



**LAND AND BUILDINGS AT CAIRNLEITH,
YTHANBANK, ELLON, AB41 7UB**



Viewing - By appointment with the selling agents Aberdeen & Northern Estates 01467 623800

Directions

From Ellon head north on the A948 for 1.6 miles turning left signposted (Hayhillock) and continue for 1.4 miles and turn right at the T-junction continue for 0.9 miles and turn left signposted (Schivas) and continue for a further 0.9 miles and the land is found on both sides of the road.

Land

The IACS registered land at Cairnleith extends to approximately 92.27ha (228 acres) and is available in 2 lots. The land is classified as predominately Grade 3(2) by the James Hutton Institute. The land has been farmed under an arable and grass rotation and is in good heart.

Lot 1 - Offers over £680,000

The land in lot one extends to 48.69ha (120.31 acres) and is classified as mainly Grade 3.2 with an area of Grade 3.1 by the James Hutton Institute. The buildings include a traditional u-shaped steading and a more modern steel portal frame building. In total the gross external area of the buildings is 1198 square metres.

Lot 2 - Offers over £570,000

Lot 2 comprises 5 fields of productive IACS registered land to the south of the public road extending to 43.58ha (107.69 acres) or thereby.

AS A WHOLE - Offers over £1,250,000

Entry

By agreement.

Entitlements

BPS Entitlements are not included in asking price but available by negotiation. All BPS Region 1 land.

Mineral Rights & Sporting Rights

Included in the sale, insofar as they are owned.

Local Authority

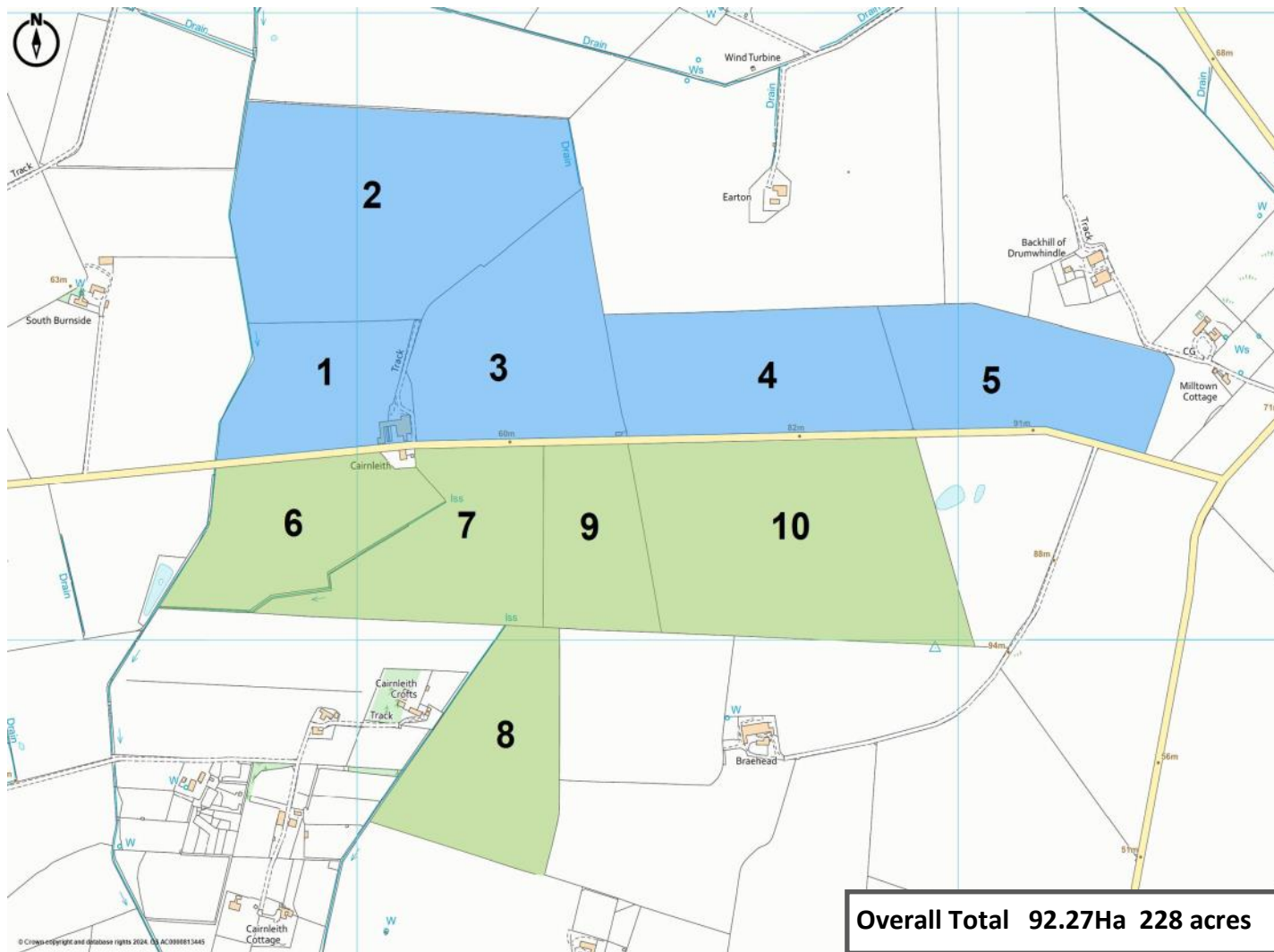
Aberdeenshire Council, Formartine Area Office, 29 Bridge Street, Ellon AB41 9AA Tel: 01467 538439

