

R.M OF FRENCHMAN BUTTE NO. 501

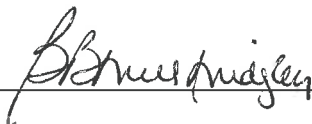

BYLAW NO 2013-07

A BYLAW TO PROVIDE FOR ENTERING INTO AN AGREEMENT

The Council of the Rural Municipality of Frenchman Butte No. 501 in the Province of Saskatchewan enacts as follows:

1. The R.M of Frenchman Butte No. 501 is hereby authorized to enter into an agreement, attached hereto and forming a part of this bylaw, and identified as "Exhibit A", with Bryson Leganchuk and Valerie Leganchuk
2. The Reeve and the Assistant Administrator of the R.M of Frenchman Butte are hereby authorized to sign and execute the attached agreement identified as "Exhibit A".




 _____ Reeve

 _____ Administrator

Section 198 *The Municipalities Act*

Read a third time and adopted
this 10 day of May, 2013



 Administrator

Certified a true copy of Bylaw No. 2013-07



 Reeve



 Administrator





MLS® SYSTEM EXCLUSIVE SELLER'S BROKERAGE CONTRACT

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

DATED June 6, 20 13

MLS® System#

BETWEEN: R.M. of Frenchman Butte No. 501 Res:

NAME (OWNER) (hereinafter called the "Seller") 521 Douglas Street Outlook SK S0L2N0 Address Postal Code Bus: 306-344-2034 Telephone

ND: Royal Le Page Saskatoon Real Estate NAME (Seller's Brokerage) (hereinafter called the "Seller's Brokerage")

620 Heritage Lane Saskatoon SK S7H5P5 Address Postal Code Bus: 306-242-3535 Telephone

[a member of the Saskatoon Real Estate Board/Association ("Board/Association")]

1. TERM OF CONTRACT

- A. The Seller hereby lists exclusively with the Seller's Brokerage the property described in Paragraph 2. This Contract comes into full force and effect on the 6th day of June, 20 13 until 11:59 p.m. on the 6th day of December, 20 13 unless renewed in writing.
B. There are not exclusions or exceptions to the Seller's Brokerage's duties and obligations under this contract.
C. The Seller's Brokerage is hereby authorized to obtain any and all information concerning the property from any person, corporation or governmental authority.

2. PROPERTY

- A. Civic Address: 521 Douglas Street Outlook SK S0L2N0
B. Legal Description and/or Business Name: Pt. 202 22 & All of 23, 24 & PT of 25 Block 30 Plan G-160 (Postal Code)

3. TERMS OF SALE

- A. Asking Price: \$175,000.00 B. Possession Date: 30 days
C. Terms: Cash

4. LISTING SERVICE AND BUYER BROKERAGE. The Seller directs the Seller's Brokerage:

- A. To list the property with the Multiple Listing Service® System of the Real Estate Board/Association and to cooperate with other Brokerages who are acting as Buyer's Brokerages.
B. To allow a sales representative authorized by the Seller's Brokerage to make the agency disclosures required of the Seller's Brokerage.

5. A. COLLECTION, USE AND DISCLOSURE OF PERSONAL INFORMATION

The Seller consents to the collection, use and disclosure of personal information by the Seller's Brokerage and, with the permission of the Seller's Brokerage by any co-operating brokerages, for the purpose of listing and marketing the property including, but not limited to: (i) listing and advertising the property using any medium including the Internet; (ii) permission for listing agent to display auxiliary photos yes no; (iii) disclosing property information to prospective buyers, brokers, salespersons and others who may assist in the sale of the property; and (iv) such other use of the Seller's personal information as is consistent with listing and marketing of the property.

B. COLLECTION, USE AND DISCLOSURE OF PERSONAL INFORMATION BY THE BOARD(S) OPERATING THE MULTIPLE LISTING SERVICE® SYSTEM(S)

The Seller consents to placement of the listing information and sales information by the Seller's Brokerage into the database(s) of the appropriate MLS® System(s) and acknowledges that the MLS® System database is the property of the board(s). The Seller further acknowledges that the board(s) may:

- (i) distribute the information to any persons authorized to use such service which may include other brokers, government departments, appraisers, municipal organizations and others;
(ii) market the property, at its option, in any medium, including electronic media;
(iii) compile, retain and publish any statistics including historical MLS® System data which may be used by licensed board members to conduct comparative market analyses; and
(iv) make such other use of the information as the board deems appropriate in connection with the listing, marketing and selling of real estate.

C. LICENSING OF LISTING CONTENT

- (i) The Seller grants to the Brokerage a non-exclusive, irrevocable, royalty-free license to use, publish, display, reproduce and sub-license all photographs, images, videos, virtual tours, drawings, text, descriptions and any other copyrightable elements related to the property, submitted by the Seller to the Brokerage or the Brokerage's Salesperson (the "Seller Listing Content").
(ii) The Seller acknowledges and agrees that as between the Seller and the Brokerage, any copyrightable elements relating to the property obtained or produced by the Brokerage or the Brokerage's Salesperson (the "Brokerage Listing Content") is owned exclusively by the Brokerage and the Seller has no interest, right or title to any Brokerage Listing Content.

6. BROKERAGE'S REMUNERATION. The Seller agrees:

- A. To pay to the Seller's Brokerage a gross commission of 6/4 B. of the sale price of the property or one half of the deposit forfeited pursuant to a Contract of Purchase and Sale of the property, whichever is less, plus applicable taxes in respect of the commission (commission + tax = remuneration) if:
(i) during the term of this Contract, the Seller and a Buyer enter a legally enforceable Contract of Purchase and Sale;
(ii) within 180 days of expiration of this Contract, the Seller and a Buyer enter into a legally enforceable Contract of Purchase and Sale, in respect of which the efforts of the Seller's Brokerage during the term of this Contract were an effective cause; or

Handwritten signature and initials in a box, labeled 'Seller's initial'.

(iii) a prospective Buyer offers in writing during the term of the Contract, to purchase the property on the terms and conditions described in Section 3 above, even if the Seller does not accept the offer;

except that 6A(ii) above shall not apply if the Seller must pay commission on the sale to another Brokerage arising from a Brokerage Contract entered into by the Seller and that other Brokerage after the expiration of this Contract, even if the efforts of the Seller's Brokerage under this Contract were an effective cause of the sale.

B. The remuneration earned by the Seller's Brokerage shall be payable upon completion of the sale or when paragraph 6A(iii) above applies, seven days after demand by the Brokerage.

7. ASSIGNMENT OF REMUNERATION

A. The Seller hereby irrevocably assigns to the Seller's Brokerage from the proceeds of sale of the property, the amount of remuneration due to the Seller's Brokerage and authorizes the Seller's Brokerage to retain from the deposit monies the amount of the Seller's Brokerage's remuneration.

B. The Seller further hereby irrevocably and unconditionally directs and authorizes their solicitor, or any other solicitor acting on their behalf in this sale, to pay the aforesaid commission and taxes, less any deposit, from the proceeds of the sale when releasable. This shall be and constitute 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.

C. I now encumber all of my interest in the Land, Buildings and Attached Goods for the benefit of the Brokerage to secure payment to the Brokerage of all money which may be owed by me to the Brokerage under this Agreement. I agree that the Brokerage is entitled to encumber the Land in accordance with the Land Titles Act, 2000 (Saskatchewan).

8. THE SELLER'S BROKERAGE AGREES WITH THE SELLER AS FOLLOWS:

A. To act only as the Brokerage for the Seller except where Limited Dual Agency exists.

B. To provide information about the property to Buyer's Brokerages.

C. Subject to 10B below, to exercise duties of loyalty, obedience, competence, confidentiality, accountability and disclosure to the Seller.

D. To accept remuneration from the Buyer only with the knowledge and consent of the Seller.

E. To assist in obtaining a Buyer for the property, the Seller's Brokerage will offer to a Buyer's Brokerage a portion of the Seller's Brokerage's remuneration in the amount of 3/28 of the sale price.

9. THE SELLER

A. Does agree to give the Seller's Brokerage authority to advertise the property and authority to permit or not permit other brokerages to advertise the property and to set the conditions, if any, thereof.

