

THIS AGREEMENT is made the _____ day of _____ 2021
B E T W E E N Melbourn PARISH COUNCIL care of Melbourn Community Hub, 30 High Street, Melbourn, SG8 6DZ ("the Parish Council") of the one part and SOUTH CAMBRIDGESHIRE DISTRICT COUNCIL of South Cambridgeshire Hall, Cambourne Business Park, Cambourne, Cambridge, CB23 6EA ("the District Council") of the other part

W H E R E A S :

- (1) Under the terms of a Supplemental Agreement ("the Supplemental Agreement") dated 08 June 2021 and the main Section 106 Agreement dated 27 February 2015 ("the Section 106 Agreement") and made between the District Council (1) and Granary Developments Limited (2) additional contributions of a) £4,177.06 (subject to indexation) is payable for Children's Play Space and £2,680.35 (subject to indexation) is payable for other Sports Facilities (collectively known as the "Off-Site Public Open Space Contribution") and b) £1,268.88 (subject to indexation) is payable towards the off-site provision of community facilities (the "Community Space Contribution") in the circumstances and on the conditions therein prescribed
- (2) The Off-Site Public Open Space Contribution being £4,177.06 and £2,680.35 respectively, and the Community Space Contribution being £1,268.88 were received by the District Council on 29 June 2021
- (3) The District Council agrees to transfer the Off-Site Public Open Space Contribution and the Community Space Contribution to the Parish Council SUBJECT TO the Parish Council agreeing to comply with those covenants given in the Fourth Schedule of the Section 106 Agreement and part 4 of the Supplemental Agreement as if those Covenants themselves had been given by the Parish Council in favour of the Owner mutatis mutandis and to provide an indemnity as hereinafter described

NOW THIS DEED WITNESSETH as follows:

IN CONSIDERATION of the payment by the District Council to the Parish Council of the Off-Site Public Open Space Contribution and the Community Space Contribution the Parish Council covenants with the District Council

1. to use the Off-Site Public Open Space Contribution and the Community Space Contribution solely for the purposes specified in the Section 106 Agreement and the Supplemental Agreement
2. that if it has not applied or made arrangements for the application of all or any part of the Off-Site Public Open Space Contribution and the Community Space Contribution within ten years from 29 June 2021 then those Contributions or unexpended proportion thereof (as the case may be) shall be payable to the Owner as provided in the Section 106 Agreement ("the Owner") with interest accrued from the date of receipt by the Parish Council until such sum is paid in full PROVIDED ALWAYS that if before the expiry of the said ten year period there is any contract or contracts in existence to which the Off-Site Public Open Space Contribution or the Community Space Contribution are attributable and which contract or contracts shall be completed after the expiry of the said ten year period any sum to be repaid to the Owner shall be repaid (together with interest thereon as aforesaid) following payment of the final account in respect of any and all such contracts and the sum to be repaid shall be less all costs incurred and/or paid to provide the said infrastructure pursuant to such contract or contracts

3. that it shall if requested by the Owner produce to the Owner within 28 days of such a request a statement of account as to how the Off-Site Public Open Space Contribution and the Community Space Contribution or any part thereof shall have been spent
4. that it will indemnify the District Council fully against any costs or claims which may arise in respect of any breach by the Parish Council of the terms of this Agreement.

IN WITNESS of which two members of the Parish Council have pursuant to a resolution of the Parish Council passed on _____ signed and delivered this Deed on the day and year first above written.

SIGNED AND DELIVERED as a Deed by)
 Councillor)
 in the presence of :-)

Witness Signature:

 Witness Name: (Block Capitals)

 Witness Address:

SIGNED AND DELIVERED as a Deed by)
 Councillor)
 in the presence of :-)

Witness Signature:

 Witness Name: (Block Capitals)

 Witness Address:

