

Le 12 octobre, 2005

Bureau d'audiences publiques sur l'environnement
575, rue St-Amable, bureau 2.10
Québec (QC)
G1R 6A6

Télécopieur : (418) 643-9474

Objet: Réponses aux questions soulevées par les commissaires pendant la présentation de notre mémoire le 28 septembre 2005.

Durant la présentation de notre mémoire, les commissaires ont demandé quelques précisions sur les points suivants :

- a) Permis de construction : Voir la « Demande de Permis » ainsi qu'une copie de la résolution 05-10-21 de la Ville de Candiac accordant le permis de construction (ci-joint).
- b) L'offre d'achat pour le terrain à Candiac : L'offre est datée du 22 août, 2002 (ci-joint). Les négociations ont commencés au printemps de l'année 2002 pour se terminer avec une offre acceptable des deux parties au mois d'août de la même année. La transaction n'a pas été conclue avant le mois de février 2004 dû au fait que le promoteur – Développement Urbains Candiac Inc. – voulait vendre une partie du terrain inclus dans notre

WONDERWORKS STUDIOS
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1250 St. José, La Prairie, Québec
Canada J5R 6A9
1 800 795 6520 FAX 450 444 5432

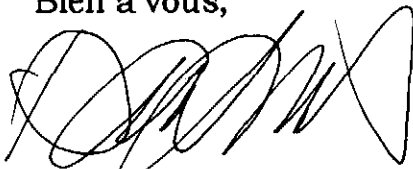
offre originale à une troisième partie – soit Développements Iberville. Suite à des longues discussions, nous avons cédé une partie de notre offre originale – environ 800,000 pi. ca. - à Développements Urbains Candiac.

- c) Niveau sonore : Lors de tournages extérieurs, on exige un niveau sonore ambiant n'excédant pas 50 décibels. Selon nos études, le bruit extérieur ambiant est actuellement 46 décibels. C'est pour cette raison, entre autres, que nous avons choisi de nous installer à Candiac. Au moment où nous procédions avec l'offre et l'achat du terrain, il n'était pas encore question qu'une autoroute passe dans notre cour arrière.

Or, nous avons étudié de nouveau le niveau sonore de l'autoroute 30 existante à la hauteur de Candiac cette semaine. Dans un même rayon de distance que votre tracé projeté du tronçon Jean-Leman où se trouvera de notre future bâtisse, le niveau sonore – à 15 heures – est de 64 décibels. Ceci représente un niveau beaucoup trop élevé pour les tournages extérieurs sans aucun facteur de mitigation du bruit de la part du ministère. Nous sommes ni ingénieurs, ni spécialistes de construction de route du MTQ, mais nous croyons fortement que la construction du tronçon Jean Leman nous causera des ennuis considérables si le ministère ne modifie pas son plan actuel.

Si vous avez besoin de plus amples informations, n'hésitez à nous appeler et veuillez agréer, Messieurs les Commissaires, l'expression de nos sentiments distingués.

Bien à vous,



David Smith
Président

WONDERWORKS STUDIOS

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Extrait du procès-verbal de l'assemblée ordinaire du conseil municipal de la Ville de Candiac, tenue en la salle du conseil de l'hôtel de ville, le 3 octobre 2005, à 20 h, à laquelle il y avait quorum, le tout conformément à la loi.

Monsieur David Smith se retire des délibérations et du vote pour l'approbation du CCU du 7 septembre 2005, invoquant qu'il possède des intérêts pécuniaires dans ce dossier.

05-10-21 APPROBATION – PLAN D'IMPLANTATION ET D'INTÉGRATION ARCHITECTURALE – CCU DU 7 SEPTEMBRE 2005

CONSIDÉRANT la demande de permis de construction déposée à la Ville;

CONSIDÉRANT QUE l'immeuble concerné par cette demande de permis est situé dans des zones assujetties aux dispositions du règlement 917 relatif à un plan d'implantation et d'intégration architecturale (P.I.I.A.);

CONSIDÉRANT QUE le comité consultatif d'urbanisme a procédé à l'analyse de la demande lors de la réunion du 7 septembre 2005 et recommande au conseil municipal d'approuver la demande de P.I.I.A.;

EN CONSÉQUENCE :

Il est proposé et unanimement résolu :

QUE le conseil de la Ville de Candiac approuve la demande de P.I.I.A. concernant la propriété suivante :

PERMIS DE CONSTRUCTION		
No recommandation	Zone concernée	Adresse et construction projetée
CCU-2005-09-23	H06-606 A06-604	Approuver la demande de PIIA concernant la construction d'un bâtiment de type industriel (studio de cinéma) sis au 101, rue Louis-Mayer sur le lot 2 934 841 conditionnellement à recevoir une demande d'usage conditionnel.

ADOPTÉE

(signé) *ANDRÉ J. CÔTÉ*

ANDRÉ J. CÔTÉ
Maire

(signé) *CAROLE LEMAIRE*

CAROLE LEMAIRE
Greffière

COPIE CERTIFIÉE CONFORME
CE 6 OCTOBRE 2005


CAROLE LEMAIRE, Greffière

COPY



Ville de Candiac
100, Boulevard Montcalm Nord
Candiac, QUÉBEC
J5R 3L8 Tél.: (450) 444-6050 Fax: (450) 444-6009

12 Octobre 2005

Demande de permis

No demande: 2004-00613	Demande débutée le: 03/09/2004	Demande complétée le: __/__/__
No permis:	Saisie par:	
Type: Construction industrielle		RCI: <input type="checkbox"/>
Nature: Industriel		Catégorie d'immeuble: Industriel

Identification

Propriétaire	Requérant
WONDERWORKS MONTREAL CORPORATION 1250, ST-JOSÉE LAPRAIRIE (QUEBEC) J5R 6A9 Tél.: (450) 444-5657	WONDERWORKS MONTREAL CORPORATION 1250, ST-JOSÉE LAPRAIRIE (QUEBEC) J5R 6A9 Tél.: (450) 444-5657

Emplacement

Matricule:		Superficie: 0,000 Pi ²
Adresse: 101, LOUIS MAYER		Frontage: 0,000 Pi
Nombre de logements:	Année construction:	Profondeur: 0,000 Pi
Nombre d'unités touchées:	Nombre d'étages:	Aire du plancher m2:
Partie ville:		Zonage: Blanc
Secteur d'inspection:		
Service:		
Zone: C06-608		Lot distinct: Non
Cadastre:		
Cadastre rénové:		

Travaux

Entrepreneur	Responsable	
DIVCO	DIVCO	
	Tél.:	
Tél.:	Fax:	Date début des travaux: 01/10/2005
No RBQ:	No NEQ:	Date prévue fin des travaux: 02/05/2006

Renseignements comptables

Valeur déclarée: 14 000 000 \$	No facture:	No chèque dépôt:
Montant du permis: 0,00 \$	No reçu:	Date chèque remboursé: __/__/__
Montant du dépôt: 0,00 \$		

Pla

C.C.U.: _____	Date: __/__/__	No résolution:
Conseil: _____	Date: __/__/__	No résolution:

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Construction industrielle

Unités de logement créées: 0

C.O.S. Coefficient d'occupation du sol:

Unités de logement supprimées: 0

C.E.S. Coefficient d'emprise au sol:

Superficie

Bâtiment:

Plancher:

Nombre de chambres

Existantes:

Futures:

Terrain adjacent à une rue publique ou rue privée conforme aux règlements de lotissement Oui

Dimensions du bâtiment

Façade:

Arrière:

Côté gauche:

Côté droit:

Nombre d'étages: 0,00

Hauteur du bâtiment:

Hauteur

Rez-de-chaussée:

Étages:

Sous-sol:

Sous-sol (au-dessus du sol):

Référence

Plan No:

Préparé par:

Préparé par

No plan

Date

Architecte: DAVID KOENKA, ARCHITECTE

29/09/2005

Implantation:

__/__/__

Ingénieur:

__/__/__

Implantation (distance)

Avant:

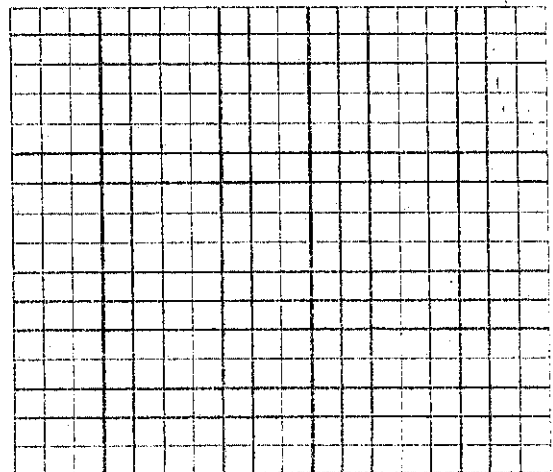
Arrière:

Latérale droite:

Latérale gauche:

Élément épurateur:

Fosse septique:



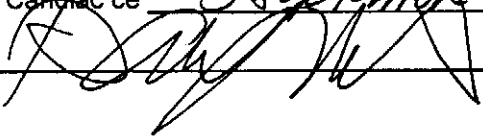
Commentaires:

La présente demande de permis de construction vient s'annexer à la première demande pour ce projet (numéro de demande 2003-517). Une seconde demande de permis de construction est nécessaire étant donné que les plans de construction comportent des modifications.

Signature du demandeur

Je soussigné(e) WONDERWORKS MONTREAL CORPORATION, déclare par la présente que les renseignements donnés ci-contre sont complets et exacts et que, si le permis m'est accordé, je me conformerai aux conditions du présent permis de même qu'aux dispositions des lois et règlements pouvant s'y rapporter.

Signé à Ville de Candiac ce 3 septembre, 2005

Signé par 

Date émission: / /

En vigueur jusqu'au: / /

Dossier fermé le: / /

Responsable du dossier : VÉRONIQUE TURGEON

Signature du responsable : _____

DÉCLARATION D'UNE CONSTRUCTION PRÉVENANT LES SOULÈVEMENTS DUS À LA PYRITE

À remplir lors d'une demande de permis
de construction (voir instructions au verso)

1 Ville de
Ville de Candiac

2 À l'usage de la municipalité

3 Identification du requérant	
Nom WONDERWORKS MONTREAL CORPORATION	N° d'assurance sociale
Adresse (N°, rue, app.) 1250, ST-JOSÉE	
Municipalité LAPRAIRIE (QUEBEC)	Code postal J5R 6A9

4 Identification de l'entrepreneur		
Nom de l'entrepreneur DIVCO	N° de licence RSO	Date d'expiration Année Mois Jour
Adresse (N°, rue, app.)		
Municipalité	Code postal	

5 Identification du site des travaux	
Adresse (N°, rue, app.) 101, LOUIS MAYER	
Municipalité Ville de Candiac	Code postal
6 <input type="checkbox"/> Cadastre : Rénové :	<input type="checkbox"/> Construction neuve <input type="checkbox"/> Réparations

7 Attestation du requérant et de l'entrepreneur			
<input type="checkbox"/> Le requérant agit en tant que constructeur-propriétaire	<input type="checkbox"/> Le requérant est aussi l'entrepreneur		
<input type="checkbox"/> Les travaux seront exécutés par un entrepreneur			
<p>Jé m'engage à respecter dans les travaux, les méthodes de construction suivantes destinées à éviter les soulèvements de dalles sur sol :</p> <ul style="list-style-type: none"> • Utiliser de la pierre de remblai exempte de potentiel de gonflement (pierre certifiée DB par le protocole CTQ-M 100 ou par une norme BNQ); • Utiliser de la pierre nette 20-5 sous les dalles (maximum 10 % de matière fine passant le tamis 5 mm); • Installer un pare-vapeur d'épaisseur conforme au CNB sous les dalles sur sol situées à l'intérieur des bâtiments. 			
Si constructeur-propriétaire	Date	Dans tous les autres cas	Date
Signature du requérant	Année Mois Jour	Signature de l'entrepreneur	Année Mois Jour

8 À l'usage de la municipalité			
N° de permis	Signature de fonctionnaire autorisé	Année	Mois Jour
		Date d'émission	

Wonderworks Montréal Corporation

1250 St. José, LaPrairie, QC J5R 6A1
tel : 450-444-5657 fax : 450-444-5432
1-800-795-6590

OFFER TO PURCHASE IMMOVABLE PROPERTY

L'acheteur et le Vendeur ont demandé que cette offre d'achat soit rédigée en anglais. The Purchaser and the Vendor have requested that this Offer to Purchase be drawn up in English.

The undersigned, *WMC - WonderWorks Montreal Corp.*, a Canadian chartered company, hereby offers to purchase from the Vendor: *DUCI - Développements Urbains Candiac Inc.* at the price and under the terms and conditions set forth hereunder, the following immovable, the full area as designated in the attached document - Schedule "A.1".

1. PRICE AND TERMS OF PAYMENT

The purchase price shall be **FOUR HUNDRED AND FIFTY THOUSAND (\$450,000.00) DOLLARS** which it agrees to pay as follows:

1.1 DEPOSIT: TWENTY THOUSAND DOLLARS (\$20,000.00) by cheque within five business days after the acceptance of this Agreement, payable to the Vendor's solicitors to be held by them in trust as a deposit pending completion or other termination of this Agreement and to be credited towards the Purchase Price on closing. The deposit is to be invested in an interest bearing term deposit receipt or other investment vehicle directed by the Purchaser and interest will be credited against the Purchase Price on closing. Both the Vendor and the Purchaser irrevocably direct the Vendor's solicitor to return the deposit and accrued interest to the Purchaser immediately upon being notified by the Purchaser that this Agreement has been terminated by reason other than the Purchaser's default provided that said solicitor does not receive notice to the contrary from the Vendor. Notwithstanding the foregoing, if this agreement terminates by reason of the provisions of Schedule B, section 2, the Vendor's solicitor shall deduct from said deposit, and pay over to the Vendor, such amount as Vendor shall certify as Vendor's actual direct and reasonable out-of-pocket costs, including legal and engineering Fees and land surveyor costs (the "Vendor's Costs") incurred in the furtherance of this transaction. \$20,000.00

1.2 The balance of purchase price shall be paid by certified cheque drawn to the order of the Notary, payable on closing \$430,000.00

\$0.30 per sq. ft. x 1,500,000 sq. ft. = \$450,000.00

TOTAL PRICE: \$450,000.00

1.1 OPTION TO PURCHASE

Running concurrently with this Offer to Purchase, and for a period of thirty-six (36) months after signing the offer to purchase, the Vendor shall provide the Purchaser with an Option to Purchase for the area indicated on Schedule "A.2" based upon the following terms:

Year 1 - \$0.30 per sq.ft.
Year 2 - \$0.35 per sq.ft.
Year 3 - \$0.40 per sq.ft.

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The option can only be exercised by the Purchaser if the Purchaser has previously closed or is in the process of closing the purchase of the property that is the subject of this offer.

If the closing of the purchase and sale of the property subject to this option (the "Option Property") has not closed during the Option Term as described herein, the option shall be null and void and of no force or effect.

If the Vendor receives a Bona Fide offer to purchase the Option Property during the Option term, it shall notify the Purchaser whereupon the Purchaser's said option shall terminate and be of no further force or effect unless the Purchaser notifies the Vendor within ten (10) working days of its intention to purchase the Option Property and closes thereon no later than thirty (30) working days thereafter.

The conveyance of the Option Property will be subject to an easement to allow for installation of public services through the Option Property to Vendor's industrial property to the South.

All other terms and conditions remain the same.

1.2 OPTION TO LEASE

The Vendor shall grant to the Purchaser an Option to Lease the agricultural lands indicated on Schedule "A.3" or for an area of equal size, the geometry of which shall be determined by the Vendor in consultation with the Purchaser, exercisable within a period of one year of closing, terminating ten (10) years after the date of closing, at a gross rent of TEN THOUSAND DOLLARS (\$10,000.00) per annum, payable in advance, on the commencement date of the lease term and annually thereafter. Notwithstanding the foregoing, the Vendor shall have the right to terminate the said lease at any time on no less than six months prior written notice. WonderWorks Montreal will maintain all necessary liability, casualty and other insurance as the Vendor may request, for the benefit of both WonderWorks Montreal and the Vendor and shall indemnify the Vendor against any loss, claim, or damage occurring at, about or relating to the leased property. No permanent structures shall be erected on the leased property.

