

A wide, open grassy field with a line of trees in the background under a clear blue sky. The field is covered in green and brown grass, with some small bushes scattered throughout. In the background, there is a dense line of trees, and further back, rolling hills and several electricity pylons are visible against the horizon.

**Lots 1 & 2 (18.16 acres) Meiklebeith Farm, West of  
Cowdenbeath,  
KY4 9PR**

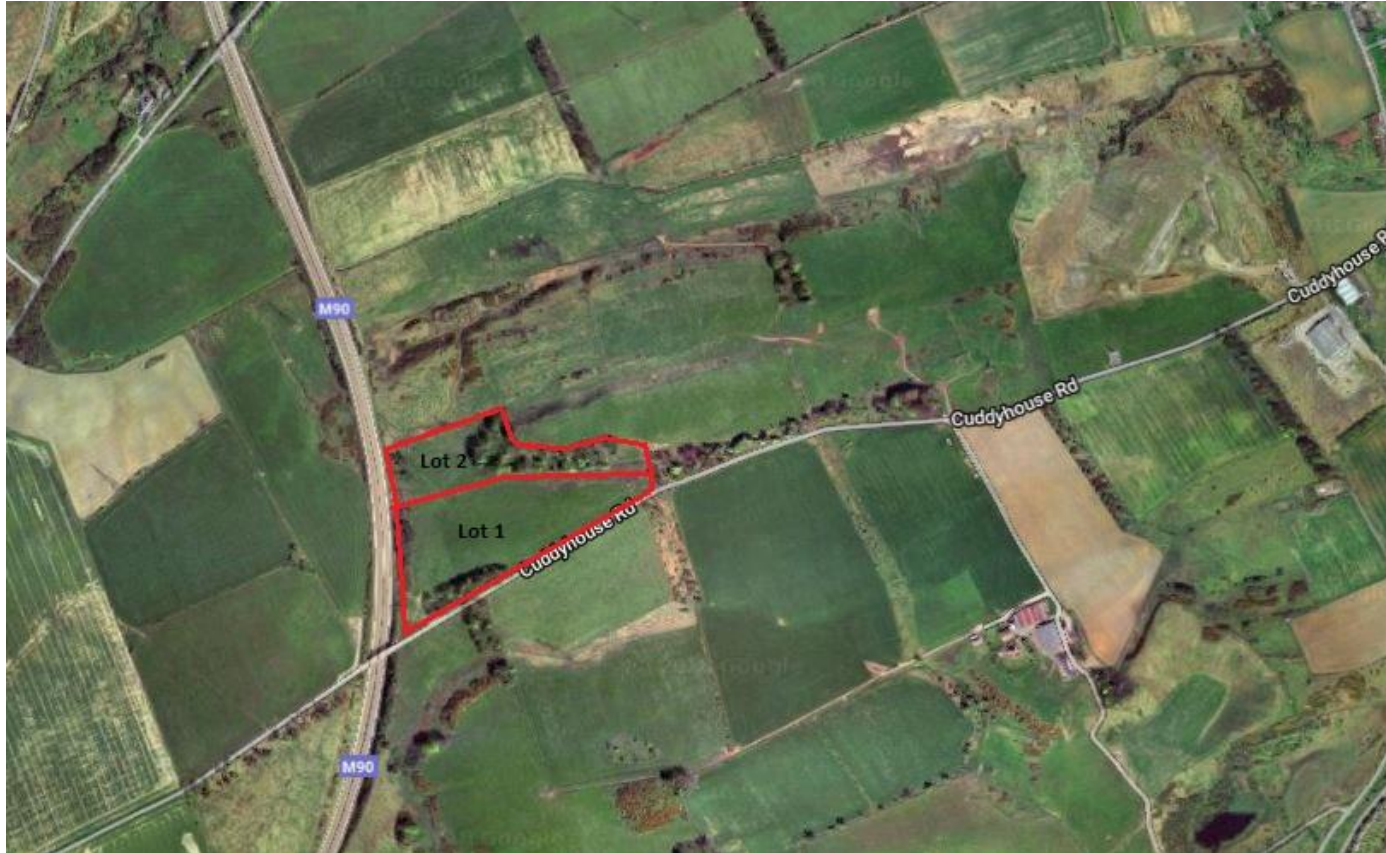


# Meiklebeath Farm, Cowdenbeath, KY4 9PR.

**18.16 acres of premium grazing land just west of Cowdenbeath.**

Cowdenbeath 1m, Dunfermline 4m, Kirkcaldy 11m, Edinburgh 20m, Perth 26m.

