



PROPERTY SALE INFORMATION

(Please Note: This is Not a Tender)

Disclaimer: The information provided below is intended solely to assist prospective purchasers in conducting their own due diligence prior to submitting an offer. The Vendor makes no representations or warranties of any kind, express or implied, with respect to the property and assumes no liability for the accuracy or completeness of the information provided. Any reliance placed on this information is at the purchaser's sole risk. Prospective purchasers are strongly encouraged to conduct their own independent investigations to determine the suitability of the property for their intended use prior to submitting an offer. All applicable utility providers should be contacted directly to confirm the availability of services, requirements for connection or extension of services, necessary approvals, associated costs, and all other relevant matters.

General Information

- **Municipal Address:** 410 Panache Lake Road, (MR 10), Whitefish ON (Vacant Land)
 - **Legal Description:** PIN 73396-0186(LT), part of Lot 2, Concession 6, Part 1, Plan SR3017, Township of Louise, City of Greater Sudbury
 - **Site Area:** Approximately 2,832 square metres (*0.2832 hectares*) or 30,492 square feet (*0.699 acres*)
 - **Property Type:** Unserviced vacant land
 - **Zoning:** 'RU' – Rural
 - **Asking Price:** \$47,500 (plus HST)
-

Important Notes

- The property is being sold '**as is, where is**'. The Vendor makes no representations or warranties regarding the condition of the land.
 - Purchasers are responsible for confirming the availability of a building permit for their intended use.
 - The property is a legally undersized lot with non-complying lot frontage. New construction is allowed but must conform with current Zoning By-law provisions for RU (Rural) zones.
-

Environmental Considerations

- There may be some wetland features along the southwestern property boundaries. Purchasers should consult with Conservation Sudbury.
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Servicing

- **Water & Sewer:** Municipal water and sewer services are not available in the area. Installation of a private well and septic system is required to service the property. Purchasers must satisfy themselves with respect to all matters of interest, including the

availability of services, connection requirements, and any associated costs to service the lot.

- **Hydro:** Hydro service appears to be available nearby. Purchasers should contact Hydro One Networks to confirm availability, connection requirements, and related costs.
- **Gas:** Natural gas service availability is unknown. Purchasers should contact Enbridge Gas Inc. to confirm availability, and connection requirements.

Additional Information

- **Access:** Via Panache Lake Road (MR 10), Whitefish
- **Taxes:** Not currently subject to real property taxes. MPAC will assess upon transfer of ownership.
- **Lot Grading Plan:** May be required as a condition of building permit issuance.
- **Development Charges:** May apply under the City's Development Charges By-law. Purchasers should confirm applicability.

Offer Submission

To submit an offer, the purchaser must complete and sign the provided **Agreement of Purchase and Sale** and submit it together with the required deposit, as set out in the Agreement of Purchase and Sale, payable to City of Greater Sudbury. The Council Approval Date, Completion Date, and Purchaser's Condition Date in the Agreement of Purchase and Sale will be completed in consultation with the City's Real Estate Section.

In Person:

Tom Davies Square – One Stop Services
200 Brady Street, Sudbury ON
Attn: Real Estate Section

By Mail:

City of Greater Sudbury – Real Estate Section
PO Box 5000, Stn A, 200 Brady Street,
Sudbury ON P3A 5P3
Attn: Josee Pilon-Jacques, Property Administrator

Contact Information

For inquiries, please contact:

City of Greater Sudbury – Real Estate Section

 (705) 674-4455 ext. 4373

 realestate@greatersudbury.ca

Agreement of Purchase and Sale

Purchaser(s):

Agrees to purchase from _____

City:

City of Greater Sudbury

the following

Real Property:

410 Panache Lake Road (MR 10), Whitefish (vacant land)

being described as:

PIN 73396-0186(LT), being part of Lot 2, Concession 6, Part 1 on Plan SR-3017, Township of Louise, City of Greater Sudbury

(the "Property")

in an 'as is, where is' condition

for a **Purchase Price**

of _____ 00/100 Dollars (CDN \$ _____)

together with any applicable HST.

