Minute No. 175
Report - Standing Policy Committee on Property and Development - January 9, 2007

Item No. 30 **Sale of City Property - south side of Knowles Avenue west of De Vries Avenue**
File FI-2.4(33)

COUNCIL DECISION:

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

1. That the City property shown as Parcels A, B, C and D on Misc. Plan No. 12859/1 and Parcel D on Misc. Plan No. 12840/2 be declared surplus to the City's requirements.

2. That the sale of the City property shown as Parcels A and B on Misc. Plan No. 12859/1 and Parcel A on Misc. Plan No. 12840/2, be approved to Mirko and Ethel Ljubic for the price of $11,000.00 in accordance with the terms and conditions of the Offer to Purchase dated November 1, 2006.

3. That the sale of the City property shown as Parcels B and D on Misc. Plan No. 12840/2 be approved to Evelyn and Aurele Bourbonniere for the price of $12,000.00 in accordance with the terms and conditions of the Offer to Purchase attached to the report from the Director of Planning, Property and Development dated December 15, 2006.

4. 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 - January 9, 2007

DECISION MAKING HISTORY:

Moved by Councillor Swandel,
That the recommendation of the Standing Policy Committee on Property and Development be adopted by consent.

Carried

EXECUTIVE POLICY COMMITTEE RECOMMENDATION:

On January 17, 2007, the Executive Policy Committee concurred in the recommendations of the Standing Policy Committee on Property and Development and submitted the matter to Council.

STANDING COMMITTEE RECOMMENDATION:

On January 9, 2007, 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 City Property located on the South side of Knowles Avenue, West of De Vries Avenue
East Kildonan – Transcona Community
North Kildonan Ward

FOR SUBMISSION TO: Standing Policy Committee on Property and Development

ORIGINAL REPORT SIGNED BY: Director of Planning, Property and Development

REPORT DATE: December 15, 2006
RECOMMENDATION:

1. That Council declare the City property shown as Parcels A, B, C and D on Misc. Plan No. 12859/1 and Parcel D on Misc. Plan No. 12840/2, surplus to the City's requirements.
2. That subject to the approval of Recommendation No. 1, approval be given for the sale of the City property shown as Parcels A and B on Misc. Plan No. 12859/1 and Parcel A on Misc. Plan No. 12840/2, to Mirko and Ethel Ljubic for the price of $11,000.00 in accordance with the terms and conditions of the attached Offer to Purchase.
3. That subject to the approval of Recommendation No. 1, approval be given for the sale of the City property shown as Parcels B and D on Misc. Plan No. 12840/2, to Evelyn and Aurele Bourbonniere for the price of $12,000.00 in accordance with the terms and conditions of the attached Offer to Purchase
4. That the Proper Officers of the City be authorized to do all things necessary to implement the intent of the foregoing.

Report Summary

Key Issues:

- The Planning, Property and Development Department is in receipt of two (2) Offers to Purchase the City property located on the south side of Knowles Avenue, West of De Vries Avenue, shown as Parcels A and B on Misc. Plan No. 12859/1 and Parcels A, B and D on Misc. Plan No. 12840/2.
- The Planning, Property and Development Department are recommending approval of both Offers to Purchase.

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

( ) Involves a multi-year contract

Comment(s):

Policy Implications

(X) No

( ) Yes

Comment(s):

Regulatory Implications

(X) None

( ) Eliminates or reduces regulatory impact

( ) Proposes regulatory impact

Comment(s):

Environmental Implications

(X) No

( ) Yes

Comment(s): 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):

Report

REASON FOR THE REPORT:

The Planning, Property and Development Department is in receipt of two (2) Offers to Purchase the City property located on the south side of Knowles Avenue, West of De Vries Avenue, shown as Parcels A and B on Misc. Plan No. 12859/1 and Parcels A, B and D on Misc. Plan No. 12840/2. Approval of Council is required to declare the City property surplus to the City's needs. Standing Policy Committee on Property and Development approval is required for the sale.

