

# Unreserved Public Real Estate Auction



Parcel 16

## Mark & Jill Warner

24 Parcels of Farmland and 3 Grazing Leases – 398 AUMs

3801.84± Title Acres – 2058.91± Acres Grazing Leases – \$2000± SLR\*

## Jack Trudgeon

4 Parcels of Farmland – 636± Title Acres

Will be sold to the highest bidder  
**October 30, 2018**  
High Prairie, AB

AB/Big Lakes County

### Parcel 1 – NW 29-72-18-W5 – 158± Title Acres – Farmland

- ▶ 40± ac cult, hay in 2018, 118± ac logged winter 2016/2017, some fencing, bush fenced with grazing lease, taxes \$37.37

*Parcels 1 & 2 will be sold together. The winning bidder on this group must pay the selling price multiplied by 2 and shall receive both parcels.*

### Parcel 2 – NE 29-72-18-W5 – 160± Title Acres – Farmland

- ▶ 30± ac cult, hay in 2018, 130± ac logged in winter 2016/2017, some fencing, bush fenced with grazing lease, taxes \$30.75

*Parcels 1 & 2 will be sold together. The winning bidder on this group must pay the selling price multiplied by 2 and shall receive both parcels.*

### Parcel 3 – NW 27-72-18-W5 – 158.97± Title Acres – Farmland

- ▶ Logged in winter 2016/2017, some bush, perimeter fenced, taxes \$21.65

*Parcels 3 & 4 will be sold together. The winning bidder on this group must pay the selling price multiplied by 2 and shall receive both parcels.*

### Parcel 4 – NE 27-72-18-W5 – 160± Title Acres – Farmland

- ▶ Logged in winter 2016/2017, some bush, perimeter fenced, taxes \$17.17

*Parcels 3 & 4 will be sold together. The winning bidder on this group must pay the selling price multiplied by 2 and shall receive both parcels.*

### Parcel 5 – SW 29-72-18-W5 – 156± Title Acres – Farmland

- ▶ 156± ac cult, hay in 2018, taxes \$79.92

*Parcels 5 & 6 will be sold together. The winning bidder on this group must pay the selling price multiplied by 2 and shall receive both parcels.*

### Parcel 6 – SE 29-72-18-W5 – 158± Title Acres – Farmland

- ▶ 158± ac cult, hay in 2018, taxes \$108.26

*Parcels 5 & 6 will be sold together. The winning bidder on this group must pay the selling price multiplied by 2 and shall receive both parcels.*



Parcel 21



Parcel 29

Property may be viewed without appointment  
or  
Call owner for a private tour

#### For more information on parcels 1-27:

Mark Warner – Owner: 780.536.7026

#### For more information on parcels 28-31:

Jack Trudgeon – Owner: 780.523.1488

Doug Sinclair – Ritchie Bros. Territory Manager  
780.933.9156 | dsinclair@ritchiebros.com

Realtor®: Rick Wallan: 780.518.3313 (c), apr3313@telus.net  
Brokerage: All Peace Realty

*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. The information provided is a guide only.*

*\*Surface Lease Revenue*

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**Parcel 7 – SW 28-72-18-W5 – 156± Title Acres Farmland**

- ▶ 156± ac cult, hay in 2018, taxes \$80.89

*Parcels 7 & 8 will be sold together. The winning bidder on this group must pay the selling price multiplied by 2 and shall receive both parcels.*

**Parcel 8 – SE 28-72-18-W5 – 156.98± Title Acres Farmland**

- ▶ 145± ac cult, hay in 2018, balance in low land, old building site, power, taxes \$104.19

*Parcels 7 & 8 will be sold together. The winning bidder on this group must pay the selling price multiplied by 2 and shall receive both parcels.*

**Parcel 9 – SW 27-72-18-W5 – 156.98± Title Acres Farmland**

- ▶ Logged in winter 2016/2017, some bush, perimeter fenced, water well, taxes \$17.80

*Parcels 9, 10, 15 & 19 will be sold together. The winning bidder on this group must pay the selling price multiplied by 4 and shall receive all four parcels.*

**Parcel 10 – SE 27-72-18-W5 - 158± Title Acres Farmland**

- ▶ Logged in winter 2016/2017, some bush, perimeter fenced, creek on SE corner, **SLR± \$2000**, taxes \$16.97

*Parcels 9, 10, 15 & 19 will be sold together. The winning bidder on this group must pay the selling price multiplied by 4 and shall receive all four parcels.*

