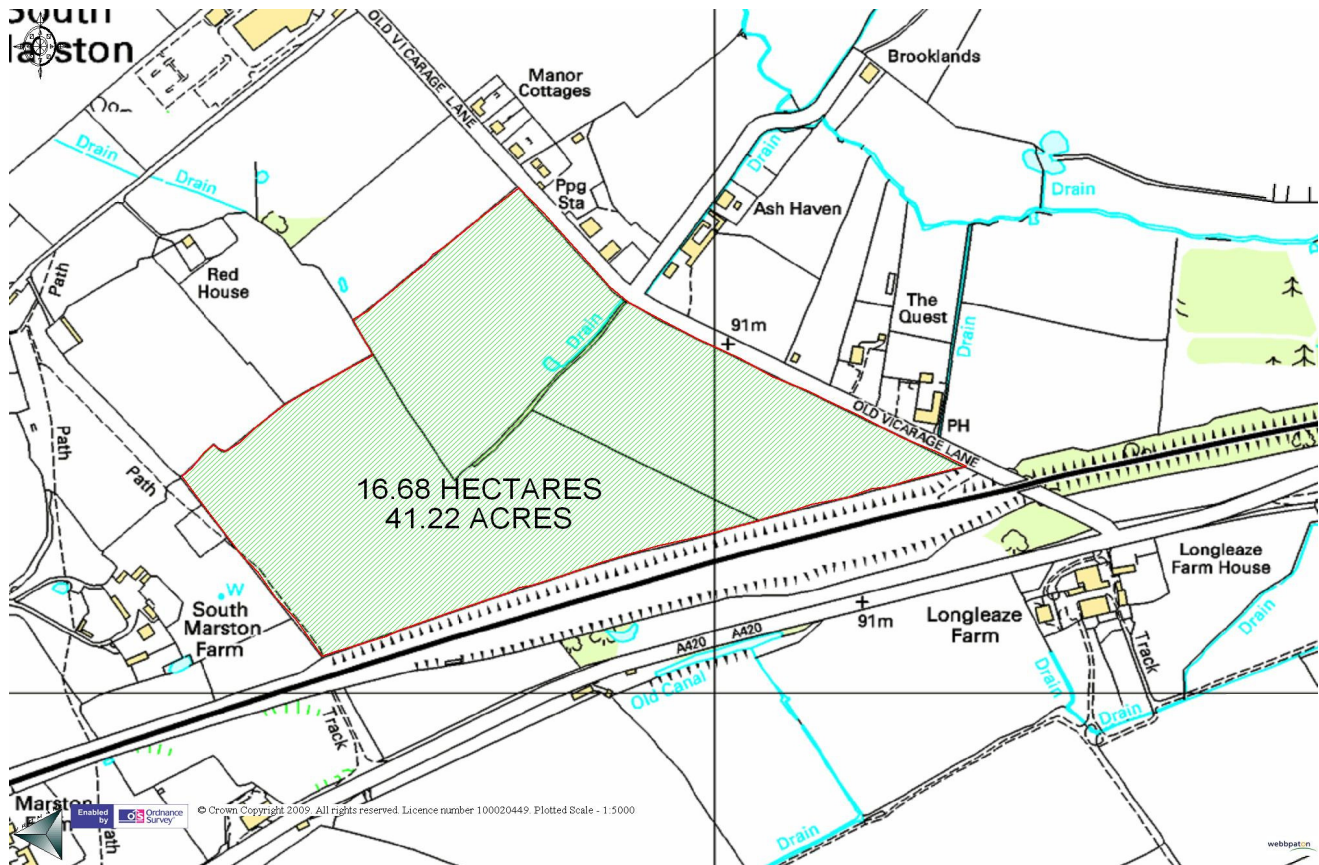


FOR SALE LAND WITHIN THE EASTERN DEVELOPMENT AREA SWINDON



**16.68 hectares (41.22 acres) of land
OFFERS INVITED FROM DEVELOPERS AND INVESTORS**

GUIDE PRICE ON APPLICATION

01793 842055

WebbPaton Rural & Commercial Valuers

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Partners Mark A R Webb FRICS FAAV George T Paton MRICS

www.webbpaton.co.uk

Messrs. WebbPaton for themselves and for the Vendors or Lessors of this property whose Agents they are give notice that: (i) the particulars are produced in good faith, are set out as a general guide only and do not constitute any part of a contract; (ii) no person in the employment of WebbPaton has any authority to make or give any representation or warranty whatever in relation to this property.

LOCATION

Swindon is a town with a population of 186,000 people. The town is on the M4 midway between Bristol (40 miles west) and Reading (40 miles east) and about 130 km (81 miles) west of London. It is located on the main rail line between London Paddington and Bristol.

