

**LAND AT TREALES, NR KIRKHAM, PRESTON  
69.09 ACRES (27.96 HA) OR THEREABOUTS**



**A exceptional opportunity to purchase up to 69.09 acres productive arable/meadow land available in two lots, both with excellent roadside access and a mains water supply**

**FOR SALE BY INFORMAL TENDER**

**TENDERS CLOSE – TUESDAY 10<sup>TH</sup> APRIL 2.00PM**

**Selling Agents/Auctioneers:**

Richard Turner & Son  
14 Moss End Business Village  
Crooklands, LA7 7NU  
Tel: 015395 66800  
Email: [htowers@rtturner.co.uk](mailto:htowers@rtturner.co.uk)

**Solicitors:**

Rupert Hale  
Roland, Robinson & Fenton  
4 Church Road, Lytham, FY8 5LH  
Tel: 01253 734253

**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. The successful bidder/prospective purchaser will be required by us to complete an Identification Verification Questionnaire form (which will incorporate prescribed information (identification documentation etc) already given in the instance of purchase by auction) and a search via Experian to verify information provided (however please note the Experian search will NOT involve a credit search.)*

**VIEWING:** At any daylight hour, on foot only, with a set of particulars to hand

**LOCATION:**

The land is shown on the location plan attached hereto. The nearest postcode is PR4 3XH.

**DESCRIPTION:**

The land comprises 69.09 acres (27.96 ha) productive meadowland which is available in two lots.

**LOT 1**  
**40.06 Acres (16.21 Ha)**

Lot 1 comprises two enclosures, with access from both Moorside and the road adjacent to Treales C of E primary school. The land is extremely productive, and although currently down to grass, would grow an arable crop. The property is well fenced and has a mains water supply.

There are 16.21 ha of Non-SDA Entitlements to purchase in addition to the land at a fixed purchase price of £2,400 (excl.VAT).

**SCHEDULE:**

<b>RLR Field No.</b>	<b>DESCRIPTION</b>	<b>RLR Size (ac)</b>	<b>RLR Size (Ha)</b>
Pt SD4334 9171	Meadow	27.99 est.	11.33est.
SD4434 3174	Meadow	12.07	4.88
		<b>40.06 est.</b>	<b>16.21 est.</b>



**LOT 2**  
**29.03 Acres (11.75 Ha)**

Lot 2 comprises one enclosure, with access from both Moorside and Cross Lane. The land is extremely productive, and although currently down to grass, would grow an arable crop. The property is well fenced and has a mains water supply.

There are 11.71 ha of Non-SDA Entitlements to purchase in addition to the land at a fixed purchase price of £1,750 (excl.VAT).

**SCHEDULE:**

<b>RLR Field No.</b>	<b>DESCRIPTION</b>	<b>RLR Size (ac)</b>	<b>RLR Size (Ha)</b>
SD4334 8442	Meadow	29.03	11.75
		<b>29.03</b>	<b>11.75</b>



**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 above in addition to the purchase price of the land. The vendor will claim the 2018 payment (unless completion is prior to the 15<sup>th</sup> May 2018) and this will be retained by the Vendor in full. The purchasers will be required to comply with the Cross Compliance regulations for 2018 and indemnify the vendor for any claims, costs, losses or penalties as a result of the purchasers failing to fulfil the Cross Compliance requirements.

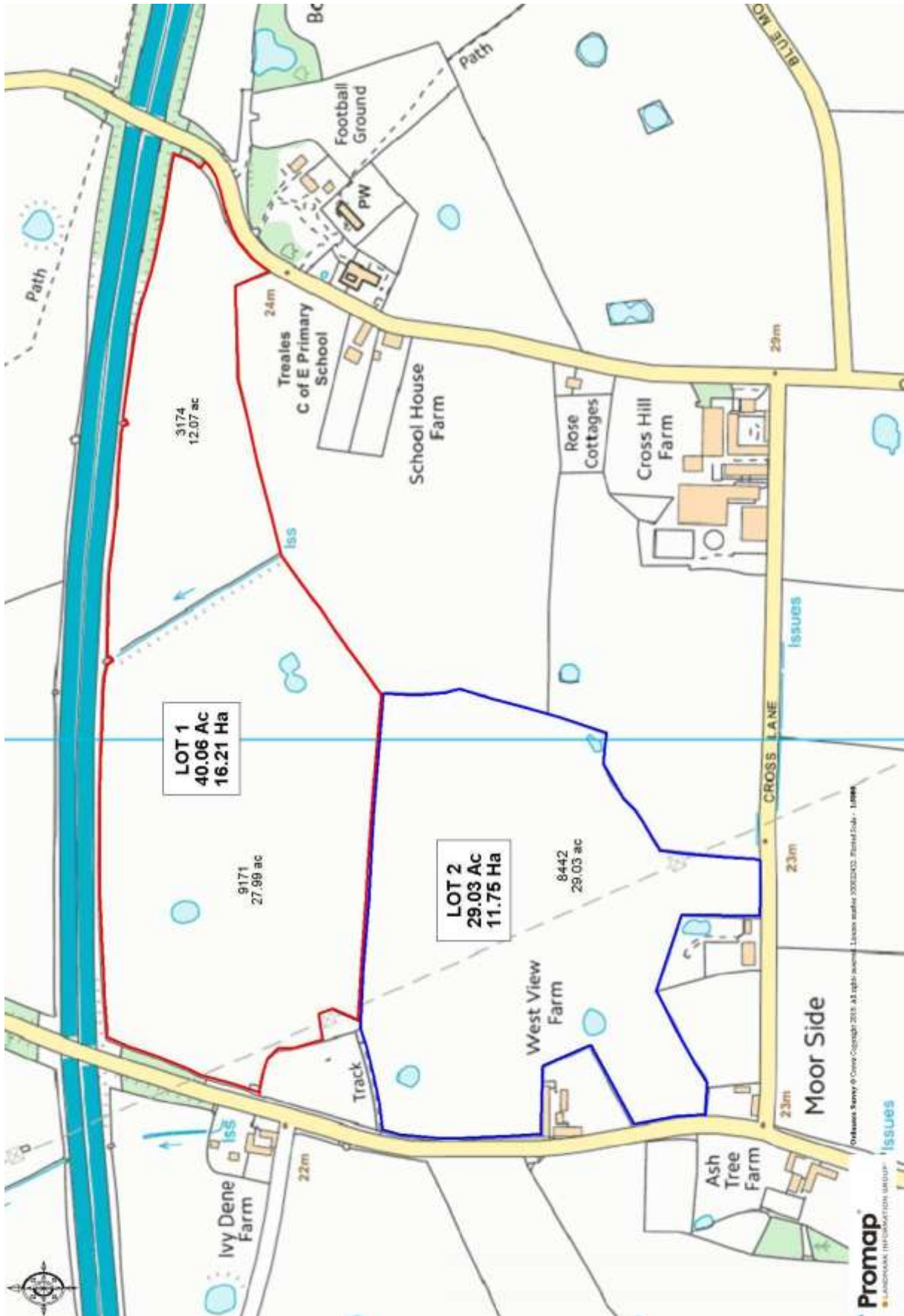
**TENURE AND POSSESSION:** The land is freehold and vacant possession will be given on completion.

