Minute No. 117
Report - Standing Policy Committee on Property and Development - January 9, 2007

Item No. 31 **Sale - Part Lot 35, Block 9, Plan 847 and Part River Lot 46 Parish of St. John north of Lot 34, Plan 30,626 – The Manitoba Hydro Electric Board**
File FI - 2.4(33)

EXECUTIVE POLICY COMMITTEE RECOMMENDATION:

The Executive Policy Committee concurred in the recommendation of the Standing Policy Committee on Property and Development and submits the following to Council:

1. That the City-owned property (Part Lot 35, Block 9, Plan 847 and Part River Lot 46 Parish of St. John north of Lot 34, Plan 30,626) outlined on Misc. Plan No. 12362/4 be declared surplus to the City's requirements.

2. That the sale of the City-owned property (Part Lot 35, Block 9, Plan 847 and Part River Lot 46 Parish of St. John north of Lot 34, Plan 30,626) and that portion of the easterly terminus of Martin Avenue West (DAOC 7/2005) outlined on Misc. Plan No 12362/4 to The Manitoba Hydro Electric Board be approved at a price of $38,000.00, in accordance with the terms and conditions of the Offer to Purchase dated December 8, 2006, subject to Council's enactment of the proposed opening and closing By-law.

3. That the Proper Officers of the City be authorized to do all things necessary to implement the intent of the foregoing.

Report - Standing Policy Committee on Property and Development – January 9, 2007

DECISION MAKING HISTORY:

Moved by Councillor Swandel,
That the recommendation of the Standing Policy Committee on Property and Development be concurred in and forwarded to Council.

Carried

STANDING COMMITTEE RECOMMENDATION:

On January 9, 2007, the Standing Policy Committee on Property and Development concurred in the administrative recommendation and submitted the matter to the Executive Policy Committee and Council.

RE: Proposed Sale of City-owned Property (Part Lot 35, Block 9, Plan 847 and Part River Lot 46 Parish of St. John North of Lot 34, Plan 30,626) – The Manitoba Hydro Electric Board

East Kildonan - Transcona Community
Elmwood - East Kildonan Ward

FOR SUBMISSION TO: Standing Policy Committee on Property and Development

ORIGINAL REPORT SIGNED BY: Director of Planning, Property and Development

REPORT DATE: December 15, 2006

RECOMMENDATION:

1. That Council declare the City-owned property (Part Lot 35, Block 9, Plan 847 and Part River Lot 46 Parish of St. John north of Lot 34, Plan 30,626) shown outlined on the attached Misc. Plan No. 12362/4 surplus to the City's requirements.

2. That subject to the approval of Recommendation 1, the sale of the City-owned property (Part Lot 35, Block 9, Plan 847 and Part River Lot 46 Parish of St. John north of Lot 34, Plan 30,626) and that portion of the easterly terminus of Martin Avenue West (DAOC 7/2005) shown outlined on the attached Misc. Plan No 12362/4 to The Manitoba Hydro Electric Board be approved at a price of $38,000.00, in accordance with the terms and conditions of the attached Offer to Purchase and subject to Council's enactment of the proposed opening and closing By-law.

3. That the Proper Officers of the City be authorized to do all things necessary to implement the intent of the foregoing.

Report Summary

Key Issues:

- The Manitoba Hydro Electric Board intends to consolidate that portion of Martin Avenue West and the City-owned property (Part Lot 35, Block 9, Plan 847 and Part River Lot 46 Parish of St. John north of Lot 34, Plan 30,626) with its adjoining property located at 491-511 and 490 Martin Avenue West, to provide for the planned expansion of its hydro substation at 511 Martin Avenue West.
- On February 22, 2006, Council adopted the closing of that portion of Martin Avenue West (DAOC 7/2005) as shown outlined on Misc. Plan No. 12362/2.
- The Planning, Property and Development Department is now recommending the approval of the terms and conditions of sale.

Implications of the Recommendation(s):

General Implications

(X) None

( ) For the organization overall and/or for other departments

( ) For the community and/or organizations external to the City

( ) Involves a multi-year contract

Comment(s):

Policy Implications

(X) No

( ) Yes

Comment(s):

Regulatory Implications

(X) None

( ) Eliminates or reduces regulatory impact

( ) Proposes regulatory impact

Comment(s):

Environmental Implications

(X) No

( ) Yes

Comment(s): The City's standard terms and conditions of sale include provisions to protect the City's interests in the event that environmental contamination is discovered.

Human Resources Implications

(X) No

( ) Yes

Comment(s):

Financial Implications

(X) Within approved current and/or capital budget

( ) Current and/or capital budget adjustment required

Comment(s):

Report

REASON FOR THE REPORT:

The Planning, Property and Development Department is in receipt of an Offer to Purchase that portion of Martin Avenue West and the City-owned property (Part Lot 35, Block 9, Plan 847 and Part River Lot 46 Parish of St. John north of Lot 34, Plan 30,626) and that portion of the easterly terminus of Martin Avenue West shown outlined on Misc. Plan No. 12362/4. Authority to approve the proposed terms and conditions of sale as set out in the attached Offer to Purchase rests with the Standing Policy Committee on Property and Development. Council's enactment of the proposed opening and closing By-law (DAOC 7/2005) is also required.

HISTORY:

The Manitoba Hydro Electric Board intends to consolidate the closed portion of Martin Avenue West and the subject City property with its adjoining property to the north (491-511 Martin Avenue West) and south (490 Martin Avenue West) in order to facilitate the planned expansion of its hydro substation at 511 Martin Avenue West.

