

DEVELOPMENT AGREEMENT

THIS AGREEMENT MADE IN DUPLICATE as of the 3 day of June 2019.

BETWEEN:

TOWN OF NIVERVILLE
Box 267, Niverville, Manitoba, R0A 1E0
(hereinafter called the "Town")

OF THE FIRST PART,

- and -

CORNELIUS PETERS FRIESEN
Box 1178, Niverville, Manitoba, R0A 1E0
(hereinafter called the "Developer")

OF THE SECOND PART.

WHEREAS the Developer is the registered owner of all that land legally described as follows:

Lot 4 & 5, Plan 63084, in SE ¼ 36-7-3 EPM

and is undergoing a subdivision (File Number 4340-18-8080) as shown by the interlineated areas in Schedule "A" (the "Planned Area");

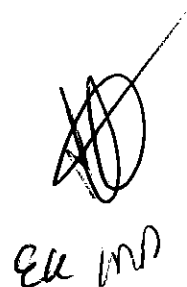
AND WHEREAS the Developer has made an application to the Town under The Planning Act, C.C.S.M., Cap. P80 and amendments thereto and the Niverville Zoning By-law No. 795-18 and amendments thereto for permission to construct single- and two-unit residential dwellings on proposed Lots 5 – 29 and 31 - 102 (the "Project") on the Planned Area;

AND WHEREAS the Developer has made an application to the Town under The Planning Act, C.C.S.M., Cap. P80 and amendments thereto and the Niverville Zoning By-law No. 795-18 and amendments thereto for permission to construct multi-unit residential and commercial buildings on Lots 1 – 4 related to the Planned Area (the "Next Development Agreement"), however these lots are not subject to this Development Agreement and will be subject to a separate Agreement prior to development;

AND WHEREAS a Public Hearing for the opening of the proposed roads was held on January 22, 2019 during which time Council approved the application to proceed with the construction of the Project on the Planned Area subject to the Developer entering into a Development Agreement with the Town as shown on Schedule "B";

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

1. The Preamble shall form part of this Agreement.
2. The Town has granted to the Developer, its successors and assigns, an approval for development, subject to the Developer, complying with all the following conditions:
 - i. The Developer shall pay all municipal taxes, arrears, and penalties including the commuted amount of all local improvement levies then due, if applicable on the Planned Area.



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- ii. The Developer shall, at no expense to the Town, construct and install all the required services and utilities for the Project, according to the specifications, plans and drawings which have been prepared by the Developer in connection with the development of the Planned Area ("Schedule C").

The plans and drawings that are approved by the Town are the Issued for Construction set dated March 7, 2019 as prepared by Sison Blackburn Consulting (SBC) Incorporated. The Developer shall, at no expense to the Town, provide three (3) full-size drawings and an electronic copy to the Town prior to work on the Planned Area commencing.

As-Built plans are to be provided to the Town by the Developer no later than six (6) months after the installation of all services. The As-Built plans must show the location and depths of all buried infrastructure installed by the Developer.

- iii. Land Drainage & Sump Drainage: Land Drainage must follow the elevations of the plans as per "Schedule C" grading plan. The grading plan submitted to the Town shall show four corner elevations and which way surface water is anticipated to drain.

Sump Pump drainage to the lakes and via surface drains are allowed as noted in "Schedule D". Under no circumstance, without written authorization from the Town, is drainage onto public property allowed.

The Developer, and its successors in title, agree to maintain said drainage and lot grades on the Project in perpetuity at its cost to the satisfaction of the Town acting reasonably.

- iv. Signage: The Developer shall pay at the time of installation to have the Town erect Town standard permanent street name signs at each intersection in the Planned Area bearing names approved in writing by the Town as well as all necessary traffic control signs. All signage must be erected prior to the issuance of the first building permit in the Planned Area.

- v. Street Lighting: The Developer shall, at no expense to the Town, cause to be ordered and installed in the Planned Area, street lights on all streets within the Planned Area as approved in "Schedule E".

- vi. Construction Road(s): The Developer shall as directed by the Town and at no expense to the Town, place, provide and maintain jersey barriers blocking all roads for which no building construction or thru traffic shall be on during development.

The Town authorizes the construction of the temporary construction road as shown in "Schedule F". Maintenance and snow clearing costs will be at the sole cost of the Developer. Construction traffic only signage must be placed at any access point by the Developer prior to opening of the road. The construction road shall be closed and land restored to previous or better condition given thirty (30) days' notice from the Town in writing. Failure to remove and/or restore the land will result in the Town performing restoration work at the sole cost of the Developer.

- vii. Asphaltting of Streets: The Developer shall, at no expense to the Town, place two lifts of asphalt in line with the Town of Niverville's Construction Standards at the time of construction.

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The one-year period of warranty would commence from date of installation of the second lift. The roads may be donated to the Town upon successful testing of the lifts by the Town's Engineer at the cost of the Developer.

- viii. Street Closures: The Developer shall, at no expense to the Town, close both the east entrance to Church Street and Ritchot Drive. Church and Ritchot shall be adjoined and a road built and paved at no cost to the Town on or before the 30th day of March, 2020 and must be in line with the current Niverville Construction Standards through the lot civically known as 218 Ritchot Drive.

The Developer is responsible for the purchase and subsequent donation of a portion of the property at 218 Ritchot Drive to fit a road allowance. The Town at no cost to the Developer shall assist in the preparation of the documents to open a road allowance as required by the Province of Manitoba.

Following the joining of Church Street and Ritchot Drive the street shall be known as Ritchot Drive and the Developer shall make the appropriate application to the Town for such name change bylaw.

- ix. Sodding & Fencing: The Developer shall, at no expense to the Town, order & install all flankage fences as noted in Schedule "G" prior to any building permit being issued for the Planned Area.

The Developer shall prior to the issuance of the fortieth (40) building permit, at no expense to the Town, sod or seed all boulevards within the Planned Area as noted in Schedule "H".

- x. Public Reserve & Drainage System: The Developer shall, at no expense to the Town, construct the drainage ditches, culverts and all land drainage sewers, catch basins, catch basin lands, accessories and any inlet or outfall structures required with the necessary leads connecting the land drainage to and from the Planned Area as per Schedule "C" by on or before the 1st day of September, 2019.

The public reserve & lake in Schedule "C" must follow the City of Brandon Naturalized Stormwater Pond Guidelines of April 9, 2018. The Town will not take ownership of the lake until five (5) years after passing Year 1 Commissioning standards. The Developer, at no expense to the Town, will be responsible for ensuring all standards are met or exceeded at Year 5 Evaluation. Some details on standards are attached in Schedule "I".

- xi. Walking Path & Sidewalks: The Developer shall, at no expense to the Town, order and install concrete sidewalks (built to specifications within the Niverville Construction Standards) within the Planned Area as shown in Schedule "J" and order and install asphalt paths within the Planned Area as shown in Schedule "K".

All paths and sidewalks must be installed prior to issuance of first building permit for a given block.

- xii. Mailbox Requirements: The Developer shall, at no cost to the Town and by on or before the 1st day of October, 2020, pour concrete pads for community mailboxes as per Canada Post standards in the locations noted in Schedule "C" and shall pave at no expense to the Town an additional parking lane along the locations noted in Schedule "C".

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xiii. Stockpiling of Materials: Stripped topsoil and other materials may be stockpiled on site for later reuse. Approved stockpile locations and which materials are permitted in each location are noted in Schedule "L".

xiv. Construction Waste: The Developer shall serve notice within the Offer to Purchase of a lot within the Planned Area that the builder must have on-site a covered waste collection bin for all construction waste.

At no-time shall construction materials be stored on an open roadway. Any materials left on the road without the prior approval of the Town in writing will be removed at the Developer's cost.

xv. Survey Monuments: The Developer shall pay the full cost of maintaining all survey monuments within the Planned Area, to the satisfaction of the Town, and in cases where the survey monuments have been disturbed, moved, covered or mutilated in any way, or destroyed, the Developer shall cause the monuments to be replaced at its expense by a registered Manitoba Land Surveyor, to the satisfaction of the Town Engineer.

xvi. Undeveloped Area Maintenance: Until the Project has been completed within the Planned Area, the Developer shall maintain at all times, at its own expense, all such areas not completed in a presentable manner so that they will not be unsightly. Such maintenance shall include: levelling the undeveloped area to the grade of surrounding area, the cutting of grass and weeds as required under Bylaw 507-96, and providing proper drainage for any water that may accumulate so as to ensure public safety and maintenance of the undeveloped area until construction commences.

xvii. Street Cleaning: Until the Project has been completed, the Developer shall, within four (4) hours of written notice from the Town, remove all soil and waste materials from Mulberry Avenue, Ritchot Drive, Church Street, Provincial Road 311 or any road within the Planned Area near the Project, that the Town may identify as having accumulated thereon as a result of the construction vehicles travelling to and from the Project.

The Town may provide a subsequent courtesy call to the Developer prior to engaging cleaning services for which the cost would be deducted off the provided security deposit to the Town.

xviii. Donated Assets: The Developer shall provide to the Town at time of donation of any asset the following details:

- a. Cost of Asset
- b. Date of Installation
- c. Length(s), if applicable.

xix. Completion Certificate: Upon completion of the work to be performed by the Developer under and in accordance with this Agreement, to the satisfaction of the Town and their Engineer, the Town shall issue a Completion Certificate to that effect.

Prior to the issuance of any Completion Certificate an on-site walk-through must be called for by the Developer's Engineer and the Town Operations Manager and/or Town Engineer must be present at such walk-through's. If any deficiencies are identified during

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this walk-through then the Developer must resolve the deficiencies at their sole cost to the satisfaction of the Town within sixty (60) days after the walk-through.

Once Completion Certificate has been issued the period of warranty may begin.

xx. Development Fees: The Developer shall pay to the Town for a lot within the Planned Area the fees as detailed in Schedule "M". A building permit would not be issued for a lot until all fees are paid in full.

~~xxi. Collector Street Fees: The Developer shall pay to the Town prior to the issuance of the eightieth (80th) building permit, seventy-thousand dollars (\$ 70,000) for completing the gravel base from the intersection of Krahn Road and PR311 to (and including) the intersection of Krahn Road and Von Riesen Way.~~

~~Upon issuance of the one hundred and twentieth (120th) building permit the Developer shall be responsible for payment of fifty-thousand dollars (\$ 50,000) for paving from the intersection of Krahn Road and PR311 to (and including) the intersection of Krahn Road and Von Riesen Way with four (4) inches of asphalt.~~

~~The scheduling of the work is at the sole discretion of the Town as the Developer acknowledges that the Town will be financing two-thirds of the project. The Town will hold in trust the funds from the Developer for this work and cannot use the funds for any other project. Should the Town decide not to improve Krahn Road North, the Developer shall see the original deposit returned in full.~~

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xxii. Intersection Improvements: The Developer shall at no cost to the Town be responsible for improvements to PR311 & Krahn Road and PR311 & Mulberry Avenue as dictated by any current or future Traffic Impact Study as per conditions set by the Province of Manitoba, in particular Manitoba Infrastructure. Should additional parties be the cause the Town may act as the authority to determine cost sharing potential with other developer(s).

xxiii. Forcemain to Lagoon: The Developer shall at no cost to the Town install a forcemain of Town approved sizing along the route shown in Schedule "P". At the point the forcemain turns north along 5th Avenue North, the Developer shall cost-share the project with Sunset Estates and the Town. The Developer shall be responsible for one-hundred percent of forcemain costs up to the point that the 3rd Avenue Lift Station joins at which point the Developer will be responsible for forty (40) percent of the engineering and construction costs to the Lagoon.

The Town will only pay for portions approved in writing by the Town for over-sizing of the forcemain. The Town will be responsible for overseeing the design of the forcemain and the Developer (along with Sunset Estates) shall be responsible for the applicable percentage of design costs along the route.

xxiv. Arena Road Lift Station Changes: The Town shall at no cost to the Developer install a gravity sewer running from the existing Arena Road lift station to the new Developer's lift station.

xxv. Letter of Credit: The Developer shall provide to the Town and Town's lawyer at the time of execution of this Agreement an irrevocable letter of credit from an established financial institution


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in Canada, with an expiration of three (3) years from date of execution of this agreement. The Town shall have option to solely renew dependent on completion of the items applicable under Schedule "N". The total value of the initial Letter of Credit shall be \$3,391,000.00 as per Schedule "N".

- a. If, upon a date thirty (30) days or less prior to expiration of the Letter of Credit, or a lien is registered pursuant to paragraph 6 of this Agreement, or there is an outstanding covenant or obligation of the Developer, which in the opinion of the Town's Chief Administrative Officer ("CAO") is not completely carried out, the Town may draw the full amount of the Letter of Credit, unless renewal is provided to Town prior to expiration. To remove doubt, it is understood and agreed that failure by Developer to provide a replacement is considered default under this Agreement entitling Town to withdraw the full amount against the Letter of Credit.
- b. At the option of the Town, the Town may accept in place of a Letter of Credit, other approved and equivalent security that provides immediate cash protection.

xxvi. Easements: Concurrent with execution of this Agreement, the Developer grants to the Town such Easements (such as, but not limited to: Drainage, Access and Reconstruction) and Rights-of-Way as may be required by the Town to fulfill the Town's obligations under this Agreement and as may be deemed necessary by the Engineer appointed by the Town. Each Easement and Right-of-Way agreement shall include plans, specifications and conditions as determined and approved in writing by the Town Engineer and/or the Town lawyer. Said Agreements shall be registered by the Town by way of Caveat against the Project in The Property Registry (Winnipeg) at the Developer's cost. The Town shall be a signatory party to all Easement and Right-of-Way Agreements.

xxvii. Miscellaneous Costs: The Developer shall pay all of the costs and expenses of itself and the Town relating to the preparation of: Zoning Bylaw or Bylaws, plan or plans of subdivision, costs and expenses of obtaining approval of registration of the above including all Government of Manitoba, The Property Registry (Winnipeg), and other fees and expenses, all survey costs, all engineering costs, advertising costs, and expenses incidental to the preparation of this Agreement and the physical development of the Planned Area, and all costs incidental to the preparation of this Agreement and amendments thereto, and all legal costs shall be payable forthwith by the Developer at the time of execution of this Agreement or the execution of any amendments hereto or when demanded in writing by the Town.

3. Nothing within this Agreement shall constitute the approval of the Town to any plan of subdivision, zoning change or variance desired by the Developer.
4. General Instructions & Acknowledgments:
 - a. The Developer acknowledges that no development or excavation may take place without the written authorization from the Town's CAO to proceed based on this executed Agreement.
 - b. The Developer acknowledges that before commencing any development work, it shall familiarize itself with the Town's Construction Standards



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and agrees that all materials and workmanship installed or performed by the Developer under this Agreement shall conform to the Town's Construction Standards and other requirements of this Agreement.

- c. The Developer shall grant to the Town, free and uninterrupted access to any and all parts of the Planned Area for the purpose of making inspections and/or taking samples of materials used for the Project. If any materials, design or installation does not conform to the Town's Construction Standards or other requirements under this Agreement, the Town and/or its Engineer may stop any further work until unsatisfactory condition has been resolved.
5. The Developer agrees that the Town may file this Agreement, at the Developer's cost, by way of Caveat against the Project.
 6. The Builders' Lien Act:
 - a. The Developer shall, and does hereby agree to indemnify and save the Town harmless from and against all losses, claims, costs (including court costs), expenses and professional fees paid or incurred by the Town arising out of or related to any duty or obligation imposed on the Town by The Builders' Lien Act (Manitoba), in respect of any work carried out by or on behalf of the Developer pursuant to this Agreement, or any work carried out by or on behalf of the Developer within the Planned Area. It is further understood and agreed between the parties hereto that the Developer shall indemnify and save harmless the Town from all claims, demands, or proceedings relating to any claim under The Builders' Lien Act (Manitoba) or any statute or regulation of the Province of Manitoba for labour, material, services, wages or work relating to the construction and installation of the municipal services herein.
 - b. The Developer undertakes and agrees to indemnify and save harmless the Town from and against all claims for damages arising from the installation of all Municipal Services during the course of construction thereof and until the said construction has been accepted by the Town in accordance with the provisions of this Agreement, together with all costs, charges and expenses arising by reason of, or in connection with, such claims which may arise as a result of the performance of the terms of this Agreement. It is further understood and agreed between the parties hereto that upon the Town entering into this Agreement it shall not be liable in any manner whatsoever to the Developer dealing with any aspect of the Project other than as set out herein.
 7. Controls over Installation of Municipal Services:
 - a. The Developer shall not proceed with the installation of any of the improvements, services or buildings within the Planned Area until:
 - i. The relevant plan of subdivision has been approved by the Town and registered in the The Property Registry (Winnipeg), unless the commencement of such installation prior to registration is approved by the Town and a release and indemnity is provided by the Developer in favor of the Town in a form satisfactory to the Town; and
 - ii. The necessary zoning bylaws affecting the Planned Area have been enacted; and
 - iii. Detailed engineering plans and specifications for the services, improvements and/or works to be constructed within the Planned



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Area have been submitted to the Town and approved in writing by the Town; and

- iv. The Town confirms in writing that the Town has at present the required capacity in its sewage lagoon to serve the Project.
- b. Before applying for a building permit for a lot, the Developer shall complete, to the written satisfaction of the Town, all required services within the Planned Area, unless the Developer constructing of the utilities and the residences in the Planned Area. In this case, the Town would issue building permits prior to installation of all services. The Developer assumes all liability that the proposed building is constructed in such a manner as to be able to obtain services and providing that occupancy will only be permitted after services are completed.
- c. No underground installation and/or construction of services or improvements of any kind whatsoever shall be covered over, and no cuts or openings shall be filled in by the Developer, or its servants, agents or employees until the Town has inspected and approved in writing all such underground installations and/or connections.
- d. Prior to construction or excavation of any building on any lot within the Planned Area the Developer shall provide to the Town their written approval and plans showing lot grading, elevations, land drainage, access and servicing requirements for Town approval through the Building Permit process.

The Developer agrees to provide to the Town a form of design control guidelines for use within this Planned Area. The Town will provide their approval. The Developer agrees to be the party responsible for enforcement of matters related to the design control guidelines as shown in Schedule "O". Should the Developer wish to update the design control guidelines they must be submitted to the Town for its approval.


8. **Ownership of Municipal Services:** All municipal services and local improvements required to be installed by the Developer pursuant to this Agreement shall be installed by the Developer at its sole cost and expense. The Developer hereby covenants and agrees that upon completion of such work, the Developer shall convey, set over and assign to the Town, free and clear of all encumbrances and in perpetuity, title to the services and local improvements so installed without any cost to the Town, and from the date of such installation or construction of such local improvements or services, the Developer shall have no further claim or right thereto other than such claim or right as accrues to the Developer as an owner of land abutting on streets in which the services and/or local improvements are installed.

Notwithstanding the transfer of title of services and/or local improvements to the Town, the parties covenant and agree that the Developer's obligation to repair and maintain same shall remain in full force and effect as and during the terms provided in this Agreement.

9. **Cost Sharing – Third Parties:** In the event that any provision within this Agreement provides for or implies apportionment of costs between the Developer and other parties (including the Town), the necessary calculations of allotment shall be completed by the Town. The Town will provide all parties validated costing to show the breakdown.
10. **Development Timeline:** In order to ensure efficient and timely development, the Developer agrees to proceed with Development of the Planned Area on or before May 1st, 2019 or other such date as the parties may agree to in writing and shall complete installation of all services and/or local improvements on or before October 1st, 2020 (or other date as agreed to in writing by both parties).

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11. All of the covenants and agreements herein made by the Town, and all of the acts and undertakings herein agreed to be done and undertaken only within and to the extent of the powers of the Town from time to time, and notwithstanding any provision of this Agreement, the Town shall be under no higher obligation or duty than to exercise its best efforts to perform, do and undertake its covenants and agreements under this Agreement.
12. The Town shall be under no liability to the Developer, or any other person, firm or occupation for the Town's failure or inability to perform, do or undertake any covenant, agreement, act or undertaking, beyond the power or control of the Town or caused by operation of the law; and in such event the Town shall not be liable for any loss or damage suffered as a result of the failure or inability of the Town to perform, do or undertake any such covenant, agreement, act or undertaking.
13. Building and Development Restrictions:
 - a. Building restrictions shall be subject to, but not limited to, the following:
 - i. Town of Niverville Zoning Bylaw; and
 - ii. Town Construction Standards; and
 - iii. Manitoba Building Code.
 - b. It is further understood and agreed between the parties that the following building restrictions shall apply within the Planned Area:
 - i. All construction traffic for the Planned Area shall access the Planned Area via Krahn Road North. There shall be no construction traffic access via Arena Road or Mulberry Avenue (except for purpose of building Mulberry Avenue and access to Krahn Road North).
 - c. The Developer may impose more restrictive and/or additional building restrictions which shall be set out in the Developer's schedule of restrictions. The Developer shall be responsible for the enforcement of the additional and/or more restrictive building restrictions not controlled by Town of Niverville Zoning Bylaw, Town of Niverville Construction Standards or Manitoba Building Code.
14. Insurance:
 - a. The Developer shall employ contractors that are approved in writing by the Town for the construction of sewer, water, pavement and landscaping, which contractors(s) shall each file with the Town, a contractor's liability insurance policy to provide coverage in an amount and form satisfactory to the Town. Minimum coverage shall be:
 - i. Statutory Worker's Compensation – as required by law; and
 - ii. Commercial general liability insurance, in the amount of at least three million dollars (\$3,000,000) all inclusive, with the Town being named as an additional insured, with a cross-liability clause, such liability policy to also contain a contractual liability, an unlicensed motor vehicle liability and a completed operations endorsement to remain in place at all times during the performance of the work and throughout the warranty period; and
 - iii. Automobile liability insurance for owned and non-owned automobiles use for or in connection with the work in the amount of



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at least two million dollars (\$2,000,000) at all times during the performance of the work and until the date of Total Performance.

- iv. Deductibles shall be borne by the contractor(s).
 - v. The contractor(s) shall provide the Town with a certified true copy or a certificate of insurance of each policy, at least two (2) business days prior to the commencement of any work in the Planned Area.
 - vi. The contractor(s) shall not cancel, materially alter, or cause each policy to lapse without providing at least fifteen (15) calendar days prior written notice to the Town.
- b. Where as a result of the Developer's default, building permits with respect to any of the lands contained within the Planned Area are refused, it is understood and agreed that such refusal shall not create any liability for damages against the Town.
15. General Indemnity by the Developer: Nothing herein contained shall be construed so as to make the Developer the agent of the Town, it being distinctly understood and agreed that the Developer shall execute, carry out and implement the improvements, works and services referred to in this Agreement on its own behalf in a safe and prudent manner. The Developer agrees to and does indemnify and save harmless the Town from and against all claims, demands, actions, sums, liabilities, obligations, losses or suits of any nature or kind whatsoever at any point during this Agreement out of any matter or thing provided to be done or permitted to be done by the Developer under this Agreement, provided that nothing shall extend this indemnity to any act or thing by the Town or omitted to be done by the Town.
16. Term of Agreement: This Agreement shall remain in effect from the date of its signing until each and every covenant of the Developer and each and every covenant and obligation of the Town have been performed to the satisfaction of the Town and the Developer, unless this Agreement is sooner terminated as provided herein. This Agreement, and any caveat based on it, shall run with the Planned Area and shall continue until the Town agrees in writing that any caveat relating to this Agreement may be withdrawn.
17. In the event that the Developer defaults in any obligations herein, then the Town may, after 30 days written notice to the Developer, remedy the default and all costs incurred may be collected by the Town, in its own discretion, adding costs incurred to the real property taxes for any of the Planned Area.
18. Arbitration Process:
- a. Should a dispute arise between the Developer and the Town (or its agents), as to any matter contained within this Agreement or its Schedules attached, or as to their interpretation or applicability, or as to any sums payable hereunder, other than matters under this Agreement which are to be decided solely by Niverville Council or the Town, which cannot otherwise be resolved, the dispute shall be resolved by:
 - i. Arbitration and referred to a single arbitrator, if the parties can mutually agree upon one (1), otherwise to a board of three (3) arbitrators; and
 - 1. One (1) arbitrator shall be appointed by the Developer, one (1) arbitrator shall be chosen by the Town and the third arbitrator to be chosen by the first two arbitrators so appointed.

- ii. The arbitrators shall be qualified engineers or landscape architects, in the case of landscaping improvements or parkland.
 - b. Should arbitration under this Agreement become necessary then such arbitration shall be conducted under the provisions of "The Arbitration Act" of Manitoba. In the event that the parties cannot agree upon a sole arbitrator, and the initial two appointees to the board are unable to agree upon a third, then either party may apply to any Judge of the Court of Queen's Bench in Manitoba, upon ten (10) days' notice in writing to the other appointee, then the Judge shall appoint a third arbitrator.
 - c. In the event that one of the parties of this Agreement refuses or neglects to appoint its arbitrator within thirty (30) days, and serves written notice upon the other party requiring appointment to be made, then the arbitrator first appointed shall, after the expiration of the thirty (30) day period, at the request of the party that appointed him, proceed to hear and determine the matter in difference as if he was a single arbitrator.
 - d. The award or determination made by the arbitrator(s) or majority of them in case of a board, shall be final and binding upon the parties and their respective successors and assigns.
19. Authority & Capacity of the Developer to Contract: This Agreement shall not be in effect whatsoever until the Developer has delivered to the Town:
- a. Certified copies of The Property Registry searches or other documents necessary to satisfy the Town's lawyer that the Developer does in fact own the Planned Area to be developed, or is entitled to be registered owner, or has sufficient interest in them, or is otherwise in a position to effectively deal with same; and
 - b. A certified copy of properly enacted bylaws of the Developer authorizing it to enter into this Agreement, together with a certified copy of all Letters Patent and supplementary Letter Patent of Incorporation or Articles of Incorporation and amendments thereto of the Developer, along with a Certificate of Status from the Companies Office of the Province of Manitoba.
 - c. The Developer hereby covenants and 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 of it, or in any way attempt to challenge or impeach the capacity of the Town to enter into this Agreement, or any part of it, provided that nothing herein shall prevent either party from litigating their respective rights under this Agreement subject to the provisions of this paragraph. In the event that notwithstanding the provisions of this paragraph, any provision of this Agreement shall ever be found by a court of applicable jurisdiction to be void, invalid or unenforceable it shall be severable from the rest of the Agreement, and the rest and remaining portion of this Agreement shall be valid and shall remain in full force and effect.
 - d. Notwithstanding anything hereinbefore provided, in the event that it shall ever be found by a court of valid jurisdiction that any obligation, commitment, covenant or provision of this Agreement, on the part of the Developer to be carried out or performed or observed for the benefit of the Town, is invalid or unenforceable or void, then, notwithstanding such ruling, the Developer shall and does hereby dedicate and donate the benefit of such invalid or void or unenforceable provision against it to the Town for valuable consideration, and the enforcement of this paragraph against the Developer by the Town may be made by a claim for a specific performance, or damages by the Town, at its option, and any breach, or anticipated breach of any provision of this Agreement by the Developer

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may be restrained by the Town by way of injunction, or claim for damages, or both.

20. Default:

- a. If the Developer should default under any provision of this Agreement, the Town shall give the Developer notice of the particulars of such default in writing.
 - i. If within ten (10) days after giving such notice, the Developer fails to rectify such default as described in the notice, to the satisfaction of the Town, then the Town shall be entitled to draw upon the Letter of Credit or approved alternate security provided by the Developer.
 1. Then the Town may remedy the default in whole or in part and recover from the Developer any costs in excess of the Letter of Credit or approved alternate security in the manner provided in this Agreement; and/or
 2. The Town may seek an injunction to restrain any breach, or to enforce any term or condition of this Agreement; and/or
 3. The Town shall be entitled to seek a declaration terminating this Agreement for non-performance. Provided further that if the Agreement is so terminated, by virtue of the Developer's default, the parties agree that the Town shall not be liable for any loss or damage suffered by any other person, firm or corporation by virtue of such termination. The Developer does hereby for itself and successors and assigns indemnify and save harmless the Town, 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.

21. General Provisions:

- a. This Agreement shall not be assignable by the Developer without prior written authorization from the Town, which authorization is not be unreasonably withheld.
- b. Should there be any difference between the provisions of this Agreement and any other matter or thing referred to in any of the Schedules attached hereto, the terms and conditions contained in this Agreement shall supersede and prevail.
- c. Any party to this Agreement may waive the performance of any provisions required to be performed for its benefit by the other party, provided that any such waiver shall extend only to the particular breach so waived or performance so excused and shall in no way be deemed to be a continuing waiver of such provisions of any other term or provision of this Agreement.
- d. The headings of the paragraphs within this Agreement are inserted for convenience only, and shall in no way define, limit, restrict or describe the scope of intent of this Agreement nor affect in any way whatsoever its terms and provisions.
- e. Any notice required to be given by either parties, except where otherwise specifically provided, shall be deemed to have been validly and sufficiently delivered and given if:

Handwritten signature and initials, possibly "EK MD", in the bottom right corner.

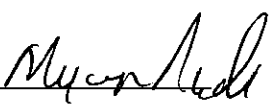
- i. For the Town: Delivered personally to the Town Chief Administrative Officer or via registered mail to P.O. Box 267, Niverville, Manitoba, R0A 1E0; and
 - ii. For the Town's Lawyer: Delivered by registered mail to David C. King, c/o Taylor McCaffrey LLP, 9th Floor – 400 St. Mary Avenue, Winnipeg, Manitoba, R3C 4K5; and
 - iii. For the Developer: Delivered personally to an officer of the Developer at 229 Main Street or by registered mail to P.O. Box 1178, Niverville, Manitoba, R0A 1E0; and
 - iv. In connection with the second method of giving notice by registered mail to the Town or the Developer shall be deemed to have been given and received as of the date of receipt shown on the acknowledgement receipt card.
 - f. 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.
 - g. Wherever the singular and masculine are used throughout this Agreement, the same means plural, feminine or neutral, where the context so requires, and where necessary covenants shall be deemed to be several as well as joint, and time shall be of the essence of this Agreement and this Agreement shall be binding on the parties hereto and their respective successors and assigns.
 - h. It is understood that the rights, grants agreements and covenants herein contained shall run with the land described as the Planned Area and this Agreement will be registered by way of caveat by the Developer against the Planned Area so that all future owners of the land described in the Planned Area will have knowledge thereof and will be bound by terms hereof.
 - i. The Town and the Developer agree to do all acts and execute all necessary documents, certificates or agreements as may be necessary give effect to the matters agreed to hereunder.
22. Enforcement of Developer's Obligations: 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.
23. Each party hereto covenants and agrees with the other that the right hereby granted shall enure to the benefit of and be binding upon the parties hereto, their respective heirs, executors, administrators, successors, assigns, successors in title and the owners and occupiers for the time being of the Planned Area or any portion thereof.

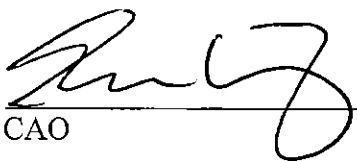


Handwritten signature and initials, including "MD" and "EK".

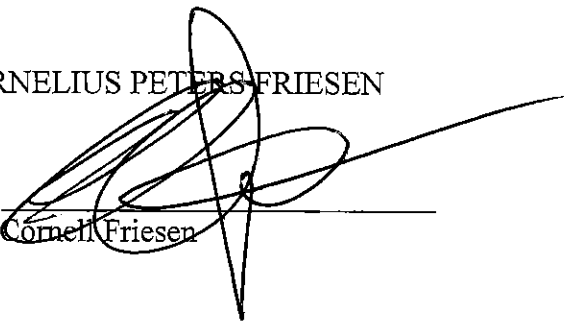
IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first above written.

TOWN OF NIVERVILLE

Per: 
Mayor

Per: 
CAO

CORNELIUS PETERS-FRIESEN

Per: 
Cornelius Friesen

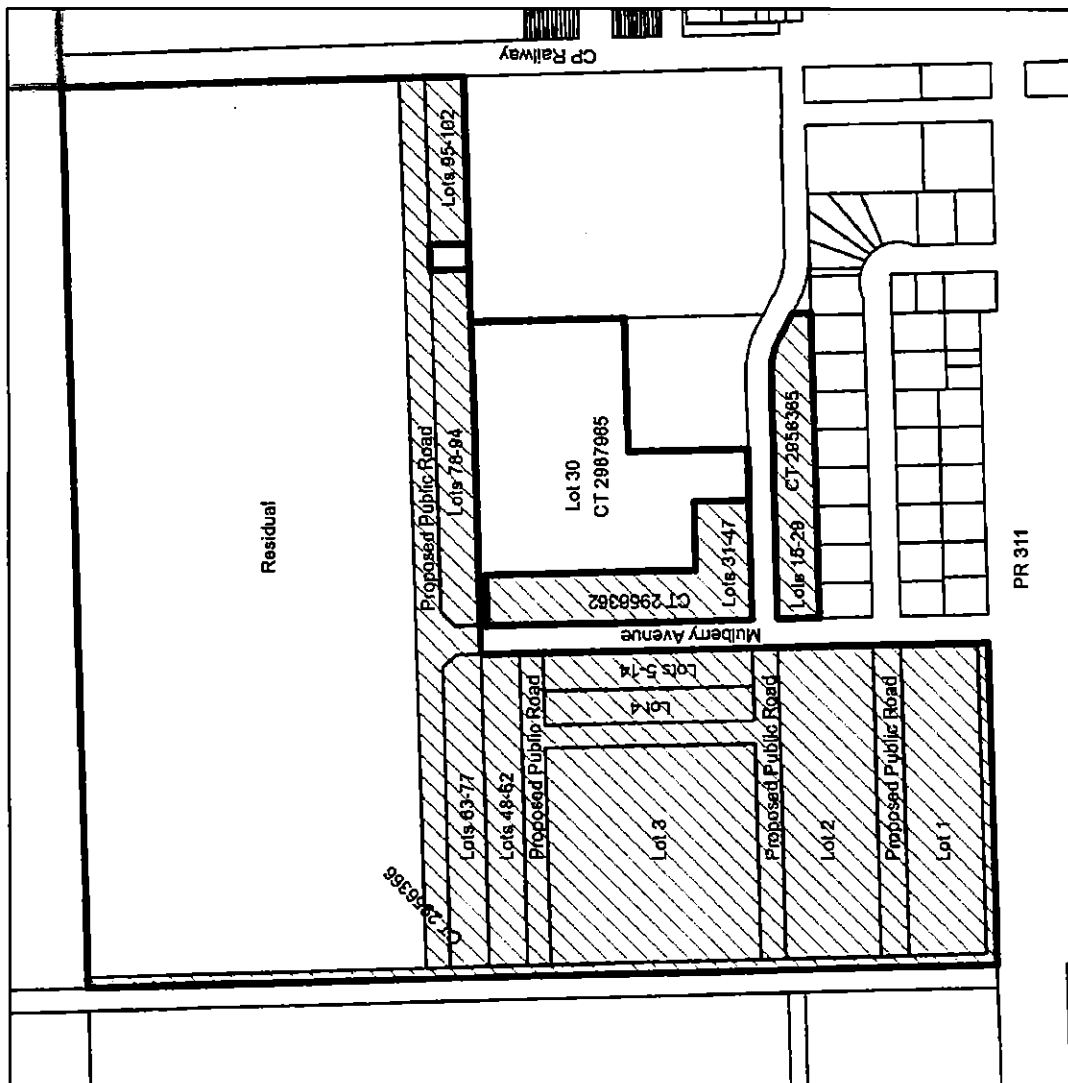


Schedule "A"
Planned Area

SE 36-7-3E
Lots 3, 4 and 5 Plan 63084

Legend

-  Assessment Parcels
-  Title Boundary
-  Proposed Subdivision



File Number: 4340-1B-8080
Nov 7, 2018

Applicant: Cornell Friesen

Notes:
 CT - 2956366, 2956362, 2967965, 2956365
 Rail - 36400, 36430, 36435
 Designation- Highway Commercial and Residential
 Zoning- R2 Two-family Residential
 Title Area - 98,79a (CT 2956366); 3.22a (CT 2956362); 9.29a (CT 2967965); 2.32a (CT 2956365)
 Proposed Lot 1 - 4.49a
 Proposed Lot 2 - 5.53a
 Proposed Lot 3 - 8.42a
 Proposed Lot 4 - 1.37a
 Proposed Lots 5-14 - 6,820 to 6,839 sq.ft
 Proposed Lots 15-29 - 6,600 to 7,800 sq.ft
 Proposed Lot 30 - 9.23a
 Proposed Lots 31-47 - 7,975 to 10,428 sq.ft
 Proposed Lots 48-62 - 6,614 to 6,489 sq.ft
 Proposed Lots 63-77 - 6,460 to 6,636 sq.ft
 Proposed Lots 78-94 - 6,214 to 7,690 sq.ft
 Proposed Lots 95-102 - 6,379 to 7,270 sq.ft
 Residual - 56.83a

X Approving Authority
Date

Proposed Subdivision-Town of Niverville

For Discussion Purposes Only

Map Not to Scale



[Handwritten signature]
ECC MD

Schedule "B"
Conditional Use



TOWN OF NIVERVILLE

Phone 204-388-4600 · Fax 204-388-6110 · P.O. Box 267 · Niverville, Manitoba R0A 1E0

COPY OF A RESOLUTION

Moved by Councillor C. Wiebe

Seconded by N. Dueck

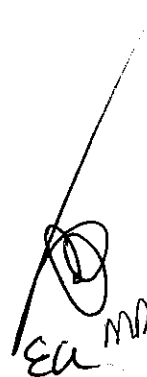
BE IT RESOLVED that Council approves Subdivision and Road Opening application Community Planning File no. 4340-18-8080 for Lots 3-5, Plan 63084 Pt. SE ¼ 36-7-3EPM in principle, subject to the following:

- 1) That the Developer enter into a Development Agreement with the Town;
- 2) That a Building Location Certificate, prepared by a Manitoba Land Surveyor and showing the location of all buildings and the sewage disposal systems in relation to the proposed lot lines be provided to the Town;
- 3) That any conditional use or variance order be obtained, if required, as a result of the building location certificate; and
- 4) That the Town and Manitoba Infrastructure approve the design for the access closures on PTH 311 for Church Street and Ritchot Drive.

"Carried"

I, Eric King, Chief Administrative Officer of the Town of Niverville, do hereby certify that the above is a true and correct copy of resolution numbered 23-19 duly passed by the Council of the Town of Niverville in a session assembled on the 22nd day of January A.D. 2019.


Eric King, CAO

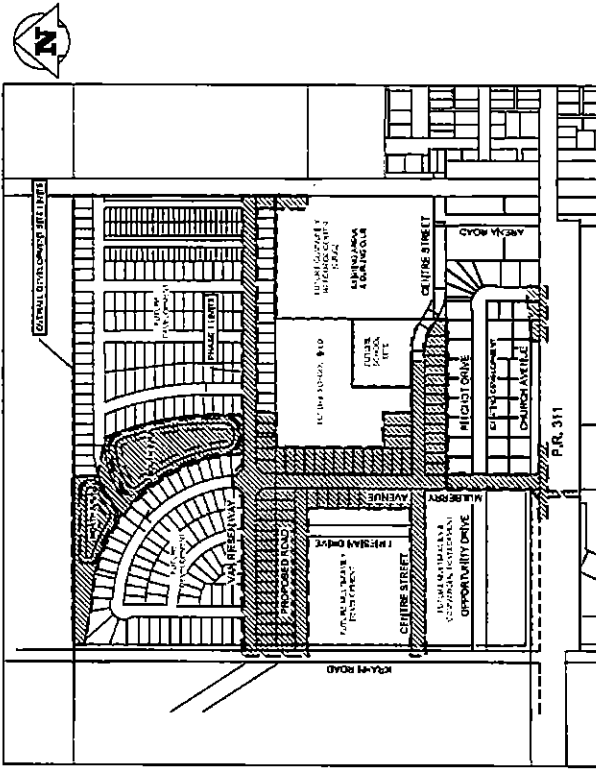


FIFTH AVENUE ESTATES WEST - PHASE 1

TOWN OF NIVERVILLE, MANITOBA

DRAWING LIST:

DRAWING #:	TITLE:
C01	OVERALL LAYOUT PLAN
C02	OVERALL GRADING PLAN
C03	PHASE 1 LAYOUT PLAN
C04	PHASE 1 LOT GRADING PLAN
C05	TOPSOIL STRIPPING & STOCKPILING PLAN
C06	MULBERRY AVENUE - PLAN/PROFILE - P.R. 311 TO STA 3+75
C07	MULBERRY AVENUE - PLAN/PROFILE - STA 3+75 TO STA 6+50
C08	MULBERRY AVENUE - PLAN/PROFILE - STA 6+50 TO VAN RIESEN WAY
C09	CENTRE STREET - PLAN/PROFILE - KRAHN ROAD TO STA 3+25
C10	CENTRE STREET - PLAN/PROFILE - STA 3+25 TO STA 6+00
C11	VAN RIESEN WAY - PLAN/PROFILE - KRAHN ROAD TO STA 3+25
C12	VAN RIESEN WAY - PLAN/PROFILE - STA 3+25 TO STA 6+00
C13	VAN RIESEN WAY - PLAN/PROFILE - STA 6+00 TO FUTURE C.R.C. ACCESS ROAD
C14	FUTURE C.R.C. ACCESS ROAD/LIFT STATION SITE - PLAN/PROFILE
C15	PROPOSED ROAD - PLAN/PROFILE - KRAHN ROAD TO MULBERRY AVENUE
C16	LAND DRAINAGE SEWER OUTFALLS - PLAN/PROFILES
C17	RETENTION POND/SUMP STATION - LAYOUT, GRADING AND DETAILS
C18	P.R. 311 INTERSECTIONS - LAYOUT, GRADING AND DETAILS
C19	MULBERRY AVENUE & VAN RIESEN WAY ROUNDABOUT - LAYOUT, GRADING AND DETAILS
C20	MISCELLANEOUS UNDERGROUND WORKS DETAILS
C21	MISCELLANEOUS SURFACE WORKS DETAILS



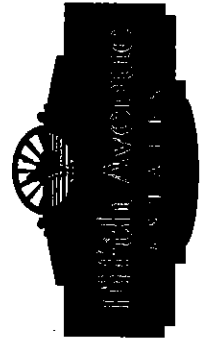
PROJECT NO. 17131-00

ISSUED FOR APPROVALS
 MARCH 07, 2019



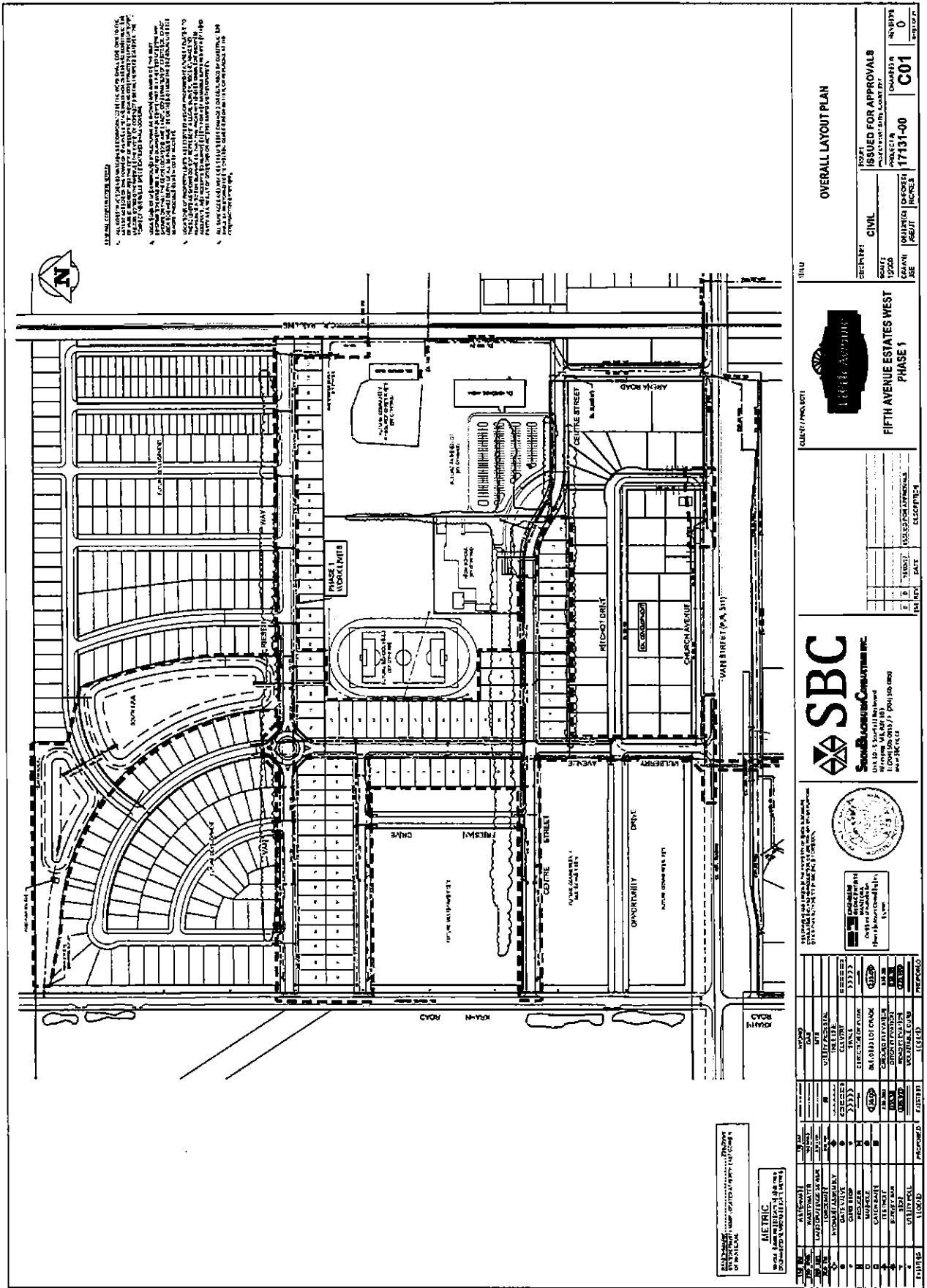
Sison Blackburn Consulting Inc.

Unit 10 - 5 Scurfield Boulevard
 Winnipeg, MB, R3Y 1G3
 T: (204) 505-0855 / F: (204) 505-0850
 www.SBCinc.ca



Handwritten signature/initials: ER MD

Schedule "C" (page 2 of 21)
 Approved Drawings of March 7, 2019
 Layout Plan



GENERAL NOTES:
 1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CANADIAN NATIONAL BUILDING CODE AND THE LATEST EDITIONS OF THE CANADIAN NATIONAL PLUMBING AND MECHANICAL CODES.
 2. THE DESIGNER HAS CONDUCTED VISUAL INSPECTIONS OF THE SITE AND HAS OBSERVED THE EXISTING CONDITIONS. THE DESIGNER HAS NOT CONDUCTED ANY SUBSURFACE INVESTIGATIONS.
 3. THE DESIGNER HAS ASSUMED THAT THE EXISTING UTILITIES ARE AS SHOWN ON THE ATTACHED UTILITY RECORD DRAWING.
 4. THE DESIGNER HAS ASSUMED THAT THE EXISTING UTILITIES ARE AS SHOWN ON THE ATTACHED UTILITY RECORD DRAWING.
 5. THE DESIGNER HAS ASSUMED THAT THE EXISTING UTILITIES ARE AS SHOWN ON THE ATTACHED UTILITY RECORD DRAWING.
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 8. THE DESIGNER HAS ASSUMED THAT THE EXISTING UTILITIES ARE AS SHOWN ON THE ATTACHED UTILITY RECORD DRAWING.
 9. THE DESIGNER HAS ASSUMED THAT THE EXISTING UTILITIES ARE AS SHOWN ON THE ATTACHED UTILITY RECORD DRAWING.
 10. THE DESIGNER HAS ASSUMED THAT THE EXISTING UTILITIES ARE AS SHOWN ON THE ATTACHED UTILITY RECORD DRAWING.

OVERALL LAYOUT PLAN

DATE	ISSUED FOR APPROVALS	NO. SHEETS
17131-00	17131-00	0
PROJECT NO.	PROJECT NAME	DATE
17131-00	FIFTH AVENUE ESTATES WEST PHASE 1	0
DESIGNER	CHECKER	DATE
SBC	SBC	

SBC
 SBC CONSULTANTS INC.
 1000 SHEPPARD AVENUE EAST
 SUITE 1000
 SCARBOROUGH, ONTARIO M1B 3Y9
 TEL: (416) 291-1111
 FAX: (416) 291-1112
 WWW.SBCCONSULTANTS.COM

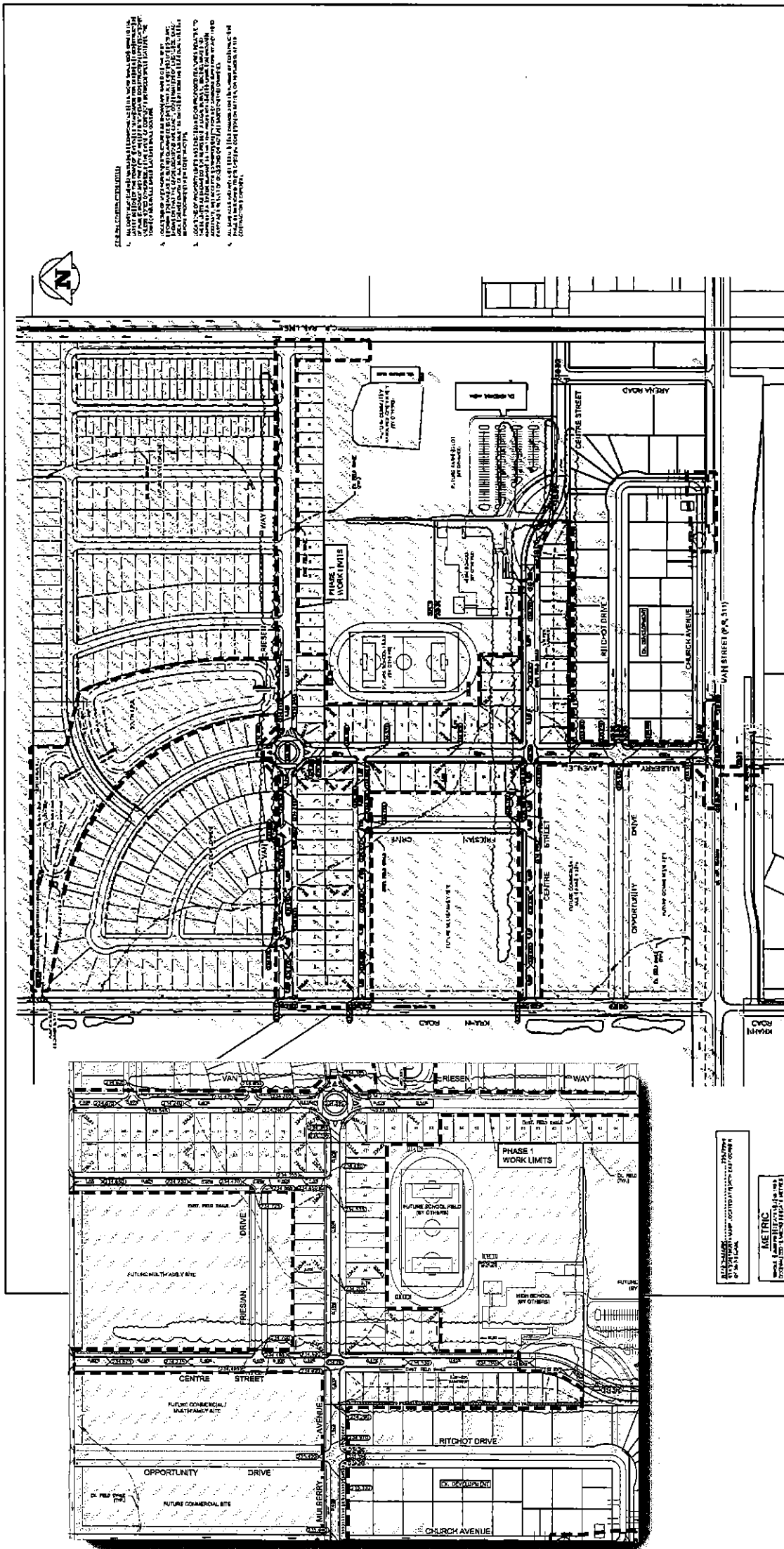
SBC
 SBC CONSULTANTS INC.
 1000 SHEPPARD AVENUE EAST
 SUITE 1000
 SCARBOROUGH, ONTARIO M1B 3Y9
 TEL: (416) 291-1111
 FAX: (416) 291-1112
 WWW.SBCCONSULTANTS.COM

NO.	DESCRIPTION	DATE	BY	REVISIONS
1	ISSUED FOR APPROVALS	17131-00	SBC	0

SCALE: 1:1000

Ea
 [Handwritten signature]


Schedule "C" (page 3 of 21)
Approved Drawings of March 7, 2019
Grading Plan



GENERAL NOTES:

1. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
2. ALL UTILITIES SHOWN ARE BASED ON RECORD DRAWINGS AND FIELD SURVEY. THE CONTRACTOR SHALL VERIFY THE LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO CONSTRUCTION.
3. ALL UTILITIES SHALL BE PROTECTED AND DEEPLY REPAIRED OR REPLACED AS NECESSARY.
4. ALL UTILITIES SHALL BE INSTALLED TO THE DEPTH AND LOCATION SHOWN ON THIS PLAN.
5. ALL UTILITIES SHALL BE INSTALLED TO THE DEPTH AND LOCATION SHOWN ON THIS PLAN.
6. ALL UTILITIES SHALL BE INSTALLED TO THE DEPTH AND LOCATION SHOWN ON THIS PLAN.
7. ALL UTILITIES SHALL BE INSTALLED TO THE DEPTH AND LOCATION SHOWN ON THIS PLAN.
8. ALL UTILITIES SHALL BE INSTALLED TO THE DEPTH AND LOCATION SHOWN ON THIS PLAN.
9. ALL UTILITIES SHALL BE INSTALLED TO THE DEPTH AND LOCATION SHOWN ON THIS PLAN.
10. ALL UTILITIES SHALL BE INSTALLED TO THE DEPTH AND LOCATION SHOWN ON THIS PLAN.

CLIENT / PROJECT:



**FIFTH AVENUE ESTATES WEST
PHASE 1**

OVERALL GRADING PLAN

ISSUED FOR APPROVALS

PROJECT NO: 17131-00

DATE: 03/07/19

SCALE: AS SHOWN

DATE: 03/07/19

SCALE: AS SHOWN

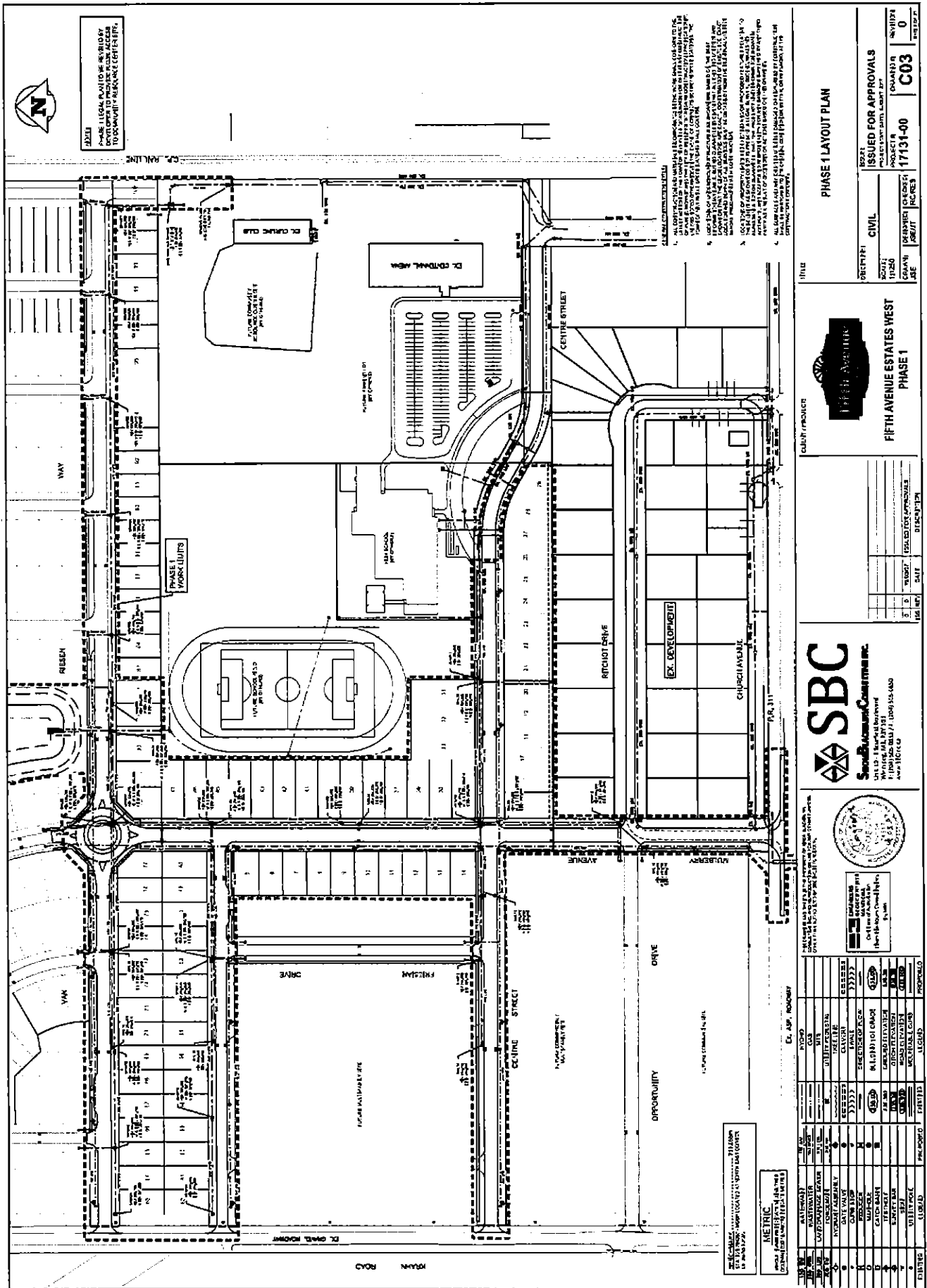
SBC
Small Business Corporation Inc.
 111-115 5 Street West
 111-115 5 Street West
 111-115 5 Street West
 111-115 5 Street West

METRIC
 (All dimensions in millimeters unless otherwise specified)

ITEM	UNIT	QUANTITY	DESCRIPTION
WATERWALL	LINEAR METRE		
CONCRETE	CUBIC METRE		
GRAVEL	CUBIC METRE		
ASPHALT	SQUARE METRE		
BRICK	SQUARE METRE		
ROOFING	SQUARE METRE		
PAINT	SQUARE METRE		
LANDSCAPING	SQUARE METRE		
UTILITIES	LINEAR METRE		
CONCRETE	CUBIC METRE		
GRAVEL	CUBIC METRE		
ASPHALT	SQUARE METRE		
BRICK	SQUARE METRE		
ROOFING	SQUARE METRE		
PAINT	SQUARE METRE		
LANDSCAPING	SQUARE METRE		
UTILITIES	LINEAR METRE		

Handwritten signature and initials: Eke MD

Schedule "C" (page 4 of 21)
 Approved Drawings of March 7, 2019
 Phase 1 Layout Plan



PHASE 1 LEGAL PLAN TO BE REVIEWED BY THE CITY ENGINEER AND THE COUNTY ENGINEER FOR CONFORMANCE WITH THE SUBDIVISION ACT AND THE SUBDIVISION ACT REGULATIONS.

1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY ENGINEER'S AND COUNTY ENGINEER'S APPROVALS AND THE SUBDIVISION ACT AND THE SUBDIVISION ACT REGULATIONS.
 2. THE DEVELOPER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY ENGINEER AND COUNTY ENGINEER.
 3. THE DEVELOPER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY ENGINEER AND COUNTY ENGINEER.
 4. THE DEVELOPER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY ENGINEER AND COUNTY ENGINEER.

PHASE 1 LAYOUT PLAN

ISSUE NO.	ISSUED FOR APPROVALS	DATE
001	CIVIL	03/07/19
PROJECT NO.	PROJECT NAME	PROJECT LOCATION
17131-00	FIFTH AVENUE ESTATES WEST PHASE 1	0
OWNER	DESIGNER	SCALE
C03	AS/PT	1"=40'



FIFTH AVENUE ESTATES WEST
 PHASE 1

QUALITY REVIEW

DATE	BY	DESCRIPTION
03/07/19	AS/PT	ISSUED FOR APPROVALS

SBC
 South Bay Construction Inc.
 Unit 10 - 10000 Highway 100
 Richmond, BC V6V 1K9
 Tel: 604.273.1400
 Fax: 604.273.1401



REGISTERED PROFESSIONAL ENGINEER
 CIVIL ENGINEERING
 No. 12345
 BC

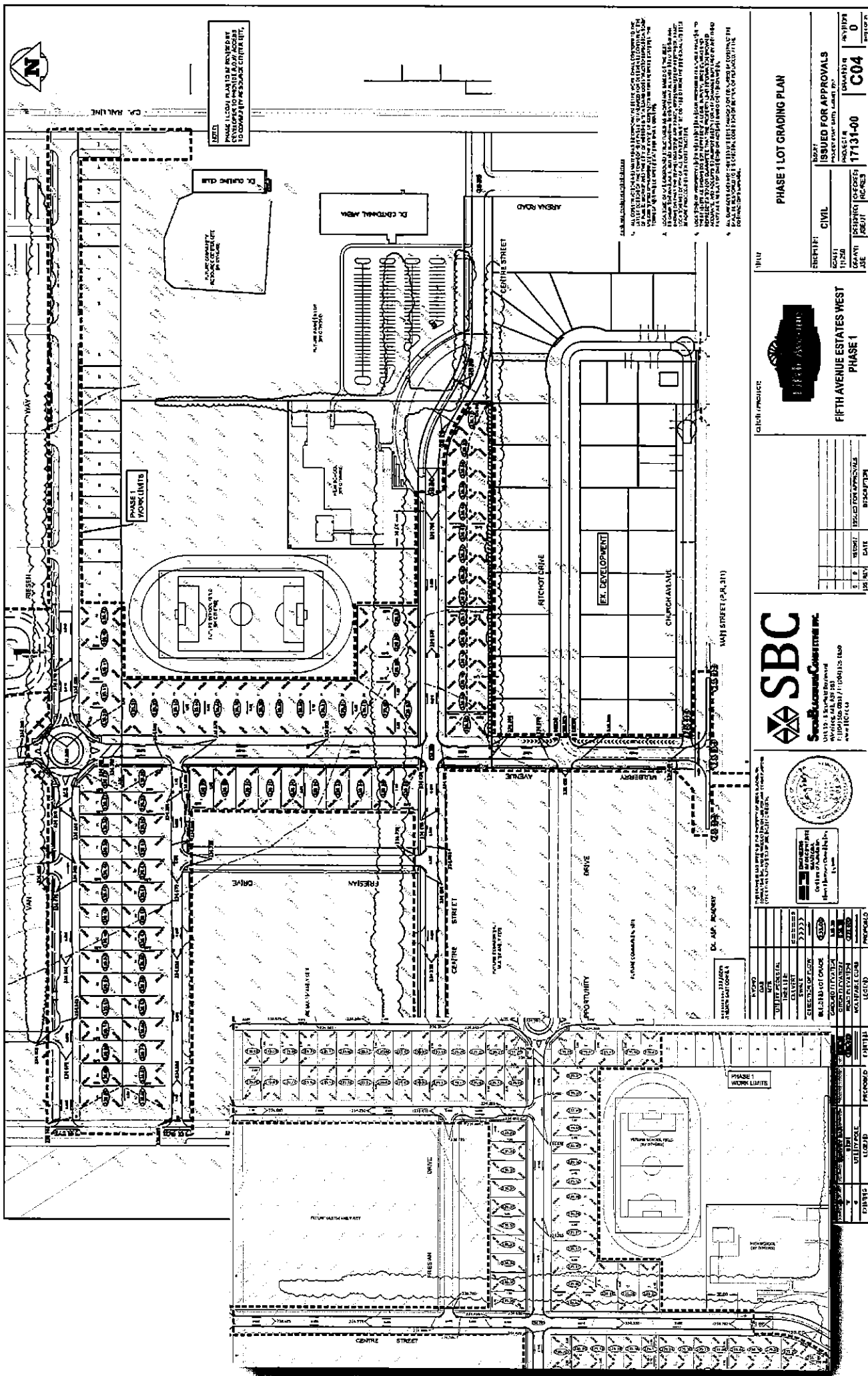
NO.	DESCRIPTION	DATE	BY	STATUS
1	WATER	03/07/19	AS/PT	ISSUED
2	SEWER	03/07/19	AS/PT	ISSUED
3	STORM	03/07/19	AS/PT	ISSUED
4	UTILITY	03/07/19	AS/PT	ISSUED
5	CONCRETE	03/07/19	AS/PT	ISSUED
6	PAVING	03/07/19	AS/PT	ISSUED
7	LANDSCAPE	03/07/19	AS/PT	ISSUED
8	MECHANICAL	03/07/19	AS/PT	ISSUED
9	ELECTRICAL	03/07/19	AS/PT	ISSUED
10	PLUMBING	03/07/19	AS/PT	ISSUED
11	MECHANICAL	03/07/19	AS/PT	ISSUED
12	ELECTRICAL	03/07/19	AS/PT	ISSUED
13	PLUMBING	03/07/19	AS/PT	ISSUED
14	MECHANICAL	03/07/19	AS/PT	ISSUED
15	ELECTRICAL	03/07/19	AS/PT	ISSUED
16	PLUMBING	03/07/19	AS/PT	ISSUED
17	MECHANICAL	03/07/19	AS/PT	ISSUED
18	ELECTRICAL	03/07/19	AS/PT	ISSUED
19	PLUMBING	03/07/19	AS/PT	ISSUED
20	MECHANICAL	03/07/19	AS/PT	ISSUED

METRIC

THIS DRAWING IS THE PROPERTY OF SBC AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, WITHOUT THE WRITTEN PERMISSION OF SBC.

