

RBP02130 / PL536

DRAFT

By Direction of Mrs S A Mitchell

**7.79 Acres or thereabouts of
Meadow land known as
Little Ashes Land, Staveley**



For Sale By Public Auction
(subject to conditions and unless sold previously)
On Wednesday 20th June 2018 at 7.30pm
In the Institute Room, Staveley Village Hall

Selling Agents:

Richard Turner & Son
Royal Oak Chambers
Main Street
Bentham
Lancaster
LA2 7HF
Tel: 015242 61444

Solicitors:

Mr Ian S Cowan
McGarry & Co Solicitors
54 Main Street
Sedbergh
Cumbria
LA10 5AB
Tel: 015396 22340

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

Situation:

The land is situated just off the A591 Staveley bypass being equidistant from Windermere and Kendal.

The Land:

7.79 acres of meadow and pasture land having a natural water supply. Please note that there is a right of access for agricultural purposes along Little Ashes Lane.

Basic Payment:

The land has been registered with the Rural Payment Agency and the vendor will transfer the entitlements for the 2019 claim.

Tenure:

Freehold with vacant possession on completion

Schedule:

<u>OS No.</u>	<u>Description</u>	<u>Acres</u>
Pt 4824	Meadow land	2.84
Pt 5242	Pasture/Meadow land	0.396
Pt 3444	Meadow land	3.35
		<u>7.79</u> acres or thereabouts



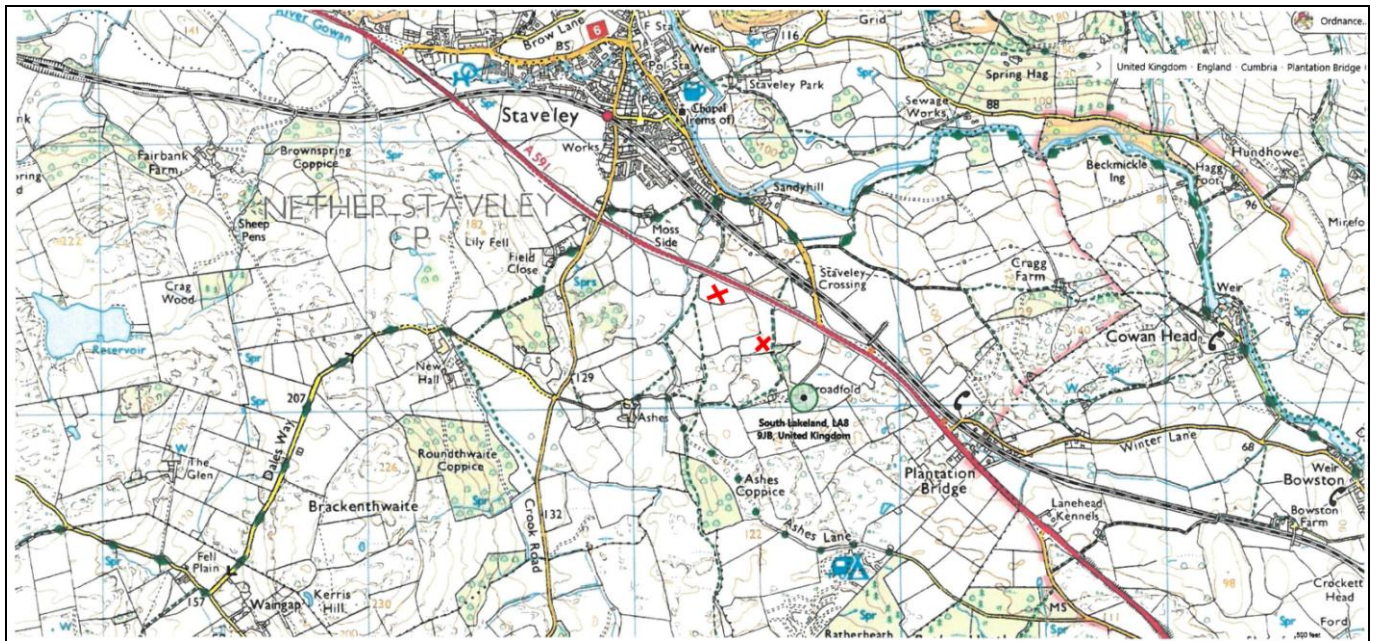
MONEY LAUNDERING REGULATIONS:

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.

We are now required to undertake due diligence checks on intending bidders/prospective purchasers prior to any bid being accepted. Any intending bidders/prospective purchasers should therefore provide us with photographic identification (a current passport or driving license) and proof of address (utility bill no older than 3 months or current Council Tax bill) at our office before the sale or to the auctioneer prior to commencement of the sale.”

*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.**)*

Location Plan



Boundary Plan



***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.**

GENERAL REMARKS AND STIPULATIONS

VIEWING:

The land may be viewed during any reasonable daylight hour upon the production of a set of these particulars.

LOCAL AND SERVICE AUTHORITIES:

South Lakeland District Council, Lowther Street, Kendal. Tel: 01539 733 333.

Cumbria County Council, The Courts, Carlisle. Tel: 01228 606 060.

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.

United Utilities: Water. Tel: 0845 746 2255.

“RPA” Rural Payments Agency, Eden Bridge House, Lowther Street, Carlisle. Tel: 01228 523 400.

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.

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.

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.

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.

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.