On January 17, 2006, the East Kildonan - Transcona Community Committee considered and approved an application (DAOC 6/2005) to legally close that portion of Martin Avenue West shown identified as "Proposed Closing – part Martin Avenue West" and legally open lands identified as "Proposed Opening/Widening – Lane & Public Walk"; on Misc. Plan No. 12362/2.

On January 31, 2006, the Standing Policy Committee on Property and Development considered and approved DAOC 6/2005. Subsequently, on February 22, 2006, Council adopted DAOC 6/2006.

DISCUSSION:

The Planning, Property and Development Department has determined that there are no City requirements for the subject City lands. The Manitoba Hydro Electric Board has agreed, at its expense, to dedicate to the City a portion of its land shown as hatched and identified as "Property to be dedicated to the City of Winnipeg for Lane Widening/Public Walk" on Misc. Plan No. 12362/4. This property will be used by the City for a lane widening/public walk at the easterly terminus of Martin Avenue West.

The Public Works Department requires The Manitoba Hydro Electric Board to enter into a Servicing Agreement with the City of Winnipeg, to carry out the following works, at the Purchaser's expense:

(1) Relocate, remove, adjust, abandon and/or protect all related works as necessary, all existing utilities, street lights, etc. located within the Martin

Avenue West right-of-way being legally closed; all as determined by and to the satisfaction of the Directors of Public Works, and Water and Waste.

(2) Carry out necessary works to permit the drainage of the Martin Avenue West street pavement and right-of-way west of the proposed legal closure to be maintained, including, but not necessarily limited to relocation/adjustment of drainage inlets, regrading of the Martin Avenue West street pavement and all related works, all as determined by and to the satisfaction of the Director of Public Works.

(3) Carry out necessary works at the new terminus of Martin Avenue West to affect the closure including, but not necessarily limited to construction of curbing, fencing, gates, signing and all related works, all as determined by and to the satisfaction of the Director of Public Works.

(4) Construct a 1.83 metre chain link fence along the east and north limits of the 6.25 metre and 5.0 metre public right-of-way as same is shown as cross-hatched on Misc. Plan No. 12362/2 attached as "Proposed Opening/Widening lane and Public Walk".

(5) Construct in portland cement concrete pavement, a 4.5 metre radius and all related works, within the 3.0 metre by 3.0 metre right-of-way corner-cut, all as determined by and to the satisfaction of the Director of Public Works.

(6) Construct a 1.5 metre in width by 100mm in thickness portland cement concrete sidewalk in the 6.25 metre and 5.0 metre public walkway as same is shown as cross hatched on Misc. Plan No. 12362/2 attached as "Proposed Opening/Widening Lane and Public Walk" including but not necessarily limited to asphalt surfacing between the sidewalk and the fence, two bollards at each end of the public walkway and all related works, all as determined by and to the satisfaction of the Director of Public Works.

(7) Construct a 5.0 metre in width by 150mm in thickness portland cement concrete lane pavement in the 6.25 metre public lane, the first 10 metres of right-of-way south of Martin Avenue West, and all related works, all as determined by and to the satisfaction of the Director of Public Works.

The Water and Waste Department requires that if the existing wastewater sewer and watermain in the Closed Martin Avenue West street right of way impedes the Purchaser's proposed use of the land, the Purchaser shall, through a reputable engineering consultant: (1) determine a design for relocation of the watermain and wastewater sewer that is acceptable to the Water and Waste Department, and (2) if the homes that the existing sewer services within the Lands are to be removed and unless the Purchaser determines that the sewer is not required for the intended development, it can be abandoned at the Purchaser's expense.

The Planning, Property and Development Department recommends that the sale of that portion of Martin Avenue West and the City-owned property (Part Lot 35, Block 9, Plan

847 and Part River Lot 46 Parish of St. John north of Lot 34, Plan 30,626) shown outlined on Misc. Plan No. 12362/4 be approved for the following reasons:

a) As a result of Council approving the Purchaser's application (DAOC 6/2005), the Department supports a direct sale to this particular Purchaser.

b) The Purchaser will be responsible for all costs related to the closing and opening, including the necessary closing/opening plans and Plan of Survey.

c) The proposed sale price is supported by an internal appraisal report ($38,000.00)

d) The Purchaser will be responsible for all costs related to the construction of the fencing, concrete sidewalk, bollards and asphalt surfacing in the public walk, the cement pavement in the public lane opening, the removal, adjustment, relocation or protection of the existing utilities, street lights, etc. within the Martin Avenue West right-of-way and all related works.

e) The property will be placed on the tax roll at the time of closing of the sale.

f) The proposed terms and conditions of sale as recommended by the Department are in accordance with the City's standard terms and conditions and include special items required by the Department (i.e., the purchaser transferring to the City, at its expense, the property required for the lane widening and public walkway south of Martin Avenue West, title to the subject property to be consolidated with the Purchaser's adjacent property, the Purchaser to pay all costs related to construction of the lane widening and public walkway, removal, adjustment, relocation or protection of the existing utilities within the Martin Avenue West right of way.

Financial Impact Statement

Date: December 12, 2006

Project Name:

First Year of Program **2007**

Proposed sale of part of closed Martin Avenue West and City property north of Lot 34, Plan 30,626 and Part of Lot 35, Block 9, Plan 847.