The Option to Purchase and Offer to Lease shall be entered on title at closing by the notary.

2. OBLIGATIONS OF PURCHASER

- 2.1 DEED OF SALE: The Purchaser agrees to sign before Purchaser's Notary a Deed of Sale drawn up in English.
- 2.2 RESPECT OF LEASES: The Purchaser agrees to respect any lease corresponding with the Vendor's declaration in Section 4.2 hereunder.
- 2.3 COSTS AND TAXES: The Purchaser agrees to pay municipal property transfer and park taxes and any church tax assessment it may be liable for. Purchaser agrees to assume the cost of the Deed of Sale, its registration and copies required thereof.
- 2.4 NEW CERTIFICATE OF LOCATION: It shall pay for any new Certificate of Location unless it contains modifications with respect to the one that has been provided in accordance with section 3.2 hereunder.
- 2.5 CONDITION OF PROPERTY: The Purchaser agrees to assume the property in its present condition.

3. OBLIGATIONS OF VENDOR

- 3.1 CONDITION OF IMMOVABLE PROPERTY: The Vendor agrees to deliver the property in the same condition as it was on the date of the visit.
- 3.2 TITLES: The Vendor agrees to provide Purchaser with: (a) a good title, free from all encumbrances and other rights with the exception of those mentioned herein; (b) any Title Deed he may have in his possession; (c) a certificate of location; (d) a deeded servitude to the City of Candiac to bring municipal and public services from their existing location to the property to be purchased.
- 3.3 NON-RESIDENCE: The Vendor agrees to provide Purchaser with an affidavit stating that he is not a non-resident of Canada, as defined in the tax laws of Canada and Quebec, or include a similar declaration in the

notarized Deed of Sale. Failing this, all fiscal provisions concerning the certification or the retention of a portion of the sale price shall apply.

- 3.4 **DEED OF SALE:** The Vendor agrees to sign a notarized Deed of Sale within the time prescribed herein. When applicable, Vendor shall assume charges relating to the reimbursement of the current mortgage loans and cancellation of the existing hypothecs.
- 3.5 **DOCUMENTS:** Within seven (7) days after the acceptance of this Offer the Vendor shall provide the Purchaser with the following documents:
- title deeds and Certificates of Location currently in the Vendor's possession.

4. DECLARATIONS OF VENDOR

- 4.1 **REAL RIGHTS AND ILLEGALITIES:** With the exception of the charges mentioned herein, this property is not affected by any right, servitude or illegality as warranted by the Vendor.
- 4.2 **LEASES:** The Vendor warrants there are no leases in effect.
- 4.3 **NOTICE OF NON-COMPLIANCE:** The Vendor certifies that no notice of non-compliance has been issued by municipal, provincial or other authorities in respect of this property.

5. OTHER CONDITIONS

- 5.1 **OWNERSHIP AND OCCUPANCY:** The Purchaser or its designate shall become the owner of the property at the signing of the Deed of Sale.
- 5.2 **ADJUSTMENTS:** Upon signing the Deed of Sale, all adjustments relating to general and special real estate taxes shall be made.
- 5.3 **PURCHASE PRICE ADJUSTMENT:** The Area of the immovable shall be measured by a Quebec-licensed Surveyor, provided by the Vendor, and the Purchase Price shall be amended pro rata to reflect any variance in the Area from that as set out herein.
- 5.4 **ADDITIONAL CONDITIONS:** see Schedule "B" hereto.
- 5.5 **ACCEPTANCE PERIOD:** No terms or claims other than those stated herein affect or shall affect this Offer to Purchase which is irrevocable until 15:00 hours on August 23rd, 2002. Signed fax copy must be received in Montreal by the aforementioned date. The original hard copy to be sent via Fedex August 22nd, 2002 with signed original returned to Montreal by Tuesday, August 27th, 2002). Should it be accepted within such period of time, this Offer to Purchase shall be deemed a contract legally binding upon the parties thereto. If however it is refused or not accepted within such period of time, this Offer to Purchase shall become null and void and the Purchaser's deposit shall be returned to it. A Counter-Offer from the Vendor shall be deemed a refusal, unless the Purchaser accepts it within the time prescribed.
- 5.6 **SERVICES:** It is the agreement of the parties that the assessment by the City for the cost of providing all required services to the subject property will be allocated 50% to the subject property and 50% to the Vendor's other property affected by the services. Notwithstanding any such actual allocation of assessment, the Purchaser agrees to pay 100% of the special tax costs incident to these services for a period of twenty-four (24) months from Closing and for an additional twelve (12) month period thereafter with respect to the Option Property (to the extent that the Purchaser has not then closed on the purchase of such Option Property). The parties agree to use all reasonable efforts to cause the City to assess in accordance with the foregoing. The assessment shall be based upon the actual costs incurred by the City in the provision of said services. Should the Protocol d'Entente with the City of Candiac differ ^{materially} from the scenario of installation of public services as discussed with the City Engineers and the Vendor's engineers, the Vendor shall have the right to refuse to close on this offer.

