Minutes - Executive Policy Committee - December 10, 2003

Minute No. 96
Report - Standing Policy Committee on Property and Development - December 4, 2003

Item No. 7 Sale of City Property adjoining 445/451 Watt Street
File FI-2.4(33)

EXECUTIVE POLICY COMMITTEE RECOMMENDATION:

The Executive Policy Committee concurred in the recommendation of the Standing Policy Committee on Property and Development and recommends to Council:

1. That the "Subject City Property" shown on Misc. Plan No. 11369/1 be declared surplus to the requirements of the City.

2. That the Offer to Purchase the "Subject City Property" (shown as Parcel A on Misc. Plan 11369/1) from Grace Huynh at a price of $323.00, and in accordance with the "Offer to Purchase", be approved.

3. That the Offer to Purchase the "Subject City Property" (shown as Parcel B on Misc. Plan 11369/1) from Andrew Arumugam at a price of $1,324.00, and in accordance with the "Offer to Purchase", be approved.

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

Minutes - Executive Policy Committee - December 10, 2003

Report - Standing Policy Committee on Property and Development - December 4, 2003

DECISION MAKING HISTORY:

Moved by Councillor Vandal,

That the recommendation of the Standing Policy Committee on Property and Development be concurred in and forwarded to Council.

Carried

STANDING COMMITTEE RECOMMENDATION:

On December 4, 2003, the Standing Policy Committee on Property and Development concurred in the administrative recommendation and submitted the matter to the Executive Policy Committee and Council.

Re: Proposed Sale of City Property adjoining 445/451 Watt Street
East Kildonan-Transcona Community
Elmwood Ward

For submission to: Standing Policy Committee on Property and Development

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

Report date: November 26, 2003

Recommendation(s):

1. That the "Subject City Property" as shown on the attached Misc. Plan No. 11369/1 be declared surplus to the requirements of the City.
2. That, subject to the approval of Recommendation No. 1, that the Offer to Purchase the "Subject City Property" (shown as Parcel A on the attached Misc. Plan 11369/1) from Grace Huynh at a price of $323.00, and in accordance with the attached "Offer to Purchase", be approved.
3. That, subject to the approval of Recommendation No. 1, that the Offer to Purchase the "Subject City Property" (shown as Parcel B on the attached Misc. Plan 11369/1) from Andrew Arumugam at a price of $1,324.00, and in accordance with the attached "Offer to Purchase", be approved.
4. That the Proper Officers of the City be authorized to do all things necessary to implement the intent of the foregoing.

REPORT SUMMARY

Key Issues:

- The Subject City Property had been retained for a possible opening of a public lane. As it has now been determined that a public lane is not possible at this location, the city-owned land can be declared surplus for sale to the adjoining property owners
- The Planning, Property and Development Department is advising that negotiations with the adjoining owners have been completed. The Department is, by this report, recommending the sale of the subject city-owned properties in accordance with the terms and conditions as negotiated.

Implications of the Recommendation(s):

General implications:

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

Comment(s):

-

Policy implications:

X	**No**
	Yes

Comment(s):

-

Environmental implications:

X	**No**
	Yes

Comment(s):

- The Real Estate Division has not carried out an Environmental Site Assessment of the subject property. The Purchaser will have the ability to conduct this investigation pursuant to the proposed terms of sale.

Human resources implications:

X	**No**
	Yes

Comment(s):

-

Financial implications:

X	**Within approved current and/or capital budget**
	Current and/or capital budget adjustment required

Comment(s):

-

REASON FOR THE REPORT:

In accordance with City Policy, properties acquired or used for a civic purpose and that are now to be sold must be declared surplus by Council. Also, the Standing Policy Committee on Property and Development shall finalize all sales, including terms and conditions, for which the Director of the Planning, Property and Development Department has no authority. By this Report, the Department is seeking the approval of the Committee to the proposed terms and conditions of sale.

HISTORY:

The "Subject City Properties" are identified as Parcels A and B on the attached Misc. Plan No. 11369/1.

Prior to 1987 the former Works and Operations Department had attempted on several occasions to have the said property opened as a public lane in order to allow the properties fronting on Watt Street legal access to the rear of their holdings. These attempts were unsuccessful.

In 1987, the then owner of 445 Watt Street applied to purchase the subject City property but the Works and Operations Department objected as there was still an intent to open the property as a public lane. As an alternative, it was suggested that the property be leased to the adjoining owners. The then owners of 447 and 451 Watt Street were agreeable and entered into lease agreements with the City for "landscaping and maintenance purposes" and continued to do so for several years. These leases expired in 1992. The owner of 445 Watt Street was not interested in a lease.

Pursuant to a request from the current owner of 451 Watt Street, Grace Huynh, the Public Works Department reviewed its requirements and has withdrawn its objections to a sale, subject to the lands being consolidated with the adjoining holdings and access to the property being along the frontage of "Parcel A" on Washington Avenue.

The owner of 445 Watt Street was contacted. He advised that he has access to his property directly from the east/west public lane to the south, and, that he has sufficient parking on his own property. This owner advised that he would only be interested in the City's property if he could build upon it. It is not possible to build on "Parcel B" as the current owner of 447 Watt Street, Andrew Arumugam, would require a right-of-way over the property for his access purposes. Consequently the only solution to the disposition of the property was to negotiate a sale of the subject city properties to only Mrs. Huynh (451 Watt Street) and to Mr. Arumugam (447 Watt Street). These two owners each live in apartments over their respective businesses and have only street parking available to them.

Pursuant to discussions with the appropriate Departments, it was determined that, with the acquisition of that portion of the lane shown as Parcel B on the aforementioned sketch, Mr. Arumugam (447 Watt Street) will now have sufficient area at the rear of his property to allow for

parking. Mrs. Huynh (451 Watt Street) will have direct access to Washington Avenue and will forego any continuing right to cross Parcel "B".

The East Kildonan-Transcona Community Committee considered the matter at its meeting held on April 22, 2003 and had no objection to the proposed sale.

The Purchaser's have now returned completed Offers to Purchases, the particulars of which are, in brief, as follows:

1.	Location:	South of Washington Avenue, East of Watt Street
	Legal Description:	Part Lot 19, Plan 30624 (Parcel A on Misc. Plan No. 11369/1)
	Size:	4.877m x 5.852m (16 ft. x 19.2 ft. = 307.2 sq. ft.)
	Zoning:	"R1" Single-family Residential
	Roll No.:	02 040583500
	Certificate of Title:	1345961
	Assessed Value:	$1,705.00 (Apportioned – 2004)
	Appraised Market Value Range:	$0.90 to $1.05/sq. ft.
	Price Offered:	$323.00 ($1.05/sq. ft.)
	Applicant:	Grace Huynh 451 Watt Street
	Terms:	$320.00 cheque, deposited
	Balance Due:	30 days from date of approval of the Offer by the City
	Adjustments:	Date of approval of the Offer by the City
	Purpose:	To allow for a parking area
2.	Location:	South of Washington Avenue, East of Watt Street
	Legal Description:	Part Lot 19, Plan 30624 (Parcel B on Misc. Plan No. 11369/1)
	Size:	4.877m x 24m (16 ft. x 78.8 ft. = 1260.8 sq. ft.)
	Zoning:	"R1" Single-family Residential
	Roll No.:	02 040583500
	Certificate of Title:	1345961
	Assessed Value: Appraised Market:	$6,997.00 (Apportioned – 2004)
	Value Range:	$0.90 to $1.05/sq. ft.
	Price Offered:	$1,324.00 ($1.05/sq. ft.)
	Applicant:	Andrew Arumugam 447 Watt Street
	Terms:	$198.00, being 15% of the purchase price, deposited
	Balance Due:	30 days from date of approval of the Offer by the City
	Adjustments:	Date of approval of the Offer by the City
	Purpose:	To allow for a parking area

Other terms and conditions of sale, as established by the Department, are as outlined on the attached offers.

