

PL383

By Direction of the Administrators of Mr Alan Kilburn Deceased

109.86 Acres of Accommodation Land With Outbuildings And Sheep Gaits At Muker, North Yorkshire “In The Yorkshire Dales National Park”



**For Sale By Public Auction In 2 Lots
(Subject To Conditions And Unless Sold Previously)
On Tuesday 9th February 2010 At 7:30pm
In The Village Hall, Muker**

Auctioneers:

Richard Turner & Son
Main Street
High Bentham
Nr Lancaster
LA2 7HF.
Tel: 015242 61444.
Fax: 015242 62463.

Solicitors:

Smith Roddam
56 North Bondgate
Bishop Auckland
Co Durham
DL14 7PG.
Tel: 01388 603 073.
Fax: 01388 450 483.

Situation:

The land is situated in the village of Muker being just off the B6270 Kirkby Stephen – Richmond Road, the market town of Hawes being 7 ½ miles South of the village.

Viewing:

The land may be viewed during any reasonable daylight hour upon the production of a set of these particulars.

Tenure & Possession:

The land is freehold and sold with vacant possession on completion.

Single Farm Payment:

There are no single farm payment entitlements attached to the land. The land has been registered on the rural land register.

ESA Agreement:

The land is subject to a Pennine Dales Environmentally Sensitive Area Management Agreement and the purchaser will be bound to take over the prescriptions of the agreement, the agreement terminates on the 30th April 2012.

Lot 1: (Edged red on attached plan)

44.18 Acres or 17.88 Hectares of meadow, pasture and woodland with stone built outbuildings and natural water supply. Access to the land is over the car park at Muker and then along the track adjacent to Guildy Hall and further access from Back Lane. In addition to the land there are 13 sheep stints on Muker Edge, Muker Common included in the sale.

Schedule:

<u>O S No</u>	<u>Description</u>	<u>Acres (Ha)</u>
4380	Pasture	2.59 (1.05)
4670	Pasture	5.68 (2.300)
5152a + 5152b	Pasture	17.84 (7.22)
7061	Pasture	6.30 (2.55)
6172	Meadow	3.56 (1.44)
6581a	Woodland	1.06 (0.43)
6581b	Woodland	1.06 (0.43)
6976	Meadow	1.36 (0.55)
6581c	Woodland + Pasture	1.56 (0.63)
7873	Meadow	<u>3.16 (1.28)</u>
		44.18 Acres or thereabouts
		(17.88) Hectares or thereabouts

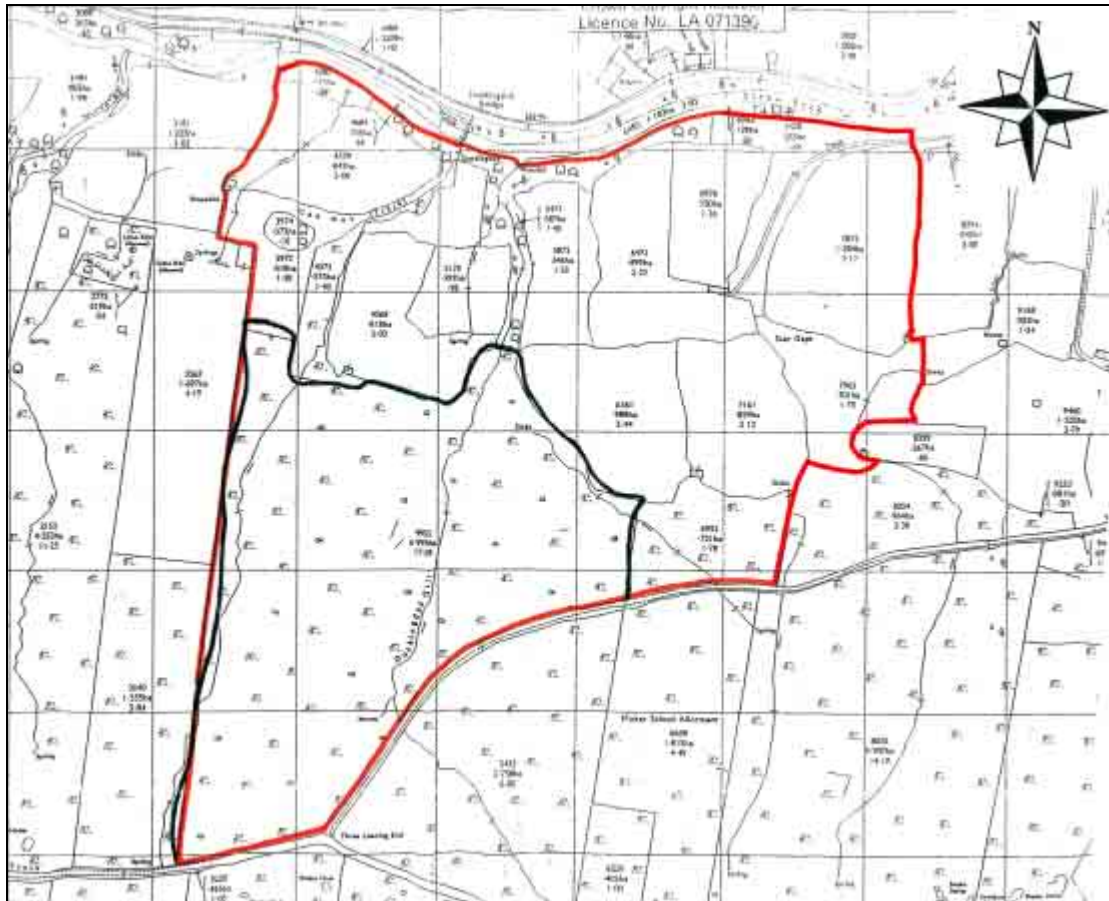
Lot 2: (Edged blue on the attached plan)

65.68 Acres of pasture land known as Greenseat pasture having the benefit of access from Back Lane and natural water supply. Access onto Muker Common with which 19 sheep stints are sold with the land.

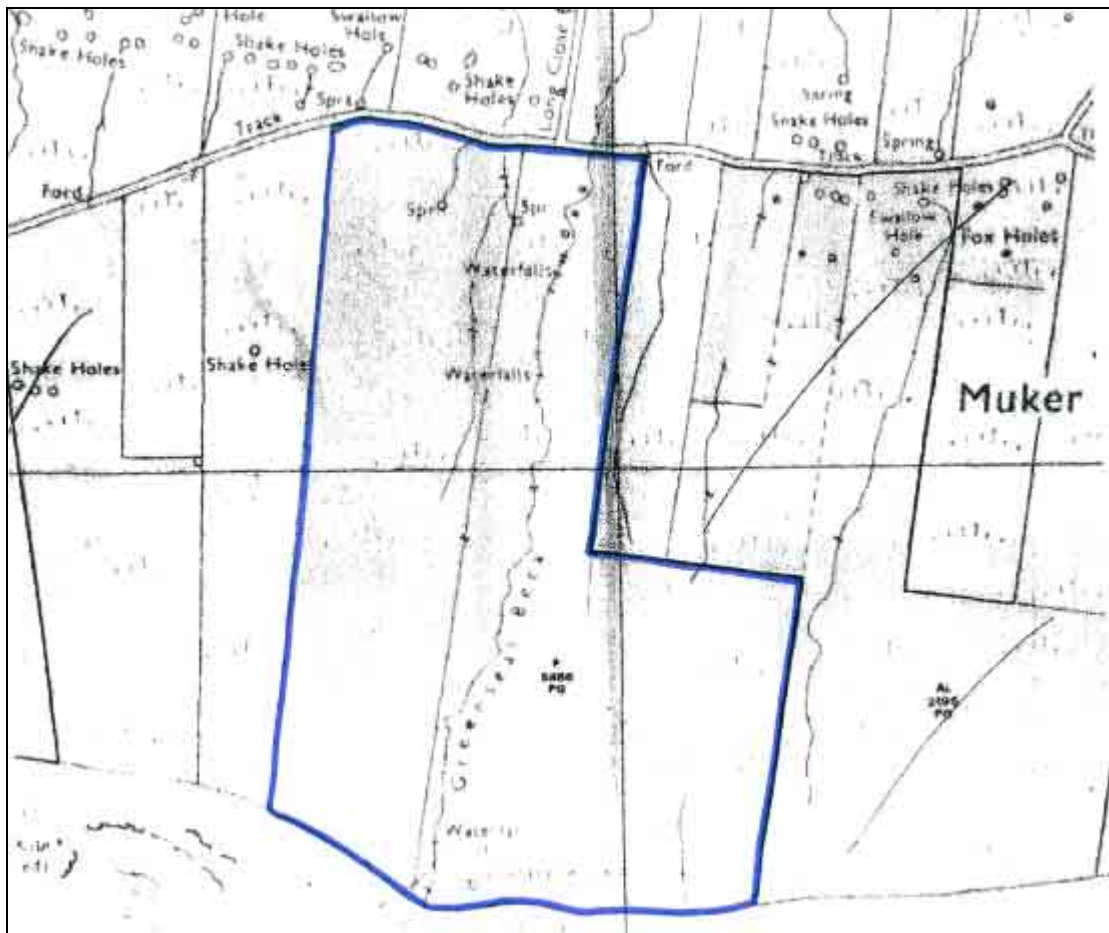
Schedule:

<u>O S No</u>	<u>Description</u>	<u>Acres (Ha)</u>
8868	Pasture	65.68 Acres or thereabouts
		(26.58) Hectares or thereabouts

Lot 1



Lot 2



GENERAL REMARKS AND STIPULATIONS

LOCAL AND SERVICE AUTHORITIES:

North Yorkshire County Council, County Hall, Northallerton. Tel: 01609 780 780.

Yorkshire Water Authority, PO BOX 52, Bradford. Tel: 0845 124 2424.

British Telecommunications plc, BT Centre, London. Tel: 0800 800 150.

“RPA” Rural Payments Agency, Eden Bridge House, Lowther Street, Carlisle. Tel: 01228 523 400.

