

# LAND TENDER INFORMATION PACKAGE

# RM of Wise Creek No. 77

## Admiral, SK

## ADMIRAL GRAIN CO. INC.

Closing: April 30, 2025

Our File No. 32504-002F

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### LAND FOR SALE - RM OF WISE CREEK NO. 77

#### **Owner: Admiral Grain Co. Inc. – Admiral, SK**

Land Description	Assessed Value	Total Acres
Lot E-Plan 75SC00455 Ext 0	\$19,400.00	1.639
with Admiral Grain Elevator		

#### Bids will be accepted on the entire package or in any of the following combinations:

• Entire Package – Includes:

Lot E – Plan 75SC00455 Ext 0 (including Grain Elevator), Pole Shed, Prairie Grain Analyzer (SGrain Model – INFA Cont.), and 1985 Massey Ferguson Tractor

- Lot E Plan 75SC00455 Ext 0, including the Grain Elevator
  - May be bid on **with** the Pole Shed
  - Or **without** the Pole Shed
- Pole Shed Only
- Prairie Grain Analyzer (SGrain Model (INFA Cont.)
- 1985 Massey Ferguson Tractor

#### Particulars:

#### Admiral Elevator – Turnkey Grain Handling Operation

Licensed to load producer cars Renovated in 1992 (leg replaced and new overhead scale installed)

#### Total storage capacity: 225,000 bu

55,000 bu in-house

#### Annex storage includes:

- Eleven 90-ton hopper bins
- Twenty 130-ton side-draw bins

#### 34' truck scale (updated in 2011)

32 Hart Underflo Grain Cleaner – 370 bu/hour Equipped with carloading and truck loading cameras

#### Prairie Grain Analyzer - SGrain Model (INFA Cont.)

Purchased new in **2022** Uses **near-infrared (NIR) technology** Tests for: moisture, protein, oil, starch

#### 1985 Massey Ferguson Tractor

3545 front wheel assist with front end loader

Pole Shed - 25' x 30' pole shed with 12' x 14' electric door

#### The pole shed located on the property may be included with the land or bid on separately.

Bidders may choose to:

- Include the pole shed as part of their land tender, or
- Submit a separate bid for the pole shed only.

If the pole shed is bid on separately:

- The successful bidder is responsible for removing it at their own expense.
- Removal must be completed before July 31, 2025.
- The site must be left in a clean and level condition satisfactory to the Owner.

#### To View Call Ron at 306-297-7318

#### **CONDITIONS:**

- Tenders must be submitted to the law firm, Anderson & Company, by 12:00 o'clock noon, the 30<sup>th</sup> day of April 2025;
- 2) Highest or any tender not necessarily accepted;
- 3) A cheque for the amount of **3%** of the amount of bid must accompany the bid (cheques will be returned to unsuccessful bidders);
- 4) Tenders must rely on their own research and inspection of the property and confirm acres, assessments and other particulars;
- 5) Tenders will be considered for the **land including the pole shed, or for the pole shed only**, and bidders must clearly indicate which option their offer applies to; if the pole shed is bid on separately, the successful Tenderer will be responsible for its removal at their own expense, which must be completed by July 31, 2025, and the site must be left in a clean and level condition satisfactory to the Owner.
- 6) All bids are subject to approval by the Vendor's shareholders;
- 7) No tenders subject to financing or other conditions will be accepted;
- 8) Tenders will not be called to the office of the undersigned to finalize the sale;
- 9) Land, buildings, machinery and improvements offered for sale **as is** and **where is**. There are no warranties or representations of the Vendors expressed or implied;
- 10) The successful Tender shall be required, following the last tender, to enter into a written agreement with the registered owner for sale of deeded land;
- 11) In the event the Purchaser fails to pay the balance of the purchase price on or before the 14<sup>th</sup> day of May 2025 (the "Closing Date"), the deposit equivalent to three (3%) percent of the final tender, shall be forfeited absolutely to the registered owner as liquidated damages or alternatively, with consent of owner pay interest on balance to close at the rate of 6% per annum from Closing Date;
- 12) No possession shall be granted until the balance of the purchase price has been paid absolutely and unconditionally;
- 13) The registered owner shall pay the costs for the preparation of the Transfer Authorization;
- 14) The Purchaser shall pay all Land Titles costs for the registration of the Transfer Authorization at ISC; The Purchaser shall be responsible for his/her own Solicitor costs;
- 15) The Purchaser, in addition to the offer price, shall also pay GST, if applicable. The Purchaser must provide the registered owner with a Certificate as to the GST registration otherwise, the Purchaser shall be required to pay the Vendor, GST equivalent to five (5%) percent of the purchase price;
- 16) The Owner shall pay taxes to **December 31, 2024**. The Purchaser is responsible for 2025 taxes on deeded lands.

