



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

Thursday, October 11, 2012



MLS 438603
40 acres in RM of Battle River 438
Prime location - 5 km from the Battlefords

BIDDER
INFORMATION
PACKAGE



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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,

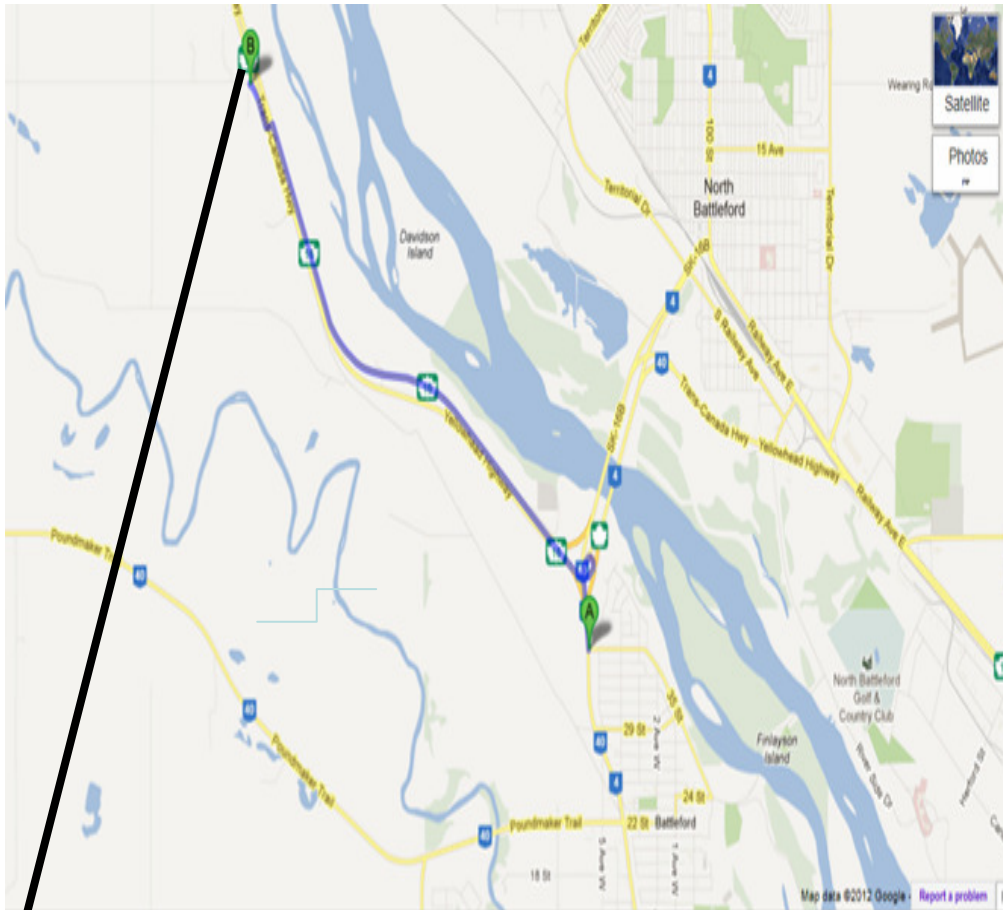
A handwritten signature in black ink, appearing to read "Ed Truelove". The signature is stylized and fluid.