SITUATION & ACCESS

The land for sale is shown on the attached plan coloured pink and lies at South Marston to the east of Swindon, north of the A420 and the railway line. To the east of the land there is road frontage onto Old Vicarage Lane. This area is shown within Swindon Borough Council's Core Strategy Proposed Submission Document and the Swindon SPD on the Eastern Development Area as being within the Eastern Development Area.

DIRECTIONS

From the M4 Junction 15 take the A419 towards Cirencester. Take the slip road off signposted to A420 Oxford. Follow the A420 past Gablecross Police Station traffic lights. Take the turning left signposted South Marston, go under the railway bridge and the land is immediately on the left.

FOR SALE

The 16.68 hectares (41.22 acres) being sold freehold is identified as within the Eastern Development Area of Swindon. This is the proposed location for 12,000 new dwellings to the East of Swindon. Swindon Borough Council's Draft Supplementary Planning Document entitled Eastern Development Area (April 2009), together with the Swindon Borough Council Proposed Submission Document entitled Swindon Core Strategy and Development Management Policies (July 2009) endorses this allocation. These documents can be found at:

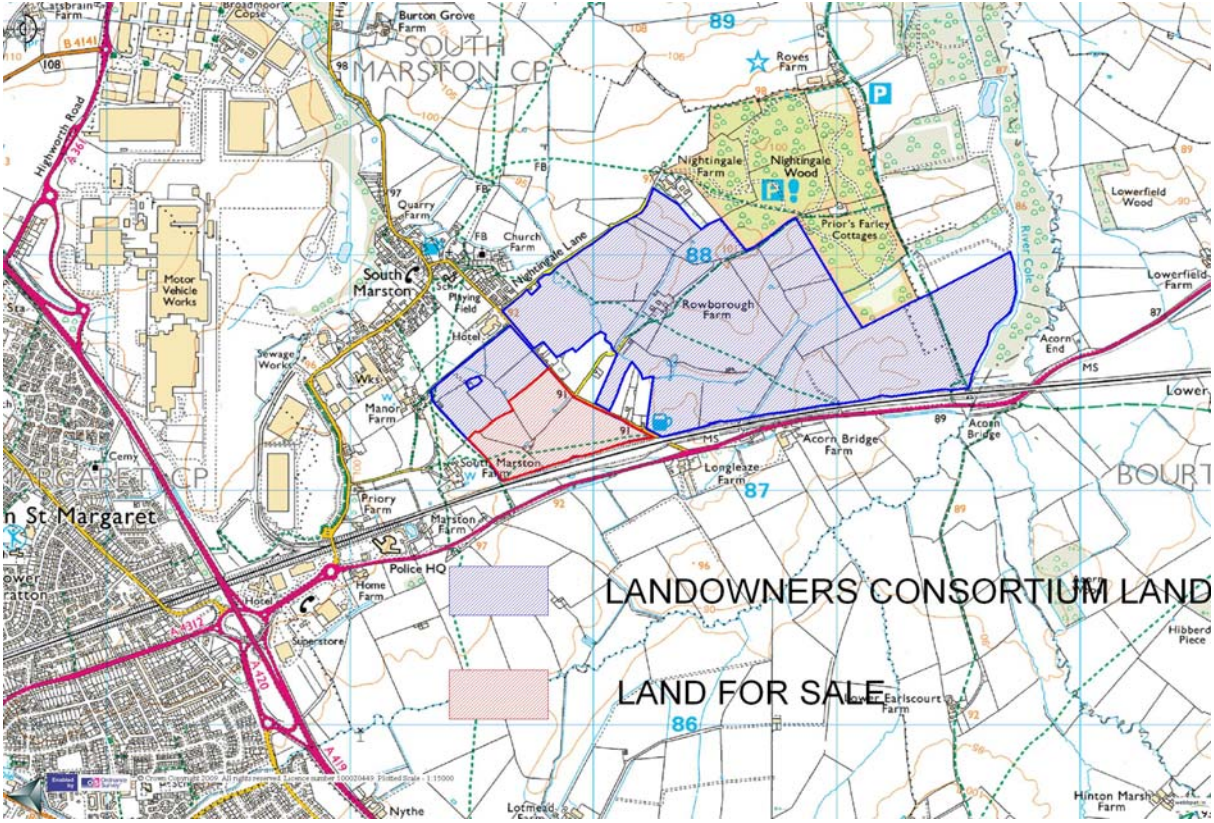
www.swindon.gov.uk/corestrategy

www.swindon.gov.uk/environment/environment_forward/environment_forward_localdevelopmentframework/spd.htm

This site was originally identified as being the location for 12,000 dwellings in the South West Regional Spatial Strategy. It should be noted that the land being sold is subject to an existing Option Agreement which the Vendor entered into on 3rd March 2000 jointly with Hallam Land Management Limited and Laing Homes Limited (now Taylor Wimpey). This Option expires on 3rd March 2011 unless the period is extended for a further three years until 3rd March 2014 by the Option holders.