**Parcel 11 – NW 20-72-18-W5 – 158± Title Acres Farmland**

- ▶ 100± ac cult, hay, 57± ac bush (20± ac logged), balance low land, taxes \$55.86

*Parcels 11, 12, 16, 17 and 20 will be sold together. The winning bidder on this group must pay the selling price multiplied by 5 and shall receive all five parcels as well as Parcel 26. 1/4 mile of fence on the West side of parcel 26 is on the neighbours property. It will be the new owners responsibility to move/straighten fence line.*

**Parcel 12 – NE 20-72-18-W5 – 160± Title Acres Farmland**

- ▶ 100± ac cult, hay in 2018, balance bush, no fence, taxes \$25.51

*Parcels 11, 12, 16, 17 and 20 will be sold together. The winning bidder on this group must pay the selling price multiplied by 5 and shall receive all five parcels as well as Parcel 26. 1/4 mile of fence on the West side of parcel 26 is on the neighbours property. It will be the new owners responsibility to move/straighten fence line.*

**Parcel 13 – NW 21-72-18-W5 – 158± Title Acres Farmland**

- ▶ 155± ac cult, hay in 2018, creek, taxes \$90.89

*Parcels 13, 14 & 18 will be sold together. The winning bidder on this group must pay the selling price multiplied by 3 and shall receive all three parcels.*

**Parcel 14 – NE 21-72-18-W5 – 158.97± Title Acres Farmland**

- ▶ 140± ac cult, hay in 2018, balance bush and creek, taxes \$81.12

*Parcels 13, 14 & 18 will be sold together. The winning bidder on this group must pay the selling price multiplied by 3 and shall receive all three parcels.*

**Parcel 15 – NW 23-72-18-W5 – 158± Title Acres Farmland**

- ▶ Bush, fenced on North and East side, taxes \$21.51

*Parcels 9, 10, 15 & 19 will be sold together. The winning bidder on this group must pay the selling price multiplied by 4 and shall receive all four parcels.*

**Parcel 16 – SW 20-72-18-W5 – 158± Title Acres Farmland**

- ▶ 100± ac cult, hay in 2018, balance bush, fenced on South side, taxes \$63.16

*Parcels 11, 12, 16, 17 and 20 will be sold together. The winning bidder on this group must pay the selling price multiplied by 5 and shall receive all five parcels as well as Parcel 26. 1/4 mile of fence on the West side of parcel 26 is on the neighbours property. It will be the new owners responsibility to move/straighten fence line.*

**Parcel 17 – SE 20-72-18-W5 – 160± Title Acres Farmland**

- ▶ 100± ac cult, hay in 2017, balance bush, taxes \$62.07

*Parcels 11, 12, 16, 17 and 20 will be sold together. The winning bidder on this group must pay the selling price multiplied by 5 and shall receive all five parcels as well as Parcel 26. 1/4 mile of fence on the West side of parcel 26 is on the neighbours property. It will be the new owners responsibility to move/straighten fence line.*

**Parcel 18 – SW 21-72-18-W5 – 158± Title Acres Farmland**

- ▶ 155± ac cult, hay in 2018, creek, taxes \$91.57

*Parcels 13, 14 & 18 will be sold together. The winning bidder on this group must pay the selling price multiplied by 3 and shall receive all three parcels.*

**Parcel 19 – SW 23-72-18-W5 – 158± Title Acres Farmland**

- ▶ Bush, taxes \$23.87.

*Parcels 9, 10, 15 & 19 will be sold together. The winning bidder on this group must pay the selling price multiplied by 4 and shall receive all four parcels.*

*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. The information provided is a guide only.*



**Parcel 20 – NW 17-72-18-W5 - 158± Title Acres – Farmland**

- ▶ Logged off winter of 2016/2017, fenced on North and East side, taxes \$17.38

*Parcels 11, 12, 16, 17 and 20 will be sold together. The winning bidder on this group must pay the selling price multiplied by 5 and shall receive all five parcels as well as Parcel 26. 1/4 mile of fence on the West side of parcel 26 is on the neighbours property. It will be the new owners responsibility to move/straighten fence line.*

