



REAL ESTATE
DIVISION INC

Box 1807, North Battleford, SK S9A 3W8
Office Location: 3 miles east of North Battleford, SK along Highway #16.
Phone 306-445-5000 • Fax 306-445-5003 • Toll Free 1-800-529-9958

REAL ESTATE AUCTION

12 noon, Thursday, July 5th, 2012



Glaslyn, SK

Beautiful Glasyn area acreage

Call Kramer Auctions for viewing information

***BIDDER
INFORMATION
PACKAGE***

Purchase Information Letter

Dear Prospective Purchaser:

Thank you for your interest in the upcoming real estate auction.

We have prepared information included in this document on behalf of the seller, to assist you in performing your own due diligence of the property or properties.

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

However, neither the seller, its affiliates, agents, nor KRAMER AUCTION - REAL ESTATE DIVISION INC. or its representatives make any warranties or guarantees, either express or implied, regarding the accuracy or completeness of any information contained herein.

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 Sale 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

Property Location - SAMA Maps

RM of Parkdale



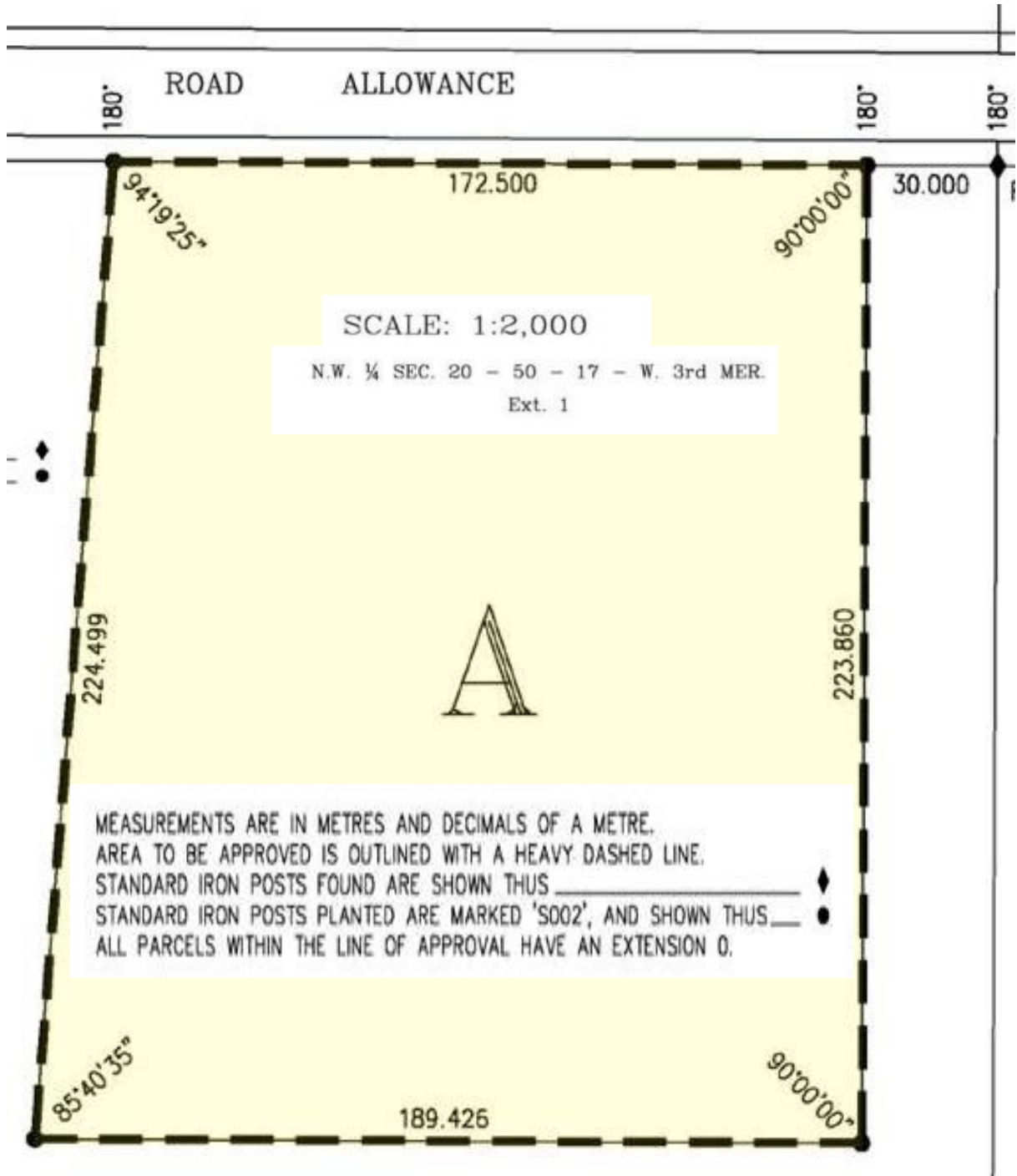
Property Location - SAMA Maps

RM of Parkdale



Property Description - ISC Plot Plan

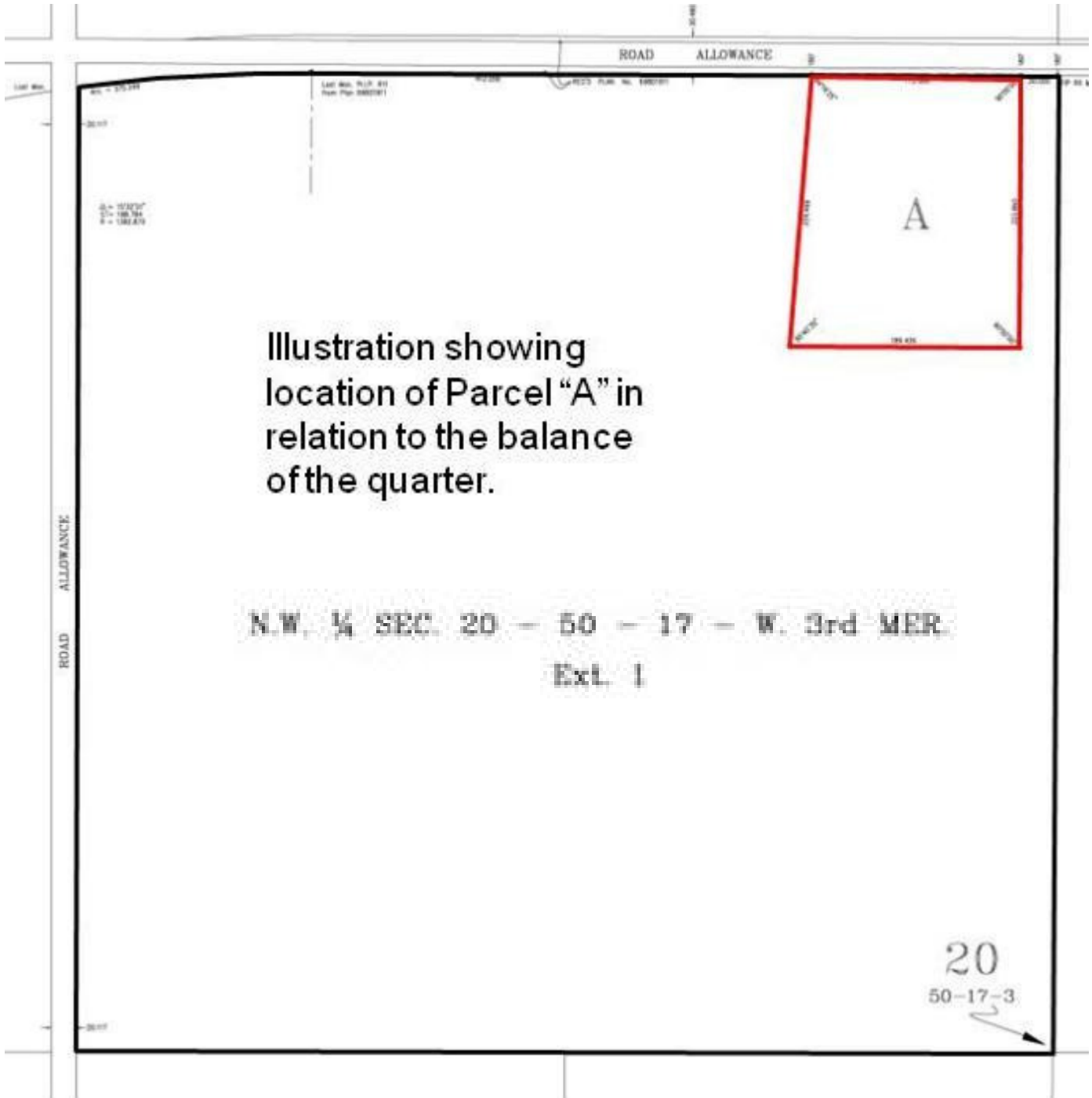
Parcel "A" NW20-50-17-W3 RM of Parkdale 498, Glaslyn, SK



The above information is from sources believed to be reliable but should not be relied upon without verification.
Kramer Auctions – Real Estate Div Inc assumes no responsibility for its accuracy.

Property Description - ISC Plot Plan

Parcel "A" NW20-50-17-W3 RM of Parkdale 498, Glaslyn, SK





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View from Above!



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House Exterior



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House Interior





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House Interior



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DETAILED PROPERTY DESCRIPTION

AT A GLANCE. . .

- Mature 10-acre acreage 45 minutes north of North Battleford with 1305 sq.ft. well-maintained fully-developed 4-bedroom, 2- bathroom bungalow.
- Attached solarium with hot tub.
- Extra large, heated garage within steps of the house.
- Large Metal Quonset

LOCATION:

Just off of highway #4, along the Mervin grid road (#794). 2 miles South & 4 miles West from Glaslyn. 30 minutes to Spiritwood, 30 minutes to Turtle Lake, 30 minutes to Provincial Park and Jack Fish Lodge for fine dining and 18 hole golf course. School bus comes to the front door!

HOUSE:

- Recently renovated custom kitchen features oak cabinetry, updated counter tops, walk-in pantry.
- Main floor laundry with utility sink, updated oak cabinets and newer counter tops.
- Hardwood floors throughout the main floor living room, hallway and master bedroom.
- Newer carpet in bedrooms 2 & 3, high-quality linoleum in main bathroom, kitchen and dining and utility room.
- Fully developed lower level with office, bedroom, bathroom, large recreation and family room, plenty of storage including a large coldroom.
- High- efficiency furnace installed in 2010 (variable speed fan, with electronic pollen & dust filter).
- Central humidifier (electronic Honeywell central steam humidifier) installed in 2010.
- Triple pane high-efficiency windows throughout the house (Loewen casement crank windows).
- Central air conditioning, central vacuum, large water softener & conditioner.
- Wired for alarm system monitoring in both house & garage, high speed wireless internet, and satellite TV.
- Surrounded by a mature shelter belt, the house exterior has maintenance-free stucco, windows, fascia and soffits.
- New 35 yr. fibre glass asphalt shingles installed in 2010.

SOLARIUM:

- 16' X 22' solarium with 4-person hot tub attached to house.
- 5' sliding patio door with a sliding screen door, slider windows and screens.
- Plenty of natural light is great for growing plants and evening entertainment or just for relaxation.

GARAGE & QUONSET:

- 30ft. from the house is a 1250 sq. ft. metal clad insulated and drywalled double detached heated garage (shop) with automatic doors and 10 ft. walls.
- Quonset is 44' X 70' with 100amp electrical service with lights and plugs which would be great for storage or work area.
- All underground electrical wiring.

WATER & SEWAGE:

- The water source is a 196 ft. drilled well with ample water, drilled by Elk Point Drilling from North Battleford.
- The sewer system is a septic tank with a pump out.



MLS®# : **425223** Address : **Grid Road 794**
Status : **Active** Area/Sub Area: **B6/GI-Glaslyn**



City/Town : **Glaslyn**
Type : **Single Family Dwelling**
Style : **Bungalow**
Lot Size : **10.00 X Acres**
App Size : **1,305/1** Built : **1972**
Zone : **Acreage** Poss: **30 Days**
Postal: **S0M 0Y0** PCDS : **Yes**
Tax : **\$** GST : **Don't Know**
T. Year : **2012**
Legal : **Pt NW20-50-17-3**
List Date : **03/16/2012**
Garages : **Double Detached Garage, Parking Spaces**
Parking : **Single Drive**
Exterior : **Siding, Stucco**
Roof : **Asphalt Shingles**

[Map with Virtual Earth](#)
[View Supplements](#)

No. of Bedrooms : **3** No. of Bathrooms : **1** No. of Rooms : **13**

Level	Room	Size	Floor Cov	Basement :	Basement
Main	Living Room	12X 24	Wd	Basement Wall :	Block
Main	Kitchen	9X 12	Li	Heating :	Oil, Forced Air, Electric
Main	Bedroom	10.5X 13	Wd	Water Heater :	Included
Main	Bedroom	9.3X 9.6	Ww	Heater Type :	Electric
Main	Bedroom	9.7X 12.8	Ww	Water Softener :	Included
Main	4-Pc Bath	7X 9.6	Li		
Main	Laundry	7.4X 9.3	Li		
Main	Dining Room	10X 13	Li		
Main	Sun Room	16X 22	Ce		
Basement	Recreation Room	15X 23	Ww		
Basement	Den	9.8X 13	Ww		
Basement	Den	10.4X 8.6	Ww		
Basement	Storage	7.4X 9.6	Ce		

Features : **VAC. BLT IN/ATT, VAC POWER NOZZLE, ALARM SYS RENTED, DISHWASHER BI**
Outdoor Area : **PATIO(S), LAWN FRONT, LAWN BACK, TREES/SHRUBS, OTHER**
Comments :

BEAUTIFUL GLASLYN-AREA ACREAGE: Mature 10-acre acreage 45 minutes north of North Battleford with 1305 sq.ft. well-maintained fully-developed 4-bedroom, 2- bathroom bungalow. Attached 16' X 22' solarium w 4 place hot tub. Extra large, heated garage within steps of the house. Recently renovated custom kitchen w oak cabinetry, updated counter tops, walk-in pantry. Main floor laundry. 5 appliances. High- efficiency furnace installed in 2010 (variable speed fan, with electronic pollen & dust filter). Central humidifier (electronic Honeywell central steam humidifier) installed in 2010. 1250 sq. ft. metal clad insulated and drywalled double detached heated garage - 10' walls; 44' X 70' quonset w 100amp service (see Supplements)

Listing Broker : **KRAMER AUCTIONS-REAL ESTATE DIV.**



**ASSOCIATION OF SASKATCHEWAN REALTORS®
PROPERTY CONDITION DISCLOSURE STATEMENT**

Developed & Provided by the Association of Saskatchewan REALTORS®. Revised 2010

INFORMATION ABOUT THE PROPERTY CONDITION DISCLOSURE STATEMENT

This information is included for the assistance of the parties only. It does not form part of the Property Condition Disclosure Statement (Disclosure Statement).

SELLERS may refuse to complete a Disclosure Statement or may choose to answer only certain questions. **Failure or refusal to complete a Disclosure Statement does not exempt the SELLERS from any legal requirement to disclose known defects.** BUYERS are free to draw their own inferences from the SELLER'S decision not to answer a question or not to complete a Disclosure Statement.

SELLERS are responsible for the accuracy of the answers in this Disclosure Statement. SELLERS should answer "Do Not Know" or "Does Not Apply" if the SELLERS are not certain of the correct answer. It is important that SELLERS do not answer "Do Not Know" or "Does Not Apply" if, in fact, they know the answer. Each answer must provide all relevant information known to the SELLERS. While SELLERS are not required to disclose defects which are obvious on a simple visual inspection of the property by a BUYER, for their own protection, SELLERS are encouraged to disclose all known defects.

For certain questions, the "Do Not Know" answer is not available. In those questions, SELLERS are only required to disclose problems or defects that they are personally aware of. In answering those questions, SELLERS will not be liable for failing to disclose defects if the SELLERS had no personal knowledge of the defect.

SELLERS should complete the Disclosure Statement in their own writing to avoid a misunderstanding. SELLERS who request a REALTOR® to assist in completion of a Disclosure Statement must understand that the REALTOR® will not verify the information provided by the SELLER. REALTORS® may assist SELLERS by explaining the meaning of the questions in the Statement but REALTORS® shall not provide answers to the questions, only SELLERS shall.

The SELLER may be held legally responsible to the BUYER for the accuracy of his answers in this Disclosure Statement if:

1. this form is incorporated in the Contract of Purchase and Sale (see suggested wording below); or
2. the information in this Disclosure Statement induced the BUYER to buy the property.

If the BUYER is relying on this Disclosure Statement, the BUYER should incorporate it in the Contract of Purchase and Sale by inserting the following wording in the Contract of Purchase and Sale:

"The attached Property Condition Disclosure Statement dated _____ is incorporated into and forms part of this contract."

BUYERS SHOULD MAKE THEIR OWN INQUIRIES

BUYERS are strongly urged to make their own inquiries after receiving a Disclosure Statement, keeping in mind that:

1. the SELLER'S knowledge of the property may be incomplete or inaccurate;
2. in some cases, it may not be possible to claim against the SELLER if the SELLER cannot be found or is insolvent or bankrupt or if the legal costs of pursuing the claim are too high;
3. some SELLERS may simply not know the answers to some of the questions in this Statement or may not have sufficient expertise to provide a BUYER with the information the BUYER requires; and
4. in some of the answers, the SELLER is only obligated to disclose defects that he is personally aware of, there may be defects that the SELLER is not aware of and therefore has not disclosed.

Prudent BUYERS will use this Disclosure Statement as the starting point for their own inquiries. BUYERS are urged to carefully inspect the property and, if desired, to have the property inspected by an inspection service of their choice, at their expense.

BUYERS can hire an independent inspector to examine the property to determine whether defects exist and to provide an estimate of the cost of repairing problems that have been identified on a Disclosure Statement or on an inspection report.

I have read and understand the above information.

Buyer

Buyer

Seller

Seller

The SELLER'S BROKERAGE has explained the potential implications of not completing the PCDS and the seller has chosen to decline completing the PCDS form.

Seller

Seller



**ASSOCIATION OF SASKATCHEWAN REALTORS®
PROPERTY CONDITION DISCLOSURE STATEMENT**

Developed & Provided by the Association of Saskatchewan REALTORS®. Revised 2010

SELLER(S): Bohdan and Darlene Danyliw

DATE OF DISCLOSURE: March 6, 2012

The following is a statement made by the SELLERS concerning the condition of the property located at:

Box 291 Glaslyn

S0M 0Y0

SELLERS should read the information about this Property Condition Disclosure Statement on the first page of this form before answering the questions below.

Seller _____ is hereby authorized to **initial** responses below on behalf of all SELLERS.

SELLER Signature _____

SELLER Signature _____

THE SELLERS MUST INITIAL EACH RESPONSE.

1. WATER SUPPLY AND WASTE DISPOSAL	YES	NO	DO NOT KNOW	DOES NOT APPLY
a) Are the dwellings connected to a public (City/Municipal) sewer system?		✓		
b) Are the dwellings connected to a private sewer system? If private, describe. <u>Septic, pump out</u>	✓			
c) Are you aware of any problems with the sewer system?		✓		
d) Are the dwellings connected to a public (City/Municipal) water system?		✓		
e) Are the dwellings connected to a private (e.g. well or shared well) water system? If private, describe. <u>Deep Well, drilled</u>	✓			
f) Are you aware of any problems re: quantity or quality of well water? (Gal/Min if known <u>10 gal/min</u>)				
2. INSULATION				
a) To the best of your knowledge does the dwellings/improvements contain asbestos or urea formaldehyde foam insulation?		✓		
b) To the best of your knowledge is the ceiling insulated?	✓			
c) To the best of your knowledge are the exterior walls insulated?	✓			
d) To the best of your knowledge are the basement exterior walls insulated?	✓			
3. GENERAL				
a) Have you received any notice from any government authority (municipal or otherwise) concerning, or are you aware of, any non-compliance of your property with the requirements of any government authority (for example, zoning, occupancy, health, environmental protection, fire or building permit bylaws)?		✓		
b) Are you aware of or have you been charged any local improvement levies or taxes on the property?	✓			
c) Have you received any notice or claim affecting the property from any person or public body?		✓		
d) Are you aware of any encroachments or unregistered rights of way (e.g., shared drive, access road to adjoining property, shared well)?		✓		
e) Are you aware of any problem with any of the following systems or any equipment associated with such systems: plumbing, electrical, heating, central air conditioning, ventilation, humidification and air purification?		✓		
f) Are you aware of any problem with any built-in appliances or attached fixtures and associated equipment (e.g. garage door opener, central vac, dishwasher, water softener, underground sprinklers, swimming pool, sauna, hot tub, satellite dish, t.v. antenna)?		✓		
g) Are you aware of any roof leaks or moisture or water problems or unrepaired water damage in the dwellings/improvements?		✓		
h) Are you aware of any past or present flooding or drainage problems on the property?		✓		
k) Are you aware of any unrepaired damage due to wind, fire, insects or rodents?		✓		
l) Are you aware of any structural defects in the dwellings/improvements?		✓		
m) Are you aware of any deficiency or defect in the fireplace(s)/woodstove(s) or the associated chimney(s) including with respect to fire insurance requirements?		✓		
n) Are you aware of any improvements, additions or alterations made without the required permits?		✓		
o) To the best of your knowledge, have any criminal activities that may have affected the physical condition of the property (e.g., grow op, meth lab, etc.) been carried out on the property?		✓		
p) Are you aware of any tests for mould, fungi, or indoor air quality in the property?		✓		
q) Other than general household cleaning, have you taken any efforts to control or remediate mould or mould-like substances in the property? Note to Buyer: Individuals may be affected differently, or not at all, by mould contamination. If mould contamination or indoor air quality is a concern, buyers are encouraged to engage the services of a qualified professional to do testing. Information on this issue is available from the HEALTH CANADA website at: http://www.hc-sc.gc.ca/ewh-sem/sem/air/fungal-fongique/abstract-resume-eng.php .	✓			



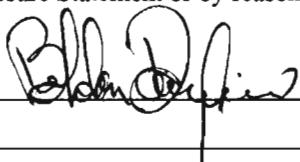
4. SPECIFIC COMMUNITY CONDITIONS- For communities with Flood Protection Programs	YES	NO	DO NOT KNOW	DOES NOT APPLY
a) Has your home ever qualified for a flood protection program?		✓		
b) If you answered yes to a) above, did you accept the program?				
5. CONDOMINIUM PROPERTY				
a) Are there any special assessments approved or proposed but not yet voted on?				
b) Are there any proposed amendments to the condominium bylaws or rules which may alter or restrict the permitted uses of the property?				
c) Are there any restrictions on pets, children, age, parking, home-based business or rentals?				

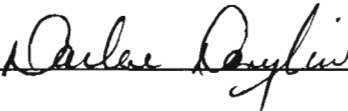
6. ADDITIONAL COMMENTS AND EXPLANATIONS (use additional paper if necessary)

7. THE SELLER HAS OWNED THE PROPERTY SINCE 1972

8. SELLERS are not required to disclose defects which are obvious on a simple visual inspection of the property by a BUYER. The SELLERS state that the above information is true as of the above date and that the SELLERS will disclose to any BUYER any changes to this information prior to the signing of any Contract of Purchase and Sale in which this Disclosure Statement is incorporated. Any important changes to this information made known to the SELLERS will be disclosed by the SELLERS to the BUYERS prior to closing. The SELLERS acknowledge receipt of a copy of this Disclosure Statement and agree that a copy may be given to prospective BUYERS and made available to real estate salespeople and brokers.

By signing this Disclosure Statement, each of the SELLER and the BUYER acknowledge that all information contained in this Disclosure Statement comes from the SELLER and that none of the SELLER'S BROKERAGE or BUYER'S BROKERAGE nor any of their representatives have verified the accuracy of any such information. None of the SELLER'S BROKERAGE or the BUYER'S BROKERAGE or any of their representatives warrant, guarantee or represent the accuracy of the above information. By signing this Statement, the SELLER and the BUYER and their successors, assigns, and personal representatives hereby release each of the SELLER'S BROKERAGE, the BUYER'S BROKERAGE and their respective representatives and each of their successors, assigns and personal representatives of and from all responsibility and liability with respect to any loss or damage suffered or sustained by the SELLER or the BUYER or by any of their successors, assigns and personal representatives by reason of an inaccuracy in any of the information contained in this Disclosure Statement or by reason of any omission of any information from this Disclosure Statement.

SELLER 

SELLER 

BUYERS SHOULD READ THE INFORMATION ABOUT THIS PROPERTY CONDITION DISCLOSURE STATEMENT ON THE FIRST PAGE OF THIS FORM.

The BUYERS acknowledge that they have received and read a signed copy of this Disclosure Statement on the _____ day of _____, 20_____.

