

**LAND AT WARTH HILL, PRESTON PATRICK
24.06 ACRES (9.74 HA) OR THEREABOUTS**



Parcel 7555

**FOR SALE BY PRIVATE TREATY
REDUCED GUIDE PRICE: OIRO £110,000**

Selling Agents:

Richard Turner & Son
14 Moss End Business Village
Crooklands, LA7 7NU
Tel: 015395 66800
Email: kendal@rtturner.co.uk

Solicitors:

Thompson Hayton Winkely
114-116 Stricklandgate
Kendal, LA9 4QA
Tel: 01539 721945

VIEWING: Highly recommended at anytime during daylight hours with a set of these particulars to hand.

Old Sawley Grange, Gisburn Road
Sawley, CLITHEROE BB7 4LH
T: 01200 441351
F: 01200 441666
E: sawley@rtturner.co.uk

Royal Oak Chambers, Main Street
BENTHAM LA2 7HF
T: 015242 61444
F: 015242 62463
E: bentham@rtturner.co.uk

14 Moss End, Crooklands,
MILNTHORPE LA7 7NU
T: 015395 66800
F: 015395 66801
E: kendal@rtturner.co.uk

LOCATION:

The Land is located close to West View, approximately 1.5 miles east of Gatebeck. From the crossroads at Gatebeck head up the hill, proceed over the motorway past Sill Field Farm and continue to West View, until you reach a road junction. Turn right at the junction and the land is situate on the left. The attached plan identifies the precise location of the land and sign boards have been erected to assist.

BASIC PAYMENT SCHEME:

The land is registered on the Rural Land Register and is eligible for Basic Payment claims. The Vendor has claimed the 2017 payment and this will be retained by the Vendor in full. The purchasers will be required to comply with the Cross Compliance Regulations for 2017 and indemnify the Vendors for any claims costs losses or penalties as a result of the purchasers failing to fulfil the cross compliance requirements.

The purchaser will be required to purchase the Basic Payment Entitlements in addition to the purchase price of the land. The transfer of the Entitlements will be arranged by the selling Agents and will take place at the appropriate time after completion. There will be a charge of £100.00 plus VAT for the selling Agents to transfer the Entitlements payable by the purchaser.

DESCRIPTION:

The land extends to a total of 24.06 acres (9.74 ha) or thereabouts of fertile pasture land, as edged red on the attached sale plan. The land is well fenced and in good heart, benefitting from good roadside access, a new set of cattle handling pens and a natural water supply.

SCHEDULE

Parcel Ref.	Area (acres)	RLR Area (ha)	Description	LFA status
SD5684 7555	24.06 (est)	9.74 (est)	Pasture	SDA

