

Unreserved Real Estate Auction

Yellowhead County, AB

BIDDING OPENS: Fri. May 6, 2022

BIDDING CLOSES: Mon. May 9, 2022

UPDATED MAY 4, 2022 - See Pages 2, 7, 9, 10



SW 22-55-9-W5 - 157.44 acres

Pasture land, fenced, creek

Sale Managed by:

TEAM
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Real Estate Services by:

Moore's Agri-Trade Ltd
Breton, AB
780-898-0729



Highlights of Real Estate Auction Terms

1. **UNRESERVED:** The seller has agreed to accept the highest bid regardless of price. Property will sell to the highest bidder without minimum or reserve.
2. **AGENT OF THE SELLER:** Real Estate Brokerage (Moore's Agri-Trade Ltd) acts only as agent of the seller and not as agent of the Buyer. They will provide prospective buyers with all facts known to the agent that will or may affect the marketability or value of the property.
3. **NO WARRANTY:** The Buyer shall accept the Property as-is where-is and specifically agrees that neither the Seller, Auctioneer or Realtor makes any representations or warranties of any kind as to the condition or fitness of the Property, environmental or otherwise, or any improvements thereon.
4. It is the **RESPONSIBILITY OF ALL BIDDERS** to review all information provided, including "Property Information Package" from the Real Estate Brokerage and the terms of this auction. All information provided is meant as a guide only. Bidders shall have satisfied themselves as to the descriptions, location and condition of the property prior to bidding. If clarification is required, it is the bidder's responsibility to obtain clarification from Real Estate Brokerage **prior to bidding**.
5. **GST:** Bid price does not include any applicable GST unless announced otherwise by auctioneer.
6. **DEPOSIT:** Immediately at the close of bidding the successful bidder will make a **NON REFUNDABLE** deposit payable to the real estate brokerage (as listed in the Property Information Package) in the form of a bank draft or other approved payment. Amount is listed in Property Info Package/or as announced by auctioneer.
7. **PURCHASE CONTRACT:** The Real Estate Purchase Contract that applies to each property will be available for inspection prior to the auction. Title(s) will be clear of encumbrances except those which are to remain on the title. All bidders agree that, should their bid be accepted, they will complete and be bound by the terms of the purchase contract. Buyer will pay the balance of the purchase price to their lawyer on or before Completion Day. Possession will be in accordance with the terms of the Purchase Contracts. **Note: These contracts will not be subject to any buyer's conditions.**

****TEAM SEKURA AUCTION MAIN SALE TERMS ALSO APPLY.**

NOTE TO BIDDERS

- When registering to bid you will be required to have a Letter of Confirmation of Funds from your bank. Letter of Confirmation must be on Bank Letterhead with your name & or company name & amount of funds you have access to that you wish to spend up to. This letter of confirmation will have to be emailed to TEAM Auctions.
- Internet Bidding Fees: 5% up to a max of \$1,500 per item
- If you are the successful bidder, to meet the obligations set by the federal government, you will be asked to verify your identification. You will also need to provide us with your lawyer info to complete the real estate transaction.

HIGHLIGHTS OF PURCHASE CONTRACT

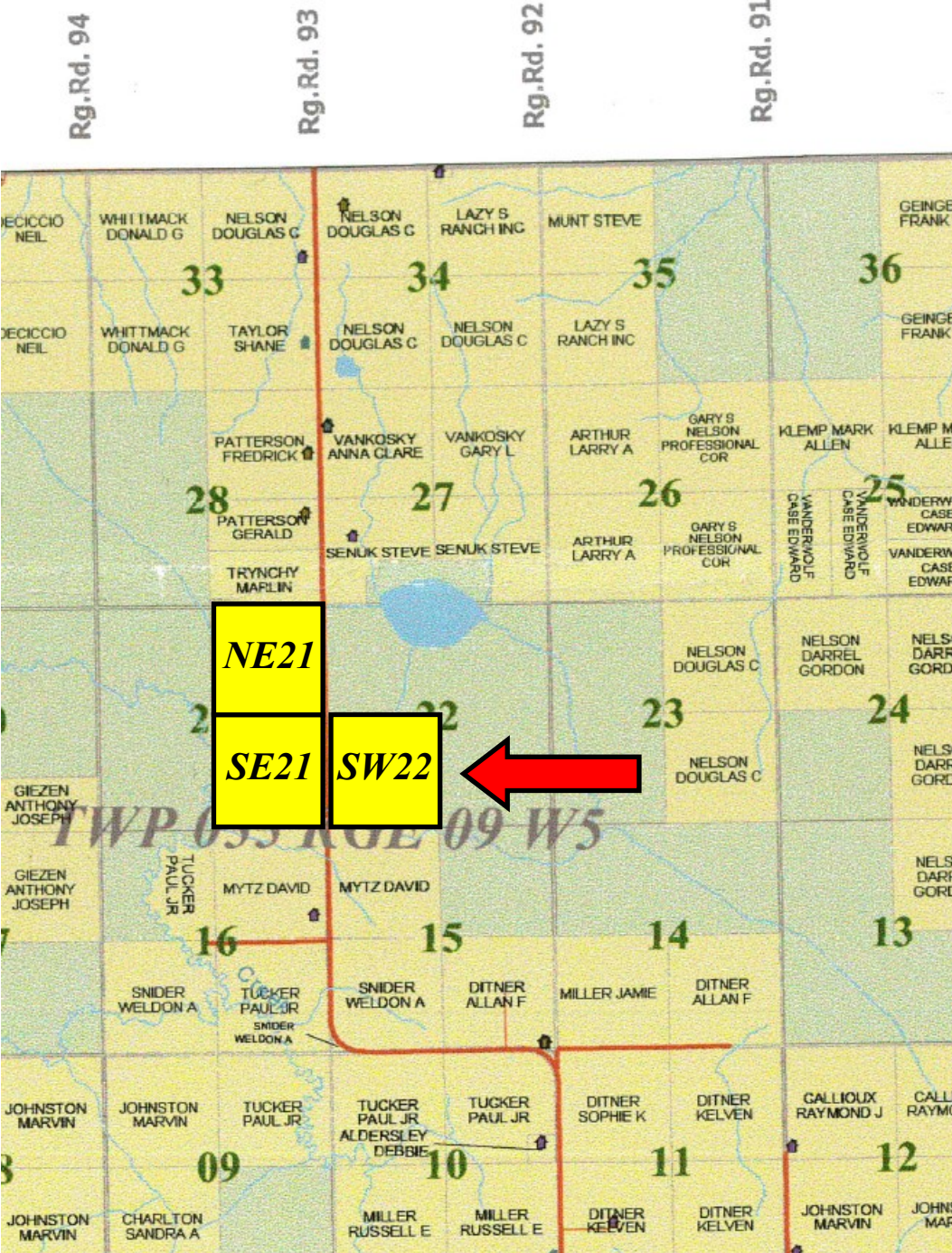
Completion Day	8-July 2022 With Tenancy at Will Agreement to allow early access to land.
Deposit	\$ 10,000 (non-refundable) bank draft or approved payment payable to Moore's Agri-Trade Ltd due from successful bidder upon close of bidding / signing of purchase contract. Cash and virtual currency will not be accepted.
Conditions	There are no Buyer Conditions.
Additional Terms	<ul style="list-style-type: none">• The property sells as is with no warranties of any kind whatsoever as to the conditions or fitness of the Property, environmental or otherwise.• No Real Property Report will be provided.• Fences may or may not be on property lines. Note the east fence line is encroaching on the quarter to the east (crown land). There is no agreement with the government for this encroachment, but the fence has been in place for many years.• Surface lease annual payment has not been received since 2019. It is expected that no further payments will be received.

Copy of Purchase Contract is available - call 780-898-0729

Contract must be signed by successful bidder upon bidding closing

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Location



DIRECTIONS:

From Hwy 22 & Hwy 16 (west of Entwistle)

Head north 13.3 km on Hwy 22 to paved Twp Rd 550, then west (left) 7.8 km on Twp Rd 550, then slight right turn onto RR91A . Go 0.55 km. RR91A turns slightly & becomes RR92. Go north 2.6 km to Twp Rd 552, Then 1.8 km west on Twp Rd 552. Twp Rd 552 turns slightly right and becomes RR93. Go 1.6 km north. Property will be on the right.

OR

From Hwy 22 & Hwy 43 (Mayerthorpe) - Head south 6.2 km on Hwy 22 to Hwy 647W. Turn right onto Hwy 647 W and go 8.1 km to RR93. Turn left onto RR93 and go south 14.45 km. Property will be on your left.

AERIAL - 3 quarters - Buy 1,2, or all 3!



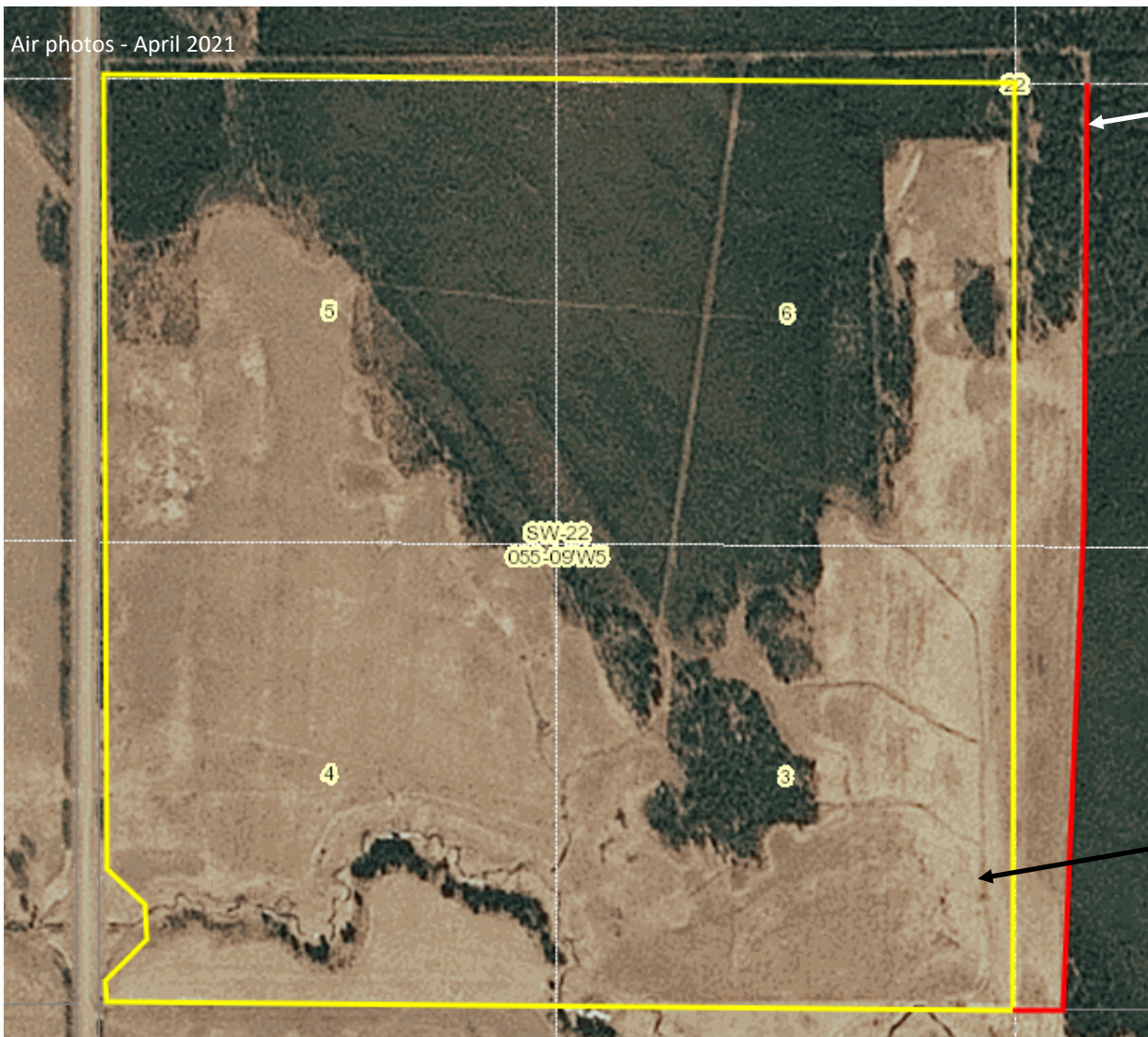
LEGAL LAND DESCRIPTION	ACRES	PROPERTY TAXES	DEPOSIT	POSSESSION
NE21-55-9-W5	158 acres	\$53.30 (2021)	\$10,000	July 8, 2022
SE21-55-9-W5	157.42 acres	\$73.34 (2021)	\$10,000	July 8, 2022
SW22-55-9-W5	157.44 acres	\$53.74 (2021)	\$10,000	July 8, 2022

AERIAL - SW 22-55-9-W5 - 157.44 acres



Municipal Address	On Range Road 93
Municipality	Yellowhead County
Legal Description	SW22-55-9-W5
Land Size	157.44 acres
Land Use Zoning	Rural District
Property Taxes	\$53.74 (2021)
Deposit	\$10,000
Possession	8-July 2022 with Tenancy at Will Agreement

