Minute No. 615
Report - Standing Policy Committee on Property and Development - July 5, 2005

Item No. 26 **Sale and Exchange - part of Barnes Street (Proposed to be Closed) for Land Owned by Fairfield Properties Ltd. - southwest corner of Comdale Avenue and Shore Street**
File FI-2.4(35)

COUNCIL DECISION:

Council concurred in the recommendation of the Standing Policy Committee on Property and Development and adopted the following:

1. That Council rescind that portion of the July 21, 2004 decision requiring the adjacent owner to consolidate the closed property with their existing title in this instance.

2. That the sale and exchange of lands between the City and Warren Earl of Fairfield Properties Ltd. be approved as follows:

   A. Fairfield Properties Ltd. to receive title to Parcels A and B shown as "Proposed Closing" on Misc. Plan No. 12257/1, subject to Council's enactment of the necessary closing by-law.

   B. The City to receive title to the Fairfield Properties Ltd property identified as "Proposed Opening" on Misc. Plan No. 11946/2 and $5,250.00, all in accordance with the terms and conditions of the Offer to Purchase dated June 10, 2005, and subject to such additional terms and conditions that the Director of Planning, Property and Development and the City Solicitor/Manager of Legal Services consider necessary to protect the interest of the City.

3. 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 adopted by consent.

Carried

EXECUTIVE POLICY COMMITTEE RECOMMENDATION:

On July 20, 2005, the Executive Policy Committee concurred in the recommendation of the Standing Policy Committee on Property and Development and submitted the matter to Council.

STANDING COMMITTEE RECOMMENDATION:

On July 5, 2005, the Standing Policy Committee on Property and Development concurred in the administrative recommendation and submitted the matter to the Executive Policy Committee and Council.

COUNCIL:

On July 21, 2004, Council concurred in the recommendation of the Standing Policy Committee on Property and Development and adopted the following:

1. That the street closing shown on Misc. Plan No. 12199/1 be approved and the land declared surplus to the City's needs.

2. That the adjacent property owners be provided with the right of first refusal with respect to the purchase of said property, at market value, and on condition that the closed property be consolidated with existing titles.

3. 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. 112199/1, subject to the approval of the Standing Policy Committee on Property and Development of the terms and conditions of the conveyance of the land.

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

Re: **Proposed Sale and Exchange of Part of Barnes Street (Proposed to be Closed) for Land Owned by Fairfield Properties Ltd. at the South West Corner of Comdale Avenue and Shore Street**
Riel Community
St. Norbert Ward

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

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

Report date: June 20, 2005

Recommendation(s):

1. That the proposed sale and exchange of lands between the City and Warren Earl of Fairfield Properties Ltd. be approved as follows:

    a) Fairfield Properties Ltd to receive title to Parcels A and B shown as "Proposed Closing" on the attached Misc. Plan No. 12257/1, subject to Council's enactment of the necessary Closing By-Law, and

    b) The City to receive title to the Fairfield Properties Ltd property identified as "Proposed Opening" on Misc. Plan No. 11946/2 and $5,250.00, all in accordance with the terms and conditions of the attached Offer to Purchase dated June 10, 2005, and subject to such additional terms and conditions that the Director of the Planning, Property and Development Department and the City Solicitor/Manager of Legal Services consider necessary to protect the interest of the City.

    c) That Council rescind its July 21, 2004 decision in this instance requiring the adjacent owner to consolidate the closed property with their existing title.

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:

- On July 21, 2004, Council adopted the proposed closings of Barnes Street shown shaded on Misc. Plan No. 12199/1 and that the adjacent property owners be provided with the right of first refusal with respect to the purchase of said property.
- Mr. Earl of Fairfield Properties Ltd. is the adjacent owner of the land at the northwest corner of Comdale Avenue and Barnes Street (proposed to be closed) as shown on the attached Misc. Plan No. 12257/1.

- Prior to commencing with negotiations with Mr. Earl, it became apparent that the City required additional lands at the south end of Shore Street (owned by Mr. Earl) as shown on the attached Misc. Plan No. 11946/2.
- In the interest of both parties, the Department and Mr. Earl entered into negotiations for an exchange of land.
- The Planning, Property and Development Department recommends that the proposed terms of the attached Offer to Purchase dated June 10, 2005, be approved.

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 City's standard terms and conditions of sale include provisions to protect the City's interests in the event that environmental contamination is discovered.

