# OFFER OF PURCHASE AND SALE FOR PARCEL 19 (EN BLOC FOR PARCEL 9-15)

BY A	ND BETV		BLADE JAMES YOUNG & BECKY ANN YOUNG (the "Vendor")	
			AND	
			(the " <b>Purchaser</b> ")	
1.		_	o sell to the Purchaser and the Purchaser agrees to purchase from the legally described in the attached Schedule "A" (the " <b>Property</b> ").	
2.	Parcels	s 9 through 15 en bloc' prem	by offers to purchase the Property for the sum of the Closing Bids (for ) on the CLHbid.com auction taking place on December 1, 2022, plus the hium bid, totalling \$ (the "Purchase Price") and on Schedule "B".	
3.	The Vendor and the Purchaser agree that the Purchase Price shall be allocated as follows:			
	\$		Land	
	\$	150,000.00	Buildings	
	\$		PURCHASE PRICE	

- 4. The Purchaser agrees to submit on or before 4:30 pm on December 2, 2022 an executed copy of this Offer along with a Bank Draft or Electronic Bank Deposit in the sum of 20% of the Purchase Price made payable to Carter, Lock & Horrigan (the "Deposit"). The Deposit, upon payment, shall be unconditional.
- 5. The Purchase Price does not include Goods and Services Tax ("GST"). The Purchase Price will be subject, on the Closing Date, to the addition of GST which shall be paid by the Purchaser to the Vendor on the entire Purchase Price. Alternatively, in the event the Purchaser represents and warrants to the Vendor that the Purchaser is a registrant under the Excise Tax Act (Canada) and provides the Vendor with their GST registration number prior to the Closing Date together with a GST indemnity then the Purchaser may account directly to Canada Revenue Agency for the GST payable on this transaction without paying same to the Vendor.

- 6. The Vendor has agreed to offer to the Purchaser the option to purchase the chattels listed on Schedule "C". Should the Purchaser wish to purchase the said chattels, the price (as set out on Schedule "C"), will be appear on the Statement of Adjustments. This option must be exercised on or before 4:30 pm on December 2, 2022 by way of email to bj@clhbid.com.
- 7. The Purchase Price shall be paid in full on or before December 22, 2022 (the "Closing Date").
- 8. Possession of the Property will be subject to the Purchaser paying closing funds on the Closing Date (the "Possession Date").
- 9. All money owing to the Vendor shall be paid to the Vendor's lawyer on or before 12:00 noon on the Closing Date. Any monies received after 12:01 pm shall be deemed to have been received on the next business day. If the Vendor agrees to accept monies after the Closing Date, the Purchaser shall pay interest at a rate of 7% per annum on any money owing to the Vendor as at the Closing Date, from the Closing Date until that money has been paid.
- 10. The Vendor's Lawyer will deliver normal closing documents to the Purchaser's Lawyer upon reasonable conditions consistent with the terms of this Offer.
- 11. The Purchaser hereby acknowledges that if registration of the transfer documents, and Purchaser financing, if any, cannot be registered by the Closing Date due to Saskatchewan Land Titles registration timeline delays then the Purchaser shall obtain a title insurance policy to avoid delays past Closing Date at their expense.
- 12. All normal adjustments for the Property including but not limited to surface leases, taxes, municipal utility charges, and interest shall be adjusted as at noon on the Closing Date. The Purchaser acknowledges that the land rental payments regarding the crop will be <u>excluded</u> from the said adjustments.
- 13. The Purchaser agrees to pay a transaction fee equal to 1.25% of the Purchase Price plus Goods and Services Tax ("GST") and Provincial Sales Tax ("PST") (the "Transaction Fee"). The Transaction Fee will appear on the Statement of Adjustments as provided to the Purchaser's lawyer.
- 14. The Property shall be free and clear of any financial encumbrances attributable to the Vendor. The Property may be subject to all non-financial encumbrances now on title such as easements, utility right of ways and covenants and conditions registered against the Property.
- 15. The Purchaser has inspected the Property and agrees that the Vendor has not made any representation, warranty, collateral agreement or condition regarding the Property or any adjacent land or lands in close proximity to the Property or otherwise which may in any way directly or indirectly affect the Property or regarding this Offer other than what is written herein.
- 16. The Vendor represents and warrants to the Purchaser that:
  - (a) They are not now (nor will be within 60 days after Possession Date) a non-resident of Canada within the meaning of the *Income Tax Act* (Canada);