Air photos - April 2021

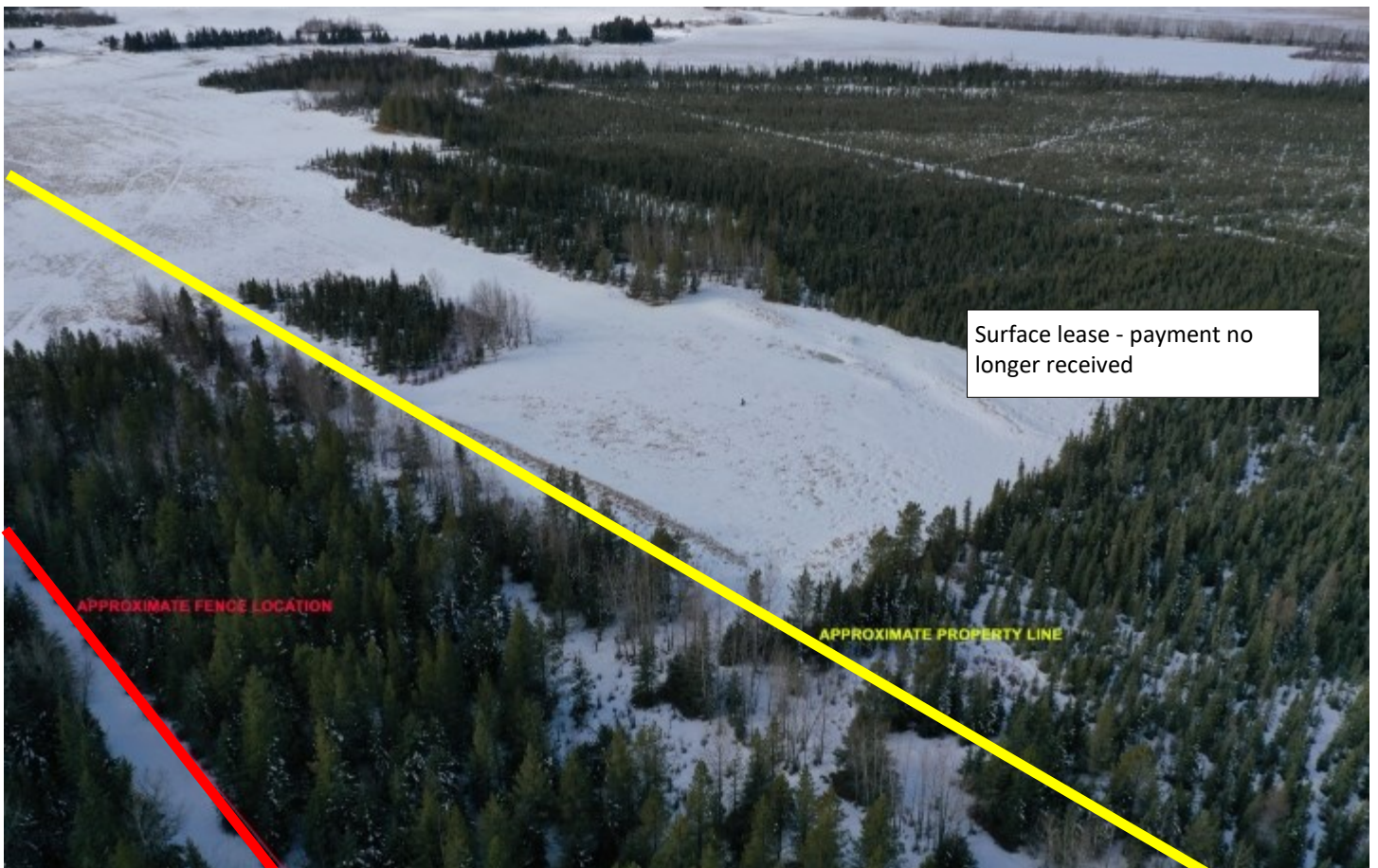
