

DEVELOPMENT AGREEMENT AG 8/12

[The City of Winnipeg Charter, Sections 259(1) and 268(1)]

Riel Community

Council Approval: November 14, 2012 as amended January 30, 2013

BETWEEN:

THE CITY OF WINNIPEG

- and -

THE MANITOBA HOUSING AND RENEWAL CORPORATION

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THIS AGREEMENT made in duplicate effective January 30, 2013 BETWEEN:

THE CITY OF WINNIPEG
("City")

OF THE FIRST PART,

- and -

THE MANITOBA HOUSING AND RENEWAL CORPORATION
duly registered to carry on business in Manitoba
("Developer")

OF THE SECOND PART.

WHEREAS:

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

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

1. Definitions

Unless the context otherwise requires, where used herein:

- a) "Developer-Owned Land" means all the land within the Planned Area owned by the Developer or in which a beneficial interest is held by the Developer, its successors, assigns, purchasers, or nominees at any time during the term of this Agreement;
- b) "Director of Public Works", "Director of Water and Waste", "Director of Planning, Property and Development", and "City Solicitor" mean the Director of Public Works, Director of Water and Waste, Director of Planning, Property and Development, and City Solicitor of the City for the time being or such other persons designated by them;
- c) "Letter of Credit" means a Letter of Credit in the form shown as Schedule "F" hereto, issued by a bank licensed to carry on business in Canada, or, at the option of the City Solicitor, some other security which, in the opinion of the City Solicitor, provides equivalent immediate

Developer's Initials: BB

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- cash protection and which may include but is not limited to a Letter of Credit by an institution other than a bank;
- d) "Planned Area" means all the land described in Schedule "A" and outlined on the plan of subdivision attached as Schedules "B-1 and B-2" hereto;
 - e) "Privately Owned Land" means all the land other than City-Owned or Developer-Owned land benefiting from services installed to serve the Planned Area; and
 - f) "Substantial Performance" means Substantial Performance as certified by a professional engineer having delivered a Certificate of Substantial Performance in accordance with The Builders' Liens Act (Manitoba).

2. Contract Documents

The Agreement comprises the following:

- a) The main body consisting of 14 pages;
- b) Schedule "A" – legal description of the Planned Area;
- c) Schedule "B-1" and Schedule "B-2" – plans of subdivision outlining the Planned Area;
- d) Schedule "C" - special terms regarding the installation of municipal services and fee payments;
- e) Schedule "D" – construction, installation and maintenance specifications;
- f) Schedule "E" – conceptual servicing drawing for the Planned Area;
- g) Schedule "F" – form of Letter of Credit; and
- h) Any written variation of, or amendment or addition to, this Agreement or any of the Schedules, signed by the Developer and by or on behalf of the Director of Public Works or the Director of Water and Waste or the Director of Planning, Property and Development, all of which are and shall be binding upon the parties hereto as fully and to the same extent as if set out herein.

3. Subdivision and Zoning

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

4. General Instructions

- a) No development, including excavation, landscaping improvements and parkland development, shall take place within or to serve the Planned Area without application to and

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the approval of the Director of Public Works and the Director of Water and Waste and the Director of Planning, Property and Development.

- b) Before commencing any work, the Developer shall familiarize itself with all the relevant City designs and specifications, and agrees that all materials and workmanship installed or carried out by the Developer shall conform to the requirements of this Agreement, including the documents described in the Schedules to this Agreement. If there is any conflict between those requirements and the requirements of the Director of Public Works, the Director of Water and Waste, or the Director of Planning, Property and Development under this Agreement, those Directors' requirements shall apply.
- c) The Developer shall grant to the Director of Public Works and the Director of Water and Waste and their delegates free and uninterrupted access to any and all parts of the Planned Area for the purpose of making inspections and taking samples of materials used in the services being installed. If any material, design or installation does not conform to this Agreement or to the requirements of the Director of Public Works, the Director of Water and Waste, or the Director of Planning, Property and Development, the applicable Director(s) may stop any further work and order the removal and replacement of unsatisfactory works.

5. Taxes

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

6. Approvals for City-Shared Services

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

7. Controls Over Installation of Municipal Services and Landscaping

- a) The Developer shall not proceed with the installation of any of the improvements, municipal services or landscaping within or to serve the Planned Area until:
 - i) the relevant plan(s) of subdivision has/have been approved by the City and registered in the Land Titles Office, unless the commencement of such installation prior to registration is approved by the Director of Planning, Property and Development, the Director of Public Works, and the Director of Water and Waste, and a release and indemnity is provided by the Developer in a form satisfactory to the City Solicitor; and

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- ii) detailed engineering drawings of and specifications for the municipal services and improvements to be constructed to serve the Planned Area have been approved by the City.
 - b) The Developer shall not proceed with the landscaping improvements within road allowances to serve the Planned Area until drawings of and specifications for the landscaping improvements have been released for construction or approved of by the Director of Public Works.
 - c) The Developer agrees that where any of the improvements, municipal services and/or works provided for in this Agreement will be installed across lands owned by the Developer or private owners, the Developer shall, at its sole cost and expense, at the request of the City, obtain and provide the City with easements in a form satisfactory to the City Solicitor, to enable the City to access said lands to service, repair and maintain such improvements, municipal services or works.
8. Privately Owned Lands
- a) Where privately owned lands benefit from any improvement(s) to be provided by the Developer, the City agrees to, upon written request by the Developer, endeavour to pass (a) local improvement by-law(s) in respect of those lands for said improvement.
 - b) If the City passes (a) local improvement by-law(s) to levy taxes against the privately owned lands described in a) above, then, upon completion of the improvement(s) or within a reasonable time following Council's approval of capital funds for the improvement(s), the City shall pay the Developer the lesser of the cost to the Developer of improving privately owned lands and the amount calculated on the basis of the City's local improvement rate prevailing upon construction completion.
 - c) Where the Council does not pass (a) local improvement by-law(s), the Developer agrees, notwithstanding any petition(s) against the proposed by-law(s), to install the improvement at its cost, and the City agrees to endeavour, within its powers, not to allow the owner of the privately owned lands to utilize the improvement unless and until the owner has paid its proportionate share of the cost of any such improvement, which the City further agrees to pay to the Developer.
 - d) The Developer agrees not to petition against, or sign or support any petition against, any local improvement to be installed under the provisions of this Agreement.
 - e) The Developer acknowledges that in voting on any local improvement by-law, each Councillor must vote as he or she sees fit and that the City cannot assure the Developer that City Council will pass a Local Improvement By-law.

