

THIS AGREEMENT made in DUPLICATE this 10 day of January A.D. 2016/7

BETWEEN:

THE RURAL MUNICIPALITY OF WEST ST. PAUL
(hereinafter called the "Municipality")

- and -

KLING HOLDING LTD.
(hereinafter called the "Developer")

WHEREAS the Developer own those lands within the geographic limits of the Municipality described in Schedule "A", and has received approval for a plan of subdivision;

AND WHEREAS approval of the plan of subdivision has been given on the condition that the Developers enter into this Agreement with the Municipality;

AND WHEREAS the Developer proposes to develop the Planned Area for single family residential purposes in one phase;

AND WHEREAS the Municipality and the Developer are agreeable to the Development of the Planned Area by the Developer in accordance with the provisions of this Agreement;

AND WHEREAS the Municipality and the Developer have agreed that the construction and installation of the municipal Services and all matters and things incidental thereto and all matters of things relating to the Development of the Planned Area shall be subject to the terms, conditions and covenants hereinafter set forth;

NOW THEREFORE THIS AGREEMENT WITNESSTH that in consideration of the mutual covenants herein contained and the good and valuable consideration, the parties agree with each other as follows:

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DEFINITIONS

1. In this Agreement:
 - (a) "Agreement" means this agreement and all schedules listed in Article 2;
 - (b) "Approved Standard or Approved Standards" shall mean as a minimum the standards established and set forth in the Plans and Specifications attached hereto or referenced herein or subsequently prepared with reference hereto provided that if no such standard is set forth it shall mean the standards adopted by the Municipality for the construction of its public works or the standard established by the relevant codes or the standard of Development, quality, workmanship, materials, installation and design comparable in all respects to such standard existing at the time of this Agreement, and as determined by the Municipal Engineer, except where the parties have expressly agreed in writing to a different standard in which case such agreed standard shall be the Approved Standard. If no other standard can be located then the standard to be used shall be the City of Winnipeg Standard Construction Specifications and Amendments thereto;
 - (c) "Commencement Certificate" shall mean a certificate issued by the Municipality when all agreements, schedules, deposits, fees, Performance Guarantees or the other security required by this Agreement have been filed with or paid to the Municipality or arrangements satisfactory to the Municipality have been made;
 - (d) "Construction" shall mean the making, building, construction, erection, fitting, placing, alteration, improvement or repair of structures, or any earthworks, or improvements to the Lands;
 - (e) "Construction Completion Certificate "A" means the certificate to be issued by the Municipal Engineer after substantial completion of all the infrastructure Works, with the exception of the installation of the concrete on all surfaces on roads in the Planned Area, have been constructed in accordance with this Agreement and have been inspected by the Municipal Engineer and approved for use and assumption by the Municipality, without limiting the

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generality of the foregoing this will mean that the curb and gutter, waste water sewer, land drainage, hydro has been installed thereon.

- (f) "Construction Completion Certificate "B" means the certificate issued by the Municipal Engineer after all Works, including the installation of concrete surfaces on Roads in the Planned Area, have been constructed in accordance with this Agreement and have been inspected by the Municipal Engineer and approved for use and assumption by the Municipality;
- (g) "Contract" shall mean a contract entered into with the Developer or his agent for construction, or for improving land, or for the doing of any work or the providing of any Services in the Construction or in the improving of the Lands, or for the supplying of any materials to be used in the Construction or improving the Lands but does not include a contract of employment;
- (h) "Contractor" shall mean a person who has entered into a contract with the Developer or its agent;
- (i) "Contract Price" shall mean the price to be paid under a Contract or sub-contract for the performance of the Contract or sub-contract;
- (j) "Costs" shall mean the capital cost including materials, labour and engineering cost of services outside the Works;
- (k) "Council" shall mean the elected Council of the Municipality of West. St. Paul;
- (l) "Date of this Agreement" means the date this Agreement has been signed by the last Party;
- (m) "Developer's Engineer" shall mean the firm or person employed by the Developer for designs, specifications, tender and supervision of the Works required to be carried out by the Developer, and qualified to practice as an Engineer within the Province of Manitoba.
- (n) "Development" shall mean:

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- i. the carrying out of the Construction, erection or placing of any building, structure or excavation or other operation on, over or under land; or
 - ii. the making of any change in the use or intensity of use of any land or buildings or premises

- (o) "Final Acceptance Certificate" means the certificate to be issued by the Municipal Engineer not sooner than two (2) years after the date of the Construction Completion Certificate "B" and after the Municipal Engineer has verified by a final inspection of the Works that they have been constructed and maintained by the Developer in accordance with this Agreement;

- (p) "Lot or Lots" shall mean any individual parcel of land capable of receiving it's own certificate of title which is created by the registration of the plan of subdivision within the Planned Area;

- (q) "Lot Owner" shall be the person shown as the registered owner of the Lot in the Winnipeg Land Titles Office;

- (r) "Lands" shall mean lands of the Developer described in Schedule "A";

- (s) "Maintain" includes repair, and/or replacement as may be necessary and which must be to the satisfaction of the Municipality;

- (t) "Manitoba" shall mean the Province of Manitoba;

- (u) "Municipal Engineer" shall mean a firm of engineering consultants appointed by the Municipality, or the duly authorized representatives of such firm, or any qualified Engineering consultant nominated or appointed by the Municipality; or any other person nominated or appointed by the Municipality who, in the absolute discretion of the Municipality, has the requisite knowledge and experience to undertake and perform the responsibilities of the Municipal Engineer as set forth in the Agreement;;



- (v) "Municipal Specifications" shall mean the City of Winnipeg Standard Construction Specifications and Amendments thereto, or such other specification or design as may be agreed to in writing by the Municipality;
- (w) "Party" means either the Developer or the Municipality
- (x) "Performance Guarantee" means either the cash, or performance bond or irrevocable letter of credit, or such other security the Municipality may accept to be lodged with the Municipality in accordance with any provisions of this Agreement and the form and content of same must be approved by the Municipality, and from an institution approved by the Municipality.
- (y) "Planned Area" or "Plan of Subdivision" or "Subdivision" means the area of land shown on the plan of subdivision conditionally approved by Red River Planning District for the Lands, and attached hereto as Schedule "B".
- (z) "Road" shall mean those public roads or any part or parts thereof, any temporary turning circles, and any areas or road widening shown or laid out on the Plan of Subdivision and the use of "Street" or "Public Highway" shall be synonymous with "Road", and shall include not only the traveled portion thereof but also all ditches and right-of-way adjacent to same;
- (aa) "Service or Services" shall mean the Works required to be constructed, installed or completed by the Developer according to any provisions of this Agreement;
- (bb) "Utility or Utilities" shall mean hydro, telephone, natural gas, cable television or any other similar Service to be constructed, installed or completed by the Developer according to any provisions of this Agreement;
- (cc) "Warranty Period" means the period of time between the date of the Construction Completion Certificate "B" and the date of the Final Acceptance Certificate, but in no event shall it be less than two (2) years, during which the Developer will operate and maintain the Works;

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- (dd) "Work or Works" means all improvements, Services, materials, matters and things required to be done or supplied by the Developer in accordance with this Agreement.

ATTACHED SCHEDULES

2. The following Schedules are attached to and form part of this Agreement:
- | | |
|--------------|--|
| Schedule "A" | DESCRIPTION OF LANDS |
| Schedule "B" | PLAN OF THE PLANNED AREA |
| Schedule "C" | DESCRIPTION AND ESTIMATED COSTS OF WORKS TO BE CONSTRUCTED |
| Schedule "D" | FORM OF PERFORMANCE GUARANTEE |
| Schedule "E" | ROAD CONSTRUCTION, DRAINAGE, LOT GRADING
GENERAL CONSTRUCTION, UNDERGROUND SERVICING |
| <u>"E.1"</u> | <u>ACCELERATION/DECELERATION LANE CONSTRUCTION</u> |
| Schedule "F" | FLOOD PROOFING |
| Schedule "G" | RIVERBANK STABILIZATION |
| Schedule "H" | HYDRO AND STREET LIGHTING PLAN, upon completion as approved by the Municipality and Manitoba Hydro |
| Schedule "I" | CIVIC ADDRESSING |
| Schedule "J" | FENCING DETAIL |
| Schedule "K" | LIST OF ACCEPTABLE TREES |
| Schedule "L" | DEVELOPER ENFORCED ARCHITECTURAL GUIDELINES AND APPROVAL |
| Schedule "M" | SUMMARY OF DEVELOPER'S FEES |

Any variations in, additions to, or deletions from this Agreement or the plans and specifications, profiles, and drawings, which the parties hereto may agree upon from time to time and which shall be confirmed by both parties in writing, all of which shall be binding upon the parties hereto as fully and to the same extent as those now incorporated herein.

3. The originals of all Plans referred to in any of the Schedules are on file in the offices of the Municipality and, in the event of any conflict between the originals and any photocopied reproduction attached to this Agreement, the originals shall govern.

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ORDER OF PROCEDURE

4. The Developer shall follow the following order of procedure in developing the Planned Area, and no Lot in the Planned Area shall be transferred until these requirements have been completed;
- (a) Execute and deliver this Agreement to the Municipality;
 - (b) Obtain consent to registration of this Agreement as prior charge or encumbrance, in a form satisfactory to the Municipality from the holder of any mortgage or other encumbrance of the Lands that will be outstanding on the date of registration of the Plan of Subdivision, such that the caveat evidencing this development agreement shall be a first charge upon the Lands;
 - (c) Deposit with the Municipality the Performance Guarantee and proof of insurance required by this Agreement;
 - (d) Pay in full all outstanding taxes;
 - (e) Deposit with the Municipality the funds required for legal, planning, engineering and administrative costs in accordance with Article 19;
 - (f) Pay to the Municipality the capital development, green space, office administration levies and sewer utility replacement reserve fund levy required for the Lots created in the Planned Area in accordance with Article 20 of this Agreement;
 - (g) Pay to the Municipality the water meter charge of \$600.00 per Lot as per paragraph numbered 20;
 - (h) Pay to the Municipality the amount of cash to be given in lieu of public reserves as per paragraph numbered 47;
 - (i) Pay to the Municipality funds for services outside the Planned Area as per paragraph numbered 48;

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- (j) Deliver to the Municipality draft reference plans of survey illustrating all easements not shown on the Plan of Subdivision, and all deeds and grants of easement executed in favour of the Municipality or any other public authority or utility company required by the Agreement in a form satisfactory to the Municipality; and
 - (k) Register the Plan of Subdivision at The Property Registry office in Winnipeg.
 - (l) Deliver to the Municipality an original full size, an original 11" x 17" reduced copy, and a digital copy of the final Plan of Subdivision after same has been registered in The Property Registry Office;
5. Prior to starting construction of the Works in the Planned Area, the Developer shall:
- (a) Fulfill all of the conditions required by Article 4 above unless otherwise approved in writing by the Municipality; and
 - (b) Notify the Municipal Engineer in writing at least forty-eight (48) hours prior to the start of Construction.

PHASING OF DEVELOPMENT

6. The Development will proceed in one (1) phase.

PERFORMANCE GUARANTEE REQUIRED

7. In order to guarantee that the Works will be constructed and installed in accordance with the provisions of this Agreement, and in order to guarantee the performance by the Developer of all other covenants and commitments on its behalf or on behalf of the successor and assigns, and in accordance with the terms hereof, the Developer shall lodge with the Municipality a "Performance Guarantee" consisting of cash or a performance bond or an irrevocable letter of credit in a form similar to the draft attached as Schedule "D" herein, to be issued by a Canadian financial institution having an office in Winnipeg, in an amount equal to 50% of the cost of the Works and

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all fees payable by the Developer to the Municipality, as estimated by the Municipality and set out Schedule "C".

8. If, upon a minimum thirty (30) calendar days prior to the date of expiry of each Performance Guarantee referred to in this Agreement there is an outstanding covenant or obligation of the Developer which, in the absolute discretion of the Municipality, is not completely carried out, the Municipality may draw the full amount of the Performance Guarantee or any portion thereof and hold those monies in place of the Performance Guarantee unless the Developer earlier provides a replacement Performance Guarantee and the provisions of this paragraph shall apply to the replacement Performance Guarantee. For the avoidance of doubt it is understood and agreed that failure by the Developer to so provide a replacement Performance Guarantee thirty (30) days before the existing Performance Guarantee expires shall constitute a default under this Agreement entitling the Municipality to draw the full proceeds of the existing Performance Guarantee without further notice and any such monies so held in place of a Performance Guarantee may be used as provided in this Agreement in the event of default.

9. In the event of default under or termination of this Agreement, for whatever cause, the Municipality shall have the right to use the proceeds of any Performance Guarantee or the amount of approved equivalent security provided by the Developer in such a manner as the Municipality may deem most advisable for the orderly completion of all Work or Works still not constructed within the Planned Area and the Municipality may, in its own discretion, complete such Work or repair any faulty Work within the Planned Area for the purpose of completing as far as possible, the Development of the Planned Area as contemplated by this Agreement and the Municipality shall have the right to enter upon and use any land within the Planned Area, and the Developer does hereby grant such rights irrevocably to the Municipality under the terms hereof, and the time within which Work shall be completed shall be at the sole discretion of the Municipality and need not be limited to any specific part of the Planned Area. The Municipality is not bound to complete such Work but rather it is at the Municipality's option whether it completes such Work.

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RELEASE OF SECURITIES

10. The Municipality will consider approving a reduction to the Performance Guarantee either on the Municipality's own initiative or on the written request of the Developer or Developer's Engineer. When considering the reduction to the Performance Guarantee the percentage and value of completed Works will be used at the sole discretion of the Municipal Engineer.
11. The Developer may, when not in default, apply to the Municipality as construction of the Works proceeds, for releases of its Performance Guarantee at regular intervals, and each application shall include an up-to-date estimate of the cost to complete the Works, verified by the Developer's Engineer and the Municipal Engineer, as well as written certification from the Municipal Engineer that these works have been correctly installed.
12. A request by the Developer for such a reduction must be accompanied by such documentation as the Municipality may desire verifying:
 - (a) The level of completion of the relevant Works, in whole or in part, and/or;
 - (b) That any funds due from the Developer to the Municipality pursuant to this Agreement have been paid in whole.
13. Any reduction in the amount of the Performance Guarantee is solely at the discretion of the Municipality.
14. Upon receipt of an application from the Developer or the Developer's Engineer, the Municipality may authorize the release of such portion of the Performance Guarantee as the Municipality may, in all circumstances, consider reasonable, but without limiting the generality of the foregoing the following rules shall apply:
 - (a) The amount of the Performance Guarantee retained by the Municipality excluding any amounts held for maintenance or *Builders Lien Act* purposes, shall not, at any time be less than the up-to-date estimated cost to complete the outstanding Works as determined by the Municipality; and

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- (b) The Municipality shall deduct the following amounts from the Performance Guarantee otherwise available for release:
- i) Seven and one-half percent (7.5%) of the value of the Work performed since the date of the last release as determined by the Municipal Engineer which the Municipality shall hold pursuant to Part IV of the *Builders Lien Act*.
 - ii) An amount sufficient to satisfy any construction liens of which the Municipality has notice in respect of any portion of the Works located on a public street or highway, or on any lands conveyed to the Municipality or any other public authority, and
 - iii) Five percent (5%) of the value of the Work performed for any given phase, as determined by the Municipal Engineer, which the Municipality shall hold as security for the Developer's obligations during the Warranty Period.

15. If the Developer fails to complete any Work required to be performed in accordance with the terms of the Agreement, or make any payment required to be paid, the Municipality shall notify the Developer of any failure or perceived failure of its obligations and the Developer shall have 10 business days to rectify the failure. Provided that the Developer has not rectified the failure then the Municipality may make such payment and/or authorize such person or persons to enter upon the Planned Area and perform such Work as is necessary to complete the unfinished Work. All costs incurred by the Municipality in connection with performing such Work shall be paid from the Performance Guarantee. Should the cost of completion of the Work exceed the balance of the Performance Guarantee, or for whatever reason not be payable from such Performance Guarantee, then the Developer shall be liable to pay all such costs.

DEVELOPER'S EXPENSE

16. It is the intent of this Agreement that the Municipality shall not incur any expense for the development of the Planned Area and every obligation of the Developer under

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this Agreement shall be deemed to include the words "at the expense of the Developer" unless specifically stated otherwise.

17. The Developer covenants and agrees to pay the full cost of preliminary engineering studies, design, and preparation of engineering plans and specifications to be provided by the Developer's Engineer, related to the design of the Municipal Services and associated Works required to service the Planned Area.
18. The Developer covenants and agrees to pay the full cost of engineering supervision provided by or on behalf of the Municipality for engineering field inspections, preparation of progress estimates, submission of as-built drawings and all other engineering services related to the installation, construction and acceptance of the Services and associated Works required to service the Planned Area. Said sum shall be paid by the Developer as and when determined by the Municipality.

