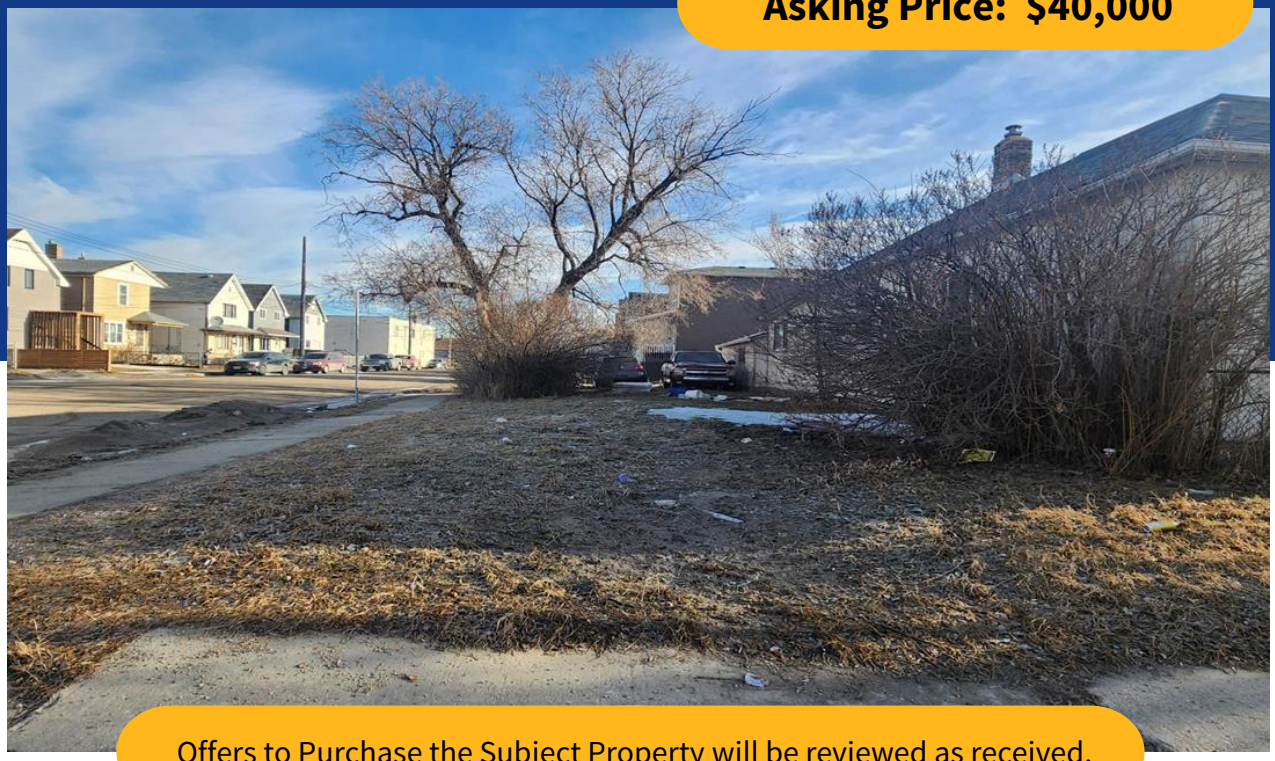
Property for Sale
809 Alexander Ave

Asking Price: $40,000



Offers to Purchase the Subject Property will be reviewed as received.

Any group or agencies including non- profit groups which can provide proof of non- profit status, are welcome to submit a bid. All offers will be considered.

On fournira la version française de la trousse de marketing et de l'offre d'achat sur demande (French translation of the marketing package and offer to purchase will be provided upon request).

For inquiries, please contact:
Ayodeji Akinnikawe
Real Estate Officer

Phone: 204-986-4352
Email: aakinnikawe@winnipeg.ca

Neighbourhood:
West Alexander

Current Zoning:
RMFS Res-Multi-Family

Site Size:
2,080 ft^2 ± | 193.3 m^2 ±
24.75 ft ± x 84 ft ±

Building Size:
N/A - Vacant Land

Certificate of Title:
1800325/1

Roll Number:
13082457000

Additional Info:
None

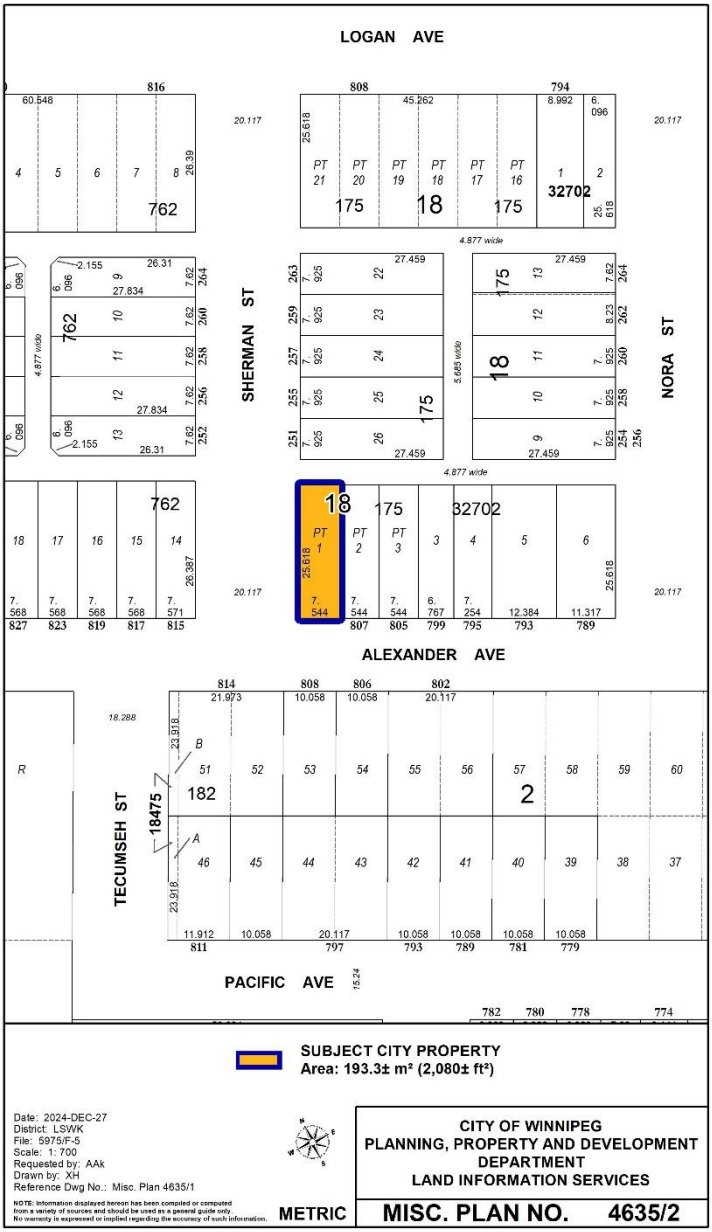
Property information

Legal Description:

LOT 1 BLOCK 18 PLAN 175 WLTO (W DIV) EXC THE NLY 4.12 FEET IN RL 11 PARISH OF ST JOHN as shown bordered, shaded and identified as "SUBJECT CITY PROPERTY –AREA: 193.3± m^2 (2,080± ft^2)" on a drawing on file in the City's Planning, Property and Development Department as Misc. Plan No. 4635/2 (attached hereto)

The property 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.

Offers Reviewed As Received



Instructions to Intending Purchasers

1. A certified cheque representing 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”.

2. All deposit cheques exceeding $50,000.00 will be deposited into a trust account by the City and held pending acceptance of an Offer by City Council or its delegated authority. All deposits exceeding $50,000.00 which accompany an Offer which is not accepted will be repaid to the unsuccessful purchaser(s) in due course.

3. All deposit cheques less than $50,000.00 will be held pending acceptance of an Offer by City Council or its delegated authority. Unaccepted Offers will have their deposit cheques returned in due course.

4. All Offers must be made on the form provided by the City (attached), in duplicate. Any variations or conditions proposed by the Purchaser must be identified and attached as Schedule “B" to the Offer.

5. No commission is payable by the City on the sale of the Lands.

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

7. The City reserves the right to negotiate the terms and conditions of a formal agreement with any/all successful prospective purchaser(s).

8. All Offers to Purchase must be sealed in an envelope and marked “**Sealed Offer – 809 Alexander Avenue**” and the outside of the envelope must also bear the prospective purchaser’s name and address.

9. The Offer must be completed with **NAME, ADDRESS AND TELEPHONE NUMBER** of prospective purchaser. The prospective purchaser must 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 prospective purchaser.

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

11. The highest offer, or any offer, may not necessarily be 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.

12. Any properties not sold at this time may subsequently be listed on the City's web site **www.winnipeg.ca**

13. 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**.**

14. For further information you may require concerning the terms and conditions of the Offer to Purchase form, please contact: Ayodeji Akinnikawe

    Phone: 204-986-4352 **Email: aakinnikawe@winnipeg.ca**

15. Offers will be reviewed as received.

    Offers to Purchase should be addressed and delivered to:

    The City of Winnipeg
    Unit 31 – 30 Fort Street (Fort Garry Place)
    Winnipeg, Manitoba R3C 4K4

    Attention: Ayodeji Akinnikawe, Real Estate Officer
    Real Estate Branch (2nd Floor)

OFFER TO PURCHASE

The Undersigned (hereinafter called the "Purchaser") hereby offers to purchase from The City of Winnipeg (hereinafter called the "City") the following lands and any buildings and improvements thereon:

LOT 1 BLOCK 18 PLAN 175 WLTO (W DIV) EXC THE NLY 4.12 FEET IN RL 11 PARISH OF ST JOHN as shown bordered, shaded and identified as "SUBJECT CITY PROPERTY –AREA: 193.3± m² (2,080± ft²)" on a drawing on file in the City's Planning, Property and Development Department as Misc. Plan No. 4635/2 (attached hereto as Schedule "A")

(hereinafter called the "Lands")

for the sum of _____ dollars ($_____) cash (the "Purchase Price"), and upon the following terms and conditions:

1. Payment:

(1) Attached to this Offer is the Purchaser's certified cheque, bank draft or money order payable to "The City of Winnipeg" in the amount of _____ dollars ($_____), and represents an amount equal to fifteen percent (15%) 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 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.

(3) In the event that the purchase is not completed by reason of 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.

(4) Until possession of the Lands is delivered to the Purchaser, the Lands shall remain at the sole risk and responsibility of the City. In the event the Lands are substantially damaged, as determined by the City in the City's sole discretion, prior to possession being delivered to the Purchaser, the City may, in the City's sole discretion, elect to cancel the proposed purchase/sale. Should the City elect to cancel the proposed sale/purchase in accordance with the foregoing, the City shall return the deposit to the Purchaser.

2. The Date of Closing, Possession and Adjustments shall be sixty (60) days following the later of:

(1) the Date of Approval; or

(2) the date of satisfaction or waiving of Clause 14;

or such other date as mutually agreed to by the parties and approved by the City's Director of Planning, Property and Development (hereinafter called the "Director") (hereinafter called the "Date of Closing, Possession and Adjustments").

3. 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*, C.C.S.M. c. M226. 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*, S.M. 2002 c. 39. 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.

4. 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 percent (1%), 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.

5. Goods and Services Tax ("G.S.T."):

(1) The Purchaser agrees to pay to the City all G.S.T. applicable on the sale of the Lands or, if the Purchaser is a registrant under the G.S.T. legislation, the Purchaser shall advise the City in writing of its registration number, complete a G.S.T. certification and indemnity form as prepared by the City and satisfy all G.S.T. The Purchaser shall pay the G.S.T., or provide their registration number with a completed G.S.T. certification and indemnity form as prepared by the City, 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 G.S.T. or fails to provide his 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.

6. 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, nor shall the City provide any written undertakings to re-adjust.

7. The Purchaser will accept title to the Lands subject to all exceptions, reservations and

encumbrances expressed or implied in the City's title.

8. 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 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.

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

10. 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.

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

(1) This Offer shall run with the Lands and shall bind the Purchaser and its successors and assigns.

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

12. The Purchaser acknowledges and agrees that:

(1) 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-Electric Board, Bell MTS Inc., Centra Gas (Manitoba) Inc., Shaw Cablesystems Limited, or the City, 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 Purchaser 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 requiring such easement.

(2) The Purchaser shall enter into agreements satisfactory to the said Utilities or the City.

(3) Any removal or relocation of a public utility as a result this transaction 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.

(4) The Purchaser, at its own expense, shall be responsible to prepare and provide any Easement Plan that may be required to effect registration of an Easement Agreement in the Winnipeg Land Titles Office.

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

13. The Purchaser acknowledges and agrees that:

(1) The City has made no representation, warranties or guarantees of any nature or kind whatsoever as to the quality, condition or suitability of the Lands for any use or purpose, nor as to any environmental conditions which may exist.

(2) The Purchaser 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) That, in accordance with section 4 (1) of the Prohibition on the Purchase of Residential Property by Non-Canadians Act S.C. 2022, c. 10, s. 235, it is prohibited for a non-Canadian to purchase, directly or indirectly, any residential property. The Purchaser represents and warrants that it is not a non-Canadian as that term is defined in the Prohibition on the Purchase of Residential Property by Non-Canadians Act S.C. 2022, c. 10, s. 235. The Purchaser declares that this representation and warranty is true in substance and in fact and acknowledges that the City has relied on it in entering into this Agreement.

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

14. Environmental Site Assessment:

(1) The Purchaser acknowledges and agrees that the City has not conducted or caused to be conducted an Environmental Site Assessment on the Lands.

(2) 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:

(a) Ensure that all work done in connection with such environmental site assessment and/or soil testing is completed no later than ninety (90) days from the Date of Approval;

(b) Maintain the Lands in safe condition at all times during the conduct of any work done in pursuance of this Clause;

(c) Restore the Lands to the same condition as prior to its entering in or upon same in pursuance of this Clause;

(d) 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

(e) 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 ninety (90) days from the Date of Approval, but in any event prior to the Date of Closing, Possession and Adjustments.

(3) In the event it is determined that, as a result of the environmental site assessment and/or soil testing conducted under Sub-clause (2), 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 the Date of Closing, Possession and Adjustments, the City, at its sole option, shall be entitled to:

(a) Take remedial action to bring the contamination levels to within the provincial environmental standards; or

(b) 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.

(4) If the City has not been advised of any non-compliance of the Lands with provincial environmental standards within ninety (90) days from the Date of Approval, or in any event, before the Date of Closing, Possession and Adjustments, 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 on the Lands.

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

15. Notwithstanding any other terms, conditions or provisions in this Offer, the Purchaser acknowledges and agrees that:

(1) In submitting this Offer, the Purchaser relies entirely upon its own knowledge and personal inspection, examination or investigation of the Lands, the title thereto, the permitted encumbrances, any tenancies and all other matters material to the Purchaser and the proposed use of the Lands and also relies solely upon the advice of its own consultants, independent of any representation made by or on behalf of the City or any agent of the City;

(2) 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. 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;

(3) The Purchaser is purchasing the Lands on an “as is”, “where is” basis and that 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 this Offer in the strictest meaning;

(4) That there are no representations, warranties, guarantees, conditions, collateral agreements, covenants and agreements affecting this Offer or the Lands except those expressly set forth herein; and

(5) Without limiting the generality of the foregoing, there are no representations, warranties, collateral agreements or conditions concerning:

(a) The quality or condition of the Lands;

(b) The dimensions or area of the Lands;

(c) The value of the Lands;

(d) The sufficiency of the Lands for any use or purpose and whether the Lands comply with the applicable zoning regulations and requirements;

(e) The subdivision, development or redevelopment of the Lands;

(f) The site or soil conditions of the Lands;

(g) Any survey of the Lands that may have been carried out;

(h) Existing structures on or in the Lands;

(i) Servicing; and

(j) Unregistered interests that may affect the Lands.

16. The Purchaser acknowledges and agrees that:

(1) The Lands shall be developed for affordable residential in-fill development, mixed use development that includes affordable housing, and/or neighbourhood revitalization in alignment with the City of Winnipeg Housing Policy;

(2) If the Lands are not built on or development is not completed within two (2) years of the transfer of title, then the Purchaser acknowledges and agrees that the Lands will revert back to the City, free and clear of all exceptions, registrations, and encumbrances expressed or implied on title save for any utility easements at the sole cost and expense of the Purchaser; and

(3) The Purchaser agrees to provide the City, on or before the Date of Closing, Possession and Adjustments with a Quit Claim and a Transfer of Land transferring the Lands back to the City free and clear of all exceptions, registrations, and encumbrances expressed or implied on title. Upon the Lands being built on or development being completed within two (2) years of the transfer of title, and upon written request of the Purchaser therefor, the City shall, within a reasonable period of time thereafter, return to the Purchaser the said Quit Claim and a cancelled Transfer of Land.

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

18. The Purchaser acknowledges and agrees that lot grading must meet the requirements of

the City's *Lot Grading By-law 7294/98*. The Purchaser is advised to consult with the City's Water and Waste Department to confirm the lot grading requirements for the Purchaser's intended development. Should the Purchaser wish to change the grading of the property in any way, the Purchaser shall first submit a lot grading plan to the City's Water and Waste Department for the City's consideration and approval or rejection.

19. The City's Water and Waste Department advises that there are no existing lot-line connections servicing the land. If new construction occurs and there is a need for new sewer and water servicing, new sewer and/or water service connection pipes would need to be installed.

    (1) If new sewer and/or water lot-line connections must be installed, installation is subject to the review and approval of the City's Water and Waste Department and installation and costs of same are to be borne by the Purchaser. The Purchaser must 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 the proper grade.

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

21. 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.

22. The City 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.

23. None of the provisions of this Offer will merge with the conveyance of the Lands.

24. No commission is payable by the City on the sale of the Lands.

25. The Purchaser shall not have the right to nominate, assign, transfer or convey its rights, obligations and interests under this Offer.

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

27. 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.

28. 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 Offer.

29. This Offer and any other agreement delivered in connection therewith, and any amendment thereto, may be executed by facsimile transmittal facilities, or electronic copy

in a portable document format or such similar format and if so executed and so transmitted, will be for all purposes as effective as if the parties had delivered an executed original of this Offer, or such other agreement or amendment, as the case may be, and shall be deemed to be made when the receiving party confirms this Offer, or such agreement or amendment, as the case may be, to the requesting party by facsimile or by electronic copy in a portable document format or such similar format. A party sending a facsimile or electronic copy shall thereafter send or deliver the original document to the receiver of such facsimile or electronic copy.

30. The Purchaser acknowledges and agrees that sale of the Lands, including all terms and conditions contained herein, are subject to the approval of the Standing Policy Committee on Property and Development and/or City Council (in the event that Council approval is required) and/or its delegated authority, and are not binding until such time as that approval is obtained.

EXECUTION PAGES TO FOLLOW

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

Name (Please Print) Address

Telephone Number

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

IN WITNESS WHEREOF the Purchaser has signed this document in

_____, _____, this _____ day of _____, 20__

If you are an individual, please sign in Box 1. If you are a corporation, please sign and complete Box 2.

Box 1

Witness *(signature)*: _____	Purchaser *(signature)*: _____
Name *(print)*: _____	Name *(print)*: _____
Address *(print)*: _____	Address *(print)*: _____
Witness *(signature)*: _____	Purchaser *(signature)*: _____
Name *(print)*: _____	Name *(print)*: _____
Address *(print)*: _____	Address *(print)*: _____

Box 2

	_____ Name of the Corporation
Witness *(signature)*: _____	Per *(signature)*: _____
Name *(print)*: _____	Name *(print)*: _____
Address *(print)*: _____	Title *(print)*: _____
	I/We have authority to bind the above Corporation
Witness *(signature)*: _____	Per *(signature)*: _____
Name *(print)*: _____	Name *(print)*: _____
Address *(print)*: _____	Title *(print)*: _____
	I/We have authority to bind the above Corporation

ACCEPTED this _____ day of _____, 20__

THE CITY OF WINNIPEG

Per: _____
for Director of Planning, Property and Development

Reviewed as to Business Terms:

_____
Planning, Property and Development

Certified as to Legal Description:

_____
Planning, Property and Development
Geomatics and Land Information Services

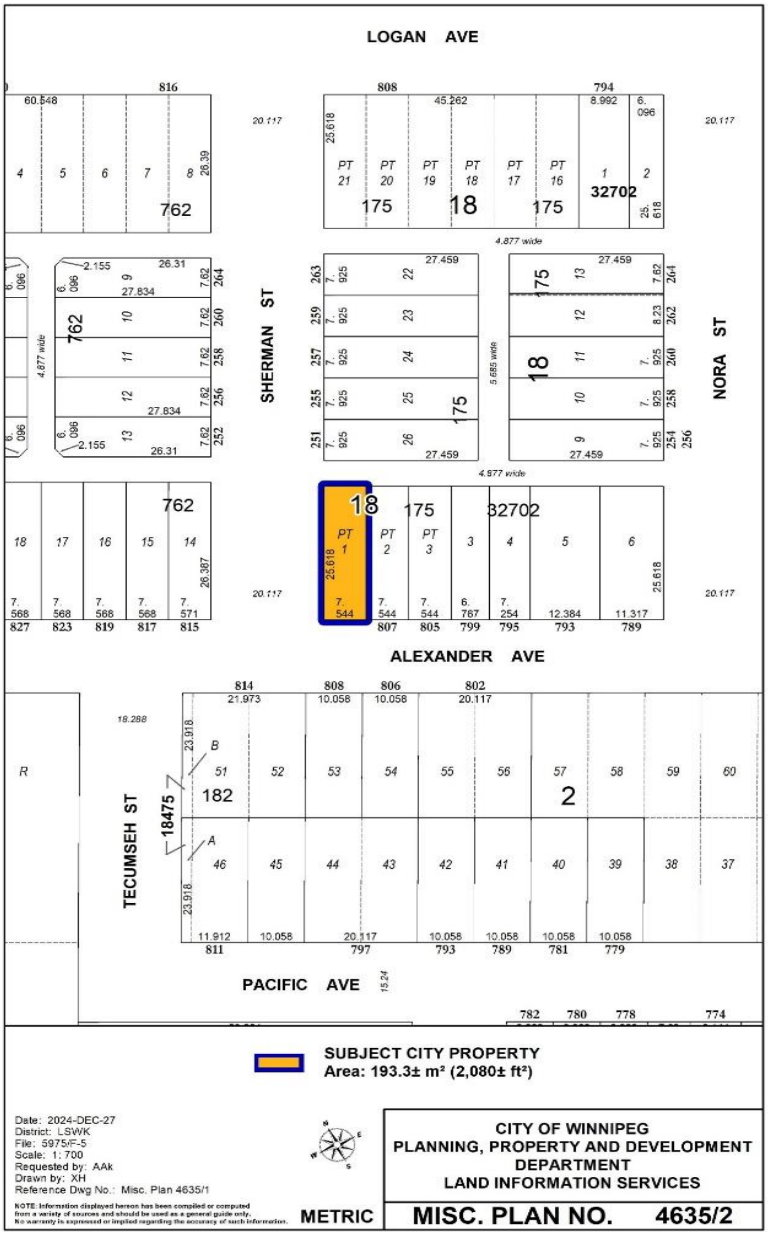
Approved as to Financial Details:

_____
for Chief Financial Officer

Legally Reviewed and Certified as to Form:

_____
for Director of Legal Services/City Solicitor

SCHEDULE "A"


LOGAN AVE
SHERMAN ST
NORA ST
ALEXANDER AVE
TECUMSEH ST
PACIFIC AVE
SUBJECT CITY PROPERTY
Area: 193.3± m² (2,080± ft²)
Date: 2024-DEC-27
District: LSWK
File: 5975/F-5
Scale: 1: 700
Requested by: AAk
Drawn by: XH
Reference Dwg No.: Misc. Plan 4635/1
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.
METRIC
CITY OF WINNIPEG
PLANNING, PROPERTY AND DEVELOPMENT DEPARTMENT
LAND INFORMATION SERVICES
MISC. PLAN NO. 4635/2