BUYER _____

BUYER _____



**SASKATCHEWAN REAL ESTATE COMMISSION
ANCILLARY SERVICES IN THE PURCHASE OF RESIDENTIAL REAL ESTATE**

Provided by the Association of Saskatchewan REALTORS[®], Revised 2010

www.srec.sk.ca

Name of Buyer(s): _____

Address of Property Being Purchased: Parcel "A" NW 20-50-17-W3 RM of Parkdale, Glaslyn, SK

In the purchase of real estate, buyers may want additional information and clarification to assist in the determination of property defects. In addition, buyers may elect to ensure that the information and representations made to them are in fact accurate. If you are of the opinion that a problem may exist with a property a prudent buyer should consider an inspection report from a qualified individual to determine the facts with respect to the potential problem. The following information is designed to inform buyers of the potential services that are available to them in conjunction with the purchase of a property. This list of services is not all-inclusive, but includes the more common reports or inspections usually requested (buyers may request any additional service that they require). The service or services that are or are not chosen are entirely the buyer's decision. The buyer assumes any and all liability arising from all defects related to and that may have been determined and discovered by inspections listed herein but not chosen. ~~Your real estate agent can write a condition, or conditions, in the Contract of Purchase and Sale to allow for sufficient time to complete all requested inspections and/or reports.~~ It is understood that in most instances the buyer is responsible to pay, when required, for the inspection and/or report to be completed. **(Please initial those items that you wish to proceed with in the purchase of this property.)**

Initial here ***PLEASE NOTE:: Sale of this property is unconditional - Arrange your inspections PRIOR to sale day to satisfy yourself as to property condition.**

1.	APPRAISAL REPORT: An appraisal report is provided by an accredited appraiser and estimates the value of the property. A mortgage company may require an appraisal to determine if the property warrants the mortgage amount.
2.	ELECTRICAL INSPECTION: An electrical inspection is an inspection of the electrical components in a home and a report is provided outlining any deficiencies.
3.	ENGINEERS REPORT: A report provided by an engineer on any number of issues such as the electrical/mechanical or structural integrity of the buildings.
4.	ENVIRONMENTAL REPORT: An environmental report is provided to determine if there are any environmental problems with the property. An engineer or consultant specializing in environmental issues usually provides the report.
5.	FURNACE AND CHIMNEY INSPECTION: A furnace and chimney inspection is conducted to determine if the furnace and the chimney meet current safety standards.
6.	GAS LINE INSPECTION: Your local gas company conducts gas line inspections. The inspection will determine if any improvements to the property have been built over the gas line into the property and whether the gas line must be relocated.
7.	HOME INSPECTION: A home inspection is an inspection of the condition of a property.
8.	MUNICIPAL COMPLIANCE REPORT: A report from the municipality where the property is located regarding compliance or non-compliance with relevant municipal bylaws, regulations or relaxations granted by the municipality.
9.	PROPERTY CONDITION DISCLOSURE STATEMENT: A Property Condition Disclosure Statement is a statement provided by the seller concerning the condition of the property.
10.	REAL PROPERTY REPORT/SURVEYORS CERTIFICATE: Real Property Report/Surveyors Certificate is a report provided by a land surveyor and shows the legal outline of the property and the locations of all improvements on the land.
11.	SEPTIC/SEWER INSPECTION: A sewer/septic inspection is usually requested to determine if the sewer/septic system is operating properly.
12.	WELL and/or WATER QUALITY/QUANTITY TEST: A water quality/quantity test is usually requested to determine the recovery rate of the water supply and the quality of the water for consumption.
13.	WOOD STOVE/FIREPLACE INSPECTION: A wood stove/fireplace inspection is undertaken to determine if the fireplace or wood stove meets the buyer's insurance requirements.
14.	ROOF INSPECTION: A roof inspection is requested to determine the life expectancy or any defects of the roofing materials exposed to the elements and/or defects in the underlay roofing material.
15.	GST OPINION: The buyer may wish to seek the professional advice of an expert, such as an accountant or The Canadian Revenue Agency, as to whether or not GST is payable on the purchase of this property and if so, by whom.
16.	OTHER REPORT(S):

I/We acknowledge that we have reviewed the above information and are aware of the ancillary services available and agree that it is our responsibility to take any necessary action respecting these items in conjunction with a real estate transaction.

Dated at _____ a.m./p.m. this _____ day of _____ 20____

Witness

Buyer's Signature

Witness
Name of Buyer's Brokerage Kramer Auctions-Real Estate Div.

Buyer's Signature

ASR Form #910 - 12/10

SAMPLE CONTRACT OF PURCHASE AND SALE

This document is similar to the contract that will be used in the purchase of the property by the successful bidder.

Please read over carefully and ask us to explain anything that you are uncertain about or do not understand.

3. ADDITIONAL TERMS

- 3.1 For Condominiums, the attached Schedule C forms part of this contract.
- 3.2 Additional terms are are not set out in a schedule to this contract.
- 3.3 Unless otherwise stated herein, if the mineral title for mineral commodities are owned by the **Seller**, the title(s) is included in the Purchase Price.

4. CLOSING

- 4.1 The **Buyer** agrees to pay to the **Seller** interest at the Bank of Canada Overnight Rate Target at the Completion Day plus 4% per annum, 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 Day, the interest to be calculated from the Completion Day, until monies are received by the **Seller** or his/her solicitor. The **Seller** shall have a lien and charge against the property for the unpaid portion of the Purchase Price (with interest as aforementioned).
- 4.2 **The Seller shall pay all costs of discharging any existing mortgage or other encumbrances against the property, not assumed by the Buyer.**
- 4.3 Unless otherwise agreed to in writing, this contract will be completed, the Purchase Price will be fully paid and vacant possession will be delivered by noon on the _____ day of _____, 20____ (the "**Completion Day**"). If the Completion Day is not a business day, then conveyancing matters and payment of the Purchase Price will be completed by 12:00 noon on the preceding business day.
- 4.4 **ADJUSTMENTS** re: taxes, rents, insurance, utilities, condominium fees, expenses and other income and outgoing, to be made as at Completion Day. All adjustable items are the **Buyer's** responsibility for the entire Completion Day.
- 4.5 If the property is rented and the **Buyer** is not assuming the tenancy, then the **Seller** is responsible for all costs related to ending the tenancy and to giving vacant possession to the **Buyer**.
- 4.6 Unless otherwise agreed to in writing, the **Seller** shall transfer title to the property to the **Buyer** free and clear of all encumbrances except:
- those implied by law;
 - 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;
 - homeowner association caveats, encumbrances and similar registrations; and
 - those items the **Buyer** agreed to assume in this contract.
- Upon transfer of title to the property into the name of the **Buyer**, subject only to the aforementioned encumbrances, the **Seller** may use the proceeds of the sale from the **Buyer** to discharge the encumbrances not assumed by the **Buyer**.
- 4.7 The **Seller** agrees to prepare and execute promptly any documents required to complete this transaction. The **Seller** shall pay for the preparation of the Transfer Authorization and all fees in connection with the discharge of any **Seller's** caveat based on this contract and any encumbrances required to be removed by the **Seller**.
- 4.8 The **Buyer** agrees to prepare and execute promptly any documents required to complete this transaction. The **Buyer** shall pay for the registration costs to transfer the title into the **Buyer's** name. 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**. Costs of any Agreement for Sale shall be borne equally by the **Buyer** and **Seller**.
- 4.9 The **Buyer** and **Seller** agree that time shall be of the essence of this contract.
- 4.10 Each party shall pay their own legal fees.

