

# For Sale by TENDER Rosetown 316 acres Grain Farmland





Grant Anderson
Grant.Anderson@HammondRealty.ca
(306) 831-9214
HammondRealty.ca



HammondRealty.ca 113 3<sup>rd</sup> Ave. West P.O. Box 1054 Biggar, SK S0K 0M0 (306) 948-5052 Office (306) 948-5053 Fax

This is an excellent opportunity to buy two quarters of heavy clay, the NE 19-29-14 W3 is located adjacent to HWY #15, about 1.5 miles (2.5 kms) east of the junction of HWY #4 and #15 on the south side of the highway. This is an excellent quarter of grainland which is well drained.

NW-29 is located just half a mile (approx. 1 km) north of NE-19. In wet years, it is accessed from the north side off a gravel road. It contains a lower area subject to flood. It is seeded in drier years. It appears to be farmable approximately 30% to 40% of the time. SAMA shows the flooded acres of approximately 54 acres. The slough is confined to the southwest corner of the quarter, so it doesn't affect the rest of the land.

Frost free period for the area is in excess of 110 days. The NE-19 is rated as a "B" soil for crop insurance. NW-29 is rated as "F" for crop insurance. It is basically the same soil but downgraded due to the flooded area. The soil on both quarters is a very good heavy clay -almost stone free.

#### **Farmland & Price Summary**

2 parcels

316 title acres (ISC)

262 reported seeded acres

#### SAMA Information

316 total acres

262 cultivated acres

54 wetland/bush acres

\$895,900 total 2025 assessed value (AV) \$453,620 average assessment per 160 acres

77.4 soil final rating (weighted average)

#### Terms and Conditions of the tender are as follows:

- 1. All offers must be received by Hammond Realty by 12:00 pm on Friday, October 31, 2025 (deadline).
- 2. Al offers received are to be left open until **12:00 pm on Friday, November 7, 2025.** All offers received will be addressed and responded to [i.e. accepted, rejected, or countered].
- 3. The Seller IRREVOCABLY directs, instructs, and authorizes Hammond Realty NOT to inform or present the Seller with any offers received until after the date and time detailed in Term 1: above.
- 4. Buyer's offer will be itemized by legal description, and any conditions of the offer must be clearly stated.
- 5. The highest, or any, offer will not necessarily be accepted.
- 6. In addition to the top offer for any individual parcel, consideration will be given to offers that provide the highest aggregate price for any combination of parcels.
- 7. Buyer must provide a deposit for 5.0% within 5 business days of acceptance of the price being offered unless otherwise agreed.
- 8. Seller will be responsible for the property taxes on the property until December 31, 2025.
- 9. Any crop unharvested or stored on the land may be harvested and removed from the land according to *The Agricultural Leaseholds Act.*



## **Detailed Description of Farmland Property**

L	.egal	l Lan	d D	escri	iptio	n	ISC	Owner		Information						SCIC		RM		
RM	Qtr.	Sec.	Twp.	Rng.	Mer.	Ext.	Title Acres	Cult. Acres	Total Acres	Cult. Acres	Hay Acres	Pasture Acres	Other Acres	2025 Assessed Fair Value (AV)	Soil Association	Soil Texture	Soil Final Rating	Class	Risk Zone	Property Taxes
287	NE	19	29	14	3	0	156.4	156	156	156	0	0	0	\$501,800	Regina	Heavy Clay	85.6	В	16	\$985.29
287	NW	29	29	14	3	0	159.9	106	160	106	0	0	54	\$394,100	Regina	Heavy Clay	65.5	F	16	\$773.82
					То	tals	316.3	262	316	262	0	0	54	\$895,900		Weighted Average Final Rating	77.4			\$1,759.11

Average per 160 acres

\$453,620

#### **SAMA Information**

This information is collected from Saskatchewan Assessment Management Agency via field sheets on each individual parcel. It includes specific information such as: assessed value, uses of soil (cultivated, arable, pasture, wetlands, etc), number of acres for each use, soil profile information including association & texture, topography, stones, salinity and soil final rating.

#### Soil Final Rating

The final rating (FR) is the productivity rating for the acres adjusted for economic factors that affect the average cost of production for specified features. The economic factors include stones, topography, natural hazards, man-made hazards, tree cover and miles to market. The final rating units are index points per acre. Soils are given a rating from 100 (best) to 0 (worst). Soils with a final rating under 30 are marginal and rarely cropped.

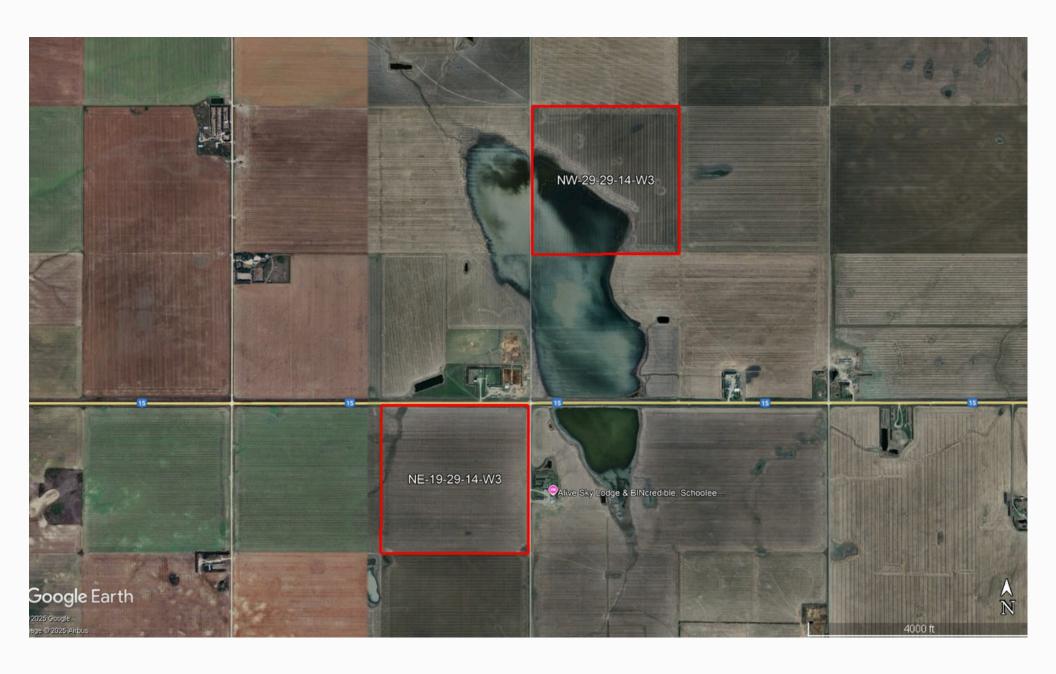
https://www.sama.sk.ca/property-owner-services/detailed-property-information

#### Saskatchewan Crop Insurance Corporation (SCIC)

SCIC gives a class rating to every quarter section in Saskatchewan to reflect its productivity. Ratings range from Class A (best) to Class P (worst). There are 23 different risk zones in Saskatchewan. Please note a class B rating in risk zone 3 does not necessarily have the same productive capacity as a class B rating in risk zone 16.

Sask Grains Risk Zones http://www.saskcropinsurance.com/resources/maps/sask-grains-risk-zone/

Parcel Crop Insurance Rating https://www.scic.ca/?/resources/calculators/generic-what-if-insurance-cost-calculators/



	415000	42	442500 1	7 435600	459800 1	421800	468600	483900	490000 1	/L 434900	CIBBINGS 443100 4	7484900	400800	Q 458000		7_345600	2384	4
o .	LAVERNE &	LAVERNE &	LAVERNE &	CHEC MOONE	DARYL DAVIS	DARYL	G & L MOORE	G & L		7		7	FORSYT	ANDERSON	PERSSON FARMS LTD	ornenou	D. ANTERIOR	Ì
C.P.R.	CRESSMAN	CRESSMAN.	COECCHAN	324700	11111111		FARMS LTD.						Number	19 LUDIO	LI LI	FARMS LTD.	AIRPORT	
302 -	215700	300200		F. DOURSE .	400400	418400	447500	441600					SIMPS0 11160	433300	325890	280,600	184900	
502	McGEE COLONY	G&L MOORE	LAVERNE &	LAVERNE &	PERRY &	JAMES & MYRNA	JAMES & MYRNA	JAMES & C				(	HER DAR	SCHEL VINC	Da M	MOORE .	ANDERSON	
	COLONI	AG. LTD.	CRESSMAN	CRESSMAN	FULLERTON	FOSTER	FOSTER	FOSTER					207200	307100	MOORE FARMS LTD.	FARMS LTD.	AG. LTD.	1
	372800	7 462500	429100	471800	431200	464600	493200 4	493200	4	4	ET	MI	N	HERSCHEL FARMING	465900	509200	473900	ď
McGEE/FISKE	McGEE COLONY	GAL MOORE	LAVERNE &	BENJAMIN &	PERRY &	KAK	JAMES & WISH POSTER 224900	POSTER 2,35600			17	744	8	D&M	GREGORY & LANA	GREGORY & LANA	PERSSON FARMS LTD.	٧
2	COLONI	AG. LTD.	CRESSMAN	ANNAMARIE CRESSMAN	PULLERTON 445700	SINCLAIR FARMS INC.	KAK :	W THE STORY	_	700	151	_		MOORE FARMS LTD.	MOORE	MOORE	PARMS LID	1
_	380800	411800	434000	465900 ● ●	1€140	426000	240500 FARM	SNCLAR 51 45 INC. 199400	-	₹O~	1			508300	497700	502000	¥82800	
H	RED EAGLE	MARK	SOL FARMS	FULLERTON FARMS LTD.	PERSSON	HARWELL FARMS INC.	CRAIG & CERRI	CRAIG & 62 GERRI (	1	,			z e	PERRISON FARMS LTD.	ANNE &	CHART SE	SHERRY	1
9	LIVESTOCK	ERNST		PARAS LIU.	AGRO	THINKS EVG.	HARVEY	HARVEY					888	A THOMAS CITY	NEUFELD	151100 2		į
Σ	465600	472000	444100	258400	482100	464900	451300	397100				1	• g 4	494900	474800	150300 23	404700	J
	M&S	RED EAGLE	SOL FARMS	FULLERTON FARMS LTD.	PERSSON FARMS LTD.	HARWELL FARMS INC.	CRAIG &	TCRAIG &	JEFFREX	RICHARD &	D & M	MARQUIS	KAREN CRAWFORD	CRAWFORD	ANNE &	ANITA SUE	MACEY FARMS LTD.	4
-	HOLDINGS	LAND & LIVESTOCK		TARAS LIU.	Dema Lin		GERRI HARVEY	GERRI HARVEY	SEIBOOD	CLAIRE SEIBOLD	FARMS LTD.	ENTERPRISES		John OND	NEUFELD	GIBBINGS	1	1
57	LTD. 446000 48	436100	460500	394900	417600	431900	456400	472700	× 244700	440800 8	477800	494600	440400	450400	413600	271000	246800	2
て / 」	24. MARK &	ROBERT		FULLERTON FARMS LTD.	73	ARNOLD MICHEL	RED EAGLE	RED EAGLE	CHRISTINE	25 CHRISTINE	FIVE C	75	LYNDA &	MARQUIS CATTLE	MARQUIS CATTLE	KIM & LORIE CORDES	TYLER &	ľ
A 4	SHARLA	FULLERTON	PARMS LIU.	PARAS LIU.	PERSSON	MICHEL	LAND & LIVESTOCK	LIVESTOCK	MANNING	MANNING	FARMS LTD.	CORDES	● MARCEL DUBOIS	ENTERPRISES LTD.	ENTERPRISES	197300 GREG &	SHERRY	I
8	443200 7	1457700	458800 7	477100	FARMS LTD. 431500 7	7 503200	482500 7	335000 11880	488600 7	419500	444200 7	C 456400 <sup>9</sup>	430800	7 1 409700	J72100 Z	CORDES157000	FENSOM 383900 7	ŀ
1	MARK & - SHARLA	ROBERT	FULLERTON	FULLERTON FARMS LTD.	K&K SINCLAIR	MICHEL	RED EAGLE	32704	CHRISTINE MANNING	CHRISTINE	26 TYLER A	MURRAY 9	211900 RON & LEXANN		MARQUIS	GAVIN &	CREG &	ì
Z Z	ERNST	FULLERTON	FARMS LTD.	Perces Lib.	FARMS INC.	more	LAND & LIVESTOCK	ARNOLD MICHEL	WANTED	MANNING	SHERRY FENSOM	CORDES 49	RON & LETANN	CORDES RON & LETANN	ENT. LTD.	LAURIE CORDES	MOORE	
00	487100	487100	481500	474800	470800	502800	435000 365	432100	491100	429900	430800	485100	214900	207900	399900	472500	498100	
C.N.A	McGEE EARMING	McGEE FARMING	ALAN FULLERTON	ALAN DILLEPTON	K&K SINCLAIR	ARNOLD MICHEL	RED EAGLE	PERSSON		CHRISTINE	FIVE C FARMS LTD.	MURRAY &	MURRAY CORDES	MURRAY CORDES	BARBARA &	HERSCHEL	PERSSON FARMS LTD.	
	001-1-1-1	CO.	FOCEENION	roughton	FARMS INC.		LIVESTOCK	AGRO. LTD.	SUNSET FARMS INC.	T. T.	rams gio.	SANDRA O	00.1023	00.000	POWELL	FARMING CO. LTD.		T
	435700	432500	487100	464600 11	HANDOOD HAS	455800	426200	450100	491100	378100	483200	506100 a	514700	Z (408600	594100	514700	514700	) 5
	McGEE -	McCEE	FULLERTON	ROBERT	FRERICHS	MICHEL	RED EAGLE	PERSSON	KIRK FENSOM	FENSOM	MARGARET LEFANRE	RONALD	CRANT &	RONALD	CORDES CORDES	KIMBERLY &	TRAVIS SANDERSON	. 1
1	CO.	FARMING CO.	I CELENION	roccorron			LAND & LIVESTOCK	FARMS LTD.	500		//	CORDES	DEBBIE	CORDES	MURRAY	CORDES 486300		1
294	434500	484300	447800	409400	445500	479900	491700	428700	261400	443900	461300	495800 -	501800	454900	131100	i i	<b>⊕</b>  495400	
237	McGEE	McCEE HUTTERIAN	McGEE	MICHAEL LEFAVRE	DARLENE ROY	23	GLENNA SPARKS	DONNA DECENHARDT	C. & W. MANN	WILLIAM & COLLEEN	MARGARET LEFANRE	BRENDA NICOLSON	BRENDA NICOLSON	BARBARA &	DARRYL ANDERSON	DARRYL ANDERSON	WEEV	!
500 500 1	HUTTERIAN BRETHREN	BRETHREN	BRETHREN	and the second	1.01	DARLENE ROY	Si Anna	DEGENTIANDI		MANN 6	terreme.		1110020011	POWELL	± 12	74.52.55.1	FARM LTD.	ľ
_	316000	290600	275000	199500	257100	352600	452400	408800	404900 )	Z 408400	386500	448700	495500	501800	416800	483000	461100	5
10	NEIL CIBBINGS	GIBBINGS	NEIL CIBBINGS	TYLER &	FENSOM	DARLENE	MICHAEL & MEAGAN SPANKS:	GLENNA	C. & W. — MANN	C. & W.	MICHAEL 4	& RITA	SOVEREIGN COLONY	CORDES	DARRYL ANDERSON	CORDES	FARM LTD.	7
	GEOGRAGO		OLUGINOS	SHERRY FENSOM		ROY	CLENNA .	SPARKS	Total Control	MANN		CLARK .	0.000	CONTRACTING				1
2	213900	281700	279900	290100	261300	293200	319900	443000	425600	396300	415000	421900	458400	507300	477500	422700	493200	1
_	RAYMOND LAMBORN	K & B ACE ENTERPRISES	NEL GIBBINGS	TYLER & SHERRY	CLENNA SPARKS	COUNTRY	KAR! ANN	KARI ANN	LOIS CLARK	GORDON .	CENTENNIAL HOLDINGS	KIRK FENSOM	KIRK FENSOW 238300	-	M-SAND SARM CORP	M-SAND FARM CORP.	D & B ACRES LTD.	1
0	67	INC.		FENSOM	74.75	FARMS INC.	PAUL	PAULL		LETOURNEAU	CORP.	377400	199400	CORDES				T
9	275600	250400	313000	7 250200	306000	6451700	265100	411400	463900	405600	359100	7 0	WARREN FENSOM	285300	322300	7350000	359100	Ì
	TYLER & SHERRY	BRADLEY	DONNA DEGENHARDT	DONNA	KARI ANN	TYLER & SHERRY	LISA & HARVEY	DONNA	GORDON LETOURNEAU	GORDON	CENTENNAL	DUINE	FENSOM	CORDES	M-SAND FARM CORP.	M-SAND	SOVEREGN	п
	FENSOM	FORSYTH		DEGENHARDT	PAULL	FENSOM	W000	DEGENHARDT	<b>■</b> 22	LETOURNEAU	HOLDINGS CORP.	FENSOM	- C	CONTRACTING	PARKE CONT.	FARM CORP.		9
292	307400	257000	163400	173600	280700	377100	258500	432400	471700	464000	408900	453700 🧓	385800	303600	283900	308000	320100	4
202	DAMID &: DEBBIE	DAVID & DEBBIE	DAVID WALKER	DAVID WALKER	GLENNA SPARKS	•	HARVEY	LISA & HARVEY	M.E. CIBSON	M.E. GIBSON	TYLER & SHERRY	WARREN FENSOM	FENSOM	MARCEL. DEVIN &	BRIAN     WIEBE	D & B ACRES INC.	SOVERBON COLONY	I
	WALKER	WALKER				CHRISTOPHER CHURCHMAN	W000	WOOD •	100000000	1000	FENSOM 53	0		JASON DUBOIS	1200	Parity 196.		
	253400	7_223600	117300	117300	256900	386700	250600	410400	493200	466400	440100	7433700	378200	379600	362700	370300	378300	d
	DAVID &:	DAMD	DAVID WALKER	DAVID	HARVEY &	TYLER &	GLENNA SPARKS	GIBSON	M.E. GIBSON	CIBSON	KATHRYN FENSOM	KIRK	KIRK FENSOM	MARCEL, DEVIN &	BRIAN WIEBE	GRACE PELLETIER	SOVEREGN :	7

#### **AGENCY DISCLOSURE - 205**

Taking the Guesswork out of Agency Relationships Developed by your Saskatchewan REALTORS® Association

REALTORS® work within a framework of legal principles called agency. REALTORS® believe that it is important that the buying and selling public understand how an agency relationship works and when it exists. This document defines agency and explains the agency duties you can expect from a REALTOR®. It serves as a prelude to any agency agreement you will enter with a REALTOR®. It will enable you to be a better informed consumer of REALTOR® services.

## WHAT IS AGENCY?

At law, agency is a specific relationship between two or more people. One person must authorize the other person to act on his/her behalf, and the other person must consent to do so. In other words, when you authorize a REALTOR® to work for you in buying or selling a property and the REALTOR® agrees, you and the REALTOR® are in an agency relationship. As a member of the public, you are probably familiar with working with individual REALTORS®. However, the agency relationship is actually between you and the REALTOR'S® brokerage. The brokerage is the real estate company, its branch offices and all of its salespeople. Therefore, when you hire your REALTOR®, the law of agency says that you hire the entire brokerage.

In case of a rental or lease transaction, the term Buyer shall include Tenant and the term Seller shall include Landlord.

In Saskatchewan, REALTORS® practice three different forms of agency: \*\*Seller's Agency \*\*Buyer's Agency \*\*Limited Dual Agency

## SELLER'S AGENCY

In Seller's Agency, a real estate company represents only the interests of the seller. Sellers typically hire a real estate company to sell their property by signing a "listing" agreement (now called the Seller's MLS® Brokerage Contract). This is the Contract that establishes the formal agency relationship between the seller and the real estate brokerage. The Exclusive Seller's Brokerage Contract will explain exactly what the seller instructs the Seller's Brokerage to do, what services the Seller's Brokerage will provide to the seller, who will pay for those services and what obligations the seller will have.

#### A Seller's Brokerage is expected to:

- obey the seller's instructions on the Exclusive Seller's Brokerage Contract and all lawful instructions of the seller;
- represent the seller's best interests;
- fully disclose known facts which might influence the seller's decisions:
- maintain the confidentiality of personal and financial information discussed with the seller even after the Exclusive Seller's Brokerage Contract expires;
- safeguard the seller's documents and money; and
- exercise reasonable care and diligence.

## BUYER'S AGENCY

In Buyer's Agency, a real estate company (brokerage) represents only the interests of the Buyer. Buyer's Agency can be established by working with a REALTOR® or by a written contract between the buyer and the brokerage called an Exclusive Buyer's Brokerage Contract. The Exclusive Buyer's Brokerage Contract will explain exactly what the buyer instructs the Buyer's Brokerage to do, what services the Buyer's Brokerage will provide to the buyer, who will pay for those services and what obligations the buyer will have.

#### In Buyer's Agency, the REALTOR® is expected to:

- obey the buyer's instructions on the Exclusive Buyer's Brokerage Contract and all lawful instructions of the buyer;
- represent the buyer's best interests;
- fully disclose known facts which might influence the buyer's decision;
- maintain the confidentiality of personal and financial information discussed with the buyer even after the Exclusive Buyer's Brokerage Contract expires;
- safeguard the buyer's documents and money; and
- exercise reasonable care and diligence.

## LIMITED DUAL AGENCY

Dual agency occurs on the sale of a property when the same REALTOR® or when different REALTOR® employed by the same real estate company (brokerage) work for both the buyer and the seller. When dual agency occurs, the brokerage's duties of confidentiality and loyalty to the seller conflict with the same duties to the buyer. Therefore, the Saskatchewan REALTORS® Association has proposed certain rules and limitations to deal with dual agency situations which are:

- That the REALTOR® will not disclose that the buyer will pay a price or agree to terms other than those contained in the offer, or that the seller will accept a price or terms other than those contained in the Exclusive Seller's Brokerage Contract.
- That the REALTOR® will not disclose the motivation of the buyer to buy or the seller to sell unless authorized by the buyer or seller.
- That the REALTOR® will **not** represent the interest of either the buyer or the seller to the advantage of one over the other.
- That the REALTOR® will <u>not</u> disclose personal or financial information of either the buyer or the seller unless authorized in writing.
- That the REALTOR® shall disclose to the buyer all material defects about the physical condition of the property known to the REALTOR®.
- That all "comparable" property information may be disclosed to both the buyer and seller at any time.

The brokerage shall disclose the dual agency to the buyer immediately before preparing an offer (Contract of Purchase and Sale) on the property for signing by the buyer. The brokerage shall disclose the dual agency to the seller immediately before presenting that offer (Contract of Purchase and Sale) to the seller for acceptance. The brokerage shall not be obligated to disclose the dual agency before the times described above.

## WHEN THERE IS NO AGENCY RELATIONSHIP

A real estate brokerage may provide services to buyers and sellers without creating buyer or seller agency. This is called "customer service". Under this arrangement, the brokerage can provide many valuable services in a fair and honest manner. This relationship can be set out in a buyer or seller customer service agreement. Real estate negotiations are often complex, and a brokerage may be providing agency and/or customer service to more than one seller or buyer. The brokerage will disclose these relationships to each buyer and seller.

## QUESTIONS & ANSWERS

- 1. Can I still list on the MLS® System?
  - Yes! Most properties are sold through an information exchange system developed by REALTORS® called the Multiple Listing Service System or MLS® System. In Saskatchewan MLS® Systems deem all REALTORS® who are not in an Exclusive Seller's Brokerage Contract with the seller to be in a Buyer Agency relationship with the buyer and acting as that buyer's REALTOR®. The seller can expect from a buyer's REALTOR® an honest representation of a buyer's offer to purchase.
- 2. Am I in an agency relationship when I look through a public Open House? You are not in a Buyer Agency relationship or Limited Dual Agency until you and the REALTOR® establish a working relationship.
- 3. If the seller's REALTOR® is working for the seller, can I trust what he/she tells me about the property?

  The seller's REALTOR® is bound by provincial legislation to treat all parties to a transaction honestly and fairly. A buyer can expect competent service, knowing the seller's REALTOR® is bound by ethics and law to be honest and thorough in representing the property for sale. A buyer can also expect from a seller's REALTOR® disclosure of pertinent information about a property, assurance that nothing about the property will be misrepresented and honest answers to all questions about the property.

## HONESTY AND INTEGRITY

The term REALTOR® refers to real estate professionals in Canada who are members of The Canadian Real Estate Association (CREA) and who subscribe to a high standard of professional service and to a strict Code of Ethics. As well, most real estate professionals in our province are members of the Saskatchewan REALTORS® Association (SRA) and through this membership are members of CREA. In Saskatchewan, only members of the SRA can call themselves REALTORS®. When you deal with a REALTOR®, you can expect not only strict adherence to provincial laws, but also adherence to a Code of Ethics. That Code is very important to you because it assures that you will receive a high standard of professional service, honesty and integrity. One of the ethical obligations embodied in the Code requires that REALTORS® disclose who they are representing in a real estate transaction:

#### **ARTICLE 2**

A REALTOR® shall fully disclose in writing to, and is advised to seek written acknowledgement from, his or her Clients and those Customers who are not represented by other Registrants regarding the role and nature of the service the REALTOR® will be providing. This disclosure shall be made at the earliest possible opportunity and in any event prior to the REALTOR® providing professional services which go beyond providing information as a result of incidental contact by a consumer.

If you have any questions about the contents of this form, contact your local real estate board/association or talk to the REALTOR® with whom you are dealing.

#### PROFESSIONAL SERVICES

Through your agency relationship with a REALTOR®, you can expect service that is loyal to your interests, obedient to your instructions, confidential, accountable, honest, and forthcoming when dealing with you and others. REALTORS® can provide you with a variety of valuable market information and assistance in the decision-making process of buying or selling real estate including, but not limited to, the following. Use a REALTOR® when you need a professional to:

#### **Explain**

- real estate terms and practices
- lenders and their policies

the correct usage of contracts

costs involved in a real estate transaction

#### Help

- establish fair market value of your property
- effectively market your property
- know your range of affordability
- obtain information about property for sale and the details on zoning, taxes, utility costs, square footage, and comparative values
- select properties to view
- view properties
- prepare contracts of purchase and sale and counter contracts
- negotiate on your behalf

I acknowledge having received and read this document and agree to the limitations of Limited Dual Agency set out herein.

From:				
		(Real Estate Co.	npany)	
Signed at	mm	dd		
Witness			Signature	
A.I.			<u></u>	 
Witness			Signature	

Trademarks are owned or controlled by The Canadian Real Estate Association (CREA) and identify real estate professionals who are members of CREA (REALTORS®) and/or the quality of services they provide (MLS®). Used under license. Copyright - For Use Only by Members of the Saskatchewan REALTORS® Association

## Farm Contract of Purchase and Sale Between:

Herein Called "Buyer"							
Name	Address	City/Town	Province	Postal Code			

## **AND**

Herein Called "Seller"								
Name	Address	City/Town	Province	Postal Code				
Powell, Barbara Louise	10279 Resthaven Dr	Sidney	ВС	V8L 3H2				
Powell, Lawrence Arthur	10279 Resthaven Dr.	Sidney	ВС	V8L 3H2				

## **Section 1. PROPERTY**

Rural Municipality of St. Andrews No.287

		Lega	al Lan	d Des	criptic	n			
Map ID	RM	Qtr.	Sec.	Twp.	Rng.	Mer.	Ext.	Farmland	Purchase Price
1	287	NE	19	29	14	3	0		
2	287	NW	29	29	14	3	0		
							Totals		

## **Section 2. THE TRANSACTION**

The above mentioned **Buyer** hereby offers to purchase the property as detailed in **Section 1**. from the above mentioned **Seller** subject to the reservations and exceptions appearing in the existing Certificate of Title for the **SUM** (**Purchase Price**) of:

=	
\$	(2.1) PURCHASE PRICE to be paid as follows:
\$	(2.2)DEPOSIT of five percent(5%) of the total purchase price of, to be

Dollars --

\$ (2.2)DEPOSIT of five percent(5%) of the total purchase price of, to be
to be deposited with the Buyer's Brokerage within 5 business days of
acceptance this offer, to be held in trust and: (a) to be credited on
the account of purchase money for the property detailed in Section 1;
or (b) other termination of this contract.
\$ (2.3) The balance of the purchase price is to be deposited with the Buyer's
Solicitor <b>BEFORE December 1, 2025,</b> to be held in trust and: (a) to be
credited on account of purchase price.

Buyers acknowledge that taxes, tax credits, payments and mortgage interest rate may be subject to revision.

## **Section 3. CONDITIONS**

This offer is **NOT** subject to any conditions.

## Section 4. TERMS

The following shall be the terms of the Contract of Purchase and Sale of the property:

- 4.1 **COMPLETION**-The closing of this purchase and sale transaction shall occur on or before twelve noon as follows: **December 1, 2025**.
- 4.2 **POSSESSION** The Buyer shall have **VACANT** possession of the property upon completion or as follows:
  - a) Land *January 1, 2026.*
  - The Seller confirms the existing land lease expires December 31, 2025.
- 4.3 **ADJUSTMENTS** Property taxes and farmland rents to be adjusted as of <u>January 1, 2026</u>. All remaining normal adjustments for the Property including but not limited to: local improvement levy and assessments, municipal charges, utilities, and surface leases shall be adjusted as of the **POSSESSION** date. All adjustable items are the **Buyer's** responsibility for the entire possession Day.

Buver Initials	Farm Contract of Purchase and Sale	Page 2 of 6	Seller Initials

- 4.4 Tender or payment of monies by the **Buyer** to the **Seller** will be by certified cheque, bank draft, cash, or Solicitor's trust cheque on or before the completion date. The **Buyer** agrees to pay to the **Seller** interest at the rate of <u>6.0 % per annum</u>, on any portion of the purchase price, less mortgages or other encumbrances assumed, not received by the Seller, his/her Solicitor or his/her Brokerage as at the completion date, the interest to be calculated from the completion date, until monies are paid to the Seller or his/her aforesaid agents. The obligation to pay interest shall not in any way affect the Buyer's obligation to close the purchase on the date referred to in clause 4.1 above.
- 4.5 The Title to the lands shall be transferred **FREE and CLEAR** of all encumbrances and liens except:

  (a) those implied by law; (b) non-financial obligations now on the title, such as easements, utility right-of-way, covenants and conditions that are normally found registered against property of this nature and which do not affect the saleability of the property; and (c) those items the Buyer otherwise agreed to assume in this contract.
- 4.6 Unless otherwise stated herein, any mineral titles for mineral commodities owned by the Seller are **NOT**INCLUDED in the Purchase Price.
- 4.7 **INSURANCE** The risk of loss or damage to the property shall lie with the Seller until the earlier of the Completion Day or the date possession is granted to the Buyer. If loss or damage to the property occurs before the Seller is paid the Purchase Price, then any insurance proceeds shall be held in trust for the Buyer and the Seller according to their interests in the property.
- 4.8 It is agreed that for tax purposes, the Seller's "Proceeds of Disposition" and the Buyer's "Cost of Acquisition" shall be allocated as detailed in Section 1 of this contract.
- 4.9 The Buyer represents and warrants to the Seller that it is a registrant, registration #\_\_\_\_\_\_\_\_ for the purpose of GST under the Excise Tax Act (Canada). The Buyer shall be liable for and shall indemnify and hold the Seller harmless from any liability relating to the GST which may be payable in respect to this transaction. The buyer agrees to self-assess, remit the GST directly to the Receiver General and comply in a timely manner with all filing and payment obligations referred to in Section 228(4) of the Excise Tax Act (Canada).
- 4.10 The Seller represents and warrants to the Buyer that: (a) the Seller has the legal right to sell the property;(b) the Seller is/are resident(s) of Canada as defined under the provisions of Section 116 of *The Income Tax Act* and will provide satisfactory evidence of such residency.
- 4.11 The Seller is not aware of any environmental defects in or contamination of the land referred to herein that is in contravention of any applicable federal or provincial statues or regulations as of the date hereof. If there are any outstanding work orders issued by an environmental authority or deficiency notices which the Seller does not repair or rectify before the date of completion, the purchaser shall be entitled to an abatement of the purchase price for the cost of repair or rectification.

Buyer Initials	Farm Contract of Purchase and Sale	Page 3 of 6	Seller Initials

- 4.12 The **Seller** and **Buyer** agree to prepare and execute promptly any documents required to complete this transaction. The **Seller** shall pay for the preparation of the Transfer of Title and the **Buyer** shall pay for the registration of the Transfer of Title under <u>The Land Titles Act</u>. The costs related to any mortgage or other financing of the purchase price, other than an Agreement for Sale, shall be paid by the **Buyer**. The **Seller** shall pay for all costs of discharging any existing mortgage or other encumbrances against the property, not assumed by the Buyer.
- 4.13 The Seller and the Buyer acknowledge that, except as otherwise described in this contract, there are **no** other warranties, representations or collateral agreements made by or with the other party, the Seller's Brokerage and the Buyer's Brokerage about the property, any neighbouring lands and this transaction, including any warranty, representation or collateral agreement relating to the size/measurements of the land and buildings or the existence of any environmental condition or problem and the Buyer hereby agrees to purchase the above described property as it stands at the price and terms and subject to the conditions above set forth.
- 4.14 TIME SHALL BE OF THE ESSENCE OF THIS OFFER/CONTRACT.

