

BIDDING OPENS: Sat, Dec 11, 2021

BIDDING CLOSES: Tues, Dec 14, 2021



UPDATES:

There is a registered trap line on this grazing lease.
I3 energy Canada Ltd (formerly Cenovus) surface lease revenue is \$1600 - lease date Jan 21

Grazing Lease - GRL 810054

877.31 acres - 14 AUMS

New leaseholders must be Canadian citizens over 18 years
New Leaseholders must use the land to graze their own cattle or horses.
Leaseholders cannot re-assign the lease to another party for at least 3 years.

Sale Managed by:

TEAM
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780-542-4337
780-834-6888 - Fairview Office

Real Estate Services by:

Moore -Trade Ltd
Breton, AB
780-696-2249



Highlights of Real Estate Auction Terms

- 1. UNRESERVED:** The seller has agreed to accept the highest bid regardless of price. Property will sell to the highest bidder without minimum or reserve.
- 2. AGENT OF THE SELLER:** Real Estate Brokerage (Moore's Agri-Trade Ltd) acts only as agent of the seller and not as agent of the Buyer. They will provide prospective buyers with all facts known to the agent that will or may affect the marketability or value of the property.
- 3. NO WARRANTY:** The Buyer shall accept the Property as-is where-is and specifically agrees that neither the Seller, Auctioneer or Realtor makes any representations or warranties of any kind as to the condition or fitness of the Property, environmental or otherwise, or any improvements thereon.
- 4.** It is the **RESPONSIBILITY OF ALL BIDDERS** to review all information provided, including "Property Information Package" from the Real Estate Brokerage and the terms of this auction. All information provided is meant as a guide only. Bidders shall have satisfied themselves as to the descriptions, location and condition of the property prior to bidding. If clarification is required, it is the bidder's responsibility to obtain clarification from Real Estate Brokerage **prior to bidding**.
- 5. GST:** Bid price does not include any applicable GST unless announced otherwise by auctioneer.
- 6. DEPOSIT:** Immediately at the close of bidding the successful bidder will make a **NON REFUNDABLE** deposit payable to the real estate brokerage (as listed in the Property Information Package) in the form of a bank draft or other approved payment. Amount is listed in Property Info Package/or as announced by auctioneer.
- 7. PURCHASE CONTRACT:** The Real Estate Purchase Contract that applies to each property will be available for inspection prior to the auction. Title(s) will be clear of encumbrances except those which are to remain on the title. All bidders agree that, should their bid be accepted, they will complete and be bound by the terms of the purchase contract. Buyer will pay the balance of the purchase price to their lawyer on or before Completion Day. Possession will be in accordance with the terms of the Purchase Contracts. **Note: These contracts will not be subject to any buyer's conditions.**

****TEAM SEKURA AUCTION MAIN SALE TERMS ALSO APPLY.**

NOTE TO BIDDERS



- When registering to bid you will be required to have a Letter of Confirmation of Funds from your bank. Letter of Confirmation must be on Bank Letterhead with your name & or company name & amount of funds you have access to that you wish to spend up to. This letter of confirmation will have to be emailed to TEAM Auctions.
- Internet Bidding Fees: 10% up to a max of \$1,500 per item
- If you are the successful bidder, to meet the obligations set by the federal government, you will be asked to verify your identification. You will also need to provide us with your lawyer info to complete the real estate transaction.

HIGHLIGHTS OF PURCHASE CONTRACT

Completion	Transfer of Assignment of lease may be one year ±
Deposit	\$ 10,000 (non-refundable) bank draft or approved payment payable to Moore's Agri-Trade Ltd due from successful bidder upon close of bidding / signing of purchase contract. Cash and virtual currency will not be accepted.
Conditions	There are no Buyer Conditions.
Additional Terms	<ul style="list-style-type: none">• The property sells as is with no warranties of any kind whatsoever as to the conditions or fitness of the Property, environmental or otherwise.• Assignment of Grazing Lease to Buyer may take one year +/- to complete. Buyer cannot put livestock onto lease until assignment is complete but if all assignment paperwork and fees are submitted and lease is in good standing the Assignor may request approval from the department to allow the assignee to graze the lease with assignee's livestock.• New leaseholders must be Canadian citizens over 18 years and must use the land to graze their own cattle or horses. They cannot re-assign the lease to another party for at least 3 years.

