Minute No. 509
Report - Standing Policy Committee on Property and Development – July 13, 2009

Item No. 7 **Land Exchange – Fort Rouge Yards – Lands North of Parker Avenue – Bus Rapid Transit Project**
(River Heights – Fort Gary Ward)
eFile FI-2.4.4.1

COUNCIL DECISION:

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

1. That the exchange of City-owned land identified as "Subject Property to be Conveyed to Gem Equities Inc." on Misc. Plan No. 12251/3 and the privately-owned land identified as "Property to be Conveyed to the City" on Misc. Plan No. 13394/1, at a price of $1.00 be approved in accordance with the terms and conditions of the attached Land Exchange Agreement.

2. That the City-owned land identified as "Subject Property to be Conveyed to Gem Equities Inc." on Misc. Plan No. 12251/3 be declared surplus to the City's needs.

3. That upon the approval of recommendations 1 and 2, the City of Winnipeg Public Service be directed to prepare a developer led secondary plan for the Fort Rouge lands and the Parker Lands, which secondary planning process shall incorporate appropriate public consultations.

4. Prior to the close of the transaction that a Phase 2 Environmental Assessment be conducted on the Fort Rouge lands to ensure that they are functional for the purpose required to the satisfaction of the CAO.

5. That the Proper Officers of the City be authorized to do all things necessary to implement the intent of the foregoing, including the execution of any documents related thereto.

Report - Standing Policy Committee on Property and Development – July 13, 2009

DECISION MAKING HISTORY:

Moved by Councillor Fielding,
That the recommendation of the Standing Policy Committee on Property and Development be adopted.

Moved by Councillor Fielding,
Seconded by Councillor Orlikow,

WHEREAS the City of Winnipeg Public Service is recommending that the City enter into a land exchange whereby the City of Winnipeg will transfer approximately 58.7 acres of the lands north of Parker Avenue (the "Parker Lands") valued at $1 million to Gem Equities Inc. in exchange for approximately 8.95 acres of land in the Fort Rouge Yards (the "Fort Rouge Lands") valued at $1 million;

AND WHEREAS the Fort Rouge Lands are required by the City of Winnipeg for the expansion of the Fort Rouge transit garage;

AND WHEREAS potential development plans for the Parker Lands have been the subject of public discussion without the benefit of appropriate public consultations and planning processes;

THEREFORE BE IT RESOLVED THAT the Item be amended by adding the following recommendation numbered as recommendation 3:

3. That upon the approval of recommendations 1 and 2, the City of Winnipeg Public Service be directed to prepare a secondary plan for the Fort Rouge lands and the Parker Lands, which secondary planning process shall incorporate appropriate public consultations.

and by renumbering the existing recommendation 3 as recommendation 4.

With the permission of Council and with the concurrence of the seconder, Councillor Fielding accepted a friendly amendment to his amendment as follows:

THAT the resolve be amended to include the words:

“to prepare a developer led secondary plan”

in place of the words,

“to prepare a secondary plan”

Report - Standing Policy Committee on Property and Development – July 13, 2009

DECISION MAKING HISTORY (continued):

Moved by Councillor Swandel,
Seconded by Councillor Browaty,

THAT the Item be amended by adding the following recommendation:

> "Prior to the close of the transaction that a Phase 2 Environmental Assessment be conducted on the Fort Rouge lands to ensure that they are functional for the purpose required to the satisfaction of the CAO."

Moved by Councillor Orlikow,
That the item be referred back to the Standing Policy Committee on Property & Development.

The motion to refer was put.

Councillor Gerbasi called for the yeas and nays, which were as follows:

Yea: Councillors Gerbasi, Orlikow, Smith, Thomas, Vandal, Wyatt and Lazarenko. 7

Nay: His Worship Mayor Katz, Councillors Browaty, Clement, Fielding, Nordman, O'Shaughnessy, Pagtakhan, Steeves and Swandel. 9

and the motion to refer was declared lost.

The motion proposed by Councillors Fielding and Orlikow, as amended, was put.

Councillor O'Shaughnessy called for the yeas and nays, which were as follows:

Report - Standing Policy Committee on Property and Development – July 13, 2009

DECISION MAKING HISTORY (continued):

Yea: His Worship Mayor Katz, Councillors Browaty, Clement, Fielding, Gerbasi, Nordman, Orlikow, O'Shaughnessy, Pagtakhan, Smith, Steeves, Swandel, Thomas, Vandal and Lazarenko. 15

Nay: Councillors Wyatt. 1

and the motion proposed by Councillors Fielding and Orlikow, as amended, was declared carried.

The motion proposed by Councillors Swandel and Browaty was put.

Councillor O'Shaughnessy called for the yeas and nays, which were as follows:

Yea: His Worship Mayor Katz, Councillors Browaty, Clement, Fielding, Gerbasi, Nordman, Orlikow, O'Shaughnessy, Pagtakhan, Smith, Steeves, Swandel, Thomas, Vandal and Lazarenko. 15

Nay: Councillors Wyatt. 1

and the motion proposed by Councillors Swandel and Browaty was declared carried.

The motion for adoption of the item, as amended, was put.

Councillor O'Shaughnessy called for the yeas and nays, which were as follows:

Yea: His Worship Mayor Katz, Councillors Browaty, Clement, Fielding, Nordman, O'Shaughnessy, Pagtakhan, Steeves, Swandel and Lazarenko. 10

Nay: Councillors Gerbasi, Orlikow, Smith, Thomas, Vandal and Wyatt. 6

and the motion for adoption of the item, as amended, was declared carried..

Report - Standing Policy Committee on Property and Development – July 13, 2009

DECISION MAKING HISTORY (continued)

EXECUTIVE POLICY COMMITTEE RECOMMENDATION:

On July 15, 2009, 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 July 13, 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 Land Exchange – Fort Rouge Yards – Lands North of Parker Avenue - Bus Rapid Transit Project**

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

AUTHORIZATION

Author	Department Head	CFO	CAO
J. S. Zabudney	D. Joshi	P. Olafson Corporate Controller	G. Laubenstein P. Sheegl, Deputy CAO

RECOMMENDATIONS

1. That the proposed exchange of City-owned land identified as "Subject Property to be Conveyed to Gem Equities Inc." on Misc. Plan No. 12251/3 and the privately-owned land identified as "Property to be Conveyed to the City" on Misc. Plan No. 13394/1, at a price of $1.00 be approved in accordance with the terms and conditions of the attached Land Exchange Agreement.
2. Subject to the approval of Recommendation 1, that the City-owned land identified as "Subject Property to be Conveyed to Gem Equities Inc." on Misc. Plan No. 12251/3 be declared surplus to the City's needs.
3. That the Proper Officers of the City do all things necessary to implement the intent of the foregoing.

IMPLICATIONS OF THE RECOMMENDATIONS

- There are no regulatory or human resources implications associated with this report.
- The recommended sale of the subject City-owned property is in accordance with the City's *"Offers to Purchase City-owned Property Policy"*. The proposed sale of the subject City-owned property involves an exchange of privately-owned land required by a City Department.

HISTORY

On October 22, 2008, Council considered and approved the Winnipeg Transit Department's report entitled, "Southwest Rapid Transit Corridor – Stage 1", which identified sources of funding (including $12.7M for property acquisition) for implementation of the SWRTC – Stage 1 project.

On November 19, 2008, Council considered and approved the Planning, Property and Development Department's report requesting the authorization to negotiate the acquisition of all land interests for the SRTC – Stage 1.

On December 17, 2008, Council approved, among other things, expropriation proceedings to acquire the properties required by the City for the Southwest Rapid Transit Corridor - Stage 1 project. While the property shown shaded on Misc. Plan No. 13394/1 owned by Gem Equities Inc. is required for transit purposes, it was not included with the inventory properties under the approved expropriation by Council as Gem Equities Inc. expressed an interest in acquiring the City-owned property shown outlined on Misc. Plan No. 12251/3.

Details of the subject properties are as follows:

Gem Equities Inc Property

Location: Portion of the Fort Rouge Yards shown shaded on Misc. Plan No. 13394/1
Size: 36,222 m2 (8.95 acres)
Zoning: M2 – Manufacturing General
Servicing: Serviced
Market Value: $1,000,000.00

City-owned Property

Location: North of Parker Avenue, shown outlined and shaded on Misc. Plan No. 12251/3
Size: 23.76 hectares (58.7 acres)
Zoning: M2 – Manufacturing General
Servicing: Un-serviced
Market Value: $1,000,000.00

Pursuant to the City's *"Offers to Purchase City-owned Property Policy"*, the sale of City-owned property is to be processed through a public offering. The Planning, Property and Development Department may, however, entertain unsolicited offers under four conditions, one of which involves an exchange of land.

The Department has concluded its negotiations with Gem Equities Inc. in regard to the proposed exchange of land. The salient terms and conditions of the Exchange Agreement are as follows:

Gem Equities Inc. Agrees

- To acquire all of the land shown shaded and identified as "Subject Property to be Conveyed to Gem Equities Inc." on Misc. Plan No. 12251/3 for $1.00.
- To provide the City with a ten (10) metre wide easement in approximately the area identified as "Watermain Line" on Misc. Plan No. 12251/3 for the maintenance of a watermain.
- To re-convey to the City the land required for the "Proposed Road Extension" and "Proposed Bus Rapid Transit" identified on Misc. Plan No. 12251/3 upon payment by the City of the sum of Seventeen Thousand ($17,000.00) Dollars per acre.
- To convey to the City all of its property shown shaded on Misc. Plan No. 13394/1 for $1.00.
- At its sole cost, effort and expense, to do all things as are necessary to convey its property and prepare a Plan of Survey to create one parcel comprising all of its property together with residual City-owned lands shown outlined and identified as "Transit Requirements" on Misc. Plan No. 13394/1.

The Planning, Property and Development Department is recommending that the proposed exchange of City-owned land identified as "Subject Property to be Conveyed to Gem Equities Inc." on Misc. Plan No. 12251/3 and the privately-owned land identified as "Property to be Conveyed to the City" on Misc. Plan No. 13394/1, at a price of $1.00 be approved in accordance with the terms and conditions of the attached Land Exchange Agreement.

FINANCIAL IMPACT

Financial Impact Statement **Date:** **July 7, 2009**

Project Name:

Proposed Land Exchange – Fort Rouge Yards – Lands North of Parker Avenue, Bus Rapid Transit Project

COMMENTS:

Other than the exchange of a nominal $1, there are no financial implications associated with the initial land swap The proposed land swap agreement includes a provision that upon written demand by the City, Gem Equities Inc. is to re-convey to the City the land required for the "Proposed Road Extension" and "Proposed Bus Rapid Transit" identified on Misc. Plan No. 12251/3 upon payment by the City of the sum of Seventeen Thousand ($17,000) Dollars per acre. While there will be a financial impact associated with the re-acquisition, estimating with reasonable certainty the number of acres to be re-acquired is not possible at this time.

It should be noted that funding for the re-aquisition will come from Council-approved Public Works and/or Transit Department capital project budgets.

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

CONSULTATION

In preparing this Report there was consultation with:

Winnipeg Transit

SUBMITTED BY

Department: Planning, Property and Development
Division: Real Estate
Prepared by: John S. Zabudney, Supervisor of Sales and Acquisition
Date: July 7, 2009
File No.: 5775

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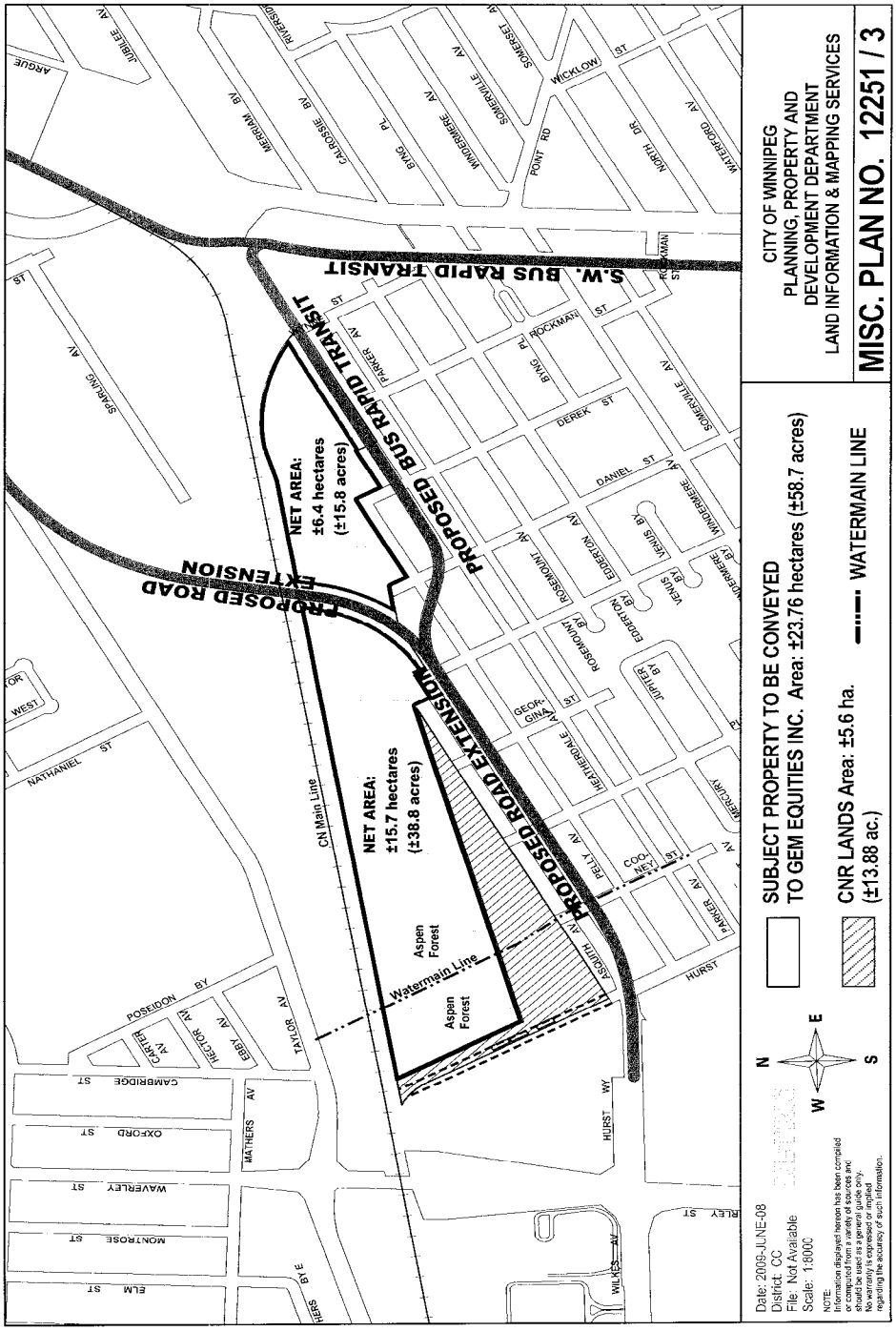
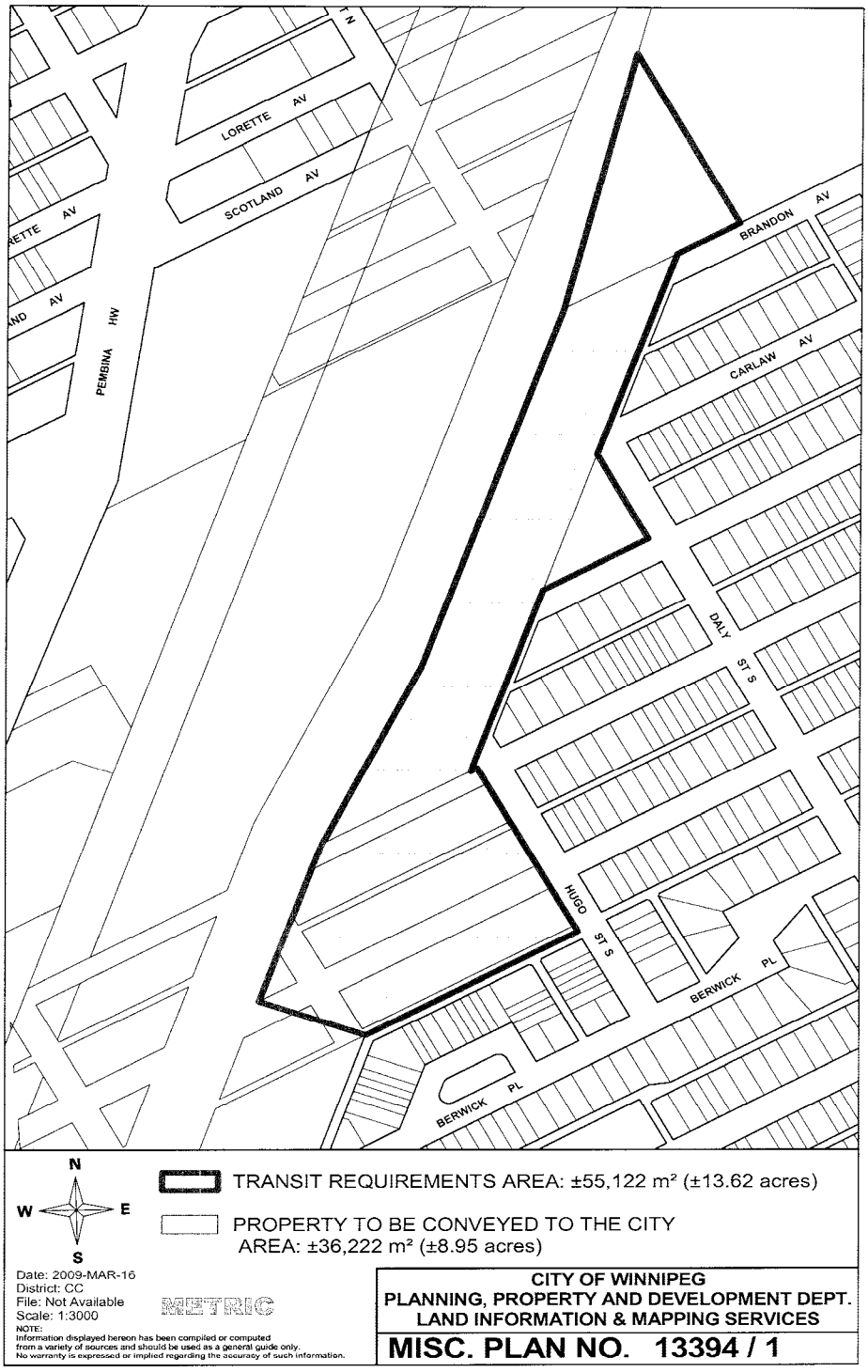

CITY OF WINNIPEG
PLANNING, PROPERTY AND
DEVELOPMENT DEPARTMENT
LAND INFORMATION & MAPPING SERVICES
MISC. PLAN NO. 12251 / 3
SUBJECT PROPERTY TO BE CONVEYED
TO GEM EQUITIES INC. Area: ±23.76 hectares (±58.7 acres)
CNR LANDS Area: ±5.6 ha.
(±13.88 ac.)
WATERMAIN LINE
Date: 2009-JUNE-08
District: CC
File: Not Available
Scale: 1:8000
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.
NET AREA:
±6.4 hectares
(±15.8 acres)
NET AREA:
±15.7 hectares
(±38.8 acres)
PROPOSED BUS RAPID TRANSIT
PROPOSED ROAD EXTENSION
S.W. BUS RAPID TRANSIT
Aspen Forest
Watermain Line
CN Main Line
ROCKMAN ST
DEREK ST
DANIEL ST
GEORGINA ST
COONEY ST
HURST WY
HURST
POSEIDON BY
NATHANIEL ST
CAMBRIDGE ST
OXFORD ST
WAVERLEY ST
MONTROSE ST
ELM ST
MATHERS AV
TAYLOR AV
EBBY AV
HECTOR AV
CARTER AV
PELLY AV
ASQUITH AV
HEATHERDALE AV
ROSEMOUNT AV
EDDERTON AV
VENUS BY
JUPITER BY
WINDERMERE AV
SOMERVILLE AV
PARKER AV
BYNG PL
WICKLOW ST
POINT RD
NORTH DR
WATERFORD AV
SPARLING AV
JUBILEE AV
MERRIAM BV
CALROSSIE BV
WINDERMERE AV
SOMERSET AV
ARGUE
WILKES AV
RLEY ST


LORETTE AV
SCOTLAND AV
PEMBINA HWY
BRANDON AV
CARLAW AV
DALY ST S
HUGO ST S
BERWICK PL
BERWICK PL
N
W
E
S
TRANSIT REQUIREMENTS AREA: ±55,122 m² (±13.62 acres)
PROPERTY TO BE CONVEYED TO THE CITY
AREA: ±36,222 m² (±8.95 acres)
Date: 2009-MAR-16
District: CC
File: Not Available
Scale: 1:3000
METRIC
NOTE:
Information displayed hereon has been compiled or computed from a variety of sources and should be used as a general guide only. No warranty is expressed or implied regarding the accuracy of such information.
CITY OF WINNIPEG
PLANNING, PROPERTY AND DEVELOPMENT DEPT.
LAND INFORMATION & MAPPING SERVICES
MISC. PLAN NO. 13394 / 1

(Land Exchange) File No. R.10/2009(1)

THIS AGREEMENT made in duplicate the day of , 2009.

