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Particulars of sale of:

Land off Braystones Road, Beckermeth
Cumbria, CA21 2YU

FOR SALE BY PRIVATE TREATY IN 2 LOTS

Good quality mowing and grazing Land

Lot 1 – 5.02 acres (2.03 ha) or thereabouts

Lot 2 – 19.95 acres (8.07 ha) or thereabouts



Introduction / Location:

The land lies on the western flanks of the village of Beckermet adjoining the northern side of the road leading from Beckermet to Braystones as shown on the attached sale plan.

Method of Sale

The property will be offered for sale by private treaty in two separate Lots. Offers are to be made in writing to Ian Ritchie Land Agents Ltd. The vendors reserve the right to sell the property without setting a closing date and therefore any potential purchasers are advised to register their interest with Ian Ritchie Land Agents Ltd. The vendors reserve the right to exclude any part of the property shown or generally amend the sales particulars. **All queries regarding the land should be made direct to Ian Ritchie Land Agents Ltd and not to the Owners.**

General Description

Both lots lie to the northern side of the Council Highway running from Beckermet to Braystones. The Land is sown down to permanent pasture and has been Let out under licence for a number of years.

Viewing

Prospective purchasers of the land may view on foot only at any reasonable daylight hour whilst in possession of a copy of these sales particulars.

Lot 1 extends to 5.02 acres (2.03 hectares) or thereabouts and lies in a single field enclosure. The property is bounded on its eastern flank by residential properties and has roadside frontage along its southern boundary. The field may hold long term development potential and therefore this Lot is sold subject to a clawback clause/ overage agreement. Please see paragraph headed **“Overage/clawback clause”** for further details. The what3words location of the access to the property is ‘export.puncture.crisp’ The vendor has confirmed that in the past a mains water supply was laid into the field but in recent times this has not been used. Therefore, any prospective purchasers should make their own enquiries with regards to the suitability of the water supply. Located within the field are two electricity pylons. We understand that both pylons are subject to various annual payments which currently produce approximately £700 of revenue per annum. The vendors have confirmed that they will retain any payments received prior to completion of sale with the wayleaves being transferred to the new owner after completion of sale. The purchasers will then be able to decide whether to continue receiving the annual wayleave payments or whether to convert the payments to a one-off lump sum payment. The prospective purchasers may wish to make enquiries to their own advisors regarding these payments.

Lot 2 extends to 19.95 acres (8.07 hectares) or thereabouts. The Land is sown down to permanent grass. The Lot has roadside frontage along its south eastern boundary onto the road leading from Beckermet to Braystones. Part of the western boundary of the Lot adjoins the River Ehen. We understand that a path runs along the north western boundary of Field 9541. The vendor has confirmed that in the past a mains water supply was laid into the field but in recent times this has not been used. Therefore, any prospective purchasers should make their own enquiries with regards to the suitability of the water supply. The what3words location of the access to the property is ‘succumbs.shams.stays’

General Remarks

Tenure

We understand that the title of the property is freehold. The land will be sold with the benefit of vacant possession.

Exchange of Contracts, Vacant Possession and Completion:

The purchaser(s) will be required to pay a 10% deposit of the purchase price on exchange of contracts. The deposit will be non-refundable in the event of the purchaser(s) being unable to complete a sale for any reason not attributable to the Vendors or their agent. Vacant possession will be given on completion which is to occur within 8 weeks from the date that an offer is accepted. If completion does not occur prior to the 8-week deadline the vendors will withdraw from the sale and re-offer the property to the under bidder.

Matters of Title

The property is sold subject to all existing burdens (covenants, rights of way, wayleaves, easements, drainage easements, rights of maintenance, ancient monuments, scheduled monuments, Sites of Special Scientific Interest etc) whether public or private and whether constituted in the title deeds or not. The purchaser(s) will be held to have satisfied themselves as to the nature of such burdens and are advised to contact the Vendors Solicitors on any matters arising.

Ingoings

There are to be no ingoing claims effecting the property.

Boundary Maintenance

The maintenance liability for the property is shown in the usual manner with inward facing "T" marks denoting liability. Where no "T" marks exist, the responsibilities are not known.

Overage/Clawback Clause

Lot 1 is to be sold subject to an overage/clawback clause. A payment of 20% of the increase in value of the property above agricultural value will be payable to the vendors. The clause is to last for 25 years from the date of completion of the sale. The trigger for the overage will be on grant of planning approval or at the point of any material change of use of the land. The overage clause would not be triggered by the construction of an agricultural building but would be by any type of house or for a change of use away from agriculture. Further details on the clause will be available from the vendors solicitors by specific request.

Basic Payment Scheme (BPS) / Entitlements

There are no Basic Payment Scheme entitlements included within the sale.

Purchaser Registration

As part of the Anti-Money Laundering Regulations relating to the sale of property, we as selling agents are obliged to carry out Customer Due Diligence checks on any potential purchaser prior to a transaction being completed. Anyone wishing to offer to purchase the property must provide us with proof of their identity prior to an offer being made.



Important Notice

These particulars have been prepared in all good faith without responsibility on the part of the agents or their clients to give a general guide only as to the property. Nothing contained herein must be relied upon as a statement or representation of fact. These particulars do not form any part of an offer or contract and neither the agent nor their employees have any authority to make or give any representations or warranties whatsoever in relation to this property. We have not tested any services, appliances or installations nor carried out a survey. Areas, measurements or distances are given as a guide only and are not precise. Only specific items referred to are included. Intending purchasers must satisfy themselves by inspection or otherwise as to the correctness of these particulars and no responsibility can be accepted for any loss or expense incurred in viewing. If any points are particularly relevant to your interest, please ask for further information. The vendors reserve the right to sell the property without notice.

Land at Beckermet	Field Number	Hectares	Acres
Lot 1	4753	2.03	5.02
TOTAL		2.03	5.02
Lot 2	1839	4.52	11.17
	0136	2.61	6.45
	9541	0.85	2.10
	8826	0.09	0.23
TOTAL		8.07	19.95

Solicitors

If you require any information of a legal nature, please contact Holly Berwick at:

Cartmell Shepherd Solicitors
4 Main Street
Cockermouth
CA13 9LQ
Tel: 01900 876123
Email: holly.berwick@cartmells.co.uk

Sole Agents

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Particulars prepared: July 2022

Land at Braystones Road, Beckermat CA21 2YU

