

**LAND NEAR BARBON, LA6 2LE  
12.65 ACRES (5.12 HA) OR THEREABOUTS**



**EXCELLENT MEADOW OR PASTURELAND  
AVAILABLE IN UP TO 3 LOTS**

Lot 1 – 1.78 acres (0.72ha), Lot 2 – 1.82 acres (0.74 ha), Lot 3 – 9.05 acres (3.66 ha)  
Ideal for agriculture, equestrian or amenity uses (subject to any necessary consents)

**FOR SALE BY PUBLIC AUCTION**

(Subject to Conditions and Unless Sold Previously\*)

**WEDNESDAY, 25<sup>th</sup> MAY 2022 AT 2.30 p.m.**  
**RICHARD TURNER & SON, ROYAL OAK CHAMBERS  
SALE ROOM, HIGH BENTHAM**

**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)**

**[www.rturner.co.uk](http://www.rturner.co.uk)**

*Through whom all offers and negotiations should be conducted*

**Solicitors:** The Rural Law Practice, Junction 36 Rural Auction Centre, Crooklands, Milnthorpe LA7 7FP, **Tel:** 015395 67571

Old Sawley Grange, Gisburn Road  
Sawley, CLITHEROE BB7 4LH  
T: 01200 441351  
F: 01200 441666  
E: [sawley@rtturner.co.uk](mailto:sawley@rtturner.co.uk)

Royal Oak Chambers, Main Street  
BENTHAM LA2 7HF  
T: 015242 61444  
F: 015242 62463  
E: [bentham@rtturner.co.uk](mailto:bentham@rtturner.co.uk)

14 Moss End, Crooklands,  
MILNTHORPE LA7 7NU  
T: 015395 66800  
F: 015395 66801  
E: [kendal@rtturner.co.uk](mailto:kendal@rtturner.co.uk)

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:***

*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:**

The land is located near Kirkby Lonsdale Golf Course on the junction between Scaleber Lane and Lowfields Lane as seen on the attached location plan. If you are driving out of Kirkby Lonsdale towards Casterton on the A683 continue through Casterton and after approximately 1.2 miles after leaving Casterton you will come to some cross roads at Kirkby Lonsdale Golf Course. Turn left at these cross roads onto Scaleber lane and continue past the golf course car park. Continue down Scaleber lane for approximately half a mile and you will come to a T junction. As you arrive at the T junction Lot 1 is on you right, Lot 2 is in front of you (slightly to the right) and Lot 3 is two fields up from Lot 1 on the same side of the road. There will be Richard Turner and Son Sale boards visible on each Lot.

**VIEWING:**

Viewing is highly recommended, at any time during daylight hours with a set of particulars to hand.

**TENURE AND POSSESSION:**

The property is freehold and vacant possession will be available from 1<sup>st</sup> November 2022.

**WATER**

There is no water supply currently to Lots 1 and 2 but Lot 3 has access for stock to get to Barbon Beck which borders the Lot 3.

**BASIC PAYMENT SCHEME ENTITLEMENTS**

There will be no BPS entitlements for sale with the land but the land would be eligible to claim on in 2023 onwards if the purchaser acquired their own entitlements.

There are no active environmental stewardship agreements active on any of the lots.





**LOT 1**  
**(Marked Red on the Plan)**



A productive pasture suitable for equine or agricultural purposes, these 1.78 acres offers excellent grazing for livestock and can be easily accessed from Scaleber Lane.

<b><u>Field Number</u></b>	<b><u>BPS Eligible Area (Ha)</u></b>	<b><u>Area (Ha)</u></b>	<b><u>Area (Acres)</u></b>
SD6181 3961	0.72 (approx.)	0.72 (approx.)	1.78 (approx.)
<b>Total</b>	<b>0.72</b> (approx.)	<b>0.72</b> (approx.)	<b>1.78</b> (approx.)





**LOT 2**  
**(Marked Blue on the Plan)**



Lot 2 comprises a large block of sound meadow/pastureland extending to 1.68 acres which can be accessed directly from the Lowfields Lane.

<b><u>Field Number</u></b>	<b><u>BPS Eligible Area (Ha)</u></b>	<b><u>Area (Ha)</u></b>	<b><u>Area (Acres)</u></b>
SD6181 2058	0.74 (approx.)	0.74 (approx.)	1.82 (approx.)
<b>Total</b>	<b>0.74 (approx.)</b>	<b>0.74 (approx.)</b>	<b>1.82 (approx.)</b>





**Lot 3**  
**(Marked Green on the Plan)**



Lot 3 extends to 8.22 acres and is accessed off Lowfields Lane. The land comprises productive pasture land and has access to Barbon Beck for a natural water supply.