BETWEEN:

THE CITY OF WINNIPEG,
(hereinafter called the ***"City"***),

OF THE FIRST PART,

- and -

GEM EQUITIES INC.,
(hereinafter called ***"Gem"***),

OF THE SECOND PART.

WHEREAS the City is the registered owner of the land comprising approximately 58.7 acres shown shaded and identified as ***"Subject Property to be Conveyed to Gem Equities Inc."*** on Misc. Plan No. 12251/3 attached hereto as Schedule "A" (hereinafter called ***"Area A"***);

AND WHEREAS Gem wishes to acquire Area A for future mixed-use development;

AND WHEREAS the City is prepared to convey Area A to Gem, upon certain conditions as hereinafter set forth;

AND WHEREAS Gem pursuant to the terms of this Agreement has agreed to reconvey to the City a portion of Area A generally located and identified as ***"Proposed Road Extension" and "Proposed Bus Rapid Transit"*** on Misc. Plan No. 12251/3 attached hereto as Schedule "A", for the construction and maintenance, at the sole cost, effort and expense of the City, of road improvements (hereinafter called the ***"Road Improvement Lands"***);

AND WHEREAS Gem is the registered owner of certain land comprising approximately 8.95 acres shown shaded and identified as ***"Property to be Conveyed to the City"*** on Misc. Plan No. 13394/1 attached as Schedule "B" (hereinafter called ***"Area B"***);

AND WHEREAS the City wishes to acquire Area B for the purposes of expansion of facilities for the servicing and storage of the transit fleet at the Fort Rouge Transit Garage;

AND WHEREAS Gem has agreed to convey Area B to the City, upon certain conditions as hereinafter set forth;

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the premises and the covenants herein, the parties agree, each with the other, as follows:

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

2. Gem will purchase Area A from the City for the sum of **ONE ($1.00) DOLLAR**, plus applicable Goods and Services Tax.

3. The City will purchase Area B from Gem for the sum of **ONE ($1.00) DOLLAR**, plus applicable Goods and Services Tax.

4. Area A shall be conveyed to Gem by the City free and clear of any and all mortgages, liens, leasehold interests, charges and encumbrances whatsoever, except the caveat referred to in paragraph 6 hereof, any public utility caveats and any other encumbrance that may be registered through, by or against Gem.

5. Area B shall be conveyed to the City by Gem free and clear of any and all mortgages, liens, leasehold interests, charges and encumbrances whatsoever, except the caveat referred to in paragraph 6 hereof, any public utility caveats and any other encumbrance that may be registered through, by or against the City.

6. (a) The City may register and maintain a caveat against Area A to ensure the performance of the covenants on the part of Gem herein set forth, and Gem agrees to grant and does hereby grant to the City an interest in Area A according to the tenor of this Agreement, and Gem agrees to grant and does hereby grant to the City an interest and a ten (10) metre wide easement in Area A, in approximately the area identified as "Watermain Line", according to the tenor of this Agreement and the Easement Agreement for the maintenance of a watermain in a form similar to that hereto attached as Schedule "C", and Gem agrees to prepare at its sole cost, effort and expense, the Easement Plan for the watermain easement within a reasonable period of time following the City notifying Gem of the exact location and Gem further agrees to be responsible for payment of registration costs in the Winnipeg Land Titles Office.

(b) Gem may register and maintain a caveat against Area B to ensure the performance of the covenants on the part of the City herein set forth, and the City agrees to grant and does hereby grant to Gem an interest in Area B according to the tenor of this Agreement.

7. Failure by Gem to execute the Easement Agreement concurrently with this Agreement or prior to such other time as mutually agreed to by the parties hereto shall result in this Agreement being terminated and null and void and the transaction as herein contemplated at an end.

8. The date for vacant possession and tax adjustments in respect of Area A and Area B shall be the date sixty (60) days following completion of the requirement as set out in paragraph 12 (a) or as otherwise agreed to by the parties (hereinafter called the ***"closing date"***).

9. Gem shall pay as an adjustment an amount equal to the total of such taxes, rates and charges which would have been levied or charged against Area A as though Area A had been entered on the assessment rolls of the City as privately owned and subject to taxation, which adjustment shall be calculated from the closing date to and including the last day of the current taxation year. In addition, Gem shall be credited as an adjustment an amount equal to the taxes, rates and charges levied or charged against Area B from the closing date to and including the day of the then current taxation year.

10. The parties are providing no warranty or representation of any kind related to the condition of Area A and Area B or the developability of such lands. Each party must rely upon its own investigations and must satisfy itself as to the suitability of Area A or Area B, as the case may be, for its needs. For greater certainty and without limiting the generality of the foregoing, both Gem and the City respectively acknowledge and accept the fact that either or both of Area A and Area B may contain environmental contaminants and, in this regard, the term *"caveat emptor"* applies to the fullest extent.

11. Each party shall accept from the other Area A or Area B, as the case may be, in an "as is" condition, each party relying on their own personal inspections of the respective lands, independent of any representations made by or on behalf of the other party. Any error or discrepancy in the description or dimensions of the lands as contained herein shall not entitle the parties to any compensation in respect thereof, nor will it entitle the parties to cancellation of this transaction.

12. The parties hereto agree, each with the other, as follows:

    (a) Gem shall, at its sole cost, effort and expense, do all things as are necessary to convey Area B to the City, including but not limited to causing to be prepared and registered at the Winnipeg Land Titles Office a Plan of Survey (herein called ***"the plan"***) which will create one parcel comprising all of Area B to be conveyed to the City together with residual City-owned lands shown outlined and identified as ***"Transit Requirements"*** on Misc. Plan No. 13394/1 attached hereto as Schedule "B" (hereinafter called ***"Area C"***) with the exact boundaries and area of Area C to be fixed and set by the plan;

    (b) In addition to such costs and expenses as hereinbefore identified, each party shall be solely responsible for all costs incurred by them in meeting their respective obligations as are herein contained, including without limiting the generality of the foregoing, professional and legal fees, disbursements, land transfer tax and any and all applicable taxes.

13. Gem shall reconvey to the City the Road Improvement Lands upon written demand made by the City to Gem and upon payment by the City to Gem of the sum of Seventeen Thousand ($17,000.00) Dollars per acre plus applicable Goods and Services Tax.

    Gem shall, following written demand made by the City to Gem and prior to or concurrent with payment by the City to Gem of the sum of Seventeen Thousand ($17,000.00) Dollars per acre plus applicable Goods and Services Tax for reconveyance to the City of the Road Improvement Lands, at no cost to the City, within a reasonable period of time following written demand made by the City, prepare and deliver to the City transfer documents, including without limitation a registerable Transfer of Land, Plan of Subdivision, Street Opening Plan and any other documents which may be required, which upon registration at the Winnipeg Land Titles Office will result in title to the Road Improvement Lands issuing in the name of the City free and clear of all mortgages, liens, leasehold interests, charges and encumbrances whatsoever, except for any of the same registered through, by or against the City and except for any of the same endorsed on the existing Title to Area A on the closing date set out in paragraph 8 hereof.

    Gem acknowledges and agrees that the final location and land required for the Road Improvement Lands shall be determined by the City's Director of Public Works and the Director of Transit, and that the City shall be entitled to file and

maintain a caveat as a first charge against Area A to ensure the performance of the covenants on the part of Gem set out in this paragraph.

The City shall provide Gem with such detailed drawings and specifications as may reasonably be required by Gem to prepare or have caused to be prepared the necessary Plan of Subdivision and/or Street Opening Plan.

14. Gem shall consent on a Real Owner Application form similar to that attached hereto as Schedule "D" to add the City as the real owner of Area B and the City shall consent on a Real Owner Application form similar to that attached hereto as Schedule "D1" to add Gem as the real owner of Area A on the assessment rolls of the City.

15. Gem shall on or before the closing date provide the City with a Declaration as to Possession in the usual form. Gem hereby acknowledges that the City does not provide Declarations as to Possession.

16. The parties hereto acknowledge and agree that none of the provisions of this Agreement will merge with the conveyance of Area A and Area B.

17. This Agreement is conditional upon Gem obtaining the approval for subdivision required to fulfill its obligations in paragraph 12 (a), on or before one hundred and eighty (180) days following the date of approval of this Agreement by City Council or its delegated authority but in any event no later than March 31, 2010, failing which this agreement shall be terminated. Both Gem and the City covenant and agree to pursue the completion of the requirements in paragraph 12(a) and to use reasonable commercial efforts to complete same as soon as reasonably possible after execution of this agreement by both parties.

18. Any notice required to be given to any party shall be sufficiently given:
In the case of the City:

If personally served on the City, or, if forwarded by ordinary mail, postage prepaid, addressed to:

The City of Winnipeg
Planning, Property and Development Department
2nd Floor – 65 Garry Street
Winnipeg, Manitoba
R3C 4K4
Attention: Director

or to such other address as the City may from time to time advise by notice in writing;

In the case of the Purchaser:

If personally served on the Purchaser or, if the Purchaser is a corporation, then on an officer, director or executive of the Purchaser or, if forwarded by ordinary mail, postage prepaid, addressed to:

Gem Equities Inc.
102 – 33 Hargrave Street
Winnipeg, Manitoba
R3C 3T9
Attention: Andrew Marquess - Director

or to such other address as the Purchaser may from time to time advise by notice in writing;

And any such notice, if forwarded by mail, whenever mailed, shall be deemed to be served on the fifth (5th) business day next following the date it is so mailed.

19. Each of the parties hereto will self-assess any Goods and Services Tax payable on this proposed transaction. The City's GST Registrant Number is R121682967. The Purchaser's GST Registrant Number is 842407819RT0001.

20. Gem acknowledges and agrees that this Agreement is subject to the approval of City Council or its delegated authority.

21. No real estate commissions are payable in respect of these transactions.

22. Each of the parties hereto agrees that it will promptly do, make, execute or deliver, or cause to be done, made, executed or delivered, all such further acts, documents and things as the other may reasonably require from time to time for the purpose of giving effect to the provisions of this Agreement and each party further agrees that it will take all reasonable efforts that may be reasonably necessary or desirable to implement to their full extent the provisions of this Agreement.

23. 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.

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

THE CITY OF WINNIPEG

Per: _____
for DIRECTOR of Planning, Property and Development

GEM EQUITIES INC.

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

_____
Witness:
Name:_____
(please print)
Address: _____

_____

Per: _____
Name:
Title:

Approved:

_____
Planning, Property and Development Department

Approved:

_____
for Director of Transit

Approved:

_____
for Director of Water and Waste

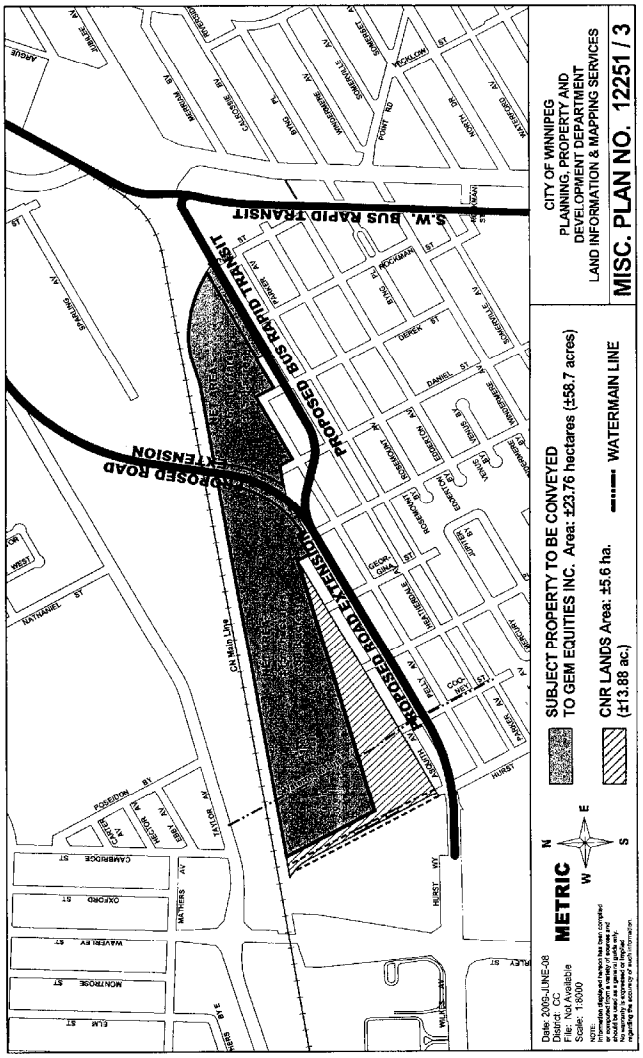
Approved:

_____
for Director of Public Works

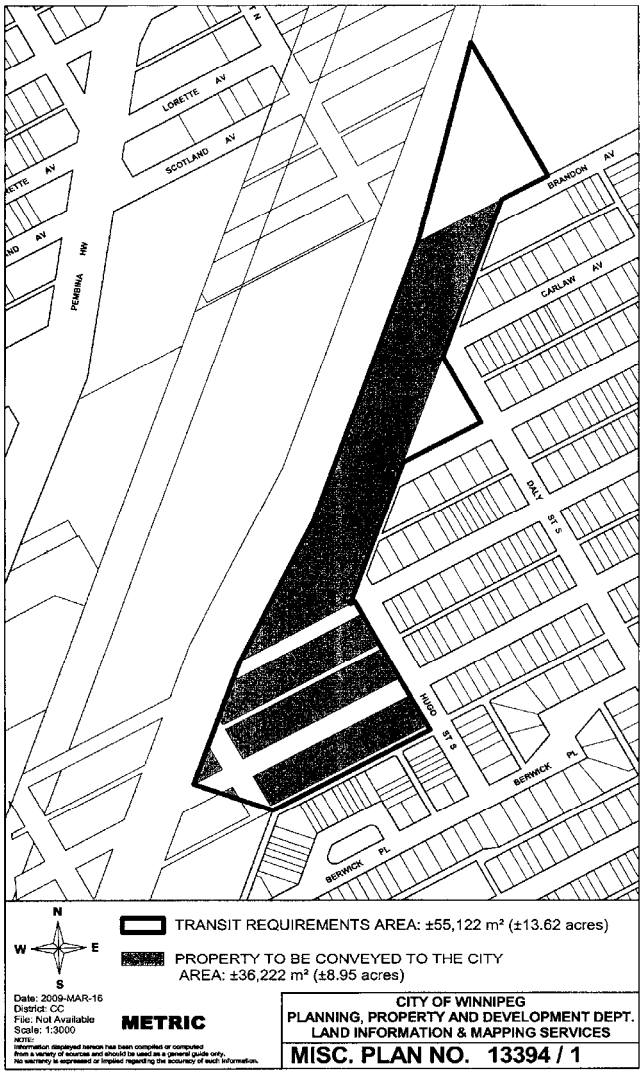
Certified as to form:

_____
for City Solicitor/Manager of Legal Services

SCHEDULE "A"


S.W. BUS RAPID TRANSIT
PROPOSED BUS RAPID TRANSIT
PROPOSED ROAD EXTENSION
CITY OF WINNIPEG
PLANNING, PROPERTY AND
DEVELOPMENT DEPARTMENT
LAND INFORMATION & MAPPING SERVICES
MISC. PLAN NO. 12251 / 3
SUBJECT PROPERTY TO BE CONVEYED
TO GEM EQUITIES INC. Area: ±23.76 hectares (±58.7 acres)
CNR LANDS Area: ±5.6 ha.
(±13.88 ac.)
WATERMAIN LINE
METRIC
Date: 2009-JUNE-08
District: CC
File: Not Available
Scale: 1:8000

SCHEDULE "B"


LORETTE AV
SCOTLAND AV
PEMBINA HWY
BRANDON AV
CARLAW AV
DALY ST S
HUGO ST S
BERWICK PL
BERWICK PL
N
W
E
S
TRANSIT REQUIREMENTS AREA: ±55,122 m² (±13.62 acres)
PROPERTY TO BE CONVEYED TO THE CITY
AREA: ±36,222 m² (±8.95 acres)
Date: 2009-MAR-16
District: CC
File: Not Available
Scale: 1:3000
METRIC
CITY OF WINNIPEG
PLANNING, PROPERTY AND DEVELOPMENT DEPT.
LAND INFORMATION & MAPPING SERVICES
MISC. PLAN NO. 13394 / 1

SCHEDULE "C"

(Watermain) File No. _____

EASEMENT AGREEMENT

THIS AGREEMENT made in duplicate this day of , 2009.

BETWEEN:

GEM EQUITIES LTD.
duly registered to carry on business in Manitoba
("Owner"),

OF THE FIRST PART,

- and -

THE CITY OF WINNIPEG
("City"),

OF THE SECOND PART,

IN CONSIDERATION OF the sum of ONE ($1.00) DOLLAR paid by each party to the other (the receipt and sufficiency of which is hereby acknowledged) and the covenants and agreements herein contained, the Owner and City covenant and agree as follows:

1. The Owner hereby grants and conveys to the City in perpetuity, the right and easement to enter upon and use that portion of the Owner's land described as the ***"Watermain Easement Area"*** on Schedule "A" attached hereto (herein called the *"Easement Area"*) and the right to do all things necessary thereon to construct, maintain, inspect, repair, replace and/or remove a watermain and appurtenances thereto, (herein called the "works") in the Easement Area, and for every such purpose grants and conveys to the City the right of access to the Easement Area over and across the Owner's land (herein called the "Owner's Land") at all times by its servants and employees or other persons acting with its authorization.

2. The City agrees and undertakes to leave the Easement Area and the Land in good condition after any work done in connection with such construction, maintenance, repair or replacement, and to indemnify the Owner against any suits, actions, claims or demands arising out of such work.

3. The City hereby covenants and agrees to be responsible for damage to the Easement Area and the Land and any buildings thereon, and/or injury to the persons of the Owner and any other person being on the said Land and Easement with the consent, express or implied, of the Owner, arising out of the negligence of the City's servants or employees or other persons acting with the City's authorization including but not limited to independent contractors hired by the City in the construction, maintenance, repair and/or replacement of the work.

4. Subject to permission, if any, printed on Schedule "A" attached hereto, for projection of roof eaves, the Owner covenants and agrees that the Owner will not erect or permit the erection of any building or other structure, other than paving or fencing, in, over or upon the Easement Area or any part thereof without having first obtained the written permission of the City's Director of Water and Waste Department.

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

6. The land affected by this Agreement is described as:

INSERT LEGAL DESCRIPTION

and includes the Easement Area illustrated on the drawing attached as Schedule "A" to this Agreement described as:

INSERT LEGAL DESCRIPTION

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and year first above written.

GEM EQUITIES INC.

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

corporate

_____
Witness:
Name: _____
(please print)
Address: _____

_____

Per: _____
Name:
Title:

THE CITY OF WINNIPEG

Per: _____
for DIRECTOR of Planning, Property and Development

(Watermain) - 12 - File No. _____

Approved as to Engineering Details:

_____
for Director of Water and Waste Department

Certified as to Legal Description

_____
Planning, Property and Development Department

Approved as to form:

_____
for A/City Solicitor/Manager of Legal Services

SCHEDULE "D"

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**

_____

_____
(Please Print)

6. **Description of Building on Property**:

Dwellings_____

Other Buildings_____

7. **Date of Purchase**_____

8. **Purchase Price**_____

Date:_____ _____
(Signature of Applicant)

Date:_____ _____
(Signature of Registered Owner)

OFFICE OF THE CITY ASSESSOR
THE CITY OF WINNIPEG

SCHEDULE "D1"

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**

_____

_____
(Please Print)

6. **Description of Building on Property**:

Dwellings_____

Other Buildings_____

7. **Date of Purchase**_____

8. **Purchase Price**_____

Date:_____ _____
(Signature of Applicant)

Date:_____ _____
(Signature of Registered Owner)

OFFICE OF THE CITY ASSESSOR
THE CITY OF WINNIPEG