**Lot 1 – Offers Over £4000/ac Lot 2 – Offers Over £3000/ac**



McCrae & McCrae Limited, Chartered Surveyors, 12 Abbey Park Place, Dunfermline, Fife, KY12 7PD  
Telephone: 01383 722454 Fax : 01383 621180

## Directions

Meiklebeath farm is situated between the M90 and Cowdenbeath, sitting on the North side of Cuddyhouse Road. From the M90 motorway at junction 3 (Halbeath) head into Dunfermline (A907). Take second left at the first roundabout and third left at the next roundabout. Proceed over the level crossing and up to Kingseat. Turn right onto the B912 and after a couple of hundred yards, within Kingseat, turn first right along the unclassified Cuddyhouse Road and the land is on the left just after the wind turbine and the bridge over the M90 motorway. The fields are first on the left after the M90.



## Description

The land for sale extends to 18.16ac (7.34ha) in total with an attractive outlook to the south and to the west and north west (to Loch Fitty).

Lot 1 extends to 11.8ac (4.78ha). It sits just north of the Cuddyhouse Road and east of the M90 (which is in deep cut). It is classified as grade 3 (1) land by the Macaulay Institute. It has been down to pasture for many years but is arable. It has two accesses A - B + Q. A - B has excellent visibility splays. Lot 1 is a level field with a strip of trees at its southwest edge next to the Cuddyhouse Road about 150m (492 ft) above sea level.

Lot 2 lies to the north of lot 1 to the north of a ditch. It extends to 6.36ac. 3.86ac is arable and 2.5ac is wooded land. Lot 2 is level at the west end and rises to the east as a steep tree clad embankment up to about 160-170m (525 – 557 ft).

The other lots 3 to 7 have been sold for equestrian use and access may be able to be negotiated over them. There is hacking on the farm to the south (Dalbeath Farm) and possible scope to hack through the forestry commission land to the west. Purchasers must satisfy themselves on these possibilities. No warranty is given.

### **For sale in two lots which could be subdivided again if need be**

There is a good market for smallish blocks of equestrian land in the area. These two lots fit into that category. Interested parties could offer for parts of lots as well. Just look at the land and arrange a meeting with Rod McCrae of McCrae & McCrae to discuss further. If it's smaller than the lots shown the sellers legal costs may have to be paid by the purchaser.

If a purchaser bought the whole 18.16 acres, prospective purchasers would stand a chance of securing planning consent for a house if they were to build 20 stables and an outdoor arena and have a caravan on the lands for two years, whilst running an equestrian business. Several planning consents have been given for this 'housing in the countryside' in the area. Recently the local Council Planners have not imposed a long term business occupancy condition requiring the business to continue after the house is built due to EEC Law.

