

AG 18/14
DASZ 18/2014

Finance No. _____

THIS AGREEMENT made in duplicate effective the 17th day of July, 2013

BETWEEN:

THE CITY OF WINNIPEG,
("City")

OF THE FIRST PART,

- and -

NORTH GRASSIE PROPERTIES INC.
duly registered to carry on business in Manitoba
("Developer")

OF THE SECOND PART.

WHEREAS:

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

Developer's Initials: _____

City's Initials: _____

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

1. Definitions

Unless the context otherwise requires, where used herein:

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

2. Contract Documents

The Agreement comprises the following:

- a) The main body consisting of 16 pages;
- b) Schedule "A" – legal description of the Planned Area;
- c) Schedule "B" – plan of subdivision outlining the Planned Area;
- d) Schedule "C" - special terms regarding the installation of municipal services and fee payments;

Developer's Initials: _____

City's Initials: _____

- e) Schedule "D" – construction, installation and maintenance specifications;
- f) Schedule "E-1" and "E-2", – conceptual servicing drawings for the Planned Area;
- g) Schedule "F" – form of Letter of Credit;
- h) Schedule "G" - map showing location of sidewalks and Active Transportation Paths;
- i) Schedule "H" – map showing location of proposed off leash dog park;
- j) Schedule "I" – map showing proposed phasing;
- k) Schedule "J" – Map showing location of proposed Nature Reserve area; and
- l) Any written variation of, or amendment or addition to, this Agreement or any of the Schedules, signed by the Developer and by or on behalf of the Director of Public Works or the Director of Water and Waste or the Director of Planning, Property and Development, all of which are and shall be binding upon the parties hereto as fully and to the same extent as if set out herein.

3. Subdivision and Zoning

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

4. General Instructions

- a) No development, including excavation, landscaping improvements and parkland development, shall take place within or to serve the Planned Area without application to and the approval of the Director of Public Works and the Director of Water and Waste and the Director of Planning, Property and Development.
- b) Before commencing any work, the Developer shall familiarize itself with all the relevant City designs and specifications, and agrees that all materials and workmanship installed or carried out by the Developer shall conform to the requirements of this Agreement, including the documents described in the Schedules to this Agreement. If there is any conflict between those requirements and the requirements of the Director of Public Works, the Director of Water and Waste, or the Director of Planning, Property and Development under this Agreement, those Directors' requirements shall apply.
- c) The Developer shall grant to the Director of Public Works and the Director of Water and Waste and their delegates free and uninterrupted access to any and all parts of

Developer's Initials: _____

City's Initials: _____

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

5. Taxes

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

6. Approvals for City-Shared Services

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

7. Controls Over Installation of Municipal Services and Landscaping

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

Developer's Initials: _____

City's Initials: _____

- c) The Developer agrees that where any of the improvements, municipal services and/or works provided for in this Agreement will be installed across lands owned by the Developer or private owners, the Developer shall, at its sole cost and expense, at the request of the City, obtain and provide the City with easements in a form satisfactory to the City Solicitor, to enable the City to access said lands to service, repair and maintain such improvements, municipal services or works.

8. Privately Owned Lands

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

9. Planned and Orderly Development

- a) In order to ensure an orderly development, the Developer agrees:
 - (i) to install wastewater sewers, land drainage sewers, and watermains required to service the Planned Area, in an orderly sequence as directed by the Director of Water and Waste; and
 - ii) after installing the wastewater sewers, land drainage sewers and watermains, to install the street pavements, lane pavements, sidewalks, signage and lighting

Developer's Initials: _____

City's Initials: _____

required to service the Planned Area, in an orderly sequence as directed by the Director of Public Works.

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

10. Insurance

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

11. Letters of Credit

Developer's Initials: _____

City's Initials: _____

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

Developer's Initials: _____

City's Initials: _____

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

12. Tidiness

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

13. Remedies Cumulative and Not Alternative

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

Developer's Initials: _____

City's Initials: _____

14. Maintenance and Indemnities

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

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

15. General Indemnity by the Developer

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

Developer's Initials: _____

City's Initials: _____

16. Performance by the City

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

17. Extensions

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

18. Term of the Agreement

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

19. Arbitration Procedure

Should a dispute arise between the Developer and the City as to any of the terms, covenants, conditions or provisions contained herein or contained in the Schedules attached hereto, or as to their interpretation or applicability, or as to any sums payable hereunder (with the exception of those matters as set out in the Agreement which are to be completed to the sole satisfaction of or decided solely by the

Developer's Initials: _____

City's Initials: _____

Director of Public Works and/or the Director of Water and Waste), then the matter shall be referred to a single arbitrator, if the parties can mutually agree upon one, otherwise to a board of three arbitrators, who shall be qualified engineers or, in the case of landscaping improvements and parkland development, landscape architects. One arbitrator shall be appointed by the Developer, one arbitrator shall be appointed by the City, and the third arbitrator shall be appointed by the first two appointed arbitrators.

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

20. Authority and Capacity to Contract

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

Developer's Initials: _____

City's Initials: _____

the rest of the Agreement, and the rest and remaining portion of the Agreement shall be valid and shall remain in full force and effect.

21. Default by the Developer

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

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

22. General Provisions

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

Developer's Initials: _____

City's Initials: _____

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

(i) Delivered personally to the City at:

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

Attention: Director of Legal Services and City Solicitor

Delivered personally to the Developer at:

NORTH GRASSIE PROPERTIES INC.
25094 Mission Park PO
Kelowna, British Columbia
V1W 3Y7

Attention: Mr. John E. Wiebe

or

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

City: 204 947 9155

Developer

or

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

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

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

e) This Agreement shall be read with such changes of number or gender as the context may require.

f) If the Developer is more than one person or entity, the covenants of the Developer shall be deemed joint and several.

g) This Agreement shall be interpreted under and is governed by the laws of the Province of Manitoba and of Canada as applicable, and except where provision for arbitration is specifically provided for in this Agreement, is subject to the exclusive jurisdiction of the courts of the Province of Manitoba.

Developer's Initials: _____

City's Initials: _____

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

23. Payments

Unless otherwise provided in this Agreement:

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

Developer's Initials: _____

City's Initials: _____

and Waste and payable in an equivalent amount in then current dollars based on the then current Statistics Canada Cost of Living Index.

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

SIGNED, SEALED AND DELIVERED this _____ day of _____, 2015

BY:

THE CITY OF WINNIPEG

Per: _____
for Director of Planning, Property and Development

AND this (1) _____ day of (1) _____, 2015

NORTH GRASSIE PROPERTIES INC.

Per (signature): (2) _____

Name (print): (3) _____

Title (print): (4) _____ (5) affix
corporate seal)

(6) _____
WITNESS (signature):

(7) _____
Name (print):

(8) _____
Address (print):

Per (signature): (2) _____

Name (print): (3) _____

Title (print): (4) _____

I/We have authority to bind North Grassie Properties Inc.

Developer's Initials: _____

City's Initials: _____

CERTIFIED as to engineering details:

Planning, Property and Development Department
Land Development Branch

Legally Reviewed and Certified as to legal form:

for Director of Legal Services and City Solicitor

CERTIFIED as to engineering details:

Water and Waste Department

CERTIFIED as to engineering details:

Public Works Department
Transportation Division

CERTIFIED as to Park and Landscaping Details:

Planning, Property and Development Department
Urban Design Division

GJ/gj

Developer's Initials: _____

City's Initials: _____

SPECIAL TERMS

SECTION I – SERVICING

1. Wastewater Sewers

- a) The Developer shall, at no expense to the City, construct and install wastewater sewers required to serve the Planned Area, as determined by and to the satisfaction of the Director of Water and Waste.
- b) If the Developer wishes to proceed prior to the installation of the wastewater interceptor sewer extension planned to be installed by others planned in 2017/2018, the Developer may construct and install the interceptor wastewater Sewer extension subject to the approval by the Director of Water and Waste.
- c) The City shall reimburse the Developer the costs to construct and install the interceptor wastewater sewer extension, if constructed by the Developer, in accordance with the Development Agreement Parameters when Capital funding is approved by Council.

2. Watermains

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

3. Lot Line Servicing

- a) The Developer shall, at no expense to the City, construct and install wastewater and water building services from the wastewater sewer and watermain to service all single-family and two-family lots within the Planned Area, as determined by and to the satisfaction of the Director of Water and Waste.
- b) The Developer shall ensure that each sewer service remains plugged from installation until the foundation excavation has been backfilled and the roof of the dwelling has been sheathed, after which the house sewer may be connected. The Developer hereby agrees to indemnify the City against all

Developer's Initials: _____

City's Initials: _____

SPECIAL TERMS

actions, claims, demands, damages, losses and costs, including legal and court costs, suffered or incurred by the City arising out of any failure to do so.

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

4. Land Drainage Sewers

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

5. Regional Stormwater Management Facilities

- a) The Developer shall construct and bridge-finance the cost of constructing naturalized regional stormwater management facilities within the Planned Area, in accordance with the "Criteria for Stormwater Management" (adopted by City Council on April 25, 2001), as determined by and to the satisfaction of the Director of Water and Waste.
- b) (i) The Developer shall pay its share of the cost of the regional stormwater management facilities, as determined by the Director of Water and Waste.
(ii) If the Developer's cost of constructing the regional stormwater management facilities is greater than the Developer's share of that cost [as the Director of Water and Waste determines that share in accordance with clause b)(i)], the City shall reimburse the Developer for the amount of the difference [as the amount of the difference is determined by the Director of Water and Waste] upon City Council approving capital funding for that reimbursement. In accordance with the Development Agreement Parameters, interest will be added to the amount of the difference from the first anniversary of substantial completion of construction of the regional stormwater management facilities.

Developer's Initials: _____

City's Initials: _____

SPECIAL TERMS

- (iii) If the Developer's cost of constructing the regional stormwater management facilities is less than the Developer's share of that cost [as the Director of Water and Waste determines that share in accordance with clause b(i)], the Developer shall pay the difference to the City on demand.

- c) The Developer shall, prior to construction, provide a separate Letter of Credit in the amount of 15% of the construction cost of the regional stormwater management facilities and associated works to the satisfaction of the Director of Water and Waste. The City shall release this separate Letter of Credit to the Developer upon issuance of the Final Acceptance Certificate.

- d) The Developer shall, at no expense to the City, grade, level, and vegetate the public land components of the stormwater retention basins in accordance with construction plans and specifications approved, prior to installation of the basins, by the Director of Water and Waste and the Director of Public Works.

- e) Notwithstanding any other provision of this agreement regarding a warranty period, the Developer shall be responsible for maintenance of the stormwater retention basins, including naturalized channels, as determined by and to the satisfaction of the City, for the following time periods:
 - (i) 2 years following Construction Completion for the physical construction of the stormwater retention basins including excavation and hard infrastructure; and
 - (ii) 5 years following Construction Completion for the vegetation planting.

- f) The Developer shall enter into an agreement to caveat all private lots abutting the stormwater management basins, outlining the special conditions for the maintenance of the vegetated areas at the rear of the private lots as determined by and to the satisfaction of the Director of Public Works.

- g) The Developer shall, at no expense to the City, develop a performance specification for the stormwater management basins, to the satisfaction of the Director of Public Works that assesses the constructed wetlands vegetative condition. The Developer shall also conduct routine vegetation assessments for 5 years following construction of the basins, to determine whether the

Developer's Initials: _____

City's Initials: _____

SPECIAL TERMS

wetland vegetation is meeting the performance specification, and shall take appropriate remedial action, where necessary, as determined by the Director of Public Works.

- h) As a condition of issuance of a Final Acceptance Certificate, the Developer shall, at no expense to the City, prepare an operation manual for the stormwater management basins that will ensure the long-term viability of the wetlands by maximizing ecological benefits and minimizing maintenance, to the satisfaction of the Director of Public Works.

6. Lot Grading

- a) Prior to the issuance of building permits, the Developer shall, at no expense to the City:
 - (i) submit to the City, for approval, a lot grading plan for the Planned Area, prepared by a municipal engineer; and
 - (ii) construct all swales, catchbasins, and leads necessitated by the approved lot grading plan.
- b) Upon registration of the approved plan of subdivision mylars in the Land Titles Office, the Developer shall, at no expense to the City, provide to the City all easements the City considers necessary with respect to the installation, construction, maintenance, and replacement of swales, catchbasins, and leads for drainage of the Planned Area.
- c) The Developer shall dedicate all land and provide all easements necessary to accommodate the required stormwater retention and land drainage facilities in the Planned Area, as determined by the Director of Water and Waste and in accordance with the City's Development Agreement Parameters.

7. Pavement

- a) The Developer shall, at no expense to the City, construct Portland cement concrete pavements to widths of 7.5m, 8.0m and 10.0m and thickness of 150mm and 200mm respectively in all streets within the proposed subdivision, and all related works including, but not necessarily limited to ornamental street lighting, boulevard landscaping and land drainage sewer, as determined by and to the satisfaction of the Director of Public Works.

Developer's Initials: _____

City's Initials: _____

SPECIAL TERMS

- b) The Developer shall, at no expense to the City, construct, within the proposed public lanes within the Planned Area serving single or two-family residential development, 5.0m wide by 150mm thick Portland cement concrete pavements, and, within the proposed public lanes within the Planned Area serving multi-family residential and commercial development, 6.0-m-wide by 150-mm-thick Portland cement concrete pavements, as determined by, and to the satisfaction of, the Director of Public Works
- c) The Developer shall, at no expense to the City, construct 150mm thick Portland cement concrete pavements to widths of 6.0m within the proposed frontage roads within the Planned Area and all related works including, but not limited to, boulevard landscaping and drainage works, all as determined by, and to the satisfaction of, the Director of Public Works.

8. Sidewalks

The Developer shall, at no expense to the City:

- a) construct 1.5m wide by 100mm thick Portland Cement sidewalks and 3.5m wide asphalt Active Transportation pathways as shown on the attached Sidewalk/AT Path location plan (Schedule "G"),
- b) construct all sidewalks concurrently with the pavements with which they share the right-of-way;

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

9. Redonda Street

The Developer shall, at no expense to the City, construct the following and all related works, in Redonda Street from Gunn Road to the existing terminus of the urban cross-section;

- a) 2-8.0m wide by 200mm thick reinforced Portland cement concrete lanes of pavement complete with land drainage sewers and a median with landscaping and splash strip, and all related works in Redonda Street from Gunn Road to Public Road 13/Public Road 14, with an appropriate

Developer's Initials: _____

City's Initials: _____

SPECIAL TERMS

transition south of Public Road 13/Public Road 14 to a 10m wide by 200mm thick reinforced Portland cement concrete complete with land drainage sewer to the existing terminus of the urban cross-section;

- b) a 1.5m in width by 100mm in thickness Portland cement concrete sidewalk on one side and an asphalt multi-use path on the other side, on a standard alignment 0.3m from the property line from Gunn Road and the existing terminus of the sidewalks;
- c) ornamental street lighting on both sides;
- d) boulevard landscaping (sod and trees) on both sides;
- e) pay the full cost to convert any existing overhead services along Redonda Street, abutting the Planned Area to underground; and
- f) pay all costs associated with the relocation of street lights and other utilities along Redonda Street, abutting the Planned Area;

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

10. Traffic Control Signals

- a) The Developer shall pay to the City, on demand, 100% of the costs of the installation of traffic-control signals and all related works including, but not limited to, pedestrian and vehicular actuation and interconnection to adjacent traffic-control signals, countdown and audible pedestrian signals at the intersection of Redonda Street and Gunn Road, when and as determined by the Director of Public Works.
- b) The Developer shall pay to the City, on demand, 25% of the costs of the installation of traffic-control signals and all related works including, but not limited to, pedestrian and vehicular actuation and interconnection to adjacent traffic-control signals, countdown and audible pedestrian signals and road modifications at the intersection of Plessis Road and Gunn Road, prior to the issuance of building permits to the satisfaction of the Director of Public Works.

Developer's Initials: _____

City's Initials: _____

SPECIAL TERMS

- c) The Developer shall pay to the City, on demand, 50% of the costs of the installation of traffic-control signals at the intersection of Day Street and Gunn Road, prior to the issuance of building permits for phase 4 shown on Schedule "I", to the satisfaction of the Director of Public Works.

11. Pedestrian Crossing Control

The Developer shall pay to the City, on demand and in Phase I, 50% of the costs of the installation of the appropriate pedestrian crossing control and all related works, where Redonda Street intersects with the Transcona Trail, as shown on Schedule "G" to the satisfaction of the Director of Public Works.

The Developer shall install three marked crosswalks on Wild Flower Trail at the locations indicated in blue ink, as outlined on Schedule "G" to the satisfaction of the Director of Public Works..

12. Temporarily Dead-Ended Streets

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

13. Boulevards

- a) The Developer shall, at no expense to the City, sod, and plant trees on, all boulevards within and fronting on the Planned Area, all in accordance with City specifications and guidelines and, where required, with concept plans prepared

Developer's Initials: _____

City's Initials: _____

SPECIAL TERMS

by the Developer and submitted to, and approved by, the Director of Public Works.

- b) The Developer shall, at no expense to the City, install a combination of shrubs and trees along the Gunn Road berm to aid in sound attenuation and dust suppression as to the satisfaction and approval of the Director of Public Works.
- c) The Developer shall, at no expense to the City, maintain the sod for a period of one year and the trees for a period of two years, in accordance with specifications approved by the Director of Public Works.

14. Restriction on Private Approaches

- a) There shall be no private approaches serving single-family or two-family residential development off residential collector streets (i.e. rights-of-way 22.0m or wider).
- b) No private approaches will be permitted off of Gunn Road.

15. Two Means of Vehicular Access

The Developer shall, at no expense to the City, ensure that two means of paved vehicular access are available at all times to each stage of development of the Planned Area, to the satisfaction of the Director of Public Works. This may require the construction of temporary paved roadways by the Developer and the provision of easements or rights-of-way by the Developer to the City.

16. Construction-Traffic Access

The Developer shall, at no expense to the City:

- a) ensure that construction traffic uses access routes determined by the Director of Public Works;
- b) maintain those access routes in a clean, dust-free condition, free of dropped and tracked-on mud; and

Developer's Initials: _____

City's Initials: _____

SPECIAL TERMS

- c) undertake the regular cleaning, including but not limited to scraping and sweeping, of those access routes and all streets within the Planned Area until building construction, including landscaping, is complete,

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

17. Development Information Signage

Prior to construction, the Developer shall, at no expense to the City, obtain the approval of and install, and subsequently maintain, at the entrances to the Planned Area, development information signs,

- a) containing no advertising,
- b) showing the Planned Area and adjacent heavy industrial area,
- c) zoning information,
- d) a north directional arrow,
- e) proposed sidewalks, walkways and active transportation facilities,
- f) community mail boxes,
- g) parks,
- h) land drainage retention facilities,
- i) natural tree stands,
- j) multiple family sites and commercial sites,
- k) CEMR Pine Falls subdivision,
- l) collector and arterial streets,
- m) the future Chief Peguis Trail and the Perimeter Highway;

all with the approval of the East Kildonan-Transcona Community Committee, and to the satisfaction of, the Director of Planning, Property and Development.

18. Future Chief Peguis Trail Signage

Upon commencement of construction, the Developer shall, at no expense to the City, install, at the east and west ends of the Planned Development Area within the Gunn Road right-of-way, two-8ft.X8ft. signs identifying Gunn Road

Developer's Initials: _____

City's Initials: _____

SPECIAL TERMS

as the future extension of the Chief Peguis Trail Expressway subject to the approval of the East Kildonan-Transcona Community Committee.
The Developer shall maintain the signs until full build out of the residential development.

19. Truck Entrance Signage

The Developer shall, at no expense to the City upon commencement of construction, install two truck entrance signs, in accordance with the Manual of Uniform Traffic Control Devices for Canada, A-3.7.4 truck entrance sign (WC-8) standards or the latest manual thereof, identifying the Border Chemical entrance on Gunn Road. These signs are subject to the approval of the East Kildonan-Transcona Community Committee and to the satisfaction of the Director of Public Works.

20. Street Name Signs

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

21. Berm/Fencing

- a) The Developer shall, at no expense to the City, construct within the rear yards of all one and two family lots abutting Gunn Road, a uniform noise attenuation feature of no less than 4.00m in height, consisting of no less than a 1.52m in height landscaped berm and no less than a 1.8m in height solid noise attenuation fence, to the satisfaction of the Director of Public Works. The Developer is to permit the City to file a caveat against the title of each of these proposed lots abutting Gunn Road requiring the owner(s) to maintain and/or repair or replace the fence as originally constructed, to the satisfaction of the Director of Public Works. The berm is not to be constructed within the future widening of Gunn Road.
- b) The Developer shall, at no expense to the City, provide continuous chain link or other approved type of fencing along all properties abutting public reserve

Developer's Initials: _____

City's Initials: _____

SPECIAL TERMS

land. The Developer is to permit the City to file a caveat against the title of each of these proposed lots requiring the owner(s) to maintain and/or repair or replace the fence as originally constructed, to the satisfaction of the Director of Public Works.

- c) The Developer shall, at no expense to the City and prior to the development of the light industrial park and the Nature Reserve open space area , construct a fence that would restrict access to Griffin Wheel Property as a location and to the satisfaction of the Director of Public Works. The City shall endeavor to obtain payback to the Developer of all benefitting property owners through future Development Agreements.

22. Lot Setbacks

Where single and two family residential lots back onto Gunn Road, the said lots are to be established with a minimum rear yard setback of 70.48m from the south limit of the existing Gunn Road right-of-way.

23. Public Reserve

- a) The Developer shall dedicate as Public Reserve at least 8% of the land contained within the overall development area and shall, at no expense to the City, undertake landscape improvements and pay its share of the cost of services in streets abutting the dedicated land all in accordance with plans and specifications approved by the East Kildonan-Transcona Community Committee and the Director of Public Works. If the Developer is unable to dedicate a full 8% of the land, the Developer shall dedicate an amount of land satisfactory to the Directors of Public Works and Property, Planning & Development, and compensate the City for any shortfalls in the amount of land, servicing and improvements not provided, at the then current values, by payment of cash, or, by the provision of an equivalent value of additional site amenities in the Public Reserves within the Planned Area, as approved by the Directors of Public Works and Planning Property and Development.
- b) Landscape improvements of the Public Reserve lands shall be done in accordance with plans and specifications provided by the Developer and approved, prior to the commencement of construction, by the Director of Public Works. The scope of landscaping shall include grading, sodding, land

Developer's Initials: _____

City's Initials: _____

SPECIAL TERMS

drainage, and irrigation in accordance with the Development Agreement Parameters. If the City deems the provision of irrigation is not required, the Developer shall provide compensation in the form of site amenities of a predetermined equivalent value.

- c) The Developer shall provide, at no expense to the City, pathways through the development and at walkway connections to provide pedestrian and/or bicycle connectivity, as determined and approved by the Director of Public Works.
- d) In circumstances where a path is intended to cross over a berm the Developer shall ensure the grading is designed to accommodate the pathway and still comply with Universal Design requirements.
- e) The Developer shall assume responsibility for all Public Reserve sites until they are developed, and throughout the maintenance period until Final Acceptance Certificate for Parks has been issued by the Director of Public Works.
- f) The Developer shall, at no expense to the City, maintain Public Reserve improvements, in accordance with specifications approved by the Director of Public Works, for a period of two years following the issuance of a Construction Completion Certificate. The City reserves the right to impose longer maintenance terms for amenities and features, such as naturalized areas, that the Director of Public Works deems to be beyond the standard scope of public reserve improvements.
- g) Securities for Public Reserve improvements shall be reduced following the issuance of a Construction Completion Certificate and site inspection and approval by the City, but shall not be released in full until Final Acceptance certificate for parks has been issued and as-built drawings have been received and accepted as complete by the Director of Public Works.

24. Nature Reserve

The Developer shall, upon registration of the plan of subdivision, transfer at no cost to the City no less than 25 acres of land designated as Public

Developer's Initials: _____

City's Initials: _____

SPECIAL TERMS

Reserve to be used for the establishment of a Nature Reserve open space area. The final location and configuration as shown in Schedule "J" shall be approved by the Director of Property, Planning and Development.

25. Nature Reserve Berm

The Developer shall, within the first three years of construction, at no expense to the City, install a minimum 4.1m high noise attenuation berm along the west edge of the Nature Reserve lands as approved and to the satisfaction of the Director of Public works.

26. Utilities

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

27. Litter and Refuse Control and Clean-Up

- a) The Developer shall, at no expense to the City, and of its own volition, initiate and control the regular cleanup of litter and refuse from the contractors and builders for this development, both on-site and off-site, during the installation of services and construction of buildings, until substantial completion of all construction, as determined by and to the satisfaction of the Director of Public Works.
- b) The cleanup of litter and refuse shall be done on a regular basis as determined by the Director of Public Works. This shall include initiating action

Developer's Initials: _____

City's Initials: _____

SPECIAL TERMS

and assuming any costs in remedying the situation to the satisfaction of the Director of Public Works.

28. Survey Monuments

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

29. Gunn Road Right of Way Widening

The City shall pay to the Developer for the additional right of way required to widen Gunn Road upon final build out of the Planned Area, or sooner, if required and as determined by the Director of Public Works. Payment shall be made in accordance with the Land Value section of the Development Agreement parameters at the annual rate when payment is made.

30. Roundabout on Redonda Street

- a) The Developer shall, at no expense to the City, install a traffic roundabout at the intersection of Redonda Street and Public Road 13 in accordance with City of Winnipeg Standards and in conjunction with the first phase of development, to the satisfaction of Director of Public Works.
- b) Plans for the landscaping within the interior of the roundabout shall be submitted and approved by the East Kildonan-Transcona Community Committee.

Developer's Initials: _____

City's Initials: _____

SPECIAL TERMS

31. Bus Shelters

The Developer shall, at no expense to the City install 4 (nonheated) bus shelters at locations when and as determined by and to the satisfaction of the Director of Transit.

32. Off Leash Dog Park

- a) Subject to permitted use of land by Manitoba Hydro, the Developer shall, at no expense to the City, install fencing, pathways to access, signage, and other dog park amenities, as determined by the East Kildonan-Transcona Community Committee, to accommodate the proposed off leash dog park located within the Manitoba Hydro Transmission Corridor as shown on Schedule "H", to the satisfaction of the Director of Public Works and Manitoba Hydro.
- b) Work shall be completed in the same construction season as the southern leg of Public Road 1 is constructed.
- c) All plans shall be submitted and approved by the East Kildonan-Transcona Community Committee.
- d) In the event that the public road is not construction by the second year of this development, the off leash dog park be installed with pathway access via the Transcona Trail.
- e) In the event that Manitoba Hydro does not approve the off leash dog park on the Manitoba Hydro corridor, a similar size dog park be transferred to the 25 acre nature reserve lands outlined in Transcona North Precinct Plan By-law 1/2014, and conditions 32.a),b) and c), in terms of plan approval be applied.

Developer's Initials: _____

City's Initials: _____

SPECIAL TERMS

SECTION II – LAND ACQUISITION AND DEDICATION

1. Stormwater and Public Reserve Area

The Developer shall, upon registration of the approved Plan of Subdivision, convey to the City Public Reserves A, B, C, D and E as shown on Schedule B-1 to be used for Public Reserves and stormwater impoundment purposes. The total area of the Public Reserves is calculated as 19.47 acres, which includes 7.36 acres to be used for stormwater impoundment purposes.

2. Public Reserve Dedication

a) The Developer is required to dedicate 11.12 acres of land as Public Reserve, calculated as follows:

Total Planned Area	159.00 acres
less Gunn Road widening	(7.96) acres
less MIT (perimeter) widening	(4.62) acres
less storm water basin (water component)	(5.89) acres
less storm water basin (land component)	(<u>1.47) acres</u>
Net land subject to dedication	139.06 acres

Dedication required (139.06 acres X 8%) 11.12 acres

b) The net park dedication provided is 12.11 acres of land, calculated as follows:

Total Public Reserve Areas	19.47 acres
less storm water basin (Water Component)	(5.89) acres
less storm water basin (Land Component)	(<u>1.47) acres</u>

Net Park Dedication provided 12.11 acres

c) The result is an over dedication of 0.98 acres which satisfies the condition set forth with Section I, Clauses 23 a).

Developer's Initials: _____

City's Initials: _____

SPECIAL TERMS

SECTION III – COSTS AND FEES

1. By-laws and Approvals

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

2. Professional Fees

- a) The Developer shall provide a summary of all costs incurred for the preparation of Precinct Plan "1" in order to establish an Area Charge for the Precinct Plan, as determined and approved by the Director of Property, Planning and Development. The City shall reimburse the Developer the amount in excess of the Developer's Area Charge as monies are collected from benefitting lands.
- b) The Developer shall pay the full cost of all design services, including preliminary engineering studies, servicing reports, servicing criteria, construction drawings and specifications, and grading and landscaping plans and specifications, to be provided by Consulting Engineer(s) approved by the City, for the design of the municipal services, and associated works required to serve the Planned Area;
- c) The Developer shall pay the full cost of construction and landscaping supervision services provided by or on behalf of the City for field inspection, preparation of progress estimates, provision of as-built drawings by March 31 of the year following substantial performance of the work, and all other engineering consulting services related to the installation and acceptance of municipal services, and all associated works to serve the Planned Area.

Developer's Initials: _____

City's Initials: _____

SPECIAL TERMS

3. Administration Fees

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

(i) 159 acres x \$1,200/acre =	\$190,800.00
(ii) G.S.T. (5%) =	<u>9,540.00</u>
Total	\$200,340.00

Developer's Initials: _____

City's Initials: _____