



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.

Overview: Prime industrial development opportunity in Walden Industrial Park—offering approximately 10 developable acres, with M3 Heavy Industrial zoning, excellent exposure, and convenient right-of-way access to Municipal Road 55.

General Information

- **Municipal Address:** Vacant industrial land parcel east of Municipal Road 55, Walden (no municipal address currently assigned)
- **Legal Description:** SRO part of PIN 73372-0227(LT), being Part 3 on Plan 53R-22196, together with a non-exclusive Right-of-Way over part of PIN 73372-0123(LT), being Parts 1 and 2 on Plan 53R-22196, part of Lot 3, Concession 6, Township of Waters, City of Greater Sudbury.
- **Site Area:** 6.452 hectares (15.94 acres) – approximately 10 acres are developable
- **Property Type:** Vacant Industrial Land Parcel
- **Zoning:** M3 – Heavy Industrial
- **Official Plan:** General Industrial
- **Asking Price:** \$1,200,000 (plus HST)

Important Notes

- The industrial land parcel is being sold '**as is, where is**'. The Vendor makes no representations or warranties regarding the condition of the parcel.
- 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 industrial land parcel is subject to a one-foot reserve along MR55. Access will be via a permanent easement north of the parcel, shared partially with the Ministry of Transportation.

- Significant site preparation is required, including construction of an access driveway and extension of services.
 - The City has prepared a conceptual development plan for the property, included in this sale package, to offer general guidance. This plan reflects a potential best-use scenario; purchasers may propose alternative designs or uses upon acquiring the land. Any alternate proposal may require a follow-up Pre-Consultation meeting with the City's Planning Services section, to determine applicable municipal requirements.
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Environmental Considerations

- Development must comply with Conservation Sudbury's wetland guidelines. Generally, development is prohibited within 12m of the wetland boundary and development within 30m of the wetland requires a permit from Conservation Sudbury. A potential Purchaser should contact Conservation Sudbury for further information.

Servicing

- **Water & Sewer:** Municipal services are not available. Purchasers must satisfy themselves regarding all matters of interest including requirements and costs to service the industrial land parcel.
- **Hydro:** Hydro service appears to be available nearby. Purchasers should contact Greater Sudbury Hydro to confirm availability, connection requirements, and related costs.
- **Gas:** Natural gas appears to be available nearby. Purchasers should contact Enbridge Gas Inc. to confirm availability, connection requirements, and related costs.

Utilities Disclaimer

- The Vendor does not guarantee the availability, location, capacity, or suitability of any existing or potential utilities. Purchasers must confirm all service requirements, approvals, and costs with the appropriate utility providers.
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Access & Easements

- Access via permanent, non-exclusive easement north of the industrial land parcel.
- 332.52 m frontage along MR55 (one-foot reserve restricts direct access but does not impact building permit issuance).
- INCO Industrial Easement (1976) LT409964Z
Property is subject to an easement allowing mining-related emissions (e.g., fumes, dust, vibration). Owners cannot claim damages against the mining company for resulting impacts.

Additional Information

- **Taxes:** Not currently subject to real property taxes. MPAC will assess after the transfer of ownership, in accordance with timelines established by MPAC.
- **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 for their proposed development by contacting Planning Services (Development Approvals).
- **Site Plan:** All development must proceed by way of Site Plan Control approval.

Offer Submission

To submit an offer, the purchaser must complete and sign the provided form of **Agreement of Purchase and Sale** and submit it 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: Tanya Rossmann-Gibson, Property Administrator

Contact Information

For inquiries relating to the sale of land, please contact:

City of Greater Sudbury – Real Estate Section

 (705) 674-4455 ext. 4373

 realestate@greatersudbury.ca

For inquiries relating to Economic Development opportunities, please contact:

City of Greater Sudbury – Economic Development Division

 (705) 674-4455 ext. 5609

 invest@greatersudbury.ca

Agreement of Purchase and Sale

Purchaser(s): (the "Purchaser")

Agrees to purchase from

Vendor: City of Greater Sudbury (the "City")

the following
Real Property: Vacant industrial land parcel east of Municipal Road 55, Walden,
to which no municipal address is assigned

being described as: SRO part of PIN 73372-0227(LT), being Part 3 on Plan 53R-22196, part of Lot 3,
Concession 6, Township of Waters, City of Greater Sudbury (the "Property")

together with a non-exclusive right of Way over Part of PIN 73372-0123, being Parts 1 and
2 on Plan 53R-22196, in favour of Part 3 on Plan 53R-22196 part of Lot 3, Concession 6,
Township of Waters, City of Greater Sudbury (the "Right of Way")

in an 'as is, where is' condition

for a Purchase Price of 00/100 Dollars (CDN \$.00)
Together with Harmonized Sales Tax thereon.

