

**LAND AT STAVELEY,
ADJACENT TO A591, STAVELEY, LA8 9QN**



**FOR SALE BY AUCTION
APPROXIMATELY 10.1 ACRES (4.08 HECTARES)
OF MEADOW & PASTURE LAND**

**AUCTION TO BE HELD AT CROOKLANDS HOTEL,
19th MAY 2022 at 7.30pm**

(Subject to conditions & unless sold previously)

**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

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.)

If you intend to bid at the sale please contact us before hand to register your interest and allow us to take some basic contact information as part of our due diligence.

VIEWING:

At any daylight hour with a set of particulars to hand.

LOCATION:

The land lies on the southern side of the A591 located between the two junctions leading into Staveley. If you are driving west on the A591 towards Bowness on Windermere you will pass the first turning off to Staveley on your right (Kendal Road). The land is on your left 500m further up the road. If you are driving east on the A591 towards Kendal you will pass your first turning into Staveley on your left (Danes Road). The entrance to the land will be on your right 1.5km after the turning onto Danes Road. There will be a Richard Turner and Son “For Sale” board visible from the roadside location at the entrance to the land.

The land is located 1.2 miles from the centre of Staveley, 5 miles from Bowness on Windermere and 5 miles from Kendal.

ACCESS

The land has direct access onto the A591 which is the main highway leading from Kendal and junction 36 of the M6 into Windermere and the Lake District.



ENTITLEMENTS:

There will be no Basic Payment Scheme Entitlements for sale with the land.

WATER & SERVICES:

The land benefits from a reliable natural water supply.



DESCRIPTION:

This land offers an excellent opportunity to purchase a productive block of meadow and pasture land in a desirable location. The land has good access and benefits from a reliable natural water supply. There is a hard-core area just as you enter the field that would lend itself very well to stables or an agricultural building of some kind subject to being granted appropriate permissions.

The vendor has not been claiming the Basic Payment Scheme subsidy on the land but the land would be eligible if you were able to meet the minimum land requirement for the RPA (5 Hectares). The land is not currently in any stewardship or environmental schemes.

For those interested in a change of lifestyle, getting into farming/agriculture, keeping horses or expanding an existing enterprise this 10.1 Acre block of land offers opportunities for all.

Overage Clause

There will be an overage clause applied to all the land for 50% of any increase in value due to planning permission for any use other than agricultural or equestrian uses this overage will last for 20 years from the completion date of the sale. To clarify, planning permissions being granted for agricultural or equestrian purposes will not trigger the overage clause.



Schedule

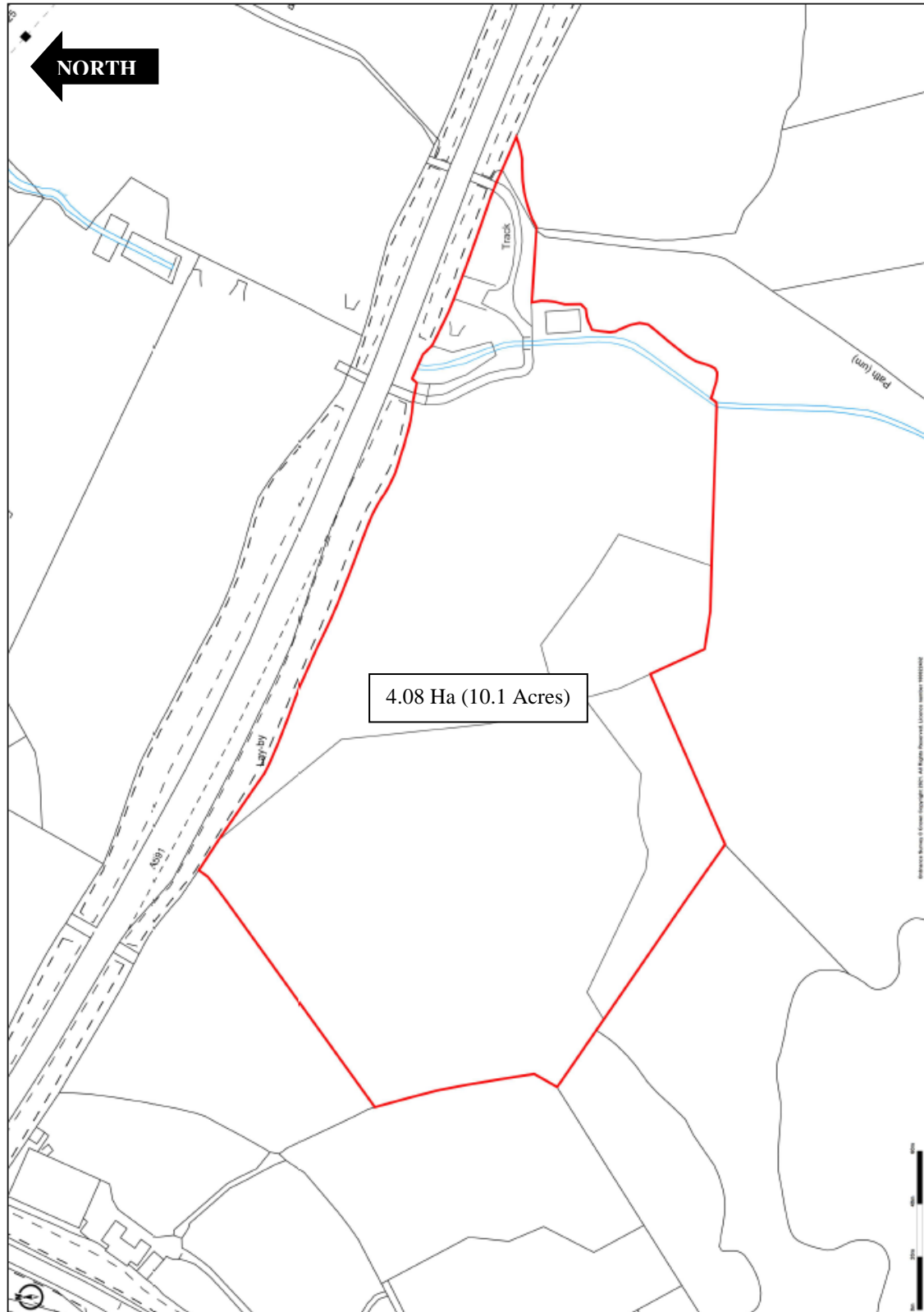
<u>Description</u>	<u>Parcel Number</u>	<u>Area (Ha)</u>	<u>Area (Acres)</u>
Grassland	SD4697 9951	1.98	4.9
Grassland	SD4797 1348	1.94	4.8
Grassland	SD4797 2449	0.16	0.4
Total		4.08	10.1



TENURE AND POSSESSION:

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

SALE PLAN:



LOCATION PLAN:



GENERAL REMARKS AND STIPULATIONS

LOCAL SERVICE AUTHORITIES:

SLDC - South Lakeland District Council Offices, South Lakeland House, Lowther Street, Kendal, Cumbria LA9 4DQ

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