Agenda - Executive Policy Committee - July 15, 2009

Report - Standing Policy Committee on Property and Development - June 30, 2009

Item No. 12 Easement Agreements - Southwood Golf and Country Club (St. Norbert Ward) eFile GL-8

STANDING COMMITTEE RECOMMENDATION:

On June 30, 2009, the Standing Policy Committee on Property and Development concurred in the recommendation of the Winnipeg Public Service and submits the following to Council:

1. That an Access Easement Agreement and a Water Intake Easement Agreement in favour of the Southwood Golf and Country Club onto and over a portion of the City-owned parkland identified as "City Owned Property" on Misc. Plan No. 13501 and identified as "Proposed Access Easement" and "Proposed Water Intake Easement" on said Misc. Plan, be approved in accordance with the terms and conditions outlined on the Easement Agreements contained in the report from the Winnipeg Public Service dated June 10, 2009; the Agreements to provide for such other terms and conditions as are deemed necessary by the Director of the Planning, Property and Development Department and by the Acting City Solicitor/Manager of Legal Services to protect the City's interests.

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

Pursuant to Section 205(2) of The City of Winnipeg Charter, disposal of land owned or acquired by the City for park or cemetery purposes requires approval by two-thirds of all Members of Council.

Agenda - Executive Policy Committee - July 15, 2009

Report - Standing Policy Committee on Property and Development - June 30, 2009

DECISION MAKING HISTORY:

STANDING COMMITTEE RECOMMENDATION:

On June 30, 2009, 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.

ADMINISTRATIVE REPORT

ISSUE: **PROPOSED EASEMENT AGREEMENTS IN FAVOUR OF SOUTHWOOD GOLF AND COUNTRY CLUB – ACCESS AND WATER INTAKE PURPOSES**
Riel Community
St. Norbert Ward

Critical Path: **Standing Policy Committee on Property and Development**
Executive Policy Committee
Council

AUTHORIZATION

Author	Department Head	CFO	CAO
R. Klassen Manager of Real Estate	D. Joshi	M Ruta	P Sheegl, Deputy CAO

RECOMMENDATIONS

1. That an Access Easement Agreement and a Water Intake Easement Agreement in favour of the Southwood Golf and Country Club onto and over a portion of the City-owned parkland identified as “City Owned Property” on the attached Misc. Plan No. 13501 and identified as “Proposed Access Easement” and “Proposed Water Intake Easement” on said Misc. Plan, be approved in accordance with the terms and conditions outlined on the attached Easement Agreements; the Agreements to provide for such other terms and conditions as are deemed necessary by the Director of the Planning, Property and Development Department and by the A/City Solicitor/Manager of Legal Services to protect the City’s interests.
2. That the Proper Officers of the City be authorized to do all things necessary to implement the intent of the foregoing.

IMPLICATIONS OF THE RECOMMENDATIONS

- In accordance with Section 205(2) of The City of Winnipeg Charter, any disposition of parkland requires approval by a vote of 2/3 of all members of Council.
- The Southwood Golf and Country Club is seeking the acquisition of easements onto and over a portion of the City-owned parkland in order to accommodate a water intake pipe from the La Salle River for irrigation of the proposed Southwood Golf Course located west of the "City Owned Property" and for access purposes to the proposed Southwood Golf Course Clubhouse.
- Approval of the proposed easements is paramount to the development of the proposed Southwood Golf and Country Club, more specifically the irrigation system for the site as a whole and as the primary access route to the Southwood Golf Course Clubhouse. Should said easements be denied, the Southwood Golf and Country Club would incur a significant financial loss due to its loss of investment.
- The Parks and Open Space Division of the Public Works Department have no objection to granting of said easements.
- With regards to the "Proposed Water Intake Easement", the Winnipeg Public Service has negotiated appropriate terms and conditions to ensure the integrity of the vegetation and native species of this parkland and that said use will not impede the Parkland's use or public enjoyment.
- The "Proposed Access Easement" area currently serves as a shared pedestrian and vehicular access route to two adjoining properties to the southeast of the Southwood Golf Course and Country Club property. The adjoining properties are occupied by the Trappistes Monastery Ruins - Provincial Heritage Park and the St. Norbert Arts Centre (SNAC). An Access Agreement is currently in place with SNAC for uninterrupted pedestrian and vehicular access in perpetuity. An Access Agreement with the Province of Manitoba is not finalized.
- With regards to the "Proposed Access Easement", the Winnipeg Public Service has negotiated appropriate terms to ensure on-going communication with and continued and uninterrupted access to all neighbouring properties.
- The Winnipeg Public Service has concluded its negotiations with the Southwood Golf and Country Club and is recommending that easements in favour of the Southwood Golf and Country Club be granted in accordance with the terms and conditions outlined on the attached Easement Agreements.