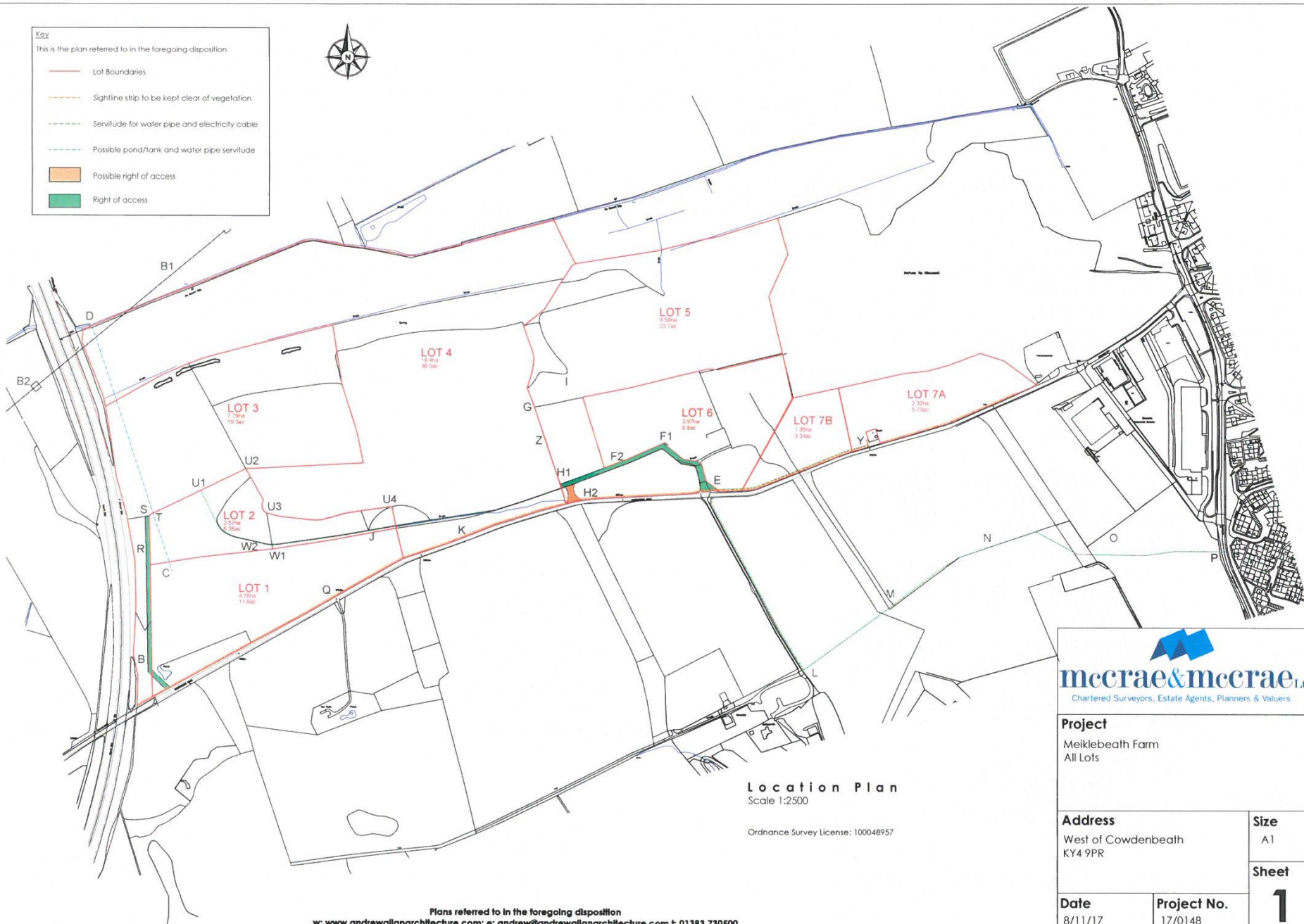
## **Subsidies**

The 2016 basic payment scheme yielded £6521.00 and the greening payment yielded £2971.70 giving a total of £9492.70.



**Key**  
This is the plan referred to in the foregoing disposition

- Lot Boundaries
- Sightline strip to be kept clear of vegetation
- Servitude for water pipe and electricity cable
- Possible pond/tank and water pipe servitude
- Possible right of access
- Right of access



