



LAND AT CHARMANS FARM, Risby, Bury St Edmunds, Suffolk

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Bury St Edmunds (4 miles), Newmarket (11 miles), Cambridge (25 miles), Ipswich (30 miles)

A productive and commercial arable farm comprising 239.51 hectares (591.87 acres) of grade 2 and 3 (partly irrigated) farmland. Available as a whole or in 3 Lots.

INTRODUCTION

This sale offers an opportunity to purchase a versatile farm suited to growing cereals and root crops, including sugar beet, potatoes & onions, on land which benefits, in part, from irrigation.

LOCATION & SITUATION

The majority of the land is located to the west of Risby with a parcel to the east of the village.

The A14 is easily accessible with junction 42 providing access to Cambridge to the west and Ipswich to the east.

The historic market town of Bury St Edmunds lies approximately 4 miles to the east with a train service and amenity, leisure and education facilities.



DESCRIPTION

LOT 1 – 169.81 HECTARES (419.60 ACRES) OF AGRICULTURAL LAND COLOURED YELLOW ON THE SALE PLAN.

A parcel of grade 2 and 3 agricultural land divided by the Risby to Cavenham road. This land has the benefit of irrigation through an underground ring main.

An old water tank is positioned next to the internal track in field No 1567.

The borehole providing water for spray irrigation is located on third party owned land to the south of Lot 3. There is a legal right of access to this. The Environment Agency are in the process of re-issuing a licence to abstract a minimum of 63,000 cubic metres of water per year. An adjoining landowner also has rights to abstract water from this borehole but under a separate licence. Further details are available from the selling agent.

LOT 2 – 66.55 HECTARES (164.45 ACRES) OF AGRICULTURAL LAND COLOURED LIGHT BLUE ON THE SALE PLAN.

A single parcel of predominantly grade 2 with some grade 3 land with access off Flempton Road and Hall Lane where there is a sugar beet pad.

LOT 3 – 3.16 HECTARES (7.82 ACRES) OF LAND COLOURED DARK BLUE ON THE SALE PLAN.

A single enclosure of grade 2 arable land with access from Welham Lane.

GENERAL REMARKS AND STIPULATIONS

TENURE AND POSSESSION

The farm is offered for sale by Private Treaty as a whole or in 3 Lots with vacant possession upon completion.

EXCHANGE OF CONTRACTS AND COMPLETION

Exchange of contracts will take place 21 days after receipt by the purchaser's solicitor of a draft contract.

A deposit of 10% of the purchase price will be payable on exchange of contracts. Completion will take place on 29th September 2018.

LAND CLASSIFICATION

The soil is mainly of the Melford Association which is described as a deep well drained fine and coarse loam over clay soils.

PAST COPPING

Previous cropping includes cereals, sugar beet as well as potatoes and onions on land where irrigation is available. Details of the last 6 years cropping are available from the selling agent.

BASIC PAYMENT SCHEME

The land is registered on the Rural Land Register. The seller will transfer 239.14 entitlements to the buyer(s) upon completion, subject to the Basic Payment Scheme Regulations.

The Vendors will retain the benefit of the 2018 BPS claim.

If the land is sold in Lots the following will be transferred:

	Entitlements
Lot 1	169.49
Lot 2	66.49
Lot 3	3.16

There are no Environmental Schemes.

CROSS COMPLIANCE

The Vendor will be responsible for cross compliance up to the date of completion. The Purchaser will take over the cross compliance obligations on completion and will indemnify the Vendor from any non-compliance that results in a penalty or reduction in the Vendors payments under the Basic Payment Scheme.

HOLDOVER

There will be holdover on the land to harvest crops until the end of January 2019 following completion.

EARLY ENTRY

Early entry on to the harvested land will be available following exchange of contracts and before completion, subject to paying a double deposit.

SPORTING RIGHTS, MINERALS AND TIMBER

The sporting, timber and minerals are included in the sale, so far as they are owned, subject to statutory exclusions.

WAYLEAVES, EASEMENTS AND RIGHTS OF WAY

The land is for sale subject to all existing rights, including rights of way, whether public or private, light, sport, drainage, water, gas and electricity supplies and other rights, easements, quasi easements and wayleaves, whether they were or were not referred to in these particulars.

There are a number of overhead cables crossing parts of the property for which wayleaves payments are received and there is an underground water pipe. There are also public footpaths crossing parts of the property.

There will be a right of way granted for all purposes at all times over the track on the southern boundary of field No. 3282 in Lot 2 to access the field to the south.

There will also be a right of way granted for all purposes at all times over part of the track running along the north of field No 9915 in Lot 1 to enable access to the retained Orchard and buildings to the north of the track.

OUTGOINGS

Environment Agency drainage rates are payable in respect of the agricultural land.



VALUE ADDED TAX

Should any sale of the farm, or any rights attached to it become a chargeable supply for the purpose of VAT, such tax will be payable by the buyer(s) in addition to the contract price.

