

Land at Winters Lane

Waddon, Portesham, Dorset

Land at Winters Lane

Waddon
Portesham
Dorset DT3 4ER

14.88 acres of agricultural land with outstanding views from White Nothe to Start Point, over Chesil and the Fleet, offered for sale in two lots

FOR SALE BY PUBLIC AUCTION AND VIA LIVESTREAM AT 2:00PM ON THURSDAY 24TH JULY 2025 AT DIGBY MEMORIAL CHURCH HALL, DIGBY ROAD, SHERBORNE, DT9 3NL.

- Lot A - 14.05 acres of south-facing permanent pasture
 - Outstanding 180° sea views
- Lot B - 0.83 acres of permanent pasture
 - Close to the village of Portesham

Guide Price
Lot A - £110,000*
Lot B - £20,000*

Freehold

For sale by Public Auction

Dorchester Agricultural
01305 236237
burraton@symondsandsampson.co.uk



(Not to scale – for illustration & descriptive purposes only)



THE LAND

A total of 16.88 acres of south-facing, sloping permanent pasture land with outstanding views from White Nothe to Start Point and over Chesil and the Fleet.

Lot A - 14.05 acres of level to sloping, stock-fenced land laid to permanent pasture, with outstanding 180° sea views.

Lot B - 0.83 acres of stock-fenced permanent pasture with road frontage.

All of the land is free-draining grade 3 agricultural land, with shallow lime-rich soil.

SITUATION

The land enjoys a rural location 0.4 miles from the village of Portesham. The land is approximately 5 miles from Dorchester and Weymouth and just 2.5 miles from Chesil Beach.

DIRECTIONS

From Dorchester, take the A35 heading west towards Bridport. After approximately 3 miles, turn left onto Coombe Road. At the junction, turn right, then left to stay on Coombe Road. Continue to the village of Portesham. After entering the 30mph zone, continue for 0.25 miles, then turn left onto Winters Lane. The access track to Lot A is found on the left after 0.3 miles, signposted Portesham Farm. Lot B is currently accessed from Lot A. Lot B also has road frontage to Winters Lane, approximately 0.3 miles east of the access track to Lot A.

ACCESS

The legal title does not contain a written right of way for the property to use the private track between Winters Lane and the access gate. Please see the legal pack for a draft statement of truth evidencing that a prescriptive right of way has arisen through long use. Lot B is to source its own access from Winter's Lane (subject to planning) independent of Lot A.

SERVICES

A private water supply currently serves the property via a neighbour. This is an unwritten and informal arrangement, and the Vendor does not propose to formalise it with a deed of easement before completion. For more information, please see "Agents Note".

DESIGNATIONS

Both Lot A and Lot B are located in Dorset's Natural Landscape (formerly AONB) and are in a Nitrate Vulnerable Zone. Lot A contains a scheduled monument.

RIGHTS OF WAY

Both Lot A and Lot B are registered as 'open access land' under The Countryside Rights of Way Act 2000.

Lot A is sold subject to a right of way reserved for the Vendor, hatched in blue on the sale plan, for the purposes of accessing the Vendor's Retained Land to

the North-East of the Property (see draft transfers for further information). A footpath crosses Lot A.

AGENTS NOTE

Water Supply - Contact details for the adjoining landowner can be supplied if prospective purchasers are interested in negotiating a formal water supply easement. If a mains connection is required, a water main runs beneath Winters Lane to the South. Prospective purchasers should make their own enquiries with Wessex Water about the feasibility and cost of a new connection. If required, the transfer documentation will grant the buyer of lot A the right to install a water pipe beneath lot B for the purposes of installing a mains connection (please refer to the drainage and water search as well as the draft transfers of part contained within the auction pack for further information).

Please note that there are discrepancies between the title plan and sections of the boundary fence on the ground. Consequently, there are strips of land that are physically fenced within the land but form part of a neighbouring title. The Seller is only able to sell land within title DT249181. Please see the legal pack as well as the title and sales plans for further information.

Lot B will be offered for sale following a successful sale of Lot A. If Lot A is not sold, Lot B will not be offered.

TENURE

Freehold with vacant possession upon completion.

MOBILE COVERAGE AND BROADBAND

Mobile phone coverage is likely from O2, Three, EE and Vodafone (Ofcom.org.uk). No broadband.

GRANTS & SUBSIDIES

No basic payment scheme entitlements or delinked payments are included. The land is not subject to any Environmental Stewardship or Countryside Stewardship agreements, nor any Sustainable Farming Incentive agreements.

LOCAL AUTHORITY

Dorset Council – 01305 221000
www.dorsetcouncil.gov.uk

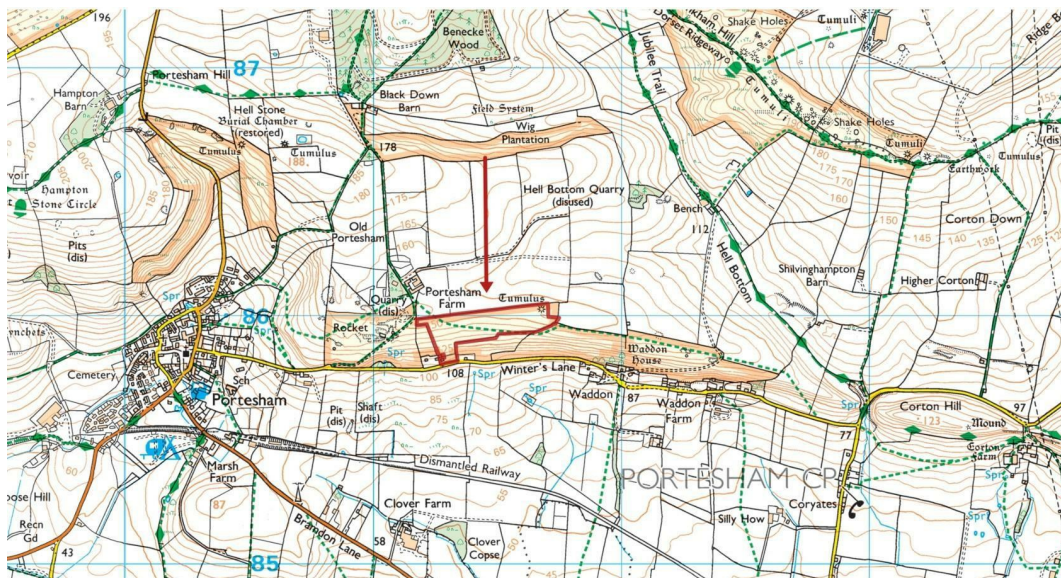
WHAT3WORDS

LOT A - ///latitudes.amended.snowballs
LOT B - ///unionists.suspended.spilling

SOLICITORS

Porter Dodson Solicitors, Mey House, Bridport Road, Poundbury, Dorchester, DT1 3QY
Rob Oliver - rob.oliver@poterdodson.co.uk / 01305 756302





AUCTION CONDITIONS OF SALE AND NOTES

For full details please refer to the auction catalogue available online at www.symondsandsampson.co.uk/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 £1,500 (£1,250 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.



Viewing in daylight hours with a set of these particulars in hand, having first informed the agents.

GJW 06/05/2025



01305 236237

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Dorchester, Dorset DT1 3GR



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 properties have all necessary planning, building regulation or other consents and Symonds and Sampson LLP have not tested any services, equipment or facilities. 3. We have not made any investigation into the existence or otherwise of any issues concerning pollution of the land, air or water contamination and the purchaser is responsible for making his/her own enquiries in this regard. 4. The property is sold subject to and with the benefit of all existing wayleaves, easements and rights of way whether public or private, specifically mentioned or not. The vendors shall not be required to define any such rights, privileges or advantages.

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AUCTION NOTES

Prospective buyers are strongly advised to take note of the advice and information given in these important notes. 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. The 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 properties have all necessary Planning, Building Regulation or other consents, and Symonds & Sampson LLP have not tested any services, equipment or facilities. Purchasers must satisfy themselves by inspection or otherwise.

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 £1,500 (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 £1,500 (£1,250 + 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 office before 10am on the day of the sale in order to and 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.