

### **Hobbs Parker Property Consultants LLP**

Romney House, Monument Way Orbital Park, Ashford, Kent TN24 0HB 01233 506201

May 2021

Dear Sir/Madam,

# Land at Chapel Farm, Bonnington and Lower Wall, Romney Marsh

We have the pleasure of enclosing the tender pack for the Land at Chapel Farm, Bonnington and Lower Wall.

This represents a rare opportunity to rent productive commercial blocks of Grade I and Grade II arable land located in the heart of the Romney Marsh, together with a 4,000-tonne grain store, yard area and farm cottage. The land extends in all to about **769.67 acres** (311.48 hectares).

The Land is offered for rent on a 5-year fixed FBT agreement as a whole or as three lots as listed below:

Lot 1 Chapel Farmland - About 398.50 acres (161.27 hectares). Available with grain store &yard area.

Lot 2 Bonnington Land - About 124.34 acres (50.32 hectares)

Lot 3 Lower Wall Block - About 246.83 acres (99.89 hectares)

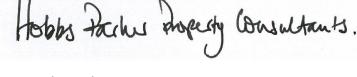
Note: Farm cottage available by separate negotiation.

We invite Best Offers by Informal Tender for our client's consideration. If you require any further information, please contact:

**Jon Rimmer** - 01233 506 201 / 07710 182 531 or email jon.rimmer@hobbsparker.co.uk **Vicky Phillips** - 01233 506 201 / 07799 099 457 or email vicky.phillips@hobbsparker.co.uk **Karen Ross** - 01233 506 201 or email karen.ross@hobbsparker.co.uk.

Viewing days will be held on the 19<sup>th</sup> and 26<sup>th</sup> of May (10am – 3pm). Interested parties must register with Hobbs Parker before attending viewing days.

Yours faithfully,









# **TENDER PACK**

# LOT 1, 2 & 3 LAND AT CHAPEL FARM, BONNINGTON AND LOWER WALL

# **BURMARSH, ROMNEY MARSH, KENT**

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# 1. COPY OF PARTICULARS



Land at Chapel Farm, Bonnington and Lower Wall Newchurch Burmarsh Romney Marsh Kent

# Land at Chapel Farm, Bonnington, and Lower Wall Newchurch, Burmarsh Romney Marsh, Kent,

A rare opportunity to rent a productive commercial arable farm of Grade I and Grade II arable land located in the heart of the Romney Marsh, together with a 4,000-tonne grain store, yard area and farm cottage.

As a whole or in three separate lots.

In all about 769.67 acres (311.48 hectares)



#### Situation

The land is located to the east and north east of the village of Newchurch on the Romney Marsh.

The town of New Romney lies about 4.25 miles south west of the land. The Junctions 10 and 10A of the M20 motorway and the market town of Ashford are about 6 and 7 miles respectively to the north, and Tenterden is about 11.88 miles north west.

#### The Farmland

The land extends to an area of 769.67 acres (311.48 hectares) or thereabouts and comprises three large blocks of level arable land. The land is shown as predominantly Grade II with some Grade I on the Agricultural Land Classification Map.

The soil is classified by the Cranfield Soil and AgriFood Institute as Soilscape 21 and characterised as loamy and clayey soils of coastal flats with naturally high groundwater. SOYL Indices Maps with pH, Mg, K and P levels are available on request.

The land has been farmed under a wide arable rotation growing mainly winter wheat, winter oilseed rape, spring oats and peas in recent years. Full current and previous cropping details are available on request.

The land is part of the Romney Marshes Area Internal Drainage System and is served by a series of internal ditches and drains.

### Grain Store

4000t capacity grain store. Original building constructed in 1976 with an extension in 2001 and refurbished in 2014.

- · Low volume ventilation
- Topflight conveyor with remote controlled plough
- Two 900t bays & 2200t open store
- 20t/hr continuous-flow dryer
- Two 50t wet bins
- 20t/hr rotary screen cleaner

#### Yard Area

The yard area surrounding the grain store, as outlined on the attached plan, is included in the tenancy. The remainder of the yard will be retained and occupied by the Landlord & other tenants with a shared access point.

- Diesel Tank 36,000 litre
- Water Tank 40.000 litres
- Weighbridge

# Farm Cottage

Two-bed semi-detached cottage with small garden and outbuilding can be made available if required by separate negotiation.

#### Services

No services are currently connected to land.

**Grain store** – Water and electricity made available to tenant at cost invoiced by Landlord.



#### Method

The land is offered for let by tender as a whole or in three lots as coloured on the plans produced as part of these particulars and as described herein.

#### Lot 1: Chapel Farm 398.50 acres (161.27 hectares)

Mainly Grade II with some Grade I level arable land consisting of 10 field parcels. Several access points from Chapel Farmyard, Eastbridge Road, Chapel Lane, Church Road.

To include the grain store and yard area as described.

### Lot 2: Bonnington Land 124.34 acres (50.32 hectares)

Block of Grade II level arable land comprising three field parcels. Vehicular access points on southern boundary and from Frogmore Lane on the western boundary.

#### Lot 3: Lower Wall Block 246.83 acres (99.89 hectares)

Grade II level arable land consisting of one large block of eight field parcels with access points from Lower Wall Road on its southern boundary, and a small individual field parcel with access from Tame Lane.

# Farm Business Tenancy

The Farm Business Tenancy will be for a fixed term of 5 years commencing 29th September 2021.

- The Heads of Terms are included in the Tender Pack.
- The rent will payable quarterly in advance.
- The land is to be let on a full repairing and insuring basis except where stated in the Heads of Terms.

# Basic Payment Scheme

The entitlements pertaining to the land will be transferred to the incoming tenant for the duration of the tenancy agreement and returned at nil cost to the Landlord at the end of the tenancy agreement.

# Stewardship Schemes

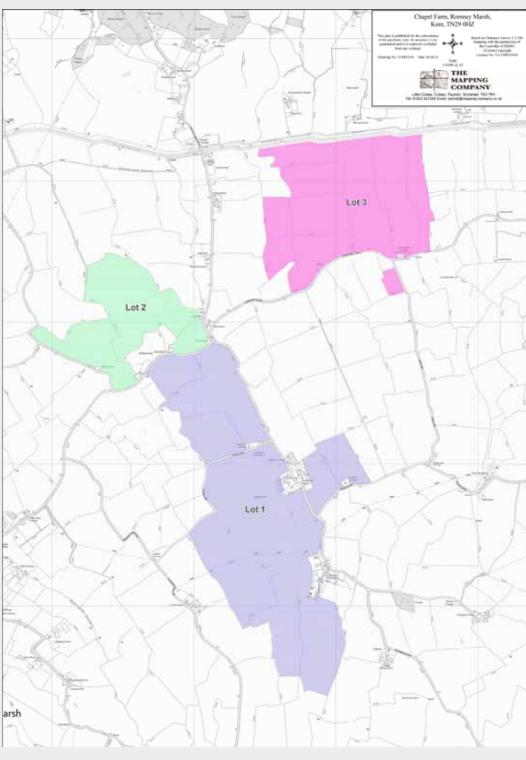
The land is not currently subject to any form of Environmental Stewardship or Countryside Stewardship Scheme.

The incoming tenant will be able to apply for any relevant environmental or grant funding scheme available to them throughout the duration of the tenancy, subject to prior discussion and approval from the Landlord.

Applicants may provide details of potential options within their tender.







### Drainage

Drainage rates are payable by the Tenant annually to the Romney Marshes Area Internal Drainage Board.

The Landlord and incoming Tenant will share responsibilities for Drainage maintenance to be discussed and agreed with the successful applicant.

### **Dilapidations**

A record of condition shall be undertaken at the commencement of the tenancy. The incoming tenant will be liable for any dilapidations at the expiry of the term.

## Wayleaves, Easements, Rights of Way

Public footpaths cross lots 1 & 2.

Plans are available on request. The tenancy will be subject to all existing Rights of Way, easements and wayleaves. The Landlord shall retain all wayleave payments.

