

DATED 13 December 2023

- (1) RUNNYMEDE BOROUGH COUNCIL
- (2) SURREY COUNTY COUNCIL
- (3) BRIDGE UK PROPERTIES 7 NOMINEE 1, LIMITED
and BRIDGE UK PROPERTIES 7 NOMINEE 2,
LIMITED
- (4) TRIMONT EUROPE LIMITED

AGREEMENT

under Section 106 of the
Town and Country Planning Act (as amended)
restricting development on land at

WEYBRIDGE BUSINESS PARK ADDLESTONE ROAD
ADDLESTONE SURREY KT15 2UP

RU.23/1066

THIS DEED is made the day of

13 December

2023

BETWEEN

- (1) **RUNNYMEDE BOROUGH COUNCIL** of Civic Offices, Station Road, Addlestone, Surrey, KT15 2AH (the "**Council**")
- (2) **SURREY COUNTY COUNCIL** of [REDACTED]
- (3) **BRIDGE UK PROPERTIES 7 NOMINEE 1, LIMITED** [REDACTED] and **BRIDGE UK PROPERTIES 7 NOMINEE 2, LIMITED** [REDACTED] (the "**Owner**")
- (4) **TRIMONT EUROPE LIMITED** (formerly known as Trimont Real Estate Advisors, U.K., Ltd) [REDACTED] (the "**Mortgagee**")

WHEREAS

- (A) The Council is the local planning authority for the purposes of the Act for the area within which the Site is situated.
- (B) The County Council is the highway authority for the area within which the Site is situated
- (C) The Owner is the owner in fee simple in possession of the Site as the same is registered with freehold title absolute at HM Land Registry under Title Numbers [REDACTED]
- (D) The Mortgagee has an interest in the Site by way of a legal charge dated 29 July 2022 which is registered at HM Land Registry under title numbers [REDACTED]
- (E) By the Application the Owner applied to the Council for Planning Permission.
- (F) At its planning committee meeting on 25 October 2023 the Council resolved to grant the Planning Permission subject to the satisfactory completion of this Deed.

NOW THIS DEED WITNESSETH as follows

1. **INTERPRETATION**

1.1 In this Deed the following words and expressions shall unless the contents otherwise requires have the meanings set opposite them

"Act" means the Town and Country Planning Act 1990 (as amended)

"Application" means the application for planning permission for the Development submitted by the Owner and received by the Council on 28 July 2023 and given reference number RU.23/1066

"Commencement Date" means the date when the Development or a phase of the Development has been Implemented

"Commencement Notice" means the written notice confirming the Commencement Date

"Commercial Units" means the units forming part of the Development which are to be permitted to be used for Class E(g)ii, E(g)iii, B2 and B8 by the Planning Permission

"Delivery Service Management Plan" means a written plan prepared by the Owner to be submitted and approved in writing by the Council which includes but is not limited to the following with regards the Commercial Units permitted at the Development:

- Demonstrate that goods and services can be achieved, and waste removed, in a safe, efficient and environmentally friendly way from the Site and the Commercial Units
- Identify deliveries that could be reduced, re-timed or even consolidated, particularly during busy periods. Improve the reliability of deliveries to the Site and Commercial Units.

Explain how any overnight activities will be managed to seek to ensure disturbance to residential neighbours does not exceed the noise levels set out in table 7.1 in the Noise Assessment by Air & Acoustic Consultants dated July 2023, including:

- Use of broadband reversing alarms for any external vehicles, including forklifts.
 - Signage to remind drivers that engines should be turned off when not in use.
 - Training for employees on noise control practices and proper use of equipment.
 - Signage asking staff and visitors to consider neighbours and to depart the Site quietly,
- A complaints procedure including how all complaints will be recorded and monitored.

"Development"

means the development described in the Second Schedule hereto

"Implementation"

means the carrying out of a material operation within the meaning of Section 56(4) of the Act in respect of the Development but excluding (for the purpose of this Deed and for no other purpose):-

- (1) Site investigation
- (2) Demolition
- (3) Site clearance
- (4) Archaeological investigation and works
- (5) The assessment of contamination

- (6) Remedial action in respect of any contamination
- (7) Ecological mitigation, investigative survey and remedial measures
- (8) Construction of temporary access roads
- (9) Service diversions
- (10) The provision of temporary services or the erection of any hoardings or fences around the Site

and "Implement" and "Implemented" shall be construed accordingly

"Index-Linked"

means the amount of the Travel Plan Auditing Fee payable pursuant to this Deed shall be increased by a percentage equivalent to the increase in the General Index of Retail Prices (all items) as published by the Office for National Statistics except or any official publication substituted for them between the date being Twelve (12) months from Implementation of the Development and the date the payment of the relevant contribution is due and "Index-Linking" shall be construed accordingly;

"Information Board"

means an all weather information board to be installed by the Owner at a prominent location for members of the public at the Development which will include but not limited to the following:

- If members of the public have concerns about noise levels from the operation of the Site the procedure they should follow and the details of the Development/Commercial Units manager who is responsible for the management of all Commercial Units who can be reached 24 hours per day 7 days per week; and
- High level summary for members of the public of the content of the Operational Plan and Delivery and Service Management Plan; and

- Copy of any current Operational Action Plan (should one be required as defined in Operational Plan)

"Interest"	means the rate of interest being Four Per Cent (4%) above the Bank of England base lending rate such interest to be apportioned on a daily basis
"Monitoring Fee"	means the sum of one thousand five hundred pounds (£1,500) payable to the Council for monitoring compliance with this Deed
"Occupation"	means occupation for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations and "Occupied" and "Occupy" shall be construed accordingly
"Occupation Date"	means the anticipated date of first Occupation of the Development as confirmed in the Occupation Notice
"Occupation Notice"	means the written notice confirming the Occupation Date
"Operational Plan"	means a written plan prepared by the Owner to be submitted and approved in writing by the Council which relates to controlling the noise levels emitted from the Development once the Commercial Units are operational and is to include the following (but not limited to): <ul style="list-style-type: none"> - The mitigation measures proposed to reduce noise levels from the Commercial Units once operational - Process for monitoring noise levels from the Commercial Units once operational - Steps to be taken if the noise levels as set out in table 7.1 in the Noise Assessment by Air &

Acoustic Consultants dated July 2023 are exceeded

- Action plan if complaints are received in relation to noise from the Commercial Units once operational ("Operational Action Plan") as to be recorded as per the Delivery Service Management Plan

"Plan "	means the plan attached hereto and marked "Plan" that delineates the extent of the Site
"Planning Permission"	means the planning permission to be granted pursuant to the Application
"Travel Plan"	means the travel plan to be approved under this Deed
"Travel Plan Auditing Fee"	means the sum of six thousand one hundred and fifty pounds (£6,150) Index-Linked payable to the County Council as a contribution towards the monitoring of the Travel Plan
"Site"	means the land described in the First Schedule and edged red on the Plan
"Working Days"	means Monday to Friday 09 00 to 1700 except bank holidays and public holidays

In this Deed where the context so requires:-

- the singular includes the plural and vice versa
- reference to clauses schedules and paragraphs are references to clauses schedules and paragraphs in this Deed except where otherwise specified
- title headings to the clauses schedules and paragraphs are for convenience only and shall not affect the interpretation of this Deed
- references to any statute or statutory instrument shall except where otherwise specifically provided include reference to any statutory modification or re-enactment thereof for the time being in force

- (e) the expression the "Owner" shall include successors in title to the Owner and its assigns and all persons deriving title to all or part of the Site under or through it.

2. **STATUTORY PROVISIONS**

This Deed is made pursuant to Section 106 of the Act and Section 111 of the Local Government Act 1972 and Section 1 of the Localism Act 2011 and all other enabling powers with the intent that the obligations herein run with and bind the Site.

3. **JURISDICTION**

This Deed is governed by and interpreted in accordance with the law of England and Wales.

4. **COMMENCEMENT**

The provisions of this Deed shall come into effect on the date of this Deed save in respect of the Third Schedule which shall come into effect on Implementation.

5. **OWNER'S COVENANTS**

- 5.1 The Owner hereby covenants with the Council and the County Council that it shall serve the Commencement Notice on the Councils' Corporate Head of Planning, Economy and Built Services and the County Council's Infrastructure Agreements and CIL Manager (or such Officer for the time being performing those functions) not less than Twenty Eight (28) days before Implementation.
- 5.2 The Owner covenants with the Council and the County Council not to Implement before the service of the Commencement Notice.
- 5.3 The Owner covenants with the Council and the County Council to serve the Occupation Notice prior to the Occupation Date.
- 5.4 The Owner covenants with the Council and the County Council not to first Occupy before the service of the Occupation Notice.
- 5.5 The Owner covenants with the County Council and the Council to observe and perform the obligations contained in the Third Schedule.
- 5.6 The Owner covenants with the Council and the County Council to give the Council and the County Council written notice of any change in ownership of any of its interests in the Site (save for the disposal of individual Dwellings) occurring before all the obligations under this Deed have been discharged such notice to give details of the

transferee's full name and registered office if a company or usual address if not together with the area of the Site or unit of occupation purchased by reference to a plan.

6. COUNTY COUNCIL COVENANTS

The County Council covenants with the Owner to observe and perform the obligation contained in the Fourth Schedule.

7. PAYMENTS, INDEXATION & INTEREST

7.1 The Owner covenants that the Travel Plan Auditing Fee shall be Index-Linked.

7.2 The payment of the Travel Plan Auditing Fee under this Deed shall be taken to include the actual contribution payable including any amount for the Index-Linking and also (if due) of any interest.

7.3 In the event that the Travel Plan Auditing Fee or part therefore is not paid by the specified date then Interest shall be due on the sum outstanding and will be apportioned on a daily basis from the specified date to the date of actual payment.

8. LEGAL COSTS

8.1 The Owner shall upon completion of this Deed pay the Council's and the County Council's reasonable legal and administrative costs in connection with the preparation and completion of this Deed.

8.2 The Owner shall prior to Implementation pay in full to the Council the Monitoring Fee

9. NOTICES

9.1 All notices requests demands or other written communications to or upon the parties pursuant to this Deed shall be deemed to have been properly given or made if dispatched by first class recorded delivery letter to the party to which such notice request demand or other written communication is to be given or made under this Deed and addressed as follows:-

(a) Runnymede Borough Council: Corporate Head of Planning Economy and Built Services Runnymede Borough Council at Civic Offices Station Road Addlestone KT15 2AH

(b) Surrey County Council: Infrastructure Agreements and CIL Manager at [REDACTED] at the address set out in this Deed

(c) The Owner and Mortgagee at the address set out in this Deed

or any other address that may be notified to the parties in writing from time to time by any of the parties (or their successor in title) to this Deed.

9.2 Any other notice request or demand or other written communication shall be deemed to have been served

(a) if posted recorded delivery at the expiration of Forty-Eight (48) hours after the envelope containing the same was delivered into the custody of the postal authority within the United Kingdom:

(b) and in proving such service it shall be sufficient to prove that the envelope containing such notice request demand or other written communication was properly addressed and delivered into the custody of the postal authority in a pre-paid first class or recorded delivery envelope (as appropriate).

10. **CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

It is agreed and declared that the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Deed.

11. **DISPUTE RESOLUTION**

11.1 Without prejudice to the rights of any party to this Deed to take alternative action save for matters of construction (which shall be matters for the Courts) any dispute or disagreement arising under this Deed including any question of reasonableness may be referred at the instance of any party for determination by a single expert whose decision shall be final and binding on the parties.

11.2 The following provisions and terms of appointment shall apply to such disputes or disagreements and questions:

(a) The expert shall have at least Ten (10) years post qualification experience in the subject matter of the dispute.

(b) The expert shall be agreed between the parties or appointed by the President of the Royal Institute of Chartered Surveyors at the request of any party to the dispute.

(c) The persons calling for the determination shall make written submissions to the expert and the other parties within Ten (10) Working Days of his appointment.

- (d) The other parties shall have Twenty-One (21) Working Days from the receipt of such written submission or such extended period as the expert shall allow to respond.
 - (e) The expert shall disregard any representations made out of time and shall make his decision within Twenty One (21) Working Days of receipt of the representations under sub clause 11.2 (d) or if none the expiry of the period referred to in sub clause 11.2 (c).
 - (f) The expert's decision shall be in writing and give reasons for his decision.
- 11.3 The expert's fees shall be met by the person calling for the determination unless the other party is found to have acted unreasonably in which case the other party shall meet such costs and reimburse any expert's fees already paid by the other party.

