

HOBBS • PARKER

Estate Agents LLP

Property Auction

Wednesday 28 April 2010



established 1850



STIPULATIONS

Which shall be deemed part of the Conditions of Sale except where there is any inconsistency, in which case the latter shall prevail.

ORDER OF SALE

The properties will be offered in catalogue order, however the Auctioneers reserve the right to alter the lotting, to sell the whole or part of any Lot privately prior to the sale or to withdraw any Lot, or part thereof, without declaring the reserve price.

TENURE AND POSSESSION

All Lots are Freehold and sold with the benefit of Vacant Possession unless otherwise stated.

RIGHTS OF WAY, EASEMENTS

All Lots are sold subject to or with the benefit of all existing rights of way, water, light and all other easements and rights at present enjoyed whether mentioned in these particulars or not.

SPORTING RIGHTS

These are in hand on all Lots unless stated otherwise.

TIMBER

All standing timber and growing trees will be included in the purchase price of the freehold, without additional payment unless otherwise stated.

FENCING

The purchaser shall be responsible (where necessary) for the erection of sound and stockproof fencing within 4 weeks of completion and thereafter for the maintenance of those boundaries marked on the sale plan with inward "T" marks. But see individual Lots.

The minimum specification of fencing to be as follows:

Properly strained tanked 5" diameter posts at the end of the fence line and all corners at maximum spacing of 20 yards, intermediate tanked 3" spiles at maximum of 6' spacings 4' out of the ground with medium gauge pig netting C8/80/15 of British Standard Specification with 2 strands of double strand barbed wire over.

The attention of purchasers is drawn to the fact that newly created boundaries are indicated on site by wooden stakes in the ground.

BOUNDARIES

Should any dispute arise as to boundaries on any point on the Stipulations, Particulars or Plan, or in any interpretation of any part of them as to any right therein referred to, the question shall be referred to the Arbitration of the Auctioneers whose decision shall be final and binding upon all parties, both as to the matter in dispute and the costs arising out of the arbitration. The properties being open to inspection the purchaser shall be deemed to have full knowledge of ownership of any tree, boundary or any part of the properties or land.

PARTICULARS AND PLANS

These are believed to be correct but their accuracy is not guaranteed nor can any claim be admitted for errors or omissions. The contract shall be made upon these Particulars, Special and General Conditions of Sale, Stipulations and Revision Notes (if any) which may be at the sale and subject to any alterations announced at the sale.

TOWN PLANNING

The properties notwithstanding any descriptions contained in these particulars are sold subject to any Development Plan, Tree Preservation Order, Town Planning Scheme, Resolution or Notice which may be or come into force, and also subject to any Statutory Provision or Bye-Law, without obligation on the part of the vendors to specify them. However in respect of all Lots, the purchasers shall not prior to the completion date make any application under the Planning Acts in respect of the properties without prior written agreement of the vendors.

SPECIAL NOTE

The particulars have been carefully prepared but no warranty of accuracy is given or implied and the properties being open for inspection a purchaser shall be deemed to be satisfied that they are correctly described in all respects as to quantity or otherwise and no error or mis-statement shall annul the sale or give grounds for an action in law or be deemed a ground for payment of compensation.

Special Conditions of Sale as applicable to particular Lots will be issued as a supplement to the Auction Catalogue and shall be taken as forming part of the same. Whether or not inspecting the same, the purchaser shall be deemed to purchase with full notice of the said Conditions and other deeds and documents.



Wednesday 28 April 2010

2.30pm · Amos Hall · Ashford Market

LOT 1

Part Mountainhurst Wood
Lenham

LOT 2

Land At Susan's Hill
Woodchurch

LOT 3

Three Acre Nursery
Chartham Hatch

LOT 4

Ripple Farm Barn
Crundale

LOT 5

Barnhouse Farm
Brookland

LOT 6

Little Breach Farmland
Barham

LOT 7

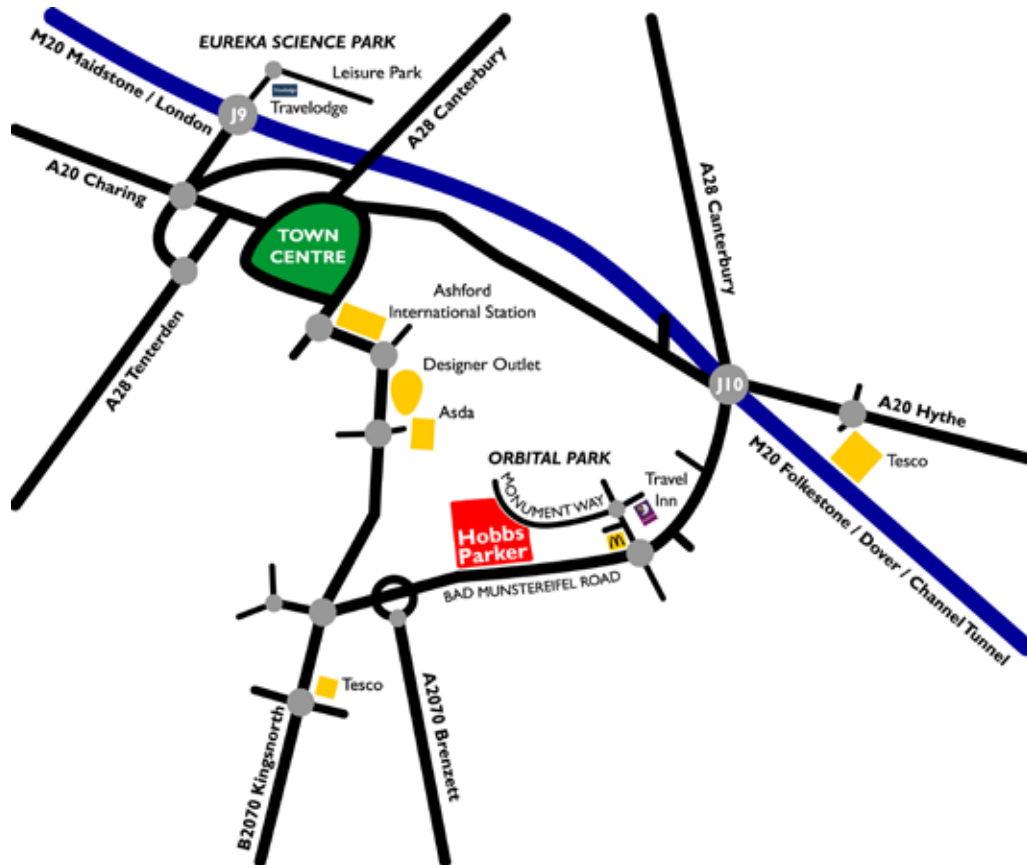
Luckhurst Land
Headcorn

LOT 8

Woodside
Challock



ASHFORD MARKET LOCATION PLAN



MISREPRESENTATION ACT 1967

The Auctioneers for themselves and for the Vendors of the property give notice that:-

- 1) all statements contained in these particulars as to these properties are made without responsibility on the part of the Auctioneers or the Vendors.
- 2) none of the statements contained in these particulars as to the properties are to be relied upon as a statement or representations of fact.
- 3) any intending purchaser must satisfy himself or themselves by an inspection or otherwise as to the correctness of each of the statements contained in these particulars.

4) the Vendors do not make or give neither the Auctioneers nor any person in their employment any authority to make or give any representation or warranty whatsoever in respect to these properties.

GENERAL CONDITIONS OF SALE

These are printed on the inside cover at the rear of this catalogue.

OUTGOINGS

The properties are sold subject to all outgoing whether mentioned in these particulars or not. Any figures given are for guidance only.

AGRICULTURAL LAND

A valuation for growing crops may be applicable. See individual lots. No counter claims for Dilapidations will be entertained in respect of any Lot. Single Farm Entitlements are excluded, unless stated otherwise.

PLANS

All plans in these particulars are produced by the Auctioneers For Identification Purposes Only by permission of Ordnance Survey under Licence No. 100003688.

VIEWING

Viewing of each lot is Strictly by Appointment through Hobbs Parker Estate Agents LLP on (01233) 502222 or fax (01233) 506299.

LEGAL PACKS

Legal packs for each individual property are normally available about 2 weeks before the auction.

INSPECTION

Prospective Purchasers are assumed to have inspected the property in which they are interested, to have read through and understood the Legal Pack provided and, to have made all additional enquiries either they or their solicitor felt were appropriate.

CONTRACT

The successful bidder is bound under contract at the fall of the hammer following the final bid. Immediately thereafter the purchaser will be required to supply details of the name in which the purchase is being made and those of solicitors acting.

These purchaser(s) details will be used to complete a Memorandum of Contract in the form of the one on the rear of these particulars which the Purchaser(s) must sign and exchange with the Auctioneers prior to leaving the Auction Room, at the same time as paying the deposit.

DEPOSIT

A deposit of 10% of the purchase price, subject to a minimum of £1,000 (unless stated differently), will be required at the fall of the hammer. Payment MUST be made by Bankers Draft, Building Society Cheque or Debit Card (Chip & PIN) only.

INSURANCE

It is the Purchaser(s) responsibility to insure properties at the fall of the hammer and immediate arrangements should be put in hand to provide necessary cover.

AVAILABILITY

Prospective Purchaser(s) are advised to check with the Auctioneers on the morning of the sale to ensure that any particular lot will be offered at the auction.



LOT 1

Part Mountainhurst Wood

Lone Barn Road, Payden Street, Nr Lenham, Kent
About 3.55 Acres
Guide Price £18,000 - £20,000



DESCRIPTION

A single parcel of mixed woodland set in a delightful rural location on the North Downs about 1½ miles north of the A20 and Lenham village centre. Maidstone, Ashford and the M20 are all within easy reach via the A20.

TENURE

Freehold - Vacant Possession on Completion

COMPLETION

Wednesday 26 May 2010

SOLICITOR

Mr David Fifield
Hallett & Co, 11 Bank Street, Ashford, Kent TN23 1DA
Tel : 01233 625711



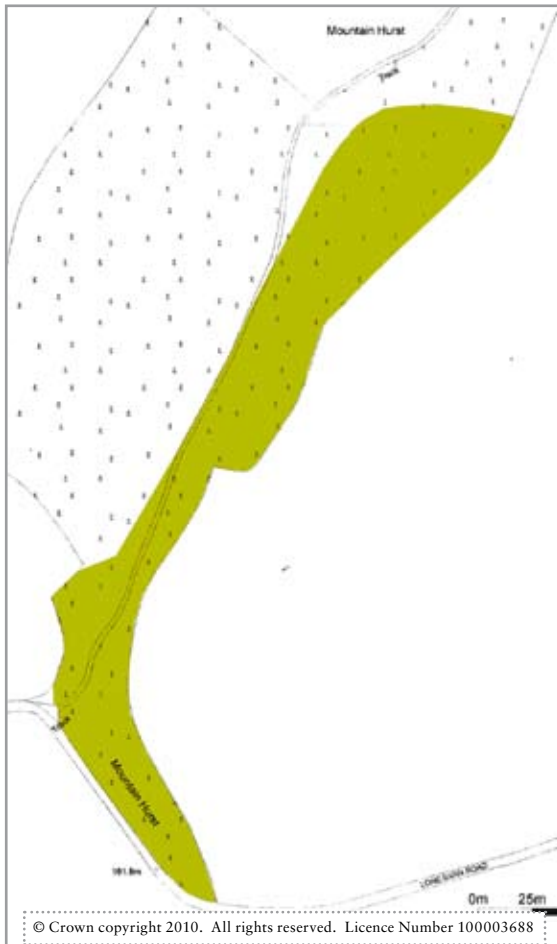
POSTCODE

ME17 2EH (approx)

DESCRIPTION

A single parcel of mixed woodland forming part of the much larger Mountain Hurst Wood, benefiting from road frontage along the southern boundary with an established access to Lone Barn Road. There is a secure entrance gate set back from Lone Barn Road that leads to a spacious vehicle parking area. A good trackway continues through the woodland leading to 2 or 3 'fenced off' enclosures where the vendor previously kept pigs.

PLANS FOR IDENTIFICATION PURPOSES ONLY



DIRECTIONS

From Ashford : Head due west along the A20 towards Maidstone. At the Lenham crossroads turn right into Faversham Road towards Doddington. Continue on this road without deviation for just over 1 mile and take the first right turning into Lone Barn Road towards Warren Street/Otterden. Continue along this country lane for just over ½ mile and the entrance to the property will be found on the left hand side as you climb the hill towards Payden Street.

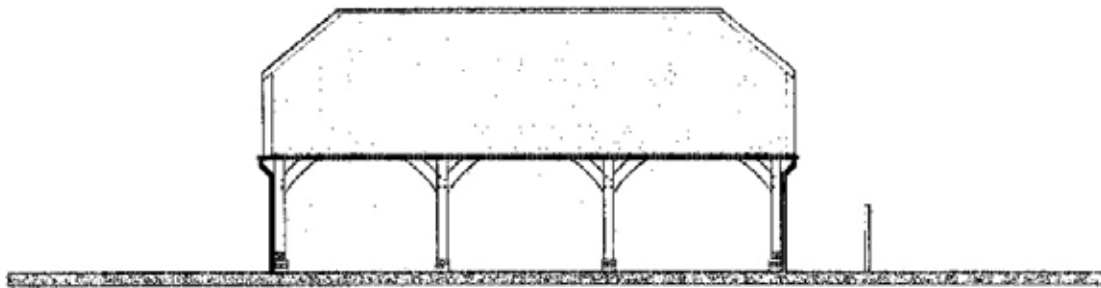
From Maidstone/M20 (Jct 8) : Head due south-east on the A20 towards Ashford, pass through the village of Harrietsham and at the crossroads at Lenham turn left into the Faversham Road signed Doddington. Continue along this road without deviation for just over 1 mile and take the first right turning into Lone Barn Road towards Warren Street/Otterden. Continue along this country lane for just over ½ mile and the entrance to the property will be found on the left hand side as you climb the hill towards Payden Street.



LOT 2

Land at Susan's Hill

Woodchurch, Ashford, Kent
Just Under 0.40 Acre
Guide Price £30,000



DESCRIPTION

A small parcel of pasture land divided into two separate enclosures with an established access gateway enjoying far reaching views and having the benefit of planning consent for a new ancilliary building for general purpose amenity use.

TENURE

Freehold - Vacant Possession on Completion

COMPLETION

Wednesday 26 May 2010

SOLICITOR

Mr Andrew Doinik
Hallett & Co, 11 Bank Street, Ashford, Kent TN23 1DA
Tel : 01233 625711



PLANNING

Planning consent was granted on 27th August 2008 by Ashford Borough Council under Planning Reference 08/00498-AS for a new ancillary building for general purpose amenity use.

A copy of the plans and a copy of the planning consent are available separately from Hobbs Parker Estate Agents LLP.

DIRECTIONS

From Ashford – M20 (Junction 9): Leave the M20 at junction 9 and head due south west away from Ashford on the A28 towards Great Chart/Tenterden. Proceed for about 4 miles and on approaching Bethersden village, turn left towards Woodchurch. Continue on this road for almost exactly 2 miles and on entering Woodchurch village take the first right turn into Susan’s Hill, signed Woodchurch Museum/

St. Michaels. Proceed for just over half a mile and the parcel of land will be on the right hand side just past Oak Lodge and Ruxley. (Look out for our For Sale board).

From Tenterden: Leave Tenterden heading due east on the B2067 towards Woodchurch. Proceed for about 1.5 miles and take the first left turn, proceed for a short distance, bearing right and continue to the top of the hill. Turn left into Susan’s Hill and follow the road around to the right without deviation towards Woodchurch village centre. The parcel of land will be found after a short distance on the left hand side just before reaching Ruxley/Oak Lodge. (Look out for our For Sale board).

POSTCODE

TN26 3RE (approx).



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PLANS FOR IDENTIFICATION PURPOSES ONLY



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LOT 3

Three Acre Nursery

Chartham Hatch, Canterbury, Kent

About 2.00 Acres

Guide Price £80,000 ~ £90,000



DESCRIPTION

An established equestrian smallholding occupying a highly convenient and quiet rural location along a no-through road and yet just over one mile from the A28 Ashford to Canterbury Road. Planning Permission was previously granted on 10th November 2006 to convert one of the outbuildings to overnight accommodation. Numerous stables, pastureland and partially completed riding arena.

TENURE

Freehold - Vacant Possession on Completion

COMPLETION

Wednesday 26 May 2010

SOLICITOR

Stephens & Son LLP, Rome House, 37-41 Railway Street, Chatham, Kent ME4 4RP
Tel : 01634 811444

SITUATION

The property occupies a highly convenient location, a short distance to the north west of Chartham Hatch about one mile north west of the A28 with Chartham, Shalmsford Street and Upper Harbledown all within easy reach. Canterbury City centre is about 3½ miles.

SERVICES

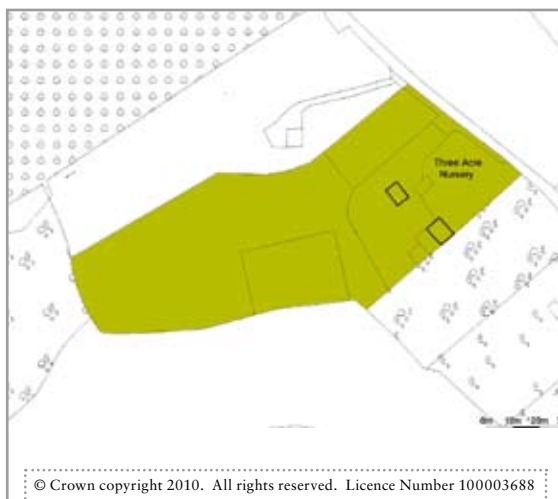
It is understood that mains water, electricity and drainage are connected. A telephone line is also connected in the office, but all services are currently 'switched off'.

OUTBUILDINGS

The property is approached through impressive entrance gates, leading to a hard entrance drive which then serves:-

1. Office About 20' x 10'.
2. Barn About 30' x 16'6 (with planning consent to be extended and converted to provide overnight accommodation – see "planning").
3. Pair of Stables About 23' x 12'6, partially complete.
4. Pair of Stables About 23'9 x 12'6, partially complete..
5. Pair of Stables About 24' x 12'.
6. Pair of Stables About 24' x 12'.
7. Lean-To To the rear of 5 and 6.
8. Stables/Hay Barn About 59' x 16'0 (max) incorporating:-
 - a) Hay Barn
 - b) Single Stable
 - c) Open Barn/Implement Store
 - d) Single Stable Currently incomplete.

PLANS FOR IDENTIFICATION PURPOSES ONLY



RIDING ARENA

There is an unfinished track leading from the stable yard to partially completed all weather riding arena.

THE LAND

There are two small paddocks each side of the entrance drive together with a small garden area with pond and barbecue area.

PLANNING

A 3 year planning consent was granted (subject to conditions) by Canterbury City Council on 10th November 2006, under planning reference CA/03/01356/CHA, for "Extension to barn to provide staff accommodation, 2 double stable blocks with tack rooms and foaling barn and construction of a manege". This planning consent has now lapsed.

A copy of the planning consent notice and the Section 106 Agreement is available on request. Interested parties must rely on their own planning enquiries with Canterbury City Council.

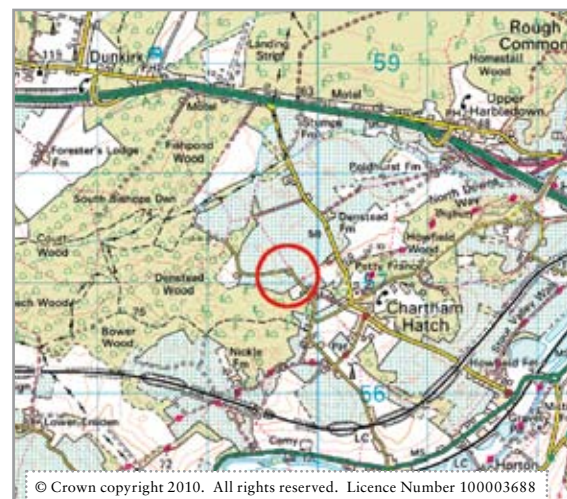
DIRECTIONS

From Chilham:-

Head due north east on the A28 towards Canterbury. Turn left opposite the Chartham turning into Hatch Lane. Proceed along Hatch Lane, crossing over the level crossing, and proceed almost for exactly one mile and at the junction with Town Lane turn left into a no-through road (Primrose Hill). Continue for about a third of a mile and Three Acre Nursery will be found on the left hand side.

POSTCODE

CT4 7NS



LOT 4

Ripple Farm Barn

Crundale, Canterbury, Kent

Guide Price £425,000 ~ £450,000



DESCRIPTION

A charming period barn conversion within a former farmstead in a peaceful, rural location on the North Downs featuring a large cart gate window entrance and high pitched ceiling within the reception room.

