Minute No. 155
Report - Standing Policy Committee on Property and Development - January 16, 2004

Item No. 14 Closing and Sale of Part of Cottonwood Road, East of Cypress Bay File DAC 19/2001

EXECUTIVE POLICY COMMITTEE RECOMMENDATION:

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

1. That the subject property be declared surplus to the City's requirements.

2. That, subject to Council's enactment of a Closing By-law, the proposed sale of that portion of Cottonwood Road shown as "Proposed Closing" on Misc. Plan No. 11241/1 to Renald and Della Adolphe at a price of $100.00, in accordance with the "Proposed Terms and Conditions", be approved.

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 Property and Development - January 16, 2004

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 January 16, 2004, the Standing Policy Committee on Property and Development concurred in the administrative recommendation with the following amendment, namely:

- That the following clause be added as Recommendation 1:

  1. That the subject property be declared surplus to the City's requirements.

  and the balance of the recommendations be renumbered accordingly,

and submitted the matter to the Executive Policy Committee and Council.

Re: Proposed Closing and Sale of Part of Cottonwood Road, East of Cypress Bay
Riel Community
St. Boniface Ward

For submission to: **Standing Policy Committee on Property and Development**

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

Report date: January 6, 2004

Recommendation(s):

1. That the proposed sale of that portion of Cottonwood Road shown as "Proposed Closing" on the attached Misc. Plan No. 11241/1 to Renald and Della Adolphe at a price of $100.00 and in accordance with the attached "Proposed Terms and Conditions", be approved, subject to Council's enactment of the Road Closing By-Law.
2. 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:

- Renald and Della Adolphe, the owners of the adjacent 45 Cypress Bay, have requested the proposed closing and purchase of the public street shown as "Proposed Closing" on the attached Misc. Plan No. 11241/1 to facilitate the construction of a garage.
- The proposed closing is being processed under DAC 19/01.
- Renald and Della Adolphe have offered to pay to the City the sum of $100.00 being the price (one-half of the full assessed value based on City policy regarding the sale of small parcels of land for consolidation purposes) for the portion of the street to be closed.

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. • Should the Standing Policy Committee on Property and Development approve the sale of the subject city property, the Purchaser will have the ability to conduct this investigation pursuant to the proposed terms of sale. • The City's standard terms and conditions of sale include provisions to protect the City's interests in the event that environmental contamination is discovered.

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:

Negotiations with the applicant have been concluded and, by this Report, the Planning, Property and Development Department is seeking the approval of the Standing Policy Committee on Property and Development to the negotiated terms and conditions of sale.

HISTORY:

The proposed closing is as shown on the attached Misc. Plan No. 11241/1. An application was received from Renald and Della Adolphe, the adjoining owners of 45 Cypress Bay, to close and purchase that portion of the street adjoining their holding. The applicants intend to construct a garage having access onto Cottonwood Road.

The proposal, being processed under DAC 19/01, was circulated to all appropriate City departments and the public utilities. There were no administrative objections to the closing and no easements are required.

DISCUSSION:

The particulars of the street proposed to be closed and sold are summarized as follows:

Location:	North side Cottonwood Road, East of Cypress Bay
Size:	Irregular – 16.7 sq. m. (180 sq. ft.)
Zoning:	"R1-5" Single-family Residential
Assessed Value:	$200.00
Price Offered:	$100.00, (½ assessed value pursuant to City Policy on the sale of small parcels of land).
Applicant:	Renald and Della Adolphe 45 Cypress Bay
Adjustments:	From date of enactment of the By-law

CONCLUSION:

The Planning, Property and Development Department recommends that the proposed terms of sale be approved since they are consistent with other similar transactions and the price is acceptable.

In addition, the Purchaser will be responsible for the following:

1. The Purchaser will pay $250.00 being the full cost of the Closing By-law;
2. The Purchaser will pay the full cost of all necessary closing/easement plans;
3. The Purchaser will pay for all costs to consolidate the title to the subject lands with the title to the Purchaser's adjoining holding.

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

Financial Impact Statement

Date: January 2, 2004

Project Name:

Proposed Closing and Sale of a Part of Cottonwood Road, East of Cypress Bay

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	101	1	1	1	1
Net Cost/(Benefit)	$ (101)	$ (1)	$ (1)	$ (1)	$ (1)
Less: Existing Budget Amounts	(101)	(1)	(1)	(1)	(1)
Net Budget Adjustment Required	$ 0	$ (0)	$ (0)	$ (0)	$ (0)

Additional Comments:

The sum of $ 101.00 in 2004 includes both the purchase price and tax recovery of $1.00 in the first year (assuming passing of the By-law by the end of June 2004), and $1.00 per year thereafter. 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

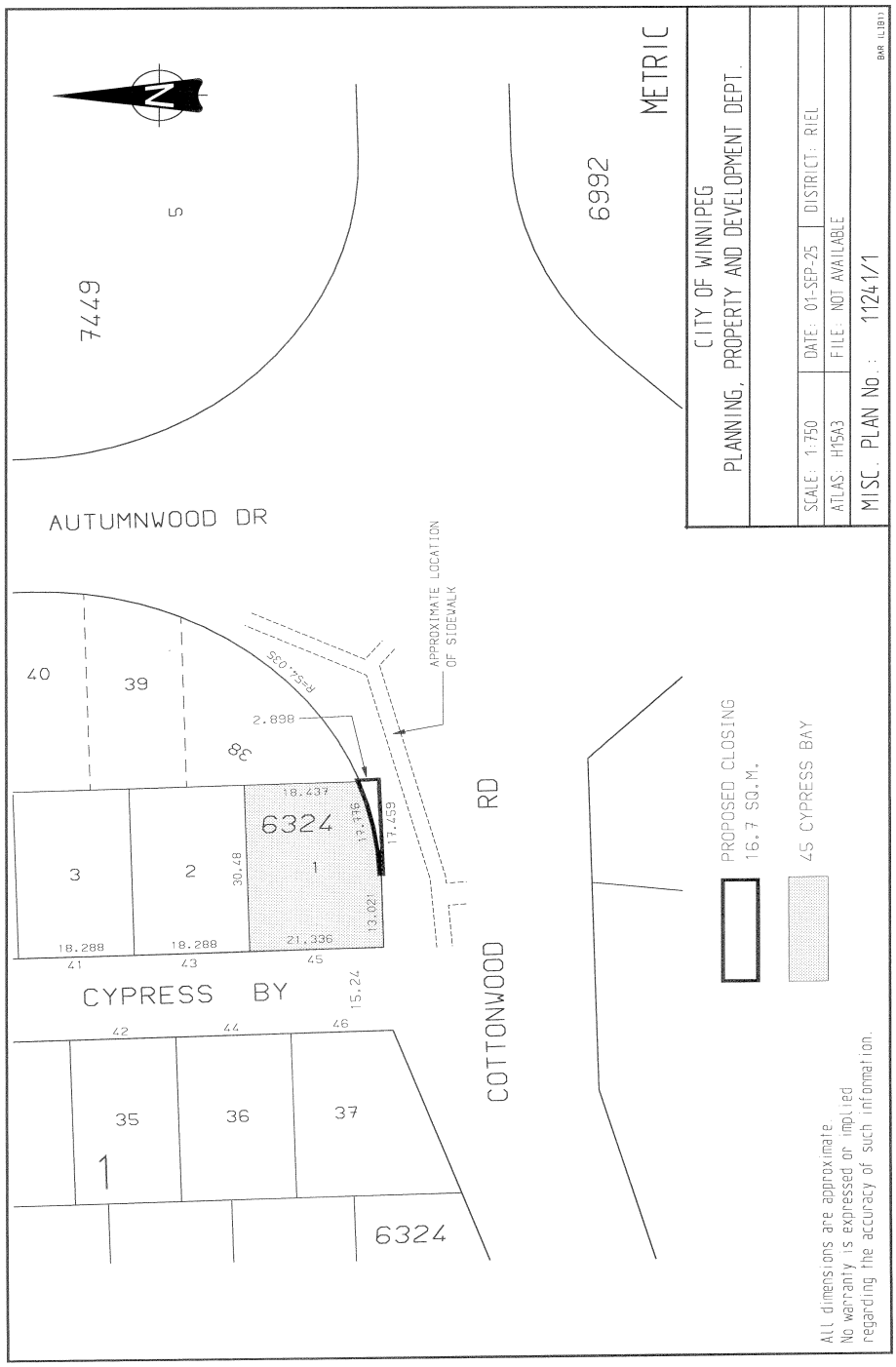
IN PREPARING THIS REPORT, THERE WAS CONSULTATION WITH AND CONCURRENCE BY:

While there was no direct involvement by other Departments in the preparation of this report, there was consultation with the appropriate City Departments and the Public Utilities.

THIS REPORT SUBMITTED BY:

Planning, Property and Development Department
Division: Real Estate
Prepared by: Pat Henry
PPD File #: 8270

Document name: o:\reports directive\real estate\sales\(dph)cypress


CITY OF WINNIPEG
PLANNING, PROPERTY AND DEVELOPMENT DEPT.
SCALE: 1:750
DATE: 01-SEP-25
DISTRICT: RIEL
ATLAS: H15A3
FILE: NOT AVAILABLE
MISC. PLAN No.: 11241/1
METRIC
AUTUMNWOOD DR
CYPRESS BY
COTTONWOOD RD
APPROXIMATE LOCATION OF SIDEWALK
PROPOSED CLOSING 16.7 SQ.M.
45 CYPRESS BAY
All dimensions are approximate.
No warranty is expressed or implied regarding the accuracy of such information.

PROPOSED TERMS AND CONDITIONS

1. This transaction is subject to the successful enactment of the necessary street closing By-law.

2. City to transfer or deed to the Purchaser(s) that portion of the public street proposed to be closed, shown as "Proposed Closing" (hereinafter called the lands) on Misc. Plan No. 11241/1.

3. Purchaser(s) to pay to the City the sum of $100.00, being one-half of the assessed value of the lands which contain approximately 16.7m² (180 sq. ft.).

4. (1) Purchaser(s) agrees to pay to the City all Goods and Services Tax applicable on the sale of the lands or, if the Purchaser(s) is a registrant under the Goods and Services legislation, the Purchaser(s) shall advise 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 by the City.

   (2) If the Purchaser(s) fails to pay the Goods and Services Tax or fails to provide its registration number as prescribed in sub-clause (1) of the Clause, the Purchaser(s) agrees that all of the Purchaser(s)' rights and interest 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(s) shall be retained by the City free from every claim.

5. Purchaser(s) to pay to the City upon request its share of the cost and expense which will be incurred by the City in connection with the closing and, without limiting the generality of the foregoing, will pay upon request $250.00, being the By-law costs.

6. Purchaser(s), at its sole expense, shall reimburse the City for 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 Closing Plan and all plans of easement, if required, to grant any utility rights.

7. Purchaser(s) to pay adjustments as of the day of the enactment of the By-law.

8. Purchaser(s) to pay as an adjustment an amount equal to the total of such taxes, rates and charges, including local improvement levies, which would have been levied or charged against the lands being purchased, for the unexpired portion of the current taxation year as though the said lands had been entered on the assessment rolls of the City as privately-owned and subject to taxation.

9. Purchaser(s) to obtain possession of the lands at the Purchaser(s)' own expense.

10. It is agreed that no representation, warranty, collateral agreement or condition affecting this offer or the lands is expressed herein. The City does not warrant the quality, condition or sufficiency of the Sale Land for any use or purpose. The Sale Land is deemed to be taken by the Purchaser(s) in an “as is” condition and at the Purchaser(s)’s own risk and with all faults and imperfections whatsoever. The Purchaser(s) agrees with the City that the application of "Buyer Beware" shall apply to the offer in the strictest meaning.

11. Purchaser(s) acknowledges that the size and location of any and all approaches is subject to the approval of the City.

12. Purchaser(s) to accept title subject to all or any exceptions, reservations or encumbrances expressed or implied in the City's Title.

13. Purchaser(s) to pay any and all additional costs and charges which may arise by reason of the closing.

14. Upon enactment of the By-law the Purchaser(s) agrees to complete the purchase of the lands and to be bound by the terms and conditions herein outlined, failing which the Purchaser(s) shall forfeit all amounts thus far mentioned in Clauses 3 and 5 in favour of the City.

15. Purchaser(s) to indemnify the City against all claims arising out of the street closing.

16. Purchaser(s) agree that sale of the lands to the Purchaser(s) is subject to any easement which may be required by a public utility, including but not limited to Manitoba Hydro, Manitoba Telephone System, Centra Gas Manitoba Inc. or the City of Winnipeg, for the construction and/or maintenance of facilities in the lands, together with the right to enter upon the lands at any time, with or without equipment, for the said purposes and subject to the owner covenanting not to erect nor cause to be erected upon the easement area any building or structures without the prior written consent of the public utility or The City of Winnipeg requiring such easements.

17. The Purchaser(s) agrees that in the event the Purchaser(s), 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 Standards for the intended use, and provides to the City documentation in this respect, 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 to that date to it by the Purchaser(s) in respect of this offer.

PROVIDED HOWEVER, that in the event the Purchaser(s) fails to advise the City of such non-compliance of Provincial Environmental Standards on or before SIXTY (60) days from the date of the acceptance of the offer by the City, then and in that event, the Purchaser(s) 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 connected with the existence of contaminants of any kind whatsoever at, in, or upon the said lands.

18. 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 1, Block 1, Plan 6234 (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.

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

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

21. Upon the passing of the By-law, the Purchaser(s) 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.

22. Purchaser(s) to enter into a formal agreement with the City, if deemed necessary, embodying the terms and conditions hereinbefore listed and in a form satisfactory to the City Solicitor.

I/WE, hereby <u>irrevocably</u> agree to purchase the additional lands described herein in accordance with the foregoing terms and conditions.

DATE

PURCHASER

PURCHASER