

# *1366 Before Long Lane Koshlong Lake*



*Information  
Package*

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

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

**SELLER:** Russell Quigley and Ivy Virginia Gosse

for the property known as 1366 Before Long Lane, Koshlong Lake

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

The Buyer agrees to provide the deposit in the form of a certified cheque, bank draft, electronic fund wire transfer or as a direct deposit into the RE/MAX Professionals North, Brokerage Real Estate Trust Account within 24 hours of the acceptance of this Agreement. Funds can only be wired/deposited to our Trust Account on accepted offers. Please do not wire/deposit funds on offers that have not been accepted.

The deposit holder, RE/MAX Professionals North, advises that the Real Estate Trust account in which the deposit for this transaction ("the deposit") shall be placed attracts interest at a variable rate, calculated using the Bank of Canada prime rate, minus between 2.25% and 3.25% dependent upon the combined total of all monies in the real estate accounts for the same period. All interest earned by the monies held in the Real Estate Trust Account shall be retained by RE/MAX Professionals North.

All direct deposits must be certified or bank draft. NO CASH OR EMAILED DEPOSITS. In the event of a Mutual Release, or for Excess Funds, the Buyer and Seller acknowledges the deposit will be returned after the full bank clearing period. This period will start the next banking day after receipt of the deposit funds. For bank drafts, wire transfers or direct deposits, the period is five (5) banking days. For others, the period is twenty (20) banking days.

**WIRE DEPOSITS:** If Wiring funds, please add additional \$17.00 to cover the service charge. Otherwise, deposit will be \$17.00 short.


**BRANCH DEPOSITS:** If Direct Depositing the CERTIFIED funds into our Trust Account from any RBC Branch, the \$17.00 fee is not required.


For the purposes of this Agreement, the terms "banking days" or "business days" shall mean 11:59 p.m. any day, other than Saturday, Sunday and Statutory Holiday recognized in the Province of Ontario.

The parties hereto consent and agree to the use of electronic signature pursuant to the Electronic Commerce Act 2000, S.O. 2000, c1 7 as amended from time to time with respect to this agreement and any other documents respecting this transaction.

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 now, 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.

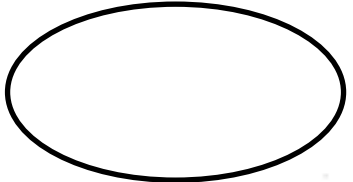
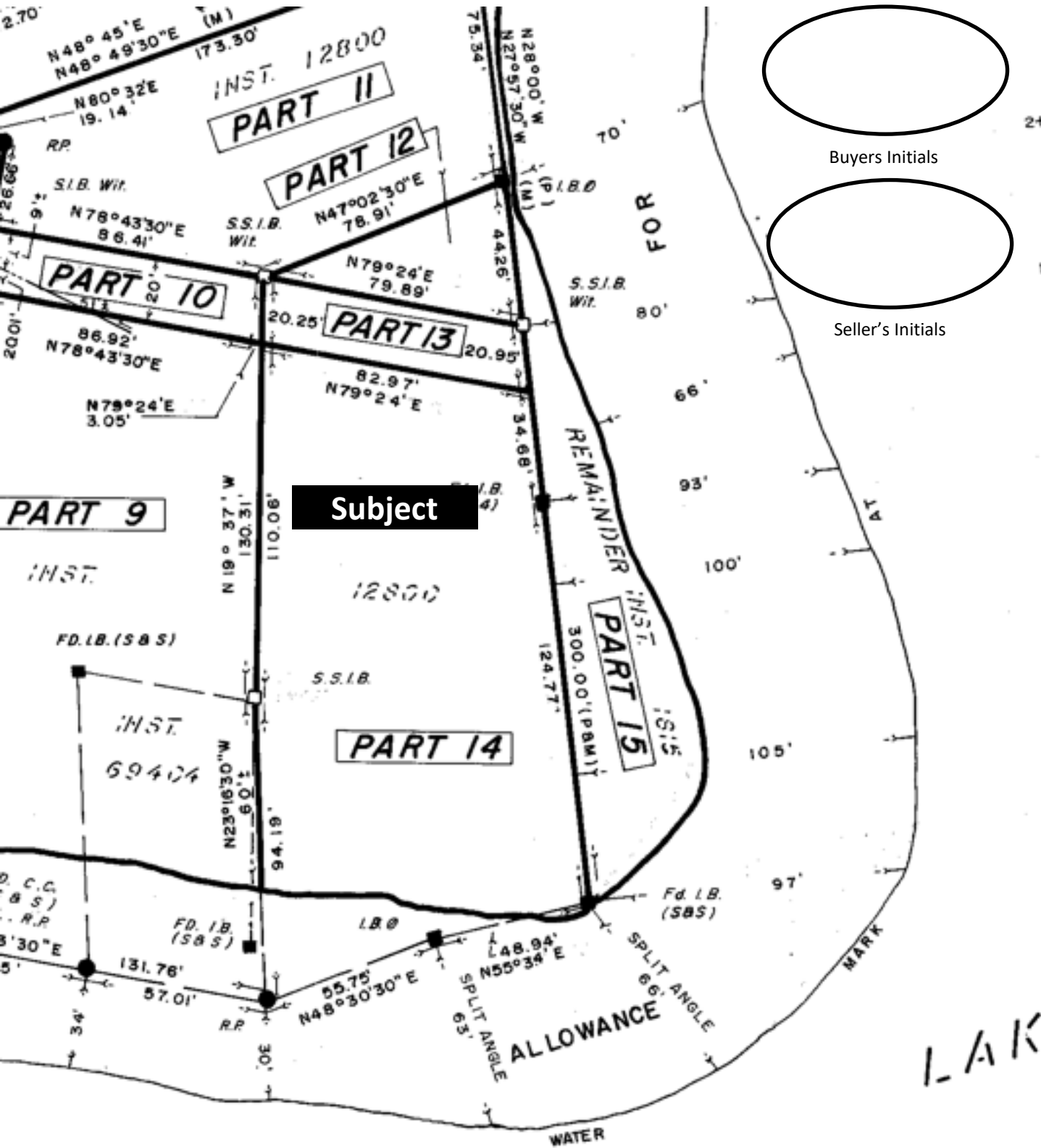
This form must be initialed by all parties to the Agreement of Purchase and Sale.

**INITIALS OF BUYER(S):** 

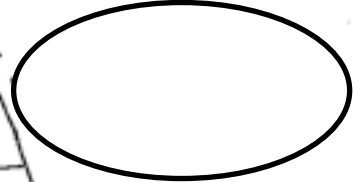
**INITIALS OF SELLER(S):** 

# Schedule "C" - Survey

PT LT 12 CON 15 GLAMORGAN PT 12 TO 14 19R1678;  
S/T & T/W H101489; HIGHLANDS EAST



Buyers Initials

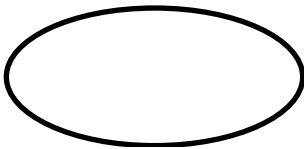


Seller's Initials

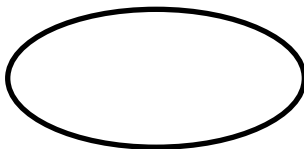
LAK

# **D1** Schedule “D” – Title Insurance

The Buyer acknowledges that access in part is over Crown land, which is governed by Section 49 of the *Public Lands Act*, and in part is over private land to which a prescriptive easement exists. Notwithstanding whatever rights the sellers may have to the use of the access road, the buyers shall rely on the attached endorsement (PG 2 – Schedule “D” – Title Insurance) from a title insurer (Stewart Guaranty Title Company) and shall not call for the sellers to create, survey or otherwise address any lack of documentation pertaining to said access road.



Buyers Initials



Seller's Initials

# D2 Schedule "D" – Title Insurance

Quigley/Gosse - 1366 Before Long Lane

Jean Humphrey <Jean.Humphrey@stewart.com>  
To: Janine Harrison <Janine@lawshap.com>  
Cc: David Shapiera <David@lawshap.com>

Mon, Sep 25, 2023 at 1:44 PM

Actually, never mind sending this instrument.

We can provide coverage for a purchaser if they contact us directly. The underwriting would be our standard travelled road coverage which would read as follows:

#### Exception (Owner's and Lender's Policies)

Access to the Land is over an access route known as Before Long Lane (the "Access Route"). All or part of the lands comprising the Access Route are privately owned and are not subject to right(s) of way in favour of the Land.

#### Affirmative Assurance (Owner's Policy)

The Company insures against loss or damage incurred by the Insured due to the owner(s) of the lands which comprise the Access Route attempting to deny the Insured the legal right to access the Land over the Access Route. Provided, however, that the Company will not otherwise pay to purchase all or part of the Access Route or to create a right of way over the Access Route. Provided, further, that the Company will not pay any dues, fees, costs or monies owing to any person, association or municipality, and the Company will not be responsible for any maintenance or repair of the Access Route. Although coverage for this issue does not extend to Unmarketability of your Title/Unmarketable Title in relation thereto, the Company commits to offering coverage in this same manner to future purchaser(s), lender(s), and lessee(s) of the Land, provided such future purchaser(s), lender(s), and lessee(s) purchase(s) a policy of title insurance from the Company at the then applicable premium.

#### Affirmative Assurance (Lender's Policy)

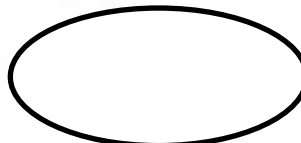
The Company insures against loss or damage incurred by the Insured due to the owner(s) of the lands which comprise the Access Route attempting to deny the Insured the legal right to access the Land over the Access Route. Coverage for this issue shall extend to Unmarketability of the Title/Unmarketable Title in relation thereto

Please have the purchaser's solicitor contact the undersigned with their STG File number once it has been opened.

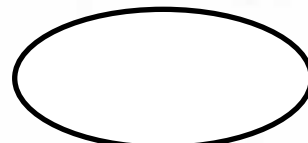
Best regards,

{Quoted text hidden}

{Quoted text hidden}



Buyers Initials



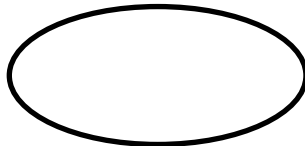
Seller's Initials

**E1**

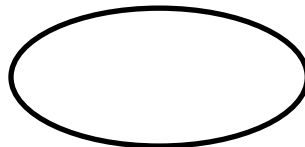
# Schedule E

## Acknowledgement and Direction

The Buyer acknowledges that the within land is subject to a right of way for access and parking by the neighbour to the immediate east (See Schedule E – Acknowledgement and Direction in following Pages) and agrees to accept title subject to that easement.



Buyers Initials



Seller's Initials



E3

**Properties**

PIN 39224 - 0155 LT Interest/Estate Easement  Add Easement  
 Description SERVICENT LANDS:  
 PT LT 12 CON 15 GLAMORGAN PT 13 19R1678; S/T & T/W H101489; HIGHLANDS EAST  
 Address 1366 BEFORE LONG LANE  
 HALIBURTON

PIN 39224 - 0156 LT Interest/Estate Fee Simple  Add Easement  
 Description DOMINANT LANDS:  
 PT LT 12 CON 15 GLAMORGAN PT 15 19R1678; HIGHLANDS EAST  
 Address HALIBURTON

**Consideration**

Consideration \$0.00

**Transferor(s)**

The transferor(s) hereby transfers the easement to the transferee(s).

Name QUIGLEY, RUSSELL  
 Acting as an individual  
 Address for Service 38 Jones Drive  
 Barrie, Ontario  
 L4M 6H7

I am at least 18 years of age.  
 My spouse is a party to this document.  
 This document is not authorized under Power of Attorney by this party.

