

DEVELOPMENT AGREEMENT AG 4/10

[Subdivision Agreement – long form – The City of Winnipeg Charter, Sections 259(1) and 268(1)]
Riel Community
Council Approval: July 21, 2010

BETWEEN:

THE CITY OF WINNIPEG

- and -

THE MANITOBA HOUSING AND RENEWAL CORPORATION

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THIS AGREEMENT made in duplicate effective July 21, 2010

BETWEEN:

THE CITY OF WINNIPEG

("City")

OF THE FIRST PART,

- and -

THE MANITOBA HOUSING AND RENEWAL CORPORATION

("Developer")

OF THE SECOND PART.

WHEREAS:

- a) The Developer represents that it is the owner or entitled to be the owner of certain lands located within the boundaries of the City of Winnipeg as described in Schedule "A" and shown outlined on three plans attached as Schedules "B-1", "B-2", and "B-3" (hereinafter called the "Planned Area"); and
- b) The Developer and the City wish to establish development conditions for the Planned Area; and
- c) The Developer, subject to the approval of the City, proposes to install and construct utilities and other services to serve the Planned Area; and
- d) The City has approved three plans of subdivision (Schedules "B-1", "B-2" and "B-3"), subject to this Agreement being entered into.

NOW THEREFORE in consideration of those approvals and the sum of ONE DOLLAR (\$1.00) paid by each party to the other, the receipt and sufficiency of which is hereby acknowledged, the City and the Developer covenant and agree as follows:

1. Definitions

Unless the context otherwise requires, where used herein:

- a) "Planned Area" means all the land described in Schedule "A" and outlined on the plans attached as Schedules "B-1", "B-2", and "B-3" hereto;
- b) "Director of Public Works", "Director of Water and Waste", "Director of Planning, Property and Development", and "City Solicitor" mean the Director of Public Works, Director of Water and Waste, Director of Planning, Property and Development, and City Solicitor of the City for the time being or such other persons designated by them;
- c) "Developer-Owned Land" means all the land within the Planned Area owned by the Developer or in which a beneficial interest is held by the Developer, its successors, assigns, purchasers, or nominees at any time during the term of this Agreement;
- d) "Privately Owned Land" means all the land other than City- or Developer-Owned Land benefiting from services installed to serve the Planned Area;
- e) "Letter of Credit" means a Letter of Credit in the form shown as Schedule "F" hereto, issued by a bank licensed to carry on business in Canada, or, at the option of the City Solicitor, some other security which, in the opinion of the City Solicitor, provides equivalent immediate cash protection and which may include but is not limited to a Letter of Credit by an institution other than a bank;

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City's Initials: Je

- f) "Substantial Performance" means Substantial Performance as certified by a professional engineer having delivered a Certificate of Substantial Performance in accordance with The Builders' Liens Act (Manitoba).
- g) "Waverley West Northwest Neighbourhood" means the subject area of the Waverley West Northwest Neighbourhood Area Structure Plan By-Law No. 37/2010.
- h) "Waverley West Town Centre Neighbourhood" means the subject area of the Waverley West Town Centre Neighbourhood Area Structure Plan By-Law No. 38/2010.

2. Contract Documents

The Agreement comprises the following:

- a) The main body, consisting of 12 pages;
- b) Schedule "A" – legal description of the Planned Area;
- c) Schedules "B-1", "B-2", and "B-3" - plans of subdivision outlining the Planned Area (Deposit Numbers 653/2011, 666/2011, and 652/2011 respectively);
- d) Schedule "C" - special terms regarding the installation of municipal services and fee payments;
- e) Schedule "D" - construction and maintenance specifications;
- f) Schedule "E" – conceptual servicing drawing for the Planned Area;
- g) Schedule "F" – form of Letter of Credit;
- h) Schedule "G" – street opening plan (Deposit Number 922/2008); and
- i) Any written variation of or amendment or addition to this Agreement or any of the Schedules, signed by the Developer and by or on behalf of the Director of Public Works or the Director of Water and Waste or the Director of Planning, Property and Development, all of which are and shall be binding upon the parties hereto as fully and to the same extent as if set out herein.

3. Subdivision and Zoning

- a) The Developer shall, at its own cost and expense, prepare and secure approval and registration of any plan(s) of subdivision.
- b) Nothing herein contained shall constitute the approval by the City of any plan(s) of subdivision, or any zoning change, variance, or conditional use desired by the Developer.

4. General Instructions

- a) No development, including excavation, landscaping improvements, and parkland development, shall take place within or to serve the Planned Area without application to, and the approval of, the Director of Public Works and the Director of Water and Waste and the Director of Planning, Property and Development.
- b) Before commencing any work, the Developer shall familiarize itself with all the relevant City designs and specifications, and agrees that all materials and workmanship installed or carried out by the Developer shall conform to the requirements of this Agreement, including the documents described in the Schedules

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to this Agreement. If there is any conflict between those requirements and the requirements of the Director of Public Works, the Director of Water and Waste, or the Director of Planning, Property and Development under this Agreement, those Directors' requirements shall apply.

- c) The Developer shall grant to the Director of Public Works and the Director of Water and Waste and their delegates free and uninterrupted access to any and all parts of the Planned Area for the purpose of making inspections and taking samples of materials used in the services being installed. If any material, design, or installation does not conform to this Agreement or to the requirements of the Director of Public Works, the Director of Water and Waste, or the Director of Planning, Property and Development, the applicable Director(s) may stop any further work and order the removal and replacement of unsatisfactory works.

5. Taxes

Prior to the release of the approved subdivision mylars, the Developer shall pay all municipal taxes, including arrears, penalties, and the commuted amount of all local-improvement levies outstanding, on all Developer-owned lands within the Planned Area.

6. Approvals for City-Shared Services

The Developer shall obtain written authorization from the City before doing any work or supplying any materials for which the City is required to pay in whole or in part, and the City will authorize the work to proceed and the materials to be supplied at prices agreed upon by the Director of Public Works and/or the Director of Water and Waste. The prices agreed upon shall apply to all work to be done by the Developer and paid for by the City.

7. Controls over Installation of Municipal Services and Landscaping

- a) The Developer shall not proceed with the installation of any of the improvements, municipal services, or landscaping within or to serve the Planned Area until:
 - i) the relevant plan(s) of subdivision has/have been approved by the City and registered in the Land Titles Office, unless the commencement of such installation prior to registration is approved by the Director of Planning, Property and Development, the Director of Public Works, and the Director of Water and Waste, and a release and indemnity is provided by the Developer in a form satisfactory to the City Solicitor; and
 - ii) Detailed engineering drawings of and specifications for the municipal services and improvements to be constructed to serve the Planned Area have been approved by the City.
- b) The Developer shall not proceed with the landscaping improvements within road allowances to serve the Planned Area until drawings of and specifications for the landscaping improvements have been released for construction or approved by the Director of Public Works.
- c) The Developer agrees that where any of the improvements, municipal services, and/or works provided for in this Agreement will be installed across lands owned by the Developer or private owners, the Developer shall, at its sole cost and expense, at the request of the City, obtain and provide the City with easements, in a form satisfactory to the City Solicitor, to enable the City to access said lands to service, repair, and maintain such improvements, municipal services, or works.

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8. Privately Owned Lands

- a) Where privately owned lands benefit from any improvement(s) to be provided by the Developer, the City agrees to, upon written request by the Developer, endeavour to pass (a) local improvement by-law(s) in respect of those lands for said improvement.
- b) If the City passes (a) local improvement by-law(s) to levy taxes against the privately owned lands described in a) above, then, upon completion of the improvement(s) or within a reasonable time following Council's approval of capital funds for the improvement (s), the City shall pay the Developer the lesser of the cost to the Developer of improving privately owned lands and the amount calculated on the basis of the City's Local Improvement rate prevailing upon construction completion.
- c) Where the Council does not pass (a) local improvement by-law(s), the Developer agrees, notwithstanding any petition(s) against the proposed By-law(s), to install the improvement at its cost, and the City agrees to endeavour, within its powers, not to allow the owner of the privately owned lands to utilize the improvement unless and until the owner has paid its proportionate share of the cost of any such improvement, which the City further agrees to pay to the Developer.
- d) The Developer agrees not to petition against, or sign or support any petition against, any local improvement to be installed under the provisions of this Agreement.
- e) The Developer acknowledges that, in voting on any Local Improvement By-law, each Councillor must vote as he or she sees fit, and that the City cannot assure the Developer that City Council will enact a Local Improvement By-law.

9. Planned and Orderly Development

- a) To ensure an orderly development, the Developer agrees to install the wastewater sewers, land drainage sewers, and watermains required to service the Planned Area in an orderly sequence, as directed by the Director of Water and Waste, and to install the street pavements, lane pavements, sidewalks, signage, and lighting required to service the Planned Area, following the installation of the sewers and watermains, in an orderly sequence, as directed by the Director of Public Works.
- b) Before applying for a Building Permit for a single-family or two-family lot, the Developer shall complete, to the satisfaction of the Director of Water and Waste, the sewer and water connections from the street to the property line of such lot.
- c) Until pavement is installed by the Developer under the terms of this Agreement, the Developer shall be responsible, at its own expense, for gravelling and maintaining each street within the Planned Area to be used as an access road, or upon which buildings are being constructed, in a passable and usable condition. The Director of Public Works shall be the sole judge as to whether a street is in passable or usable condition; nothing contained in this subparagraph shall affect the obligation of the Developer to pave the streets as provided in the Agreement; and nothing shall obligate the City to provide snow clearance for any unpaved road which is being used as an access road.
- d) The Developer shall not permit occupancy of any building erected on any lot in the Planned Area until such building and lot have been serviced with wastewater sewer, land drainage sewer, and water, and the street surfaced, satisfactory to the Director of Public Works and the Director of Water and Waste.
- e) Ornamental street lighting and permanent street signs shall be ordered by the Developer for installation within three months of completion of the pavement of, or upon occupancy of any building on, any street, whichever shall occur first. If the Developer is unable to arrange for the timely installation of ornamental street lights,

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no lot or building within the Planned Area shall be occupied until temporary lighting, satisfactory to the Director of Public Works, has been installed on the street on which it fronts, and until the Developer has provided the Director of Public Works with written evidence, satisfactory to the City, that it has concluded arrangements for the installation of a permanent system of ornamental street lights for that street.

10. Insurance

The Developer shall employ contractors licensed by the City for the construction of sewers, watermains, pavement, and landscaping on City streets and lanes, and each contractor shall file with the City a Contractor's Liability Insurance policy to provide evidence of coverage in amount and form satisfactory to the City.

11. Letters of Credit

- a) The Developer shall indemnify and save the City harmless from and against all loss, claims, costs (including court costs), expenses, and professional fees paid or incurred by the City arising out of or related to any duty or obligation imposed on the City by The Builders' Liens Act (Manitoba) in respect of any work carried out by or on behalf of the Developer pursuant to this Agreement to serve the Planned Area.
- b) The Developer shall provide to the City, prior to commencement of any work under this Agreement, an irrevocable Letter of Credit in favour of the City in an amount equal to 7.5% of the value of the work, services, and materials to be done, provided, or supplied in performance of its obligations under this Agreement, as determined by the Director of Public Works and the Director of Water and Waste, in a form satisfactory to the City Solicitor, to guarantee performance of the Developer's obligations under The Builders' Liens Act (Manitoba).
- c) To guarantee the installation of the municipal services, improvements, and works and the performance of all other covenants and commitments of the Developer, including commitments to make payments "on demand", the Developer agrees to provide to the City, prior to the commencement of any work under this Agreement, (an) irrevocable Letter(s) of Credit, in favour of the City, in an amount determined by the Director of Public Works and the Director of Water and Waste, and in a form satisfactory to the City Solicitor.
- d) If, within 30 days of the date of expiry a Letter of Credit, there remains, in the opinion of the Director of Public Works, the Director of Water and Waste, or the Director of Planning, Property and Development, an outstanding covenant or obligation of the Developer, including the provision of approved as-built drawings, the City may draw the full amount of that Letter of Credit, or any portion thereof, unless the Developer earlier provides a replacement Letter of Credit, in which case the provisions of this paragraph shall apply to that replacement Letter of Credit and all subsequent replacement Letters of Credit. It is agreed that failure by the Developer to provide a replacement Letter of Credit shall constitute a default under this Agreement and entitle the City to draw the full proceeds of the existing Letter of Credit without notice under Paragraph 21 and any monies held in place of a Letter of Credit may be used as provided in this Agreement in the event of default.
- e) In the event of any default under or termination of this Agreement, for whatever cause, the City may use the proceeds of any Letter of Credit, or the amount of approved equivalent security provided by the Developer, as it sees fit to ensure the orderly completion, repair, maintenance, or operation of the works, within and to serve the Planned Area; the City may, at its discretion, complete, repair, maintain, and/or operate such work for the purpose of completing, as far as possible, the development of the Planned Area as contemplated by this Agreement; and the City shall have the right to enter upon and use any lands within the Planned Area. The

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extent of the work to be done by the City and the time within which it shall be completed shall be at the sole discretion of the City.

12. Tidiness

Until development has been completed within the Planned Area, the Developer covenants and agrees to maintain, at all times, at its own expense, and to the satisfaction of the Director of Public Works and the Director of Water and Waste, all unserviced Developer-owned areas in a manner so that they will not be unsightly. Such maintenance shall include levelling same to the grade of the surrounding area and the cutting of grass and weeds thereon, removal of any debris and litter, and providing proper drainage for any water that may accumulate so as to ensure public safety until servicing or final landscaping is completed, in a manner not offensive to the public view.

13. Remedies Cumulative and Not Alternative

Notwithstanding, and in addition to any other remedies provided by law, or available to either party in this Agreement, the other party shall, in addition and at its option as a cumulative and not an alternative remedy, be entitled to restrain any breach and enforce compliance with any term or condition by way of an injunction applied for in Court of Queen's Bench, in the Province of Manitoba. All of the remedies of each party hereto shall and are hereby deemed to be cumulative and not alternative, and either party hereto may exercise any one or all of the remedies available to it under the terms hereof or available to it by law, at any time.

14. Maintenance and Indemnities

The Developer hereby further covenants, warrants, undertakes and agrees:

- a) That subject to any other provision of this Agreement, or the Schedules attached hereto, the Developer shall maintain all municipal services, works, or improvements installed by the Developer pursuant to the terms of this Agreement in good operating condition for a period of one year from the date of substantial performance or as may otherwise be provided in Schedule "C", and any letter(s) of credit posted by the Developer shall provide for all such guarantees and warranties of maintenance;
- b) During the term of this Agreement, to indemnify and save harmless the City from and against all public liability, property damage claims and personal damage claims arising in respect of the construction, installation, or manner or method of construction or installation of any improvement, service, or work to be constructed by the Developer, or in respect of any defect therein or caused thereby, together with all costs, charges, and expenses arising by reason of or in connection with any such claims; and the Developer hereby agrees to procure and maintain, at its own expense, or if the City consents, to cause any contractor installing any such improvement, work, or service to procure and maintain at its own expense, a policy of public liability and property damage insurance in an amount satisfactory to the City, and to furnish to the City a copy of such policy, showing loss payable thereunder to the Developer, the contractor, and the City, as their respective interests may appear.

15. General Indemnity by the Developer

Nothing in this Agreement shall make the Developer the agent of the City. The Developer shall execute and implement the improvements, works, and services referred to in this Agreement on its own behalf, in a safe and prudent manner. Accordingly, the Developer shall indemnify and save harmless the City from and against all claims, demands, actions, sums, liabilities, obligations, losses, or suits of any nature, whether at law or equity, arising at any time during the currency of this

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Agreement out of any matter or obligation of the Developer under the terms of this Agreement. Nothing shall extend this indemnity to any act or omission of the City.

16. Performance by the City

All of the covenants, agreements, acts and obligations of the City under this Agreement shall be undertaken only within the limits of the powers of the City from time to time. Notwithstanding anything in this Agreement, the City shall be under no higher obligation or duty than to exercise its best efforts to undertake those covenants, agreements, acts and obligations within the limits of those powers. The City shall be under no liability to the Developer, or any other person, firm or corporation for the City's failure or inability to undertake such covenant, agreement, act or obligation if such failure or inability is beyond the control of the City or is caused by the operation of law, and the City shall not be liable for any losses or damages suffered by the Developer as a result of the failure or inability of the City to undertake such covenant, agreement, act or obligation.

17. Extensions

Subject to Paragraph 16, should the Developer be obstructed or delayed in the prosecution or completion of any of the works herein specified by reason of the act, neglect, delay or default of the City or any of its employees or agents, or by reason of delays in obtaining materials due to strikes, lockouts, work stoppages or delays in transit, or for any delay by reason of act of God, war, revolution, political disturbance, fire, flood, or other cause beyond the Developer's control, then the time fixed in this Agreement for the completion of work or performance of duties shall be extended for a period equal to the time lost to the Developer by reason of any or all of the causes aforesaid, provided that the Developer shall inform the City not later than the 31st day of December in each year during the currency of this agreement, of any extension or extensions of time claimed for that year.

18. Term of the Agreement

The term of this Agreement shall be from the effective date of its signing until each and every covenant of the Developer has been performed to the satisfaction of the City, unless the Agreement is terminated as provided herein.

19. Arbitration Procedure

Should a dispute arise between the Developer and the City as to any of the terms, covenants, conditions or provisions contained herein or contained in the Schedules attached hereto, or as to their interpretation or applicability, or as to any sums payable hereunder (with the exception of those matters as set out in the Agreement which are to be completed to the sole satisfaction of, or decided solely by, the Director of Public Works and/or the Director of Water and Waste), then the matter shall be referred to a single arbitrator, if the parties can mutually agree upon one, otherwise to a board of three arbitrators who shall be qualified engineers or, in the case of landscaping improvements and parkland development, landscape architects. One arbitrator shall be appointed by the Developer, one arbitrator shall be appointed by the City, and the third arbitrator shall be appointed by the first two appointed arbitrators.

Should arbitration under this Agreement become necessary, then such arbitration shall be conducted subject to the provisions of The Arbitration Act (Manitoba), as amended from time to time. In the event that the parties are unable to agree upon a sole arbitrator, if the first two named arbitrators are unable to agree on the third arbitrator, either may apply to any judge of the Court of Queen's Bench in Manitoba, upon ten days' notice in writing to the other arbitrator, and said judge shall appoint a

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third arbitrator. In the event that one of the parties to this Agreement refuses or neglects to appoint its arbitrator within 30 days of the appointment of the other's arbitrator and serves written notice upon the other party requiring an appointment to be made under the terms hereof, then the arbitrator first appointed shall, after the expiry of the said 30 day period, at the request of the appointing party, act as the sole arbitrator as if appointed by all parties for the purpose. The award or determination made by the arbitrator or majority of the arbitrators (including the appointment and awarding of costs of the arbitration) shall be final and binding upon the parties hereto and their respective successors and assigns.

20.

Authority and Capacity to Contract

- a) This Agreement shall be of no force or effect until, if required by the City Solicitor, the Developer has delivered to the City Solicitor, in a form satisfactory to the City Solicitor, such certified copies of Land Titles Office searches or such other documents as may be necessary to satisfy the City Solicitor that the Developer owns the lands to be developed within the Planned Area or has a sufficient interest in them or is otherwise in a position to effectively deal with them.
- b) The Developer agrees for itself and its successors and assigns, that it will not in any way, attempt to impeach the validity of this Agreement or any part hereof, or challenge or attempt to impeach the capacity of the City to enter into this Agreement and all the provisions herein contained, provided that nothing herein shall prevent either party hereto from litigating their respective rights under this Agreement subject to the provisions in this paragraph. In the event that, notwithstanding the provisions of this paragraph, any provision of this Agreement shall be found by a court of competent jurisdiction to be void, invalid or unenforceable, it shall be severable from the rest of the Agreement, and the rest and remaining portion of the Agreement shall be valid and shall remain in full force and effect.

21.

Default by the Developer

If the Developer should default under any provision of this Agreement, the City shall give the Developer notice of the particulars of the default.

If, within ten days following delivery of such notice, the Developer fails to rectify the default described in the notice to the satisfaction of the City, then the City shall be entitled to draw upon the performance security provided by the Developer, remedy the default in whole or in part, and recover from the Developer any costs thereof in excess of that performance security to rectify such breach or default. Alternatively, the City shall be entitled to seek an injunction to restrain any breach, to enforce any term or condition of this Agreement, or to seek a declaration terminating this Agreement for non-performance, or any and all such remedies (which remedies are hereby acknowledged as being cumulative and not alternative), provided that if the Agreement is terminated by virtue of the Developer's default, the parties hereto agree that the City shall not be liable for any loss or damage that may be suffered by the Developer as a result of such termination. The parties hereto further covenant and agree that the City, in any such event, shall not be liable for any loss or damage suffered by any other person, firm, or corporation by virtue of such termination, and the Developer does hereby, for itself and its successors and assigns, indemnify and save harmless the City and its successors and assigns from any claim or demand from any person, firm, or corporation which may suffer loss or damage by reason of the termination of this Agreement because of the Developer's failure or default.

Developer's Initials: MS

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22. General Provisions

- a) This Agreement shall not be assignable by the Developer without the consent of the City first being obtained in writing, which consent shall not be unreasonably withheld.
- b) Any party to this Agreement may waive the performance of any obligation to be performed for its benefit by the other party, provided that the waiver is in writing, and provided further that any such waiver shall extend only to the breach waived or performance excused, and shall in no way be deemed to be a continuing waiver of such provision or any other term or provision of this Agreement.
- c) The headings of the paragraphs in this Agreement are inserted for convenience only, and shall in no way define, limit, restrict, or describe the scope or intent of this Agreement, or affect its terms and provisions.
- d) Any notice required to be given by either of the parties, except where otherwise specifically provided, shall be deemed to have been legally delivered if:

- i) Delivered personally to the Developer at:

The Manitoba Housing and Renewal Corporation
2707-83 Garry Street
Winnipeg, Manitoba
R3C 4J9

Delivered personally to the City at:

The City of Winnipeg
Legal Services Department
3rd Floor - 185 King Street
Winnipeg, Manitoba
R3B 1J1

Attention: Director of Legal Services and City Solicitor

- ii) Faxed to the Developer or to the City at the following respective fax numbers:

Developer: 204 945 4733
City: 204 947 9155
 - iii) Sent by registered mail to the Developer or to the City at the above-noted addresses.

If personally delivered or faxed, notice will be deemed to have been received as of the date of such personal delivery or fax transmission.

If sent by registered mail, notice will be deemed to have been received on the fifth business day after the day of mailing.

- e) This Agreement shall be read with such changes of number or gender as the context may require.
 - f) If the Developer is more than one person or entity, the covenants of the Developer shall be deemed joint and several.

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- g) The Owner and the City agree that all provisions of this Agreement shall be severable, and that if any provision of this Agreement is declared invalid, illegal or unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement shall not be affected thereby and shall remain valid and in full force.
- h) This Agreement shall be interpreted under and is governed by the laws of the Province of Manitoba and of Canada as applicable, and except where provision for arbitration is specifically provided for in this Agreement, is subject to the exclusive jurisdiction of the courts of the Province of Manitoba.
- i) Every provision of this Agreement by which the Developer is obligated in any way shall be deemed to include the words "at the expense of the Developer and at no expense to the City" unless the context otherwise requires.
- j) References in this Agreement to any statute or any provision thereof include such statute or provision thereof as amended, revised, re-enacted and/or consolidated from time to time and any successor statute thereto.
- k) This Agreement and the Schedules annexed to and forming a part of this Agreement, set forth all of the covenants, promises, agreements, conditions and understandings between the Developer and the City, and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them other than as set forth in this Agreement. Except as otherwise provided in this Agreement, no subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the Developer or the City unless reduced to writing and signed by both of them. It is further understood and agreed that all of the agreements and provisions contained in this Agreement are to be construed as covenants on the part of the party so agreeing to them.
- l) This Agreement may be executed in any number of counterparts, each of which shall be an original, and all of which, together, shall constitute one and the same instrument.
- m) This Agreement and everything herein contained shall enure to the benefit of and be binding upon the successors and assigns of the City and the heirs, executors, administrators, successors and assigns of the Developer.
- n) Time shall be of the essence of this Agreement.

23. Payments

Unless otherwise provided in this Agreement:

- a) Where, under this Agreement, the Developer is required to make a payment to the City based upon a standard City rate, if that rate is changed prior to payment by the Developer, the payment shall be recalculated and payable at the new rate.
- b) Where, under this Agreement, the Developer is required to make a payment to the City "on demand", if it is not paid within 14 days of that demand, interest shall be payable to the City from expiry of the 14 days to the date of payment, at a rate of interest equal to the average borrowing rate paid by the City over that period.
- c) Where any payment due to the City is not payable on demand or based on a standard City rate and is not paid during the year of execution of the Agreement, it shall be recalculated by the Director of Public Works and/or the Director of Water and Waste and payable in an equivalent amount in then current dollars based on the then current Statistics Canada Cost of Living Index.

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- d) All payments stipulated in this Agreement are subject to 5% Goods and Services Tax.

SIGNED, SEALED AND DELIVERED this 19th day of December, 2011

BY:

THE CITY OF WINNIPEG

Per: [Signature]
for Director of Planning, Property and Development

AND this 16th day of December, 2011

BY:

THE MANITOBA HOUSING AND RENEWAL CORPORATION

Per (signature): (1) [Signature]
Name (print): (2) MALA SACHDEVA
ADM / CHIEF FINANCIAL OFFICER
Title (print): (3) _____ (4) (affix corporate seal)

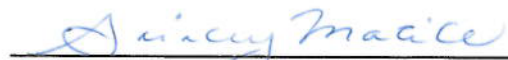
WITNESS (signature): (5) [Signature]
Name (print): (6) M. Owens
Address (print): (7) 202-280 Broadway
Winnipeg MB R3C 0R8

Per (signature): (1) [Signature]
Name (print): (2) BRIAN BROWN
COMPTROLLER, FINANCIAL MANAGEMENT
Title (print): (3) _____
I/We have authority to bind The Manitoba Housing and Renewal Corporation

Developer's Initials: _____

City's Initials: [Signature]

CERTIFIED as to engineering details


Planning, Property and Development Department
Land Development Branch

APPROVED as to form

 December 16, 2011
for Director of Legal Services and City Solicitor

CERTIFIED as to engineering details


Water and Waste Department

CERTIFIED as to engineering details

 2011-08-03
Public Works Department
Transportation Division

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City's Initials: 

AG 4/10
DASZ 4/10

SCHEDULE "A"
LEGAL DESCRIPTION

BLOCKS 1 TO 29, AND LOTS 1 AND 2, BLOCK 30, AND PUBLIC RESERVES A, B, C AND D AND ALL STREETS AND PUBLIC LANES SHOWN WITHIN THE BOUNDARIES OF PLAN (DEPOSIT NO. 653/2011) _____ WLTO IN PART OF OTM LOTS 122, 123, AND 124, PARISH OF ST. NORBERT, AND OTM LOTS 1 TO 13 PARISH OF ST. VITAL; AND PART OF GOVERNMENT ROAD ALLOWANCE

AND

LOTS 1, 2 AND 3, BLOCK 1, LOTS 1, 2 AND 3, BLOCK 2, LOTS 1 TO 6, BLOCK 3, BLOCKS 4 TO 16, LOTS 1, 2 AND 3, BLOCK 17, BLOCKS 18 TO 28, LOTS 1 AND 2, BLOCK 29, LOTS 1 TO 4, BLOCK 30, LOTS 1 AND 2, BLOCK 31, LOTS 1 TO 5, BLOCK 32, LOTS 1 AND 2, BLOCK 33, BLOCKS 34 TO 38, AND PUBLIC RESERVES A, B, C, D, E, F, G, H, J, K, L AND M, AND ALL STREETS AND PUBLIC LANES SHOWN WITHIN THE BOUNDARIES OF PLAN (DEPOSIT NO. 666/2011) _____ WLTO IN PART OF OTM LOTS 10 TO 13 PARISH OF ST. VITAL;

AND

LOTS 1 AND 2, BLOCK 1, BLOCKS 2 TO 16, LOTS 1 AND 2, BLOCK 17, BLOCK 18, LOTS 1 AND 2, BLOCK 19, LOTS 1 AND 2, BLOCK 20, BLOCK 21, LOTS 1 AND 2, BLOCK 22, LOTS 1 TO 5, BLOCK 23, BLOCKS 24 TO 29, LOTS 1 AND 2, BLOCK 30, BLOCKS 31, 32 AND 33 AND PUBLIC RESERVES A, B, C, D, E, F, G AND H AND ALL STREETS AND PUBLIC LANES SHOWN WITHIN THE BOUNDARIES OF PLAN (DEPOSIT NO. 652/2011) _____ WLTO IN OTM LOTS 6 TO 10 PARISH OF ST. VITAL.

