

Kendal: 15.2 Miles

Dent: 9.2 Miles

Sedbergh: 3.5 Miles

Former Farmhouse set within 9.03 acres (3.65 ha)



Ing Close, Cautley, Sedbergh, LA10 5NB

Rare opportunity to purchase an attractive stone former Dales farmhouse with attached barn set within 9.03 Acres (3.65 ha) meadow and pasture with roadside access and fishing on the River Rawthey.

The property presents an excellent opportunity for renovation subject to necessary planning permission. Enquires should be directed to the Local Planning Authority which is the Yorkshire Dales National Park.

FOR SALE BY INFORMAL TENDER

(Subject to Conditions & Unless Sold Previously)

TENDERS CLOSE ON TUESDAY 26TH APRIL 2022 AT 2PM

Selling agents: Richard Turner & Son, 14 Moss End Business Village, Crooklands, LA7 7NU
Tel: 015395 66800 Fax: 015395 66801

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Sawley, CLITHEROE BB7 4LH
T: 01200 441351
F: 01200 441666
E: sawley@rturner.co.uk

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BENTHAM LA2 7HF
T: 015242 61444
F: 015242 62463
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14 Moss End, Crooklands,
MILNTHORPE LA7 7NU
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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:

In order for selling agents to comply with HM Revenue and Customs (HMRC) Anti-Money Laundering regulations we are now obliged to ask all purchasers to 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.

LOCATION:

Ing Close is nestled in the Howgill Fells within the Yorkshire Dales National Park, surrounded by majestic views. The property is situated within an idyllic rural location whilst being easily accessed from the main road A683. 3.5 miles to the South West is the attractive market town of Sedbergh, which offers an extensive range of local amenities.

DIRECTIONS:

Approaching from Junction 37 of M6 Motorway, take the A684 exit sign posted Kendal/Sedbergh. In 0.3 miles, turn right onto the A684. Continue for 4.8 miles, once in Sedbergh, turn right on to Finkle Street, in 0.1 miles take the first exit at the roundabout onto Back Lane, continue to follow the A684 in 0.3 miles continue onto Long Lane/A683. Stay onto on this road for 3.5 miles, Ing Close is on the Left hand side immediately after Wilson's garage.

DESCRIPTION:

The property comprises a traditional stone built former Dales farmhouse with attached barn set in an attractive location and within 9.03 acres of meadow and pasture. The building presents an excellent opportunity for renovation subject to necessary planning permission. Enquires should be directed to the Local Planning Authority which is the Yorkshire Dales National Park.

The land extends to 9.03 acres (3.65 ha) in three enclosures and is well fenced and in excellent heart. There is roadside access from the adjacent A683 together with access to the River Rawthey.



VIEWING:

Viewing is at any daylight hour with a set of particulars to hand. Viewers are asked not to enter the first floor of the property for their own safety. Any entry to the former farmhouse or barn is at the viewers own risk.

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 'Ing Close' no later than **2pm on Tuesday 26th April 2022**.

BASIC PAYMENT SCHEME:

Basic Payment has been claimed on the land and the entitlements, as far as they are owned, will be made available to the purchaser. The vendor will retain the 2022 payment. The land is classed as Severely Disadvantaged (SDA).

ENVIRONMENTAL STEWARDSHIP SCHEME:

The land is subject to an Entry Level plus Higher Level Stewardship, held under agreement number AG00493930 that commenced on the 01/05/2014 and to our knowledge expires 30/04/2024.

The purchasers are required to continue with the Stewardship agreements and will indemnify the Vendors for any losses or penalties in the event that they breach any of the requirements of the scheme.

COMMON RIGHTS:

The land does have the benefit of Common Rights, which we believe to be as follows:- 36.11 sheep rights, 1.32 cattle rights and 0.62 horse rights across Brant Fell (CL26) and Bluecaster Fell (Baugh Fell) (CL29).

