

# 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:** LOIS CAROLYN COPLAND

for the property known as 3099 CARLING AVENUE 103 OTTAWA

ON K2H 5A6 dated the ..... day of ....., 20<sup>26</sup>

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 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.

Subject to any exceptions set out or prescribed in the Prohibition on the Purchase of Residential Property by Non-Canadians Act S.C. 2022, c. 10, s.235, (statute), the Buyer represents and warrants that the Buyer is not and on completion will not be a non-Canadian under the non-Canadian provisions of the Prohibition on the Purchase of Residential Property by Non-Canadians Act S.C. 2022, c. 10, s.235, which representation and warranty shall survive and not merge upon the completion of this transaction and the Buyer shall deliver to the Seller a statutory declaration that Buyer is not then a non-Canadian of Canada; provided further that if the Buyer qualifies for any exception as set out or prescribed by the statute, the Buyer shall deliver to the Seller a statutory declaration that the Buyer is a non-Canadian but is not in contravention of the statute because of a valid exception as set out or prescribed in the statute.

The Seller covenants not to disclose, nor direct or allow their brokerage to disclose, the whole or any part of the detail or content of this offer to any person prior to acceptance. The Seller may disclose, or direct or allow their brokerage to disclose, the whole or any part of the detail of this offer to any person or entity expressing an interest in offering on the property before the waiver or fulfillment of all conditions contained therein.

Notwithstanding anything else contained in this Agreement of Purchase and Sale, the Buyer acknowledges that this is an Sale by Power of Attorney for Property; and the Property and all structures on it ["the Property"] are being sold on a completely as is basis. The Seller / Power of Attorney for Property 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 / Power of Attorney for Property 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 initialled by all parties to the Agreement of Purchase and Sale.

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ON K2H 5A6 dated the ..... day of ....., 2026

**Legal Description:**

UNIT 1, LEVEL 1, OTTAWA-CARLETON CONDOMINIUM PLAN NO. 571 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : ALL OF LTS 44,45,46, & 48, PT OF LTS 37, 38, 43, 47, 49, 50 & 51 & PT OF ELMPOINT AVENUE AND PART OF GRANDEUR AVENUE (FORMERLY BAY STREET AS CLOSED BY BYLAW 76-91 AS N606392, ALL ON PLAN 315 BEING PARTS 6, 7, 8, 9, AND 10 4R10863 CITY OF NEPEAN. SUBJECT TO AN EASEMENT IN FAVOUR OF BELL CANADA AS SET OUT IN LT931645. SUBJECT TO AN EASEMENT IN FAVOUR OF ROGERS OTTAWA LIMITED/LIMITEE AS SET OUT IN LT935082. SUBJECT TO THE FOLLOWING EASEMENTS AND RIGHTS-OF-WAY HEREBY CREATED INFAVOUR OF THE OWNER FROM TIME TO TIME OF, AND AS APPURTENANT TO, PART OF LOTS 47, 49, 50, 51, AND 52, REGISTERED PLAN 315, DESIGNATED AS PARTS 2, 3, 4, AND 5 ON 4R10863 (HEREIN COLLECTIVELY CALLED THE RETAINED LANDS) 1. AN EASEMENT ON, OVER, UNDER, IN, ACROSS AND THROUGH THE COMMON ELEMENTS OF THIS CONDOMINIUM (HEREINAFTER CALLED THE COMMON ELEMENTS) FOR THE SUPPORT OF ALL STRUCTURES, STRUCTURAL MEMBERS, FOOTINGS, FOUNDATIONS, BUILDINGS, CONNECTIONS, FIXTURES AND EQUIPMENT AS WELL AS PERSONS AND OBJECTS WHICH ARE FROM TIME TO TIME SITUATED ON, OR CONNECTED WITH, THE RETAINED LANDS; 2. AN EASEMENT ON, OVER, UNDER, IN ACROSS AND THROUGH THE COMMON ELEMENTS TO CONSTRUCT, INSTALL, OPERATE, MAINTAIN, ALTER, REPAIR RECONSTRUCT, REPLACE, RENEW AND INSPECT UTILITIES WHICH SHALL INCLUDE, BUT ARE NOT LIMITED TO, NATURAL GAS, WATER, HYDRO, SANITARY AND STORM SEWERS, DRAINAGE, TELEPHONE, CABLEVISION AND ALL MODES OF TRANSMISSION, CONVEYANCE, STORAGE OR DELIVERY THEREOF, INCLUDING, WITHOUT LIMITATION, WIRES, CABLES, CONDUITS, PIPES, DUCTS, RISERS, PUMPS, TANKS, PANELS, METERS, CHUTES, EQUIPMENT AND ROOMS (HEREIN COLLECTIVELY CALLED THE "UTILITIES") WHICH SERVICE THE RETAINED LANDS; 3. AN EASEMENT FOR ACCESS ON, OVER, UNDER, IN, ACROSS AND THROUGH THE COMMON ELEMENTS TO CONSTRUCT, INSTALL, OPERATE, MAINTAIN, ALTER, REPAIR, RECONSTRUCT, REPLACE, RENEW AND INSPECT: (A) THE UTILITIES WHICH SERVICE THE RETAINED LANDS; (B) THE WHOLE OR ANY PART OF THE STRUCTURES, STRUCTURAL MEMBERS, BUILDINGS, CONNECTIONS, FIXTURES AND EQUIPMENT WHICH ARE FROM TIME TO TIME SITUATED ON OR CONNECTED WITH, THE RETAINED LANDS; AND (C) SUCH STRUCTURES AND INSTALLATIONS AS MAY BE NECESSARY FROM TIME TO TIME AS APPURTENANT TO THE EASEMENT FOR SUPPORT HEREIN REFERRED TO; 4. A RIGHT-OF-WAY IN, ALONG, THROUGH AND OVER PART 8 ON PLAN 4R10863 FOR VEHICULAR & PEDESTRIAN TRAFFIC FOR THE PURPOSE OF INGRESS TO AND EGRESS FROM THE RETAINED LANDS; 5. AN EASEMENT OVER PARTS 7, 9 AND 10 PLAN 4R10863 FOR VISITOR PARKING SUCH AS TO SERVE AND BENEFIT THE OWNERS OF THE RETAINED LANDS IN COMMON WITH THE CORPORATION HEREIN CREATED; 6 AN EASEMENT OVER, UNDER, IN ACROSS AND THROUGH THE COMMON ELEMENT FOR PEDESTRIAN ACCESS, EGRESS AND/OR ANY OTHER SIMILAR OR RELATED USE APPROPRIATE FOR THE REASONABLE USE AND ENJOYMENT OF THE LANDSCAPED AREAS AS A PASSIVE RECREATIONAL FACILITY; 7. AN EASEMENT ON, OVER, UNDER, IN, ACROSS AND THROUGH THE COMMON ELEMENTS FOR THE PURPOSE OF REMOVING GARBAGE FROM THE RETAINED LANDS; PROVIDED THAT THE EASEMENTS HEREBY CREATED SHALL BE USED IN ACCORDANCE WITH THE RIGHTS, OBLIGATIONS AND CONDITIONS SET OUT IN ANY RECIPROCAL OR JOINT USE AGREEMENT ENTERED INTO BETWEEN THE CONDOMINIUM CORPORATION, THE OWNER OF THE RETAINED LANDS AND ANY OTHER CONDOMINIUM CORPORATION DECLARED WITHIN RETAINED LANDS AS IN LT939186. D. TOGETHER WITH THE FOLLOWING EASEMENTS AND RIGHTS-OF-WAY HEREBY CREATED IN RESPECT OF PART OF LOTS 47,49,50, 51 AND 52 PLAN 315 DESIGNATED AS PARTS 6, 7, 8, 9 AND 10 PLAN 4R10863 IN THE LAND REGISTRY OFFICE FOR THE LAND TITLES DIVISION OF OTTAWA-CARLETON (NO. 4): 1. AN EASEMENT ON, OVER, UNDER, IN, ACROSS AND THROUGH PARTS 2, 3, 4, AND 5 ON PLAN 4R10863 FOR THE SUPPORT OF ALL STRUCTURES, STRUCTURAL MEMBERS, FOOTINGS, FOUNDATIONS, BUILDINGS, CONNECTIONS, FIXTURES AND EQUIPMENT AS WELL AS PERSONS AND OBJECTS WHICH ARE FROM TIME TO TIME SITUATED IN, OR CONNECTED WITH, THE UNITS AND COMMON ELEMENTS, 2. AN EASEMENT ON, OVER, UNDER, IN, ACROSS AND THROUGH PARTS 2,3,4,5 4R10863, TO CONSTRUCT, INSTALL, OPERATE, MAINTAIN, ALTER, REPAIR, RECONSTRUCT, REPLACE, RENEW AND INSPECT THE UTILITIES WHICH SERVICE THE UNITS AND THE COMMON ELEMENTS; 3. AN EASEMENT FOR ACCESS ON, OVER, UNDER, IN, ACROSS AND THROUGH PARTS 2, 3, 4, AND 5 ON PLAN 4R10863 TO CONSTRUCT, INSTALL, MAINTAIN, ALTER, REPAIR, RECONSTRUCT, REPLACE, RENEW AND INSPECT: (A) THE UTILITIES WHICH SERVICE THE UNITS AND THE COMMON ELEMENTS (B) THE WHOLE OR ANY PART OF THE STRUCTURES, STRUCTURAL MEMBERS, BUILDINGS, CONNECTIONS, FIXTURES, EQUIPMENT WHICH COMPRISE THE UNITS AND THE COMMON ELEMENTS OR ARE FROM TIME TO TIME SITUATED THEREIN OR CONNECTED THEREWITH; AND (C) SUCH STRUCTURES AND INSTALLATIONS AS MAY BY NECESSARY FROM TIME TO TIME AS APPURTENANT TO THE EASEMENT FOR SUPPORT HEREIN REFERRED TO; 4. A RIGHT OF- WAY ON, IN ALONG AND THROUGH PARTS 2, 3,

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ON K2H 5A6 ..... dated the ..... day of ....., 20<sup>26</sup>

4, AND 5 4R10863 FOR PEDESTRIAN TRAFFIC FOR THE PURPOSE OF INGRESS TO AND EGRESS FROM UNIT 70, LEVEL B; 5. AN EASEMENT OVER, UNDER, IN, ACROSS AND THROUGH PARTS 2, 3, 4, AND 5 ON PLAN 4R10863 FOR PEDESTRIAN ACCESS, EGRESS AND/OR ANY OTHER SIMILAR OR RELATED USE APPROPRIATE FOR THE REASONABLE USE AND ENJOYMENT OF THE LANDSCAPED AREAS AS A PASSIVE RECREATIONAL FACILITY; 6. A RIGHT-OF-WAY IN, ALONG AND THROUGH PART 3 ON 4R10863 FOR PEDESTRIAN AND VEHICULAR TRAFFIC FOR THE PURPOSE OF INGRESS AND EGRESS FROM THE UNITS AND COMMON ELEMENTS AS IN LT939186. E. TOGETHER WITH AN EASEMENT HEREBY CREATED FOR THE PURPOSE OF CONSTRUCTING AND MAINTAINING SANITARY SEWERS AND WATER CONNECTIONS ON, OVER, UNDER, IN, ACROSS AND THROUGH PART OF LOT 40, PLAN 315 DESIGNATED AS PART 5 ON 4R8889 AS IN LT939186. PROVIDED THAT THE EASEMENTS AND RIGHTS-OF-WAYS HEREBY CREATED SHALL BE USED IN ACCORDANCE WITH THE RIGHTS, OBLIGATIONS AND CONDITIONS OF ANY RECIPROCAL OR JOINT USE AGREEMENT ENTERED INTO BETWEEN THE CONDOMINIUM CORPORATION, THE OWNER OF THE RETAINED LANDS AND ANY OTHER CONDOMINIUM CORPORATIONS DECLARED WITHIN THE RETAINED LANDS. ADDITION TO COMMON ELEMENTS: UNIT 2 LEVEL 1 OTTAWA-CARLETON CONDOMINIUM PLAN NO 581 AS IN LT1313153.

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