Agenda - Council - March 22, 2006

Report - Standing Policy Committee on Property and Development - February 28, 2006

Item No. 13 Sale and Exchange of Lands in St. Norbert
File FI-2.4.4.1

STANDING COMMITTEE RECOMMENDATION:

On March 15, 2006, 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 portion of the Council decision of March 26, 2003, respecting the marketing of the subject property (Lot 7, 40678) in accordance with the strategy, terms and conditions, reserve pricing ($64,700.00) and the payment of real estate commissions be rescinded.

2. That the sale and exchange of lands between the City of Winnipeg and Mr. Pierre Campeau be approved as follows:

   A. Mr. Pierre Campeau receive title to the City-owned property (Lot 7, Plan 40678) identified as "Subject City Property" on Misc. Plan No. 11924/1.

   B. The City of Winnipeg receive title to the property owned by Mr. Pierre Campeau (Lots 1/3, Block 4, Plan 10669) identified as "Subject Property" on Misc. Plan No. 12160 and $60,000.00, all in accordance with the terms and conditions of the Offer to Purchase dated February 3, 2006, and subject to such additional terms and conditions that the Director of Planning, Property and Development Department 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 - February 28, 2006

DECISION MAKING HISTORY:

EXECUTIVE POLICY COMMITTEE RECOMMENDATION:

On March 15, 2006, 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 February 28, 2006, the Standing Policy Committee on Property and Development concurred in the administrative recommendation as amended, namely:

- That Recommendation No. 1 be amended by deleting the words “March 27, 2003” and substituting therefore the words “March 26, 2003”,

and submitted the matter to the Executive Policy Committee and Council.

Re: Proposed Sale and Exchange of Lands in St. Norbert
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: February 17, 2006

Recommendation(s):

1. That Council rescind its decision of March 27, 2003, in regard to the marketing of the subject property (Lot 7, 40678) in accordance with the strategy, terms and conditions, reserve pricing ($64,700.00) and the payment of real estate commissions.

2. That subject to the approval of Recommendation No. 1, the proposed sale and exchange of lands between the City and Mr. Pierre Campeau be approved as follows:

   A. Mr. Pierre Campeau to receive title to the City-owned property (Lot 7, Plan 40678) identified as "Subject City Property" on Misc. Plan No. 11924/1, and

   B. The City to receive title to Mr. Campeau's property (Lots 1/3, Block 4, Plan 10669) identified as "Subject Property" on Misc. Plan No. 12160 and $60,000.00, all in accordance with the terms and conditions of the attached Offer to Purchase dated February 3, 2006, and subject to such additional terms and conditions that the Director of Planning, Property and Development Department 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 SUMMARY

Key Issues:

- The Planning, Property and Development Department concluded its negotiations with Mr. Campeau for the sale/exchange of the lands in accordance with the terms and conditions as set out in the attached Offer to Purchase dated February 3, 2006.
- The Planning, Property and Development Department is recommending that the proposed sale and exchange of lands between the City and Mr. Pierre Campeau be approved
- The Planning, Property and Development Department is also seeking Council approval to rescind its decision of March 27, 2003, in regard to the marketing of the subject property (Lot 7, 40678) in accordance with the strategy, terms and conditions, reserve pricing ($64,700.00) and the payment of real estate commissions.

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 the City-owned property (Lot 7, Plan 40678) identified as "Subject City Property" on Misc. Plan No. 11924/1. 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 decision of March 27, 2003, in regard to the marketing of the subject property (Lot 7, 40678) in accordance with the strategy, terms and conditions, reserve pricing ($64,700.00) and the payment of real estate commissions.

HISTORY:

The property shown outlined on the attached Misc. Plan No. 9345/5 was acquired as part of a larger property from Genstar Developments pursuant to Council resolution of January 27, 1994, that stated in part:

> "AND FURTHER THAT the Land Surveys and Real Estate Department be instructed to pursue the subdivision of the property at the south west corner of Rue du Monastere and Rue des Trappistes and that the net sale proceeds there from and also from the subdivision and sale of lots to be created on rue St. Pierre (Lots 23 and 24, Plan 4507) be designated to fund the construction of a bridge at the subject property."

The referenced bridge in the aforementioned Council resolution is a pedestrian bridge to be located in the adjacent park, which will cross the La Salle River enabling the connection of the City's River Bottom Forest lands lying on either side of the river.
On March 20, 1996, Council adopted the proposed development and plan of subdivision and conditions thereto under File DASZ 10/95 and rezoned the land under Zoning By-law No. 6400/94 to an "R1-9" Single-family District. The Plan of Subdivision (No. 40678) was registered in the Winnipeg Land Titles Office on June 13, 2002. Certificates of Titles were issued for each of the new lots.

Since 2002, the Planning, Property and Development Department has been in discussions with the Province of Manitoba and the L'Hotellerie St. Norbert Guest House Inc. in regard to the discharge of a caveat respecting a right-of-way easement that exists against the new Lot 7 (the subject City-owned Property). The caveat that encumbers Lot 7 is an ingress/egress easement. This easement is approximately 33 feet in width and bisects the northeast portion of the subject lot and prohibits the construction of any permanent structures on this portion of the lot. The subject lot is therefore less functional when compared with an otherwise unencumbered lot.
On March 26, 2003, Council adopted the Administrative recommendation to actively market Lots 1/6 & Lot 8, and withhold Lot 7 from sale at the time pending a resolution of the matter of the right-of-way caveat. The Department requested approval to the price ($64,700.00) and terms and conditions to be applied to Lot 7 so that the marketing and sale of the lot could proceed once the caveat issue had been resolved.

On April 17, 2003, the Department received written communication from Mr. Pierre Campeau proposing an exchange of his land shown outlined on Misc. Plan No. 12160 for the subject City-owned property with the caveat in place.

Particulars of the subject City-owned property are as follows:

Location:	34 Rue du Monastere
Legal Description:	Lot 7, Plan 40678
Certificate of Title:	1879693
Roll No.:	03091190200
Assessed Value:	$62,300.00
Zoning:	"R1-9" – Residential District
Size:	±3033.3m² (±32,650.4sq ft) (including easement area)

Particulars of Mr. Campeau's property are as follows:

Location:	Rue des Trappistes, south side, between Pembina Highway and Rue du Monastere (rearage lands bisected by the LaSalle River)
Legal Description:	Lots 1/3, Block 4, Plan 10669
Certificate of Title:	1510591
Roll No.:	03030832000
Assessed Value:	$20,000.00
Zoning:	"R1-20" – Residential District
Size:	±9,891m² (±106,464sq ft), including the LaSalle River

In May, 2003, the Planning and Land Use Division of the Department indicated that it was interested in acquiring Mr. Campeau's land.

On April 27, 2004, the Standing Policy Committee on Property and Development concurred in the Administrative recommendation, namely, "That the Director of Planning, Property and Development be requested to negotiate the acquisition of the property identified as "Subject Property" on Misc. Plan No. 12160." The report indicated that the Ward Councillor and the Planning, Property and Development Department were supportive of utilizing the bridge fund, adopted by Council in January 27, 1994, as the funding source up to a limit of $16,500.00. The Department again attempted to negotiate a settlement with the Province to have its interest discharged from the subject City-owned property (Lot 7). The Department was unsuccessful, and the encumbrances remained in place.

On May 10, 2004, the Department advised Mr. Campeau as follows:

> "It was determined that at this time the City's interests are best served by proceeding to address the removal of the ingress and egress caveat that is registered against the City-owned Lot 7, Plan 40678. The City's position is that the caveat is redundant and will be removed, hopefully within the next 3 to 4 months.

The City, therefore, will not be considering any sale or exchange of the City's lot until it has exhausted all reasonable efforts to have the caveat removed. Upon removal of the caveat the lot will be offered for sale at market value. Should you continue to be interested, please let us know and we will advise you once it becomes available for sale. At that time, we will discuss the possibility of acquiring your Lot 4, Plan 10669 as a credit against the purchase of the City's lot".

DISCUSSION:

On October 13, 2005, Mr. Campeau contacted the Planning, Property and Development Department and advised that he now was prepared to purchase the subject City-owned property (Lot 7) with all of the encumbrances in place.

The Department again attempted to negotiate a settlement with the Province to have its interest discharged from the subject City-owned property (Lot 7). The Department, however, was unsuccessful. As a result, the Department thoroughly examined the potential of the subject lot for building purposes. An analysis of the site has reveled that the property can accommodate the construction of a non-traditional single-family residence and is therefore buildable.

The Planning, Property and Development Department concluded its negotiations with Mr. Campeau for the sale/exchange of the lands in accordance with the terms and conditions as set out in the attached Offer to Purchase dated February 3, 2006. Briefly, the proposed exchange of lands provides for the following:

1. The Purchaser to transfer to the City, free of all costs, charges and encumbrances, Lots 1/3 Block 4, Plan 10669, shown outlined on Misc. Plan No. 12160.
2. The Purchaser to pay to the City the sum of $60,000.00 cash, for the acquisition of Lot 7, Plan 40678 identified as "Subject City Property" on the attached Misc. Plan No. 11924/1. The Purchaser will accept title to the subject property subject to all exceptions, reservations and encumbrances expressed or implied in the City's title.

Details of the Offer to Purchase are as follows:

Purchase Price:	$60,000.00 in addition, the City to receive from the Purchaser Lots 1/3, Block 4, Plan 10669 shown outlined on the attached Misc. Plan No. 12160
Deposit:	$9,000.00, being 15% of the purchase price
Balance Due:	60 days from date of approval of the Offer by the City

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

a) The City will acquire Mr. Campeau's property.

b) On April 27, 2004, the Standing Policy Committee on Property and Development concurred in the Administrative recommendation, namely, that the Director of Planning, Property and Development be requested to negotiate the acquisition of the property identified as "Subject Property" on Misc. Plan No. 12160.

c) The proposed exchange of lands (value for value) is supported by an internal appraisal report.

d) The property will generate realty tax upon closing of the sale.

Financial Impact Statement

Date: February 14, 2006

Project Name:

Proposed Sale and Exchange of Lands in St. Norbert

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	60,401	802	802	802	802
Net Cost/(Benefit)	$ (60,401)	$ (802)	$ (802)	$ (802)	$ (802)
Less: Existing Budget Amounts	-	-	-	-	-
Net Budget Adjustment Required	$ (60,401)	$ (802)	$ (802)	$ (802)	$ (802)

Additional Comments:

The $60,401 consists of the $60,000 in sales proceeds, which will accrue to the Land Operating Reserve Fund, and the municipal portion of realty taxes totalling $401, which will accrue to the General Revenue Fund. The latter amount is based on the assumptions that the assessed value equals the sale price of $60,000, portioning and mill rates remain unchanged at 45% and 0.029686 respectively, and the property is added to the tax roll effective July 1, 2006. Revenues from 2007 onward represent municipal realty taxes based on the same assumed assessed value and portioning & mill rates. The net municipal taxes foregone related to the property to be received by the City are not material and have been excluded.

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

6142

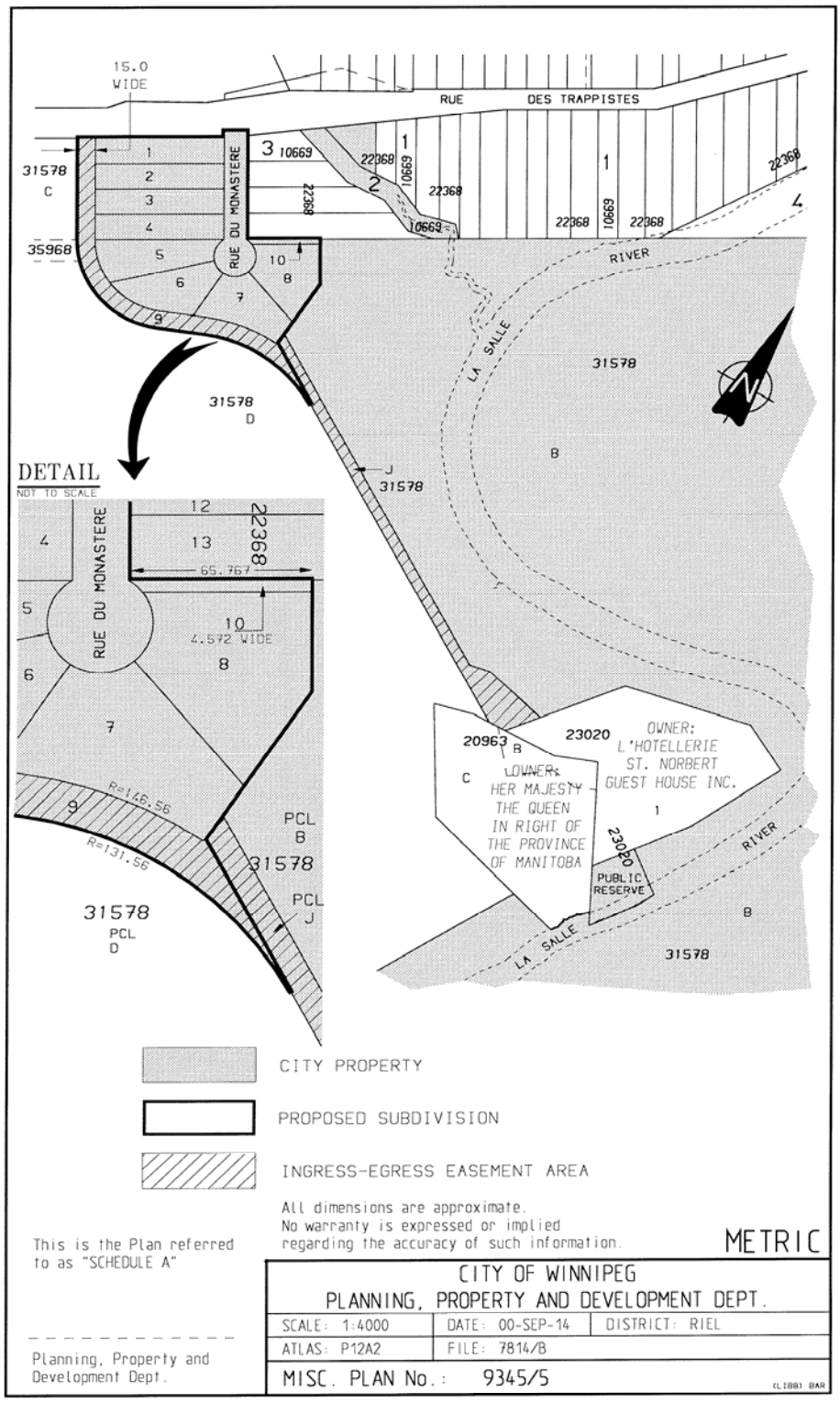
IN PREPARING THIS REPORT, THERE WAS CONSULTATION WITH AND CONCURRENCE BY:

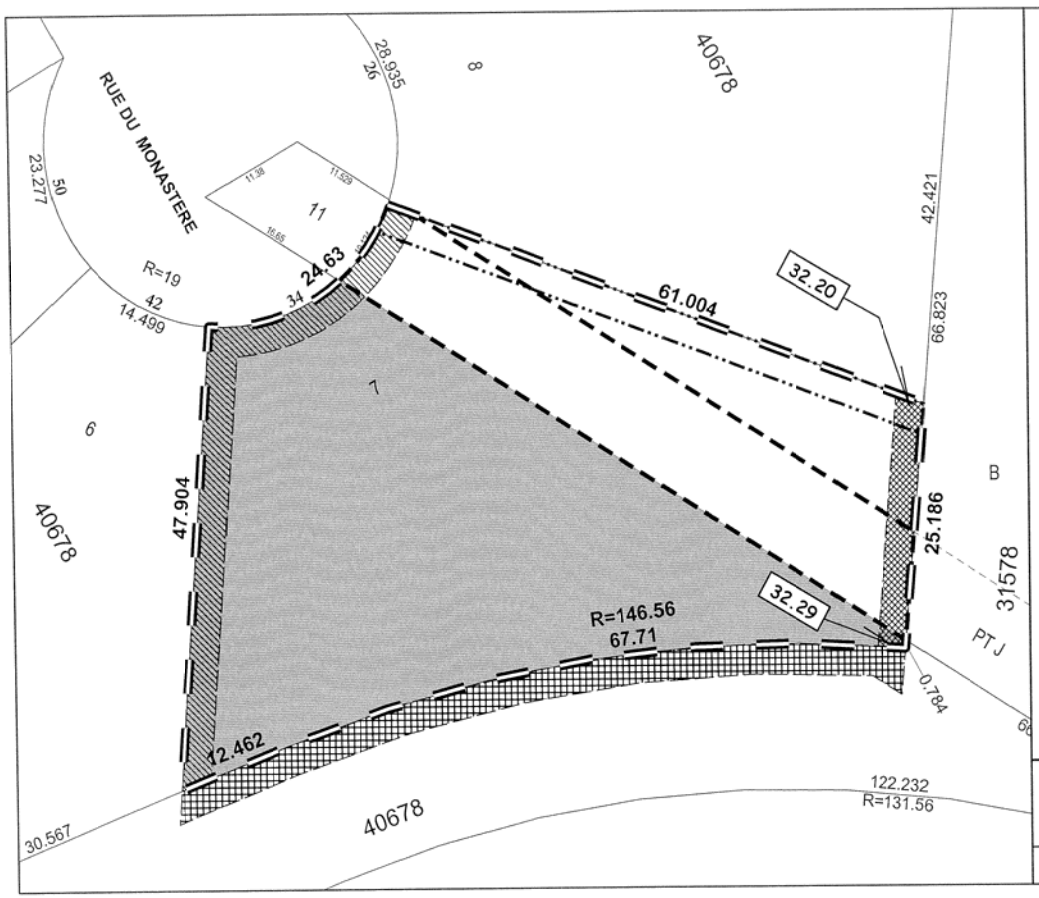
No consultation was required in the preparation of this report.

THIS REPORT SUBMITTED BY:

Planning, Property and Development Department
Division: Real Estate
Prepared by: Joedi Pruden
PPD File #: 7814/B1

Document name: o:\reports directive\real estate\sales\(jp)ruedumonastere.doc


15.0 WIDE
RUE DES TRAPPISTES
RUE DU MONASTERE
RIVER
LA SALLE
31578
C
D
B
J
35968
DETAIL
NOT TO SCALE
22368
10669
65.767
4.572 WIDE
R=146.56
R=131.56
PCL B
PCL J
PCL D
20963
23020
OWNER: L'HOTELLERIE ST. NORBERT GUEST HOUSE INC.
OWNER: HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF MANITOBA
PUBLIC RESERVE
CITY PROPERTY
PROPOSED SUBDIVISION
INGRESS-EGRESS EASEMENT AREA
All dimensions are approximate.
No warranty is expressed or implied
regarding the accuracy of such information.
METRIC
This is the Plan referred to as "SCHEDULE A"
Planning, Property and Development Dept.
CITY OF WINNIPEG
PLANNING, PROPERTY AND DEVELOPMENT DEPT.
SCALE: 1:4000
DATE: 00-SEP-14
DISTRICT: RIEL
ATLAS: P12A2
FILE: 7814/B
MISC. PLAN No.: 9345/5



Legend

- SUBJECT CITY PROPERTY
- Buildable Site Area: ±1984.7 m² (±21363 ft²)
- Hydro, MTS and Cable Easement Area - 3.1 wide
- Swale Easement Area - 3.0 wide
- Gas Easement Area - 3.1 wide
- Waterline Easement Area - 3.0 wide
- Approximate Ingress/Egress Easement Area

Notes:
All elevatons are referred to Geodetic Datum.
All elevations are on the centreline of easements.
Add 200 to all elevations.
Elevations are shown thus . . . 32.77

This is the plan referred to as "Schedule A".

Planning, Property and Development Department

METRIC

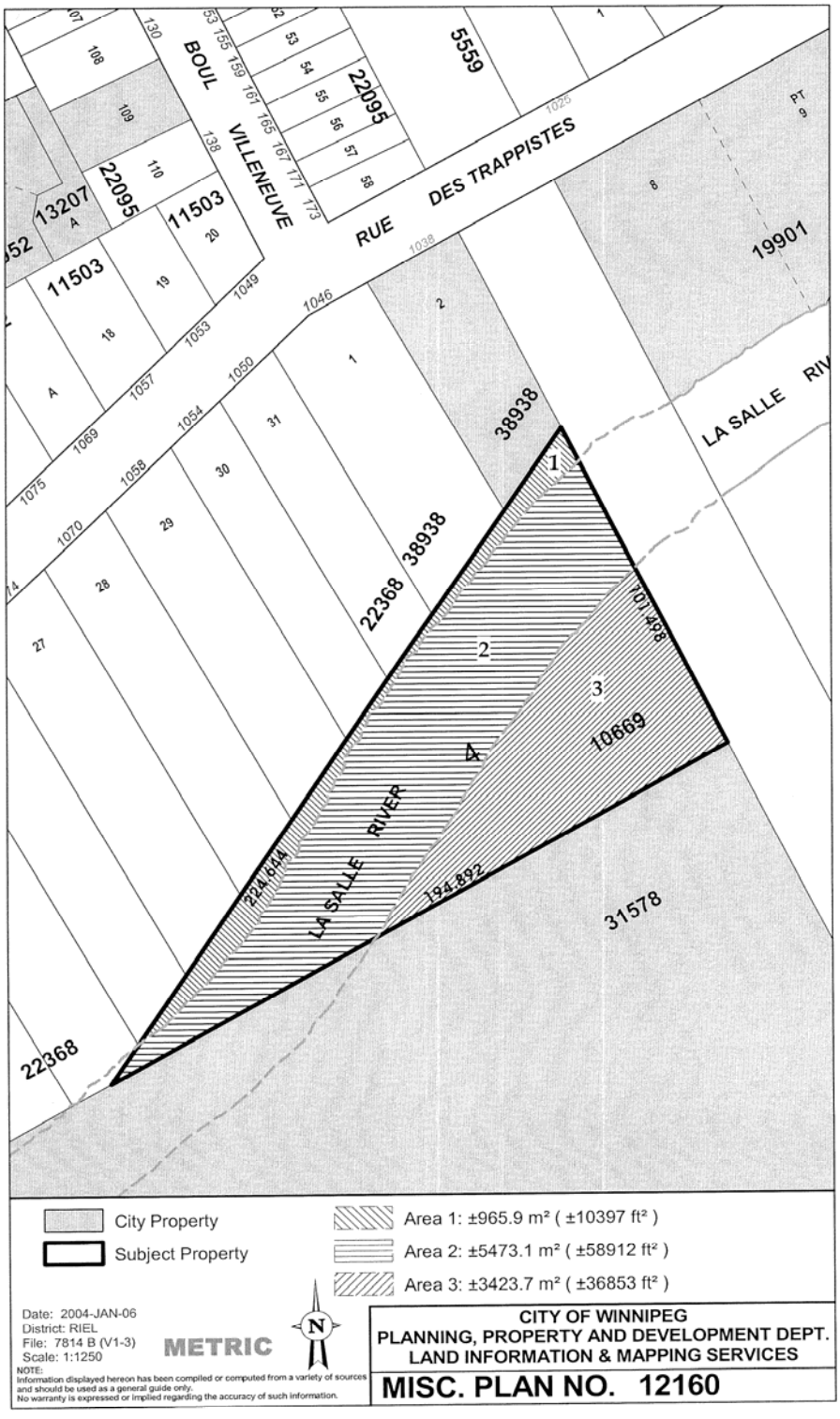
Date: 2005-DEC-02
District: RIEL
File: 7814 B Vol 1
Scale: 1:500

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.

N W E S

CITY OF WINNIPEG
PLANNING, PROPERTY AND DEVELOPMENT DEPT.
LAND INFORMATION & MAPPING SERVICES

MISC. PLAN NO. 11924/1


BOUL VILLENEUVE
RUE DES TRAPPISTES
5559
22095
13207
11503
19901
38938
22368
LA SALLE RIVER
224.644
194.892
107.498
10669
31578
1
2
3
4
City Property
Subject Property
Area 1: ±965.9 m² (±10397 ft²)
Area 2: ±5473.1 m² (±58912 ft²)
Area 3: ±3423.7 m² (±36853 ft²)
Date: 2004-JAN-06
District: RIEL
File: 7814 B (V1-3)
Scale: 1:1250
METRIC
N
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. 12160

Campeau
File: 4408 V.7

OFFER TO PURCHASE

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

Lot 7, Plan 40678 WLTO in RL 80 TO 82 Parish of St. Norbert

(hereinafter called the "Lands")

The Purchaser is the owner of that portion of Block 4, Plan 10669, Parish Lots 82/3, St. Norbert, shown outlined on Misc. Plan No. 12160, attached hereto (hereinafter called "Applicant's Property)

1. In consideration of the City selling to the Purchaser "the Lands", 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 Block 4, Plan 10669, Parish Lots 82/3, St. Norbert as shown outlined on Misc. Plan No. 12160.

   B. The Purchaser to pay to the City the sum of $60,000.00, cash, and upon the following terms and conditions:

2. (1) Attached to this Offer is the Purchaser's **certified** cheque payable to "The City of Winnipeg" in the amount of $9,000.00, 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) and/or its delegated authority, hereinafter 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, possession and adjustments.

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

3. (1) The date of closing, possession and adjustments shall be sixty (60) 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 closing, possession and 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 closing, possession and 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 closing, possession and adjustments to and including the date all such monies and interest as aforesaid have been fully paid to the City.

4. 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, possession and adjustments 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.

5. 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.

6. 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 of Winnipeg. 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.

7. 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 Lands 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.

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

9. The City confirms that a fifty (50) foot front-yard setback has been established for the Lands.

10. The purchase price of the Lands includes watermain, land drainage and wastewater sewers, asphalt street pavement and ornmental street lighting.

(1) Sewer and water-lot line connections from the services in the street to the lot line are installed and prepaid. The Purchaser to satisfy themselves as to other service connections.

(2) All existing and installed local improvements will be prepaid by the City.

(3) The Purchaser agrees to sod the boulevards abutting the Lands as soon as practicable and maintain same and shall pay the cost thereof and shall also, in the event of settlement of the said boulevard, at any time within 12 months following the date of completion of the aforesaid sodding, repair such settlement and restore the boulevard to its proper grade.

(4) As soon as practicable after the completion of the lot grading of the Lands, and no later than 12 months after occupancy, the Purchaser is to install, at his/her expense a Basswood tree in the boulevard. Said tree is to be of a minimum 2 inch calliper width.

11. (1) The removal of any existing debris and/or trees/shrubs and any costs connected therewith will be the responsibility of the Purchaser.

(2) The Purchaser acknowledges that extra fill may be required for the lot and will be the responsibility and cost of the Purchaser.

(3) 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.

12. (1) The Purchaser acknowledges and is aware that lot grading must meet the requirements of Manitoba Regulation 266/91. The Purchaser is advised to consult with the Survey Services Branch of the Water and Waste Department at 986-7629 to confirm the lot grading requirements for the Purchaser's intended development.

(2) The Purchaser acknowledges and is aware that there may be oak trees that are 100 years old on the property and is encouraged, at the request of the City Naturalist and the ward Councillor, to preserve as many of the oak trees on the site possible. The Purchaser is invited to contact the City Naturalist at 986-2036 for information about the trees and how to protect them and assure their longevity.

13. The Purchaser acknowledges and is aware that the adjoining Lot 9, Plan 40678 and Parcel J, Plan 31578 are a private access road as appurtenant to the Trappiste Monastery Park and the St. Norbert Arts and Cultural Centre and that neither may be used as a secondary access to or from Lots 1 through 7. In addition, there is an underlying access agreement/right-of-way, shown on the said Misc. Plan No. 11924/1, which is to run with the sale of the Lands.

14. The Purchaser acknowledges and is aware that no further subdivision of the lands will be allowed without a subdivision application which culminates in a public hearing.

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

The following encumbrances are registered on the title of the Lands, they are provided for information purposes only and have not been investigated as to their intent or extent:

Caveat No. 1114123 St. Norbert Historical and Community Services Inc.

Caveat No. 2902830 Manitoba Hydro-Electric Board & MTS Communications Inc.

Caveat No. 87-62339 H.M. The Queen

16. 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, and it is determined as a result thereof 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:

(1) take remedial action to bring the contamination levels within the Provincial Environmental Standards, **or,**

(2) cancel the sale and return all monies paid in respect of the proposed sale by the Purchaser to that date.

AND FURTHER, in the event the Purchaser fails to provide such documentation as aforesaid, the Purchaser hereby agrees to complete the purchase as herein contemplated and to indemnify and save harmless the City from and against any and all claims arising from or in any way attributable to the existence of contaminants of any kind whatsoever at, in, or upon the said Lands.

17. 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 Manitoba Inc., 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 generality of the foregoing, the sale of the shall be subject to the following easements as shown on the attached Misc. Plan No. 11924/1, namely:

(1) a 3.1m easement in favour of Manitoba Hydro, the MTS Allstream Inc. and Shaw Cable for the construction and maintenance of its services

(2) a 3.0m waterline easement in favour of the City for the construction and maintenance of its services

(3) a 3.0m wide land drainage swale in favour of the City for the construction and maintenance of its services.

i) The Purchaser covenants and agrees with the City to maintain those elevations as shown on Misc. Plan No. 11924/1 and shall not alter nor permit the alteration of the elevations of the easement area protecting the land drainage swale without the permission of the City being first had and obtained.

ii) Purchaser(s) are aware that, in the event the Purchaser(s) do not maintain the swale area according to approved grades, the City will use the easement area to restore the swale and any cost associated with this work, including temporary removal of fences, will be charged against those Purchaser(s) who failed to maintain the swale as specified.

iii) Purchaser(s) shall not erect nor permit the erection of any building or other structure in, upon or over the easement area without the consent in writing thereto of the City.

iv) The Purchaser covenants and agrees that it will enter into easement agreements with the City similar in form to those set out in Schedule "C" and "D", attached hereto, and

v) The Purchaser acknowledges that the City may grant the easements before the transfer of Land issues.

vi) The Purchaser acknowledges that the gas line easement is not within the Lands but due to its proximity to the rear lot line, that utility should be contacted prior to installing a fence or any landscaping that requires excavation near the lot line.

(4) Any removal or relocation of a public utility will be at the expense of the developer and/or customer.

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

18. No current legal survey was made of the property to determine the nature and extent of any structure thereon or to determine if there are any encroachments from adjoining lands.

19. 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, resulting land dedication charges (if any) are to be at the sole cost and responsibility of the Purchaser. Nothing in this Offer shall be construed as placing any duty or obligation upon the City to grant such rezoning, variance or conditional use orders and/or amendments to Plan Winnipeg when the Purchaser's application for same is made to the City.

20. The Purchaser acknowledges and agrees that building design and construction will be in compliance with the Architectural Guidelines as outlined in Schedule "B", hereto attached.

21. 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 Offer.

22. 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.

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

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

25. 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.

