

FOR SALE

EMPLOYMENT LAND
TO THE WEST OF THE A6 / PRESTON
LANCASTER NEW ROAD
NATEBY / GARSTANG
PR3 1DY

SUBJECT TO CONTRACT / SUBJECT TO
PLANNING

- COMMERCIAL BOUNDARY TOTAL AREA APPROX 11.1 ACRES / 45038 SQ M
- AVAILABLE AREA WITHIN MEASURES APPROX 9.1 ACRES / 36979 SQ M
- PART OF A LARGER SCHEME OF WHICH THE REMAINDER OF THE LAND IS BEING SOLD FOR RESIDENTIAL (HOUSING) DEVELOPMENT
- SUBJECT TO PLANNING AND SET RE-DEVELOPMENT CRITERIA DETAILED WITH THIS BROCHURE
- UNCONDITIONAL OFFERS PREFERRED HOWEVER CONDITIONAL OFFERS WILL BE CONSIDERED

ASKING PRICE: OFFERS INVITED



LOCATION

The Employment Land is located to the west of the A6 / Preston Lancaster New Road, Garstang. The larger full proposed development land is bounded by Nateby Crossing Lane, Croston Barn Lane, Lancaster Canal and the A6 Preston Lancaster New Road, in Nateby / Garstang. To the west of the land is Garstang Marina and Bridge House Marina. To the east of the site is the dense residential area of Garstang, with Garstang town centre being a short walk from the subject development land. The surrounding areas include Nateby, Scorton, Cabus, Bonds and Catterall.

The A6 runs parallel with the M6 motorway and now connects via the newly constructed bypass named James Towers Way at Junction 1 with the M55 motorway. Access is available via Junction 1 into Fulwood and towards Preston City centre. The M55 connects with the M6 at Junction 32, leading to the motorway network beyond. From the North, take J33 off the M6, onto A6 South and proceed down to Garstang. Garstang & Surrounding Areas The land is located within the parishes of Nateby / Garstang and Garstang itself is a market town covered in history. Garstang boasts a thriving high street, well supported by the local residents. It is frequented for shopping trips, family days out and offers all from traditional pub lunches to an array of local businesses, cafes and restaurants.

Nateby / Garstang and the surrounding areas can be visited and enjoyed by car, public transport, bicycle or on foot. Attractions include the ruins of Greenhalgh Castle, the River Wyre and Lancaster Canal that is navigable for approximately 40 miles and winds through some of the most spectacular scenery in the North West of England. The hills of the Forest of Bowland are close by which is a designated area of outstanding natural beauty. Garstang is in fact the starting point for a range of walking routes through the surrounding scenic pastures and woodlands.

Additional attractions within driving distance include the Barton Grange complex and destination garden centre that is presently constructing a new £8 million facility that will include a curling rink, ten pin bowling, a premium 3-screen cinema, all-weather crazy golf course, two golf simulators and two new restaurants. Dewlay Cheese is a family owned multi-award winning dairy which boasts the country's first purpose-built viewing gallery and cheese shop. Guy's Thatched Hamlet is situated on the Lancaster Canal at Bilsborrow close to Garstang. Old Holly Farm is a family attraction that includes an open farm, indoor playbarn, café and shop.

Well respected primary and secondary schools are nearby as well as Myerscough College, the University of Central Lancashire and Lancaster University being within commuting distance. The city centre of Preston is easily accessed via the A6, boasting high street retailers, major retail parks and a vibrant social and cultural scene. Surrounding towns to include Poulton Le Fylde, Blackpool, Lytham St Annes and Lancaster are within easy reach by car. Kendal and the start of the Lake District is also an approximate 45 minutes commute.

SUMMARY

The Employment land which measures approximately 11.1 acres (gross), is part of an approximate 38.7 acre (gross) prime residential and commercial development. To the west of the A6 and the affluent town of Garstang in Lancashire. The Employment land is associated with the proposed re-development of the residential land that adjoins and referred to as Scheme A. Please request the associated brochure if not already provided.

Misrepresentation Act 1967: Duxburys Commercial, as agents for the vendor or, as the case may be, lessor (the "Vendor") and for themselves, give notice that;

- (1) These particulars are provided merely as a general guide to the property. They are not and shall not hereafter become part of any other contract.
- (2) The Statements herein are made in good faith without any responsibility whatsoever on the part of the Vendor, Duxburys Commercial or their servants. It is for the purchaser or as the case may be the Lessee (the "Purchaser") to satisfy himself by inspection or otherwise as to their accuracy and fullness, he must not in entering into any contract or otherwise rely upon these particulars as statements or representations of fact.
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- (5) Nothing in these particulars should be deemed to be a statement that the property is in good condition or that any of the facilities are in working order.

