PROPOSED TERMS AND CONDITIONS FOR A LEASE AGREEMENT TO ALLOW FOR THE USE OF A PORTION OF CITY PROPERTY FOR THE PURPOSE OF DEVELOPING, MAINTAINING AND USING/OPERATING AN OUTDOOR FIFA REGULATION ILLUMINATED ARTIFICIAL TURF PITCH

Use:

1. For the purpose of Development, Maintenance and Use/Operation of an Outdoor FIFA regulation illuminated artificial turf pitch (hereinafter referred to as the "outdoor soccer pitch") only and not for any other purpose except with the prior written consent of the City.

Lessor:

2. The City of Winnipeg (hereinafter referred to as the "City")

Lessee:

3. Winnipeg Soccer Federation Inc.
(hereinafter referred to as the "Lessee")

Leased Area:

4. A portion of City-owned lands as shown on the attached Miscellaneous Plan 14748 identified as "Leased Area" and hereinafter referred to as the "Lands".

4A. The Lessee and its users of the outdoor soccer pitch shall have access and parking from Keewatin Street (the parking lot at the adjacent hockey arena and Tyndall Avenue).

Term:

5. A fifty year term, commencing the first day of the month following approval of the funding agreement and the Lease Agreement (as defined below) by Council or its delegated authority.

Rent:

6. $1.00 per annum plus GST payable on the commencement date and the anniversary of the commencement date in each year of the Term thereafter.

Renewal:

7. Three (3) ten (10) year options to renew on the same terms and conditions.

Admin Fee:

8. Annual fee of $250.00 plus GST payable on the commencement date and the anniversary of the commencement date in each year of the Term thereafter.

Taxes:

9. Subject to a successful application pursuant to item 10 below, the Lessee is responsible for all realty taxes, municipal taxes, school taxes, local improvements, license fees, business tax, etc. which may be charged in respect of the use and occupation of the Lands.

10. The Lessee is entitled to make application to the City pursuant to the provisions of The Municipal Assessment Act of Manitoba and City of Winnipeg Community Groups Occupying City-Owned Facilities By-law No. 89/2005, and if the criteria set forth in the By-law are met and

such application is granted and the resulting proposed amendment to the herein mentioned By-law No. 89/2005 is approved, the Lands will be exempt from real property taxes and school taxes levied by the City as of the date of such By-law amendment approval. In the event that such exemption is granted and the Lands lose their exemption thereafter from real property taxes and/or school taxes levied by the City, the Lessee shall, in accordance with the provisions of paragraph 9, pay such real property taxes and/or school taxes levied by the City which are no longer exempt.

Other Fees, Licenses, Taxes etc:

11. All other license fees, business tax, levies, etc. which may be charged in respect of the use and occupation of the Lands.

Insurance:

12. The Lessee shall purchase and keep in force during the full term of the Lease Agreement the following insurance coverage:

13. Commercial general liability insurance in the amount of at least five million dollars ($5,000,000) per occurrence, such liability policy to include the City of Winnipeg as an additional insured and contain evidence of a cross liability clause, products and completed operations, tenant's legal liability and contractual liability with no exclusion for participants and spectators;

14. Automobile liability insurance for owned and non-owned automobiles used for or in connection with the Lease in the amount of at least two million dollars ($2,000,000.00) to remain in place at all times during the full term of the Lease Agreement; such insurance may be met through the commercial general liability cover where applicable;

15. All policies to be taken out with insurers licensed to and carrying on business in the Province of Manitoba;

16. Deductibles shall be borne by the Lessee;

17. The Lessee shall not cancel, or cause any such policy or policies to lapse without a minimum thirty (30) days prior written notice to the City of Winnipeg;

18. The Lessee shall provide written notice to the City of any material changes to their policies within thirty (30) days of the change taking effect;

19. The Lessee shall file with the City an annual Certificate of Insurance in a form satisfactory to the City Solicitor;

20. 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

Lease and for any subsequent renewals thereof, provided that the City shall give the Lessee reasonable notice and shall request reasonable change.

21. The Lessee shall ensure that any contractor and/or sub- contractor hired to perform the development and maintenance of the outdoor soccer pitch shall provide and maintain the following insurance coverage at all times;

    - Commercial general liability insurance in the amount of at least five million dollars ($5,000,000) inclusive, with The City of Winnipeg to be added as an additional insured, cross liability clause, contractual liability, unlicensed motor vehicle liability, non-owned automobile and products and completed operations cover to remain in place at all times during the performance of the project;

    - Builder's Risk insurance for 100% of the total project cost plus 100% with the Tenant and City added as a Named Insured;

    - Automobile liability insurance for owned automobiles used for or in connection with the Work in the amount of at least two million dollars ($2,000,000) to be in place at all times during the performance of the work;

