Agenda - Council - March 23, 2005

Report - Standing Policy Committee on Property and Development - March 7, 2005

Item No. 20 Sale - west side of the Perimeter Highway, south of Portage Avenue - 4922507 Manitoba Ltd.
File FI-2.4(31)

STANDING COMMITTEE RECOMMENDATION:

On March 16, 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 "Subject City Property", as shown on Misc. Plan No. 10618/7, be declared surplus to the City's requirements.

2. That the sale of the "Subject City Property" as shown on Misc. Plan No. 10618/7 to 4922507 Manitoba Ltd. be approved for the purchase price of $343,600.00 in accordance with the terms and conditions of the Offer to Purchase dated January 14, 2005.

3. That the sale of the "Subject City Property" as shown on Misc. Plan No. 10618/7 be subject to the approval of a rezoning and subdivision for residential and park development only.

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

Report - Standing Policy Committee on Property and Development - March 7, 2005

DECISION MAKING HISTORY:

EXECUTIVE POLICY COMMITTEE RECOMMENDATION:

On March 16, 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 March 7, 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 of City-owned Property located on the West side of the Perimeter Highway, South of Portage Avenue – 4922507 Manitoba Ltd.**
Assiniboia Community
St. Charles Ward

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

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

Report date: February 23, 2005

Recommendation(s):

1. That Council declare the "Subject City Property" as shown on Misc. Plan No. 10618/7, attached, surplus to the City's requirements.

2. Subject to Recommendation No. 1, that approval be given for the sale of the "Subject City Property" as shown on Misc. Plan No. 10618/7 attached, to 4922507 Manitoba Ltd. for the purchase price of $343,600.00 in accordance with the terms and conditions of the attached Offer to Purchase dated January 14, 2005.

3. That the sale of the "Subject City Property" as shown on Misc. Plan No. 10618/7 be subject to the approval of a rezoning and subdivision for residential and park development only.

REPORT SUMMARY

Key Issues:

- The City-owned property shown shaded on Misc. Plan No. 10618/7 was acquired by Tax Sale in 1992 from Victoria Park Development Ltd.

- In 1999, the Planning, Property and Development Department, through its Land Enhancement Program, reviewed the potential development of the site. It was determined that given the costs to service the subject site and the projected revenues, the highest and best use was for the City to sell the lands to an adjacent owner to be incorporated into a larger residential subdivision.

- On February 21, 2001, the Department received a letter from Longboat Capital Group (Longboat) with respect to its interest in acquiring the subject City lands. Longboat, through an affiliated holding company, Manchester Trading Company (1985) Limited, had ownership of approximately 30 acres along the Assiniboine River, East of Camp Manitou Road. Longboat was interested in acquiring the subject City lands for inclusion within its proposed residential development.

- On May 3, 2001, the Standing Policy Committee on Property and Development instructed the Director of the Planning, Property and Development Department to negotiate the terms of sale with Longboat.

- Ongoing negotiations have resulted in the Department receiving from 4922507 Manitoba Ltd. (subsidiary of Longboat) an Offer to Purchase the "Subject City Property" as shown on Misc. Plan No. 10618/7.

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):

- An Environmental Site Assessment (ESA) has not been conducted 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:

The Planning, Property and Development Department is in receipt of an Offer to Purchase the "Subject City Property" as shown on Misc. Plan No. 10618/7. Approval by the Standing Policy Committee on Property and Development for the proposed sale is required.

HISTORY:

The City-owned property shown shaded on Misc. Plan No. 10618/7 was acquired by Tax Sale in 1992 from Victoria Park Development Ltd. At its meeting held on December 1, 1992, the former Committee on Finance and Administration instructed the former Director of the Land Surveys and Real Estate Department to:

> *"...withhold this property from sale until such time as the City's needs are identified at this location and to deny the request of the former owner to re-acquire title to the property on a redemption for tax basis."*

In 1999, the Planning, Property and Development Department, through its Land Enhancement Program, reviewed the potential development of the site. It was determined that given the costs to service the subject site and the projected revenues, the highest and best use was for the City to sell the lands to an adjacent owner to be incorporated into a larger residential subdivision. In this regard, the Department circulated the property to all City Departments to determine if the site could be declared surplus and offered for sale. There were no objections to a potential sale of the site provided that a portion of the property was retained as a "High-Quality Natural Area" for park/open space purposes.