## Designations

There are no known Statutory Designations affecting the land. Sporting and Mineral Rights

The sporting rights will be retained by the landlord, although the tenant will be granted the usual rights to control pests etc.

All mineral rights, so far as they are owned, are to be retained by the Landlord.

# Local Authority

Lot I & pt. Lot 3 - Folkestone & Hythe District Council. Tel: 01303 853000. Website: www.folkestone-hythe.gov.uk

Lot 2 & pt. Lot 3 – Ashford Borough Council. Tel: 01233 331111. Website: https://www.ashford.gov.uk/

#### **Tenders**

A tender pack is available on request from the agents.

Tender applications must be accompanied with the appropriate signed application forms and supporting information.

### Please mark your tender:

"Private and Confidential – Chapel Farm Tender"

And deliver to the address below:

#### Karen Ross

Hobbs Parker Property Consultants LLP Romney House, Monument Way, Orbital Park, Ashford, TN24 0HB, or by email with all necessary attachments to:

### karen.ross@hobbsparker.co.uk

All tenders must be received by no later than 12 noon on Friday 18th June 2021

The client is not bound to accept the highest or indeed any tender. No tender will be considered which is received after the closing date.

# Viewings

There will be two viewing days on Wednesday 19th May and Wednesday 26th May (10am-3pm). Interested applicants must register and confirm their interest prior to attending the viewing days.

All those attending will be required to register on arrival at Chapel Farm Yard (TN29 0HZ).

#### Please contact:



Jon Rimmer
Director
01233 506 201 / 07710 182 531
jon.rimmer@hobbsparker.co.uk



Vicky Phillips
Director
01233 506 201 / 07799 099 457
vicky.phillips@hobbsparker.co.uk



Karen Ross Graduate Surveyor 01233 506 201 karen.ross@hobbsparker.co.uk

All viewings must strictly follow current Covid-19 regulations and guidance.

We ask all viewers to be vigilant.

## Health and Safety

Prospective purchasers must have regard for their own safety during viewings. We draw your attention to the presence of drainage ditches and sewers present upon the property.

The Vendors and their agents do not accept any responsibility for any accident or injury as a result of viewings.

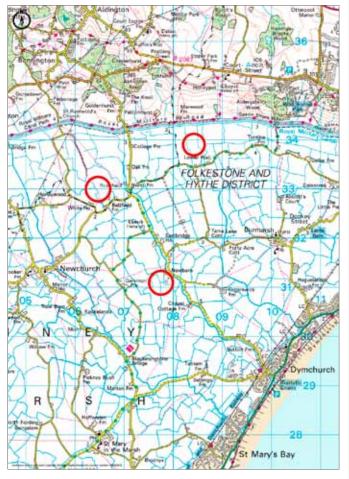
#### **Directions**

### From Ashford/M20 (Jct. 10 & 10a).

Head south on A20/Hythe Rd for approximately 2 miles.

Turn right onto Station road and continue for approximately 2.2 miles. Turn right onto Roman Road, then the following left onto Forge Lane. Turn left onto Boat Lane, continue for approximately 3 miles.

Chapel Farmyard is found on the right-hand side of the road, through a gated entrance. Postcode for Sat Nav:TN29 0HZ





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Licence number 100022432.

Plotted Scale - 1:50000. Paner Size – A4





# **Hobbs Parker Property Consultants LLP**

Romney House, Orbital Park, Ashford, Kent, TN24 0HB

Telephone: 01233 506201

Fax: 01233 506211

Email: consultants@hobbsparker.co.uk



# 2. CONDITIONS OF TENDER



# FARM BUSINESS TENANCY LAND AT CHAPEL FARM, BONNINGTON AND LOWER WALL BURMARSH, ROMNEY MARSH, KENT

#### **Conditions of Tender**

- 1. The Landlords do not bind themselves to accept the higher or indeed any Tender.
- 2. The Tendered rent is to be annual full rent for the property as a whole or for one of 3 separate lots.
- 3. All tenders should be made on the prescribed form.
- 4. All tenders shall arrive prior to 12 noon on Friday 18<sup>th</sup> June in a sealed envelope marked "Private and Confidential Chapel Farm Tender" and sent to Karen Ross, Hobbs Parker Property Consultants LLP, Romney House, Monument Way, Orbital Park, Ashford, Kent TN24 0HB or sent by email with all necessary attachments to <a href="mailto:karen.ross@hobbsparker.co.uk">karen.ross@hobbsparker.co.uk</a>
- 5. No tender will be considered which is received after the closing date.
- 6. The Landlord reserves the right to call for interview and/or inspect the holdings of prospective Tenants prior to the letting of the property.
- 7. References will only be taken up for shortlisted applications. Shortlisted applicants may be requested to provide further information as required by the Landlord.
- 8. The Property may only be viewed strictly by appointment with the agents.



