



THE CANADIAN
BAR ASSOCIATION
British Columbia Branch

PAGE 1 of PAGES

RE/MAX
Kelowna

CONTRACT OF PURCHASE AND SALE

BROKERAGE: RE/MAX Kelowna DATE: November 10, 2014
ADDRESS: #100 - 1553 Harvey Ave Kelowna PC: V1Y 6G1 PHONE: 250-717-5000
PREPARED BY: Gino Dal Ponte MLS® NO: 10086833

SELLER: <u>Julie Diemer</u>	BUYER: <u>Michael van der Gulik</u>
SELLER: <u>James Diemer</u>	BUYER: <u>Jodie van der Gulik</u>
ADDRESS: <u>9817 Crimson RD</u>	ADDRESS: <u>10350 Monte Bella</u>
Lake Country PC: <u>V4V 2S1</u>	Lake Country, BC PC: <u>V4V 1K7</u>
PHONE: _____	PHONE: _____
RESIDENT OF CANADA ☐ NON-RESIDENT OF CANADA ☐	OCCUPATION: _____
as defined under the <i>Income Tax Act</i> .	

PROPERTY:

9817 Crimson RD

UNIT NO. _____ ADDRESS OF PROPERTY _____
Lake Country V4V 2S1
CITY/TOWN/MUNICIPALITY: _____ POSTAL CODE _____
027-812-677
PID _____ OTHER PID(S) _____
Lot 16, plan KAP88490, Sec. 9, LD 41, twp 20
LEGAL DESCRIPTION _____

The Buyer agrees to purchase the Property from the Seller on the following terms and subject to the following conditions:

- PURCHASE PRICE:** The purchase price of the Property will be Four Hundred ~~Thirteen~~ Thousand Seven Hundred Fifty Forty Eight 448,000 DOLLARS \$413,750.00 (Purchase Price)
JD JD JD JD JD JD
- DEPOSIT:** A deposit of \$30,000.00 which will form part of the Purchase Price, will be paid within 24 hours of acceptance unless agreed as follows:
within 48 hours, not including Saturdays, Sundays and statutory holidays, of the Buyers final subject removal date

All monies paid pursuant to this section (Deposit) will be paid in accordance with section 10 or by uncertified cheque except as otherwise set out in this section 2 and will be delivered in trust to Re/Max Kelowna

and held in trust in accordance with the provisions of the *Real Estate Services Act*. In the event the Buyer fails to pay the Deposit as required by this Contract, the Seller may, at the Seller's option, terminate this Contract. The party who receives the Deposit is authorized to pay all or any portion of the Deposit to the Buyer's or Seller's conveyancer (the "Conveyancer") without further written direction of the Buyer or Seller, provided that: (a) the Conveyancer is a Lawyer or Notary; (b) such money is to be held in trust by the Conveyancer as stakeholder pursuant to the provisions of the *Real Estate Services Act* pending the completion of the transaction and not on behalf of any of the principals to the transaction; and (c) if the sale does not complete, the money should be returned to such party as stakeholder or paid into Court.

JD JD JD JD
INITIALS

3. **TERMS AND CONDITIONS:** The purchase and sale of the Property includes the following terms and is subject to the following conditions:
See Addendums

Each condition, if so indicated is for the sole benefit of the party indicated. Unless each condition is waived or declared fulfilled by written notice given by the benefiting party to the other party on or before the date specified for each condition, this Contract will be terminated thereupon and the Deposit returnable in accordance with the *Real Estate Services Act*.

4. **COMPLETION:** The sale will be completed on November 28, yr. 2014
(Completion Date) at the appropriate Land Title Office.
5. **POSSESSION:** The Buyer will have vacant possession of the Property at noon m. on November 29, yr. 2014 (Possession Date) OR, subject to the following existing tenancies, if any:
tenant in lower suite only
6. **ADJUSTMENTS:** The Buyer will assume and pay all taxes, rates, local improvement assessments, fuel utilities and other charges from, and including, the date set for adjustments, and all adjustments both incoming and outgoing of whatsoever nature will be made as of November 29, yr. 2014 (Adjustment Date).
7. **INCLUDED ITEMS:** The Purchase Price includes any buildings, improvements, fixtures, appurtenances and attachments thereto, and all blinds, awnings, screen doors and windows, curtain rods, tracks and valances, fixed mirrors, fixed carpeting, electric, plumbing, heating and air conditioning fixtures and all appurtenances and attachments thereto as viewed by the Buyer at the date of inspection, INCLUDING: JD JD [AV IMV]
All appliances (12) as viewed, ~~built in vacuum including hoses, attachments, power heads & accessories~~, 2 remote garage door openers, window coverings

