



**FOR SALE**  
**Topps Woodland**  
Denny, FK6 5JF

**DAVIDSON  
& ROBERTSON**  
RURAL SURVEYORS & CONSULTANTS



# Topps Woodland

Denny, FK6 5JF

An exciting opportunity to acquire a well-located block of woodland comprising of approximately 57.13 acres (23.12 hectares).

- Diversification opportunity subject to necessary consents
- Secure site with quality fencing in places
- Available as a whole or in two lots
- Various oversail agreements in place over part of the land.

Lot 1: 22.38 acres (9.06 hectares) or thereby of woodland

Lot 2: 34.75 acres (14.06 hectares) or thereby of woodland with planning permission for 12 huts and oversail area

## Selling agents

### Davidson & Robertson

Rural Centre

West Mains

Ingliston

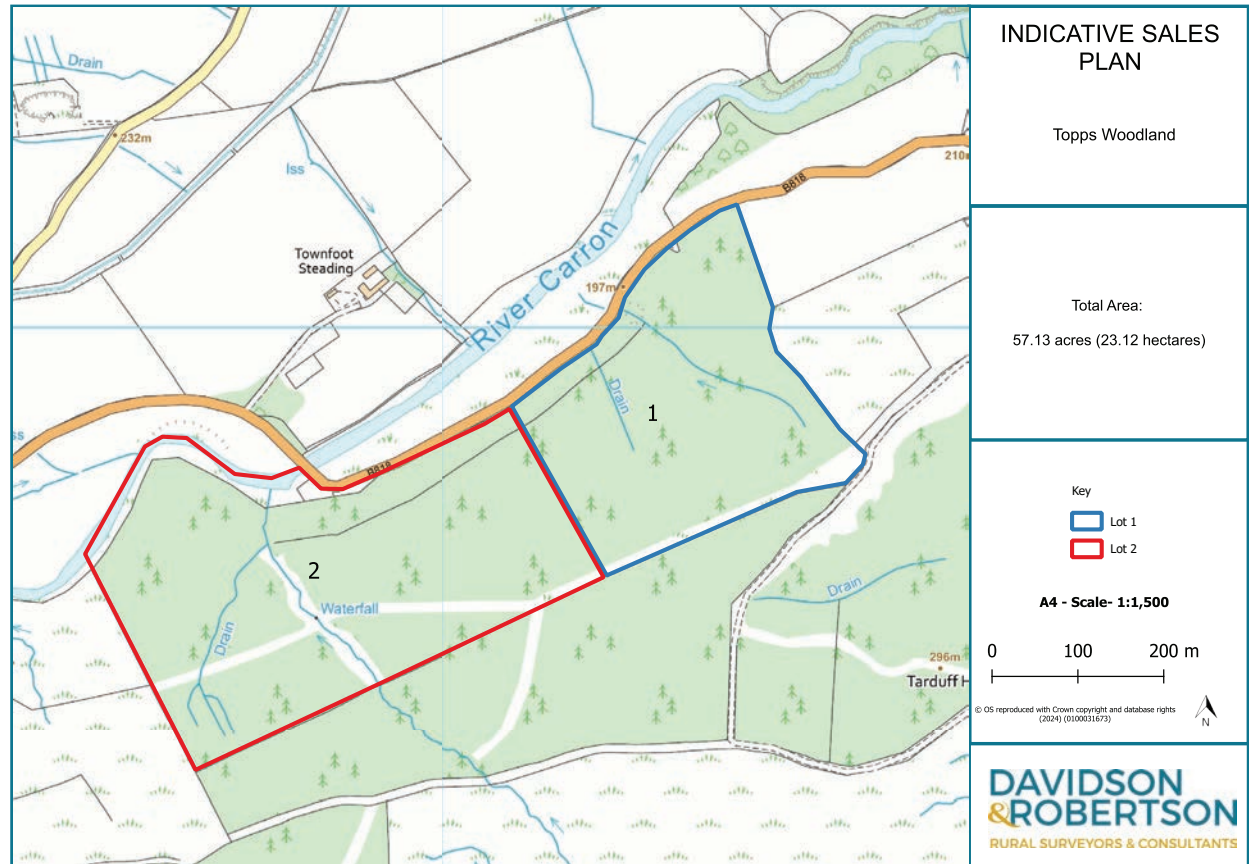
Edinburgh

EH28 8LT

Tel: 0131 449 6212

Email: sales@drrural.co.uk

Web: www.drrural.co.uk



## Situation

Topps Woodland is situated to the West of the town of Denny and just east of the small settlement of Carron Bridge. Topps Woodland is just 8 miles south west of Stirling and 20 miles from Glasgow.

