Agenda - Council - June 20, 2007

Report - Standing Policy Committee on Property and Development – May 22, 2007

Item No. 15 Sale - northwest corner Sterling Lyon Parkway and Paget Street (River Heights-Fort Garry Ward) File FI-2.4(32)

EXECUTIVE POLICY COMMITTEE RECOMMENDATION:

On June 13, 2007, the Executive Policy Committee concurred in the recommendation of the Standing Policy Committee on Property and Development with the following amendment:

- Amend Recommendation 3
  After the words "in consultation with" add the following words "the Ward Councillor, the Active Transportation Coordinator of the Public Works Department and"

STANDING COMMITTEE RECOMMENDATION:

On June 11, 2007, the Standing Policy Committee on Property and Development concurred in the administrative recommendation, as amended, and submits the following to Council:

1. That the City-owned property shown outlined on Misc. Plan No. 12480/3 be declared surplus to the City's requirements.

2. That the sale of the City-owned property shown outlined on Misc. Plan No. 12480/3 be approved in favour of Crystal Developers Ltd. for the purchase price of $2,000,000.00 in accordance with the terms and conditions of the Offer to Purchase dated April 20, 2007.

3. That the amount of $250,000.00 from the net proceeds of the sale be utilized for recreational trail projects in the River Heights-Fort Garry Ward, to be implemented in consultation with The Winnipeg Trails Association.

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

Report - Standing Policy Committee on Property and Development – May 22, 2007

DECISION MAKING HISTORY:

EXECUTIVE POLICY COMMITTEE RECOMMENDATION:

On June 13, 2007, the Executive Policy Committee concurred in the recommendation of the Standing Policy Committee on Property and Development with the following amendment:

- Recommendation 3
  After the words "in consultation with" add the following words "the Ward Councillor, the Active Transportation Coordinator of the Public Works Department and"

and submitted the matter to Council.

STANDING COMMITTEE RECOMMENDATION:

On May 22, 2007, the Standing Policy Committee on Property and Development concurred in the administrative recommendation, as amended, namely:

- That Recommendation No. 3 be renumbered to Recommendation No. 4.

- That the following new recommendation No. 3 be added, namely:

  "3. That the amount of $250,000.00 from the net proceeds of the sale be utilized for recreational trail projects in the River Heights-Fort Garry Ward, to be implemented in consultation with The Winnipeg Trails Association."

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

RE: Sale of the Northwest Corner of Sterling Lyon Parkway and Paget Street
City Centre Community
River Heights – Fort Garry Ward

FOR SUBMISSION TO: Standing Policy Committee on Property and Development

ORIGINAL REPORT SIGNED BY: A/Director of Planning Property and Development

REPORT DATE: May 11, 2007

RECOMMENDATION:

1. That Council declare the City-owned property shown outlined on Misc. Plan No. 12480/3, attached, surplus to the City's requirements.

2. That subject to the approval of Recommendation No. 1, the sale of the City-owned property shown outlined on Misc. Plan No. 12480/3, attached, in favour of Crystal Developers Ltd., for the purchase price of $2,000,000.00, be approved in accordance with the terms and conditions of the attached Offer to Purchase, dated April 20, 2007.

3. That the Proper Officers of the City do all things necessary to implement the intent of the foregoing.

Report Summary

Key Issues:

- The majority of the subject City property shown outlined on Misc. Plan No.12480/3 was acquired by the City from the former RM of Fort Garry pursuant to Unicity. The balance of the site (Lot 22, Plan 34440) was acquired by the City in 1991 from Genstar Development Company to enhance future development potential in the area.
- The Planning, Property and Development Department is recommending that the sale of the subject property shown outlined on Misc. Plan No. 12480/3 be approved to Crystal Developers Ltd. for the price of $2,000,000.00 in accordance with the terms and conditions of the attached Offer to Purchase, dated April 20, 2007.
- The Purchaser proposes to develop the property for multi-family residential purposes. The proposed development will have a minimum of 440 residential units built in four phases on the site (see attached letter dated April 19, 2007 and design information).

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

Human Resources Implications

(X) No

( ) Yes

Comment(s):

Financial Implications

(X) Within approved current and/or capital budget

( ) Current and/or capital budget adjustment required

Comment(s):

Report

REASON FOR THE REPORT:

The Planning, Property and Development Department are in receipt of an Offer to Purchase the City-owned property shown outlined on Misc. Plan No. 12480/3. Council approval is required to declare the City property surplus to the City's requirements. Standing Policy Committee on Property and Development approval is required for the sale.

HISTORY:

The majority of the subject City property shown outlined on Misc. Plan No.12480/3 was acquired by the City from the former RM of Fort Garry pursuant to Unicity. The balance of the site (Lot 22, Plan 34440) was acquired by the City in 1991 from Genstar Development Company to enhance future development potential in the area.