TENURE

Freehold - Vacant Possession on Completion

COMPLETION

Wednesday 26 May 2010

SOLICITOR

Mr David Fifield
Hallett & Co, 11 Bank Street, Ashford, Kent TN23 1DA
Tel: 01233 625711

SITUATION

Ripple Farm Barn is situated within a charming former farmstead including a nearby converted Oast House, Cottages and Farmhouse all set in a peaceful, rural location on the North Downs. The area is a renowned picturesque locality on the North Downs, only 2 miles from the popular village of Wye with its railway station and High Street.

The locality is more widely situated between the Cathedral City of Canterbury about 8 miles and the thriving Market Town of Ashford about 7 miles. Each offering major shopping outlets and a choice of both state and private schools.

The International Station at Ashford now provides 37 minute High Speed trains to London St Pancras (www.southeasternrailway.co.uk).

RIPPLE FARM BARN

A fabulous conversion of a traditional cart gate barn Listed Grade II of Historic and Architectural Interest with a stunning exposed oak frame with brick and flint footings. The elevations for the most part are weatherboarded with wide gauge oak natural weatherboarding beneath a hipped Kent peg tiled roof. The accommodation has been sensitively converted offering a large open plan reception room with glazed barn door window and high pitched beamed ceiling and staircases at either end. Either side of the cart gate entrance are the original doors retained as a dramatic front porch. The exposed joinery is fascinating to observe with the use of old and new timber alike including a considerable amount of honey coloured oak.



The specification includes:

Ground floor sub-floor heating, modern Bathroom and Kitchen fittings, hand made staircases with oak newel posts, banister rails and balustrades. All of the doors are custom built from oak and oiled with Danish oil.

The barn enjoys lawned gardens which surround the courtyard and a paved terrace is landscaped to the rear. Whilst the barn enjoys a private access driveway and parking area with a five bar gate there is also adjacent access to two delightful cottages of which one is available for sale separately.

SERVICES

Oil fired heating, mains water and electricity, Klargestor drainage system.



POST CODE

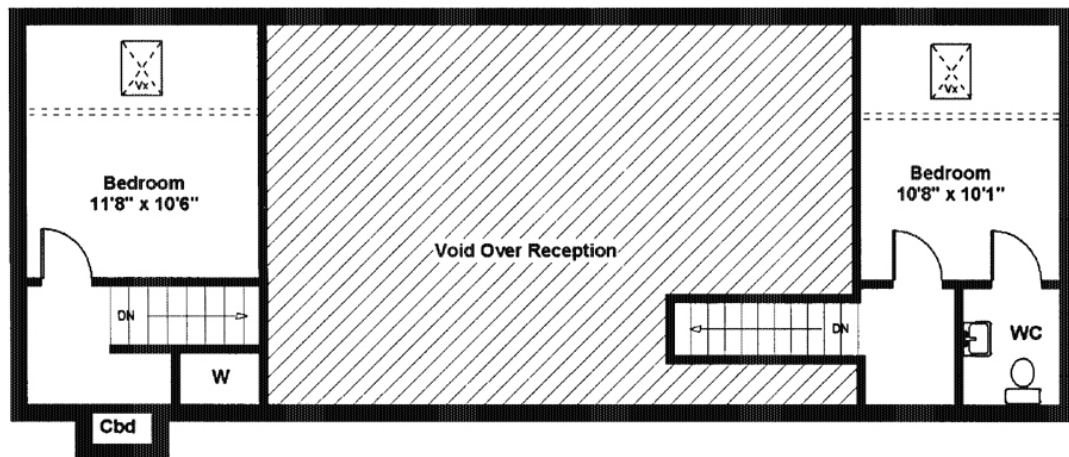
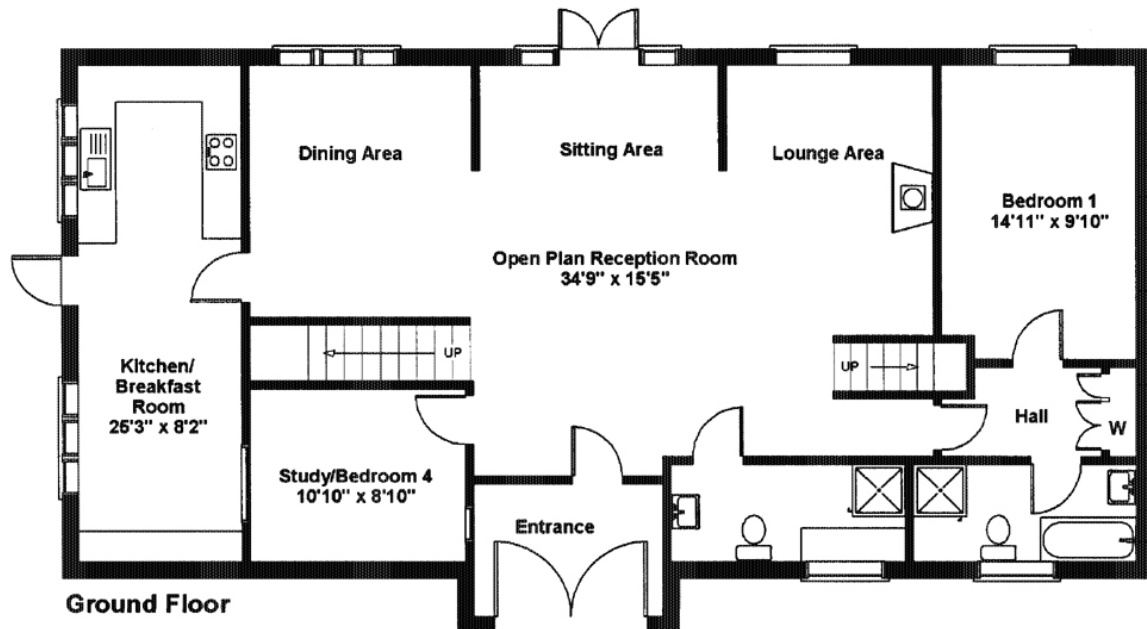
CT4 7EB

DIRECTIONS

From Ashford take the A28 towards Canterbury. After about 5 miles, on entering the village of Godmersham, turn right signposted to Crundale. Pass under the railway bridge and around a sharp right hand bend, continue for a further ½ mile. Turn left signposted to Crundale. The road climbs a small hill and the entrance to Ripple Farm Barn is found on the right hand side, beyond small neighbouring cottages.



Ripple Farm Barn



SKETCH PLAN FOR ILLUSTRATIVE PURPOSES ONLY
All measurements walls doors windows fittings and appliances, their sizes and locations are shown conventionally and are approximate only and cannot be regarded as being a representation either by the seller or his agent nor PotterPlans
www.potterplans.co.uk

LOT 5

Barnhouse Farm

Barnhouse Lane, Brookland, Romney Marsh, Kent

About 14.28 Acres

Guide Price £400,000 ~ £425,000



DESCRIPTION

A small grass farm situated on the outskirts of Brookland village and offered for sale by public auction including the farm house with farm buildings and pastureland. The whole property occupies a delightful, almost unspoilt rural location on an extremely quiet and almost unused country lane.

