



## PROPERTY SALE INFORMATION

(Please Note: This is Not a Tender)

### General Information

- **Municipal Address:** Part of 365 Agnes Street, Sudbury, ON (new address may be assigned after purchase)
  - **Legal Description:** Part of PIN 02132-0993(LT), being Parts 1, 4, 5 & 6 on Plan 53R-22286, part of Lot 4, Concession 4, Township of McKim, City of Greater Sudbury.
  - **Site Area:** Approximately 2,462 square metres (*0.2462 hectares*) or 26,500 square feet (*0.608 acres*)
  - **Property Type:** Unserviced vacant land
  - **Zoning:** 'OSP' – Open Space Private (Permitted Use: Park)
  - **Asking Price:** \$125,500 (plus HST)
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### 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.
  - An **Official Plan amendment and/or rezoning** may be required depending on the proposed use. Purchasers should consult their own advisors and the City's Development Approvals Section.
  - The land is in close proximity to a railway line and would require compliant setback.
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### Brownfield Status

- This property is classified as a Brownfield due to historical industrial use by the Canadian National Railway. No environmental assessment has been completed.
  - The City of Greater Sudbury's Greater Sudbury Community Improvement Plan (GSCIP) offers potential incentives.
  - Interested parties are encouraged to contact the City of Greater Sudbury's Planning Services division to further discuss eligibility by calling 705-674-4455 ext. 4295 or emailing [cip@greatersudbury.ca](mailto:cip@greatersudbury.ca).
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### Environmental Considerations

- The last known use was industrial. Development for **residential or institutional purposes** may be restricted under the **Environmental Protection Act**.
  - A **Record of Site Condition** may be required for a change of use. Purchasers should consult legal and environmental professionals.
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### Servicing

- **Water & Sewer:** Within the surrounding streets. Purchasers must satisfy themselves regarding all issues of interest including the requirements and costs to service the lot, which may include extending services.
  - **Hydro:** Appears to be available nearby. Contact Greater Sudbury Hydro for confirmation and requirements.
  - **Gas:** Appears to be available nearby. Contact Enbridge Gas Inc. for confirmation and requirements.
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## Access & Easements

- **Access:** Via Agnes Street.
  - **Easements:**
    - Drainage system along the west boundary (3-metre-wide easement to the City will be required on closing over Parts 4&5 on Plan 53R-22286);
    - Greater Sudbury Hydro infrastructure (4-metre-wide easement along Agnes and Percy Streets will be granted prior to closing over Parts 5 & 6 on Plan 53R-22286)
  - **Abandoned in Place:** catch basin, water fitting, and telephone manhole conduit structure have been abandoned in place.
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## Additional Information

- **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.
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## Offer Submission

To submit an offer, complete the provided **Agreement of Purchase and Sale**, sign and submit it with the required deposit payable to City of Greater Sudbury.

### 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: Tanya Rossmann-Gibson, Property Administrator

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## Contact Information

For inquiries, please contact:

### City of Greater Sudbury – Real Estate Section

 (705) 674-4455 ext. 4373

 [realestate@greatersudbury.ca](mailto:realestate@greatersudbury.ca)

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## Disclaimer:

This information is provided to assist prospective purchasers in conducting their own due diligence. The Vendor makes no representations or warranties regarding the property and assumes no liability for the accuracy or completeness of the information provided. Purchasers are strongly encouraged to conduct independent investigations to determine the suitability of the property for their intended use.

# Agreement of Purchase and Sale

**Purchaser(s):** \_\_\_\_\_  
Agrees to purchase from  
**City:** **City of Greater Sudbury**  
the following  
**Real Property:** Part of 365 Agnes Street, Sudbury

being described as: Part of PIN 02132-0993(LT), being Parts 1, 4, 5 & 6 on Plan 53R-22286, part of Lot 4, Concession 4, Township of McKim, 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 ---- 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 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 11<sup>th</sup> day of March, 2026**. 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 City will be registering on title to the Property prior to closing an easement to Greater Sudbury Hydro in its standard form, affecting that part of the Property generally described as Parts 5 & 6 on 53R-22286. The Purchaser agrees to accept title subject to the easement. The Purchaser shall bear the registration costs related to the Transfer of the Easement to Greater Sudbury Hydro Inc. Where such costs are incurred by the City, the City may adjust in favour of the City for such costs on the Statement of Adjustment.

5. **Condition – Easement Back to the City on Closing:** It is a condition of Closing that the Purchaser transfer to the City, immediately after the transfer of the Property and in priority to any mortgage or other encumbrance, a municipal easement generally shown as Parts 4 & 5 on 53R-22286. The easement will be in the City's standard form. The Purchaser will bear all the costs of registration of the easement. Where such costs are incurred by the City, the City may adjust in favor of the City for such costs on the Statement of Adjustment.

6. **Acknowledgements:** The Purchaser acknowledges being advised that the Property has been identified as a Brownfield property by the City of Greater Sudbury due to its past industrial activities by the Canadian Nation Railway. The Purchaser acknowledges being advised that there is an abandoned catch basin, water fitting, and telephone manhole conduit structure which have been abandoned in place by the City, and which will vest in the Purchaser.

7. **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 7.(1) and 7.(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.

**8. 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.

**9. 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.

**10. 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.

**11. Completion Date:** This Agreement shall be completed by no later than 4:30 p.m. on the 28<sup>th</sup> day of October, 2026, 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.

**12. Title Search:** The 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 its own expense and to satisfy itself there are no outstanding work orders or deficiency notices affecting the Property.

**13. 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.

**14. 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.

**15. 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.

16. **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. The City shall be required to deliver on closing, only a Transfer and Statement of Adjustments.

17. **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.

18. **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.

19. **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.

20. **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.

21. **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.

22. **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.

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

24. **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.

25. **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.

26. **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;
- (d) a direction regarding payment of funds; and
- (e) a copy of the registered easement to Greater Sudbury Hydro Inc.


(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;
- (d) a Bring Forward Certificate, if requested; and
- (e) the transfer of easement to the City provided for in section 5.

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 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. Any Party executing this Agreement and transmitting it via facsimile or email using PDF shall immediately upon request provide an originally signed counterpart of this Agreement, provided however, that any failure to provide such originally signed counterpart shall not constitute a breach of

Purchaser(s)' initials 

City's initials 

this Agreement.

**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 City has signed this Agreement by its duly authorized signing officers in that regard.

**Dated** at Sudbury, this 11<sup>th</sup> day of March, 2026.

**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](mailto:realestate@greatersudbury.ca)

City's Lawyer:  
Legal Services  
Tel No.: (705) 671-2489  
Email: [legal\\_services@greatersudbury.ca](mailto:legal_services@greatersudbury.ca)

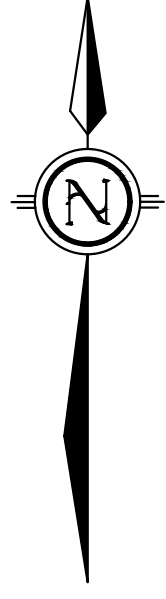
Purchaser's Information  
Address: \_\_\_\_\_  
Tel. No.: \_\_\_\_\_  
Email: \_\_\_\_\_

Purchaser's Lawyer Information  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Tel. No.: \_\_\_\_\_  
Email: \_\_\_\_\_

Purchaser(s)' initials 

City's initials 





SCHEDULE				
PART	LOT	PLAN	PIN	AREA
1				0.203 Ha
2				0.073 Ha
3				0.016 Ha
4	PART OF LOT 10	REGISTERED PLAN M-7-B	PART OF PIN 02132-0993	77.4 m <sup>2</sup>
5				14.8 m <sup>2</sup>
6				0.034 Ha
7				23.6 m <sup>2</sup>

**PLAN 53R-22286**

Received and deposited

November 5<sup>th</sup>, 2025

George Dsouza

Representative for the  
Land Registrar for the  
Land Titles Division of  
Sudbury (No.53)

**PLAN OF SURVEY OF  
PART OF LOT 10  
REGISTERED PLAN M-7-B  
CITY OF GREATER SUDBURY  
DISTRICT OF SUDBURY  
TULLOCH GEOMATICS INC.  
2025  
SCALE 1:250**

2m 0 2 10m

THE INTENDED PLOT SIZE OF THIS PLAN IS 914mm IN WIDTH BY 610mm IN HEIGHT WHEN PLOTTED AT A SCALE OF 1:250.

