

**Broadfield Allotment, Cowgill, LA10 5TG**  
**Approx. 78.3 acres (31.68ha)**



**FOR SALE BY INFORMAL TENDER**  
**Tenders Close: 2pm Friday 16<sup>th</sup> December 2022**

**SOLE SELLING AGENTS - RICHARD TURNER & SON,**  
**14 MOSS END, CROOKLANDS, LA7 7NU.**

**TEL – 015395 66800      EMAIL – [kendal@rtturner.co.uk](mailto:kendal@rtturner.co.uk)      FAX – 015395 66801**

*Through whom all offers and negotiations should be conducted*

***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:***

*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 (**please note the Experian search will NOT involve a credit search.**)*

**VIEWING:**

Viewings to be at any daylight hour with a set of particulars to hand.

**LOCATION:**

The land is located behind Broadfield House on Broadfield Lane on the road between Dent and Cowgill, post code (LA10 5TG). What3Words for the start of the access track “Scarred.Collapsed.Strumming”.

**ACCESS**

The land is accessed via a right of access over an agricultural track that starts behind Broadfield House (shown bright green on the plan). The track is suitable for vehicular travel with a tractor or capable 4x4.

**ENTITLEMENTS:**

Basic payment entitlements as far as they are available will be included in the sale.

**WATER & SERVICES:**

The land benefits from a reliable natural water supply.



## **DESCRIPTION:**

The 78 acres of land is a useful block of upland grazing with other potential uses subject to appropriate permissions. The land offers excellent prospects for rewilding and woodland planting if managed correctly

There are currently no active environmental stewardships on the land but the land would also be very suited to most stewardship options.

### **Schedule**

<b><u>Description</u></b>	<b><u>Area (acres)</u></b>	<b><u>Area (Ha)</u></b>
SDA Moorland	78.3	31.68
<b>Total</b>	<b>78.3</b>	<b>31.68</b>



