

4th ANNUAL

LAND AUCTION EVENT

Thursday December 12, 2013

FARMLAND LEASE AUCTION ONLY

- 3 QUARTERS RM of MEOTA - MAURICE & DENISE BELLAND
- "LEASE ONLY" Auction
- ➤ Located in the Meota area. Approx ½ hour northwest of North Battleford
- Great opportunity to add to your land base
- > 3 year term with Bidding \$ per acre
- Offered in individual parcels as noted



Lease Auction Information Memo

Dear Prospective Tenant:

Thank you for your interest in the upcoming farmland lease auction.

The purpose of this information package is to provide essential facts about the farmland that is up for lease, and about the Auction process.

All information contained within this document is believed to be accurate and correct.

However, the owners of the properties, KRAMER AUCTION SALES LTD. and KRAMER AUCTION - REAL ESTATE DIVISION INC. and its representatives make no warranties or guarantees, either express or implied, regarding the accuracy or completeness of any information contained herein. Information contained in this package was collected from sources believed to be reliable and is true and correct to the best of the owner's knowledge.

Consequently, it is up to you to verify this, any, and all information to your own satisfaction prior to any sale: Bidders must conduct and rely solely upon their own investigation and inspection of the property or properties.

In addition to thoroughly reviewing all information available we recommend that you seek legal and professional advice prior to bidding at the auction.

Also, please carefully review the Terms and Conditions of Lease included in this package

If you require additional information, please contact us at KRAMER AUCTION - REAL ESTATE DIVISION INC.

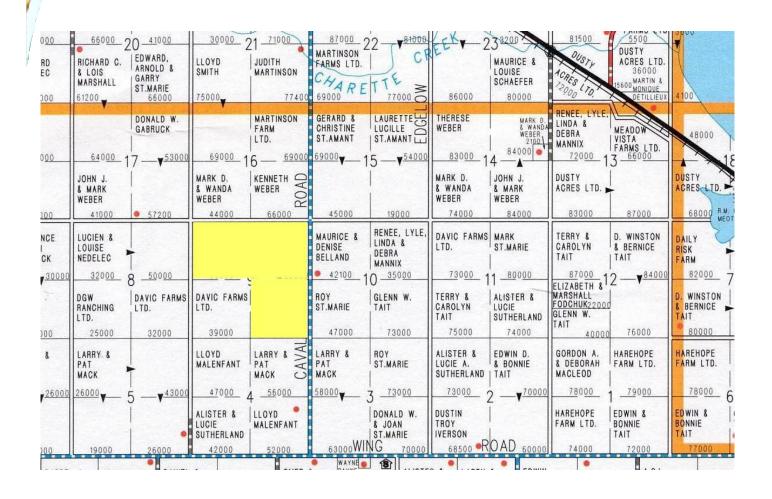
We look forward to seeing you at the auction event.

