**Minutes – Standing Policy Committee on Property and Development – May 6, 2026**

## REPORTS

**Item No. 4 Proposed Licence Agreement between Friends of Peanut Park Inc. and the City of Winnipeg located at 11 Ruskin Row (Enderton Park) (River Heights-Fort Garry Ward)**

STANDING COMMITTEE DECISION:

The Standing Policy Committee on Property and Development concurred in the recommendation of the Winnipeg Public Service and approved the following:

1. That the Terms and Conditions for a Licence Agreement with Friends of Peanut Park Inc. at Enderton Park, as identified as "Licensed Area" on Misc. Plan No. 15998/1 and attached hereto as Schedule A, be approved.

2. That the City enter into, execute, and deliver a Licence Agreement with Friends of Peanut Park Inc. and such other agreements as determined necessary by the City Solicitor/Director of Legal Services to implement the intent of the foregoing (the "Ancillary Agreements").

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

DECISION MAKING HISTORY:

Moved by Councillor Santos,

That the recommendation of the Winnipeg Public Service be concurred in.

Carried

Nick Logan submitted a communication with respect to the matter.

# ADMINISTRATIVE REPORT

**Title:** Proposed Licence Agreement between Friends of Peanut Park Inc. and the City of Winnipeg located at 11 Ruskin Row (Enderton Park)

**Critical Path:** Standing Policy Committee on Property and Development

## AUTHORIZATION

| Author | Department Head | CFO | CAO |
|---|---|---|---|
| G. Chappell (Acting) | H. Borys | T. Graham | J. Dunford |

## EXECUTIVE SUMMARY

The Public Service has negotiated the terms and conditions for a Licence with Friends of Peanut Park Inc., ("FPP"). FPP will maintain two art sculptures on a portion of City owned property located at 11 Ruskin Row known as Enderton Park (Peanut Park). The placement of the art sculptures is shown in Schedule A.

FPP is a non-profit neighbourhood association that was formed in 2007. The group's goal was to enhance Enderton Park. Since their formation, the group has raised and contributed over $80,000.00 for extensive landscaping and improvements to the park.

The Ward Councillor has been notified of the proposed Licence.

## RECOMMENDATIONS

1. That the Terms and Conditions for a Licence Agreement with Friends of Peanut Park Inc. at Enderton Park, as identified as "Licensed Area" on Misc. Plan No. 15998/1 and attached hereto as Schedule A, be approved.

2. That the City enter into, execute, and deliver a Licence Agreement with Friends of Peanut Park Inc. and such other agreements as determined necessary by the City Solicitor/Director of Legal Services to implement the intent of the foregoing (the "Ancillary Agreements").

3. 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

Pursuant to the “Real Estate - Leasing and Licensing of Property” Policy adopted by Council on September 29, 2021, the Standing Policy Committee on Property and Development has the delegated authority to approve a lease or license where Base Rent is less than 80% of Market Rent.

## IMPLICATIONS OF THE RECOMMENDATIONS

Friends of Peanut Park will assume responsibility for all expenses related to the repair and maintenance of the Licensed Area.

## HISTORY/DISCUSSION

Friends of Peanut Park Inc. (“FPP”) is a nonprofit neighbourhood association that formed in 2007. The group committed to restoring and beautifying the park.

In 2009, FPP adopted the park through the City’s adopt-a-park-program. Through fundraising and volunteer work, the group planted trees and flower beds, and installed walking paths. FPP also replaced the play structures and installed proper drainage to prevent flooding.

On June 30, 2013, the City of Winnipeg entered into a Revised Memorandum of Understanding with FPP for the ongoing maintenance and improvements undertaken by the group. FPP continues to be actively involved in park activities, fundraising, and ongoing maintenance.

The two art sculptures, entitled “Geraldine” and “Austin” by artist Joe Fafard, were donated by a Winnipeg Citizen and placed in Enderton Park for public enjoyment.

