

Lancaster City Centre – 1 mile

M6 Junction 34 – 3 miles

Of interest to Farmers, Developers and Investors
31.74 acres (12.84 ha) or thereabouts

LAND AT ALDCLIFFE ROAD LANCASTER



**A RARE OPPORTUNITY TO PURCHASE AN EXCELLENT BLOCK OF
LAND WITH GOOD ROADSIDE ACCESS SITUATED CLOSE TO THE
CENTRE OF LANCASTER AND WITH LONG TERM DEVELOPMENT
PROSPECT (SUBJECT TO OBTAINING PLANNING PERMISSION)**

FOR SALE BY FORMAL TENDER

(Subject to Conditions)

TENDERS CLOSE: 2.00PM ON MONDAY 5th SEPTEMBER 2011

SOLE SELLING AGENTS:

Richard Turner & Son
14 Moss End Business Village
Crooklands
Milnthorpe
Cumbria
LA7 7NU
Tel: 015395 66800
Fax: 015395 66801

SOLICITORS:

M Burrow
Blackhurst Swainson & Goodier LLP
3 & 4 Aalborg Square
Lancaster
LA1 1GG

Tel: 01524 386500

J Pearson
Chattertons
5 South Street
Horncastle
LN9 6DS

Tel: 01507 522456

LOCATION:

The land is situated on the western side of the City of Lancaster adjacent to Aldcliffe Road. The land has vehicular access from both Aldcliffe Road and a track leading from Aldcliffe Road. Directions to the land are to take Aldcliffe Road from the southern end of the city centre after approximately 1 mile the property is located on the right hand side after the end of the housing. The land is accessed via a right of access from point A to B on plan 1.

DESCRIPTION:

The property is presently occupied as agricultural land but being situated on the fringe of the city has potential for future development (subject to relevant permissions). Comprising two blocks lying either side of the track, the land provides excellent meadow and pastureland ideal for agricultural or equestrian use.

With extended roadside access to Aldcliffe Road and separate access along the track, the land would readily split into smaller parcels if required.

The property is currently included in the Lancaster City Development Plan and is identified in the emerging Local Development Framework as assessed and not included within the trajectory.

The selling agents are of the opinion that the land offers purchasers long term development potential.

SALE OF LAND

The land offered for sale is presently held by two separate vendors on separate title and therefore the land although being sold as one lot will be sold on two separate contracts. Plan 2 attached shows the approximate split of the land with the larger portion extending to approximately 81% of the area, edged red on plan 2, and the smaller portion extending to approximately 19% of the area, edged blue on plan 2. Therefore the purchase price of the land will be split pro rata with 81% of the price tendered being allocated to the larger portion and 19% being allocated to the smaller portion. All figures tendered should be for the whole and not split.

ENTITLEMENTS:

Single Farm Payment Entitlements are not included in the sale. The 2011 payment will be claimed and retained in full by the vendors. The purchasers will be required to comply with management and cross compliance requirements of the scheme and indemnify the 2011 claimant for any costs incurred or losses suffered as a result of the purchasers failure to do so,

OVERAGE:

There will be an overage (clawback) clause included in the sales contract and transfer reserving to the vendors 50% of any increase in value attributable to the grant of planning permission within 50 years of the completion of this sale. Furthermore, the vendors reserve the right for themselves or their successors to submit an application for planning permission for development of all or any part of the site within the 50 year period and the purchasers and their successors in title will covenant not to object to any such application. The overage charge will payable within six months of the granting of such permission. The purchaser or their successors will not be permitted to place a restrictive covenant on the land to preclude or limit development of the land within the 50 year period.

METHOD OF SALE:

The sale is by formal tender closing at 2.00 pm on Monday 5th September 2011.

Tender packs are available from the offices of the vendors solicitors Blackhurst Swainson & Goodier, 3 & 4 Aalborg Square, Lancaster, LA1 1GG, price £10. They should be returned to the offices of Richard Turner & Son, 14 Moss End Business Village, Crooklands Milnthorpe, Cumbria, LA7 7NU no later than 2pm Monday 5th September 2011. Any envelope containing a completed tender form should be marked Aldcliffe Tender in the top left hand corner. All tenders should be for fixed amount in pounds sterling and escalating or conditional tenders will not be considered. Please read the conditions of the tender in the tender documentation carefully and follow the instructions indicated therein. Please note that as the sale will be on two contracts from two separate vendors that two separate deposit cheques will be required. The first in respect of the larger portion of land should be for 8.1% of the tender price and should be made

payable to Blackhurst, Swainson, Goodier LLP. The second cheque which should be for 1.9% of the tender price should be payable to Chattertons.