The proposed sale prices are supported by an internal appraisal as conducted by the Department and reflects the need to retain easements in favour of the utilities, a subdivision, rezoning, fencing and paving. As such, the proposed terms and conditions of the sale are acceptable to the Planning, Property and Development Department.

DISCUSSION:

This is a particularly difficult property to deal with due to its narrow width and access and vehicle parking problems involving each of the adjoining Watt Street property owners.

The purchase of the property will necessitate a subdivision and rezoning. As well, a wood fence will have to be constructed along the east property line of Parcels A and B, abutting 508 Washington Avenue, and the parking areas will have to be paved. Both purchasers have agreed to share these costs on a proportionate basis.

The Department recommends that the subject property be declared surplus and that the proposed sales be approved for the following reasons:

a) the property is not developable on its own;

b) due to the size and shape, this property is not marketable to anyone other than the adjoining owners;

c) the property would be on the tax roll at the closing of the sale;

d) the applicants will be responsible for the subdivision and rezoning costs and the preparation of any necessary easement plans;

e) should this proposed sale not be approved there is, at this time, a high degree of probability that a purchaser other than the applicants will not be found. If an alternate purchaser is indeed found, there is no guarantee that a price can be negotiated that will exceed the price which is currently offered;

f) the sale would alleviate parking and access problems for the applicants;

g) the sale will eliminate the liability for the City associated with holding this parcel of vacant land.

The net sale proceeds of the subject sale will be credited to the Land Operating Reserve Account.

Financial Impact Statement

Date: November 24,2003

Project Name:

Proposed Sale of City Property adjoining 445/451 Watt Street

First Year of Program 2004

	2004	2005	2006	2007	2008
Capital					
Capital Expenditures Required	$ -	$ -	$ -	$ -	$ -
Less: Existing Budgeted Costs	-	-	-	-	-
Additional Capital Budget Required	$ -	$ -	$ -	$ -	$ -
Funding Sources:					
Debt - Internal	$ -	$ -	$ -	$ -	$ -
External	-	-	-	-	-
Grants (Identify)	-	-	-	-	-
Reserves, Equity, Surplus, Other	-	-	-	-	-
Total Funding	$ -	$ -	$ -	$ -	$ -
Total Additional Capital Budget Required	$ -				
Total Additional Debt Required	$ -				
Current Expenditures/Revenues					
Direct Costs	$ -	$ -	$ -	$ -	$ -
Less: Incremental Revenue/Recovery	1,731	168	168	168	168
Net Cost/(Benefit)	$ (1,731)	$ (168)	$ (168)	$ (168)	$ (168)
Less: Existing Budget Amounts	(1,731)	(168)	(168)	(168)	(168)
Net Budget Adjustment Required	$ -	$ -	$ -	$ -	$ -

Additional Comments:

The figure of $1,731.00 in 2004 includes both the purchase price and the estimated municipal tax recovery in 2004. Based upon a projected closing date of June 30, 2004, $84.00 will be collected in 2004 in municipal realty taxes. Recoveries of $168.00 in years 2005 through 2008 represent municipal realty taxes the City will receive and assumes no increases in the assessed value of the subject property nor any change to the current Municipal Mill Rate. There are no other financial implications as all costs connected with the conveyance will be the responsibility of the Purchaser

"Original signed by"
Gord Courage, Manager
Support Services Division

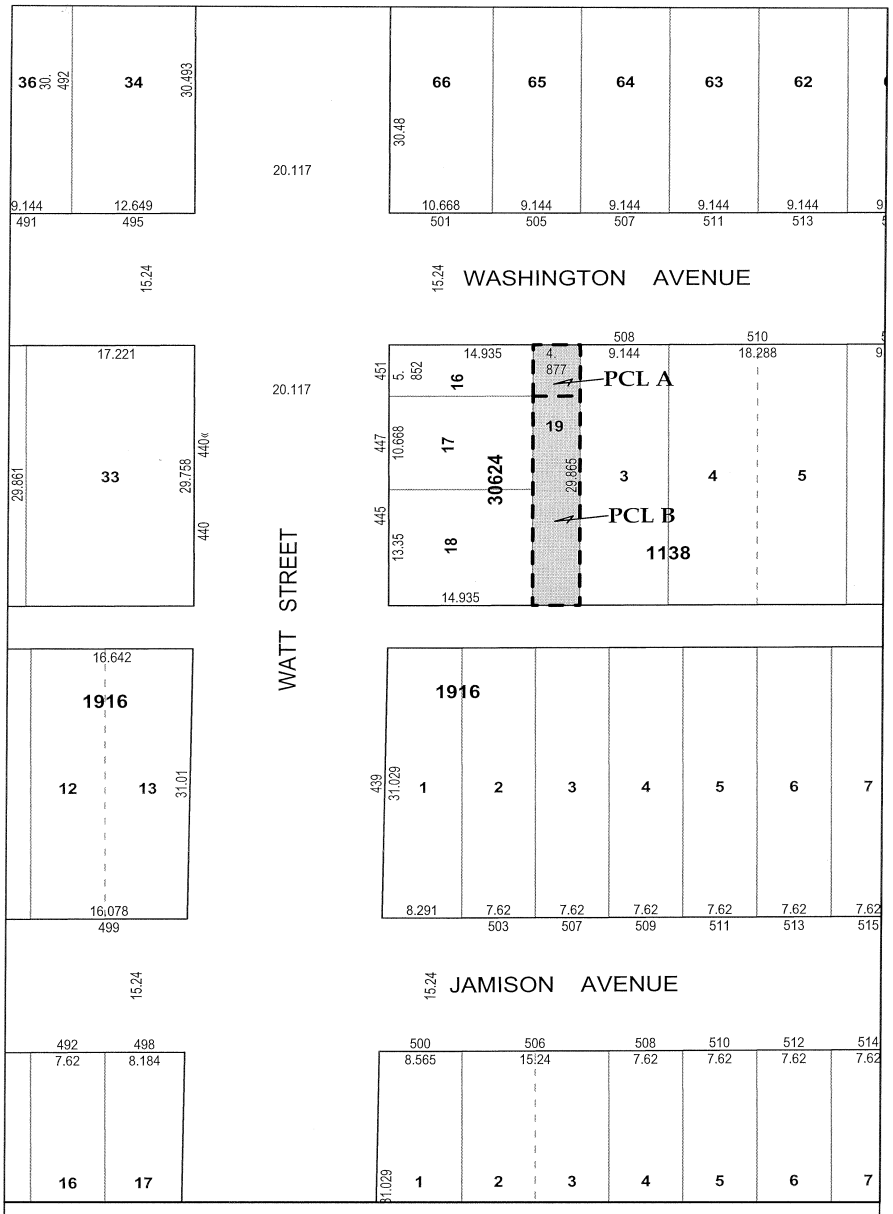
IN PREPARING THIS REPORT, THERE WAS CONSULTATION WITH AND CONCURRENCE BY:

No consultation was required in the preparation of this report.

THIS REPORT SUBMITTED BY:

Planning, Property and Development Department
Division: Real Estate
Prepared by: Pat Henry
PPD File #: 4952

Document name: o:\reports directive\real estate\sales\(dph)watt.doc


WASHINGTON AVENUE
WATT STREET
JAMISON AVENUE
PCL A
PCL B
30624
1138
1916
20.117
15.24
Subject City Properties:
Parcel A, Area = 28.5 m. (307.2 sq.ft.)
Parcel B, Area = 117.1 m. (1260.8 sq.ft.)
Date: 2003-MAR-11
District: EKT
File: 4952
Scale: 1:500
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. 11369/1

