

Horsell Common Preservation Society
Heather Farm Agreement

1. The Committee has made it plain that the Society has entered into a Joint Project Agreement with Blue Prince Mushrooms Limited but some members of the Society have shown concern as to its contents and implications. The Committee has decided therefore that it would be wise to circulate a note of the principal terms at the AGM to allay those fears.
2. The Agreement states that Blue Prince Mushrooms Limited (BPM) will prepare and lodge a Planning Application for the future use of Heather Farm for B8 (Warehousing) with a small amount of B1(Light Industrial capable of existing within a residential area) uses. The object of the exercise is to obtain an Acceptable Planning Permission which is one that is acceptable to both BPM and HCPS in their absolute discretion.
3. Once an Acceptable Planning Permission has been obtained, then Heather Farm will be marketed to find an Acceptable Buyer. Once again, an acceptable disposal is a disposal which is acceptable to both BPM and HCPS.
4. If such a buyer is found, then BPM will sell Heather Farm to that buyer and HCPS will grant the necessary access rights to Heather Farm. The proceeds of sale after the deduction of all expenses incurred during the sale will be divided 70% to BPM and 30% to HCPS. This split was the subject of considerable negotiation but finally the Society was recommended to accept this division by its consulting surveyor and by his associated valuer. The Agreement has also been reviewed by a senior barrister who is experienced in the property field and indeed has been involved in a number of serious cases involving ransom strips and payments on the general basis of Stokes v Cambridge.
5. Under the terms of the Deed of Easement, which will provide the necessary access rights, the buyer will enter into various covenants with the Society, which are designed to protect the Common. This will ensure that the buyer enters into covenants with the Society in similar terms to any Section 106 Planning Agreement, so that the Society is in a position to enforce those covenants without relying on Woking Borough Council, which may decide not to take action. In addition we have reserved the right to insert further covenants concerning environmental matters, which may be highlighted as a result of the planning process. In other words as an example if, as a result of the intervention of English Nature, Woking impose a covenant limiting the traffic movements into Heather Farm, then we would make sure that the incoming buyer made similar covenants with the Society.
6. If the buyer disposes of the property then the incoming buyer has to enter into a Deed of Covenant with the Society so that we continue to have the right to enforce those covenants against subsequent owners.
7. You should know that this Agreement has no relevance to the Woking Waste Project. If that project is pursued or if Woking Borough Council seek to purchase Heather Farm from BPM then the Society would be free to take its view on such a sale quite without any restriction or limitations imposed by the Agreement.

D Robbins
27 March 2006

PS CONSTITUTION

In relation to the proposed amendment to the objects of the Society one of our members has asked for the following additional object:-

"The ownership, provision and preservation of objects or papers of artistic, historical, or archival interest relating to the objects or activities of the Society, with the intent that the Society should retain the same for the benefit of the membership or the public at large."