the National Planning Policy Framework.

16 Graven Hill: MOD Bicester Sites D & E, Ambrosden Road Upper Arncott, Deed of Variation to Section 106 Legal Agreement

Prior to consideration if the application, having declared an interest in the item and advising he would leave the meeting for the duration of the item, the Chairman proposed that Councillor Heath take the chair for this item. Councillor Clarke seconded the proposal.

On being put to the vote, the Committee duly agreed and Councillor Heath took the Chair.

The Interim Director Planning and Regeneration submitted a report which informed the Planning Committee of proposed amendments to the signed Section 106 Agreement, and as part of a draft Deed of Variation, relating to the outline planning permission approved under 16/01802/OUT and relating to the development at Graven Hill. The report also sought delegated authority from Planning Committee for Officer's to continue any required negotiation and arrange for the Deed of Variation to be signed by all parties.

Resolved

- (1) That the proposed amendments to the Section 106 Agreement (as detailed in the annex to the Minutes as set out in the Minute Book) be noted.
- (2) That agreement be given to the proposed amendments to the Section 106 Agreement (as detailed in the annex to the Minutes as set out in the Minute Book) and to form a draft Deed of Variation to the signed Section 106 Agreement.
- (3) That authority be delegated to Officers for the final negotiation of the detailed Deed of Variation and signing by all parties be agreed.

At the conclusion of the item, the Chairman rejoined the meeting and retook the Chair.

17 Appeals Progress Report

The Interim Director of Planning and Regeneration submitted a report which informed Members on applications which had been determined by the Council, where new appeals have been lodged, public Inquiries/hearings scheduled or appeal results achieved.

Resolved

The meeting ended at 7.30 pm

Chairman:

Date:

Cherwell District Council

Planning Committee

24 May 2018

Graven Hill: MOD Bicester Sites D & E
Ambrosden Road Upper Arncott.

Deed of Variation to Section 106 Legal Agreement

Report of the Interim Director Planning and Regeneration

This report is public

Purpose of Report

The purpose of this report is twofold:

- (a) To inform Planning Committee of the proposed amendments to the signed Section 106 Agreement, set out in the report below and as part of a draft Deed of Variation, relating to the outline planning permission approved under 16/01802/OUT and relating to the development at Graven Hill.
- (b) To seek delegated authority from Planning Committee for Officer's to continue any required negotiation and arrange for the Deed of Variation to be signed by all parties.

1.0 Recommendations

The meeting is recommended:

- 1.1 To note the proposed amendments to the Section 106 Agreement explained as detailed in the report.
- 1.2 To agree the proposed amendments to the Section 106 Agreement set out in the report and to form a draft Deed of Variation to the signed Section 106 Agreement.
- 1.3 To agree authority be delegated to Officers for the final negotiation of the detailed Deed of Variation and signing by all parties.

2.0 Introduction

2.1 Outline planning permission was originally granted under planning reference 11/01494/OUT and the Section 106 agreement signed on 8 August 2014. A report

detailing the Heads of Terms of the original agreement was presented to Planning Committee on 27 February 2014 and at this meeting it was agreed by Planning Committee for authority to be given to officers for the final negotiations of the Section 106, before it was signed on 8 August 2014.

- 2.2 The signed Section 106 agreement secures the following items:
 - Affordable Housing
 - Sports Pitches
 - Allotments
 - Amenity Space
 - Play areas
 - Woodland future maintenance
 - Public Art
 - On site Refuse and Recycling
 - Cemetery
 - Thames Valley Police
 - SUDs and Balancing Ponds
 - Primary School
 - County Council Financial Contributions
 - On site Highway Works
 - Off site Highway Works
 - County Council Transport Contributions
 - Bond
- 2.3 At the time the agreement was signed it was unclear as to whether the development would come forward as a standard market housing development or as a site which would deliver self-build housing. In order to allow for both scenarios the final signed agreement included a definition at paragraph 9.1 which defines occupation triggers in respect of self-build as being at the point the serviced self-build plot is sold to the self builder. In relation to any standard market housing delivered on the site, occupation triggers would be in the standard sense, at the point the property was complete and ready for occupation.
- 2.3 Since the original agreement was signed on the 8th August 2014, a Local Development Order has been adopted for the delivery of self-build development at the site and development is well under way on phase 0 and phase 1 of the development. Therefore, it is now clear that the development is intending to deliver a large proportion of self-build and custom build housing at this site.

