Vacant Land For Sale - 669 Magnus Avenue

Location: North side of Magnus Avenue West of Mackenzie Street

Legal Description: Lot PT 319, Plan 28 WLTO
Certificate of Title: 1902861
Current Zoning: R2- Residential - Two-Family
Site Size: Lot + 228.8 m² (+ 2463.3 ft²)

Asking Price: $35,000

Offers must be received not later than 4:30 p.m. on Friday, June 5th, 2015

For further information visit our web site at: www.winnipeg.ca/ppd or contact:

Leah Furedi
Phone: 204-986-4127
Fax: 204-944-8476
E-mail: lfuredi@winnipeg.ca
INSTRUCTIONS TO INTENDING PURCHASERS

1. A **certified cheque or money order** representing fifteen percent (15%) of the total purchase price offered must accompany each Offer to Purchase by way of deposit. The cheque must be made payable to “The City of Winnipeg”. Any cheque accompanying an Offer which is not accepted will be returned to the intending purchaser.

2. All applications must be made on forms provided by the City (attached), in duplicate. No variations or conditions may be made to these forms. Any Offer to Purchase not complying with this condition will be rejected.

3. All Offers to Purchase must be sealed in an envelope and marked “Sealed Offer – Residential Properties” and the outside of the envelope must also bear the intending purchaser’s name and address.

**Offers must be received not later than 4:30 p.m. on Friday, June 5th, 2015**

Offers to Purchase should be addressed 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: Leah Furedi

4. Every intending purchaser is requested to **read carefully** the Offer to Purchase form before submitting it and to fill in all particulars as required.

5. All forms must be completed with NAME, ADDRESS AND TELEPHONE NUMBER of intending purchaser.

6. In the event of the intending purchaser being a Company, the forms must be signed by the signing officers of the Company, together with the Company’s seal, if applicable.

7. The intending 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.

8. Make sure that all the pages have been completed or filled in appropriately.

9. The Offer to Purchase is irrevocable.

10. The highest or any offer not necessarily accepted. The City reserves the right to dispose of the subject property as it may see fit and further, 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.

11. Any properties not sold at this time will subsequently be listed on the City’s web site www.winnipeg.ca

For further information you may require concerning the terms and conditions of the Offer to Purchase form, please contact: Leah Furedi  
Phone: 204-986-4127  Fax: 204-944-8476  E-mail: lfuredi@winnipeg.ca

12. Any interested party should contact the Zoning and Permits Branch at 204-986-5140 to ensure their intended development falls within the current zoning category. Any re-zoning or conditional use of the site will be at the purchaser’s sole cost and expense. The subject property is to be sold on an “as is, where is” basis.

NOTE: 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 themselves as to the suitability of this property for their purposes. The City provides no representations or warranties.
OFFER TO PURCHASE

VACANT LAND – 669 MAGNUS AVENUE

The Undersigned (hereinafter called “the Purchaser”) hereby offers to purchase from The City of Winnipeg (hereinafter called the “City”) the following lands:

LOT 319, PLAN 28 WLTO (W DIV), EXCEPTING THEREOUT THE NLY 8 FEET, IN RIVER LOT 39, PARISH OF SAINT JOHN, SHOWN BORDERED IN HEAVY LINE AND IDENTIFIED AS “SUBJECT PROPERTY AREA = ± 228.8 SQ. M. (± 2463.3 SQ. FT.)” ON A DRAWING ON FILE IN THE CITY’S PLANNING, PROPERTY AND DEVELOPMENT DEPARTMENT AS MISC. PLAN NO. 11456.

(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) and/or its delegated authority (hereinafter called the “Date of Approval”). The Purchaser agrees to pay the balance of the purchase price, interest, all outstanding Local Improvement charges and adjustments on or before the date of closing, possession and adjustments.

(2) If the Purchaser fails to pay the balance of the purchase monies, interest and adjustments on or before the date of closing, possession and adjustments 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 sixty (60) days following the Date of Approval or earlier as mutually agreed to.

(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 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, 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 acknowledges that in submitting this Offer to Purchase, the Purchaser relies entirely upon personal inspection of the Lands, independent of any representation made by or on behalf of the City. Any error or discrepancy in the description or in the dimensions of the Lands as contained herein shall not entitle the Purchaser to any compensation in respect thereof nor shall it entitle the Purchaser to the cancellation of this Offer to Purchase.

6. It is agreed that no representation, warranty, collateral agreement or condition affecting this offer or the land is expressed herein. The City does not warrant the quality, condition or sufficiency of the Lands for any use or purpose. The Lands are being sold by the City and accepted by the Purchaser on an “as is, where is” basis and at the Purchaser’s own risk and 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.

7. All existing improvements (if any) in or on the said Lands shall remain as part of the freehold.

8. (1) In regard to lot-line connections, this property requires new sewer and water connections. Installation and costs of same are to be borne by the Purchaser.

   (2) The Purchaser agrees to repair any damage made to the sodded boulevards abutting the Lands during construction as soon as practicable and maintain same and shall pay the cost thereof and shall also restore the boulevard to its proper grade.

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

10. The Purchaser agrees that in the event the Purchaser, at its sole cost, conducts or causes to be conducted an Environmental Site Assessment and/or soil testing of the Lands, the Purchaser shall:

    (1) ensure that all work done in connection with such Environmental Site Assessment and/or soil testing is completed no later than sixty (60) 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; and
(3) restore the Lands to the same condition as prior to its entering in or upon same in pursuance of this clause; 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/or soil testing; and

(5) provide copies of any such Environmental Site Assessment and/or Report concerning soil testing of the said Lands to the City for its own use, at no cost to the City no later than sixty (60) 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 and/or soil testing, 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 sixty (60) 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 Purchaser shall have first satisfied all conditions of this clause.

AND FURTHER if the City has not been advised of any non-compliance of the Lands to Provincial Environmental standards within sixty (60) days from the Date of Approval, but in any event prior to closing, the Purchaser agrees to complete the 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 whatsoever at, in or upon the Lands.

It is understood and agreed that the terms, conditions and covenants contained in this clause shall not merge but shall survive closing.

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

(2) The Purchaser agrees that the Purchaser will rely solely upon the Purchaser’s 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 shall not merge but shall survive closing.

12. (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 Manitoba Hydro, MTS Allstream Inc., Centra Gas Manitoba Inc., or The City of Winnipeg, and/or any of their respective successors and/or other utilities, 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 utility or The City of Winnipeg requiring such easement.
(2) Any removal or relocation of a public utility will be at the expense of the Purchaser. Information on electrical and gas service to new subdivisions can be obtained from the local Manitoba Hydro District Office.

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

(4) The Purchaser at its own expense shall be responsible to provide any easement plan that may be required to effect registration of the easement agreement in the Winnipeg Land Titles Office.

(5) The Purchaser acknowledges that the City may grant the easement before the date of closing, possession and adjustments.

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. The Vendor advises that there might be an existing basement in the Lands. The removal of any existing concrete or debris and any costs connected therewith will be the responsibility of the Purchaser.

15. The Purchaser is hereby advised that soil conditions in Winnipeg are of the glacial till variety which is composed of Lacustrine Clays with Silt Intrusions. The Purchaser shall be responsible for any increased costs of development due to this random stratification.

16. 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, amendments to OurWinnipeg, which applications, 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.

17. The Purchaser agrees that the City may register Caveat/s 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.

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

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

20. 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.

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

22. The parties hereto shall and will at all times and from time to time hereafter and upon every reasonable written request so to do, both before and after the date of closing, possession and adjustments, make, do, execute, deliver or cause to be made, done, executed and delivered any and all such further acts, deeds, assurances and things as may be required for more effectually implementing and carrying out the true intent and meaning of this Agreement.
23. The full, true and correct name of the Purchaser is as follows:

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<th>Address</th>
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Telephone Number

Purchaser’s Registration No. (G.S.T.)

__________________________

IN WITNESS WHEREOF the Purchaser has signed this document in

__________________________  __________________________
(City)                        (Province)            (Date)       (Month)       2015

Box 1

Witness ___________________________ Purchaser ___________________________
Witness ___________________________ Purchaser ___________________________

Box 2

Witness ___________________________ Per: __________________________ Purchaser
Name & Title of Authorized Signature:
(Please Print)
Witness ___________________________ Per: __________________________ Purchaser
Name & Title ofAuthorized Signature:
(Please Print)

I/We Have the Authority to Bind the Corporation

ACCEPTED this ______ day of ______________________, 20__

THE CITY OF WINNIPEG
Per: ________________________________________________  

DIRECTOR of Planning, Property and Development

Approved as to details: 
Planning, Property and Development

Approved as to form: 
for Director of Legal Services/ City Solicitor