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AREA(S)

In relation to the plan with the marketing details:

Commercial Boundary Total Area: 45038 sq m. / approx. 11.1 acres.

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Commercial Boundary Available Area: 36979 sq m. / approx. 9.13 acres.

This excludes the areas titled: shared infrastructure (x 2 areas), Drainage Easement (x 2 areas) and Waste area.

ADDITIONAL INFORMATION (TO BE PROVIDED VIA ATTACHMENT)

- Foul drainage easement plan
- Copy of the LARGER SCHEME Marketing Details
- Copy of the s106 unilateral undertaking relating to application 14/00458/OULMAJ
- Copy of the Appeal Decision relating to application 14/00458/OULMAJ

Copy of the s106 unilateral undertaking

We are informed that the local authority has confirmed that this is the s106 Unilateral Undertaking that relates to the planning permission granted on appeal, albeit they cannot find the copy executed by the council.

Please see below an extract of an email received from the local authority:

Further to your request for a copy of the s106 unilateral undertaking relating to application 14/00458/OULMAJ, Lancashire County Council and Wyre Council have both reviewed their records at some length and to date have been unable to locate the signed and dated section 106 unilateral undertaking. Clearly the signed and dated document was provided by the landowners. The document was seen by the Inspector at the Planning Inquiry and is specifically referred to in detail at paragraphs 12, 13 and 14 of the Appeal Decision, a copy of which is attached to this email. Both authorities have approached the Planning Inspectorate to ascertain whether or not the Inspector retained the signed and dated undertaking but without success. Both authorities hold relevant legal files and I attach also to this email a scanned copy of a signed but undated document from Wyre Council's records. The authorities will continue to endeavour to locate the missing document and, notwithstanding that it is misplaced, the site clearly remains bound by the obligations.

Following the Hillside Park ruling of the Supreme Court, the Employment Land must be sold subject to the following restrictions on planning and implementation of any other scheme than the scheme attached *[approved scheme by Story and Jones to follow]*

No planning application or material variation for a different scheme or use on the employment land can be made without the approval of Story Homes Ltd and Jones Homes (Lancashire) Ltd "Story& Jones"

Any application that is approved must also contain a scheme identical to their submitted housing scheme for the housing land with planning documentation to facilitate this being made available for that purpose by Story and Jones.

No approved planning consent, once granted, can be implemented without the approval of Story and Jones;

These restrictions to last for 6 years ("the Restricted Period") from commencement of development of the housing scheme on the housing land or sooner if they complete their development sooner;

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Story and Jones will commence development within 18 months of completion of the acquisition of the housing land following exchange of contracts on 14.2.2023;

Any purchaser will be required to enter a direct deed of covenant or adherence with Story and Jones in relation to these and other provisions of the Sellers' sale contract of the housing land;

If Story and Jones consent to the implementation of an approved scheme, the time restriction will then fall away for that consented scheme;

Any increase in cost to Story and Jones as a result of any approved planning application impacting their consent for the housing land (such as by the imposition of new s106 obligations or more onerous planning conditions) must be indemnified;

Story and Jones will act reasonably where any change in law or guidance on the Hillside Park case would permit them to agree to reduce or cancel the Restricted Period where they were content that implementation would not have the effect of invalidating their housing consent.

SCHEME A

Please refer to Scheme A, within the LARGER SCHEME marketing details. Please dismiss the information relating to Scheme B.

In relation to the site as a whole, the Residential Land is sold subject to contract, to two national house builders as part of a shared scheme, based on Scheme A. The Residential Land is designated as **Area 1**, **Area 2** and **Area 3**, as per the marketing details and coloured Areas Plan.

We are now concentrating on the sale of the Employment Land, **Area 4**. As per the coloured Areas Plan.

Employment Land

The updated Gross Area of the Employment Land is circa 11.1 acres, once the area required for the pond to facilitate the development of the Residential Land is deducted.

Following a deduction of the area of land for the Easement, as detailed further on within this document, the area of the Employment Land then calculates to circa 9.1 acres.

