

PL535 / RPB02123

By Direction of A & J Burns & D & C Burns

Circa 9.19 Acres (3.72Ha) Pasture Land Ravensclose Brow Wennington Nr Lancaster LA2 8PA



For Sale By Public Auction

(subject to conditions and unless sold previously)

Date To Be Confirmed

In The Royal Oak Saleroom, Main Street, High Bentham, LA2 7HF

Guide Price: Over £40,000

Having vehicular access off Ravensclose Road through the south westerly end of Lower Ravensclose Wood and comprising 9.19 acres or thereabouts of accommodation pasture land with a natural water course and being sheltered to the North, South and East by mature woodland.

High / Low Bentham. 2 miles, Lancaster and The M6 – 14 miles approx.

Auctioneers:

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

Solicitors:

Oglethorpe, Sturton & Gillibrand Solicitors
17 Main Street
Kirkby Lonsdale
Carnforth
Lancashire
LA6 2AQ
Tel: 015242 71388.

Old Sawley Grange, Gisburn Road
Sawley, CLITHEROE BB7 4LH
T: 01200 441351
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E: sawley@rtturner.co.uk

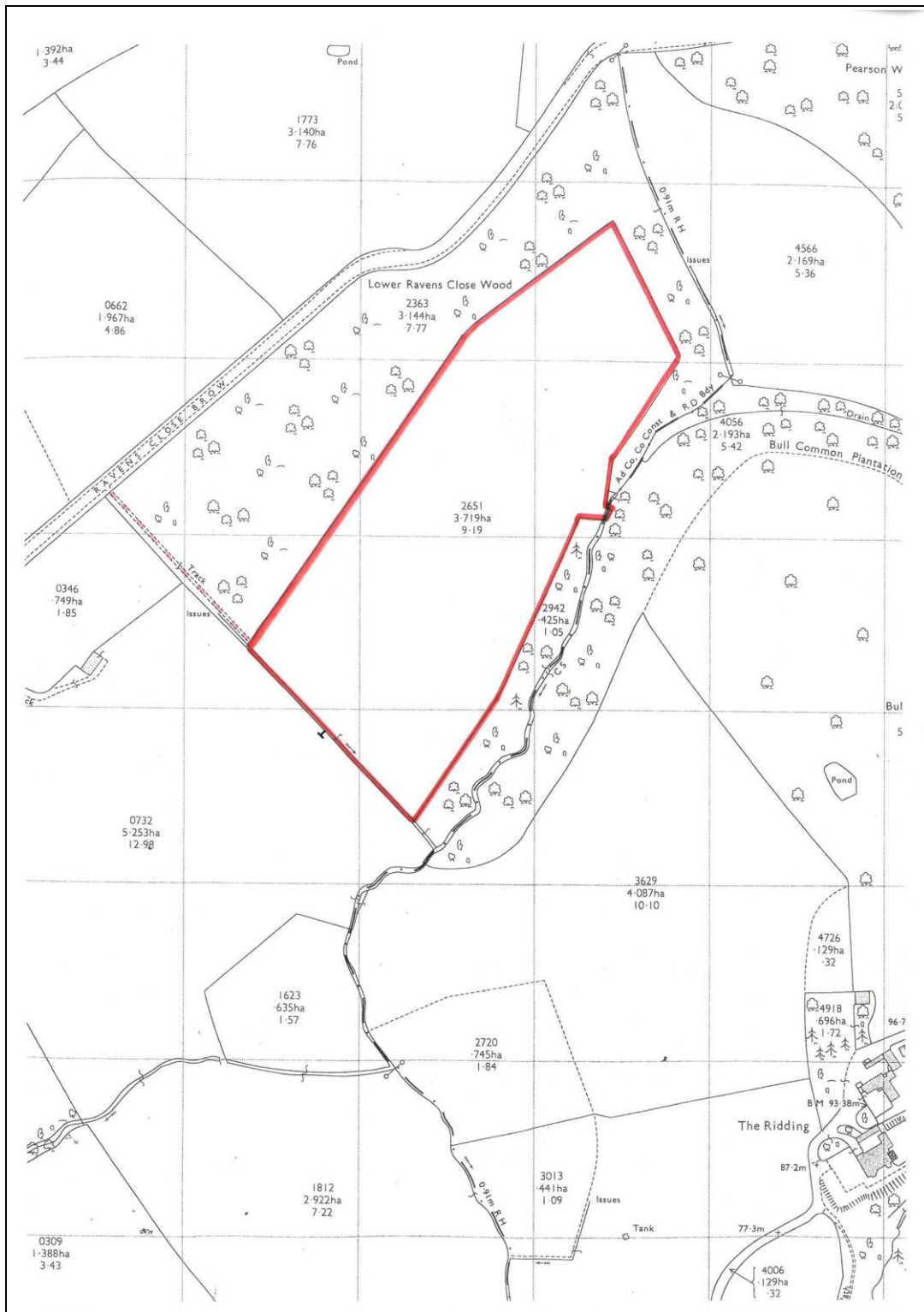
Royal Oak Chambers, Main Street
BENTHAM LA2 7HF
T: 015242 61444
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E: bentham@rtturner.co.uk

14 Moss End, Crooklands,
MILNTHORPE LA7 7NU
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VAT Reg. No. 636 2413 54



Boundary Plan



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.