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 a portion of Barnes Street shown shaded on Misc. Plan No. 12257/1. Approval by the Standing Policy Committee on Property and Development is required for the proposed terms and conditions of sale as set out in the attached Offer.

The Department is also seeking Council approval to rescind its July 21, 2004 decision in this instance requiring the adjacent owner to consolidate the closed property with their existing title.

HISTORY:

On October 22, 2003, Council passed By-law 125/2003, a by-law establishing the Fairfield Park Local Improvement District to allow for the servicing of the neighbourhood to proceed as a Local Improvement in 2004 and subsequent years.

In the course of reviewing the neighbourhood's needs in conjunction with establishing the Local Improvement District, the Local Improvement District Committee in consultation with the area property owners recommended that the portions of Barnes Street shown on Misc. Plan No. 12199/1 be closed in order to eliminate the future use of the street as a connection from the Richmond West subdivision to Bison Drive. The portions of the street that will remain open will be used as a public walkway, and to accommodate an existing water main.

On June 14, 2004, the Riel Community Committee concurred in the administrative recommendation, as amended, to the proposed street closing as shown on Misc. Plan No. 12199/1 and to declare the land surplus to the City's needs and that the adjacent property owners be provided with the right of first refusal with respect to the purchase of said property.

On July 9, 2004, the Standing Policy Committee on Property and Development concurred with the Riel Community Committee's recommendation, and recommended to Council that the adjacent property owners be provided with the right of first refusal with respect to the purchase of said property at market value, and on condition that the closed property be consolidated with existing titles. Subsequently, on July 21, 2004 Council adopted the recommendation of the Standing Policy Committee on Property and Development.

DISCUSSION:

Mr. Earl of Fairfield Properties Ltd. is the adjacent owner of the land at the northwest corner of Comdale Avenue and Barnes Street (proposed to be closed) as shown on the attached Misc. Plan No. 12257/1.

Prior to commencing with negotiations with Mr. Earl, it became apparent that the City required additional lands at the south end of Shore Street as shown on the attached Misc. Plan No. 11946/2. A street widening is required to provide sufficient room to construct a needed vehicle

turnaround. Mr. Warren Earl is the owner of the land the City needs to acquire to accommodate the turnaround. In the interest of both parties, the Department and Mr. Earl entered into negotiations for an exchange of land.

The particulars of the proposed sale and exchange of Barnes Street and Shore Street are summarized as follows:

1. **Barnes Street Closing to be transferred to Fairfield Properties Ltd.**

Location:	Northwest corner of Comdale Avenue and Barnes Street
Size:	Parcel A – ±529.2m² (±5,696 sq.ft.) Parcel B – ±49.8m² (±536 sq.ft.)
Price Offered:	$5,250.00 plus area required for the opening at Shore Street (Purchaser to be responsible for share of Local Improvements)
Purchaser:	Mr. Warren Earl of Fairfield Properties Ltd.
Adjustments:	From date of enactment of the By-law.

2. **Land Owned by Fairfield Properties Ltd. to be transferred to the City for Shore Street**

Location:	Southwest corner of Comdale Avenue at Shore Street.
Size:	±375.9m² (±4046.4 sq.ft.)

The Planning, Property and Development Department recommends that the proposed terms of the attached Offer to Purchase dated June 10, 2005, be approved. The Department also recommends the deletion of the consolidation provision, as in this instance Mr. Earl will be including the subject property in his application to subdivide the adjoining vacant property for re-development purposes.

The Planning, Property and Development Department supports the proposed sale/exchange for the following reasons:

1. The sale of these proposed street closings to the adjacent property owners is in keeping with Council Direction.
2. The sale of these lands (once closed) will generate revenue and be placed on the tax roll.
3. The proposed purchase price is supported by an internal appraisal report.
4. The City will acquire a portion of Mr. Earl's land to accommodate a vehicle turnaround.

Financial Impact Statement

Date: June 17, 2005

Project Name: **First Year of Program** 2005

Proposed Sale of a Portion of Barnes Street – Fairfield Properties Ltd.
Riel Community

	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	5,273	70	70	70	70
Net Cost/(Benefit)	$ (5,273)	$ (70)	$ (70)	$ (70)	$ (70)
Less: Existing Budget Amounts	-	-	-	-	-
Net Budget Adjustment Required	$ (5,273)	$ (70)	$ (70)	$ (70)	$ (70)

Additional Comments:

Proceeds of sale equal to $5,250 will be credited to the Land Operating Reserve. Incremental municipal property tax revenue of $23 in 2005 (assumes incremental property added to the tax roll effective Sept. 1/05) and incremental annual tax revenues of $70 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 45% and 0.029686 respectively.