# 3. SCHEDULE OF AREAS

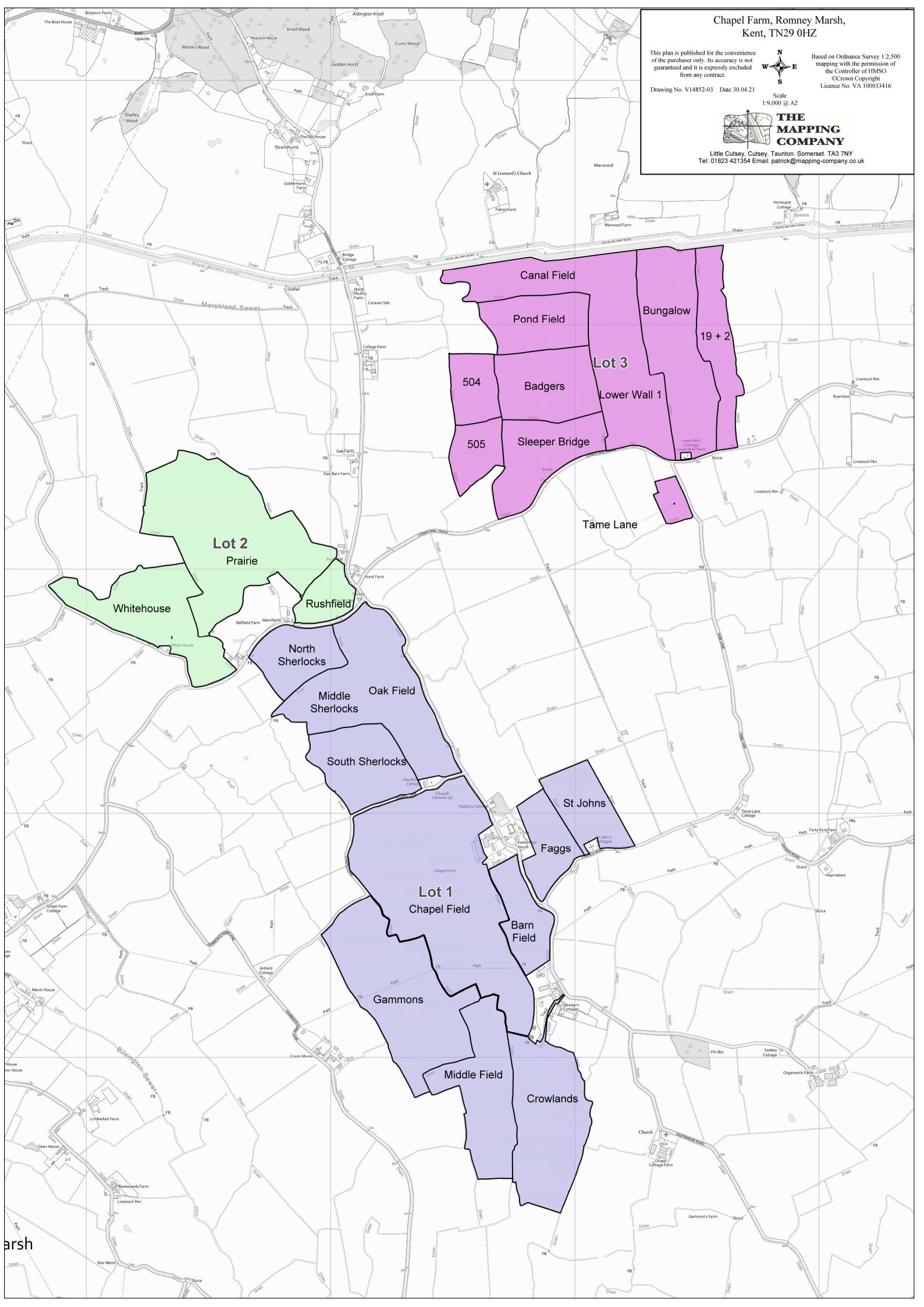


# **Land Schedule**

Description	Land Use	BPS Parcel ID	BPS Area (ha)	BPS Acres	Eligible RPA Area (ha)
Chapel Farm					
North					
Sherlocks	Arable	TR0632 8664	7.56	18.68	7.56
Oak Field	Arable	TR0732 1550	23.23	57.40	23.23
South					
Sherlocks	Arable	TR0732 1319	11.12	27.48	11.12
<b>Chapel Field</b>	Arable	TR0731 4567	40.64	100.42	40.64
Gammons	Arable	TR0731 2826	24.46	60.44	24.46
Middle Field	Arable	TR0730 6286	14.97	36.99	14.97
Crowlands	Arable	TR0730 8575	18.39	45.44	18.39
Barn Field	Arable	TR0731 7857	6.81	16.83	6.76
Faggs	Arable	TR0731 8887	6.48	16.01	6.48
St Johns	Arable	TR0832 0805	7.61	18.80	7.61
Total			161.27	398.50	161.22
Bonnington					
Whitehouse	Arable	TR0632 2780	15.74	38.89	15.74
Prairie	Arable	TR0632 5713	30.35	74.99	30.33
Rushfield	Arable	TR0632 9888	4.23	10.45	4.23
Total			50.32	124.34	50.30
Lower Wall					
504	Arable	TR0733 5974	5.37	13.27	5.37
505	Arable	TR0733 6046	4.99	12.33	4.99
Sleeper Bridge	Arable	TR0733 8153	11.18	27.63	11.18
Badgers	Arable	TR0733 8875	11.39	28.14	11.39
Pond Field	Arable	TR0734 7905	9.28	22.93	9.28
Lower Wall 1/Canal					
Field	Arable	TR0833 1888	27.77	68.62	27.77
Bungalow	Arable	TR0833 4291	18.79	46.43	18.79
19+2	Arable	TR0833 5798	9.05	22.36	9.05
Tame Lane	Arable	TR0833 4028	2.07	5.11	2.07
Total			99.89	246.83	99.89
Total			311.48	769.67	311.41



# 4. LOTTING PLANS





# **5. DRAFT HEADS OF TERMS**



# FARM BUSINESS TENANCY LAND AT CHAPEL FARM, BONNINGTON & LOWER WALL, BURMARSH, ROMNEY MARSH KENT

Heads of Terms - Without Prejudice, Subject To Contract

NOTE: APPLICANTS MUST STUDY THIS HEADS OF TERMS AND SATISFY THEMSELVES AS TO THE CONTENT BEFORE SUBMITTING THEIR TENDERS.

# 1. Holding

The holding comprises approximately 311.48 hectares (769.67 acres) of arable land, together with Grain Store, Yard Area and Farm Cottage at Chapel Farm as shown on the plans provided.

### 2. Landlord

The Partners of Romney Marsh Farms Christopher David Older, Judy Older, Rowena Older, Andrew Martin and Romney Marsh Farms Limited (Co. Regn. No. 00438321).

# 3. Landlord's Agents

Hobbs Parker Property Consultants LLP, Romney House, Monument Way, Orbital Park, Ashford, Kent, TN24 0HB

# **Type of Agreement**

Farm Business Tenancy under the Agricultural Tenancies Act 1995

### 4. Term

5-year fixed term, commencing on 29<sup>th</sup> September 2021.

### 5. Rent

The rent will be payable quarterly in advance with the first payment due on the signing of the Agreement. No VAT will be payable.



### 6. Option to Determine

The Landlord has the right to recover possession at any time any part of the Holding (not greater than one tenth of the total area) if the Landlord requires that part for any non-agricultural use by giving the Tenant at least 12 months notice in writing. This will be subject to any statutory right of the tenant to compensation and also a proportionate reduction in rent.

### 7. Rent Review

Rent will be fixed for the five year term.

### 8. Repairing & Insuring Obligations

The Tenant to be responsible for full repairing obligations on the Holding except where stated:

- (a) The Landlord will maintain the roadside hedges.
- (b) The Landlord shall be responsible for insuring the farm buildings.

The Tenant will fully maintain and repair the Grain Store. Any improvements are to be discuss and agreed with the Landlord and will be subject to prior written consent.

The Tenant will pay a fair proportion towards the cost of running and maintaining the entrance barrier.

Repairs and maintenance liabilities will be set out in detail in a schedule to the tenancy agreement.

A record of condition will be prepared at the commencement of the Tenancy.

# (c) Outgoings

All outgoings e.g. water, electricity etc, for the property will be payable by the Tenant for the duration of the tenancy. This includes the three phase electricity supplying the grain store and 50% of maintenance costs for shared access track. Drainage rates are payable to the Romney Marshes Area Internal Drainage Board.



### (d) Use of the Holding

Solely for agricultural purposes only.

### (e) Entitlements

The Landlords entitlements shall be transferred to the Tenant at the commencement of the Tenancy at no cost. On the termination of the Agreement, the Tenant shall transfer the Entitlements back to the Landlord or incoming Tenant at no cost.

# (f) Countryside Stewardship

The farm is not currently entered into a Countryside Stewardship agreement. The Tenant may enter the land into an agreement, subject to prior discussion and written consent from the Landlord.

### (g) Alienation

The Tenant is not to assign, underlet or part possession of the Holding or any part without the prior consent of the Landlord.

# (h) Holdover

The Landlord will retain the right of use of the farmyard and grain store for the 2021 crop. Available to the tenant for the 2022 crop.

# (i) Compensation

The tenant will receive compensation in accordance to the provisions within the Agricultural Tenancies Act 1995.

# (j) Dilapidations

A record of condition shall be prepared at the commencement of the Agreement in accordance with the Agricultural Tenancies Act 1995. The incoming tenant will be liable for any dilapidations at the expiry of the term.



# (k) Contribution towards Costs

The Tenant will be required to pay £750 + VAT towards the cost of producing the Farm Business Tenancy document. This will be upon signing the agreement. The Farm Business Tenancy will be based on the draft agreement provided by the agents.

