

**GASTACK ALLOTMENT, DEEPDALE,
DENT, SEDBERGH, CUMBRIA
Approx. 108.67 acres (43.98ha)**



FOR SALE BY INFORMAL TENDER
Tenders Close: 2pm Tuesday 15th November 2022

**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
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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:

Viewings to be at any daylight hour with a set of particulars to hand.

LOCATION:

The land is located on the occupation road near Deepdale, Dent.

ACCESS

The land is accessed via the occupation road (as shown on the location plan). The occupation road is quite rough in some places so a capable 4x4 or quad bike would be the best vehicles to use to go and view the land. In order to access the land head south out of Dent towards Deepdale and bear right up the hill onto Deepdale Lane. Continue on this road for approximately 3.4 miles until you reach a turning onto the occupation road on your right hand side. Turn right onto the occupation road and after approximately 1.8 miles Gastack allotment will be on your right hand side.

ENTITLEMENTS:

Basic payment entitlements can be purchased alongside the land as an optional extra at £20 per hectare of moorland entitlements. There will be a total of 26.39 hectares of moorland entitlements available for purchase alongside the land at a total price of £527.80 plus VAT.

WATER & SERVICES:

The land benefits from a reliable natural water supply.

DESCRIPTION:

The 108 acres of land is a useful block of upland grazing with other potential uses subject to appropriate permissions. There is a third party that holds grazing rights for 54 gaits on the land, a gait being one sheep which may or may not have 1 lamb. For BPS purposes the RPA have split the total area on the basis of 136 gaits being 82 gaits to the owner and 54 gaits to the 3rd party. The holder of the gaits is liable for one half share of the boundary maintenance as shown coloured purple on the attached boundary maintenance plan. The land is freehold but subject to the aits described above.

The land is well suited to grazing use but also has great potential for future environmental stewardship agreements as well as possible forestry, woodland and re wilding projects subject to appropriate agreements.

There are currently no active environmental stewardship agreements on the land.

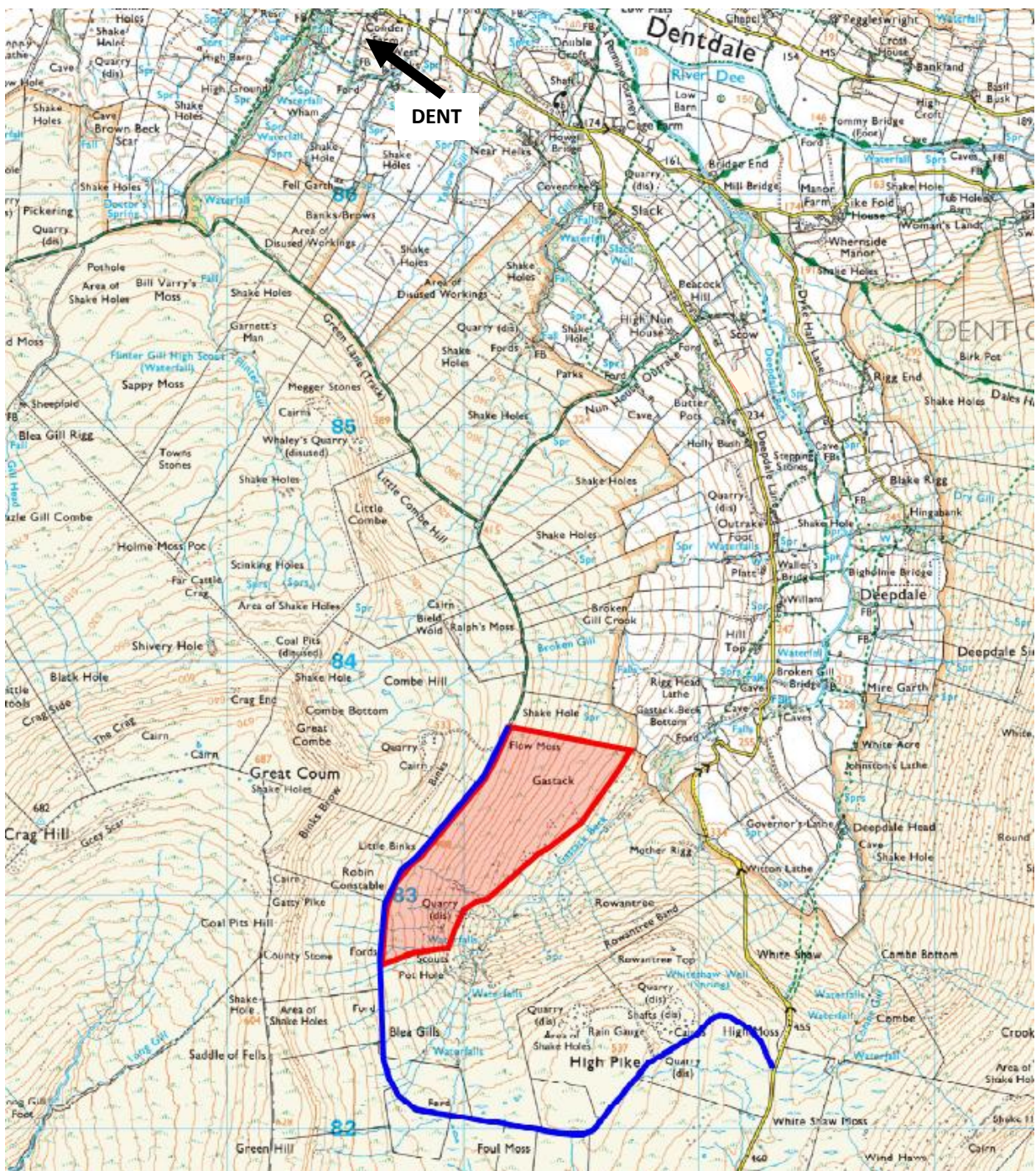
Schedule

<u>Description</u>	<u>Parcel Number</u>	<u>Area (Ha)</u>	<u>BPS Eligible Area (Ha)</u>	<u>Area (Acres)</u>
SDA Moorland	SD7183 1525	43.98	43.98	108.67
Total		43.98	43.98	108.67

TENURE AND POSSESSION:

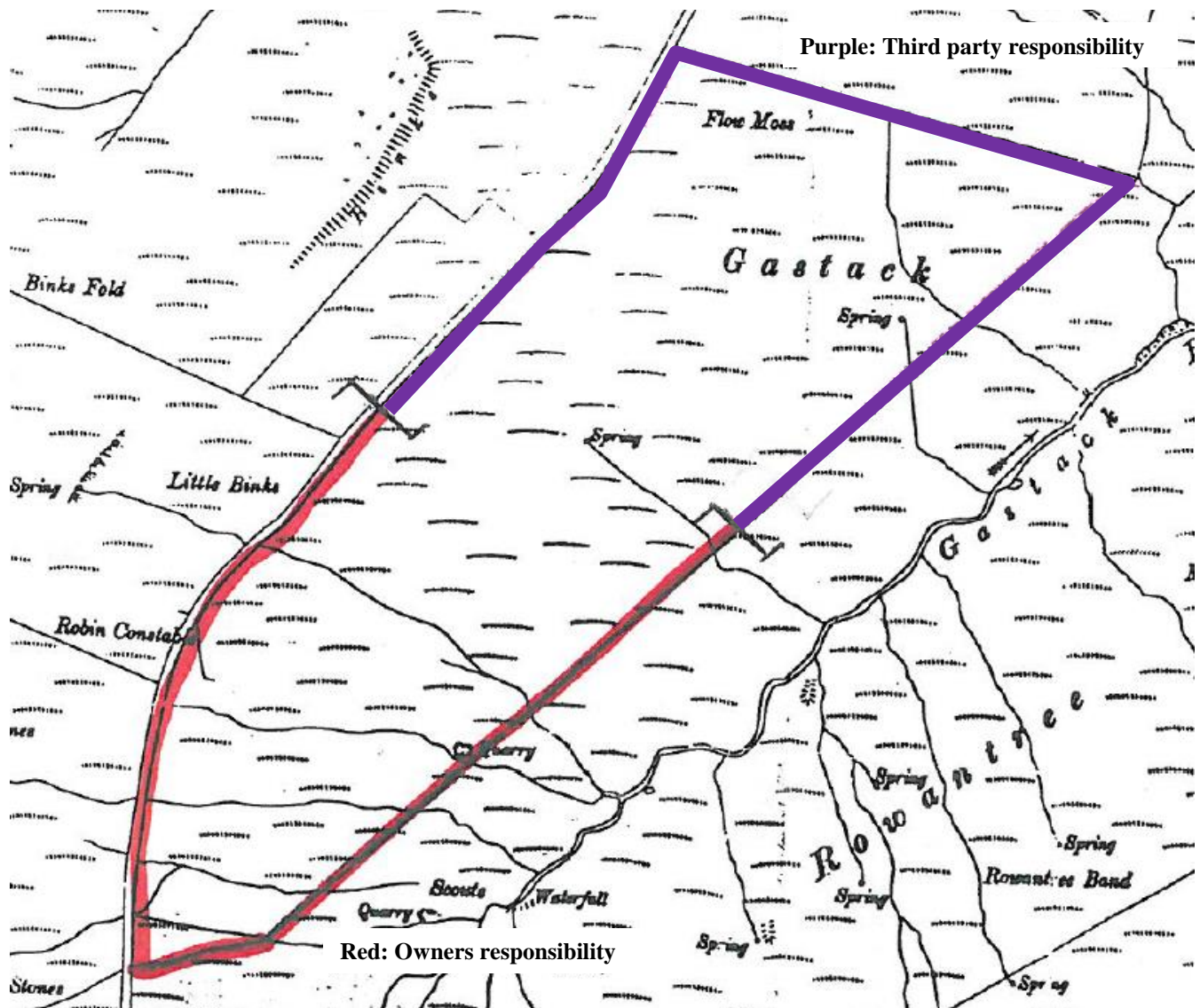
The property is freehold but subject to the grazing rights mentioned above.

LOCATION PLAN: (Land edged and shaded red, access via Occupational Road blue)



THIRD PARTY RIGHTS AND BOUNDARY RESPONSIBILITIES

A 3rd Party, Mr Clive Stanley , as successor to William Stanley has grazing rights for 54 Gaits on the land (as described above) but also is liable to maintain then boundaries of the land shown coloured purple on the plan below. The plan is taken from the 1989 court order regarding the matter and a copy of which is available for inspection at the selling agent's offices by prior appointment.



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:

South Lakeland District Council: South Lakeland House, Lowther St, Kendal LA9 4UF

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

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, subject to the 3rd party grazing rights.

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

**FORM OF TENDER
SUBJECT TO CONTRACT
GASTACK ALLOTMENT, DEEPDALE, DENT NEAR SEDBERGH.**

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:

£.....(.....) *In words.*

Is your offer subject to any additional conditions eg. planning ?

.....

.....

.....

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 '**GASTACK ALLOTMENT**' no later than **2pm on Tuesday 15th November 2022.**