

**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, Cambridgeshire, 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 Section 106 Agreement ("the Section 106 Agreement") dated 25 April 2019 and made between the District Council (1) Cambridgeshire County Council (2) Nicholas Newman and Maureen Catherine Newman (3) R2 Developments Ltd (4) and Handelsbanken Plc (5) contributions of a) £11,520.08 (subject to indexation) is payable towards expanding the gross internal area of Melbourn community hub or for use towards such other indoor community facilities the need of which arises as direct result of the development as may be agreed in writing with the party that made the payment ("The Community Space Contribution") b) £1,571.51 (subject to indexation) is payable towards library and lifelong learning educational equipment and resource material ("The Libraries and Lifelong Learning Contribution") and c) £33,663.95 (subject to indexation) is payable towards the provision and maintenance of a new skate park in Melbourn ("The Play Space Contribution") in the circumstances and on the conditions therein prescribed
- (2) The Community Space Contribution, the Libraries and Lifelong Learning Contribution and the Play Space Contribution, £12,229.01, £1,668.22 and £35,735.58 respectively, were received by the District Council on 05 November 2021
- (3) The District Council agrees to transfer the Community Space Contribution, the Libraries and Lifelong Learning Contribution and the Play Space Contribution to the Parish Council SUBJECT TO the Parish Council agreeing to comply with those covenants given in Paragraphs 1, 2 and 3 of Part 1 of the Fifth Schedule of the Section 106 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 Community Space Contribution, the Libraries and Lifelong Learning Contribution and the Play Space Contribution the Parish Council covenants with the District Council

1. to use the Community Space Contribution, the Libraries and Lifelong Learning Contribution and the Play Space Contribution solely for the purposes specified in the Section 106 Agreement
2. that if it has not applied or made arrangements for the application of all or any part of the Community Space Contribution, the Libraries and Lifelong Learning Contribution and the Play Space Contribution within ten years from 05 November 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 Community Space Contribution, the Libraries and Lifelong Learning Contribution and the Play 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 Community Space Contribution, the Libraries and Lifelong Learning Contribution and the Play 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:

SIGNED AND DELIVERED as a Deed by \_\_\_\_\_  
Councillor:

in the presence of :-

in the presence of :-

Witness Signature:

Witness Signature:

\_\_\_\_\_  
Witness Name: (Block Capitals)

\_\_\_\_\_  
Witness Name: (Block Capitals)

\_\_\_\_\_  
Witness Address:

\_\_\_\_\_  
Witness Address: