Minutes – Executive Policy Committee – February 13, 2008

Minute No. 160
Report – Standing Policy Committee on Property and Development – January 29, 2008

Item No. 6 **Sale - City-owned Property - South side of Broadway at Picardy Place (Daniel McIntyre Ward)**
File FI-2.4(32)

EXECUTIVE POLICY COMMITTEE RECOMMENDATION:

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 City-owned property shown in broken outline on Misc. Plan No. 8909/4, be declared surplus to the City's requirements.

2. That subject to the approval of Recommendation No. 1, the sale of the subject City-owned property shown in broken outline on Misc. Plan No. 8909/4 to New Directions for Children, Youth and Families Inc. shall be subject to approval of project funding from the Winnipeg Housing and Homelessness Initiative.

3. That subject to the approval of Recommendations Nos. 1 and 2, the sale of the subject City-owned property shown in broken outline on Misc. Plan No. 8909/4 be approved in favour of New Directions for Children, Youth and Families Inc. for the price of $1.00 in accordance with the terms and conditions of the Offer to Purchase, dated November 30, 2007, contained in the report from the Acting Director of Planning, Property and Development dated January 21, 2008 and upon such additional terms and conditions that the Director of Planning, Property and Development and the City Solicitor/Manager of Legal Services consider necessary to protect the interests of the City and to achieve the intent of Council.

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

Minutes – Executive Policy Committee – February 13, 2008

Report – Standing Policy Committee on Property and Development – January 29, 2008

DECISION MAKING HISTORY:

Moved by Councillor Swandel,

That the recommendation of the Standing Policy Committee on Property and Development be concurred in and forwarded to Council.

Carried

STANDING COMMITTEE RECOMMENDATION:

On January 29, 2008, the Standing Policy Committee on Property and Development concurred in the recommendation of the Winnipeg Public Service and submitted the matter to the Executive Policy Committee and Council.

RE: Proposed Sale of City-owned Property Located on the South side of Broadway at Picardy Place
City Centre Community
Daniel McIntyre Ward

FOR SUBMISSION TO: Standing Policy Committee on Property and Development

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

REPORT DATE: January 21, 2008

RECOMMENDATION:

1. That Council declares the City-owned property shown in broken outline on Misc. Plan No. 8909/4, attached, surplus to the City's requirements.

2. That subject to the approval of Recommendation No. 1, the sale of the subject City-owned property shown in broken outline on Misc. Plan No. 8909/4 to New Directions for Children, Youth and Families Inc. shall be subject to approval of project funding from the Winnipeg Housing and Homelessness Initiative.

3. That subject to the approval of Recommendations Nos. 1 and 2, the sale of the subject City-owned property shown in broken outline on Misc. Plan No. 8909/4 be approved in favour of New Directions for Children, Youth and Families Inc. for the price of $1.00 in accordance with the terms and conditions of the attached Offer to Purchase, dated November 30, 2007, and upon such additional terms and conditions that the Director of Planning, Property and Development and the City Solicitor/Manager of Legal Services consider necessary to protect the interests of the City and to achieve the intent of the Standing Policy Committee on Property and Development.

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 City-owned property shown shaded on Misc. Plan No. 8909/4 forms part of property that was acquired by expropriation in 1967 by the former Metropolitan Corporation of Greater Winnipeg for transportation purposes in connection with the Broadway extension. After the Broadway extension was completed, the subject property was considered residual to the project.
- The Planning, Property and Development Department has received an Offer to Purchase the subject City-owned property shown in broken outline on Misc. Plan No. 8909/4 for $1.00, from New Directions for Children, Youth and Families Inc.
- The Planning, Property and Development Department is recommending approval of the sale.

Implications of the Recommendation(s):

General Implications

(X) None

( ) For the organization overall and/or for other departments

( ) For the community and/or organizations external to the City

( ) Involves a multi-year contract

Comment(s):

Policy Implications

(X) No

( ) Yes

Comment(s): The recommended sale of the subject City-owned property is in accordance with the City's *"Offers to Purchase City-owned Property Policy"*. In accordance with the Policy, the Department may accept for consideration unsolicited offers for City-owned property and will sell these properties at or below market value when mandated by Council approved policies or programs. The Municipal Aboriginal Pathways Strategy (MAPS), the Affordable Housing Initiative (AHI**)**, the Winnipeg Housing and Homelessness Initiative (WHHI), and the Economic Opportunity Framework are examples of these policies and programs.

Regulatory Implications

(X) None

( ) Eliminates or reduces regulatory impact

( ) Proposes regulatory impact

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):

Report

REASON FOR THE REPORT:

The Planning, Property and Development Department is in receipt of an Offer to Purchase the subject City-owned property shown in broken outline on Misc. Plan No. 8909/4. Council approval is required to declare the subject property surplus to the City's requirements. Standing Policy Committee on Property and Development approval is required for the sale.

HISTORY:

The City-owned property shown shaded on Misc. Plan No. 8909/4 forms part of property that was acquired by expropriation in 1967 by the former Metropolitan Corporation of Greater Winnipeg for transportation purposes in connection with the Broadway extension. After the Broadway extension was completed, the subject property was considered residual to the project.

Details of the subject property are as follows:

Location:	South side of Broadway at Picardy Place
Legal Description:	Lot 22, Plan 34193
Certificate of Title:	1476765
Roll Number:	12038178200
Assessment:	$23,400
Size:	±328.6 m² (±3537.1 sq. ft.)
Zoning:	"R2-T" – Residential District

In 1985, the adjoining owners at 18/22 Picardy Place, applied to purchase the subject City-owned property. The City Centre-Fort Rouge Community Committee had no objection to the proposed sale; however the sale of the property was not concluded.

In 1993, the new owner of 18/22 Picardy Place was also interested in purchasing the subject property to accommodate the development of a wood frame apartment block. At that time, the former Streets and Transportation Department identified a portion of the subject property that needed to be retained for street widening and for public lane turnaround. The owner did not pursue the purchase of the property further and instead offered to sell his property to the City. The City was not interested in acquiring the property at that time.

In 1998, the Department received another expression of interest from the Broadway First Baptist Church, which was interested in acquiring the subject property for parking purposes. Due to parking not being permitted under the "R2-T" Residential Zoning District, the Church did not proceed with the purchase.

DISCUSSION:

In 2005, the Department received communication from an interested party wishing to acquire the subject City-owned property to develop a small scale, mixed-use building that would include two or three residential units with some commercial space at grade.

The Department was considering disposing of the subject property through a public offering; however, in the fall of 2007 the Department received advice from New Directions for Children, Youth and Families Inc. (New Directions) that it was interested in purchasing the subject City-owned property. New Directions is proposing the development of a non-profit shelter housing facility that would assist women in the community in need of counselling, retraining and shelter housing. The project would consist of rehabilitation and training areas on the main floor and twelve (12) individual self contained shelter units on the second and third floors to be used for personal safety and privacy. These are short term transitional housing units that would enable New Directions in conjunction with their partners in the community to assess and assist those women in need. The appropriate measures and counselling would be applied with the aim of providing the necessary support services to reintegrate the women into society as positive and productive persons.

The subject property was circulated to all City Departments. The Public Works Department advised that the City would need to retain a 1m strip along the Broadway frontage for future street purposes (shown hatched on Misc. Plan No. 8909/4). In addition, access to the property will have to be taken from the lane and not Broadway. Aside from the requirements of the Public Works Department, no other civic need was identified.

The Planning, Property and Development Department supports the sale of the subject property to New Directions as it has been helping women, children, families and youth who are in need of supportive services since 1897. The Department has negotiated proposed terms and conditions of sale of the subject property with New Directions in accordance with the City's policy on the sale of land to non-profit organizations (i.e., purchase price of $1.00 and the property reverting back to the City at the conclusion of the economic life of the project).

The Planning, Property and Development Department is recommending the sale of the subject property shown in broken outline on Misc. Plan No. 8909/4 to New Directions for the following reasons:

a) The Ward Councillor supports the sale of the subject property to New Directions and its proposed project.
b) The Department has received a copy of a letter from the Province of Manitoba – Housing Services, encouraging New Directions to apply for Provincial loan support.

c) New Directions will be responsible for all costs associated with Plan of Survey in order to facilitate the requirements of the Public Works Department.
d) The property will generate realty tax upon closing of the sale.
e) The property shall revert back to the City at the conclusion of the economic life of the project.

Financial Impact Statement Date: January 17, 2008

Project Name:

Proposed Sale of City-owned Property located on the South side of Broadway at Picardy Place

COMMENTS:

There are no material financial implications associated with the recommendations contained in this report.

"Original Signed By"
Mike McGinn, CA
Manager of Finance

IN PREPARING THIS REPORT THERE WAS:

Internal Consultation With and Concurrence By:

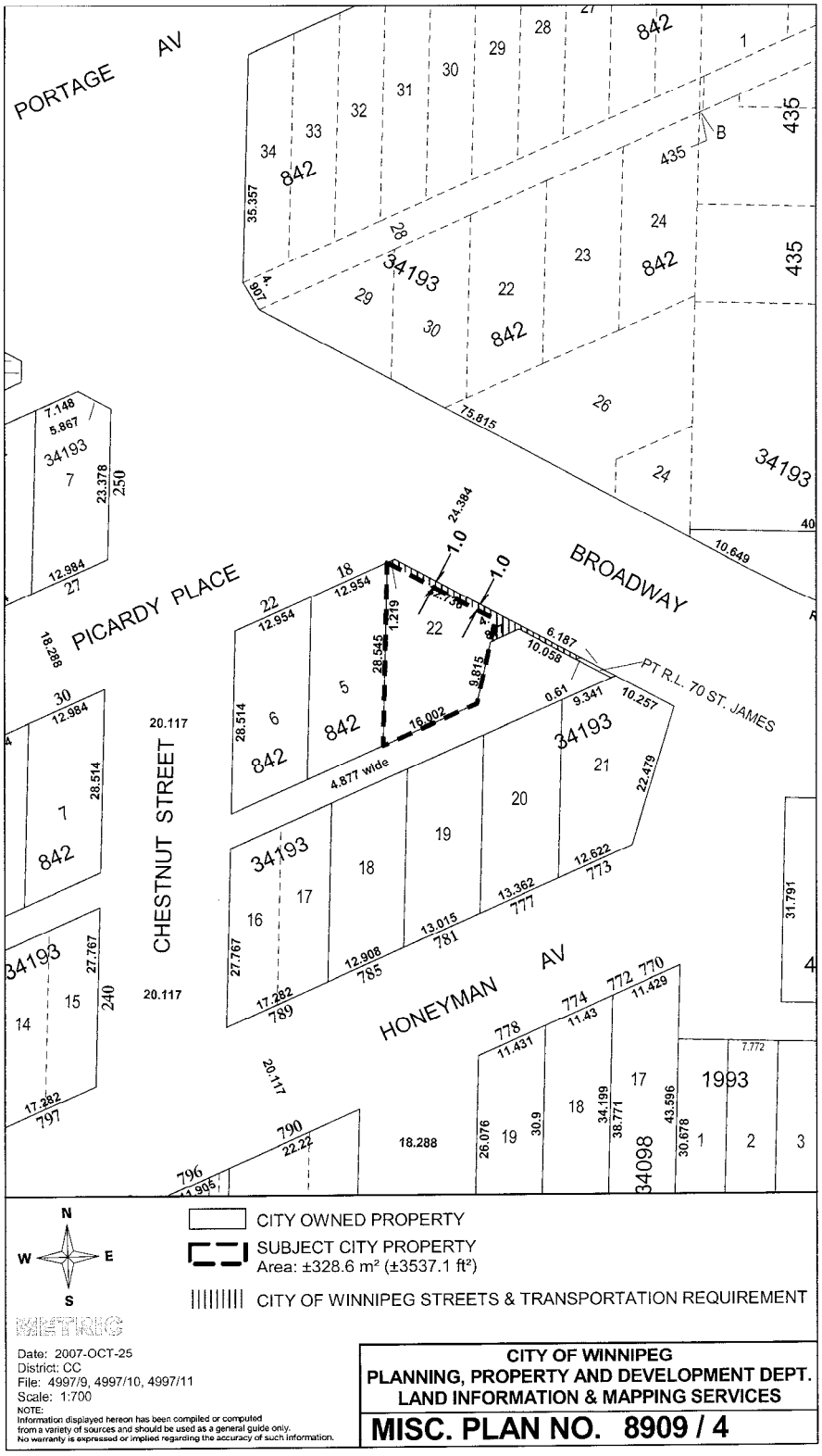
N/A

External Consultation With:

N/A

THIS REPORT SUBMITTED BY:

Department: Planning, Property and Development
Division: Real Estate
Prepared by: Joedi Pruden
PPD File No. 4997/9-11


PORTAGE AV
PICARDY PLACE
CHESTNUT STREET
BROADWAY
HONEYMAN AV
PT R.L. 70 ST. JAMES
CITY OWNED PROPERTY
SUBJECT CITY PROPERTY
Area: ±328.6 m² (±3537.1 ft²)
CITY OF WINNIPEG STREETS & TRANSPORTATION REQUIREMENT
METRIC
Date: 2007-OCT-25
District: CC
File: 4997/9, 4997/10, 4997/11
Scale: 1:700
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. 8909 / 4

File Nos.: 4997/9-11

THIS AGREEMENT made in duplicate between:

THE CITY OF WINNIPEG,

(hereinafter called the *"City"),*

OF THE FIRST PART,

- and -

NEW DIRECTIONS FOR CHILDREN, YOUTH, ADULTS AND FAMILIES INC.

(hereinafter called the *"Purchaser"),*

OF THE SECOND PART.

WHEREAS the City is the registered owner of land outlined and identified as ***"SUBJECT CITY PROPERTY"*** on attached Misc. Plan No. 8909/4, (hereinafter called the ***"Land")*;**

AND WHEREAS the Purchaser wishes to develop a women's shelter housing complex (the ***"Complex")*** on the Land and is prepared to purchase the Land from the City upon mutually acceptable terms and conditions;

AND WHEREAS the City is prepared to sell the Land to the Purchaser and to permit the Purchaser to develop the Complex:

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the foregoing and of the mutual covenants herein contained, the parties hereto hereby covenant and agree, each with the other, as follows:

1. The preamble hereto shall form an integral part of this Agreement.

2. The City hereby agrees to sell to and the Purchaser hereby agrees to purchase the Land from the City for the sum of **ONE ($1.00) DOLLAR,** plus applicable Goods and Services Tax (hereinafter called the ***"Purchase Price"),*** the receipt of which is hereby acknowledged, subject to the approval of the sale by the City's Standing Policy Committee on Property and Development and/or City Council (in the event that Council approval is required), hereinafter called the ***"Date of Approval"***.

3. The date of closing, possession and adjustments shall be sixty (60) days following receipt by the City of notice in writing of the satisfaction and waiving of the due diligence conditions as set out in Clause 13 and 15 herein, whichever is the later.

4. In addition to the purchase price, the Purchaser shall pay to the City on or before the date of closing, possession and adjustments an amount equal to the total of such taxes, rates and charges including local improvement levies, which would have been levied or charged against the Land as though the Land 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 current taxation year.

