

**Strictly Private & Confidential**  
To Whom It May Concern

Our ref: PER005.52.24

Your ref:

Date: Date as postmark

Dear Sir / Madam

**LAND NORTH OF BRIERY BANK, ARNSIDE  
CLOSING DATE**

Thank you for your interest in the land at Briery Bank. I can confirm that a closing date has been set. Please submit offers no later than:

**12 noon on Friday 11<sup>th</sup> October 2024**

Offers should be completed on the accompanying tender form and emailed to [sales@drrural.co.uk](mailto:sales@drrural.co.uk) or posted to Davidson & Robertson, Suite 7M Lakeland Business Park, Lamplugh Road, Cockermouth, CA13 0QT.

Please ensure that all offers are marked 'Briery Bank Offer – Private and Confidential' which will ensure offers remain unopened until the closing date.

The Vendor is not bound to accept the highest or indeed any offer. Please also note that any areas and plans are to be treated as indicative and for illustration purposes only.

Should you have any queries, please do not hesitate to get in touch with Nathaniel Walton ([nw@drrural.co.uk](mailto:nw@drrural.co.uk))

Yours Faithfully

pp



Davidson & Robertson  
Tel: 01900 268633



Davidson & Robertson is the trading name of Davidson & Robertson Ltd.  
Registered in Scotland No. 270490.  
Letting Agent Registration No. LARN1904065.  
VAT No. 806525144.  
Registered office: Riccarton Mains, Currie, Edinburgh, EH14 4AR.  
A list of Directors available on request.  
Offices across Scotland and Northern England.



**LAND NORTH OF BRIERY BANK,  
ARNSIDE, CARNFORTH, CUMBRIA LA5 0DZ**

SUBJECT TO CONTRACT

TENDER FORM

To be emailed to [sales@drrural.co.uk](mailto:sales@drrural.co.uk) or posted to Davidson & Robertson, Suite 7M, Lakeland Business Park, Lamplugh Road, Cockermouth, CA13 0QT

By no later than

**12 NOON ON FRIDAY 11<sup>TH</sup> OCTOBER 2024**

<b>Name(s)</b>	
<b>Address</b>	
<b>Telephone</b>	
<b>Email</b>	
<b>I / We submit the following offer (£)</b>	
<b>My / Our offer is</b>	<div><input type="checkbox"/> <b>Cash purchase</b></div> <div><input type="checkbox"/> <b>Subject to finance</b></div> <div><input type="checkbox"/> <b>Subject to sale of other property</b></div> <div>Please tick as applicable</div>
<b>Agent details (if applicable)</b>	



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<b>Proof of funds</b>	<b>Please provide proof of funds as an attachment</b>
<b>Solicitor</b>	<b>Name</b>  <b>Address</b>  <b>Email</b>  <b>Telephone</b>
<b>Other</b>	<b>Please enter any special conditions of your offer e.g. overage</b>

Signed .....

Dated .....

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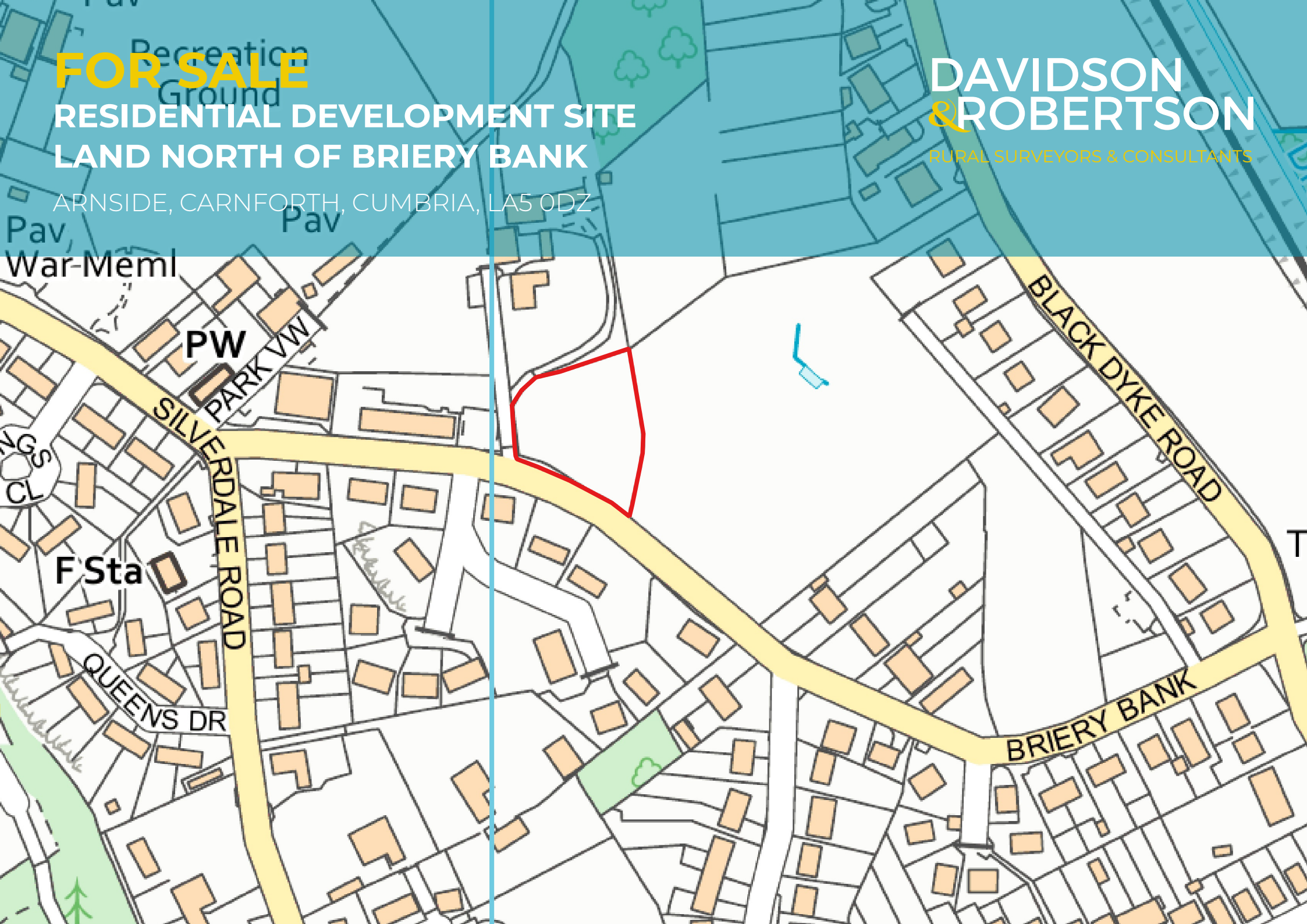
**FOR SALE**

**RESIDENTIAL DEVELOPMENT SITE  
LAND NORTH OF BRIERY BANK**

ARNSIDE, CARNFORTH, CUMBRIA, LA5 0DZ

**DAVIDSON  
& ROBERTSON**

RURAL SURVEYORS & CONSULTANTS





# Residential Development Site Land North of Briery Bank, Arnside

Arnside, Carnforth, Cumbria, LA5 0DZ

A rare opportunity to acquire a small scale greenfield development site in Arnside with consented outline planning permission for 8 residential units under application SL/2022/0062. The site extends to approximately 0.70 acres (0.28 hectares).

- Benefits from outline planning permission for 8 residential units.
- Located in the Arnside & Silverdale National Landscape.
- Located near the Lake District and Yorkshire Dales National Park.
- Good roadside access.
- 0.70 Acres (0.28 hectares) site.
- Sold with Vacant Possession.

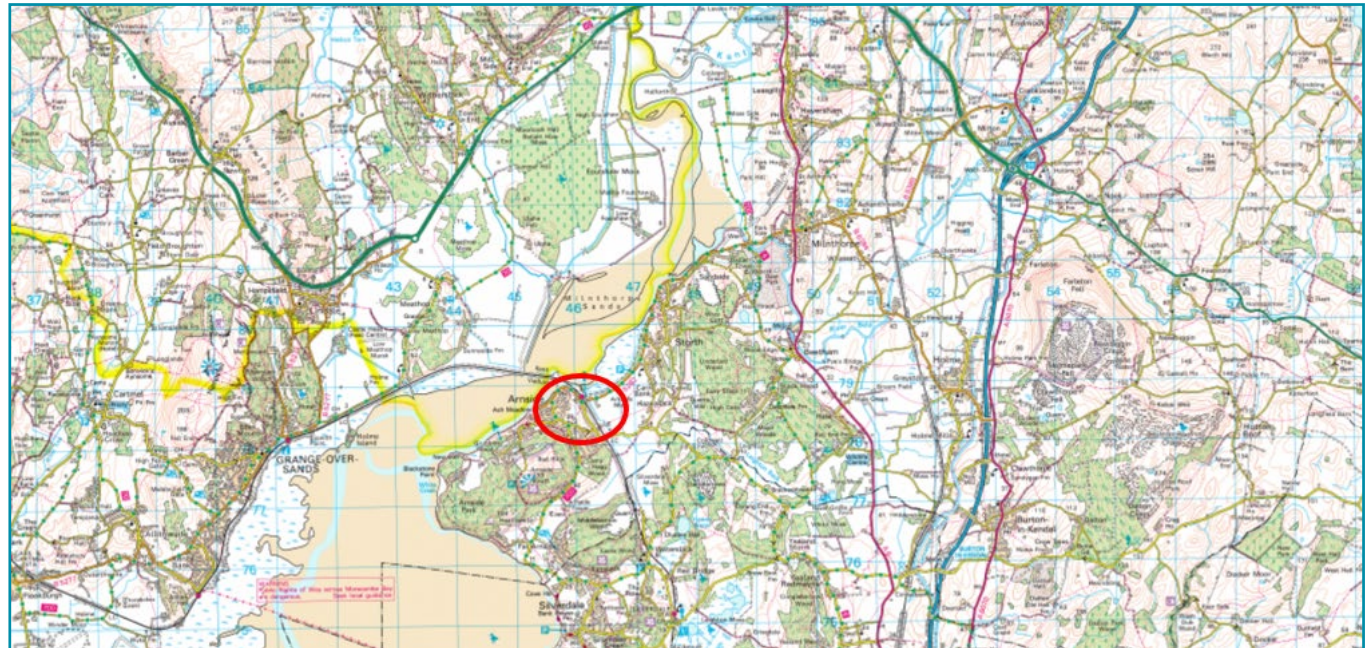
**For sale as a whole by Private Treaty**

## Selling agents

### Davidson & Robertson

7M Lakeland Business Park  
Cockermouth  
Cumbria  
CA13 0QT

Tel: 01900 268 633  
Email: [sales@drrural.co.uk](mailto:sales@drrural.co.uk)  
Web: [www.drrural.co.uk](http://www.drrural.co.uk)



### Situation

The site is situated in the attractive seaside village of Arnside in Cumbria. Arnside is a former fishing port which has retained many of its original features with the town having a plethora of historic buildings. The wider area is well known for its flora and fauna especially at the nearby National Trust owned Arnside Knott.

Arnside is located close to Morecambe, Lancaster and Kendal making it well placed for commuters with these nearby towns and city offering a wide range of amenities and services.

Kendal – 12 miles  
Lancaster – 16 miles  
Morecambe – 18 miles

### Directions

Access is taken via a track directly off Briery Bank Road.