**Parcel 21 – NW 34-71-48-W5 – 158.97± Title Acres – Farmland**

- ▶ 158± ac cult, hay in 2018, taxes \$102.40

**Parcel 22 – NE 34-71-18-W5 – 160± Title Acres – Farmland**

- ▶ 130± ac cult, hay in 2018, balance bush and creek, dugout, taxes \$83.92

**Parcel 23 – SW 34-71-18-W5 – 158.97± Title Acres – Farmland**

- ▶ 158± ac cult, hay in 2018, fenced on South side, taxes \$92.47

*Parcels 23 & 24 will be sold together. The winning bidder on this group must pay the selling price multiplied by 2 and shall receive both parcels.*

**Parcel 24 – SE 34-71-18-W5 – 160± Titles Acres – Farmland**

- ▶ 120± ac cult, hay, 40± bush, fenced on South side, taxes \$74.88

*Parcels 23 & 24 will be sold together. The winning bidder on this group must pay the selling price multiplied by 2 and shall receive both parcels.*

**Parcel 25 – Grazing Lease 030017 & Grazing Lease 940137, NW 33-72-18-W5, NE 33-72-18-W5, SE 32-72-18-W5, SW 33-72-18-W5, SE 33-72-18 W5, NW 28-72-18-W5 – 951.94± Title Acres**

- ▶ Dugout, perimeter fenced, creek, 183 AUMs, taxes \$125.96. *Grazing lease transfer fees are the responsibility of the purchaser.*

**Parcel 26 – Grazing Lease 960033, NW 18-72-18-W5, NE 18-72-18-W5, SW 18-72-18-W5, SE18-72-18-W5, SW 17-72-18-W5 – 788± Title Acres**

- ▶ Creek, fenced, 146 AUMs, taxes \$58.96. *Grazing lease transfer fees are the responsibility of the purchaser.*

*Parcels 11, 12, 16, 17 and 20 will be sold together. The winning bidder on this group must pay the selling price multiplied by 5 and shall receive all five parcels as well as Parcel 26. 1/4 mile of fence on the West side of parcel 26 is on the neighbours property. It will be the new owners responsibility to move/straighten fence line.*

**Parcel 27 – Grazing Lease 990034, NW 27-71-18-W5, NE 27-71-18-W5 318.97± Title Acres**

- ▶ Perimeter fenced, creek, 69 AUMs, taxes \$32.42 *Grazing lease transfer fees are the responsibility of the purchaser.*

**Additional Consignor – Jack Trugeon**

**Parcel 28 – NW 19-72-18-W5 - 158± Title Acres – Farmland**

- ▶ Logged 3-4 years ago, log roads, birch, poplar and willow trees, taxes \$17.38

*Parcels 28, 29, 30 and 31 will be sold together. The winning bidder on this group must pay the selling price multiplied by 4 and shall receive all four parcels.*

**Parcel 29 – NE 19-72-18-W5 – 160± Title Acres – Farmland**

- ▶ Logged 3-4 years ago, log roads, birch, poplar and willow trees, taxes \$17.80

*Parcels 28, 29, 30 and 31 will be sold together. The winning bidder on this group must pay the selling price multiplied by 4 and shall receive all four parcels.*

**Parcel 30 – SW 19-72-18-W5 – 158± Title Acres – Farmland**

- ▶ Logged 3-4 years ago, log roads, birch, poplar and willow trees, taxes \$17.38

*Parcels 28, 29, 30 and 31 will be sold together. The winning bidder on this group must pay the selling price multiplied by 4 and shall receive all four parcels.*

**Parcel 31 – SE 19-72-18-W5 – 160± Title Acres – Farmland**

- ▶ Logged 3-4 years ago, log roads, birch, poplar and willow trees, taxes \$17.58

*Parcels 28, 29, 30 and 31 will be sold together. The winning bidder on this group must pay the selling price multiplied by 4 and shall receive all four parcels.*



Parcel 18



Parcel 23



Parcel 27

**Directions to Auction Site**

From **High Prairie, AB** go South 6.4 km (4 miles) on Sec Hwy 749, then West 13 km (8 miles) on Twp Rd 740 (Gilwood Rd), then South 13 km (8 miles) on Rge Rd 183 Snipe Lake Rd to farm site.

From **Valleyview, AB** go North 2 km (1.25 miles) on Hwy 49, then East 23 km (14 miles) on Sec Hwy 669, then North 33 km (21 miles) on Sec Hwy 747, then East 11 km (7 miles) on Twp Rd 740 (Gilwood Rd), then South 13 km (8 miles) on Rge Rd 183 (Snipe Lake Rd) to farm site.



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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.

October 17, 2018 9:11 AM