22. All policies to be taken out with insurers licensed to and carrying on business in the Province of Manitoba

    (i) Deductibles shall be borne by the contractor and/or sub-contractor ;

    (ii) The contractor and/or sub-contractor shall not cancel, materially change or cause any such policies to lapse without a minimum of thirty (30) days prior written notice to the City of Winnipeg;

    (iii) The contractor and/or sub-contractor shall file with the City a certificate of insurance in a form satisfactory for the City Solicitor;

Cancellation:

23. The City shall have the right to cancel the Lease Agreement at any time, upon providing not less than twenty (20) months' notice in writing to the Lessee, provided that if the City exercises its right of cancellation pursuant to this clause, the City shall pay to the Lessee, upon termination of the Lease Agreement, an amount equal to the amount that the City and the Lessee agree will be the cost of constructing a similar facility at another location within the City of

Winnipeg. In the event that the parties fail to agree upon such amount by the date that is ninety (90) days prior to the proposed early termination date, then such dispute will be referred to binding arbitration.

The Lessee shall have the right to terminate the Lease Agreement upon providing at least twenty (20) months' notice in writing.

Default:

24. In the event of the Lessee not complying with the terms and conditions contained in the Lease Agreement and such default continues for a period of thirty (30) days after written notice to remedy such default, the Lease Agreement is subject to immediate cancellation by the City's CAO or Delegate if the Lessee has not then begun to diligently remedy such default. This will not apply to circumstances of unavoidable delay if the City, acting reasonably, agrees that such delay was unavoidable.

Termination:

25. Upon termination or cancellation of the Lease Agreement pursuant to the terms thereof, the Lessee shall remove its personal property from the Lands and leave same in a condition satisfactory to the City's CAO or Delegate, acting reasonably. Should the Lessee default in so doing the City may remove the Lessee's personal property at the sole risk and expense of the Lessee.

26. Notwithstanding the forfeiture or termination of the Lease Agreement in any manner herein provided for, the Lessee shall be and remain liable to the City for all payments due and obligations and liabilities 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 on the part of the Lessee to be observed and performed upon and after the said termination.

Assignment or Sub-let:

27. The Lessee is not to assign or sub-let or part with possession of all or any part of the Lands without the Lessee first obtaining the prior written consent of the City's CAO or Delegate.

Signage:

28. The Lessee shall not paint, display, inscribe, place or affix any sign, symbol, notice or lettering of any kind anywhere on the Lands unrelated to the operation of a soccer pitch, without the prior written approval of the City as to design, size and location, which approval the City may, in its absolute, sole and uncontrolled discretion withhold.

28A. The naming rights to the outdoor pitch and other operations or structures must comply with the Sponsor Winnipeg policy and are subject to the prior approval in writing of the City's CAO or Delegate.

28B. The Lessee shall be permitted to place advertising on the Lands which complies with the Canadian Code of Advertising Standards and retain

all revenue generated from such advertising.

Lessee Improvements:

29. Upon completion of the construction of the outdoor soccer pitch, the Lessee will not erect or permit the erection of any other building or structure whatsoever on the Lands, nor make any other excavation therein or improvement thereon, without the written approval of the City's CAO or Delegate.

30. Subject to finalization of funding agreements, all Lessee improvements to be performed at the sole cost, expense and effort of the Lessee, subject to prior written approval by the City's CAO or Delegate.

31. All leasehold improvements upon the Lands shall immediately become the property of the City upon completion of construction unless otherwise stipulated by the City.

32. No permanent structures are permitted above the Public Utilities

Operating Costs:

33. Unless otherwise specified herein, the Lessee is to pay all operating costs, including but not limited to: (a) the cost of all utilities, including electricity, water and gas, consumed on the Lands; (b) the cost of cleaning, maintaining and servicing the Lands, including snow removal, garbage and waste collection and disposal; and (c) the cost of policing and supervising the Lands.

Development, Maintenance and Repairs:

34. Subject to finalization of funding agreements, the development of the Lands including the outdoor soccer pitch will be performed at the sole cost, expense and effort of the Lessee, including, but not limited to, obtaining all permits required to develop, occupy and utilize the Lands for its intended use.

35. The maintenance of the Lands including the outdoor soccer pitch will be performed at the sole cost, expense and effort of the Lessee.

36. The Lessee shall maintain at its own expense the Lands including the outdoor soccer pitch in a safe, clean and tidy condition to the satisfaction of the City.

37. In the event that the Lands and/or the outdoor soccer pitch require repair, the Lessee shall perform at its sole cost, expense and effort required repairs within thirty (30) days of written notice provided by the City. The Lessee though shall not have any responsibility to remedy or repair any pre-existing environmental conditions.

