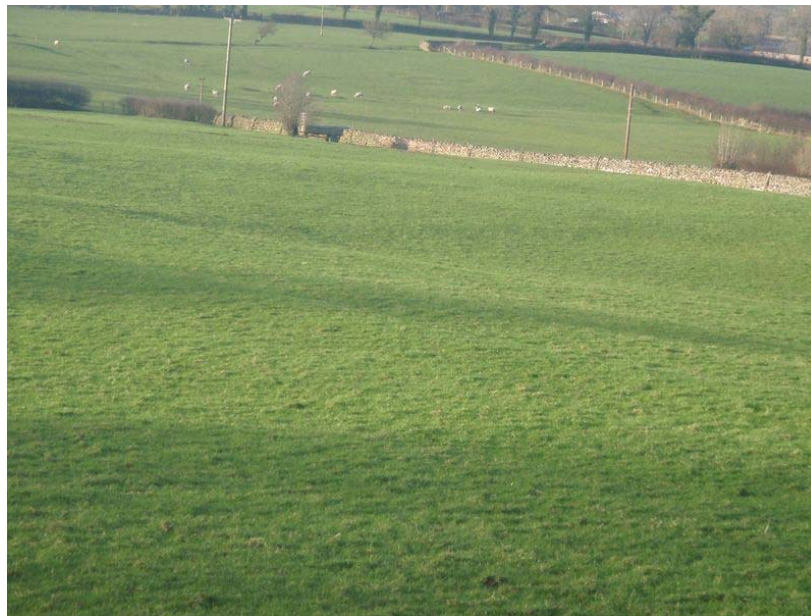


PL422

By Direction of the Executors of Mr David Towler Deceased

**43.51 Acres Accommodation Land
Being Part of Kirksteads Farm
Tatterthorn Road, Ingleton,
Carnforth, Lancashire
LA6 3DU**



LOT 1

For Sale By Public Auction In 2 Lots
(subject to conditions and unless sold previously)
On Monday 20th February 2012 At 7.30pm
In The Royal Oak Saleroom, High Bentham

Auctioneers:

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

Solicitors:

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

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

Viewing: The land may be viewed during any reasonable daylight hour upon production of these descriptive sales particulars.

Location: The land is situated on Tatterthorn Road between Ingleton and Bentham.

Tenure & Possession: The land is freehold with vacant possession upon completion.

Single Farm Payment: There are no Single Farm Payment Entitlements attached to this land.

Lot 1: (edged blue on the attached plan)

8.95 Acres of fertile meadowland with roadside access and natural water supply.

Schedule:

O.S. No	Hectares	Acres
SD 6871 7464	3.620 Ha	8.95 Acres or thereabouts

Lot 2: (edged red on the attached plan)

34.56 Acres of productive meadow and pastureland with the benefit of road frontage and natural water supply.

Schedule:

O.S. No	Hectares	Acres
SD 6872 8700	2.59 Ha	6.40 Acres
SD 6971 0005	4.81 Ha	11.88 Acres
SD 6971 1800	1.34 Ha	3.31 Acres
SD 6972 0830	1.48 Ha	3.65 Acres
SD 6972 1826	1.61 Ha	3.97 Acres
SD 6972 1612	<u>2.17 Ha</u>	<u>5.35 Acres</u>
	14.00 Hectares	34.56 Acres or thereabouts



LOT 2



LOT 2

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.

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.

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.

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.

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.

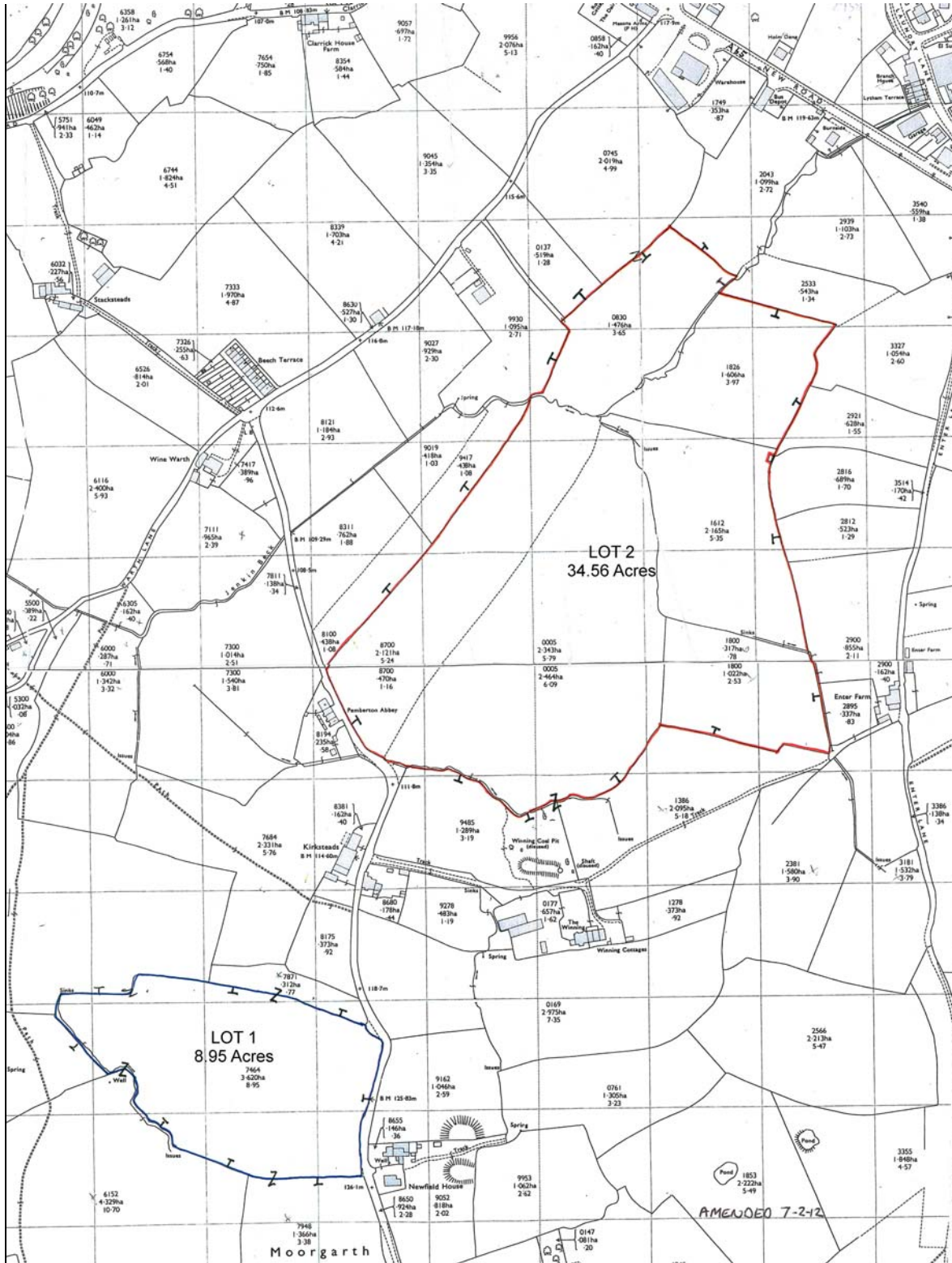
CONDITIONS OF SALE:

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 who shall effect their own insurances accordingly.

Boundary Plan



Reproduced from the Ordnance Survey Plan with the permission of the Controller of H.M. Stationery Office.
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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.