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

Name (Please Print) Address

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

IN WITNESS WHEREOF the Purchaser has signed this document in

Winnipeg, Manitoba, this 3rd day of February 2006

Witness Purchaser

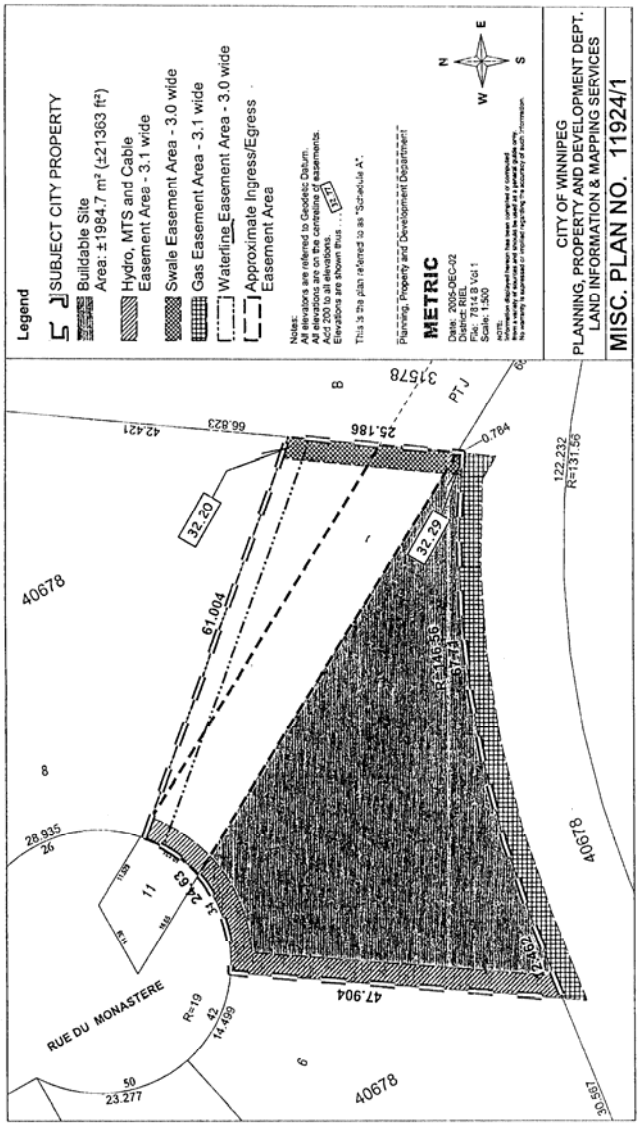
Witness Purchaser

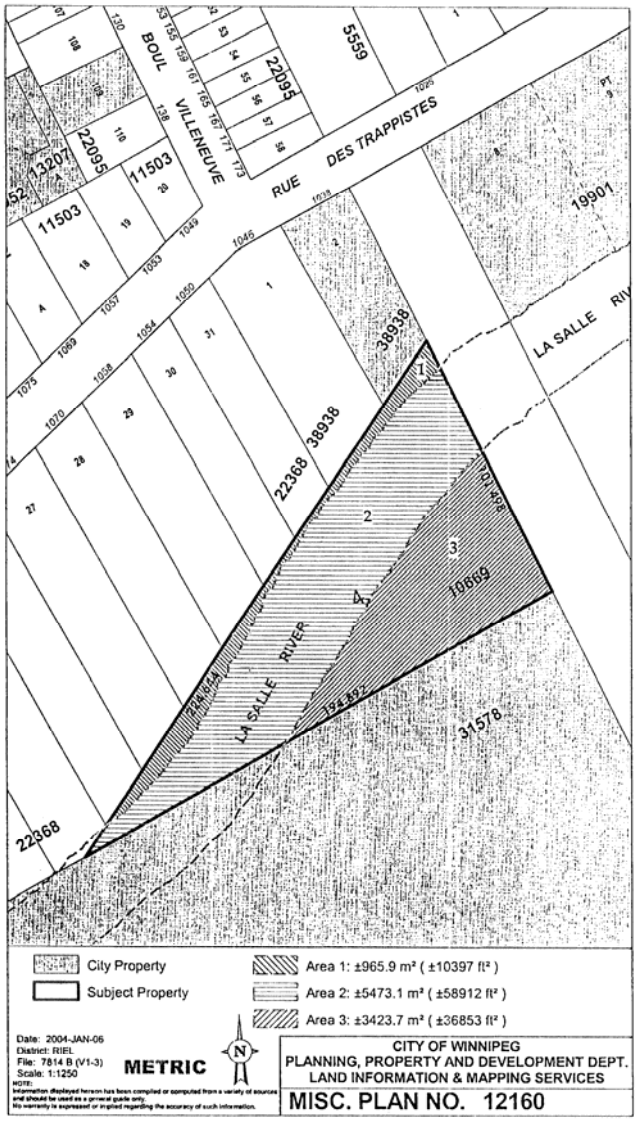
THE CITY OF WINNIPEG

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


Legend
SUBJECT CITY PROPERTY
Buildable Site
Area: ±1984.7 m² (±21363 ft²)
Hydro, MTS and Cable
Easement Area - 3.1 wide
Swale Easement Area - 3.0 wide
Gas Easement Area - 3.1 wide
Waterline Easement Area - 3.0 wide
Approximate Ingress/Egress
Easement Area
Notes:
All elevations are referred to Geodetic Datum.
All elevations are on the centreline of easements.
Add 200 to all elevations.
Elevations are shown thus ... 32.77
This is the plan referred to as "Schedule A".
Planning, Property and Development Department
METRIC
Date: 2005-DEC-02
District: RIEL
File: 7814 B Vol 1
Scale: 1:500
CITY OF WINNIPEG
PLANNING, PROPERTY AND DEVELOPMENT DEPT.
LAND INFORMATION & MAPPING SERVICES
MISC. PLAN NO. 11924/1
RUE DU MONASTERE
40678
31578
PT J
25.186
66.823
42.421
0.784
122.232
R=131.56
32.20
32.29
61.004
R=146.56
67.73
28.935
26
24.63
47.904
R=19
42
14.499
50
23.277
30.567


BOUL VILLENEUVE
RUE DES TRAPPISTES
5559
22095
11503
11201
19901
38938
22368
LA SALLE RIVER
10669
31578
City Property
Subject Property
Area 1: ±965.9 m² (±10397 ft²)
Area 2: ±5473.1 m² (±58912 ft²)
Area 3: ±3423.7 m² (±36853 ft²)
Date: 2004-JAN-06
District: RIEL
File: 7614 B (V1-3)
Scale: 1:1250
METRIC
CITY OF WINNIPEG
PLANNING, PROPERTY AND DEVELOPMENT DEPT.
LAND INFORMATION & MAPPING SERVICES
MISC. PLAN NO. 12160

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)

Exhibit "B"

THE CITY OF WINNIPEG
PLANNING, PROPERTY AND DEVELOPMENT DEPARTMENT
REAL ESTATE DIVISION

ARCHITECTURAL GUIDELINES FOR RESIDENTIAL HOUSING

RUE DU MONASTERE

Within the following text, all reference to the City shall mean the Planning, Property and Development Department, Real Estate Division, of the City of Winnipeg, unless otherwise noted.

All housing plans must be submitted to the City for Architectural Guideline approval prior to submission to the Zoning and Permits Branch for the issuance of building permits.

These housing plans must conform to the following architectural guidelines applicable to this site in order to be pre-approved for building permits.

The Director of the Planning, Property and Development Department, or his designate, shall have the authority to pre-approve housing plans as to these guidelines. The Director, or his designate, shall also have the authority, in his sole discretion, to amend these guidelines to approve exceptions and/or revisions deemed appropriate to this area.

GENERAL GUIDELINES

1. Housing to be constructed in a manner sensitive to the site. Care is to be exercised to preserve as may mature trees as possible external to the housing footprint.

   Ms. Cheryl Heming (986-2036), City Naturalist, Community Services Division, 2000 Portage Avenue, has volunteered to provide her Department's resources to assist the home buyer/builder in the siting of the housing units within their specific sites.

2. Housing on the corner lot should have a low profile appearance. A two-storey house may be permitted, provided that its design is sensitive to the flanking street.

