

# AGRICULTURAL LAND

Whittington Road, Barrow Hill, Chesterfield 20.60 Hectares (50.90 Acres) of Agricultural Land



## **INTRODUCTION**

The property consists of a strategically located bare block of land extending to approximately 50.90 acres (20.60 hectares) of arable land.

There may be some long term development potential for the Property given its strategic location on the urban fringe on the outskirts of the town of Barrow Hill. This is for the Purchaser to make their own enquiries with the Planning Authority.

## **LOCATION & SITUATION**

The land is well positioned being accessed from the Public Highway known as Whittington Road.

The nearest postcode is: S43 2PW

What3Words: ///zebra.robots.shiny

#### DESCRIPTION

The land is split into a block of 6 field parcels and was last within an arable rotation in 2019 and produced an average yield of 3t/acre for a first wheat.

The land is classified as Grade 4 on the Ministry of Agricultural Land Classification sheet and the soil is a heavy clay.

## **SCHEDULE OF AREAS**

In total the land extends to 50.90 acres (20.60 hectares) of a rable land:

Field Number	Hectares	Acres
5946	6.82	16.85
3036	2.27	5.61
7736	3.47	8.57
6129	2.12	5.24
4126	3.91	9.66
4315	2.01	4.97
TOTAL	20.6	50.90

## TENURE

The property is being sold with vacant possession.

## **ENVIRONMENTAL SCHEMES**

It is understood that the land is in a 5 year countryside stewardship scheme which commenced in 2021. The land has been broadcast with a winter bird seed mix.

A NIL claim has been made for the 2024 year.

Copies of the environmental scheme can be provided by contacting the selling agents.

## **OVERAGE**

The land will be sold subject to an existing overage as outlined in a transfer deed dated 2015 for any development other than agricultural or equestrian purposes at a rate of 50% until 2025. Copies of the existing overage can be provided by contacting the selling agents.

In addition to this, the land will be sold with an overage for any development (other than agricultural purposes) and this will apply to any residential development, commercial development, equestrian or renewable energy. The rate will be 30% which is payable on the grant of a valid planning consent, the period will run until March 2054.

## **METHOD OF SALE**

The property is offered for sale on the open market by Private Treaty as a whole. The vendor reserves the right to conclude the sale by an alternative method, at their discretion.

The purchaser will be required to exchange contracts within 28 working days of receipt by the purchaser's solicitor of a draft contract, with competition by arrangement. A 10% deposit will be payable upon the exchange of contracts.

## **ANTI-MONEY LAUNDERING**

In accordance with the most recent Anti Money Laundering Legislation, buyers will be required to provide proof of identity and address to the selling agent once an offer has been submitted and accepted (subject to contract) prior to solicitors being instructed.

## LAND REGSITRATION

The Property is registered with the Land Registry and forms part of Registered Title DY494872.

## SERVICES

There are no mains services to the land, although they are believed to be available nearby.

## DRAINAGE

The property has the benefit of a right of drainage through all existing pipes and culverts.

#### **SPORTING, TIMBER & MINERALS**

All timer, mineral and sporting rights are excepted and reserved.

## **WAYLEAVES & EASEMENTS**

The Property is sold subject to and with the help and benefit of all existing rights of way, whether public or private, light, support, drainage, water and electricity supplies and other rights, easements, quasieasements, and all wayleaves referred to or not in these particulars.

There are electrical wayleaves which cross the land.

## HOLDOVER

It is not anticipated that holdover will be required.

#### EARLY ENTRY

Early entry onto the property may be available following the exchange of contracts subject to a 20% deposit and entirely at the purchaser's own risk.

#### NITRATE VULNERABLE ZONE

The land is situated within a Nitrate Vulnerable Zone for surface water.

## VAT

Should the sale of the land become a chargeable supply for the purpose of VAT, such tax shall be payable by the purchaser in addition to the contract price.

#### **HEALTH & SAFETY**

Given the potential hazards we would ask that you be as vigilant as possible when making your inspection of the property for your own personal safety.

#### VIEWING

Viewing is permitted during daylight hours with a set of these sales particulars to hand, having contacted the Selling Agents in advance.

Tel: 01482 421234

#### **BOUNDARIES**

The buyer(s) shall deem to have full knowledge of all boundaries and neither the seller nor the selling agents will be responsible for defining boundaries nor their ownership.