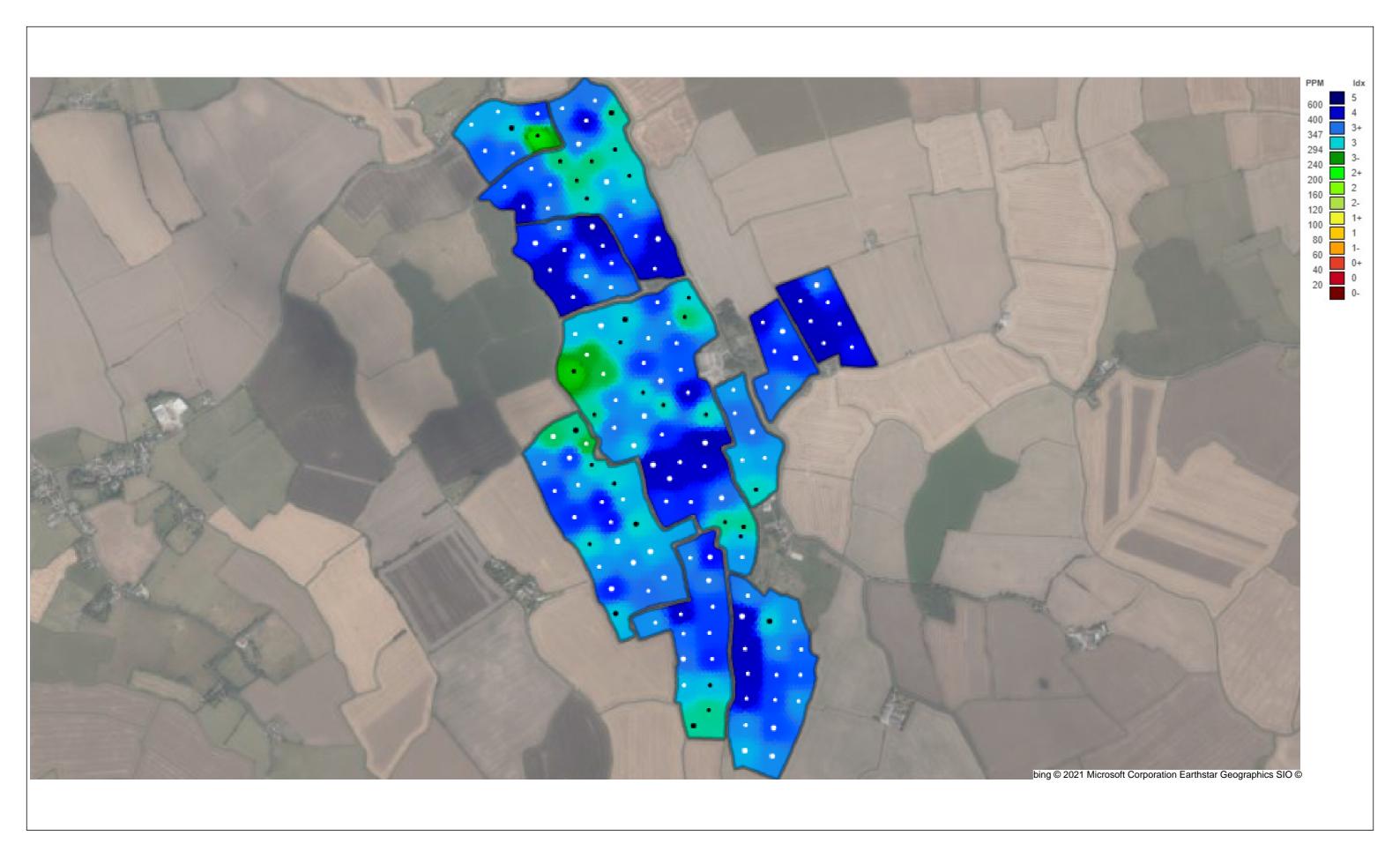


# 6. SOIL ANALYSIS



Romney Marsh Farm Ptnrs.
P | 2021
Map printed: 5 March 2021





Romney Marsh Farm Ptnrs. K | 2021 Map printed: 5 March 2021





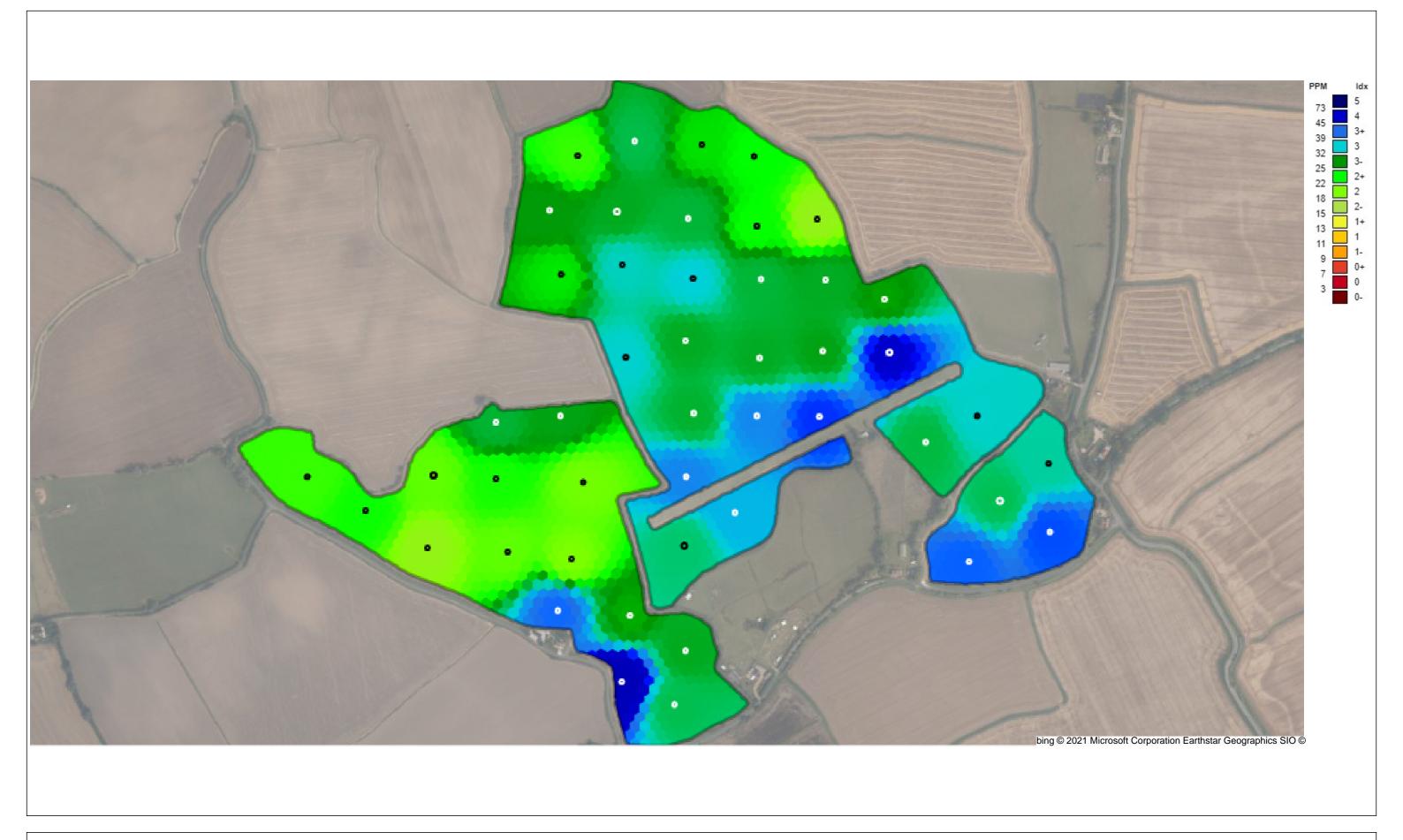
Romney Marsh Farm Ptnrs. Mg | 2021 Map printed: 5 March 2021