Details of the subject property are as follows:

Location:	Northwest corner of Sterling Lyon Parkway and Paget Street
Description:	Vacant Land
Legal Description:	Pt Lots 18, 19, and 22 Block 1 Plan 34440 53/57, Lot 20 Block 1 Plan 34440 53/57, Lot 21 Block 1 Plan 34440
Site Size:	10.511 acres
Zoning:	"A" - Agricultural District

The Department has determined that there is no City requirement for the subject property.

The Department has processed an application to legally close that portion of Griffin Street and the Public Lane contained within the subject City property (DAC 18/06). On January 24, 2007, Council concurred in the recommendation of the Standing Policy Committee on Property and Development and approved the street and lane closings shown on Misc. Plan No. 12480/3, and declared the land to be surplus to the City's requirements.

DISCUSSION:

The Planning, Property and Development Department have consulted with the Ward Councillor in regard to marketing this property for sale.

The Department advertised the subject City-owned property for sale with a listing price of $1,300,000.00 in the Winnipeg Free Press on Monday, March 19 and 26, 2007 and in the Winnipeg Sun on Sunday, March 18 and 25, 2007. On-site signage was placed on

the property and a full information package was made available on the Department website. Offers to Purchase were to be received until 4:30 p.m. on Friday, April 20, 2007.

The Planning, Property and Development Department received eight (8) Offers for the subject property. Details of these Offers are identified on Schedule "A", attached.

The highest and best offer was submitted by Crystal Developers Ltd. Details of the Offer to Purchase are as follows:

Purchaser:	Crystal Developers Ltd. (Rubin Spletzer)
Price Offered:	$2,000,000.00
Deposit:	$300,000.00

The Offer to Purchase received from Crystal Developers Ltd. is considered to be the highest and best offer. The Offer is substantially in accordance with the terms and conditions of the Offer to Purchase that was included in the information package released by the Planning, Property and Development Department. The Purchaser has made the following additions/amendments to the City's standard terms and conditions:

- Clause 1(1) – The Purchaser has requested interest earned on the deposit monies be credited against the purchase price.

  This is a reasonable request given amount of the deposit ($300,000.00) and the Date of Closing being 300 days following Committee's approval.

- Clause 1(3) – The Purchaser has requested that the date of approval must occur by no later than 90 days from the date of the Offer.

  The Offer is dated April 20, 2007. This matter will be considered by the Standing Policy Committee on Property and Development on May 22, 2007.

- Clause 9 – The Purchaser has amended this Clause that in the event contamination levels exceed Provincial Environmental Standards for the intended use and development of the lands, and the City elects to take remedial action in order to close on the sales transaction, that such remedial action to be completed within 90 days from receipt of the environmental documentation.

  This is a reasonable request as no contamination is anticipated since the site has been vacant and its primary use has been farmland.

- Clause 19 – The Purchaser has amended Clause 19 to provide for the right to assign the Offer to a Nominee.

  This is a reasonable request and is a normal practice in the industry.

The Purchaser is required to initiate and file a completed rezoning and subdivision application within 60 days following Committee's approval of the sale, to rezone and subdivide the land to permit the Purchaser's intended development of the site. The offer is subject to the Purchaser receiving Council approval for the subdivision and rezoning of the land no later than 240 days from the date of Committee's approval of the sale. The date of closing, possession and adjustment is to be 300 days from the date of Committee's approval of the sale or sooner by mutual consent.

The Purchaser proposes to develop the property for multi-family residential purposes. The proposed development will have a minimum of 440 residential units built in four phases on the site (see attached letter dated April 19, 2007 and design information).

The Planning, Property and Development Department recommends that approval be given for sale of the subject City property shown outlined on Misc. Plan No. 12480/3 to Crystal Developers Ltd. for the price of $2,000,000.00 in accordance with the terms and conditions of the attached Offer to Purchase, dated April 20, 2007.

Financial Impact Statement

Date: May 7, 2007

Project Name:

Sale of the Northwest Corner of Sterling Lyon Parkway and Paget Street

First Year of Program **2008**

	2008	2009	2010	2011	2012
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	$ 75,000	$ -	$ -	$ -	$ -
Less: Incremental Revenue/Recovery	2,000,000	-	-	-	-
Net Cost/(Benefit)	$ (1,925,000)	$ -	$ -	$ -	$ -
Less: Existing Budget Amounts	(1,925,000)	-	-	-	-
Net Budget Adjustment Required	$ -	$ -	$ -	$ -	$ -

Additional Comments: Net proceeds of $1.925 million consist of the proceeds of disposition of $2 million net of approximately $75,000 in costs against the subject property and will be credited to the Land Operating Reserve. Realty tax revenue that will accrue to the City has not been included in this analysis due to the uncertainty surrounding the assessed value of the proposed future development. However, any realty taxes realized subsequent to closing of the sale will be incremental.

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

IN PREPARING THIS REPORT THERE WAS:

Internal Consultation With and Concurrence By:

N/A

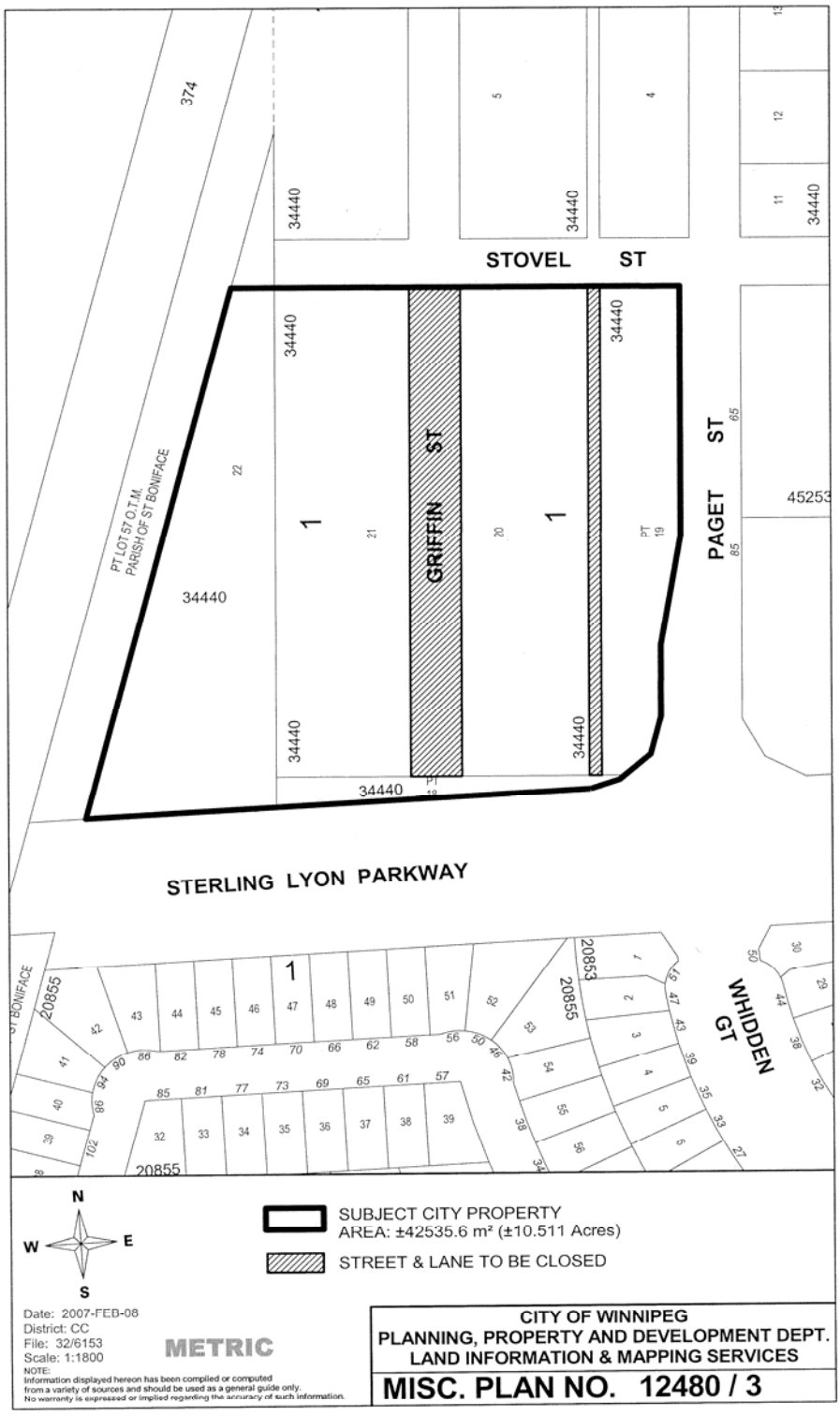
External Consultation With:

N/A

THIS REPORT SUBMITTED BY:

Department: Planning Property and Development
Division: Real Estate
Prepared by: Gerry Anderson
PPD File No. 32/6153

O:\Reports Directive\Real Estate\Sales\(ga) Sale of NW Sterling Lyon Parkway and Paget St.doc


374
34440
STOVEL ST
PT LOT 57 O.T.M.
PARISH OF ST BONIFACE
GRIFFIN ST
PAGET ST
45253
STERLING LYON PARKWAY
WHIDDEN GT
20855
20853
SUBJECT CITY PROPERTY
AREA: ±42535.6 m² (±10.511 Acres)
STREET & LANE TO BE CLOSED
N
W
E
S
Date: 2007-FEB-08
District: CC
File: 32/6153
Scale: 1:1800
METRIC
NOTE:
Information displayed hereon has been compiled or computed from a variety of sources and should be used as a general guide only. No warranty is expressed or implied regarding the accuracy of such information.
CITY OF WINNIPEG
PLANNING, PROPERTY AND DEVELOPMENT DEPT.
LAND INFORMATION & MAPPING SERVICES
MISC. PLAN NO. 12480 / 3

SCHEDULE "A "

STERLING LYON PARKWAY

OFFEROR	PRICE OFFERED	NET OFFER	DEPOSIT	REAL ESTATE AGENT	LAND USE	COMMENTS
Crystal Developers Ltd.	2,000,000	2,000,000	300,000	No Commission	Multi Family Residential	
Canadian Conference of the Mennonite Bretheran Church of North America	1,825,000	1,767,250	273,750	Avison Young (Robert Antymniuk)	Commercial / Professional Office / Multi Family	
Streetside Development Corporation	1,550,000	1,550,000	232,500	No Commission	Multi Family (RM3 & RM4)	(Qualico)
Sunstone Resort Communities G.P. Ltd.	1,425,000	1,425,000	213,750	No Commission	Multi Family Residential	(Bill Coady)
LVP.Ltd.	1,325,000	1,282,250	198,750	Phoenix Real Estate (Gary Hirsch)	Multi Family Residential	
2514109 Manitoba Limited	1,318,000	1,318,000 less dedication	197,700	No Commission	Not identified	Shindico (John Pearson) No dedication payable
A & S Land Holdings (1992) Ltd.	1,100,000	1,100,000	165,000	No Commission	Multi Family Residential	
Broadstreet Properties Ltd.	1,100,000	1,100,000	165,000	No Commission	Multi Family Residential	

File No: 32/6153

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 those lands shown cross hatched as 'Street & Lane to be Closed' on Misc. Plan No. 12480/3 attached), the following lands:

Shown outlined as "Subject City Property" on Misc. Plan No. 12480/3

(hereinafter called the "Lands")

for the sum of **$2,000,000.00** 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 **$300,000.00**, 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). If the sale is approved as aforesaid, such date of approval is 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. **The deposit shall be invested by the City in an interest bearing account and all interest earned on the deposit to the date the deposit is returned to the Purchaser or to date of closing, as the case may by, shall be credited to the Purchaser. If the deposit is forfeited to the City hereunder, then interest earned on the deposit shall also be forfeited to and retained by the City.**

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

(3) It is a condition of this Offer for the benefit of the Purchaser that the Date of Approval must occur by no later than 90 days from the date of this Offer, subject to any extensions of this date granted by the Purchaser in writing in its sole and absolute discretion, failing which this Offer shall be null and void and the full amount of the deposit and all accrued interest thereon shall be returned to the Purchaser.

2. (1) The Date of Closing, Possession and Adjustments shall be three hundred (300) days from the Date of Approval or sooner by mutual consent.

(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 agrees that its proposed use and development of the Lands may require applications for rezoning, subdivision, variances or conditional uses, which applications and resulting land dedication charges (if any) are to be at the sole cost and responsibility of the Purchaser, **and where such applications form part of or are made in conjunction with the Purchaser's application for re-zoning and subdivision under section 14 hereof, they shall be subject to the condition set forth in section 16 and the corresponding right of termination if such applications shall not be approved.**

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. **The City agrees to discharge this caveat when it ceases to have an interest in the Lands under 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 of the Lands, it shall:

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

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

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

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

(5) provide copies of any such Environmental Site Assessment of the said Lands to the City for its own use, at no cost to the City not later than ninety (90) days from the **Date of Approval**.

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

take remedial action to bring the contamination levels to within the Provincial Environmental Standards**, such remedial action to be completed not later than ninety (90) days from the City's receipt of the above documentation**;

OR

cancel the sale and return all monies paid in respect of the proposed sale by the Purchaser to that date, PROVIDED that the Purchaser 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 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 Allstream Inc., Centra Gas, or The City of Winnipeg, for the maintenance of existing and future facilities together with the right to enter upon the Lands at any time, with or without equipment for said purposes and subject to the owner covenanting not to erect or cause to be erected upon the easement area any building or structure without the prior written consent of the public utility or The City of Winnipeg requiring such easement. The Purchaser shall assume any and all costs for any relocation of utility distribution facilities. **Provided the grantee of any such easement shall exercise commercially reasonable efforts to locate such easement so as not to materially interfere with the Purchaser's intended use and development of the Lands.**

(2) The Purchaser to enter into agreements satisfactory **to the said utilities** or the City of Winnipeg, **as the case may be, and the Purchaser, acting reasonably and without delay**.

(3) The Purchaser acknowledges that the City may grant the easements to the said utilities before the transfer of land issues **provided that such utilities comply with the proviso at the end of section 10(1) above and the agreements providing for such easements are approved by the Purchaser, such approval not to be unreasonably withheld or delayed**.

(4) The Purchaser at its own expense will be responsible to provide any Easement Plans that may be required to effect registration of the Easement Agreements in the Winnipeg Land Titles Office. Any removal or relocation of a public utility in the Lands will be at the expense of the Purchaser.

11. (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 11 shall not merge but shall survive closing.

12. 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.

13. The City shall, at its expense, prepare a Closing Plan for DACI8/2006 (closing of Griffin Street and lanes) and Closing By-law for its enactment by Council. The sale of the Lands are subject to the prior enactment of the street closing by-law by Council, failing which, the agreement resulting from the Offer to Purchase shall be null and void and the deposit shall be returned in full.

14. Within 60 days of the Date of Approval, the Purchaser agrees to initiate and file a completed rezoning and subdivision application, at its expense, to rezone and subdivide the Lands to permit the Purchaser's intended development, being **[see attached Schedule "s. 14" – Purchaser's Intended Use and Development]**(to be filled in by Purchaser). If the Purchaser fails to initiate such rezoning and subdivision application during this time period, the deposit herein shall be forfeited to the City and the Offer to Purchase shall be null and void.

15. All costs for the preparation and registration of the subdivision plan, re-zoning, subdivision, variances or conditional uses including but not limited to survey, legal and dedication fees, if any, are to be at the sole cost and responsibility of the Purchaser.

16. This Offer is subject to the Purchaser receiving approval from Council to subdivide and rezone the Lands for purpose of the use **and development** described in Clause #14 herein, no later than 240 days from the Date of Approval, (unless extended in writing by the mutual consent of the Purchaser and the City), 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. The Purchaser shall be required to enter into a servicing agreement with the City as a condition of approval of the development application required to rezone and subdivide (consolidate) the Lands, **the terms and conditions of such servicing agreement to be satisfactory to the Purchaser, acting reasonably and without delay**.

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

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

19. 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. **The Purchaser shall have the right at any time prior to the closing to assign this Offer to, and nominate in writing any person, firm or corporation, including a limited company, to be hereinafter incorporated, provided such assignee/nominee is an affiliate of or related to the Purchaser, to take title to the Lands in its place and stead; and in such event each and every of the Purchaser's agreements and/or covenants herein contained shall be assumed and discharged by such assignee/nominee and the Purchaser shall be released from its obligations and responsibilities hereunder effective the date of such assignment.**

20. The Purchaser is hereby advised that soil conditions in Winnipeg are of the glacial till variety 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 acknowledges and agrees that sale of the Lands by the City is subject to the approval of City Council or its delegated authority.

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

Crystal Developers Ltd.,
Name (Please Print) Address

Contact **Rubin Spletzer**
Marlene Spletzer

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

IN WITNESS WHEREOF the Purchaser has signed this document in

Winnipeg, Manitoba, this 20th day of April, 2007.

CRYSTAL DEVELOPERS LTD.
Per:

_____ _____
Witness Authorized Signature

Rubin Spletzer - President
Name and Title of Authorized Signature (Please print)

ACCEPTED this _____ day of _____, A.D., 2007.

THE CITY OF WINNIPEG

Per: _____
DIRECTOR
Planning, Property and Development Department

Approved:

_____
Planning Property and Development Department

FRDOCS_832066.1

SCHEDULE "s. 14"

DESCRIPTION OF PURCHASER'S INTENDED USE AND DEVELOPMENT

Friesen Tokar Architects + Landscape + Interior Designers
200-2033 Portage Avenue, Winnipeg, Canada R3J 0K8
t. 204.885.9323 f. 204.837.7235 ft3.ca

19 April 2007

101-90 Garry Street
Winnipeg, Manitoba
R3C 4H1

Attention: **Mr. Rubin Spletzer**

Re: **Sterling Lyon Housing Feasibility Study**
Winnipeg, Manitoba
Comm. No. 07.999

Please find attached our Design Option for the development of a multi-family housing development on the property at Sterling Lyon Parkway at Paget Street. The proposed development will have a minimum of 440 residential units built in four phases on the site to a height of 6 storeys. Phase 1 will have 120 supported seniors' housing units with below grade and exterior grade parking totaling 110 stalls. Phase 2 will have 120 rental apartments units with below grade and exterior grade parking totaling 180 stalls. Phases 3 and 4 will total 200 rental apartments units with below grade, main floor and exterior grade parking totaling 315 stalls. The property is intended also to be subdivided into 3 to 4 separate parcels to facilitate the construction of each phase of the project.

The development will have one access road which circulates to Paget Street. The site will be developed with a retention pond for storm sewer water-holding and extensive walking paths to link pedestrian traffic to the neighbouring facilities. The design of each phase will be unique, while maintaining a residential feel in keeping with the neighbouring single-family housing.

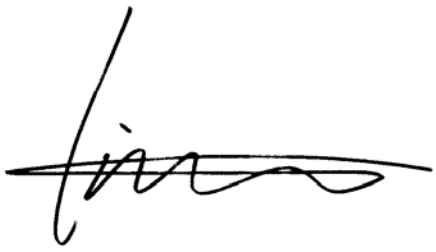
We trust you find this design in keeping with your requirements and look forward to assisting you further in the development of this exciting proposal.