BUT EXCLUDING: _____

8. **VIEWED:** The Property and all included items will be in substantially the same condition at the Possession Date as when viewed by the Buyer on November 9, yr. 2014
9. **TITLE:** Free and clear of all encumbrances except subsisting conditions, provisos, restrictions exceptions and reservations, including royalties, contained in the original grant or contained in any other grant or disposition from the Crown, registered or pending restrictive covenants and rights-of-way in favour of utilities and public authorities, existing tenancies set out in Clause 5, if any, and except as otherwise set out herein.
10. **TENDER:** Tender or payment of monies by the Buyer to the Seller will be by certified cheque, bank draft, cash or Lawyer's/Notary's or real estate brokerage's trust cheque.
11. **DOCUMENTS:** All documents required to give effect to this Contract will be delivered in registrable form where necessary and will be lodged for registration in the appropriate Land Title Office by 4 pm on the Completion Date.

X X
[JV] [MV] [JD] [JD]
INITIALS

PROPERTY ADDRESS

12. **TIME:** Time will be of the essence hereof, and unless the balance of the cash payment is paid and such formal agreements to pay the balance as may be necessary is entered into on or before the Completion Date, the Seller may, at the Seller's option, terminate this Contract, and, in such event, the amount paid by the Buyer will be non-refundable and absolutely forfeited to the Seller in accordance with the *Real Estate Services Act*, on account of damages, without prejudice to the Seller's other remedies.

13. **BUYER FINANCING:** If the Buyer is relying upon a new mortgage to finance the Purchase Price, the Buyer, while still required to pay the Purchase Price on the Completion Date, may wait to pay the Purchase Price to the Seller until after the transfer and new mortgage documents have been lodged for registration in the appropriate Land Title Office, but only if, before such lodging, the Buyer has: (a) made available for tender to the Seller that portion of the Purchase Price not secured by the new mortgage, and (b) fulfilled all the new mortgagee's conditions for funding except lodging the mortgage for registration, and (c) made available to the Seller, a Lawyer's or Notary's undertaking to pay the Purchase Price upon the lodging of the transfer and new mortgage documents and the advance by the mortgagee of the mortgage proceeds pursuant to the Canadian Bar Association (BC Branch) (Real Property Section) standard undertakings (the "CBA Standard Undertakings").

14. **CLEARING TITLE:** If the Seller has existing financial charges to be cleared from title, the Seller, while still required to clear such charges, may wait to pay and discharge existing financial charges until immediately after receipt of the Purchase Price, but in this event, the Seller agrees that payment of the Purchase Price shall be made by the Buyer's Lawyer or Notary to the Seller's Lawyer or Notary, on the CBA Standard Undertakings to pay out and discharge the financial charges, and remit the balance, if any, to the Seller.

15. **COSTS:** The Buyer will bear all costs of the conveyance and, if applicable, any costs related to arranging a mortgage and the Seller will bear all costs of clearing title.

16. **RISK:** All buildings on the Property and all other items included in the purchase and sale will be, and remain, at the risk of the Seller until 12:01 am on the Completion Date. After that time, the Property and all included items will be at the risk of the Buyer.

17. **PLURAL:** In this Contract, any reference to a party includes that party's heirs, executors, administrators, successors and assigns; singular includes plural and masculine includes feminine.

18. **REPRESENTATIONS AND WARRANTIES:** There are no representations, warranties, guarantees, promises or agreements other than those set out in this Contract and the representations contained in the Property Disclosure Statement if incorporated into and forming part of this Contract, all of which will survive the completion of the sale.

19. **PERSONAL INFORMATION:** The Buyer and the Seller hereby consent to the collection, use and disclosure by the Brokerages and by the managing broker(s), associate broker(s) and representative(s) of those Brokerages (collectively the "Licensee(s)") described in Clause 20, the real estate boards of which those Brokerages and Licensees are members and, if the Property is listed on a Multiple Listing Service®, the real estate board that operates the Multiple Listing Service®, of personal information about the Buyer and the Seller:

A. for all purposes consistent with the transaction contemplated herein;

B. if the Property is listed on a Multiple Listing Service®, for the purpose of the compilation, retention and publication by the real estate board that operates the Multiple Listing Service® and other real estate boards of any statistics including historical Multiple Listing Service® data for use by persons authorized to use the Multiple Listing Service® of that real estate board and other real estate boards;

C. for enforcing codes of professional conduct and ethics for members of real estate boards; and

D. for the purposes (and to the recipients) described in the brochure published by the British Columbia Real Estate Association entitled *Working With a REALTOR®*.

AV MV SD JD
INITIALS X

9817 Crimson RD
PROPERTY ADDRESS

Lake Country

V4V 2S1

PAGE 4 of _____ PAGES

20. **AGENCY DISCLOSURE:** The Seller and the Buyer acknowledge having received, read and understood the brochure published by the British Columbia Real Estate Association entitled *Working With a REALTOR®* and acknowledge and confirm as follows:

A. the Seller has an agency relationship with

Naze Khajavi

DESIGNATED AGENT/LICENSEE

who is licensed in relation to RE/MAX Kelowna

BROKERAGE

B. the Buyer has an agency relationship with

Gino Dal Ponte

DESIGNATED AGENT/LICENSEE

who is licensed in relation to RE/MAX Kelowna

BROKERAGE

C. the Buyer and the Seller have consented to a limited dual agency relationship with

DESIGNATED AGENT/LICENSEE

who is/are licensed in relation to _____

BROKERAGE

having signed a Limited Dual Agency Agreement dated _____

If only (A) has been completed, the Buyer is acknowledging no agency relationship. If only (B) has been completed, the Seller is acknowledging no agency relationship.

21. **ACCEPTANCE IRREVOCABLE (Buyer and Seller):** The Seller and the Buyer specifically confirm that this Contract of Purchase and Sale is executed under seal. It is agreed and understood that the Seller's acceptance is irrevocable, including without limitation, during the period prior to the date specified for the Buyer to either:

A. fulfill or waive the terms and conditions herein contained; and/or

B. exercise any option(s) herein contained.

22. **THIS IS A LEGAL DOCUMENT. READ THIS ENTIRE DOCUMENT AND INFORMATION PAGE BEFORE YOU SIGN.**

23. **OFFER:** This offer, or counter-offer, will be open for acceptance until 6 o'clock p.m. on November 12, yr. 2014 (unless withdrawn in writing with notification to the other party of such revocation prior to notification of its acceptance), and upon acceptance of the offer, or counter-offer, by accepting in writing and notifying the other party of such acceptance, there will be a binding Contract of Purchase and Sale on the terms and conditions set forth.

X [Signature]
WITNESS

X [Signature]
WITNESS

BUYER

BUYER

SEAL

Michael van der Gulik

PRINT NAME

SEAL

Jodie van der Gulik

PRINT NAME

24. **ACCEPTANCE:** The Seller (a) hereby accepts the above offer and agrees to complete the sale upon the terms and conditions set out above, (b) agrees to pay a commission as per the Listing Contract, and (c) authorizes and instructs the Buyer and anyone acting on behalf of the Buyer or Seller to pay the commission out of the proceeds of sale and forward copies of the Seller's Statement of Adjustments to the Cooperating/Listing Brokerage, as requested forthwith after completion.

Seller's acceptance is dated

NOV 12/14

yr.

X [Signature]
WITNESS

X [Signature]
WITNESS

SEAL

Julie Diemer

SELLER

SELLER

SEAL

Julie Diemer

PRINT NAME

SEAL

James Diemer

PRINT NAME

*PREC represents Personal Real Estate Corporation.

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BC2057 REV. DA NOV 2013

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WEBForms® Jan/2014



RE/MAX Kelowna



BRITISH COLUMBIA
REAL ESTATE
ASSOCIATION



THE CANADIAN
BAR ASSOCIATION
British Columbia Branch

CONTRACT OF PURCHASE AND SALE ADDENDUM

MLS® NO.: 10086833

DATE: November 10, 2014

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RE: ADDRESS 9817 Crimson RD Lake Country V4V 2S1
LEGAL DESCRIPTION: Lot 16, plan KAP88490, Sec. 9, LD 41, twp 20
PID 027-812-677 OTHER PID(S) _____

FURTHER TO THE CONTRACT OF PURCHASE AND SALE DATED November 10, 2014
MADE BETWEEN Michael van der Gulik Jodie van der Gulik AS BUYER, AND
Julie Diemer James Diemer AS SELLER AND COVERING
THE ABOVE-MENTIONED PROPERTY, THE UNDERSIGNED HEREBY AGREE AS FOLLOWS:

The Buyer and Seller agree that the terms and conditions of this offer, any further counter-offer or amendments shall not be disclosed to any other potential Buyer(s)/Agent of the property, prior to the full subject removal, without the prior written consent of the Buyer.

This Contract of Purchase and Sale is SUBJECT TO THE BUYER fulfilling the following 8 subjects in writing by November 19, 2014. These subjects are for the sole benefit of the Buyer and may be waived in writing at the Buyer's absolute and sole discretion, failing which this Contract of Purchase and Sale shall be null and void and the Buyer(s) deposit, if any, shall be returned in full to the Buyer within 5 business days.

1. FINANCING - Buyer(s) obtaining approval for suitable financing on the property with a lender of the Buyer's choice.
2. INSURANCE - Buyer(s) obtaining approval for fire/property insurance for the said property, satisfactory to the Buyer(s).
3. PROPERTY DISCLOSURE STATEMENT - Buyer(s) approving a Property Disclosure Statement for this property as provided by the Seller. The Seller agrees to update this statement if it is older than 3 months.
4. TITLE OF THE PROPERTY - Subject to the Buyer(s) searching and approving title to the property against the presence of any charge or other feature, whether registered or not, that may reasonably affect the property's use or value.
5. HOME & PROPERTY INSPECTION - Subject to the Buyer(s), at the Buyer(s) expense, obtaining and approving a Home & Property Inspection Report on the property from a qualified professional Home Inspector of the Buyer's choice. The Seller agrees to allow unfettered access to the property with 24 hours notice to facilitate this inspection. The above conditions are included for the benefit of the Buyer(s) and may be waived or fulfilled at the Buyer(s) absolute and sole discretion.

X		SEAL Michael van der Gulik
WITNESS	BUYER	PRINT NAME
X		SEAL Jodie van der Gulik
WITNESS	BUYER	PRINT NAME
X		SEAL Julie Diemer
WITNESS	SELLER	PRINT NAME
X		SEAL James Diemer
WITNESS	SELLER	PRINT NAME

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Julie Diemer James Diemer AS SELLER AND COVERING
THE ABOVE-MENTIONED PROPERTY, THE UNDERSIGNED HEREBY AGREE AS FOLLOWS:

Subjects Continued.

The conditions set out below are included for the sole benefit of the Buyer(s) and may be fulfilled or waived at the Buyer(s) absolute and sole discretion.

6. VERIFYING ELIGIBILITY - Buyer(s) verifying qualification for PTT First Time Buyer eligibility and exemptions.

7. PROFESSIONAL ADVICE - Buyer(s) satisfying themselves in seeking advice from a solicitor, appraiser and or accountant in connection with this transaction.

8. RENTAL AGREEMENT - Buyer(s) receiving and approving the rental agreement.

The above 8 subjects are for the sole benefit of the Buyer(s) and may be fulfilled or waived at the sole and absolute discretion of the Buyer(s).

X <u>[Signature]</u>	<u>M. Van der Gulik</u>	SEAL <u>Michael van der Gulik</u>
WITNESS	BUYER	PRINT NAME
X <u>[Signature]</u>	<u>J. Van der Gulik</u>	SEAL <u>Jodie van der Gulik</u>
WITNESS	BUYER	PRINT NAME
X <u>[Signature]</u>	<u>Julie Diemer</u>	SEAL <u>Julie Diemer</u>
WITNESS	SELLER	PRINT NAME
X <u>[Signature]</u>	<u>James Diemer</u>	SEAL <u>James Diemer</u>
WITNESS	SELLER	PRINT NAME

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Julie Diemer James Diemer AS SELLER AND COVERING
THE ABOVE-MENTIONED PROPERTY, THE UNDERSIGNED HEREBY AGREE AS FOLLOWS:

TERMS

1. **PROVINCIAL PROPERTY TRANSFER TAX** - The Buyer(s) acknowledge their responsibility to pay legal and land registry fees to transfer the title into their name(s) and that they will be required to pay Provincial Property Transfer Tax of 1% of the purchase price up to \$200,000 and 2% on any amount over \$200,000.
2. **SURVEY CERTIFICATE** - The Seller(s) agree to provide the Buyer(s) at no cost a survey certificate of the property if one is available.
3. **APPLIANCE WARRANTY** - The Seller(s) acknowledge that all included items ~~will be in~~ good and proper working order at final walk-through and possession date. ~~In the event that the appliances are not working at the final walk-through the purchase price shall be reduced by the cost to have the appliances repaired and or replaced with a similar brand/make, year and model.~~ Appliances as is. JD JO [initials]
4. **REMOVAL OF ALL SELLERS POSSESSIONS AND FINAL WALK-THROUGH** - The Seller(s) agrees to remove all of their personal possessions and leave the home and property clean and vacant on Possession Date. Failure to do so will result in a Hold-Back of funds by the Buyer(s) to cover the cost to have the property professionally cleaned and/or to have the Seller(s) possessions removed and disposed of. The Seller(s) agrees to allow the Buyer(s) or their Designated Agent, a Final Walk-Through Inspection of the said property the day prior to the closing date or on the day of closing (day to be determined by Buyer) to ensure that the property is in the same condition as originally viewed by the Buyer(s) and that the Seller(s) have removed all of their possessions.
5. **SELLER WARRANTS NO HIDDEN DAMAGE** - The Seller(s) warrants that there is no damage to the walls, floors or property, other than normal wear and tear, underneath or behind personal items in the home and on the property that would not be visible to the Buyer(s) when last viewed.
6. **HST/GST LIABILITY** - The Purchase Price shall include HST/GST if it is determined that such tax is applicable in connection with this transaction.

X <u>[Signature]</u> WITNESS	<u>M. Vandy Gulik</u> BUYER	SEAL <u>Michael van der Gulik</u> PRINT NAME
X <u>[Signature]</u> WITNESS	<u>J. Vandy Gulik</u> BUYER	SEAL <u>Jodie van der Gulik</u> PRINT NAME
X <u>[Signature]</u> WITNESS	<u>Julie Diemer</u> SELLER	SEAL <u>Julie Diemer</u> PRINT NAME
X <u>[Signature]</u> WITNESS	<u>James Diemer</u> SELLER	SEAL <u>James Diemer</u> PRINT NAME

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Kelowna



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Julie Diemer James Diemer AS SELLER AND COVERING
THE ABOVE-MENTIONED PROPERTY, THE UNDERSIGNED HEREBY AGREE AS FOLLOWS:

TERMS CONTINUED

7. FIREPLACE, FIREPLACE INSERTS and WOOD STOVES - The Seller(s) warrants that if the property contains either a Fireplace, Fireplace Insert or Wood Stove that they have been installed and maintained in compliance with applicable municipal or regional bylaws and fire insurance requirements. ~~If the Buyer(s) determine that the said equipment does not meet with applicable municipal or regional bylaws and fire insurance requirements the Seller(s) agree to remedy the equipment, at their own expense, to meet said requirements. The Seller agrees to have the fireplace professionally cleaned prior to final Walk-Through Inspection and to provide the Buyer(s) with the receipt for this work.~~
as is. JD JD JV JM

8. AUTHORIZATION - Upon acceptance of this offer, the Seller(s) authorize the applicable municipality and utility providers to allow access to the subject property's information file to the Buyer(s) or Buyer(s) Agent.

9. LATENT DEFECTS & STIGMATIZED PROPERTIES - The Seller warrants that they have disclosed to the Buyer any and all Latent Defects (as per Council Rule 5-13(1)(a)(i)(ii) and any other issue that would stigmatize the property. These disclosures include (unnatural death, drug home, grow operation, a crime committed in the home or previous burial ground) that they are aware of.

X <u>[Signature]</u> WITNESS	<u>M. Van der Gulik</u> BUYER	SEAL Michael van der Gulik PRINT NAME
X <u>[Signature]</u> WITNESS	<u>J. Van der Gulik</u> BUYER	SEAL Jodie van der Gulik PRINT NAME
X <u>[Signature]</u> WITNESS	<u>Julie Diemer</u> SELLER	SEAL Julie Diemer PRINT NAME
X <u>[Signature]</u> WITNESS	<u>James Diemer</u> SELLER	SEAL James Diemer PRINT NAME

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CONTRACT OF PURCHASE AND SALE INFORMATION ABOUT THIS CONTRACT

THIS INFORMATION IS INCLUDED FOR THE ASSISTANCE OF THE PARTIES ONLY. IT DOES NOT FORM PART OF THE CONTRACT AND SHOULD NOT AFFECT THE PROPER INTERPRETATION OF ANY OF ITS TERMS.

1. **CONTRACT:** This document, when signed by both parties, is a legally binding contract. READ IT CAREFULLY. The parties should ensure that everything that is agreed to is in writing.
2. **DEPOSIT(S):** Section 28 of the *Real Estate Services Act* requires that money held by a brokerage in respect of a real estate transaction for which there is an agreement between the parties for the acquisition and disposition of the real estate be held by the brokerage as a stakeholder. The money is held for the real estate transaction and not on behalf of one of the parties. If a party does not remove a subject clause, the brokerage requires the written agreement of both parties in order to release the deposit. If both parties do not sign the agreement to release the deposit, then the parties will have to apply to court for a determination of the deposit issue.
3. **COMPLETION:** (Clause 4) Unless the parties are prepared to actually meet at the Land Title Office and exchange title documents for the Purchase Price, it is, in every case, advisable for the completion of the sale to take place in the following sequence:
 - (a) The Buyer pays the Purchase Price or down payment in trust to the Buyer's Lawyer or Notary (who should advise the Buyer of the exact amount required) several days before the Completion Date and the Buyer signs the documents.
 - (b) The Buyer's Lawyer or Notary prepares the documents and forwards them for signature to the Seller's Lawyer or Notary who returns the documents to the Buyer's Lawyer or Notary.
 - (c) The Buyer's Lawyer or Notary then attends to the deposit of the signed title documents (and any mortgages) in the appropriate Land Title Office.
 - (d) The Buyer's Lawyer or Notary releases the sale proceeds at the Buyer's Lawyer's or Notary's office.

Since the Seller is entitled to the Seller's proceeds on the Completion Date, and since the sequence described above takes a day or more, it is strongly recommended that the Buyer deposits the money and the signed documents AT LEAST TWO DAYS before the Completion Date, or at the request of the Conveyancer, and that the Seller delivers the signed transfer documents no later than the morning of the day before the Completion Date.

While it is possible to have a Saturday Completion Date using the Land Title Office's Electronic Filing System, parties are strongly encouraged NOT to schedule a Saturday Completion Date as it will restrict their access to fewer lawyers or notaries who operate on Saturdays; lenders will generally not fund new mortgages on Saturdays; lenders with existing mortgages may not accept payouts on Saturdays; and other offices necessary as part of the closing process may not be open.

4. **POSSESSION:** (Clause 5) the Buyer should make arrangements through the real estate licensee for obtaining possession. The Seller will not generally let the Buyer move in before the Seller has actually received the sale proceeds. Where residential tenants are involved, Buyers and Sellers should consult the *Residential Tenancy Act*.
5. **TITLE:** (Clause 9) It is up to the Buyer to satisfy the Buyer on matters of zoning or building or use restrictions, toxic or environmental hazards, encroachments on or by the Property and any encumbrances which are staying on title before becoming legally bound. It is up to the Seller to specify in the Contract if there are any encumbrances, other than those listed in Clause 9, which are staying on title before becoming legally bound. If you as the Buyer are taking out a mortgage, make sure that title, zoning and building restrictions are all acceptable to your mortgage company. In certain circumstances, the mortgage company could refuse to advance funds, if you as the seller are allowing the Buyer to assume your mortgage, you may still be responsible for payment of the mortgage, unless arrangements are made with your mortgage company.
6. **CUSTOMARY COSTS:** (Clause 15) In particular circumstances there may be additional costs, but the following costs are applicable in most circumstances:

Costs to be Borne by the Seller

Lawyer or Notary Fees and Expenses:

- attending to execution documents.

Costs of clearing title, including:

- discharge fees charged by encumbrance holders,
- prepayment penalties.

Real Estate Commission (plus GST).

Goods and Services Tax.

Costs to be Borne by the Buyer

Lawyer or Notary Fees and Expenses:

- searching title,

- investigating title,

- drafting documents.

Land Title Registration fees.

Survey Certificate (if required).

Costs of Mortgage, including:

- mortgage company's Lawyer/Notary.

- appraisal (if applicable)

- Land Title Registration fees.

Fire Insurance Premium.

Sales Tax (if applicable).

Property Transfer Tax.

Goods and Services Tax.

7. **RISK:** (Clause 16) The Buyer should arrange for Insurance to be effective on the earlier of the Completion Date or the date the Seller receives the proceeds of sale, or the date the Seller vacates the property.
8. **FORM OF CONTRACT:** This Contract of Purchase and Sale is designed primarily for the purchase and sale of freehold residences. If your transaction involves:

- a house or other building under construction

- a lease

- a business

- an assignment

- other special circumstances (including the acquisition of land situated on a First Nations reserve)

Additional provisions, not contained in this form, may be needed, and professional advice should be obtained. A Property Disclosure Statement completed by the Seller may be available.

Residential Full w/photos

9817 Crimson Road, Lake Country, V4V 2S1

MLS® #: **10086833** Status: **Active** PID: **027-812-677**
 Zone: **Central Okanagan** Sub Area: **LCSW - Lake Country South West**

Price: **\$459,000**
 Orig Price: **\$499,900**
 ADOM: **98**



General Information

Prop Type: **Single Family Residential** Year Built: **2012**
 Type Dwell: **Single Family** Yr Blt Dsc: **Approximate**
 Style/Story: **Rancher w/Bsmnt** Shop/Den: **-/No**

Layout
 Beds: **4**
 Full Baths: **4**
 Half Baths: **0**
 En Suite: **4-PCE**
 Ttl Baths: **4**

Finished Floor Area
 Main: **1299**
 Above Main:
 Below Main:
 Basement: **1098**
 Total: **2397**

Lot Information

Frontage: **53**
 Depth: **105**
 Irregular:
 Acres: **0.13**
 Wtr Frnt:
 Wtr Infl:
 View: **Mountain View, Valley View**

Parking

Prk Cov: **2** RV Park:
 Prk Uncov: **3** Add Prk: **Yes**
 Prk Spcs:
 Carport:
 Grg Opt: **Double**
 Grg Dsc: **Attached**

Listing Information

List Date: **08/06/2014** Hold Date:
 Exp Date: **08/07/2014** Act Date:
 Permit Pub: **Yes** P MLS.CA:
 X List F#: X List C#:
 TC Length:
 World Property: **Yes**

Cncl Type:
 Cncl Date:
 Incl MLS.CA: **Yes**
 Link List#:

Last Mod: **11/05/2014**
 Sbj Rmv:
 Incl Addrs: **Yes**
 Intr MLS#:

Features

Wood Stove:
 Rentals: **Yes**
 Fireplace: **1, Gas, Conventional**
 Construct: **Frame - Wood**
 Foundation: **Concrete**
 Exterior Fin: **Hardie Board, Stone**
 Water: **Irrigation District**
 Fencing:
 Pool Type:
 Equip/Appl: **Dishwasher, Dryer, Refrigerator, Stove - Electric, Washer, Window Coverings**
 Flooring: **Ceramic Tile, Hardwood, Partial Carpet**
 Structures: **Covered Deck**
 Exterior Feat: **Fenced Yard, Private Yard, Underground Sprinkler**
 Interior Feat: **Central Air, Drywall, Island, Vacuum Roughed In**
 Site Infl: **Central Location, Easy Access, Fully Landscaped, Landscaped, Quiet Area**

ByLaws Avl:
 Handicap Eq: **No**
 Gated: **No**
 Pets: **Yes**
 Bsmnt: **Full/Separate Entrance, Walkout/Fully Finishe**
 Roof: **Asphalt/Fibreglass Shingles**
 Suites Dsc: **Legal**
 Heat/Cool: **Central Air, Forced Air**
 Fuel: **Natural Gas**
 Outside Area:
 Sewage: **Sewer**

Rooms

Room	L	Dimensions	Room	L	Dimensions	Room	L	Dimensions
Kitchen	L1	13X12	Great Room	L1	13X16	Dining Room	L1	10X11
Master Bedroom	L1	11X14	Bedroom	L1	11X12	Bedroom	B	12X10
Family Room	B	11X13	Laundry	L1	5X7	Bedroom	B	12X13
Kitchen	B	8X11	Living Room	B	10X13	Bathroom - Full	B	
Bathroom - Full	L1		Ensuite - Full	L1		Bathroom - Full	B	

Title

Title Held: **Freehold** Terms Sale:
 Assign Cont: **No** Poss:
 Trades:

Court Sale: **No** Fract Int:
 Cont Dsc:
 Title Form: **Conventional**

Legal/Tax

Native Res: **No** Survey: **No** Levies: **No Levies** Stat Tax: **Assessed**
 LR Owner: **No** Spc Imprv: **No** Imprv: **\$311,000.00** Taxes: **\$3,323.00**
 Sell Discse: Fin Stmnts: Occupied By: **Tenant** Tax Yr: **2014**
 Re-Zone: Zone Code: **sfd** Lnd Asmnt: **\$158,000.00** Ttl Asmnt: **\$469,000.00**
 Zone Typ:
 Non-Fin Enc:
 Seller Nm: **Julie Diemer, James Diemer** Phone:
 Tenant Nm: Ten.Phone:
 Legal Dsc: **Lot 16, plan KAP88490, Sec. 9, LD 41, twp 20**

Office Information

List Brk: **RE/MAX Kelowna** Phone: **250-717-5000**
 List Rep: **Naze Khajavi** Phone: **250-862-6770**
 Comm: **3.5% on first \$100,000 , 1.5% on balance**

Remarks

Dtl Loc: **Sageglenn- Hwy 97/Glenmore/Seaton/Dick/Chase/Crimson**
 Pub Rmks: **newer home well designed with 2+1 BDR,3 full bath,family rm, great rm with open concept kitchen & dining pl a self-contained legal 1-bedroom suite w/own entrance,laundry. 12 appliances included.fully fenced and landscaped w/U.G. irrigation. double garage w/extra parking for the suite at the back. great valleyview. amon newer homes. currently rented to wonderful tenants.Home is really well maintained and priced right.**

Rep Rmks:

newer home well designed with 2+1 BDR,3 full bath,family rm, great rm with open concept kitchen & dining pl a self-contained legal 1-bedroom suite w/own entrance,laundry. 12 appliances included.fully fenced and landscaped w/U.G. irrigation. double garage w/extra parking for the suite at the back. great valleyview. amon newer homes. currently rented to wonderful tenants.Home is really well maintained and priced right.

Int Rmks:

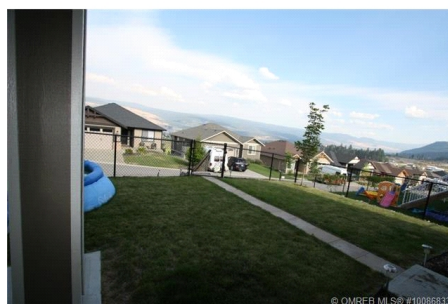
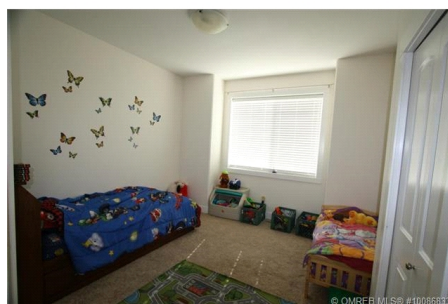
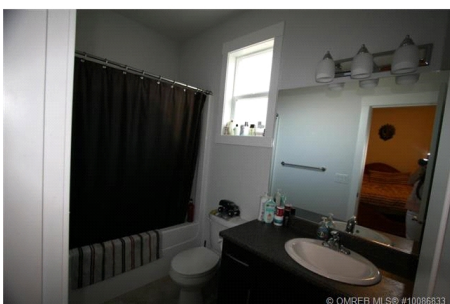
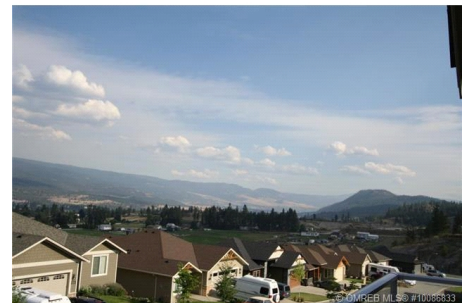
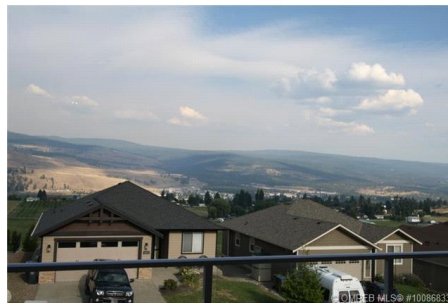
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Show Inst:

Call REALTOR®, Lock Box, TouchBase

A Shw Inst:

great tenants, need 24 hr notice





Information Deemed Reliable But Cannot Be Guaranteed