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9. Planned and Orderly Development

- a) In order to ensure an orderly development, the Developer agrees:
- i) to install wastewater sewers, land drainage sewers, and watermains required to service the Planned Area, in an orderly sequence as directed by the Director of Water and Waste; and
 - ii) after installing the wastewater sewers, land drainage sewers and watermains, to install the street pavements, lane pavements, sidewalks, signage and lighting required to service the Planned Area, in an orderly sequence as directed by the Director of Public Works.
- b) Before applying for a building permit for a single-family or two-family lot, the Developer shall complete the sewer and water connections from the street to the property line of such lot to the satisfaction of the Director of Water and Waste.
- c) Until the Developer has installed pavement in accordance with this Agreement, the Developer shall be responsible, at its own expense, for gravelling and maintaining in a passable and usable condition each street within the Planned Area to be used as an access road or upon which buildings are being constructed. The Director of Public Works shall be the sole judge as to whether a street is in passable or usable condition. Nothing contained in this subparagraph shall affect the obligation of the Developer to pave the streets as provided in this Agreement, and nothing shall obligate the City to provide snow clearance for any unpaved street being used as an access road.
- d) The Developer shall not permit occupancy of any building erected on any lot in the Planned Area until:
- i) such building and lot have been serviced with wastewater sewer, land drainage sewer, and water, to the satisfaction of the Director of Water and Waste; and
 - ii) the street on which such lot is located has been surfaced, to the satisfaction of the Director of Public Works.
- e) Ornamental street lighting and permanent street signs shall be ordered by the Developer for installation within three months of completion of the pavement of, or occupancy of any building on, any street, whichever shall occur first. If the Developer is unable to arrange for the timely installation of ornamental street lights, no lot or building within the Planned Area shall be occupied until temporary lighting satisfactory to the Director of Public Works, has been installed on the street on which it fronts, and until the Developer has provided the Director of Public Works with written evidence satisfactory to the City, that it has concluded arrangements for the installation of a permanent system of ornamental street lights for that street.

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10. Insurance

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

11. Letters of Credit

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

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at its discretion, complete, repair, maintain and/or operate such works for the purpose of completing as far as possible, the development of the Planned Area as contemplated by this Agreement, and the City shall have the right to enter upon and use any lands within the Planned Area. The extent of the work to be done by the City and the time within which it shall be completed shall be at the sole discretion of the City.

12. Tidiness

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

13. Remedies Cumulative and Not Alternative

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

14. Maintenance and Indemnities

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

- a) that subject to any other provision of this Agreement or the Schedules attached hereto, the Developer shall maintain all municipal services, works or improvements installed by the Developer pursuant to the terms of this Agreement in good operating condition for a period of one year from the date of Substantial Performance or as may otherwise be provided in Schedule "C", and any Letter(s) of Credit posted by the Developer shall provide for all such guarantees and warranties of maintenance;
- b) during the term of this Agreement, to indemnify and save harmless the City from and against all public liability, property damage claims and personal damage claims arising in respect of the construction, installation, or manner or method of construction or installation of any improvement, service or work to be constructed by the Developer, or in respect of any defect therein or caused thereby, together with all costs, charges and expenses arising by reason of or in connection with any such claims. The Developer hereby agrees to procure and maintain, at its own expense, or if the City consents, to cause any contractor installing any

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such improvement, work or service, to procure and maintain at its own expense, a policy of public liability and property damage insurance in an amount satisfactory to the City, and to furnish to the City a copy of such policy, showing loss payable thereunder to the Developer, the contractor and the City, as their respective interests may appear.

15. General Indemnity by the Developer

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

16. Performance by the City

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

17. Extensions

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

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18. Term of the Agreement

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

19. Arbitration Procedure

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

Should arbitration under this Agreement become necessary, then such arbitration shall be conducted subject to the provisions of The Arbitration Act (Manitoba), as amended from time to time. In the event that the parties are unable to agree upon a sole arbitrator, if the first two named arbitrators are unable to agree on the third arbitrator, either may apply to any judge of the Court of Queen's Bench in Manitoba, upon ten days' notice in writing to the other arbitrator, and said judge shall appoint a third arbitrator. In the event that one of the parties to this Agreement refuses or neglects to appoint its arbitrator within 30 days of the appointment of the other's arbitrator and serves written notice upon the other party requiring an appointment to be made under the terms hereof, then the arbitrator first appointed shall, after the expiry of the said 30 day period, at the request of the appointing party, act as the sole arbitrator as if appointed by all parties for the purpose. The award or determination made by the arbitrator or majority of the arbitrators (including the appointment and awarding of costs of the arbitration) shall be final and binding upon the parties hereto and their respective successors and assigns.

20. Authority and Capacity to Contract

- a) This Agreement shall be of no force or effect until, if required by the City Solicitor, the Developer has delivered to the City Solicitor, in a form satisfactory to the City Solicitor, such certified copies of Land Titles Office searches or such other documents as may be necessary to satisfy the City Solicitor that the Developer owns the lands to be developed within the Planned Area or has a sufficient interest in them or is otherwise in a position to effectively deal with them.
- b) The Developer agrees for itself and its successors and assigns, that it will not in any way, attempt to impeach the validity of this Agreement or any part hereof, or challenge or attempt

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to impeach the capacity of the City to enter into this Agreement and all the provisions herein contained, provided that nothing herein shall prevent either party hereto from litigating their respective rights under this Agreement subject to the provisions in this paragraph. In the event that, notwithstanding the provisions of this paragraph, any provision of this Agreement shall be found by a court of competent jurisdiction to be void, invalid or unenforceable, it shall be severable from the rest of the Agreement, and the rest and remaining portion of the Agreement shall be valid and shall remain in full force and effect.

21. Default by the Developer

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

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

22. General Provisions

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

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d) Any notice required to be given by either of the parties, except where otherwise specifically provided, shall be deemed to have been legally delivered if:

i) Delivered personally to the City at:

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

Attention: Director of Legal Services and City Solicitor

Delivered personally to the Developer at:

THE MANITOBA HOUSING AND RENEWAL CORPORATION
200-352 Donald Street
Winnipeg, Manitoba R3B 2H8

Attention: Comptroller, Financial Management

or

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

City: 204 947 9155
Developer: 204 945 0284

or

iii) Sent by registered mail to the City or to the Developer at the above-noted addresses.

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

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

- e) This Agreement shall be read with such changes of number or gender as the context may require.
- f) If the Developer is more than one person or entity, the covenants of the Developer shall be deemed joint and several.
- g) This Agreement shall be interpreted under and is governed by the laws of the Province of Manitoba and of Canada as applicable, and except where provision for arbitration is specifically provided for in this Agreement, is subject to the exclusive jurisdiction of the courts of the Province of Manitoba.

Developer's Initials: BB

City's Initials: [Signature]

- h) Every provision of this Agreement by which the Developer is obligated in any way shall be deemed to include the words "at the expense of the Developer and at no expense to the City" unless the context otherwise requires.
- i) References in this Agreement to any statute or any provision thereof include such statute or provision thereof as amended, revised, re-enacted and/or consolidated from time to time and any successor statute thereto.
- j) This Agreement and the Schedules annexed to and forming a part of this Agreement, set forth all of the covenants, promises, agreements, conditions and understandings between the Developer and the City, and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them other than as set forth in this Agreement. Except as otherwise provided in this Agreement, no subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the Developer or the City unless reduced to writing and signed by both of them. It is further understood and agreed that all of the agreements and provisions contained in this Agreement are to be construed as covenants on the part of the party so agreeing to them.
- k) This Agreement may be executed in any number of counterparts, each of which shall be an original, and all of which, together, shall constitute one and the same instrument.
- l) This Agreement and everything herein contained shall ensure to the benefit of and be binding upon the successors and assigns of the City and the heirs, executors, administrators, successors and assigns of the Developer.
- m) Time shall be of the essence of this Agreement.

23. Payments

Unless otherwise provided in this Agreement:

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

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d) All payments required by this Agreement are subject to Goods and Services Tax (5%).

SIGNED, SEALED AND DELIVERED this 23rd day of December, 2013

BY:

THE CITY OF WINNIPEG

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

AND this 17th day of December, 2013

BY:

THE MANITOBA HOUSING AND RENEWAL CORPORATION

Per (signature): (1) [Signature]

Name (print): (2) BRIAN BROWN
DIRECTOR, FINANCIAL SERVICES

Title (print): (3) _____ (4) affix
corporate seal)

(5) _____
WITNESS (signature):

(6) _____
Name (print):

(7) _____
Address (print):

Per (signature): (1) [Signature]

Name (print): (2) MICHAEL HAIGHT
MANAGER, CORPORATE ACCOUNTING

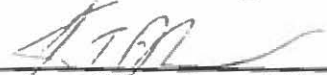
Title (print): (3) _____

*I/We have authority to bind The Manitoba Housing and
Renewal Corporation*


Developer's Initials: BB

[Signature]
City's Initials: [Signature]

CERTIFIED as to engineering details:



Planning, Property and Development Department
Land Development Branch

^{Legal}
APPROVED as to form:
 Dec 19, 2013

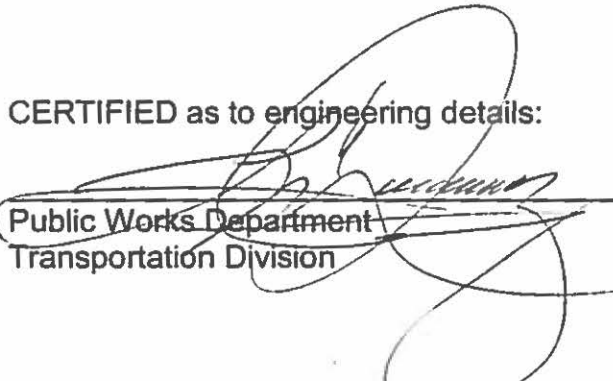
for Director of Legal Services and City Solicitor

CERTIFIED as to engineering details:



Water and Waste Department

CERTIFIED as to engineering details:



Public Works Department
Transportation Division

CERTIFIED as to parks details



Planning, Property and Development Department
Parks, Riverbank Community Initiatives

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Developer's Initials: BB
MR
City's Initials:

AG 8/12
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SCHEDULE "A"

LEGAL DESCRIPTION

The land shown on Schedule "B-1" attached, which is legally described as:

BLOCK 1, LOTS 1, 2 AND 3 BLOCK 2, BLOCKS 3 TO 12, LOTS 1 AND 2 BLOCK 13, BLOCK 14,
LOTS 1 AND 2 BLOCK 15, BLOCKS 16 AND 17, LOTS 1, 2, 3 AND 4 BLOCK 18, BLOCKS 19 AND 20,
PUBLIC RESERVES A, B AND C, AND ALL STREETS AND PUBLIC LANES PLAN (DEPOSIT NO.
072-2013) _____ WLTO
OTM LOTS 3 TO 7 PARISH OF ST. VITAL

