Minute No. 61
Report - Standing Policy Committee on Property and Development - November 21, 2006

Item No. 3 **Sale - Parcel A, Plan 18866 and portion of Public Lane south of rue Aubert and east of Tache Avenue - Triden Enterprises Inc.**
File FI-2.4(35)

COUNCIL DECISION:

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

1. That the City-owned property (Parcel A, Plan 18866), shown shaded on Misc. Plan No. 11888/4, be declared surplus to the City's requirements.

2. That the sale of the City-owned property (Parcel A, Plan 18866) and that portion of Public Lane shown outlined on Misc. Plan No 11888/4 to Triden Enterprises Inc. be approved at a price of $1,600.00 in accordance with the terms and conditions of the Offer to Purchase dated August 30, 2006, subject to Council's enactment of the closing by-law.

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

Report - Standing Policy Committee on Property and Development - November 21, 2006

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 November 29, 2006, the Executive Policy Committee concurred in the recommendation of the Standing Policy Committee on Property and Development and submitted the matter to Council.

STANDING COMMITTEE RECOMMENDATION:

On November 21, 2006, the Standing Policy Committee on Property and Development concurred in the administrative recommendation and submitted the matter to the Executive Policy Committee and Council.

COUNCIL:

On May 24, 2006, Council concurred in the recommendation of the Standing Policy Committee on Property and Development and adopted the following:

1. That the lane closing (part of the public lane in the block bounded by rues Aubert, St. Joseph and La Verendrye and avenue Tache) shown on Misc. Plan No. 11888/2 be approved and the land declared surplus to the City's needs.

2. That the City Solicitor/Manager of Legal Services be instructed to prepare the necessary by-law for submission to Council to effect the closing in accordance with Misc. Plan No. 11888/2.

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

RE: Proposed Sale of City-owned Property (Parcel A, Plan 18,866) and a portion of the Public Lane South of Rue Aubert and East of Tache Avenue – Triden Enterprises Inc.
Riel Community
St. Boniface Ward

FOR SUBMISSION TO: **Standing Policy Committee on Property and Development**

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

REPORT DATE: October 30, 2006

RECOMMENDATION:

1. That Council declares the City-owned property (Parcel A, Plan 18866) shown shaded on the attached Misc. Plan No. 11888/4 surplus to the City's requirements.
2. That subject to the approval of Recommendation 1, the sale of the City-owned property (Parcel A, Plan 18,866) and that portion of Public Lane shown outlined on the attached Misc. Plan No 11888/4 to Triden Enterprises Inc. be approved at a price of $1,600.00, in accordance with the terms and conditions of the attached Offer to Purchase dated August 30, 2006, and subject to Council's enactment of the proposed closing By-law.
3. That the Proper Officers of the City be authorized to do all things necessary to implement the intent of the foregoing.

Report Summary

Key Issues:

- Triden Enterprises Inc. intends to consolidate a portion of the Public Lane and the City-owned property (Parcel A, Plan 18,866) with its adjacent land to the north, to provide for a multi-family development.
- On May 24, 2006, Council adopted the closing (DAC 6/2006) of part of the Public Lane in the block bounded by rues Aubert, St. Joseph and La Verendrye and Avenue Tache (shown outlined on Misc. Plan No. 11888/4).
- The Planning, Property and Development Department are now recommending the approval of the terms and conditions of sale.

Implications of the Recommendation(s):

General Implications

(X) None

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

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

( ) 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 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 City-owned property (Parcel A, Plan 18,866) shown shaded on Misc. Plan No. 11888/4 and that portion of the Public Lane shown outlined on Misc. Plan No. 11888/4. Authority to approve the proposed terms and conditions of sale as set out in the attached Offer to Purchase rests with the Standing Policy Committee on Property and Development. Council approval to declare the City property as surplus is required and Council's enactment of the proposed closing is also required.

HISTORY:

Triden Enterprises Inc. intends to consolidate the closed part of the Public Lane and the City-owned property (Parcel A, Plan 18866) with its adjacent land to the north, to provide a rectangular site for a future multi-family development.