	2007	2008	2009	2010	2011
Capital					
Capital Expenditures Required	$ -	$ -	$ -	$ -	$ -
Less: Existing Budgeted Costs	-	-	-	-	-
Additional Capital Budget Required	$ -	$ -	$ -	$ -	$ -
Funding Sources:					
Debt - Internal	$ -	$ -	$ -	$ -	$ -
Debt - External	-	-	-	-	-
Grants (Enter Description Here)	-	-	-	-	-
Reserves, Equity, Surplus	-	-	-	-	-
Other - Enter Description Here	-	-	-	-	-
Total Funding	$ -	$ -	$ -	$ -	$ -
Total Additional Capital Budget Required	$ -				
Total Additional Debt Required	$ -				
Current Expenditures/Revenues					
Direct Costs	$ -	$ -	$ -	$ -	$ -
Less: Incremental Revenue/Recovery	38,525	630	630	630	630
Net Cost/(Benefit)	$ (38,525)	$ (630)	$ (630)	$ (630)	$ (630)
Less: Existing Budget Amounts	(38,525)	(630)	(630)	(630)	(630)
Net Budget Adjustment Required	$ -	$ -	$ -	$ -	$ -

Additional Comments: Incremental revenue in 2007 consists of $38,000 in proceeds of disposition, which will be credited to the Land Operating Reserve Fund, and $525 in realty tax revenue, to be credited to the General Revenue Fund. The latter amount is based on the assumptions that the assessed value equals the sale price, the property is added to the tax roll effective March 1, 2007, and that the portioning and mill rates remain unchanged at 65% and 0.025448 respectively. Revenues in 2008 and onward represent realty tax for the full year using the same assumptions.

"Original signed by"
Mike McGinn, Ca
Manager of Finance

3534

IN PREPARING THIS REPORT THERE WAS:

Internal Consultation With and Concurrence By:

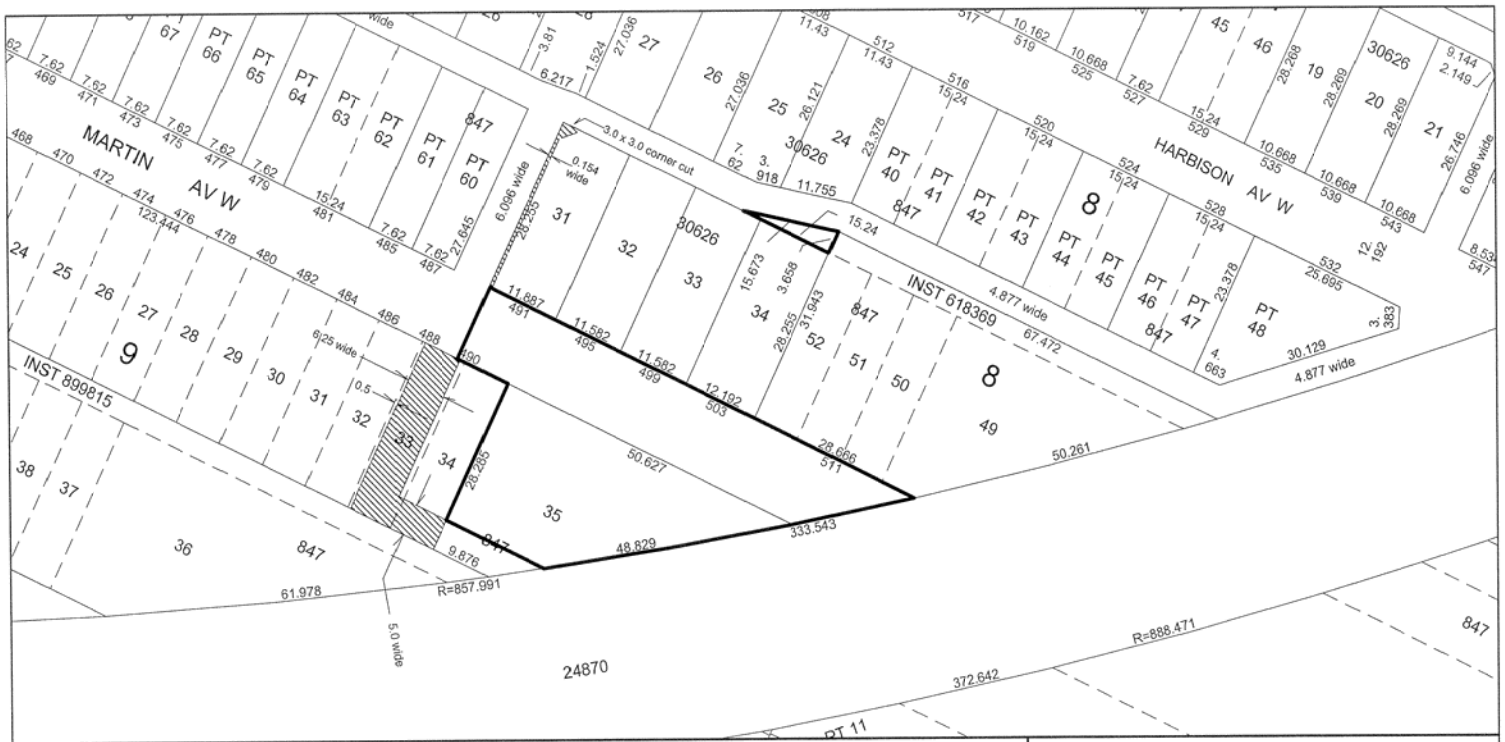
No consultation was required in preparing this report.