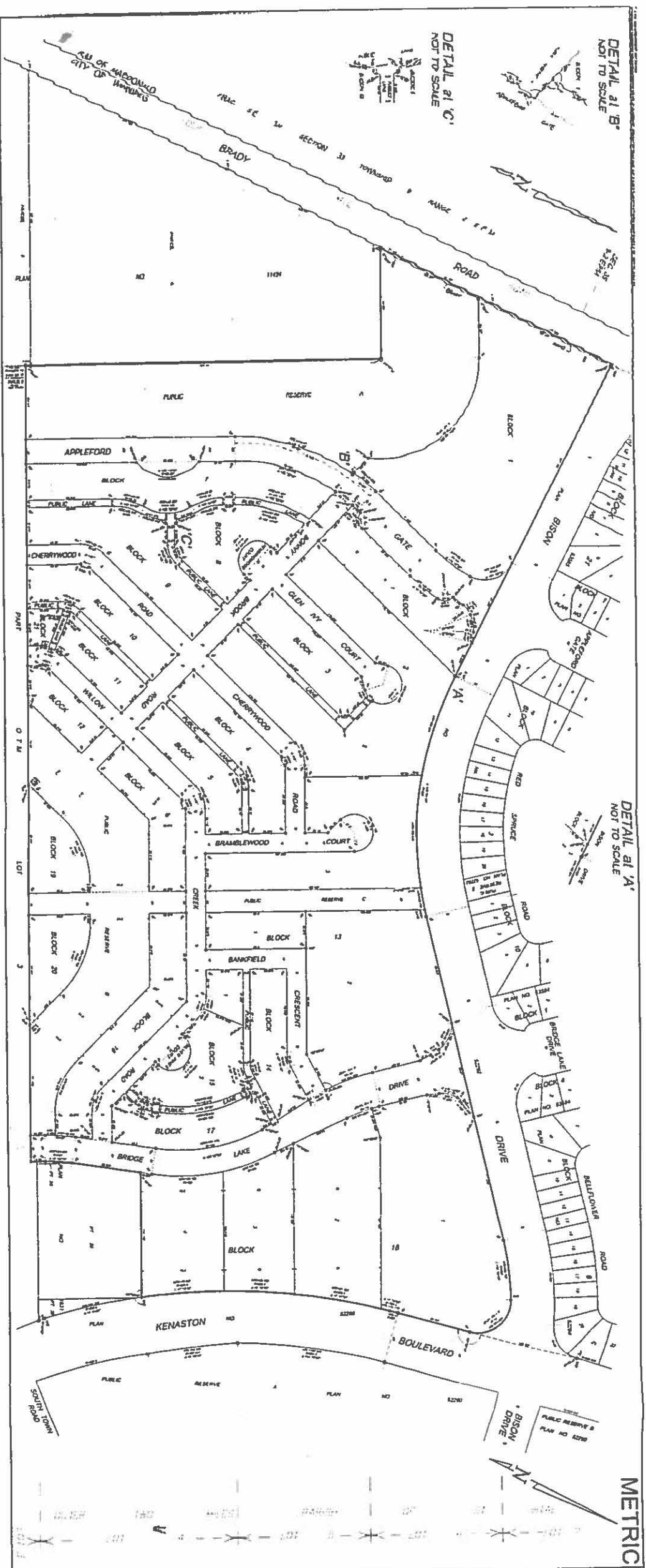
And the land shown on Schedule "B-2" attached, which is legally described as:

LOTS 1, 2, 3 AND 4 BLOCK 1, LOTS 1 AND 2 BLOCK 2, LOTS 1, 2 AND 3 BLOCK 3, BLOCKS 4 TO
13, LOTS 1, 2 AND 3 BLOCK 14, LOTS 1 AND 2 BLOCK 15, BLOCKS 16 TO 39, LOTS 1 AND 2
BLOCK 40, BLOCKS 41 TO 45, LOTS 1, 2, 3, 4 AND 5 BLOCK 46, BLOCKS 47 TO 61, PUBLIC
RESERVES A, B, C, D, E, F, G, H, J, K AND L, AND ALL STREETS AND PUBLIC LANES PLAN
_____ (DEPOSIT NO. 125-2013) WLTO
OTM LOTS 1 TO 4 PARISH OF ST. VITAL
OTM LOTS 122, 123 AND 124 PARISH OF ST. NORBERT AND
GOVERNMENT ROAD ALLOWANCE (CLOSED)

Developer's Initials: BS

City's Initials:

Schedule "B-1"



METRIC

PLAN OF SUBDIVISION
 OF PART OF LOTS 3 TO 7, BOTH INCLUSIVE,
 O. T. K. LOTS 3 TO 7, BOTH INCLUSIVE,
 PARISH OF ST. VITAL
 INCLUDING
 PART OF LOTS 1 TO 7 BOTH INCLUSIVE
 PART OF LOTS 21, 22, 23, 24, 25, 26 AND 30
 ALL OF LOTS 21, 25 AND 27, PLAN NO. 1831
 AND PARCEL A, PLAN NO. _____

CITY OF WINNIPEG
 MANITOBA

SCALE 1:500

NOTES

ATTORNEY

APPROVED

REGISTERED

OWNER

Developer's Initials: RS

City's Initials: DC

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SECTION I – SERVICING1. Wastewater Sewers

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

2. Watermains

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

3. Lot Line Connections

a) The Developer shall, at no expense to the City, construct and install wastewater and water building services from the wastewater sewer and watermain, to service all single-family and two-family lots within the Planned Area, as determined by and to the satisfaction of the Director of Water and Waste.

b) The Developer shall ensure that each sewer service remains plugged from installation until the foundation excavation has been backfilled and the roof of the dwelling has been sheathed, after which the house sewer may be connected. The Developer hereby indemnifies the City against all actions, claims, demands, damages, losses, and costs, including legal and court costs, suffered or incurred by the City arising out of any failure to do so.

c) The Developer shall replace or repair any water or sewer service found to be defective within one year following the date the water is turned on for domestic use, and shall pay the City any cost incurred by the City arising out of any such defect.

4. Stormwater Retention Facilities

a) The Developer shall construct stormwater management facilities within the Planned Area, in accordance with the "Criteria for Stormwater Management" (adopted by City Council on April 25, 2001), to the satisfaction of the Director of Water and Waste.

b) The Developer shall provide, prior to construction, a separate Letter of Credit in the amount of 15% of the construction cost of the basins and associated appurtenances, to the

Developer's Initials: BBCity's Initials: XC

SPECIAL TERMS

satisfaction of the Director of Water and Waste, which separate Letter of Credit will be released to the Developer upon issuance of the Final Acceptance Certificate.

- c) The Developer shall, at no expense to the City, grade, level, and vegetate the public land components of the stormwater retention basin areas in accordance with drawings and specifications approved, prior to installation, by the Director of Water and Waste and the Director of Public Works.
- d) Notwithstanding any other provision of this Agreement regarding a warranty period, the Developer shall be responsible for the maintenance of the retention basin area, including naturalized channels, for five years or until occupancy of 95% of the dwellings on the lots immediately abutting the retention basin, whichever occurs later, all as determined by and to the satisfaction of the Director of Water and Waste.
- e) The Developer shall enter into an easement agreement to caveat all private lots abutting the basins, outlining the special conditions for the maintenance of the vegetated areas at the rear of the private lots.
- f) The Developer shall, at no expense to the City, develop a performance specification for the naturalized stormwater retention basin, to the satisfaction of the Director of Public Works, which assesses the constructed wetlands vegetative condition. The Developer shall also conduct routine vegetation assessments for five years following construction of the basin, to determine whether the wetland vegetation is meeting performance specifications, and shall take appropriate remedial action, where necessary, as determined by the Director of Public Works.
- g) As a condition of issuance of a Final Acceptance Certificate, the Developer shall, at no expense to the City, develop an operation manual for the naturalized stormwater retention basin that will ensure the long-term viability of the wetland by maximizing ecological benefits and minimizing maintenance, to the satisfaction of the Director of Public Works.

5. Land Drainage Sewers

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

Developer's Initials: BB

AA

City's Initials: CC

6. Lot Grading

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

7. Pavement

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

Developer's Initials: BBHACity's Initials: X

8. Bison Drive Improvements

- a) The Developer shall pay to the city, on demand, pay the full cost of constructing, in portland cement concrete pavement, a west bound left-turn storage lane and upstream transition on Bison Drive, at its intersection with the two collector streets, west of Southbound Kenaston, as determined by the Director of Public Works.
- b) The developer shall pay to the city, 50% of the cost of the installation of traffic control signals and all related works including, but not necessarily limited to pedestrian and vehicular actuation and interconnection to adjacent traffic control signals and audible pedestrian signals at the intersection of Bison Drive with Brady Road, as and when determined by the Director of public Works.

9. Sidewalks

- a) The Developer shall, at no expense to the City, construct 1.5-m-wide by 100-mm-thick portland cement concrete sidewalks:
- i) in all streets in the West Neighbourhood 22.0 m or wider;
- (1) on the standard alignment, 0.3 m off the property line, along both sides of the street; and
- (2) within the service islands of the frontage roads;
- ii) in all streets in the West Neighbourhood, other than cul-de-sacs, which are less than 22.0 m wide, at back of curb along one side of the street,

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

- b) The Developer shall construct all sidewalks concurrently with the pavements with which they share the right-of-way.
- c) The City may file appropriate caveats in the Land Titles Office, notifying prospective homeowners of the proposed sidewalk locations.
10. Temporarily Dead-ended Streets

- a) The Developer shall, at no expense to the City, construct a paved cul-de-sac style vehicle turnaround at the terminus of each temporarily dead-ended street within the Planned Area,

Developer's Initials: BB

City's Initials: JC

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SPECIAL TERMS

and provide any rights-of-way or easements necessary to accommodate same, all as determined by and to the satisfaction of the Director of Public Works.

- b) The Developer shall, at no expense to the City, erect and maintain barricades and signage, across the full width of any streets which are temporarily dead-ended due to phasing of development, immediately upon completion of the paving or when house construction has begun, whichever is sooner, as determined by and to the satisfaction of the Director of Public Works.

11. Boulevards, Medians, and Islands

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

12. Vehicular Access

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

Developer's Initials: BS

JK

City's Initials: JC

13. Street-Name Signs

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

14. Development Information Signs

Prior to construction, the Developer shall, at no expense to the City, obtain approval of and install, and subsequently maintain, at the entrances to the Planned Area, development information signs, containing no advertising, and showing the Planned Area, zoning information, a north directional arrow, the location of all proposed sidewalks, public lanes, active transportation facilities, proposed community mail-box sites, parks, land drainage retention facilities, natural tree stands, multi-family sites, collector and arterial streets and southbound Kenaston Boulevard, Bison Drive and Brady Road, all with the approval of, and to the satisfaction of, the Director of Planning, Property and Development.

15. Utilities

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

16. Private Approaches

There shall be no private approaches:

- i) serving single-family or two-family residential development off residential collector streets (i.e., rights-of-way 22.0 m or wider), except where frontage roads are provided;
- ii) serving single-family or two-family residential development off Bison Drive;

Developer's Initials: BB

City's Initials:

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SPECIAL TERMS

- iii) off Kenaston Boulevard;
- iv) off Brady Road.

17. Noise-Attenuation Fence

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

18. Rear Yards from Bison Drive and Kenaston Boulevard

- a) All single-family and two-family residential lots backing onto Bison Drive shall be of sufficient depth to provide a minimum rear yard of 17.5 m, and the Zoning Agreement covering those lots shall stipulate a minimum rear yard of 17.5 m.
- b) All single-family and two-family residential lots backing onto southbound Kenaston Boulevard shall be of sufficient depth to provide a minimum rear yard to achieve the City's Motor Vehicle Noise Policies and Guidelines sound-level limit of 65 dBA in the typical outdoor recreation area of those lots, and the Zoning Agreement covering those lots shall stipulate this minimum rear yard.

