

**LAND ADJACENT TO PENWORTHAM WAY,  
WHITESTAKE, NR PRESTON**



**APPROXIMATELY 13.94 ACRES (5.64 HECTARES)  
OR THEREABOUTS OF PASTURE AND ARABLE LAND WITH  
PLANNING PERMISSION FOR ERECTION OF STABLES  
AVAILABLE IN 2 LOTS**

**FOR SALE BY INFORMAL TENDER**

*(Subject to Conditions & Unless Sold Previously)*

**TENDERS CLOSE ON  
THURSDAY 29<sup>TH</sup> JULY 2021  
AT 2PM**

**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)      FAX – 015395 66801**

*Through whom all offers and negotiations should be conducted*

***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 time during daylight hours 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. To view Lot 1 we recommend parking in the layby at Point A and taking access via the Public Footpath some 10m - 20m to the south of the layby.

**LOCATION:**

The land lies on the west side of the A582 Penwortham Way approximately 1.5 miles south of Penwortham, 1 mile west of Bamber Bridge and approximately 3 miles from the M6 junction 29. Both lots have access direct from the A582 Penwortham Way these access points being indicated by a Richard Turner & Son sale board.

**ENTITLEMENTS:**

The Purchaser will be required to purchase the Basic Payment Entitlements in addition to the purchase price of each Lot. The purchase price of the entitlements will be £450.00 (plus VAT if appropriate) in respect of Lot 1 and £250.00 (plus VAT if appropriate) in respect of Lot 2.

**WATER:**

Mill Brook passes between Lots 1 and 2 and both Lots can obtain access to the brook to water animals.

**A582 ROAD WIDENING:**

The land lies within an area which has been identified for the A582 Penwortham Way Road Widening Scheme details of which can be found on the Lancashire County Council website. A substantial area of Lot 1 and a smaller area of Lot 2 are identified for acquisition by Lancashire County Council should the scheme proceed.

In the event that the scheme proceeds the freehold owners of the land will be entitled to compensation from the acquiring authority at market value together with statutory loss payments (up to an additional 10% of market value if the landowner qualifies) and disturbance payments together with payment of reasonable professional fees.

**OVERAGE:**

The sale is subject to a 50% overage in respect of any uplift in value due to non-agricultural or non-equine development. This will be triggered by the obtaining of planning permission and payable upon the earlier of disposal of the land or implementing the permission.

**DESCRIPTION:**

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



Lot 1 comprises principally two enclosures of pastureland and arable land together with a small enclosure of woodland. The land has good access direct off the A582 Penwortham Way by a concrete and stone track, it is bounded by Penwortham Way to the north eastern boundary having an extensive road frontage. To the southern and western boundaries lies Mill Brook.

This Lot benefits from the grant of planning permission dated 6<sup>th</sup> March 2020 for the change of use of 0.8 hectares of land from agriculture to equestrian together with the erection of a stable block. The stable block comprises two stables and a tack room and full details of the planning application can be noted on the South Ribble Borough Council website under application reference 07/2019/8302/FUL. A copy of the permission is attached. A technical start has been made with the laying of the rear foundation although this has not yet been registered with the Planning Authority.

The land is presently cropped to a mixture of permanent grassland and maize and the Vendor reserves the right to holdover to harvest the crop of maize after completion. Once the maize has been harvested the Vendor would be happy to quote for the sowing of grass seed or alternative crop should the Purchaser so wish.

**Schedule**

<b><u>Field Number</u></b>	<b><u>Description</u></b>	<b><u>Area (Ha)</u></b>	<b><u>Area (Acres)</u></b>
SD 5226-5115	Permanent Grass	0.63	1.56
SD 5226-6502	Permanent Grass	0.38	0.94
SD 5225-6699	Woodland	0.08	0.20
SD 5225-7493	Maize	0.92	2.27
SD 5225-8279	Maize	1.64	4.05
<b>Total</b>		<b>3.65</b>	<b>9.02</b>

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



Lot 2 comprises a single enclosure or arable land presently cropped in maize. The land has access direct off the A582 Penwortham Way by a concrete track and is bounded by Penwortham Way to the east and Mill Brook to the north. The land is presently cropped to maize and the Vendor reserves the right to holdover to harvest the crop of maize after completion. Once the maize has been harvested the Vendor would be happy to quote for the sowing of grass seed or alternative crop should the Purchaser so wish.