#### **Section 5. REMEDIES / DISPUTES**

- 5.1 If this offer is not accepted, the entire deposit and any other monies paid, without interest, shall be returned to the **Buyer**.
- 5.2 If this offer is accepted and the conditions in Section 3. above have not been satisfied or waived in writing by the date set forth, the entire deposit and any other monies paid by the **Buyer** shall be forthwith returned to the **Buyer**.
- 5.3 If this offer is accepted and all conditions have been removed in writing by the date set forth in Section 3. above and the **Buyer** fails to execute any required conveyance or formal documents when prepared, or fails to pay any required cash payment or comply with any of the terms in this contract, this contract shall be void at the **Seller's** option. Where the defaulting party is the **Buyer**, the deposit and any other monies shall be forthwith delivered to the **Seller's** brokerage as forfeiture to the seller.
- 5.4 The **Buyer** and the **Seller** agree that the provisions of this section are an agreement to disburse the trust funds pursuant to Section 16(a) of The Real Estate Regulations.
- 5.5 The disbursement of the deposit and other monies as agreed to above is not a prohibition from the **Buyer** or the **Seller** seeking a civil remedy for a breach of this contract.
- In the event the Buyer is a corporate body, the provisions of the Land Contracts (Actions) Act and The Limitations of Civil Rights Act of the Province of Saskatchewan are hereby waived by the Buyer upon acceptance of this agreement.

## **AGENCY**

Seller's Brokerage						
Agent	Grant Anderson					
Brokerage	Hammond Realty					
Address	113 3 <sup>rd</sup> Ave West	Box 1054				
City/Town	Biggar, Saskatche	wan S0K0M0				
Office 306-	948-5052 Fax 306	-948-5053				

Buyer's Brokerage						
Agent	Grant Anderson					
Brokerage	Hammond Realty					
Address	113 3 <sup>rd</sup> Ave West Box 1054					
City/Town	Biggar, Saskatchewan S0K 0M0					
Office 306-	-948-5052 Fax 306-948-5053					

By signing this offer the **Buyer** acknowledges having received and read the Brochure published by the Association of Saskatchewan REALTORS® entitled, "<u>Agency Disclosure</u>". The **Buyer** acknowledges having read and understood this Brochure, that it accurately describes the agreement with the Buyer's Brokerage, and that a copy of it has been received by the Buyer this date.

The Buyer and Seller herby acknowledge and accept that the Brokerage is acting as agent for both the Buyer and the Seller in a Limited Dual Agency via **same salesperson** and that the Brokerage's duties to each of them will be modified by the limitations set out in the <u>Agency Disclosure</u> brochure. The Buyer and Seller acknowledge having received, read, and understood this Brochure.

Buyer Initials	Farm Contract of Purchase and Sale	Page 5 of 6	Seller Initials

<u>Sect</u>	ion 6. OFFER			
6.1	This offer is open to acceptance by the <b>Seller</b>	up to <b>12:00 P</b>	.M. Nov.7 th	<u>, 2025.</u>
6.2	Upon acceptance of this offer within the time	prescribed in Section	on 6.1, this con	tract shall constitute a
	binding contract of purchase and sale and be	e binding upon the	parties hereto,	their respective heirs,
	executors, administrators, successors and ass	igns.		
Dated a	at (time) am / pm Month _		Day	Year
SIGNED	, SEALED AND DELIVERED in the presence of			reunto set my hand
Witnes	ss	BUYER		
Witnes	ss	BUYER		
Witnes	ss	BUYER		
Witnes	ss	BUYER		
to pay to the UNCC other shereby sufficients	eller accepts the above offer together with all its out the sale on the terms and conditions mention commissions or forfeiture and all applicable federagency agreement with respect to the proposition acting on my/our behalf in this sale, to y accepted, from the proceeds of the sale when ent authority for so doing and appoints the Selle eceive payment thereof.	s terms and conditioned herein. I/We do need herein. I/We do need and provincial taperty. I/WE FURTHY/OUR SOLICITOR pay the aforesaid taperteesable and this	further acknowled the further acknowled xes to the Seller ER HEREBY II, as indicated by xes and commissional be and corrected to the seller and corrected the seller and co	erein and covenant to edge my/our obligation is Brokerage pursuant RREVOCABLY AND y me/us below, or any ssion, less the deposit astitute my/our full and
	ot (time) am / nm Month			
Dated a	at (time) am / pm Month, SEALED AND DELIVERED in the presence of	IN WITNESS WHI		reunto set my hand
Dated a	, SEALED AND DELIVERED in the presence of	SELLER	EREOF I have he	