

PL358

By direction of Mrs A Adnett & Mr D Stubbs

**11.42 Acres Or Thereabouts
Of Meadow & Pasture
Together With A Substantial Stone Built Barn
With Planning Permission For Use As A Camping Barn**
KNOWN AS
**Sheephouse Laithe
Part of Close House
Giggleswick, Nr Settle**



For Sale By Private Treaty

Auctioneers:

Richard Turner & Son
Royal Oak Chambers
High Bentham
Nr Lancaster
LA2 7HF.
Tel: 015242 61444.
Fax: 015242 62463.

Solicitors:

Goad & Butcher Solicitors
Midland Bank Chambers
Market Place
Settle, North Yorkshire
BD24 9DR.
Tel: 01729 823 500.
Fax: 01729 822 023.

Situation:

The land is situated just off the A65 with access to the land gained from Brackenber Lane and then from the private lane to Close House and Dallicar Lane. Please note that the responsibility for maintenance over the private lane to Close House and Dallicar Lane will be according to user.

Tenure & Possession:

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

Viewing:

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

Single Farm Payment Entitlements:

The land has been registered for single farm payment purposes and the entitlements are available to be transferred.

Lot 1: (edged red on the plan)

2.79 acres or thereabouts of productive meadow land with a natural water supply. Access to the land is via the private lane to Close House.

Lot 2: (edged blue on the plan)

1.48 acres of meadow land with a natural water supply. Access to the land is via the private lane to Close House and Dallicar Lane.

Lot 3: (edged green on the plan)

A substantial stone built barn being approximately 51' x 42' (external measurement). The barn has the benefit of Planning Permission for use as a camping barn (Ref: 31/2007/8241). In addition there is a loose box in the yard. The barn is set within 7.15 acres of land in four enclosures and access to the land is via the private lane to Close House and Dallicar Lane.

Schedule:

<u>OS No:</u>	<u>Description:</u>	<u>Acres:</u>
2252	Meadow Land	0.96
3248	Barn & Meadow Land	2.66
4553	Pasture Land	2.01
5059	Pasture Land	<u>1.52</u>
		7.15 Acres or Thereabouts



GENERAL REMARKS AND STIPULATIONS

LOCAL AND SERVICE AUTHORITIES:

Craven District Council, Granville Street, Skipton. Tel: 01756 700 600.
North Yorkshire County Council, County Hall, Northallerton. Tel: 01609 780 780.
Yorkshire Water Authority, PO BOX 52, Bradford. Tel: 0845 124 2424.
United Utilities: Electricity and Water. Tel: 0845 746 2255.

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.

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.

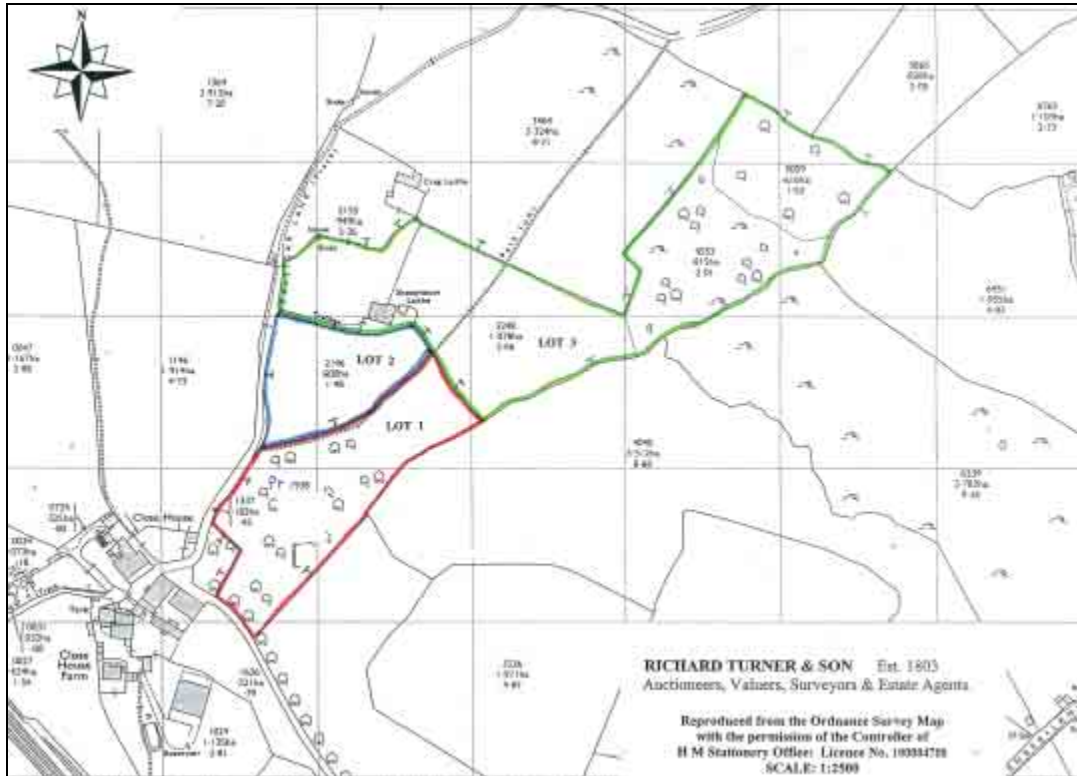
INSURANCE:

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.

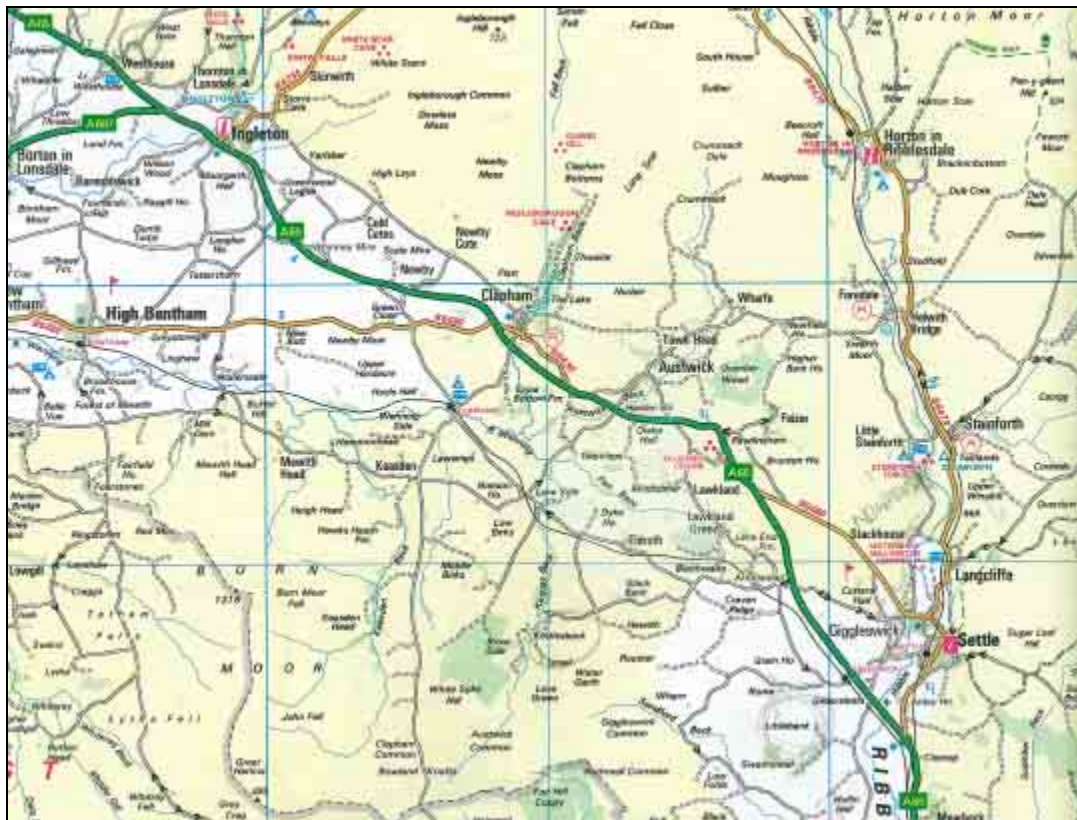
SINGLE FARM PAYMENT ENTITLEMENTS:

The vendor will co-operate with the purchaser to sign such documentation as is required by the Rural Payments Agency to enable the transfer of the appropriate number of entitlements to the purchaser as are awarded by the Rural Payments Agency. The vendor will make no charge for the entitlements, however the purchaser will be required to reimburse the vendor for any expenses reasonably incurred in arranging the transfer of such entitlements.

Boundary Plan



Location Plan



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.