- 4.11 For the purpose of giving or receiving any notice referred to in this contract and for acceptance or revocation of this offer to purchase or any counter offer thereto, such notice, acceptance or revocation must be in writing and delivered. Any notice, acceptance or revocation to be given by any party to the other shall be deemed to be duly given when delivered by hand to such party or when such notice, acceptance or revocation is sent by facsimile to such party and receipt thereof is confirmed. Where a **Buyer's** brokerage or a **Seller's** brokerage is listed for the **Buyer** or the **Seller**, as the case may be, such notice, acceptance or revocation shall be delivered to the **Buyer's** brokerage or the **Seller's** brokerage and is deemed to be delivered to a party when given in the manner set forth herein to the brokerage representing the party.

5. INSURANCE

- 5.1 Unless otherwise stated herein:
- 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**.
 - The **Buyer** shall obtain insurance coverage on the property upon the earlier of the Completion Day or the date possession is granted to the **Buyer**.
- 5.2 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.
- 5.3 If the property, prior to the Completion Date, suffers substantial damage that is not repaired to substantially the same condition the property was in prior to the damage occurring, unless otherwise agreed to by the **Buyer** and the **Seller**, this contract shall be terminated and the deposit shall be forthwith returned to the **Buyer**.

6. WARRANTIES AND REPRESENTATIONS

- 6.1 Unless otherwise stated herein, the **Seller** represents to the best of his/her knowledge to the **Buyer** that:
- the current use of the land complies with the existing municipal land use bylaw;
 - the buildings and other improvements on the land are not placed partly or wholly on any easement or utility right-of-way and are entirely on the land and do not encroach on neighbouring lands, except where an encroachment agreement is in place; and
 - the location of the buildings and other improvements on the land complies with all relevant municipal bylaws, regulations or relaxations granted by the appropriate municipality prior to the Completion Day or the buildings and other improvements on the land are "non-conforming buildings" as the term is defined in *The Planning and Development Act, 2007*.
- 6.2 Unless otherwise stated herein, the **Seller** represents and warrants to the **Buyer** that:
- the **Seller** has the legal right to sell the property;
 - the **Seller** is not a non-resident of Canada for the purposes of the *Income Tax Act (Canada)*;
 - the attached and unattached goods included herein, are owned by the **Seller** and conveyed to the **Buyer** under this contract and are in normal working order and are free and clear of all encumbrances and shall be and remain as is at the date of acceptance of this contract until completion date. The Purchase Price shall include land, buildings and attached goods, unless otherwise stated herein, and including the following unattached goods:

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Seller's Initials Buyer's Initials

In addition, the Purchase Price shall also include the items as indicated below:

- water heater included , not included ;
- water softener included , not included ;
- sump pump included , not included ;
- alarm system (excluding monitoring contract) included , not included ;
- storage shed included , not included ;
- garage door opener control(s) included , not included ;
- attachments for built-in vacuum included , not included ;
- power nozzle for built-in vacuum included , not included .

- 6.3 All of the warranties contained in this contract and any attached schedules are made as of and will be true at the Completion Day, unless otherwise agreed to in writing.
- 6.4 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.

6.5 The **Seller** and **Buyer** agree that the representations, warranties and covenants contained in this contract shall not merge with and shall survive the closing of the purchase and sale and the transfer of title to the property into the name of the **Buyer** and shall be enforceable by the **Buyer** after such transfer.

7. REMEDIES/DISPUTES

- 7.1 If this offer is not accepted, the entire deposit and any other monies paid, without interest, shall be returned to the **Buyer**.
- 7.2 If this offer is accepted and the conditions in paragraph 2.1 above have not been satisfied or waived in writing by the date set forth in paragraph 2.1 above, the entire deposit and any other monies paid by the **Buyer** shall be forthwith returned to the **Buyer**.
- 7.3 If this offer is accepted and all conditions have been removed in writing by the date set forth in paragraph 2.1 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.
- 7.4 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.
- 7.5 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.

8. OFFER

- 8.1 Unless revoked sooner, this offer is open to acceptance by the **Seller** up to _____ a.m./p.m. the _____ day of _____, 20_____.
- 8.2 Upon acceptance of this offer within the time prescribed in Section 8.1, this contract shall constitute a binding Contract of Purchase and Sale and be binding upon the parties hereto, their respective heirs, executors, administrators, successors and assigns.
SIGNED AND SEALED by the **Buyer** at _____ a.m./p.m. on the _____ day of _____, 20_____ in the presence of:

WITNESS _____ BUYER _____ Seal ●

WITNESS _____ BUYER _____ Seal ●

9. ACCEPTANCE

- 9.1 The **Seller** accepts the above offer together with all its terms and conditions contained therein and covenant to carry out the sale on the terms and conditions mentioned herein. I/We do further acknowledge my/our obligation to pay commissions or forfeiture and all applicable federal and provincial taxes to the **Seller's** Brokerage pursuant to the agency agreement with respect to the property. **I/WE FURTHER HEREBY IRREVOCABLY AND UNCONDITIONALLY DIRECT AND AUTHORIZE MY/OUR SOLICITOR**, as indicated by me/us below, or any other solicitor acting on my/our behalf in this sale, to pay the aforesaid taxes and commission, less the deposit hereby accepted, from the proceeds of the sale when releasable and this shall be and constitute my/our full and sufficient authority for so doing and appoints the **Seller's** brokerage as the **Seller's** irrevocable agent to demand and receive payment thereof.
SIGNED AND SEALED by the **Seller** at _____ a.m./p.m. on the _____ day of _____, 20_____ in the presence of:

WITNESS _____ SELLER _____ Seal ●

WITNESS _____ SELLER _____ Seal ●

BUYER'S SOLICITOR _____ SELLER'S SOLICITOR _____

FINTRAC

If you are the successful bidder, you will be required by Federal Law to complete a Fintrac ID Form.

This FINTRAC Information Brochure explains the process and the requirement, followed by a sample Individual ID Form and a sample Corporate ID Form

NOTE: A Corporation/Entity Identification Information Record is required by the Proceeds of Crime (Money Laundering) and Terrorist Financing Act. This Record must be completed by the REALTOR® whenever they act in respect to the purchase or sale of real estate. It is recommended that the Corporation/Entity Identification Information Record be completed (i) for a buyer when the offer is submitted and/or a deposit made (ii) for a seller when the seller accepts the offer.

