Planning Application Reference:	**LU/182/99/**
Document Type:	**Section 106 agreement**
Date of Agreement:	**25th June 2001**

NB: Text in bold to be included in free text field.

Guidelines for Blocking

Check thoroughly for **names with addresses** and block.
Check **maps** for signatures and block.
Check throughout for **signatures** and block.

Please return original to s106 Monitoring Officer

5

DATED Twenty Fifth June 2001

ARUN DISTRICT COUNCIL

- and -

WEST SUSSEX COUNTY COUNCIL

- and -

MINISTER OF AGRICULTURE, FISHERIES & FOOD

AGREEMENT

under Section 299A of the Town & Country Planning Act 1990 relating to Land at the Former Royal Horticultural Institute [HRI], Worthing Road, Littlehampton in the County of West Sussex

Delwyn Jones LLB
Planning Solicitor
Arun District Council
Arun Civic Centre
Maltravers Road
LITTLEHAMPTON
West Sussex
BN17 5LF
[01903 737500]

Ref: LU/182/99

THIS DEED is made the 14th day of June 2001

BETWEEN

1. [redacted]

2. [redacted]
[WSCC]

3 [redacted]

WHEREAS:-

RECITALS

1. ADC is the Local Planning Authority for the purposes of this Deed for the administrative district within which the land described in the First Schedule ["the Land"] is situated and by whom the obligations contained in this Deed are enforceable.

2. WSCC is the Local Planning Authority for the administrative County within which the Land is situated and is also the relevant Highway Authority, Education Authority and Library Authority for the said County and is the relevant authority for the purposes of enforcing the covenants made in its favour and hereinafter contained.

3. The Owner is the owner in fee simple in possession [free from Financial encumbrances] of the Land.

4. The Owner has by application dated 23rd July 1999 ["the Planning Application"] applied to ADC for permission to develop the Land in the manner and for the uses set out in the Planning Application and in the plans specifications and particulars deposited with ADC and forming part of the Planning Application more particularly set out in the Second Schedule ["the Development"].

5. ADC has decided to grant planning permission for the Development in accordance with the Planning Application subject to the making of this Agreement without which planning permission for the development would not have been granted.

NOW THIS DEED is made in pursuance of Section 299A Town & Country Planning Act 1990 and is a planning obligation for the purposes of that section and Sections 111, 120 and 123 of the Local Government Act 1972 and WITNESSES as follows:

1. DEFINITIONS

In this Agreement the following expressions shall have the following meanings:-
"Approved Dwelling" means any flat or apartment house or other dwelling to be constructed on the Land pursuant to the Reserved Matters Approval.

"The Commencement of Development" means the carrying out of any material operation as defined in Section 56[4] of the Town & Country Planning Act 1990 [as amended] pursuant to the Planning Permission.

"Commuted Sums" means the Education Contribution and the Library Contribution.

"The Education Contribution" means the sum of £2,712 per Approved Dwelling increased by an amount equal to the proportionate increase in the All In Tender Price Index published by the Building Costs Information Service of the Royal Institute of Chartered Surveyors between the month preceding this Agreement and the month preceding the date of payment of the Education Contribution PROVIDED THAT where the implementation of the Reserved Matters Approval includes the demolition of any Existing Dwellings the number of Approved Dwellings in respect of which the Education Contribution shall be payable shall be reduced by the number of Existing Dwellings which have been or are to be demolished.

"Fire Hydrant" means a Fire Hydrant to be provided in accordance with the guidance set out in the appendix hereto.

"Index" means the most recently published All in Tender Price Index published by the Building Costs Information Service of the Royal Institution of Chartered Surveyors.

"The Library Contribution" means the sum of £131 per Approved Dwelling increased by an amount equal to the proportionate increase in the All In Tender Price Index published by the Building Costs Information Service of the Royal Institute of Chartered Surveyors between the month preceding this Agreement and the month preceding the date of payment of the Library contribution PROVIDED THAT where the implementation of the Reserved Matters Approval includes the demolition of any Existing Dwellings the number of Approved Dwellings in respect of which the Education Contribution shall be payable shall be reduced by the number of Existing Dwellings which have been or are to be demolished.

"Planning Permission" means the Planning Permission granted pursuant to the Planning Application.

"Plan" means those annexed hereto appropriately marked.

"Public Open Space" means areas of open space to be created on the Land in accordance with Clause 1 of the Third Schedule hereto and which are to be available for the benefit of the residents of the dwellings to be erected under the benefit of the Planning Permission on the land

"Reserved Matters Approval" means the [or each if more than one] grant of approval to the Reserved Matters for the Development or part of it pursuant to the terms of the Planning Permission.

2. The Owner covenants with ADC and WSCC to observe and perform the restrictions and/or obligations specified in the Third Schedule.

3. WSCC covenants with the Owner and separately with ADC to discharge its obligations contained in the Fourth Schedule.

4. It is agreed and declared as follows:

4.1 The expressions "ADC", "WSCC" and "the Owner" shall include their successors in title and assigns unless otherwise specified.

4.2 No person shall be liable for breach of a covenant contained in this Agreement after he shall have parted with all interest in the Land or the part in respect of which such breach occurs but without prejudice to liability for any subsisting breach of covenant prior to parting with such interest.

4.3 The covenants contained in this Agreement shall take effect on the later of:

[i] upon the date specified by the Owner in a written notice served upon the Council as the date of commencement of development;

PLANA

ARUN DISTRICT COUNCIL

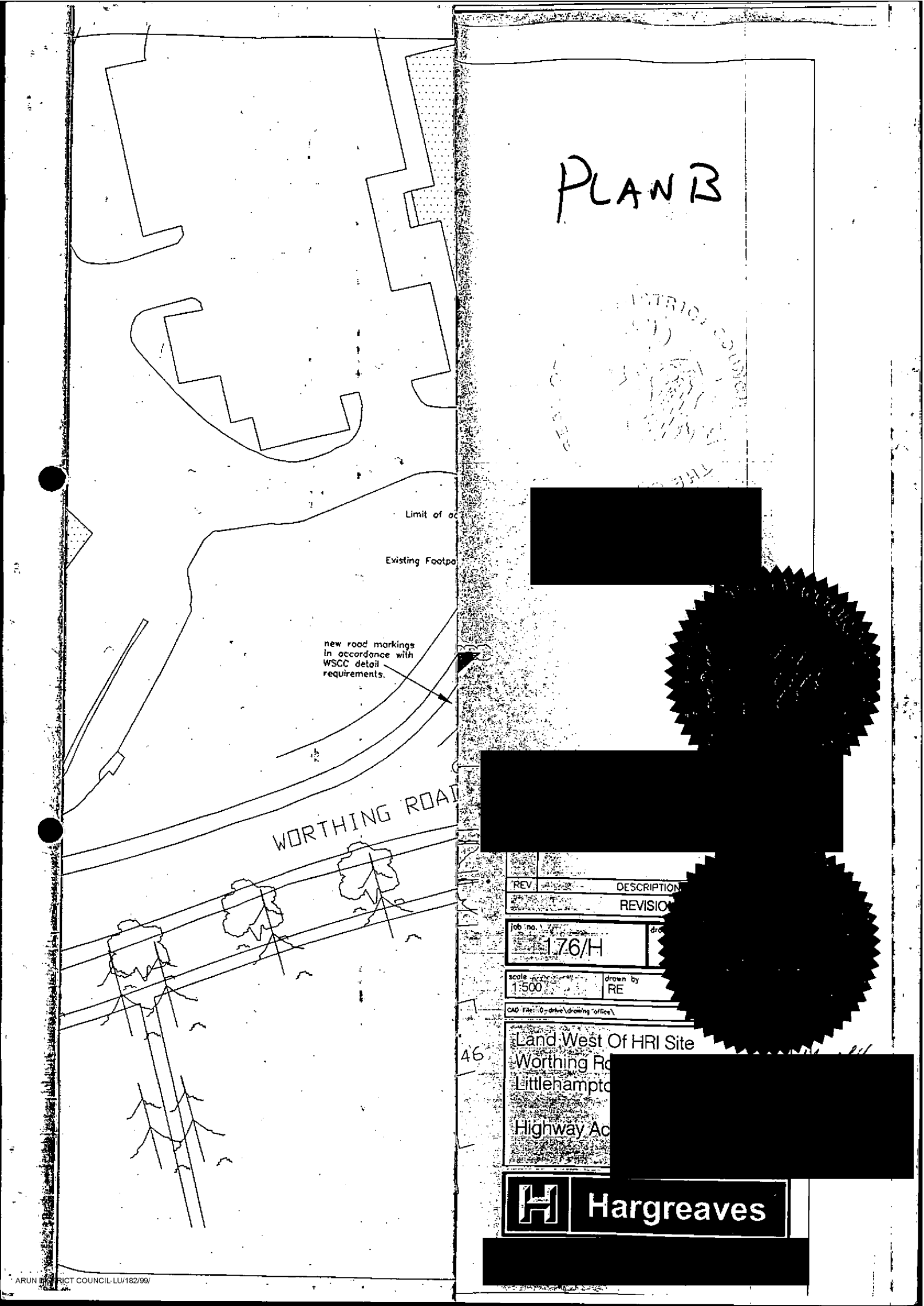
Paul Collins
Head of Planning Services
Arun Civic Centre, Maltravers Road
Littlehampton W. Sussex BN17 5LF
Tel 01903 737500 Fax 01903 716019

PLANNING APPLICATION
LU/182/99
HRI LITTLEHAMPTON

Scale: NTS

Based upon the Ordnance Survey mapping with the permission of the Controller of Her Majesty's Stationery Office © Crown Copyright. Unauthorised

[redacted]



ARUN DISTRICT COUNCIL-LU/182/99/

[ii] if no such notice is served the actual date of commencement of development.

4.4 This Agreement shall apply to the development as authorised by the Planning Permission issued pursuant to the Planning Application or to the same after renewal or variation of the Planning Permission from time to time.

4.5 Nothing in this agreement shall prohibit or limit the right to develop any part of the Land in accordance with a planning permission [other than one relating to the Development as specified in the Planning Application] granted [whether or not on appeal] after the date of this Agreement.

4.6 ADC and WSCC will upon the written request of the Owner at any time after the obligations of the Owner under this Agreement have been fulfilled issue written confirmation thereof and thereafter ADC will cancel all related entries in the Register of Local Land Charges.

4.7 This Agreement is a local land charge and shall be registered as such by ADC.

4.8 This Agreement shall be enforceable by ADC and WSCC against any current or future interest of MAFF in the land only to the extent provided by Section 299A aforesaid.

5. The Owner shall pay the reasonable and proper legal costs of ADC and WSCC on completion of this agreement.

6. This Agreement is not intended to [nor does it] create any rights under the Contracts [Rights of Third Parties] Act 1999.

IN WITNESS whereof these presents have been duly executed as a Deed by the parties hereto the day and year first before written.

FIRST SCHEDULE

Land at former Horticultural Research Institute ["HRI"] Worthing Road, Littlehampton in the County of West Sussex shown for identification edged black on plan 'A' attached hereto.

SECOND SCHEDULE

Planning Application ref LU/182/99 dated 23rd July 1999
received on 26th July 1999 for outline application for residential development

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THIRD SCHEDULE

Restrictions & Obligations

Covenants in Favour of ADC

1.0 **Public Open Space**

Provision of Open Space Land

1.1 Prior to Commencement of Development the Owner shall prepare an Open Space and Related Works Detailed Specification [hereinafter called "the Specification"] and deliver a copy thereof to ADC and ADC and the Owner shall use all reasonable endeavours to agree the Specification not later than one month after the delivery of the same to ADC.