External Consultation With:

No consultation was required in preparing this report.

THIS REPORT SUBMITTED BY:

Department	Planning, Property and Development
Division	Real Estate
Prepared by:	Barry Lucyk
PPD File No.	8540



Date: 2006-SEPT-18
District: EKT
File: 8540
Scale: 1:750

METRIC

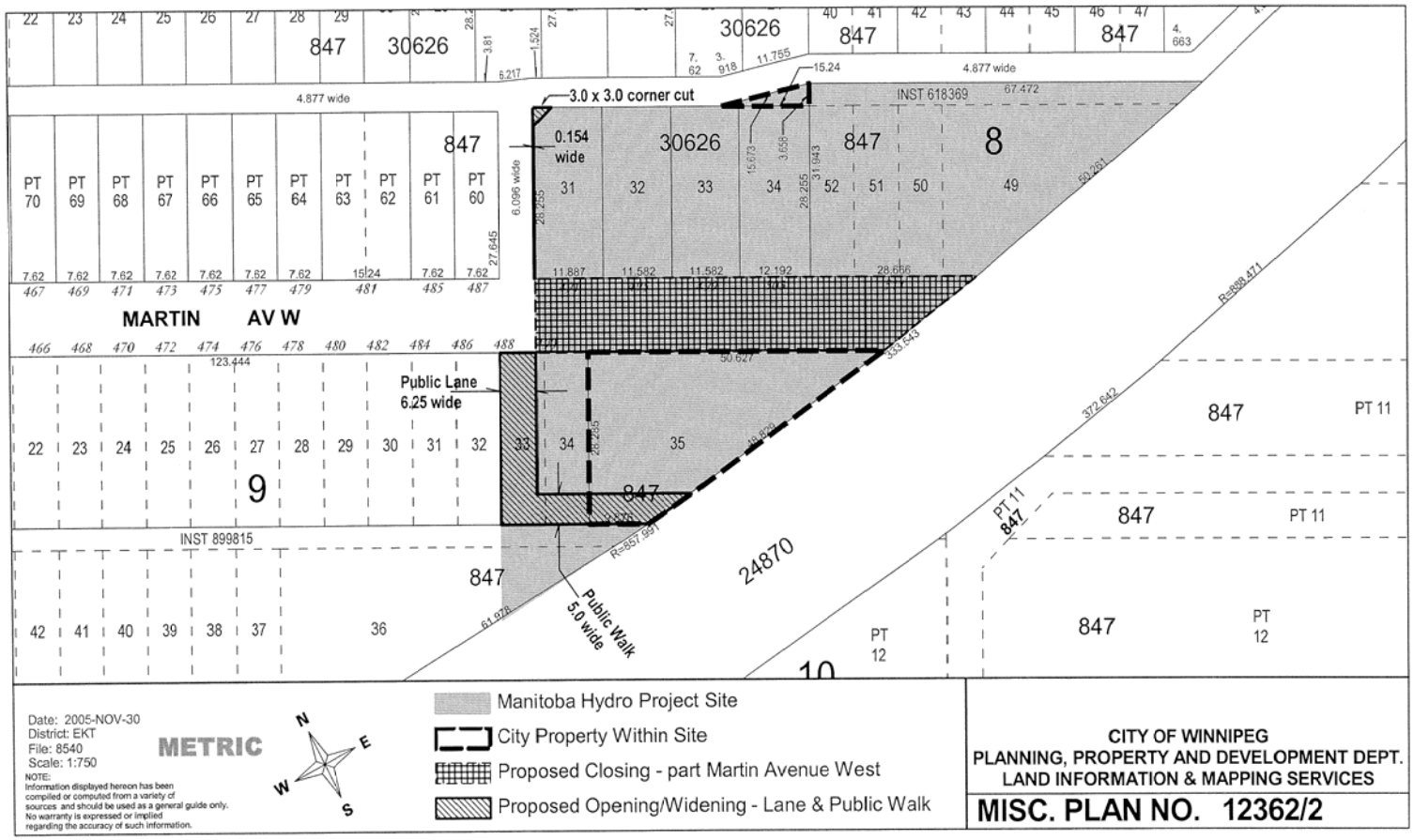
NOTE:
Information displayed hereon has been compiled or computed from a variety of sources and should be used as a general guide only. No warranty is expressed or implied regarding the accuracy of such information.

Property to be dedicated to the City of Winnipeg for Lane widening / Public Walk 219.2 sq.m. +/- (2360 sq.ft. +/-)

Property to be sold to Manitoba Hydro Area = 1652.9 sq.m.+/- (17,792 sq.ft. +/-)

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

MISC. PLAN NO. 12362 / 4



3.0 x 3.0 corner cut
0.154 wide
Public Lane 6.25 wide
Public Walk 5.0 wide
MARTIN AV W
INST 618369
INST 899815
4.877 wide
6.096 wide
R=888.471
R=857.991
24870
847
30626
8
9
10
PT 11
PT 12
Date: 2005-NOV-30
District: EKT
File: 8540
Scale: 1:750
METRIC
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Manitoba Hydro Project Site
City Property Within Site
Proposed Closing - part Martin Avenue West
Proposed Opening/Widening - Lane & Public Walk
CITY OF WINNIPEG
PLANNING, PROPERTY AND DEVELOPMENT DEPT.
LAND INFORMATION & MAPPING SERVICES
MISC. PLAN NO. 12362/2

File No: **8540**

INDUSTRIAL/COMMERCIAL

OFFER TO PURCHASE

The Undersigned, (hereinafter called "the Purchaser") hereby offers to purchase from The City of Winnipeg (the "City"), subject to Council enactment of the necessary By-law to effect the legal closing of a portion of Martin Avenue West, the following lands:

"Property to be sold to Manitoba Hydro" shown as a bold outline on Misc. Plan No. 12362/4 attached

(hereinafter called the "Lands")

for the sum of $38,000.00 Canadian cash.

The purchase price is payable as follows:

(a) By payment of $38,000.00 cash in Canadian Dollars, and
(b) By the transfer, at no cost to the City, of the real property which property is shown cross hatched as "Prope rty to be dedicated to the City for Lane Widening/ Public Walk" on Misc. Plan No. 12362/4 attached hereto, hereinafter referred to as the "Hydro Property", and which is free and clear of all encumbrances and restrictions at the Date of Closing,

and upon the following terms and conditions:

1. (1) Attached to this Offer is the Purchaser' s certified cheque payable to "The City of Winnipeg" in the amount of $5,700.00 Canadian dollars, and represents an amount equal to fifteen (15%) of the purchase price which the Purchaser tenders by way of deposit, and which sum shall be applied to the purchase price if the sale is approved by the City's Standing Policy Committee on Property and Development and/or City Council (in the event Council approval is required, (hereinafter called the "D ate of Approval"). The purchaser agrees to pay $32,300.00, being the balance of the purchase price, plus adjustments, and transfer the Hydro Property to the City on or before the date of closing, possession and adjustments (hereinafter called the "D ate of Closing").

(2) If the Purchaser fails to pay the balance of the purchase monies and adjustments on or before the Date of Closing as in sub-clause (1) above provided, the City may, at its option, cancel the sale and retain the deposit as liquidated damages.

(3) If the sale is not approved by the City's Standing Policy Committee on Property and Development, this Offer shall be null and void and the deposit shall be returned to the Purchaser within thirty (30) days of any non-approval.

2. (1) The date of closing, possession and adjustments shall be sixty days following the completion of the Closing and Opening Plans and Parcel Plan as set out in Clause 14 (1) and (2).

(2) The Purchaser agrees to pay as an adjustment an amount equal to the total of such taxes, rates and charges which would have been levied or charged against the Lands as though the Lands had been entered on the assessment rolls of the City as privately owned and subject to taxation, which adjustment shall be calculated from the date of adjustments to and including the last day of the current taxation year.

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

3. Goods and Services Tax

(1) The Purchaser agrees to pay to the City all Goods and Services Tax applicable on the sale of the Lands or, if the Purchaser is a registrant under the Goods and Services legislation, the Purchaser shall advise the City in writing of its registration number. The Goods and Services Tax is to be paid, or the registration number provided, to the City on or before the date of closing or the date the balance of monies is paid to the City, whichever is the earlier.

(2) If the Purchaser fails to pay the Goods and Services Tax or fails to provide its registration number as prescribed in sub-clause (1) of this Clause, the Purchaser agrees that all of the Purchaser's rights and interests in respect of the Lands shall, at the City's sole discretion, be fully ended without notice or any formality and all monies paid to the City by the Purchaser shall be retained by the City free from every claim.

4. The Purchaser will obtain possession of the Lands at the Purchaser's own expense.

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

6. The sale of the Lands to the Purchaser shall be subject to the provisions of the By-laws of the City of Winnipeg and all amendments thereto. Furthermore, the Purchaser acknowledges and understands that its proposed use and development of the Lands may require applications for re-zoning, variances or conditional uses, and amendments to Plan Winnipeg, which applications and resulting land dedication charges (if any) are to be at the sole cost and responsibility of the Purchaser.

7. The Purchaser 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.

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

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

(1) ensure that all work done in connection with such Environmental Site Assessment and/or soil testing is completed no later than ninety (90) days from the Date of Approval, and

(2) maintain the Lands in safe condition at all times during the conduct of any work done in pursuance of this Clause 9; and

(3) restore the Lands to the same condition as prior to its entering in or upon same in pursuance of this Clause 9; and

(4) indemnify and save harmless the City from and against all damages and claims arising out of or in any way attributable to the conduct of any such Environmental Site Assessment and/or soil testing; and

(5) provide copies of any such Environmental Site Assessment and/or Report concerning soil testing of the said lands to the City for its own use, at no cost to the City no later than ninety (90) days from the Date of Approval.

AND in the event it is determined as a result of said Environmental Site Assessment and/or soil testing, that contamination levels exceed Provincial Environmental Standards for the intended use of the Lands and documentation to that effect is produced to the City within ninety (90) days following the Date of Approval, but in any event, prior to closing, the City, at its sole option, shall be entitled to:

take remedial action to bring the contamination levels to within the Provincial Environmental Standards;

OR

cancel the sale and return all monies paid in respect of the proposed sale by the Purchaser to that date, PROVIDED that the Purchaser shall have first satisfied all conditions of this Clause 9.

AND FURTHER if the City has not been advised of any non-compliance of the Lands to Provincial Environmental standards within ninety (90) days from the Date of Approval, 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 at the Lands.

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

(2) 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.

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

(4) It is understood and agreed that the terms, conditions and covenants contained in this Clause 10 shall not merge but shall survive closing.

