



**EMBLETON MILL  
GRASS PARK LETS**

**2012**

**124.47 ACRES IN 5 LOTS**

**Tender Date: Wednesday 14<sup>th</sup> March 12**





**Border Livestock Exchange Ltd**  
**54-58 Marygate, Berwick upon Tweed, TD15 1BN**  
**Tel: 01289 306 067 Fax: 01289 308 067**  
**e-mail: [info@borderlivestock.co.uk](mailto:info@borderlivestock.co.uk)**  
**[www.borderlivestock.co.uk](http://www.borderlivestock.co.uk)**

**EMBLETON MILL GRASS PARKS**  
**2012 GRAZING SEASON**  
**CONDITIONS OF LET**

The date for **Embleton Mill Parks (Lot 1)** 1<sup>st</sup> April to 30<sup>th</sup> November 2012 and are for **sheep only (except Lot 5 where sheep and horses can be grazed)**. A Deed of Profit à Prendre is made between Messrs Robertson, Embleton Mill (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 Embleton Mill to which the tender pertains. Payment is to be made in full to Border Livestock Exchange Ltd by 21<sup>st</sup> March 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) 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.
3. The Grazier hereby covenants:
  - (i) not to graze any animals other than sheep,
  - (ii) not to permit any trespass on the Land;
  - (iii) to use the Land only for the purposes of grazing and hay making, with prior permission;

- (iv) not to allow any animals other than his own to graze the said Land without prior agreement;
- (v) the grazier must create a linked holding with his own property to preclude any movement restrictions being inflicted upon the proprietor;
- (vi) not to spread fertilizer without the Proprietor's prior consent;
- (vii) not to graze or allow diseased or quarantined stock or confirmed fence breakers on the said Land. Any such animal, or other unruly animal that shall be put into, or depastured in any of the Parks, the Owner shall have power to require the same to be removed by the taker within 48 hours after notice has been sent to him, and the Owner shall not be liable to any action or proceedings, and no deduction shall be made from the rent on account of any animal so removed;
- (viii) 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;
- (ix) 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;
- (x) 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;
- (xi) 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 including reasonable requests when the Owner or his agents consider the land to be overgrazed and within 48 hours after notice has been sent to him to remove or reduce stock. The Owner shall not be liable to any action or proceedings, and no deduction shall be made from the rent on account of any animals so removed. Should the owner or his Agents consider the land to be undergrazed within 48 hours after notice being given the Owner reserves the right to 'top' the pasture, and the Owner shall not be liable to any action or proceedings, and no deduction shall be made from the rent;
- (xii) to be responsible for the prompt (within 48 hours) removal of dead stock after notification by the owner; and
- (xiii) 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.
- (xiv) **Not to sub-let, assign or part with the livery and licence hereinbefore granted without prior permission.**

4. It will be agreed that:

- (i) 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
- (ii) the right of herbage hereby granted is personal to the Grazier.

5.

- (i) On THE SIX ACRE the proprietor reserves the right to graze a bull.
- (ii) HUNGRY KNOWES STRIP & TRAINEY'S WELL STRIP the proprietor reserves the right to graze bulls.

6. The proprietor's telephone numbers are:

07968 438493 mobile 01665 576291 house/ (Office Thursday)



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**EMBLETON MILL GRASS PARKS**  
 SCHEDULE OF GRAZING FOR 2012 SEASON

**LOT 1                      BOLT KNOWES & OLD GALLOWMOOR– SHEEP ONLY**

<b>FIELD NO</b>	<b>NAME</b>	<b>AREA (Ha)</b>	<b>GRAZING DATES</b>
27-NU2120 8668	BOLT KNOWES (Seeds July 05)	9.86	1 <sup>st</sup> April-30 <sup>th</sup> November
26-NU2120 9185	OLD GALLOWMOOR (Old Grass)	4.89	1 <sup>st</sup> April-30 <sup>th</sup> November
		<b>14.75</b> <b>(36.44Acres)</b>	

**LOT 2                      AFTERLANDS (2 YEAR LEY) –SHEEP ONLY**

<b>FIELD NO</b>	<b>NAME</b>	<b>AREA (Ha)</b>	<b>GRAZING DATES</b>
43-NU2321 5073	AFTERLANDS	15.95	1 <sup>st</sup> April-30 <sup>th</sup> November
		<b>15.95</b> <b>(39.41Acres)</b>	

**\*LOT 3    HUNGRY KNOWES STRIP & TRAINEY’S WELL STRIP  
– SHEEP ONLY**

<b>FIELD NO</b>	<b>NAME</b>	<b>AREA (Ha)</b>	<b>GRAZING DATES</b>
67-NU2220 7454	HUNGRY KNOWES	4.18	1 <sup>st</sup> April-30 <sup>th</sup> November
67aNU2320 1733	TRAINEY’S WELL STRIP	3.72	1 <sup>st</sup> April-30 <sup>th</sup> November
68-NU2220 9357	HUNGRY STRIP	3.58	1 <sup>st</sup> April-30 <sup>th</sup> November
		<b>11.48</b> <b>(28.37Acres)</b>	