**TENDERS**

Please submit your tender, on the enclosed tender form, together with the 'Identification Verification Questionnaire Form' to the offices of Richard Turner and Son, 14 Moss End Business Village, Crooklands, LA7 7NU by 2.00 pm on Tuesday, 10<sup>th</sup> April 2018. Please note conditional or escalating tenders cannot be accepted. Any envelope containing a completed tender form should be marked "**69.09 Acres Treales Tender**" in the top left hand corner. Please read the conditions of the tender in the tender documentation carefully and follow the instructions indicated therein. 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. The office is situated close to Junction 36 of the M6 and car parking is available at the office.



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





# LOCATION PLAN



## GENERAL REMARKS AND STIPULATIONS

### **LOCAL SERVICE AUTHORITIES:**

Fylde Borough Council, The Town Hall, St Annes Road West, St Annes, FY8 1LW  
Lancashire County Council, County Hall, Preston – 01772 254868  
United Utilities Water, Hartington Road, Preston – 01772 251281

**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.

**SPORTING AND MINERALS:** The sporting and mineral rights are included in the sale

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

**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



**INFORMAL TENDER FORM (Subject To Contract)**  
**For The Sale Of Circa 69.09 Acres Meadowland,**  
**At Treales, Nr Kirkham, Preston**

All tenders to be received at the office of Richard Turner & Son, 14 Moss End Business Village, Crooklands, LA7 7NU on or before 2 pm on Tuesday 10<sup>th</sup> April 2018 in a sealed envelope marked in the top left hand corner with reference: **“69.09 Acres Treales Tender”**.

**FROM:**

**Name:** .....

**Address:** .....  
.....  
.....  
.....

**Telephone:**      **Home:** .....                      **Business:** .....  
                         **Mobile:** .....                      **Fax:** .....

**E-Mail:** .....

**SOLICITORS:** .....

**Contact:** .....  
**Company:** .....  
**Address:** .....  
**Telephone:** .....

**PRICE OFFERED:**

**LOT 1:** £ .....(amount in words) .....

**LOT 2:** £ .....(amount in words) .....

**LOTS 1& 2:** £ .....(amount in words) .....

**Signed:** ..... **Date:** .....

<b>Is this an unconditional cash offer?</b>	<b>Yes/No</b>
<b>Is your offer subject to any finance arrangements? (if yes, please enclose details)</b>	<b>Yes/No</b>
<b>Is your offer subject to the sale of another property?</b>	<b>Yes/No</b>

**Please Note:**

1. Offers should be made on this form only; **any offers sent by fax or e-mail will NOT be considered.**
2. Please understand that although it is likely that the highest offer will be accepted, the vendors do reserve the right not to accept the highest offer or indeed any offer made.
3. The vendors are seeking to exchange contracts within fourteen working days after the successful bidder's solicitor receives contract documentation from the vendors solicitors (with completion by mutual agreement thereafter).
4. Purchasers should be aware that a 10% deposit will be payable upon exchange of contracts.
5. Should the successful bidder not perform in accordance with the agreed time scales we reserve the right to deal elsewhere.
6. It is anticipated that the successful bidder will be notified by telephone on Friday 17<sup>th</sup> November 2017. Letters will be sent out to the unsuccessful bidders on the same day.

***Please Note: In order for selling agents to comply with HM Revenue and Customs (HMRC) Anti-Money Laundering regulations all prospective purchasers will need to complete an Identification Verification Questionnaire form which will include provision of prescribed information (identity documentation etc.) and this must be returned with the tender submission. Please Note: we will need to conduct a search via "Experian" to verify information provided however the Experian search will NOT involve a credit search.***