

LAND AT NEWLAW

Dundrennan, Kirkcudbright, Dumfries & Galloway, DG6 4QG

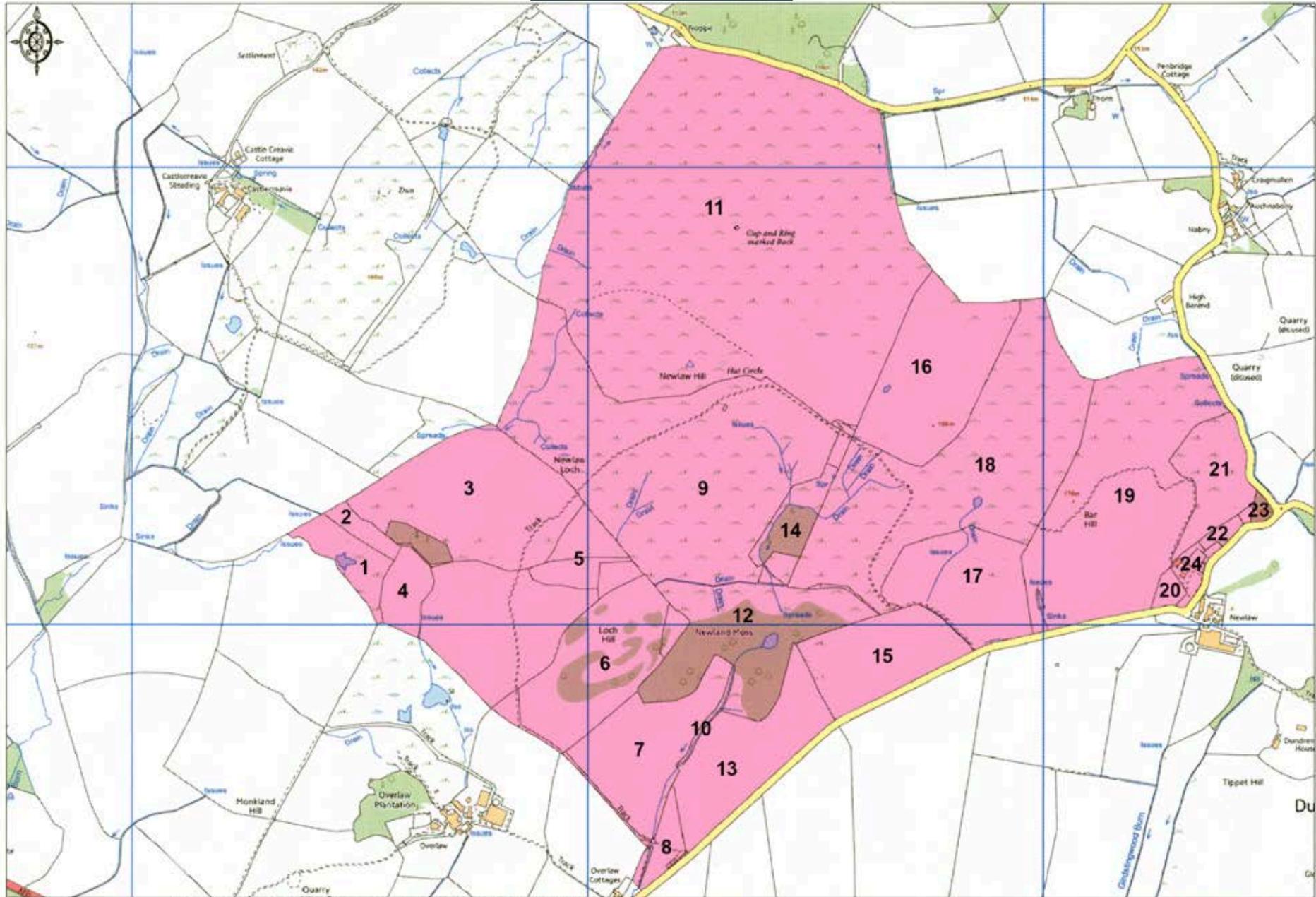
In all about 467.04 acres (189.01 ha)



THREAVE RURAL

LAND / ESTATE AGENTS
VALUERS & RURAL CONSULTANTS

Sale Plan



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NOT TO SCALE
Plan for indicative purposes only

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Dundrennan 1 mile, Auchencairn 4 miles, Kirkcudbright 5 miles, Castle Douglas 15 miles, Dumfries 33 miles

A PRODUCTIVE BLOCK OF AGRICULTURAL LAND LYING WITHIN THE CLIMATICALLY FAVOURED AND ATTRACTIVE AREA OF SOUTHWEST SCOTLAND

- SMALL AGRICULTURAL STEADING
- GRAZING & MOWING LAND
- AMENITY WOODLAND
- GOOD ACCESS TRACKS
- BASIC PAYMENT ENTITLEMENTS (123.12 REGION 1 & 20.20 REGION 2)

IN TOTAL ABOUT 467.04 ACRES (189.01 HA)

FOR SALE PRIVATELY



VENDORS SOLICITORS

Mrs Karen Baird
Hall Baird Solicitors
The Old Exchange
Castle Douglas
DG7 1TJ
Email: karen@hallbaird.co.uk



SOLE SELLING AGENTS

Threave Rural
The Rockcliffe Suite
The Old Exchange
Castle Douglas
DG7 1TJ
Tel: 01556 453 453
Email: enquiries@threaverural.co.uk
Web: www.threaverural.co.uk



INTRODUCTION

The land at Newlaw is situated about one mile northwest of the village of Dundrennan in Southwest Scotland. The area is distinctly rural in character with agriculture and tourism forming the backbone of the local economy.

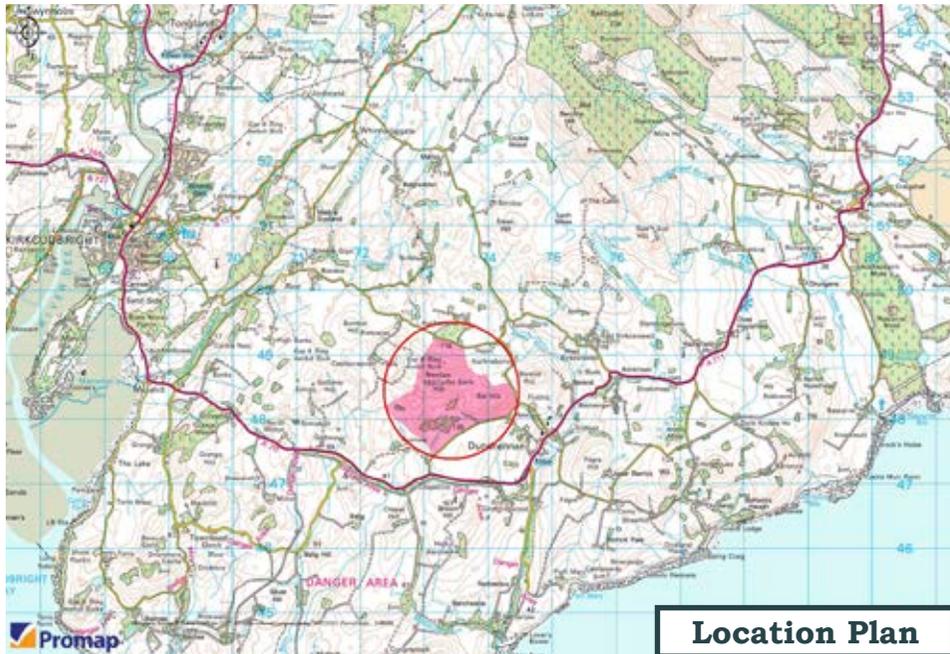
The region is noted for its fertile and productive grassland. The land lies in a climatically favoured area which is known for its mild climate and long growing season. This has contributed to it being recognised as one of the most productive livestock rearing and dairying areas in the United Kingdom.

The subjects are within easy reach of both Castle Douglas and Kirkcudbright, which provide all essential services with the regional centre of Dumfries, some 33 miles distant from the farm.

DIRECTIONS

From Kirkcudbright take the A711 and follow this road for approximately 4 miles, then turn left just after Chapelton steading and follow the unclassified road for about 0.4 miles and the land is located on the left hand side.

From Auchencairn Village on the A711 follow the road through Dundrennan Village and turn right just before Chapelton steading, as indicated on the location plan which forms part of these particulars.



METHOD OF SALE

The property is offered for sale by private treaty as a whole.

GUIDE PRICE

Offers for the land at Newlaw are sought in excess of: £870,000

VIEWING

By appointment with the sole selling agents:

Threave Rural
The Rockcliffe Suite
The Old Exchange
Castle Douglas, DG7 1TJ
Tel: 01556 453453
Email: enquiries@threaverural.co.uk
Web: www.threaverural.co.uk



PARTICULARS OF SALE

THE LAND AT NEWLAW

The Land at Newlaw extends in total to 467.04 acres (189.01 hectares) to include the areas occupied by the farm steading, access tracks, amenity woodland and Newlaw Moss. The agricultural land is contained within a ring fence in clearly defined field enclosures. At present the land is all down to grass for grazing or mowing, but it is noted that a number of the fields have, in the past, been cropped for cereals and for other forage crops. The land at Newlaw benefits from good road frontage with various access points and an internal hardcore roadway. At the southern end of the land there is a useful modern livestock handling facility, with arrangements for loading at the roadside.

The land rises from about 80m above sea level to 183m at Newlaw Hill and is mainly classified within yield classes 4² to 5² of the Macaulay Land Capability Scale as produced by the James Hutton Institute. Within the boundaries of the farm, and contained within the total acreage, are about 16 acres of amenity woodland, which were planted under Scottish Forestry Grant Scheme in 2005 / 2006. A further area of about 21.5 acres, known as the Newlaw Moss, is designated as a SSSI and is located at field 12 on the sale plan, which forms part of these particulars.



