



- SELLING INFORMATION -
(THIS IS NOT A TENDER)

Municipal Address:	Not assigned – ALLAN STREET, CONISTON (see attached sketch for location)
Legal Description:	Part of PIN 73560-1199(LT), being Parts 2, 3 and 4 on Plan 53R-19617 part of Lot 6, Concession 3, Township of Neelon, City of Greater Sudbury <i><u>NOTE:</u> The City will be retaining part of PIN 73560-1199(LT), being Part 1 on Plan 53R-19617 for road purposes.</i>
Type of Property:	Vacant land - purchaser(s) must satisfy themselves that a building permit will be available for intended use
Zoning:	RU - Rural
Approximate Size of Site:	7.08 hectares (17.5 acres)
Services Available:	Municipal water and sewer are <u>not</u> available
Taxes:	To be assessed
Survey:	Reference plan of survey 53R-19617 completed October 2011. Copy available upon request.
Development Charges:	Development charges will be payable to the City of Greater Sudbury upon the issuance of a building permit.
Lot Grading / Drainage Plan:	The City of Greater Sudbury may require an engineered lot grading and drainage plan designed to the City's standards upon the issuance of a building permit.
Driveway:	Allan Street is a secondary arterial roadway and driveways are to be strictly regulated and kept to a minimum, as such, a purchaser should be aware that only one entrance will be permitted to the subject property.
Utility Easements:	Prior to closing, the City of Greater Sudbury will transfer an easement over a portion of the Property to Bell Canada and Hydro One for public utility purposes as outlined in the Agreement of Purchase and Sale.
Asking Price:	\$34,900

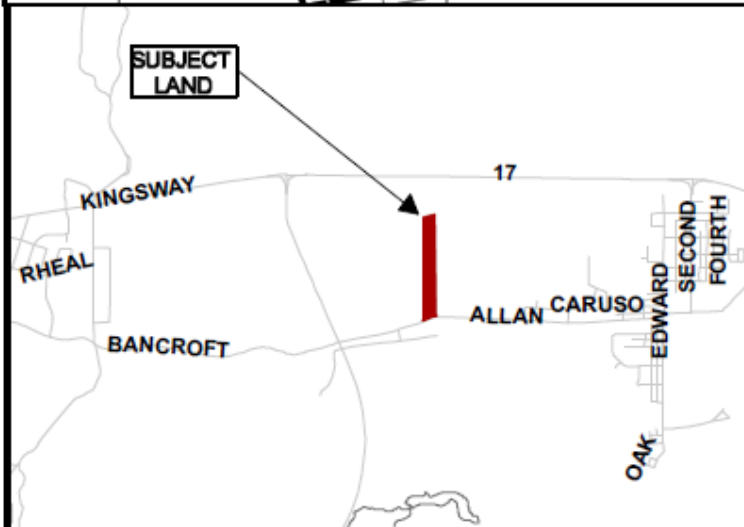
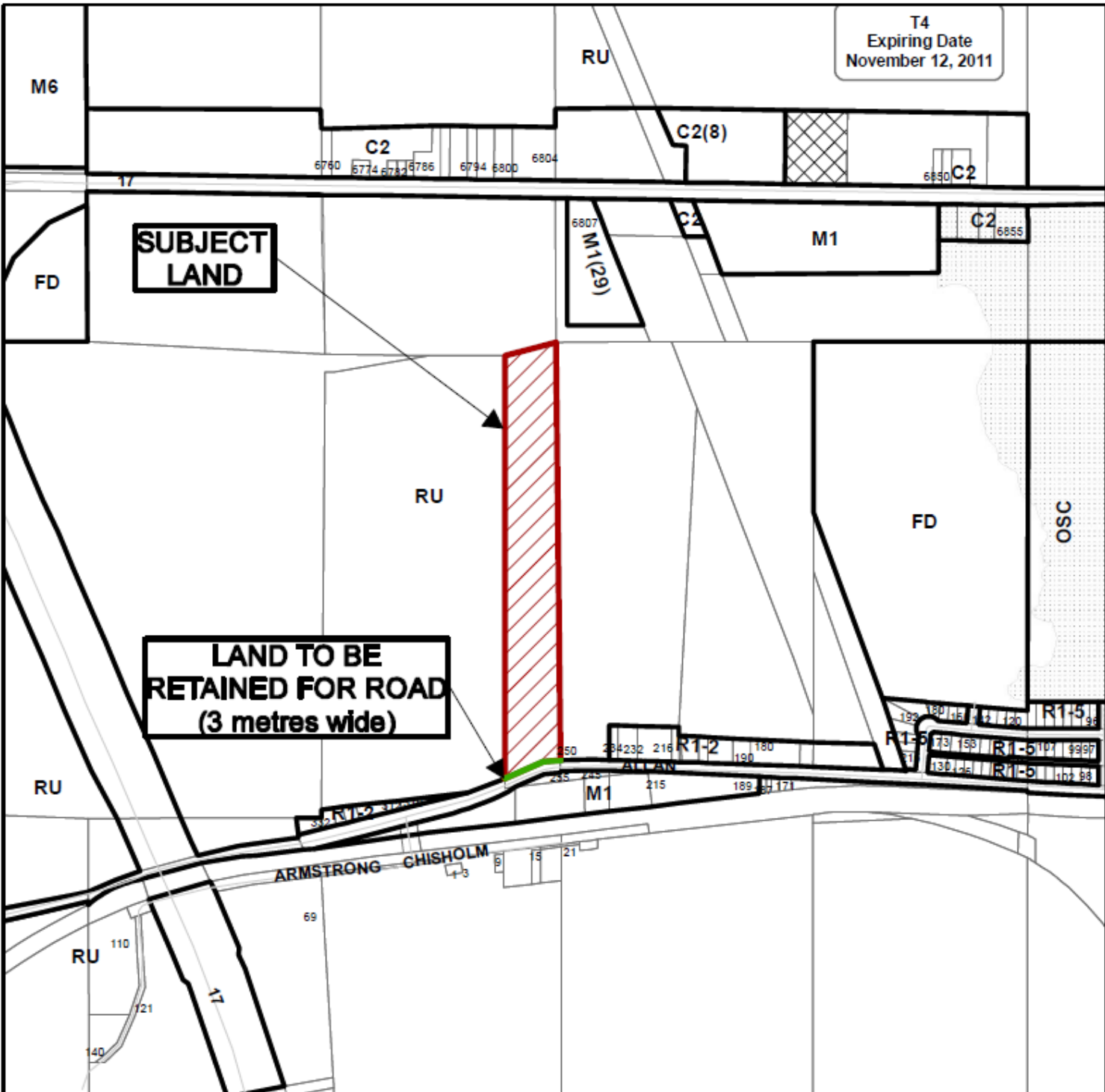
Should you have any questions, please contact City of Greater Sudbury, Real Estate Section, at (705) 674-4455 ext 4373 or email realestate@greatersudbury.ca .

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, PO Box 5000, Stn A, 200 Brady Street, Sudbury, ON P3A 5P3.

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. Any interested party must satisfy itself as to the suitability of the property for its own purposes.

SCHEDULE 'A'

T4
Expiring Date
November 12, 2011



**Allan Street,
Coniston**



PIN 73560-1199 (LT)
part of Lot 6, Concession 3
Township of Neelon
Coniston
City of Greater Sudbury

NTS Date Revised: October 3, 2011

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 on Allan Street, Coniston

being described as:

Part of PIN 73560-1199(LT), being Parts 2, 3 and 4, on Plan 53R-19617, part of Lot 6, Concession 3, Township of Neelon, 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 ----- FIVE HUNDRED ----- 00/100 Dollars (CDN \$ 500.00) cash or 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 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 _____, 20_____. 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 her without interest or deduction and neither party shall have any further obligation to the other respecting this Agreement.

2. 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 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.

3. The Purchaser acknowledges that the City will be retaining part of PIN 73560-1199(LT), described as Part 1 on Plan 53R-19617, for road purposes.

4. It is a condition of the closing that the Purchaser:
(a) accept title to the Property subject to such registered restrictions or covenants that run with the lands; and
(b) accept the Property in an "as is / where is" condition.

5. The Purchaser acknowledges being advised and understands that:
(a) 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;
(b) municipal water and sewer services are NOT available for this Property; and
(c) prior to closing the Vendor will transfer an easement over part of PIN 73560-1199(LT), described as Part 2 on Plan 53R-19617, to Bell Canada and over part of PIN 73560-1199(LT), described as Parts 2 and 4 on Plan 53R-19617 to Hydro One in the utility company's standard form for public utility purposes. All costs related to the registration of the easements are to be borne by the Purchaser. Where such costs are incurred by the Vendor, the Vendor may adjust for such costs on the Statement of Adjustments.

6. **IRREVOCABILITY:** This Offer shall be irrevocable by the Purchaser until 4:30 p.m. on the day of _____, 20_____, 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.

7. **COMPLETION DATE:** This Agreement shall be completed by no later than 4:30 p.m. on the day of _____, 20_____, 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.

8. **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.

9. **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.

10. **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.

11. **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.

12. **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.

13. **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.

14. **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.

15. **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.

16. **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.

17. **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.

18. **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.

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

20. **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.

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

22. **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.

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 _____, 20____.


Per:

Print Name, Title

Print Name, Title

I/We have authority to bind the corporation.

Purchaser(s)' initials 

Vendor(s)' initials 

INDIVIDUAL(S) SIGNING CLAUSE:

IN WITNESS whereof the Purchaser has signed this Agreement

DATED at Sudbury this _____ day of _____, 20____, in the presence of

Witness:

Purchaser(s):

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 _____, 20____.

CITY OF GREATER SUDBURY

Per:

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) 674-4455 ext. 4373
FAX: N/A

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


Purchaser's Address: _____

Tel No. (705) _____ FAX: (705) _____

Purchaser's Lawyer: _____

Address: _____

Tel No. (705) _____ FAX: (705) _____

Purchaser(s)' initials 

Vendor(s)' initials 