OVERAGE CLAUSE

1. The vendors reserve the right to receive 35% of any uplift in value on field Nos. 9915 & 4625 (in Lot 1) in the event that planning permission is granted for a non-agricultural use within a period of 30 years from completion of the sale.
2. The vendors reserve the right to receive 50% of any uplift in value on Lot 3 in the event that planning permission is granted for a non-agricultural use within a period of 30 years from completion of the sale.

BOUNDARIES

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

DISPUTES

Should any dispute arise as to the boundaries or any matters relating to the particulars, or the interpretation thereof, the matter will be deferred to an arbitrator to be appointed by the selling agent.

PLANS AND AREAS

These are being prepared as carefully as possible by the reference to digital OS data and the Rural Land Register. The plans are published for illustrative purposes only and although they are believed to be correct their accuracy cannot be guaranteed.

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.

VIEWING

The land may be viewed during daylight hours with a set of these particulars in hand having informed the selling agents; Robert Fairey or William Hosegood on 01284 725715.

HEALTH AND SAFETY

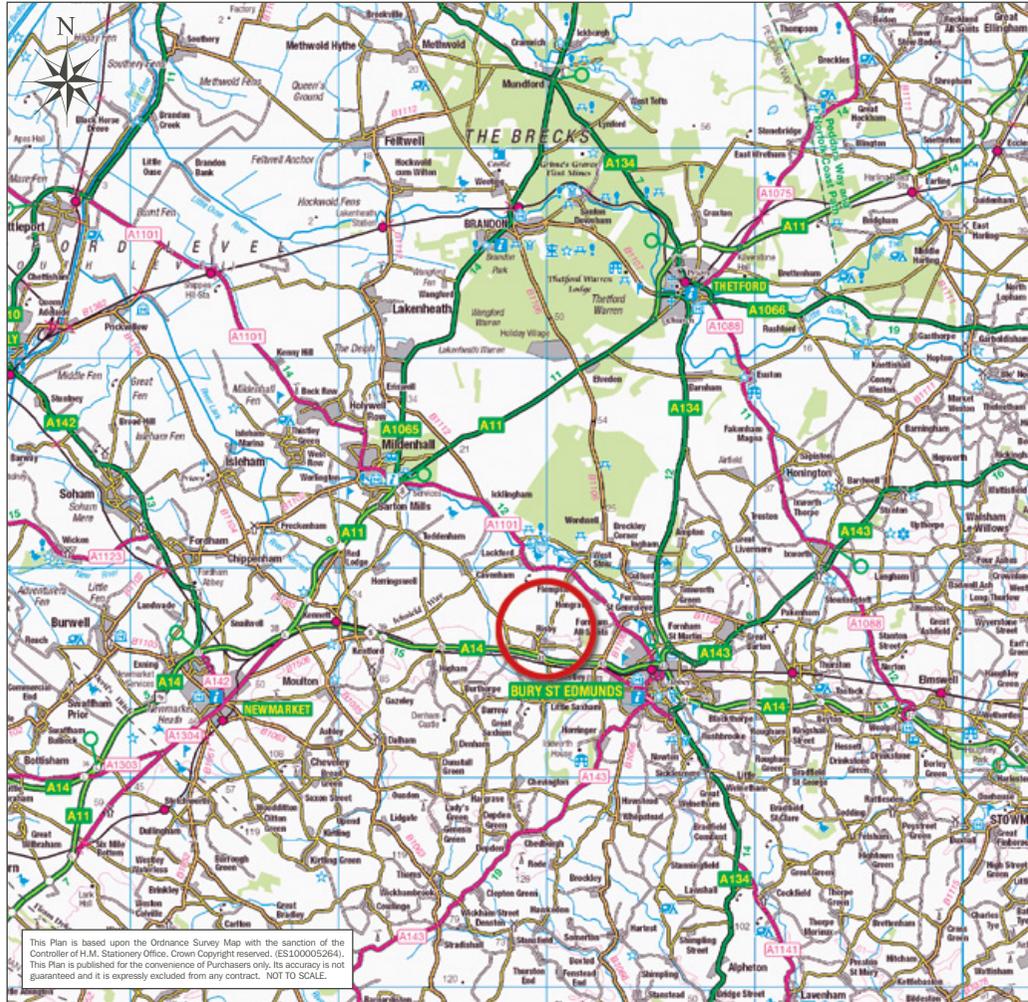
The property is part of a working farm and therefore viewers should be careful and vigilant whilst on the holding. Neither the seller nor the seller's agents are responsible for the safety of those viewing the property and accordingly those viewing the property do so at their own risk.

SEARCHES

Initial searches have been carried out by the vendor's solicitors and the buyer(s) will be expected to reimburse the vendors for the cost of these.

SOLICITORS

Metcalfe Copeman & Pettefar LLP
Cage Lane, Thetford
Norfolk, IP24 2DT
Tel: 01842 756100



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