1.2 Forthwith upon the Specification being agreed pursuant to clause 1 hereof the Owner shall apply for all necessary permissions consents and approvals required for the laying out construction and provision of the Works specified in the Specification and

hereafter called "the Works" (including approvals under the Planning Permission and under Building Regulations if any).

Execution of Open Space Works

1.3. In the first planting season after the later of:

(a) the Owner and ADC agreeing the Specification; and

(b) the Owner obtaining the necessary permissions consents and approvals

(c) commencement of development

(d) the development being completed around the areas of the site which are subject to execution of the Works

The Owner shall commence to lay out construct and provide the Works and thereafter proceed diligently with the same and complete the Works in a good and workmanlike manner using good quality and sound materials in accordance with the agreed Specification within twelve months of the commencement thereof or such other date which shall be agreed as being reasonable in all the circumstances in the event of:

(i) delay which is both unreasonable and material in the granting of any permissions approvals or consents;
(ii) any matter the subject of insurance under clause 4;
(iii) exceptionally adverse weather conditions;
(iv) local combination of workmen's strike or lockout affecting any of the trades engaged in the preparation and manufacture or transportation of any of the goods or materials required for the Works;
(v) civil commotion;
(vi) *force majeure;* or
(vii) any other reasons beyond the control of The Owner

And where it appears to The Owner that the completion of the Works is being or is likely to be delayed by reason of any of the matters set out in sub-paragraphs (i)-(vii) hereof The Owner shall immediately give notice to ADC specifying details of the event or events causing the delay the expected extent of the delay and the steps being taken to minimise such delay.

The Owner to Insure

1.4. The Owner shall insure and keep insured the Works against loss or damage by such risks as The Owner may in its absolute discretion determine (the Insured Risks) in the full re-instatement value thereof (including fees and value added tax) until the date of the transfer of the Open Space Land as hereinafter provided and if the Works or any part thereof is damaged or destroyed by any of the Insured Risks The Owner shall subject to obtaining all necessary permissions consents and approvals forthwith layout the insurance monies received (making up any shortfall out of its own monies) in reinstating the Works or the part so damaged or destroyed as soon as is reasonably practicable.

Variation

1.5. The Owner may vary the agreed Specification in such manner as may in its reasonable opinion become necessary having regard to labour and materials obtainable or other unforeseen circumstances arising in the ordinary course of laying out constructing and providing the Works provided that any proposed variation which may:

(a) result in a material alteration to the dimensions or area of the Works; or

(b) otherwise materially diminish the use and enjoyment of the Works

shall only be made with the prior written consent of the Council (such consent not to be unreasonably withheld or delayed).

Observe/Comply With the Law

1.6. The Owner shall in the course of laying out constructing and providing the Works observe all statutory requirements (including planning permissions and building regulation consents if any) and the requirements of all competent authorities.

Public Liability Insurance

1.7. The Owner shall in the course of laying out constructing and providing the Works to maintain full insurance in respect of all third party public liability in a sum of not less than two million pounds (£ 2,000,000) and upon reasonable notice being given by ADC shall produce to it copies of the policy or policies of such insurance together with evidence of payment of the current premium in respect thereof.