3. A bungalow that is constructed between 2 two-storey houses shall have as high a roofline as practical.

4. All houses shall have, at a minimum, an attached two-car garage.

5. The public approach and private driveway shall be paved with asphalt, concrete or interlocking paving stones from the street pavement to the garage. The approach and driveway must be completed within 12 months of occupancy of the house.

6. Exterior building elevations shall consist of wood, brick, stucco or stone or a combination thereof, which may include some other materials for detailing purposes.

7. Minimum house sizes of gross square footage, excluding basement and garage areas, shall be:

Bungalows and Bi-levels	1800 square feet
Two-storeys and Split-levels	2200 square feet

8. The location of the house and attached garage shall comply with all City of Winnipeg Zoning By-laws and any special yard requirements imposed on these lands.

Swale - File No.

SCHEDULE "C"

EASEMENT AGREEMENT

THIS AGREEMENT made in duplicate this day of , A. D. 2001

B E T W E E N:

APPLICANT

(hereinafter called the "Owner"),

of the First Part,

- and -

THE CITY OF WINNIPEG,

(hereinafter called the "City"),

of the Second Part.

IN CONSIDERATION of the sums of ONE DOLLAR ($1.00) paid by each party to the other (the receipt and sufficiency of which is hereby acknowledged) and the covenants and agreements hereinafter contained, the Owner and the City covenant and agree as follows:

1. The Owner hereby grants and conveys to the City in perpetuity the right and easement to enter upon and use that portion of the Owner's land hereinafter described as the "Easement" and the right to do all things necessary thereon to construct, maintain, repair or replace a drainage swale in the Easement and for every such purpose grants and conveys to the City the right of access to the Easement over and across the Owner's land (hereinafter described as "the Land") at all times by its servants and employees or other persons acting with its authorization.

2. The City agrees and undertakes to leave the Easement and the Land in good condition after any work done in connection with such construction, maintenance, repair or replacement, and to indemnify the Owner against any suits, actions, claims or demands arising out of such work.

3. The City hereby covenants and agrees to be responsible for damage to the Easement and the Land and any buildings thereon, and/or injury to the persons of the Owner and any other person being on the said Land and Easement with the consent, express or implied, of the Owner, arising out of the negligence of the City's servants or employees or other persons acting with the City's authorization including but not limited to independent contractors hired by the City in the construction, maintenance, repair and/or replacement of the work.

4. (a) Subject to permission, if any, printed on Schedule "A" for projection of roof eaves, the Owner covenants and agrees that the Owner will not erect or permit the erection of any building or other structure, other than paving or fencing, in, over or upon the Easement or any part thereof without the prior written permission of the Director of the Water and Waste Department.

   (b) Under the City's Sewer By-law interference with any part of the City's sewer or land drainage system is prohibited and the Owner shall not do so in any manner, including the covering of any catch basin, alteration or attempted alteration of its level, removal of any catch basin top or any obstruction of water flow.

5. Paving or fencing may be constructed on the Easement provided there is a minimum of six inches clearance between the ground and the bottom of the fencing (except for supporting posts spaced not closer together than one foot) to allow unrestricted flow of water.

6. The Owner covenants and agrees with the City that the easement and rights hereby granted shall run with the Land and shall enure to the benefit of the City, its successors

Swale - File No.

and assigns and shall be binding upon the Owner and the Owner's successors in title of the Land or any part thereof.

7. The Owner covenants and agrees with the City to maintain those elevations as shown on Schedule "A", to restore to those elevations any change in the Easement upon demand by the City and that upon the Owner's failure to restore those elevations within a reasonable time the City may do so and the Owner shall pay the cost of that work to the City upon demand.

8. The Land affected by this agreement is described as:

Lot , which lots are shown on a plan of subdivision of part of River Lots of the Parish of on deposit in the Winnipeg Land Titles Office as Deposit No.

and includes the Easement illustrated on the drawing attached as Schedule "A" to this agreement described as:

All those portions of said Lot shown hatched and identified as "Swale Easement Wide" on a drawing on file in the Land Information Services Branch of the Planning, Property and Development Department as Misc. Plan No.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and year first above written.

APPLICANT

Per: _____
Name:
Title:

Per: _____
Name:
Title:

THE CITY OF WINNIPEG

_____
for Director of Planning, Property and Development

Certified as to Engineering Details:

_____
for Water and Waste Department

Certified as to Legal Description

_____
for Planning, Property and Development Department

Certified as to Form:

_____
for City Solicitor/Manager of Legal Services

Manitoba Hydro

SCHEDULE "D"

GRANT OF EASEMENT

H21410
Rev 00.08

File No. 95-0298-M

MEMORANDUM OF AGREEMENT made this day of

BETWEEN:

THE CITY OF WINNIPEG

(hereinafter called the "Grantor"),
OF THE FIRST PART,

- and -

THE MANITOBA HYDRO-ELECTRIC BOARD,

(hereinafter called "Manitoba Hydro"),
OF THE SECOND PART,

- and -

MTS COMMUNICATIONS INC.,

(hereinafter called "MTS"),
OF THE THIRD PART,

- and -

VIDEON CABLESYSTEMS INC.

(hereinafter called "Cable"),
OF THE FOURTH PART.

WHEREAS the Grantor is registered as the owner of an estate in fee simple in possession in the following described land:

ALL THOSE PORTIONS OF LOTS 1 TO 10 PLAN WLTO
REQUIRED FOR EASEMENT AS SHOWN ON PLAN WLTO
IN RL 80, 81 & 82 PARISH OF ST NORBERT

(hereinafter referred to as "said land");

AND WHEREAS Manitoba Hydro, MTS and Cable require a right, licence and easement over, across, upon, under and through certain portions of said land described below:

CERTIFIED AS TO DESCRIPTION
THIS 20th DAY OF February 2001
Glenn Frederick Hegdovson
Planning, Property & Development Department