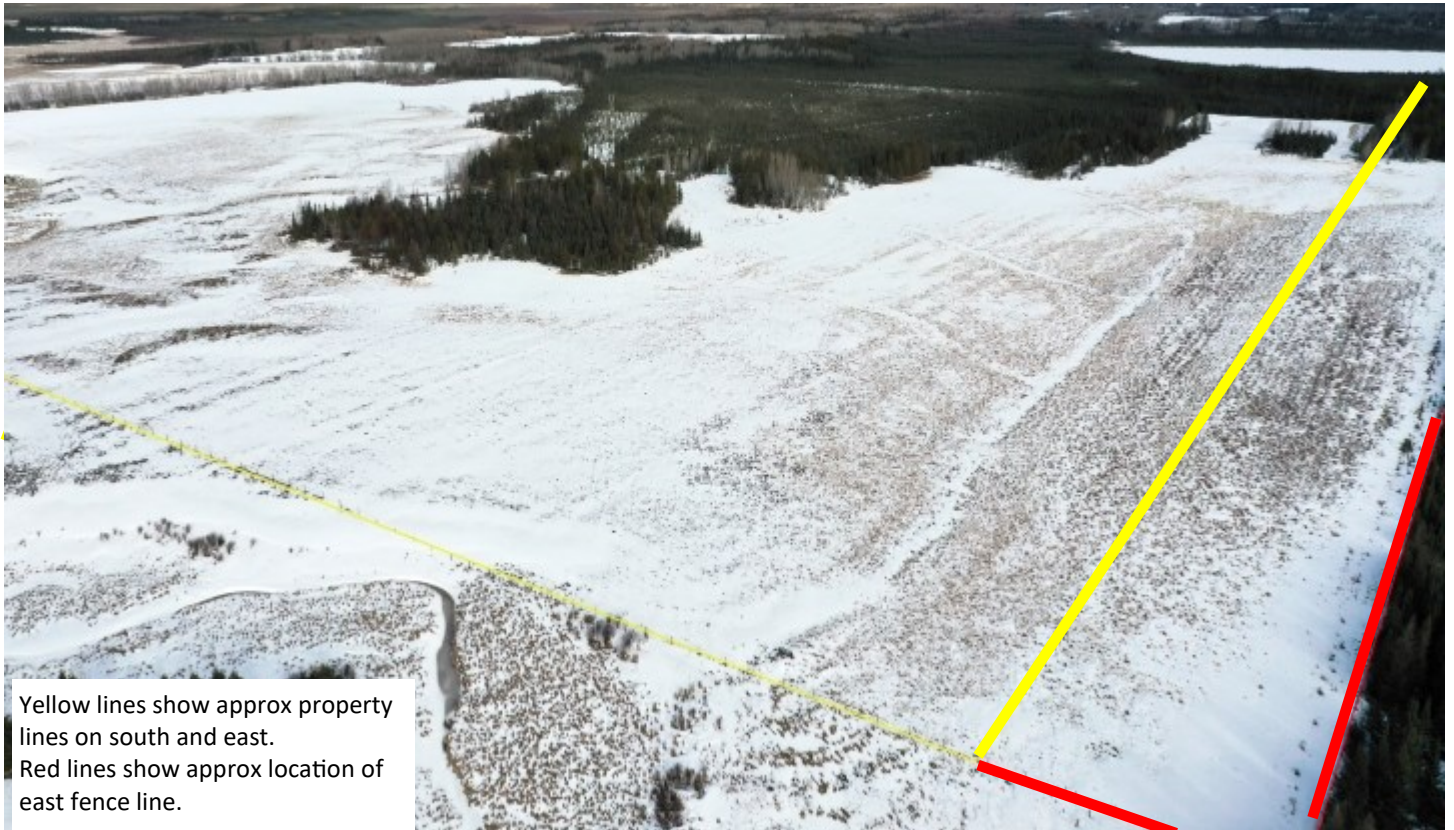


