THE CITY OF WINNIPEG

EXPRESSION OF INTEREST

EOI NO. 39-2026

DEVELOPMENT OF CITY-OWNED RESIDENTIAL PROPERTIES FOR AFFORDABLE HOUSING

Attention Respondents:
The Information Submission should be submitted directly to the following City email address: HAF@winnipeg.ca.

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FORM A: EXPRESSION OF INTEREST APPLICATION

1. Document Title: Development of City-Owned Residential Properties for Affordable Housing

2. Respondent

_____
Name of Respondent

_____
Usual Business Name of Respondent (if different from above)

_____
Street

_____
City Province Postal Code

_____
Email Address of Respondent

_____
Facsimile Number

(Mailing address if different)

_____
Street or P.O. Box

_____
City Province Postal Code

_____
GST Registration Number (if applicable)

(Choose one)

The Respondent is:

☐ a sole proprietor

☐ a partnership

☐ a corporation

carrying on business under the above name.

3. Contact Person

The Respondent hereby authorizes the following contact person to represent the Respondent for purposes of the Information Submission.

_____
Contact Person Title

_____
Telephone Number Email Address

4. Addenda

The Respondent certifies that the following addenda have been received and agrees that they shall be deemed to form a part of the Information Submission:

No. _____ Dated _____

_____ _____

_____ _____

_____ _____

_____ _____

5. Indigenous Self-Declaration

The City is requesting that Respondents identify if their business is at least 51% owned by one or more Indigenous persons of Canada.

☐ YES, 51% or more Indigenous ownership

☐ NO, it is not

This information is being gathered for statistical purposes only and will not be used for purposes of evaluation.

6. Signatures

The Respondent or the Respondent's authorized official or officials have signed this

_____ day of _____ , 20_____ .

Signature of Respondent or
Respondent's Authorized Official or Officials

_____

_____
(Print here name and official capacity of individual whose signature appears above)

_____

_____
(Print here name and official capacity of individual whose signature appears above)

PART B - REQUEST FOR EXPRESSION OF INTEREST

B1. DEFINITIONS

B1.1 When used in this Expression of Interest:

(a) "**Affordable Housing**" means one of the following:

(i) Less than 80% of the Median Market Rent for the area, in line with CMHC's Affordable Housing Fund Criteria, maintained, at minimum, for twenty years; or

(ii) At Province of Manitoba Affordable Housing rental rates, maintained, at minimum, for twenty years.

(b) "**Business Day**" means any Calendar Day, other than a Saturday, Sunday, or a Statutory or Civic Holiday;

(c) "**Calendar Day**" means the period from one midnight to the following midnight;

(d) "**City**" means the City of Winnipeg as continued under The City of Winnipeg Charter, Statutes of Manitoba 2002, c. 39, and any subsequent amendments thereto;

(e) "**City Contact**" means the City's representative throughout the duration of the Expression of Interest who has the authority to act on behalf of the City to the extent expressly provided for in this Expression of Interest.

(f) "**City Council**" means the Council of the City of Winnipeg;

(g) "**may**" indicates an allowable action or feature which will not be evaluated;

(h) "**must**" or "**shall**" indicates a mandatory requirement which will be evaluated on a pass/fail basis;

(i) "**Person**" means an individual, firm, partnership, association or corporation, or any combination thereof, and includes heirs, administrators, executors or legal representatives of a person;

(j) "**Respondent**" means any Person or consortium submitting an EOI Submission in response to this Expression of Interest;

(k) "**should**" indicates a desirable action or feature which will be evaluated on a relative scale;

(l) "**Site**" means the lands and other places on, under, in or through which the work is to be performed;

(m) "**Submission or Information Submission**" means that portion of the Expression of Interest which must be completed or provided and submitted by the Submission Deadline;

(n) "**Submission Deadline**" means the time and date for final receipt of Submissions.

B2. BACKGROUND

B2.1 On December 5, 2023, the Government of Canada, through the Canada Mortgage and Housing Corporation (CMHC), entered into an agreement with the City of Winnipeg for $122.4 million in funding from the Housing Accelerator Fund (HAF).

B2.2 The HAF funding is contingent upon the City achieving a total of 14,101 building-permitted housing units over a three-year period. This includes 3,166 net new units specifically enabled by HAF initiatives, with the remaining 10,935 units expected to be permitted without HAF support.

B2.3 One of the key initiatives within the City's agreement with CMHC is the creation of a Land Enhancement Office (LEO). This office is intended to meet the objectives of the CMHC agreement by facilitating the development of affordable, supportive and mixed-income housing on strategic City-owned land. This would include preparing City-owned land for sale/lease to non-profits, Indigenous groups, and housing developers to build affordable housing.

B2.4 The unit targets for the LEO over the 3-year agreement is to get to 611 building permits on City-owned land by December 2026. This will include 545 units within close proximity to the Frequent Transit Network and 313 affordable units.

B2.5 The City of Winnipeg Real Estate – Declaration as Surplus and Sale of Property Policy (No.PD-026), amended July 18 2024, allows the City to sell surplus land at a price less than Market Value if the sale creates Affordable Housing.

B2.6 On November 27, 2025 Council concurred with the Housing Accelerator Fund – 2025 Status Report and Future Program Plans report, which included the following plan:

The City will release an Expression of Interest (EOI) for release of 10 to 20 smaller City-owned properties to all developers for $1. Focus for sales will be non-profit or Indigenous housing providers for the purpose of developing affordable rental or homeownership. The EOI will include key information for each site including zoning, lot dimensions, maximum or intended development potential (and required applications for approvals), and servicing considerations. The City will also provide support in streamlining approvals through the Concierge service.

B2.7 Successful respondents to this Expression of Interest may be considered for Predevelopment Grants under the Housing Accelerator Fund Grant Program By-Law (64/2024). Details of the criteria for these grants can be found in Schedule A. Nothing in this document obligates the City to award a grant to successful respondents to this Expression of Interest.

B3. PURPOSE OF THE EXPRESSION OF INTEREST DOCUMENT

B3.1 The purpose of this Expression of Interest (EOI) is to identify an experienced and capable Respondent to develop affordable housing on residential lots currently owned by the City.

B3.2 The City of Winnipeg is seeking qualified Respondents or teams of Respondents to:

(a) Purchase one or more of the City-owned parcels identified in Schedule C for a purchase price of $1 per lot.

(b) Develop housing on each parcel. Building permits for each lot must be secured by December 31, 2027. Preference will be given to projects that are able to secure full building permits by December 4, 2026.

(c) Develop a minimum of one residential unit on each property, with a minimum of one unit per site being affordable for a period of at least 20 years. Preference will be given to projects which exceed the minimum affordability criteria in any or all aspects of depth of affordability, percentage of affordable units, and length of affordability period.

(d) Preference will be given to projects which deliver a higher number of units, and/or projects which deliver units that respond to priorities identified in the City of Winnipeg 2025 Housing Needs Assessment, including, but not limited to:

(i) Accessible housing, including universal design.

(ii) Housing with supports, including onsite wraparound supports for healthcare, case management, and other needs.

(iii) Housing for older adults, including affordable or subsidized assisted living.

(iv) Safe transitional and supportive housing for people who have experienced gender-based violence.

(v) Rental housing for larger households (three or more bedrooms).

(e) The Respondent is responsible for financing and constructing the development. If the Respondent provides consent, the City will share the Expression of Interest submission with potential funding and financing partners, including:

(i) The Winnipeg Foundation's Social Impact Investment Fund, which provides project financing support to non-profit and charitable-sector affordable housing projects;

(ii) The Province of Manitoba, where Respondents indicate an interest in provincial funding and provide consent, submissions may also be reviewed by the Province of

Manitoba. Schedule B describes how Manitoba Housing and Renewal Corporation may participate in the review and funding of eligible projects advanced through this Expression of Interest.

(f) The Respondent is responsible for operating the residential units or partnering with an organization that will operate the units, including the affordable housing component. The affordable housing component must remain affordable for a period of at least 20 years.

(g) Submissions will be awarded according to the evaluation criteria in B18.

B4. PROPERTY INFORMATION

B4.1 Descriptions of the properties included in this Expression of Interest, including Status of Title for each property, are included in Schedule C and Schedule D.

B5. ENQUIRIES

B5.1 All enquiries shall be directed to the City Contact identified in B6.

B5.2 Any Respondent who has questions as to the meaning or intent of any part of this document or who believes this document contains any error, inconsistency or omission should make an enquiry prior to the Submission Deadline requesting clarification, interpretation or explanation in writing to the City Contact.

B5.3 If the Respondent finds errors, discrepancies or omissions in the document, or is unsure of the meaning or intent of any provision therein, the Respondent shall promptly notify the City Contact of the error, discrepancy or omission at least five (5) Business Days prior to the Submission Deadline.

B5.4 If the Respondent is unsure of the meaning or intent of any provision therein, the Respondent should request clarification as to the meaning or intent prior to the Submission Deadline.

B5.5 Responses to enquiries which, in the sole judgment of the City Contact, require a correction to or a clarification of the EOI will be provided by the City Contact to all Respondents by issuing an addendum.

B5.6 Responses to enquiries which, in the sole judgment of the City Contact, do not require a correction to or a clarification of the EOI will be provided by the City Contact only to the Respondent who made the enquiry.

B5.7 The Respondent shall not be entitled to rely on any response or interpretation received pursuant to B6 unless that response or interpretation is provided by the City Contact in writing.

B6. CITY CONTACT

B6.1 The City Contact is:

Mike Lennon

HAF Program Support Specialist

Telephone No. 204-986-8356

Email: mlennon@winnipeg.ca

B7. ADDENDA

B7.1 The City Contact may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in the EOI, or clarifying the meaning or intent of any provision therein.

B7.2 The City Contact will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.

B7.3 Addenda will be available on the City's website–www.winnipeg.ca/smalllots and MERX website at www.merx.com.

B7.3.1 The Respondent is responsible for ensuring that they have received all addenda and is advised to check the City's website or the MERX website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.

B7.4 The Respondent should acknowledge receipt of each addendum on Form A: Expression of Interest Application.

B8. CONFLICT OF INTEREST AND GOOD FAITH

B8.1 Respondents must not include among their team, any business entity or individual who is, or is associated with, in any way, any consultant retained by the City in relation to the Project, including but not limited to consultants providing engineering, architectural, legal, process, finance or financial capacity advice or any Person likely to create a conflict of interest or a perception of conflict of interest.

B8.2 If a Respondent considers that a particular relationship or association does not create a conflict of interest and will not create a perception of conflict of interest, but is concerned that the City could arrive at a different conclusion, the Respondent should fully disclose the circumstances to the City at the earliest possible date, and request that the City provide an advance interpretation as to whether the relationship or association will be likely to create a conflict of interest or a perception of conflict of interest.

B8.3 The Respondent declares that in submitting their response to this EOI, it does so in good faith and will disclose to the best of their knowledge, whether there are any circumstances whereby any member of Council or any officer or employee of the City would gain any pecuniary interest, direct or indirect, as a result of the Respondents participation in this Project.

B8.4 Failure to comply with this provision may result in disqualification of your Submission from the EOI process or, if the City becomes aware of your breach of this provision after the EOI has been issued, disqualification from the subsequent procurement process.

B9. CONFIDENTIALITY

B9.1 Information provided to a Respondent by the City or acquired by a Respondent by way of further enquiries or through investigation is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Contract Administrator. The use and disclosure of the confidential information shall not apply to information which:

(a) was known to the Respondent before receipt hereof; or

(b) becomes publicly known other than through the Respondent; or

(c) is disclosed pursuant to the requirements of a governmental authority or judicial order.

B9.2 The Respondent shall not make any statement of fact or opinion regarding any aspect of the EOI to the media or any member of the public without the prior written authorization of the City Contact.

B10. NON-DISCLOSURE

B10.1 Respondents must not disclose any details pertaining to their EOI in whole or in part to anyone not specifically involved in their Submission, without the prior written approval of the City. Respondents shall not issue a news release or other public announcement pertaining to details of their Information Submission without the prior written approval of the City.

B10.2 Respondents are advised that an attempt on the part of any Respondent or any of their employees, agents, contractors or representatives to contact any members of City Council or their staff or any member of City Administration other than the City Contact with respect to this EOI solicitation, may lead to disqualification in any subsequent procurement process.

B11. RESPONDENT'S COSTS AND EXPENSES

B11.1 Respondents are solely responsible for their own costs and expenses in preparing and submitting an Information Submission and participating in the EOI, including the provision of any additional information or attendance at meetings or demonstrations of the product(s).

B12. NO CONTRACT

B12.1 By submitting an Information Submission and participating in the process as outlined in this document, Respondents expressly agree that no contract of any kind is formed under, or arises from this EOI, and that no legal obligations will arise. The City will have no obligation to enter into negotiations or a Contract with a Respondent.

B12.2 Without limiting the generality of the foregoing, the City reserves the right and the full power to amend or cancel this EOI at any time.

SUBMISSION INSTRUCTIONS

B13. SUBMISSION DEADLINE

B13.1 The Submission Deadline is February 19, 2026 at 12:00 noon. Winnipeg time.

B13.2 The City Contact or the Manager of Purchasing may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B13.1.

B13.3 The Information Submission should be submitted directly to the following City email address: HAF@winnipeg.ca.

B13.4 EOI Submissions submitted by facsimile transmission (fax) or by paper copy will not be accepted.

B14. OPENING OF SUBMISSION AND RELEASE OF INFORMATION

B14.1 Information Submissions will not be opened publicly.

B15. INFORMATION SUBMISSION

B15.1 The Information Submission should consist of the following components:

(a) Form A: Expression of Interest Application (Section A);

(b) Information to be supplied by Respondent as part of EOI Submission located in B18 (Section B).

B15.2 All requirements of the EOI should be fully completed, or provided and submitted by the Respondent no later than the Submission Deadline, with all required entries made clearly and completely.

B15.3 Respondents seeking provincial funding should ensure that their Information Submission includes sufficient detail to support provincial review, as outlined in Schedule B – Provincial Participation and Funding Evaluation.

B15.4 All Submissions received in response to this EOI will be kept in confidence with the sole purpose of evaluating and developing the best possible strategic option for the City, unless consent is given by the Respondent in writing for the City to share EOI Submissions with partners as described in B3.2(e).

B15.5 Submissions and the information they contain will be the property of the City upon receipt. No Submissions will be returned.

B15.6 The Respondent is advised any information contained in any Submission may be released if required by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law or by City policy or procedures (which may include access by members of City Council).

B15.6.1 To the extent permitted, the City shall treat as confidential information, those aspects of a Proposal Submission identified by the Respondent as such in accordance with and by reference to Part 2, Section 17 or Section 18 or Section 26 of The Freedom of Information and Protection of Privacy Act (Manitoba), as amended.

B15.7 Should a Respondent require access to the City lands to perform due diligence concerning the Properties (e.g. geotechnical study or environmental assessment), the Respondent will enter into the necessary agreements with the City to permit investigations.

B16. INFORMATION SESSION

B16.1 The City will host an information session for any interested Respondents. This will provide an opportunity for interested Respondents to ask questions about the Expression of Interest and to connect with other interested Respondents. The information session will take place on January 27th, 2026, 1:00-3:00 pm. To register please contact HAF@Winnipeg.ca with the subject line “Small Lots EOI Info Session”. The location will be provided upon registration.

B17. FORM A: EXPRESSION OF INTEREST APPLICATION (SECTION A)

B17.1 Further to B15.1, the Respondent should complete Form A: Expression of Interest Application, making all required entries.

B17.2 Paragraph 2 of Form A: Expression of Interest Application shall be completed in accordance with the following requirements:

(a) if the Respondent is a sole proprietor carrying on business in their own name, their name shall be inserted;

(b) if the Respondent is a partnership, the full name of the partnership shall be inserted;

(c) if the Respondent is a corporation, the full name of the corporation shall be inserted;

(d) If the Respondent is a co-operative, the full name of the co-operative shall be inserted;

(e) if the Respondent is carrying on business under a name other than their own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.

B17.2.1 If the Submission is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B17.2.

B17.3 In Paragraph 3 of Form A: Expression of Interest Application, the Respondent shall identify a contact person who is authorized to represent the Respondent for purposes of this EOI.

B17.4 Paragraph 6 of Form A: Expression of Interest Application should be signed in accordance with the following requirements:

(a) if the Respondent is sole proprietor carrying of business in their own name, it shall be signed by the Respondent;

(b) if the Respondent is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;

(c) if the Respondent is a corporation, it shall be signed by its duly authorized officer or officers and the corporate seal, if the corporation has one, should be affixed;

(d) if the Respondent is a co-operative, it shall be signed by its duly authorized officer or officers who have authority to sign for the co-operative;

(e) if the Respondent is carrying on business under a name other than their own, it shall be signed by the registered owner of the business name or by the registered owner's authorized officials if the owner is a partnership or a corporation.

B17.5 The name and official capacity of all individuals signing Form A: Expression of Interest Application should be entered below such signatures.

B17.6 If a Submission is submitted jointly by two or more persons, the word "Respondent" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Respondents in the Submission, shall be both jointly and several.

B18. INFORMATION TO BE SUPPLIED BY RESPONDENT AS PART OF EOI SUBMISSION (SECTION B)

B18.1 Executive Summary

(a) Provide a high-level summary of the proposed approach to developing the propertie(s).

(b) Confirmation of the City's requirements as per B3

B18.2 Respondent Information

(a) Contact information, including name, address and telephone number of all Principals associated with the EOI Submission.

(b) Organization type (i.e. non-profit, for profit), including if the organization is an Indigenous-led organization. Proof of non-profit status if applicable.

B18.3 Respondent Experience

(a) Organizational profile (company history, structure, ownership details).

(b) Description of key staff/team member roles to be involved in the Respondent's project, their associated professional qualifications, and prior related experience.

(c) A list and description of housing projects carried out by the Respondent prior, if any, including development and/or management of residential buildings, particularly any affordable housing projects.

(d) If the project proposes to serve a vulnerable population, Respondent's experience in serving that population.

(e) Provide reference contact(s) concerning previous projects.

B18.4 If the Respondent is part of a partnership arrangement, all partners should provide information as per B18.2 and B18.3.

B18.5 Details of the Development

(a) A description of the Respondent's development intentions for the properties. This should include:

(i) The number of properties that the Respondent is interested in purchasing and developing;

(ii) A list of properties, by address, from the list provided in Schedule C that the Respondent is interested in purchasing and developing, listed in order of preference, if the list is greater than the number of properties indicated in B18.5(a)(i);

(iii) Number and description of units intended to be built on each property, by address, including:

(a) Number of affordable units;

(b) Proposed length of affordability for affordable units;

(c) Proposed starting (gross) rent for each rental unit, and specify if there are any utilities not included in this rent;

(d) Number of bedrooms proposed for each unit;

(e) Any additional details about the proposed units relevant for assessing the proposal, including accessibility, energy efficiency/green building considerations, onsite supports, and/or target population;

(f) If the proposed plan does not conform with the existing zoning for the property, please indicate the steps that would be required to entitle the proposed development on the property (e.g. conditional use);

(g) Description of how the proposed project addresses the priorities identified in the City of Winnipeg 2025 Housing Needs Assessment, available at the following link: http://winnipeg.ca/housingneeds.

(b) A detailed description of the development structure and ownership model, including:

(i) How governance, cost-sharing, and long-term management would be handled in the case of a partnership.

(ii) Any legal, statutory, or financial considerations the City should be aware of.

(c) Project timelines.

(i) Provide a high-level development timeline that would be needed to enable the development proposal. This would include assumptions for City decision making timelines that would be needed to support the development. Please include anticipated dates for securing building permit(s) and construction start and completion.

B18.6 Funding Approach

(a) Provide a high-level cost estimate for the proposed development.

(b) Identify potential financing sources (private financing, grants, partnerships, etc.)

(c) Requested grant amount (if any) from the City of Winnipeg, in accordance with the Housing Accelerator Fund Grant Program By-law Predevelopment Grant description (See Schedule A).

(d) Revenue model (if applicable) and approach to long-term financial sustainability.

(e) Indicate whether the Respondent gives consent to the City sharing their application details with potential funding/financing partners, as described in B3.2(e).

B18.7 Optional but Recommended

(a) Conceptual renderings, site plan, floor plans, or massing studies (if available, to illustrate vision)

(b) Letters of support or partnership commitments (if applicable).

B18.8 The EOI Submission should include any other information which the Respondent considers pertinent to the EOI.

B19. EOI EVALUATION AND REVIEW

B19.1 City will only consider EOI Submissions which, in the City's sole discretion and opinion, are the most advantageous and thorough.

B19.2 If, after this initial review, the City deems an EOI Submission to be unacceptable, the Respondent will be notified of same and no further discussions will be held.

B19.3 The City will notify all Respondents of the status of their submission, and may invite one or more Respondents to submit additional or clarifying details regarding their EOI Submission.

B19.4 Where provincial funding is being considered, Manitoba Housing and Renewal Corporation may participate in the review of submissions in accordance with Schedule B. The City of Winnipeg remains responsible for EOI evaluation outcomes and land disposition decisions.

B19.5 Evaluation Criteria

(a) Evidence of available funding or ability to secure adequate funding/financing to complete the project, and efficiency of funding (ie. output for money budgeted). (15%)

(b) Experience and/or history of successful projects and endeavors carried out by the Respondent, including affordable housing projects (development and operations), projects at a similar scale, and projects serving similar target population(s). (25%)

(c) Capacity (readiness) to complete the project. Innovative approaches and partnerships are encouraged. Preference for ability to secure full building permit(s) by December 4, 2026. (25%)

(d) Social impacts of the proposed development, including ownership, number of units, operations capacity and tenant supports (if applicable), project alignment with City of Winnipeg 2025 Housing Needs Assessment objectives, and affordability, with a minimum requirement to include at least one unit per site rented at rates: (35%)

(i) Less than 80% of the Median Market Rent for the area, in line with CMHC's Affordable Housing Fund Criteria, maintained for twenty years; or

(ii) At Province of Manitoba Affordable Housing rental rates, maintained for twenty years.

(iii) If Affordable Homeownership is being proposed, provide details on the process through which affordability will be secured for the intended recipient.

B19.6 Negotiations

(a) The City may enter into detailed negotiations with one or more Respondents which, in the City's sole discretion and opinion, is believed to have the most merit in consideration of the evaluation criteria. The EOI Submission of such a Respondent(s) may be further developed and finalized as a proposal for submission to and consideration by the CAO, which has the authority to approve or reject such proposal.

B19.7 RFP

(a) The City may in their sole discretion and opinion reserve the right to issue an RFP instead of entering into negotiations with one or more Respondents.

PART C - SCHEDULES

C1. SCHEDULE "A" - HOUSING ACCELERATOR FUND PREDEVELOPMENT GRANT CRITERIA

Excerpt from the Housing Accelerator Fund Grant Program By-law 64/2024

Program Overview

4.1(1) A grant in the amount of up to $35,000 per dwelling unit may be paid for the predevelopment costs (referred to herein as a "Predevelopment Grant") for an approved property that

(a) is leased from the City or has been purchased from the City via the City's Land Enhancement Office to accomplish Housing Accelerator Fund objectives,

(b) is owned or leased by a non-profit housing provider, a private corporation, or an Indigenous government,

(c) includes new housing,

(d) includes the development of a minimum of two (2) dwelling units, and

(e) has either:

(i) four (4) dwelling units or less, and includes at least one (1) dwelling unit being rented at either of the following affordability criteria:

i. at less than 80% of the median market rent for the area, in line with CMHC Affordable Housing Fund Criteria for a minimum of twenty (20) years, or

ii. at Province of Manitoba Affordable Housing Rental Rates for a minimum of twenty (20) years, or

(ii) five (5) dwelling units or more, and includes at least 30% of the total dwelling units being rented at either of the following affordability criteria:

i. at less than 80% of the median market rent for the area, in line with CMHC Affordable Housing Fund Criteria for a minimum of twenty (20) years, or

ii. at Province of Manitoba Affordable Housing Rental Rates for a minimum of twenty (20) years.

4.1(2) A Predevelopment Grant may be paid for an approved property either separate from or in addition to a grant set forth in section 4.

4.1(3) The following are eligible costs that may be funded by the Predevelopment Grant:

(a) engineering studies and services,

(b) development application fees,

(c) architectural services,

(d) riverbank stabilization works,

(e) environmental site assessments,

(f) Geotech reports,

(g) land surveys,

(j) financial modeling and proforma development,

(j.1) construction costs,

(k) municipal infrastructure, and

(l) other costs that have been approved by the Chief Administrative Officer in writing.

4.1(4) The following are ineligible costs that are not funded by the Predevelopment Grant:

(a) operational expenses,

(b) non-development related studies

(c) contingency funds,

(d) marketing and promotional expenses,

(e) financing costs,

(f) existing property maintenance,

(g) legal costs,

(h) any other costs that are not eligible costs.

C2. SCHEDULE "B" – PROVINCIAL PARTICIPATION AND FUNDING EVALUATION

Overview

This Appendix describes how Manitoba Housing and Renewal Corporation (MHRC), on behalf of the Province of Manitoba, may participate in the review and funding of eligible projects advanced through this Expression of Interest (EOI).

For projects seeking provincial funding, this EOI also serves as the mechanism through which Manitoba Housing and Renewal Corporation will assess and make funding decisions.

MHRC may commit provincial funding through this EOI for eligible projects, subject to funding availability, required approvals, and execution of a funding agreement. Nothing in this Appendix:

- forms part of the City's EOI evaluation or scoring;
- amends or supersedes any provision of the EOI; or
- creates an entitlement to provincial funding.

Consideration of projects under this Appendix does not establish a program, precedent, or ongoing funding mechanism, nor does it delegate approval authority beyond that provided under applicable legislation and policy.

Process and Information Requirements

Where a Respondent provides consent under Section B3.2(e) of this EOI, the City of Winnipeg may share EOI submissions with MHRC for the purpose of provincial review and funding consideration.

Any provincial funding, if approved, would be considered and committed through this EOI process based on:

- information submitted by the Respondent as part of the EOI; and
- any additional information requested by MHRC to complete its assessment.

Respondents are not required to submit a separate provincial application. As part of its assessment,

MHRC may request additional information through the City, including:

- detailed project budgets and cost estimates;
- sources and uses of funds;
- confirmation of secured or conditionally secured financing;
- construction readiness and anticipated timelines;
- affordability assumptions and duration of affordability; and
- information related to long-term financial viability.

Provincial funding commitments may be conditional upon the receipt and verification of this information. Requests for additional information by MHRC will not modify or delay the City's EOI timelines, evaluation, or land disposition decisions.

Provincial Funding Scope and Assessment Considerations

Provincial funding commitments made through this EOI will be subject to available funding, and may be used to support affordable rental housing and/or affordable homeownership initiatives, including to advance delivery on City-owned lots identified in this EOI.

Provincial funding is intended to support affordability, feasibility, or delivery outcomes and is not intended to address unresolved financing gaps. Projects seeking provincial funding must demonstrate the ability to fully fund total project costs, including construction, financing, and long-term sustainability, independent of provincial participation.

In determining whether to commit provincial funding, MHRC may consider factors including:

- the amount of funding requested relative to the depth and duration of affordability proposed;
- speed of delivery, including readiness to secure permits and commence construction;
- long-term compliance with approved affordability requirements;
- efficiency of public investment relative to affordability and delivery outcomes; and
- overall project readiness and risk.