The Option is within a Landowners Consortium (see the area cross hatched in blue on the attached plan) of which the land being sold is part. The Option Agreement states that if the Option is extended until 3rd March 2014 the payment of a further £100,000 will be made by the Option Holders proportionately to all the landowners in the Landowners Consortium. This

land represents approximately 10% of the Landowners Consortium hectareage. The Option includes a planning extension.



On obtaining a satisfactory Planning Permission the Option Holder has an option to purchase the land for 85% of the Market Value of the land. This is subject to a minimum gross land price of £65,000 per acre.

The Landowners Consortium includes an equalisation clause stating that “each member of the Consortium to share in the Development Value of the property shall be proportionate to the acreage in their respective ownerships”. The purchaser will take over the current landowner’s role within the Option Agreement.

OPTION AGREEMENT

A copy of the Option Agreement can be provided to prospective purchasers of the land on signing a Confidentiality Agreement. Please email george@webbpaton.co.uk to request this.

LANDOWNERS CONSORTIUM

A copy of this can be provided to prospective purchasers on the land on signing a Confidentiality Agreement. Please email george@webbpaton.co.uk to request this.

VENDORS AGENTS FEES

The Purchaser will be required to pay the Vendors Solicitors fees (subject to being agreed within the Heads of Terms). The purchaser will then be required to do a Legal Undertaking indemnifying these Solicitors Fees should the Purchaser not proceed.

The Vendors Agents fees of 2% of Sale Price plus VAT are to be paid by the Purchaser.

RIGHTS OF WAY / WAYLEAVES / EASEMENTS

The property is offered subject to and with the benefit of rights of way, both public and private, light, support, drainage, water and electricity supply; all other rights and obligations, easements, quasi-easements and restrictive covenants and all existing proposed wayleaves for masts, pylons, cables, drainage, water, gas and other pipes whether they are referred to in the general remarks or not.

TOWN AND COUNTRY PLANNING / SOUTH WEST REGIONAL SPATIAL STRATEGY

The land is not allocated in the current Swindon Borough Council Local Plan. However, it is identified in the South West Regional Spatial Strategy and the emerging draft Swindon Borough Council Core Strategy. All planning statements within these details are subject to planning permission being granted.

TIMBER AND MINERALS

Timber and Mineral Rights are included with the sale.

SINGLE PAYMENT ENTITLEMENT

There is no Single Payment Entitlement included within the sale of this land.

VALUE ADDED TAX

Any guide prices quoted or discussed are exclusive of VAT. In the event of the property or any right attached to it becoming a chargeable supply for the purposes of VAT, such tax will be payable in addition.

PLANS, AREAS AND SCHEDULES

These are based on the Ordnance Survey and are for reference only. They have been carefully checked and computed by the selling agents and the purchaser is deemed to have satisfied

himself as to the description of the property. Any error or mis-statement shall not annul the sale or entitle either party to compensation in respect thereof.

DISPUTES

Should any dispute arise as to the Boundaries or any point in the general remarks or the particulars, schedule, plan or the interpretation of any of them, the question shall be referred to the arbitration of the selling agents, whose decision acting as experts shall be final. The purchaser(s) shall be deemed to have full knowledge of all the boundaries and neither the vendor, nor the vendor's agent will be responsible for defining the boundaries or the ownership thereof.

LOCAL AUTHORITIES / UTILITIES CONTACTS

Swindon Borough Council	Tel: 01793 463 000
Thames Water Utilities	Tel: 0845 9200 800
National Grid UK	Tel: 0845 605 6677
Environment Agency	Tel: 0870 8506 506
Southern Electric	Tel: 0845 7444 555
British Telecom	Tel: 020 7356 5000

VIEWING

Viewing is at any time in daylight hours with a copy of these particulars. Please contact George Paton of WebbPaton on 01793 842055 for further information or to make an appointment.

IMPORTANT NOTICE

WebbPaton for themselves and the vendors or lessors of this property whose agents they are give notice that:

- 1) These details are prepared in all good faith to give a fair and overall view of the property, do not form part of an offer or a contract, and must not be relied upon as statements or representations of fact.
- 2) Purchasers must rely on their own enquiries, inspections or otherwise on all matters including planning or other consents.
- 3) The information in these particulars is given without responsibility on the part of WebbPaton or their clients. The Vendors do not make or give and neither the Agents nor any person in the employment of the Agents has any authority to make or give any representations or warranty in relation to this property.
- 4) Any areas, measurements or distances referred to are given as a guide only and are not precise. Photographs are not necessarily comprehensive nor current; no assumption should be made that any contents shown are included in the sale nor with regards to parts of the property which has not been photographed. Boundaries are subject to verification.
- 5) Nothing in these particulars should be deemed to be a statement that the property is in good structural condition or that any services or equipment are in good working order. Purchasers must satisfy themselves by inspection or otherwise.

PARTICULARS PREPARED 8 OCTOBER 2009