Sustainable Drainage System (SUDS)

Please see (below) included a plan, which will contribute to the Net Developable Area, which is relevant to the Employment Land. The Employment Land has been reduced to allow for the SUDS, pond and easement strip for rising main/surface water. A larger sized copy of this plan is available via separate email on request also.

The purchaser of the Employment Land will be responsible for providing their own services. In terms of the drainage for the Employment Land, the residential developers will be responsible for constructing the surface water SUDS and drains within 30 months of completion of the purchase of the Residential Land and for maintaining the SUDS at no cost to the Employment Land, but only in part and with limitations. Additional information on this point will hopefully be available in due course. At this stage it is unknown as to exactly how the Employment Land will be developed, hence the buyers will have to make their allowances also i.e. if there is to be another/additional pond required within the Employment Land.

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Agents Notes: a separate and additional copy of the above will be emailed out to all interested parties.

Modern Commercial Building Facade Design

The sellers of the Employment Land will stipulate the authorised materials, to be used for all the buildings, in terms of the building facade design i.e. faced with brick, stone, timber/wood cladding, glass etc. Further and additional details to be confirmed in due course.

Additional Information

Additional information is available on the Wyre Council planning department website. There is a s106 Unilateral Undertaking Agreement affecting the whole site, and the Residential Developers will assume responsibility for all payments on commencement of development. However if the residential developer does not complete the purchase, some s106 obligations could fall to the Employment Land development. The UU Agreement can be provided on request.

Written Offers via email

We would like your offers to consider and provide for the following:

- Confirmation of offer price.
- Method of payment i.e pure cash, cash deposit and part finance, full finance.
- Precise and full purchaser details.
- Proof of funds / funding, confirmation of any banks or financial lenders involved.
- Confirmation of internal approval procedure, if applicable.
- Precise and full solicitor details.
- Any additional points you feel are relevant to your offer or the subject land.

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Please also take note of the below points:

Unconditional offers are certainly preferred by the sellers; however conditional offers will be received and considered.

The restrictions on Use are:-

no B2 or B8 at any time (subject to point c. below).

For a period of 5 years no pure C3 residential housing.

Permitted Development - nothing except light industrial, commercial, retail, leisure within classes E and F (provided these are not incompatible with the use of the residential site as a housing estate) and hybrid light industrial within class E with ancillary storage and distribution within class B8 not to exceed 250 square meters of net internal floor area in any single unit or amalgamated units - height 7.3 metres and retirement or care residential accommodation within C2 or C3(b)

Overage would be for a period of ten years at 50% of the uplift in net development value (Development overage) attributable to any new planning consent OR on any profit/uplift in value for a sale-on of the property/land without alternative planning permission and undeveloped (turn overage). Overage to be paid on the grant of planning or on a disposal of the property/land without development or alternative planning. Restriction on dealings to secure the payment of the overage. Purchaser may deduct proper promotion costs of obtaining planning permission in order to arrive at the uplift in net development value.

Requirement to enter a deed of adherence with the buyers of the residential land in relation to positive works obligations in respect of the easements. Further details / terms to be provided in due course.

Provision of easement plans, to show where services and drains will be, to be addressed/clarified in due course.

All offers are to be provided in writing and emailed to Adam Taylor at Duxburys Commercial, via Email: adam@duxburyscommercial.co.uk as soon as possible and with a deadline date of 5pm on Friday 16th June 2023.

Confirmation of receipt of your offer will be provided via reply email also. Please ensure that you do receive a receipt email.

Timescale to Exchange and Completion: the successful bidder will be requested to exchange and complete on the purchase, within 6 weeks of receipt of the full sale pack by their solicitor, from the seller's solicitor.

ANTI-MONEY LAUNDERING

In accordance with Anti Money Laundering Regulations, two forms of identification and proof of funding will be required from the successful purchaser/tenant. Please note that we are required to electronically verify identification documents.

VAT

Disclaimer: prices quoted are exclusive of VAT but may be subject to VAT at the prevailing rate.

VIEWINGS

Strictly via prior appointment through Duxburys Commercial on 01772 280500 or 01253 316919 Option 1 or email: adam@duxburyscommercial.co.uk

Disclaimer / Planning Disclaimer

The sales particulars have been produced with information provided by the owners and their advisors and are made in good faith without any responsibility whatsoever on the part of Duxburys Commercial or the owners and their advisors. It is for the interested party / purchaser or as the case may be the lessee to satisfy themselves by inspection or otherwise, as to the accuracy or fullness of the information. They must not in entering into any contract or incurring costs or otherwise rely upon these particulars as statements or representations of facts. It is the responsibility of the tenant(s) / buyer(s) to make all relevant planning enquiries into planning permission. All planning enquiries to be made directly to the relevant authorities / planning department. No warranties are given by the agent in relation to planning.