On May 2, 2006, the Standing Policy Committee on Property and Development considered and approved a closing application (DAC 6/2006) to legally close that portion of the Public Lane shown outlined on Misc. Plan No. 11888/4. Subsequently, on May 24, 2006, Council adopted the closing of that portion of the Public Lane.

DISCUSSION:

The Planning, Property and Development Department have determined that there is no City requirement for the subject lands.

The Planning, Property and Development Department recommends that the proposed sale of the City-owned property (Parcel A, Plan 18866) and that portion of the Public Lane be approved at a price of $1,600.00, for the following reasons:

a) The property cannot be developed on its own.

b) Due to its size and shape, this property is not marketable to anyone other than the adjoining owner.

c) The property would be on the tax roll at the time of closing of the sale.

d) The purchaser would be responsible for all costs related to the closing and survey plans.

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

f) The proposed terms and conditions of sale recommended by the Department are in accordance with the City's standard terms and conditions and include special items required by the Department (i.e., the title to the subject City property to be consolidated with the Purchaser's adjacent property).

Financial Impact Statement

Date: October 30, 2006

Project Name:

First Year of Program 2007

Proposed Sale of Parcel A, Plan 18866, and portion of Public Lane in the block bounded by rues Aubert, St. Joseph and La Verendrye and Avenue Tache.

	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	1,600	-	-	-	-
Net Cost/(Benefit)	$ (1,600)	$ -	$ -	$ -	$ -
Less: Existing Budget Amounts	(1,600)	-	-	-	-
Net Budget Adjustment Required	$ -	$ -	$ -	$ -	$ -

Additional Comments: Incremental revenue of $1,600 will be credited to the Land Operating Reserve. Property tax revenue to the City resulting from this property being placed on the tax roll are immaterial.

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

IN PREPARING THIS REPORT THERE WAS:

Internal Consultation With and Concurrence By:

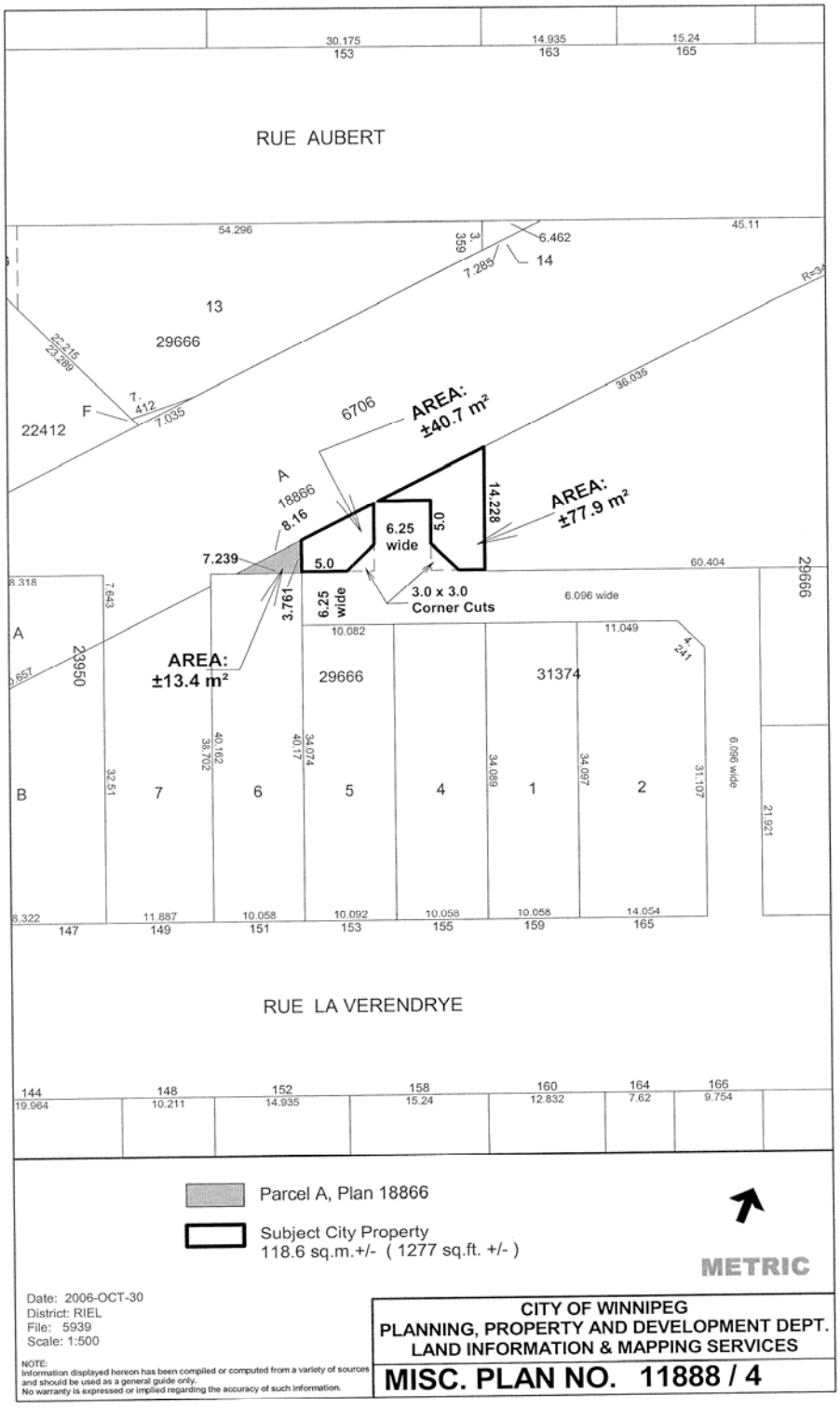
No consultation was required in the preparation of this report.

External Consultation With:

No Consultation was required in the preparation of this report.

THIS REPORT SUBMITTED BY:

Department Planning, Property and Development
Division Real Estate
Prepared by: Barry Lucyk
PPD File No. 5939V2


RUE AUBERT
30.175
153
14.935
163
15.24
165
54.296
45.11
6.462
14
7.285
13
29666
22412
F
6706
AREA:
±40.7 m²
AREA:
±77.9 m²
A
18866
8.16
6.25
wide
5.0
14.228
7.239
5.0
3.761
6.25
wide
3.0 x 3.0
Corner Cuts
6.096 wide
60.404
29666
10.082
11.049
AREA:
±13.4 m²
23950
29666
31374
B
7
6
5
4
1
2
6.096 wide
21.921
147
149
151
153
155
159
165
RUE LA VERENDRYE
144
148
152
158
160
164
166
19.964
10.211
14.935
15.24
12.832
7.62
9.754
Parcel A, Plan 18866
Subject City Property
118.6 sq.m.+/- (1277 sq.ft. +/-)
METRIC
Date: 2006-OCT-30
District: RIEL
File: 5939
Scale: 1:500
NOTE:
Information displayed hereon has been compiled or computed from a variety of sources and should be used as a general guide only.
No warranty is expressed or implied regarding the accuracy of such information.
CITY OF WINNIPEG
PLANNING, PROPERTY AND DEVELOPMENT DEPT.
LAND INFORMATION & MAPPING SERVICES
MISC. PLAN NO. 11888 / 4

Industrial/ Commercial Offer to Purchase

File No: 5939V2

INDUSTRIAL/COMMERCIAL

OFFER TO PURCHASE

The Undersigned (hereinafter called "the Purchaser") hereby offers to purchase from The City of Winnipeg (the "City"), subject to the City declaring the following lands as surplus: -

South of Rue Albert, west of Rue St. Joseph, shown outlined as "Subject City Property" on Misc. Plan No. 11888/3 attached hereto (hereinafter called the "Lands");

for the sum of $1,600.00 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 $240.00, and represents an amount equal to fifteen per cent (15%) of the purchase price which the Purchaser tenders by way of deposit, and which sum shall be applied to the purchase price if the sale is approved by the City's Standing Policy Committee on Property and Development and/or Council (in the event that Council approval is required), herein after called the "Date of Approval". The Purchaser agrees to pay the balance of the purchase price, interest and adjustments on or before the date of closing.

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

2. (1) The date of closing, possession and adjustments shall be 60 days following the Date of Approval or earlier as mutually agreed to.

(2) The Purchaser agrees to pay as an adjustment an amount equal to the total of such taxes, rates and charges which would have been levied or charged against the Lands as though the Lands had been entered on the assessment rolls of the City as privately owned and subject to taxation, which adjustment shall be calculated from the date of 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.

Industrial/ Commercial Offer to Purchase

6. The sale of the Lands to the Purchaser shall be subject to the provisions of the By-laws of the City of Winnipeg and all amendments thereto. Furthermore, the Purchaser acknowledges and understands that its proposed use and development of the Lands may require applications for re-zoning, variances or conditional uses, and amendments to Plan Winnipeg, which applications and resulting land dedication charges (if any) are to be at the sole cost and responsibility of the Purchaser.

7. The Purchaser agrees that the City may register and maintain a caveat against the Lands to ensure the performance of the covenants on the part of the Purchaser herein set forth, and the Purchaser agrees to grant and does hereby grant to the City an interest in the Lands according to the tenor of this Offer.

8. Upon approval of the sale by the City, the Purchaser agrees to make application to the City Assessor (in form set out in Exhibit "A" attached) to have the Purchaser's name added to the Assessment Roll of the City as the Real Owner in respect of the Lands.

9. (1) The Purchaser acknowledges that the City is not providing any warranty as to the environmental condition of the Lands.

(2) 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.

(3) 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.

(4) It is understood and agreed that the terms, conditions and covenants contained in this Clause 9 shall not merge but shall survive closing.

10. 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.

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 the Manitoba Hydro, MTS Allstream Inc., Centra Gas Manitoba Inc., 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 will assume any and all costs for any relocation of utility distribution facilities.

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

(3) The Purchaser acknowledges that the City may grant the easements 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 as follows:

(1) The Purchaser shall at the Purchaser's sole cost, effort and expense, do all things as are necessary, including but not limited to causing to be prepared a Closing Plan and a Plan of Survey suitable for registration at the Winnipeg Land Titles Office which will create one parcel comprising of all of the Lands to be conveyed to the Purchaser together with all Plans of Easement, if required, to grant any utility rights and any documentation as may be required to ensure that the Lands to be conveyed by the City are consolidated so as to constitute a single and indivisible title with the Purchaser's adjoining property legally described as "All those portions of Lots 410, 412, 414, 416 and 418 Plan 64 (S Div) taken for right-of-way on Canadian National Railway Company shown as Pink on Plan 6706 WLTO, exc. all mines and minerals as set forth in transfer 2836595 WLTO in RL 76 Parish of St. Boniface", contained within Certificate of Title No. 1941562, (hereinafter called the "Adjoining Lands").

(2) This agreement shall run with the Lands and the Purchaser's Adjoining Lands and shall bind the Purchaser, its successors and assigns and its successors in title.

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

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

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

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

16. 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.

17. 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.

18. The Purchaser is hereby advised that soil conditions in Winnipeg are of the glacial till variety which are composed of Lacustrine Clays with Silt Intrusions. The Purchaser shall be responsible for any increased costs of development due to this random stratification.

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

Triden Enterprises Inc., 194 Provencher Boulevard, Winnipeg, Man. R2H 0G3
Name (Please Print) Address

Purchaser's Registration No. (G.S.T.) 893700005 RT001

Industrial/ Commercial Offer to Purchase

IN WITNESS WHEREOF the Purchaser has signed this document in

Winn, Man., this 30 day of August 2006

Witness

Authorized Signature

Alan Hogue President

Name and Title of Authorized Signature (Please print)

Witness

Authorized Signature

Name and Title of Authorized Signature (Please print)

THE CITY OF WINNIPEG

Per: _____

DIRECTOR of Planning, Property and Development

Approved as to details:

Planning, Property and Development

Approved as to form:

for City Solicitor/Manager of Legal Services

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Industrial/ Commercial Offer to Purchase

EXHIBIT "A"
Real Owner Application

To the City Assessor

(Name of Municipality) Roll No. _____

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

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

3. Mailing Address _____
4. Place of Residence _____
5. Name and Address of Registered Owner _____
(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)

Industrial/ Commercial Offer to Purchase

