



UPPER BENWELLS AND BENWELLS FARM
MAUD, PETERHEAD, ABERDEENSHIRE, AB42 5PE







Maud 2 miles



Mintlaw 4 miles



Aberdeen 30 miles

UPPER BENWELLS AND BENWELLS FARM

A 141 HA (348 ACRE) ABERDEENSHIRE FARM PROPERTY NEAR MAUD COMPRISING TWO FARMS RUN AS ONE PRODUCTIVE MIXED LIVESTOCK AND ARABLE UNIT. INCLUDES TWO FARMHOUSES AT UPPER BENWELLS AND IMPRESSIVE LIVESTOCK / GENERAL PURPOSE BUILDINGS AT BENWELLS.

FOR SALE AS A WHOLE OR IN TWO LOTS WITH VACANT POSSESSION.

LOT 1 - OFFERS OVER £975,000 LOT 2 - OFFERS OVER £675,000

AS A WHOLE - OFFERS OVER £1,650,000



Viewing

By appointment with ABERDEEN & NORTHERN ESTATES -
01467 623800

Directions

From Maud, take the B9029 road towards 'Old Deer' and continue for approximately 1.5 miles. Turn right where signposted 'Bulwark', continue on this road for a short distance and the farm access road to Upper Benwells is straight ahead. Benwells (Lot 2) is located by remaining on the public road for a further 300 metres. The exact location can be seen on the attached OS extract plan.

Situation

Upper Benwells and Benwells Farm is situated in a peaceful rural setting in a well-known, productive farming region. The farm is conveniently located a short distance from the settlement of Maud (2 miles) which has a range of local facilities including a primary school, with Mintlaw (4 miles) providing further services as well as secondary education. A wider range of supermarkets, shops, leisure facilities, cafés and restaurants can be found at the busy fishing port of Peterhead (13 miles) to the east. The City of Aberdeen (30 miles) provides a theatre, two universities and excellent shopping facilities. In addition, Aberdeen has a mainline railway station providing inter-city and sleeper services to the south and also an airport operating regular flights to London and other UK cities, as well as overseas destinations.

The 53 mile Formartine and Buchan Way can be found close by and is popular with walkers, cyclists and as an equestrian route. Aden Country Park at Mintlaw is also a popular attraction with walking paths, the Aberdeenshire Farming Museum and outdoor events throughout the year.