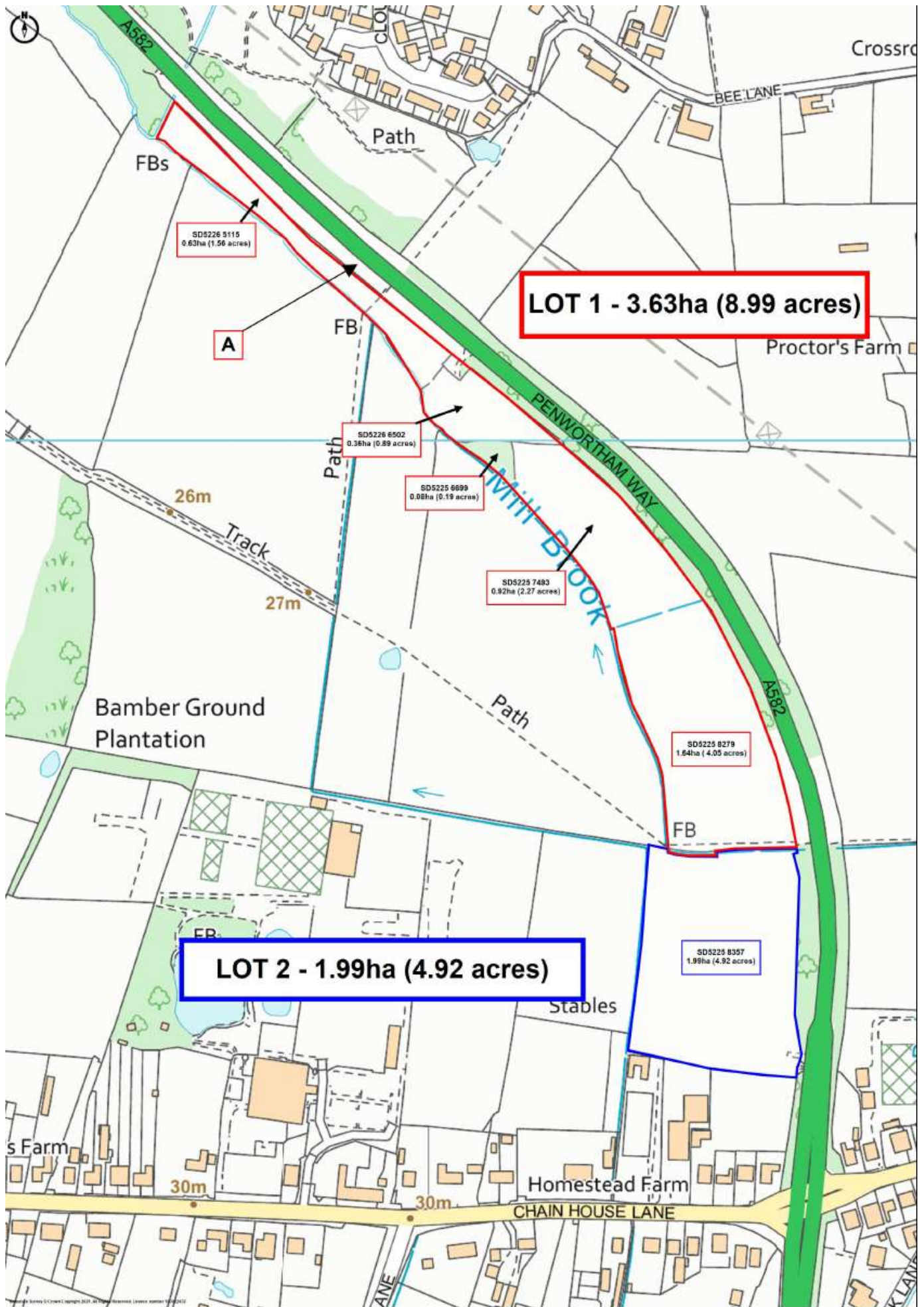
**Schedule**

<b><u>Field Number</u></b>	<b><u>Description</u></b>	<b><u>Area (Ha)</u></b>	<b><u>Area (Acres)</u></b>
SD 5225-8357	Maize	1.99	4.92
<b>Total</b>		<b>1.99</b>	<b>4.92</b>