### What3Words

///spent.merge.wheat

### Description

The site is located in the southeast of Arnside and is approximately 0.7 acres (0.28 Hectares) in total. The greenfield site is predominantly grassland with shrubs in places and has historically been used as an orchard. The site is bounded by a stone wall and hedges and lies adjacent to Briery Bank Road.

We understand that the site has been allocated for residential development within the Arnside & Silverdale Area of Outstanding Natural Beauty Development Plan Document. The site has also been granted outline planning permission for 8 residential dwellings with a 50% affordability requirement under application number SL/2022/0062. Further details can be found on the planning portal.

### Planning

The planning history with regards to the site can be provided upon request. Prospective purchasers should make their own investigations into the planning consents with Westmorland & Furness Council and seek professional advice.

We have made no enquiries to the local authority and assume the current use is legal. It may be that the other uses for the site could be commercial, residential or mixed-use including retail. Prospective Purchasers should make their own enquiries accordingly and any such use would be dependent on obtaining the relevant permissions.

In the first instance interested parties are asked to register their interest with the selling agents who will be able to provide an electronic link to view the technical information relating to the planning permission.



### S106

As part of the outline planning application a S106 agreement has been entered into for the site. This agreement includes two conditions.

1. Provision of 50% affordable housing.
2. Offsite Biodiversity Net Gain Provision – Payment of £3,000 to Cumbria Wildlife Trust for works at Foulshaw Moss Nature Reserve.

Full details can be found on the planning portal.

### Sporting Rights

Any sporting rights are included in the sale in so far as they are owned.

### Mineral Rights

To the extent they are included within the vendor's title.

### Services

It is up to prospective interested parties to make their own enquiries with regards to services for the property. It may be that connection(s) are reserved in favour of the Owners retained property as part of any agreement should the Owners wish to retain any part of the Property. Please note it is the Owners intention to sell the Property as a whole.

### Solicitor

Adrian Hicks,  
Persimmon Legal Services  
Persimmon House,  
Fulford,  
York,  
YO19 4FE  
Telephone: 01904 642199  
Email: adrian.hicks@persimmonhomes.com

### Local Authority

Westmorland and Furness Council  
Town Hall,  
Corenly Square  
Penrith  
Cumbria  
CA11 7QF  
Telephone: 0300 373 3300

### Plans, Areas and Schedules

These are based on the Ordnance Survey and Title Deeds and are for reference only. They have been carefully checked and computed by the selling agents and the purchaser shall be deemed to have satisfied themselves as to the description of the property and any error or mis-statement shall not annul the sale nor entitle either party to compensation in respect thereof.



### Viewing

By strict appointment with the Selling Agents: Davidson & Robertson Rural. Telephone 01900 268633 or via email NW@dr rural.co.uk All viewings are to be arranged with the selling agents.

### Date of Entry

By mutual agreement.

### Deposit

A deposit of 10% of the purchase price will be payable on exchange of contracts. This will be non-refundable in the event of the transaction failing to reach completion for reasons not attributable to the vendors or their agents.

### Method of Sale

The Property is offered for sale by Private Treaty. Offers should be submitted to sales@dr rural.co.uk or to Suite 7M, Lakeland Business Park, Cockermouth, Cumbria, CA13 9UQ. Should an offer be submitted to the office address please also confirm via telephone or email. The Vendor reserves the right to change the method of sale, sell the property without any prior notification or change the closing date. Prospective purchasers are therefore advised to register their interest with the selling agents, following an inspection and having carried out suitable due diligence with regards to the subjects. The Vendor and their agents reserve the right to exclude, withdraw or amalgamate any of the land shown at any time. The Vendor and their agents also reserve the right to generally amend the particulars of sale.

The agents also reserve the right to conclude negotiations by any other means at their discretion and a degree of flexibility is available to prospective purchasers. A closing date for offers may be fixed. Prospective purchasers who have notified their interest through the selling agents, in writing, will be advised of any closing date, unless the property has been sold previously. The Vendor is not bound to accept the highest or indeed any offer, or go to a closing date.

