

Preliminary particulars of sale of:

## **LAND AT ENNERDALE BRIDGE**

**An opportunity to acquire 5.21 acres (2.11 hectares) land suitable for agricultural, amenity and equestrian use**

**For sale by Private Treaty**



***Guide Price £30,000***

**Sole Selling Agents:**

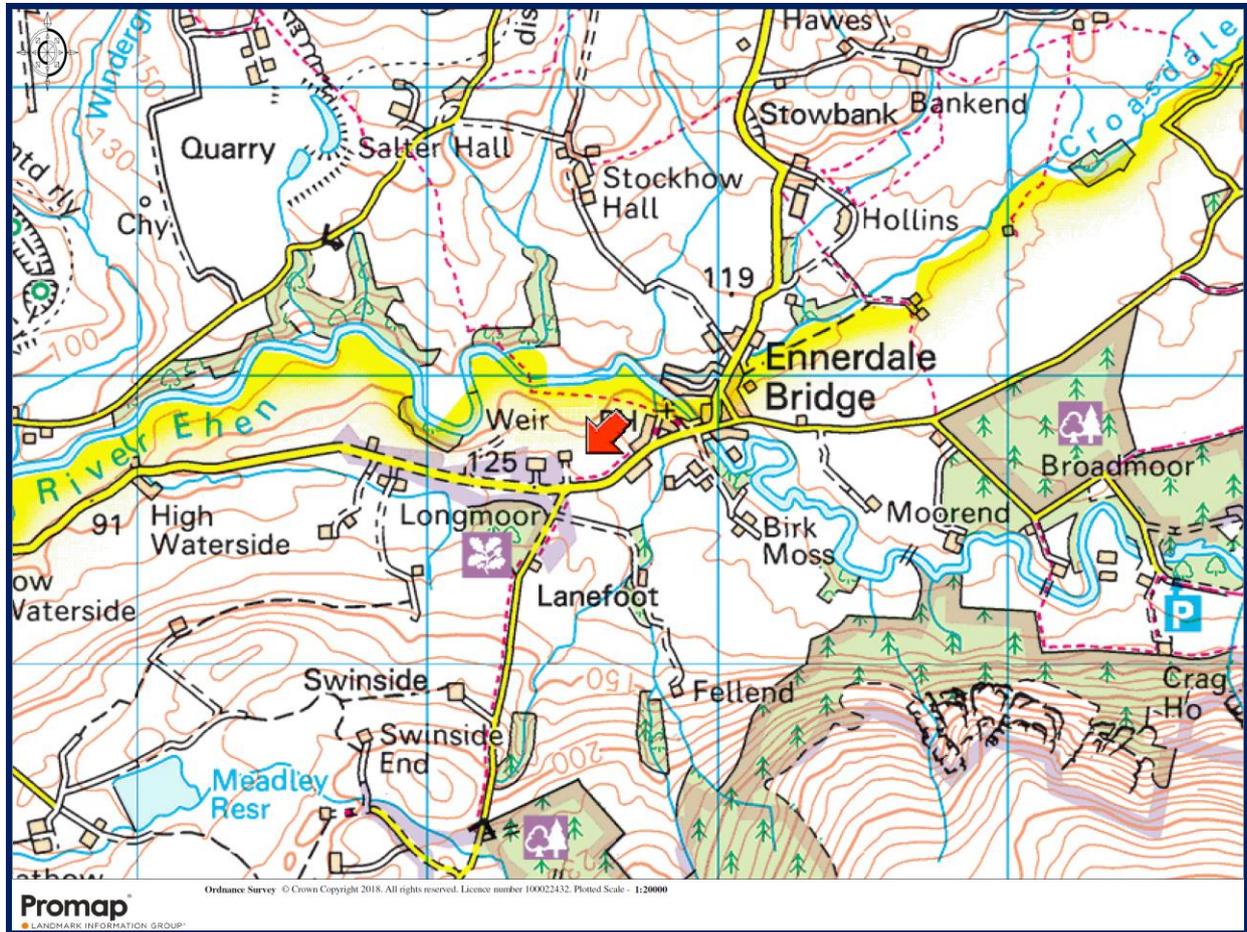
**Ian Wood  
Land Agency Dept.  
Mitchell's Auction Co. Ltd.  
Lakeland Livestock Centre  
Cockermouth  
CA13 0QQ  
Tel: 01900 822016  
Email: [info@mitchellslandagency.co.uk](mailto:info@mitchellslandagency.co.uk)**

**Solicitor:**

**Michael Sandelands  
HFT Gough & Co Solicitors  
38/42 Lowther Street  
Whitehaven  
Cumbria  
CA28 7JU  
Tel: 01946 692461  
[M.Sandelands@goughs-solicitors.com](mailto:M.Sandelands@goughs-solicitors.com)**

## LOCATION / DIRECTIONS:

The property is located immediately west of Ennerdale Bridge adjacent to the road leading to Longmoor Common and the 'Cold Fell' road. It is shown on the map below and on the Sale Plan attached at the end of these particulars. The land is also marked with 'For Sale' boards. For those using 'Sat Nav' systems input CA23 3AG. Its Grid Reference is NY065156.