**mccrae & mccrae** Ltd  
Chartered Surveyors, Estate Agents, Planners & Valuers

**Project**  
Meiklebeath Farm  
All Lots

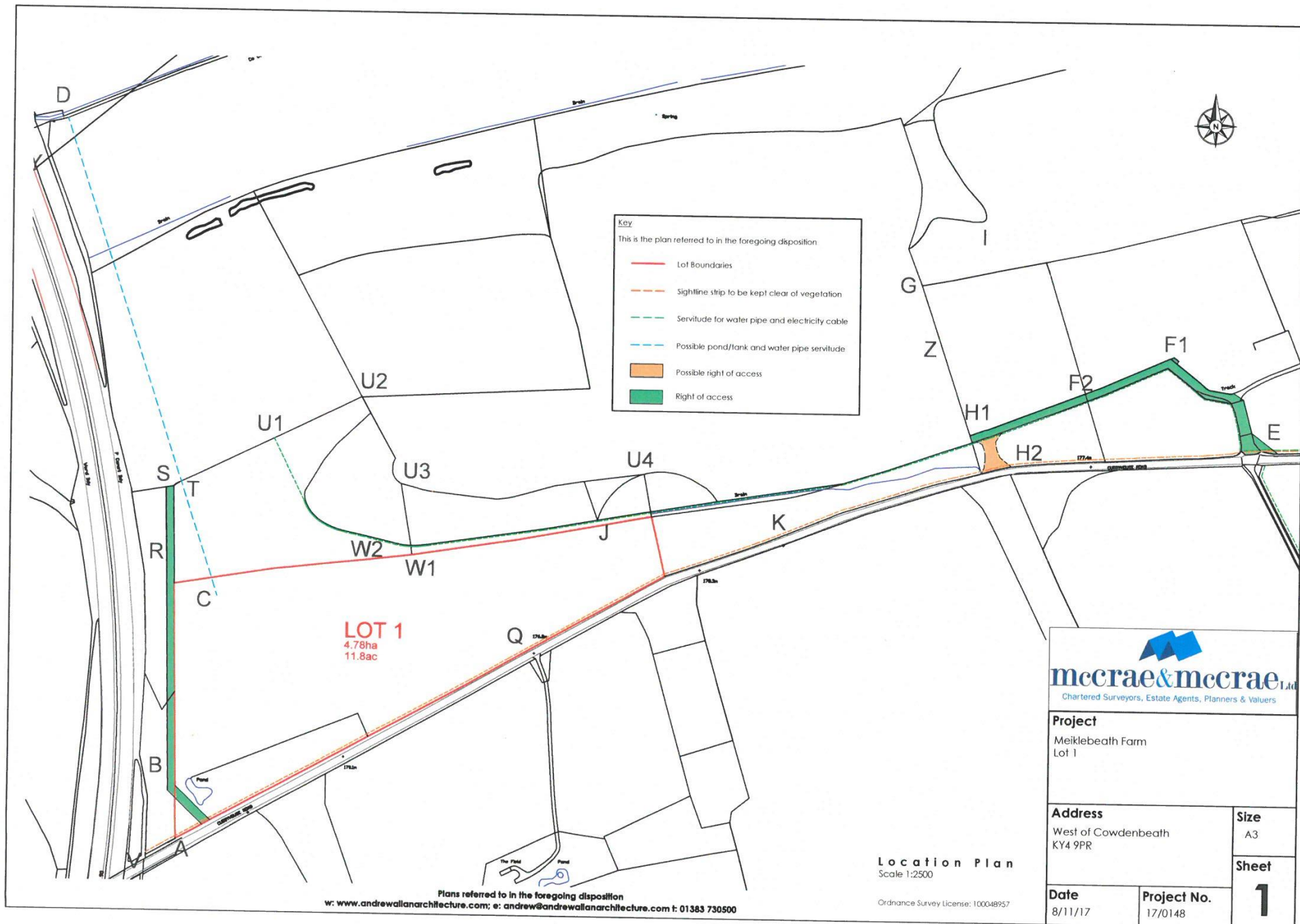
**Address**  
West of Cowdenbeath  
KY4 9PR