11. The City agrees that in the event the City, at its sole cost, conducts or causes to be conducted an Environmental Site Assessment and/or soil testing of the Hydro Property, it shall:

(1) ensure that all work done in connection with such Environmental Site Assessment and/or soil testing is completed no later than ninety (90) days from the Date of Approval, and

(2) maintain the Hydro Property in safe condition at all times during the conduct of any work done in pursuance of this Clause 11; and

(3) restore the Hydro Property to the same condition as prior to its entering in or upon same in pursuance of this Clause 11; and

(4) indemnify and save harmless the Purchaser 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 in the event it is determined as a result of said Environmental Site Assessment and/or soil testing, that contamination levels exceed Provincial Environmental Standards for the intended use of the Hydro Property and documentation to that effect is produced to the Purchaser within ninety (90) days

following the Date of Approval, but in any event, prior to closing, the Purchaser, at its sole option, shall be entitled to:

take remedial action to bring the contamination levels to within the Provincial Environmental Standards;

OR

cancel the sale and return all monies paid in respect of the proposed sale by the City to that date, PROVIDED that the City shall have first satisfied all conditions of this Clause 11.

AND FURTHER if the Purchaser has not been advised of any non-compliance of the Hydro Property to Provincial Environmental standards within ninety (90) days from the Date of Approval, the City agrees to complete the transaction as herein contemplated.

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

(1) The City has given no representations or warranties with respect to the Lands or with respect to the value thereof or with respect to the Purchaser's intended uses or development or redevelopment thereof or with respect to the environmental condition of the Lands;

(2) The Purchaser has inspected or investigated the Lands, the title thereto, the permitted encumbrances, any tenancies and all other matters material to the Purchase and the proposed use of the Lands and that it is relying solely upon its own independent inquiries and investigations and the advice of its own consultants and there are no representations, warranties, guarantees, conditions, collateral agreements, covenants and agreements except those expressly set forth herein;

(3) The Purchaser agrees that it is purchasing the Lands on an "as is", "where is" basis, and is purchasing the lands based entirely on its own examinations without any representation by or on behalf of the City or any agent of the City. The Purchaser acknowledges that it has relied entirely upon its own inspection and investigation with respect to quantity, quality and value of the Lands;

(4) Any information supplied to the Purchaser by the City or its agents or representatives is and was supplied without any representation or warranty, and that the responsibility for verification of any such information shall be the responsibility of the Purchaser; and

(5) 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 the offer in the strictest meaning.

13. (1) The Purchaser agrees that the sale of the Lands shall be subject to any easement which may be required by a public utility, including, but not limited to the Manitoba Hydro, MTS Allstream Inc., Centra Gas Manitoba Inc., or The City of Winnipeg, for the maintenance of existing and future facilities together with the right to enter upon the Lands at any time, with or without equipment for said purposes and subject to the owner covenanting not to erect or cause to be erected upon the easement area any building or structure without the prior written consent of the public utility or The City of Winnipeg requiring such easement. The Purchaser will assume any and all costs for any relocation of utility distribution facilities. The Purchaser agrees to provide the City with an easement for the existing water main and sewer services. The easement area shall be equal to the closed Martin Avenue West street right-of-way. In the event that the location of those existing City services will impede the Purchaser's proposed use of the

Lands, the Purchaser shall, thru a reputable engineering consultant: (1) determine a design for relocation of the water main that is acceptable to the Water and Waste Department, and (2) If the homes that the existing sewer services within the Lands are to be removed and unless the Purchaser determines that the sewer is not required for the intended development it can be abandoned at Manitoba Hydro's expense.

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

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

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

(1) The Purchaser shall, at the Purchaser's sole cost, effort and expense, do all things as are necessary, including but not limited to causing to be prepared a closing plan to effect the legal closing of a portion of the Lands and a Plan of Survey or a Parcel Plan whichever is deemed as being suitable for registration at Winnipeg Land Titles Office, together with such documentation as may be required to ensure that the Lands to be conveyed by the City and the Purchaser's adjoining property legally described as: pt. Lot 31, Lots 32 to 34, Plan 30626, Lots 49 to 52, Block 8, Plan 847, Pt. Lot 33 and Part Lot 34, Block 9, Plan 847, and part Parcel B, Plan 45,505 are consolidated so as to constitute a single and indivisible parcel. The Purchaser does hereby acknowledge that in complying with this obligation it may be required to arrange for the discharge and re-registration of existing encumbrances against the Purchaser's property described herein. This agreement shall run with the Lands and the Purchaser's adjoining property and shall bind the Purchaser, its successors and assigns and its successors in title.

(2) The Purchaser shall, at the Purchaser's sole cost, effort and expense, do all things as are necessary, including but not limited to causing to be prepared an Opening Plan to effect the legal opening of the land shown cross-hatched as "Proposed Opening/widening – Lane and Public Walk" on Misc. Plan No. 12362/2 attached hereto, suitable for registration at Winnipeg Land Titles Office in the name of the City of Winnipeg, all at no cost to the City.

(4) To pay the applicable Land Titles Office registration fees and Land Transfer Tax in respect thereto.

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

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

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

18. 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.

19. The Purchaser acknowledges and agrees that sale of the Lands by the City is subject to the approval of City Council or its delegated authority.

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

21. The sale of the Lands shall be subject to the Purchaser transferring to the City of Winnipeg, at no expense to the City, the real property shown cross-hatched as "Property to be dedicated to the City of Winnipeg for Lane Widening / Public Walk", on Misc. Plan No. 12362/3 attached, failing which, this Offer shall be null and void. The first 10.0 metres of this right –of-way, south of Martin Avenue West, is required for a vehicle turnaround area at the terminus of the street and is to be dedicated as a Public Lane. The remainder is to be dedicated as a Public Walkway.