Sincerely,

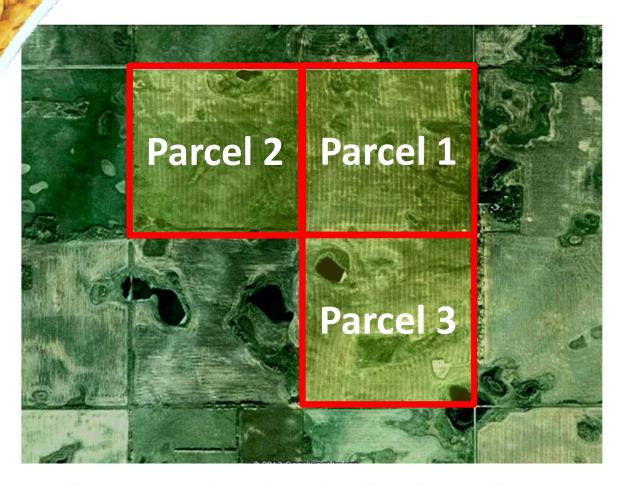
ED TRUELOVE, BROKER KRAMER AUCTION - REAL ESTATE DIVISION INC



RM of Meota #468



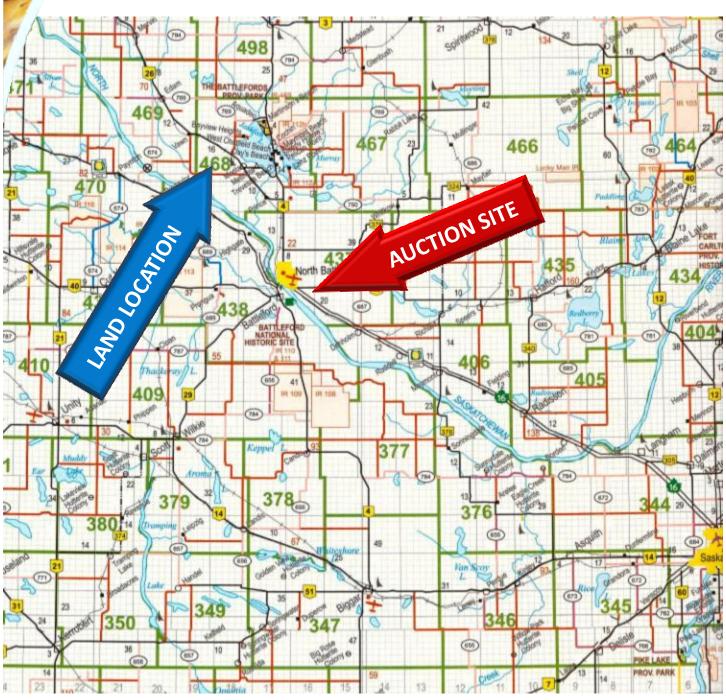




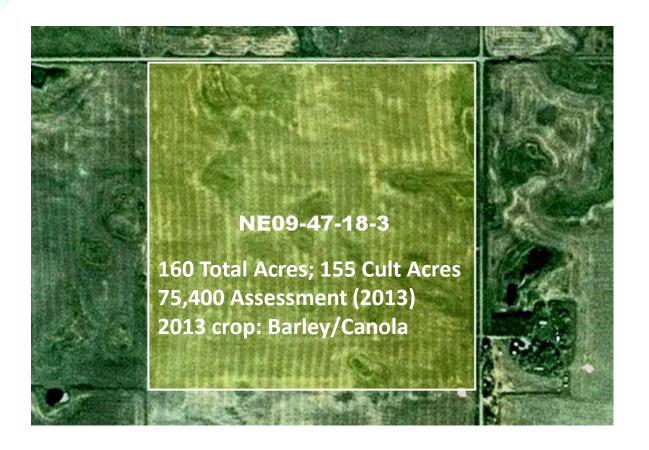
Parcel #	Legal Description	RM#	Assmt	Titled # of Acres	# of Cult Acres	Access	Past Crop Info
1	NE09-47-18-3	468	75,400	160	155		2013 Barley/Canola
2	NW09-47-18-3	468	68,400	160	150		2013 Barley/Canola
3	SE09-47-18-3	468	46,000	158	113		Wheat/Barley/Canola



SITE MAP











		Property Report		le Land			Print Date: :		DIE.	Page 1 of
		Municipality Name: M	EOTA (RM)	As	ssessment ID N	umber:	468-0008	09100	PID:	20236757
SASKATCH	IIIIa	Civio Address: Legal Location: Q'ir NE Supplementary:	Sec 09 Tp 47 Rg 18 W 3 Sup		School Division: Neighborhood: Title Acres: Puse Code: Predom Code:	203 100 160.000 Arable L	No.	Inspected Da Change Ri Year / Frozen Call Back Yea Method_in_u	eason: ID: 2 ar:	1-Aug-1984 013-58 :A.M.A Cost
Accessed &	Taxable/Exempt Values (Sur		<u>(2)</u>		2					
Description	Assessed Val	Liability ues Subdivision	Tax Class	Percentage of value	T. (1)	xable	Exempt	VA	Tax St	ahus
Agricultural	20 200000000000000000000000000000000000	5,400 1	Other Agricultural	55%		41,470			Taxab	1000
Total of Asse	essed Values 7	5,400	Tota	of Taxable/Exempt Va	alues:	41,470		70		
AGRICULTU	RAL ARABLE LAND	**				102				
Acres Land Use Productivity 0		Productivity Determ	nining Factors Economic and		sical Factors				Rating	
39	K - [CULTIVATED]	Soil assocation 1	ME - [MEOTA]	Topography	T1: Level to near	y level	- 52	9	\$/ACRE	579.22
	FIELD CROP PRODUCTN	Soil texture 1 Soil texture 2 Soil profile 1 Soil association 2 Soil texture 3 Soil texture 4 Soil profile 2 Top soil depth	FL - [FINE SANDY LOAM] SL - [SANDY LOAM] OR12 - [CHERN-ORTH (CA 12+)] ME - [MEOTA] FL - [FINE SANDY LOAM] SL - [SANDY LOAM] OR10 - [CHERN-ORTH (CA 9-12)] 4-6	Stones (qualities)	S1: None to few				Final	59.29
445	V TOUR TRAFFOR	0-0	4-6		TO 0 #					455.40
116	K - [CULTIVATED] FIELD CROP PRODUCTN	Soil profile 1 Soil association 2 Soil texture 3 Soil texture 4 Soil profile 2	ME - [MEOTA] SL - [SANDY LOAM] OR10 - [CHERN-ORTH (CA 9-12)] ME - [MEOTA] SL - [SANDY LOAM] OR10 - [CHERN-ORTH (CA 9-12)] ER25	Topography Stones (qualities)	T2: Gentle sloper S1: None to few				\$/ACRE Final	455.18 46.59
		Top soil depth								
		Top son deput	ER25							
IGRICULTU	IRAL WASTE LAND	Top son depun	ER25							



PARCEL 1















- NE 9-47-18-3
-Total acres 160
-Total Cult acres 155
-Crop History:
-2013 Canola/Barley
-Assmt - \$75,400











		Property Re	port	Property Use:	Arable La	nd			Print Date: 20	-Nov-2013		Page 1 of
		Municipality	Name: ME	OTA (RM)		A	ssessment ID Nu	mber:	468-000809	200	PID:	20236758
SASKATCH	IMa EWAN ASSESSMENT SEMENT AGENCY	Civio Address: Legal Location: Supplementary:	Qtr NW	Sec 09 Tp 47 Rg 18 W 3	Sup		School Division: Neighborhood: Title Acres: Puse Code: Predom Code:	203 100 160.000 Arable I		Change Year / Froz Call Baok Y	Reason: en ID: (ear:	01-Aug-1984 2013/-58 C.A.M.A Cost
Accessed &	Taxable/Exempt Values (er + 2,0000	2004		100000000000000000000000000000000000000	-00					
Description	Assessed		ability ubdivision	Tax Class		of value	e Taxa	able	Exempt	VA	Tax	Status
Agricultural	_	68,400	1	Other Agricultural	-	55%		37,620	V-	9100	Tao	able
Total of Asse	essed Values	68,400			Total of Ta	xable/Exempt V	alues:	37,620	(Z)			
AGRICULTUI Acres	Land Use	P	roductivity Determin	ing Factors	Ec	conomic and Phy	sical Factors		100		Rating	
150	K - [CULTIVATED]	S	oil assocation 1	ME - [MEOTA]	To	pography	T2: Gentle slopes		_		\$/ACRE	455.18
	FIELD CROP PRODUC	9 9	oil texture 1 oil profile 1 oil assocation 2 oil texture 3 oil texture 4	SL - [SANDY LOAM] OR10 - [CHERN-ORTH (CA ME - [MEOTA] SL - [SANDY LOAM]		ones (qualities)	S1: None to few				Final	45.59
			oil profile 2 op soil depth	OR10 - [CHERN-ORTH (CA ER25 ER25	(9-12)]							
AGRICULTU	RAL WASTE LAND			77. 1000								
Acres	Land Use	W	laste Type									
10	WETLANDS	W	ASTE SLOUGH BU	SH								









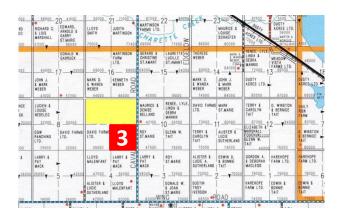




- NW 9-47-18-3
- -Total acres 160
- -Total Cult acres 150
- -Crop History:
- -2013 Canola/Barley
- -Assmt-\$68,400









