Report - Standing Policy Committee on Property and Development - November 29, 2005

Item No. 34 Sale of Portions of Weatherdon and Grant Avenues and Pembina Highway – MSL Management Ltd.
File DAC 2/2005

STANDING COMMITTEE RECOMMENDATION:

On December 7, 2005, 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 sale of portions of Weatherdon and Grant Avenues and Pembina Highway, shown shaded on Misc. Plan No 12489/2 to MSL Management Ltd., be approved at a price of $225,000.00 in accordance with the terms and conditions of the Offer to Purchase outlined in the report from the Director of Planning, Property and Development dated November 21, 2005, subject to Council's enactment of the proposed closing By-law.

2. That the City acquire, by way of dedication, in accordance with the terms and conditions of the Offer to Purchase outlined in the report from the Director of Planning, Property and Development dated November 21, 2005, the property shown hatched on Misc. Plan No. 12489/2.

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 - November 29, 2005

DECISION MAKING HISTORY:

EXECUTIVE POLICY COMMITTEE RECOMMENDATION:

On December 7, 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 November 29, 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.

Re: **Proposed Sale of portions of Weatherdon Avenue, Grant Avenue and Pembina Highway – MSL Management Ltd.**
City Centre Community
Fort Rouge - East Fort Garry Ward

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

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

Report date: November 21, 2005

Recommendation(s):

1. That the proposed sale of portions of Weatherdon Avenue, Grant Avenue and Pembina Highway, shown shaded on the attached Misc. Plan No 12489/2 to MSL Management Ltd., be approved at a price of $225,000.00, and in accordance with the terms and conditions of the attached Offer to Purchase, and subject to Council's enactment of the proposed closing By-law.
2. That the City acquire, by way of dedication, in accordance with the terms and conditions of the attached Offer to Purchase, the property shown hatched on Misc. Plan No. 12489/2.
3. 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:

- MSL Management Ltd. intends to consolidate those portions of Weatherdon Avenue, Grant Avenue and Pembina Highway shown shaded on the attached Misc. Plan No. 12489/2, with its adjacent lands in order to facilitate the relocation of the beer vendor and other improvements of the hotel site.
- On May 18, 2005, Council adopted the closing of those portions of Weatherdon Avenue, Grant Avenue and Pembina Highway shown shaded on the attached Misc. Plan No. 12489/2.
- The Planning, Property and Development Department are now recommending the approval of the terms and conditions of sale.

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 are in receipt of an Offer to Purchase those portions of Weatherdon Avenue, Grant Avenue and Pembina Highway shown shaded on the attached Misc. Plan No. 12489/2. 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 to Purchase. Council's enactment of the proposed closing and opening by-laws is also required.

HISTORY:

MSL Management Ltd. intends to consolidate those portions of Weatherdon Avenue, Grant Avenue and Pembina Highway shown shaded on the attached Misc. Plan No. 12489/2, with its adjacent lands in order to facilitate the relocation of the beer vendor and other improvements of the hotel site.

On April 5, 2005, the City Centre Community Committee considered and approved an application (DAC 2/2005) to legally close the subject portions of Weatherdon Avenue, Grant Avenue and Pembina Highway. On May 3, 2005, the Standing Policy Committee on Property and Development considered and approved DAC 2/2005. Subsequently, on May 18, 2005, Council adopted the closing of those portions of Weatherdon Avenue, Grant Avenue and Pembina Highway shown shaded on the attached Misc. Plan No. 12489/2.

DISCUSSION:

The Planning, Property and Development Department have determined that there are no City requirements for the subject portions of Weatherdon Avenue, Grant Avenue and Pembina Highway. MSL Management Ltd. has agreed, at its expense, to dedicate to the City a portion of its land (shown as hatched on Misc. Plan No. 12489/2) for a new cul-de-sac turnaround at the proposed westerly terminus of Weatherdon Avenue.

In addition, the Public Works Department requires MSL Management Ltd., at its expense to:

(a) Enter into a Servicing Agreement for the construction of a standard residential type cul-de-sac turnaround at the westerly terminus of Weatherdon Avenue and all related works, all as determined by and to the satisfaction of the Director of Public Works.

(b) Construct a new curb complete with boulevard along the east side of Arbuthnot Street to align with the existing curb.

(c) Construct a solid wood fence along the east and south property limits of No. 711 Weatherdon Avenue.

(d) Provide lightproof fencing and a minimum 10-foot landscape buffer at Arbuthnot Street to accommodate the proposed parking area.

The Planning, Property and Development Department recommends that the sale of the subject portions of Weatherdon Avenue, Grant Avenue and Pembina Highway to MSL Management Ltd. be approved for the following reasons:

a) As a result of Council approving the Purchaser's application (DAC 2/2005), and the fact that the subject property is not developable on its own, the Department supports a direct sale to this particular Purchaser.

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

c) The proposed sale price is supported by an internal appraisal report.

d) The Purchaser will be responsible for all costs related to the construction of the cul-de-sac turnaround and all related works.

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

f) The proposed terms and conditions of sale as recommended by the Department are in accordance with the City's standard terms and conditions and include special items required by the Department (i.e., the purchaser transferring to the City, at its expense, the property required for a cul-de-sac turnaround on Weatherdon Avenue, title to the subject property to be consolidated with the Purchaser's adjacent property, the purchaser to pay all costs related to construction of the new cul-de-sac turnaround).

Financial Impact Statement

Date: November 14, 2005

Project Name:

Proposed sale of part of closed lane N. of Weatherdon Avenue, part of closed Weatherdon Avenue and part of closed Grant Avenue/Pembina Highway

First Year of Program 2006

	2006	2007	2008	2009	2010
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	229,342	4,342	4,342	4,342	4,342
Net Cost/(Benefit)	$ (229,342)	$ (4,342)	$ (4,342)	$ (4,342)	$ (4,342)
Less: Existing Budget Amounts	-	-	-	-	-
Net Budget Adjustment Required	$ (229,342)	$ (4,342)	$ (4,342)	$ (4,342)	$ (4,342)

Additional Comments:

Incremental revenues in 2006 consist of the $225,000 in net proceeds on the disposition of the property plus $4,342 in municipal property tax revenue. Tax revenue has been calculated assuming the assessed value equals the sale proceeds, that the sale closes Jan. 1, 2006, and that the portioning and mill rates remain at 65% and 0.029686 respectively. Revenues in 2007 and beyond are from property taxes, the calculation of which is based on the same assumptions used for 2006. The net proceeds will be credited to the Land Operating Reserve Fund.

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

5450

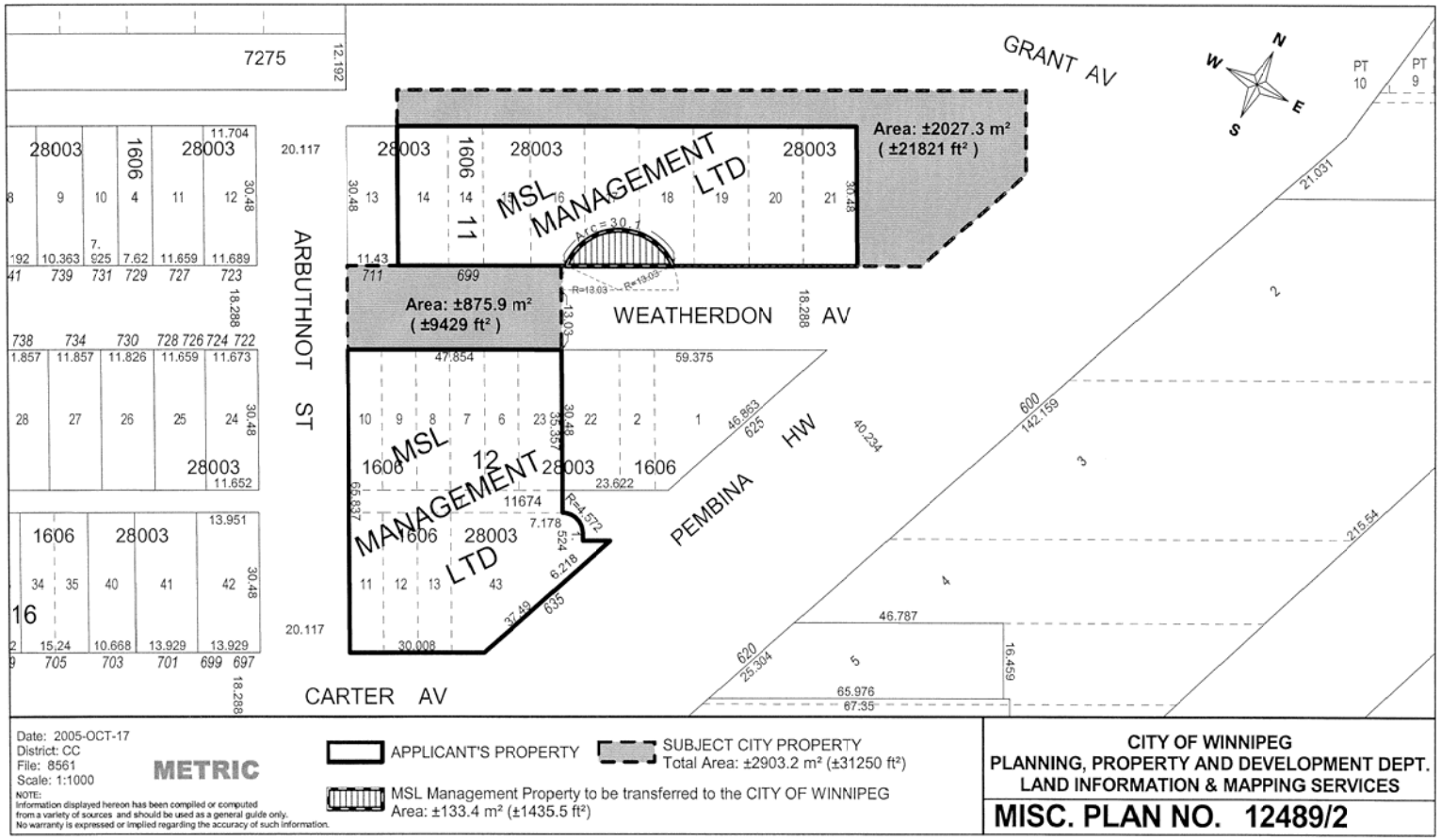
IN PREPARING THIS REPORT, THERE WAS CONSULTATION WITH AND CONCURRENCE BY:

No consultation was required in preparing this report.

THIS REPORT SUBMITTED BY:

Planning, Property and Development Department
Division: Real Estate
Prepared by: Barry Lucyk
PPD File #: 8561

Document name: o:\reports directive\real estate\sales\(bl)mslmanagementltdpembina.doc


GRANT AV
WEATHERDON AV
ARBUTHNOT ST
CARTER AV
PEMBINA HW
MSL MANAGEMENT LTD
Area: ±2027.3 m²
(±21821 ft²)
Area: ±875.9 m²
(±9429 ft²)
7275
PT 10
PT 9
Date: 2005-OCT-17
District: CC
File: 8561
Scale: 1:1000
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.
APPLICANT'S PROPERTY
SUBJECT CITY PROPERTY
Total Area: ±2903.2 m² (±31250 ft²)
MSL Management Property to be transferred to the CITY OF WINNIPEG
Area: ±133.4 m² (±1435.5 ft²)
CITY OF WINNIPEG
PLANNING, PROPERTY AND DEVELOPMENT DEPT.
LAND INFORMATION & MAPPING SERVICES
MISC. PLAN NO. 12489/2

File No: 8561

INDUSTRIAL/COMMERCIAL

OFFER TO PURCHASE

The Undersigned (hereinafter called "the Purchaser") hereby offers to purchase from The City of Winnipeg (the "City"), subject to Council enactment of the necessary By-law to effect the legal closing of the following lands: -

Shown shaded as "Subject City Property" on Misc. Plan No. 12489/2, attached hereto

(hereinafter called the "Lands")

for the sum of $225,000.00 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 $33,750.00, and represents an amount equal to fifteen (15%) 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), herein after called the "Date of Approval". 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 one hundred and twenty (120) days following the Date of Approval or earlier as mutually agreed to.

(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 Tax 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 or the date the balance of monies is paid to the City, whichever is the earlier.

(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 its proposed use and development of the Lands may require applications for re-zoning, variances or conditional uses, 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 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.

9. 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 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/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 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 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 ninety (90) 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 9.

AND FURTHER if the City has not been advised of any non-compliance of the Lands to Provincial Environmental standards within ninety (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 acknowledges that the City is not providing any warranty as to the environmental condition of the Lands.

(2) The Purchaser agrees that it will rely solely upon its own investigations in determining the degree of contamination, if any, existing on and within the Lands and the extent of contamination, if any.

(3) The Purchaser shall indemnify and save harmless the City from and against all claims, costs and damages arising from or in any way connected with the existence of contaminants of any kind in or on the Lands.

