

# LAND AT STENTON, STENTON, DUNBAR, EAST LOTHIAN

A productive block of arable land close to amenities with East Lothian

Stenton 1 mile ■ East Linton 4 miles ■ Haddington 8.5 miles Edinburgh 25 miles

- Versatile block of Grade 3.1 Arable land
- Rural yet accessible location close to amenities
- Direct access onto adjacent minor public roads
- Potential to expand environmental interests through Natural Capital Schemes

FOR SALE AS A WHOLE

About 5.41 Ha (13.37 Acres)

# **Galbraith**

Stirling 01786 434600 stirling@galbraithgroup.com









# **SITUATION**

The Land at Stenton is situated in a rural yet accessible position within the county of East Lothian approximately 1 mile south of the village of Stenton, 4 miles southeast of East Linton, about 25 miles east of Edinburgh.

The village of Stenton is ideally located for easy access to all that East Lothian has to offer and is located a short distance from the A1(4 miles) providing wider connections to East Lothian, Edinburgh and Northumberland to the south. East Linton train station is located about 4 miles to the northwest and provides regular connections to Edinburgh Waverly, Dunbar, Berwick and number of destinations within England as part of the TransPennine Rail Line.

The surrounding area is also well catered for by a range of agricultural suppliers, merchants, and machinery dealers with a successful local machinery ring available to provide additional resources as and when required.

The land is nestled in the heart of the stunning East Lothian countryside between the coastline and the foot of the Lammermuir Hills, the surrounding area offers a wealth of leisure activities, including, walking, shooting, fishing, horse riding and numerous water sports. East Lothian is renowned for its miles of picturesque beaches and diverse scenery.

The local area is a haven for wildlife with mix of productive farmland, woodland areas and rivers. The entrance to Pressmennan Wood which is owned by the Woodland Trust and forms a mature woodland overlooking Pressmennan Lake and the surrounding countryside, is located immediately opposite the subjects of sale to the east.

# **DESCRIPTION**

The land extends to approximately 5.41 Ha (13.37 acres) in total and is situated within a single enclosure and the land benefits from access via a field gate which leads from adjacent minor public road which bounds the subject to the east. The land comprises a productive area of arable land situated in a private position, just to the south of the village of Stenton and to the northwest of the Lammermuir Hills. The land is principally classified as Grade 3.1 by the James Hutton Institute. The land rises from approximately 125m to 148m above sea level and the enclosure is of a north westerly aspect. The land is currently farmed on a rotation as part of a larger farming enterprise and has grown cereals on a min-till basis for the last 10 years.

#### **METHOD OF SALE**

Land at Stenton is offered for sale as a whole.

#### **IACS**

All the farmland is registered for IACS purposes.

#### ORGANIC FARMING CONVERSION SCHEME

The land at Stenton is currently in year 1 of a 5 year existing Organic Farming Conversion Scheme. If the Purchaser(s) wish to continue with the remainder of the Organic Farming Conversion Scheme, they will be responsible upon occupation of the subjects of sale to comply fully with all ongoing management requirements for the remainder of the scheme. For further details please contact the Selling Agents.

# **NITRATE VULNERABLE ZONE (NVZ)**

The land at Land at Stenton is included within the Edinburgh, East Lothian and Borders Nitrate Vulnerable Area.

# LESS-FAVOURED AREA SUPPORT SCHEME (LFASS)

All of the land has been designated as being within a Non-Less Favoured Area (Non LFA).

# **BASIC PAYMENT SCHEME (BPS) 2024**

Any payments relating to the 2024 scheme year will be retained by the Sellers. If applicable, the Purchaser(s) will be responsible upon occupation of the subjects of sale to comply fully with the Statutory Management requirements to maintain the farmland in Good Agricultural and Environmental Condition (GAEC) as laid down under the Cross Compliance rules of the Basic Payment Scheme (BPS) for the remainder of the scheme year.

The Sellers may enter discussions with the Purchaser(s) to transfer the right to receive Basic Payment Scheme (BPS) Entitlements in addition to the heritable property and by separate negotiation. Further details are available from the Selling Agents.

# SCOTTISH GOVERNMENT RURAL PAYMENTS AND INSPECTIONS DIRECTORATE

Cotgreen Road

Tweedbank

Galashiels

TD13SG

T: 0300 2441400

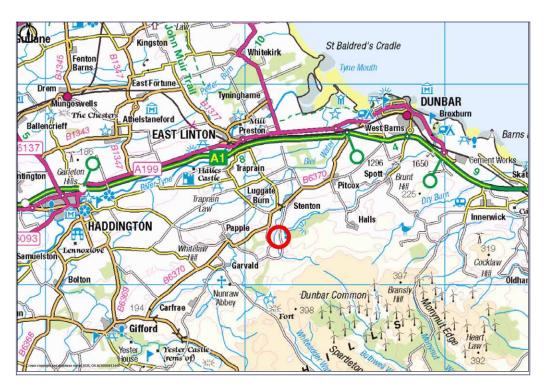
W: SGRPID.galashiels@gov.scot

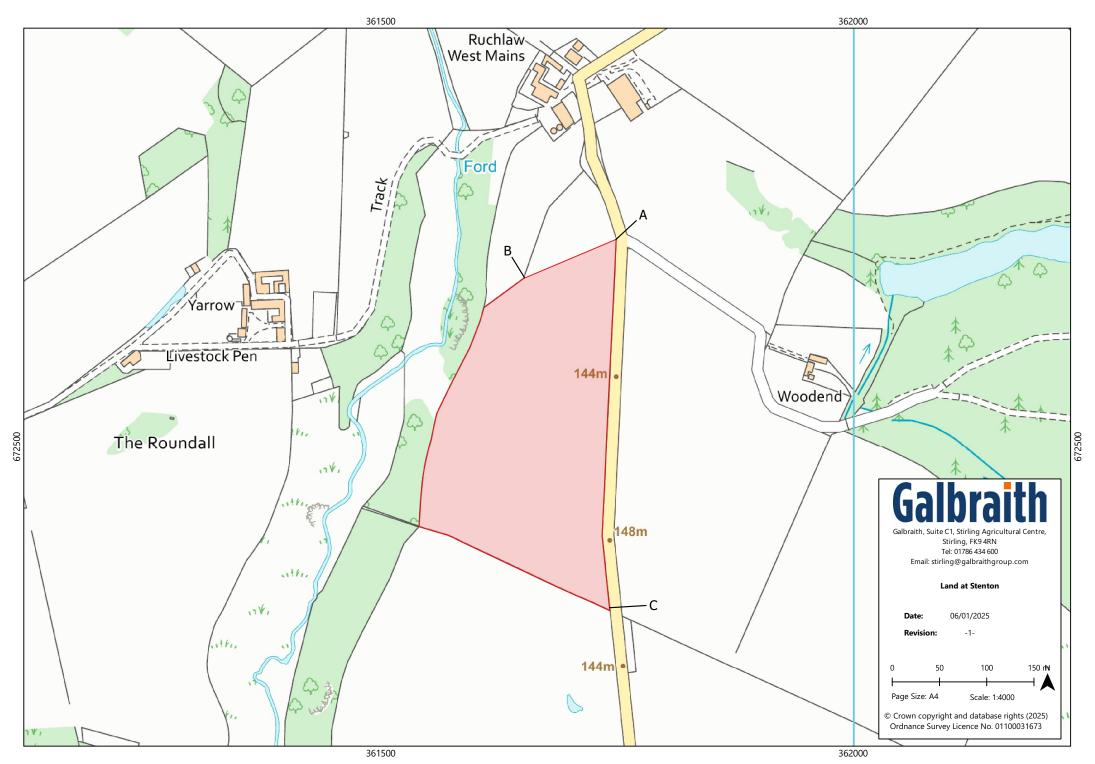
# INGOING VALUATION

The Purchaser(s) of Land at Stenton shall, in addition to the purchase price, be obliged to take over and pay for at a valuation to be agreed by a mutually appointed valuer(s) with respect to the following:

- 1. All cultivations and growing crops on a seeds, labour, lime, fertiliser, sprays and machinery basis with an increment representing the enhanced value of the establishment and age of such crops.
- 2. All feed stuffs, hay, straw, fodder, roots, silage and farmyard manure and other produce at market value.
- 3. All oils, fuel, fertilisers, sprays, chemicals, seeds, and sundries at cost.

Note: If the amount of the valuations has not been agreed on the date fixed for completion, then the Purchaser(s) shall pay to the Sellers such a sum as selling agents shall certify on account at the valuation pending agreement. Should the payment not be made within seven days then the interest will become payable on outstanding monies at 8% over Bank of Scotland borrowing rate.





#### LOCAL AUTHORITY

East Lothian Council

John Muir House

Brewery Park

Haddington

East Lothian

FH41.3HA

T: 01620 827827

E: customerservices@eastlothian.gov.uk

# **SOLICITORS**

Anderson Strathern Solicitors

58 Morrison St

Edinburah

EH3 8BP

T: 0131 270 7700

E: info@andersonstrathern.co.uk

#### **CLAWBACK AGREEMENT**

The missives of sale will be subject to the Purchaser(s) granting a standard security in favour of the Sellers to clawback 25% of the uplift in value, in the event of planning permission being granted for any other purpose other than agriculture within the subjects of sale being obtained subsequent to the date of entry for a period of 25 years. Further details are available from the Selling Agents.

# **POSSESSION AND ENTRY**

Vacant possession and entry will be given on completion or such mutual time to be agreed by the Sellers and the Purchaser(s).

# **MINERALS**

The mineral rights are included in the sale insofar as they are owned by the Sellers.

#### **TIMBER**

All fallen and standing timber is included in the sale as so far as it is owned by the Sellers.

#### SPORTING RIGHTS

In so far as these rights form part of the property title they are included within the sale.

#### **DEPOSIT**

A deposit of 10% of the purchase price shall be paid within seven days of completion of Missives. Deposit will be non-refundable in the event of the Purchaser(s) failing to complete for reasons not attributable to the Sellers or their Agents.

# **VIEWING**

Strictly by appointment with the Selling Agents.

# **DIRECTIONS / WHAT3WORDS**

Access to the land is via a field gate which is located on the south eastern corner of the subjects and leads from the adjacent from the public road. The location of the field gate is at point C on the sale plan or can be obtained via the What3Words link; w3w.co/oxidation.committee.hoops

# **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. Upon verbal acceptance of an offer, we require to identify the Purchaser(s) for Anti-Money Laundering purposes. Our service provider 'First AML' will contact the Purchaser(s) to gather the required identification documents. An information sheet is available from the selling agent on request. We are not able to enter a business relationship with a Purchaser(s) until they have been identified.

Failure to provide required identification may result in an offer not being considered.

#### **HEALTH & SAFETY**

The property is an agricultural holding and appropriate caution should be exercised at all times during inspection particularly in reference to the farmland and any water courses.

# THIRD PARTY RIGHTS AND SERVITUDES

The missives of sale will be subject to the Sellers erecting a new stockproof fence along the northern boundary of the subjects between points A-B on the sale plan. Thereafter all costs connected to maintenance and renewal of the boundary fence will be borne in full by the Purchaser(s).

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.

#### IMPORTANT NOTES

1 These particulars are intended to give a fair and overall description of the property. If any points are relevant to your interest, please ask for further information, prior to viewing. Prospective purchasers are advised to seek their own professional advice. 2 Areas, measurements and distances are given as a guide. Photographs depict only certain parts of the property. Nothing within the particulars shall be deemed to be a statement as to the structural condition, nor the working order of services and appliances. 3 These particulars shall not be binding on our clients whether acted on or otherwise, unless the same is incorporated within a written document, signed by our clients or on their behalf, satisfying the requirements of Section 3 of The Requirements of Writing (Scotland) Act 1995, 4 Closing Date - A closing date may be fixed. Prospective purchasers who have notified their interest through lawyers to Galbraith, in writing, will be advised of a closing date, unless the property has been sold previously. The Sellers will not be obliged to accept the highest, or indeed any offer and has the right to accept an offer at any time or withdraw the property from the market. The Seller will not be liable for any costs incurred by interested parties. 5 Offers - Formal offers in the acceptable written Scottish Legal Form should be submitted to the local Galbraith office per these sale particulars, through a Scottish Lawyer, confirming; if an offer is in relation to the whole, or a specific lot, or a combination of lots, and if the offer is subject to the sale of a property. Upon verbal acceptance of an offer, we require to identify the purchaser for Anti-Money Laundering purposes. Our service provider 'First AML' will contact the Purchaser(s) to gather the required identification documents. An information sheet is available from the selling agent on request. We are not able to enter a business relationship with a purchaser until they have been identified. 6 Third Party Rights and 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 to have satisfied themselves in all respects thereof. 7. In line with current trends in technology, some properties marketed by Galbraith, may have installed CCTV or other such recording devices. These devices are installed, held and maintained entirely at the discretion of the Owner of the property. 8. Photographs taken in November 2024