		Property	Report	Property Use: Arab	le Land			Print Date: 20	-Nov-2013		Page 1 of
		Municipa	lity Name: ME	EOTA (RM)	Ass	sessment ID Nu	mber:	468-000809	9300	PID:	20236760
SASKATCHI	IMA EWAN ASSESSMENT SEMENT AGENCY	Civio Addre Legal Local Supplemen	tion: Qtr SE	Sec 09 Tp 47 Rg 18 W 3 Sup		School Division: Neighborhood: Title Acres: Puse Code: Predom Code:	203 100 158.000 Arable L		Change Year / Fro Call Back Method_I	Reason: ozen ID: k Year:	21-Feb-1996 2013/-58 C.A.M.A Cost
Accessed &	Taxable/Exempt Values	(Summary)	5070(2)(i)		1180 0010						240 11 230 100 250 100
Description	Assessed	Values	Liability Subdivision	Tax Class	Percentage of value	Taxa	able	Exempt	VA	Тах	Status
Agricultural	- 10 10	46,000	1	Other Agricultural	55%	56 89	25,300		56 56	Tao	able
Total of Asse	essed Values	46,000		Total	of Taxable/Exempt Val	lues:	25,300		÷X		
AGRICULTUI	RAL ARABLE LAND										
Acres	Land Use		Productivity Determi	Ining Factors	Economic and Physi	ilcal Factors				Rating	
			Productivity Determi	ining Factors ME - [MEOTA]	Economic and Physi Topography	ical Factors T1: Level to nearly	level	125 550		Rating \$/ACRE	346.40
Acres	Land Use	CTN	-		Topography Stones (qualities)	T1: Level to nearly S1: None to few		-			346.40 35.46
Acres	Land Use K - [CULTIVATED]	CTN	Soil assocation 1	ME - [MEOTA]	Topography	T1: Level to nearly S1: None to few 25% reduction due 10% reduction due	to SA3 - [75	The state of the s		\$/ACRE	A1
Acres	Land Use K - [CULTIVATED]	CTN	Soil assocation 1 Soil texture 1	ME - [MEOTA] SL - [SANDY LOAM]	Topography Stones (qualities) Phy. Factor 1 Phy. Factor 2	T1: Level to nearly S1: None to few 25% reduction due	to SA3 - [75	The state of the s		\$/ACRE	A1
Acres	Land Use K - [CULTIVATED]	CTN	Soil assocation 1 Soil texture 1 Soil profile 1	ME - [MEOTA] SL - [SANDY LOAM] OR10 - [CHERN-ORTH (CA 9-12)]	Topography Stones (qualities) Phy. Factor 1 Phy. Factor 2	T1: Level to nearly S1: None to few 25% reduction due 10% reduction due	to SA3 - [75	The state of the s		\$/ACRE	35.46
Acres 28	Land Use K - [CULTIVATED] FIELD CROP PRODUC		Soil assocation 1 Soil texture 1 Soil profile 1 Top soil depth	ME - [MEOTA] SL - [SANDY LOAM] OR10 - [CHERN-ORTH (CA 9-12)] 4-6	Topography Stones (qualities) Phy. Factor 1 Phy. Factor 2 Natural hazard	T1: Level to nearly S1: None to few 25% reduction due 10% reduction due WS: Waste Slough	to SA3 - [75 to F2 - [90 Rate: 0.92	: Flooding - Mode	erate]	\$/ACRE Final	35.46
Acres 28	Land Use K - [CULTIVATED] FIELD CROP PRODUC K - [CULTIVATED]		Soil assocation 1 Soil texture 1 Soil profile 1 Top soil depth Soil assocation 1	ME - [MEOTA] SL - [SANDY LOAM] OR10 - [CHERN-ORTH (CA 9-12)] 4-6 ME - [MEOTA]	Topography Stones (qualities) Phy. Factor 1 Phy. Factor 2 Natural hazard Topography Stones (qualities) Phy. Factor 1	T1: Level to nearly S1: None to few 25% reduction due 10% reduction due WS: Waste Slough T2: Gentle slopes S1: None to few 10% reduction due	to SA3 - [75 to F2 - [90 Rate: 0.92	: Flooding - Mode	erate]	\$/ACRE	35.46
Acres 28	Land Use K - [CULTIVATED] FIELD CROP PRODUC K - [CULTIVATED]		Soil assocation 1 Soil texture 1 Soil profile 1 Top soil depth Soil assocation 1 Soil texture 1	ME - [MEOTA] SL - [SANDY LOAM] OR10 - [CHERN-ORTH (CA 9-12)] 4-6 ME - [MEOTA] SL - [SANDY LOAM]	Topography Stones (qualities) Phy. Factor 1 Phy. Factor 2 Natural hazard Topography Stones (qualities)	T1: Level to nearly S1: None to few 25% reduction due 10% reduction due WS: Waste Slough T2: Gentle slopes S1: None to few	to SA3 - [75 to F2 - [90 Rate: 0.92	: Flooding - Mode	erate]	\$/ACRE	35.46
Acres 28	Land Use K - [CULTIVATED] FIELD CROP PRODUC K - [CULTIVATED]		Soil assocation 1 Soil texture 1 Soil profile 1 Top soil depth Soil assocation 1 Soil texture 1 Soil profile 1	ME - [MEOTA] SL - [SANDY LOAM] OR10 - [CHERN-ORTH (CA 9-12)] 4-6 ME - [MEOTA] SL - [SANDY LOAM] OR10 - [CHERN-ORTH (CA 9-12)]	Topography Stones (qualities) Phy. Factor 1 Phy. Factor 2 Natural hazard Topography Stones (qualities) Phy. Factor 1	T1: Level to nearly S1: None to few 25% reduction due 10% reduction due WS: Waste Slough T2: Gentle slopes S1: None to few 10% reduction due	to SA3 - [75 to F2 - [90 Rate: 0.92	: Flooding - Mode	erate]	\$/ACRE	35.46





