3.0 Report Details

3.1 The development has now commenced on site, with the development well under way and nearing completion on phase 0 and development under way on phase 1. It has become clear that the development being delivered on the site is a mixture of pure self build housing (a self builder purchasers the serviced plot and erects a dwelling themselves) and custom build housing (an individual who engages a custom build company to carry out and complete the construction of a dwelling for use as their primary residence).

3.2 Currently under the existing signed Section 106 Agreement all the self-build and custom build units that are sold are triggering obligations at the point of sale, based on the current definitions within the Section 106 agreement. However, it is likely that actual complete occupations of these plots would take place 12 - 24 months following the sale of the land. Therefore, the obligations secured under the current Section 106 agreement are in some cases being triggered too early. The current Section 106 agreement does not comprise definitions for self-build and custom build and therefore this is one of the main amendments proposed as part of the draft Deed of Variation.

Definitions

- 3.3 The Deed of Variation to the signed S106 agreement at Graven Hill seeks to include the following definitions of Self Builder, Custom Builder and Custom Build Company. This will allow the self build triggers set out at paragraph 9.1 of the Section 106 agreement to relate only to pure self-build units. Custom build units will trigger the obligations at the point the plot is finished and ready for occupation.
 - The definition of "Self Builder" in clause 1 shall be deleted and replaced with the following: "Self Builder" means an individual or group of individuals who intend to carry out and complete the construction of a Dwelling or Dwellings on Self Build Plots for use as their primary residence and who will become a freehold owner, or owner of a long lease of not less than 99 years duration, of the Self Build Plot and the term "Self Builder" shall be construed accordingly provided that this term shall not include a Custom Builder;"
 - A new definition of "Custom Builder" shall be included in clause 1 after the definition of "Construction Start Date" and shall include the following: "Custom Builder" means an individual or group of individuals who engage a Custom Build Company to carry out and complete the construction of a Dwelling or Dwellings for use as their primary residence and who will become a freehold owner, or owner of a long lease of not less than 99 years duration. This could include a fully commissioned home or fitting out a previously constructed shell. The term "Custom Build" shall be construed accordingly."
 - A new definition of "Custom Build Company" shall be included in clause 1
 after the definition of "Custom Builder" with the following: " "Custom Build
 Company" means the owner, or a company authorised by the Owner,
 which supplies and erects dwellings for Custom Builders".
- 3.4 The existing signed Section 106 agreement at page 2 under 'Definitions' sets out a definition for "Bond". This definition is to be amended to allow for a letter of guarantee to be used in place of a bond in the event the owner is a wholly owned company of the District Council. The requirement for a letter of guarantee has been introduced here because the District Council as land owner are unable to put a bond in place with GHVDC as a Council owned company, as the District Council

would be putting a bond in place with themselves. The definition shall therefore read as follows:

- ""Bond" means a bond from a reputable financial institution (or from the District Council in the event the Owner is a wholly owned company of the District Council) satisfactory to the County Council or the District Council in the form of or substantially in the form of the drafts appended at Appendix 6 and the term "Replacement Bond" shall mean any Bond given by a subsequent owner to the District Council and the County Council respectively and shall be interpreted in accordance with the meaning of Clause 13 of this Agreement;"
- 3.5 The Proposed amendments to the definitions within the Section 106 Agreement set out within the draft Deed of Variation are considered acceptable and meet the requirements of paragraph 204 of the National Planning Policy Framework.

Phase 0

- 3.6 The Deed of Variation seeks to introduce a new clause to exclude Phase 0 of the development, from any obligation within the Section 106 agreement. Phase 0 comprises 10 pioneer plots which were identified as plots which could be delivered early as a way of testing the process involved in delivering self-build on the site and applying the Local Development Order.
- 3.7 The Development Company identified that the early delivery of phase 0 was triggering a number of obligations at the point the development commenced on this part of the site. However, with a very small number of units on this phase and due to the self-build nature of these units, with actual occupations of the units potentially taking place 12-24 months after the plot is sold, the required obligations under the current Section 106 agreement, were not considered to be justified at this early stage. The removal of phase 0 from the occupation triggers is therefore considered acceptable.

Schedule 3 (Affordable Housing)

3.8 Amend the definitions of "Lifetime Homes Standards" and "Wheel Chair Standard" to ensure reference to up to date standards.

