



Land at Underleigh Farm, Butterleigh

Eight parcels of pastureland and amenity woodland extending to approximately 56.99 acres (23.06 hectares) set in an accessible location with breath-taking views of Devon's rolling countryside. For sale by Public Auction and via Livestream on Thursday 20 June at 2:00pm at the Digby Hall, Hound Street, Sherborne DT9 3AB

Guide Price
£475,000*
Freehold

**Symonds
& Sampson**

Land at Underleigh Farm

Butterleigh, Cullompton, Devon EX15 1PJ

**For sale by Auction on Thursday 20 June 2024 at 2:00pm at
Digby Hall, Hound Street, Sherborne DT9 3AB**

Please visit our website to download the legal documents or register to bid.

- 51.62 acres of well managed productive pastureland
- 5.37 acres of amenity woodland and small pond
- Arranged in 8 parcels
- Bordered by mature hedgerows and tree lined with stock proof fencing
- Hardcore track access
- Practical ring-fenced block
- Situated on the outskirts of Butterleigh
- Grade 3 Agricultural Land

Viewing strictly by appointment through calling the
Symonds & Sampson Tiverton office on
01884 218911





The Land

Predominately level and gently sloping pastureland with small areas of woodland and water meadows arranged in 8 parcels extending to 56.99 acres (23.06 hectares) with direct access from a well-maintained track, accessible from the highway. The soil is freely draining slightly acid loamy soils and is classified as Grade 3 on the Agricultural Land Classification Map. The majority of land is enclosed by mature hedge and tree line boundaries with stock proof fencing. The land is situated in an attractive rural area enjoying unspoilt views of the Burn Valley and picturesque Devon countryside.

Situation

The land is situated in a secluded yet easily accessible position on the outskirts of Butterleigh. Tiverton town centre is approximately 3.2 miles east and is well served by retail, recreational and educational facilities. The city of Exeter is 15 miles south and Junction 27 of the M5 is approximately 4 miles away. The land is in close proximity of good nearby road links including the A361 and M5.

Rights of Way

There is a Public Rights of Way in line with the northern boundary within the southern field located beside the track. The access track identified as 'brown' on the plan will remain in the vendors ownership. The purchaser will be granted rights of way over the track.

Designations

No statutory designations.

Agricultural Schemes

The land is entered into an Environmental Stewardship Agreement. Further details available from the selling agents. Any delinked payments will be retained by the seller.

Basic Payment Scheme

No BPS entitlements or de-linked payments included in the sale.

Sporting

Sporting rights are in hand and included in the sale. The Vendor reserves the right to rear and release game birds and stand on peg.

Services

Private spring water connection.

Local Authority

Mid Devon County Council
Pheonix House, EX16 6PP
01884 255255

Directions

From the centre of Butterleigh, pass The Butterleigh Inn which will be on the right hand side, follow the road until you approach a T Junction and take a left. Continue this road and immediately take the first right. Follow this road for approximately 0.5 miles, once passed Butterleigh Mill Farm the entrance lane to Underleigh Farm will be 0.1 miles away on the right. *What3words ///drivers.typhoon.flagging*

Tenure

Freehold with vacant possession upon completion

Solicitors

Tozers
Exeter EX1 1UZ
01392 207020 k.bolt@tozers.co.uk

Viewing

Viewing by prior arrangement with the sole agents on 01884 218911. Please note horses are present.

Agents Note

Potential purchasers are strongly advised to fully consider the content of the legal pack which provides further details.

Auction Conditions of Sale and Notes

For full details please refer to the auction catalogue available online at <https://www.symondsandsampson.co.uk/auctions/property-auctions>