Handwritten signatures and initials: EK, MD

Schedule "C" (page 5 of 21)
Approved Drawings of March 7, 2019
Phase 1 Grading Plan



GENERAL NOTES:

1. ALL UTILITIES SHOWN ARE BASED ON RECORD DRAWINGS AND FIELD SURVEY. THE CONTRACTOR SHALL VERIFY THE LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO CONSTRUCTION.
2. THE CONTRACTOR SHALL MAINTAIN ALL EXISTING UTILITIES UNLESS OTHERWISE SHOWN.
3. THE CONTRACTOR SHALL MAINTAIN ALL EXISTING UTILITIES UNLESS OTHERWISE SHOWN.
4. THE CONTRACTOR SHALL MAINTAIN ALL EXISTING UTILITIES UNLESS OTHERWISE SHOWN.
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9. THE CONTRACTOR SHALL MAINTAIN ALL EXISTING UTILITIES UNLESS OTHERWISE SHOWN.
10. THE CONTRACTOR SHALL MAINTAIN ALL EXISTING UTILITIES UNLESS OTHERWISE SHOWN.

PHASE 1 LOT GRADING PLAN

REVISIONS:

NO.	DATE	DESCRIPTION
1		ISSUED FOR APPROVALS

PROJECT: CIVIL
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 DATE: 11/13/10
 SHEET NO: C04
 TOTAL SHEETS: 0

SEARCHED INDEXED
 SERIALIZED FILED
 MAR 11 2019
 FEDERAL BUREAU OF INVESTIGATION
 PHASE 1
 FIFTH AVENUE ESTATES WEST

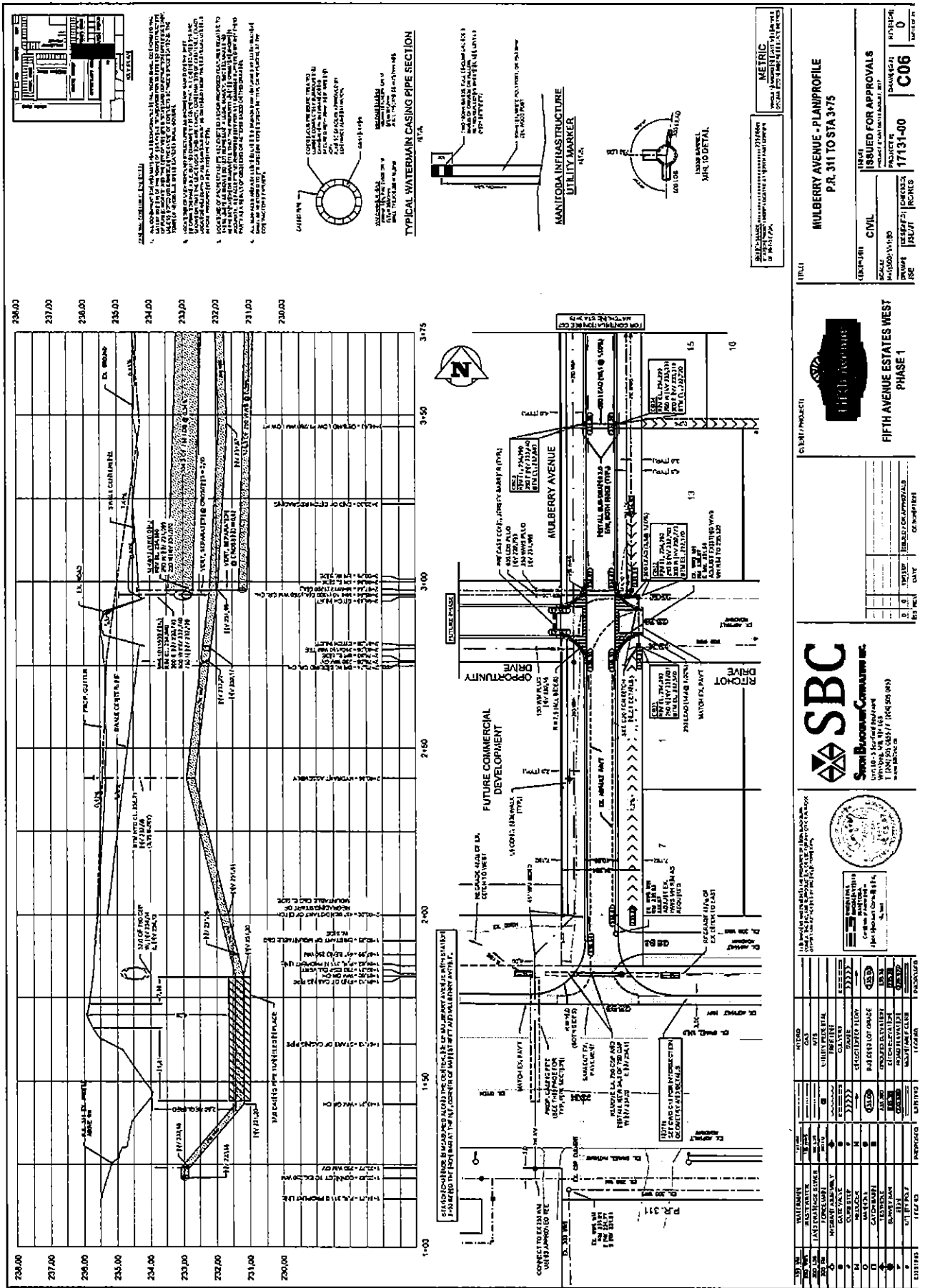
SBC
 SBC CONSULTING INC.
 11115 - 184th Avenue
 Edmonton, Alberta T5A 3L7
 TEL: (780) 463-1111 / (403) 463-1111
 WWW.SBC.CA

REGISTERED PROFESSIONAL ENGINEER
 CIVIL ENGINEERING
 SBC CONSULTING INC.
 11115 - 184th Avenue
 Edmonton, Alberta T5A 3L7
 TEL: (780) 463-1111 / (403) 463-1111
 WWW.SBC.CA

NO.	DATE	DESCRIPTION
1		ISSUED FOR APPROVALS
2		REVISION
3		REVISION
4		REVISION
5		REVISION
6		REVISION
7		REVISION
8		REVISION
9		REVISION
10		REVISION

Handwritten signature and initials: EK MD

Schedule "C" (page 6 of 21)
Approved Drawings of March 7, 2019
Mulberry Avenue Section 1



MULBERRY AVENUE - PLAN PROFILE
 P.R. 311 TO STA 3+75

ISSUED FOR APPROVALS
 PROJECT NO. 17131-00
 SHEET NO. C06

DATE: 03/07/19

SCALE: AS SHOWN

PROJECT: CIVIL

CLIENT: FIFTH AVENUE ESTATES WEST PHASE 1

SBC
 SBC CONSULTANTS INC.

REGISTERED PROFESSIONAL ENGINEER
 CIVIL ENGINEERING
 NO. 10000-11100
 03/07/19

PROJECT: CIVIL

CLIENT: FIFTH AVENUE ESTATES WEST PHASE 1

SBC
 SBC CONSULTANTS INC.

REGISTERED PROFESSIONAL ENGINEER
 CIVIL ENGINEERING
 NO. 10000-11100
 03/07/19

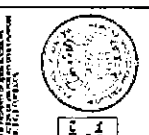
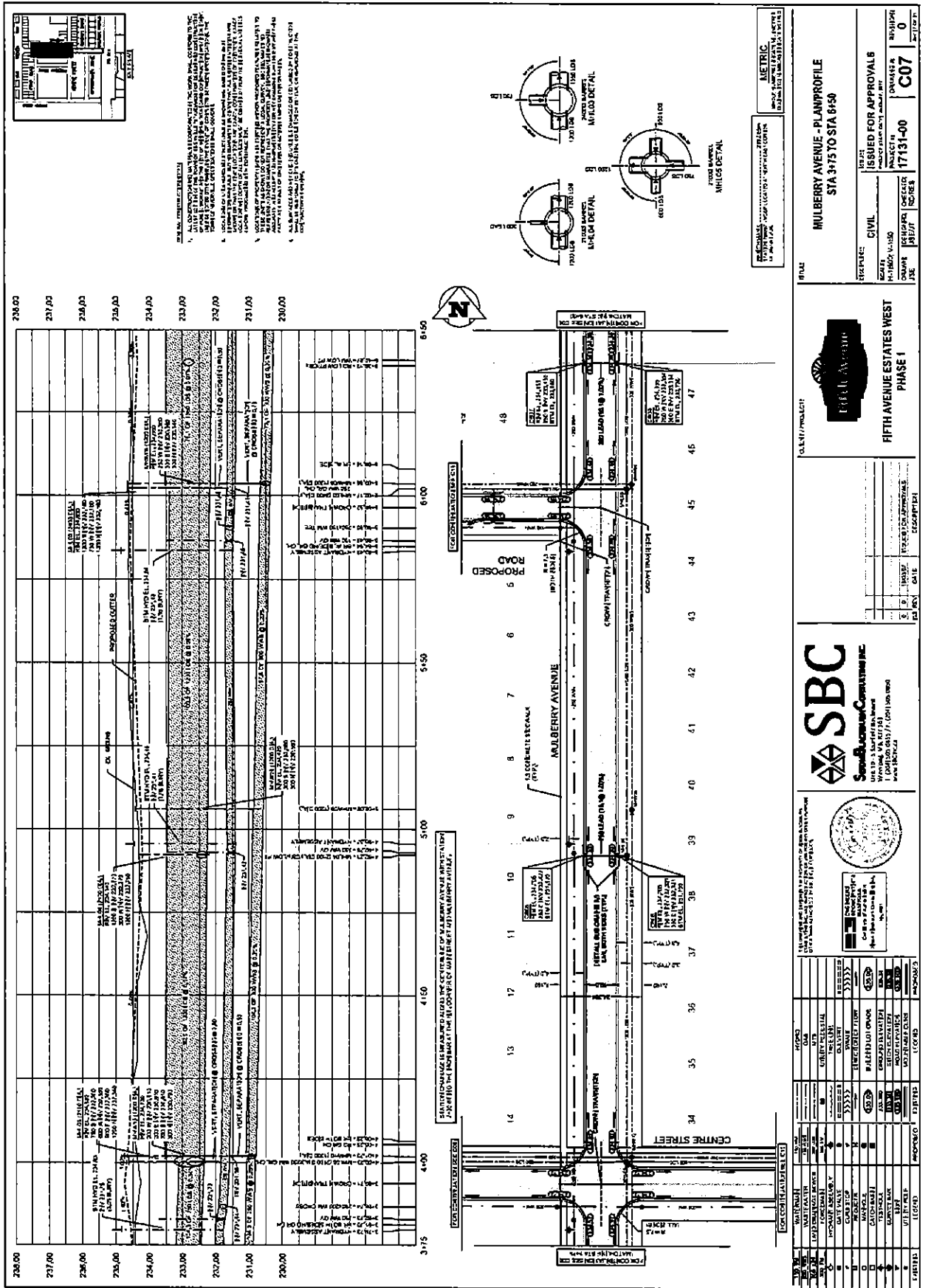
PROJECT: CIVIL