ft3

Sincerely,

Friesen Tokar Architects + Landscape + Interior Designers



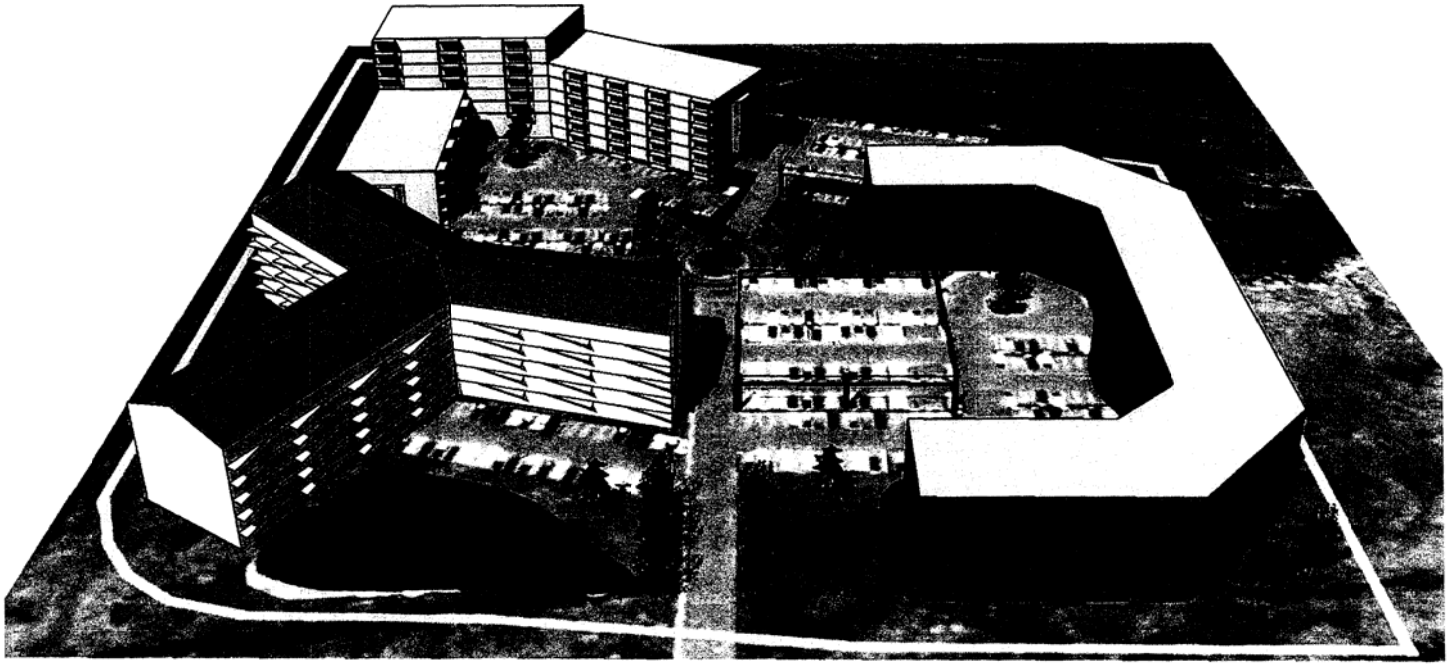


Brian W. Tokar, MAA, AAA, SAA, MRAIC, Assoc. AIA
Principal

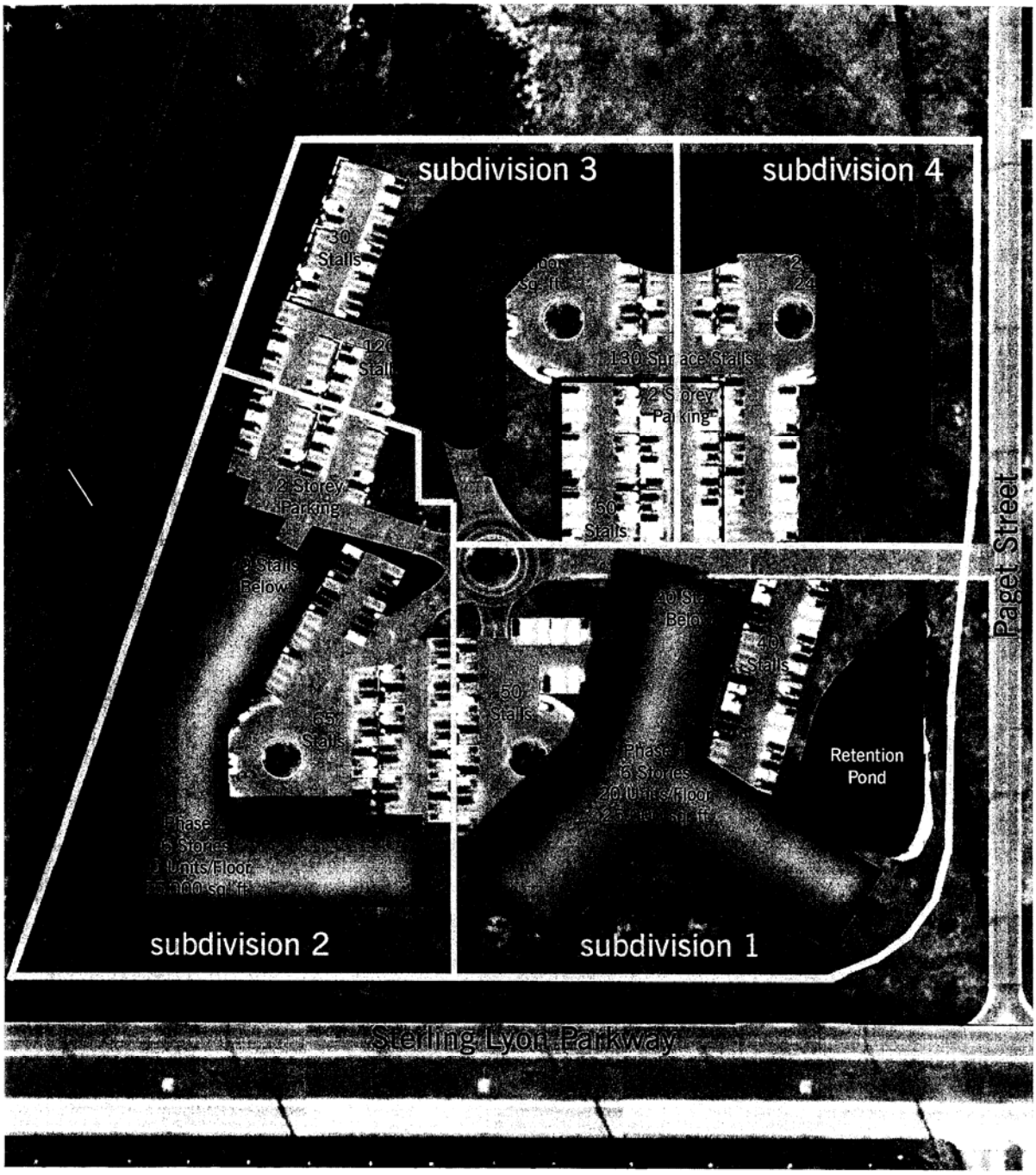
