

**LAND AT NATLAND, KENDAL, LA9 7QS
5.98 ACRES (2.42 HA) OR THEREABOUTS**



**EXCELLENT MEADOW OR PASTURELAND
WITH MAINS WATER AND ROADSIDE ACCESS**

Rare opportunity to purchase a plot of meadow or pastureland on the outskirts of the village of Natland, which would be ideal for agriculture, equestrian or amenity uses (subject to any necessary planning consents).

FOR SALE BY INFORMAL TENDER

(Subject to Conditions & Unless Sold Previously)

TENDERS CLOSE ON TUESDAY 27TH APRIL 2021 AT 2PM

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

TEL – 015395 66800 EMAIL – 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:

Highly recommended and at any daylight hour with a set of particulars to hand. All viewings must be conducted in line with current Government Guidance in respect to COVID 19 and social distancing must be maintained at all times.

LOCATION:

The land is situated just to the South of Natland Village, immediately after the Electricity Distribution Station. A sign board has been erected to assist identification and for those with Sat Nav. the postcode is LA9 7QS.

DESCRIPTION:

The land comprises excellent meadow or pastureland in one enclosure, which extends to 5.98 acres (2.42 ha) or thereabouts. The land has been well maintained and would lend itself to a variety of uses. There is a mains water supply, which is situated close to Newlands House. The land is accessed directly off the Natland village road onto a metalled track. There is a right of way across the track, marked in blue on the plan, to the Electricity Sub Station.

Basic Payments Entitlements are available and must be purchased by the vendor at an additional cost of £300.

