



# 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:** Lyle Dwayne Anderson Barbara June Anderson

for the property known as 661 County Road 10 Prince Edward County

ON ..... dated the ..... day of ....., 20.....

**Legal Description:**

PT GORE BB ATHOL AS IN PE123429; S/T INTEREST IN PE123429; PRINCE EDWARD, being PIN 55075-0053 (LT)

PT LT 23 CON 2 MILITARY TRACT HALLOWELL AS IN PE123429 S/T INTEREST IN PE123429, S/T THE RIGHTS OF OWNERS OF ADJOINING PARCELS, IF ANY, UNDER PE39137(THIDRLY); PRINCE EDWARD, being PIN 55075-0111 (LT)

This is two PINs being sold, PIN 55075-0053 (LT) being the smaller property containing farmed lands only, and PIN 55075-0111 (LT) which contains the house, barn, and farmed lands and is municipally described as 661 County Road 10.

The Buyer acknowledges that they are accepting title to PIN 55075-0111 (LT) subject to the following interest noted in the property description: "S/T THE RIGHTS OF OWNERS OF ADJOINING PARCELS, IF ANY, UNDER PE39137(THIDRLY)". This interest shall not be deleted from the title of the property prior to or on closing. The Buyer acknowledges and agrees that the purchase price in this Agreement takes into consideration the Buyer's acceptance of this interest, and that no further reduction or credit shall be given by the Seller. The Buyer acknowledges and agrees that the Seller shall take no steps to have this interest deleted, and that the Buyer shall be solely responsible for dealing with this interest post-closing. The Buyer shall have no claims, of any nature, against the Seller in relation to this "subject to" interest.

There is no survey. The size, frontage and description of the property have been taken from Geowarehouse descriptions and mapping. If any statement, error or omission shall be found in the particulars thereof, the same shall not annul nor entitle the Buyer to be relieved of any obligation or adjustment of price hereunder.

The Buyer acknowledges that approximately 60 acres are rented by a farmer, and the Buyer agrees to permit the farmer access to the lands during the 2025 season to plant and fertilize crops, tend to them, and harvest them.

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.

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

INITIALS OF BUYER(S):



INITIALS OF SELLER(S):