Friends of Peanut Park Inc. is a registered non-profit corporation and the proposed rental rate for the Licence Agreement is $1.00. FPP will be responsible for all repairs and maintenance of the Licensed Area.

An internal review of recent historical appraisals for Parks land was completed to determine the opportunity cost of the Licence. The annual market value was determined to be $18,500.00, which equates to a notional rent of $1,110.00 per annum. The highest and best use of the Licensed Area is for parks and recreation, as outlined under its current zoning.

The proposed Terms and Conditions were circulated to City departments and no objections were received. Parks and Open Spaces were consulted during the negotiations and support the Terms and Conditions.

The Risk Management Division reviewed the insurance requirements, and their comments have been incorporated into the Terms and Conditions.

The Ward Councillor has been notified of the intentions of the Public Service.

**FINANCIAL IMPACT**

## Financial Impact Statement

**Date:** March 16, 2026

**Project Name:**

**First Year of Program** 2026

Proposed Licence Agreement between the Friends of Peanut Park Inc. and the City of Winnipeg located at Enderton Park at 11 Ruskin Row (Enderton Park)

| | 2026 | 2027 | 2028 | 2029 | 2028 to 2034 |
|---|---|---|---|---|---|
| **Capital** | | | | | |
| Capital Expenditures Required | $ - | $ - | $ - | $ - | $ - |
| Less: Existing Budgeted Costs | - | - | - | - | - |
| Additional Capital Budget Required | $ - | $ - | $ - | $ - | $ - |
| **Funding Sources:** | | | | | |
| Debt - Internal | $ - | $ - | $ - | $ - | $ - |
| Debt - External | - | - | - | - | - |
| Grants (Enter Description Here) | - | - | - | - | - |
| Reserves, Equity, Surplus | - | - | - | - | - |
| Other - Enter Description Here | - | - | - | - | - |
| Total Funding | $ - | $ - | $ - | $ - | $ - |
| Total Additional Capital Budget Required | $ - | | | | |
| Total Additional Debt Required | $ - | | | | |
| **Current Expenditures/Revenues** | | | | | |
| Direct Costs | $ - | $ - | $ - | $ - | $ - |
| Less: Incremental Revenue/Recovery | (1) | (1) | (1) | (1) | (6) |
| Net Cost/(Benefit) | $ 1 | $ 1 | $ 1 | $ 1 | $ 6 |
| Less: Existing Budget Amounts | 1 | 1 | 1 | 1 | 6 |
| Net Budget Adjustment Required | $ - | $ - | $ - | $ - | $ - |

**Additional Comments:** Revenues in each year from 2026 to 2035 consists of the $1 annual rent, assuming the 5-year extension will be exercised. Total revenues will be $10 over the 10-year period. An internal appraisal indicated market value rent of $1,110 for the highest and best use of the Licensed Area, that being for parks and recreational purposes, as outlined under its current zoning. Assuming a market exists, there is an opportunity cost of up to approximately $11,100 (not adjusted for inflation) associated with the potential 10-year agreement.

Mike McGinn Mar. 16, 2026

Mike McGinn, CPA, CA
Manager of Finance

## CONSULTATION

This Report has been prepared in consultation with:

- Legal Services (as to legal issues)
- Risk Management (as to Insurance requirements)
- Public Works, Parks and Open Space Division

## OURWINNIPEG POLICY ALIGNMENT

**Goal 4: Good Health and Well-Being**

Objective 3: Support positive health outcomes through the built and natural environments.

Policy 4.13 Inclusive Public Spaces: Integrate public art and green infrastructure into neighbourhood-scale public spaces, to promote usability, beauty, pride and sense of place.

## WINNIPEG CLIMATE ACTION PLAN ALIGNMENT

Consideration was given as to whether this report connects to any of the Strategic Opportunities and Key Directions in the Climate Action Plan and it was determined that the Plan is not applicable to this specific report.

## WINNIPEG POVERTY REDUCTION STRATEGY ALIGNMENT

Consideration was given as to whether this report connects to any of the Poverty Reduction Strategy goals and it was determined that the Strategy is not applicable to this specific report.

## SUBMITTED BY

Department: Planning, Property and Development Department
Division: Real Estate and Land Development
Prepared by: Melanie Dextraze, Senior Property Manager
Date: March 20, 2026
File No: 201

Attachments:
Schedule A – Proposed Terms and Conditions and Miscellaneous Plan
Schedule B – Eligibility Criteria for Below Market Lease/License to Non-Profit Organizations

## SCHEDULE A

### PROPOSED TERMS AND CONDITIONS FOR A LICENCE OF

### A PORTION OF LAND AT 11 RUSKIN ROW, WINNIPEG, MANITOBA (ENDERTON PARK)

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| Landlord: | 1. The City of Winnipeg (hereinafter called the “City”). |
| Licensee: | 2. Friends of Peanut Park Inc. (hereinafter called the “Licensee”). |
| Location: | 3. A portion of land at 11 Ruskin Row, Winnipeg, Manitoba (hereinafter called the “City Property”). |
| Licensed Premises: | 4. Shown, shaded and identified as “Existing Licensed Area for Foal 27± m² (290± ft²)” and “Proposed Licensed Area for Calf: 27± m² (290± ft²)” on a drawing on file in the City’s Planning, Property and Development Department as Misc. Plan No. 15998/1 (hereinafter called the “Licensed Premises”). |
| Primary Use: | 5. For the sole purpose of installation and maintaining two art installations (Fafard Foal "Geraldine" and Fafard Calf "Austin"), and two stone monuments identifying each sculpture only, and not for any other purpose except with the prior written consent of the City of Winnipeg’s Director of Planning, Property & Development (hereinafter called the “Director”). |
| Initial Term: | 6. Five (5) year term commencing the first day of the month following approval from the City’s Standing Committees and Council, or such other date as mutually agreed upon and approved by the Director (hereinafter called the “Term”). |
| Extension Option: | 7. One (1) Five (5) year option to extend on the same terms and conditions, except the rent, which is to be determined based on the market rate but may not be less than the rent during the final year of the previous Term. |
| Rent: | 8. One Dollar ($1.00) plus GST per annum, payable on the commencement date and the anniversary of the commencement date in each year of the Term thereafter. |
| Non-Profit License: | 9. The Licensee represents and warrants that it has provided information to demonstrate eligibility for the criteria set out in the “Eligibility Criteria for Below Market Lease/License to Non-Profit Organizations”, attached as Schedule "B", and that such information is true and accurate to the best of the Licensee’s knowledge. |
| Administrative Fee: | 10. Subject to approval from Council or it’s delegated authority, the Annual fee of Two Hundred and Eighty-Five Dollars ($285.00) plus GST, will be waived. |

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| | 11. This fee may be reviewed by the City at any time and may be subject to change as directed by Council or its delegated authority. |
| Document Preparation Fee: | 12. A one-time Document Preparation Fee in the amount of Five Thousand Two Hundred Twenty Dollars ($5,220.00) plus GST payable within 30 days of the approval of these terms and conditions and only payable in the event that the Licensee does not meet the eligibility criteria in the "Eligibility Criteria for Below Market Lease/License to Non-Profit Organizations" as per Schedule "B". |
| Municipal Taxes: | 13. The Licensee shall pay to the local taxing authority all/its proportionate share of municipal taxes, realty taxes, school taxes, local improvements taxes, etc. of which may be charged in respect of the use and occupation of the Licensed Premises and which shall be billed directly to the Licensee.<br><br>14. The Licensee is entitled to make an application to the City pursuant to the provisions of *The Municipal Assessment Act*, C.C.S.M. c. M226 and the City's *Community Groups Occupying City-Owned Facilities By-law No. 89/2005*. If the application is successful, and the resulting amendment to the By-law is approved, the Licensed Premises will be exempt from real property taxes and school taxes as of the date of such By-law approval. If the application is not successful or if the Licensee loses its exemption, the Licensee shall, in accordance with the provisions of the above paragraph, pay all applicable real property tax and/or school tax. |
| Operating Costs & Utilities: | 15. Unless otherwise specified herein, the Licensee is to pay all operating costs, including but not limited to identification and direction signage; the cost of any utilities, including but not limited to electricity, water and gas consumed in the Licensed Premises; the cost of cleaning, maintaining and servicing the Licensed Premises, including garbage and waste collection and disposal; and the cost of security, policing and supervising the Licensed Premises. |
| Other Fees, Licenses, Taxes etc.: | 16. The Licensee shall be responsible for all license fees, realty and business tax, levies etc. which may be charged in respect of the use and occupation of the Licensed Premises.<br><br>17. The Licensee shall be responsible for applying for and obtaining all permits, licenses or permissions (including but not limited to occupancy permits), required for the use and occupation of the Licensed Premises, at its sole cost, effort and expense. |

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| | 18. All fees may be reviewed by the City at any time and may be subject to change as directed by Council or its Delegated Authority. |
| Insurance Requirements: | 19. The Licensee shall provide and maintain the following insurance coverage at all times for the duration of this Agreement:<br>a) Commercial general liability insurance including but not limited to protection for claims of bodily injury and property damage, personal and advertising injury liability and product and completed operations liability in the inclusive amount of at least two million dollars ($2,000,000.00) per occurrence with a minimum two million dollars ($2,000,000.00) general aggregate. The City shall be included as an additional insured. Such liability policy must also contain a cross-liability or severability of interest clause, contractual liability, and shall not contain any special limitations on the scope of coverage afforded the City, its officers, officials, employees, agents, or volunteers.<br>b) A broad form property insurance policy for the full replacement cost insuring the art installation.<br>c) If required, automobile liability insurance for owned and non-owned automobiles in the amount of at least two million dollars ($2,000,000.00) to remain in place at all times during the Term.<br>20. All property and liability policies written on behalf of the Licensee shall contain a waiver of any subrogation right which the Licensee's insurers may have against the City and against those for whom the City is, in law, responsible, whether any such damage is caused by the act, omission, or fault of the City or by those for whom the City is in law responsible.<br>21. The Licensee shall ensure that any contractor hired to install, repair, renovate, or maintain the art installation provides and maintains the following insurance for the duration of their work:<br>a) Commercial general liability insurance in the amount of at least two million dollars ($2,000,000.00) inclusive, with the City |

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| | of Winnipeg added as an additional insured. Such liability policy to also contain a cross-liability clause, contractual liability, unlicensed motor vehicle liability, non-owned automobile liability and products and completed operations;<br><br>b) If applicable, automobile liability insurance covering all motor vehicles owned and operated and used or to be used by the Contractor directly or indirectly in the performance of the work. The limit of liability shall not be less than $2,000,000.00 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence.<br><br>22. All applicable deductibles shall be borne by the Licensee and the Licensee shall pay all deductibles when same become due and payable.<br><br>23. All policies shall be taken out with insurers licensed to and carrying on business in the Province of Manitoba.<br><br>24. The Licensee shall not cancel, materially alter or cause any such policy or policies to lapse without providing at least thirty (30) calendar days' prior written notice to the City.<br><br>25. The Licensee shall provide written notice to the City of any material changes to their policies within thirty (30) days of the change taking effect.<br><br>26. The City shall have the right to alter the limits and/or coverages as reasonably required from time-to-time during the continuance of this Agreement or any subsequent extensions thereof, provided that the City shall give the Licensee reasonable notice and shall request reasonable changes.<br><br>27. The Licensee shall file with the City an annual Certificate of Insurance in a form satisfactory to the City's Supervisor of Insurance.<br><br>28. All certificates of insurance are to be sent to:<br>The City of Winnipeg<br>Risk Management Division<br>3rd Floor - 185 King Street, Winnipeg, Manitoba, R3B 1J1<br>**Attention: Supervisor of Insurance** |
| Termination: | 29. The License Agreement may be terminated: |

