



Member

Jane Capwell

Notary Public

207 – 2083 Alma Street, Vancouver, BC V6R 4N6 Tel:604-221-8848 Fax: (604) 222-8227

October 15, 2009

My File: XXXX

Purchaser's Names
Purchaser's Address
Vancouver, BC XXX XXX

Dear Mr. and Ms. Purchaser:

Re: Purchase from Vendo's Name(s)
Property: PID xxx xxx xxx, STRATA LOT X DISTRICT LOT XXX STRATA PLAN XXXXXX
Civic: Address

I confirm the instructions to act on your behalf in connection with the purchase of the Property. I have searched the title to the Property and I report as follows:

LEGAL DESCRIPTION:	PID: XXX XXX XXX STRATA LOT X DISTRICT LOT XXX STRATA PLAN XXXXXX
REGISTERED OWNER:	Current Owner's Name
COMPLETION DATE:	September 30, 2009
PENDING APPLICATION:	Nil
LEGAL NOTATIONS:	Nil
ENCUMBRANCES:	To Be Removed from Title: <ul style="list-style-type: none"> • Mortgage No. XXXXXX in favour of Lender's Name To Remain on Title: <ul style="list-style-type: none"> • None

All certificates of title and transfers of land in British Columbia are subject to statutory exceptions including Section 23(1) of the *Land Title Act*.

I confirm that you have instructed me that you wish to take title as follows:

- Your Name, your occupation
- The additional purchaser's name (if applicable), their occupation, both of same address;
AS JOINT TENANTS.
and that you understand the nature of that ownership.

My involvement in your purchase includes the following services:

1. To search title; to discuss charges to remain on title; and to review a copy of the Plan as filed in the Land Title Office;
2. To obtain and review municipal tax information specific to the property;

3. To prepare transfer and mortgage documents, if applicable, as well as supporting documents required by the registry and lender;
4. To attend to or arrange for execution of transfer and mortgage documents;
5. To negotiate appropriate closing undertakings with solicitor/notary for Seller;
6. To receive and account for trust funds;
7. To provide your Lender with its requested security documents;
8. To attend to registration of relevant documents at the appropriate Land Title Office;
9. To make inquiries as to the residency status of the Seller pursuant to the *Income Tax Acts* as required;
10. To disburse trust funds;
11. To report and provide you with a final State of Title Certificate.

The above describes the services I provide, as required, in a standard conveyance transaction such as this one.

I recommend that, before your purchase is completed, you should satisfy yourself with respect to the following, which **ARE NOT** included as part of our services:

1. **That you have arranged for the necessary insurance, specific to condominium ownership, effective no later than 12:01 on the completion date.**
2. That no work has been done to the Property which may give rise to a Builders' Lien or trust claim, or if there have been repairs or alterations, that appropriate steps have been taken to ensure that no claim is outstanding. I will, of course, do the usual pre-index search at the Land Title Office prior to registering the Transfer to ensure that there are no outstanding registered Builders' Liens;
3. That the Property is appropriately zoned for any particular use you may wish to make of it and that the Property is not subject of anticipated expropriation or municipal or other work orders (this information may be obtained from the Municipality);
4. That the water supply is potable and adequate and that the condition and capacity of any septic tank on the Property is acceptable;
5. That there is legal access to the Property;
6. That you have arranged for the hook-up of any utility services which you require such as hydro, telephone and cablevision;
7. That satisfactory arrangements have been made for delivery of actual possession of the Property, particularly if there are presently any tenants in occupation. **Your realtor arranges for the delivery of keys on the possession date, subject to receipt of registration confirmation by our office;**
8. That you have made all necessary or required inquiries as to the inhabitability or condition of any of the buildings located on the Property;

Strata (Condominium) Properties (if applicable):

9. That you have received and reviewed adequate documentation from the Strata Corporation with respect to assessments, pending litigation, financial affairs, minutes, rules, bylaws, and parking use and that you are not relying on us to review these matters on your behalf.

Normally you will be able to deal with each of the foregoing items without my assistance and I will not become involved in those matters unless expressly instructed in which case there will likely be additional fees and/or disbursements charged.

LIABILITY POLICY

All members of The Society of Notaries Public are insured against errors and omissions and that insurance protects you as my client. As part of this agreement, you acknowledge that any claim for compensation arising as a result of an error or omission in providing this service to you, will be limited to the amount of the insurance available. A copy of my insurance policy will be made available to you upon request.

PRIVACY POLICY

I respect your privacy and have adopted a Privacy Policy that manages the way in which I hold, use and protect your personal information. This policy can be viewed upon request. If you wish to limit how I use your information or my relationship with you, please contact our Privacy Officer.

It is my hope that by setting out the limits of my service, that all matters are raised and considered. If you have concerns that representations have been made to you that do not appear in writing in the Contract of Purchase and Sale, you must raise those issues as early as possible or you may lose any rights you may have.

The balance of monies required from you for closing must be provided to this office prior to Completion Date, which funds are payable in bank draft form, made payable to "Jane Capwell, Notary Public in trust."

I will contact you to arrange a date and time to attend at my office to sign the purchase documents.

In the meantime, if you have any questions, comments or concerns please do not hesitate to contact me.

Sincerely,

Jane Capwell
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I/We irrevocably confirm that I/we have read and understood the contents of this letter.

Receipt acknowledged the _____ day of Month, 2009.

Purchaser Name

Purchaser Name