

**LAND AT IVAH, LOWGILL, NR BENTHAM, LANCASTER
35.62 ACRES (14.41 HA) OR THEREABOUTS**



FOR SALE BY PUBLIC AUCTION

(Subject to Conditions and Unless Sold Previously*)

ON TUESDAY, 31st OCTOBER 2017 AT 7.30 pm

IN THE BENTHAM GOLF CLUB

Selling Agents/Auctioneers:

Richard Turner & Son
14 Moss End Business Village
Crooklands, LA7 7NU

Tel: 015395 66800

Email: kendal@rtturner.co.uk

Solicitors:

Oglethorpe Sturton & Gillibrand
16 Castle Park, Lancaster
LA1 1YG

Tel: 01524 846846

** Note: If you are intending to attend an auction sale or have a definite interest in any auction properties, please ring the appropriate office to register your interest so we can inform you of any developments/amendments prior to auction or if the auction has to be postponed/cancelled.*

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

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E: bentham@rtturner.co.uk

VAT Reg. No. 636 2413 54

14 Moss End, Crooklands,
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T: 015395 66800

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MONEY LAUNDERING REGULATIONS:

Money Laundering Regulations under 'The Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017' (SI 2017/692), brought into effect in June 2017, require us to undertake checks on prospective purchasers prior to any bid being accepted. Any prospective purchaser should therefore provide us with photographic identification (passport or driving license) and proof of address (utility or Council Tax bill) at our office before the sale or to the auctioneer prior to commencement of the sale.

VIEWING: At any daylight time, on foot only, with a set of particulars to hand. Please note that shoots will be taking place on the land on 7th and 21st October and prospective purchasers are recommended to view at other times.

LOCATION:

The land is located approximately one third of a mile south of Lowgill village, approximately 4 miles south of Bentham and 4 miles from the village of Wray. Proceed over the motorway and turn left at Sill Field Farm, follow the road round to the right and continue up the hill past the bungalow and along the track until you reach the land on the left hand side. The access is highlighted green on the plan.

DESCRIPTION:

The land (edged red on the sale plan) comprises valuable pasture and woodland extending to 35.62 acres (14.41 ha) or thereabouts benefitting from a natural water supply from the River Hindburn and roadside access.

There are 11.91 ha of ESDA Entitlements to purchase in addition to the land at a fixed purchase price of £1,800 (excl.VAT).

SCHEDULE:

RLR Field No.	DESCRIPTION	RLR Size (ac)	RLR Size (Ha)
SD6564 1801	Pasture	0.82	0.33
SD6564 1110	Pasture	12.43	5.03
SD6564 0133	Pasture	11.84	4.79
SD6464 8653	Meadow/Pasture	4.42	1.79
SD6464 9554	Woodland	3.34 est.	1.35 est.
SD6464 8150	River Hindburn	2.77 est.	1.12 est.
		35.61 est.	14.41 est.

