

# LAND AT WHITEHOUSE FARM, LUMPHANAN, AB31 4QP

Lumphanan 2.8 miles

Aboyne 7 miles

Alford 9 miles

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**Offers Invited**

An extensive block of hill land extending to 48Ha (119 acres) or thereby in total. Includes approximately 13Ha (32 acres) of new conifer woodland planted in 2021 and potential for further woodland expansion. For sale as a whole

To view or for further information please contact:

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### Directions

From Banchory, travel west on the A93. Travelling through Kincardine O'Neil and turning right where signposted 'Lumphanan and Alford'. Continue on this road for approximately 3 miles before turning left where signposted 'Whitehouse'. Travel along the road for around 1.6 miles and the land is on your right. The exact location is shown on the attached OS plan.

### Description

A block of south facing grazing land and newly planted woodland extending to 48Ha (119 acres) or thereby in total as per the attached sale plan. According to the Macaulay Institute for Soil Research (now the James Hutton Institute) this land is classified as Grade 5(3) with areas of 4(2) and 5(2). The south facing land rises from approximately 300m to 380m above sea level.

The subjects include an area of newly created woodland in part of field parcels 1 and 2 to the west extending to 12.94Ha (31.97 acres) or thereby. This conifer plantation (Sitka Spruce / Hybrid Larch) was established in 2021 under a Forestry Grant Scheme. The site receives shelter from higher ground to the north and the adjoining plantations to the west and north.

A right of access to the subjects will be available from the public roads at points A and B on plan

There is a water tank at X (marked on plan) that feeds cattle troughs within the lower fields and the associated pipeline bisects the planting area. In addition a water supply (spring) and holding tank servicing Whitehouse is located at point Y and existing rights will remain for supply, maintenance and access.

### Entry

By agreement.

### Mineral Rights

Included in sale in so far as they are owned.

### Sporting Rights

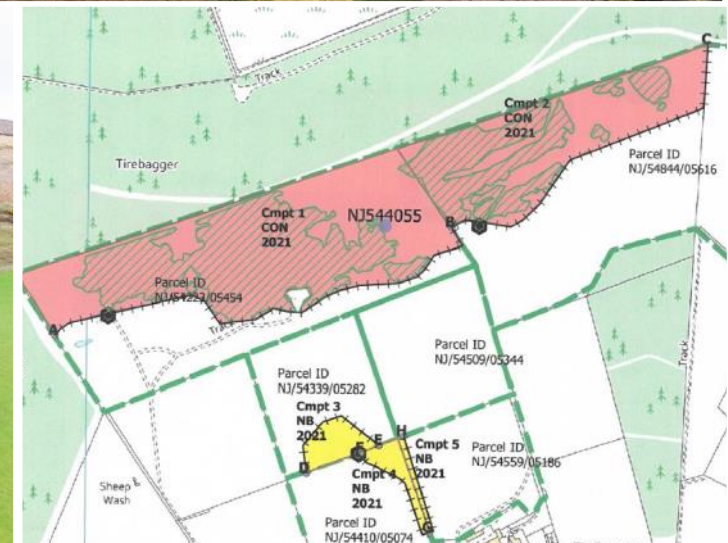
Existing rights to be retained by the vendors.

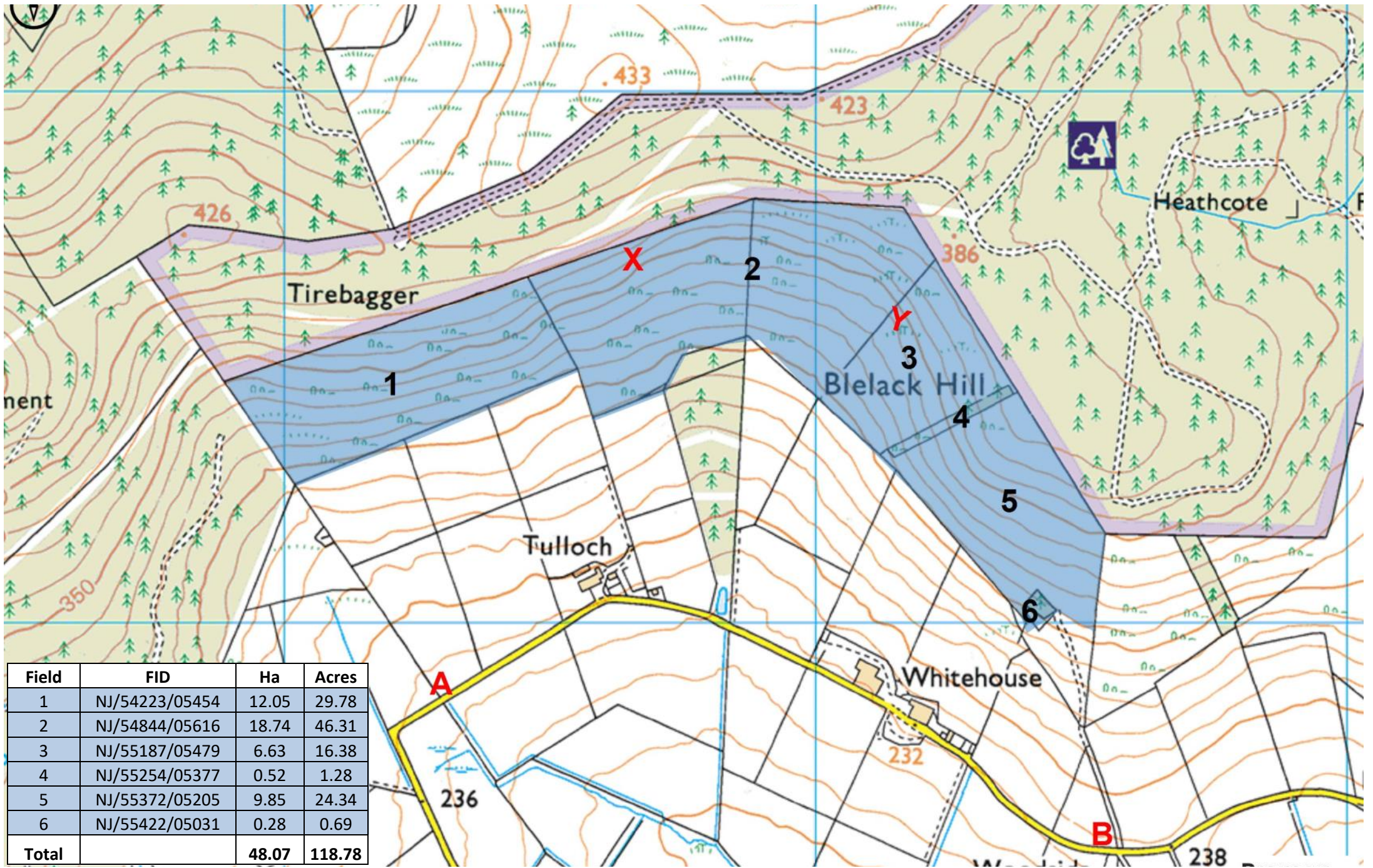
### BPS Entitlements

Not included in asking price, but available by negotiation

### 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.





# IMPORTANT NOTICE

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.

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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