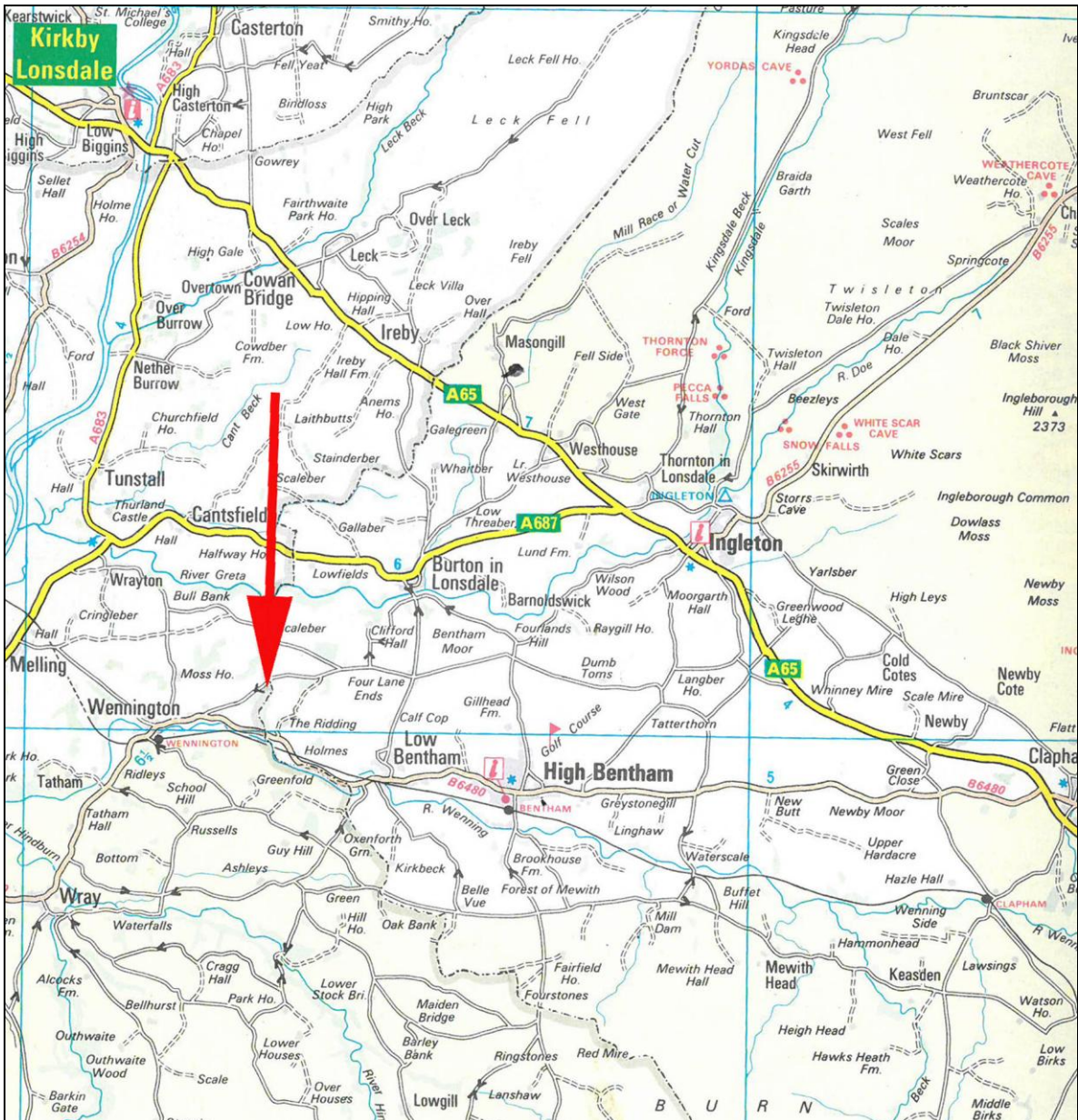
We are now obliged to ask all intending bidders to register with us and complete an Identification Verification Questionnaire form which will include provision of prescribed information (identity documentation etc.) and a search via Experian to verify information provided (however please note the Experian search will NOT involve a credit search.)

*Any prospective bidder should therefore provide us with photographic identification (passport or driving license) and proof of address (utility or Council Tax bill) at our office 3 days **before the sale** or to the auctioneer **prior to commencement of the sale.***

An Identification Verification form is included with these particulars. Please ring us for further clarification or to see if any previously registered details with us are still correct.



Location Plan



GENERAL REMARKS AND STIPULATIONS

VIEWING:

At leisure, during any daylight hour accompanied by a set of these descriptive sales particulars.

LOCAL AND SERVICE AUTHORITIES:

Lancashire County Council, County Hall, Preston. Tel: 0845 053 0000.

Lancaster City Council, Palatine Hall, Dalton Square, Lancaster. Tel: 01524 582 000.

United Utilities: Electricity and 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.

TENURE AND POSSESSION:

The land is freehold and vacant possession will be given upon termination of an annual grazing licence running April 2018 to March 2019, or earlier by mutual agreement.

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.

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 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 land 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.

BASIC PAYMENT SCHEME:

The vendor has not registered this land for the "Basic Payment Scheme".

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.