

3 Preliminary enquiries in a sale of agricultural land—freehold and leasehold¹

Re: Land at Rock Farm Richard Castle (the **Property**)

Mrs J Sharp (the **Seller**)

1 Identity of the Property²

- 1.1 To whom do the boundary walls and fences, hedges and ditches belong? Where the ownership of a boundary is not certain, please state who has maintained it in the past.

Internal hedges + fence maintained by owner

- 1.2 Please give details of any disputes regarding the boundaries or their maintenance of which the Seller is aware whether past, present or potential and whether resolved or not.

N/A

- 1.3 Where a river or other watercourse or ditch borders the Property, is the boundary of the Property on the near bank, the far bank or along the middle of the bed?

Near.

2 Access

- 2.1 Is there direct access from the Property to a public highway without any intervening verges?³

Yes

- 2.2 Is there a right of access over any private road or path? If so, please supply details.

N/A.

- 2.3 Has the Seller experienced any difficulty in the exercise of any right of access? Have there been any disputes in connection with the exercise of any right or over the maintenance of any access road or paths or the costs of such maintenance or is the Seller aware of any potential dispute? If so, please give details.

No.

- 2.4 Is the Property crossed by, adjacent to or near public rights of way⁴. If so, what use has been made of those rights of way?

No

- 2.5 Is any part of the Property subject to any arrangement or agreement for the granting of public access?

No.

3

Guarantees and similar documents

3.1 Please supply copies of any guarantee, insurance policy, warranty, bond, agreement or other similar document of which the Property has the benefit. N/A.

3.2 Please confirm that, where necessary, the Seller will assign to the Buyer the benefit of any document referred to in enquiry 3.1. N/A

4

Services—generally

4.1 Does the Property have drainage, water, electricity, telephone and gas services? No

4.2 Are these services connected to the mains? N/A

4.3 Do any parts of these services (where not part of the mains) pass over, under or through any land not forming part of the Property? If so: No.

4.3.1 please give details, including copies, of any deeds or documents regarding the right to use the services in question for the benefit of the Property and to have access to maintain or renew them;

4.3.2 please supply a plan showing the routes of the services; and

4.3.3 please give details of any problems experienced by the Seller or, to the Seller's knowledge, any previous owner or occupier of the Property, in using or maintaining such services, or any disputes (actual or potential) relating to them of which the Seller is aware.

5

Drainage

If the Property is within an Internal Drainage Board Area please provide details of drainage rates and arrangements relating to the ownership and maintenance of drainage ditches⁵. N/A.

6

Water supply

6.1 Where is the point of connection between the service pipe supplying the Property and the water supplier's main? N/A.

6.2 Is the water supply metered?

6.3 If water is abstracted from any spring, well, borehole, pond or stream:

6.3.1 Please supply a copy of the abstraction licence⁶.

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6.3.2 Has the local authority carried out a risk assessment in respect of the supply to the Property within the last 5 years and if so with what result? N/A

6.3.3 Has the local authority recommended or required any improvements to be made to the supply?

6.3.4 Please confirm that all the terms of any abstraction licence have been observed.

7 Planning and use

7.1 What is the present use of the Property? Please indicate the basis (eg planning permission or established use), if any, on which this use is authorised and supply documentary evidence if available. Grazing

7.2 Has this use been continuous since it commenced? Yes.

7.3 During the 4 years ending with the date of these enquiries:

7.3.1 Have there been any additions to or alterations to any building on the Property? If so, please give details. No.

7.3.2 Have any works of demolition of any buildings or other structures on the Property been carried out? If so, please give details. No.

7.3.3 Have there been any other building, mining, engineering or other operations in, under or over any part of the Property? If so, please give details. No.

7.4 Is the Seller aware of any past, present or likely proceedings in respect of any breach of planning restrictions whether by means of stop notice, enforcement notice, breach of condition notice or otherwise? If so, please give details. No.

7.5 Please supply copies of:

7.5.1 any planning permission or other consent relating to the construction and use of the Property N/A

7.5.2 any planning agreements, obligations and restrictions.