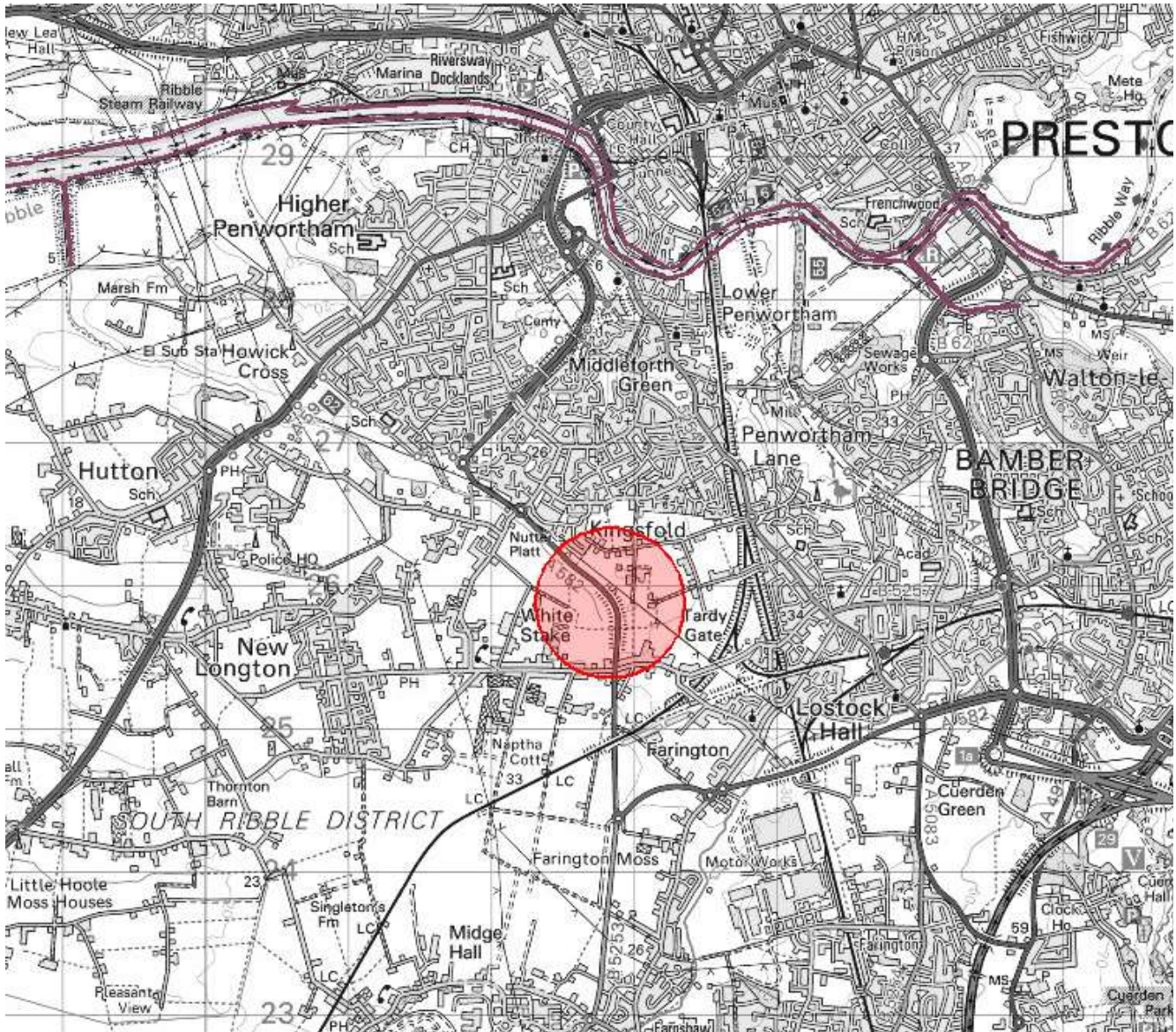
**TENURE AND POSSESSION:**

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

**SALE PLAN:**



## LOCATION 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. 10004708

## 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 'Penwortham Way Tender' no later than 2pm on Thursday 29<sup>th</sup> July 2021.