38. Lessee shall be responsible and pay for all maintenance and repairs, including capital repairs of the outdoor soccer pitch and any other improvements on the Lands (for which a capital reserve fund shall be

established by the Lessee through annual reserve contributions). In addition, upon reasonable notice from the City, the Lessee shall conduct any and all reasonable repairs to the Lands including outdoor soccer pitch required including those caused by vandalism, or by the negligence of the Lessee, its servants, employees, invitees and/or agents (except those due to normal wear and tear); and all such repairs shall be made at the sole effort, cost and expense of the Lessee; and all work in respect thereto shall be performed by the Lessee and/or its designated contractor and shall be performed by the Lessee and/or its designated contractor in a good and workmanlike manner.

City's Access:

39. The City shall have the right of access to the Lands including the outdoor soccer pitch at any time (24 hours a day, seven days a week) by its employees or other persons acting with authorization, with or without equipment:

    - To view the state of repair of the Lands including the outdoor soccer pitch and the Lessee shall repair according to notice in writing given by the City. If the Lessee fails to repair according to the notice, the City may do such work at the sole cost and expense of the Lessee,

    - For the purpose of maintaining or repairing its utilities in or near to the Lands at any time with or without equipment, for the purpose of renewing, altering or repairing its facilities including the right to exclude all others for as long as may be necessary to carry out such work, or

    - For any other purpose.

Special Conditions:

40. All utilities be permitted to enter the Lands including the outdoor soccer pitch for maintenance, repair or installation of services at anytime without notice to the Lessee and that any removal or relocation of existing facilities as a result of the proposed applicant will be at the expense of the Lessee. Prior to any digging or excavation, Manitoba Hydro and/or Centra Gas Manitoba Inc. advise the Lessee contact the Call-Before-You Dig line at 204-480-1212

41. If any removal, relocation or adjustment of existing MTS facilities is required, it will be at the expense of the Lessee. Extreme caution must be used when excavating in the vicinity of MTS buried plant and that the Lessee contact the Buried Plan Location Service at 204-941-7267, 48 hours prior to excavation for further confirmation in the field.

Special Conditions:

42. The Lessee takes the Lands on an "as is" basis.

43. The Lessee acknowledges and agrees that it is intended that, except as

expressly set out herein, the Lease Agreement shall be an absolutely net and carefree lease to the City.

44. The Lessee shall submit financial information annually and no later than 120 days after its fiscal year end each year to the City in a form deemed acceptable by the City.

45. The Lessee acknowledges and agrees that the City has made no representation, warranties or guarantees of any nature or kind whatsoever as to the quality, conditions or suitability of the Lands for any use or purpose, nor as to any environmental conditions which may exist.

46. Upon the City providing at least ninety (90) days' notice in writing, the Lessee shall provide the City access to the outdoor soccer pitch for local, provincial, national and international sporting events upon terms and conditions to be negotiated between the City and the Lessee.

47. The Lessee shall comply with all applicable laws, by-laws and regulations of any federal, provincial or municipal or other applicable authority.

48. The Lessee shall not file any caveat or other encumbrance against the Lands without City approval.

49. The Lessee shall release, indemnify and save the City harmless from and against any and all claims for damages or injuries, including death, that may arise from the use of the Lands by the Lessee or those permitted to use the Lands by the Lessee. This provision shall survive any termination, cancellation or expiration of the Lease Agreement.

50. The Lessee shall not release into the environment, or deposit, discharge, place or dispose of, at on, or near the premises and/or adjoining City land, any dangerous goods as that term is defined in The Dangerous Goods Handling and Transportation Act, R.S.M. 1987, c.D12, as amended, replaced or substituted from time to time.

51. A default by the Lessee of any of the terms of any funding agreement with the City for this project shall be a default under the Lease Agreement referred to herein.

52. The Lessee shall enter into a formal agreement with the City embodying the foregoing Proposed Terms and Conditions and such other Terms and Conditions as the CAO or Delegate and City Solicitor/Director of Legal Services deem necessary and in a form satisfactory to the City Solicitor/Director of Legal Services.

53. **The proposed terms and conditions of the proposed Lease Agreement are subject to the final approval of the City's Standing Committees and Council and to the City Solicitor/Director of Legal Services as to form and content.**

Winnipeg Soccer Federation Inc. hereby agrees to enter into a lease agreement (the "Lease Agreement") with the City of Winnipeg for the use of the property identified as "Leased Area" on the attached Misc. Plan No. 14748 (Schedule "A") and in accordance with the proposed terms and conditions as outlined herein.

Winnipeg Soccer Federation Inc.

Per: _____ November 19, 2014

Name: PETER MUIR - CHAIR Date

I am/We are authorized to bind the Corporation

_____

WITNESS Diane Stoesz.

