

Blackburn – 3 miles

Great Harwood – 3 miles

## **Pastureland at Higher Side Beet Farm Rishton Blackburn BB1 4AT**

**About 58.99 Acres**

Two blocks of sound pastureland either side of the access road to Higher Side Beet Farm north of the railway bridge. The land has good access from Blackburn Road, Rishton via Side Beet Lane. The land is freehold with the benefit of vacant possession and is offered for sale in two lots as follows.

Lot 1 (edged red) 24.69 acres  
Lot 2 (edged blue) 34.30 acres

This land will be offered for sale by auction subject to conditions and unless sold previously in the Festival Hall, Gisburn, Near Clitheroe at 2.30pm on Tuesday 11 October 2016.

**Viewing:** The land may be viewed at anytime in daylight hours.

**Auctioneers:** **Richard Turner & Son**, Old Sawley Grange,  
Sawley, Clitheroe BB7 4LH  
Tel: 01200 441351 Fax: 01200 441666

**Solicitors:** **Steele & Son**, Castlegate, Clitheroe, Lancs., BB7 1AZ  
Tel: 01200 444321 Fax: 01254 4254

## GENERAL REMARKS AND STIPULATIONS

### Situation.

The land has access from Blackburn Road, Rishton via Side Beet Lane.

### Local and Service Authorities.

Hyndburn Borough Council, Scaitcliffe House, Ormerod Street, Accrington, BB5 0PF

Tel: 01254 388111

Lancashire County Council, PO Box 78, County Hall, Fishergate, Preston PR1 8XJ.

Tel: 0845 0530000

United Utilities (water supply) Tel: 0845 7462200

United Utilities (electricity supply) Tel: 0800 1951452

### Viewing

The land can be viewed at any time in daylight hours.

### 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. Any intending Purchaser should satisfy himself as to their correctness. The Vendor does not make nor give and neither Richard Turner and Son nor any person in their employment has any authority to make or give any warranty to the Land and Property.

### Sale Particulars and Plans

The Plan and Quantities are based upon the latest available edition of the Ordnance Survey as revised by the Auctioneers. Such Plans 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.

### Walls Hedges and Fences

The Purchaser of the property will be required to maintain in stockproof condition the walls, hedges and fences marked with a "T" on the side of the wall, hedge or fence to which it belongs. Where there is no wall, hedge or fence built or existing, or where the existing wall, hedge or fence is not in reasonable repair, then the Purchaser with a "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.

### Tenure and Possession

The Land is Freehold and Vacant Possession will be given on Completion.

### Town Planning and Local Land Charges

So far as the Vendor is aware the present use of the land 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.

Each Lot is sold subject to all Local and Land Charges and any requirements enforceable by any Local or other Public Authority, and subject to 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, indemnity 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 through, over or under any part, together with all necessary rights of access for maintenance, renewal and repair of any apparatus or construction in connection with such rights.

### Overhead Electricity and Telephone Lines and Underground Cables.

The Purchaser of the each Lot shall take it subject to such wayleaves as effects the same and where applicable wayleave rents shall be apportioned by the Vendor to the various Lots. The Purchaser of the Lots affected by the wayleaves shall be responsible to notify the appropriate authority of their interest.

### Disputes

Should any dispute arise before or after the date fixed for Completion between the Purchasers or 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 should be referred to the arbitration of Richard Turner of Richard Turner and Son, whose decision shall be final and binding on the parties in dispute.

### Order of Sale

The Vendor reserves the right to sell the land as a whole or any Lot or part of it before the Auction, to alter the order of sale, to amalgamate or divide the Lots, or withdraw the whole or any Lot or Lots, without declaring the reserve price. It is, however, anticipated that the land will be offered in individual lots as catalogued.

### 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 Vendor's Solicitors during normal working hours for fourteen days prior to the date of the Auction Sale.

### Entitlements.

The land has been registered with the Rural Land Registry and has the benefit of Entitlements under the Defra Basic Payment Scheme. The entitlements will be transferred in good time to allow the new owner to activate a claim for the 2017 claim year with entitlements relative to 9.992 Ha for Lot 1 and relative to 13.881 Ha for Lot 2.

### Stewardship.

Entry Level Stewardship is in place. Purchasers will abide with the conditions of the scheme for the duration ending May 2017.

#### 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.







