FOR SALE – 33 Warnock Street

Asking Price: $690,000.00

Location: South side of Henry Avenue Between Warnock Street and Maude Street

Building: 7506 ± sq. ft. Gross Floor Area

Site Size: 45,675 ± sq. ft.

Current Zoning: M3 – Manufacturing Heavy

Offers to Purchase the Subject Property will be received until: 4:30 p.m., Tuesday APRIL 7th, 2015

Open House on: Wednesday February 18, 2015 – 11:00 a.m. to Noon
Thursday February 26, 2015 – 11:00 a.m. to Noon

For further information and offer to purchase forms, please visit the City’s website: www.winnipeg.ca, or contact:

Michelle Granger, RPA
Real Estate Officer
Phone: (204) 986-6406 Fax: (204) 944-8476
Email: mgranger@winnipeg.ca
PROPERTY INFORMATION – 31/119 (V2)

Location: South side of Henry Avenue between Warnock Street and Maude Street.

Site size: 45,675 ± sq. ft. shown as on Misc. Plan No. 14186/3

Building size: ± 7506 ft² Gross Floor Area

Legal Description: Pt. Lots 9 & 10, Plan 4608 and Lot A, Plan 15228 WLTO

Certificate of Titles: 644048 & 1854359

Roll Number: 13082788100

Current Zoning: M3 – Manufacturing Heavy

The Manufacturing Heavy (M3) district is intended to provide for light or heavy industrial development, including heavy manufacturing, storage, major freight terminals, waste and salvage, resource extraction, processing, transportation, major utilities, and other related uses, particularly those that require very large buildings, frequent heavy truck traffic for supplies or shipments, or that may require substantial mitigation to avoid sound, noise, and odour impacts to neighbouring properties. New M3 zone districts should not be established within 300 feet of an existing residential zone district.

It is also noted that the lands are within a General Manufacturing Policy Area of Complete Communities (the land use direction strategy of OurWinnipeg). Any development proposal (i.e. rezoning) must be consistent with these policies. Typical uses in a General Manufacturing Area include: Light to general industrial, manufacturing, office, warehouse, limited outdoor storage.

For further information, contact Noah Yauk, Planner at 986-4560.

Servicing: The Water and Waste Department advises that the Purchaser will have to submit a lot grading plan to the Water and Waste Department for approval if it plans to change the grading of the property in any way.
There are existing lot line connections servicing the land. Please see attached Schedule “A” for the requirements and conditions for reuse of existing sewer and water services in the case where the existing building would be demolished and new construction would occur in its place.

If the Purchaser’s intent is to keep and use the existing building, there would be no restrictions or conditions imposed by the Water and Waste Department with respect to the water and sewer services. However, it would be the Purchaser’s responsibility for any and all associated costs to upgrade the size of the water service if the existing service is not adequately sized to meet the water demand of the Purchaser.

The Purchaser is advised to review the Sewer By-law No. 92/2010 and the Water Works By-law No. 504/73 as to sewer and water service requirements.

Building: 7506 ± sq. ft. Gross Floor Area

One Storey wood frame office building with a concrete slab floor on steel decking supported by OWSJ on piles. The 1981 building has a twelve foot height, thermopane windows and a flat tar and gravel roof.

The subject property has four forced air gas furnaces.

Approximately 48 parking stalls.

The City hereby discloses that some components of the building may contain various forms of asbestos, including but not limited to the following: Stucco walls, and floor tiles.

Important Note: The building is offered in an “as is, where is” condition, and it is the responsibility of the Purchaser to do its own due diligence in this regard.

Note: The subject property is being sold on an “as is”, “where is” basis. The above data is considered to be basic approximate information only and is not intended to fully describe the subject property. Any interested party should satisfy itself as to the suitability of this property for its purposes. The City provides no representations or warranties of any kind whatsoever.
Terms and Conditions of Sale:

1. The land is being sold on an “as is”, “where is” basis and subject to the terms and conditions of the attached Offer to Purchase.

2. Deposits received from all parties submitting an Offer to Purchase will be cashed by the City of Winnipeg. Any deposits submitted by an unsuccessful proponent shall be refunded, without interest, by issuance of a cheque from the City of Winnipeg once the Standing Policy Committee on Property and Development has approved a sale.

3. The Purchaser shall obtain an environmental assessment on the property, if required by the Purchaser, at its own expense (see attached Offer to Purchase).

4. The Purchaser shall use the City’s form of Offer to Purchase, attached hereto, as the Offer to Purchase agreement for the property.

5. The Purchaser shall submit the Offer to Purchase in the name of the person, persons or entity in which it wishes to take title if it is the successful proponent.

The Highest Offer or any offer may not necessarily be accepted. The City reserves the right to dispose of this land as it may see fit and further, the City reserves the right to further negotiate with a proponent on any Offer received. Any transaction negotiated is subject to the final approval of Council or its delegated authority.

Offers to Purchase the subject property will be received until . Offers to Purchase must be addressed “33 Warnock Avenue - OFFER TO PURCHASE” and delivered to:

The City of Winnipeg
Planning, Property and Development Department
Real Estate Division
2nd Floor 65 Garry Street
Winnipeg, Manitoba
R3C 4K4

Attention: Michelle Granger, RPA
The City of Winnipeg reserves the right to accept any Offer to Purchase and enter into a formal agreement for the purchase of the subject property, which Council or its designated authority considers to be in the best interests of the City. The City of Winnipeg is under no obligation to accept any Offer if Council or its delegated authority so deems.

For further information on the proposed sale of this property, please contact:

Michelle Granger, RPA  
Real Estate Officer  
Tel: (204) 986-6406  
Fax: (204) 944-8476  
Email: mgranger@winnipeg.ca
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 and improvements thereon:

shown as “Subject City Property” on Misc. Plan No. 14186/3 attached hereto;
(hereinafter called the "Lands")

for the sum of $__________ 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 $__________, 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), hereinafter called the "Date of Approval".
The Purchaser agrees to pay the balance of the purchase price on or before the Date of
Closing, Possession and Adjustments as defined in clause 2(1).

(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) In the event that the purchase is not completed by reason of a default of the
Purchaser, the deposit and any interest earned thereon shall be forfeited immediately to
the City and the City may exercise whatever other remedies are available to the City at
law.

2. (1) The Date of Closing, Possession and Adjustments shall be sixty days (or later
as mutually agreed to) following the date on which:

(a) approvals for the subdivision application as contemplated in clause 12
and, if applicable, rezoning application, have been obtained;

(b) the plan of subdivision as contemplated in clause 12 has received the
approval of the City and the Winnipeg Land Titles Office; and

(c) all conditions of the subdivision application as contemplated in clause 12
and, if applicable, rezoning application, have been satisfied other than the registration of
the transfer and other documentation in the Winnipeg Land Titles Office (hereinafter
called the "Date of Closing, Possession and Adjustments").

(2) The Lands are presently owned by The City of Winnipeg and are therefore
tax-exempt to the extent provided for under the provisions of The Municipal Assessment
Act. The Lands will no longer be tax-exempt to the extent presently provided for under
the provisions of The Municipal Assessment Act on and after the Date of Closing,
Possession and Adjustments or the transfer of title, whichever is the earlier. The Purchaser is responsible for payment of the taxes applicable to the Lands on and after the Date of Closing, Possession and Adjustments or transfer of title, whichever is the earlier, and will be sent a statement of, and demand for payment of, taxes in accordance with the provisions of The Municipal Assessment Act and The City of Winnipeg Charter. All adjustments of other taxes, levies and charges, and other adjustments, if any, will be made as at the Date of Closing, Possession and Adjustments.

(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 Closing, Possession and 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 Closing, Possession and Adjustments plus one (1%) percent, computed from the Date of Closing, Possession and 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, Possession and Adjustments or the date the balance of monies is paid to the City, whichever is the earlier.

(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, which includes, without limiting the generality of the foregoing, obtaining their own Surveyor's Building Location Certificates, Surveyor's Staking Certificates and Zoning Memorandum and in connection therewith acknowledges and is aware that the City does not provide Declarations as to Possession.

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. Furthermore, the Purchaser acknowledges and understands that its proposed use and development of the Lands may require applications for re-zoning, variances or conditional uses, and amendments to OurWinnipeg, which applications and resulting land dedication charges (if any) are to be at the sole cost and responsibility of the Purchaser. Nothing in this Offer shall be construed as placing any duty or obligation upon the City to grant such rezoning,
variance or conditional use orders and/or amendments to OurWinnipeg when the Purchaser’s application for same is made to the City.

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. 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 and/or improvements on the Lands, 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, but in any event prior to closing; and

   (2) maintain the Lands in safe condition at all times during the conduct of any work done in pursuance of this Clause 8; and

   (3) restore the Lands to the same condition as prior to its entering in or upon same in pursuance of this Clause 8; 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;

   (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 not later than ninety (90) days from the Date of Approval, but in any event prior to closing.

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, but in any event prior to closing, 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 8.

AND FURTHER if the City has not been advised of any non-compliance of the Lands to Provincial Environmental standards within 90 days from the Date of Approval, but in any event prior to closing, 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.
It is understood and agreed that the terms, conditions and covenants contained in this clause shall not merge but shall survive closing.

9. (1) The Purchaser acknowledges that the City is not providing any warranty as to the environmental condition of the Property.

(2) The Purchaser agrees that it will rely solely upon its own investigations in determining the degree of contamination, if any, existing on and within the Lands and the extent of contamination, if any.

(3) The Purchaser shall indemnify and save harmless the City from and against all claims, costs and damages arising from or in any way connected with the existence of contaminants of any kind in or on the Lands.

(4) It is understood and agreed that the terms, conditions and covenants contained in this Clause 9 shall not merge but shall survive closing.

10. 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 Property 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 Property;

(2) The Purchaser has inspected or investigated the Property, the title thereto, the permitted encumbrances, any tenancies and all other matters material to the Purchase and the proposed use of the Property 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 Property on an “as is”, “where is” basis, and is purchasing the Property 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 Property;

(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 Property is 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.

11. (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 purchaser covenanted 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. The Purchaser shall assume any and all costs for any relocation of utility distribution facilities.

(2) Manitoba Hydro advises that it requires an easement of 2 meters in width at the most southerly end of the Lands.

(3) The Purchaser to enter into agreements satisfactory to the said utilities or The City of Winnipeg on or before the Date of Closing, Possession and Adjustments.

(4) Any removal or relocation of a public utility as a result of a proposed development will be at the expense of the Purchaser. Information on electrical and gas service can be obtained from the local Manitoba Hydro District Office.

(5) The Purchaser acknowledges that the City may grant the easements before the Date of Closing, Possession and Adjustments.

(6) The Purchaser at its own expense shall be responsible to provide, on or before the Date of Closing, Possession and Adjustments, any easement plan that may be required to effect registration of the easement agreement in the Winnipeg Land Titles Office.

(7) The Water and Waste Department advises the following:

(a) The Purchaser will have to submit a lot grading plan if it plans to change the grading of the property in any way.

(b) There are existing lot lines connections servicing the property. In order to re-use the sewer service pipe, the Purchaser must provide a video inspection to the Water and Waste Department to confirm that it is in good working order. This requirement is applicable in the case where the existing building would be demolished and new construction would occur in its place.

(c) In order to re-use the water service pipe, the material must be of an approved product; must be suitably sized for the nature of the development; must be at a suitable depth (no history of freezing); curb stop must be positioned at a location fronting the property it is to service; curb stop must be operable and at a suitable depth (between 2.1 and 2.9 m. deep); and the water service box must be at the proper elevation (flush with finished ground surface). These requirements are applicable in the case where the existing building would be demolished and new construction would occur in its place.

(d) If the Purchaser intends to keep and use the existing building, there would be no restrictions or conditions imposed by the Water and Waste Department with respect to the water and sewer services.
However, it would be the Purchaser's responsibility for any and all associated costs to upgrade the size of the water service if the existing service is not adequately sized to meet the water demand of the Purchaser.

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

   (1) At its own expense, to submit a completed subdivision application within thirty days of acceptance of this Offer by the City, failing which, the deposit tendered herein shall be forfeited to the City and the agreement resulting from the accepted Offer, other than this provision with respect to the forfeiture of the deposit, shall be null and void, and prepare and register in the Winnipeg Land Titles Office, in series with the transfer documents, a plan of subdivision including the lands shown as “City Property to be retained for Lane Widening” on Misc. Plan No. 14186/3 (hereinafter called the “Lane Widening Lands”), which will, upon registration in series with the transfer documents, result in title to the Lands issuing in the name of the Purchaser and title to the Lane Widening Lands being opened as a street.

   (2) To pay the applicable Land Titles Office registration fees and Land Transfer Tax in respect thereto.

13. No current legal survey was made of the property to determine the nature and extent of any structure thereon or to determine if there are any encroachments from adjoining lands.

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

15. The Purchaser will not file any caveat or other encumbrance against the Property before the transfer of the Property 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 acknowledges and agrees that sale of the Lands by the City is subject to the approval of City Council or its delegated authority.

18. 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.

19. The City hereby discloses that some components of the building may contain various forms of asbestos, including but not limited to the following: stucco walls and floor tiles.

20. None of the provisions of this agreement will merge with the conveyance of the Lands.
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

_________________________ _________________________
Witness  Authorized Signature

_________________________ __________________________
Witness  Authorized Signature

_________________________ __________________________
Witness  Authorized Signature

ACCEPTED this _________day of _____________________, 20__

THE CITY OF WINNIPEG

Per: __________________________________________________
Director of Planning, Property and Development Department

Certified as to contract details: Legally Reviewed and Certified as to form:

______________________________________________________________________
Planning, Property and Development for Acting Director of Legal Services/City Solicitor