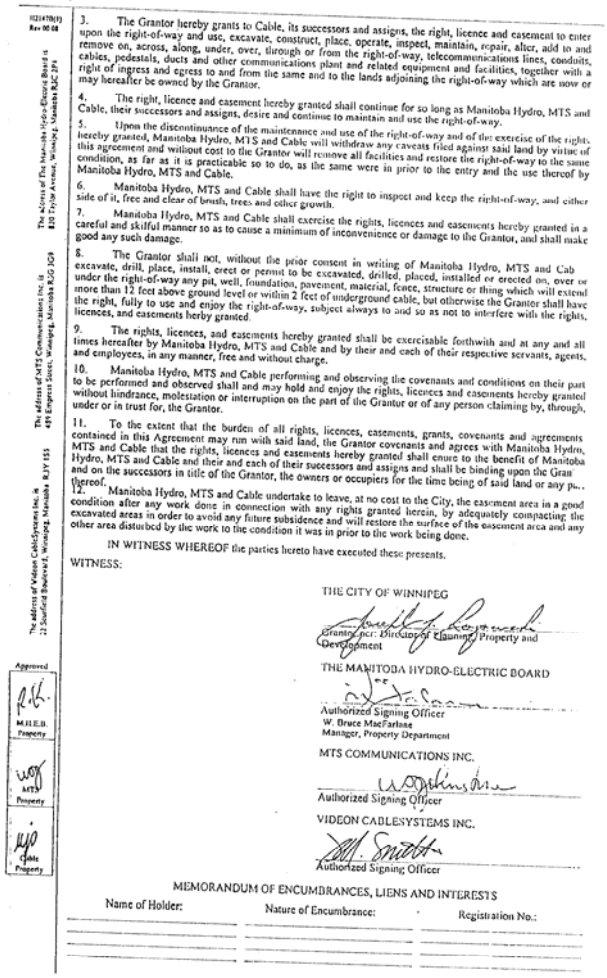
ALL THOSE PORTIONS OF LOTS 1 TO 10 PLAN WLTO
REQUIRED FOR EASEMENT AS SHOWN ON PLAN WLTO
IN RL 80, 81 & 82 PARISH OF ST NORBERT

(hereinafter referred to as the "right-of-way");

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the sum of One Dollar ($1.00) now paid by Manitoba Hydro, MTS and Cable to the Grantor (the receipt of which is hereby acknowledged), the parties hereto covenant and agree as follows:

1. The Grantor hereby grants to Manitoba Hydro, its successors and assigns, the right, licence and easement to enter upon the right-of-way and use, excavate, construct, place, operate, inspect, maintain, repair, alter, add to and remove on, under, across, along, over, through or from the right-of-way an overhead and/or underground electric power distribution line and related plant, equipment and facilities, together with a right of ingress and egress to and from the same and the lands adjoining the right-of-way which are now or may hereafter be owned by the Grantor.

2. The Grantor hereby grants to MTS, its successors and assigns, the right, licence and easement to enter upon the right-of-way and use, excavate, construct, place, operate, inspect, maintain, repair, alter, add to and remove on, across, along, under, over, through or from the right-of-way, telecommunications lines, conduits, cables, pedestals, ducts and other communications plant and related equipment and facilities, together with a right of ingress and egress to and from the same and to the lands adjoining the right-of-way which are now or may hereafter be owned by the Grantor.



1021470(1)
Rev 00 08

The address of The Manitoba Hydro-Electric Board is
820 Taylor Avenue, Winnipeg, Manitoba R3C 2P4

The address of MTS Communications Inc. is
489 Empress Street, Winnipeg, Manitoba R3G 3G9

The address of Videon CableSystems Inc. is
22 Scurfield Boulevard, Winnipeg, Manitoba R3Y 1G5

3. The Grantor hereby grants to Cable, its successors and assigns, the right, licence and easement to enter upon the right-of-way and use, excavate, construct, place, operate, inspect, maintain, repair, alter, add to and remove on, across, along, under, over, through or from the right-of-way, telecommunications lines, conduits, cables, pedestals, ducts and other communications plant and related equipment and facilities, together with a right of ingress and egress to and from the same and to the lands adjoining the right-of-way which are now or may hereafter be owned by the Grantor.

4. The right, licence and easement hereby granted shall continue for so long as Manitoba Hydro, MTS and Cable, their successors and assigns, desire and continue to maintain and use the right-of-way.

5. Upon the discontinuance of the maintenance and use of the right-of-way and of the exercise of the rights hereby granted, Manitoba Hydro, MTS and Cable will withdraw any caveats filed against said land by virtue of this agreement and without cost to the Grantor will remove all facilities and restore the right-of-way to the same condition, as far as it is practicable so to do, as the same were in prior to the entry and the use thereof by Manitoba Hydro, MTS and Cable.

6. Manitoba Hydro, MTS and Cable shall have the right to inspect and keep the right-of-way, and either side of it, free and clear of brush, trees and other growth.

7. Manitoba Hydro, MTS and Cable shall exercise the rights, licences and easements hereby granted in a careful and skilful manner so as to cause a minimum of inconvenience or damage to the Grantor, and shall make good any such damage.

8. The Grantor shall not, without the prior consent in writing of Manitoba Hydro, MTS and Cab excavate, drill, place, install, erect or permit to be excavated, drilled, placed, installed or erected on, over or under the right-of-way any pit, well, foundation, pavement, material, fence, structure or thing which will extend more than 12 feet above ground level or within 2 feet of underground cable, but otherwise the Grantor shall have the right, fully to use and enjoy the right-of-way, subject always to and so as not to interfere with the rights, licences, and easements herby granted.

9. The rights, licences, and easements hereby granted shall be exercisable forthwith and at any and all times hereafter by Manitoba Hydro, MTS and Cable and by their and each of their respective servants, agents, and employees, in any manner, free and without charge.

10. Manitoba Hydro, MTS and Cable performing and observing the covenants and conditions on their part to be performed and observed shall and may hold and enjoy the rights, licences and easements hereby granted without hindrance, molestation or interruption on the part of the Grantor or of any person claiming by, through, under or in trust for, the Grantor.

11. To the extent that the burden of all rights, licences, easements, grants, covenants and agreements contained in this Agreement may run with said land, the Grantor covenants and agrees with Manitoba Hydro, MTS and Cable that the rights, licences and easements hereby granted shall enure to the benefit of Manitoba Hydro, MTS and Cable and their and each of their successors and assigns and shall be binding upon the Gran and on the successors in title of the Grantor, the owners or occupiers for the time being of said land or any pa... thereof.

12. Manitoba Hydro, MTS and Cable undertake to leave, at no cost to the City, the easement area in a good condition after any work done in connection with any rights granted herein, by adequately compacting the excavated areas in order to avoid any future subsidence and will restore the surface of the easement area and any other area disturbed by the work to the condition it was in prior to the work being done.

IN WITNESS WHEREOF the parties hereto have executed these presents.

WITNESS:

THE CITY OF WINNIPEG

Grantee per: Director of Planning, Property and Development

THE MANITOBA HYDRO-ELECTRIC BOARD

Authorized Signing Officer
W. Bruce MacFarlane
Manager, Property Department

MTS COMMUNICATIONS INC.

Authorized Signing Officer

VIDEON CABLESYSTEMS INC.

Authorized Signing Officer

Approved

M.H.E.B. Property

MTS Property

Cable Property

MEMORANDUM OF ENCUMBRANCES, LIENS AND INTERESTS

Name of Holder:	Nature of Encumbrance:	Registration No.: