

**- SELLING INFORMATION -**  
**(THIS IS NOT A TENDER)**

Municipal Address:	<b>Not assigned – Poplar Street, Dowling</b>
Legal Description:	PIN 73352-0536(LT), being Parts 3 and 4 on Plan 53R-20672, Township of Dowling, City of Greater Sudbury
Type of Property:	Unserviced vacant land - purchaser(s) must satisfy themselves that a building permit will be available for intended use
Zoning:	"R1-5"; Low Density Residential One with a Flood Fringe Overlay
Flood Plain:	The land is located entirely in a designated flood plain. There will be conditions imposed on any development at the building permit stage. It is recommended that prospective purchaser(s) satisfy themselves as to the conditions imposed for their intended use of the land.
Size of Site:	66 feet by 240.21 feet (measuring 15,853.86 sq ft) 20.11 metres by 73.2 metres (measuring 1,472.05 sq m)
Services Available In the Road:	Municipal water and sewer are available in Poplar Street. It is recommended that prospective purchaser(s) satisfy themselves as to the requirements and costs to service the lot.  Hydro service is located along Poplar Street. It is recommended that prospective purchaser(s) satisfy themselves that service will be available from Ontario Hydro Networks Inc. at the purchaser's expense for their intended use.  Gas service is located along Poplar Street. It is recommended that prospective purchaser(s) satisfy themselves that gas service will be available from Union Gas, at the purchaser's expense for their intended use.
Access:	Via Poplar Street. It is recommended that prospective purchaser(s) satisfy themselves that a driveway permit can be obtained.
Taxes:	To be assessed
Lot Grading Plan:	Lot Grading plan may be required as a condition of the building permit.
Development Charges:	Development charges will be payable to the City of Greater Sudbury upon the issuance of a building permit.
Municipal Easement:	Immediately after closing and prior to any mortgages, the City will require that a drainage easement be transferred to it over Part 3 on Plan 53R-20672 for municipal purposes.
Reference Plans:	Registered plan 53R-20672 is attached for reference
Purchaser(s) Conditions:	Any conditions or additional provisions may be added as a Schedule to the Agreement of Purchase and Sale.

**Asking Price:                   \$25,000.00 (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 lot, kindly complete the attached Agreement of Purchase and Sale and submit it to: City of Greater Sudbury, Real Estate Section, Attn: Angela Roy, Property Administrator, PO Box 5000, Stn A, 200 Brady Street, Sudbury, ON P3A 5P3.

***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.***

# AGREEMENT OF PURCHASE AND SALE

**PURCHASER(s):** \_\_\_\_\_

Agrees to purchase from

**VENDOR:**

CITY OF GREATER SUDBURY

the following

**REAL PROPERTY:**

municipally known as:

Vacant Land Fronting on Poplar Street, Dowling

being described as:

PIN 73352-0536(LT), being Parts 3 and 4, Plan 53R-20672, Township of Dowling, City of Greater Sudbury

(the "Property")

in an "as is" condition

for a

**PURCHASE PRICE** of --- \_\_\_\_\_ --- 00/100 Dollars (CDN \$ \_\_\_\_\_)

Together with any applicable HST.

**DEPOSIT:**

The Purchaser submits with this offer ----- \_\_\_\_\_ ----- 00/100 Dollars (CDN \$ \_\_\_\_\_ .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. 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. 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 Vendors solicitor that the Purchaser is an HST registrant, and an Undertaking to Remit any applicable HST and to Indemnify the Vendor for failure to do so, prepared in the Vendor's standard form. The Purchaser authorizes the Vendor to verify with the Canada Revenue Agency, the Purchaser's HST registration status and the Purchaser's HST registration number. The Purchaser agrees to provide to the Vendor any further written authorizations or directions that may be required, in order for the Vendor to obtain this information.

2. **PURCHASER'S CONDITIONS:** The Purchaser's conditions (if any) are set out on Schedule 'A' attached hereto and form part of this agreement.

3. **CONDITION – COUNCIL APPROVAL:** The Purchaser acknowledges and understands that any execution of this Agreement by the Director of Asset Services for the City of Greater Sudbury on behalf of the Vendor is expressly conditional upon the approval of the terms of the offer by the Council for the City of Greater Sudbury and does not bind the Vendor unless the within Offer is approved by Council on or before 11:59 p.m. on the day of \_\_\_\_\_, 2017. 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.

4. **CONDITION – EASEMENT TO BE GRANTED ON CLOSING:** It is a condition of Closing that the Vendor transfer to the City immediately after the transfer and in priority to any mortgage or other encumbrance an easement in favour of the City, in the City's standard form over Part 3 on Plan 53R-20672 and the Vendor will bear all related costs incurred by the City in conjunction with the registration of the easement. The City may adjust for the related costs on the Statement of Adjustments.

5. **AS IS/ WHERE IS:** It is a condition of the closing that the Purchaser accept the Property in an as is / where is condition. The Purchaser understands and agrees that any information package provided by the Vendor, any comments made by the Vendors staff and any plans or drawings that may have been provided by the Vendor or the Vendors staff are for the purpose of assisting the Purchaser to make its own enquiries. The Vendor makes no representations or warranties about and takes no responsibility for the accuracy or completeness of information provided for the assistance of the Purchaser except as expressly provided herein. Without limiting the generality of the forgoing, the Vendor makes no representation or warranty of any kind, either express or implied as to the condition of the soil, subsoil, ground and surface water or any other environmental matter.

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

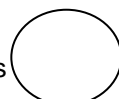
7. **IRREVOCABILITY:** This Offer shall be irrevocable by the Purchaser until 4:30 p.m. on the day of \_\_\_\_\_, 2017, after which time, if not accepted, this Offer shall be null and void and the deposit shall be returned to the Purchaser in full without interest.

8. **COMPLETION DATE:** This Agreement shall be completed by no later than 4:30 p.m. on the day of \_\_\_\_\_, 2017, or such other date as may be agreed to by the parties in writing. Upon completion, vacant possession of the property shall be given to the Purchaser unless otherwise provided for in this Agreement.

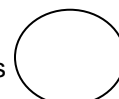
9. **TITLE SEARCH:** Purchaser shall be allowed until 6:00 p.m. on the 5<sup>th</sup> day before closing (Requisition Date) to examine the title to the property at his own expense and to satisfy himself there are no outstanding work orders or deficiency notices affecting the property.

10. **FUTURE USE:** The Purchaser acknowledges and agrees that the Vendor has made no representation or warranty of any kind that the future intended use of the property by the Purchaser is or will be lawful.

Purchaser(s)' initials



Vendor(s)' initials



11. **TITLE:** Provided that the title to the property is good and free from all encumbrances except as aforesaid and except for any registered restrictions or covenants that run with the land providing that such are complied with and except for any easements to public utilities. If within the time allowed for examining the title any valid objection to title, which Vendor is unable or unwilling to remove, remedy or satisfy and which Purchaser will not waive, notwithstanding any intermediate act or negotiations in respect of such objections, this Agreement shall be at an end and all monies theretofore paid shall be returned without interest or deduction and Vendor shall not be liable for any costs or damages. The Purchaser's only right and remedy shall be such right of termination. Save as to any valid objection so made by such day and except for any objection going to the root of the title the Purchaser shall be conclusively deemed to have accepted Vendor's title to the property.

12. **ELECTRONIC REGISTRATION:** Where the transaction will be completed by electronic registration pursuant to Part III of the *Land Registration Reform Act*, R.S.O. 1990, Chapter L4, and any amendments thereto, each of the parties shall retain a lawyer to act on its behalf. The Vendor and Purchaser acknowledge and agree that the exchange of closing funds, non-registrable documents and other items (the 'Requisite Deliveries') and the release thereof to the Vendor and Purchaser will (a) not occur at the same time as the registration of the transfer/deed (and any other documents intended to be registered in connection with the completion of this transaction) and (b) be subject to conditions whereby the lawyer(s) receiving any of the Requisite Deliveries will be required to hold same in trust and to release same except in accordance with the terms of a document registration agreement between the said lawyers, the form of which is as recommended from time to time by the Law Society of 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.

13. **DOCUMENTS AND DISCHARGE:** Purchaser shall not call for the production of any title deed, abstract, survey or other evidence of title to the property except such as are in the possession or control of Vendor.

14. **INSPECTION:** Purchaser acknowledges having had the opportunity to inspect the property and understands that upon acceptance of this Offer there shall be a binding agreement of purchase and sale between Purchaser and Vendor.

15. **PLANNING ACT:** This Agreement is subject to compliance with the *Planning Act*, R.S.O. 1990, c. P.13. The Purchaser shall not call upon the Vendor and neither the Vendor nor the Vendor's solicitor shall be required to complete Planning Act Statements in the electronic Transfer/Deed of Land.

16. **DOCUMENT PREPARATION:** The Transfer / Deed shall save for the Land Transfer Tax Affidavit be prepared in registerable form at the expense of the Vendor. All registration costs and other costs associated with effecting the transfer pursuant to this agreement shall be borne by the Purchaser.

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

18. **TENDER:** Any tender of documents or money hereunder may be made upon Vendor or Purchaser or their respective lawyers on the day set for completion. Money may be tendered by bank draft or cheque certified by a Chartered Bank, Trust Company, Province of Ontario Savings Office, Credit Union or Caisse Populaire.

19. **AGREEMENT IN WRITING:** If there is conflict or discrepancy between any provision added to this Agreement (including any Schedule attached hereto) and any provision in the standard pre-set portion hereof, the added provision shall supersede the standard pre-set provision to the extent of such conflict or discrepancy. This Agreement including any Schedule attached hereto shall constitute the entire Agreement between Purchaser and Vendor. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein. This Agreement shall be read with all changes of gender or number required by the context.

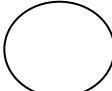
20. **SUCCESSORS AND ASSIGNS:** The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein.

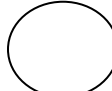
21. **ASSIGNMENT:** This agreement shall not be assigned by the Purchaser without prior written consent of the Vendor, which consent may be refused, or given subject to conditions.

22. **REAL ESTATE COMMISSION:** The Purchaser shall be responsible for any commission to any real estate agent retained by 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.

23. **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.

24. **COUNTERPARTS AND SCANNED SIGNATURES:** This Agreement may be executed in counterparts, each of which shall be deemed to be an original and each of which taken together shall be deemed to constitute one and the same instrument. The Agreement and Counterparts may be executed either in original and delivered or may be signed and scanned in PDF format and forwarded by e-mail or may be signed and forwarded by facsimile from any party and the parties to this Agreement adopt 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.

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 \_\_\_\_\_, 2017.

\_\_\_\_\_  
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 \_\_\_\_\_, 2017, 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 \_\_\_\_\_, 2017.

**CITY OF GREATER SUDBURY**

Per:

\_\_\_\_\_  
Acting Director of Asset 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

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

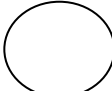
Purchaser's Address for Service: \_\_\_\_\_

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

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

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

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

Purchaser(s)' initials 

Vendor(s)' initials 