



**STANDARD LETTER  
OF INSTRUCTION**

**BUYER BROKERAGE DEPOSIT LESS THAN COMMISSION**

FIRM: [REDACTED]  
SELLER LAWYER: [REDACTED]  
CONTACT INFO: [REDACTED]

FIRM: [REDACTED]  
BUYER LAWYER: [REDACTED]  
CONTACT INFO: [REDACTED] Fax: [REDACTED]

WE UNDERSTAND YOU WILL BE ACTING ON BEHALF OF THE BUYER WITH REFERENCE TO THIS SALE AND WE WOULD ASK THAT YOU ACT IN THEIR BEST INTERESTS IN ORDER TO CONSUMATE THIS TRANSACTION.

SELLER NAME:	[REDACTED]	BUYER NAME:	[REDACTED]
PROPERTY ADDRESS:	[REDACTED]	ADDRESS:	[REDACTED]
PHONE NUMBER:	[REDACTED]	PHONE NUMBER:	[REDACTED]
POSSESSION DATE:	September 2018	PURCHASE PRICE:	\$ 322,000.00
SELLER BROKERAGE:	[REDACTED]	DEPOSIT AMOUNT:	\$ 5,000.00
Address:	[REDACTED]	BUYER BROKERAGE:	[REDACTED]
	[REDACTED]	Address:	[REDACTED]
SELLER REPRESENTATIVE:	[REDACTED]	BUYER REPRESENTATIVE:	[REDACTED]
G.S.T. #:	[REDACTED]	G.S.T. #:	[REDACTED]

**COMMISSION CALCULATION**

[REDACTED]

**DOCUMENT CHECK-LIST**

Attached are the following documents:

- 3 OFFER TO PURCHASE
- 1 COUNTER OFFER
- 1 SCHEDULE "A"
- SCHEDULE "C"
- 1 AMENDMENT TO CONTRACT
- 2 REMOVAL OF CONDITIONS
- STATEMENT OF DISCLOSURE
- 3 PCDS
- 1 SASKENERGY REPORT
- SURVEYOR'S CERTIFICATE
- MISCELLANEOUS

SPECIAL INSTRUCTIONS: \_\_\_\_\_

SELLER BROKERAGE SIGNATURE: 

DATE: August 28, 2018

Seller Brokerage Information Contact Name/Number: [REDACTED]

**BUYER LAWYER COPY**



# Saskatchewan Real Estate Commission RESIDENTIAL CONTRACT OF PURCHASE AND SALE

Revised 2015

WWW.SREC.CA

\_\_\_\_\_  
(Name of Buyer's Brokerage) Regina (Salesperson) \_\_\_\_\_  
\_\_\_\_\_  
(Address) (Postal Code) \_\_\_\_\_ (Telephone)  
I/We \_\_\_\_\_  
(Names of Buyers: herein called Buyer) (Address) (Postal Code)  
\_\_\_\_\_  
(Names of Buyers: herein called Buyer) (Address) (Postal Code)

Work: \_\_\_\_\_  
(Telephone)  
Work: \_\_\_\_\_  
Home: \_\_\_\_\_  
(Telephone)  
Work: \_\_\_\_\_  
(Telephone)  
Home: \_\_\_\_\_  
(Telephone)  
Work: \_\_\_\_\_  
(Telephone)

HEREBY OFFER TO PURCHASE from

\_\_\_\_\_  
(Names of Sellers: herein called Seller) (Address) (Postal Code)  
\_\_\_\_\_  
(Names of Sellers: herein called Seller) (Address) (Postal Code)  
through \_\_\_\_\_  
(Name of Seller's Brokerage) Regina (Salesperson) \_\_\_\_\_  
\_\_\_\_\_  
(Address) (Postal Code) (Telephone)

Home: \_\_\_\_\_  
(Telephone)  
Work: \_\_\_\_\_  
(Telephone)  
Home: \_\_\_\_\_  
(Telephone)  
Work: \_\_\_\_\_  
(Telephone)  
Work: \_\_\_\_\_  
(Telephone)  
Work: \_\_\_\_\_  
(Telephone)

the following described property: \_\_\_\_\_  
(Legal description or description of mobile home on leased land) City or  
having the following Civic Address: \_\_\_\_\_ RM \_\_\_\_\_