On April 18, 2000, the Assiniboia Community Committee advised that it had no objections to the proposed sale of the subject property.

On February 21, 2001, the Department received a letter from Longboat with respect to its interest in acquiring the subject City lands. Longboat, through an affiliated holding company, Manchester Trading Company (1985) Limited, had ownership of approximately 30 acres along the Assiniboine River, East of Camp Manitou Road. Longboat was interested in acquiring the subject City lands for inclusion within its proposed residential development.

Longboat advised that its proposed development would create approximately 120 residential lots. The average size of the lots will be approximately 80 feet wide by 150 feet deep (12,000 square feet). The overall development would require the reconfiguration of the existing property boundaries with a number of the adjacent landowners in the area. Longboat indicated that it commenced discussions with the various landowners in the area to reconfigure the land holdings to facilitate the proposed residential development. At that time, only preliminary discussions had been held with various landowners to appropriately assemble all of the lands for the proposed development. Longboat indicated it was confident that it would be able to make suitable arrangements with each of the various landholders.

The affected parties were as follows:

- The Roman Catholic Archiepiscopal Corporation of Winnipeg (Assumption Cemetery)
- The First Alliance Church

- Chapel Lawn Memorial Gardens Ltd.
- The City of Winnipeg
- Fairmont Real Estate Ltd. (Cholakis family)

On May 3, 2001, the Standing Policy Committee on Property and Development instructed the Director of the Planning, Property and Development Department to negotiate the terms of sale with Longboat for the "Subject City Property" shown hatched on Misc. Plan No. 10618/2 and report back to the Standing Policy Committee on Property and Development.

DISCUSSION:

Ongoing negotiations have resulted in the Department receiving from 4922507 Manitoba Ltd. (subsidiary of Longboat) an Offer to Purchase the "Subject City Property" as shown on Misc. Plan No. 10618/7.

Details of the Offer are as follows:

Location:	Approximately 1,200 feet South of Portage Avenue, immediately West of the Perimeter Highway
Legal Description:	Part Lot 1, Plan 18878
Registered Owner:	The City of Winnipeg
Certificate of Title No.:	1241002
Realty Roll No.:	Part 7-0-2052300
Zoning:	"A" Agriculture District
Site Size/Area:	27.488 acres identified as "Subject City Property" on Misc. Plan No. 10618/7 The lands are vacant and undeveloped. The site extends almost to the Assiniboine River. A portion of the lands that is adjacent to the Assiniboine River has been identified as a "High-Quality Natural Area" in Plan Winnipeg 2020 Vision and is to be retained by the City for park/open space purposes.
Proposed Purchaser:	4922507 Manitoba Ltd. (R. Stephen Chipman)
Price Offered:	$343,600.00 ($12,500.00 per acre)
Deposit:	$51,540.00

The Offer to Purchase is in accord with the City's standard terms and conditions and is subject to the following:

a) Due Diligence:

This Offer to Purchase shall be subject to the following conditions:

- The Purchaser assembling the lands necessary to complete the approximately 90 acre development of which the subject City property forms a part.
- The Purchaser obtaining a rezoning and subdivision of the lands to allow the development of the lands for residential use.

- The Purchaser satisfying itself as to the geotechnical condition of the site from a construction suitability assessment.
- The Purchaser completing satisfactory negotiations with the City of Winnipeg, the Province of Manitoba, the adjacent landowners and the Municipality of Headingley to provide satisfactory access to the proposed subdivision.
- If any of these conditions are not satisfied or waived in writing within 180 days from the date of approval, this Offer to Purchase shall be null and void, and the deposit monies are to be returned to the Purchaser forthwith without deduction.

b) The date of Closing, Possession and adjustments shall be on or before 210 days from the date of approval of the sale.

Site Configuration:

The size and configuration of the site was changed to reflect the requirements of the Park Strategic Planner who indicated that the City will require the land fronting on the Assiniboine River to a depth of 50 meters, which is approximately 2.6 acres, and comments from the Water and Waste Department indicating that the City should retain ownership of the lands containing the interceptor sewer.

Public Works Department:

Access to the proposed development is a major issue and the proposed Purchaser has made the Offer to Purchase subject to the Purchaser completing satisfactory negotiations with the City of Winnipeg, the Province of Manitoba, the adjacent landowners and the Municipality of Headingley to provide satisfactory access to the proposed subdivision.

The Provincial Government has jurisdiction over the Perimeter Highway and Portage Avenue West of the Perimeter Highway. All service roads are under the jurisdiction of the City of Winnipeg. The rights-of-way under the City's jurisdiction would include McCarthy Street and Oxbow Bend Road. McCarthy Street is only partially improved and Oxbow Bend Road is a gravel road running parallel both on the East and West Side of the Perimeter Highway looping under the bridge that crosses the Assiniboine River. The Planning, Property and Development Department has discussed the proposal with the Province and it has indicated that there does not appear to be any immediate concerns. The Province has indicated that eventually the existing access onto the Perimeter Highway from Oxbow Bend Road will be removed. Both the Province and the City will require a detailed traffic/volume analysis along with detailed drawings showing the proposed access and roadway changes.

Servicing, Water , Waste and Land Drainage:

Issues involving servicing, water, waste and land drainage are all part of the rezoning and subdivision process and will be dealt with during this process.

Planning, Property and Development:

Based on the Department's review of the site through the Land Enhancement Program, the highest and best use of the subject City site would be through consolidation with adjacent owners land for the development of a larger residential subdivision.

Plan Winnipeg 2020 Vision, which was adopted on December 21, 2001, has designated the subject site as a "Neighbourhood" Policy Area. Under this designation, the proposed residential development would be permitted upon a successful rezoning and subdivision of the site.

The original price offered was $10,500 per acre. Ongoing negotiations have resulted in an offer at a price of $12,500 per acre. The price offered is within a reasonable range of value, between $9,000 to $15,000 per acre, which is in accord with current appraisal of the property. The value of the subject City property was established using a development approach that requires consideration of the specific property characteristics. The subject City property has significant constraints due to access, noise attenuation and servicing requirements. It could not be developed independently in the short term. The most efficient way to develop the property is to include it in the development of adjacent lands.

The Planning, Property and Development Department supports the sale of the property to 4922507 Manitoba Ltd. for the following reasons:

1. The price offered is within a reasonable range of value that is in accord with a current appraisal.
2. There is presently a shortage of residential building lots in West Winnipeg. This development will accommodate some of the demand in this area.
3. Development will result in a significant new property tax base for the City.

Financial Impact Statement

Date: February 18, 2005

Project Name:

Offer to Purchase West side of Perimeter South of Portage Avenue

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	$ -	$ -	$ -	$ -	$ -
Less: Incremental Revenue/Recovery	343,600	-	-	-	-
Net Cost/(Benefit)	$ (343,600)	$ -	$ -	$ -	$ -
Less: Existing Budget Amounts	(343,600)	-	-	-	-
Net Budget Adjustment Required	$ -	$ -	$ -	$ -	$ -

Additional Comments:

Proceeds of disposition to be credited to the Land Operating Reserve.

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

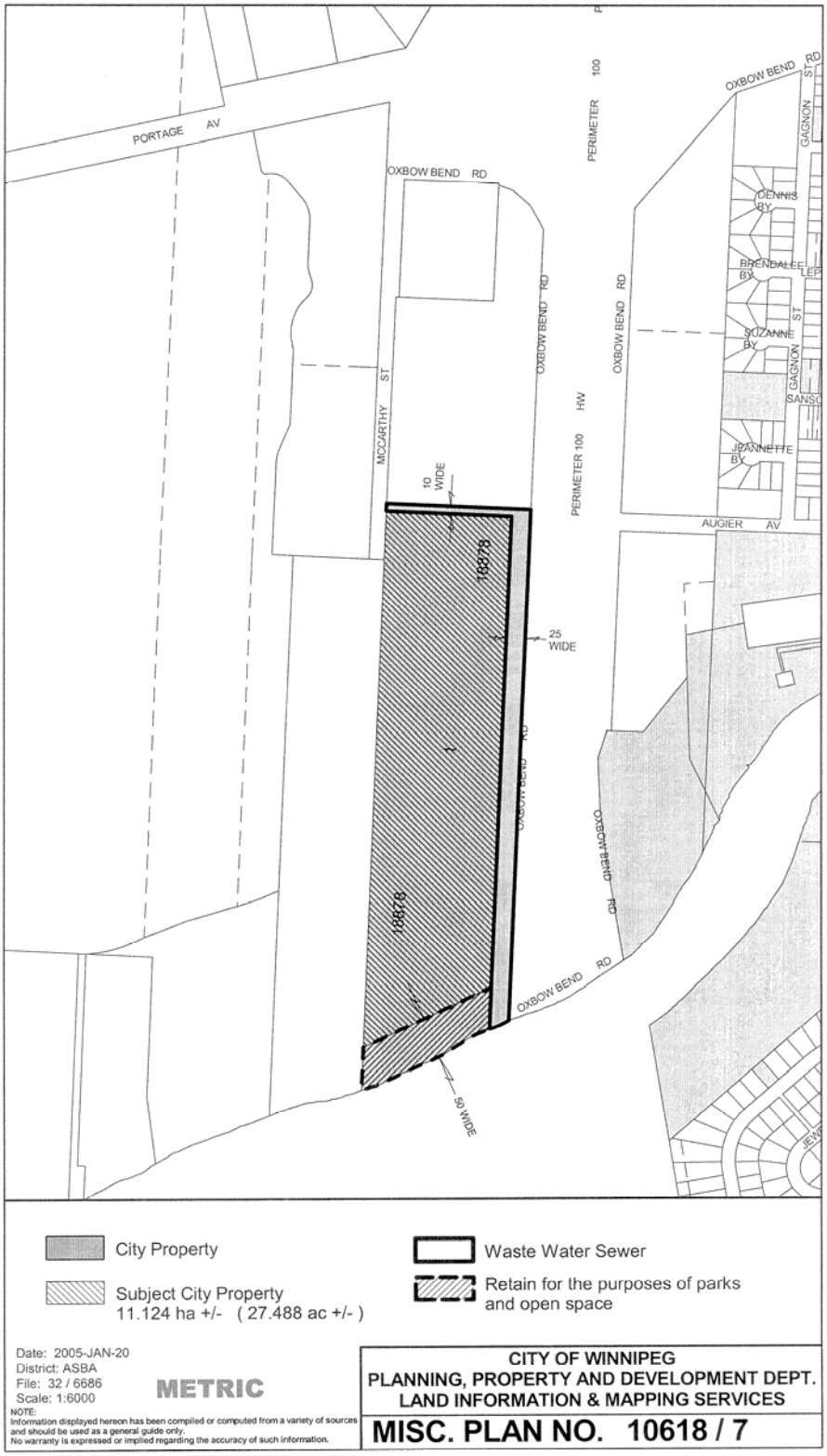
IN PREPARING THIS REPORT, THERE WAS CONSULTATION WITH AND CONCURRENCE BY:

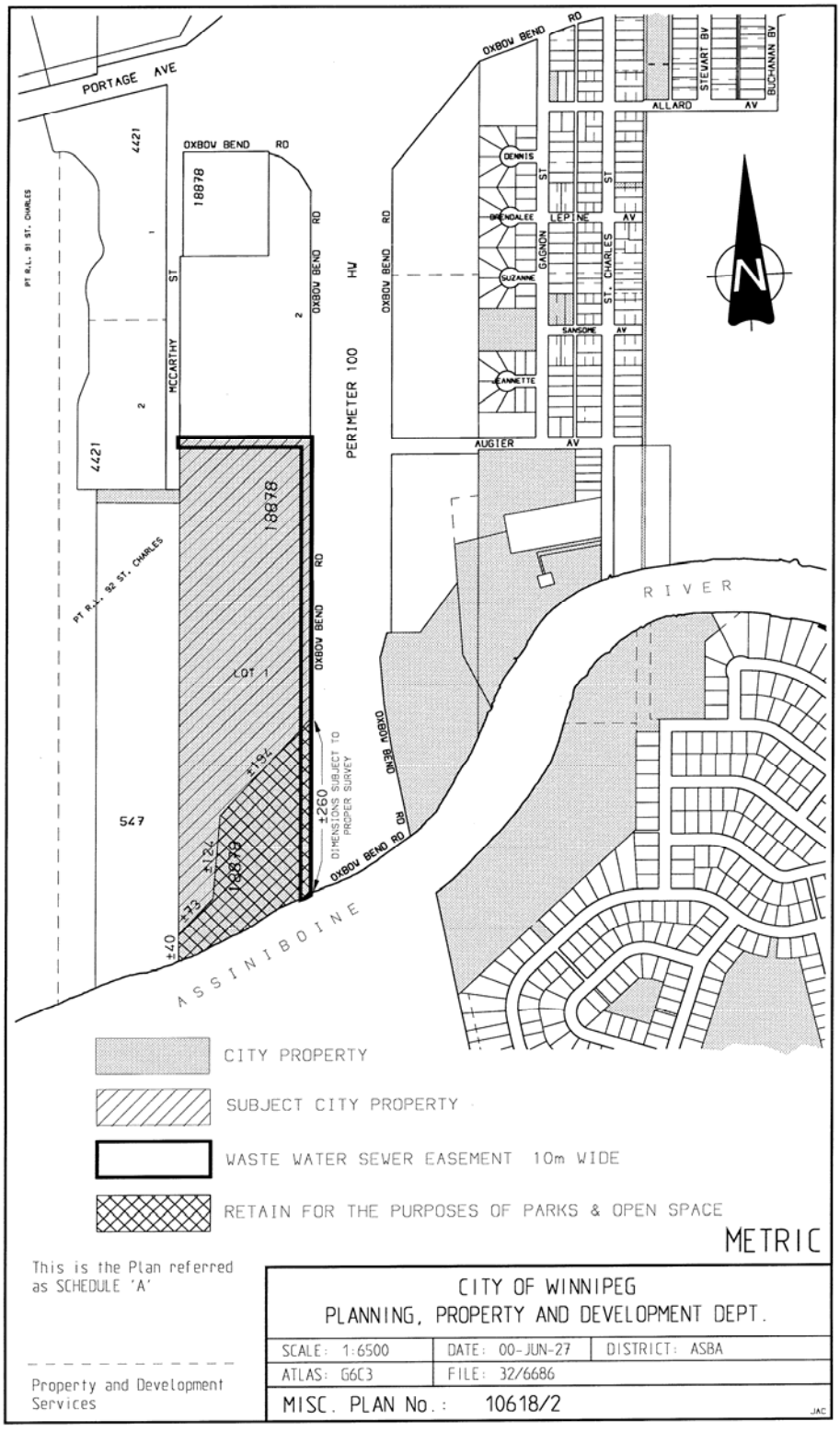
Water and Waste Department

THIS REPORT SUBMITTED BY:

Planning, Property and Development Department
Division: Real Estate
Prepared by: Gerry Anderson
PPD File #: 32/6686

Document name: o:\reports directive\real estate\sales\(ga)sale of portage & perimeter to longboat.doc


PORTAGE AV
OXBOW BEND RD
PERIMETER 100
MCCARTHY ST
10 WIDE
PERIMETER 100 HW
AUGIER AV
25 WIDE
50 WIDE
DENNIS BY
BRENDALEE BY
SUZANNE BY
JEANNETTE BY
GAGNON ST
SANSO
City Property
Subject City Property
11.124 ha +/- (27.488 ac +/-)
Waste Water Sewer
Retain for the purposes of parks and open space
Date: 2005-JAN-20
District: ASBA
File: 32 / 6686
Scale: 1:6000
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. 10618 / 7


PORTAGE AVE
OXBOW BEND RD
PT R.L. 91 ST. CHARLES
4421
18878
MCCARTHY ST
PT R.L. 92 ST. CHARLES
LOT 1
547
PERIMETER 100
HW
±194
±260
DIMENSIONS SUBJECT TO PROPER SURVEY
±121
±73
±40
ASSINIBOINE
RIVER
ALLARD AV
STEVART BV
BUCHANAN BV
DENNIS ST
GWENDALEE
LEPINE AV
GAGNON
SUZANNE
ST. CHARLES
SANSOME AV
JEANNETTE
AUGIER AV
N
CITY PROPERTY
SUBJECT CITY PROPERTY
WASTE WATER SEWER EASEMENT 10m WIDE
RETAIN FOR THE PURPOSES OF PARKS & OPEN SPACE
METRIC
This is the Plan referred as SCHEDULE 'A'
Property and Development Services
CITY OF WINNIPEG
PLANNING, PROPERTY AND DEVELOPMENT DEPT.
SCALE: 1:6500
DATE: 00-JUN-27
DISTRICT: ASBA
ATLAS: G6C3
FILE: 32/6686
MISC. PLAN No.: 10618/2
JAC

File No: 32/6686

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: -

Part Lot 1 Plan 18878

(Shown as Subject City Property on Misc. Plan No. 10618/7)

(hereinafter called the "lands")

for the sum of $343,600.00 cash, 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 $51,540.00, 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 Purchase Price has been calculated on the basis of $12,500 00 per acre.The Purchase Price shall be adjusted based on the final survey. The Purchaser agrees to pay the balance of the purchase price, interest and adjustments on or before the date of closing.

(2) If the Purchaser fails to pay the balance of the purchase monies, interest and adjustments on or before the date of closing as in sub-clause (1) above provided, the City may, at its option, cancel the sale and retain the deposit as liquidated damages.

2. (1) The date of Closing, Possession and adjustments shall be on or before 210 days from the date of approval of the sale.

(2) The Purchaser agrees to pay as an adjustment an amount equal to the total of such taxes, rates and charges which would have been levied or charged against the Lands as though the Lands had been entered on the assessment rolls of the City as privately owned and subject to taxation, which adjustment shall be calculated from the date of adjustments to and including the last day of the current taxation year.

(3) The Purchaser shall pay interest in lawful money of Canada on all monies remaining outstanding and payable to the City as of the date of adjustments, which interest shall be calculated at the rate per annum equivalent to the prime lending rate in force by the City's Banker at the date of adjustments plus one (1%) percent, computed from the date of adjustments to and including the date all such monies and interest as aforesaid have been fully paid to the City.

3. Goods and Services Tax

(1) The Purchaser agrees to pay to the City all Goods and Services Tax applicable on the sale of the Lands or, if the Purchaser is a registrant under the Goods and Services legislation, the Purchaser shall advise the City in writing of its registration number The Goods and Services Tax is to be paid or the registration number provided to the City on or before the date of closing.

(2) If the Purchaser fails to pay the Goods and Services Tax or fails to provide its registration number as prescribed in sub-clause (1) of this Clause, the Purchaser agrees that all of the Purchaser's rights and interests in respect of the Lands shall, at the City's sole discretion, be fully ended without notice or any formality and all monies paid to the City by the Purchaser shall be retained by the City free from every claim.

4. The Purchaser will obtain possession of the Lands at the Purchaser's own expense.

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

6. The sale of the Lands to the Purchaser shall be subject to the provisions of the By-laws of the City of Winnipeg and all amendments thereto.

7. The Purchaser agrees that the City may register and maintain a caveat against the Lands to ensure the performance of the covenants on the part of the Purchaser herein set forth, and the Purchaser agrees to grant and does hereby grant to the City an interest in the Lands according to the tenor of this Offer.

8. Upon closing of the sale, the Purchaser agrees to make application to the City Assessor (in form set out in Exhibit "A" attached) to have the Purchaser's name added to the Assessment Roll of the City as the Real Owner in respect of the Lands.

9. The Purchaser agrees that in the event the Purchaser, at its sole cost, conducts or causes to be conducted an Environmental Site Assessment of the Lands, it shall

(1) ensure that all work done in connection with such Environmental Site Assessment is completed no later than one hundred and eighty (180) days from the Date of Approval, and

(2) maintain the Lands in safe condition at all times during the conduct of any work done in pursuance of this Clause 9; and

(3) restore the Lands to the same condition as prior to its entering in or upon same in pursuance of this Clause 9; and

(4) indemnify and save harmless the City from and against all damages and claims arising out of or in any way attributable to the conduct of any such Environmental Site Assessment; and

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

AND in the event it is determined as a result of said Environmental Site Assessment, that contamination levels exceed Provincial Environmental Standards for the intended use of the Lands and documentation to that effect is produced to the City within ninety (90) days following the Date of Approval, the City, at its sole option, shall be entitled to:

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

OR

cancel the sale and return all monies paid in respect of the proposed sale by the Purchaser to that date, PROVIDED that the Applicant shall have first satisfied all conditions of this Clause 9.

AND FURTHER if the City has not been advised of any non-compliance of the Lands to Provincial Environmental standards within 180 days from the Date of Approval, the Purchaser agrees to complete its purchase as herein contemplated and to indemnify the City against any and all claims arising from or in any way connected with the existence of contaminants of any kind at the Lands.

10 (1) The Purchaser agrees that the sale of the Lands shall be subject to any easement which may be required by a public utility, including, but not limited to the Manitoba Hydro, Manitoba Telephone System, Centra Gas, or The City of Winnipeg, for the maintenance of existing and future facilities together with the right to enter upon the Lands at any time, with or without equipment for said purposes and subject to the owner covenanting not to erect or cause to be erected upon the easement area any building or structure without the prior written consent of the public utility or The City of Winnipeg requiring such easement.

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

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

11. The Purchaser acknowledges and agrees that notwithstanding any other terms, conditions or provisions in this agreement that:

(1) the City has given no representations or warranties with respect to the Lands or with respect to the value thereof or with respect to the Purchaser's intended uses or development or redevelopment thereof or with respect to the environmental condition of the Lands;

(2) the Purchaser has inspected or investigated the Lands, the title thereto, the Permitted Encumbrances, any tenancies and all other matters material to the Purchase and the proposed use of the Lands and that it is relying solely upon its own independent inquiries and investigations and the advice of its own consultants and there are no representations, warranties, guarantees, conditions, collateral agreements, covenants and agreements except those expressly set forth herein;

(3) the Purchaser agrees that it is purchasing the Lands on an "as is", "where is" basis, and is purchasing the Lands based entirely on its own examinations without any representation by or on behalf of the City or any agent of the City. The Purchaser acknowledges that it has relied entirely upon its own inspection and investigation with respect to quantity, quality and value of the Lands;

(4) any information supplied to the Purchaser by the City or its agents or representatives is and was supplied without any representation or warranty, and that the responsibility for verification of any such information shall be the responsibility of the Purchaser; and

(5) the Lands are deemed to be taken by the Purchaser at the Purchaser's own risk with all faults and imperfections whatsoever. The Purchaser agrees with the City that the application of "Buyer Beware" shall apply to the offer in the strictest meaning.

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

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

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

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

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

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

(d) The Purchaser will be responsible for any and all costs associated with applications related to 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.

13. Due Diligence:

This Offer to Purchase shall be subject to the following conditions, precedent:

1) The Purchaser assembling the lands necessary to complete the approximately 90 acre development of which the subject City property forms a part

2) The Purchaser obtaining a rezoning and subdivision of the lands to allow the development of the lands for residential use.

3) The Purchaser satisfying itself as to the geotechnical condition of the site from a construction suitability assessment.

4) The Purchaser in his sole discretion completing satisfactory negotiations with the City of Winnipeg, the Province of Manitoba, the adjacent landowners and the Municipality of Headingley to provide satisfactory access to the proposed subdivision.

If any of these conditions are not satisfied or waived in writing within 180 days from the date of approval, this Offer to Purchase shall be null and void, and the deposit monies are to be returned to the Purchaser forthwith without deduction.:

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

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

16. 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.

17. 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.

18. 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.

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

4922507 Manitoba Ltd. Unit 35D-3965 Portage Avenue, WPG, MB R3
Name (Please Print) Address

Purchaser's Registration No. (G.S.T.) 86406 9349 RT0001

IN WITNESS WHEREOF the Purchaser has signed this document in

Winnipeg, Manitoba, this 14th day of January 2005

Witness

Authorized Signature

Scott Stephanson - Vice President.
Name and Title of Authorized Signature (Please print)

Witness

Authorized Signature

Name and Title of Authorized Signature (Please print)

ACCEPTED this _____day of _____, A.D., 2005

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

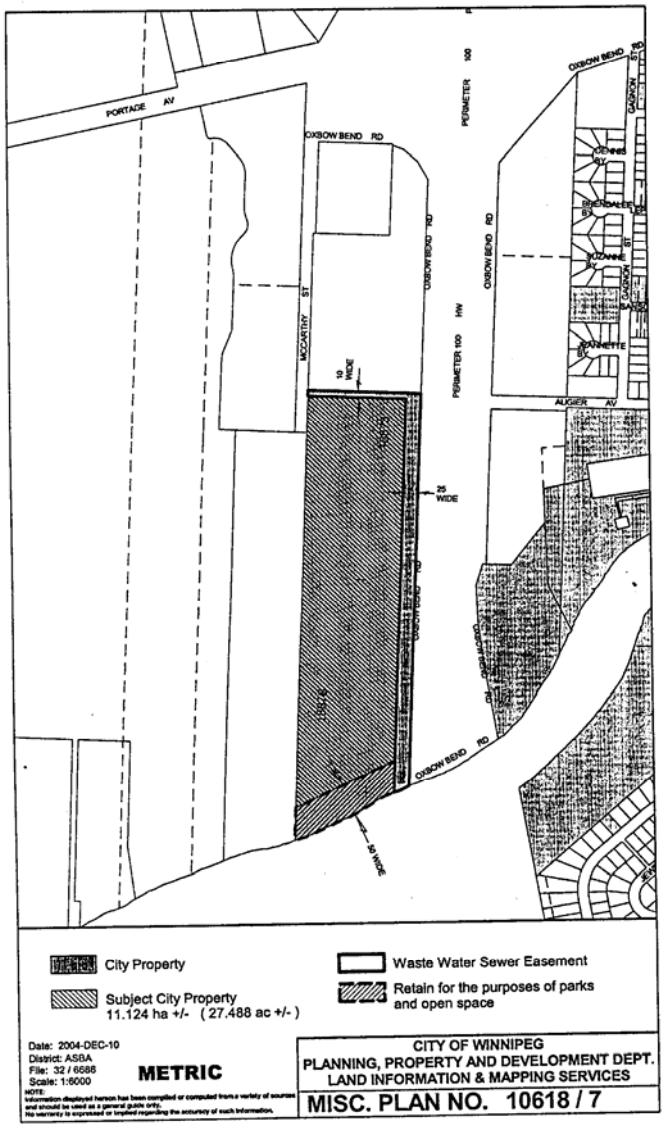

PORTAGE AV
OXBOW BEND RD
MCCARTHY ST
PERIMETER 100 HW
PERIMETER 100
OXBOW BEND RD
GAGNON ST
AUGIER AV
10 WIDE
25 WIDE
50 WIDE
City Property
Subject City Property
11.124 ha +/- (27.488 ac +/-)
Waste Water Sewer Easement
Retain for the purposes of parks and open space
Date: 2004-DEC-10
District: ASBA
File: 32 / 6686
Scale: 1:6000
METRIC
CITY OF WINNIPEG
PLANNING, PROPERTY AND DEVELOPMENT DEPT.
LAND INFORMATION & MAPPING SERVICES
MISC. PLAN NO. 10618 / 7

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: _____ 19___ _____
(Signature of Applicant)

Office of the City Assessor
The City of Winnipeg _____
(Signature of Registered Owner)