TENURE

Freehold - Vacant Possession on Completion

COMPLETION

Wednesday 26 May 2010

SOLICITOR

Mr Charles McDonald
Hallett & Co, 11 Bank Street, Ashford, Kent TN23 1DA
Tel: 01233 625711

SITUATION

Barn House Farm occupies a delightful, almost unspoilt rural location about $\frac{3}{4}$ a mile south east of Brookland village centre with New Romney town centre about 4 miles to the south east with the fast growing town of Ashford with its domestic and international passenger station as well as twin junctions to the M20 motorway about 10 miles to the north via the A2070. The Cinque Port Town of Rye with its cobbled streets and individual High Street shops is only about 5 miles to the South West.

FARMHOUSE

The farmhouse is understood to have been built in about 1913 by the KCC who owned the property at that time. The house has mainly mellow brick under an interlocking tile roof and would now benefit from renovation and modernisation. It is felt that there is also scope to perhaps extend or even replace the dwelling subject to the necessary planning consent being obtained. In this respect interested parties should make their own representations direct to the Planning Department at Shepway District Council.

ACCOMMODATION

Half glazed front entrance door to:-

Enclosed Entrance Porch, with half glazed door to:-

Hall With stairs to first floor and doors off to:-

Sitting Room About 11'11 x 9'11, window to front, glazed tile fireplace.

Dining/Living Room About 11'11 x 10'7, window to front, tiled fireplace with timber surround, fitted double full height cupboard, further low level cupboard with fitted shelves over.



Kitchen About 10'9 x 8'11 (widening to 10'), recess housing solid fuel Rayburn Royale (white) providing cooking and also heating the hot water, corner cupboard housing lagged hot water cylinder with immersion with shelved storage below. Cupboard unit with single drainer sink unit with hot and cold taps with space for electric cooker with cooker point to side, space also for washing machine. Deep understairs storage cupboard, doors off to:-
Larder About 7'10 x 5'11, window to side with mesh cover, vaulted ceiling, electric meters.
Bathroom About 7'4 x 3'7 with obscure window to side, bath, wall mounted wash basin.

Outside WC This is located to the rear of the kitchen.

FIRST FLOOR

Small landing with hatch to loft.

Bedroom 1 About 11'11 x 9'11, sash window to front with views over farmland and farmbuildings, attractive fireplace, built-in wardrobe cupboard.

Bedroom 2 About 11'11 x 7'11, sash window to front, views over farmland, fireplace, built-in wardrobe cupboard.

Bedroom 3 About 10'9 x 8'11 (widening to 9'11), sash window to rear, fireplace, cupboard housing cold water storage tank.

Cloakroom With obscure window to side, low level WC.

GARDENS

The house sits in pretty enclosed gardens with a mature plum tree in the rear garden which also houses the remains of what is believed to be a fresh water well.

FARM BUILDINGS

These are located with their own access gate from Barn House Lane but are also accessible from the farm house and comprise:-

- 1) Hay Barn/Workshop by Precon, About 45'10 x 20', of concrete frame with brick walling and comprising 3 bays, 1 of which is enclosed as a workshop with 2 bays being open. There is a corrugated roof throughout, electricity and lighting are connected.
- 2) Cattle Yard, About 29' x 20', Heavy timber frame construction under a corrugated iron roof with corrugated iron cladding.
- 3) Hay Barn, About 34' x 31'6, Heavy timber frame construction with corrugated iron roof and cladding.
- 4) Bullock Yard, About 52'5 x 20', Of heavy timber frame construction with corrugated iron roof and cladding.
- 5) Garage, About 41' x 10', This is located to the rear of the Bullock Yard, again having corrugated iron roof and cladding, part of which is dilapidated.
- 6) Store Shed (in 2 parts), about 19'6 x 18'3 overall, of rendered block under a corrugated roof with each part having its own pedestrian access door and with electricity and lighting connected.
- 7) Small log store, concrete floor with coal bunker to side.



LAND

The land is all completely level pastureland divided into 6 separate fields/enclosures with water supplied from the farm yard.

SERVICES

Mains water and electricity, private drainage system.

SINGLE FARM PAYMENT ENTITLEMENTS

These are excluded from the sale.

POSTCODE

TN29 9TR



DIRECTIONS

From Ashford/M20 (Junction 10) – Head due South West away from Junction 10 on the A2070. Proceed for about 1.5 miles and then head due South on the A2070 towards Romney Marsh/Brenzett. Continue on this road without deviation until reaching the roundabout junction at Brenzett with the A259. Turn left at this roundabout towards Old Romney/New Romney. Proceed for about 0.6 mile and take the second right turn (un-marked lane) opposite Moore's Turf Farm. Continue along this single track lane, pass over the level crossing and then at the next junction turn left and Barn House Farm will be found on the right hand side.

From New Romney - Leave New Romney Town Centre heading due north-west on the A259 towards Old Romney/Brenzett. Pass through Old Romney and continue on for just over 1 mile before turning left opposite Moore's Turf Farm. Continue along this lane, pass over the level crossing and then turn left where Barn House Farm will be found on the right hand side.

From Rye – Head due North East out of Rye on the A259 towards Brookland. At the roundabout turn right into Brookland village centre and enter Brookland High Street. Just past Mulberry House turn right into Boormans Lane and at the next 'T' junction (opposite Boxted Lodge) turn left and continue out of the village on Boarmans Lane in a North Easterly direction. Continue on this lane without deviation ignoring the two left turns and a single right turn and Barn House Farm will be found on the right hand side.

LOT 6

Little Breach Farmland

Barham, Nr Canterbury, Kent

About 26.10 Acres

Guide Price £100,000 ~ £125,000



DESCRIPTION

A significant parcel of pasture and woodland with buildings occupying a delightful rural location in the Elham Valley within easy reach of Canterbury and the A2.

TENURE

Freehold - Vacant Possession on Completion

COMPLETION

Wednesday 26 May 2010

SOLICITOR

Mr Ben Mowl
Furly Page LLP, 39 St Margeret's Street, Canterbury, Kent CT1 2TX
Tel : 01227 763939

SITUATION

Little Breach Farmland occupies a delightful rural location at the northern end of the Elham Valley between the villages of Barham and Elham. The village of Elham is just over 2.5 miles to the south west whilst the village of Barham with its connection to the A2 lies about 1.5 miles to the north. The Cathedral City of Canterbury is about 7 miles to the north west offering an excellent range of shopping, recreational and educational facilities as well as a link via the A2 to the M2 motorway. The M20 (junction 11) is just over 8 miles to the south west and provides swift access to either Ashford and beyond to the west or Folkestone, Dover and the Channel Tunnel terminal to the east.

DESCRIPTION

The land lies off a quite country lane off the Elham Valley Road (B2065) shared only with adjoining properties. The land is approached off the lane over a hard trackway through an entrance gate.

POSTCODE

CT4 6LN (approximate).

