

- SELLING INFORMATION -
(THIS IS NOT A TENDER)

PLEASE NOTE: THIS PROPERTY IS BEING SOLD "AS IS / WHERE IS". The Vendor makes no representation or warranties to the condition of the building or any improvements on the property.

- Municipal Address: **2 Franklin Street, Falconbridge ON,**
On which is situate the building commonly referred to as the former Falconbridge Arena and Curling Rink, and the associated parking lots located on the east side of Franklin Street having no assigned municipal address.
- Legal Description: Arena and Curling Rink: PIN 73490-0048(LT), Block A, Plan M-1039;
Parking Lot: PIN 73490-0263(LT), Lot 193, Plan M-1038 and PIN 73490-0264(LT), Lot 194, Plan M-1038,
all in the Township of Falconbridge, City of Greater Sudbury
- Approximate Size of Site: Arena and Curling Rink : 0.6 hectares
Parking Lot: 0.2 hectares
- Official Plan & Zoning: The lands on which the former arena/curling club are located are designated "Parks and Open Space" in the Official Plan and are zoned "I", Institutional, in Zoning By-law 2010-100Z.

The parking lot located on the east side of Franklin Street is designated "Living Area 1" in the Official Plan and is zoned "R1-5", Low Density Residential One, in Zoning By-law 2010-100Z.

An Official Plan amendment and/or rezoning of the Property may be required to accommodate a Purchaser's intended use. Interested Purchasers should consult their own advisors to inform and satisfy themselves on all related matters. Supplemental information may also be available from the City's Development Approvals Section.
- Environmental: The Purchaser is advised to consult the *Environmental Protection Act* and the Purchaser's own advisors to determine if a record of site condition may be required, upon a change of use or if other obligations may arise under this or other legislation.
- Property Improvements: PIN 73490-0048(LT) is improved with two buildings which share a structural wall.
PINs 73490-0264 and 73490-0263(LT) are used as parking lots and as such are vacant land with a gravel surface.

Building Details:

Building Type	Gross Floor Area(approx)	Year Constructed
Arena	22,740	Circa 1949
Curling Rink	8,895	Circa 1954