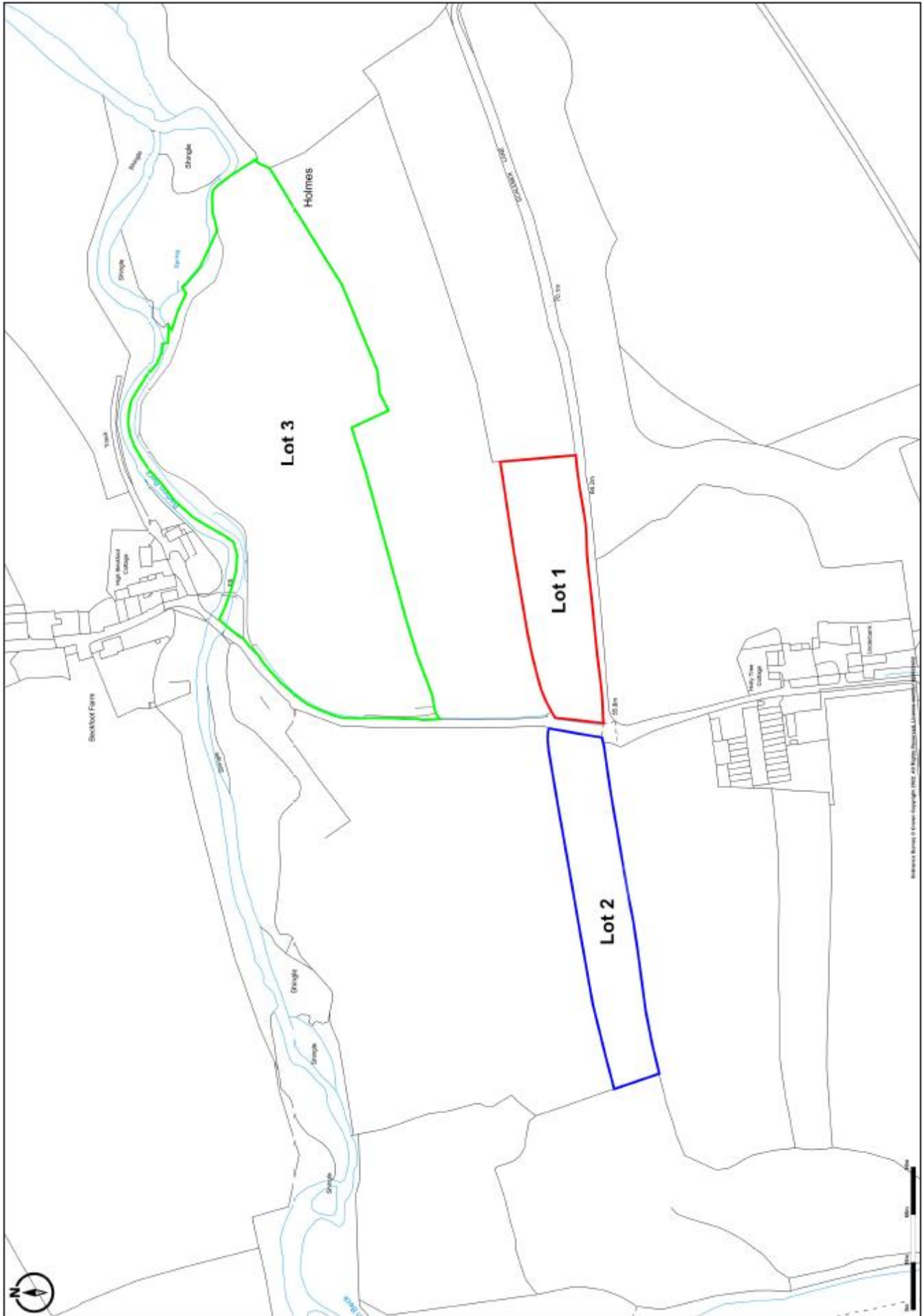
<b><u>Field Number</u></b>	<b><u>BPS Eligible Area (Ha)</u></b>	<b><u>Area (Ha)</u></b>	<b><u>Area (Acres)</u></b>
6572 2630	3.66 (approx.)	3.66 (approx.)	9.05 (approx.)
<b>Total</b>	<b>3.66</b> (approx.)	<b>3.66</b> (approx.)	<b>9.05</b> (approx.)