B. Does Does not agree to allow the Seller's Brokerage to place "For Sale" and "Sold" signs upon the property.

C. Does Does not agree to allow OTHER members of the ASR to contact the Seller in the event this Seller's Brokerage contract EXPIRES WITHOUT THE PROPERTY HAVING SOLD, to discuss listing or otherwise marketing the property.

D. Agrees to allow a Buyer's Brokerage or a Seller's Brokerage to show the property to a prospective Buyer.

E. Agrees to refer to the Seller's Brokerage all enquiries for the purchase of the property, and to deliver to the Seller's Brokerage all offers and Contracts of Purchase and Sale, with respect to the property which may be received during the term of this Exclusive Contract or arising by reason of the efforts of the Seller's Brokerage.

10. THE SELLER ACKNOWLEDGES AND AGREES THAT:

A. It is not a breach of the Seller's Brokerage's duty of confidentiality if the publication of the information relating to the property by the Multiple Listing Service® Systems results in the information becoming known to members of the public, including a prospective Buyer(s) and Buyer's Brokerage.

B. It is not a breach of duty to the Seller for the Seller's Brokerage to list, show or sell the property of competing Sellers.

C. This property is not listed with any other Brokerage.

D. Another Brokerage representing only a Buyer does not owe fiduciary duties to the Seller.

E. A Seller, who is a non-resident of Canada, must comply with The Income Tax Act of Canada upon completion of the sale.

F. The REALTOR® shall disclose to the Buyer all material defects about the physical condition of the property known to the REALTOR®.

G. Seller's Brokerage will not be held liable in any manner whatsoever for any acts or omissions of other brokerages with respect to advertising.

11. LIMITED DUAL AGENCY

The Seller agrees that the Seller's Brokerage may also act as agent for the Buyer of a property in which the Buyer is interested, in which case:

A. The Seller's Brokerage shall disclose to the Seller his/her agency relationship with the Buyer prior to the Seller's Brokerage presenting a Contract of Purchase and Sale from that Buyer to the Seller, but shall not have to disclose such relationship before that time.

B. The duties of the Seller's Brokerage to the Seller and the Buyer will be modified by the limitations of Limited Dual Agency described in the Association of Saskatchewan REALTORS® brochure entitled, "Agency Disclosure," which the Seller acknowledges he/she has read and agreed to.

12. MISCELLANEOUS PROVISIONS

- "Sale" includes an exchange and "sale price" includes the value of property exchanged.

- "Period" or "date of expiration" of this Contract includes the period or date of expiration of any written extension.

- Interpretation of this Contract and all matters concerning its enforcement by the parties shall be governed by the laws of the Province of Saskatchewan.

- The parties acknowledge that this Contract fully sets out the terms of the agreement between them.

- This Contract shall be binding upon and benefit not only the parties but their respective heirs, executors, administrators, successors or assigns.

- This Contract shall automatically end if the Seller's Brokerage ceases to be a member of the Board/Association.

13. ENTIRE AGREEMENT - THIS SELLER'S BROKERAGE CONTRACT MEANS AND INCLUDES THIS AGREEMENT AND THE DATA INPUT FORM (WHEN SIGNED BY THE SELLER) AND SELLER'S PROPERTY CONDITION DISCLOSURE STATEMENT (WHEN ATTACHED AND SIGNED BY THE SELLER) AND ANY SCHEDULE " ____ " (WHEN ATTACHED AND SIGNED BY THE SELLER).

BY SIGNING THIS CONTRACT, THE SELLER ACKNOWLEDGES HAVING RECEIVED AND READ THE BROCHURE PUBLISHED BY THE ASSOCIATION OF SASKATCHEWAN REALTORS® ENTITLED, "AGENCY DISCLOSURE". The Seller acknowledges, having read and understood this Contract, that it accurately describes the agreement with the Seller's Brokerage, and that a copy of it has been received by the Seller this date.