12. MISCELLANEOUS

- 12.1 This Deed shall be registered as a Local Land Charge for the purposes of the Local Land Charges Act 1975 by the Council.
- 12.2 This Deed shall be enforceable against the Owner to the extent specified in Section 106 of the Act and against any person for the time being deriving title from the Owner as provided in Section 106 of the Act PROVIDED THAT:
- (a) any person with an interest in the Site and its successors and any person deriving title under it shall not be liable for any breach of this Deed occurring after it shall have parted with its entire interest in the Site but without prejudice to the liability of any such person for any subsisting breach of this Deed prior to parting with its interest;
 - (b) (save for restrictions on Occupation) the obligations contained in this Deed shall not be binding upon any owners, lessees or occupiers of the Commercial Units or any mortgagee or chargee of such owners, lessees or occupiers or any person deriving title from them; and
 - (c) the obligations contained in this Deed shall not be binding upon any and all statutory undertakers who have as part of their statutory undertaking any interest in the Site nor the mortgagee or chargee of any such persons nor any receiver appointed by a mortgagee or chargee of any such persons
- 12.3 Any reference in this Deed to any statute or any section thereof includes any amendment modification consolidation or re-enactment thereof and any statutory instrument direction or regulation made thereunder for the time being in force.

- 12.4 Nothing in this Deed shall prejudice or affect the rights discretions powers duties and obligations of the Council or the County Council under all statutes by-laws statutory instruments orders and regulations in the exercise of its function as a local authority.
- 12.5 No express waiver by the Council or the County Council of any breach or default by the Owner in performing or observing any of the obligations terms or conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the Council or the County Council from enforcing any of the said obligations terms or conditions or from acting upon any subsequent breach or default in that respect by the Owner.
- 12.6 In the event that the Council shall at any time hereafter grant a planning permission pursuant to an application made under section 73 of the Act in respect of the conditions relating to the Planning Permission (and for no other purpose whatsoever) references in this Deed to the Application and the Development shall be deemed to include any such subsequent planning applications and planning permissions granted as aforesaid and this Deed shall henceforth take effect and be read and construed accordingly.
- 12.7 Any obligations on the part of the Owner not to do any act matter or thing shall be deemed to include an obligation not to cause permit or suffer the doing of the same.
- 12.8 All sums and contributions given in accordance with the terms of this Deed shall be exclusive of VAT properly chargeable on such consideration.
- 12.9 If VAT becomes payable on payments made under this Deed that VAT will be additional to the sums required provided that the Owner will be entitled to valid VAT receipts in respect of any chargeable supplies properly incurred under this Deed.
- 12.10 Upon reasonable request from the Owner and subject to payment of the Council's reasonable and proper professional costs and charges the Council will certify compliance or partial compliance (as and if appropriate) with the provisions of this Deed.
- 12.11 Where the Deed approval consent or expression of satisfaction is required by the Owner from the Council or the County Council under the terms of this Deed such agreement approval or consent or expression of satisfaction shall not be unreasonably withheld or delayed and any such Deed consent approval or expression of satisfaction shall be given by the Council or the County Council (as applicable).
- 12.12 Without prejudice to the Council's statutory rights of entry the Owner shall permit the Council and its authorised employees and agents upon reasonable written notice to enter the Site at all reasonable time for the purposes of verifying whether or not any obligations arising hereunder has been performed or observed.

- 12.13 In the event of the planning obligations contained in this Deed being modified a note or memorandum therefore shall be endorsed upon this Deed.
- 12.14 The Owner warrants to the Council and the County Council that it has full power to enter into this Deed and that there is no person, chargee or party (other than those stated in the charges and/or the property register for title number/s SY492742 and SY561105 as at the date of this Deed) having a charge or other interest in the Site whose consent is necessary to make this Deed binding on the Site.
- 12.15 Nothing in this Deed grants planning permission or any other approval consent or permission required from the Council or the County Council in the exercise of any other of its statutory functions.
- 12.16 The obligations contained in this Deed are planning obligations for the purposes of Section 106 of the Act.
- 12.17 This Deed constitutes a deed.
- 12.18 The obligations given for the benefit of the Council in this Deed are enforceable by the Council and the obligations given for the benefit of the County Council in this Deed are enforceable by the County Council
- 12.19 If the Planning Permission is quashed or revoked or otherwise withdrawn or expires before effluxion of time for the commencement of the Development or is modified (other than by Deed with or at the request of the Owner) this Deed shall forthwith determine and cease to have effect and the Council will effect cancellation of all entries made in the Register of Local Land Charges in respect of this Deed

13. MORTGAGEE

The Mortgagee acknowledges and declares that this Deed has been entered into by the Owner with its consent and that the Site shall be bound by the obligations contained in this Deed and that the security of the mortgage over the Site shall take effect subject to this Deed PROVIDED THAT the Mortgagee (and any future mortgagee) shall otherwise have no liability under this Deed unless it takes possession of the Site in which case it too will be bound by the obligations as if it were a person deriving title from the Owner .