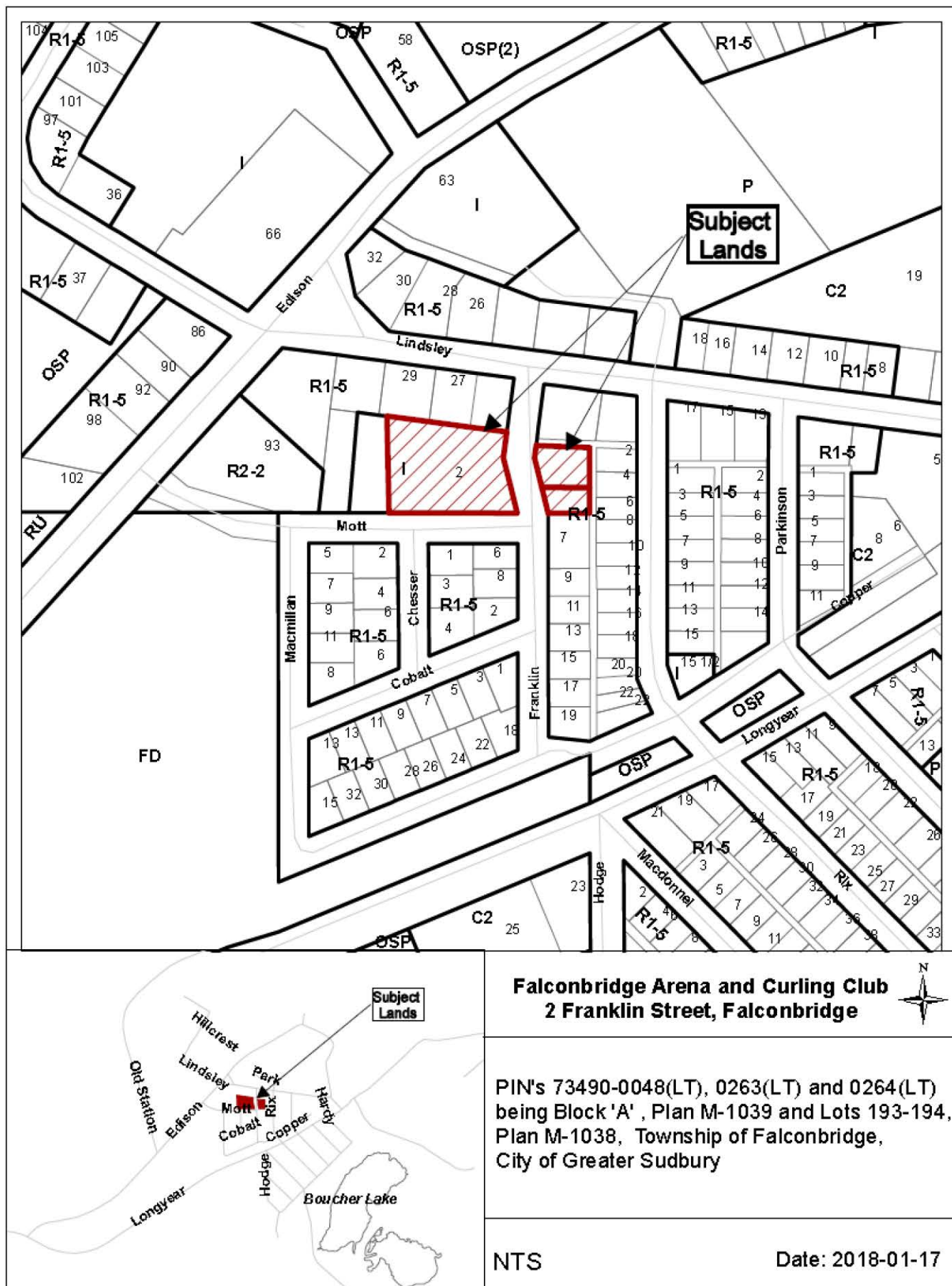
Services Available:	PIN 73490-0048(LT) is serviced with municipal water and sewer. Interested purchasers are advised to satisfy themselves regarding all issues of interest. PIN 73490-0263 and 0264(LT) are unserviced.
Energy Costs:	2017 electricity \$4,046 2017 natural gas \$21,538
Easements:	As outlined in the Agreement of Purchase and Sale.
Roof:	Interested Purchasers are advised to satisfy themselves as to all areas of concern related to the roof of each building.
Taxes:	None of the PINs, which together form the Property, offered for sale are currently subject to real property taxes. Real property taxes will be assessed by MPAC upon the acquisition by the Purchaser.
Development Charges:	Development/redevelopment on all or any part of the PINs which together form the property being offered for sale may trigger development charges in accordance with the City's Development Charges By-law. Interested Purchasers are advised to satisfy themselves on this matter.
Asking Price:	\$249,900.00 (plus HST) for all 3 PINs collectively

Should you have any questions please contact City of Greater Sudbury, Real Estate Section, at (705) 674-4455 ext 4373 or email realestate@greatersudbury.ca

If you wish to submit an offer to purchase the subject property, kindly complete the attached form of Agreement of Purchase and Sale and submit it to: CITY OF GREATER SUDBURY, Real Estate Section, Attention: Angela Roy, Property Administrator, PO Box 5000, Stn A, 200 Brady Street, Sudbury, ON P3A 5P3.

This information is provided to assist the Purchaser in making its own enquiries. The Vendor does not represent or warrant that matters referenced above are the only matters for investigation by a Purchaser.

The Vendor makes no representations or warranties about the property described above and assumes no liability for the accuracy or completeness of the above noted information. It is recommended that any interested party satisfy itself in all respects as to the condition of the property and the suitability of the property for its own purposes.





View of arena and curling rink from Franklin Street facing south-west



View of parking lot from Franklin Street facing east



AGREEMENT OF PURCHASE AND SALE

PURCHASER(s): _____
Agrees to purchase from
VENDOR: CITY OF GREATER SUDBURY
the following
REAL PROPERTY:
municipally known as: **2 Franklin Street, Falconbridge ON and the associated Parking Lot on the east side of Franklin Street.**

being described as: PIN 73490-0048(LT), Block A, Plan M-1039 and the parking lot being described as PIN 73490-0263(LT), Lot 193, Plan M-1038 and PIN 73490-0264(LT), Lot 194, Plan M-1038, all in the Township of Falconbridge, City of Greater Sudbury, together with a right of way over part of PIN 73490-0068(LT), in the approximate location shown on Schedule 'A' and to be more particularly described by reference plan as provided in section 4 and subject to such easements to be conveyed prior to closing or conveyed back to the City as part of closing, as described in sections 3 and 5

(the "Property")

in an "as is" condition
for a
PURCHASE PRICE of --- _____ --- 00/100 Dollars (CDN \$ _____)
Together with any applicable HST.

