

# Unreserved Public Real Estate Auction



## William Phillips and Lisa Ball

1 Parcel of Real Estate – 66.83± Title Acres – 3732± Sq Ft Home  
2900± Sq Ft Office Building – 60 Ft x 80 Ft Shop – Boyle, AB

Will be sold to the highest bidder  
**October 29, 2020**  
Edmonton Auction Site

AB/Athabasca County

### Parcel 1 – WNW-31-64-19-W4 – 66.83± Title Acres – Home Parcel

- ▶ 3732± sq ft home, with 20 ft x 40 ft indoor swimming pool, sauna and steam room, (3) bedrooms, (3) bathrooms, 2900± sq ft office building, reception, boardroom, (8) private offices, 28 ft x 48 ft detached garage, 60 ft x 80 ft shop with (3) 16 ft W x 18 ft H overhead doors, 32 ft x 34 ft barn, (2) water wells, (3) septic systems, (3) power meters, natural gas, 9-hole personal golf course, (2) laydown yards, paved driveways and parking pads, security gates, taxes \$3870.76.

#### Home

- ▶ 3732± sq ft
- ▶ (3) bedrooms, (3) bathrooms, indoor swimming pool
- ▶ Original 1432± sq ft built 1992, upgraded 2006
- ▶ Pool room 2298± sq ft addition 2000
- ▶ Extensive back deck
- ▶ New shingles 2015
- ▶ Vinyl siding
- ▶ In-floor and forced air heating and air conditioning
- ▶ Hot water on demand
- ▶ Central vacuum
- ▶ Water treatment system
- ▶ Hardwood, tile, linoleum and carpet flooring



20 ft x 40 ft indoor swimming pool

#### Directions to Property

From **Boyle, AB** go 3.2 km (2 miles) West on on Hwy #63, property on the South side.



3732± sq ft home

#### Open House Dates:

September 27 & October 17 – 2 to 4 pm

For more information:

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Lisa Ball: 780.212.8424

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780.721.0378 | [reece@ritchiebros.com](mailto:reece@ritchiebros.com)

Brokerage: Ritchie Bros. Real Estate Services Ltd.

*Bidders must satisfy themselves as to the exact current acres, property lines and fence locations, building sizes, taxes and assessments, zoning and permitted uses & surface lease revenue details. Property titles are available upon request. The information provided is a guide only.*

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**Parcel 1 – WNW-31-64-19-W4 – 66.83± Title Acres – Home Parcel**  
**Kitchen**

- ▶ Oak cabinets
- ▶ Stainless steel fridge, natural gas range, dishwasher

**Back Entry**

- ▶ Laundry room
  - Samsung front load washer and dryer

**Living Room**

- ▶ Pine finished feature wall and ceiling
- ▶ Natural gas fireplace

**Master Bedroom**

- ▶ Ensuite

**Main Bathroom**

- ▶ Tub and shower, vanity sink, toilet

**Pool Room**

- ▶ 20 ft x 40 ft swimming pool
  - 8 ft deep end
  - Slide
  - Electric safety cover
    - Keylock activation
- ▶ Stamped concrete floor
- ▶ Pine vaulted ceiling
- ▶ Steam room
- ▶ Bathroom
  - shower, vanity sink, toilet
- ▶ Portable infrared sauna
- ▶ Mechanical room
  - Two boilers
  - Double water filtration system
  - Two Lifebreath heat recovery systems
- ▶ Pool and mechanical systems professionally serviced twice annually

**Office**

- ▶ Built original 1998
  - Additions 2002, 2006, 2010
- ▶ 2900± sq ft
- ▶ Metal roof, vinyl siding
- ▶ Reception, boardroom, (8) private offices, lunchroom, kitchenette, file room, utility and storage room, (2) washrooms
- ▶ Laminate hardwood flooring
- ▶ Pine finishings
- ▶ (2) Forced air furnaces, air conditioning, in-floor heat
- ▶ Separate power meter
- ▶ 750 gallon water cistern, 750 gallon septic holding tank

**Garage**

- ▶ Built 2008
- ▶ 28 ft x 48 ft
- ▶ Metal roof, vinyl siding
- ▶ (3) overhead doors auto, 20 ft W x 8 ft H, 7 ft w x 8 ft H, 10 ft W x 8 ft H
- ▶ Power, concrete floor, insulated, radiant heat



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Shop exterior

**Shop**

- ▶ Built 2006
- ▶ 60 ft x 80 ft
- ▶ 20 ft ceiling height
- ▶ (3) 16 ft W x 18 ft H overhead doors auto
- ▶ Concrete floor and apron
- ▶ Metal roof, metal clad, metal lined
- ▶ Insulated, radiant heat
- ▶ Washroom, parts room, mezzanine meeting room
- ▶ Air compressor
- ▶ Bend Pak 12,000 lb vehicle hoist (to sell separate)
- ▶ 2 Ton Gantry Chain Hoist (to sell separate)
- ▶ Separate power meter
- ▶ Water well and water cistern
- ▶ Above ground discharge septic
- ▶ RV services
- ▶ Attached barn
  - 32 ft x 34 ft
  - Concrete floor
  - 3-season water, power
  - (4) box stalls
  - Tack room, hay loft



Shop interior



Shop interior



Shop mezzanine meeting room



Shop & attached barn



Barn interior

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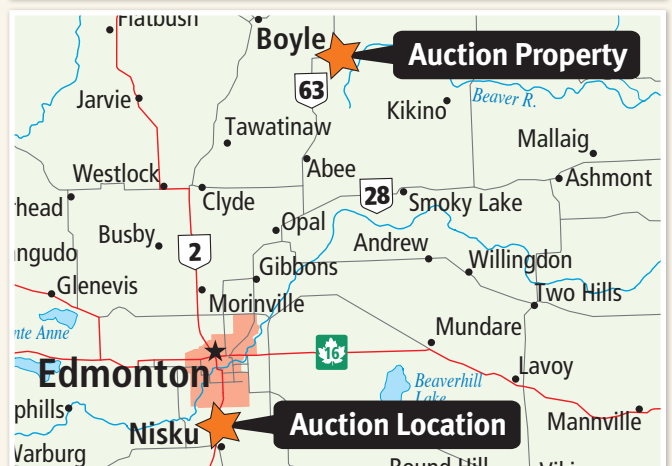
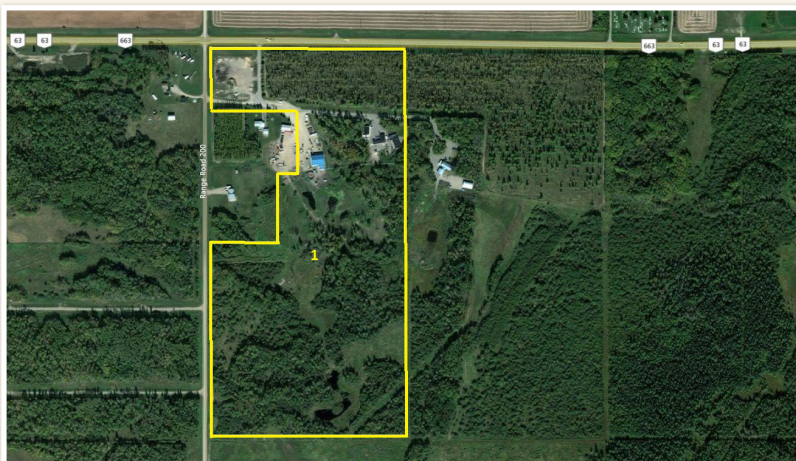
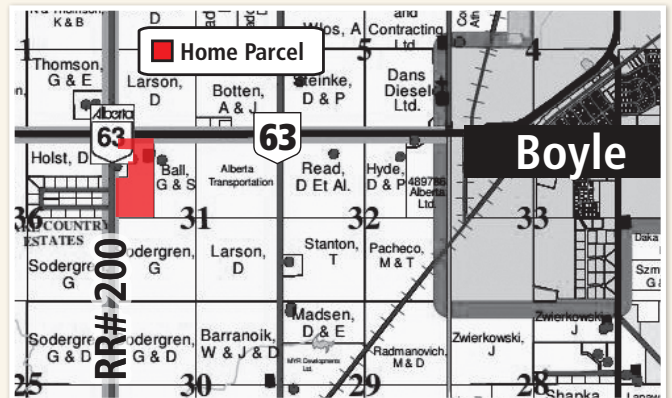
Laydown yard

### Property Details

- ▶ (2) Water Wells
  - (1) new 2018
- ▶ (3) Septic Systems
  - (2) above ground discharge
  - (1) 750 gallon holding tank
- ▶ (3) Power meters
- ▶ Natural gas
- ▶ Paved driveways and parking areas
- ▶ (2) Security gates with auto remote
- ▶ Security system
  - Third party monitored (month to month contract)
- ▶ Hwy #63 frontage
- ▶ (2) 1± ac compacted clay and gravelled laydown yard
- ▶ 9-hole golf course
- ▶ Fenced pasture
- ▶ Dugout



Front security gate



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## 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. TRANSACTION FEE.** Immediately after being declared the high bidder, the Buyer shall pay the applicable transaction 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.

September 11, 2020 4:21 PM