Note

Prospective purchasers should note that unless their interest in the property is formally intimated to the selling agents following inspection, the agents cannot guarantee that notice of a closing date for offers will be advised and consequently the property may be sold without notice.

Clawback

The property for sale will be subject to an obligation from the purchaser (and successors in Title) in favour of the seller to pay 25% of the uplift in value occurring as a result of any non-agricultural planning permission granted in the period of 20 years from completion of sale.



LOT 1				LOT 2					
		Ha	Acres			Ha	Acres		
1	NJ/90937/36404	5.54	13.69	6	NJ/90926/36196	7.06	17.45		
2	NJ/91038/36702	16.08	39.73	7	NJ/91171/36152	7.85	19.40		
3	NJ/91266/36470	9.76	24.12	8	NJ/91236/35831	7.74	19.13		
4	NJ/91668/36428	9.26	22.88	9	NJ/91402/36172	5.01	12.38		
5	NJ/92099/36433	8.05	19.89	10	NJ/91718/36173	15.92	39.34		
		Total Lot 1 :	48.69	120.31			Total Lot 2 :	43.58	107.69

IMPORTANT NOTICE

Nothing in these particulars shall be deemed to be a statement that the property is in good structural condition or otherwise or that any services, appliances, equipment or facilities are in good working order. Prospective buyers must satisfy themselves on all such matters prior to purchase.

Any areas, measurements or distances referred to are given as a **GUIDE ONLY** and are **NOT** guaranteed. If such details are fundamental to a purchase, buyers must rely on their own enquiries.

Where any reference is made to planning permissions or potential uses, such information is given by **ABERDEEN & NORTHERN ESTATES** in good faith. Prospective buyers should however make their own enquiries into such matters prior to purchase.

STIPULATIONS

Purchase Price

Within 7 days of completion of the exchange of missives a non-returnable deposit of 10% of the purchase price shall be paid. 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 Clydesdale Bank plc 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 but no warranty is given as to their accuracy and the property will be sold only on the basis of the seller's title and as possessed. The buyer(s) shall be deemed to have satisfied himself/themselves 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.

Lotting

It is intended to offer the property for sale as described, but the seller(s) reserves the right to divide the property into further lots, or to withdraw the property, or to include further property.

Offers

Formal offers, in the acceptable Scottish form should be submitted, along with the relevant anti-money laundering paperwork in accordance with The Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017, through a Scottish Solicitor, to the Selling Agent.