Schedule 4 (Sports Pitches)

- 3.9 Schedule 4 is proposed to be amended to secure the submission of the changing pavilion specification and sports pitch specification before construction on Land Transfer Area 2.
- 3.10 Under the current S106 Agreement these two specifications are required before any construction on the site, but the Development Company do not get the land where the sports pitches are proposed until Land Transfer Area 2 is within their ownership (post summer 2019). Therefore, the amended timing of these specifications coming forward before construction on Land Transfer Area 2 is considered acceptable and more affective.

Schedule 9 (Woodland)

- 3.11 The existing signed Section 106 Agreement secures a Woodland commuted sum for the future management and maintenance of the hill top woodland at Graven Hill which is shown on drawing A-L-040 Rev G.
- 3.12 Following remapping of the woodland area across the site it was found that the original woodland area used to calculate the woodland commuted sum in 2014 was mapped to areas of woodland outside the hilltop which were not intended to be captured by schedule 9. Schedule 9 was to secure management and maintenance of the hilltop woodland only. The new mapping now shown on drawing A-L-040 Rev AB shows the hill top ancient woodland covering an area of 276,400m2. Also in addition to this since the woodland commuted sum was calculated in 2014 the contract rates have reduced. Therefore a new calculation has been carried out and reduced the total woodland commuted sum to £2,595,393. Therefore, Schedule 9 is therefore to be amended to remove reference to £6,619,440 and replace it with the revised figure of £2,595,393.
- 3.13 Schedule 9 is also to be amended to introduce a phased approached to submitting the detailed scheme for the layout and maintenance of the woodland and approval by the District Council. This phased approach will ensure the detail of the woodland management and maintenance being provided to the District Council at an appropriate time in the developments delivery. The amendments proposed to Schedule 9 have been discussed with the District Councils Landscape Services Manager who is content with the position set out above.

County Council Obligations

3.14 Schedule 15 (Primary School), Schedule 16 (County Council Contributions – Non Transport), Schedule 17 (On Site Highway Works and Schedule 18 (Off Site Highway Works) are all secured obligations with the County Council. The County Council have been involved in the negotiations that have taken place regarding the proposed amendments to the Section 106 Agreement and the preparation of a draft Deed of Variation and the paragraphs below will deal with these County Council matters.

Schedule 15 (Primary School)

- 3.15 The signed Section S106 Agreement current secures the letting of the building contract for the Primary School Works to be in place before the occupation of 150 dwellings. As part of the proposed Deed of Variation negotiations are taking place between Graven Hill Village Development Company (GHVDC) and Oxfordshire County Council and Cherwell District Council in respect of the timing and delivery of the Primary School.
- 3.16 The draft Deed of Variation seeks to introduce a new definition of Primary School Delivery Programme and seeks to secure the primary school delivery in accordance with the approved Primary School Delivery Programme. Discussions are continuing between the Graven Hill Development Company, the County Council and the

District Council to reach an acceptable position for all parties in relation to the primary school provision.

Schedule 16 (County Council Contributions - Non Transport)

3.17 The draft Deed of Variation seeks to reduce the commuted sums secured in relation County Council Contributions. This reduction is sought because the original calculations in 2014 were based on the total delivery of 1900 units on the site. Since then the Masterplan has been approved and shows the delivery of 1741 units across the residential phases of Graven Hill. Therefore, reductions are sought within the financial contributions payable to the County Council to represent the reduction in unit numbers to be delivered. The principle of reducing the commuted sums is therefore acceptable in principle. However, discussions are taking place to finalise appropriate reduced figures which represent the approximate 10% reduction in unit numbers.

Schedule 17 (on site highway works)

- 3.18 Schedule 17 of the signed Section 106 Agreement currently secures the on-site highway works which includes the delivery of a spine road, including buses, through Land Transfer Area 1 (before 100 occupations) and a spine road, including buses, through Land Transfer Area 2 (within 18 months of obtaining vacant possession of Land Transfer Area 2).
- 3.19 The draft Deed of Variation seeks to introduce new definitions and new plans to define the following:
 - Final Bus Route (Drawing A-L-550 Rev H)
 - Temporary Bus Route Phase 1(a) to be provided before the 61st occupation (drawing A-L-556)
 - Temporary Bus Route Phase 1(b) to be provided before the 176th occupation (Drawing A-L-549 Rev B)
 - Land Transfer Area 1 Phase 1(a) Spine Road to be provided before the 100th occupation (shown pink on drawing A-L-553 Rev D)
 - Land Transfer Area 1 Phase 1(b) Spine Road to be provided before the 176th occupation (shown green on drawing A-L-553 Rev D)
 - Land Transfer Area 1 Spine Road shall comprise of Land Transfer Area Phase 1(a) Spine Road and Land Transfer Area1 Phase 1(b) Spine Road. These new definitions are being introduced to allow for a temporary spine road and bus routes arrangements on the early phases prior to the Land Transfer Area 1 Spine Road being provided and the Land Transfer Area 2 Spine Road being provided.

