

**FOR SALE**

**LAND AT MACKILSTON**

ST JOHNS TOWN OF DALRY,  
CASTLE DOUGLAS, DG7 3XN

**DAVIDSON  
& ROBERTSON**

RURAL SURVEYORS & CONSULTANTS



# Land at Mackilston

St John's Town of Dalry,  
Castle Douglas, DG7 3XN.

The land currently forms part of an extensive hill farm and extends to approximately 200.36 acres (approximately 81.09ha) or thereby in total. Much of the property would be potentially suitable for afforestation, subject to access and transport. The property is shown outlined in red & blue for general identification purposes on the attached Sale Plan, and is offered for sale as a whole or in two Lots.

- Lot 1 – about 183.93 acres (approximately 74.44 ha) or thereby, as shown for identification purposes on the attached Sale Plan
- Lot 2 – about 16.43 acres (approximately 6.65 ha) or thereby, as shown for identification purposes on the attached Sale Plan

## Selling Agents

Davidson & Robertson  
162 King Street  
Castle Douglas  
Dumfries & Galloway  
DG7 1DA  
Email:

Tel: 01556 502270  
Web: [www.drrural.co.uk](http://www.drrural.co.uk)

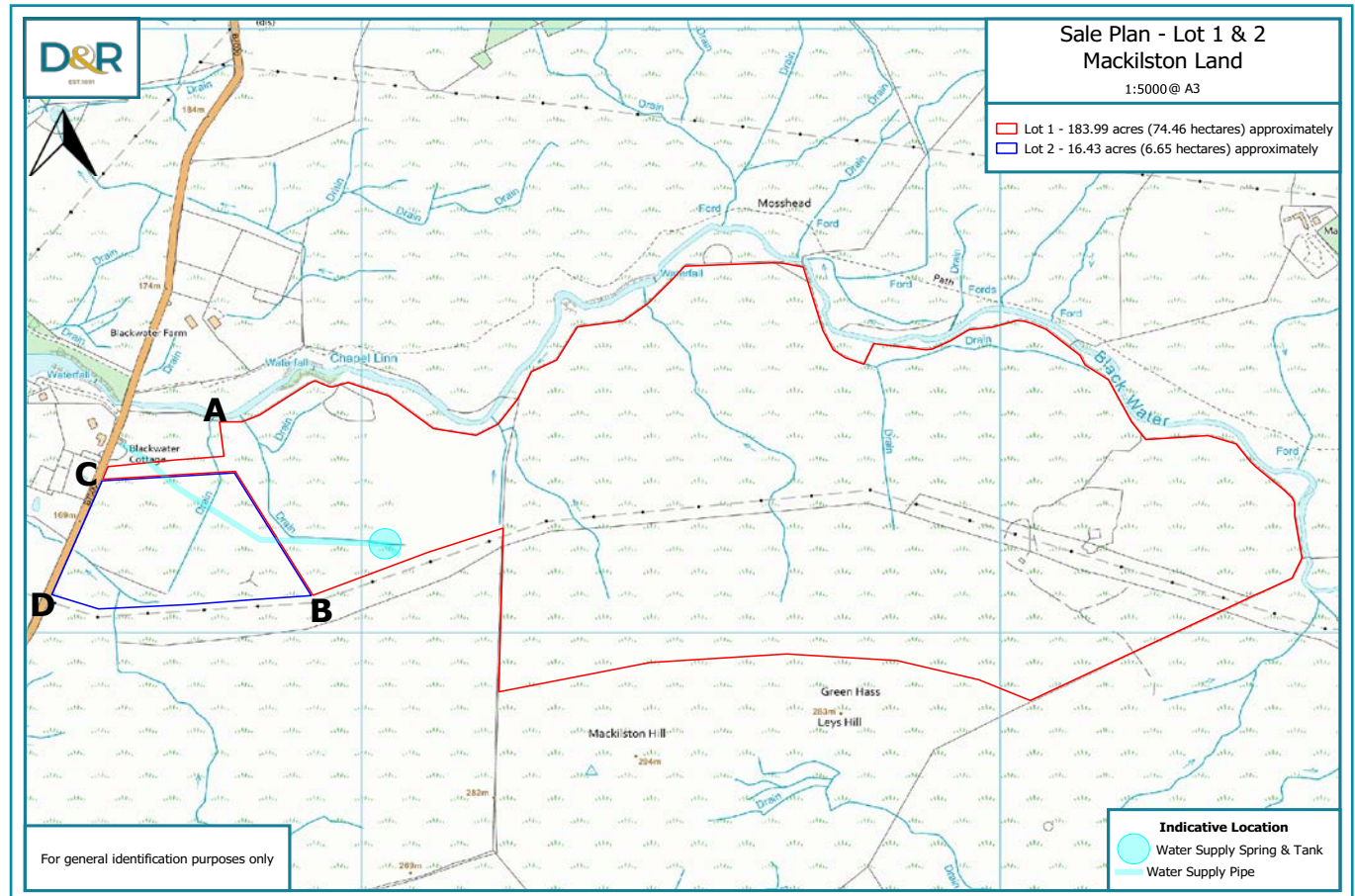
[sales@drrural.co.uk](mailto:sales@drrural.co.uk)

## Situation

The property is situated approximately 5 miles to the North of St John's Town of Dalry and approximately 21 miles north west of Castle Douglas. Dumfries is approximately 31 miles to the South East and Ayr approximately 33 miles to the North West. The general location of the property is as shown ringed in red on the attached location plan.

## Access

Access to the subjects is via the U141s, C51S and B7000 public roads. Following enquiries made by the seller in 2019, we understand that the South of Scotland Timber Transport Officer has indicated that the U141s would have potential to be categorised as a Severely Restricted route. It is understood that C51S is already categorised Severely Restricted route, and that B7000 is a Consultation route.



We stress however that it is for interested parties make their own enquiries with the Council and any other relevant agencies to satisfy themselves as to any current and/or potential designation of the adjacent roads network, and that such designation will be suitable for their particular requirements.

### Description

This land provides an opportunity for afforestation with much of the surrounding area planted with commercial conifers. Some initial discussions and investigations have been had with regards to some of the land for planting and please contact the Selling Agent to discuss further. It should be noted however that Prospective Purchasers are advised to make their own enquiries in order to satisfy their own requirements.

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Please note that with regards to Lot 2 the Seller wishes to stipulate that this Lot can be used as part of the wider scheme design however this is to be limited to open space or low density & height tree planting due to neighbouring property. Lot 2 can also be used for agricultural purposes or for access for a Forestry scheme.

### Development clawback

Any sale agreement shall be subject to a development "clawback clause" providing that in the event of any non-agricultural or forestry development, including any windfarm development, taking place at the property within a period of 25 years after the date of the sale, then 20% of any increase in value resulting from such development shall be payable by the owner to our clients. The trigger for that payment shall be the commencement of such development. A burden to that general effect shall be included in the title to the property.

### Third party rights, servitudes etc.

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.

There is a Scottish Power servitude in place with regards to the double pole overhead line which runs across the property. Please contact the Sellers Solicitor for further information.

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. Without prejudice to the foregoing generality, there is a water supply pipe running through Lots 1 & 2, serving Blackwater Cottage, which the proprietor of Blackwater Cottage is entitled to use maintain inspect repair and renew whenever necessary. Lots 1& 2 will be sold subject to a condition that the owner shall do nothing to damage, disrupt or impede that supply, and a burden to that general effect shall be included in the title to the property.

### Fencing

The purchaser(s) shall be obliged at their sole cost to erect and thereafter maintain, repair and renew where necessary good and substantial stockproof fences as follows:

- along the north, east & southern boundaries of Lot 1 as shown marked between A to B and B to C on the sale plan;
- between B to D with respect to Lot 2

The successful Purchaser will be required to erect suitable stockproof fencing within 2 years of completion or on approval of Forestry Grant scheme (whichever is sooner).





## General Information

### Photos taken May 2020.

### Sporting Rights

Any sporting rights are included in the sale in so far as they are owned.

### Mineral Rights

To the extent they are included within the vendor's title.

### Plans, Areas and Schedules

These are based on the Ordnance Survey and Title Deeds and are general identification purposes only and are not warranted to be accurate. 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 nor entitle either party to compensation in respect thereof. For the avoidance of doubt, the property shall exclude any area which is subject to any servitude/wayleave in favour of Scottish Power.

### Basic Payment Scheme, LFASS & entitlements

The property will be included in the seller's Single Application Form (SAF) 2020, and the seller shall be entitled to all subsidy income arising from the SAF 2020. The BPS entitlements for the land are excluded but could be made available by separate negotiation.

### Viewing

'By strict appointment with the Selling Agents, Davidson & Robertson. Telephone 01556 502270 or via email sales@drrural.co.uk. All viewing to be organised with the Selling Agent. Please note that compliance with all current COVID 19 regulations and guidance must be adhered to.

### Closing Date

A closing date may be fixed. Prospective purchasers who have notified their interest through solicitors to the selling agents, in writing, will be advised of any closing date, unless the property has been sold previously. The seller is not bound to proceed with a sale and may withdraw one or both Lots and is not bound to accept the highest or any offer, or to go to a closing date.

### Offers

Formal offers in Scottish legal form should be submitted, along with the relevant 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.

Vendor's Solicitor  
FAO: Andrew Malone  
Hewats  
63 King Street  
Castle Douglas  
DG7 1AG  
01556 502391

### Deposit

A deposit of 10% of the purchase price will be payable on conclusion of missives. This will be non-refundable in the event of the transaction failing to reach completion for reasons not attributable to the vendors or their agents.

### Date of Entry

By mutual agreement.

### Local Authority

Dumfries and Galloway Council  
English Street,  
Dumfries,  
DG1 2DD

## PARTICULARS AND MISREPRESENTATION

These particulars are produced for the guidance of prospective purchasers and although they are intended to give a fair description of the property they do not constitute or form any part of an offer or contract. Intending purchasers must satisfy themselves by inspection or otherwise. Any measurements or distances referred to should be considered as approximate. No responsibility can be accepted for any expenses incurred by intending purchasers in inspecting a property that has been sold or withdrawn.

The mention of any appliances and or services within these particulars does not imply that they are in full and efficient working order. These Particulars of Sale are set out as a general outline only for the guidance of intending purchasers or lessees and do not constitute, nor constitute part of, an offer or contract. All descriptions, dimensions, references to condition and necessary permissions for use and occupation and other details are given having taken all reasonable steps to avoid misleading or committing an offence. Nonetheless, such statements do not constitute any warranty or representation by the Vendor and are accurate only to the best of the present information and belief of the Vendor. No person in the employment of Davidson & Robertson has any authority to make or give any representation or warranty whatsoever in relation to this property nor is any such representation or warranty given whether by Davidson & Robertson or the Vendors/Lessors of this property.