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| | a. Upon One Hundred and Eighty Days (180) days' written notice by either party; or<br><br>30. Should the Licensee be in default of any of the terms and conditions of the Agreement, the City shall provide the Licensee with fifteen (15) days written notice to remedy the default along with a description of the nature of the default (or such longer period as may be reasonably required to cure such default considering the nature thereof and as agreed to by the City). Should the Licensee not remedy the default to the satisfaction of the City, the City, at its sole discretion, may terminate this Agreement immediately upon the expiration of the fifteen (15) days' notice period. Upon termination or cancellation of the License Agreement, the Licensee shall remove its property (including both fixtures and chattels) from the Licensed Premises and leave same in a condition satisfactory to the Director. Should the Licensee default in so doing, the City may:<br><br>a) Restore the Licensed Premises at the sole risk and expense of the Licensee; and<br><br>b) Remove and/or dispose of the Licensee's property (including fixtures and chattels) at the City's sole discretion without the Licensee's consent and at the risk and expense of the Licensee. The City shall not be required to provide any compensation to the Licensee for such removal and/or disposal.<br><br>31. Upon termination or cancellation of the Lease Agreement, the Licensee shall remove, at its sole cost, effort and expense, all of its property (including both fixtures and chattels) from the Licensed Premises and leave same in its original condition or in a condition satisfactory to the Director. Should the Licensee default in so doing the City may:<br><br>a. Restore the Licensed Premises at the sole risk and expense of the Licensee; and<br><br>b. Remove and/or dispose of the Licensee's property (including both fixtures and chattels) at the City's sole discretion without the consent of the Licensee and at the risk and expense of the Licensee. The City shall not be |

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| | required to provide any compensation to the Licensee for such removal and/or disposal.<br><br>32. Notwithstanding the forfeiture or termination of the Lease Agreement in any manner herein provided for, the Licensee shall be and remain liable to the City for all payments due and obligations and liabilities incurred hereunder up to the date of such forfeitures or termination and for the fulfillment of all obligations on the part of the Licensee to be observed and performed upon after the said termination. |
| <u>Development:</u> | 33. Unless otherwise specified herein, all improvements, development, construction and maintenance of the Licensed Premises will be performed at the sole cost, expense and effort of the Licensee, including, but not limited to, obtaining all permits required to develop, occupy and utilize the Licensed Premises for its intended use. All improvements, development and construction are subject to the prior written approval of the Director.<br><br>34. The Licensee shall not suffer or permit any claim, lien, or charge under the Builders' Liens Act, C.C.S.M.c.B91, or any like statute to be made, filed, or registered against the City or against the Licensed Premises or any fixtures or improvements thereto by reason of Work, labor, services or materials supplied or claimed to have been supplied to the Licensee.<br><br>35. The Licensee will not erect or permit the erection of any building or structure whatsoever on the Licensed Premises, nor do any excavation therein or improvement thereon, without the prior written consent and authority of the City's Director of Planning, Property, and Development.<br><br>36. The Licensee is advised that no permanent structures are permitted above public utilities.<br><br>37. The Licensee shall, in case of every installation and removal of improvements, either during or at the end of the Term, make good any damage caused to the Licensed Premises by the installation of sod of the area once removed, provided, however, that in the event that the Licensee fails to make good any such damage as aforesaid, the City may so repair the |

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| | Licensed Premises and the Licensee shall, immediately upon demand of the City, reimburse the City for all expenses incurred with respect to such repair. Such a claim by the City shall survive the termination of the Lease Agreement. |
| Repairs and Maintenance: | 38. The Licensee shall, at its sole cost, effort and expense:<br>a. Maintain and repair the Licensed Premises in a safe, clean and tidy condition to the satisfaction of the Director, including, but not limited to: maintenance and repair for the “Fafard Foal "Geraldine" and its base and Fafard Calf "Austin"” and its base;<br>b. The Licensee is responsible for applying mulch, top-up mulch as required and any weeding in the footprint of the Licensed and mulched area.<br>c. Ensure that access to, use of, and occupancy of the Licensed Premises is conducted in a careful manner, in accordance with good industry standards and in compliance with the provisions of any and all applicable environmental, health or safety statutes, regulations, orders or directives of any government or governmental agency having jurisdiction over such matters;<br>d. Assume responsibility for any and all damage done to the Licensed Premises by reason of, or arising out of, forcible entry into any structures located on the Licensed Premises by any person for an unlawful purpose such as, but not limited to, theft, attempted theft, burglary, or attempted burglary; and<br>e. Comply with any written notice from the City to repair the Licensed Premises at the Licensee’s sole cost, expense and effort within thirty (30) days of receiving such notice.<br>39. The Licensee shall reimburse the City for any and all costs incurred by the City in making good any loss or damage to the Licensed Premises, City’s property and/or utilities caused as a result of the Licensee’s use and occupancy of the Licensed Premises or, without limiting the generality of the foregoing, caused as a result of any negligent or willful act of the Licensee, its contractors, agents, servants or employees. |

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| | 40. All maintenance and repair costs associated with the use and operation of the Licensed Premises during the Term shall be the sole responsibility of the Licensee; |
| Signage: | 41. The Licensee shall not paint, display, inscribe, place or affix any sign, symbol, notice, advertisement or lettering of any kind, including affixing items in the form of resources to the walls, 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.<br><br>42. In the event that the Licensee wishes to pursue sponsorship opportunities, including naming rights, for the Licensed Premises, any improvements or proposed improvements thereon or in any other way related to the Licensed Premises, the Licensee is required to comply with the City's Sponsorship Policy. |
| Assignment or Sub-let: | 43. The Licensee is not to assign or sub-let or part with possession of all or any part of the Licensed Lands; |
| Conditions: | 44. The Licensee takes the Licensed Premises on an "as is" basis.<br>45. The Licensee shall not release into the environment, or deposit, discharge, place, or dispose of, at, on, or near the Licensed Premises and/or adjoining City land, any dangerous goods as that term is defined in *The Dangerous Goods Handling and Transportation Act*, CCSM c. D12, as amended, replaced, or substituted from time to time.<br><br>46. The Licensee shall not affect the Licensed Premises in any undesirable environmental manner. If the Licensee causes the Licensed Premises to become contaminated, as determined by the City, the City may require the Licensee to immediately restore the land to its original condition at the Licensee's sole cost and expense. The City shall not be responsible for contamination caused by the Licensee and the Licensee shall indemnify the City from and against same.<br><br>47. The City shall have the right, but not the duty, to enter upon the Licensed Premises from time-to-time to inspect the Licensed Premises for environmental contamination and in the course thereof to conduct soil and ground water testing. The City may enter the Licensed Premises during regular business hours of the Licensee without prior notice, and may enter the Licensed |

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| | Premises during periods other than regular business hours either with prior written consent of the Licensee or without if the City reasonably believes that an emergency exists on the Licensed Premises. The City shall conduct any such inspections or testing so as to minimize interference with the Licensee's business operations. The City's entry on to the Licensed Premises shall not relieve the Licensee's obligation to pay rent under the License.<br><br>48. The Licensee shall not at any time use, exercise or carry on or permit or suffer to be used, exercised or carried on, in or upon the Licensed Premises or any part thereof, any noxious, noisome or offensive art, trade, business, occupation or calling and the Licensee shall not do, omit or suffer or permit to be done or omitted in, on or upon the Licensed Premises or any part thereof, anything whatsoever which shall or may be or grow to the annoyance, nuisance, damage or disturbance of the City or the owners or occupiers of neighbouring properties.<br><br>49. The Licensee agrees that its operation shall not negatively impact the adjoining areas, and any such impact shall constitute a breach of the Agreement.<br><br>50. The Licensee agrees that any misuse of the Licensed Premises may result in termination of the lease agreement.<br>51. The Licensee agrees that if at any time during the Term of this Agreement the City's use or requirements for the Licensed Premises reasonably necessitate the relocation and/or modification and/or removal of the Licensee's property from the Licensed Premises, the Licensee shall be responsible for doing all things necessary to relocate and/or modify and/or remove its property as required by the City and to pay all costs and expenses associated therewith.<br><br>52. The Licensee shall not file any caveat or other encumbrance against the Licensed Premises. For greater certainty, the Licensee shall not enter into any easement agreements with public utilities with respect to the Licensed Premises.<br><br>53. The Licensee is to comply with all laws, by-laws and regulations of any federal, provincial or municipal or other applicable authority, pertaining to the use, development and occupancy of the Licensed Premises, and shall obtain all necessary permits and variance orders in that regard at its sole cost and expense. |

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| | 54. The Licensee 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 Licensed Premises for any use or purpose, nor as to any environmental conditions which may exist.<br><br>55. The Licensee acknowledges and agrees that it will not be entitled to an abatement or reduction in Rent as a result of any nuisance, disruption to or interference with the Licensee's use and enjoyment of the Licensed Premises where such nuisance, disruption to or interference is caused by the construction by the City or others of improvements, alterations, additions or repairs to the Licensed Lands. The Licensee further agrees not to make any claim against the City for such nuisance, disruption to or interference with the use of the Licensed Premises.<br><br>56. The Licensee shall release and indemnify and save the City harmless from and against any and all claims for damages or injuries, including death, which may arise from the use of the Licensed Premises by the Licensee. This provision shall survive any termination or expiration of this Agreement.<br><br>57. Notwithstanding anything to the contrary contained in the License Agreement, if either party hereto is bona fide delayed or hindered in or prevented from the performance of any term, covenant or act required hereunder by reason of a force majeure event including, but not limited to: strikes; walkouts; labor troubles; industrial disturbances; inability to procure materials or services; failures, fluctuations governmental laws, regulations or controls; riots; civil commotions; insurrections; sabotage; terrorism; invasion; rebellion; military or usurped power; war or warlike operations; blockades; epidemics; pandemics; washouts; nuclear and radiation activity or fallout; explosions; natural disasters; acts of God; or other reason whether of a similar nature or not which is not the fault of the party delayed in performing Work or doing acts required under the terms of the License Agreement, then performance of such term, covenant or act shall be excused for the period of the delay and the party so delayed shall be entitled to perform such term, covenant or act within the appropriate time period after the expiration of the period of such delay. This provision shall |

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| | not operate to excuse Licensee from the payment of Rent/Fees in the amounts and at the times specified in the License Agreement nor shall they apply so as to extend the period of time for the Licensee to complete Licensee's work or to extend the fixturing period, if any, nor shall they entitle the Licensee to compensation for any inconvenience, nuisance or discomfort thereby occasioned.<br><br>58. The Licensee shall not disturb, remove, prune or damage a tree or shrub within the Licensed Premises and/or adjacent natural area. If the Licensee has concerns over pruning or removal of a tree, shrub or habitat, the Licensee shall obtain written approval by the City Forester or designate prior to any work being conducted. The Licensee shall submit an Agreement for Contractors to Perform Arboricultural Services on Trees Under the Control of The Urban Forestry Branch found on the City of Winnipeg's website and shall hire a qualified contractor to perform the work, if the work is approved.<br><br>59. The Licensee shall not use any pesticide treatments in or around the Licensed Premises.<br><br>60. The Licensee shall be responsible for the evacuation of its volunteers, staff, and invitees during an emergency and must follow guidelines provided by the City of Winnipeg. |
| <u>City's Rights and Responsibilities</u> | 61. The City shall have the right of access to the Licensed Premises at any time (24 hours a day, seven days a week) by its employees or other persons acting with authorization, with or without equipment for any purpose whatsoever, including, but not limited to, those purposes related to viewing the state of repair, safety, protection, preservation or improvement of the Licensed Premises, and for doing any work to maintain, operate, repair, inspect or rehabilitate its existing water mains, sewer lines, and appurtenances, in or near to the Licensed Premises, without being responsible for any damage occasioned thereby.<br><br>62. The City reserves the right for BellMTS Inc. and The Manitoba Hydro-Electric Board and Water and Waste Department or other public utilities (hereinafter referred to as "Public Utilities") to enter upon the Licensed Premises at any time without notice to the Licensee for maintenance, repair or installation of their utilities without the City and/or the Public Utilities being |

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| | responsible for any damage occasioned thereby. Any removal or relocation of existing facilities as a result of the proposed License will be at the expense of the Licensee.<br><br>63. The Licensee shall notify the Utility Companies, Manitoba Hydro, Bell MTS, and Water and Waste Department of any proposed improvements and constructions on the Licensed Premises to verify any existing plant or facilities for the utility companies located within the Licensed Premises. |
| Other: | 64. The Licensee shall enter into a formal agreement with the City embodying the foregoing Proposed Terms and Conditions and such other Terms and Conditions as the Director of Legal Services deems necessary and, in a form, satisfactory to the Director of Legal Services following approval from the City's Standing Committees and Council, or its delegated authority, or such other date as mutually agreed upon and approved by the City's Director of Planning, Property & Development.<br><br>65. All terms and conditions contained herein, are subject to the approval of the City's Standing Committees and Council, or its delegated authority, and are not binding until such time as that approval is obtained. |

**Friends of Peanut Park Inc.** hereby agree(s) to enter into a Lease Agreement with the City of Winnipeg for the use of the property identified as "**Licensed Area"** on the attached Misc. Plan No. 15998/1 and in accordance with the terms and conditions as outlined herein.

*Original document signed by Lessee on February 17, 2026*
Per: _____
Name: Nicholas Logan
Title: President

*Original document signed by Lessee on February 17, 2026*
Per: _____
Name: Charles Feaver
Title: Vice President

## MISCELLANEOUS PLAN



## SCHEDULE B

## Eligibility Criteria for Below Market Lease/License to Non-Profit Organizations

| | Criteria | Meets Criteria | Does NOT Meet Criteria | Notes |
|---|---|---|---|---|
| **i.** | The Organization is a registered Non-Profit Organization. | ✔ | | Friends of the Peanut Park Inc. Is a registered Non-profit Organization |
| **ii.** | The Organization provides activities/ programs that are compatible with the City's provision of services/programs, or addresses an identified gap in service to the community as determined by Stakeholders. | ✔ | | Open air art installation. |
| **iii.** | The Organization provides a service for which there is a current and projected need in that location, as determined by Stakeholders, operating for a minimum prescribed number of operating hours. | ✔ | | Open air art installation, everyone is welcome to view/ |
| **iv.** | If the Organization requires a building, the Lease or Licence must be for a Designated Non-Profit Building. | ✔ | | No building required. |
| **v.** | The Organization agrees to pay proportionate Operating costs associated with the Lease or Licence (a requirement for improved and unimproved City property). | ✔ | | Yes. |
| **vi.** | The Organization agrees to provide their annual financial statements to the City prior to June 1 in each calendar year for the duration of the Lease or Licence. | ✔ | | Yes. |
| **General Remarks:** | | | | |

**Written by:** **John Myers – Secretary** **Date:** **September 2025**