Minute No. 505
Report - Standing Policy Committee on Property and Development - July 5, 2005

Item No. 25 Sale of a Portion of Lagimodière Boulevard south of Almey Avenue
File FI-2.4(33)

EXECUTIVE POLICY COMMITTEE RECOMMENDATION:

The Executive Policy Committee concurred in the recommendation of the Standing Policy Committee on Property and Development and submits the following to Council:

1. That the City acquire, by way of dedication, at no cost to the City, on demand and free and clear of all encumbrances, for road opening/widening purposes that portion of Almey Avenue shown outlined on Misc. Plan No. 12363/6.

2. That the Proper Officers of the City be authorized to do all things necessary to implement the intent of the foregoing.

Report – Standing Policy Committee on Property and Development – July 5, 2005

DECISION MAKING HISTORY:

Moved by Councillor De Smedt,
That the recommendation of the Standing Policy Committee on Property and Development be concurred in and forwarded to Council.

Carried

STANDING COMMITTEE RECOMMENDATION:

On July 5, 2005, the Standing Policy Committee on Property and Development recommended to the Executive Policy Committee and Council that the City acquire, by way of dedication, at no cost to the City, on demand and free and clear of all encumbrances, for road opening/widening purposes that portion of Almey Avenue shown outlined on Misc. Plan No. 12363/6.

STANDING COMMITTEE DECISION:

On July 5, 2005, the Standing Policy Committee on Property and Development concurred in the administrative recommendation.

Re: **Proposed Sale of a Portion of Lagimodière Boulevard South of Almey Avenue**
East Kildonan - Transcona Community
Transcona Ward

For submission to: **The Standing Policy Committee on Property and Development**

Original report signed by: **Director of Planning, Property and Development**

Report date: June 27, 2005

Recommendation(s):

1. That the proposed sale of that portion of Lagimodiere Boulevard shown hatched on the attached Misc. Plan No. 12363/6 to 3801233 Manitoba Ltd be approved at a price of $6,400.00, and in accordance with the terms and conditions of the attached Offer to Purchase dated June 1, 2005, and subject to Council's adoption and enactment of the proposed closing By-law.
2. That the proper officers of the City be authorized to do all things necessary to implement the intent of the foregoing.

REPORT SUMMARY

Key Issues:

- The Planning, Property and Development Department is in receipt of an Offer to Purchase the portion of Lagimodiere Boulevard shown as "Proposed Closing and Sale" on Misc. Plan No. 12363/6.
- The Planning, Property and Development Department recommends that the sale of that portion of Lagimodiere Boulevard to 3801233 Manitoba Ltd. be approved in accordance with the terms and conditions of the attached Offer to Purchase dated June 1, 2005.

Implications of the Recommendation(s):

General implications:

X	**None**
	For the organization overall and/or for other departments
	For the community and/or organizations external to the City of Winnipeg
	Involves a multi-year contract

Comment(s):

-

Policy implications:

X	**No**
	Yes

Comment(s):

-

Environmental implications:

X	**No**
	Yes

Comment(s):

The Real Estate Division has not conducted an Environmental Site Assessment (ESA) on this property. In accordance with the Sales and Purchase Agreement, the Purchaser will have an opportunity to conduct its own ESA, at its own cost.

Human resources implications:

X	**No**
	Yes

Comment(s):

-

Financial implications:

X	**Within approved current and/or capital budget**
	Current and/or capital budget adjustment required

Comment(s):

-

REASON FOR THE REPORT:

The Planning, Property and Development Department is in receipt of an Offer to Purchase for a portion of Lagimodiere Boulevard. Standing Policy Committee on Property and Development approval is required.

HISTORY:

In September of 2004, the Planning, Property and Development Department received a request from Chartier and Associates Inc. to purchase the portions of Ravelston Avenue West and Lagimodière Boulevard shown shaded and identified as "Proposed Closing" on the attached Misc. Plan No. 12363/4. Chartier and Associates intended to incorporate the portion of Lagimodière Boulevard and the north half of the shaded portion of Ravelston Avenue West into the planned commercial development of the property at the south east corner of Lagimodière Boulevard and Almey Avenue. The south half of the shaded portion of Ravelston Avenue West was to be conveyed to the adjoining property owner. The configuration of the closing would have allowed the property owner to the south access to his property through the proposed turnaround shown on Misc. Plan 12363/4.

The Applicant subsequently withdrew the request to close part of Ravelston Avenue West and submitted an application for the closing of part of Lagimodière Boulevard only, as shown on the attached Misc. Plan No. 12363/6. A separate application for the closing of Ravelstone Avenue West will be made in the future.

On June 7, 2005, the Standing Policy Committee on Property and Development concurred in the recommendation of the East Kildonan / Transcona Community Committee and recommended the following to Council:

1. *"That the street closing shown on Misc. Plan No. 12363/6 be approved and the land declared surplus to the City's needs.*
2. *That the City Solicitor/Manager of Legal Services be instructed to prepare the necessary by-law for submission to Council to effect the closing in accordance with Misc. Plan No. 12363/6, subject to the approval of the Standing Policy Committee on Property and Development of the terms and conditions of the conveyance of the land.*
3. *That the Proper Officers of the City be authorized to do all things necessary to implement the intent of the foregoing."*

DISCUSSION:

The Planning, Property and Development Department is in receipt of an Offer to Purchase the portion of Lagimodiere Boulevard shown as "Proposed Closing and Sale" on Misc. Plan No. 12363/6. Details of the Offer are as follows:

Location:	East side of Lagimodiere Boulevard, south of Almey Avenue
Size:	681.1m² (±7,331.3 ft²)
Price Offered:	$6,400.00

Market Value:	$6,400.00
Proposed Purchaser:	3801233 Manitoba Ltd. (Sukhdarshan Kaila Jaspalsandhu & Abe Anhang)
Deposit:	$960.00

The sale is subject to Council approval of the closing by-law under DAC 20/2004. In addition, Purchaser will dedicate to the City on demand, free and clear of all encumbrances, for road opening/widening purposes that portion of Almey Avenue shown outlined on Misc. Plan No. 12363/6 at no cost to the City. The Purchaser agrees to be fully responsible for all costs associated with the plan of survey to effect the dedication.

The Planning, Property and Development Department recommends that the sale of that portion of Lagimodiere Boulevard to 3801233 Manitoba Ltd. be approved for the following reasons:

a) The purchaser will be responsible for all costs related to the closing including necessary closing/opening plans and Plan of Survey.

b) The proposed purchase price of $6,400.00 is supported by an internal appraisal.

c) The property will be placed on the tax roll at the closing of the sale.

Financial Impact Statement

Date: June 17, 2005

Project Name:

Proposed Closing and Sale of Part of Lagimodière Boulevard South of Almey Avenue

First Year of Program 2005

	2005	2006	2007	2008	2009
Capital					
Capital Expenditures Required	$ -	$ -	$ -	$ -	$ -
Less: Existing Budgeted Costs	-	-	-	-	-
Additional Capital Budget Required	$ -	$ -	$ -	$ -	$ -
Funding Sources:					
Debt - Internal	$ -	$ -	$ -	$ -	$ -
External	-	-	-	-	-
Grants (Identify)	-	-	-	-	-
Reserves, Equity, Surplus, Other	-	-	-	-	-
Total Funding	$ -	$ -	$ -	$ -	$ -
Total Additional Capital Budget Required	$ -				
Total Additional Debt Required	$ -				
Current Expenditures/Revenues					
Direct Costs	$ -	$ -	$ -	$ -	$ -
Less: Incremental Revenue/Recovery	6,441	123	123	123	123
Net Cost/(Benefit)	$ (6,441)	$ (123)	$ (123)	$ (123)	$ (123)
Less: Existing Budget Amounts	-	-	-	-	-
Net Budget Adjustment Required	$ (6,441)	$ (123)	$ (123)	$ (123)	$ (123)

Additional Comments:

Proceeds of sale equal to $6,400 will be credited to the Land Operating Reserve. Incremental municipal property tax revenue of $41 in 2005 (assumes parcels added to the tax roll effective Sept. 1/05) and annual tax revenues of $123 from 2006 onward will be credited to the General Revenue Fund. Note that the estimate of taxation revenue is based on the assessed value equalling the purchase price and the portioning and mill rates remaining unchanged at 65% and 0.029686 respectively.