Respondents may describe the anticipated impact of MHRC funding on their proposal, including impacts on affordability levels, unit mix, delivery timelines, or long-term housing stability. For context only, Respondents may also reference broader housing impacts, including impacts on related or similar projects, provided this does not imply eligibility, priority, or consideration for provincial funding outside this EOI, including for projects not located on City-owned lots.
Any provincial funding approved through this EOI would be formalized through a funding agreement incorporating standard MHRC terms and conditions, including affordability, reporting, and compliance requirements.

Modern Methods of Construction

In assessing proposals, MHRC may prioritize projects that incorporate modern methods of construction, where such approaches demonstrably support:

- affordability outcomes;
- speed of delivery;
- cost certainty;
- replicability across sites; and
- reduced construction risk.

Modern methods of construction may include:

- modular or volumetric construction;
- panelized or prefabricated systems;
- off-site manufacturing; and
- standardized or repeatable design approaches.

Use of modern methods of construction is not mandatory, and proposals will not be deemed ineligible solely on the basis of construction methodology.

Limitations and Clarifications

Provincial funding is not required for a project to be successful under this EOI.
Respondents should not assume provincial funding unless and until a formal funding commitment is issued by MHRC.
The City’s evaluation, selection, and land disposition decisions remain independent of provincial funding decisions.
Nothing in this Appendix commits MHRC or the Province of Manitoba to future funding rounds, guarantees funding beyond projects approved through this EOI, or establishes volume targets, timelines, or multi-year commitments.

All provincial funding commitments are limited to this EOI and remain subject to available funding, approvals, and execution of appropriate agreements.
Selection of a project by the City under this EOI does not obligate MHRC to provide provincial funding.
All enquiries related to this EOI must be directed to the City Contact identified in Section B6. MHRC will not engage directly with Respondents during the EOI process unless requested by the City following EOI review.

C3. SCHEDULE "C" – LOT DESCRIPTIONS

C4. SCHEDULE "D" – STATUS OF TITLE

Site Information

Address:	529 Boyd Avenue	Lot Width (feet):	33.99 feet
Roll #:	14033120000	Lot Area (square feet):	3,097 sq. ft.
Zoning:	R2 – Residential Two-Family	Potential Development:	2 units
Existing Use:	Vacant Lot		

Preliminary Planning Comments

- Hydro requires a 4.5 metre easement in the rear
- Mature trees on site should be preserved, if possible.
- Caveat 5321967/1 'Agreement of Purchase and Sale of Land' is in the process of being discharged.

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Servicing Considerations

There is adequate water servicing to support the proposed land use.

The subject land is in a combined sewer area. According to Clause 8 of Environment Act Licence 3042, any development on the property cannot increase the flow into the combined sewer. Typically, increases in wastewater discharge can be offset by a reduction in land drainage discharge from the property.

The sum of the wastewater and land drainage runoff peak discharge from the proposed development into the combined sewer cannot exceed the allowable discharge rate:

- The allowable discharge rate will be the sum of the existing peak wastewater and peak land drainage discharge.
- The peak land drainage discharged from the site must be based on a “c”-value of 0.35, with a 5-year rainfall event applied.
- The existing and proposed peak wastewater discharge must be estimated using the Wastewater Flow Estimation guidelines found on the City of Winnipeg website (winnipeg.ca/waterandwaste/dept/wastewaterFlow.stm), unless otherwise approved.

Additional servicing requirements are described at the following website:
winnipeg.ca/waterandwaste/dept/comDevParkLots.stm

Site Information

Address:	562 Burrows Avenue	Lot Width (feet):	32.99 feet
Roll #:	14022407000	Lot Area (square feet):	2,463 sq. ft.
Zoning:	R2 – Residential Two-Family	Potential Development:	2 units
Existing Use:	Vacant Lot		

Preliminary Planning Comments

- Vacant land ready for development of two residential units

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Additional servicing requirements are described at the following website:
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Site Information

Address:	536 Doucet Street	Lot Width (feet):	32.99 feet
Roll #:	06030813000	Lot Area (square feet):	3,423 sq. ft.
Zoning:	R2 – Residential Two-Family	Potential Development:	2 units
Existing Use:	Vacant Lot		

Preliminary Planning Comments

- Vacant land ready for development of two residential units
- Land title includes encroachment agreement for neighbouring property

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- Feeder main in front of property - could add to site servicing costs.

Additional servicing requirements are described at the following website:
winnipeg.ca/waterandwaste/dept/comDevParkLots.stm

Site Information

Address:	558 Doucet Street	Lot Width (feet):	32.99 feet
Roll #:	06030821000	Lot Area (square feet):	3,423 sq. ft.
Zoning:	R2 – Residential Two-Family	Potential Development:	2 units
Existing Use:	Vacant Lot		

Preliminary Planning Comments

- Vacant land ready for development of two residential units

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Servicing Considerations

There is adequate water servicing to support the proposed land use.

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- Feeder main in front of property - could add to site servicing costs.

Additional servicing requirements are described at the following website:
winnipeg.ca/waterandwaste/dept/comDevParkLots.stm

Site Information

Address:	560 Doucet Street	Lot Width (feet):	46.44 feet
Roll #:	06030822000	Lot Area (square feet):	4,440 sq. ft.
Zoning:	R2 – Residential Two-Family	Potential Development:	2 units
Existing Use:	Vacant Lot		

Preliminary Planning Comments

- Unpaved public lane in rear of property limits unit capacity to two units
- Land title includes grant of right of user caveat for utility
- Vacant land ready for development of two residential units

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Servicing Considerations

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Site Information

Address:	310 Dufresne Avenue	Lot Width (feet):	67.17 feet
Roll #:	06030809000	Lot Area (square feet):	6,966 sq. ft.
Zoning:	R2 – Residential Two-Family	Potential Development:	4 units
Existing Use:	Vacant Lot		

Preliminary Planning Comments

- Will require a side approach if three or four units
- Mature trees on site should be preserved if possible
- Additional units may be considered through a Conditional Use application, subject to planning review

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Site Information

Address:	(Unaddressed) Harbison Avenue E	Lot Width (feet):	41.99 feet
Roll #:	14081004100	Lot Area (square feet):	2,838 sq. ft.
Zoning:	R1-S – Residential Single-Family – Small	Potential Development:	3 units
Existing Use:	Vacant Lot		

Preliminary Planning Comments

- Vacant land ready for development of three residential units

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Additional servicing requirements are described at the following website:
winnipeg.ca/waterandwaste/dept/comDevParkLots.stm

Site Information

Address:	330 Manitoba Avenue	Lot Width (feet):	32.99 feet
Roll #:	14020481000	Lot Area (square feet):	3,484 sq. ft.
Zoning:	R2 – Residential Two-Family	Potential Development:	2 units
Existing Use:	Vacant Lot		

Preliminary Planning Comments

- Vacant land ready for development of two residential units

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Additional servicing requirements are described at the following website:
winnipeg.ca/waterandwaste/dept/comDevParkLots.stm

Site Information

Address:	284 Milton Street	Lot Width (feet):	26.4 feet
Roll #:	13090928100	Lot Area (square feet):	2,588 sq. ft.
Zoning:	R2 – Residential Two-Family	Potential Development:	2 units
Existing Use:	Vacant Lot		

Preliminary Planning Comments

- Adjacent to equal-sized lot at 288 Milton St. EOI Respondents may submit proposal for individual lot development, or combined lot development. Lots may be consolidated through Land Titles Office for additional unit capacity.
- Hydro poles may reduce potential number of parking stalls

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Site Information

Address:	288 Milton Street	Lot Width (feet):	26.4 feet
Roll #:	13090929000	Lot Area (square feet):	2,588 sq. ft.
Zoning:	R2 – Residential Two-Family	Potential Development:	2 units
Existing Use:	Vacant Lot		

Preliminary Planning Comments

- Adjacent to equal-sized lot at 284 Milton St. EOI Respondents may submit proposal for individual lot development, or combined lot development. Lots may be consolidated through Land Titles Office for additional unit capacity.
- Hydro poles may reduce potential number of parking stalls
- Mature tree should be preserved if possible

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Site Information

Address:	400 Pritchard Avenue	Lot Width (feet):	24.99 feet
Roll #:	14010132000	Lot Area (square feet):	2,686 sq. ft.
Zoning:	R2 – Residential Two-Family	Potential Development:	2 units
Existing Use:	Vacant Lot		

Preliminary Planning Comments

- Will require a tolerance variance for the lot width for a duplex (under 25 feet)

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For 529 Boyd Avenue

STATUS OF TITLE

Manitoba Land Titles Registry

Title Number	**3299594/1**
Title Status	**Accepted**
Client File	R.1.2026(65)

1. REGISTERED OWNERS, TENANCY AND LAND DESCRIPTION

THE CITY OF WINNIPEG

IS REGISTERED OWNER SUBJECT TO SUCH ENTRIES RECORDED HEREON
IN THE FOLLOWING DESCRIBED LAND:

LOT 36 BLOCK 12 PLAN 437 WLTO
IN RL 41 AND 42 PARISH OF ST JOHN

The land in this title is, unless the contrary is expressly declared, deemed to be subject to the reservations and restrictions set out in section 58 of *The Real Property Act.*

2. ACTIVE INSTRUMENTS

Instrument Type:	**Easement**
Registration Number:	**5191204/1**
Instrument Status:	**Accepted**
Registration Date:	2020-07-15
From/By:	The City of Winnipeg
To:	The Manitoba Hydro-Electric Board
Amount:	
Notes:	No notes
Description:	Statutory Easement

Instrument Type:	**Caveat**
Registration Number:	**5321967/1**
Instrument Status:	**Accepted**
Registration Date:	2021-07-22
From/By:	THE CITY OF WINNIPEG
To:	
Amount:	
Notes:	No notes
Description:	Agreement of Purchase and Sale of Land

3. ADDRESSES FOR SERVICE

The City of Winnipeg
510 Main St
Attention: Planning, Property and Development Department
Winnipeg MB
R3B 1B9

4. TITLE NOTES

No title notes

5. LAND TITLES DISTRICT

Winnipeg

6. DUPLICATE TITLE INFORMATION

Duplicate not produced

7. FROM TITLE NUMBERS

3137056/1 All

8. REAL PROPERTY APPLICATION / CROWN GRANT NUMBERS

No real property application or grant information

9. ORIGINATING INSTRUMENTS

Instrument Type:	**Transfer Of Land**
Registration Number:	**5640539/1**
Registration Date:	2024-05-21
From/By:	HOUSING OPPORTUNITY PARTNERSHIP INC.
To:	THE CITY OF WINNIPEG
Consideration:	$1.00

10. LAND INDEX

Lot 36 Block 12 Plan 437
IN RL 41 & 42, JO

CERTIFIED TRUE EXTRACT PRODUCED FROM THE LAND TITLES DATA STORAGE SYSTEM OF TITLE NUMBER 3299594/1

5191204/1 2020-07-15

Manitoba Hydro

STATUTORY EASEMENT

COW AG No. 2020-03

2147A
Rev 18 04
v1.0

Project No. 2019-1090 Agreement No. EAS-0014228 File No. SUB12967-01

MEMORANDUM OF AGREEMENT made this 6TH day of MAY 2020.

BETWEEN:

THE CITY OF WINNIPEG

(hereinafter called the "Grantor"),
OF THE FIRST PART,

- and -

THE MANITOBA HYDRO-ELECTRIC BOARD,

(hereinafter called "Manitoba Hydro"),
OF THE SECOND PART,

WHEREAS the Grantor is registered as the owner of an estate in fee simple in possession in the following described land:
LOT 36 BLOCK 12 PLAN 437 WLTO
IN RL 41 AND 42 PARISH OF ST JOHN

(hereinafter referred to as "said land");

AND WHEREAS Manitoba Hydro requires a right, licence and easement over, across, upon, under and through certain portions of said land described below:
THE NELY 4.3 METRES PERP OF LOT 36 BLOCK 12 PLAN 437 WLTO
IN RL 41 AND 42 PARISH OF ST JOHN

(hereinafter referred to as the "right-of-way");

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the sum of One Dollar ($1.00) now paid by Manitoba Hydro to the Grantor (the receipt of which is hereby acknowledged), the parties hereto covenant and agree as follows:

1. The Grantor hereby grants to Manitoba Hydro, its successors and assigns, the right, licence and easement to enter upon the right-of-way and use, excavate, construct, place, operate, inspect, maintain, repair, alter, add to and remove on, under, across, along, over, through or from the right-of-way an overhead and/or underground electric power and communication lines, cables, and related plant, equipment and facilities, together with a right of ingress and egress to and from the same and the lands adjoining the right-of-way which are now or may hereafter be owned by the Grantor.

2 The right, licence and easement hereby granted shall continue for so long as Manitoba Hydro, its successors and assigns, desire and continue to maintain and use the right-of-way.

2147A(1)
Rev 18 04

3. Upon the discontinuance of the maintenance and use of the right-of-way and of the exercise of the rights hereby granted, Manitoba Hydro will withdraw any caveats filed against said land by virtue of this agreement and without cost to the Grantor will remove all facilities and restore the right-of-way to the same condition, as far as it is practicable so to do, as the same were in prior to the entry and the use thereof by Manitoba Hydro.

4. Manitoba Hydro shall have the right to inspect and keep the right-of-way, and either side of it, free and clear of brush, trees and other growth.

5. Manitoba Hydro shall exercise the rights, licences and easements hereby granted in a careful and skillful manner so as to cause a minimum of inconvenience or damage to the Grantor, and shall make good any such damage.

6. The Grantor shall not, without the prior consent in writing of Manitoba Hydro excavate, drill, place, install, erect or permit to be excavated, drilled, placed, installed or erected on, over or under the right-of-way any pit, well, foundation, pavement, material, fence, structure or thing which will extend more than 12 feet above ground level or within 2 feet of underground cable, but otherwise the Grantor shall have the right, fully to use and enjoy the right-of-way, subject always to and so as not to interfere with the rights, licences, and easements hereby granted.

7. The rights, licences, and easements hereby granted shall be exercisable forthwith and at any and all times hereafter by Manitoba Hydro and by its servants, agents, and employees, in any manner, free and without charge.

8. Manitoba Hydro performing and observing the covenants and conditions on its part to be performed and observed shall and may hold and enjoy the rights, licences and easements hereby granted without hindrance, molestation or interruption on the part of the Grantor or of any person claiming by, through, under or in trust for, the Grantor.

9. To the extent that the burden of all rights, licences, easements, grants, covenants and agreements contained in this Agreement may run with said land, the Grantor covenants and agrees with Manitoba Hydro that the rights, licences and easements hereby granted shall enure to the benefit of Manitoba Hydro, its successors and assigns and shall be binding upon the Grantor and on the successors in title of the Grantor, the owners or occupiers for the time being of said land or any part thereof.

10. Manitoba Hydro undertakes to leave, at no cost to the City, the easement area in a good condition after any work done in connection with any rights granted herein, by adequately compacting the excavated areas in order to avoid any future subsidence and will restore the surface of the easement area and any other area disturbed by the work to the condition it was in prior to the work being done.

IN WITNESS WHEREOF the parties hereto have executed these presents.

WITNESS:

THE CITY OF WINNIPEG

Witness

Grantor per: Director of Planning, Property and Development Marc Pitlet Manager Real Estate and Land Development

Approved

M.H.E.B. Property

THE MANITOBA HYDRO-ELECTRIC BOARD

Legally Reviewed & Certified as to form:

for Director of Legal Services/City Solicitor
File No. R.8/2020(29) JA

Per:

I am an employee of the Corporation and have authority to bind same
Alec Stuart
Manager-Property and Corporate Environment Dept

AFFIDAVIT OF WITNESS

I, PETR KOMOLY, of the city of Winnipeg in the province of Manitoba, hereby affirm that:

1. I was personally present and did see Marc Pittet, the person named in the attached statutory easement instrument, sign that instrument at the city of Winnipeg in the province of Manitoba.

2. I personally know the person whose signature I witnessed.

3. The person whose signature I witnessed acknowledged to me that they:
   (a) are the person named in the attached instrument;
   (b) have attained the age of majority; and
   (c) are authorized to execute the instrument.

AFFIRMED before me at the city of Winnipeg in the province of Manitoba this 6TH day of MAY, 2020.

(1) _____
PETR KOMOLY

(3) _____
Robert Robinson
2nd Floor – 65 Garry Street
Winnipeg, MB R3C 4K4
204-986-5223

(4) _____
A Surveyor authorized to practice under "The Land Surveyors Act"

H2147A(2)
Rev 18 04

STATUTORY EASEMENT

Certificate of Title No(s):
2914481/1

Address for Service for The Manitoba Hydro-Electric Board is
22nd Floor - 360 Portage Avenue
Winnipeg, MB R3C 0G8

Manitoba Hydro References
PROJECT NO. 2019-1090
AGREEMENT NO. EAS-0014228
FILE NO. SUB12967-01

LAND TITLES OFFICE USE ONLY			
SEE ATTACHED LETTER/FAX/ADDITIONAL EVIDENCE FOR BOX(ES) _____			
Set for acceptance ☐		Fee _____ Fee adjustment _____ ☐ Extra Fee ☐ Refund	
Examined by: ☐ Fees checked ☐		**Registration No.** /	

CAVEAT e10.2

5321967/1 2021-07-22

The Property Registry
A Service Provider for the Province of Manitoba

1. AGENT

☐ This caveat will be signed by an agent

2. CAVEATOR

☐ Individual ⓘ Full legal name required

☐ Corporation

☑ Government and Government Agency

Name

The City of Winnipeg [+] [-]

Address for Service

510 Main Street

City	Province	Country	Postal Code
Winnipeg	Manitoba	Canada	R3B 1B9

☐ The Public Guardian and Trustee of Manitoba notice under s.18(1) of *The Public Guardian and Trustee Act*

☐ Executor, Administrator, Trustee

3. ESTATE OR INTEREST IN LAND CLAIMED

Estate or Interest in Land Claimed

Agreement of Purchase and Sale of Land [+] [-]

4. BASIS FOR CLAIM

OFFER TO PURCHASE made in writing by Housing Opportunity Partnership Inc. (the "Purchaser") on the 11th day of May, 2021, to and accepted on the 10th day of June, 2021 by The City of Winnipeg (the "Vendor"), whereby the Purchaser offered to purchase and the Vendor agreed to sell the within described land upon certain conditions therein contained, including but not limited to the Vendor's reversionary interest in the within described land and the obligation on the part of the Purchaser to convey the same to the Vendor should the Purchaser fail to meet its obligations to build or complete development on the within described land within two (2) years of the transfer of title.

☐ Copy of agreement or supporting documents attached

5. LEGAL DESCRIPTION

Land 1 [+] [-]

For your protection, ensure the following before signing:

1. The exact image and the barcode below, are present on all pages.

2. The 32 character control number below is present and identical on all pages.

8EC6-0237-2DF7-46B6-8410-03F9-B17B-CA53

3. All 2 Caveat content pages are present.

Do not alter or staple this form

◉ All or part of a title

◯ Current title number ◉ Issuing from title number

issuing/1 ◉ All ◯ Part

Land Description

LOT 36 BLOCK 12 PLAN 437 WLTO IN RL 41 AND 42 PARISH OF ST JOHN

◯ All units in a condominium plan

◯ All lots, blocks and parcels in a plan

Names of all registered owners. Indicate if their interests are affected:

☑ All registered owners' interests are affected

◯ Individual ◉ Corporation ◯ Government and Government Agency ◯ Estate ◯ Religious Society ◯ Cemetery Trust

Corporation Name

Housing Opportunity Partnership Inc. ☑ Interests Affected + -

6. AFFECTED INSTRUMENT

No Instrument can be affected by the selected interests.

7. *THE FARM LANDS OWNERSHIP ACT* EVIDENCE

The Farm Lands Ownership Act evidence is not required.

8. INSTRUMENT PREPARED BY

Given Name: Yuliya | Middle Names: Volodymy | Surname: Pisotsky | Suffix:

Company: The City of Winnipeg

Telephone + 1 204 9862631 Extension: | E-Mail: ypisotsky@winnipeg.ca

File Number: R.1/2021(316) | Description: 476 Burrows Avenue

Unlock Form and Remove Signature Pages

Once you have clicked the Lock Form and Create Signature Pages button, you will not be able to change the registration form. You will be able to fill in certain areas in the signature pages before printing.

If you want to change the registration form once the signature pages have been created, you must click the Unlock Form and Remove Signature Pages button. If you do this, you will lose all changes made to the signature pages. Any signature pages already printed will be invalid and will have to be regenerated, reprinted and, where they have already been signed, resigned.

For your protection, ensure the following before signing:

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   8EC6-0237-2DF7-46B6-8410-03F9-B17B-CA53
3. All 2 Caveat content pages are present.

Do not alter or staple this form

CAVEAT e10.2

The Property Registry
A Service Provider for the Province of Manitoba

SIGNATURES AND EVIDENCE

1. I am signing this caveat on behalf of the caveator and the statements made in this caveat are true in substance and fact.
2. I personally believe the caveator has a good and valid claim upon the within land.
3. This caveat is not filed for the purpose of delaying or embarrassing any person.
4. To the best of my knowledge, this caveat is not being filed for the purpose of giving notice of a disposition that is prohibited by section 4 of *The Homesteads Act*.
5. Additional evidence

I have the authority to sign pursuant to delegations under the Execution of Documents By-law No. 78/2015.

Signature		Date	
Name	Wolfgang Tiegs		*(YYYY-MM-DD)*
Position	Solicitor		
Caveator	The City of Winnipeg		

By virtue of section 194 of *The Real Property Act*, any statement set out in this document and signed by the party making the statement has the same effect and validity as an oath, affidavit, affirmation or statutory declaration given pursuant to *The Manitoba Evidence Act*.

SINGULAR INCLUDES PLURAL AND VICE VERSA WHERE APPLICABLE. In this document "I" or "me" is to be read as including all caveators whether individual or corporate.

For your protection, ensure the following before signing:

1. The exact image and the barcode below, are present on all pages.
2. The 32 character control number below is present and identical on all pages.

   8EC6-0237-2DF7-46B6-8410-03F9-B17B-CA53
3. All 2 Caveat content pages are present.

Do not alter or staple this form

Sarah Zaborniak

From: Sarah Zaborniak
Sent: July 27, 2021 5:47 PM
To: cschultz@tdslaw.com
Subject: 0185311 CP

Your File No. 0185311 CP

Please be advised that a registration filed by your office at Teranet Manitoba has been examined and has been found to contain errors or deficiencies that prevent the completion of the registration process.

Below, we've provided full particulars of the document in question including the nature of the problem or problems, an explanation of what will be required to fix the problem(s), together with contact information.

Particulars of Deficient Instrument(s)

Instrument registration number:	**5321967/1**
Instrument type:	**Caveat**
From/by:	**THE CITY OF WINNIPEG**
To:	
Deficiencies:	**Signature page incorrect-security codes do not match.**

To correct the above, please submit a correction letter and/or a Form 30 following the guidelines within our Correction Policy.

If a duplicate title is outstanding, please address this in one of the following ways:

- The duplicate title can be sent to Teranet Manitoba in an envelope marked to my attention;
- An **Affidavit of Destroyed Duplicate Title**, along with a copy of the duplicate title can be scanned and emailed to this email address;
- An **Affidavit of Lost Title** can be scanned and emailed to this email address

If the above deficiencies have not been corrected within two weeks from the date of this email, the above described instrument(s) may be rejected.

CAVEAT e10.2

The Property Registry
A Service Provider for the Province of Manitoba

SIGNATURES AND EVIDENCE

1. I am signing this caveat on behalf of the caveator and the statements made in this caveat are true in substance and fact.
2. I personally believe the caveator has a good and valid claim upon the within land.
3. This caveat is not filed for the purpose of delaying or embarrassing any person.
4. To the best of my knowledge, this caveat is not being filed for the purpose of giving notice of a disposition that is prohibited by section 4 of *The Homesteads Act*.
5. Additional evidence

I have the authority to sign pursuant to delegations under the Execution of Documents By-law No. 78/2015.

Signature	W. Tiegs	Date	2021-07-28
Name	Wolfgang Tiegs		*(YYYY-MM-DD)*
Position	Solicitor		
Caveator	The City of Winnipeg		

By virtue of section 194 of *The Real Property Act*, any statement set out in this document and signed by the party making the statement has the same effect and validity as an oath, affidavit, affirmation or statutory declaration given pursuant to *The Manitoba Evidence Act*.

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8EC6-0237-2DF7-46B6-8410-03F9-B17B-CA53

3. All 2 Caveat content pages are present.

Do not alter or staple this form

OFFER TO PURCHASE

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

Lot 36 Block 12 Plan 437 WLTO RL Lot 41 and 42 Parish of St John shown bordered, shaded and identified as "Subject City Property-529 Boyd Avenue Area: 287.9 m2+/- (3,099 ft2+/-) on a drawing on file in the City's Planning, Property and Development Department as Misc. Plan No. 15451.

(hereinafter called the "Lands")

for the sum of one dollar ($1.00) cash (the "Purchase Price"), , and upon the following terms and conditions:

1. Payment:

   (1) Attached to this Offer is the Purchaser's certified cheque, bank draft or money order payable to "The City of Winnipeg" in the amount of One dollar ($1.00), which sum shall be applied to the Purchase Price if the sale is approved by the City's Standing Policy Committee on Property and Development, Heritage and Downtown Development and/or City Council (in the event that Council approval is required) and/or its delegated authority (hereinafter called the "Date of Approval").

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

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

   (1) the Date of Approval; or

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

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

3. The Lands are presently owned by The City of Winnipeg and are therefore tax-exempt to the extent provided for under the provisions of *The Municipal Assessment Act*, C.C.S.M. c. M226. The Lands will no longer be tax-exempt to the extent presently provided for under the provisions of *The Municipal Assessment Act* on and after the Date of Closing, Possession and Adjustments or the transfer of title, whichever is the earlier. The Purchaser is responsible for payment of the taxes applicable to the Lands on and after the Date of Closing, Possession and Adjustments or transfer of title, whichever is the earlier, and will be sent a statement of, and demand for payment of, taxes in accordance with the provisions of *The Municipal Assessment Act* and *The City of Winnipeg Charter*, S.M. 2002 c. 39. All adjustments of other taxes, levies and charges,

and other adjustments, if any, will be made as at the Date of Closing, Possession and Adjustments.

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

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

(1) The Purchaser agrees to pay to the City all G.S.T. applicable on the sale of the Lands or, if the Purchaser is a registrant under the G.S.T. legislation, the Purchaser shall advise the City in writing of its registration number. The G.S.T. is to be paid, or the registration number provided, to the City on or before the Date of Closing, Possession and Adjustments or the date the balance of monies is paid to the City, whichever is the earlier.

(2) If the Purchaser fails to pay the G.S.T. or fails to provide his registration number as prescribed in Sub-clause (1) of this Clause, the Purchaser agrees that all of the Purchaser's rights and interests in respect of the Lands shall, at the City's sole discretion, be fully ended without notice or any formality and all monies paid to the City by the Purchaser shall be retained by the City free from every claim.

6. The Purchaser will obtain possession of the Lands at the Purchaser's own expense, which includes, without limiting the generality of the foregoing, obtaining their own Surveyor's Building Location Certificates, Surveyor's Staking Certificates, and Zoning Memorandum and in connection therewith acknowledges and is aware that the City does not provide Declarations as of Possession.

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

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

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

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

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

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

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

12. The Purchaser acknowledges and agrees that:

(1) The sale of the Lands shall be subject to any easement which may be required by a public utility, including, but not limited to, The Manitoba Hydro-Electric Board, Bell MTS Inc., Centra Gas (Manitoba) Inc., Shaw Cablesystems Limited, or the City, and/or any of their respective successors and/or other utilities for the maintenance of existing and future facilities together with the right to enter upon the Lands at any time, with or without equipment, for said purposes and subject to the Purchaser covenanting not to erect or cause to be erected upon the easement area any building or structure without the prior written consent of the public utility or the City requiring such easement.

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

(3) Any removal or relocation of a public utility as a result this transaction will be at the expense of the Purchaser. Information on electrical and gas service to new subdivisions can be obtained from the local Manitoba Hydro District Office.

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

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

13. The Purchaser acknowledges and agrees that:

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

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

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

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

14. Environmental Site Assessment:

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

(2) In the event the Purchaser, at its sole cost, conducts or causes to be conducted an environmental site assessment and/or soil testing of the Lands, the Purchaser shall:

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

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

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

(d) Indemnify and save harmless the City from and against all damages and claims arising out of or in any way attributable to the conduct of any such environmental site assessment and/or soil testing; and

(e) Provide copies of any such environmental site assessment and/or report concerning soil testing of the said Lands to the City for its own use, at no cost to the City, no later than ninety (90) days from the Date of Approval, but in any event prior to the Date of Closing, Possession and Adjustments.

(3) In the event it is determined that, as a result of the environmental site assessment and/or soil testing conducted under Sub-clause (2), contamination levels exceed provincial environmental standards for the intended use of the Lands and documentation to that effect is produced to the City within ninety (90) days following the Date of Approval, but in any event prior to the Date of Closing, Possession and Adjustments, the City, at its sole option, shall be entitled to:

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

(b) Cancel the sale and return all monies paid in respect of the proposed sale by the Purchaser to that date, provided that the Purchaser shall have first satisfied all conditions of this Clause.

(4) If the City has not been advised of any non-compliance of the Lands with provincial environmental standards within ninety (90) days from the Date of Approval, or in any event, before the Date of Closing, Possession and Adjustments, the Purchaser agrees to complete its purchase as herein contemplated and to indemnify the City against any and all claims arising from, or in any way connected with, the existence of contaminants of any kind on the Lands.

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

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

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

(2) Any information supplied to the Purchaser by the City or its agents or representatives is and was supplied without any representation or warranty, and that the responsibility for verification of any such information shall be the responsibility of the Purchaser. Any error or discrepancy in the description or in the dimensions of the Lands as contained herein shall not entitle the Purchaser to any compensation in respect thereof nor shall it entitle the Purchaser to the cancellation of this Offer;

(3) The Purchaser is purchasing the Lands on an "as is", "where is" basis and that the Lands are deemed to be taken by the Purchaser at the Purchaser's own risk with all faults and imperfections whatsoever. The Purchaser agrees with the City that the application of "Buyer Beware" shall apply to this Offer in the strictest meaning;

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

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

(a) The quality or condition of the Lands;

(b) The dimensions or area of the Lands;

(c) The value of the Lands;

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

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

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

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

(h) Existing structures on or in the Lands;

(i) Servicing; and

(j) Unregistered interests that may affect the Lands.

16. The Purchaser acknowledges and agrees

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

2) If the Lands are not built on or development is not completed within two (2) years of the transfer of title, then the Purchaser acknowledges and agrees that the Lands will revert back to the City, free and clear of all exceptions, registrations, and encumbrances expressed or implied on title except for Caveat No. 5191204/1;

3) The Purchaser agrees to provide the City, on or before the Date of Closing, Possession and Adjustments with a Quit Claim and a Transfer of Land transferring the Lands back to the City free and clear of all exceptions, registrations, and encumbrances expressed or implied on title except for Caveat No. 5191204/1. Upon the Lands being built on or development being completed within two (2) years of the transfer of title, and upon written request of the Purchaser therefor, the City shall, within a reasonable period of time thereafter, return to the Purchaser the said Quit Claim and a cancelled Transfer of Land.

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

18. The Purchaser acknowledges and agrees that lot grading must meet the requirements of the City's Lot Grading By-law 7294/98. The Purchaser is advised to consult with the City's Water and Waste Department to confirm the lot grading requirements for the Purchaser's intended development.

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

(1) If new sewer and/or water lot-line connections must be installed, installation is subject to the review and approval of the City's Water and Waste Department and installation and costs of same are to be borne by the Purchaser. The Purchaser must repair any damage made to the sodded boulevards abutting the Lands during construction as soon as practicable and maintain same and shall pay the cost thereof and shall also restore the boulevard to the proper grade.

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

21. The Purchaser is hereby advised that soil conditions in Winnipeg are of the glacial till variety which are composed of lacustrine clays with silt intrusions. The Purchaser shall be responsible for any increased costs of development due to this random stratification.

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

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

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

25. The Purchaser shall have the right to nominate, assign, transfer or convey its rights, obligations and interests under this Offer, in writing, to any person, firm or corportration subject to the consent of the Director.

(1) Any such nominee or assignee shall thereupon be bound to observe, keep and perform all of the covenants, obligations, terms and conditions of the Purchaser hereunder, and to enter into any and all documents contemplated herein as if such nominee or assignee had originally executed this Offer.

(2) Any such nomination, assignment, transfer or conveyance shall not relieve the Purchaser of its obligation for the full observance and performance of the covenants, obligations, terms and conditions herein contained.

(3) No nomination, assignment, transfer or conveyance shall be valid unless the Purchaser and the nominee or assignee deliver to the City a copy of an Assignment Agreement duly executed by the Purchaser and the nominee or assignee within ten (10) days following the execution of such Assignment Agreement, but in any event, prior to the Date of Closing, Possession and Adjustments. This Assignment Agreement shall include the following conditions:

(a) A covenant of the nominee or assignee to assume all of the Purchaser's covenants, duties and obligations under this Offer and for the full observance and performance of the covenants, terms and conditions contained herein; and

(b) If the nominee or assignee is a firm or corporation, the shareholders of the Purchaser shall be the majority shareholders of any such nominee or assignee.

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

27. The word "Purchaser" shall have a plural meaning in the event that more than one party is making this Offer, and the masculine shall mean the feminine or neuter as the case may be.

28. The parties hereto shall and will at all times and from time to time hereafter and upon every reasonable written request so to do, both before and after the Date of Closing, Possession and Adjustments, make, do, execute, deliver or cause to be made, done, executed and delivered any and all such further acts, deeds, assurances and things as may be required for more effectually implementing and carrying out the true intent and meaning of this Offer.

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

EXECUTION PAGES TO FOLLOW

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

HOUSING OPPORTUNITY PARTNERSHIP C/O 1240 PORTAGE AVE, WPG
Name (Please Print) Address

204-783-1642
Telephone Number

Purchaser's Registration No. (G.S.T.) BN 886467562 RT0001

IN WITNESS WHEREOF the Purchaser has signed this document in

Winnipeg, Manitoba, this 11th day of May, 2021

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

Box 1

Witness _____ Purchaser _____

Witness _____ Purchaser _____

Box 2

Witness _____ Per: _____ Purchaser

Name & Title of Authorized Signature:
LORI THORSTEINSON
H.O.P. (PRESIDENT)
(Please Print)

Witness _____ Per: _____ Purchaser

Name & Title of Authorized Signature:
Linda Ring
Vice President, H.O.P.
(Please Print)

I/We Have the Authority to Bind the Corporation

ACCEPTED this 10 **day of** June, **20**21

THE CITY OF WINNIPEG

Per: _____
for Director of Planning, Property and Development

Reviewed as to Business Terms:

"Jullian Roberts (June 2, 2021)"
Planning, Property and Development

Certified as to Legal Description:

"Donald Bourgeois (June 8, 2021)"
Planning, Property and Development
Geomatics and Land Information Services

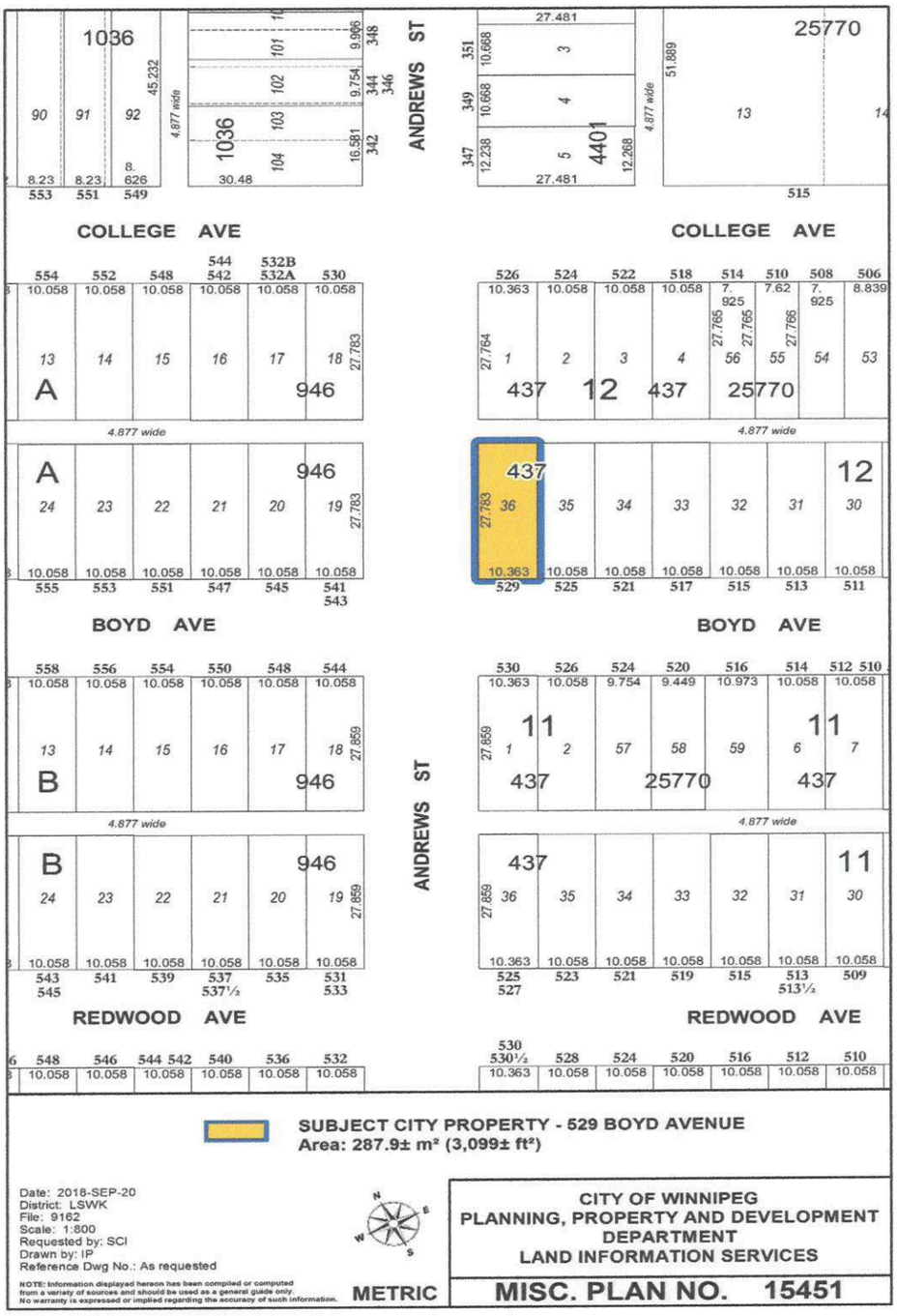
Approved as to Financial Detail:

"Mike McGinn (June 2, 2021)"
for Chief Financial Officer

Legally Reviewed and Certified as to Form:

"Wolfgang Tiegs (June 2, 2021)"
for Director of Legal Services/City Solicitor

SCHEDULE A


ANDREWS ST
COLLEGE AVE
COLLEGE AVE
BOYD AVE
BOYD AVE
REDWOOD AVE
REDWOOD AVE
4.877 wide
SUBJECT CITY PROPERTY - 529 BOYD AVENUE
Area: 287.9± m² (3,099± ft²)
Date: 2018-SEP-20
District: LSWK
File: 9162
Scale: 1:800
Requested by: SCI
Drawn by: IP
Reference Dwg No.: As requested
NOTE: Information displayed hereon has been compiled or computed from a variety of sources and should be used as a general guide only. No warranty is expressed or implied regarding the accuracy of such information.
METRIC
CITY OF WINNIPEG
PLANNING, PROPERTY AND DEVELOPMENT DEPARTMENT
LAND INFORMATION SERVICES
MISC. PLAN NO. 15451

For 562 Burrows Avenue

STATUS OF TITLE

Manitoba Land Titles Registry

Title Number	**3297765/1**
Title Status	**Accepted**
Client File	R.1.2026(65)

1. REGISTERED OWNERS, TENANCY AND LAND DESCRIPTION

THE CITY OF WINNIPEG

IS REGISTERED OWNER SUBJECT TO SUCH ENTRIES RECORDED HEREON
IN THE FOLLOWING DESCRIBED LAND:

LOT 505 PLAN 28 WLTO (W DIV)
EXC: THE SLY 8 FEET
IN RL 39 PARISH OF ST JOHN

The land in this title is, unless the contrary is expressly declared, deemed to be subject to the reservations and restrictions set out in section 58 of *The Real Property Act.*

2. ACTIVE INSTRUMENTS

No active instruments

3. ADDRESSES FOR SERVICE

The City of Winnipeg
3-185 King Street
Winnipeg MB
R3B 1J1

4. TITLE NOTES

No title notes

5. LAND TITLES DISTRICT

Winnipeg

6. DUPLICATE TITLE INFORMATION

Duplicate not produced

7. FROM TITLE NUMBERS

2381726/1 All

8. REAL PROPERTY APPLICATION / CROWN GRANT NUMBERS

No real property application or grant information

9. ORIGINATING INSTRUMENTS

Instrument Type:	**Transmission Of Land**
Registration Number:	**5636437/1**
Registration Date:	2024-05-06
From/By:	The City of Winnipeg
To:	
Amount:	

10. LAND INDEX

Lot 505 Plan 28
RL 39 JO (W DIV) EXC SLY 8 FT

CERTIFIED TRUE EXTRACT PRODUCED FROM THE LAND TITLES DATA STORAGE SYSTEM OF TITLE NUMBER 3297765/1

For 536 Doucet Street

STATUS OF TITLE

Manitoba Land Titles Registry

Title Number	**1634608/1**
Title Status	**Accepted**
Client File	R.1.2026(65)

1. REGISTERED OWNERS, TENANCY AND LAND DESCRIPTION

THE CITY OF WINNIPEG

IS REGISTERED OWNER SUBJECT TO SUCH ENTRIES RECORDED HEREON IN THE FOLLOWING DESCRIBED LAND:

LOT 6 BLOCK 10 PLAN 1507 WLTO
IN LOT 313 ROMAN CATHOLIC MISSION PROPERTY

The land in this title is, unless the contrary is expressly declared, deemed to be subject to the reservations and restrictions set out in section 58 of *The Real Property Act.*

2. ACTIVE INSTRUMENTS

Instrument Type:	**Caveat**
Registration Number:	**1789371/1**
Instrument Status:	**Accepted**
Registration Date:	1994-04-29
From/By:	MARGUERITE SIMONE GOKMEN
To:	BY AGENT: ALAIN L.J. LAURENCELLE
Amount:	
Notes:	No notes
Description:	EASEMENT AGREEMENT

3. ADDRESSES FOR SERVICE

CITY OF WINNIPEG (LAW)
3RD FLOOR
185 KING ST.
WINNIPEG MB
R3B 1J1

4. TITLE NOTES

No title notes

5. LAND TITLES DISTRICT

Winnipeg

6. DUPLICATE TITLE INFORMATION

Duplicate not produced

7. FROM TITLE NUMBERS

1297161/1 All

8. REAL PROPERTY APPLICATION / CROWN GRANT NUMBERS

No real property application or grant information

9. ORIGINATING INSTRUMENTS

Instrument Type:	**Report On Title**
Registration Number:	**2360021/1**
Registration Date:	1999-03-22
From/By:	THE CITY OF WINNIPEG
To:	
Amount:	

10. LAND INDEX

Lot 6 Block 10 Plan 1507
LOT 313 RC

CERTIFIED TRUE EXTRACT PRODUCED FROM THE LAND TITLES DATA STORAGE SYSTEM OF TITLE NUMBER 1634608/1

For 536 Doucet Street

LTO USE ONLY	
CERTIFICATE OF REGISTRATION Registered this date 29 apr 94 as No. 1789371 I certify that the within instrument was registered in the Land Titles Office and entered on Certificate of Title No. 1166541 Deputy or Assistant District Registrar New Certificate of Title No.	Caveat ALL FEES APR 29 1994 LAND TITLES OFFICE WINNIPEG, MAN.

1789371

See inside L.

Caveat

APPROVED AS TO FORM - REGISTRAR GENERAL - 91/01/24 - Where an instrument is registered that does not conform with the form of the instrument prescribed by regulation, the Registrar General and the District Registrar disclaim liability for loss resulting from the non-conformance.

Manitoba Justice Land Titles

District of WINNIPEG 1789371

1. **CAVEATOR(S)** (include address and postal code)
I ~~(We),~~ MARGUERITE SIMONE GÖKMEN, 534 Doucet Street, Winnipeg, Manitoba, R2J 0M7

claim an interest in the following land or mortgage, and I forbid the registration of any instrument affecting this interest unless such instrument be expressed to be subject to my claim.

2. **PARTICULARS OF ESTATE OR INTEREST CLAIMED**
by virtue of an Agreement in writing between Joseph William Brisson, the Grantor, and Marguerite Simone Gökmen, the Grantee, dated the 21st day of April, 1994, wherein the Grantor granted unto the Grantee an easement over part of Parcel I and serving Parcel II

(as set forth in an instrument hereto attached) [A] "ENCROACHMENT AGREEMENT"

3. **LAND** (description)
Parcel I - Lot 6, Block 10, Plan 1507 WLTO in Lot 313, RCMP Servient CT. 1297161
Parcel II - Lot 5, Block 10, Plan 1507 WLTO in Lot 313, RCMP Dominant CT. 1354004

TITLE NUMBER(S) ~~1166541~~, 1297161 1354004 **MORTGAGE NUMBER(S)**
**if additional room required, attach schedule*

4. **NAME AND ADDRESS OF REGISTERED OWNER(S) FOR SERVICE** (include postal code)
Joseph William Brisson, 536 Doucet Street R2J 0M7

**if additional room required, attach schedule*

5. **ADDRESS OF CAVEATOR(S) FOR SERVICE** (include postal code)
Same as above

6. **SIGNATURE OF CAVEATOR(S)**
1. That I ~~(we)~~ am ~~(are)~~ the ~~within~~ Solicitor and (Agent of ~~or~~ the Caveators) and the statements herein are true in substance and in fact.
2. The said Caveator~~(s)~~ has ~~(have)~~ a good and valid claim upon the within land, and this caveat is not filed for the purpose of delaying or embarassing any person.

Marguerite Simone Gökmen by her solicitor and agent, Alain L.J. Laurencelle

Alain L.J. Laurencelle (Name) Per: (Signature)

(Name) (Signature)

DATE Y M D: 94 04 28

7. **EVIDENCE -- FARM LANDS OWNERSHIP ACT S.M. 1982-83-84 C. 22 where applicable**
BY VIRTUE OF [ ] Agreement to Purchase [ ] Lease [ ] Loan [ ] Option to Purchase

FARM LANDS EVIDENCE

~~1. Declaration under The Farm Lands Ownership Act enclosed; or~~
2. The within lands are not farm lands within the definition of section 1(1) of The Farm Lands Ownership Act; or
~~3. The within farm lands are exempt by Regulation 211/84 of The Real Property Act, ie. are 5 acres or less; or~~
~~4. The within farm lands are exempt from The Farm Lands Ownership Act by section 85(13) of The Real Property Act.~~
~~Particulars:~~
* *strike out inappropriate statement(s) and initial*

Marguerite Simone Gökmen by her solicitor and agent, Alain L.J. Laurencelle

Alain L.J. Laurencelle (Name) Per: (Signature)

~~Solicitor~~ Agent (Name) (Signature)

DATE Y M D: 94 04 28

8. **INSTRUMENT PRESENTED FOR REGISTRATION BY,** including address and postal code
Marguerite Simone Gökmen, 534 Doucet Street, Winnipeg, Manitoba, R2J 0M7

IMPORTANT NOTICE: By virtue of Section 194 of The Real Property Act, any statement set out in this document and signed by the party making the statement has the same effect and validity as an oath, affidavit, affirmation or statutory declaration given pursuant to The Manitoba Evidence Act.

SCHEDULE A

Easement Agreement between Joseph William Brisson, the grantor, and Marguerite Simone Gökmen, the grantee, dated April 21, 1994

This Schedule forms part of CAVEAT

From JOSEPH WILLIAM BRISSON To MARGUERITE SIMONE GÖKMEN

Dated this 28th day of APRIL 1994

Signature
MARGUERITE SIMONE GÖKMEN

Signature

Schedule "A"

THIS AGREEMENT made in triplicate this 21 day of April, A.D. 1994.

BETWEEN;

JOSEPH WILLIAM BRISSON

of the City of Winnipeg, in Manitoba,

(hereinafter called the "Grantor"),

OF THE FIRST PART,

- and -

MARGUERITE SIMONE GOKMEN

of the City of Winnipeg, in Manitoba,

(hereinafter called the "Grantee"),

OF THE SECOND PART.

WHEREAS the Grantor is the registered owner of the lands legally described as follows:

Lot 6, Block 10, Plan 1507, WLTO in Lot 313, R.C.M.P.
536 Doucet St., WINNIPEG, MB

(hereinafter called the "Grantor's land");

AND WHEREAS the Grantee is the registered owner of the lands legally described as follows:

Lot 5, Block 10, Plan 1507, WLTO in Lot 313, R.C.M.P.
534 Doucet St., WINNIPEG, MB

(hereinafter called the "Grantee's lands");

AND WHEREAS by virtue of the location of a shed wall which encroaches a maximum of 1.95 feet, a fence which encroaches a maximum of 1.95 feet and a concrete pad which encroaches a maximum of 1.4 feet (the "Encroachment") all located on the

Grantor's property, as shown on a Plan of Survey dated April 15, 1994, prepared by POLLOCK & WRIGHT and a copy is attached hereto as Schedule "A", by reason whereof the Grantee requires an easement over that part of the Grantor's land to permit the Encroachment;

AND WHEREAS in consequence of the foregoing, the Grantee has requested the Grantor to grant a right, licence and easement over those portions of the Grantor's land hereinbefore described, on the terms and subject to the conditions hereinafter set forth, for the purposes hereinbefore recited;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the sum of One ($1.00) Dollar now paid by the Grantee to the Grantor, the receipt of whereof is hereby acknowledged and in further consideration of the mutual covenants hereinafter contained, the parties hereto covenant and agree as follows:

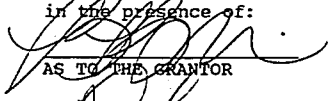
1. The Grantor grants to the Grantee for the term of this Agreement the right, licence, and easement over that portion of the land described in the preamble hereto, to allow the Encroachment located on the Grantee's land to encroach into the Grantor's land to a maximum of 1.95 feet.

2. This Agreement shall be in full force and effect so long as there shall be situate, from time to time, the Encroachment which is the subject of this Agreement. In the event the Encroachment is removed, destroyed or otherwise torn down by the Grantee, this Agreement shall be terminated and the Grantee shall have no residual rights whatsoever in the Grantor's lands or premises.

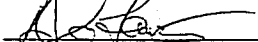
3. To the intent that the burden of all rights, licences, easements, and covenants herein contained shall run with and bind the Grantor's land and to the intent that the benefit of the rights, licences, easements and covenants shall be annexed to and run with the Grantee's land, it is agreed that the rights, licences, easements and covenants herein contained shall be binding upon and enure to the benefit of the parties hereto and their respective successors in title and assigns and any owner or occupier, from time to time, of the Grantor's land and the Grantee's land and as such the Grantee may register notice of this agreement against the Grantor's land.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first above written.

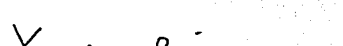
SIGNED, SEALED AND DELIVERED in the presence of:



AS TO THE GRANTOR



AS TO THE GRANTEE



JOSEPH WILLIAM BRISSON

MARGUERITE SIMONE GOKMEN

/home/kimr/real-est/thom.eas

POLLOCK & WRIGHT
LAND SURVEYORS

A. G. DRONER, M.L.S., C.L.S.
G. J. LANDERVILLE, M.L.S.
L. H. McLAUGHLIN, M.L.S.

Telephone 943-1557 Fax 943-8024
Toll Free 1-800-563-8036

Main Office:
204 - 379 Broadway
Winnipeg, Manitoba
R3C 0T9

Wednesdays: 9:00 to 5:00
Civic Centre, Room 305
Winkler, Manitoba
R6W 4J7
Tel: 325-4615

Carla

This is Schedule "A" to an Easement Agreement between Joseph William Brisson, grantor, and Marguerite Simone Gokmen, grantee, dated April 21, 1994.

SURVEYOR'S BUILDING LOCATION CERTIFICATE

April 15th, 1994

Taylor, McCaffrey
Barristers and Solicitors
10th Floor - 400 St. Mary Avenue
Winnipeg, Manitoba
R3C 4K5

Dear Sir:

RE: Lot 5, Block 10, Plan 1507 WLTO
in Lot 313, Roman Catholic Mission Property

Certificate of Title: 1166541

Registered Owner: Diana Rosalyn Thomlison

Encumbrances: Instrument Nos. 1586326 and 87-38569 are registered against the above Certificate of Title.

This is to certify that I have made the necessary measurements to determine the position of a one and one-half storey dwelling numbered 534 on the South side of Doucet Street in the City of Winnipeg and find that the same above ground level is contained entirely within the limits of the above described land.

The shed appurtenant to the said dwelling is contained entirely within the limits of the above described land, except for the Easterly wall thereof which encroaches onto the adjacent property to the East a distance of 1.95 feet.

There are no encroachments above ground level onto the above described land by buildings from adjoining properties.

Please note the position of the concrete pad and the fence on Doucet Street.

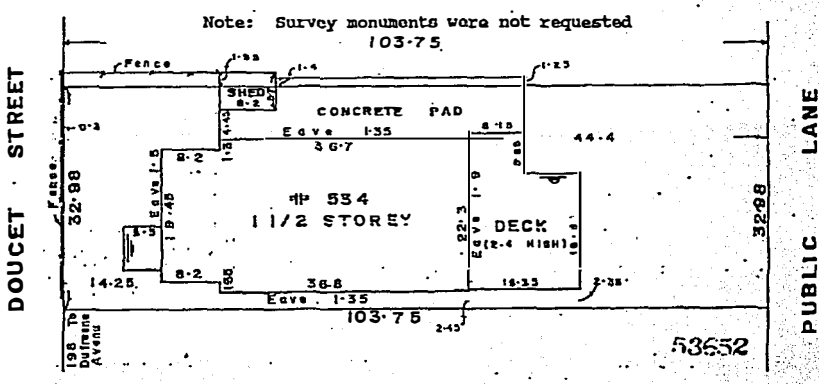
This survey was made on the 15th day of April, 1994.

L. McLaughlin, M.L.S.

(c) Pollock & Wright Land Surveyors, 1994. All rights reserved.
No person may copy, reproduce, transmit, or alter this document and no person may distribute or store copies of this document, in whole or in part.

SKETCH

Note: Survey monuments were not requested



For 558 Doucet Street

STATUS OF TITLE

Manitoba Land Titles Registry

Title Number **1799439/1**
Title Status **Accepted**
Client File R.1.2026(65)

1. REGISTERED OWNERS, TENANCY AND LAND DESCRIPTION

THE CITY OF WINNIPEG

IS REGISTERED OWNER SUBJECT TO SUCH ENTRIES RECORDED HEREON IN THE FOLLOWING DESCRIBED LAND:

LOT 14 BLOCK 10 PLAN 1507 WLTO
IN RL 313 ROMAN CATHOLIC MISSION PROPERTY

The land in this title is, unless the contrary is expressly declared, deemed to be subject to the reservations and restrictions set out in section 58 of *The Real Property Act.*

2. ACTIVE INSTRUMENTS

No active instruments

3. ADDRESSES FOR SERVICE

CITY OF WINNIPEG (LAW)
3RD FLOOR
185 KING ST.
WINNIPEG MB
R3B 1J1

4. TITLE NOTES

No title notes

5. LAND TITLES DISTRICT

Winnipeg

6. DUPLICATE TITLE INFORMATION

Duplicate not produced

7. FROM TITLE NUMBERS

G72702/1 All

8. REAL PROPERTY APPLICATION / CROWN GRANT NUMBERS

No real property application or grant information

9. ORIGINATING INSTRUMENTS

Instrument Type:	**Request Electronic Title Conversion**
Registration Number:	**2588189/1**
Registration Date:	2001-04-18
From/By:	WINNIPEG LAND TITLES OFFICE - CONVERSIONS
To:	
Amount:	

10. LAND INDEX

Lot 14 Block 10 Plan 1507
LOT 313 RC

CERTIFIED TRUE EXTRACT PRODUCED FROM THE LAND TITLES DATA STORAGE SYSTEM OF TITLE NUMBER 1799439/1

For 560 Doucet Street

STATUS OF TITLE

Title Number **1857297/1**
Title Status **Accepted**
Client File R.1.2026(65)

Manitoba Land Titles Registry

1. REGISTERED OWNERS, TENANCY AND LAND DESCRIPTION

THE CITY OF WINNIPEG

IS REGISTERED OWNER SUBJECT TO SUCH ENTRIES RECORDED HEREON IN THE FOLLOWING DESCRIBED LAND:

LOT 15 BLOCK 10 PLAN 1507 WLTO
IN LOT 313 ROMAN CATHOLIC MISSION PROPERTY

The land in this title is, unless the contrary is expressly declared, deemed to be subject to the reservations and restrictions set out in section 58 of *The Real Property Act.*

2. ACTIVE INSTRUMENTS

Instrument Type:	**Caveat**
Registration Number:	**2924709/1**
Instrument Status:	**Accepted**
Registration Date:	2003-11-28
From/By:	CENTRA GAS MANITOBA INC.
To:	W. BRUCE MACFARLANE, AS AGENT
Amount:	
Notes:	No notes
Description:	GRANT OF RIGHT OF USER

3. ADDRESSES FOR SERVICE

CITY OF WINNIPEG (LAW)
3RD FLOOR
185 KING ST.
WINNIPEG MB
R3B 1J1

4. TITLE NOTES

No title notes

5. LAND TITLES DISTRICT

Winnipeg

6. DUPLICATE TITLE INFORMATION

Duplicate not produced

7. FROM TITLE NUMBERS

G40540/1 All

8. REAL PROPERTY APPLICATION / CROWN GRANT NUMBERS

No real property application or grant information

9. ORIGINATING INSTRUMENTS

Instrument Type:	**Request Electronic Title Conversion**
Registration Number:	**2691233/1**
Registration Date:	2002-02-20
From/By:	WINNIPEG LAND TITLES OFFICE - CONVERSION
To:	
Amount:	

10. LAND INDEX

Lot 15 Block 10 Plan 1507
LOT 313 RC

CERTIFIED TRUE EXTRACT PRODUCED FROM THE LAND TITLES DATA STORAGE SYSTEM OF TITLE NUMBER 1857297/1

For 560 Doucet Street

CAVEAT

AFFIDAVIT OF SUBSCRIBING WITNESS

I, MARC WANKLING

of the CITY of WINNIPEG

in THE PROVINCE OF MANITOBA make oath and say:

I am a subscribing witness to the attached instrument and I was present and saw it executed

at THE CITY OF WINNIPEG

by W. BRUCE MACFARLANE

I verily believe that each person whose signature I witnessed is of the full age of majority and is the party of the same name referred to in the instrument.

SWORN before me at the City of Winnipeg, in the Province of Manitoba
This 19 day of JUNE, 2003.

Janice Doucet

A Commissioner for Oaths in and for the Province of Manitoba, my Commission expires May 27, 2005.

LTO USE ONLY

FEES CHECKED **REFUND AMOUNT**

DATE

Certificate of Registration

Registered this date NOV 28 2003

as No. 2904709

I certify that the within instrument was registered in the WINNIPEG Land Titles Office and entered on

Title No. 1857299

For District Registrar

LAND TITLES OFFICE WINNIPEG, MAN. CAVEAT NOV 28 2003

2317

1857299

Approved as to form - Registrar General - Registration No. 2391349
Where an instrument is registered that does not conform with the form of the instrument prescribed by regulation, the Registrar General and the District Registrar disclaim liability for loss resulting from the non-conformance.

Manitoba Consumer and Corporate Affairs Land Titles

2924709

CAVEAT Form 18.1

District of WINNIPEG

1. **CAVEATOR(S)** *include address and postal code*
CENTRA GAS MANITOBA INC.
Box 815 – 820 Taylor Avenue, Winnipeg. Manitoba R3C 2P4
claim an interest in the following land or mortgage, and I forbid the registration of any instrument affecting the interest unless such instrument be expressed to be subject to my claim.

2. **PARTICULARS OF ESTATE OR INTEREST CLAIMED**
A Grant of Right of User Agreement dated 23rd day of April, 2002 between THE CITY OF WINNIPEG and CENTRA GAS MANITOBA INC., which grants to CENTRA GAS MANITOBA INC., its successors and assigns, the license, liberty, privilege and right to use the land hereinafter described for a right-of-way as more particularly set forth in the attached Schedule "A"

see schedule [A]

3. **LAND DESCRIPTION**

ALL THAT PORTION OF LOT 15 BLOCK 10 PLAN 1507 WLTO
IN LOT 313 ROMAN CATHOLIC MISSION PROPERTY

MORTGAGE NUMBER

TITLE NUMBER(S) 1857297 see schedule ☐

4. **NAME AND ADDRESS OF REGISTERED OWNER(S) FOR SERVICE** *include postal code*
THE CITY OF WINNIPEG LAW DEPT.
3RD FLOOR 185 KING ST., WINNIPEG MB R3B 1J1

see schedule ☐

5. **ADDRESS OF CAVEATOR(S) FOR SERVICE** *include postal code*
CENTRA GAS MANITOBA INC.
Box 815 – 820 Taylor Avenue, Winnipeg, Manitoba R3C 2P4

6. **SIGNATURE OF CAVEATOR(S)**

1. That I (~~we~~) am (~~are~~) the within (Agent of ~~or~~ Caveators) and the statements herein are true in substance and in fact.
2. The within Caveator(~~s~~) has (~~have~~) a good and valid claim upon the within land and this caveat is not filed for the purpose of delaying or embarrassing any person.

DATE Y M D: 03 6 12

Name	Signature: W. Bruce MacFarlane Authorized Signing Officer
Name	Signature

7. **FARM LANDS OWNERSHIP DECLARATION**
BY VIRTUE OF ☐ Agreement to Purchase ☐ Lease ☐ Loan ☐ Option to Purchase

The registration of this instrument does not contravene the provisions of The Farm Lands Ownership Act because:

Strike out inappropriate statement(s) and initial

1. ~~The within land is not farm land as defined in The Farm Lands Ownership Act.~~
2. ~~The within farm land is exempt by Regulation 325/87R of The Real Property Act, i.e. it is 5 acres or less.~~
3. ~~The aggregate holdings of farm land by the Caveator is less than 40 acres (including the land in this instrument).~~
4. The Caveator is a Canadian citizen, permanent resident of Canada, agency of the government, municipality, local government district, Qualified Canadian Organization, Family Farm Corporation or a Qualified Immigrant as defined in The Farm Lands Ownership Act.
5. ~~The interest in farm land is being claimed pursuant to a bona fide debt obligation.~~
6. ~~The Caveator is exempt by the Farm Lands Ownership Board (Order enclosed).~~
7. ~~Other (specify section of The Farm Lands Ownership Act)~~ _____
Particulars:

Manitoba Hydro
Approved

Property

DATE Y M D: 03 6 12

Name	Signature: : W. Bruce MacFarlane Authorized Signing Officer
Name	Signature

Caveator or Agent

8. **INSTRUMENT PRESENTED FOR REGISTRATION BY** *include address, postal code, contact person and phone number*
CENTRA GAS MANITOBA INC.
Box 815 – 820 Taylor Avenue, Winnipeg, Manitoba R3C 2P4
Attention: Marc Wankling (204) 474-4462, (204) 792-8412 FILE NO. 600.009.514

IMPORTANT NOTICE: By virtue of Section 194 of The Real Property Act, any statement set out in this document and signed by the party making the statement has the same effect and validity as an oath, affidavit, affirmation or statutory declaration given pursuant to The Manitoba Evidence Act.

NOTE: SINGULAR INCLUDES PLURAL AND VICE VERSA WHERE APPLICABLE. "I" TO BE READ AS INCLUDING ALL Caveator(s) whether individual or corporate.

DATED April 23 A.D. 2002

THE CITY OF WINNIPEG

TO

CENTRA GAS MANITOBA INC.

This Agreement is Schedule "A" of a Caveat Dated

GRANT OF RIGHT OF USER
Under "The Gas Pipe Line Act"

Certificate of Title No. G40540 (WLTO)

File No. 600.009.514

CENTRA GAS MANITOBA INC.
Box 815
Winnipeg, Manitoba
R3C 2P4

ATTENTION: W. BRUCE MacFARLANE

(204) 474-3565

MANITOBA

GRANT OF RIGHT OF USER
UNDER "THE GAS PIPE LINE ACT"

CITY OF WINNIPEG (hereinafter called the "Grantor") being the registered owner of an estate in fee simple in possession subject, however, to such encumbrances, liens and interests as are notified by memorandum underwritten (or endorsed hereon), in all that land described as follows:

LOT FIFTEEN, BLOCK 10, PLAN 1507 WLTO
IN LOT 313 ROMAN CATHOLIC MISSION PROPERTY

SIGNED AS TO DESCRIPTION
THIS 16 DAY OF April 2002

Glenn Frederick Matthorson
Planning, Property & Development Department

in consideration of the sum of ONE ($1.00) DOLLAR paid to it, the receipt whereof is hereby acknowledged, and in consideration of the covenants and conditions hereinafter mentioned to be kept and performed by CENTRA GAS MANITOBA INC. (hereinafter called "the Grantee"), HEREBY GRANTS and transfers unto and to the Grantee the licence, liberty, privilege, and right, to use those portions of the said lands for a right-of-way for the laying down, construction, operation, maintenance, inspection, removal, replacement, reconstruction and repair of any gas pipe lines, together with all such gate valves, check valves, structures, drips, fittings, meters, and other equipment and appurtenances as may be necessary or convenient in connection therewith, for the carriage, conveyance, transportation, and handling, of gas together with the right of ingress and egress for all purposes incidental to the grant, as and from the date hereof, and for so long thereafter as the Grantee may desire to exercise the rights and privileges hereby given, on the following terms and conditions which are hereby mutually covenanted and agreed to by and between the Grantor and the Grantee:

1. The Grantee shall compensate the Grantor for damage done to any crops, fences, timber and livestock on the right-of-way by reason of the exercise of the rights hereinbefore granted.

2. The Grantee shall fully compensate the Grantor for loss suffered by reason of damage to persons or property arising by reason of, or out of, the existence, ownership, operation, maintenance, or use, of the gas pipe line.

3. The Grantee will indemnify and save harmless the Grantor against and from all liability to, and actions or proceedings by, any person brought or taken by reason of any loss or damage, or alleged loss or damage, caused or claimed to have been caused, or arising out of, or claimed to arise out of, the existence, ownership, operation, maintenance, or use, of the gas pipe line.

4. The Grantee shall, as soon as weather and soil conditions permit, bury and maintain all gas pipelines so as not to interfere with the drainage or ordinary cultivation of the lands.

5. Upon the discontinuance of the use of the right-of-way and of the exercise of the rights hereby granted, the Grantee shall restore the lands to the same condition, so far as may be practicable so to do, as they were in prior to the entry thereon and the use thereof by the Grantee.

6. The Grantee, performing and observing the covenants, and conditions on its part to be performed and observed, shall and may peaceably hold and enjoy the licence, liberty, privilege, and right hereby granted without hindrance, molestation, or interruption, on the part of the Grantor or of any person, firm, or corporation claiming by, through, under or in trust for, the Grantor.

7. All notices to be given hereunder may be given by registered letter addressed to the Grantee at 444 St. Mary Avenue, Winnipeg, Manitoba, R3C 3T7, and to the Grantor at 510 Main Street, Winnipeg, Manitoba, R3B 1B9 such other address as the Grantor and the Grantee may respectively from time to time appoint in writing, and any such notice shall be deemed to be given to, and received by, the addressee seven days after the mailing thereof, postage prepaid.

8. This Right of User is, and shall be of the same force and effect to all intents and purposes as, a covenant running with the land and these presents, including all the covenants and conditions herein contained, shall extend to, be binding upon, and enure to the benefit of, the executors, administrators, successors, and assigns, of the Grantor and the Grantee respectively; and wherever the singular or masculine is used it shall be construed as meaning the plural or feminine, or a body corporate, where the context of the parties so require.

IN WITNESS WHEREOF the Grantor and Grantee have executed and delivered this Grant of Right of User this 23rd day of April, 2002.

WITNESS

CITY OF WINNIPEG

Per: Joseph J. Rogowski

Per:

Manitoba Hydro
Approved
Property

CENTRA GAS MANITOBA INC.