Developer's Initials: _____

City's Initials: _____

METRIC

DEPOSIT NO. 0653-2011

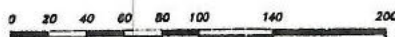
Schedule "B-1" to AG 4/10

PLAN OF SUBDIVISION
OF PART OF
O.T.M. LOTS 122, 123 AND 124 PARISH OF ST. NORBERT
O.T.M. LOTS 1 TO 13 BOTH INCLUSIVE, PARISH OF ST. VITAL
AND PART OF GOVERNMENT ROAD ALLOWANCE

INCLUDING
PART OF LOTS 7, 12, 13, 29, 30, 34 AND 35 AND ALL OF LOTS 10, 11, 31, 32 AND 33, PLAN No. 1831,
ALL OF LOTS 1 TO 13, BOTH INCLUSIVE, AND PART OF LOT 14, BLOCK 1, AND ALL OF
BLOCKS 2 TO 6, BOTH INCLUSIVE, AND ALL OF BUCKINGHAM AVENUE, MICHIGAN AVENUE,
MAURICE STREET AND ALL LANES AND PART OF BRYDONE AVENUE, ALL CLOSED
BY INSTRUMENT No. M77760, PLAN No. 2133,
PART OF LOTS 39 AND 40, BLOCK 1, PLAN No. 1918
PART OF LOTS 11, 12, 13, 14, 15, 32, 33, 36, 37, AND 40
ALL OF LOTS 34, 35, 38 AND 39, PART OF MEDINA AVENUE,
PART OF FORMBY AVENUE, PLAN No. 2145,
PART OF DRAIN PLAN No. 6714, PART OF PARCEL D, PLAN No. 46928,
AND PARCEL A, PLAN No.

CITY OF WINNIPEG
MANITOBA

SCALE 1:2000



NOTES:

ALL DISTANCES ARE IN METRES AND MAY BE CONVERTED TO FEET BY MULTIPLYING BY 3.28084.
IRON POSTS 0.025 X 0.025 FOUND ON THE GROUND ARE SHOWN THUS.....
IRON POSTS 0.025 X 0.025 X 0.914 MARKED M.L.S. ARE PLANTED AT ALL POINTS SHOWN THUS.....
ALL PLANS REFERRED TO ARE ON RECORD IN THE WINNIPEG LAND TITLES OFFICE
LAND AFFECTED BY THE REGISTRATION OF THIS PLAN IS SHOWN BORDERED THUS.....

AFFIDAVIT:

I, LESLIE NEIL McLAUGHLIN, OF THE CITY OF WINNIPEG, MANITOBA LAND SURVEYOR, MAKE OATH AND SAY THAT
I DID PERSONALLY SUPERINTEND THE SURVEY REPRESENTED BY THIS PLAN, THAT THE SURVEY WAS MADE BETWEEN
THE 18TH DAY OF OCTOBER, A.D. 2010 AND THE 28TH DAY OF FEBRUARY, A.D. 2011, AND THAT THE SURVEY AND PLAN
ARE CORRECT AND TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

SWORN TO BEFORE ME AT THE CITY OF WINNIPEG
THIS 19TH DAY OF SEPTEMBER, A.D. 2011

[Signature]
MANITOBA LAND SURVEYOR

A SURVEYOR AUTHORIZED TO PRACTISE
UNDER "THE LAND SURVEYORS ACT."

APPROVALS:

APPROVED BY THE CITY OF WINNIPEG
THIS 18th DAY OF October, 2011

THIS APPROVAL EXPIRES July 20th, 2012
UNLESS THE PLAN IS REGISTERED

THIS IS THE PLAN REFERRED TO IN BYLAW NO. 39/2011
OF THE CITY OF WINNIPEG

[Signature]
DIRECTOR OF PLANNING, PROPERTY AND DEVELOPMENT

OWNER: CITY OF WINNIPEG

OWNER:

THIS APPROVAL IS VALID FOR 60 DAYS UNLESS REGISTERED
APPROVED:
THIS DAY OF, 20

FOR REGISTRAR GENERAL

RE-APPROVED:
THIS DAY OF, 20

FOR REGISTRAR GENERAL

THIS APPROVAL IS VALID FOR 12 MONTHS UNLESS REGISTERED
APPROVED:
THIS DAY OF, 20

EXAMINER OF SURVEYS

RE-APPROVED:
THIS DAY OF

Developer's Initials: *[Signature]*

City's Initials: *[Signature]*

EXAMINER OF SURVEYS

CITY OF WINNIPEG FILE NO. DASZ 4/10 (1 OF 3)



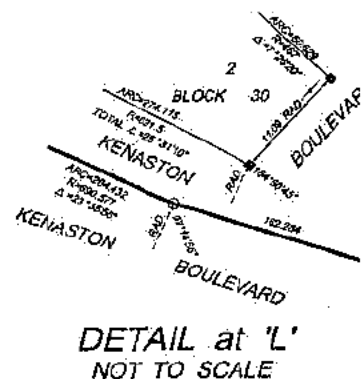
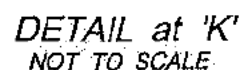
LAND SURVEYING - GEOMATICS
317 FORT STREET, WINNIPEG, MB R3C 1C6

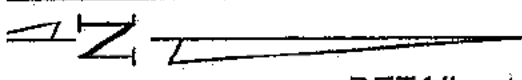
30
2
BOULEVARD

at 'K'
SCALE

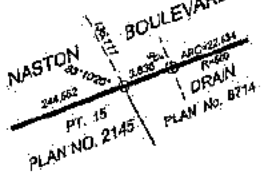
BOULEVARD
BOULEVARD
DETAIL at 'L'
NOT TO SCALE

PLAN
PARCEL NO. A
PLAN NO. 47298
BLOCK 6
LOT 13
LOT 14

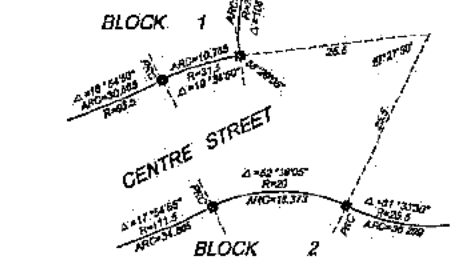




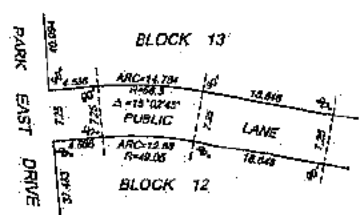
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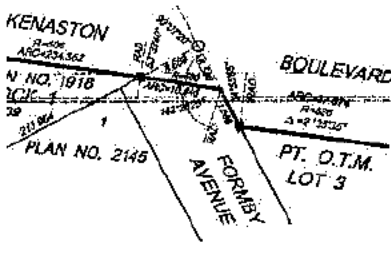
DETAIL at 'D'
NOT TO SCALE



DETAIL at 'F'
NOT TO SCALE



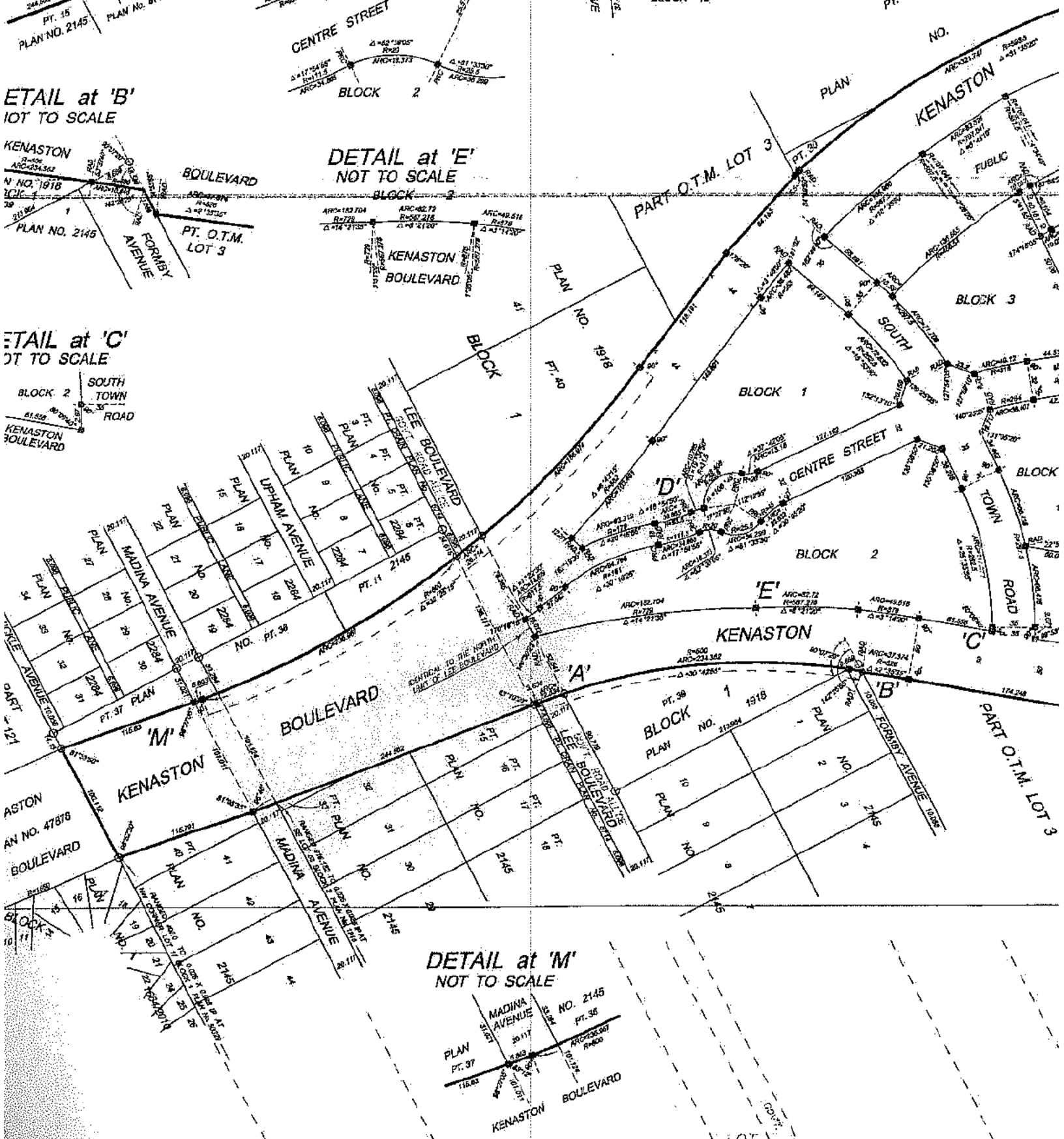
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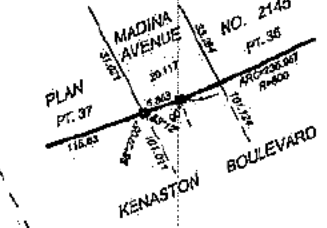
DETAIL at 'E'
NOT TO SCALE



DETAIL at 'C'
NOT TO SCALE



DETAIL at 'M'
NOT TO SCALE



LOT 121 LOT 122 LOT 123 LOT 124 LOT 1

OUTER TWO MILES PARISH OF ST. NORBERT

PLAN OF SUBDIVISION
OF PART OF
O.T.M. LOTS 10 TO 13 BOTH INCLUSIVE,
PARISH OF ST. VITAL
INCLUDING
PART OF PARCEL D
PLAN NO. 46928

CITY OF WINNIPEG
MANITOBA

SCALE 1:1000

NOTES:

ALL DISTANCES ARE IN METRES AND MAY BE CONVERTED TO FEET BY MULTIPLYING BY 3.28084.
IRON POSTS 0.025 X 0.025 FOUND ON THE GROUND ~~RECORDED~~ SHOWN THIS.....
IRON POSTS 0.025 X 0.025 X 0.914 MARKED M.L.S. ~~RECORDED~~ SHOWN AT ALL POINTS SHOWN THIS.....
ALL PLANS REFERRED TO ARE ON RECORD IN THE WINNIPEG LAND TITLES OFFICE.
LAND AFFECTED BY THE REGISTRATION OF THIS PLAN ~~IS~~ SHOWN BORDERED THIS.....

AFFIDAVIT:

I, LESLIE NEIL McLAUGHLIN, OF THE CITY OF WINNIPEG, MANITOBA LAND SURVEYOR, MAKE OATH AND SAY THAT
I DID PERSONALLY SUPERINTEND THE SURVEY REPRESENTED BY THIS PLAN, THAT THE SURVEY WAS MADE BETWEEN
THE 18TH DAY OF OCTOBER, A.D. 2010 AND THE 28TH DAY OF FEBRUARY, A.D. 2011, AND THAT THE SURVEY AND PLAN
ARE CORRECT AND TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

[Signature]
MANITOBA LAND SURVEYOR

SWORN TO BEFORE ME AT THE CITY OF WINNIPEG
THIS 19TH DAY OF SEPTEMBER, A.D. 2011

[Signature]
A SURVEYOR AUTHORIZED TO PRACTISE
UNDER "THE LAND SURVEYORS ACT."

APPROVALS:

APPROVED BY THE CITY OF WINNIPEG
THIS 18th DAY OF October, 2011

THIS APPROVAL EXPIRES July 20th, 2012
UNLESS THE PLAN IS REGISTERED

THIS IS THE PLAN REFERRED TO IN BYLAW NO. 2011-10
OF THE CITY OF WINNIPEG.

[Signature]
FOR DIRECTOR OF PLANNING, PROPERTY AND DEVELOPMENT

[Signature]
RWS

GEOMATICS SERVICES

[Signature]
LAND DEVELOPMENT

REGISTRATION:

ENTERED AND REGISTERED IN THE
WINNIPEG LAND TITLES OFFICE
THIS DAY OF 2011

AS PLAN NUMBER

FOR DISTRICT REGISTRAR

REGISTRATION NO.



LAND SURVEYING - GEOMATICS

111 FORT STREET, WINNIPEG, MB R3C 1G6

OWNER:

THIS APPROVAL IS VALID FOR 60 DAYS UNLESS REGISTERED

APPROVED:
THIS DAY OF 2011

FOR REGISTRAR GENERAL

RE-APPROVED:
THIS DAY OF 2011

FOR REGISTRAR GENERAL

THIS APPROVAL IS VALID FOR 12 MONTHS UNLESS REGISTERED

APPROVED:
THIS DAY OF 2011

EXAMINER OF SURVEYS

RE-APPROVED:
THIS DAY OF 2011

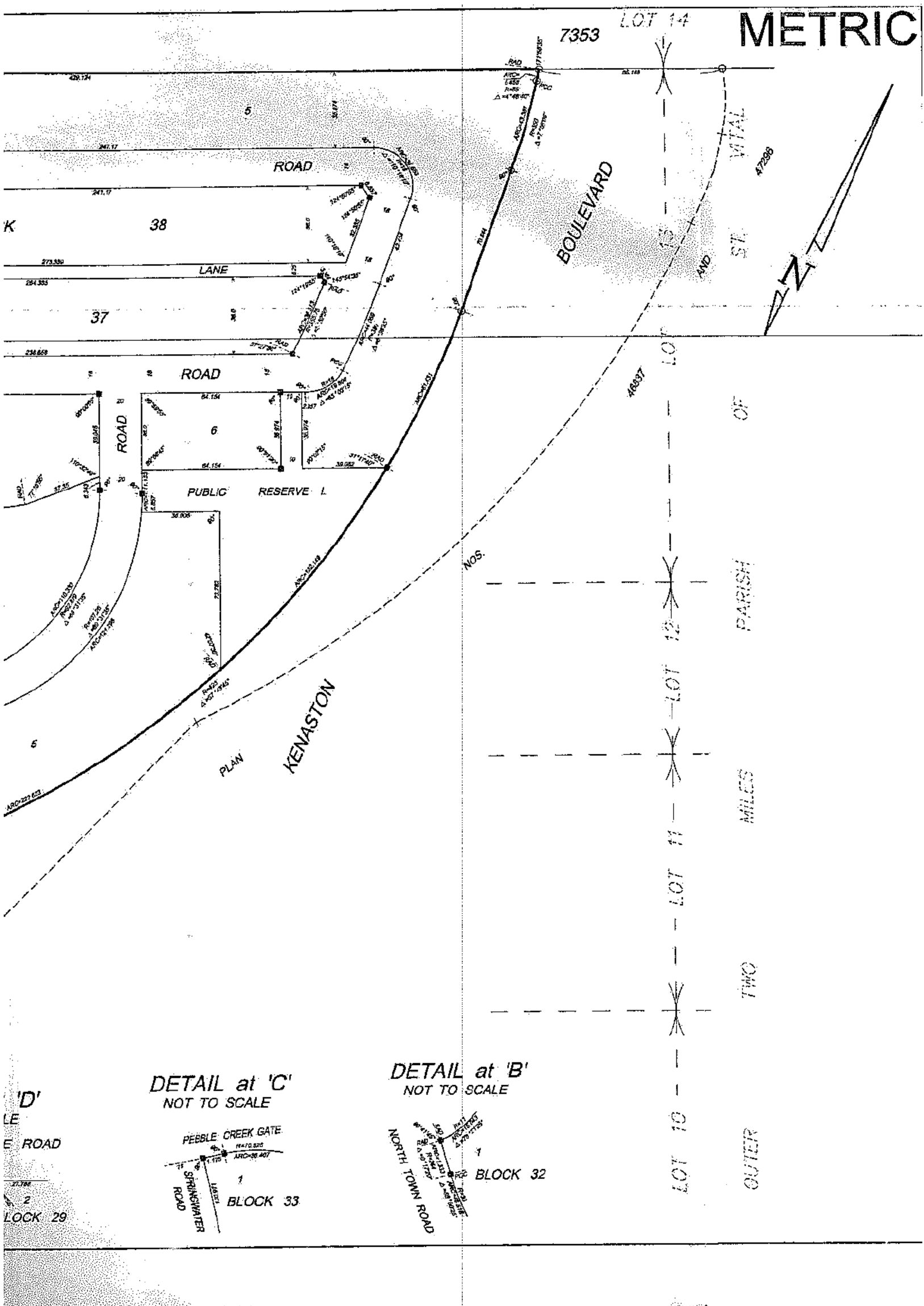
EXAMINER OF SURVEYS

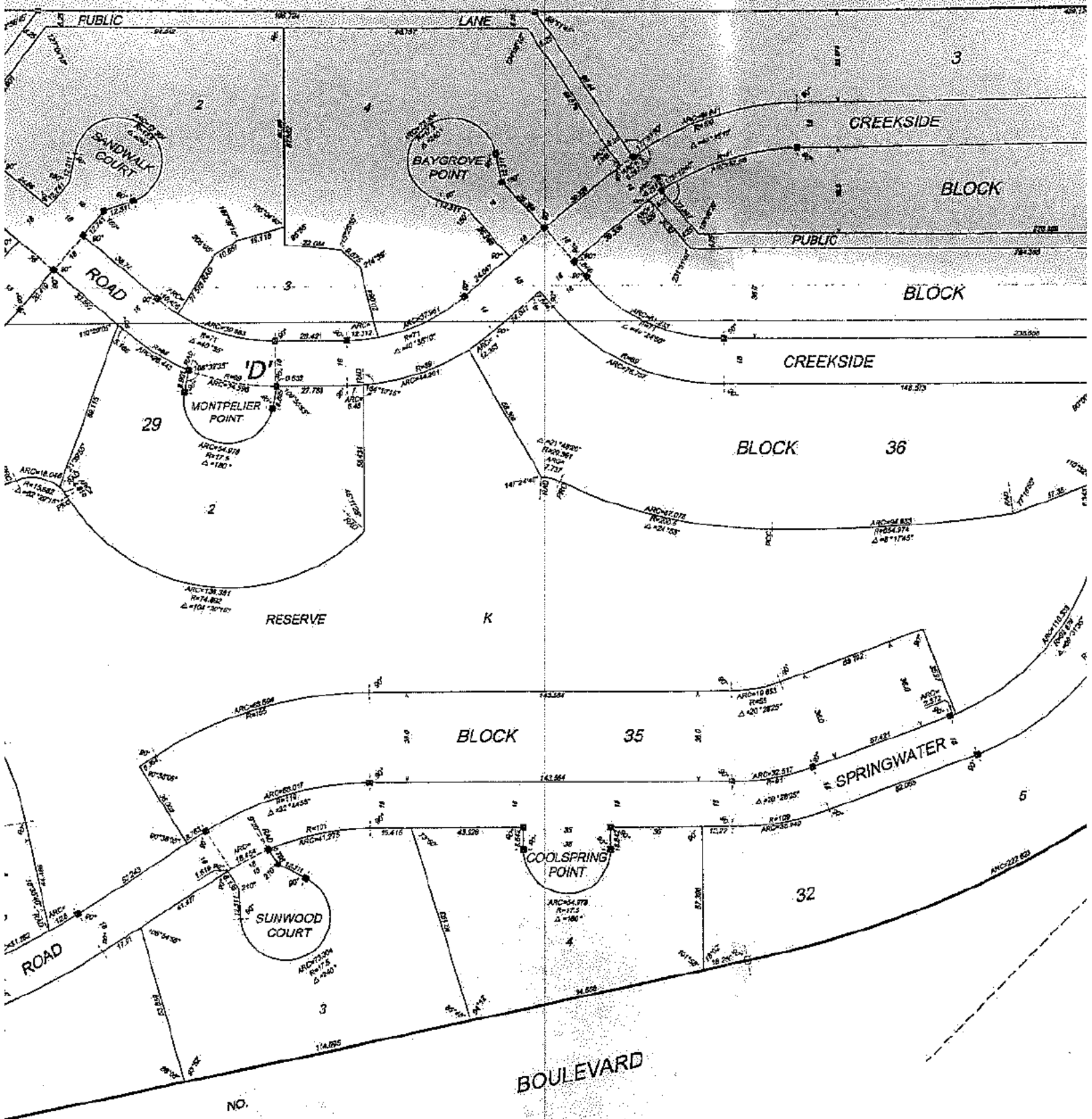
CITY OF WINNIPEG FILE NO. DAST 4/10 (2 OF 3)

Developer's Initials: *[Signature]*

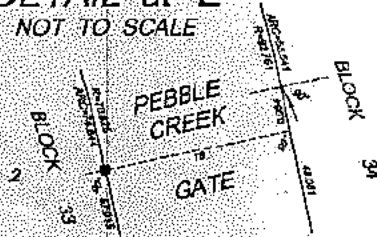
City's Initials: *[Signature]*

7353

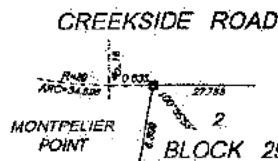


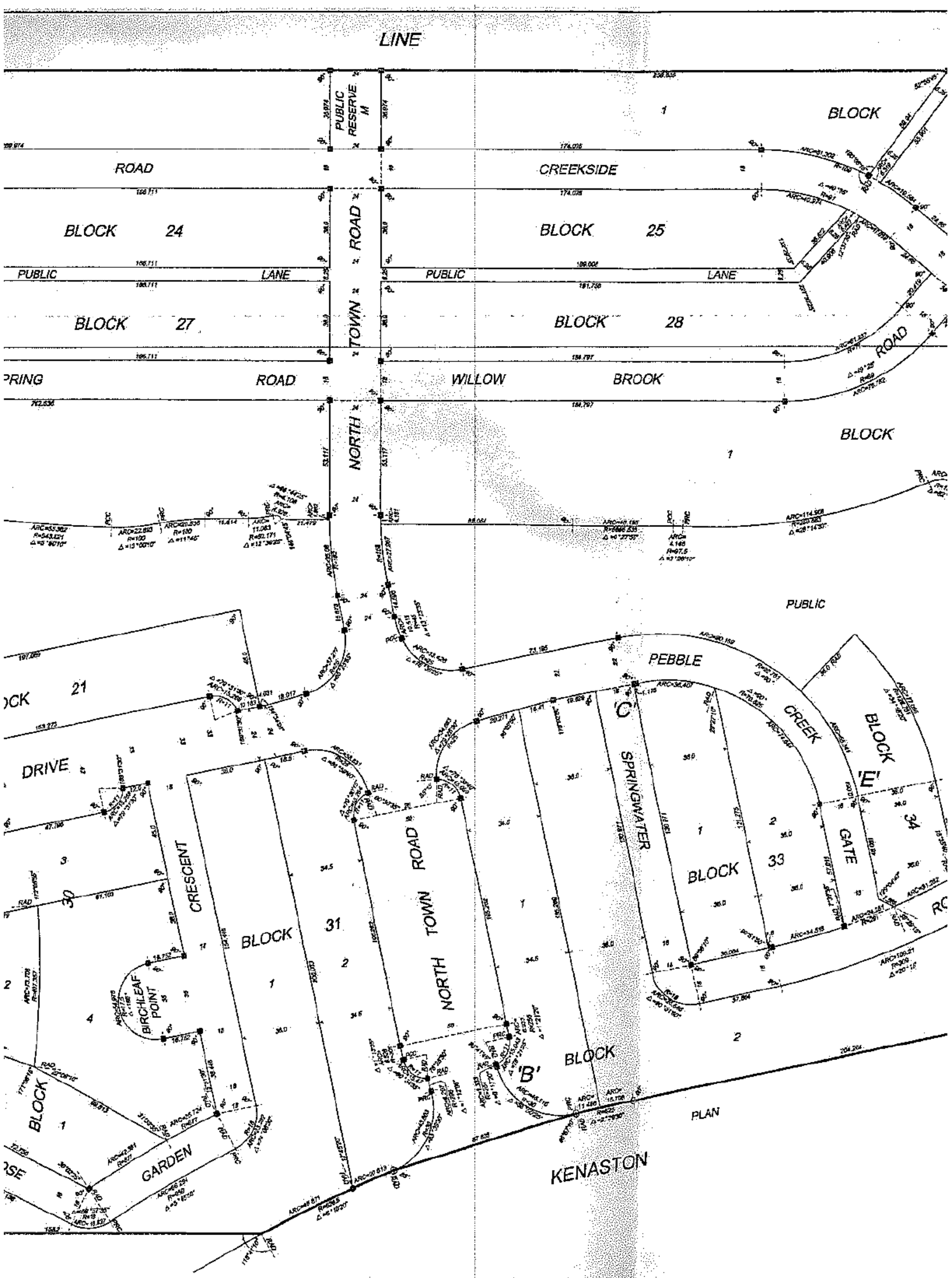


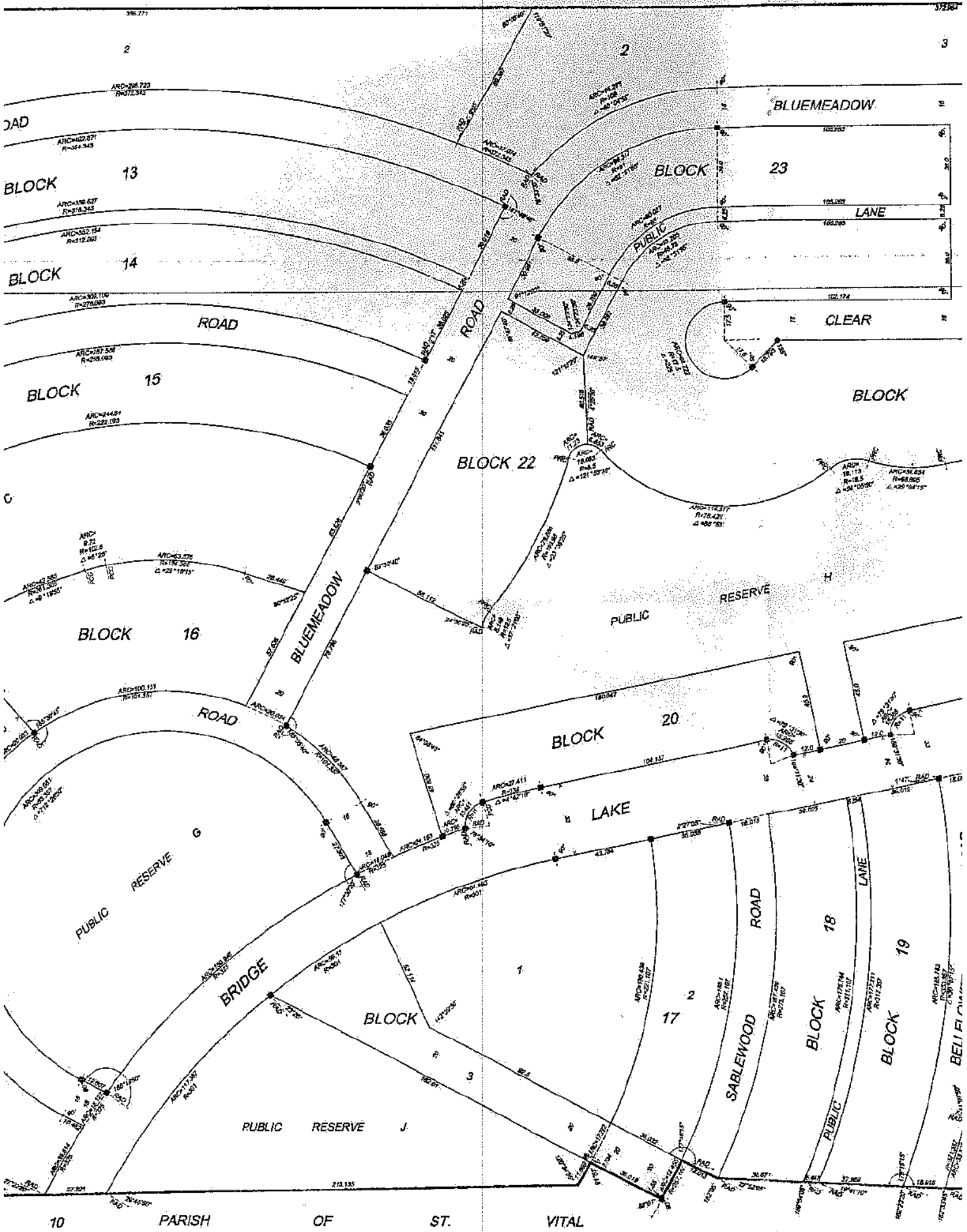
DETAIL at 'E'
NOT TO SCALE



DETAIL at 'D'
NOT TO SCALE







359.832 RANGED TO 2 IP AT FOUR MILE ROAD

PT. PARCEL D

PLAN NO. 46928

PART O.T.M. LOT 13
PARISH OF ST. VITAL

CITY OF WINNIPEG
R.M. OF MACDONALD

at 'A'
SCALE

PUBLIC LANE
BLOCK 5
O.T.M. LOT 10

NE 1/4 SECTION 35-9-2 E.P.M.
R.M. OF MACDONALD
CITY OF WINNIPEG

BRADY ROAD
BLOCK 4

BROOKFIELD
BLOCK 4
PUBLIC LANE

STONEY CREEK POINT
PUBLIC RESERVE A

EAGLEVIEW

BLOCK 9

BLOCK 10

BLOCK 11

BLOCK 12

PART O.T.M. LOT

B-3

METRIC

PLAN OF SUBDIVISION

OF PART OF

O.T.M. LOTS 6 TO 10 BOTH INCLUSIVE,
PARISH OF ST. VITAL

INCLUDING

PART OF LOTS 1 TO 7 BOTH INCLUSIVE, PLAN NO. 1631

PART OF LOT 14, BLOCK 1 AND

PART OF BRYDONE AVENUE, CLOSEBY

INSTRUMENT NO. M77760, PLAN NO. 1633

CITY OF WINNIPEG
MANITOBA

SCALE 1:1000

NOTES:

ALL DISTANCES ARE IN METRES AND MAY BE CONVERTED TO FEET BY MULTIPLYING BY 3.28084.

IRON POSTS 0.025 X 0.025 FOUND ON THE GROUND ~~AS SHOWN~~ SHOWN THUS UNLESS NOTED OTHERWISE

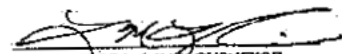
IRON POSTS 0.025 X 0.025 X 0.914 MARKED M.L.S. REPLANTED AT ALL POINTS SHOWN THUS

ALL PLANS REFERRED TO ARE ON RECORD IN THE WINNIEG LAND TITLES OFFICE

LAND AFFECTED BY THE REGISTRATION OF THIS PLAN ~~SHOWN~~ BORDERED THUS

AFFIDAVIT:

I, LESLIE NEIL McLAUGHLIN, OF THE CITY OF WINNIPEG, MANITOBA LAND SURVEYOR, MAKE OATH AND SAY THAT I DID PERSONALLY SUPERINTEND THE SURVEY REPRESENTED BY THIS PLAN, THAT THE SURVEY WAS MADE BETWEEN THE 18TH DAY OF OCTOBER, A.D. 2010 AND THE 25TH DAY OF FEBRUARY, A.D. 2011, AND THAT THE SURVEY AND I ARE CORRECT AND TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF.


 MANITOBA LAND SURVEYOR

 SWORN TO BEFORE ME AT THE CITY OF WINNIPEG
 THIS 19TH DAY OF SEPTEMBER, A.D. 2011

 A SURVEYOR AUTHORIZED TO PRACTISE
 UNDER "THE LAND SURVEYORS ACT."

APPROVALS:

 APPROVED BY THE CITY OF WINNIPEG
 THIS 18th DAY OF October, 2011

 THIS APPROVAL EXPIRES July 20th, 2012
 UNLESS THE PLAN IS REGISTERED.

 THIS IS THE PLAN REFERRED TO IN BYLAW NO. 9912
 OF THE CITY OF WINNIPEG.

 RWS
 DIRECTOR OF PLANNING, PROPERTY AND DEVELOPMENT

 RWS
 GEOMATICS SERVICES


 LAND DEVELOPER

REGISTRATION:

 ENTERED AND REGISTERED IN THE
 WINNIPEG LAND TITLES OFFICE
 THIS DAY OF 2011

AS PLAN NUMBER

FOR DISTRICT REGISTRAR

REGISTRATION NO.


 LAND SURVEYING - GEOMATICS
 117 FORT STREET, WINNIPEG, MB R3C 1C6

OWNER:

 THIS APPROVAL IS VALID FOR 60 DAYS UNLESS
 APPROVED:
 THIS DAY OF 2011

FOR REGISTRAR GENERAL

 RE-APPROVED:
 THIS DAY OF 2011

FOR REGISTRAR GENERAL

 THIS APPROVAL IS VALID FOR 12 MONTHS UNLESS
 APPROVED:
 THIS DAY OF 2011

EXAMINER OF SURVEYS

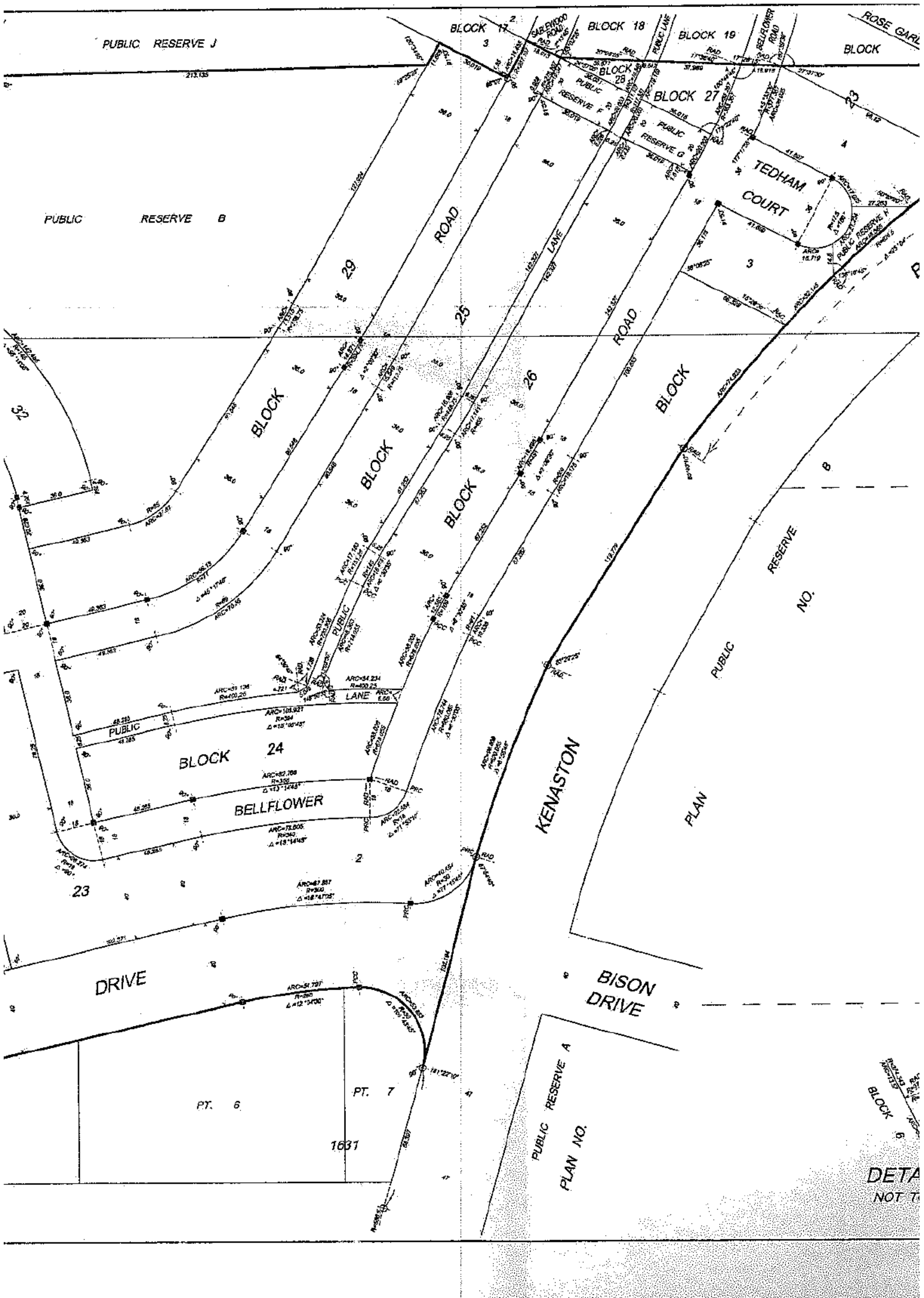
 RE-APPROVED:
 THIS DAY OF 2011

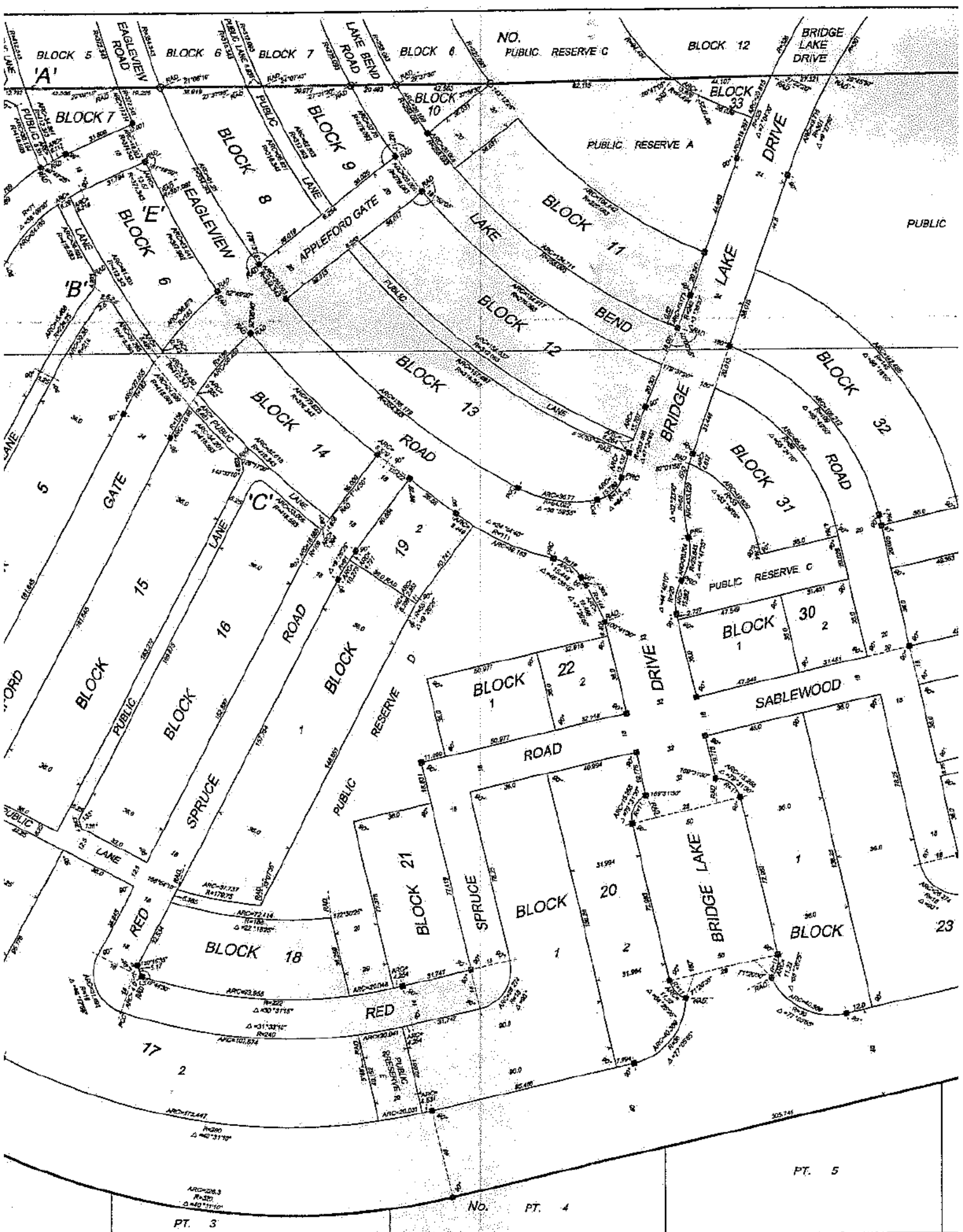
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CITY OF WINNIPEG FILE NO. DASZ 4/10 (3)

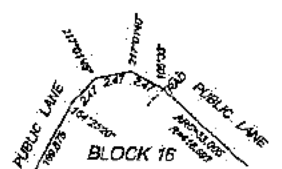
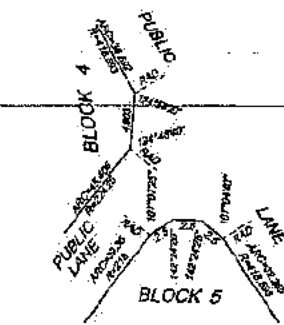
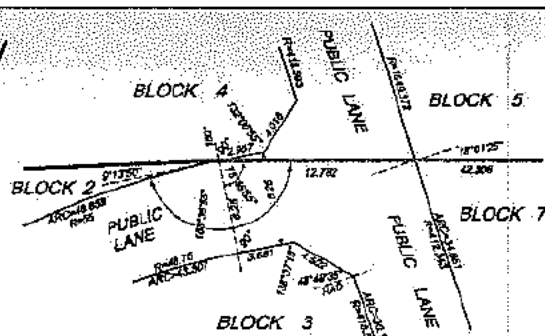
Developer's Initials:

City's Initials:





ROAD



DETAIL at 'C'
NOT TO SCALE

SEC. 35
9.2 E.P.M.

FRAC. SE. 1/4
SECTION 35-9-2 E.P.M.