Legal and Information Pack

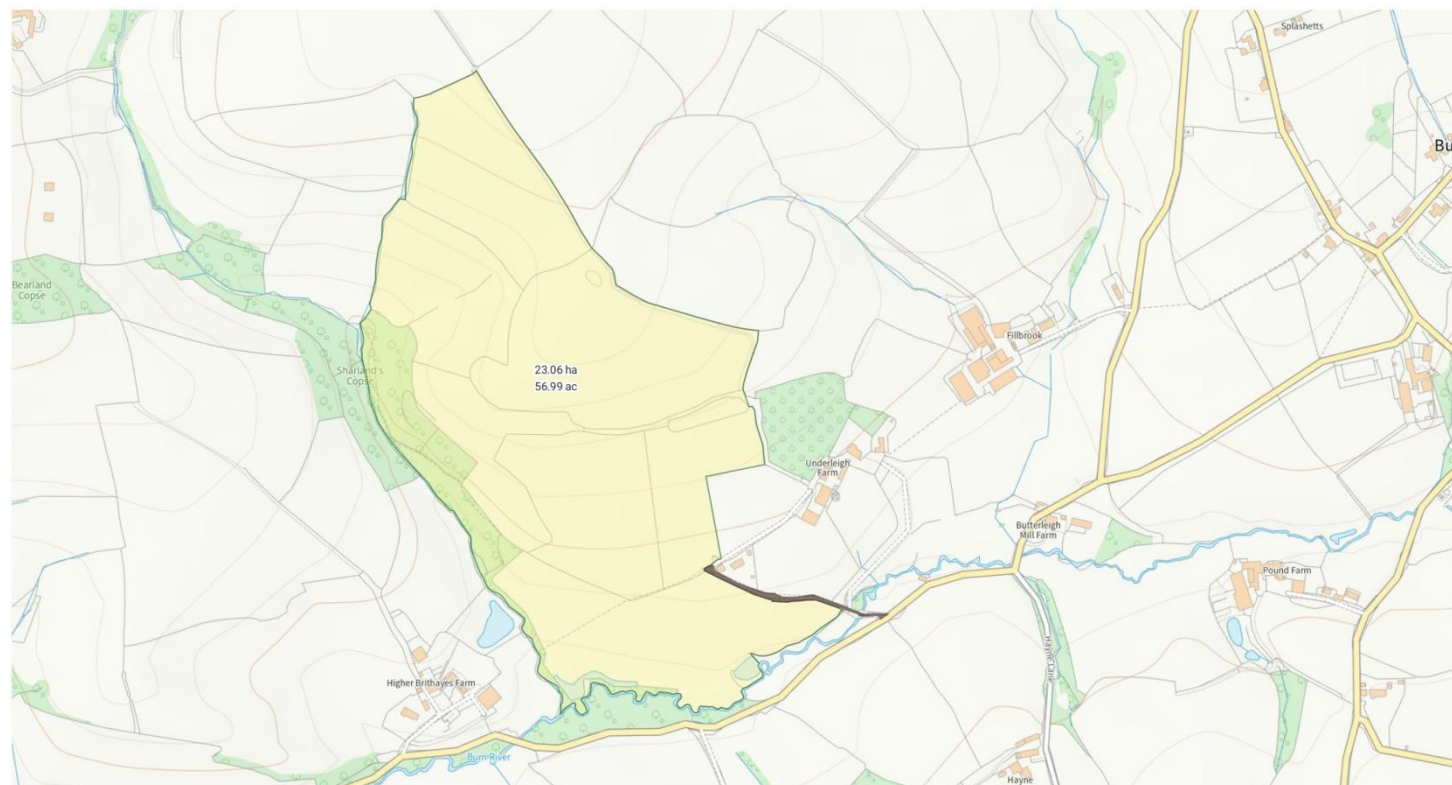
A full legal pack can be purchased online. Please telephone the office below to check availability. **We strongly recommend you instruct a solicitor to inspect the legal pack on your behalf.**

* Guides are provided as an indication of each seller's minimum expectation. They are not necessarily figures which a property will sell for and may change at any time prior to the auction. Each property will be offered subject to a Reserve (a figure below which the Auctioneer cannot sell the property during the auction). The reserve price is not disclosed and remains confidential between the seller and the auctioneer. Both the guide price and the reserve price can be subject to change up to and including the day of the auction. The 'Reserve Price' may exceed the 'Guide Price' listed. If so, it is customary for the 'Reserve Price' to exceed the guide price by no more than 10%.

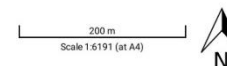
Additional Fees

- The successful purchaser will be required to pay the Auctioneers a Purchaser's Administration Fee of £1200 (£1000 plus VAT) payable to Symonds & Sampson. For purchases of £50,000 or less the Administration fee will be £900 (£750 plus VAT). If two or more lots are offered together in the first instance, or lots are purchased under one contract, the administration fee will apply per lot and not per contract. The charge will apply to lots bought prior to and post auction.
- In the event of non-payment or underpayment a deduction will be made from the deposit received. A VAT receipt will be issued in the name of the buyer.
- Disbursements – Please see the legal pack for any disbursements listed that may become payable by the purchaser.

