Agenda - Council - March 26, 2003

Report - Standing Policy Committee on Property and Development - March 6, 2003

Item No. 2 Proposed Marketing and Sale of Eight Residential Building Lots - rue du Monastere Subdivision
File FI-2.4(35) (Vol. 11)

STANDING COMMITTEE RECOMMENDATION:

On March 18, 2003, 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 Director of Planning, Property and Development be authorized to commence marketing the subject property for sale in accordance with the strategy, terms and conditions, proposed reserve pricing, and including the payment of real estate commissions, all as proposed herein.

2. That the Chief Administrative Officer be delegated the authority to accept Offers to Purchase that are in accordance with the City's proposed terms and conditions and where the offered price is not less than as proposed herein.

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

Report - Standing Policy Committee on Property and Development - March 6, 2003

DECISION MAKING HISTORY:

EXECUTIVE POLICY COMMITTEE RECOMMENDATION:

On March 18, 2003, 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 March 6, 2003, the Standing Policy Committee on Property and Development concurred in the administrative recommendation, and submitted its recommendation to Executive Policy Committee and Council.

Re: Proposed Marketing and Sale of Eight Residential Building Lots
Rue Du Monastere Subdivision
Riel Community
St. Norbert Ward

For submission to: The Standing Policy Committee On Property and Development

Original report signed by: Director of Planning, Property and Development

Report date: January 30, 2003

Recommendation(s):

1. That the Director of the Planning, Property and Development Department be authorized to commence marketing the subject property for sale in accordance with the strategy, terms and conditions, proposed reserve pricing, and including the payment of real estate commissions, all as proposed herein.

2. That subject to the approval of Recommendation No. 1, that the Chief Administrative Officer be delegated the authority to accept Offers to Purchase that are in accordance with the City's proposed terms and conditions and where the offered price is not less than as proposed herein.

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:

- On January 27, 1994 Council approved the acquisition of certain lands from Genstar which included the lands which are the subject of this report and which are shown on the attached Misc. Plan No. 9345/5. Council also directed the former Land Surveys and Real Estate Department to proceed with a subdivision of these lands and directed that the net sales proceeds be designated to fund the construction of a bridge to cross the La Salle River in the adjacent park.
- The Planning, Property and Development Department has now subdivided, rezoned and serviced the subject property. The Department is now able to proceed with the sale of the resultant residential building lots.
- The Planning, Property and Development Department is seeking approval of the proposed marketing strategy, and pre-approval to the terms and conditions of sale and proposed reserve pricing as discussed within this report.

- The Planning, Property and Development Department is also seeking approval to pay real estate commission fees to be calculated at 3% of the accepted offer.
- The Planning, Property and Development Department is also recommending that Council delegate the authority to the Chief Administrative Officer to accept Offers to Purchase received in accordance with the City's terms and conditions and reserved pricing. In so doing the finalization of potential sales can be expedited given the pending spring construction season.

IMPLICATIONS

General implications

X	None
	For the organization overall and/or for other departments
	For the community and/or organizations external to the City of Winnipeg
	Involves a multi-year contract

Comment: •

Policy implications

X	No (*There are no policy implications if the report is asking for a one-time decision.)*
	Yes *(There are policy implications if the recommendation(s) is/are asking for a decision that will be used to guide decisions over time.)*

Comment: •

Financial implications

X	Within approved current and/or capital budget
	Current and/or capital budget adjustment required
	No financial implications

Comment: •

REPORT

RECOMMENDATION(S):

1. That the Director of the Planning, Property and Development Department be authorized to commence marketing the subject property for sale in accordance with the strategy, terms and conditions, proposed reserve pricing, and including the payment of real estate commissions, all as proposed herein.

2. That subject to the approval of Recommendation No. 1, that the Chief Administrative Officer be delegated the authority to accept Offers to Purchase that are in accordance with the City's proposed terms and conditions and where the offered price is not less than as proposed herein.

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

REASON FOR THE REPORT:

In accordance with City Policy, the Standing Policy Committee on Property and Development shall finalize all sales, including terms and conditions, for which the Director of the Planning, Property and Development Department has no authority. By this Report, the Department is seeking the approval of the Committee to the proposed terms and conditions of sale, and to the payment of commissions. The Department is also seeking a delegation of authority to the Chief Administrative Officer to accept the resultant Offers to Purchase which will require Council approval

HISTORY:

The subject City-owned property shown outlined on the attached Misc. Plan No. 9345/5, was acquired as part of a larger property from Genstar pursuant to Council resolution of January 27, 1994 that stated in part:

> *"AND FURTHER THAT the Land Surveys and Real Estate Department be instructed to pursue the subdivision of the property at the south west corner of Rue du Monastere and Rue des Trappistes and that the net sale proceeds there from and also from the subdivision and sale of lots to be created on rue St. Pierre (Lots 23 and 24, Plan 4507) be designated to fund the construction of a bridge at the subject property;"*

The referenced bridge is a pedestrian bridge to be located in the adjacent park and which will cross the La Salle River enabling the connection of the City's River Bottom Forest lands lying on either side of the river.

On March 20, 1996 Council adopted the proposed development and plan of subdivision and conditions thereto under File DASZ 10/95 and rezoned the land under Zoning By-law No. 6400/94 to an "R1-9" Single-family District.

On June 21, 2000 Council adopted amendments to the conditions approved under File DASZ 10/95 in part stating:

> A) The existing lines [i.e. overhead hydro/telephone/cable services] be allowed to remain and be extended with overhead services to the newly created lots.
>
> B) The balance of the overhead line be redirected through side and rear lot easements to reconnect again with the existing overhead line servicing the Monastery Ruins to the south.

On September 20, 2000 Council adopted further amendments to the conditions approved under File DASZ 10/95, in part stating:

> A) That the time limit to provide for the enactment of the necessary subdivision and rezoning By-law under File DASZ 10/95 be extended to October 18, 2002.

The Plan of Subdivision (No. 40678) was registered in the Winnipeg Land Titles Office on June 13, 2002. Certificates of Titles were issued for each of the new lots.

In 2002, the Department contracted (pursuant to Tender No. 792-2000) with Borland Construction (1989) Ltd. to construct the services within the Rue Du Monastere right-of-way. The construction included underground services, paving, site grading and associated works.

Throughout this period of time, the Department has been having discussions with the Province and the L'Hotellerie St. Norbert Guest House Inc. relative to the discharge of a caveat respecting a right-of-way easement as exists against the new lot 7. The physical right-of-way has been relocated to the new lot 9 and it is therefore necessary to reapply the caveat to the title to this lot. However, there continues to be a dispute amongst the parties as to the terms of the right-of-way agreement which will preclude the marketing of lot 7 at this time.

On February 23, 2001 the City sold a strip of vacant land identified as Lot 10 as shown on Misc. Plan No. 9345/5 to Mr. E. Boldt, subject to the title being consolidated with the title to his adjoining property at 18 Rue Du Monastere. This enabled a consistency in the size of his private holding relative to others within the subdivision and the preservation of a stand of trees situated on Lot 10. As such, this lot is not included in the scope of this report other than the reference to the sale proceeds that have been received as a result of the sale.

The general details of the subject eight lots proposed to be sold are as follows:

Location:	Along Rue Du Monastere, South of Rue Des Trappistes, West of Pembina Highway in St. Norbert
Legal Description:	Lots 1 through 8, Plan 40678, in RL 80 to 82 Parish of St. Norbert

Certificate of Title 1879686/1879688/1879689/1879690/1879691/1879692/1879693/1879694

Zoning: R1-9

Servicing:	Fully prepaid, municipal water, gas, hydro, MTS, Shaw Cable and waste water sewer extending from Rue des Trappistes.
Comments:	Rue du Monastere is asphalt surfaced with shallow drainage ditches and has overhead hydro and telephone lines which will be retained.

DISCUSSION:

PROPOSED TERMS AND CONDITIONS FOR THE SALE OF THE RUE DU MONASTERE LOTS

The attached Misc. Plan No. 9345/5 illustrates the overall plan of subdivision and the 10 lots that were created, their configuration and the ingress/egress easement to the Trappiste Monastery Park and the St. Norbert Arts and Cultural Centre.

The recommendations herein are intended to apply to the proposed sale of Lots 1 through 8 inclusive. The proposed terms and conditions for the sale of these residential building lots have been developed to respect the conditions as set out in DASZ 10/95 and amendments thereto and other governing by-law requirements in a manner to protect the City's interests.

The Department proposes to actively market lots 1/6 and lot 8, but to withhold lot 7 from sale at this time pending a resolution of the matter of the right-of-way caveat. Notwithstanding, the Department is seeking approval to the price and terms and conditions to be applied to lot 7 so that the marketing and sale of this lot can proceed once the caveat issue has been resolved.

The Department is attaching herewith:

- a draft of: a sample "Offer to Purchase" form that it intends on using in the sale of these properties. These drafted terms and conditions are generally consistent with similar Agreements used by the City in the sale of other residential building lots;
- a copy of a Misc. Plan for each of the lots to be sold;
- the proposed architectural guidelines to be established;
- the instructions to the prospective purchasers.

The form of Offer to Purchase contains information specific to the respective lots. There are several significant terms which are identified as follows:

Easements:

Clause 12 of the proposed terms and conditions requires the Purchasers to recognize and acknowledge the existence of the private road established to provide access to the Trappiste Monastery Park and to the St. Norbert Arts and Cultural Centre. This Clause also states that this private access road is not to be used as secondary access to or from Lots 1 through 7 of the new Rue du Monastere subdivision.

The proposed terms and conditions also address the requirement for typical easements for MTS, Shaw Cable and Hydro, as well as an easement for a swale. The locations of the easement areas relevant to each specific lot are identified on the attached individual Misc. Plan for each specific lot.

Other Development Related Requirements:

The terms and conditions of sale also require the Purchaser to:

- sod the abutting boulevard and install a boulevard tree (Basswood in accordance with the direction of the City's naturalist);
- comply with the defined 75 foot front yard setbacks for Lots 1 through 4 and 50 foot front yard setbacks for Lots 5 through 8 (pursuant to DAV 393/95D);
- comply with the Architectural Guidelines as stated in Exhibit B of the terms and conditions. -The proposed conditions associated with the Architectural guidelines provide for suitable integrated development into an existing neighborhood and respect the rural-like setting of this community.

PAYMENT OF REAL ESTATE COMMISSIONS

The Planning, Property and Development Department is recommending that commissions be paid to registered Real Estate Agents or Firms that submit an Offer to Purchase, which Offer is then accepted and ultimately closes. The Department proposes a commission rate of 3% of the accepted gross sales price with the commission to be payable after the sale closes. The rate of 3% is being suggested as it is the commission participation rate as utilized in the now expired residential listing contract with Century 21 Carrie Realty. This rate also reflects the marketing and sales preparation activities as accomplished by the Department.

The Department supports the participation of brokers in the selling process in order to maintain the cooperative working relationship which has been developed in recent years with the private sector brokers and with the Winnipeg Real Estate Board. There are continuing enquiries from private brokers as to the availability of these building lots. For the information of the Committee, the City has adopted a practice of paying a commission in the sale of industrial/commercial/investment properties.

THE PROPOSED MARKETING STRATEGY AND SALES PROCESS

By this report the Real Estate Division is recommending that the authority to accept Offers to Purchase that are received in accordance with the City's form and terms and conditions of sale, without variation, and where the offered price is not less than the proposed reserve price, be delegated to the Chief Administrative Officer. The Department anticipates that the CAO will then further delegate this authority to the Director of the Planning, Property and Development Department. In so doing, the processing of the sales will be expedited and will facilitate an early

close of sales and transfer of land in a timely manner thereby facilitating construction as early as this Spring season.

The Real Estate Division proposes that Lots 1 through to Lot 6 and Lot 8 (excluding Lot 7 at this time), be offered for sale by way of a Public Invitation for Offers.

The proposed marketing to the general public will be comprehensive of and include an informational package for each of the respective lots to be offered, complete with an Offer to Purchase document that sets out the City's terms and conditions, the sample easement documents, architectural guidelines as well as the reserve price applicable to each lot. Therefore there will be seven separate property packages, one for each lot to be marketed. The details of each lot and the respective proposed reserve price are set out in the following section of this report titled "Financial Administration and Proposed Pricing".

Information on the Public Invitation for Offers will be sent to the Winnipeg Real Estate Board's, Residential Division and all residential brokers to facilitate access and participation of those realtors. Since there have been several expressions of interest received and recorded in the departmental file, each of these parties will also be forwarded information on the lots for sale and advised of the intended Public Invitation for Offers so that they may also participate. As well, the general public will be made aware of the lots for sale by way of on-site signage, advertisement in the media and on the Department's Internet web-page site.

The proposed sequence of events and timeline for the marketing process over a period of approximately 4 weeks, will be as follows:

- property packages to be distributed to the Winnipeg Real Estate Board, residential brokers and interested parties recorded on file, immediately followed by media and web-site advertisement (projected advertising date - March 8, 2003);

- the "Invitation for Offers" will close on the date as specified in the property package at noon (projected date - March 31, 2003);

- the Real Estate Division will evaluate the resulting offers received in response to the Invitation and will make its recommendation to the Director of the Planning, Property and Development Department, or his designate, as to which offers are recommended for acceptance. The Department assumes that the CAO will further delegate the authority to the Director of the Department to accept these Offers to Purchase;

- the Director, or his designate, will approve the sales pursuant to the delegated authority being recommended herein. (projected date – April 1 to18, 2003).

- the successful Offers will be processed accordingly to their final completion of the sale. All un-successful offerors will be notified accordingly and their respective deposits returned to them.

FINANCIAL ADMINISTRATION AND PROPOSED PRICING

The Department is recommending that the prices to be established for each of these lots be approved as follows:

Lot	Square Foot Area	Assessed Value (1995 Base Year)	Reserve Price	Misc. Plan
1	29,571.07	$41,600	$58,300	9345/20
2	29,571.07	$41,600	$58,300	9345/21
3	29,571.07	$41,600	$58,300	9345/22
4	29,571.07	$41,600	$57,800	9345/23
5	35,039.5	$44,400	$68,900	9345/24
6	32,416.3	$44,400	$63,600	9345/25
7* Hold	32,992.3	$46,800	$64,700	9345/26
8	33,586.1	$48,300	$71,000	9345/27
Total Gross Sale Proceeds			$500,900	

* Lot 7 will be withheld from the public offering until such time as the issue of the ingress/egress easement affecting Lot 7 is fully resolved.

The Department has established these recommended prices based on its internal appraisal of these properties. For the further information of the Committee, the Department, pursuant to a discussion respecting another project, had occasion to discuss these lots and their pricing with Ladco. Ladco's feedback was that it thought that these proposed prices were reasonable on the basis of individual lot sales. The Department believes that these lots are somewhat unique within this City and as a result the Department believes that these lots will be subject to significant market interest.

The total of the proposed "reserve" prices, will produce gross sale proceeds in the amount of $500,900.00. To this date, the Department has already expended approximately $220,000.00 in the subdivision process and in the servicing of this subdivision. In addition to the costs already expended, the Department will incur costs related to the marketing of these lots including the payment of commissions. Furthermore, 10% of the gross sale proceeds will be distributed to the Enhanced Land Marketing Program and to the Gail Hammerquist Fund (City of Winnipeg Heritage Grants) as previously directed by Council. The anticipated net sales proceeds available for distribution to the pedestrian bridge project will be approximately $207,000.00.

The gross sale proceeds will be received by the Department and deposited in the Department's Land Operating Reserve Account. Subsequently, the net sale proceeds will be distributed to an appropriate account to be created to finance the construction of the pedestrian bridge.

Financial Impact Statement

Date: January 31, 2003

Project Name:

Proposed Marketing and Sale of Surplus Property - 8 Lots in the Rue du Monastere Subdivision

First Year of Program 2003

	2003	2004	2005	2006	2007
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	$ 298,821	$ -	$ -	$ -	$ -
Less: Incremental Revenue/Recovery	505,790	9,784	9,784	9,784	9,784
Net Cost/(Benefit)	$ (206,969)	$ (9,784)	$ (9,784)	$ (9,784)	$ (9,784)
Less: Existing Budget Amounts	(206,969)	(9,784)	(9,784)	(9,784)	(9,784)
Net Budget Adjustment Required	$ -	$ -	$ -	$ -	$ -

Additional Comments:

The revenue for 2003 assumes that all 8 Lots would be sold in 2003 at the recommended sale prices and includes the estimated municipal realty taxes for half of the year. The estimated revenue for 2004 to 2007 reflect the municipal realy taxes estimated on the basis of the 1995 assessment base year. The cost estimate includes the approximate amount of $220,000.00 incurred to date plus: commissions estimated on the full gross sales prices; advertising; a total of 10% of the gross sale proceeds to be distributed to the Enhanced Land Marketing Program and to the Gail Hammerquist Fund (City of Winnipeg Heritage Grants). A net amount of approximately $207,000.00 will be available for distribution to the pedestrian bridge project.