Rights of Access/Inspection

1.8. (a) ADC shall have the right for itself and its employees and agents at all reasonable times and upon reasonable notice to The Owner to view the state and progress of the Works provided that ADC shall use its best endeavours to ensure that no material interference is caused to the progress of the Works by the exercise of this right;

(b) ADC shall have the right to make written representations to The Owner concerning any aspect of the laying out construction and provision of the Works provided that ADC shall ensure that all such written representations are made to The Owner and not to The Owner's contractor and The Owner shall fully and fairly take all written representations received into account and where in the opinion of The Owner such written representations or any of them are reasonable The Owner shall procure that appropriate steps are taken to give effect to them;

(c) the Owner will give to ADC not less than 14 days' previous written notice of the intention to issue the Works Certificate of Practical Completion and to extend to the ADC an invitation to make an inspection of the Works jointly with The Owner and to make observations and written representations thereon;

(d) within 14 days of the inspection mentioned in sub-clause (c) hereof ADC may prepare a written schedule of defects and/or matters outstanding and serve it upon The Owner and The Owner shall fully and fairly take such written schedule received into account and procure that any such schedule received is fully and fairly taken into account and where in the opinion of The Owner it is reasonable to remedy the defects and/or attend to the matters outstanding specified in such written schedule or any of them The Owner shall procure that appropriate steps are taken to give effect to them;

1.9. On completion of the Works in accordance with the provisions of this Agreement The Owner shall issue a Certificate of Practical Completion (which shall be conclusive and binding upon ADC in relation thereto.

Defects Liability Period

1.10. Forthwith to procure that there shall be made good all defects and matters which The Owner is entitled under a Joint Council for Landscape Industries contract (January 1991 Revision) to require to be remedied or made good and which are notified in writing to The Owner:-

(a) at the time of the issue of the Works Certificate of Practical Completion; or

(b) by ADC within one year of the date of the issue of the Certificate of Practical Completion in relation to the Works.

Future Maintenance of Open Space Land

1.11 Subject to Clauses 1.12 and 1.13 below:

(a) The Owner shall within three months after completion of the construction of the Works put in place a mechanism for maintaining the Works as Public Open Space up to the standard approved under the Specification and the Certificate of Practical Completion.

(b) Such mechanism for maintenance of the Works shall involve maintenance by the Owner or by the Owner procuring some other means or other person or body [subject to prior written approval by the Council such approval not to be unreasonably withheld] to maintain the Works to the aforesaid standard.

Transfer of Open Space Land.

1.12. (1) The Owner may transfer to ADC and ADC will accept the freehold of the open space land on or before the expiration of three months from the issue of a Certificate of practical completion referred to in Clause 1.9 and satisfactory inspection by ADC so notified in writing to the Owner.

(2) Title to the open space land having been deduced to ADC prior to the date hereof ADC shall not raise any objection requisition or enquiry in relation thereto.

(3) The transfer of the open space shall be prepared by ADC's Solicitors and submitted for agreement by the owner's Solicitors.

(4) In the event of any difference or dispute as to the final terms of the said transfer, then either ADC or the owner may refer the terms of the draft to leading conveyancing Counsel agreed with other or appointed by the President for the time being of the Law Society of England & Wales, the costs of such reference shall be borne as Counsel shall determine and failing determination equally between the parties to the dispute.

(5) The engrossment of the transfer of the open space land and the duplicate thereof shall be prepared by ADC's Solicitors.

(6) The transfer of the open space land shall be completed:

(a) not later than three months after the issue of the certificate of practical completion as herein before stated; or

(b) in the case where the form of the transfer has been referred by either party to leading conveyancing Counsel, then one month after receipt of written notice of Counsel's determination

PROVIDED ALWAYS and for the avoidance of doubt that this clause shall not debar the owner from making offers to ADC to transfer the freehold of the Public Open Space to ADC on terms to be negotiated at that time but broadly similar to those contained in this Deed.

Open Space Contributions

1.13. The Owner will on completion of the transfer of the open space land to ADC pay to ADC a sum to be notified to the Owner by ADC prior to that date equal to the reasonably estimated annual cost of maintaining the public open space as such, multiplied by sixteen [16]. PROVIDED that such sum shall be subject to the increase linked to the percentage rise in the Index of Retail Prices [All Goods] between the date of the agreement and the date of the completion of the transfer TOGETHER WITH the reasonable legal costs of ADC in such transfer.