## Access

The property is accessed from the B818 via a wooden gate to the northeast of the woodland and a mesh galvanised gate adjacent from the passing area south of New Carron Bridge.

## What3words:

Access - wells.reckons.badminton

Middle of the woodland - crackling.downturn.whisker

## Nearest Postcode:

FK6 5JF

## Directions

Leave the M9 at the Bannockburn Interchange, taking the first exit onto the A872, at the roundabout take the 2nd exit onto Nethermain Road (A872), follow for 0.3 miles then turn right onto the B818. Topps Woodland is located 4 miles along this road on your left.

## Description

Topps Woodland extends in total to approximately 57.13 acres (23.12 hectares) and benefits from direct access from the B818. The land is mainly Grade F3 with some higher elevated land classified as Grade F4 by the James Hutton Institute. Topps woodland is mixed but predominately broadleaves (50 – 80%). The site is well secured and in places benefits from wooden post and wire mesh fencing in a good condition.

Topps Woodland is available as a whole or in two lots.

Lot 1 extends to 22.38 acres or thereby.

Lot 2 extends to 34.75 acres or thereby.

## Diversification Opportunity

Topps Woodland has great diversification potential due to the area south west of New Carron Bridge being granted planning permission in July 2023 for the change of use from woodland to recreational hut site, with 12 huts and associated access, track, car parking and paths under planning reference P/23/0108/FUL.

Prospective Purchasers should make their own investigations into any planning and building consents and seek relevant professional advice.

## Clawback clause

The property is sold subject to a clawback clause. This will be for any uplift in value created by any non-agricultural, non-arboricultural or other use or agreement (excluding for existing planning permission P/23/0108/FUL and all current oversail/renewable agreements in place). This will be for a period of 10 years at 50% uplift from the date of sale and will be secured by way of standard security. Further information can be obtained from the Sellers Solicitor.