- SE 9-47-18-3
- -Total acres 158
- Total Cult acres 113
- 2013 Crop History:
- Canola/Barley/Wheat
- Assmt-\$46,000

Cash Lease Agreement

This Lease made in duplicate the 12 day of DECEMBER, 2013

between

Maurice & Denise Belland

		of	
	Me	ota, SK.,	
hereinafter called the "la		ne registered owner of La	nd described below,
		and	
		of	
	hereinafter c	alled the "tenant."	
1. Witness that in consideration this lease on the part of the tenar lease to the tenant the following that is to say:	nt to be paid, ob	served and performed, the	e landlord does hereby
lease land described below: Land description: Cu	: ult Acres:	Last years crop:	Notes:
or, see Schedule "A" attach	ned		
Total cultivated acres to be use hereinafter called "the land."	ed for lease calc	culation = 418+/- acres	
☐ The following described land	d / buildings to l	be excluded from this agre	eement:
Lease is for cropland only			
2. Term			
This lease shall continue in forcyears, from the 1 day of April, 2		<u>-</u>	uring the term of three
3. Rental			
The tenant will pay to the landle plus 5% G.S.T., (less any depose cultivated acres during the said	it paid in the exc		for the use of 418+/-
Lease Payment Terms: Annual lease total to be paid on year for the remaining term of the		1, 2014 and thereafter on	or before April 1 of each
. ~			

4. Saskatchewan Laws Apply

The contents of this agreement shall for all purposes be construed according to the laws of the Province of Saskatchewan and any cause of action arising hereunder shall be entered and tried in the judicial centre serving the area of Saskatchewan in which the land of this agreement is located.

5. Landlord and Tenant Definitions

The terms "landlord" and "tenant" shall include their heirs, executors, administrators, successors and assigns in the singular or plural number and feminine or masculine gender when the context or the parties so require and all the covenants shall be construed as being joint and several.

6. Cropping Plans.

The tenant shall make all decisions with respect to growing crops or raising livestock on the land unless stated otherwise in this agreement, and as such the tenant shall be responsible for all costs of farming the said land unless stated otherwise in this agreement.

7. Resource Protection.

The tenant shall:

- a) cultivate, seed, control weeds, insects and disease, harvest crops on the land in a sustainable manner;
- b) use pesticides in accordance with labelled directions; and
- minimize soil loss from erosion with the use of, but not limited to, crop residue management, conservation tillage, zero- till practices, grassed waterways, strip cropping, or other accepted conservation practices.

The tenant shall not:

- a) overload nutrient levels on the land or adjacent water bodies;
- b) allow pesticide to drift on to non target lands, including adjacent crops, & shelterbelts
- c) accumulate, permit or allow the accumulation of any waste material, debris, refuse or garbage; or
- d) allow any site contamination such as, but not limited to, chemicals, oil spills, hydro carbons or any other waste materials on the land or adjacent water bodies.
- e) grow consecutive Canola crops on the land

8. Pesticides

The tenant will make all decisions on which pesticides are to be used on crops grown on the land.

9. Use of the Land

The tenant will use the lands and premises for the purpose of growing crops or forages and the tenant shall not, without the written consent of the landlord:

- a) sublet, or assign this lease, or any part thereof, or any interest therein without obtaining the written consent of the landlord to the sublease or assignment;
- b) change the natural course of any waterways on the said land;
- c) cut down trees growing upon the land, nor will he permit any other person to do so;
- d) allow the entry of any persons for the purpose of outfitting, eco-tourism, picking of berries or flowers or any such plant materials;
- e) remove any sand, gravel, clay, stone or other such substances existing on, or under the surface of said land; or
- f) bring into cultivation any new lands.

10. Crop Residues and Fire

Crop residues including straw, chaff and stubble remaining after harvesting the crops on the land shall not be burned, baled or otherwise removed, used or disposed of without the consent of the landlord.

11. Weed Control

The tenant shall control all noxious weeds on the subject lands and maintain all summerfallow in a reasonably weed-free condition.

12. Crop Insurance

With respect to the Saskatchewan Crop Insurance program, tenant has the option to take a Crop Insurance contract and in so doing shall absorb the total cost of coverage and receive all the benefits..

13. Other Insurance

Insurance on all leased buildings in this agreement shall be the responsibility of the landlord. The tenant shall be responsible for any damage to the buildings resulting in their use by the tenant during the term of the lease. The tenant shall make their own arrangements regarding other production and all risk insurance and in so doing shall absorb the total cost of coverage and receive all the benefits..

14. Storage of Grain

The Tenant to provide grain storage.

15. Government Income Support Payments and Subsidies

In the event that any payment, subsidy or other reimbursement is made under any government agency or any marketing agency in connection with income support to the actual producer of crops grown on the leased lands during the term of this lease, the payments identified with the leased land shall be paid to the tenant unless otherwise agreed upon.

Should such payment, subsidy or other reimbursement be made to the landowner during the term of this lease, the payments shall be paid to the landowner unless otherwise agreed upon.

Where contributions are required for entitlement to any payment, subsidy or reimbursement the landlord and tenant shall mutually agree as to the sharing of the costs and income.

16. Compensation for Oil and Gas, Utilities, Roads, and Rights-of-Way

Compensation for reasons such as, but not limited to, property damage and inconvenience from oil and gas exploration, pipeline development, power and telephone line installations, or road construction, shall accrue to the party that has suffered the loss. The landlord will have the final say on who has suffered the loss except as follows:

- a) where the compensation is for crop damage, the compensation will be paid to the tenant.
- b) where the compensation is for work completed by the tenant such as, but not limited to, fence re-construction, grass reseeding or top soil levelling, the compensation will be paid to the tenant.
- c) where the compensation is for the creation of a nuisance situation such as, but not limited to, gates left open, dust or noise, the compensation will be paid to the tenant.
- d) where the compensation is for a decrease in the land's value such as, but not limited to, loss of acres from the development, severing a parcel of land or top soil disturbance, the payment shall be made to the landlord.

17. Taxes

The cost of all municipal and school taxes on the land included in this lease shall be paid by the landlord.

18. Improvements

The tenant shall not make major improvements, other than what is considered normal repair and maintenance, to the leased land or any other assets identified in this agreement without written permission of the landlord. Major improvements, which without restricting the generality of the term, shall include: water development, erosion control, fencing and building construction, clearing, breaking and seeding to pasture and hayland. Such consent shall be attached to and form part of the lease agreement. The amount of compensation shall be an amount agreed upon by the landlord and tenant.

Title to all improvements shall vest in the landlord and no improvements shall be sold, removed, disposed of or encumbered without the written consent of the landlord.

19. Repair of Buildings, Fences and Improvements

Responsibility for normal maintenance and repair to buildings, fences and improvements shall be as follows:

Tenant's Responsibility (list items):

- Repair any damage caused by tenant during term & leave area clean at termination of lease of any debris
- Remove temporary bins and leave area clean at termination of lease.

Landlord's Responsibility:

• Maintain existing fences.

20. Grain Stored on Land at Commencement of Lease

In the event that marketing facilities prevent the landlord from delivering the grain previously grown and stored on the said leased premises at the commencement of this lease, it is agreed that such undelivered grain may be stored on the said land for a period not exceeding seven months (Aug 1st) after the commencement of this lease without charge for storage or interference from the tenant. However, the landlord must not deliver any other grain in priority to the grain stored on the leased premises. During this period, the landlord has the right to entry to obtain any grain which he has stored on the said property.

21. Grain Stored on Land at Termination of Lease

In the event that the harvesting and marketing conditions prevent the tenant from delivering the grain grown and stored on the leased land during the term of this lease, such grain may be harvested and removed from the landlord's property according to *The Agricultural Leaseholds Act*.

22. Protection of Land Against Liens, Charges, etc.

The tenant shall protect the said land and indemnify the landlord in regard to any and all liens and charges by reason of or in any way accruing from the construction of any building or the making of any improvements thereon done by or on behalf of the tenant.

