Minute No. 447
Report - Standing Policy Committee on Downtown Development - June 10, 2010

Item No. 2 **Lease - Bijou Theatre Site - Red River College**
(Point Douglas Ward)
eFile FI-2.2(34)

COUNCIL DECISION:

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

1. That a ninety-nine (99) year Lease Agreement in favour of Red River College, for use of the Bijou Theatre park land as shown on Miscellaneous Plan No. 6358/7, be approved in accordance with the terms and conditions as set out in the Schedules A, B, C and D contained in the Winnipeg Public Service report dated May 21, 2010.

2. 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 Downtown Development - June 10, 2010

DECISION MAKING HISTORY:

Moved by Councillor Swandel,

That the recommendation of the Standing Policy Committee on Downtown Development be adopted by consent.

Carried

EXECUTIVE POLICY COMMITTEE RECOMMENDATION:

On June 16, 2010, the Executive Policy Committee concurred in the recommendation of the Standing Policy Committee on Downtown Development and submitted the matter to Council.

STANDING COMMITTEE RECOMMENDATION:

On June 10, 2010, the Standing Policy Committee on Downtown Development concurred in the recommendation of the Winnipeg Public Service and submitted the matter to the Executive Policy Committee and Council.

ADMINISTRATIVE REPORT

Title: Red River College 99 Year Lease of Bijou Theatre Site

Issue: To enter into a 99 year lease with Red River College for the use of the Bijou Theatre site, including a 1-storey addition to the privately held property formerly known as the Union Bank Tower encroaching over the city-owned lands.

Critical Path: Standing Policy Committee on Downtown Development, Executive Policy Committee, Council

AUTHORIZATION

Author	Department Head	CFO	CAO
B. Thorgrimson	D. Joshi	M. Ruta	P. Sheegl Deputy CAO

RECOMMENDATIONS

1. That a proposed ninety-nine (99) year Lease Agreement in favour of Red River College, for use of the Bijou Theatre park land as shown on attached Miscellaneous Plan No. 6358/7, be approved in accordance with the proposed terms and conditions as set out in the attached Schedules A, B, C and D.

2. 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

The lease of park land over five years in length requires approval by at least a two-thirds majority of Council.

IMPLICATIONS OF THE RECOMMENDATIONS

- The Department has determined that there is no policy, regulatory, environmental or human resource implications to the lease of these lands as set out in the attached Schedules.

- Red River College, (hereinafter referred to as RRC), has purchased the properties located at 504 Main Street (known as the Union Bank Tower), and 500 Main Street (commonly referred to as the "Annex"), to accommodate its Hospitality and Tourism Management Program, Culinary Arts Program, three street-level restaurants and a 100-bed student residence.
- On April 8th, 2010, the Historical Buildings Committee passed a motion that 504 and 500 Main Street be readdressed to 504 Main Street. As per Schedule A of the Historical Buildings Bylaw 1474/77 (as amended), a report will be submitted to the Standing Policy Committee on Property & Development by the Senior Planner, Historical Buildings Committee, for approval of an address change. If approved, then any reference in the report (and its attachments) to 500 Main Street shall be interpreted as referring to the newly amalgamated properties at 504 Main Street.
- Red River College has committed to the renovation and rehabilitation of the Union Bank Tower and Annex. Each building holds two levels of heritage designation - as National Historic Sites by the Government of Canada, as well as municipally designated sites by the City of Winnipeg (By-Law 1474/77). Under such, the entire exteriors of the buildings are protected and any proposed alterations must be approved via a Certificate of Suitability from the City of Winnipeg's Historical Buildings Committee. This Committee is charged with design review of the proposed changes, which ensures the heritage character of the building is maintained.
- The Annex is a single storey building to which RRC plans a 1-storey addition. However, a 1-storey addition would compromise the south wall of 500 Main Street as, in its current condition, it could not support the additional level. A report written by KGS Group for the City of Winnipeg in 1997, stated that the Annex south wall was in poor condition and that loads should not be added so as to prevent potential settlement. The report further stated that "any development in this area be based on replacement of the existing Annex with construction of new foundations and building". RRC revised their building renovation to retain the integrity of the south wall of 500 Main Street. This plan necessitates an encroachment over the Bijou site which would include nine (9) columns to support the south side of the 1-storey addition, as outlined on the attached drawing A1-3. As well, the building's geothermal system encroaches under a large portion of the Bijou site.
- The City's Historic Buildings Committee supports the installation of windows and entranceways along the south wall of the Annex and sees the transformation of the blank wall into a more active one as contributing to the visual enhancement to the building. The addition is in keeping with a main conservation tenet that requires a contemporary addition be clearly distinguishable from, but complementary to, the historic fabric of the building.
- The proposed support columns are the only objects using park space, RRC advises that sightlines from Main Street into the Bijou site and through to Old Market Square will remain relatively unobstructed.

- Provisions for the spatial separation and exit requirements of the Building Code and encroachments onto the Bijou Theatre park land are a requirement for the south side of the Annex onto and over the Bijou site. These requirements are set out in the attached Schedule C, which forms part of the proposed Lease Agreement. To comply with the spatial separation requirements of the Building Code, no building or structure (other than the above-mentioned encroachments) will be permitted to be constructed within the Spatial Separation Requirement Area (i.e. 11.2 meters south of RRC's south property line, which is part of the City's land at the Bijou site). As the Building Code requires access to a public thoroughfare from an exit, the City is granting RRC access from its proposed exit on the south side of the Annex over the Bijou site to the adjacent public thoroughfare at Main Street.
- Provisions for the spatial separation and exit requirements of the Building Code and encroachments onto the City's land at Old Market Square are a requirement for the west side of 504 Main Street and the Annex. These requirements are set out in the attached Schedule D, which forms part of the proposed Lease Agreement. To comply with the spatial separation requirements of the Building Code, no building or structure will be permitted to be constructed within the Spatial Separation Requirement Area (i.e. 7.8 meters west of RRC's west property line, which is part of the City's land at Old Market Square) other than the encroachment of the parapet from the west building face at 504 Main Street. As the Building Code requires access to a public thoroughfare from an exit, the City is granting RRC access from its proposed exit on the west side of 504 Main Street over the City's Old Market Square site to the adjacent public thoroughfare at King Street.
- The Bijou Theatre site forms part of the public space known as Old Market Square Park. Each year many public events, including the Winnipeg Fringe Festival, the Jazz Winnipeg Festival, and Soca Reggae Festival, are held in the Park. Scheduling of these events has traditionally been overseen by the Exchange District BIZ (hereinafter referred to as "the BIZ").
- RRC agrees that the entranceways and access to the Bijou site from Main Street and from the Old Market Square Park must be preserved for public access and events and that the Bijou site must continue to be considered public space and be readily available as such.
- The proposed Lease Agreement includes the attached Schedule B. Said Schedule B provides guidelines for the continued use of the Bijou site by the BIZ and the public and sets out reciprocal provisos on the part of RRC and the BIZ.
- There are several trees on the Bijou site that are an integral part of the site's aesthetics. RRC has committed to the retention of the trees subject to the requirements and specifications of the Public Service.
- In consideration of a ninety-nine (99) year lease, RRC will redevelop the Bijou site subject to the direction and approval of the Director of the Planning, Property and Development Department.
- The Winnipeg Foundation is providing funding of $200,000 to RRC for the development of the Bijou site as public space.

HISTORY

The Bijou site, forming part of the Old Market Square Park, was historically used as a farmer's market and flea market. The site was redeveloped in the 1980s to provide services for numerous public events, available for free or at a minimal cost. The site is overseen by the Exchange District BIZ. This unique venue is home to numerous special events, including the Jazz Winnipeg Festival, The Winnipeg Fringe Festival, Music in the Market noon hour concerts and the Exchange District Farmer's Market, among others.

In 2008, 2009 and 2010, the Public Service undertook extensive redevelopment of that portion of the Old Market Square Park bordering on King Street. The project included water and electrical hook-ups, landscaping and a new stage.

The former owners of the Union Bank Tower, Annex and Leland lands conveyed their interest in this property to Red River College for their student housing, culinary arts and restaurant program.

Based on a commitment from Red River College (RRC) to establish a 100-bed student residence, culinary arts and other educational programming together with a main floor restaurant in the Union Bank Tower and Annex, Council granted on May 14, 2008 an extension to the amended Purchase and Redevelop Lands Agreement until May 31, 2009. The extension was granted in order for RRC to secure funding. RRC expects to complete construction and occupy the building by March 31, 2011.

On May 20, 2009, the Federal Government announced a $10 million grant from the Canadian Knowledge Infrastructure Program to RRC for the establishment and expansion of their Culinary Arts Program on the condition of acquiring the Union Bank Tower at 504 Main Street. The Province of Manitoba also agreed to fund $ 5 million.

A proposed Lease Agreement with RRC, for the use of the site as set out herein, and in accordance with the proposed terms and conditions and schedules attached, is recommended by the Public Service.

FINANCIAL IMPACT

Financial Impact Statement

Date: May 13, 2010

Project Name:
Red River College 99 Year Lease of Bijou Theatre Site

First Year of Program **2010**

	2010	2011	2012	2013	2014
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	251	251	251	251	251
Net Cost/(Benefit)	$ (251)	$ (251)	$ (251)	$ (251)	$ (251)
Less: Existing Budget Amounts	(251)	(251)	(251)	(251)	(251)
Net Budget Adjustment Required	$ -	$ -	$ -	$ -	$ -

Additional Comments: Revenues consist of the nominal rent of $1/annum + an annual admin fee of $250. The amount of municipal property tax revenue accruing to the City as a result of the long-term lease of the Bijou Theatre site is not material and has been excluded from this analysis.

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

CONSULTATION

In preparing this report there was consultation with:

Water and Waste
Public Works
Legal Services

SUBMITTED BY

Department:	Planning, Property and Development
Division:	Real Estate
Prepared by:	Kelly Udell
Date:	May 21, 2010
File No.	6258

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Adobe Acrobat Document

Schedule A

PROPOSED TERMS AND CONDITIONS
For the lands shown as Bijou Theatre Site "Leased Area"
on attached Misc. Plan No. 6358/7)

Landlord:	City of Winnipeg
Tenant:	Red River College
Use:	The site will be used as an adjunct to the Red River College building located at 500 Main Street for the purpose of constructing a 1-storey building addition that will encroach over the north side of the Leased Area as shown on attached Miscellaneous Plan No. 6358/7. The Leased Area will also be used for building access and campus purposes and will continue to be accessible to the public at all times. The Leased Area is to be used only and not for any other purpose except as described above, without the prior written consent of the City.
Term:	Ninety-nine (99) year term, commencing on May 1, 2010.
Rent:	$1.00 per annum, plus GST and an annual administration fee of $250.00 plus GST.
Municipal Taxes:	The Tenant shall pay to the local taxing authority all realty taxes charged, levied, assessed or imposed on the Leased Area including municipal taxes, local improvement taxes, frontage taxes and school taxes which shall be billed directly to the Tenant.
Other Fees, Licenses, Taxes, etc.	All license fees, business tax, etc. which may be charged in respect of the use and occupation of the Leased Area.
Insurance:	The Tenant shall provide and maintain the following insurance coverage at all times during the duration of the agreement: Commercial general liability insurance, in the amount of at least five million dollars ($5,000,000.00) inclusive, with The City of Winnipeg added as an additional insured and a cross liability clause. All policies shall be taken out with insurers licensed to and carrying on business in the Province of Manitoba. The Tenant shall not cancel, or cause any such policy or policies to lapse without minimum thirty (30) days prior written notice to the City of Winnipeg. The Tenant shall provide written notice of any material changes to their policies within thirty (30) days of the change taking effect. The Tenant shall file with the City an annual Certificate of Insurance in a form satisfactory to the City Solicitor.

The City shall have the right to alter the limits and/or coverages as reasonably required from time to time during the continuance of the Agreement and for any subsequent renewals thereof, provided that the City shall give the Tenant reasonable notice and shall request reasonable change.

During the construction phase of the agreement, the Tenant shall ensure that all Contractors and/or Sub-contractors maintain the following minimum insurances at all times during the construction of the Work:

Commercial general liability insurance, in the amount of at least two million dollars ($2,000,000.00) inclusive, with The City of Winnipeg added as an additional insured; such policy to also include a cross liability clause, contractual liability, non-owned automobile liability and products and completed operations endorsements;

Automobile Liability Insurance for owned automobiles use for or in connection with the Work in the amount of at least two million dollars ($2,000,000.00);

Provision to provide a minimum of thirty (30) days written notice of cancellation/termination.

Cancellation: Immediately upon the Tenant being in default of the material terms and conditions of the Lease Agreement.

Special Considera-tions & Conditions Note: Wherever the term "Exchange District BIZ" or "BIZ" is used in connection within these proposed terms and conditions, it is understood and agreed that the Exchange District BIZ or BIZ is acting as an agent on behalf of the City of Winnipeg.

The Tenant acknowledges and agrees that, should the Exchange District BIZ cease to exist, the City is deemed to be its successor and may authorize a substitute organization that will fulfill the role of the BIZ and act as Agent of the City for the purposes of this Agreement. The City will notify the Tenant, in writing, of the change within a reasonable timeframe thereafter.

The terms and conditions for the operation and maintenance of the Leased Area are outlined on Schedule B, attached, and will form part of the Lease Agreement.

The terms and conditions for the spatial separation and exit requirements of the Building Code and encroachments for the south building face at 500 Main Street are outlined on Schedule C, attached, and will form part of the Lease Agreement.

The terms and conditions for the spatial separation and exit requirements of the Building Code and encroachments for the west building face at 504 Main Street are outlined on Schedule D, attached, and will form part of the Lease Agreement.

The existing entranceways to the Bijou site from Main Street and from the Old Market Square Park into the Bijou site, must be preserved for public access at all

times and the Bijou site shall continue to be considered public space and readily available as such.

The Tenant will be responsible for transporting the historic architectural shard and plaque to a City of Winnipeg storage facility.

The Tenant acknowledges that the storage shed shall remain on site until such time as funding is secured for a new facility.

Adequate lighting is to be provided and maintained by the Tenant to ensure a pedestrian friendly area and must meet a standard as determined by the City.

The Tenant agrees to appropriately re-level and landscape the Leased Area in a manner that is satisfactory to the Director, Planning, Property and Development Department, hereinafter referred to as the "Director". The development shall be consistent with the Old Market Square Master Plan and include, but not be limited to, addressing Crime Prevention through Environmental Design (CPTED) and Universal Design principles.

The Tenant acknowledges that situated on the site are ten (10) **Linden** trees, approximately 20 years old, and that the trees are an important aesthetic element in the Bijou site. Additionally, and of concern only during the construction phase of the Tenant's building addition and site development, are the two trees on the Old Market Square Park located nearest the south-west corner of 504 Main Street. All trees are denoted on the attached Site Demolition Plan L1.

Working in consultation with and subject to the approval, in writing, of the City Forester, or delegate, it is agreed that the Tenant shall ensure the existing trees will remain, excepting as otherwise indicated herein and that:

- If a tree(s) cannot be preserved, due to the construction process, the Tenant agrees to provide compensation of the current appraised value with the following options in consultation with, and subject to, the approval of and terms required by the City Forester or delegate:
    - replace the tree(s) according to current specifications of the Urban Forestry Branch under the "Principles and Guidelines for Tree Planting – Downtown Area and Regional Streets" hereinafter referred to as "Guidelines" and compensate the City for the remaining value so that Urban Forestry can replace the lost canopy in this community through its tree planting program,
    - replace the appraised value by replanting the tree(s) in an enhanced planting site, such as a tree vault, raised planter, continuous soil trench, etc. (see Guidelines).

- If, due to the construction process, a tree(s) dies, the Tenant shall replace the current value of the tree(s) by replacing that tree(s) according to current specifications of the Urban Forestry Branch (see Guidelines) and compensate the City the remainder of the appraised value of that tree(s).
- For the life of the lease agreement, if a tree(s) dies through fault of the Tenant, then the Tenant shall replace the tree(s) according to current specifications of the Urban Forestry Branch (See Guidelines).
- The Tenant shall protect the trees during construction according to Urban Forestry guidelines (see Guidelines).
- The Tenant agrees that, prior to start of construction on the site, the City Forester and/or delegate(s), will be included in a site conference with the Tenant's trades and sub-trades to ensure communication of the tree protection requirements.
- The Tenant shall be responsible for pruning of any tree canopies that may encroach onto the building over time by using a licensed Manitoba Arborist with International Society of Arboriculture arborist certification.
- After the construction is completed, the Tenant agrees to protect all trees on the site with tree guards (see Guidelines).

The Tenant proposes to string LED lights across the site from 500 Main to 492 Main Street at an approximate height of 20'. Prior to any approval, the Tenant must provide the City a copy of written permission from the owner of 492 Main Street that RRC may attach lights to 492 Main Street and the Tenant agrees that:

- The LED lights must be white.
- The LED lights shall be maintained and/or replaced for the duration of the lease by the Tenant unless an agreed upon suitable lighting treatment replaces the existing lights to the satisfaction of the Director.
- The lights cannot be threaded through the tree canopies.

During the lifetime of the lease, the Tenant must obtain written approval for any changes that are not addressed herein which may affect or encroach upon the trees.

Other: The development and maintenance of the Leased Area will be performed at the sole cost, expense and effort of the Tenant, including, but not limited to, obtaining all permits required to install geothermal power, develop, occupy and utilize Lease Area for its intended use.

The Tenant shall locate the Hydro transformer as depicted on attached Layout Plan L2 and in accordance with Manitoba Hydro approvals and subject to approval by the Director.

The Tenant shall be responsible for all costs related to de-icing and snow clearing to allow foot traffic to move through the Leased Area by entering or exiting from Main Street and entering and exiting from Old Market Square.

The Tenant acknowledges that there is an existing catch basin(s) on the Leased Area. To ensure that drainage is not compromised, the Tenant must perform an existing survey or lot grading survey to determine elevations and drainage requirement that will be subject to approval by the City. This work will be performed at the Tenant's sole cost and expense.

The Tenant will restrict its use of the Leased Area to functions that are in keeping with the business use of Red River College and will obtain all permits, approvals and licenses that are required to conduct any special events. Such special events are not to conflict with the use of the Leased Area as public space nor with the Exchange District BIZ as set out in the attached Schedule B.

The Tenant shall not assign or sublet or part with possession of all or any part of the Leased Premises without the consent of the Director.

The tenant agrees to take the Leased Area on an "as is" basis.

All tenant improvements to be performed at the sole cost, expense and effort of the tenant, subject to prior approval by the City.

The Tenant will not erect or permit the erection of any building, structure, or signage whatsoever on the Leased Area, except as herein indicated, nor make any excavation therein or improvement thereon, without the written permission of the Director.

The Tenant understands and agrees that employees, agents and servants of the City have a right of access to enter the said land, with or without equipment, for any lawful purpose whatsoever, including, but not limited to, those purposes related to viewing the state of repair, the safety, protection, preservation or improvement of the Leased Area, and for doing any work of maintaining or repairing its utilities in or near to the Leased Area. The City will be responsible for repairing any damage that it causes in doing such work.

The City reserves the right for MTS Communications Inc., Manitoba Hydro-Electric Board and Water and Waste Department or other public utilities (hereinafter referred to as "Public Utilities") to enter upon the Leased Area for maintenance and/or repair of their utilities. Such utilities shall be responsible to repair any damages they cause in performing such maintenance and/or repair.

The Tenant is advised that no permanent structures are permitted above the Public Utilities.

Subject to the following sentence, in the event that the Leased Area requires repair, the Tenant shall commence, at its sole cost, expense and effort, the required repairs within thirty (30) days of written notice provided by the City. Notwithstanding the foregoing, where the requirement for such repairs were caused in whole or in part by the actions of the City or Public Utilities, the requirement for repair will be the responsibility of the entity whose actions gave rise to the requirement for the repairs.

The City of Winnipeg and Red River College shall review in good faith the terms and conditions of the lease, including all attached schedules, on the fifth anniversary date of the execution of the agreement and subsequently in five year intervals for the life of the lease. The parties shall execute whatever amendments are required in order to give effect to the changes that the parties recommend arising out of such reviews.

A report will be submitted to City Council for 504 and 500 Main Street to be readdressed to 504 Main Street. If Council approves the address change, then all references herein including all schedules and miscellaneous plans shall be interpreted as referring to the newly amalgamated properties at 504 Main Street.

Any other terms and conditions as are deemed necessary by the Director of the Planning, Property and Development Department, and by the City Solicitor/Director of Legal Services to protect the City's interests.

Final approval by the City of Winnipeg's Council.

Red River College hereby agrees to enter into a lease agreement with the City of Winnipeg for the use of the property identified as "Leased Area" on the attached Misc. Plan No. 6358/7 and in accordance with the terms and conditions as outlined herein and all attachments thereto.

THE BOARD OF GOVERNORS
OF RED RIVER COLLEGE

Per: DIRECTOR - DESIGN, PLANNING & CONSTRUCTION. 2010.05.10.
Name: Date
Position:

Per: May 10, 2010
Name: ROBERT ELSON Date
Position: Acting Vice President Administration

I am/we are authorized to bind The Board of Governors of Red River College.

Schedule B

Addendum to Lease Agreement between the City of Winnipeg and Red River College

The Exchange District BIZ (BIZ) (acting as an Agent of the City of Winnipeg) and Red River College (RRC), with regard to the use of the Bijou Site, agree that:

A. RRC currently owns the premises at the civic address of 500 Main Street.

B. The City of Winnipeg and RRC are entering into a ninety-nine (99) year lease on the property that is adjacent to and south of 500 Main Street, said property commonly known as the Bijou site and described as the "Bijou Theatre Site, Leased Area" on the attached Miscellaneous Plan No. 6358/7 and hereafter referred to as "the Bijou Site".

C. RRC and the BIZ agree that this Schedule B will form part of, and remain in force and effect until termination of, the City's Lease Agreement with RRC.

D. The Parties acknowledge that this Schedule B and the subsequent Lease Agreement have been crafted for the mutual benefit of all parties and that it be recognized specifically that:

   a) 500 Main Street holds two heritage designations that protect the entire exterior of the building. A Lease Agreement between the City of Winnipeg and RRC will allow RRC to build over the Bijou site, thus protecting the integrity of 500 Main's south wall and revitalizing a historic building.

   b) The Winnipeg Foundation is providing one-time funding to RRC for the renovation of the Bijou site as public space, providing RRC assumes the day-to-day administration.

   c) The overall use and connectivity with Main Street and Old Market Square are vital components of the land/public space use in the Exchange District. Therefore, public access to the Bijou site must be guaranteed at all times and the Bijou site must be maintained in a manner that assures the heritage character of the area. To that end, any and all upgrades, changes, furnishings, etc. that will impact the Bijou site must meet with the prior written approval of the Director of the Planning, Property and Development Department.

E. The BIZ has a requirement to use the Bijou site for current and future programmed events on an ongoing annual seasonal basis.

F. The parties wish to cooperate in allowing the BIZ continued use of the Bijou site on conditions that are mutually agreed upon.

G. This Schedule B will clarify each parties' obligations with respect to the Bijou site.

USE OF THE SITE AND RESPONSIBILITIES OF THE BIZ

1. The BIZ currently holds the following four principal events in the Bijou site (hereinafter called the "Principal Events"). These currently include, but are not limited to:

   a) The Winnipeg Jazz Festival;
   b) The Winnipeg Fringe Festival;
   c) Rockin' the District;
   d) Soca Reggae Festival.

   It is acknowledged that, during the term of the lease, the Principal Events will change. The BIZ shall advise RRC of those changes in a timely manner.

   RRC shall allow the Principal Events to take place at Bijou Park in accordance with the terms and conditions of the lease, provided that the BIZ provides RRC with not less than 120 days notice of the dates upon which the Principal Events (or any of them) shall take place.

   RRC agrees not to hold events on dates conflicting with the dates on which Principal Events are held.

2. RRC acknowledges that the BIZ may, from time to time, wish to use Bijou Park for events beyond the four Principal Events (the "Additional Events"). The parties agree that where not less than Sixty (60) days notice is provided by the BIZ to RRC, and where no event is already scheduled at Bijou Park, the BIZ shall be granted the right to use Bijou Park for such additional events.

RED RIVER COLLEGE OBLIGATIONS

1. RRC shall, at its own cost, provide such lighting that is required in order to ensure a pedestrian friendly area. All new or modified lighting shall meet the specifications required by the City of Winnipeg's Accessibility Design Standards and Crime Prevention Through Environmental Design criteria.

2. RRC shall provide the BIZ access to water from their Building's hose bibs, to be located on the south side of 500 Main Street.

3. RRC shall reasonably accommodate any Vendors who require access to The Bijou site in connection with BIZ events.

4. RRC shall allow the existing shed to remain on the site until such time as funding is provided for a new facility.

5. If water is required, RRC shall provide the BIZ access to potable water at a $10.00 per diem fee. Such fee is subject to review at five year intervals, from the date of the lease, to the mutual agreement of the BIZ and RRC.

6. If electricity is required, RRC shall provide the BIZ access to electrical service located in the power receptacles recessed in the building columns at a $10.00 per diem fee. Such fee is subject to review at five year intervals, from the date of the lease, to the mutual agreement of the BIZ and RRC.

COMMON RESPONSIBILITIES OF THE BIZ AND RED RIVER COLLEGE – (the Parties) "Parties" denotes the party that is hosting the event.

1. The Parties shall, at their own cost, be responsible for all litter control and clean up of the Bijou site during and immediately following all events. Without limiting the generality of the foregoing, they shall be responsible for replacing garbage bags in the refuse containers at the Bijou site during and at the conclusion of all events.

2. Should the City be required to perform litter control and clean up in addition to what the City would normally provide, the City, at its sole discretion, shall be entitled to charge the responsible Party an amount not to exceed $500.00/day to perform the additional litter control and clean up.

3. The Parties shall, at their own cost, supply an adequate number of portable washrooms to service the reasonably anticipated number of attendees to all events that take place at the Bijou site. The parties acknowledge that such portable washrooms shall not be permitted to be located anywhere on the Bijou Site.

4. The Parties shall, at their own cost, remove and undertake to power-wash the entire ground surface to remove any stains from the ground at the Bijou site on an as needed basis at the City of Winnipeg's discretion.

5. The Parties shall remove all posters from The Bijou site on a regular basis, other than posters lawfully posted by RRC on its own buildings.

DISPUTE RESOLUTION

In the case of any dispute between RRC and the BIZ, or subsequent designated agent acting on behalf of the City of Winnipeg, as to the respective rights and obligations pursuant to the use of the Bijou site, the Director, Planning, Property and Development Department, acting on behalf of the property owner, will arbitrate the matter in dispute and the decision of the said arbitrator shall be binding and final on the parties.

TERMINATION

This Schedule B remains in effect for the duration of the aforementioned Lease Agreement and the intent of goodwill, mutual benefit and related conditions contained within, will remain and stay with the Lease.

CONFIDENTIALITY AND PRIVACY

Each party agrees to hold all personal information in the strictest of confidence as required by law.

AMENDMENTS

No amendment or change to, or modification of, this Schedule B shall be valid unless it is in writing and signed by both parties.

SCHEDULE C

500 Main Street Lease – Spatial Separation and Exit Requirements of the Building Code and Encroachments (South Side)

Addendum to Lease Agreement between The City of Winnipeg and Red River College

In order to address Building Code issues with respect to spatial separation and exit requirements for the south building face of the building located at 500 Main Street, the City and the Tenant agree as follows:

(a) no building or structure, other than the 3rd floor addition including canopy to the building located at 500 Main Street, shall be constructed on the portion of the Leased Area shown as "Spatial Separation Requirement A" on Misc. Plan No. 6358/8 attached hereto; and

(b) the City agrees to grant the Tenant access from the exit from the south wall of the building located at 500 Main Street on and over the Leased Area to the adjacent public thoroughfare located immediately to the east of the Leased Area on Main Street. The Tenant agrees to repair, maintain, keep in good condition, and keep clear of snow and ice the said exit and the access hereby granted by the City to the adjacent public thoroughfare.

The City agrees to permit the 3rd floor and parapet encroachments 5.5 metres south from the south property line at 500 Main Street onto the Leased Area.

RRC agrees to indemnify and save harmless the City from and against any and all expenses, claims, demands, actions, causes of action, suits or other proceedings whatsoever resulting from the use of the Leased Area for exiting purposes or resulting from the 3rd floor and parapet encroachments onto the Leased Area, except where such expenses, claims, demands, actions, causes of action, suits or other proceedings are a direct result of the negligence of the City, its servants, employees or agents.

SCHEDULE D

504 Main Street – Spatial Separation and Exit Requirements of the Building Code and Encroachments (West Side)

Addendum to Lease Agreement between The City of Winnipeg and Red River College

Red River College and The City of Winnipeg (the "City") hereby agree as follows:

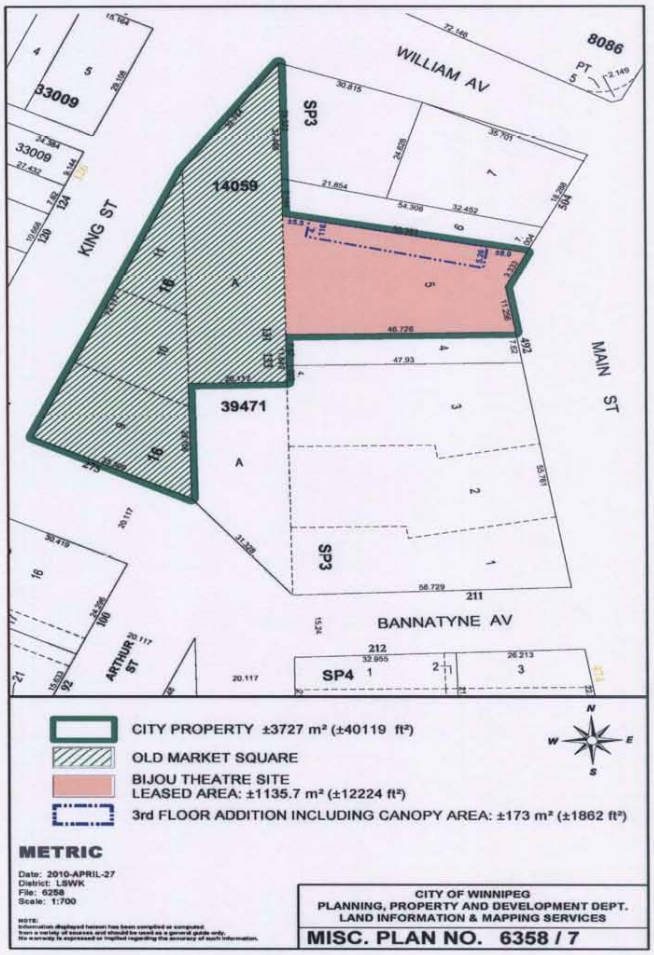
In order to address Building Code issues with respect to spatial separation and exit requirements for the west building face of the building to be constructed at 504 Main Street, the City and the Tenant agree as follows:

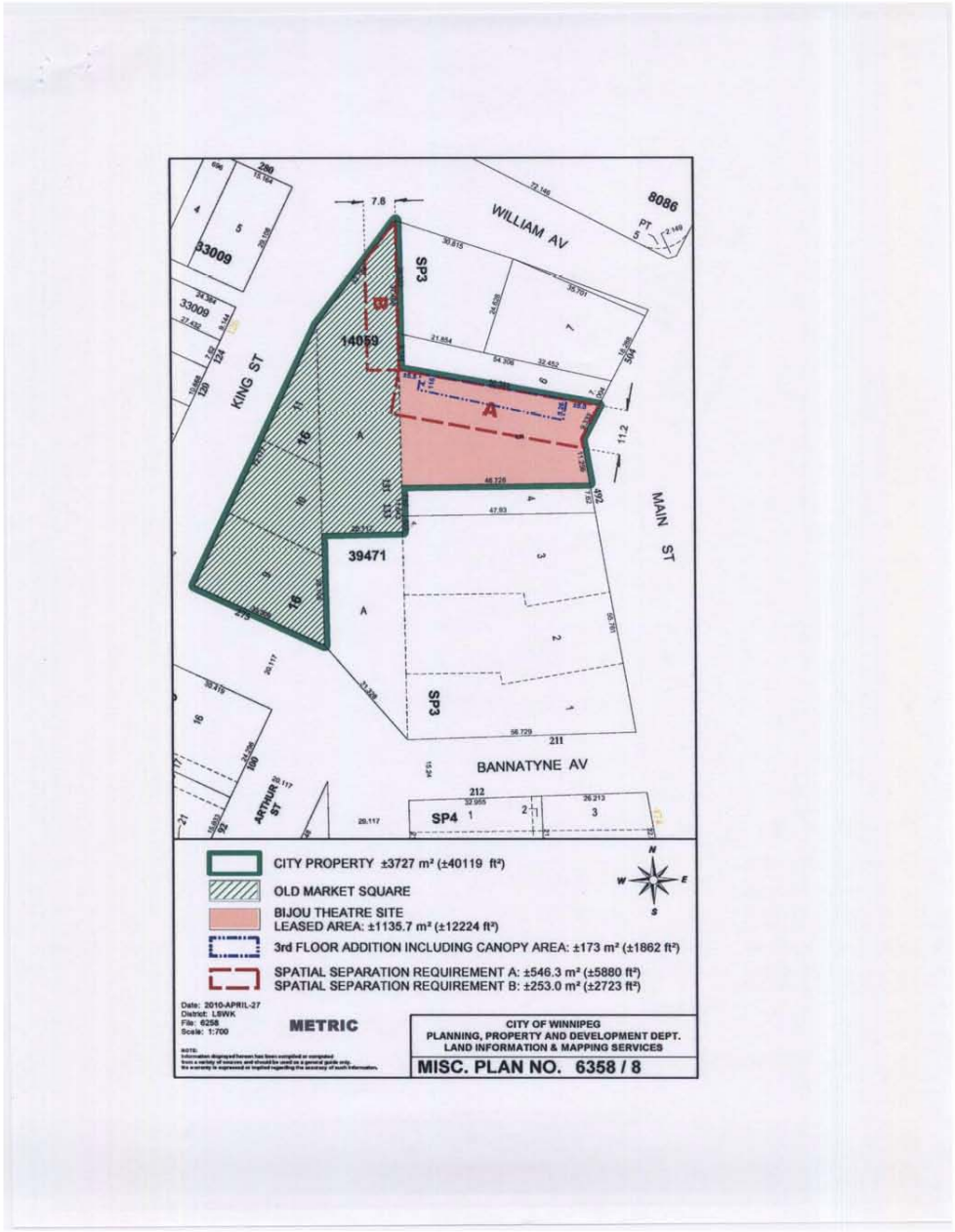
(a) no building or structure shall be constructed on the portion of the City's land shown as "Spatial Separation Requirement B" on Misc. Plan No. 6358/8 attached hereto; and

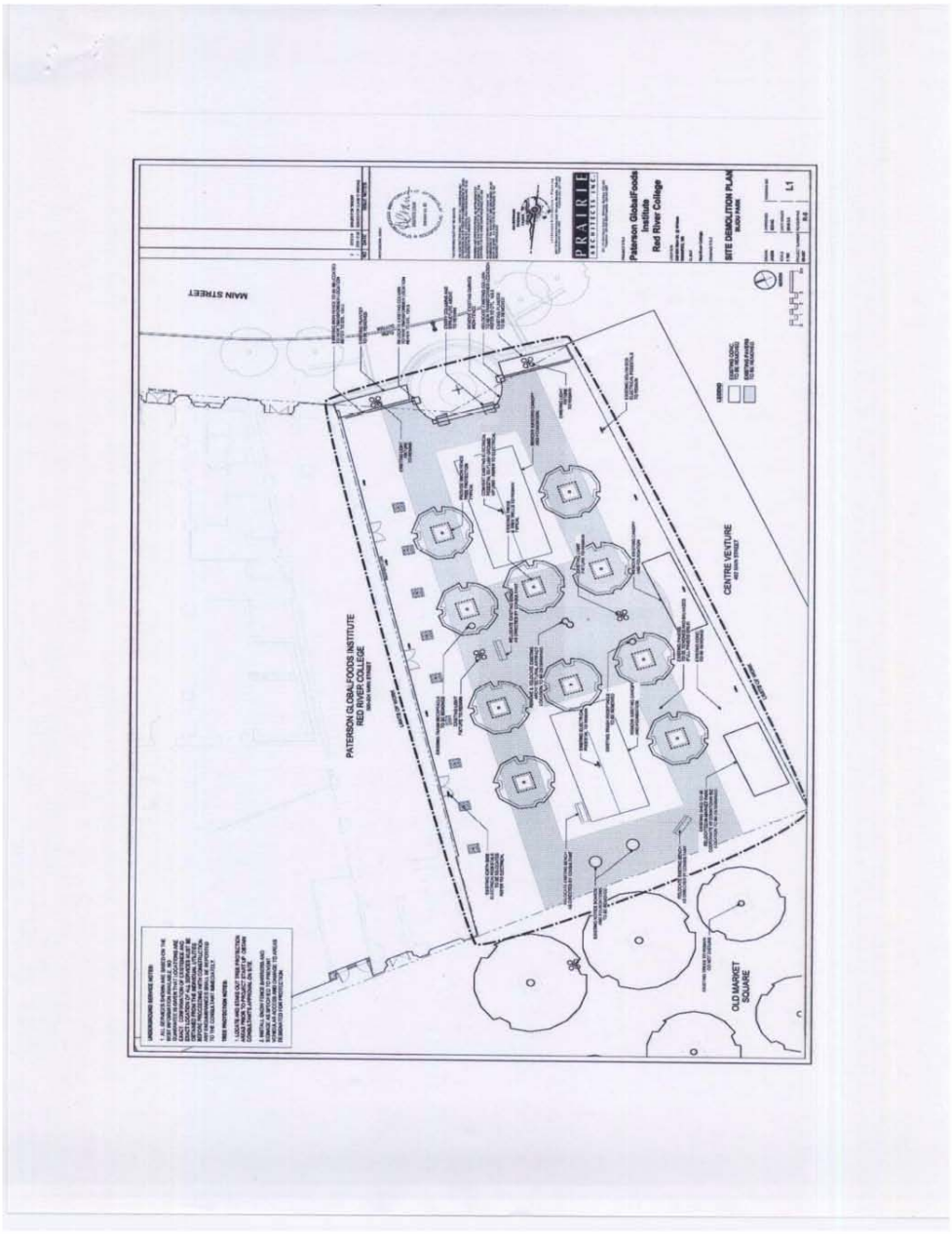
(b) the City agrees to grant Red River College access from the exit from the west wall of the building to be constructed at 504 Main Street by Red River College on and over the portion of the City's land shown as "Spatial Separation Requirement B" on Misc. Plan No. 6358/8 attached hereto (the "Access Area") to the adjacent public thoroughfare located immediately to the northwest of the Access Area on King Street. Red River College agrees to repair, maintain, keep in good condition, and keep clear of snow and ice the said exit and the Access Area hereby granted by the City to the adjacent public thoroughfare.

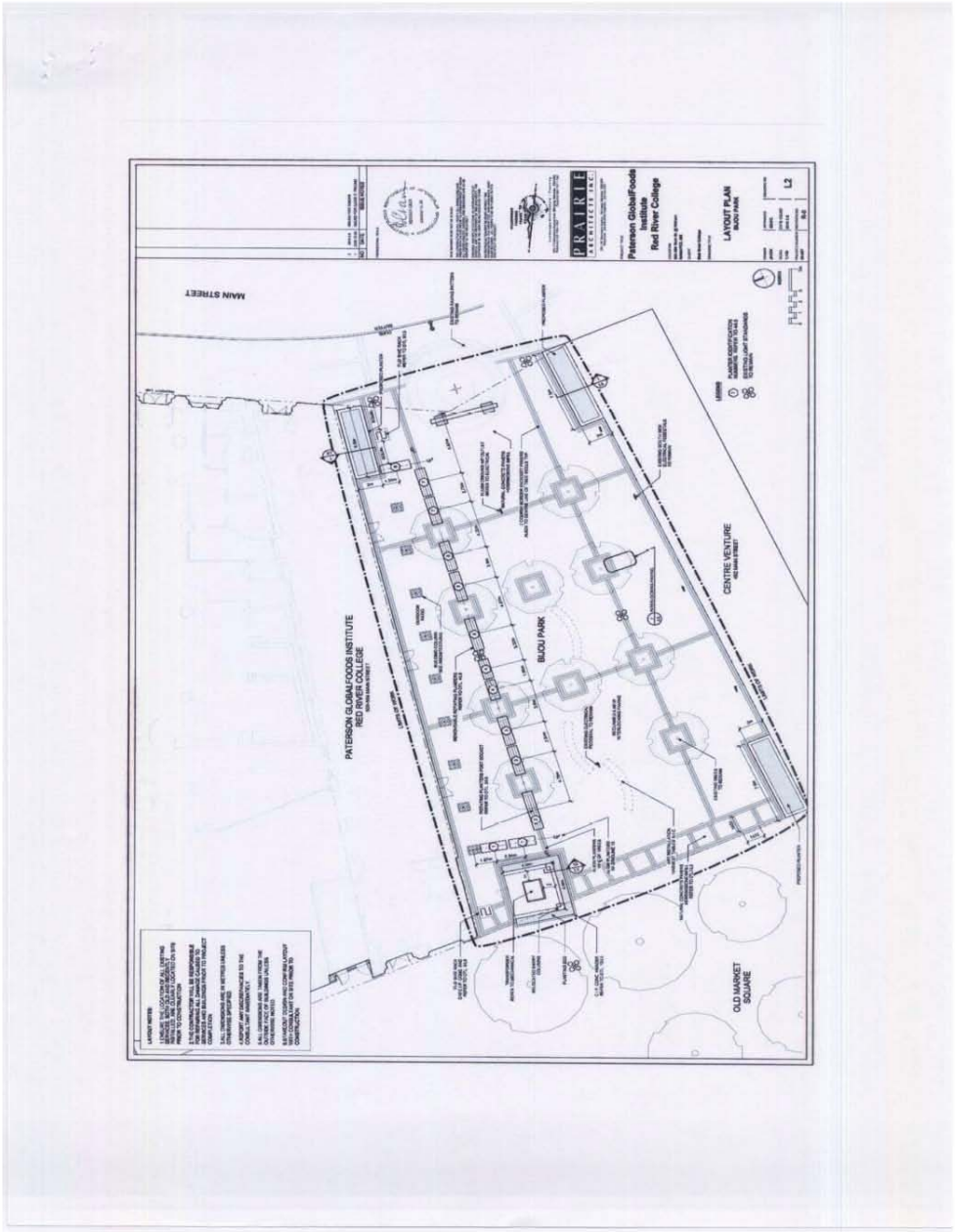
The City agrees to permit the encroachment of the parapet on the west building face which encroaches 900 mm. onto the City's land adjacent to and west of 504 Main Street.

RRC agrees to indemnify and save harmless the City from and against any and all expenses, claims, demands, actions, causes of action, suits or other proceedings whatsoever resulting from the use of the City's land for exiting purposes or resulting from the parapet encroachment onto the City's land, except where such expenses, claims, demands, actions, causes of action, suits or other proceedings are a direct result of the negligence of the City, its servants, employees or agents.


WILLIAM AV
KING ST
MAIN ST
BANNATYNE AV
ARTHUR ST
SP3
SP4
14059
39471
33009
8086
CITY PROPERTY ±3727 m² (±40119 ft²)
OLD MARKET SQUARE
BIJOU THEATRE SITE
LEASED AREA: ±1135.7 m² (±12224 ft²)
3rd FLOOR ADDITION INCLUDING CANOPY AREA: ±173 m² (±1862 ft²)
METRIC
Date: 2010-APRIL-27
District: LSWK
File: 6258
Scale: 1:700
CITY OF WINNIPEG
PLANNING, PROPERTY AND DEVELOPMENT DEPT.
LAND INFORMATION & MAPPING SERVICES
MISC. PLAN NO. 6358 / 7


WILLIAM AV
KING ST
MAIN ST
BANNATYNE AV
ARTHUR ST
SP3
SP4
14059
39471
33009
8086
A
CITY PROPERTY ±3727 m² (±40119 ft²)
OLD MARKET SQUARE
BIJOU THEATRE SITE
LEASED AREA: ±1135.7 m² (±12224 ft²)
3rd FLOOR ADDITION INCLUDING CANOPY AREA: ±173 m² (±1862 ft²)
SPATIAL SEPARATION REQUIREMENT A: ±546.3 m² (±5880 ft²)
SPATIAL SEPARATION REQUIREMENT B: ±253.0 m² (±2723 ft²)
Date: 2010-APRIL-27
District: LSWK
File: 6258
Scale: 1:700
METRIC
CITY OF WINNIPEG
PLANNING, PROPERTY AND DEVELOPMENT DEPT.
LAND INFORMATION & MAPPING SERVICES
MISC. PLAN NO. 6358 / 8


PRAIRIE
Paterson GlobalFoods Institute
Red River College
SITE DEMOLITION PLAN
MAIN STREET
PATERSON GLOBAL FOODS INSTITUTE
RED RIVER COLLEGE
CENTRE VENTURE
OLD MARKET SQUARE


MAIN STREET
PATERSON GLOBALFOODS INSTITUTE
RED RIVER COLLEGE
BIJOU PARK
CENTRE VENTURE
OLD MARKET SQUARE
PRAIRIE
Paterson GlobalFoods Institute
Red River College
LAYOUT PLAN