HISTORY:

In June 2004, North Grassie Properties Inc. applied for a subdivision and rezoning of land located west of De Vries Avenue, between Knowles and Bonner Avenues – DASZ 20/04 (commonly known as the Arrowwood Subdivision). At its meeting held on May 18, 2005, Council approved DASZ 20/04.

As a result of the approval of DASZ 20/04, Parcels A, B, C and D on Misc. Plan No. 12859/1 and Parcels A, B and C on Misc. Plan No. 12840/2, were considered residual parcels. On July 26, 2006, Council declared Parcels A, B and C on the attached Misc. Plan No. 12840/2 surplus to the City's requirements. Parcel C was legally opened as street right-of-way and named Cindy Klassen Way.

Particulars of the subject City property are as follows:

1. *Parcels A and B shown on Misc. Plan No. 12859/1 and Parcel A shown on Misc. Plan No. 12840/2*

Location:	South Side of Knowles Avenue West of De Vries Avenue
Zoning:	R1-5.5, A-5 and C2
Site Sizes:	Parcels A & B (Misc. Plan 12859/1) 123.7 m² (1331.3 ft²) Parcel A (Misc. Plan 12840/2) 320.3m² (3,447.9ft²)
Appraised Value:	$12,000.00

2. *Parcels B and D shown on Misc. Plan No. 12840/2*

Location:	South Side of Knowles Avenue West of De Vries Avenue
Zoning:	R1-5.5 and A-5

Site Sizes:	Parcel B 510.6m² (5,496.3ft²) Parcel D 46.8m² (503.3 ft²)
Appraised Value:	$12,000.00

DISCUSSION:

The Planning, Property and Development Department has concluded its negotiations, with the adjoining owners for the sale of the subject City properties. The Offers to Purchase are attached.

Details of the Offers to Purchase are as follows:

1. Parcels A and B shown on Misc. Plan No. 12859/1 and Parcel A as shown on Misc. Plan No. 12840/2

   Price Offered: $11,000.00
   Purchaser: Mirko and Ethel Ljubic

2. *Parcels B and D as shown on Misc. Plan No. 12840/2*

   Price Offered: $12,000.00
   Purchaser: Evelyn and Aurele Bourbonniere

Both Purchasers intend on including the subject City properties in a future rezoning and subdivision of their respective holdings.

The Ward Councillor has no objections to the sale of the subject property.

The Planning, Property and Development Department recommend the sale of the subject City properties for the following reasons:

1. The purchase price of the properties is within market value established by an internal appraisal.
2. The sale of the properties will eliminate the City's maintenance requirements.
3. The properties would be placed on the tax roll at the closing of the sale.

Financial Impact Statement

Date: December 12, 2006

Project Name:

First Year of Program 2007

Proposed Sale of City Property located on the South side of Knowles Avenue, West of De Vries Avenue

	2007	2008	2009	2010	2011
Capital					
Capital Expenditures Required	$ -	$ -	$ -	$ -	$ -
Less: Existing Budgeted Costs	-	-	-	-	-
Additional Capital Budget Required	$ -	$ -	$ -	$ -	$ -
Funding Sources:					
Debt - Internal	$ -	$ -	$ -	$ -	$ -
Debt - External	-	-	-	-	-
Grants (Enter Description Here)	-	-	-	-	-
Reserves, Equity, Surplus	-	-	-	-	-
Other - Enter Description Here	-	-	-	-	-
Total Funding	$ -	$ -	$ -	$ -	$ -
Total Additional Capital Budget Required	$ -				
Total Additional Debt Required	$ -				
Current Expenditures/Revenues					
Direct Costs	$ -	$ -	$ -	$ -	$ -
Less: Incremental Revenue/Recovery	23,219	263	263	263	263
Net Cost/(Benefit)	$ (23,219)	$ (263)	$ (263)	$ (263)	$ (263)
Less: Existing Budget Amounts	(23,219)	(263)	(263)	(263)	(263)
Net Budget Adjustment Required	$ -	$ -	$ -	$ -	$ -

Additional Comments: Revenues in 2007 consist of proceeds of disposition totaling $23,000, which will be credited to the Land Operating Reserve Fund, plus realty tax revenue of $219, to be credited to the General Revenue Fund. The latter is based on the assumptions that the assessed values equal the selling prices, the sales close effective March 1, 2007, and the portioning and mill rates are 45% and 0.025448 respectively. Revenues in 2008 onward represent property taxes for a full year based on the same assumptions.

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

IN PREPARING THIS REPORT THERE WAS:

Internal Consultation With and Concurrence By:

No internal consultation was required in the preparation of this report.

External Consultation With:

No external consultation was required in the preparation of this report.

THIS REPORT SUBMITTED BY:

Department Planning, Property and Development
Division Real Estate
Prepared by: Joedi Pruden
PPD File No. 8544 V.2

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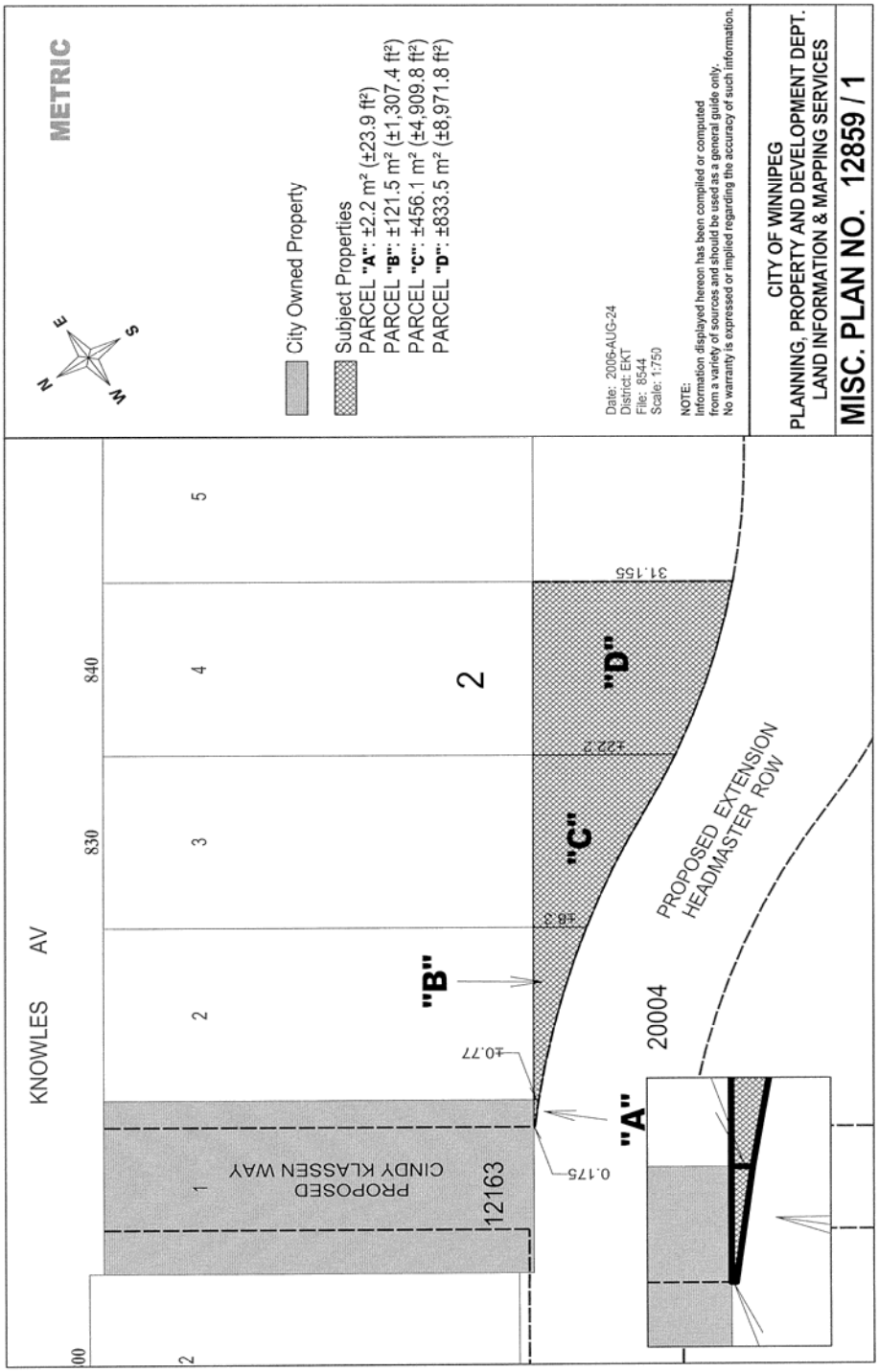
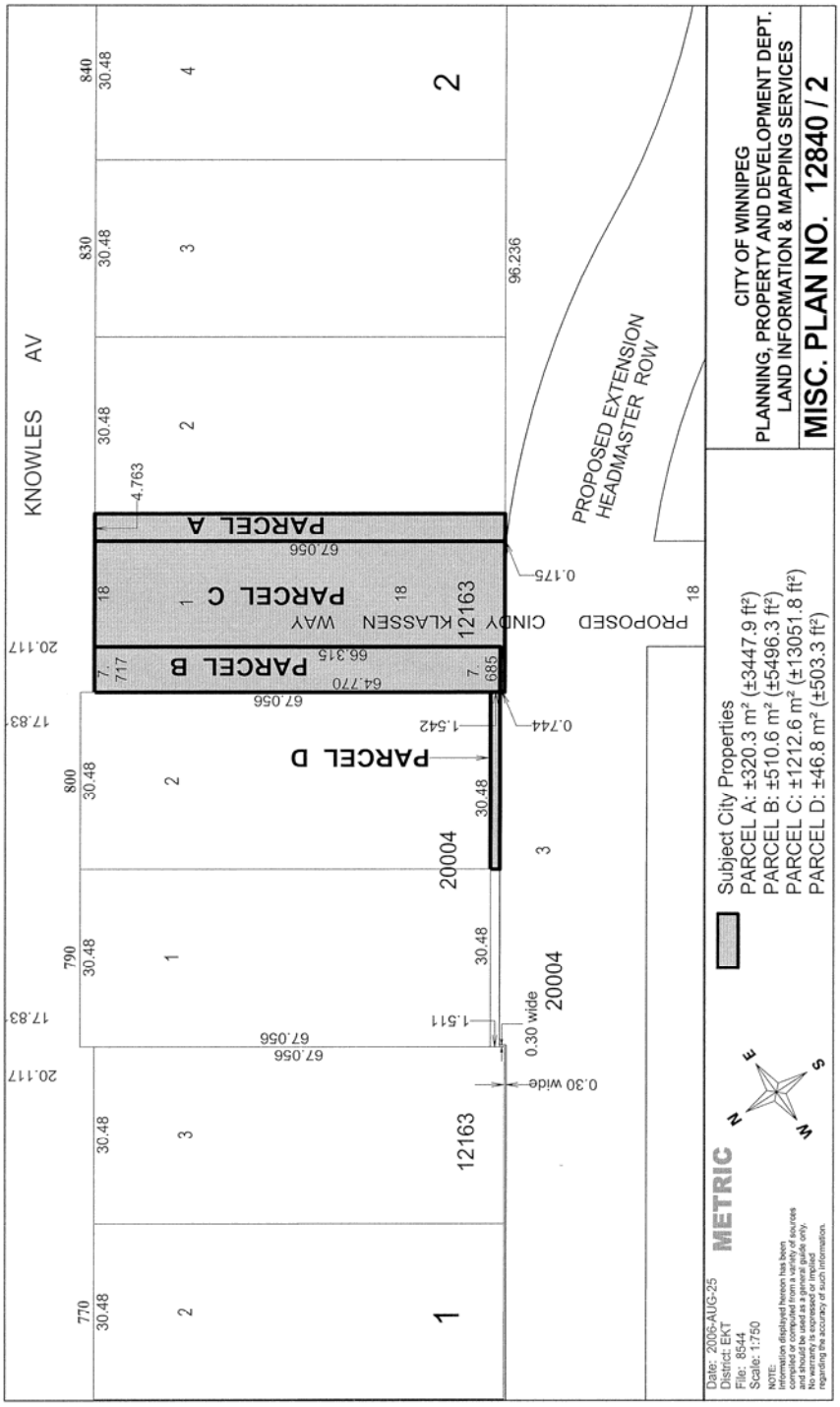

METRIC
City Owned Property
Subject Properties
PARCEL "A": ±2.2 m² (±23.9 ft²)
PARCEL "B": ±121.5 m² (±1,307.4 ft²)
PARCEL "C": ±456.1 m² (±4,909.8 ft²)
PARCEL "D": ±833.5 m² (±8,971.8 ft²)
Date: 2006-AUG-24
District: EKT
File: 8544
Scale: 1:750
NOTE:
Information displayed hereon has been compiled or 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. 12859 / 1
KNOWLES AV
PROPOSED CINDY KLASSEN WAY
12163
20004
"A"
"B"
"C"
"D"
PROPOSED EXTENSION HEADMASTER ROW
31.155
±22.2
±8.3
±0.77
0.175
840
830


KNOWLES AV
PROPOSED EXTENSION HEADMASTER ROW
PROPOSED CINDY KLASSEN WAY
PARCEL A
PARCEL B
PARCEL C
PARCEL D
Subject City Properties
PARCEL A: ±320.3 m² (±3447.9 ft²)
PARCEL B: ±510.6 m² (±5496.3 ft²)
PARCEL C: ±1212.6 m² (±13051.8 ft²)
PARCEL D: ±46.8 m² (±503.3 ft²)
CITY OF WINNIPEG
PLANNING, PROPERTY AND DEVELOPMENT DEPT.
LAND INFORMATION & MAPPING SERVICES
MISC. PLAN NO. 12840 / 2
METRIC
Date: 2006-AUG-25
District: EKT
File: 8544
Scale: 1:750
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.
12163
20004

Ljubic
File: 854-1V.2

OFFER TO PURCHASE

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

Parcel A as shown on Misc. Plan No. 12840/2 and
Parcels A and B as shown on Misc. Plan No. 12859/1

(hereinafter called the "Lands")
for the sum of ~~$12,000.00~~ 11,000 cash, and upon the following terms and conditions:

1. (1) Attached to this Offer is the Purchaser's certified cheque, bank draft or money order payable to "The City of Winnipeg" in the amount of ~~$1,800.00~~ 1650, 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.

2. (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, including local improvement levies if any, 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.

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, 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 his 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 his 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 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.

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 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.

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

8. (1) There are no sewer and water lot-line connections. Should the Purchaser choose to install new sewer and/or water lot-line connections, installation and costs of same are to be borne by the Purchaser.

   (2) The Purchaser agrees to repair any damage made to the sodded boulevards abutting the Lands during construction as soon as practicable and maintain same and shall pay the cost thereof and shall also restore the boulevard to its proper grade.

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

10. The Purchaser agrees that in the event the Purchaser, at his 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.

11. (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 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.

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

    (3) Any removal or relocation of a public utility as a result of a proposed subdivision will be at the expense of the Purchaser. Information on electrical and gas service to new subdivisions can be obtained from the local Manitoba Hydro District Office.

    (4) The Purchaser at its own expense shall be responsible to provide any Easement Plan that may be required to effect registration of the Easement Agreement in the Winnipeg Land Titles Office.

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

12. The Purchaser shall include the Lands in his application for a proposed plan of subdivision and rezoning. The Purchaser shall prepare or cause to be prepared, at the Purchaser's sole cost and expense, all necessary plans that may be required by the Winnipeg Land Titles Office to facilitate the transfer of the subject lands, including the plan of subdivision, and all plans of easement required to grant any utility rights.

13. This offer is subject to the Purchaser receiving approval from Council to the aforesaid subdivision and rezoning, failing which the agreement resulting from the Offer to Purchase shall be null and void and the deposit returned in full without deduction or penalty.

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 the nature and extent of any structure thereon or to determine if there are any encroachments from adjoining lands.

16. The City advises that there might be an existing basement in the Lands. The removal of any existing concrete or debris and any costs connected therewith will be the responsibility of the Purchaser.

17. 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.

