Minutes - Executive Policy Committee – January 19, 2005

Minute No. 133
Report - Standing Policy Committee on Property and Development - January 17, 2005

Item No. 2 Closing and Sale - west side of Lagimodiere Boulevard north of Fermor Avenue to 4937938 Manitoba Ltd.
File SC-3.13(35) and FI-2.4(35)

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 closing and sale of the subject street rights-of-way identified as "City Lands to be Transferred to 4937938 Manitoba Ltd." on Misc. Plan No. 10510/5, in favour of 4937938 Manitoba Ltd., for the purchase price of $100,000.00 be approved in accordance with the terms and conditions of the Offer to Purchase dated September 23, 2004.

2. 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 – January 19, 2005

Report - Standing Policy Committee on Property and Development – January 17, 2005

DECISION MAKING HISTORY:

Moved by Councillor De Smedt,

That Rule 9.3 of the Procedure By-law be suspended in order that the following item, which was received too late to be placed on the regular agenda, may also be considered by Committee at this time.

Carried

Moved by Councillor De Smedt,

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 17, 2005, 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 Closing and Sale of Lands on West Side of Lagimodiere Boulevard North of Fermor Avenue to 4937938 Manitoba Ltd.**
Riel Community
St. Boniface Ward

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

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

Report date: December 24, 2004

Recommendation(s):

1. That the proposed closing and sale of the subject street rights-of-way identified as "City Lands to be Transferred to 4937938 Manitoba Ltd." on Misc. Plan No. 10510/5, in favour of 4937938 Manitoba Ltd., for the purchase price of $100,000.00 be approved in accordance with the terms and conditions of the attached form of Offer to Purchase dated September 23, 2004.
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:

- On February 24, 1999, Council adopted the recommendations contained in a report of the Standing Policy Committee on Property and Development, dated January 26, 1999, and declared the subject City property to be surplus to the City's requirements. The Committee also approved the sale/exchange of lands to Fairweather Properties Inc. or Nominee based on a price of $65,000 per acre. The net lands consisted of 2.33 acres for a price of $151,450.
- On November 15, 1999, Fairweather Properties Inc. advised that it was unable to secure a tenant for the property and therefore would not be proceeding with purchase of the subject City property.
- The Planning, Property and Development Department is now in receipt of an Offer to Purchase from 4937938 Manitoba Ltd. for the property shown as "City Lands to be Transferred to 4937938 Manitoba Ltd." on Misc. Plan No. 10510/5.

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 conducted an Environmental Site Assessment (ESA) on this property. In accordance with the Sales and Purchase Agreement, the Purchaser will have an opportunity to conduct its own ESA, at its own cost.

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:

Authority rests with the Standing Policy Committee on Property and Development to approve the sale of City-owned lands.

HISTORY:

On February 24, 1999, Council adopted the recommendations contained in a report of the Standing Policy Committee on Property and Development, dated January 26, 1999, and declared the subject City lands shown as “City Lands to be Transferred to 4937938 Manitoba Ltd.” on Misc. Plan No. 10510/5 (formerly shown as "City Lands to be Transferred to Fairweather Properties Inc.) surplus to the City’s requirements. The Committee also approved the sale/exchange of lands as shown on Misc. Plan No. 10510/5 to Fairweather Properties Inc. or Nominee based on a price of $65,000 per acre. The net lands consisted of 2.33 acres for a price of $151,450.

On November 15, 1999, the then Purchaser advised that it was unable to secure a tenant for the property and therefore would not be proceeding with purchase of the subject City property.

DISCUSSION:

The Planning, Property and Development Department recently received an Offer to Purchase/exchange for the closing and sale of the subject street rights-of-way from the new owners of the property formerly controlled by Fairweather Properties Inc. Details of the Offer are as follows:

City lands and street rights-of-way to be transferred to 4937938 Manitoba Ltd.

as shown on Misc. Plan No. 10510/5:

7,584.4
2,783.0
338.6
10,706 m² 115,242 ft² = 2.6455 acres

4937938 Manitoba Ltd. lands to be opened as street rights-of-way

as shown on Misc. Plan No. 10510/5:

477.6 m²
792.4 m²
1270 m² = 13,670 ft² = .3138 acres

Proposed purchaser: 4937938 Manitoba Ltd. or Nominee
(Walter, Robert and Eric Dyck WRE Development Ltd.)

Appraised Value s: $110,000 (City Land to be transferred to 4937938 Manitoba Ltd.)
$ 32,000 (4937938 Manitoba Ltd. lands to be transferred to the City)
$ 78,000 difference

Price offered: $100,000

Deposit: $15,000

Terms and Conditions: In addition to the City's standard terms and conditions, the terms and conditions of the Offer to Purchase include a requirement for the Purchaser to consolidate title to the City lands with title to the adjacent property as well as a 180 day due diligence period.

The originally approved sale to Fairweather Properties Inc. did not contemplate a requirement for the Purchaser to participate in the cost of the installation of a traffic control signal at the intersection of Paterson Street and Lagimodiere Boulevard. 4937938 Manitoba Ltd. has proposed a due diligence requirement to ensure that its share of the cost of the signalized intersection does not exceed $57,500, which is 25% of the cost of the existing traffic control signal.

The proposed sale/exchange involves the following:

1. The City transfers the lands shown as "City lands to be transferred to 4937938 Manitoba Ltd." on Misc. Plan No. 10510/5 to 4937938 Manitoba Ltd.
2. 4937938 Manitoba Ltd. transfers the lands shown as "4937938 Manitoba Ltd. lands to be transferred to the City" on Misc. Plan No. 10510/5 to the City and pays to the City an additional amount of $100,000.

The Planning, Property and Development Department recommends approval of the sale as per the terms and conditions of the Offer to Purchase dated September 23, 2004, for the following reasons:

1. 4937938 Manitoba Ltd., the adjacent owner, is the only logical buyer of the subject City property since the property is currently an open right-of-way.
2. The Purchaser is proposing to construct multiple family housing on the site which is supported by the area planner.
3. Ownership, servicing and access difficulties have been issues that have prevented the previous development of the adjacent privately owned lands. The land assembly and redefinition of boundaries will facilitate economic development resulting in the improvement of a currently vacant site and a significant increase in the tax base.
4. The price, including the City recovery of costs allocated for the traffic control signal, is consistent with previously approved sales.
5. The Purchaser is responsible for all costs related to the subdivision, rezoning and consolidation of the property, including application fees and survey costs.
6. The price offered is above the range of value as established by a current appraisal on the property.

Financial Impact Statement

Date: December 22, 2004

Project Name:

Proposed Closing and Sale of Lands on West Side of Lagimodiere Boulevard North of Fermor Avenue to 4937938 Manitoba Ltd.

First Year of Program 2005

	2005	2006	2007	2008	2009
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	$ 57,500	$ -	$ -	$ -	$ -
Less: Incremental Revenue/Recovery	157,500	-	-	-	-
Net Cost/(Benefit)	$ (100,000)	$ -	$ -	$ -	$ -
Less: Existing Budget Amounts	(100,000)	-	-	-	-
Net Budget Adjustment Required	$ -	$ -	$ -	$ -	$ -

Additional Comments:

The proponent will incur a cash outlay totalling $157,500, of which $57,500 will be used to offset a portion of the capital costs of traffic control signals to be installed at the intersection of Paterson St. and Lagimodiere Blvd. Net revenues of $100,000 will accrue to the City as a result of this transaction and will be credited to the Land Operating Reserve.

"Original signed by"
Mike McGinn, CA
Manager of Finance

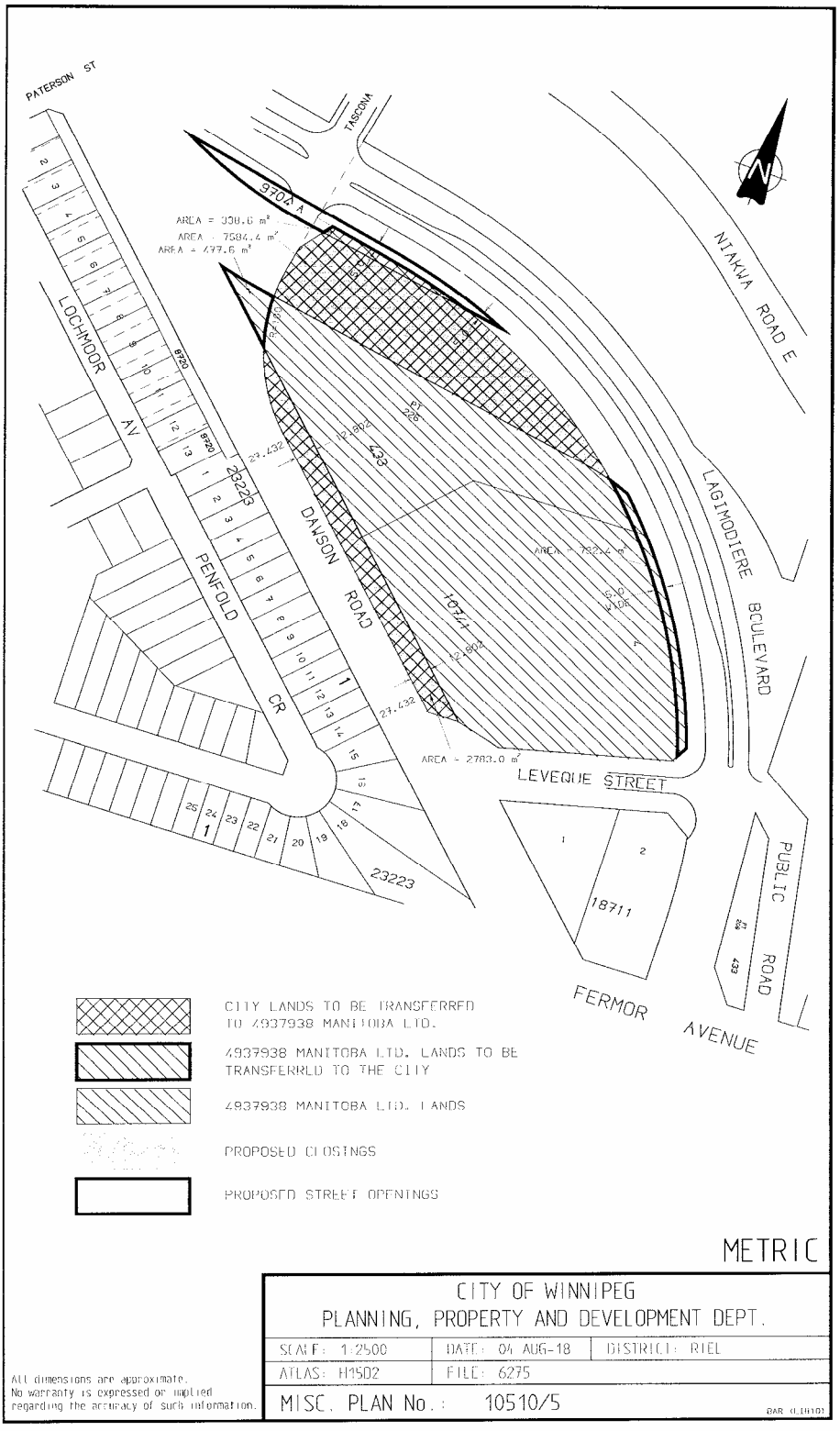
IN PREPARING THIS REPORT, THERE WAS CONSULTATION WITH AND CONCURRENCE BY:

PUBLIC WORKS DEPARTMENT

THIS REPORT SUBMITTED BY:

Planning, Property and Development Department
Division: Real Estate
Prepared by: Gerry Anderson
PPD File #: 6275

Document name: o:\reports directive\real estate\sales\(ga)proposed sale west side of lagimodiere.doc


PATERSON ST
TASCONA
970A A
AREA = 330.6 m²
AREA = 7584.4 m²
AREA = 497.6 m²
NIAKWA ROAD E
LOCHMOOR AV
PENFOLD CR
DAWSON ROAD
LAGIMODIERE BOULEVARD
LEVEQUE STREET
PUBLIC ROAD
FERMOR AVENUE
23223
433
PT 226
AREA = 7324.4 m²
AREA = 2783.0 m²
18711
CITY LANDS TO BE TRANSFERRED TO 4937938 MANITOBA LTD.
4937938 MANITOBA LTD. LANDS TO BE TRANSFERRED TO THE CITY
4937938 MANITOBA LTD. LANDS
PROPOSED CLOSINGS
PROPOSED STREET OPENINGS
METRIC
CITY OF WINNIPEG
PLANNING, PROPERTY AND DEVELOPMENT DEPT.
SCALE: 1:2500
DATE: 04 AUG-18
DISTRICT: RIEL
ATLAS: H15D2
FILE: 6275
MISC. PLAN No.: 10510/5
All dimensions are approximate.
No warranty is expressed or implied
regarding the accuracy of such information.

File No: 6275

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: -

Shown as "City Lands to be Transferred to "4937938 Manitoba Ltd." on Misc. Plan No. 10510/5. See attached Schedule "A"

(hereinafter called the "City Lands")

for the sum of $100,000.00 cash(the Purchase Price), 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 $15,000.00, 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.

(3) It is understood and agreed that 4937938 Manitoba Ltd will receive title to the City Lands shown as " City lands to be transferred to 4937938 Manitoba Ltd and the City of Winnipeg is to receive title to the lands shown as "4937938 Manitoba Ltd lands to be transferred to the City " as shown on Misc. Plan No. 10510/5.

2. (1) The date of Closing, Possession and adjustments shall be on or before two hundred and ten (210) days from the date of approval of the sale provided that in the event that an extension or extensions are required by the Purchaser under paragraph 12.(2), then the date of closing, possession and adjustments shall be the date by whichthe Purchaser has to satisfy the due diligence condition contained in paragraph 12.(1)(a) in accordance with the aforesaid extension or extensions, or sooner by mutual consent.

(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 City Lands as though the City 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 CityLands shall, at the City's sole discretion, be fully ended without notice of 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 City Lands at the Purchaser's own expense.

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

6. The sale of the City Lands to the Purchaser shall be subject to the provisions of the By-laws of the City of Winnipeg and all amendments thereto. Furthermore the Purchaser acknowledges and understands that it's proposed use and development of the City Lands may require applications for rezoning, variances or conditional uses and/or amendments to Plan Winnipeg, which applications and resulting land dedication charges (if any) are to be at the sole cost and responsibility of the Purchaser.

7. The Purchaser agrees that the City may register and maintain a caveat against the City 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 City 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 City 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, 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 City Lands in safe condition at all times during the conduct of any work done in pursuance of this Clause 9; and

(3) restore the City 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 City Lands to the City for its own use, at no cost to the City no later than one hundred and eighty (180) days from the date of approval.

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 City Lands and documentation to that effect is produced to the City within one hundred and eighty (180) 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 City Lands to Provincial Environmental standards within 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 City Lands.

10 (1) The Purchaser agrees that the sale of the City 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 City 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 City Lands 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 City 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 City Lands;

(2) the Purchaser has inspected or investigated the City Lands, the title thereto, the Permitted Encumbrances, any tenancies and all other matters material to the Purchase and the proposed use of the City 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 City Lands on an "as is", "where is" basis, and is purchasing the City 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 City 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 City 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.

(6) The Purchaser is aware that the Purchaser / Developer will be required to pay it's share of the cost of the existing traffic control signal at the intersection of Paterson Street and Lagimodiere Boulevard.

12. Due Diligence

(1). It is understood and agreed that the Purchaser has 180 days to satisfy the following due diligence conditions :

a) Subdividing and rezoning the property to satisfy the requirements of the Purchaser at the Purchaser's sole and unfettered discretion.

b) Arranging for suitable access for the site.

c) Verifying servicing costs.

d) Arranging Financing for the Development.

e) The Purchaser determining that the Purchaser's cost of the traffic control signal at Lagimodiere Blvd. and Paterson Street / Tascona Rd. does not exceed $57,500.00.

f) That any and all registrationsagainst the City lllllllllllllllLands which the Purchaser is required to assume are accepted by the Purchaser.

(2). It is understood and agreed that the Purchaser shall be entitled to two further extensions of 60 days each, if required by the Purchaser to satisfy the due diligence condition contained in paragraph 12.(1) a).

(3) The Purchaser is to advise the City in writing on or before 180 days from the date of approval, or if a further extension or extensions are required as provided for in paragraph 12.(2), on or before the expiry date of such further extension or extensions, of the satisfaction or waiving of the due diligence conditions contained in paragraph

If the City has not been so advised, the sale shall become null and void and the deposit monies shall be returned to the Purchaser.If within the Due Diligence Period the Purchaser has determined in it's unfettered discretionthat it is not satisfied with the results of it's Due Diligence, this agreement shall be null and void and the deposit shall be returned to the Purchaser by the City without interest.

13. 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, including but not limited to:

(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 Lands including the servicing of the City Lands;

(c) The Purchaser will be acquiring the Subject City Lands 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 subdivision, rezoning, 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.

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

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 City Lands to be conveyed by the City and the Purchaser's adjoining property shown as 4937938 Manitoba Ltd Lands on Misc. Plan No. 10510/5 (herein 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.

15. It is understood and agreed that there is to be no charge to 4937938 Manitoba Ltd (the Purchaser) for any outstanding local improvement levies attributable to the City Lands acquired by the Purchaser that are fronting on Lagimodiere Blvd. The Purchaser is to be responsible for all local improvement charges attributable to the remaining Lagimodiere Blvd. frontage owned by the Purchaser.

16. 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 "proposed street openings" on Misc. Plan No. 10510/5 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.

17. It is understood and agreed that the sale of the City Lands is subject to enactment of the closing by-law.

18. 4937938 Manitoba Ltd is responsible for providing all plans of subdivision and survey work at 4937938 Manitoba Ltd.'s expense.

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

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

21. 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.

22. 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.

23. 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 and the City Lands being declared surplus to the City's needs.

24. The Purchaser shall have the right to nominate in writing any person,firm or corporation , including a limited company to be herein after incorporated, to take title to the property in it's place and stead.In such event each and every of the Purchaser's agreements and/or covenants herein contained shall be assumed and discharged by such nominee, without recourse to the Purchaser.

25. On or after the Approval Date , the City hereby consents to the inclusion of the City Lands in any application by the Purchaser to re-zone and/or subdivide and/or obtain a variance and/or conditional use of the City Lands and/or the 4937938 Manitoba Ltd. Lands.and the City shall, upon written request of the Purchaser, forthwith provide any written consent and/or authorization with respect to any such application by the Purchaser.

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

4937938 Manitoba Ltd. 640 - 5 Donald St
Name (Please Print) Address

Purchaser's Registration No. (G.S.T.) 13014 6764 RT0001

IN WITNESS WHEREOF the Purchaser has signed this document in

Winn, Manitoba, this 23rd day of Sept. 2004

Witness Authorized Signature

Walter Dyck (Sec Treas)
Name and Title of Authorized Signature (Please print)

Witness Authorized Signature

Erick Dyck (Vice President)

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

SCHEDULE "A"

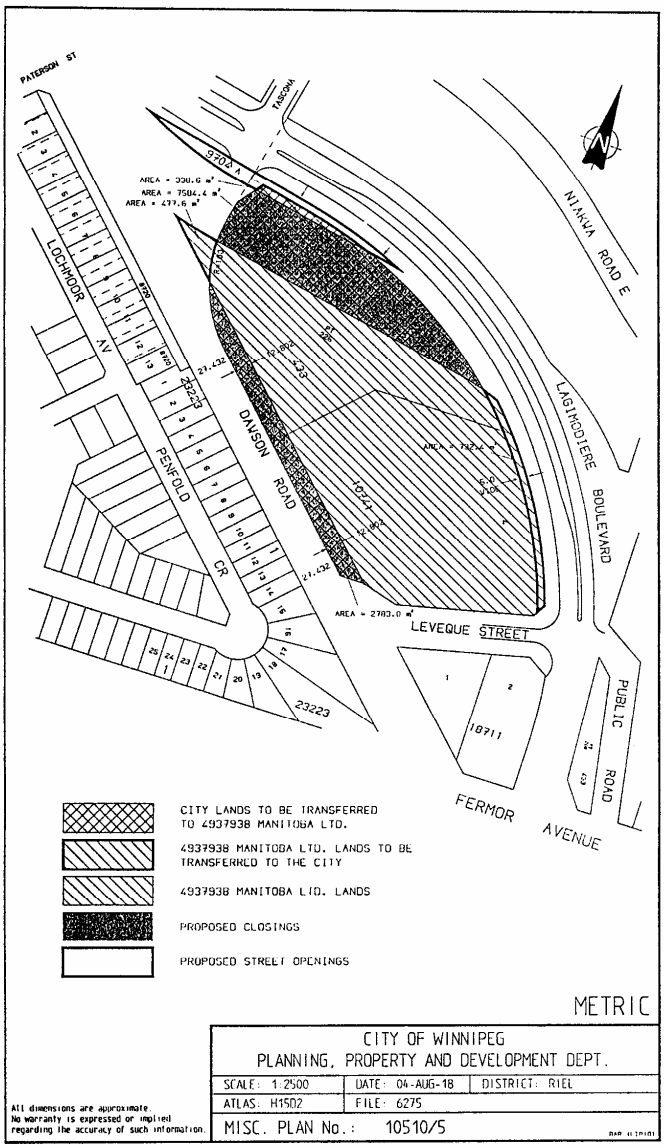

PATERSON ST
TASCONA
NIAKWA ROAD E
LOCHMOOR AV
PENFOLD CR
DAWSON ROAD
LAGIMODIERE BOULEVARD
LEVEQUE STREET
FERMOR AVENUE
PUBLIC ROAD
AREA = 330.6 m²
AREA = 7504.4 m²
AREA = 477.6 m²
AREA = 2783.0 m²
23223
18711
CITY LANDS TO BE TRANSFERRED TO 4937938 MANITOBA LTD.
4937938 MANITOBA LTD. LANDS TO BE TRANSFERRED TO THE CITY
4937938 MANITOBA LTD. LANDS
PROPOSED CLOSINGS
PROPOSED STREET OPENINGS
METRIC
CITY OF WINNIPEG
PLANNING, PROPERTY AND DEVELOPMENT DEPT.
SCALE: 1:2500
DATE: 04-AUG-18
DISTRICT: RIEL
ATLAS: H1502
FILE: 6275
MISC. PLAN No.: 10510/5
All dimensions are approximate. No warranty is expressed or implied regarding the accuracy of such information.

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 _____
(Signature of Registered Owner)