**METRIC:**

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

**DISTANCE NOTE:**

GROUND DISTANCES SHOWN HEREON CAN BE CONVERTED TO UTM GRID BY MULTIPLYING BY A COMBINED SCALE FACTOR OF 0.999565.

**BEARING NOTE:**

BEARINGS ARE UTM GRID, DERIVED FROM OBSERVED REFERENCE POINTS A AND B, BY REAL TIME NETWORK (RTN) GNSS OBSERVATIONS USING THE SMART-NET SERVICE AND ARE REFERRED TO THE CENTRAL MERIDIAN OF UTM ZONE 17 (81°00' WEST LONGITUDE) NAD83 (CSRS) (2010.0).

**ROTATION NOTE:**

A ROTATION OF 0°30'25" CLOCKWISE HAS BEEN APPLIED TO THE ASTRONOMIC BEARINGS OF UNDERLYING PLANS TO ACCOUNT FOR DIFFERENT REFERENCE MERIDIANS.

**LEGEND:**

- DENOTES FOUND MONUMENT
- ▣ DENOTES PLANTED MONUMENT
- ▤ DENOTES IRON BAR (0.015 x 0.015 x 0.61)
- IP DENOTES IRON PIPE
- SQ IB DENOTES SQUARE IRON BAR
- A DENOTES CURVE ARC LENGTH
- C DENOTES CURVE CHORD LENGTH
- CF DENOTES CALCULATED FROM
- CLF DENOTES CHAIN LINK FENCE
- FNE DENOTES FOUND NO EVIDENCE
- NTS DENOTES NOT TO SCALE
- NVM DENOTES NO VISIBLE MARKINGS
- ORP DENOTES OBSERVED REFERENCE POINT
- PIN DENOTES PROPERTY IDENTIFICATION NUMBER
- R DENOTES CURVE RADIUS
- SCP DENOTES SPECIFIED CONTROL POINT
- SCP DENOTES WITNESS
- WIT DENOTES WITNESS
- M DENOTES MEASURED
- S DENOTES SET
- 1400 DENOTES D.S. DORLAND LTD., O.L.S.
- P DENOTES PLAN 53R-12072
- P1 DENOTES PLAN 53R-13683
- DENOTES FENCE LINE

**INTEGRATION COORDINATE TABLE**

OBSERVED REFERENCE POINTS (ORPs) ARE DERIVED FROM GNSS OBSERVATIONS USING REAL TIME NETWORK (RTN), UTM ZONE 17 NAD83 (CSRS) (2010.0).  
COORDINATE VALUES TO URBAN ACCURACY IN ACCORDANCE WITH SEC. 14(2) OF O.REG 216/10.

ORP	NORTHING	EASTING
A	5149880.79	501186.85
B	5149879.50	501332.56
SCP	NORTHING	EASTING
001643138	5150506.860	501590.688
001643124	5148330.980	501986.989

COORDINATES CANNOT, IN THEMSELVES, BE USED TO RE-ESTABLISH THE CORNERS OR BOUNDARIES SHOWN ON THIS PLAN.

**SURVEYOR'S CERTIFICATE**

I CERTIFY THAT:

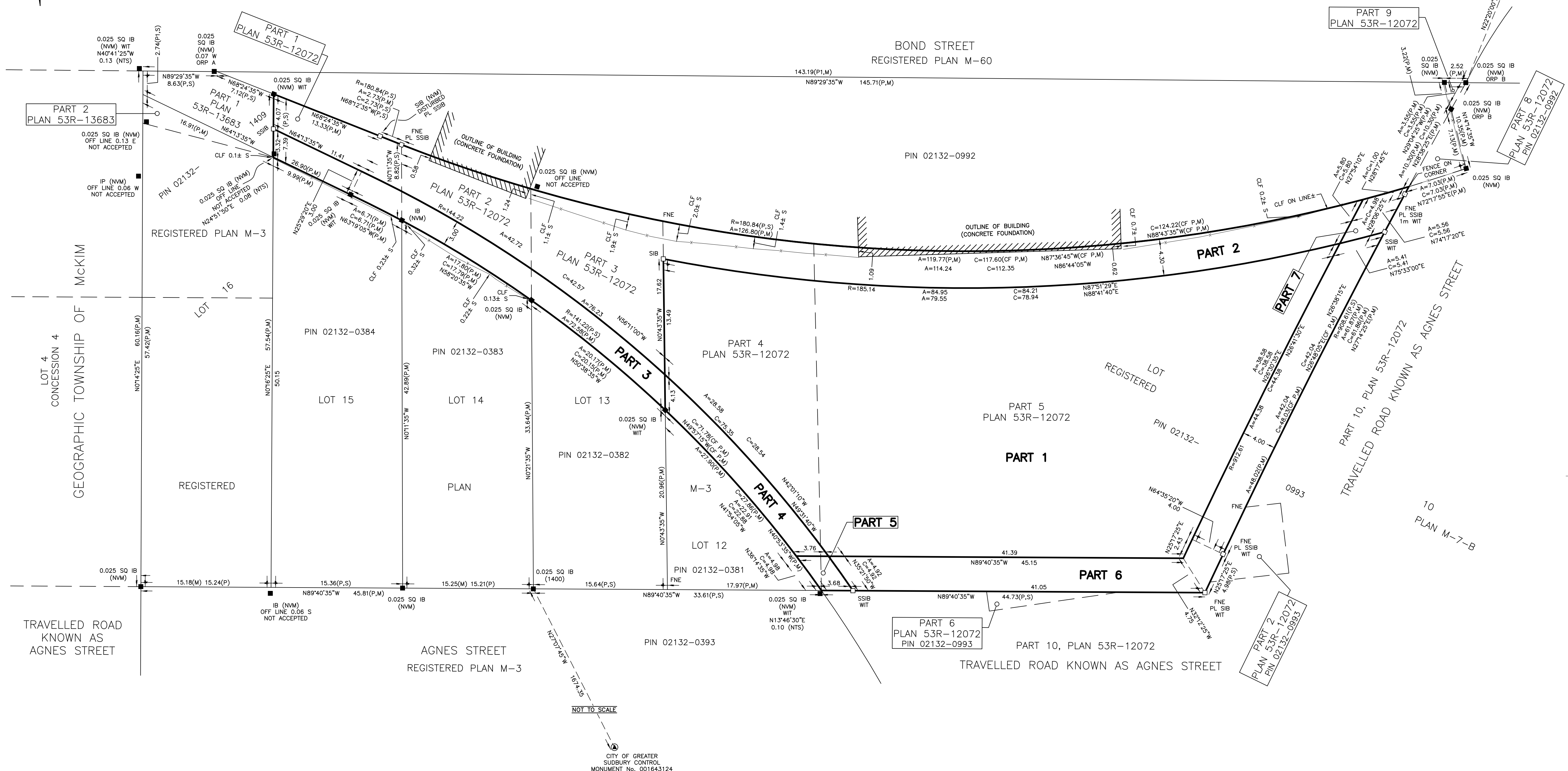
- (1) THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE SURVEYS ACT, THE SURVEYORS ACT, AND THE LAND TITLES ACT AND THE REGULATIONS MADE UNDER THEM.
- (2) THE SURVEY WAS COMPLETED ON THE 28TH DAY OF OCTOBER, 2025.

OCTOBER 29, 2025  
DATE

*Jack F. Cavanagh*  
JACK F. CAVANAGH  
ONTARIO LAND SURVEYOR

THIS PLAN OF SURVEY RELATES TO AOLS PLAN SUBMISSION FORM NUMBER V-104062.

	TULLOCH GEOMATICS INC. 131 FELDING RD. LIVEL, ON P3Y 1L7	T. 705 671.2295 F. 705 671.9477 TF. 800 810.1937
	sd@tulloch.ca	DRAWN BY: EM FILE: 252692



LOT 4  
CONCESSION 4  
GEOGRAPHIC TOWNSHIP OF MCKIM

TRAVELLED ROAD  
KNOWN AS  
AGNES STREET

AGNES STREET  
REGISTERED PLAN M-3

BOND STREET  
REGISTERED PLAN M-60

PIN 02132-0992

PART 5  
PLAN 53R-12072

PART 6  
PLAN 53R-12072  
PIN 02132-0993

PART 10, PLAN 53R-12072

PART 9  
PLAN 53R-12072

NOT TO SCALE

NOT TO SCALE

CITY OF GREATER  
SUDBURY CONTROL  
MONUMENT No. 001643124