



SUBMISSION DEADLINE: 4:00 P.M. WINNIPEG TIME, FEBRUARY 27, 2004

If your company name and address are not correctly shown below, please enter or correct it before submitting your Proposal.

Company Name _____

Address _____

**BUYER: TONY ROZIERE /sm
TELEPHONE NO. (204) 986-4623**

You are invited to submit a proposal for:

**INVITATION FOR THE PURCHASE AND/OR RE-DEVELOPMENT AND USE OF THE PROPERTY COMMONLY
KNOWN AS THE "WINNIPEG ARENA"**

in accordance with the Instructions to Offerers attached.

THE PROPOSAL SUBMISSION MUST INCLUDE THIS PAGE (COMPLETED AND SIGNED)

Contact Person: (print) _____

Telephone Number: _____

Facsimile Number: _____

The Offerer hereby offers to perform the Work in accordance with the Contract for the price(s), in Canadian funds, set out in this Proposal.

The Offerer agrees that the Request for Proposal in its entirety shall be deemed to be incorporated in and to form a part of this offer notwithstanding that not all parts thereof are necessarily attached to or accompany this Proposal.

The Offerer certifies that the following addenda have been received and agrees that they shall be deemed to form a part of the Contract.

No. 1 No. 2 No. 3 No. 4

This offer shall be open for acceptance, binding and irrevocable for a period of one hundred and twenty (120) days following the Submission Deadline.

Signature: _____

RETURN TO:

**THE CITY OF WINNIPEG 507-2003
CORPORATE FINANCE DEPARTMENT
MATERIALS MANAGEMENT DIVISION
185 KING ST MAIN FLOOR
WINNIPEG MB R3B 1J1**



Planning, Property & Development Department • Service de l'urbanisme, des biens et de l'aménagement

Real Estate Division • Division des biens immobiliers

City of Winnipeg/Winnipeg Enterprises Corporation
Request for Proposals
RFP No. 507 - 2003

REQUEST FOR PROPOSALS

**Invitation for the Purchase and/or Re-development and
use of the property commonly known as the**

“WINNIPEG ARENA”

1430 MAROONS ROAD
Winnipeg, Manitoba

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1.0 Introduction

1.1 Committee Directive

At its meeting on December 13, 2002, the Chief Administrative Officer's Executive Advisory Committee approved the establishment of a Winnipeg Enterprises Administrative Steering Committee to provide for the disposition of the Winnipeg Arena property at 1430 Maroons Road.

The Director of the Planning, Property and Development Department, by a resolution of the Board of Directors of Winnipeg Enterprises Corporation dated May 29, 2003, has been directed to proceed to prepare a Request for Proposals (RFP) regarding alternated uses for the existing Winnipeg Arena property.

This Request for Proposals, RFP No. 507-2003, is a direct result of that direction and details the City of Winnipeg/Winnipeg Enterprises Corporation's invitation to proponents (Offerors) to submit Proposals for the purchase, redevelopment and use of the property located at 1430 Maroons Road.

Under the terms of an agreement with the Province of Manitoba, The City of Winnipeg and TN Arena Limited Partnership; (hereinafter referred to as "The Agreement"), the City of Winnipeg/Winnipeg Enterprises Corporation is responsible for the Winnipeg Arena to be demolished contemporaneous with the opening of the True North Centre (hereinafter referred to as the "MTS Centre"), which opening is anticipated in November, 2004.

The Agreement further provides that both the Province of Manitoba and The City of Winnipeg will not have any discussions with respect to the financing, development or approval of a wholly or partially government-funded sports and entertainment complex in the City of Winnipeg and the area within a hundred kilometer radius of the City of Winnipeg with any third party for a term of twenty-five years from and after the date of opening of the MTS Centre.

The foregoing provisions relate only to the development of sports and entertainment, arena-style facilities capable of hosting and supporting professional, minor professional and junior "A" hockey and other sporting and entertainment events similar to those hosted in the current Winnipeg Arena. These provisions do not preclude the City of Winnipeg from investing or participating in college, university, community and municipal sports and entertainment facilities designed to serve college, university, community and municipal purposes and is intended to exclude existing facilities from any prohibition against government support, including the expansion of the Winnipeg Convention Centre for existing purposes.

As a result of recent discussions with the TN Arena Limited Partnership (hereinafter referred to as "True North"), the City of Winnipeg/Winnipeg Enterprises Corporation, with True North's consent, will entertain consideration of alternative uses of the land and facility known as the Winnipeg Arena in lieu of its demolition.

1.0 Introduction

Proposals will be considered as follows:

- (1) To purchase the vacant land (4.946 +/- Acres) at 1430 Maroons Road, with the City of Winnipeg/Winnipeg Enterprises Corporation being responsible for removal of all buildings prior to closing date;

or

- (2) To purchase the existing Winnipeg Arena building at 1430 Maroons Road together with the 4.946 +/- acres of land therein, for the purpose of redevelopment of the building for an alternate use; non-competing with the MTS Centre.

The land (4.946 ± acres) and the building on the land, is shown as outlined in black on Misc. Plan No. 11971 appended as Schedule A, within Section 12.0.

These lands are further described by Certificate of Title numbers and by short legal description within Section 3.5 herein. (They are also illustrated on a title plan appended as Schedule B, as well as on a plan forming part of the Building Location Sketch Plan, appended as Schedule C, within Section 12.0 herein.)

Offerors considering Proposal submission do so understanding that Winnipeg Enterprises Corporation and the City of Winnipeg Council (or its delegated authority), in their sole discretion reserve the right to accept or to not accept any or all Proposal(s).

The City of Winnipeg/Winnipeg Enterprises Corporation expressly states that the information contained in RFP No. 507 -2003 is *For Information Purposes Only* to Offeror(s). As such, the City of Winnipeg/Winnipeg Enterprises Corporation makes no representations or warranties as to the accuracy or sufficiency of same.

1.0 Introduction

1.2 Property Location

1430 Maroons Road, is located at the south-west corner of Maroons Road and Empress Street, in the midst of Winnipeg’s premier shopping district and adjacent to Polo Park Shopping Centre. This location is in the heart of Winnipeg’s heaviest concentration of retail and “big box” commercial developments including:

- Home Depot
- Canadian Tire
- Leon’s
- The Brick
- Sear’s Furniture
- Sport Mart
- Future Shop
- Moores, The Suit People
- Rona
- Palliser Furniture
- La-Z Boy
- Michaels Arts & Crafts
- Staples
- Toys R’ Us
- Silver City Cinema
- Best Buy
- Wal-Mart
- Costco
- Office Depot
- Winner’s
- Mark’s Work Warehouse
- Chapter’s Bookstore
- Linen N’ Things
- Visions Electronics

It is located in west central Winnipeg, approximately midway between the downtown (10 to fifteen minute drive) and the Winnipeg International Airport (10 minute drive time).

1.3 Site information

The site is bounded entirely by 4 city streets and measures 474’ +/- x 455’ +/-, or 215,448 sq. ft. or 4.946 +/- acres in size.

The property has all municipal services and is zoned “C2” Commercial District.

The site boundary is shown herein on Misc. Plan No. 11971/2 appended as Schedule C, within Section 12.0.

1.4 Site Improvements

For the purposes of this RFP, the term “The Property” is used herein to describe:
(1) the building component which is a multi - storey double tiered ice arena;

1.0 Introduction

and

(2) the land component which is the parcel of land contained within the limits of: Empress Street on the east, Rapelje Avenue on the south, Cactus Jack's Place to the west and Maroons Road on the north.

The Property has a multi-storey structure which has been used as an ice arena for sporting events, exhibitions, and concerts and has a gross building area of approximately 125,000 sq. ft. and a total interior floor space of 242,280 sq. ft. +/-.

The building is of masonry concrete block construction, some exterior brick, with a concrete refrigerated ice floor on piles measuring 85' x 208' and steel roof deck, loading docks, etc.

The site contains a hardtopped parking area for approximately 185 parking stalls.

1.5 Geographic Location

The City of Winnipeg is the Capital of the Province of Manitoba and currently has a population of 632,400 ±.

The Census Metropolitan Area (CMA) including the City of Winnipeg and the Municipalities of West St. Paul, East St. Paul, Headingley, Richot, Tache, Springfield, Rosser, St. Francois Xavier, St. Clements and Brokenhead First Nation, has a population of 685,900 ±.

The Province has a total population of 1,148,900 ±.

Winnipeg is well situated with respect to regional transportation facilities. It has an international airport with 24-hour access, the main lines for both CN Rail and CP Rail run through the City, the Trans-Canada Highway passes through Winnipeg and the City has excellent highway and rail connections to the United States of America.

The economy of Winnipeg is very diverse, including farm implement, furniture, building material and bus manufacturing, a diverse aerospace industry, two major universities, several community and other colleges and a full range of financial services. Several of Canada's top trucking firms have their head offices in Winnipeg. It also has a rich cultural history and a wealth of cultural institutions and facilities.

1.6 Background

The original Winnipeg Arena was constructed in 1955, with seating for 8,800.

In 1979, the original Arena was expanded by adding a second tier (upper decks 3,000 seats) and extending the ends of the original Arena (3,700 seats), which resulted in the total seating being increased to 15,500, a requirement for the NHL.

1.0 Introduction

Further improvements were made in 1985 and then in 1995, (private suites, concession upgrades, luxury seating (1200), etc.) with the anticipation of the IHL franchise Manitoba Moose.

In 1999, four Sony Jumbotron Arena display boards were installed.

In 2001, the Government of Manitoba, The City of Winnipeg and True North entered into an agreement which stated that the Winnipeg Arena be demolished contemporaneous with the opening of the MTS Centre. As a result of further discussions with True North, the City of Winnipeg and Winnipeg Enterprises Corporation, with True North's consent, will entertain consideration of alternative uses of the land and facility "The Property" known as the Winnipeg Arena in lieu of its demolition.

1.7 Intent

It is the intent of the City of Winnipeg/Winnipeg Enterprises Corporation to invite Requests For Proposals from all interested parties for the purchase and redevelopment of "The Property".

The City of Winnipeg/Winnipeg Enterprises Corporation has no preference regarding the retention of the existing arena structure.

If the Offeror(s) propose to retain the existing structure then the use must comply with the definition of "non-competitive" as stipulated by the Agreement with True North and as referenced in Section 2.0 herein.

1.8 Invitation To Proponents

The City of Winnipeg/Winnipeg Enterprises Corporation invites Requests For Proposals for the purchase and/or redevelopment of the property. The proposals must include proposed arrangements for the acquisition of the property, financial terms and conditions, any proposed redevelopment options and land use revisions, development timing, and any other relevant terms or assumptions.

Proposals must also include information about the proponent including a Corporate or Organizational outline and background, previous experience in major development projects which may have relevance to the proposal, and financial information about the company or organization behind the proposal. The purpose of this information is to assist the City of Winnipeg and Winnipeg Enterprises Corporation in evaluating the proposals with respect to viability and ability to complete the project.

Please refer to Sections 9.0 Submission Requirements, Section 10.0, No Warranties and No Representations and 11.0 Acceptance of Proposals, for further clarification in this regard.

1.0 Introduction

All Offerors are advised that their submissions will be included in any reports to be submitted to the City's Standing Policy Committee(s) and to Council, and as such there will ultimately be public disclosure.

2.0 Non-Compete Definition of Permissible Alternative Uses

The Master Funding Agreement entered into among the Province of Manitoba, The City of Winnipeg and the True North Project Group provides an obligation, among other things, that the City of Winnipeg shall cause the Winnipeg Arena to be demolished contemporaneous with the opening of the MTS Centre.

The Master Funding Agreement further provides that both the Province and the City will not have any discussions with respect to the financing, development or approval of a wholly or partially government-funded sports and entertainment complex in the City of Winnipeg and the area within a hundred kilometre radius of the City of Winnipeg with any third party for a term of twenty-five years from and after the date of opening of the MTS Centre.

The foregoing provisions relate only to the development of sports and entertainment, arena-style facilities capable of hosting and supporting professional, minor professional and junior “A” hockey and other sporting and entertainment events similar to those hosted in the current Winnipeg Arena. These provisions do not preclude the City of Winnipeg from investing or participating in college, university, community and municipal sports and entertainment facilities designed to serve college, university, community and municipal purposes.

As a result of discussions with the True North Project Group, The City of Winnipeg, with True North’s consent, will entertain consideration of alternative uses of the land and facility known as the Winnipeg Arena in lieu of its demolition provided that any Proposal submitted by an Offeror:

- (a) does not involve elements that would allow for a facility to exist on that site which will compete with the MTS Centre or that is capable of alteration so as to compete with the MTS Centre; and
- (b) includes a covenant by the proponents that any and all subsequent transfers or sales of the facility to third parties shall be on the express condition that such third parties undertake to adhere to these restrictions.

For greater certainty, the list of not acceptable uses for the Arena land and facility shall include:

- Concerts
- Lectures & Speaking engagements of any kind exceeding 1,000 attendees
- Spectator sports of any kind (except aquatic in nature)
- Ice sports of any kind
- Movie shoots / Sound Stages / Rehearsal Spaces of less than fifteen (15) days in duration
- Circuses, Motorsport activities with an audience
- Conventions, Trade Shows -- Industrial or Public

2.0 Non-Compete Definition of Permissible Alternative Uses

Any proposal which the City of Winnipeg and Winnipeg Enterprises Corporation may select, shall not be allowed to proceed without the prior written consent of the True North Project Group. In the event it was determined that a proposal should proceed which would result in the Winnipeg Arena not being demolished, the proposed alternative land use would be subject to the above restrictions and title to the property would be caveated providing notice of such restrictions for a period of not more than twenty-five years in duration from the date of closing.

3.0 Property Details

Schedule B, in Section 12.0, identifies by plan format, those titles or portions thereof, which are being offered for sale within this Request For Proposals.

The City may consolidate these titles, or prepare a parcel plan delineating the lands to be transferred, whichever it deems most appropriate for its purposes in transferring title(s) to the successful proponent.

3.1 Current Use of Property

The Property has always been used as a facility for major sporting events, exhibitions and as an entertainment venue.

3.2 The Site

Area: 4.946 ± acres
Location: 1430 Maroons Road
Owner: City of Winnipeg

Schedule A, Misc. Plan 11971 in Section 12.0 provides an overview of the subject site's property boundaries.

If the Offeror requires a cleared site for redevelopment, the City of Winnipeg/Winnipeg Enterprises Corporation, at its expense, will demolish the existing arena building prior to the date of closing. Existing floor slabs are to be removed to the top elevation of the supporting concrete piles. The lands will be 'rough graded' and leveled.

3.3 City's Development Plan

The City of Winnipeg's official development plan, *Plan Winnipeg 2020 Vision*, approved by Council on December 21, 2001 shows the land use of the area which the site is located in as an "Area of Regional Commercial and Mixed-Use Concentration."

Such areas indicate the desired locations for large scale commercial development attracting customers city wide and beyond.

Schedule D, Section 12.0 herein is an excerpt from this document and outlines this area of land use.

3.4 Zoning

The site is zoned "C2" Commercial District.

The existing arena use was established under zoning By-Law No. 16502. There were no requirements at that time to provide any accessory off-street parking spaces under that By-Law. Under the current zoning By-Law 6400/94, there is a requirement to provide 1 parking space for every 100 square feet of Gross Floor Area. This would include the rink

3.0 Property Details

surface of the arena. Any change in land use from the arena use to some other retail or service would effect the Non-Conforming Rights to the parking and a zoning variance would be required.

There are no variances or conditional use orders currently existing on the site.

Schedule E within Section 12.0 lists the permitted uses as stated within City of Winnipeg Zoning By-Law 6400/94.

3.5 Title Information

The property consists of all, or portions thereof of the following City of Winnipeg property titles.

<u>Certificate No.</u>	<u>Abbreviated Legal Description</u>
484694	Lots 1 to 9, Plan 291
1677233	Lot 86, Plan 153
516577 (portion of)	Pt. Lot 168, Plan 6335
1793824 (portion of)	Pt. Lots 6,7 and 8; all Lot 136, Plan 153
1793881 (portion of)	Pt. Lot 90, Plan 153
1793831	Pt. Lot 121, all Lots 127, 129, 131, Plan 153
1754836	Lot 123, Plan 153
586102	Lot 124, Plan 153
548619	Lot 125, Plan 153
461564	Pt. Lot 167, all Lot 168 Plan 153
371509	Lot 130, Plan 153
767582	Part Lots 132, 163 Plan 153
453964	Part Lots 164, 165 Plan 153
Old system	By-law 17,290, Pt. of Plan 5944, contained within limits of Maroons Rd. and Rapelje Ave.

3.6 Encumbrances Against Title(s)

The City is aware that there are several encumbrances against certain of these titles.

Briefly, these encumbrances are as follows:

	Encumbrance	Affected Title(s)	Signatories & Brief Description of Condition(s)
#1	B60755 (Oct. 5/54)	371509 461564 484694 548619 586102 767582	City of Winnipeg By-law 17,290 closes Dundas St., effects within land, see Plan 5944.

3.0 Property Details

	Encumbrance	Affected Title(s)	Signatories & Brief Description of Condition(s)
#2	C39354 (August 10/56)	453964 461564 561577 767582 784640	City of Winnipeg By-Law 17,679 on part for widening of Empress Street, see Plan 6335
#3	83-49530 (June 3/83)	484694	Claude Neon Limited Display Lease Agreement for a five year period ending September 30, 1987

Copies of the encumbrances of which the City is aware, are herewith appended as Schedule F within Section 12.0.

It is the proponent's responsibility to satisfy himself/herself as to the quality of title.

The lands pertaining to By-law 17,290 in Plan 5944, contained within the limits of Maroons Road and Rapelje Avenue are presently registered under the Old System in Winnipeg Land Titles Office. The City will initiate a Real Property Application to Land Titles for a new survey of this land, or plan of subdivision, whichever is required by Land Titles to effect a land transfer.

3.7 Compliance With Zoning Regulations

The Development and Inspections Division of the City of Winnipeg advises that the building premises and the parking lot are in compliance with Zoning By-Law No. 6400/94; by virtue of an arena use established under the previous Zoning By-Law 16502.

Any change in land use from arena to some other retail or service would effect the Non-Conforming Rights to the parking and a zoning variance would be required. Under the current Zoning By-Law 6400/94, there is a requirement to provide 1 parking space for 100 square feet of Gross Floor Area.

Any contemplated changes to the existing structures and uses may require applications for re-zoning, variances or conditional uses, which applications are to be at the sole cost and responsibility of the successful Offeror.

3.0 Property Details

3.8 Eye Level photographs of the subject site

Eye-level photographs of the main building component (exterior) and the views therefrom:

Eye-level photographs of the subject site show:

- the Eastern Façade*
- the Southern Façade*
- the Western Façade*

* © Grand Maison Photography/www.grandmaison.mb.ca

These photographs are appended and identified within Schedule G, in Section 12.0.

4.0 Building Premises and Facilities

4.1 Building Location Sketch Plan

A building location sketch plan shown as Misc. Plan No. 11971/2 Schedule C, Section 12.0 herein, identifies the relative location of the above surface structure on the property. It is **not** a building location certificate.

For Offerors proposing to use and/or develop the existing structure, it is the responsibility of the Offeror, at its expense, to undertake to obtain a current building location certificate and deem the extent of any encroachments that may exist. The Offeror shall enter into encroachment agreements with the City on any encroachments encountered, in accordance with the City's encroachment by-law.

4.2 Building Floor Plans and Operating Systems

Building information contained herein has been obtained from Winnipeg Enterprises Corporation. The City of Winnipeg and Winnipeg Enterprises Corporation believes this information to be accurate but does not assume any responsibility for errors or omissions:

Floor Level areas:

<u>Building Level</u>	<u>Level Description</u>	<u>Square Footage (ft2)</u>
First	Ice Level	107,800 ft2
Second	Concourse Level	55,264 ft2
Third	Offices and Hometown Heroes	30,272 ft2
Fourth	Skywalk	29,744 ft2
Fifth	Press Box	2,784 ft2
Sixth	Upper Decks	16,416 ft2
Total Floor Space		242,280 ft2

Drawings of the floor plans for illustrative purposes are appended as Schedule H, within Section 12.0.

Original Construction and Major Renovations

1955 The original Arena with built with seating for 8,800.

1979 The original Arena was expanded by adding a second tier (upper decks 3,000 seats) and extending the ends of the original Arena (3,700 seats), which resulted in the total seating being increased to 15,500, a requirement for the NHL.

4.0 Building Premises and Facilities

- 1985 Winnipeg Enterprises Corporation upgraded the air-conditioning system in the building.
- 1995 Main concourse women's washrooms increased capacity by 50%.
- 1995 Various renovations/additions: club seating, private suites modified, Moose Store built, concession upgrades, Hometown Heroes Bar & Restaurant.
- 1999 Four Sony Jumbotron Arena Replay Boards installed.

4.3 Agreement to Provide Services to the Adjacent CKY Studios Building

The current agreement with the Winnipeg Arena/Winnipeg Enterprises Corporation for supplying steam for heating and domestic water to the CTV building will terminate on December 31, 2004. All pertinent service connections for the supply of steam and domestic water will be disconnected at that time.

4.4 Municipal Utilities Available to the Premises/Site

Locations of existing Municipal Utilities are shown in Schedule I, in Section 12.0.

This Misc. Plan No. 11971/5 helps illustrate the utility service connections, i.e. wastewater sewer and waterlines which are within the street right of way and provide service to the main building.

- Public Waterline Service:
 - The site is bounded by four city streets, each providing watermain access:
 - Empress Street, 12" watermain
 - Maroons Road, 8" watermain
 - Repelje Avenue, 8" watermain
 - Cactus Jack's Place, 6" watermain
- Public Sewer Service:
 - Existing sewer service in adjoining streets are:
 - Maroons Road, 30" sewer line
 - Empress Street, 12" sewer line
 - Rapelje Avenue, 12" sewer line (west end only)

4.0 Building Premises and Facilities

- Cactus Jack's Place, 6.5" sewer line

The Offeror may wish to retain, at his expense, the services of a municipal engineer to investigate the capacity and the grades of these sewers and to recommend a servicing plan if so required.

- Hydro and Gas:

The property is fully serviced by hydro and gas.

Additional information on availability, confirmation and utilization of municipal utilities may be obtained by contacting Mr. Kim Raban, P.Eng., Services Development Engineer, Water and Waste Department at phone number 986-7626.

4.5 Transportation/Access

- Site Access:

The site presently has vehicular access off either Maroons Road or Rapelje Avenue.

Offeror's proposing to redevelop the site are directed to discuss their access requirements with Mr. Doug Binda, Private Approach Technician, Transportation Division, Public Works Department, at telephone number 986-5239 for any approvals required for access as part of the development permit process.

Local Access:

Maroons Road is a two block long, four lane undivided roadway, spanning between Empress Street to the east and St. James Street to the west. Empress Street is a major north/south traffic route in the district, spanning between Saskatchewan Avenue to the north and Portage Avenue to the south. Empress Street ranges from being two lanes undivided to four lanes divided.

The Property is located approximately seven kilometres from the corner of Portage Avenue and Main Street, a 10 to 15 minute driving interval.

Transit Service Routes:

Currently Winnipeg Transit operates ten service routes to the Polo Park Shopping Centre, which is adjacent to, and south of, the site.

Most routes to the Polo Park Shopping Centre operate weekdays at full service, and at reduced services on Saturdays and on Sundays.

#20 Watt Academy - Provides a direct Transit interconnect between Polo Park Shopping Centre and the subject arena site at 1430 Maroons Road.

4.0 Building Premises and Facilities

4.6 Neighbourhood

The neighbourhood has been in transition from industrial to commercial/retail use over the past number of years. Recently, redevelopment of high profile sites with box store and multi-tenant strip retail shopping projects has transformed the area around the Polo Park Shopping Centre. This area now has, by far, the largest retail inventory in the City. In addition to the 200 retail shops in Polo Park Shopping Centre (including anchor tenants - Sears, Zellers, The Bay and Safeway), some of the major retailers located in the area are:

- Home Depot
- Canadian Tire
- Leon's
- The Brick
- Sear's Furniture
- Sport Mart
- Future Shop
- Moores, The Suit People
- Rona
- Palliser Furniture
- La-Z Boy
- Michaels Arts & Crafts
- Staples
- Toys R' Us
- Silver City Cinema
- Best Buy
- Wal-Mart
- Costco
- Office Depot
- Winner's
- Mark's Work Wearhouse
- Chapter's Bookstore
- Linen N' Things
- Visions Electronics

The location of The Property in relation to the major "big box" retailers in the neighbourhood is shown on Schedule J1, of Section 12.0 herein.

In addition, there are many local and national restaurant chains that are located in the neighbourhood:

McDonald's, Wendy's, Earl's, Moxy's, Red Lobster, Denny's, Montana's, Kelsey's, Olive Garden, A & W, Tim Horton's, Robin Donuts, etc.

A variety of full service hotels are also located within this neighbourhood. These hotels are shown on Schedule J2, of Section 12.0 herein.

The neighbourhood still has a large component of industrial useage, intermingled often with a retail component.

5.0 Property Studies and Assessments

5.1 Environmental Site Assessment

No Environmental Site Assessment has been undertaken on The Property by either the City of Winnipeg or by Winnipeg Enterprises Corporation.

The City of Winnipeg/Winnipeg Enterprises Corporation recommends to all proponents who are intending to redevelop The Property with a “non-competing use” to the True North Centre or to initiate a new development use for the vacant land that they undertake to complete an Environmental Site Assessment appropriate for their intended use.

All costs associated with the preparation of such an Environmental Site Assessment, or any remedial work that may required as a result of such assessment, will be the responsibility of the Offeror.

Notwithstanding the above noted, The City of Winnipeg/Winnipeg Enterprises Corporation is aware of the following items in regards to potential environmental issues in the building:

Asbestos

Asbestos insulation on steam piping and equipment located throughout the Arena:

- **Powerhouse**
 - ❖ # 1 Boiler and breaching to chimney
 - ❖ 1500 gallon hot water tank and connecting piping
 - ❖ Main steam header and connecting piping for all unit heaters
- **Ice Level**
 - ❖ Main supply and return headers and connecting piping for all unit heaters.
- **Concourse Level**
 - ❖ Main supply and return headers and connecting piping for all unit heaters.

5.0 Property Studies and Assessments

- **Catwalk Level**

- ❖ Main supply and return headers and connecting piping for the six (6) Air handling units that are located inside the Bowl Area.

All asbestos is in good condition.

PCB'S

It has been determined that approximately 20% of all light fixtures in the Arena still contain PCB's. When ballasts are repaired or changed they are upgraded to new ballasts that contain no PCB's.

In the event of building demolition, the City of Winnipeg/Winnipeg Enterprises Corporation, at its expense, will be responsible for the authorized removal and disposal of PCB's and for asbestos removal.

Other Known Environmental Information

In 1998 there was an underground fuel tank removed from the southeast corner of the Arena parking lot. The tank and all contaminated soil were removed successfully. The area was filled and is not a part of the asphalt parking area.

There is a 10,000 gallon underground fuel tank at the southwest corner of the Arena. This was used to feed the boilers in the Arena. During the expansion of 1979 this tank was cleaned and filled with gravel adhering to the environmental standards at that time.

- Tank size: 10,000 gallons
- Location of tank: 2 to 3 ft. from sidewalk, +/- 15 ft. from south wall

5.2 Building Components/Services Condition Assessment

On July 3, 2003, Winnipeg Enterprises Corporation provided the City of Winnipeg with the following information on the building's existing mechanical, electrical and safety systems:

Mechanical/Electrical Services for the building

The building, ice and boiler(s) plant are heated and cooled by a series of boilers, chillers, cooling tower and rooftop HVAC units. One dedicated boiler in the Winnipeg Arena boiler room produces steam required for the operation of the adjacent CKY studios, however, this service will be discontinued in December, 2004.

5.0 Property Studies and Assessments

Electrical service to the building, ice and boiler plants is provided by a 600 amp, 4.76 kilovolt 3 phase main distribution.

Inventory of the Boiler Room Equipment and Rooftop HVAC units are detailed in Schedule K, within Section 12.0.

Inventory of electrical motors, electrical panels and lighting controls are detailed in Schedule L, within Section 12.0.

Plumbing services for the building

All plumbing feed and drainpipes are in fair condition. 50% of plumbing fixtures such as sinks, urinals and toilets are in good condition and the other 50% are obsolete. A portion of the main concourse washrooms and the ice level washrooms contain troughs and repairs often require full replacement.

Sewer lines underground are all original. The cast iron pipes may require replacement should the building remain functional for a long duration.

There has been no trouble with flooding due to sewer backup and the pits are regularly maintained and serviced each year.

Roof Maintenance and Repair

The main roof area of 30,000 sq. ft. is 90 feet above the ice level. It was repaired in 1997 with a tar and gravel application and is in good condition.

Other roof levels include:

- Above both upper deck seating areas at approximately 6000 square feet each.
- Fourth floor walkways on east, west and south at a total of approximately 10,200 square feet.
- Above southwest public entrance at approximately 3,500 square feet.
- Above top the north seating at approximately 3,600 square feet.
- Above the current box office at approximately 4,000 square feet.

These areas are in poor/fair condition and will require repair or replacement within the next few years.

Building Automation System

5.0 Property Studies and Assessments

The building operates with a Digital System Controller (DSC – 8500). The system operates with electrical control and pneumatic to electrical controls. It controls the ten (10) air handling units that condition the air space inside the “Bowl” area.

5.0 Property Studies and Assessments

Fire Panel System

The building has an Edwards Custom 6500 fire panel, Model # 196901 and firefighters emergency telephone system –Edwards Cat. 6700, Model # 9152.

5.3 Service Agreements

Operating equipment requiring regular maintenance are covered by service agreements:

Structural Inspection

Structural inspections are conducted yearly in the following areas:

- Score clock support cables and hoist connections.
- Jumbotron support framing connections.
- Upper steel deck.
- All structural steel

The 2002 inspection report had no discrepancies to report.

Elevator and Escalators

Cooling Tower Maintenance

Ice plant Maintenance

Roof maintenance

Miscellaneous

Maintenance agreements will be terminated upon transfer of the Property to the successful Offeror.

5.4 Preliminary list of items to remain with/ or be removed from building prior to closing:

A. *The following preliminary list of items, may, at the discretion of the City of Winnipeg/Winnipeg Enterprises Corporation, remain with the building:*

- All doors, metal, wood or roll-up
- All plumbing fixtures, toilets, sinks, etc.
- All piping, ductwork for HVAC

5.0 Property Studies and Assessments

- All HVAC equipment
- All light fixtures
- All electrical panels, switches
- All metal railings
- All non-portable concession stands
- Exhaust fans
- All fire alarm equipment and detectors
- Emergency public address system
- Attached or affixed garbage/condiment tables
- All existing landscaping
- All windows

B. The following preliminary list of items will be removed from the building prior to closing date. (Items to be removed from the building will not effect the mechanical functionality of the building.)

- All seating, fixed or non fixed
- All directional signage
- All concession/cooking equipment
- All exhaust hood fire suppression
- All portable concession booths
- All black drapes/material
- All television sets
- All security cameras/equipment
- All illuminated signage
- All video/audio equipment
- All garbage containers

5.0 Property Studies and Assessments

- All non fixed stools and tables
- All pictures, banners and photos
- All display stands
- All window type AC units
- All office or living furniture
- 15000L above ground fuel tank
- Centre hung scoreboard/or matrix (4 sided)
- Four (4) Sony Jumbotron Replay Boards

The items listed in paragraph 5.4 as items to stay or to be removed from the building are **preliminary lists** provided for discussion purposes only and are subject to change.

Any item included in either list contained in paragraph 5.4 may be deleted from the list, and items may be added to either list at the sole discretion of the City of Winnipeg/Winnipeg Enterprises Corporation.

The Offeror's Offer to Purchase shall provide a list of items which it desires the City of Winnipeg/Winnipeg Enterprises Corporation to leave or remove from the premises. The City of Winnipeg/Winnipeg Enterprises Corporation shall review such list at its sole discretion and determine which items it wishes to agree to leave in or remove from the premises.

5.5 Cautionary Notation

The environmental and building services information has been compiled from information provided by Winnipeg Enterprises Corporation and any errors or omissions are purely unintentional. Information is being made available to third parties interested in submitting a proposal in response to this RFP for 'The Property' expressly on the condition and understanding that the City of Winnipeg/Winnipeg Enterprises Corporation does not assume any responsibility for any and all judgements, decisions, actions or inferences which any third party may deem to be derived from their interpretations or evaluations of these assessments.

5.6 Appraised Value

The City of Winnipeg has received an opinion of value from an independent appraisal consultant indicating that the estimated value of the subject property at 1430 Maroons Road, on the basis of vacant land only, is estimated at \$3,230,000.00, as at October, 2002.

6.0 Taxes and Utilities

“The Property” is currently being used as an arena for sporting events, exhibitions and concerts.

The following information is based on the current use and occupancy of the Property, namely, as an ice arena for sporting events, exhibitions and concerts.

6.1 2003 Assessed Value

On July 28, 2003 the Property Assessment Department has advised that the current assessed value for the 4.946 ± acre site and the arena building is \$11,190,000.00 based on the current zoning and use of these facilities.

Vacant Land Assessment

The Property Assessment Department has advised that the assessed value of the **land only**, if vacant, based on a valuation year of 1999 is \$2,100,000.00

Future Assessed Value

If the existing building is retained, the Property Assessment Department has advised that the assessed value will be determined by the new use and the degree of renovations undertaken.

6.2 2003 Estimated Realty Taxes

The Property Assessment Department advises that on the basis of the existing use and improvements to a taxable entity, the 2003 realty taxes are estimated to be:

Type	Assessment	Portioned Assessment	Municipal	School	Education Support	Total Taxes
Land only	\$2,100,000	\$1,365,000	\$40,521	\$39,166	\$22,625	\$102,312.
Land and building	\$11,100,000	\$7,215,000	\$214,184	207,020	119,589	\$540,793.

The above calculations assume use of the 2003 municipal mill rate, the 2003 school Winnipeg 1 mill rate and the 2003 education support levy.

In addition to the above calculations, for the year 2003 the following charges are applicable to the Municipal Taxes for the property:

6.0 Taxes and Utilities

Sewer Renewal	\$896.04
Water Renewal	<u>\$602.25</u>
Total	\$1498.29

Local Improvement Levies

As of May 16, 2003, there are no outstanding local improvement levies chargeable to this property.

6.3 Costs of Utilities

Winnipeg Enterprises Corporation has provided the following information on utility costs for the 12 month period ending May 31, 2003:

Hydro	\$196,715.00
Natural Gas	\$240,541.00
Water & sewer	\$55,060.00

Utility consumption will vary depending on among other things, the type and frequency of use.

The City/Winnipeg Enterprises Corporation is providing this information at face value only. The City disclaims any responsibility for the accuracy of this third party information, as it has not been able to verify this data from other sources.

7.0 A Challenge to Proponents

7.1 Challenge to Proponents

- Only offers to purchase the land is if vacant **or** to purchase the existing building and redevelop to a specified use not deemed to be in competition with MTS Centre are invited from all interested parties. Offers to lease will not be considered.
- The City/Winnipeg Enterprises Corporation invites projects and proposals which will be economically self-sustaining.

8.0 Open House and Inspection

8.0 Open House

The City of Winnipeg/Winnipeg Enterprises Corporation will hold an open house and informational session on the premises to allow interested proponents the opportunity to acquaint themselves with the property and its facilities.

A facilitator, and his/her assistants, will present, and make available, all pertinent data available to the City regarding this property, such as available building plans and any other documentation which the City may have access to.

Tours of the building premises and grounds will be conducted as required during this open house. The open house/information session will take place on:

Date: Wednesday, January 14, 2004

Time: 9:00 a.m. to 12:00 Noon

Place: 1430 Maroons Road, front entrance main building

The City of Winnipeg/Winnipeg Enterprises Corporation recommends that all proponents attend the open house/informational session as a prior to any submission to purchase.

Open House Agenda:

Wednesday, January 14, 2004

8:30 – Door Open

8:30 – 9:00 – Registrations

9:00 – 10:00 – Building Inspection

10:00 – 12:00 – Group Meeting

– Question and Answer Period

– General Discussion

An additional on-site inspection of a technical nature by a proponent's technical inspectors (i.e. engineers, plumbers, electricians and the like) will be accommodated and scheduled through the Real Estate Division of the Planning, Property and Development Department of the City of Winnipeg. Contact:

Mr. Barry Lucyk, Senior Negotiator

2nd Floor, 65 Garry Street

Winnipeg, Manitoba R3C 4K4

Tel: 204 – 986 – 3241

Fax: 204 – 944 – 8476

Email: blucyk@winnipeg.ca

9.0 Submission Requirements

The City of Winnipeg/Winnipeg Enterprises Corporation reserves the right to reject any Proposal not containing the complete submission requirements. It is the responsibility of the Offeror to ensure that all requirements identified in this section are contained in the Proposal submission.

It is understood and agreed that all costs incurred by proponents regarding their investigations and preparations in response to the Request for Proposals, namely RFP No. 507 - 2003, are to be at the sole cost and expense of the proponents.

Proposals must be in writing and must include the following:

9.1 Identification of the Offeror and Proposed Ownership Structure

- Name, address, and telephone number of the individuals, and principals of partnerships and/or corporations comprising the Offeror.
- Where partnerships or corporations represent an Offeror, include the name, address, and telephone number of an individual who will be the representative for the partnership or corporation.

9.2 Proposed Development

The City of Winnipeg/Winnipeg Enterprises Corporation has no preference regarding the retention of the existing arena structure. If the Offeror proposes to retain the existing structure then the stated use must comply with the definition of “non-competitive” as stipulated by the True North Agreement Provisions outlined herein.

A full and detailed description/explanation of the intended/envisioned proposal outlining the purpose, use and target market, must be prepared and submitted together with copies of maps, plans, and drawings, for consideration by the City of Winnipeg/Winnipeg Enterprises Corporation. The description must include but not be limited to the following:

a detailed description of the intended use(s) to be established

describe the physical building, site and landscaping improvements to be constructed and also indicate the estimated capital cost and phasing of implementation

an identification as to whether the facility is to be operated on a for profit or non-profit basis. If the lands and/or property are to be owned and operated by a non-profit organization then those proponents are required to review the attached Schedule M and to provide a description as to how that organization will comply with the City’s policy on the “Sale or Lease of City Lands to Non-Profit Organizations”

describe the parking facilities to be provided and comment on traffic generation

- proponents are required to provide a description of any similar ventures or developments created, owned or operated by the Offeror or members representing the

9.0 Submission Requirements

Offeror, and verification of same by the inclusion of references

- proponents are advised to provide all of the above information and commentary in such a fashion so as to enable the City of Winnipeg/ Winnipeg Enterprises Corporation to consider the proposals.

9.3 Financial Considerations

- A. The Offeror must provide a detailed Statement outlining all source(s) of financing for the acquisition of this property and the development of the project.
- B. Where the Offeror requires debt to finance the purchase, the Offeror is to provide letter(s) of intent from financial institution(s)/lender(s) indicating a willingness to provide financing.
- C. Where the Offeror requires grant(s) to finance the purchase, the Offeror is to provide identification of the governing organization(s) and the amount of financing anticipated from each organization. In addition, the offeror will provide an estimate of the anticipated time required to apply for and obtain the grant(s) outlined.
- D. The proponent must provide a detailed business plan to illustrate the ability of the project and its operations to sustain itself on an ongoing basis.

9.4 Economic and Social Benefits

Each proponent must identify and demonstrate the economic and social benefits which the City will derive from the proponent's acquisition and development proposal, such as the infusion of capital, job creation, realty tax income, opportunities for community interaction, equal opportunities for employment and other direct and indirect benefits which will accrue to the City during the development phase as well as the projected ongoing operational phase.

9.5 Requests for City Funding

The offering will not create any condition upon the City to provide financial contributions, subsidies, waiver or reduction of fees and charges of any nature whatsoever pertaining to the proposed development of the lands.

9.6 Submission of Offer to Purchase

- The City's/Winnipeg Enterprises Corporation's Offer to Purchase document is attached as Schedule "N" within Section 12.0.
- Proponents must provide all information requested within the "Offer to Purchase". Any special terms as may be required by a proponent are to be added as an appendix

9.0 Submission Requirements

- to Schedule “N”. The document must be fully endorsed, signed, sealed (if appropriate) and dated.
- The deposit, in accordance with Clause 1(1) of the “Offer to Purchase” must be attached to the completed Schedule “N”.
 - Proponents are required to attach the description of their proposal as defined in sub-sections 9.1 to 9.5 inclusive to the completed Schedule “N”.
 - The completed proposals must be submitted to the City of Winnipeg in accordance with the instructions as stated within Section 9 herein.
 - All proposals must have the full name of the proponent’s contact person including all available information regarding his/their business/home address, telephone(s) and facsimile(s) numbers, and e-mail address(es) – all clearly visible on the outside envelope or jacket of the submission.
 - **The consolidated Offer to Purchase document, together with all attachments, will be considered as the full and complete proposal.**

9.7 Deposit

- All offers must be accompanied by a certified cheque or an equivalent security in the form of a Letter of Credit, Bank Draft, Money Order or other Note satisfactory to the City, which security must be equal to 15% of the offered purchase price. Failure to submit a properly endorsed deposit will negate the Offer to Purchase.
- The City/Winnipeg Enterprises Corporation will not pay any interest on deposits.
- The City/Winnipeg Enterprises Corporation will refund, without interest, the deposits of the unsuccessful proponents upon the City’s/Winnipeg Enterprises Corporation’s final decision in this matter.

9.8 No Commissions Payable

There will be no commission payable by the City/Winnipeg Enterprises Corporation on the sale of The Property.

10.0 No Warranties and No Representations

10.1 No Warranties and No Representations

- Notwithstanding any comments expressed or implied by the City/Winnipeg Enterprises Corporation in this Request for Proposals or in the attached “Offer to Purchase” document, the City/Winnipeg Enterprises Corporation expressly states that it is providing no warranty and/or representation of any kind related to the appropriateness of this property, or its developability, for the proponent’s requirements.

Purchaser(s) must rely entirely upon their own investigations in order to satisfy themselves as to the suitability of the property for their needs.

11.0 Acceptance of Proposals

11.1 Time, Date for Final Receipt of Proposals

Twelve (12) sealed copies of the Offer, marked "Purchase and/or Redevelopment of 1430 Maroons Road" R.F.P. No. 507 -2003 must be addressed and delivered to:

**Corporate Finance Department
Materials Management Division
City of Winnipeg
Main Floor, 185 King Street
Winnipeg, Manitoba, R3B 1J1**

not later than:

4:00 P.M., Winnipeg Time, February 27, 2004

Except where extended by Addendum, all Requests for Proposals received later than the time and date stated above will not be accepted and will be returned unopened.

RFP's received by the time and date for final receipt of Proposals will be opened in private and processed for consideration by the City and the Winnipeg Enterprises Corporation.

Offerors may withdraw their Offers at any time prior to the time and date for final receipt of Proposals.

11.2 Period Open for Acceptance

Proposals received shall remain open for acceptance by the City of Winnipeg/Winnipeg Enterprises Corporation until 4:00 pm, Winnipeg Time, June 26, 2004.

During this period of time, the Winnipeg Enterprises Administrative Steering Committee and The Winnipeg Enterprises Corporation will, in consultation with True North (with regard to Section 2.0 Non-Compete Definition of Permissible Alternative Uses), review the Proposals and submit its recommendations for the consideration of the Board of Directors of the Winnipeg Enterprises Corporation and the City of Winnipeg Council.

Adjustments/ alterations to the Offers will not be permitted during the evaluation period in which the proposals are being considered by the City of Winnipeg and the Winnipeg Enterprises Corporation.

11.3 Addenda

The City of Winnipeg/Winnipeg Enterprises Corporation assumes no responsibility for any and all information provided to the Offeror. Discrepancies, omissions, or questions of interpretation identified by an Offeror related to RFP No. 507 -2003 should be communicated immediately to the Materials Management Division as identified in Section 11.1 herein.

11.0 Acceptance of Proposals

The City of Winnipeg/Winnipeg Enterprises Corporation will consider all such matters and produce written instructions/definitions/descriptions if warranted for distribution to all potential Offerors in the form of an Addendum which will be faxed, e-mailed or mailed to the addresses identified by the Offeror at the time of obtaining RFP No.507 - 2003.

Any addenda that might be issued to potential offerors from the date of this RFP until the time and date for final receipt of proposals are to be received and acknowledged as forming part of this RFP.

11.4 Acceptance by City/Winnipeg Enterprises Corporation

The City of Winnipeg/Winnipeg Enterprises Corporation reserves the right to accept any Proposal and enter into a formal agreement, which the Board of Directors of Winnipeg Enterprises Corporation and the City of Winnipeg Council, or its delegated authority, considers to be in the City's/Winnipeg Enterprises Corporation's best interest.

The City of Winnipeg/Winnipeg Enterprises Corporation will have no obligation to accept any Proposals, even though one or more may be considered to be in compliance with the Submission Requirements.

It is understood and agreed that all costs incurred by proponents regarding their investigations and preparations in response to the Request for Proposals, namely RFP No. 507 -2003, are to be at the sole cost and expense of the proponents.

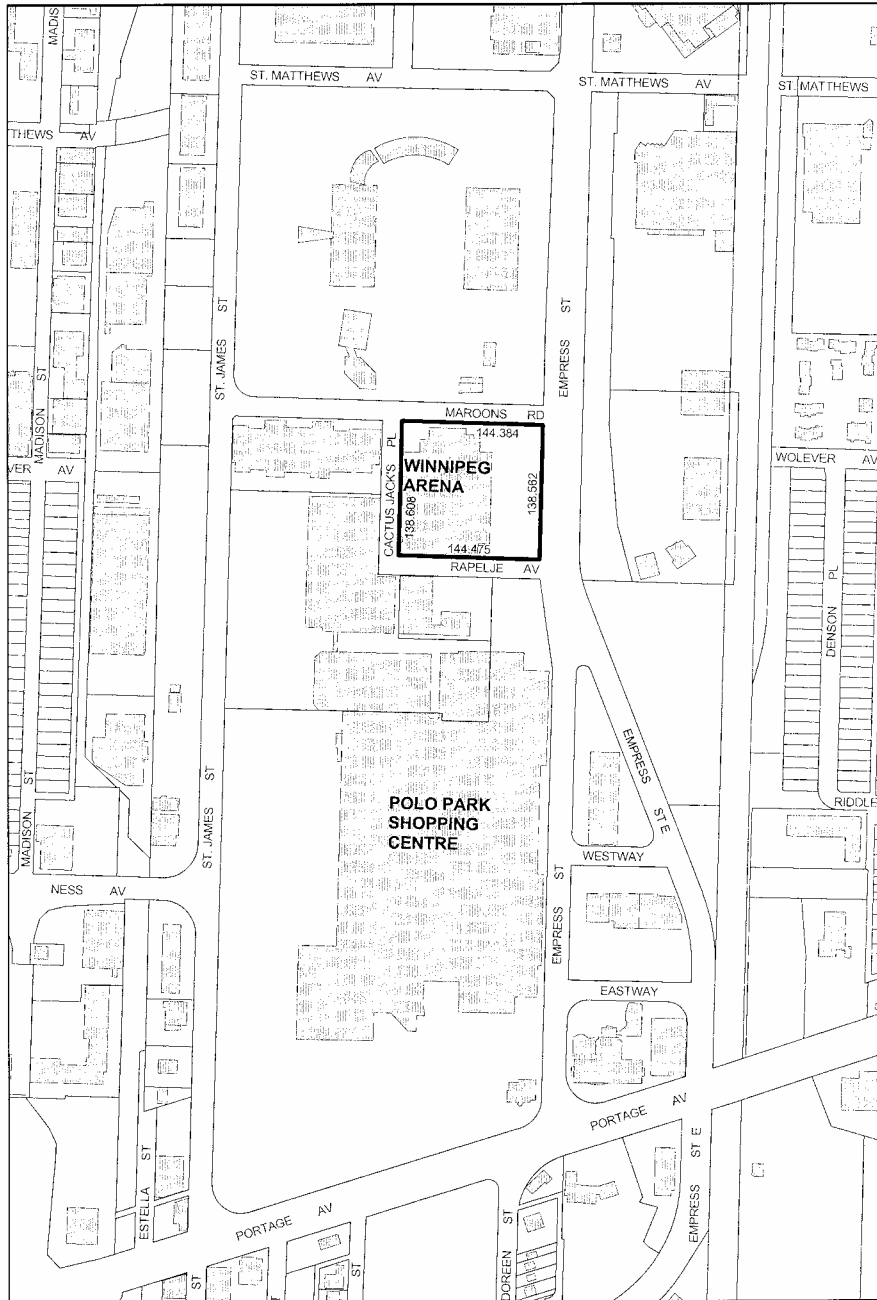
11.5 Interviews


Following the time and date for final receipt of Proposals, the City of Winnipeg/Winnipeg Enterprises Corporation may request Offeror(s), or representatives of Offeror(s), to attend one or more interviews before the Board of Directors of the Winnipeg Enterprises Corporation, The Standing Policy Committees and/or Council, as may be required, to present their submission and to respond to questions.

Furthermore, The City of Winnipeg/Winnipeg Enterprises Corporation reserves the right to enter into negotiations with one or more proponents in the event Council deems the proposal(s) has (have) sufficient merit to pursue or expand on initiatives deemed appropriate by Council.

SCHEDULE A
MISC. PLAN NO. 11971
OVERVIEW OF SUBJECT PROPERTY

SCHEDULE "A"



 Subject City Property
 1430 Maroons Road
 20,015.6 sq.m. +/- (4.946 acres +/-)



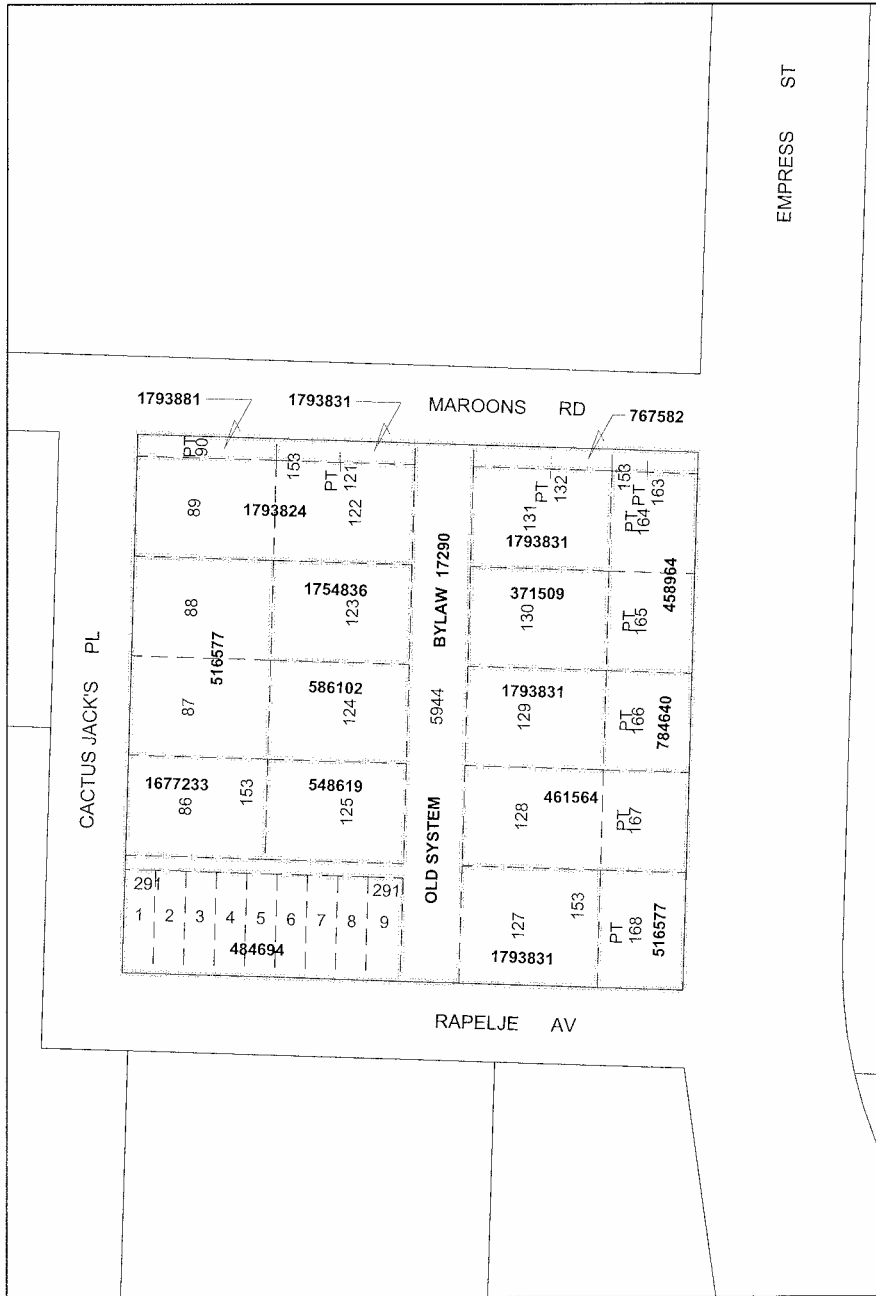
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 District: ASBA
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NOTE:
 Information displayed hereon has been compiled or computed from a variety of sources
 and should be used as a general guide only.
 No warranty is expressed or implied regarding the accuracy of such information.

CITY OF WINNIPEG
PLANNING, PROPERTY AND DEVELOPMENT DEPT.
LAND INFORMATION & MAPPING SERVICES
MISC. PLAN NO. 11971

SCHEDULE B
MISC. PLAN 11971/1
CERTIFICATES OF TITLE SUPERIMPOSED
OVER SUBJECT LANDS

SCHEDULE "B"



TITLE PLOT
WINNIPEG ARENA SITE



Date: 2003-AUG-11
District: ASBA
File: Not Available
Scale: 1:1250



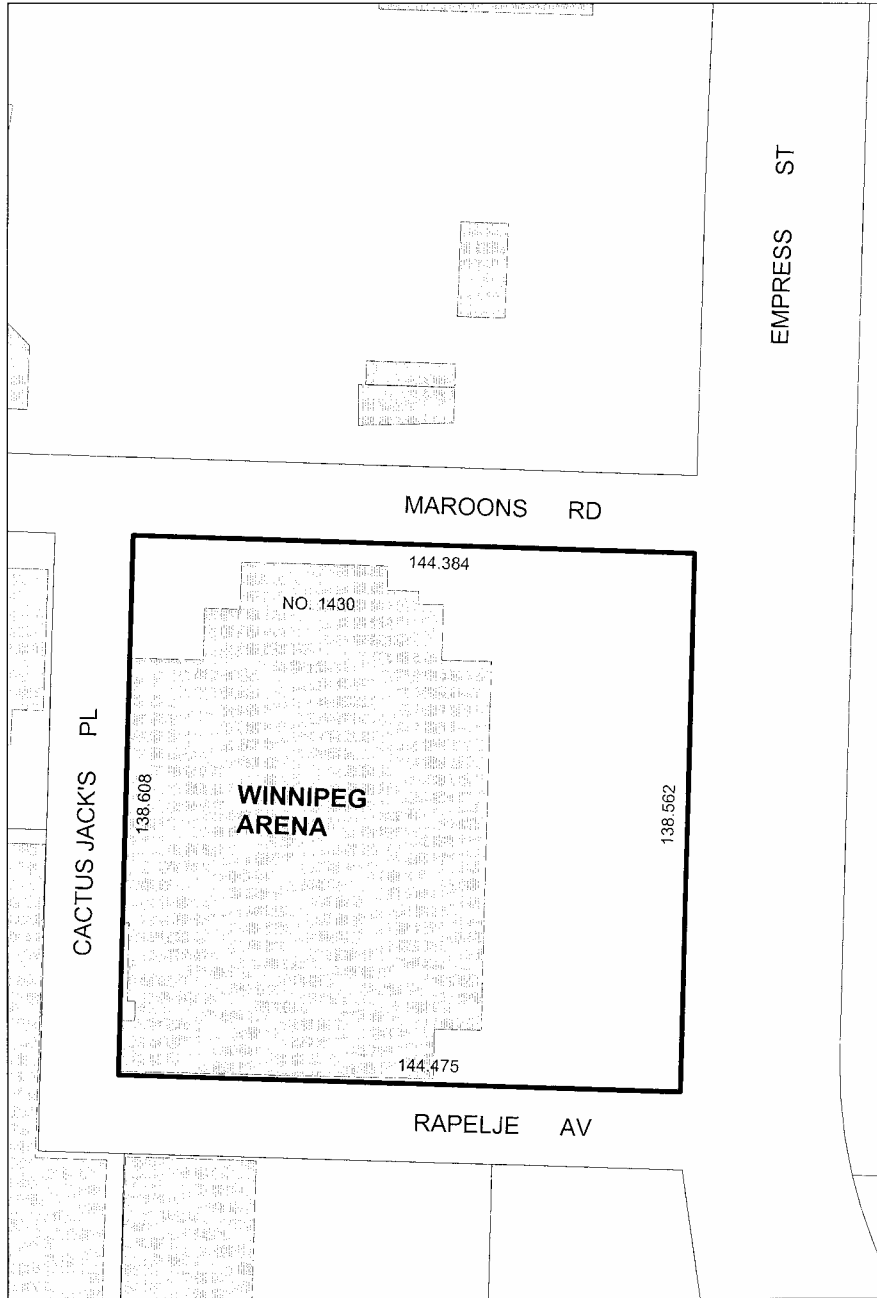
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**CITY OF WINNIPEG
PLANNING, PROPERTY AND DEVELOPMENT DEPT.
LAND INFORMATION & MAPPING SERVICES**

MISC. PLAN NO. 11971/1

SCHEDULE C
MISC. PLAN NO.11971/2
BUILDING LOCATION
SKETCH PLAN

SCHEDULE "C"



 Subject City Property
1430 Maroons Road
20,015.6 sq.m. +/- (4.946 acres +/-)



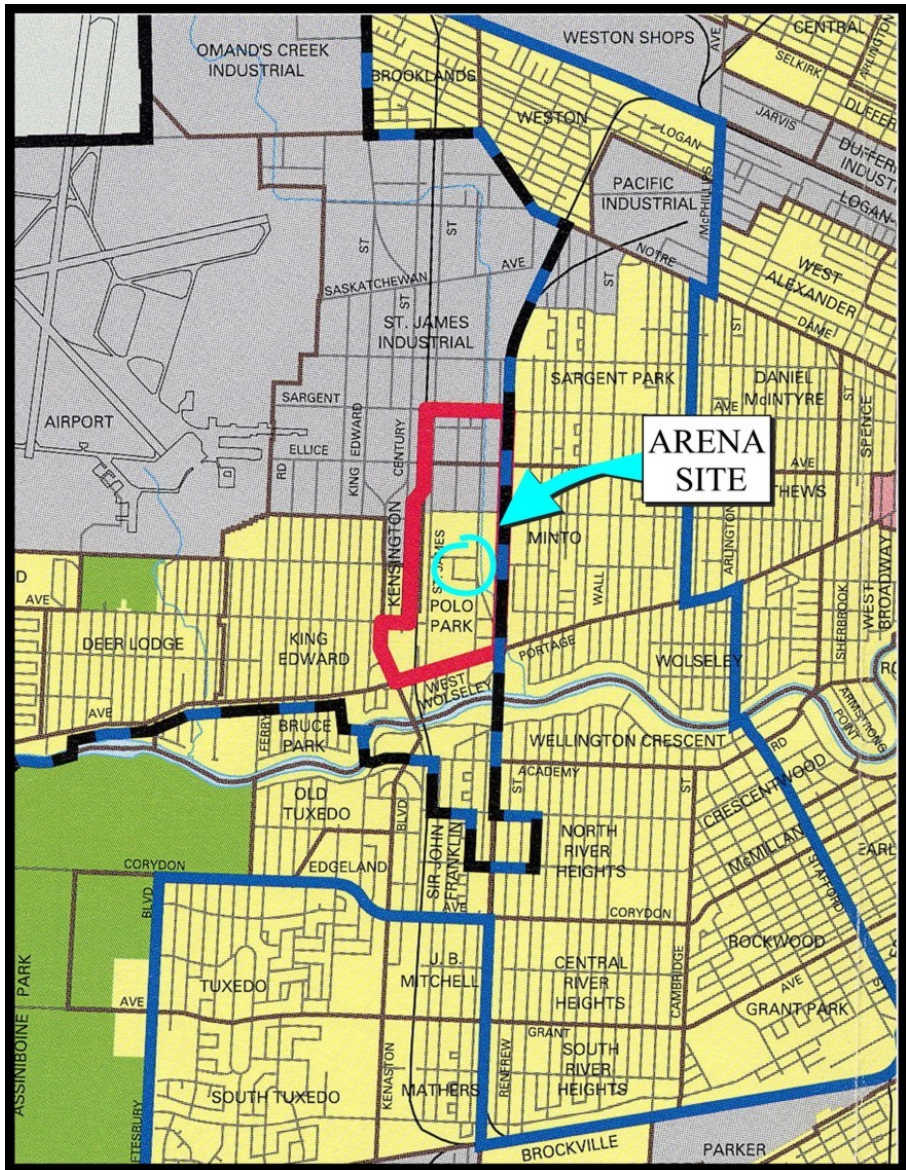
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CITY OF WINNIPEG
PLANNING, PROPERTY AND DEVELOPMENT DEPT.
LAND INFORMATION & MAPPING SERVICES

MISC. PLAN NO. 11971/2

SCHEDULE D
LAND USE POLICY UNDER
PLAN WINNIPEG 2020 VISION



SUBJECT NEIGHBOURHOOD

SCHEDULE E
C2 COMMERCIAL DISTRICT ZONING
BY-LAW 6400/94

PART SEVEN COMMERCIAL DISTRICTS

700 INTENT AND PURPOSE

- 700 (1) The "C1" Commercial District is intended to provide for local commercial uses typically found within neighbourhoods.
- 700 (2) The "C1.5" Commercial District is intended to regulate commercial development with less of a neighbourhood orientation, typically found along commercial corridors within existing older neighbourhoods.
- 700 (3) The "C2" Commercial District is intended to regulate more intensive commercial sites that do not have a local or neighbourhood orientation.
- 700 (4) The "C3" Commercial Districts are intended to provide for highway commercial-type development, with a significant orientation to automobile and truck-related uses.
- 700 (5) The "C4" Commercial District is intended to regulate shopping centre sites, other than regional shopping centre sites.
- 700 (6) The "CR" Commercial District is intended to regulate development upon the six existing regional shopping centre sites as identified by Plan Winnipeg.
- 700 (7) The "OI" Office and Institutional Planned Building Group District is intended to accommodate civic, institutional, cultural and office buildings through the application of urban design principles.