## **GENERAL REMARKS AND STIPULATIONS**

### **LOCAL SERVICE AUTHORITIES:**

**Lancashire County Council** - County Hall, Fishergate, Preston PR1 8XB. Tel: 0300 123 6701

**South Ribble Borough Council** - Civic Centre, West Paddock, Leyland, PR25 1DN. Tel: 01772 625625

**Electricity North West** - Hartington Road, Preston, PR1 8AF. Tel 0800 195 4141

**United Utilities** - Lingley Mere Business Park, Lingley Green Avenue, Warrington, WA5 3LP. Tel: 0345 672 3723

### **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



# SOUTH RIBBLE BOROUGH COUNCIL

Town and Country Planning Act 1990  
Town and Country Planning (Development Management  
Procedure) (England) Order 2015

## PLANNING PERMISSION

APPLICANT: Mr ANDREW HOLDEN

AGENT: Mrs Melanie Lawrenson

Nutters Platt Farm,  
94, Pope Lane  
Whitestake  
PR4 4BA

5 Bobbin Mill Cottages  
Stubbins Lane  
Claughton On Brock  
Preston  
PR3 0PL  
United Kingdom

REFERENCE NUMBER: 07/2019/8302/FUL      DATE OF APPLICATION: 19 January 2020

### PARTICULARS AND LOCATION OF DEVELOPMENT:

Change of use of land from agriculture to equestrian together with the erection of a stable block

at:

Land To South East Of Nutters Platt Farm, Pope Lane, Whitestake, Preston, Lancashire, PR4 4BA

The South Ribble Borough Council hereby give notice in pursuance of the above mentioned regulations that **permission has been granted** for the carrying out of the development referred to in Part I hereof in accordance with the application and plans submitted or other such amended plans that may be agreed in writing by the Local Planning Authority subject to the following conditions:

1. The development hereby permitted must be begun not later than the expiration of three years beginning with the date of this permission.  
REASON: Required to be imposed pursuant to Section 91 of the Town and Country Planning Act 1990.
2. The development, hereby permitted, shall be carried out in accordance with the submitted approved plans Dwg ML/AH/5819 (ML Planning)  
REASON: For the avoidance of doubt and to ensure a satisfactory standard of development
3. Prior to the commencement of development a scheme for the collection, containment and removal of animal effluent shall be submitted to and approved in writing by the Local Planning Authority. The approved scheme shall be constructed and completed before first use of the stable hereby approved in accordance with approved plans and shall be put into practice and adhered to at all times thereafter.  
REASON: In the interests of amenity of neighbouring residents and to prevent pollution of the water environment in accordance with Policy 29 in the Central Lancashire Core Strategy
4. Notwithstanding the Provision of the Town and Country Planning (Use Classes) Order 1987 Paragraph 3(1) or any provision equivalent to this in any statutory instrument revoking and re-enacting this Order, the use of the stable, tack room and paddock shall be restricted to domestic use as applied for unless the prior consent of the Local Planning Authority is obtained. Commercial livery, commercial use of the land and buildings, equestrian events or other such use is prohibited.  
REASON: So that the Local Planning Authority can retain control over the impact of the development on residential amenity and/or highway safety in accordance with Policy G17 in the South Ribble Local Plan 2012-2026

### Advice Note:



1. The applicant is advised that under the terms of the Wildlife and Countryside Act 1981, Wild Mammal (Protection) Act 1996 and Countryside and Rights of Way Act 2000, it is an offence to disturb nesting birds, roosting birds or other protected species, or to inflict unnecessary suffering to wild animals. The work hereby granted does not override the statutory protection afforded to these species or provide defence against prosecution under this act, and you are advised to seek expert advice if you suspect that any aspect of the development would disturb any protected species

2. United Utilities Note: The site should be drained in the following order of priority:

- a) an adequate soak away or some other adequate infiltration system (approval must be obtained from local authority/building control/environment agency) or where that is not reasonably practical
- b) a watercourse (approval must be obtained from the riparian owner/land drainage authority/environment agency; or where this is not reasonably practicable
- c) a sewer (approval must be obtained from United Utilities)

3. Lancashire County Council Highways Note: IMPORTANT - The approved design and access statement states that access would be gained directly off the Penwortham way, via a gated track, set back off the highway. As part of the highway improvements to Penwortham Way this section of highway is to be widened to a dual carriageway (the widened road will also utilise some of this application site). Also as part of the works this existing access to the site will be permanently closed. For more information please contact the City Deal team at Lancashire County Council.