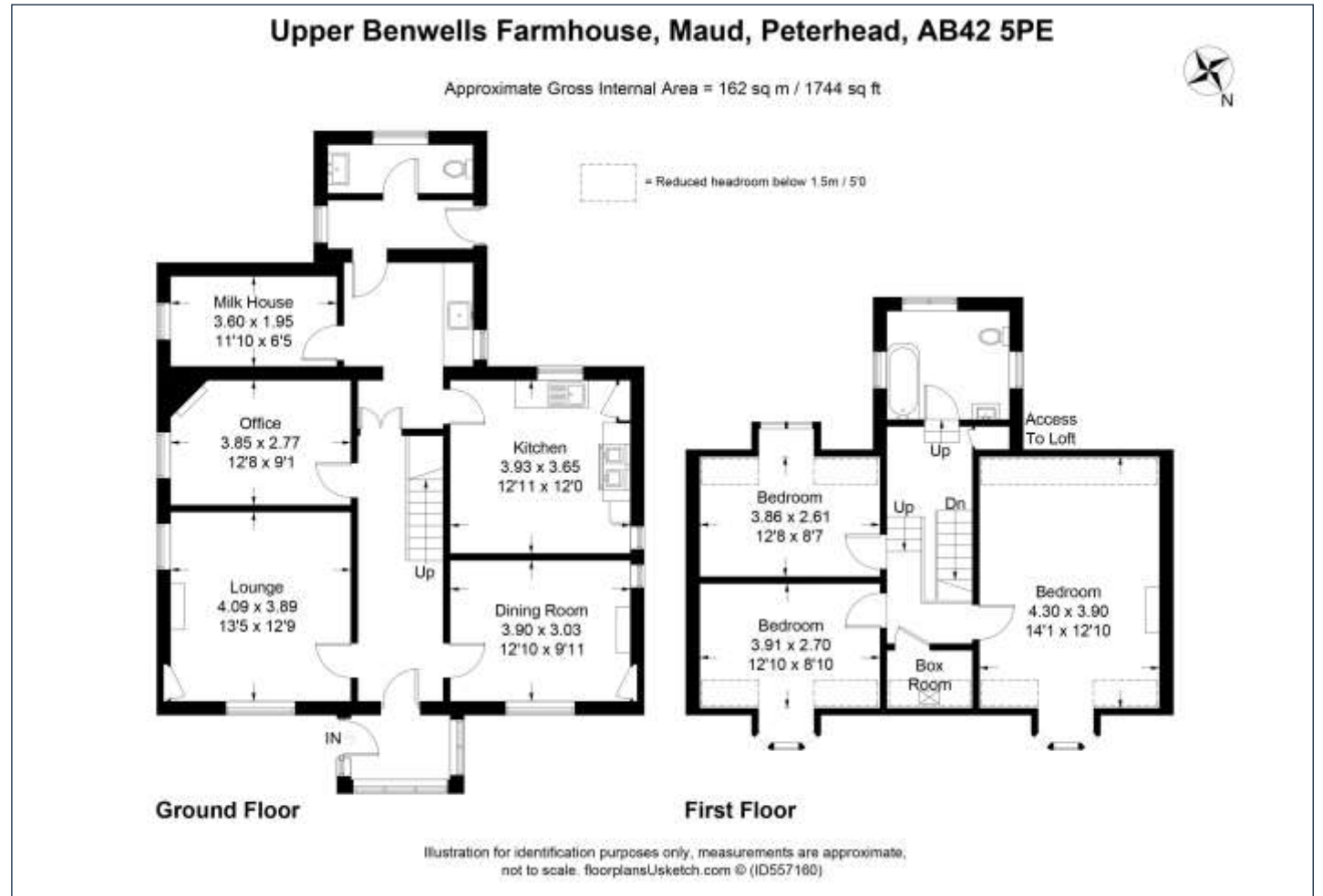
Lot 1 - Upper Benwells

Upper Benwells Farmhouse

A traditional stone under slate one-and-a-half storey property with 3 bedrooms. The property requires some modernisation however offers spacious accommodation and oil fired central heating. The internal layout is shown on the attached floor plan, but in summary the accommodation comprises:

Ground Floor

Kitchen, Dining Room, Lounge, Office, Milk House, Utility Room, W.C., Porch



First Floor

3 Bedrooms, Box Room, Bathroom

There is a garden area to the front, mainly laid to lawn, with fine views over the surrounding Upper Benwells farmland.

Council Tax
Band D

Energy Performance Certificate
Band F

Hillview Cottage

Hillview cottage provides comfortable 3-bedroom accommodation over one level and is of traditional stone under slate construction with a later extension on the north

elevation. The internal layout is shown on the attached floor plan, but in summary the accommodation comprises:

Kitchen, Sitting Room, 3 Bedrooms, Office, Utility Room, Bathroom, Vestibule

The cottage has electric heating and benefits from garden areas to the south and east which are mainly laid to lawn. There is a useful Nissen style shed used as a garage and a further small outbuilding.

Council Tax
Band C

Energy Performance Certificate
Band F

Services

Mains Electricity, Private Water Supply, Private Drainage, Telephone

Upper Benwells Farm Buildings

A useful range of traditional and semi-modern farm buildings provide livestock accommodation and other general storage. The buildings, together with approximate external measurements, include:

Traditional Steading Complex	530m ²
General Purpose Shed	300m ²
Dutch Barn	192m ²
Dryer Shed	107m ²
Cart Shed	80m ²
Garage/Store	80m ²
Traditional Byre/Store	75m ²
Workshop	62m ²

Land

The farmland included in Lot 1 comprises 77.37Ha (191.18 acres) or thereby of IACS registered land. According to the Macaulay Institute for Soil Research (now The James Hutton Institute), the land is predominantly classified as grade 3(2) with an area of grade 4(1) around the 'Castle Hill' part of the farm. The land lies at an altitude of between 60m and 150m above sea level.

Lot 2 - Benwells

Benwells Farm Buildings

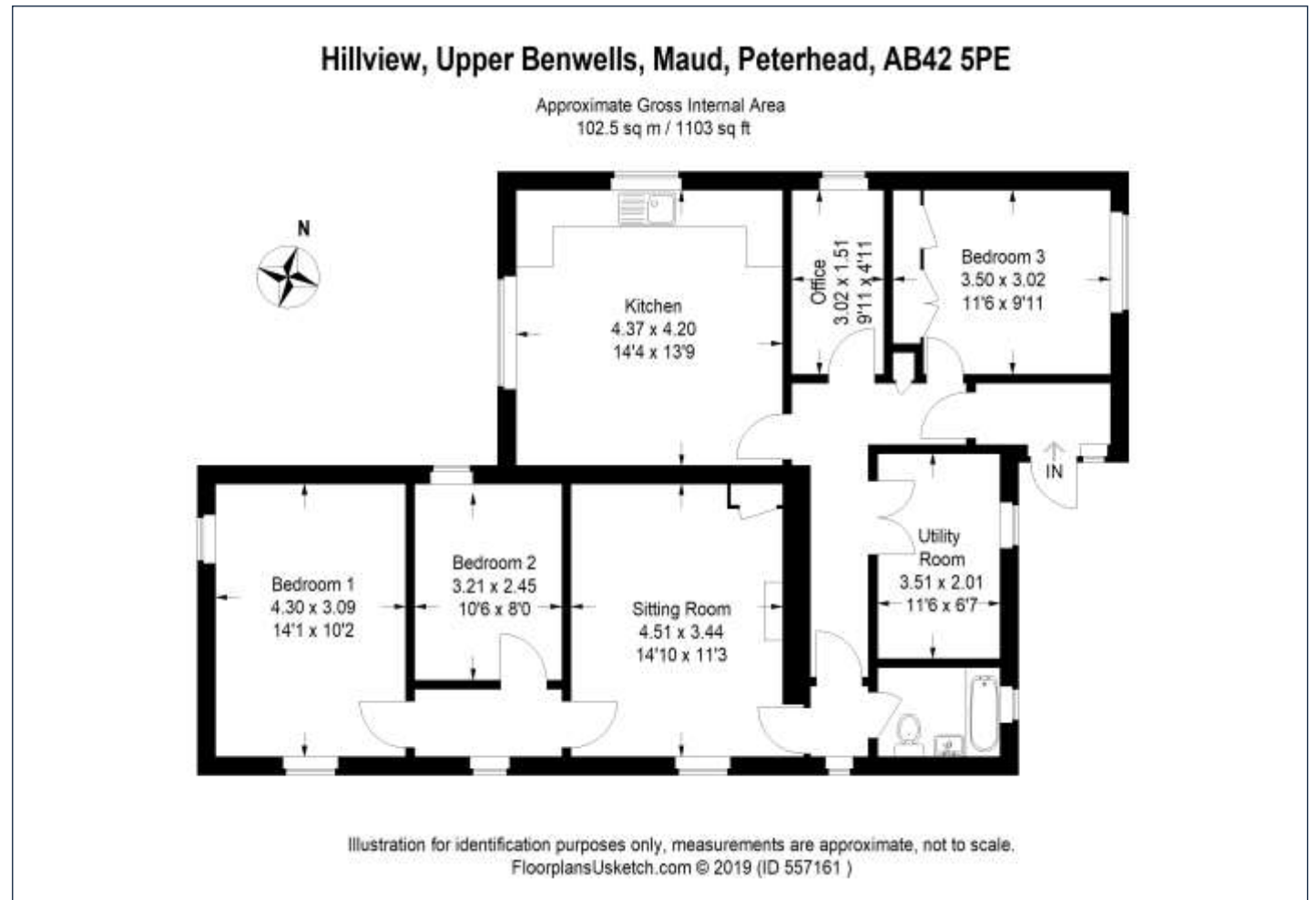
Benwells benefits from an extensive, steel portal frame general purpose shed. This versatile and flexible building is currently divided into cattle accommodation, bull pens and other general storage areas. The main building extends to 1900m² with an adjoining covered silage pit extending to 250m² (approximate external measurements) and grain silo.

Benwells Farmhouse

Lot 2 includes Benwells Farmhouse which has been uninhabited for a number of years. This could form a potential development opportunity for the new owner.

Land

The farmland included in Lot 2 comprises 61.92Ha (153 acres) or thereby of productive IACS registered land. The land is predominantly classified as grade 3(2) with areas of grade 4 around 'Nichol Hill'. The land lies at an altitude of between



60m and 120m above sea level.

Entry

By agreement.

Mineral Rights & Sporting Rights

Included in sale, insofar as they are owned.

