

# Unreserved Public Real Estate Auction



Parcel 1

**Robert & Theresa Kirsch**  
2 Parcels of Real Estate  
288.99± Title Acres – 2032± Sq Ft Log Home

Will be sold to the highest bidder  
**March 28, 2018**  
Telkwa, BC

BC/RD of Bulkley-Nechako

**Parcel 1 – 19959 Farewell Creek Rd – 264.292± Title Acres – Home Parcel**

- ▶ 150± ac seeded timothy, brome & alfalfa mix, 20± ac native pasture, 5± ac yard site, balance timber & bush, 2032± sq ft log home, water well, sewer tank w/ septic field system, livestock corrals, taxes \$1446.48, PID 030-023-271.

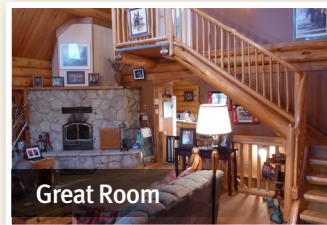
**Legal Description:** 9 Lot 1, Plan EPP58563, District Lot 178, Section 19, Township 9, Range 5, Coast Range 5 Land District, & OF DL 179A

**Home Details:**

- ▶ 2032± sq ft log home, built in 1991
- ▶ 435± sq ft loft
- ▶ 1040± sq ft developed walkout basement
- ▶ 4 bedrooms, 3 bathrooms
- ▶ Refrigerator, dishwasher, wall oven, countertop gas stove
- ▶ Wood burning fireplace
- ▶ Wood stove
- ▶ Propane forced air heat
- ▶ 992± sq ft double attached garage
- ▶ Metal roof



Great Room



Great Room



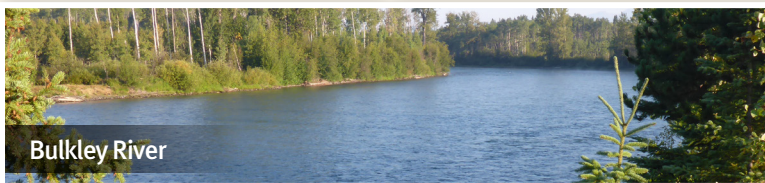
Bedroom



Kitchen



Dining Area



Bulkley River

**Open House: March 24, 2018 – 11 am to 5 pm**  
Property may be viewed by appointment

For more information:  
Robert Kirsch – Owner: 250.846.5849, 250.877.1626 (c)  
Steve Martin – Ritchie Bros. Territory Manager  
250.612.8522 | [smartin@ritchiebros.com](mailto:smartin@ritchiebros.com)  
Realtor®: Tom Moran PREC\*  
250.784.7090 | [tommoran@shaw.ca](mailto:tommoran@shaw.ca)  
Brokerage: Re/Max Dawson Creek Realty

*Bidder will have satisfied themselves as to the exact current acres, property lines and fence locations, assessments, taxes and surface lease revenue details. The information provided is a guide only.*

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Auctioneers®

**60**  
YEARS



Parcel 2

**Parcel 1 – 264.292± Title Acres – Home Parcel**

**Outbuildings:**

- ▶ 35 x 45 ft barn
  - Hay loft
  - Box stalls
  - Concrete floor
  - Self waterer
- ▶ 40 x 100 ft hay shed
- ▶ (2) three-sided machine sheds
- ▶ Barn/workshop combination
- ▶ 2 tool sheds
- ▶ Greenhouse

**Property Details:**

- ▶ Livestock corrals
- ▶ Water well
- ▶ Sewer tank w/ septic field system
- ▶ Borders Hwy 16 & Bulkley River

