Minute No. 507
Report - Standing Policy Committee on Downtown Development, Heritage and Riverbank Management – July 4, 2011

Item No. 4 Declaration and Sale of Surplus Land - 50 Garry Street (Fort Rouge - East Fort Garry Ward)

COUNCIL DECISION:

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

1. That the City-owned property located at 50 Garry Street, identified as Subject City Property on Misc. Plan No. 12486/1, be declared surplus to the needs of the City.

2. That, subject to the approval of Recommendation No. 1, the sale of the Subject City Property, in favour of Amethyst Holdings Ltd., the adjoining owner, for the purchase price of $800,000, be approved in accordance with the terms and conditions of the Offer to Purchase dated June 20, 2011, and upon such additional terms and conditions that the Director of the Planning, Property and Development Department and the Director of Legal Services and City Solicitor consider necessary to protect the interests of the City and to achieve the intent of the Standing Policy Committee on Downtown Development, Heritage and Riverbank Management.

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 Downtown Development, Heritage and Riverbank Management – July 4, 2011

DECISION MAKING HISTORY:

Moved by Councillor Swandel,

That the recommendation of the Standing Policy Committee on Downtown Development, Heritage and Riverbank Management be adopted by consent.

Carried

EXECUTIVE POLICY COMMITTEE RECOMMENDATION:

On July 13, 2011, the Executive Policy Committee concurred in the recommendation of the Standing Policy Committee on Downtown Development, Heritage and Riverbank Management and submitted the matter to Council.

STANDING COMMITTEE RECOMMENDATION:

On July 4, 2011, the Standing Policy Committee on Downtown Development, Heritage and Riverbank Management concurred in the recommendation of the Winnipeg Public Service and submitted the matter to the Executive Policy Committee and Council.

ADMINISTRATIVE REPORT

Title: **To Obtain Council Approval to Declare the Subject City-owned Property located at 50 Garry Street Surplus to the Needs of the City**

To Seek Standing Policy Committee on Downtown Development, Heritage and Riverbank Management Approval of the Sale of the Subject City Property located at 50 Garry Street

Critical Path: **Standing Policy Committee on Downtown Development, Heritage and Riverbank Management**
Executive Policy Committee
Council

AUTHORIZATION

Author	Department Head	CFO	CAO
B. Thorgrimson	D. Joshi	Paul Olafson Acting CFO	Alex Robinson Deputy CAO

RECOMMENDATIONS

1. That the City-owned property located at 50 Garry Street identified as Subject City Property on the attached Misc. Plan No. 12486/1 be declared surplus to the needs of the City.

2. That subject to the approval of Recommendation No. 1, that the sale of the Subject City Property, in favour of Amethyst Holdings Ltd., the adjoining owner, for the purchase price of $800,000.00, be approved in accordance with the terms and conditions of the attached Offer to Purchase dated June 20, 2011, and upon such additional terms and conditions that the Director of the Planning, Property and Development Department and the Director of Legal Services and City Solicitor consider necessary to protect the interests of the City and to achieve the intent of the Standing Policy Committee on Downtown Development, Heritage and Riverbank Management.

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

- Council approval is required to declare the Subject City Property surplus to the needs of the City.

- Approval by the Standing Policy Committee on Downtown Development, Heritage and Riverbank Management is required for the sale of City property over $500,000.00.

IMPLICATIONS OF THE RECOMMENDATIONS

- There are no regulatory or human resource implications associated with the report.

- The City's standard terms and conditions of sale will include provisions to protect the City's interests in the event that environmental contamination is discovered.

HISTORY

The subject City property has been owned by the City since 1962. The site is currently operated by the Winnipeg Parking Authority as a surface parking lot.

Particulars of the subject property are as follows:

Location:	50 Garry Street, north of Assiniboine Avenue
Legal Description:	Lots 17 and 18, Block 2, Plan 129
Certificate of Title:	975413
Zoning:	D – Downtown Living Sector
Size:	13,307.3 sq. ft.

On June 28, 2009, the owner of 70 Garry Street, Amethyst Holdings Inc. (herein called "the owner"), contacted the Department requesting to purchase the subject City property.

City Departments were canvassed to determine if they had a need or objection to the proposed sale of the subject City property. No objections were received.

The Winnipeg Parking Authority has no objections to the proposed sale.

The Department supports and recommends approval of the proposed sale of the subject City property to Amethyst Holdings Ltd. for the following reasons:

- When additional residential housing units are constructed on the subject City property it will eliminate the subject property being used as an open surface parking lot.
- The Ward Councillor is supportive of the proposed sale.
- The Offer to Purchase received from Amethyst Holdings Ltd. is $800,000.00, exceeding the appraised value.

- City of Winnipeg Employees will continue to park at 50 Garry Street, until completion of the renovations of 70 Garry Street. At such time, City of Winnipeg Employees shall be entitled to lease up to 40 electrified indoor parking stalls within the renovated parkade at 70 Garry Street. Rental rates charged are not to exceed market rates consistent with the Winnipeg Parking Authority rates for a 10 year term. After the 10 year term the City will have a further two - 5 year renewal option. Rates charged at that time will be at fair market value consistent with downtown rates. The owner has committed to this by way of a Parking Agreement (attached).
- The owner has advised that the acquisition of 50 Garry Street will enable the development of a mixed use structure.
- The property would be placed on the tax roll at the closing of the sale.
- The sale will eliminate the liability for the City associated with holding this property.

FINANCIAL IMPACT

Financial Impact Statement **Date:** June 22, 2011

Project Name: **First Year of Program** **2012**

Approval to Declare 50 Garry Street Surplus to the Needs of the City and of the Sale of the Subject City Property to Amethyst Holdings Inc.

	2012	2013	2014	2015	2016
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	$ 200,000	$ -	$ -	$ -	$ -
Less: Incremental Revenue/Recovery	800,000	-	-	-	-
Net Cost/(Benefit)	$ (600,000)	$ -	$ -	$ -	$ -
Less: Existing Budget Amounts	(600,000)	-	-	-	-
Net Budget Adjustment Required	$ -	$ -	$ -	$ -	$ -

Additional Comments: Direct costs include 5% for the Historical Buildings Program, 5% for the Enhanced Land Marketing Program and 15% for the Community Centre Renovation Fund. Net proceeds of disposition of $600,000 will be credited to the Land Operating Reserve Fund. For the purposes of this analysis, it is assumed that the proposed sale will close in 2012.

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

CONSULTATION

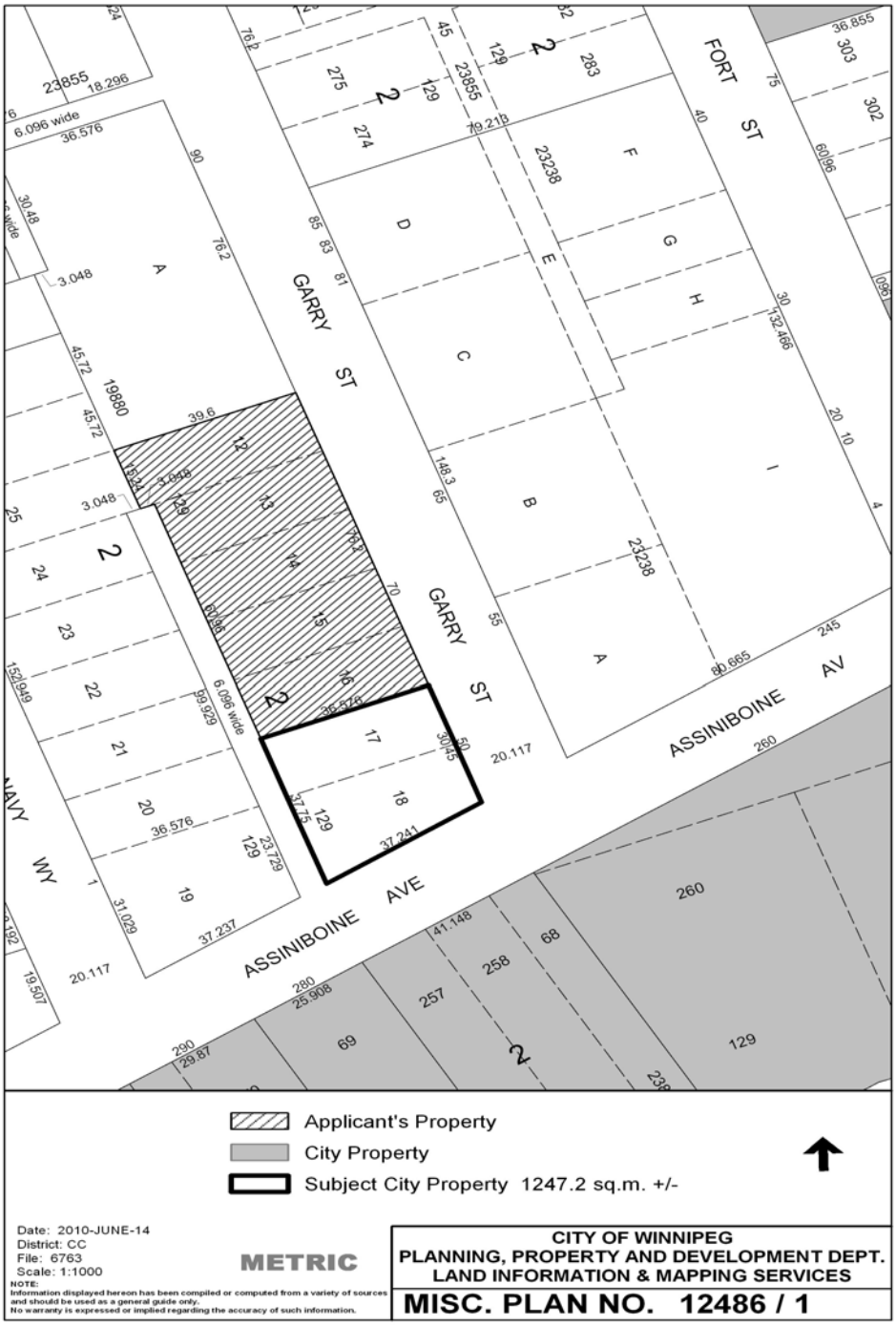
In preparing this report there was consultation with:

Winnipeg Parking Authority

SUBMITTED BY

Department	Planning, Property and Development Department
Division	Real Estate Division
Prepared by:	Joedi Pruden
Date:	June 23, 2011
File No.	6763

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GARRY ST
FORT ST
ASSINIBOINE AVE
ASSINIBOINE AV
Applicant's Property
City Property
Subject City Property 1247.2 sq.m. +/-
Date: 2010-JUNE-14
District: CC
File: 6763
Scale: 1:1000
METRIC
NOTE:
Information displayed hereon has been compiled or computed from a variety of sources and should be used as a general guide only.
No warranty is expressed or implied regarding the accuracy of such information.
CITY OF WINNIPEG
PLANNING, PROPERTY AND DEVELOPMENT DEPT.
LAND INFORMATION & MAPPING SERVICES
MISC. PLAN NO. 12486 / 1

File No: 6763

INDUSTRIAL/COMMERCIAL

OFFER TO PURCHASE

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

Lots 17 and 18, Block 2, Plan 129 WLTO; shown as Subject City Property on the attached Misc. Plan No. 12486/1

(hereinafter called the "Lands")

for the sum of $800,000.00 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 $120,000.00, 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), hereinafter called the "Date of Approval". The Purchaser agrees to pay the balance of the purchase price on or before the date of possession.

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

(3) In the event that the purchase is not completed by reason of a default of the Purchaser, the deposit and any interest earned thereon shall be forfeited immediately to the City and the City may exercise whatever other remedies are available to the City at law.

(4) All improvements and chattels attached to the Lands shall remain with the Lands except for the pay stations.

2. (1) The date of possession shall be sixty (60) days (or such other date as mutually agreed to) following the satisfaction of Clause 18 as stated herein, hereinafter called the "Date of Possession".

(2) The Lands are presently tax-exempt. The Lands will no longer be tax-exempt on and after the Date of Possession or the transfer of title, whichever is the earlier. The Purchaser is responsible for payment of the Property Taxes applicable to the Lands on and after the Date of Possession or transfer of title, which ever is the earlier, and will be sent a statement of, and demand for payment of, Property Taxes in accordance with the provisions of *The Municipal Assessment Act* and *The City of Winnipeg Charter.* No adjustments for Property Taxes will be made on the Statement of Adjustments.

(3) 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 possession, 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. Goods and Services Tax

(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 Tax 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 on or before the date of closing or the date the balance of monies is paid to the City, whichever is the earlier.

(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. The Purchaser acknowledges and is aware that the City does not provide Declarations as to Possession.

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

6. The sale of the Lands to the Purchaser shall be subject to the provisions of the By-laws of the City of Winnipeg and all amendments thereto. Furthermore, the Purchaser acknowledges and understands that its proposed use and development of the Lands may require applications for re-zoning, variances or conditional uses, amendments to Plan Winnipeg, which applications and resulting land dedication charges (if any) are to be at the sole cost and responsibility of the Purchaser. Nothing in this Offer shall be construed as placing any duty or obligation upon the City to grant such rezoning, variance or conditional use orders and/or amendments to Plan Winnipeg when the Purchaser's application for same is made to the City.

7. The Purchaser agrees that the City may register, maintain and ultimately remove a caveat when it is no longer required, at the expense of the registering party 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.

8. The Purchaser has one hundred and eighty (180) days from the Date of Approval hereinafter called the "Due Diligence Period", to conduct whatever due diligence it deems necessary to satisfy itself that the Lands are suitable for its intended development.

9. Within the Due Diligence Period, should the Purchaser at its sole cost, conduct or cause to be conducted an Environmental Site Assessment and/or soil testing of the Lands, it shall:

(1) ensure that all work done in connection with such Environmental Site Assessment and/or soil testing is completed no later than ninety (90) days from the Date of Approval, and

(2) maintain the Lands in safe condition at all times during the conduct of any work done in pursuance of this Clause 9; and

(3) restore the Lands to the same condition as prior to its entering in or upon same in pursuance of this Clause 9; and

(4) 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 any such Environmental Site Assessment and/or soil testing; and

(5) provide copies of any such Environmental Site Assessment and/or Report concerning soil testing of the said Lands to the City for review purposes only, at no cost to the City no later than one hundred and twenty (120) days from Date of Approval.

AND in the event it is determined as a result of said Environmental Site Assessment and/or soil testing, that contamination levels exceed Provincial Environmental Standards for the intended use of the Lands and documentation to that effect is produced to the City, the City, at its sole option, shall be entitled to take remedial action to bring the contamination levels to within the Provincial Environmental Standards and complete the sale. The City shall provide written notice of the City's choice to proceed, or not to proceed with the remedial action, delivered to the Purchaser, within thirty (30) days from receipt of the Environmental Site Assessment.

If remediation is required and the City chooses to take such remedial action, said remediation shall be taken in a timely and expeditious manner reflecting current

industry activities and standards at no cost to the Purchaser and shall be commenced at the earliest possible opportunity.

If remediation is required and the City does **not** elect to take such remedial action, the Offer to Purchase shall be null and void and the deposit returned in full.

If the Purchaser desires to purchase the Lands notwithstanding that the City will not remediate the Lands, the Purchaser shall within thirty (30) days from the written notice from the City of the City's intention not to remediate the Lands, provide the City with written notice of the Purchaser's intention to complete the Purchase of the Lands.

If the Purchaser does not within thirty (30) days of receipt of written notice from the City of the City's intention not to remediate the Lands, provide the City with the said written notice of the Purchaser's intention to complete the purchase of the Lands, the sale shall be cancelled and the City shall return all monies paid in respect of the proposed sale by the Purchaser to that date, PROVIDED that the Purchaser shall have first satisfied all conditions of this Clause 9.

AND FURTHER if the City has not been advised of any non-compliance of the Lands to Provincial Environmental standards within one hundred twenty (120) days from the Date of Approval, the Purchaser agrees to complete its purchase as herein contemplated and to indemnify the City against any and all claims arising from or in any way connected with the existence of contaminants of any kind at the Lands.

10. (1) The Purchaser acknowledges that the City is not providing any warranty as to the environmental condition of the Lands.

(2) The Purchaser agrees that it will rely solely upon its own investigations in determining the degree of contamination, if any, existing on and within the Lands and the extent of contamination, if any.

(3) The Purchaser shall indemnify and save harmless the City from and against all claims, costs and damages arising from or in any way connected with the existence of contaminants of any kind in or on the Lands.

(4) It is understood and agreed that the terms, conditions and covenants contained in this Clause 10 shall not merge but shall survive closing.

11. Within the Due Diligence Period, should the Purchaser, at its sole cost, conduct or cause to be conducted a Geological Site Assessment, it shall:

(1) ensure that all work done in connection with such Geological Site Assessment and/or soil testing is completed no later than ninety (90) days from the Date of Approval, and

(2) maintain the Lands in a safe condition at all times during the conduct of any work done in pursuance of this Clause 11; and

(3) restore the Lands to the same condition as prior to its entering in or upon same in pursuance of this Clause; and

(4) 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 any such Geological Site Assessment and/or soil testing; and

(5) The Purchaser agrees that it will rely solely upon its own investigations in determining the condition of the geology existing on the Lands; and

(6) Should the Purchaser not wish to purchase the Lands, the Purchaser shall, within thirty (30) days of receipt of the results of the Geological Site Assessment, provide notice to the City of its intention not to complete the sale, the Offer to Purchase shall be null and void and the deposit returned in full. The Geological Site Assessment shall be completed with one hundred and twenty (120) days from Date of Approval.

12. Within one hundred and eighty (180) days from Date of Approval, the City and the Purchaser shall enter into a Parking Agreement, as generally laid out in the attached Schedule "A", which shall among other things, entitle City of Winnipeg Employees to lease up to 40 electrified indoor parking stalls in the Complex as

defined in Clause 18 herein, at rental rates not to exceed market rates consistent with the Winnipeg Parking Authority rates.

In the event that the parties cannot agree upon on terms and conditions of a Parking Agreement within one hundred eighty (180) days from Date of Approval, the Offer to Purchase shall be null and void and the deposit returned in full.

13. No current legal survey was made of the Lands to determine the nature and extent of any structure thereon or to determine if there are any encroachments from adjoining lands, and as such, the Purchaser reserves the right to complete a legal survey of the Lands within One Hundred and Twenty (120) days of the Date of Approval. Should such survey produce results inconsistent with the current legal description the Purchaser, may at its exclusive discretion, choose not to proceed with the sale and will provide, to the City, written notice of the Purchaser's intention not to proceed with the sale within 30 days of receipt of the results of the legal survey. In the event that the Purchaser chooses not to proceed with the sale, all deposits shall be returned to the Purchaser by the City within 30 days of receipt of the written notice by the City.

14. At any time within the Due Diligence Period, should the Purchaser advise that it cannot complete the purchase, the Purchaser shall provide the City with written notice that it cannot proceed with the Purchase of the Lands. The Offer to Purchase shall then immediately lapse and expire and be of no further force and effect and the Purchaser shall have no further interest in the Lands. In such event, the deposit shall be returned forthwith to the Purchaser.

15. The Purchaser acknowledges and agrees that notwithstanding any other terms, conditions or provisions in this agreement that:

(1) The City has given no representations or warranties with respect to the Lands or with respect to the value thereof or with respect to the Purchaser's intended uses or development or redevelopment thereof or with respect to the environmental condition of the Lands;

(2) The Purchaser has inspected or investigated the Lands, the title thereto, the permitted encumbrances, any tenancies and all other matters material to the Purchase and the proposed use of the Lands and that it is relying solely upon its own independent inquiries and investigations and the advice of its own consultants. The Purchase acknowledges there are no representations, warranties, guarantees, conditions, collateral agreements, covenants and agreements except those expressly set forth herein;

(3) The Purchaser agrees that it is purchasing the Lands on an "as is", "where is" basis, and is purchasing the Lands based entirely on its own examinations without any representation by or on behalf of the City or any agent of the City. The Purchaser acknowledges that it has relied entirely upon its own inspection and investigation with respect to quantity, quality and value of the Lands;

(4) Any information supplied to the Purchaser by the City or its agents or representatives is and was supplied without any representation or warranty, and that the responsibility for verification of any such information shall be the responsibility of the Purchaser; and

(5) The Lands are deemed to be taken by the Purchaser at the Purchaser's own risk with all faults and imperfections whatsoever. The Purchaser agrees with the City that the application of "Buyer Beware" shall apply to the offer in the strictest meaning.

16. (1) 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, MTS Allstream Inc., Centra Gas Manitoba Inc., Shaw Cable, or The City of Winnipeg, for the maintenance of existing and future 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. Without limiting the generality of the foregoing, MTS Allstream Inc. and Shaw Cablesystems Inc. each require an easement for the maintenance of their facilities.

(2) The Purchaser to enter into agreements satisfactory to the said utilities or The City of Winnipeg.

(3) Any removal or relocation of a public utility as a result of a proposed subdivision will be at the expense of the Purchaser. Information on electrical and gas service to new subdivisions can be obtained from the local Manitoba Hydro District Office.

(4) The Purchaser at its own expense shall be responsible to provide any Easement Plan that may be required to effect registration of the Easement Agreement in the Winnipeg Land Titles Office.

(5) The Purchaser acknowledges that the City may grant the easements before the transfer of title to the Lands only with the acknowledgement and agreement of the Purchaser, which agreement shall not be reasonably withheld, and in the case the Purchaser does not agree, this sale will be null and void and the deposit returned to the Purchaser.

17. There is an existing catch basin located within the Lands. If the Purchaser chooses to use the said catch basin, it will be at the Purchaser's sole cost and expense.

18. It is an express condition hereof, that the Purchaser has up until two (2) years from the Date of Approval to:

(1) Complete the renovations which requires the issuance of a building permit, for the Purchaser's existing parking Complex located at 70 Garry Street, shown as Applicant's Property on the attached Misc. Plan No. 12486/1, herein called the "Complex". At a minimum, the renovations shall include the creation of 40 completely new electrified indoor parking stalls within the Complex for the exclusive use of City of Winnipeg employees as provided in the Parking Agreement attached hereto as "Schedule "A".

In the event the Purchaser cannot complete the renovations of the Complex as stated in Clause 18(1) above within two (2) years from the Date of Approval, the Offer to Purchase shall immediately lapse and expire and be of no further force and effect and the Purchaser shall have no further interest in the Lands. In such event, the City may, at its option, cancel the sale and retain the deposit as liquidated damages.

19. This agreement shall run with the Lands and the Purchaser's adjoining property and shall bind the Purchaser, its successors and assigns and its successors in title.

20. The Purchaser is to pay the applicable Land Titles Office registration fees and Land Transfer Tax in respect thereto.

21. No commission is payable by the City on the sale 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 Purchaser acknowledges and agrees that sale of the Lands by the City is subject to the approval of City Council or its delegated authority.

26. The Purchaser is hereby advised that soil conditions in Winnipeg are of the glacial till variety which are composed of Lacustrine Clays with Silt Intrusions. The Purchaser shall be responsible for any increased costs of development due to this random stratification.

27. None of the provisions of this agreement will merge with the conveyance of the Lands.

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

Amethyst Holdings Ltd. · 820 Cherry St.
Name (Please Print) Address
New Westminster, British Columbia

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

IN WITNESS WHEREOF the Purchaser has signed this document in

Winnipeg MB, this 20th day of June 2011

Witness

Mauro Corzatti
Authorized Signature

Mauro Corzatti · MAURO CORZATTI · President.
Name and Title of Authorized Signature (Please print)

ACCEPTED this _____ day of _____, A.D., 20__

THE CITY OF WINNIPEG

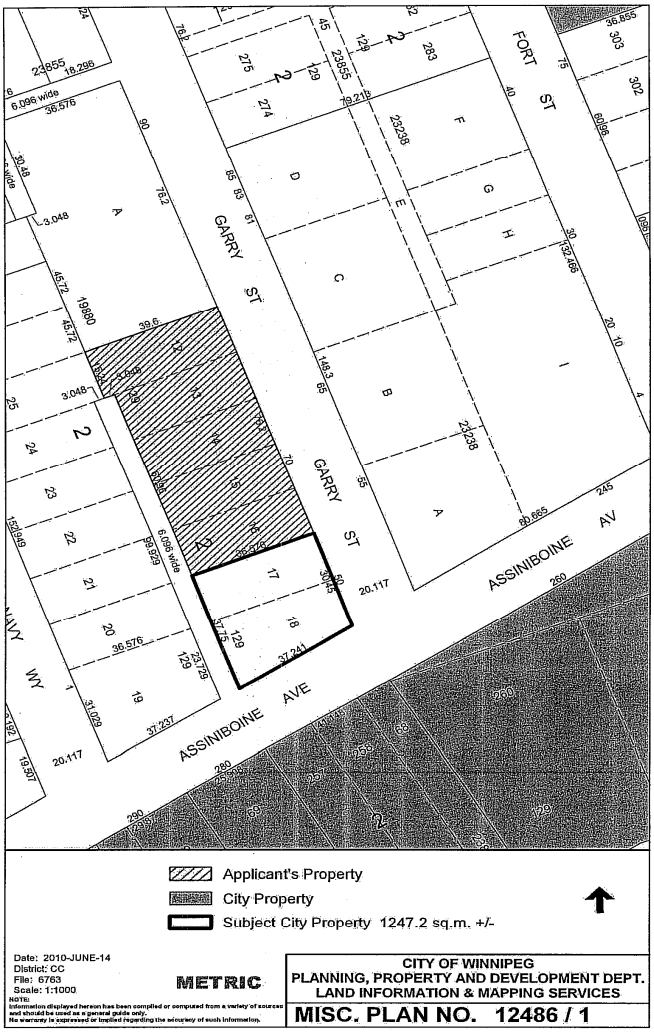
Per: _____
DIRECTOR of Planning, Property and Development

Approved as to details:

Planning, Property and Development

Approved as to form:

for City Solicitor/Director of Legal Services


GARRY ST
FORT ST
ASSINIBOINE AV
ASSINIBOINE AVE
NAVY WY
Applicant's Property
City Property
Subject City Property 1247.2 sq.m. +/-
Date: 2010-JUNE-14
District: CC
File: 6763
Scale: 1:1000
METRIC
NOTE:
Information displayed hereon has been compiled or computed from a variety of sources and should be used as a general guide only.
No warranty is expressed or implied regarding the accuracy of such information.
CITY OF WINNIPEG
PLANNING, PROPERTY AND DEVELOPMENT DEPT.
LAND INFORMATION & MAPPING SERVICES
MISC. PLAN NO. 12486 / 1

Schedule "A"

Proposed Terms and Conditions for Parking Agreement at 70 Garry Street between Amethyst Holdings Ltd. and The City of Winnipeg (the "City") Lots 12 to 16, Block 2, Plan 129 WLTO

The following terms and Conditions are integral to and form part of the Parking Agreement (the "Agreement") with Amethyst Holdings Ltd.

Subject Lands:	A portion of Applicant's Property as shown hatched on the attached Misc. Plan No. 12486/1 (namely the parking garage of 70 Garry Street)
Legal Description:	Lots 12 to 16, Block 2, Plan 129
Area:	40 electrified indoor parking stalls, each stall typically 9ft. by 19ft. The exact location of each rented parking stall may be changed from time to time within the parking structure, but will generally be located on the ground floor and/or first floor of the existing parking garage.
Term:	10 years, with a further two - 5 year renewal options. The rate charge in the renewal options will be at fair market value consistent with downtown rates.
Agreement with Individual Tenant:	Amethyst Holdings Ltd. will enter into a Parking Agreement with each City of Winnipeg Employee ("City Employee") directly. The standard parking agreement (Appendix A) will serve as the agreement with the City Employees and Amethyst Holdings Ltd. Amethyst Holdings Ltd. will advise the City of changes to the agreement prior to enacting those changes.
Rent:	$100.00 per month plus G.S.T. for the first year. After such date, rental rates charged to City Employees shall be no greater than rates charged by Winnipeg Parking Authority for Winnipeg Downtown Area Parking Structures with similar amenities and terms.
Termination:	Parking privileges are monthly for City Employees, for a minimum of three (3) Calendar months. Upon fulfillment of the minimum three month provision, the City Employee may terminate his or her agreement with Amethyst Holdings Ltd. with one full calendar month notice; termination is effective on the last day of the calendar month. Termination can be executed in writing and delivered in person or mailed to: Amethyst Holdings Ltd., #106-70 Garry Street, Winnipeg, Manitoba R3C 3J9 or by phone at 956-2806. The stall number, name and customer identification number must be quoted in the written notice or voice mail to confirm the rent renewal or to receive the fob deposit upon termination. If a City Employee is in breach of this agreement, Amethyst Holdings Ltd. reserves the right, without notice, to suspend or cancel that City Employee's parking privileges, present and/or in the future. Amethyst Holdings Ltd. may also tow the City Employee's vehicle at the City Employee's expense expense in the event the parking privileges are suspended or cancelled and a reactivation fee may also be charged.
Unrented spots:	Amethyst Holdings Ltd. reserves the right to rent to non-City Employees whenever there are less than 40 stalls rented by City Employees but will return stalls rented to non-City Employees to the stall pool for City Employees identified in this agreement within two calendar months notice of a new City Employee applying for a parking stall.
Taxes:	Amethyst Holdings Ltd. is responsible for all taxes including municipal taxes, school taxes, local improvements, license fees, business tax.

Cancellation:	Upon ninety (90) days written notice by The City.
Insurance:	Amethyst Holdings Ltd. shall maintain adequate levels of commercial general liability insurance during the term of the agreement. Evidence shall be provided to the City upon request.
Conditions:	Amethyst Holdings Ltd. shall maintain, at its own expense, the Parking Area in a safe, clean and tidy condition.
	Amethyst Holdings Ltd. is to pay all operating costs including hydro costs related thereto.
	The City of Winnipeg acknowledges and agrees that Amethyst Holdings Ltd. has made no representation, warranties or guarantees of any nature or kind whatsoever as to the quality, condition or suitability of the Subject Lands for any use or purpose, nor as to any environmental conditions which may exist. City of Winnipeg Employees take the Parking Area on an "as is" basis.
	City Employees are not to assign or sub-let or part with possession of all or any part of the Subject Lands without first obtaining the prior written consent of Amethyst Holdings Ltd.
	Amethyst Holdings Ltd. and the City of Winnipeg are not responsible for any loss or damage to any vehicles or contents.
	This Agreement may not be assigned without the written consent of the other party which consent may not be reasonably withheld.
	This agreement shall run with the Subject Lands and the Amethyst Holdings Ltd.'s Adjoining Lands and shall bind Amethyst Holdings Ltd., its successors and assigns and its successors in title.
	This proposal is subject to final approval by the City of Winnipeg's Council, or its delegated authority.
	The City of Winnipeg and Amethyst Holdings shall enter into a formal agreement embodying the foregoing Terms and Conditions and such other Terms and Conditions as the Director of the Planning, Property and Development Department deems necessary and in form satisfactory to the Director of the Legal Services Department and City Solicitor.

Amethyst Holdings Ltd.

Per: _____ 20/06/11
Date

The City of Winnipeg

Per: _____ _____
Date

AMETHYST HOLDINGS - PARKING AGREEMENT - City of Winnipeg Employees Only
TERMS AND CONDITIONS

THE FOLLOWING TERMS AND CONDITIONS ARE INTEGRAL AND FORM PART OF YOUR MONTHLY PARKING AGREEMENT (the Agreement) WITH AMETHYST HOLDINGS LTD. IF YOU AGREE TO THEM, INITIAL FRONT PAGE AND SIGN THE LAST PAGE.

1. Parking privileges are monthly, for a minimum of three (3) Calendar months. Upon fulfillment of the minimum three month provision, you may terminate this agreement with one full calendar month notice; termination is effective on the last day of the calendar month. Termination can be executed in writing and delivered in person or mailed to: Amethyst Holdings Ltd., #106 – 70 Garry Street, Winnipeg Manitoba (R3C 3J9) or by phone at 956-2806. Your stall #, name and customer id # must be quoted in your written notice or voice mail to confirm your rent renewal or to receive your fob deposit upon termination.

2. Amethyst Holdings may terminate this agreement upon one calendar month's notice. If you are a tenant of 70 Garry Street, you will receive 3 months notice of termination. However if you are in breach of this agreement, Amethyst Holdings Ltd. reserves the right, without notice to you, to suspend or cancel your parking privileges, present and/or in the future. We may also tow your vehicle at your expense. In the event parking privileges are suspended or cancelled, we may charge a reactivation fee.

3. Parking Charges (**and applicable taxes***) are due in advance on the first day of each month. Outstanding amounts are subject to interest at the rate of 2% per month compounded monthly (26.8% per annum). Invalid or returned payments are considered outstanding till valid payments are made plus an administrative fee of $25.00. The administration fee may change from time to time without notice to you.

4. After June 1, 2012, Parking rates are subject to change by Amethyst Holdings Ltd. upon one month notice.

5. Deposits paid for use of a permit or access device will not bear interest, but will be refunded if the permit or device is returned to #106 – 70 Garry Street within 7 days termination of this agreement by either party. Otherwise, deposits are forfeit.

6. Your permit and/or access device (including keys, cards and remote controls) is valid only under the specific terms for your assigned parking stall. Misuse of these items will be considered a breach of this agreement. In the event, more than one person or vehicle is admitted at one time into the parking facility using permit and access devices assigned to you, your parking rights will be revoked immediately and Amethyst Holdings Ltd may issue a violation notice and tow one or more vehicle in addition to any other remedies available to us. In the event of misuse of a permit or access device, Amethyst also reserves the right to charge a daily rate (in addition to the monthly charges).

7. Your license number registered in our data base is associated to your stall and your access device. A mismatch at any time of either license plate or access device to the stall # will result in the vehicle being towed and possible revoking of parking privileges.

8. Permits and access devices remain the property of Amethyst Holdings Ltd. Damaged items will be replaced free of charge if returned to us. Lost or stolen permits or access devices will be replaced upon payment of a new deposit at the then-current rate. The former deposit will be forfeit.

9. Parking charges are for the licensed use of parking space only and are subject to the rights and restrictions associated with your selected monthly parking rate and location.

10. Amethyst Holdings is not responsible for any injury, loss or damage to you, your vehicle or contents.

11. Parking unlicensed or uninsured vehicles, the general storage of vehicles, and the repair of vehicles in the parking facility is prohibited. Vehicles leaking oil or coolant on to the parkade decks (and subsequently into the City storm drains), will be reported to the By Law Enforcement office, City of Winnipeg and assessed costs for the remediation of environmental spills. Amethyst Holdings Ltd. reserves the right to prohibit, upon our sole determination, hazardous vehicles and vehicle contents.

12. Amethyst Holdings Ltd. maintains ownership rights to all of the parking facility, and the right to reassign parking stalls anywhere on the premises with reasonable notice and to refuse parking rights where the company requires the space for any reason.

13. Any additional terms and conditions displayed on the signage on the premises must be observed excepting for the posting of various parking rates which are individually applied. Vehicles must be parked within the boundaries of the marked stalls only.

14. Vehicles parked for the principal purpose of promotional activities or advertising are prohibited.

15. Any power supplied at the parking facility is for engine block heaters only and is provided as a customer service only. Interior car warmers are prohibited from drawing power from power supplies in the parkade. Amethyst Holdings Ltd. is not liable in the event a vehicle fails to start, or for damage arising from the use or malfunction of power receptacles or vehicle block heaters. In the event a fire or electrical damage to the parkade can be sourced to a vehicle, the owner of the vehicle or their insurer will be liable for all costs. Use at your own risk.

16. The following personal information is required and is hereby incorporated into this agreement:

Name: _____

Mailing Address:

_____

Email Address:

_____

Credit Card/Debit Card (Indicate which) for pre authorized payments: _____

Vehicle Make: _____ **Model:** _____

License Plate # _____ **Color:** _____

You consent to the collection, and use of your personal information for the purpose of facilitating parking transactions, the provision and tracking of permit and access devices, and to be able to identify and communicate with you. You further consent to our disclosure of the above information to our agents for the purpose of maintaining accounts and to any subsequent owner of 70 Garry Street or portion thereof.
Amethyst Holdings and the agent's privy to this information will comply with applicable privacy laws and to protect and maintain the confidentiality of your personal information.

General

17. Unless you are the administrator of a group or corporate account or agreed to by us in writing, you may not assign, transfer or sublicense this agreement. Name changes in the name of the account holder are prohibited unless they are are supported by presentation of proper identification agreed to by us.

18. Amethyst Holdings may change these terms and conditions from time to time and will record the date when written or electronic changes to this agreement are provided to you in either written or electronic form.

19. Amethyst Holdings reserves the right to rent to non City employees whenever there are vacant spaces but will provide parking spaces (to a maximum of 40 City of Winnipeg employees at any one time) within one calendar month notice from a prospective City of Winnipeg Employee wanting to obtain a parking space.

I agree to the preceding terms and conditions:

_____ _____

Print Name *Signature*

Rent Rate: Monthly Restricted 6:30AM – 7:00PM Monday to Friday $100.00 + tax =_____Rate valid to July 1/2012 (GST amount is applicable)_

Stall # _____ Deposit Amount _____ Remote #

Date Rental Commenced Date Notice of Termination Given

Revised 20/06/11