## Sporting Rights

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

## Mineral Rights

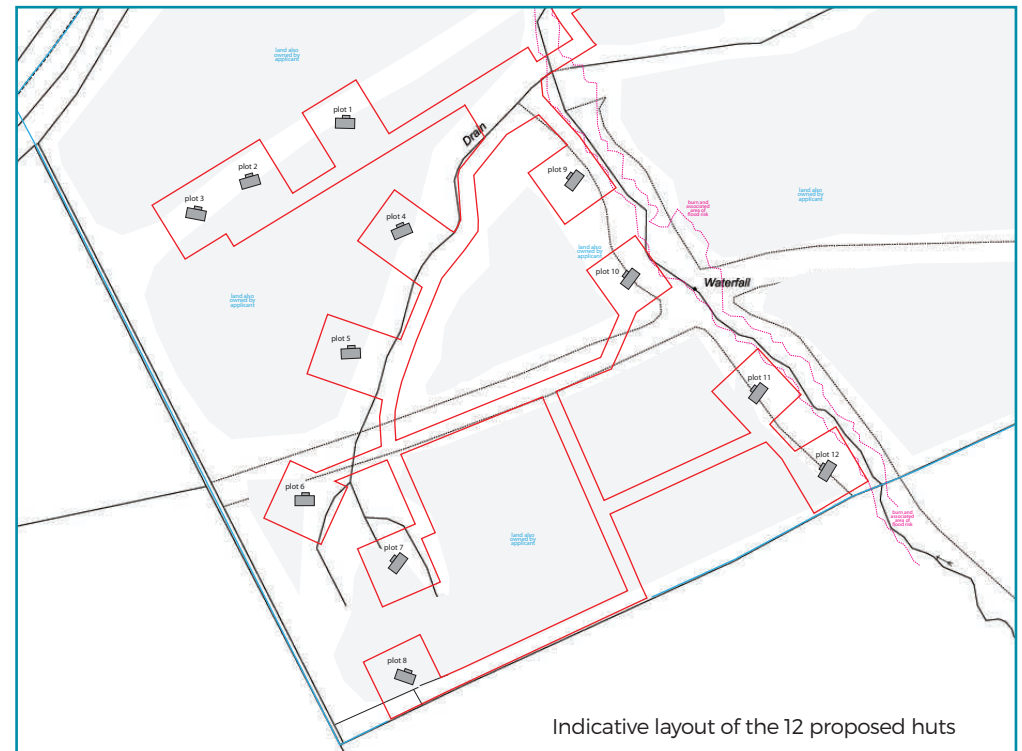
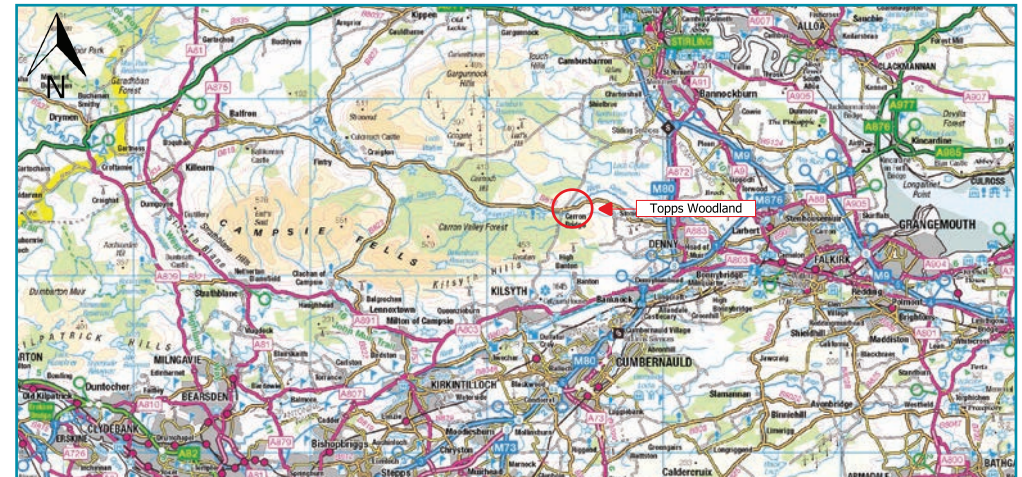
To the extent they are included within the vendor's title.

## Local Authority

Falkirk Council  
 Callendar Business Park  
 Callendar Road  
 Falkirk  
 FL1 1XR  
 Tel: 01324 590 800

## Plans, Areas and Schedules

These are based on the Ordnance Survey and Title Deeds 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 themselves as to the description of the property and any error or misstatement shall not annul the sale nor entitle either party to compensation in respect thereof.



Indicative layout of the 12 proposed huts





### Solicitor

Sheonagh Richards  
Anderson Strathern  
Richards@andersonstrathern.co.uk  
58 Morrison Street  
Edinburgh  
EH3 8BP

Tel: 0131 270 4088  
Email: Sheonagh.

### Viewing

By strict appointment with the Selling Agents: Davidson & Robertson Ltd. Telephone: 0131 449 6212 or via email: [sales@drrural.co.uk](mailto:sales@drrural.co.uk)

All viewings are to be arranged with the selling agents.

### Health & Safety

Given the potential hazards of the Property we request that you take as much care as possible when making your inspection of the Property for your own personal safety.

### Date of Entry

By mutual agreement.

### 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.

### Important Notes

The owner reserves the right to change the method of dealing with the property without any prior notification or change any

closing date. Interested parties are therefore advised to register their interest with the agents, following an inspection and having carried out suitable due diligence with regards to the subjects. The owner and their agents reserve the right to exclude, withdraw or amalgamate any of the land shown at any time. The owner and their agents also reserve the right to generally amend these particulars. The agents also reserve the right to conclude negotiations by any other means at their discretion and a degree of flexibility is available to interested parties.