Ken A. MacKinnon, MArch, MRAIC
Project Manager

Enclosures

H:_2007\07999 Sterling Lyon Housing Plan\07999 letter 2007 04 19 RubinS Feas Study .doc



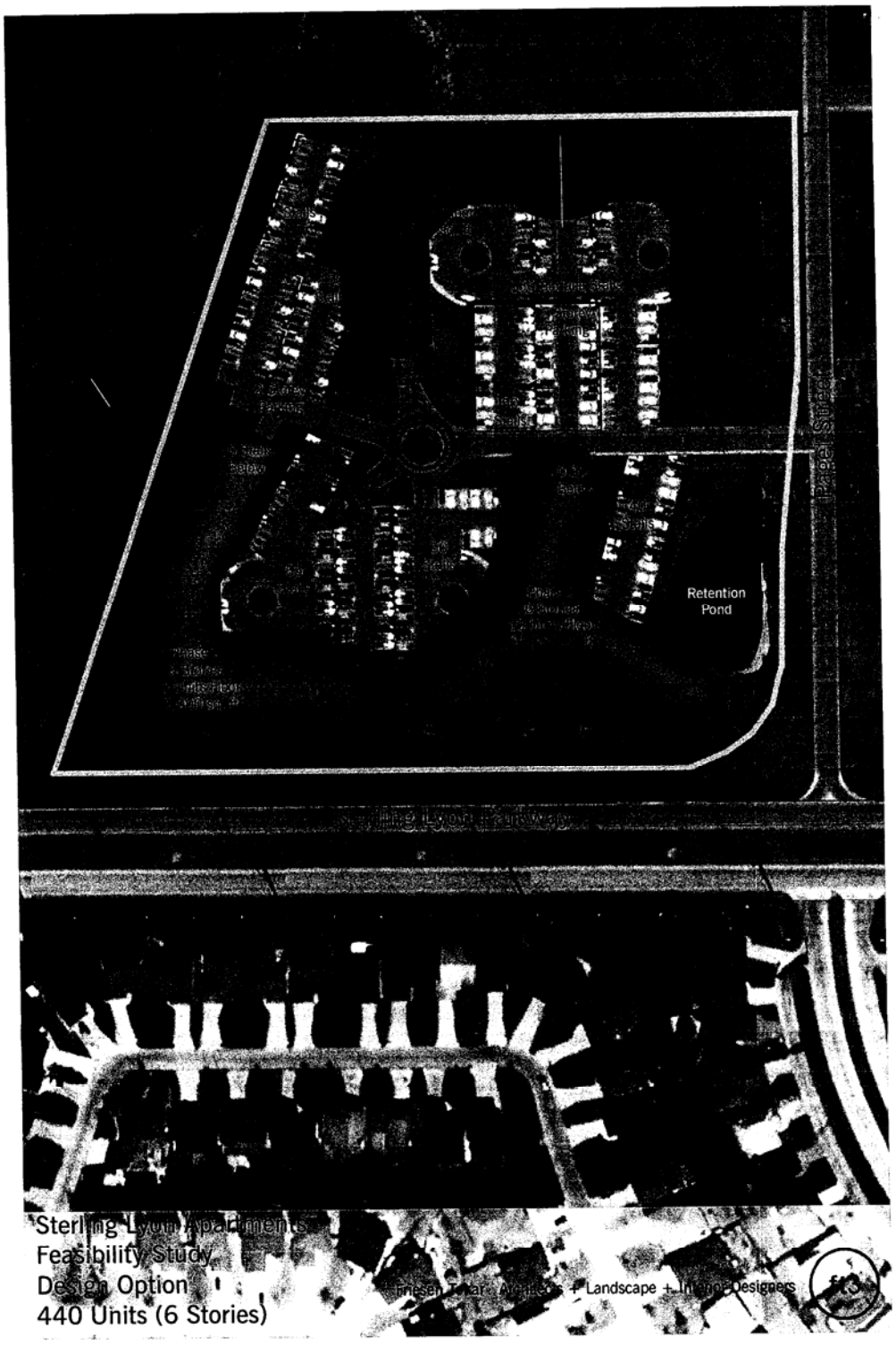
Sterling Lyon Apartments
Feasibility Study



Sterling Lyon Apartments
Feasibility Study

Subdivision Plan

Friesen Tokar Architects + Landscape + Interior Designers ft3


Retention
Pond
Sterling Lyon Apartments
Feasibility Study
Design Option
440 Units (6 Stories)

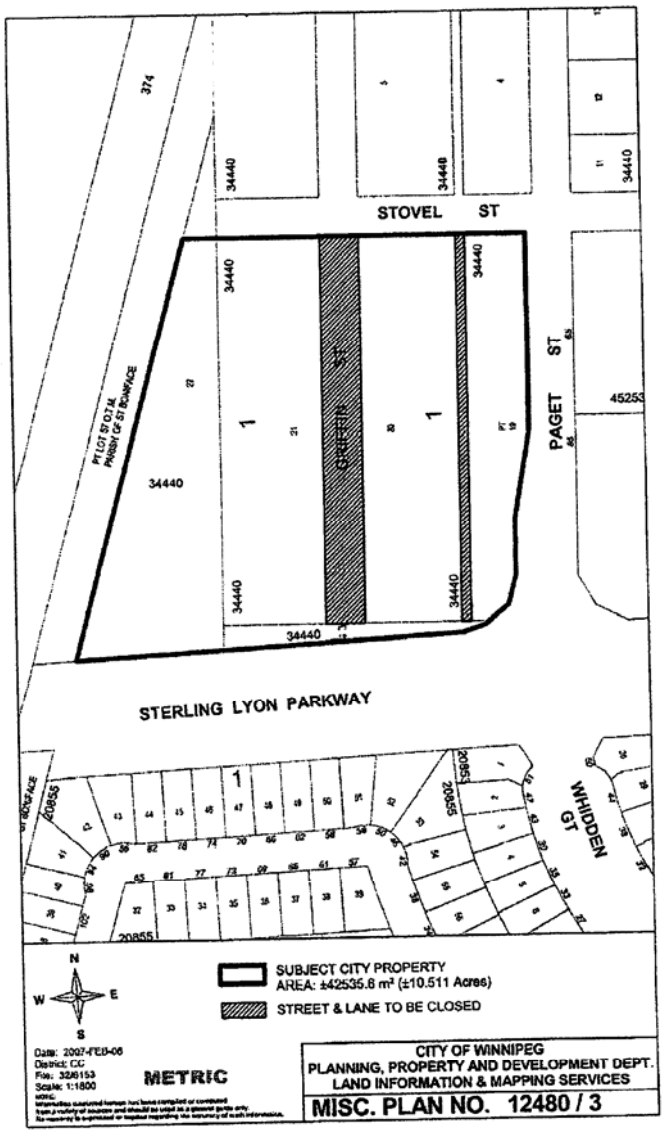

STOVEL ST
PAGET ST
GREEN ST
STERLING LYON PARKWAY
WHIDDEN GT
PT LOT 57 OT M
PARISH OF ST BONIFACE
34440
34410
45253
20855
SUBJECT CITY PROPERTY
AREA: ±42535.8 m² (±10.511 Acres)
STREET & LANE TO BE CLOSED
N
W
E
S
Date: 2007-FEB-06
District: CC
File: 326153
Scale: 1:1800
METRIC
CITY OF WINNIPEG
PLANNING, PROPERTY AND DEVELOPMENT DEPT.
LAND INFORMATION & MAPPING SERVICES
MISC. PLAN NO. 12480 / 3

EXHIBIT "A"

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	Range	Interest in Property

DRAFT

3. Mailing Address_____
4. Place of Residence_____
5. Name and Address of Registered Ow_____
(Pri
_____
(Print)
6. Description of building on property:
Dwellings _____
Other Buildings _____
7. Date of Purchase _____ 8. Purchase Price_____

Date: _____ 2007 _____
(Signature of Applicant)

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