"Original signed by"
Mike McGinn, CA
Manager of Finance

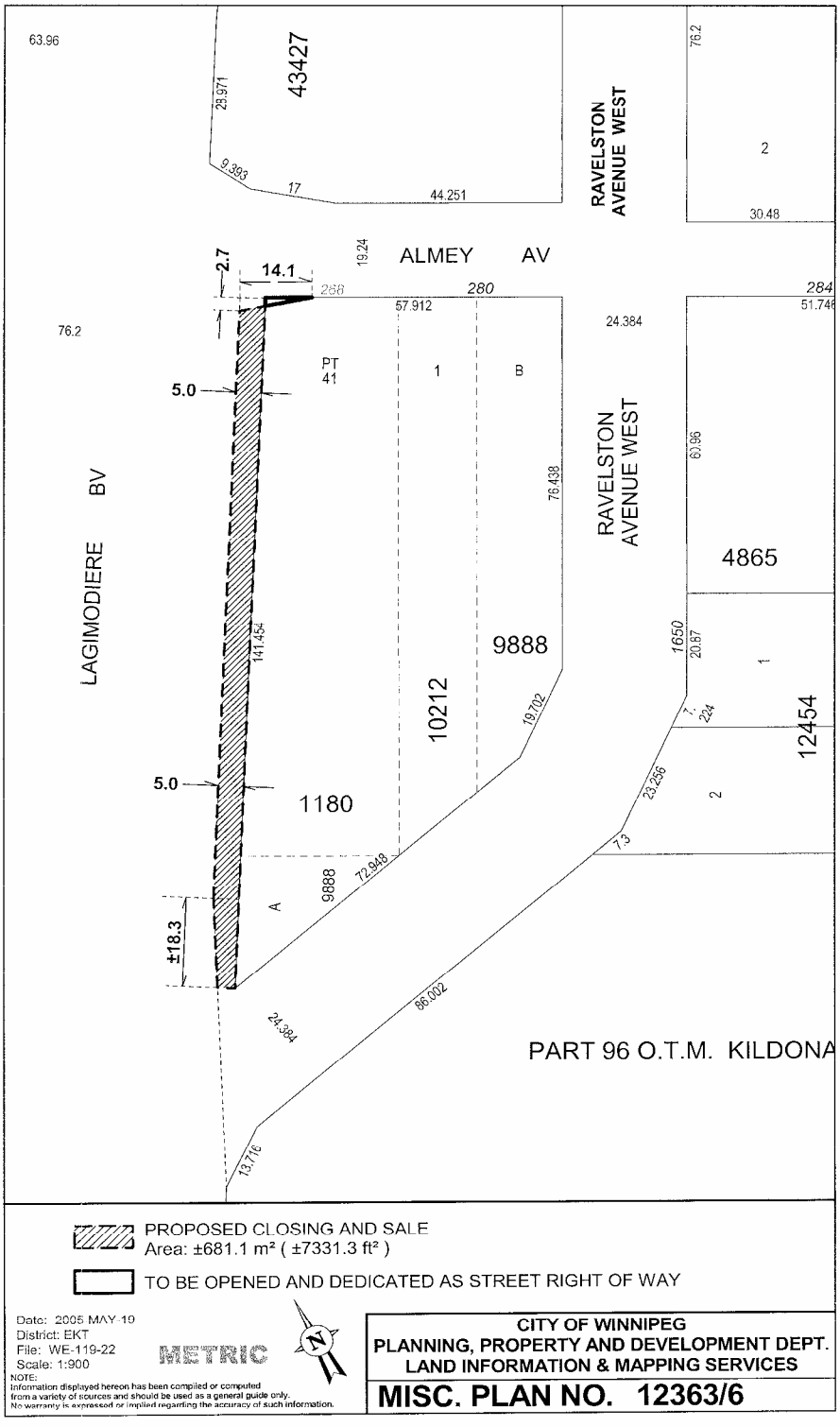
IN PREPARING THIS REPORT, THERE WAS CONSULTATION WITH AND CONCURRENCE BY:

No consultation was required in the preparation of this report.