Transaction Property Address:

.....

.....

Sales Representative/Broker Name:

Date:

A. Verification of Corporation

1. Name of corporation:

2. Corporate Address:

.....

.....

3. Nature of Principal Business:

4. Name of Directors:

As set out in certificate of corporate status or other record confirming corporation's existence.

.....

5. Type and Source of Verification Record:

Must confirm existence of the corporation (e.g., certificate of corporate status, published annual report, government notice of assessment). If record is in paper format, a copy must be kept. If record is an electronic version, a record of the corporation's registration number and type and source of record (e.g., Corporations Canada website) must be kept.

6. Registration number of corporation:

7. Copy of corporate record showing authority to bind corporation regarding transaction:

(e.g., certificate of incumbency, articles of incorporation, by-laws setting out officers duly authorized to sign on behalf of corporation)

B. Verification of Other Entity (if applicable)

1. Name of other entity:

2. Address:

3. Nature of Principal Business:

3. Type of Verification Record:
Must confirm existence of other entity (e.g., partnership agreement, articles of association).

5. Source of Record:
Record may be paper or an electronic version. If record is in paper format, a copy must be kept. If record is an electronic version, a record of the entity's registration number and type and source of record must be kept.

6. Registration number:

C. Verification of Third Parties (if applicable)

NOTE: Complete this section of the form when a client is acting on behalf of a third party. Where you cannot determine if there is a third party, but there are reasonable grounds to suspect the client is acting on behalf of a third party, you must keep a record of that fact.

1. Name of third party:

2. Address:

3. Date of Birth:

4. Nature of Principal Business or Occupation:

5. Incorporation number and place of issue (if applicable):

6. Relationship between third party and client:

NOTE: An Individual Identification Information Record is required by the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act*. This Record must be completed by the REALTOR® whenever they act in respect to the purchase or sale of real estate. It is recommended that the Individual Identification Information Record be completed.

- (i) for a buyer when the offer is submitted and/or a deposit made, and
- (ii) for a seller when the seller accepts the offer.

Transaction Property Address:

.....

.....

Sales Representative/Broker Name:

Date:

A. Verification of Individual

NOTE: This section must be completed for clients that are individuals or unrepresented individuals who are not clients, but are parties to the transaction (e.g. unrepresented buyer or seller). Where an unrepresented individual refuses to provide identification after reasonable efforts are made to verify that identification, a REALTOR® must keep a record of that refusal and consider sending a Suspicious Transaction Report to FINTRAC if there are reasonable grounds to suspect that the transaction involves property from the proceeds of crime, or terrorist activity. Where you are using an agent or mandatary to verify an individual, see procedure described in CREA's FINTRAC Compliance booklet.

1. Full legal name of individual:

2. Address:

.....

.....

3. Date of Birth:

4. Nature of Principal Business or Occupation:

5. Type of Identification Document*:

(must view the original, see below for list of acceptable documents)

6. Document Identifier Number:

7. Issuing Jurisdiction:

(Provincial, Territorial, or Federal Government)

8. Document Expiry Date:

(must be valid and not expired)

*Acceptable identification documents: birth certificate, driver's licence, provincial health insurance card (not acceptable if from Ontario, Manitoba or Prince Edward Island), passport, record of landing, permanent resident card, old age security card, a certificate of Indian status, or SIN card (although SIN numbers are not to be included on any report sent to FINTRAC). Other acceptable identification documents: provincial or territorial identification card issued by the Insurance Corporation of British Columbia, Alberta Registries, Saskatchewan Government Insurance, the Department of Service Nova Scotia and Municipal Relations, the Department of Transportation and Public Works of the Province of Prince Edward Island, Service New Brunswick, the Department of Government Services and Lands of the Province of Newfoundland and Labrador, the Department of Transportation of the Northwest Territories or the Department of Community Government and Transportation of the Territory of Nunavut. If identification document is from a foreign jurisdiction, it must be equivalent to one of the above identification documents.

B. Verification of Third Parties *(if applicable)*

NOTE: Complete this section of the form when a client or unrepresented individual is acting on behalf of a third party. Where you cannot determine if there is a third party, but there are reasonable grounds to suspect the individual is acting on behalf of a third party, you must keep a record of that fact.

1. Name of third party:

2. Address:

.....

.....

3. Date of Birth:

4. Nature of Principal Business or Occupation:

5. Incorporation number and place of issue *(if applicable)*:

6. Relationship between third party and client:

SAMPLE

WHAT YOU NEED TO KNOW ABOUT “FINTRAC”

On June 23rd, 2008 new federal money laundering and anti-terrorist financing regulations came into effect that require real estate agents and brokers to collect personal identification information from buyers and sellers.

Your REALTOR® requires this identification information to comply with the law. It is the federal Proceeds of Crime (Money Laundering) and Terrorist Financing Act (PCMLTFA) that requires financial institutions and real estate agents, among other professionals and services covered by the legislation, to identify customers who conduct financial transactions.

These include depositing funds or buying and selling real estate. The Act also requires real estate agents to keep these identification records for five years.

Canada has had substantial anti-money laundering and terrorist financing legislation since 2001. Since then REALTORS® have had a legal responsibility in Canada's efforts to combat money laundering and terrorist financing, by reporting any cash transactions of \$10,000 or more, or reporting suspicious real estate transactions.

Those original legal requirements still exist but under these new regulations, REALTORS® must now document personal information and proof of the identity of their client in each and every transaction, including occupation. If the client is a corporation, REALTORS® must obtain official corporate documents, and the names of directors. If the buyer or seller is in another city, province or country and no in-person meeting is held, REALTORS® must now use an agent or “mandatary” to identify third parties.

The new compliance requirements effect even a buyer or seller not using the services of a licensed real estate practitioner. If there is a real estate agent involved in the transaction, they are also required by law to now verify that private buyer or seller's information as well.

REALTORS® must also complete a report for ALL funds they receive during the real estate transaction, not just those of \$10,000 or more.

What your REALTOR® needs to do to comply with the law.

The real estate agent you are dealing with is required by law to ask for and verify your personal information. By providing this information when requested, you will ensure that they can meet their legal obligations. The Act requires REALTORS® to keep identification records, and track all funds (not just large amounts of cash) provided during the real estate transaction.

ID Please

Under the new rules, REALTORS(r) are required to obtain, record, and retain the personal information of their clients, including date of birth and occupation. To do this, they must ask for a government-issued identification document such as a drivers license, passport, or residency card. You should not provide your Social Insurance card as identification.