Fax or email copies of tender documentation will not be accepted and if hand delivery is preferred please contact the selling agents to make an appointment. Their office is situated close to Junction 36 of the M6 and car parking is available at the office.

COMPLETION

Four weeks after acceptance of tender.

TENURE:

Freehold with vacant possession.

VIEWING:

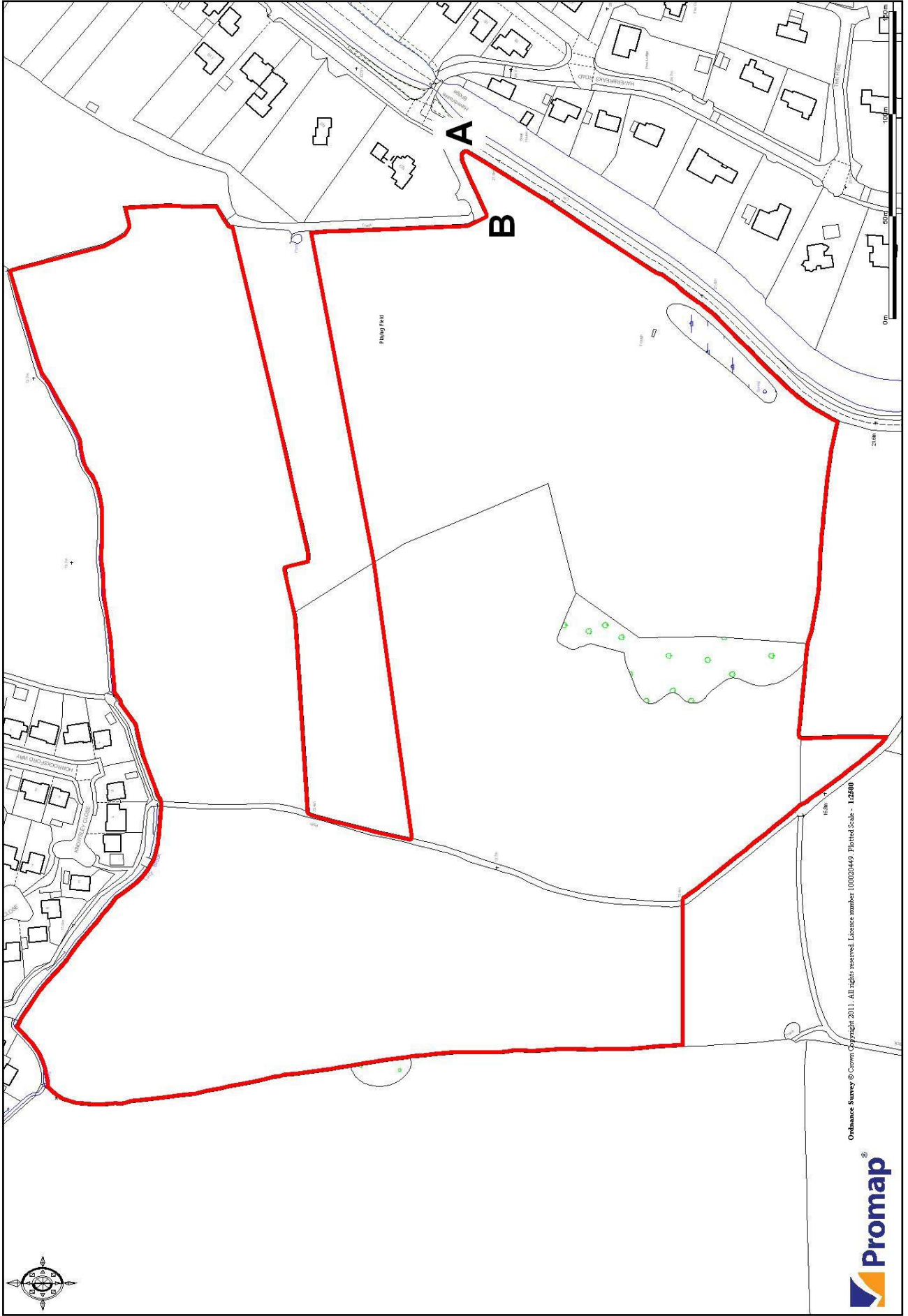
At any daylight time with a set of these particulars to hand.