7.6 Is any part of the Property listed? No.

- 7.7 Is the Property in a conservation area? **No**
- 7.8 Is the Seller aware of any house on the Property being restricted under planning legislation to occupation by a person wholly or mainly employed in agriculture? **N/A**
- 7.9 Schemes or designations:

7.9.1 If the land includes any land which is designated as a:

- (a) site of special scientific interest⁷;
- (b) environmentally sensitive area⁸;
- (c) nitrate vulnerable zone⁹;
- (d) any other similar scheme or designation,

N/A

· please identify the area of land concerned and provide copies of all notifications or management agreements entered into pursuant to such scheme or designation and any other relevant correspondence, together with details of any sums paid or to be paid in connection with such designation or agreement;

7.9.2 Is the Seller aware of any breaches of the scheme or designation?

No

8 Fixtures, fittings, chattels and other assets

8.1 Please give details of any chattels or fixtures which the Seller proposes to remove from the Property, including:

8.1.1 trees, shrubs, plants and flowers, fruit and vegetables;

N/A

8.1.2 greenhouses, garden sheds, outbuildings and ornaments; and

8.1.3 staddle stones, stone troughs or other agricultural or ex-agricultural chattels.

8.2 Please confirm that the Seller will make good any damage caused as a result of the removal of any of the items mentioned in enquiry 8.1 and that he will leave the Property clean, tidy and clear of all rubbish at completion, by removing old farm machinery and equipment, tyres, plastic sheeting, slurry and all other waste and all other potentially contaminative or polluting items.

N/A

8.3 Please list any chattels that are to be included in the sale, and provide a proposed apportionment of the price by reference to those chattels.

N/A

8.4 Please confirm that all fixtures, fittings and chattels included in the sale are owned absolutely by the Seller free from any third party rights. N/A.

9 **Disputes and notices**

. Please give particulars of any notices whether formal or informal relating to the Property or the neighbourhood within which it is situate, which have been:

9.1 served by the Seller or his predecessors in title; or

N/A

9.2 received by the Seller or his predecessors in title.

N/A.

10 **Adverse rights and occupancies**

10.1 Please supply full details of all rights known to the Seller to which the Property is subject or will be subject at completion.

NIL

10.2 With regard to persons in occupation of the Property:

10.2.1 Please give the full names of all persons (with ages if under 18) in occupation of any part of the Property whether or not temporarily absent or who are expected at any time in the future to come into occupation of any part of the Property.

N/A

10.2.2 For each such person please give full details of the basis on which they occupy or are expected to occupy and of their legal or equitable interest (if any) in the Property.

N/A

10.2.3 Please supply copies of all written tenancy agreements and other deeds or supplemental or relevant documents showing the terms of the letting, and, to the extent that the following are not disclosed by the documents:

- (a) specify the area of the Property affected by each tenancy;
- (b) specify the nature of the actual use of the tenanted land;
- (c) supply the date of the start of the current tenancy agreement and, if different, the date on which the tenant first occupied the property or any other property on land belonging to the Seller or his predecessors in title;
- (d) state the period of the lease;

N/A.

- (e) state the fee or rent currently paid, the dates of payment, and whether it is paid in advance or in arrears; N/A
- (f) state who pays the rent; and
- (g) specify any other terms of the tenancy known to the Seller.
- 10.2.4 Please provide full details of any underletting which has taken place. N/A
- 10.2.5 If a tenant or a subtenant insures the tenanted property please provide full details of the relevant insurance policy. N/A
- 10.2.6 Please supply copies of any notices served in relation to tenanted property, any court orders or awards made in relation to tenanted property and any undertakings given by the landlord or the tenant. N/A
- 10.2.7 Please provide details of any breaches of any tenancy agreement which have taken place and any dispute which may have arisen in relation to a tenancy or the use or occupation of the property by a tenant. N/A
- 10.2.8 Have any procedures been commenced or agreement reached in relation to the review of rent under any tenancy for any present or future period? If so, please provide full details. N/A
- 10.3 Please give details of any other unregistered interests which override first registration or registered dispositions as listed in the Land Registration Act 2002 Schedules 1 and 3 affecting any part of the Property, of which the Seller is aware. N/A
- 10.4 Please provide copies of all wayleave agreements affecting the Property or details where agreements are not available. Please provide details of the amount and date of the last payment received. N/A
- 10.5 Is any part of the Property used, or has it in the past been used by third parties or members of the public in connection with any sports, recreation or pastimes or has it been used as a village green or common land¹⁰? No