IN WITNESS whereof the parties have caused their Common Seals to be hereunto affixed or have executed this Deed as a deed on the day and year first before written.

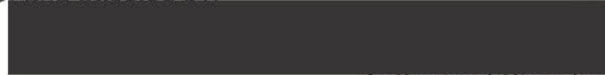
THE **COMMON SEAL** of **RUNNYMEDE**)
BOROUGH COUNCIL is hereunto)
affixed and is authenticated by



Authorised Signatory



EXECUTED AS A DEED by affixing
The **COMMON SEAL** of
SURREY COUNTY COUNCIL
in the presence of and attested by:



Authorised Signatory



SIGNED as a **DEED** by [REDACTED]
under a power of attorney dated 27 July 2023,
duly authorised for and on behalf of
BRIDGE UK PROPERTIES 7 GP, LIMITED
acting in its capacity as general partner of
BRIDGE UK PROPERTIES 7, LP
in the presence of:

Attorney's signature:

Attorney's name:

Witness's signature:

Witness's name: ..



EXECUTED AS A DEED by
TRIMONT EUROPE LIMITED
acting by a director

)
)
)





Director

in the presence of:

)

Signature of witness
Name of witness (block capitals)
Address of witness
Occupation of witness


D I R E C T O R


FIRST SCHEDULE

The Site

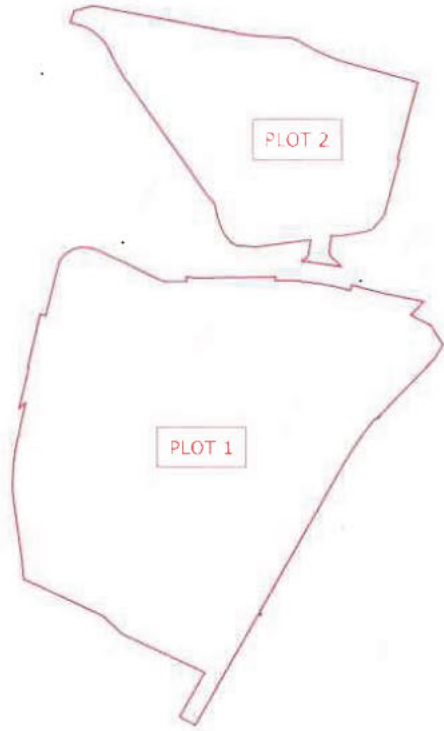
All that land and premises situate and known as Weybridge Business Park, Addlestone Road, Addlestone shown edged red on the Plan.

NOTES:

1. If this drawing has been received electronically it is the recipient's responsibility to print the document to the correct scale.
2. All dimensions are in millimetres unless stated otherwise. It is recommended that information is not scaled off this drawing.
3. This drawing should be read in conjunction with all other relevant drawings and specifications.



Key	
—	Site Boundary (9.7 Ac. / 3.92 Ha.)
—	Plot 1 (6.5 Ac. / 2.64 Ha.)
—	Plot 2 (2.7 Ac. / 1.08 Ha.)



PLANNING ISSUE

PO:	BR	SP	SP	31/10/22
First issue				
Drawn By:	Checked By:	Approved By:	Date:	
Amendments				
Project: Bridge, Weybridge				
Title: Site Location Plan				
Drawing Number				
North/East/South/West				
Project No.	Project Name	Plot No.	Plot Name	Plot Area
WEYB	BED	ST	ZZ	DR A 6000
Author:	Scale:	Revision:	Number:	Issue:
01/10/22	1:1250	01	N/A	001
Drawn:	Checked:	Approved:	Scale:	Issue:
01/10/22	01/10/22	01/10/22	1:1250	001

SECOND SCHEDULE

Application and Development

Application Number	Date of Acceptance	Amplification of Revisions if any	Description of Development
RU.23/1066	28-07-2023		Demolition of existing buildings and the development of employment units (Classes E(g)ii, E(g)iii, B2 and B8) with ancillary office accommodation, vehicular accesses, associated external yard areas, car parking, servicing, external lighting, hard and soft landscaping, infrastructure, and all associated works

