

SCHEDULE "B" TO THE AGREEMENT OF PURCHASE AND SALE

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

BUYER, _____, and
SELLER, _____

For the Purchase and Sale of: 8 Grenadier Ravine Drive, Toronto, ON M6S 2W7

Notwithstanding anything in the preceding pages to the contrary, the following terms and conditions shall apply to the Agreement of Purchase and Sale.

LEGAL DESCRIPTION: PCL 326-1 SEC M438; PT LT 326 W/S GRENADIER RAVINE PL M438 TORONTO COMM AT A POINT IN THE ELY LIMIT OF SAID LT 326, DISTANT 50 FT 1 INCH MEASURED SLY FROM THE SE ANGLE OF LT 327 ACCORDING TO SAID PL; THENCE WLY IN A STRAIGHT LINE TO A POINT IN THE WLY LIMIT OF SAID LT 326 DISTANT 50 FT MEASURED SLY FROM THE INTERSECTION OF THE WLY PRODUCTION OF THE SLY LIMIT OF LT 327 WITH THE WLY LIMIT OF LT 326; THENCE SLY ALONG THE WLY LIMIT OF LT 326, 25 FT; THENCE ELY IN A STRAIGHT LINE TO A POINT IN THE ELY LIMIT OF LT 326, DISTANT 75 FT 1 1/2 INCHES MEASURED SLY FROM THE SE ANGLE OF SAID LT 327; THENCE NLY AND ALONG THE ELY LIMIT OF LT 326, 25 FT 1/2 INCH TO THE POB; T/W A ROW OVER THE NLY 2 FT 5 INCHES OF THE ELY 49 FT OF THE WLY 78 FT OF THE LANDS IMMEDIATELY ADJOINING THESE LAND ON THE S; S/T A ROW OVER THE SLY 2 FT 5 INCHES OF THE ELY 49 FT OF THE WLY 78 FT OF THESE LANDS. SAID TWO RIGHTS-OF-WAY TO FORM A MUTUAL PASSAGEWAY FOR THE JOINT USE OF THE OWNERS AND OCCUPANTS FROM TIME TO TIME OF THE HOUSES ADJOINING SAID MUTUAL PASSAGEWAY; T/W A ROW IN COMMON WITH OTHERS NOW OR HEREAFTER ENTITLED THERETO, IN, OVER, ALONG AND UPON THAT PT OF LT 329 ACCORDING TO SAID PL AS DESCRIBED AS FOLLOWS: COMM AT THE NE ANGLE OF SAID LT 329; THENCE WLY ALONG THE NLY LIMIT OF SAID LT 329 TO ITS INTERSECTION WITH A LINE DRAWN PARALLEL TO AND DISTANT 12 FT WLY MEASURED AT RIGHT ANGLES THERE TO FROM THE ELY LIMIT OF THE SAID LT AND ITS PROLONGATION NLY; THENCE SLY AND PARALLEL TO THE ELY LIMIT OF SAID LT 329 TO A POINT DISTANT 25 FT MEASURED NLY ALONG SAID PARALLEL LINE FROM THE SLY LIMIT OF SAID LT; THENCE ELY PARALLEL TO THE SAID SLY LIMIT OF SAID LT 329, 12 FT TO THE ELY LIMIT THEREOF; THENCE NLY ALONG SAID ELY LIMIT TO THE POB; T/W THE RIGHT OR EASEMENT TO MAINTAIN AND USE IN COMMON WITH OTHERS ENTITLED THERETO A WATER MAIN NOW OR HEREAFTER TO BE CONSTRUCTED THROUGH THAT PT OF LT 329 ON SAID PL M438 AS DESCRIBED IN THE ABOVE SECONDLY DESCRIBED APPURTENANT ROW AND FROM TIME TO TIME ENTER UPON SAID LAND WITH SUCH AFFECTS SERVANTS AND MATERIAL AS MAY BE NECESSARY FOR SUCH PURPOSE; S/T C431520; TORONTO, CITY OF TORONTO

Fronting on the East side of Grenadier Ravine Drive.

Buyers' Initials _____

Seller's Initials _____

Buyer acknowledges and accepts the following:

1. a mutual pedestrian right of way between 6 and 8 Grenadier Ravine Drive.
2. A sewer easement as shown as Part 4 on Schedule C, the attached Reference Plan for Grenadier Ravine Drive.

Business or banking day is defined as a day other than a Saturday, Sunday or statutory holiday.

INCLUDED: Electrical light fixtures, window coverings, and appliances: white Frigidaire oven, black LG microwave with exhaust hood, Maytag stainless steel dishwasher and white Inglis fridge, washer, and dryer

RENTAL: Hot water tank

The parties to this agreement hereby acknowledge and agree that the deposit holder, Babiak Team Real Estate., shall place the deposit into its non-interest-bearing real estate trust account, and no interest shall be earned, received, or paid on deposit.

VACANT HOME TAX | The Sellers warrant that the property is not subject to the Toronto Vacant Home Tax and agrees to provide to the Buyer, a copy of the duly executed Declaration of occupancy status with respect to the subject property filed with the City of Toronto.

It is understood and agreed that the seller provides no warranties or representations with respect to the condition of the property or any chattels or fixtures included.

It is understood and agreed there may be up to two (2) access visits no more than 1 hour in length at mutually agreed upon times and will exclude the period 3 business days prior to closing. This will be in addition to any mortgage related inspection by an appraiser.

Seller agrees to leave premises in a clean and broom swept condition, and agrees to remove any and all furniture, clothing, personal items and debris from the subject property. Seller will not cap or patch any exposed electrical outlets / wall or ceiling holes caused by the removal of lighting fixtures, art, mirrors, brackets for wall mounted television screens or any other items removed by the seller.

The Buyer acknowledges there is no up-to-date survey for the property and also acknowledges that the lot dimensions provided by the listing brokerage were obtained from MPAC (Municipal Property Assessment Corporation).

Buyers' Initials _____

Seller's Initials _____

It is understood and agreed the BUYER shall upon acceptance of this Agreement of Purchase and Sale (a) Deliver a certified cheque or bank draft to Babiak Team Real Estate Brokerage Ltd. on account of the deposit or (b) Deliver an uncertified cheque and then exchange it for a certified cheque or bank draft by 7:00 p.m. on the first business day following the date of acceptance, failing which the Seller reserves the right in his sole discretion to declare this Agreement of Purchase and Sale null and void by giving notice by email, fax or hand delivery to the Buyer or his agent.

THE BUYER ACKNOWLEDGES that the Feature Sheets, marketing materials and any pre-inspection reports provided by the Listing Broker with respect to this property were ordered and obtained for their respective purposes. The Listing Broker makes no representations or warranties regarding these materials and/or their content. Any reliance on the materials is at the Buyer's sole risk. The Buyer agrees to hold harmless the Seller, the Listing Broker and its Sales Representatives for any errors, omissions and any representations, express or implied, contained in the materials.

NOTICES: When not in multiple representation notices pursuant to this Agreement can be received by the SELLER electronically at babiakoffice@gmail.com

Buyers' Initials _____

Seller's Initials _____