ED TRUELOVE, BROKER
KRAMER AUCTION - REAL ESTATE DIVISION INC



Property Location - ISC / SAMA / Google etc

Description / commentary / remarks etc

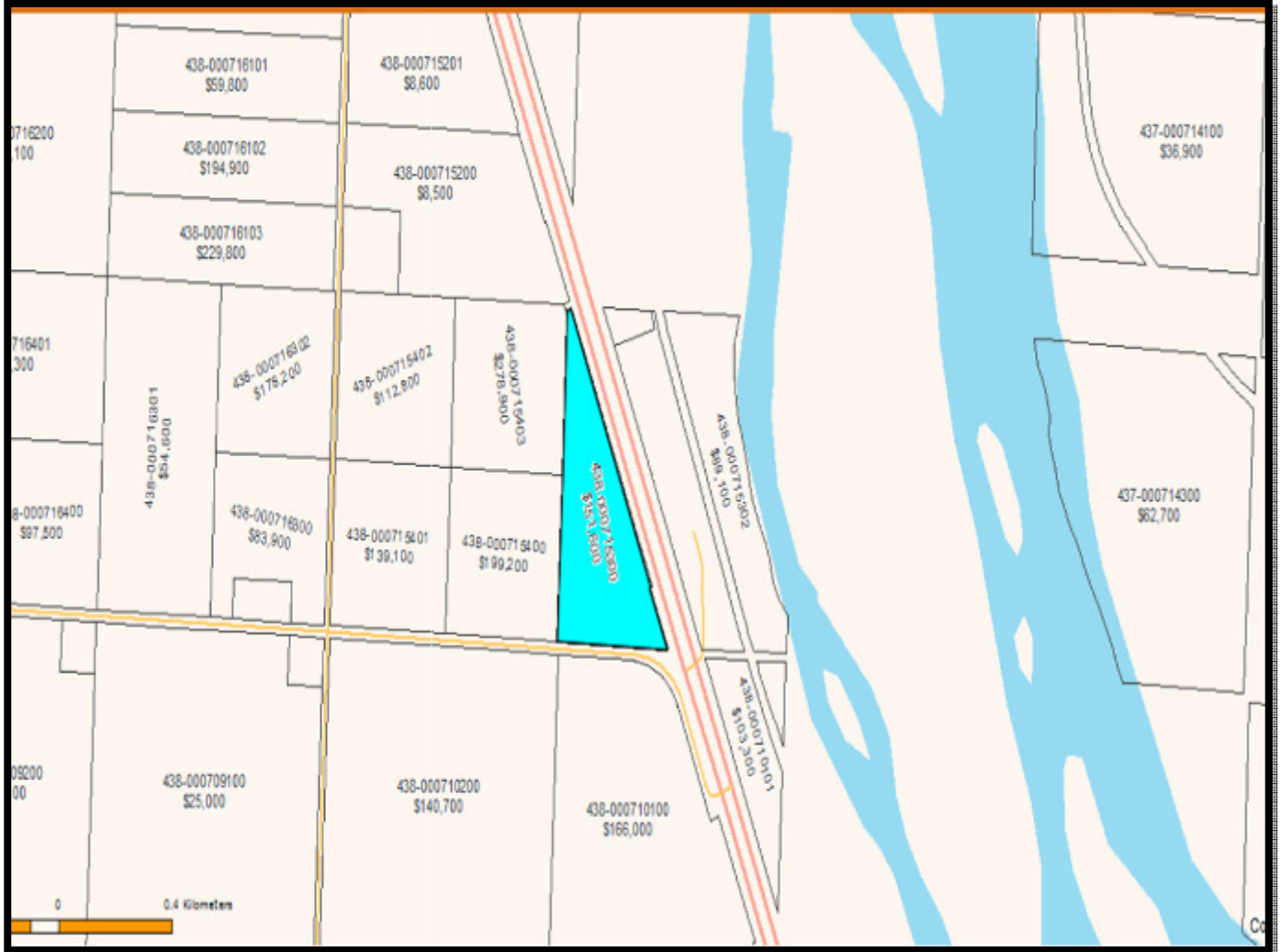


Directions to Auction Sale Location:

From Battleford go 5 km west on Hwy#16 to Sunshine Road. Then go .5km west on Sunshine Road (yard will be on the north side of the road)

SE 15-44-17 W3

RM of Battle River #438

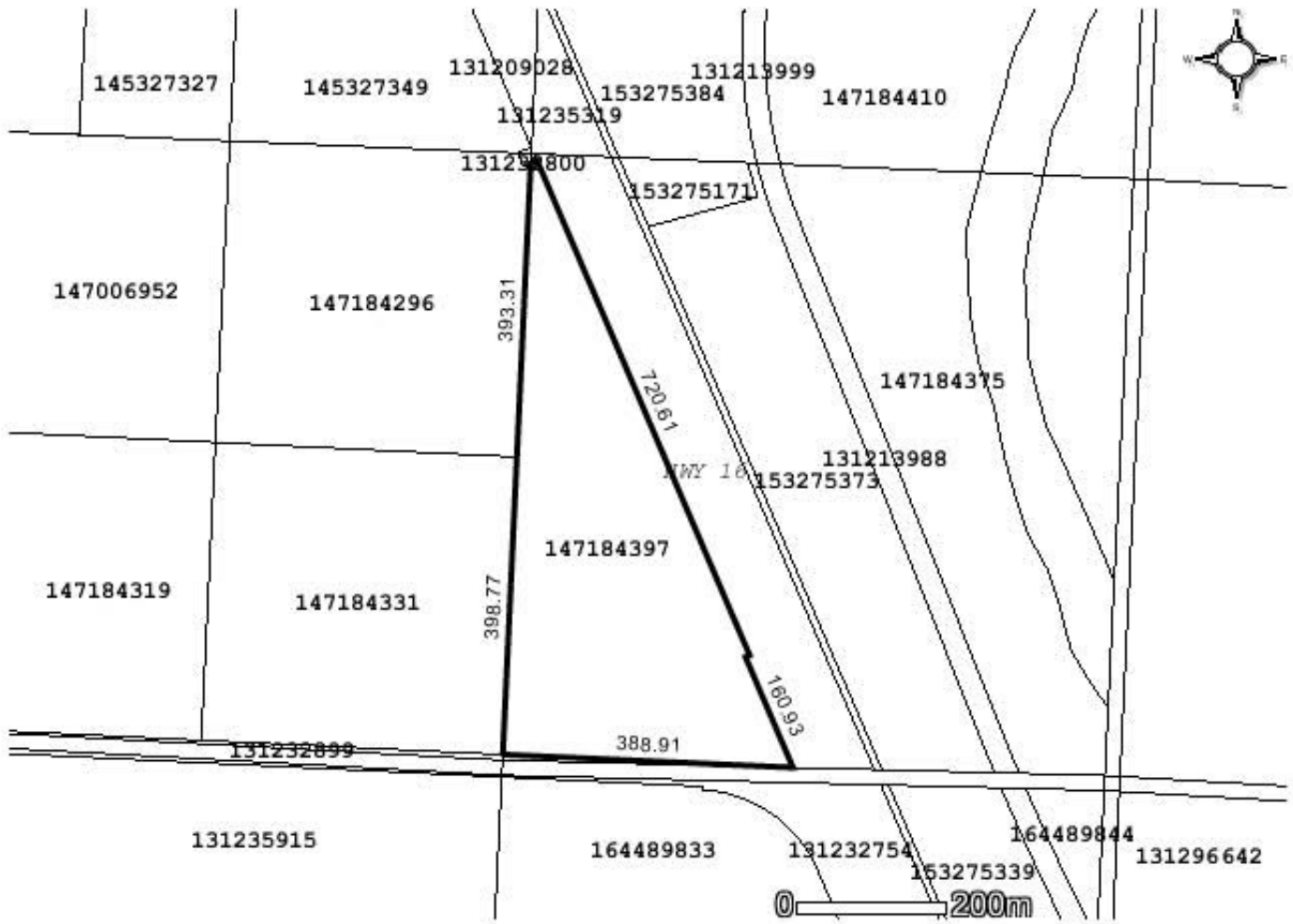


The above information is from sources believed to be reliable but should not be relied upon without verification.
Kramer Auctions – Real Estate Div Inc assumes no responsibility for its accuracy.



Information
Services
Corporation
of Saskatchewan

Surface Parcel Number: 147184397
LLD: SE 15-44-17-3 Ext 39
Parcel Class Code: Parcel (Generic)
Area: 15.975 hectares (39.48 acres)
Request Date: 29-May-2012 7:52:54 o'clock PM CST



DISCLAIMER: THIS IS NOT A PLAN OF SURVEY. It is a consolidation of plans to assist in identifying the location, size and shape of a parcel in relation to other parcels. Parcel boundaries and area may have been adjusted to fit with adjacent parcels. To determine actual boundaries, dimensions, or area of any parcel, refer to the plan, or consult a surveyor.



Sama Field Sheet

Details Report

Today's Date: Tuesday, August 21, 2012

© 2009 Saskatchewan Assessment Management Agency, All Rights Reserved.

Parcel I.D.: 202065959 Assessment ID Number: 438-000715300

PROPERTY INFORMATION

Property Information

[View Picture](#)

<u>Address:</u>	
<u>Municipality:</u>	BATTLE RIVER (RM)
<u>Roll Status:</u>	MC
<u>Last Updated:</u>	Thursday, June 14, 2012
<u>Neighbourhood:</u>	100
<u>Legal Land Description(LLD):</u>	Qtr PT SE Sec 15 Tp 44 Rg 17 W 3 Sup 00
<u>Tax Class and Percentage Adjustment:</u>	Mixed Use
<u>Predominant Use:</u>	Mixed Use
<u>Valuation Method:</u>	Cost Approach
<u>100% Assessed Value:</u>	\$151,600

Value Information

<u>Component</u>	<u>Liability Sub-division</u>	<u>100% Assessed Value</u>	<u>Tax Class and Percentage Adjustment</u>	<u>Total Assessed Value after % Adjustment</u>	<u>Taxable Assessed Value</u>	<u>Exempt Assessed Value</u>	<u>Over-Ride Reason</u>
Building\Improvements 1		\$112,800	Residential 70%	\$78,960	\$0	\$0	Value

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Property Photos



Property Photos



MODULAR HOME INFORMATION

THIS MODULAR HOME TO BE SOLD SEPARATELY AFTER THE SALE OF THE LAND



"The SS-006"
16' x 76' 1,216 sq.ft.

Modular Home information:
CSA # 436349
Model # 16-80-3FB2B
Serial # SHL 16-76-0417249.



A Shelter Model SS-006 2004 mobile in good condition. Model number is 16-8037FB2B with two 4 piece bathrooms, 2 bedrooms, den, living room, kitchen, dining room and laundry. Mobile is sitting on concrete piles cabled down, and skirted with insulation. Has 8 x 12 Deck. Original cost of mobile was \$81,250.00.



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Phone 306-445-5000 • Fax 306-445-5003 • Toll Free 1-800-529-9958

MLS®# : **438603**
Status : **Active**

Address : **Sunshine Road**
Area/Sub Area: **B1/NW-Rural North West**

Price : **\$100,000.00**



City/Town : **Battleford**
Type : **Single Family Dwelling**
Style : **Mobile (Single)**
Lot Size : **39.48 Acres**
App Size : **1,280/1**
Zone : **S0M 0E0**
Postal : **\$1,500**
T. Year : **2011**
Legal : **Pt. SE15-44-17-W3**
List Date : **07/23/2012**
Exterior : **Siding**
Roof : **Asphalt Shingles**

Built : **2004**
Poss: **30 Days**
PCDS : **No**
GST :

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

No. of Bedrooms : **0** No. of Bathrooms : **0** No. of Rooms : **0**

<u>Level</u>	<u>Room</u>	<u>Size</u>	<u>Floor Cov</u>	Basement :	Crawl
				Basement Wall :	Indeterminable
				Heating :	Natural Gas, Forced Air
				Water Heater :	Included

Outdoor Area : **DECK, TREES/SHRUBS, PARTIALLY FENCED**

Comments :

LIST PRICE IS OPENING BID PRICE FOR REFERENCE AND SEARCH PURPOSES ONLY. MOBILE HOME WILL BE AUCTIONED SEPARATELY. HIGH BID SUBJECT TO SELLERS' APPROVAL. Prime location acreage; 40 acres triangular parcel adjacent to the Yellowhead highway on Sunshine Road within 5 KM of the Battlefords. All services including natural gas, power, water and sewer systems are in place. Modular home is on the property and will be sold separately. All other buildings remain including a 32'x60' shop, a metal clad service building & storage shed. A full set of corrals and watering bowl facilities are also included with the property. Don't pass up this rare opportunity to acquire a prime location acreage such as this. SALE TO TAKE PLACE ONSITE. DATE: Oct 11, 2012. OPENING BID - \$100,000.00

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

The above information is from sources believed to be reliable but should not be relied upon without verification. The Listing Service Provider assumes no responsibility for its accuracy. Not intended to solicit property currently listed with another licensed REALTOR®



**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: SE15-44-17-3 Ext 39 Sunshine Road, Battleford, Sask

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

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.

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.



Saskatchewan Real Estate Commission

RESIDENTIAL CONTRACT OF PURCHASE AND SALE

Provided by the Association of Saskatchewan REALTORS®, Revised 2012

www.srec.ca

Kramer Auctions-Real Estate Div.	Bus: (306) 445-5000
(Name of Buyer's Brokerage)	
(Address)	Ed Truelove
	(Salesperson)
I/We	Bus: (306) 441-0525
(Names of Buyers : herein called Buyer)	(Telephone)
(Address)	Res: _____
(Postal Code)	(Telephone)
(Name of Buyers : herein called Buyer)	Bus: _____
(Address)	Res: _____
(Postal Code)	(Telephone)
HEREBY OFFER TO PURCHASE from	Bus: _____
(Names of Sellers : herein called Seller)	Res: _____
(Address)	(Telephone)
(Postal Code)	Bus: _____
through	(Telephone)
(Name of Seller's Brokerage)	Res: _____
(Address)	(Telephone)
(Salesperson)	Bus: _____
(Telephone)	(Telephone)
the following described property: _____	City or RM
(Legal description or description of mobile home on leased land)	
having the following Civic Address: _____	

1. THE TRANSACTION

- 1.1 The **Buyer** offers to purchase the property from the **Seller** subject to the reservations and exceptions appearing in the existing Certificate of Title and free and clear of all encumbrances as contemplated in Section 4.6 save and except such encumbrances as are expressly agreed to be assumed by the **Buyer**, for the SUM (Purchase Price) of: _____ dollars:
- 1.2 (a) \$ _____ Purchase Price to be paid as follows.
 (b) \$ _____ Deposit by cheque , cash , receipt of which by the **Buyer's** Brokerage is hereby acknowledged and to be deposited within two business days of acceptance, to be held in trust and: (a) to be credited on account of purchase money pending completion; or (b) other termination of this contract.
 (c) \$ _____ by **new mortgage** (plus mortgage insurance fee, if required) to be arranged at the **Buyer's** expense.
 (d) \$ _____ (approx.) by **assumption of the existing mortgage or agreement for sale**.
 (e) \$ _____ by other **financing** or other conditions.
 (f) \$ _____ (approx.) **balance of cash**, to be paid subject to the adjustments herein provided to the **Seller** or the **Seller's** solicitor on or before the Completion Day. In closing this transaction, the **Seller's** solicitor and the **Buyer's** solicitor may by agreement between them, impose and undertake trust conditions upon each other.

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

2. CONDITIONS

- 2.1 This offer is subject to the following conditions:
- (a) The **Buyer** obtaining approval of a mortgage on the above property in the amount as set forth in paragraph 1.2(c) on/before the N/A day of N/A, 20____.
- (b)

This Contract is not subject to any conditions.

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 _____

TERMS & CONDITIONS

PROPERTY WILL BE OFFERED BY PUBLIC AUCTION. 40 ACRE PARCEL TO BE SOLD FIRST; MOBILE HOME TO BE SOLD FOLLOWING SALE OF THE PARCEL.

A non-refundable deposit of 10% of high bid price 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 prorated 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.

HIGH BID SUBJECT TO SELLERS' 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.