2.0 **Bus Stops & Bus Shelter Contribution**

2.1[a] The Owner shall not more than one month after occupation of the fourteenth dwelling forming part of the Development [which fact to be notified in writing to ADC by the Owner] pay to ADC the sum of nineteen thousand and three hundred and sixty eight pounds [£19,368] [hereinafter called "the Bus Contribution"].

[b] The said Bus Contribution is comprised as follows:

Cost of provision of one shelter	£4,440.00
Cost of maintenance of one shelter for 15 years	£5,244.00
Sub Total at:	£9,684.00
Two shelters to be provided £9,684.00 x 2	£19,368.00

2.2 ADC shall accept the Bus Contribution and use it to:

[i] provide two bus shelters and two bus stops to serve the development [the locations of which shall be in Worthing Road and in close proximity to the development] prior to the first occupation of any Dwelling and which proposed locations are coloured blue on the plan for identification only.

[ii] maintain the said bus shelters and bus stops for a period of fifteen [15] years using the Bus Contribution and thereafter using the Council's own funds provided always that the Council shall not be deemed to fetter its discretion in relation to continued maintenance of the said bus shelters and bus stops.

2.3.1 The Bus Contribution shall be subject to adjustment at the date of its payment.

2.3.2 The Bus Contribution shall be increased or decreased by the percentage rise and fall in the Retail Price Index [hereinafter called "RPI"] when the last published RPI figure is compared at the date of payment with the date of this agreement.

2.3.3 If the basis for the calculation of the RPI is charged and any method of reconciliation between the new and the old figure is officially published that method is to be used for the purposes of those comparisons.

PROVIDED ALWAYS that if the Bus Contribution is not spent for the authorised purposes within five years from its receipt by ADC it shall be repaid to the person who actually made the payment [and not to any successor in title thereof] in such cases ADC shall be obliged to pay interest thereon.

Covenants in Favour of WSCC

3.0 **Education Contribution**

3.1 The Owner shall not more than twenty-eight days after the Commencement of Development pay to WSCC the Education Contribution PROVIDED THAT if the payment of the Education Contribution shall not take place at the aforesaid time the Owner shall in addition pay to WSCC interest thereon until the actual date of payment at an annual rate equivalent to the HSBC Plc base lending rate calculated on a day to day basis which payment shall be part of the Education Contribution.

4.0 **Library Contribution**

4.1 The Owner shall not more than twenty-eight days after the Commencement of Development pay to WSCC the Library Contribution PROVIDED THAT if the payment of the Library Contribution shall not take place at the aforesaid time the Owner shall in addition pay to WSCC interest thereon until the actual date of payment at an annual

rate equivalent to the HSBC Plc base lending rate calculated on a day to day basis which payment shall be part of the Library Contribution.

5.0 **Highways & Public Transport Works**

5.1 Before the Development is commenced there shall be submitted to ADC and WSCC for approval the following:-

[a] the detailed design for the access to the Land from the highway at the entry to the mini roundabout to the south west of the access to the Development

[b] the detailed design for the modifications to the kerb line and details of signing and lining at the entry to the mini roundabout in accordance with the layout indicated on Plan 'B'

[c] the detailed design for the cycleway/footway and pedestrian crossover shown coloured green on Plan 'B' which shall provide for a segregated cycleway/footway to a minimum width of 3 metres together with details of the proposed specification for construction to a standard suitable for their adoption as highways maintainable at the public expense provided always that approval of such details shall not require any substantial revisions to Plan 'B'.

5.2 The works referred to in paragraphs 5.1[a] and 5.1[b] above shall be constructed and completed at the Owner's expense prior to the occupation of the first dwelling upon the Land.

