LAND AT ROSNEATH ROSNEATH, HELENSBURGH, DUNBARTONSHIRE

Galbraith

LAND AT ROSNEATH, ROSNEATH, HELENSBURGH, DUNBARTONSHIRE

Attractive block of amenity land and woodland on the Rosneath Peninsula

Rosneath 1/4 mile • Helensburgh 15 miles • Glasgow 44 miles

- Attractive block of grazing and pasture ground
- Land with longer term development opportunities (subject to the necessary planning consents)
- Areas of amenity woodland
- Rural yet accessible location close to amenities

Acreage 24.34 Ha (60.14 Acres)

FOR SALE AS A WHOLE OR IN 4 LOTS



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SITUATION

The Land at Rosneath is situated in a rural yet accessible location about 15 miles to the west of Helensburgh on the Rosneath Peninsula. The Rosneath Peninsula is situated within Argyll and Bute and is formed on its eastern shore from the confluence of the Firth of Clyde with the Gare Loch, and of the Clyde with Loch Long to the west.

DESCRIPTION

The Land at Rosneath extends to approximately 24.34 Ha (60.14 Acres) in total and comprises a mix of grazing and pasture ground with a small area of amenity woodland. The subjects of sale bound the settlement boundaries of Rosneath and Clynder, and may present longer term development opportunities subject to obtaining the necessary planning consents.

METHOD OF SALE

The Land at Rosneath is offered for sale as a whole or in 4 lots.

LOT 1: 9.40 Ha (23.22 Acres)

The land in Lot 1 is located to the west of the settlement boundary of Clynder, and extends to about 9.40 Ha (23.22 Acres) in total. The land has been classified as Grade 5.2 by The James Hutton Institute. The land is generally of an easterly aspect lying between 18m and 103m above sea level. The land is enclosed to the west by an area of mature woodland which provides shelter, and enclosed to the east by the settlement of Clynder. The subjects comprise a mix of woodland and pasture land which have historically been used for the grazing of livestock.

LOT 2: 9.25 HA (22.86 ACRES)

The land in Lot 2 extends to about 9.25 Ha (22.86 Acres) in total. The land has been classified as Grade 5.2 by The James Hutton Institute, and is generally of an easterly aspect lying between 21m and 103m above sea level. The land is enclosed to the south and west by an area of mature woodland which provides shelter. There is a right of access for agricultural and forestry purposes only between points C-D-E on the enclosed sale plan.

LOT 3: 4.31 HA (10.65 ACRES)

The land in Lot 3 is located to the west of settlement boundary of Rosneath, and extends to about 4.31 Ha (10.65 Acres) in total. The land has been classified as Grade 5.2 by The James Hutton Institute. The land is generally of an easterly aspect lying between 18m and 58m above sea level. The land is enclosed to the east by the residential settlement of Rosneath and open pasture land to the south and west. The subjects comprise primarily an area of open woodland, with areas of pasture land. There is a right of access for agricultural and forestry purposes only between points C-D-E on the enclosed sale plan.

LOT 4: 1.38 HA (3.41 ACRES)

The land in Lot 4 lies to the west of settlement boundary of Rosneath and extends to 1.38 Ha (3.41 Acres) in total. The land has been classified as Grade 5.2 by The James Hutton Institute, and lies to the north west of the Clachan Burn. There is a right of access for agricultural and forestry purposes only between points C-D on the enclosed sale plan.

IACS

All the farmland is registered for IACS purposes.

NITRATE VULNERABLE ZONE (NVZ)

The Land at Rosneath is not included within a Nitrate Vulnerable Zone.

BASIC PAYMENT SCHEME (BPS) 2022

There are no Basic Payment Scheme Entitlements included in the sale of the land. If applicable, the purchaser(s) will be responsible upon occupation of the subjects of sale to comply fully with the Statutory Management requirements to maintain the farmland in Good Agricultural and Environmental Condition (GAEC) as laid down under the Cross Compliance rules of the Basic Payment Scheme (BPS) for the remainder of the scheme year.

LESS-FAVOURED AREA SUPPORT SCHEME (LFASS)

All of the land has been designated as being within a Less-Favoured Area.

LOCAL AUTHORITY

Argyll & Bute Council Kilmory Lochgilphead Argyll PA31 8RT T: 01546 602 127

SGRPID

Cameron House Albany Street Oban PA34 4AE T: 0300 244 9340 E: SGRPID.Oban@scotland.gsi.gov.uk

SOLICITORS

Anderson Strathern 1 Rutland Court Edinburgh EH3 8EY T: 0131 270 7700 E: Stuart.Orr@andersonstrathern.co.uk

CLAWBACK AGREEMENT

The missives of sale of Lot 1 will be subject to the purchaser(s) agreeing to a clawback 30% of the uplift in value of this Lot, in the event that more than one residential house is built on the subjects forming Lot 1. This reflects the terms put in place by the previous owner of the access road serving the Lot. A full copy of those terms are available from the seller's solicitors.

MINERALS

The mineral rights are not included in the sale insofar as these are not owned by the Seller.

TIMBER

All fallen and standing timber is included in the sale insofar as it is owned by the Seller.

SPORTING RIGHTS

Insofar as these rights form part of the property title they are included within the sale.

DEPOSIT

A deposit of 10% of the purchase price shall be paid within seven days of completion of Missives. Deposit will be non-refundable in the event of the purchaser failing to complete for reasons not attributable to the Seller or their Agents.

DIRECTIONS VIA WHAT3WORDS

Lot 1: https://what3words.com/waking.darkens.buckets

- Lot 2: https://what3words.com/irrigated.mull.hood
- Lot 3: https://what3words.com/dreamer.emotional.gifts
- Lot 4: https://w3w.co/rags.retaliate.prompt

VIEWING

Strictly by appointment with the Selling Agents.

POSSESSION AND ENTRY

Vacant possession and entry will be given on completion or such mutual time to be agreed by the Seller and the Purchaser(s).

ANTI MONEY LAUNDERING (AML) REGULATIONS

Please note that under the 2017 AML regulations we are legally required to carry out money laundering checks against Purchasers. To enable us to complete these checks purchasers will need to provide along with their offer either:

- a) originals of primary (eg a passport) and secondary (eg current council tax or utility bill) ID; or
- b) copies of such primary and secondary ID certified and dated by the purchasers' solicitors as true copies along with written confirmation from the purchasers' solicitors that they accept that we will be relying on this copy ID for AML purposes.

Failure to provide this information may result in an offer not being considered.



HEALTH & SAFETY

The property is an agricultural holding and appropriate caution should be exercised at all times during inspection particularly in reference to the woodland, farmland and water courses.

THIRD PARTY RIGHTS AND SERVITUDES

In the event the subjects are sold in lots, and if required, a deed of condition will be entered into by the Purchasers governing access, maintenance, services and boundaries. The subjects are sold together with, and subject to, all existing rights of way, servitudes, wayleaves and others whether contained in the Title Deeds or otherwise, and Purchasers will be deemed to have satisfied themselves in respect thereof.

AMC PLC FINANCE

Galbraith are approved Agents for the Agricultural Mortgage Corporation (AMC) and we can assist you in securing finance loans for a variety of farming purposes including the purchase of land and property, restructuring debt, and to provide working capital for diversification, improving or erecting farm buildings. For further details and to discuss any proposals in confidence please contact Alistair Christie in our Galbraith Stirling office on 01786 435047 Email: alistair.christie@galbraithgroup.com

IMPORTANT NOTES

1 These particulars are intended to give a fair and overall description of the property. If any points are relevant to your interest, please ask for further information, prior to viewing. Prospective purchasers are advised to seek their own professional advice. 2 Areas, measurements and distances are given as a guide. Photographs depict only certain parts of the property. Nothing within the particulars shall be deemed to be a statement as to the structural condition, nor the working order of services and appliances. 3 These particulars shall not be binding on our clients whether acted on or otherwise, unless the same is incorporated within a written document, signed by our clients or on their behalf, satisfying the requirements of Section 3 of The Requirements of Writing (Scotland) Act 1995. 4 Closing Date - A closing date may be fixed. Prospective purchasers who have notified their interest through lawyers to Galbraith, in writing, will be advised of a closing date, unless the property has been sold previously. The Seller will not be obliged to accept the highest, or indeed any offer and has the right to accept an offer at any time or withdraw the property from the market. The Seller will not be liable for any costs incurred by interested parties. 5 Offers - Formal offers in the acceptable written Scottish Legal Form should be submitted to the local Galbraith office per these sale particulars, through a Scottish Lawyer, confirming; if an offer is in relation to the whole, or a specific lot, or a combination of lots, and if the offer is subject to the sale of a property, together with proof of funding and Identification. 6 Third Party Rights and Servitudes The subjects are sold together with and subject to all existing rights of way, servitudes, wayleaves and others whether contained in the Title Deeds or otherwise, and purchasers will be deemed to have satisfied themselves in all respects thereof. 7. Photographs taken September 2022 8. Brochure prepared September 2022



