Minutes - Executive Policy Committee - July 9, 2008

Minute No. 417
Report - Standing Policy Committee on Property and Development - June 24, 2008

Item No. 31 **Sale - City-owned Property (Lots 20 to 24, part Lot 25, Plan 34,986) and a portion of the Public Lane in the block bounded by Kensington and Madison Streets and St. Matthews and Silver Avenues – LPFNT Landholding Inc.**
(St. James-Brooklands Ward)
File FI-2.4(31)

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 (Lots 11 to 29, Plan 34,986) shown as "City Property" on Misc. Plan No. 13096/3 be declared surplus to the City's requirements.

2. That the sale of the City-owned property (Lots 20 to 24, part Lot 25, Plan 34,986) and that portion of the Public Lane shown cross hatched on Misc. Plan No. 13096/4 to LPFNT Landholding Inc. be approved at a price of $4,800.00 in accordance with the terms and conditions of the Offer to Purchase, and subject to Council's enactment of the proposed opening/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.

Minutes - Executive Policy Committee - July 9, 2008

Report - Standing Policy Committee on Property and Development - June 24, 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 June 24, 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 (Lots 20 to 24, part Lot 25, Plan 34,986) and a portion of the Public Lane in the block bounded by Kensington and Madison Streets and St. Matthews and Silver Avenues – LPFNT Landholding Inc.**
Assiniboia Community
St. James – Brooklands Ward

FOR SUBMISSION TO: Standing Policy Committee on Property and Development

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

REPORT DATE: June 13, 2008

RECOMMENDATION:

1. That Council declare the City-owned property (Lots 11 to 29, Plan 34,986) shown as "City Property" on the attached Misc. Plan No. 13,096/3 surplus to the City's requirements.
2. That Subject to the approval of Recommendation 1, the sale of the City-owned property (Lots 20 to 24, part Lot 25, Plan 34,986) and that portion of the Public Lane shown cross hatched on the attached Misc. Plan No. 13096/4 to LPFNT Landholding Inc. be approved at a price of $4,800.00, in accordance with the terms and conditions of the attached Offer to Purchase, and subject to Council's enactment of the proposed opening/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:

- LPFNT Landholding Inc. intends to consolidate the portion of the Public Lane and the City – owned property (Lots 20 to 24, part Lot 25, Plan 34,986) with its adjacent property to the east and west, to provide for an office/retail development.
- On May 20, 2008, the Standing Policy Committee on Property and Development approved the closing of that portion of the Public Lane shown on the attached Misc. Plan No. 13096/3 and the opening of the City-owned and privately-owned lands on the attached Misc. Plan No. 13096/3 for a Public Lane (DAOC 2/2008).
- On June 11, 2008, Executive Policy Committee approved DAOC 2/2008.
- On June 17, 2008, it is anticipated that DAOC 2/2008 will be adopted by Council.
- The Planning, Property and Development Department is 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 (Lots 20 to 24, part Lot 25, Plan 34,986) and that portion of the Public Lane shown cross hatched on the attached Misc. Plan No. 13096/4.

Approval by the Standing Policy Committee on Property and Development is required for the proposed terms and conditions of sale as set out in the attached Offer to Purchase. Council approval to declare the City property (Lots 20 to 24, part Lot 25, Plan 34,986) surplus is required. In addition, and Council's enactment of the proposed opening/closing By-law is also required.

HISTORY:

LPFNT Landholding Inc. intends to consolidate the portion of the Public Lane and the City – owned property (Lots 20 to 24, part Lot 25, Plan 34,986) with its adjacent land to the east and west, to provide for an office/retail development.

On May 20, 2008, Standing Policy Committee on Property and Development approved the closing of that portion of the Public Lane shown on the attached Misc. Plan No. 13096/3 and the opening of the City owned and privately owned lands on the attached Misc. Plan No. 13096/3 (DAOC 2/2008).

On June 11, 2008, Executive Policy Committee approved DAOC 2/2008. On June 17, 2008, it is anticipated that DAOC 2/2008 will be adopted by Council.

DISCUSSION:

The Planning, Property and Development Department has determined that there is no City requirement for subject City lands (Lots 11 to 29, Plan 34,986) and the Public Lane shown cross hatched on the attached Misc. Plan No. 13096/4. Manitoba Hydro will require an easement for the maintenance of existing facilities within the lane proposed to be closed.

LPFNT Landholding Inc. has agreed, at its expense, to dedicate to the City a portion of its property for an alternate Public Lane (shown outlined on Misc. Plan No. 13096/3), to accommodate area access to and from its property and adjoining properties.

The Public Works Department requires LPFNT Landholding Inc. to enter into a Servicing Agreement to carry out the following works, at its expense:

- Establishing in the area shown outlined and identified as "Property to be dedicated to the City of Winnipeg" on Misc. Plan No. 13096/4, lane rights-of-way of 7.25 metres to Kensington Street and 8.8 metres to Madison Street.

- Construct with portland cement concrete pavement, to a width of 6.0 metre by 150mm in thickness in the proposed east/west public lane connecting to Kensington Street and appropriate radii in the 4.0m by 4.0m right-of-way corner cut and all related works, including, but not necessarily limited to a lane turnout at Kensington Street, drainage improvements and land drainage works in both the proposed public lane and in the existing public lane which is to remain, if required, all as determined by and to the satisfaction of the Director of Public Works.

- Construct with portland cement concrete pavement, to a width of 7.55 metre by 150mm in thickness in the proposed east/west public lane connecting to Madison Street and appropriate radii in the 4.0m by 4.0m right-of-way corner cut and all related works, including, but not necessarily limited to a lane turnout at Madison Street, drainage improvements and land drainage works in both the proposed public lane and in the existing public lane which is to remain, if required, all as determined by and to the satisfaction of the Director of Public Works.

The Planning, Property and Development Department is recommending that the sale of the portion of the subject Public Lane and subject City property to LPFNT Landholding Inc. for $4,800.00 be approved for the following reasons:

a) The Purchaser will be responsible for all costs related to the closing of the Public Lane including necessary closing/opening plans and Plan of Survey.

b) The proposed purchase price of $4,800.00 is supported by an internal appraisal report, citing the value of the City land ($21,000.00) minus the value of the land the purchaser is dedicating to the City for the lane opening ($16,200.00).

c) The purchaser will be responsible for all costs related to the construction of the relocated public lane and all related works.

d) The proposed terms and conditions of sale as recommended by the Department are in accord 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 and the portion of the closed lane being sold to the purchaser to be consolidated with the Purchaser's adjacent property to the east and west; the purchaser to provide the City, if required, with an easement for the catch basin and catch basin lead just north of the proposed north lane opening).

Financial Impact Statement **Date:** June 11, 2008

Project Name: **First Year of Program**

Proposed sale of City property (Lots 20 to 24, part Lot 25, Plan 34,986) and closed lane shown cross hatched on Misc. Plan No. 13306/4 - LPFNT Landholding Inc.

	0	1	2	3	4
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	4,800	-	-	-	-
Net Cost/(Benefit)	$ (4,800)	$ -	$ -	$ -	$ -
Less: Existing Budget Amounts	(4,800)	-	-	-	-
Net Budget Adjustment Required	$ -	$ -	$ -	$ -	$ -

Additional Comments: Net proceeds of $4,800 will be credited to the Land Operating Reserve. The municipal property taxes associated with these properties are immaterial.

original signed by
Manager of Finance & Administration

IN PREPARING THIS REPORT THERE WAS:

Internal Consultation With and Concurrence By:

N/A

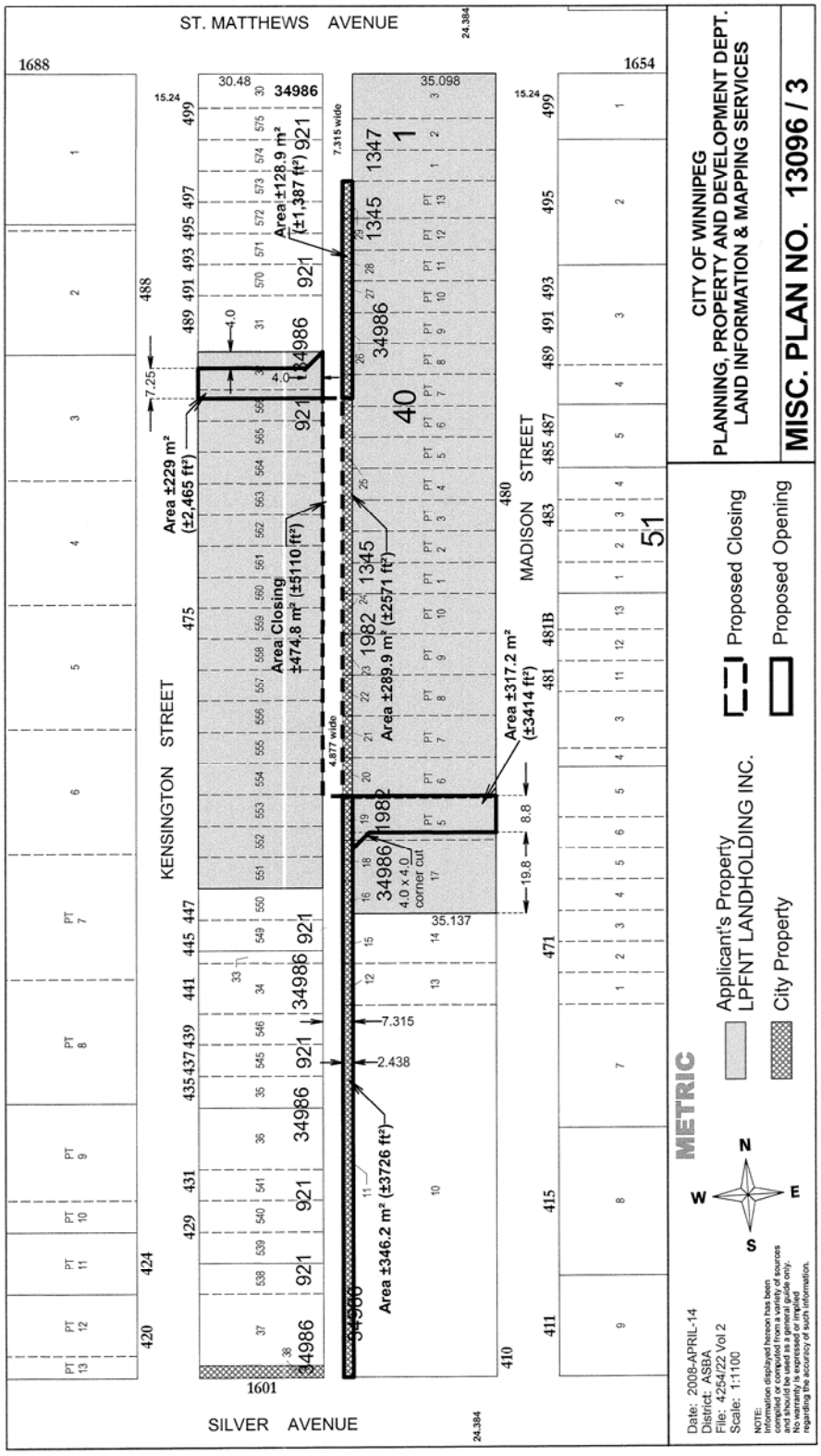
External Consultation With:

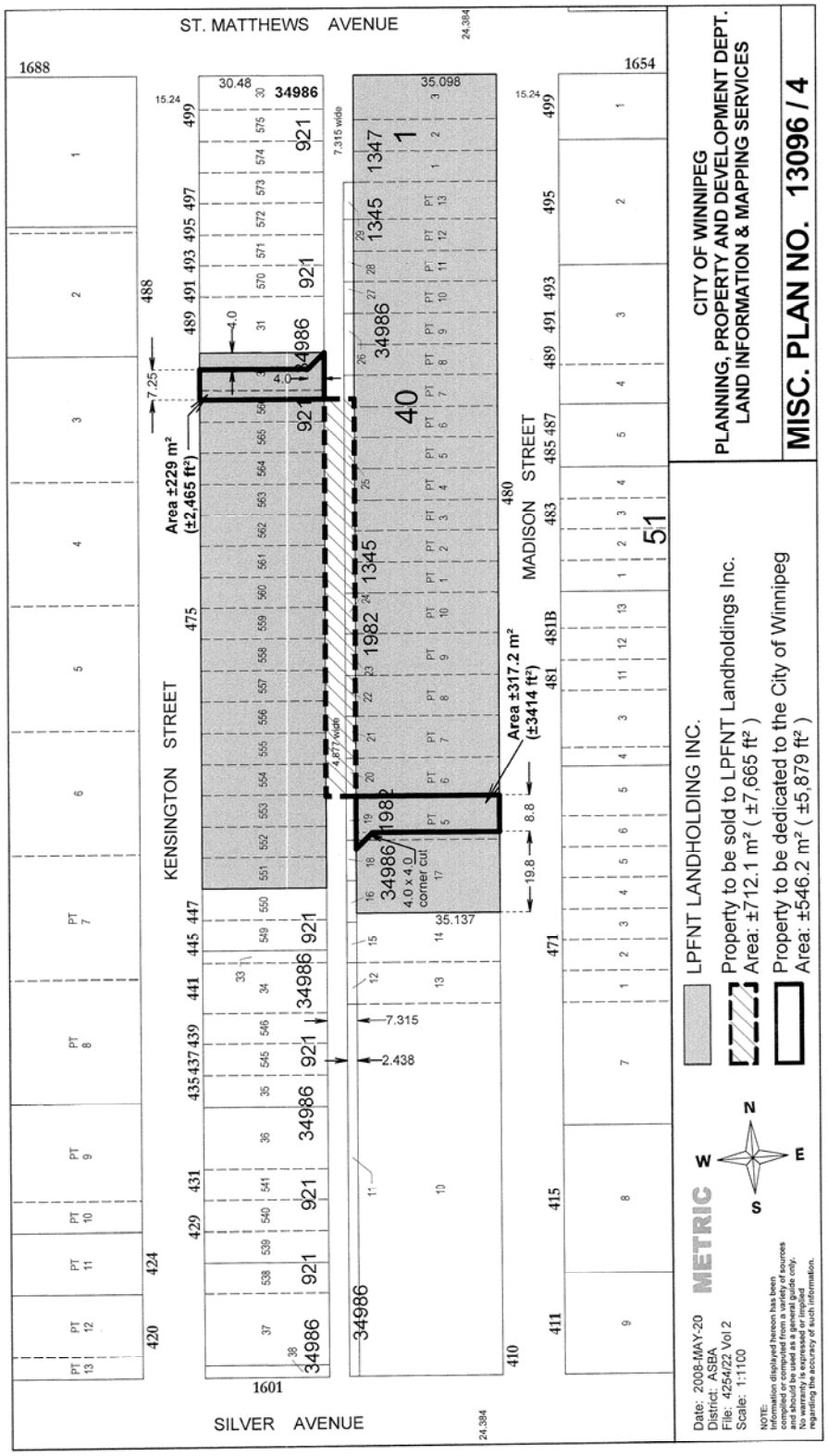
N/A

THIS REPORT SUBMITTED BY:

Department	Planning, Property and Development
Division	Real Estate
Prepared by:	Barry Lucyk
PPD File No.	4254 22 V2

O:\Reports Directive\Real Estate\Sales\(bl) Sale to LPFNT Landholding.doc


ST. MATTHEWS AVENUE
SILVER AVENUE
KENSINGTON STREET
MADISON STREET
Area ±229 m² (±2,465 ft²)
Area Closing ±474.8 m² (±5110 ft²)
Area ±128.9 m² (±1,387 ft²)
Area ±289.9 m² (±2571 ft²)
Area ±317.2 m² (±3414 ft²)
Area ±346.2 m² (±3726 ft²)
4.0 x 4.0 corner cut
CITY OF WINNIPEG
PLANNING, PROPERTY AND DEVELOPMENT DEPT.
LAND INFORMATION & MAPPING SERVICES
MISC. PLAN NO. 13096 / 3
Proposed Closing
Proposed Opening
Applicant's Property
LPFNT LANDHOLDING INC.
City Property
METRIC
Date: 2008-APRIL-14
District: ASBA
File: 4254/22 Vol 2
Scale: 1:1100


ST. MATTHEWS AVENUE
SILVER AVENUE
KENSINGTON STREET
MADISON STREET
Area ±229 m² (±2,465 ft²)
Area ±317.2 m² (±3414 ft²)
4.0 x 4.0 corner cut
LPFNT LANDHOLDING INC.
Property to be sold to LPFNT Landholdings Inc.
Area: ±712.1 m² (±7,665 ft²)
Property to be dedicated to the City of Winnipeg
Area: ±546.2 m² (±5,879 ft²)
CITY OF WINNIPEG
PLANNING, PROPERTY AND DEVELOPMENT DEPT.
LAND INFORMATION & MAPPING SERVICES
MISC. PLAN NO. 13096 / 4
METRIC
Date: 2008-MAY-20
District: ASBA
File: 4254/22 Vol 2
Scale: 1:1100
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.

File No: **4254 22 V2**

INDUSTRIAL/COMMERCIAL

OFFER TO PURCHASE

The Undersigned, (hereinafter called "the Purchaser") hereby offers to purchase from The City of Winnipeg (the "City"), subject to: (a) Council declaring the lands as surplus and (b) Council enactment of the necessary By-law to effect the legal closing of a portion of the Public Lane between Silver Avenue and St. Matthews Avenue, the following lands:

"Property to be sold to LPFNT Landholding Inc." shown as a dotted outline on Misc. Plan No. 13096/4 attached

(hereinafter called the "Lands")

for the sum of $4,800.00 Canadian cash.

The purchase price is payable as follows:

(a) By payment of $4,800.00 cash in Canadian Dollars, and
(b) By the transfer, at no cost to the City, of the real property which property is shown as a solid outline as "Pr operty to be dedicated to the City of Winnipeg" on Misc. Plan No. 13096/4 attached hereto, hereinafter referred to as the "LPFNT Pro perty", and which is free and clear of all encumbrances and restrictions at the Date of Closing,

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 $720.00 Canadian dollars, and represents an amount equal to fifteen (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 City Council (in the event Council approval is required, (hereinafter called the "Dat e of Approval"). The purchaser agrees to pay $4,080.00, being the balance of the purchase price, interest and adjustments, and transfer the LPFNT Property to the City on or before the date of closing, possession and adjustments (hereinafter called the "D ate of Closing").

(2) If the Purchaser fails to pay the balance of the purchase monies 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 sixty days following the completion of the Closing and Opening Plans and Parcel Plan as set out in Clause 14 (1) and (2), or later as mutually agreed upon.

(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 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 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. The Purchaser agrees that in the event the Purchaser, at its sole cost, conducts or causes to be conducted an Environmental Site Assessment and/or soil testing of the Lands, it shall:

(1) ensure that all work done in connection with such Environmental Site Assessment and/or soil testing 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/or soil testing; and

(5) provide copies of any such Environmental Site Assessment and/or Report concerning soil testing of the said lands to the City for its own use, at no cost to the City no 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 and/or soil testing, that contamination levels exceed Provincial Environmental Standards for the intended use of the Lands and documentation to that effect is produced to the City within ninety (90) days following the Date of Approval, but in any event, prior to closing, the City, at its sole option, shall be entitled to:

take remedial action to bring the contamination levels to within the Provincial Environmental Standards;

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 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 10 shall not merge but shall survive closing.

11. The City agrees that in the event the City, at its sole cost, conducts or causes to be conducted an Environmental Site Assessment and/or soil testing of the LPFNT Property, it shall:

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

(2) maintain the LPFNT Property in safe condition at all times during the conduct of any work done in pursuance of this Clause 11; and

(3) restore the LPFNT Property to the same condition as prior to its entering in or upon same in pursuance of this Clause 11; and

(4) indemnify and save harmless the Purchaser 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/or soil testing.

AND in the event it is determined as a result of said Environmental Site Assessment and/or soil testing, that contamination levels exceed Provincial Environmental Standards for the intended use of the LPFNT Property and documentation to that effect is produced to the Purchaser within ninety (90) days

following the Date of Approval, but in any event, prior to closing, the Purchaser, at its sole option, shall be entitled to:

take remedial action to bring the contamination levels to within the Provincial Environmental Standards;

OR

cancel the sale and return all monies paid in respect of the proposed sale by the City to that date, PROVIDED that the City shall have first satisfied all conditions of this Clause 11.

AND FURTHER if the Purchaser has not been advised of any non-compliance of the LPFNT Property to Provincial Environmental standards within ninety (90) days from the Date of Approval, the City agrees to complete the transaction as herein contemplated.

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. (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. Manitoba Hydro requires an easement for the maintenance of existing facilities within the Lands. The City Water and Waste Department advises that there is a catch basin and catch basin lead just north of the proposed north lane

opening. If it is deemed necessary by the City to keep the catch basin and lead, the Purchaser will grant the City an easement at the Date of Closing.

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

14. 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 to effect the legal closing of a portion of the Lands, and a Plan of Survey or a Parcel Plan whichever is deemed as being suitable for registration at Winnipeg Land Titles Office, together with such documentation as may be required to ensure that the Lands to be conveyed by the City and the Purchaser's adjoining property legally described as: pt. Lot 566, Lots 551 to 565, Plan 921 and Lots 1 to 3, Block 1, Plan 1347 and Part Lots 6 to10, Plan 1982 and Part Lots 1 to 13, Block 40, Plan 34986 are consolidated so as to constitute a single and indivisible parcel. The Purchaser does hereby acknowledge that in complying with this obligation it may be required to arrange for the discharge and re-registration of existing encumbrances against the Purchaser's property described herein. This agreement shall run with the Lands and the Purchaser's adjoining property and shall bind the Purchaser, its successors and assigns and its successors in title.

(2) 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 an Opening Plan to effect the legal opening of the land shown outlined as "Property to be dedicated to the City of Winnipeg" on Misc. Plan No. 13096/4 attached hereto, suitable for registration at Winnipeg Land Titles Office in the name of the City of Winnipeg or Her Majesty the Queen in right of Manitoba as the City may direct or advise, all at no cost to the City.

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

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

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

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

18. 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.

19. 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.

20. The Purchaser is hereby advised that soil conditions in Winnipeg are of the glacial till variety that are 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 sale of the Lands shall be subject to the Purchaser transferring to the City of Winnipeg, at no expense to the City, the real property shown outlined as "Property to be dedicated to the City of Winnipeg", on Misc. Plan No. 13096/4 attached, failing which, this Offer shall be null and void.

22. The Purchaser shall, prior to the date of closing, enter into a Servicing Agreement with the City of Winnipeg, to carry out the following works, at the Purchaser's e xpense:

(a) Construct in portland cement concrete pavement, to a width of 6.0 metre by 150mm in thickness in the proposed east/west public lane connecting to Kensington Street and appropriate radii in the 4.0m by 4.0m right-of-way corner cut and all related works, including, but not necessarily limited to a lane turnout at Kensington Street, drainage improvements and land drainage works in both the proposed public lane and in the existing public lane which is to remain, if required, all as determined by and to the satisfaction of the Director of Public Works.

(b) Construct in portland cement concrete pavement, to a width of 7.55 metre by 150mm in thickness in the proposed east/west public lane connecting to Madison Street and appropriate radii in the 4.0m by 4.0m right-of-way corner cut and all related works, including, but not necessarily limited to a lane turnout at Madison Street, drainage improvements and land drainage works in both the proposed public lane and in the existing public lane which is to remain, if required, all as determined by and to the satisfaction of the Director of Public Works.

23. The LPFNT Property shall be transferred to the City with vacant possession on the Date of Closing.

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

LPFNT Landholding Inc.
Name (Please Print) Address

Purchaser's Registrat ion No.

IN WITNESS WHEREOF the Purchaser has signed this document in

Portage la Prairie, Manitoba, this 4 day of June 2008

Witness

Authorized Signature

Myra Schmidt, President
Name and Title of Authorized Signature (Please print)

Witness

Authorized Signature

David Perswain, Director
Name and Title of Authorized Signature (Please print)

ACCEPTED this _____ day of _____, A.D. 2008.

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

Approved as to details:

_____
Public Works Department

V:\barry\4254-22-V2Madison\LongPlainsFNoffer.doc

EXHIBIT "A"

Sample only – not to be filled in with Offer to Purchase

Real Owner Application

To the City Assessor

_____ Roll No. _____

(Name of Municipality)

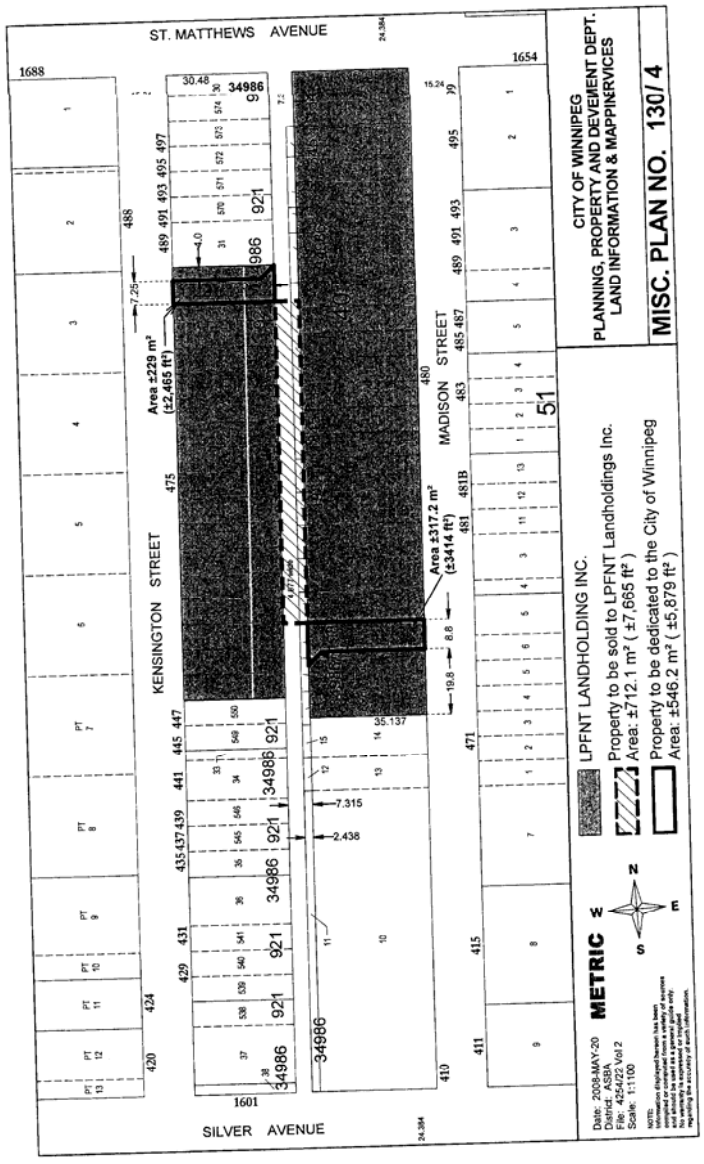
1. I/We_____
(Print Full Name)
request that my/our name(s) appear in the Assessment Roll of the City of Winnipeg in respect to the following property, pursuant to Section 12(1) of "The Municipal Assessment Act", Cap. M 226 S.M..
2. Description of Properties: (Give description of all property in respect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

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

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

Date: _____ 20 ____ _____
(Signature of Applicant)

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


ST. MATTHEWS AVENUE
SILVER AVENUE
KENSINGTON STREET
MADISON STREET
Area ±229 m² (±2,465 ft²)
Area ±317.2 m² (±3414 ft²)
CITY OF WINNIPEG
PLANNING, PROPERTY AND DEVELOPMENT DEPT.
LAND INFORMATION & MAPPING SERVICES
MISC. PLAN NO. 130/ 4
LPFNT LANDHOLDING INC.
Property to be sold to LPFNT Landholdings Inc.
Area: ±712.1 m² (±7,665 ft²)
Property to be dedicated to the City of Winnipeg
Area: ±546.2 m² (±5,879 ft²)
METRIC
Date: 2008-MAY-20
District: ASBA
File: 4254/22 Vol 2
Scale: 1:1100