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

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

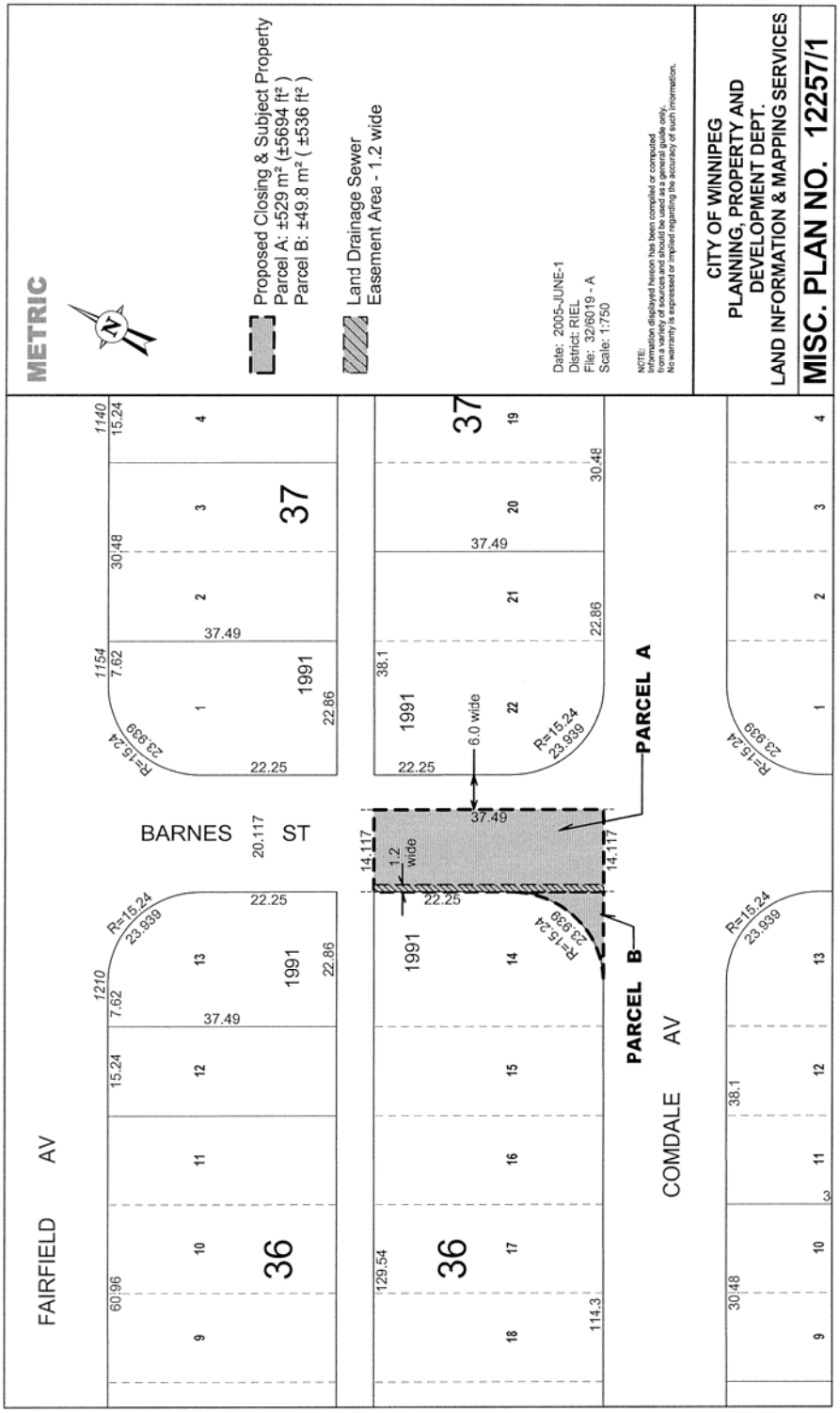
No consultation was required in the preparation of this report.

