

**- 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 building or any improvements on the property.

Municipal Address:	62 Second Avenue, Coniston ON
Legal Description:	Part of PIN 73560-0435, part of Lot 34, Plan M-678, being Part 3, Plan 53R-8591, except for a 3 metre strip of land across the frontage on Second Avenue, which is being retained by the City for future road widening, Township of Neelon, City of Greater Sudbury.
Approximate Size of Site:	583 square metres (6,275 square feet) To be verified by survey.
Property Improvements:	The property is improved with a one-storey former office building on a concrete slab which is currently vacant.
Size of Building:	111 square metres (1,200 square feet) in size
Layout:	2 offices 2 two-piece restrooms
Year Constructed:	Circa 1973
Heating:	Electric heat
2020 Energy Costs: (Vacant Building)	Heat / Hydro costs for 2020 were approximately \$5.90 per square foot.
Services:	Municipal water and sewer services are available.  Water service to the building is via a wild line from First Avenue, without benefit of an easement. No easement will be secured on closing.  The Purchaser is advised to satisfy themselves regarding existing or future water main connections.
Roof and all Structural Elements and Systems:	The Purchaser is advised to satisfy themselves as to all areas of concern related to the roof and all structural elements and systems of the building.
Access:	Access to the property is obtained from Second Avenue.
Taxes:	The property is not currently subject to real property taxes. Real property taxes will be assessed by MPAC (Municipal Property Assessment Corporation) upon the acquisition of the property by the Purchaser.
Official Plan & Zoning:	The property is designated Living Area 1, in the Official Plan and zoned “R3.D75”, Multiple Family Residential 75 dwelling units/hectare in Zoning By-law 2010-180Z.  Please note that the 75 dwelling units/hectare applies to the total number of units permitted on the three addresses located in the zone.

An Official Plan amendment, rezoning and/or an application to the Committee of Adjustment for a change of use of the Property may be required before new uses are established on this property or to accommodate a Purchaser's intended use.

Very limited commercial uses are permitted in this R3 zone.

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 at (705) 674-4455 ext. 4295.

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.

Any questions regarding change of use can be directed to Building Services at (705)-674-4455 ext. 4278.

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.

Hydro Easement:

Prior to closing, the City will be transferring an easement to Greater Sudbury Hydro across all or part of the frontage to protect existing hydro lines. The width and location of the easement will be identified on a reference plan of survey being commissioned by the City of Greater Sudbury.

**Asking Price: \$160,000.00 (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 drop it off at the security desk at Tom Davies Square addressed to:

City of Greater Sudbury  
Real Estate Section  
PO Box 5000, Stn A, 200 Brady Street  
Sudbury ON P3A 5P3