SIGNED IN THE PRESENCE OF:

WITNESS [Signature]

x [Signature]
SELLER

Royal Le Page Saskatoon Real Estate
SELLER'S BROKERAGE
Per: [Signature]
SALES REPRESENTATIVE

WITNESS [Signature]

[Signature]
SELLER

WITNESS

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ASR Form #300 Universal A - To be used with either 300, 400, 500, 700 Bs 12/11

- 136 BASEMENT WALLS**
(SELECT UP TO TWO)
- (03) CONCRETE (CONC)
 - (04) PRESERVED WOOD (PWOOD)
 - (08) WOOD (WOOD)
 - (05) BLOCK (BLOCK)
 - (07) INDETERMINABLE (IND)
 - (06) OTHER _____

- 650 HEATING**
(SELECT UP TO TWO)
- NATURAL GAS (GAS)
 - OIL (OIL)
 - FORCED AIR (FAIR)
 - (03) HOT WATER (HOT/W)
 - (01) ELECTRIC (ELEC)
 - (08) OTHER _____

121 NO. OF FIREPLACES

- 122 TYPE**
(SELECT UP TO TWO)
- (01) WOOD
 - (02) GAS
 - (03) ELECTRIC
 - (04) MIXED
 - (05) ROUGHED-IN

- 123 FEATURES**
(SELECT UP TO EIGHT)
- (22) CENTRAL AIR CONDITIONING (C/AIR)
 - (40) UNDERGROUND SPRINKLER (SPRINK)
 - (16) VAC BLT IN/ATT (BI/VA)
 - (42) VAC POWER NOZZLE (VACNZL)
 - (17) VACUUM (RI) (RI/VA)
 - (36) GARAGE DOOR OPNR/CONTROL(S) (DOORO)
 - (29) ALARM SYS OWNED (ALMO)
 - (31) ALARM SYS RENTED (ALMR)
 - (30) ALARM SYS NOT INC. (ALMNI)
 - (28) RANGE HOOD FAN (H/FAN)
 - (08) OVEN BUILT IN (BI/OV)
 - (02) DISHWASHER BUILT IN (DSHWR)
 - (03) GARBURATOR (GARBU)
 - (25) ACCESSIBLE BY WHEELCHAIR (WHEEL)
 - (23) HUMIDIFIER (HUMID)
 - (07) INTERCOM (I/COM)
 - (38) SUMP PUMP (SUMP)
 - (14) SWIMMING POOL (POOL)
 - (37) AIR FILTER (AIR/F)
 - (41) SATELLITE DISH (DISH)
 - (50) ELEVATOR (ELEV)
 - (21) OTHER _____

- 140 EQUIPMENT INCLUDED**
(SELECT UP TO EIGHT)
- (11) REFRIGERATOR (FRIDG)
 - (10) STOVE (STOVE)
 - (18) WASHER (WSHER)
 - (31) DRYER (DRYER)
 - (09) MICROWAVE (MICRO)
 - (02) DISHWASHER - PORTABLE (DSHWR)
 - (04) WINDOW TREATMENT (WINDO)
 - (34) FREEZER (FREEZR)
 - (22) AIR CONDITIONER(S) (AIRCO)
 - (27) STORAGE SHED (SHED)
 - (35) HOT TUB (HTUB)

- 181 TYPE OF WATER HEATER**
- (01) GAS (GAS)
 - (02) ELECTRIC (ELEC)

- 182 WATER HEATER**
- (01) INCLUDED (INCL)
 - (02) NOT INCLUDED (N/NC)
 - (03) RENTED (RENT)

- 183 WATER SOFTENER**
- (01) INCLUDED (INCL)
 - (02) NOT INCLUDED (N/NC)
 - (03) RENTED (RENT)

138 PERMIT NUMBER _____
SUITE NUMBER _____

OPEN HOUSE

BOARD OFFICE MUST RECEIVE LISTING TWO WORKING DAYS PRIOR TO OPEN HOUSE

DATE: YY/MM/DD

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REFRESHMENT YES NO

081 Levels: Main - M Second - 2 Third - 3 Fourth - 4 Fifth - 5 Basement - B

PLEASE NOTE THAT THE CHART BELOW IS TO BE COMPLETED LEFT TO RIGHT

	RM	LVL	FLR	RM	LVL	FLR	RM	LVL	FLR	RM	LVL	FLR	RM	LVL	FLR
Rm. Abr	DI	M	HW	LV	M	HW	KI	M	HW	HrB	M	CT	BD	M	HW
Rm. Size	10'	X	11'6"	13'6"	X	18'4"	10'9"	X	13'	6'6"	X	7'6"	10'	X	10'
or	MBR	M	HW	Entry	M	HW	Bdr.	B.	WN	RR	B.	WN			
Rm. Size	10'6"	X	12'	5'	X	5'6"	9'5"	X	16'	9'5"	X	22'		X	
Rm. Abr															
Rm. Size		X			X			X			X			X	
Rm. Abr															
Rm. Size		X			X			X			X			X	

REALTOR® REMARKS

Bamboo Hardwood/Auburne Color Flooring through out.
 New Ikea white slow closure Kitch Cabinets + Pantry
 New Appliances
 Vaulted Ceilings
 Large Entry
 Insulation under Siding.

Underground sprinkler at rear of home.
 Interior of main floor completely renovated.

CONTACT S/P FOR FURTHER INFORMATION YES NO

OTHER CONDITIONS: Taxes, mortgages, interest, rentals, insurance premiums and utilities are to be apportioned and allowed to the date herein affixed for possession of the sale. The purchase price shall include all existing: blinds, awnings, screen doors and windows, attached floor coverings, drapery tracks, curtain rods and brackets, electrical, plumbing and heating fixtures, bi/va attachments and power nozzle, garage door opener and control(s), furnace, TV antenna and shrubbery, unless otherwise stated in REALTOR® remarks.

DATE _____

Royal LePage Saskatchewan Real Estate
 SELLER'S BROKERAGE

I ACKNOWLEDGE HAVING CAREFULLY READ THIS ENTIRE FORM AND CONFIRM THE ACCURACY OF ALL THE ABOVE INFORMATION CONCERNING MY PROPERTY. I AGREE TO ALLOW ACCURACY CHANGES TO ITEMS SUCH AS TAXES, ASSESSMENT, LEGAL DESCRIPTION AND LOT SIZE.

Bonnie Bridger
 SELLER

B. Brayan
 SELLER

IT IS MANDATORY TO RESPOND TO EVERY BLACK NUMBERED BOX 12 AREA 58 14 CITY/TOWN Outlook

00 SELLER'S NAME R.M. of Frenchman Butte No. 521 BUS 306-344-2034 RES _____
 PROPERTY ADDRESS 521 Douglas Street Outlook SK 19 POSTAL CODE S0L 2N0 DISTRICT _____
 SELLER'S BROKERAGE Royal Le Page Saskatoon Real Estate PHONE 306-242-3535 EFFECTIVE _____
 SALESPERSON John Stichel PHONE 306-856-3144 EXPIRY _____
 TENANT owner PHONE _____ POSSESSION 30 days
 3AL DESCRIPTION Pt. of lot 22 & Allot 23, 24 & Pt. of 25 Blk. 30 Plan G/160 GPS: LONG _____ LAT _____
 ICE _____ BUYER'S BROKERAGE COMMISSIONS 3/28/

545 PCDS AVAILABLE YES NO 547 EXISTING REAL PROPERTY REPORT YES NO

MORTGAGE INFORMATION

MORTGAGE CO.	AMOUNT	RATE	DUE DATE	PMT.	# PMT. PER YEAR	MTG. INFO (See above for codes)	TO BE VERIFIED
1st							

068 LOT SIZE 75
(FRONTAGE OR SQUARE FT/M)

069 BY 120

101 YEAR BUILT 1964
(USE OT FOR OLD TIME AND USE NE FOR NEW)

022 ZONING
(INSERT MUNICIPAL ABBREVIATION)
R1

016 GROSS TAXES
\$ 1592.26

017 FOR YEAR 2012

099 LOCAL IMPROVEMENTS
LEVY \$ _____

109 APP. SIZE/LEVELS ABOVE GRADE
1047 1

103 STYLE
 (01) BUNGALOW (BNG)
 (06) ONE & THREE QUARTERS (1 3/4)
 (15) BI-LEVEL (BLEVL)
 (02) ONE AND A HALF (1 1/2)
 (03) TWO STOREY (TWO)
 (12) TWO STOREY SPLIT (2 SPLT)
 (04) TWO AND A HALF (2-1/2)
 (09) SPLIT (3 LEVEL) (3 SPLT)
 (10) SPLIT (4 LEVEL) (SP4L)
 (14) SPLIT (5 LEVEL) (SP5L)
 (17) APARTMENT (APT)
 (13) TOWNHOUSE (TWN-HS)
 (11) OTHER _____

135 TYPE OF DWELLING
 (07) SINGLE FAMILY DWELLING (SINGF)
 (09) SEMI-DETACHED (SEMID)
 (05) MOBILE (OWNED LOT) (MOBIL)
 (15) MOBILE (RENTED LOT) (MOBLR)
 (06) COTTAGE/RECREATION (COTTG)
 (16) CONDOMINIUM (CONDO)
 (02) ACREAGE (ACRG)
 (14) VACANT LOT (LOT)
 (01) DUPLEX (DUPX)
 (12) OTHER _____

139 CONDO FEES \$ _____

151 CONDO NAME _____
 PETS (01) YES (02) NO

041 OCCUPANCY
 (01) OWNER (02) TENANT (03) VACANT
 (04) UNDER CONSTRUCTION

042 APPOINTMENTS
 PHONE FIRST GO DIRECT
 (03) SELLER (04) TENANT (05) S/P

LOCKBOX
 SELLER UNDERSTANDS AND AUTHORIZES USE OF LOCKBOX SYSTEM
 (01) YES (02) NO

KEYS AT _____

145 LOT (SELECT UP TO FIVE)
 (36) CORNER (CORNR)
 (29) CUL-DE-SAC (CULD)
 (41) IRREGULAR (IRREG)
 (42) LANE (LANE)
 (22) WATERFRONT (WATFR)
 (47) RECTANGULAR (RECT)
 (23) BACKS ONTO PARK (BK/PRK)

158 OUTDOOR AREA (SELECT UP TO 6)
 (10) DECK (DECK)
 (08) PATIO (PATIO)
 (20) FENCED (FENCE)
 (21) LAWN FRONT (LFRT)
 (22) LAWN BACK (LBACK)
 (23) TREES/SHRUBS (TREE)
 (24) GARDEN AREA (GIAREA)
 (25) PARTIALLY FENCED (PRTFN)
 (11) OTHER (OTHER)
 (49) BALCONY (BALC)

128 GARAGES/CARPORTS (SELECT UP TO TWO)
 (31) SINGLE ATTACHED GARAGE (ATT1)
 (32) DOUBLE ATTACHED GARAGE (ATT2)
 (41) SINGLE DETACHED GARAGE (DET1)
 (42) DOUBLE DETACHED GARAGE (DET2)
 (33) TRIPLE ATTACHED GARAGE (ATT3)
 (43) TRIPLE DETACHED GARAGE (DET3)
 (01) CARPORT (CARPT)
 (34) NO GARAGE (NOGRG)
 (10) UNDERGROUND PARKING (UGPRK)
 (21) OTHER _____

130 PARKING (SELECT UP TO TWO)
 (51) SINGLE DRIVE (DRIV1)
 (52) DOUBLE DRIVE (DRIV2)
 (53) TRIPLE DRIVE (DRIV3)
 (05) CONCRETE DRIVE (CONC)
 (06) GRAVEL DRIVE (GRAVL)
 (07) RV PARKING (RV)
 (29) INTERLOCKING BLOCK (IBLK)
 (09) ASPHALT (ASPH)
 (44) OTHER _____

106 EXTERIOR FINISH (SELECT UP TO THREE)
 (01) SIDING (SIDING)
 (03) BRICK (BRICK)
 (05) STONE (STONE)
 (06) STUCCO (STUC)
 (07) VINYL (VINYL)
 (15) METAL (METAL)
 (11) OTHER _____

105 ROOF (SELECT ONLY ONE)
 (01) ASPHALT SHINGLES (AS/SH)
 (05) WOOD SHINGLES (WD/SH)
 (02) SHAKE (SHAKE)
 (03) TAR & GRAVEL (T&GVL)
 (07) METAL (METAL)
 (04) TILE (TILE)
 (06) OTHER _____

116 BASEMENT (SELECT ONLY ONE)
 (03) BASEMENT (BSMT)
 (02) CRAWL (CRAWL)
 (08) SLAB (SLAB)
 (05) WALKOUT (WO)
 (10) OTHER _____

John Stichel
 Seller's initial