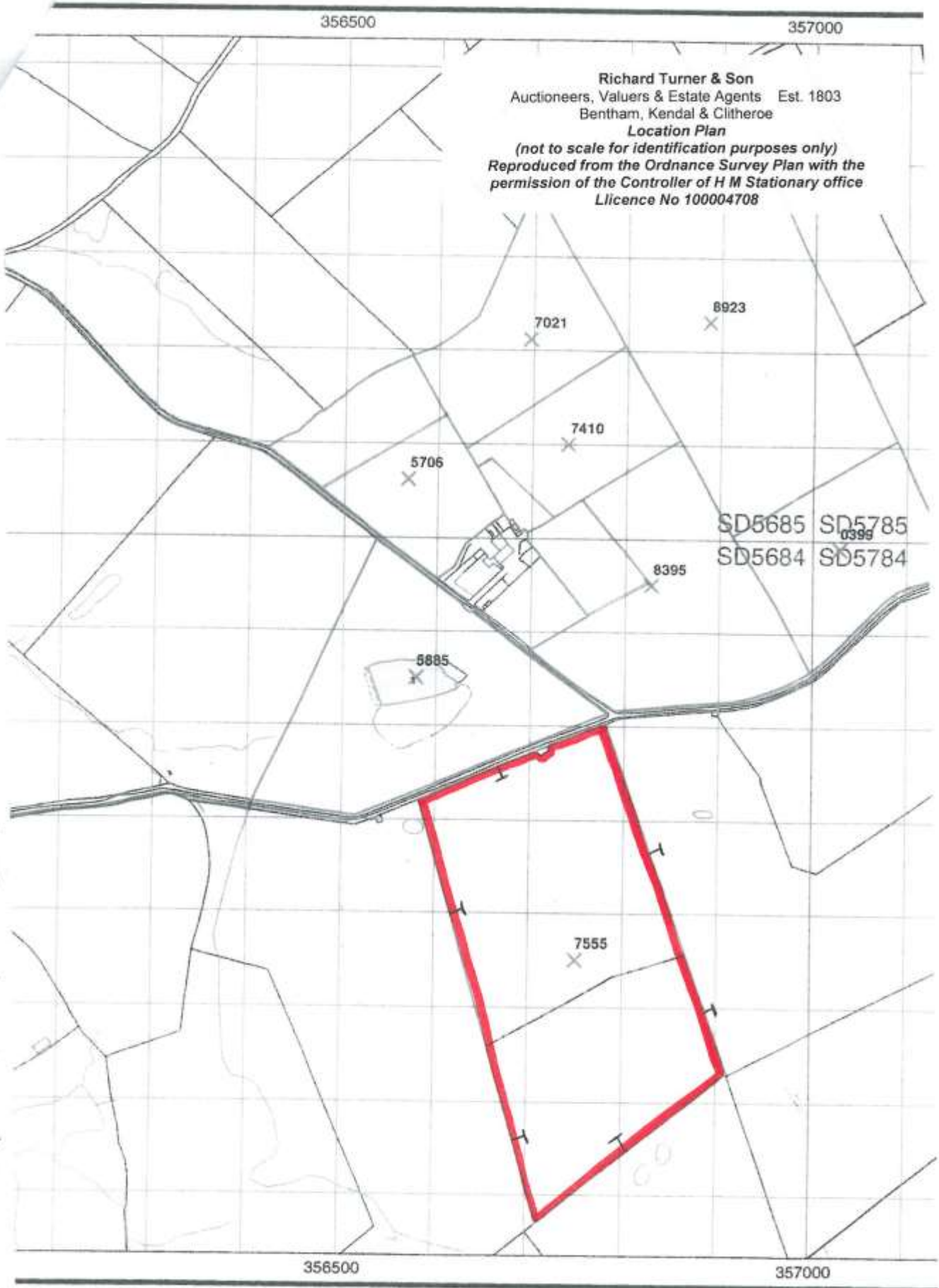
PLEASE NOTE: The vendor has additional land available in the area; see sale particulars for West View.

LOCATION PLAN: (for identification purposes only - not to scale)



Plans reproduced from the Ordnance Survey Plan with the permission of the Controller of H.M. Stationery Office. Licence No. 100004708

SALE PLAN: (for identification purposes only - not to scale)



Please return this sheet to us if you want to make any changes to

GENERAL REMARKS AND STIPULATIONS

LOCAL SERVICE AUTHORITIES:

Cumbria County Council, The Courts, Carlisle, CA3 8NA Tel: (01228) 23456

South Lakeland District Council, Kendal, Tel: (01539) 73333

United Utilities Water, Haweswater Hse, Lingley Mere Business Park, Great Sankey, Warrington. Tel (0192) 523 700

Electricity North West, Parkside Road, Kendal, Tel (1539) 721301

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/Rural Land Registry maps 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.

TENURE AND POSSESSION: The land is freehold and vacant possession will be given on completion.

SPORTING AND MINERALS: The sporting rights are included in the sale. Minerals rights are excluded.

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

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 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 stock proof 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 stock proof fence within three months of completion and thereafter maintain it in a stock proof 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(s) and he/they shall effect his/their own insurance's accordingly.

TENANT RIGHT: All tenant rights, unexhausted manorial values etc. are included in the purchase price of the land and there will be no right to claim compensation for any dilapidations etc.

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