

- SELLING INFORMATION -
(THIS IS NOT A TENDER)

Municipal Address:	Not assigned – Vacant land on Highway 17 West, Whitefish (Corner of Fairbanks Lake Rd)
Legal Description:	SRO, PIN 73382-0149(LT), Lot 15, Plan M-425, except Part 1, Plan 53R-16392, Township of Denison, City of Greater Sudbury
Type of Property:	Unserviced vacant land - purchaser(s) must satisfy themselves that a building permit will be available for their intended use.
Zoning:	“R1-2”; Low Density Residential One and subject to all zoning provisions of a Legal Existing Lot under Table 6.2 of the Zoning By-law.
No Municipal Services:	Health Unit approval will be required for any development of the lands as there are no Municipal services available. It is recommended that prospective purchaser(s) satisfy themselves with respect to any conditions, setbacks, and costs imposed by Public Health Sudbury & Districts.
Size of Site:	Approximately 2,069 sq. m. (22,265 sq. ft.)
Services Available In the Road:	Hydro service is located along Fairbanks Lake Road. It is recommended that prospective purchaser(s) satisfy themselves that service will be available from Ontario Hydro Networks Inc. at the purchaser's expense for their intended use. Gas service is located along Fairbanks Lake Road. It is recommended that prospective purchaser(s) satisfy themselves that gas service will be available from Enbridge Gas, at the purchaser's expense for their intended use.
Access:	Given the existing turning lane, an entrance from the highway would not be permitted. It is recommended that prospective purchaser(s) satisfy themselves as to whether a driveway permit can be obtained. Intended use of the land will determine the location of the future driveway.
Taxes:	To be assessed.
Ministry of Transportation:	Additional setbacks may be required by the Ministry due to the proximity of the adjacent provincial highway. A Building and Land Use Permit will be required from the Ministry prior to any residential development of the land. It is recommended that prospective purchaser(s) satisfy themselves as to any conditions imposed by the Ministry of Transportation.
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.
Plans:	Plan M-425 and Registered Plan 53R-16392 are attached for reference.
Purchaser(s) Conditions:	Any conditions or additional provisions may be added as a Schedule to the Agreement of Purchase and Sale.
Asking Price:	\$55,900.00 (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(s) in making their own enquiries. The Vendor does not represent or warrant that matters referenced above are the only matters for investigation by Purchaser(s). 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(ies) satisfy themselves in all respects as to the condition of the property and the suitability of the property for their own purposes.

Agreement of Purchase and Sale

Purchaser(s): _____

Agrees to purchase from

Vendor:

the following

Real Property:

City of Greater Sudbury

Vacant land on Highway 17 West, Whitefish (corner of Fairbanks Lake Rd)

being described as:

SRO PIN 73382-0149(LT), Lot 15, Plan M-425, except Part 1, Plan 53R-16392,
Township of Denison, City of Greater Sudbury

(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 ----- Three Thousand Dollars ----- 00/100 Dollars (CDN \$3,000.00) 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 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 for the City of Greater Sudbury and does not bind the Vendor unless the within Offer is approved by Council for the City of Greater Sudbury by way of resolution or By-law on or before 11:59 p.m. on the 9th day of October, 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 it without interest or deduction and neither party shall have any further obligation to the other respecting this Agreement.

4.(1) **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 Vendors staff and any plans or drawings that may have been provided by the Vendor or the Vendors 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.

4.(2) **Acknowledgements:** The Purchaser acknowledges being advised:

(a) the Property is zoned as Low Density Residential One (R1-2) and is subject to all zoning provisions of a Legal Existing Lot under Table 6.2 of the City of Greater Sudbury Zoning By-law and that the Health Unit approval will be required for any development of the lands, as there are no municipal services available.

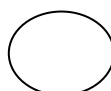
(b) the Ontario Ministry of Transportation (MTO) also has setback requirements given the proximity of the property to the adjacent provincial highway. A Building of Land Use Permit will be required from the Ministry prior to any residential development of the land. The entrance to the property would have to be located at the north westerly corner of the land fronting Fairbanks Lake Road.