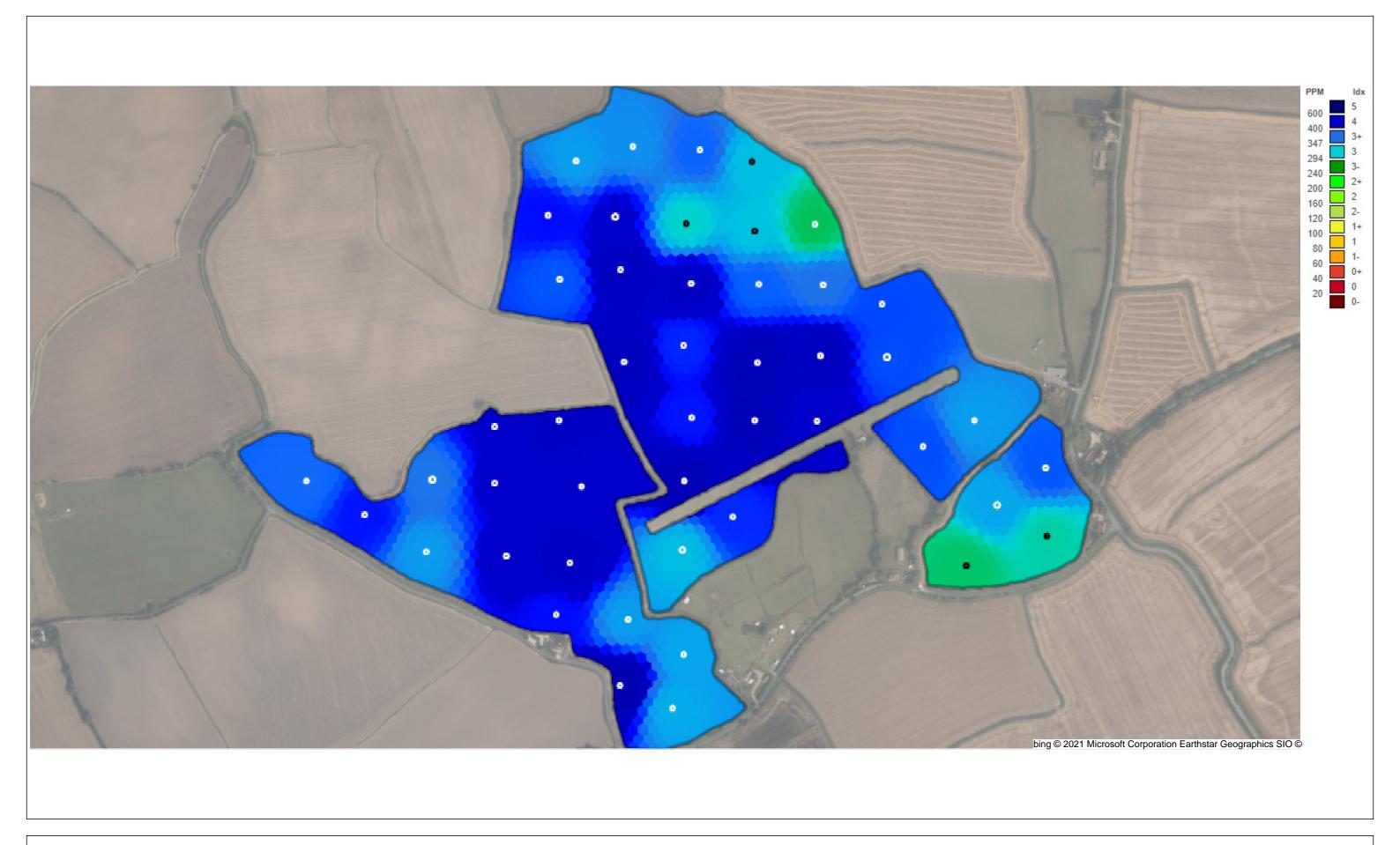
Romney Marsh Farm Ptnrs. pH | 2021 Map printed: 5 March 2021





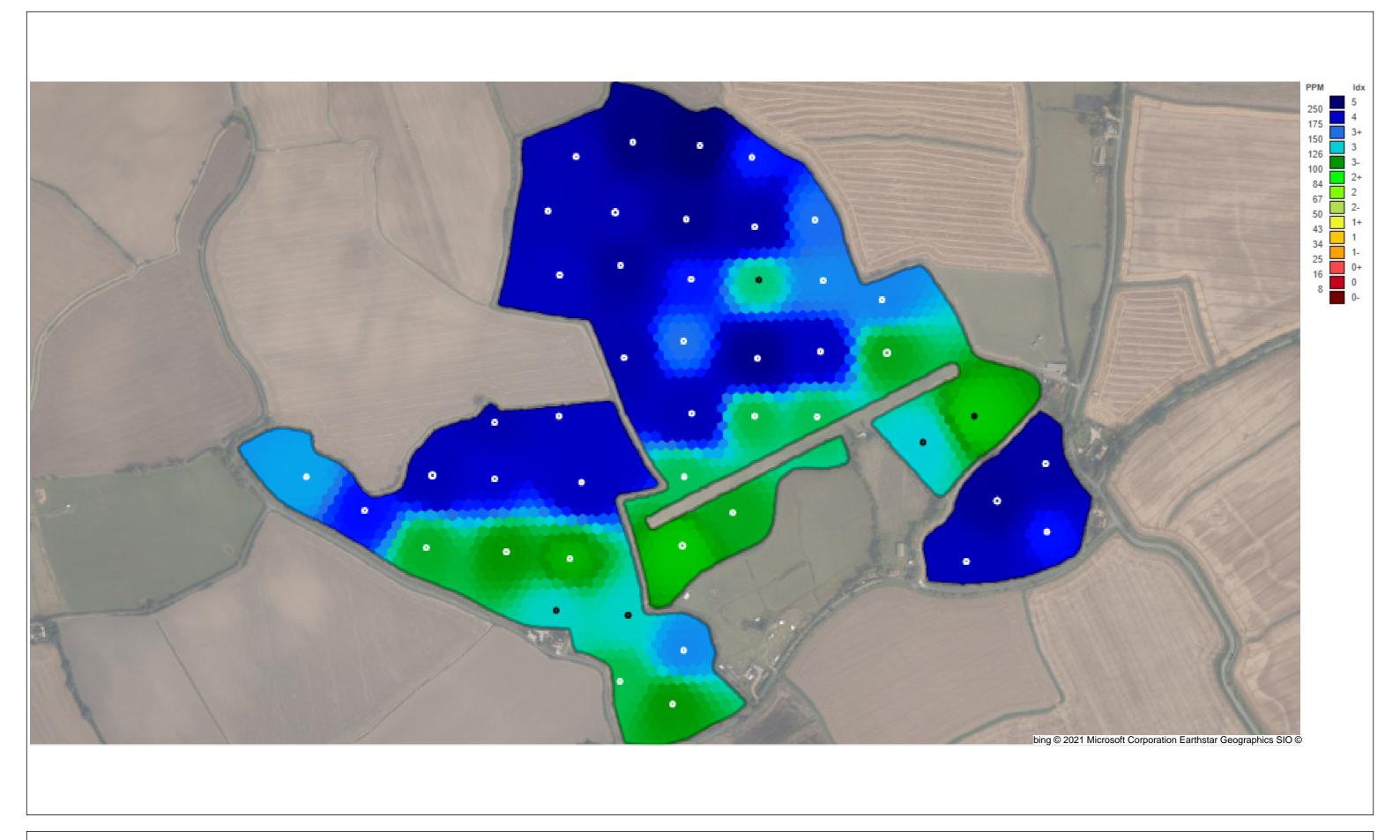
Romney Marsh Farm Ptnrs.
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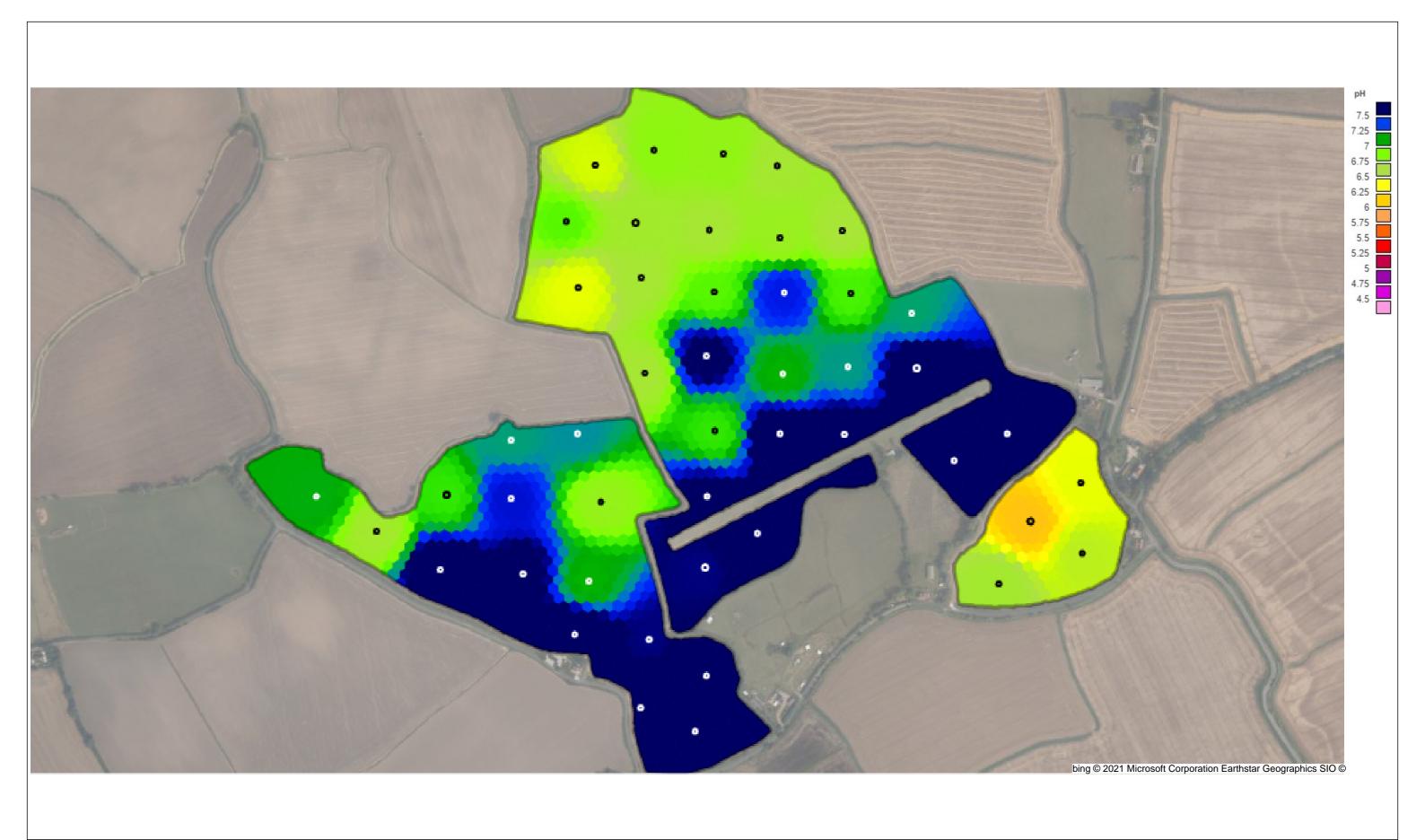






