Agenda - Council - January 26, 2005

Report - Standing Policy Committee on Property and Development - January 10, 2005

Item No. 15 Sale/Exchange of Lands - Boulton Bay for former CN Oak Point Line Lands
File FI-2.4(32) [c/r DASZ 15/2004]

STANDING COMMITTEE RECOMMENDATION:

On January 19, 2005, 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 sale/exchange of lands between the City and Marwest be approved as follows:

   A. Marwest to receive title to the property shown as "Subject City Property" on Misc. Plan No. 12223/4, and

   B. the City to receive title to the property shown as "Part CN Oak Point Line Optioned by Marwest" on Misc. Plan No. 12223/4 and $75,000.00 in accordance with the terms and conditions of the Offer to Purchase attached to the report from the Director of Planning, Property and Development dated December 29, 2004, subject to minor changes as agreed to by the City Solicitor/Manager of Legal Services.

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

Report - Standing Policy Committee on Property and Development - January 10, 2005

DECISION MAKING HISTORY:

EXECUTIVE POLICY COMMITTEE RECOMMENDATION:

On January 19, 2005, 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 January 10, 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 Sale/Exchange of Lands Located at Boulton Bay for Former CN Oak Point Line Lands**
City Centre Community
River Heights-Fort Garry Ward

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

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

Report date: December 29, 2004

Recommendation(s):

1. That approval be given for the sale/exchange of lands between the City and Marwest as follows: (a) Marwest receives title to the property shown as "Subject City Property" on Misc. Plan No. 12223/4, and (b) the City receives title to the property shown as "Part CN Oak Point Line Optioned by Marwest" on Misc. Plan No. 12223/4 and $75,000.00 in accordance with the terms and conditions of the attached Offer to Purchase subject to minor changes as agreed to by the City Solicitor/Manager of Legal Services.

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 June 9, 1972, the City of Winnipeg, Lakeview Developments Limited and Metropolitan Homes Limited entered into a development agreement for the development of the lands located generally east of Kenaston Boulevard between Grant and Taylor Avenues. The park commonly known as Joe Malone Park was created under this agreement.

- The Planning, Property and Development Department is in receipt of a proposal from Marwest to exchange the lands shown as "Part CN Oak Point Line optioned by Marwest" for the "Subject City Property", shown on Misc. Plan No. 12223/4. Marwest is proposing to construct a "for profit", four storey, 95 unit seniors assisted living apartment building on the subject City property

- Ongoing negotiations with Marwest have resulted in Marwest providing the attached Offer to Purchase document. Marwest will receive title to the property shown as "Subject City Property" on Misc. Plan No. 12223/4 and the City will receive the title to the property shown as "Part CN Oak Point Line Optioned by Marwest" on Misc. Plan No. 12223/4. The proposed sale/exchange of lands requires Marwest to pay $40,000 to compensate for the loss of the playground equipment and baseball facility. Marwest will also be responsible for relocating and reconstructing the parking lot. In addition, Marwest will be providing additional monies in the amount of $75,000 to cover the

difference in the value of the exchanged lands. Marwest are to have a right of First Refusal to purchase the 20 foot strip of land located between their two properties for the sum of one dollar in the event that the City declares it to be surplus to the City's requirements.

- The adjoining neighbourhood have had serious concerns regarding development of the CN lands and are supportive of an exchange of lands that will result in the CN lands being transferred to the City to be used for park purposes.
- The values as established are in accord with an appraisal completed on the subject properties and terms and conditions that are acceptable for replacement of the existing facilities.

Implications of the Recommendation(s):

General implications:

	None
	For the organization overall and/or for other departments
X	**For the community and/or organizations external to the City of Winnipeg**
	Involves a multi-year contract

Comment(s):

- The acquisition of the CN lands for Park and Recreation purposes will have a positive impact on the adjacent residential area.
- The proposed assisted living apartment development is an appropriate development at this location.

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.
- Marwest will be providing a copy of a letter from the CNR indicating that the CNR lands are environmentally safe.

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 a proposal from Marwest to exchange the lands shown as "Part CN Oak Point Line optioned by Marwest" for the "Subject City Property", as shown on Misc. Plan No. 12223/4. Approval by the Standing Policy Committee on Property and Development for the proposed sale/exchange is required.

HISTORY:

On June 9, 1972, the City of Winnipeg, Lakeview Developments Limited and Metropolitan Homes Limited entered into a development agreement for the development of the lands located generally east of Kenaston Boulevard between Grant and Taylor Avenues. The park commonly known as Joe Malone Park was created under this agreement.

