# TO LET – OFFERS INVITED

Grass Paddock off Houghton Lane, Sancton, East Riding of Yorkshire



# THE PROPERTY

A useful grass paddock extending to 2.02 acres (0.82 Ha) or thereabouts, and shown edged red on the Plan. The land has most recently been used as a playing field by the local community; however, it is ideally suited for reversion to agricultural use, either for the grazing of livestock or for mowing.

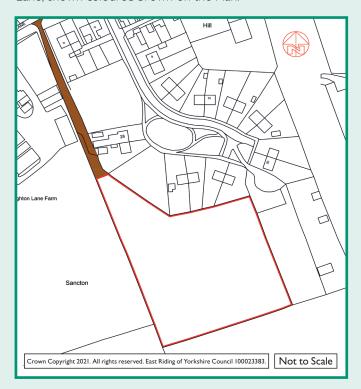
CLOSING DATE: 12 NOON WEDNESDAY, 1 SEPTEMBER 2021

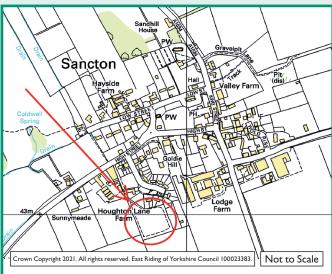
Valuation and Estates, County Hall, Beverley, HU17 9BA



# LOCATION

The property is located on the western edge of Sancton village. Access is available via a track running from Houghton Lane, shown coloured brown on the Plan.





# LICENCE TERM

A new Licence is available for a term certain of one year, and then from year to year until either party provides the other with three months written notice.

# THE LICENSEE COVENANTS

#### Licence fee

To pay the Licence fee annually in advance.

The Licence fee will be reviewed annually in line with the retail price index.

#### Outgoings

To pay all rates, taxes, charges, insurance assessments, duties and any other outgoing whatsoever.

#### Permitted Use

- To mow or graze and use the said land in a good and husband like manner and not take any produce other than grass off the land.
- To stock the land with the Licensee's own livestock only.
  The Licensee will not overgraze the land and will be permitted to keep of a maximum of 2 horses on the site at any time.
- Not to make any alterations or improvements on the said land other than in compliance with the terms of this Licence.
- Not to permit trespass on the land.

#### **Maintenance**

- The Licensee takes the property as seen and will return it in no worse a condition than at the start of the agreement. A record of condition will be prepared by the Licensor and agreed with the Licensee prior to commencement of the term.
- The Licensee will be responsible for a contribution towards the reasonable cost of maintaining the access track shown coloured brown on the plan, such contribution to be apportioned according to user.
- To clear and keep the said land clean and free from Spear Thistle, Creeping or Field Thistle, Curled Dock, Broad-leaved Dock, Japanese Knot Weed, Ragwort and other injurious weeds, disease and vermin.
- To keep the existing gates, fences and ditches in good order.
  The Licensee shall be responsible for ensuring that all boundaries are adequately stock proof; any additional fencing that is required will be erected at the cost of the Licensee.

## Buildings

Not to erect or construct any permanent buildings on the land, or to use the land for the storage of trailers or caravans etc. The Licensee is required to seek written approval of the council for any temporary building that may be required.

# Indemnity

The Licensee will indemnify the council against any claim, action, breach or demand whatsoever arising out of his occupation of the land or a breach of any of the covenants in this agreement. The Licensee undertakes to ensure that he or his agents or any person attending or for the time being in charge of the livestock present on the said land will comply with The Welfare of Livestock Regulations 1990 or any statutory modification or re-enactment thereof for the time being in force.

#### Nuisance

Not to do or cause or permit to be done any act or thing on or near the land which may be or become a nuisance or inconvenience or cause damage or annoyance to the council or owners or occupiers of adjacent land or members of the public.

## Assignment

Not to assign, underlet, share or part with possession of the said land or any part thereof.

# Termination

Either party may terminate the Licence at any time by giving three months written notice.

The council will not pay any compensation on termination of the Licence.

# WARRANTY

No warranty is given or implied as to the condition or suitability of the Property.

### VAT

The council reserves the right to levy VAT on this transaction.

# COUNCIL'S COSTS

The Licensee will be required to make a contribution of £400 towards the council's costs in granting the licence.

# SERVICES

There are no services to this field.

# VIEWING

Viewing is permitted at any reasonable daylight hour, with a set of these particulars in hand.

# LEGAL TITLE AND BIDDING PROCESS

The council holds the freehold title to the land and invites bids for the Licence of the grazing land.

The council do not hold Basic Payment Scheme entitlements for the land.

The council reserves the right to impose by negotiation further restrictive covenants depending on the nature of any bid under consideration.

The council may wish to shortlist bidders or enter into further negotiations prior to the completion of any transaction or to re-advertise.

The council does not undertake to accept the highest or any bid in respect of the land and shall not be liable for the bidder's costs in submitting a bid.

The canvassing of any member or officer of the council for the acceptance of any bid will disqualify the bidder by or on whose behalf the canvassing is carried out.

All bids must be submitted in accordance with the procedure set out on the bid form and must include the following details:

- I. The full name and address of the bidder(s).
- 2. Full details of the proposed use for the land.
- 3. Licence fee offered.

To request a bid form or for further information please contact Anna Fountain, Valuation and Estates Service, County Hall, Cross Street, Beverley, HUI7 9BA on (01482) 393933 or anna.fountain@eastriding.gov.uk

All offers must be received before I2 noon on Wednesday, I September 2021.



# Misrepresentation Act 1967: (As amended by section 8 (I) of the Unfair Contract Terms Act 1977)

East Riding of Yorkshire Council give notice that: I. These particulars do not constitute any part of an offer or contract. 2. None of the statements contained in these particulars as to the property are to be relied on as statements of representations of fact. 3. Any intending Tenant/Licensee(s) must satisfy themselves by inspection or otherwise as to the correctness of each of the statements contained in these particulars. 4. The council does not make or give any person in their employment any authority to make or give any representation or warranty whatsoever in relation to the property.