22. The Purchaser shall, prior to the date of closing, enter into a Servicing Agreement with the City of Winnipeg, to carry out the following works, at the Purchaser's e xpense:

(a) Relocate, remove, adjust, abandon and/or protect all related works as necessary, all existing utilities, street lights, etc. located within the Martin Avenue West right-of-way being legally closed and sold to the applicant, all as determined by and to the satisfaction of the Directors of Public Works, and Water and Waste.

(b) Carry out necessary works to permit the drainage of the Martin Avenue West street pavement and right-of-way west of the proposed legal closure to be maintained, including, but not necessarily limited to relocation/adjustment of drainage inlets, regarding of the Martin Avenue West street pavement and all related works, all as determined by and to the satisfaction of the Director of Public Works.

(c) Carry out necessary works at the new terminus of Martin Avenue West to effect the closure including, but not necessarily limited to construction of curbing, fencing, gates, signing and all related works, all as determined by and to the satisfaction of the Director of Public Works.

(d) Construct a 1.83 metre chain link fence along the east and north limits of the 6.25 metre and 5.0 metre public right of way as same is shown as cross-hatched on Misc. Plan No. 12362/2 attached as "Propos ed Opening/Widening lane and Public Walk".

(e) Construct in portland cement concrete pavement, a 4.5metre radius and all related works, within the 3.0 metre by 3.0 metre right-of-way corner-cut being provided under Clause 19 herein, all as determined by and to the satisfaction of the Director of Public Works.

(f) Construct a 1.5metre in width by 100mm in thickness Portland cement concrete sidewalk in the 6.25 metre and 5.0 metre public walkway as same is shown as cross hatched on Misc. Plan No. 12362/2 attached as "Proposed Opening/Widening lane and Public Walk" including but not necessarily limited to asphalt surfacing between the sidewalk and the fence, two bollards at each end of the public walkway and all related works, all as determined by and to the satisfaction of the Director of Public Works.

(g) Construct a 5.0 metre in width by 150mm in thickness portland cement concrete lane pavement in the 6.25 metre public lane, the first 10 metres of right-of-way south of Martin Avenue West, and all related works, all as determined by and to the satisfaction of the Director of Public Works.

The Water and Waste Department of the City maintains a watermain and a combined sewer line within the Martin Avenue West street being closed. These facilities shall be relocated at the Purchaser's expe nse.

23. The Hydro Property shall be transferred to the City with vacant possession on the Date of Closing.

24. The Purchaser agrees to take title to the Lands subject to caveat # 268356 and caveat #899815.

25. The Purchaser shall, at its expense prior to the Date of Closing, apply for, obtain and complete the demolition of the existing buildings in accordance with the terms of the demolition permits for the dwellings addressed 488, 490, 491, 495, 499 and 503 Martin Avenue West.

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

The Manitoba Hydro Electric Board — P.O. Box 815, Winnipeg, Man. R3C 2P4
Name (Please Print) Address

Purchaser's Registrat ion No. (G.S.T.)R122063779

IN WITNESS WHEREOF the Purchaser has signed this document in the City of Winnipeg, this 8th day of December 2006

Witness — Authorized Signature

Authorized Signing Authority
J. Quinn Menec
Manager, Property Department

Name and Title of Authorized Signature (Please print)

Witness — Authorized Signature

Name and Title of Authorized Signature (Please print)

THE CITY OF WINNIPEG

Per: _____
DIRECTOR of Planning, Property and Development

Approved as to details:

Planning, Property and Development

Approved as to form:

for City Solicitor/Manager of Legal Services

Approved as to details:

_____
Public Works Department

Approved as to details:

_____
Water and Waste Department

C:\Real Estate\barry\8540MartinAveWest\mbhydrooffer2.doc

EXHIBIT "A"
Real Owner Application

To the City Assessor

_____ Roll No. _____
(Name of Municipality)

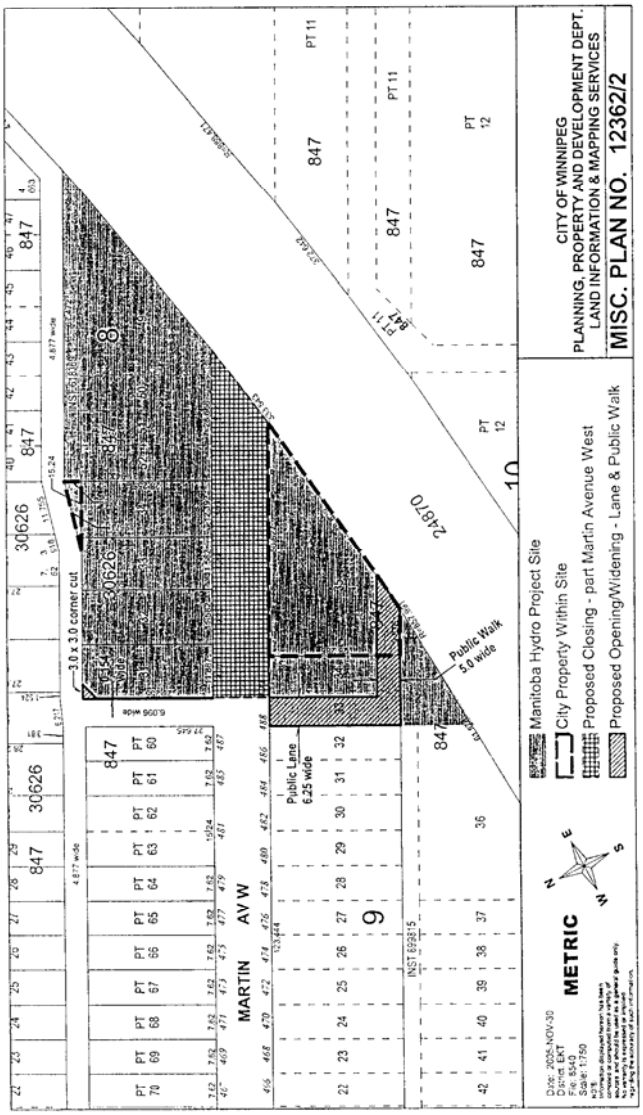
1. I/We_____
(Print Full Name)
request that my/our name(s) appear in the Assessment Roll of the City of Winnipeg in respect to the following property, pursuant to Section 12(1) of "The Municipal Assessment Act", Cap. M 226 S.M..
2. Description of Properties: (Give description of all property in respect of which you wish your name to appear).

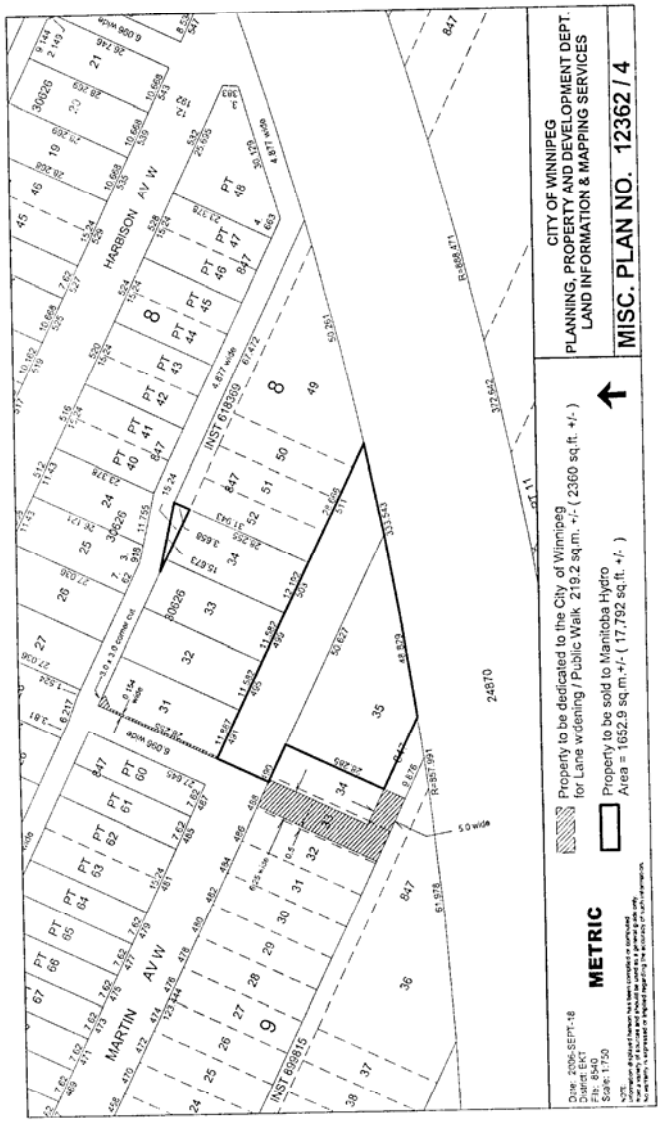
Part of Lot or Section	Lot or Section	Block or Township	Plan or Range	Interest in Property

3. Mailing Address_____
4. Place of Residence_____
5. Name and Address of Registered Owner_____
(Print)
_____
(Print)
6. Description of building on property:
Dwellings _____
Other Buildings _____
7. Date of Purchase _____ 8. Purchase Price_____

Date: Nov. 8 2006 _____
(Signature of Applicant)

Office of the City Assessor
The City of Winnipeg _____
(Signature of Registered Owner)


CITY OF WINNIPEG
PLANNING, PROPERTY AND DEVELOPMENT DEPT.
LAND INFORMATION & MAPPING SERVICES
MISC. PLAN NO. 12362/2
Manitoba Hydro Project Site
City Property Within Site
Proposed Closing - part Martin Avenue West
Proposed Opening/Widening - Lane & Public Walk
METRIC
MARTIN AV W
Public Lane 6.25 wide
Public Walk 5.0 wide
3.0 x 3.0 corner cut
24870
30626
847
PT 11
PT 12


CITY OF WINNIPEG
PLANNING, PROPERTY AND DEVELOPMENT DEPT.
LAND INFORMATION & MAPPING SERVICES
MISC. PLAN NO. 12362 / 4
Property to be dedicated to the City of Winnipeg for Lane widening / Public Walk 219.2 sq.m. +/- (2360 sq.ft. +/-)
Property to be sold to Manitoba Hydro Area = 1652.9 sq.m.+/- (17,792 sq.ft. +/-)
METRIC
Date: 2006-SEPT-18
District: EKT
File: 8540
Scale: 1:750
HARBISON AV W
MARTIN AV W
INST 618369
INST 699815
24870