3.20 Positive discussions are taking place between Graven Hill Village Development Company, the County Council and the District Council to finalise the wording in relation to the amendments to Schedule 17. The amendments proposed in relation to the spine road and bus routes delivery on phase 1a and phase 1b are considered acceptable in relation to paragraph 204 of the National Planning Policy Framework.

Schedule 18 (off site highway works)

- 3.21 Schedule 18 of the signed Section 106 Agreement secures the off-site highway works required to mitigate the impact of the development. These works comprise the improvements to the Rodney House roundabout to provide safe vehicle and pedestrian access to the site from the A41/A4421/B4100 junction.
- 3.22 The draft Deed of Variation seeks to introduce new definitions into Schedule 18 to include the following:
 - Temporary Off Site Pedestrian and Cyclist Crossing
 - Temporary Crossing Plan shown on drawing 1545 and 1546

This is a temporary crossing arrangement at the Rodney House roundabout for the duration of the off-site highway works and is to be provided prior to the first occupation on the Graven Hill Development. This is to ensure that suitable crossing arrangements are provided for the duration of the works and prior to the crossing provision provided as part of the approved Rodney House roundabout works.

3.23 Schedule 18 is also to be amended at paragraph 1.2 to ensure the off-site highway works at Rodney House roundabout are completed prior to the 110th dwelling being occupied on the Graven Hill site. The amended timing to provide the off-site highway works at Rodney House roundabout and the provision for a temporary crossing arrangement is considered acceptable and positive discussions are continuing between Graven Hill Village Development Company, Cherwell District Council and the County Council regarding the detailed wording of Schedule 18.

4.0 Conclusion and Reasons for Recommendations

4.1 The proposed amendments to the signed Section 106 Agreement relating to land at Graven Hill, set out in the report above, are considered appropriate to mitigate the impacts of the proposed development in accordance with test within paragraph 204 of the National Planning Policy Framework and the CIL Regulations. This report seeks authority from Planning Committee to agree the changes as set out above and to authorise Officer's to continue further discussion and negotiation as required between Graven Hill Village Development Company, Cherwell District Council and Oxfordshire County Council to finalise the draft Deed of Variation and arrange signing by all parties.

5.0 Alternative Options and Reasons for Rejection

5.1 The following alternative option has been identified and rejected for the reasons as set out below.

5.2 Alternative Option 1 – To not agree the proposed amendments to be set out in a Deed of Variation to the Section 106 Agreement and explained above. Option 1 has been rejected as continuing to deliver development at Graven Hill in accordance with the signed Section 106 Agreement would lead to occupations at Graven Hill triggering obligations and payments too early in the development. This is due to the self-build nature of the development which triggers obligations at the point the plot is sold and occupations of those self-build plots actually taking place between 12 months and 24 months later.

6.0 Implications

Financial and Resource Implications

6.1 There are no financial and resource implications identified.

Comments checked by: Denise Taylor, Group Accountant, 01295 221982, Denise.Taylor@cherwellandsouthnorthants.gov.uk

Legal Implications

6.2 The proposed amendments are necessary to allow custom build on the scheme, to deal with the situation that the Council cannot bond with itself and to allow for the phased transfer of the site from the MOD. Officers consider that the amendments meet the tests in the NPPF and the CIL Regulations. The County Council have agreed the proposed amendments to their schedules. Both Councils' legal teams have been involved in the drafting of the deed of variation."

Comments checked by: Nigel Bell, Team Leader – Planning and Litigation, 01295 221687, Nigel.Bell@cherwellandsouthnorthants.gov.uk

Risk Management

6.3 There are no risks arising from accepting the recommendation.

Comments checked by: Nigel Bell, Team Leader – Planning and Litigation, 01295 221687, Nigel.Bell@cherwellandsouthnorthants.gov.uk

7.0 Decision Information

Wards Affected

Bicester South and Ambrosden

Links to Corporate Plan and Policy Framework

A district of opportunity

Lead Councillor

Councillor Colin Clark, Lead Member for Planning

Document Information

Appendix No	Title
None	
Background Papers	
None	
Report Author	Emily Shaw, Principal Planning Officer
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