

PL421

For Sale by Private Treaty by Direction of Smith & Walker

**13.30 Acres (5.38 Ha) Or Thereabouts Excellent Pony Paddocks/Amenity Land
For Sale In Up To 5 Lots**

**Garstang Road East
Poulton-Le-Fylde
Lancashire
FY6 7LD**



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|--|---|
| LOT 1: - 2.41 Acres or thereabouts. | Price: Offers Invited Circa £30,000 (edged red on the plan) |
| LOT 2: - 2.44 Acres or thereabouts. | Price: Offers Invited Circa £30,000 (edged blue on the plan) |
| LOT 3: - 2.42 Acres or thereabouts. | Price: Offers Invited Circa £30,000 (edged green on the plan) |
| LOT 4: - 2.98 Acres or thereabouts. | Price: Offers Invited Circa £37,000 (edged orange on the plan) |
| LOT 5: - 3.05 Acres or thereabouts. | Price: Offers Invited Circa £37,000 (edged brown on the plan) |

Comprising 13.30 Acres (5.38 Ha) or thereabouts of predominantly level productive meadow/pastureland incorporating a natural pond water supply within two of the Lots (*mains water may be available subject to application by the purchaser*) and having good convenient access off the A586 Garstang Road East (Poulton/Blackpool-Garstang Road) just outside Poulton-Le-Fylde approx ½ mile from the Junction with Mains Lane.

Tenure: Freehold with vacant possession on completion.

Viewing: During any reasonable daylight hour whilst accompanied by a set of these descriptive sales particulars.

Solicitors: Prestons, 15a Chapel Street, Poulton-Le-Fylde, Lancashire, FY6 7BQ.
Tel: 01253 882 426.

Schedule:

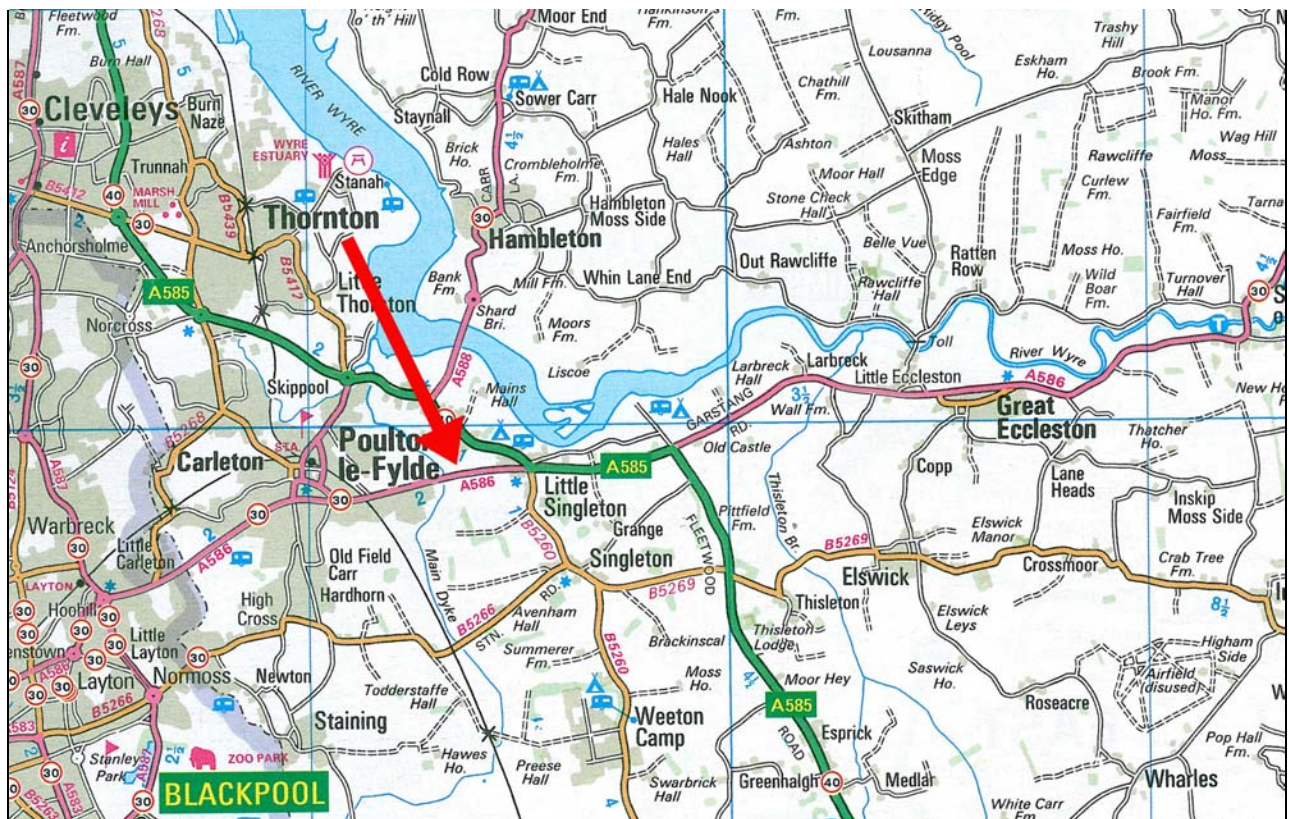
	<u>O.S. No</u>	<u>Acres</u>	<u>Hectares</u>
Lot 1	SD 3739 0647	2.41 est	0.97
Lot 2	SD 3739 0654	2.44 est	0.99
Lot 3	SD 3639 9048	2.42 est	0.98
Lot 4	SD 3639 9255	2.98 est	1.21
Lot 5	SD 3639 9863	<u>3.05 est</u>	<u>1.23</u>
		13.30 Acres or thereabouts	5.38 Ha or thereabouts

Please Note It is believed that the land previously benefited from a mains water supply, which it may be possible to reconnect, however prospective purchasers should satisfy themselves as to the viability and availability of United Utilities supplies to the land. If such connections are made, the purchaser shall be responsible for making the connection and laying pipes at their own cost and will be liable to pay all United Utilities and other connection fees and for the cost of laying any pipes.

Special Conditions:

Lot 5 is sold subject to the burden of Lots 2, 3 & 4 having the benefit of a right of way over the access track for the purpose of gaining access into the respective Lots, (*subject to Lots 2, 3 & 4 entering into a shared maintenance agreement with Lot 5*).

Location Plan



GENERAL REMARKS AND STIPULATIONS

LOCAL AND SERVICE AUTHORITIES:

Lancashire County Council, County Hall, Preston. Tel: 0845 053 0000.

Wyre Borough Council, Civic Centre, Breck Road, Poulton-le-Fylde. Tel: 01253 891 000.

United Utilities: Water, 9-15 Ribblesdale Lane, Preston. Tel: 01772 251 281.

United Utilities: Electric, Lancashire region, Hartington Road, Preston. Tel: 01772 848 400.

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.

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 installation and/or continuance 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.

SINGLE FARM PAYMENT ENTITLEMENTS:

There are no Single Farm Payment Entitlements available with the land.

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.

Location Plan

