



CRUNKLAW, DUNS

GRASS PARK LETS

2012

52.80 ACRES IN 1 LOT

Tender Date: 7TH March 2012



Border Livestock Exchange Ltd
54-58 Marygate, Berwick upon Tweed, TD15 1BN
Tel: 01289 306 067 Fax: 01289 308 067
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CONDITIONS OF LET
(A PROFIT OF PASTURAGE AGREEMENT)

The dates for the grazing are 21st March to 22nd October 2012 inclusive for cattle, and 21st November 2012 inclusive for sheep, where a Deed of Profit a Prendre is made between J S Dykes & Son (“the Owner”) and the Grazier.

1. In consideration of the payment of the amount of the successful tender (“the fee”), the Owner grants unto the Grazier the right of herbage on all those pieces or parcels of land (“the Land”) situated at Crunklaw to which the tender pertains. 50% of the payment is to be made to Border Livestock Exchange Ltd by 14th March 2012 and 50% on 7th July 2012.
2. The Owner will undertake the following services within the fee:
 - (i) to mow or spray spear thistle, creeping or field thistle, curled dock, broad leaved dock and ragwort;
 - (ii) generally to maintain the land in a good husband like manner;
 - (iii) to keep gates, fences and ditches in good order other than damage caused by the Grazier his servants or stock;
 - (iv) to maintain a regular supply of drinking water on the Land;
 - (v) to carry out such agricultural activity as is required to keep the Land in good agricultural and environmental condition (“GAEC”) and to ensure compliance with Statutory Management Requirements (“SMRs”), as defined and required by the provisions of Council Regulation (EC) 1782/2003 and such European and domestic legislation introduced pursuant to that Regulation, or any statutory modification or re-enactment thereof for the time being in force; and
 - (vi) to be responsible for and to control the Land in terms of management, benefit and financial risk.
 - (vii) A daily looking service.
3. The Grazier hereby covenants:
 - (i) not to permit any trespass on the Land;
 - (ii) to use the Land for the purpose of grazing only and not to cut or mow the grass, without express permission from the Owner;
 - (iii) not to allow any animals other than his own to graze the said Land;
 - (iv) not to allow horses, diseased or quarantined stock or confirmed fence breakers on the said Land;
 - (v) not to allow the said Land to be overgrazed. Should the owner consider that the grazier is overgrazing the owner reserves the right, with 48 hours notice, that the grazier removes or reduces his stock with no recompense to the Grazier.
 - (vi) not to allow the said Land to be under grazed. Should the Owner consider the Land is under grazed the Owner reserves the right, with 48 hours notice, to ‘top’ the Land with no recompense to the Grazier.

- (vii) **not to apply fertilisers.**
- (vi) to ensure that he his servants or agents and any person attending or for the time being in charge of the livestock present on the said Land will comply with The Welfare of Livestock Regulations 1994 or any statutory modification or re-enactment thereof for the time being in force;
- (vii) to indemnify the Owner in respect of all liabilities and payments including legal costs and expenses incurred by the Owner as a result of proceedings brought in respect of the welfare of livestock under the Agriculture (Miscellaneous Provisions) Act 1968 and The Welfare of Livestock Regulations 1994 or any statutory modification or re-enactment thereof for the time being in force;
- (viii) to indemnify the Owner in respect of any damage and all liabilities and costs, including legal costs and expenses incurred by or as a result of the actions or negligence of the Grazier; including any claims made by third parties resulting from any activities or negligence by the Grazier on the Land;
- (ix) not to do anything to cause the Land to cease to be in GAEC, and to comply with any reasonable request of the Owner to take such steps as are necessary to comply with the SMRs; and
- (xi) to allow the Owner full access to the Land at all reasonable times to carry out the obligations set out in Clause 2 of this Deed.

4. It is hereby agreed that

- (i) the Owner shall have a lien upon all the Grazier's animals for the time being pastured on the Land for any sum owing or expense incurred for which under this Agreement the Grazier is liable and this lien may be enforced by the sale of any animal or animals belonging to the Grazier for the time being pastured upon the Land;
- (ii) the Owner shall be the farmer and so the claimant and owner of entitlements to payments from the Single Payment Scheme ("SPS") pursuant to Regulation (EC) 1782/2003 and such European and domestic legislation introduced pursuant to that regulation, or any statutory modification or re-enactment thereof for the time being in force, and the Grazier shall make no claim under SPS over the Land; and
- (iii) the Owner retains the right to terminate the agreement set out in this Deed at any time on reasonable notice.

**The proprietors telephone number is
01361 882074**



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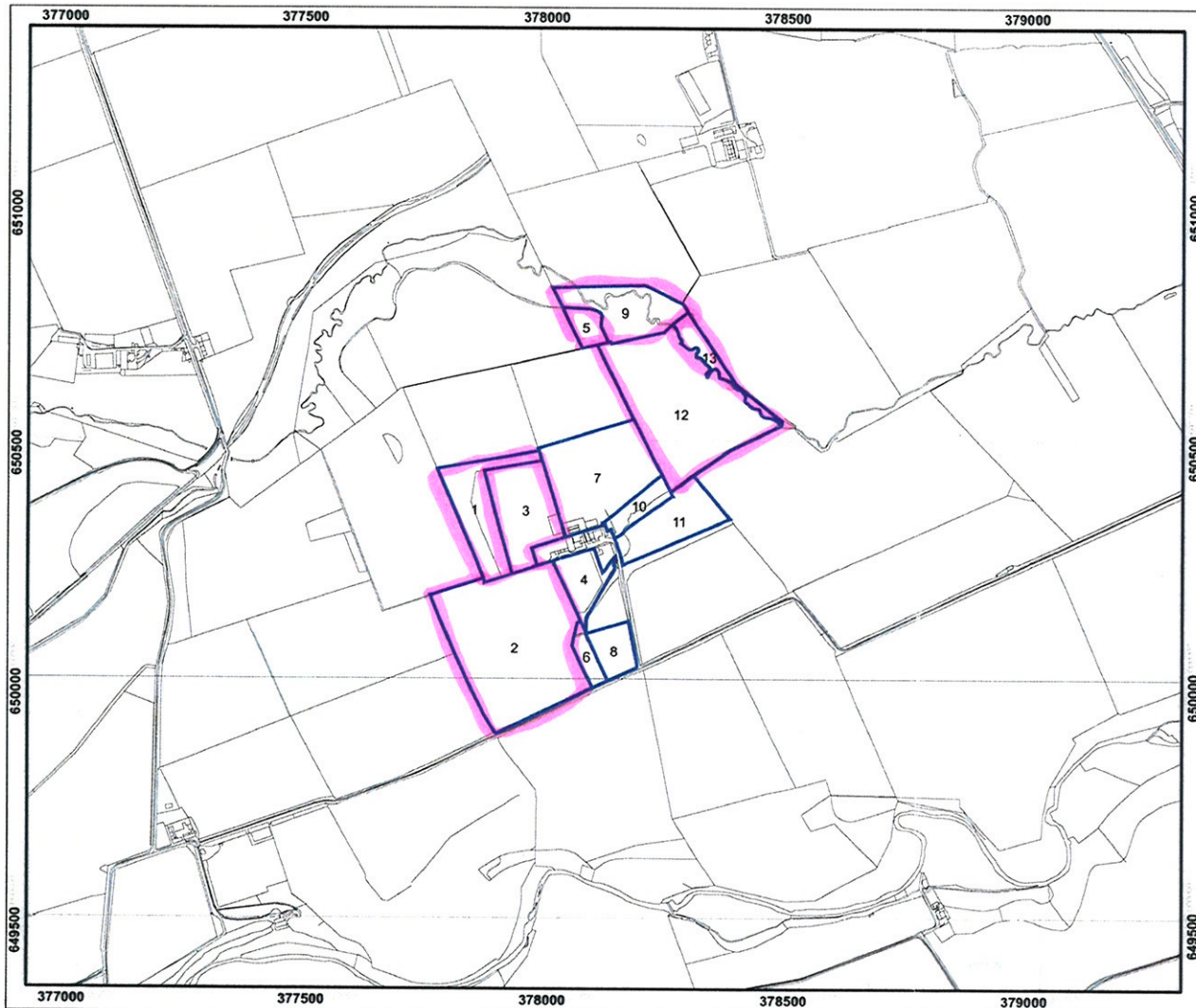
CRUNKLAW GRASS PARKS

SCHEDULE OF GRAZING FOR 2012 SEASON


LOT 1 CATTLE & SHEEP

| | | | |
|----|--------------------------|--------------|--------------|
| 1 | NT/77784/50428 | 2.15 | |
| 2 | NT/7789/50066 (Seeds) | 7.36 | |
| 3 | NT/77902/50308 | 2.44 | |
| 5 | NT/78050/50735 | 0.5 | |
| 9 | NT/78135/50771 | 1.97 | |
| 12 | NT/78252/50580 | 6.27 | |
| 13 | NT/78316/50670 | 0.68 | |
| | TOTAL | 21.37 | 52.80 |

CRINKLAW



Rural Payments and Inspections Directorate



Farm Code 256/0048 **Map 1 of 1**

Field System Version Date : 31 July 2009 © Crown Copyright

| Counter | Field Identifier | Area (Ha) |
|--------------|------------------|--------------|
| 1 | NT/77784/50428 | 2.15 |
| 2 | NT/77891/50066 | 7.36 Seeds |
| 3 | NT/77902/50308 | 2.44 |
| 5 | NT/78050/50735 | 0.5 |
| 9 | NT/78135/50771 | 1.97 |
| 12 | NT/78252/50580 | 6.27 |
| 13 | NT/78316/50670 | 0.68 |
| Total | | 21.37 |

Total Area: 30.04 Ha

Scale 1:10,000

1 cm equals 100 Metres
 1 cm equals 109 Yards
 1 inch equals 278 Yards



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