Servitude Rights, Burdens and Wayleaves

The property is sold subject to and with the benefit of all servitude rights, including rights of access and rights of way, whether public or private. The buyer(s) will be held to have satisfied himself/themselves as to the nature of all such servitude rights and others.

Apportionments

All outgoing shall be apportioned between the sellers and the buyer(s) as at the date of entry.

Obligations of Purchasers etc.

The sale is subject to all existing rights of occupation, whether under agreement or by law or custom or otherwise. Any obligations following upon these incumbent upon the seller(s) will be taken over by the buyer(s) who shall free and relieve the seller(s) of all claims for compensation under statute or otherwise. The seller(s) shall be under no obligation to obtain written or formal contracts, leases, agreements and others where these are informal or have not already been reduced to writing.

Title

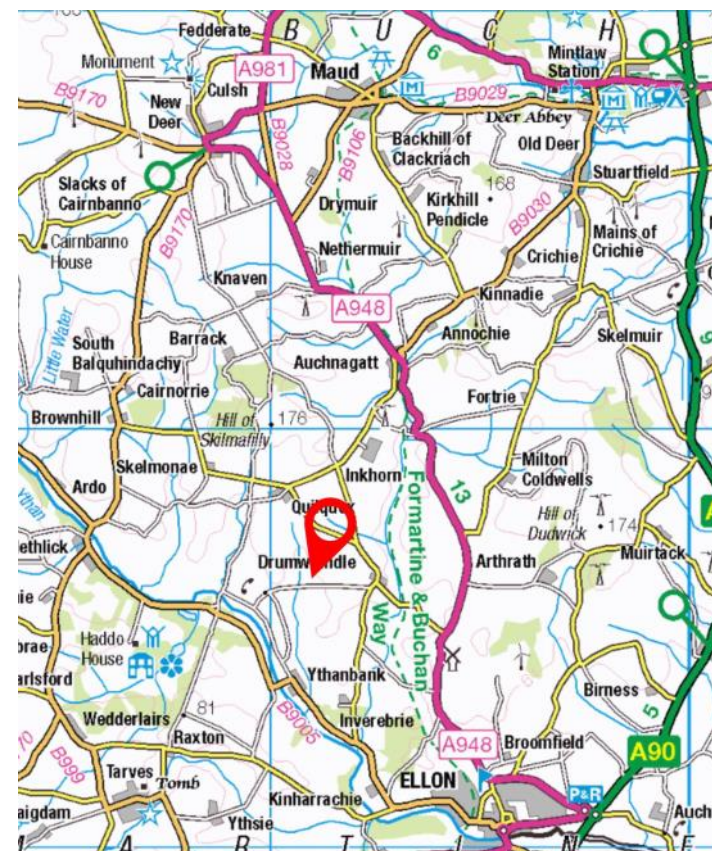
The buyer(s) shall be bound to accept the title as it presently stands in the name of the seller(s) and the conveyance in favour of the buyer(s) shall be subject to all the exceptions, reservations, burdens and conditions presently contained in the title deeds. There shall be excepted from warrandice in the conveyance in favour of the buyer(s) any leases, tenancies, tenants' rights, missives, agreements, rights of possession, rights of way, access rights, and sewerage and drainage facilities, and all other servitudes and other rights without prejudice to the right of the buyer(s) to quarrel or impugn the same on any ground not inferring warrandice against the seller(s).

Mis-representation

The property is sold with all faults and defects whether of condition or otherwise, and neither the seller(s) nor Aberdeen & Northern, the selling agents, shall be responsible for such faults or defects or for any statements contained in the particulars of the property prepared by the selling agents.

The buyer(s) shall be deemed to acknowledge that he has/they have not entered into this contract in reliance on any said statements, that he has/they have satisfied himself/themselves as to the content of each of the said statements by the inspection or otherwise, and that no warranty or representation has been made by the seller(s) or the said agents in relation to or in connection with the property. Any error, omission or mis-statement in any of the said statements shall not entitle the buyer(s) to rescind or to be discharged from this contract nor entitle either party to compensation or damages, nor in any circumstances to give either party any cause for action.

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