Common Agricultural Policy

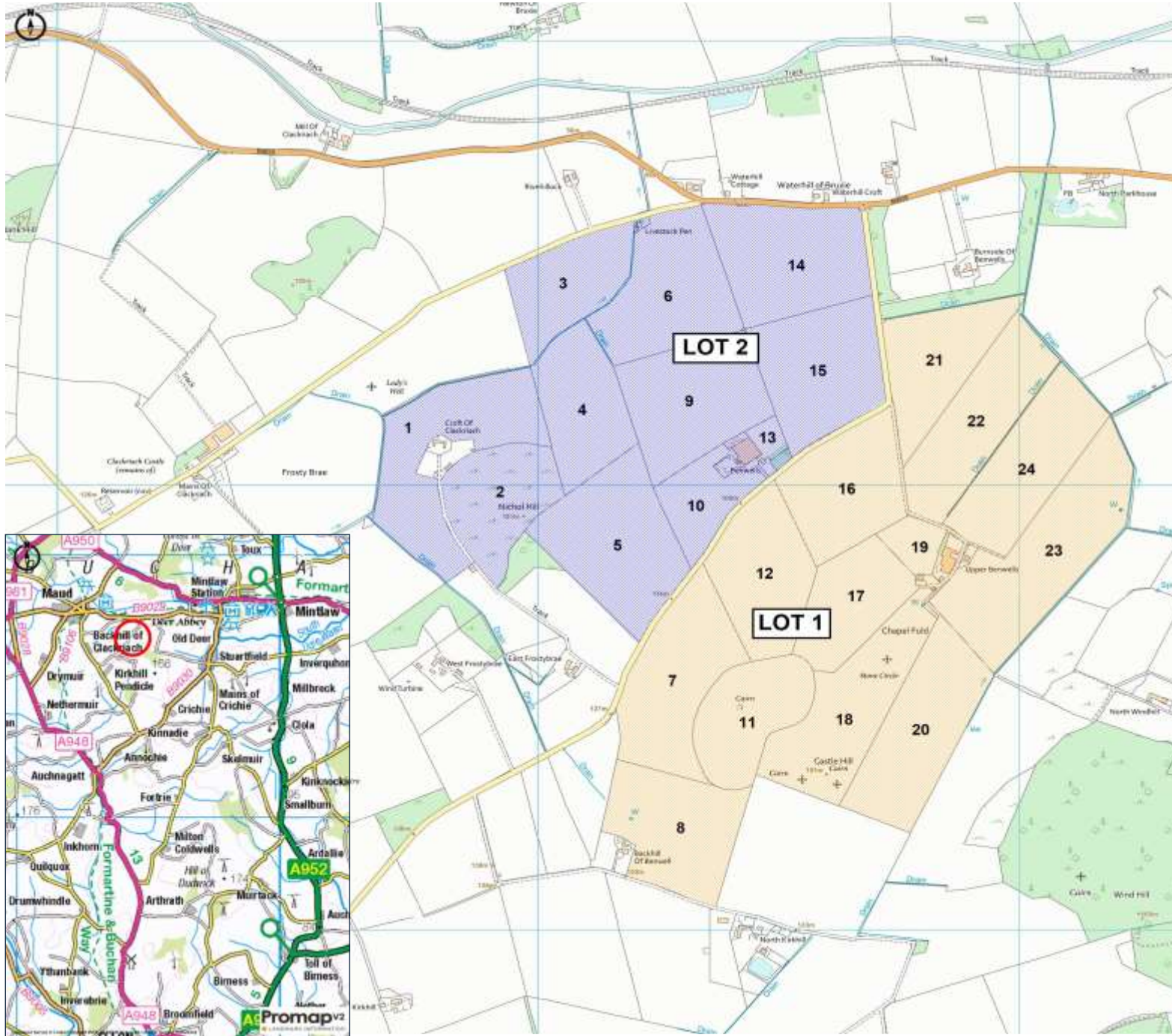
BPS Entitlements are not included in the sale price but can be purchased. All land BPS Payment Region 1 except fields 2 & 11 (both Region 2). All LFA (D)

Local Authority

Aberdeenshire Council, Buchan Area Office, Buchan House, St Peter Street, Peterhead, AB42 1QF Tel: 01467 537259

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.



Field No	Field Identifier	Ha	Ac
Lot 1			
7	NJ/94287/46551	7.14	17.64
8	NJ/94293/46206	6.49	16.04
11	NJ/94445/46491	4.95	12.23
12	NJ/94469/46819	5.93	14.65
16	NJ/94642/46982	5.86	14.48
17	NJ/94654/46738	4.58	11.32
18	NJ/94656/46511	7.14	17.64
19	NJ/94786/46862	1.18	2.92
20	NJ/94798/46449	7.06	17.45
21	NJ/94819/47262	5.23	12.92
22	NJ/94918/47152	6.27	15.49
23	NJ/94945/46578	9.2	22.73
24	NJ/95020/47046	6.34	15.67
		77.37	191.18
Lot 2			
1	NJ/93747/47118	7.74	19.13
2	NJ/93924/46974	5.03	12.43
3	NJ/94069/47460	4.66	11.51
4	NJ/94097/47162	5.18	12.80
5	NJ/94181/46877	7.75	19.15
6	NJ/94274/47435	7.03	17.37
9	NJ/94337/47178	6.97	17.22
10	NJ/94352/46976	2.91	7.19
13	NJ/94484/47111	0.46	1.14
14	NJ/94532/47517	7.42	18.33
15	NJ/94593/47254	6.77	16.73
		61.92	153.00
Total IACS Area		139.29	344.18

IMPORTANT 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(s) 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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