710 PERMITTED USES AND CONDITIONAL USES

*B/L 7555/00 (00 01 26) * B/L 7102/97 (97 10 22) ** B/L 6880/96 (96 09 25) ****

- 710 (1) No land shall be used or occupied and no structure shall be erected, altered, used, or occupied, except for the following uses:

TABLE 710 (1)

USE	C1	C1.5	C2	C3-1	C3-2	C4	CR	OI	Parking Group No. (see Part XI)
ACCESSORY USES, not listed	P	P	P	P	P	P	P	-	n/a
AMUSEMENT DEVICES, ACCESSORY, limited to one (1) device per 500 sq.ft. of floor area	P	P	P	P	P	P	P	P	n/a
	Max. 2 devices		Max. 4 devices				max. 2 devices		
AMUSEMENT PARLOUR	-	-	C	C	C	C	C	-	6
** AMUSEMENT ENTERPRISE, LICENSED	-	-	C	C	C	C	C	-	14

USE P: Permitted, C: Conditional, T: Temporary, A: Accessory, -: Not Permitted	C1	C1 .5	C2	C3 -1	C3 -2	C4	CR	OI	Parking Group No. (see Part XI)
as a sports facility									
AMUSEMENT ENTERPRISE, OUTDOOR: including DRIVING RANGE, MINIATURE GOLF COURSE, RANGE for TARGET SPORTS, or similar facility	-	-	C	P	P	-	-	-	n/a
AMUSEMENT ENTERPRISE, INDOOR: including DRIVING RANGE, GO-CART TRACK, MINIATURE GOLF COURSE, RANGE for TARGET SPORTS, ROLLER SKATING, or similar facility	-	-	P	P	P	P	P	-	6
ANIMAL HOSPITAL, VETERINARY CLINIC	P	P	P	P	P	P	P	-	11
ANIMAL POUND, ANIMAL TRAINING, KENNEL	-	-	-	C	P	-	-	-	n/a
APPLIANCES, excluding major appliances: RENTAL, SALE or SERVICE	P	P	P	C	P	P	P	-	11
APPLIANCES, including major appliances: RENTAL, SALE or SERVICE	-	-	P	C	P	P	P	-	11
ARENA, AUDITORIUM, STADIUM	-	-	C	C	C	C	C	-	6
ART/ANTIQUÉ: SALES, SERVICE, including framing/restoration	C	P	P	-	-	P	P	-	11
ART/CRAFTS/HOBBY: INSTRUCTION, SUPPLIES, including beer and wine- making supplies and equipment SALES	P	P	P	-	-	P	P	-	11
ARTISAN, CRAFTING OF CUSTOM PRODUCTS from finished materials	-	P	P	-	-	P	P	-	11

USE P: Permitted, C: Conditional, T: Temporary, A: Accessory, -: Not Permitted	C1	C1 .5	C2	C3 -1	C3 -2	C4	CR	OI	Parking Group No. (see Part XI)
AUCTION ROOM	-	C	C	C	P	-	-	-	6
AUDIO/VIDEO RECORDINGS: RENTAL, SALES	P	P	P	-	-	P	P	-	11
AUTOMOBILE, including motorcycle: CLEANING	-	-	C	P	P	-	-	-	11
AUTOMOBILE, including motorcycle: REPAIR, SERVICE, INSTALLATION OF SUPPLIES/PARTS	-	-	C	P	P	P	P	-	11
AUTOMOBILE, including motorcycle: RENTAL, SALES, including accessory REPAIR, SERVICE, INSTALLATION OF SUPPLIES/PARTS	-	C	P	P	P	P	P	-	11
AUTOMOBILE, including motorcycle: SUPPLIES/PARTS, SALES	-	C	P	P	P	P	P	-	11
AUTOMOBILE WASHING: drive-through or self-service	-	-	C	P	P	C	C	-	11
BAKERY, BAKED GOODS: SALES, limited to 1,000 sq.ft. of production area	-	C	P	C	P	P	P	-	11
BANK, CREDIT UNION, or similar financial service	P	P	P	P	P	P	P	-	11
BANKING/TELLER MACHINES, automated	A	A	P	P	P	P	P	-	n/a
BANQUET HALL, DANCE HALL	-	-	C	C	C	C	P	-	6
BARBER SHOP, BEAUTY SALON, or similar grooming service	P	P	P	C	P	P	P	-	11
BED and BREAKFAST, accessory to a single-family dwelling	P	P	P	P	P	P	P	-	n/a
BEER: SALES	-	C	C	C	C	C	C	-	11

USE P: Permitted, C: Conditional, T: Temporary, A: Accessory, -: Not Permitted	C1	C1 .5	C2	C3 -1	C3 -2	C4	CR	OI	Parking Group No. (see Part XI)
BICYCLE: RENTAL, SALE or SERVICE	P	P	P	-	-	P	P	-	11
BICYCLE: CUSTOM MANUFACTURE	-	P	P	-	-	P	P	-	11
BILLIARD PARLOUR	-	-	C	C	P	C	P	-	6
BINGO PARLOUR	-	C	C	C	P	C	P	-	6
BOARDERS or ROOMERS, accessory to a dwelling unit, limited to a maximum of two (2) persons	P	P	P	P	P	P	P	-	n/a
BOAT: SALES, SERVICE	-	C	P	P	P	-	-	-	11
BOAT DOCKING/LAUNCHING, BOAT RENTAL, MARINA	C	C	C	C	C	C	C	-	n/a
BOOK: SALES	P	P	P	-	-	P	P	-	11
BOWLING ALLEY	-	C	P	P	P	P	P	-	10
BUILDING MATERIALS, HARDWARE, HOME IMPROVEMENT SUPPLIES or EQUIPMENT: SALES	-	C	P	P	P	P	P	-	11
BUS STATION	-	C	C	C	C	C	C	-	6
BUTCHER, with production area exceeding 1,000 sq.ft.	-	C	P	P	P	-	-	-	11
CABARET	-	-	C	C	C	C	P	-	6
CARE HOME, providing a minimum separation of 330 feet from similar care homes and 990 feet from a NEIGHBOURHOOD CARE HOME or NEIGHBOURHOOD REHABILITATION HOME	P	P	P	-	-	-	-	-	n/a
CARE HOME, NEIGHBOURHOOD, providing a minimum separation of 990 feet from a CARE HOME,	P	P	P	-	-	-	-	-	n/a

USE P: Permitted, C: Conditional, T: Temporary, A: Accessory, -: Not Permitted	C1	C1 .5	C2	C3 -1	C3 -2	C4	CR	OI	Parking Group No. (see Part XI)
NEIGHBOURHOOD CARE HOME or NEIGHBOURHOOD REHABILITATION HOME									
CARNIVAL, CIRCUS, FAIR, or similar event, limited to operation for not more than 14 days, not more than twice in any calendar year	-	T	T	T	T	T	T	-	n/a
CATERING, COMMISSARY	-	C	P	-	-	P	P	-	12
CHURCH, SYNAGOGUE, or similar place of religious worship	C	C	P	P	P	P	P	-	2
CLOTHING, including hats, shoes, other wearing apparel and accessories: ALTERATION, REPAIR, SALES	P	P	P	-	P	P	P	-	11
CLOTHING, including hats, shoes, other wearing apparel and accessories: MANUFACTURE, NEEDLE TRADES	-	C	C	-	-	-	-	-	12
CLUB, excluding licensed premises	C	C	P	P	P	P	P	-	6
CLUB, including licensed premises	-	-	C	C	C	C	P	-	6
COCKTAIL LOUNGE	-	C	C	C	C	P	P	-	6
COMMUNICATION EQUIPMENT, including satellite dishes and radio towers: RENTAL, SALE, SERVICE	-	C	P	P	P	-	-	-	11
CONTRACTORS' ESTABLISHMENT	-	C	P	C	P	-	-	-	12
CONVENIENCE STORE	-	C	C	C	C	C	P	-	11
CONVENT, MONASTERY, or similar place of religious	-	C	C	-	-	-	-	P	2

USE P: Permitted, C: Conditional, T: Temporary, A: Accessory, -: Not Permitted	C1	C1 .5	C2	C3 -1	C3 -2	C4	CR	OI	Parking Group No. (see Part XI)
retreat									
DATING and ESCORT SERVICE	-	-	-	C	C	C	C	-	11
DAY CARE CENTRE, for the children of customers, employees, or tenants on the same zoning lot	A	A	A	A	A	A	A	-	n/a
DAY CARE CENTRE	P	P	P	P	P	P	P	-	n/a
DEPARTMENT STORE, SUPERMARKET	-	-	P	C	C	P	P	-	11
DEPOT for DRYCLEANING, PRESSING, DYEING, LAUNDRY	P	P	P	-	-	P	P	-	11
DISPATCH for COURIER/DELIVERY/ EXPRESS SERVICE, CLEANING SERVICE, KEY AND LOCK SERVICE, SECURITY SERVICE, TAXI, or similar service, excluding terminal	-	C	P	C	C	P	P	-	9
DRESSMAKER, FURRIER, TAILOR	P	P	P	-	-	P	P	-	11
DRIVE-THROUGH FACILITY, excluding a drive- through restaurant or automobile washing	-	-	C	C	C	C	C	-	11
DRIVING SCHOOL	-	P	P	P	P	P	P	-	11
DRUG STORE	P	P	P	-	-	P	P	-	11
DRYCLEANING, PRESSING, DYEING, including accessory DEPOT, limited to non-inflammable, non-explosive solvents	-	P	P	C	P	P	P	-	11
DWELLING, MULTIPLE- FAMILY	C	C	C	-	-	-	-	-	1
DWELLING, SINGLE-	C	C	C	-	-	-	-	-	1

USE P: Permitted, C: Conditional, T: Temporary, A: Accessory, -: Not Permitted	C1	C1 .5	C2	C3 -1	C3 -2	C4	CR	OI	Parking Group No. (see Part XI)
FAMILY									
DWELLING, TWO-FAMILY	C	C	C	-	-	-	-	-	1
DWELLING UNIT for staff/family employed upon the premises, not more than one (1) in conjunction with a non-residential use	A	A	A	A	A	A	A	-	1
ELECTRONIC EQUIPMENT, including audio-video, communication, copying, data processing, security, and similar equipment, excluding satellite dishes and radio towers: RENTAL, SALE, SERVICE	P	P	P	-	-	P	P	-	11
ELECTRONIC EQUIPMENT, including audio-video, communication, copying, data processing, security, and similar equipment, excluding satellite dishes and radio towers: CUSTOM MANUFACTURE	-	P	P	-	-	P	P	-	11
EXTERMINATOR	-	C	P	P	P	-	-	-	11
FABRIC/YARN: SALES	P	P	P	-	-	P	P	-	11
FAMILY DAY CARE HOME, in a single-family dwelling	P	P	P	P	P	P	P	-	n/a
FARM SUPPLIES: SALES	-	C	P	C	P	-	-	-	11
FARMERS' MARKET limited to between April 1 and September 30	-	P	P	C	P	P	P	-	11
FLEA MARKET	-	C	P	P	P	P	P	-	11
FLORIST	P	P	P	-	-	P	P	-	11
FUEL: SALES kiosk	-	C	C	C	C	C	C	-	11
FUEL: SALES, key-lock station	-	-	-	P	-	-	-	-	11

USE P: Permitted, C: Conditional, T: Temporary, A: Accessory, -: Not Permitted	C1	C1 .5	C2	C3 -1	C3 -2	C4	CR	OI	Parking Group No. (see Part XI)
FUNERAL CHAPEL or PARLOUR, MORTUARY	-	C	C	C	-	-	-	-	6
FURNISHINGS, HOUSEHOLD or OFFICE, including carpet and furniture: SALES, RENTAL	-	C	P	C	P	P	P	-	11
GENERAL MERCHANDISE, RETAIL	-	C	P	-	-	P	P	-	11
GIFT STORE	P	P	P	-	-	P	P	-	11
GROCERY, CONFECTIONERY, including baked goods, candy, meats, soft drinks, or other specialities: SALES, including incidental food preparation	P	P	P	-	-	P	P	-	11
GROUP DAY CARE HOME	P	P	P	P	P	P	P	-	n/a
HARDWARE STORE	C	P	P	P	P	P	P	-	11
HOME OCCUPATION	See section: "Home Occupations"							-	n/a
HOSPITAL, or similar treatment centre	-	C	C	C	C	-	-	-	
HOTEL, including MOTEL, limited to guest rooms	-	C	P	P	P	P	P	-	7
HOTEL, including a beverage room or any conditional use	-	-	C	C	C	C	P	-	7
INSTITUTION	-	-	C	-	-	-	-	P	n/a
INSTITUTION, RESIDENTIAL, including nursing home, personal care home, or similar use	-	C	P	-	-	-	-	-	4
JEWELLER, WATCHMAKER, including custom manufacture	P	P	P	-	-	P	P	-	11
LABORATORY: MEDICAL, DENTAL or OPTICAL	-	P	P	-	-	P	P	-	11

USE P: Permitted, C: Conditional, T: Temporary, A: Accessory, -: Not Permitted	C1	C1 .5	C2	C3 -1	C3 -2	C4	CR	OI	Parking Group No. (see Part XI)
LANDSCAPE/GARDEN SUPPLIES: SALES, including outside display limited to packaged supplies, plants or trees	-	P	P	P	P	P	P	-	11
LANDSCAPE/GARDEN SUPPLIES: SALES, LANDSCAPE CONTRACTOR, production, including greenhouses or nursery, and sale of supplies, plants, trees and landscaping materials	-	-	-	P	P	-	-	-	11
LAUNDRY, LINEN SUPPLY/SERVICE, including accessory DEPOT	-	-	-	C	P	-	-	-	11
LAUNDRY, SELF-SERVICE	P	P	P	-	-	P	P	-	11
LIBRARY	P	P	P	-	-	P	P	-	5
LIQUOR: SALES	-	C	P	-	-	P	P	-	11
LUGGAGE: RENTAL, SALE, SERVICE	-	P	P	C	P	P	P	-	11
MACHINERY/HEAVY EQUIPMENT SUPPLIES AND PARTS: SALES, INSTALLATION, SERVICE	-	-	C	C	P	-	-	-	11
MAIL ORDER BUSINESS	P	P	P	-	-	P	P	-	9
MEDICAL, DENTAL, OPTICAL, COUNSELLING, or other health or therapeutic CLINIC	C	P	P	-	-	P	P	-	11
MEDICAL, DENTAL, OPTICAL or other PRECISION INSTRUMENTS, PROSTHETICS: RENTAL, SALE, SERVICE	-	P	P	P	P	P	P	-	11
MEDICAL, DENTAL, OPTICAL or other PRECISION	-	P	P	P	P	P	P	-	11

USE P: Permitted, C: Conditional, T: Temporary, A: Accessory, -: Not Permitted	C1	C1 .5	C2	C3 -1	C3 -2	C4	CR	OI	Parking Group No. (see Part XI)
INSTRUMENTS, PROSTHETICS: CUSTOM MANUFACTURE									
MOBILE HOME PARK	-	-	C	C	C	-	-	-	n/a
MOTORS or MACHINES, RECREATIONAL or UTILITY, including power toboggans, outboard motors, lawn mowers: RENTAL, SALE, SERVICE	-	-	C	P	P	-	-	-	11
MUSEUM, ART GALLERY	C	P	P	P	P	P	P	P	5
MUSICAL INSTRUMENTS: RENTAL, SALE, SERVICE, MUSIC INSTRUCTION	P	P	P	-	-	P	P	-	11
MUSICAL INSTRUMENTS: CUSTOM MANUFACTURE	-	P	P	-	-	P	P	-	11
NEIGHBOURHOOD REHABILITATION HOME, providing a minimum separation of 990 feet from a CARE HOME, a NEIGHBOURHOOD CARE HOME or NEIGHBOURHOOD REHABILITATION HOME	P	P	P	-	-	-	-	-	n/a
OFFICE, conversion of a dwelling listed on the Buildings Conservation List	P	P	P	P	P	P	P	P	9
OFFICE	P	P	P	C	P	P	P	P	9
OFFICE/SERVICE BUILDING, accessory to a mobile home park or a multiple-family dwelling	-	A	A	A	A	-	-	-	9
OUTSIDE DISPLAY	-	-	A	A	A	A	A	-	n/a
PARISH HALL, accessory to a place of religious worship	C	C	A	A	A	A	A	-	6
* PARK	C	C	C	C	C	C	C	C	n/a

USE P: Permitted, C: Conditional, T: Temporary, A: Accessory, -: Not Permitted	C1	C1 .5	C2	C3 -1	C3 -2	C4	CR	OI	Parking Group No. (see Part XI)
PARKING AREA, non-accessory	-	C	P	P	P	-	-	-	n/a
PARKING STRUCTURE, accessory	-	-	C	-	-	P	P	-	n/a
PARKING STRUCTURE, non-accessory	-	-	C	-	-	C	C	-	n/a
PAWNSHOP	-	-	C	-	-	C	P	-	11
PERSONAL SERVICE, not listed, not exceeding a floor area of 5,000 sq.ft., and not first listed as a conditional use in a less restrictive commercial district	C	C	-	-	-	-	-	-	11
PERSONAL SERVICE, not listed, not exceeding a floor area of 5,000 sq.ft.	-	-	C	-	-	-	-	-	11
PERSONAL SERVICE, not listed	-	-	-	-	-	C	C	-	11
PET SALES, PET SUPPLIES SALES, PET GROOMING	C	P	P	C	P	P	P	-	11
PHOTOGRAPHIC DEVELOPING/PRINTING	C	P	P	C	P	P	P	-	11
PRINTING, PHOTOCOPYING, or similar service	-	P	P	P	P	P	P	-	11
POST OFFICE, CARRIER DEPOT	P	P	P	P	P	P	P	-	8
PRIVATE HOME DAY CARE, in a dwelling unit with a ground-level entry	P	P	P	P	P	P	P	-	n/a
PUBLIC UTILITY or SERVICE, excluding garbage incineration, reduction, transfer, or landfill, sewage treatment, or a public works yard	C	C	P	P	P	P	P	-	12