DIRECTIONS

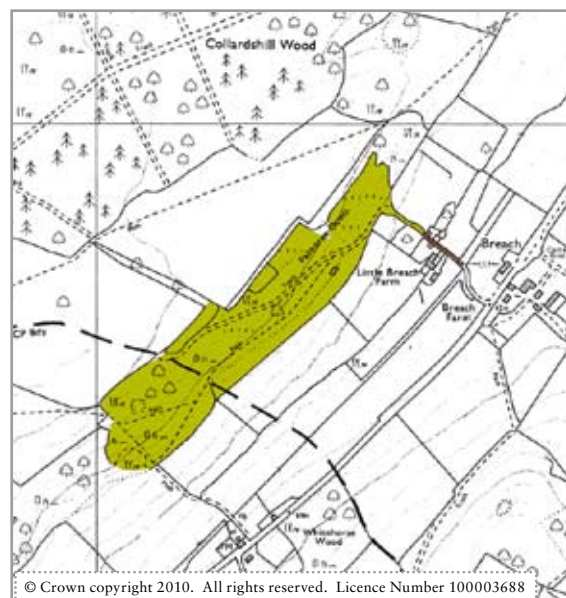
From M20 (Junction 11) Head south from Junction 11 and turn immediately left towards Newington on the A20. Proceed for about 0.75 mile and take the first turning continuing along this road without deviation for about 1.5 miles until reaching the junction with the B2065 opposite Etchinghill Golf Course. Turn left towards Lyminge, continue through Lyminge village towards Elham. Pass through



the village of Elham towards Barham. Proceed for about 2 miles and turn left into the lane serving the farm just before Breach Farm on the right and the Doll's House on the left. If you reach Elham Valley Vinyard they you have gone too far. Continue along the lane passing the residential properties and the entrance gate to the land will be found immediately in front of you.

From Bridge/A2 – Continue heading due south east through Bridge on the Elham Valley Road passing through Kingston and Barham. Proceed down the hill into the Elham Valley towards Elham village and the land will be found on the right hand side just past the vineyard and the Doll's House. Continue past the residential properties and the entrance gate to the land will be found immediately in front of you.

PLANS FOR IDENTIFICATION PURPOSES ONLY



LOT 7

Luckhurst Land

Love Lane, Headcorn, Kent

About 18.10 Acres

Guide Price £60,000 ~ £70,000



DESCRIPTION

A parcel of level pasture land situated in a delightful rural location between Headcorn, Smarden and Egerton, offering amenity frontage to the River Sherway to the North and including 2/3 good size farm ponds offering sporting/amenity potential.

TENURE

Freehold - Vacant Possession on Completion

COMPLETION

Wednesday 26 May 2010

SOLICITOR

Mr David Fifield
Hallett & Co, 11 Bank Street, Ashford, Kent TN23 1DA
Tel : 01233 625711

ACCESS

The land is accessed from the south over a trackway off Love Lane, Headcorn. There is a five bar gate on the roadside and viewing is on foot only during daylight hours with these particulars. The track has been cleared to allow for pedestrian access only.

PHOTOS

The photographs on these particulars were taken in April 2009.

POSTCODE

TN27 8PJ (approx)

DIRECTIONS

From Maidstone/M20 (Junction 8): Head south away from the M20 and join the A20 heading due south east towards Harrietsham, Lenham and Ashford. At the second roundabout, turn right onto the B2163 and pass through the villages of Leeds and Langley Heath. Upon reaching the Five Wents junction with the A274 turn left and head due South passing through the villages of Sutton Valence and Headcorn. Continue along Headcorn High Street and at the end of the High Street and just before crossing the railway line turn left towards Smarden/Egerton. Continue along this road without deviation and after about 1.5 miles take the second left turn into Love Lane. Follow this for a short distance and the entrance gate to the land will be found on the right hand side on a sharp left bend.

From Ashford/M20 (Junction 9): Join the A20 and head due North West towards Maidstone. After about 2.5 miles turn left signposted



Pluckley/Little Chart and pass through the villages of Hothfield, Little Chart Forstal and Pluckley. At the bottom of Pluckley Hill (Pluckley Thorn), bear right and continue on this road without deviation for almost exactly 3 miles. Upon reaching the Smarden Bell public house turn right towards Headcorn and continue for about 1 mile, ignore the right turn to Egerton and continue for a further 0.25 mile and turn right into Love Lane. Continue along Love Lane and the entrance gate to the land will be found on the right hand side on the sharp left bend.

PLANS FOR IDENTIFICATION PURPOSES ONLY



LOT 8

Woodside

Buck Street, Challock, Kent

About 0.20 Acre

Guide Price £150,000 ~ £175,000



DESCRIPTION

An exciting opportunity to redevelop a level site (backing onto woodland) of approximately 0.20 acre subject to obtaining the necessary planning permission.

TENURE

Freehold - Vacant Possession on Completion

COMPLETION

Wednesday 26 May 2010

SOLICITOR

Mr Michael Thorneloe
Thorneloe & Co, 22 High Street, Lenham, Maidstone, Kent ME17 2QD
Tel : 01622 859416

DESCRIPTION

Woodside is located on the edge of the popular village of Challock adjoining woodland to the rear.

There is currently a ruinous bungalow of non traditional construction located on this substantial plot about 205 ft (ave) x 50 ft. This level site is suitable for redevelopment subject to obtaining the necessary permissions and it is understood that mains water and electricity (currently disconnected) are available on site.

PLANNING

Distinguished architects Messrs Clague's of Ashford have produced an artist's impression of a property which would sit well on the site and for which preliminary enquiries of the planning department at Ashford Borough Council have indicated there would be a positive response to a planning application. Potential purchasers should, of course, check with Ashford Borough Council and their own professional advisers regarding possible redevelopment of the site.

POST CODE

TN25 4AR

VIEWING

During daylight hours with a copy of these particulars. (Reference V1133)