Red Line shows approx location of the East fence line which is on the neighbouring land (crown land)

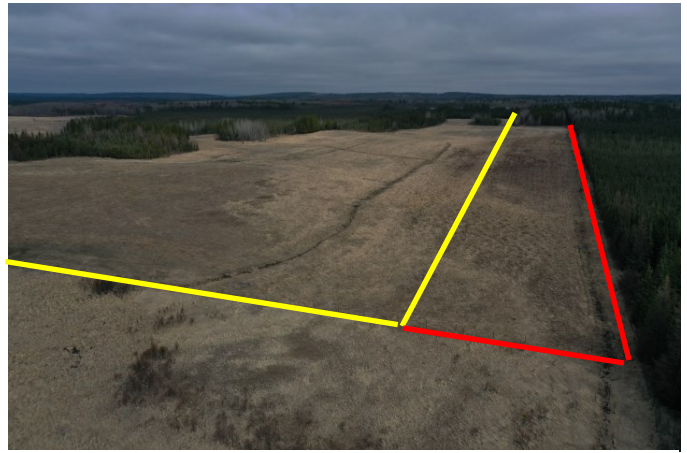
Oil company installed culvert to allow crossing the water draw

SW22-55-9-W5 - 157.44 acres. Pasture land. Annual surface lease rent payment has not been received since 2019. The oil company holding the lease is bankrupt. There will likely be no further payments received for this lease. Lease road access is grass trail only. East fence line is not on the property line and is encroaching on the neighbouring land (crown land). It is believed that the encroachment is approximately 140 feet \pm at the north end & over 200 feet at south end. North fence line is wire for electric fence & runs along the cleared trail to the north of the property.

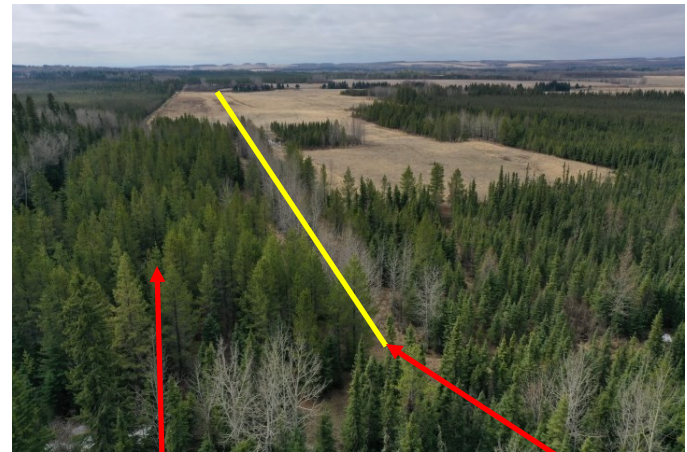
SW 22-55-9-W5



SW 22-55-9-W5



Yellow lines show approx property lines on south and east.
Red lines show approx location of east fence line.