Name:

Address: 200 - 40 LAKEWOOD WPG

_____ NOV. 19/2014

DEVON KASHTON, PRESIDENT.

_____

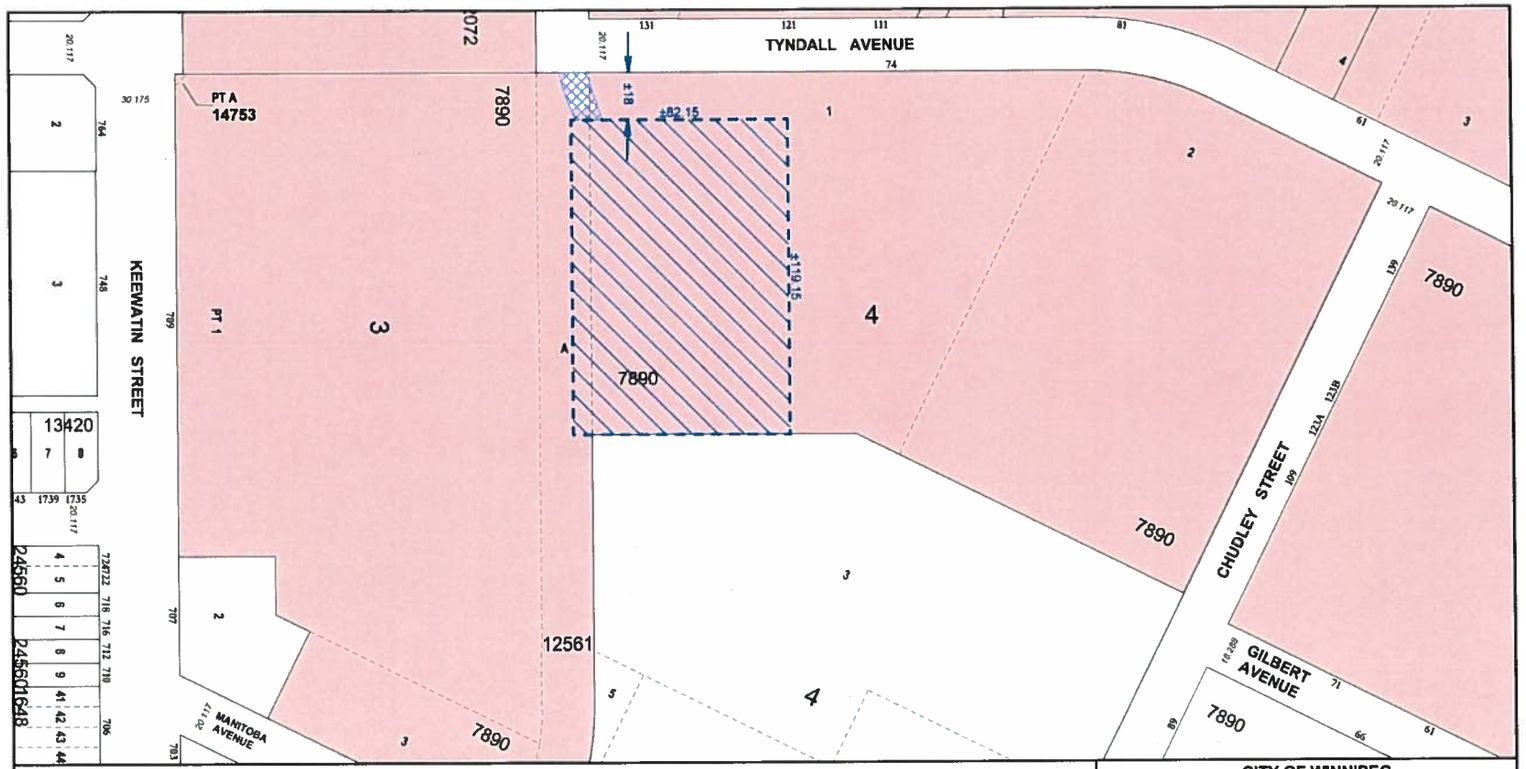
WITNESS

NAME: BARB MCTAVISH

ADDRESS: 231-500 Cathcart St

WPG, MB R3R 3V6

SCHEDULE A



Date: 2014-SEPT-15
District: LSWK
File: 2557 V2
Scale: 1:2000
Requested by: MH
Drawn by: MS
Reference Dwg No.: N/A

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.

LEASE AREA: ±9,794.6 m² (±105,430 ft²)

CITY OWNED PROPERTY

CONSTRUCTION ACCESS

N W E S

CITY OF WINNIPEG
PLANNING, PROPERTY AND DEVELOPMENT DEPARTMENT
LAND INFORMATION & MAPPING SERVICES

MISC. PLAN NO. 14748