

**LAND AT CROOK, NR KENDAL  
18.08 ACRES (7.32 HA) OR THEREABOUTS  
PASTURE AND WOODLAND**



**FOR SALE BY PRIVATE TREATY**

**An exceptional opportunity to purchase a sound block of 13.85 acres pasture together with 4.23 acres woodland/wooded pasture. The land has excellent access from the Crook to Blackmoss road and would be ideal for Agriculture, Equestrian or Amenity Uses (Subject to Granting of Appropriate Permissions).**

**Selling Agents:**

Richard Turner & Son  
14 Moss End Business Village  
Crooklands, LA7 7NU

**Tel:** 015395 66800

**Fax:** 015395 66801

**Email:** [htowers@rurner.co.uk](mailto:htowers@rurner.co.uk)

**LOCATION:**

The Land is located off the Crook to Blackmoss road, with good access to the B5284 at Crook, and is identified in red on the location plan attached. The nearest postcode is LA8 9HT.

**VIEWING:** At any daylight hour with a set of these particulars to hand.

**DESCRIPTION:**

The property comprises an excellent block of pastureland extending to 13.85 acres or thereabouts together with 4.23 acres attractive woodland/wooded pasture.

The pastureland is in good heart and the block of land benefits from roadside access. Water is via a natural supply.

There are Basic Payment entitlements for all eligible acres which must be purchased in addition to the land at a cost of £800 + VAT. The vendor will claim and retain the Basic Payment in 2018 and the purchaser must comply with the cross compliance rules for the 2018 scheme year.

**Schedule**

<b>Parcel Ref.</b>	<b>Area (acres)</b>	<b>Hectares (ha)</b>	<b>Description</b>
SD4596 6204	2.22	0.90	Pasture
SD4596 7108	2.84	1.15	Pasture
SD4596 7815	2.10	0.85	Pasture
SD4596 8210	1.90	0.77	Pasture
SD4595 7696	4.79	1.94	Pasture
SD4596 8903	4.23	1.71	Wooded Pasture
<b>TOTAL</b>	<b>18.08</b>	<b>7.32</b>	



*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.*









## GENERAL REMARKS AND STIPULATIONS

### **LOCAL SERVICE AUTHORITIES:**

United Utilities Water, Haweswater Hse, Lingley Mere Business Park, Great Sankey, Warrington. Tel (01925) 23700  
Electricity North West, Parkside Road, Kendal, Tel (1539) 721301

### **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.

### **TENURE AND POSSESSION:**

The land is freehold and vacant possession will be given on completion.

**SPORTING AND MINERALS:** The sporting rights are included in the sale. Minerals rights are excluded.

**FIXTURES AND FITTINGS:** All fixtures and fittings are excluded from the sale, unless they are expressly stated as being included.

**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 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.

### **MILK QUOTA:**

No milk quota has been apportioned to the land and non will be transferred to the purchaser who will agree to the apportionment and will not attempt to register any interest in the quota attached to other land occupied by the vendor. If, notwithstanding the above, any milk quota is transferred from the vendor to the purchaser, the purchaser will pay to the vendor such sum as represents the full market value of such quota at the date of transfer together with such sum as represents any loss whether direct or indirectly suffered by the vendor as a result of such transfer including inter alia the cost of acquisition of any equivalent amount of replacement quota.

### **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.

### **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

### **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