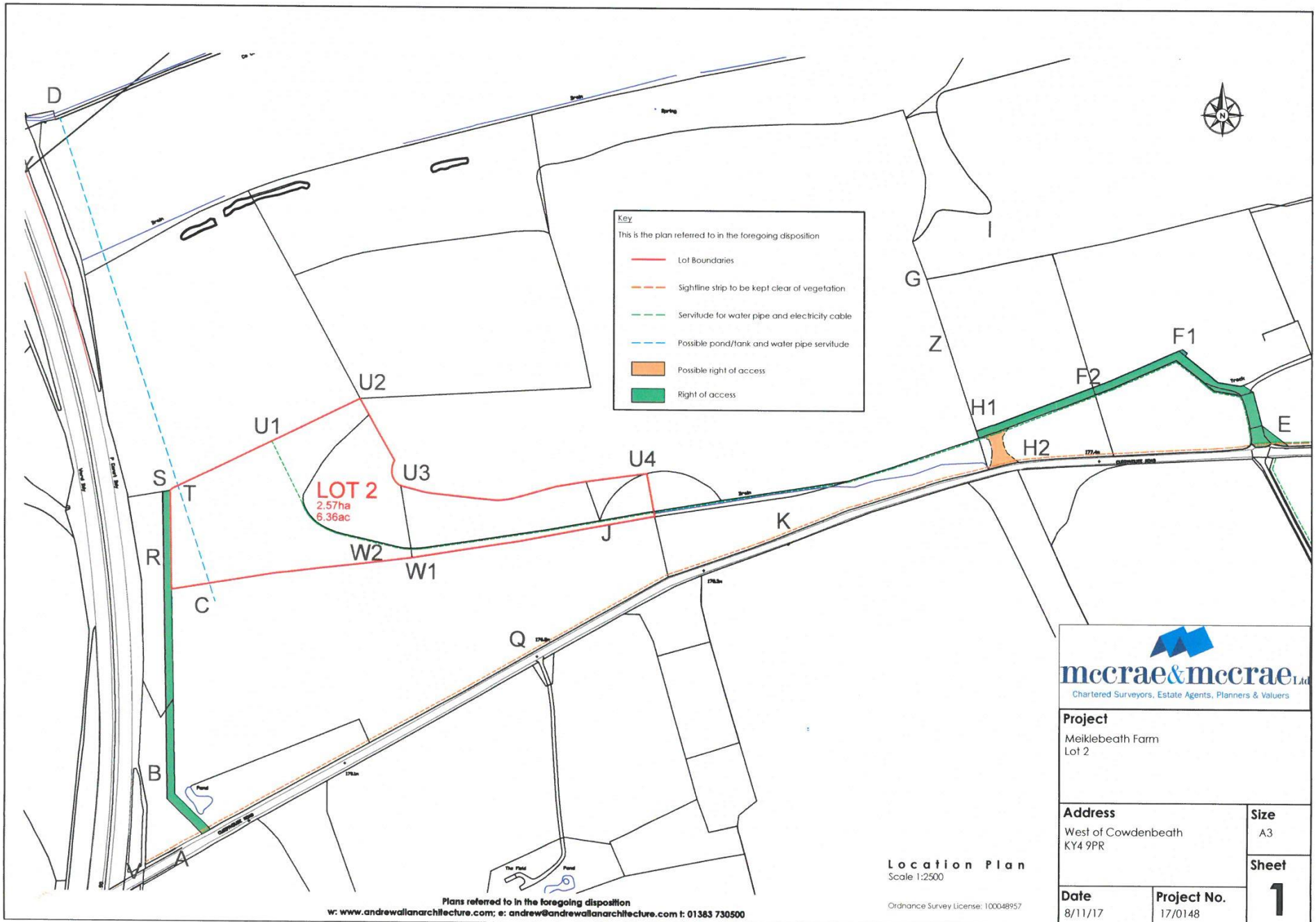
**Size**  
A1

**Sheet**  
**1**

**Date**  
8/11/17

**Project No.**  
17/0148






Plans referred to in the foregoing disposition  
w: [www.andrewallanarchitecture.com](http://www.andrewallanarchitecture.com); e: [andrew@andrewallanarchitecture.com](mailto:andrew@andrewallanarchitecture.com) t: 01363 730500

Location Plan  
Scale 1:2500

Ordnance Survey License: 100048957

**mccrae&mccrae**  
Ltd  
Chartered Surveyors, Estate Agents, Planners & Valuers

|  |                               |
|--|-------------------------------|
| <b>Project</b><br>Meiklebeath Farm<br>Lot 2      |                               |
| <b>Address</b><br>West of Cowdenbeath<br>KY4 9PR | <b>Size</b><br>A3             |
| <b>Date</b><br>8/11/17                           | <b>Project No.</b><br>17/0148 |
| <b>Sheet</b><br><b>1</b>                         |                               |



**Lot 1 Meiklebeath 11.80ac (4.78ha) for £55,471 (provision)**

**(£4693/ac)**

**I write to outline the terms of the proposed sale of lot 1 of Meiklebeath Farm**

1. We have changed the number of the plots to reflect that the property is now being sold in seven lots (although if lots 1 & 2 are sold together it will be 6 lots). Lots 3 & 4 are being sold to the same person. Lots 7A & 7B are being bought by the same person. We have split 1 & 2 in case they sell separately.