SSS/01/01/24



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IMPORTANT NOTICE: Symonds & Sampson LLP and their Clients give notice that:

1. They have no authority to make or give any representations or warranties in relation to the property. These particulars do not form part of any offer or contract and must not be relied upon as statements or representations of fact. 2. Any areas, measurements or distances are approximate. The text, photographs and plans are for guidance only and are not necessarily comprehensive. It should not be assumed that the property has all necessary Planning, Building Regulation or other consents, and Symonds & Sampson have not tested any services, equipment, or facilities.



SURVEYS

VALUATIONS

PLANNING

LETTINGS

Auction Notes

Prospective buyers are strongly advised to take note of the advice and information given in these important notes.

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3. This catalogue contains details about properties being sold at auction. The vendors reserve the right to sell their properties prior to auction and these details can be subject to change up to and including the day of the auction. Please check our website regularly at: www.symondsandsampson.co.uk and look out for any additional materials available on the day of the auction, in order to ensure you have all the up to date information.

Plans and Measurements

All room sizes, site measurements and distances are approximate and may have been scaled from architects, Land Registry or Ordnance Survey plans. They are there to assist buyers in identifying the lots offered and not guaranteed to be to scale or to indicate the full extent of the property being offered. Buyers are advised to view the Special Conditions and full legal documentation in respect of the precise interest to be sold.

Each lot will be sold in accordance with the title documentation as the location plans shown in the catalogue are for identification purposes only. Interested applicants should make their own site inspections and investigations with regard to the accuracy of all measurements given in the catalogue.

VAT

Prospective buyers should satisfy themselves as to whether VAT is chargeable on the price prior to the auction from the seller's solicitors.

Tenure

Freehold and vacant possession will be given on completion unless otherwise stated.

The Guide Price

is an indication of the seller's current minimum acceptable price at auction. It is given to assist consumers in deciding whether or not to pursue a purchase. It is usual, but not always the case that a provisional reserve range is agreed between the seller and the auctioneer at the start of marketing. As the reserve is not fixed at this stage and can be adjusted by the seller at any time up to the day of the auction in the light of interest shown during the marketing period, a guide price is issued. A guide price is different to a reserve price (see below). Both the guide price and the reserve price can be subject to change up to and including the day of the auction.

The Reserve Price

is the seller's minimum acceptable price at auction and the figure below which the auctioneer cannot sell. The reserve price is not disclosed and remains confidential between the seller and the auctioneer. Both the guide price and the reserve price can be subject to change up to and including the day of the auction. The 'Reserve Price' may exceed the 'Guide Price' listed. If so, it is customary for the 'Reserve Price' to exceed the guide price by no more than 10%.

Purchaser's Administration Fee

The successful purchaser will be required to pay to the Auctioneers a Purchaser's Administration Fee of £1,200 (including VAT) payable to Symonds & Sampson. For purchases of £50,000 or less the Administration fee will be £900 (£750 plus VAT). If two or more lots are offered together in the first instance, or lots are purchased under one contract, the administration fee will apply per lot and not per contract. The charge will apply to lots bought prior to and post auction. In the event of non-payment or underpayment a deduction will be made from the deposit received. A VAT receipt will be issued in the name of the buyer.

Disbursements

Please see the legal pack for any disbursements listed that may become payable by the purchaser on completion.

Viewings

Should you wish to inspect a lot please arrange for an appointment with the Auctioneers. Prospective buyers view all lots entirely at their own risk and neither the Auctioneers, or the Sellers take responsibility for any damage or injury, however caused. It is advisable to wear appropriate footwear and clothing as some buildings, particularly those for refurbishment, may have uneven floors or missing floorboards. It may, in some cases, be advisable to bring a torch as electricity is not serviceable for safety reasons. We do not guarantee to attend viewings where appointments have not been confirmed.

Professional Advice

We strongly recommend that all prospective buyers take independent legal and where appropriate other professional advice.

Legal Documents

All legal documents supplied to us, including Special Conditions of Sale, title details, leases, searches, planning permissions and plans, will be available for inspection prior to the auction. The legal documents can be downloaded from symondsandsampson.co.uk/auctions/future-property-auctions at a cost of £12-£24 including VAT.