USE P: Permitted, C: Conditional, T: Temporary, A: Accessory, -: Not Permitted	C1	C1 .5	C2	C3 -1	C3 -2	C4	CR	OI	Parking Group No. (see Part XI)
RACE TRACK	-	-	-	C	C	-	-	-	n/a
RADIO or TELEVISION STATION	-	C	P	P	P	P	P	-	12
RECREATION CENTRE, including indoor or outdoor courts, ranges, rinks, tracks, or similar sports or fitness facility	C	C	P	P	P	P	P	-	6
RECYCLING DEPOT for COLLECTION of MATERIALS, in conjunction with a Principal Use, provided all recyclable goods are stored entirely in an enclosed container constructed in compliance with a design endorsed by the Commissioner of Planning and Community Services	C	C	P	P	P	P	P	-	n/a
RECYCLING DEPOT for COLLECTION of MATERIALS, accessory to schools, community clubs, churches and public buildings and lands, provided all recyclable goods are stored entirely in an enclosed container constructed in compliance with a design endorsed by the Commissioner of Planning and Community Services	P	P	P	P	P	P	P	-	n/a
REDUCING SALON, HEALTH SPA, STEAM BATH, TANNING SALON, or other similar facility	-	P	P	C	P	P	P	-	11
RENTAL ESTABLISHMENT, including household, office, gardening or home improvement equipment, banquet or part supplies	-	-	P	P	P	-	-	-	12

USE P: Permitted, C: Conditional, T: Temporary, A: Accessory, -: Not Permitted	C1	C1 .5	C2	C3 -1	C3 -2	C4	CR	OI	Parking Group No. (see Part XI)
REPAIR, RESTORATION, REFINISHING, of household goods	-	P	P	-	-	-	-	-	11
RESTAURANT	C, maxi mum 1,500 sq.ft. of floor area	P	P	P	P	P	P	-	6
		maximum 2,500 sq.ft. of floor area							
RESTAURANT, exceeding a floor area of 2,500 sq.ft.	-	C	C	C	C	P	P	-	6
RESTAURANT, DRIVE-IN	-	-	C	C	C	C	C	-	11
RESTAURANT, DRIVE- THROUGH	-	-	C	C	C	C	C	-	11
RETAIL SALES, not listed, not exceeding a floor area of 5,000 sq.ft., and not first listed as a conditional use in a less restrictive commercial district	C	C	-	-	-	-	-	-	11
RETAIL SALES, not listed, not exceeding a floor area of 5,000 sq.ft.	-	-	C	-	-	-	-	-	11
RETAIL SALES, not listed	-	-	-	-	-	C	C	-	11
SECOND-HAND STORE	-	-	C	C	C	C	C	-	11
SHELTER HOUSE	P	P	P	-	P	-	-	-	n/a
SHOWROOM	-	A	A	A	A	A	A	-	n/a
SIGN, ADVERTISING	-	-	C	C	C	-	-	-	n/a
SIGNAGE: MANUFACTURE, RENTAL, SALES	-	C	P	P	P	-	-	-	11
SPORTING GOODS: RENTAL, SALES, SERVICE, TROPHY SALES, including incidental assembly and engraving	P	P	P	P	P	P	P	-	11

USE P: Permitted, C: Conditional, T: Temporary, A: Accessory, -: Not Permitted	C1	C1 .5	C2	C3 -1	C3 -2	C4	CR	OI	Parking Group No. (see Part XI)
STATIONERY SALES	P	P	P	-	-	P	P	-	11
STONE or MONUMENT: SALES, including incidental finishing	-	-	P	P	P	-	-	-	11
STORAGE COMPOUND for NEW AUTOMOBILES	-	-	-	C	P	-	-	-	n/a
STORAGE COMPOUND for BOATS, MOBILE HOMES, RECREATIONAL VEHICLES, TRAILERS, TRUCKS or BUSES	-	-	-	C	P	-	-	-	n/a
STUDIO, including dance, martial arts, music, photography, excluding radio, television, or motion picture	-	C	P	-	-	P	P	-	11
STUDIO, MOTION PICTURE	-	C	C	C	P	C	C	-	
SWIMMING POOL, PUBLIC	-	C	C	C	C	C	C	-	6
TATTOO PARLOUR	-	C	C	-	-	C	C	-	11
TAXIDERMIST	-	C	P	P	P	-	-	-	11
TERMINAL for HAULAGE, MOTOR FREIGHT STATION, excluding an intermodal terminal	-	-	-	C	C	-	-	-	
TERMINAL for COURIER/DELIVERY/ EXPRESS SERVICE, CLEANING SERVICE, KEY AND LOCK SERVICE, SECURITY SERVICE, TAXI, or similar service	-	-	C	C	P	-	-	-	
THEATRE, CINEMA, CONCERT HALL	-	C	P	C	C	P	P	-	6
THEATRE, DRIVE-IN	-	-	-	C	C	-	-	-	n/a
TIRE: RETREADING, including accessory SALES	-	-	-	C	C	-	-	-	11

USE P: Permitted, C: Conditional, T: Temporary, A: Accessory, -: Not Permitted	C1	C1 .5	C2	C3 -1	C3 -2	C4	CR	OI	Parking Group No. (see Part XI)
TIRE: SALES, SERVICE	-	C	P	P	P	P	P	-	11
TOY: SALES	P	P	P	-	-	P	P	-	11
TRADE SCHOOL, BUSINESS COLLEGE	-	C	P	C	C	P	P	-	3
TRUCK, TRAILER, RECREATIONAL VEHICLE or BUS, REPAIR	-	-	-	C	P	-	-	-	12
TRUCK, TRAILER, RECREATIONAL VEHICLE or BUS, RENTAL, SALES	-	-	-	P	P	-	-	-	11
TRUCK, TRAILER, RECREATIONAL VEHICLE or BUS, WASHING	-	-	-	P	P	-	-	-	11
UNIVERSITY, COLLEGE, TECHNICAL SCHOOL	-	C	P	C	C	P	P	-	3
*** UPHOLSTERING, custom draperies, blinds, shades	-	-	P	P	P	-	-	-	11
WAREHOUSING, COLD STORAGE, RENTAL STORAGE UNITS	-	-	-	C	C	-	-	-	12
WHOLESALE ESTABLISHMENT, including offices and showrooms	-	-	-	C	C	-	-	-	11
WOOD PRODUCTS: MANUFACTURE from finished wood, including a cabinet shop	-	C	P	P	P	-	-	-	12

720 BULK REGULATIONS FOR COMMERCIAL DISTRICTS

720 (1) For all uses except as listed in Section 721, the following bulk regulations shall apply:

	Min. Lot Area	Front Yard	Rear Yard	Interior Side Yd.	Corner Side Yd.	Max. Bldg. Ht.	Max. F.A.R.	Max. Lot Coverage
"C1"	n/a	20 ft.	25 ft.	0 ft.	0 ft.	30 ft.	1.0	60%
"C1.5" "O1"	n/a	0 ft.	25 ft.	0 ft.	0 ft.	45 ft.	2.0	60%
"C2"	n/a	0 ft.	25 ft.	0 ft.	0 ft.	45 ft.	3.0	n/a
"C3-1" "C3-2"	n/a	25 ft.	25 ft.	25 ft.	25 ft.	30 ft.	0.5	n/a
"C4"	n/a	(1)	(1)	(1)	(1)	n/a	5.0	25%
"CR"	n/a	(1)	(1)	(1)	(1)	n/a	5.0	30% ⁽²⁾

720 (2) FOOTNOTES

- 1 For principal buildings: 125 feet to any residential boundary or use,
50 feet to any other district boundary;
For gas kiosks: 50 feet.
- 2 Maximum lot coverage shall not apply in the case of St. Vital Shopping Centre and Polo Park Shopping Centre.

721 EXCEPTIONS

721 (1) For single and two-family dwellings, the bulk regulations of the "R1-4" district shall apply.

721 (2) For multiple-family dwellings, the following bulk regulations shall apply:

- in "C1" Districts - "RM-1" Bulk Regulation
- in "C1.5" Districts - "RM-2" Bulk Regulation
- in "C2" Districts - "RM-3" Bulk Regulation
- in "C4" Districts - "RM-4" Bulk Regulation

721 (3) For non-residential uses, where a side lot line in a Commercial District abuts a side lot line in an adjacent Agricultural or Residential District, the front yard requirement of the Agricultural or Residential District shall extend into the Commercial District for a distance of Fifty (50) feet from the district boundary, and a side yard of ten (10) feet in width shall be provided along the side lot line in the Commercial District. Such a side yard shall not be used for accessory off-street loading, storage of refuse, or materials, or processing of any kind.

- 721 (4) For non-residential uses, where a side lot line in a Commercial District abuts a rear lot line in an adjacent Agricultural or Residential District, a side yard of ten (10) feet shall be provided in the Commercial District along the said side lot line. Such a side yard shall not be used for accessory off-street loading, storage of refuse, or materials, or processing of any kind.
- 721 (5) Notwithstanding anything elsewhere contained in this By-law, in a Commercial District no sign, display or other advertising device shall be located in a yard that abuts a lot line in an Agricultural or Residential District and no sign shall be placed on a wall overlooking a special side or rear yard required by the provisions of this subsection.
- 721 (6) The following structures are exempt from the maximum height provisions of a Commercial District for all buildings:
- (a) radio, television and parabolic dish and other communications equipment;
 - (b) flagpoles, provided that no flagpole is used as a sign or attention-attracting device;
 - (c) elevator penthouses, water reservoirs and necessary mechanical appurtenances, provided that no structure may extend more than twenty (20) feet above the supporting roof;
 - (d) non-habitable penthouses, provided that such penthouses are used for no purpose other than the enclosure of tanks, elevators and necessary mechanical appurtenances, and further provided that the aggregate area of all penthouses shall not exceed thirty-three and one-third per cent (33 1/3%) of the area of the supporting roof;
 - (e) guard railings and parapets not exceeding five (5) feet when measured from the roof; and
 - (f) gables, cupolas, skylights and similar architectural features, provided that such architectural features shall not extend more than ten (10) feet above the roof.

722 GENERAL PROVISIONS

*BL 6880/96 (96 09 25) **

- 722 (1) * In any Commercial District, accessory storage shall be contained within a completely enclosed building, unless otherwise specified in the use table. In any Commercial District, an outdoor vehicle display area, where permitted, shall be developed and maintained in accordance with the provisions for development in Part II, Parking.
- 722 (2) When a lot in a Commercial District is to be occupied for a permitted use without a structure, the yards shall be provided and maintained, except that the side yards shall not be required on a lot which is used for horticultural purposes or for public recreational purposes.
- 722 (3) Yards and open spaces in all Commercial Districts shall comply with the following:
- (a) all portions of a lot, except those used for buildings, parking, loading and driving aisles and garbage disposal facility, shall be landscaped or surfaced with paving blocks, bricks, sod, or other decorative surfacing material and shall be properly maintained to the satisfaction of the director;

- (b) notwithstanding aforesaid clause (a), yards and open spaces abutting an adjacent Commercial or Industrial District may be surfaced with asphalt or concrete; and
- (c) yards and voluntary open spaces shall not be used for accessory off-street loading, storage of materials, or processing of any kind.

722 (4) Notwithstanding anything elsewhere contained in this By-law, in the "C4" and "CR" zoning districts a landscaped strip of a minimum depth of ten (10) feet shall be established and maintained adjacent to every public street.

723 GENERAL REGULATIONS IN THE "OI" DISTRICT

*B/L 8162/02 (12 11 02) **

723 (1) Notwithstanding anything elsewhere contained in this By-law, uses in the "OI" District are subject to the approval by Council of plans which shall show the following:

- (a) the location of each existing and each proposed building and structure, the use or uses to be contained therein, the number of storeys, gross floor area, and approximate location of entrances and loading points thereof;
- (b) the location of all outside facilities for waste disposal;
- (c) all curb cuts, driving lanes, parking areas, loading areas, public transportation points, and illumination facilities for the same;
- (d) all pedestrian walks, malls and open areas for use by tenants or members of the public;
- (e) the location and height of all walls, fences and screen planting;
- (f) the location, size, height and orientation of all signs other than signs flat on building facades;
- (g) the types of surfacing, such as paving, turfing or gravel, to be used at the various locations;
- (h) the location of fire hydrants;
- (i) typical floor plans and elevations of proposed buildings and structures.

723 (2) * Upon approval by Council, a certified copy of the plan shall be deposited with the Director and such plan shall be binding upon the applicants, their successors and assigns, and shall limit and control the issuance and validity of all permits and shall restrict and limit the construction, location, use and operation of all land, buildings and structures included within such plan to all conditions and limitations set forth in such plan; provided, however, that upon application and approval of the Director, based only upon a showing of engineering necessity therefor, minor changes in the location of structures and buildings may be permitted if such minor changes will not cause any of the following circumstances to occur:

- (a) a change in the character of the development;
- (b) an increase in the ratio of the total gross floor area to the total site area;
- (c) an increase in the intensity of use;
- (d) a reduction in the originally approved separations between buildings;

- (e) an increase of the problems of circulation, safety and utilities;
- (f) an increase of the external effects on adjacent property;
- (g) a reduction in the originally approved setbacks from property lines;
- (h) an increase in ground coverage by structures or buildings;
- (i) a reduction in the ratio of off-street parking and loading space to gross floor area in buildings;
- (j) a change in the subject, size, lighting, flashing, animation or orientation of originally approved signs.

724 ACCESSORY STRUCTURES

724 (1) Bulk regulations regarding accessory structures shall be the same as for the principal use, excepting those structures listed in Section 724 and 725.

724 (2) FENCES

- (a) Fences and similar structures or hedges shall not include electric fences or barbed wire fences, shall be permitted in all yards, but shall be limited in height as follows:
 - (i) in a required front yard: 4 feet,
 - (ii) in a required side yard: 6.5 feet,
 - (iii) in a required rear yard: 6.5 feet.
- (b) Notwithstanding the above, the maximum height of any fence other than a chain link fence located on a school site shall be ten (10) feet.

725 PERMITTED PROJECTIONS AND OBSTRUCTIONS INTO REQUIRED YARDS

*B/L 6880/96 (96 09 25) * B/L 6660/95 (95 07 12) ***

725 (1) SINGLE-FAMILY AND TWO-FAMILY DWELLINGS

- (a) Regulations regarding permitted projections and obstructions into required yards for single-family and two-family dwellings shall be the same as those in "R1" and "R2" zoning districts, respectively.

725 (2) MULTIPLE-FAMILY DWELLINGS

- (a) Regulations regarding permitted projections and obstructions into required yards for multiple-family dwellings shall be the same as those in "RM" Multiple-Family Districts.

725 (3) PERMITTED PROJECTIONS AND OBSTRUCTIONS INTO REQUIRED FRONT YARDS

- (a) **Open terraces, landings and steps** not exceeding four (4) feet in height;
- (b) **Chimneys, fireplaces, air conditioning units and bay windows** to a maximum depth of five (5) feet;

- (c) ***Alcoves, vestibules** and similar projections to a maximum depth of five (5) feet, providing the maximum floor area in any yard shall be fifty (50) sq. feet and they are located on the first floor level only;
- (d) **Wing wall, marquee, porte cochere, overhanging eaves, canopies and awnings**, including their supporting structures, to a maximum depth of five (5) feet;
- (e) **Uncovered walks, driveways, wheelchair ramps, trellises, flag poles, lighting fixtures, lamp posts** and similar features;
- (f) **Trees, shrubs** and similar horticultural landscape features, providing that, when they are placed in such a manner as to produce a fence effect, the height limitation for fences shall apply;
- (g) **Permitted signs** provided they are located not closer than five (5) feet to any lot line;
- (h) **Public utility transformers** and pedestals.

725 (4)

PERMITTED PROJECTIONS AND OBSTRUCTIONS INTO REQUIRED SIDE YARDS

- (a) **Open terraces, landings and steps** not exceeding four (4) feet in height;
- (b) **Chimneys, fireplaces, air conditioning units and bay windows** to a maximum depth of four (4) inches per foot of yard, but not exceeding two (2) feet;
- (c) **Alcoves, vestibules** and similar projections to a maximum depth of four (4) inches per foot of yard, but not exceeding two (2) feet, providing the maximum floor area in any yard shall be twenty (20) feet and they are located on the first floor level only;
- (d) **Wing wall, marquee, porte cochere, overhanging eaves, canopies and awnings**, including their supporting structures, to a maximum depth of two (2) feet, excepting in a "C4" Shopping Centre District where a canopy, marquee or awning may project no closer than three (3) feet to a side lot line;
- (e) **Uncovered walks, driveways, wheelchair ramps, trellises, flag poles, lighting fixtures, lamp posts** and similar features;
- (f) **Trees, shrubs** and similar horticultural landscape features, providing that, when they are placed in such a manner as to produce a fence effect, the height limitation for fences shall apply;
- (g) **Permitted signs** provided they are located not closer than five (5) feet to any lot line;
- (h) **Public utility transformers** and pedestals;
- (i) **Unenclosed fire escape** to a maximum depth of two (2) feet;
- (j) **Garbage enclosure** provided it is not located closer to the front lot line than the front wall of the principal building and provided it is not prohibited under Exceptions to Bulk.

725 (5)

PERMITTED PROJECTIONS AND OBSTRUCTIONS INTO REQUIRED REAR YARDS

- (a) **Open terraces, landings and steps** not exceeding four (4) feet in height to a maximum depth of five (5) feet;
- (b) **Chimneys, fireplaces, air conditioning units and bay windows** to a maximum depth of five (5) feet;
- (c) * **Alcoves, vestibules** and similar projections to a maximum depth of five (5) feet, providing the maximum floor area in any yard shall be fifty (50) sq. feet and they are located on the first floor level only;
- (d) **Wing wall, marquee, porte cochere, overhanging eaves, canopies and awnings**, including their supporting structures, to a maximum depth of five (5) feet;
- (e) **Uncovered walks, driveways, wheelchair ramps, trellises, flag poles, lighting fixtures, lamp posts** and similar features;
- (f) **Trees, shrubs** and similar horticultural landscape features, providing that, when they are placed in such a manner as to produce a fence effect, the height limitation for fences shall apply;
- (g) **Permitted signs** provided they are located not closer than five (5) feet to any lot line;
- (h) **Public utility transformers** and pedestals;
- (i) **Electrical service equipment, garbage enclosure or storage shed** not exceeding thirteen (13) feet in height;
- (j) ** **Open parking**;
- (k) ** **Garbage enclosure, loading area, vehicle display area and queuing spaces**, except where the rear yard abuts a residential district.

SCHEDULE F
ENCUMBRANCES AGAINST TITLE

BY-LAW No. 17290

A By-law of the City of Winnipeg to provide for the extension of Wolever Avenue from the first lane west of Strathcona Street to Centre Street, and the closing of portions of streets and lanes in the area bounded by Centre Street, C.P.R. Right-of-way, St. Matthews and Riddle Avenues, and to change the name of a portion of Rapelje Avenue to Wolever Avenue.

WHEREAS it is expedient and in the public interest that Wolever Avenue be extended from the first lane west of Strathcona Street to Centre Street as hereinafter provided, and that a portion of Rapelje Avenue be re-named "Wolever Avenue";

AND WHEREAS certain portions of streets and lanes in the block bounded by Centre Street, C.P.R. Right-of-way, St. Matthews and Riddle Avenues, are no longer required for highway purposes, and it is expedient that the said portions of streets and lanes be closed;

NOW THEREFORE THE MUNICIPAL COUNCIL of the City of Winnipeg, in Council assembled, enacts as follows:

1. Wolever Avenue is extended from the first lane west of Strathcona Street to Centre Street by taking therefor the following described land, viz:

In the City of Winnipeg, in the Province of Manitoba, being in accordance with the Special Survey of said City and being FIRSTLY: all those portions of Lots Ninety, One Hundred and Twenty-one, One Hundred and Thirty-two, and One Hundred and Sixty-three, which lots are shown on a plan of survey of part of Lot Forty-two of the Parish of Saint James, filed in the Winnipeg Land Titles Office as No. 153, and all those portions of Lots One to Three, both inclusive, and of Lots Forty-nine and Fifty, which lots are shown in Block Three on a plan of survey of part of Lot Forty-four of said Parish, registered in the said Office as No. 1170, shown colored pink on a plan attached hereto and prepared by James Henry Phillips, Manitoba Land Surveyor, and dated June tenth, Nineteen Hundred and Fifty-four; SECONDLY: all those portions of Lots Forty-three, Forty-four and Forty-five of said Parish shown colored pink on the plan attached hereto.

part of desc.
duplicated in 10-13-54
in 2004 desc.
J.H.P.
1/8

2. Those portions of the first public lane west of Sanford Street between St. Matthews Avenue and Riddle Avenue, that portion of the public lane in the block bounded by St. Matthews Avenue, Rapelje Avenue, Dundas Street and Centre Street, and those portions of Dundas Street, Sanford Street, and Wollever Avenue, in the area bounded by Centre Street, the right-of-way of the Canadian Pacific Railway Company (Pembina Mountain Branch), St. Matthews and Riddle Avenues, hereinafter described, viz:

In the City of Winnipeg, in the Province of Manitoba, being in accordance with the Special Survey of said City, and being: FIRSTLY: all that portion of Dundas Street as said street is shown on a plan of survey of part of Lot Forty-two of the Parish of Saint James, registered in the Winnipeg Land Titles Office as No. 153, and all the public lane twelve feet wide lying to the north of and adjoining Lots One to Nine, both inclusive, (formerly Lots Eighty-five and One Hundred and Twenty-six, Plan 153) which lots are shown on a plan of survey of part of said Lot Forty-two, registered in the said office as No. 291, shown colored green on a plan attached hereto and prepared by James Henry Phillips, Manitoba Land Surveyor and dated June tenth, Nineteen Hundred and Fifty-four; SECONDLY: All those portions of Sanford Street (formerly Windsor Street) and Wollever Avenue, as same are shown on a plan of survey of part of Lot Forty-four of said Parish registered in the said Office as No. 1170, and all those portions of the public lanes sixteen feet wide shown in Blocks Two and Three on said Plan No. 1170, shown colored green on the said attached plan;

are hereby closed.

