

**- SELLING INFORMATION -
(This Is Not A Tender)**

Please Note: The land is being sold “as is/where is”. The vendor makes no representation or warranties to the condition of the property.

| | |
|-------------------------|---|
| Municipal Address: | Not assigned - part of unopened Fergus Avenue and unopened Talon Street, Val Therese |
| Legal Description: | Part of PIN 73504-2389(LT), SRO Fergus Avenue, Plan M-360; part of PIN 73504-2385(LT), SRO, and part of PIN 73504-2386(LT), SRO Talon Street, Plan M-360, part of Lot 6, Concession 3, Township of Hanmer, City of Greater Sudbury |
| Reference Plan: | Required at the expense of the purchaser as outlined in the Agreement of Purchase and Sale. |
| Type of Property: | Unserviced vacant land – prospective purchaser(s) must satisfy themselves that a building permit will be available for their intended use. |
| Size of Site: | Approximately 900 sq. m. (20 metres x 45 metres) |
| Official Plan & Zoning: | <p>The lands are zoned “R1-5”; Low Density Residential One, in Zoning By-law 2010-100Z.</p> <p>An Official Plan amendment and/or rezoning of the Property may be required to accommodate a purchaser’s intended use. Interested prospective purchaser(s) 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.</p> |
| Conservation Sudbury: | <p>The lands are located in a wetland, regulated by the Conservation Authority under Ontario Regulation 156/06. Development within wetlands is guided by Conservation Sudbury’s wetland guidelines. Conservation Sudbury cannot allow the creation of a new lot without demonstration that the building envelope could occur outside of the wetland. To proceed with any development on the parcel, wetland mapping by a qualified professional will be required demonstrating a sufficient development envelope exists outside of the wetland, and the cumulative impact to interference on hydrologic functions of the wetland has been deemed acceptable by the Conservation Authority. A hydrologic study may be required to describe cumulative impacts on the wetland. All at the expense of the purchaser as outlined in the Agreement of Purchase and Sale.</p> |
| Environmental: | <p>Any prospective purchaser(s) are advised to consult the <i>Environmental Protection Act</i> and their 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.</p> |
| Services: | <p>Municipal water and sewer services are available in Talon Street. Any prospective purchaser(s) are advised to satisfy themselves regarding all issues of interest including the requirements and costs to service the lot.</p> <p>Hydro service is located along Talon Street. It is recommended that prospective purchaser(s) contact Ontario Hydro Networks Inc. to satisfy themselves as to the availability of services, any conditions, or requirements, matters of interest to the prospective purchaser(s) and associated costs, for their intended use.</p> <p>Gas service is located along Talon Street. It is recommended that prospective purchaser(s) contact Enbridge Gas Inc. to satisfy themselves as to the availability of services, any conditions, or requirements, matters of interest to the prospective purchaser(s) and associated costs, for their intended use.</p> |
| Access: | Access to the property is obtained from Talon Street. |

- Easement: The surrounding streets in the area were designed to direct seasonal or peak event wet weather flows to the subject land and convey them to the north of the subject land where there is a natural low area and creek system which conveys water to the west. This is not defined to a certain area of the subject land; the whole property is lower than surrounding properties. The three-metre-wide easement along the east side of the property is required to protect the existing drainage and maintain the existing functions.
- Taxes: The Property is not currently subject to real property taxes. Real property taxes will be assessed by MPAC upon the acquisition by the purchaser.
- Lot Grading Plan: Lot Grading plan may be required as a condition of the building permit.
- Development Charges: Land in the City of Greater Sudbury is subject to a Development Charges By-law. It is recommended that the prospective purchaser(s) inform themselves as to how or if Development Charges apply to any proposed development on the land.
- Purchaser(s) Conditions: Any conditions or additional provisions may be added as a Schedule to the Agreement of Purchase and Sale.
- Asking Price: \$99,900.00 (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

If you wish to submit an offer to purchase the subject lot, kindly complete the attached Agreement of Purchase and Sale and submit it together with the required deposit in person to: Tom Davies Square – One Stop Services, 200 Brady Street, Sudbury, ON, Attn: Real Estate Section or by mail to: City of Greater Sudbury, Real Estate Section, Attn: Tanya Rossmann-Gibson, 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.

Agreement of Purchase and Sale

Purchaser(s):

Agrees to purchase from

Vendor:

the following

Real Property:

City of Greater Sudbury

Part of unopened Fergus Avenue and unopened Talon Street, Val Therese

being described as:

Part of PIN 73504-2389(LT), SRO Fergus Avenue, Plan M-360; and part of PINs 73504-2385(LT) and 73504-2386(LT), Talon Street Plan M-360, part of Lot 6, Concession 3, Township of Hanmer, City of Greater Sudbury; as generally shown on the sketch attached as Schedule 'B'. The Property will be more particularly described in a reference plan of survey prepared by the Purchaser, at their expense and deposited on title to the Property prior to closing.

(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 Dollars ----- 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 or bank draft, 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 Vendor's solicitor that the Purchaser are HST registrants, 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. **Purchaser's Conditions:** This Agreement is conditional upon compliance with or waiver of each of the conditions set out in Schedule 'A' for the benefit of the Purchaser, on or before the date specified in Schedule 'A' 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.

