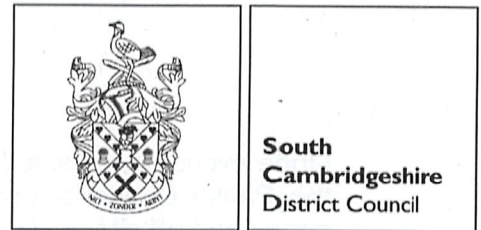


South Cambridgeshire Hall
Cambourne Business Park
Cambourne
Cambridge
CB23 6EA
t: 03450 450 500
www.scambs.gov.uk



Shelley Mason
The Old Pavilion
Recreation Ground
Cambridge Road
Waterbeach, Cambridge
CB25 9NJ

Our ref: PLASEC.1,473
Your ref:
Date: 8 February 2018

New Communities and Planning
Contact: Theresa Roberts
Direct dial: 01954 713257
Direct email: theresa.roberts@scambs.gov.uk

Dear Shelley

**Development of Land to the North of Bannold Road and West side of Bannold Drove
S/0558/14/OL
Payment of the Play Space, Sports Space, Community Space and Off-Site Public Open
Space Contributions**

As you will likely be aware, a Section 106 Agreement was entered into in respect of the above development with effect on 7 January 2015. This required the Developer to pay a financial contribution in lieu of on-site provision of play space, a financial contribution in lieu of on-site provision of sports space, a financial contribution towards the off-site provision of community facility space and a contribution towards the shortfall in provision of on-site public open space. The contributions have been calculated using the tariff tables detailed within the agreement and the parish council should be aware that these amounts will be subject to change if the housing mix is amended by the developer.

It is the intention for these monies to be remitted to the Parish Council, upon the Parish Council entering into an appropriate form of Indemnity, for use for such purposes in accordance with the Section 106 Agreement that relates to securing the use of the monies in this manner. The Agreement can be viewed on the website by using the planning application search. It will be listed under the plans and docs tab.

I now enclose two copies of an appropriate Indemnity for execution on behalf of the Parish Council and, assuming the Parish Council is content to proceed on this basis, perhaps both copies could be executed in pursuance of an appropriate resolution of the Parish Council. You will see that the document provides for the date of the resolution to be inserted and would be grateful if this could be completed and for the document to be executed by two Parish Councillors on behalf of the Parish Council.

Once executed, please date the Indemnity and return one part to me, retaining the other copy for the Parish Council's records. I will then arrange for the play space, sports space, community space and off-site public open space contributions to be remitted as quickly as possible.

If you need further guidance, advice or information on Section 106 Agreements and how these monies may be spent please contact me, details above.

Yours sincerely

A handwritten signature in black ink, appearing to be 'TR', written in a cursive style.

Theresa Roberts
S106 Monitoring Officer

THIS AGREEMENT is made the _____ day of _____ 2018

B E T W E E N WATERBEACH PARISH COUNCIL care of The Old Pavilion, Recreation Ground Cambridge Road, Waterbeach, Cambridge, CB25 9NJ ("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 7 January 2015 and made between the District Council (1) Cambridgeshire County Council (2) and AJ Johnson & CE Grigg-Spall (3) contributions of a) £90,435.15 (subject to indexation) is payable towards the off-site provision and future maintenance of outdoor children's play space infrastructure ("The Play Space Contribution") and b) £57,996.84 (subject to indexation) is payable towards the off-site provision and future maintenance of outdoor sports play space infrastructure ("The Sports Space Contribution") and c) £29,599.44 is payable towards the off-site provision of community facility space ("The Community Space Contribution") and d) £17,490.36 is payable for each square metre in area that the On-Site Public Open Space falls short ("The Off-Site Public Open Space Contribution") in the circumstances and on the conditions therein prescribed
- (2) The Play Space Contribution, Sports Space Contribution, Community Space Contribution and Off-Site Public Open Space Contribution, £96,691.67, £62,009.20, £31,647.20 and £18,700.38 respectively, were received by the District Council on 16 January 2018
- (3) The Play Space Contribution, Sports Space Contribution, Community Space Contribution and Off-Site Public Open Space Contribution has been calculated having regard to the formula contained within the Second, Third, Fourth and Fifth schedules of the agreement and the housing mix at the point of the payment date
- (4) The District Council agrees to transfer the Play Space Contribution, Sports Space Contribution, Community Space Contribution and Off-Site Public Open Space Contribution to the Parish Council SUBJECT TO the Parish Council agreeing to comply with those covenants given in Schedule 1 Part G, Part H and Part I 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 Play Space Contribution, Sports Space Contribution, Community Space Contribution and Off-Site Public Open Space Contribution the Parish Council covenants with the District Council

1. to use the Play Space Contribution, Sports Space Contribution, Community Space Contribution and Off-Site Public Open 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 Play Space Contribution, Sports Space Contribution, Community Space Contribution and Off-Site Public Open Space Contribution within ten years from 16 January 2018 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 Play Space Contribution, Sports Space Contribution, Community Space Contribution and Off-Site Public Open 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 Play Space Contribution, Sports Space Contribution, Community Space Contribution and Off-Site Public Open 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.
5. that if the District Council approves a new housing mix after the transfer of the Play Space Contribution, Sports Space Contribution, Community Space Contribution and Off-Site Public Open Space Contribution and which has the effect of decreasing the Public Open Space Contribution and Community Space Contribution then the Parish Council agrees to repay the difference to the District Council within 28 days of the request being made to repay the difference

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 :-

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

Witness Signature:

Witness Signature:

Witness Name: (Block Capitals)

Witness Name: (Block Capitals)

Witness Address:

Witness Address: