DATED THIS & L DAY OF January

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BETWEEN:

THE RURAL MUNICIPALITY OF WEST ST. PAUL

(hereinafter called the "Municipality")

- and -

4914971 Manitoba Ltd.

(hereinafter called the "Developer")

DEVELOPMENT AGREEMENT

GRANTHAM LAW OFFICES

Lawyers & Notaries Public

Box 1400

Stonewall, MB

ROC 2Z0

Douglas W. Grantham

Telephone: 467-5527 File No.2-R-2119-D

"Whistler Hollow - 16 Lot - Phase 2"

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THIS AGREEMENT made in DUPLICATE this git day of January A.D. 2018 4

BETWEEN:

THE RURAL MUNICIPALITY OF WEST ST. PAUL

(hereinafter called the "Municipality")

- and -

4914971 MANITOBA 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;

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 all the Works, with the exception of the installation of the final lift of asphalt surface 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 generality of the foregoing this will mean that the

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curb and gutter and the first 50% of the asphalt surface has been installed thereon.

- (f) "Construction Completion Certificate "B" means the certificate issued by the Municipal Engineer after all Works, including the installation of asphalt surfaces 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;
- (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) "Council" shall mean the elected Council of the Municipality of West. St. Paul;
- (k) "Date of this Agreement" means the date this Agreement has been signed by the last Party;
- "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.
- (m) "Development "shall mean:
 - 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

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- (n) "Final Acceptance Certificate" means the certificate to be issued by the Municipal Engineer not sooner that 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;
- (o) "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;
- (p) "Lot Owner" shall be the person shown as the registered owner of the Lot in the Winnipeg Land Titles Office;
- (q) "Lands" shall mean lands of the Developer described in Schedule "A";
- (r) "Maintain" includes repair, and/or replacement as may be necessary and which must be to the satisfaction of the Municipality;
- (s) "Manitoba" shall mean the Province of Manitoba;
- (t) "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;;
- (u) "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;
- (v) "Party" means either the Developer or the Municipality

(w) "Performance Guarantee" means an irrevocable letter of credit in the form and content of same must be approved by the Municipality, and from an institution approved by the Municipality.

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- (x) "Planned Area" or "Plan of Subdivision" or "Subdivision" means the area of land shown on the plan of subdivision conditionally approved by Selkirk and District Planning Area Board for the Lands, and attached hereto as Schedule "B".
- (y) "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 by synonymous with "Road", and shall include not only the traveled portion thereof but also the adjoining ditches or swales;
- (z) "Service or Services" shall mean the Works required to be constructed, installed or completed by the Developer according to any provisions of this Agreement;
- (aa) "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;
- (bb) "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;
- (cc) "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" A PLAN OF THE PLANNED AREA

Schedule "B.i" RIPARIAN AREA

Schedule "C" DESCRIPTION AND ESTIMATED COSTS OF WORKS TO BE

CONSTRUCTED

Schedule "D" FORM OF PERFORMANCE GUARANTEE

Schedule "E" PHASING OF DEVELOPMENT

Schedule "F"	GENERAL CONSTRUCTION, UNDERGROUND SERVICING
	AND ROADWORK
C-201	Lot Grading Plan
C-202	Teal Cove South STA 1+20.95 to North STA 2+12.23
C-203	Surface Work Detail
C-204	Trench, Excavation and Manhole Details
C-205	Hydrant Assembly, Service Connection Details and Thrust Block
	Details
Schedule "G"	FLOOD PROTECTION PROVISIONS
Schedule "H"	HYDRO PLAN, upon completion as approved by the Municipality
	and Manitoba Hydro
Schedule "H.i"	STREET LIGHTING PLAN
Schedule "I"	PLANNED UNIT DEVELOPMENT REQUIREMENTS
Schedule "J"	LANDSCAPING PLAN
Schedule "K"	DEVELOPER ENFORCED ARCHITECTURAL GUIDELINES
	AND APPROVAL
Schedule "L"	CIVIC ADDRESSING
Schedule "M"	WATER METER SPECIFICATIONS

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.

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;

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- (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;
- deposit with the Municipality the Performance Guarantee and proof of insurance required by this Agreement;
- (d) pay in full all outstanding taxes;
- deposit with the Municipality the funds required for legal, planning, engineering and administrative costs in accordance with Article 18;
- (f) pay to the Municipality the capital development, green space and office administration levies required for the Lots created in the Planned Area in accordance with Article 20 of this Agreement;
- (g) pay to the Municipality the amount of cash to be given in lieu of public reserves as per paragraph numbered 46;
- (h) deliver to the Municipality 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
- (i) register the Plan of Subdivision in the Winnipeg Land Titles Office.
- (j) 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 Winnipeg Land Titles Office;
- Prior to starting construction of the Works in the Planned Area, the Developer shall notify the Municipal Engineer in writing at least forty-eight (48) hours prior to the start of construction.

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PHASING OF DEVELOPMENT

Work.

6. The Development will proceed in one phase.

PERFORMANCE GUARANTEE REQUIRED

- 7. The parties have agreed that the amount of the performance guarantee will be zero.
- 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 Bolyng

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.
- The Developer may, when not in default, apply to the Municipality as construction of the Works proceeds, for releases of its security 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
 - (b) the Municipality shall deduct the following amounts from the Performance Guarantee otherwise available for release:

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- 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
- 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 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?

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by a Consulting Engineer retained by the Developer, related to the design of the Municipal Services and associated Works required to service the Planned Area.

MUNICIPALITY'S LEGAL, PLANNING, ENGINEERING AND ADMINISTRATIVE COSTS

- 18. 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 \$10,000.00 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 \$10,000.00 to pay the above costs as they arise. The Municipality shall be indemnified for any and all costs and expenses, including legal expenses, out of the sums to be provided to the Municipality by the Developer. 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 Developer shall immediately be responsible to make payment to the Municipality of any such shortfall.
- 19. 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 Municipal 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.

DEVELOPMENT FEES

20. The Developer shall pay to the Municipality for each new Residential Lot in the Planned Area as per Schedule "B":

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- i) a capital development levy of 4,900.00 for each Residential Lot in the Planned Area; $(16 \times 4,900.00 = 78,400.00)$
- ii) a green space levy of \$1,200.00 for each Residential Lot in the Planned Area; (16 x \$1,200.00 = \$19,200.00)
- iii) an office administration levy of \$400.00 for each Residential Lot in the Planned area; (16 x \$400.00=- \$6,400.00)
- iv) 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 \$104,000.00 for the 16 new Residential Lots within the Planned Area.

21. The Developer agrees to pay the costs referred to in paragraph 20 above, and such costs shall be paid at the time of signing this Development Agreement.

INSURANCE

- 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.
- 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.

ZONING AND BUILDING RESTRICTIONS

24. 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 erected or

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

- 25. 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.
- 26. (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. Lot 16 shall obtain access off of Teal Cove and not off of Drury Avenue.
 - (b) Each of the above mentioned Lots in paragraph (a) hereof shall not have their access located within twenty-five (25) feet of the intersection of the two adjacent streets.
 - (c) 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 which shall be constructed in accordance with the directions and specifications of the Municipality. All approaches shall be surfaced to a standard equal or better than asphalt, concrete 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 paving of the Road in front of their Lot, whichever is the later. The Municipality has the option of performing the necessary Work to install the culvert and crossing to provide access to any Lot and to construct the necessary surface on same. 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, and the Lot Owner agrees to provide the Municipality with 48 hours notice of installation of the culvert. Should any Lot Owner fail to perform any work required pursuant to this paragraph within the specified time then the Municipality may perform such work and the parties agree that all costs related thereto may be added to the taxes for said Lot.

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- 27. 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*.
- 28. 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.
- 29. 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.
- 30. 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.
- 31. The Developer and each individual Lot Owner shall comply with all the provisions and requirements of the Planned Unit Development as per the Conditional Use Application No. CU008/12 and as set forth in Schedule "I" attached hereto.
- 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 a penalty in the amount of \$5,000.00 and such penalty, if not paid within 30 days of the demand for same by the Municipality, then the parties agree that the Municipality may add same to the taxes of said Lot. The Municipality in its sole discretion reserves the right to extend such time frame in extenuating situations.
- 33. Residential buildings with a walkout basement shall not be permitted within the Planned Area.
- 34. It shall be the responsibility of the Developer to obtain all necessary approvals from any Provincial highway regulatory authority for any new, modified, relocated or access connections to any Lot in the Planned Area or access to the Planned Area itself.

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- 35. 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 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.
- 36. 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

37. (a) The Developer may impose more restrictive and additional building restrictions which shall be set out in the Developer's schedule of restrictions Schedule "K". The Developer or his agent shall be responsible for the enforcement of the building restrictions set forth in Schedule "K". It is acknowledged and agreed that the Municipality shall have no involvement whatsoever in enforcing the Developer's building restrictions.

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(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 "K" 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

- 38. Prior to the issue of any permits for construction of buildings within the Planned Area, the Developer shall:
 - (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 paving, and Land Drainage System as set out in Schedule "F" herein are complete and operational;
 - (c) receive the required approvals from all applicable utility companies and regulatory agencies;
 - (d) 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 "K".
 - (e) comply with all requirements for issuance of a building permit as set out in this Agreement.
- 39. 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, RIPARIAN AREAS AND OTHER PUBLIC LANDS (A)

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- 40. (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) 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;
 - (c) 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.
 - (d) Neither the Developer nor any Lot Owner or any other person shall at any time place buildings, structures, or make any excavations or earth work or remove any natural vegetation within the Riparian Areas as set forth in Schedule "B.i" attached hereto.
- 41. The Developer shall grant or cause to be transferred to the Municipality all Lands in fee simple, free of all liens and encumbrance, Roads, Drains, and all Public Reserves as set forth in Schedule "B" attached hereto.

RESTRICTION ON TRANSFERS

42. 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.

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NOTICE TO PURCHASERS

- 43. The title to any Lots within the Planned Area shall not be transferred until each purchaser is advised of the following:
 - (a) A driveway permit must be obtained from the Municipality prior to construction of a driveway and the Municipality reserves the right to construct such driveway and charge the Owner of the Lot for the costs of same.
 - (b) 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.
 - (c) The Purchaser must have their plans approved by the Developer and that the architectural guidelines set forth in Schedule "K" and the consent form set forth in Schedule "K" must be executed and delivered to the Municipality.
 - (d) The Developer shall provide each Lot Owner with a copy of the Planned Unit Development requirements set out in Schedule "I" attached hereto, prior to transferring title to the new Lot Owner.
 - (e) The Lot Owner be required to pay the sewer charges as set forth in paragraph 48 hereof.

TRANSFER OF SERVICES

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.

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DEBRIS REMOVAL FROM ROADS

45. 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 by vehicles generated from activities on any Lot in the Planned Area. This obligation shall continue until houses are constructed on all Lots in the Planned Area. Debris shall be cleaned off roadways 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 streets 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 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 street originated from and the Municipality's decision shall be final and binding upon all parties.

PUBLIC RESERVES

46. The parties acknowledge and agree that the public reserve shown on the plan of subdivision attached as schedule "B" shall be sufficient dedication of public reserves and no further dedication of public reserves will be required.

SERVICES OUTSIDE THE PLANNED AREA

47. 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.

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WATER AND WASTE WATER

48. (a) Waste Water

- i) The Developer covenants and agrees to construct, install and complete in a workmanlike manner all sanitary sewers complete with lift station (if required), 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.
- 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 "F".
- 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 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.
- iv) The Developer and any future Lot Owner acknowledge and agree that they will be required to obtain a sewer permit prior to connection to the waste water system

(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 per specifications determined by the Municipality and shown in Schedule "M" attached hereto, or such other water meter as the Municipality may require. The amount of such costs are undetermined at this time but they are estimated to be approximately \$600.00
- iv) If the Municipality makes the necessary arrangements with the City of Winnipeg to obtain water for the Planned Area and should such water be made available to the Lot Owner then the Lot Owner agrees to connect to the water system, within six (6) months of same being made available.
- v) Despite the fact that there are no water services being provided to the Planned Area at this time, there may be in the future, however it shall be the Developer's responsibility to install all water supply lines and connections as per the attached plans, specifications and drawings. These installations are to take place now even though water is not available. The Construction Certificate "A" will not be issued until such time as such water lines and connections have been installed

LAND DRAINAGE SYSTEM / DRAINAGE

- 49 (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 "F".
 - (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.

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- (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.
- (d) If 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.
- 50. 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 "F", with the exception of the Lot Grading.
- 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 "F". The Developer shall construct the drainage ditches and swales as shown on the Drainage Plan attached hereto as Schedule "F", 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.
- 52. 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.
- 53. The Developer shall not interfere with any existing drain or watercourse except in accordance with Schedule "F" 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 old ims.

- 54. The Developer shall obtain all necessary approvals from the Department of Fisheries and Oceans for the required drainage works and/or crossings of the creek in the Planned Area.
- At no time shall the Developer or any subsequent purchaser of any Lot 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 "F", 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 "G" 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.

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CONSTRUCTION OF ROADS

- The Developer covenants and agrees to construct, install and complete in a workmanlike manner, and at his own expense all 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 "F" attached hereto. The Developer shall not place the asphalt surface thereon until such time as the Municipality directs that they desire same to be installed.
- 59. 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

- 60. 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 "F".

TREE AND VEGETATION PLANTING

- 61. (a) The Developer agrees to install such trees and complete such landscaping as is required by the Landscape Plan attached hereto as Schedule "J".
 - (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

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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 "A".

GRADING AND LANDSCAPING

- 62. 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.
- 63. 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.
- 64. Topsoil from the Planned Area shall not be removed from same but rather shall be stockpiled on site.
- 65. 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 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.
- 66. 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 differes.

DECORATIVE FENCING AND PATHWAY

67. Decorative fencing and pathways are not required for this phase.

CIVIC ADDRESSING

68. All house numbers within the Planned Area shall be allocated based on the civic addressing as set out in Schedule "L".

STREET LIGHTING

69. The Developer shall install ornamental street standard lighting at the locations as set forth in Schedule "H.i" attached hereto, however if Schedule "H.i" has not been agreed to at the time of signing this Agreement then the Developer shall install street lights at such location as determined by the Municipality. The exact type and exact location of all such street lighting must be to the satisfaction of the Municipality, acting reasonably.

CANADA POST MAIL BOX SITES

70. Canada Post has advised that the Developer is not required to install any Canada Post boxes concerning the development.

UTILITIES

- 71. 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.
- 72. Prior to registration of the Plan of Subdivision, 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;
- 73. 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

- 74. 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.
- 75. 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

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.

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BENCH MARK

77. 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

- 78. The Developer shall promptly dispose of all construction litter *I* 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.
- 79. 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, without the written consent of the Municipality.

COMMENCEMENT, PROGRESS AND COMPLETION OF WORK

- 80. 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.
- 81. 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.
- 82. 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.

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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.

- 83. 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.
- 84. 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.
- 85. 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.
- 86. 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.

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INSPECTING AND TESTING OF WORKS

- 87. 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. Neither the Municipality nor the Municipal Engineer shall be liable for any damages resulting from a stop work order.
- 88. 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.
- 89. Any Work not examined to the satisfaction of the Municipal Engineer prior to backfilling shall be excavated at the Developer's cost.

EMERGENCY REPAIRS

90. 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

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USE OF WORKS BY MUNICIPALITY

- 91. 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.
- 92. 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.

CONSTRUCTION COMPLETION CERTIFICATE

- 93. (a) Upon the 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 shall obtain their Construction Completion Certificate "A" before the completion of the last lift of asphalt surfaces on all Roads in the Planned Area. Once the Developer has completed the installation of the final lift of asphalt on all Roads in the Planned Area and 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.

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WARRANTY OF WORKS

94. 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

- 95. 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 "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.
- 96. 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

97. 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

98. 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, resigns, 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, water and Roads;
- (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.
- The Developer shall furnish all plans, specifications, designs, calculations, contours, or other information pertaining to the Works as the Municipal Engineer may require.
- 100. 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

101. 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

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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

102. 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 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

- 103. 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:

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- (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 understood and agreed, that such refusal shall not create any liability for damages against the Municipality.
- 104. 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.

GENERAL

- 105. 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.
- 106. 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 the scope of intent of this Agreement nor affect in any way whatsoever its terms and provisions;
- 107. 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.
- 108. 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.

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- 109. 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.
- 110. 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.
- 111. 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.
- 112. 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.
- 113. 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.

FILING AGREEMENT AS CAVEAT

114. 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.

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TIME OF THE ESSENCE

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

LEGAL NOTICE

116. 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 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: DEVELOPER

Campbell Marr LLP

Attention: Kenton L. Fast

10 Donald Street, Winnipeg, MB R3C 1L5

and

Mark Olson, President 4914971 Manitoba Ltd. 2C – 2020 Portage Avenue Winnipeg, MB R3J 0K4

FURTHER ASSURANCES

117. 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.

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SUCCESSORS AND ASSIGNS

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

of January , 2013.4

THE RURAL MUNICIPALITY OF WEST ST. PAUL

Mayor

Chief Administrative Officer

IN WITNESS WHEREOF the Developer hereto has executed this agreement on the day of

Tanuary , 20184

4914971 Manitoba Ltd.

Presiden

Per:

Secretary

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Schedule "A"

LOTS 1 TO 16 BOTH INCLUSIVE PLAN NO	(DEP 99/2009) WLTO in RL 3 AND 4 PARISH
OF ST. PAUL	

Currently shown on certificates of title as:

Lots 28 and 29 Plan 969 WLTO

EXC out of Lot 28 Firstly: All that portion lying to the North of the Following described Lines: Commencing at a point in the Eastern Limit of Lot 40 Plan 969 WLTO Distant SLY thereon 33 Feet from the NE Corner thereof Thence ELY at Right Angles to the Said Eastern Limit 78 Feet Thence ELY in a straight Line which forms an angle on its northern side with the last described course of 161 Degrees and 48 Minutes 96.73 Feet, Thence SELY in a straight line which forms an angle on its northern side with the last described course of 212 Degrees and 54 minutes 98 feet, thence ELY in a straight line which forms an angle on its northern side with the last described course of 138 Degrees and 51 minutes 272 Feet thence SLY in a straight line which forms an angle on its southwestern side with the last described course of 82 degrees and 49 minutes 128.4 feet, thence ELY in a straight line which forms an angle on its northeastern side with the last described course of 101 degrees and 36 minutes to the waters edges of the Red River and Secondly: survey Plan 9290 WLTO

In RL 3 and 4 Parish of St. Paul

(Certificate of Title No. 206892/1)/

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R.M. OF WEST ST. PAUL MANITOBA

PREPARED UNDER SECTION 128(3) OF THE REAL PROPERTY ACT.

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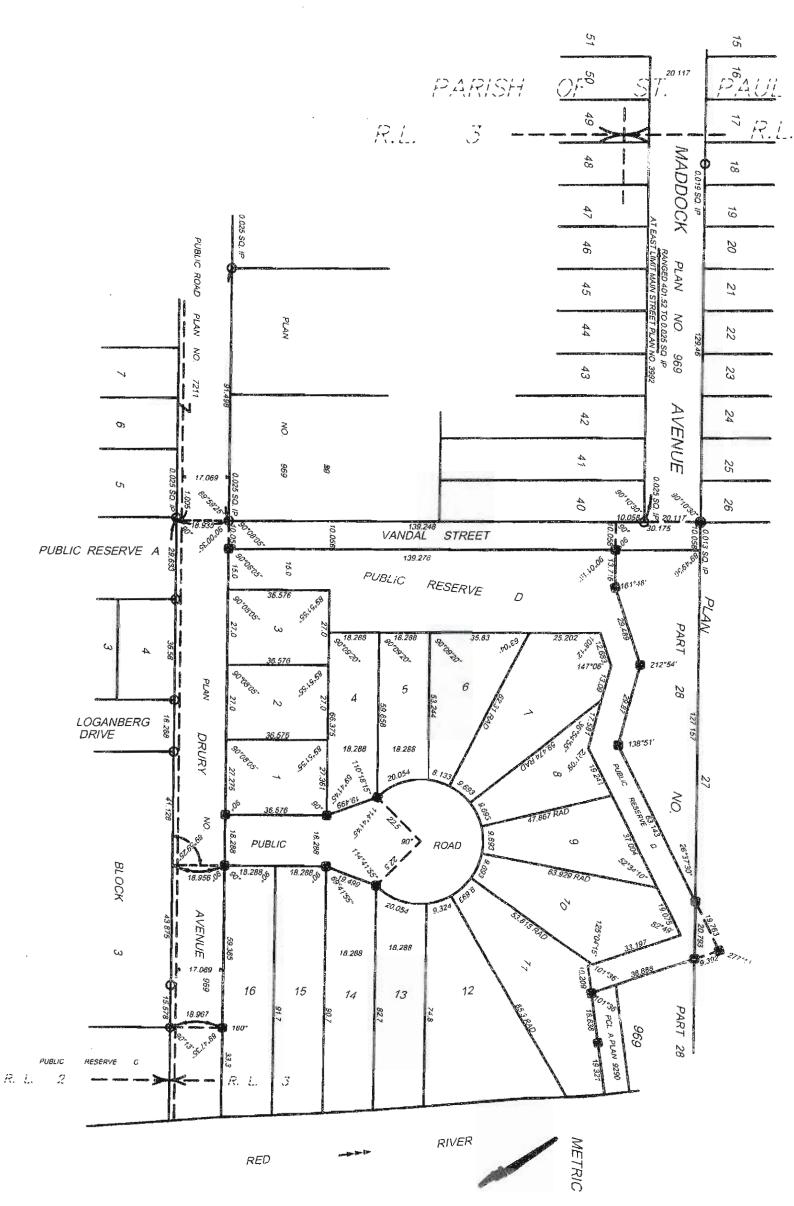
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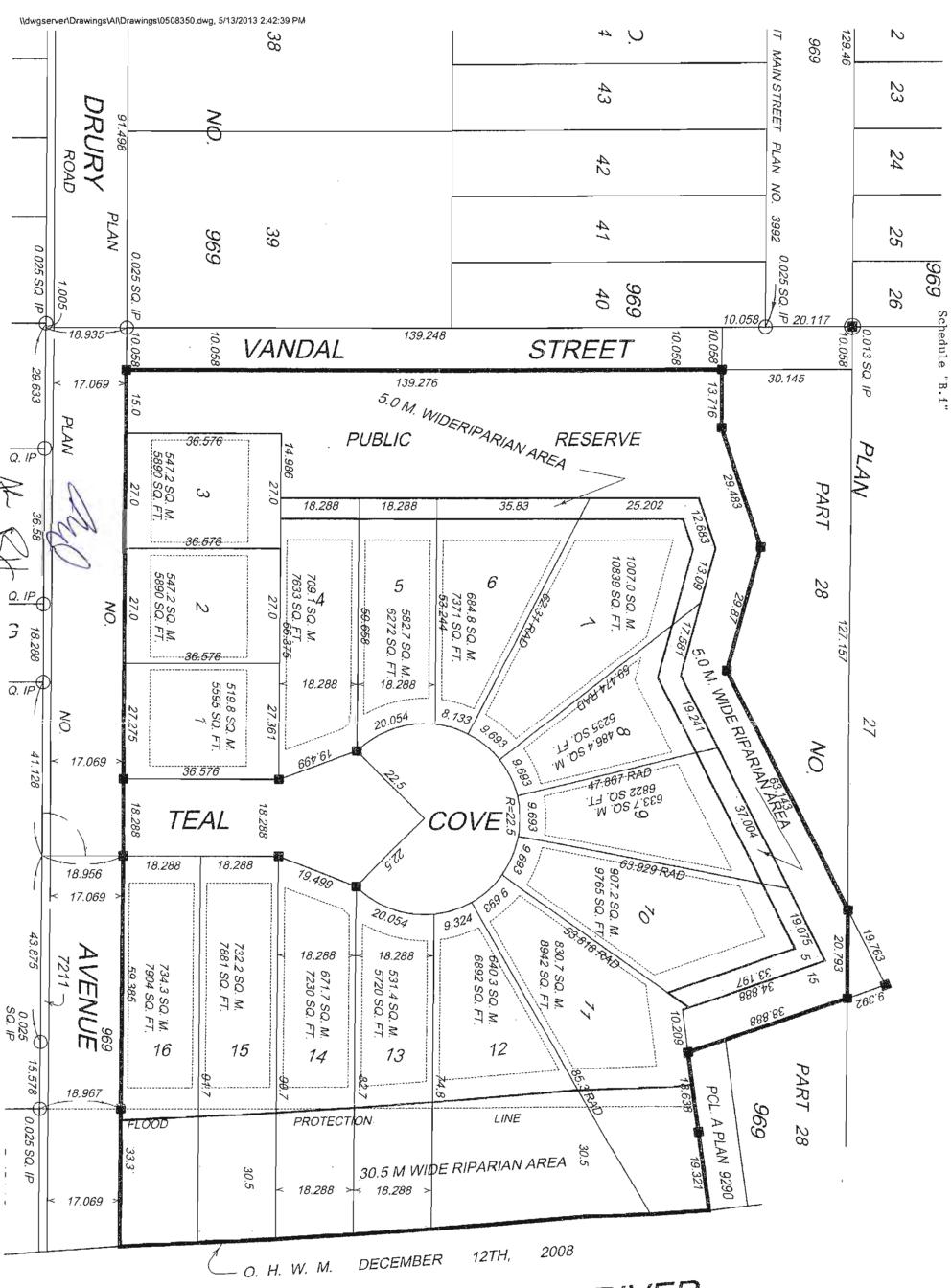
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OF LOT 28 AND ALL OF LOT 28, PLAN MG, 868

DEPOSIT NO. 89/2008



The Company



RED

RIVER

Schedule "C"

DESCRIPTION AND ESTIMATED COSTS OF WORK TO BE CONSTRUCTED

Payments to the Municipality:

i)	Paragraph 7 – Performance Guarantee (LOC)	n/a
ii)	Paragraph 18 – Administrative Deposit	\$ 10,000
iii)	Paragraph 20 – Capital Levy Fees	\$104,000
iv)	Paragraph 22 – Insurance	In place
v)	Paragraph 46 – Public Reserve Dedication	n/a

Construction Costs:

i)	Hydro – utilities net of recovery	\$26,800
ii)	Hydro – 6 Street lights (black carriage)	\$13,200
iii)	Trees – 2 per lot	\$10,000
iv)	Watermains	\$39,400
v)	Wastewater	\$54,500
vi)	Land Drainage	\$29,200
vii)	Building Services	\$54,200
viii)	Roadwork	\$84,400
ix)	Miscellaneous Items	\$ 8,600

\$320,300 Total Phase One Costs:

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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:	BENEFICIARY The Rural Municipality of West St. Paul 3550 Main Street
	West St. Paul, MB R4A 5A3
	AMOUNT: (Insert amount)
	raw on (insert name of financial institution and address) for the account up to an aggregate amount of (insert amount), available by drafts at
of financial institution) hereby favour in the total amount of (time to time upon written den without enquiring whether yo	customer, the said, we, (insert name and address y establish and give to you an irrevocable standby letter of credit in your (insert amount), which may be drawn on by you at any time and from nand for payment made upon us by you which demand we shall honour u have a right as between yourself and our said customer to make such zing any claim of our said customer.
The amount of this standby le writing given to us from time	tter of credit shall be reduced from time to time as advised by notice in to time by you,
	vill expire at our counters on (insert date), and you may call for payment g under this standby letter of credit at any time up to the close of business
Partial drawings are allowed.	
	lby letter of credit are to state on their face that they are drawn under tution and address), standby letter of credit no. (insert number) dated
	s subject to the uniform customs and practice for documentary credits Chamber of Commerce, Paris, France, Publication No. 500 [Financial revision]).
Signing Officer	Authorized Signing Officer

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Schedule "E"

Phasing

This Development will proceed in one phase.

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WHISTLER HOLLOW SUBDIVISION - PHASE **4914971 MANITOBA LTD.** RM OF WEST ST. PAUL, MANITOBA

UNDERGROUND SERVICING & ROADWORK

TEAL COVE

DRAWING LIST:

C-201 - LOT GRADING PLAN

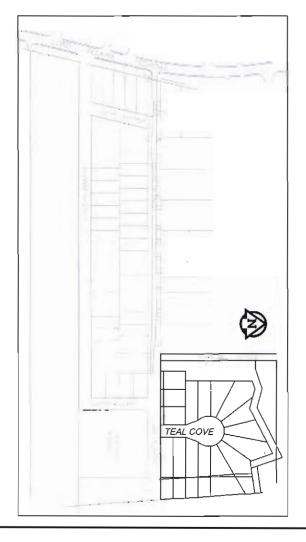
C-202 - TEAL COVE, STA. 1+20.95 TO STA. 2+12.25

C-203 - DRURY AVENUE, STA. 5+85 TO STA. 6+50 - FOR REVIEW BY R.M. AND ROAD-A, STA. 2+00 TO STA. 2+22

C-204 - SURFACE WORK DETAILS

C-205 - TRAFFIC SIGN, TRENCH EXCAVATION DETAILS, CATCH BASIN DETAIL AND MANHOLE DETAILS

C-206 - HYDRANT ASSEMBLY, SERVICE CONNECTION DETAILS AND THRUST BLOCK DETAILS



KEY PLAN



GENIVAR

WINNIPEG, MB R2J 3J8 Tel: (204)477-6650

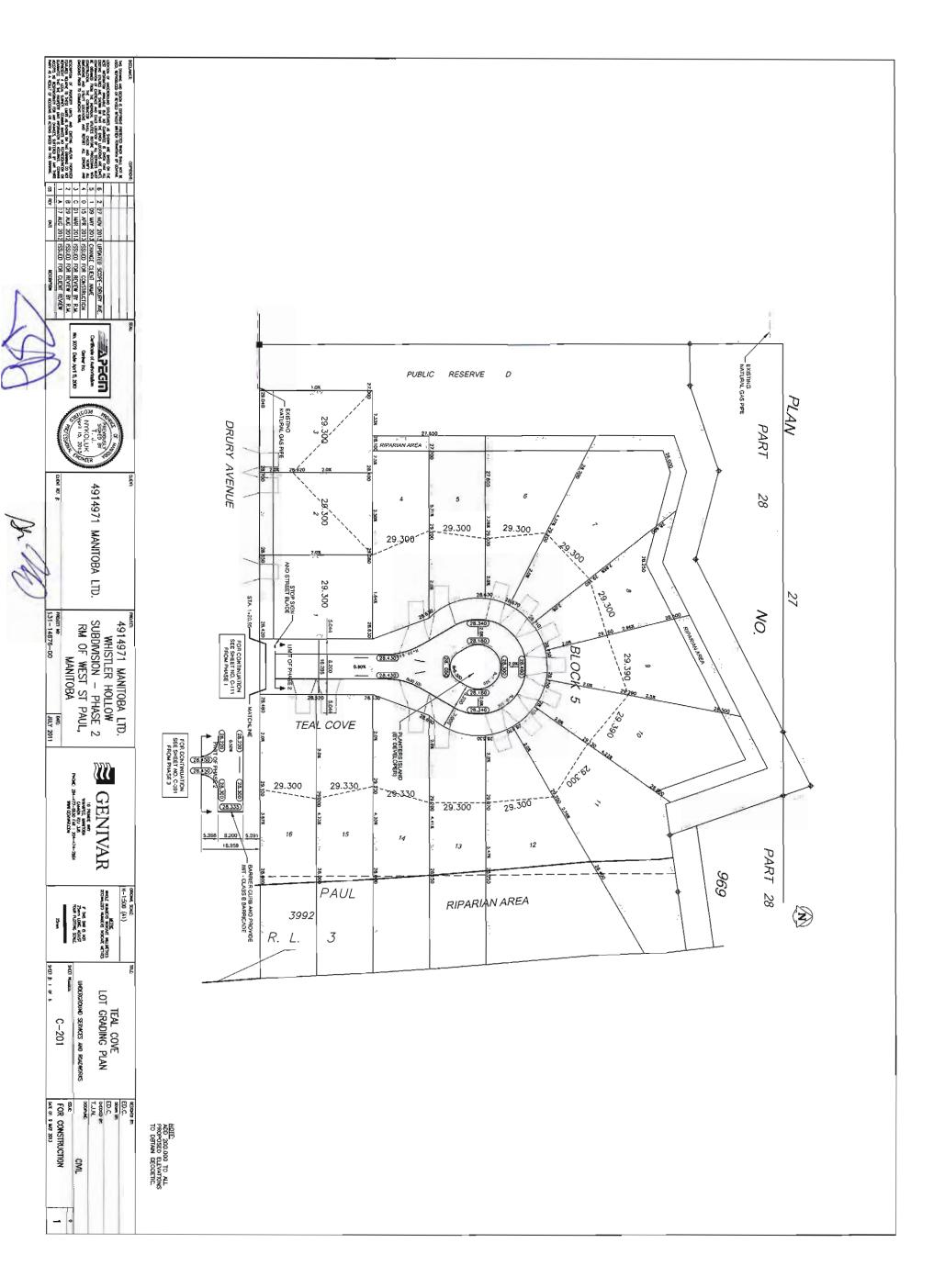
(204)474-2864

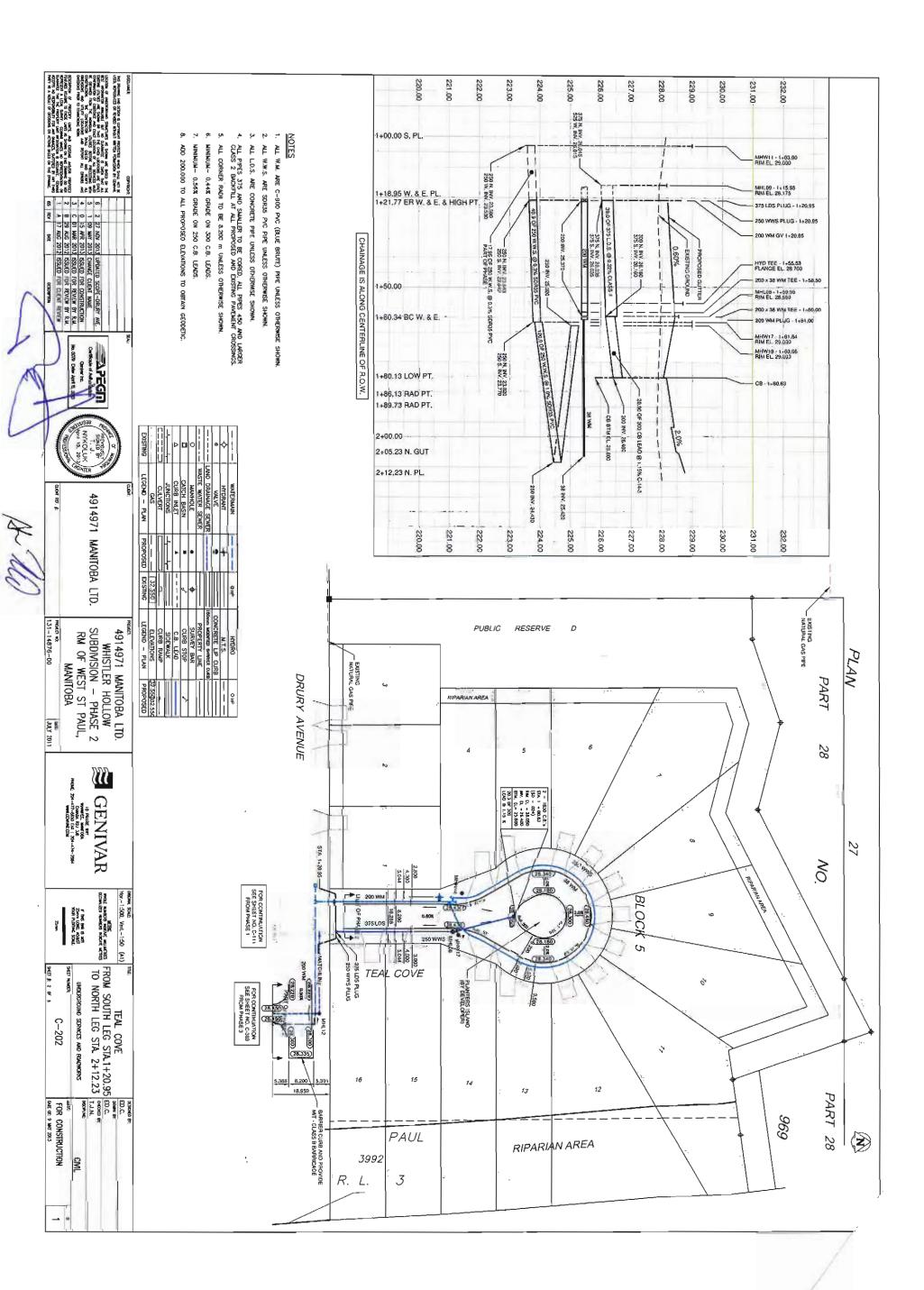
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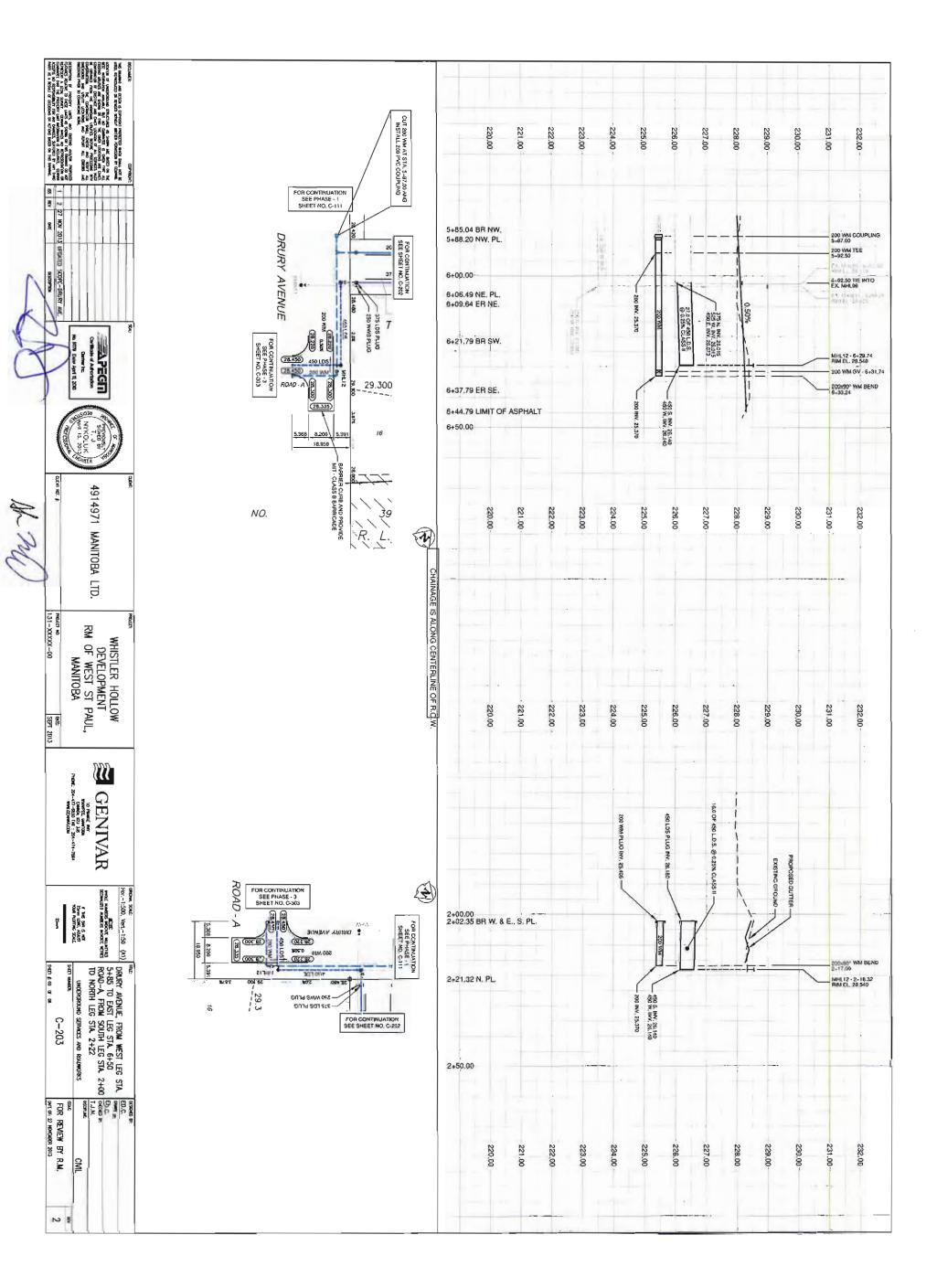
PROJECT NO: 131-14876-00

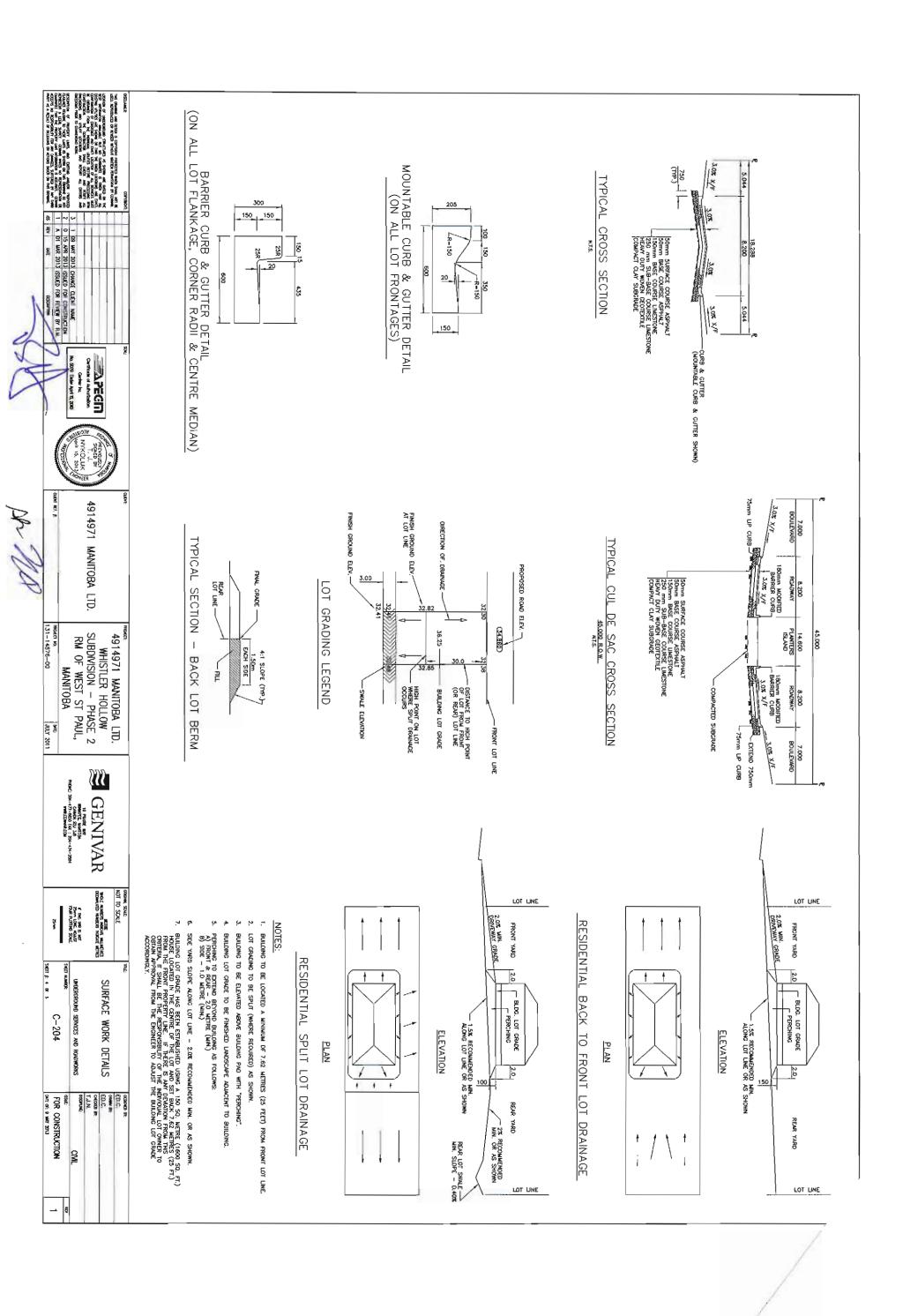
ISSUED FOR REVIEW BY R.M

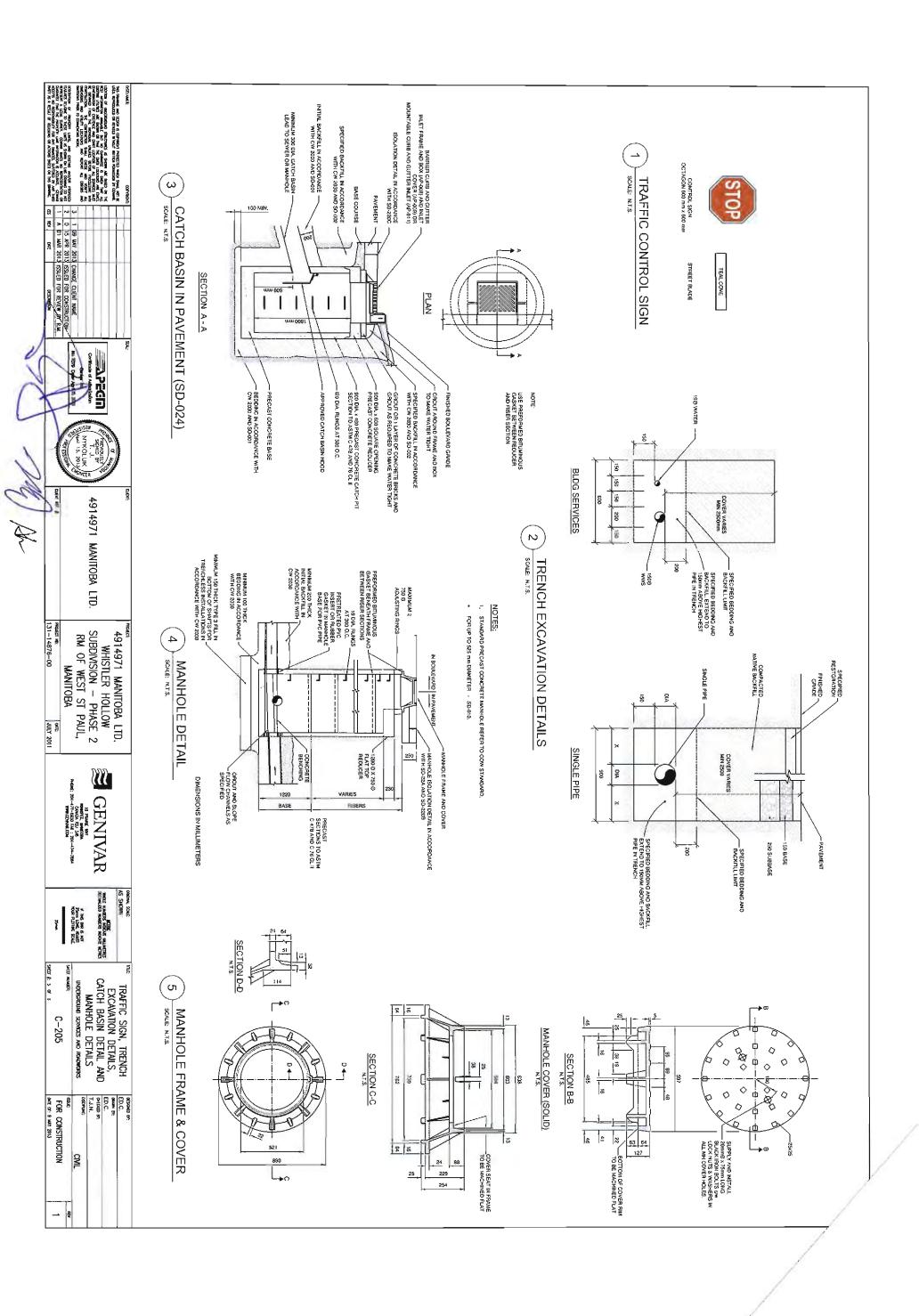
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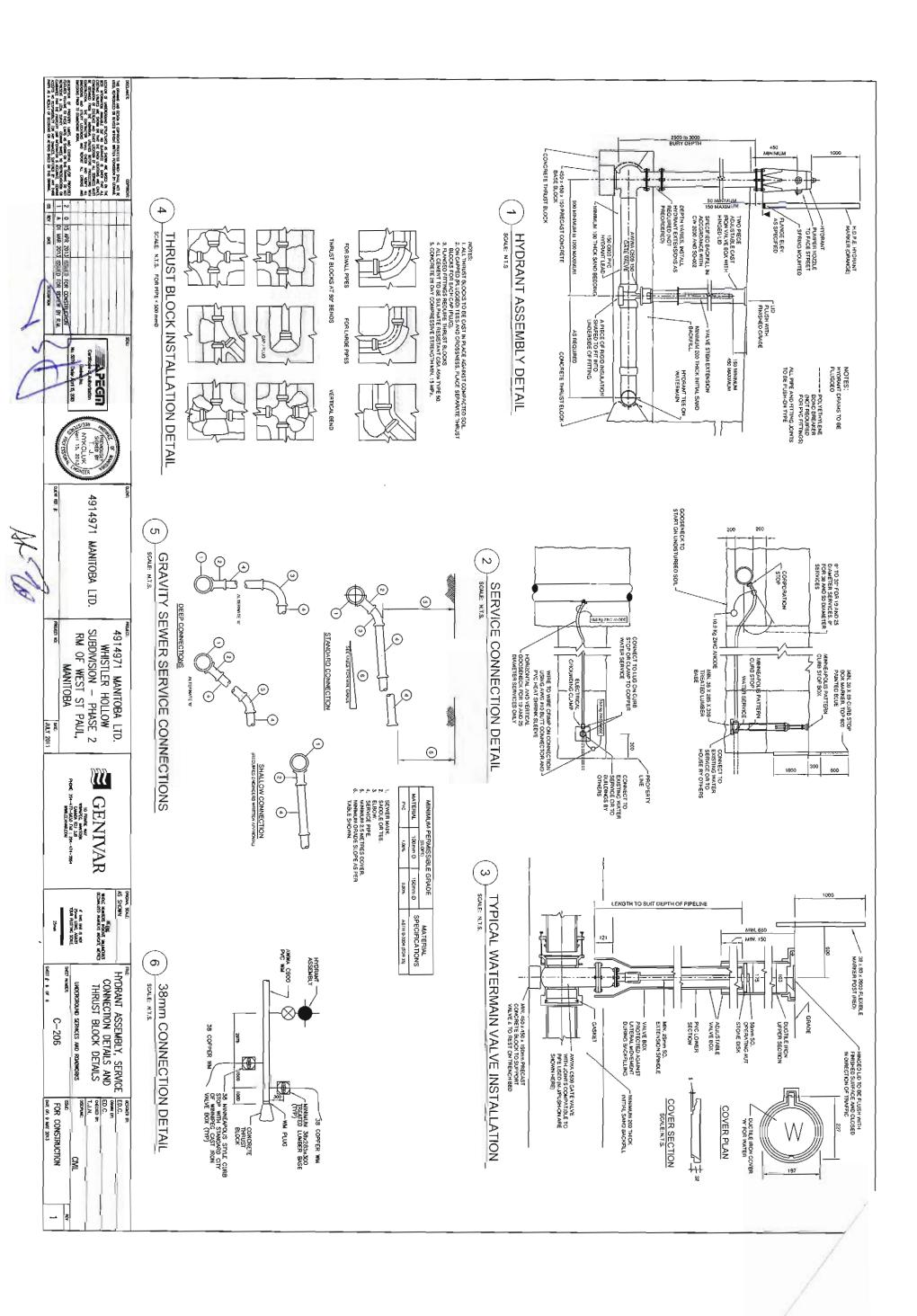












Schedule "G"

Flood Protection Provisions

As per clause 57 of the Development Agreement, each individual Lot Owner must ensure that it shall construct its building at a height established by the Province of Manitoba and/or the Municipality to ensure flooding does not occur. The Flood Protection Level established for Whistler Hollow is a minimum 229.0 meters representing the 160 year flood level. The grading plans prepared for the project are developed to a minimum 229.0.

Flood protection is governed by the KGS Group Geotechnical Stability Evaluation Final Report dated August 2007. The key recommendations are as follows:

- -as mature vegetation can enhance existing slope stability, potential landscaping along the top of the creek and/or riverbank avoid the removal of mature trees.
- -it is concluded by KGS Group that this section of (river) shoreline has been in equilibrium (deposition versus erosion) during the previous 100 years and there is no requirement at the present time for shoreline protection.
- -the side slopes of clay fill should slope at 4H:1V from the toe up to the crest at elevation 229.0m. Should there be a need for some additional area, a reinforced concrete wall or segmental block wall could be constructed to retain the fill. The minimum setback distances remain the same.
- -with respect to creek bank stability, placement off fill such that the toe of the fill is no closer than 5m from the top of bank results in an estimated factor of safety greater than 1.2 under critical design conditions and greater than 1.5 under either ordinary winter or summer conditions.

-as per WSP zoning by-law 2/99P 3.8 basement floor elevations shall not be lower than 1.7m below flood protection level if the fill material is impervious such as clay.

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SCHEDULE 'H'

INSERT HYDRO PLAN UPON FINAL APPROVAL.

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SCHEDULE H.i



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SCHEDULE 'I'

Planned Unit Develop Requirements As per Conditional Use Application No. CU008/12 (223 Drury Avenue, West St. Paul)

1.0 Description

The following Planned Unit Development (PUD) requirements apply to the property commonly known as 223 Drury Avenue (Legal Description: Lots 28/29, Plan 969) located within the Rural Municipality of West St. Paul. These requirements are established as conditions to allow for the development of sixteen (16) single-family lots.

2.0 Development Layout

The layout of the single-family lots, including approximate lot dimensions, is illustrated on the attached subdivision plan listed as Appendix A.

3.0 Bulk Regulations

3.1 Permitted Uses

- Single Family Dwelling
- Accessory Use Building and Structures

3.2 Conditional Uses

None

3.3 Structure Siting Requirements (variable within 10% and subject to developer approval)

	Side Yard Interior (minimum): 5 feet Side Yard Interior (minimum): 5 feet Side Yard Corner (minimum): 10 feet Side Yard Corner (minimum): 10 feet Rear Yard (minimum): 25 feet Rear Yard (minimum): 3 feet Building Height (maximum): 15 feet Lot Coverage (maximum): 15 feet Lot Coverage (maximum): 15%		Structures Requirements	
Side Yard Corner (minimum): 10 feet Side Yard Corner (minimum): 10 feet Rear Yard (minimum): 25 feet Rear Yard (minimum): 3 feet Building Height (maximum): 15 feet Lot Coverage (maximum): 40% Lot Coverage (maximum): 15% Unit Area (minimum): 800 square feet	Side Yard Corner (minimum): 10 feet Side Yard Corner (minimum): 10 feet Rear Yard (minimum): 25 feet Rear Yard (minimum): 3 feet Building Height (maximum): 15 feet Lot Coverage (maximum): 40% Lot Coverage (maximum): 15% Unit Area (minimum): 1,500 square feet Unit Area (maximum): 800 square feet	20 feet	Front Yard (minimum):	20 feet
Rear Yard (minimum): 25 feet Rear Yard (minimum): 3 feet Building Height (maximum): 25 feet Building Height (maximum): 15 feet Lot Coverage (maximum): 40% Lot Coverage (maximum): 15% Unit Area (minimum): 1,500 square feet Unit Area (maximum): 800 square feet	Rear Yard (minimum): 25 feet Rear Yard (minimum): 3 feet Building Height (maximum): 25 feet Building Height (maximum): 15 feet Lot Coverage (maximum): 40% Lot Coverage (maximum): 15% Unit Area (minimum): 1,500 square feet Unit Area (maximum): 800 square feet	5 feet	Side Yard Interior (minimum):	5 feet
Building Height (maximum): 25 feet Building Height (maximum): 15 feet Lot Coverage (maximum): 40% Lot Coverage (maximum): 15% Unit Area (minimum): 1,500 square feet Unit Area (maximum): 800 square feet	Building Height (maximum): 25 feet Building Height (maximum): 15 feet Lot Coverage (maximum): 40% Lot Coverage (maximum): 15% Unit Area (minimum): 1,500 square feet Unit Area (maximum): 800 square feet	10 feet	Side Yard Corner (minimum):	10 feet
Lot Coverage (maximum): 40% Lot Coverage (maximum): 15% Unit Area (minimum): 1,500 square feet Unit Area (maximum): 800 square feet	Lot Coverage (maximum): 40% Lot Coverage (maximum): 15% Unit Area (minimum): 1,500 square feet Unit Area (maximum): 800 square feet	25 feet	Rear Yard (minimum):	3 feet
Unit Area (minimum): 1,500 square feet Unit Area (maximum): 800 square feet	Unit Area (minimum): 1,500 square feet Unit Area (maximum): 800 square feet	25 feet	Building Height (maximum):	15 feet
		40%	Lot Coverage (maximum):	15%
Number (maximum):	PAG	1,500 square feet	1 '	800 square fee
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			5 feet 10 feet 25 feet 25 feet 40%	5 feet Side Yard Interior (minimum): 10 feet Side Yard Corner (minimum): 25 feet Rear Yard (minimum): 25 feet Building Height (maximum): 40% Lot Coverage (maximum): 1,500 square feet Unit Area (maximum):

4.0 Additional Regulations for Permitted Uses

- 4.1 Accessory use buildings shall be constructed of similar materials, colour scheme and approximate roof pitch as the house.
- 4.2 Accessory use buildings must be located behind the main dwelling.

5.0 Projections Into Required Yards

The following may project into the required yards, with the amount as indicated below:

- Alcoves, bay windows, chimneys, eaves, fireplaces, vestibules may project into a required front, side or rear yard not more than three (3) feet, provided that any projection is not closer than one (1) foot from the side or rear site line.
- 5.2 Open unenclosed decks, platforms or process, not covered by a roof or canopy, higher than two (2) feet above the average level of the grade of the site and attached to the main building, may project into any required front side or rear yard provided that any projection is not closer than one (1) foot from the side or rear lot line.
- 5.3 Open arbours, lighting fixtures, steps, landscape architectural features or guard railing, trellises or uncovered walks may be located in any required yard provided that the projection in not closer than one (1) foot from the side or rear site lines.
- 5.4 Fences, hedges and other landscaping vegetation may be permitted in a required front side or rear yard.

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6.0 Height Exceptions

Height restrictions within the PUD regulations do not apply to the following:

- Antennae
- Chimneys
- Skylights
- Lightning poles

7.0 Fencing

Fences shall not include electric, barbed wire, or chain link. Fences must be constructed of either cedar or treated lumber, shall be permitted in all yards and shall be limited in height as per the following:

Front Yard (maximum height): 4 feet

Side Yard (maximum height): 6 feet, 6 inches Rear Yard (maximum height): 6 feet, 6 inches

8.0 Pools and Hot Tubs

- 8.1 Swimming pools, hot tubs and related equipment (e.g. filters, pumps, heaters, etc.) must be located behind the main dwelling, and, screened from public view including from a public street.
- 8.2 Private swimming pools must be completely enclosed by a fence within a minimum height of five (5) feet and shall comply with the Manitoba Building Code.
- 8.3 Gates associated with the required fence must be a minimum height of five (5) feet, and shall be self-closing with a lockable latch to prevent unauthorized entry.

9.0 Decks and Patios

Decks, patios and related hard surface landscape architecture must be located behind the main dwelling, and, screened from public view including from a public street.

10.0 Special Regulations

10.1 Street Trees

A minimum average of two (2) trees shall be planted for each single-family lot within the PUD. Deciduous trees shall have a minimum caliper of 2.5 inches and evergreen trees shall have a minimum height of 8.25 feet when planted. The location of these trees shall be to the satisfaction of the rural municipality. Variation from the number and dimensions specified may be granted with the approval of the developer.

10.2 Street lights

Ornamental street standard lighting shall be provided. The type of street lighting shall be similar in character and size to the street standard lighting illustrated in Appendix B, which is approximately fifteen (15) feet tall. The exact location of all such street lighting shall be to the satisfaction of the rural municipality.

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10.3 Public Reserve

The minimum amount of Public Reserve lands to be included within the PUD is identified on the subdivision plan included in Appendix A. The Public Reserve area is described as extending 98.4 feet (30 meters) east of the Vandal Street R.O.W., and 32.8 feet (10 meters) south of the northerly boundary of the subject property.

The Public Reserve land identified on the subdivision plan is being dedicated as it is not suitable for building sites or other development, due to its natural features and topography.

10.4 Riparian Protection

In order to protect riparian habitat along the Red River and the creek, the placement of buildings or structures and / or the removal of natural vegetation is not permitted within:

100 feet (30.5 meters) from the ordinary high water mark of the Red River (measured perpendicular from the ordinary high water mark); and

16.4 feet (5 meters) from the Public Reserve (measured perpendicular from the edge of the Public Reserve).

The location of Red River's ordinary high watermark is to be determined by a Manitoba Land Surveyor.

10.5 Flood Protection

The developable land within the PUD shall comply with any and all requirements of the Province of Manitoba and the Rural Municipality concerning flood proofing and mitigation.

11.0 Definitions

- 11.1 The definition of terms listed in the zoning by-law for the RM of West St. Paul shall apply to the terms listed within this PUD.
- 11.2 The PUD is meant to replace specific zone requirements set out within the RM of West St. Paul Zoning By-law. In the event of conflict between the provisions of this PUD and any other municipal by-law, or any restriction imposed by a

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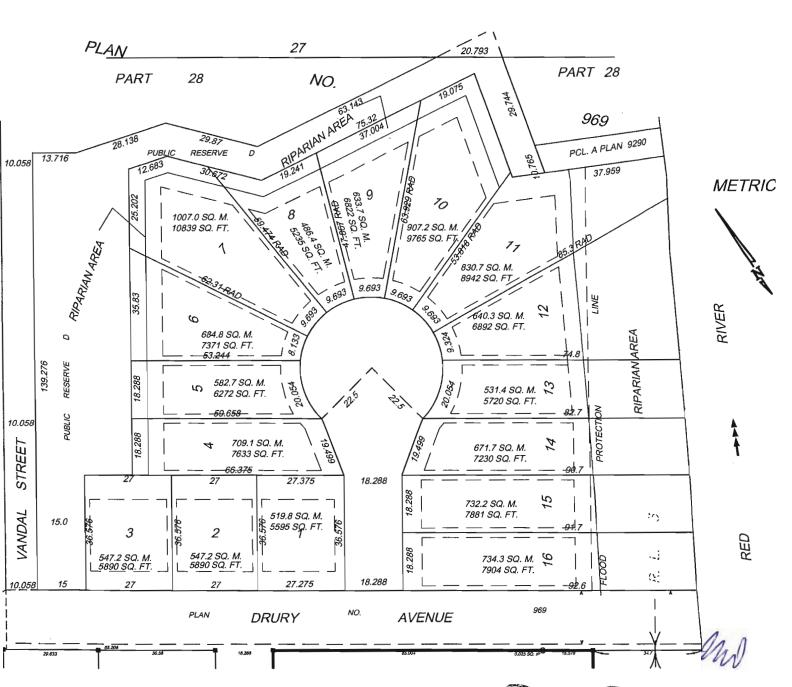
- government authority having jurisdiction to make such restrictions, the most restrictive provision shall govern.
- 11.3 If ambiguity arises, concerning the context or application of the PUD regulations, the Selkirk and District Planning Area Board shall set forth relevant information and its interpretation in a recommendation for the Rural Municipality's Council. Council shall consider the findings and interpretation of the SPDA and render a final decision and interpretation on the matter.

12.0 Title Registration

As outlined within the RM of West St. Paul Zoning By-law 2/99P, this PUD, which includes the requirements listed above, associated site plan(s) and other supporting documents outlined within the appendix, shall be regulated through a development agreement which is registered by means of a caveat filed in the Winnipeg Land Titles Office against the real property described as Lots 28/29 Plan 969, the SDPA Board permitting processes, and the approval of the developer upon review of primary structure plans.

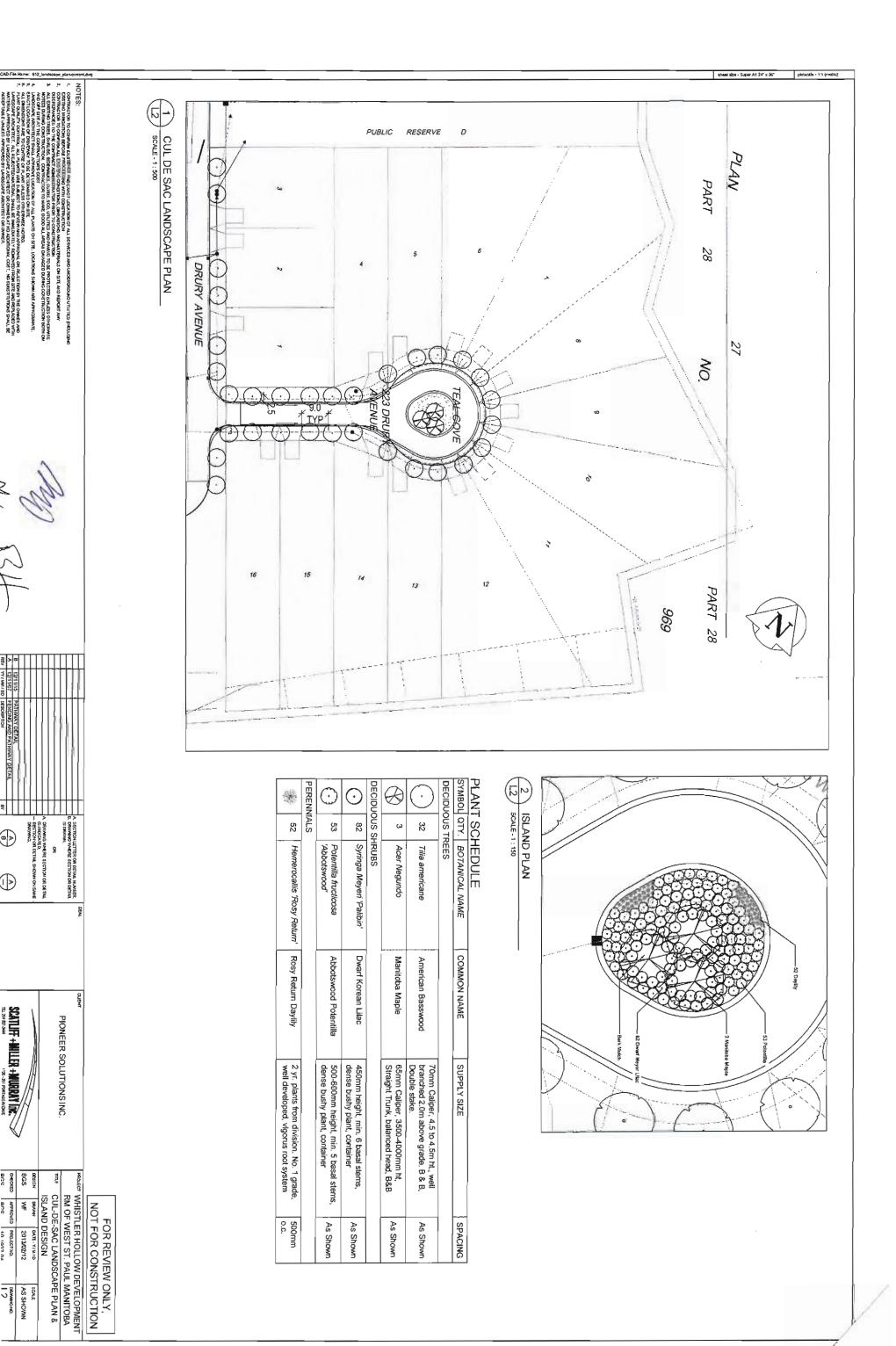
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APPENDIX - A (Subdivision Plan)



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Schedule "J"

A List of Acceptable Boulevard Trees

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

In the event that the Developer proposes to plant trees other than the list of trees provided herein, the Municipality must approve the proposed trees.

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SCHEDULE 'K'

Architectural Control Guidelines



The following Architectural Control Guidelines have been customized for Whistler Hollow and are intended to maintain a minimum standard of new construction within the development.

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Whistler Hollow v.1-2012

1.	PU	PRPOSE OF THE GUIDELINES	2
2.	AR	CHITECTURAL CONTROL DESIGN GUIDELINES APPLICABLITY	2
3.	AR	CHITECTURAL CONTROL APPROVAL PROCESDURE	2
4.	SUE	BMISSION REQUIREMENTS AND PROCUDURE	2
5.	DE	/ELOPER'S RIGHT TO REJECT SUBMISSIONS	3
6.	DE	VELOPER'S RIGHT TO APPROVE NON-CONFORMING SUBMISSIONS	3
7.	НО	USE DESIGN	3
	7.1.	Minimum House Size	3
	7.2.	House Massing	
	7 <i>.</i> 3.	House Exterior Colour Scheme	3
	7.4.	Roof Materials and Design	3
	7.5.	Roof Materials and Design VV TITS I LEFT I TIOLLOVV	4
	7.6.	Fascia Material and Design	4
	7.7.	Chimney Materials and Design	4
	7.8.	Garage Design and Location	4
	7.9.	Additional Design Requirements	5
8.	SIT	E DESIGN	5
	8.1.	Setback Requirements	5
	8.2.	Accessory Building Location	5
	8.3.	Accessory Building Materials	5
	8.4.	Driveway and Sidewalk Material and Design	5
	8.5.	Fencing	5
	8.6.	Plant Materials and Landscape Architecture	6
9.	DE	VELOPER LIABILITY	6
10	٥.	ACCEPTANCE	7

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Whistler Hollow v.1-2012

1. PUPRPOSE OF THE GUIDELINES

The purpose of these guidelines is to ensure a high quality, unified, aesthetically pleasing development. To accomplish this, the guidelines establish minimum development standards to be incorporated into all development within the Planned Area. All house and site plans will be reviewed for compliance with these guidelines.

2. ARCHITECTURAL CONTROL DESIGN GUIDELINES APPLICABLITY

The guidelines are applicable to all single family lots within the Whistler Hollow development.

3. ARCHITECTURAL CONTROL APPROVAL PROCESDURE

Prior to applying for a building permit the property owner, or authorized designate, must receive written endorsement from the Developer, or authorized designate, stating approval of the house and site plan. The Permitting Authority may not issue a building permit for any structure in the Planned Area without the written endorsement of the Developer. Written approval of the Property Owner's plans must accompany all building permit applications to the Permitting Authority.

4. SUBMISSION REQUIREMENTS AND PROCUDURE

The property owner agrees to comply with these guidelines upon purchase of their respective lot within the Planned Area. The Property Owners must submit the following information to the Developer to assess the proposed house and site plans for compliance with these guidelines.

- 4.1.1. House Plan: The complete set of house plans, elevations and sections, shall be to a scale of %" = 1 foot or 1:50 metric and shall be sufficient to show all elevations with proposed finishes, exterior colour schemes, plans at all levels including the basement, and at least one section sufficient to illustrate the arrangement of levels within the house, and any unusual structural systems.
- 4.1.2. Site Plan: The complete site plan shall show the location and distance to the property boundaries of all buildings, the location and material used for patios and sidewalks, the location and material of driveways, and the location of existing trees to be removed. In addition, the location of pools, and any fencing must be provided.

Upon receipt of the proposed house and site plan, the Developer will review the design for compliance with these guidelines. If the development is in compliance, the Developer will issue a compliance letter to the property owner. Should the proposed house or site plan have deficiencies, the Developer will provide the Property Owner with a list of the deficiencies which must be addressed. Once addressed, the plan must be resubmitted to the Developer. Should there be no further deficiencies the compliance letter will be issued.

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Page 2 0177

Whistler Hollow v.1-2012

5. DEVELOPER'S RIGHT TO REJECT SUBMISSIONS

The Developer reserves the right to reject unsatisfactory house or site plans or recommend changes required to meet the intent of the architectural controls. The Developer's decision on any approval matters will be final.

6. DEVELOPER'S RIGHT TO APPROVE NON-CONFORMING SUBMISSIONS

The Developer reserves the right to approve any house or site plan which does not conform to any guideline specified in Section 7 or 8 of this document.

7. HOUSE DESIGN

7.1. Minimum House Size

7.1.1. The minimum house size shall be 1500 gross square feet excluding basements, garage, porches and deck (covered or open) areas.

7.2. House Massing

- **7.2.1.** Massing of two-storey homes shall centre over the first storey and not over the garage.
- **7.2.2.** No house shall exceed two storeys in height.

7.3. House Exterior Colour Scheme

- **7.3.1.** Colour schemes should be midrange to darker earth tones for all exterior elevations.
- **7.3.2.** To avoid repetition, the colour scheme of previously approved neighbouring houses will be considered when evaluating proposed colour schemes.

7.4. Exterior House Materials and Design

- 7.4.1. The Developer encourages higher quality building materials and exterior finishes.
- 7.4.2. The Developer discourages repetitive house plans and elevations. Previously approved neighbouring houses will be considered when evaluating house plans.
- **7.4.3.** The use of brick, ornamental or natural stone is encouraged.
- **7.4.4.** Extensive use of stucco on the façade of the house is discouraged.
- 7.4.5. Consistency of style and material use is encouraged.
- 7.4.6. Exterior materials used on the façade should be carried around corners to the side of the house a minimum of 3 feet.

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Page 3 of 7

Whistler Hollow v.1.1-2013

- **7.4.7.** Coloured or mirror reflective glazing is not permitted.
- 7.4.8. The front entry should be designed as a key focal point. All windows and doors should be in harmony with the house style.

7.5. Roof Materials and Design

- **7.5.1.** All roof structures are encouraged to utilize roof slopes of not less than 5:12.
- 7.5.2. All exposed metal flashings, vents, stacks, etc., associated with roof finish must be finished to match the roof's general colour and appearance.
- 7.5.3. Acceptable roof finishes include thick-end asphalt shingles, cedar shingles, cedar shakes, concrete or slate tiles.
- 7.5.4. Locating plumbing stacks, vents, and non-featured chimneys on the rear portion of the roof is encouraged.

7.6. Fascia Material and Design

7.6.1. Fascia boards and trim are to be of aluminum or wood construction, painted/stained to be consistent with the house's exterior colour scheme.

7.7. Chimney Materials and Design

- 7.7.1. Permitted materials for exterior chimney construction include clay brick, siding, stucco or stone.
- 7.7.2. Exposed metal-insulated chimneys are not permitted.
- 7.7.3. Tops of chimneys should incorporate decorative detail.

7.8. Garage Design and Location

- 7.8.1. Alternative locations for garage doors, other than facade facing the street are encouraged, where lot size allows sufficient turning radii.
- 7.8.2. Garage doors facing the street must be either parallel or behind the house's façade where lot sizes permit.
- 7.8.3. Open carports are not permitted
- **7.8.4.** All houses must be designed with a two car garage or greater.

7.8.5. For Block 5 Lot 6, Lot 7, Lot 8, Lot 9, Lot 10, Lot 11 and Lot 12 refer to 81.2 M

Aural Control Guidelines

Whistler Hollow v.1.1-2013

7.9. Additional Design Requirements

- **7.9.1.** Trim boards are encouraged around all window frames.
- **7.9.2.** Windows should be fixed, casement or awning design, or combinations of the above, and are further encouraged to include details such as fixed mullion bars.
- **7.9.3.** Houses on corner lots may be required to have similar treatments on side elevations facing a street.

8. SITE DESIGN

8.1. Setback Requirements

- **8.1.1.** The minimum building setbacks as required by the Rural Municipality of West St. Paul shall apply.
- **8.1.2.** For Block 5 Lot 6, Lot 7, Lot 8, Lot 9, Lot 10, Lot 11 and Lot 12, due to the shape characteristics of the lots, minimum front yard setbacks have been set to 40'. Further, if needed, garage doors facing the street are permitted to project up to 10' in front of the main elevation of the house façade.

8.2. Accessory Building Location

8.2.1. All accessory buildings must be located within the rear yard.

8.3. Accessory Building Materials

8.3.1. Accessory buildings must be constructed of the same materials, colour scheme and approximate roof pitch as the house.

8.4. Driveway and Sidewalk Material and Design

- **8.4.1.** Permitted materials for driveway construction include interlocking pavers, cast-in-place concrete, and asphalt.
- 8.4.2. Sidewalks should be designed to be consistent with driveway material. No pre-cast slab paver sidewalks are permitted in front yard.
- 8.4.3. No more than one driveway shall be constructed for each lot and the driveway shall not have more than one access to the street.

8.5. Fencing (M)

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8.5.1. All fencing within the subdivision will be coordinated with respect to both design and materials.

- **8.5.2.** All fencing must be constructed out of either cedar or treated lumber. Chain-link fencing is not permitted.
- **8.5.3.** Fencing requirements as required by the Rural Municipality of West St. Paul shall apply.

8.6. Plant Materials and Landscape Architecture

- **8.6.1.** Applicants are strongly encouraged to develop plans which preserve existing trees, and concessions and/or adjustments may be made to those applicants who manipulate designs to accommodate preservation.
- **8.6.2.** Patios may be permitted in front or side yards, at the discretion of the Developer, if they are designed as unique entry features and enhance the garden character of the property.
- **8.6.3.** All swimming pools, decks, patios, and related hard surface landscape architecture must be located in the rear of each lot and must be screened from public view and from street side.

9. DEVELOPER LIABILITY

- **9.1.** Nothing herein contained shall be construed or implied as imposing on the Developer any liability in the event of noncompliance with or non-fulfillment of any of the covenants, conditions, or stipulations herein contained, or contained in any conveyance or other agreement pertaining to any of the lots.
- 9.2. Nothing contained in these requirements shall be construed as imposing any liability upon the Developer or the owner for damage resulting from structural defects in any structure erected on any lot with approval nor any responsibility in connection with the site selected for any structure by any owner nor for the determination of lot boundaries.
- 9.3. Neither the Developer or owner/builder, nor any of their respective agents, servants and employees shall be liable for any or all loss, costs, liabilities, claims, damages or injury to any person arising out of:
 - 9.3.1. the approval or deemed approval of any building plans, or
 - 9.3.2. a failure to enforce any of the provisions herein contained; and whether caused by the negligence or willful act of the Developer or owner/builder, Developer or any of their respective agents, servants or employees or otherwise (herein collectively called the "Liabilities"). Each of the owners of the lots from time to time hereby releases jointly and

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> severally the Developer, owner/builder and each of their respective agents, servants and employees, in respect to the Liabilities.

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Lot:	Block:	Plan:
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Dated this ______ , 2012.

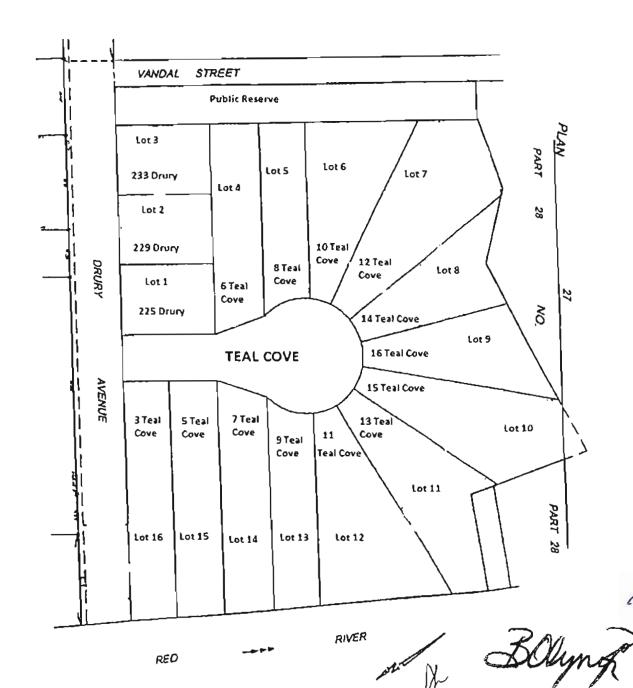
Witness ______ Purchaser/s _____

30 yrga rear

CIVIC ADDRESSES - WHISTLER HOLLOW PUD

Lot 1	225 Drury
Lot 2	229 Drury
Lot 3	233 Drury
Lot 4	6 Teal Cove
Lot 5	8 Teal Cove
Lot 6	10 Teal Cove
Lot 7	12 Teal Cove
Lot 8	14 Teal Cove

Lot 9	16 Teal Cove
Lot 10	15 Teal Cove
Lot 11	13 Teal Cove
Lot 12	11 Teal Cove
Lot 13	9 Teal Cove
Lot 14	7 Teal Cove
Lot 15	5 Teal Cove
Lot 16	3 Teal Cove



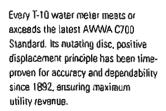


T-10 METER



SIZES: 5/8"

I 10 water ineters are warranted for performance, materials, and workmanship





The T-10 water mater consists of three major assemblies: a register, a lead free high copper alloy maincase, and a nutating disc measuring chamber.

The T-10 mater is available with a variety of register types. For reading convenience, the register can be mounted in one of four positions on the meter.

The corrosion-resistant lead free high copper alloy maincase will withstand most service conditions; internal water pressure, rough handling, and in-line piping stress.

The innovative floating chamber design of the nutating disc measuring element protects the chamber from frost damage while the unique chamber seal extends the low flow accuracy by sealing the chamber outlet port to the maincase outlet port. The nutating disc measuring element utilizes corrosion-resistant materials throughout and a thrust roller to minimize wear.

Neptune provides a limited warranty with respect to its T-10 water meters for parformance, materials, and workmanship.

When desired, maintenance is easily accomplished either by replacement of major assemblies or individual components.

All T-10 water meters are guaranteed adaptable to our ARB®V, ProRead™ (ARB VI) AutoDetect, E-Coder® (ARB VII), E-Coder|R900; TRICON®/S, TRICON/E®3, and Neptune meter reading systems without removing the meter from service.

> ED2B11RDM1 5/8 X 3/4 T-10 R9001 IN M3 417-T3M3 3/4" METER TAIL W/GASKET

Register

KEY FEATURES

- · Magnetic drive, low torque registration ensures accuracy
- · Impact-resistant register
- · High resolution, low flow leak detection
- · Bayonet style register mount allows in-line serviceability
- Tamperproof seal pin deters theft
- · Date of manufacture, size, and model stamped on dial face
- Lead Free Maincase
 - Made from lead free high copper alloy
 - . NSF/ANSI 61 certified. Annex F and Annex G compliant
 - · Lifetime guarantee
 - · Resists internal pressure stresses and external damage
 - Handles in-line piping variations and scresses
 - · Lead free high copper alloy provides residual value vs. plastic or composite
 - Electrical grounding continuity
- Nutating Disc Measuring Chamber
 - Positive displacement
 - · Widest effective flow range for aunavan mumixem
 - · Proprietary polymer materials maximize long-term accuracy
 - Floating chamber design is unaffected by meter position or in-line plping stresses

Adaptability to all present and future systems for Rexibility is available only with Neptune's ARB® Utility Management Systems™.

SYSTEMS COMPATIBLITY

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CONSTRUCTION

GUARANTEED SYSTEMS COMPANDRIFF

