

**- 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 as to the condition of the buildings or any improvements on the property, or recourse for defects.

Municipal Address: **61 Main Street, Dowling (former Public Works Depot, commonly referred to as "Dowling Public Works Garage")**

Legal Description: Part of PIN 73353-0112 (LT), being Part 2 on Plan 53R-20693 and Part of PIN 73353-0123 (LT), being Part 3 on Plan 53R-20693, all in Part 3, Concession 3, Township of Dowling, City of Greater Sudbury TOGETHER WITH AN EASEMENT in the nature of a right-of-way over Part 1 on Plan 53R-20693 and Part 3 on Plan 53R-15556 for ingress and egress.

Approximate Size of Site: 4,874 square metres (52,465 square feet)

Official Plan & Zoning: The property is designated "Town Centre" in the Official Plan and zoned "I" – Institutional in Zoning By-law 2010-180Z.

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 be imposed.

Interested Purchasers should satisfy themselves on all Environmental matters.

Access: Access to the property is obtained from Highway 144, Dowling TOGETHER WITH AN EASEMENT in the nature of a right-of-way over Part 1 on Plan 53R-20693 and Part 3 on Plan 53R-15556 for ingress and egress, which easement will be registered on closing.

The Purchaser is advised that a driveway permit is required from the Ministry of Transportation for access to the property.

Property Improvements: The property is improved with three buildings.

Building Details:

Building Type	Gross Building Area (approx.)	Year constructed	Heating	Electrical Service
3 Bay garage	246.8 sq. m. (2,657 sq. ft.)	circa 1960	Gas-fired suspended heaters and electric convector cabinet heaters	Fed by a Federal Pioneer 200-A, 120/240-V, 1-phase, 3 wire main switch
2 Bay garage warehouse	223 sq. m. (2,400 sq. ft)	circa 1995	Gas-fired heaters	Provided below grade (from the storage building) by a Cutler Hammer, 125-AA, 120/240-V, 1-phase, 3-wire, 20 circuit panel.
Storage building	51.3 sq. m. (552 sq. ft.)	circa 1995	Electric	200-A Provides power to the 2 Bay garage warehouse.

- Roof: The Purchaser is advised to satisfy themselves as to all areas of concern related to the roof of each building.
- Services: Municipal water and sewer services are available. The purchaser is advised to satisfy themselves regarding all issues of interest.
- Taxes: 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.
- Development Charges: Development/redevelopment on the Property may trigger development charges in accordance with the City's Development Charges By-law. The Purchaser is advised to satisfy themselves.
- Minor Variance: The Purchaser may be required to apply for a Minor Variance of relief from the City of Greater Sudbury's Zoning By-law 2010-100Z to permit zero frontage and insufficient setback requirements. The City will reimburse the purchaser the application fee as an adjustment on closing.
- NOTE:** The City is unable to provide the variance prior to listing the property for sale as the potential use of the property by a prospective purchaser is unknown and the minor variance relief depends on zoning of the property.
- Property Reports: In February 2014, the City of Greater Sudbury commissioned a Building Condition Report for the subject property for the City's purposes. The report can be viewed by the Purchaser and his or her advisors by attending at the Real Estate Section located in Tom Davies' Square.
- In July 2016 the City of Greater Sudbury commissioned the removal of an underground storage tank located on the property. A copy of the Underground Storage Tank Excavation and Verification Soil Sampling Program report can be viewed by the Purchaser by attending at the Real Estate Section located in Tom Davies' Square.
- Copies of reports will not be available. Interested purchasers are reminded to satisfy themselves on all matters, through their own advisors.
- Survey: Building Location Survey completed April, 2016 and available upon request.
- Asking Price: \$ 209,900.00 (plus HST)**

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](mailto: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.***

61 Main Street, Dowling



3 Bay Garage



2 Bay Garage Warehouse



Storage Building

PLAN 53R-20693

RECEIVED AND DEPOSITED  
DATE July 25, 2016  
TERRY DEL BOSCO, O.L.S.  
TERRY DEL BOSCO, O.L.S.

SCHEDULE	PART	LOT	CONCESSION	PIN	AREA
TOWNSHIP OF DOWLING	1	PART OF LOT 3	3	73353-0112	614850.0L
	2	PART OF LOT 3	3	73353-0112	426255.0L
	3	PART OF LOT 3	3	73353-0112	614850.0L

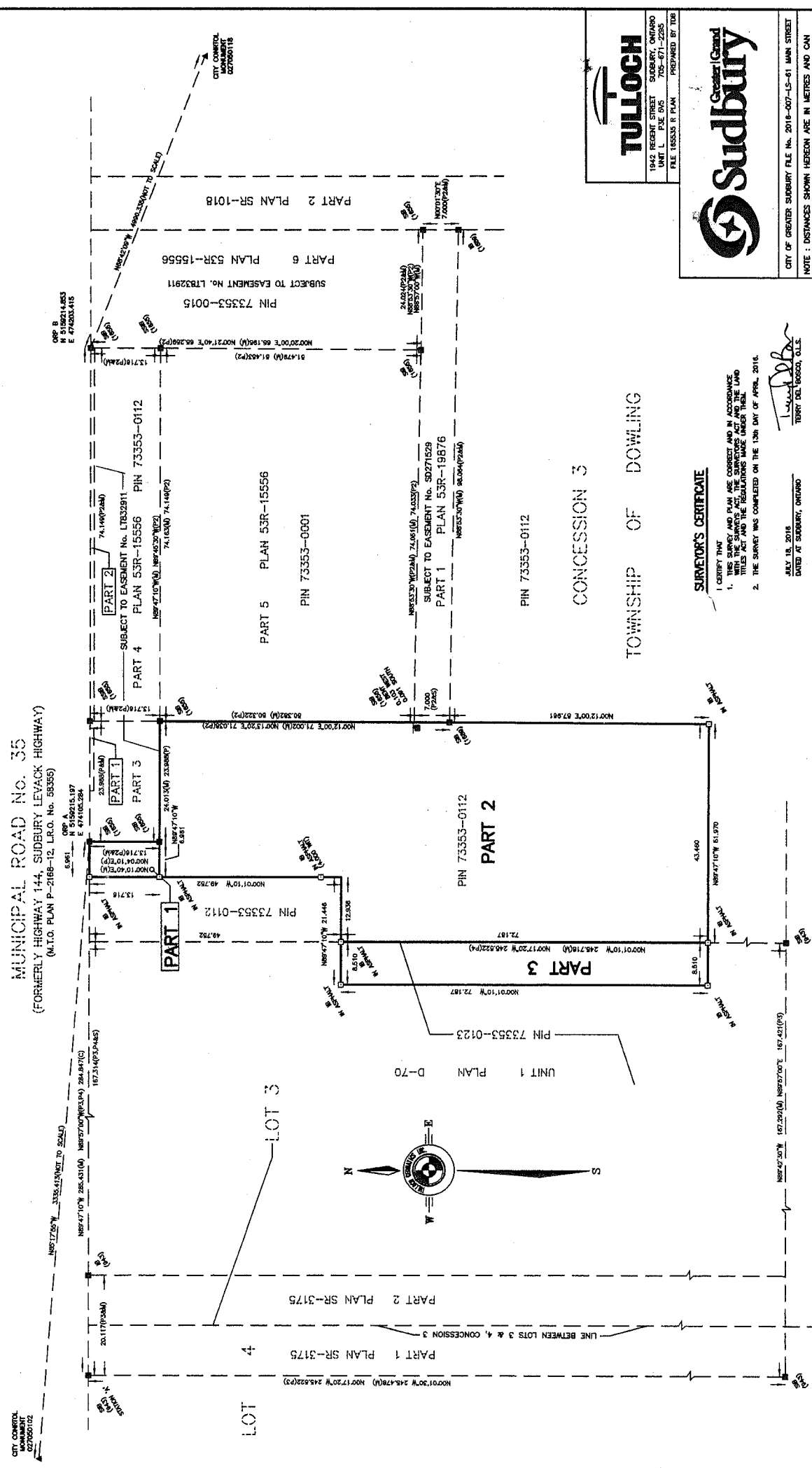
**LEGEND**

DENOTES SURVEY MONUMENT FOUND  
 DENOTES SURVEY MONUMENT SET  
 DENOTES SHORT STANDARD IRON BAR  
 DENOTES IRON BAR  
 DENOTES ROCK BULL  
 DENOTES SET  
 DENOTES SET IRON MONUMENT  
 DENOTES PROPORTIONED  
 DENOTES TERRY DEL BOSCO, O.L.S.  
 DENOTES A. BARTOLELLI, O.L.S.  
 DENOTES D.W. ENDREJAN, O.L.S.  
 DENOTES PLAN 53R-15556  
 DENOTES PLAN 53R-19876  
 DENOTES PLAN D-70  
 DENOTES CALCULATED FROM P1 & P3  
 DENOTES NOT TO SCALE

COORDINATE REFERENCE POINT (CRP)	UTM ZONE	NAD83 (CRS)	(NEM/2002.0)
027050102	N 5134686.456	E 470782.517	EXISTING
027050118	N 5157403.081	E 478650.962	
CRP A	N 5150215.197	E 474105.294	
CRP B	N 5150214.583	E 474203.415	

COORDINATES CANNOT BE USED TO RE-ESTABLISH CORNERS OR BOUNDARIES SHOWN ON THIS PLAN.  
 BEARINGS ARE UTM GRID, DERIVED FROM STEREO CONTROL POINTS 027050102 & 027050118, UTM 17, NAD83 (CRS) (NEM/2002.0).  
 ALL UNDERLYING PLAN BEARINGS ARE AZIMUTHAL.  
 DISTANCES ARE GROUND AND CAN BE CONVERTED TO GRID BY MULTIPLYING BY THE CORNER SCALE FACTOR OF 0.9995667.

PLAN OF SURVEY OF  
**PART OF LOT 3**  
**CONCESSION 3**  
GEOGRAPHIC TOWNSHIP OF DOWLING  
CITY OF GREATER SUDBURY  
DISTRICT OF SUDBURY  
TERRY DEL BOSCO, ONTARIO LAND SURVEYOR  
2016



**TULLOCH**  
1942 REGENT STREET SUDBURY, ONTARIO  
UNIT L. P.O. BOX 705-671-2295  
FILE 185533 R PLAN PREPARED BY TDB

**Greater Sudbury**

CITY OF GREATER SUDBURY FILE No. 2016-007-15-61 MAIN STREET  
NOTE : DISTANCES SHOWN HEREON ARE IN METRES AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048.

**SURVEYOR'S CERTIFICATE**

I CERTIFY THAT  
1. THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE SURVEY ACT AND THE REGULATIONS MADE UNDER THEREIN.  
2. THE SURVEY WAS COMPLETED ON THE 13th DAY OF APRIL, 2016.

JULY 18, 2016  
DATED AT SUDBURY, ONTARIO

TERRY DEL BOSCO, O.L.S.

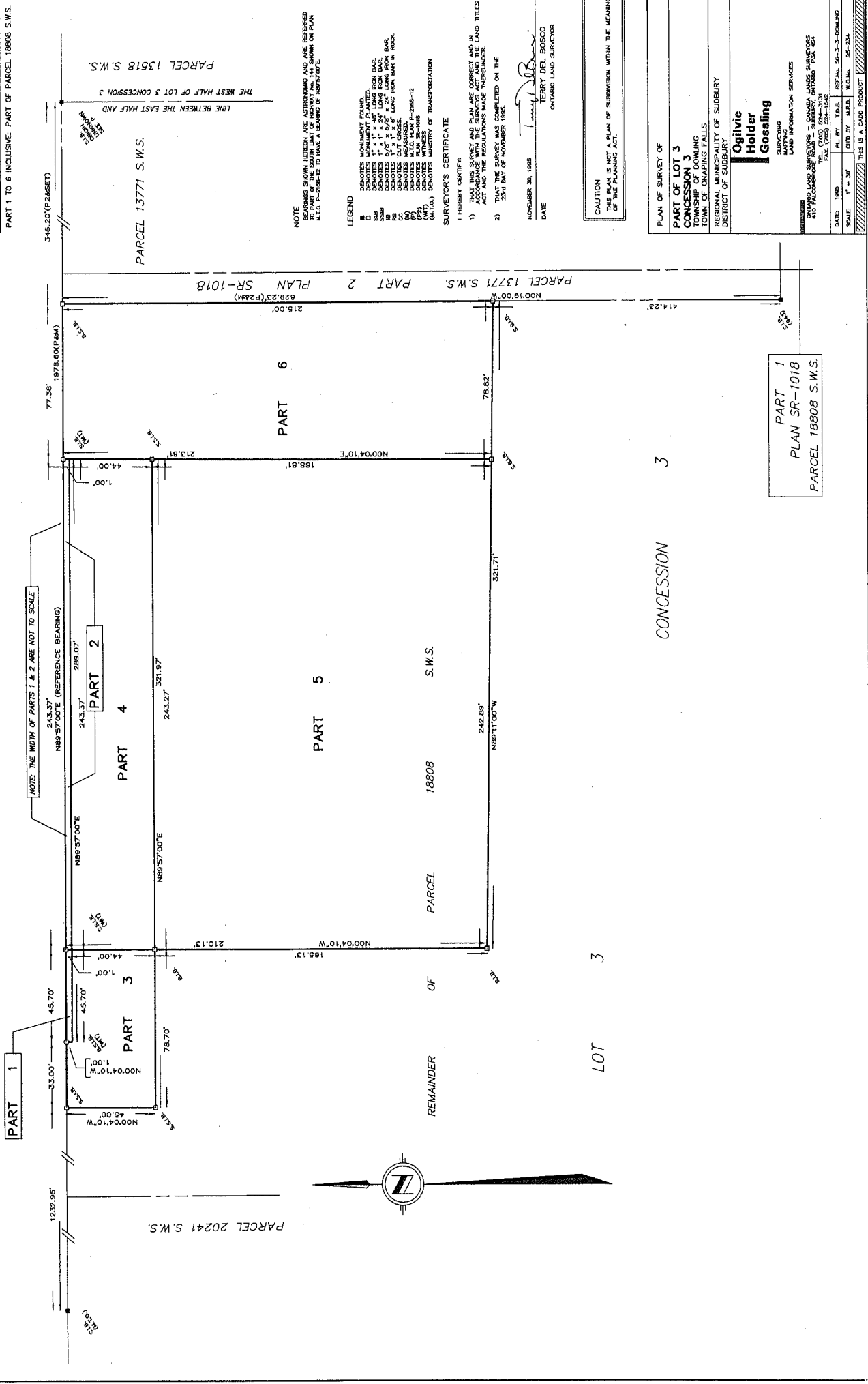
(107-22)

65-157

# PLAN 53R-15556

RECEIVED AND DEPOSITED  
 1995 Dec 19 *Walter Zarech*  
 LAND REGISTRAR FOR THE LAND TITLES DIVISION OF SUDBURY  
 I REQUIRE THIS PLAN TO BE DEPOSITED UNDER THE LAND TITLES ACT.  
 DECEMBER 15, 1995  
 DATE

HIGHWAY NO. 144  
 (SUDBURY LEVACK HIGHWAY)  
 (M.T.O. PLAN P-2168-12 L.R.O. No.58355)



NOTE  
 BEARINGS SHOWN HEREON ARE ASTROGNOMIC AND ARE REFERRED TO PART OF THE SOUTH LIMIT OF HIGHWAY NO. 144 SHOWN ON PLAN M.T.O. P-2168-12 TO HAVE A BEARING OF N89°57'00"E

### LEGEND

- DENOTES MONUMENT FOUND
- DENOTES MONUMENT PLANTED
- SM DENOTES 1" x 1" x 24" LONG IRON BAR
- SB DENOTES 1 1/2" x 1 1/2" x 24" LONG IRON BAR
- AB DENOTES 1 1/2" x 1 1/2" x 24" LONG IRON BAR
- CB DENOTES 1 1/2" x 1 1/2" x 24" LONG IRON BAR
- DB DENOTES 1 1/2" x 1 1/2" x 24" LONG IRON BAR
- EB DENOTES 1 1/2" x 1 1/2" x 24" LONG IRON BAR
- FB DENOTES 1 1/2" x 1 1/2" x 24" LONG IRON BAR
- GB DENOTES 1 1/2" x 1 1/2" x 24" LONG IRON BAR
- HB DENOTES 1 1/2" x 1 1/2" x 24" LONG IRON BAR
- IB DENOTES 1 1/2" x 1 1/2" x 24" LONG IRON BAR
- JB DENOTES 1 1/2" x 1 1/2" x 24" LONG IRON BAR
- KB DENOTES 1 1/2" x 1 1/2" x 24" LONG IRON BAR
- LB DENOTES 1 1/2" x 1 1/2" x 24" LONG IRON BAR
- MB DENOTES 1 1/2" x 1 1/2" x 24" LONG IRON BAR
- NB DENOTES 1 1/2" x 1 1/2" x 24" LONG IRON BAR
- OB DENOTES 1 1/2" x 1 1/2" x 24" LONG IRON BAR
- PB DENOTES 1 1/2" x 1 1/2" x 24" LONG IRON BAR
- QB DENOTES 1 1/2" x 1 1/2" x 24" LONG IRON BAR
- RB DENOTES 1 1/2" x 1 1/2" x 24" LONG IRON BAR
- SB DENOTES 1 1/2" x 1 1/2" x 24" LONG IRON BAR
- T.B. DENOTES TYPICAL BENCH MARK
- W. DENOTES WITNESS
- (M.T.O.) DENOTES MINISTRY OF TRANSPORTATION

### SURVEYOR'S CERTIFICATE

I, HEREBY CERTIFY:  
 1) THAT THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE SURVEY ACT AND THE LAND TITLES ACT AND THE REGULATIONS MADE THEREUNDER.  
 2) THAT THE SURVEY WAS COMPLETED ON THE 23rd DAY OF NOVEMBER 1995.

NOVEMBER 30, 1995  
 TERRY DEL BOSCO  
 ONTARIO LAND SURVEYOR

CAUTION  
 THIS PLAN IS NOT A PLAN OF SUBDIVISION WITHIN THE MEANING OF THE PLANNING ACT.

PLAN OF SURVEY OF  
 PART OF LOT 3  
 CONCESSION 3  
 TOWNSHIP OF DOWLING  
 TOWN OF ONAPING FALLS  
 REGIONAL MUNICIPALITY OF SUDBURY  
 DISTRICT OF SUDBURY

Ogilvie  
 Holder  
 Gossling

DATE: 1995  
 SCALE: 1" = 30'  
 P.L. BY: T.E.A.  
 C.D. BY: M.E.A.  
 M.O.M.A. 95-234  
 THIS IS A CAD PRODUCT

**AGREEMENT OF PURCHASE AND SALE**

**PURCHASER(s):** \_\_\_\_\_

Agrees to purchase from

**VENDOR:** CITY OF GREATER SUDBURY

the following

**REAL PROPERTY:**

municipally known as 61 Main Street, Dowling ON

being described as: Part of PIN 73375-0112(LT), being Part 2, Plan 53R-20693;and  
Part of PIN 73375-0123(LT), being Part 3, Plan 53R-20693;

**TOGETHER WITH AN EASEMENT** in the nature of a right-of-way in the form attached as Schedule 'A' over part of PIN 73353-0112(LT), being Part 1 on Plan 53R-20693 and Part 3 on Plan 53R-15556 (the "Property")

in an "as is/where is" condition  
for a

**PURCHASE PRICE** of --- \_\_\_\_\_ --- 00/100 DOLLARS (CDN \$ \_\_\_\_\_ )

together with Harmonized Sales Tax (HST).

**DEPOSIT:**

The Purchaser submits with this offer ----- FIVE THOUSAND ----- 00/100 Dollars (CDN \$5,000.00) by cash or 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 will be on Closing, 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. **COUNCIL APPROVAL - CONDITION:** The Purchaser acknowledges and understands that any execution of this Agreement by the Director of Asset Services for the City of Greater Sudbury on behalf of the Vendor is expressly conditional upon the Council for the City of Greater Sudbury approving the Offer and does not bind the Vendor unless the necessary approvals are granted by way of recommendation/resolution or By-law on or before 11:59 p.m. on the day of \_\_\_\_\_, 2017. 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.

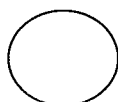
3. **PURCHASER'S CONDITIONS:** This Agreement is conditional upon compliance with or waiver of each of the conditions set out in Schedule 'B' for the benefit of the Purchaser, on or before the date specified in Schedule 'B' or such other date as may be agreed to by the parties failing which and provided 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.

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

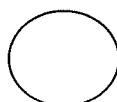
- a) this Property is being sold by the Vendor in an 'as is / where is' condition, without representations or warranties of any kind, either expressed or implied as to the condition or functionality of any aspect of the property (including the soil, the subsoil, the ground and surface water or any other 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. The Purchaser acknowledges having been advised that the City's prior use of the Property was a public works depot, commonly referred to as "Dowling Public Works Garage". In July 2016, the City commissioned the removal of an underground fuel storage tank located on the Property. While the Underground Storage Tank Excavation and Verification Sampling Report may be reviewed by the Purchaser and its advisors prior to submitting an offer to purchase the Property, the Purchaser understands that the said report is prepared for the City's use, and the City is not representing or warranting the accuracy of the report and the Purchaser is not entitled to rely on the contents of the report as against the City or the author.
- 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.

Purchaser(s)' initials



Vendor(s)' initials



(3) Each of clause 4(1) and 4(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

5. **ACKNOWLEDGEMENTS:** (1) The Purchaser further acknowledges that prior to signing this Agreement it has had an opportunity to, and been advised:

- a) to inspect the Property;
- b) to make all appropriate enquiries, including enquiries of the City, Ministries, other agencies or persons;
- c) to review and consider information about the Property made available by the City, including without limitation, the information disclosed in the Sellers Information Sheet, and in the 2014 Building Condition Report prepared for the City;
- d) to conduct searches; and
- e) to consult with and take advice from its advisors on all matters pertaining to the proposed purchase of the Property, information disclosed by the City or otherwise available in public records pertaining to the Property and as to appropriate conditions to include in this Agreement.

(2) The Purchaser acknowledges and agrees that:

- a) any information provided by the Vendor, any comments made by the Vendor's staff and any plans or drawings or other information that may have been provided by the Vendor or the Vendor's staff including without limitation the Selling Information Sheet, is for the purpose of assisting the Purchaser to make its own enquiries and the Purchaser relies on such information at its own risk. The Vendor 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.
- b) that the 2014 Building Condition report made available to the Purchaser for review was prepared for the City and if the Purchaser wishes to rely on same it will be responsible to approach the author to determine if it can secure a reliance letter. The City makes no representation in this regard.

(3) The Purchaser is advised to make its own independent investigations and enquiries to determine if the Property is suitable for its needs.

(4) The Purchaser understands that upon acceptance of this Offer there shall be a binding agreement of purchase and sale between Purchaser and Vendor, subject to compliance with any conditions herein.

6. **EASEMENT TO BE GRANTED ON CLOSING – CONDITION:** The Purchaser acknowledges that the right-of-way being conveyed to the Purchaser on closing will be conveyed separately from the transfer of the Property and will substantially be in the form attached as Schedule 'A'.

7. **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. The Purchaser acknowledges being advised that the Property as of the date of this agreement, forms part of the assessment roll assigned to the Property municipally known as 79 Main Street.

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

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

10. **RENTAL EQUIPMENT:** The following equipment is rented and NOT included in the Purchase Price. The Purchaser agrees to assume the rental contract(s) if assumable and otherwise to make his own arrangements: NONE

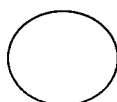
11. **IRREVOCABILITY:** This Offer shall be irrevocable by the Purchaser until 4:30 p.m. on the day following the granting of any necessary approvals as identified in Clause #2 of this agreement, after which time, if not accepted, this Offer shall be null and void and the deposit shall be returned to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

12. **COMPLETION DATE:** This Agreement shall be completed by no later than 4:30 p.m. on the \_\_\_\_\_ day of \_\_\_\_\_, 2017, 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.

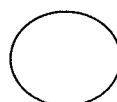
13. **TITLE SEARCH:** Purchaser shall be allowed until 6:00 p.m. on the 5<sup>th</sup> day before closing (Requisition Date) to examine the title to the property at his own expense and to satisfy himself there are no outstanding work orders or deficiency notices affecting the property.

14. **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.

Purchaser(s)' initials



Vendor(s)' initials



15. **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.

16. **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.

17. **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. The Vendor will not and will not be required to deliver any declarations as to any matter pertaining to the Property.

18. **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.

19. **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.

20. **CLOSING DELIVERABLES BY 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 to re-adjust the statement of adjustments, if necessary, upon written demand; and
- e) a direction regarding payment of funds;

(2) The Transfer / Deed and Easement 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 and easement pursuant to this agreement shall be borne by the Purchaser.

21. **TIME LIMITS:** Time shall in all respects be on the essence hereof 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.

22. **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. The parties shall make a person available for tender in the City of Greater Sudbury 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.

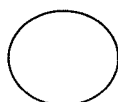
23. **AGREEMENT IN WRITING:** If there is conflict or discrepancy between any provisions added to this Agreement (including any Schedule attached hereto) and any provision in the standard pre-set portion hereof, the added provision shall supersede the standard pre-set provision to the extent of such 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.

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

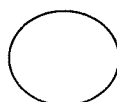
25. **ASSIGNMENT:** This agreement shall not be assigned by the Purchaser without prior written consent of the Vendor, which consent may be refused, or given subject to conditions.

26. **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.

Purchaser(s)' initials



Vendor(s)' initials



27. **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.

28. **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 \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
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 \_\_\_\_\_, 20\_\_\_\_, in the presence of

Witness:

\_\_\_\_\_  
Name: \_\_\_\_\_ (LS) Date: \_\_\_\_\_

\_\_\_\_\_  
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 \_\_\_\_\_, 20\_\_\_\_.

**CITY OF GREATER SUDBURY**

Per: \_\_\_\_\_  
Acting Director of Asset 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: \_\_\_\_\_

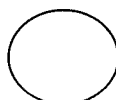
Tel. No.: (705) \_\_\_\_\_ Fax: \_\_\_\_\_

Purchaser's Lawyer: \_\_\_\_\_

Address: \_\_\_\_\_

Tel. No.: (705) \_\_\_\_\_ Fax: (705) \_\_\_\_\_

Purchaser(s)' initials



Vendor(s)' initials



**SCHEDULE 'A'**

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

**WHEREAS** the Transferee is the owner in fee simple of those lands and premises being composed of Parts 2 and 3 on Plan 53R-20693, Lot 3, Concession 3, Township of Dowling, City of Greater Sudbury, District of Sudbury (the "Transferee's Lands").

**AND WHEREAS** the Transferor is the owner in fee simple of lands described as: PIN 73353-0112(LT), part of Lot 3, Concession 3, Township of Dowling, City of Greater Sudbury, District of Sudbury (the "Transferor's Lands").

1. The Transferor grants and transfers in perpetuity to the Transferee, the Transferee's successors and assigns, to be used and enjoyed as appurtenances to the Transferee's Lands, a non-exclusive easement in the nature of a right-of-way (the "Easement"), for the Transferee, the Transferee's contractors, agents, employees, tenants and invitees and their respective vehicles and equipment, to travel upon, over and across part of the Transferor's Lands more particularly described as Part 1 on Plan 53R-20693 and Part 3 on Plan 53R-15556, Lot 3, Concession 3, Township of Dowling, City of Greater Sudbury, District of Sudbury ("the Easement Lands").
2. The Transferor reserves to itself, the right to fully use and enjoy the Easement Lands.
3. The Transferee shall:
  - (a) be responsible for any damage caused at any time by its agents or employees to the Transferor's Land arising out of or resulting from the exercise of the rights granted hereunder; and
  - (b) indemnify and save the Transferor harmless from all actions, causes of actions, suits, claims and demands of every nature and kind which may be made against the Transferor relating to or arising out of the use or occupation of the Easement Lands and for which the Transferee, in law, is responsible, except to the extent same arise or result from the negligence or willful misconduct of the Transferor or its officers, directors, employees, contractors or agents.

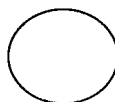
The servient tenement lands affected by the Easement are more particularly described as follows:

\* \*

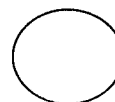
The dominant tenement lands affected by this Easement are more particularly described as follows:

\* \*

Purchaser(s)' initials



Vendor(s)' initials



SCHEDULE 'B'

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 **61 Main Street, Dowling**, being described as:

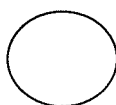
All part of Lot 3, Concession 3, Township of Dowling, City of Greater Sudbury, as identified on the sketch attached hereto as Schedule 'B'

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 \_\_\_\_\_, 20\_\_\_\_, 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 inserts conditions)*

Multiple horizontal lines for inserting conditions.

Purchaser(s)' initials



Vendor(s)' initials

