

FOR SALE

Plot 21, Broadway Business Park, Oldham 0.444 HECTARE (1.099 ACRE) COMMERCIAL DEVELOPMENT SITE

Unity Partnership, on the instructions from Oldham Council, is seeking bids on the basis of a premium for the sale of the Long Leasehold Interest, subject to conditions, in respect of the above site for commercial development (subject to receipt of planning consent).

Closing date for Informal Tender offers: **12:00 Noon on Friday 24th May 2019**



Location:

The site is situated within the popular and well established Broadway Business Park where a variety of well-established businesses are located. Oldham Town Centre is situated 3.6 miles to the East of the site and Manchester City Centre 6.7 miles to the South West.

The site is well connected to the local road infrastructure and sits approx. 1.2 miles from Junction 21 of the M60 where the national motorway network can be accessed. The nearest train station is Mills Hill which is 0.9 miles to the North.

The site can be found at the corner of the B6189 Grimshaw Lane and Broadgate; or using post code: **(For Sat Nav use: M24 1GQ).**

Please see the location plan at Appendix I.

Description:

The site comprises a level plot currently made up as grass land, concrete and aggregate and is bounded to the north by Grimshaw Lane and to the West by Broadgate and to the East by the Rochdale Canal.

At the centre of the site is an electricity pylon and to the South flank of the site sits a Vodafone facility which will be retained by the Council.

The site consists of a plot of some 0.444 hectares (1.099 acres). The site plan can be found in Appendix II.

Viewing:

Viewing of the site will be available at all times but interested parties do so at their own risk.

Further Information:

An information pack is available to parties who register their interest with the Estates Team. Please contact the Unity Partnership on 0161 770 1515 or email: estates@unitypartnership.com

Offers Invited / Tenure:

The Council is inviting offers (premium only not rental offers) for the grant of an 800+ year lease for the site shown edged red, in the plan in Appendix II.

As the most relevant survey work is included in the Information Pack, it is expected that offers would be submitted, subject to the grant of planning permission only.

Services:

It is assumed that all services including mains water, electricity, gas and drainage services can be connected to the sites.

Service plans are included within an Information Pack which would be available to interested parties upon request. However, it is recommended that any purchaser make their own enquiries as to the adequacy of the supplies for the proposed development.

Highways:

The adjacent highway is adopted by the local authority and is maintainable at the public expense. More information is available from Oldham Council Highway department.

Energy Performance Certificate:

An Energy Performance Certificate (EPC) is not required as this is a land sale.

Planning:

Interested parties are recommended to direct detailed enquiries in respect of potential redevelopment or change of use to:

Planning Services,
Oldham Council
Civic Centre,
PO Box 30, West Street
Oldham OL1 1UQ

Tel: 0161 770 4105

Alternatively, enquiries can be made at the Planning Enquiry Desk within Access Oldham (via the Civic Centre entrance off Cheapside) between the hours of 9.00am – 1.00pm Monday to Friday.

Contamination/Deleterious Materials:

The Council has procured survey work – including a Phase I desktop and a Phase II intrusive site investigation and a topographical survey – which would be freely available to interested parties as part of an Information Pack available upon request.

If required, purchasers are expected to make their own additional enquiries into the previous uses of the sites or of neighbouring land in order to determine the likelihood of any contamination. The land will be transferred in its existing state.

Site Condition:

The purchaser shall take the land in its' current condition. For the avoidance of doubt, the purchaser shall be responsible for the cost of any site preparation works including the removal of any material to an approved / licensed facility in order facilitate the purchaser's development proposals.

The Council is happy for interested parties to carry out their own further site investigation works. If any party would like to undertake any investigation, these must be carried out under licence. Please contact the Unity Partnership to discuss this.

Any site investigations shall be procured in joint names with the Council and the purchaser. The Council will be provided with copies of all site investigation data and interpretative reports in respect of the site free of charge.

Closing Date for Tenders:

All offers are to be on the basis of an informal tender and returned to Oldham Borough Council using the designated Form of Tender within a sealed tender envelope (Please refer to the instructions within the Guidance Notes) by no later than **12:00 Noon on Friday 24th May 2019**.

Tenderers are invited to submit their offer on the basis of the terms set out in Appendix III.