REALTORS® are required to keep a record of this information on file in the brokerage for a period of five years. For the purpose of compliance with this law, REALTORS® are not required to keep photocopies of government issued ID, just the factual data contained on it. However, your REALTOR® may make a photocopy of your ID because of other requirements related to the real estate transaction.

Are you a private seller or buyer?

If you are not represented by a real estate agent in this process – in other words, you are buying or selling privately – the law requires the real estate agent that is involved representing the other party, to request your personal information and keep that information on file.

Is there anyone else involved?

There are aspects of your real estate transaction that might prompt the real estate agent you are dealing with to ask you for more information. For instance, you may be asked whether you are acting on behalf of a third party while conducting your transaction. This basically means you are following the instructions of someone else in completing the transaction, or someone else (individual or company) is involved in financing the transaction.

If there is a third party involved, your REALTOR® is also required by law to obtain their identification information, and keep that information on file for five years.

Details of the deposit

Every time funds are received by a REALTOR® (e.g. a deposit) during the course of a real estate transaction, they are required to record the amount received and how it was obtained. Your real estate agent then must record this information, and also keep it on file at the brokerage for a five year period.

Your information is kept confidential

The only reason the REALTOR® keeps your personal information on file is to comply with the new federal laws. It will not be used in any commercial way, and will not be provided to anyone else except in response to a request from the federal agency responsible for compliance, the Financial Transactions and Reports Analysis Centre of Canada (FINTRAC). The law requires these files be kept at the brokers office for five (5) years.

What you need to know about this new federal law.

While Bill C-25 is Canada's newest legislative attempt to curtail money laundering and terrorist financing, we have had legislation since 2001 that required designated industries in Canada (including real estate) to report suspicious transactions and large cash transactions of \$10,000 or more.

Money laundering

Money laundering is the process used to disguise the source of money or assets derived from criminal activity. This illegal activity can include drug trafficking, smuggling, fraud, extortion and corruption. Criminals must launder the profits and proceeds from these crimes to be able to enjoy them. The scope of criminal proceeds is significant; the International Monetary Fund (IMF) estimated that some \$500 billion (U.S.) is laundered worldwide each year.

Terrorist financing

Terrorist financing operates somewhat differently from money laundering. While terrorist groups do generate funds from criminal activities such as drug trafficking and arms smuggling, they also obtain revenue through legal means. Supporters of terrorist causes may, for example, raise funds from their local communities by hosting events or membership drives. In addition, some charity or relief organizations may unknowingly become the route where donors contribute funds that may eventually be used to commit a terrorist act.

How does FINTRAC assist law enforcement and security agencies?

The Financial Transactions and Reports Analysis Centre of Canada, or FINTRAC, collects, analyzes and discloses financial information and intelligence on suspected money laundering and terrorist financing activities. It was created as part of a Canadian government initiative to fight money laundering and terrorist financing. Although it operates at arms length from law enforcement, FINTRAC's primary role is to provide law enforcement agencies with information to help them with their investigations.

FINTRAC is required by law to protect the personal information it receives from unauthorized disclosure.

Who must report to FINTRAC?

The following persons and entities must report suspicious and certain other transactions to FINTRAC:

- real estate brokers and agents;
- financial entities including banks, credit unions, caisses populaires, trust and loan companies and agents of the Crown that accept deposit liabilities;
- life insurance companies, brokers or agents;
- securities dealers, portfolio managers and investment counsellors who are provincially authorized;
- persons engaged in the business of foreign exchange dealing;
- money services businesses;
- accountants and accounting firms when carrying out certain activities on behalf of their clients;
- casinos; and
- individuals and any entity importing or exporting currency or monetary instruments (such as a money order) of \$10,000 or more.

Additional information about this federal initiative, the federal legislation, and the role of FINTRAC in the reporting system is available at www.fintrac-canafe.gc.ca.

TERMS & CONDITIONS

PROPERTY WILL BE OFFERED BY PUBLIC AUCTION.

A non-refundable deposit of 20,000.00 will be required sale day. Balance of the purchase price must be paid in full within 30 days of sale date. Taxes to be adjusted and pro-rated as at closing date. Possession to be upon completion of payment and transfer of title. Buyer and Seller will be responsible for their own legal fees.

Final bid will be subject to seller's approval on sale day.

Any GST/PST applicable to the sale of the property is the responsibility of the Buyer.

- THE PROPERTY WILL BE SOLD AS IS WITH NO WARRANTIES EXPRESSED OR IMPLIED.

- ALL ANNOUNCEMENTS ON AUCTION DAY TAKE PRECEDENCE OVER PREVIOUSLY ADVERTISED INFORMATION.

- PROPERTY TO BE SOLD 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 the pertinent documents and information available, as each bidder is responsible for evaluation of the property and shall not rely upon the Seller, Broker or Auctioneer, their Employees or Agents. The property will be sold AS IS and without any warranties or representations, express or implied.

- ENVIRONMENTAL DISCLAIMER. The Seller, Broker and Auctioneers do not warrant with respect to the existence or nonexistence of any pollutants, contaminants or hazardous waste prohibited by federal, provincial or local law. Buyer is responsible for inspection of the property prior to purchase for conditions including but not limited to water quality, seepage, septic and sewer operation and condition, radon gas, asbestos, presence of lead based paint, and any and all structural or environmental conditions that may affect the usability or value of the property. No warranties are made as to the existence or nonexistence of water wells on the property, or the condition of any wells.

- SELLER'S PERFORMANCE. The Seller has agreed to the terms of the sale as published. However, the Broker and Auctioneer make no warranties or guarantees as to the Seller's performance.

- AGENCY DISCLOSURE: KRAMER AUCTIONS – REAL ESTATE DIVISION INC and/or NEIL KRAMER AUCTION SALES LTD. is representing the Seller and will be paid by the seller.

- BIDDING PROCEDURE

As a buyer you have two objectives to accomplish:

1. Purchasing the property.
2. Purchasing the property at a price you can afford.

- How is this accomplished:

- a. Estimate comparative value.
- b. Experienced buyers always decide what to pay before the bidding begins.
- c. Inspect the property carefully.
- d. Compare with other properties available in the area.
- e. Check the selling price of previously sold properties.
- f. Discuss your buying plans with a lender. Have your financing arrangements made in advance.
- g. This sale is not subject to financing.

- THE BIDDING STRATEGY

- a. Research and know the value of the property.
- b. Have your financing arranged before the auction.
- c. Establish your highest and best bid before the bidding begins.
- d. Make your bids promptly to force other bidders up or out without delay.