## 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 Three hundred and ten thousand dollars:
- 1.2 (a) \$ 310,000 Purchase Price to be paid as follows.  
(b) \$ 5,000 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) \$ 294,500 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) \$ 10,500 (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 For resale Condominiums, the conditions set out in the attached Schedule "C" form part of this contract.
- 2.2 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 27 day of August, 2018  
(b)

See Schedule "A" for list of conditions

3. **TERMS:**

- 3.1 For Condominiums, the terms set out in the attached Schedule "C" form part of this contract.
- 3.2 Additional terms are  are not  set out in the following schedule(s): A to this contract.
- 3.3 Unless otherwise stated herein, if the mineral title(s) for mineral commodities is/are owned by the Seller, the title(s) is/are 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 11 a.m. on the 6th day of September, 2018 (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:
  - (a) those implied by law;
  - (b) non-financial obligations now on the title, such as easements, utility right-of-way, covenants and conditions that are normally found registered against property of this nature and which do not affect the saleability of the property;
  - (c) homeowner association caveats, encumbrances and similar registrations; and
  - (d) 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:
  - (a) 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.
  - (b) 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.

6. **WARRANTIES AND REPRESENTATIONS:**

- 6.1 Unless otherwise stated herein, the Seller represents to the best of his/her knowledge to the Buyer that:
  - (a) the current use of the land complies with the existing municipal land use bylaw;
  - (b) 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
  - (c) 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:
  - (a) the Seller has the legal right to sell the property;
  - (b) the Seller is not a non-resident of Canada for the purposes of the *Income Tax Act (Canada)*; and
  - (c) 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:

Items to be included in sale:

- Fridge
- Stove
- Washer
- Dryer
- Dishwasher Built In
- Freezer
- Microwave Hood Fan
- Window Treatments
- Central A/C
- Air Exchanger

- garage heater  
 - Dining table and 4 chairs

\* items included as viewed  
 August 14, 2018

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

water heater	included <input checked="" type="checkbox"/>	not included <input type="checkbox"/>
water softener	included <input type="checkbox"/>	not included <input checked="" type="checkbox"/>
sump pump	included <input checked="" type="checkbox"/>	not included <input type="checkbox"/>
alarm system (excluding monitoring contract)	included <input checked="" type="checkbox"/>	not included <input type="checkbox"/>
storage shed	included <input checked="" type="checkbox"/>	not included <input checked="" type="checkbox"/>
garage door opener and control(s)	included <input checked="" type="checkbox"/>	not included <input type="checkbox"/>
canister and attachments for central vacuum	included <input checked="" type="checkbox"/>	not included <input checked="" type="checkbox"/>
power nozzle for central vacuum	included <input checked="" type="checkbox"/>	not included <input checked="" type="checkbox"/>

- 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
- 6.6 For resale Condominiums, the Seller warrants and agrees that on closing, the Seller shall provide to the Buyer, at the Seller's expense, documentation showing any material change in the Estoppel Certificate and/or Additional Items. Any particulars disclosed in the Estoppel Certificate and Additional Items shall be deemed to have been accepted and form part of the Contract of Purchase and Sale between the Buyer and the Seller.

**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. above have not been satisfied or waived in writing by the date set forth in paragraph 2. 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. 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 If substantial damage or change to the property occurs prior to the Completion Date, including any material change in the Estoppel Certificate and/or Additional Items for Condominiums, this contract shall be terminated and the deposit shall be forthwith returned to the Buyer, unless the damage is repaired and the change remedied, or otherwise agreed to by the Buyer and Seller in writing.
- 7.6 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 559 a.m./p.m. on the 15 day of August, 2018.
- 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 830 a.m./p.m. on the 14 day of August, 2018 in the presence of:

WITNESS \_\_\_\_\_  
WITNESS \_\_\_\_\_

BUYER'S SIGNATURE \_\_\_\_\_  
BUYER'S SIGNATURE \_\_\_\_\_

**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 \_\_\_\_\_  
WITNESS \_\_\_\_\_  
BUYER'S SOLICITOR \_\_\_\_\_

SELLER'S SIGNATURE \_\_\_\_\_  
SELLER'S SIGNATURE \_\_\_\_\_  
SELLER'S SOLICITOR \_\_\_\_\_

The Saskatchewan Real Estate Commission is responsible for the regulation of the real estate industry. They may be contacted at 1-877-700-5233 toll free or 1-306-374-5233 ([www.srec.ca](http://www.srec.ca)).



# SCHEDULE " A " - #101

Developed & Provided by your Association of Saskatchewan REALTORS®

This is SCHEDULE " A " annexed to and forming part of the Contract of Purchase And Sale  
 dated mm 08 dd 14 yyyy 2018 between [Redacted]  
[Redacted] as Buyer,  
 and [Redacted]  
[Redacted] as Seller

- This offer is subject to the inspection of the subject property by a home inspector at the Buyer's own expense, and the obtaining of a report satisfactory to the Buyer by August 27, 2018
- This offer is subject to the Buyer receiving and being satisfied with the Property Condition Disclosure Statement by August 27, 2018
- This offer is subject to the Buyer receiving and being satisfied with the SaskEnergy GasLine Encroachment report by August 27, 2018

**TERM:** The Property Condition Disclosure Statement will be incorporated into and form part of this offer.

[Redacted]  
 Witness

[Redacted]  
 Witness

\_\_\_\_\_  
 Witness

\_\_\_\_\_  
 Witness

[Redacted] ●  
 Buyer Signature

[Redacted] ●  
 Buyer Signature

\_\_\_\_\_  
 Seller Signature

\_\_\_\_\_  
 Seller Signature

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#101 - 02/2018



www.srec.ca

Saskatchewan Real Estate Commission
COUNTER OFFER TO RESIDENTIAL
CONTRACT OF PURCHASE AND SALE
Revised 2013

This Counter Offer is attached to and forms part of the Contract of Purchase and Sale made by:

[Redacted]
(Names of Buyers)
to [Redacted]
(Names of Sellers)
in respect to the property known as: [Redacted]
[Redacted] and dated August 14, 2018, # [Redacted]
(Original Date of Contract of Purchase and Sale and document number)

The Seller accepts the attached Offer and all its terms and conditions subject to the following amendments, exceptions and/or additions and covenant to carry out the sale on the terms and conditions mentioned herein:

Purchase price to be \$322,000.00 (three hundred and twenty two thousand dollars.)

Dining room table & 4 chairs not included.

Unless revoked sooner, this Counter Offer shall be open for acceptance by the Buyer up to 11:00 p.m. the 15 day of August 2018 after which time if not accepted by the Buyer, this Counter Offer shall be null and void and any deposit paid shall be returned to the Buyer without interest. I do further acknowledge my obligation to pay commissions and all applicable federal and provincial taxes to the Seller's Brokerage pursuant to the listing 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 AT 10:05 a.m. on the 15 day of August, 2018.
in the presence of: [Redacted] DocuSigned by: [Redacted]
WITNESS [Redacted] IN WITNESS [Redacted] have hereunto set my hand
SELLER'S SIGNATURE [Redacted]
WITNESS [Redacted] SELLER'S SIGNATURE [Redacted]

The above Counter Offer of the Seller to my Offer is hereby accepted.

SIGNED AND SEALED AT [Redacted] a.m./p.m. on the [Redacted] day of [Redacted], 2018. 8/15/2018 | 6:53 PM CDT
In Buyer's presence of: [Redacted] DocuSigned by: [Redacted] WHEREOF I have hereunto set my hand
WITNESS [Redacted] BUYER'S SIGNATURE [Redacted]
WITNESS [Redacted] BUYER'S SIGNATURE [Redacted]

SELLER SIGNING THIS FORM SHOULD NOT SIGN ACCEPTANCE OF THE ORIGINAL OFFER



Saskatchewan Real Estate Commission  
**AMENDMENT TO RESIDENTIAL CONTRACT OF PURCHASE AND SALE**  
Revised 2013

[www.srec.ca](http://www.srec.ca)

**BETWEEN** BUYER \_\_\_\_\_  
BUYER \_\_\_\_\_  
AND  
SELLER \_\_\_\_\_  
SELLER \_\_\_\_\_

DATED August 14, 2018 DOCUMENT # \_\_\_\_\_  
(ORIGINAL DATE OF CONTRACT OF PURCHASE AND SALE)

Address: \_\_\_\_\_  
\_\_\_\_\_  
Legal Description: \_\_\_\_\_

With respect to the above-mentioned property, the Buyer and Seller hereby agree as follows:

\_\_\_\_\_

- all conditions to be removed by 559PM Tuesday, August 28, 2018

ALL OTHER TERMS AND CONDITIONS CONTAINED IN THE SAID CONTRACT/OFFER REMAIN THE SAME AND IN FULL FORCE AND EFFECT.

8/27/2018 | 10:30 PM CDT

Signed at \_\_\_\_\_ a.m./p.m. on the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

DocuSigned by:  
\_\_\_\_\_  
659A78EC1482401...  
\_\_\_\_\_  
659A78EC1482401...  
WITNESS

DocuSigned by:  
\_\_\_\_\_  
BUYER'S SIGNATURE  
\_\_\_\_\_  
BUYER'S SIGNATURE

8/27/2018 | 8:40 PM CST

Signed at \_\_\_\_\_ a.m./p.m. on the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

\_\_\_\_\_  
WITNESS  
\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
SELLER'S SIGNATURE  
\_\_\_\_\_  
SELLER'S SIGNATURE

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www.srec.ca

Saskatchewan Real Estate Commission
NOTICE TO REMOVE CONDITION(S)
ON RESIDENTIAL CONTRACT OF PURCHASE AND SALE

Revised 2013

BETWEEN

BUYER [redacted]
BUYER [redacted]
AND
SELLER [redacted]
SELLER [redacted]

DATED August 14, 2018 DOCUMENT # [redacted]
(OIGINAL DATE OF CONTRACT OF PURCHASE AND SALE)

Address: [redacted]

Legal Description: [redacted]

With respect to the above-mentioned property, the following conditions are removed:

[redacted] now complete and firm - Condition is removed.

ALL OTHER TERMS AND CONDITIONS CONTAINED IN THE SAID CONTRACT/OFFER REMAIN THE SAME AND IN FULL FORCE AND EFFECT.

8/24/2018 | 11:10 PM CDT

Signed by the Buyer at [redacted] a.m./p.m. this [redacted] day of [redacted], 20 [redacted]

DocuSigned by: [redacted]
WITNESS

DocuSigned by: [redacted]
BUYER'S SIGNATURE
BUYER'S SIGNATURE

8/29/2018 | 6:33 PM CST

Signed by the Seller at [redacted] a.m./p.m. this [redacted] day of [redacted], 20 [redacted]

DocuSigned by: [redacted]
WITNESS

DocuSigned by: [redacted]
SELLER'S SIGNATURE
SELLER'S SIGNATURE





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Saskatchewan Real Estate Commission
NOTICE TO REMOVE CONDITION(S)
ON RESIDENTIAL CONTRACT OF PURCHASE AND SALE
Revised 2013

BETWEEN

BUYER [redacted]
BUYER
AND
SELLER [redacted]
SELLER

DATED August 14, 2018 DOCUMENT # [redacted]
(ORIGINAL DATE OF CONTRACT OF PURCHASE AND SALE)

Address: [redacted]

Legal Description: [redacted]

With respect to the above-mentioned property, the following conditions are removed:

- Buyer has received approval of financing - Condition is removed
- Buyer has received and is satisfied with the home inspection report - Condition is removed
- Buyer has received and is satisfied with the SaskEnergy Gas line report - Condition is removed
- Buyer has received and is satisfied with the Property Condition Disclosure Statement - Condition is removed

\*All conditions have been satisfied. Sale is Firm.

ALL OTHER TERMS AND CONDITIONS CONTAINED IN THE SAID CONTRACT/OFFER REMAIN THE SAME AND IN FULL FORCE AND EFFECT.

Signed by the Buyer at 9:30 a.m./p.m. this 27 day of August, 2018

[redacted]

[redacted]

WITNESS

BUYER'S SIGNATURE

WITNESS

BUYER'S SIGNATURE

8/28/2018 | 11:32 AM CST

Signed by the Seller at a.m./p.m. this day of 20

[redacted]

DocuSigned by: [redacted]

WITNESS

SELLER'S SIGNATURE

WITNESS

SELLER'S SIGNATURE

The Saskatchewan Real Estate Commission is responsible for the regulation of the real estate industry. They may be contacted at 1-877-700-5233 toll free or 1-306-374-5233 (www.srec.ca).



# PROPERTY CONDITION DISCLOSURE STATEMENT ACKNOWLEDGEMENT FORM - #201

Developed & Provided by your Association of Saskatchewan REALTORS®.

## 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 following statement made by the SELLERS concerns the property located at: \_\_\_\_\_

The SELLER'S BROKERAGE has explained the potential implications of not completing the Property Condition Disclosure Statement and the seller has chosen to DECLINE completing the Property Condition Disclosure Statement form.

\_\_\_\_\_  
SELLER  
NEW HOME: This home is a new build, and the seller has never lived in/occupied it; there is a New Home Warranty provided.  
\_\_\_\_\_  
BUYER  
\_\_\_\_\_  
BUYER

\_\_\_\_\_  
SELLER  
\_\_\_\_\_  
SELLER  
\_\_\_\_\_  
SELLER



# PROPERTY CONDITION DISCLOSURE STATEMENT

Developed & Provided by your Association of Saskatchewan REALTORS®.

SELLER: \_\_\_\_\_

DATE OF DISCLOSURE: August 17, 2018

SELLER: \_\_\_\_\_

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

SELLER(S) 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?		<input checked="" type="checkbox"/>		
b) Are the dwellings connected to a private sewer system? If private, describe.		<input checked="" type="checkbox"/>		
c) Are you aware of any problems with the sewer system?		<input checked="" type="checkbox"/>		
d) Are the dwellings connected to a public (City/Municipal) water system?		<input checked="" type="checkbox"/>		
e) Are the dwellings connected to a private (e.g. well or shared well) water system? If private, describe.		<input checked="" type="checkbox"/>		
f) Are you aware of any problems re: quantity or quality of well water? (Gal/Min if known _____)			<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<b>2. INSULATION</b>				
a) To the best of your knowledge does the dwellings/improvements contain asbestos or urea formaldehyde foam insulation?		<input checked="" type="checkbox"/>		
b) To the best of your knowledge is the ceiling insulated?		<input checked="" type="checkbox"/>		
c) To the best of your knowledge are the exterior walls insulated?		<input checked="" type="checkbox"/>		
d) To the best of your knowledge are the basement exterior walls insulated?		<input checked="" type="checkbox"/>		
<b>3. GENERAL</b>				
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)?		<input checked="" type="checkbox"/>		
b) Are you aware of or have you been charged any local improvement levies or taxes on the property?		<input checked="" type="checkbox"/>		
c) Have you received any notice or claim affecting the property from any person or public body?		<input checked="" type="checkbox"/>		
d) Are you aware of any encroachments or unregistered rights of way (e.g., shared drive, access road to adjoining property, shared well)?		<input checked="" type="checkbox"/>		
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?		<input checked="" type="checkbox"/>		
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)?		<input checked="" type="checkbox"/>		
g) Are you aware of any roof leaks or moisture or water problems or unrepaired water damage in the dwellings/improvements?		<input checked="" type="checkbox"/>		
h) Are you aware of any past or present flooding or drainage problems on the property?		<input checked="" type="checkbox"/>		
i) Are you aware of any unrepaired damage due to wind, fire, hail, insects or rodents?		<input checked="" type="checkbox"/>		
j) Are you aware of any structural defects in the dwellings/improvements?		<input checked="" type="checkbox"/>		
k) 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?		<input checked="" type="checkbox"/>		
l) Are you aware of any improvements, additions or alterations made without the required permits?		<input checked="" type="checkbox"/>		
m) 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?		<input checked="" type="checkbox"/>		
n) Are you aware of any tests for mould, fungi, or indoor air quality in the property?		<input checked="" type="checkbox"/>		
o) Other than general household cleaning, have you taken any efforts to control or remediate mould or mould-like substances in the property? <b>Note to Buyer:</b> 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: <a href="http://www.hc-sc.gc.ca/ewh-sem/pubs/air/fungal-fongique/abstract-resume-eng.php">http://www.hc-sc.gc.ca/ewh-sem/pubs/air/fungal-fongique/abstract-resume-eng.php</a> .		<input checked="" type="checkbox"/>		

Buyer \_\_\_\_\_

Seller \_\_\_\_\_

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?		<input checked="" type="checkbox"/>		
b) If you answered yes to a) above, did you accept the program?				<input checked="" type="checkbox"/>
<b>5. CONDOMINIUM PROPERTY</b>				
a) Are there any special assessments approved or proposed but not yet voted on?				<input checked="" type="checkbox"/>
b) Are there any proposed amendments to the condominium bylaws or rules which may alter or restrict the permitted uses of the property?				<input checked="" type="checkbox"/>
c) Are there any restrictions on pets, children, age, parking, home-based business or rentals?				<input checked="" type="checkbox"/>

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

- CENTRAL VCL WORKED BUT WE GOT RID OF THE POWER UNIT FOR IT.  
 - ALSO WHEN I WAS REMOVING SOME OF THE OLD PLYBL BOARDS AND HUNGING NEW OLYWALL IN LIVING ROOM. I NOTICED THERE WAS SOME BACKER BOARD SECURED TO THE WALL WHERE THE FIRE PLACE USED TO EXIST. NOT SURE IF THIS STUFF CONTAINED ASBESTOS SO I LEFT IT SECURED TO THE WALL AND BUILT A FRAME OVER TOP OF IT AND BRIDLED IT BENEATH A NEW WALL & OLY WALL FIGURED IT WOULD BE BETTER DOING THAT.

7. THE SELLER HAS OWNED THE PROPERTY SINCE \_\_\_\_\_

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 mm \_\_\_\_\_ dd \_\_\_\_\_ yyyy \_\_\_\_\_.

BUYER \_\_\_\_\_

BUYER \_\_\_\_\_

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## No Encroachment Identified

May 16, 2018



Dear Customer:

SaskEnergy has inspected our natural gas facilities at [REDACTED] and is pleased to inform you that as of **May, 16, 2018, there was no encroachment identified.**

Encroachments are classified in the following ways:

1. A **pipeline encroachment** is any building or structure located over, or in some cases near, the natural gas pipeline or facility, including facilities that are not situated in an easement. A natural gas facility may include, but is not limited to, the pipeline itself, regulators, shut-off valves, meters or gas mains.
2. An **easement encroachment** generally consists of any tree, shrub, pit, well, foundation, pavement, building, or structure located on a pipeline easement. Urban pipeline easements are identified on your property title.

SaskEnergy provides a clearance letter and hazard identification service for pipeline encroachments only. Nothing herein shall constitute the consent of SaskEnergy to any easement encroachments that may be present. Identification and removal of easement encroachments is the responsibility of the landowner.

To ensure that any new construction does not create a pipeline encroachment on SaskEnergy facilities, contact Sask1st Call at least 48 hours before any digging, landscaping or building project to have the underground lines marked **FREE** of charge. **For your convenience, line locate requests can be submitted at [sask1stcall.com](http://sask1stcall.com) or by calling 1-866-828-4888.** In addition to having the underground lines located, to avoid easement encroachments **you must review your property title** to determine whether or not there is an easement indicated on your property. In rural areas, SaskEnergy can advise you as to whether an unregistered easement exists.

If you have questions regarding encroachments, please contact us at 1-888-700-0427 (select menu option #2). A Customer Service Representative is available to take your call, Monday to Friday between 8:00 a.m. and 4:30 p.m. Thank you and we look forward to continuing to serve you.

Sincerely,

SaskEnergy Customer Service Team