## DESCRIPTION OF THE PROPERTY:

The property comprises a single 5.21 acre (2.11 hectare) enclosure of permanent pasture. It has the benefit of spectacular views of the fells to the south and lends itself to equestrian use. The land gently slopes and undulates and has hedgerow and woven wire fencing boundaries. The boundary between points 'A' and 'B' on the Sale Plan is unfenced but has been pegged out. The Purchaser will be responsible for erecting the fence (see 'Boundaries' section). A mains water supply will be made available by the current owner of the land (see 'Water Supply' section). Please note that the small shelter currently located on the property adjacent to the roadside boundary is not included in the sale and will be removed by the Vendor on or before completion. The property is shown edged red on the attached Sale Plan at the end of these particulars.

## VIEWING:

At any reasonable time during daylight hours provided a copy of these particulars is to hand.

## METHOD OF SALE:

The property is offered for sale by private treaty.

**TITLE:**

The property has freehold title and vacant possession will be given on completion. The property is sold subject to all existing burdens (covenants, wayleaves, rights of way, easements, quasi-easements, rights of access, ancient monuments, etc.) whether public or private and whether constituted in the title deeds or not. The purchasers will be held to have satisfied themselves as to the nature of such burdens and are advised to contact the Vendor's solicitor in order to do so: **Michael Sandelands, HFT Gough & Co Solicitors, 38/42 Lowther Street, Whitehaven, Cumbria, CA28 7JU. Tel: 01946 692461**

**DEVELOPMENT CLAWBACK & COVENANT:**

The property is being sold subject to a development clawback provision from a previous sale in 2008. Any increases in the value of the land within 50 years of the completion of that sale, which have resulted from the grant of planning permission for uses other agriculture, will trigger a payment by the purchaser (or any subsequent owner) to the previous owner, or its heirs, of 25% of the increase in value. There are De Minimis provisions intended to ensure that 'one off' planning consents/change of use where the increase in value is less than £10,000 are not subject to clawback.

The property is also being sold subject to a covenant limiting its use to agricultural, equestrian and amenity.

**WATER SUPPLY:**

A mains water supply will be made available to the Purchaser by the Vendor from retained adjacent property. The Purchaser will be required to install a sub-meter and the Vendor will charge the Purchaser for any water flowing through the sub-meter. Charges are to be based on standard United Utilities water rates and will include a portion of the standing charge for the water supply.

**MINERAL & SPORTING RIGHTS:**

Mineral rights are not included in the sale. Insofar as they are owned by the Vendor, sporting rights are included in the sale at no extra charge.

**BASIC PAYMENT SCHEME (BPS):**

There are no entitlements for sale either with the land or separately.

**BOUNDARIES:**

Responsibility for the maintenance of boundaries is indicated by inward facing 'T' marks on the Sale Plan and is from information provided by the Vendor. Where no mark is shown no further information is available.

The Purchaser will, within three months of completion and at their own cost, erect a new stock-proof post and woven-wire boundary fence between points 'A' and 'B' on the Sale Plan.

**ENVIRONMENT:**

The land is located within the Lake District National Park. In so far as the Vendor is aware, the property is not affected by any other environmental, historical, archaeological or other statutory designation.

**VALUE ADDED TAX (VAT):**

VAT will not be charged on the sale.

**DATE OF PREPARATION:**

June 2020.

## **IMPORTANT NOTICE**

Whilst every care has been taken in the preparation of these particulars, all interested parties should note:

1. The description and photographs are for guidance only and are not a complete representation of the property.
2. Plans are not to scale, are for guidance only and do not form part of a contract.
3. Services and appliances referred to have not been tested and cannot be verified as being in working order.
4. No survey of any part of the property has been carried out by the Vendor or the Sole Selling Agent.
5. All measurements have been taken using the following: Ordnance Survey data; the RPA Rural Land Registry maps; *Promap* mapping software; from scaled plans and by tape measure and therefore may be subject to a small margin of error.
6. Only those items referred to in the text of these particulars are included.
7. Nothing in these particulars or any related discussions forms part of any contract unless expressly incorporated within subsequent written agreement. These particulars do not form, nor form any part of, any offer of contract. Any contract relating to the sale of the property shall only be capable of being entered into by the Vendor's solicitor.
8. These particulars have been prepared in good faith and in accordance with the Consumer Protection from Unfair Trading Regulations 2008 to give a fair overall view of the property, but neither Mitchell's Auction Company Ltd nor the Vendor accepts any responsibility for any error that they may contain, however caused. Any intending purchaser must therefore satisfy himself by inspection or otherwise as to their correctness.
9. Neither Mitchell's Auction Company Ltd nor any of their employees has any authority to make or give any further representation or warranty in relation to the property.