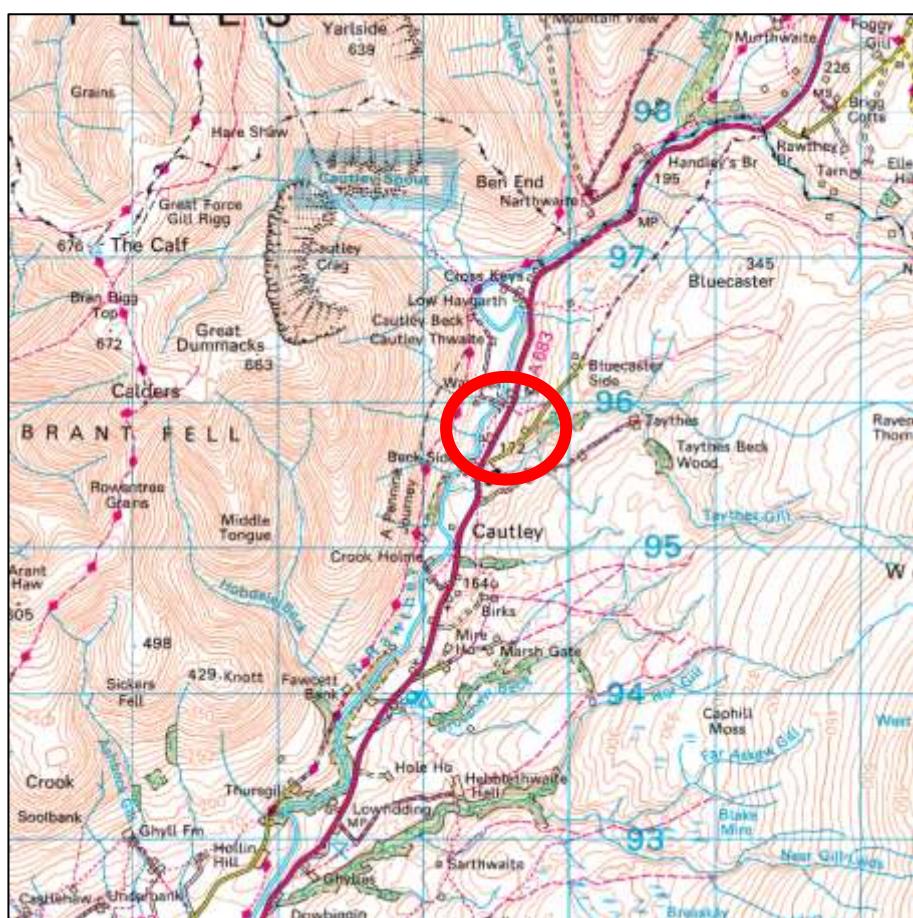
These are estimates and are for indicative purposes only. The actual apportionment will be calculated by the Commons Registration Authority and may differ from our calculation. Whilst the calculation has been carried out, in good faith, neither the Vendors nor the selling agents can be held liable for any errors or omissions in the calculation and prospective purchasers should make their own enquiries/calculations.



SALE PLAN:



LOCATION PLAN:



GENERAL REMARKS AND STIPULATIONS

LOCAL SERVICE AUTHORITIES:

Cumbria County Council: The Courts, Carlisle, CA3 8NA Tel: 01228 23 456

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

TENURE AND POSSESSION: The property is available freehold with vacant possession.

SALES PARTICULARS AND PLANS: The plan and quantities are based upon the latest available editions of the Ordnance Survey as revised by the selling agents. 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.

FIXTURES AND FITTINGS: All fixtures and fittings are excluded from the sale, unless they are expressly stated as being included. Any electric or other appliances included have not been tested, neither have drains, heating, plumbing or electrical installations and all persons are recommended to carry out their own investigations before contract. All measurements quoted are approximate

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.

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
ING CLOSE, CAUTLEY, SEDBERGH, LA10 5NB**

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 Ing Close and set within 9.03 acres/3.65 ha (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 '**ING CLOSE**' no later than **2pm on 26th April 2022.**