

**VALE OF CLWYD AGRICULTURAL LAND
CAE COCH
NEAR LLANYNYS
DENBIGH
DENBIGHSHIRE
LL16 4PB**



**1.10 Acres (0.44 Ha) or thereabouts
of productive land being sold subject to existing allotment tenancy agreements with 2 bay
mono-pitch agricultural storage outbuilding, piped water supply from a mains source and
road frontage access. The land may well be suited to potential purchasers as existing
allotments, conventional agriculture, biodiversity offsetting or pony grazing (subject to
statutory consents, as appropriate).**

(as a whole)

**FOR SALE BY FORMAL TENDER
Tenders close at
12 noon on Wednesday 15th May 2024**

**The sale is being conducted via our Colwyn Bay Office
(Tel: 01492 510360)**

Plas Eirias Business Centre / Abergele Road / Colwyn Bay / Conwy / LL29 8BF
Tel 01492 510360 **Fax** 01492 512151 **Email** colwynbay@dmpropertyconsultants.com

GENERAL REMARKS

INTRODUCTION

An opportunity arises to purchase a productive, versatile block of agricultural land (currently let as Allotment Garden plots) together with agricultural storage outbuilding, located near Llanynys, Denbigh extending, in all, to 1.10 Acres (0.44 Ha) or thereabouts. In addition to agriculture the land may be of interest for a variety of uses (e.g. Bio-diversity offsetting, or pony grazing) subject to planning permission being granted as appropriate.

SITUATION

The land parcel is situated as shown, for identification purposes only, on the Location & Site Plans accompanying this brochure, being approximately 1 mile from Llanynys, some 4 miles from Denbigh and 5 miles or thereabouts from Ruthin.

Please refer to the accompanying Site & Location Plans for further clarification.

TENURE

The property is Freehold and offered subject to existing yearly, Allotment, tenancy agreements to 12 'plots', referred to as 'Gerddi Bryn Coch', forming part of Cae Coch land. All Tenants have been served with notices to end the letting arrangements on 31st December 2024. The Completion Date is set for **3rd July 2024 (or earlier by arrangement)**.

MODE OF SALE

These land parcels are offered for sale by Formal Tender.

TENDERS

All Tenders are to be submitted on the tender form(s) attached to the sale brochure** (being accompanied with the appropriate deposit sum - please refer to legal Particulars of Sale) and sent to **DMPC, Plas Eirias Business Centre, Abergele Road, Colwyn Bay LL29 8BF** in a sealed envelope marked "**CAE COCH LAND**". All Tenders must be received by **12 NOON** on **Wednesday 15th May 2024** and **accompanied by payment of the appropriate deposit** (made payable to 'Guthrie Jones & Jones Solicitors'), being 10% of the amount tendered. Only the successful buyer(s)' deposit will be encashed with any deposit for unsuccessful tenders being returned by post. Acceptance of the Tender by the Vendors in this manner will constitute exchange of contracts for sale, so intending purchasers are advised to make themselves familiar with the contract terms (and any acceptance of a Tender, by the Vendors will be on the basis that these documents have been inspected and agreed). Also, please insert detail of the **name and address of the Tenderer on the back of the sealed envelope**.

The Vendors will not be bound to accept the highest or any Tenders. All Tenders will be notified no later than **22nd May 2024**. To endeavour to avoid duplication of offers, it is suggested that the Tenders submitted should be for an uneven monetary amount.

CONTRACT/CONDITIONS OF SALE

A copy of the Contract/Condition of Sale, together with the Tender document is attached to this brochure**. A Tender Pack will be available for inspection via **Guthrie Jones & Jones Solicitors** at their Denbigh office.

**** IF REQUIRING THE TENDER DOCUMENTATION PLEASE CONTACT DMPC'S COLWYN BAY OFFICE.**

MONEY LAUNDERING & TERRORIST FINANCING & TRANSFER FUNDS (INFORMATION ON THE PAYER) REGULATIONS 2017

In order to conform with the Money Laundering & Terrorist Financing & Transfer of Funds (information on the Payer) Regulations 2017 (as amended), ALL proposed Tenderers must complete a **DMPC Identify Verification questionnaire** (available from our Colwyn Bay office - Tel 01492 510360) **IN ADVANCE OF TENDERS BEING SUBMITTED** (and also provide proof of identification and address as well as confirmation of the funding source for the potential purchase) . **If this detail is not satisfactorily received prior to the tender date, then DMPC may be required to regard the Tender as void.**

TOWN AND COUNTRY PLANNING

The property, notwithstanding any description contained in these particulars, is sold subject to any Development Plan, Tree Preservation Order, Town Planning Scheme, Agreement, Resolution or Notice which may be existing or become effective and also subject to any Statutory Provision(s) or By-Law(s) without obligation on the part of the Vendor or the Selling Agents to specify them.

EASEMENTS, WAYLEAVES AND RIGHTS OF WAY ETC

This property is sold subject to all and any rights, including rights of way, whether public or private, light, support, drainage, water and all existing Wayleaves for masts, pylons, stays, cables, wires, drains, water, gas and electricity supplies; and other rights and obligations; quasi-easements and restrictive covenants; and all existing Wayleaves for masts, pylons, stays, cables, wires, drains, water, gas and other pipes whether referred to in these particulars or not. The property is also conveyed subject to all matters revealed in the title accompanying the Contracts of Sale.

VIEWING ARRANGEMENTS

Viewing is **strictly by prior appointment** by contacting the Selling Agents, DMPC, on **01492 510360**.

SPORTING RIGHTS

In so far as the Sporting Rights are owned by the Vendor, they are included in the sale.

TENANT FIXTURES, RENT & ALLOTMENT PLOTS CONDITION ON TERMINATION

The Tenants will be entitled to remove any owned plants (including trees), fixtures (e.g. Plot Demarcation fencing) & chattels by, the end of the Letting arrangements and no rent will be deemed payable to the Purchaser for the residual period to 31st December 2024. Clause 10 of the letting agreement template states that in the event of the termination of the tenancy the Teant shall'leave the plot in a clean and tidy condition. If in the opinion of the Landlord the plot has not been left in a satisfactory condition; any work carried out by the Landlord to return the plot to a satisfactory condition shall be charged to the Tenant (section 4 Allotments Act 1950).'

N.B. ALL POTENTIAL BUYERS SHOULD SATISFY THEIR OWN REQUIREMENTS, AND OBTAIN LEGAL ADVICE, AS APPROPRIATE, REGARDING THE TENANCY TERMS (AND IN ALL RESPECTS) PRIOR TO A COMMITMENT TO PURCHASE.

BASIC PAYMENT ENTITLEMENTS

For the avoidance of any doubt no Basic Payment Entitlements will be included in the sale.

SERVICES

The agents, Davis Meade Property Consultants, have **not** tested any services, appliances, apparatus or equipment appropriate to the subject property. **NB INTERESTED PARTIES MUST SATISFY THEIR OWN REQUIREMENTS IN ALL RESPECTS (INCLUDING AVAILABILITY & CAPACITY) PRIOR TO A COMMITMENT TO PURCHASE.**

VAT

Any guide prices quoted or discussed are exclusive of VAT. In the event that a sale of the property or any part of it or any right attached to it becomes a chargeable supply for the purpose of VAT, such tax will be payable in addition, by the Purchaser.

PLANS & PARTICULARS

These have been carefully prepared and are believed to be correct but interested parties must satisfy themselves as to the correctness of the statements within them. No person in the employment of the Agents Davis Meade Property Consultants (DMPC) has any authority to make or give any representation or warranty whatsoever in relation to this property and these particulars do not constitute an offer or contract. Certain boundary lines on site may not accord with those identified on the plans accompanying this Brochure and some internal divisions may have been removed since the Ordnance Survey compiled the relevant Map Editions.

IMPORTANT

1. These particulars have been prepared in all good faith to give a fair overall view of the property; please ask for further information/verification.
2. Nothing in these Particulars shall be deemed to be a statement that the property is in good structural condition or otherwise, nor that any services, appliances, equipment or facilities are in good working order. Purchasers should satisfy themselves on such matters prior to purchase.
3. The photograph(s) depict only certain parts of the property. It should not be assumed that the property remains as displayed in the photograph(s). No assumption should be made with regard to parts of the property that have not been photographed. Please ask for further information if required.
4. Any area, measurements, aspects or distances referred to are given as a GUIDE ONLY. If such details are fundamental to a purchaser, such purchaser(s) must rely on their own enquiries.
5. Where any reference is made to Planning Permission or potential uses, such information is given by Davis Meade Property Consultants in good faith. Purchasers should, however, make their own enquiries into such matters prior to purchase.
6. Descriptions of the property are subjective and are used in good faith as an opinion and NOT as a statement of fact. Please make further specific enquiries to ensure that our descriptions are likely to match any expectations you may have of the property.

DISPUTES

Should any dispute arise as to the boundaries or any points included in General Remarks, Stipulations, Particulars or on the Plans (or the interpretation of any of them) the questions shall be referred to the arbitration of the Selling Agents, Davis Meade Property Consultants, whose decision acting as Vendor's Agents shall be final.

VENDORS SOLICITORS

Guthrie Jones & Jones, 29 Ruthin Road, Denbigh LL16 3EH - Tel:- [01745 814817](tel:01745814817) (FAO: Mr Osian Roberts).

PROPERTY LOT

Cae Coch, Llanynys, Denbigh LL16 4PB

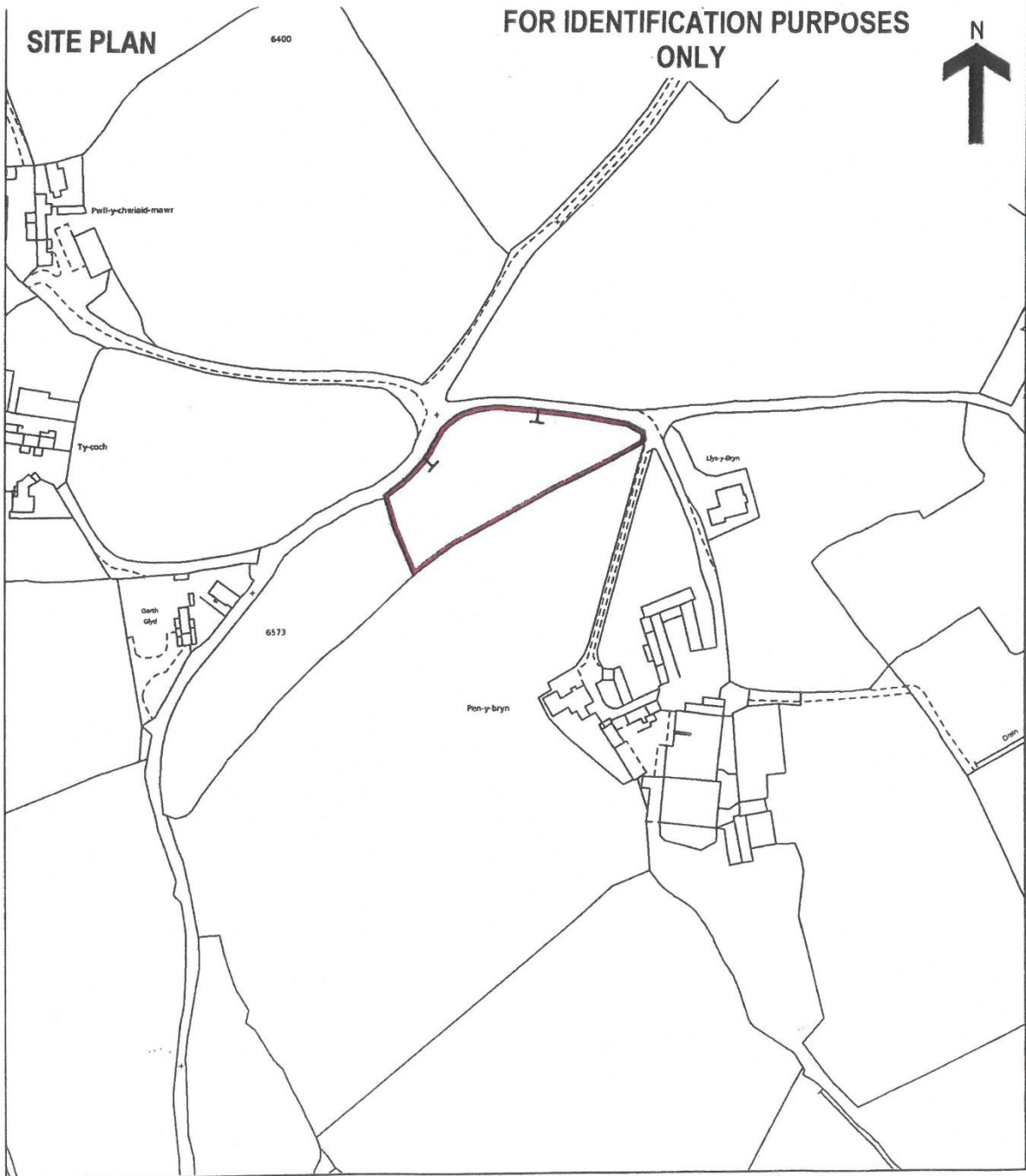
(shown for identification purposes only edged 'red' on the attached Site Plan).

A useful block of versatile vale of Clwyd agricultural land extending to 1.10 Acres (0.44 ha) or thereabouts, having a 2-bay mono-pitch agricultural storage outbuilding, chiefly fence and hedge boundaries, together with piped, metered, water supply from a mains source, and road frontage access.



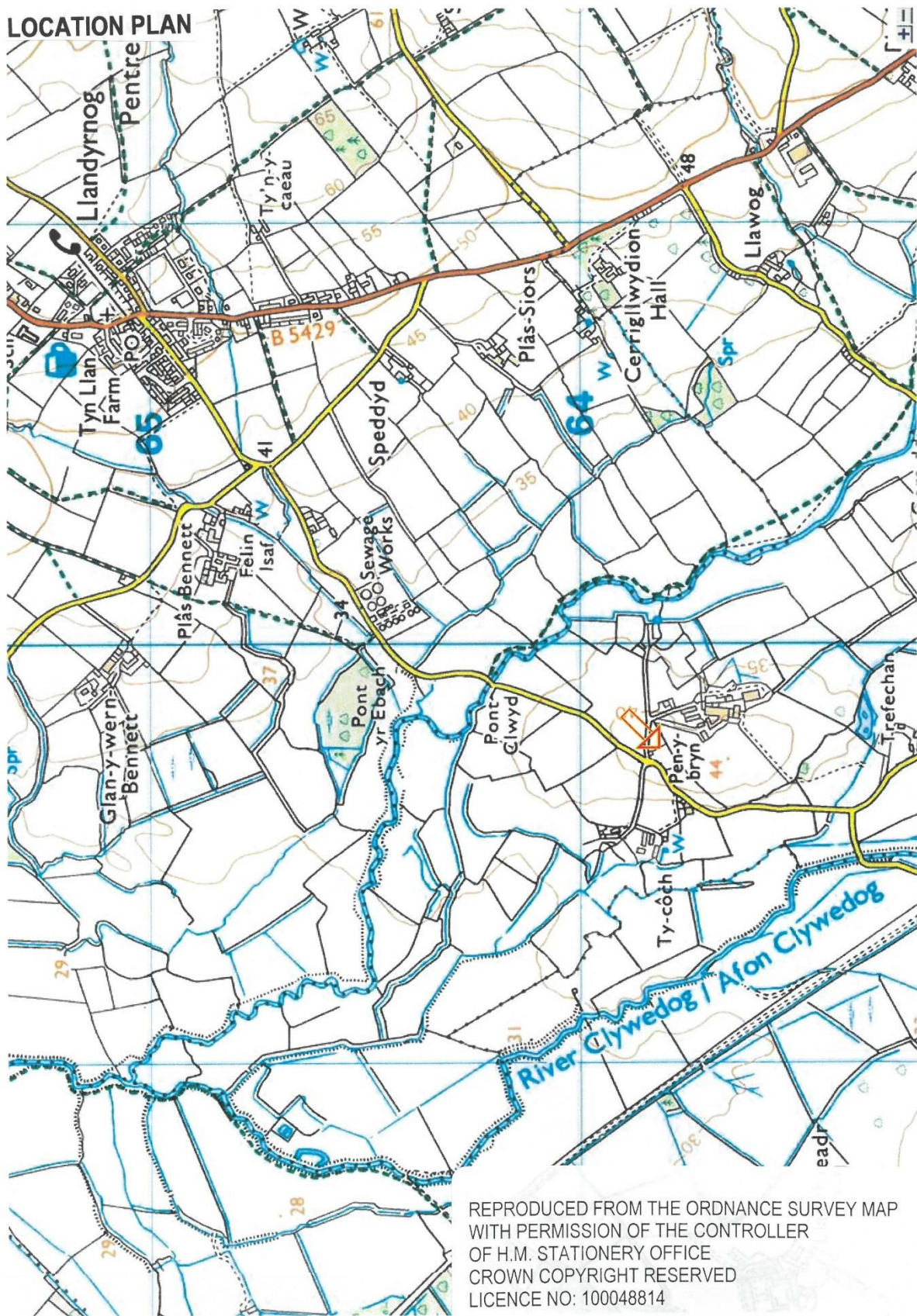
MISDESCRIPTION ACT 1967

These particulars, whilst believed to be accurate, are set out for guidance only and do not constitute any part of an offer or contract-intending purchasers or tenants should not rely on them as statements or representations of fact but must satisfy themselves by inspection or otherwise as to their accuracy. No person in the employment of Davis Meade Property Consultants has the authority to make or give any representations or warranty in relation to the property.



REPRODUCED FROM THE ORDNANCE SURVEY MAP
WITH PERMISSION OF THE CONTROLLER
OF H.M. STATIONERY OFFICE
CROWN COPYRIGHT RESERVED
LICENCE NO: 100048814

LOCATION PLAN



REPRODUCED FROM THE ORDNANCE SURVEY MAP
WITH PERMISSION OF THE CONTROLLER
OF H.M. STATIONERY OFFICE
CROWN COPYRIGHT RESERVED
LICENCE NO: 100048814