2. **Date of entry** – To be agreed. Ideally within 5 weeks.

**3. Fencing**

The purchaser will pay 50% of the cost of fencing off the east, west and north boundaries. New Rylock fence with one barb wire unless the purchasers of Lots 2 + 3 want post and rail fencing (no barbed wire adjacent to Lot 3). Thereafter this fencing will be maintained 50/50.

(The purchaser could secure a forestry planting grant to the plant shelterbelts. This could help cover these costs. Contact Tilhill Forestry for assistance).

4. **Road access bellmouth improvement. The access will be owned by Lot 1 giving a right of access to Lots 2 + 3.**

Access to the plot will be shared with plot 2 + 3 at point A. It is a good access with excellent visibility splays and it sits back from the road kerb 3m. Alternatively the purchaser could install a new access at Q or widen the existing access just to the east of Q. In this event Lot 1 could opt out of ownership or liability for access bellmouth A or road A-B.

(The purchaser could take further advice from Tom McGregor of McGregor McMahon Civil Engineers, Pitreavie, Dunfermline, KY11 8PB. Tel. 01383 734 905).

5. **Access Road A-B (To be jointly owned by Lot 1 but Lots 2 + 3 have rights of access)**

This 45 metre long access road A-B (in green on plan) is to be 4 metres wide, six inches deep and type 1 on terram rolled in with quarry scalplings which will be installed at the sole expense of Lot 1. It will be fenced with a 7 wire fence two metres back to the west of the roadway A-B.

The purchasers of Lots 2 + 3 will not pay a share of the cost of building road A-B. If the owners of Lots 2 + 3 use the road future maintenance shall be shared as per usage.

Lot 1 will own the track A-B but Lots 2 + 3 will have a servitude right of access over it for stock access and vehicle access to include access to mobile homes, houses, sheds or equestrian centres.

**Issue of shared access**

It is better for one party to own the access and grant a specific right of access/servitude to others.

It is better for specific land uses to be reserved e.g. right to have an equestrian centre, mobile home or house, stables and arena or agricultural shed, cattery, mobile home or house.

It is best to have your own dedicated access so there is no dispute over maintenance.

One opinion is joint ownership but this can be problematic if one person wants to sell or stop another from using their property in a specific way.

**6. Visibility Splays at points A**

The owners of Lot 1 must move fences back at their expense to create visibility splays of 3 x 220m to the east and west. These splays will stay in Lot 1's ownership and cannot have vegetation or structures on it. Maintenance to keep splays clear in the future is on a user basis. The owners of Lot 1 will have a right to extend these splays to 6.5m x 100m to the motorway fencing but pay the owners of Lot 3 £2000/ac for this 6m wide strip westwards to the motorway at a rate of £2000/ac for any such acquisition. The purchasers of Lot 1 shall bear the whole cost of any new fencing. Lot 1 must install a new fence with 3inch square treated stobs and 6 wires along with new splays. The new road and splays must be installed within 6 months of Lot 1 purchasing the land.

**7. Water Supply, Servitude and Cost**

A mains water supply is on Dalbeath Farm. The private pipe extends across Dalbeath Farm as per the disposition plan P-O-N-M-L-E and enters Meiklebeath Farm at Point A. The land register No 5 attached confirms "the servitude right to use, maintain, repair and renew said water pipe" if there are any water troughs. The burden details on the annexed Land Register Title FFE45831.

Just north of point E on the plan (within the wooded area of Lot 5) there is a toby which allows it to be turned off.

At present there is an alkathene water pipe which extends along the south of the track E-F1-F2-H1 to Z where there is a water trough in the dyke between Lots 4 + 5.

If all seven lots are to use this supply it is suggested that a new 350mm pipe be installed E-F1-H2-J-U1. (J U I may not be needed if the purchasers of Lot 4 purchase Lot 3).

The cost of installing and maintaining this upgraded pipe will be shared as per length user eg. Lot 1 will pay a share from E-F-H-J. If the purchasers of Lot 4 buy Lots 2 + 3 they won't need a water supply J -W1-W2-U-I so won't have to pay a share of it.

Each person with a water supply will be obliged to install a meter and maintenance will be as per user.

**8. Private Piped Burn Supply**

A servitude will also be in place for plot 1 to have access to pumped water from point D-T-C and to install a pump and pond or tank at point D. The proposed water pipe must be installed



by open trench with all field drains that are crossed being reinstated with the owners of Lots 2, 3 + 4 being able to inspect the repaired cross connected drains with adequate support. Concrete or hardwood batons installed before the trench is filled in or they will be able to require the pipe to be dug up again. The owners of Lot 1 must also reseed as is necessary. If Lot 3 wishes to tap into this supply they will have a right to do so for water troughs except for the cost of the connection and trough(s). If Lot 2 wishes to tap in they will have to pay a pro rata cost and supply a trough and share maintenance.

#### 9. Electricity Supply

The cost of connecting into the mains supply has not been established yet but it is thought that the box west of point E or the transformer at the telecom mast two hundred yards further east (point Y) which will provide a source of mains electricity.

Lots 1 to 7 will therefore pay a share of the electric connection and new buried electric line with a wayleave Y-E-F1-F2-H-I-J-U1.

(McGregor McMahon could assist in negotiating connections).

#### 10. Electricity Deed of Servitude/Burden Detail

Deed of servitude containing disposition by Clydesdale Bank with consent of James Lamont, as proprietor of the farm and lands of Dalbeath (hereinafter referred to as the servient tenement to the south of Scotland Electricity Board and their successors and assignees (hereinafter referred to as the board) recorded GRS (fife) 29 June 1969 of interalia servitude right to carry overhead over and across the servient tenement all electric mains, wires, cables, conductors and others (all hereinafter referred to as the electric lines) required by the board).

#### 11. Single Farm Payment

No single farm payment or entitlements are included in the sale.

#### 12. The sellers will pay for GPS measuring to peg out the boundaries.

Our client's solicitors will send your solicitor an offer to sell

One interested party has requested that they purchase everything to the west of lot 1 & 2 and have a total ownership of the new access bellmouth. This is being put to the purchasers of lots 3 & 4 to see if they would agree to it.

**Lot 2 Meiklebeath 6.36ac (2.57ha) (2.48ac is woodland)**

**(£3000/ac)**

#### We write to outline the terms of the proposed sale of lot 2 of Meiklebeath Farm

1. We have changed the number of the plots to reflect that the property is now being sold in seven lots. Lots 1 + 2 may be sold together. To give you the whole picture I have enclosed a composite plan.

2. **Date of entry** – To be agreed. Ideally within 5 weeks of an offer.

#### 3. Fencing

The purchaser will pay 50% of the cost of fencing off the south east, west and north boundaries. Thereafter this fencing will be maintained 50/50.

(The purchaser could secure a forestry planting grant to the plant shelterbelts. This could help cover these costs. Contact Tilhill Forestry for assistance).

#### 4. Road access bellmouth improvement. The access will be from point A on the plan.

Access to the plot will be shared with Lot 1 + 3 at point A. It is a good access with excellent visibility splays and it sits back from the public road kerb 3m. The owners of Lot 1 must install a new access A-B on the annexed plan (in green).

(The purchaser could take further advice from Tom McGregor of McGregor McMahon Civil Engineers, Pitreavie, Dunfermline, KY11 8PB. Tel. 01383 734 905).

#### 5. Access Road A-B (To be jointly owned by Lot 1 but Lots 2 + 3 have rights of access)

This 45 metre long access road A-B (in green on plan) is to be 4 metres wide, six inches deep and type 1 on terram rolled in with quarry scalplings which will be installed at the sole expense of Lot 1. It will be fenced with a 7 wire fence two metres back to the west of the roadway A-B.

The purchasers of Lot 3 will not pay a share of the cost of building road A-B but the owners of Lot 2 will. If the owners of Lots 2 + 3 use the road future maintenance shall be shared as per usage.

Lot 1 will own the track A-B but Lots 2 + 3 will have a servitude right of access over it for stock access and vehicle access to include access to mobile homes, houses, sheds or equestrian centres.

#### Issue of shared access

It is better for one party to own the access and grant a specific right of access/servitude to others. It is better for specific land uses to be reserved e.g. right to have an equestrian centre, mobile home or house, stables and arena or agricultural shed, cattery, mobile home or house. It is best to have your own dedicated access so there is no dispute over maintenance. One opinion is joint ownership but this can be problematic if one person wants to sell or stop another from using their property in a specific way.

