

**LAND FOR SALE AT OXCLIFFE & OVERTON
TO BE SOLD IN 3 LOTS - 9.27 Hectares (22.90 acres)**



**APPROXIMATELY 22.90 ACRES (9.27 Ha) OF LAND
AVAILABLE FOR AGRICULTURAL OR EQUINE PURPOSES
LOT 1 WITH DEVELOPMENT POTENTIAL**

FOR SALE BY INFORMAL TENDER

Tenders Close 2pm, Tuesday the 23rd of March 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

14 Moss End, Crooklands,
MILNTHORPE LA7 7NU
T: 015395 66800
F: 015395 66801
E: 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.*

VIEWING:

Any time during daylight hours with a set of particulars to hand.

There is the possibility of purchasing another 14 acres of land by separate negotiation. Please make enquiries via email: kendal@rtturner.co.uk or 015395 66800.

TENURE AND POSSESSION:

The property is freehold and vacant possession will be given upon completion.

WATER

Mains water is available in lots 2 and 3, mains water is available nearby lot 1.

BASIC PAYMENT SCHEME ENTITLEMENTS

BPS Entitlements must be purchased in addition to the tender price at a value of £100 per hectare of entitlements plus VAT. Number of entitlements and values can be seen below:

Lot 1: 4.44ha - £444.00 plus VAT

Lot 2: 6.37ha - £637.00 plus VAT

Lot 3: 1.83ha - £183.00 plus VAT

LOT 1
(Marked Red on Location Plan)



LOCATION:

Heading towards Heysham on the Bay Gateway from junction 34 of the M6 continue over the first roundabout and go straight through the crossroads next to Lancaster and Morecambe College. Take the first exit at the roundabout next to the David Hayton/Peugeot car dealership. At the next roundabout take the second exit (right) onto Lancaster road. The land will shortly be on your right after you pass Mellishaw Park, when you reach the white railings the land can be seen on your right. The access to the land is on your right hand side at the far end of the land just into the entrance of the next property.



Lot 1 (above)

<u>Field Number</u>	<u>BPS Eligible Area (Ha)</u>	<u>Area (Ha)</u>	<u>Area (Acres)</u>
SD4562 0106	4.44	5.47	13.51
Total	4.44	5.47	13.51

A productive pasture suitable for equine or agricultural purposes, this 13.5 acres is level and offers excellent grazing for livestock. The land benefits from a good access near the roadside and is only a couple of minutes from the Bay Gateway. The land is not subject to any environmental schemes and is classed as Non SDA under the Basic Payment Scheme. This land also benefits from having development potential subject to obtaining appropriate permissions.

LOTS 2 & 3

LOCATION:

Heading into Overton from the north on Lancaster road you will pass the Saint Helen's Church on your left hand side. Shortly after passing Saint Helens Church bear right onto Chapel Lane, follow Chapel Lane for just under half a mile before turning left as Chapel Lane turns into Church Grove. As you are following Church Grove you will turn right and then left and Lot 2 will be directly in front of you. There is an access to Lot 2 at this point and also one further round near lot 3. To get to lot 3, continue to your right on the track past the first access point to lot 2, you will then follow the track around to the left. When you reach the end of the track and a set of gates lot 3 will be on your right. Lots 2 and 3 have also been used as arable land in recent years.

Lot 2 (Marked Blue on the Location Plan)

<u>Field Number</u>	<u>BPS Eligible Area (Ha)</u>	<u>Area (Ha)</u>	<u>Area (Acres)</u>
SD4457 1866	1.93	1.93	4.77
Total	1.93	1.93	4.77



Two productive meadows suitable for equine or agricultural purposes with lot 2 being approx. 4.77 acres and lot 3 being approx. 4.62 acres. Both lots offer excellent grazing for livestock, hedges surrounding most of the boundaries also provide good shelter. Lot 2 benefits from two access gates, one being on Church Grove and the other just across the lane from the access to lot 3, providing good access between the two. The land is not subject to any environmental schemes and is classed as Non SDA under the Basic Payment Scheme. Lot 2 benefits from having commons grazing rights for Colloway and Overton Marshes (CL0193). We estimate that the apportionment of rights will award 8 cattle right to lot 2 (subject to confirmation from the Commons Registrar). The BPS Commons Data 2018 awarded 0.55 ha per Livestock Unit which on this common is equivalent to 4.4ha for these rights (subject to confirmation).



Lot 3
(Marked Green on Location Plan)

<u>Field Number</u>	<u>BPS Eligible Area (Ha)</u>	<u>Area (Ha)</u>	<u>Area (Acres)</u>
SD4457 3457	1.83	1.87	4.62
Total	1.83	1.87	4.62



SALE PLANS

(for identification purposes only - not to scale)

Lot 1



Lots 2 & 3



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.

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

**FORM OF TENDER
SUBJECT TO CONTRACT
LAND AT OXCLIFFE AND OVERTON**

Name(s)

.....

Address (s)

.....

.....

.....

Telephone: **Mobile:**.....

Successful tenderers will have to undertake certain online checks required by new anti-money laundering legislations. You may offer for lots individually or all as one, fill out below as appropriate.

LOT 1 – 13.51 acres (Oxcliffe)

£..... (.....)
In words

LOT 2 – 4.77 acres (Overton)

£..... (.....)
In words

LOT 3 – 4.62 acres (Overton)

£..... (.....)
In words

LOTS 1, 2 and 3 – 22.9 acres (Oxcliffe & Overton)

£..... (.....)
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) The owner reserves the right to refuse the highest or any tender
- 4) All tenders should be returned to Richard Turner & Sons, 14 Moss End, Crooklands, Milnthorpe LA7 7NU in an envelope marked **'OXCLIFFE AND OVERTON TENDER'** no later than **2pm on Tuesday 23rd March 2020.**

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.