OFFER TO PURCHASE

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

Part Lot 19, Plan 30624 shown as Parcel B on Misc. Plan No. 11369/1 (hereinafter called the "lands")

for the sum of $1,324.00 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 $198.60, and represents an amount equal to fifteen (15%) percent of the purchase price which the Purchaser tenders by way of deposit, and which sum shall be applied to the purchase price if the sale is approved by the City's Standing Policy Committee on Property and Development and/or City Council (in the event that Council approval is required) and/or its delegated authority. The Purchaser agrees to pay the balance of the purchase price, interest and adjustments within a period of thirty (30) days from date of the approval of the sale by the City's Standing Policy Committee on Property and Development and/or City Council (in the event that Council approval is required) and/or its delegated authority (the Date of Approval).

(2) If the Purchaser fails to pay the balance of the purchase monies and adjustments within thirty (30) days as in sub-clause (1) above provided, the City may, at its option, cancel the sale and retain the deposit as liquidated damages.

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

(2) Date of closing shall be sixty-one (61) days following the date of adjustments.

(3) The Purchaser agrees to pay as an adjustment an amount equal to the total of such taxes, rates and charges which would have been levied or charged against the lands as though the lands had been entered on the assessment rolls of the City as privately-owned and subject to taxation, which adjustments shall be calculated from the date of adjustments to and including the last day of the current taxation year.

(4) The Purchaser shall pay interest in lawful money of Canada on all monies remaining outstanding and payable to the City as of the date of adjustments plus one (1%) percent, computed from the date of adjustments to and including the date all such monies and interest as aforesaid have been fully paid to the City.

3. (1) The Purchaser agrees to pay to the City all Goods and Services Tax applicable on the sale of the lands or, if the Purchaser is a registrant under the Goods and Services legislation, the Purchaser shall advise the City in writing of its registration number. The

Goods and Services Tax is to be paid, or the registration number provided, to the City within ten (10) days from date of notice of the approval of the sale by the City.

(2) If the Purchaser fails to pay the Goods and Services Tax or fails to provide its registration number as prescribed in sub-clause (1) of this Clause, the Purchaser agrees that all of the Purchaser's rights and interests in respect of the lands shall, at the City's sole discretion, be fully ended without notice or any formality and all monies paid to the City by the Purchaser shall be retained by the City free from every claim.

4. The Purchaser will obtain possession of the lands at the Purchaser's own expense.

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

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

7. The Purchaser agrees that in the event the Purchaser, at its sole cost, conducts or causes to be conducted an Environmental Site Assessment of the lands and it is determined as a result thereof that contamination levels exceed Provincial Environmental Standards for the intended use of the lands, and documentation to that effect is produced to the City within sixty (60) days following the Date of Approval, but in any event, prior to closing, the City, at its sole option, shall be entitled to:

(1) take remedial action to bring the contamination levels within the Provincial Environmental Standards, **or,**

(2) cancel the sale and return all monies paid in respect of the proposed sale by the Purchaser to that date.

AND FURTHER, in the event the Purchaser fails to provide such documentation as aforesaid, the Purchaser hereby agrees to complete the purchase as herein contemplated and to indemnify and save harmless the City from and against any and all claims arising from or in any way attributable to the existence of contaminants of any kind whatsoever at, in, or upon the said lands.

8. The Purchaser agrees that the sale of the lands shall be subject to any easement, which may be required by a public utility, including, but not limited to the Manitoba Hydro, Manitoba Telephone System, Centra Gas Manitoba Inc. or The City of Winnipeg, for the construction and/or maintenance of facilities together with the right to enter upon the lands at any time, with or without equipment for said purposes and subject to the owner covenanting not to erect or cause to be erected upon the easement area, any building or structure, without the prior written consent of the public utility or the City of Winnipeg, requiring such easement.