- (b) They are not agents or trustees of anyone with an interest in the property who is (or will be 60 days after Possession Date) a non-resident of Canada within the meaning of the *Income Tax Act* (Canada); and
- (c) They have the legal right to sell the Property.
- 17. The parties hereto agree that the representations, warranties, and covenants herein shall not merge by the acceptance of documents, registration of documents, or the taking of possession by the Purchaser.
- 18. Upon this Offer being accepted by the Vendor, this document shall, as of the date of such acceptance, constitute an agreement of sale and purchase, notwithstanding the fact that formal documents may be required and the Purchaser and Vendor both agree to promptly execute and deliver all necessary documents and do all necessary acts in order to fully carry out and perform the true intent and object of these presents.
- 19. This Offer shall be open for acceptance up to but not after 4:30 pm on the December 5<sup>th</sup>, 2022 and may be accepted by PDF email to the Purchaser.
- 20. Time shall be of the essence in this Offer.
- 21. In this Offer, the masculine gender and the singular shall be construed as the feminine gender and the plural where the context so requires. This Offer shall enure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.
- 22. The Agreement may be executed in several counterparts bearing PDF or facsimile signatures, each of which so executed shall be deemed to be an original, and such counterpart together shall constitute one and the same instrument.

Dated at	, in the Province of S	, in the Province of Saskatchewan, on this day of December, 2022.	
		PURCHASER	
		PURCHASER	
Purchaser's Lawyer	:		
Firm:			
Attention:			
Address:			
Phone:			
Email:			

#### **ACCEPTANCE**

The undersigned Vendor of the Property, hereby accepts the Offer and agrees to complete the sale on the terms and conditions in the Offer and should the Vendor fail to do so, the Purchaser at his option may cancel this Offer and may take such other remedies the Purchaser has at law.

Dated at \_\_\_\_\_\_\_, in the Province of Saskatchewan, on this \_\_\_\_\_ day of December, 2022.

BLADE JAMES YOUNG

BECKY ANN YOUNG

Vendor's Lawyer:

Firm: OWZW Lawyers

Attention: Matthew Park

Address: 1000 – 2002 Victoria Ave, Regina, Saskatchewan, S4P 0R7

Phone: (306) 347-2112 Email: mpark@owzw.com

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## OFFER SCHEDULE "A" (1 OF 11)

NW Sec 21 Twp 12 Rge 13 W 2 Extension 1



#### Surface Parcel Number: 203916146

REQUEST DATE: Tue Sep 6 08:23:45 GMT-06:00 2022

	111242001	111242023	
107345415	111610303	111610280	107317975
1073 45112	203916146 8 806.30		1073 451 56
107345088	1073	45134	1073 45123

Owner Name(s): YOUNG, BECKY ANN, YOUNG, BLADE JAMES

Municipality:RM OF WELLINGTON NO. 097Area:60.671 hectares (149.92 acres)Title Number(s):155305739Converted Title Number:97R73218(1)

Parcel Class: Parcel (Generic) Ownership Share: 1:1

Land Description: NW 21-12-13-2 Ext 1
Source Quarter Section: NW-21-12-13-2

Commodity/Unit: Not Applicable

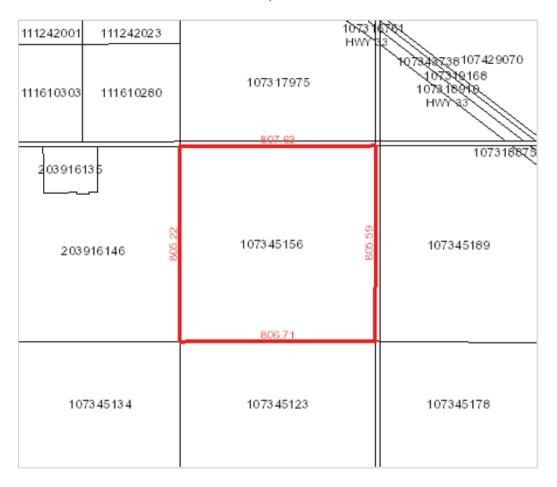
## **OFFER SCHEDULE "A" (2 OF 11)**

NE Sec 21 Twp 12 Rge 13 W 2 Extension 0 As described on Certificate of Title 97R73218(1).



