Agenda – Council – July 17, 2013

Report – Executive Policy Committee – July 10, 2013

Item No. 22 Proposed Settlement of Due Compensation – McGillivray Boulevard Street Widening Project – 2233 McGillivray Boulevard (Charleswood-Tuxedo Ward)

EXECUTIVE POLICY COMMITTEE RECOMMENDATION:

On July 10, 2013, the Executive Policy Committee concurred in the recommendation of the Winnipeg Public Service and submitted the following to Council:

1. That the proposed expropriation settlement be approved at the negotiated amount of $1,240,000.00, plus ancillary costs.

2. That the proposed Encroachment License Agreement attached hereto in favour of Soul Sanctuary Inc., the successor-in-title to the Estate of John R. McCall, for a portion of the building located at the Subject Property at 2233 McGillivray Boulevard encroaching onto the public right-of-way between Kenaston Boulevard and Columbia Drive, as shown on Misc. Plan No. 13288/2, be approved.

3. That the amount of $900,000.00 be transferred from the Public Works Non-Specified Capital account to the Public Works Expropriation account.

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

Report – Executive Policy Committee – July 10, 2013

DECISION MAKING HISTORY:

EXECUTIVE POLICY COMMITTEE RECOMMENDATION:

On July 10, 2013, the Executive Policy Committee concurred in the recommendation of the Winnipeg Public Service and submitted the matter to Council.

ADMINISTRATIVE REPORT

Title: Proposed Settlement of Due Compensation – McGillivray Boulevard Street Widening Project – 2233 McGillivray Boulevard

Critical Path: Executive Policy Committee - Council

AUTHORIZATION

Author	Department Head	CFO	CAO
J. Zabudney	B. Thorgrimson	M. Ruta	D. Joshi

RECOMMENDATIONS

1. That the proposed expropriation settlement be approved at the negotiated amount of $1,240,000.00, plus ancillary costs.

2. That the proposed Encroachment License Agreement attached hereto in favour of Soul Sanctuary Inc., the successor-in-title to the Estate of John R. McCall, for a portion of the building located at the Subject Property at 2233 McGillivray Boulevard encroaching onto the public right-of-way between Kenaston Boulevard and Columbia Drive, as shown on attached Misc. Plan No. 13288/2, be approved.

3. That the amount of $900,000.00 be transferred from the Public Works Non-Specified Capital account to the Public Works Expropriation account.

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

REASON FOR THE REPORT

For the McGillivray Boulevard Street Widening Project, Council approval is required for the settlement of expropriation claims exceeding $750,000.00.

IMPLICATIONS OF THE RECOMMENDATIONS

- There are no regulatory, environmental or human resource implications associated with this report.

- The Public Works Department has confirmed that, subject to approval of Recommendation # 3, sufficient funding is available in the Public Works Expropriation Account.

- The proposed Encroachment License Agreement will formalize the terms and conditions for the use of the City's right-of-way.

HISTORY

On December 18, 2007, Council adopted the 2008 Capital Budget authorizing funding for McGillivray Boulevard – Waverley Street to Columbia Drive.

At its meeting of January 28, 2009, Council approved the expropriation of three properties in conjunction with this project and delegated authority for settlement to a maximum of $750,000.00.

Lengthy negotiations by the Real Estate Division have produced a proposed settlement with the estate of the expropriated owner.

On February 9, 2012, a tentative offer of settlement, subject to Council approval, was reached at a total of $1,240,000.00, plus ancillary costs. The Encroachment License Agreement is for a portion of the existing building which encroaches into the public right of way as a result of the expropriation. The proposed Encroachment License Agreement is attached hereto.

On April 13, 2012, a new title was issued to Soul Sanctuary Inc., reflecting the purchase of the subject property at 2233 McGillivray Boulevard from the Estate of John R. McCall.

The Planning, Property and Development Department is of the view that this resolution of the claim is in the City's best interests. It will bring the matter to a close and avoid additional litigation expenses and risk.

The Corporate Finance Department, Risk Management Branch, reviewed the insurance requirements for this proposed encroachment and their comments have been incorporated into the proposed Encroachment License Agreement. No objections to the proposed encroachment were received.

The Public Works Department has confirmed, subject to approval of Recommendation # 3, that sufficient funding is available under account number 003-181000-180604-18980005EX-PROPERTY.

Public Works Department
Non-Specified Capital Account - 18970000NS
as of June 20, 2013

	Transfers In	Transfers Out	Balance
Balance at January 1, 2013			$2,000,000
April 9, 2013 - Transferred in from surplus indentified in the Chief Peguis Trail - Henderson Capital project 1801000107	$230,372		$2,230,372
April 18, 2013 - Transfer out to the 2013 Dutch Elm Disease Strategy Capital project 1858000113		$1,404,000	$826,372
To be transferred out to the 2013 Recreational Walkway & Bike Path Capital Project 1832000113 - as per Council May 29, 2013		$161,437	$664,934
April 2013 - To be transferred in based on projects to be closed as a result of the March 2013 Open Capital Project review	$605,340		$1,270,274
Pending Approval - To be Transferred out to the McGillivray Expropriation Account - subject of this report		$900,000	$370,274

FINANCIAL IMPACT

Financial Impact Statement

Date: June 12, 2013

Project Name:

McGillivray Boulevard Street Widening Project - Kenaston Boulevard to Columbia Drive

First Year of Program 2013

	2013	2014	2015	2016	2017
Capital					
Capital Expenditures Required	$ 1,206,752	$ -	$ -	$ -	$ -
Less: Existing Budgeted Costs	1,206,752	-	-	-	-
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	35,148	-	-	-	-
Net Cost/(Benefit)	$ (35,148)	$ -	$ -	$ -	$ -
Less: Existing Budget Amounts	(35,148)	-	-	-	-
Net Budget Adjustment Required	$ -	$ -	$ -	$ -	$ -

Additional Comments: Capital expenditures consist of the negotiated settlement amount of $1.24 million and estimated ancillary costs of $175,000 less advances of $150,000 and paid ancillary costs of $93,396 + short-term financing costs and corporate admin fees of $35,148. This latter amount is offset by an equal recovery in the Corporate Finance Department current budget. There are no material financial implications associated with the encroachment agreement.

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

CONSULTATION

In preparing this report there was consultation with:

Public Works Department

Legal Services Department (as to legal issues)

Corporate Finance, Risk Management

SUBMITTED BY

Department Planning, Property and Development
Division Real Estate
Prepared by: Sara Cianflone
Date: June 24, 2013
File No.

o:\reports directive\real estate\acquisition\(sc) mccall expropriation settlement – 2233 mcgillivray blvd (ver 6).doc



Encroachment License Agt - Sou...

THIS AGREEMENT, executed in duplicate this day of , 2013, is effective as of the 1st day of April, 2012.

BETWEEN:

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

OF THE FIRST PART,

– and –

SOUL SANCTUARY INC.,
(hereinafter called the ***"Licensee"***),

OF THE SECOND PART.

WHEREAS the City, in accordance with the provisions of The City of Winnipeg Charter, is empowered to control the use and permit private works in the streets within the City of Winnipeg;

AND WHEREAS the Licensee has requested permission to use a portion of the public right-of-way, adjacent to 2233 McGillivray Boulevard shown hatched and identified as ***"Encroachment Area"*** on Misc. Plan No. 13288/2 attached hereto as Schedule "A" (hereinafter called the ***"Licensed Land"***) for the purpose of the continued building use and operations located at 2233 McGillivray Boulevard;

AND WHEREAS, subject to City Council approval, the City has agreed to grant to the Licensee a license to use the Licensed Land for the purpose of the continued building use and operations located at 2233 McGillivray Boulevard subject to the terms, covenants and conditions in this Agreement contained;

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the payments hereby reserved and the covenants on the part of the Licensee hereinafter contained, the parties hereto covenant and agree, each with the other, as follows:

Preamble

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

Use

2. The Licensed Land shall only be used for the purpose of the continued building use and operations and for no other purposes without prior written consent of the City, at the sole cost, effort and expense of the Licensee.

Term

3. The use hereby granted shall commence on April 1, 2012, or sooner, and shall extend for the life of the existing building located within the Encroachment Area (hereinafter called the ***"Term"***). The Term shall terminate if any of the following conditions occur:

   a) Demolition or major exterior alteration of the portion of the building located within the encroachment area located at 2233 McGillivray Boulevard; or

   b) Council orders the removal of the encroachment.

   Council will order removal of the encroachment only if it determines, in its sole discretion, that either or both of the following are satisfied:

      (i) The City has a bona fide safety concern related in any way to the encroachment, the condition of the Encroachment Area, the Licensee's use of the Encroachment

Area, or the effect of the encroachment on any other lands lying within 200 metres of the Encroachment Area; or

(ii) In Council's view it is in the City's interests to use the land covered by the Encroachment Area.

Rent, Taxes and Operating Costs

4. (a) The Licensee hereby covenants and agrees with the City as the encroachment resulted from an expropriation settlement, there is no rent rate proposed.

(b) All costs, utilities and operating expenses in connection with its use of the Licensed Land including, but not limited to, license fees, business tax, and security cost. The Licensee shall also be responsible for cleanup of litter in the immediate area as a result of use and occupation of the Licensed Lands.

Development

5. (a) If there are any existing Manitoba Hydro/Centra Gas or MTS Allstream facilities which require removal and/or relocation as a result of the Licensee's use of the Licensed Land, the costs will be at the expense of the Licensee. Prior to any digging or excavation, the Licensee shall contact the Call-Before-You-Dig line at 480-1212. The Licensee is required to use extreme caution when excavating in the vicinity of any MTS buried plant and to ensure that the Buried Plant Location Service (941-7267) is contacted 48 hours prior to excavation for further confirmation in the field; and

(b) The Licensee shall not demolish or permit any exterior renovation, not increase or decrease the dimension or size of the encroachment, or make any excavation upon the Licensed Lands.

Maintenance

6. The Licensee shall, at all times and at its sole cost, effort and expense:

(a) Maintain the Licensed Land in a clean and tidy condition to the satisfaction of the City's Director of Planning, Property and Development Department (hereinafter called the ***"Director"***);

(b) Ensure that access to the Licensed Land is conducted in a careful manner, in accordance with good industry standards and in compliance with the provisions of any and all applicable environmental, health or safety statutes, regulations, orders or directives of any government or governmental agency having jurisdiction over such matters;

(c) Forthwith comply with any reasonable written notice to repair received by it from the City and if the Licensee does not so repair, the City may enter upon the Licensed Land and conduct the repairs at the sole cost and expense of the Licensee.

Compliance with Laws

7. The Licensee shall:

(a) At its sole cost, effort and expense, obtain all necessary permits and shall comply promptly with all laws, by-laws, ordinances, rules, regulations, orders, requirements and recommendations of any and all federal, provincial, municipal and other governmental authorities or associates of insurance underwriters or agents which may be applicable to the Licensee or to the manner of use of the Licensed Land;

(b) At its sole cost, effort and expense, ensure that all environmental contaminants are received, handled, used, stored, treated, shipped and disposed of in the manner required from time to time by applicable laws, by-laws, regulations, rules or requirements of all authorities having jurisdiction over the Licensed Land or the Licensee; and

(c) Not at any time release into the environment or deposit, discharge, place or dispose of at, on or near the Licensed Land, any dangerous goods as that term is defined in The Dangerous Goods Handing and Transportation Act, R.S.M. 1987, c.D12, as amended, replaced or substituted from time to time.

Nuisance

8. The Licensee shall not at any time use, exercise or carry on or permit or suffer to be used, exercised or carried on, in or upon the Licensed Land or any part thereof, any noxious, noisome or offensive art, trade, business, occupation or calling and the Licensee shall not do, omit or suffer or permit to be done or omitted in, on or upon the Licensed Land or any part thereof anything whatsoever which shall or may be or grow to the annoyance, nuisance, damage or disturbance of the City or of the owners or occupiers of neighbouring properties.

Environmental Assessment and/or Soil Testing

9. The Licensee hereby acknowledges and agrees that the City has made no representation, warranties or guarantees of any nature or kind whatsoever as to the quality, condition or suitability of the Licensed Land for any use or purpose, nor as to any environmental conditions which may exist. The Licensee understands and agrees that the Licensed Land is licensed on an "as is" basis.

FURTHER, the Licensee agrees that in the event the Licensee, at its sole cost, effort and expense conducts or causes to be conducted an Environmental Site Assessment and/or soil testing of the Licensed Land (hereinafter called the ***"Assessment"***), it shall:

(a) Maintain the Licensed Land in safe condition at all times during the conduct of any work done in pursuance of this Clause 9;

(b) Restore the Licensed Land to the same condition as prior to its entering in or upon same in pursuance of this Clause 9;

(c) Indemnify and save harmless the City from and against all damages and claims arising out of or in any way attributable to the conduct of the Assessment;

(d) Provide copies of such Environmental Site Assessment and/or Report concerning soil testing of the Licensed Land to the City for its own use, at no cost to the City.

AND in the event it is determined as a result of the Assessment that contamination levels exceed Provincial Environmental Standards for the Licensee's intended use of the Licensed Land and documentation to that effect is produced to the City prior to the commencement of this Agreement, the City may at its sole discretion, terminate this Agreement and in that event, any and all rights, interests, entitlements, obligations and liabilities on the parts of the respective parties hereto shall be deemed null and void.

FURTHER if the City has not been advised of any non-compliance of the Licensed Land to Provincial Environmental Standards as aforesaid, the Licensee agrees to indemnify the City from and against any and all claims arising from or in any way connected with the existence of any contaminants of any kind in, at, under or upon the Licensed Land.

AND FURTHER, the City hereby agrees that upon its receipt from the Licensee of forty-eight (48) hours' notice, the City will permit the Licensee, its employees or agents to enter upon the Licensed Land for the purposes of conducting the Assessment in pursuance of this Clause 9.

Right to Enter

10. (a) The City and any persons authorized by the City, shall have the right to enter upon the Licensed Land at any time (24-hours a day, seven days a week), with or without equipment, for any purpose whatsoever including, but not limited to:

(i) Maintaining, operating, repairing, inspecting or rehabilitating existing watermains, sewer lines and appurtenances located within the Licensed Land;

(ii) For any City purposes without being responsible for any damage occasioned thereby unless caused as a result of any negligent or willful act of the City, its contractors, agents, servants or employees, provided that the City shall, at its cost, restore the Licensed Land to its condition prior to such entry.

(b) The City reserves the right to MTS Allstream Inc., Centra Gas (Manitoba) Inc., The Manitoba Hydro-Electric Board and/or other public utilities (hereinafter jointly and severally called the ***"Utilities"***) to enter upon the Licensed Land for maintenance and/or repair of their utilities, without being responsible for any damage occasioned thereby unless caused as a result of any negligent or willful act of such public utility, its contractors,

agents, servants or employees, provided that the Utilities shall, at their cost, restore the Licensed Land to its condition prior to such entry;

(c) The Licensee shall, without any compensation whatsoever and whenever so requested, remove any vehicles and any improvements which it may have placed, installed, constructed or erected within the Licensed Land in order to permit the City and/or its employees or other persons acting with its authorization, with or without equipment, unimpeded access to its own services contained within the Licensed Land.

AND the Licensee hereby acknowledges and agrees that it shall not be entitled to and does hereby waive any and all claims for compensation for any loss or damage to its property unless caused as a result of any negligent or willful act of the City, its contractors, agents, servants or employees and/or such public utility, its contractors, agents, servants or employees, inconvenience, nuisance, discomfort and/or interruption of business caused by the City and/or such public utility in pursuance of this Clause 10.

Reimbursement for Damage

11. The Licensee shall reimburse the City for any and all costs incurred by the City in making good any loss or damage to the Licensed Land or utilities caused as a result of the Licensee's use of the Licensed Land and, without limiting the generality of the foregoing, caused as a result of any negligent or willful act of the Licensee, its contractors, agents, servants or employees.

Indemnity and Insurance

12. (a) The Licensee shall, at its sole cost, effort and expense, indemnify and keep indemnified the City from and against all claims, actions or proceedings for loss, injury including death, damages or compensation by any person, firm or corporation, whether to real or personal property, wheresoever situated, or by any member, employee, agent, licensee, invitee or third party, whether claiming through or under the Licensee or otherwise caused by reason of or in any way attributable to the Licensee's use of the Licensed Land or the construction, maintenance, existence or use of any buildings or structures erected thereon, or in any way connected therewith, or otherwise by reason of the exercise by the Licensee of the use hereby granted or the performance of or failure to perform its obligations hereunder, or by reason of:

(i) Any breach, violation, non-observance or non-performance of any covenant, condition or agreement in this Agreement contained, and on the part of the Licensee to be kept, observed or performed; or

(ii) Any loss or damage to property, whether belonging to the Licensee or otherwise, and any injury to person or persons, including death resulting at any time therefrom, arising out of or in connection with the Licensee's use or occupation of the Licensed Land and/or by or through anything done or omitted to be done by the Licensee or any assignee, sub-Licensee, contractor, agent, servant or employee of the Licensee; or

(iii) Any repairs, improvements, installations or alterations which the Licensee may make or cause to be made upon or to the Licensed Land, including without limitation, claims for liens in respect of wages, work, services or materials, liability for damage to property and liability for injury to person or persons;

and such indemnities shall survive the expiry or sooner determination of the Term hereof;

(b) The Licensee shall provide and maintain the following insurance coverage:

(i) Commercial General Liability Insurance, in the amount of at least Two Million ($2,000,000.00) Dollars inclusive, with the City added as an additional insured, such liability policy to also contain a cross-liability clause, to remain in place at all times;

(ii) Deductibles shall be borne by the Licensee;

(iii) The Licensee shall provide the City with a Certificate of Insurance in a form satisfactory to the City;

(iv) The City shall have the right to alter the limits and/or coverages as reasonably required from time to time during the continuance of this Agreement.

(v) The Licensee shall not cancel, materially alter or cause such policy to lapse without providing at least fifteen (15) calendar days prior written notice to the City;

(vi) Any certificates of insurance documenting the above should be sent to:

Attention: Shelly Davidson,
Supervisor of Insurance and Risk Financing,

The City of Winnipeg
Risk Management Division
3rd Floor - 185 King Street, Winnipeg, Manitoba, R3B 1J1

Phone: 204-986-5252, Fax: 204-986-6132, Email: shellydavidson@winnipeg.ca;

Quiet Enjoyment

14. Except as otherwise provided in this Agreement and applicable laws, regulations and by-laws, the Licensee, paying the license fee hereby reserved, and keeping the agreements, performing the covenants and observing the conditions herein contained on the part of the Licensee to be paid, kept, observed and performed, shall and may peaceably possess and enjoy the Licensed Land for the Term hereof, without any interruption or disturbance from the City or any other person or persons lawfully claiming by, from or under the City.

Assignment

15. (a) The Licensee shall not assign this Agreement or sublet the Licensed Land or any part thereof without the prior written consent of the City;

(b) Any consent by the Director to an assignment shall not relieve the Licensee of its obligations for the payment of the license fee and the performance of the terms and conditions herein contained.

Transfer

16. In the case of the death of the Licensee, or the disposal by the Licensee of the business or premises including the Licensed Lands, during the currency of this license, this license shall continue if the new owner or the legal representative of the Licensee applies to the City's Designated Officer and obtains a transfer of this license within one year of April 1 of the year in which the aforesaid death or disposal occurs, which transfer shall not be unreasonably withheld.

Cancellation or Termination

17. (a) This Agreement is subject to cancellation by the City immediately if the Licensee is deemed to be in default of any term(s) of the license;

(b) If the Licensee shall fail to pay the license fee payable hereunder when due, or shall fail to keep, observe or perform any of the covenants, conditions and agreements herein contained on the part of the Licensee to be kept, observed or performed, then and in any of such cases it shall be lawful for the City at any time thereafter to enter into and upon the Licensed Land or any part thereof in the name of the whole, to re-enter, using force if necessary, without being liable for any prosecution or suit therefore, to gain, repossess and enjoy, as of the City's former estate, anything herein contained to the contrary notwithstanding;

(c) Upon the City becoming entitled to re-enter the Licensed Land prior to the expiration of the Term hereof by reason of some default of the Licensee hereunder, the City may, through the Director, in addition to all other rights hereunder, terminate this Agreement forthwith upon notice therefor in writing given to the Licensee and thereupon the license fee and any other payments for which the Licensee is liable hereunder shall be computed, apportioned and paid in full to the date of such termination and the Licensee shall immediately deliver up possession of the Licensed Land to the City and the City may enter and take possession thereof;

(d) If the Term hereby granted shall be at any time seized or taken in execution or attachment by any creditor of the Licensee or its permitted assigns, or if the Licensee or its permitted assigns shall make any assignment for the benefit of creditors or becoming bankrupt or insolvent, shall take the benefit of any Act that may be in force for bankrupt or insolvent

debtors, the current year's License fee shall immediately become due and payable and the Term shall immediately become forfeited and void.

Obligations upon Termination

18. (a) In the event this Agreement expires or is terminated by either party for any reason whatsoever, the Licensee shall at its sole cost, effort and expense peaceably surrender and yield up the Licensed Land to the City and shall within thirty (30) days take up and remove any and all improvements which it may have placed, installed, constructed or erected on or in the Licensed Land and restore the Licensed Land to a condition satisfactory to the Director;

AND in the event the Licensee defaults in so doing, the City may do the said removal and restoration work at the sole risk and expense of the Licensee;

(b) Notwithstanding the forfeiture or termination of this Agreement in any manner herein provided for, the Licensee shall be and remain liable to the City for all payments due and obligations and liabilities incurred hereunder up to the date of such forfeiture or termination and for the fulfillment of all obligations herein contained on the part of the Licensee to be observed and performed upon or after said forfeiture or termination.

19. Any notice to be given under or by virtue of this Agreement shall be in writing and may be given by registered mail, postage prepaid, by personal service or by facsimile transmission, addressed as follows:

TO THE CITY:

Attention: Director

The City of Winnipeg
Planning, Property and Development
2nd Floor – 65 Garry Street
Winnipeg MB R3C 4K4
Fax No.: 204-944-8476

TO THE LICENSEE:

Attention:

Soul Sanctuary Inc.
43 Eaglemount Crescent
Winnipeg MB R3P 1V4
Fax No.:

And any such notice delivered by registered mail shall be deemed to have been received three (3) business days following the date of mailing. Any such notice delivered by personal service shall be so served on a business day and shall be deemed as having been received on the day so served. Any such notice delivered by facsimile transmission shall be deemed to have been received on the first business day following the date of such transmission.

No Changes or Waivers

20. No assent or consent to changes in or waiver of any provisions of this Agreement in spirit or letter shall be deemed or taken as made unless the same is done in writing and attached to or endorsed thereon by the City. The City's agents (unless such agents are authorized in writing by the City) are not authorized to change or waive any provision of this Agreement and any purported changes or waivers by them or any of them are null and void.

Caveat

21. The Licensee shall not file any caveat or other encumbrance against the Licensed Land.

Definitions

22. Unless the context otherwise requires, the words *"the City"* wherever used herein, shall be construed to include and shall mean the City, its successors and assigns and the words *"the Licensee"* shall be construed to include and shall mean the Licensee, its successors and

permitted assigns; the words *"the Licensee"* and the personal pronoun *"it"* relating thereto and used therewith shall be read and construed as the Licensee, and *"his"*, *"her"*, *"its"* or *"their"* respectively as the number and gender of the party or parties referred to each require, and the number of the verb agreeing therewith shall be construed and shall agree with the said word or pronoun so substituted.

Headings

23. The headings in this Agreement form no part hereof and shall be deemed to have been inserted for convenience of reference only.

Binding Agreement

24. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

Subject to City Council Approval

25. This Agreement and all terms and provisions herein are subject to City Council approval.

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

THE CITY OF WINNIPEG

Per: _____
Director,
Planning, Property and Development Department

SOUL SANCTUARY INC.

_____
Witness
Becki Wiens
Name (please print)
590 University Cres.
Address Wpg MB
R3T 2N8

Per: _____
Name:
Title: LEAD PASTOR
PRESIDENT
(affix corporate seal)

Per: _____
Name:
Title:

Approved:

"S. Cianflone" – May 28, 2013
Planning, Property and Development

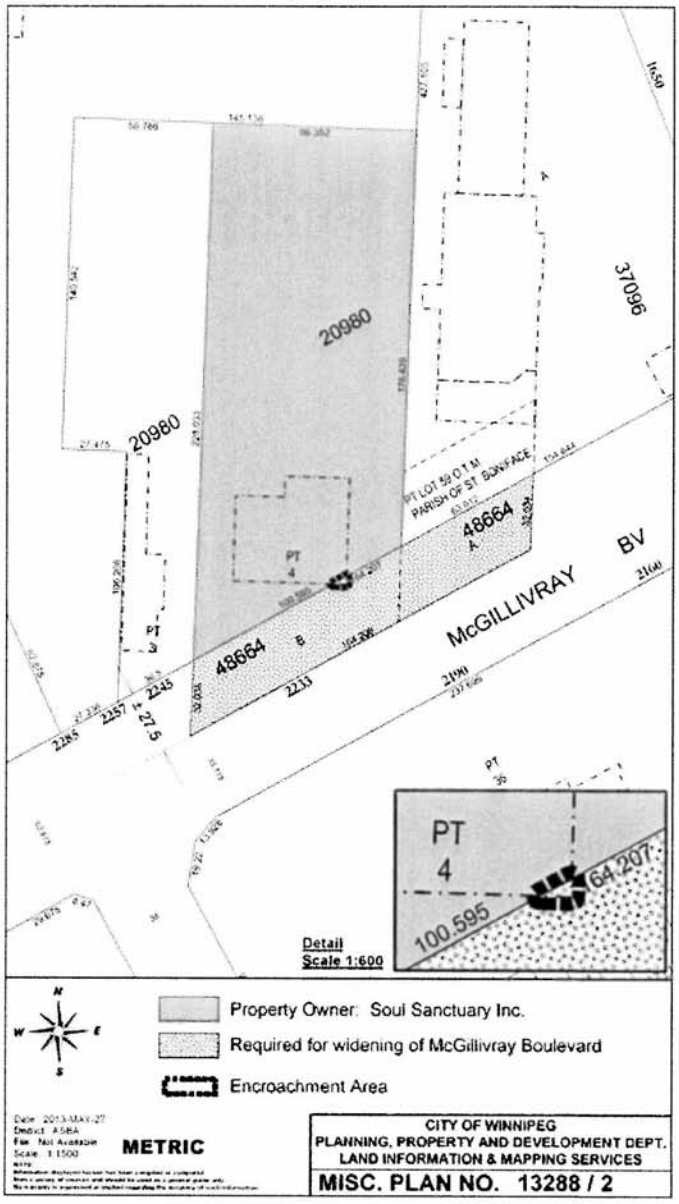
Approved:

"M. Harms" – May 28, 2013
for Director of Public Works

Approved as to legal form:

_____
for Director of Legal Services/City Solicitor

Schedule "A"


20980
20980
37096
48664
48664
PT LOT 59 O.T.M.
PARISH OF ST. BONIFACE
McGILLIVRAY BV
PT 4
PT 3
PT 4
100.595
64.207
Detail
Scale 1:600
Property Owner: Soul Sanctuary Inc.
Required for widening of McGillivray Boulevard
Encroachment Area
METRIC
CITY OF WINNIPEG
PLANNING, PROPERTY AND DEVELOPMENT DEPT.
LAND INFORMATION & MAPPING SERVICES
MISC. PLAN NO. 13288 / 2