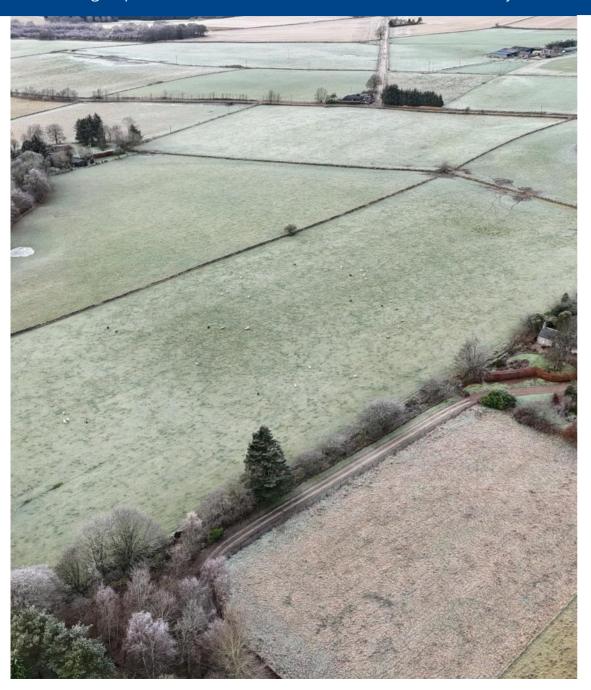


"Productive grade 3(1) and 3(2) land extending to 30.65 ha (76 acres) or thereby, enjoying good roadside access and a southeast facing aspect next to the River Deveron near Rothiemay"



### Agricultural land available in 2 lots

Lot 1 what3words location:///laces.curl.civil
Lot 2 What3wordslocation://owners.attends.deferring

For Sale as a whole or available in two lots:

# Offers Over £380,000 Property Highlights

- + IACS-registered land extending to 30.65 ha (75.74 acres) in total
- + Grade 3(1) and 3(2) productive land suitable for arable production
- + Large, south-east facing field parcels
- + Good roadside access in riverside location near Rothiemay

#### Lot 1 - Offers over £270,000

The land at Lower Woodside comprises of six IACS registered field parcels extending to 22.09 hectares (54.58 acres) or thereby. The land is classified as Grade 3(2) by the James Hutton Institute. The land slopes gently in a south-easterly direction, ranging in height from around 80 to 105 metres above sea level. The fields benefit from a mixture of stone dykes and post fencing, with the fields having been used for livestock grazing in recent years, though could be utilised for arable production. Furthermore, all fields (other than field 5) benefit from direct roadside access via the B9022 and B9118 main roads. All BPS Region 1 land.

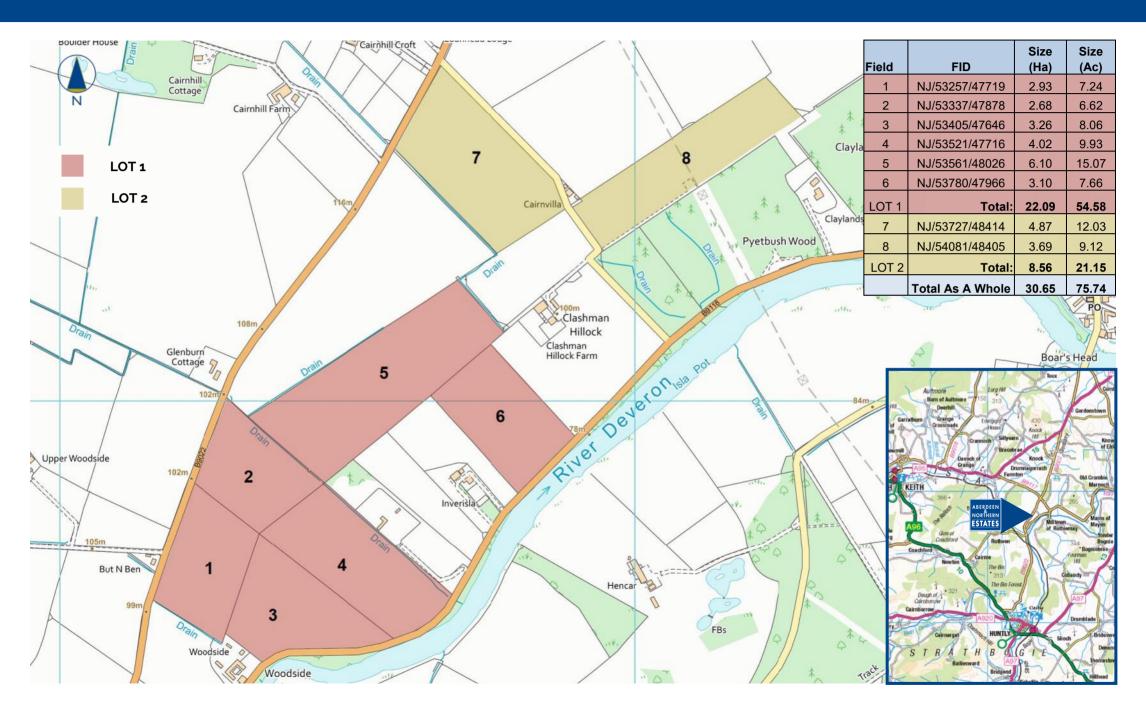
#### Lot 2 - Offers over £110,000

Land at Clashman Hillock comprises of two fields of IACS registered land that extends to 8.56 hectares (21.15 acres) or thereby. The land has been utilised for arable purposes in recent years, with the land being classified as a mix of grades 3 (1) and 3(2) by the James Hutton Institute and sloping gently in a south-easterly direction between 100 and 125 metres above sea level. Both fields also benefit from good roadside access, with field 7 being accessed directly from the B9022 road. Both fields are BPS Region 1.

#### **Distances**

Huntly 6 miles Keith 9 miles Inverurie 28 miles Aberdeen 46 miles

## Land at Clashman Hillock & Lower Woodside, Rothiemay, Huntly, AB54 7JP Location & Sale Plan



#### Property Details & Important Notices

BPS Entitlements: Not included in sale price but available by separate negotiation. All BPS Region 1. LFA D

Local Authority: Moray Council, Council Offices, Elgin, Moray, IV30 1BX

Entry: By arrangement

Mineral Rights & Sporting Rights: Included in the sale, insofar as they are owned.

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.

Anti Money Laundering Compliance: In accordance with The Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Paver) Regulations 2017, we are required to carry out checks and due diligence on property purchasers. If an offer has been accepted, the purchaser(s) will need to provide proof of identity. residence and proof of funds, as a minimum, prior to any transaction proceeding.

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. A right of access will be retained by the seller from A-B shown on the sale plan. A mains water pipeline is due to be installed early 2025 ask the selling agent for further details.

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 buver(s) to quarrel or impugn the same on any ground not inferring warrandice against the seller(s).



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 quaranteed. 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 Ltd in good faith. Prospective buyers should however make their own enquiries into such matters prior to purchase.

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 consignation 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. Apportionments: All outgoings 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. Mis-representation: The property is sold with all faults and defects whether of condition or otherwise, and neither the seller(s) nor Aberdeen & Northern Estates, 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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Viewing by appointment. The property is an agricultural holding and appropriate caution should be exercised at all times during inspection.



To view this property or for further information, contact our agent:

James Presly 01467 623800 estates@anmgroup.co.uk









#### Aberdeen & Northern Estates Ltd

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