5.3 The highway works referred to in paragraph 5.1[c] above shall be constructed and completed at the Owner's expense prior to the first occupation of any dwelling to be constructed as part of the Development.

5.4 Following construction and completion of the works referred to in paragraph 5.1[c] above the Owner shall dedicate as highway maintainable at the public expense those parts of the cycleway/footway as are currently outside the publicly maintainable highway.

5.5 Before carrying out any work upon existing public highway the Owner shall enter into an agreement with WSCC under Section 111 of the Local Government Act 1972 and under Section 38 of the Highways Act 1980 for land to be offered for adoption substantially in the form of the model agreement annexed hereto.

6.0 **Fire Hydrants**

6.1 The Owner covenants with WSCC that prior to the Commencement of Development it will submit to WSCC for its approval [such approval not to be unreasonably withheld or delayed] a proposal for the location of a Fire Hydrant and prior to the occupation of any Approved Dwelling that it will install the Fire Hydrant in the approved location at its own expense and arrange for its connection to an appropriate water supply.

FOURTH SCHEDULE

1.0 **WSCC Covenants**

1.1 That upon receipt of the Commuted Sums it will hold them in a separately identified interest bearing section of WSCC's combined accounts and apply the same together with any interest accruing thereon only as follows:-

[a] The Education Contribution shall only be used to provide additional pupil places at Summerlea Community Primary School or at other primary schools within the parish of Littlehampton and additional places at Littlehampton Community College.

[b] The Library Contribution shall only be used for the provision of additional library facilities at Littlehampton Library.

1.2 To issue to the Owner within ten years of the date of receipt of the Commuted Sums an account in respect of each commuted sum certified by the County Treasurer for the time being of WSCC detailing how, where and to what purpose the Commuted Sums have been expended by WSCC.

1.3 If or to the extent that the Commuted Sums shall not have been spent by WSCC at the date of the accounts referred to in paragraph 1.2 above WSCC shall on such date refund to the Owner any unexpended part thereof together with compound interest thereon from the date of receipt of the respective Commuted Sum by WSCC to the date of repayment at the base lending rate of the HSBC Bank Plc applicable at the date of repayment.

1.4 If at the date referred to in paragraph 1.2 of this schedule WSCC shall have entered into a contract or other legally binding obligation to expend the said Commuted Sum or part thereof for the appropriate purposes specified in paragraph 1.1 of this schedule then WSCC shall not be required to refund any part of the Commuted Sum required for that purpose but shall as soon as possible following the completion of the said contract or other legally binding commitment account to the Owner in the manner set out in paragraph 1.2 hereof and refund any unexpended part of the Commuted sums in the manner set out in paragraph 1.3 hereof.

THE SEAL OF
Arun District Council was affixed to this Deed in
[redacted]

Seal Book No. 159/2001

THE COMMON SEAL OF
West Sussex County Council was affixed to this
Deed in the presence of:

[redacted]

Authorised signatory

27/01

[redacted]

THE OFFICIAL SEAL OF the
Minister of Agriculture, Fisheries & Food
hereunto affixed is authenticated by the

[redacted]

[redacted]

CERTIFICATE OF TITLE

I/We _____ of _____ as Solicitors for the owner certify the truth of recital Two hereto.

Signed: _____

Date: _____

APPENDIX

WEST SUSSEX FIRE BRIGADE GUIDANCE NOTE

The Provision of Fire Hydrants and an Adequate Water Supply for Fire Fighting

1.0 Water Undertakers

The water undertakers in the County are as follows:

Portsmouth Water Company
Southern Water Authority - incorporating Hardham, Brighton and Worthing
Mid Sussex Water Company
Mid Southern Water Company
East Surrey Water Company

2.0 Hydrants

Hydrants will be installed if required in the following circumstances:

[i] when new water mains are laid;
[ii] to cover new building development, and
[iii] where fire risk is increased

2.1 Hydrants on New Mains

Water undertakers are required to notify the Fire Authority of proposals for new water mains. Details of such proposals are sent to Brigade Headquarters, usually in plan form.