PARTICULARS OF SALE:

The descriptive particulars (but not the stipulations and special conditions of sale) do not constitute, or constitute any part of any offer or Contract and all statements made herein are made without responsibility on the part of the Auctioneers or the Vendor. All intending purchasers should satisfy themselves as to their correctness. The Vendor does not make nor give and neither Richard Turner & Son nor any person in their employment has any authority to make or give any warranty as to the land and property.

SALES PARTICULARS AND PLANS:

The plan and quantities are based upon the latest available editions of the Ordnance Survey as revised by the Auctioneers. Such plan and quantities and these particulars are believed to be correct but any error or omission or mis-statement shall not annul the sale nor entitle either party to compensation or in any circumstances give ground for any action at Law.

SPORTING:

The sporting rights are in hand and are included in the sale.

TIMBER AND WOOD:

All growing timber and fallen timber are included in the sale.

FIXTURES AND FITTINGS:

All fixtures and fittings are excluded from the sale, unless they are expressly stated as being included.

TOWN PLANNING AND LOCAL LAND CHARGES:

So far as the Vendor is aware the present use of the property is in accordance with the Town and Country Planning Acts. No requisition shall be raised in regard to the user or otherwise in relation to the said Acts and the Vendor shall not be required to give any further information in regard to the Town and Country Planning. The land is sold subject to:

- a) all local and land charges and any requirements enforceable by any local or other Public Authority.
- b) all encumbrances and other matters, the existence of which can or ought to be discovered by enquiry of any Local or other Public Authority and the Purchaser shall not be entitled to any compensation or right of rescission in respect thereof.

RIGHTS AND EASEMENTS:

The land is sold and will be conveyed with the benefit of and subject to the burden of all existing rights of way, all rights for the continuance and or installation of any means of supply of water, gas or electricity, all rights for drainage and sewerage and any other pipelines over or under the land, together with all necessary rights of access for maintenance, renewal and repair of any apparatus or constructions in connection with such rights.

OVERHEAD ELECTRICITY & TELEPHONE LINES & UNDERGROUND CABLES:

The Purchaser of the land shall take it subject to such wayleave as affects the same and shall be responsible to notify the appropriate authority of his interest.

FENCES & BOUNDARIES:

The Purchaser of each lot will be required to maintain in stockproof condition the fences marked with a “T” on the side of the fence to which it belongs. Where there is no fence built or existing, or, where the existing fence is not in reasonable repair, then the Purchaser of the Lot with “T” marked on that side will be required to erect an adequate stockproof fence within three months of completion and thereafter maintain it in a stockproof condition. The responsibility of fencing of the original boundary of the land has been marked according to the best knowledge of the Vendor, but it is in no way guaranteed and intending Purchasers should make their own enquiries. Any discrepancy in this respect shall not annul the sale nor give rise to any claim for compensation whatsoever.

DISPUTES:

Should any dispute arise before or after the date of completion between the Vendor and the Purchaser as to the interpretation of the particulars, or any matter whatsoever arising therefrom, or thereout, that matter in dispute shall be referred to the arbitration of RICHARD TURNER of Richard Turner & Son, Royal Oak Chambers, Main Street, Bentham, whose decision shall be final and binding on the parties in dispute.

UNSOLD LOTS:

In the event of any Lots remaining unsold the Vendor shall be entitled to exercise any rights or other matters over Lots reserved in the Particulars, Stipulations or Conditions of Sale and shall hold subject to any such rights granted in favour of the Purchaser of any other Lots.

ORDER OF SALE:

Whilst it is intended to offer the land in lots as catalogued nevertheless the Vendor reserves the right to either amalgamate, divide or withdraw any Lot or Lots prior to the Auction Sale.

CONDITIONS OF SALE:

The Conditions of Sale WILL NOT be read out at the Auction Sale, but a copy thereof will be available for inspection at the offices of the Vendors solicitors during normal hours for 14 days prior to the date of the Auction Sale.

INSURANCE:

As from the date of sale/signing of the contract, the property shall be at the sole risk of the purchaser who shall effect their own insurances accordingly.

Agri-environment schemes, land management, local government liaison, plus communities & access.

Natural England, Government Buildings, Otley Road, Lawnswood, Leeds, LS16 5QT. Tel: 0113 230 3750.

Fax: 0113 230 3790. Email: enquiries.yorkshumber@naturalengland.org.uk

MISREPRESENTATION ACT 1967:

Richard Turner & Son, for themselves and for the vendors or lessors of these properties whose agents they are, give notice that these particulars do not constitute any part of an offer or a contract. All statements contained in these particulars as to these properties are made without responsibility on the part of Richard Turner & Son or the vendors or lessors, none of the statements contained in these particulars as to these properties are to be relied on as statements or representations of fact and any intending purchasers or lessees must satisfy themselves by inspection or otherwise as to the correctness of each of the statements contained in these particulars. The vendor or lessors do not make or give and neither Richard Turner & Son nor any person in their employment, has any authority to make or give any representation of warranty whatever in relation to these properties.