

An aerial photograph of a rural landscape. In the foreground, a large, long barn with a corrugated metal roof is partially obscured by a dense line of green trees. The barn's roof shows signs of rust and wear. Surrounding the barn are several large, open fields in various shades of green and yellow, separated by hedges and smaller trees. In the background, the landscape continues with rolling hills, more fields, and a few scattered buildings under a clear blue sky.

Symonds
& Sampson

Lower Tidderson Barn and Land

Rackenford, Tiverton, Devon

Lower Tidderson

Barn

Rackenford
Tiverton
Devon
EX16 8DN

Two-bedroom property within a barn offers rare opportunity alongside approximately 34.89 acres of pastureland. All available as 3 lots.



- Unique 2 bedroom property positioned within a timber barn and adjoining 4.92 acre field
- 9.62 acres of productive pastureland arranged in 2 parcels with direct road frontage and access
- Attractive block of pastureland extending to 25.27 acres accessed just off of Tidderson Lane
- Located in a quiet, rural position on the outskirts of the popular village of Rackenford
- Good access to the A361 and J27 of the M5

Guide Prices

Lot A: £235,000 Lot B: £85,000

Lot C: £175,000

Freehold

For Sale by Auction on 03 October 2024

TivertonAgricultural
01884 218911

tiverton@symondsandsampson.co.uk



LOT A

Situated on the outskirts of the popular village of Rackenford, the property provides a wonderful opportunity for use as a smallholding but also offers great scope for diversification or further development (STPP). It provides a tranquil retreat with its 4.92 acres (1.99 hectares) of level pastureland and private access via a quiet lane. The unique 2 bedroom dwelling, set within a large barn, benefits from full planning permission for residential use. The interior has been thoughtfully designed and includes an open-plan kitchen and living/dining room with bi-fold glass doors to the outside patio area, giving views over the valley to the south. In addition, there are two bedrooms, a modern shower room, plus a further three large rooms and a second toilet/shower room. The property is constructed from insulated blocks, timber clad, with full double glazing and partial under floor heating, offering rustic charm with modern comfort. What3words: ///actor.flown.liberated

LOT B

Level pastureland comprising 2 parcels extending to 9.62 acres (3.89 hectares) with direct road frontage and access. The soil is suitable for arable and grass production and is classified as Grade 3 on the Agricultural Land Classification Map. The parcels are enclosed by mature hedges and tree lined boundaries, the land being laid to pasture and has been cut for haylage this year. Well presented for agricultural, or potential equestrian or amenity use. What3words: ///polo.upholds.downsize

LOT C

An attractive block of productive, mostly level pastureland extending to approximately 25.27 acres (10.23 hectares) arranged in 4 parcels. The land is accessed from Tidderson Lane and is mainly enclosed by mature hedgerow and tree lined boundaries. The land is classified as Grade 3 and 4 on the Agricultural Land Classification Map. In addition to agricultural use, the land has significant potential for environmental, conservation and wildlife preservation projects. There are no services currently connected, but the mains water pipe (South West Water) runs the length of Tidderson Lane, passing close to the access to lot C, allowing future connection if required. What3words: ///unusable.caravan.baker



SITUATION

Lower Tidderson Barn lies in a highly attractive location on the outskirts of the village of Rackenford, and within easy reach of the market towns of Tiverton and South Molton. Rackenford is a thriving community with a sought after primary school, community-run village shop, pub, social club, church, children's nursery, tennis court and playground. Both Tiverton (approx 7.4 miles) and South Molton (approx 13.4 miles) offer a variety of independent shops, good schools, weekly markets with fresh produce and local crafts, cafes, restaurants and pubs, plus numerous commercial, sporting and cultural activities. The A361 North Devon Link Road is a key route and, being only a short drive away, enhances the accessibility of Lower Tidderson Barn. It provides a direct route to J27 of the M5 and Tiverton Parkway mainline railway station, giving easy connection to Exeter, Bristol and the wider regional network. To the west, heading past South Molton, the A361 leads to Barnstaple, Bideford, Westward Ho! and the beautiful North Devon coast.

SERVICES

Lot A: Mains electric, mains water and private drainage system.

Partial underfloor heating.

Lot B: No services available Lot

C: No services available

RIGHTS OF WAY

There are no public footpaths crossing the property but please rely on the results of the local authority search. There is a reserved right of access to maintain a water pipe crossing through lot C.



TENURE

Freehold with vacant possession upon completion.

DESIGNATIONS

All lots fall within a Nitrate Vulnerable Zone. The land is not entered in any Environmental Stewardship Agreements. Any delinked payments will be retained by the seller.

SOLICITORS

Harris & Harris Solicitors Frome,

01373 463366

ben.monksummers@harris-harris.co.uk

LOCAL AUTHORITY

North Devon Barnstaple

EX32 2GR

Lot A Council Tax Band: A

AGENTS NOTE

The access track to Lot A is currently registered under the title to the adjoining property to the north. The seller believes this is a land registry mapping error but a declaration of long user by the vendor will be supplied to confirm the prescriptive access rights as the track has been in use since its construction in 1992 without issue.

Potential purchasers are strongly advised to fully consider the content of the legal pack which provides further detail in reference to rights of way, wayleaves, services and sporting rights as summarized in these particulars.



AUCTION CONDITIONS OF SALE AND NOTES

For full details please refer to the auction catalogue available online at 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 £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



Lower Tidderson Barn, Rackenford, Tiverton

Approximate Area = 1516 sq ft / 140.8 sq m (excludes barn)

For identification only - Not to scale



Energy Efficiency Rating		Current	Potential
Very energy efficient - lower running costs			
(92+)	A		
(81-91)	B		
(69-80)	C		74
(55-68)	D	60	
(39-54)	E		
(21-38)	F		
(1-20)	G		
Not energy efficient - higher running costs			
England & Wales		EU Directive 2002/91/EC	



GROUND FLOOR



Floor plan produced in accordance with RICS Property Measurement Standards incorporating International Property Measurement Standards (IPMS2 Residential). © nichecom 2024. Produced for Symonds & Sampson. REF: 1165221



Tiverton/SS/Aug 2024



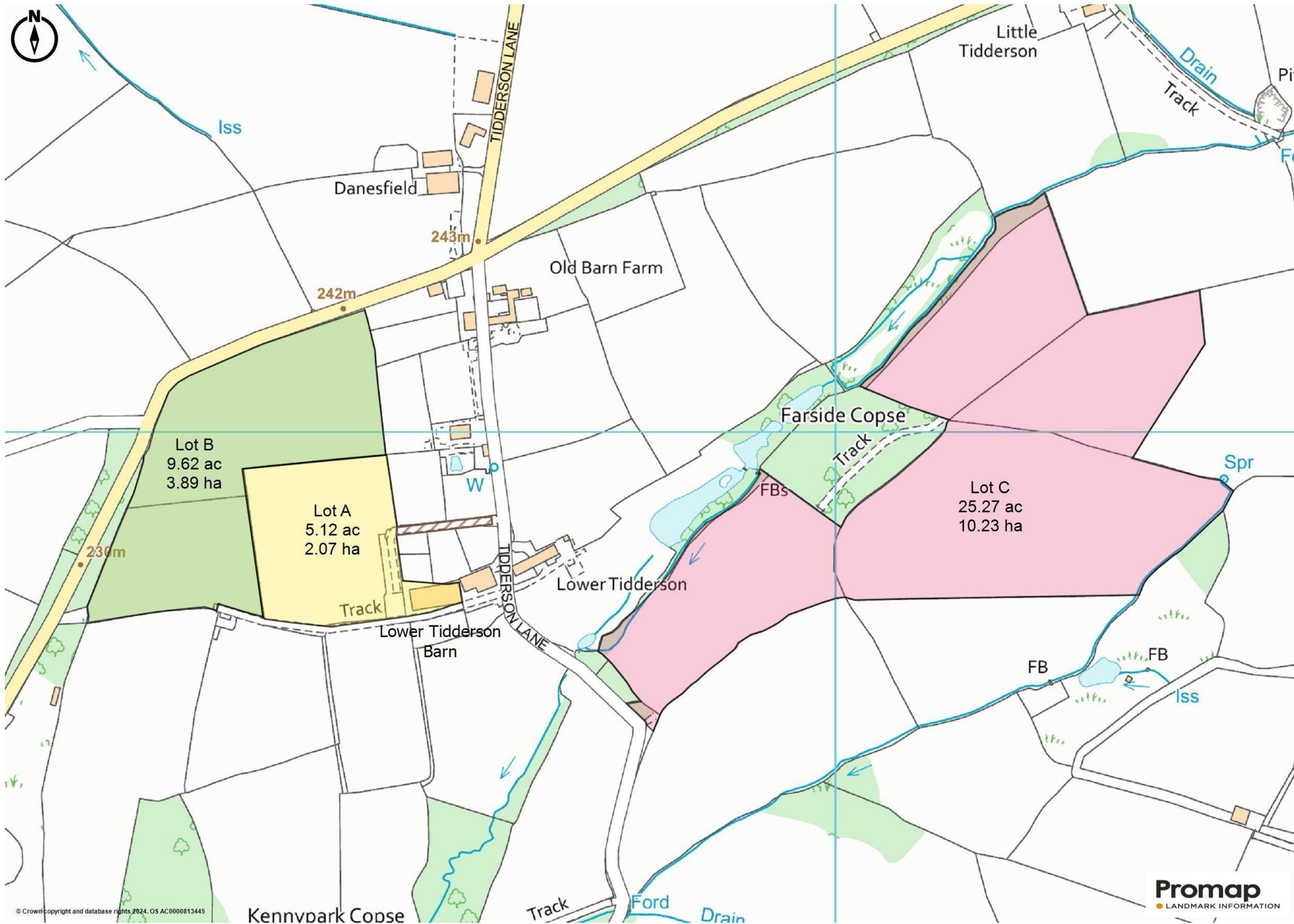
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Important Notice: Symonds & Sampson LLP and their Clients give notice that: 1. They have no authority to make or give any representations or warranties in relation to the property. These particulars do not form part of any offer or contract and must 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 properties have all necessary planning, building regulation or other consents and Symonds and Sampson LLP have not tested any services, equipment of 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.

SALES | LETTINGS | AUCTIONS | FARMS & LAND | COMMERCIAL | NEW HOMES | PLANNING & DEVELOPMENT



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 authorized 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 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.