A Form of Tender, Envelope and Guidance Notes are available to download from our website at: www.unitypartnership.com/property

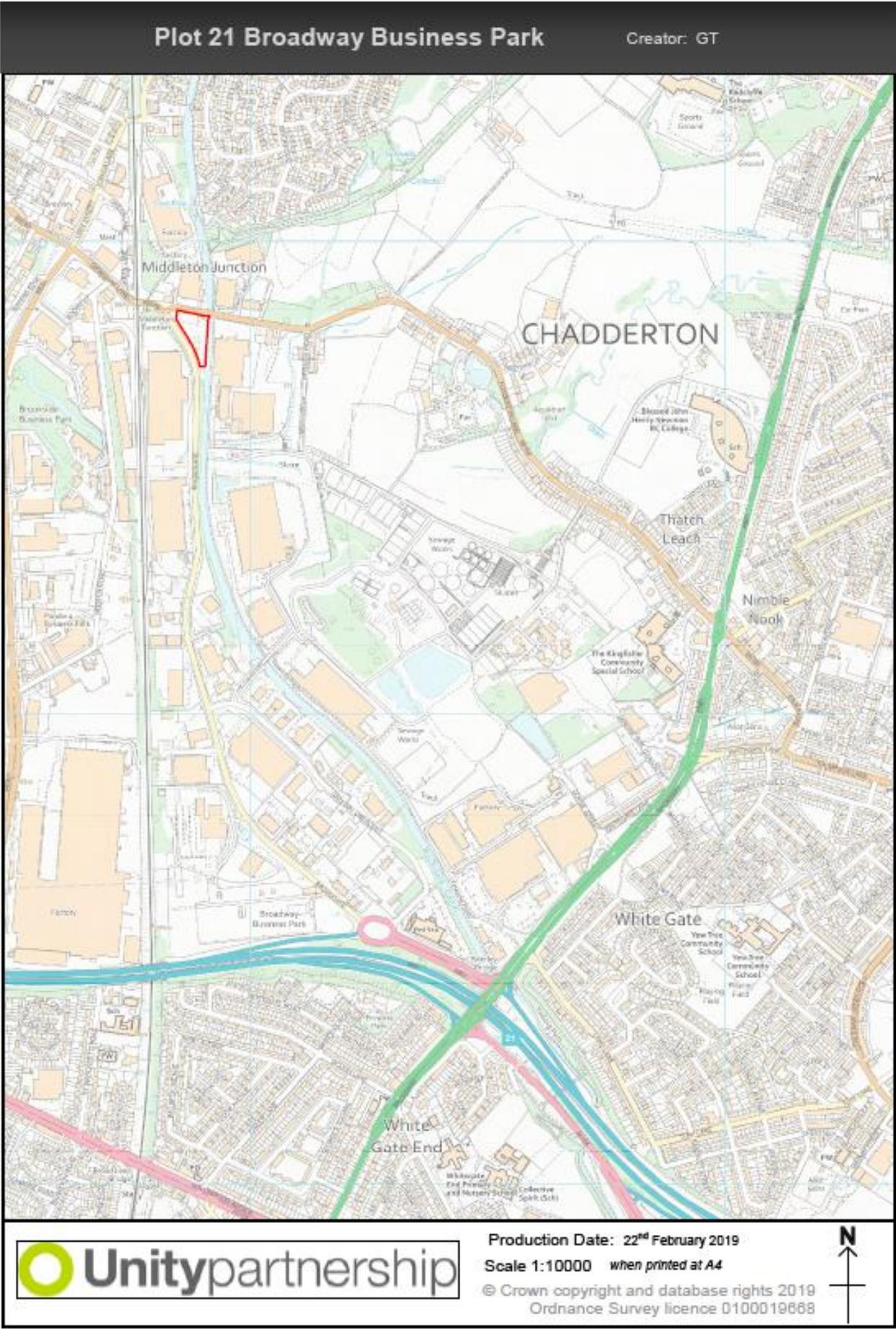
Alternatively Tender Envelopes are available by contacting the Estates Section:

Estates Section
Unity Partnership
Henshaw House, Cheapside,
Oldham, OL1 1NY

E: estates@unitypartnership.com
T: 0161 770 1555

IF YOU HAVE ANY QUERIES OR REQUIRE A COPY OF THE INFORMATION PACK, PLEASE SEND YOUR NAME, COMPANY DETAILS, EMAIL ADDRESS AND TELEPHONE NUMBER TO:
ESTATES@UNITYPARTNERSHIP.COM