# SALE PLAN

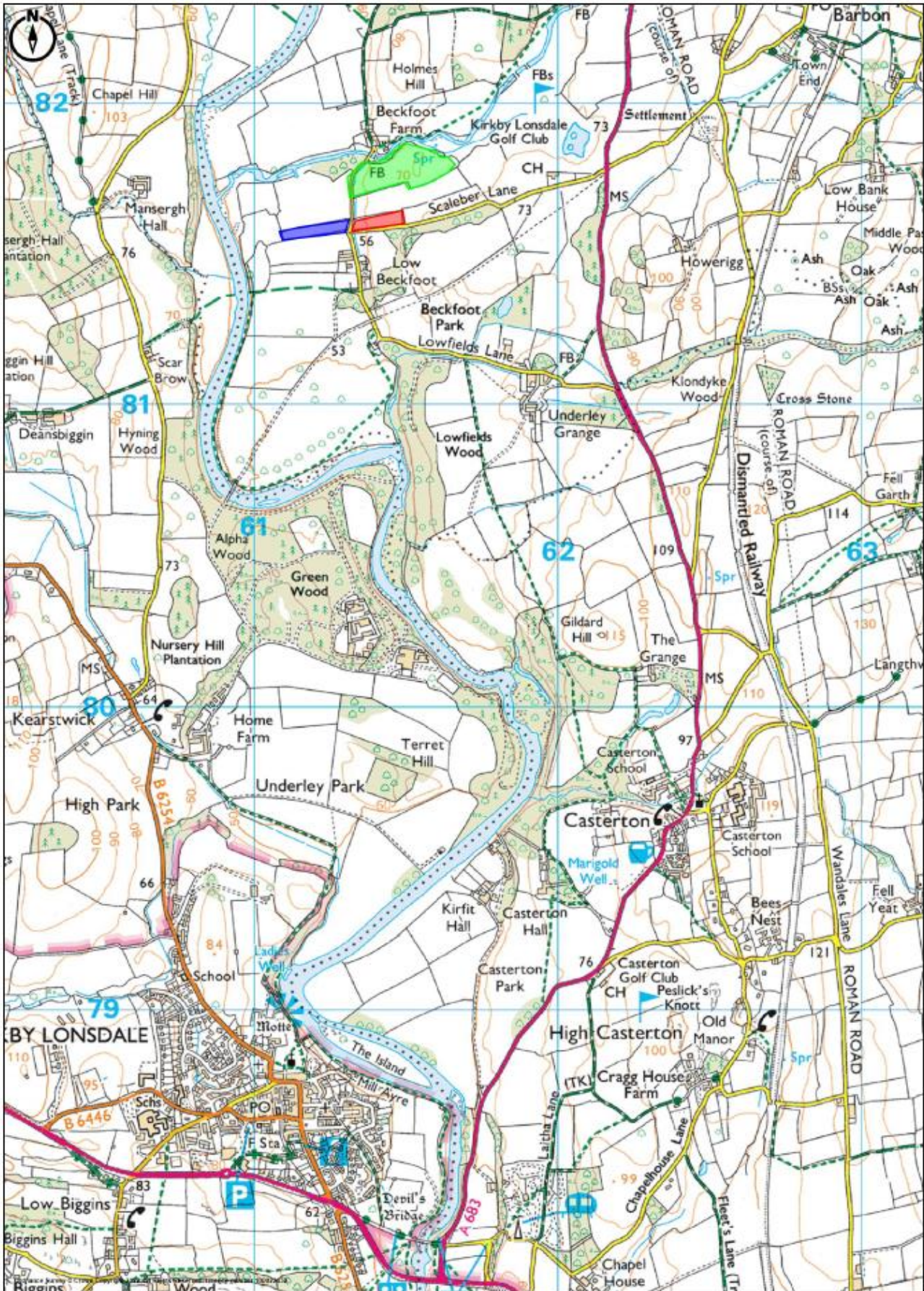
(for identification purposes only - not to scale)





# LOCATION PLAN

(for identification purposes only - not to scale)



## GENERAL REMARKS AND STIPULATIONS

### LOCAL SERVICE AUTHORITIES:

**Lancaster City Council** - Town Hall, Dalton Square, Lancaster LA1 1PJ

**United Utilities**

**Electricity Northwest**

### 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 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.

FIXTURES AND FITTINGS: All fixtures and fittings are excluded from the sale, unless they are expressly stated as being included.

*N.B. 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. Lots 2 & 3 are crossed by a public footpath.

### 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/exchange 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