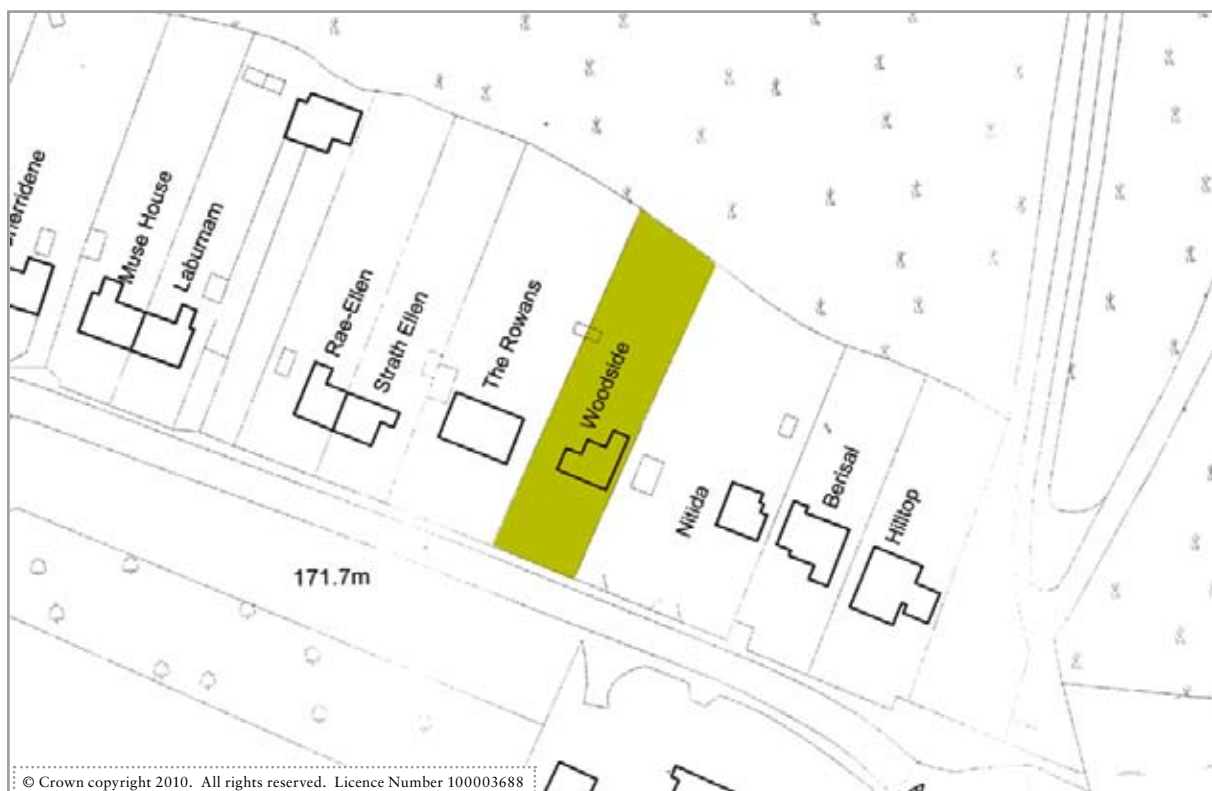
NB

Care should be taken when viewing the property and no attempt should be made to enter the bungalow.

DIRECTIONS

From Ashford proceed along the A251, through Boughton Aluph towards Challock. Proceeding towards Challock (with the walls of the Eastwell Estate on the left), Woodside is on the right just beyond the turning for White Hill and Kingswood Stour Valley Arts. Look out for our For Sale board.

PLANS FOR IDENTIFICATION PURPOSES ONLY



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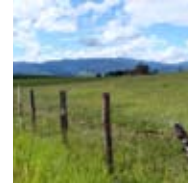
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Rural · Property · Auctions