11

Restrictions

- 11.1 Please supply details of any covenants or other restrictions affecting the Property including details (if known) of the persons having the right to enforce them. *NIL*
- 11.2 Is the Seller aware of any breach or alleged breach of any such covenants or restrictions? If so, please give details. *N/A*
- 11.3 Please give details, with copies of all relevant documents, of all consents or approvals, and of refusals of consents or approvals, pursuant to such covenants or restrictions of which the Seller is aware. *N/A*
- 11.4 Please give details of any variation, release, waiver or discharge of any such covenant or restriction which has either been obtained or sought, to the Seller's knowledge, including details of any proceedings relating to the variation etc whether before the Lands Tribunal or otherwise. *N/A*

12

Outgoings

Is the Seller aware of any actual or possible chancel repairing liability attaching to any part of the Property? If not, has a search been carried out at the Public Record Office? Is any part of the Property now or has it in the past been known as 'glebe' land? If such liability does exist, please give full details of the land affected, the church benefited and whether insurance has been obtained?" *No*

13

Environmental matters¹²

- 13.1 Is the Seller aware of the presence or application of any waste in on or to the Property (including sewage sludge or paper applied in the last 10 years)? If so please give details. *No*
- 13.2 Is the Property affected by contamination from any substance likely to cause nuisance, pollution of the environment or harm to human health? If so, please give details. *No*
- 13.3 Please identify the location of any current or historic farm tip, dump or death pit and confirm the current use being made of it. *u/k*
- 13.4 Is the Seller aware of any instance of genetically modified crop or organisms being grown or brought onto any part of the Property? *No*
- 13.5 Does the Property benefit from any organic status or is it currently in organic conversion? *No*

13.6 Are there any storage tanks or slurry lagoons on the Property (whether above or underground)? If so: **No**

13.6.1 Are they full or empty? **N/A**

13.6.2 Have there been any spillages or leaks from such tanks? **N/A**

13.7 Please provide a copy of any asbestos survey of the Property carried out. **N/A**

13.8 Does the whole or any part of the Property or any land within a mile of the Property comprise a landfill site¹³? **No.**

If so, what measures have been taken to close the landfill? **N/A**

13.9 Is the Property used for or has it been used for mineral extraction or any industrial or manufacturing process? **No.**

13.10 Please supply copies of all reports of any environmental investigations relating to the Property to which the Seller has access. **No.**

14 **VAT**

14.1 Is the Seller registered for VAT? If so, please supply evidence of registration. **No.**

14.2 Is the supply to be standard rated, zero rated or exempt?

14.3 If the supply is to be standard rated because the Seller has exercised its option to tax in relation to the Property¹⁴, please provide a copy of the notice of election given to HM Revenue and Customs.

15 **Basic Payment Scheme and Greening Payment**

15.1 Has the Seller or any other party submitted a claim under the Basic Payment Scheme or claimed a Greening Payment or young farmer payment in the current or in the previous 2 calendar years? If so please specify which claims, for which years and provide details of the claimant in each case. **No.**

15.2 Who is to submit any claim under the Basic Payment Scheme for the Property for the calendar year of completion? If it is the Seller, please confirm that he will qualify as an 'active farmer' and meet all other eligibility requirements of the Basic Payment Scheme. **N/A**

Or she ??

- 15.3 Please specify:
- 15.3.1 the number and region of entitlements under the Basic Payment Scheme which are to be transferred to the Buyer; N/A
- 15.3.2 the individual payment value of the entitlements¹⁵; N/A
- 15.3.3 whether VAT will be payable on the value of the entitlements and if it is, confirm that a suitable VAT invoice will be provided on completion¹⁶. N/A
- 15.4 Please supply copies of the following:
- 15.4.1 the Rural Land Register maps for the Property; (supplied by info?)
- 15.4.2 claim statements and entitlement statements from the Rural Payments Agency or Rural Payments Wales for each of the 2 previous calendar years; N/A
- 15.4.3 application forms under the Basic Payment Scheme (or the Single Payment Scheme) submitted in the current and in the last 5 years¹⁷; N/A
- 15.4.4 any other forms, correspondence, statements or other documents relevant to:
- (a) any direct payment claim made in respect of any part of the Property;
 - (b) the registration of the claimant on the Rural Payments system; N/A
 - (c) the entitlements being transferred to the Buyer; or
 - (d) the Rural Land Register map of the Property.
- 15.5 Please confirm that the details shown on the Rural Land Register map are correct. Yes
- 15.6 Has there has been any correspondence or dispute with the Rural Payments Agency (or the Welsh Government) over the most recent mapping of the Property? If so please give details. No
- 15.7 Have there been any changes in the field boundaries since the Rural Land Register map was drawn? No