MUNICIPALITY'S LEGAL, PLANNING, ENGINEERING AND ADMINISTRATIVE COSTS

19. The Developer covenants and agrees to be responsible for all third party costs incurred by the Municipality, and without limiting the generality of the foregoing, including land acquisition costs, surveying, appraisal, engineering, planning, administration and legal costs, relating to the preparation, performance and enforcement of the terms of this Agreement or necessitated or arising in any manner whatsoever as a result of this Agreement. The Developer shall at the time of signing of this Agreement pay to the Municipality the sum of \$20,000.00 to be held by the Municipality in an account and used by it as a deposit toward the payment of the above costs as they arise. At the Municipality's request and after payment has been made out of the above account, the Developer shall make additional payment to the Municipality to restore the balance in the account to \$20,000.00 to pay the above costs as they arise. The Municipality shall be indemnified for any and all costs and expenses, including legal expenses, on a solicitor and client basis, plus 10%, out of the sums to be provided to the Municipality by the Developer should the Municipality feel it is obliged or obligated to pay any costs incurred with respect to the Planned Area. The Municipality, after payment of all outstanding costs, shall refund any moneys (if any) that remain in the account to the Developer within thirty days after the receipt of the Final Acceptance Certificate. If the above mentioned expenses end up being greater than the amount of the deposit held by the Municipality then the

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Developer shall immediately be responsible to make payment to the Municipality of any shortfall.

DEVELOPMENT FEES

20. The Developer shall pay to the Municipality for each new Residential Lot in the Planned Area as per Schedule "B":
- a) A capital development levy of \$4,900.00 for each Residential Lot in the Planned Area; (16 x \$4,900.00 = \$78,400.00)
 - b) A green space levy of \$1,200.00 for each Residential Lot in the Planned Area; (16 x \$1,200.00 = \$19,200.00)
 - c) An office administration levy of \$400.00 for each Residential Lot in the Planned area; (16 x \$400.00= \$6,400.00)
 - d) A sewer replacement reserve fund levy of \$2,500.00 for each Residential Lot in the Planned Area; (16 x \$2,500.00 = \$40,000.00)
 - e) A water meter charge of \$600 for each Residential Lot in the Planned Area; (16 x \$600.00 = \$9600). This includes supply and installation of the meters by the Municipality.
 - f) If for any reason the Developer shall not make payment of said development fees to the Municipality then the individual purchaser of each Lot is responsible for payment of such fees and no building permit shall be issued for any Lot until such time as the development fees are paid.

for a grand total of \$153,600.00 for the 16 new Residential Lots within the Planned Area.

The RM agrees that the above noted payments are to be made in two (2) installments.

- First payment of \$ 76,800 for 8 lots to be paid upon Development Agreement signing.

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- Second payment of \$ 76,800.00 shall be payable upon the sale of the eighth lot or within two (2) years from the date of signing the Development Agreement, whichever occurs first.

INSURANCE

21. As a condition of this Agreement, the Developer shall keep in force until the Final Acceptance Certificate has been issued, a comprehensive policy of public liability and property damage. The amount of such insurance shall be a minimum of FIVE MILLION DOLLARS (\$5,000,000.00) and the form and content of the insurance policy must be acceptable to the Municipality and the insurance shall be with a company approved by the Municipality and in a form approved by the Municipality.
22. The insurance shall be with a company approved by the Municipality and in a form approved by the Municipality.
23. The Developer shall provide the Municipality with evidence satisfactory to the Municipality that such insurance is in place prior to registration of the Plan of Subdivision.
24. The Developer shall, and does hereby agree to, indemnify and save the Municipality harmless from and against all damages, losses, claims, costs (including court costs), expenses and professional fees paid or incurred by the Municipality in respect of any Work carried out by or on behalf of the Developer pursuant to this Agreement, or any Work carried out by or on behalf of the Developer within the Planned Area. It is further understood and agreed between the parties hereto that the Developer shall indemnify and save harmless the Municipality from all claims, demands, or proceedings related to any claim whatsoever of any kind concerning the Developer subdividing the Planned Area.

ZONING AND BUILDING RESTRICTIONS

25. Nothing in this Agreement shall relieve the Developer of any obligation to comply with all applicable development plans, zoning and building by-laws in effect from time to time. Residential buildings, accessory structures and yard development shall be

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erected or placed on the Land in the Planned Area only as permitted in the Municipality's Zoning By-law.

- (a) The Lot Owner agrees that the dwelling for the new lots shall have a building requirement of 40' minimum (12.19 M) to 50' (15.24 M) maximum front yard setback.
26. All Construction within the Planned Area shall be carried out in accordance with any noise by-law of the Municipality that may be in effect from time to time.
27. No building shall be erected on the Planned Area other than as permitted by the Municipal Development Plan and Zoning By-law.
28. (a) Not more than one (1) driveway shall be constructed for each Lot and the driveway shall not have more than one (1) access to and from an abutting Street and such access shall not be to and from more than one (1) Street within the Planned Area unless approved in writing by the Municipality
- (b) Any driveways to permit access to Lots within the Planned Area shall be installed by the Owner of the Lot together with a crossing from the travelled portion of the Road to each Lot. All approaches shall be surfaced to a standard equal or better than asphalt, concrete or uni-stone paving as determined by the Municipal Engineer for the first eight (8) ft. adjacent to the pavement. An approach to a Lot is to be completed with the above mentioned surface within eighteen (18) months of issuance of the building permit for that Lot or within 12 months of the installation of a concrete Road in front of their Lot, whichever is the later. The Municipality has the option of performing the necessary Work to install the approach crossing and finished surface to provide access to any Lot. Each Lot Owner agrees to pay the Municipality the necessary costs incurred by the Municipality in so doing. Such payment shall be paid to the Municipality prior to the Municipality performing such work. If the Municipality permits the Lot Owner to construct the driveway then such construction shall be done under the supervision of the Municipal staff. Should any Lot Owner fail to perform any work required pursuant to this paragraph within the specified time then the Municipality may

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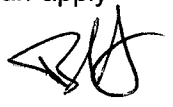

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perform such work and the parties agree that all costs related thereto may be added to the taxes for said Lot.

29. No motor vehicle other than passenger motor vehicles shall be parked upon the Planned Area unless concealed in a wholly enclosed garage excepting two (2) recreational vehicles. The words "passenger motor vehicles" and "parked" shall have the meaning ascribed to them by *The Highway Traffic Act of Manitoba*.
30. No excavation shall occur on any Lot in the Planned Area except for the purpose of building on same or for the improvement of the gardens and grounds thereof.
31. No building waste or other material of any kind shall be dumped or stored on any Lot in the Planned Area except clean earth for the purpose of levelling in connection with the erection of a building thereon or the immediate improvement of the grounds.
32. No animals other than domestic household pets normally permitted in private homes in urban residential areas shall be kept upon any Lot in the Planned Area.
33.
 - (a) Prior to any Lot Owner receiving a Building Permit concerning any Lot in the Planned Area, the Lot Owner shall submit a site plan of their Lot showing the proposed location of the building on the Lot. The Municipality reserves the right to require a Lot Owner to build at a certain location on their Lot at the sole discretion of the Municipality and such location may have more stringent requirements than the existing Zoning By-law.
 - (b) It shall be a requirement that any Lot Owner must have their home constructed and the exterior thereof complete within three (3) years of the date of the certificate of title being transferred from the Developer to the Lot Owner. If the said Lot Owner subsequently sells the Lot this three (3) year time frame still runs from the date upon which the Developer initially transferred the Lot. Should any Lot Owner fail to comply with the terms of this agreement they shall be liable to pay the Municipality damages in the amount of \$4,000.00 per year for each year the Lot Owner fails to comply with the terms of this paragraph, and all parties to this agreement agree that such sum may be added to the taxes on the lot in question. The Municipality is not required to obtain a judgement in order to do so but simply can apply

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same to the tax roll once the breach has occurred. (As example, if the Lot Owner purchases the Lot on March 15, 2016 then if a home and the exterior thereof has not been completed on March 14, 2019 then immediately on March 15, 2019 the Lot Owner owes the Municipality \$4000.00. An additional \$4,000.00 shall accrue annually on each anniversary date thereafter.) The Municipality in its sole discretion reserves the right to extend such time frame in extenuating situations.

34. Residential buildings with a walkout basement shall only be permitted on Lots 13-16 in the Planned Area if supported by engineering reports and any necessary flood proofing measures constructed by the developer as per Schedule "F".
35. It shall be the responsibility of the Developer and/or Lot Owner to obtain all necessary approvals from any Provincial highway regulatory authority for:
 - (a) Any new, modified, relocated or access connections to any Lot in the Planned Area or access to the Planned Area itself including any required approvals to retain the PTH 9 existing access for construction purposes.
 - (b) The construction or placement of any structure in the designated highway control zone.
36. Each individual Lot Owner shall be responsible for the garbage and debris on their Lot, and in this respect:
 - (a) During construction an enclosed refuse container or structure shall be placed on each building site and it shall be placed within a chain linked fence or page wire affixed to a 2" x 4" frame and refuse shall be gathered and placed in the enclosed structures and emptied on a regular basis or within 24 hours of being notified by the Municipality in writing that the refuse container needs to be emptied. All worksites shall be maintained in a safe and orderly condition. Each individual Lot Owner shall be responsible for any garbage or debris that may be blown or scattered from their Lot and if they fail to clean up same within (five) 5 days of being notified by the Municipality of their obligation to do so, then the Municipality may clean up same and the parties agree that they may add such costs to the taxes on said Lot. The

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Municipality shall be the sole party to determine upon which Lot the debris has originated from.

- (b) After construction is complete each individual Lot Owner shall be responsible for disposal of their own garbage to comply with any By-law of the Municipality dealing with garbage.
37. Until development has been fully completed within the Planned Area, the Developer covenants and agrees to maintain at all times at its own expense all such areas not completed within the Planned Area, in a presentable manner. Such maintenance shall, without restricting the generality of the preceding, include levelling same to the grade of the surrounding area and the cutting of grass and weeds thereon, and providing proper drainage for any water that may accumulate so as to ensure public safety and maintenance of sites until construction is commenced, in a manner not offensive to the public view as determined by the Municipality.

DEVELOPER ENFORCED GUIDELINES

38. (a) The Developer may impose more restrictive and additional building restrictions which shall be set out in the Developer's schedule of restrictions Schedule "L". The Developer or his agent shall be responsible for the enforcement of the building restrictions set forth in Schedule "L". It is acknowledged and agreed that the Municipality shall have no involvement whatsoever in enforcing the Developer's building restrictions.
- (b) The Lot Purchaser and/or his agent shall supply a letter of approval signed by the Developer or his agent in a form as set out in Schedule "L" hereto prior to the issuance of a building permit. The Developer will be notified by the Municipality of any application for a building permit that is not accompanied by the said form.

REQUIREMENTS FOR BUILDING PERMITS

39. Prior to the issue of any permits for construction of buildings within the Planned Area, the Developer or Lot Owner shall:

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- (a) Fulfill all the requirements of paragraph numbered 4 hereof;
- (b) Provide written confirmation to the Municipality that the sewer, Road system with the exception of the installation of concrete surfaces and Land Drainage System as set out in Schedule "E" herein are complete and operational;
- (c) Receive the required approvals from all applicable utility companies and regulatory agencies;
- (d) Register the Plan of Subdivision and any other reference plans;
- (e) Provide the Municipality with a signed letter from the Developer confirming that the Lot Owner's plans comply with the Developer's Guidelines set out in Schedule "L"; and
- (f) Comply with all requirements for issuance of a building permit as set out in this Agreement.

40. The Developer and any Lot Owner agree that a building permit may be withheld upon any failure to fulfill any of the foregoing requirements and the Municipality is not liable for any damages suffered as a result of non-issuance of a building permit.

GRANTS OF EASEMENT, PUBLIC RESERVES, AND OTHER PUBLIC LANDS

- 41. (a) The Developer shall obtain for and grant to the Municipality and any other required public authority or utility company, those lands and easements required for the purposes of providing Services to the Planned Area.
- (b) The Developer shall obtain for and grant to the Municipality a 7.31 Meter (twenty-four foot (24') Public Reserve along the entire north property boundary in lieu of a monetary dedication.
- (c) The Developer agrees to dedicate a .30 Meter (one foot) Public Reserve along PTH 9 abutting the rear property lines of Lots 1, 2, 3 and 4 adjacent to Main Street to satisfy Provincial Subdivision Regulations.

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- (d) It shall be the responsibility of each individual Lot Owner to ensure that any drainage easement on their Lot is maintained by means of keeping same free of weeds, cutting any vegetation located thereon, as well as ensuring that there is no obstructions in such drainage easement by any means whatsoever. The requirements of this paragraph shall be performed to the satisfaction of the Municipality;
- (e) The Municipality reserves the right to provide a Lot Owner with a written notice that it is in default of its maintenance obligations as set forth in the preceding paragraph and if such Lot Owner does not remedy same within the time set forth in said notice, then the Municipality has the right to enter upon the land in question and complete such maintenance and any costs so incurred shall be at the expense of the Lot Owner and should the Lot Owner fail to make payment of said costs within the time specified by the Municipality then the parties agree that the Municipality shall have the right to place such costs on the tax roll of the Lot in question.

42. The Developer shall grant or cause to be transferred to the Municipality all Lands in fee simple, free of all liens and encumbrance, which are required for Roads, Drains, and all Public Reserves as set forth in Schedule "B" attached hereto.

RESTRICTION ON TRANSFERS

43. The title to any Lot or Lots within the Planned Area shall not be transferred until after all of the provisions of Section 4 have been completed.

NOTICE TO PURCHASERS

44. The title to any Lots within the Planned Area shall not be transferred until each purchaser is advised of the following:

- (a) The Lot Owner has been provided with a copy of the Lot Grade Plans for their Lot and that they will be required to pay a Lot Grade Deposit at the time of placing their Building Permit Deposit.

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- (b) The Purchaser must have their plans approved by the Developer and that the architectural guidelines set forth in Schedule "L" and the consent form set forth in Schedule "L" must be executed and delivered to the Municipality.
- (c) The Lot Owner be required to pay the sewer charges as set forth in paragraph 49 hereof.
- (d) Encourage the use of low flush and low water use appliances and the requirements for sewage disposal as set forth in this Agreement.
- (e) Advise the Lot Owner of their civic address.

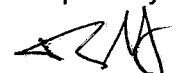
TRANSFER OF SERVICES

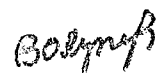
45. All municipal Services and local improvements referred to in this Agreement which the Developer is required to install pursuant to the terms hereof, shall be transferred to the appropriate authority free and clear of all charges and encumbrances. Such Services shall become the property of the Municipality or the Provincial Crown or Manitoba Hydro or Manitoba Telecom Services Inc. or Central Gas Manitoba Inc. as the case may be, upon the certification by the Municipal Engineer that such Services have been properly installed and completed and a Construction Completion Certificate "A" has been issued therefore.

DEBRIS REMOVAL FROM ROADS

46. The Developer shall pay the cost of removal of earth, mud, clay, and other similar substances (for the purpose of this paragraph hereinafter called "Debris") deposited on municipal streets generated from activities on any Lot in the Planned Area. This obligation shall continue until all lots are sold by the Developer and houses are constructed on all said lots. Debris shall be cleaned off Roads within and adjacent to the Planned Area on a continuous basis as required or immediately upon the request by the Municipality. Failure to remove the Debris within twenty-four (24) hours of written or verbal notice to the Developer, will result in the Municipality removing the Debris at the Developers expense from the Roads within and/ or adjacent to the Planned Area. Not only is the Developer responsible for the cost of removing the Debris but the Developer is also responsible for the cost to repair any

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damage caused to the Road by such Debris. If the Developer has sold the Lot in the Planned Area where the Municipality feels the Debris is being generated from, then the Municipality has the option of collecting these funds from either the Developer or the Lot Owner. The parties to this Agreement agree that any costs incurred by the Municipality in cleaning the Roads may be added to the taxes on the lot from where the Debris originated. The Municipality shall be the sole party to determine where the Debris on the Road originated from and the Municipality's decision shall be final and binding upon all parties and is not subject to appeal.

PLAYGROUND

47. The Developer agrees to dedicate a 7.31 Meter (24 foot) wide Public Reserve land to the Municipality as identified in Schedule "B" in lieu of Public Reserve / Playground dedications.

SERVICES OUTSIDE THE PLANNED AREA

48. (a) The Developer agrees that in addition to supplying the necessary Services set forth in this Development Agreement within the Planned Area, it shall be the Developer's responsibility to construct such Services as set forth within the plans, specifications and drawings on such lands located outside the Planned Area as specified in such plans, specifications and drawings, as shown on the Schedules attached hereto, which additional services are required for the purposes of servicing the Planned Area.
- (b) It shall be the responsibility of the Developer to obtain all necessary approvals from any Provincial highway regulatory authority for the installation of acceleration and/or deceleration lanes to be constructed along PTH 9 at the Lister Rapids Dr. entrance.
- (c) In the event that the Department of Manitoba Infrastructure and Transportation (MIT) proceeds to construct upgrades to Main Street at the Lister Rapids Dr. entrance, the RM agrees to postpone and/or cancel the installation requirement for acceleration/decelerations lanes as per Schedule "E.1". It shall be at the discretion of the RM once confirmation of MIT

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construction and timelines have been determined or prior to June 30, 2018 to give direction on the requirement for installation.

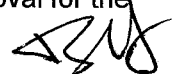
- (d) The Developer agrees that it shall pay to the Municipality the sum \$16,000 for costs outside of the Planned Area

WATER AND WASTE WATER

49. (a) **Waste Water**

- i) The Developer covenants and agrees to construct, install and complete in a workmanlike manner all sanitary sewers complete with forcemain, sub-trunks, lateral lines, house connections up to the property line, manholes, manhole covers and all the usual engineering features and appurtenances required to service the Planned Area. This shall include all necessary works required to connect the Planned Area to the Lister Rapids sewer system.
- ii) All waste water sewer services heretofore referred to shall be installed according to plans, specifications and drawings as approved by the Municipality and its Engineer, and attached hereto as Schedule "E".
- iii) Each individual Lot Owner agrees to pay to the Municipality all costs which the City of Winnipeg has assessed to the Municipality for providing sewer services to their Lot pursuant to Service Sharing Agreements as well as all such other amounts as may be assessed by the Municipality pursuant to any Sewer By-laws and without limiting the generality of the foregoing, such costs include a utility buy-in charge of \$1,900.00 and a participation fee of \$3,000.00. These costs are subject to potential annual increases as determined by the City of Winnipeg.
- iv) Lot owners in the Planned Area agree to join the Lister Rapids Local Improvement District (LID) and pay the associated fees and any shared costs assessed by the Municipality for the upgrades and connection of the Lister Rapids infrastructure to the municipal system subject to council approval. If a Certificate of Approval for the

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Subdivision is finalized prior to the finalization of the LID, Lots in the Planned Area may be added to the LID and the developer responsible for the associated costs at that time.

- v) In the event that a governing Provincial Authority will not permit connection to the Municipal sewer system, the Developer and Lot owners understand that the Municipality gives no guarantee that any lot will be provided with municipal sewer services and agrees the Municipality is under no obligations whatsoever to supply sewer services to the Planned Area or liable for any damages whatsoever suffered as result of no such sewer services.

(b) **Water**

- i) Each individual Lot Owner shall be responsible for installing an individual well for the purpose of supplying potable water to the buildings being located upon said Lot. Such well must be drilled in compliance with all By-Laws and Regulations imposed by any Governmental Authority including without limiting the generality of the foregoing the Federal Government, the Provincial Government and the Municipality. Without limiting the generality of the foregoing each individual Lot Owner may be required to obtain a license from Manitoba Conservation.
- ii) The Municipality specifically advises that the ground water in the Planned Area may not be suitable for drinking and therefore each individual Lot Owner will be responsible for paying for their own independent supply of potable water and the Municipality is under no obligations whatsoever to supply potable water to the Planned Area.
- iii) Each individual Lot Owner shall install a water meter as supplied and installed by the Municipality.
- iv) As there is no existing water supplied to the Lot, then at such time as such water system is made available to such Lot, the Lot owner at the time must connect to the water system within six (6) months of being

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advised by the Municipality of the availability to connect to such system.

- v) If the Lot Owner fails to connect to said water system then the Municipality may enter upon the Lot and do the necessary work to connect the home to the water system and all costs incurred by the Municipality are the responsibility of the Lot Owner and should the Lot Owner fail to pay same, the parties agree that the Municipality may add same to the taxes for said Lot.
- vi) The Developer and any future Lot Owner acknowledge and agree that at the time of installation of sewer and/or water, such improvements may be funded by a Local Improvement District. Such Developer and future Lot Owner agree that they will not object to the creation of a Local Improvement District for such improvements.

LAND DRAINAGE SYSTEM / DRAINAGE

- 50 (a) The Developer will undertake at its own expense, the construction and completion in a workmanlike manner of all drainage ditches, culverts, bridges, retention ponds with submergent and vegetation, linear waterways, swales and all curb and gutter installations and all general pertaining structures and appurtenances to the edge of each front Lot line in accordance with the specifications and drawings as approved by the Municipality and its Engineer, and attached hereto as Schedule "E".
- (b) Prior to the Developer commencing any drainage works in the Planned Area it shall obtain the necessary Water Rights License from the Province of Manitoba.
- (c) All Lot Owners in the Planned Area shall not discharge any waste water other than natural run-off water and rain water into the drainage system of the Planned Area.

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- (d) If, as per Schedule "E", remedial drainage works or upgrades are required, the Developer shall be responsible for the cost to upgrade the land drainage system area to accommodate the Planned Area.
51. The drainage of surface water on the Lots in the Planned Area is the sole responsibility of the Developer with the exception of Lot Grading which shall be the responsibility of the Lot Owner. The Developer shall provide and maintain adequate drainage of surface water and shall comply with the Drainage Plans set out in Schedule "E", with the exception of the Lot Grading.
52. (a) The Developer and the Lot Owner shall construct all Works in accordance with the Lot Grading and Drainage Plans and specifications set out in Schedule "E". The Developer shall construct the drainage ditches and swales as shown on the Drainage Plan attached hereto as Schedule "E", all final lot grading shall be completed by the Lot Owner of the Lot. The Developer shall maintain sufficient interim drainage and outlets to provide adequate drainage, including the installation and removal of culverts when required by the Municipal Engineer, until the Final Acceptance Certificate has been issued.
- (b) The Municipality wishes to advise each individual Lot Owner that at the time of application for a building permit they will be required to pay a Lot Grade Deposit.
53. The Developer agrees that if the drainage Works result in drainage or a change of drainage through private or other lands, all Work shall be carried out with the approval of and to the satisfaction of the private owners affected and the Municipal Engineer. Any easements acquired by the Developer over third party Lands for that purpose shall be obtained by the Developer and conveyed to the Municipality.
54. The Developer shall not interfere with any existing drain or watercourse except in accordance with Schedule "E" or with the prior written permission of the Municipality and/or the Province of Manitoba, but any interference shall not relieve the Developer of responsibility for any damage caused by the interference and the Developer shall indemnify the Municipality against any claims.

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- 55 At no time shall the Developer or any subsequent Lot Owner permit any of the drains created by the Lot Grade Plan to be blocked in any fashion whatsoever and without limiting the generality of the foregoing, that shall include the placing of any structure, the placing of any earth, sand, wood, ice, snow or any object whatsoever which shall impede the flow of water down the drain. Further, it shall be the responsibility of the Developer and any subsequent Lot Owner (if the Lot is sold) to properly Maintain all drains upon their lot.
56. Immediately prior to issuance of the Final Acceptance Certificate, the Developer shall cause to be prepared at the Developer's cost and expense, a sworn Certificate by the Municipal Engineer attesting that the Planned Area complies with the Lot Grade Plan as per the specifications and drawings as prepared by the Engineer and attached hereto as Schedule "E", except for the Lot Grading of the individual Lots.

FLOOD PROOFING

57. (a) The Developer shall take such flood protection measures as are identified in Schedule "F" hereof.
- (b) Each individual Lot Owner shall ensure that it shall construct its building at a height as established by the Province of Manitoba and/or the Municipality to ensure that flooding does not occur.
- (c) The Lot Owner acknowledges that it is their responsibility to ensure that the buildings being constructed on their Lot are constructed at such a height as to protect same from flooding. The Developer and any future Lot Owner hereby relieves and releases the Municipality from any liability concerning the Planned Area and/or buildings being flooded.

RIVERBANK STABILIZATION

- 58, The Developer will undertake at its own expense, the construction and completion of all riverbank stabilization in accordance with the specifications and drawings as approved by the Municipality and its Engineer, and attached hereto as Schedule "G". In accordance with a Geotechnical Riverbank Stability Review prepared by Stantec a

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30 meter offset from the existing top of riverbank is recommended under existing conditions. With a 30 meter offset no additional riverbank stabilization is required other than minor bank regrading. A copy of this Review will be provided to each purchaser of a Lot located on the river by the Developer, but it is being provided without any responsibility on the part of the Municipality, Stantec or the Developer.

CONSTRUCTION OF ROADS

59. The Developer covenants and agrees to construct, install and complete in a workmanlike manner, and at his own expense all concrete Roads in the Planned Area. The exact specifications and design of the Roads shall be as directed by the Municipality and shall be in accordance with Schedule "E" attached hereto.
60. Prior to the date of the Construction Completion Certificate "A", the Developer shall be responsible for all winter road maintenance within the Planned Area, but after the Construction Completion Certificate "A" has been issued the Municipality shall be responsible for winter road maintenance in conjunction with normal snow removal operations elsewhere in the Municipality.

TRAFFIC CONTROL DEVICES

61. The Developer shall be responsible for installing such traffic control devices as the Municipality may require to ensure that there is a proper flow of traffic and without limiting the generality of the foregoing, those shall include:
- (a) The appropriate speed zone, stop, yield, children at play, street name signs, and other traffic control signs as required by the Municipality.
 - (b) All such traffic control devices shall be to the satisfaction of the Municipality and shall be as set forth in Schedule "E".

TREE AND VEGETATION PLANTING

62. (a) The Developer shall plant a minimum of two (2) trees for each Lot within the Planned Area to be placed along the street frontage.

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- (b) The list of acceptable trees is shown on Schedule "J" hereto. All plant material required shall be hardy to the location on the site where they are planted. Any provincial and/or national horticultural standards shall be used as a reference in selecting plants. Deciduous trees shall have a minimum caliper of 63.0 millimeter (2.5 inch) calliper when planted and evergreen trees shall have a minimum height of 2.5 meters (8.2 feet) when planted. The Lot Owner shall maintain and nurture these trees until the end of the Warranty Period. The Municipality may retain the services of a qualified arborist regarding the health of the trees. The exact location of each tree shall be as determined by the Municipality. Such trees shall be installed prior to the issuance of a Construction Completion Certificate "B".

GRADING AND LANDSCAPING

63. Prior to the issuance of a Construction Completion Certificate "A" the Developer shall ensure that all Lots are rough graded to the satisfaction of the Municipality.
64. All boulevards, islands and drainage works, shall be graded and have top soil placed thereon by the Developer. Subsequent to the placement of topsoil the Developer shall place sod or hydro seed all such areas. All of such work shall be done in accordance with the Municipal Specifications and to the approval of the Municipality.
65. Topsoil from the Planned Area shall not be removed from same but rather shall be stock-piled on site.
66. Each individual Lot Owner must maintain the boulevard in front of their individual Lot from their Lot line to the edge of the pavement by mowing the grass and keeping same free from weeds as well as insuring that the ditches are kept free and clear of debris so as not to impede the flow of water. Should any Lot Owner fail to perform such work then the Municipality may provide a seven day notice (or if an emergency then such notice as the Municipality in it's sole discretion deems reasonable) requiring the Lot Owner to perform such work and failing same the Municipality may perform such work and all costs incurred shall be the responsibility of the Lot Owner. The Owners of a corner Lot are responsible for both boulevards adjoining the Roads adjacent to said Lot. Should any Lot Owner fail to comply with the terms of this paragraph then the

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parties agree that the Municipality may perform such Work and all costs incurred by the Municipality may be added to the taxes for said Lot.

67. The Developer and all future Lot Owners acknowledge that they shall be responsible for their individual snow removal upon any Lot within the Planned Area. Such party further acknowledges that under no circumstances whatsoever shall any snow be placed upon any roads, road right-of-ways, or drainage ditches.

DECORATIVE FENCING AND PATHWAY

68. (a) The Developer shall install decorative fencing along the western edge of the Lots that adjoin Main Street which fencing shall be to the satisfaction of the Municipality. The general specifications for such fencing shall be as set forth in Schedule "J "
- (b) The Developer agrees to upgrade and/or repair the Municipal walking trail along the western edge, adjacent to the Planned Area along Main Street as required by the Municipality.
- (c) The Developer shall be responsible to grade, place topsoil and seed or sod the Public Reserve area including up to the Municipal walking trail as required by the Municipality.
- (e) Each individual Lot Owner along Main Street hereby grants an easement to the Municipality to permit the decorative fence. Such easement shall be in-perpetuity and grant to the Municipality the right to grant to the Developer and the Municipality the right to leave the decorative fencing as shown on the plans attached as Schedule "J" hereto upon their Lot. They shall at no time disturb or interrupt the use of the fencing and they shall permit the Municipality or such other parties it deems appropriate to enter upon their Lot for the purposed of repairing, maintaining and/or replacing the fencing. It shall be the Developer's responsibility to maintain the fencing until the Final Acceptance Certificate is issued.

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CIVIC ADDRESSING

69. All house numbers within the Planned Area shall be allocated based on the civic addressing as set out in Schedule "I". The Developer shall advise each purchaser of a lot within the Planned Area of its correct civic address.

CANADA POST MAIL BOX SITES

70. The Developer covenants and agrees to enter into the necessary agreements with Canada Post for the purposes of installing or upgrading community mailboxes to accommodate the new development. The Developer shall be responsible for any and all costs incurred in connection with the installation or upgrade of said mailboxes. Canada Post may either choose to have new sites located or simply expand upon their existing site and in either case the Developer shall be responsible for all costs thereof.

STREET LIGHTING

71. The Developer shall install ornamental street standard lighting, consistent with the current Lister Rapids development, at the locations as set forth in Schedule "H" attached hereto. The exact type and location of all such street lighting must be to the satisfaction of the Municipality, acting reasonably.

UTILITIES

72. It shall be the Developer's responsibility to arrange and pay for the installation of all utilities to the Planned Area and without the generality of the foregoing that shall include Hydro, Telephone, Cable Television, Natural Gas, and High Speed Internet. All of such utilities must be installed underground unless the prior approval from the Municipality has been obtained to install them above ground. The parties acknowledge and agree that the Plan for Hydro as per Schedule "H" has not been completed and the Developer will insert whatever Plan is approved by Manitoba Hydro.
73. The Developer shall:

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- (a) Submit the plans for Hydro and Natural Gas, Cable Television, High Speed Internet, Telephone, and any other applicable Utility company plans required to the Municipality for their approval;
 - (b) Obtain the approval of all applicable provincial and federal regulatory authorities for the utilities mentioned in the preceding paragraph;
74. It is acknowledged and agreed that at the time of the preparation of this Development Agreement Hydro and Street Lighting Plan Schedule "H" have not been received and the Developer agrees not to commence any Construction Work in the Planned Area without first having received Schedules "H " and same being approved by the Municipality. If the Municipality agrees it can provide its consent for such Construction Work to commence without the Plans however it must provide its written consent therefore.
75. It is understood and agreed that the Developer shall be responsible for all costs incurred by the Manitoba Hydro, gas Utility or telephone Utility relating to the provision of Services for Hydro, gas, cable and telephone within the Planned Area and, in addition of all costs incurred by the said Utilities for the provision of underground Services to any adjoining properties which the Utility may reasonably require to be serviced as a result of Services required for the Planned Area.
76. The Developer undertakes and agrees, at its own expense, to be responsible for the relocation of any hydro poles, lines, cables or other appurtenances of the Manitoba Hydro or Manitoba Telecom Services Inc. or any other Service or Utility which it may be necessary to locate or relocate as a result of this Agreement and Development of the Planned Area.

CONSTRUCTION OF WORKS

77. The Developer shall, at the Developer's expense, construct and maintain all of the Works described within this Agreement, in a good and workman like manner and in accordance with the Municipal Specifications to the satisfaction of the Municipal Engineer and without limiting the generality of the foregoing all Works as set forth in the Schedules attached hereto.

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78. If, at any time during the construction or maintenance of the Works, the Municipality determines that modifications to the Works are necessary to provide adequately any of the Services required by the Planned Area, the Developer shall construct such additional Works to the Satisfaction of the Municipal Engineer.

REPAIR AND RELOCATION OF EXISTING SERVICES

79. The Developer shall repair any damage caused by the Developer to any existing Roads, structures, Services or Works owned or operated by the Municipality or Province of Manitoba or any third party, and pay for all costs related to the relocation of any existing Utilities or Services in or outside the Planned Area as may be necessary to accommodate the development of the Planned Area as determined by the Municipal Engineer.

BENCH MARK

80. The Developer shall establish and construct a minimum of two benchmarks to be permanently located and identified within the Development for the use of the Municipality and Engineers in determining grades and other matters.

CONSTRUCTION LITTER / REFUSE AND FILL

81. Except as provided for in Section 37(a), the Developer shall promptly dispose of all construction litter / refuse and debris within the Planned Area. If refuse is not removed within twenty-four (24) hours of notice from the Municipality, the Municipality may remove the refuse and debris at the expense of the Developer.
82. The Developer shall not deposit surplus fill on public Lands within the Planned Area. Furthermore, the developer shall neither remove nor permit to be removed, any fill, top soil, trees or shrubs from public lands, other than Roads and Drainage Work without the written consent of the Municipality.

COMMENCEMENT, PROGRESS AND COMPLETION OF WORK

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83. The Developer shall not start construction of the Works until the Municipal Engineer has received at least forty-eight (48) hours prior written notice of the intention to commence Work, and should for any reason there be a cessation or interruption of Work for 10 consecutive days, the Developer shall not resume Work until at least forty-eight (48) hours written notice of the intention to resume is again given to the Municipal Engineer.
84. The Construction of the Works shall be carried out with reasonable speed and, in any event, the Developer undertakes to complete the Works in time sufficient to obtain the Construction Completion Certificate "A" within two (2) years from the date of registration of the Plan of Subdivision and/or by such later dates as the Developer and Municipality may mutually agree upon in writing.
85. If, in the opinion of the Municipal Engineer, the Developer is not proceeding or causing to proceed with the Work required by this Agreement within the specified time, or so that it may be completed within the specified time, or is improperly performing the Work, or should the Developer neglect or abandon any of the Work before its completion, or unreasonably delay the Work so that the conditions of this Agreement are being violated or carelessly executed, or in bad faith, or should the Developer neglect or fail to repair or replace Work as may be rejected by the Municipal Engineer as being or having become defective or unsuitable, or should the Developer fail to carry out any maintenance required by this Agreement, or should the Developer default in any manner in the performance of any of the terms of this Agreement, whether a default has occurred shall be in the sole opinion of the Municipality's Engineer, then the Municipal Engineer shall, unless prevented by urgent circumstances, notify the Developer in writing of the default, failure, delay or neglect and if the Developer fails to remedy such default within seven (7) days (168 hours) after the notice, then the Municipality shall have full authority and power to immediately purchase any materials and to employ any tools, machinery and workmen as in the Municipality's opinion shall be required for the proper completion of the Work at the cost and expense of the Developer together with a management fee of twenty per cent (20%) of the labour and material value which costs shall be paid by the Developer.
86. The Developer shall ensure that construction commence from the current PTH 9 access onto the Planned Area, if approved by Manitoba Infrastructure and

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Transportation. The Lister Rapids road extensions shall not be accessible and functional until such time as necessary to complete the final requirement of the development construction.


87. The Developer shall not cut any Roads inside or outside the Planned Area without the prior written consent of the Municipal Engineer and Manitoba Infrastructure and Transportation (if required), and all Roads shall be restored to the satisfaction of the Municipal Engineer as soon as possible after completion of the Work.
88. Where Work is performed on existing Roads outside the Planned Area, they shall be reinstated to their original condition as determined by the Municipal Engineer.
89. The Developer shall not restrict and shall ensure that no person working in the Planned Area restricts the normal flow of traffic in or outside the Planned Area without the prior written consent of the Municipality.
90. If, in the opinion of the Municipal Engineer, it is necessary to change the grade of existing grades adjacent to or abutting the Planned Area because of the Development of the Planned Area, the Developer shall grade to sub-grade and reconstruct the intersections of such roads in the manner and within the time stipulated by the Municipal Engineer.

INSPECTING AND TESTING OF WORKS

91. During construction and maintenance of the Works, the Municipal Engineer may inspect the work at such times and with such duration and frequency as the nature of the construction and maintenance may dictate, and may order such tests of the Works as the Municipal Engineer considers advisable to ensure that the Works are being constructed and maintained in accordance with this Agreement. If during inspections or testing the Municipal Engineer perceives that construction or maintenance, whether by method or otherwise, constitutes a potential danger to life or property, or construction does not conform to acceptable practice in order to meet Municipal Specifications, the Municipal Engineer shall have the authority to order stop work by verbal notice to the contractor and/or the Developer's Engineer, such notice to be confirmed in writing to the Developer as soon as possible thereafter, and to order such remedial action as the Municipal Engineer considers advisable.

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Neither the Municipality nor the Municipal Engineer shall be liable for any damages resulting from a stop work order.

92. The Municipal Engineer may require any qualitative tests of any materials which have been or are proposed to be used in the construction of the Works, or may require soil tests to be carried out at the Developer's expense but this shall not relieve the Developer of its responsibility to carry out any tests required by good engineering practice.
93. Any Work not examined to the satisfaction of the Municipal Engineer prior to backfilling shall be excavated at the Developer's cost.


EMERGENCY REPAIRS

94. Employees or agents of the Municipality may enter the Planned Area at any time or from time to time prior to the date of the Final Acceptance Certificate for the purpose of making emergency repairs to any of the Works, and such entry and repair shall not be deemed an acceptance of the Works by the Municipality or an assumption by the Municipality of any liability in connection therewith or a release of the Developer from any obligations under this Agreement. The Developer shall pay all costs for emergency repairs.

USE OF WORKS BY MUNICIPALITY

95. The Works may be used by the Municipality or any other person authorized by the Municipality prior to the date of the Final Acceptance Certificate for the purposes for which the Works were designed. Such use shall not be deemed an acceptance of the Works by the Municipality and shall not in any way relieve the Developer of its obligations with respect to the construction and maintenance of the Works, but the Developer shall not be liable for any negligent conduct of the Municipality, its servants, agents or employees.
96. The Developer further acknowledges that the Municipality may inadvertently damage or interfere with the Works in the course of using them, and the Developer hereby waives all claims against the Municipality that it might have arising from normal and reasonable use, interference or damage.

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CONSTRUCTION COMPLETION CERTIFICATE

97. (a) Upon the substantial completion of all Services and Works and the Developer performing all of their obligations required to be performed pursuant to the terms of this Agreement, except such work as specifically listed in the following paragraph, the Developer may request the Municipality to cause such structures and Works to be inspected for compliance with Municipal Specifications and Drawings and upon satisfactory completion, it will cause a Construction Completion Certificate "A" to be issued.
- (b) The Developer may apply to obtain their Construction Completion Certificate "A" indicating substantial completion after the completion of the concrete surface on all Roads in the Planned Area. Once the Developer has completed all other obligations of the Developer pursuant to the Development Agreement then the Developer is eligible to apply for Construction Completion Certificate "B".
- (c) Ownership of the Works shall vest in the Municipality upon the Construction Completion Certificate "B" being issued subject to the Developer's continuing obligations to Maintain the Works during the Warranty Period in accordance with this Agreement and the Developer shall have no further claims or rights to the Works.

WARRANTY OF WORKS

98. The Developer shall Maintain all the Works in the Planned Area until the Final Acceptance Certificate is issued by the Municipality which shall be no sooner than two (2) years from the date the Construction Completion Certificate "B" was issued.

FINAL ACCEPTANCE CERTIFICATE

99. After two (2) years from the date of the Construction Completion Certificate "B", the Developer may apply to the Municipality for a Final Acceptance Certificate. The application shall include "as constructed" engineering drawings, duly stamped by the Developer's Engineer produced at the original scale on reproducible material such as

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"mylar" together with reproducible reductions measuring 11 x 17", an electronic version and be accompanied by a written request that the Municipal Engineer conduct a final inspection.

100. Upon receipt of the Developer's request for a Final Acceptance Certificate, the Municipal Engineer shall again inspect the Works and, if satisfied, shall report to the Municipality that the Works have been maintained satisfactorily and shall recommend that the Final Acceptance Certificate be issued.

REPLACEMENT OF SURVEY BARS

101. Immediately prior to issuance of the Final Acceptance Certificate, the Developer shall supply an up-to-date certificate from a qualified Manitoba Land Surveyor stating that all survey monuments for corners, bends, and beginnings and ends of curves for streets, easements to the Municipality, parklands and other public Lands shown on the Plan of Subdivision or any reference plan had been found and were in place on the date of the surveyor's certificate.

ENGINEERING SERVICES

102. The Developer shall employ an Engineer licensed and in good standing with the Association of Professional Engineers of Manitoba to provide engineering functions including but not limited to:
- (a) The preparation of calculations, contours, designs, plans and specifications;
 - (b) The preparation and furnishing of all required drawings;
 - (c) The preparation of the necessary contracts;
 - (d) The obtaining of all required Federal, Provincial and Municipal approvals;
 - (e) The provision of the field layout, contract administration and construction supervision, and without limiting the generality of the foregoing shall mean full time engineering supervision during the installation of the sewer, drainage and Roads;

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- (f) The maintenance of all records of construction and upon completion to advise the Municipal Engineer of all construction changes and to prepare all final and "as constructed" plans and drawings as may be required by the Municipal Engineer;
 - (g) Acting as the Developer's representative in all matters pertaining to the construction; and
 - (h) The coordinating and scheduling to comply with the timing provisions of this Agreement and the requirements of the Municipality and Municipal Engineer for the Works.
103. The Developer shall furnish all plans, specifications, designs, calculations, contours, or other information pertaining to the Works as the Municipal Engineer may require.
104. All inspections of the Works shall be performed by the Municipal Engineer whose determination of whether the Works have been constructed according to Municipal Specifications shall be final.

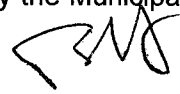
DEVELOPER'S LIABILITIES AND INDEMNITY

105. The Developer shall indemnify and save harmless the Municipality from all actions, causes of action, suits, legal fees and disbursements on a solicitor and client basis, claims, demands whatsoever which may arise as a result of the Municipality entering into this Agreement and permitting the Developer to develop the Planned Area. The Developer further releases the Municipality from any claim concerning the Planned Area in any fashion whatsoever concerning the negotiation, preparation, and approval of the subdivision application whether such claim may have existed prior to or after the execution of this agreement.

CONSTRUCTION LIENS

106. If any lien is claimed pursuant to the *Builder's Lien Act* for the supply services or material in connection with the construction or maintenance of any portion of the Works located on a public street or highway or any Lands owned by the Municipality

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or any other public authority, the Developer shall be considered in default under this Agreement and the Municipality may, in its absolute discretion, use the Performance Guarantee deposited by the Developer with the Municipality to pay into court any amounts required to discharge all liens plus costs.

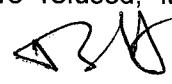
DEFAULT PROVISIONS

107. If the Developer fails to comply with any of the terms of this Agreement, then the Municipality may, at its discretion, provide the Developer with a written notice that if such obligation is not rectified within fifteen (15) days from the date of such notice, including the date of receipt and the fifteenth day, then the Municipality shall be at liberty to do any, all or any combination of the following:

- (a) Require the Developer to cease development of the Planned Area and no further construction or development Work shall take place in the Planned Area and no Lot or further Lots in the Planned Area may be sold without the prior written consent of the Municipality;
- (b) Enter upon the Planned Area and complete such obligations and any expenses which may be incurred by the Municipality by either payment to third parties or by its own employees, shall be billed by the Municipality to the Developer and it shall be the responsibility of the Developer to make payment of same. If the Municipality so wishes, the Municipality may rely upon the Performance Guarantee of the Developer. Should the costs incurred by the Municipality in rectifying this Agreement exceed the amount of the Performance Guarantee or not be covered by the Performance Guarantee, then the Developer shall be liable to pay all such costs;
- (c) Require the Developer to enter into a new Development Agreement for the Planned Area, and upon such new Development Agreement being entered into same may amend, alter or change any provisions of this Agreement, as approved by the Municipality;
- (d) Where, as a result of the Developer's default, building permits with respect to any of the Land contained within the Planned Area are refused, it is

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S03-1869


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understood and agreed, that such refusal shall not create any liability for damages against the Municipality.

108. The Developer covenants and agrees that should it be in default of any of the payments required to be made to the Municipality, pursuant to the terms of this Agreement, then the Developer shall pay interest to the Municipality at the rate of 15 Per Cent Per Annum, calculated semi-annually from the date upon which such payment is invoiced by the Municipality to the Developer until the date of payment by the Developer to the Municipality.

COST RECOVERY

109. The Municipality and the Developer agree that the Developer shall be entitled to recovery of costs from privately owned lands that connect to the Drainage Works constructed within the Planned Area (consisting of the 24 ft swale and the outlet into the river and / or utilize the Acceleration and Deceleration Lane Works that may be constructed outside of the Planned Area. This will be done on the following basis:
- (a) The Municipal Engineer shall certify the costs.
 - (b) The Municipality makes all reasonable efforts to recover the proportionate share identified by the Municipal Engineer from benefiting landowners through the subdivision approval process.
 - (c) The Developer will be entitled to the above mentioned recoveries for a period of 15 years following the Final Acceptance Certificate by the Municipal Engineer.
 - (d) No interest will be paid.

GENERAL

110. This Agreement shall not be assignable by the Developer without the consent of the Municipality first being had and obtained in writing; which consent is not to be unreasonably withheld.
111. The headings of the paragraphs contained in this Agreement are hereby stated to be inserted for convenience only, and shall in no way define, limit or restrict or describe

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the scope of intent of this Agreement nor affect in any way whatsoever its terms and provisions;

112. The Developer shall comply with all laws and regulations as may be applicable by any Federal, Provincial or Municipal authority, or any other governing body having authority.
113. The Municipality will perform its obligations within the limits of its powers from time to time and will be under no obligation or duty other than to exercise its best efforts to perform such obligations. The Municipality will not be liable to the Developer or any other person for its failure to perform any obligation if such failure is beyond its control or caused by the operation of law.
114. Should any provision of this Agreement be in contradiction of any rule of law or equity then the provisions of this Agreement shall supersede and prevail. In addition, should there be a duplication of jurisdiction between this Agreement and any other law, rule or equity, then the most stringent shall apply.
115. Whenever the singular and neuter are used in this Agreement, the same shall mean plural, masculine, or feminine where the context so requires, and covenants shall be deemed to be joint and several.
116. Nothing in this Agreement constitutes the approval of the Municipality to any approvals or amendments required, including any plan of subdivision, development plan amendment, zoning by-law amendment, variation, or conditional use order desired by the Developer.
117. Where the Developer is a corporation the Developer shall maintain itself in good corporate standing with the corporation's branch of Manitoba for the term of this Agreement and if at any time the corporation shall be put in Notice of Dissolution then same shall be deemed a default under the terms of this Agreement.
118. Subject to the specific provisions of this Agreement, under no circumstances, will the imposition by the Developer upon any prospective Purchaser of a Lot subject to this Agreement, of any conditions respecting the obligations of the Developer reduce the obligations of the Developer under this Agreement.

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NOTICE TO SUBSEQUENT DEVELOPERS AND PURCHASERS

119. This Agreement shall run with the Land in-perpetuity and be binding upon all successors in title and in accordance with section 151(1) of *The Planning Act*. Any development agreement under this *Act* may provide that it runs with the land, and when a caveat with a copy of such an agreement attached is filed in the appropriate land titles office, the agreement binds the owner of the land affected by it, and the owner's heirs, executors, administrators, successors and assigns.

FILING AGREEMENT AS CAVEAT

120. The Developer undertakes and agrees at its expense to have this within Agreement registered by means of a Caveat filed in the Winnipeg Land Titles Office against the real property described in Schedule "A" hereto. \ Such caveat must be a first charge registered against the Planned Area and if there are any prior encumbrances it is the responsibility of the Developer to obtain postponements of such encumbrances to permit this Development Agreement caveat to be a first charge. It is understood and agreed between the parties hereto that any subsequent purchaser of the above described lands shall be bound by the provisions of this Agreement. This Agreement shall run with the land in-perpetuity and be binding upon all successors-in-title thereto.

CANCELLATION OF AGREEMENT

121. If the Plan of Subdivision is not registered within one (1) year from the Date of this Agreement, the Municipality may, at its option, declare this Agreement to be null and void.

TIME OF THE ESSENCE

122. Time shall be of the essence of this Agreement.

LEGAL NOTICE

123. Any notice required to be given by the Parties of this Agreement shall be given by registered mail at the address for service of the Parties set out in this Agreement or

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ASA
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at such other addresses as the Parties may specify from time to time, (provided that in the event of a postal disruption, notice shall only be given by hand) and shall be deemed to have been delivered on the third day after the date of the deposit in the post office. The addresses for the Parties are:

TO: MUNICIPALITY
The Rural Municipality of West St. Paul
3550 Main Street, West St. Paul, MB.
R4A 5A3

TO: KLING HOLDING LTD.
c/o Wilfrid Kling
3918 Andrews Road
East St. Paul, MB.
R2E 1C8

FURTHER ASSURANCES

124. The parties shall, upon reasonable request of the other, execute any further documents as may be required for the more perfect and absolute performance of the terms and conditions of this Agreement.

SUCCESSORS AND ASSIGNS

125. This Agreement shall run with the Land and be binding upon all successors in title and shall be binding upon and enure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns. This agreement shall run with the land in –perpetuity and be binding upon all successors-in-title thereto.

Wc

S03-1869

Wc
Bosyn

IN WITNESS WHEREOF the Municipality hereto has executed this agreement on the _____ day
of _____, 2016.

THE RURAL MUNICIPALITY OF WEST ST. PAUL

Per: _____
Mayer

Per: _____
Chief Administrative Officer

IN WITNESS WHEREOF the Developer hereto has executed this agreement on the 10 day
of JANUARY, 2016

KLING HOLDING LTD.

Per: _____
President

[Handwritten initials]

Schedule "A"

ALL THAT PORTION OF RL 30, PARISH OF ST. PAUL WHICH LIES EAST OF THE EASTERN LIMIT OF THE LORD SELKIRK HIGHWAY PLAN 3992 WLTO EXC PUBLIC ROAD PLAN 51385 WLTO

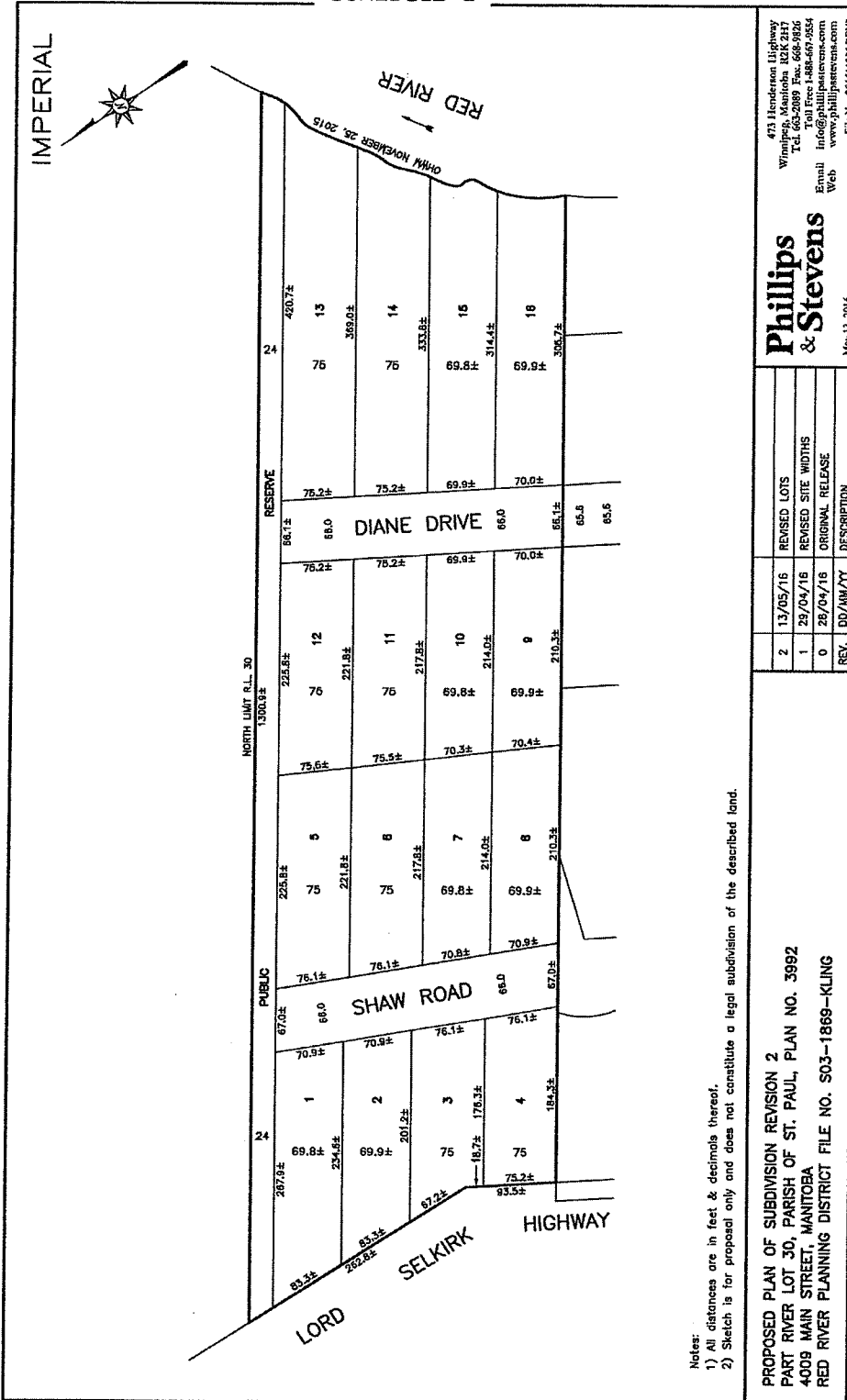
SUBJECT TO A RIGHT-OF-WAY FOR ALL PURPOSES AND AS APPURTENANT TO ALL THAT PORTION OF SAID RL LYING TO THE WEST OF THE WESTERN LIMIT OF SAID MAIN HIGHWAY WHICH LIES EAST OF THE EASTERN LIMIT OF THE RIGHT-OF-WAY OF THE CANADIAN PACIFIC RAILWAY PLAN NO. 379 WLTO OVER AND UPON THE NLY 10 FEET OF THE ABOVE DESCRIBED LAND

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S03-1869

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SCHEDULE 'B'



Notes:
 1) All distances are in feet & decimals thereof.
 2) Sketch is for proposal only and does not constitute a legal subdivision of the described land.

473 Henderson Highway
 Winnipeg, Manitoba R2K 2H7
 Tel. 663-2089 Fax. 668-9826
 Toll Free 1-888-667-5554
 Email info@phillipsstevens.com
 Web www.phillipsstevens.com
 File No. 201511306 REV2
 May 13, 2016

Phillips & Stevens

REV.	DO/MM/YY	DESCRIPTION
2	13/05/16	REVISED LOTS
1	29/04/16	REVISED SITE WIDTHS
0	28/04/16	ORIGINAL RELEASE

PROPOSED PLAN OF SUBDIVISION REVISION 2
 PART RIVER LOT 30, PARISH OF ST. PAUL, PLAN NO. 3992
 4009 MAIN STREET, MANITOBA
 RED RIVER PLANNING DISTRICT FILE NO. S03-1869-KLING

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Handwritten signature/initials.

Schedule "C"

4009 Main Street Opinion of Probable Construction Cost - March 10, 2016

Item	Description	Unit	Approx. Quantity	Unit Price	Amount
A. Main Street Acceleration/Deceleration lanes					
A.1	Sub-Grade Compaction	s.m.	2900	\$ 1.20	\$ 3,480.00
A.2	Crushed Sub-base Material				
a)	Granular A-Base (MIT Spec)	tonne	1350	\$ 24.00	\$ 32,400.00
b)	Granular C-Base (MIT Spec)	tonne	2300	\$ 22.00	\$ 50,600.00
A.3	Grading of Boulevards	s.m.	3600	\$ 2.50	\$ 9,000.00
A.4	Separation Geotextile Fabric	s.m.	2900	\$ 2.25	\$ 6,525.00
A.5	Common Excavation – Suitable Site Material	c.m.	1925	\$ 8.00	\$ 15,400.00
A.6	Fill Material				
a)	Placing Suitable Site Material	c.m.	1925	\$ 5.75	\$ 11,068.75
A.7	Ditch Grading	s.m.	600	\$ 7.50	\$ 4,500.00
A.8	Construction of Asphaltic Concrete Pavement				
a)	Main Line Paving				
i)	Type IA	tonne	400	\$ 105.00	\$ 42,000.00
b)	Tie-Ins and Approaches				
i)	Type IA	tonne	60	\$ 140.00	\$ 8,400.00
A.9	Topsoil and Hydroseeding	s.m.	3600	\$ 9.00	\$ 32,400.00
A.10	Reflective Crack Maintenance	m	65	\$ 3.50	\$ 227.50
Subtotal A					\$ 216,001.25
B. Wastewater Sewer					
B.1	Wastewater Sewer				
a)	250mm	m	187	\$ 540.00	\$ 100,980.00
i)	Class B Sand Bedding, Class 4 backfill				
B.2	Manhole				
a)	SD-010				
i)	1200mm diameter base	v.m.	7.2	\$ 2,200.00	\$ 15,840.00
B.3	Wastewater Sewer Service				
a)	150mm				
i)	Class B Sand Bedding, Class 2 backfill	m	76	\$ 300.00	\$ 22,800.00
ii)	Class B Sand Bedding, Class 4 backfill	m	85	\$ 270.00	\$ 22,950.00
B.4	Connection to Ex manhole				
a)	250mm	each	1	\$ 2,000.00	\$ 2,000.00
B.5	Connection to Ex sewer				
a)	250mm	each	1	\$ 2,000.00	\$ 2,000.00
B.6	Televising	m	187	\$ 15.00	\$ 2,805.00
Subtotal B					\$ 169,375.00

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C. Land Drainage Sewer					
C.1	Land Drainage Sewer				
a)	375mm	m	59	\$ 525.00	\$ 30,975.00
i)	Class B Sand Bedding, Class 4 backfill				
C.2	Manhole				
a)	SD-010D	v.m.	6.7	\$ 3,000.00	\$ 20,100.00
i)	1200mm diameter base				
C.3	Inlet CB	each	1	\$ 4,000.00	\$ 4,000.00
C.4	Televising	m	59	\$ 15.00	\$ 885.00
Subtotal C					\$ 55,960.00
D. Development Surface Works					
D.1	Subgrade compaction	s.m.	1850	\$ 1.20	\$ 2,220.00
D.2	Base Course	c.m.	130	\$ 65.00	\$ 8,450.00
D.3	sub base course	tonne	285	\$ 26.00	\$ 7,410.00
D.4	150mm concrete pavement	s.m.	1400	\$ 120.00	\$ 168,000.00
D.5	road excavation	lump sum	1	\$ 5,000.00	\$ 5,000.00
D.6	ditch excavation	lump sum	1	\$ 7,500.00	\$ 7,500.00
D.7	topsoil stripping	s.m.	29500	\$ 3.00	\$ 88,500.00
D.8	site grading	s.m.	24000	\$ 5.00	\$ 120,000.00
Subtotal D					\$ 407,080.00

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Schedule "D"

FORM OF LETTER OF CREDIT

Date of Issue (to be inserted)
IRREVOCABLE STANDBY LETTER OF CREDIT

(name of financial institution)
(Insert address)

(applicant)
(address)

BENEFICIARY
The Rural Municipality of West St. Paul
3550 Main Street
West St. Paul, MB R4A 5A3

DATE: (insert date)
AMOUNT: (insert amount)

We hereby authorize you to draw on (insert name of financial institution and address) for the account of
up to an aggregate amount of (insert amount), available by drafts at sign drawn
on ourselves.

Pursuant to the request of the customer, the said, we (insert name and address
of financial institution) hereby establish and give to you an irrevocable standby letter of credit in your favor in the
total amount of (insert amount), which may be drawn on by you at any time and from time to time upon written
demand for payment made upon us by you which demand we shall honor without enquiring whether you have a
right as between yourself and our said customer to make such demand, and without recognizing any claim of our
said customer.

The amount of this standby letter of credit shall be reduced from time to time as advised by notice in writing given
to us from time to time by you.

This standby letter of credit shall be automatically extended without amendment for a period of one year from the
present expiry date, and so on, from year to year unless the Rural Municipality of West St. Paul receives in writing,,
by registered mail, 30 days prior to the present expiry date or any extended expiry date, notice that the
Bank/Financial Institution elects not to consider the Letter of Credit renewed for any such additional period.

Partial drawings are allowed.

Drafts drawn under this standby letter of credit are to state on their face that they are drawn under (insert name
of financial institution and address), standby letter of credit no. (insert number) dated (insert date).

This standby letter of credit is subject to the uniform customs and practice for documentary credits (1993 Revision,
International Chamber of Commerce, Paris, France, Publication No. 500 [Financial Institution to confirm current
revision]).

Signing Officer

Authorized Signing Officer

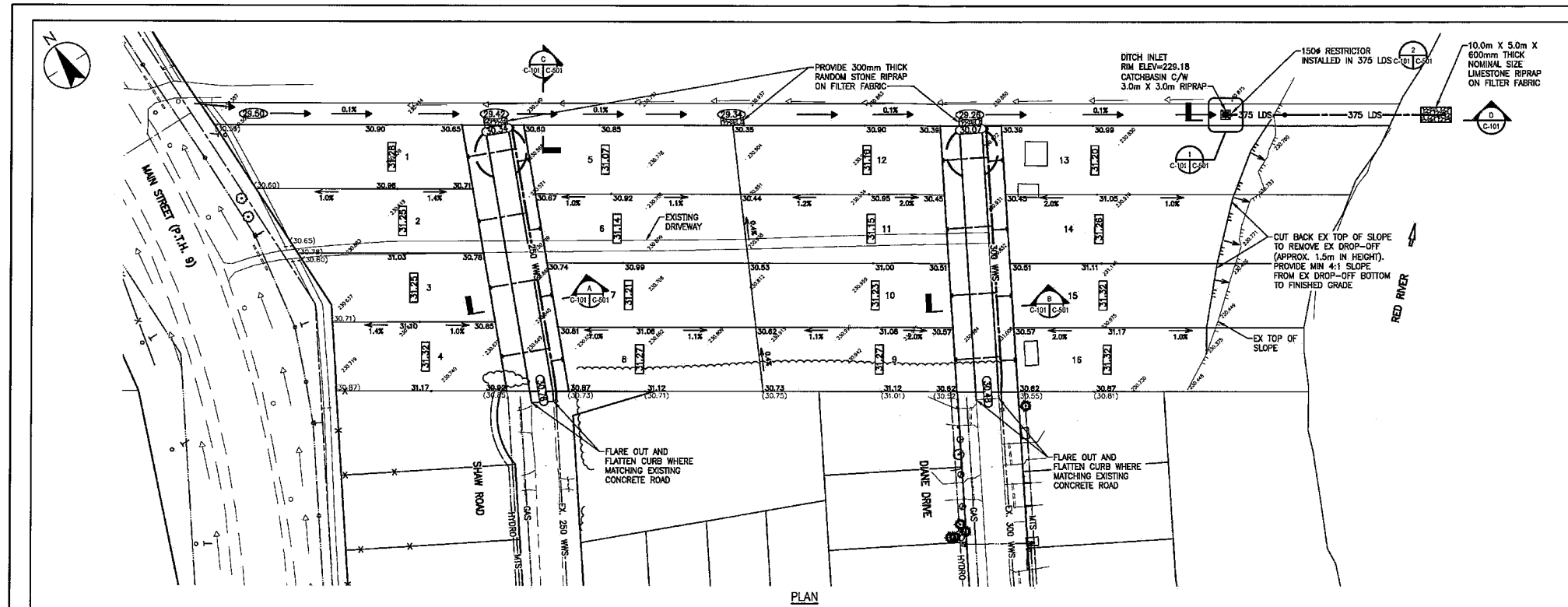
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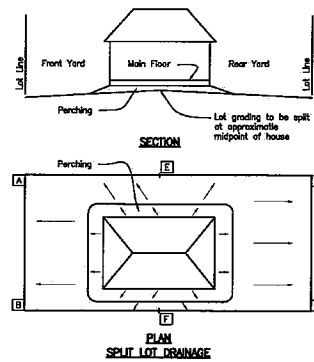
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Schedule "E"

CONSTRUCTION DRAWINGS



PLAN
1:750



LEGEND

A & B Front corner lot grade elevations
C & D Rear corner lot grade elevations
E & F Typical side lot grade elevations
 Grading slope direction

WARNING

IF POWER EQUIPMENT OR EXPLOSIVES ARE TO BE USED FOR EXCAVATION ON THIS PROJECT THE CONTRACTOR MUST:

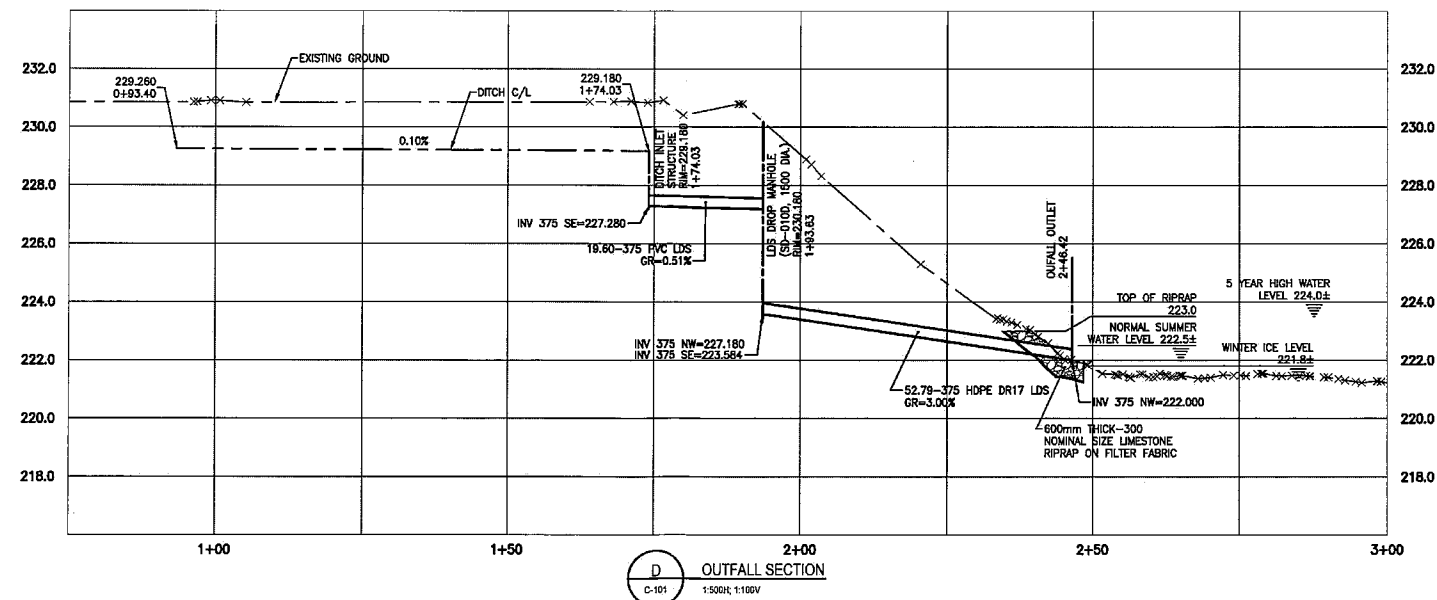
- 1) NOTIFY THE GAS COMPANY OF THE PROPOSED LOCATION OF EXCAVATION.
- 2) TAKE PRECAUTION TO AVOID DAMAGE TO GAS COMPANY INSTALLATIONS.

SEE PROVINCIAL REGULATION 140/92 FOR DETAILS

METRIC

WHOLE NUMBERS INDICATE MILLIMETRES
 DECIMALIZED NUMBERS INDICATE METRES

Handwritten notes:
 2/4
 Bolynuf
 ASH



D
 C-101
 1:500H, 1:100V



Stantec Consulting Ltd.
 Suite 500, 311 Portage Avenue
 Winnipeg MB Canada R2B 2B9
 Tel. 204.489.5900 Fax. 204.453.9012
 www.stantec.com

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Legend

EXISTING	LEGEND-PROFILE	PROPOSED
	WASTEWATER SEWER	
	EXISTING GROUND	
	LAND DRAINAGE SEWER	
	CULVERT	
	GAS	
	HYDRO	
	M.T.S.	
	GRAVEL	
	PROPERTY LINE	
	EASEMENT	
	SURVEY BAR	
	DITCH	
	SIGN	
	HYDRO POLE	
	GUY WIRE	
	M.T.S. PEDESTAL	
	HYDRO PEDESTAL	
	CHAINLINK FENCE	

Notes

1. CONTRACTOR TO VERIFY LOCATION, SIZE AND TYPE OF ALL EXISTING BURIED UTILITIES PRIOR TO CONSTRUCTION AND NOTIFY ENGINEER OF ANY DISCREPANCIES.
2. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE CITY OF WINNIPEG STANDARD CONSTRUCTION SPECIFICATIONS.
3. CLASS 2 BACKFILL REQUIRED FOR ALL EXCAVATIONS WITHIN 1.0m OF ANY EXISTING OR PROPOSED ROADS, APPROACHES, SIDEWALKS AND OTHER PAVED SURFACES.
4. SEE DWG. C-501 FOR STORM WATER DISCHARGE CRITERIA.
5. INSITU MATERIAL TO BE USED FOR ROUGH GRADING.

**PRELIMINARY
 NOT FOR CONSTRUCTION**

Revision	By	Appd.	TT:MM/DD
5			
4			
3			
2			
1			
B FOR CLIENT REVIEW	R.S.	R.S.	14.05.27
A FOR CLIENT REVIEW	R.S.	R.S.	14.03.07
ISSUED			
Rev Name: 177/RC-101	W.A.	R.S.	R.S.
	Des.	Chkd.	Dgn.
			TT:MM/DD

Permit/Seal

Client/Project
 KLING HOLDING LTD.

4009 MAIN STREET SUBDIVISION

West St. Paul, MB, Canada

Title
 GENERAL LAYOUT
 AND LOT GRADE PLAN

Project No. 11121710 Scale 1:750
 Drawing No. Sheet Revision

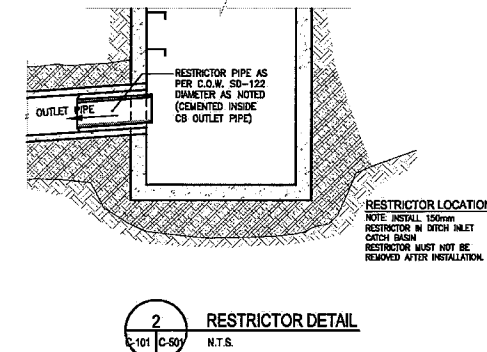
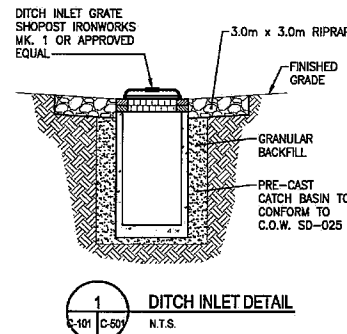
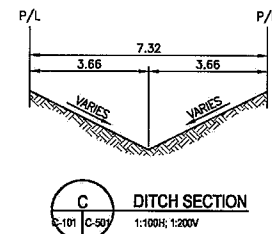
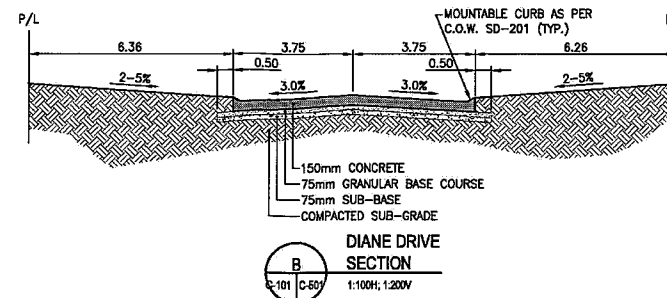
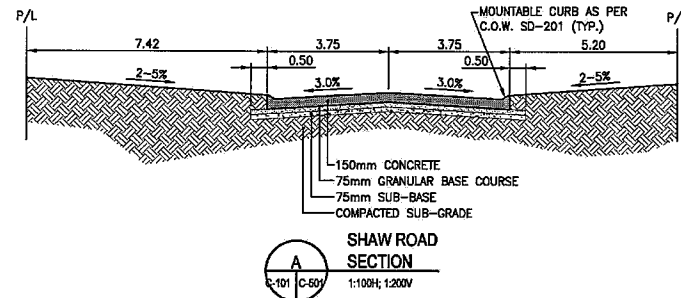
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Stantec Consulting Ltd.
 Suite 500, 311 Portage Avenue
 Winnipeg MB Canada R3B 2B9
 Tel. 204.489.5900 Fax. 204.453.9012
 www.stantec.com

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Legend



STORM WATER DISCHARGE CRITERIA

1. ALLOWABLE DISCHARGE DETERMINED BY THE RATIONAL METHOD

Surface	Area (ha)	C	CA	% IMP
Non-contributing		0.00	0.000	0%
Controlled Roof		0.20	0.000	100%
Grass	3.044	0.20	0.609	0%
Gravel	0.113	0.70	0.079	50%
Sloped Roof	0.012	0.90	0.011	100%
Paved		0.95	0.000	100%
Catchment Total	3.170	0.22	0.699	2%

$C_{avg} = 0.22$
 $T_c = 30 \text{ min}$
 $i_s = 1199((1+8)^{0.0125})$
 $= 59 \text{ mm/hr}$
 $A = 3.170 \text{ ha}$
 $Q_{PRE} = 0.115 \text{ m}^3/\text{s}$

2. SITE RUNOFF UNRESTRICTED

Surface	Area (ha)	C	CA	% IMP
Non-contributing		0.00	0.000	0%
Controlled Roof		0.20	0.000	100%
Grass	0.480	0.20	0.096	0%
Gravel		0.70	0.000	50%
Sloped Roof	0.041	0.90	0.037	100%
Paved		0.95	0.000	100%
Catchment Total	0.521	0.26	0.133	8%

$C = 0.26$
 $T_c = 20 \text{ min}$
 $i_s = 1842((1+9)^{0.0125})$
 $= 108 \text{ mm/hr}$
 $A = 0.521 \text{ ha}$
 $Q_{POST(25)} = 0.040 \text{ m}^3/\text{s}$

3. SITE RUNOFF RESTRICTED

Surface	Area (ha)	C	CA	% IMP
Non-contributing		0.00	0.000	0%
Controlled Roof		0.20	0.000	100%
Grass	1.916	0.20	0.383	0%
Gravel		0.70	0.000	50%
Sloped Roof	0.359	0.90	0.323	100%
Paved		0.373	0.95	100%
Catchment Total	2.649	0.40	1.061	28%

$C = 0.40$
 $T_c = 30 \text{ min}$
 $i_s = 1842((1+9)^{0.0125})$
 $= 84 \text{ mm/hr}$
 $A = 2.649 \text{ ha}$
 $Q_{POST(25)} = 0.248 \text{ m}^3/\text{s}$

4. RESTRICTED SITE DISCHARGE

RESTRICTOR DIAMETER = 0.150 m
 RESTRICTOR INVERT = 27.39 m
 HWL₂₅ = 29.98 m
 TAILWATER = 24.00 m
 HYDRAULIC HEAD = 2.51 m
 DISCHARGE COEFFICIENT = 0.80
 $Q_{MAX} = 0.074 \text{ m}^3/\text{s}$

5. TOTAL SITE DISCHARGE

$Q_{25 \text{ UNRESTRICTED}} = 0.040 \text{ m}^3/\text{s}$
 $Q_{25 \text{ RESTRICTED}} = 0.074 \text{ m}^3/\text{s}$
 $Q_{25 \text{ SITE}} = 0.114 \text{ m}^3/\text{s}$
 $Q_{ALLOWED} = 0.115 \text{ m}^3/\text{s}$

6. SWMM MODEL SUMMARY PREDEVELOPMENT

SURFACE CATCHMENT 3.170 ha
 % IMPERVIOUS 2%
 PEAK RUNOFF 0.115 m³/s
 RUNOFF VOLUME 909 m³

7. SWMM MODEL SUMMARY POSTDEVELOPMENT

UNRESTRICTED AREA 0.521 ha
 SURFACE CATCHMENT 8%
 PEAK RUNOFF 0.040 m³/s
 RUNOFF VOLUME 185 m³

RESTRICTED AREA SURFACE CATCHMENT 2.649 ha
 % IMPERVIOUS 28%
 PEAK RUNOFF 0.248 m³/s
 RUNOFF VOLUME 1097 m³

8. STORAGE REQUIREMENT

REQUIRED STORAGE_{25YR} 470 m³

STAGE STORAGE TABLE

Surface		
ELEV. (m)	AREA (m ²)	VOL. (m ³)
29.18	1	0
29.28	116	4
29.38	258	22
29.48	433	57
29.58	620	109
29.68	777	179
29.78	918	263
29.88	1049	362
29.98	1175	473

RIM LEVEL = 29.18 m
 HWL₂₅ = 29.98 m
 DEPTH = 0.80 m
 25 YR. VOL. 470 m³

9. SUMMARY

PREDEVELOPMENT
 RUNOFF VOLUME 909 m³
 PEAK RUNOFF 0.115 m³/s
 POSTDEVELOPMENT
 RUNOFF VOLUME 1282 m³
 PEAK RUNOFF 0.040 m³/s
 UNRESTRICTED 0.074 m³/s
 RESTRICTED 0.114 m³/s
 TOTAL 0.114 m³/s

Notes

- CONTRACTOR TO VERIFY LOCATION, SIZE AND TYPE OF ALL EXISTING BURIED UTILITIES PRIOR TO CONSTRUCTION AND NOTIFY ENGINEER OF ANY DISCREPANCIES.
- ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE CITY OF WINNIPEG STANDARD CONSTRUCTION SPECIFICATIONS.
- CLASS 2 BACKFILL REQUIRED FOR ALL EXCAVATIONS WITHIN 1.0m OF ANY EXISTING OR PROPOSED ROADS, APPROACHES, SIDEWALKS AND OTHER PAVED SURFACES.

PRELIMINARY NOT FOR CONSTRUCTION

Revision	By	Appd.	DATE
5			
4			
3			
2			
1			

File Name:	W.A.	R.S.	R.S.	DATE
17170c-501	Dwn.	Chkd.	Dgn.	16.02.02

Permit-Seal

Client/Project
 KLING HOLDING LTD.

4009 MAIN STREET SUBDIVISION

West St. Paul, MB, Canada

Title
 SECTIONS AND DETAILS

Project No. 111217170 Scale AS NOTED

Drawing No. C-501 Sheet 1 of 5 Revision 0

V:\11170c\111717170\0000.dwg
 2011/02/16 10:48 AM By: [Name]
 ORIGINAL SHEET: SD-01 -Y426

WARNING

IF POWER EQUIPMENT OR EXPLOSIVES ARE TO BE USED FOR EXCAVATION ON THIS PROJECT THE CONTRACTOR MUST:
 1) NOTIFY THE GAS COMPANY OF THE PROPOSED LOCATION OF EXCAVATION.
 2) TAKE PRECAUTION TO AVOID DAMAGE TO GAS COMPANY INSTALLATIONS.
 SEE PROVINCIAL REGULATION 140/92 FOR DETAILS

METRIC

WHOLE NUMBERS INDICATE MILLIMETRES
 DECIMALIZED NUMBERS INDICATE METRES

Handwritten notes:
 2/c
 Bobyns
 RBM



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 Suite 500, 311 Portage Avenue
 Winnipeg MB Canada R3B 2B9
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 www.stantec.com

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Legend

EXISTING	LEGEND-PROFILE	PROPOSED
---x---x---	WASTEWATER SEWER	---x---x---
---	EXISTING GROUND	---
---	C/L ROAD	---
---	C/L WEST DITCH	---
---	C/L EAST DITCH	---

EXISTING	LEGEND-PLAN	PROPOSED
⊙	VALVE	⊙
---	WASTEWATER SEWER	---
---	CULVERT	---
---	GAS	---
---	HYDRO	---
---	M.T.S.	---
---	GRAVEL	---
---	PROPERTY LINE	---
---	EASEMENT	---
---	SURVEY BAR	---
←	DITCH	←
○	SIGN	○
○	HYDRO POLE	○
---	GUY WIRE	---
⊕	MTS PEDESTAL	⊕
---	HYDRO PEDESTAL	---
---	CHAIN LINK FENCE	---

Notes

- NOTES:**
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 - SERVICES UNDER PROPOSED ROADWAY TO BE INSTALLED BY TRENCHLESS METHODS.

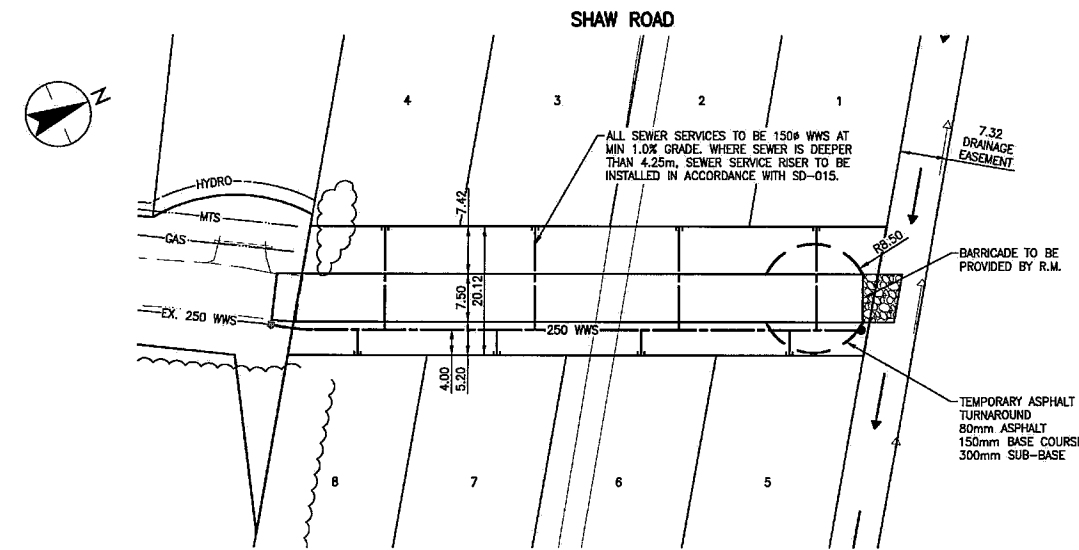
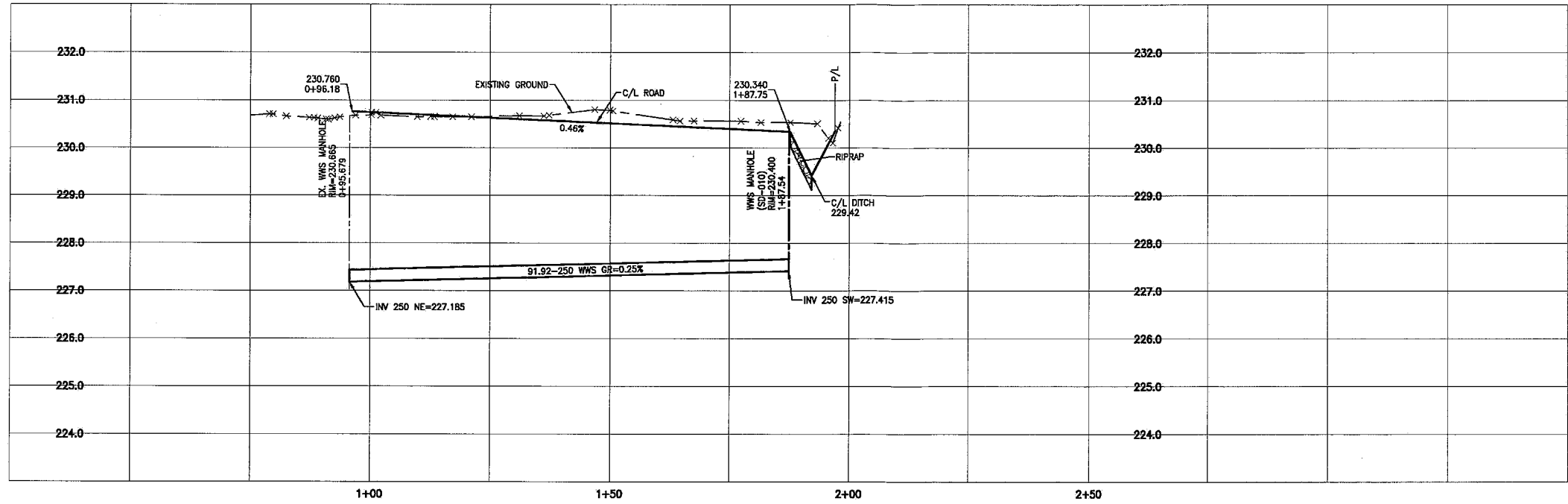
**PRELIMINARY
NOT FOR CONSTRUCTION**

Revision	By	Appd.	TYAMUDD
5			
4			
3			
2			
1			
E			
D			
C			
B	FOR CLIENT REVIEW	R.S.	R.S. 17/05/27
A	FOR CLIENT REVIEW	R.S.	R.S. 14/02/07
ISSUED		By	Appd. TYAMUDD
Re Name:	1717c-201	W.A.	R.S. R.S. 14/02/12
		Desn.	Chkd. Degr. TYAMUDD

Permit-Seal

Client/Project
 KLING HOLDING LTD.
 4009 MAIN STREET SUBDIVISION
 West St. Paul, MB, Canada
 Title
 SHAW STREET EXTENSION

Project No. 111217170	Scale 1:500H 1:50V	Sheet 3 of 5	Revision 0
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WARNING

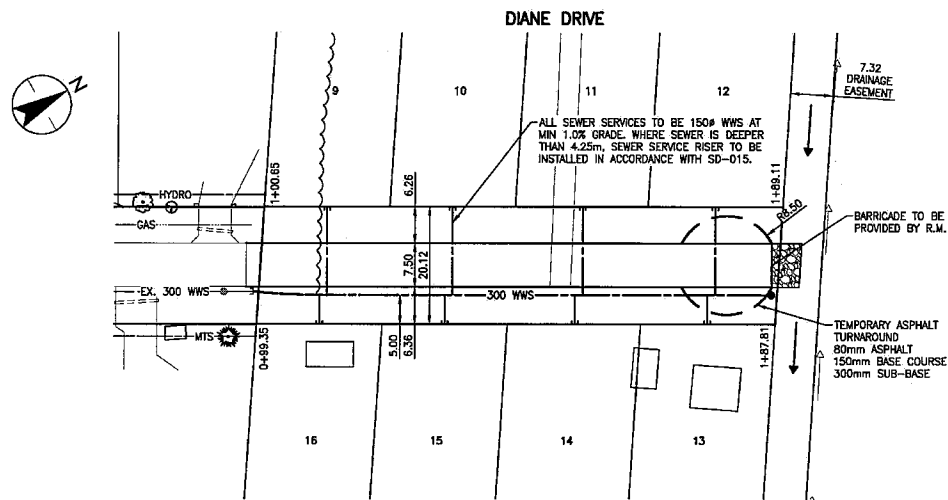
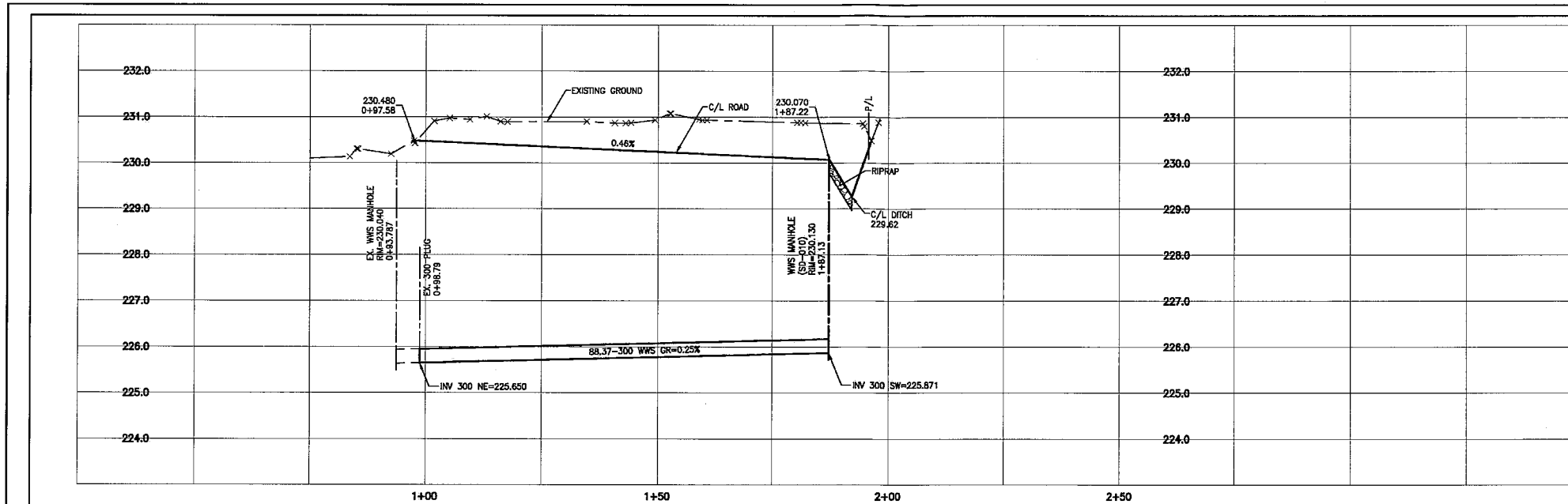
IF POWER EQUIPMENT OR EXPLOSIVES ARE TO BE USED FOR EXCAVATION ON THIS PROJECT THE CONTRACTOR MUST:
 1) NOTIFY THE GAS COMPANY OF THE PROPOSED LOCATION OF EXCAVATION.
 2) TAKE PRECAUTION TO AVOID DAMAGE TO GAS COMPANY INSTALLATIONS.
 SEE PROVINCIAL REGULATION 140/92 FOR DETAILS

METRIC

WHOLE NUMBERS INDICATE MILLIMETRES
 DECIMALIZED NUMBERS INDICATE METRES

V:\1717c\shaw\111217170\000_schematic\0002_prel\1717c-201.dwg 17/05/27
 20/08/07 2:25 PM BY: Administrator
 ORIGINAL SIZE: 30 A1 - 1742

Handwritten notes:
 WC
 Bobmyf



- NOTES:**
- CONTRACTOR TO VERIFY LOCATION, SIZE AND TYPE OF ALL EXISTING BURIED UTILITIES PRIOR TO CONSTRUCTION AND NOTIFY ENGINEER OF ANY DISCREPANCIES.
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WARNING

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 1) NOTIFY THE GAS COMPANY OF THE PROPOSED LOCATION OF EXCAVATION.
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 SEE PROVINCIAL REGULATION 140/92 FOR DETAILS

METRIC

WHOLE NUMBERS INDICATE MILLIMETRES
 DECIMALIZED NUMBERS INDICATE METRES

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 ORIGINAL SHEET: SD-A1 - 1/24M

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 WK
 Bobmy
 B/A



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Legend

EXISTING	LEGEND-PROFILE	PROPOSED
— 250 WWS —	WASTEWATER SEWER	— 250 WWS —
— X — X —	EXISTING GROUND	
	C/L ROAD	— — — —
	C/L WEST DITCH	- - - - -
	C/L EAST DITCH	- - - - -

EXISTING	LEGEND-PLAN	PROPOSED
⊙	VALVE	⊙
— 250 WWS —	WASTEWATER SEWER	— 250 WWS —
▭	CULVERT	
— — — —	GAS	
— — — —	HYDRO	
— — — —	M.T.S.	
— — — —	GRAVEL	
— — — —	PROPERTY LINE	
— — — —	EASEMENT	
⊕	SURVEY BAR	
←	DITCH	←
⊙	SIGN	
+	HYDRO POLE	
— —	CLUT WIRE	
⊕	M.T.S. PEDESTAL	
⊕	HYDRO PEDESTAL	
— + —	CHAINLINK FENCE	

Notes

**PRELIMINARY
 NOT FOR CONSTRUCTION**

Revision	By	Appd.	TYJML/D
3			
4			
3			
2			
1			
B FOR CLIENT REVIEW	R.S.	R.S.	1666/27
A FOR CLIENT REVIEW	R.S.	R.S.	1666/27
ISSUED	By	Appd.	TYJML/D
File Name: 171702-201	W.A.	R.S.	R.S.
	Dwn.	Chd.	Dgn.

Permit/Seal

Client/Project
 KLING HOLDING LTD.

4009 MAIN STREET SUBDIVISION

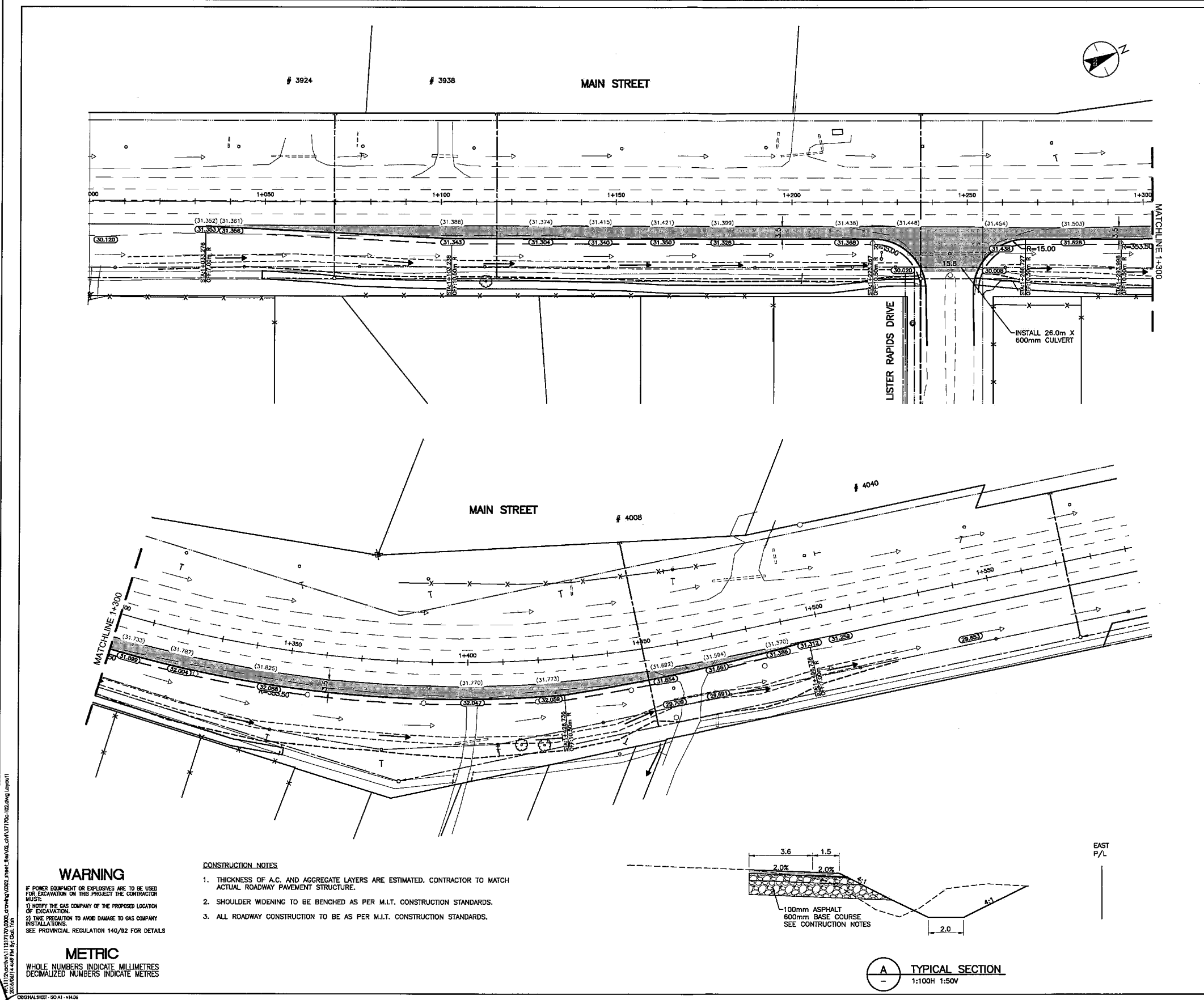
West St. Paul, MB, Canada

Title
 DIANE DRIVE EXTENSION

Project No. 111217170	Scale 1:500H 1:500V	Sheet C-202	Revision 0
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4 of 5

Schedule E.1



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Legend

EXISTING	LEGEND-PLAN	PROPOSED
⊙	VALVE	⊙
— 250 WWS	WASTEWATER SEWER	— 250 WWS
—	CULVERT	—
—	GAS	—
—	HYDRO	—
—	M.T.S.	—
—	GRAVEL	—
—	PROPERTY LINE	—
—	EASEMENT	—
+	SURVEY BAR	+
←	DITCH	←
○	SIGN	○
○	HYDRO POLE	○
—	GLY WIRE	—
⊕	M.TS PEDESTAL	⊕
⊕	HYDRO PEDESTAL	⊕
—	CHAINLINK FENCE	—

Notes

PRELIMINARY
 NOT FOR CONSTRUCTION

Revision	By	Appd.	YY/MM/DD
5			
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A			
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C			
D			
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Z			

Permit-Seal

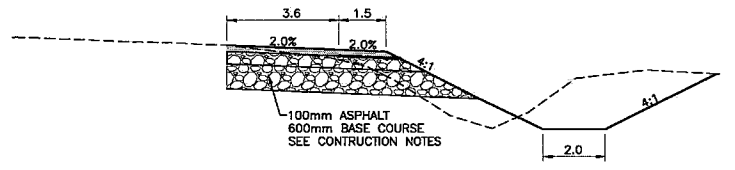
Client/Project
 KLING HOLDING LTD.
 4009 MAIN STREET SUBDIVISION
 West St. Paul, MB, Canada

Title
 MAIN STREET ACEL & DECEL LANES
 AT LISTER RAPIDS DRIVE

Project No.	Scale	
11121710	1:500	
Drawing No.	Sheet	Revision
C-102	2 of 4	0

WARNING
 IF POWER EQUIPMENT OR EXPLOSIVES ARE TO BE USED
 FOR EXCAVATION ON THIS PROJECT THE CONTRACTOR
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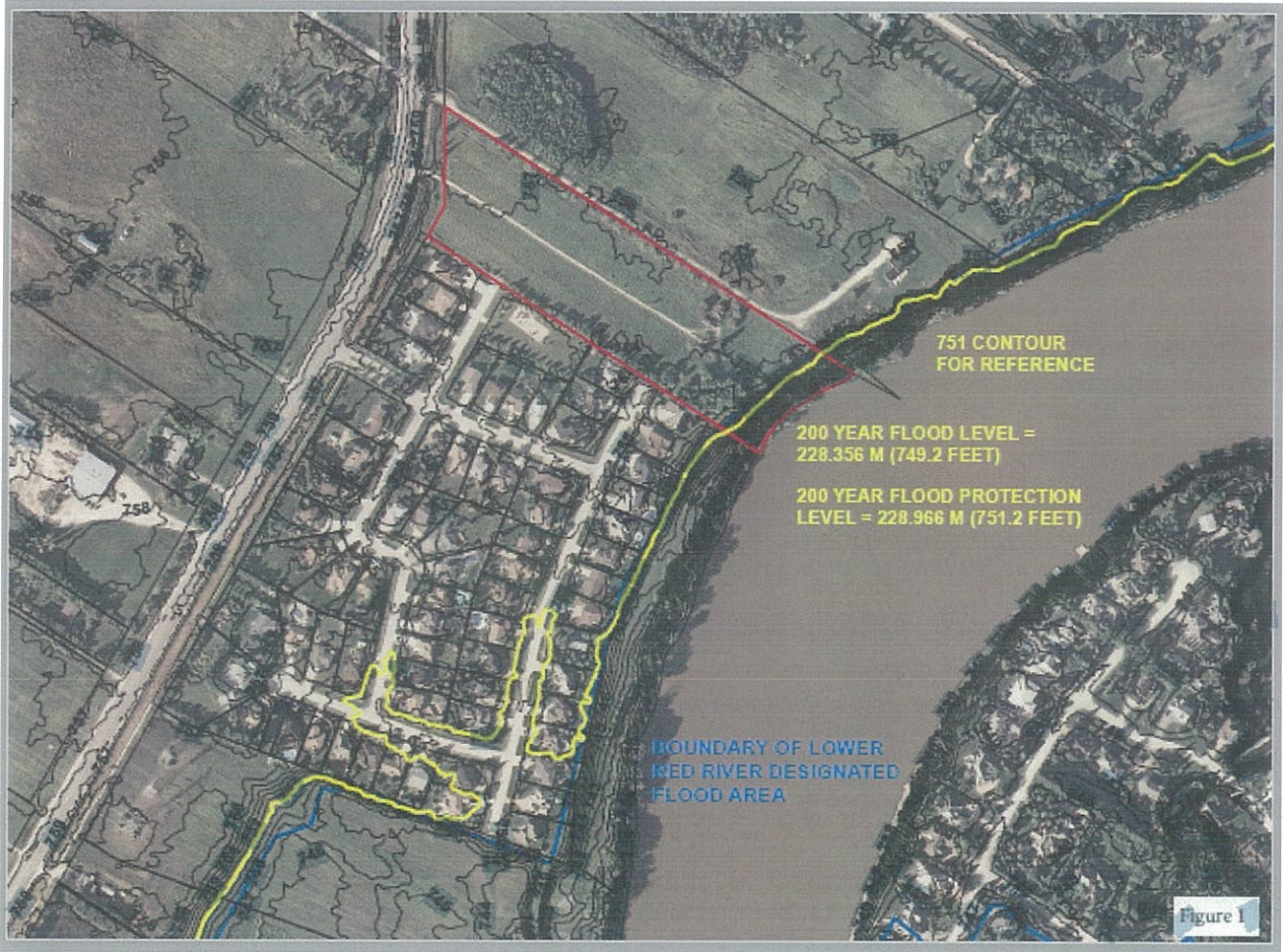
- CONSTRUCTION NOTES**
- THICKNESS OF A.C. AND AGGREGATE LAYERS ARE ESTIMATED. CONTRACTOR TO MATCH ACTUAL ROADWAY PAVEMENT STRUCTURE.
 - SHOULDER WIDENING TO BE BENCHMARKED AS PER M.I.T. CONSTRUCTION STANDARDS.
 - ALL ROADWAY CONSTRUCTION TO BE AS PER M.I.T. CONSTRUCTION STANDARDS.



TYPICAL SECTION
 1:100H 1:50V

Handwritten notes:
 Wc
 Bostyns
 AS

Schedule "F" FLOOD PROOFING



2/4

BobmyB

BSH

Schedule "G" RIVERBANK STABILIZATION

A 30 metre Offset for any construction or building from the Existing Top of Bank is recommended as per the attached diagram from the Geotechnical Riverbank Stability Review prepared by Stantec.

With a 30 Meter Offset, Stantec is not recommending any additional riverbank stabilization measures with the exception of minor bank regrading.

A copy of this report will be made available to each purchaser of a Lot on the river, but this information is being provided without any responsibility on the part of Stantec, the Municipality, or the Developer.

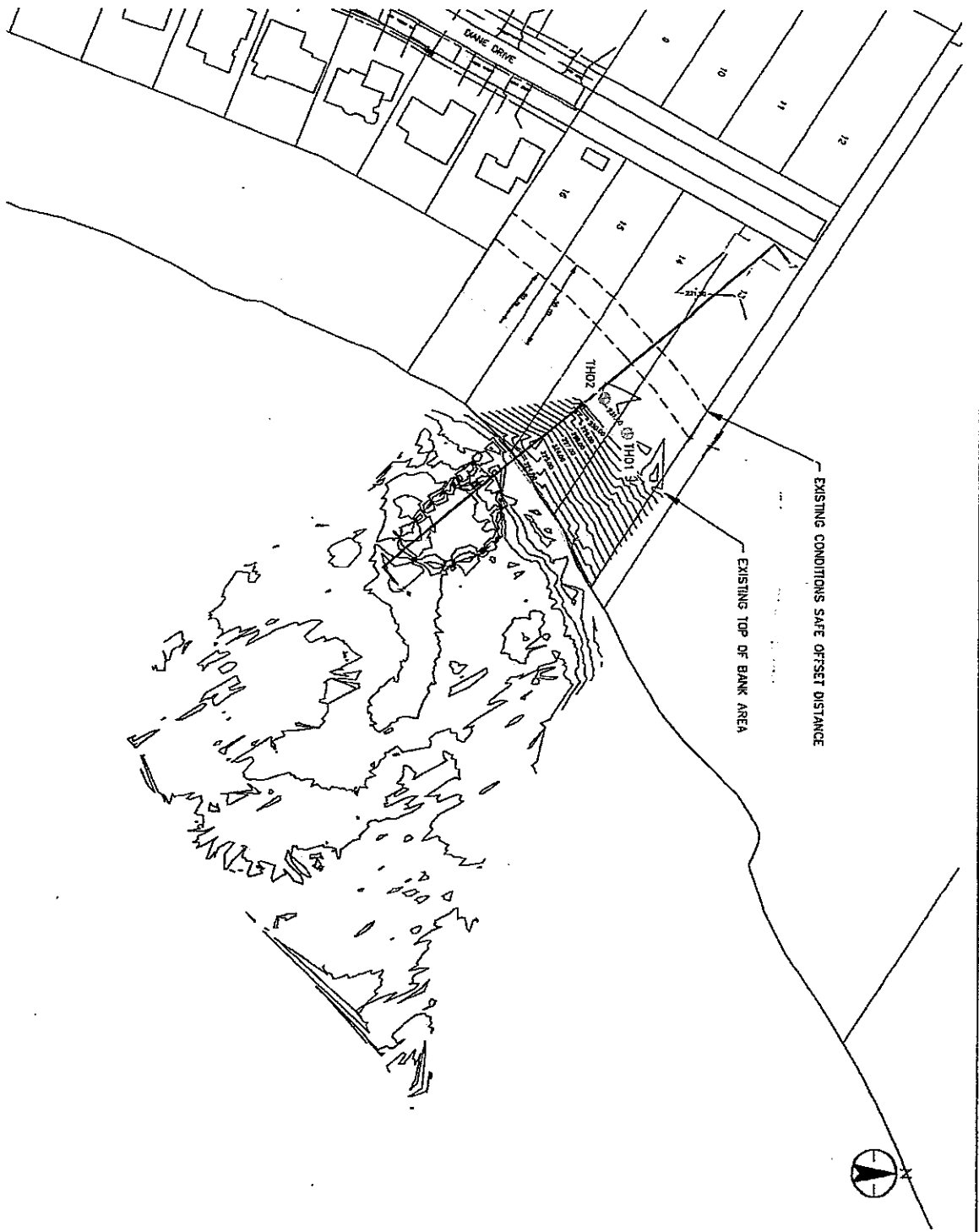
2k

Bohmer

FBK

Y:\1237\04-61\1231\231\6300_dwg\topo\303L_model\Rev(02)_c-1\1231-topo_C-102.dwg C-102
 23/6/2010 10:21 PM By: Ron Schaefer

ORIGINAL SHEET: 30.1417-VI.DWG



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 5445 St. J. Patrick Avenue
 Winnipeg, MB Canada R2H 2P9
 Tel: 204.481.2500 Fax: 204.481.2012
 www.stantec.com

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Client/Job:

Legend
 (S) TRENCH
 --- EXISTING TOP OF BANK
 --- EXISTING TOP OF BANK

North

NO.	DESCRIPTION	DATE	BY	CHKD.	APP.
1	ISSUED FOR PERMITTING	11/11/10	RS	RS	RS
2	REVISED	11/11/10	RS	RS	RS
3	REVISED	11/11/10	RS	RS	RS
4	REVISED	11/11/10	RS	RS	RS
5	REVISED	11/11/10	RS	RS	RS
6	REVISED	11/11/10	RS	RS	RS
7	REVISED	11/11/10	RS	RS	RS
8	REVISED	11/11/10	RS	RS	RS
9	REVISED	11/11/10	RS	RS	RS
10	REVISED	11/11/10	RS	RS	RS
11	REVISED	11/11/10	RS	RS	RS
12	REVISED	11/11/10	RS	RS	RS
13	REVISED	11/11/10	RS	RS	RS
14	REVISED	11/11/10	RS	RS	RS
15	REVISED	11/11/10	RS	RS	RS
16	REVISED	11/11/10	RS	RS	RS
17	REVISED	11/11/10	RS	RS	RS
18	REVISED	11/11/10	RS	RS	RS
19	REVISED	11/11/10	RS	RS	RS
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48	REVISED	11/11/10	RS	RS	RS
49	REVISED	11/11/10	RS	RS	RS
50	REVISED	11/11/10	RS	RS	RS

Client/Project:
 KING HOLDING LTD.
 GEOTECHNICAL RIVERBANK
 STABILITY REVIEW
 R.A. OF WHEATFIELD, M3

716
 PROPOSED DEVELOPMENT
 SITE PLAN

Project No. 1231231
 Scale 5:1
 Drawing No. Sheet 2 of 3
 Revision 0

2/10

Bohyn

S03-1869

Handwritten signature

Schedule "H"

HYDRO AND STREETLIGHTING PLAN

As per Clause 72 the parties acknowledge and agree that the Plan for Hydro as per Schedule "H" has not been completed and the Developer will insert whatever Plan is approved by Manitoba Hydro.



Bolynyß



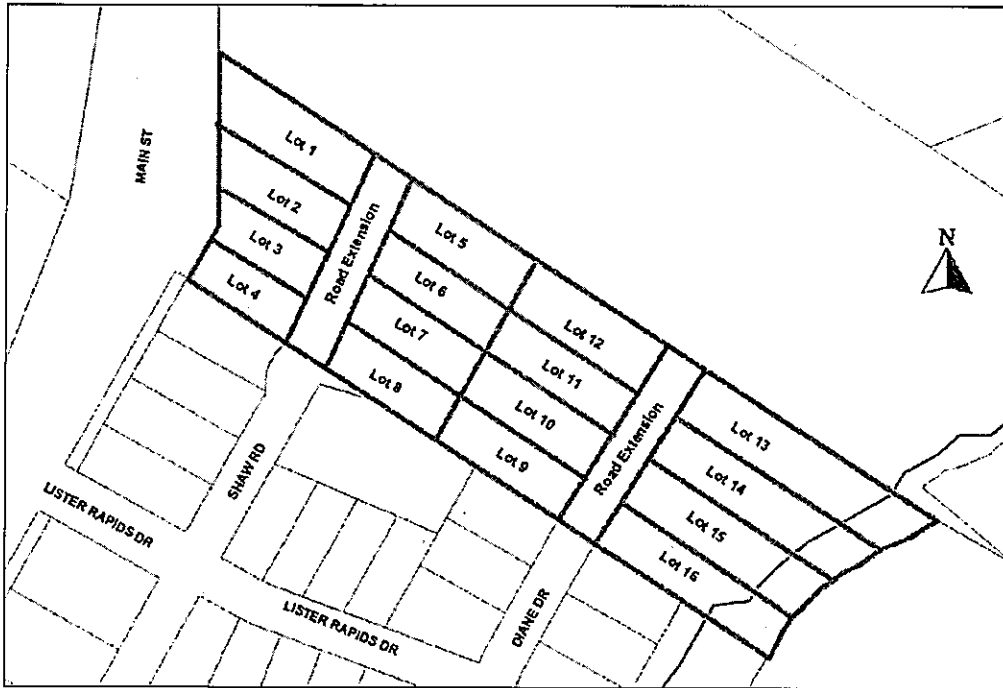
S03-1869

Schedule "I"

CIVIC ADDRESSES

- Lot 1 – 44 Shaw Road
- Lot 2 – 38 Shaw Road
- Lot 3 – 32 Shaw Road
- Lot 4 – 26 Shaw Road
- Lot 5 – 45 Shaw Road
- Lot 6 – 39 Shaw Road
- Lot 7 – 33 Shaw Road
- Lot 8 – 27 Shaw Road

- Lot 9 – 196 Diane Dr.
- Lot 10 – 202 Diane Dr.
- Lot 11 – 208 Diane Dr.
- Lot 12 – 214 Diane Dr.
- Lot 13 – 215 Diane Dr.
- Lot 14 – 209 Diane Dr.
- Lot 15 – 203 Diane Dr.
- Lot 16 – 197 Diane Dr.



Handwritten signature

Handwritten signature

Bolynoff

S03-1869

Schedule "J"
FENCING DETAIL

Fence detail and location to be provided to RM for review and approval prior to installation.

✓

BB

Bolynß

S03-1869

Schedule "K"

LIST OF ACCEPTABLE TREES

The following species of large trees are recommended for planting in boulevards, and as street trees in the R.M. of West St. Paul:

- | | |
|--|-------------------------|
| Acer Saccharinum | Silver Maple |
| Fraxinus Pennsylvanica | Green Ash |
| Fraxinus Pennsylvanica 'Patmore' | Patmore Green Ash |
| Fraxinus Pennsylvanica 'Rugby' | Prairie Spire Green Ash |
| Fraxinus Nigra x F. Mandshurica 'Northern Gem' | Northern Gem Ash |
| Quercus Macrocarpa | Bur Oak |
| Tilia Americana | Basswood |
| Ulmus Americana | American Elm |

Other medium-sized trees may also be acceptable, given the right aspect and location. In the event that the Developer proposes to plant trees other than the list of trees provided herein, the Municipality must provide approval.

Handwritten initials: YC

Handwritten signature: BobmyB

Handwritten signature: [Signature]

Schedule "L"

DEVELOPER ENFORCED ARCHITECTURAL GUIDELINES AND APPROVAL

1. Purpose of the Guidelines

The purpose of these Guidelines is to ensure a well co-ordinated and completed development that will be consistent with the standard and design reflecting a natural extension of the Lister Rapids Park neighborhood. No Construction is permitted on any Lot until the Developer has issued a "Letter of Approval" in accordance the requirements of this Schedule "K" and section 39 of this Agreement. All Construction must then be in complete compliance with the Plans approved by the Developer.

2. Approval Process

Prior to the Lot Owner submitting an application for a building permit to the Municipality, the Lot Owner must submit to the Developer one set of drawings, including:

- a. Floor plans;
- b. Elevations showing exterior material, finish and colour;
- c. Site plan showing location of dwelling, finish grade, driveways and fences; and
- d. Additional material reasonably required by the Developer (collectively, the "Plans")

The Developer may grant approval or reject the Plans or may recommend changes required to meet the terms and conditions of these Guidelines. The Developer may in its sole and absolute discretion waive in whole or in part any guideline and in like manner shall be entitled to waive any and all similar provisions with respect to other Lots in the subdivision. A "Letter of Approval" in the format attached to this Schedule will be provided by the Developer upon its approval of the Plans.

3. Compliance Deposit

A Compliance Deposit will be paid by the Lot Owner and held in trust by the Developer as specified in the Lot Purchase Agreement. All or a portion of the Compliance Deposit may without limitation and at the sole discretion of the Developer be used to pay for compliance with these Guidelines, specific repairs to municipal infrastructure if caused by Lot Owner or its Builders, debris removal from Roads and other clean-up that can be attributed to the Lot Owner or Builder's negligence or damage. Any liability under this section shall only include items specifically attributable to the Lot Owner or its Builders on the Lot.

Upon completion of Construction, the Lot Owner or Builder will notify the Developer, at which time a final inspection will be carried out to confirm compliance. All seasonal work such as landscaping must be completed prior to this final inspection. Once any noted deficiencies have been remedied or corrected a final inspection approval will be provided along with refund of the Compliance Deposit. Any portion of the Compliance Deposit that is not refunded will be noted along with the reason for the retention by the Developer.

4. Guidelines

The minimum size or area of the house must be 1400 square feet for a Bungalow, 1950 square feet for a Split Level and 1950 Square Feet for a Two Storey. Basements are not included in these area calculations. Each house must include a minimum double attached garage.

MC

Bobyns

RSB

Set backs and yard requirements must be in accordance with the Municipality's Zoning and Building By-Laws.

Exterior materials should be higher quality with brick or stone encouraged for at least 20% of the house façade.

Color schemes are encouraged to be tasteful with reasonable contrast.

Driveways must be constructed in a manner designated by the Municipality in accordance with Clause 29 of this Agreement. The sides of the Driveways must be appropriately sodded and landscaped to be aesthetically pleasing and consistent. All Driveways must be fully paved with concrete or interlocking pavers or asphalt.

Lots grading must be in accordance with Municipality's lot grading plans and the water drainage plans provided in Schedule "E" to this Agreement. Each Lot must be graded to handle all storm water falling within its property lines without draining onto adjacent Lots.

Accessory buildings must be constructed of the same materials and colour scheme and approximate roof pitch as the house in accordance with Municipality's Zoning and Building By-Laws for such buildings. Prefabricated metal or vinyl construction will not be allowed. Accessory buildings must be located in the rear yards.

All fencing must comply with Municipality Zoning and Building By-laws. No Fencing is permitted in the front yard of any Lot.

Landscaping (grading, sodding and planting or trees and shrubs on the yard) must be completed within 36 months of the transfer of title to the Lot Owner. Extensions will be allowed in extenuating circumstances.

All building sites are to be kept safe and orderly during construction with all garbage stored in appropriate storage containers during the construction period in accordance with requirements of this agreement. Work hours must also be in compliance with the Municipality's By-Laws.

5. Developers Liability

The Developer shall not be responsible to the Municipality or any Lot Owner for the manner in which it exercises its discretion in the application of these guidelines, including any perceived failure to enforce compliance with these provisions with respect to other Lots in the subdivision.

"Letter of Approval"

LOT OWNER: _____

DATE: _____

CONTACT: _____

RE: LOT # _____

ADDRESS: _____

BLOCK _____

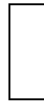
TELEPHONE: _____

MC

Bobynuf

ATTACHMENTS:

Site Plan (showing all house & lot dimensions, driveway & any Developer fencing)



House Elevations



(Front, Sides & Rear elevations)

HOUSE TYPE:

Total Square Footage (above ground excluding garage and basement area):

SITING:

Lot width (FF)

House Width:

Front

Left Side

Right Side

Setback

Yard:

Yard:

COLOURS AND MATERIALS:

	Material	Colour
Predominant Material		
Secondary Material		
Masonry/Stone		
Trim		
Window Units		
Other		
Gutters & Downspouts		
Fascia & Soffits		
Front Door		
O.H. Garage Door(s)		
Roof Shingles		
Stucco Finish Type	body:	details:

Developer Approval:

Handwritten signature

Bobyn

Handwritten signature

Schedule "M"

MUNICIPAL FEES, LEVIES AND DEPOSITS

i)	Clause 19	-Administrative Deposit	<u>\$20,000</u>
		Sub-Total	\$20,000
ii)	Clause 20	-Capital Levy	\$78,400
iii)		-Recreation and Greenspace Levy	\$19,200
iv)		-Office Administration Levy	\$ 6,400
v)		-Sewer Utility Replacement Levy	\$40,000
vi)		-Water Meters	<u>\$ 9,600</u>
		Sub-Total	\$153,600
vii)	Clause 47	-Public Reserve Dedication	\$ n/a
viii)	Clause 48-	-Outside Planned Area Dedication	<u>\$ 16,000</u>
		TOTAL	\$189,600

First Installment Payment	\$104,800
Second Installment Payment	<u>\$ 84,800</u>
TOTAL	\$189,600

MUNICIPAL REQUIREMENTS:

- i) Clause 7 - Letter of Credit (50% of Construction Costs) \$ 424,200.00
- ii) Clause 21 - 5 Million Insurance

YC

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