Auction Dates For 2010

Wednesday 28 April at 2.30 pm

Wednesday 14 July at 2.30 pm

Wednesday 13 October at 2.30 pm



GENERAL CONDITIONS OF SALE

1. Definitions And Interpretation in these general conditions of sale:
 - 1.1 'each Property' means each of the properties described in the particulars of sale annexed to these general conditions of sale ('the Particulars of Sale') identified by a lot number and referred to in the heading of the annexed relevant special conditions of sale ('the Special Conditions of Sale') and 'any Property' means any one of the said properties.
 - 1.2 'the Vendor' means any person or persons named in the Particulars of Sale as the Vendor of any Property and includes the personal representatives of any such person or persons.
 - 1.3 'the Purchaser' means any person or persons named in any annexed memorandum of contract as the Purchaser of any Property and includes the personal representatives of any such person or persons.
 - 1.4 'the Contractual Completion Date' means the date specified in Condition 9.
 - 1.5 'the Completion Date' means the date on which completion takes place.
 - 1.6 'the Purchase Price' means the amount bid by the Purchaser for each Property which shall be exclusive of any Value Added Tax payable.
 - 1.7 'the Value Added Tax' means the Value Added Tax if any which is mentioned in the relevant Particulars of Sale as payable in respect of any Property.
 - 1.8 'a Receipted Value Added Tax Invoice' means a Value Added Tax Invoice in respect of the Value Added Tax addressed to the Purchaser and received by the Vendor.
 - 1.9 'the Auctioneer' means Hobbs Parker Estate Agents LLP of Romney House Ashford Market Ashford Kent.
 - 1.10 'the Standard Conditions' means the Standard Conditions of Sale (Fourth Edition).
 - 1.11 'the Planning Acts' means the Town and Country Planning Act 1990 and any statutory extension or modification amendment or re-enactment of it and any regulations or orders made.
 - 1.12 'the Vendor's Solicitors' means in respect of any Property the person or firm named in the relevant Special Conditions of Sale.
 - 1.13 'the Purchaser's Solicitors' means in respect of any Property the person or firm named as such in the annexed relevant memorandum of contract.
 - 1.14 words importing the masculine include the feminine and the neuter and vice versa.
 - 1.15 words importing the singular include the plural and vice versa.
 - 1.16 references to persons include bodies corporate and vice versa.
 - 1.17 save where the context otherwise requires all obligations given or undertaken by more than one person in the same capacity are given or undertaken by them jointly and severally.
 - 1.18 save where otherwise stated any reference to a numbered condition means the condition in these general conditions of sale which is so numbered.
2. General and Special Conditions of Sale
 - 2.1 Each Property is sold subject to these General Conditions of Sale and to the relevant Special Conditions of Sale annexed to these General Conditions of Sale.
 - 2.2 In the event of any conflict between these General Conditions of Sale and the relevant Special Conditions of Sale in respect of any Property then the relevant Special Conditions of Sale shall prevail.
 3. The Standard Conditions Shall Apply To The Sale In So Far As They Are Applicable To A Sale By Auction And Are Not Inconsistent With These General Conditions Of Sale And/Or The Relevant Special Conditions Of Sale But Subject To The Following Variations And Provisions:
 - 3.1 'the seller' shall have the meaning attributed to 'the Vendor' by clause 1.2 of these General Conditions of Sale.
 - 3.2 'the buyer' shall have the meaning attributed to 'the Purchaser' by clause 1.3 of these General Conditions of Sale.
 4. Reserve Price
Unless otherwise stated the sale of each Property is subject to a reserve price and the Vendor of each Property reserves the right to bid personally or through his agent at the auction.
 5. Deposit
 - 5.1 A deposit of 10% of the Purchase Price shall be paid by the Purchaser to the Auctioneer as Agent for the Vendor.
 - 5.2 If a cheque given as a deposit is dishonoured upon presentation or if the Purchaser fails to pay a deposit within one hour after the acceptance of his bid the Vendor may if he so chooses and without obligation to notify the Purchaser treat the conduct of the Purchaser as a repudiation of the contract and the Vendor may resell the Property the subject of the Purchaser's bid without notice and/or do all other acts and deeds available to him as a consequence of the Purchaser's conduct but without prejudice to any claim he may have against the Purchaser in contract tort or otherwise.
 - 5.3 The Auctioneer reserves the right to hold the part of any Memorandum of Contract signed by him on behalf of the Vendor until the Purchaser's cheque for the deposit payable by him has been cleared.
 - 5.4 The Value Added Tax shall be paid on the Completion Date by the Purchaser in addition to (and not as part of) the Purchase Price.
 - 5.5 The Vendor shall supply a Receipted Value Added Tax Invoice to the Purchaser upon the payment by the Purchaser of the Value Added Tax.
 6. Auctioneer
 - 6.1 The Auctioneer reserves the right to regulate the bidding and to refuse to accept any bid or bids (without giving any reason for his refusal) in his sole absolute discretion.
 - 6.2 In the event of any dispute on bidding the Auctioneer's decision shall be final.
 7. Tenure and Title
 - 7.1 The Tenure of each Property is Freehold, unless otherwise stated.
 - 7.2 Subject to the terms of these Conditions and the Standard Conditions of Sale the Vendor will transfer the Property with the Title Guarantee specified in the Special Conditions of Sale.
 8. Interest Rate
The Standard Conditions shall be read and construed as if the Rate of Interest referred to was 3% above Lloyds Bank Plc Base Rate for the time being in force.
 9. The Contractual Completion Date
The Contractual Completion Date shall be the date specified in the relevant Special Conditions of Sale or if none is so specified it shall be four weeks after the date of the auction.
 10. Presumptions As To Searches And Enquiries
The Purchaser shall be deemed:
 - 10.1 to have made all local land charges searches and enquiries of the relevant local and other authorities that a prudent purchaser would normally make prior to entering into a contract to purchase real property.
 - 10.2 to have knowledge of all matters that would be disclosed by them and
 - 10.3 to purchase subject to all those matters.
 11. Presumption As To Description
Each Property is believed and shall be taken to be correctly described as to quantity and otherwise and any error omission or mis-statement found in the relevant Particulars of Sale or these General Conditions of Sale shall not annul the sale or entitle the Purchaser to any compensation.
 12. Protection Of The Auctioneer
The Auctioneer shall be under no financial liability to the Purchaser or anyone deriving their interest through or under the Purchaser in respect of any matters arising out of the auction or the relevant Particulars of Sale or these General Conditions of Sale.
 13. Incumbrances
 - 13.1 Each Property is sold subject to all (if any) matters referred to in the relevant Particulars of Sale and/or the relevant Special Conditions of Sale.
 - 13.2 Whether or not the Purchaser shall have inspected any of the documents relating to any of those matters he shall be deemed to purchase with full knowledge of them and their contents and shall not make any objection nor raise any requisition in relation to them or any of them notwithstanding any partial incomplete or inaccurate statement in the relevant Particulars of Sale in relation to them or any of them.
 14. Fixtures And Fittings
 - 14.1 Where any Property includes fixtures fittings and/or installations the Purchaser shall satisfy himself as to the ownership of them and whether or not they or any of them are subject to any conditional or deferred sale or any hire or hire purchase agreements.
 - 14.2 Neither the Vendor nor the Auctioneer accepts any liability in respect of payments which may be outstanding in respect of those fixtures fittings and installations or any of them or any other responsibility whatsoever regarding them.
 - 14.3 Where the Vendor is a party to any conditional or deferred sale or hire or hire purchase agreement as referred to in condition 14.1 the Purchaser shall keep the Vendor fully and effectually indemnified from and against all costs claims demands damages and losses and any other expenses arising from any breach non-observance or non-performance of the agreement (whether or not resulting from the sale to the Purchaser).
 15. Sale By Separate Lots Or Early Sale
 - 15.1 The Auctioneer reserves the right to sell all or any of the Properties in separate lots or sell in one lot where individual lots are offered.
 - 15.2 The Auctioneer reserves the right to sell prior to the auction.
 16. Vendor's Reserved Rights
The Vendor Reserves The Right to alter or add to the relevant Particulars of Sale and the relevant Special Conditions of Sale at any time prior to or at the auction.
 17. Planning Matters
No objection shall be made or requisition shall be raised as to the permitted use of any Property for the purpose of the Planning Acts and the Purchaser shall take any Property sold to him subject to all relevant matters under the Planning Acts including (without prejudice to the generality) contraventions and alleged contraventions of them or any of them.
 18. Matters Affecting The Property
 - 18.1 Each Property is sold subject to such of the following matters as affects it:
 - 18.1.1 all matters capable of registration as local land charges but not so registered on or before the date of the auction.
 - 18.1.2 all notices served and orders demands proposals or requirements made by any competent authority whether before or after the date of the auction.
 - 18.1.3 all easements quasi-easements rights exceptions or other similar matters whether or not apparent on inspection or disclosed in any of the documents referred to in these General Conditions of Sale or the relevant Special Conditions of Sale.
 - 18.2 The Purchaser shall take any Property sold to him subject to and shall be responsible for complying with all lawful notices and/or lawful requirements relating to that Property and made by a competent authority person or body and whether served or intimated before or after the date of the auction.
 - 18.3 Notwithstanding anything contained or referred to in these General Conditions of Sale or in the relevant Particulars of Sale or in the relevant Special Conditions of Sale no representation warranty or condition (collateral or otherwise) is made or implied as to:
 - 18.3.1 the state or condition of any Property or any part of it.
 - 18.3.2 whether any Property is subject to any resolutions schemes development orders improvements plans improvement notices or schemes sanitary notices or intimation notices or proposals under the Housing Act 1985.
 - 18.3.3 whether any property is in an area where redevelopment is proposed or is subject to a road widening proposal or scheme or any similar matter affecting its use and occupation.
 - 18.4 The Purchaser shall be deemed to purchase any Property in all respects subject to such (if any) of the matters referred to in condition 18.3 as affect it whether or not he made any enquiry regarding these matters or any of them and neither the Vendor nor the Auctioneer shall be required or bound to inform the Purchaser of any of those matters (whether known to them or either of them or not) and the Purchaser shall not raise any requisition or make any objection in respect of any of those matters and neither the Vendor nor the Auctioneer
 - shall in any way be liable to the Purchaser in respect of any of those matters or any failure to disclose any of those matters (it being solely the duty of the Purchaser to satisfy himself at his own risk in respect of all those matters).
 19. Purchaser's Requisitions
 - 19.1 The Purchaser shall not raise any requisition or make any objection in relation to any of the matters referred to in conditions 10 11 13 and 18 and the Purchaser shall indemnify the Vendor in respect of any claims which have arisen or may arise relating to those matters or any of them.
 - 19.2 In connection with the sale of each Property it shall be the sole responsibility of the Purchaser to satisfy himself before making a bid for any Property as to the accuracy of the particulars contained in the relevant Particulars of Sale.
 20. Disclaimer
The Purchaser admits:
 - 20.1 that prior to making his bid he inspected any Property sold to him and that he made his bid and purchases that Property with full knowledge of its actual state and condition and takes it as it stands.
 - 20.2 that he bid for any Property solely as a result of his own inspection and on the basis of the terms of these General Conditions of Sale and the relevant Particulars of Sale and not in reliance upon any representation or warranty (written or oral expressed or implied) made by or on behalf of the Vendor (save for any representation or warranty contained in written replies given by the Vendor's Solicitors to any preliminary enquiries raised by the Purchaser or the Purchaser's Solicitors prior to or at the auction) which replies were given subject to any terms and conditions upon which they were expressed to be given and
 - 20.3 the agreement constituted by these General Conditions of Sale the relevant Special Conditions of Sale the relevant Particulars of Sale and the relevant Memorandum of Contract contains the entire agreement between him and the Vendor.
 21. Purchaser To Be Liable As Principal
The Purchaser shall be personally liable on making an accepted bid whether or not he purports to act as agent for a principal (and despite him purporting to sign the relevant Memorandum of Contract in a representative capacity) Provided that if the relevant Memorandum of Contract is so signed the liability of the Purchaser and the Principal shall be joint and several and Provided that an individual may bid on behalf of a company without incurring personal liability if he has notified the Auctioneer before commencement of the auction that he intends to bid on behalf of a company and of the identity of that company and
 - 21.2 the Auctioneer accepts such bids.

