fisher german





LAND AT BEDLAY, BY MOLLINSBURN, NORTH LANARKSHIRE

A former colliery site close to Glasgow

Mollinsburn 2 miles ■ Coatbridge 4 miles ■ Glasgow 9.5 miles

- Areas of amenity woodland, scrubland and permanent grassland
- Development potential in areas, subject to gaining the necessary planning consents
- Good level of access via a number of internal stone tracks
- Situated in an accessible location with excellent links to the M73

About 47.42 Hectares (117.19 Acres) in total

FOR SALE AS A WHOLE

Galbraith

Stirling 01786 434600 stirling@galbraithgroup.com



Ashby de la Zouch 01530 412821 Carl.Pearson@fishergerman.co.uk







SITUATION

The Land at Bedlay is situated about 9.5 miles to the east of Glasgow, some 2 miles south of the settlement of Mollinsburn. The land sits in an accessible location with excellent links to the M73 motorway which is 2 miles to the north of the property, providing swift access to the M74, M80 and M8 motorways.

Glasgow Central Station is located about 10 miles to the west, providing regular connections to Edinburgh, Aberdeen, and East Kilbride. Glasgow Airport is also about 22 miles west, offering a large number of daily international and domestic flights.

DESCRIPTION

The Land at Bedlay extends to approximately about 47.42 Hectares (117.19 Acres) in total and comprises a former colliery site, which has been restored to form areas of amenity woodland, scrubland and grassland. The land benefits from an internal network of well-built stone roads which lead throughout the property from the main access track to the south west of the property onto Birkenshaw Road. The land ranges in height from 108m above sea level at its highest point to 79m at the lowest point.

METHOD OF SALE

The Land at Bedlay is offered for sale as a whole.

IACS

None of the land is registered for IACS purposes.

NITRATE VULNERABLE ZONE (NVZ)

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

BASIC PAYMENT SCHEME (BPS)

There are no BPS entitlements available with the Land at Bedlay.

LESS-FAVOURED AREA SUPPORT SCHEME (LFASS)

None of the land has been designated by LFASS.

POST CODE

The nearest postcode to the property is ML5 2QH

WHAT3WORDS

To find this property location to within 3 metres click on the following link; https://w3w.co/angel.mass.corrode

LOCAL AUTHORITY

North Lanarkshire Council 7 Scott Street Motherwell ML1 1PN

T: 0345 143 0015

MINERALS

These are excepted and reserved out of this transfer all mines and minerals, metals, ore, clay, stone, chalk, flints, marl, gravel, petroleum and its relative hydrocarbons and all other gases and substances in, on or under the Property of a kind normally worked by underground or surface working, other than those vested in the Crown or any statutory authority or other body whether by statute or otherwise (but without the power to work such mines and minerals, metals, ore, clay, stone, chalk, flints, marl and gravel).

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.

THIRD PARTY RIGHTS AND SERVITUDES

The subjects are sold together with, and subject to, all existing rights of way, servitudes, wayleaves, and others where contained in the Title Deeds or otherwise, and purchasers will be deemed to have satisfied themselves in all aspects thereof.

OVERAGE/CLAWBACK

The property is subject to an overage/ clawback clause, whereby 50% of any increase in value of the property from the subsequent grant and implementation of planning permission for any non-agricultural or non-forestry use. This would include any development which occurs under Permitted Development Rights. The term of this clause would be 25 years from the date of completion. There will be a standard security registered against the title with regard to the overage/clawback agreement in favour of the Seller.

SALE OVERAGE

The sale will be subject to a 12-month disposal restriction whereby the purchaser covenants with the seller not to make any Disposal save for Permitted Disposals at any time during the Restricted Period without first procuring that the person to whom the Disposal is being made has executed a Deed of Covenant. Restricted Period: means the period of 1 year starting on the date of this transfer and ending at midnight on the day immediately preceding the first anniversary of the date of this transfer.





BURDEN

The property is sold with a real burden preventing the use of the Property for carbon/biodiversity offsetting without the prior approval of CEMEX.

ENVIRONMENTAL CONDITION

"Environmental Condition" means the state and condition of the soil other strata surface or subsurface water groundwater all surface and subsurface structures (including but not limited to) mines, drains, and sewers, adits, tips, lagoons, spoil heaps, waste disposal sites whether closed or operational made ground and all contaminative or polluting substances.

The purchaser(s) accepts:

- That they have inspected and are familiar with the Property and that they enter
 into the Missives solely on the basis of its inspection and the express terms of
 the Missives and not in reliance upon any representation or warranty (whether
 written oral express or implied) made by on behalf the Seller save as such (if any)
 of the statements by the Seller's solicitors in written answers to enquiries before
 the Missives raised by the purchaser's solicitors as have been expressly relied
 upon by the purchaser(s); and
- That the seller has been afforded sufficient opportunity (including all necessary permissions) to enable them to undertake such independent investigations that it considers necessary with regard to the Environmental Condition of the Property (including but not limited to the presence in or under the Property of contaminating substances which present a risk of harm to human health or of pollution of the environment); and
- That the Purchase Price fully and adequately reflects the value of the property taking into account all knowledge (whether actual or imputed) of the Environmental Condition of the Property and on the assumption that the purchaser(s) will bear total liability including as to cost) for the remediation of the Property and that no liability whatsoever will attach to the seller.

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.

SOLICITORS

Burness Paull 2 Atlantic Square 31 York Street Glasgow, United Kingdom G2 8AS

DX: GW154 T: 0141 273 6749

E: Colin.Gillies@burnesspaull.com

VIEWINGS

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 a restored colliery site and appropriate caution should be exercised at all times during inspection.





FINANCE

Galbraith work with a number of lenders in the specialist agricultural market. We are able to introduce you to various lenders 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. Please note, Galbraith acts as an introducer, only and has no direct or indirect influence on the outcome of any lending application. Please discuss any funding requirements in confidence with the Selling Agent, or contact Alistair Christie in confidence on 07500794201 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 vorking 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 in April 2025. 8. Particulars written in April 2025.



