Agenda – Council – December 13, 2018

Report – Standing Policy Committee on Property and Development, Heritage and Downtown Development – November 19, 2018

Item No. 7 Assignment of Development Agreement AG 18/14 – Subdivision and Rezoning – Gunn Road, Hewitson Road and Redonda Street (Transcona Ward)
File AG 18/14

STANDING COMMITTEE RECOMMENDATION:

On December 5, 2018, the Executive Policy Committee concurred in the recommendation of the Standing Policy Committee on Property and Development, Heritage and Downtown Development and submitted the following to Council:

1. That the City consent to the assignment of Development Agreement No. AG 18/14 from North Grassie Properties Ltd. to Genstar (the "Assignee").

2. That the City enter into, execute and deliver an agreement to assign Development Agreement No. AG 18/14 in accordance with recommendation 1 (the "Assignment Agreement") with the Assignee, and such other agreement as determined necessary by the City Solicitor/Director of Legal Services to implement the intent of the foregoing (the "Ancillary Agreements").

3. That authority be delegated to the City's Director of Planning, Property and Development to negotiate and approve the terms and conditions of the Assignment Agreement, and any Ancillary Agreements, in accordance with this report and such other terms and conditions determined necessary by the City Solicitor/Director of Legal Services to protect the interests of the City.

4. 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, Heritage and Downtown Development – November 19, 2018

DECISION MAKING HISTORY:

EXECUTIVE POLICY COMMITTEE RECOMMENDATION:

On December 5, 2018, the Executive Policy Committee concurred in the recommendation of the Standing Policy Committee on Property and Development, Heritage and Downtown Development and submitted the matter to Council.

STANDING COMMITTEE RECOMMENDATION:

On November 19, 2018, the Standing Policy Committee on Property and Development, Heritage and Downtown Development concurred in the recommendation of the Winnipeg Public Service and submitted the matter to the Executive Policy Committee and Council.

ADMINISTRATIVE REPORT

Title: **Assignment of Development Agreement AG 18/14 – Subdivision and Rezoning – Gunn Road, Hewitson Road and Redonda Street**

Critical Path: **Standing Policy Committee on Property and Development, Heritage and Downtown Development - Executive Policy Committee - Council**

AUTHORIZATION

Author	Department Head	CFO	CAO
M. Pittet	J. Kiernan	N/A	D. McNeil

EXECUTIVE SUMMARY

Genstar Development Limited Partnership #3 and Genstar Titleco #3 Limited (collectively referred to as "Genstar") and North Grassie Properties Ltd. have requested the City's consent to the assignment by North Grassie Properties Ltd. of all its rights, entitlements, interests and obligations as Developer under Development Agreement AG 18/14 to Genstar.

The Winnipeg Public Service has no objection to this request.

RECOMMENDATIONS

1. That the City consent to the assignment of Development Agreement No. AG 18/14 from North Grassie Properties Ltd. to Genstar (the "Assignee").

2. That the City enter into, execute and deliver an agreement to assign Development Agreement No. AG 18/14 in accordance with recommendation 1 (the "Assignment Agreement") with the Assignee, and such other agreement as determined necessary by the City Solicitor/Director of Legal Services to implement the intent of the foregoing (the "Ancillary Agreements")

3. That authority be delegated to the City's Director of Planning, Property and Development to negotiate and approve the terms and conditions of the Assignment Agreement, and any Ancillary Agreements, in accordance with this report and such other terms and conditions determined necessary by the City Solicitor/Director of Legal Services to protect the interests of the City.

4. 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

The assignment of a Development Agreement requires Council approval.

IMPLICATIONS OF THE RECOMMENDATIONS

Concurrence with this recommendation will enable Genstar to assume all rights, entitlements, interests and obligations of Development Agreement AG 18/14.

HISTORY/DISCUSSION

The City entered into Development Agreement AG 18/14 with North Grassie Properties Ltd. dated July 17th, 2013 encompassing the planned area as shown in Appendix “A” attached.

North Grassie Properties has now requested that AG 18/14 be assigned to Genstar, including all of its rights, entitlements, interests and obligations as Developer under Development Agreement AG 18/14.

The Public Service have no objections to this request and recommends that the City consent to the assignment of Development Agreement AG 18/14 from North Grassie Properties Ltd. to Genstar

FINANCIAL IMPACT

Financial Impact Statement Date: October 4, 2018

Project Name:

ASSIGNMENT OF DEVELOPMENT AGREEMENT AG 18/14 – SUBDIVISION AND REZONING – GUNN ROAD, HEWITSON ROAD AND REDONDA STREET

COMMENTS:

There are no direct financial implications associated with this report.

"Original Signed By"
Mike McGinn, CPA, CA
Manager of Finance

CONSULTATION

In preparing this Report there was consultation with:

Legal Services (as to legal issues)

OURWINNIPEG POLICY ALIGNMENT

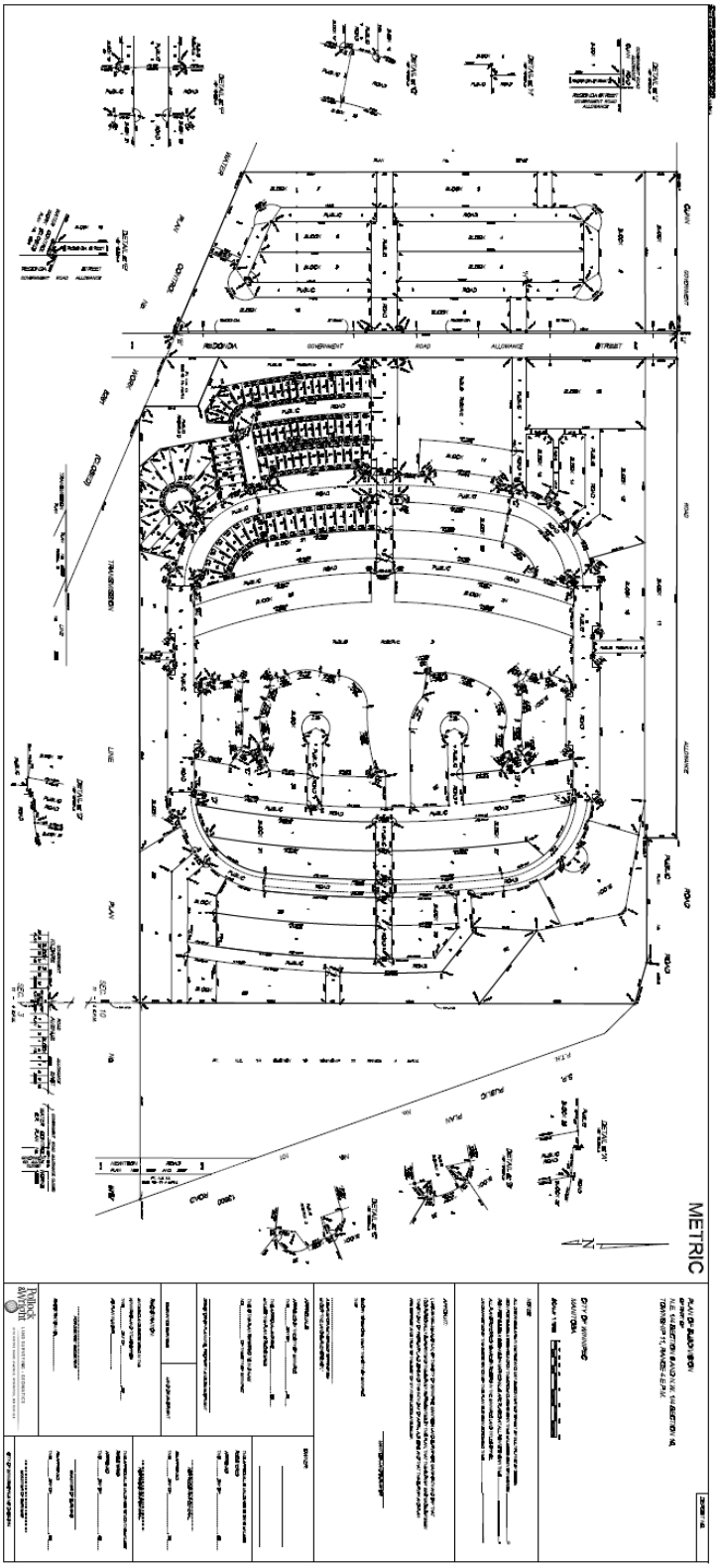
In accordance with OurWinnipeg policies, intensification of land-use is supported when a full range of municipal services is provided. Payment for existing services and the construction of required amenities aligns with those policies for development of the immediate area.

SUBMITTED BY

Department:	Planning, Property and Development
Division:	Land Development, Geomatics and Land Information Systems
Prepared by:	Greg Jasper, P.Eng. Land Development Administrator
Date:	October 17, 2018
File No.	AG 18/14 c/r DASZ 18/2014

Attachments:
Appendix “A” – Planned Area
Appendix “B” – Assignment of the Development Agreement signed by Genstar
Appendix “C” – Assignment of the Development Agreement signed by North Grassie Properties Ltd.

APPENDIX "A" – Planned Area



APPENDIX "B" - Assignment of the Development Agreement signed by Genstar

ASSIGNMENT OF DEVELOPMENT AGREEMENT

This Agreement made in duplicate with effect as of the 18th day of April 18, 2018

BETWEEN:

North Grassie Properties Inc.
(hereinafter called the "Assignor")

OF THE FIRST PART,

-and-

Genstar Development Limited Partnership #3
and Genstar Titleco #3 Limited
(hereinafter called the "Assignee")

OF THE SECOND PART.

WHEREAS the Assignor, as Vendor and the Assignee, as Purchaser entered into an Agreement of Purchase and Sale dated November 13, 2017 whereby the Vendor agreed to sell and the Purchaser agreed to purchase the following described land:

TITLE NO. 2767853/1 comprising 130.03 acres

THE NW 1/4 OF SECTION 10-11-4 EPM WHICH LIES NORTH OF THE NORTHERN LIMIT OF POWER TRANSMISSION LINE PLAN 5787 WLTO
EXC FIRSTLY: WATER CONTROL WORK PLAN 8251 WLTO
SECONDLY: PUBLIC ROAD PLAN 57246 WLTO
AND THIRDLY, ALL THAT PORTION THEREOF BOUNDED AS FOLLOWS:
ON THE SOUTH BY THE NORTH EASTERN LIMIT OF SAID PLAN 8251
ON THE WEST BY THE WESTERN LIMIT OF SAID 1/4 SECTION
ON THE NE BY A LINE DRAWN NE OF AND PARALLEL WITH THE SAID NORTH EASTERN LIMIT THROUGH A POINT ON THE WESTERN LIMIT OF SAID 1/4 SECTION DISTANT NLY THEREON 217 FEET FROM THE SAID NORTH EASTERN LIMIT AND
ON THE EAST BY A LINE DRAWN EAST OF PARALLEL WITH AND PERP DISTANT 200 FEET FROM THE WESTERN LIMIT OF SAID 1/4 SECTION

TITLE NO. 2243983/1 comprising 29.03 acres

THE EAST HALVES OF LEGAL SUBDIVISIONS 9 AND 16 OF 9-11-4 EPM
EXC OUT OF LEGAL SUBDIVISION 9 FIRSTLY: ALL THAT PORTION WHICH LIES TO THE SOUTH OF THE NORTHERN LIMIT OF THE RIGHT OF WAY OF THE MANITOBA POWER COMMISSION PLAN 6604 WLTO
SECONDLY: DRAINAGE DITCH PLAN 4254 WLTO AND THIRDLY: WATER CONTROL WORKS PLAN 8251 WLTO

TITLE NO 2324654/1 comprising 32.16 acres

ALL THOSE PORTIONS OF LEGAL SUBDIVISIONS 10 AND 15 OF SEC 9-11-4 EPM WHICH LIE TO THE NORTH OF WATER CONTROL WORK PLAN 8251 WLTO EXC ALL THAT PORTION LYING TO THE WEST OF A LINE DRAWN EAST OF PARALLEL WITH AND PERP DISTANT 193 FEET FROM THE WESTERN LIMITS OF SAID LEGAL SUBDIVISIONS 10 AND 15

(hereinafter called the "Land")

AND WHEREAS the Assignor entered into Development Agreement AG 18/14 with The City of Winnipeg made effective as the 25th day of March 25, 2015 (hereinafter called the "Development Agreement");

AND WHEREAS the Development Agreement governs the subdivision and development of the Land;

AND WHEREAS in order that the Assignee may proceed with the Assignor's subdivision of the Land, the Assignor and the Assignee have agreed that the Assignor shall assign its entitlements and rights under the Development Agreement to the Assignee;

NOW THEREFORE in consideration of the premises and the sum of $1.00 and other good and valuable consideration paid by the Assignee to the Assignor, the receipt and sufficiency which is hereby acknowledged, **THIS AGREEMENT WITNESSETH** that:

1. The Assignor does hereby assign, transfer and convey unto the Assignee all of its entitlements and rights in, under and pursuant to Development Agreement.
2. The Assignee does hereby acknowledge and consent to the within assignment by the Assignor to the Assignee of the Assignor's entitlements and rights in, under and pursuant to the Development Agreement and the Assignee does hereby further agree to be bound by all the terms and provisions of the Development Agreement.
3. The Assignor and the Assignee agree to do all things and execute all documentation that may be necessary or required in order to give full force and effect to the assignment contemplated herein.
4. This instrument may be executed in counterpart. Each executed counterpart shall be deemed to be an original. All executed counterparts taken together shall constitute one agreement. An executed copy of this instrument may be delivered by either party to the other by facsimile or e-mail transmission.

IN WITNESS WHEREOF the Assignor and the Assignee have each executed this Agreement with effect as of the day and year first above written.

North Grassie Properties Inc.

Per: _____
Name:
Title:

Genstar Development Limited Partnership #3
by its general partner,
Genstar Development Company #3 Limited

Per: _____
Name: David Boles
Office: Vice-President

Genstar Titleco #3 Limited

Per: _____
Name: David Boles
Office: Vice-President

Appendix "C" - Assignment of the Development Agreement signed by North Grassie Properties Ltd.

ASSIGNMENT OF DEVELOPMENT AGREEMENT

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North Grassie Properties Inc.
(hereinafter called the "Assignor")

OF THE FIRST PART,

-and-

Genstar Development Limited Partnership #3
and Genstar Titleco #3 Limited
(hereinafter called the "Assignee")

OF THE SECOND PART.

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2. The Assignee does hereby acknowledge and consent to the within assignment by the Assignor to the Assignee of the Assignor's entitlements and rights in, under and pursuant to the Development Agreement and the Assignee does hereby further agree to be bound by all the terms and provisions of the Development Agreement.
3. The Assignor and the Assignee agree to do all things and execute all documentation that may be necessary or required in order to give full force and effect to the assignment contemplated herein.
4. This instrument may be executed in counterpart. Each executed counterpart shall be deemed to be an original. All executed counterparts taken together shall constitute one agreement. An executed copy of this instrument may be delivered by either party to the other by facsimile or e-mail transmission.

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Title:

Genstar Development Limited Partnership #3
by its general partner,
Genstar Development Company #3 Limited

Per: _____
Name: David Boles
Office: Vice-President

Genstar Titleco #3 Limited

Per: _____
Name: David Boles
Office: Vice-President