#### Surface Parcel Number: 107345156

REQUEST DATE: Tue Sep 6 08:19:44 GMT-06:00 2022



Owner Name(s): YOUNG, BECKY ANN, YOUNG, BLADE JAMES

Municipality: RM OF WELLINGTON NO. 097 Area: 65.009 hectares (160.64 acres)

Title Number(s): 140246197 Converted Title Number: 97R73218(1)

Parcel Class: Parcel (Generic) Ownership Share: 1:1

Land Description: NE 21-12-13-2 Ext 0
Source Quarter Section: NE-21-12-13-2

Commodity/Unit: Not Applicable

## OFFER SCHEDULE "A" (3 OF 11)

SW Sec 21 Twp 12 Rge 13 W 2 Extension 0 As described on Certificate of Title 93R26329.



#### Surface Parcel Number: 107345134

REQUEST DATE: Tue Sep 6 08:21:09 GMT-06:00 2022

107345088 5 107345134 58 107345123	
402.90 402.90	
120522787 120522709 107344997 120522765 120522686	

Owner Name(s): YOUNG, BECKY ANN, YOUNG, BLADE JAMES

Municipality:RM OF WELLINGTON NO. 097Area:64.888 hectares (160.34 acres)Title Number(s):140246186Converted Title Number:93R26329

Parcel Class: Parcel (Generic) Ownership Share: 1:1

**Land Description**: SW 21-12-13-2 Ext 0 **Source Quarter Section**: SW-21-12-13-2

Commodity/Unit: Not Applicable

DISCLAMER. THIS IS NOT A PLAN OF SURVEY It is a consolidation of plans to assist in identifying the location, size and shape of a parcel in relation to other parcels. Parcel boundaries and area may be these distincts to first be present parcels. To referring a sequence of percent parcels are not present parcels and present parcels.

## OFFER SCHEDULE "A" (4 OF 11)

SE Sec 20 Twp 12 Rge 13 W 2 Extension 0 As described on Certificate of Title 88R57135.



#### Surface Parcel Number: 107345088

REQUEST DATE: Tue Sep 6 08:18:00 GMT-06:00 2022

107345101	107345112 806.25	203916146
107345099 중	1073 45088 S	107345134
107344986	1073 44997	120522787 120522709 120522765 120522686

Owner Name(s): YOUNG, BECKY ANN, YOUNG, BLADE JAMES

Municipality:RM OF WELLINGTON NO. 097Area:64.825 hectares (160.19 acres)Title Number(s):140588714Converted Title Number:88R57135

Parcel Class: Parcel (Generic) Ownership Share: 1:1

 $\begin{aligned} & \textbf{Land Description}: & & \text{SE } 20\text{-}12\text{-}13\text{-}2 \text{ Ext } 0 \\ & \textbf{Source Quarter Section}: & & \text{SE-}20\text{-}12\text{-}13\text{-}2 \end{aligned}$ 

Commodity/Unit: Not Applicable

# OFFER SCHEDULE "A" (5 OF 11)

SW Sec 20 Twp 12 Rge 13 W 2 Extension 0 As described on Certificate of Title 94R16499B.



#### Surface Parcel Number: 107345099

REQUEST DATE: Tue Sep 6 08:12:45 GMT-06:00 2022

1073 45077	1073 45 101 805.24	107345112
107345044	107345099 ප් සි	1073 45088
1073 45033	1073 44986	1073 44997

Owner Name(s): YOUNG, BECKY ANN, YOUNG, BLADE JAMES

Municipality:RM OF WELLINGTON NO. 097Area:64.834 hectares (160.21 acres)Title Number(s):140588691Converted Title Number:94R16499B

Parcel Class: Parcel (Generic) Ownership Share: 1:1

Land Description: SW 20-12-13-2 Ext 0
Source Quarter Section: SW-20-12-13-2

Commodity/Unit: Not Applicable

## OFFER SCHEDULE "A" (6 OF 11)

NW Sec 20 Twp 12 Rge 13 W 2 Extension 0 As described on Certificate of Title 94R16499B.



#### Surface Parcel Number: 107345101

REQUEST DATE: Tue Sep 6 08:14:17 GMT-06:00 2022

1073 454 48	1073 45 426 804.85	107345415
107345077	107345101 SS	107345112
1073 450 44	1073 45099	107345088

Owner Name(s): YOUNG, BECKY ANN, YOUNG, BLADE JAMES

Municipality:RM OF WELLINGTON NO. 097Area:64.81 hectares (160.15 acres)Title Number(s):140588680Converted Title Number:94R16499B

Parcel Class: Parcel (Generic) Ownership Share: 1:1

Land Description: NW 20-12-13-2 Ext 0
Source Quarter Section: NW-20-12-13-2

Commodity/Unit: Not Applicable

## OFFER SCHEDULE "A" (7 OF 11)

LSD 5 Sec 28 Twp 12 Rge 13 W 2 Extension 30 As described on Certificate of Title 75R46003, description 28.



#### Surface Parcel Number: 111242001

REQUEST DATE: Tue Sep 6 09:05:03 GMT-06:00 2022



Owner Name(s): YOUNG, BLADE JAMES

Municipality: RM OF WELLINGTON NO. 097 Area: 16.256 hectares (40.17 acres)

Title Number(s): 108650426

Parcel Class: Parcel (Generic)

Converted Title Number: 75R46003

Land Description: LSD 5- 28-12-13-2 Ext 30

Ownership Share: 1:1

Source Quarter Section: SW-28-12-13-2

Commodity/Unit: Not Applicable

DISCLAIMER: THIS IS NOT A PLAN OF SURVEY It is a consolidation of plans to assist in identifying the location, size and shape of a parcel in relation to other parcels. Parcel boundaries are

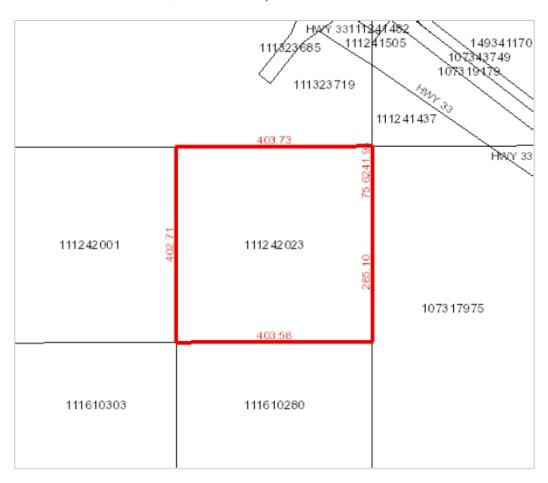
## OFFER SCHEDULE "A" (8 OF 11)

LSD 6 Sec 28 Twp 12 Rge 13 W 2 Extension 29 As described on Certificate of Title 75R46003, description 29.



#### Surface Parcel Number: 111242023

REQUEST DATE: Tue Sep 6 08:58:47 GMT-06:00 2022



Owner Name(s): YOUNG, BLADE JAMES

Municipality: RM OF WELLINGTON NO. 097

Title Number(s): 108650437

Parcel Class : Parcel (Generic)

Land Description: LSD 6- 28-12-13-2 Ext 29 Source Quarter Section: SW-28-12-13-2

Commodity/Unit: Not Applicable

Area: 16.255 hectares (40.17 acres)

Converted Title Number: 75R46003

Ownership Share: 1:1

DISCLAMIER, THIS, BOTA PLAN OF SURVEY It is a consolidation of plans to assist in identifying the location used as large of a parcel initiation to other parcels. Parcel boundaries are area have been adjusted to fit with adjacent parcels. To determine adjust boundaries, dimensions or age and part of the plan or consult a support.

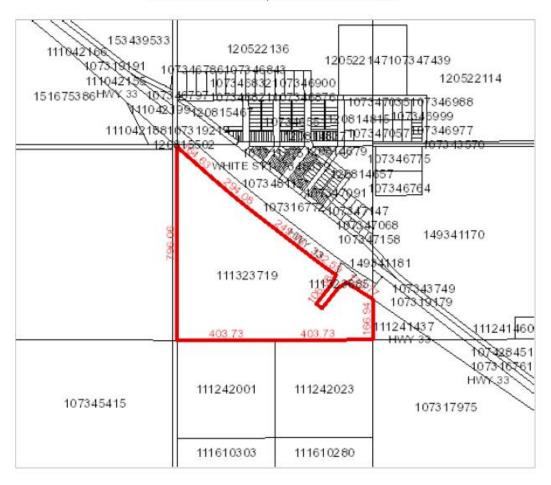
## **OFFER SCHEDULE "A" (9 OF 11)**

NW Sec 28 Twp 12 Rge 13 W 2 Extension 35 As described on Certificate of Title 99SE34033(1), description 35.



#### Surface Parcel Number: 111323719

REQUEST DATE: Tue Sep 6 08:42:55 GMT-06:00 2022



Owner Name(s): YOUNG, BLADE JAMES

Municipality: RM OF WELLINGTON NO. 097

Title Number(s): 108650448

Parcel Class: Parcel (Generic)

Land Description: NW 28-12-13-2 Ext 35 Source Quarter Section: NW-28-12-13-2

Commodity/Unit: Not Applicable

Area: 36.972 hectares (91.36 acres)

Converted Title Number: 99SE34033(1)

Ownership Share: 1:1

### OFFER SCHEDULE "A" (10 OF 11)

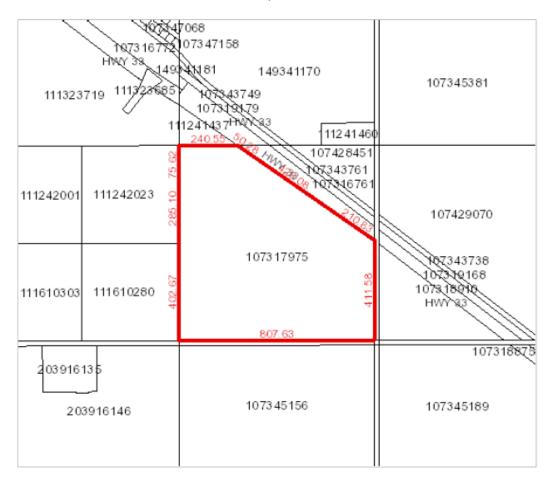
SE Sec 28 Twp 12 Rge 13 W 2 Extension 1

As described on Certificate of Title 90R49929 which describes this parcel and other parcel(s) with the same land description tied to this one.



#### Surface Parcel Number: 107317975

REQUEST DATE: Tue Sep 6 09:12:40 GMT-06:00 2022



Owner Name(s): YOUNG, BECKY ANN, YOUNG, BLADE JAMES

 Municipality:
 RM OF WELLINGTON NO. 097
 Area:
 53.873 hectares (133.12 acres)

 Title Number(s):
 140588725
 Converted Title Number:
 90R49929

Parcel Class: Parcel (Generic) Ownership Share: 1:1

Land Description: SE 28-12-13-2 Ext 1
Source Quarter Section: SE-28-12-13-2

Commodity/Unit: Not Applicable

### OFFER SCHEDULE "A" (11 OF 11)

SE Sec 28 Twp 12 Rge 13 W 2 Extension 2

As described on Certificate of Title 90R49929 which describes this parcel and other parcel(s) with the same land description tied to this one.



#### Surface Parcel Number: 107428451

REQUEST DATE: Tue Sep 6 09:23:40 GMT-06:00 2022



Owner Name(s): YOUNG, BECKY ANN, YOUNG, BLADE JAMES

 Municipality:
 RM OF WELLINGTON NO. 097
 Area:
 4.801 hectares (11.86 acres)

 Title Number(s):
 140588668
 Converted Title Number:
 90R49929

Parcel Class: Parcel (Generic) Ownership Share: 1:1

Land Description: SE 28-12-13-2 Ext 2
Source Quarter Section: SE-28-12-13-2

Commodity/Unit: Not Applicable

# OFFER SCHEDULE "B" - PURCHASE PRICE BREAKDOWN

PARCEL & SHORT LEGAL DESCRIPTION	HIGH BID AMOUNT
PARCEL 9: NW-21-12-13-W2	\$
PARCEL 10: NE-21-12-13-W2	\$
PARCEL 11: SW-21-12-13-W2	\$
PARCEL 12: S ½ 20-12-13-W2	\$
PARCEL 13: NW-20-12-13-W2	\$
PARCEL 14: LSD 5 & 6 28-12-13-W2 & NW-28-12-13-W2	\$
PARCEL 15: SE-28-12-13-W2	\$
EN BLOC PREMIUM BID	+\$ 240,000.00
TOTAL PURCHASE PRICE	\$

# **OFFER SCHEDULE "C"**

DESCRIPTION OF ITEM	PRICE
Complete Cattle Handling System -6' x 30' portable panels (approximately 20) -5' x 30' portable panels (approximately 10) -6' x 10' or 12' portable panels (approximately 15) -5' x 10' or 12' portable panels (approximately 5) -framed gates (approximately 25) -loading ramp (1) -inline bunk feeders (12) *to be sold as the complete system only	\$65,000.00
8' x 24' Livestock Scale	\$12,000.00
Control Panel, Augers & Roller Mill	\$35,000.00
Grain Bin by the Barn	\$800.00
3 Hopper Bins	\$8,000.00