(c) an entrance from Highway 17 West will not be permitted, the Purchaser should satisfy themselves that a driveway permit can be obtained from Fairbanks Lake Road. Trees and shrubbery must be removed for site lines.

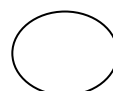
5. **Accept Title – General:** The Purchaser agrees to: (a) accept title to the Property subject to such registered restrictions or covenants and easements that run with the Property; and (b) accept the Property in an as is / where is condition.

6. **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.

Purchaser(s)' initials

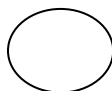


Vendor(s)' initials

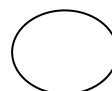


7. **Irrevocability:** This Offer shall be irrevocable by the Purchaser until 4:30 p.m. on the day following the granting of any necessary approvals as identified in section 3 of this Agreement, after which time, if not accepted, this Offer shall be null and void and the deposit shall be returned to the Purchaser in full without interest.
8. **Completion Date:** This Agreement shall be completed by no later than 4:30 p.m. on the 22nd day of October, 2024, 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.
9. **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.
10. **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.
11. **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.
12. **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.
13. **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.
14. **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.
15. **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.
16. **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.
17. **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.
18. **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.
19. **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.
20. **Successors and Assigns:** The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein.
21. **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.
22. **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.
23. **Gender and Number:** In this Agreement the use of the singular number includes the plural and vice versa and the

Purchaser(s)' initials



Vendor(s)' initials



use of any gender includes all genders.

24. **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.

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 _____, 2024.

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 _____, 2024, 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 _____, 2024.

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: _____

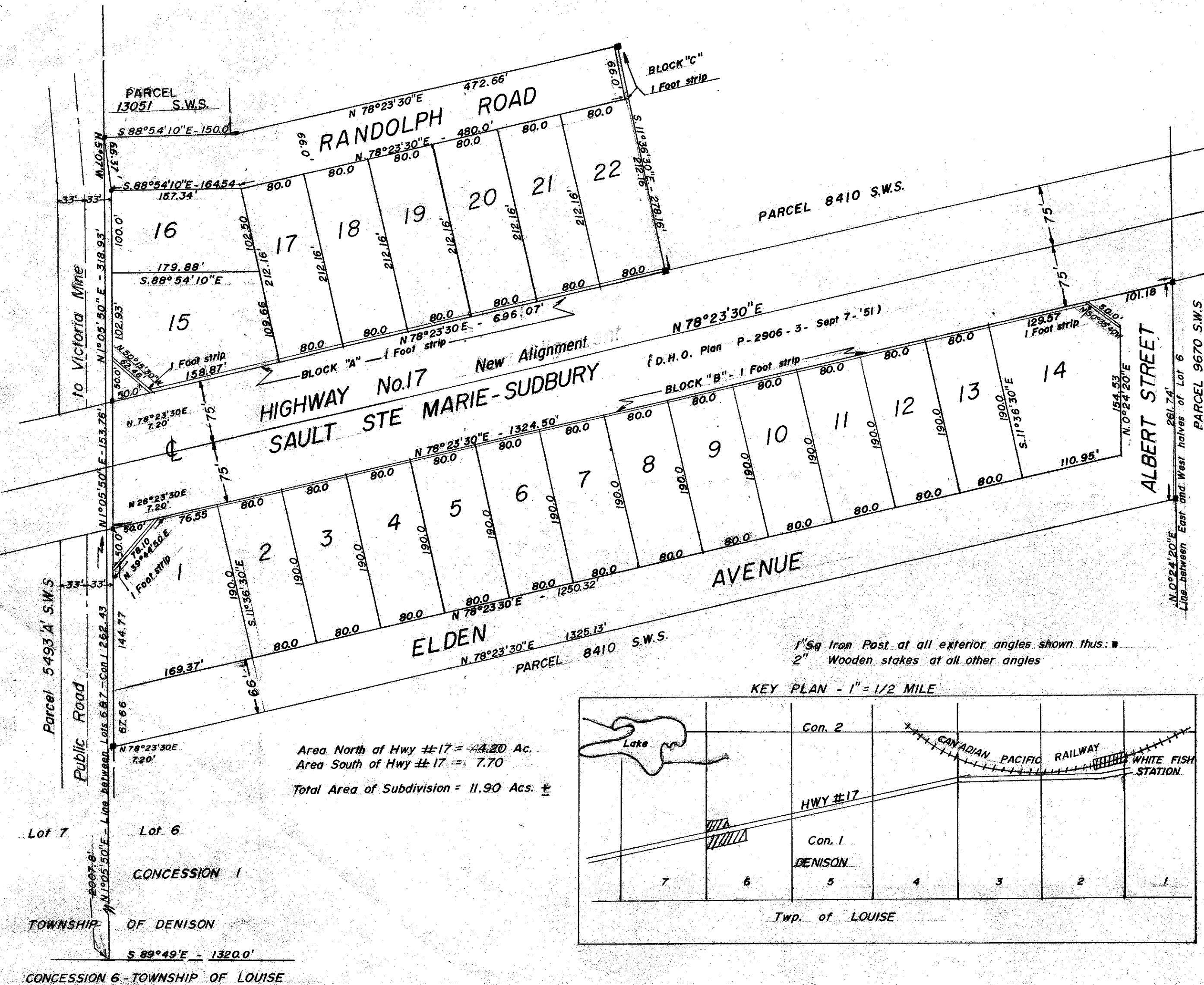
Tel. No. _____ Fax: _____

Purchaser(s)' initials 

Vendor(s)' initials 

**PLAN OF SUBDIVISION
OF PART OF W1/2 Lot 6 CONCESSION 1
TOWNSHIP OF DENISON-DISTRICT OF SUDBURY**
Scale: 1" = 100 Ft.

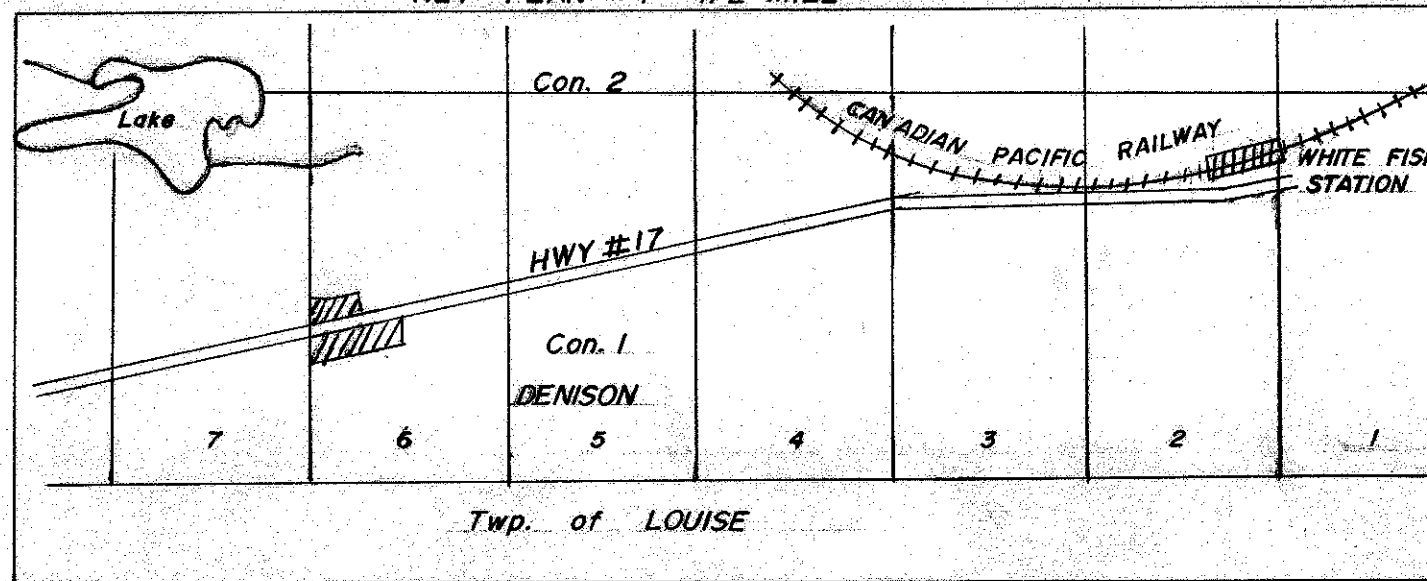
M-425



Area North of Hwy #17 = 4.20 Ac.
Area South of Hwy #17 = 7.70
Total Area of Subdivision = 11.90 Acs. ±

1" Sq Iron Post at all exterior angles shown thus: ■
2" Wooden stakes at all other angles

KEY PLAN - 1" = 1/2 MILE



Certificate

- I, Auvo Olavi Este, Ontario Land Surveyor certify that
- (a) I was present and did personally superintend the survey represented by this Plan
 - (b) This Plan accurately shows the manner in which the lands, edged in red, entered in the Office of Land Titles at Sudbury as Part of Parcel 8410 S.W.S. being part of Lot 6, Con. 1, Twp. of Denison, has been surveyed and subdivided by me, being the Surface Rights only
 - (c) Every angle of the exterior boundary of the Plan is defined in the survey thereof by a monument and a monument is placed at one angle of each street shown on the plan.
 - (d) I have indicated on the Plan the position and form of each monument.
 - (e) The monuments conform in all respects to the requirements of Sec. 13 of the Surveys Act.
 - (f) The survey was made by me, between the 15th day of August 1954, and the 15th day of September 1955.
 - (g) The survey has been accurately made in accordance with the provisions of the Surveys Act, The Planning Act and the Land Titles Act.

Dated at Sudbury, Ont, the 13th day of December 1955
A.O. Este (sig.)
Ontario Land Surveyor

Approved under Section 26 of THE PLANNING ACT, 1955,
This 13th day of March 1956
W.M. Nickle (sig)
MINISTER OF PLANNING DEVELOPMENT

I, Auvo Olavi Este of the City of Sudbury the Ontario Land Surveyor above named, make oath and say that the contents of this certificate are true. Sworn before me at Sudbury in the District of Sudbury, this 13th day of December 1955

J. O. Hinds (sig) A.O. Este (sig.)
A Commissioner, etc., Ontario Land Surveyor

I, Marlene Yakiwchuck of the City of Sudbury Stenographer in the District of Sudbury in the Province of Ontario, make oath and say

- (1) That I know the said Nels Ojanpera & Aura Ojanpera named on the within Plan and duplicate and the signatures purporting to be his (their) respective signatures is (are) in his (their) handwriting.
- (2) That the said Nels Ojanpera & Aura Ojanpera is (are) as I verify believe the Owners of the land shown on this plan.
- (3) That the said Nels Ojanpera & Aura Ojanpera is (are) of the age of 21 years or over and of sound mind and signed the said plan and duplicate in the City of Sudbury, in the District of Sudbury, in the Province of Ontario.
- (4) That I am a subscribing witness to the said Plan.

Sworn before me in the City of Sudbury in the District of Sudbury this 13th day of December 1955
Marlene Yakiwchuck (sig)

J.O. HINDS (sig)
A Commissioner, etc

Owner's Certificate

Lots 1 to 22 inclusive coloured red have been laid out in accordance with my instructions and streets coloured brown namely ELDEN AVENUE, ALBERT STREET, and RANDOLPH ROAD, and part of road to Victoria Mine, are hereby dedicated as Public Roads.

Witness Marlene Yakiwchuck (sig) Owners NELS OJANPERA (sig) AURA OJANPERA (sig)

I hereby certify that this Plan is duly filed in the office of Land Titles at Sudbury and entered as Parcel 14298 Sudbury West Section as Plan M-425 on this 25th day of June A.D. 1956

B. St Pierre, Local Master of Titles

I HEREBY CERTIFY THAT THIS PLAN PURPORTS TO REPRESENT A TRUE COPY OF REGISTERED PLAN M-425
[Signature]
ASSISTANT EXAMINER OF SURVEYS
DATED NOVEMBER 8, 1976

PLAN 53R-16382

RECEIVED AND DEPOSITED
1998-12-14
DATE
J. ANNE COLE, O.L.S.

REQUIRE THIS PLAN TO BE DEPOSITED UNDER THE LAND TITLES ACT.
DATE: 1998-12-14
J. ANNE COLE, O.L.S.

METRIC

DISTANCES SHOWN ON THIS PLAN ARE IN METRES AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048

LAND TITLES DIVISION OF SUBURRY

SCHEDULE			
PART	AREA	PART OF PARCEL	NAME
1	238.3 m ²	22188 S.W.S.	PHILIP J. GREEN MARLENE J. GREEN (SURFACE RIGHTS ONLY)
			M-425

LEGEND

- DENOTES MONUMENT PLANTED
- DENOTES MONUMENT FOUND
- SIB DENOTES STANDARD IRON BAR
- RP DENOTES ROCK POST
- RIB DENOTES ROUND IRON BAR
- CM DENOTES CONCRETE MONUMENT
- P DENOTES MTO PLAN P-2906-3 (LTO 86684)
- S DENOTES SET
- M DENOTES MEASURED
- MTO DENOTES MINISTRY OF TRANSPORTATION OF ONTARIO
- S.W.S. DENOTES SUBURRY WEST SECTION
- |— DENOTES NOT TO SCALE

588 DENOTES A. O. ESTE, O.L.S.
1400 DENOTES D. S. DORLAND, O.L.S.
△ DENOTES CONTROL MONUMENT

PLAN OF SURVEY
IN THE GEOGRAPHIC TOWNSHIP OF DENISON
NOW IN THE
TOWN OF WALDEN
REGIONAL MUNICIPALITY OF SUBURRY

SCALE 1 : 750
0 10 20 30m

SURVEYOR'S CERTIFICATE

I CERTIFY THAT THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE SURVEYS ACT.
1. THE SURVEYS ACT, THE LAND TITLES ACT AND THE REGULATIONS MADE UNDER THEM.
2. THE SURVEY WAS COMPLETED ON NOVEMBER 30, 1998.

DECEMBER 3, 1998
DATE

J. ANNE COLE
ONTARIO LAND SURVEYOR

BEARINGS HEREON ARE GRID BEARINGS AND ARE DERIVED FROM CONTROL SURVEY MONUMENTS SHOWN ON THIS PLAN AND BASED ON THE ONTARIO COORDINATE SYSTEM, ZONE 12, CENTRAL MERIDIAN 81°00' WEST LONGITUDE (NAD83 ADJUSTMENT).
NOTE: BEARINGS FROM MTO PLAN P-2906-3 (LTO 86684) AND REGISTERED PLAN M-425 HAVE BEEN ROTATED 0.1540° CLOCKWISE TO ACCORD WITH REFERENCE MERIDIANS.
NOTE: DISTANCES SHOWN HEREON ARE GROUND DISTANCES AND CAN BE CONVERTED TO GRID BY MULTIPLYING BY A COMBINED SCALE FACTOR OF 0.99990.

HTW	17	PLAN AGREES WITH INSTRUCTIONS AND APPROVALS	PLAN TYPE (U)
INDEXED UNDER	TOWNSHIP OF DENISON	FERRY MOLLOY, SUPERVISOR SURVEYS	(REFERENCE PLAN)
			P-2906-60