THIS REPORT SUBMITTED BY:

Planning, Property and Development Department
Division: Real Estate
Prepared by: Gerry Anderson
PPD File #: WE-119-22

Document name: o:\reports directive\real estate\sales\(ga)closing and sale of a portion of lagimodiere.doc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ALMEY AV
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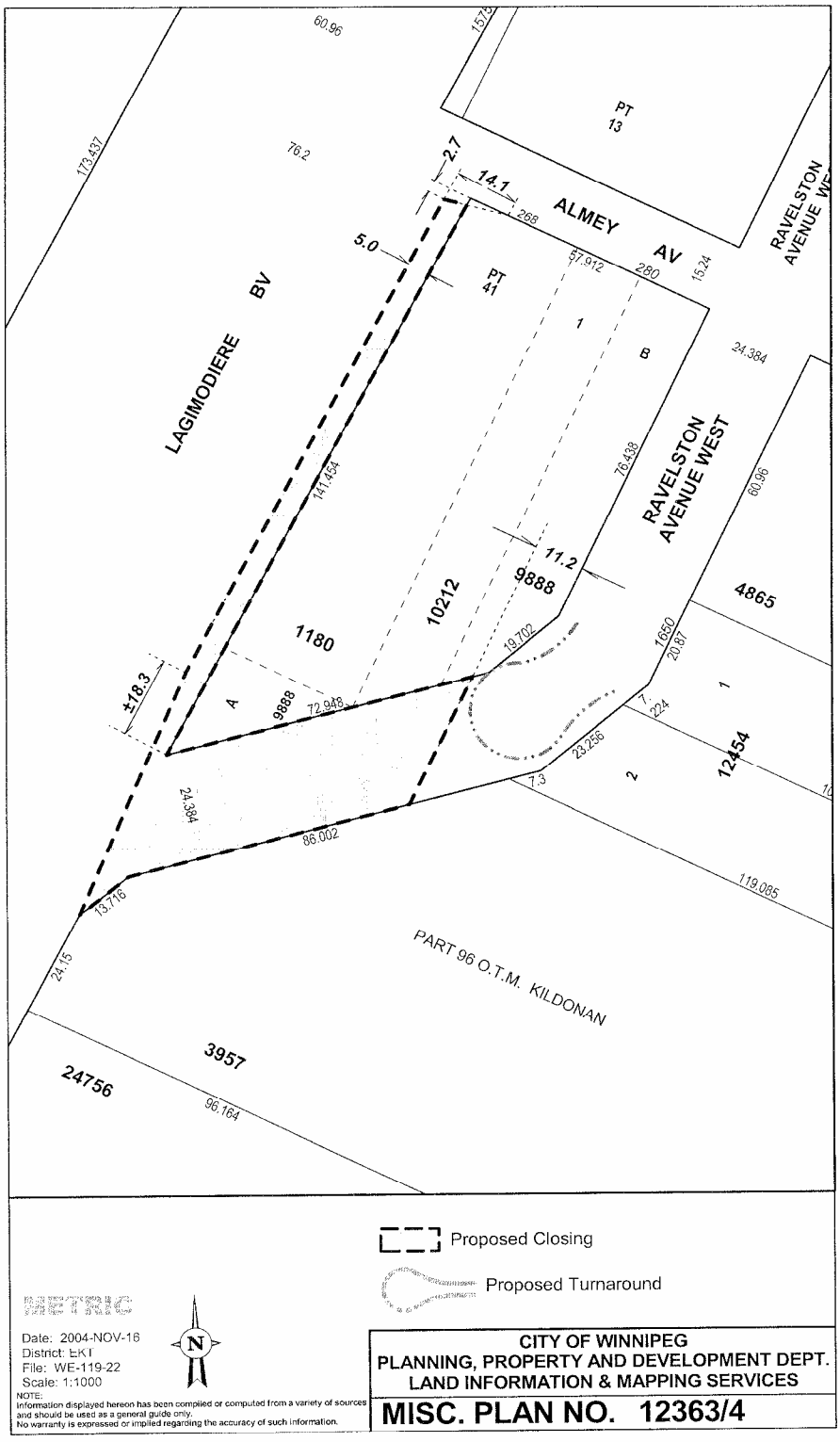
PART 96 O.T.M. KILDONA
13.716
PROPOSED CLOSING AND SALE
Area: ±681.1 m² (±7331.3 ft²)
TO BE OPENED AND DEDICATED AS STREET RIGHT OF WAY
Date: 2005 MAY 19
District: EKT
File: WE-119-22
Scale: 1:900
METRIC
NOTE:
Information displayed hereon has been compiled or computed from a variety of sources and should be used as a general guide only. No warranty is expressed or implied regarding the accuracy of such information.
CITY OF WINNIPEG
PLANNING, PROPERTY AND DEVELOPMENT DEPT.
LAND INFORMATION & MAPPING SERVICES
MISC. PLAN NO. 12363/6



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23.256
12454
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86.002
119.085
13.716
24.15
PART 96 O.T.M. KILDONAN
3957
24756
96.164
Proposed Closing
Proposed Turnaround
METRIC
Date: 2004-NOV-16
District: EKT
File: WE-119-22
Scale: 1:1000
N
NOTE:
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CITY OF WINNIPEG
PLANNING, PROPERTY AND DEVELOPMENT DEPT.
LAND INFORMATION & MAPPING SERVICES
MISC. PLAN NO. 12363/4

File No: WE-119-22

INDUSTRIAL/COMMERCIAL

OFFER TO PURCHASE

The Undersigned (hereinafter called "the Purchaser") hereby offers to purchase from The City of Winnipeg (the "City") the following lands: -

The lands shown as proposed closing and sale on Misc. Plan No. 12363/6

(hereinafter called the "lands")

for the sum of $6,400.00 cash, and upon the following terms and conditions:

1. (1) Attached to this Offer is the Purchaser's certified cheque payable to "The City of Winnipeg" in the amount of $960.00, and represents an amount equal to fifteen (15%) percent of the purchase price which the Purchaser tenders by way of deposit, and which sum shall be applied to the purchase price if the sale is approved by the City's Standing Policy Committee on Property and Development and/or City Council (in the event that Council approval is required). The Purchaser agrees to pay the balance of the purchase price, interest and adjustments on or before the date of closing.

(2) If the Purchaser fails to pay the balance of the purchase monies, interest and adjustments on or before the date of closing as in sub-clause (1) above provided, the City may, at its option, cancel the sale and retain the deposit as liquidated damages.

2. (1) The date of Closing, Possession and adjustments shall be on or before 120 days from the date of approval of the sale.

(2) The Purchaser agrees to pay as an adjustment an amount equal to the total of such taxes, rates and charges which would have been levied or charged against the Lands as though the Lands had been entered on the assessment rolls of the City as privately owned and subject to taxation, which adjustment shall be calculated from the date of adjustments to and including the last day of the current taxation year.

(3) The Purchaser shall pay interest in lawful money of Canada on all monies remaining outstanding and payable to the City as of the date of adjustments, which interest shall be calculated at the rate per annum equivalent to the prime lending rate in force by the City's Banker at the date of adjustments plus one (1%) percent, computed from the date of adjustments to and including the date all such monies and interest as aforesaid have been fully paid to the City.

3. Goods and Services Tax

(1) The Purchaser agrees to pay to the City all Goods and Services Tax applicable on the sale of the Lands or, if the Purchaser is a registrant under the Goods and Services legislation, the Purchaser shall advise the City in writing of its registration number The Goods and Services Tax is to be paid or the registration number provided to the City on or before the date of closing.

(2) If the Purchaser fails to pay the Goods and Services Tax or fails to provide its registration number as prescribed in sub-clause (1) of this Clause, the Purchaser agrees that all of the Purchaser's rights and interests in respect of the Lands shall, at the City's sole discretion, be fully ended without notice or any formality and all monies paid to the City by the Purchaser shall be retained by the City free from every claim.

4. The Purchaser will obtain possession of the Lands at the Purchaser's own expense.

5. The Purchaser will accept Title to the Lands subject to all exceptions, reservations and encumbrances expressed or implied in the City's Title.

6. The sale of the Lands to the Purchaser shall be subject to the provisions of the By-laws of the City of Winnipeg and all amendments thereto. Furthermore the Purchaser acknowledges and understands that it's proposed use and development of the lands may require applications for rezoning, variances or conditional uses and/or

amendments to Plan Winnipeg, which applications and resulting land dedication charges (if any) are to be at the sole cost and responsibility of the Purchaser.

7. The Purchaser agrees that the City may register and maintain a caveat against the Lands to ensure the performance of the covenants on the part of the Purchaser herein set forth, and the Purchaser agrees to grant and does hereby grant to the City an interest in the Lands according to the tenor of this Offer.

8. Upon closing of the sale, the Purchaser agrees to make application to the City Assessor (in form set out in Exhibit "A" attached) to have the Purchaser's name added to the Assessment Roll of the City as the Real Owner in respect of the Lands.

9. The Purchaser agrees that in the event the Purchaser, at its sole cost, conducts or causes to be conducted an Environmental Site Assessment of the Lands, it shall

(1) ensure that all work done in connection with such Environmental Site Assessment is completed no later than ninety (90) days from the Date of Approval, and

(2) maintain the Lands in safe condition at all times during the conduct of any work done in pursuance of this Clause 9; and

(3) restore the Lands to the same condition as prior to its entering in or upon same in pursuance of this Clause 9; and

(4) indemnify and save harmless the City from and against all damages and claims arising out of or in any way attributable to the conduct of any such Environmental Site Assessment; and

(5) provide copies of any such Environmental Site Assessment of the said Lands to the City for its own use, at no cost to the City, no later than ninety (90) days from the date of approval.

AND in the event it is determined as a result of said Environmental Site Assessment, that contamination levels exceed Provincial Environmental Standards for the intended use of the Lands and documentation to that effect is produced to the City within ninety (90) days following the Date of Approval, the City, at its sole option, shall be entitled to:

take remedial action to bring the contamination levels to within the Provincial Environmental Standards;

OR

cancel the sale and return all monies paid in respect of the proposed sale by the Purchaser to that date, PROVIDED that the Applicant shall have first satisfied all conditions of this Clause 9.

AND FURTHER if the City has not been advised of any non-compliance of the Lands to Provincial Environmental standards within 90 days from the Date of Approval, the Purchaser agrees to complete its purchase as herein contemplated and to indemnify the City against any and all claims arising from or in any way connected with the existence of contaminants of any kind at the Lands.

10 (1) The Purchaser agrees that the sale of the Lands shall be subject to any easement which may be required by a public utility, including, but not limited to the Manitoba Hydro, Manitoba Telephone System, Centra Gas, or The City of Winnipeg, for the maintenance of existing and future facilities together with the right to enter upon the Lands at any time, with or without equipment for said purposes and subject to the owner covenanting not to erect or cause to be erected upon the easement area any building or structure without the prior written consent of the public utility or The City of Winnipeg requiring such easement.

(2) The Purchaser to enter into agreements satisfactory to the said utilities or the City of Winnipeg.

(3) The Purchaser acknowledges that the City may grant the easements before the Transfer of Land issues.

(4) Manitoba Hydro (Centra Gas) has advised that it will require an easement for the maintenance of it's plant in the portion of the street to be closed and sold.

11. The Purchaser acknowledges and agrees that notwithstanding any other terms, conditions or provisions in this agreement that:

(1) the City has given no representations or warranties with respect to the Lands or with respect to the value thereof or with respect to the Purchaser's intended uses or development or redevelopment thereof or with respect to the environmental condition of the Lands;

(2) the Purchaser has inspected or investigated the Lands, the title thereto, the Permitted Encumbrances, any tenancies and all other matters material to the Purchase and the proposed use of the Lands and that it is relying solely upon its own independent inquiries and investigations and the advice of its own consultants and there are no representations, warranties, guarantees, conditions, collateral agreements, covenants and agreements except those expressly set forth herein;

(3) the Purchaser agrees that it is purchasing the Lands on an "as is", "where is" basis, and is purchasing the Lands based entirely on its own examinations without any representation by or on behalf of the City or any agent of the City. The Purchaser acknowledges that it has relied entirely upon its own inspection and investigation with respect to quantity, quality and value of the Lands;

(4) any information supplied to the Purchaser by the City or its agents or representatives is and was supplied without any representation or warranty, and that the responsibility for verification of any such information shall be the responsibility of the Purchaser; and

(5) the Lands are deemed to be taken by the Purchaser at the Purchaser's own risk with all faults and imperfections whatsoever. The Purchaser agrees with the City that the application of "Buyer Beware" shall apply to the offer in the strictest meaning.

(6) The Purchaser will be responsible for all costs of developing the Subject Land including the servicing of the Land;

12. It is further understood and agreed between the parties that:

(a) The Purchaser agrees to be fully responsible for all activities and associated costs to create a Plan of Subdivision and the legal closing and opening of streets and lanes if necessary including:

(i) the cost of preparation and registration of the subdivision, easement and closing plans;

(ii) any and all costs associated with the legal and physical closing and opening; and

(b) The Purchaser will be responsible for all costs of developing the Subject Land including the servicing of the Land;

(c) The Purchaser will be acquiring the Subject Land in an "as-is, where-is" condition and has satisfied itself as to soil conditions zoning, access and environmental concerns;

(d) The Purchaser will be responsible for any and all costs associated with applications related to zoning, variances and conditional uses including application and processing costs and the payment of any dedication fees owing;

(e) The sale is subject to approval of the closing by-law under application DAC20/04.

(f) The Purchaser and the City shall each pay their own legal and other consultant's fees with respect to this sale

13. It is understood and agreed that the Purchaser will dedicate to the City on demand, free and clear of all encumbrances, for road opening / widening purposes the lands shown as "To be opened and dedicated as street right of way" on Misc. Plan No. 12363/6 at no cost to the City. The Purchaser agrees to be fully responsible for all costs associated with the plan of survey to effect the dedication.

14. . In consideration of the sale of the lands by the City to the Purchaser, the Purchaser covenants and agrees as follows:

The Purchaser shall at its sole cost, effort and expense, do all things as are necessary, including but not limited to causing to be prepared and registered at the Winnipeg Land Titles Office, such documentation as may be required to ensure that the lands to be conveyed by the City and the Purchaser's adjoining property legally described as part lot 41 plan 1180 (herein called the "Purchaser's adjoining property") are consolidated so as to constitute a single and indivisible parcel. The Purchaser does hereby acknowledge that in complying with this obligation it may be required to arrange for the discharge and re-registration of existing encumbrances against the Purchaser's adjoining property.

15. Time shall be of the essence of this Offer.

16. The Purchaser will not file any caveat or other encumbrance against the Lands before the transfer of the lands to the Purchaser.

17. The word "Purchaser" shall have a plural meaning in the event that more than one party is making this offer, and the masculine shall mean the feminine or neuter as the case may be.

18. The Purchaser is hereby advised that soil conditions in Winnipeg are of the glacial till variety which are composed of Lacustrine Clays with Silt Intrusions. The Purchaser shall be responsible for any increased costs of development due to this random stratification.

19. The Purchaser acknowledges and agrees that sale of the Lands by the City is subject to the approval of City Council or its delegated authority.

20. The full, true and correct name of the Purchaser is as follows: -

3801233 MANITOBA LTD. c/o 2 - 570 PORTAGE AVENUE, WINNIPEG, MANITOBA R3C 0G4
Name (Please Print) Address

Purchaser's Registration No. (G.S.T.) 899263024 RT0001

IN WITNESS WHEREOF the Purchaser has signed this document in

Winnipeg, Manitoba, this 1st day of June 2005

3801233 MANITOBA LTD.

Marcel Chartier
Witness

PRESIDENT
Authorized Signature

ABE ANHANG, PRESIDENT
Name and Title of Authorized Signature (Please print)

_____ _____

Witness Authorized Signature

_____

Name and Title of Authorized Signature (Please print)

ACCEPTED this _____day of _____, A.D., 2005

THE CITY OF WINNIPEG

Per:_____

DIRECTOR

Planning,Property and Development Department

:Approved

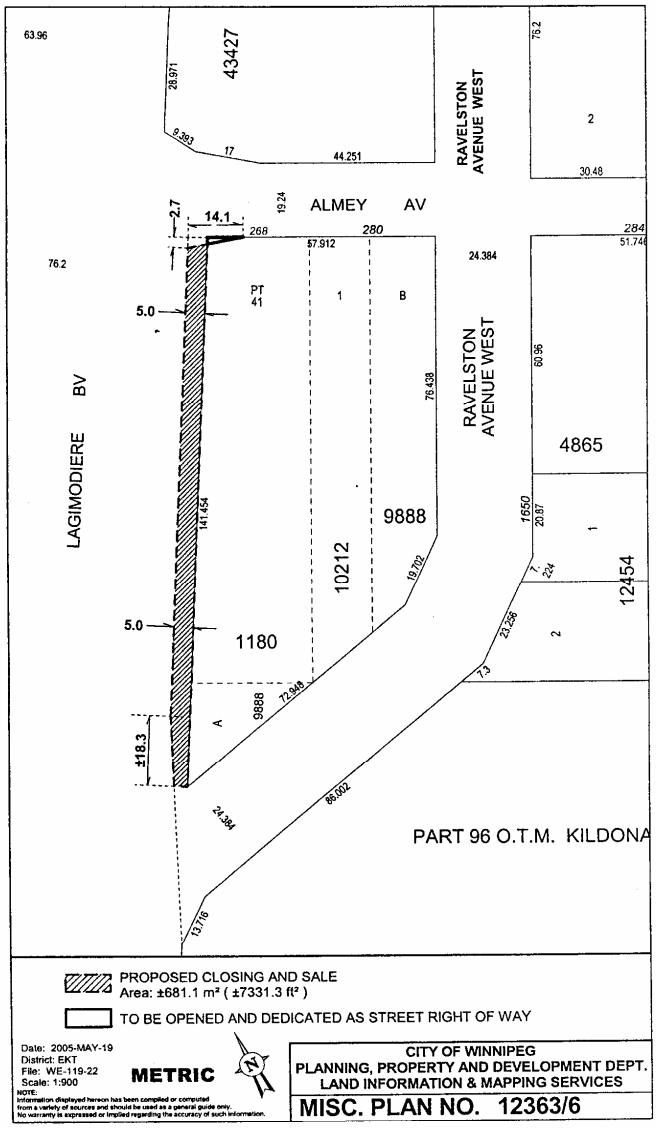
_____

Planning Property and Development Department

Certified as to form:

_____

for City Solicitor/Manager of Legal Services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PART 96 O.T.M. KILDONA
PROPOSED CLOSING AND SALE
Area: ±681.1 m² (±7331.3 ft²)
TO BE OPENED AND DEDICATED AS STREET RIGHT OF WAY
Date: 2005-MAY-19
District: EKT
File: WE-119-22
Scale: 1:900
METRIC
CITY OF WINNIPEG
PLANNING, PROPERTY AND DEVELOPMENT DEPT.
LAND INFORMATION & MAPPING SERVICES
MISC. PLAN NO. 12363/6

EXHIBIT "A"

Real Owner Application

To the City Assessor

(Name of Municipality) Roll No. _____

1. I/We _____
(Print Full Name)

request that my/our name(s) appear in the Assessment Roll of the City of Winnipeg in respect to the following property, pursuant to Section 12(1) of "The Municipal Assessment Act", Cap. M 226 S.M..

2. Description of Properties: (Give description of all property in respect of which you wish your name to appear).

Part of Lot or Section	Lot or Section	Block or Township	Range	Interest in Property

DRAFT

3. Mailing Address _____
4. Place of Residence _____
5. Name and Address of Registered Owner _____
(Print)

_____
(Print)

6. Description of building on property:

Dwellings _____

Other Buildings _____

7. Date of Purchase _____ 8. Purchase Price _____

Date: _____ 2003 _ _____
(Signature of Applicant)

Office of the City Assessor
The City of Winnipeg _____
(Signature of Registered Owner)