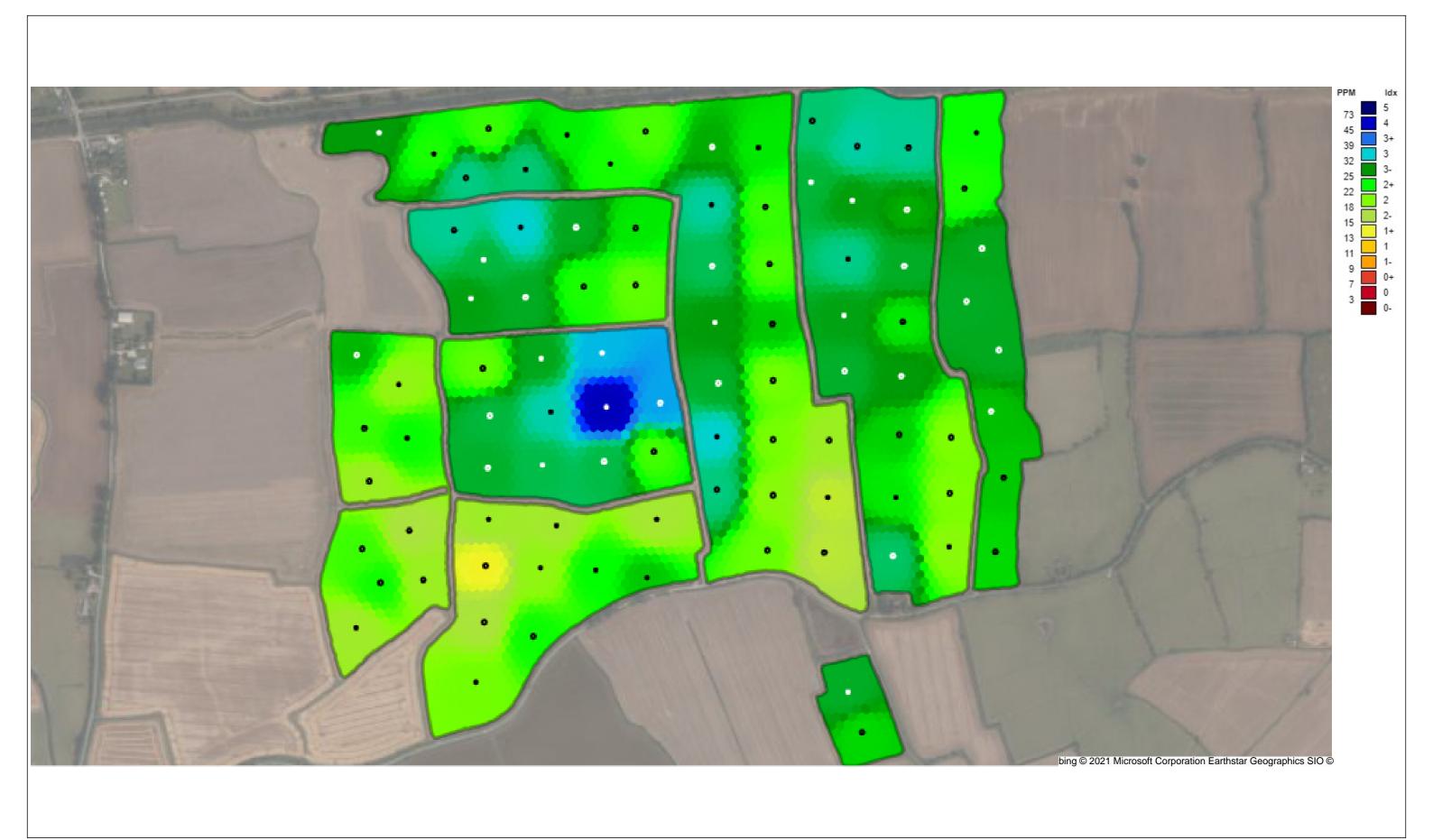






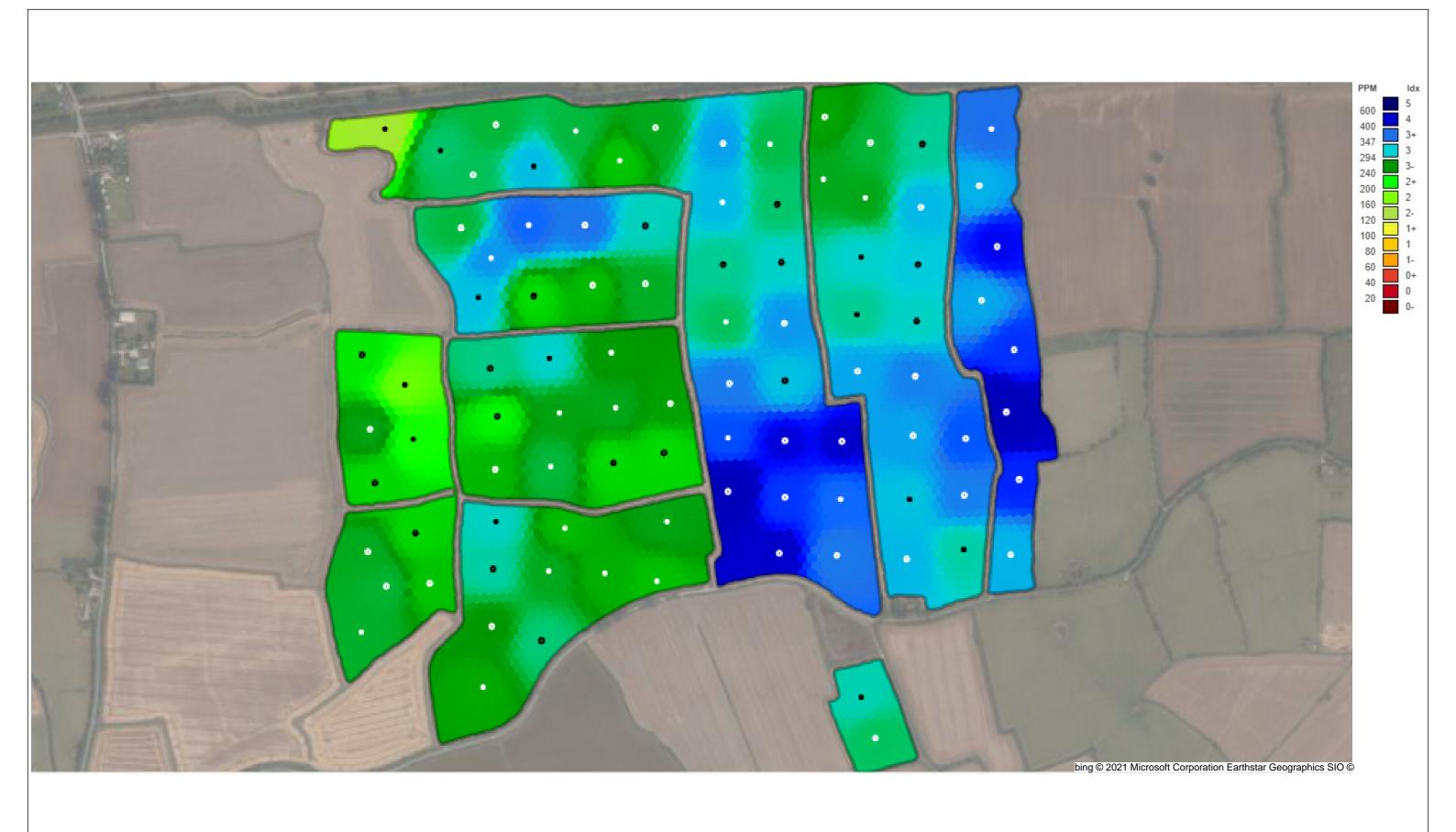
Romney Marsh Farm Ptnrs. pH | 2021 Map printed: 5 March 2021