3. **Condition – Council Approval:** The Purchaser acknowledges and understands that any execution of this Agreement by the City Solicitor and Clerk on behalf of the City is expressly conditional upon the approval of the terms of the offer by Council for the City of Greater Sudbury and does not bind the City unless the within Agreement is approved by Council on or before 11:59 p.m. on the _____ day of _____, 2024. 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 them without interest or deduction and neither party shall have any further obligation to the other respecting this Agreement.

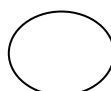
4. **Notice –Registrations Prior To Closing:** The Purchaser acknowledges being advised that the Vendor will be registering on title to the Property prior to closing a by-law closing the unopened road allowance.

5. **Condition – Reference Plan:** The Purchaser agrees to arrange, at its own expense, to have a reference plan laying out the Property, and the municipal easement required pursuant to section 6, prepared and registered at the Land Titles Office at Sudbury (No. 53), prior to Closing in order to establish a registerable description of the Property, and the municipal easement. The Vendor consents to the Purchaser's surveyor, together with any necessary staff, equipment and machinery entering onto the Property, prior to Closing for the purpose of conducting the survey and planting any necessary pegs, markers or the like. It shall be the responsibility of the Purchaser to both provide the reference plan in a timely manner to permit the review of the reference plan by the Vendor. The Purchaser shall not register such reference plan until it has been approved in writing by the Vendor. The Vendor will not withhold its consent, unreasonably.

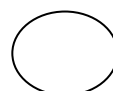
6. **Condition – Easement Back to the Vendor on Closing:** It is a condition of Closing that the Purchaser transfer to the Vendor, immediately after the transfer of the Property and in priority to any mortgage or other encumbrance, a 3-meter-wide municipal easement along the east side of the Property in favour of the Vendor. The easement will be in the Vendor's standard form. The Purchaser will bear all the costs of registration of the easement. Where such costs are incurred by the Vendor, the Vendor may adjust in favor of the Vendor for such costs on the Statement of Adjustment.

6.(1) **Acknowledgements:** The Purchaser acknowledges being advised that the surrounding streets in the area were designed to direct seasonal or peak event wet weather flows to the subject land and convey them to the north of the subject land where there is a natural low area and creek system which conveys water to the west. This is not defined to a certain area of the subject land; the whole property is lower than surrounding properties. The three-metre-wide easement along the east side of the property is required to protect the existing drainage and maintain the existing functions and other municipal requirements.

Purchaser(s)' initials



Vendor(s)' initials



7. **Acknowledgements:** The Purchaser acknowledges being advised that the subject land is located in a wetland, regulated by the Conservation Authority under Ontario Regulation 156/06. Development within wetlands is guided by Conservation Sudbury’s wetland guidelines. To proceed with any development on the parcel, wetland mapping by a qualified professional will be required at the Purchaser’s expenses. The Purchaser understands that development may only be permitted outside the wetland area.

8. **As Is/ Where Is:** It is a condition of the closing that the Purchaser accept the Property in an as is / where is condition. The Purchaser understands and agrees that any information package provided by the Vendor, any comments made by the Vendor’s staff and any plans or drawings that may have been provided by the Vendor or the Vendor’s staff are for the purpose of assisting the Purchaser to make its own enquiries. The Vendor makes no representations or warranties about and takes no responsibility for the accuracy or completeness of information provided for the assistance of the Purchaser except as expressly provided herein. Without limiting the generality of the forgoing, the Vendor makes no representation or warranty of any kind, either express or implied as to the condition of the soil, subsoil, ground and surface water or any other environmental matter.

9. **Accept Title – General:** The Purchaser agrees to: (a) accept title to the Property subject to such registered restrictions or covenants and easements that run with the Property; and (b) accept the Property in an as is / where is condition.

10. **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.

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 section 3 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 _____, 2025, 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:** The 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 its own expense and to satisfy itself 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.

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 Purchasers 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 Ontario. 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:** The 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.

18. **Inspection:** The 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. **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.

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. 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 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.

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.

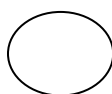
26. **Real Estate Commission:** The Purchaser shall be responsible for any commission to any real estate agent retained by them and payable as the result of this Agreement. The Vendor represents and warrants that it has not retained any real estate agent in regard to this Property.

27. **Gender and 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.

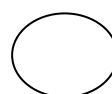
28. **Counterparts and Scanned Signatures:** This Agreement may be executed in counterparts, each of which shall be deemed to be an original and each of which taken together shall be deemed to constitute one and the same instrument. The Agreement and Counterparts may be executed either in original and 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 and signatures received by receiving telecopier machine or in PDF format, forwarded by e-mail scanned as original signatures of the forwarding party or parties.

[the next page is the signing page]

Purchaser(s)' initials



Vendor(s)' initials



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 _____, 202__.

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 _____, 202__, 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 _____, 202__.

City of Greater Sudbury

Per:

Eric Labelle
City Solicitor and Clerk

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:
Tel. No. (705) _____ Fax: _____

Purchaser's Lawyer: _____

Address: _____

Tel. No. _____ Fax: _____

Purchaser(s)' initials 

Vendor(s)' initials 