\* the proprietor reserves the right to graze a bull

**\* LOT 4    SIX ACRE**

<b>FIELD NO</b>	<b>NAME</b>	<b>AREA (Ha)</b>	<b>GRAZING DATES</b>
28-NU2221 2044	SIX ACRE	<b>4.05</b> <b>(10.00Acres)</b>	1 <sup>st</sup> April-30 <sup>th</sup> November

• the proprietor reserves the right to graze a bull

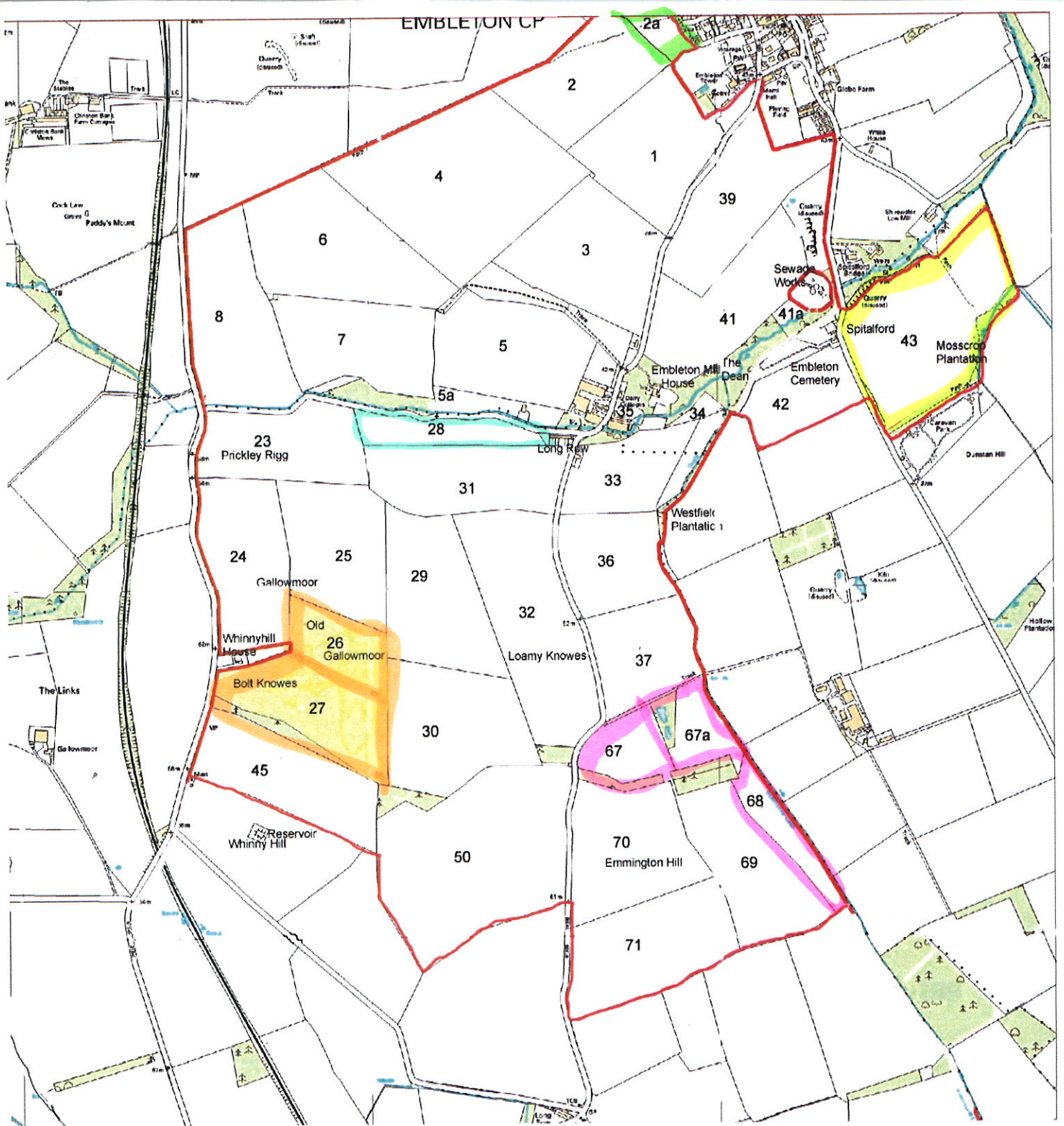


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**LOT 5 SLAUGHTER HOUSE – SHEEP & HORSES ONLY**

<b>FIELD NO</b>	<b>NAME</b>	<b>AREA (Ha)</b>	<b><i>GRAZING DATES</i></b>
2a – NU2222 7962	SLAUGHTER HOUSE FIELD	<b>4.15</b> (10.25Acres)	1 <sup>st</sup> April – 30 <sup>th</sup> November



<b>Counter</b>	<b>Field Identifier</b>	<b>Area</b>
2a – NU2222 7962	SLAUGHTER HOUSE FIELD	4.15
27-NU2120 8668	BOLT KNOWES	9.86
26-NU2120 9185	OLD GALLOWMOOR (Old Grass)	4.89
28-NU2221 2044	SIX ACRE	4.05
43-NU2321 5073	AFTERLANDS	15.95
67-NU2220 7454	HUNGRY KNOWES	4.18
67a-NU2320 1733	TRAINEY'S WELL STRIP	3.72
68-NU2220 9357	HUNGRY STRIP	3.58
		<b>50.38</b>