9. In consideration of the sale of the lands by the City to the Purchaser, the Purchaser covenants and agrees as follows:

(1) The Purchaser shall at its sole cost, effort and expense, do all things as are necessary, including but not limited to causing to be prepared and registered at the Winnipeg Land Titles Office, such documentation as may be required to ensure that the lands to be conveyed by the City and the Purchaser's adjoining property legally described as Lot 17, Plan 30624 (hereinafter called the "Purchaser's adjoining property") are consolidated so as to constitute a single and indivisible parcel. The Purchaser does hereby acknowledge that in complying with this obligation it may be required to arrange for the discharge and re-registration of existing encumbrances against the Purchaser's adjoining property.

(2) 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.

(3) To pay the applicable Land Titles Office registration fees and Land Transfer Tax in respect thereto.

10. No commission is payable by the City on the sale of the lands.

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

12. The Purchaser shall reimburse the City, upon request, its share of the costs associated with the preparation of all necessary plans that may be required by the Winnipeg Land Titles Office to facilitate the transfer of the subject land, including the rezoning and subdivision plan required to create Parcels A and B, each to have a Commercial zoning designation, and all plans of easement, if required, to grant any utility rights.

13. The Purchaser acknowledges and is aware that a wooden fence is to be constructed along the south property line of Parcels A and B and that the parking areas will require pavement: all works to be done in accordance with current By-law and zoning requirements, failing which the City will arrange for these works to be done at the Purchasers' expense on a proportionate basis.

14. The Purchaser agrees that the City may register and maintain a caveat against the lands to ensure the performance of the covenants on the part of the Purchaser herein set forth, and the Purchaser agrees to grant and does hereby grant to the City an interest in the lands according to the tenor of this Offer.

15. Upon approval of the sale by the City, the Purchaser agrees to make application to the City Assessor (in form set out in Exhibit "A" attached) to have the Purchaser's name added to the Assessment Roll of the City as the Real Owner in respect of the lands.

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

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

18. 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.

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

_____

Name (Please Print) Address

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

IN WITNESS WHEREOF the Purchaser has signed this document in

_____, _____, this _____ day of _____200_

_____ _____

Witness Purchaser

_____ _____

Witness Purchaser

Location: South side Washington Avenue, East of Watt Street

Size: 4.877m. x 24m. (16 ft. x 78.8 ft.)
Zoning: "R1.3" Single-family Residential

OFFER TO PURCHASE

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

Part Lot 19, Plan 30624 shown as Parcel A on Misc. Plan No. 11369/1

(hereinafter called the "lands")

for the sum of $323.00 cash, and upon the following terms and conditions:

1. Attached to this Offer is the Purchaser's certified cheque payable to "The City of Winnipeg" for the purchase price of the lands.

2. (1) The date for adjustments shall be the date the sale is approved by the City's Standing Policy Committee on Property and Development and/or City Council (in the event that Council approval is required) and/or its delegated authority (Date of Approval).

   (2) Date of closing shall be sixty-one (61) days following the date of adjustments.

   (3) The Purchaser agrees to pay as an adjustment an amount equal to the total of such taxes, rates and charges which would have been levied or charged against the lands as though the lands had been entered on the assessment rolls of the City as privately-owned and subject to taxation, which adjustments shall be calculated from the date of adjustments to and including the last day of the current taxation year.

3. (1) The Purchaser agrees to pay to the City all Goods and Services Tax applicable on the sale of the lands or, if the Purchaser is a registrant under the Goods and Services legislation, the Purchaser shall advise the City in writing of its registration number. The Goods and Services Tax is to be paid, or the registration number provided, to the City within ten (10) days from date of notice of the approval of the sale by the City.

   (2) If the Purchaser fails to pay the Goods and Services Tax or fails to provide its registration number as prescribed in sub-clause (1) of this Clause, the Purchaser agrees that all of the Purchaser's rights and interests in respect of the lands shall, at the City's sole discretion, be fully ended without notice or any formality and all monies paid to the City by the Purchaser shall be retained by the City free from every claim.