Buyers Initials

Name GOSSE, IVY VIRGINIA  
 Acting as an individual  
 Address for Service 38 Jones Drive  
 Barrie, Ontario  
 L4M 6H7

I am at least 18 years of age.  
 My spouse is a party to this document.  
 This document is not authorized under Power of Attorney by this party.

Seller's Initials

<b>Transferee(s)</b>	<b>Capacity</b>	<b>Share</b>
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Name	BOYLE, JAMES CHARLES	Joint Tenants
	Acting as an individual	
Date of Birth	1951 01 17	
Address for Service	109 Cardinal Crescent Newmarket, Ontario L3Y 5Y9	

Name	BOYLE, LINDA JOYCE	Joint Tenants
	Acting as an individual	
Date of Birth	1951 07 19	
Address for Service	109 Cardinal Crescent Newmarket, Ontario L3Y 5Y9	

**Statements**

Schedule: We, Russell Quigley and Ivy Virginia Gosse, are the registered owners of the Dominant Lands described herein, being part of PIN 39224-0155. The Transferors grant and transfer to the Transferees, their successors and assigns, in perpetuity, a non-exclusive right of way in the nature of an easement for the benefit of the lands owned by the Transferees herein described as the Dominant Lands, over, along, and upon the Servient Lands for the purpose of access to and egress from the Dominant Lands by the Transferees, their successors and assigns, servants, agents, invitees, contractors and workers, on foot or by vehicle. The Transferors further grant and transfer to the Transferees, their successors and assigns, in perpetuity, a non-exclusive right in the nature of an easement for the benefit of the lands owned by the Transferees herein described as the Dominant Lands, to park vehicles on the Servient Lands during those periods of time when the Transferees, their successors and assigns, family members or invitees are in use or occupation of the Dominant Lands.



**Statements**

This transfer of easement imposes no liability or obligation on the Transferor, their successors and assigns to maintain or repair the the right of way nor liability on the part of the Transferor with respect to any failure to maintain and repair the right of way. The Transferees may enter onto the Servient Lands to maintain and repair the right of way but only to the extent required for its reasonable use as a private cottage access road. This transfer of easement grants, and confirms, a right in the nature of an easement that has been enjoyed by the Transferees (as well as predecessors on title) since at least 1979.

STATEMENT OF THE TRANSFEROR (S): The transferor(s) verifies that to the best of the transferor's knowledge and belief, this transfer does not contravene the Planning Act.

STATEMENT OF THE SOLICITOR FOR THE TRANSFEROR (S): I have explained the effect of the Planning Act to the transferor(s) and I have made inquiries of the transferor(s) to determine that this transfer does not contravene that Act and based on the information supplied by the transferor(s), to the best of my knowledge and belief, this transfer does not contravene that Act. I am an Ontario solicitor in good standing.

STATEMENT OF THE SOLICITOR FOR THE TRANSFEREE (S): I have investigated the title to this land and to abutting land where relevant and I am satisfied that the title records reveal no contravention as set out in the Planning Act, and to the best of my knowledge and belief this transfer does not contravene the Planning Act. I act independently of the solicitor for the transferor(s) and I am an Ontario solicitor in good standing.

**Calculated Taxes**

Provincial Land Transfer Tax \$0.00

Buyers Initials

Seller's Initials

**LAND TRANSFER TAX STATEMENTS**

In the matter of the conveyance of: 39224 - 0155 SERVIENT LANDS:  
 PT LT 12 CON 15 GLAMORGAN PT 13 19R1678; S/T & T/W H101489; HIGHLANDS EAST

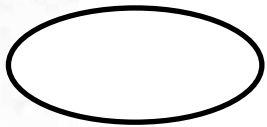
39224 - 0156 DOMINANT LANDS:  
 PT LT 12 CON 15 GLAMORGAN PT 15 19R1678; HIGHLANDS EAST

BY: QUIGLEY, RUSSELL  
 GOSSE, IVY VIRGINIA

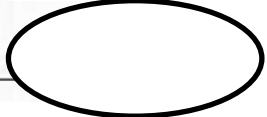
TO: BOYLE, JAMES CHARLES Joint Tenants  
 BOYLE, LINDA JOYCE Joint Tenants

1. BOYLE, JAMES CHARLES AND BOYLE, LINDA JOYCE

- I am
- (a) A person in trust for whom the land conveyed in the above-described conveyance is being conveyed;
  - (b) A trustee named in the above-described conveyance to whom the land is being conveyed;
  - (c) A transferee named in the above-described conveyance;
  - (d) The authorized agent or solicitor acting in this transaction for \_\_\_\_\_ described in paragraph(s) ( ) above.
  - (e) The President, Vice-President, Manager, Secretary, Director, or Treasurer authorized to act for \_\_\_\_\_ described in paragraph(s) ( ) above.
  - (f) A transferee described in paragraph ( ) and am making these statements on my own behalf and on behalf of \_\_\_\_\_ who is my spouse described in paragraph ( ) and as such, I have personal knowledge of the facts herein deposed to.



Buyers Initials



Seller's Initials

3. The total consideration for this transaction is allocated as follows:

(a) Monies paid or to be paid in cash	\$0.00
(b) Mortgages (i) assumed (show principal and interest to be credited against purchase price)	\$0.00
(ii) Given Back to Vendor	\$0.00
(c) Property transferred in exchange (detail below)	\$0.00
(d) Fair market value of the land(s)	\$0.00
(e) Liens, legacies, annuities and maintenance charges to which transfer is subject	\$0.00
(f) Other valuable consideration subject to land transfer tax (detail below)	\$0.00
(g) Value of land, building, fixtures and goodwill subject to land transfer tax (total of (a) to (f))	\$0.00
(h) VALUE OF ALL CHATTELS -items of tangible personal property	\$0.00
(i) Other considerations for transaction not included in (g) or (h) above	\$0.00
(j) Total consideration	\$0.00

4. Explanation for nominal considerations:  
 s) other: The transfer of easement is made to confirm and recognize a right in the nature of an easement that has been enjoyed by the Dominant Lands since at least 1979. No monetary consideration has been paid.

5. The land is not subject to an encumbrance

6. Other remarks and explanations, if necessary.

1. The information prescribed for purposes of section 5.0.1 of the Land Transfer Tax Act is not required to be provided for this conveyance.
2. The transferee(s) has read and considered the definitions of "designated land", "foreign corporation", "foreign entity", "foreign national", "Greater Golden Horseshoe Region", "specified region", "spouse" and "taxable trustee" as set out in subsection 1(1) of the Land Transfer Tax Act and O. Reg 182/17. The transferee(s) declare that this conveyance is not subject to additional tax as set out in subsection 2(2.1) of the Act because:
3. (b) This is not a conveyance of "designated land".
4. The transferee(s) declare that they will keep at their place of residence in Ontario (or at their principal place of business in Ontario) such documents, records and accounts in such form and containing such information as will enable an accurate determination of the taxes payable under the Land Transfer Tax Act for a period of at least seven years.
5. The transferee(s) agree that they or the designated custodian will provide such documents, records and accounts in such form and containing such information as will enable an accurate determination of the taxes payable under the Land Transfer Tax Act, to the Ministry of Finance upon request.

**PROPERTY Information Record**

A. Nature of Instrument: Transfer Easement  
 LRO 19 Registration No. Date:

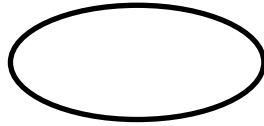
B. Property(s):  
 PIN 39224 - 0155 Address 1366 BEFORE LONG Assessment 4601903 - 00019800  
 LANE Roll No  
 HALIBURTON  
 PIN 39224 - 0156 Address HALIBURTON Assessment 4601903 - 00020000  
 Roll No

C. Address for Service: 109 Cardinal Crescent  
 Newmarket, Ontario  
 L3Y 5Y9

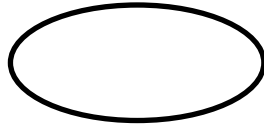
D. (i) Last Conveyance(s): PIN 39224 - 0155 Registration No.  
 PIN 39224 - 0156 Registration No.

**LAND TRANSFER TAX STATEMENTS**

(ii) Legal Description for Property Conveyed: Same as in last conveyance? Yes  No  Not known



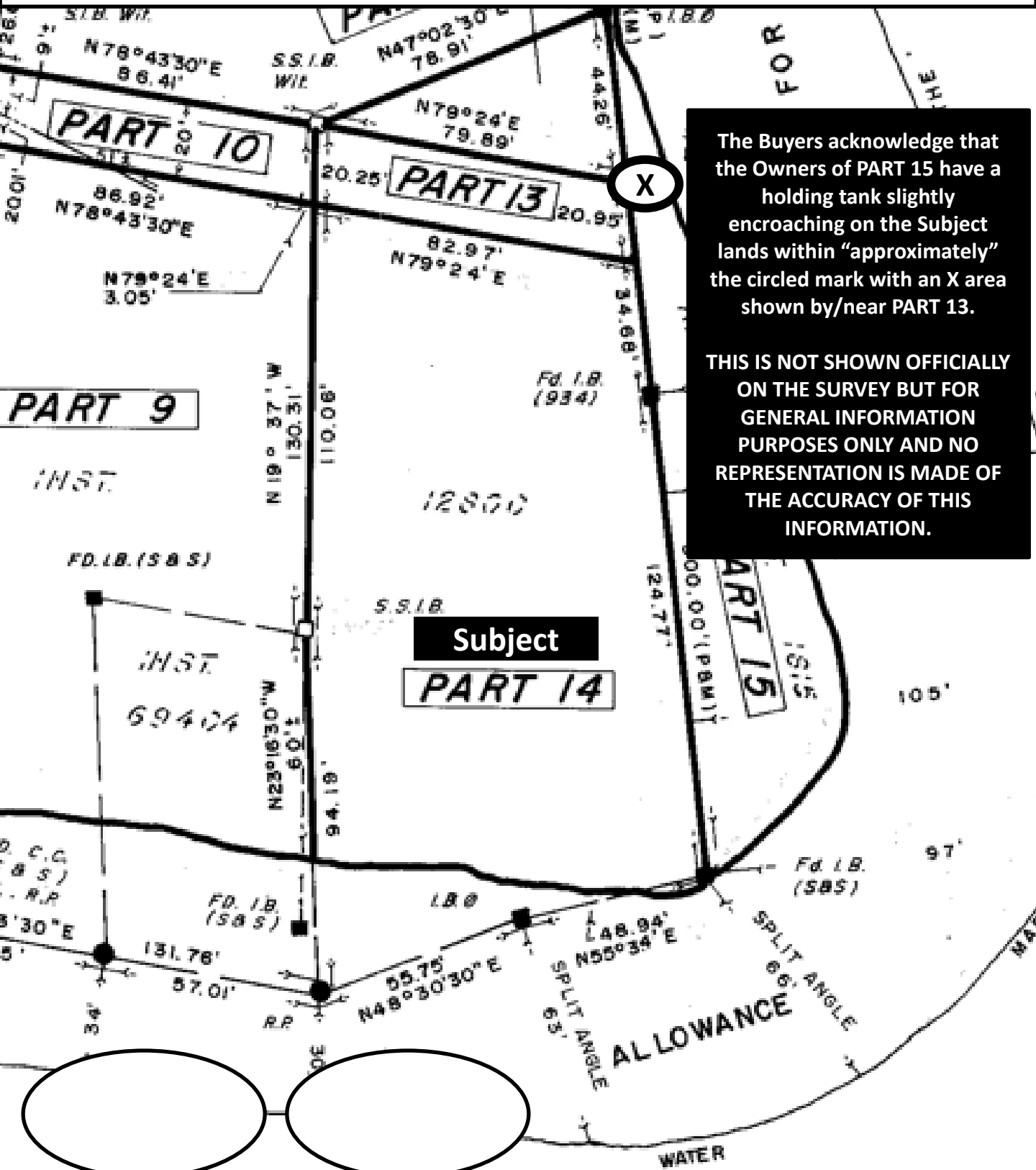
Buyers Initials



Seller's Initials

# Schedule "F"

## Holding Tank Encroachment



The Buyers acknowledge that the Owners of PART 15 have a holding tank slightly encroaching on the Subject lands within "approximately" the circled mark with an X area shown by/near PART 13.

**THIS IS NOT SHOWN OFFICIALLY ON THE SURVEY BUT FOR GENERAL INFORMATION PURPOSES ONLY AND NO REPRESENTATION IS MADE OF THE ACCURACY OF THIS INFORMATION.**

Two empty ovals provided for initials:

Seller's Initials

Buyers Initials

# Holding Tank Invoice

1366 Before Long Lane - Koshlong Lake



**BROOKLIN CONCRETE PRODUCTS LIMITED**

P.O. BOX 370  
 BROOKLIN, ONTARIO L0B 1C0  
 PHONE (416) 655-3311

**INVOICE/FACTURE**

8546

PAGE 1

SOLD TO: MR RUSS QUIGLEY  
 VENDU A: 16 NAVENBY CRES.  
 WESTON, ONT.  
 M9L 1B2

SHIP TO: NARROW PT. RD.  
 EXPÉDIER A: KOSHLONG LAKE

SHIP VIA EXPÉDIER PAR

DATE DATE	SALESMAN REPRESENTANT	P.O. NO./NO DE COMM. D'ACHAT	ORDER DATE DATE DE LA COMM.	F.S.T. NO. NO DE TAXE DE VENTE FÉD.	F.S.T. NO. NO DE TAXE DE VENTE PROV.	TERMS CONDITIONS
29-07-86			08-07-86			NET CASH

ITEM NO. N° DE L'ARTICLE	DESCRIPTION DESCRIPTION	QTY SHIP QTE EXPÉD.	PRICE PRIX	EXTENSION	DISC %	DISCOUNT	AMOUNT MONTANT
S32001	2000-GAL. SINGLE CHAMBER	1	1276.00	1276.00	0	0.00	1276.00
S13502	FLCW-25 MYERS LEVEL CONT.	1	79.00	79.00	0	0.00	79.00
	P.S.T. ON		1,355.00				94.85
	TOTAL						1449.85

NOTE: EFFECTIVE IMMEDIATELY THERE WILL BE A MINIMUM BILLING CHARGE OF \$10.00 ON CHARGE SALES UNDER \$10.

# Holding Tank Pumping Invoice

1366 Before Long Lane - Koshlong Lake



## FRENCH SEPTIC PUMPING

(DIVISION OF SHEPHERD ENVIRONMENTAL)

6798 Hwy 35, P.O. Box 68  
Coboconk, Ontario K0M 1K0

Telephone: 705-457-1152 • 705-454-3744

705-887-1503 • 705-286-1178

Fax: 705-454-8700

**CUSTOMER:**

QUIGLEY, MR. RUSSELL  
38 JONES DR.  
BARRIE ON L4M 6H7

(705) 457-2461 Ext.

**DIRECTIONS:**

1366 BEFORE LONG LANE  
COUNTY RD. 1 TO KOSHLONG LAKE RD  
TO BEFORE LONG LANE  
- MAIL RECEIPT  
tank is behind orange & black road sign  
ON

**INV. NO.**

0000145017

**DATE:**

Aug-28-23

**CUST. NO.**

021773

TERMS: PAYABLE ON RECEIPT

CASH • DEBIT • ETRANSFER

EMT: Lshepherd@shepherdenvironmental.ca

Quote Invoice Number

ITEM NUMBER	DESCRIPTION	AMOUNT
HOLD8-01	PUMPING HOLDING TANK	265.49
<p>SHEPHERD ENVIRONMENTAL 6798 HWY 35 COBOCONK, ON K0M1K0 7054543744</p> <p><b>SALE</b> PHONE ORDER</p> <p>MINI: 5674622 REF#: 00000026 TED: 003 RRN: 00000026 Batch #: 244001 13.36.41 08/29/23 CVD M</p> <p>ORDER#: 21773 APPR CODE: 05288N Manual CNP</p> <p>VISA *****8355</p> <p><b>AMOUNT \$300.00</b></p> <p>APPROVED</p> <p>I AGREE TO PAY ABOVE TOTAL AMOUNT IN ACCORDANCE WITH CARD ISSUER'S AGREEMENT (MERCHANT AGREEMENT / CREDIT VOUCHER) RETAIN THIS COPY FOR STATEMENT IDENTIFICATION</p> <p>THANK YOU / MERCH</p> <p>CUSTOMER COPY</p>		
HST		34.51
<b>TOTAL:</b>		<b>\$300.00</b>
PAYMENT METHOD:		



HST# R10483

Material on site pertaining to this invoice remains the property of French Septic Pumping until paid in full.

Work done close to trees, flower beds, patios, sidewalks, etc. done at customer's risk only.  
2% INTEREST CHARGED PER MONTH ON ACCOUNTS OVER 30 DAYS.

CUSTOMER COPY

**INVOICE**

DRIVER: Andrew G

# Water System

1366 Before Long Lane - Koshlong Lake

**HIGHLANDS PLUMBING & HEATING**  
Div. of Jack Hewson & Sons Ltd  
P.O. Box 424 Minden, Ontario K0M 2K0  
Tel: (705) 286-1195 Fax: (705) 286-3861  
highlandsplumbing@bellnet.ca

*N*

*8-9*

*Two to set*

Date: July 31, 2018  
Proposal Submitted To: Russel Quigley  
Customer Name:  
Job Description: replace Pyrotenax  
Location:

To supply and install as follows **BUDGET QUOTE (ACTUALLY DONE + COMPLETED)**

160' 1" Heat Line ( 240 volt)

1- WX202 pressure tank

Heat Line to be sleeved in Big O pipe

Heat Line to be insulated with 1" Tundra pipe insulation

160' submersible pump wire

Quotation sum of Four Thousand Four Hundred Fifty-----\$4450.00 hst extra

Notes- this quotation is for budget purpose only. Will try to reuse submersible wire if we can get out of existing Big O

**\*\*Please note** - If your building permit was not approved before January 1, 2017 a Thermo drain unit may be required on the main drain stack as per the OBC Regulations at an additional cost.

We are pleased to submit the above quotation for your consideration. This quotation is valid for 30 days.

Please sign accepted \_\_\_\_\_ Date \_\_\_\_\_

Thank You  
Chuck & Sue Hewson

# *Annual Costs and Other*

## **1366 Before Long Lane - *Koshlong Lake***

- Superior Propane – 2023 = \$151.00 (LR stove only)
- Hydro One = \$125/monthly (+/-)
- Propane Hot Water Tank Annually = \$90.40
- Septic Holding Tank Pump Out = \$300.00
- 2023 Property Tax Bill = \$3,986.15
- 2023 Road Association Dues = \$600.00
- 2023 Koshlong Lake Association Dues = \$45.00
- Platform deck and ramp at lake = 2022
- Floating Dock = 2018



# *Lake Location Map*

*1366 Before Long Lane*



*Koshlong Lake*

# Area Map

*1366 Before Long Lane, Koshlong Lake*



Eagle Lake

West Guilford

Carnarvon

Haliburton

Subject

Ingoldsby

Lochlin

Minden

Gelert

Lutterworth

Irondale