

SITE FOR SALE

**FORMER NURSERY SCHOOL, MURTON, CO DURHAM,
SR7 9LX**

**Closing date for receipt of offers
4.00 pm Monday 26th October 2015**



- Suitable for Residential Development (subject to planning permission)
- Site area of approximately 0.61 hectares (1.5 acres)
- Offers Invited

Viewing & Further Information



Assetmanagement@durham.gov.uk
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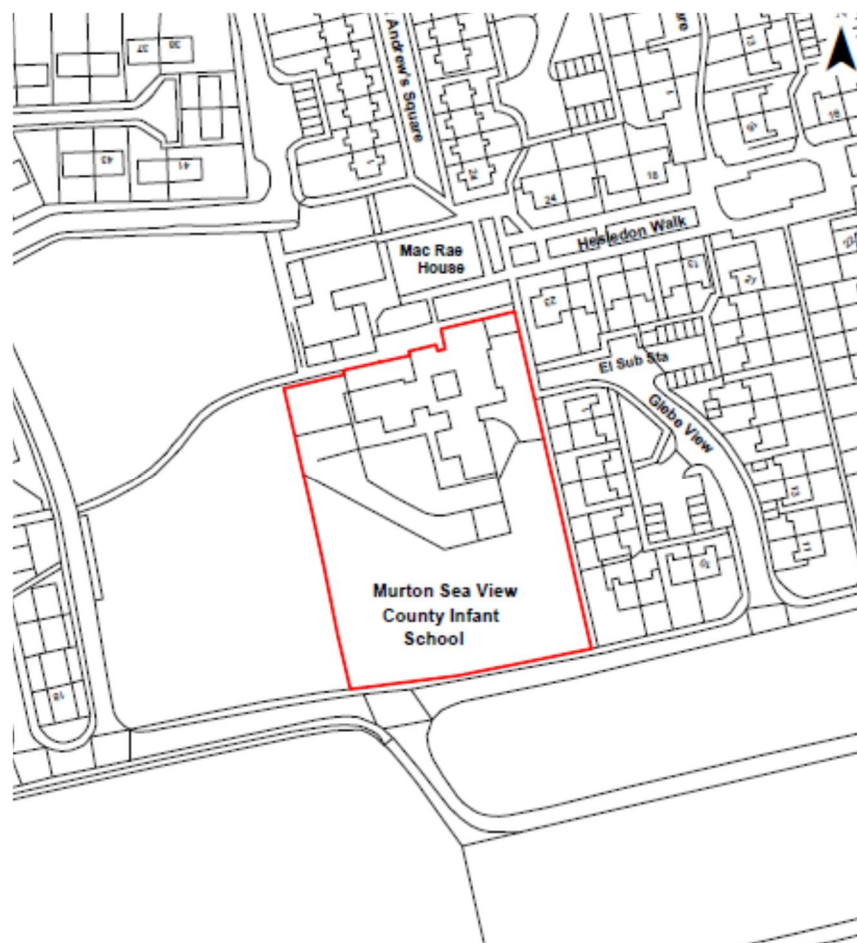
INTRODUCTION

The County Council offers for sale the former Nursery School, Murton amounting to 0.61 hectares (1.5 acres) or thereabouts.

LOCATION

The site is located within the village of Murton, which provides a reasonable amount of local services and facilities and is approximately 1 mile to the north of the Dalton Park shopping centre. Murton is approximately 10 miles to the east of Durham City Centre which offers wider facilities such as major shops, businesses and national rail lines.

Access to the A19 lies roughly 1 mile to the south east of the site providing access both north and southbound.



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DESCRIPTION

The site accommodates the former Murton Seaview Nursery School, which is currently vacant. The site comprises a relatively flat portion of land with school buildings located to the north of the site and playing fields to the south. There is one access point located to the north east corner which requires access through the Glebe View estate. We have been advised that there is a bat roost located in the property.

We have carried out two surveys so far to ascertain the extent of the roost and have arranged a third for early August 2015. The results of these surveys will be available upon request.

SERVICES

It is understood that all major services are present within or close to the edge of the site. It is the responsibility of prospective purchasers to confirm the extent of the services, their availability and suitability, with the relevant utility service providers.

ACCESS

Access is currently achieved to the site from the north eastern perimeter through the adjacent Glebe View estate. Highways Department have advised that an additional access point would be encouraged from the highway running along the south of the site.

COVENANTS

The site will be sold subject to all and any existing covenants, easements, restrictions, wayleaves, rights of way, etc. affecting the land. The purchaser must satisfy themselves in relation to any covenants or other matters affecting the property.

PLANNING

Planners advise that in principal the site will be best suited to a residential development. It presents a development opportunity within an established residential area which affords good access to local services and facilities. In addition any proposed development of the site should have adequate parking and access arrangements and conform to other relevant local policy.

Prospective purchasers should consider that any housing development of 10 or more dwellings would require a 10% allowance for affordable housing in this location. Development of more than 10 dwellings or 1000m² of non-residential floor space would also require developers securing at least 10% of their energy supply from decentralised renewable or low carbon sources.

TENURE

Land will be sold as Freehold.

VAT

Any offers will be deemed exclusive of VAT.

COSTS

The purchaser will be responsible for payment of the vendor's surveyors fees based on 3% of the accepted offer price (to a minimum of £1,000), in addition to the vendor's legal costs.

OFFER

Offers are invited for the site and must be submitted on the enclosed form and in the prescribed envelope.

CLOSING DATE

Offers must reach the Head of Legal and Democratic Services by **4.00 pm on Monday 26th October 2015.**

Purchasers should note that sufficient time must be allowed for the return of offers to meet the closing date. Prospective purchasers should also note that the County Council is not bound to accept the highest or indeed any offer.

CONTACTS FOR FURTHER INFORMATION

Asset Management (Sales/Marketing)

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Planning

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Highways

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Principal Engineer
Highway Development
Regeneration and Economic Development
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Telephone: 03000 267110

SUBMISSION OF OFFERS

1. Financial Offer

The submission should clearly state the sum (exclusive of VAT) being offered to Durham County Council for the site.

The council is not bound to accept the highest offer made, or any offer, and will accept no responsibility for any costs incurred by any party in connection with their submission of an offer whether successful or not.

The sum offered should reflect any conditions attached and these should be clearly stated.

Offers will be reported to the Council at the earliest available date. Interested parties will be notified of the Council's decision as soon as possible after that time.

2. Supporting Information

A. Details of the person(s) or company that is offering to purchase the freehold interest. Any company should include details of the full company name, registration number, registered address and contact details for the individual submitting the offer. For individuals, you should include details of your name, address and contact details:

B. The applicant must provide detailed information to confirm their funding arrangements not only for the acquisition, but also any refurbishment proposed;

C. Description of the proposals and where relevant any indicative drawing(s) (minimum scale 1:500);

D. Details of the overall timescale required to complete the transaction

NOTICE IS HEREBY GIVEN THAT:

These particulars are set out as a general outline only for the guidance of interested purchasers and do not constitute, or constitute part of, an offer or contract.

All descriptions, dimension, reference to condition and necessary permissions for use and occupation, and other details are given without responsibility and intending purchasers should not rely on them as statements or representatives of fact but must satisfy themselves by inspection or otherwise as to the correctness of each of them.

CONTRACTUAL OBLIGATIONS

The purchaser will be required to exchange contracts within 6 weeks of the draft contract being provided to the purchaser's solicitor. Contracts to be conditional on planning consent being obtained for development of the site.

The purchaser will be required to complete the purchase within 4 weeks of planning consent being granted. If the purchaser fails to meet the required timescale, the vendor reserves the right to withdraw from the transaction without any payment or reimbursement of any fees, costs or compensation to the purchaser.

The Council reserves the right to repurchase the site at the original sale price, or the current market value whichever is lower, if development has not commenced within 12 months of the completion of the sale.

The council further reserves the right to repurchase the site if development has not completed within 36 months of the completion of the sale. If development has commenced the purchase price shall be the original price paid for the plot or the current open market value of the unfinished development, whichever is the lower

The Council reserves the right to impose a Clawback provision in the event of a subsequent planning consent increasing the value of the property/site. Usual clawback being 80% of uplift for 80 years.

No person in the employment of the Vendors has any authority to make or give any representation or warranty whatever in relation to this property.

The Vendors are not bound to accept the highest or any offer. Offers based on phased payments will not be considered by the vendor.

The vendor will also require evidence of proof of finance prior to any offer being accepted through the form of bank statements, finance agreement or a mortgage offer in principle.

MONEY LAUNDERING LEGISLATION

The Council will need to comply with the anti - money laundering legislation and will take all necessary steps to comply with the legislation.

FORMER NURSERY SCHOOL, MURTON, CO DURHAM, SR7 9LX

SUBJECT TO CONTRACT & COUNCIL APPROVAL

Head of Legal and Democratic Services

Durham County Council

County Hall

Durham

DH1 5UL

1. I hereby offer the sum of £_____

Amount in words _____

_____ for the above property

2. In the event of my offer being accepted the solicitor appointed to act on my behalf will be

In the event of my offer being accepted I agree to submit (if considered necessary by Durham County Council) a planning application for change of use. This application will be submitted within 4 weeks of receipt of offer acceptance and failure to comply may result in withdrawal of the offer by Durham County Council.

3. Intentions for the site _____

4. Signed _____

Date _____

Full Name _____

Address _____

Email address _____

Daytime Tel No _____

Durham County Council is not bound to accept the highest or any offer received.

This offer must be returned to the Head of Legal and Democratic Services by no later than 4.00 pm on Monday 26th October 2015