4. The Purchaser will obtain possession of the lands at the Purchaser's own expense.

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

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

7. The Purchaser agrees that in the event the Purchaser, at its sole cost, conducts or causes to be conducted an Environmental Site Assessment of the lands and it is determined as a result thereof that contamination levels exceed Provincial Environmental Standards for the intended use of the lands, and documentation to that effect is produced to the City within sixty (60) days following the Date of Approval, but in any event, prior to closing, the City, at its sole option, shall be entitled to:

(1) take remedial action to bring the contamination levels within the Provincial Environmental Standards, **or,**

(2) cancel the sale and return all monies paid in respect of the proposed sale by the Purchaser to that date.

AND FURTHER, in the event the Purchaser fails to provide such documentation as aforesaid, the Purchaser hereby agrees to complete the purchase as herein contemplated and to indemnify and save harmless the City from and against any and all claims arising from or in any way attributable to the existence of contaminants of any kind whatsoever at, in, or upon the said lands.

8. The Purchaser agrees that the sale of the lands shall be subject to any easement, which may be required by a public utility, including, but not limited to the Manitoba Hydro, Manitoba Telephone System, Centra Gas Manitoba Inc. or The City of Winnipeg, for the construction and/or maintenance of facilities together with the right to enter upon the lands at any time, with or without equipment for said purposes and subject to the owner covenanting not to erect or cause to be erected upon the easement area, any building or structure, without the prior written consent of the public utility or the City of Winnipeg, requiring such easement.

9. In consideration of the sale of the lands by the City to the Purchaser, the Purchaser covenants and agrees as follows:

(1) The Purchaser shall at its sole cost, effort and expense, do all things as are necessary, including but not limited to causing to be prepared and registered at the Winnipeg Land Titles Office, such documentation as may be required to ensure that the lands to be conveyed by the City and the Purchaser's adjoining property legally described as Lot 16, Plan 30624 (hereinafter called the "Purchaser's adjoining property") are consolidated so as to constitute a single and indivisible parcel. The Purchaser does hereby acknowledge that in complying with this obligation it may be required to arrange for the discharge and re-registration of existing encumbrances against the Purchaser's adjoining property.

(2) 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.

(3) To pay the applicable Land Titles Office registration fees and Land Transfer Tax in respect thereto.

10. No commission is payable by the City on the sale of the lands.

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

12. The Purchaser shall reimburse the City, upon request, its share of the costs associated with the preparation of all necessary plans that may be required by the Winnipeg Land Titles Office to facilitate the transfer of the subject land, including the rezoning and subdivision plan required to create Parcels A and B, each to have a Commercial zoning designation, and all plans of easement, if required, to grant any utility rights.

13. The Purchaser acknowledges and is aware that a wooden fence is to be constructed along the south property line of Parcels A and B and that the parking areas will require pavement: all works to be done in accordance with current By-law and zoning requirements, failing which the City will arrange for these works to be done at the Purchasers' expense on a proportionate basis.

14. The Purchaser agrees that the City may register and maintain a caveat against the lands to ensure the performance of the covenants on the part of the Purchaser herein set forth, and the Purchaser agrees to grant and does hereby grant to the City an interest in the lands according to the tenor of this Offer.

15. Upon approval of the sale by the City, the Purchaser agrees to make application to the City Assessor (in form set out in Exhibit "A" attached) to have the Purchaser's name added to the Assessment Roll of the City as the Real Owner in respect of the lands.

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

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

18. 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.

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

_____

Name (Please Print) Address

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

IN WITNESS WHEREOF the Purchaser has signed this document in

_____, _____, this _____ day of _____200_

_____ _____

Witness Purchaser

_____ _____

Witness Purchaser

Location: South side Washington Avenue, East of Watt Street

Size: 4.877m. x 5.852m. (16 ft. x 19.2 ft.)

Zoning: "R1.3" Single-family Residential