BASIC PAYMENT

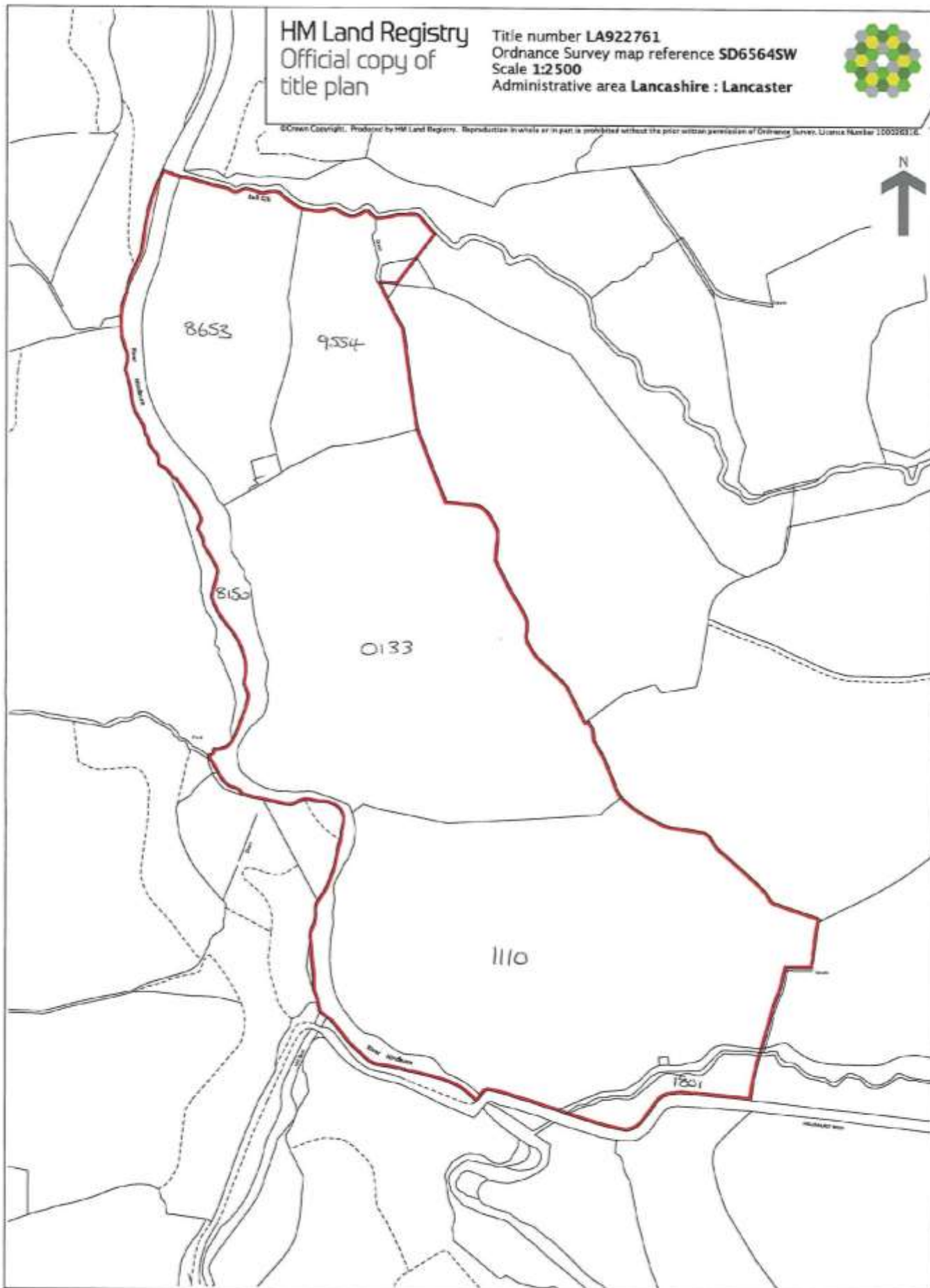
The land is registered on the Rural Land Register and is eligible for Basic Payment claims. The purchaser will be required to purchase the Basic Payment Entitlements as identified below in addition to the purchase price of the land. The vendor has claimed the 2017 payment and this will be retained by the Vendor in full. The purchasers will be required to comply with the Cross Compliance regulations for 2017 and indemnify the vendor for any claims, costs, losses or penalties as a result of the purchasers failing to fulfil the Cross Compliance requirements.

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

SPORTING AND MINERALS: The sporting and fishing rights are excluded from the sale. Mineral rights are included in the sale

TIMBER AND WOOD: All growing timber and fallen timber are included in the sale.

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



GENERAL REMARKS AND STIPULATIONS

LOCAL SERVICE AUTHORITIES:

United Utilities Water, Haweswater Hse, Lingley Mere Business Park, 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 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.

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 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.

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.

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.

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(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.

EXCHANGE OF CONTRACTS AND COMPLETION: The Buyer will be required to pay a deposit amounting to 10% of the purchase price on the fall of the hammer. It is anticipated that completion will take place within four weeks of exchange of contracts.

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