18. 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 his proposed use and development of the Lands may require applications for subdivision, 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 subdivision, rezoning, variance or conditional use orders and/or amendments to Plan Winnipeg when the Purchaser's application for same is made to the City.

Offer to Purchase Page 4

19. 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.

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

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

22. 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.

23. 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.

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

MIRKO - ETHEL LJUBIC 213-1790 HENDERSON HWY.
Name (Please Print) Address

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

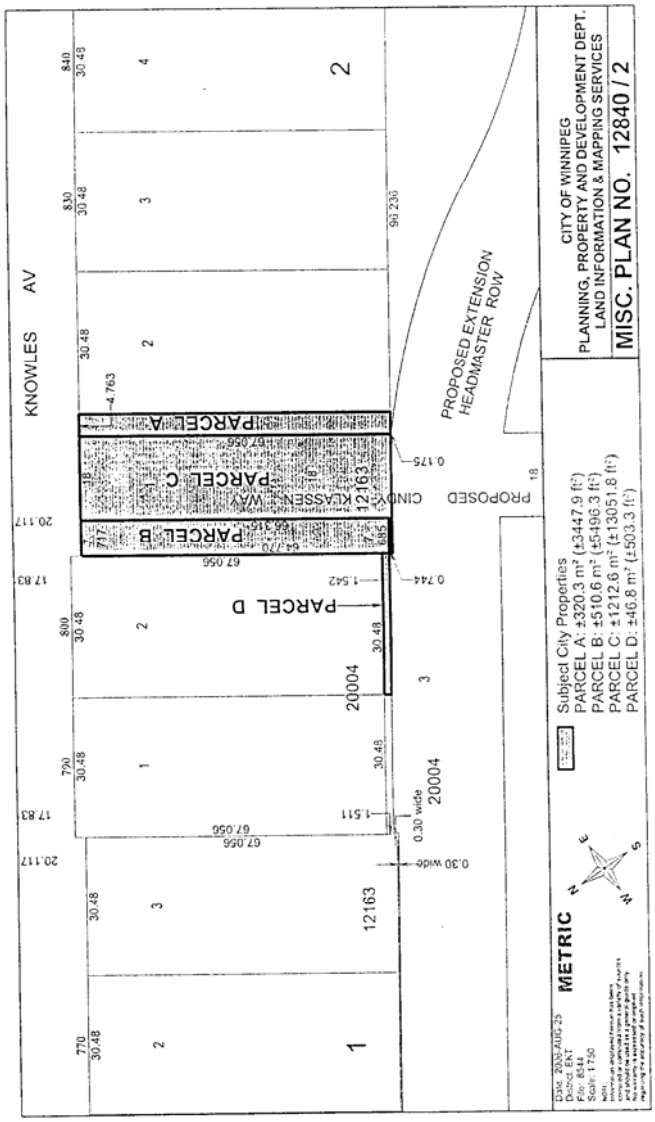
IN WITNESS WHEREOF the Purchaser has signed this document in

