

Proposal by Shere Parish Council for the Peaslake Farm Fields

This note contains a summary of the key terms that are being proposed. It is being circulated ahead of the full council meeting to be held in the Peaslake Village Hall at 7.30 pm on Tuesday 11 June 2024, where Councillors will be available to answer any questions members of the public may have.

The proposal is as follows.

- 1) To enter into a Farm Business Tenancy Agreement with Coverwood Farm
- 2) 25-year term
- 3) The termination clause will include a right for the landlord to terminate the agreement if there has been a material breach or multiple breaches which together amount to a material breach, and which the tenant has failed to remedy within a certain time (to be determined) of being notified by the landlord - but no 15 year / no fault / minor breaches break clause
- 4) The tenant must farm all or part of the holding for the purposes of a trade or business - Coverwood intends to use it for grazing of cattle and haylage
- 5) The tenant will:
 - a) improve biodiversity/environment as part of regenerative farming operation and create wildlife corridors
 - b) install fencing, water tanks (for the cattle to drink) and water and electricity supplies
 - c) subject to planning, install an additional gate at the southern corner of the holding
 - d) upgrade the entrance between the north and south fields
 - e) be permitted to plant trees on an area of up to 30% of the holding (but no forestry)
 - f) allow parking for Peaslake Fair once a year
 - g) be responsible for the trees on the bank abutting the land on Ewhurst Road¹
 - h) enter into an agreement to licence "plot B" (see attached map) for use as the Peaslake community garden / orchard - subject to identifying who the counterparty will be and the licence being finalised within 6 months
- 6) The following are not permitted:
 - a) Anything requiring planning permission, including anything that is allowed under permitted development rights whether current or in the future (e.g. no buildings) – permission from SPC can always be requested
 - b) Except for the community licence, any assignment, underletting, parting with, sharing possession of, or granting any right or licence over the holding
 - c) Caravans, campers or travellers
 - d) Storage containers, advertisements, signs, catering or a farm shop

¹ SPC to be responsible for the road side ditches

- 7) SPC wish to retain a strip of land measuring 10 metres wide and 30 metres long within plot B, adjacent to the Farmyard and hashed in blue on the attached map. If need be, this strip of land may be used for these purposes:
- a) If the affordable housing development on the Farmyard goes ahead, the lease provides that the retained land will be made available for parking / associated development works during the adjacent farm building development programme, i.e. during the building phase. This will include an additional month after practical completion to enable full reinstatement of the land to its original condition – SPC will include in the contract with any new developer an obligation on the developer to do so
 - b) If the affordable housing development on the Farmyard goes ahead, it will increase the number of residents on Ewhurst Road and, possibly, on-street parking. If in the future a sufficient number of the residents consider this to be a problem, they will be able to ask SPC for a public consultation to consider car parking on the retained land

Beyond the information set out above in this paragraph 7, details are yet to be agreed