



# Schedule B Agreement of Purchase and Sale

## Form 105

for use in the Province of Ontario

This Schedule is attached to and forms part of the Agreement of Purchase and Sale between:

**BUYER:** ....., and

**SELLER:** Estate of Richard Lawrence Teslyk

for the property known as 551 Chapel Park PVT Ottawa

on K1C7P2 dated the ..... day of ....., 20.....

**Full legal description:**

PART OF BLOCK 3, PLAN 4M1177, BEING PARTS 7 AND 8 ON 4R18328, OTTAWA. SUBJECT TO AN EASEMENT IN FAVOUR OF ROGE RS OTTAWALIMITED/LIMITEE AS IN OC130982. SUBJECT TO AN EASEMENT IN FAVOUR OF BELL CANADA AS IN OC130985. SUBJECT TO AN EASEMENT IN FAVOUR OF ENBRIDGE GAS DISTRIBUTION INC. AS IN OC130986. SUBJECT TO AN EASEMENT IN FAVOUR OF HYDRO OTTAWA LIMITED AS IN OC131339. SUBJECT TO AN EASEMENT IN FAVOUR OF BLOCKS 3, 4, 5, 6, 7 AND 11 ON PLAN 4M1177 OVER PART 8 ON 4R18328 AS IN OC148380. SUBJECT TO AN EASEMENT IN FAVOUR OF BLOCK 1 ON PLAN 4M1177 OVER PART 8 ON 4R18328 AS IN OC148380. SUBJECT TO AN EASEMENT IN FAVOUR OF BLOCK 2 ON PLAN 4M1177 OVER PART 8 ON 4R18328 AS IN OC148380. SUBJECT TO AN EASEMENT IN FAVOUR OF PARTS 21 TO 23 ON 4R18114 OVER PART 8 ON 4R18328 AS IN OC148380. SUBJECT TO AN EASEMENT IN FAVOUR OF PART 20 ON 4R18114 OVER PART 8 ON 4R18328 AS IN OC148380. SUBJECT TO AN EASEMENT IN FAVOUR OF PART 19 ON 4R18114 OVER PART 8 ON 4R18328 AS IN OC148380. SUBJECT TO AN EASEMENT IN FAVOUR OF PARTS 17 AND 18 ON 4R18114 OVER PART 8 ON 4R18328 AS IN OC148380. SUBJECT TO AN EASEMENT IN FAVOUR OF PARTS 14 TO 16 ON 4R18114 OVER PART 8 ON 4R18328 AS IN OC148380. SUBJECT TO AN EASEMENT IN FAVOUR OF PARTS 11 TO 13 ON 4R18114 OVER PART 8 ON 4R18328 AS IN OC148380. SUBJECT TO AN EASEMENT IN FAVOUR OF PARTS 9 AND 10 ON 4R18114 OVER PART 8 ON 4R18328 AS IN OC148380. SUBJECT TO AN EASEMENT IN FAVOUR OF PARTS 7 AND 8 ON 4R18114 AS IN OC148380. SUBJECT TO AN EASEMENT IN FAVOUR OF PARTS 1 TO 4 ON 4R18114 OVER PART 8 ON 4R18328 AS IN OC148380. TOGETHER WITH AN EASEMENT OVER PART 1 ON 4R18095 AS IN OC148380. TOGETHER WITH AN EASEMENT OVER PART 3 ON 4R18095 AS IN OC148380. TOGETHER WITH AN EASEMENT OVER PART 4 ON 4R18095 AS IN OC148380. TOGETHER WITH AN EASEMENT OVER PART 5 ON 4R18095 AS IN OC148380. TOGETHER WITH AN EASEMENT OVER PART 6 ON 4R18095 AS IN OC148380. 7 ON 4R18095 AS IN OC148380. TOGETHER WITH AN EASEMENT OVER PART 8 ON 4R18095 AS IN OC148380. TOGETHER WITH AN EASEMENT OVER PART 9 ON 4R18095 AS IN OC148380. TOGETHER WITH AN EASEMENT OVER PART 10 ON 4R18095 AS IN OC148380. TOGETHER WITH AN EASEMENT OVER PART 11 ON 4R18095 AS IN OC148380. TOGETHER WITH AN EASEMENT OVER PART 23 ON 4R18114 AS IN OC148380. TOGETHER WITH AN EASEMENT OVER PART 13 ON 4R18095 AS IN OC148380.

The parties acknowledge and agree that all closing documentation can be signed electronically and forwarded by email or fax in accordance with the Electronic Commerce Act, 2000, S.O.2000,c.17

The parties agree that the keys to the property shall be left in a lock box at the property and the code to the same is to be provided to the Buyer's lawyer in escrow pending closing of this transaction.

In addition to any other provision in this Agreement or any Schedule thereto the parties agree that any deposit to be delivered by the Buyer to the Deposit Holder may be delivered by Electronic Funds Transfer (EFT) to an account designated by the Deposit Holder. Provided further that the Buyer making the EFT shall, with respect to the said EFT, provide such information to the Deposit Holder as required by the Deposit Holder to comply with the requirements of the Real Estate and Business Brokers Act, 2002, as amended from time to time and or to comply with other relevant statutory requirements.

In accordance with the Federal Privacy Act (PIPEDA) the Buyer and Seller hereby consent and agree to permit the Listing & Selling Brokerage to distribute and use sale related information regarding the subject property on marketing materials, newsprint, website, and social media which may include the property address, list price, sale price, number of offers and photos.

The Buyer agrees to take possession of any chattel or anything else left in, on, or around the property on closing.

Notwithstanding anything else contained in this Agreement of Purchase and Sale, the Buyer acknowledges that this is an Estate Sale by an Estate Trustee; and the Property and all structures on it ["the Property"] are being sold on a completely as is basis. The Seller / Estate Trustee makes no warranties or representations whatsoever concerning the Property, and without limiting the generality of the foregoing this shall include its history, usage, zoning, future use, occupation, state of repair [past or present], type of wiring, plumbing, heating system or insulation or any other matter regarding the Property or any chattels included with the Property. This clause shall supersede any representation or warranty clauses included in any other schedules.

The Seller / Estate Trustee will not provide any declaration, warranty or statement on closing as to the Property as they have limited personal knowledge of same and the Buyer agrees not to request same, accepting the Property is purchased solely as is and based on their own inspection, investigation and conclusions about the Property. This clause shall supersede any representation or warranty clauses included in any other schedules.

This form must be initialed by all parties to the Agreement of Purchase and Sale.

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):

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