HISTORY

The City owned parkland identified as “City Owned Property” on the attached Misc. Plan No. 13501, under Public Works jurisdiction, is located south of Rue Des Trappistes between the La Salle River and Ruines Du Monastere and located adjacent to the Southwood Golf and Country Club property identified as “Parcel A, Plan 47448” on the said Misc. Plan.

In September 2007 the City received a request from a representative acting on behalf of Southwood Golf and Country Club to request easements related to the development of the proposed Southwood Golf and Country Club for access and water intake purposes over, under and upon “the City Owned Property”. The request identified a due diligence date of October 31, 2007 and a further request for an approval in principle by said date.

In October 2007, the Winnipeg Public Service provided an “approval in principle” to the proposed access and water intake easements subject to the following conditions:

1. obtain all necessary approvals from the applicable City departments;
2. enter into agreement with adjoining property owners for the use and on-going maintenance of the access road;
3. prepare all necessary agreements for review and acceptance by the City; and
4. ensure that all agreements and documents are properly registered against the City’s title to the property.

By copy of a letter dated April 7, 2008, the Winnipeg Public Service was notified of the ongoing status of discussions with one of the adjoining property owners to address the second condition noted above and the issue of use and on-going maintenance of the access road.

In December 2008 the Winnipeg Public Service received a subsequent request to proceed with the finalization of the proposed acquisition of easements over the “City Owned Property”. Representatives acting on behalf of the Southwood Golf and Country Club advised that permissions granted by Fisheries and Oceans Canada to undertake physical works associated with the installation of the water intake system impacting the La Salle River would expire on February 28, 2009. Representatives further advised that agreement with adjoining property owners would not be reached by the said timeline.

Negotiations ensued to accommodate a Release and Indemnity and Consent Agreement, and issuance of appropriate Building, Development and Waterways Permit approvals to accommodate the Fisheries and Oceans Canada permissions expiration at the sole risk, liability and expense of the Southwood Golf and Country Club. Appropriate terms were included to ensure the removal of any installed works and appurtenances at the sole cost, effort and expense of the Southwood Golf and Country Club should the proposed Access Easement and Water Intake Easement not receive favourable consideration by City Council and/or its delegated authority. Said legal agreements were prepared by the City of Winnipeg and executed on February 24, 2009, required permits issued on February 26, 2009 and appropriate Letter of Credit to cover said costs received.

Negotiations ensued for the proposed Access Easement and Water Intake Easement Agreements. The “Proposed Access Easement” area, currently serves as a shared pedestrian

and vehicular access route to two adjoining properties to the southeast of the Southwood Golf Course and Country Club property identified as “PARCEL A, PLAN 47448” on the attached Misc. Plan No. 13501. The adjoining properties to the southeast are occupied by the Trappistes Monastery Ruins – Provincial Heritage Park and the St. Norbert Arts Centre (SNAC). An Access Agreement is currently in place with SNAC for uninterrupted pedestrian and vehicular access. An Access Agreement with the Province of Manitoba is not finalized.

The Winnipeg Public Service has negotiated appropriate terms to ensure on-going communication with and continued and uninterrupted access to all neighbouring properties with regards to the “Proposed Access Easement”.

Portions of the “City Owned Property” are classified as Ecologically Significant Natural Lands which are natural heritage lands deemed by Plan Winnipeg 2020 as important to “creating a vibrant and healthy City which places its highest priority on quality of life for all its citizens”. Appropriate terms have been negotiated to accommodate preservation and restoration of lands impacted by the “Proposed Water Intake Easement” and to ensure that said use will not impede the Parkland’s use or public enjoyment.

The Public Works Department has no objection to the granting of said easements.

The Winnipeg Public Service has concluded its negotiations with the Southwood Golf and Country Club and is recommending that easements in favour of the Southwood Golf and Country Club be granted in accordance with the terms and conditions outlined on the attached Access Easement Agreement and Water Intake Easement Agreement.

FINANCIAL IMPACT

Financial Impact Statement **Date:** June 12, 2009

Project Name: **First Year of Program 2009**

PROPOSED EASEMENT AGREEMENTS IN FAVOUR OF SOUTHWOOD GOLF AND COUNTRY CLUB – ACCESS AND WATER INTAKE PURPOSES

	2009	2010	2011	2012	2013
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	1,406	3,375	3,375	3,375	3,375
Net Cost/(Benefit)	$ (1,406)	$ (3,375)	$ (3,375)	$ (3,375)	$ (3,375)
Less: Existing Budget Amounts	(1,406)	(3,375)	(3,375)	(3,375)	(3,375)
Net Budget Adjustment Required	$ -	$ -	$ -	$ -	$ -

Additional Comments: Revenues consist of the annual encroachment fees of $3,375. The 2009 amount has been prorated to reflect an estimated effective date of August 1.

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

CONSULTATION

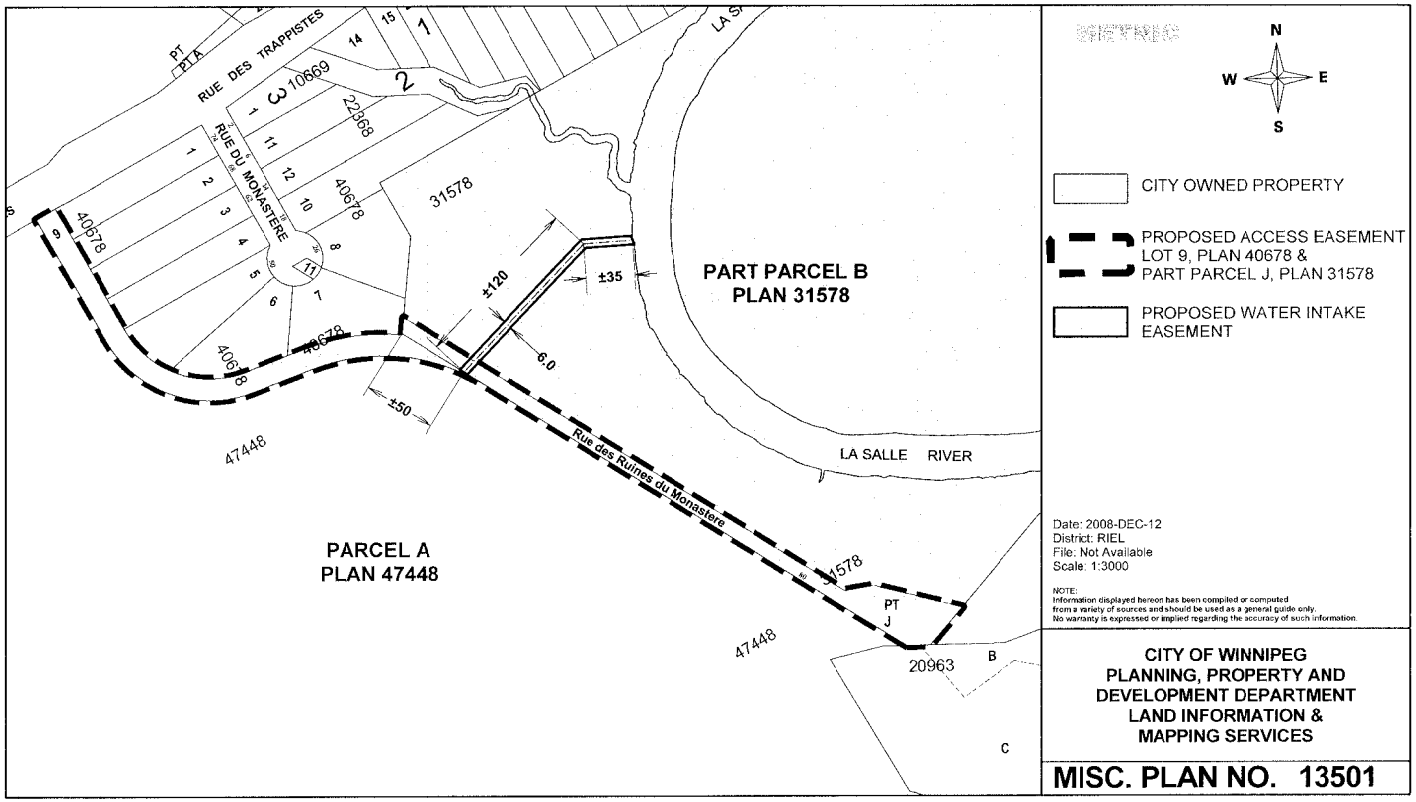
In preparing this Report there was consultation with:

Public Works Department
Corporate Support Services Department – Legal Services (as to legal issues)

SUBMITTED BY

Planning, Property and Development Department
Real Estate Division
Prepared by: Sara Cianflone
Date: June 10, 2009
File No. 7814/B (V2)

O:\Reports Directive\Real Estate\Sales\(sc) Easement over Parkland - Southwood Golf Course (3).doc



RUE DES TRAPPISTES
RUE DU MONASTERE
PART PARCEL B
PLAN 31578
PARCEL A
PLAN 47448
LA SALLE RIVER
Rue des Ruines du Monastere
±120
±35
6.0
±50
10669
22368
40678
31578
47448
20963
PT J
N
W
E
S
CITY OWNED PROPERTY
PROPOSED ACCESS EASEMENT LOT 9, PLAN 40678 & PART PARCEL J, PLAN 31578
PROPOSED WATER INTAKE EASEMENT
Date: 2008-DEC-12
District: RIEL
File: Not Available
Scale: 1:3000
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 DEPARTMENT
LAND INFORMATION & MAPPING SERVICES
MISC. PLAN NO. 13501

(Water Intake) File No. R.8/2009(5)

THIS AGREEMENT made in duplicate as the day of , 2009.

BETWEEN:

THE CITY OF WINNIPEG,

(hereinafter called the ***"City"***),

OF THE FIRST PART,

- and -

SOUTHWOOD GOLF AND COUNTRY CLUB,

(hereinafter called the ***"Grantee"***),

OF THE SECOND PART.

WHEREAS the City is the registered owner of land legally described as:

Firstly: **Parcels "B" and "J", Plan 31578 WLTO**
Exc Plan 40678 WLTO
in RL 75 to 82, Parish of Saint Norbert

Secondly: **Lot 9, Plan 40678 WLTO**
in RL 80, 81 and 82, Parish of Saint Norbert

(hereinafter called the ***"City's Land"***);

AND WHEREAS the Grantee is desirous of obtaining an easement over, upon, in and under a part of the City's land for the purposes of constructing, installing, operating, maintaining, inspecting, repairing, replacing and/or removing a water intake and appurtenances thereto to be used exclusively for the purposes of servicing land situated west of and lying adjacent to the City's Land, which land is legally described as:

Parcel A, Plan 47448 WLTO
in RL 75 to 82, Parish of Saint Norbert

(hereinafter called the ***"Grantee's Land"***);

AND WHEREAS the City has agreed to grant the said easement subject to the terms and conditions herein contained;

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the covenants and agreements hereinafter contained, the City and the Grantee covenant and agree as follows:

1. The preamble shall and does hereby form an integral part of this Agreement.

2. The Grantee agrees to pay to the City the sum of **TWO THOUSAND EIGHT HUNDRED AND SEVENTY-FIVE ($2,875.00) DOLLARS,** plus applicable Goods and Services Tax, for the easement to be granted by the City to the Grantee by the terms of this Agreement.

3. The City, insofar as it lawfully can and may, and subject to the terms and conditions hereinafter set forth, hereby grants and conveys to the Grantee, in perpetuity, the right and non-exclusive easement to enter upon and use those portions of the City's Land hereinafter described as the ***"Easement Area"*** and the right to do all things reasonably necessary thereon to construct, maintain, inspect, repair, remove and/or replace a water intake and appurtenances thereto, (hereinafter called the ***"works"***), in the Easement Area and for every such purpose, grants and conveys to the Grantee the right of access to the Easement Area over and across the City's Land at all times as may be reasonable by its servants and employees or other persons acting with its authorization.

4. The Grantee hereby undertakes to:

   (a) Provide the City with advance written notice of at least twenty-four hours of the date and time on which construction of the water intake pipe is to commence and to obtain the written approval of the City Naturalist, acting reasonably, to the final location of the water intake pipe prior to commencing construction of the water intake pipe;

   (b) Restore the Easement Area and the City's Land including, without limiting the generality of the foregoing, sod, vegetation, trees, landscaping, fencing and roadways, at its sole cost, effort and expense, to a condition satisfactory to the City's Naturalist, acting reasonably, after any work done in connection with such construction, maintenance, inspection, repair, removal and/or replacement of the works and to indemnify the City against any suits, actions, claims or demands arising out of such work;

   (c) Ensure that all work done pursuant to this Agreement is conducted in a safe, good and workmanlike manner and not to impede, restrict or obstruct the movement of vehicular and/or pedestrian traffic over Parcel J Plan 31578 WLTO Exc Plan 40678 WLTO in RL 75 to 82, Parish of Saint Norbert and Lot 9 Plan 40678 WLTO in RL 80, 81 and 82 Parish of Saint Norbert, and to cause minimal disruption to the use of the City's Land by the City and the public;

   (d) Not remove or damage any trees, including breaking branches or causing damage to root zones, located on the City's Land;

   (e) Employ contractors that are licensed by the City for construction of sewer, water and pavement on City streets and lanes, which contractors shall file with the City a Contractor's Liability Insurance policy to provide coverage in an amount and form satisfactory to the City;

   (f) Pay all utilities and operating expenses in connection with its use of the City's Land.

   (g) Obtain and provide evidence of Commercial General Liability Insurance in the amount of at least $2,000,000.00, inclusive, adding The City of Winnipeg as additional insured, containing a cross-liability clause,

unlicensed equipment liability (contractors equipment) and products and completed operations cover; further, provide evidence of Automobile Liability Insurance for owned and non-owned automobiles used for or in connection with the Agreement in the amount of at least two million dollars ($2,000,000.00); said insurance to remain in place at all times during the full term of the Agreement; such insurance may be met through the commercial general liability cover where applicable; and the Grantee shall not cancel, or cause any such policy or policies to lapse without minimum fifteen (15) days prior written notice to the City.

5. The Grantee hereby covenants and agrees to be responsible for damage to the Easement Area, the City's Land and any buildings thereon, and/or injury (including death) to any person being on the City's Land and/or the Easement Area, arising out of the negligence or willful misconduct of the Grantee's servants or employees or other persons acting with the Grantee's authorization, including but not limited to independent contractors hired by the Grantee in the construction, maintenance, inspection, repair, removal and/or replacement of the works.

6. The parties hereto covenant and agree:

(a) The easement and rights hereby granted shall run with the land herein described, shall enure to the benefit of and be binding upon the Grantee, its successors and assigns and shall enure to the benefit of and be binding upon the City and the City's successors in title to the City's Land or any part thereof;

(b) The water intake and appurtenances thereto shall be private and shall be the joint responsibility of all the present and future owners of the Grantee's Land;

(c) The Grantee, and future owners of the Grantee's Land, shall be jointly and severally responsible for the use of the Easement Area as defined herein, and maintenance, repair and replacement of the water intake and appurtenances thereto in a reasonable standard satisfactory to the City's Director of Public Works;

(d) The Grantee shall pay all utilities and operating expenses in connection with its use of the City's Land.

7. The City may file a caveat against the Grantee's Land and the Grantee may file a caveat against the City's Land with respect to this Agreement. The Grantee shall, at its sole cost, effort and expense, prepare and register a Plan of Easement in the Winnipeg Land Titles Office for the Easement Area.

8. This Agreement and the easement granted herein shall terminate when the easement is no longer required by the Grantee for the purposes set out herein and the Grantee shall then forthwith remove the works and restore the City's Land to a condition satisfactory to the City Naturalist, acting reasonably.

9. The Grantee shall comply with all statutes, by-laws, regulations and requirements of any federal, provincial or municipal authority, and shall obtain all necessary permits pertaining to the installation, construction and maintenance of the works and its use of the City's Land.

10. The City's Land affected by the Agreement is described as:

All those portions of said Parcels "B" and "J" contained within the limits of a Plan of Easement for Water Intake on deposit in the Winnipeg Land Titles Office as Deposit No. _____/2009 and shown shaded and identified as "Proposed Water Intake Easement" on a drawing on file in the Land Information and Mapping Services Branch of the Planning, Property and Development Department as Misc. Plan No. 13501.

IN WITNESS WHEREOF the parties hereto have executed these presents as of the day and year first above written.

THE CITY OF WINNIPEG
Per:

_____
Director, Planning, Property and Development

SOUTHWOOD GOLF AND COUNTRY CLUB

Per: _____
Name:
Title: (affix corporate seal)

Per: _____
Name:
Title:

Approved:

_____
Planning, Property and Development

Approved:

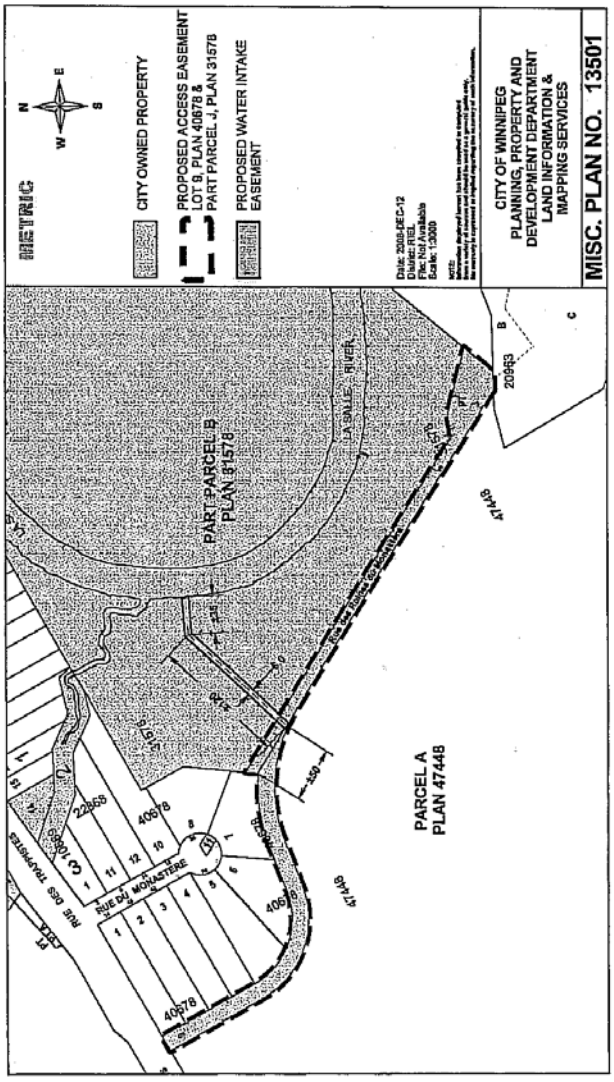
_____
Public Works Department

Certified as to Legal Description:

_____
Planning, Property and Development

Certified as to form:

_____
for A/City Solicitor/Manager of Legal Services


METRIC
N
E
S
W
CITY OWNED PROPERTY
PROPOSED ACCESS EASEMENT
LOT 9, PLAN 40678 &
PART PARCEL J, PLAN 31578
PROPOSED WATER INTAKE
EASEMENT
Date: 2008-DEC-12
Dialect: RIEL
File: Not Available
Scale: 1:3000
CITY OF WINNIPEG
PLANNING, PROPERTY AND
DEVELOPMENT DEPARTMENT
LAND INFORMATION &
MAPPING SERVICES
MISC. PLAN NO. 13501
PART PARCEL B
PLAN 31578
LA SALLE RIVER
PARCEL A
PLAN 47448
RUE DU MONASTERE
RUE DES TRAPPISTES
22868
40678
47448
20963

(Access) File No. R.8/2009(5)

THIS AGREEMENT made in duplicate as the day of , 2009.

BETWEEN:

THE CITY OF WINNIPEG,

(hereinafter called the ***"City"***),

OF THE FIRST PART,

- and -

SOUTHWOOD GOLF AND COUNTRY CLUB,

(hereinafter called the ***"Grantee"***),

OF THE SECOND PART.

WHEREAS the City is the registered owner of land legally described as:

Firstly: **Parcel "J", Plan 31578 WLTO**
Exc Plan 40678 WLTO
in RL 75 to 82, Parish of Saint Norbert

Secondly: **Lot 9, Plan 40678 WLTO**
in RL 80, 81 and 82, Parish of Saint Norbert

(hereinafter called the ***"City's Land"***);

AND WHEREAS the Grantee is desirous of obtaining a non-exclusive easement over and upon a part of the City's Land for the purposes of access to its land situated west of and lying adjacent to the City's Land, which land is legally described as:

Parcel A, Plan 47448 WLTO
in RL 75 to 82, Parish of Saint Norbert

(hereinafter called the ***"Grantee's Land"***);

AND WHEREAS the City has agreed to grant the said easement subject to the terms and conditions herein contained;

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the covenants and agreements hereinafter contained, the City and the Grantee covenant and agree as follows:

1. The preamble shall and does hereby form an integral part of this Agreement.

2. The Grantee agrees to pay to the City the sum of **FIVE HUNDRED ($500.00) DOLLARS**, plus applicable Goods and Services Tax, for the easement to be granted by the City to the Grantee by the terms of this Agreement.

3. The City, insofar as it lawfully can and may, and subject to the terms and conditions hereinafter set forth, hereby grants and conveys to the Grantee, in perpetuity, the right and a non-exclusive easement to enter upon and use those portions of the City's Land hereinafter described as the ***"Access Easement***

(Access) File No. R.8/2009(5)

THIS AGREEMENT made in duplicate as the day of , 2009.

BETWEEN:

THE CITY OF WINNIPEG,

(hereinafter called the ***"City"***),

OF THE FIRST PART,

- and -

SOUTHWOOD GOLF AND COUNTRY CLUB,

(hereinafter called the ***"Grantee"***),

OF THE SECOND PART.

WHEREAS the City is the registered owner of land legally described as:

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Secondly: **Lot 9, Plan 40678 WLTO**
in RL 80, 81 and 82, Parish of Saint Norbert

(hereinafter called the ***"City's Land"***);

AND WHEREAS the Grantee is desirous of obtaining a non-exclusive easement over and upon a part of the City's Land for the purposes of access to its land situated west of and lying adjacent to the City's Land, which land is legally described as:

Parcel A, Plan 47448 WLTO
in RL 75 to 82, Parish of Saint Norbert

(hereinafter called the ***"Grantee's Land"***);

AND WHEREAS the City has agreed to grant the said easement subject to the terms and conditions herein contained;

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the covenants and agreements hereinafter contained, the City and the Grantee covenant and agree as follows:

1. The preamble shall and does hereby form an integral part of this Agreement.

2. The Grantee agrees to pay to the City the sum of **FIVE HUNDRED ($500.00) DOLLARS**, plus applicable Goods and Services Tax, for the easement to be granted by the City to the Grantee by the terms of this Agreement.

3. The City, insofar as it lawfully can and may, and subject to the terms and conditions hereinafter set forth, hereby grants and conveys to the Grantee, in perpetuity, the right and a non-exclusive easement to enter upon and use those portions of the City's Land hereinafter described as the ***"Access Easement***

Area" and for every such purpose, grants and conveys to the Grantee the right of access to the Access Easement Area over and across the City's Land at all times as may be reasonable by its servants and employees or other persons acting with its authorization.

4. The Grantee acknowledges and agrees that the public is entitled to access to the City's Land and that the Grantee shall not impede, restrict or obstruct the movement of vehicular and/or pedestrian traffic over or upon the City's Land.

5. This Agreement and the non-exclusive easement granted herein shall terminate when the easement is no longer required by the Grantee for the purposes set out herein and the Grantee shall then forthwith restore the City's Land to a condition satisfactory to the Director of Public Works, acting reasonably.

6. The Grantee shall exercise the right and easement hereby granted in a reasonable manner, and in all cases so as to cause a minimum of inconvenience to the City and shall make good any damage which it shall cause to the City by reason of the exercise of the rights hereinbefore granted at its sole cost and expense.

7. The Grantee shall not erect or cause to be erected or permit the erection of any building, barrier, fence or other structures other than paving in, over or upon the Access Easement Area which may impede or restrict the City's use and enjoyment of the Access Easement Area. Notwithstanding the foregoing, the Grantee shall have the right to impose reasonable restrictions upon vehicular traffic using the Access Easement Area in order to maintain and preserve the safety and well being of other persons on the Access Easement Area. Without limiting the generality of the foregoing, the Grantee may in its sole discretion erect a temporary and moveable gate, fence or other similar structure, over or upon the Access Easement Area.

8. In the event that the City, in its sole discretion and at its own expense either by virtue of a Plan of Subdivision of all or part of the City's Land or otherwise, provides alternative means of ingress and egress to and from the Grantee's Land, which is as good as or better than the means of ingress and egress that is provided by the Access Easement Area and/or in the event that the Grantee no longer requires the non-exclusive easement granted herein, then the Grantee shall terminate its easement over the City's Land.

9. The Grantee hereby covenants and agrees to be responsible for damage to the Access Easement Area, the City's Land and any buildings thereon, and/or injury (including death) to any person being on the City's Land and/or the Access Easement Area arising out of the negligence or willful misconduct of the Grantee's servants or employees or other persons acting with the Grantee's authorization, including but not limited to independent contractors hired by the Grantee in the construction, maintenance, inspection, repair, removal and/or replacement of any of its works, including but not limited to a water intake and appurtenances thereto, over, upon, in or under the City's Land.

10. The Grantee shall obtain and provide evidence of Commercial General Liability Insurance in the amount of at least $2,000,000.00, inclusive, adding The City of Winnipeg as additional insured, containing a cross-liability clause and the Grantee shall not cancel, or cause any such policy or policies to lapse without minimum fifteen (15) days prior written notice to the City.

11. The City covenants and agrees that the easement and rights hereby granted shall run with the land herein described, shall enure to the benefit of and be binding upon the Grantee, its successors and assigns and shall enure to the benefit of and be binding upon the City and the City's successors in title to the City's Land or any part thereof.

12. The City may file a caveat against the Grantee's Land and the Grantee may file a caveat against the City's Land with respect to this Agreement. The Grantee shall, at its sole cost, effort and expense, prepare and register a Plan of Easement in the Winnipeg Land Titles Office for the Access Easement Area.

13. The City's Land affected by the Agreement is described as:

All of said Parcel "J" and Lot 9 shown bordered in dashed line and identified as "Proposed Access Easement" on a drawing on file in the Land Information and Mapping Services Branch of the Planning, Property and Development Department as Misc. Plan No. 13501.

IN WITNESS WHEREOF the parties hereto have executed these presents as of the day and year first above written.

THE CITY OF WINNIPEG
Per:

_____
Director, Planning, Property and Development

SOUTHWOOD GOLF AND COUNTRY CLUB

Per: _____
Name: IAN SHAW (affix corporate
Title: CHAIR, PROJECT STEERING COMMITTEE, BOG

Per: _____
Name:
Title:

Approved:

_____
Planning, Property and Development

Approved:

_____
Public Works Department

Certified as to Legal Description:

_____
Planning, Property and Development

Certified as to form:

_____
for A/City Solicitor/Manager of Legal Services

12. The City may file a caveat against the Grantee's Land and the Grantee may file a caveat against the City's Land with respect to this Agreement. The Grantee shall, at its sole cost, effort and expense, prepare and register a Plan of Easement in the Winnipeg Land Titles Office for the Access Easement Area.

13. The City's Land affected by the Agreement is described as:

All of said Parcel "J" and Lot 9 shown bordered in dashed line and identified as "Proposed Access Easement" on a drawing on file in the Land Information and Mapping Services Branch of the Planning, Property and Development Department as Misc. Plan No. 13501.

IN WITNESS WHEREOF the parties hereto have executed these presents as of the day and year first above written.

THE CITY OF WINNIPEG
Per:

_____
Director, Planning, Property and Development

SOUTHWOOD GOLF AND COUNTRY CLUB

Per: _____
Name: IAN SHAW (affix corporate
Title: CHAIR, PROJECT STEERING COMMITTEE, BOG

Per: _____
Name:
Title:

Approved:

_____
Planning, Property and Development

Approved:

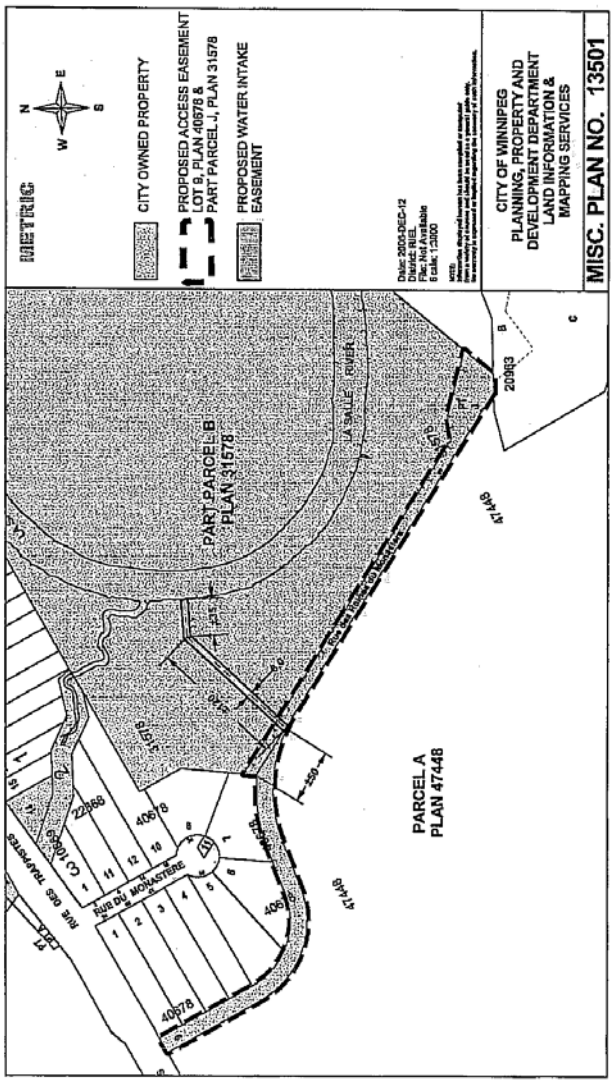
_____
Public Works Department

Certified as to Legal Description:

_____
Planning, Property and Development

Certified as to form:

_____
for A/City Solicitor/Manager of Legal Services


METRIC
N
E
S
W
CITY OWNED PROPERTY
PROPOSED ACCESS EASEMENT
LOT 9, PLAN 40678 &
PART PARCEL J, PLAN 31578
PROPOSED WATER INTAKE
EASEMENT
Date: 2006-DEC-12
District: RIEL
File: Not Available
Scale: 1:3000
CITY OF WINNIPEG
PLANNING, PROPERTY AND
DEVELOPMENT DEPARTMENT
LAND INFORMATION &
MAPPING SERVICES
MISC. PLAN NO. 13501
PART PARCEL B
PLAN 31578
LA SALLE RIVER
PARCEL A
PLAN 47448
RUE DES TRAPPISTES
RUE DU MONASTERE
40678
22868
31578
47448
20983