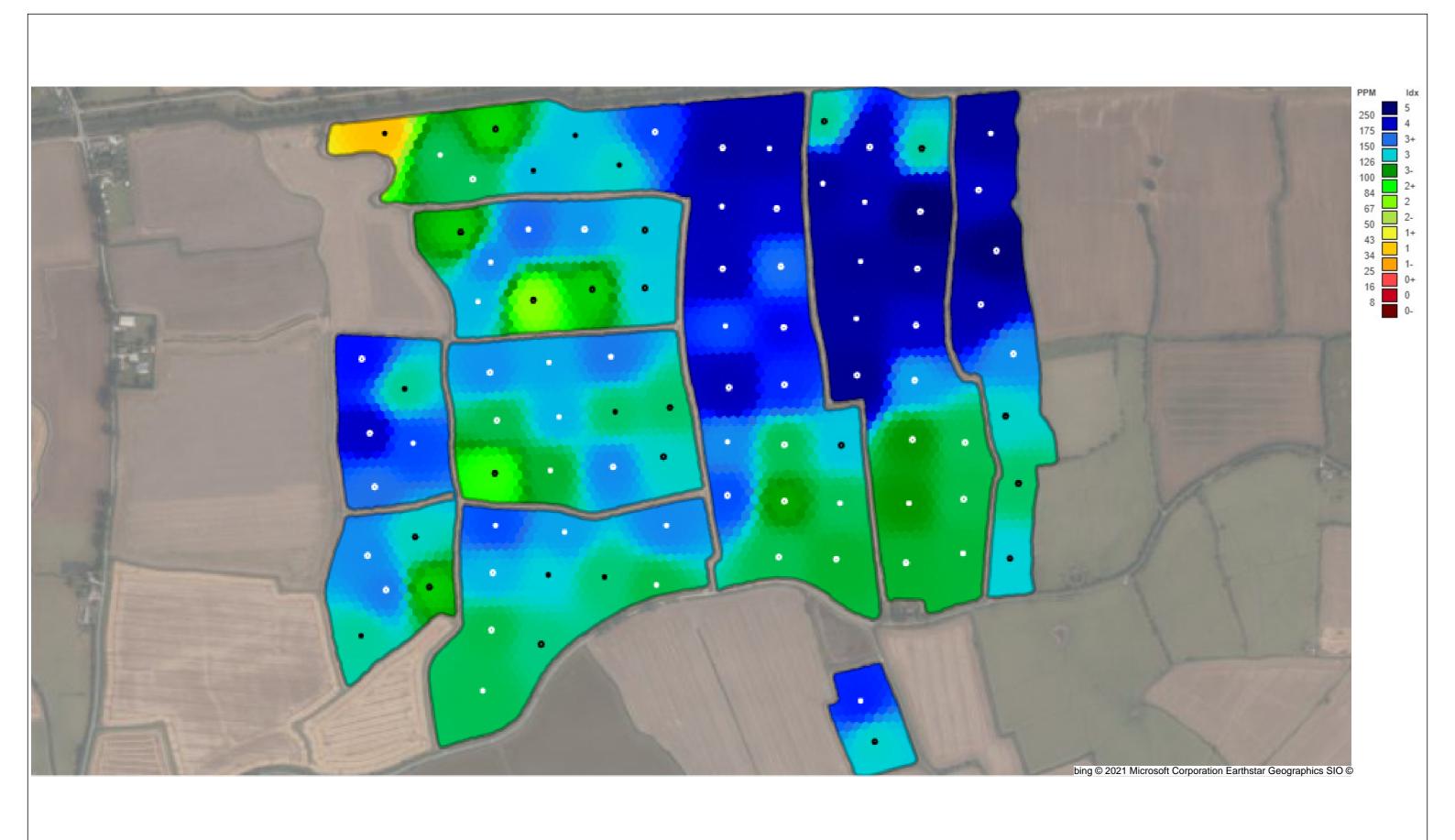
Romney Marsh Farm Ptnrs.
P | 2021
Map printed: 5 March 2021





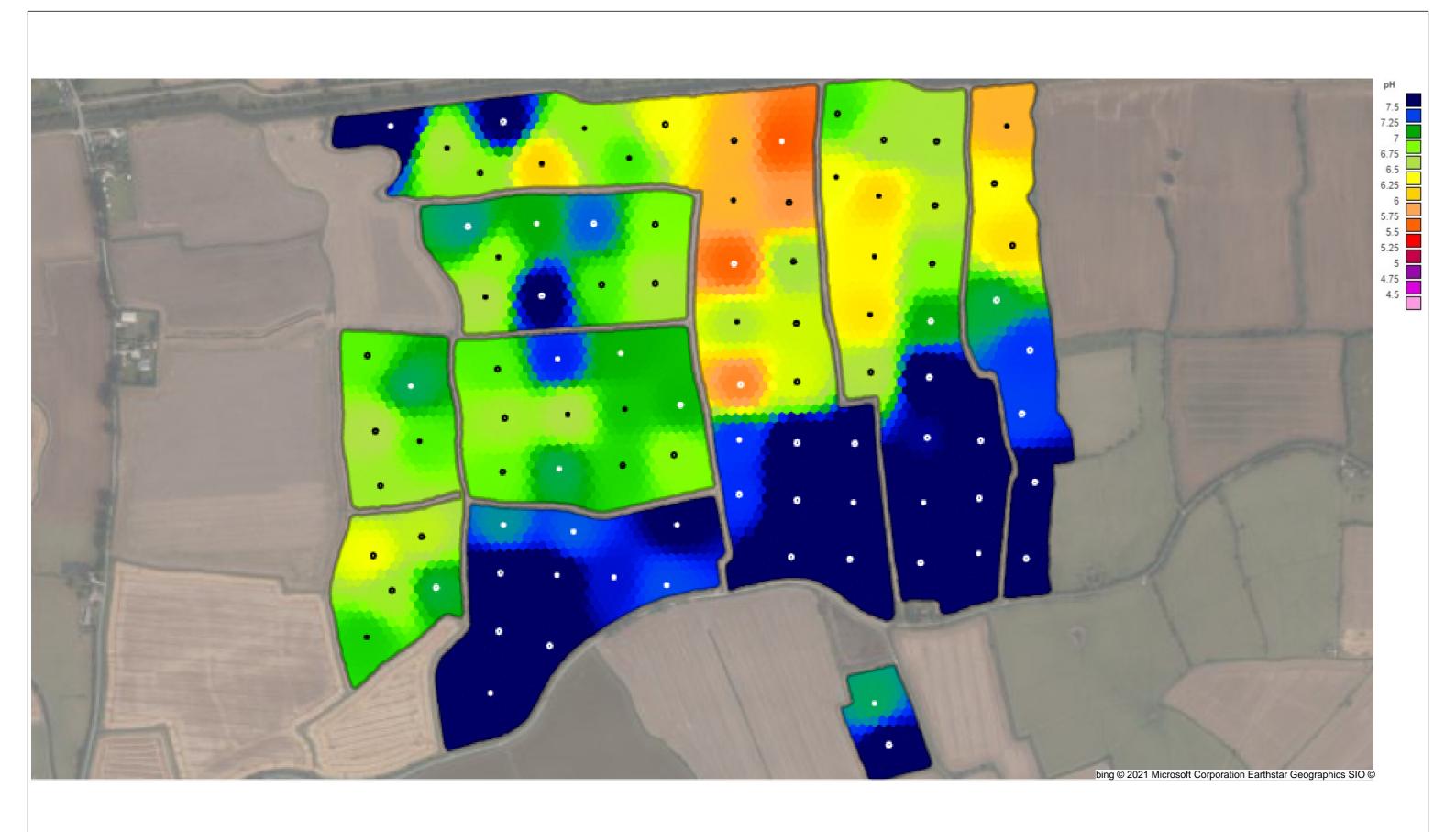
Romney Marsh Farm Ptnrs. K | 2021 Map printed: 5 March 2021





Romney Marsh Farm Ptnrs. Mg | 2021 Map printed: 5 March 2021





Romney Marsh Farm Ptnrs. pH | 2021 Map printed: 5 March 2021





# 7. OTHER RELEVANT INFORMATION

# **Cropping History**

Field Name	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021
<b>Chapel Farm</b>										
North	Wheat	Peas	Wheat	Wheat	Barley	Rape	Wheat	Wheat	Peas	Wheat
Sherlocks	Winter	Vining	Winter	Spring	Spring	Winter	Winter	Winter	Dried	Winter
	Wheat	Peas	Wheat	Wheat	Barley	Rape	Wheat	Wheat	Peas	Wheat
Oak Field	Winter	Vining	Winter	Spring	Spring	Winter	Winter	Winter	Dried	Winter
South	Wheat	Peas	Wheat	Wheat	Wheat	Rape	Wheat	Wheat	Peas	Wheat
Sherlocks	Winter	Vining	Winter	Spring	Winter	Winter	Winter	Winter	Dried	Winter
	\//boot	Dana	\A/b o o t	Beans	\\/boot	\\/boot	Darloy	Dana	Oats	\\/haat
<b>Chapel Field</b>	Wheat Winter	Rape Winter	Wheat Winter	Dried	Wheat Winter	Wheat Winter	Barley	Rape Winter	Oats Spring	Wheat Winter
	vviiitei	willei	vviiitei	Spring	willtei	willei	Spring	willei	Spring	vviiitei
	Wheat	Rape	Wheat	Beans	Wheat	Wheat	Barley	Rape	Oats	Wheat
Gammons	Winter	Winter	Winter	Dried	Winter	Winter	Spring	Winter	Spring	Winter
	VVIIICCI		Willer	Spring			Spring		Spring	
Middle Field	Rape	Wheat	Peas Vining	Wheat	Wheat	Wheat	Rape	Wheat	Barley	Peas
	Winter	Spring		Spring	Winter	Winter	Winter	Winter	Spring	Dried
Crowlands	Rape	Wheat	Peas Vining	Wheat	Wheat	Wheat	Rape	Wheat	Barley	Peas
	Winter	Spring		Winter	Winter	Winter	Winter	Winter	Spring	Dried
Barn Field	Rape	Wheat	Peas Vining	Wheat	Wheat	Wheat	Rape	Wheat	Barley	Peas
	Winter	Spring		Spring	Winter	Winter	Winter	Winter	Spring	Dried
Faggs	Rape Wheat P	Peas Vining	Wheat	Oats	Wheat	Rape	Wheat	Barley	Peas	
1880	Winter	Spring	i cas viiling	Spring	Spring	Winter	Winter	Winter	Spring	Dried
St Johns	Rape	Wheat	Peas Vining	Wheat	Oats	Wheat	Rape	Wheat	Barley	Peas
	Winter	Spring	0	Spring	Spring	Winter	Winter	Winter	Spring	Dried
Bonnington										
Whitehouse	Peas	Wheat	Wheat Spring	Wheat	Rape	Wheat	Peas	Wheat	Barley	Oats
	Vining	Winter		Spring	Winter	Winter	Vining	Winter	Spring	Spring
	Peas	Wheat	Pt. Barley W.	Wheat	Rape	Wheat	Peas	Wheat	Barley	Oats
Prairie	Vining	Winter	Pt. Barley S.	Spring	Winter	Winter	Vining	Winter	Spring	Spring
			Pt. Wheat S.							
Rushfield	Peas	Wheat	Wheat Spring	Wheat	Rape	Wheat	Peas	Wheat	Barley	Oats
	Vining	Winter	8	Spring	Winter	Winter	Vining	Winter	Spring	Spring
Lower Wall										
504 & 505	Wheat	Peas	Wheat	Wheat	Barley	Rape	Wheat	Wheat	Peas	Wheat
	Winter	Vining	Winter	Spring	Spring	Winter	Winter	Winter	Dried	Winter
Sleeper	Wheat	Peas	Wheat	Wheat	Barley	Rape	Wheat	Wheat	Peas	Wheat
Bridge	Winter	Vining	Winter	Spring	Spring	Winter	Winter	Winter	Dried	Winter
Badgers	Peas	Wheat	Wheat Spring	Wheat	Rape	Wheat	Wheat	Wheat	Peas	Wheat
	Vining	Winter	. 3	Spring	Winter	Winter	Winter	Winter	Dried	Winter
Pond Field	Wheat	Wheat	Wheat Spring	Rape	Wheat	Peas	Wheat	Wheat	Oats	Wheat
	Winter	Spring		Winter	Winter	Vining	Winter	Winter	Spring	Spring
<b>Canal Field</b>	Wheat	Wheat	Wheat Spring	Rape	Wheat	Peas	Wheat	Wheat	Oats	Wheat
	Winter	Spring		Winter	Winter	Vining	Winter	Winter	Spring	Spring
LowerWall 1	Wheat	Wheat	Wheat Spring	Rape	Wheat	Peas	Wheat	Wheat	Oats	Wheat
	Winter	Spring		Winter	Winter	Vining	Winter	Winter	Spring	Spring
Bungalow	Wheat	Wheat	Wheat Spring	Rape	Wheat	Peas	Wheat	Wheat	Oats	Wheat
	Winter	Spring		Winter	Winter	Vining	Winter	Wheat	Spring	Spring
19 + 2	Wheat	Oats	Wheat Spring	Rape	Wheat	Peas	Wheat	Wheat	Oats	Wheat
	Winter	Spring	Fallow	Winter	Winter	Vining	Winter	Winter	Spring	Spring
Tame Lane	Wheat	Oats		Rape Setas	Setaside	Peas	Wheat	Wheat	Oats	Wheat
	Winter	Spring		Winter	Vining	Winter	Winter	Spring	Spring	



# Agreement for the Supply of Biosolids

A supply of Biosolids has been agreed with planning for spreading to take place ahead of Winter Wheat Sowing and estimated to be in August/September.

The Field Treatment Plan is as follows:

Field Number	Field Name	Field Size	Approx. Tonnage Required	Future Crop	Price Excluding VAT	
220271	St Johns	7.2	158	ww	£3.50	
220270	Faggs	6.12	135	WW	£3.50	
220273	Crowlands	17.7	389	WW	£3.50	
220272	Middle	14.1	310	ww	£3.50	
	Field					

The benefit of the Agreement is to be assigned to the incoming Tenant at cost.





8. TENDER FORM (SEPARATE MS WORD DOC)