Per:
W. BRUCE MacFARLANE
Authorized Signing Officer

The Address of the Grantee is:

CENTRA GAS MANITOBA INC.
Box 815
Winnipeg, Manitoba
R3C 2P4

CANADA)
PROVINCE OF MANITOBA)
TO WIT:)

I, Glenn Frederick Halldorson
of the City of Winnipeg,
in the Province of Manitoba,

MAKE OATH AND SAY:

1. THAT I was personally present and did see Joseph J. Rogowski, a Senior Staff Member of the Planning, Property and Development Department of the City of Winnipeg, having approval from the Director of the said Department to execute the within Grant on behalf of the City of Winnipeg, the within named Grantor, execute the within Grant.

2. THAT I know the said party and am satisfied that he/she/they is/are of the full age of eighteen years.

3. THAT the said Grant was executed at the said City of Winnipeg, in the Province of Manitoba and that I am a subscribing witness thereto.

SWORN before me at the City of Winnipeg, in the Province of Manitoba, this 23rd day of April, 2002.

A Commissioner for Oaths

A Surveyor authorized to practice under "The Land Surveyors Act"
~~In and for the Province of Manitoba.~~
~~My commission expires:~~

For 310 Dufresne Avenue

STATUS OF TITLE

Manitoba Land Titles Registry

Title Number **1293588/1**
Title Status **Accepted**
Client File R.1.2026(65)

1. REGISTERED OWNERS, TENANCY AND LAND DESCRIPTION

THE CITY OF WINNIPEG

IS REGISTERED OWNER SUBJECT TO SUCH ENTRIES RECORDED HEREON IN THE FOLLOWING DESCRIBED LAND:

FIRSTLY: SP LOT 20 PLAN 29293 WLTO
IN LOT 313 ROMAN CATHOLIC MISSION PROPERTY

SECONDLY: LOT 1 BLOCK 10 PLAN 1507 WLTO
IN LOT 313 ROMAN CATHOLIC MISSION PROPERTY

The land in this title is, unless the contrary is expressly declared, deemed to be subject to the reservations and restrictions set out in section 58 of *The Real Property Act.*

2. ACTIVE INSTRUMENTS

No active instruments

3. ADDRESSES FOR SERVICE

CITY OF WINNIPEG (LAW)
3RD FLOOR
185 KING ST.
WPG., MB.
R3B 1J1

4. TITLE NOTES

No title notes

5. LAND TITLES DISTRICT

Winnipeg

6. DUPLICATE TITLE INFORMATION

Duplicate not produced

7. FROM TITLE NUMBERS

C83520/1 All

8. REAL PROPERTY APPLICATION / CROWN GRANT NUMBERS

No real property application or grant information

9. ORIGINATING INSTRUMENTS

Instrument Type:	**Request To Issue Title - Internal**
Registration Number:	**1648677/1**
Registration Date:	1993-02-24
From/By:	WLTO SURVEY OFFICE
To:	
Amount:	

10. LAND INDEX

Lot 1 Block 10 Plan 1507
LOT 313 RC

Lot 20 Plan 29293

CERTIFIED TRUE EXTRACT PRODUCED FROM THE LAND TITLES DATA STORAGE SYSTEM OF TITLE NUMBER 1293588/1

For (unaddressed) Harbison Avenue E

2424961
Cert. No. A 12969

MANITOBA

Certificate of Title

UNDER "THE REAL PROPERTY ACT"

THE METROPOLITAN CORPORATION OF GREATER WINNIPEG

is now seized of an estate in fee simple in possession subject to such encumbrances, liens and interests as are notified by memorandum underwritten (or endorsed hereon) in all that piece or parcel of land known and 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 Lot One excepting thereout the most Easterly One Hundred and Ninety-eight feet in depth thereof in Block One, which lot is shewn on a plan of survey of part of Lot Forty-six of the Parish of Saint John registered in the Winnipeg Land Titles Office as No. 1131.

Rel' Plan 8608 on pt 4/6/64 EP

INST TYPE: ITREQ NO: 1634406
FOR: PT FOR LANE PLAN 16638
REG: 93/01/12
NEW TITLE:
Data Conformalized Entry Record

The land mentioned in a certificate of title shall by implication and without special mention in the certificate, unless the contrary be expressly declared, be deemed to be subject to:
(a) Any subsisting reservation contained in the original grant of the land from the Crown.
(b) Any municipal charge, rate, or assessment, existing at the date of the certificate, or subsequently imposed on the land;
(c) Any right-of-way or other easement, howsoever created, upon, over or in respect of the land;
(d) Any subsisting lease or agreement for a lease for a period not exceeding three years, where there is actual occupation of the land thereunder;
(e) Any drainage levy or mechanics' lien affecting the land.
(f) Any order of attachment, judgment, or order for the payment of money, against the registered owner of the land, registered since the date of the certificate of title, and which has been maintained in force under the provisions of any Act of the province relating thereto;
(g) Any certificate of lis pendens issued out of a court in the province and registered since the date of the certificate of title.
(h) Any right of expropriation by statute.
(i) The title of a person adversely in actual occupation, of and rightly entitled, to the land at the time it was brought under the Act, and who continues in such occupation;
(j) Caveats affecting the land registered since the date of the certificate, and
(k) Any town planning scheme or by-law authorized under The Town Planning Act or under the provisions of the charter of any city and any by-law passed by any municipal corporation under "The Municipal Act" or the charter of any city relating to residential areas or zoning.
(l) Any zoning regulation as that expression is defined in the Aeronautics Act (CANADA) made under that act and deposited in the Land Titles Office.
Public highways embraced in the description of the land included in a certificate shall be deemed to be excluded unless the certificate is to the Crown or a municipality.

ooooooooo

IN WITNESS WHEREOF I have hereunto signed my name and affixed my Seal of office this Thirteenth day of November One thousand nine hundred and sixty -three.

Signed in the presence of

Deputy District Registrar
for Winnipeg,

Form No. AG-Y-2

From No. 462132 D.C.Lennox | Transfer F 77497 | Application

	REGISTERED		
~~Mortgage for~~ By-law No. 5588 on pt for Gateway Rd. See Plan 8608.	The 4th day of June 1964 at 11.08	~~TO~~ Metro. Corp'n of Greater ~~to~~ Winnipeg Deputy District Registrar	No. G.3210.
~~Mortgage for~~ By-law No. 267/73 $ Agrees Gateway Road Plan 8608 & affects Parcel 1 Plan 8608	The 7th day of May 1973 at 2.24	~~TO~~ City of Winnipeg Deputy District Registrar	No. L348444
~~Mortgage for~~ $ DECLARATION OF EXPROPRIATION ON PART See PLAN 16628.	The 24 day of JUNE 1982 at	~~TO~~ CITY OF WINNIPEG Deputy District Registrar	No. 82-41860.
Mortgage for $	The day of 19 at	TO Deputy District Registrar	No.
Mortgage for $	The day of 19 at	TO Deputy District Registrar	No.

NOTICE OF INTENDED EXPROPRIATION
NO. 82-27535
FILED May 3/82 LAPSES Nov 4/82
AFFECTS pt.

For 330 Manitoba Avenue

STATUS OF TITLE

Manitoba Land Titles Registry

Title Number **3379976/1**
Title Status **Accepted**
Client File R.1.2026(65)

1. REGISTERED OWNERS, TENANCY AND LAND DESCRIPTION

THE CITY OF WINNIPEG

IS REGISTERED OWNER SUBJECT TO SUCH ENTRIES RECORDED HEREON IN THE FOLLOWING DESCRIBED LAND:

LOT 480 PLAN 53 WLTO (W DIV)
EXC SLY 10 FEET
IN RL 37 AND 38 PARISH OF ST JOHN

The land in this title is, unless the contrary is expressly declared, deemed to be subject to the reservations and restrictions set out in section 58 of *The Real Property Act.*

2. ACTIVE INSTRUMENTS

No active instruments

3. ADDRESSES FOR SERVICE

City of Winnipeg
3-185 King Street
Winnipeg MB
R3B 1J1

4. TITLE NOTES

No title notes

5. LAND TITLES DISTRICT

Winnipeg

6. DUPLICATE TITLE INFORMATION

Duplicate not produced

7. FROM TITLE NUMBERS

2613650/1 All

8. REAL PROPERTY APPLICATION / CROWN GRANT NUMBERS

No real property application or grant information

9. ORIGINATING INSTRUMENTS

Instrument Type:	**Transmission Of Land**
Registration Number:	**5800689/1**
Registration Date:	2025-10-14
From/By:	The City of Winnipeg
To:	
Amount:	

10. LAND INDEX

Lot 480 Plan 53
RL 37 & 38 JO W DIV EX S 10 FT

CERTIFIED TRUE EXTRACT PRODUCED FROM THE LAND TITLES DATA STORAGE SYSTEM OF TITLE NUMBER 3379976/1

For 284 Milton Street

STATUS OF TITLE

Manitoba Land Titles Registry

Title Number **2882118/1**
Title Status **Accepted**
Client File R.1.2026(65)

1. REGISTERED OWNERS, TENANCY AND LAND DESCRIPTION

THE CITY OF WINNIPEG

IS REGISTERED OWNER SUBJECT TO SUCH ENTRIES RECORDED HEREON
IN THE FOLLOWING DESCRIBED LAND:

SP LOT 34 PLAN 28640 WLTO
IN OTM LOTS 11A AND 35 PARISH OF SAINT JOHN

The land in this title is, unless the contrary is expressly declared, deemed to be subject to the reservations and restrictions set out in section 58 of *The Real Property Act.*

2. ACTIVE INSTRUMENTS

No active instruments

3. ADDRESSES FOR SERVICE

THE CITY OF WINNIPEG
3-185 KING STREET
WINNIPEG MB
R3B 1J1

4. TITLE NOTES

No title notes

5. LAND TITLES DISTRICT

Winnipeg

6. DUPLICATE TITLE INFORMATION

Duplicate not produced

7. FROM TITLE NUMBERS

2411070/1 All

8. REAL PROPERTY APPLICATION / CROWN GRANT NUMBERS

No real property application or grant information

9. ORIGINATING INSTRUMENTS

Instrument Type:	**Report On Title**
Registration Number:	**4808664/1**
Registration Date:	2017-01-24
From/By:	THE CITY OF WINNIPEG
To:	
Amount:	

10. LAND INDEX

Lot 34 Plan 28640

CERTIFIED TRUE EXTRACT PRODUCED FROM THE LAND TITLES DATA STORAGE SYSTEM OF TITLE NUMBER 2882118/1

For 288 Milton Street

STATUS OF TITLE

Manitoba Land Titles Registry

Title Number **2865222/1**
Title Status **Accepted**
Client File R.1.2026(65)

1. REGISTERED OWNERS, TENANCY AND LAND DESCRIPTION

THE CITY OF WINNIPEG

IS REGISTERED OWNER SUBJECT TO SUCH ENTRIES RECORDED HEREON IN THE FOLLOWING DESCRIBED LAND:

SP LOT 35 PLAN 28640 WLTO
IN OTM LOTS 11A AND 35 PARISH OF SAINT JOHN

The land in this title is, unless the contrary is expressly declared, deemed to be subject to the reservations and restrictions set out in section 58 of *The Real Property Act.*

2. ACTIVE INSTRUMENTS

No active instruments

3. ADDRESSES FOR SERVICE

THE CITY OF WINNIPEG
3-185 KING STREET
WINNIPEG MB
R3B 1J1

4. TITLE NOTES

No title notes

5. LAND TITLES DISTRICT

Winnipeg

6. DUPLICATE TITLE INFORMATION

Duplicate not produced

7. FROM TITLE NUMBERS

1256331/1 All

8. REAL PROPERTY APPLICATION / CROWN GRANT NUMBERS

No real property application or grant information

9. ORIGINATING INSTRUMENTS

Instrument Type:	**Report On Title**
Registration Number:	**4773821/1**
Registration Date:	2016-10-07
From/By:	THE CITY OF WINNIPEG
To:	
Amount:	

10. LAND INDEX

Lot 35 Plan 28640

CERTIFIED TRUE EXTRACT PRODUCED FROM THE LAND TITLES DATA STORAGE SYSTEM OF TITLE NUMBER 2865222/1

For 400 Pritchard Avenue

STATUS OF TITLE

Manitoba Land Titles Registry

Title Number **1901244/1**
Title Status **Accepted**
Client File R.1.2026(65)

1. REGISTERED OWNERS, TENANCY AND LAND DESCRIPTION

THE CITY OF WINNIPEG

IS REGISTERED OWNER SUBJECT TO SUCH ENTRIES RECORDED HEREON
IN THE FOLLOWING DESCRIBED LAND:

SP LOT 15 PLAN 31624 WLTO
IN RL 36 AND 37 PARISH OF ST JOHN

The land in this title is, unless the contrary is expressly declared, deemed to be subject to the reservations and restrictions set out in section 58 of *The Real Property Act.*

2. ACTIVE INSTRUMENTS

No active instruments

3. ADDRESSES FOR SERVICE

CITY OF WINNIPEG (LAW)
3RD FLOOR
185 KING ST.
WINNIPEG MB
R3B 1J1

4. TITLE NOTES

No title notes

5. LAND TITLES DISTRICT

Winnipeg

6. DUPLICATE TITLE INFORMATION

Duplicate not produced

7. FROM TITLE NUMBERS

1499429/1 All

8. REAL PROPERTY APPLICATION / CROWN GRANT NUMBERS

No real property application or grant information

9. ORIGINATING INSTRUMENTS

Instrument Type:	**Report On Title**
Registration Number:	**2770093/1**
Registration Date:	2002-09-20
From/By:	THE CITY OF WINNIPEG
To:	
Amount:	

10. LAND INDEX

Lot 15 Plan 31624

CERTIFIED TRUE EXTRACT PRODUCED FROM THE LAND TITLES DATA STORAGE SYSTEM OF TITLE NUMBER 1901244/1