Agenda - Council - June 23, 2004

Report - Standing Policy Committee on Property and Development - June 8, 2004

Item No. 30 Sale/Exchange of Lands west side of Ravelston Avenue West, north of Almey Avenue with 3801233 Manitoba Inc.
File FI-2.4(33)

STANDING COMMITTEE RECOMMENDATION:

On June 16, 2004, the Executive Policy Committee concurred in the recommendation of the Standing Policy Committee on Property and Development recommendation and submits the following to Council:

1. That Council declare the property shown as Surplus Street Right-of-Way on Misc. Plan No. 10840 (the Subject Property) to be surplus to the City's requirements.

2. That the sale of the Subject Property to 3801233 Manitoba Ltd. for the price of $32,000.00, in accordance with the terms and conditions of the Offer to Purchase dated April 2, 2004, 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 - June 8, 2004

DECISION MAKING HISTORY:

EXECUTIVE POLICY COMMITTEE RECOMMENDATION:

On June 16, 2004, the Executive Policy Committee concurred in the recommendation of the Standing Policy Committee on Property and Development and submitted the matter to Council.

STANDING COMMITTEE RECOMMENDATION:

On June 8, 2004, the Standing Policy Committee on Property and Development reaffirmed its recommendation of April 27, 2004, and submitted the matter to the Executive Policy Committee and Council.

COUNCIL:

On May 19, 2004, Council referred back Item 23 of the Report of the Standing Policy Committee on Property and Development dated April 27, 2004, which recommended as follows:

1. That Council declare the property shown as Surplus Street Right-of-Way on Misc. Plan No. 10840 (the Subject Property) to be surplus to the City's requirements.

2. That the sale of the Subject Property to 3801233 Manitoba Ltd. for the price of $32,000.00, in accordance with the terms and conditions of the Offer to Purchase dated April 2, 2004, be approved.

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

EXECUTIVE POLICY COMMITTEE RECOMMENDATION:

On May 12, 2004, the Executive Policy Committee concurred in the recommendation of the Standing Policy Committee on Property and Development and submitted the matter to Council.

Report - Standing Policy Committee on Property and Development - June 8, 2004

DECISION MAKING HISTORY: (continued)

STANDING COMMITTEE RECOMMENDATION:

On April 27, 2004, 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: Sale/Exchange of Lands on the West Side of Ravelston Avenue West, North of Almey Avenue, with 3801233 Manitoba Ltd.
East Kildonan-Transcona Community
Transcona Ward

For submission to: Standing Policy Committee on Property and Development

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

Report date: April 13, 2004

Recommendation(s):

1. That Council declare the property shown as surplus street right-of-way on Misc. Plan No. 10840 (the Subject Property) to be surplus to the City's requirements.

2. That approval be given for the sale of the Subject Property to 3801233 Manitoba Ltd. for the price of $32,000.00, in accordance with the terms and conditions of the attached Offer to Purchase, dated April 2, 2004.

REPORT SUMMARY

Key Issues:

The Subject Property is part of the Lagimodiere Boulevard right-of-way. The Transportation Division of the Public Works Department has identified the Subject Property as surplus to their requirements for street right-of-way and have indicated that they require the additional land for the expansion of the Lagimodiere Blvd. right-of-way.

The Planning, Property and Development Department is in receipt of an offer to purchase the Subject Property from 3801233 Manitoba Ltd. The price offered and terms and conditions of the Offer to Purchase have been negotiated with the Purchaser and are acceptable to the Planning, Property and Development Department.

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):

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:

The Planning, Property and Development Department is in receipt of an Offer to Purchase for the Subject Property, and requires Standing Policy Committee on Property and Development approval to process this sale.

HISTORY:

The Subject Property is part of the Lagimodiere right-of-way. The Transportation Division of the Public Works Department has identified the Subject Property as surplus to their requirements for street right-of-way.

The Planning, Property and Development Department has received an Offer to Purchase the Subject Property. Details are as follows:

Location: Part of the Lagimodiere Blvd. public right-of-way adjacent to the lands at the southeast corner of Lagimodiere Blvd. and Almey Ave.

Size: 4031/4 sq. metres (43,395 sq. ft.)

Zoning: The adjacent lands to the south are zoned C-2 Commercial, and it is anticipated that the Subject Property will be zoned C-2 Commercial upon approval of the closing and enactment of the closing by-law.

Price Offered: $32,000.00

Appraised Value: $32,000.00

Deposit: $ 4,800.00

Purchaser: 3801233 Manitoba Ltd. (Abe Anhang, Jaspal Sandhu & Sukhdarshan Kaila)

Terms and Conditions of the Offer:

The Sale is subject to enactment of the closing by-law.
The Purchaser is responsible for all activities and associated costs to create a plan of subdivision and the legal closing of the public right-of-way.
The Offer is subject to:
the Purchaser being satisfied in it's sole and unfettered discretion with the title to the lands, zoning of the lands and environmental condition of the lands.
The closing by-law in relation to the lands having been enacted.
The Purchaser is required to:
consolidate the title to the Subject Property with the title to the adjacent lands, (Part Lot 13 Plan 4865),
dedicate to the City, the property shown as "Property Required For Future Transportation Purposes" on attached Misc. Plan No. 10840.

DISCUSSION:

The public right-of-way is currently in the name of the Crown (Her Majesty the Queen). When the closing by-law is enacted, the property reverts into the name of the City of Winnipeg.

The Streets and Transportation Division of the Public Works Department have indicated that the property being transferred to the Purchaser is surplus to the Department's requirements and that they require the additional land for the expansion of the Lagimodiere Blvd. right-of-way.

The price offered and terms and conditions of the Offer to Purchase have been negotiated with the Purchaser and are acceptable to the Planning, Property and Development Department.

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

The Streets and Transportation Division of the Public Works Department.

This report submitted by:

Planning, Property and Development Department
Division: Real Estate
Prepared by: Gerry Anderson
PPD File #: WE- 119-22
Document name: o:\reports directive\real estate\sales\(ga)sale-exchw-sravelston w.doc

Financial Impact Statement

Date: April 1, 2004

Project Name:

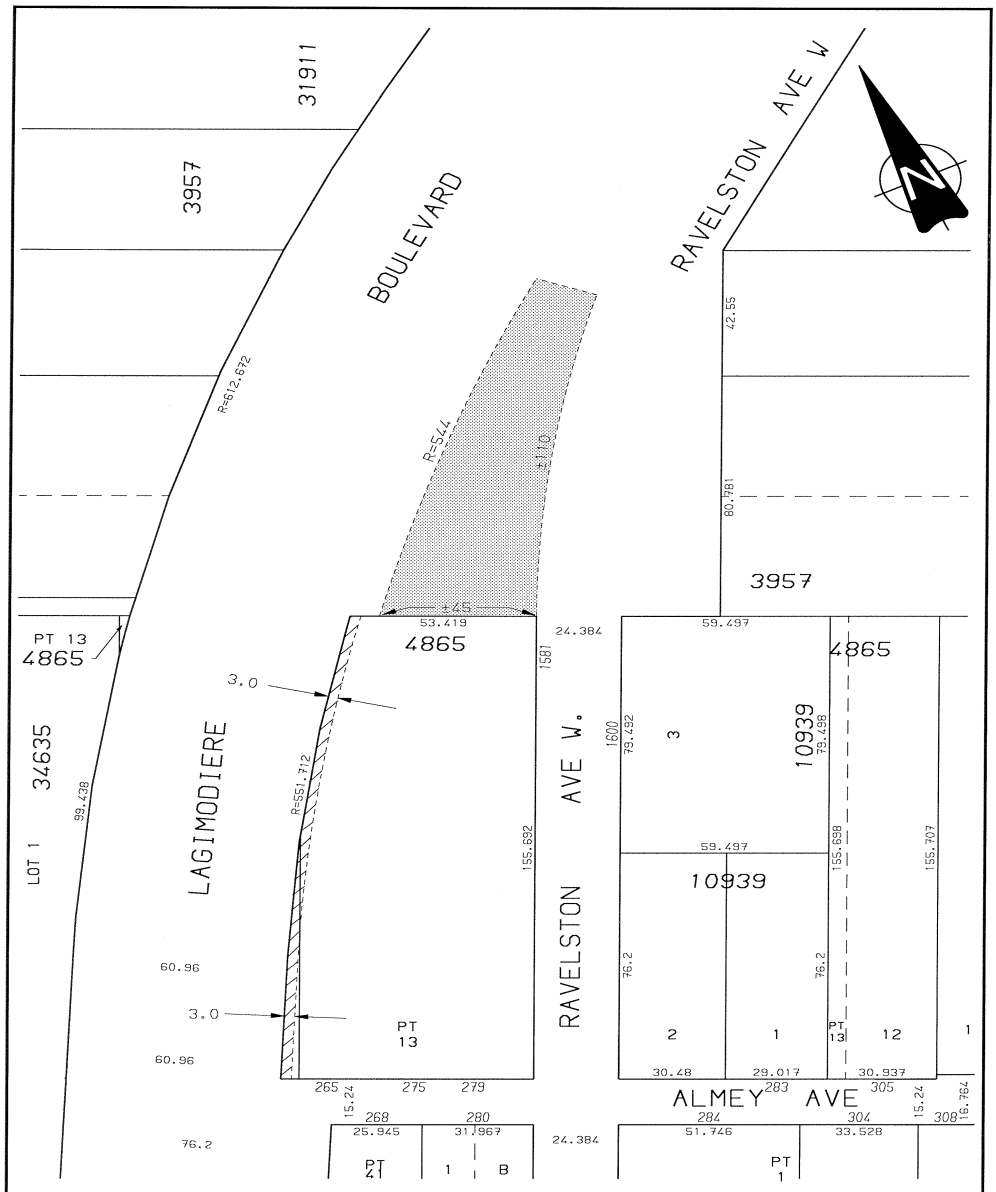
Sale/Exchange of Lands on the West side of Ravelston Avenue West, North of Almey Avenue, with 3801233 Manitoba Ltd.

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	32,000	-	-	-	-
Net Cost/(Benefit)	$ (32,000)	$ -	$ -	$ -	$ -
Less: Existing Budget Amounts	(32,000)	-	-	-	-
Net Budget Adjustment Required	$ -	$ -	$ -	$ -	$ -

Additional Comments:

"Original signed by"
Karen Ayotte, Acting
Manager of Finance



PROPERTY REQUIRED FOR FUTURE TRANSPORTATION PURPOSES
AREA: ±472 SQ.M. (±5080 SQ.FT.)

SURPLUS STREET RIGHT OF WAY
AREA: ±3520 (±37890 SQ.FT.)

METRIC

All dimensions are approximate.
No warranty is expressed or implied
regarding the accuracy of such information.

CITY OF WINNIPEG
PLANNING, PROPERTY AND DEVELOPMENT DEPT.

SCALE: 1:1500	DATE: 00-MAR-10	DISTRICT: EKT
ATLAS: F15B1	FILE: WE-119-22	
MISC. PLAN No.: 10840		

(LIB6) BAR

CB Richard
Chartier & Associates Inc.
COMMERCIAL REAL ESTATE SERVICES

CB Richard Ellis Limited REALTOR
2nd Flr. - 570 Portage Avenue
Winnipeg, Manitoba R3C 0G4
Tel: 204 943 5700
Fax: 204 956 2783
www.cbre.ca

April 2, 2004

Delivered

The City of Winnipeg
Property Development and Services Department
2nd Floor, 65 Garry Street
Winnipeg, Manitoba
R3C 4K4

Attention: Mr. Gerry Anderson

Dear Mr. Anderson:

Re: Sale of City owned lands
Almey & Lagimodiere Blvd.
Purchaser: 3801233 Manitoba Ltd.

We are pleased to submit herewith for your perusal and consideration four (4) original Offers to Purchase the above captioned property duly executed by the Purchaser. We already provided you with a deposit cheque payable to the City of Winnipeg in the sum of $4,800.00 on April 1, 2004. Kindly disregard the previous offer submitted.

We await your earliest reply with respect to the subject offer. Thanking you, I remain,

Yours respectfully,

CB RICHARD ELLIS

Marcel Chartier

MARCEL C. CHARTIER
CEO

:bb
Encl.

File No: WE-119-22

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: -

The property shown as surplus street right of way on Misc.Plan No. 10840 (approximately 37,890 square feet)

(hereinafter called the "lands")

for the sum of $32,000.00 cash, and upon the following terms and conditions:

1. (1) Attached to this Offer is the Purchaser's cheque payable to "The City of Winnipeg" in the amount of $4,800.00, 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). The Purchaser agrees to pay the balance of the purchase price, interest and adjustments on or before the date of closing.

(2) If the Purchaser fails to pay the balance of the purchase monies, interest and adjustments on or before the date of closing 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 of Closing, Possession and adjustments shall be 30 days after enactment of the closing by-law.

(2) 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 adjustment shall be calculated from the date of adjustments to and including the last day of the current taxation year.

(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 adjustments, 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 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.

(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. 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.

7. 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.

8. Upon closing of the sale, 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.

9. 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, it shall

(1) ensure that all work done in connection with such Environmental Site Assessment is completed no later than one hundred and eighty (180) 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

(5) provide copies of any such Environmental Site Assessment of the said Lands to the City for its own use, at no cost to the City.

AND in the event it is determined as a result of said Environmental Site Assessment, 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 ninety (90) days following the Date of Approval, the City, at its sole option, shall be entitled to:

take remedial action to bring the contamination levels to within the Provincial Environmental Standards;

OR

cancel the sale and return all monies paid in respect of the proposed sale by the Purchaser to that date, PROVIDED that the Applicant 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 eighty (180) 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 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, 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.

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

(3) The Purchaser acknowledges that the City may grant the easements before the Transfer of Land issues.

11. 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 and 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.

12. It is further understood and agreed between the parties that:

(a) The Purchaser agrees to be fully responsible for all activities and associated costs to create a Plan of Subdivision and road opening and closing plans.

(i) the cost of preparation and registration of the subdivision, and street opening and closing plans;

(ii) any dedication fees payable in connection with the creation of this subdivision.

(b) The Purchaser will be responsible for all costs of developing the Subject Land including the servicing of the Land;

(c) The Purchaser will be acquiring the Subject Land in an "as-is, where-is" condition and has satisfied itself as to soil conditions zoning, access and environmental concerns;

(d) The Purchaser will be responsible for any and all costs associated with applications related to zoning, variances and conditional uses including application and processing costs and the payment of any dedication fees owing;

(e) The Purchaser and the City shall each pay their own legal and other consultant's fees with respect to this sale.

13. It is understood and agreed that the sale of the lands is subject to the enactment of the closing by-law creating the subject City property shown as surplus street right of way on Misc. Plan No. 10840 and that the Purchaser is responsible for all costs related to the closing including the preparation of the plan of subdivision.

14. It is understood and agreed that title to the property shown as "surplus street right of way" on Misc.Plan No.10840 is to be consolidated with the title to part Lot 13 Plan 4865.

15. It is understood and agreed that the Purchaser will dedicate to the City on demand, free and clear of all encumbrances, for road opening / widening purposes the lands shown as "property required for future transportation purposes" on Misc. Plan No. 10840, containing approximately 472 Square Meters at no cost to the City. The Purchaser agrees to be fully responsible for all costs associated with the plan of survey to effect the dedication.

16. Due Diligence

The obligation of the Purchaser to complete the purchase of the lands shall be subject to the following conditions being satisfied or waived on or before one hundred and eighty (180) days from the date of approval of the sale:

1) The Purchaser being satisfied in it's sole and unfettered discretion with the title to the lands, zoning of the lands and environmental condition of the lands.

2) The closing by-law in relations to the lands having been enacted.

If any of the above due diligence conditions have not been satisfied or waived within the 180 day period , this agreement shall terminate and be of no further force and effect and neither party hereto shall have any claims against the other party arising out of this agreement except that the amount paid by the Purchaser under section 1(1) shall be unconditionally refunded to the Purchaser without deduction and the City shall not be liable for any costs incurred by the Purchaser.

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

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

19. 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.

20. 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.

21. 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.

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

3801233 Manitoba Ltd. 4-570 Portage Avenue Winnipeg, Manitoba R3C 0G4
Name (Please Print) Address

Purchaser's Registration No. (G.S.T.) 899263024-RT0001

IN WITNESS WHEREOF the Purchaser has signed this document in

WINNIPEG, MANITOBA, this 2nd day of April 2004

Marcel Chartier
Witness

3801233 MANITOBA LTD.

PRESIDENT
Authorized Signature

ABE ANHANG PRESIDENT
Name and Title of Authorized Signature (Please print)

Witness

Authorized Signature

_____

Name and Title of Authorized Signature (Please print)

ACCEPTED this _____day of _____, A.D., 2004

THE CITY OF WINNIPEG

Per:_____

DIRECTOR

Planning,Property and Development Department

Approved:

_____

Planning Property and Development Department

Certified as to form:

_____

for City Solicitor/Manager of Legal Services

EXHIBIT "A"

Real Owner Application

To the City Assessor

(Name of Municipality) Roll No. _____

1. I/We _____
(Print Full Name)

request that my/our name(s) appear in the Assessment Roll of the City of Winnipeg in respect to the following property, pursuant to Section 12(1) of "The Municipal Assessment Act", Cap. M 226 S.M..

2. Description of Properties: (Give description of all property in respect of which you wish your name to appear).

Part of Lot or Section	Lot or Section	Block or Township	Range	Interest in Property

DRAFT

3. Mailing Address _____

4. Place of Residence _____

5. Name and Address of Registered Owner _____
(Print)

_____
(Print)

6. Description of building on property:

Dwellings _____

Other Buildings _____

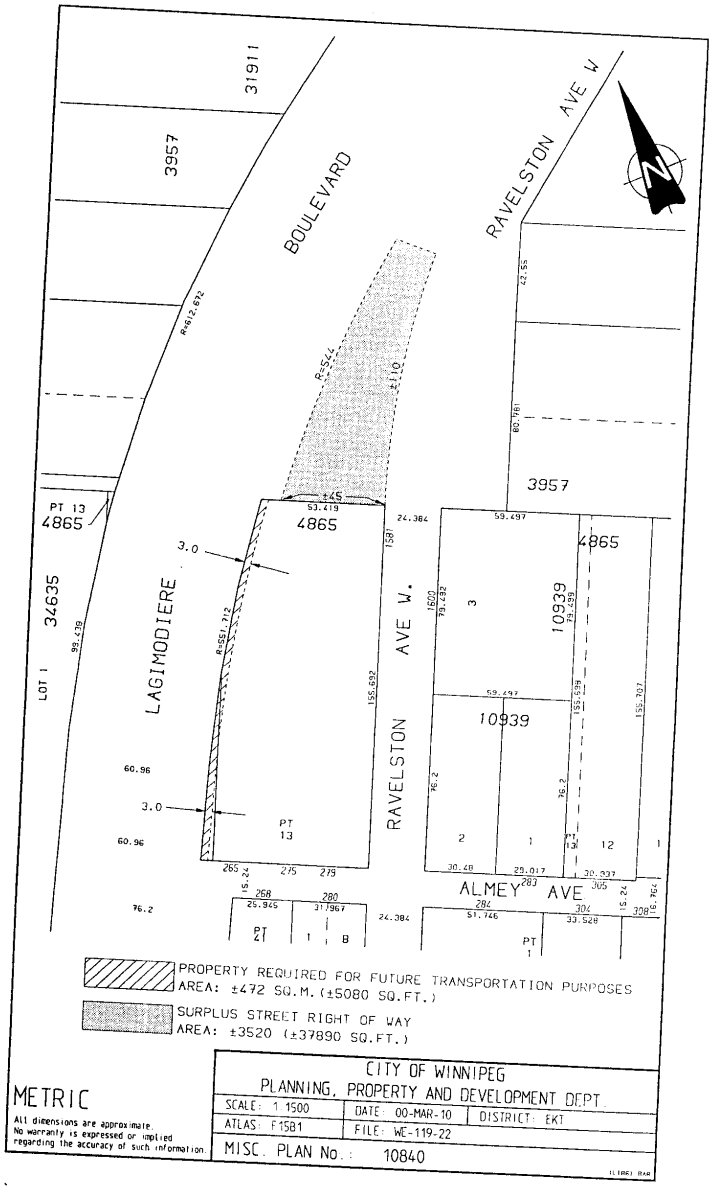
7. Date of Purchase _____ 8. Purchase Price _____

Date: _____ 200 __

_____
(Signature of Applicant)

Office of the City Assessor
The City of
Winnipeg

_____


31911
3957
BOULEVARD
RAVELSTON AVE W
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±110
42.55
80.781
3957
PT 13
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±45
53.419
4865
24.384
59.497
4865
3.0
34635
LOT 1
99.439
LAGIMODIERE
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RAVELSTON AVE W.
1600
79.492
3
10939
79.499
59.497
10939
155.599
155.707
60.96
3.0
PT
13
60.96
76.2
76.2
2
1
12
1
30.48
29.017
30.037
265
275
279
ALMEY AVE
283
305
268
280
284
304
308
25.945
31.967
51.746
33.528
24.384
PT
1
PROPERTY REQUIRED FOR FUTURE TRANSPORTATION PURPOSES
AREA: ±472 SQ.M. (±5080 SQ.FT.)
SURPLUS STREET RIGHT OF WAY
AREA: ±3520 (±37890 SQ.FT.)
METRIC
All dimensions are approximate.
No warranty is expressed or implied
regarding the accuracy of such information.
CITY OF WINNIPEG
PLANNING, PROPERTY AND DEVELOPMENT DEPT.
SCALE: 1:1500
DATE: 00-MAR-10
DISTRICT: EKT
ATLAS: F1581
FILE: WE-119-22
MISC. PLAN No.: 10840