

Unreserved Public Real Estate Auction



Drayton Valley, AB – April 23, 2021

Francine Fairfield

Home Parcel & 2 Parcels of Farmland

430.09± Title Acres – 2400± Sq Ft Home

\$31,950 Surface Lease Revenue – Drayton Valley, AB

AB/Brazeau County

Parcel 1 – NE 30-49-5-W5 – 124.79± Title Acres – Home Parcel

Municipal address: 49420 Rge Rd 55

- ▶ 1994 built, 2400± sq ft home with attached double garage, (4) bedrooms, (3) bathrooms, 30 ft x 42 ft shop, 42 ft x 84 ft machine shed, 36 ft x 102 ft calving barn, pump house, garden shed, (6) livestock waterers, livestock corrals (free standing corral panels and handling system to sell separate), natural gas, power, above ground discharge septic system, water well, 80± ac cult, 50± ac hay, 30± ac seeded pasture, balance yard site and bush, fenced and cross fenced, surface lease revenue \$3900, taxes \$1362.86.

Home

- ▶ Built 1994
- ▶ 2400± sq ft
- ▶ Slab on grade bungalow
- ▶ (4) bedrooms, (3) bathrooms
- ▶ Attached double garage
- ▶ Front veranda, partially covered
- ▶ Vinyl siding, asphalt shingles (shingles new in 2020)
- ▶ In floor heat
- ▶ Radiant heat in garage
- ▶ Laminate hardwood, tile and carpet flooring
- ▶ Pine and cedar finishings
- ▶ Wood framed windows



Kitchen

Directions to Property

From **Drayton Valley, AB**, go East on Hwy 22 & Hwy 39 14 km (8.7 miles) to Hwy 759.

To Parcel 1 on Hwy 759 go North 6.87 km (4.3 miles) to Twp Rd 494A, then East 3.5 km (2.2 miles) to Rge Rd 55, then North 1 km (0.6 miles). Property on West side.

To Parcel 2 from Hwy 759 and Twp Rd 494 go West 1.6 km (1 mile). Property on South side.

To Parcel 3 from Hwy 759 and Twp Rd 493 go West 0.8 km (0.5 miles). Property on North side

Open House Dates:
March 27 & April 10 – 2 to 4 pm

For more information:

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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 – NE 30-49-5-W5 – 124.79± Title Acres – Home Parcel

Kitchen

- ▶ Tamarack cabinets
- ▶ Double door fridge with water and ice dispenser
- ▶ Countertop stove
- ▶ Built in double oven
- ▶ Built in dishwasher (new 2019)
- ▶ Sunshine ceiling
- ▶ Breakfast nook dining area

Living Room

- ▶ Vaulted ceiling
- ▶ Natural gas fireplace

(2) wall units (not staying with the home)

Sunken Sitting Room

Hot Tub Room

- ▶ Floor drain
- ▶ 220-volt power
- ▶ Baseboard radiant heat

Master Bedroom

- ▶ Ensuite – sink, vanity, shower, toilet
- ▶ Walk in closet

Main Bathroom

- ▶ Vanity sink, tub and shower combo, toilet

Entry Bathroom, Laundry, Utility, and Storage Room

- ▶ 2 pc bathroom
- ▶ Washer and dryer
- ▶ Utility – hot water tank and boiler
 - Water pressure system
- ▶ Storage area with shelving

Shop

- ▶ 30 ft x 42 ft
- ▶ Metal clad, metal roof
- ▶ Power
- ▶ 14 ft wide x 12 ft high sliding doors

Machine Shed

- ▶ 42 ft x 84 ft
- ▶ Metal clad, metal roof
- ▶ Power
- ▶ 20 ft wide x 14 ft high sliding doors

Calving Barn

- ▶ 36 ft x 102 ft
- ▶ Metal clad, metal roof
- ▶ Power
- ▶ (2) box stalls, (2) storage rooms
- ▶ Maternity pen (sells separate)
- ▶ (2) 12 ft x 12 ft sliding doors

Pump House

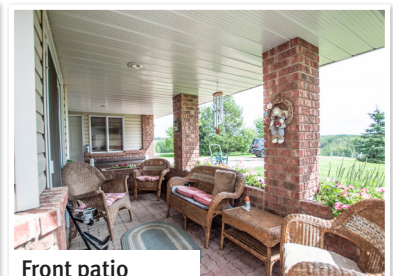
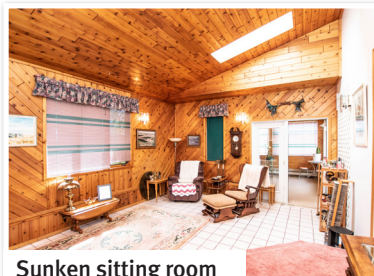
- ▶ Insulated and heated

Hip Roof Storage Shed

- ▶ 8 ft x 12 ft
- ▶ Metal clad, metal roof

Livestock Facilities

- ▶ (6) livestock waterers
- ▶ Free standing corral panels (to sell separate)
- ▶ Livestock handling system (to sell separate)
- ▶ (2) 16 ft x 30 ft calf shelters



