

**LAND AT GARSDALE, SEDBERGH, LA10 5NT
22.72 ACRES**



**A MIX OF MEADOW, PASTURE AND UPLAND
GRAZING**

FOR SALE BY INFORMAL TENDER

Offers invited over £75,000

(Subject to conditions and unless sold previously)

Tender close at 2pm on Tuesday 24th August 2021

**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

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

VAT Reg. No. 636 2413 54

14 Moss End, Crooklands,
MILNTHORPE LA7 7NU

T: 015395 66800

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E: kendal@rtturner.co.uk

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:

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. Please keep gates closed and make sure the track leading to West Mostard (house) is kept clear.

LOCATION:

The land is situated on the south side of the A684, between the village of Garsdale and Sedbergh as seen on the location plan below.

DESCRIPTION:

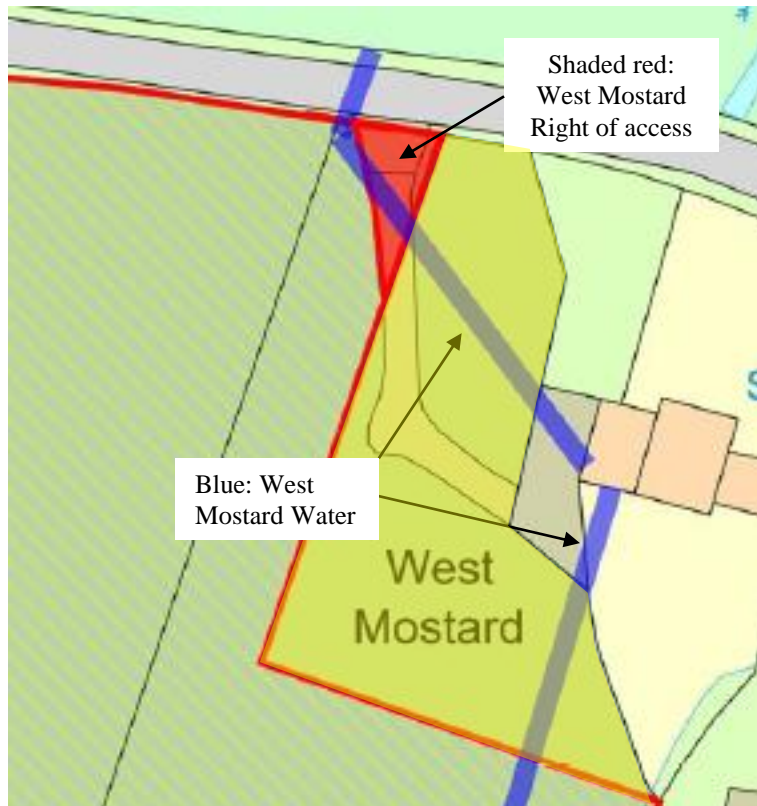
The land comprises excellent meadow or pastureland in one enclosure, which extends to a total of approximately 22.72 acres. The land is made up of just over 5.5 acres of meadowland suitable for mowing, there is also an area of pastureland and upland grazing that extends to just under 17 acres. The land has been well maintained and would lend itself to a variety of uses.

There is also an old stone field barn on the lower land that could be rebuilt and there could be the possibility of government funding towards this.



RIGHT OF ACCESS OVER THE LAND

The owners of the house at West Mostard have a right of access through the field gate as well as a right to repair and maintain the gateway and access over the land. West Mostard also has right to take water from the land (see plan below and “sale plan”). They also have right to repair and maintain their water pipes and fixtures.



There is currently no fence between the land for sale and the land owned by West Mostard (Shaded Yellow). The owners at West Mostard have allowed the current farmer to graze the land to keep the grass down. This agreement has the possibility of continuing by separate negotiation with the owners of West Mostard.





Schedule of the Land

<u>Field Number</u>	<u>Description</u>	<u>Area (ha)</u>	<u>Area (acres)</u>
0861	Meadow	1.49	3.68
1560	Meadow	0.81	2.00
0549	Pasture	0.91	2.24
0128	Upland Grazing	5.99	14.80
Total	-	9.2	22.72

WATER:

There is a good natural water supply, which is located at point A on the plan along with other smaller water ways on the upper land that run down from the fell above.



BASIC PAYMENT ENTITLEMENTS

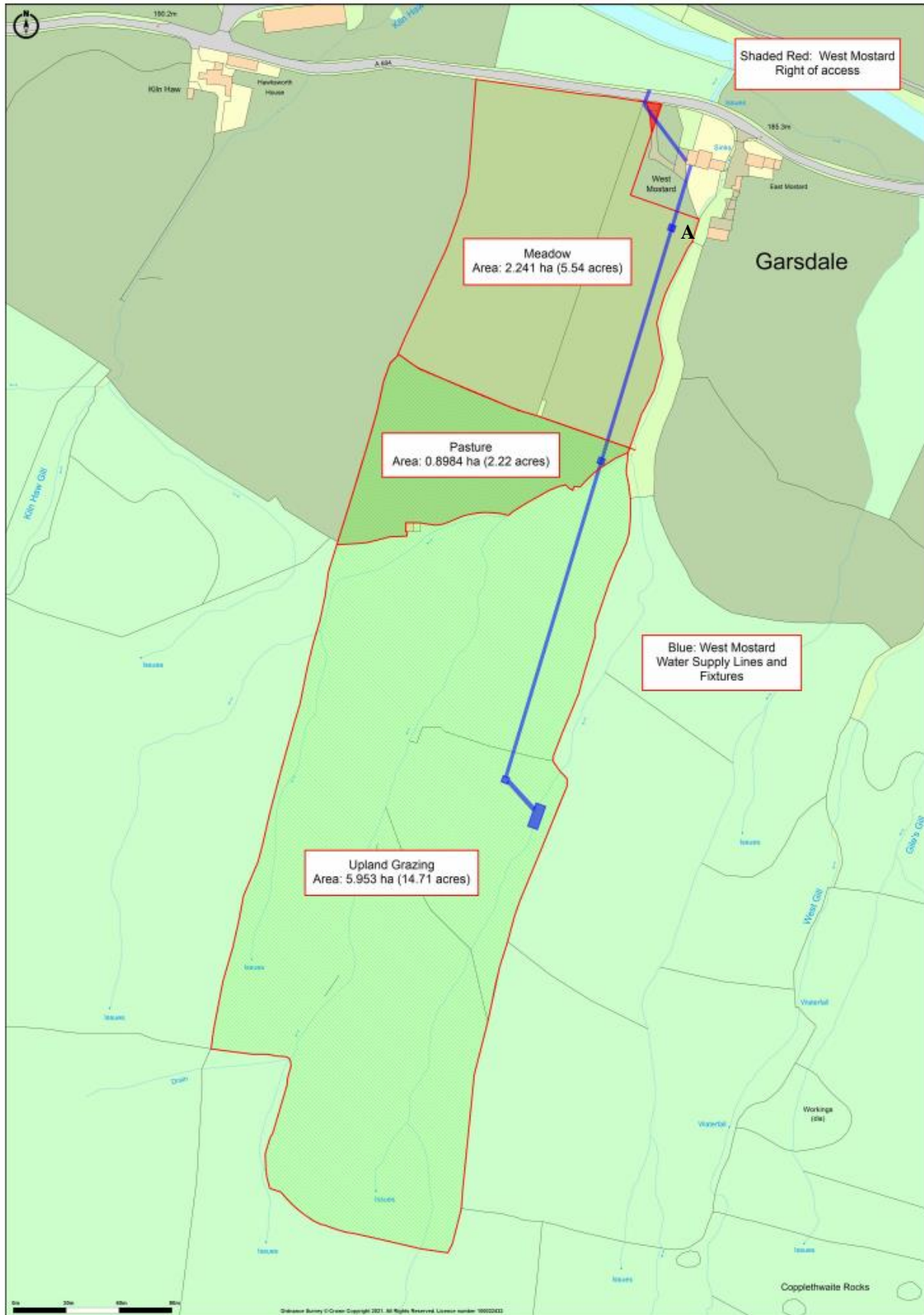
There is approximately 3.31ha of SDA land and 5.953ha of Moorland land under the Basic Payment Scheme. The basic Payments Entitlements must be purchased with the land at a total cost of £794.15.



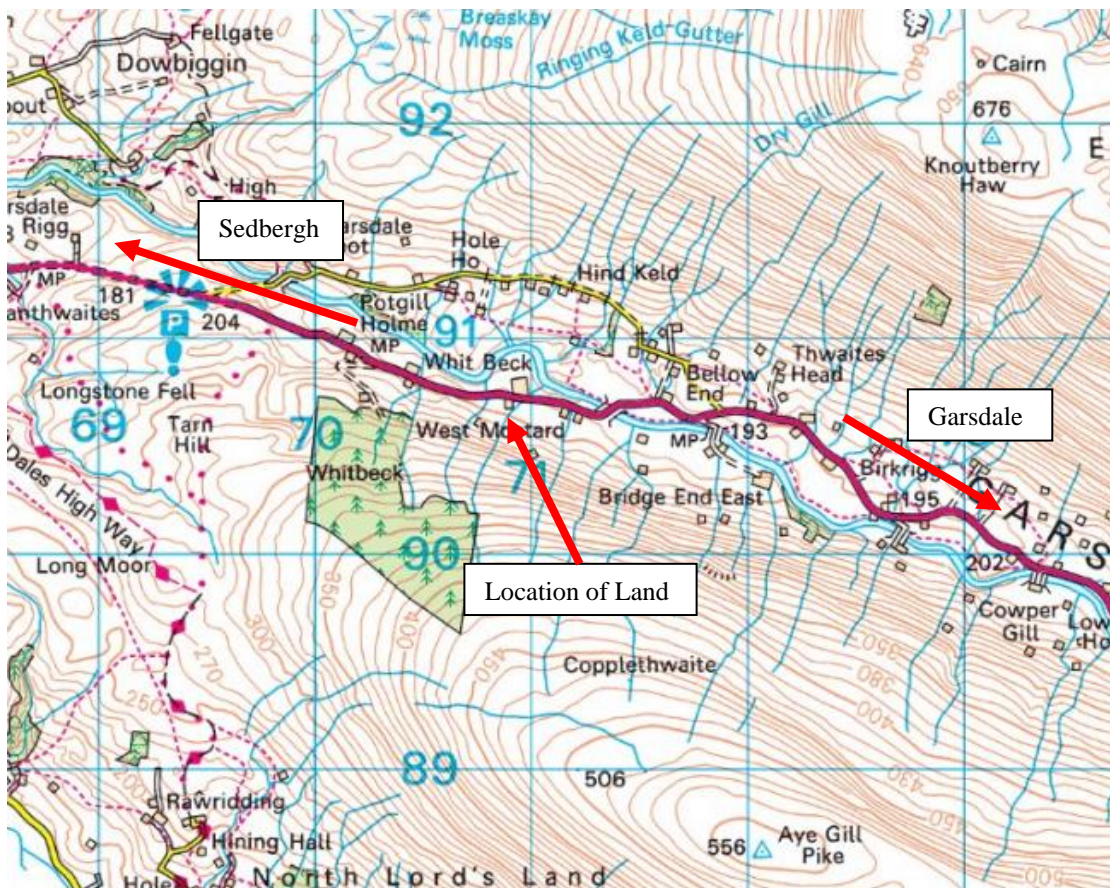
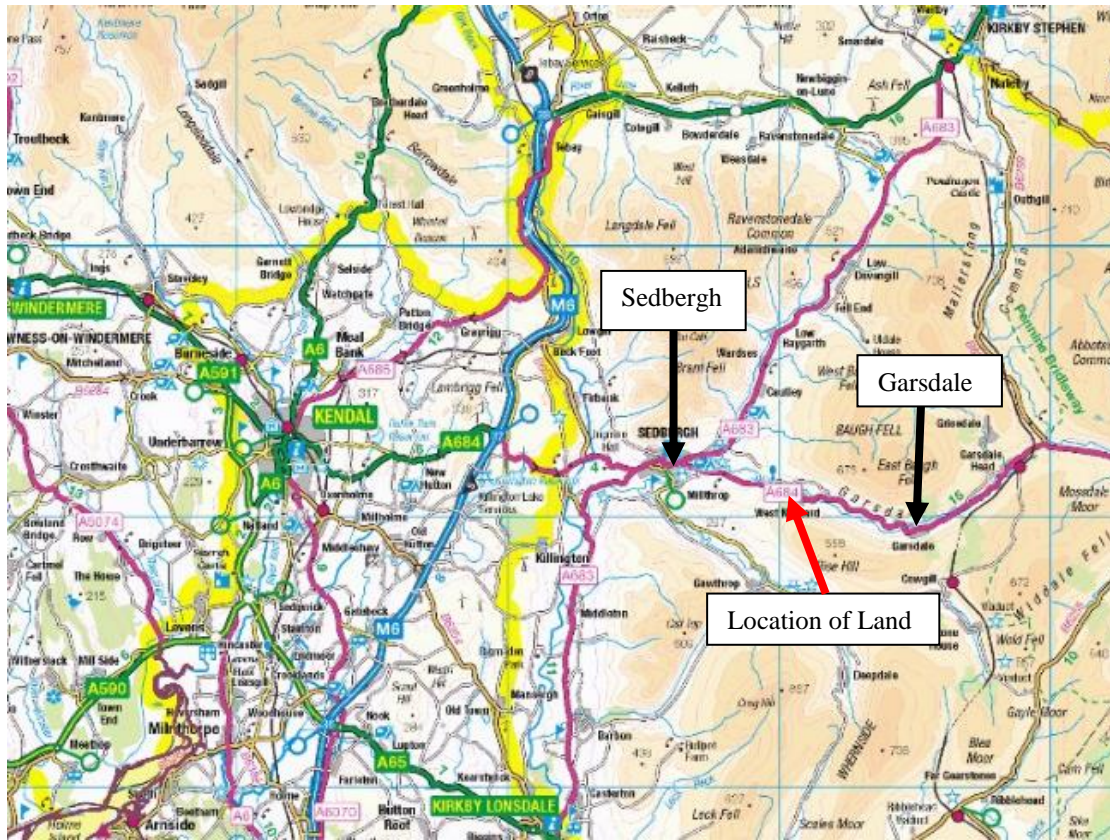
TENDER DATE:

Tender will close on 2pm on the 24th of August 2021. See the tender form at the bottom of the particulars. Please fill out the form and send it into our office at the address on the tender form before 2pm on the 24th of August.

SALE PLAN:



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

**FORM OF TENDER
SUBJECT TO CONTRACT
LAND AT GARSDALE, LA10 5NT**

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.

Successful tenderers will have to undertake certain online checks required by new anti-money laundering legislations.

Tender for Land at Garsdale (Edged red on the plan)

£..... (.....)

In words

Is your offer subject to any additional conditions?

.....
.....
.....

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 '**GARSDALE TENDER**' no later than **2pm on Tuesday 24th August 2021**.

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