

FOR SALE



LAND AT HUMBIE FARM

KIRKLISTON, NEAR EDINBURGH

fbrseed

LAND AGENTS &
CHARTERED SURVEYORS

LAND AT HUMBLE FARM

KIRKLISTON, NEAR EDINBURGH

Kirkliston (1.5 miles), Queensferry Crossing (7.3 miles), Edinburgh (11 miles)

A rare opportunity to purchase a ring fenced block of Grade 3.1/3.2 arable land located close to the City of Edinburgh. Available as five separate lots the land extends to 51.30 hectares (126.76 acres) in total.

- Fertile and productive land capable of growing a variety of crops.
 - Excellent access links to Central Scotland.
 - Individual lots attractive for equestrian or other diversified enterprises (subject to obtaining planning permission).
 - Fantastic investment opportunity.

FOR SALE AS A WHOLE OR WITHIN FIVE SEPARATE LOTS



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SITUATION

While enjoying a private rural setting, the land at Humbie has excellent transport links and is within close proximity to Edinburgh City centre (11 miles). Kirkliston is just 1.5 miles distant and offers a good range of local amenities. The M9 motorway passes immediately to the south-west of the village providing excellent road links to the north and south. Edinburgh Airport is just over a mile away whilst the Queensferry Crossing is approximately 7 miles distant.

DESCRIPTION

The sale of the land at Humbie provides an exciting opportunity to purchase a productive block of land either as an investment or bolt on to a larger farming unit. Equally sale of the individual lots could be attractive for an equestrian buyer or for a diversified business venture (subject to obtaining the necessary planning permissions). The land extends to 51.30 hectares (126.76 acres) in total. Rarely does such an accessible, ring fenced block of land become available and particularly with the option to buy five individual fields. The land has all been well farmed and every field has good access either from the public road or a private track with rights of access. The land rises from 76m to 95m above sea level and is all classified by the Land capability for agriculture as Grade 3.1/3.2:

- 3.1 - Land capable of producing consistently high yields of a narrow range of crops and/ or moderate yields of a wider range. Short grass leys are common.
- 3.2 - Land capable of average production though high yields of barley, oats and grass can be obtained. Grass leys are common

Soils across the land are of the Ashgrove Association and comprise noncalcareous gleys typical of the area. A summary of the land areas is provided as follows:

Lot (Field no)	Area (Ha)	Area (Acres)
1	9.08	22.44
2	9.26	22.88
3	16.27	40.20
4	9.15	22.61
5	7.54	18.63
Total	51.30	126.76

FARMCODE

97/845/0016 97/845/0011

BASIC PAYMENT SCHEME

The land is registered for IACS purposes. The Basic Payment Scheme Entitlements are not included in the sale but may be available to purchase by separate negotiation at market value. The 2023 payment will be retained by the Vendors.

ENVIRONMENTAL DESIGNATIONS

There are no environmental designations within the land at Humbie.

SPORTING RIGHTS

The sporting rights are included.

MINERAL RIGHTS

The mineral rights are included.

PLANNING AND BUILDING CONTROL PERMISSIONS

There are no planning applications currently affecting the property. Subject to planning permission being obtained there could be potential or other uses such as equestrian or tourism development.

THIRD PARTY RIGHTS & 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 as satisfied themselves in respect thereof.

OVERAGE AGREEMENTS

Lots 1 to 3 are subject to an Overage Agreement that continues until 31 October 2045. The Overage Agreement provides that if all or part of the property obtains Relevant Planning Permission enabling all or a material part to be used or become affected by or become suitable for a use other than agricultural use for the planting and harvesting of crops (or grazing of livestock or horses) an Overage Payment shall be payable. The Overage Payment is 50% of the increase in value of all or a material part of the property following grant of Relevant Planning Permission.

Lots 4 to 5 are subject to an Overage Agreement that continues until 22 March 2049. The Overage Agreement provides that if all or part of the property obtains Relevant Planning Permission enabling housing development an Overage Payment shall be payable. The Overage Payment is 50% of the increase in value of all or part of the property following grant of Relevant Planning Permission. The Overage Payment is payable in three instalments following commencement of development or sale of all or part of the property subject to Relevant Planning Permission.

Copies of the Overage Agreements and the variations thereto can be exhibited to prospective purchasers on request.

LOCAL AUTHORITIES

City of Edinburgh Council
Waverley Court
4 E Market St
Edinburgh
EH8 8BG

SGRPID

SGRPID
Cotgreen Road
Tweedbank
Galashiels
TD1 3SQ

VIEWING

Strictly by appointment with FBR Seed Ltd. Given the potential hazards of a working farm, we request you take care when viewing the property.

DIRECTIONS

For directions please use postcode EH29 9EG or What3words: /// rigid.usage.essential

TENURE

Freehold.

METHOD OF SALE

The property is offered for sale as a whole or as five separate lots with Vacant Possession by Private Treaty. A closing date for offers may be fixed and all interested parties are advised to register their interest with the Selling Agents.

ENTRY AND POSSESSION

Entry will be by mutual agreement.

LOTTING

It is intended to offer the property for sale as a whole or within the Five separate lots outlined. Subdivision of lots may be considered and any enquiries in this regard should be made with the Selling Agents. but the seller reserves the right to divide the property into lots, or to withdraw the property, or to exclude any property shown within the particulars.

DISCLOSURE

Please note that a Director of FBR Seed is a beneficial owner of the land offered for sale at Humbie.

OFFERS

Offers in Scottish Legal Form are to be submitted to the selling agents FBRSeed. A closing date for offers may be fixed and prospective purchasers are advised to register their interest with the selling agents following inspection.

OVERSEAS PURCHASERS

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

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 or entitle either party to compensation in respect thereof.

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:

a) originals of primary (e.g. a passport) and secondary (e.g. 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.

AMC PLC FINANCE

FBRSeed are approved Agents for the Agricultural Mortgage Corporation (AMC) and we can assist you in securing finance loans for a variety of farming purposes including the purchase of land. For further details and to discuss any proposals in confidence please contact our Kelso or Haddington office.

BOUNDARY WALLS & FENCES

Insofar as is known, all boundary maintenance liabilities are shared equally with the adjoining owners.

STATUTORY DESIGNATIONS

The land is all outwith a Nitrate Vulnerable Zone (NVZ).

GENERAL CONDITIONS

a) Deposit - On conclusion of missives, a non-refundable deposit of 10% will be paid by the Purchasers to the Seller's Solicitors with the balance of the purchase price being paid on completion.

b) Ingoing - The purchaser(s) of the subject land, in addition to the purchase price, will be obliged to take over and pay for a valuation to be agreed between two valuers (one acting for each party, or an arbiter appointed by the valuers, or failing agreement as to the appointment by the President, for the time being, of the Royal Institution of Chartered Surveyors (Scottish Branch), the following (where applicable);

- All growing crops and other produce at market value.
- All cultivations carried out in preparation for the 2024 crop valued on a labour and machinery basis.

GUIDE TO INTERESTED PARTIES

Whilst we use our best endeavours to make our sales details accurate and reliable, please contact us if there is any point, which you wish to clarify. We will be pleased to check this information for you, particularly if you are contemplating travelling some distance to view the property. These particulars were prepared in August 2023.

IMPORTANT NOTICE

FBR Seed, their clients and any joint agents give notice that:

1. They are not authorised to make or give any representations or warranties in relation to the property either in writing or by word of mouth. Any information given is entirely without responsibility on the part of the agents or the sellers. These particulars do not form part of any offer or contract and must not be relied upon as statements or representations of fact.
2. Any areas, measurements or distances are approximate. The text, photographs and plans are for guidance only and are not necessarily comprehensive and it should not be assumed that the property remains as photographed. Any error, omission or misstatement shall not annul the sale, or entitle any party to compensation or recourse to action at law. It should not be assumed that the property has all necessary planning, building regulation or other consents, including for its current use. FBRSeed have not tested any services, equipment, or facilities. Purchasers must satisfy themselves by inspection or otherwise and ought to seek their own professional advice.
3. All descriptions or references to condition are given in good faith only. Whilst every endeavour is made to ensure accuracy, please check with us on any points of especial importance to you, especially if intending to travel some distance. No responsibility can be accepted for expenses incurred in inspecting properties which have been sold or withdrawn.
4. Anti-Money Laundering Regulation. The purchaser will be required to provide proof of ID to comply with anti-money laundering regulation.

