

# CHARLWOOD PARISH COUNCIL

Serving the communities of Charlwood, Hookwood and Norwood Hill

[www.charlwoodparishcouncil.gov.uk](http://www.charlwoodparishcouncil.gov.uk)

e-mail: [clerk@charlwoodparishcouncil.gov.uk](mailto:clerk@charlwoodparishcouncil.gov.uk)

## Draft Minutes of Extraordinary General Meeting held on 8<sup>th</sup> June 2020 at 8pm to consider the sale of land at Brickfield Lane

<b>Venue</b>	Meeting held remotely via Zoom
<b>Attending</b>	Penny Shoubridge (PS), Carolyn Evans (CE), Walter Hill (WH), James O'Neill (JON), Richard Parker (RP), Howard Pearson (HP), Lisa Scott (LS), Trevor Stacey (TS). Nick Hague was unable to join the meeting.
<b>Clerk</b>	Trevor Haylett
<b>Also Attending</b>	Various members of the public
<b>Item</b>	
1	(1/806/20) <b>Apologies</b> – .None
2	(2/806/20) <b>Declaration of Interest</b> – Richard Parker and James O'Neill both declared an Interest in this matter, a non-pecuniary Interest, based on the fact that they are both leaseholders of the adjoining Hookwood Memorial Hall and additionally RP as an adjoining landowner as Trustee of JBTMT who own the land.
3	(3/806/20) <b>Reason for Sale</b> – Penny Shoubridge first outlined the history of the site; for some years the Parish Council had been considering it's sale because it served no purpose for the PC and there was a cost in maintaining it. There had been approaches from developers in the past but it was ascertained that planning permission was unlikely to be granted for the site. Additionally, a neighbour had been asking the PC to sell them the land but, to be fair to everyone, it was decided that it be put on the open market with a price of £15,000. Offers had been received far in excess of that amount. The PC has to operate on a strict budget but there are always capital projects that need funding and selling the land at Brickfield Lane would help some of those projects to come to fruition.
4	(4/806/20) <b>To Ratify the Conditions of Sale/Public Comments</b> – An informal meeting of Councillors had been held to consider the Conditions of Sale and these needed to be ratified. The Conditions agreed at that meeting were: a) A 30% uplift to be placed on the land for a period of 25 years. Any future sale of the land in that time would yield a 30% uplift for the PC. b) There should be no building of a permanent nature apart from a single shed or garage. c) No siting of a mobile home or motorhome, or caravan. d) The land should be kept as green as possible (garden or leisure space). e) The land should be fenced.  PS said she would like to remove e) because she did not think it right for the PC to dictate what fence, if any, should be installed there. Walter Hill said he thought the border could be green, it need not be wooden. RP said if the potential purchaser wanted to put up a 6 foot fence would that be acceptable and PS replied that it would have to be in accordance with the planning laws. JON wanted to include showmen homes in c) because that was a separate category of vehicle and that was agreed.

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	<p>There were moves to place an Article 4 on the land but PS explained that it would restrict the purchaser from putting a shed there. James Gordon said that the PC should be aware that there were other examples in Mole Valley of people putting a mobile home on land, pleading hardship and it then proved difficult to remove them. TS suggested that “any habitable use of any nature” be inserted in c). The Clerk suggested that at this juncture the PC should leave the Conditions until the prospective buyers were interviewed when it could be discussed with them. This was agreed.</p>
5	<p><b>(5/806/20) The Offers Received/Public Comments</b> – PS detailed the offers that had been received:</p> <p>Buyer A – offered £15,000. Agreed in principle to the conditions. Wants it for additional garden. B – £30,000, agreed to the conditions. Owns land to the rear of the plot and wants to improve access while retaining parking. C – £13,000 but could revise that depending on the conditions attached to the sale. Had originally offered £35,000. Wants it as additional recreational space and garden area. D – made two offers (i) £25,000 as a single buyer. Wants to tidy up the land ownership and possibly provide Hookwood Memorial Hall with additional parking. (ii) up to £15,000 for some of the land assuming another buyer bought the remainder for the same amount. E – Two offers (i) £15,000 with another £15,000 coming from renting out the land for 20 years. (ii) £20,000 as a single buyer. F - £6,000. G – offered £35,000 but has not responded to recent attempts to contact them so could be discounted.</p> <p>Lisa Scott asked what were the conditions that would persuade Buyer C to revise their offer back up to £35,000. The Clerk said they were unhappy with the original condition which referenced the style and design of the fencing but perhaps the buyer should be given the opportunity to speak to the meeting and explain their position.</p> <p>JON said he was unhappy with C being given “a second bite of the cherry”, claiming there had been a deadline of 6pm that day for all offers. Buyer C said the final conditions were still unclear so that’s why they could not be sure what they would offer and the Clerk said that addressed JON’s point – the conditions were still not agreed upon so it was only fair that C should have that flexibility.</p> <p>Trevor Stacey asked in respect of D, if there was another buyer willing to join forces with them.</p> <p>LS asked if other buyers were aware that there was the possibility of making combined offers. Buyer B said she wasn’t aware of that but would be open to that scenario.</p> <p>Buyer D explained that the second option had arisen out of sensitivity given the fears of the sellers around the future use of the land. A split might negate the possibility of any dwelling of any type being put on the land There had been conversations between prospective partners but no deals struck as yet.</p> <p>Buyer A said they were concerned that neighbour could be pitched against neighbour. PS urged neighbours to talk to each other and said that if people could work together for the benefit of Hookwood residents that would produce the best result.</p>

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Buyer A added that the PC had a moral obligation to question why people were offering double what the land had been valued at. She said those prospective buyers were thinking they could build on the land but it was scrubland and a floodplain and would never receive planning permission. PS said the moral obligation was to get as much money as it could for the community as a whole and it was unknown how the land would be regarded in the future as regards planning permission. TS said beauty was in the eye of the beholder and the land was worth what someone was prepared to pay for it. The Clerk said the guidelines for Parish Councils was a bit of a grey area. On the one hand price should not be the be-all and end-all, other factors such as the suitability of the buyer and what the land would be used for had to be taken into consideration. On the other hand there was a requirement for the PC to realise as much as it could for an asset for the benefit of the whole community.

PS said the possibility of prospective buyers joining forces meant that Buyer H had to be added to the list. Because of this additional dimension, the possibility of buyers combining offers, it was felt that a vote could not be taken on a preferred shortlist at this meeting.

PS proposed a sub-committee be formed to interview all the prospective buyers and then produce a definitive selection that could be voted upon at the following week's Parish Council meeting. That was approved. PS proposed that the sub-committee be composed of Carolyn Evans, LS and TS along with herself. It was seconded by CE and approved.

PS said there were still opportunities to make offers until a final decision was taken but no new offers would be considered from new prospective buyers. James Gordon suggested that a Heads of Terms of the Sale be published so buyers were fully aware of what they were buying and PS said she would take up his offer.

Carole Evans wanted to know whether the turning area was also included in the sale and this was confirmed. As to what happened to the turning circle after the sale, that was up to the eventual buyer. Carole Evans said it was illogical to have a single track with a dead end but without a turning area. PS said some purchasers had said they would leave the area as it is.

Buyer A said on a point of information that if they were to purchase the land they would ensure that cars continued to be able to turn in the turning circle and that the elderly neighbours were looked after in that respect.

**The meeting closed at 21:20pm**