### Closing dates

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 accept the highest or any offer, or to go to a closing date.

### Offers

Formal offers, in the acceptable Scottish 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.

### 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.

There is a Servitude right in favour of Falkirk and Larbert Water Trustees and their successors to lay and maintaining pipes through part of the Property with right of access for the purposes of laying, inspecting, maintaining, and repairing pipes.

There is a Servitude right to Scottish Power and their successors to lay, inspect, maintain, repair, replace, remove, and renew electric cable and fibre optic cable within the Property to serve the Earlsburn Windfarm only.

The Property is subject to a lease between the Landlord, Alistair Steel and Jennifer Steel (as Trustees for the firm of Alistair Steel) as previous owners of Topps Woodland and the Tenant, Earlsburn Wind Energy Limited (SC254429). The lease continues until 5 March 2036 and only includes the passing area south of New Carron Bridge. We understand the annual rent is £1, exclusive of VAT.

### Carbon Sequestration Rights

There are three contracts with the Central Scotland Forest Trust, Forest Carbon Ltd and The Green Insurance Company the obligations under which expire in 2109 and 2110. These obligations will pass to the purchaser for the remainder of the contract and any purchaser will be required to grant a Deed of Adherence for each contract. Copies of the contracts and form of Deed of Adherence are available from the selling agent on request.

### Important Notice

Davidson & Robertson for themselves and for the Vendor(s) or Lessors(s) of the property described in these particulars, whose agents they are, give notice that

1. These particulars are produced in good faith as a general outline only and do not constitute, nor constitute part of, any offer or contract.
2. 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 or these particulars, nor to enter into any contract relating to this property on behalf of the Agents, nor into contract on behalf of the Vendors.

3. It is the responsibility of any prospective purchaser or lessees to satisfy themselves as to the accuracy of any information upon which any prospective purchaser or lessee relies on in making an offer or bid. The making of any offer or bid for this property will be taken as an admission by the prospective purchaser or lessee that he has relied solely upon his own personally verified inspection and enquiries. No responsibility can be accepted for loss or expense incurred by prospective purchasers in viewing the property or in the event of any property being sold or withdrawn.

4. All descriptions, dimensions, references to condition and other details are given without responsibility and should not be relied on as statements of fact and prospective purchasers must satisfy themselves by inspection or otherwise as to the correctness of each of them. Descriptions of the property are subjective and are published as opinions and not statements of fact. They are not intended to be binding on the Vendors of their Agents.

5. Nothing in these particulars is to be regarded as a statement that the property is in good structural, agricultural or horticultural condition, nor should any statement be taken as a warranty to be implied that any services, appliances, equipment, installations or facilities on the property are in good working order. Prospective purchasers should satisfy themselves as to the condition of all such matters.

6. The Purchaser(s) shall be deemed to acknowledge that they have not entered into an agreement to purchase in reliance on any statement contained in these particulars, that they have satisfied themselves as to the content of each such statement by inspection, enquiry or otherwise and that no warranty or representation has been made by the Vendors of their Agents in respect of the property.

7. Any error, omission or mis-statement in these particulars or any correspondence relating thereto shall not entitle the Purchaser to rescind or to be discharged from any Agreement to Purchase nor shall it entitle either party to compensation or damages, or give either party any cause of civil action.

8. The property is sold with all faults and defects whether of condition or otherwise and neither the Vendors nor their Agents will be held responsible for such faults and defects.

9. The photographs printed in these particulars show only certain parts of the property and they were not necessarily taken when the particulars were produced.

10. Where any reference is made to planning permissions or potential uses, such information is given by the Vendor and their Agents in good faith. Prospective purchasers should make their own enquiries with the Local Planning Authority into such matters.

11. These particulars have been prepared in good faith and in accordance with relevant legislation at the time of writing.

Particulars Prepared: September 2024  
Photographs Taken: April 2024