Copy of Purchase Contract is available - call 780-898-0729

Contract must be signed by successful bidder upon bidding closing

Highlights of Long Term Grazing Leases

- Grazing leases are **assigned to individuals for the purpose of grazing their own livestock**. You cannot build a home, or cultivate the land or log off the timber. Leases are generally renewed for 10 year terms provided the leaseholder is in compliance with regulations. Many have been in the same family for generations.
- All improvements done by the leaseholder are the property of the leaseholder.
- When lands within the lease are used by registered trap line license holder, the leaseholder must cooperate with that trapper.
- Leaseholders may sell (assign) their rights to another person or company provided they comply with assignment regulations. **New leaseholders must be Canadian citizens over 18 years and must use the land to graze their own cattle or horses. They cannot re-assign the lease to another party for at least 3 years.**
- When a lease is transferred an “assignment fee” is payable to the government. (Standard fee across Alberta: \$3150)
- Grazing Leases are governed by the Public Lands Act and administered by Alberta Environment & Parks.
 - <https://www.alberta.ca/assets/documents/ep-grazing-disposition-standards-fact-sheet-2019.pdf>*only leases and licenses are assignable
 - <https://www.alberta.ca/grazing-and-range-management.aspx>
 - <https://www.alberta.ca/environment-and-parks.aspx>
 - <https://www.alberta.ca/public-land-grazing-rent-and-assignment-fee.aspx>
 - <https://www.alberta.ca/recreation-on-agricultural-public-land.aspx>
- Assignment of Grazing Lease to Buyer may take one year +/- to complete. Buyer cannot put livestock onto lease until assignment is complete but the Assignor may request approval from the department to allow the assignee graze their lease with their livestock. All assignment paperwork and fees need to be submitted and lease needs to be in good standing. Assignee still holds all responsibility of the lease till the assignment is completed.
- Grazing Leases (GRL)
 - Term of lease: Grazing leases can be up 20 year term but are usually 10 year terms
 - Can Grazing User Control Recreational Access: GRL leaseholders can within regulatory parameters (Dispute resolution through Local Settlement Officer)

Grazing Leases are governed by the Public Lands Act (PLA) and Public Lands Administration Regulations (PLAR)

Public Lands Act (PLA): <https://www.gp.alberta.ca/documents/Acts/P40.pdf>

Public Lands Administration Regulations (PLAR): https://www.gp.alberta.ca/documents/Regs/2011_187.pdf

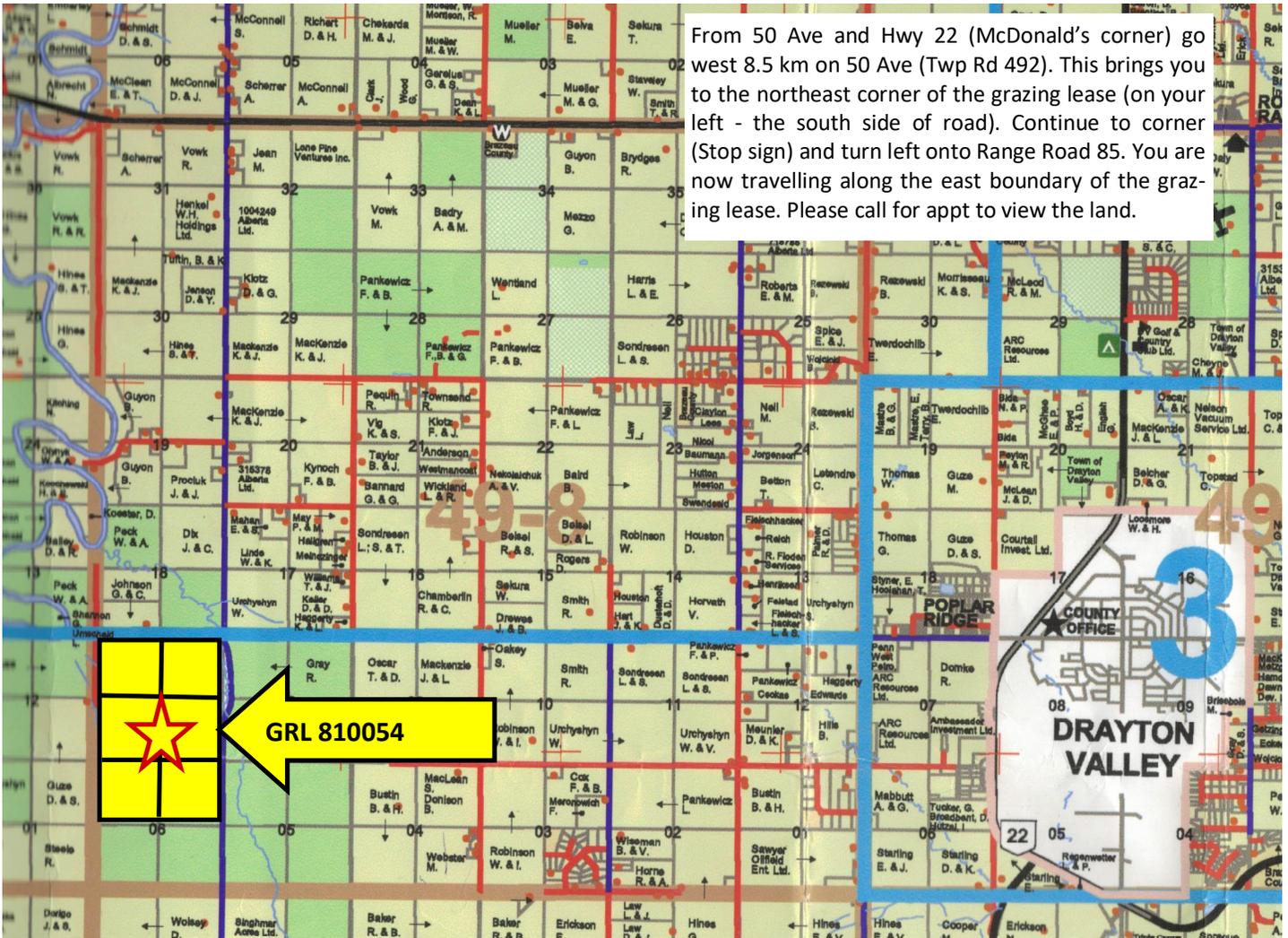
For further info on Grazing Leases contact Alberta Environment & Parks

Rangeland Agrologist Kelly Brouwer (780) 845-8206

Note due to privacy laws: the Agrologist will only be able to discuss general facts about grazing leases. If you have a question about this grazing lease specifically, please contact Trent(780-202-0140) or Cathy (780-898-0729) or email cathy@mooresrealty.ca and they can forward your question to the Agrologist.

Location

From 50 Ave and Hwy 22 (McDonald's corner) go west 8.5 km on 50 Ave (Twp Rd 492). This brings you to the northeast corner of the grazing lease (on your left - the south side of road). Continue to corner (Stop sign) and turn left onto Range Road 85. You are now travelling along the east boundary of the grazing lease. Please call for appt to view the land.



Description of land excluded from grazing lease acres:

Land	Metes and Bounds Remarks	Acres
W5-08-049-06-NE	EXCLUDES 11.45 ACRES AND 4.59 ACRES FOR WELLSITES AND ACCESS ROADS AS AUTHORIZED UNDER FILES ROE 2423 AND ROE 2424 RESPECTIVELY AND 1.03 ACRES FOR A ROAD WIDENING AS SHOWN ON PLAN 8622500.	(142.93)
W5-08-049-06-NW	EXCLUDES 8.14 ACRES FOR WELLSITES, BATTERY SITE AND ACCESS ROADS AS AUTHORIZED UNDER FILE ROE 3916.	(151.86)
W5-08-049-07-NE	EXCLUDES 14.47 ACRES, 4.13 ACRES 1.24 ACRES AND 0.26 ACRES FOR WELLSITES AND ACCESS ROADS, A BATTERY SITE, AN ACCESS ROAD AND A CATHODIC PROTECTION ANODE BED AS AUTHORIZED UNDER FILES ROE 3884, ROE 3917, ROE 4305 AND PIL 246 RESPECTIVELY AND ALSO 0.99 ACRES, 0.10 ACRES AND 0.07 ACRES FOR ROAD WIDENINGS AS SHOWN ON PLANS 8922396, 9222841, AND 8622500 RESPECTIVELY.	(138.74)
W5-08-049-07-NW	EXCLUDES 11.07 ACRES AND 0.93 ACRES FOR WELLSITES AND ACCESS ROADS AS AUTHORIZED UNDER FILES ROE 3884 AND ROE 4305 RESPECTIVELY AND 0.99 ACRES FOR A ROAD WIDENING AS SHOWN ON PLAN 8922396.	(147.01)
W5-08-049-07-SE	EXCLUDES 2.96 ACRES AND 7.12 ACRES FOR WELLSITES AND ACCESS ROADS AS AUTHORIZED UNDER FILES ROE 2419 AND ROE 2420 RESPECTIVELY AND 0.63 ACRES FOR A ROAD WIDENING AS SHOWN ON PLAN 8622500.	(149.29)
W5-08-049-07-SW	EXCLUDES A TOTAL OF 12.52 ACRES FOR WELLSITES AND ACCESS ROADS AS AUTHORIZED UNDER FILE ROE 3996.	(147.48)

GRL 810054 - Grazing Lease & Permit Form

Schedule C

GRAZING LEASES AND PERMITS FORM

This Schedule is attached to and forms part of the Agricultural Real Estate Purchase Contract # Team-Horv

1. GRL # 810054

2. Legal description:

W of	RANGE	TOWNSHIP	SECTION	PART	ACRES
5	8	49	7	NW	147.01
5	8	49	7	NE	138.74
5	8	49	7	SW	147.48
5	8	49	7	SE	149.29
5	8	49	6	NW	151.86
5	8	49	6	NE	142.93

3. Total number of Acres 877.31 +/-

4. Total Animal Units 14 AUM

5. Term of Lease 10 YEARS

6. Date of Lease Expiry 30 September 2022

7. Annual Lease Rate \$50 + GST = \$52.50

8. Assignment Fee Flat fee \$3,150

9. Assignment Fee will be paid to the Provincial Government by

- Seller
 Buyer
 Shared between Seller & Buyer

10. Annual Property Taxes \$66.31

11. List of any deficiencies (eg fencing, reseeding, weeds, etc)

Property is perimeter fenced only. Much of lease is fenced with 7' sucker rod posts that were installed in 1983.

UPDATE: Information received from the agrologist , Kelly Brouwer has indicated that there is an active trap line on this grazing lease.

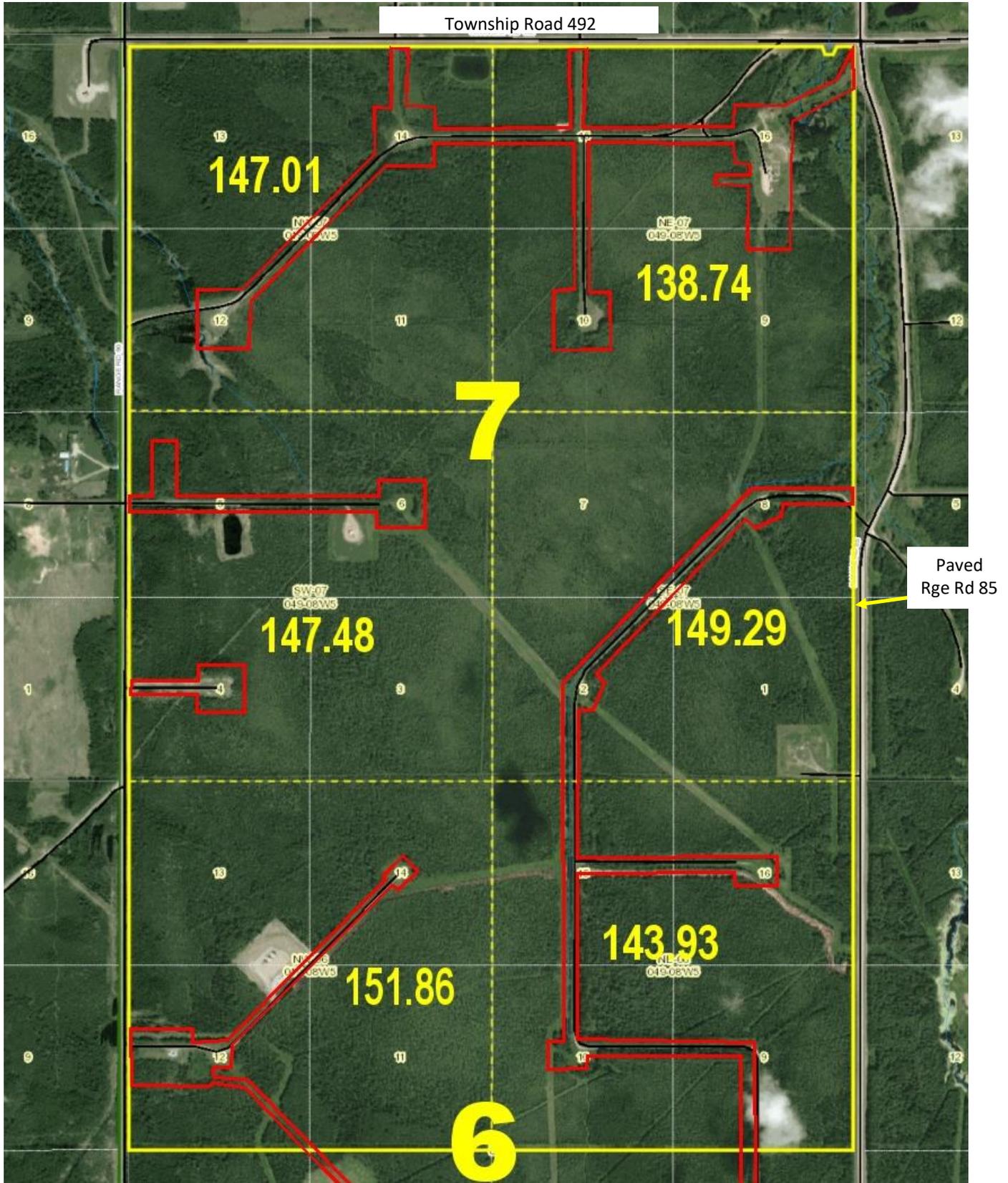
12. **BUYER WARRANTY:** The Buyer warrants that, prior to leasing, it is NOT and "ineligible person" or a "foreign controlled corporation" and is eligible to lease "controlled land" as those terms are defined in the Foreign Ownership of Land Regulations.

13. **SELLER AGREES** to provide to Buyer a copy of Grazing Lease Agreement, Renewal Agreements & any notices that the seller has received regarding this grazing lease & will provide verification that the grazing lease is assignable.

Reasoning of low carrying capacity:

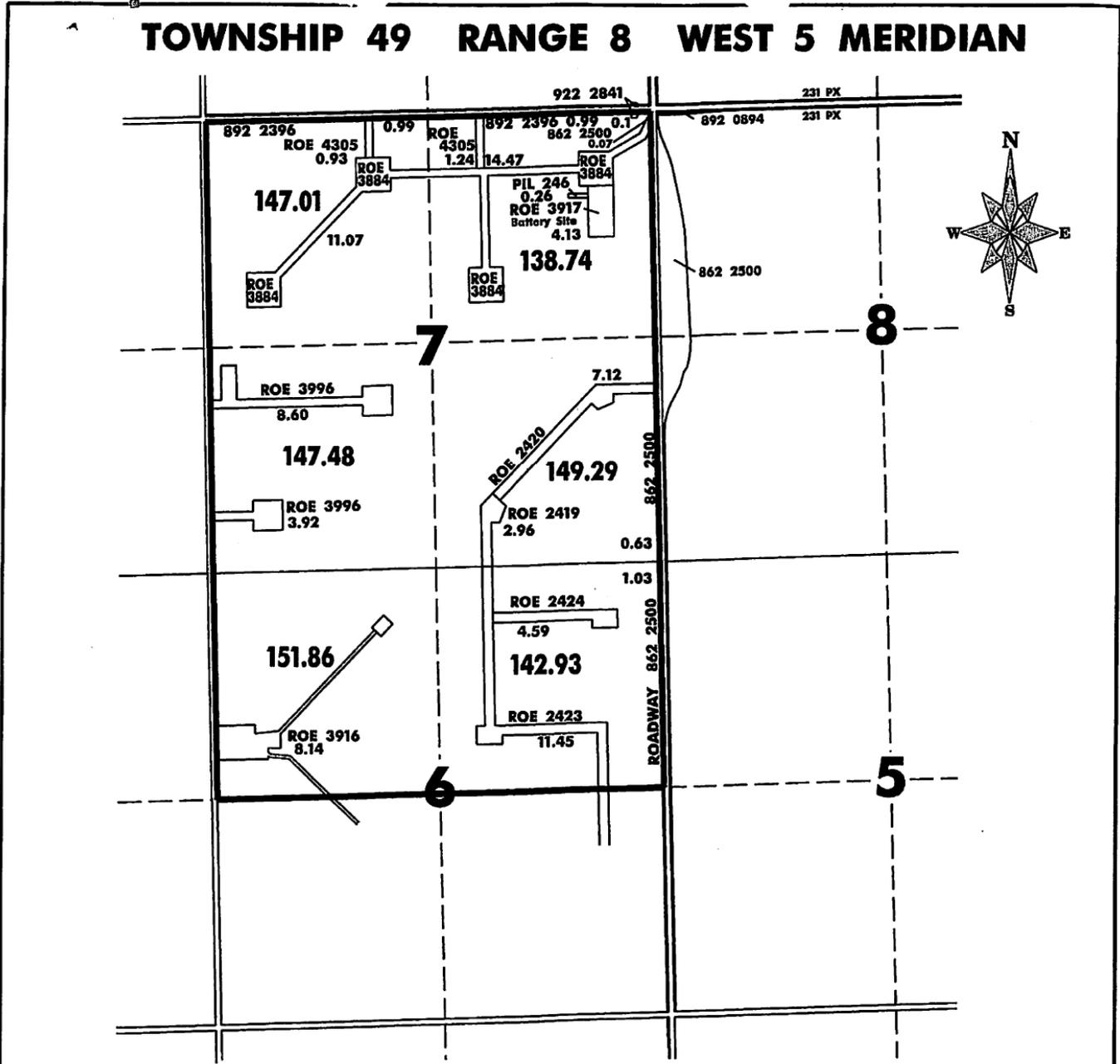
The agrologist says the reason that the carrying capacity of the lease itself is so low is because the upstream oil and gas sites that are seeded to tame pasture are not included in the area of the lease, though the cattle do have access to them through agreements with the oil field. They cannot adjust the rating any higher because if the agreements ever change, then numbers won't be accurate. There is unfortunately no consist submitted record of how many cattle Seller has grazing the lease. This low carrying capacity does result in low annual rent.

Aerial Photo



See next page for map from lease agreement showing the above surface lease exclusions. Areas on above map that are outlined in red are excluded from the grazing lease.

GRL 810054 - Map from lease agreement



GRAZING LEASE AREA
= 877.31 Acres (355.03 HA), more or less

Refer to Appendix "A" for detailed Legal Description

Plan #:	2580 SK
Version:	2007-10-30
File:	GRL 810054
TECHNICAL SERVICES	SKT RE

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 Base Features Data provided by Spacial Data Warehouse Ltd.

 Lands Division	Scale: 1: 20000	Date: 2007 / 10 / 30	
	Alrphoto : [AS] - Shot(s)	Date: / /	
	Own By : R. EDMONDS	Checked by:	
	Graphic File : 810054.dgn		
	Remarks: AREAS SHOWN ARE IN ACRES		
Surveys and Technical Services Section			

Soil Map



AGRICULTURAL SOIL

CLASSIFICATION: The Agriculture layer shows the varying potential of a specific area for agricultural production. It indicates the classes and subclasses according to the Soil Capability Classification of Agriculture, which is based on characteristics of the soil as determined by soil surveys. The mineral soils are grouped into 7 classes and 13 subclasses according to the potential of each soil for the production of field crops. Organic soils are not a part of the classification and are shown as a single separate unit (O).

1.2 AGRICULTURAL SOIL CLASSES

CLASS	DESCRIPTION
1	No significant limitations in use for crops
2	Moderate limitations that restrict the range of crops or require moderate conservation practices.
3	Moderately severe limitations that restrict the range of crops or require special conservation practices
4	Severe limitations that restrict the range of crops or require special conservation practices
5	Very severe limitations that restrict capability in producing perennial forage crops. Improvement practices are feasible.
6	Capable only of producing perennial forage crops and improvement practices are not feasible
7	No capacity for arable culture or permanent pasture
O	Organic Soils (not placed in capability classes)

1.3 Agricultural Subclasses

Subclass	Description
C	Adverse Climate
D	Undesirable soil structure and/or low permeability
E	Erosion
F	Low Fertility
I	Inundation by streams or lakes
M	Moisture limitations
N	Salinity
P	Stoniness
R	Consolidated bedrock
S	Combinations of subclasses
T	Topography
W	Excess Water
X	Soils having limitations resulting from the cumulative effect of two or more adverse characteristics

Property Photos



Property Photos



Property Photos



Property Photos



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