23. Protection of Landlord Against Claims, Liabilities, etc.

The tenant shall indemnify and save harmless the landlord against all claims, liabilities, demands, damages or rights or causes of action whatever made or asserted by anyone arising out of or incidental to this indenture or use or occupancy of the said lands and premises.

24. Bankruptcy or Insolvency of Tenant

That if the term hereby granted or any of the goods and chattels of the tenant or his assigns shall be at any time seized or taken in execution or in attachment by any creditors of the tenant or his assigns, or if the tenant or his assigns shall make any assignment for the benefit of creditors, or becoming bankrupt or insolvent, shall take the benefit of any Act that may be in force for bankrupt

or insolvent debtors, or if any writ of execution shall issue against the goods and chattels of the tenant or his assigns, the then current year's rent shall immediately become due and payable, and the said term shall immediately become forfeited and void at the option of the landlord.

25. Default, Breach or Non-observance of Contract by Tenant

That if the rent reserved or any part thereof be in arrears whether such rent has been demanded or not, or if there be default, breach or non-observance by the tenant at any time or times of any covenant, proviso, condition or reservation herein contained, which on the part of the tenant ought to be observed or performed, whether such covenant be positive or negative, or if there be any seizure or forfeiture of the said term for any of the causes herein specified, then the landlord or his agents may enter upon the said lands and premises and thereafter have, possess and enjoy them as if his indenture had not been made, and no acceptance of rent subsequent to any breach or default other than non-payment of rent nor any condoning, excusing or overlooking by the landlord on previous occasions of breach or defaults similar to that for which re-entry is made shall be taken to operate as a waiver of this condition, nor in any way defeat or affect the rights of the landlord herein.

26. Tenant's Peaceful Surrender of Land at Expiration of Lease

The tenant shall at the expiration of the said term or other sooner determination of this lease peaceably and quietly leave, surrender and yield up onto the landlord the said lands and premises in good and sufficient repair, reasonable wear and tear and damage by fire, lightning and tempest only excepted.

27. Tenant's Access to Property

If the tenant fulfils the terms and conditions of this agreement, the tenant shall and may peaceably possess and enjoy the said land for the said term, without any interruption or disturbance from the landlord or any representative of the landlord.

28. Landlord's Access to Property

The landlord or a representative of the landlord has the right at all reasonable times to attend and inspect the said property. The landlord reserves the right of entry and exit over and upon the land in this agreement to use any land and buildings expressly excluded from this agreement. The Landlord and the family of the Landlord shall maintain hunting rights on the property once crop is removed.

29. Failure to Carry out Lease Provisions

If either party shall fail in any respect to carry out any of the provisions of this lease agreement, the other may have the same done, and the costs shall be paid by the party failing to carry out the said provisions.

30. Renewal

The tenant to have the first option to negotiate a lease renewal for a further term of 3 years or as otherwise may be agreed to by the parties executing a renewal statement.

31. Incoming Tenant

An incoming tenant, purchaser or the landlord shall have the right to enter on the land contained in this agreement after harvest in the fall preceding the expiration of the said term for the purpose of preparing the land for crop.

32. Arbitration

The landlord and tenant may by mutual agreement submit any disagreement, which may arise with respect to the terms and conditions of this lease to arbitration in accordance with *The Arbitration Act*.

33. Termination	
The landlord and tenant may mutually agree	e to terminate this lease at any time.
	ditions, restrictions and covenants above set forth.
In Witness whereof the parties have set their	r hands and seals this 12 day of December AD 2013.
SIGNED, SEALED AND DELIVERED IN	THE PRESENCE OF:
(As to the execution by landlord)	(Signature of Landlord)
AND IN THE PRESENCE OF:	
(As to the execution by tenant)	(Signature of Tenant)

GENERAL TERMS & CONDITIONS

ALL ANNOUNCEMENTS ON AUCTION DAY TAKE PRECEDENCE OVER PREVIOUSLY ADVERTISED INFORMATION

The Terms and Conditions of Auction are set forth in this Bidder's Packet. The information set forth is believed to be accurate. However, the Lessor(s) of the property and Kramer Auction Sales Ltd make no warranties or guarantees expressed or implied. Information contained in this document was collected from sources deemed to be reliable and is true and correct to the best of the writer's knowledge. Auctioneers and Lessors will not be held responsible for advertising discrepancies or inaccuracies. Prospective bidders are advised to consult with a lawyer of their choice with respect to the rental of any real property including, but not limited to, seeking legal advice from their own lawyer regarding disclosures and disclaimers set for the below.

