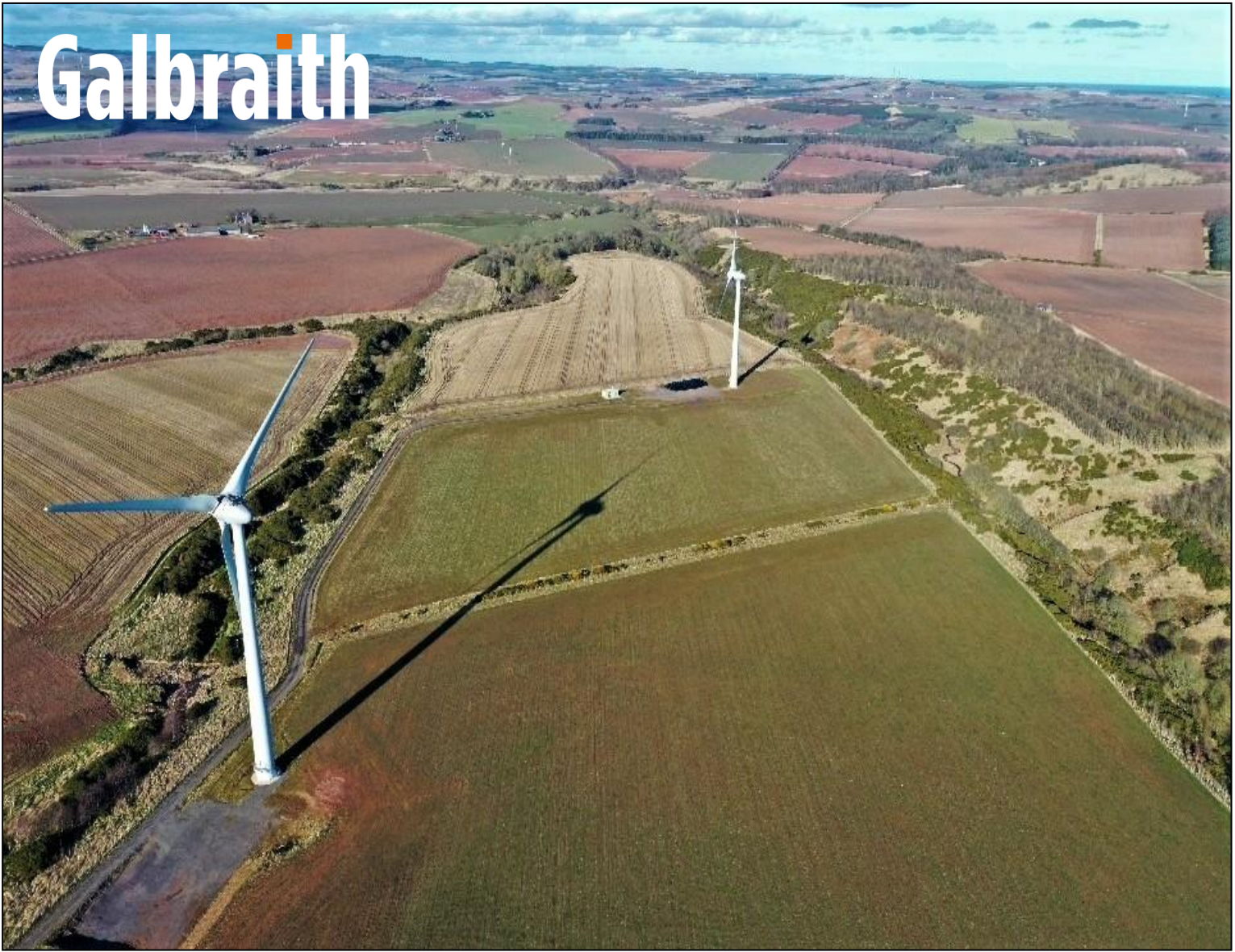


# Galbraith



## Land at Brownieleys Laurencekirk, Aberdeenshire

**A ring-fenced block of predominantly Grade 3.1 arable land**

**About 126.77 acres (51.30 ha)**

**Laurencekirk 6 miles    Stonehaven 14 miles    Aberdeen 33 miles**

**For Sale as a Whole**

Lynedoch House  
Barossa Place  
Perth, PH1 5EP  
01738 451111  
perth@galbraithgroup.com

## GENERAL

The Land at Brownieleys is situated a short distance from the A90 lying 6 miles (9.6 km) to the east of Laurencekirk and 4 miles (6.4 km) west of Inverbervie, accessible via a public road.

## SITUATION

The land is located in in the County of Aberdeenshire and within a predominantly agricultural area.

## DESCRIPTION

The land comprises three large arable fields extending to around 83.35 acres (33.73 hectares) alongside a further six adjoining fields of new and existing woodland planting of around 43.42 acres (17.57 hectares) The land is classed as Grade 3.1, 3.2 and 5.3 by the James Hutton Institute, sits between 97m and 167m above sea level, and enjoys a gentle, north-facing aspect.