FOUR BRADY

R.M. OF MACDONALD
CITY OF WINNIPEG

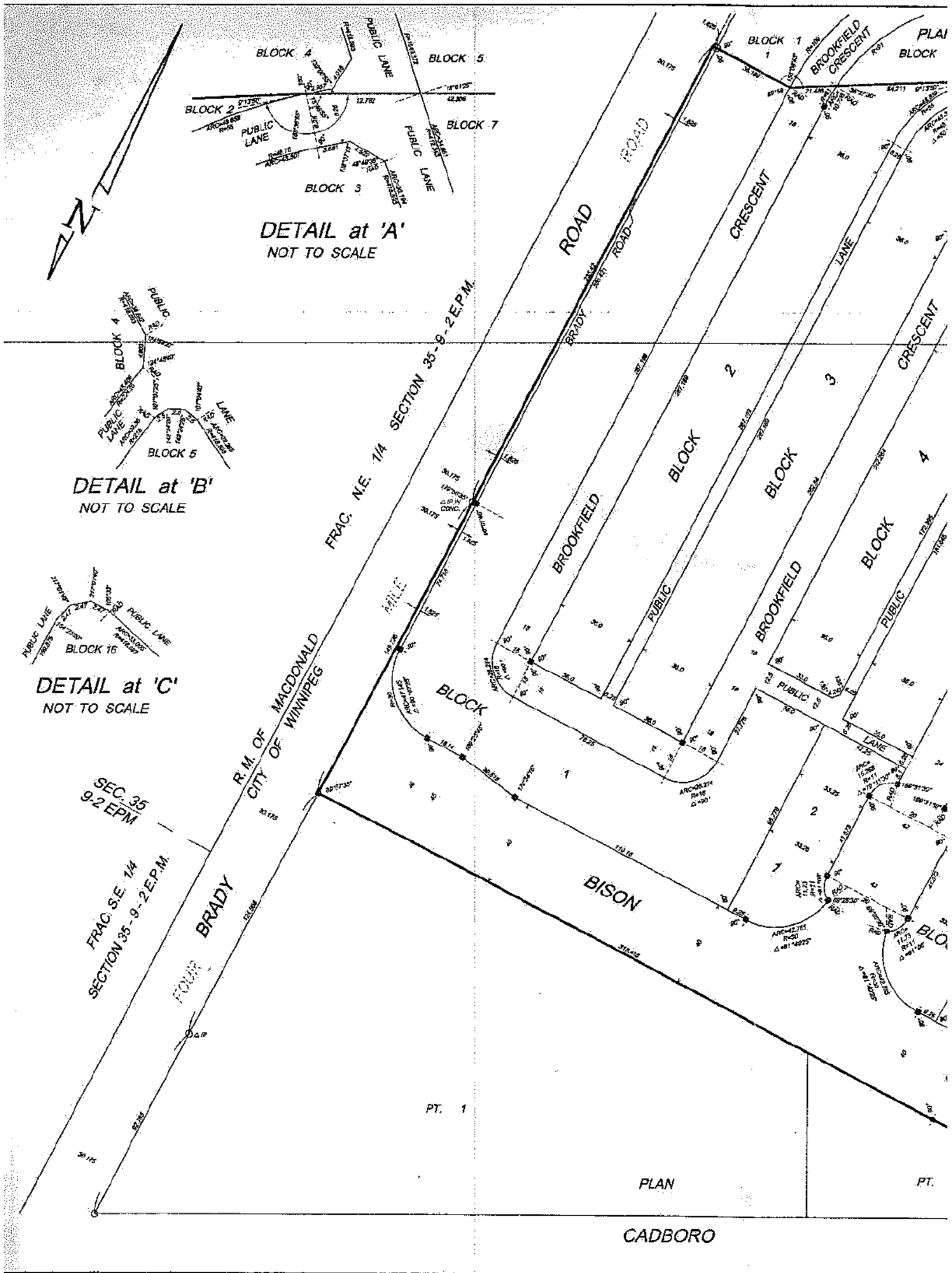
FRAC. NE. 1/4 SECTION 35-9-2 E.P.M.

PT. 1

PLAN

CADBORO

PT.



SCHEDULE "C"

SPECIAL TERMS

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De

SCHEDULE "C"
SPECIAL TERMS

SECTION I – SERVICING

1. Wastewater Sewers

The Developer shall, at no expense to the City, construct all wastewater sewers required to service the Planned Area, as determined by and to the satisfaction of the Director of Water and Waste.

2. Watermains

The Developer shall, at no expense to the City, construct all watermains required to service the Planned Area, as determined by and to the satisfaction of the Director of Water and Waste.

3. Lot Line Connections

- a) The Developer shall, at no expense to the City, construct and install wastewater and water building services from the wastewater sewer and watermain, to service all single-family and two-family lots within the Planned Area, as determined by and to the satisfaction of the Director of Water and Waste.
- b) The Developer shall ensure that each sewer service remains plugged from installation until the foundation excavation has been backfilled and the roof of the dwelling has been sheathed, after which the house sewer may be connected. The Developer hereby agrees to indemnify the City against all actions, claims, demands, damages, losses, and costs, including legal and court costs, suffered or incurred by the City arising out of any failure to do so.
- c) The Developer shall replace or repair any water or sewer service found to be defective within one year following the date the water is turned on for domestic use, and shall pay the City any cost incurred by the City arising out of any such defect.

4. Stormwater Retention Facilities

- a) The Developer shall construct and install stormwater management facilities required to serve the Planned Area and adjacent lands, in accordance with the "Criteria for Stormwater Management" (adopted by City Council on April 25, 2001), to the satisfaction of the Director of Water and Waste.
- b) The Developer's share of the cost of the regional stormwater management facilities shall be determined by the Director of Water and Waste.
- c) Upon registration of the approved plan of subdivision in the Winnipeg Land Titles Office, the Developer shall convey Public Reserves A, B, C and D, as shown on Schedule "B-1" and Public Reserves C, H and K, as shown on Schedule "B-2", to the City for stormwater impoundment and public reserve purposes. The parties acknowledge that approximately 25.66 acres of these public reserves are required for stormwater impoundment purposes, and the value of those 25.66 acres, at \$40,000 per acre, is \$1,026,400.00. This amount shall be credited against the Developer's share of the cost of the regional stormwater management facilities.
- d) The Developer shall provide, prior to construction, a separate Letter of Credit in the amount of 15% of the construction cost of the basins and associated appurtenances, to the satisfaction of the Director of Water and Waste, which separate Letter of Credit will be released to the Developer upon issuance of the Final Acceptance Certificate.

Developer's Initials: MS

BB
City's Initials: JK

SPECIAL TERMS

- e) The Developer shall, at no expense to the City, grade, level, and vegetate the public land components of the stormwater retention basin areas in accordance with drawings and specifications approved, prior to installation, by the Director of Water and Waste and the Director of Public Works.
- f) The Developer shall, at no expense to the City, construct a maintenance equipment ramp on each basin, to the satisfaction of the Director of Water and Waste.
- g) The Developer shall, at no expense to the City, install, on private property, chain link fencing (or alternate treatment) approved by the Director of Water and Waste, to demarcate the public land component of the retention basin from the private land component, as determined by and to the satisfaction of the Director of Water and Waste. The Developer shall permit the City to file a caveat against the title of each of the lots upon which the fence will be installed requiring the owner(s) to maintain and/or repair or replace the fence as originally constructed, to the satisfaction of the Director of Water and Waste.
- h) The Developer shall, until Final Acceptance of the retention basins, advise the property owners of all lots abutting the basin (by annual distribution of notices/pamphlets no later than May 31 of each year) that the property owners are responsible for shoreline erosion protection on their own properties, in accordance with the policy adopted by Council on December 12, 2001.
- i) The Developer shall, prior to issuance of a Completion Certificate for the retention basins, offset stake and grade the corners of a representative number of private lots abutting the basins to facilitate construction completion inspection.
- j) The Developer shall, prior to the issuance of a Final Acceptance Certificate, provide, at no cost to the City, an appropriate legal survey, complete with legal monuments offset from a representative number of private lot corners in the basin, and a plan identifying the horizontal and vertical extents of those monuments, and the distances of the rear lot lines of all private lots abutting the basin from the retention basin normal water level, all prepared by a Manitoba Land Surveyor, to the satisfaction of the Director of Water and Waste.
- k) Notwithstanding any other provision of this Agreement regarding a warranty period, the Developer shall be responsible for the maintenance of the retention basin area, including naturalized channels, for five years or until occupancy of 95% of the dwellings on the lots immediately abutting the retention basin, whichever occurs later, all as determined by and to the satisfaction of the Director of Water and Waste.
- l) The Developer shall enter into an easement agreement to caveat all private lots abutting the basins, outlining the special conditions for the maintenance of the vegetated areas at the rear of the private lots.
- m) The Developer shall, at no expense to the City, develop a performance specification for the naturalized stormwater retention basin, to the satisfaction of the Director of Public Works, which assesses the constructed wetlands vegetative condition. The Developer shall also conduct routine vegetation assessments for five years following construction of the basin, to determine whether the wetland vegetation is meeting performance specifications, and shall take appropriate remedial action, where necessary, as determined by the Director of Public Works.
- n) As a condition of issuance of a Final Acceptance Certificate, the Developer shall, at no expense to the City, develop an operation manual for the naturalized stormwater retention basin that will ensure the long-term viability of the wetland by maximizing ecological benefits and minimizing maintenance, to the satisfaction of the Director of Public Works.

Developer's Initials: MS

City's Initials: BB

SPECIAL TERMS

5. Land Drainage Sewers

The Developer shall, at no expense to the City, construct and install all land drainage sewers required to service the Planned Area and adjacent lands, as determined by and to the satisfaction of the Director of Water and Waste.

6. Lot Grading

- a) Prior to the issuance of building permits, the Developer shall, at no expense to the City:
- (i) submit to the City, for approval, a lot grading plan for the Planned Area, prepared by a municipal engineer; and
 - (ii) construct all swales, catchbasins, and leads necessitated by the approved lot grading plan.
- b) Upon registration of the approved plan of subdivision mylars in the Land Titles Office, the Developer shall, at no expense to the City, provide to the City all easements the City considers necessary with respect to the installation, construction, maintenance, and replacement of swales, catchbasins, and leads for drainage of the Planned Area.

7. Pavement

- a) The Developer shall, at no expense to the City, construct 150-mm-thick portland cement concrete pavements to widths of 7.5 m, and 200-mm-thick portland cement concrete pavements to widths of 8.0 m and 10.0 m, and all related works, including boulevard landscaping and drainage facilities, in all streets within the Planned Area, all as determined by and to the satisfaction of the Director of Public Works.
- b) The Developer shall, at no expense to the City, construct 150-mm-thick portland cement concrete pavements to widths of 6.0 metres, and all related works, including boulevard landscaping and drainage facilities, within the proposed frontage roads within the Planned Area, as determined by and to the satisfaction of the Director of Public Works.
- c) The Developer shall, at no expense to the City, construct 150-mm-thick portland cement concrete pavements to widths of 6.0 metres, and all related works, including drainage facilities, within the proposed public lanes serving multi-family residential and commercial development lots within the Planned Area, as determined by and to the satisfaction of the Director of Public Works.
- d) The Developer shall, at no expense to the City, construct 150-mm-thick portland cement concrete pavements to widths of 5.0 metres, and all related works, including drainage facilities, within the proposed public lanes serving single- or two-family residential lots within the Planned Area, as determined by and to the satisfaction of the Director of Public Works.

8. Centre Street/Bison Drive Intersection Improvements

The Developer shall, at no expense to the City, construct, or pay on demand the full cost of constructing, each of the following works on Centre Street, at and in the vicinity of its intersection with Bison Drive:

- i) auxiliary lanes, transitions, median opening modifications, channelization, and all related works; and

Developer's Initials: MS

City's Initials: BB
JC

SPECIAL TERMS

- ii) traffic-control signals and all related works, including but not limited to pedestrian and vehicular actuation and interconnection to adjacent traffic-control signals and audible pedestrian signals,

all as determined by and to the satisfaction of the Director of Public Works.

9. Bison Drive Roundabouts

- a) The Developer shall, at no expense to the City, provide all property required for, and construct, roundabouts on Bison Drive, at its intersections with Bridge Lake Drive and Appleford Gate, all as determined by and to the satisfaction of the Director of Public Works.
- b) The Developer may initially construct single-lane, then ultimately, two-lane, roundabouts, as the phasing of Bridgwater Lakes may dictate, all as determined by and to the satisfaction of the Director of Public Works.

10. Other Roundabouts

The Developer shall, at no expense to the City, construct the six proposed roundabouts on Centre Street and Bridge Lake Drive (not including the roundabouts at the intersections of those streets with Bison Drive), all as determined by and to the satisfaction of the Director of Public Works.

11. Developer's Share of Brady Road Surface Works

The Developer shall pay to the City, on demand, its share of the cost of the following surface works to be installed in Brady Road, along the full length of the Planned Area abutting the east side of Brady Road:

- i) a 4.0-m-wide by 200-mm-thick lane of portland cement concrete pavement and all related works;
- ii) a 1.5-m-wide by 100-m-thick portland cement concrete sidewalk;
- iii) street lighting in the west boulevard; and
- iv) landscaping in the west boulevard,

all as determined by and to the satisfaction of the Director of Public Works.

12. Developer's Share of Bison Drive Surface Works

The Developer shall construct (or pay to the City, on demand, its share of the cost of constructing) the following surface works in Bison Drive, along the full length of the Planned Area abutting the north side of Bison Drive:

- i) a 4.0-m-wide by 200-mm-thick lane of portland cement concrete pavement and all related works;
- ii) a 1.5-m-wide by 100-m-thick portland cement concrete sidewalk;
- iii) street lighting in the north boulevard; and
- iv) landscaping in the north boulevard,

all as determined by and to the satisfaction of the Director of Public Works.

13. Pedestrian Bridge Crossing Retention Pond

- a) The Developer shall, at no expense to the City, construct the proposed pedestrian bridge crossing the lineal land-drainage retention facilities, and all related works, in

Developer's Initials: MS

City's Initials: BB

SPECIAL TERMS

accordance with drawings and specifications approved by, and to the satisfaction of, the Director of Public Works.

- b) The Developer shall ensure that all works referred to in clause (a) are constructed under the supervision of a registered Professional Engineer to the satisfaction of the Director of Public Works.
- c) The Director of Public Works shall appoint a representative to oversee the construction of the works referred to in clause (a) and be responsible for approving any changes proposed by the Developer. The Developer shall ensure that the representative is afforded full access.
- d) The Developer shall, at no expense to the City, correct all defects and deficiencies in the works referred to in clause (a) for a period of two years (or longer periods as may be specified in the Specifications for certain products or work) from the Date of Total Performance, to the satisfaction of the Director of Public Works, acting reasonably. The Developer shall, at no expense to the City, undertake engineering studies and monitoring of identified defects and deficiencies, when requested by, and to the satisfaction of, the Director of Public Works, acting reasonably.
- e) With respect to the works referred to in clause (a), the Developer shall submit as-built plans, specifications, shop drawings, and a construction report to the Director of Public Works by March 31 of the year following substantial performance of the works.

14. Developer's Share of Kenaston Boulevard Intersection Improvements at North Town Road and South Town Road

The Developer shall, at no expense to the City, construct, or pay to the City on demand the full cost of constructing, the following temporary and permanent works on Kenaston Boulevard at and in the vicinity of its four intersections with North Town Road and South Town Road:

- i) auxiliary lanes, transitions, median opening modifications, channelization, and all related works; and
- ii) traffic-control signals and all related works, including but not limited to pedestrian and vehicular actuation and interconnection to adjacent traffic-control signals and audible pedestrian signals,

all as determined by and to the satisfaction of the Director of Public Works.

15. Developer's Share of Kenaston Boulevard/Bison Drive Intersection Improvements

The Developer shall, at no expense to the City, construct, or pay to the City on demand the full cost of constructing, the following temporary and permanent works on Kenaston Boulevard at and in the vicinity of its two intersections with Bison Drive:

- i) auxiliary lanes, transitions, median opening modifications, channelization, and all related works; and
- ii) traffic-control signals and all related works, including but not limited to pedestrian and vehicular actuation and interconnection to adjacent traffic-control signals and audible pedestrian signals,

all as determined by and to the satisfaction of the Director of Public Works.

Developer's Initials: MS

City's Initials: BB
Y

SPECIAL TERMS

16. Developer's Share of Brady Road/Bison Drive Intersection Improvements

The Developer shall pay to the City, on demand, the cost of constructing, in Portland cement concrete pavement, a southbound left- turn storage lane, upstream transition, and median opening on Brady Road, at its intersection with Bison Drive, as determined by the Director of Public Works.

17. Developer's Share of Bison Drive/Brady Road Traffic-Control Signals

The Developer shall pay to the City, on demand, 50% of the cost of the installation, at the intersection of Bison Drive with Brady Road, of traffic-control signals and all related works, including but not limited to pedestrian actuation, vehicular actuation, the interconnection to adjacent traffic-control signals and audible pedestrian signals, as determined by the Director of Public Works.

18. Temporarily Dead-Ended Streets

- a) The Developer shall, at no expense to the City, construct a paved cul-de-sac-style vehicle turnaround at the terminus of each temporarily paved dead-ended street within the Planned Area, and provide any rights-of-way or easements necessary to accommodate same, all as determined by and to the satisfaction of the Director of Public Works.
- b) The Developer shall, at no expense to the City, erect and maintain barricades and signage across the full width of any streets which are temporarily dead-ended due to phasing of development, immediately upon completion of the paving or when house construction has begun, whichever is sooner, as determined by and to the satisfaction of the Director of Public Works.

19. Sidewalks

- a) The Developer shall, at no expense to the City, construct, in all streets in the Waverley West Northwest Neighbourhood 22.0 m or wider, except where frontage roads are constructed, 1.5-m-wide by 100-mm-thick portland cement concrete sidewalks on the standard alignment, 0.3 m off the property line, along both sides of the street, as determined by and to the satisfaction of the Director of Public Works.
- b) The Developer shall, at no expense to the City, construct in all streets in the Waverley West Northwest Neighbourhood which are less than 22 m wide (excluding culs-de-sacs) 1.5-m-wide by 100-mm-thick portland cement concrete sidewalks at back of curb along one side of the street, as determined by and to the satisfaction of the Director of Public Works.
- c) The Developer shall, at no expense to the City, construct, in all streets in the Waverley West Town Centre Neighbourhood (except for North Town Road, Centre Street, South Town Road and Bison Drive, in each of which full-width sidewalks will be permitted) 1.5-m-wide by 100-mm-thick portland cement concrete sidewalks at back of curb along both sides of the street, as determined by and to the satisfaction of the Director of Public Works.
- d) The Developer shall construct all sidewalks concurrently with the pavements with which they share the right-of-way.
- e) The City may file appropriate caveats in the Land Titles Office, notifying prospective homeowners of the proposed sidewalk locations.

Developer's Initials: MS

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City's Initials: V

SPECIAL TERMS

20. Boulevards, Medians, and Islands

- a) The Developer shall, at no expense to the City, sod and plant trees on all boulevards within the Planned Area, all in accordance with City specifications and guidelines and, where required, with concept plans prepared by the Developer and submitted to and approved by the Director of Public Works.
- b) The Developer shall, at no expense to the City, install interlocking paving stones and/or sod and/or trees on all cul-de-sac islands, centre medians, and frontage-road medians, as determined by and to the satisfaction of the Director of Public Works.
- c) The Developer shall, at no expense to the City, maintain the boulevard, median, and island improvements for a period of one year, in accordance with specifications approved by the Director of Public Works.

21. Public Reserve

- a) The parties agree that, in calculating public reserve dedication:
 - i) only 50% credit shall be given for the linear public reserves that parallel the retention ponds;
 - ii) only 75% credit shall be given for the public reserve designated as the "focal point";
 - iii) no credit shall be given for the excess parks frontages in either the Waverley West Town Centre Neighbourhood or the Waverley West Northwest Neighbourhood;
 - iv) no credit shall be given for any 6.25-m-wide rear yard corridor;
 - v) no credit shall be given for the proposed public reserves between the retention ponds and Kenaston Boulevard; and
 - vi) no credit shall be given for the proposed school site (shown and identified on Schedule "B-2" as Lots 1, 2 and 3, Block 17),

and in consideration of this and the excess serviced frontage being provided, the Developer shall provide an increased level of site development in the Planned Area, to the satisfaction of the Director of Planning, Property and Development.

- b) The Developer shall, at no expense to the City, landscape the public reserves to a standard consistent with the level of development established in the Bridgwater Forest Development under Development Agreement AG 1/06 and addenda, all in accordance with drawings and specifications provided by the Developer and approved, prior to the issuance of a development permit, by the Director of Planning, Property and Development. The scope of landscaping shall include, at a minimum, 2.4-m-wide asphalt paths, tree and shrub plantings, site furnishings, play equipment, and the development of at least one athletic field.
- c) The parties agree that, in the event that the proposed school site (shown and identified on Schedule "B-2" as Lots 1, 2 and 3, Block 17) is not used as a school site, the Developer shall dedicate Lot 3, Block 17 as public reserve and shall receive no credit for the dedication and shall, at no cost to the City, landscape Lot 3, Block 17 in accordance with drawings and specifications provided by the Developer and approved by the Director of Planning, Property and Development.

Developer's Initials: MS

City's Initials: BB
XC

SPECIAL TERMS

- d) The Developer shall assume responsibility for the maintenance of all public reserves until they are developed and turned over to the City for maintenance.
- e) The Developer shall, at no expense to the City, maintain the public reserve improvements for a period of two years from the date of substantial performance, in accordance with specifications approved by the Director of Public Works. The City also reserves the right to impose longer maintenance terms for amenities and features that the Director of Public Works deems to be beyond the City's standard scope of development.

22. Fencing Adjacent to Public Reserves

The Developer shall, at no expense to the City, construct within the rear yards of all single-family lots abutting park lands, a uniform fence 1.5 metres in height, to the satisfaction of the Director of Public Works maintain and/or repair and/or replace the fence as originally constructed, to the satisfaction of the Director of Public Works, and permit the City to file a caveat against the title of each such lot requiring the owner(s) of those lots to fulfill those obligations.

23. Maintaining Focal Point Feature

The Developer shall negotiate and enter into a Memorandum of Understanding with the City for the establishment and ongoing maintenance of the public reserve designated as the "focal point", to the satisfaction of the Director of Planning, Property and Development.

24. Public Walkways in Rear Yards of Visitable Housing

In the event the 6.25-m-wide rear yard rights-of-way associated with visitable housing are to be developed as public walkways (the "walkways"), the Developer shall:

- i) ensure that all walkways provide a minimum 3.0-m-wide hard surface clear path of travel;
- ii) construct all walkways to a standard that supports heavy equipment;
- iii) ensure that all walkways are unencumbered by any land drainage infrastructure (e.g. manholes, catch basins or drainage swales);
- iv) provide for bench/sitting nodes along the length of the walkways, the design of which shall be in accordance with Universal Design standards except that spacing may be extended to approximately 300-400 m on-centre or as deemed appropriate by the City's Universal Design Coordinator;
- v) provide sod and, if possible, trees, along the length of the walkways;
- vi) install pedestrian-scale lighting spaced along the length of the walkways, which must provide a minimum of 5 Lux intensity along the path of travel, and must be incorporated into the hard surfacing (but outside of the path of travel) so as to simplify site maintenance, all to the satisfaction of the Director of Public Works;
- vii) construct, within the rear yards of all single-family lots abutting the walkways, a uniform wrought iron or other approved open-style fence 1.5 metres in height, complete with one gate per property, to the satisfaction of the Director of Public Works and the Director of Planning, Property and Development, maintain and/or repair and/or replace the fence as originally constructed, to the satisfaction of the Director of Public Works and the Director of Planning,

Developer's Initials: MS

City's Initials: BB

SPECIAL TERMS

Property and Development, and permit the City to file a caveat against the title of each such lot requiring the owner(s) of those lots to fulfill those obligations.

- viii) ensure that the owner of each property which backs onto the walkways is responsible for the maintenance of the turf in the portion of the walkways against which that property abuts, to the satisfaction of the Director of Public Works, as governed by this Agreement, or caveat, or City by-law; and
- ix) ensure that CPTED (Crime Prevention Through Environmental Design) principles are applied to the walkways, particularly related to establishing clear sight lines between designated points of access/egress along the length of the walkways.

25. Active Transportation Corridors

- a) Where a designated Active Transportation Corridor extends along a collector road having a frontage road, the Developer shall apply pathway specifications in the Waverley West Northwest Neighbourhood By-law No. 37/2010 and the Waverley West Town Centre Neighbourhood By-law No. 38/2010 to the frontage road service island, and ensure a continuous pathway which aligns with the Active Transportation pathway at either end, all to the satisfaction of the Director of Public Works.
- b) The Developer shall, as deemed necessary by, and at no expense to, the City, supply and install trail network signage and trail-related traffic signage, on pathways and Active Transportation Corridors, consistent with standards and specifications applied to similar citywide networks, and as determined by and to the satisfaction of the Directors of Public Works and Planning, Property and Development.

26. Vehicular Access

- a) The Developer shall, at no expense to the City, ensure that two paved means of vehicular access are available at all times to each stage of development of the Planned Area, to the satisfaction of the Director of Public Works. This may require the construction of temporary roadways and the provision of easements or rights-of-way.
- b) The Developer shall, at no expense to the City:
 - i) ensure that construction traffic uses access routes determined by the Director of Public Works;
 - ii) maintain those access routes in a clean, dust-free condition, free of dropped and tracked-on mud; and
 - iii) undertake the regular cleaning, including but not limited to scraping and sweeping, of those access routes and all streets within the Planned Area,until building construction, including landscaping, is complete, and all as determined by and to the satisfaction of the Director of Public Works.

27. Private Approaches

There shall be no private approaches:

- i) off residential collector streets (i.e. rights-of-way 22.0 m or wider) and serving land designated for single-family residential development, except where frontage roads are provided;
- ii) off Bison Drive or Brady Road and serving land designated for single-family or two-family residential development; and
- iii) off Kenaston Boulevard.

Developer's Initials: MS

City's Initials: BB
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SPECIAL TERMS

28. Street-Name Signs

The Developer shall, at no expense to the City, cause to be installed standard, reflectorized, permanent street-name signs at each new intersection within or adjacent to the Planned Area, as determined by the Director of Public Works.

29. Development Information Signs

Prior to construction, the Developer shall, at no expense to the City, provide to the City for approval by the Director of Planning, Property and Development, development information signs containing no advertising and showing:

- the Planned Area;
- zoning information;
- a north directional arrow;
- Kenaston Boulevard and Bishop Grandin Boulevard;
- all proposed arterial and collector streets, public lanes, sidewalks, and active transportation facilities;
- the proposed stormwater retention basin;
- all natural tree stands;
- the proposed school site;
- all proposed parks; and
- all proposed community mail-box sites,

and shall subsequently install and maintain, to the satisfaction of the Director of Planning, Property and Development, the development signs at the entrances to the Planned Area.

30. Utilities

- a) The Developer shall, at no expense to the City, cause to be installed ornamental street lights in all streets within the Planned Area, to the satisfaction of the Director of Public Works.
- b) The Developer shall, at no expense to the City, cause underground electrical and telephone services to be installed to serve the Planned Area, to the satisfaction of the Director of Public Works.
- c) The Developer shall pay all costs associated with the relocation of street lights and other utilities made necessary as a result of or required to accommodate the works to be constructed by the Developer to serve the Planned Area, as determined by and to the satisfaction of the Director of Public Works.

31. Noise-Attenuation Fence

The Developer shall, at no expense to the City, construct a uniform 2.0-metre-high noise-attenuation fence within the rear yards of all single-family or two-family lots abutting Bison Drive, Brady Road, and Kenaston Boulevard, to the satisfaction of the City's Director of Public Works, maintain and/or repair and/or replace the fence as originally constructed, to the satisfaction of the Director of Public Works, and permit the City to file a caveat against the title of each such lot requiring the owner(s) of those lots to fulfill those obligations.

Developer's Initials: MS

City's Initials: BB

SPECIAL TERMS

32. Rear Yards from Bison Drive and Kenaston Boulevard

- a) All single-family and two-family residential lots which back onto Bison Drive must have a rear yard of at least 12.5 m from any habitable principal building, and the Zoning Agreement covering those lots shall stipulate a minimum rear yard of 12.5 m.
- b) All single-family and two-family residential lots which back onto Kenaston Boulevard must have a rear yard sufficient to achieve the City's Motor Vehicle Noise Policies and Guidelines sound level limit of 65 dBA in the typical outdoor recreation area of those lots, and the Zoning Agreement covering those lots shall stipulate this minimum rear yard.

33. Litter and Refuse Control and Clean-Up

The Developer shall, at no expense to the City, initiate and control the regular cleanup of litter and refuse from the contractors and builders for this development, both on-site and off-site, during the installation of services and construction of buildings, until completion of all construction, as determined by and to the satisfaction of the Director of Public Works.

34. Survey Monuments

Following completion of all major construction works, the Developer shall at its cost have the locations of the survey monuments within the Planned Area verified and, where the survey monuments have been disturbed, moved, covered, mutilated or destroyed, shall have them replaced by a Manitoba Land Surveyor. The Developer shall ensure that the Manitoba Land Surveyor provides the Director of Planning, Property and Development with a certificate stating that all survey monuments within the Planned Area have been verified and/or replaced, as the case may be.

35. Payment of Costs "On Demand"

Further to Paragraph 11 c) of the body of this Agreement, to guarantee the Developer's commitment(s) to make payments to the City on demand, the Developer agrees to provide to the City, prior to the commencement of any work under this Agreement, and in addition to any other Letters of Credit the Developer is required to provide under this Agreement, irrevocable Letters of Credit, in favour of the City, in amounts equal to at least 100% of the values of the "on demand" payments, as determined by the Director of Public Works and in form satisfactory to the City Solicitor.

SECTION II – LAND ACQUISITION AND DEDICATION

1. Stormwater Impoundments and Public Reserves

The Developer shall, upon registration of the approved plans of subdivision in the Land Titles Office, convey to the City, Public Reserves A, B, C and D shown on Schedule "B-1", Public Reserves A, B, C, D, E, F, G, H, K, L and M shown on Schedule "B-2", and Public Reserves A, B, C, D, E, F, G and H shown on Schedule "B-3" for public reserve and stormwater impoundment purposes.

2. Public Reserve Dedication

The parties acknowledge that 25.66 acres of the land within Public Reserves A, B, C and D shown on Schedule "B-1" and Public Reserves C, H and K shown on

Developer's Initials: MC

City's Initials: GB

SPECIAL TERMS

Schedule "B-2" are being purchased by the City for stormwater impoundment purposes.

The parties further acknowledge that of the remaining 55.34 acres of land within the Public Reserves shown on each of Schedule "B-1", Schedule "B-2" and Schedule "B-3":

- i) fifty percent (50%) credit only is provided for Public Reserves A, B, C and D shown on Schedule "B-1";
- ii) fifty percent (50%) credit only is provided for Public Reserves C, H, and K shown on Schedule "B-2"; and
- iii) seventy-five percent (75%) credit only is provided for "focal point" Public Reserve G, resulting in an effective public reserve dedication as follows:

$55.34 - 0.5 (7.46 + 8.46 + 7.05 + 6.17) - 0.5 (8.75 + 8.70 + 12.42) - 0.75 (4.16) = 20.72$ acres.

The parties further acknowledge that the Developer is required to dedicate 35.44 acres of land as public reserve, calculated as follows:

Planned Area	500.50 acres
Regional Streets area(Bison Dr. and Kenaston Blvd.)...	(57.56) acres
Net area subject to dedication (500.50 – 57.56).....	442.94 acres
Required Dedication (8% x 442.94 acres)	35.44 acres

The parties agree that the Developer shall compensate the City for the resultant under-dedication of 14.72 acres ($35.44 - 20.72 = 14.72$) via an increased level of public reserve site development, to the satisfaction of the Director of Planning, Property and Development.

3. Potential School Site

The Developer shall grant to the City an Option to Purchase (for possible school site purposes) the lands shown and identified on Schedule "B-2" as Lots 1, 2 and 3, Block 17. The Option to Purchase shall include, but not be limited to, the following terms and conditions:

- a) The Option to Purchase shall be:
 - i) for one dollar (\$1.00);
 - ii) fully assignable by the City to the Pembina Trails School Division; and
 - iii) terminated and no longer exercisable after July 21, 2015;
- b) The value of Lots 1, 2 and 3, Block 17 shall be calculated at the date of purchase, based on the City's standard value for acquisition of land for public use, which is determined and set from time to time by the City. The 2011 rate is \$40,000.00/acre.
- c) The cost of services, including land drainage trunk facilities, benefiting Lots 1, 2 and 3, Block 17 shall be calculated based on the City's uniform or pooled rates for local improvements for the year in which the services were constructed or the actual cost of construction, whichever is the lesser, as determined by the City.

Developer's Initials: MS
City's Initials: BB

SPECIAL TERMS

4. Dedication and Street Opening of Certain Lands as Kenaston Boulevard

- a) The Developer shall forthwith, at no expense to the City, take all steps necessary to dedicate and legally open, as right-of-way, Kenaston Boulevard as the same is shown on Schedule "G" to this Agreement. These steps include, without limitation:
- making all necessary applications to the City by December 30, 2011;
 - providing the City with instruments and documents required by the City, such as a transfer of land, discharges of encumbrances, and consents of encumbrancers; and
 - making all necessary registrations at the Winnipeg Land Titles Office.
- b) The Developer must comply with clause (a) and ensure that the land shown as Kenaston Boulevard on Schedule "G" is dedicated and legally opened as right-of-way, to the satisfaction of the Director of Public Works, by April 30, 2012, subject to reasonable extension of time
- (i) granted in writing by the Director of Public Works prior to April 30, 2012, or
 - (ii) made necessary by the timing of the City's approval process.

SECTION III – COSTS AND FEES

1. By-laws and Approvals

The Developer shall pay all of its and the City's costs, fees, and expenses associated with the preparation and attainment of approval for registration of the Zoning By-law(s) and plan(s) of subdivision, including all Municipal Board, Land Titles Office, and other fees and expenses, all survey, engineering, landscape architecture and advertising fees and costs, and all expenses incidental to the preparation of this Agreement and the physical development of the Planned Area.

2. Professional Fees

- a) The Developer shall pay the full cost of all design services, including preliminary engineering studies, servicing reports, servicing criteria, construction drawings and specifications, and grading and landscaping plans and specifications, to be provided by Consulting Engineer(s) and Landscape Architect(s) approved by the City, for the design of the municipal services, parklands, parkways, and associated works required to serve the Planned Area.
- b) The Developer shall pay the full cost of construction and landscaping supervision services provided by or on behalf of the City for field inspection, preparation of progress estimates, provision of as-built drawings by March 31 of the year following substantial performance of the work, and all other engineering and landscape architectural consulting services related to the installation and acceptance of municipal services, the parkland improvement, and all associated works to serve the Planned Area.

3. Administration Fees

Prior to the release of the subdivision mylars for registration in the Land Titles Office, the Developer shall pay to the City, to defray the City's administration and related costs associated with the preparation and implementation of this Development Agreement, an administration fee, calculated as follows:

i) 500.50 acres x \$1,200/acre =	\$600,600.00
ii) G.S.T. (5%) =	30,030.00
Total	\$630,630.00

Developer's Initials: MS

City's Initials: AB

SCHEDULE "D"

CONSTRUCTION AND MAINTENANCE SPECIFICATIONS

The Developer acknowledges that it shall be responsible to obtain from the relevant Departments of the City copies of the following documents before commencing construction and maintenance of relevant works, and that each of these documents is hereby incorporated in this Agreement as fully and to the same extent as if attached as a schedule to this Agreement.

MINIMUM STANDARDS FOR SEWERS AND WATERMAINS

The latest revision of the City of Winnipeg "Standard Construction Specifications" and the City's "Water and Sewer Standard Manual" shall apply to all materials supplied and all construction procedures related to the installation of sewers, watermains and appurtenances thereto.

MINIMUM STANDARDS FOR ROADS, PAVEMENTS AND SIDEWALKS

The latest revision of the City's "Standard Construction Specifications" shall apply to all materials and procedures related to the construction of roads, lanes, and sidewalks, and appurtenances thereto.

STANDARDS FOR LANDSCAPING IMPROVEMENTS

The latest revision of the Parks and Recreation Department's "Construction And Maintenance Specifications" shall apply to the construction and maintenance of landscaping improvements within road allowances.

Developer's Initials: MS

City's Initials: GP

SCHEDULE "F"

FORM OF LETTER OF CREDIT

THE BANK OF _____

(Date): _____

TO: THE CITY OF WINNIPEG

Credit No. _____

Amount: (\$Cdn.) _____

Expiry Date: _____

Developer: THE MANITOBA HOUSING AND RENEWAL CORPORATION

Dear Sirs:

IRREVOCABLE LETTER OF CREDIT

1. _____ (the "Bank"), for valuable consideration, the receipt of which is hereby acknowledged, hereby establishes in your favour an irrevocable Letter of Credit (the "Credit") in the amount of \$ _____, on which you may draw up to but not after _____ (the "Expiry Date").
2. This Credit is issued in connection with obligations incurred or to be incurred by The Manitoba Housing and Renewal Corporation (the "Developer") under Servicing Agreement No. AG No. 4/10 dated July 21, 2010.
3. A drawing under this Credit shall be made on or before the Expiry Date by you presenting to the Bank at _____, Winnipeg, Manitoba, this Credit and a Demand in writing signed by a person who has been duly authorized to sign on your behalf.
(street address)
4. The Demand shall refer to this Credit by the above number, shall state the amount demanded, and shall certify that the Developer has failed to perform any one or more of its obligations as stipulated in Agreement No. AG 4/10.
5. Upon receipt of the Credit and Demand on or before the Expiry Date, the Bank shall pay to you the amount stated in the Demand, without enquiring whether the City has a right to such amount as between yourself and the Developer, provided that such amount, together with other amounts paid to you under this Credit, if any, do not exceed in the aggregate the amount of the Credit.
6. This Credit is deemed to be automatically extended for _____ from the Expiry Date and any future expiration date, unless the Bank notifies you in writing at least 30 days prior to any such date that the Bank elects not to renew it, which notice must be directed and sent by fax to:
(minimum 60 days)

The City of Winnipeg
Legal Services Department
3rd Floor – 185 King Street
Winnipeg, Manitoba
R3B 1J1

Attention: Director of Legal Services and City Solicitor

Fax: 204 947 9155.

Yours truly,
THE BANK OF _____

Authorized Signature

Authorized Signature

NOTE: The concluding clause does not prevent cancellation at any time with the City's consent.

Developer's Initials: MS

BB
City's Initials: JK

DEPOSIT NO. 922/20

METRIC

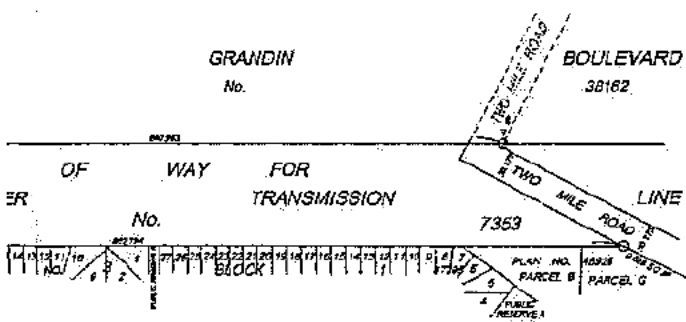
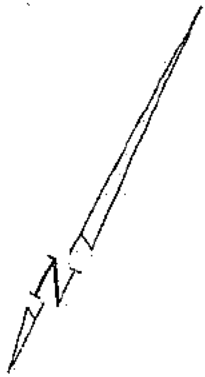
PLAN OF KENASTON BOULEVARD
TO BE OPENED
ACROSS PART OF
O.T.M. LOT 14, PARISH OF ST. VITAL
BEING
ALL OF PARCEL A
PLAN NO.

CITY OF WINNIPEG
MANITOBA

SCALE 1:3000



PREPARED UNDER THE EXPROPRIATION ACT (MANITOBA)



CERTIFICATE PURSUANT TO THE EXPROPRIATION ACT,
SUBSECTIONS 13(4) & 13(5)

- THIS IS TO CERTIFY THAT:
- (a) This is the Plan referred to in By-Law No. _____ of the City of Winnipeg.
 - (b) All registered owners of any lands that will vest by reason of filing of the Plan have agreed with the City of Winnipeg on the settlement of due compensation for the land.
 - (c) The land is acquired free and clear of all encumbrances.
 - (d) The Land is being acquired under Sections 204 & 205 of The City of Winnipeg Charter Act, SM 2002, C. 39.
 - (e) Upon the registration of the Plan, the land affected by the Plan is thereby opened and dedicated to the public use as a highway in the name of Her Majesty the Queen in Right of the Province of Manitoba.

Said of the CITY OF WINNIPEG
This _____ day of _____, 200__

A.W. SHERBY, MANITOBA LAND SURVEYOR
FOR: DIRECTOR
PLANNING, PROPERTY AND DEVELOPMENT DEPARTMENT
THE CITY OF WINNIPEG

CANADA
PROVINCE OF MANITOBA
TO WIT:
I, RICHARD WAYNE SHERBY, of the City of Winnipeg,
in the Province of Manitoba, Manitoba Land Surveyor
and a Senior Staff member of the City of Winnipeg
Planning, Property and Development Department
do hereby certify and say:

- (1) I have designated signing authority from the Director of Planning, Property and Development in respect to the real estate matters, in Clauses a, b, c, d and e, heretofore set forth, approved by the Council of the City of Winnipeg.
- (2) I have a personal knowledge of the facts in Clauses a, b, c, d and e, heretofore set forth.
- (3) The facts, matters and things in said Clauses a, b, c, d, and e, heretofore set forth are true in substance and in fact.

A.W. SHERBY, M.L.S.

Sworn to before me of the CITY OF WINNIPEG
This _____ day of _____, 200__

M.L.S.

NOTES:

ALL DISTANCES ARE IN METRES AND MAY BE CONVERTED TO FEET BY MULTIPLYING BY 3.28084.
SURVEY MONUMENTS FOUND ON THE GROUND ARE DESCRIBED AND SHOWN THUS: _____
ALL PLANS REFERRED TO ARE ON RECORD IN THE WINNIPEG LAND TITLES OFFICE.
KENASTON BOULEVARD TO BE OPENED IS SHOWN BORDERED THUS: _____
THE AREA IS SHOWN IN HECTARES (HA) AND MAY BE CONVERTED TO ACRES BY MULTIPLYING BY 2.47105

AFFIDAVIT

I, LESLIE NEIL McLAUGHLIN, of the City of Winnipeg, Manitoba Land Surveyor, MAKE OATH AND SAY THAT I DID PERSONALLY SUPERINTEND THE SURVEY REPRESENTED BY THIS PLAN THAT THE SURVEY WAS MADE BETWEEN THE 1ST AND THE 11TH OF APRIL, A.D. 2008, AND THAT THE SURVEY AND PLAN ARE CORRECT AND TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Leslie Neil McLaughlin
MANITOBA LAND SURVEYOR

SWORN TO BEFORE ME AT THE CITY OF WINNIPEG
THIS 31ST DAY OF JULY, A.D. 2008

J. M. Yeox
A SURVEYOR AUTHORIZED TO PRACTISE
UNDER "THE LAND SURVEYORS ACT"

REGISTRATION

ENTERED AND REGISTERED IN THE WINNIPEG LAND TITLES OFFICE
THIS _____ DAY OF _____, 200__
AS PLAN NUMBER _____ AND IS THE PLAN
REFERRED TO IN AN INSTRUMENT REGISTERED IN THE SAID
OFFICE AS NUMBER _____

FOR DISTRICT REGISTRAR

REGISTRATION NO. _____



LAND SURVEYING - GEOMATICS
117 FORT STREET WINNIPEG, MB R3C 1C8

THIS APPROVAL IS VALID FOR 12 MONTHS UNLESS REGISTERED

APPROVED:
THIS _____ DAY OF _____, 200__

EXAMINER OF SURVEYS

RE-APPROVED:
THIS _____ DAY OF _____, 200__

EXAMINER OF SURVEYS

Developer's Initials: *MS*

City's Initials: *BB JC*