This productive commercial block of land has been designated, for the purposes of the Basic Payment Scheme, as regions 1 & 2 and the majority of the land is currently tenanted by a neighbouring farmer under a Short Limited Duration Tenancy (5 years ending 27th November 2017). We understand that the tenant has included the subjects within their IACS / SAF submissions as forage hectares and has benefited from both the basic payment, greening payment and LFASS over the entire subjects.

THE STEADING AT NEWLAW

Located to the south eastern edge of the land is a small steading comprising a pole barn of monopitch cantilever construction, with box profile cladding, a large former cattle corral and a purpose built stable block which benefits from both mains water and electricity supplies.





BASIC PAYMENT ENTITLEMENTS

The land at Newlaw has benefited from a Basic Payment Entitlement but given most of the property has been let on a Short Limited Duration Tenancy, the Sellers will use their best endeavours to transfer (with land) all and any entitlements that may be made available. The Sellers will not be held responsible for any siphon which may be applied to any transfer. The Basic Payment Entitlements equate to 123.12 region 1 & 20.20 region 2.

The land at Newlaw also benefited from a greening payment in 2017 and we can confirm that an IACS / SAF was submitted prior to 15th May 2017 by the tenant.

LESS FAVOURED AREA SUPPORT SCHEME (LFASS)

The land at Newlaw lies within a Less Favoured Area.

SINGLE APPLICATION FORM (IACS/SAF)

As stated earlier, the majority of the property was let to another who included the lands within their annual submission. A Land Maintenance Form will be provided to any purchaser at settlement.

MATTERS OF TITLE

The subjects are sold under the conditions in the title and any existing burdens (rights of way, rights of access, servitudes etc. whether public or private, and whether constituted in the title deeds or not). The purchaser(s) will be held to have satisfied themselves as to the nature of such burdens and are advised to contact the vendors' solicitor, **Karen Baird, Hall Baird Solicitors** for a definitive list of burdens subject to which the property is sold.

INGOING

There are no ingoing claims affecting the property.

ENTRY & VACANT POSSESSION

28th November 2017.

OFFERS (Closing Date)

Offers must be submitted in proper Scottish legal terms to **Threave Rural, The Rockcliffe Suite, The Old Exchange, Castle Douglas, DG7 1TJ**. A closing date for offers may be fixed and prospective purchaser(s) are advised to register their interest with the sole selling agents following inspection. The vendors do however reserve the right to sell the property without fixing a closing date or prior to the closing date. For those unfamiliar with the Scottish system the sole selling agents will be pleased to offer guidance and explain the procedure.

DEPOSIT

A 10% deposit of the purchase price will be payable to the vendors, solicitors at conclusion of the missives. This deposit will be Non-returnable in the event of the purchaser failing to complete the sale for any reason not attributable to the vendors or their agents. The balance of the purchase price is payable on the date of entry and interest at 5% above the Royal Bank of Scotland base rate will be charged on any balance of the payment from the date of entry until paid.

GENERALLY

Should there be any discrepancy between these particulars, the general remarks and information and the missives of sale, the latter shall prevail.

IMPORTANT NOTICE

Threave Rural for themselves and for the Vendors of this property, whose agents they are, give notice that:

1. These particulars do not form, nor form any part of, any offer or contract. Any contract relating to the sale of the property shall only be capable of being entered into by the Sellers' Solicitors.
2. These particulars are intended to give a fair description of the property, but neither Threave Rural, nor the vendors, accept any responsibility for any error they may contain, however caused. Any intending purchaser must, therefore, satisfy himself by inspection or otherwise as to their correctness.
3. No person in the employment of Threave Rural has any authority to make or give representation or warranty whatever in relation to this property nor is any such representation or warranty given whether by Threave Rural or the Vendors of this property.
4. The particulars are set out as a general outline only for the guidance of intending purchasers and do not constitute, nor constitute part of an offer or contract.
5. Nothing in these particulars shall be deemed to be a statement that the property is in good structural condition nor that any services, appliances, equipment or facilities are in good working order and no tests have been carried out on any services, fixtures and fittings which pass through, in, on, over, under or attached to the property (whether or not referred to in these particulars).
6. 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 property has all necessary planning, building regulation or other consents. The purchaser(s) must satisfy themselves by inspection or otherwise.
7. These particulars have been prepared in good faith and accordance with the Property Misdescriptions Act 1991 to give a fair overall view of the property. If any points are particularly relevant to your interest in the property, please ask for further information/verification. Prospective purchaser(s) should note, however, that descriptions of the property are subjective and are used in good faith as an opinion and not as a statement of fact. Please make further specific enquiries to ensure that our descriptions are likely to match your expectations of the property.

Particulars prepared August 2017