PROPERTY TO BE LEASED WITHOUT WARRANTY

All dimensions and descriptions are approximations only, based upon the best information available and are subject to possible variation. Sketches may not be drawn to scale and photographs may not depict the current condition of the property. Bidders should inspect the property and also review all pertinent documents and information available, as each bidder is responsible for evaluation of the property and shall not rely upon the Lessors or Auctioneer, their employees or agents. The property will be leased AS IS and without any warranties or representations, express or implied.

BIDDER REGISTRATION

All bidding is open to the public, and you must be registered to bid.

SUCCESSFUL BIDDER

The successful bidder shall be determined by competitive bidding. Should any dispute arise between bidders, the auctioneer shall have the right to make the final decision to either determine the successful bidder or to re-offer the property that is in dispute. The auction will be recorded and the auctioneer's records shall be conclusive in all respects.

POSSESSION

Possession will be as stated in the lease agreement.

ENVIRONMENTAL DISCLAIMER

The Lessors and Auctioneers do not make any warranty with respect to the existence or nonexistence of any pollutants, contaminants or hazardous waste prohibited by federal or local law. Bidder is responsible for inspection of the property prior to the auction. No warranties are made as to the existence or nonexistence of waters wells on the property, or the condition of any wells.

LESSORS PERFORMANCE

The Lessor has agreed to the terms of the auction as published. However, the Auctioneers make no warranties or guarantees as to the Lessors performance.

AGENCY DISCLOSURE

Kramer Auction Sales Ltd is representing the Lessors and will be paid by the Lessors.

SPECIAL AUCTION TERMS AND REGISTRATION INFORMATION

- Term of Lease Agreement will be 3 years. A sample Lease Agreement is available and will be posted on the website as soon as possible.
- It is understood that the Lessor is the owner of the property and the Lessee wil be the Tenant of the said property.
- The successful bidder will be required to sign the Lease Agreement with <u>a non-refundable deposit of 20% of the first year's lease amount</u> at the close of the auction made payable to Kramer Auction Sales Ltd. The balance of the 2014 lease will be due April 1, 2014 and will be paid direct to the Lessor. <u>Lessees who are unable to pay the balance by April 1, 2014 will forfeit their deposit</u>. Lease payments for 2015 and 2016 will be required to be paid as per terms of the lease agreement and will be paid directly to the Lessor. This Lease Auction is not subject to financing. Bidders must have financing arranged prior to the Auction.
- The described lands will be offered in Parcels as decribed. The lease will be offered by public auction with bidding conducted "\$ by the acre".
- The Lessor or Kramer Auction Sales Ltd. do not guarantee any acre amounts. Acres amounts have been supplied by the Lessor. All bids will be made "by the acre" using the acres noted.
- Land maintenance is Lessee's responsibility (e.g., picking rocks)
- Inclusions / Exclusions: This lease is for cropland acres only. No bales to be made without permission from the Lessee.
- Consecutive Canola not to be grown on cropland without permission of Lessor.
- The Lessor and the family of the Lessor shall maintain hunting rights on the property once crop is removed.
- LEASE RATHER THAN FEE SIMPLE INTEREST Bidders expressly acknowledge and understand that they are bidding on a leasehold and not a fee simple interest in the Leasehold Property. All of the Lessee's rights and obligations in respect of the Leasehold property are set out in the form of a Lease Agreement provided by the Lessor and made available for review by the auctioneer. The Auctioneer makes no representations or warranties concerning the terms of the Lease Agreement, and expressly disclaims any liability with respect to any claims arising there from. All bidders are responsible for reviewing and satisfying themselves as to the terms and conditions of the Lease Agreement prior to bidding.
- PROPERTY "AS IS" the Lessee shall accept the Leasehold Property in an "as is" condition and the Lessee specifically agrees that neither the Lessor nor the Auctioneer makes any representations or warranties, express or implied, to the Lessee as to the condition or fitness of the Leasehold Property, environmental or otherwise, or any improvements thereon. All descriptions, measurements and acreage provided by the Lessor and the Auctioneer are to be used as a guide only. The Lessee shall have satisfied himself as to the location and condition of the Leasehold Property, and all descriptions with respect thereto, prior to bidding.