   In the event the Purchaser fails to comply with this Clause 4, it is hereby acknowledged and agreed that all of the Purchaser's rights and interests in respect of the Land shall at the City's sole discretion be fully ended without notice and all monies paid to the City by the Purchaser pursuant to this agreement shall be retained by the City free from any claim by the Purchaser.

5. The Purchaser shall:

(b) Accept title to the Land subject to any and all exceptions, reservations or encumbrances expressed or implied in the City's title;

(b) Complete the purchase of the Land and shall be bound by the terms and conditions as herein set forth failing which the Purchaser shall forfeit in favour of the City all monies paid by it to the City pursuant to this Agreement;

(c) Be responsible for all costs including without limitation legal and professional fees, land transfer tax and applicable Goods and Services Tax incurred by it in obtaining possession of and title to the Land;

(d) Not register or cause to be registered a caveat or other encumbrances against the City's title to the Land before transfer of the Land to the Purchaser.

6. The Purchaser will obtain possession of the Land 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.

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

8. (1) There are sufficient water and sewer utilities in close proximity to the Land suitable for servicing.

(2) Sewer and water lot-line connections from the services in the street **do not** exist. New sewer and water lot line are to be paid by the Purchaser. The Purchaser to satisfy themselves as to other service connections.

(3) The Purchaser agrees to sod the boulevards abutting the Land 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.

9. The sale of the Land 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 Land 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.

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 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 facilities (hereinafter called the ***"Easement Area")*** together with the right to enter upon the Lands at any time, with or without equipment for said purposes.

(2) The Purchaser shall not erect or cause to be erected in, on, over or upon the Easement Area any building or structure without the prior written consent of such public utility and/or City requiring such easement.

(3) In the event of abandonment or relocation of any of the public utilities' facilities, all costs shall be borne by the Purchaser and shall be a matter between the Purchaser and such public utility and/or utilities and/or the City as the case may be.

(4) The Purchaser hereby covenants, agrees and undertakes to enter into agreements satisfactory to the said utility, utilities and/or the City as may be required in this respect;

(5) The Purchaser hereby acknowledges and agrees that the City may grant such easements as herein contemplated before the transfer of the Land in favour of the Purchaser is completed.

(6) 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.

11. The Purchaser 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 Land or with respect to the value thereof or with respect to the Purchaser's intended uses or redevelopment thereof or with respect to the environmental condition of the Land;

(2) The Purchaser has inspected or investigated the Land, the title thereto, the permitted encumbrances, any tenancies and all other matters material to the Purchase and the proposed use of the Land and that it is relying solely upon 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 Land on an "as is", "where is" basis, and is purchasing the Land 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 Land.

(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 any such information shall be the responsibility of the Purchaser; and

(5) The Land is deemed to be taken by the Purchaser at the Purchaser's own risk with all faults and imperfections whatsoever. The Purchaser agrees with the City that the application of "Buyer Beware" shall apply to the offer in the strictest meaning.

12. The Purchaser acknowledges and agrees that in the event the Purchaser, at its sole cost, effort and expense, conducts or causes to be conducted an environmental impact study and/or soil testing of the Land, it shall:

(2) Ensure that all work done in connection with such environmental impact study and/or soil testing is completed on or before ninety (90) days from the Date of Approval;

(b) Maintain the Land in a safe condition at all times during the conduct of any work done in pursuance of this Clause;

(c) Restore the Land to the same condition as prior to its entering in or upon the same in pursuance of this Clause;

(d) 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 impact study and/or soil testing; and

(e) Provide copies of any such environmental impact study and/or report concerning soil testing of the Land to the City for its own use at no cost to the City.

FURTHER, in the event it is determined as a result of such environmental impact study and/or soil testing that contamination levels exceed Provincial Environmental

Standards and the Purchaser provides to the City documentation in this respect, the City at its sole option shall be entitled to:

(i) Take remedial action to bring contamination levels within the Provincial Environmental Standards; or

(ii) Cancel the sale and return all monies paid to that date to the City by the Purchaser.