(4) It is understood and agreed that the terms, conditions and covenants contained in this Clause 10 shall not merge but shall survive closing.

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.

12. (1) The Purchaser acknowledges and agrees that the sale of the Lands shall be subject to the Purchaser providing and legally opening, at no expense to the City, property required for a standard residential cul-del-sac turnaround at the proposed westerly terminus of Weatherdon Avenue, as set out in Misc. Plan No. 12489/2 attached, to the satisfaction of the Director of Public Works.

(2) The Purchaser acknowledges and agrees that the sale of the Lands shall be subject to the Purchaser entering into a Servicing Agreement for the construction of a standard residential type cul-de-sac turnaround at the westerly terminus of Weatherdon Avenue and all related works, all as determined by and to the satisfaction of the Director of Public Works.

(3) The Purchaser acknowledges and agrees that the Purchaser, at its sole cost, effort and expense, shall:

(i) construct a new curb complete with boulevard along the east side of Arbuthnot Street to align with the existing curb, and

(ii) construct a solid wood fence along the east property line of No. 711 Weatherdon Avenue and extending across the public lane, and

(iii) construct a solid wood fence along the south property line of No. 711 Weatherdon Avenue, and

(iv) provide light proof fencing and minimum 10-foot landscape buffer along the western limit of the proposed parking area at the closing of Weatherdon;

all to the satisfaction of the Director of Public Works Department.

13. (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, MTS Communications Inc., Centra Gas Manitoba Inc., Shaw Cable, 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. The Purchaser acknowledges and agrees to provide Manitoba Hydro with an easement in the lane north of Weatherdon for an underground plant consisting of 69KV cable, fiber optic & street light cable, on both sides of the lande from Arbuthnot to Pembina. The Purchaser acknowledges and agrees to provide Manitoba Hydro with an easement on the south side of Weatherdon from Arbuthnot to Pembina for underground street lighting cable with a T type tap crossing Weatherdon at the property line of 693 & 695 Weatherdon. The Purchaser acknowledges and agrees to provide MTS Communications Inc. with an easement for the following: buried cables, above ground cabinets and a down guy located in the portion of Grant Avenue/lane north of Weatherdon; buried cables and above ground cabinets in the portion of Weatherdon to be closed. The Purchaser acknowledges and agrees to provide Centra Gas Manitoba Inc. with an easement agreement covering the areas where Centra Gas has distribution facilities within the Lands.

(2) Without limiting the generality of the foregoing, the Purchaser acknowledges and agrees to provide the City with a full width easement within the portion of the Weatherdon right-of-way for access and maintenance of the existing water main and sewer. The Purchaser acknowledges and agrees, at its expense, to abandon the existing fire hydrant assembly within the Lands on Weatherdon and install a new hydrant assembly in the Arbuthnot right-of-way, in close proximity to the existing hydrant location. Service to 711 Weatherdon Avenue cannot be disrupted. The Purchaser acknowledges that there is an existing 300 mm combined sewer located within the Lands, (west of Pembina Highway and north of Weatherdon). The Purchaser agrees that the sale of the Lands will be subject to the Purchaser assuming ownership and the responsibility of maintaining that portion of the combined sewer contained within 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 easements before the Transfer of Land issues.

14. 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 the Purchaser's sole cost, effort and expense, do all things as are necessary, including but not limited to causing to be prepared a Plan of Survey to effect the legal closing of the Lands, suitable for registration at the Winnipeg Land Titles Office which will create one parcel comprising of all of the Lands to be conveyed to the Purchaser together with all Plans of Easement, if required, to grant any utility rights and a Plan of Subdivision as may be required to ensure that the Lands to be conveyed by the City are consolidated so as to constitute a single and indivisible title with the Purchaser's adjoining properties contained within Certificate of Titles No. 2053769, 2053770, 2053771, 2053772, 2053773, 2053774, 2053775, 2053776, 2053778, 2053779 and 2053780, (hereinafter called the "Adjoining Lands").

(2) The Purchaser does hereby acknowledge that in complying with this obligation, the Purchaser may be required to arrange for the discharge and re-registration of existing encumbrances (i.e., mortgages) against title(s) to the Adjoining Lands.

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

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

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

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

18. 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.

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 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.

21. The Purchaser is aware that the Lands are currently zoned as follows: south of Weastherdon Avenue is "C1.5" Commercial Designation and north of Weatherdon Avenue is "R1 – 3.5" Residential Designation.