SCHEDULE

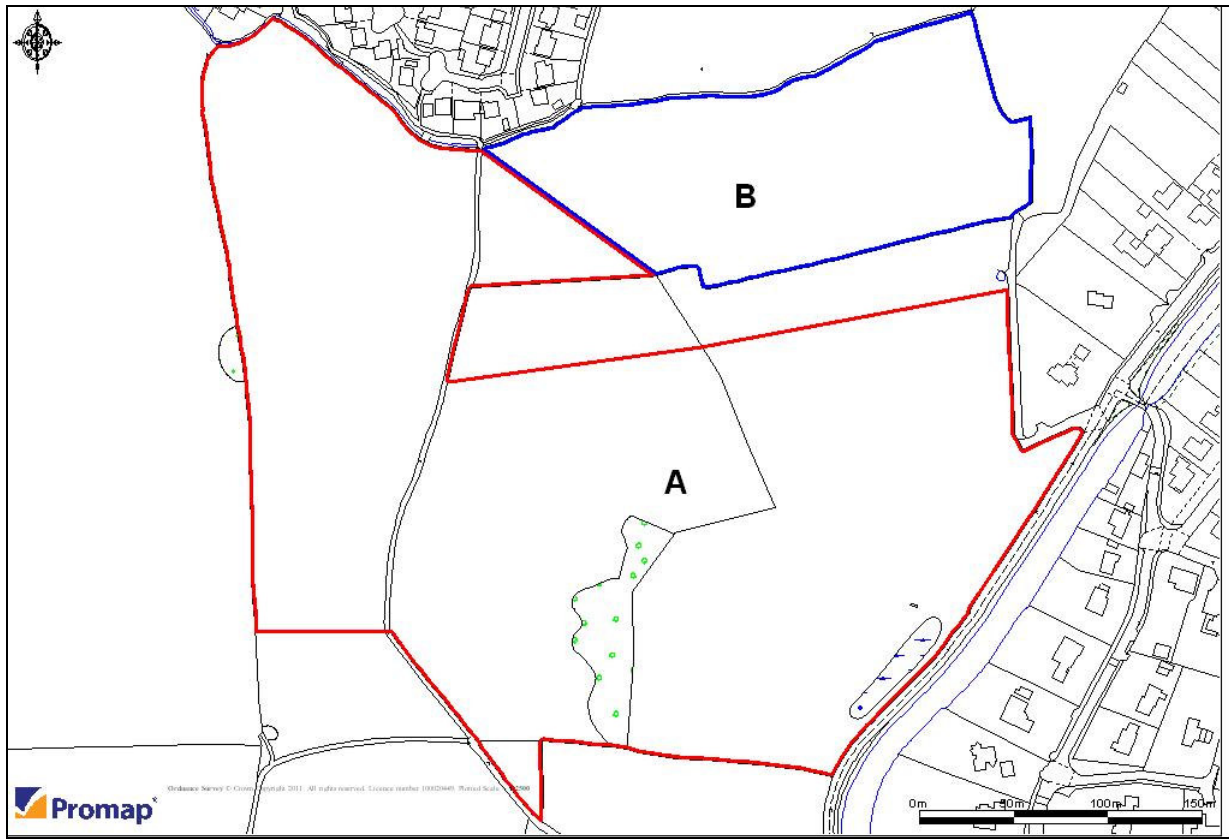
	<u>O.S. No.</u>	<u>Area (Acres)</u>	<u>Area (Ha)</u>
	6577 }		
	7175 }	7.90	3.20
	6762 }		
PLOT A (edged red on plan 2)	7860 }		
	8254 }		
	9155 }		
	0262 }	17.79 est	7.19 est
	9770 }		
	8956 }		
	8879pt }		
	7366	0.15	0.06
PLOT B (edged blue on plan 2)	8879 pt }		
	0280 }	5.9	2.39
	TOTAL	31.74est	12.84 est



PLAN 1 - LAND FOR SALE



PLAN 2 - SPLIT OF LAND



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.

GENERAL REMARKS AND STIPULATIONS

LOCAL & SERVICE AUTHORITIES:

Lancashire County Council. Tel: 01772 221600

Lancaster City Council. Tel: 01524 582000

United Utilities Water, Haweswater Hse, Lingley Mere Business Park, Lingley Green Ave, Great Sankey, Warrington. Tel (01925) 23700.

Electricity North West – Parkside Road, Kendal. Tel (01539) 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 Agents 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 Agents. 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 or earlier by arrangement.

SPORTING AND MINERALS:

The sporting rights and minerals rights 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.

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.

MILK QUOTA:

No milk quota has been apportioned to the land and none will be transferred to the purchaser who will agree to the apportionment and will not attempt to register any interest in the quota attached to other land occupied by the vendor. If, notwithstanding the above, any milk quota is transferred from the vendor to the purchaser, the purchaser will pay to the vendor such sum as represents the full market value of such quota at the date of transfer together with such sum as represents any loss whether direct or indirectly suffered by the vendor as a result of such transfer including inter alia the cost of acquisition of any equivalent amount of replacement quota.

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(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.