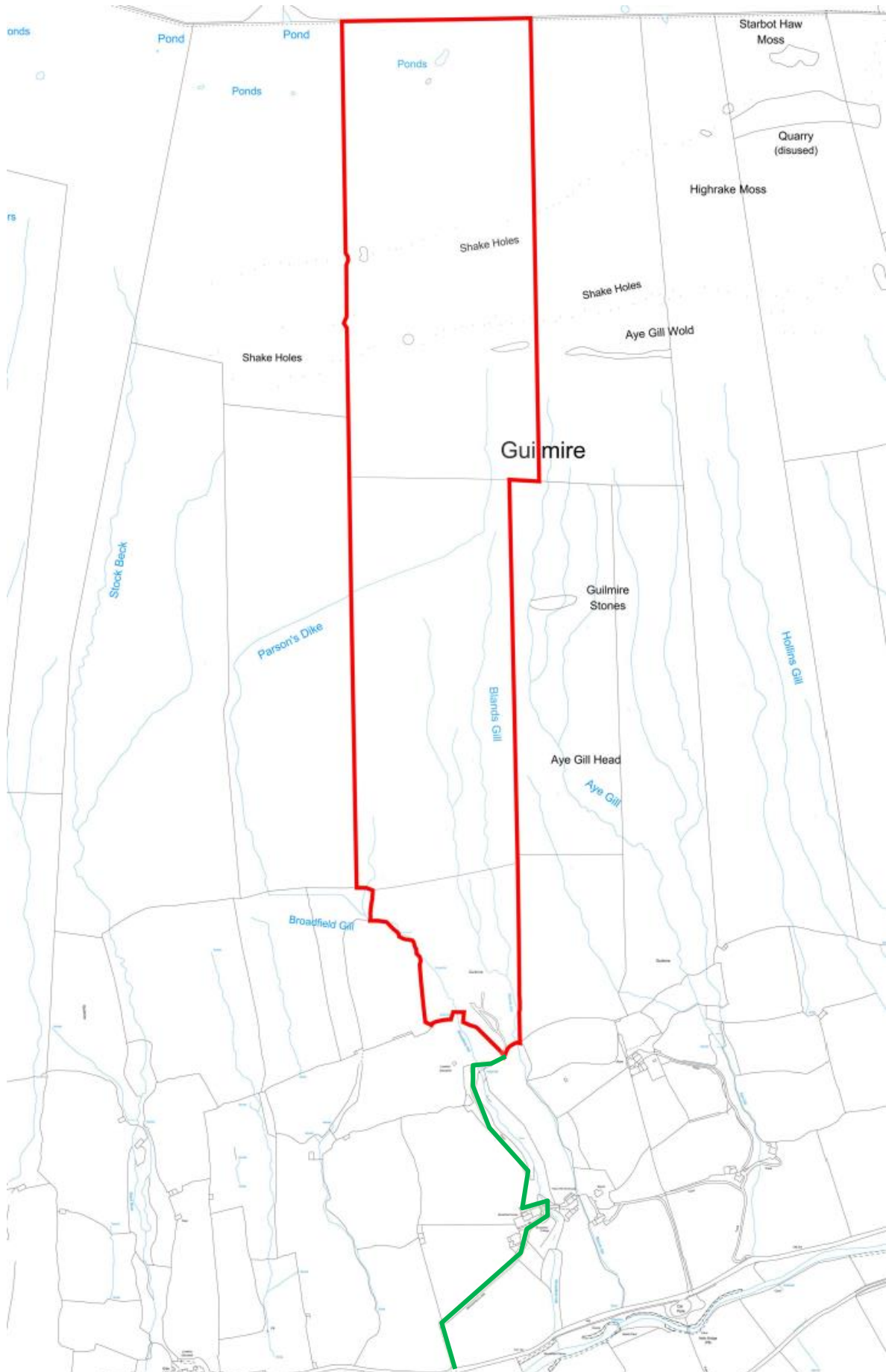
**TENURE AND POSSESSION:**

The property is freehold and is sold with vacant possession.

**LOCATION PLAN: (Land edged red, access Road coloured green)**



# SALE PLAN



Plans for illustration purposes only and are not to scale. Plans reproduced from the Ordnance Survey Plan with the permission of the Controller of H.M. Stationery Office. Licence No. 10004708

## **GENERAL REMARKS AND STIPULATIONS**

### **LOCAL SERVICE AUTHORITIES:**

**South Lakeland District Council:** South Lakeland House, Lowther St, Kendal LA9 4UF

**Yorkshire Dales National Park Authority:** Yoredale, Bainbridge, Leyburn, North Yorkshire DL8 3EL: Tel: 0300 456 0030

**Electricity North West:** Parkside Road, Kendal. Tel (01539) 721 301

**United Utilities Water PLC:** Haweswater House, Lingley Mere Business Park, Great Sankey, Warrington. Tel 0845 746 2255

### **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 and property is freehold and vacant possession will be given on completion, subject to the 3<sup>rd</sup> party grazing rights.

**SPORTING AND MINERAL RIGHTS:** The mineral rights and sporting rights are included in the sale in so far as they are owned.

**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.

### **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 installation and or 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.

### **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.

### **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.

### **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

**FORM OF TENDER  
SUBJECT TO CONTRACT  
Broadfield Allotment (78 acres).**

**Name(s)** .....

.....

**Address(s)**

.....

.....

.....

**Telephone:**.....

**Mobile:**.....

I/We tender the following offers for the purchase of the property as described in the attached particulars and subject to the conditions therein. If successful, I/We will sign a contract and pay the tendered price in full as soon as requested by the selling agents. The prices tendered are as follows:

£.....(.....) *In words.*

Is your offer subject to any additional conditions eg. planning ?

.....

.....

.....

**Solicitor's details:**

Name: .....

Address:

.....

.....

Phone number:

.....

**Method of funding:**

Cash/Deposit Amount

Mortgage Yes/No Amount

Sale of Property (Please give details and indicate if already on the market)

**Target exchange date:**

.....

**Target completion date:**

.....

Signed..... Date.....

**Conditions of Tender**

- 1) All tenders should be for a specified amount in pounds sterling
- 2) Please confirm the amount in words in the brackets
- 3) Escalating tenders will not be accepted
- 4) The owner reserves the right to refuse the highest or any tender
- 5) All tenders should be returned to Richard Turner & Sons, 14 Moss End, Crooklands, Milnthorpe LA7 7NU in an envelope marked **'Broadfield Allotment (78 acres)'** no later than **2.00pm Friday 16<sup>th</sup> December 2022.**