**Parcel 2 – PID 030-023-297 – 24.7± Title Acres – Farmland**

- ▶ 24.7± ac seeded alfalfa, brome & timothy, taxes \$26.06

**Legal Description:** Lot 3 District Lot 178 Range 5 Coast District  
Plan EPP58563



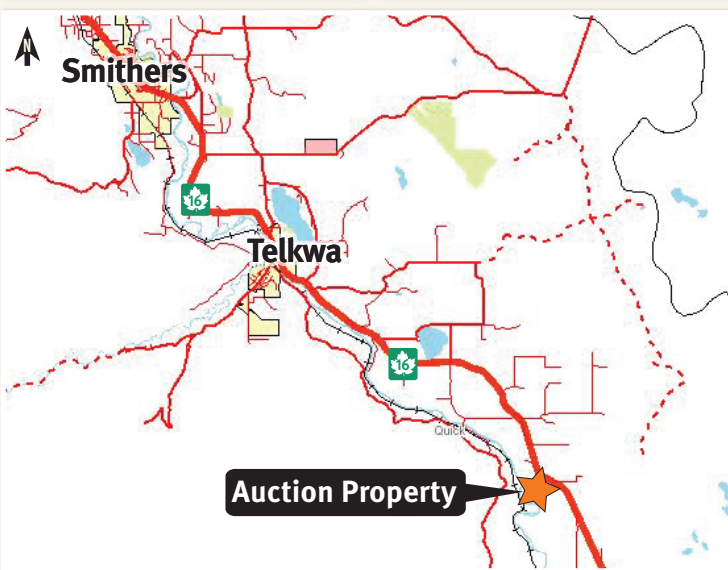
Parcel 1 – 35 x 45 ft Barn



Parcel 1 – 40 x 100 ft Hay Shed



Parcel 1 – Greenhouse

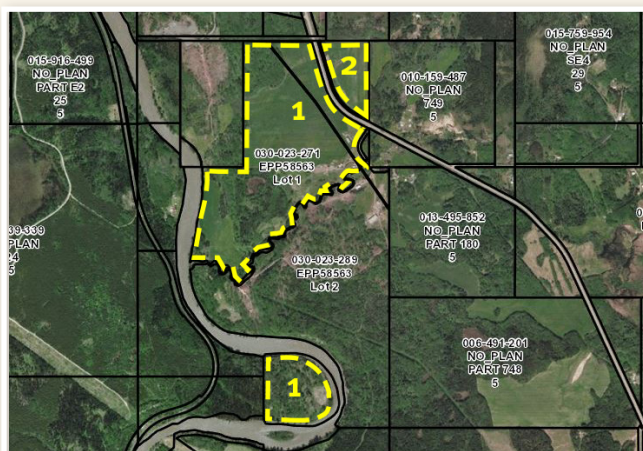


**Directions to Property**

From **Smithers, BC** go 34 km (21 miles) Southeast on Hwy 16 to Farewell Creek Rd, then 0.5 km (0.3 miles) South. Yard is on the West side of the road.

**Rural Address:** 19959 Farewell Creek Rd.

**GPS Coordinates:** 54.591269, -126.834221



## Unreserved Real Estate Auction – Terms and Conditions

The following terms and conditions (the “Real Estate Terms”) form an integral part of the terms of the Bidder’s Terms of Bidding and Sale. The Real Estate Terms apply to all sales of real property (the “Property”), and apply only to sales of real property. Where the Real Estate Terms are applicable, the Real Estate Terms shall prevail to the extent of any conflict with the Terms of Bidding and Sale.

- 1. DEFINITIONS.** In these Real Estate Terms, the “Seller” shall refer to the consignor of the Property and the “Buyer” shall refer to the bidder offering the highest bid accepted by the Auctioneer for the Property. Each capitalized term used herein but not otherwise defined shall have the meaning ascribed to such term in the Terms of Bidding and Sale.
- 2. UNRESERVED AUCTION.** The Property shall be sold to the highest bidder regardless of price at unreserved public auction. The sale shall not be subject to any minimum bid or reserve price.
- 3. CASH SALE.** This is a cash sale and is not contingent on the Buyer’s ability to obtain financing.
- 4. AGREEMENT OF PURCHASE AND SALE.** The Buyer shall execute an Agreement of Purchase and Sale, in the form provided by the Auctioneer, without modification, immediately after being declared the high bidder.
- 5. AGENT OF SELLER.** The Auctioneer (and any appointed real estate agent, where applicable) is acting as an agent of the Seller only, and not as an agent of the Buyer or as a dual agent. The Buyer may be required to sign an Agency Agreement acknowledging that they are aware they are not receiving any representation.
- 6. COMPLETION BY LEGAL REPRESENTATIVE.** Completion and closing of all real estate transactions will be handled by legal representatives appointed by the Seller and Buyer, acting on behalf of the Seller and Buyer, respectively. All deposit, earnest and purchase monies in respect of the Property shall be paid to and deposited in trust with the legal representative for the Seller.
- 7. DEPOSIT.** Immediately after being declared the high bidder, the Buyer shall submit a non-refundable deposit in trust to the legal representative for the Seller in the amount of 25% of the Purchase Price (the “Deposit”). The Auctioneer may, in its sole discretion, accept a Deposit of 10% of the Purchase Price if provided with an unconditional letter of financing from a lending institution acceptable to the Auctioneer. The balance of the Purchase Price shall be paid at or before closing.
- 8. ADMINISTRATIVE FEE.** Immediately after being declared the high bidder, the Buyer shall pay the applicable administrative fee, if any, to the Auctioneer.
- 9. TAXES.** Any and all applicable Federal, Provincial or State taxes (including property transfer tax, if applicable) must be paid by the Buyer in addition to the Purchase Price, at or before closing. Any and all applicable property taxes shall be paid at or before closing by the Seller and Buyer pro-rata based on the date of closing.
- 10. CLOSING.** Closing will take place on the date that is 30 days after the date of the auction, or such other date as may be mutually agreed by the parties. The Buyer and Seller shall each be responsible for their own legal fees. Land title registration fees and applicable transfer fees shall be paid by the Buyer at or before closing. All necessary adjustments will be based on the agreed upon closing date.
- 11. NON-PERFORMANCE.** Any failure by the Buyer to complete the purchase of the Property will result in the Deposit and any further interest in the Property being forfeited.
- 12. POSSESSION.** The Buyer will receive vacant possession on the date of closing.
- 13. AS-IS SALE.** The Buyer shall accept the Property “AS-IS”, “WHERE-IS”, and “WITH ALL FAULTS” as of the closing date and the Buyer specifically agrees that neither the Seller nor the Auctioneer make any representations or warranties of any kind whatsoever, expressed or implied, to the Buyer as to the value, condition or fitness of the Property, environmental or otherwise, or any part thereof or improvements thereon. All descriptions, measurements and acreage provided by the Seller and the Auctioneer are to be used as a guide only. The Buyer acknowledges and agrees that it is the Buyer’s sole responsibility to make such legal, factual and other inquiries, inspections and investigations as the Buyer considers necessary prior to bidding on the Property, and Buyer hereby warrants and represents that he shall have satisfied himself as to the location and condition of the Property, and all descriptions with respect thereto, prior to bidding, and that he has had the opportunity to do so. In certain circumstances the Seller will complete and provide a Property Condition Disclosure Statement. If a Property Condition Disclosure Statement is available, the Bidder may view such information.
- 14. PROPERTY BOUNDARIES.** The Buyer will satisfy itself as to all property boundaries. If a dispute arises, verification of said boundaries will be at the Buyer’s expense.
- 15. NO MINES OR MINERALS.** Mines and minerals are not included and shall not be conveyed with the Property unless otherwise expressly provided.
- 16. PERSONAL PROPERTY.** No personal property shall be conveyed with the Property unless specifically included in the purchase agreement.
- 17. NO ASSIGNMENT.** The Buyer shall not assign his bid or obligation to purchase the Property to a third party without the prior written approval of the Auctioneer.
- 18. FOREIGN OWNERSHIP RESTRICTIONS/TAXATION.** Certain Canadian provinces impose foreign ownership restrictions or additional taxation on the purchase of real property by non-Canadian citizens and non-qualified Canadian organizations. THE BUYER ACKNOWLEDGES THAT IT IS THE BUYER’S SOLE RESPONSIBILITY TO MAKE ANY NECESSARY ENQUIRIES, INCLUDING, WITHOUT LIMITATION, CONSULTING WITH LEGAL ADVISORS, PRIOR TO BIDDING TO ENSURE THE BUYER IS LEGALLY ELIGIBLE TO PURCHASE THE PROPERTY.
- 19. ADDITIONAL DOCUMENTS.** As a condition of closing, the Buyer may be required to sign certain disclosure documents as may be required by the applicable governing bodies.

February 10, 2018 12:20 PM