

**BURTERSETT HIGH PASTURE,
BURTERSETT, HAWES,
APPROX. 110.6 acres (44.76 ha)**



**FOR SALE BY PRIVATE TREATY
OIRO: £193,000**

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

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Through whom all offers and negotiations should be conducted

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VAT Reg. No. 636 2413 54

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:

Please contact the selling agent to arrange viewings.

LOCATION:

The land is accessed from High Lane, Burtersett. If you drive east out of Hawes on Burtersett Road you will turn right onto New Lane after approximately 1.5km and head towards Burtersett. Drive through Burtersett and follow the road around to the left. You will then come to a fork in the road and stay to the right. The access to the land will be on your right hand side approximately 150m after the fork in the road.

ACCESS

The land has access onto High Lane via a right of access over the land to the North. See access shaded blue on the plan.



ENTITLEMENTS:

Basic payment entitlements must be purchased alongside the land at a fixed price of £20 per hectare for Moorland entitlements and £80 per hectare for SDA entitlements. There will be a total of 42.97ha of Moorland entitlements and 1.73ha of SDA entitlements included as an addition to this sale at a price of £1,212.65. The vendor has claimed the 2022 BPS payment and will retain it in full.

WATER & SERVICES:

The land benefits from a reliable natural water supply.



DESCRIPTION:

This 110 acre upland pasture is a productive block of grazing land and provides opportunities for multiple uses subject to obtaining appropriate permissions. As you can see in the schedule below there is approximately 106.4 acres of land above the moorland line and 4.38 acres of land below the moorland line that is classified as SDA land by the RPA.

The land is well suited to grazing as upland pasture but also has great potential for environmental stewardship agreements and possible forestry and woodland projects.

Environmental Stewardship: The land is currently subject to a stewardship agreement that ends on 30/04/2022 the options applied to the land are as follows HL10 (restoration of moorland) and HL15 (Seasonal exclusion of livestock). Please see the RPA gov.uk website for lists of requirements and restrictions or contact the RPA on 03000200301. The purchasers will be required to keep the requirements of the scheme and will be held liable for any breach that may incur penalties on the vendor.

Schedule

<u>Description</u>	<u>Parcel Number</u>	<u>Area (Ha)</u>	<u>BPS Eligible Area (Ha)</u>	<u>Area (Acres)</u>
Burtersett High Pasture (Moorland)	SD8988 4025	43.0175	42.97	106.4
Upland Pasture (SDA)	SD8898 0570	0.6775	0.6775	1.68
Pasture (SDA)	SD8898 8954	1.0552	1.0552	2.7
Total		4.08	44.7	110.6