Crownland land that has been fenced into the SW22. There is no agreement with the government for this encroachment, but the fence has been in place for many years.

Approximate property line



North fence line was wired for electric fence. It is not on property line. The cleared line is on the crownland to the north.

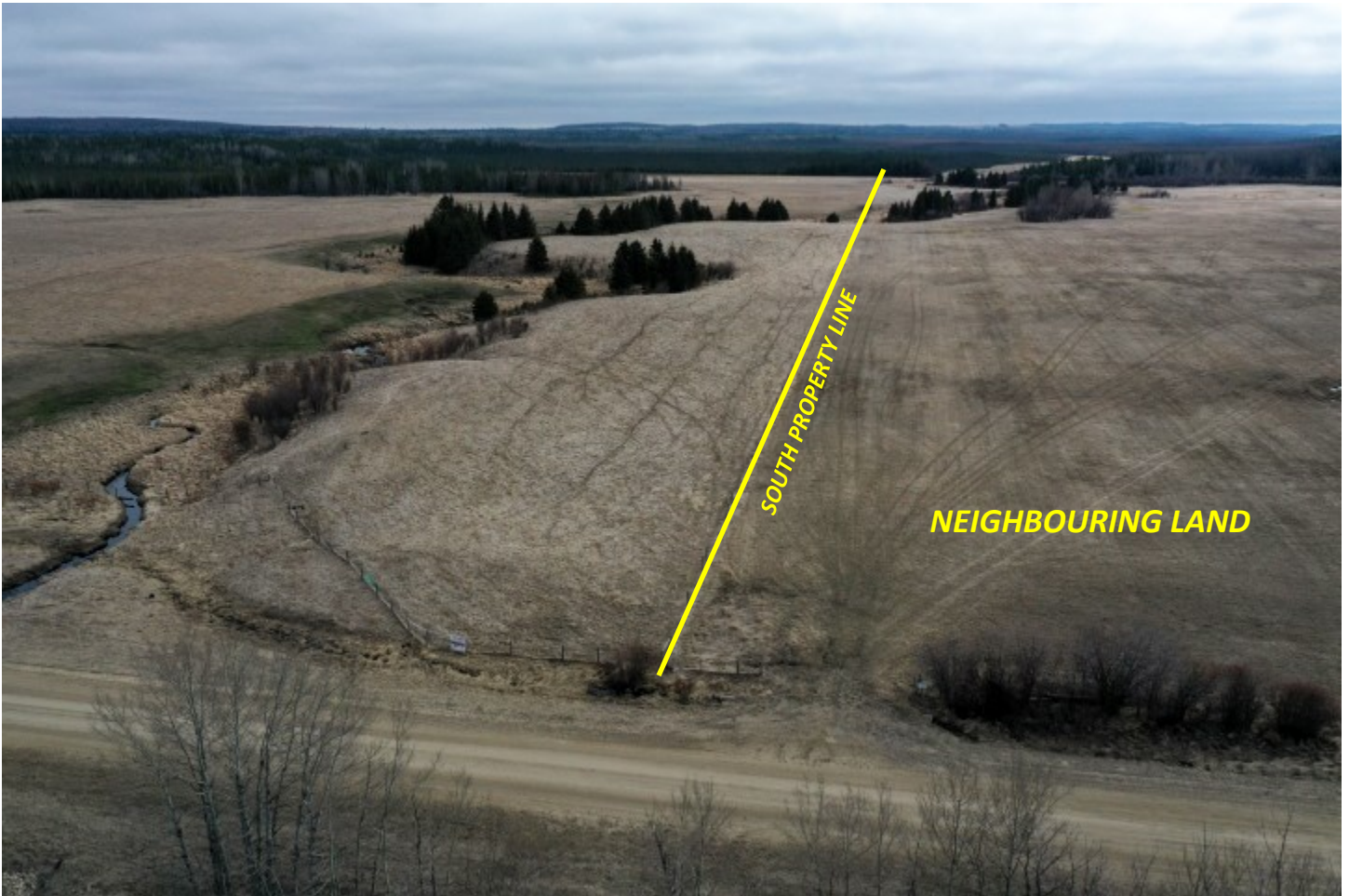


SW 22-55-9-W5



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SW 22-55-9-W5



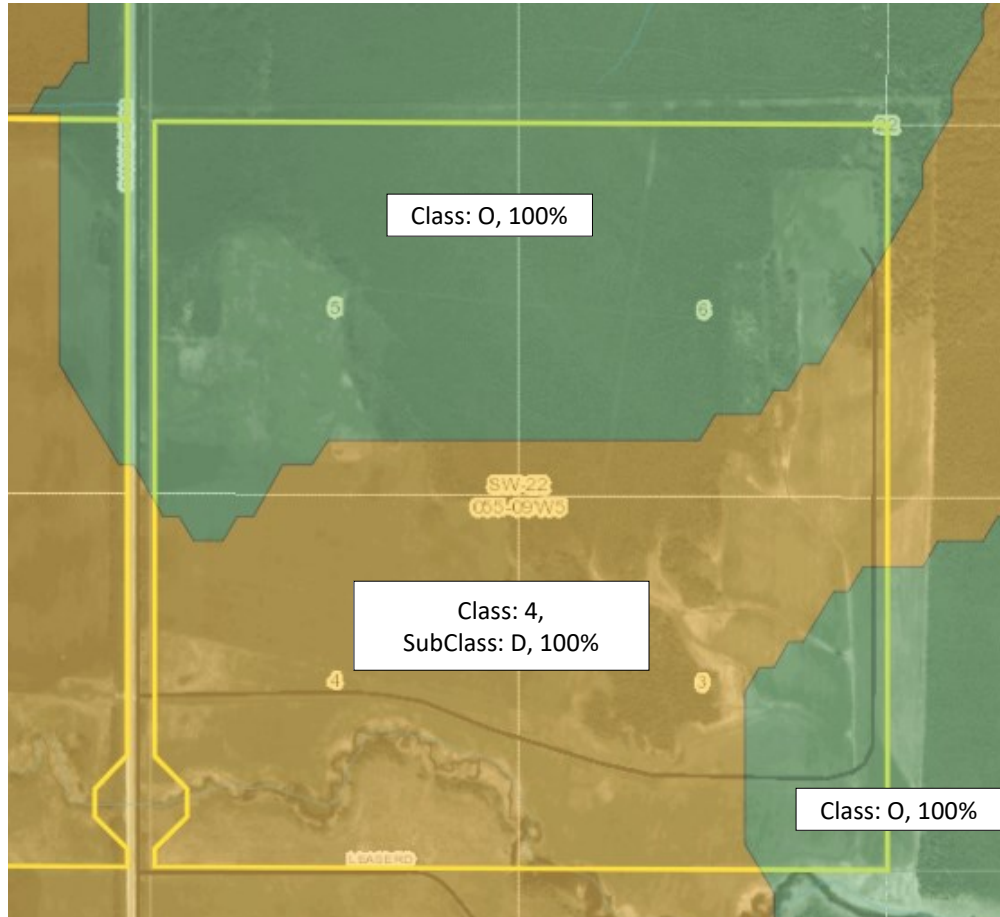
SW 22-55-9-W5



SW 22-55-9-W5



Soil Map



AGRICULTURAL SOIL CLASSIFICATION: The Agriculture layer shows the varying potential of a specific area for agricultural production. It indicates the classes and subclasses according to the Soil Capability Classification of Agriculture, which is based on characteristics of the soil as determined by soil surveys. The mineral soils are grouped into 7 classes and 13 subclasses according to the potential of each soil for the production of field crops. Organic soils are not a part of the classification and are shown as a single separate unit (0).