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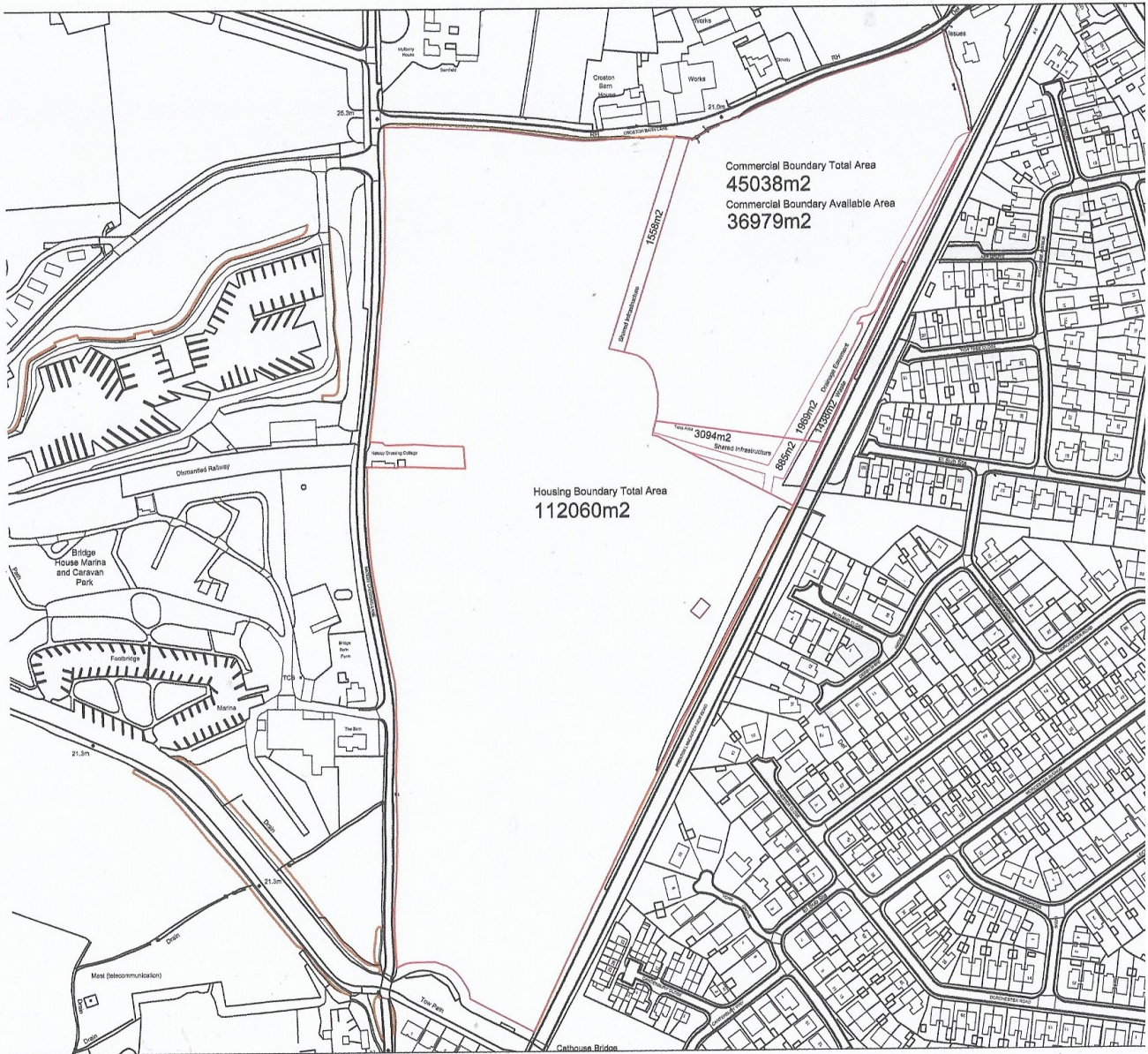
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Above plan for guidance only. Not to be relied upon solely.

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