**Informative:** The decision to grant planning permission has been taken having regard to the policies and proposals in the South Ribble Local Plan and the Central Lancashire Core Strategy as set out below, and to all relevant material considerations including Supplementary Planning Guidance:

NPPF - National Planning Policy Framework

POLG1 - Green Belt

POLG17 - Design Criteria for New Development

SPD3 - Rural Development (Supplementary Planning Documents)

This informative is only intended as a summary of the reasons for grant of planning permission. For further detail on the decision please contact the Development Control Section who will be able to assist and can provide a copy of the application report if required.

Telephone: 01772 625400 or email: [planning@southribble.gov.uk](mailto:planning@southribble.gov.uk).



**JONATHAN NOAD**  
DIRECTOR OF PLANNING AND PROPERTY

**DATE OF DECISION: 6 March 2020**

**Important Note:** This permission relates only to that required under the Town and Country Planning Act. It does not provide any consent or approval under any other enactment, byelaw, order or regulation including the Building Regulations. If you are in any doubt about the need to obtain approval under the Building Regulations then please contact the Building Control Section, Civic Centre, West Paddock, Leyland on 01772 625400 or email: [bldcontrol@southribble.gov.uk](mailto:bldcontrol@southribble.gov.uk)

In determining the above planning application, the Council has implemented the requirements of paragraph 38 of the NPPF 2019 and worked proactively and positively with the applicant.

**Appeal to the Secretary of State**

1. If you are aggrieved by the decision of your local planning authority to refuse permission for the proposed development or to grant it subject to conditions, then you can appeal to the Secretary of State for the Environment under Section 78 of the Town and Country Planning Act 1990.
2. If you want to appeal, then you must do so within six months of the date of this notice, using a form which you can get from The Planning Inspectorate, Temple Quay House, 2 The Square, Temple Quay, Bristol, BS1 6PN.
3. The Secretary of State can allow a longer period for giving notice of an appeal, but he will not normally be prepared to use this power unless there are special circumstances which excuse the delay in giving notice of appeal.
4. The Secretary of State need not consider an appeal if it seems to him that the local planning authority could not have granted planning permission for the proposed development or could not have granted it without the conditions it imposed, having regard to the statutory requirements, to the provision of the development order and to any directions given under the order.
5. In practice, the Secretary of State does not refuse to consider appeals solely because the local planning authority based its decision on a direction given by him.
6. If you intend to submit an appeal that you would like examined by inquiry then you must notify the Local Planning Authority and Planning Inspectorate ([inquiryappeals@planninginspectorate.gov.uk](mailto:inquiryappeals@planninginspectorate.gov.uk)) at least 10 days before submitting the appeal. Further details are on GOV.UK.

#### **Purchase Notices**

1. If either the local planning authority or the Secretary of State for the Environment refused permission to develop land or grants it subject to conditions, the owner may claim that he can neither put the land to a reasonably beneficial use in its existing state nor can he render the land capable of a reasonably beneficial use by the carrying out of any development which has been or would be permitted.
2. In these circumstances, the owner may serve a purchase notice on the Council (District Council, London Borough Council or Common Council of the City of London) in whose area the land is situated. This notice will require the Council to purchase his interest in the land in accordance with the provisions of Part V, Chapter I of the Town and Country Planning Act 1990.





**FORM OF TENDER**  
**SUBJECT TO CONTRACT**  
**13.94 ACRES AT PENWORTHAM WAY, WHITESTAKE, NR PRESTON**

**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.

Lot 1 - £..... (.....)  
*In words*

Lot 2 £..... (.....)  
*In words*

Whole (Lots 1 &2) £..... (.....)  
*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 ***Penwortham Way Tender*** no later than ***2pm on Thursday 29<sup>th</sup> July 2021.***

**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.