Deposit:

The Purchaser submits with this offer --- Two Thousand Four Hundred --- 00/100 Dollars (CDN \$2,400.00) 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 City 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 City 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 City's solicitor that the Purchaser are HST registrants, and an Undertaking to Remit any applicable HST and to Indemnify the City for failure to do so, prepared in the City's standard form. The Purchaser authorizes the City 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 City any further written authorizations or directions that may be required, for the City to obtain this information.

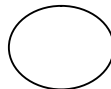
2. Purchaser's Conditions: This Agreement is conditional upon compliance with or waiver of each of the conditions set out in Schedule 'A' for the benefit of the Purchaser, on or before the date specified in Schedule 'A' or such other date as may be agreed to by the parties failing which and provided 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 City 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 _____, 202_. 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.

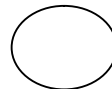
4. Acknowledgements: The Purchaser acknowledges being advised that:

- (a) Wetland features may exist along the southwestern portion of the property boundary, and that the Purchaser is responsible for consulting Conservation Sudbury to obtain further information.
- (b) The property is a legally undersized lot with non-complying lot frontage, and that any new construction must comply with the current Zoning By-law provisions for RU (Rural) zones.
- (c) It is the Purchaser's sole responsibility to satisfy themselves with respect to the availability of utility and related services, including any requirements for connection or extension of services, associated approvals, and all related costs, as may be required for the Purchaser's intended use of the property.

Purchaser(s)' initials



City's initials



Page 1 of 6

5. Sale - 'As Is/Where Is': (1) The Purchaser acknowledges and agrees that:

- (a) This Property is being sold by the City 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 themselves as to all matters related to the Property and its intended use and make such independent investigations and seek such independent advice as the Purchaser determines to be appropriate.
- (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.
- (d) The Purchaser understands and agrees that any information package provided by the City, any comments made by the City's staff and any plans or drawings that may have been provided by the City or the City's staff are for the purpose of assisting the Purchaser to make its own enquiries. The City 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

(2) The Purchaser hereby agrees to indemnify and save harmless the City 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 subsection 5.(1) and 5.(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 intent.

(4) The City will not provide any statutory declarations as to the environmental or other matters pertaining to the Property.

6. 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.

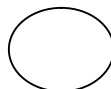
7. Taxes: The Purchaser acknowledges being advised and understands that although the Property is not currently subject to real property taxes, real property taxes will be assessed upon the acquisition of the Property by the Purchaser. The Purchaser agrees to assume any local improvement levies assessed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

8. 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.

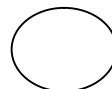
9. Completion Date: This Agreement shall be completed by no later than 4:30 p.m. on the day of , 202 , or such other date as may be agreed to by the parties in writing. Upon completion, vacant possession of the Property shall be given to the Purchaser unless otherwise provided for in this Agreement.

10. 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.

Purchaser(s)' initials



City's initials



11. **Future Use:** The Purchaser acknowledges and agrees that the City 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.

12. **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 City 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 City 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 City's title to the Property.

13. **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 City 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 City 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.

14. **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 City.

15. **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 City.

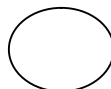
16. **Planning Act:** This Agreement is subject to compliance with the *Planning Act*, R.S.O. 1990, c. P.13. The Purchaser shall not call upon the City and neither the City nor the City's solicitor shall be required to complete Planning Act Statements in the electronic Transfer/Deed of Land. This Agreement is subject to compliance with the Planning Act, R.S.O. 1990, c. P.13. The Purchaser acknowledges that the City as a municipal corporation is exempt from subdivision control provisions of the Planning Act. The Purchaser shall not call upon the City and neither the City nor the City's solicitor shall be required to complete Planning Act Statements in the electronic Transfer/Deed of Land.

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

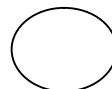
18. **Time Limits:** Time shall in all respects be on the essence hereof provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by City and Purchaser or by their respective solicitors who may be specifically authorized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

19. **Tender:** Any tender of documents or money hereunder may be made upon City 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.

Purchaser(s)' initials



City's initials



20. 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 City. 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.

21. Successors and Assigns: The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein.

22. Assignment: This Agreement shall not be assigned by the Purchaser without prior written consent of the City, which consent may be refused or given subject to conditions.

23. 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 City represents and warrants that it has not retained any real estate agent in regard to this Property.

24. Closing Deliverables: (1) The City covenants that it will deliver to the Purchaser on or before closing, each of the following:

- (a) an electronic Transfer, duly signed and released for registration;
- (b) a statement of adjustments;
- (c) an undertaking to re-adjust the statement of adjustments, if necessary, upon written demand; and
- (d) a direction regarding payment of funds.

(2) The Purchaser covenants that it will deliver to the City on or before closing each of the following:

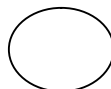
- (a) a certified cheque for the balance of the Purchase Price applicable to the Property being sold by the City;
- (b) an undertaking to re-adjust the statement of adjustments, if necessary, upon written demand;
- (c) where the Purchaser is an HST registrant, an undertaking to remit any applicable HST and to indemnify the City for failure to do so, prepared in the City's standard form; and
- (d) a Bring Forward Certificate, if requested.

25. 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.

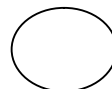
26. Counterparts and PDF Delivery: For convenience, this Agreement may be executed and delivered in counterparts by facsimile or by email transmission of the executed Agreement scanned in a Portable Document Format (PDF file) to the extent such electronic execution is permitted under Ontario's *Electronic Commerce Act, 2000*, S.O. 2000, c. 17. Each instrument when executed in counterpart, scanned and delivered shall be deemed an original and collectively all such instruments shall constitute the Agreement to be valid and binding upon the Parties.

[signing page follows]

Purchaser(s)' initials



City's initials



Page 4 of 6

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:

Purchaser Name

(LS) Date: _____

Witness Name:

Purchaser Name

(LS) Date: _____

In Witness whereof the City 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

City's Address for Service: 200 Brady Street, Box 5000,
Strn. A, Sudbury ON P3A 5P3
Attention: Real Estate Section
Tel No: (705) 674-4455 ext. 4373
Email: realestate@greatersudbury.ca

City's Lawyer: Legal Services
Tel No.: (705) 671-2489
Email: legal_services@greatersudbury.ca

Purchaser's Information

Address:

Tel. No.:

Email:

Purchaser's Lawyer Information

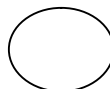
Name:

Address:

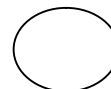
Tel. No.:

Email:

Purchaser(s)' initials



City's initials



Schedule 'A'

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

Purchaser(s): _____ and

City: **City of Greater Sudbury**

for the purchase
and sale of: 410 Panache Lake Road (MR 10), Whitefish

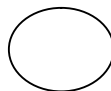
being: PIN 73396-0186(LT), being part of Lot 2, Concession 6, Part 1, Plan SR-3017,
Township of Louise, City of Greater Sudbury (the "Property")

This offer is conditional upon the Purchaser complying with or delivering to the City, a written waiver of each the following conditions, as the case may be, on or before 11:59 p.m. on the day of, 202, 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 themselves with respect to each of the conditions, the deposit shall be returned to the Purchaser without interest or deduction.

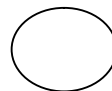
(If Applicable, Purchaser inset conditions)

This image shows a blank 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



City's initials



u-105

PLAN-SR- 3017

APPROVED October 21 1969

Donald W Ogilvie
ASSISTANT EXAMINER OF SURVEYS

PLAN SR 3017

RECORDED UNDER No. 277063

DATE Nov 18/69

E. Johnston
MASTER OF TITLES

PARTS 1 & 2 PART OF PARCEL 16728 S.W.S.

S-3080

NOTE

ALL BEARINGS SHOWN HEREON ARE ASSUMED AND DERIVED FROM THE BEARING OF N. 71° 25' 30" W. BEING THE NORTH LIMIT OF PART 15 AS SHOWN ON HWY. PLAN P-33026, LT. 220585 AND ON RECORD IN THE OFFICE OF LAND TITLES AT SUDBURY.

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY

1) THAT THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE SURVEYS ACT AND THE LAND TITLES ACT AND THE REGULATIONS MADE THEREUNDER;

2) THAT I WAS PRESENT AT AND DID PERSONALLY SUPERVISE THE SURVEY REPRESENTED BY THIS PLAN;

3) THAT THIS PLAN CONTAINS A TRUE COPY OF THE FIELD NOTES OF SURVEY;

4) THAT THE SURVEY WAS COMPLETED ON THE 27th DAY OF SEPT/69

27 Sept 1969
DATE

E. J. Lackstrom
E. J. LACKSTROM
ONTARIO LAND SURVEYOR

LEGEND

- S.I.B. DENOTES 1" x 1" x 48" LONG IRON BAR.
- S.S.I.B. DENOTES 1" x 1" x 24" LONG IRON BAR.
- I.B. DENOTES 5/8" x 5/8" x 24" LONG IRON BAR.
- R.B. DENOTES 1" x 1" x 6" LONG IRON BAR IN ROCK.
- x C.C. DENOTES CUT CROSS.
- FD. DENOTES MONUMENT FOUND.
- (P & M) DENOTES PLAN AND MEASURED.
- (D.H.M.) DENOTES DEPARTMENT OF HIGHWAY MONUMENT.

PLAN AND FIELD NOTES OF SURVEY OF

LOT 2 CON. 6
TOWNSHIP OF LOUISE

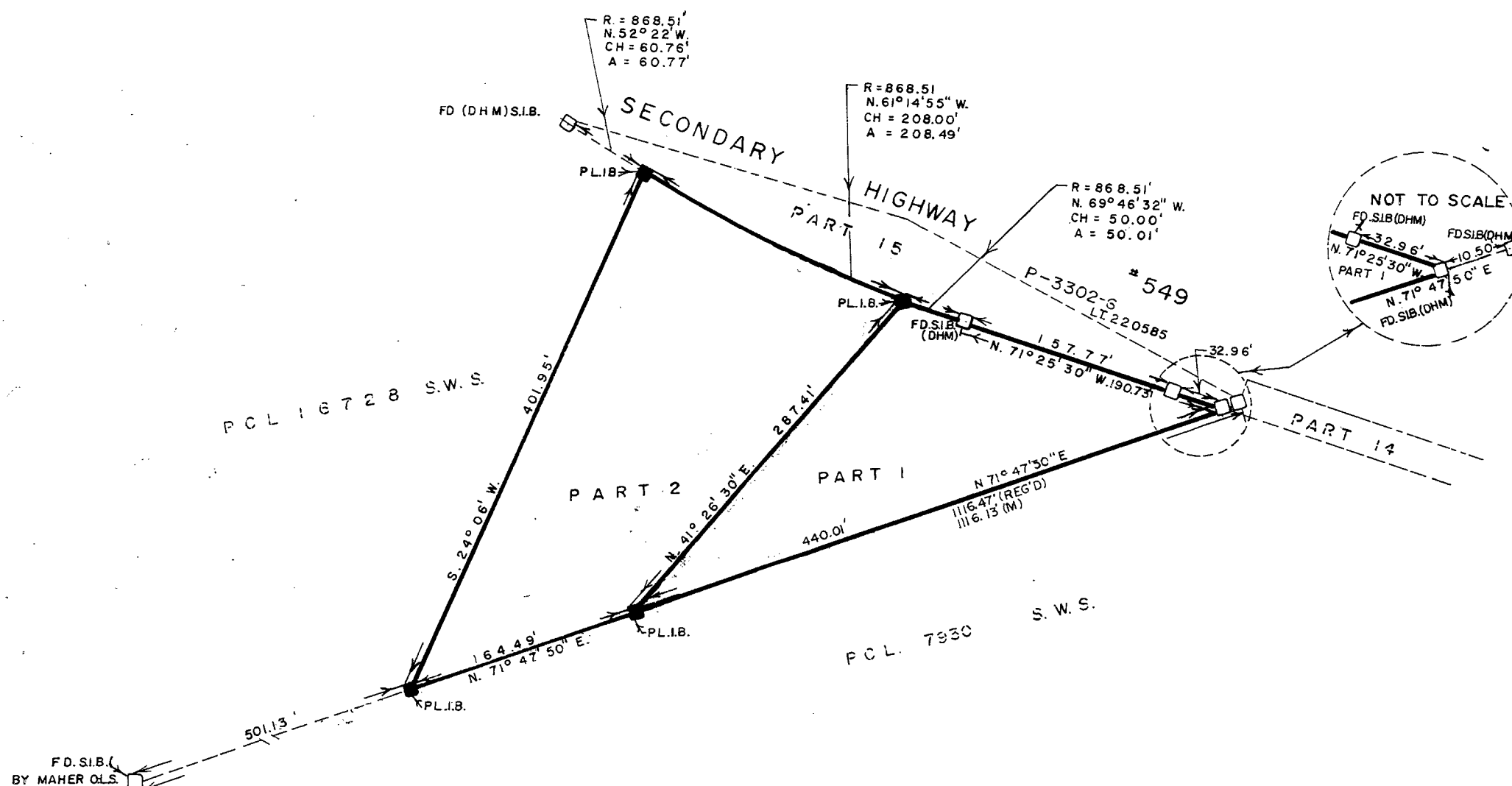
DISTRICT OF SUDBURY

DATE SEPT. 27, 1969	SCALE 1" = 100'	REF. No. S 4-427
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E. J. LACKSTROM
ONTARIO LAND SURVEYOR

SUDBURY, ONTARIO

LOT 2 CON. 6
TOWNSHIP OF LOUISE



Note: Aerial image predates current site conditions. All structures and materials have been removed, and the property is now vacant.

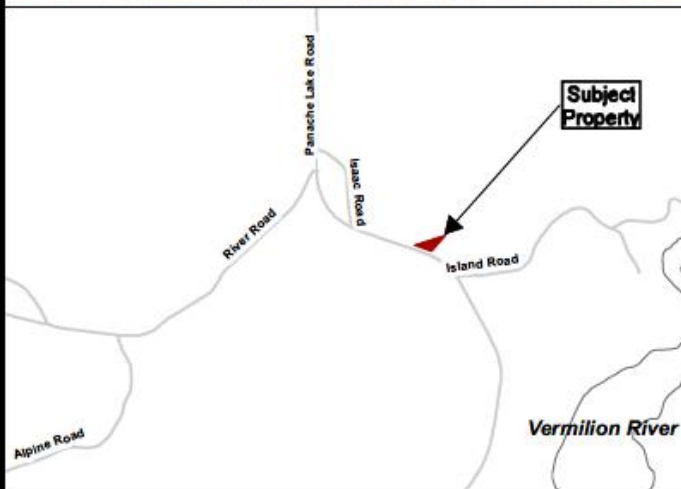
Subject Property

RU

Panache Lake Road

RU

Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community



410 Panache Lake Road (MR10)



PIN 73396-0186(LT),
Part of Lot 2, Concession 6,
Part 1, Plan SR3017,
Township of Louise,
City of Greater Sudbury

NTS

Date: 2026 04 28

Schedule 'B'

Re: 410 Panache Lake Road, (MR10), Whitefish ON – Vacant Land



View of subject property facing north



View of subject property facing north (*machinery not included in sale*)