19. Litter and Refuse Control and Clean-Up

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

20. Brady Road Surface Works

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

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

Developer's Initials: B/SAACity's Initials: X

Based on the 2012 regional rate, that share is calculated as follows:

i)	Concrete Pavement - 2,954ft. X 323.00 /ft. =	\$ 954,142.00
ii)	Concrete Sidewalk - 2,954ft. X 48.00/ft. =	141,792.00
iii)	Street Lighting - 2,954ft. X 40.00/ft. =	118,160.00
iv)	Landscaping - 2,954ft. X 32.00/ft. =	94,528.00
v)	GST (5%) on items i) to iv) above =	<u>65,431.10</u>
Total		\$1,374,053.10

In lieu of payment, the Developer may provide an equivalent financial commitment to landscaping and recreational improvements to the former Landfill Site #24, to be determined by and to the satisfaction of the Director of Planning, Property and Development and the Director of Public Works.

21. Southbound Kenaston Boulevard Surface Works

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

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

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

22. Traffic Roundabouts

The Developer shall, at no expense to the City, construct the four proposed roundabouts at the four intersections of collector streets, and provide any property required for rights-of-way necessary to accommodate same, all as determined by and to the satisfaction of the Director of Public Works.

23. Pedestrian Bridge Crossing Retention Pond

The Developer shall, at no expense to the City, construct the proposed pedestrian bridge crossing the lineal land drainage retention facilities and all related works, in accordance with drawings and specifications approved by and to the satisfaction of the Director of Public Works.

Developer's Initials: BB

AR

City's Initials: X

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SPECIAL TERMS

The Developer shall ensure that all works are constructed under the supervision of a registered Professional Engineer to the satisfaction of the Director of Public Works.

The Director of Public Works shall appoint a representative to oversee the construction and be responsible for approving any changes proposed by the Developer. The Developer shall ensure that the representative is afforded full access.

The Developer shall, at no expense to the City, correct all defects and deficiencies for a period of two years, or longer periods as may be specified in the Specifications for certain products or work, from the Date of Total Performance, to the satisfaction of the Director of Public Works, acting reasonably.

The Developer shall, at no expense to the City, undertake engineering studies and monitor identified defects and deficiencies when requested by, and to the satisfaction of, the Director of Public Works, acting reasonably.

The Developer shall submit as-built drawings, specifications, shop drawings, and a construction report to the Director of Public Works upon completion of the works.

24. Public Reserves

- a) The parties agree that, in calculating public reserve dedication:
 - i) 50% credit shall be given for the area of linear public reserves that parallel the retention ponds; and
 - ii) 50% credit shall be given for the area of public reserve within the control zone adjacent to Landfill Site #24.
- b) If the city deems that the provision for irrigation or water service to the public reserve is not required, the Developer shall provide compensation in the form of site amenities of an equivalent value, as determined by, and to the satisfaction of the Director of Public Works.
- c) The Developer shall, at no expense to the City, landscape the public reserve to a standard consistent with the level of development established in the Bridgwater Forest Development under Development Agreement AG 1/06 and addenda, all in accordance with drawings and specifications provided by the Developer and approved, prior to the issuance of a development permit, by the Director of Planning, Property and Development. The scope of landscaping shall include, at a minimum, asphalt paths, tree and shrub plantings, site furnishings, play equipment, and the development of at least one athletic field.
- d) The Developer shall, at no expense to the city, erect continuous fencing for properties backing onto public reserve, or where trails and play equipment is anticipated to be within 10

Developer's Initials: BBTRCity's Initials: CE

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feet of residential property line, and permit the City to file a caveat against the title of each such lot, requiring the owner(s) to maintain and/or repair and/or replace the fence as originally constructed, to the satisfaction of the Director of Public Works and the Director of Planning, Property, and Development.

- e) Within each phase of development of the Planned Area, the Developer shall commence construction of the public reserve lands by the time build out has reached 80% and shall complete it prior to 100% build out, unless (with respect to commencing or completing or both) an extension of time has been previously approved by the Director of Public Works.
- f) The Developer shall assume responsibility for all public reserve sites until they are developed and Final Acceptance has been approved by the Director of Public Works.
- g) The Developer shall, at no expense to the City, maintain the public reserve improvements for a period of two years in accordance with specifications approved by the Director of Public Works. The City also reserves the right to impose longer maintenance terms for amenities and features that the Director of Public Works deems to be beyond their standard scope of development.
- h) The Developer shall, prior to the release of securities for public reserve improvements, submit as-built drawings and obtain acceptance of the improvements as complete by the Director of Public Works.

25. Public Walkways in Rear Yards of Visitable Housing

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

- i) ensure that all walkways provide a minimum 3.0-m-wide hard surface clear path of travel;
- ii) construct all walkways to a standard that supports heavy equipment;
- iii) ensure that all walkways are unencumbered by any land drainage infrastructure (e.g. manholes, catch basins or drainage swales);
- iv) provide for bench/sitting nodes along the length of the walkways, the design of which shall be in accordance with Universal Design standards except that spacing may be extended to approximately 300-400 m on-centre or as deemed appropriate by the City's Universal Design Coordinator;
- v) provide sod and, if possible, trees, along the length of the walkways;

Developer's Initials: BB

City's Initials: SC

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SPECIAL TERMS

- vi) install pedestrian-scale lighting spaced along the length of the walkways, which must provide a minimum of 5 Lux intensity along the path of travel, and must be incorporated into the hard surfacing (but outside of the path of travel) so as to simplify site maintenance, all to the satisfaction of the Director of Public Works;
- vii) construct, within the rear yards of all single-family lots abutting the walkways, a uniform wrought iron or other approved open-style fence 1.5 metres in height, complete with one gate per property, to the satisfaction of the Director of Public Works and the Director of Planning, Property and Development, maintain and/or repair and/or replace the fence as originally constructed, to the satisfaction of the Director of Public Works and the Director of Planning, Property and Development, and permit the City to file a caveat against the title of each such lot requiring the owner(s) of those lots to fulfill those obligations.
- viii) ensure that the owner of each property which backs onto the walkways is responsible for the maintenance of the turf in the portion of the walkways against which that property abuts, to the satisfaction of the Director of Public Works, as governed by this Agreement, or caveat, or City by-law; and
- ix) ensure that CPTED (Crime Prevention Through Environmental Design) principles are applied to the walkways, particularly related to establishing clear sight lines between designated points of access/egress along the length of the walkways.

26. Active Transportation Corridors

- a) Where a designated Active Transportation corridor extends along a collector road having a frontage road, the pathway specifications shall be applied to the frontage road service island, ensuring a continuous path which aligns with the Active Transportation pathway at either end.
- b) The Developer shall, as deemed necessary by, and at no expense to, the City, supply and install trail network signage and trail-related traffic signage, on pathways and Active Transportation corridors, consistent with standards and specifications applied to similar citywide networks, and as determined by and to the satisfaction of the Director of Public Works and the Director of Planning, Property, and Development.

27. Fencing along Storm Water Drainage Systems

The Developer shall upon the request of the Director of Public Works and the Director of Planning, Property and development, erect a uniform wrought iron fence to a maximum height of 1.5 metre at the rear of single family lots that abut a right of way used for a

Developer's Initials: BB

MP
City's Initials: JC

DASZ 8/2012

SPECIAL TERMS

walkway/pathway incorporated into the storm water drainage system at the back of the lots, and permit the City to file a caveat against the title of each such lot, requiring the owner(s) to maintain and/or repair and/or replace the fence as originally constructed

28. Survey Monuments

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

29. Building Permit Restrictions

The maximum number of building permits issued by the City for development in the Planned Area shall not exceed 750 single-family permits and 300 multi-family permits until the following conditions have been met:

- i) An "early-years to grade eight" school has been constructed on one of the identified MHRC sites within Bridgwater Forest, Bridgwater Lakes or Bridgwater Centre;
- ii) The Pembina Trails School Division has dealt with the school site in Bridgwater Forest;
- iii) The extension of Kenaston Boulevard to The Perimeter Highway is complete;

all to the satisfaction of the Director of Public Works and the Director of Planning, Property and Development.

Developer's Initials: BvBCity's Initials: JK

SECTION II – LAND ACQUISITION AND DEDICATION

1. Stormwater Impoundments and Public Reserve

The Developer shall, upon registration of the approved plans of subdivision in the Land Titles Office, convey to the City Public Reserves A, B, and C as shown on Schedule "B", and Public Reserves A, B, C, D, E, F, G, H, J, K, and L as shown on Schedule "B-1", for public open reserve and stormwater impoundment purposes. The total area of the above public reserves is calculated as 72.83 acres.

2. Public Reserve Dedication

The parties acknowledge that 26.00 acres of the land within Public Reserve B shown on Schedule "B" and Public

Reserves B, C, D, and K shown on Schedule "B-1" will be used in part, by the City for stormwater impoundment purposes. This includes 20.8 acres as the water component and 5.2 acres as the land component.

The parties further acknowledge that the effective public reserve dedication is calculated as follows:

i)	Public Reserve A, Schedule "B", and Public Reserve B Schedule "B-1", (22.16 acres) X 50% =	11.08 acres
ii)	Public Reserve B, Schedule "B", and Public Reserves B, C, D, and K, Schedule "B-1", less impoundment (45.78 acres–26.00 acres) X 50% =	9.89 acres
iii)	Public Reserve C Schedule "B", and Public Reserves E, F, G, H, J, and L, Schedule "B-1" =	<u>4.89 acres</u>
Total		25.86 acres

The parties further acknowledge that the Developer is required to dedicate 25.79 acres of land as public reserve, calculated as follows:

Total Planned Area =	348.36 acres
Less Impoundment Area =	(<u>26.00 acres</u>)
Net subject to dedication =	322.36 acres
Required Dedication (8% x 322.36 acres) =	25.79 acres

Both parties acknowledge that the Public Reserve dedication requirements have been fully satisfied.

Developer's Initials: BB

FA
City's Initials: JC

3. Administration Fees

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

i)	348.36 acres x \$1,200/acre =	\$418,032.00
ii)	G.S.T. (5%)	<u>20,901.60</u>
	Total	\$438,933.60

Developer's Initials: BB

JK

City's Initials: J

CONSTRUCTION, INSTALLATION AND MAINTENANCE SPECIFICATIONS

The Developer acknowledges and agrees that:

- a) Documents to be obtained:

Before commencing construction, installation and maintenance of the respective works required by this Agreement, it must obtain from the City the latest revision of the following City documents:

- (i) *Standard Construction Specifications;*
 - (ii) *Water and Sewer Standards Manual;*
 - (iii) *Boulevard Tree Planting Guidelines as Required Under Development Agreements;*
- and
- (iv) *Parks Construction Specifications and Details,*

each of which documents is hereby incorporated in this Agreement as fully and to the same extent as if attached as a schedule to this Agreement.

- b) Roads, Lanes and Sidewalks:

The *Standard Construction Specifications* apply as minimum standards to all construction, installation and maintenance of roads, lanes, sidewalks, and appurtenances thereto, and all materials supplied for those purposes.

- c) Sewers and Watermains:

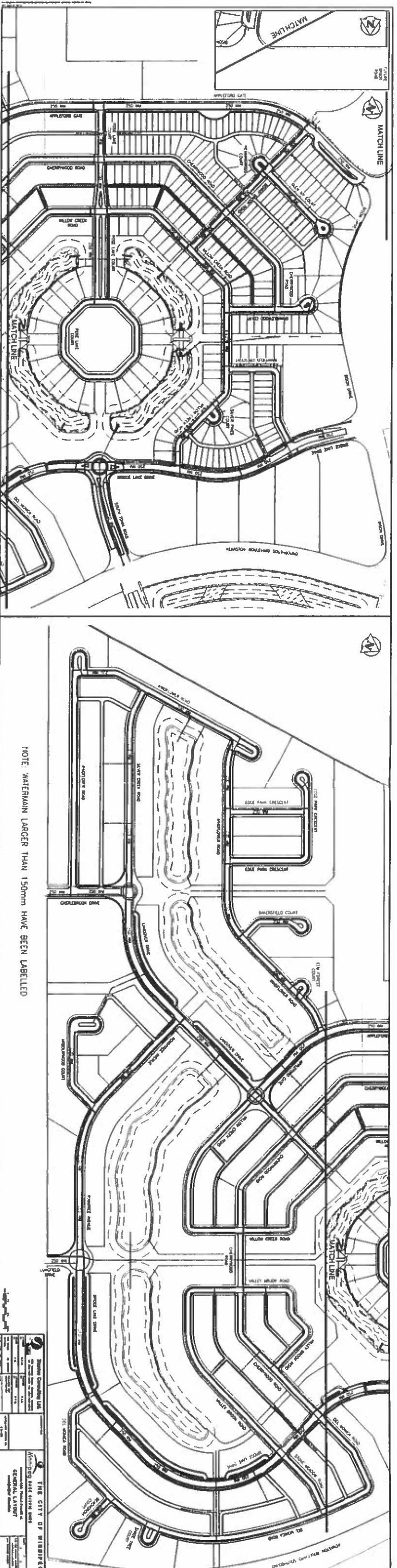
The *Standard Construction Specifications* and the *Water and Sewer Standards Manual* apply as minimum standards to all construction, installation and maintenance of sewers, watermains, and appurtenances thereto, and all materials supplied for those purposes.

- d) Landscaping Improvements:

The *Standard Construction Specifications*, *Boulevard Tree Planting Guidelines as Required Under Development Agreements*, and *Parks Construction Specifications and Details* apply as minimum standards to all construction, installation and maintenance of landscaping improvements within road allowances, parks and public reserves.

Developer's Initials: BB

City's Initials: JS

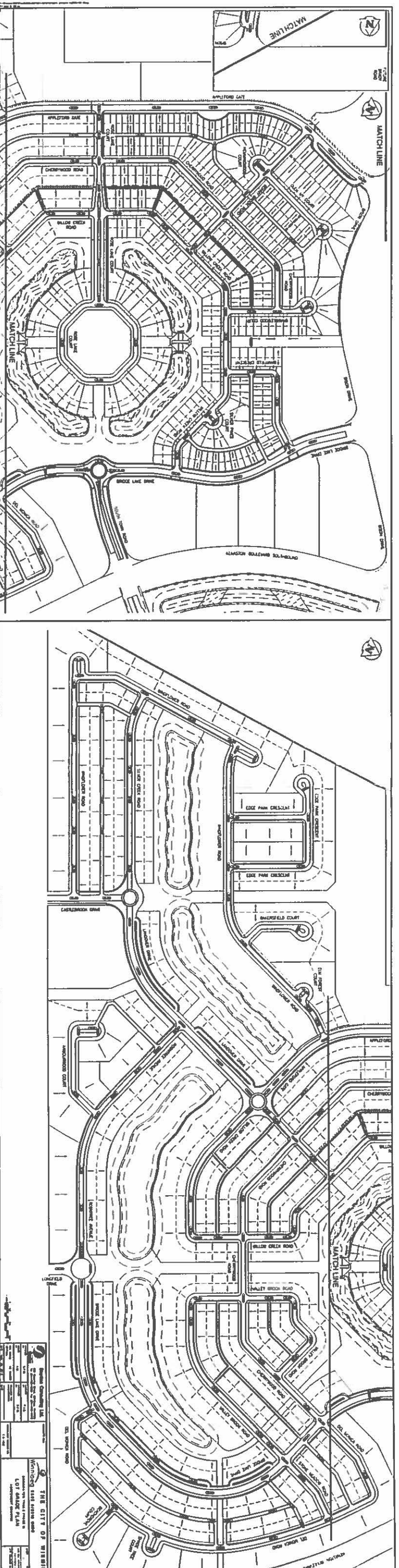


Developer's Initials:

BS

City's Initials:

[Signature]



Developer's Initials:

SB

City's Initials:

SC

SCHEDULE "F"
FORM OF LETTER OF CREDIT

THE BANK OF _____
(date): _____

TO: THE CITY OF WINNIPEG

Credit No. _____

Amount: (\$Cdn.) _____

Expiry Date: _____

Developer: **THE MANITOBA HOUSING AND RENEWAL CORPORATION**

Dear Sirs:

IRREVOCABLE LETTER OF CREDIT

1. _____ (the "Bank"), for valuable consideration, the receipt of which is hereby acknowledged, hereby establishes in your favour an irrevocable Letter of Credit (the "Credit") in the amount of \$ _____, on which you may draw up to but not after _____ (the "Expiry Date").
2. This Credit is issued in connection with obligations incurred or to be incurred by The Manitoba Housing and Renewal Corporation (the "Developer") under Development Agreement No. AG. 8/12 dated January 30, 2013.
3. A drawing under this Credit shall be made on or before the Expiry Date by you presenting to the Bank at _____, Winnipeg, Manitoba, this Credit and a Demand in writing _____ (street address) signed by a person who has been duly authorized to sign on your behalf.
4. The Demand shall refer to this Credit by the above number, shall state the amount demanded, and shall certify that the Developer has failed to perform any one or more of its obligations as stipulated in Agreement No. AG 8/12.
5. Upon receipt of the Credit and Demand on or before the Expiry Date, the Bank shall pay to you the amount stated in the Demand, without enquiring whether the City has a right to such amount as between yourself and the Developer, provided that such amount, together with other amounts paid to you under this Credit, if any, do not exceed in the aggregate the amount of the Credit.
6. This Credit is deemed to be automatically extended for _____ from the Expiry Date and any future expiration date, unless the Bank _____ (minimum 60 days) notifies you in writing at least 30 days prior to any such date that the Bank elects not to renew it, which notice must be directed and sent by fax to:

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

Fax: 204 947 9155.

Attn: Director of Legal Services and City Solicitor

Yours truly,

THE BANK OF _____

Authorized Signature

Authorized Signature

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

Developer's Initials: BB

City's Initials: DC