#### Forward bids and inquiries to:

MORRIS A. FROSLIE, ANDERSON & COMPANY BARRISTERS & SOLICITORS 51 – 1<sup>st</sup> Ave NW, P.O. BOX 610 SWIFT CURRENT SK S9H 3W4 PHONE: (306) 773-2891 <u>MFroslie@andlaw.ca</u> File No. 32504-002F

## Tender for Purchase Form

1. I/We, the undersigned, hereby offer and undertake on the acceptance of this tender to **purchase** in accordance with the terms and conditions in the Tender Advertisement the following land at the Bid Amount:

ADMIRAL GRAIN CO. LTD.		
<u>Bid</u>	Legal Description	<u>Bid Amount</u>
	Lot E-Plan 75SC00455 Ext 0 - with Pole Shed - without Pole Shed	\$
	Pole Shed Only	\$
	Prairie Grain Analyzer SGrain Model (INFA Cont.)	\$
	1985 Massey Ferguson Tractor	\$
TOTAL AMOUNT BID		\$

#### OR if purchasing all the land, structures and equipment:

Bid	Legal Description	Bid Amount
	Lot E-Plan 75SC00455 Ext 0 - with Pole Shed	
	Prairie Grain Analyzer SGrain Model (INFA Cont.) 1985 Massey Ferguson Tractor	
	TOTAL AMOUNT BID	\$

- 2. I/We, the undersigned, attach a cheque in the amount of **\$\_\_\_\_\_** as a **3% deposit** for the above purchase price, and understand that the said cheque will be returned if the tender contained herein is not accepted by the Seller.
- I/We, the undersigned, certify that the below contact information is correct, and hereby authorize the Seller's solicitors, Anderson & Company, to use the same to contact us after the tender deadline of <u>April</u> <u>30, 2025, at 12:00 noon</u> regarding the acceptance/decline of our offer.

Name of Corporation:

Print Name of Tenderer:

Address: \_\_\_\_\_

Home #: \_\_\_\_\_

File No. 32504-002F/bw

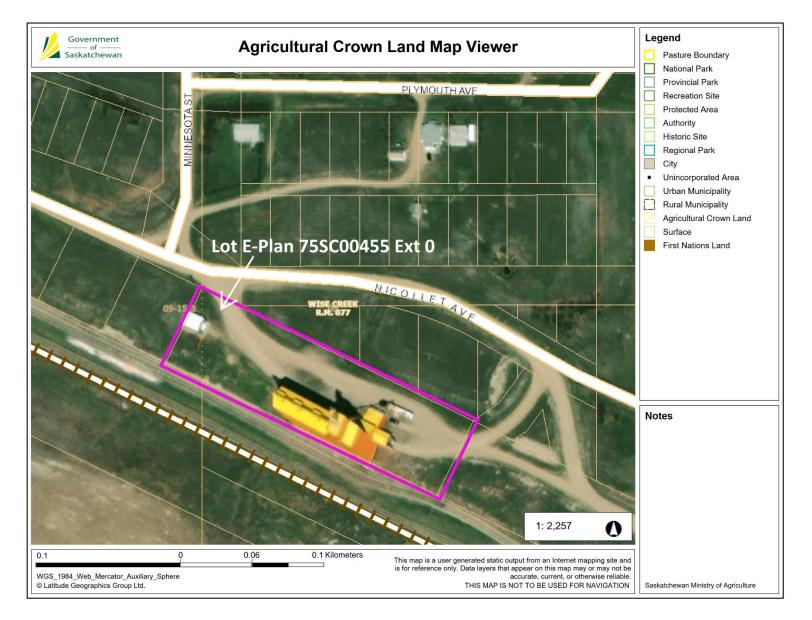
\_\_\_\_\_

Mobile #: \_\_\_\_\_

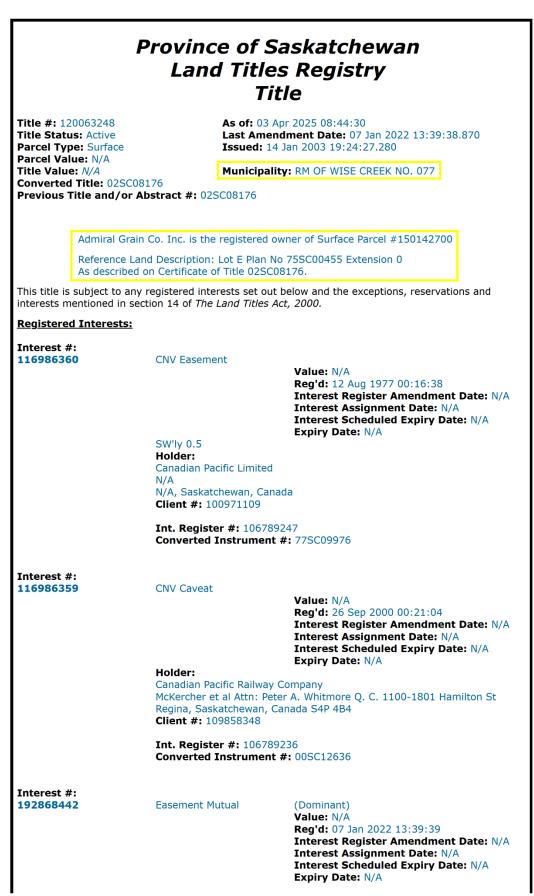
Email: \_\_\_\_\_\_

Click Here to Open the Bid Form in a New Tab

## Satellite Image



Land Title



# Holder: The Current Dominant Tenement N/A n/a, Saskatchewan, Canada S4P 3V7 Client #: 100009099 Int. Register #: 124909634 Addresses for Service: Int. Register #: 124909634 Name Address Owner: Address Admiral Grain Co. Inc. Box 125 Admiral, Saskatchewan, Canada S0N 0B0 Client #: 111602494 Parcel Class Code: Unknown



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Photos









## <u>Content 6</u> Access Agreement

#### ACCESS AGREEMENT

This agreement made as of October 13, 2021.

Between:

Rural Municipality of Wise Creek No. 77 ("the Grantor")

and

Admiral Grain Co. Inc. ("the Grantee").

Whereas:

- a) the Grantor is the registered owner of Lots 4 and 5 Block 3 Plan AG5080 Ext 3 [Surface Parcels 203520620 and 203520585] ("the Grantor's Land"), which shall be the servient tenement,
- b) the Grantee is the registered owner of Lot E Plan 75SC00455, [Surface Parcel 150142700] ("the Grantee's Land"), which shall be the dominant tenement; and
- c) the Grantor has agreed to grant to the Grantee an easement for access to the Grantor's Land for the purposes of the maintenance and use of the sewage mound located on the said land (which sewage mound is for the benefit of the Grantee's land), subject to the terms and conditions herein.

The parties agree as follows:

1. Subject to the terms and conditions herein, the Grantor grants to the Grantees an easement and right-of-way for uninterrupted access to the Grantor's Land by the Grantee, its agents and all other persons authorized on its behalf, for the purposes of the maintenance and use of a sewage mound located on the said land,

2. The term of this agreement shall be indefinite but the Grantor reserves the right to terminate the agreement upon providing notice in writing to the Grantee with six months notice.

3. The Grantees shall pay to the Grantor the sum of \$325.00 as consideration for the rights granted herein.

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4. The right of access herein granted is not exclusive to the Grantee and the rights herein granted shall not in any way interfere with the full enjoyment of the Grantor's Land by the Grantor or those claiming through or under the Grantor, except as may be necessary for the purposes herein expressed.

5. The Grantee shall keep the Grantor's Land in reasonable repair at its expense and upon the termination or expiration of this agreement shall restore the Grantor's Land to the same condition, so far as it is practical to do so or unless otherwise consented to in writing by the Grantor, as the Grantor's Land was in prior to entry thereon by the Grantee.

6. The Grantee will compensate the Grantor or any person claiming through or under the Grantor for any and all damage on the Grantor's Land by reason of the exercise by the Grantee of the rights granted herein.

7. The Grantor will not construct or maintain any fence, embankment, fill or any building or any structure or obstruction or excavation of any kind whatsoever on the Grantor's Land which would in any way interfere with the rights and privileges granted to the Grantee hereunder without the prior written consent of the Grantee.

8. The Grantee shall indemnify and save harmless the Grantor from and against all actions, suits, claims and demands arising out of or in connection with the exercise of the rights granted herein by the Grantee, its agents or any other persons authorized on its behalf.

 Any notice or other communication required to be given under this agreement or which either party may wish to give or to serve on the other may be effectually and sufficiently given or served if delivered or mailed to:

a) in the case of a notice or communication to the Grantor:

The Administrator Rural Municipality of Wise Creek No.77 Box 400 Shaunavon, SK S0N 2M0

b) in the case of a notice or communication to the Grantee:

The Secretary Admiral Grain Company Box 125 Admiral, SK S0N 0B0 If so delivered or mailed the notice or communication shall be deemed to have been given or served when delivered or on the fifth business day after the date of mailing, except in the case of a disruption of postal service, in which case it shall be deemed to have been given or served on the fifth business day after such disruption ceases.

10. The rights herein granted shall run with the land and be binding on the Grantor and any subsequent registered owners of the land, and their heirs, executors, administrators, successors and assigns.

In witness whereof the Rural Municipality of Wise Creek No. 77 has caused its seal to be hereunto affixed, attested to by its proper signing officers in that behalf this <u>13<sup>th</sup></u> day of <u>(details)</u> <u>2021</u>, 2021.

A NOVES	Rural Municipality of Wise Creek No. 77	
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In witness whereof the Admiral Grain Co. Inc. has caused its seal to be hereunto affixed, attested to by its proper signing officers in that behalf this  $\frac{15}{15}$  day of  $\frac{OGOS}{15}$ , 2021.

Admiral Grain Co. Inc.