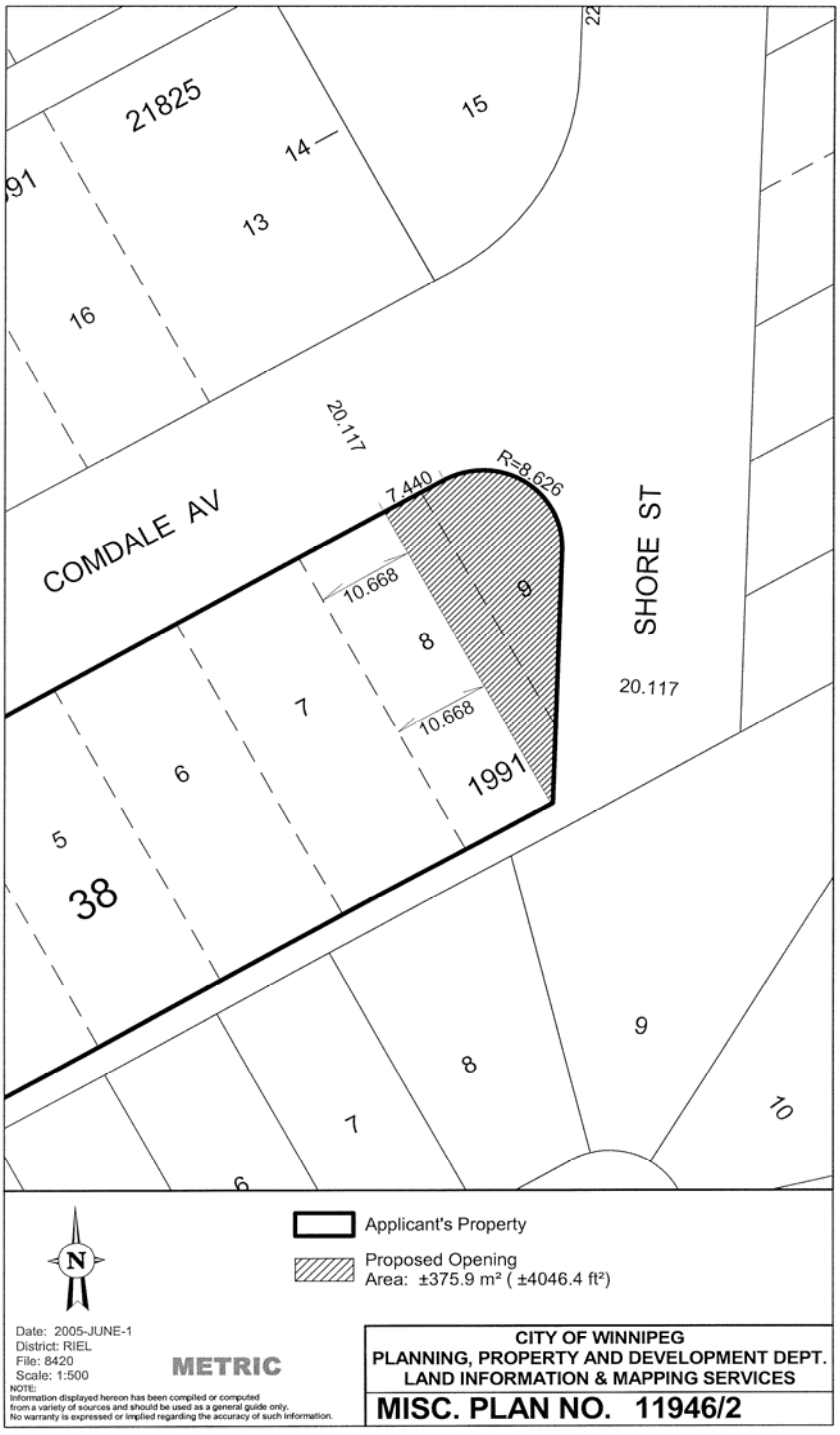
THIS REPORT SUBMITTED BY:

Planning, Property and Development Department
Division: Real Estate Division
Prepared by: Joedi Pruden
PPD File #: 8334 & 8420

Document name: o:\reports directive\real estate\sales\(jp)exchange,barnes.doc


FAIRFIELD AV
BARNES STREET
COMDALE AV
COLEBROOK DR
BARNES STREET
1154
1140
1210
6.0 wide
1991
10.0 wide
36891
31037
12976
Proposed Closings
METRIC
Date: 2004-MAY-13
District: RIEL
File: Not Available
Scale: 1:850
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. 12199/1


METRIC
Proposed Closing & Subject Property
Parcel A: ±529 m² (±5694 ft²)
Parcel B: ±49.8 m² (±536 ft²)
Land Drainage Sewer
Easement Area - 1.2 wide
Date: 2005-JUNE-1
District: RIEL
File: 32/6019 - A
Scale: 1:750
NOTE:
Information displayed hereon has been compiled or computed
from various 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. 12257/1
FAIRFIELD AV
BARNES ST
COMDALE AV
PARCEL A
PARCEL B
1.2 wide
6.0 wide
1991
36
37
R=15.24
23.939
R=15.24
22.25
37.49
14.117
20.117
129.54
114.3
60.96
30.48
38.1
22.86
7.62
15.24


21825
15
14
13
16
91
20.117
COMDALE AV
7.440
R=8.626
SHORE ST
10.668
9
8
20.117
10.668
7
6
1991
5
38
9
8
7
6
10
Applicant's Property
Proposed Opening
Area: ±375.9 m² (±4046.4 ft²)
N
Date: 2005-JUNE-1
District: RIEL
File: 8420
Scale: 1:500
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. 11946/2

Earl
File: 8334

OFFER TO PURCHASE

Subject to Council enactment of the necessary by-law to effect the legal closing of Barnes Avenue, shown as "Proposed Closing" on the attached Misc. Plan 12257, the Undersigned (hereinafter called "the Purchaser") hereby offers to purchase from The City of Winnipeg (the "City"), the following lands: -

Parcels A and B (that portion shown as "Subject Property" on Misc. Plan No. 12257/1, attached hereto) (hereinafter called the "lands").

The Purchaser is the owner of that portion of Lot 8 and Lot 9, Block 38, Plan 1991, shown hatched on Misc. Plan No. 11946/2, attached hereto (hereinafter called "Applicant's Property)

1. In consideration of the City selling to the Purchaser "the Subject Property", the Purchaser agrees as follows:

   A. The Purchaser to transfer or deed to the City, free of all costs, charges and encumbrances, that said portion of Lot 8 and Lot 9, Plan 1991, as shown hatched on Misc. Plan No. 19946/2 identified as Applicant's Property.

   B. The Purchaser to pay to the City the sum of $5,250.00, being the difference in valuation between the Subject Property and the Applicant's Property, this amount payable as follows:

   (1) Attached to this Offer is the Purchaser's certified cheque payable to "The City of Winnipeg" in the amount of $787.50, 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 Council (in the event that Council approval is required) and/or its delegated authority. The Purchaser agrees to pay the balance of the purchase price, interest and adjustments within a period of thirty (30) days from date of the approval of the sale by the City's Standing Policy Committee on Property and Development and/or City Council (in the event that Council approval is required) and/or its delegated authority (the Date of Approval).

   (2) If the Purchaser fails to pay the balance of the purchase monies and adjustments within thirty (30) days 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 for adjustments shall be the Date of Approval.

   (2) The date of closing shall be sixty-one (61) days following the date of adjustments.

   (3) 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.

   (4) 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 within ten (10) days from date of notice of the approval of the sale by the City.

(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, which includes, without limiting the generality of the foregoing, obtaining their own Surveyor's Building Location Certificates, Surveyor's Staking Certificates and Zoning Memorandum and in connection therewith acknowledges and is aware that the City does not provide Declarations of Possession.

5. The Purchaser acknowledges that in submitting this Offer to Purchase, the Purchaser relies entirely upon personal inspection of the lands, independent of any representation made by or on behalf of the City. Any error or discrepancy in the description or in the dimensions of the lands as contained herein shall not entitle the Purchaser to any compensation in respect thereof nor shall it entitle the Purchaser to the cancellation of this Offer to Purchase.

6. It is agreed that no representation, warranty, collateral agreement or condition affecting this offer or the land is expressed herein. The City does not warrant the quality, condition or sufficiency of the lands for any use or purpose. The land are deemed to be taken by the Purchaser in an "as is" condition and at the Purchaser's own risk and 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.

7. All existing improvements (if any) in or on the said lands shall remain as part of the freehold.

8. (1) On October 22, 2003 Council gave final reading to the Fairfield Park Local Improvement District (LID). The LID project is to install a full range of services within the District including a land drainage retention pond, land drainage sewers, wastewater sewers, watermains, concrete pavement, certain boulevards, sidewalks, walkways and underground hydro and telephone. Lot line connections for the district were approved by Council under separate by-laws and are to be installed with the District Services.

(2) Attached to this offer as Schedule "A" are two (2) tables outlining the Estimated Levy Rates for the various levies and The Schedule For Assessment of these Levies.

(3) The Purchaser acknowledges that in purchasing the subject lands that the Purchaser is responsible for the Purchaser's share of payment of the final local improvements as generally laid out in Table 1 of Schedule "A".

9. (1) There are presently no municipal services in the street to service the subject property. These services are scheduled to be installed in 2005 through the Fairfield Park Local Improvement District Project, which services include the installation of lot line connections. The Purchaser acknowledges that no building permit will be issued until such time as all of the municipal services in the adjoining streets have been constructed and installed.

(2) The Purchaser agrees to do the final grading and lay sod on the fronting boulevard and plant a boulevard tree of a type and size and in a location as specified by the City of Winnipeg. Information as to the specifications for the boulevard sod and trees can be obtained by contacting Mr. Dave Balzer of the Land Development Branch at 986-3788.

(3) In addition, should the Purchaser develop the subject property, the Purchaser shall be responsible for the cost and installation of an individual concrete approach.

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

11. The Purchaser agrees that in the event the Purchaser, at its sole cost, conducts or causes to be conducted an Environmental Site Assessment and/or soil testing of the lands, it shall

(1) ensure that all work done in connection with such Environmental Site Assessment and/or soil testing is completed no later than sixty (60) days from the Date of Approval, but in any event, prior to closing;

(2) maintain the lands in safe condition at all times during the conduct of any work done in pursuance of this Clause 11; and

(3) restore the lands to the same condition as prior to its entering in or upon same in pursuance of this Clause 11;

(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/or soil testing; and

(5) provide copies of any such Environmental Site Assessment and/or Report concerning soil testing of the said lands to the City for its own use, at no cost to the City.

AND in the event it is determined as a result of said Environmental Site Assessment and/or soil testing, 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 sixty (60) days following the Date of Approval, but in any event, prior to closing, 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 11.

AND FURTHER if the City has not been advised of any non-compliance of the lands to Provincial Environmental standards within sixty (60) days from the Date of Approval, but in any event, prior to closing, 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.

12. (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 Manitoba Hydro, MTS Allstream Inc., Centra Gas, or The City of Winnipeg, and/or any of their respective successors and/or other utilities, for the maintenance of existing and future facilites 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 utility or The City of Winnipeg requiring such easement, and, without, limiting the geneality of the foregoing the sale of the lands shall be subject to the following easements, namely:

(2) in favour of the City of Winnipeg for the construction and maintenance of a land drainage sewer in the westerly 1.2 metres of the lands.

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

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

Offer to Purchase Page 4

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

(1) ~~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 Lot 14, Block 36, Plan 1991 (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.~~

(2) ~~This agreement shall run with the Lands and the Purchaser's adjoining property and shall bind the Purchaser, its successors and assigns and its successors in title.~~

(3) The Purchaser to pay the applicable Land Titles Office registration fees and Land Transfer Tax in respect thereto.

14. No commission is payable by the City on the sale of the Lands.

15. No current legal survey was made of the property to determine if there are any encroachments from adjoining lands.

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

17. The sale of the lands to the Purchaser shall be subject to the provision of the By-laws of the City of Winnipeg and all amendments thereto. Furthermore, the Purchaser acknowledges and understands that its proposed use and development of the lands may require applications for re-zoning, variances or conditional uses, amendments to Plan Winnipeg, which applications, resulting land dedication charges (if any) are to be at the sole cost and responsibility of the Purchaser.

18. Upon approval of the sale by the City, 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.

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

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

21. 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.

22. The Purchaser agrees that the City may register Caveat/s 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 agreement.

Offer to Purchase Page 5

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

FAIRFIELD PROPERTIES LTD. 85 WIEBE'S DR WPG

Name (Please Print) Address

Purchaser's Registration No. (G.S.T.) 841259344

IN WITNESS WHEREOF the Purchaser has signed this document in

Winnipeg, Manitoba, this 10 day of June, 2005

Witness Purchaser

Witness Purchaser

THE CITY OF WINNIPEG

Per: _____

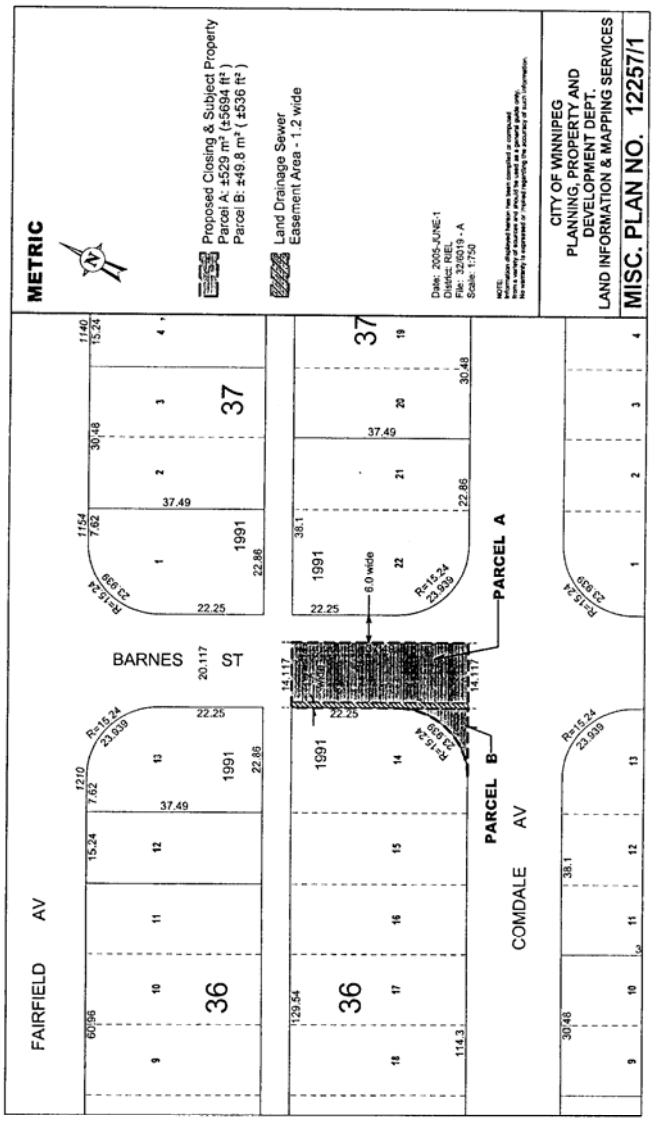
DIRECTOR of Planning, Property and Development

Approved as to details: Approved as to form:

Planning, Property and Development for City Solicitor/Manager of Legal Services

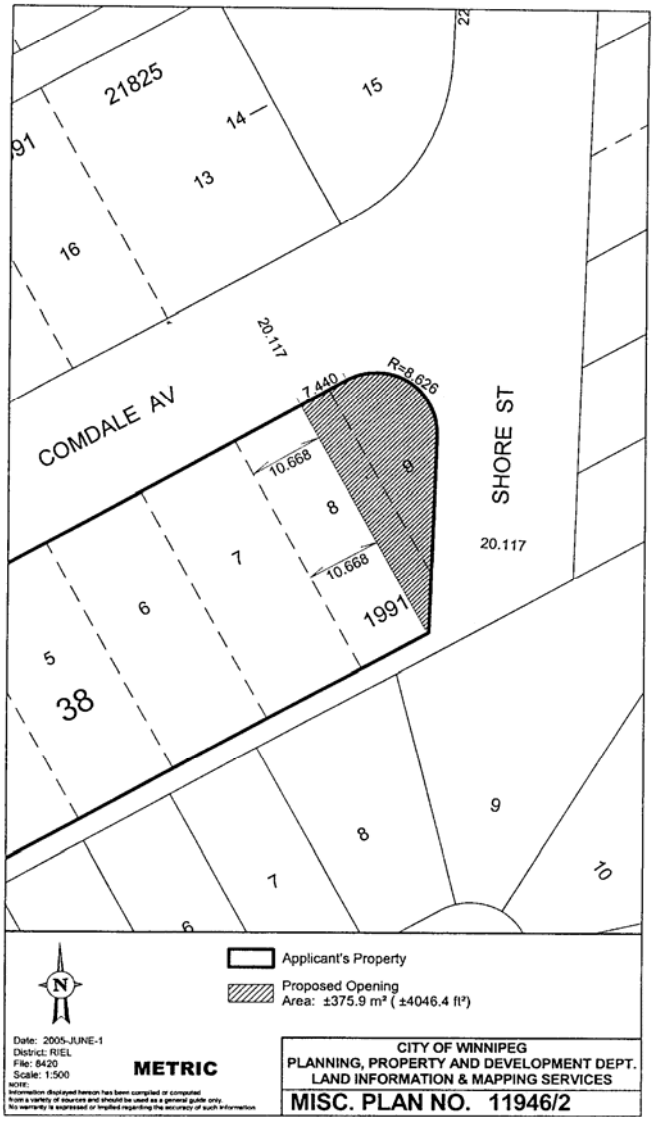
Offer to Purchase

Page 6



Offer to Purchase

Page 7



Offer to Purchase
Exhibit "A"

Page 8

Real Owner Application

_____

To the City Assessor

_____ Roll No. _____

(Name of Municipality)

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	Plan or Range	Interest In Property

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: _____ 19 ____ _____

(Signature of Applicant)

Office of the City Assessor _____

The City of Winnipeg

(Signature of Registered Owner)

TABLE 1

ESTIMATED LEVY RATES*		
Levy	Total Levy Amount if paid in Lump Sum	Annual Levy Rate**
Pond	$0.50/sq. ft.	$0.05/sq. ft.
Stage I	$124.93/fr.ft.	$11.86/fr. ft.
Stage II	$94.78/fr. ft.	$8.99/fr. ft.
Stage III	$127.09/ft. ft.	$12.06/fr. ft.
Stage IV	$91.91/ft. ft.	$8.72/fr. ft.
Lot Line Connections	$3500.00/connection	$332.09/connection

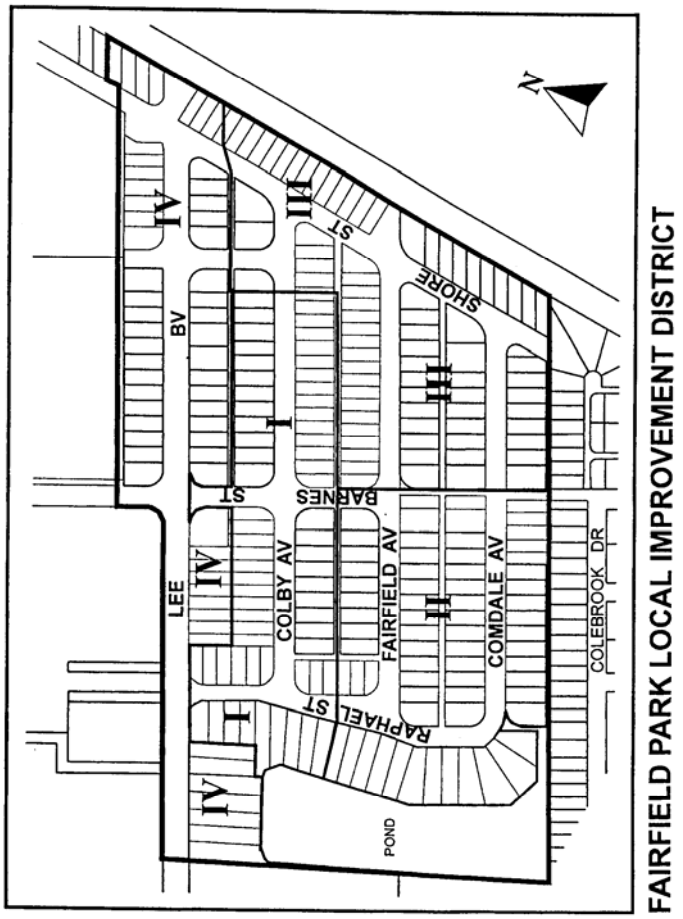
* Final levy amounts will be adjusted based on actual costs
** Based on equal distribution over 25 years

TABLE 2

SCHEDULE FOR ASSESSMENT OF LEVIES			
		Initiation of Levies for Properties In	
Year	Construction	Stage I	Stages II, III and IV
2004 & 2005	Pond & Stage I Services & Lot Line Connections	-	-
2005 & 2006	Stages II, III & IV Services	Levies for Pond, Stage I Services & Lot Line Connections (2006)	-
2007		Plus Levies for Stages II, III & IV Services	Levies for Pond, Stages I, II, III & IV Services & Lot Line Connections

Offer to Purchase

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FAIRFIELD PARK LOCAL IMPROVEMENT DISTRICT