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Chartered Surveyors & Estate Agents

# Scours Lane, Tilehurst, Reading



A valuable mixed use commercial/residential site.

About one acre. Riverside setting.

Lawful Planning Use\* includes:

- 1. A residential building
- 2. A mixed (sui generis) use site for 11 static caravans for residential use, commercial storage, the sale and repair of motor vehicles, buying and selling of scrap.

\*further details below and in the Legal Pack – available online.

Adjoining the towpath of the River Thames on the western outskirts of Reading.

Adjoining a residential mobile park home site with 27 properties on 1.33 acres.

Good range of local amenities includes Tilehurst railway station.

FOR SALE BY ONLINE PUBLIC AUCTION ON \_\_\_\_ OCTOBER 2022 unless sold beforehand

The Solicitors: Harrison Clark Rickerbys Solicitors, Aguis House, 49-51 Blagrove Street, Reading RG1 1PL

Email: Idjemal@hcrlaw.com Contact: Lewis Djemal Telephone: 0118 338 0831





## Scours Lane, Tilehurst, Reading RG30 6AX

#### **DESCRIPTION / LOCATION:**

A valuable mixed use commercial/residential site in a riverside setting on the outskirts of Reading approached via Scours Lane. The site is level and generally cleared. There is some privacy with established trees on some boundaries.

A sketch scheme providing for 14 park homes has been prepared and is at a density significantly less than the adjoining riverside park developments. A buyer will need to consider whether a scheme broadly speaking similar to the adjoining riverside park development (27 properties on 1.33 acres) might receive planning permission or whether an alternative use is preferred.

**SERVICES** Mains electricity: SSE. Water supply is via a bore hole on site, no gas or other services.



See Planning, paragraph 2 below.





See Planning, paragraph 3 below.

### PLANNING -HISTORY & CURRENT

The property is within the administration area of Reading Borough Council.

We now refer in more detail to three Certificates of Lawful Use or Development.

- 1. Application number 06/00834/CLE/KS1 dated 8 September 2006. A copy of this Certificate is available in the Legal Pack.
  - Schedule One refers to Certificate of Lawfulness for "existing use of site as a showman's yard and winter quarters."
  - Schedule Two: Fairground caravans, Scours Lane, Tilehurst, Reading. The Certificate states:

"Sufficient evidence has been submitted to prove, on the balance of probability, that the property has been used for storage, maintenance and testing of fairground rides and stalls (14 rides and 9 stalls in total)".

Storage and maintenance of fairground associated vehicles (12 tractor units, 2 box lorries, 2 generator trailers, 4 box trailers, 4 large caravans for the Meech family and 7 smaller caravans for employees)

Residential occupation of 4 mobile homes and 2 caravans.

Repair and sale of motor vehicles by Mr Meech.

For a period in excess of 10 years.

2. A Certificate of Lawful Use or Development, Application number 19844. Decision 12 May 2020. On the basis of the available information and on the balance of probabilities, it is confirmed that the building as shown on the following plans:

Location Plan – Plans as existing residential – Residential building D1316-02- Received 11 November 2019.

Has been in continuous use as a single dwelling house (Use Class C3) for a period exceeding 4 years and is therefore immune to enforcement action. It is therefore considered that a Certificate of Lawfulness should be granted.

3. Certificate of Lawful Use dated 1 May 2020. First schedule - Certificate of Lawfulness of existing use of land as a mixed (sui generis) use site comprising:

11 static caravans for residential use.

Commercial storage including associated vehicles and machinery.

The storage, maintenance and testing of fairground rides, stalls and associated vehicles.

The sale and repair of motor vehicles.

The buying and selling of scrap metal.

The reasoning behind the issue of a Certificate of Lawful Use of Development stated on the basis of the available information and on the balance of probabilities, it is considered that the mixed use (sui generis use class) of the land as a caravan site (the stationing of caravans for human habitation) and various commercial activities has been in continuous use for a period exceeding 10 years and is therefore immune to enforcement action. It is therefore considered a Certificate of Lawfulness should be granted.

**VIEWING** 

**THE CONDITIONS OF SALE:** are included in the Legal and Information Pack available from the Auctioneers prior to the Auction Sale and online at <a href="https://www.martinpole.co.uk">www.martinpole.co.uk</a>. A copy of the Conditions of Sale will be attached to these Particulars to form part of the Contract.

\* Property Auctioneers are required by the ASA to explain to prospective buyers the definitions of Price Guide and Reserve. The Reserve is the minimum price set by the seller at which the auctioneer can sell the property. The reserve can be set and agreed at any point up to the start of the auction or indeed can be changed during the auction. The reserve can be lower than the guide price, the same as the guide price or up to 10% above the guide price. In accordance with ASA guidelines the guide price can be changed at any time up to and including the day of the auction sale. If the guide price is changed we will endeavour to advertise the new guide price at the earliest opportunity. A list of final guide prices will be published in the auction room immediately prior to the sale. This may be the first opportunity to publish changes.





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#### **IMPORTANT NOTICES**

#### Identification of the Buyer

To accord with the Money Laundering Regulations 2003 and the Proceeds of Crime Act 2002:

No later than the date of the auction when the Memorandum of Agreement of the sale and purchase is to be signed, we are required to see and keep copies of documentary evidence of the Buyer's identity and address. If you intend to bid please contact us for further information of the documents required to be produced (full details of which are also given in the Information Pack available for intending Buyers) or if you prefer to register beforehand.

#### **Buver's Fee**

A charge of £500 (plus VAT), payable only by the successful Buyer, will be due to the Auctioneers, Martin & Pole, upon signature of the Memorandum of Agreement of the sale and purchase. An appropriate VAT receipted invoice will be issued immediately after the day of the auction sale

Signing the Memorandum, Payment of the Deposit and Buyer's Fee The Buyer(s) will be required to sign Memorandum of Agreement attached to these Particulars, to pay the Deposit and Buyer's Fee immediately after the fall of the hammer. Payment of the deposit will only be accepted if made by cheque or bankers draft drawn on the account of the named Buyer and drawn on a UK clearing bank.

#### **Property Details**

We have endeavoured diligently to ensure the details of this property are accurate. We have not tested the services, appliances or fittings (if any) referred to in the details.

We recommend that each of the statements is verified and the condition of the property and of the services, appliances and fittings (if any) is investigated by you or your advisers before you finalise your offer to purchase, bid for the property or enter into a contractual commitment.

#### Stipulations

The property is sold with all faults and defects whether of condition or otherwise and neither the Seller nor the Agents of the Seller are responsible for any faults or defects or for any statements contained in the Particulars of the property prepared by the Agents.

The Buyer hereby acknowledges that he has not entered into this Contract in reliance on any of the said statements and he has satisfied himself as to the correctness of each of the said statements by said Agents in relation to or in connection with the property.

MEMORANDUM OF AGREEMENT		
Date of Agreement:	day of	
Buyer:		
Address:		
	Postcode:	
Buyer's Solicitor:	Contact:	
Address:		
	Postcode:	
Purchase Price	£	
Deposit	£	
Balance	£	
The Seller will sell and the Buyer will buy the Property described as in the foregoing Particulars and Conditions of Sale for the Purchase Price in accordance with and subject to the terms and conditions referred to in the Conditions of Sale.  Martin & Pole acknowledge receipt of the Deposit in part payment of the Purchase Price. The Buyer agrees to pay the balance of the Purchase Price and to complete the purchase in accordance with the Conditions of Sale.  Signed by or on behalf of:		
Buyer	Seller	

DCA Fo 36865 September 2022