

THIS AGREEMENT is made the _____ day of _____ 2022
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 10 August 2018 and made between the District Council (1) Cambridgeshire County Council (2) John Graham Whitehead, Alastair Ward Whitehead and Moira June Morris (3) and Hanson Services Ltd (4) and Deed of Variation dated 13 May 2020 made between the District Council and Stonebond Properties Limited contributions of a) £31,629.55 (subject to indexation) is payable towards the provision, replacement, extension and/or improvement and/or maintenance of a skate park or other wheeled play facility or teenage play equipment on Melbourn recreation ground ("The Off-Site Play Contribution") b) £23,922.40 (subject to indexation) is payable towards the provision, refurbishment, extension and/or improvement at Melbourn pavilion and which include any or all of the following: improved kitchen, external storage for sports equipment, external lighting (footpath and on the pavilion), patio heaters and photo voltaic panels ("The Off-Site Sports Contribution") c) £10,892.56 is payable towards the provision of extension to Melbourn Hub ("The Off-Site Community Facilities Contribution") and d) £1,503.84 is payable towards Melbourn Library Access Point and the purchase of new computers and learning software to facilitate the running of adult learning courses at such location ("Libraries and Lifelong Learning Contribution") in the circumstances and on the conditions therein prescribed
- (2) The Off-Site Play Contribution, the Off-Site Sports Contribution, the Off-Site Community Facilities Contribution and the Libraries and Lifelong Learning Contribution £35,921.49, £27,168.53, £12,370.62 and £1,707.90 respectively, were received by the District Council on 23 December 2021
- (3) The District Council agrees to transfer the Off-Site Play Contribution, the Off-Site Sports Contribution, the Off-Site Community Facilities Contribution and the Libraries and Lifelong Learning Contribution to the Parish Council SUBJECT TO the Parish Council agreeing to comply with those covenants given in Part I 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 Off-Site Play Contribution, the Off-Site Sports Contribution, the Off-Site Community Facilities Contribution and the Libraries and Lifelong Learning Contribution the Parish Council covenants with the District Council

1. to use the Off-Site Play Contribution, the Off-Site Sports Contribution, the Off-Site Community Facilities Contribution and the Libraries and Lifelong Learning 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 Off-Site Play Contribution, the Off-Site Sports Contribution, the Off-Site Community Facilities

Contribution and the Libraries and Lifelong Learning Contribution within ten years from 23 December 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 Play Contribution, the Off-Site Sports Contribution, the Off-Site Community Facilities Contribution and the Libraries and Lifelong Learning 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 Play Contribution, the Off-Site Sports Contribution, the Off-Site Community Facilities Contribution and the Libraries and Lifelong Learning 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: