

DEVELOPMENT LAND FOR SALE

Land at Penshaw House, Station Road, Penshaw Sunderland, Tyne & Wear, DH4 7LB

Bradley Hall
CHARTERED SURVEYORS & ESTATE AGENTS



- Development land for sale
- Total size of 2.06 acres (0.83 Ha)
- Suitable for Residential Development
- Comprises a Walled Garden
- Excellent transport links linking to Sunderland City Centre
- Adjacent to Prestigious Grade II Listed Building

Guide Price £450,000

LOCATION

The site occupies an area of approximately 2.06 acres (0.83 ha) within the Penshaw area of the city approximately 6 miles from Sunderland City Centre. Penshaw also provides access to Durham and Newcastle city centers.

Located in a predominately residential area to the north of the Washington Highway (A183), the site is also bound by the Grade II Listed Penshaw House.

DESCRIPTION

The property comprises a cleared brownfield site together with a listed walled garden adjacent to the Grade II listed Penshaw House. The site provides the potential of high quality executive residential accommodation set in a prime neighbouring residential community including a walled garden.

ACCOMMODATION

Total size of 2.06 Acres (0.83 ha)

MINING AND MINERALS

Property's title to exclude mines and minerals from the surface owner's ownership.

VAT

All rents, premiums and purchase prices quoted herein are exclusive of VAT. All offers are to be made to Bradley Hall upon this basis, and where silent, offers will be deemed net of VAT.

LEGAL COSTS

Each party is to bear their own legal costs involved in the transaction.

MONEY LAUNDERING REGULATIONS

In accordance with the Anti-Money Laundering Regulations the Purchaser/Tenant will be required to provide two forms of identification and proof of the source of income.

TENURE

The freehold interest in the site is held under title TY507738. The site will be made available with vacant possession.

SERVICES

The successful purchaser will be responsible for obtaining site investigation surveys and collating information with regard to the location of existing services and shall bear the cost of any upgrading, removal, diversion or connections required in respect of the proposed development.

Any existing site information can be shared with the prospective purchaser including asbestos survey.

PLANNING

The most recent application for planning on site can be found at Sunderland Council Planning Portal
Ref No: 17/01632/LB4
Year: 2017
Proposal: Development of land including

ASKING PRICE

To be sold by way of freehold title at a guide price of £450,000 (Four Hundred and Fifty Thousand Pounds).

Developers are invited to submit design proposals in accordance with the brief and Sunderland City Council's Abnormals Policy. Financial offers will be considered of those who satisfy the brief requirements.

VIEWING

For general enquiries and viewing arrangements please contact Joseph I'Anson at Bradley Hall.

Tel: 0191 563 4242

Email: joseph.ianson@bradleyhall.co.uk

AGENTS NOTES

You may search our company website www.bradleyhall.co.uk for details of all our current instructions.

In accordance with the Code of Leasing Business Premises: England and Wales the landlords are willing to consider alternative lease terms to those set out above but please bear in mind that variations may affect the level of rent proposed.

A copy of the Code of Leasing Business Premises: England and Wales can be obtained at www.leasingbusinesspremises.co.uk or obtained from the Royal Institution of Chartered Surveyors, Telephone 0207 334 3806.

**IMPORTANT NOTICE**

Bradley Hall for themselves and for the Vendors or Lessors of this property whose agents they are give notice that:

- 1) the particulars are set out as a general outline only for the guidance of intending purchasers or lessees and do not constitute part of an offer or contract.
- 2) all descriptions, dimensions, references to condition and necessary permissions for use and occupation and their details are given in good faith and are believed to be correct but any 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 the correctness of each of them.
- 3) no person in the employment of Bradley Hall has any authority to make or give any representation or warranty whatever in relation to this property of these particulars nor enter into any contract relating to the property on behalf of Bradley Hall, nor any contract on behalf of the Vendor.
- 4) no responsibility can be accepted for any expenses incurred by intending purchasers or lessees in inspecting properties which have been sold, let or withdrawn.

Registered in England No. 07236458

1 Hood Street, Newcastle upon Tyne, NE1 6JQ



Bus stops located 0.2 miles away



4.4 miles from South Hylton Metro Station



Situated on Station Road which links with Washington Highway



18.7 miles from Newcastle International Airport



Sunderland City Council Abnormal Policy

1. Interpretation

1.1 In this Schedule, unless stated otherwise, the following words and expressions shall have the following meanings:-

1.1.1 "Abnormal Development Costs" the proper cost of all and any of the following :-

- (1) diverting the existing Services within or outside the boundaries of the Property to enable the Development to proceed;
- (2) substructures including foundations reasonably required as the result of adverse ground conditions (including but not limited to the proximity of trees and their root systems) which exceed the usual method appropriate for that type of development which could not before seen or allowed for without site investigations. This shall include grubbing up of all such foundations and filling of all such foundation voids left remaining to the extent that the same is reasonably required to those parts of the Property where new foundations are required for new development such grubbing up and filling of voids to be carried out to the specification required by the local planning authority and/or Building Inspectorate Authority;
- (3) measures which are reasonably required for dealing with any contamination pollution or reclamation of the Property (including but not limited to asbestos) including removal of material and the provision of capping and any land fill tax that is applicable regarding the Property which could not have been foreseen or allowed for without site investigations;
- (4) measures which are reasonably required to deal with shallow mine workings affecting the Property including (without limitation) grouting and filling and capping of mine shafts and audits;
- (5) the cost of providing drainage outside of the boundaries of the Property for the discharge of foul and surface water for the proposed development which are in excess of the normal requirements for the proposed development;
- (6) the cost of providing on or off-site pumping stations and on or off site storage and/or balancing requirements and/or the cost of upsizing drains on site and/or the cost of a providing an electricity substation and/or gas governor on or off site in relation to the property which are in excess of the normal requirements for the proposed development;
- (7) removal of any underground storage tanks from the property;
- (8) additional development costs required to overcome physical problems such as mine shafts or other sub ground structures which could not have been reasonably foreseen or allowed for without site investigations;
- (9) extraordinary costs required to provide services or service media to the site or divert services or service media which could not have been anticipated at the time of the offer;
- (10) but excluding any costs associated with the site constraints identified within the development brief (save for those costs over and above what could have been reasonably anticipated by the developer).

1.1.2 "Services" water gas electricity foul and surface water drainage telecommunications and other services.

1.1.3 "Services Media" pipes cables wires (including supporting structures including poles and inspection chambers) and all other conducting media for the passage of Services.

1.2 Obtain reports

1.2.1 The buyer shall as soon as practicable and in any event not more than [6] months from the date of this contract obtain all necessary reports to enable it to calculate the estimated abnormal development costs.

1.2.2 The Seller (if demanded hereafter by the Buyer) hereby grants a licence to the Buyer and its contractors to enter onto the Property with or without vehicles and machinery to carry out the Investigations on the following conditions:-

1.2.2.1 the Buyer shall give reasonable notice in writing to the Seller before entering the Property of at least 10 Working Days including details of the nature of the investigations to be carried out on the Property and the identity of the contractors carrying these out

1.2.2.2 the Buyer and its contractors shall use the main entrance as specified by the Seller for access to and egress from the Property and shall keep the Property secure and safe for members of the public at all times.

1.2.2.3 the Buyer and its contractors shall fill in bore holes and excavations as soon as practicable and leave the Property in the same state and condition as at the date of this Contract.

1.2.2.4 the Buyer and its contractors shall not allow any unnecessary damage to the Property and shall take all reasonable steps to identify and avoid damage to or disruption of Services or Services Media.

1.2.2.5 the Buyer and its contractors shall clear up immediately any earth or other materials deposited on the highway by its vehicles plant and machinery.

1.2.2.6 the Buyer and its contractors shall observe any further conditions which the Seller may attach to this Licence at its absolute discretion and without prejudice to the foregoing the seller may require that a method statement be supplied and approved before any or all of the investigations commence.

1.2.2.7 the Buyer shall keep the Seller fully indemnified against all actions, claims, demands and proceedings taken or made against the Seller and all costs, damages, expenses, liabilities and losses incurred by the Seller as a consequence of the Investigations or other activities of the Buyer on the Property.

1.3 Agreement of Abnormal Development Costs

1.3.1 The Buyer shall within ten Working Days of receiving the last of any necessary reports serve a notice ("the Costs Notice") on the Seller (with copies of the Reports) detailing the estimated amount of the Abnormal Development Costs and requesting that the Seller shall advise the Buyer whether this estimated amount is agreed.

1.3.2 The Seller shall consider the Buyer's estimate of the Abnormal Development Costs and advise the Buyer whether this estimate is agreed within the period of 20 Working Days following service of the Costs Notice on the Seller. The estimate shall not be treated as agreed unless and until the Seller's Conveyancer confirms in writing that the relevant committee cabinet or officer acting in accordance with delegated powers of the Seller has approved the revised Purchase Price reflecting the amount of the Abnormal Development Costs.

1.4 Failure to agree Abnormal Development Costs

1.4.1 If the Seller disagrees with the Buyer's estimate of the Abnormal Development Costs then (save where the costs condition has been waived by the Buyer pursuant to clause 1.5.4 of this Agreement) unless the parties are able to agree the Abnormal Development Costs within a further period of twenty working days together with such further period stipulated by the Seller as necessary to satisfy the Seller's internal procedures either party may elect to rescind this Agreement by written notice to that effect on the other (but without prejudice to the rights of either party in respect of any antecedent breach).

1.4.2 If the Seller fails to serve a notice within the relevant period set out in paragraph 1.3.2 then the Seller shall be deemed to disagree with the buyer's estimate of abnormal development costs and the provisions of paragraph 1.4.1 shall apply.

1.5 General Obligations

1.5.1 The Buyer agrees that it shall at all times operate an open book policy in relation to the calculation of the Abnormal Development Costs both with regard to the Seller and any independent consultant appointed by the Seller to advise on the information supplied in the Costs Notice.

1.5.2 Without prejudice to the generality of paragraph 1.5.1 the Buyer shall provide such information required by the Seller or by such independent consultant appointed by the Seller which they regard as necessary to determine the accuracy or acceptability of the estimated amount of the Abnormal Development Costs.

1.5.3 The Buyer and the Seller mutually agree that they shall deal with each other in the utmost good faith with regard to this Schedule.

1.5.4 Notwithstanding any other provision within this Schedule, the buyer shall at all times be entitled to waive the costs condition of this contract and in the event of such waiver the purchase price shall be deemed to be the gross offer as defined by the conditional contract and not be reduced by any purported Abnormal Development Costs.