Attention: Angela Roy, Property Administrator

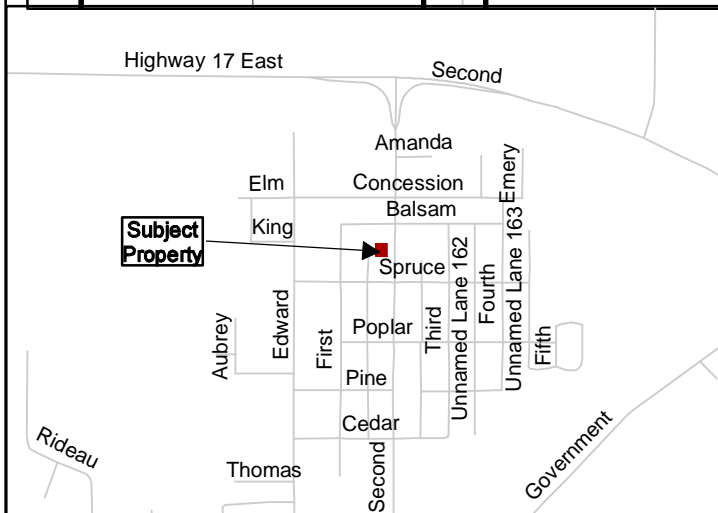
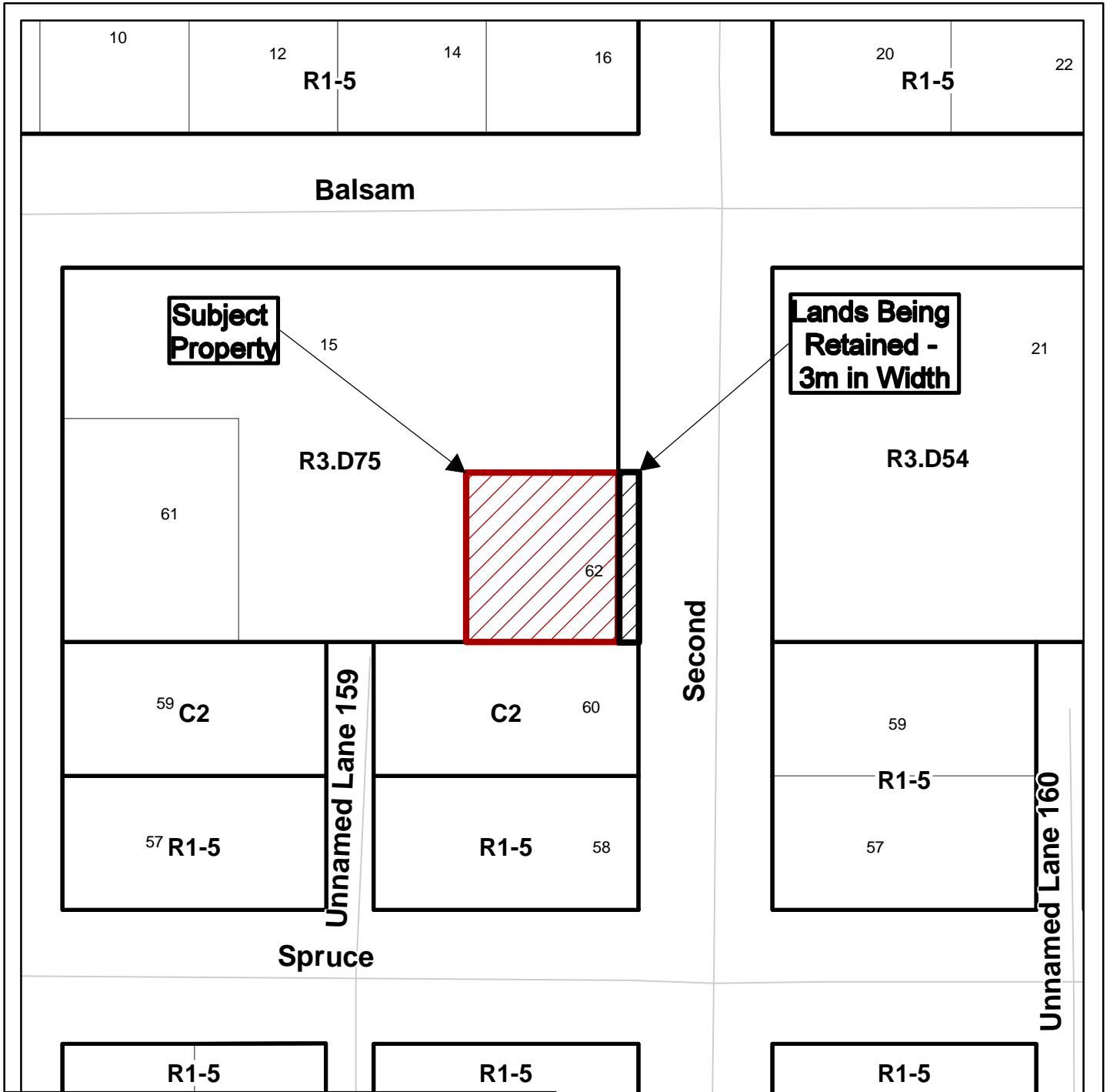
**Offers are being accepted until Tuesday, October 12, 2021, at 4:30 pm**

**THIS IS NOT A TENDER**

***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.***

SCHEDULE 'A'



62 Second Avenue, Coniston



PIN 73560-0435 (LT),  
 PCL 40319, Pt Lot 34, Plan M-678,  
 Pt 3, Plan 53R-8591,  
 Con 3, Lot 3,  
 Township of Neelon,  
 62 Second Avenue, Coniston  
 City of Greater Sudbury

NTS

Date: 2021-09-17



View from Second Avenue, Coniston



View from Second Avenue, Coniston



Back view of building

# Agreement of Purchase and Sale

**Purchaser(s):** \_\_\_\_\_  
Agrees to purchase from

**Vendor:** City of Greater Sudbury  
the following

**Real Property:**  
municipally known as 62 Second Avenue, Coniston ON

being described as: Part of PIN 73560-0435(LT), part of Lot 34, Plan M-678, being Part 3, Plan 53R-8591, except for Part \_\_\_\_\_, Plan 53R-\_\_\_\_\_, Township of Neelon, City of Greater Sudbury, as shown in the approximate location on the sketch attached as Schedule 'A', and to be more particularly described in a reference plan of survey prepared by the Vendor, at its expense and deposited on title to the property prior to closing (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 ----- Eight Thousand ----- 00/100 Dollars (CDN \$8,000.00) 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 Vendor's 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 Assets and Fleet 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 \_\_\_\_\_, 2021. 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.