March 6, 1984, the former Committee on Finance concurred in the recommendation of the Parks and Recreation Department to acquire the additional lands (Lot 1, Plan 17404) between Mathers Bay and Boulton Bay to complete the lineal extension of the Joe Malone Park (this property was already landscaped and being maintained by the City for Parks and Recreation purposes).

The subject City property as shown on Misc. Plan No. 12223/4 is part of the above lands.

The Planning, Property and Development Department is in receipt of a proposal from Marwest to exchange the lands shown as "Part CN Oak Point Line optioned by Marwest" on Misc. Plan No. 12223/4 for the "Subject City Property". Marwest is proposing to construct a "for profit", four storey, 95 unit seniors assisted living apartment building on the subject City property

Details of the Properties are as Follows:
City Lands to be transferred to Marwest

Location:	Boulton Bay East of Kenaston Boulevard (shown as Subject City Property on Misc. Plan No. 12223/4)
Legal Description:	Part lots 1 Plan17404 and Part lot 3 Plan 27601
Size:	6,912 s. m. (74,405 s. f.) 1.708 acres
Zoning:	Currently: PR-1 Parks and Recreation District Proposed: RM-4 Multiple Family District under DASZ 15/04

Marwest controlled Lands to be transferred to the City

Location:	Between Mathers Bay and Taylor Avenue West of Centennial Street (Shown as Part CN Oak Point Line Optioned by Marwest on Misc. Plan No. 12223/4)
Legal Description:	Block 21 Plan 1538
Size:	10,093.7 s.m. (108,648 s.f.) 2.494 acres
Zoning:	PR-1 Parks and Recreation District R1-4 Single Family Residential District

Ongoing negotiations with Marwest have resulted in Marwest providing the attached Offer to Purchase document. Marwest will receive title to the property shown as "Subject City Property" on Misc. Plan No. 12223/4 and the City will receive the title to the property shown as "Part CN Oak Point Line Optioned by Marwest" on Misc. Plan No. 12223/4. The proposed sale/exchange of lands requires Marwest to pay $40,000 to compensate for the loss of the playground equipment and baseball facility. Marwest will also be responsible for providing a Letter of Credit in the amount of $35,000 to cover the costs of relocating and reconstructing the parking lot. In addition, Marwest will be providing additional monies in the amount of $75,000 to cover the difference in the value of the exchanged lands. Marwest are to have a right of First Refusal to purchase the 20 foot strip of land located between their two properties for the sum of one dollar in the event that the City declares it to be surplus to the City's requirements.

The Marwest Rezoning and Subdivision application (DASZ 15/2004) has been approved by Council. Enactment of the by-law has yet to be processed. Council has declared the subject City property to be surplus to the City's requirements.

DISCUSSION:

The adjoining neighbourhood have had concerns about development of the CN lands and are supportive of an exchange of lands that will result in the CN lands being transferred to the City to be used for park purposes.

The Rezoning and Subdivision application (DASZ 15/2004) required to accommodate the Marwest project has been approved by Council. The recommendation was based on the fact that the exchange of lands will provide a greater amount of green space for the area and provide certainty for the former CN lands which were a concern to the neighbourhood.

The Planning Property and Development Department recommends that approval be given for the sale/exchange of lands whereby Marwest receive title to the property shown as “Subject City Property” on Misc. Plan No. 12223/4 and the City receives title to the property shown as “Part CN Oak Point Line Optioned by Marwest” on Misc. Plan No. 12223/4 and $75,000.00 in accordance with the terms and conditions of the attached Offer to Purchase subject to minor changes as agreed to by the City Solicitor/Manager of Legal Services.

The values as established are in accord with an appraisal completed on the subject properties and the terms and conditions are acceptable for replacement of the existing facilities.

The Sale /Exchange will result in the following:

a) significant tax revenue will be created on the site

b) the net proceeds from the sale are to be credited to the respective Community Committee Land Dedication Reserve Fund.

c) $40,000 will be available in the Community Committee Land Dedication Reserve Fund to compensate for the loss of the playground and baseball facilities.

d) The issue involving the development of this section of the CNR lands will be resolved.

Financial Impact Statement — Dec. 22/04

Project Name: — **First Year of Program** 2005

Proposed Sale/Exchange of Lands Located at Boulton Bay for Former CN Oak Point Line Lands

	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	$ 7,500	$ -	$ -	$ -	$ -
Less: Incremental Revenue/Recovery	115,000	-	-	-	-
Net Cost/(Benefit)	$ (107,500)	$ -	$ -	$ -	$ -
Less: Existing Budget Amounts	(107,500)	-	-	-	-
Net Budget Adjustment Required	$ -	$ -	$ -	$ -	$ -

Additional Comments:

The net proceeds of this sale are to be credited to the respective Community Committee Land Dedication Reserve Fund. The above analysis, includes an amount of $40,000 which will also be credited to the Community Committee Land Dedication Reserve fund to compensate for the loss of the playground and baseball facilities.