Contract

The Contract will be subject to the Particulars, General and Special Conditions of Sale, stipulations and notes which may be issued before the sale.

Insurance

You may need to insure the property at the fall of the hammer. Please check the legal pack or with the seller's solicitor.

Identification

In compliance with Money Laundering Regulations all successful bidders are required to provide verified photographic identification and evidence of residency for all named buyers when signing the Sale Memorandum.

Deposit

Deposits of 10% of the purchase price (or £2,000, whichever is the greater) are payable on the fall of the hammer. Deposits can be paid by cheque which, unless otherwise stated, should be made payable to the Solicitor for the Seller or by debit card. Please ensure that you have adequate funds in the appropriate account. Cash is not accepted. Please be aware that you may be required to provide evidence of the source of funds to the solicitor upon purchase.

Conditions of Sale

All Lots are sold subject to the Common Auction Conditions, the General Conditions of Sale for Online Unconditional (Immediate Exchange) Property Auction and all Legal Documentation.

Registration of Interest

Prospective buyers are strongly advised to register their interest in specific lots. If you do this, we will make every reasonable effort to inform you of any changes.

Withdrawals and Sales Prior

There is always the possibility of last minute withdrawals or sales prior. Please ensure you have registered your interest and we will endeavor to contact you if the lot is withdrawn or likely to be sold prior to the auction.

Registering to bid

Whether you wish to bid online, by telephone, by proxy or in the room, please register online via the link on our website www.symondsandsampson.co.uk/auctions/property-auctions or you can complete the form at the back of this catalogue and send via email to auctions@symondsandsampson.co.uk. You will be required to provide copies of proof of identification and proof of address as part of the registration process and will not be authorised to bid without these.

Telephone bidding

We have a limited number of telephone bidding facilities available on most lots, but we must have completed paperwork at least 24 hours before the auction day. We cannot guarantee that every request to bid by telephone will be possible.

Proxy Bidding

We strongly recommend registering to bid online but when this is not possible, you may make a proxy bid authorising the Auctioneer to bid on your behalf up to a pre-set limit. This must be **by prior arrangement at no later than 24 hours prior to the auction**. Bidding forms must be received not less than 24 hours prior to the start of the auction to ensure that there is time for the bid to be processed. **We cannot guarantee to process bidding forms which are received later than 24 hours before or on the morning of the auction.**