DEPOSIT:
The Purchaser submits with this offer ----- FIVE THOUSAND ----- 00/100 Dollars (CDN \$5,000.00) by certified cheque payable to City of Greater Sudbury to be credited toward the Purchase Price on closing of this transaction, or returned to the Purchaser without interest or deduction, if the transaction fails to close through no fault of the Purchaser. The Purchaser agrees to pay to the Vendor on closing, the balance of the purchase price by certified cheque, subject to adjustments provided for in this Agreement.

1. **HST IN ADDITION TO PURCHASE PRICE:** The Purchaser agrees to pay to the Vendor on closing, in addition to the Purchase Price any applicable HST on the Purchase Price, or in the alternative, shall deliver on closing evidence satisfactory to the Vendors solicitor that the Purchaser is an HST registrant, and an Undertaking to Remit any applicable HST and to Indemnify the Vendor for failure to do so, prepared in the Vendor's standard form. The Purchaser authorizes the Vendor to verify with the Canada Revenue Agency, the Purchaser's HST registration status and the Purchaser's HST registration number. The Purchaser agrees to provide to the Vendor any further written authorizations or directions that may be required, in order for the Vendor to obtain this information.

2. **CONDITION – COUNCIL APPROVAL:** The Purchaser acknowledges and understands that any execution of this Agreement by the Director of Assets and Fleet Services for the City of Greater Sudbury, on behalf of the Vendor, is expressly conditional upon the approval of the terms of the offer by the Council Committee for the City of Greater Sudbury and does not bind the Vendor unless the within Offer is approved by Council on or before 11:59 p.m. on the day of _____, 2020. If this condition is not satisfied by the date specified, this Agreement shall be at an end, the Purchaser's deposit shall be returned to him without interest or deduction and neither party shall have any further obligation to the other respecting this Agreement.

3. **CONDITIONAL UPON EASEMENT BACK TO CITY ON CLOSING:** It is a condition of Closing that the Purchaser transfer to the Vendor, immediately after the transfer of the Property and in priority to any mortgage or other encumbrance, easements for municipal purposes in favour of the Vendor, in its standard form, over part of **PIN 73490-0048(LT)** in the approximate locations shown on Schedule 'A' and to be more particularly described by a reference plan being prepared by the City at its own expense. The City will bear all the costs of registration of the easement.

4. **EASEMENT / RIGHT OF WAY TO PURCHASER ON CLOSING:** As part of the closing process, the City will transfer to the Purchaser, for the benefit of **PIN 73490-0048(LT)**, an easement in the nature of a right-of-way in the form attached as Schedule 'B' over part of abutting **PIN 73490-0068(LT)**, in the approximate location shown on Schedule 'A' and to be established by a reference plan being prepared by the City at its own expense. The Purchaser will bear all related costs in conjunction with the registration of the easement in the nature of a right-of-way.

5. **NOTICE – UTILITY EASEMENT TO BE GRANTED PRIOR TO CLOSING:** The Purchaser acknowledges being advised that the City will be registering, prior to closing, easements over part of **PIN 73490-0048(LT)** in the approximate location shown on Schedule 'A' and to be more particularly described by a reference plan prepared by the City at its own expense. The easements to be registered will be in favour of:
a) Hydro One Networks, in their standard form for public utility purposes;
b) Bell Canada, in their standard form for public utility purposes; and
c) Union Gas Limited, in their standard form for public utility purposes;
and the Purchaser agrees to accept title subject to such easements. The City may adjust on the Statement of Adjustments to recover any costs related to the registration of the easements incurred by the City.

6. **SALE AS IS / WHERE IS:** (1) The Purchaser acknowledges and agrees that:

- a) this Property is being sold by the Vendor in an ‘as is / where is’ condition, without representations or warranties of any kind, either expressed or implied as to the condition or functionality of any aspect of the property (including the soil, the subsoil, the ground and surface water or any other environmental matters), any building or facility thereon, or the uses that may be made of the Property or as to any other matters respecting the site whatsoever.
- b) the Purchaser has been advised to satisfy himself as to all matters related to the Property and its intended use.
- c) the Purchaser buys at its own risk and accepts and shall be responsible for the condition of the Property free of any claim against the City.

(2) The Purchaser hereby agrees to indemnify and save harmless the Vendor from any costs, including legal and witness costs, claims, demands, civil actions, prosecutions, or administrative hearings, fines, judgments, awards, including awards of costs that may arise as a result of the condition of the Property, any order issued in connection with the condition of the Property, or any loss, damage, or injury caused either directly or indirectly as a result of the condition of the Property whether the condition of the Property arose before or after Closing.

(3) Each of sections 6.(1) and 6.(2) shall not merge on closing but **shall survive the closing** of this transaction and shall be a continuing obligation of the Purchaser without need to provide further documentation to substantiate this intent.

(4) The Purchaser acknowledges that the Vendor has agreed to a sale price which reflects the limitations set out in this Agreement. The Vendor will not and will not be required to make adjustments to the Purchase Price for any matter except as expressly provided for in this Agreement and will not provide any statutory declarations as to the environmental or other matters pertaining to the Property.

7. INVESTIGATIONS / DISCLOSURES: (1) The Purchaser acknowledges and agrees that any information provided by the City, any comments made by the City’s staff and any plans or drawings or other information that may have been provided by the City or the City’s staff including with limitation, the Selling Information sheet, are for the purpose of assisting the Purchaser to make its own enquiries and the Purchaser relies on such information at its own risk. The City makes no representations or warranties about and takes no responsibility for the accuracy or completeness of any such information provided for the assistance of the Purchaser. The Purchaser is advised to make its own independent investigations and enquiries and to consult such independent advisors as may be deemed appropriate, to determine if the Property is suitable for its needs to satisfy itself with respect to all issues of concern.

(2) The Purchaser understands that upon acceptance of this Offer there shall be a binding agreement of purchaser and sale between the Purchaser and the City.

8. PURCHASER’S CONDITIONS: This Agreement is conditional upon compliance with or waiver of each of the conditions set out in Schedule ‘C’ for the benefit of the Purchaser, on or before the date specified in Schedule ‘C’ failing which and provided always that the Purchaser has acted in good faith, this Agreement shall be null and void and the Purchaser’s deposit returned to the Purchaser without interest or deduction and Vendor shall not be liable for any costs or damages. The Purchaser’s only right and remedy shall be such right of termination.

9. TAXES: The Purchaser acknowledges being advised and understands that although the Property is not currently subject to real property taxes, real property taxes will be assessed upon the acquisition of the Property by the Purchaser. The Purchaser agrees to assume any local improvement levies assessed against the Property.

10. CHATTELS: The following Chattels are included in the Purchase Price: NONE.

11. FIXTURES: The following fixtures are excluded from the Purchase Price: NONE.

12. RENTAL EQUIPMENT: N/A.

13. IRREVOCABILITY: This Offer shall be irrevocable by the Purchaser until 4:30 p.m. on the day following the granting of any necessary approvals as identified in section 2 of this Agreement, after which time, if not accepted, this Offer shall be null and void and the deposit shall be returned to the Purchaser in full without interest.

14. COMPLETION DATE: This Agreement shall be completed by no later than 4:30 p.m. on the day of , 2020, or such other date as may be agreed to by the parties in writing. Upon completion, vacant possession of the property shall be given to the Purchaser unless otherwise provided for in this Agreement.

15. TITLE SEARCH: Purchaser shall be allowed until 6:00 p.m. on the 5th day before closing (Requisition Date) to examine the title to the property at his own expense and to satisfy himself there are no outstanding work orders or deficiency notices affecting the property.

16. FUTURE USE: The Purchaser acknowledges and agrees that the Vendor has made no representation or warranty of any kind that the future intended use of the property by the Purchaser is or will be lawful and that as Purchaser, it has been advised to investigate zoning of the Property and satisfy itself that its intended use is permitted.

17. TITLE: Provided that the title to the property is good and free from all encumbrances except as aforesaid and except for any registered restrictions or covenants that run with the land providing that such are complied with and except for any easements to public utilities. If within the time allowed for examining the title any valid objection to title, which Vendor is unable or unwilling to remove, remedy or satisfy and which Purchaser will not waive, notwithstanding any intermediate act or negotiations in respect of such objections, this Agreement shall be at an end and all monies theretofore paid shall be returned without interest or deduction and Vendor shall not be liable for any costs or damages. The Purchaser’s only right and remedy shall be such right of termination. Save as to any valid objection so made by such day and except for any objection going to the root of the title the Purchaser shall be conclusively deemed to have accepted Vendor’s title to the property.

18. **ELECTRONIC REGISTRATION:** Where the transaction will be completed by electronic registration pursuant to Part III of the *Land Registration Reform Act*, R.S.O. 1990, Chapter L4, and any amendments thereto, each of the parties shall retain a lawyer to act on its behalf. The Vendor and Purchaser acknowledge and agree that the exchange of closing funds, non-registrable documents and other items (the 'Requisite Deliveries') and the release thereof to the Vendor and Purchaser will (a) not occur at the same time as the registration of the transfer/deed (and any other documents intended to be registered in connection with the completion of this transaction) and (b) be subject to conditions whereby the lawyer(s) receiving any of the Requisite Deliveries will be required to hold same in trust and to release same except in accordance with the terms of a document registration agreement between the said lawyers, the form of which is as recommended from time to time by the Law Society of Upper Canada. Unless otherwise agreed to by the lawyers, such exchange of the Requisite Deliveries will occur in the applicable Land Titles Office or such other location agreeable to both lawyers.

19. **DOCUMENTS AND DISCHARGE:** Purchaser shall not call for the production of any title deed, abstract, survey or other evidence of title to the property except such as are in the possession or control of Vendor.

20. **INSPECTION:** Purchaser acknowledges having had the opportunity to inspect the property and understands that upon acceptance of this Offer there shall be a binding agreement of purchase and sale between Purchaser and Vendor.

21. **PLANNING ACT:** This Agreement is subject to compliance with the *Planning Act*, R.S.O. 1990, c. P.13. The Purchaser shall not call upon the Vendor and neither the Vendor nor the Vendor's solicitor shall be required to complete Planning Act Statements in the electronic Transfer/Deed of Land.

22. **CLOSING DELIVERABLES BY THE CITY:** (1) On Closing the City will deliver only:
- a) vacant possession of the Property and keys for same;
 - b) an electronic Transfer, duly signed and released for registration and a discharge of any charge / mortgage and other encumbrance on title;
 - c) statement of adjustments;
 - d) an undertaking, specified to survive Closing, to pay utilities to the date of closing and to re-adjust the statement of adjustments, if necessary, upon written demand; and
 - e) a direction regarding payment of funds;

(2) The Transfer / Deed shall save for the Land Transfer Tax Affidavit be prepared in registerable form at the expense of the Vendor. All registration costs and other costs associated with effecting the transfer pursuant to this Agreement shall be borne by the Purchaser.

23. **DOCUMENT PREPARATION:** The Transfer / Deed shall, save for the Land Transfer Tax Affidavit, be prepared in registerable form at the expense of the Vendor. All registration costs and other costs associated with effecting the transfer pursuant to this Agreement shall be borne by the Purchaser.

24. **TIME LIMITS:** Time shall in all respects be of the essence herein provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by Vendor and Purchaser or by their respective solicitors who may be specifically authorized in that regard.

25. **TENDER:** Any tender of documents or money hereunder may be made upon Vendor or Purchaser or their respective lawyers on the day set for completion. Money may be tendered by bank draft or cheque certified by a Chartered Bank, Trust Company, Province of Ontario Savings Office, Credit Union or Caisse Populaire.

26. **AGREEMENT IN WRITING:** If there is conflict or discrepancy between any provision added to this Agreement (including any Schedule attached hereto) and any provision in the standard pre-set portion hereof, the added provision shall supersede the standard pre-set provision to the extent of such conflict or discrepancy. This Agreement including any Schedule attached hereto shall constitute the entire Agreement between Purchaser and Vendor. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein. This Agreement shall be read with all changes of gender or number required by the context.

27. **SUCCESSORS AND ASSIGNS:** The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein.

28. **ASSIGNMENT:** This Agreement shall not be assigned by the Purchaser without prior written consent of the Vendor, which consent may be refused, or given subject to conditions.

29. **REAL ESTATE COMMISSION:** The Purchaser shall be responsible for any commission to any real estate agent retained by him and payable as the result of this Agreement. The Vendor represents and warrants that it has not retained any real estate agent in regard to this property.

30. **GENDER & NUMBER:** In this Agreement the use of the singular number includes the plural and vice versa and the use of any gender includes all genders.

31. **COUNTERPARTS AND SCANNED SIGNATURES:** This Agreement may be executed in counterparts, each of which shall be deemed to be an original and each of which taken together shall be deemed to constitute one and the same instrument. The Agreement and Counterparts may be executed either in original and delivered or may be signed and scanned in PDF format and forwarded by e-mail or may be signed and forwarded by facsimile from any party and the parties to this Agreement adopt any signatures received by receiving telecopier machine or in PDF format, forwarded by e-mail scanned as original signatures of the forwarding party or parties.

CORPORATE SIGNING CLAUSE:

IN WITNESS whereof the PURCHASER has signed this Agreement by its duly authorized signing officers in that regard.

DATED at Sudbury, this ____ day of _____, 2020.

Per:

Print Name, Title

Print Name, Title
I/We have authority to bind the corporation.

INDIVIDUAL(S) SIGNING CLAUSE:

IN WITNESS whereof the PURCHASER has signed this Agreement

DATED at Sudbury this ____ day of _____, 2020, in the presence of

Witness:

_____ Name:	_____ Name:	(LS)	Date: _____
_____ Name:	_____ Name:	(LS)	Date: _____

IN WITNESS whereof the VENDOR has signed this Agreement by its duly authorized signing officers in that regard.

DATED at Sudbury, this ____ day of _____, 2020.

CITY OF GREATER SUDBURY
Per:

Director of Assets and Fleet Services

Acceptance conditional upon approval by Council for
the City of Greater Sudbury as specified in the Agreement.

ADDRESS FOR SERVICE

Vendor's Address for Service: 200 Brady Street, Box 5000,
Stn. A, Sudbury ON P3A 5P3, Attention: Real Estate Section
Tel No.: (705) 671-2489 - Real Estate Section
FAX: N/A

Vendor's Lawyer: City Legal Services
Tel No.: (705)-671-2489 - Legal Services
FAX: (705)-673-1651

Purchaser's Address for Service: _____
Tel. No.: (705) _____ FAX: (705) _____
Purchaser's Lawyer: _____
Address: _____
Tel. No.: (705) _____ FAX: (705) _____

Purchaser(s)' initials  Vendor(s)' initials 



SCHEDULE ‘B’

**EASEMENT IN THE NATURE
OF A RIGHT-OF-WAY**

The Transferor grants unto the Transferee the non-exclusive, free, uninterrupted and unobstructed right and easement in perpetuity to, on, over, through, upon and across the lands described as Parts _____, on Plan _____, for the purpose of ingress and egress to and from the Transferee’s lands, to and from public roads and for the passage of vehicles and the passage and accommodation of pedestrians in common with the rights of others entitled thereto. The easement granted herein is registered against title of the Transferor’s lands, the “Servient Tenement” described on page 1 for the benefit of the Transferee’s lands the “Dominant Tenement” as described on page 1 and the Transferee’s successors, assigns, agents, employees and invitees.

SCHEDULE 'C'

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

PURCHASER, _____, and

VENDOR, CITY OF GREATER SUDBURY,

for the purchase and sale of **2 Franklin Street, Falconbridge ON** being PIN 73490-0048(LT), Block A, Plan M-1039 and the parking lot, being PIN 73490-0263(LT) and PIN 73490-0264(LT), Lots 193 and 194, Plan M-1038, Township of Falconbridge, City of Greater Sudbury.

This offer is conditional upon the Purchaser, complying with or delivering to the Vendor, a written waiver of each the following conditions, as the case may be, on or before 11:59 p.m. on the ____ day of _____, 2020, or such other date as may be agreed to by the parties from time to time, failing which this Agreement shall be null and void. Provided the Purchaser has acted in good faith and in a timely manner to secure compliance with or satisfy itself with respect to each of the conditions, the deposit shall be returned to the Purchaser without interest or deduction.

(IF APPLICABLE, Purchaser insert conditions)

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

Purchaser(s)' initials

Vendor(s)' initials