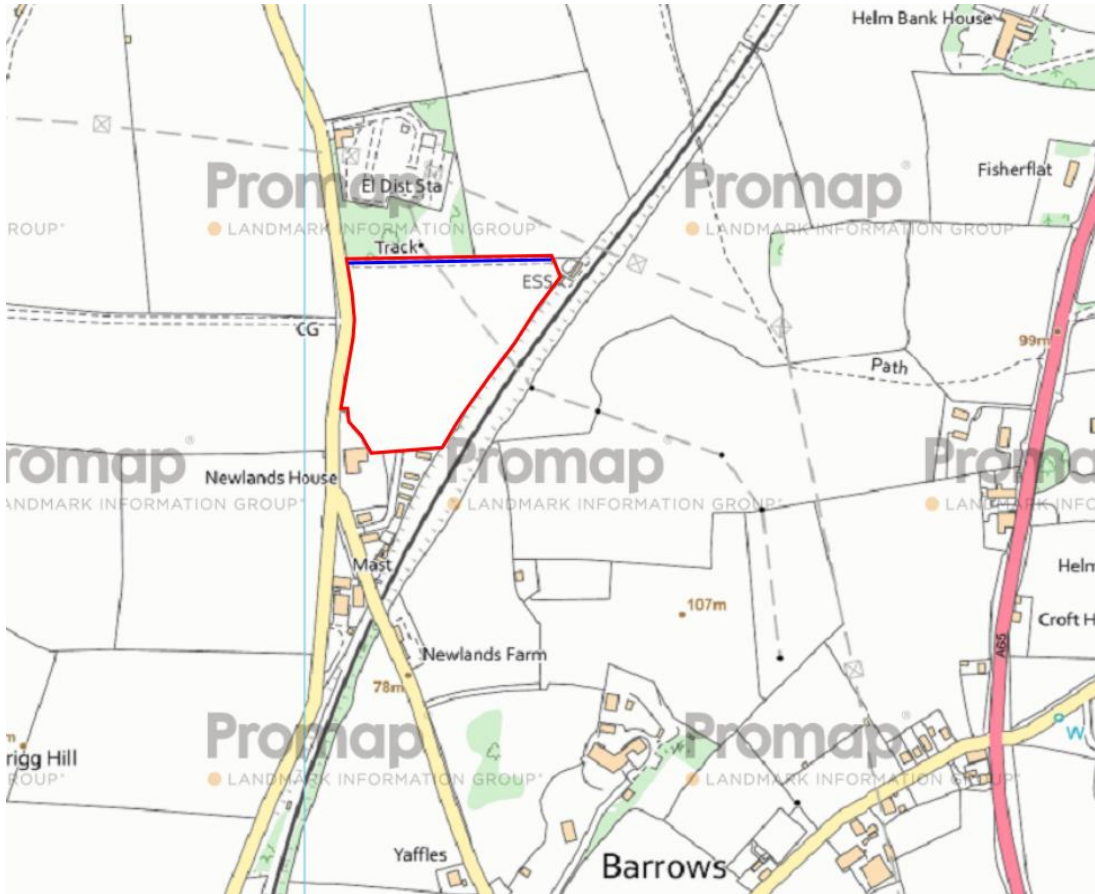
CLAWBACK/OVERAGE CHARGE

There will be an overage (clawback) clause included in the sales contract and transfer, reserving to the vendors 50% of any increase in value attributable to development of the land or any part of it free of encumbrances. The overage charge will be payable on any development for which planning permission is obtained within 30 years of completion of this sale. The overage charge will be triggered by the granting of planning permission and payable within six months of the granting of such permission. The purchaser or their successors will not be permitted to place a restrictive covenant on the land to preclude or limit the development of the land within the 30 year period.

TENDERS:

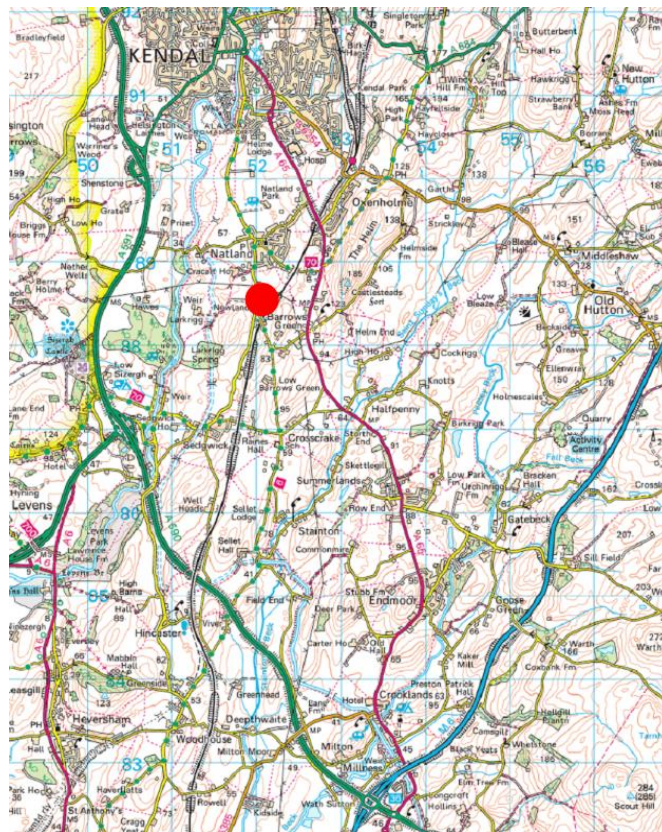
All tenders should be submitted on the enclosed form to Richard Turner & Son, 14 Moss End, Crooklands, LA7 7NU in a sealed envelope clearly marked '5.98 Ac Natland Tender' no later than 2pm on Tuesday 27th April 2021.

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. 100004708

LOCATION PLAN:



GENERAL REMARKS AND STIPULATIONS

LOCAL SERVICE AUTHORITIES:

Cumbria County Council, The Courts, Carlisle, CA3 8NA Tel: (01228) 23456

South Lakeland District Council, South Lakeland House, Lowther Street, Kendal, Cumbria, LA9 4DQ Tel: (01539) 733 333

Electricity North West – Parkside Road, Kendal. Tel (01539) 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 and property is freehold and vacant possession will be given on completion.

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