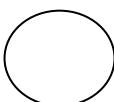
3. **Purchaser's Conditions:** This Agreement is conditional upon compliance with or waiver of each of the conditions set out in Schedule 'B' for the benefit of the Purchaser, on or before the date specified in Schedule 'B' or such other date as may be agreed to by the parties failing which and provided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

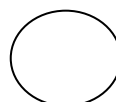
4. **Sale As Is/Where Is Condition:** (1) The Purchaser acknowledges and agrees that:  
a) this Property is being sold by the Vendor in an 'as is / where is' condition, without representations or warranties of any kind, either expressed or implied as to the condition or functionality of any aspect of 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.  
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.  
d) the water service to the Property is via a wild line without benefit of an easement. No easement will be provided on Closing.

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

(3) Each of sections 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

Purchaser(s)' initials 

Vendor(s)' initials 

5. **Acknowledgements:** (1) The Purchaser further acknowledges that prior to signing this Agreement it has had an opportunity to and has 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 Selling Information Sheet;
- (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 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.

(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. **Notice - Registrations Prior To Closing:** (1) The Purchaser acknowledges being advised that the Vendor will be registering on title to the Property prior to closing an easement for public utility purposes in favor of Greater Sudbury Hydro Inc., across all or part of the frontage to protect existing hydro lines, in their standard form.

(2) The Purchaser agrees to accept title subject to the easement referenced in section 6.

(3) The Purchaser shall bear the costs related to the transfer of the easement to Greater Sudbury Hydro Inc. 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.

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. **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 section 2 of this agreement, after which time, if not accepted, this Offer shall be null and void and the deposit shall be returned to the Purchaser in full without interest.

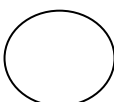
12. **Completion Date:** This Agreement shall be completed by no later than 4:30 p.m. on the \_\_\_\_\_ day of \_\_\_\_\_, 2021, or such other date as may be agreed to by the parties in writing. Upon completion, vacant possession of the property shall be given to the Purchaser unless otherwise provided for in this Agreement.

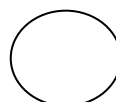
13. **Title Search:** Purchaser shall be allowed until 6:00 p.m. on the 5<sup>th</sup> day before closing (Requisition Date) to examine the title to the property at his own expense and to satisfy himself there are no outstanding work orders or deficiency notices affecting the property.

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.

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,

Purchaser(s)' initials 

Vendor(s)' initials 

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

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 the Purchaser and the 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 Vendor 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 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 of the essence herein provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by Vendor and Purchaser or by their respective solicitors who may be specifically authorized in that regard.

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.

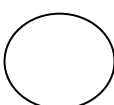
25. **Assignment:** This agreement shall not be assigned by the Purchaser without prior written consent of the Vendor, which consent may be refused, or given subject to conditions.

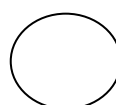
26. **Real Estate Commission:** The Purchaser shall be responsible for any commission to any real estate agent retained by him and payable as the result of this agreement. The Vendor represents and warrants that it has not retained any real estate agent in regard to this property.

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 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.

[next following page is the signature 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 \_\_\_\_\_, 2021.

\_\_\_\_\_  
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 \_\_\_\_\_, 2021, 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 \_\_\_\_\_, 2021.

**City of Greater Sudbury**

Per:  
\_\_\_\_\_  
Director of Assets and Fleet Services

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

**Address for Service**

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

Purchaser's Address for Service: \_\_\_\_\_

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

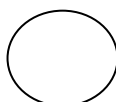
Vendor's Lawyer: City Legal Services  
Tel No.: (705)-671-2489 - Legal Services  
FAX: (705)-673-1651

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

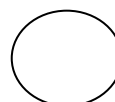
Address: \_\_\_\_\_

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

Purchaser(s)' initials



Vendor(s)' initials



Schedule 'A'



Purchaser(s)' initials



Vendor(s)' initials



