



SALES MEMORANDUM  
Subject to contract

**Property**

Land at Field Common Farm being approximately 21.27 HA 52.89 acres plan attached identifying the land

**Agreed sale price** Based on [REDACTED] subject to contract. (price to be confirmed or adjusted when pegged out and area confirmed by Land surveyors. To be pegged out as current plan agreed

**Vendors**

Field Common Limited (co. no. 00501894), registered office Begbies 9 Bonhill Street London EC2A 4DJ

**Vendors Solicitor**

[REDACTED]  
[REDACTED]

**Purchaser**

Elmbridge Borough Council, Civic Center High Street Esher Surrey KT10 9SD  
[REDACTED]

**Purchasers Solicitor**

[REDACTED]  
[REDACTED]

**Special Conditions**

The land is currently subject to a deed of covenant dated 7<sup>th</sup> March 2002 between [REDACTED]  
[REDACTED]

Vendors have agreed terms with the covenant holder for it to be released and removed from title.

**The solicitor acting for Lavender is** [REDACTED]  
[REDACTED]

**New Covenant**

The land is being purchased for use as SANG land. If at any time during a period of 30 years from completion of the purchase by Elmbridge BC, they or their successors obtain planning permission for alternative use that gives rise to a higher land value than the existing use value at the time as land in use as SANG, then the vendors or their successors in title will receive 50% of the rise in value after allowing for planning costs and any legal costs in achieving planning permission.

Land is sold with vacant possession save for a verbal license to Hersham Hookers Angling club who have permission to fish the lake. A formal license to be arranged between EBC and Hersham Hookers.

Land is sold subject to the reservation of a right of access for all purposes and all time over the existing access off Field Common Lane for the benefit of the retained land.

Reservation of right to any existing services that run through the sale land and right to lay any new services subject to making good of the ground.

Prior to completion land surveyors for the vendors will mark out the key corner positions of the sale land and posts will be fixed at these points. A joint inspection to be made by the vendors and purchasers prior to exchange of contracts of the boundary markers. Land surveyors will reaffirm the area and provide DWG format of the plan and GPS coordinates of the posts to the buyers.

Fencing; the buyer will erect a stock proof post and wire fence within six months of completion and maintain thereafter.

Existing rights and easements, land is sold subject to any existing rights and easements, so far as the vendors are aware there is only one relating to an oil pipeline running through the land at the southern end.

**Legal costs**

Each side will pay their own costs but in the event Elmbridge Borough Council do not proceed to completion they will reimburse the vendors reasonable abortive costs.

**(Informative,** Field Common Limited and Lavender have agreed that the 50% New Covenant claw back referenced above, should any monies come from that it will be split in equal shares between Field Common Limited and Lavender. A separate agreement will be entered into by the two parties. Elmbridge Council will not be a party to that contract. Lavender may require that to be registered against the title as a caution Solicitors to advise)

**Vendors Agent**

Claud Waterer Commercial Limited



R3 29/02/2024