#### 6. Visibility Splays at points A

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#### 7. Road B-R-S

It is proposed that a road of the same specification as in No 5 above be built at a 50/50 share between Lots 2 + 3 but if these two owners agree it could be left unbuilt and stock just herded up to Lots 2 + 3 without a road. Lot 3 will own the track and access land but Lot 2 will have a servitude right of access over it for stock access, vehicles and access to include access for mobile homes, houses or for an equestrian centre.

#### 8. Water Supply

A mains water supply is on Dalbeath Farm. The private pipe extends across Dalbeath Farm as per the disposition plan P-O-N-M-L-E and enters Micklebeath Farm at Point A. The land register No 5 attached confirms "the servitude right to use, maintain, repair and renew said water pipe" if there are any water troughs. The burden details on the annexed Land Register Title FFE45831.

Just north of point E on the plan (within the wooded area of Lot 5) there is a toby which allows it to be turned off.

At present there is an alkathene water pipe which extends along the south of the track E-F1-F2-H1 to Z where there is a water trough in the dyke between Lots 4 + 5.

If all seven lots are to use this supply it is suggested that a new 350mm pipe be installed E-F1-H2-J-U1. (J U I may not be needed if the purchasers of Lot 4 purchase Lot 3).

The cost of installing and maintaining this upgraded pipe will be shared as per length user eg. Lot 1 will pay a share from E-F-H-J. If the purchasers of Lot 4 buy Lots 2 + 3 they won't need a water supply J -W1-W2-U-I so won't have to pay a share of it.

Each person with a water supply will be obliged to install a meter and maintenance will be as per user.

A servitude will also be in place for plot 1 to have access to pumped water from point D-T-C and to install a pump and pond or tank at point D. The proposed water pipe must be installed by open trench with all field drains that are crossed being reinstated with the owners of Lots 2, 3 + 4 being able to inspect the repaired cross connected drains with adequate support. Concrete or hardwood batons installed before the trench is filled in or they will be able to require the pipe to be dug up again. The owners of Lot 1 must also reseed as is necessary. If Lot 3 wishes to tap into this supply they will have a right to do so for water troughs except for the cost of the connection and trough(s). If Lot 2 wishes to tap in they will have to pay a pro rata cost and supply a trough and share maintenance.

#### 9. Electricity Supply

The cost of connecting into the mains supply has not been established yet but it is thought that the box west of point E or the transformer at the telecom mast two hundred yards further east (point Y) which will provide a source of mains electricity.

Lots 1 to 7 will therefore pay a share of the electric connection and new buried electric line with a wayleave Y-E-F1-F2-H-I-J-U1.

If the purchaser of lot 4 buys Lots 2 + 3 next year there will only be four or five sharing the connection costs. Maintenance again will be on a user basis, like the water supply.

(McGregor McMahon could assist in negotiating connections).

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Plot 1 facing north



Plot 1 facing north



Plot 2 facing south east



Plot 2 facing south east





Plot 1 access facing north east



Plot 2 access facing south east

## VIEWING AND REGISTERING AN INTEREST

Viewing of the property is strictly by prior appointment only with the sole selling agents McCrae & McCrae, 12 Abbey Park Place, Dunfermline, Fife, KY12 7PD. Tel. 01383 722454 or Rod McCrae on 07711 561814 (evenings and weekends), Fax: 01383 621180.

## CLOSING DATE

It is likely that a closing date for offers will be set and prospective purchasers are advised to register their interest in the property to ensure that they are given notice of any closing date. Failure to register interest may result in the property being sold without notice.

## PROPERTY MISDESCRIPTION

These particulars do not constitute any part of an offer or contract. All measures are given as a guide and no liability can be accepted for any errors arising therefrom. No responsibility is taken for any other error, omission or mis-statement in the particulars, during negotiations or otherwise, any representation or warranty whatever in relation to this property.

## OFFERS

Offers must be submitted in Scottish legal terms to the Selling Agents, McCrae & McCrae Ltd at 12 Abbey Park Place, Dunfermline, Fife, KY12 7PD. A closing date for offers may be fixed and prospective purchasers are advised to register their interest with the Selling Agents.