Deposit:

The Purchaser submits with this offer ----- Ten Thousand ----- 00/100 Dollars (CDN \$ 10,000.00)
by 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, but otherwise forfeited to the City and the Purchaser shall have no further claim thereon.
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 Harmonized Sales Tax on the Purchase Price, or in the alternative, shall deliver on
closing evidence satisfactory to the City's solicitor that the Purchaser is an HST registrant, and an Undertaking to
Remit the 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, in order 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 Agreement 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 it without interest or deduction and neither party shall have any further obligation to the other respecting this
Agreement.

4. **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 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. Without limiting the generality of the forgoing,
the City 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. The Purchaser further acknowledges that it
has not relied upon any information, representation, statement or warranty of the City or its employees, agents, or
consultants, whether written or oral, except as expressly set out in this Agreement. The Purchaser agrees not to
make any claim or proceeding against the City relating to the environmental condition of the Property, whether
known or unknown as of the Closing Date.

5. **Purchaser Due Diligence:** The Purchaser shall satisfy itself as to all matters relating to the Property, including
but not limited to zoning, permitted uses, building permit availability, environmental compliance, access, servicing

availability, utility capacity, and all costs associated with developing the Property. The City shall not be responsible for any such investigations or conclusions reached by the Purchaser. The Purchaser acknowledges that all approvals, permits, servicing extensions or upgrades are not guaranteed and may be denied by the City or external agencies without recourse.

6. **Zoning and Official Plan:** The Purchaser acknowledges that the Property is zoned M3 – Heavy Industrial and designated General Industrial in the City’s Official Plan. The Purchaser is solely responsible for determining whether its proposed use is permitted and acknowledges that rezoning and/or Official Plan amendments may be required. The City provides no assurance such approvals will be granted.

7. **Right-of-Way Access & One-Foot Reserve:** The Purchaser further acknowledges the City is retaining a one-foot reserve along Municipal Road 55 which prohibits direct access to the Property from MR55. Access to the Property may be obtained from MR 55 over the non-exclusive Right-of-Way, to be conveyed by the City to the Purchaser, immediately after the Transfer of the Property, as part of the Closing Document. The access point from MR55 shall be at a location to be approved by the City and/or any applicable authority, including through the private entrance permit process where applicable. The terms of the Right-of-Way shall be as set out in Schedule ‘B’ attached to and forming a part of this Agreement. The Purchaser acknowledges being advised that the owner of PIN 73372-0053(LT) (currently the Ministry of Transportation) also has the benefit of a registered right-of-way over part of the Right-of-Way, being Part 1 on Plan 53R-22196. Purchaser shall be solely responsible at its own cost and expense, to construct, maintain and repair any necessary access driveway to the Property and to obtain all required permits and approvals.

8. **Environmental & Conservation Requirements** The Purchaser agrees to comply with all Conservation Sudbury regulations and acknowledges that development is prohibited within 12 metres of the wetland boundary and that development within 30 metres requires a permit. The Purchaser shall obtain all necessary environmental and conservation approvals at its sole cost. The Purchaser releases the City from any liability relating to Conservation Sudbury or environmentally sensitive areas and acknowledges that all such regulatory decisions are independent of the City.

9. **Servicing and Utility Disclaimer:** The Purchaser acknowledges that municipal water and sanitary sewer services are not available to the Property. The Purchaser further acknowledges that hydro and natural gas services may be available nearby, but the City does not warrant the availability, location, capacity, or suitability of any utilities. The Purchaser shall be responsible to confirm all servicing requirements, connection approvals, and related costs directly with the appropriate utility providers. The Purchaser further acknowledges that any servicing extensions, upgrades, or installations are entirely at the Purchaser’s sole cost and risk and may require approvals that are not guaranteed.

10. **Conceptual Development Plan:** The Purchaser acknowledges receipt of the conceptual development plan prepared by the City for reference only. The plan is illustrative in nature and does not represent an approved development proposal and is not sufficient for design, approval or development purposes. The Purchaser is not required to proceed on the basis of the conceptual development plan. Any alternate development concept proposed by the Purchaser may require a Pre-Consultation meeting with the City and may be subject to additional municipal requirements.

11. **Accept Title - General:** It is a condition of closing that the Purchaser accept title to the Property subject to such registered restrictions or covenants that run with the land and any easements in standard form, to which title is subject or as the City may reserve on closing for municipal purposes or grant on closing for the purpose of any public utility or other service, and that the Purchaser agrees to assume any local improvement levies assessed against the Property. The Purchaser shall enter into an agreement with the City in replacement for any agreement currently registered on title to the Property which has merged by virtue of the agreement being entered into with the City prior to the City becoming owner of the Property, which agreement shall be registered on closing at the City’s expense, in priority to any mortgage or other encumbrance. The Purchaser understands and agrees that they are acquiring Surface Rights Only to the Property.

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

13. **Development Charges:** The Purchaser acknowledges that development charges may apply pursuant to the City’s Development Charges By-law upon development of the Property. The Purchaser is responsible to inform itself and for payment of any applicable development charges when assessed.

14. **Irrevocability:** This Agreement 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 Agreement shall be null and void and the deposit shall be returned to the Purchaser in full without interest.

15. **Completion Date:** This Agreement shall be completed by no later than 6:00 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.

16. **Title Search:** 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 his own expense and to satisfy himself there are no outstanding work orders or deficiency notices affecting the property. For the purposes of this section a business day shall be Monday to Friday inclusive except for statutory or civic holidays.

17. **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.

18. **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, and mining-related emissions easement. 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 Purchaser shall be conclusively deemed to have accepted City's title to the property.

19. **Electronic Registration and DRA:** Where the transaction will be completed by electronic registration pursuant to Part III of the *Land Registration Reform Act*, (Ontario), and any amendments thereto, each of the parties shall retain a lawyer to act on its behalf. The Property Owner and the City acknowledge and agree that the exchange of closing funds, non-registerable documents and other items (the "Requisite Deliveries") and the release thereof to the Property Owner and the City will: (a) not occur at the same time as the registration of the Transfer (and any other documents intended to be registered in connection with the Closing); 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 "DRA"), 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 at Tom Davies Square, 200 Brady Street, Sudbury, ON or such other location agreeable to both lawyers.

20. **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.

21. **Inspection:** Purchaser acknowledges having had the opportunity to inspect the Property and understands that upon acceptance of this Agreement there shall be a binding agreement of purchase and sale between Purchaser and City.

22. **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. The Purchaser acknowledges that pursuant to the Planning Act, the City can convey without requirement for consent.

23. **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.

24. **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 City and Purchaser or by their respective solicitors who may be specifically authorized in that regard.

25. **Solicitors as Agents:** Any notice, approval, waiver, agreement, instrument, document or communication permitted required or contemplated in this Agreement may be given or delivered and accepted or received by the City's solicitor on behalf of the City and by the Purchaser's solicitor and on behalf of the Purchaser and any tender of documents may be made upon the Purchaser's solicitor and the City's solicitor, as the case may be.

26. **Tender:** Notwithstanding anything contained in this Agreement or in the DRA to the contrary, it is expressly understood and agreed by the parties to this Agreement that an effective tender shall be deemed to have been validly made by either party (in this paragraph called the "Tendering Party") upon the other party (in this paragraph called the "Receiving Party") when the solicitor for the Tendering Party has: (a) delivered all applicable documents, and funds to the Receiving Party's solicitor in accordance with the provisions of the DRA, as modified in this Agreement; (b) advised the solicitor for the Receiving Party, in writing, that the Tendering Party is ready, willing and able to complete the transaction in accordance with the terms and provisions of this Agreement; and (c) completed all steps required by the Teraview Electronic Registration System to complete the transaction that can be performed or undertaken by the Tendering Party's solicitor without the cooperation or participation of the Receiving Party's solicitor and specifically when the Tendering Party's solicitor has electronically "signed" the Transfer for completeness and granted "access" to the Receiving Party's solicitor (but without the Tendering Party's solicitor releasing it for registration by the Receiving Party's solicitor), without the necessity of personally attending upon the Receiving Party or the Receiving Party's solicitor with the documents and/or funds, and without any requirement to have an independent witness evidencing the foregoing.

27. **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 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.

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

29. **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, including the condition that any assignee covenant in writing in favour of the City to assume and perform all the obligations of the Purchaser hereunder. The Purchaser shall not be released from its liabilities and obligations hereunder in the event of any assignment.

30. **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.

31. **Statutory Declaration:** The City shall not be obligated to provide its statutory declaration sworn or otherwise, or any other written statement as to its status as a Canadian resident for the purposes of s. 116 of the *Income Tax Act*.

32. **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) an electronic Transfer of Easement for the Right of Way;
- (c) a statement of adjustments;
- (d) an undertaking to re-adjust the statement of adjustments, if necessary, upon written demand;
- (e) a direction regarding payment of funds; and
- (f) such other documents as the Purchaser or its solicitors may reasonably require in order to implement the intent of this Agreement.

(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, and self-assessing HST, 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) such other documents as the City or the City's solicitor may reasonably require in order to implement the intent of this Agreement.

33. **Gender & 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.

34. **Currency:** All sums of money which are referred to in this Agreement are expressed in lawful money of Canada, unless otherwise specified.

35. **Further Assurances:** Each of the parties shall, from time-to-time hereafter and upon any reasonable request of the other, execute, deliver and make or cause to be made all such further acts, deeds, assurances and things as may be required or necessary to more effectually implement and carry out the true intent and meaning of this Agreement.

36. **Waiver:** No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision (whether or not similar) nor shall any waiver constitute a continuing waiver unless otherwise expressed or provided.

37. **Severability:** If any covenant, obligation, agreement or part thereof (or the application thereof) to any person, party or circumstance, to any extent, shall be invalid or unenforceable, the remainder of this Agreement (or the application of such covenant, obligation, agreement or part thereof) to any person, party or circumstance other than those to which it is held invalid or unenforceable shall not be affected thereby. Each covenant, obligation and agreement in this Agreement shall be separately valid and enforceable to the fullest extent permitted by law.

38. **Governing Law:** This Agreement shall be construed in accordance with the laws of Canada and in the province of Ontario and enforced in the court system of Ontario.

39. **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 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:	_____ Name:	_____ (LS)	_____ Date:
_____ Name:	_____ 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,
Stn. 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: _____

Schedule 'A'

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

Purchaser(s) _____
and
Vendor (the “City”) **City of Greater Sudbury**

for the purchase and sale of real property **vacant industrial land parcel east of Municipal Road 55, Walden, to which no municipal address is assigned**

being described as: SRO part of PIN 73372-0227(LT), being Part 3 on Plan 53R-22196, together with a Right-of-Way over part of PIN 73372-0123(LT), being Parts 1 and 2 on Plan 53R-22196, part of Lot 3, Concession 6, Township of Waters, City of Greater Sudbury

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 insert 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.

Schedule 'B'
Right of Way
Easement in the Nature of a Right of Way

Whereas the Transferee is the owner in fee simple of those lands and premises being composed of part PIN 73372-0227 (LT), being Part 3 on Plan 53R-22196, City of Greater Sudbury, District of Sudbury (the "Dominant Land");

And Whereas the Transferor is the owner in fee simple of lands described as PIN 73372-0123(LT), City of Greater Sudbury, District of Sudbury (the "Transferor's Land");

- 1.(1) The Transferor hereby transfers in perpetuity to the Transferee, the Transferee's successors and assigns, a non-exclusive easement in the nature of a right of way, for it, its employees, contractors, agents and invitees, over and across part PIN 73372-0123(LT), being Parts 1 and 2 on Plan 53R-22196 (the "Servient Land"), to provide access at all times, in common with all others entitled thereto, for the purposes of pedestrian and vehicular access to and from MR55 at the designated access point and the Dominant Land and subject always to the conditions set out herein.
- (2) The aforesaid rights, privileges and Easement are herein granted on the following terms, stipulations and conditions which are mutually covenanted and agreed to by and between the Transferor and the Transferee:

(a) the Transferee, its officers, directors, employees, agents, contractors, invitees or others accessing the lands owned by the Transferee shall not and shall not authorize or permit others exercising rights granted herein to the Transferee:

- to interfere with the use of the Servient Land by the Transferor for its purposes or other holders of an easement over the Servient Land or threaten the safety or well-being of other users of the Driveway;

- to use any part of the Servient Land for snow storage, whether for snow removed from the Servient Land in the course of winter maintenance or for snow from the Dominant Land;

- to erect or authorize or permit the construction, erection or placement of any building or structure in whole or in part on the Servient Land, including without limitation a fence, gate or bollard;

- to place, store or deposit any snow, materials or equipment or park or store any vehicles or equipment on the Servient Land which would obstruct or interfere with the use of the Servient Land; or

- to engage in any activity or create or allow any condition or nuisance to continue, which may adversely affect or harm the Servient Land or other part of the Transferor's Land;

(b) The Transferee shall be responsible at its own cost and expense to construct, in accordance with any applicable bylaws, statutes, regulation or code, any required driveway for access purposes and provide winter and summer maintenance as required;

(c) The Transferee shall indemnify and save the Transferor harmless from all actions, causes of actions, suits, claims and demands of every nature and kind whatsoever which may be made against the Transferor relating to or arising out of the use or occupation of the Servient Lands and for which the Transferee, in law, is responsible;

(d) No more than one access / egress point from and to the Servient Land and MR 55 is permitted, to be used by all persons benefitting from a right of way over the Servient Land;

(e) In the event of any conflict between the use of the Easement Lands by the Transferee and the use by the Transferor for municipal purposes, the rights of the Transferor shall prevail;

(3) The Transferor reserves the rights for:

(a) the Transferor, its employees, contractors, agents and invitees shall be entitled to fully use and enjoy the Servient Land, including without limitation, to traverse upon, over and across the Servient Land, for access to and egress from MR 55 and the Transferor's Land and the right to use for all municipal purposes, including without limitation, the right to enter upon the Servient Land at any time for municipal purposes, including the right to install or construct, inspect, maintain repair, replace and operate municipal services, utilities and infrastructure; and

(b) the Transferor to grant other Easements over the Servient Land to other persons;

(4) In the event of any conflict between the use of the Servient Land by the Transferee and the use by the Transferor for municipal purposes, the rights of the Transferor shall prevail and in the event of any

Purchaser(s)' initials

City(s)' initials

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conflict between the use of the Servient Land by the Transferee and the use by the owner of the land benefitting from the right of way registered as LT508677, the rights of the owner of the land benefitting from LT508677 shall prevail.

2. **Upon the release and abandonment** of the Easement or the discontinuance of the use of the Easement and of the exercise of the rights and privileges herein granted, the Transferee shall restore the Easement to the same condition so far as is practicable so to do, as the same was prior to entry thereon and use thereof by the Transferee.

The servient land affected by this Easement are more particularly described as follows:

Part PIN 73372-0123(LT),
being Parts 1 and 2 on Plan 53R-22196,
Part of Lot 3, Concession 6, Waters Twp.

The dominant land affected by this Easement are more particularly described as follows:

Part PIN 73372-0227(LT),
Part 3 on Plan 53R-22196,
Part of Lot 3, Concession 6, Waters Twp.

PLAN OF SURVEY OF
PART OF LOT 3, CONCESSION 6
GEOGRAPHIC TOWNSHIP OF WATERS
CITY OF GREATER SUDBURY
DISTRICT OF SUDBURY
TULLOCH GEOMATICS INC.
2025
SCALE 1:1500

15m 0 15 75m

THE INTENDED PLOT SIZE OF THIS PLAN IS 610mm IN WIDTH
BY 610mm IN HEIGHT WHEN PLOTTED AT A SCALE OF 1:1500.

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 0.999563.

BEARING NOTE:

BEARINGS ARE UTM GRID, DERIVED FROM OBSERVED REFERENCE POINTS A
AND B, BY REAL TIME NETWORK (RTN) GNSS OBSERVATIONS USING THE
SMARTNET 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°07'00" CLOCKWISE HAS BEEN APPLIED TO THE
ASTRONOMIC BEARINGS OF UNDERLYING PLANS P2 AND P3 TO ACCOUNT
FOR DIFFERENT REFERENCE MERIDIANS.

NO ROTATION HAS BEEN APPLIED TO THE UTM GRID BEARINGS OF
UNDERLYING PLAN P5.

LEGEND:

- DENOTES FOUND MONUMENT
- DENOTES PLANTED MONUMENT
- SQ IB DENOTES SQUARE IRON BAR
- RPL DENOTES ROCK PLUG (0.015 x 0.015 x 0.15)
- RB DENOTES IRON BAR (0.025 x 0.025 x 0.61)
- RP DENOTES ROCK POST
- DIST DENOTES DISTURBED
- FD DENOTES FOUND
- FNE DENOTES FOUND NO EVIDENCE
- MTO DENOTES MINISTRY OF TRANSPORTATION, ONTARIO
- NTS DENOTES NOT TO SCALE
- NVM DENOTES NO VISIBLE MARKINGS
- ORP DENOTES OBSERVED REFERENCE POINT
- PIN DENOTES PROPERTY IDENTIFICATION NUMBER
- SOS DENOTES SURVEYORS ON SITE
- WIT DENOTES WITNESS
- M DENOTES MEASURED
- S DENOTES SET
- P DENOTES PLAN 53R-5336
- P1 DENOTES PLAN 53R-6575
- P2 DENOTES PLAN 53R-9556
- P3 DENOTES PLAN 53R-9048
- P4 DENOTES PLAN 53R-16045
- P5 DENOTES PLAN OF SURVEY BY MTO, DATED
FEBRUARY 28, 2013, FILE No. P-3014-113

CITY OF GREATER
SUDBURY CONTROL
MONUMENT No. 008701714

CITY OF GREATER
SUDBURY CONTROL
MONUMENT No. 063690030

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 8th DAY OF MAY, 2025.

MAY 12, 2025
DATE

JACK F. CAVANAGH
ONTARIO LAND SURVEYOR

THIS PLAN OF SURVEY RELATES TO AOLS PLAN SUBMISSION FORM NUMBER V-97487.

TULLOCH GEOMATICS INC.
131 FIELDING RD.
FIELDING, ON
P3Y 1L7
T. 705 671.2295
F. 705 671.9477
TF. 800 810.1937
sudbury@tulloch.ca
DRAWN BY: EM
FILE: 252123

SCHEDULE				
PART	LOT	CONCESSION	PIN	AREA (HECTARES)
1	PART OF LOT 3	6	PART OF PIN 73372-0123	0.211
2			PART OF PIN 73372-0227	1.122
3				6.452
4				0.010

PART 1: SUBJECT TO EASEMENT AS IN LT508677.

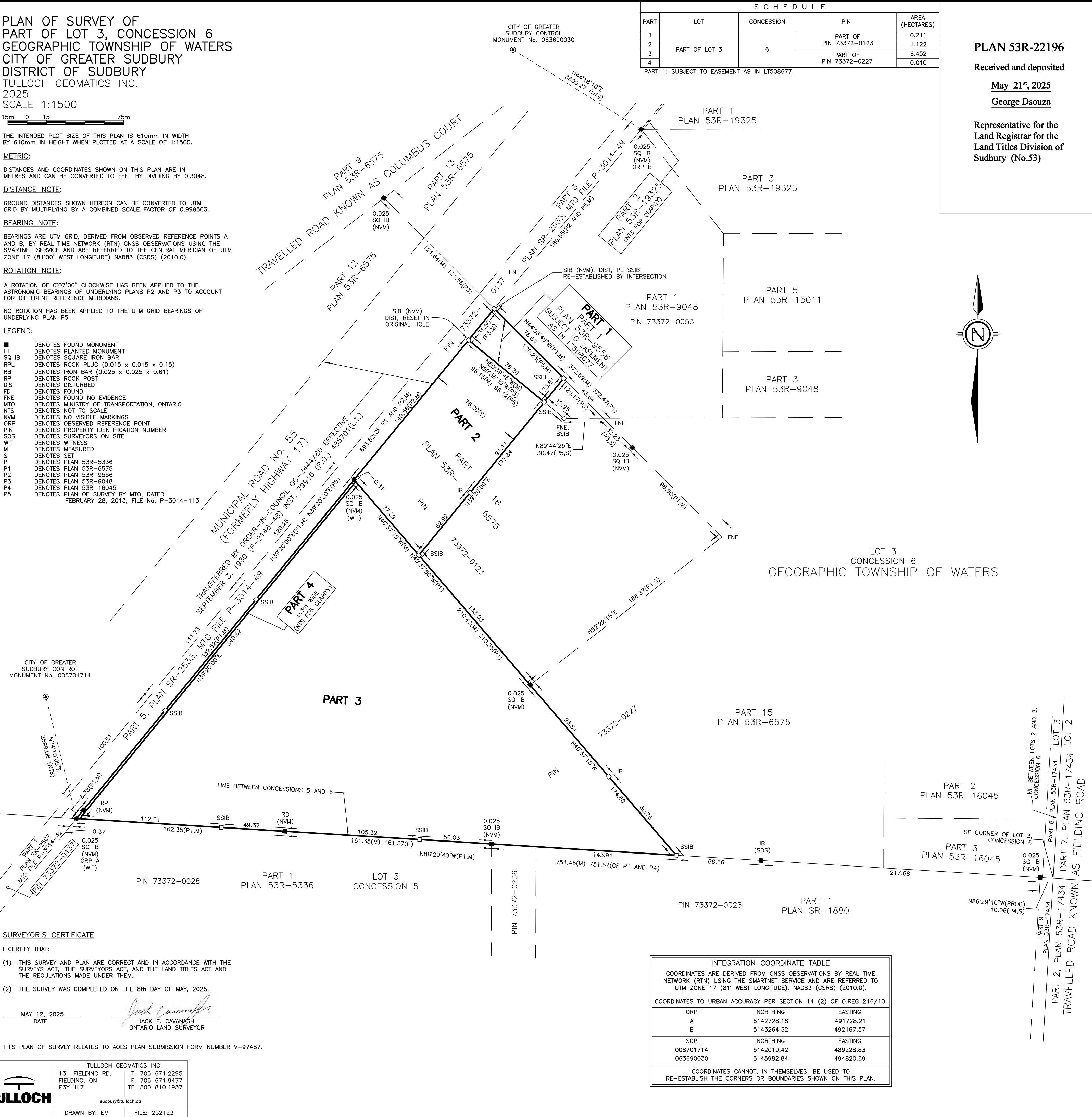
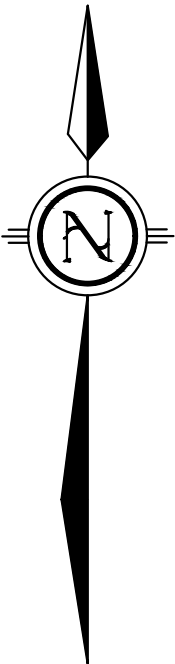
PLAN 53R-22196

Received and deposited

May 21st, 2025

George Dsouza

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



INTEGRATION COORDINATE TABLE		
COORDINATES ARE DERIVED FROM GNSS OBSERVATIONS BY REAL TIME NETWORK (RTN) USING THE SMARTNET SERVICE AND ARE REFERRED TO UTM ZONE 17 (81° WEST LONGITUDE), NAD83 (CSRS) (2010.0).		
COORDINATES TO URBAN ACCURACY PER SECTION 14 (2) OF O.REG 216/10.		
ORP	NORTHING	EASTING
A	5142728.18	491728.21
B	5143264.32	492167.57
SCP	NORTHING	EASTING
008701714	5142019.42	489228.83
063690030	5145982.84	494820.69
COORDINATES CANNOT, IN THEMSELVES, BE USED TO RE-ESTABLISH THE CORNERS OR BOUNDARIES SHOWN ON THIS PLAN.		