1.2 AGRICULTURAL SOIL CLASSES

CLASS DESCRIPTION

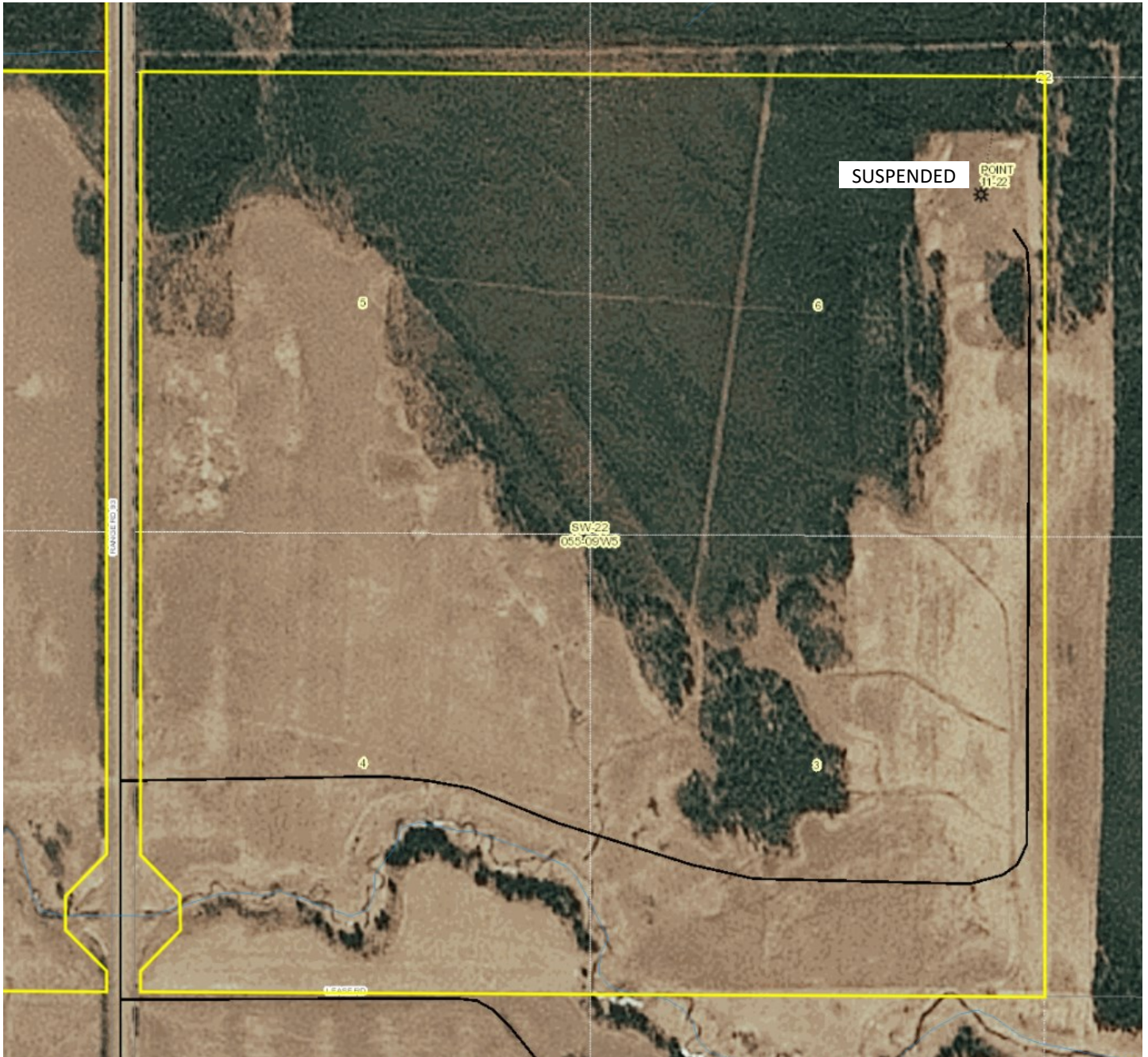
1	No significant limitations in use for crops
2	Moderate limitations that restrict the range of crops or require moderate conservation practices.
3	Moderately severe limitations that restrict the range of crops or require special conservation practices
4	Severe limitations that restrict the range of crops or require special conservation practices
5	Very severe limitations that restrict capability in producing perennial forage crops. Improvement practices are feasible.
6	Capable only of producing perennial forage crops and improvement practices are not feasible
7	No capacity for arable culture or permanent pasture
0	Organic Soils (not placed in capability classes)

1.3 Agricultural Subclasses

Subclass Description

C	Adverse Climate
D	Undesirable soil structure and/or low permeability
E	Erosion
F	Low Fertility
I	Inundation by streams or lakes
M	Moisture limitations
N	Salinity
P	Stoniness
R	Consolidated bedrock
S	Combinations of subclasses
T	Topography
W	Excess Water
X	Soils having limitations resulting from the cumulative effect of two or more adverse characteristics

Pipelines and Surface Lease Well Info



Annual payment from Point Loma for the surface lease on this quarter has not been received since 2019. No further payment are expected to be received. Lease road is trail on the grass.

*****Pipeline locations are approximate only and do not show actual locations of pipelines*****

TENANCY AT WILL AGREEMENT

Team-Meier

Purchase Contract Number

The seller is willing to enter into a Tenancy At Will Agreement which upon unconditional purchase contract being fully signed and deposit has been received by Moore's Agri-Trade Ltd, will allow the buyer access to the land prior to the closing date.

This agreement applies to land described as:

Quarter	Section	Township	Range	W of	Acres
SW	22	55	9	5	157.44

Terms of Agreement:

- If deposit as per signed Purchase Contract has been received, then Buyer will be allowed on the land to graze their cattle and repair fences as buyer sees fit.
- All costs of any improvements (repair or new construction of fences) are at the buyers expense.
- The Buyer shall use prudent husbandry in dealing with the land.
- Buyer assumes all liability for themselves, any workers, contractors and for their animals.

Should the sale of the land not be completed due to any fault of the seller:

- The buyer will be allowed to continue to graze the land at no charge until Nov 1, 2022.
- The seller will pay all invoices for fencing costs.
- The buyer will receive his entire deposit back.
- Legal action may be taken.

Should the sale of the land not be completed due to any fault of the buyer:

- Buyer will immediately remove their animals from the land.
- All expenses for repairs and cleanup will be forfeited.
- Deposit will be forfeited.
- Legal action may be taken.

Signed by Seller on: _____

Seller _____

Seller _____

Signed by Buyer on: _____

Buyer _____

Buyer _____

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