Gord Courage, Manager
Support Services Division

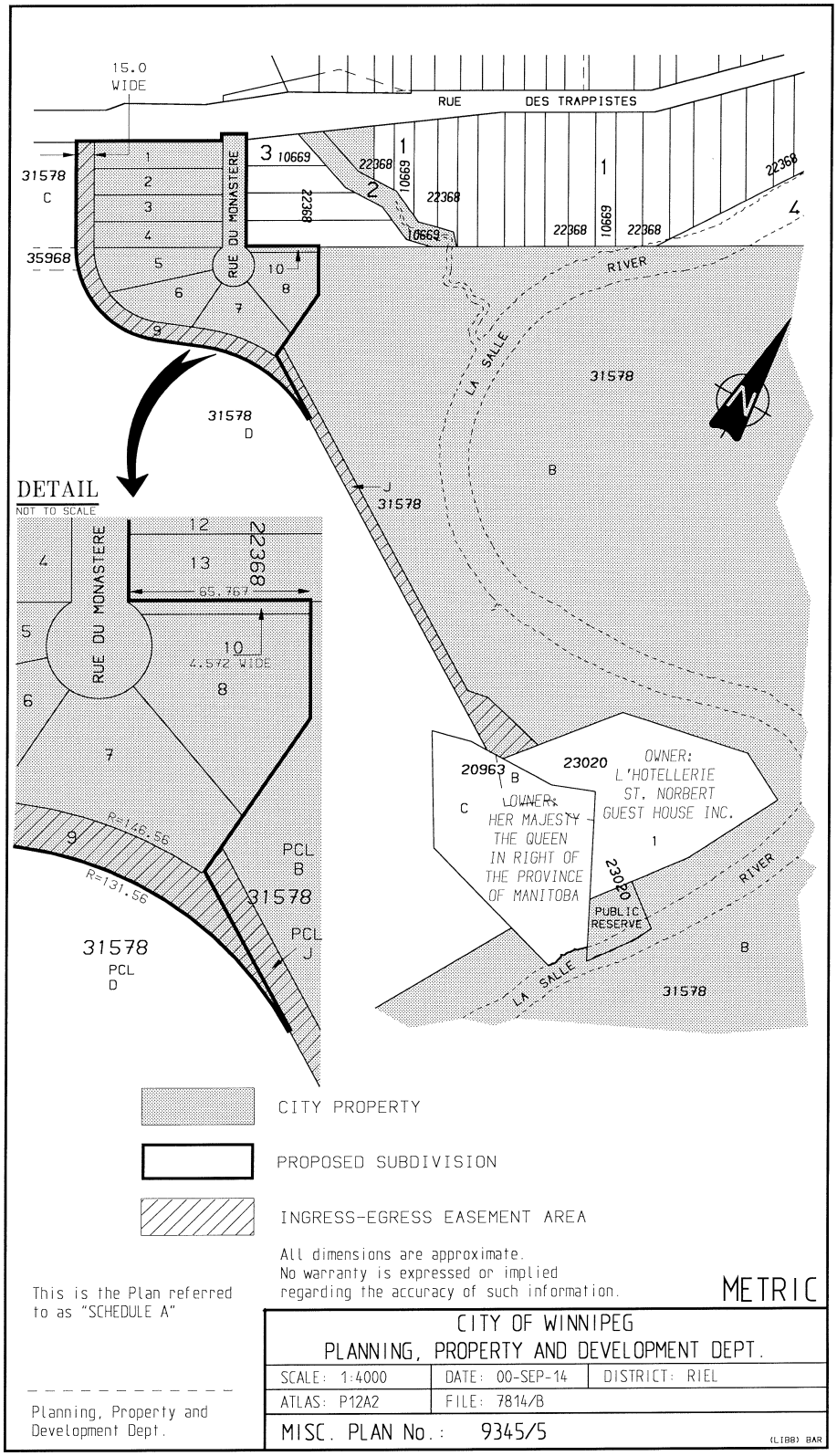
IN PREPARING THIS REPORT, THERE WAS CONSULTATION WITH AND CONCURRENCE BY:

Legal Services Division relative to proposed terms and conditions of sale.

THIS REPORT SUBMITTED BY:

Planning, Property and Development Department
Division: Real Estate
Prepared by: S. Polet/P. Henry
PPD File #: 7814 B – V 2

Document name: o:\reports directive\Real Estate\Sales\(sp)Rue du Monastere.doc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WIDE
RUE DES TRAPPISTES
RUE DU MONASTERE
31578
C
35968
22368
10669
RIVER
LA SALLE
31578
B
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D
J
31578
DETAIL
NOT TO SCALE
RUE DU MONASTERE
12
13
22368
65.767
10
4.572 WIDE
8
4
5
6
7
9
R=146.56
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PCL
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31578
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20963
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OWNER:
L'HOTELLERIE
ST. NORBERT
GUEST HOUSE INC.
OWNER:
HER MAJESTY
THE QUEEN
IN RIGHT OF
THE PROVINCE
OF MANITOBA
PUBLIC
RESERVE
CITY PROPERTY
PROPOSED SUBDIVISION
INGRESS-EGRESS EASEMENT AREA
All dimensions are approximate.
No warranty is expressed or implied
regarding the accuracy of such information.
METRIC
This is the Plan referred
to as "SCHEDULE A"
Planning, Property and
Development Dept.
CITY OF WINNIPEG
PLANNING, PROPERTY AND DEVELOPMENT DEPT.
SCALE: 1:4000
DATE: 00-SEP-14
DISTRICT: RIEL
ATLAS: P12A2
FILE: 7814/B
MISC. PLAN No.: 9345/5
(LIBB) BAR

INSTRUCTIONS TO INTENDING PURCHASERS – RESIDENTIAL PROPERTIES

1. The intending purchaser may submit offers on more than one lot but should be aware that if he/she is the high bidder on those lots then he/she is committed to purchasing those lots rather than choosing the preferred lot.

2. A certified cheque representing fifteen percent (15%) of the total purchase price offered must accompany each Offer to Purchase by way of deposit. The cheque must made payable to "The City of Winnipeg". Any cheque accompanying an Offer which is not accepted will be returned to the intending purchaser.

   NOTE: The City will not consider any offer below the reserve bid.

3. All applications must be made on forms provided by the City. No variations or conditions may be made to these forms. Any Offer to Purchase not complying with this condition will be rejected.

4. All Offers to Purchase must sealed in an envelope and marked "Sealed Offer – Rue du Monastere" and the outside of the envelope must also bear the intending purchaser 's name and address and must be received by the Real Estate Division, 2nd Floor, 65 Garry Street, Winnipeg, not later than 12:00 noon Monday, March 31, 2003.

5. Every intending purchaser is requested to read carefully the Offer to Purchase form before submitting it and to fill in all particulars as required.

6. All forms must be completed with NAME, ADDRESS, OCCUPATION AND TELEPHONE NUMBER of intending purchaser.

7. In the event of the intending purchaser being a Company, the forms must be signed by the signing officers of the Company, together with the Company's seal, if applicable.

8. All offers will be subject to the following reserve bids:

Lot 1	$58,300.00	(29,601 sq. ft.)
Lot 2	$58,300.00	(29,601 sq. ft.)
Lot 3	$58,300.00	(29,601 sq. ft.)
Lot 4	$57,800.00	(29,449 sq. ft.)
Lot 5	$68,900.00	(35,019 sq. ft.)
Lot 6	$63,600.00	(32,400 sq. ft.)
Lot 8	$71,000.00	(33,568 sq. ft.)

Revised 1/20/03

9. Two copies of the Offer to Purchase have been provided. Please complete and sign both copies. Return one copy as indicated in Clause 4 and retain one for personal records.

10. Make sure that all the pages have been completed or filled in appropriately.

11. The Offer to Purchase is irrevocable.

12. The highest or any offer not necessarily accepted.

13. Commission of 3% on the gross selling price will be paid to any registered Real Estate Agent or Firm that submits an Offer to Purchase, which Offer is then accepted and ultimately closes.

14. Any lots not sold at this time will be listed on the City's web site –

www.city.winnipeg.mb.ca/ppd.

15. For any information you may require concerning the terms and conditions of the Offer to Purchase form, please contact:

Ms. Pat Henry – 986-5369
Or
Mrs. Joedi Pruden – 986-7533

Revised 1/20/03

RESIDENTIAL OFFER TO PURCHASE
LOT 1 RUE DU MONASTERE

The City of Winnipeg (hereinafter called "the Vendor") is the registered owner of the land(s), identified as **SUBJECT CITY PROPERTY** on Miscellaneous Plan No. 9345/20, hereto attached, and legally described as follows:

Lot 1, Plan 40678 WLTO, in RL 80 to 82 Parish of St. Norbert

under Certificate(s) of Title No.: 1879686 WLTO

The above Certificate of Title was searched on , 2003

Title for the above noted property will issue subject to those easements identified in Clause 16 of this schedule.

PLEASE NOTE THAT NO CURRENT LEGAL SURVEY WAS MADE OF THE PROPERTY TO DETERMINE THE NATURE AND EXTENT OF ANY STRUCTURES THEREON OR TO DETERMINE IF THERE ARE ANY ENCROACHMENTS FROM ADJOINING LANDS.

APPROVED AS TO THE FOREGOING

Signed and Sealed this _____ day of_____, 2003

_____
R.W. Sherby, M.L.S.
Planning, Property and Development Department

The Undersigned (hereinafter called "the Purchaser") hereby offers to purchase from The City of Winnipeg (the "City") the following: -

Lot 1, Plan 40678

(hereinafter called the "lands")

for the sum of $_____ cash, and upon the following terms and conditions:

1. (1) Attached to this Offer is the Purchaser's certified cheque payable to "The City of Winnipeg" in the amount of $_____ , 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 that

Council approval is required) and/or its delegated authority, herein after called the "Date of Approval". The Purchaser agrees to pay the balance of the purchase price, interest and adjustments within a period of thirty (30) days from date of the approval of the sale by the City's Standing Policy Committee on Property and Development and/or City Council (in the event that Council approval is required) and/or its delegated authority (the Date of Approval).

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

2. (1) The date of adjustments shall be the Date of Approval.

(2) The date of closing shall be sixty-one (61) days following the date of adjustments or earlier if mutually agreed.

(3) 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 adjustments shall be calculated from the date of adjustments to and including the last day of the current taxation year.

(4) 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. (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 within ten (10) days from date of notice of the approval of the sale by the City.

(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, which includes, without limiting the generality of the foregoing, obtaining their own surveyor's Building Location Certificates, Surveyor's Staking Certificates and Zoning Memoranda and in connection therewith acknowledges and is aware that the City does not provide Declarations of Possession.

5. In submitting this offer, the Purchaser relies entirely upon personal inspection or knowledge of the land independent of any representation made by or on behalf of The City of Winnipeg. Any error or discrepancy in the description or in the dimensions of the

lands as contained herein shall not entitle the Purchaser to any compensation in respect thereof nor would it entitle the Purchaser to the cancellation of the Offer to Purchase.

6. It is agreed that no representation, warranty, collateral agreement or condition affecting this offer or the property is expressed herein. The City does not warrant the quality, condition or sufficiency of the Sale Land for any use or purpose. The lands are deemed to be taken by the Purchaser at its own risk and with all faults and imperfections whatsoever and the Purchaser must satisfy himself that the lands are suitable for his intended use. The Purchaser agrees with the City that the application of the maxim "Caveat Emptor" ("Buyer Beware") shall apply to the offer in the strictest meaning.

7. All improvements in or on the said lands shall remain as part of the freehold.

8. The Vendor advises that a seventy-five (75) foot front-yard setback has been established for Lot 1.

9. The purchase price of the lands includes watermain, land drainage and wastewater sewers, asphalt street pavement and ornamental street lighting.
(1) Sewer and water-lot line connections from the services in the street to the lot line are installed and prepaid. The Purchaser to satisfy themselves as to other service connections.
(2) All existing and installed local improvements will be prepaid by the Vendor.
(3) The Purchaser agrees to sod the boulevards abutting the lands as soon as practicable and maintain same and shall pay the cost thereof and shall also, in the event of settlement of the said boulevard, at any time within 12 months following the date of completion of the aforesaid sodding, repair such settlement and restore the boulevard to its proper grade.
(4) As soon as practicable after the completion of the lot grading of the lands, and no later than 12 months after occupancy, the Purchaser is to install, at his/her expense, a Basswood tree in the boulevard. Said tree is to be of a minimum 2 inch calliper width.

10. (1) The removal of any existing debris and/or trees/shrubs and any costs connected therewith will be the responsibility of the Purchaser.
(2) The Purchaser acknowledges that extra fill may be required for the lot and will be the responsibility and cost of the Purchaser.
(3) The Purchaser is hereby advised that soil conditions in Winnipeg are of the glacial till variety which is composed of Lacustrine Clays with Silt Intrusions. The Purchaser shall be responsible for any increased costs of development due to this random stratification.

11. (1) The Purchaser acknowledges and is aware that lot grading must meet the requirements of Manitoba Regulation 266/91. The Purchaser is advised to consult with the Survey Services Branch of the Water and Waste Department at 986-7629 to confirm the lot grading requirements for the Purchaser's intended development.

(2) The Purchaser acknowledges and is aware that there may be oak trees that are 100 years old on the property and is encouraged, at the request of the City Naturalist and the ward Councillor, to preserve as many of the oak trees on the site as possible. The Purchaser is invited to contact the City Naturalist at 986-2036 for information about the trees and how to protect them and assure their longevity.

12. The Purchaser acknowledges and is aware that the adjoining Lot 9, Plan 40678 and Parcel J, Plan 31578 are a private access road as appurtenant to the Trappiste Monastery Park and the St. Norbert Arts and Cultural Centre and that neither may be used as a secondary access to or from Lots 1 through 7.

13. The Purchaser acknowledges and is aware that no further subdivision of the lands will be allowed without a subdivision application which culminates in a public hearing.

14. The Purchaser will accept Title to the lands subject to all exceptions, reservations and encumbrances expressed or implied in the City's Title.

15. The Purchaser agrees that in the event the Purchaser, at its sole cost, conducts or causes to be conducted an Environmental Site Assessment of the lands and it is determined as a result thereof that contamination levels exceed Provincial Environmental Standards for the intended use of the lands, and documentation to that effect is produced prior to closing, the City, at its sole option, shall be entitled to:
(1) take remedial action to bring the contamination levels within the Provincial Environmental Standards, **or,**
(2) cancel the sale and return all monies paid in respect of the proposed sale by the Purchaser to that date.
AND FURTHER, in the event the Purchaser fails to provide such documentation as aforesaid, the Purchaser hereby agrees to complete the purchase as herein contemplated and to indemnify and save harmless the City from and against any and all claims arising from or in any way attributable to the existence of contaminants of any kind whatsoever at, in, or upon the said lands.

16. 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,

Manitoba Telephone System, Centra Gas Manitoba Inc. or The City of Winnipeg, for the construction and/or maintenance of 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, and
without limiting the generality of the foregoing, the sale of the lands shall be subject to the following easements, namely:

(1) in favour of Manitoba Hydro, the Manitoba Telephone System and Shaw Cable for the construction and maintenance of its services in both the easterly 3.1m of the lands and the northerly 5.03m of the lands, and

(2) in favour of the City for the construction and maintenance of a 1.5m wide land drainage swale, as shown shaded on the aforesaid Misc. Plan, and

i) Purchaser(s) shall maintain the existing swale at grades, at their expense and shall not alter nor permit the alteration of the elevations of the easement area protecting the land drainage swale without the permission of the City being first had and obtained.

ii) Purchaser(s) are aware that, in the event the Purchaser(s) do not maintain the swale area according to approved grades, the City will use the easement area to restore the swale and any cost associated with this work, including temporary removal of fences, will be charged against those Purchaser(s) who failed to maintain the swale as specified.

iii) Purchaser(s) shall not erect nor permit the erection of any building or other structure in, upon or over the easement area without the consent in writing thereto of the City.

iv) the Purchaser covenants and agrees that it will enter into easement agreements with the City similar in form to those set out in Schedules "C" and "D", attached hereto, and

v) the Purchaser acknowledges that the City may grant the easements before the transfer of Land issues.

Please note that the gas line easement is not in the lands but due to its proximity to the lands' rear lot line, the utility should be contacted prior to installing a fence or any landscaping that requires digging near the lot line.

17. No current legal survey was made of the property to determine the nature and extent of any structure thereon or to determine if there are any encroachments from adjoining lands.

18. The sale of the lands to the Purchaser shall be subject to the provision of the By-laws of the City of Winnipeg and all amendments thereto.

19. The Purchaser acknowledges and is aware that building design and construction will be in compliance with the Architectural Guidelines as outlined in Schedule "B", hereto attached.

20. 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.

21. 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.

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

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

24. 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.

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

_____

Name (Please Print) Address

Purchaser's Registration No. (G.S.T.)_____

IN WITNESS WHEREOF the Purchaser has signed this document in

_____, _____, this _____ day of _____200_

_____ _____

Witness Purchaser

_____ _____

Witness Purchaser

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

Exhibit "B"

THE CITY OF WINNIPEG
PLANNING, PROPERTY AND DEVELOPMENT DEPARTMENT
REAL ESTATE DIVISION

ARCHITECTURAL GUIDELINES FOR RESIDENTIAL HOUSING

RUE DU MONASTERE

Within the following text, all reference to the City shall mean the Planning, Property and Development Department, Real Estate Division, of the City of Winnipeg, unless otherwise noted.

All housing plans must be submitted to the City for Architectural Guideline approval **prior** to submission to the Zoning and Permits Branch for the issuance of building permits.

These housing plans must conform to the following architectural guidelines applicable to this site in order to be pre-approved for building permits.

The Director of the Planning, Property and Development Department, or his designate, shall have the authority to pre-approve housing plans as to these guidelines. The Director, or his designate, shall also have the authority, in his sole discretion, to amend these guidelines to approve exceptions and/or revisions deemed appropriate to this area.

GENERAL GUIDELINES

1. Housing to be constructed in a manner sensitive to the site. Care is to be exercised to preserve as may mature trees as possible external to the housing footprint.

   Ms. Cheryl Heming (986-2036), City Naturalist, Community Services Division, 2000 Portage Avenue, has volunteered to provide her Department's resources to assist the home buyer/builder in the siting of the housing units within their specific sites.

2. Housing on the corner lot should have a low profile appearance. A two-storey house may be permitted, provided that its design is sensitive to the flanking street.

3. A bungalow that is constructed between 2 two-storey houses shall have as high a roofline as practical.

4. All houses shall have, at a minimum, an attached two-car garage.

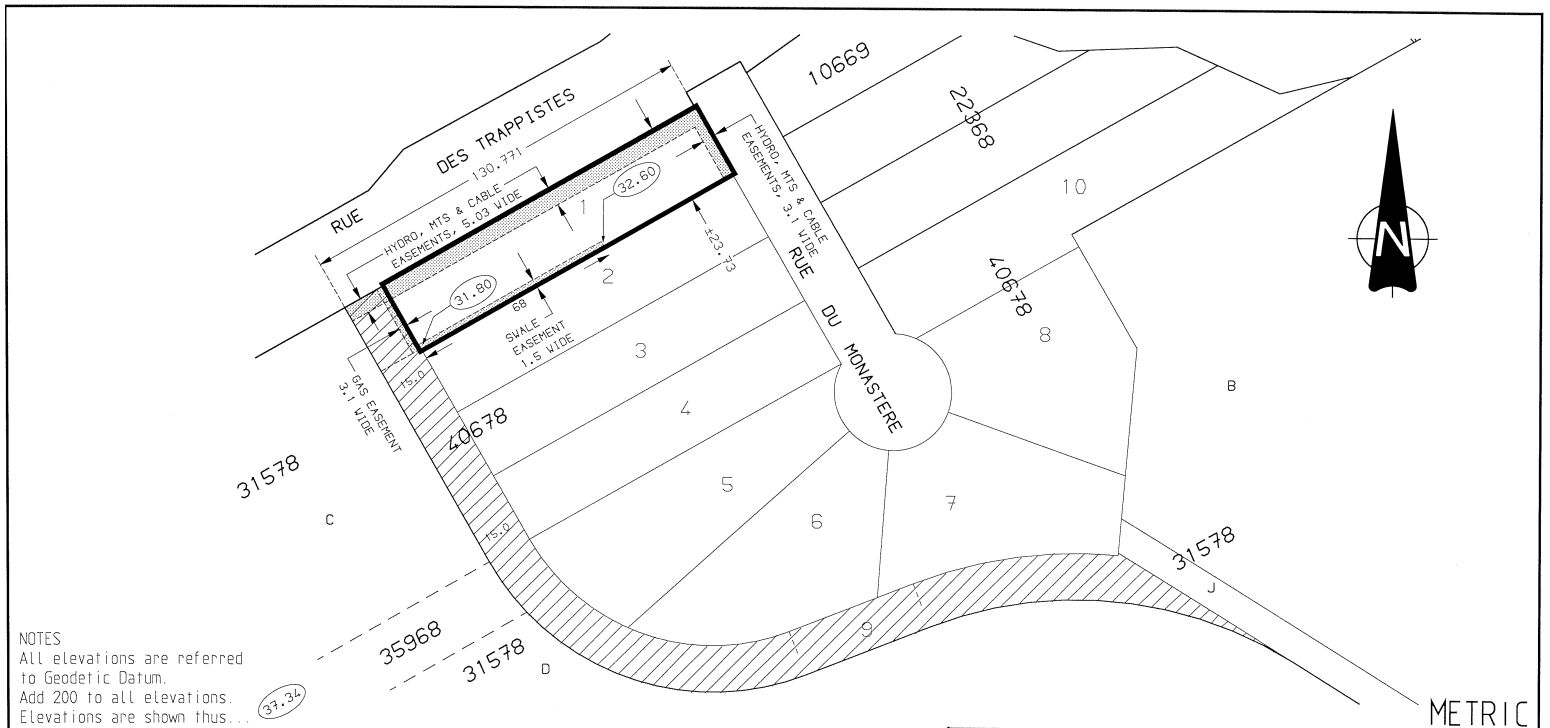
5. The public approach and private driveway shall be paved with asphalt, concrete or interlocking paving stones from the street pavement to the garage. The approach and driveway must be completed within 12 months of occupancy of the house.

6. Exterior building elevations shall consist of wood, brick, stucco or stone or a combination thereof, which may include some other materials for detailing purposes.

7. Minimum house sizes of gross square footage, excluding basement and garage areas, shall be:

Bungalows and Bi-levels	1800 square feet
Two-storeys and Split-levels	2200 square feet

8. The location of the house and attached garage shall comply with all City of Winnipeg Zoning By-laws and any special yard requirements imposed on these lands.



NOTES
All elevations are referred to Geodetic Datum.
Add 200 to all elevations.
Elevations are shown thus... (37.34)

SUBJECT CITY PROPERTY
23.73 x 115.77

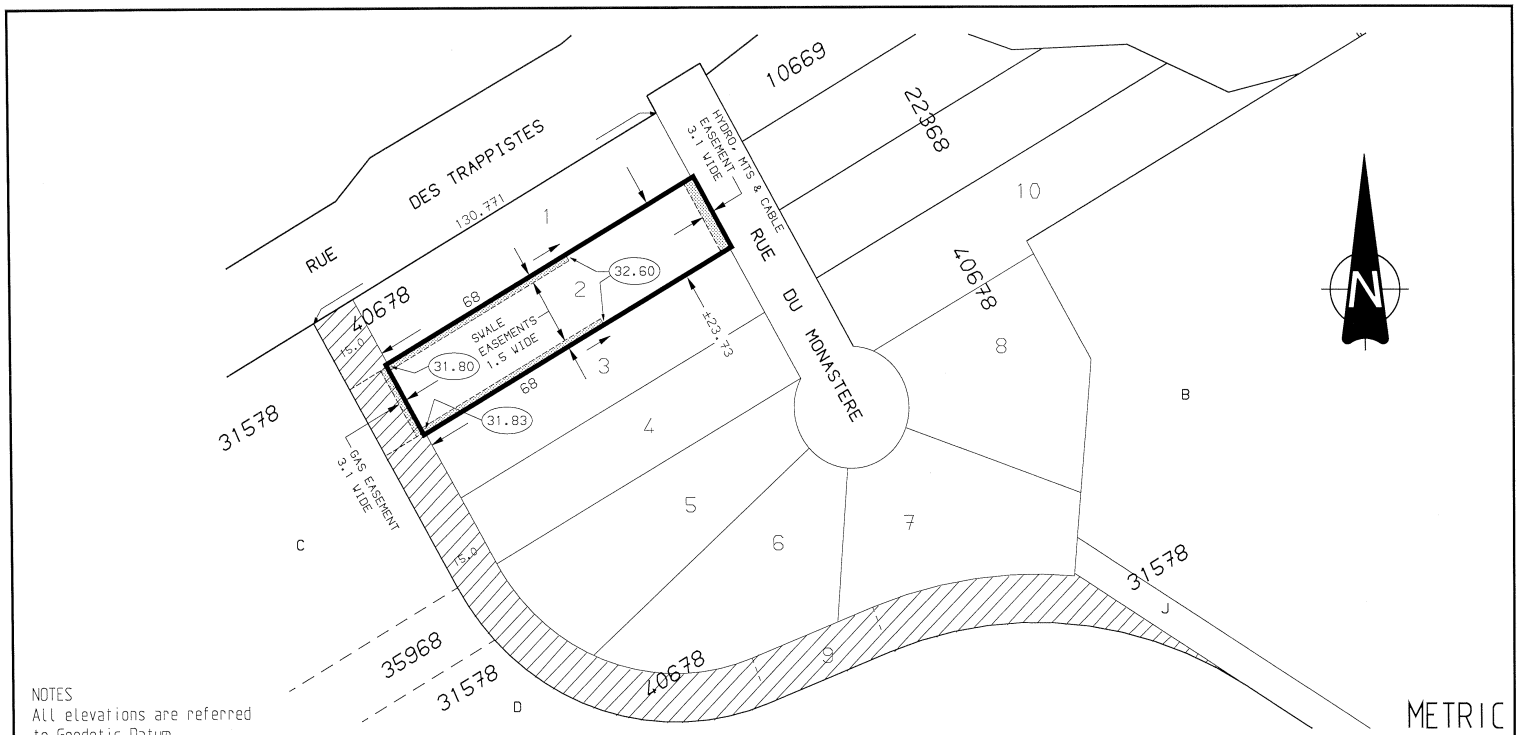
HYDRO, MTS, GAS, SWALE & CABLE EASEMENTS, IDENTIFIED AND SHOWN SHADED

EXISTING PRIVATE ACCESS TO TRAPPISTE MONASTER PARK AND ST. NORBERT ARTS & CULTURAL CENTRE

CITY OF WINNIPEG
PLANNING, PROPERTY AND DEVELOPMENT DEPT.

SCALE: 1:1500	DATE: 03-JAN-16	DISTRICT: RIEL
ATLAS: P12A1	FILE: 7814/B (V2)	
MISC. PLAN No.: 9345/20		

(BAR-LIB) SPE



NOTES
All elevations are referred to Geodetic Datum.
Add 200 to all elevations.
Elevations are shown thus... (37.34)

SUBJECT CITY PROPERTY
23.73 x 115.771

HYDRO, MTS, GAS, CABLE & SWALE EASEMENTS, IDENTIFIED AND SHOWN SHADED

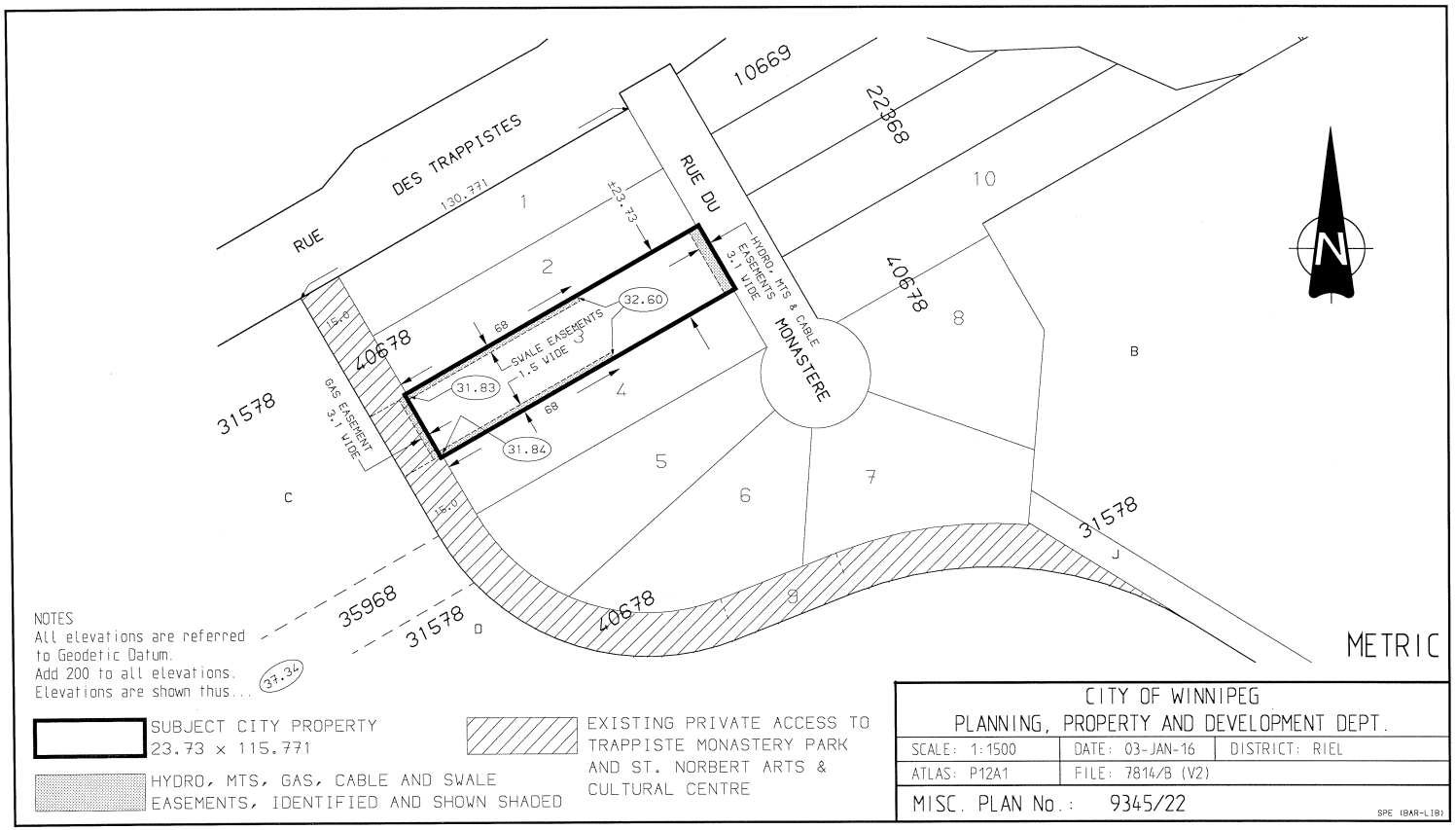
EXISTING PRIVATE ACCESS TO TRAPPISTE MONASTERY PARK AND ST. NORBERT ARTS & CULTURAL CENTRE

CITY OF WINNIPEG
PLANNING, PROPERTY AND DEVELOPMENT DEPT.

SCALE: 1:1500	DATE: 03-JAN-16	DISTRICT: RIEL
ATLAS: P12A1	FILE: 7814/B (V2)	

MISC. PLAN No.: 9345/21

SPE (BAR-LIB)

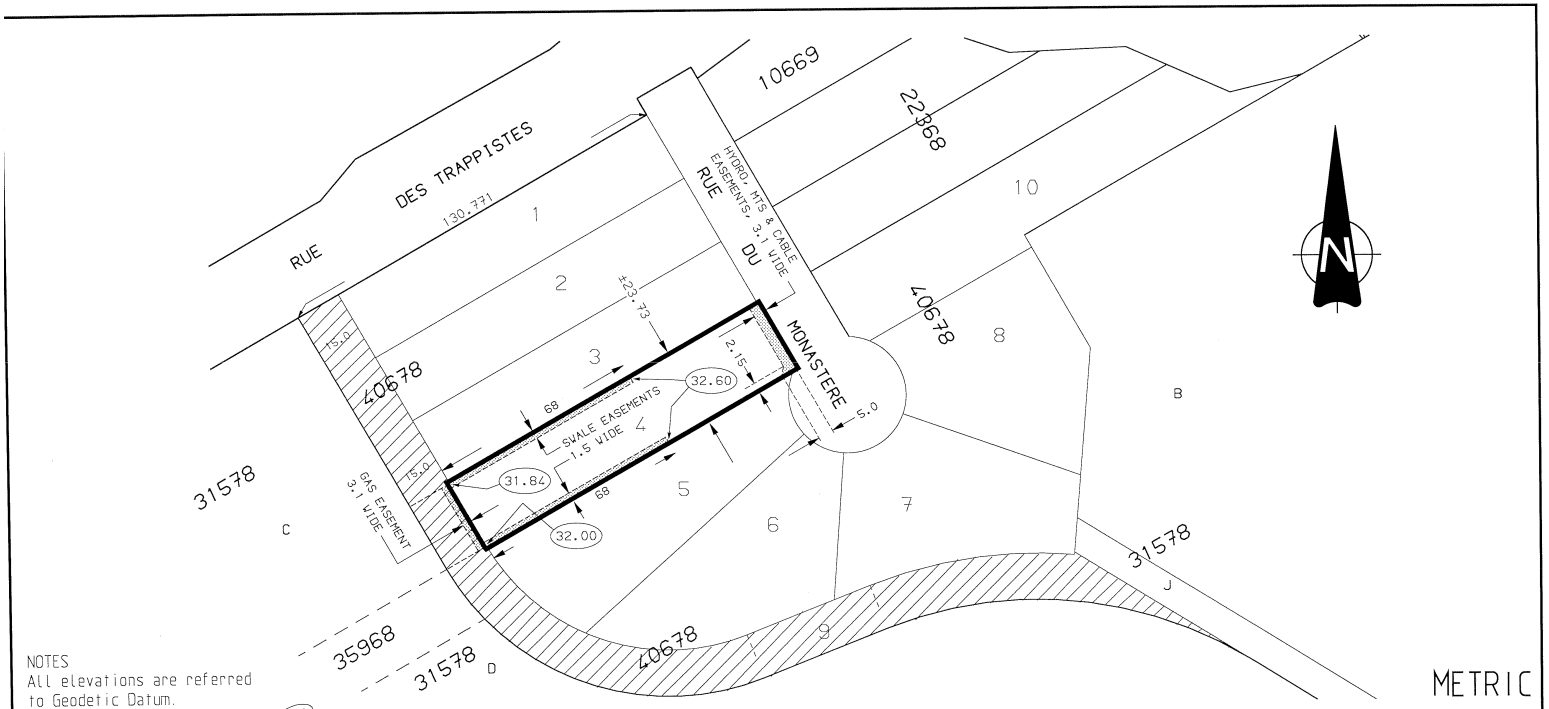


CITY OF WINNIPEG
PLANNING, PROPERTY AND DEVELOPMENT DEPT.

SCALE: 1:1500	DATE: 03-JAN-16	DISTRICT: RIEL
ATLAS: P12A1	FILE: 7814/B (V2)	

MISC. PLAN No.: 9345/22

SPE (BAR-LTB)

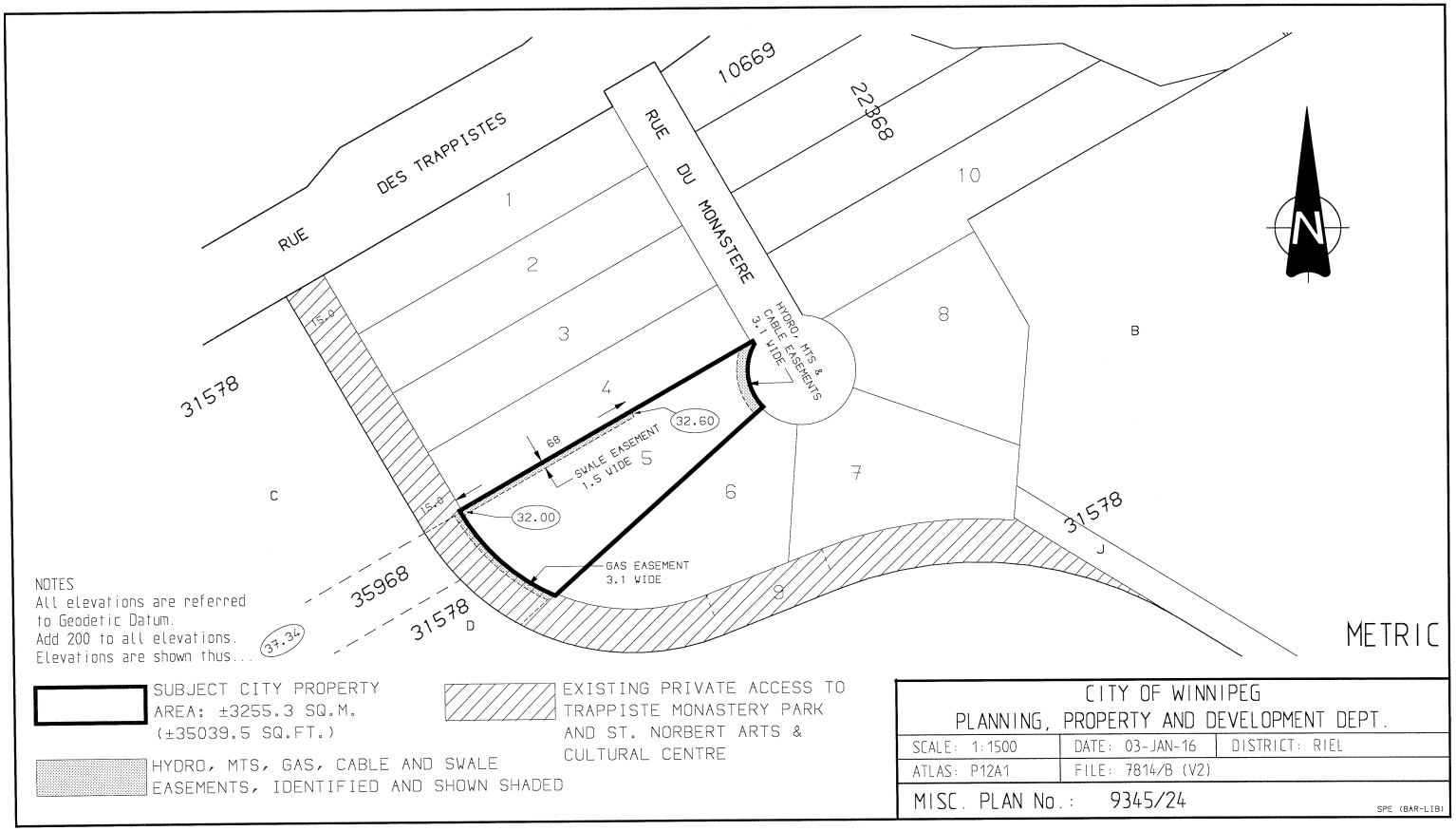


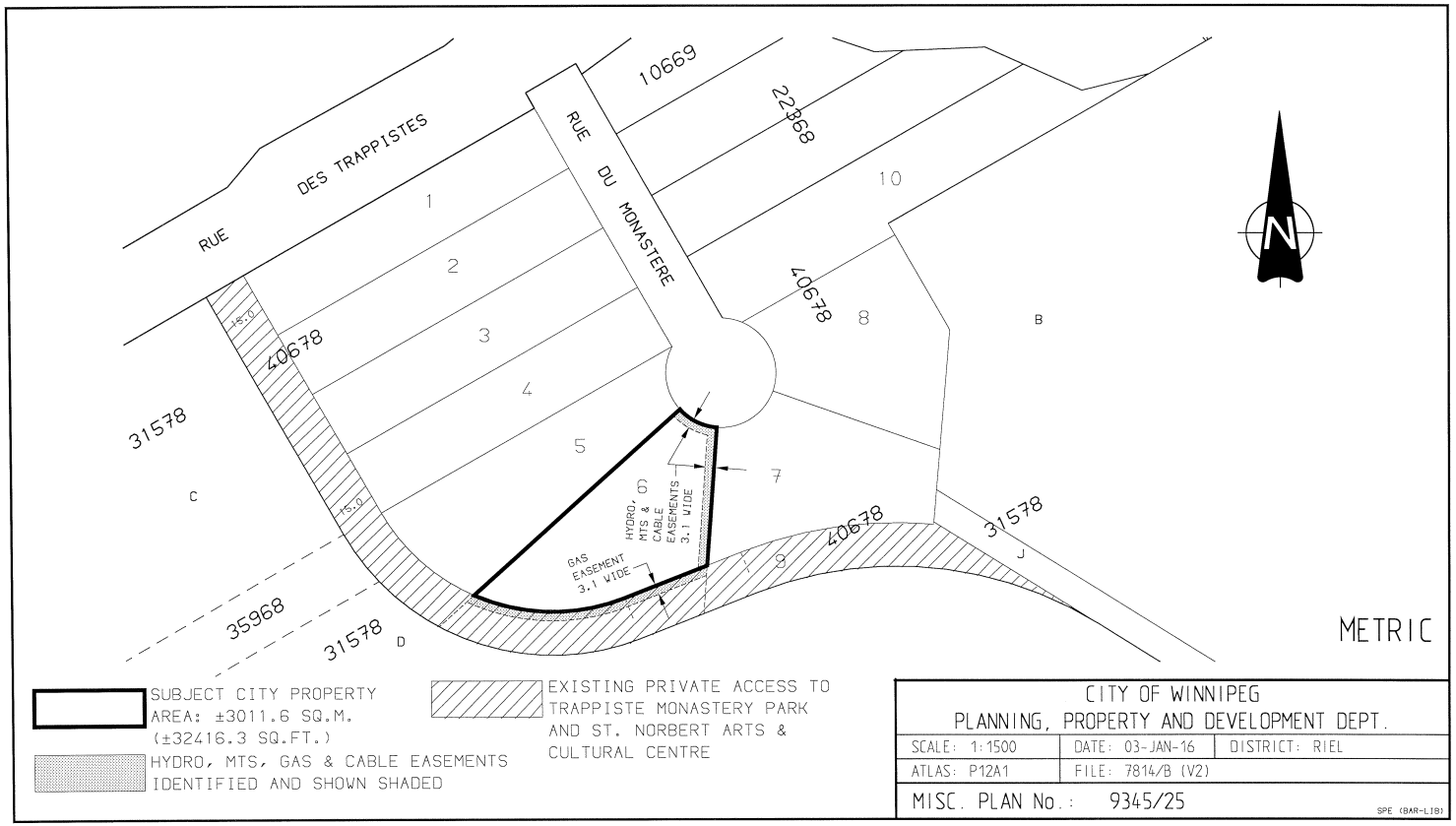
CITY OF WINNIPEG
PLANNING, PROPERTY AND DEVELOPMENT DEPT.

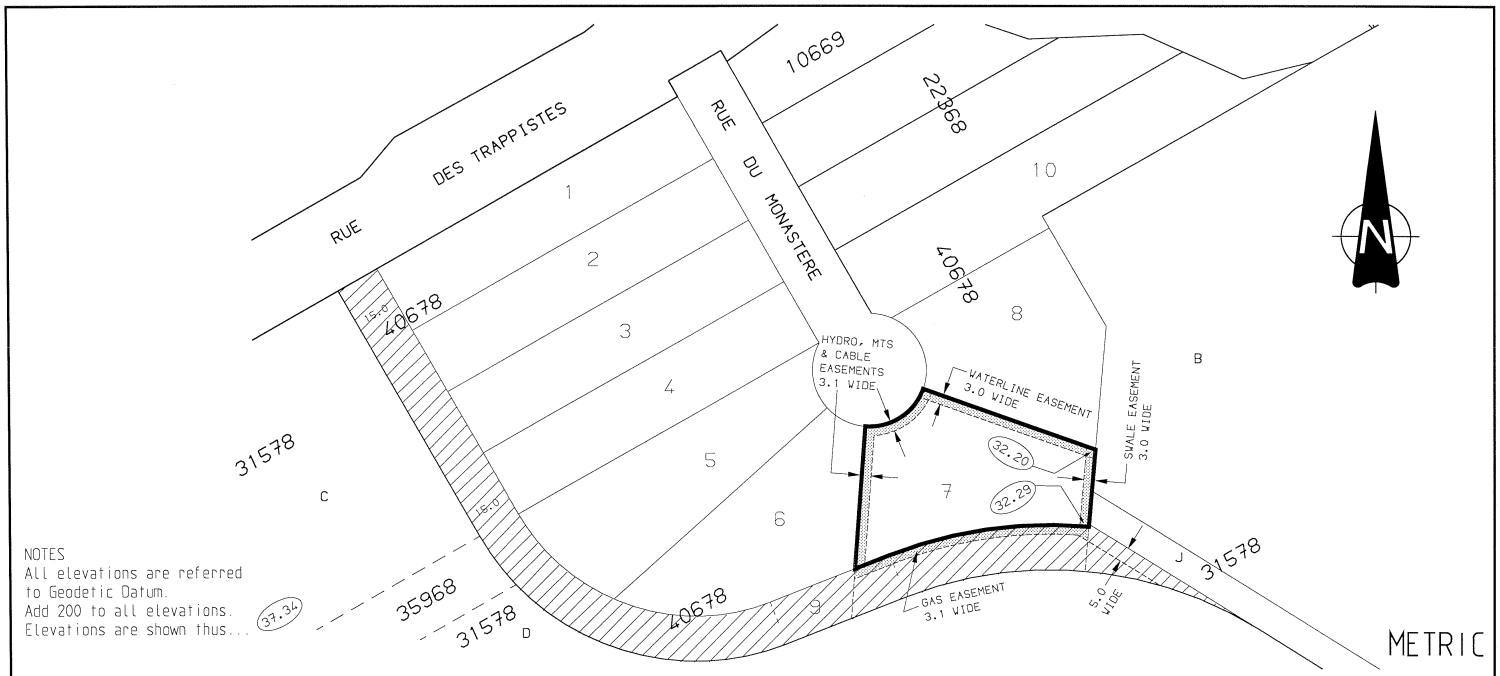
SCALE: 1:1500	DATE: 03-JAN-16	DISTRICT: RIEL
ATLAS: P12A1	FILE: 7814/B (V2)	

MISC. PLAN No.: 9345/23

SPE (BAR-L1B)


RUE DES TRAPPISTES
RUE DU MONASTERE
10669
22968
31578
35968
1
2
3
4
5
6
7
8
9
10
B
C
D
J
15.4
HYDRO, MTS. & CABLE EASEMENTS 3.1 WIDE
SWALE EASEMENT 1.5 WIDE
68
32.60
32.00
37.34
GAS EASEMENT 3.1 WIDE
N
METRIC
NOTES
All elevations are referred to Geodetic Datum.
Add 200 to all elevations.
Elevations are shown thus...
SUBJECT CITY PROPERTY
AREA: ±3255.3 SQ.M.
(±35039.5 SQ.FT.)
HYDRO, MTS, GAS, CABLE AND SWALE EASEMENTS, IDENTIFIED AND SHOWN SHADED
EXISTING PRIVATE ACCESS TO TRAPPISTE MONASTERY PARK AND ST. NORBERT ARTS & CULTURAL CENTRE
CITY OF WINNIPEG
PLANNING, PROPERTY AND DEVELOPMENT DEPT.
SCALE: 1:1500
DATE: 03-JAN-16
DISTRICT: RIEL
ATLAS: P12A1
FILE: 7814/B (V2)
MISC. PLAN No.: 9345/24
SPE (BAR-LIB)

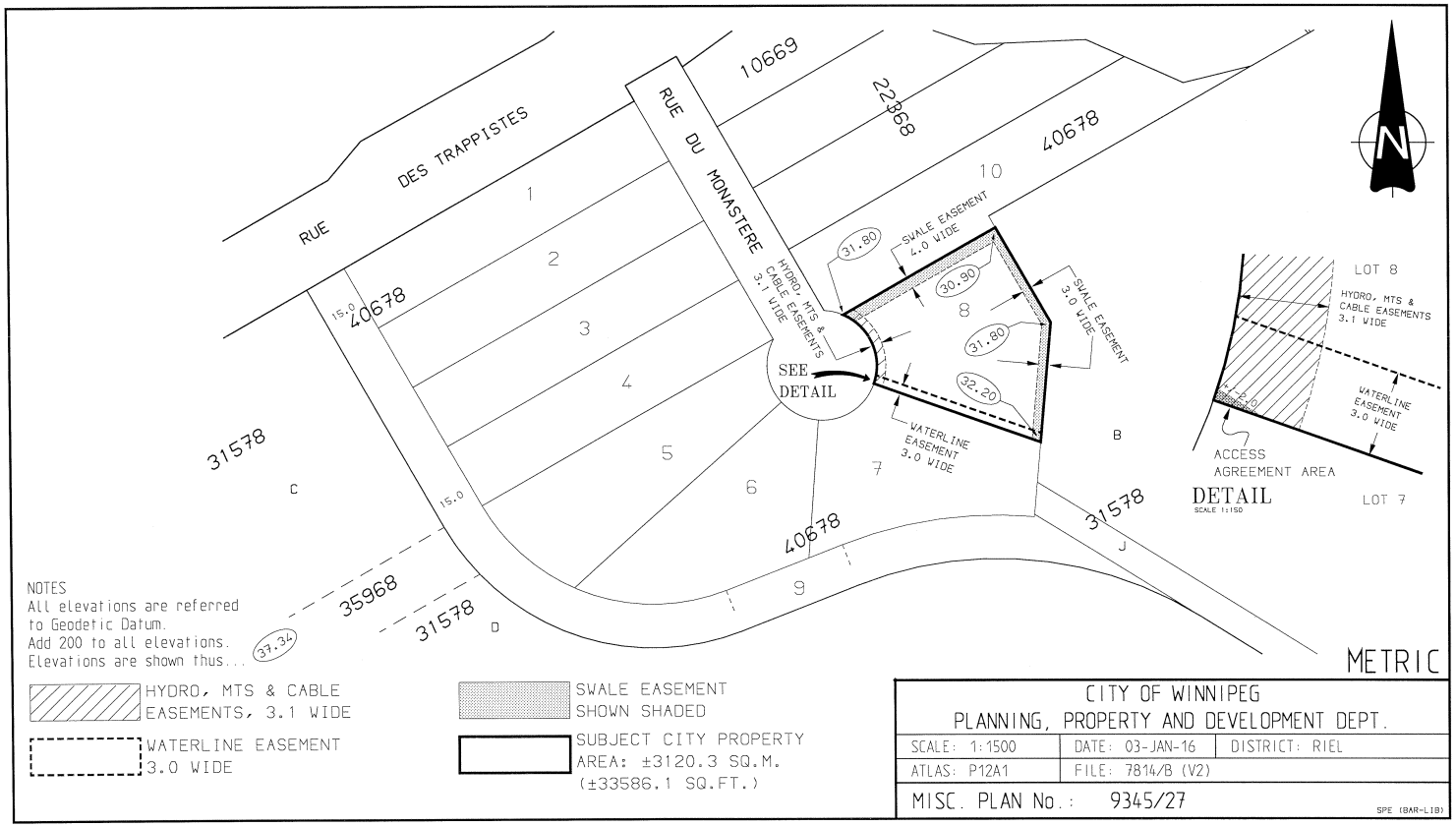

RUE DES TRAPPISTES
RUE DU MONASTERE
10669
22368
40678
31578
35968
15.0
1
2
3
4
5
7
8
9
10
B
C
D
J
HYDRO, MTS & CABLE EASEMENTS 3.1 WIDE
GAS EASEMENT 3.1 WIDE
N
METRIC
SUBJECT CITY PROPERTY
AREA: ±3011.6 SQ.M.
(±32416.3 SQ.FT.)
HYDRO, MTS, GAS & CABLE EASEMENTS
IDENTIFIED AND SHOWN SHADED
EXISTING PRIVATE ACCESS TO
TRAPPISTE MONASTERY PARK
AND ST. NORBERT ARTS &
CULTURAL CENTRE
CITY OF WINNIPEG
PLANNING, PROPERTY AND DEVELOPMENT DEPT.
SCALE: 1:1500
DATE: 03-JAN-16
DISTRICT: RIEL
ATLAS: P12A1
FILE: 7814/B (V2)
MISC. PLAN No.: 9345/25
SPE (BAR-LIB)



CITY OF WINNIPEG
PLANNING, PROPERTY AND DEVELOPMENT DEPT.

SCALE: 1:1500	DATE: 03-JAN-16	DISTRICT: RIEL
ATLAS: P12A1	FILE: 7814/B (V2)	
MISC. PLAN No.: 9345/26		

SPE (BAR-LIB)


RUE DES TRAPPISTES
RUE DU MONASTERE
HYDRO, MTS & CABLE EASEMENTS 3.1 WIDE
10669
22868
40678
31578
35968
1
2
3
4
5
6
7
8
9
10
SEE DETAIL
SWALE EASEMENT 4.0 WIDE
SWALE EASEMENT 3.0 WIDE
WATERLINE EASEMENT 3.0 WIDE
31.80
30.90
31.80
32.20
37.34
15.0
B
C
D
J
N
LOT 8
LOT 7
ACCESS AGREEMENT AREA
DETAIL
SCALE 1:150
NOTES
All elevations are referred to Geodetic Datum.
Add 200 to all elevations.
Elevations are shown thus...
HYDRO, MTS & CABLE EASEMENTS, 3.1 WIDE
WATERLINE EASEMENT 3.0 WIDE
SWALE EASEMENT SHOWN SHADED
SUBJECT CITY PROPERTY
AREA: ±3120.3 SQ.M.
(±33586.1 SQ.FT.)
METRIC
CITY OF WINNIPEG
PLANNING, PROPERTY AND DEVELOPMENT DEPT.
SCALE: 1:1500
DATE: 03-JAN-16
DISTRICT: RIEL
ATLAS: P12A1
FILE: 7814/B (V2)
MISC. PLAN No.: 9345/27
SPE (BAR-LIB)