or from the foregoing

WonderWorks Montreal Corp

Développement Urbain Candiac Inc

Per:


 David Smith
 Secretary Treasurer

Per:

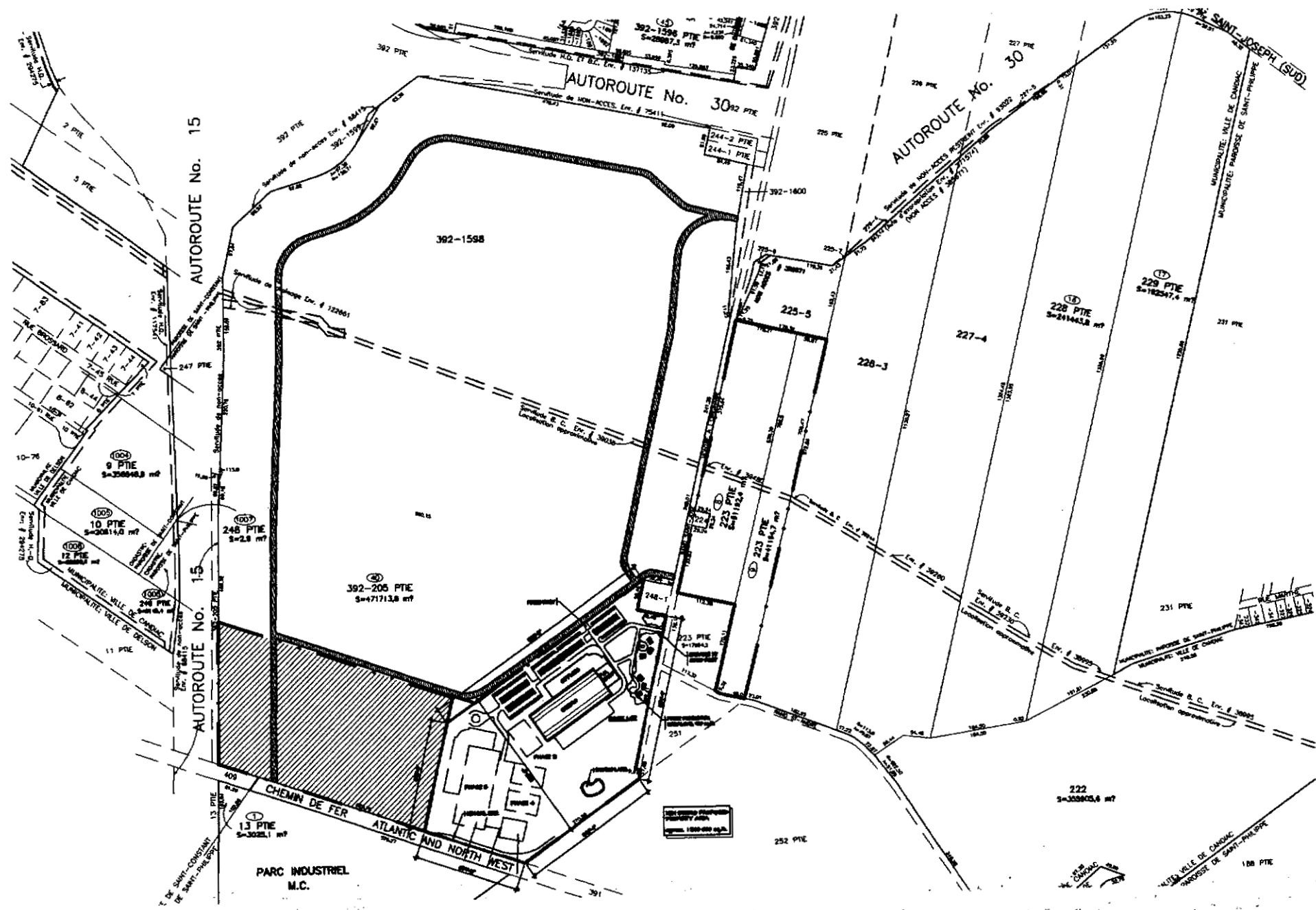

 David Koenka
 President
Accepted this 22 day of August, 2002

SCHEDULE "B"

1. This Agreement is conditional upon the following matters being satisfied within the time limits set out:
 - (a) Purchaser obtaining permission from local authorities for a rezoning in full, to allow for the issuance of building, access, final severance and other permits for the development of the real property in accordance with its proposed plans prior to closing; including but not limited to Plans d'Amenagement d'Ensemble (PAE), Plans d'Integration et Implantation Architecturale (PIIA), municipal servicing agreements, Ministry of Transport and Environment approvals; all within a period of nine (9) months from acceptance of this agreement. Said rezoning will take effect after the date of closing only and will not be applicable to land retained by the Vendor.
 - (b) Upon the Purchaser, at its own expense, satisfying itself with regard to soil tests and estimates for site work and development costs during the rezoning period. Purchaser shall be permitted to enter upon the real property for such tests and estimates without being deemed to have taken possession thereof. Purchaser shall indemnify the Vendor against any damages caused as a result of said entry and tests.
 - (c) Upon the Purchaser entering into satisfactory financing arrangements within nine (9) months from the acceptance of this agreement.
2. 1. In the event the above conditions are not waived in writing by the Purchaser, or the Purchaser notifies the Vendor in writing that the conditions are not satisfied or capable of being satisfied on or before the time limits set out above, (ie. nine month period from acceptance of this agreement) which shall be at its sole and absolute discretion, then this Agreement shall be automatically null and void and the Purchaser's deposit shall be returned with accrued interest less Vendor costs as set forth in article 1.1 of the main body of the document. The parties hereto shall not be otherwise liable to the other for costs or damages.
2. Purchaser agrees to submit all necessary applications at its sole expense to rezone the subject lands to allow for development in accordance with its proposed plans as soon as reasonably possible after acceptance of this