15.8 For the current and previous calendar year please explain how the crop diversification rules were met on the Property and provide copies of full records of cropping, pesticide and fertiliser applications, seed labels, invoices and any other relevant evidence of cropping.

N/A

15.9 For the current and previous calendar year please explain how the ecological focus area rules were met on the Property.

N/A

15.10 Have any inspections been carried out on the Property by any agency? If so please provide details and confirm that there are no appeals pending in relation to them. If there have been any appeals, please provide the details of their outcome.

No.

15.11 Please provide details of any breaches of the **cross-compliance** or greening rules or of any other rules of the Basic Payment Scheme of which the Seller is aware.

N/A

15.12 Please confirm that the Seller has not done anything (and is not aware of anything being done by a third party) which could prejudice the transfer of entitlements to the Buyer and that the Seller will provide a suitable warrant to this effect in the contract.

N/A.

15.13 Please supply a draft form RLE1¹⁸ to transfer the payment entitlements on completion and confirm that a completed form signed by all relevant parties will be handed over on completion.

N/A

15.14 Does the Seller manage any other agricultural land within the UK? If so please give details.

No.

15.15 Have any plant protection products been used on the Property and if so please provide full details.

No.

16

Woodland and Rural Development Schemes

16.1 Is any part of the Property currently included within any type of woodland grant or Farm Woodland Premium scheme¹⁹? If so please provide details.

No.

16.2 Is any part of the Property subject to an existing agreement under Environmental Stewardship, Countryside Stewardship, Glastir, Catchment Sensitive Farming Scheme,

Energy Crops Scheme, Tir Gofal or any other agri-environment scheme governed by any Rural Development Programme for England or for Wales? If so please:

No.

- 16.2.1 state type of agreement;
- 16.2.2 provide copy of the relevant agreement, any supplementary forms required and any relevant correspondence or notices;
- 16.2.3 provide copy of any Farm Environment Plan required;
- 16.2.4 give details of all payments received under the agreement;
- 16.2.5 confirm that there has been full compliance with all the terms of the agreement, or if not, provide details of breaches;
- 16.2.6 confirm proposals for transfer of the agreement to the Buyer and apportionment of payments.

N/A

17 **Renewables**

Are there any wind turbines, solar panels, anaerobic digesters or biomass boilers or other renewable energy installations on the Property? If so please provide details, copies of any relevant contracts, correspondence, notices or any other relevant documentation and confirm whether it will be included in the sale to the Buyer.

No.

18 **Sporting and fishing rights**

18.1 Please confirm that all rights to fish and shoot and take game (including foxes and deer) from the Property are in hand and are not subject to any leases, tenancies or licences, whether formal or informal. Please confirm that they will pass with the Property to the Buyer on completion.

N/A.

18.2 Does the Seller have sporting rights over other Property? If so, are those rights registered and do they pass with the Property?

No.

18.3 Is the Property affected by, or does it have the benefit of, rights to fish in any water on, passing through or adjacent to the Property? If so, please provide full details

No.

19 **General**

19.1 Please confirm that the replies to these enquiries have been approved by the Seller after all necessary advice and explanation regarding the same having been given to the Seller.


Yes

19.2 If the property is managed or has been managed during the past six years by agents on behalf of the Seller, please confirm that the replies to these enquiries have been approved by those agents.

N/A.

Changes before exchange of contracts

Please confirm that you have advised the Seller of his duty to notify us, through you, of any changes prior to exchange of contracts in circumstances which might lead to a different reply to any of these enquiries were they repeated immediately prior to exchange and confirm that you will notify us of any such changes of which you become aware.


MRS J. SHARP

06/04/2020