Auction Terms and Conditions

- 1.** Intending purchasers must complete bidder registration via Essential Information Group Auction Passport or fill in the appropriate bidding form ensuring that all sections are completed. Failure to complete any part of the appropriate form may render the instructions ineffective or result in your registration not being approved. Copies of all relevant bidder's/purchaser's identification must be provided prior to the start of the auction. No responsibility is taken by the auctioneers for unprocessed registrations received later than 24 hours prior to the auction.
- 2.** Maximum bids for proxy or telephone bidders must be for an exact figure, rounded to the nearest £1,000, and any reference to a bid to be calculated by reference to other bids will not be acceptable. In the event of there being any confusion as to the maximum bid, the auctioneer reserves the right to refuse a bid on behalf of the prospective bidder.
- 3.** All bidders registered via Auction Passport must authorise a £10,000 security hold on a debit card as part of the registration. Those submitting bidding forms will be required to provide card details for security. If you are successful, the £10,000 hold will be deducted from your account and put towards the 10% deposit. If you are unsuccessful, the hold on your card will usually be removed within 5 working days. When the 10% deposit is taken, you will also be required to pay a Buyer's Administration Fee of £1,200 (£1,000 + VAT). In some cases, this figure may be higher and if so, will be stated in the addendum. For lots with a purchase price below £50,000, the Buyer's Administration Fee will be £900 (£750+VAT). Payments can be made either by BACS or debit card and must be made on the day of the auction. The Buyer's Administration Fee is payable on all lots sold at auction, prior to the auction, or post-auction. If the successful bidder fails to provide the required deposit and buyers administration charge, then Symonds & Sampson LLP and/or their seller reserves its rights to pursue the winning bidder via all legal means necessary for the deposit and the buyer's administration charge and any associated losses and interest as applicable.
- 4.** The auctioneer, in accepting remote bids, acts as agent for the prospective bidder/purchaser who shall be considered to have authorised the auctioneer on the basis of all relevant conditions of sale and any amendments to the auction particulars. In the event of the prospective purchaser's bid being successful, the auctioneer or any duly authorised partner or employee of Symonds & Sampson LLP is authorised by the bidder and purchaser to sign any Memorandum of Sale or Sale Contract relating to the property concerned incorporating any addendum.
- 5.** The auctioneer accepts no liability for any bid not being made on behalf of the prospective purchaser and reserves the right to bid himself or through an agent up to the reserve price for the particular property concerned.
- 6.** In the event that: (a) two or more parties consider for whatever reason that they are the highest bidder; (b) there is a dispute as to which bidder is the highest bidder; (c) there is any other dispute as between any bidders and/or as between the auctioneer and any bidders; or (d) the auctioneer considers that there is a disputed bid; the auctioneer at their sole discretion have the right to declare a "Bidding Dispute" at any time during the auction. In the event of a bidding dispute, the auctioneer reserves the right to re-offer the lot on the terms they consider to be reasonable. The auctioneer shall accept no liability whatsoever if the underbidder is unable to make an increased bid. The auctioneer's decision on the conduct and outcome of the auction is final.
- 7.** In the event that another bidder makes a bid equal to the maximum bid the remote bidder is prepared to make, the auctioneer reserves the right to accept either bid at their own discretion. The auctioneer's decision is final.
- 8.** The auctioneer accepts no responsibility for failure of telecommunications or internet connections in respect of a telephone or internet bid, or any delays in the postal system if a bidding form is sent through the post.
- 9.** Prospective bidders should check with the auctioneer's office immediately prior to the auction to ensure there are no changes to the published terms and conditions. The auctioneer will accept no liability whatsoever for any prospective bidder's failure to carry out these checks.
- 10.** The auctioneer will accept no liability whatsoever for any bid not being made on behalf of the prospective buyer as a result of: Lack of clarity of instructions, error, lack of clarity or confusion regarding the bidding process or the bidder's registration or the deposit, prospective buyers becoming disconnected during bidding or are unobtainable, interruption or suspension of telephone or internet services or for any other reason whatsoever beyond the control of the auctioneer.
- 11.** Successful proxy bids will be notified to the prospective buyer within 24 hours of the conclusion of the auction sale. Any alteration to the submitted bid or withdrawal must be received and confirmed in writing by the auctioneer prior to commencement of the auction. Proxy bidders are advised to telephone the Auctioneer's offices before 10am on the day of the sale in order to find out whether any addenda apply to the property for which they have authorised the Auctioneer to bid on their behalf. If we receive two proxy bids at the same level, both bidders will be notified and given the opportunity to adjust their bid.
- 12.** All bidders are deemed to be making their bid with full knowledge of and in accordance with the RICS Common Auction Conditions (4th Edition), Extra Conditions, Special Conditions of Sale, Addendum, Important Notice for Prospective Buyers in the catalogue and the contents of the Legal Pack. In particular, bidders are deemed to have carefully checked the Special Conditions of Sale for any additional costs and fees payable to the seller that may be detailed therein.
- 13.** All successful remote bidders will be required either to provide certified proof of identity or visit a Symonds & Sampson office with hard copies together with details of the source of their funds within 48 hours of the auction. By registering to bid, you agree to comply with our requests to verify your identity, and to answer any follow up questions that may be raised in due course, as and when necessary. We are obliged to identify buyers, bidders and payers in accordance with the requirements of the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 (as amended). We are likely to request from you and retain some information and documentation for these purposes and/or make searches of appropriate databases electronically (including verification through third party data providers). For the avoidance of doubt, searches may also be conducted on individuals, directors, and shareholders of these entities as is required by the legislation. If satisfactory evidence of your identity is not provided within a reasonable time, there may be circumstances in which we are not able to proceed. Failure to satisfy our requirements can also result in a termination of the acquisition of the property. Please be aware that we may share the information and documentation you provide for this purpose with the vendor, the vendor's solicitors, agents or other authorised representatives of the vendor in order to facilitate the transaction.
- 14.** The auction will be recorded and the phone lines for telephone bidders are likely to be recorded to avoid any doubts or disputes.
- 15.** By registering to bid you are agreeing to these Terms & Conditions and understand that should your bid be successful the offer will be binding, and you will be legally bound jointly and separately with the intended Buyer (where the Buyer is different) by the applicable Conditions of Sale.