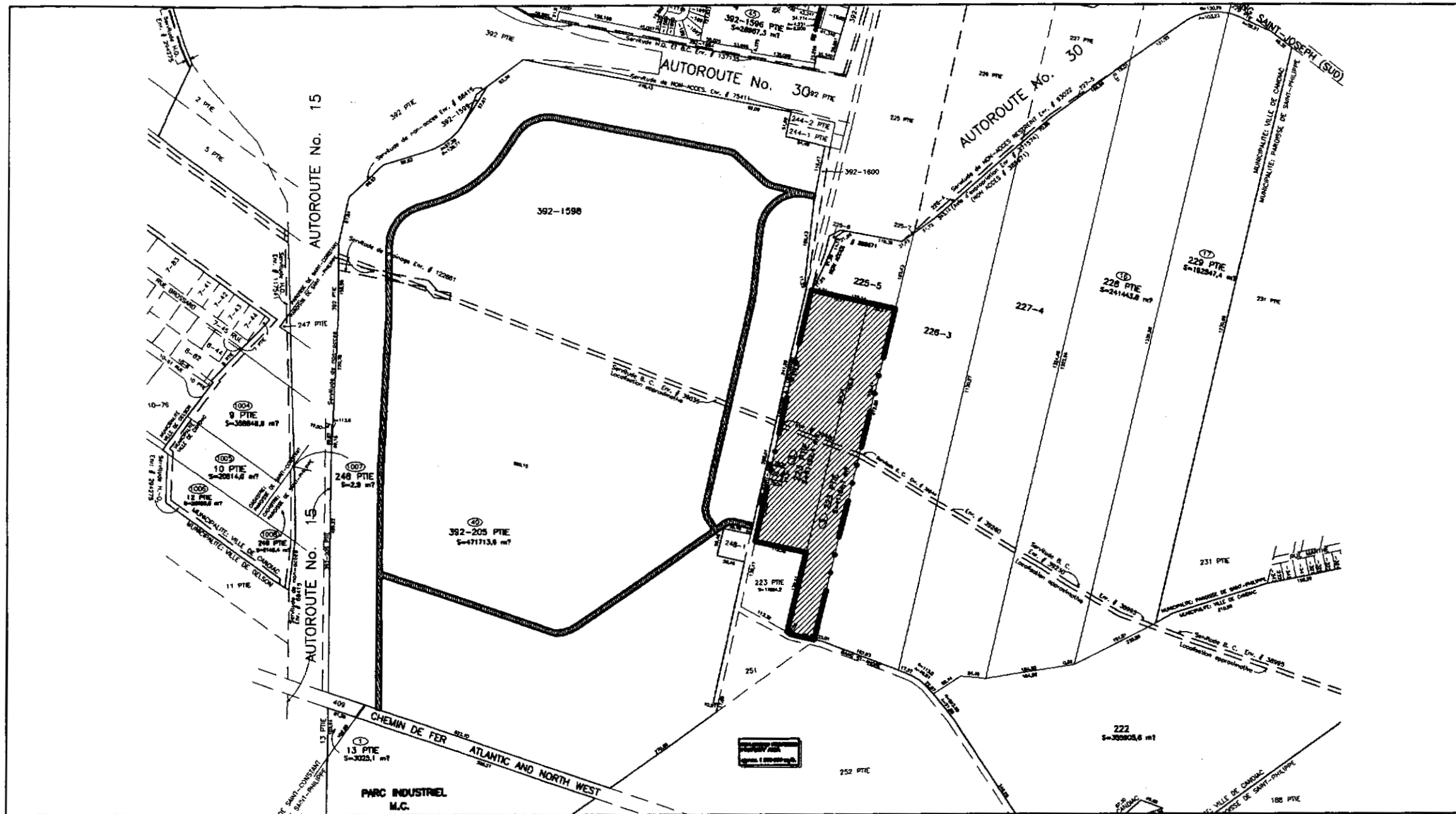
Offer. Vendor agrees to give all reasonable and necessary consents for this purpose as required. Rezoning shall be effective only after closing.

3. In the event the local or regional municipality imposes any levies or charges as a condition of zoning approval resulting from any undisclosed agreements with the Vendor, or from any obligations or liabilities that would affect the land that were known to the Vendor, that were in existence prior to this agreement, then any of said amount paid by or guaranteed to be paid by the Purchaser shall be deducted from the purchase price on closing.
4. The Purchaser may at any time prior to closing assign this Agreement of Purchase and Sale to a related corporation controlled by the Purchaser, and upon such assignment this Agreement shall in all respects be construed as if made in the first instance by the Assignee and the Purchaser herein shall have no further obligations whatsoever, *except that purchaser shall remain jointly liable for Purchaser named herein obligations under party*
5. The Purchaser shall have the right to advance the date of closing by giving ten (10) business days' written notice to the Vendor or its solicitors designating an earlier date, and in this event, this transaction shall be closed on the date mentioned in such notice, subject to reasonable adjournment by Vendor. Further, in the event the above-mentioned conditions and permits, as per Paragraph 1 have not been satisfied or obtained or in the opinion of the Purchaser cannot be satisfied or obtained within the time frame set forth, then the closing date and the date for satisfying the conditions in Paragraph 1 shall be extended at the option of the Purchaser for up to one (1) period of three (3) months from the anticipated closing date. After which time, if the aforementioned permits have not been obtained or in the opinion of the Purchaser cannot be obtained, then the provisions of Paragraph 2 shall apply. *5- ab*
6. The above conditions are for the benefit of the Purchaser and may be waived by the Purchaser in part or in full. If any condition, expiry or other date provided for under this Agreement occurs on a Saturday, Sunday or statutory holiday, then such date will be deemed to be postponed to occur on the next business day.



SCHEDULE A.2 AREA = 1.25M

WMC
05.07.02



SCHEDULE A.3 AREA= 1.1M

WMC
05.07.02