### Offers

All offers should be submitted to the selling agent, along with the relevant Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017, to the Selling Agent.

Offers and expression of interests from developers and investors are welcomed, this may include outright purchase, option or joint venture. Please contact the Selling Agent for more information.

### Third Party Rights and Easements

The subjects are sold together with and subject to all existing rights of way, easements, wayleaves and others, whether contained in the Title Deeds or otherwise, and purchasers will be deemed to have satisfied themselves in all respects thereof.

### Particulars and misrepresentation

These particulars are produced for the guidance of prospective purchasers and although they are intended to give a fair description of the property they do not constitute or form any part of an offer or contract. Intending purchasers must satisfy themselves by inspection or otherwise. Any measurements or distances referred to should be considered as approximate. No responsibility can be accepted for any expenses incurred by intending purchasers in inspecting a property that has been sold or withdrawn.

### Important Notice

Davidson & Robertson for themselves and for the Vendor(s) or Lessors(s) of the property described in these particulars, whose agents they are, give notice that

1. These particulars are produced in good faith as a general outline only and do not constitute, nor constitute part of, any offer or contract.
2. No person in the employment of Davidson & Robertson has any authority to make or give any representation or warranty whatsoever in relation to this property or these particulars, nor to enter into any contract relating to this property on behalf of the Agents, nor into contract on behalf of the Vendors.
3. It is the responsibility of any prospective purchaser or lessees to satisfy themselves as to the accuracy of any information upon which any prospective purchaser or lessee relies on in making an offer or bid. The making of any offer or bid for this property will be taken as an admission by the prospective purchaser or lessee that he has relied solely upon his own personally verified inspection and enquiries. No responsibility can be accepted for loss or expense incurred by prospective purchasers in viewing the property or in the event of any property being sold or withdrawn.

4. All descriptions, dimensions, references to condition and other details are given without responsibility and should not be relied on as statements of fact and prospective purchasers must satisfy themselves by inspection or otherwise as to the correctness of each of them. Descriptions of the property are subjective and are published as opinions and not statements of fact. They are not intended to be binding on the Vendors of their Agents.

5. Nothing in these particulars is to be regarded as a statement that the property is in good structural, agricultural or horticultural condition, nor should any statement be taken as a warranty to be implied that any services, appliances, equipment, installations or facilities on the property are in good working order. Prospective purchasers should satisfy themselves as to the condition of all such matters.

6. The Purchaser(s) shall be deemed to acknowledge that they have not entered into an agreement to purchase in reliance on any statement contained in these particulars, that they have satisfied themselves as to the content of each such statement by inspection, enquiry or otherwise and that no warranty or representation has been made by the Vendors of their Agents in respect of the property.

7. Any error, omission or mis-statement in these particulars or any correspondence relating thereto shall not entitle the Purchaser to rescind or to be discharged from any Agreement to Purchase nor shall it entitle either party to compensation or damages, or give either party any cause of civil action.

8. The property is sold with all faults and defects whether of condition or otherwise and neither the Vendors nor their Agents will be held responsible for such faults and defects.

9. The photographs printed in these particulars show only certain parts of the property and they were not necessarily taken when the particulars were produced.

10. Where any reference is made to planning permissions or potential uses, such information is given by the Vendor and their Agents in good faith. Prospective purchasers should make their own enquiries with the Local Planning Authority into such matters.

11. These particulars have been prepared in good faith and in accordance with relevant legislation at the time of writing.

Particulars prepared – May 2024

Photos taken – January 2024

# DAVIDSON & ROBERTSON

RURAL SURVEYORS & CONSULTANTS

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 DR Rural  davidson-robertson  Davidson\_and\_robertson  
[www.drrural.co.uk](http://www.drrural.co.uk)