

# Unreserved Public Real Estate Auction



**Terrace Sand & Gravel**  
**Aggregate and Clay Resource Property – 135± Title Acres**  
**In Excess of 800,000± Tonnes Proven Aggregate Reserves**  
**1,000,000± Tonnes of Proven Clay Reserves – Ft. Saskatchewan, AB**

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

AB/Strathcona County

**Parcel 1 – SE 28-56-21-W4 & Pt SW 28-56-21-W4 – 135± Title Acres**  
**Aggregate & Clay Resource Property**

- ▶ Permitted and registered aggregate and clay resource property, 135± ac on two titles SE 28-56-21-W4 (118± ac) and SW 28-56-21-W4 (17± ac), North Saskatchewan River frontage, in excess of 800,000± tonnes of proven aggregate reserves, 1,000,000± tonnes of proven clay reserves, 250,000± tonnes of processed aggregate stockpiles (to sell separate), 2018 75 ft x 150 ft Diamond Shelters portable shelter & 2010 Countryside 40 ft x 100 ft portable shelter (both to sell separate), 2014 80 ft Accurate scale & 30 ft Western scale (both to sell separate), security system (to sell separate), power, zoned AG Agricultural General, IHH Heavy Industrial & AR Agricultural River Valley, taxes \$10,561.65.
- ▶ **Power line revenue is being reserved by the seller and does not transfer with the sale of the property**
- ▶ This is part of a complete dispersal, additional equipment will be selling in our Iron Planet weekly feature closing October 29, 2020.



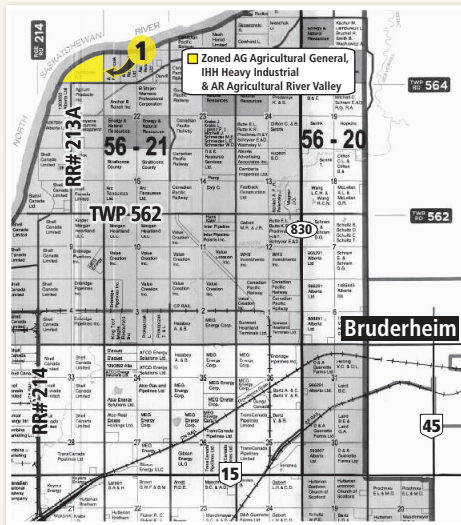
3/4 in crushed gravel stockpile (sells separate)



2010 Countryside 40 ft x 100 ft portable shelter (sells separate)



2018 75 ft x 150 ft Diamond Shelters portable shelter (sells separate)



### Directions to Property

From **Ft. Saskatchewan, AB** go East on Hwy 15 to the lights at the intersection of Hwy 15 & Rge Rd 214, then North 7.2 km (4.5 miles) to Twp Rd 562, then East 0.8 km (0.5 miles) to Rge Rd 213A, then North 3.2 km (2 miles). Property on North side.

**Property may be viewed by appointment**

For more information:

Terry Symborski – Contact  
 780.719.8383

Jerry Hodge – Ritchie Bros. Real Estate  
 780.706.6652 | [jhodge@ritchiebros.com](mailto:jhodge@ritchiebros.com)

Bryan Watson – Ritchie Bros. Territory Manager  
 780.719.3232 | [bwatson@ritchiebros.com](mailto:bwatson@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.*

Visit our website for auction and property details:

[rbauction.com/realstate](http://rbauction.com/realstate)





1/4 in minus sand stockpile (sells separate)

### Items Selling Separate

Lot Number	Description	Quantity As Per Owner	Removal Date
22701	2018 Diamond Shelters 150 Ft 75 Ft Moveable Fabric Shelter		11/30/2020
22702	2010 Countryside 100 Ft x 40 Ft Moveable Fabric Shelter		11/30/2020
22703	Qty of 20 mm Crush	3,000± tonne	11/30/2020
22704	Qty of 20 mm Crush	9,000± tonne	11/30/2020
22705	Qty of 6-80 mm Crush	6,000± tonne	11/30/2020
22706	Qty of Fill Sand	3,500± tonne	11/30/2020
22707	Qty of 1/4 Inch Minus Sand	6,000± tonne	11/30/2020
22708	Qty of 20 mm Road Crush	1,200± tonne	11/30/2020
22709	Qty of 6-80 mm Crush	300± tonne	11/30/2020
22710	Qty of 1-10 Inch Rip Rap	200± tonne	11/30/2020
22711	Qty of Demolition Concrete (contains no rebar)	2700± tonne	11/30/2020
22712	Qty of Buckshot	250± tonne	11/30/2020
22713	Qty of Washed Sand	200± tonne	11/30/2020
22714	Qty of Pea Gravel	10± tonne	11/30/2020
22715	Qty of 25 mm Washed Crush	25± tonne	11/30/2020
22716	Qty of 20 mm Road Crush	80,000± tonne	9/30/2021
22717	Qty of 1/4 Minus Sand	150,000± tonne	9/30/2021
22718	Qty of 6-80 mm Crush (3 inch minus)	800± tonne	9/30/2021
22719	Qty of Class 1 Rip Rap	1,000± tonne	9/30/2021
22720	Qty of Common Fill	15,000± tonne	9/30/2021
22721	Qty of 1/2 Inch Screened Sand	16,000± tonne	9/30/2021
22722	Qty of Sand & Gravel Mixed Fill	4,500± tonne	9/30/2021

Stockpile volume has been provided by the seller, it is an estimate only, the auctioneer has not verified it's accuracy.

It is the buyer's responsibility to have satisfied himself prior to bidding. The buyer is responsible for load and all costs associated.

Lots 22701-22715 Located at SE 28-56-21-W4 & SW 28-6-21-W4. Lots 22716-22722 Located at NW 21-56-21-W4

## 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.

October 21, 2020 11:04 AM