#### DISPUTES

Should any dispute arise as to the boundaries or any point arising in the General Remarks and Stipulations or Particulars of Sale, schedule, plan or interpretation of any of them the question shall be referred to the arbitration of the selling agent, whose decision acting as expert shall be final. The purchaser(s) shall be deemed to have full knowledge of all boundaries and neither the vendor nor the vendor's agents will be responsible for defining the boundaries or the ownership thereof.

#### **PLANS, AREAS & SCHEDULES**

These have been prepared as carefully as possible and are based on the Ordnance Survey National Grid plans. The plans are published for illustrative purposes only and although they are believed to be correct, their accuracy is not guaranteed.

#### **VENDOR'S SOLICITORS**

BRM Solicitors, 99 Saltergate, Chesterfield, S40 1LD Contact: Sanjeev Batra

## **VENDOR'S AGENTS**

Brown & Co, 8 Melton Enterprise Park, Redcliff Road, North Ferriby, East Yorkshire, HU14 3RS

Contact: Chloe Greig – 07557 158964 <u>chloe.greig@brown-co.com</u> Or: James Walton – 07920 496350 <u>james.walton@brown-co.com</u>

#### **IMPORTANT NOTICES**

Brown & Co for themselves and the Vendors or Lessors of the Property give notice that:

- 1. These particulars are intended to give a fair and accurate general outline only for the guidance of intending Purchasers or Lessees and they do not constitute an offer or contract or any part of an offer or contract.
- 2. All descriptions, dimensions, references to condition and other items in these Particulars are given as a guide only and no responsibility is assumed by Brown & Co for the accuracy of individual items. Intending Purchasers or Lessees should not rely on them as statements or representations of fact and should satisfy themselves as to the correctness of each item by inspection or by making independent enquiries. In particular, dimensions of land, rooms or buildings should be checked. Metric/imperial conversions are approximate only.

- 3. Intending Purchasers or Lessees should make their own independent enquiries regarding use or past use of the property, necessary permissions for use and occupation, potential uses and any other matters affecting the property prior to purchase.
- 4. Brown & Co, and any person in its employment, does not have the authority, whether in these Particulars, during negotiations or otherwise, to make or give any representation or warranty relation to this property. No responsibility is taken by Brown & Co for any error, omission or mis-statement in these Particulars.
- 5. No responsibility can be accepted for any costs or expenses incurred by intending Purchasers or Lessees in inspecting the property, making further enquiries or submitting offers for the Property. Any person inspecting the property does do entirely at their own risk.
- 6. All prices are quoted subject to contact and exclusive of VAT, except where otherwise stated.
- 7. In the case of agricultural property, intending purchasers should make their own independent enquiries with the RPA as to Basic Payment Scheme eligibility of any land being sold or leased.
- 8. Brown & CO is the trading name of Brown & Co Property and Business Consultants LLP. Registered office: The Atrium, St Georges Street, Norwich NR3 1AB. Registered in England and Wales. Registration Number OC302092.
- 9. These Particulars were prepared in May 2024.









Contact:

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8 Melton Enterprise Park, Redcliff Road, North Ferriby, East Yorkshire, HU14 3RS 01482 421234 <u>humber@brown-co.com</u>





#### **BEST & FINAL OFFER LETTER**

#### 20.60 hectares (50.90 acres) at Barrow Hill, Chesterfield

#### **AVAILABLE AS A WHOLE**

## TENDERS MUST BE SUBMITTED TO THE BROWN & CO HUMBER OFFICE, 8 REDCLIFF ROAD, NORTH FERRIBY HU14 3RS NO LATER THAN 12 NOON ON <u>WEDNESDAY 10<sup>TH</sup> JULY 2024</u>

Buyers Details:	
Name	
Address	
Telephone	
Email address	

Solicitors Details:		
Name		
Address		
Telephone	(homo)	(mobilo)
Email address		

Agents Details (If applicable):
Name
Address
Telephone (mobile)
Email address



HU/CG/A72

**Buyers Financial Position:** 

## (THE PRICE OFFERED SHOULD BE AS A WHOLE AND NOT PER ACRE)

AS A WHOLE – 20.60 HECTARES (50.90 ACRES) AT BARROW HILL, CHESTERFIELD				
OFFER	£			
IN WORDS				

<b>ANY OTHER INFORMATION:</b> (Please continue on additional pages if required)	

Signature .....

Date .....