2.2 New Hydrants on Existing Mains

Water undertakers are required to notify the Fire Authority of proposals for replacement of existing mains. The need may arise to provide additional hydrants where there has been new building development or where existing water supplies have become inadequate.

2.3 Location & Spacing of Hydrants

Fire hydrants should be sited in positions to be agreed by the Fire Authority and, where possible, such locations will be at main roads, feeder roads or road junctions where they are readily visible.

Although no statutory distance is laid down for the spacing of hydrants, the distribution of hydrants relates to the location and degree of risk in accordance with the following general guidelines:

[i] *Residential [to include Sheltered Housing]*
Approximately 350 metres apart

In effect, up to 350 metres apart and no more than 180 metres back to a hydrant in cul de sacs etc.

[ii] *Industrial, Industrial Estates & Associated Risks*

Approximately 180 metres apart.

In effect, up to 180 metres apart and no more than 100 metres back to a hydrant in cul de sacs, but these distances may be reduced in areas subject to higher risk.

[iii] *Hospitals, Institutions, Hostels Etc*

To conform to any relevant Code of Practice. In the absence of such guidance, 180 metres and no further back to a hydrant than 100 metres from risk.

[iv] *Educational Establishments & Other County Council Premises [excepting previously outlined]*

To conform to any relevant Code of Practice. In the absence of such guidance, 180 metres apart and no further back to a hydrant than 100 metres from risk.

[v] *Town Centres, Shopping Buildings, Malls & Other Major Commercial Developments*

To conform to any Code of Practice. In the absence of such guidance, as for Industrial.

[vi] *Rural Areas*

In rural areas, particular attention is paid to specific risks. Therefore, it is not appropriate to indicate a general spacing standard for rural areas.

[vii] *Trunk Roads & Motorways*

Where distribution systems allow, at 1 km intervals. At service centres [Little Chef, Happy Eaters etc] hydrants should be installed at the access position to the acceleration and deceleration points where they are readily visible.

[viii] *Major Risks*

Such risks are considered individually to ensure that the overall provision for fire fighting comprising, as appropriate, internal water based protection systems, private fire hydrants, statutory fire hydrants and other "open water" supplies, is adequate.

3.0 Water Supply

3.1 Diameter of Water Mains

Hydrants are to b fitted to water mains of not less than 100mm in diameter in residential areas and not less than 150mm diameter in industrial and commercial areas.

3.2 Water Pressure

Water undertakers are under a statutory duty to cause the water in such of their water mains as have fire hydrants affixed to them to be laid on constantly and at such pressure as will cause the water to reach to the top of the topmost storey of every building in the undertakers area.

Sian Southerton
13/01/2006 15:46

To [redacted]
cc:
Subject: Commuted sums

Chris,

I have let David Green/Norman Keates know that the £19,368 is in for HRI site, Worthing Road. Would it please be possible to have a copy of the agreement as Lisa say's it's LU/182/99 from Hargreaves, but I thought this agreement was with Bovis homes?

Thanks

Sian Southerton
Accounting Technician
Arun District Council
*37360

Chris Elliott
06/01/2006 09:17

To: David Green/Arun@Arun
cc:
Subject: PLANNING OBLIGATION PAYMENT

David,

To note that payment for bus shelters has been received. I will copy to you the relevant extract from the Section 106 agreement which gives more information re siting etc.

Regards,
Chris
----- Forwarded by [redacted]



Lisa Coney
03/01/2006 11:25

T[redacted]
cc:
Subject: PLANNING OBLIGATION PAYMENT

£19,368.00 RECEIVED 3/1/2006 fromHargreaves, Rustington
In respect of bus stop/bus shelter contributions under reference LU/182/99
HRI site, Worthing Road, Littlehampton
Credited to account 351-L01-ECU3