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Other Property Features

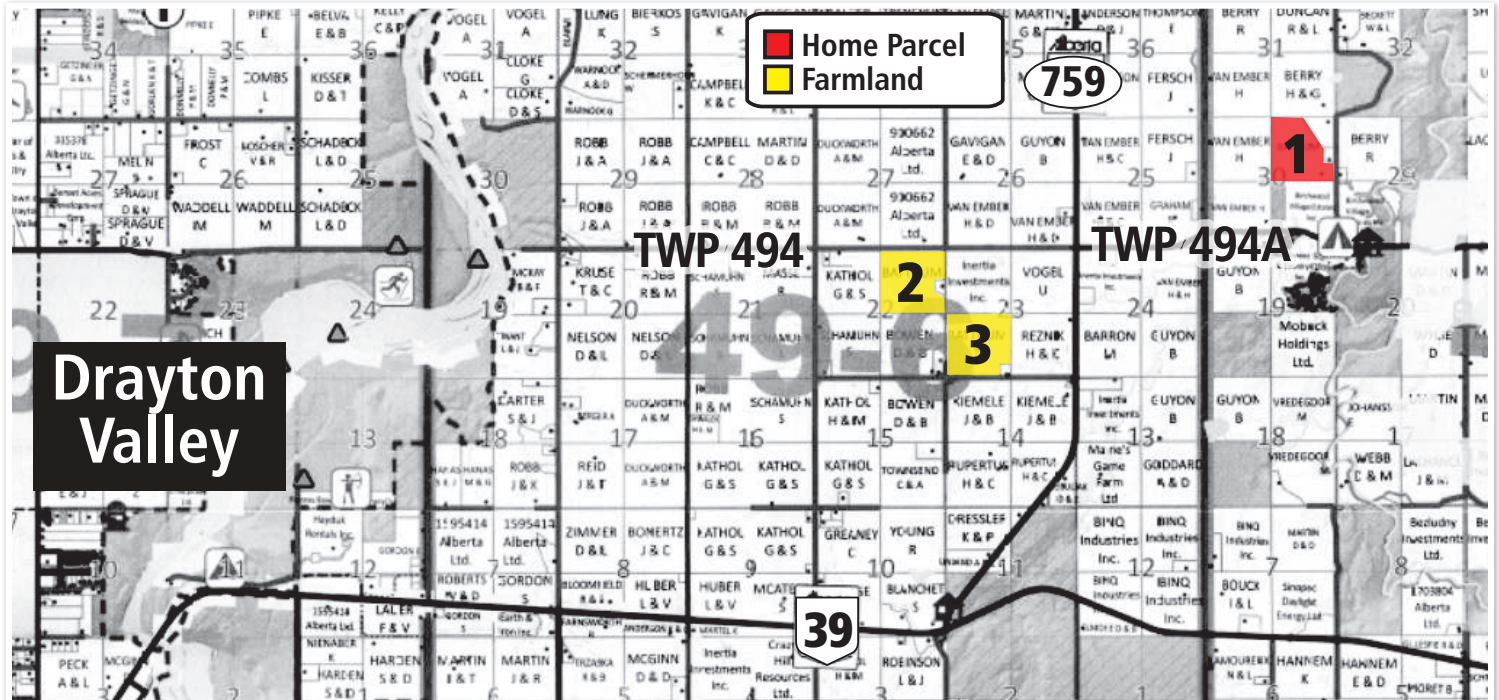
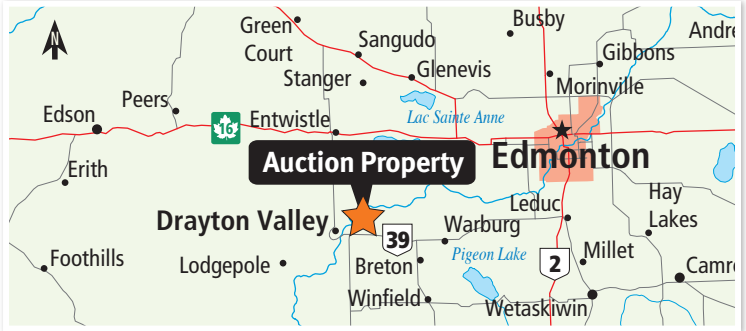
- ▶ Private location
- ▶ 1 km to pavement
- ▶ Mature landscaping
- ▶ Natural gas, power, bell and siphon above ground discharge septic system, water well
- ▶ Post and rail fencing
- ▶ 80± ac cult, 50± ac hay, 30± ac seeded pasture, balance yard site and bush, fenced and cross fenced
- ▶ Surface lease revenue \$3900.00 annually

Parcel 2 – NE 22-49-6-W5 – 153.55± Title Acres - Farmland

- ▶ 110± ac cult, 30± ac oats 2020, 80± ac hay, balance bush, seasonal water runs, oil & gas lease sites, surface lease revenue \$17,600, taxes \$85.62.

Parcel 3 – SW 23-49-6-W5 – 152.56± Title Acres – Farmland

- ▶ 115± ac cult, seeded pasture, balance bush, oil & gas lease sites, fenced, water ponds, surface lease revenue \$10,450, taxes \$77.31.



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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.

December 23, 2020 4:35 PM