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

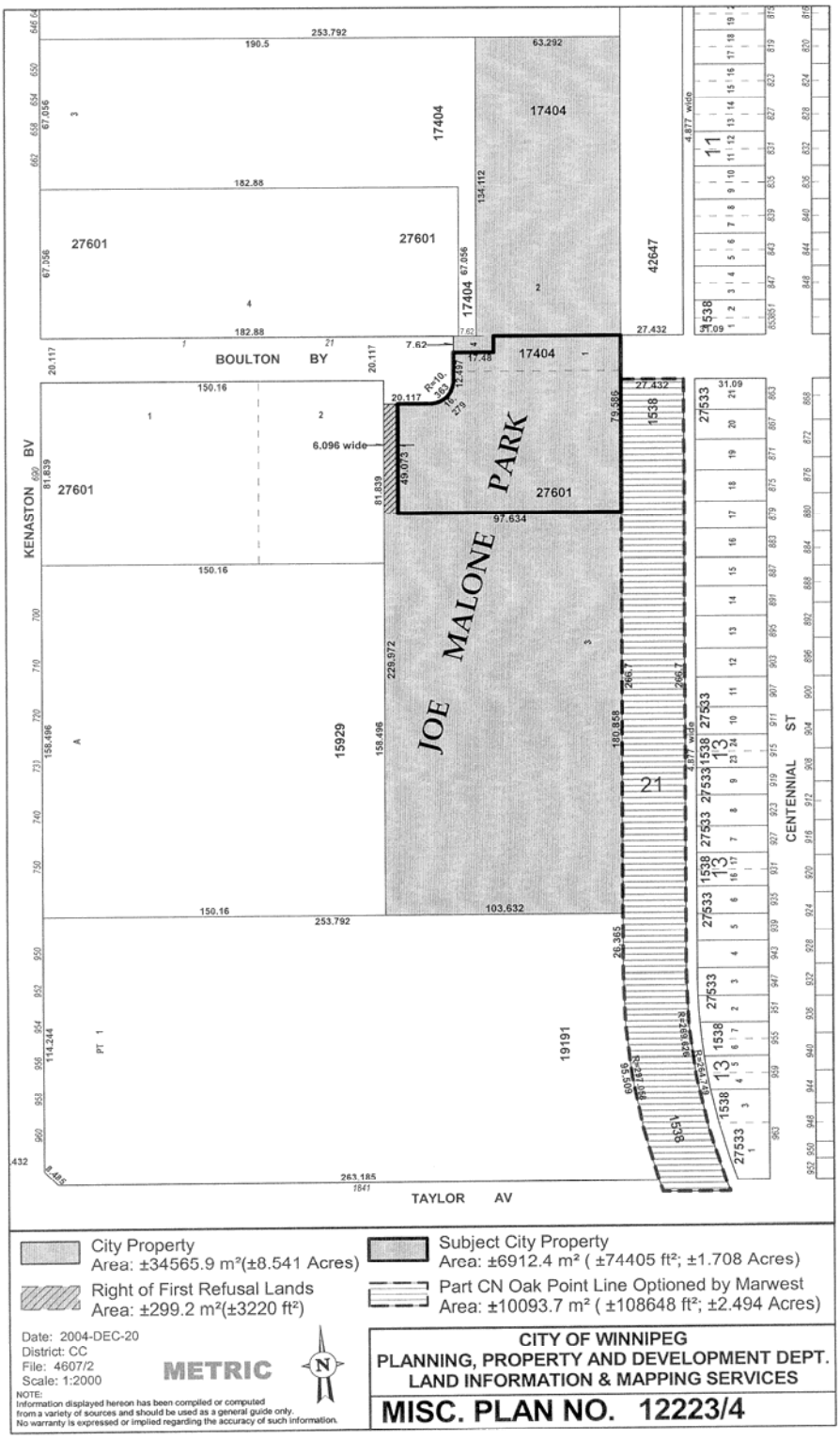
IN PREPARING THIS REPORT, THERE WAS CONSULTATION WITH AND CONCURRENCE BY:

THIS REPORT SUBMITTED BY:

N/A

Planning, Property and Development Department
Division: Real Estate
Prepared by: Gerry Anderson
PPD File #: 4607/2

Document name: o:\reports directive\real estate\sales\(ga)boulton bay.doc


BOULTON BY
TAYLOR AV
KENASTON BV
CENTENNIAL ST
JOE MALONE PARK
17404
27601
42647
15929
19191
City Property
Area: ±34565.9 m²(±8.541 Acres)
Right of First Refusal Lands
Area: ±299.2 m²(±3220 ft²)
Subject City Property
Area: ±6912.4 m² (±74405 ft²; ±1.708 Acres)
Part CN Oak Point Line Optioned by Marwest
Area: ±10093.7 m² (±108648 ft²; ±2.494 Acres)
Date: 2004-DEC-20
District: CC
File: 4607/2
Scale: 1:2000
METRIC
NOTE:
Information displayed hereon has been compiled or computed from a variety of sources and should be used as a general guide only. No warranty is expressed or implied regarding the accuracy of such information.
CITY OF WINNIPEG
PLANNING, PROPERTY AND DEVELOPMENT DEPT.
LAND INFORMATION & MAPPING SERVICES
MISC. PLAN NO. 12223/4

File No: 4607/2

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 "Subject City Property - Area: ±6912.41 m^2 (±1.708 Acres)" on Misc. Plan No. 12223/4 attached hereto as Schedule "A" (hereinafter called the "City Lands")

for the sum of $75,000.00 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 $11,250.00, 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 the Purchaser will receive title to the City Lands and the City of Winnipeg is to receive title to the lands shown as "Part CN Oak Point Line Optioned by Marwest – Area: ±10093.7 m^2 (±2.494 Acres) as shown on Misc. Plan No. 12223/4 . attached hereto as Schedule "A"

(4) The date of Closing, Possession and adjustments shall be on or before one hundred and twenty (120) days from the date of approval of the sale, and 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.

(5) 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 Tax 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 City 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 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 its 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 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 ninety (90) 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 ninety (90) 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 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 City Lands to Provincial Environmental standards within 90 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. The Purchaser declares that the property shown as "Part CN Oak Point Line Optioned by Marwest" – Area: ±10093.7 m^2 (±2.494 Acres)" on Misc. Plan No. 12223/4 attached hereto as Schedule "A" which is to be conveyed to the City meets the environmental standards for its intended use for public park purposes and;

(1).The Purchaser further declares that:

a) the subject property complies with all applicable environmental laws, regulations and bylaws;
b) there are no outstanding governmental orders or requests for information;

c) there are no existing, pending or threatened actions of an environmental nature;

d) there are no waste disposal sites on the property, nor has the property ever been used as a landfill or waste disposal site, or for temporary storage of special wastes on an interim basis pending treatment or disposal.

(2).The Purchaser further acknowledges and accepts that should the City determine that there are environmental concerns or contamination, the City may elect to cancel the proposed purchase.

(3).The Purchaser shall supply copies of any environmental studies undertaken on the subject property.

(4).The Purchaser will permit the City at its discretion and expense, before the possession date, to conduct or have conducted on its behalf an Environmental Site Assessment together with any soil testing and analysis required.

11. (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, MTS Allstream Inc., 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.

12. 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.

13. It is understood and agreed that the Purchaser has made application to rezone and subdivide the City Lands under DASZ 15/2004 and that the sale is subject to the Purchaser subdividing and rezoning the property to satisfy the requirements of the

Purchaser. The sale is also subject to the Purchaser entering into the appropriate Servicing and Development Agreements applicable to the process.

14. It is 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 the cost of preparation and registration in the Winnipeg Land Titles Office of the Plan of Subdivision;

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

(c) The Purchaser will be acquiring the 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;

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

(f) The Purchaser shall pay the costs of registration in the Winnipeg Land Titles Office of the Transfer of Land transferring the City Lands to the Purchaser as well as the land transfer tax payable thereon.

15. It is understood and agreed that the Purchaser will transfer to the City, free and clear of all encumbrances, the lands shown as "Part CN Oak Point Line Optioned by Marwest – Area: ±10093.7 m^2 (±2.494 Acres)" on Misc. Plan No. 12223/4 attached hereto as Schedule "A"" at no cost to the City. The City shall pay the costs of registration in the Winnipeg Land Titles Office of the Transfer of the lands shown as "Part CN Oak Point Line Optioned by Marwest – Area: ±10093.7 m^2 (±2.494 Acres)" on Misc. Plan No. 12223/4 as well as the land transfer tax payable thereon.

16. It is understood and agreed that:

a) The Purchaser is responsible for the replacement and relocation of the existing parking lot improvements on the City Lands, in the amount of $35,000.00. The Purchaser is required to post a letter of credit, which is renewable until the improvements have been replaced and or relocated to the satisfaction of the Director of the Planning Property and Development Department or his delegate.

b) The Purchaser is required to provide $40,000.00 at the date of closing, to make up for the loss of the baseball diamond and the play structure. The monies will be used to replace the facilities in the area as the Planning Property and Development Department deems appropriate. The replacement of the facilities will not necessarily be in Joe Malone Park.

17. It is understood and agreed that the Purchasser will have the Right of First Refusal to acquire the land shown as "Right of First Refusal Lands" on Misc. Plan No. 12223/4 for the price of one dollar ($1.00) in the event that the City declares these lands to be surplus to the City's requirements. The Purchaser is aware that the lands will require rezoning and subdivision at the time and that the Purchaser will be responsible for all costs.

18. The Purchaser is responsible for providing all plans of subdivision and survey work at the Purchaser'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 City Lands before the transfer of the City 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 full, true and correct name of the Purchaser is as follows: -

_____

Name (Please Print) Address

Purchaser's Registration No. (G.S.T.)_____

IN WITNESS WHEREOF the Purchaser has signed this document in

_____, _____, this _____ day of _____2004

_____ _____

Witness Authorized Signature

_____

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:

_____

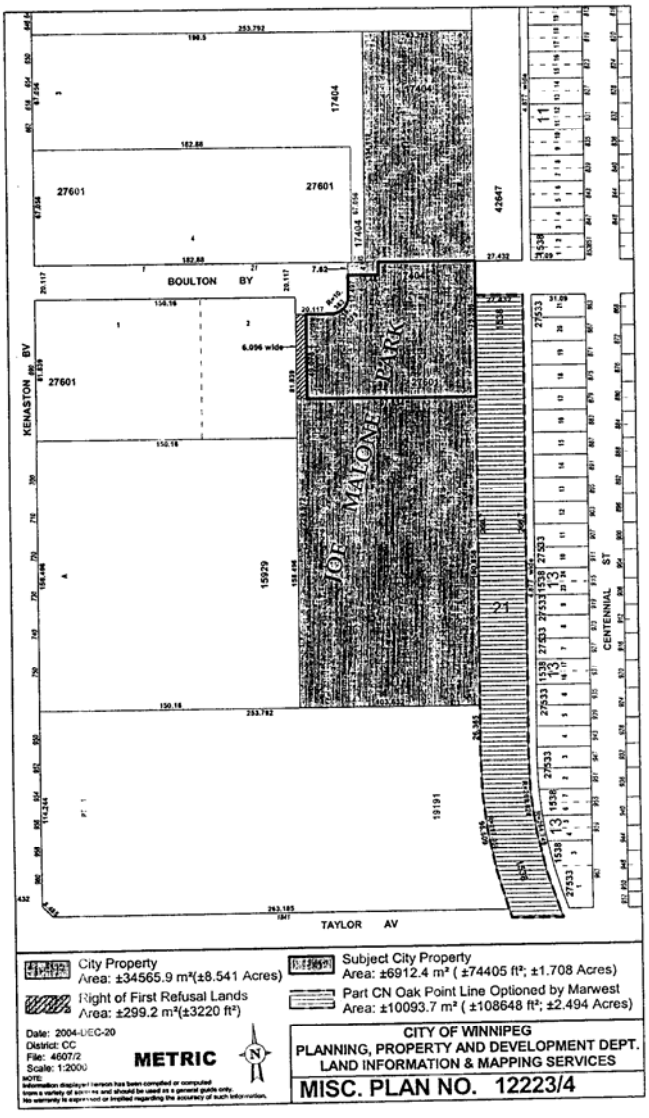
Planning Property and Development Department

Certified as to form:

_____

for City Solicitor/Manager of Legal Services

SCHEDULE "A"


BOULTON BY
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27601
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City Property
Area: ±34565.9 m²(±8.541 Acres)
Right of First Refusal Lands
Area: ±299.2 m²(±3220 ft²)
Subject City Property
Area: ±6912.4 m² (±74405 ft²; ±1.708 Acres)
Part CN Oak Point Line Optioned by Marwest
Area: ±10093.7 m² (±108648 ft²; ±2.494 Acres)
Date: 2004-DEC-20
District: CC
File: 4607/2
Scale: 1:2000
METRIC
CITY OF WINNIPEG
PLANNING, PROPERTY AND DEVELOPMENT DEPT.
LAND INFORMATION & MAPPING SERVICES
MISC. PLAN NO. 12223/4

EXHIBIT "A"

Real Owner Application

To the City Assessor

_____ Roll No. _____
(Name of Municipality)

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)