THIRD SCHEDULE

Part 1

Restrictions and Obligations

1. FINANCIAL CONTRIBUTIONS TO THE COUNTY COUNCIL AND COUNCIL

The Owner covenants with the County Council:

- 1.1 to pay the Travel Plan Auditing Fee to the County Council prior to Occupation
- 1.2 not to Occupy the Development until the Travel Plan Auditing Fee has been paid in full to the County Council

The Owner covenants with the Council:

- 1.3 not to Implement the Development until the Monitoring Fee is paid in full to the Council.

2 TRAVEL PLAN

The Owner covenants with the County Council:

- 2.1 To submit the Travel Plan to the County Council prior to first Occupation of Development in accordance with the sustainable development aims and objectives of the National Planning Policy Framework, Surrey County Council's "Travel Plans Good Practice Guide", and in general accordance with the document entitled 'Framework Travel Plan' document submitted with the Application.
- 2.2 Not to Occupy or permit Occupation of the Development unless and until the Owner has submitted to the County Council for its approval the Travel Plan and the County Council has approved the Travel Plan in writing (such approval not to be unreasonably withheld or delayed).
- 2.3 Once approved in writing by the County Council and also approved by the Council pursuant to the Planning Permission, the Owner shall implement and operate and comply with the Travel Plan, (including but not limited to the timetable referred to in it) upon first Occupation and for each every subsequent Occupation of the Development subject to paragraph 2.4 below.
- 2.4 The Owner shall maintain and develop the Travel Plan to the satisfaction of the Council and the County Council for a period of 5 years following implementation of the Travel Plan Provided That if the targets of the Travel Plan have not been achieved within 5 years following its implementation the Owner shall maintain and develop the Travel

Plan to the satisfaction of the Council and the County Council for a maximum period of 9 years following its implementation.

3 DELIVERY SERVICE MANAGEMENT PLAN

The Owner covenants with the Council:

- 3.1 to submit the Delivery Service Management Plan to the Council for approval prior to Occupation
- 3.2. not to Occupy the Development until the Delivery Service Management Plan has been approved by the Council
- 3.3 to operate the Development in accordance with the approved Delivery Service Management Plan for five years from when the Development is 50% Occupied or three years from 100% Occupation (whichever is longer)
- 3.4 to update the approved Delivery Service Management Plan every time there is a new tenant or owner of a Commercial Unit for five years from when the Development is 50% Occupied or three years from 100% Occupation (whichever is longer) and provide the updated Delivery Service Management Plan to the Council within 10 Working Days of being revised

4 OPERATIONAL PLAN

The Owner covenants with the Council:

- 4.1 to submit the Operational Plan to the Council for approval prior to Occupation
- 4.2. not to Occupy the Development until the Operational Plan has been approved by the Council
- 4.3 to operate the Development in accordance with the Operational Plan for five years from first Occupation or three years from 100% Occupation (whichever is longer)
- 4.4 to submit noise reports relating to the operation of the Development to the Council every six months for five years from first Occupation or three years from 100% Occupation (whichever is longer) in order to assess whether or not the targets in the Operational Plan are being met and whether amendments are needed to the Operational Plan in order for its targets to be met

- 4.5 in the event that the Council reasonably requires in writing the Owner to take further steps for meeting the targets in the Operational Plan or the Owner to amend the Operational Plan under paragraph 4.4 the Owner comply with the Council's requirements as soon as reasonably practicable and without delay.

5 **INFORMATION BOARD**

The Owner covenants with the Council:

- 5.1 To install the Information Board at the entrance to the Site in a prominent location for members of the public to see prior to Occupation
- 5.2 Not to Occupy the Development until the Information Board has been installed
- 5.3 To retain and update the Information Board as and when necessary so it remains up to date for the lifetime of the Development

FOURTH SCHEDULE

County Council Obligations to the Owner

The County Council covenants with the Owner to expend the Travel Plan Auditing Fee towards the monitoring of the Travel Plan

SURREY COUNTY COUNCIL

No. IN SEALING REGISTER



ORDERED TO BE SEALED

NORTH AREA TEAM LEADER
TRANSPORT DEVELOPMENT PLANNING &
OCTOBER 2023