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

MSL Management Ltd. (Name) | 635 Pembina Highway, Winnipeg, Man. R3M 2L4 (Please Print) (Address)

Purchaser's Registration No. (G.S.T.) 897198313 RT0001

IN WITNESS WHEREOF the Purchaser has signed this document in

WINNIPEG, MANITOBA, this 2nd day of NOVEMBER 2005.

Witness

Authorized Signature

MIKHAIL SAPOZHNIK PRESIDENT
Name and Title of Authorized Signature (Please print)

Witness

Authorized Signature

Name and Title of Authorized Signature (Please print)

THE CITY OF WINNIPEG

Per: _____
DIRECTOR of Planning, Property and Development

Approved as to details:

_____
Planning, Property and Development

Approved as to form:

_____
for City Solicitor/Manager of Legal Services

Approved as to details:

_____
Public Works Department

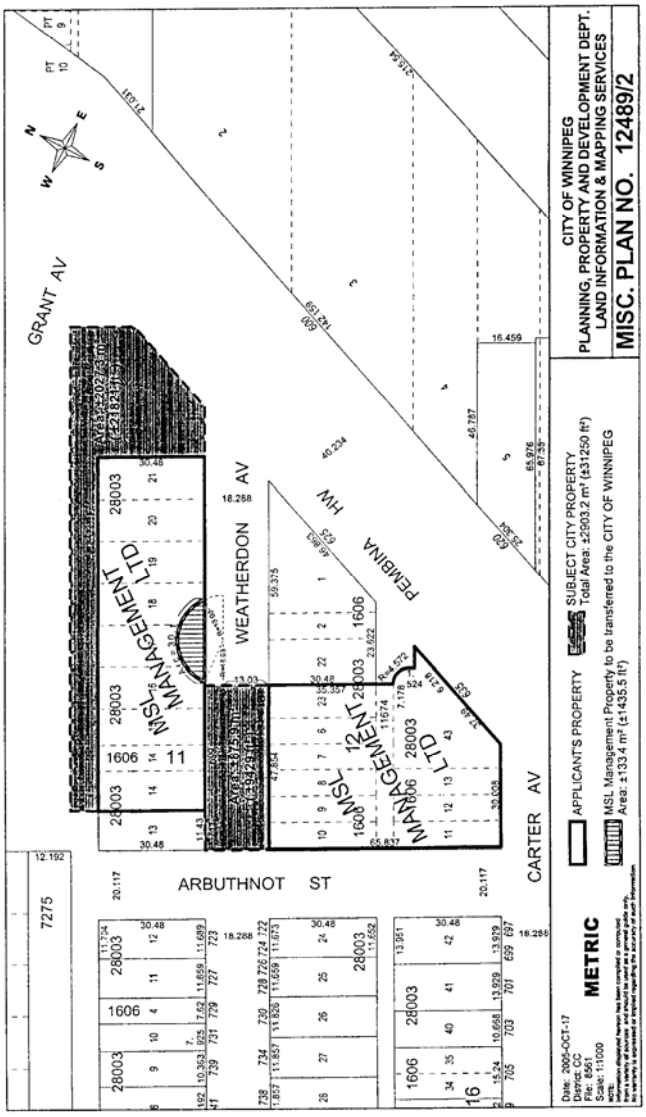

GRANT AV
ARBUTHNOT ST
CARTER AV
WEATHERDON AV
PEMBINA HWY
MSL MANAGEMENT LTD
MSL MANAGEMENT LTD
7275
CITY OF WINNIPEG
PLANNING, PROPERTY AND DEVELOPMENT DEPT.
LAND INFORMATION & MAPPING SERVICES
MISC. PLAN NO. 12489/2
APPLICANT'S PROPERTY
SUBJECT CITY PROPERTY
Total Area: ±2903.2 m² (±31250 ft²)
MSL Management Property to be transferred to the CITY OF WINNIPEG
Area: ±133.4 m² (±1435.5 ft²)
METRIC

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	Plan or Range	Interest in Property

3. Mailing Address _____

4. Place of Residence _____

5. Name and Address of Registered Owner MLS MANAGEMENT LTD
(Print)
635 PEMBINA HIGHWAY
(Print) WINNIPEG R3M 2L4

6. Description of building on property:

Dwellings _____

Other Buildings HOTEL, BEER VENDOR

7. Date of Purchase _____ 8. Purchase Price _____

Date: _____ 20 ___ _____
(Signature of Applicant)

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