PROVIDED HOWEVER, that in the event the Purchaser fails to advise the City of such non-compliance with Provincial Environmental Standards ninety (90) days from the Date of Approval, then in that event, the Purchaser hereby agrees 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, under or upon the Land.

13. It is understood and agreed that this sale is subject to the Purchaser satisfying the following due diligence conditions on or before one hundred and fifty (150) days from the Date of Approval:

(a) Obtaining the necessary zoning, variances and conditional uses to be able to develop the Land for its purposes;

(b) Arranging suitable financing for the Complex;

Should the City not be advised in writing of the satisfaction or waiving of the due diligence conditions on or before one hundred and fifty (150) days from the Date of Approval, this Agreement becomes null and void and the City is at liberty to deal with the Land as it deems appropriate.

14. It is an express condition hereof, that the Purchaser shall:

(1) Develop on the Land the Complex; PROVIDED THAT prior to the commencement of any and all work in connection therewith, it shall, at its sole cost, effort and expense:

(i) Provide to the City for approval, plans and/or specifications of all buildings and/or improvements to be erected on the Land. The Purchaser must be aware that access will not be permitted off Broadway, access must be taken from the lane;

(ii) Provide to the City for approval by the City's Director of Planning, Property and Development, (hereinafter called the ***"Director"),*** site landscape drawings, prepared by a qualified landscape architect;

(iii) Apply for the rezoning and variances, if necessary, to permit the Purchaser's proposed development on the Land. It is understood that the approval of the sale will be subject to the Purchaser being satisfied with the conditions that are imposed as part of the rezoning process;

(iv) Obtain all necessary permits at the Purchaser's expense and comply with all laws, by-laws and regulations of any federal, provincial or municipal authority;

(v) Comply with all restrictions imposed by way of development or zoning agreements and comply with all utility easements or rights-of-way;

(vi) Ensure that the construction work is performed and completed in compliance with all applicable statutes, by-laws, ordinances and regulations of any federal, provincial or municipal authority and shall obtain all necessary permits at the Purchaser's expense. The Purchaser shall ensure that the contractor and/or builder maintains and keeps in force during the construction period insurance indemnifying the City,

with the City named as additional insured, and the Purchaser against all claims arising out of the construction;

(vii) Ensure that any and all builders' liens, charges and/or claims (hereinafter called the ***"liens")*** as may be filed against the Land, affecting the freehold titles thereto, shall be fully discharged within forty (40) days following substantial completion of the construction work/ AND in the event the Purchaser fails to do so, the City is hereby entitled to do so and to charge all costs it may incur in attending to the discharge of the liens and any of them, to the Purchaser who shall, immediately upon demand by the City, pay such costs to the City;

(viii) Be solely responsible for all costs and expenses related to the purchase of the Land and the development of the Complex, including but not limited to realty taxes, utilities, accesses, off-site costs if required, and costs related to the rezoning conditions of the Land.

15. The Purchaser shall at its sole cost, effort and expense, do all things as necessary, including but not limited to causing to be prepared and registered at the Winnipeg Land Titles Office a plan which will legally separate the "City of Winnipeg Streets & Transportation Requirement" as shown on the attached Misc. Plan No. 8909/4.

16. The Purchaser agrees to commence construction of the complex on or before April 1, 2008. Should construction of the Complex not be commenced by April 1, 2008, the title to the Land shall revert back to the City at the Purchaser's sole cost and expense free and clear of any and all encumbrances except those herein contemplated or hereafter placed by, through, against or under the City, or now existing, provided that where construction is delayed as a result of strikes or *force majeure,* the time limit shall be extended by a time period equal to the time period lost as a result of the reasons aforesaid.

The Purchaser shall provide the City, on or before the date of closing, possession and adjustments, with a Quit Claim and a Transfer of Land transferring the Land back to the City free and clear of any and all encumbrances except those herein contemplated or now existing, executed on behalf of the Purchaser, in a form satisfactory to the City Solicitor.

17. Construction of the Complex must be fully completed on or before October 31, 2008. In the event the Purchaser fails to fully complete construction of the Complex in accordance with the plans approved by the City on or before September 1, 2009, the title to the Land shall revert back to the City at the Purchaser's sole cost and expense free and clear of any and all encumbrances except those herein contemplated or hereafter placed by, through, against or under the City, or now existing, provided that where construction is delayed as a result of strikes or *force majeure,* the time limit shall be extended by a time period equal to the time period lost as a result of the reasons aforesaid

18. The Purchaser shall not erect any buildings or structures on the Land other than those permitted to be erected or placed on the Land without the prior written approval of the City.

19. The Purchaser is aware that prior to construction and or occupying any buildings on the Land that they must obtain all required development, building and occupancy permits.

20. 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.

21. The Purchaser agrees that it has been advised that soil conditions in Winnipeg are of the glacial till variety which are composed of Lacustrine Clays with Silt Intrusions. The Purchaser shall be responsible for any increase costs of development due to this random stratification and that the Purchaser and its agents indemnify the city against

all claims respecting the issue arising out of the development of the Land by the Purchaser or its agent.

22. The Purchaser agrees that the City may register and maintain a caveat against the Land 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 Land according to the tenor of this Agreement.

23. The Purchaser agrees that the sale of the Land shall be subject to the City's policy for the sale of lands to non-profit organizations and to be implemented as follows:

    (a) Where it is proposed that City lands be leased or sold at less than market value to non-profit organizations for a project which is a public benefit, the following eligibility criteria will apply:

        i) The organization must provide a facility operated in its entirety by a non-profit organization for non-profit uses;

        (ii) The organization must provide for activities, which are compatible with the City's needs;

        (iii) The organization must provide facilities for which there is a current and projected need in that location;

        (iv) The organization must provide reasonable access to all Winnipeg residents without discrimination;

        (v) The organization must provide access without the charging of initiation fees, membership fees or other costs, which are incompatible with like facilities or organizations;

        (vi) The organization must provide evidence of available funding and commitment to complete the project and assurance that no ongoing operating subsidies from the city will be required over the life of the development.

    (b) That where lands are made available at less than market value that they revert back to the City at the conclusion of the economic life of the project or in the event that the Land shall not continue to be used as the Complex.

24. Time shall be in every aspect and particular of the essence of this Agreement which shall enure to the benefit of and be binding upon the parties hereto and their successors and assigns and successors in title to the lands affected thereby.

25. 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.

26. No commission is payable by the City on the sale of the Land.

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

28. 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.

29. The Purchaser acknowledges and agrees that sale of the Land by the City is subject to the approval of City Council or its delegated authority.

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

NEW DIRECTIONS FOR CHILDREN, YOUTH, ADULTS + FAMILIES
Name (Please Print)

400-491 PORTAGE AVE.
WINNIPEG MB
R3B 2E4
Address

Purchaser's Registration No. (G.S.T.) 13053 1114 RT0001

IN WITNESS WHEREOF the Purchaser has signed this document in

Winnipeg, MB, this 30 day of November, 2007

Witness

Authorized Signature

DR. JENNIFER FRAIN, C. PSYCH., EXECUTIVE DIRECTOR
Name and Title of Authorized Signature (Please Print)

Witness

Authorized Signature

Name and Title of Authorized Signature (Please Print)

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

THE CITY OF WINNIPEG

Per: _____
Director of Planning, Property and Development

Approved as to details:

Planning, Property and Development

Approved as to form:

for City Solicitor/Manager of Legal Services

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EXHIBIT "A"

Real Owner Application
(Not to be completed when submitting Offer to Purchase)

To the City Assessor

(Name of Municipality) Roll No. _____

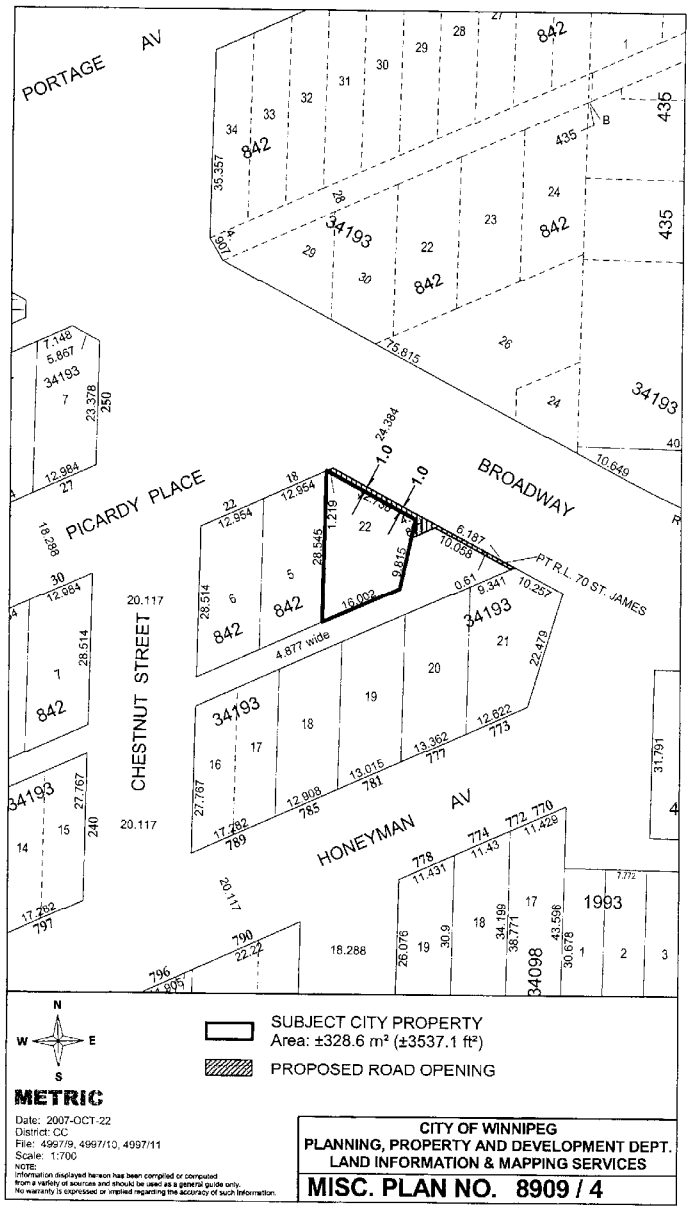
1. I/We _____
(Print Full Name)
request that my/our name(s) appear in the Assessment Roll of the City of Winnipeg in respect to the following property, pursuant to Section 12(1) of "The Municipal Assessment Act", Cap. M 226 S.M..
2. Description of Properties: (Give description of all property in respect of which you wish your name to appear).

Part of Lot or Section	Lot or Section	Block or Township	Plan or Range	Interest in Property

3. Mailing Address _____
4. Place of Residence _____
5. Name and Address of Registered Owner _____
(Print)
_____
(Print)
6. Description of building on property:
Dwellings _____
Other Buildings _____
7. Date of Purchase _____ 8. Purchase Price _____

Date: _____ 20 ____ _____
(Signature of Applicant)

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


PORTAGE AV
PICARDY PLACE
BROADWAY
CHESTNUT STREET
HONEYMAN AV
PT R.L. 70 ST. JAMES
4.877 wide
20.117
SUBJECT CITY PROPERTY
Area: ±328.6 m² (±3537.1 ft²)
PROPOSED ROAD OPENING
N
W
E
S
METRIC
Date: 2007-OCT-22
District: CC
File: 4997/9, 4997/10, 4997/11
Scale: 1:700
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. 8909 / 4