The cropping history for the land is as follows:-

Field No.	Area (acres)	Area (ha)	2016	2017	2018	2019	2020
1	44.45	17.99	SB	SB	WO	TGRS1	TGRS2
2	12.26	4.96	OSR	SB	TGRS1	TGRS2	TGRS3
3	26.64	10.78	WO	WW	SPEAS	WW	ARABLE
4	3.41	1.38	NETR_NA	NETR_NA	NETR_NA	NETR_NA	NETR_NA
5	2.15	0.87	NETR_NA	NETR_NA	NETR_NA	NETR_NA	NETR_NA
6	2.97	1.20	NETR_NA	NETR_NA	NETR_NA	NETR_NA	NETR_NA
7	12.90	5.22	NETR_NA	NETR_NA	NETR_NA	NETR_NA	NETR_NA
8	17.52	7.09	NETR_NA	NETR_NA	NETR_NA	NETR_NA	NETR_NA
9	4.47	1.81	EXCL/WAF	EXCL/WAF	EXCL/WAF	EXCL/WAF	EXCL/WAF
<b>Total</b>	<b>126.77</b>	<b>51.30</b>					

There are three turbines which operate on the land. The turbines, access tracks and their solemn do not form part of the subjects for sale. A servitude right of access will be granted to the purchaser of the land from point A to B as shown on the attached plan.

## BASIC PAYMENT SCHEME (BPS) 2020

Basic Payment Entitlement was established on 15<sup>th</sup> May 2015. The Basic Payment Entitlements may be included by separate negotiation. Further details of the Basic Payment Entitlement are available from the Selling Agent.

## ENVIRONMENTAL STIPULATIONS

All of the land is designated as non-LFA and is situated within the Strathmore and Fife Nitrate Vulnerable Zone (NVZ).

## SPORTING RIGHTS

The sporting rights are included in the sale.

## POSTCODE

AB30 1JN

## VIEWING

Viewing is by appointment only through the Selling Agents – Galbraith, Tel 01738 451111.

## LOCAL AUTHORITY

Aberdeenshire Council, Kincardine and Mearns Area Office, Viewmount, Arduthie Road, Stonehaven AB39 2DQ. Tel: 01569 690541.

## RURAL PAYMENTS INSPECTION DIRECTORATE

SGRPID, Thainstone Court, Inverurie AB51 5YA Tel: 0300 244 6822

## SOLICITOR

Peterkins, 100 Union St, Aberdeen, AB10 1QR Tel: 01224 428000

## POSSESSION AND ENTRY

Vacant possession and entry will be given on completion to be mutually agreed and subject to any leases.

## 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:

- 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 farm land and water courses.

#### INGOING VALUATIONS

The purchaser shall, in addition to the purchase price, be obliged to take over and pay for at a valuation to be agreed between two valuers, one acting for each party, or an arbiter provided by the valuers or, failing agreement as the appointment, by the President for the time being of the Royal Institution of Chartered Surveyors (Scottish Branch) the following:

1. All cultivations carried out in preparation for the 2020 crop valued on a labour and machinery basis.
2. All growing crops, on a seed, labour, lime, fertiliser, sprays and machinery basis with an increment representing the enhanced value of the establishment and age of such growing crops.

**Note** - If the amount of the valuations has not been agreed within ten days of the date fixed for completion then the purchaser shall pay to the seller such a sum as Galbraith shall certify on account in respect of the valuation pending agreement. Should such payment not be made within seven days of notification then interest will become payable on outstanding monies at 5% over Bank of Scotland base rate.

#### STIPULATIONS

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. The balance of the purchase price will fall due for payment at the date of entry (whether entry is taken or not) with interest accruing thereon at the rate of 5% above the Bank of Scotland base rate. No consignment shall be effectual in avoiding such interest.

#### DISPUTES

Should any discrepancy arise as to the boundaries or any points arise on the Remarks, Stipulations or Plan or the interpretation of any of them, the question shall be referred to the arbitration of the selling agents whose decision acting as experts, shall be final.

#### PLANS, AREAS AND SCHEDULES

These are based on the Ordnance Survey and are for reference only. They have been carefully checked and computed by the selling agents and the purchaser shall be deemed to have satisfied himself as to the description of the property and any error or mis-statement shall not annul the sale nor entitle either party to compensation in respect thereof.

#### OVERSEAS PURCHASERS

Any offer by a purchaser(s) who is resident outwith the United Kingdom must be accompanied by a guarantee from a banker who is acceptable to the sellers.

#### LOTING

It is intended to offer the property for sale as described, but the seller reserves the right to divide the property into lots, or to withdraw the property, or to exclude any property shown in these particulars.

#### GENERALLY

Should there be any discrepancy between these particulars, the General Remarks and Information, Stipulations and the Missives of Sale, the latter shall prevail.

#### 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 Galbraith, Lynedoch House, Barossa Place, Perth, PH1 5EP, 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** 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 March 2020.