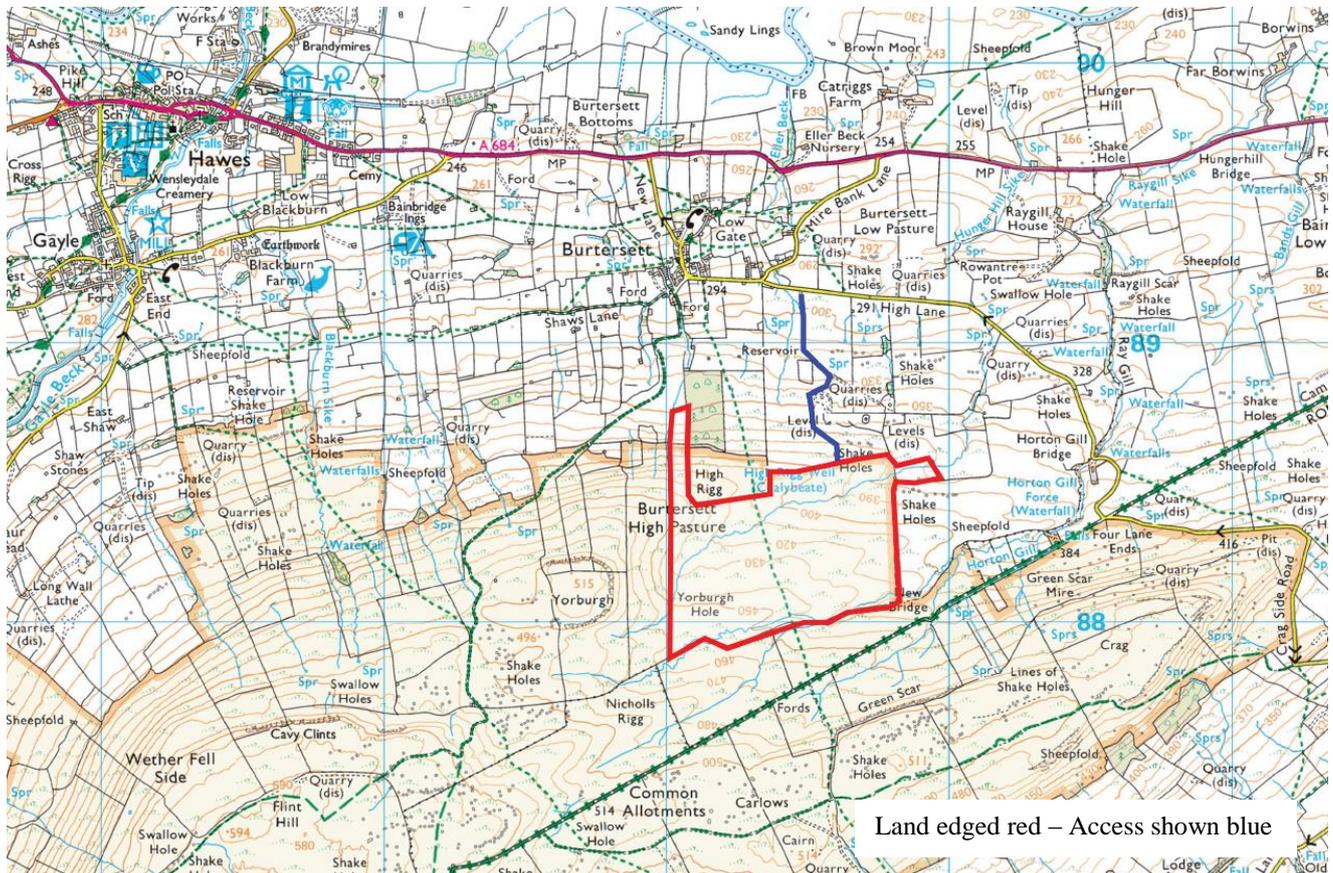


TENURE AND POSSESSION:

The property is freehold and vacant possession will be available on completion of sale.

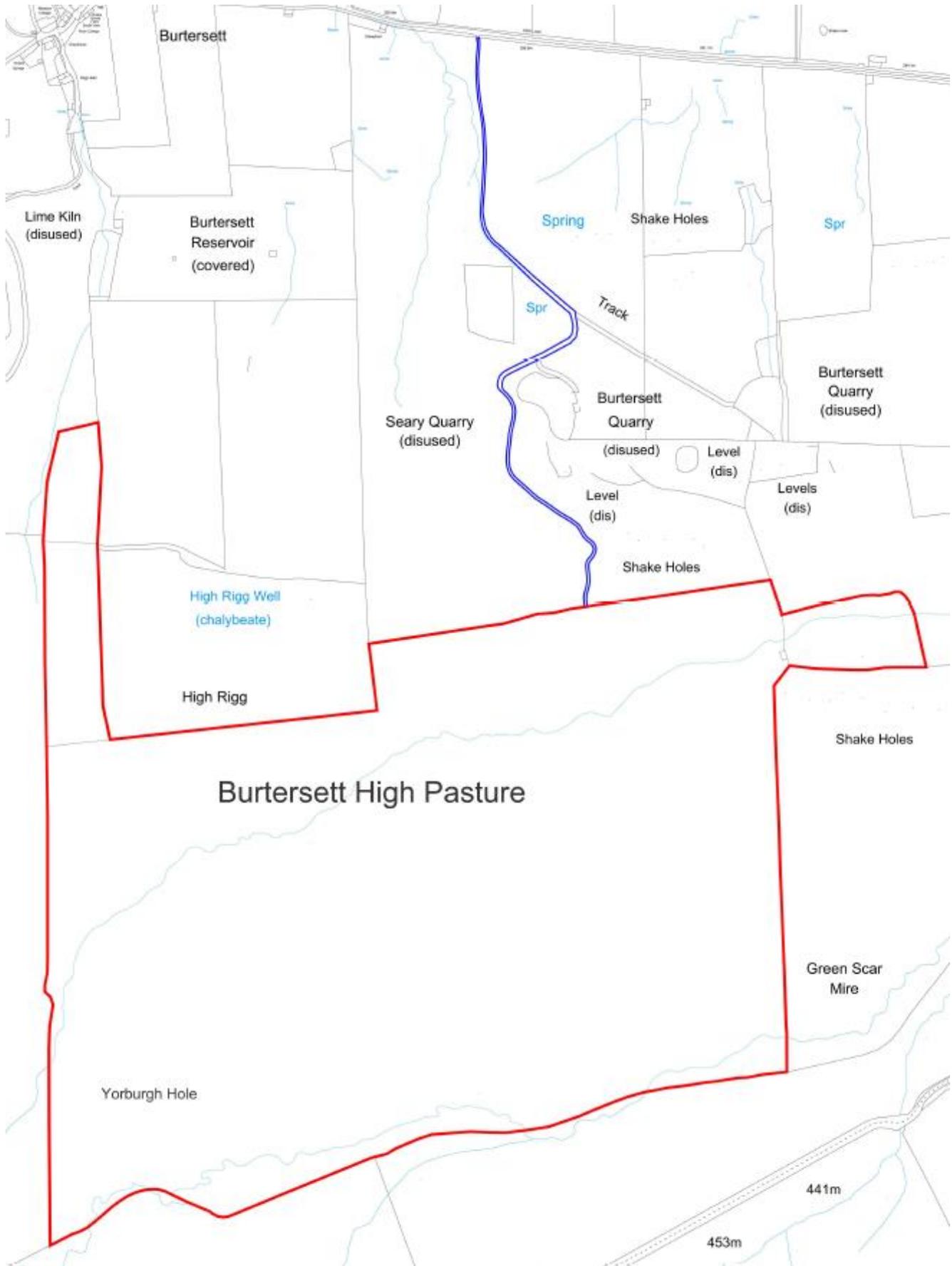


LOCATION PLAN:



Land edged red – Access shown blue

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

GENERAL REMARKS AND STIPULATIONS

LOCAL SERVICE AUTHORITIES:

Richmondshire District Council – Mercury House, Station Road, Richmond, North Yorkshire, DL10 4JX

Northern Power Grid - Falcon Court, Stockton on Tees, TS18 3TU - 0800 375 675

Yorkshire Water - Western House, Halifax Road, Bradford, BD6 2SZ - 0345 124 2424

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