WPG., MAN., this 1 day of NOV. 2006

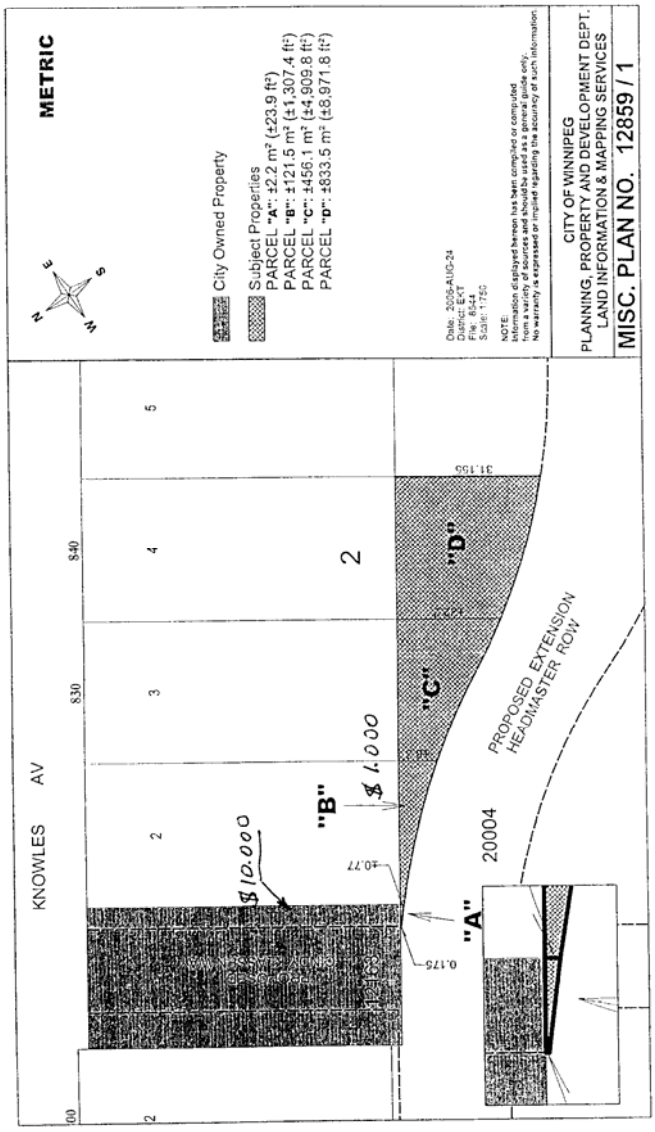
Witness Purchaser

Witness Purchaser

Offer to Purchase



Offer to Purchase Page 6



Bourbonniere
File: 8544V.2

OFFER TO PURCHASE

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

Parcels B and D as shown on Misc. Plan No. 12840/2

(hereinafter called the "Lands")

for the sum of $12,000.00 cash, and upon the following terms and conditions:

1. (1) Attached to this Offer is the Purchaser's certified cheque, bank draft or money order payable to "The City of Winnipeg" in the amount of $1,800.00, 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.

2. (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, including local improvement levies if any, 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.

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, 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 his 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 his 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 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.

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 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.

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

8. (1) There are no sewer and water lot-line connections. Should the Purchaser choose to install new sewer and/or water lot-line connections, installation and costs of same are to be borne by the Purchaser.

(2) The Purchaser agrees to repair any damage made to the sodded boulevards abutting the Lands during construction as soon as practicable and maintain same and shall pay the cost thereof and shall also restore the boulevard to its proper grade.

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

10. The Purchaser agrees that in the event the Purchaser, at his 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.

The Purchaser agrees that this clause 10 shall survive the closing of this transaction of purchase and sale.

11. (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 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.

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

    (3) Any removal or relocation of a public utility as a result of a proposed subdivision will be at the expense of the Purchaser. Information on electrical and gas service to new subdivisions can be obtained from the local Manitoba Hydro District Office.

    (4) The Purchaser at its own expense shall be responsible to provide any Easement Plan that may be required to effect registration of the Easement Agreement in the Winnipeg Land Titles Office.

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

12. In consideration of the sale of the Lands by the City to the Purchaser, the Purchaser covenants and agrees to either of the following:

    (1) Within 30 days from the Date of Approval, to include the Lands in a subdivision and rezoning application to the City. All costs associated with said subdivision and rezoning are to be borne by the Purchaser. This shall include all necessary plans that may be required by the Winnipeg Land Titles Office to facilitate the transfer of the subject Lands and all plans of easement required to grant any utility rights.

    Or, should the Purchaser not include the Lands in a subdivision and rezoning application to the City within 30 days from the Date of Approval:

    (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 2, Plan 20004 (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 he may be required to arrange for the discharge and re-registration of existing encumbrances against the Purchaser's adjoining property.

    The Purchaser agrees that this clause 12 shall survive the closing of this transaction of purchase and sale.

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

14. 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.

15. The City advises that there might be an existing basement in the Lands. The removal of any existing concrete or debris and any costs connected therewith will be the responsibility of the Purchaser.

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.

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17. 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 his 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.

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 Offer.

23. 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

_____, _____, this _____ day of _____ 20_

Witness Purchaser

Witness Purchaser

Offer to Purchase

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