3. Pursuant to Section 496 of the Winnipeg Charter, 1940, it is hereby determined that no person or class of persons shall be regarded as being injuriously affected by the closing of the said portions of streets and lanes.

4. That portion of Rapelje Avenue from Centre Street to St. James Street, is hereby re-named "Wollever Avenue".

5. The proper officers of the City are hereby authorized to do all things necessary to acquire the land required for the extension of Wolever Avenue as aforesaid, and to close the portions of streets and lanes referred to in paragraph 2 hereof, and whatsoever they or the said Committee may have done heretofore in that regard is hereby ratified and confirmed.

DONE AND PASSED in Council assembled
this 19th day of July A.D. 1954.

(Seal)

(Sgd.) *Garret Boulter*
Mayor.

(Sgd.) *M. L. Gardner*
City Clerk.

Certified as to form:

G. S. D. Bond, L.
City Solicitor.

City Clerk's Office
Sept 27/54
CERTIFIED TRUE COPY
M. L. Gardner
City Clerk

By-law 17290

5 Oct 54

City of Winnipeg

Opens Wolaver Ave
on part. See Plan 5944

- Lots - Plan 153
- 90 - 432392 ✓
- 163 - 767582 ✓

Opens Wolaver Ave
on part & closes Dundas St
affects within land. See Plan 5944

- Lot - Plan 153
- 121 - 425560 ✓
- 132 - 767582 ✓

Closes Dundas St affects
within land. See Plan 5944

- Lot - Plan 153
- 122 - 410955 ✓
- 123 - 534916 ✓
- 124 - 586162 ✓
- 127 - 425560 ✓
- 128 - 425560 ✓
- 129 - 425560 ✓
- 130 - 371509 ✓
- 131 - 425560 ✓

Closes Dundas St & lane affects
within land. See Plan 5944

- Lot - Plan 153
- 125 - 548619 ✓
- Lot - Plan 291
- 9 - 484694 ✓

Closes lane affects
within land. See Plan 5944

- Lot - Plan 153
- 86 - 524886 ✓

- Lots - Plan 291
- 1 - 484694 ✓
- 2 - " ✓
- 3 - " ✓
- 4 - " ✓
- 5 - " ✓
- 6 - " ✓
- 7 - " ✓
- 8 - 484694 ✓

Opens Wolaver Ave. on part
& closes lane & part Wolaver Ave
Plan 1170 affects within land
See Plan 5944

- Parish Lot St. James
- 43 - 522697 ✓

Opens Wolaver Ave on part
See Plan 5944

- Parish Lot St. James
- 45 - 81906 ✓

By-law 17290 on part of Plan 374, in parish lot 44 St. James (0.25)
opens Wolaver Ave.

* Plan Dundas St closed in R.L. 42 St. James Plan 153 (0.25) ✓
 Plan of Lane in Plan 291, 385 42 St. James } (0.25) ✓
 Plan and adj. lots 169 Plan 291 }

Block 3 - Plan 1170
 Opens Wolever Ave on part
 of all. See Plan 5944

1. 463200 ✓
 Opens Wolever Ave on part
 of closes Sanford St affects
 within land. See Plan 5944

Lot - Block 3 - Plan 1170
 2. 463200 ✓

Opens Wolever Ave on part,
 closes Sanford St & lane, affects
 within land. See Plan 5944

Lot - Block 3 - Plan 1170
 3. 463200 ✓

Closes Sanford St & lane affects
 within land. See Plan 5944

Lots - Block 3 - Plan 1170

4. 463200 ✓	18. 444496 ✓
5. 524909 ✓	19. 495393 ✓
6. 324404 ✓	20. " ✓
7. 432434 ✓	21. " ✓
8. " ✓	22. " ✓
9. " ✓	23. 495393 ✓
10. 432434 ✓	24. 444496 ✓
11. 516735 ✓	25. " ✓
12. 514735 ✓	26. " ✓
13. 425396 ✓	27. " ✓
14. " ✓	28. 444496 ✓
15. " ✓	29. 463200 ✓
16. 425396 ✓	30. " ✓
17. 444496 ✓	31. 463200 ✓

Closes lane affects
 within land. See Plan 5944

Lots - Block 3 - Plan 1170

32. 469659 ✓	41. 335524 ✓
33. " ✓	42. " ✓
34. 469659 ✓	43. 335524 ✓
35. 444496 ✓	44. 570478 ✓
36. " ✓	45. 432434 ✓
37. 444496 ✓	46. " ✓
38. 432434 ✓	47. " ✓
39. " ✓	48. 432434 ✓
40. 432434 ✓	

Opens Wolever Ave.
 on part. See Plan 5944

Lot - Block 3 - Plan 1170
 49. 373579 ✓

Closes Sanford St affects
 within land. See Plan 5944

Lots - Block 3 - Plan 1170

50. 373579 ✓	61. 469659 ✓	71. 461565 ✓
51. 375007 ✓	62. 444496 ✓	72. 457201 ✓
52. 375007 ✓	63. 790151 ✓	73. 457201 ✓
53. 785918 ✓	64. 524424 ✓	74. 477141 ✓
54. " ✓	65. 524424 ✓	75. 477141 ✓
55. " ✓	66. 524424 ✓	76. 461565 ✓
56. 795918 ✓	67. " ✓	77. " ✓
57. 461565 ✓	68. " ✓	78. " ✓
58. " ✓	69. 552467 ✓	79. 761565 ✓
59. " ✓	70. 461565 ✓	
60. 461565 ✓		

Lot - Block 2 - Plan 1170
 Closes Sanford St & lane
 affects within land See Plan 5944

1	422613	✓	24	359572	✓
2	"	✓	25	"	✓
3	"	✓	26	"	✓
4	"	✓	27	"	✓
5	"	✓	28	"	✓
6	422613	✓	29	"	✓
7	388693	✓	30	"	✓
8	"	✓	31	"	✓
9	"	✓	32	"	✓
10	"	✓	33	"	✓
11	"	✓	34	"	✓
12	"	✓	35	"	✓
13	388693	✓	36	"	✓
14	359572	✓	37	"	✓
15	"	✓	38	"	✓
16	"	✓	39	"	✓
17	"	✓	40	"	✓
18	"	✓	41	"	✓
19	"	✓	42	"	✓
20	"	✓	43	359572	✓
21	"	✓			
22	359572	✓			

Closes lane, Sanford St & part
 of Wolaver Ave. affects within
 land. See Plan 5944.

Lot - Block 2 - Plan 1170
 44 - 359572 * ✓

Closes Sanford St affects
 within land. See Plan 5944.

Lots - Block 2 - Plan 1170

45	425396	✓	46	359573	✓
46	"	✓	47	"	✓
47	"	✓	48	"	✓
48	"	✓	49	"	✓
49	"	✓	50	"	✓
50	"	✓	51	"	✓
51	"	✓	52	"	✓
52	"	✓	53	"	✓
53	425396	✓	54	"	✓
54	496393	✓	55	"	✓
55	"	✓	56	"	✓
56	496393	✓	57	359573	✓
57	359573	✓	58	"	✓
58	"	✓	59	"	✓
59	"	✓	60	"	✓
60	"	✓	61	"	✓
61	"	✓	62	"	✓
62	"	✓	63	"	✓
63	"	✓	64	"	✓
64	"	✓	65	359573	✓
65	359573	✓	66	"	✓
			67	359573	✓

Closes Sanford St & part
 of Wolaver Ave. affects within
 land. See Plan 5944.

Lot - Block 2 - Plan 1170
 68 - 359573 ✓

Sanford St. Wolaver Ave & lanes closed
 in B/LKS 2-3-DES 44 St James Plan 1170. E.O. 2016.

Ordinance No. 12679

A By-law of the City of Winnipeg to widen Express Street between St. Matthews and Kapelje Avenues, and to extend Express Street from Kapelje Avenue to Portage Avenue.

THE MUNICIPAL COUNCIL of the City of Winnipeg,
in Council assembled, enacts as follows:

1. Express Street, between St. Matthews and Kapelje Avenues, is hereby widened by taking and using therefor the lands described as follows:

In the City of Winnipeg in the Province of Manitoba being in accordance with the Special Survey of said City and being FIRSTLY: all those portions of lots One hundred and Fifty to One hundred and Fifty-nine both inclusive which lots are shown on a plan of survey of part of Lot forty-two of the Parish of Saint James registered in the Winnipeg Land Titles Office as No. 153 lying to the east of a straight line drawn from a point in the Southern limit of St. Matthews Avenue (formerly Livinia Avenue) as said Avenue is shown coloured pink on a plan filed in the said Office as No. 1720 distant westerly thereon thirty-five feet from the western limit of Express Street as said street is shown on said Special Survey to a point in the Southern limit of said Lot One Hundred and Fifty-nine perpendicularly distant westerly forty-five feet from the western limit of said Express Street excepting out of said Lot One Hundred and Fifty all that portion taken for said St. Matthews Avenue and shown coloured pink on said plan No. 1720; SECONDLY: the most westerly forty-five feet in perpendicular depth of lots One Hundred and Sixty to One Hundred and Sixty-eight both inclusive which lots are shown on said Plan No. 153 excepting out of said Lot One Hundred and Sixty-three all that portion taken for Wolever Avenue extension and coloured pink on a plan filed in the said Office as No. 5044.

2. Express Street is hereby extended from Kapelje Avenue to Portage Avenue by opening as a public street and taking and using therefor the lands described

as follows:

On the City of Winnipeg in the Province of Manitoba being in accordance with the Special Survey of said City and being Block 111: all that portion of the most Easterly eighty feet in width of Lot Forty-two of the Parish of Saint James lying between the Southern limit of Chapelje Avenue and its straight production Easterly and the Northern limit of Portage Avenue as said Avenues are shown on said Special Survey; Block 111: all that portion of the balance of said Lot Forty-two lying to the South of the Southern limit of said Chapelje Avenue and its straight production Easterly and to the North-East of a straight line drawn from a point in the said Southern limit distant Easterly thereon one hundred and thirty feet from the Eastern limit of said Lot Forty-two to a point in the Eastern limit of the land firstly above described distant Southerly thereon three hundred feet from the said Southern limit or its straight production Easterly; Block 111: all that portion of Lot Forty-three of said Parish lying to the North of the said Northern limit of Portage Avenue and to the South-East of a circular curve of radius one hundred feet the centre of which lies to the North-East and to which the said Northern limit and the Western limit of said Lot Forty-three are both tangent.

3. The proper officers of the City are hereby authorized and instructed to do all things necessary to acquire the land for the said widening and extension of Express Street, and for the purpose of ^{marking} ~~making~~, defining, grading, or *MSH* otherwise constructing a roadway over and upon the lands described in sections 1 and 2 of this by-law, and whatever they may have done heretofore in that behalf is hereby ratified and confirmed.

4. The cost of the said street widening and the said street extension shall be borne by the City at large.

DONE AND PASSED, in Council assembled, this 3rd day of July A. D. 1956.

(Sgd.) G. E. Sharpe

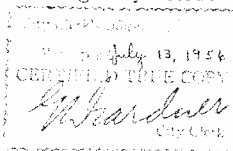
Mayor.

(Sgd.) J. B. Kinneear

Acting City Clerk.

Certified as to form:

J. P. Ross
City Solicitor.



By-law No 17879

10th August 1956

on part for widening &

extending Express St.

at 10.33 A. M.

City of Winnipeg C 3 9 3 5 4

See Plan No. 6335

Lots

DGS Lot 42 St James Plan No. 153

part of Bal 150	-	571930	✓
part 151	-		
part 152	-	369479	✓ X
part 153 to 156	-	451960	✓
part 157	-	469614	✓
part 158	-	377771	✓ X
part 159	-	847010	✓
E 45' - 160	-	379830	✓
E 45' - 161	-	785153, 777847 & 58915	✓
" 162	-	453964	✓
" of Pa 163	-	767532	✓ X
" 164 & 165	-	453964	✓
" 166	-	784640	✓
" 167	-	461564	✓
" 168	-	516577	✓

part of River Lot 42 Parish of St James
for Extension of Express St. ----- 834332 ✓ X

part of River Lot 43 Parish of St James
for Extension of Express St. ----- 44436 ✓

X checked by [Signature]

Act 83-49536

DISTRICT OF WINNIPEG

son in the un-mentioned land

TRUCK LIMITED
TRUCK LIMITED
TRUCK LIMITED
TRUCK LIMITED

TRUCK LIMITED
TRUCK LIMITED
TRUCK LIMITED
TRUCK LIMITED

ending in the Register in the

and I do forbid the
of the said estate or interest.

ST AVE LRG MAN

in thousand nine hundred

11.

TRUCK LIMITED

NOTICE TO REGISTER

The Real Property Act

I, **DAVE KELLS**
of the **CITY** of **WINNIPEG**
in the Province of Manitoba,
do hereby swear and say as follows:

1. I am the **VICE-PRESIDENT + AGENT** within named Caveator.
2. I believe that **TRUCK LIMITED** is a good and valid claim upon the said land and I say that this Caveat is not being filed for the purpose of delaying or obstructing any person interested in or proposing to deal therewith.
3. The allegations in the within Caveat are true in substance and in fact.

SWORN before me at the **CITY**
of **WINNIPEG**
in the Province of Manitoba,
this **5th** day of **July**
A.D. 19 **83**

[Signature]
VICE-PRESIDENT
+ GENERAL MANAGER

[Signature]
A *[Signature]* for and for the Province of Manitoba.
[Signature]

83 49530

THE REAL PROPERTY ACT

Caveat Forbidding
Registration

ORIGINAL TITLE No.

LAND TITLE OFFICE
WINNIPEG, MAN
JUL 5 1983
10

*CLAUDE NEON LTD
1655 Brandon Ave
Winnipeg, Man. R2M 1K5*

83 49530
JUN 29 1983
[Signature]
16924

Display Lease Renewal Agreement

W. WINNENDEL (604)
11542-06
11542-00

30 November 81

Claude Neon

Handwritten signature and address for Claude Neon

115 Bannatyne Avenue
Winnipeg
Manitoba

IMPERIAL TOBACCO PRODUCTS
P.O. Box 6500
Montreal
Quebec

11542-00 1 March 78

1. RECITALS
2. TERM
3. RENEWAL
4. RENT
5. SECURITY
6. ASSIGNMENT
7. TERMINATION
8. ENTIRE AGREEMENT
9. SEVERABILITY
10. FORCE MAJEURE
11. WAIVER
12. NOTICE
13. BINDING
14. COUNTERPARTS
15. SIGNATURES

Four Hundred and Forty-Nine Dollars - 18/100

1. RECITALS: This Agreement is made this 1st day of March 1978 between the undersigned parties...

2. TERM: This Agreement shall be in full force and effect from the date hereof until the expiration of the term...

3. RENEWAL: This Agreement shall be renewed for successive terms of one (1) year unless terminated in writing...

4. RENT: The rent for the display space shall be \$449.18 per month, payable in advance on the 1st day of each month...

5. SECURITY: The lessee shall provide a security deposit of \$1,000.00 to the lessor at the time of signing...

6. ASSIGNMENT: The lessee shall not assign or sublease the premises without the prior written consent of the lessor...

7. TERMINATION: This Agreement shall terminate if the lessee fails to pay the rent for two consecutive months...

8. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements...

9. SEVERABILITY: If any provision of this Agreement is held to be unenforceable, the remainder of the Agreement shall survive...

10. FORCE MAJEURE: If performance of this Agreement is prevented by fire, flood, war, or other force majeure, the parties agree to negotiate in good faith...

11. WAIVER: The failure of either party to insist on strict performance of any provision of this Agreement shall not constitute a waiver...

12. NOTICE: All notices shall be in writing and shall be deemed to have been given if delivered to the party to whom notice is given...

13. BINDING: This Agreement shall be binding upon the heirs, assigns, and legal representatives of the parties hereto...

14. COUNTERPARTS: This Agreement may be executed in counterparts, each of which shall be deemed to be an original copy...

1. The advertiser has the privilege of withdrawing this agreement, at any time, by giving written notice to the advertiser, at least 30 days in advance of the date of the withdrawal. The advertiser shall be responsible for the cost of the withdrawal.

2. The advertiser shall be responsible for the cost of the withdrawal.

3. The advertiser shall be responsible for the cost of the withdrawal.

4. The advertiser shall be responsible for the cost of the withdrawal.

5. The advertiser shall be responsible for the cost of the withdrawal.

6. The advertiser shall be responsible for the cost of the withdrawal.

7. The advertiser shall be responsible for the cost of the withdrawal.

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13. The advertiser shall be responsible for the cost of the withdrawal.

14. The advertiser shall be responsible for the cost of the withdrawal.

15. The advertiser shall be responsible for the cost of the withdrawal.

16. The advertiser shall be responsible for the cost of the withdrawal.

17. The advertiser shall be responsible for the cost of the withdrawal.

18. The advertiser shall be responsible for the cost of the withdrawal.

19. The advertiser shall be responsible for the cost of the withdrawal.

20. The advertiser shall be responsible for the cost of the withdrawal.

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3. The advertiser shall be responsible for the cost of the withdrawal.

4. The advertiser shall be responsible for the cost of the withdrawal.

5. The advertiser shall be responsible for the cost of the withdrawal.

6. The advertiser shall be responsible for the cost of the withdrawal.

7. The advertiser shall be responsible for the cost of the withdrawal.

8. The advertiser shall be responsible for the cost of the withdrawal.

9. The advertiser shall be responsible for the cost of the withdrawal.

10. The advertiser shall be responsible for the cost of the withdrawal.

11. The advertiser has the privilege of withdrawing this agreement, at any time, by giving written notice to the advertiser, at least 30 days in advance of the date of the withdrawal. The advertiser shall be responsible for the cost of the withdrawal.

12. The advertiser shall be responsible for the cost of the withdrawal.

13. The advertiser shall be responsible for the cost of the withdrawal.

14. The advertiser shall be responsible for the cost of the withdrawal.

15. The advertiser shall be responsible for the cost of the withdrawal.

16. The advertiser shall be responsible for the cost of the withdrawal.

17. The advertiser shall be responsible for the cost of the withdrawal.

18. The advertiser shall be responsible for the cost of the withdrawal.

19. The advertiser shall be responsible for the cost of the withdrawal.

20. The advertiser shall be responsible for the cost of the withdrawal.

AUTHORIZATION FOR THE PRE AUTHORIZED PAYMENT PLAN
CLAUSE NEON LIMITED is hereby notified and authorized to draw payments monthly under the Authorized Payment Plan, such payments to be charged against my bank account as shown below, for the purpose of making rental payments to CLAUSE NEON LIMITED in accordance with the terms and conditions of the Display Lease Renewal Agreement between CLAUSE NEON LIMITED and the above LESSEE.

Name of Bank: _____
Bank Branch Address: _____
City: _____ Province: _____ Postal Code: _____
Type of Account (check one):
Savings Personal Chequing Current Account Number: _____

Please attach this specimen cheque marked "void".

This Pre Authorized Payment Plan may be discontinued upon 30 days written notice to CLAUSE NEON LIMITED by myself. Except as provided above, this Plan shall not restrict any rights and privileges contained in this contract.

Signature of Signing Officer as shown in Bank Records for the account mentioned above: _____
Date: _____
Authorized Signing Officer for Lessee: _____
Authorized Signing Officer for Lessee: _____

1430 Marjorie Rd.

SCHEDULE G
PHOTOGRAPHS OF
1430 MAROONS ROAD







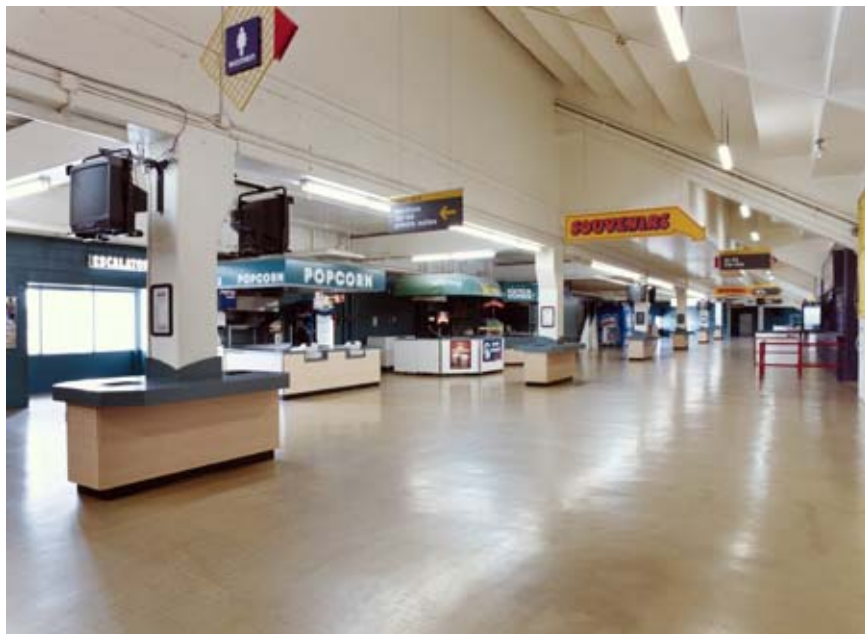


INTERIOR PHOTOGRAPHS

1430 MAROONS ROAD













SCHEDULE H
ILLUSTRATIVE DRAWINGS OF
BUILDING FLOOR PLANS

Winnipeg Arena

Concourse level

Figure 2:

2nd Floor

Concourse Level

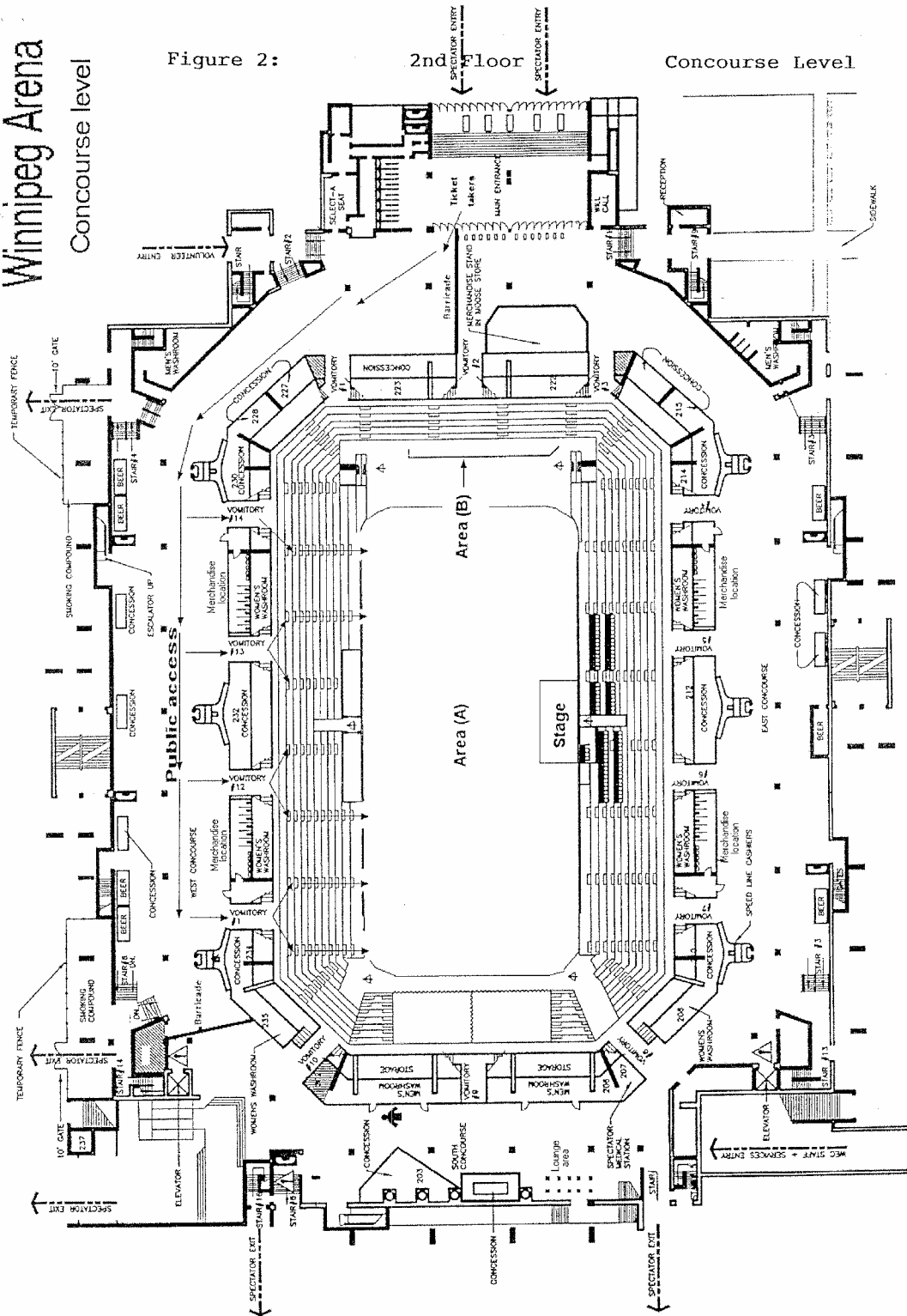


Figure 3: 3rd Floor Restaurant & Offices

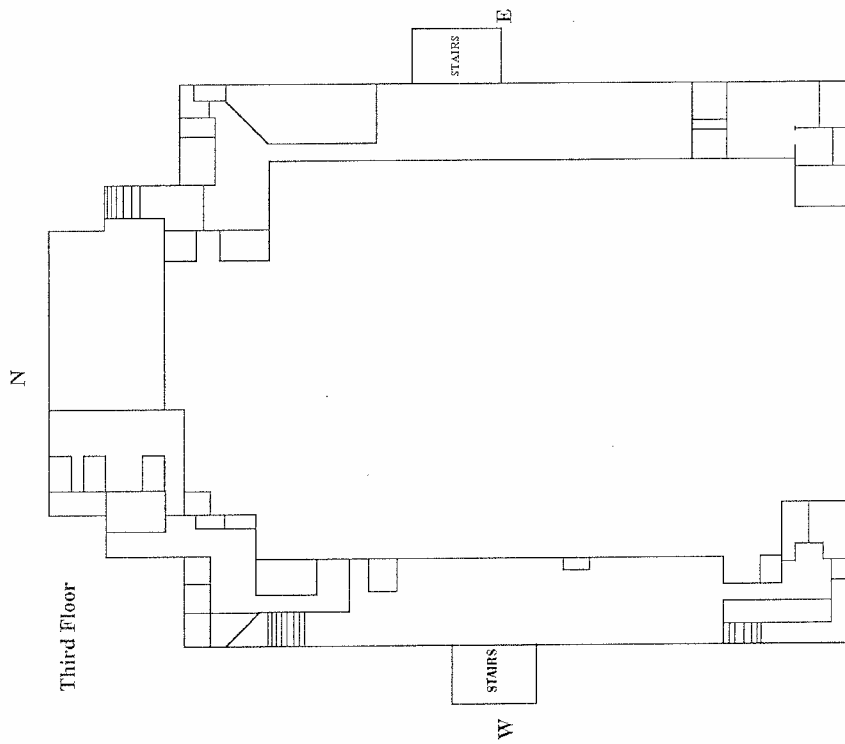


Figure 4: 4th Floor Concourse Area

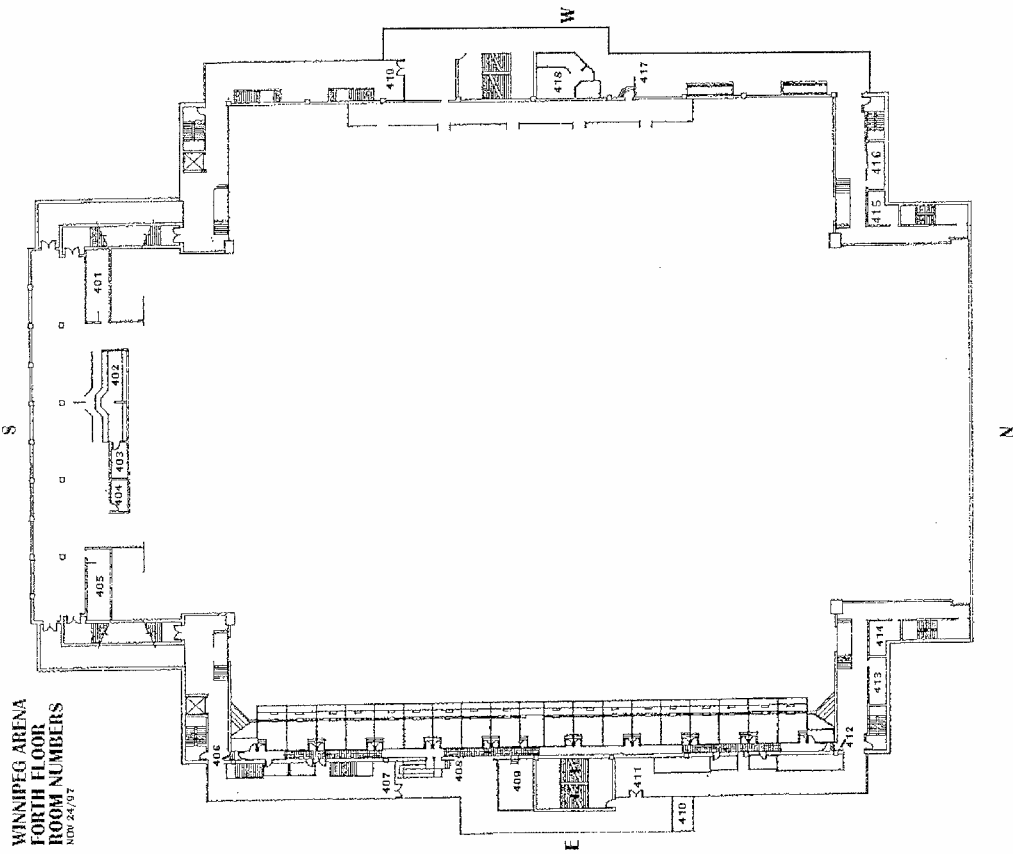
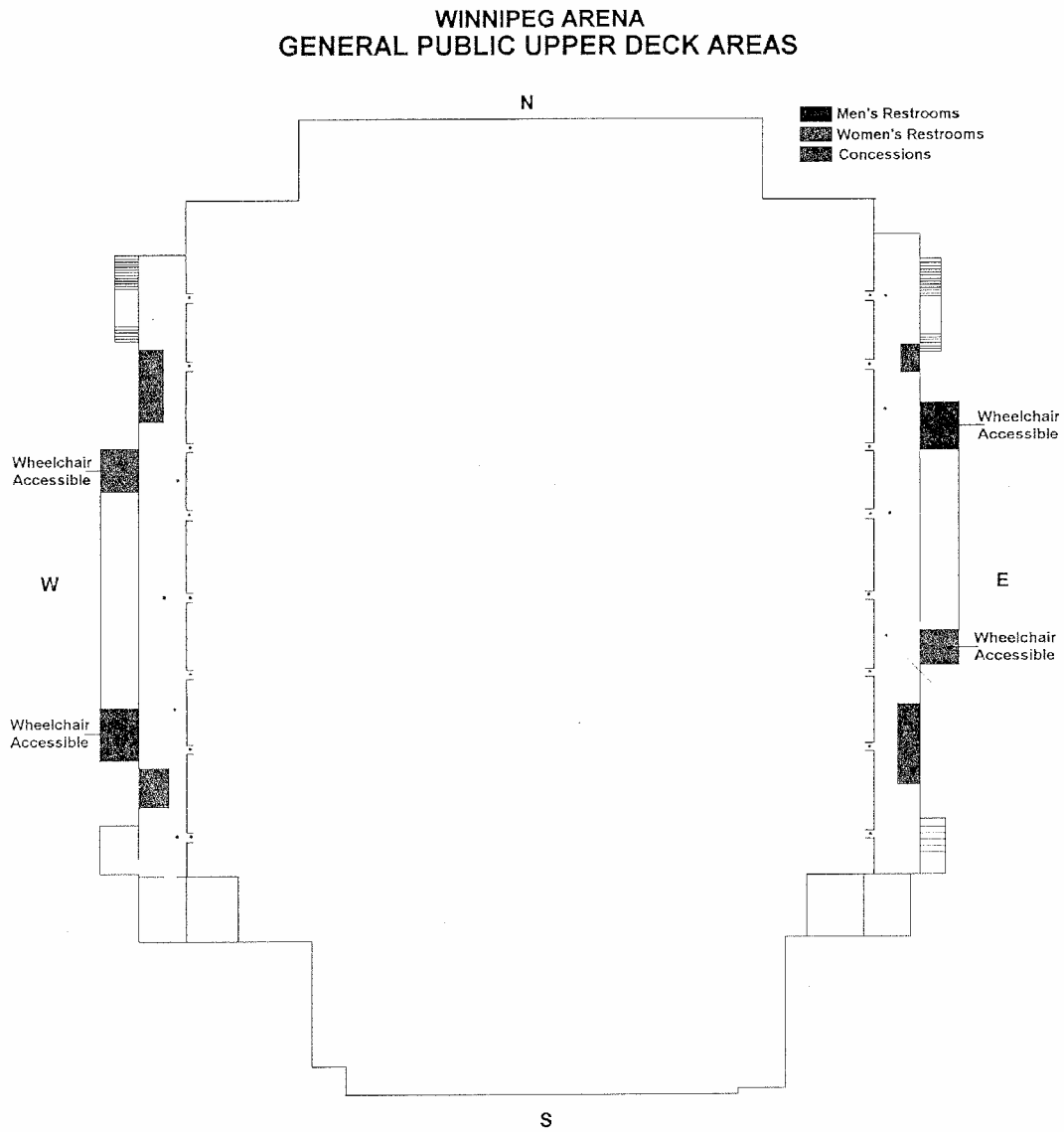


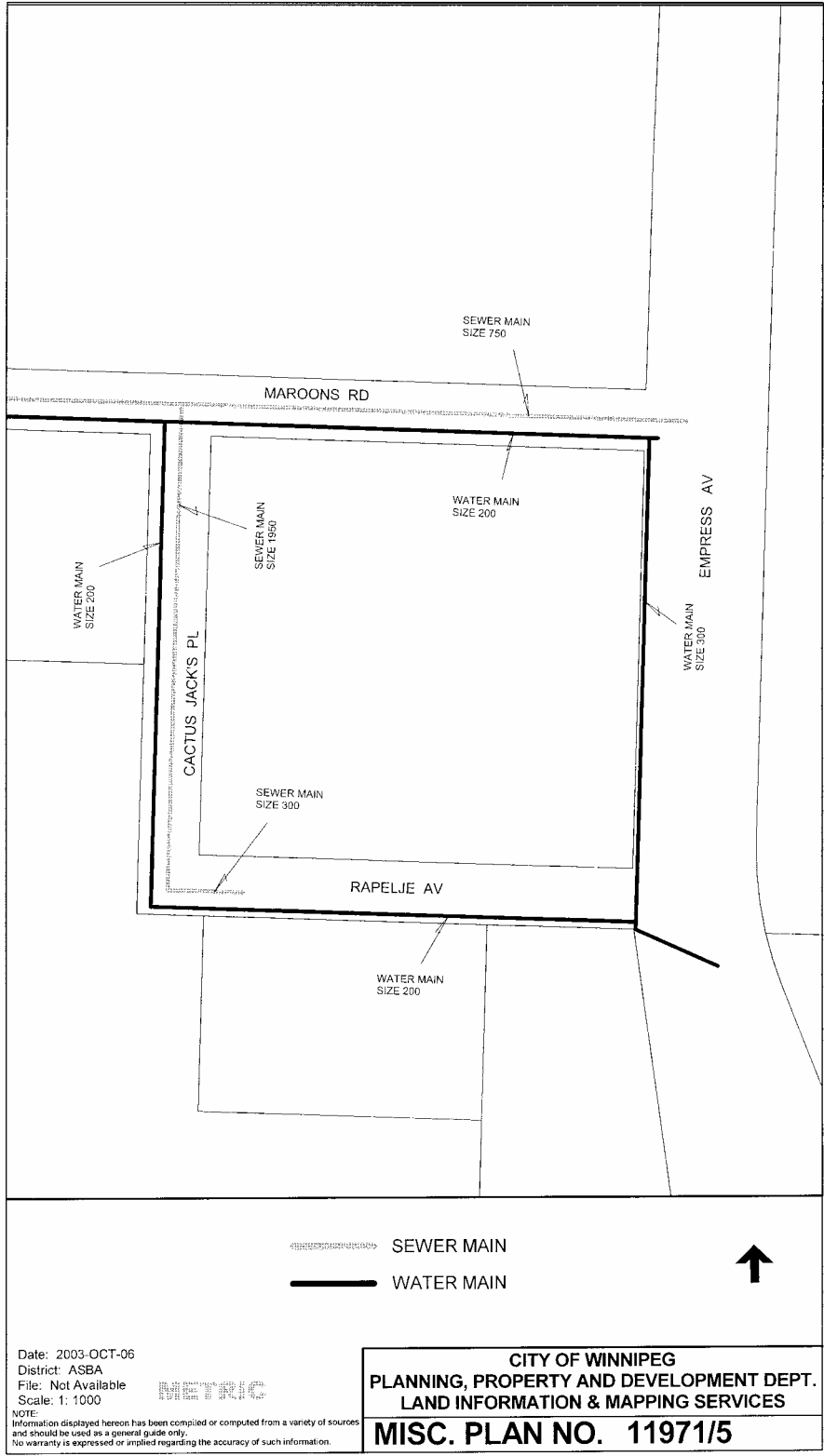
Figure 5: 5th Floor Concourse Area



NOTE: Mobile Concessions/Beverage Booths not shown.

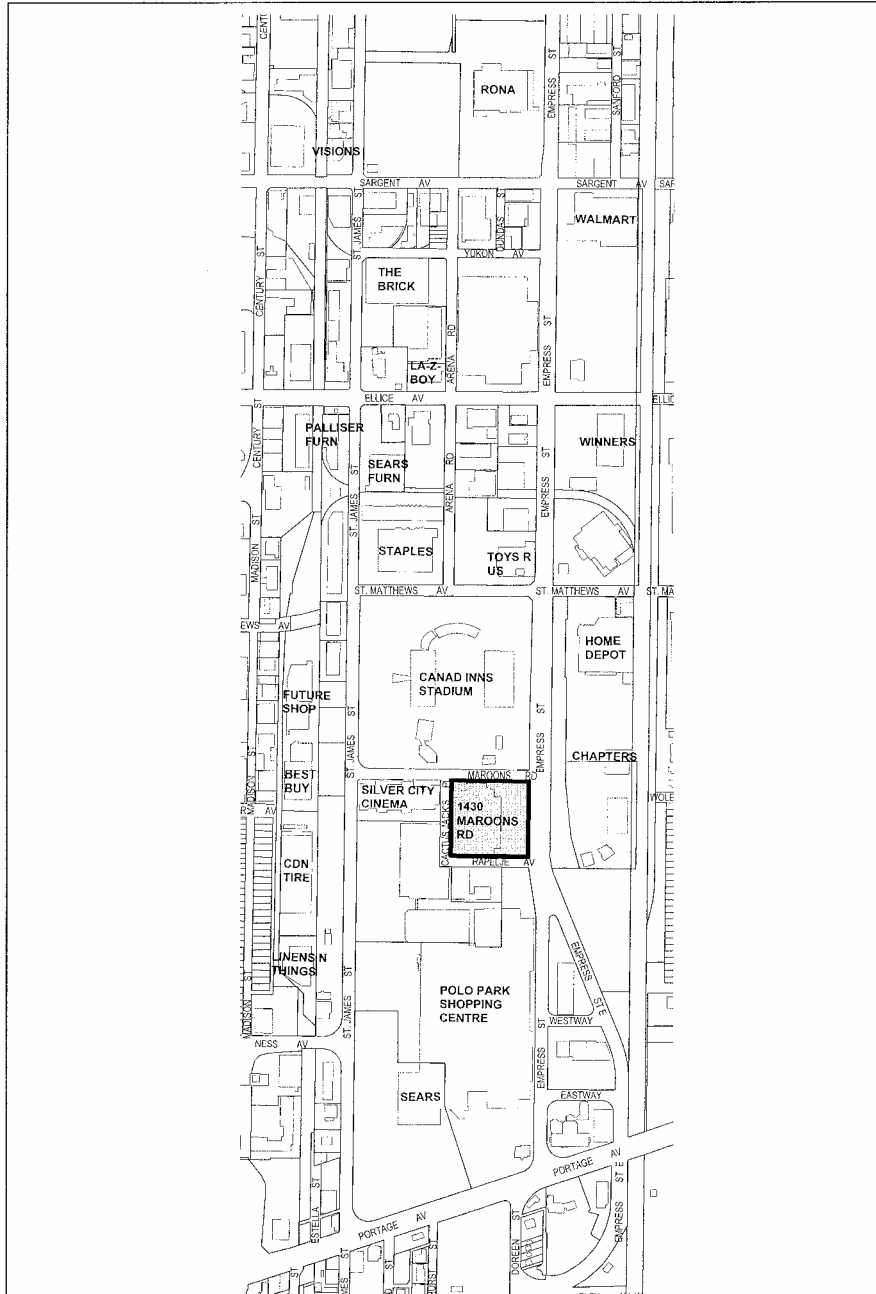
27

SCHEDULE I
MUNICIPAL SERVICES



SCHEDULE J1
LOCATION OF 1430 MAROONS ROAD IN
RELATION TO OTHER MAJOR RETAILERS

SCHEDULE "J1"



Subject City Property
 1430 Maroons Road
 20,015.6 sq.m. (4.946 acres)



Date: 2003-AUG-19
 District: ASBA
 File: Not Available
 Scale: 1:9000

WESTERN

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. 11971/3

SCHEDULE K
**INVENTORY OF BOILER ROOM EQUIPMENT/
ROOFTOP A/C UNITS**

Section 2: WINNIPEG ARENA BOILER ROOM INVENTORY

BOILERS

Identification	Production	Type	Boiler Horsepower	Year Constructed	Condition	Notes
#2 Firetube Boiler	steam	Cleaver Brooks	350 bhp	07/26/1976	very good	14,645,000 BTU/hr
#3 Firetube Boiler	steam	Cleaver Brooks	350 bhp	12/09/1958	very good	14,700,000 BTU/hr
#4 FiretubeBoiler***	steam	Cleaver Brooks	100 bhp	08/17/1960	very good	4,200,000 BTU/hr

*** #4 Boiler belongs to CKY***

The Winnipeg Arena boiler room produces the steam required for the operation of CKY.
The steam piping runs underground (Rapelje Street) to the CKY facility.

HOT WATER TANK

Identification	Dimensions	Condition	Notes
Heat exchanger	14.2.10A	good	Darling Brothers
Hot Water Tank	14' x 2' radius 1200 gallon tank	needs replacement	Cement Liner

Section 3: ROOF TOP UNITS LOCATED AT THE WINNIPEG ARENA

Identification	Number Of Units	Type	Rated Current (A)	Rated Voltage (V)	Condition	Notes
Lennox GCS24-953-200-IT	3	Heat Cool Unit	20	575	good condition	Restaurant area Hometown Heros \$ 4,500 each
Inner City Products PGA090H2HA	1	Heat Cool Unit	41.4	208	very good condition	North End Offices (Moose) \$3,400
Carrier 50YH048500	1	Cool Unit	14.3	208	needs replacement	South End Offices (Moose) \$3,100
Trane RAUA1255A	1	Split System	20	575	fair condition	East Side Offices (WEC) \$1,000
Lennox HS17-953-5Y	1	Cooling Unit	37.6	230	good condition	Suite Level (zone all control) \$750
Keeprite SSC 90-35C	1	Cooling Unit	35	208/230	fair condition	Suite Level (zone all control) \$1,000
Keeprite AG036GB2	1	Cooling Unit	21.3	220	good condition	Staff Lunch Room \$1,800
Climette CA2426B	1	Window Air Conditioner	20	250	good condition	Catering Area \$100
Keeprite AG018GB3	1	Cooling Unit		208/230	good condition	Audio Room \$400

SCHEDULE L
INVENTORY OF
ELECTRICAL MOTORS

Section 1: INVENTORY OF ELECTRICAL MOTORS AT THE WINNIPEG ARENA

ICE PLANT MOTORS

Identification	Number of Units	Horsepower (hp)	Rated Current (A)	Rated Voltage (V)	Number of Phases	Notes
Compressor #1 SMC108L	1	100	90.4	600	3	High Efficiency Sabroe (1994)
Compressor #2 SMC108L	1	100	90.4	600	3	High Efficiency Sabroe (1994)
Compressor #3 N6B	1	100	96	600	3	Backup Mycom
Brine Pump #1	1	40	38.8	600	3	High Efficiency Armstrong
Brine Pump #2	1	25	26	600	3	Backup Paco Needs replacement
Cooling Tower Pump #1	1	2	2.37	575	3	Viking Baltimore Condenser
Cooling Tower Pump #2	1	3	3.5	550	3	Harland Cimco Condenser
Cooling Tower Fan #1	2	7.5	7.8	550	3	Crompton - Parkinson Baltimore Condenser
Cooling Tower Fan #2	2	7.5	8.2	575	3	High Efficiency Robins & Myers Cimco Condenser
Evaporator	CRN # SERIAL # INSTALLATION DATE:			A2293.4 / UW12C 9995 August-79		Good Condition
Baltimore Condenser		Needs Replacement				

SCHEDULE M
CITY POLICY ON SALE OR LEASE OF
CITY LANDS TO NON-PROFIT ORGANIZATIONS

Sale or lease of City lands to non-profit organizations

File No: 4225/10-B-5

Authority: Council, October 31, 1990

1. Where it is proposed that City lands be leased or sold at less than market value to non-profit organizations for a project which is public benefit, the following eligibility criteria will apply:
 - (a) The organization must provide a facility operated in its entirety by a non-profit organization for non-profit uses;
 - (b) The organization must provide for activities which are compatible with the City's needs;
 - (c) The organization must provide facilities for which there is a current and projected need in that location;
 - (d) The organization must provide reasonable access to all Winnipeg residents without discrimination;
 - (e) The organization must provide access without the charging of initiation fees, membership fees or other costs which are incompatible with like facilities or organizations;
 - (f) The organization must provide evidence of available funding and commitment to complete the project and assurance that no ongoing operating subsidies from the City will be required over the life of the development.
2. That all subsidies or grants and corresponding revenues under Recommendation No. 1, above, be clearly identified and reported back to Council on a yearly basis through the Committee on Finance and Administration.
3. That where lands are made available at less than market value that they revert back to the City at the conclusion of the economic life of the project.
4. That any properties sold or leased at less than market value be approved by the Committee on Finance and Administration.

SCHEDULE N
CITY OF WINNIPEG
OFFER TO PURCHASE DOCUMENT

OFFER TO PURCHASE

The City of Winnipeg/Winnipeg Enterprises Corporation has issued a Request for Proposals for the sale/development of Lands as specified in RFP No. 507 – 2003 (hereinafter called “the RFP”);

In response to the RFP, the Purchaser(s) is required to define and describe its intended development project (the “Project”) and to append this description to the Offer to Purchase. The attached Exhibit A outlines this description and is part of the Offer to Purchase.

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

1430 Maroons Road, Winnipeg, Manitoba (the “Arena”),

identified as the ‘Subject City Property’ on Misc. Plan No. 11971/6 attached hereto and contained in Certificates of Title in the Winnipeg Land Titles Office:

“484694,1677233,516577,1793824,1793881,1793831,1754836,586102,548619,461564,371509,767582,453964, old system by-law 17,290 part of plan 5944 contained within limits of Maroons Road and Rapelje Avenue;” (hereinafter collectively called the “Lands”)

for the sum of \$_____ cash (the “purchase price”), and upon the following terms and conditions:

1. (1) Attached to this Offer is the Purchaser's certified cheque or an equivalent form of security in the form of a Letter of Credit, Bank Draft or Money Order 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 Council, 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.

(2) If the Purchaser fails to pay the balance of the purchase price, 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 eighteen (18) months after the opening date of the MTS Centre (an entertainment and sports complex being constructed in downtown Winnipeg by the TN Arena Limited Partnership), or as otherwise agreed between the City and the Purchaser.

(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 or the date the balance of the purchase price 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.

5. The Purchaser will accept title to the Lands subject to all exceptions, reservations and encumbrances expressed or implied in the City's title including, without limitation, a restriction on use as set out in Section 2.0 of the RFP.

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, amendments to Plan Winnipeg, which applications and resulting land dedication charges (if any) are to be at the sole cost and responsibility of the Purchaser.

7. The Purchaser shall not be entitled to a Transfer of Land unless and until the Purchaser shall have commenced renovation of the Arena or commenced construction of a building, as the case may be, and shall have paid all monies to the City in connection with this transaction. Commencement of construction or renovation shall mean that the Project is not less than 15% completed as Certified by an Architect or Engineer. Said renovation to be completed on or before the day three (3) years from the Date of Approval, or in the case of construction of a new building, said construction to be completed on or before five (5) years from Date of Approval, provided that, where work is delayed as a result of strikes or force majeure, that the time limit shall be extended equal to the time period lost as a result of the reasons aforesaid.

8. The Purchaser shall not sell, assign or otherwise dispose of the Lands or any part of them or any interest therein until such time as the Project is completed in accordance with this Offer.

9. In the event that the Project contemplates the renovation of the Arena, such renovation shall be completed in accordance with the Project proposed in its response to the RFP and to this Offer to Purchase, plans which are to be submitted by the Purchaser to and approved of by the City and in compliance with all applicable by-laws and regulations of the City of Winnipeg.

10. In the event that the Project contemplates demolition of the Arena, the Purchaser will construct upon the Lands a building or buildings in strict accordance with the Project proposed in its response to the RFP and this Offer to Purchase, plans which are to be submitted by the Purchaser to and approved of by the City and in compliance with all applicable by-laws and regulations of the City of Winnipeg.

11. Should the Purchaser fail to substantially complete the Project in strict accordance with plans approved by the City within the time period contemplated by clause 7 hereof, (hereinafter called the "construction period") from the Date of Closing, the Purchaser shall forthwith upon the City's request, which request may be made solely in the City's unfettered discretion, transfer and convey to the City all of the Lands clear of any and all encumbrances except those hereafter placed by, through or under the City, or now existing, provided that, where construction is delayed as a result of strikes or force majeure, that the time limit shall be extended equal to the time period lost as a result of the reasons aforesaid. Substantial completion of the Project shall mean either the Certification of substantial completion by an Architect, Engineer or, the issuance of an Occupancy Permit.

12. In case of Clause 11 above, upon a Quit Claim Deed satisfactory in form to the City Solicitor, being delivered to the City, or upon title to the Lands duly issuing in the name of The City of Winnipeg, the City shall forthwith repay to the Purchaser the amount of the purchase price paid to the City by the Purchaser as hereinabove provided; Goods and Services Tax refundable, if paid to the City by the Purchaser, LESS the sum of the following amounts:

- (i) an amount equal to the cost to discharge any outstanding mortgage(s);

(ii) an amount equal to all taxes, levies and local improvement charges on the Lands outstanding and unpaid at the date the Quit Claim Deed referred to above is delivered to the City, subject to adjustment as of said date;

(iii) an amount equal to ten (10%) percent of the full purchase price representing liquidated damages for loss of additional tax revenue to the City by reason of the Purchaser's said failure;

(iv) an amount equal to the cost (if any) incurred by the City in restoring the Lands to as good condition, clear of all rubbish, garbage and waste material of every kind;

(v) an amount equal to the Goods and Services Tax applicable to (iii) and (iv) of this Clause 12;

(vi) an amount equal to the Land Transfer Tax if applicable.

13. In the event the Purchaser fails or is unable to substantially complete the Project within the construction period, it shall so advise, in writing, the City's Director of Land and Development Services Department (hereinafter called the "Director") who may, at his sole and unfettered discretion, grant to the Purchaser an extension of the construction period (hereinafter called the "extension period"), provided that the Purchaser is not indebted to the City for any reason whatsoever, upon the following conditions:

(i) the extension period shall not exceed one (1) year from the date of the expiration of the construction period;

(ii) as consideration for the granting of the extension period, the Purchaser shall pay to the City:

a sum equal to twenty (20%) per cent of the purchase price of the Lands in the event the construction of the Project has not been commenced at any time during the construction period,

OR

a sum equal to ten (10%) per cent of the purchase price of the Lands in the event that construction of the Project has been commenced but not completed during the construction period;

(iii) the consideration for the granting of the extension to form no part of the purchase price.

14. 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.

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

16. 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, it shall:

(1) 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, and

(2) maintain the Lands in safe condition at all times during the conduct of any work done in pursuance of this Clause 16; and

(3) restore the Lands to the same condition as prior to its entering in or upon same in pursuance of this Clause 16; 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;

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 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 16.

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, the Purchaser agrees to complete its purchase as herein contemplated.

17. The Purchaser acknowledges and agrees that:

(1) the City is not providing any warranty as to the environmental condition of the Lands;

(2) 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) it 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) the terms, conditions and covenants contained in this Clause 17 shall not merge but shall survive the closing.

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

(1) the City has given no representation 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) it has inspected or investigated the Lands, the title thereto, the Permitted Encumbrances, any tenancies/occupancies 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 set forth herein;

(3) 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 and 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;

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

(6) 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 and it shall enter into agreements satisfactory to the said utilities or the City of Winnipeg;

(7) the City may grant any easements deemed necessary hereunder before the Transfer of Land issues.

19. It is further acknowledged, understood and agreed that all costs incurred by Purchaser regarding its investigations and preparations in response to the RFP are to be at the sole cost of the Purchaser. The City will not reimburse the Purchaser for any part of the costs associated to the Purchaser's investigations and preparations of a response to the RFP.

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

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

22. 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.

23. The Purchaser acknowledges and agrees that sale of the Lands by the City is subject to the approval of City Council or its delegated authority on or before June 26, 2004.

24. 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 of the Project due to this random stratification.

25. It is an express condition hereof that approval of the Project by the City is subject to the prior written consent of TN Arena Limited Partnership (as set out in Section 2.0 of the RFP), on or before June 26, 2004 and failing receipt of such approval, this offer shall be null and void and the deposit returned in full to the Purchaser.

26. Those items outlined in Exhibit "C" attached hereto are included in the purchase price of the Lands, provided that the Arena is not demolished.

27. The Purchaser shall pay the applicable Land Titles Office registration fees and Land Transfer Tax with respect to the conveyance herein.

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

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

Name (Please Print) Address

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

IN WITNESS WHEREOF the Purchaser has signed this document in _____,
_____, this _____ day of _____ 2004

Witness

Authorized Signature

Name and Title of Authorized Signature (Please print)

Witness

Authorized Signature

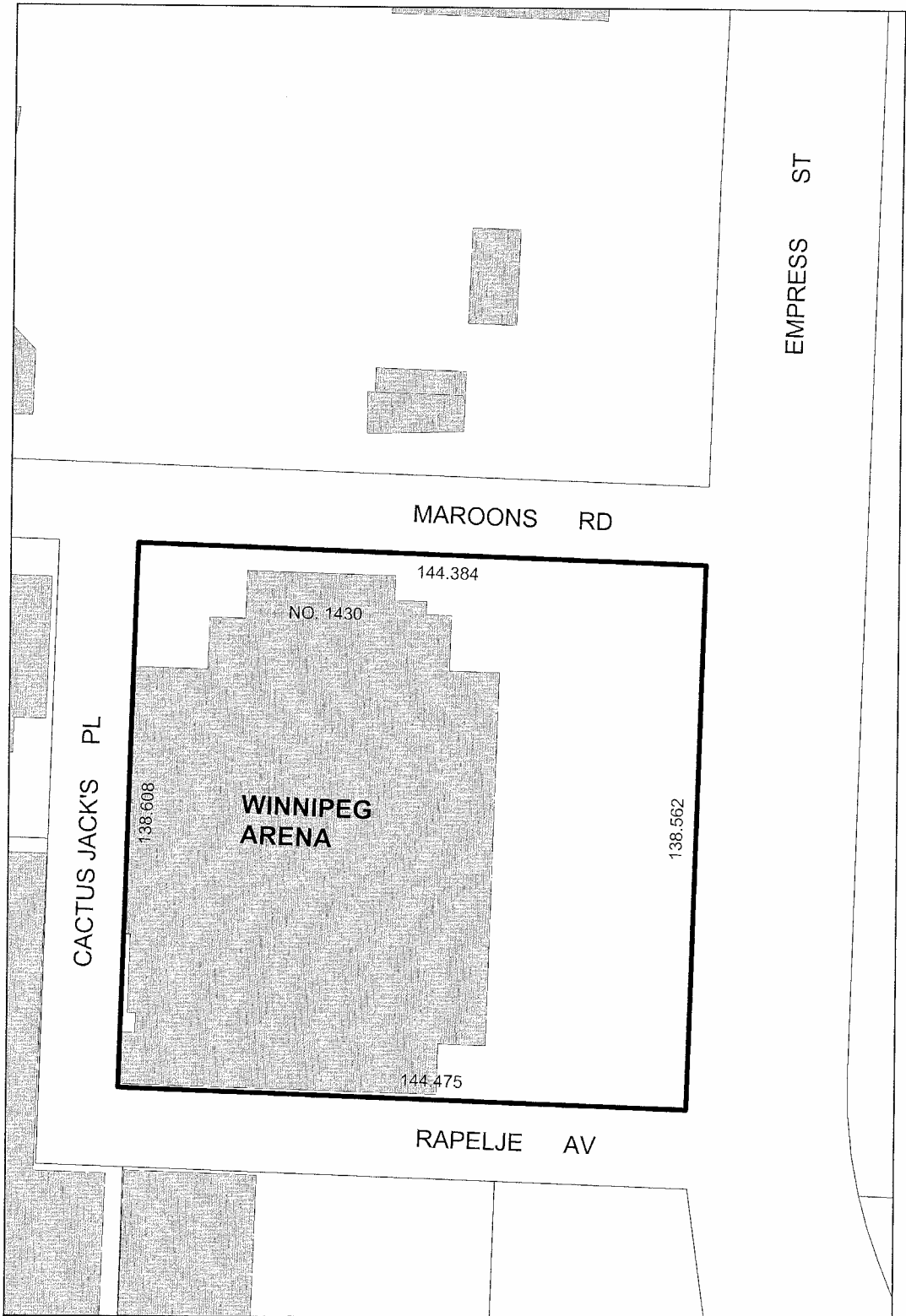
Name and Title of Authorized Signature (Please print)


ACCEPTED this _____ day of _____, A.D., 2004

THE CITY OF WINNIPEG

Per: _____

DIRECTOR of Planning, Property and Development



 Subject City Property
 1430 Maroons Road
 20,015.6 sq.m. +/- (4.946 acres +/-)



Date: 2003-DEC-09
 District: ASBA
 File: Not Available
 Scale: 1:1250



NOTE:
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CITY OF WINNIPEG
PLANNING, PROPERTY AND DEVELOPMENT DEPT.
LAND INFORMATION & MAPPING SERVICES
MISC. PLAN NO. 11971/6

EXHIBIT A –DESCRIPTION OF INTENDED DEVELOPMENT

12.0 Schedules

EXHIBIT "B" Real Owner Application

To the City Assessor

Roll No. _____

(Name of Municipality)

1. I/We _____

(Print Full Name)

request that my/our name(s) appear in the Assessment Roll of the City of Winnipeg in respect to the following property, pursuant to Section 12(1) of "The Municipal Assessment Act", Cap. M 226 S.M.

2. Description of Properties: (Give description of all property in respect of which you wish your name to appear).

Part of Lot or Section	Lot or Section	Block or Township	Plan or Range	Interest in Property

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: _____ 20 _____

(Signature of Applicant)

Office of the City Assessor
The City of Winnipeg

(Signature of Registered Owner)

EXHIBIT C –ITEMS IN THE BUILDING TO BE INCLUDED IN PURCHASE PRICE