

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:** (Section 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:** (Section 5) the Buyer should make arrangements through the real estate licensees 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:** (Section 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 Section 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:** (Section 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:- investigating title,
 - discharge fees charged by
 encumbrance holders,
 - prepayment penalties.
 Real Estate Commission (plus GST).
 Goods and Services Tax (if applicable).

Costs to be Borne by the Buyer

Lawyer or Notary Fees and Expenses:
 - searching 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 (if applicable).

7. **RISK:** (Section 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.
9. **REALTOR® Code, Article 11:** A REALTOR® shall not buy or sell, or attempt to buy or sell an interest in property either directly or indirectly for himself or herself, any member of his or her Immediate Family, or any entity in which the REALTOR® has a financial interest, without making the REALTOR®'s position known to the buyer or seller in writing. **Real Estate Council Rules 5-9:** If a licensee acquires, directly or indirectly, or disposes of real estate, or if the licensee assists an associate in acquiring, directly or indirectly, or disposing of real estate, the licensee must make a disclosure in writing to the opposite party before entering into any agreement for the acquisition or disposition of the real estate.



BRITISH COLUMBIA
REAL ESTATE
ASSOCIATION



THE CANADIAN
BAR ASSOCIATION
British Columbia Branch

CONTRACT OF PURCHASE AND SALE

BROKERAGE: Castlegar Realty Ltd DATE: July 29, 2016
 ADDRESS: 1761 Columbia Avenue Castlegar PC: V1N 2W6 PHONE: (250) 365-2166
 PREPARED BY: Carmen Harris MLS® NO: 2415253

SELLER: <u>Jacob M. Davidoff</u>	BUYER: <u>Patrick G. S. Biln</u>
SELLER: <u>Jennifer I. D. Davidoff</u>	BUYER: <u>Leah M. Biln</u>
ADDRESS: <u>3819 5th Ave.</u>	ADDRESS: <u>3609 14th Ave.</u>
Castlegar PC: <u>V1N 4Y5</u>	Castlegar, BC PC: <u>V1N 4J2</u>
PHONE: _____	PHONE: _____
RESIDENT OF CANADA ☐ NON-RESIDENT OF CANADA ☐	OCCUPATION: <u>Golf Pro; Program Assistant</u>
as defined under the <i>Income Tax Act</i> .	

PROPERTY:

3819 5th Ave.

UNIT NO.	ADDRESS OF PROPERTY
<u>Castlegar</u>	<u>V1N 4Y5</u>
CITY/TOWN/MUNICIPALITY	POSTAL CODE
<u>027-691-047</u>	
PID	OTHER PID(S)
<u>Lot 58 DL 4598 Kootenay District Plan NEP87626</u>	

LEGAL DESCRIPTION

- 1. PURCHASE PRICE:** The Buyer agrees to purchase the Property from the Seller on the following terms and subject to the following conditions:
1. **PURCHASE PRICE:** The purchase price of the Property will be Five Hundred Seventy Five Thousand - Five Hundred - 587,500 DOLLARS \$ 575,000.00 (Purchase Price)
2. **DEPOSIT:** A deposit of \$ 6,000.00 which will form part of the Purchase Price, will be paid **within 24 hours of acceptance** unless agreed as follows: Due within 48 hours of final subject removal not include Saturdays, Sundays or Statutory holidays.

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 Castlegar Realty Ltd. 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.

INITIALS

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3819 5th Ave.
PROPERTY ADDRESS

Castlegar

V1N 4Y5

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

Subject to the Buyer's arranging suitable financing with a financial institution of their choice on or before August 12, 2016. This condition is for the sole benefit of the Buyers.

Subject to the Buyers being satisfied with the results of a building inspection of the subject property by an independent contractor of their choice on or before August 12, 2016. This condition is for the sole benefit of the Buyer(s).

Subject to the Buyer(s) confirming that they can obtain property insurance coverage for the subject property in a form acceptable to them on or before August 12, 2016. This condition is for the sole benefit of the Buyer(s).

Subject to the Buyer(s) receiving and approving a copy of the Property Disclosure Statement for the subject property on or before August 12, 2016. This condition is for the sole benefit of the Buyer(s). The Property Disclosure Statement provided by the Sellers for the subject property shall form part of this contract of Purchase and Sale.

Subject to the Buyer(s) being satisfied with the notations contained in a copy of the current state of title for the subject property on or before August 12, 2016. This condition is for the sole benefit of the Buyers.

The Buyer acknowledges and accepts that on Completion the Buyer will receive title containing, in addition to any encumbrance referred to in Clause 9 (Title) of this contract, any non-financial charge set out in the copy of the title search results that is attached to and forms part of this contract.

The Buyer and their designated Realtor will jointly conduct a walk-through inspection of the property with the Seller or Sellers representative no later than 7 days before the Completion Date to ensure the list of construction deficiencies noted below have been rectified.

In the event that the deficiencies are not rectified 7 days prior to the Completion Date, the Buyer's conveyance will hold back from the sale proceeds \$2,000 for any uncorrected deficiency until all the deficiencies specified on the Deficiency List are completed, and will place this holdback in the Buyer's conveyance's trust account.

The Sellers agree that if the conveyance of the Property has completed and any of the specified deficiencies have not been corrected, the Buyer's conveyance will retain the specified holdback until the Sellers correct the deficiencies, which shall not be later than 14 days after the Completion Date. The Sellers agree that if the deficiencies have not been corrected by the later date, the Buyer's conveyance may release the balance of holdback to the Buyer and the Buyer may correct the deficiencies himself/herself.

The Sellers warrant to complete any remaining construction finishing details prior to walk-through inspection. The items should include but are not limited to the securing the front soffit electrical plug; finishing the cultured stone on front garage return; installing ceiling light in den; installing vanity light in family bathroom; installing shelving in bathroom linen closet; installing any missing shelving in any closet; install glass in doors of kitchen cupboard; replace any missing light or switch covers.

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*.

			
INITIALS			

3819 5th Ave.

Castlegar

VIN 4Y5

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PROPERTY ADDRESS

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

The Sellers warrant to provide a copy of the HPO Home Protection Office certificate and list of contractors and subgrades who performed work on the property on or before August 12, 2016.

The Sellers warrant to provide a copy of the final occupancy certificate for the home on or before August 12, 2016.

☒ Subject to the sellers confirming they can purchase a home of their choice on or before Aug 12/16. This ☒ condition is for the sole benefit of the sellers. *jd*

☒ The Sellers warrant to provide to the Buyers a copy of the 2-5-10 Home warranty protection warranty certificate and warranty binder ☒ with list of trades and subtrades who performed work on the construction and identifying work performed by Homeowner on or before August 12/16. *jd*

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*.

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INITIALS

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PROPERTY ADDRESS

4. **COMPLETION:** The sale will be completed on August 29, yr. 2016
(Completion Date) at the appropriate Land Title Office.

5. **POSSESSION:** The Buyer will have vacant possession of the Property at 9 a.m. on
August 30, yr. 2016 (Possession Date) OR, subject to the following existing tenancies, if any:
none.

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 August 29, yr. 2016 (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:

Fridge; Stove; Dishwasher; Microwave; Washing machine; Dryer; All shelving; Tool bench in basement tool area; All blinds and curtains; Remote garage door controllers for car visor. 3 TV brackets on walls.

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 July 29, yr. 2016

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 Section 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.

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.

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INITIALS

3819 5th Ave.

Castlegar

V1N 4Y5

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PROPERTY ADDRESS

- 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 Section 21, 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®*.
- 20. ASSIGNMENT OF REMUNERATION:** The Buyer and the Seller agree that the Seller's authorization and instruction set out in section 25(c) below is a confirmation of the equitable assignment by the Seller in the Listing Contract and is notice of the equitable assignment to anyone acting on behalf of the Buyer or Seller.
- 20A. RESTRICTION ON ASSIGNMENT OF CONTRACT:** The Buyer and the Seller agree that this Contract: (a) must not be assigned without the written consent of the Seller; and (b) the Seller is entitled to any profit resulting from an assignment of the Contract by the Buyer or any subsequent assignee.


 INITIALS

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PROPERTY ADDRESS

21. 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

Simon Laurie who is licensed in relation to Castlegar Realty Ltd

DESIGNATED AGENT/LICENSEE

BROKERAGE

B. the Buyer has an agency relationship with

Carmen Harris who is licensed in relation to Castlegar Realty Ltd

DESIGNATED AGENT/LICENSEE

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.

22. 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.

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

24. OFFER: This offer, or counter-offer, will be open for acceptance until 4 _____ o'clock _____ p.m. on _____ July 30 _____, yr. 2016 (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
WITNESS

X
WITNESS

Authentisign
7/29/2016 7:39:15 PM PDT
BUYER
7/29/2016 7:54:08 PM PDT
BUYER

SEAL Patrick G. S. Biln
PRINT NAME

SEAL Leah M. Biln
PRINT NAME

25. 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 July 30, yr. 2016

X
WITNESS

X
WITNESS

SELLER

SELLER

SEAL Jacob M. Davidoff
PRINT NAME

SEAL Jennifer I. D. Davidoff
PRINT NAME

*PREC represents Personal Real Estate Corporation

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**CONTRACT OF PURCHASE AND SALE
ADDENDUM I**



MLS®
Number 2415253

Date July 29, 2016

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RE: ADDRESS 3819 5th Ave. Castlegar VIN 4Y5
FURTHER TO THE CONTRACT OF PURCHASE AND SALE DATED July 29, 2016
MADE BETWEEN Patrick G. S. Biln Leah M. Biln AS BUYER(S), AND
Jacob M. Davidoff Jennifer I. D. Davidoff AS SELLER(S) AND COVERING
THE ABOVE MENTIONED PROPERTY, THE UNDERSIGNED HEREBY AGREES AS FOLLOWS:

1. PROVINCIAL PROPERTY TRANSFER TAX (Buyer)

The Buyer(s) is/are aware that Provincial Property Transfer Tax of 1% on the first \$200,000 and 2% on the balance, calculated on the fair market value of the subject property, is payable by the Buyer(s) unless the Buyer(s) qualifies/qualify for an exemption.

2. APPLIANCE WARRANTY (Buyer)

The Buyer(s) acknowledges/acknowledge that the appliances being purchased may be used and in such case the Seller(s) does/do not warrant the condition or the fitness of such used appliances.

3. DEPOSITS (Buyer & Seller)

The Buyer(s)'s deposit cannot be released until it has cleared banks and the provisions of the *Real Estate Services Act* have been complied with.

4. SURVEY CERTIFICATE (Seller)

The Seller(s) agrees/agree to provide to the Buyer(s), at no cost, a surveyor's certificate of the Property if one is available.

5. FIREPLACES, FIREPLACE INSERTS AND WOOD STOVES (Buyer)

The Buyer(s) agrees/agree that he/she/they must satisfy himself/herself/themselves with the compliance of any fireplace, fireplace insert or wood stove installed in the Property with applicable municipal or regional bylaws and fire insurance requirements.

6. PROPERTY INSPECTIONS (Buyer & Seller)

Inspections may include, but are not limited to, the following:

- (a) An inspection of the building and outbuildings;
- (b) An inspection to confirm that the fireplace, wood stove and chimney installation are compliant with municipal bylaws;
- (c) An inspection to confirm the Property boundaries;
- (d) An inspection to verify the proper operation of the septic system; and
- (e) An inspection to confirm the quality and quantity of the well water.

7. FUEL (Buyer)

The Buyer(s) shall satisfy himself/herself/themselves regarding any fuel relating to this transaction (i.e. gas in tank, wood, pellets, etc.).

8. UNAUTHORIZED ACCOMMODATION (Buyer)

The Buyer(s) is/are aware that the Property contains ☐ OR does not contain ☐ unauthorized accommodation and has/have been

informed of the consequences of such ownership and the potential loss of income should the rental of any unauthorized accommodation be discontinued.

9. MORTGAGE REFERRAL FEE (Buyer & Seller)

The Buyer(s)'s brokerage involved in this sale is receiving compensation ☐ OR is not receiving compensation ☐ from a lender who provides financing to the Buyer(s).

10. GST (Buyer & Seller)

The Buyer(s) and the Seller(s) agree that they must satisfy themselves concerning the application of GST to this transaction.

11. PROPERTY DISCLOSURE (Buyer & Seller)

The attached Property Disclosure Statement dated July 6 yr 2016 is incorporated into, and forms a part of this Contract.

12. DWELLING SIZE AND ROOM MEASUREMENTS (Buyer)

The Buyer(s) is/are satisfied with the area of the dwelling as viewed by the Buyer(s) on July 29 yr 2016, and acknowledges that the dimensions of the dwelling and any room measurements, as advertised or provided, are approximate only.

13. TITLE TO PROPERTY (Buyer)

The Buyer(s) acknowledges/acknowledge that it is the Buyer(s)'s responsibility to satisfy himself/herself/themselves with respect to the legal effect of the charges which will remain on the title to the Property after the Completion Date.

Witness

Witness

Witness

Witness

Authentication
Buyer 29/2016 7:39:25 PM PDT

Buyer 29/2016 7:39:25 PM PDT

Seller

Seller

Patrick G. S. Biln

Print Name

Leah M. Biln

Print Name

Jacob M. Davidoff

Print Name

Jennifer I. D. Davidoff

Print Name

BRITISH COLUMBIA
REAL ESTATE
ASSOCIATIONTHE CANADIAN
BAR ASSOCIATION
British Columbia Branch**CONTRACT OF PURCHASE AND SALE ADDENDUM**

MLS® NO.: 2415253

DATE: July 29, 2016

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RE: ADDRESS 3819 5th Ave. Castlegar V1N 4Y5
 LEGAL DESCRIPTION: Lot 58 DL 4598 Kootenay District Plan NEP87626
 PID 027-691-047 OTHER PID(S) _____

FURTHER TO THE CONTRACT OF PURCHASE AND SALE DATED July 29, 2016
 MADE BETWEEN Patrick G. S. Biln Leah M. Biln AS BUYER, AND
Jacob M. Davidoff Jennifer I. D. Davidoff AS SELLER AND COVERING
 THE ABOVE-MENTIONED PROPERTY, THE UNDERSIGNED HEREBY AGREE AS FOLLOWS:

The Buyer acknowledges that the appliances being purchased may be used and in such case the Seller does not warrant the condition or the fitness of such used appliances past the date of possession. However, the Sellers do warrant that all included items shall be in "Good Working Order" at the time of the possession of this sale.

The Sellers agree that any GST owed or applicable, is included in the final agreed purchase price.

The Sellers agree to leave any spare keys, warranty papers or instruction manuals on the kitchen counter upon completion.

The Sellers warrant to leave the home in a neat and tidy condition upon completion.

X
WITNESS
X
WITNESS
X
WITNESS
X
WITNESS

Authentisign

 BUYER

 BUYER

 SELLER

 SELLER

SEAL Patrick G. S. Biln
 PRINT NAME
 SEAL Leah M. Biln
 PRINT NAME
 SEAL Jacob M. Davidoff
 PRINT NAME
 SEAL Jennifer I. D. Davidoff
 PRINT NAME

*PREC represents Personal Real Estate Corporation

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TITLE SEARCH PRINT

File Reference:

Declared Value \$134500

2016-03-03, 16:18:21

Requestor: Simon Laurie

****CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN******Land Title District**

Land Title Office

NELSON

NELSON

Title Number

From Title Number

CA2822581

CA1539458

Application Received

2012-10-16

Application Entered

2012-10-18

Registered Owner in Fee Simple

Registered Owner/Mailing Address:

JACOB MICHAEL DAVIDOFF, ENGINEER
JENNIFER ILA DENISE DAVIDOFF, TRAINER
2717 5TH AVENUE
CASTLEGAR, BRITISH COLUMBIA
V1N 2T9
AS JOINT TENANTS

Taxation Authority

CITY OF CASTLEGAR

Description of Land

Parcel Identifier:

027-691-047

Legal Description:

LOT 58 DISTRICT LOT 4598 KOOTENAY DISTRICT PLAN NEP87626

Legal Notations

NONE

Charges, Liens and Interests

Nature:

RESERVATION

Registration Number:

V18720

Registered Owner:

THE COLUMBIA AND WESTERN RAILWAY COMPANY

Remarks:

INTER ALIA
SEE 18239A
MODIFIED BY XK91

Nature:

RESERVATION

Registration Number:

18192D

Registration Date and Time:

1930-12-22 10:00

Registered Owner:

COMINCO LTD.

Remarks:

INTER ALIA

TITLE SEARCH PRINT

2016-03-03, 16:18:21
Requestor: Simon Laurie

File Reference:

Declared Value \$134500

Nature: RESERVATION
Registration Number: XK91
Registration Date and Time: 1996-01-03 08:38
Remarks: INTER ALIA
MODIFICATION OF V18720

Nature: COVENANT
Registration Number: KL83065
Registration Date and Time: 1997-08-07 12:24
Registered Owner: CITY OF CASTLEGAR
Remarks: INTER ALIA
MODIFIED BY KR121137
MODIFIED BY LB143374

Nature: COVENANT
Registration Number: KR121137
Registration Date and Time: 2001-12-20 13:40
Remarks: INTER ALIA
MODIFICATION OF KL83065

Nature: COVENANT
Registration Number: KR121138
Registration Date and Time: 2001-12-20 13:41
Registered Owner: CITY OF CASTLEGAR AND
THE CROWN IN RIGHT OF BRITISH COLUMBIA AS REPRESENTED BY
THE MINISTRY OF
TRANSPORTATION
Remarks: INTER ALIA

Nature: MODIFICATION
Registration Number: LB143374
Registration Date and Time: 2007-12-03 11:24
Remarks: INTER ALIA
MODIFICATION OF KL83065

Nature: COVENANT
Registration Number: LB182334
Registration Date and Time: 2008-03-31 13:02
Registered Owner: CITY OF CASTLEGAR
Remarks: INTER ALIA

Nature: STATUTORY BUILDING SCHEME
Registration Number: LB245282
Registration Date and Time: 2008-10-01 13:47
Remarks: INTER ALIA

TITLE SEARCH PRINT

2016-03-03, 16:18:21
Requestor: Simon Laurie

File Reference:

Declared Value \$134500

Nature:	COVENANT
Registration Number:	LB245357
Registration Date and Time:	2008-10-01 13:48
Registered Owner:	CITY OF CASTLEGAR
Remarks:	INTER ALIA

Nature:	STATUTORY RIGHT OF WAY
Registration Number:	LB248419
Registration Date and Time:	2008-10-10 14:22
Registered Owner:	FORTISBC INC.
Remarks:	INTER ALIA

Nature:	MORTGAGE
Registration Number:	CA2822582
Registration Date and Time:	2012-10-16 14:55
Registered Owner:	KOOTENAY SAVINGS CREDIT UNION INCORPORATION NO. FI36

Duplicate Indefeasible Title	NONE OUTSTANDING
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Transfers	NONE
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Pending Applications	NONE
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PROPERTY DISCLOSURE STATEMENT RESIDENTIAL

PAGE 1 of 3 PAGES



BRITISH COLUMBIA
REAL ESTATE
ASSOCIATION

Date of disclosure: July 6, 2016

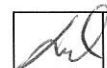
The following is a statement made by the seller concerning the premises or bare-land strata lot located at:

ADDRESS/BARE-LAND STRATA LOT #: 3819 5th Ave
Castlegar

V1N 4Y5

(the "Premises")

THE SELLER IS RESPONSIBLE for the accuracy of the answers on this property disclosure statement and where uncertain should reply "Do Not Know." This property disclosure statement constitutes a representation under any Contract of Purchase and Sale if so agreed, in writing, by the seller and the buyer.		THE SELLER SHOULD INITIAL THE APPROPRIATE REPLIES.			
1. LAND	YES	NO	DO NOT KNOW	DOES NOT APPLY	
A. Are you aware of any encroachments, unregistered easements or unregistered rights-of-way?	1 del				
B. Are you aware of any past or present underground oil storage tank(s) on the Premises?		1 del			
C. Is there a survey certificate available?		1 del			
D. Are you aware of any current or pending local improvement levies/charges?		1 del			
E. Have you received any other notice or claim affecting the Premises from any person or public body?		1 del			
2. SERVICES					
A. Indicate the water system(s) the Premises use: Municipal ☒ Community ☐ Private ☐ Well ☐ Not Connected ☐ Other _____					
B. Are you aware of any problems with the water system?		1 del			
C. Are records available regarding the quantity of the water available?	1 del				
D. Are records available regarding the quality of the water available?	1 del				
E. Indicate the sanitary sewer system the Premises are connected to: Municipal ☒ Community ☐ Septic ☐ Lagoon ☐ Not Connected ☐ Other _____					
F. Are you aware of any problems with the sanitary sewer system?		1 del			
G. Are there any current service contracts; (i.e., septic removal or maintenance)?				1 del	
H. If the system is septic or lagoon and installed after May 31, 2005, are maintenance records available?				1 del	
3. BUILDING					
A. To the best of your knowledge, are the exterior walls insulated?	1 del				
B. To the best of your knowledge, is the ceiling insulated?	1 del				
C. To the best of your knowledge, have the Premises ever contained any asbestos products?		1 del			
D. Has a final building inspection been approved or a final occupancy permit been obtained?	1 del				
E. Has the fireplace, fireplace insert, or wood stove installation been approved by local authorities?				1 del	
F. Are you aware of any infestation or unrepaired damage by insects or rodents?		1 del			
G. Are you aware of any structural problems with any of the buildings?		1 del			
H. Are you aware of any additions or alterations made in the last sixty days?		1 del			
I. Are you aware of any additions or alterations made without a required permit and final inspection; e.g., building, electrical, gas, etc.?	1 del				

 INITIALS

DATE OF DISCLOSURE

ADDRESS/BARE-LAND STRATA LOT #: 3819 5th Ave

Castlegar

VIN 4Y5

3. BUILDING (continued):	YES	NO	DO NOT KNOW	DOES NOT APPLY
J. Are you aware of any problems with the heating and/or central air conditioning system?		1 del		
K. Are you aware of any moisture and/or water problems in the walls, basement or crawl space?		1 del		
L. Are you aware of any damage due to wind, fire or water?		1 del		
M. Are you aware of any roof leakage or unrepaired roof damage? (Age of roof if known: <u>3</u> years)		1 del		
N. Are you aware of any problems with the electrical or gas system?		1 del		
O. Are you aware of any problems with the plumbing system?		1 del		
P. Are you aware of any problems with the swimming pool and/or hot tub?				1 del
Q. Do the Premises contain unauthorized accommodation?		1 del		
R. Are there any equipment leases or service contracts; e.g., security systems, water purification, etc?		1 del		
S. Were these Premises constructed by an "owner builder," as defined in the <i>Homeowner Protection Act</i> , with construction commencing, or a building permit applied for, after July 1, 1999? (If so, attach required Owner Builder Declaration and Disclosure Notice.)		1 del		
T. Are these Premises covered by home warranty insurance under the <i>Homeowner Protection Act</i> ?	1 del			
U. Is there a current "EnerGuide for Houses" rating number available for these premises? i) If yes, what is the rating number? _____ ii) When was the energy assessment report prepared? _____		1 del		
4. GENERAL				
A. Are you aware if the Premises have been used as a marijuana grow operation or to manufacture illegal drugs?		1 del		
B. Are you aware of any material latent defect as defined in Real Estate Council of British Columbia Rule 5-13(1)(a)(i) or Rule 5-13(1)(a)(ii) in respect of the Premises?		1 del		
C. Are you aware if the property, of any portion of the property, is designated or proposed for designation as a "heritage site" or of "heritage value" under the <i>Heritage Conservation Act</i> or under municipal legislation?		1 del		

For the purposes of Clause 4.B. of this form, Council Rule 5-13(1)(a)(i) and (ii) is set out below.

5-13 Disclosure of latent defects

(1) For the purposes of this section:

Material latent defect means a material defect that cannot be discerned through a reasonable inspection of the property, including any of the following:

(a) a defect that renders the real estate

(i) dangerous or potentially dangerous to the occupants

(ii) unfit for habitation






INITIALS

July 6, 2016

PAGE 3 of 3 PAGES

DATE OF DISCLOSURE

ADDRESS/BARE-LAND STRATA LOT #: 3819 5th Ave

Castlegar

V1N 4Y5

5. ADDITIONAL COMMENTS AND/OR EXPLANATIONS (Use additional pages if necessary.)

1. A. Rear landscaping is beyond lot boundary.
3. I. Rear retaining wall built without permit.

The seller states that the information provided is true, based on the seller's current actual knowledge as of the date on page 1. Any important changes to this information made known to the seller will be disclosed by the seller to the buyer prior to closing. The seller acknowledges receipt of a copy of this property disclosure statement and agrees that a copy may be given to a prospective buyer.

PLEASE READ THE INFORMATION PAGE BEFORE SIGNING.

SELLER(S)

SELLER(S)

The buyer acknowledges that the buyer has received, read and understood a signed copy of this property disclosure statement from the seller or the seller's brokerage on the _____ day of _____ yr. _____.
The prudent buyer will use this property disclosure statement as the starting point for the buyer's own inquiries.

The buyer is urged to carefully inspect the Premises and, if desired, to have the Premises inspected by a licensed inspection service of the buyer's choice.

BUYER(S)

BUYER(S)

The seller and the buyer understand that neither the listing nor selling brokerages or their managing brokers, associate brokers or representatives warrant or guarantee the information provided about the Premises.

*PREC represents Personal Real Estate Corporation

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BC1002 REV. JUN 2014

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WEBForms® Jun/2014

MLS® #: 2415253

3819 5th Avenue, Castlegar V1N 4Y5

\$609,900



Status: **Active**



Property Type: **Single Family Residential**

Bedrooms: **4** # Full Baths: **3**

Total Baths: **4** # Half Baths: **1**

Year Built: **2013** Finished SqFt: **3,446**

Year Sub Reno'd: UnFinished SqFt:

Style: **Two Storey**

Basement: **Full/Walkout/Fully Finished**

Fireplace: **1, Gas, Conventional**

Flooring: **Carpet - Wall-to-Wall, Hardwood, Tile - Ceramic**

Construction: **Frame - Wood**

Exterior Finish: **Composite Siding**

Stunning Custom Home in Fabulous Locale! Enjoy the breathtaking panoramic view of the Columbia River and surrounding mountains from the sun-drenched private deck of this elegant yet practical two story home in Castlegar's finest new residential development. This home's owners have carefully designed the interior layout in every regard and have spared no expense in its construction. The modern, open concept layout is complimented by vaulted and over-height ceilings throughout, walls of windows drinking in fantastic views and natural light, top quality finish carpentry, classic hardwood and tile flooring and so much more. The gourmet kitchen features high-end cabinetry quartz counter-tops and a well sized island/eating bar, the welcoming living room includes a cozy feature gas fireplace and the upper level master suite offers a spa-like ensuite with soaker tub and glass shower along with a huge walk-in closet. The finished daylight basement includes a massive rec. room, abundant storage, guest bedroom and full bath. Add the comforts of central air, on-demand hot water, upgraded insulation value extensive wiring for home entertainment a double garage and a concrete parking area. Enjoy this home in its setting just a short stroll through similar quality homes to the neighborhood park and just steps from the shores of the Columbia River and your favorite fishing hole! Price includes the balance of the 2-5-10 New Home Warranty.

Interior Features: **Central Air, Drywall, Island, Smoke Detector(s)**

Exterior Features: **Deck(s), Patio(s), Underground Sprinkler**

List Office: **Castlegar Realty Ltd**