Misrepresentation Act: Unity Partnership, for themselves or the lessors or vendors of this property, for whom they act, gives notice that: 1. These particulars are set out as guidance for the intending purchaser or tenant, and do not constitute any part of an offer or a contract. 2. All statements made in these particulars are made without the responsibility of Unity Partnership, or the vendors or lessors of the property. 3. While all descriptions, dimensions and other statements given in these particulars are believed to be correct and are given in good faith by Unity Partnership, or the vendors or lessees of the property, none of the statements contained herein may be relied upon as a statement or representation of fact. 4. Any intending purchaser or tenant must satisfy themselves by inspection or otherwise of the correctness of any statement contained in these particulars. 5. The vendor or lessor does not make or give, and neither Unity Partnership nor any employee of Unity Partnership has any authority to make or give any representation or warranty whatsoever in relation to this property. 6. The property is offered subject to contract and to still being available at the time of enquiry, and no responsibility can be accepted by Unity Partnership, or the vendors or lessors of the property for any expense incurred.



Appendix II – Site Plan

Creator: GT

Plot 21 Broadway Business Park



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Production Date: 22nd February 2019
Scale 1:1250 when printed at A4



Appendix III – Proposed Terms

Agreement for Lease

1. Within 3 months of heads of terms being agreed, the purchaser would be expected to sign an initial Agreement for Lease. A deposit equating to £35,000 (thirty five thousand pounds) would be payable at this time.
2. The purchaser would be free to enter onto the site immediately upon signing the Agreement for Lease, in order to carry out any works, including any additional survey work in support of the proposed planning application. Any survey work commissioned would be in the joint name of the purchaser and the Council, with copies of any completed survey work also passed through to the Council.
3. Under the provisions of the Agreement for Lease, the purchaser would be obliged to submit a planning application for a scheme reasonably approved by the Council (as Landlord) within 6 months and obtain both a satisfactory planning permission and commence development in accordance with the planning permission within 12 months.
4. In the event that the purchaser cannot secure a satisfactory planning permission within the first 12 months of the Agreement for Lease then, it would be possible to terminate the agreement. The Council would retain any monies received at this time, together with any interest that may have accrued.
5. Construction would be carried out as one continuous operation and be completed within a maximum 24 month period from starting development works.
6. Under the Agreement for Lease the purchaser would be responsible for all repairs, maintenance, insurances, rates and taxes and the purchaser would be obliged to indemnify the Council against all actions, claims and losses as a result of the occupation.
7. It would not be possible to assign charge or otherwise transfer the Agreement for Lease.
8. In the event that the works cease for a period in excess of 28 days or in the event that any part of the development timetable is not achieved, the Council would have the ability to terminate the agreement upon serving an advance 28 day period of notice. The Council would retain any monies received at this time, together with any interest that may have accrued.

Lease

9. Upon the successful completion of the works, the Council would look to transfer a long-leasehold interest in the property shown edged red on the attached plan at Appendix II.
10. The lease would include the area of land shaded green (154 sq m) which is subject to a historic, unknown occupation (presumed to be British Waterways). The lease would however exclude the land edged blue (43 sq m), which is an occupation by Vodafone, with responsibility for this tenancy being retained by the Council. The lease to the purchaser would also include but retain rights for the Council and its tenants over the land shaded brown.
11. The balance of the purchase monies would become payable at this time. As the offer submitted to the Council will have been submitted subject to planning only then, it would not be possible for any deductions to be made to the balance monies that would have otherwise been due based on the original tender submission.
12. The lease would be for an 800+ year term and would be subject to a peppercorn rent without review.
13. The lease would restrict the use of the land to industrial and employment generating uses only in accordance with B1, B2 and B8 of the Use Classes Order.
14. It would be possible to assign and sublet the property in full and in part with the prior consent of the Council.
15. The land would be subject to an annual service charged based on the costs incurred by the Council in maintaining the communal areas on the Estate.

General

16. The occupation by Vodafone - as shown edged blue - will be excluded and the Council will retain the benefit of this income along with access rights to the apparatus.
17. In addition to the purchase price, the purchaser would be responsible for the Council's reasonable surveyors and legal fees. Surveyors fees would be £2,500 (two thousand five hundred pounds) in this instance and legal fees would similarly be £2,500 (two thousand five hundred pound). 50% of the fees (i.e. £2,500) would be paid upon signing the Agreement for Lease, with the balance monies (i.e. £2,500) paid upon lease completion. Once paid, it would not be possible to return any professional fees.
18. Upon completion of the development works, the purchaser would be expected to participate in any publicity which promotes the Councils role in facilitating the development.

19. Any other terms and conditions, as typical for agreements of this nature, to be included by the Council's legal advisors.

End