CLIENT: FIFTH AVENUE ESTATES WEST PHASE 1

NO.	DESCRIPTION	DATE	BY	CHECKED
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3	ISSUED FOR APPROVALS	03/07/19	EA	EA
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7	ISSUED FOR APPROVALS	03/07/19	EA	EA
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46	ISSUED FOR APPROVALS	03/07/19	EA	EA
47	ISSUED FOR APPROVALS	03/07/19	EA	EA
48	ISSUED FOR APPROVALS	03/07/19	EA	EA
49	ISSUED FOR APPROVALS	03/07/19	EA	EA
50	ISSUED FOR APPROVALS	03/07/19	EA	EA

EA
MD

Schedule "C" (page 7 of 21)
 Approved Drawings of March 7, 2019
 Mulberry Avenue Section 2

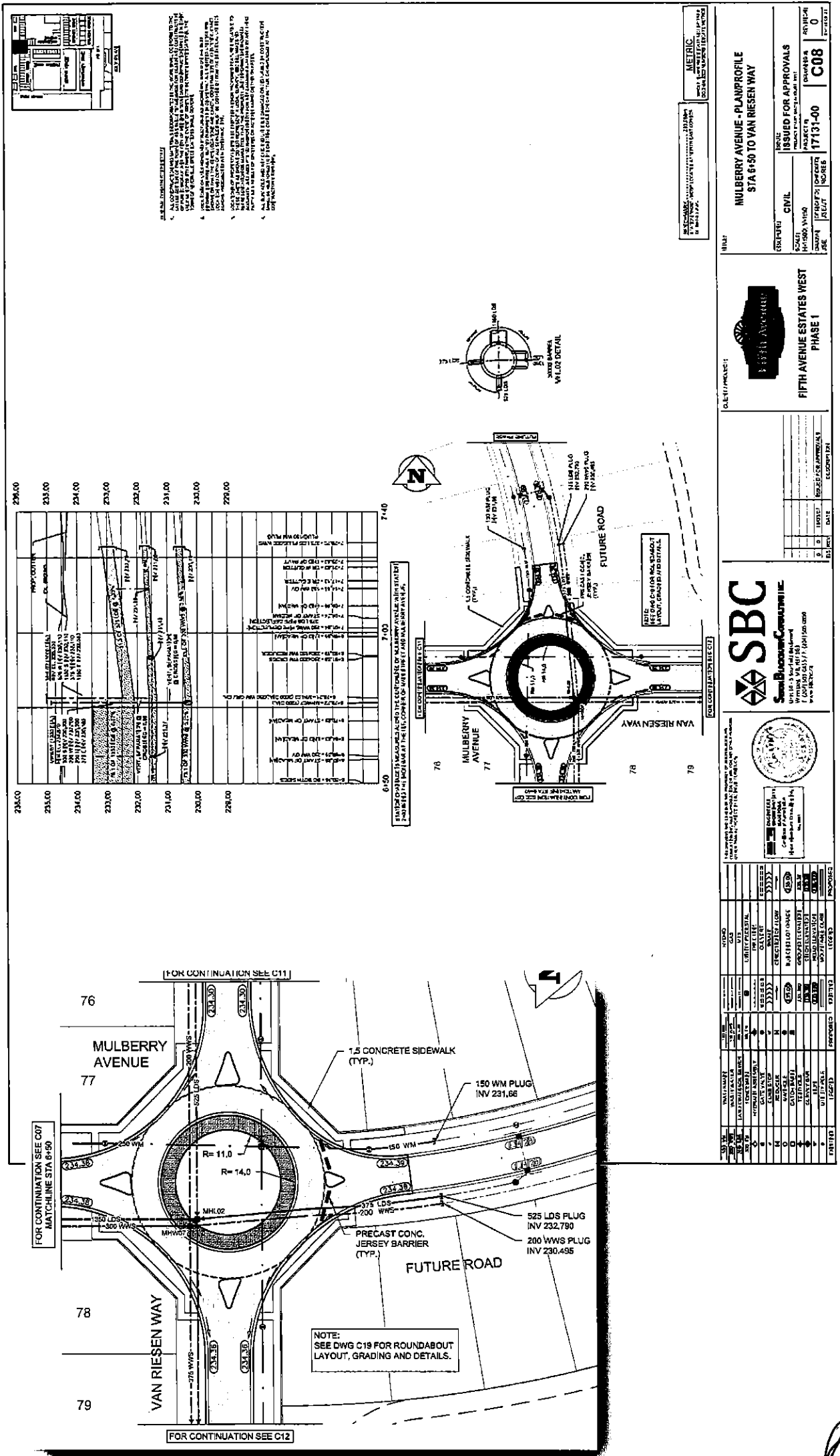


1. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE SPECIFICATIONS AND DETAILS OF THE CONTRACT DOCUMENTS.
 2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS.
 3. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.

NO.	DESCRIPTION	QUANTITY	UNIT	REMARKS
1	CONCRETE	1000	CU YD	
2	ASPHALT	500	SQ YD	
3	GRAVEL	200	CY	
4	PIPE	100	LINEAL FT	
5	MANHOLE	5	NO.	
6	WHOLE	10	NO.	
7	REINFORCING BARS	50	NO.	
8	FORMWORK	100	SQ YD	
9	PAINT	10	NO.	
10	LABOR	1000	HOURS	

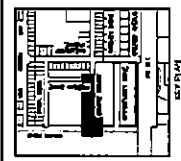
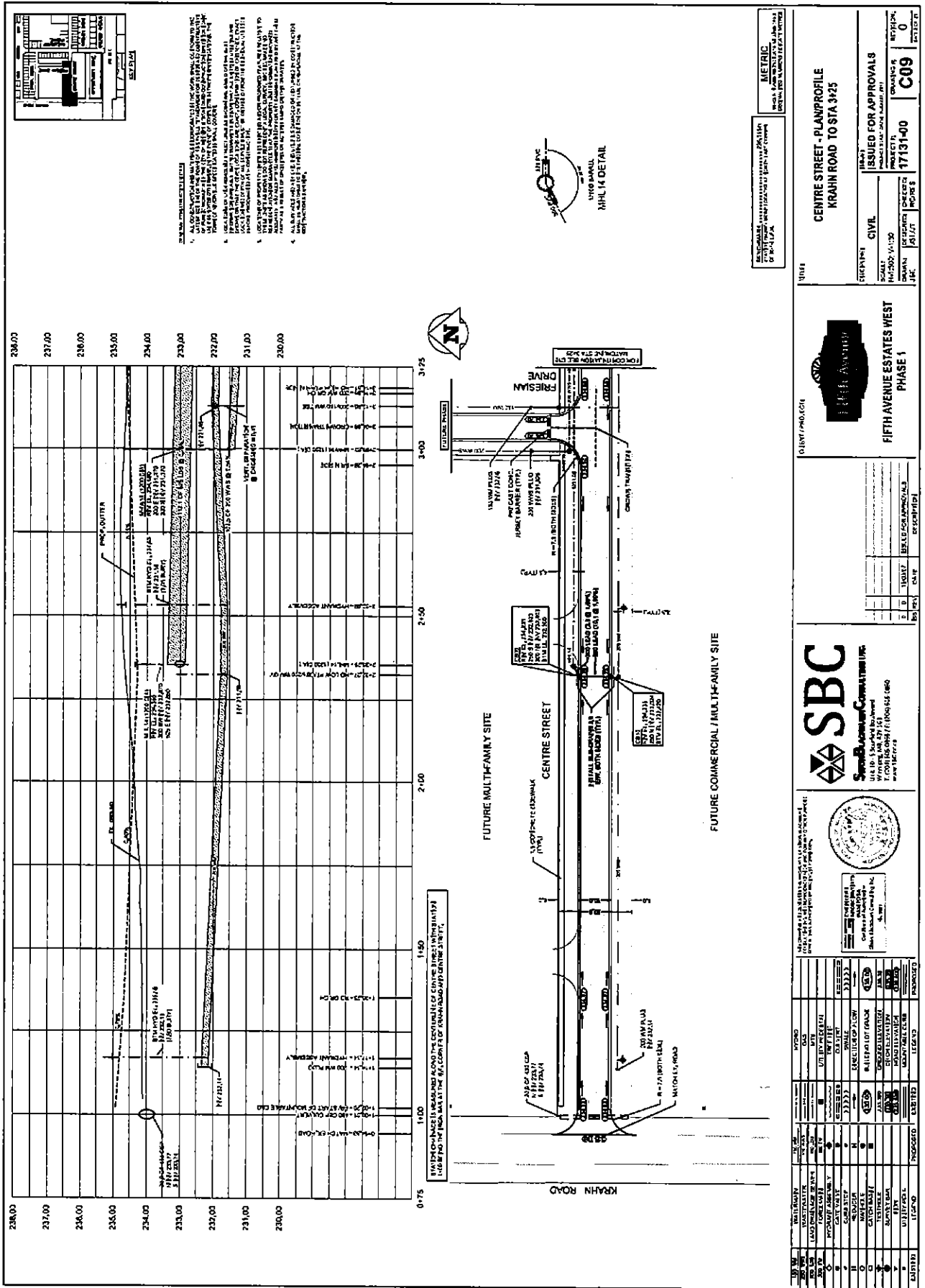
Handwritten signature and initials:
 Eke MB

Schedule "C" (page 8 of 21)
Approved Drawings of March 7, 2019
Mulberry Avenue Roundabout



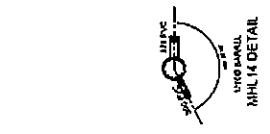
EK MD

Schedule "C" (page 9 of 21)
Approved Drawings of March 7, 2019
Centre Street Section 1



NOTES:

1. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
2. ALL UTILITIES SHOWN ARE BASED ON FIELD SURVEY DATA AND ARE NOT TO BE CONSIDERED AS A GUARANTEE OF LOCATION OR DEPTH.
3. THE ENGINEER HAS REVIEWED THE RECORD DRAWINGS AND HAS FOUND THEM TO BE IN ACCORDANCE WITH THE PROJECT REQUIREMENTS.
4. THE ENGINEER HAS REVIEWED THE FIELD DATA AND HAS FOUND IT TO BE ACCURATE AND COMPLETE.
5. THE ENGINEER HAS REVIEWED THE PROPOSED WORK AND HAS FOUND IT TO BE FEASIBLE AND SAFE.



METRIC
ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED
 UNLESS SPECIFICALLY NOTED OTHERWISE

CENTRE STREET - PLAN PROFILE
KRAHN ROAD TO STA 3+25

ISSUED FOR APPROVALS
 PROJECT NO. **17131400**
 SHEET NO. **C09**

FIFTH AVENUE ESTATES WEST
PHASE 1

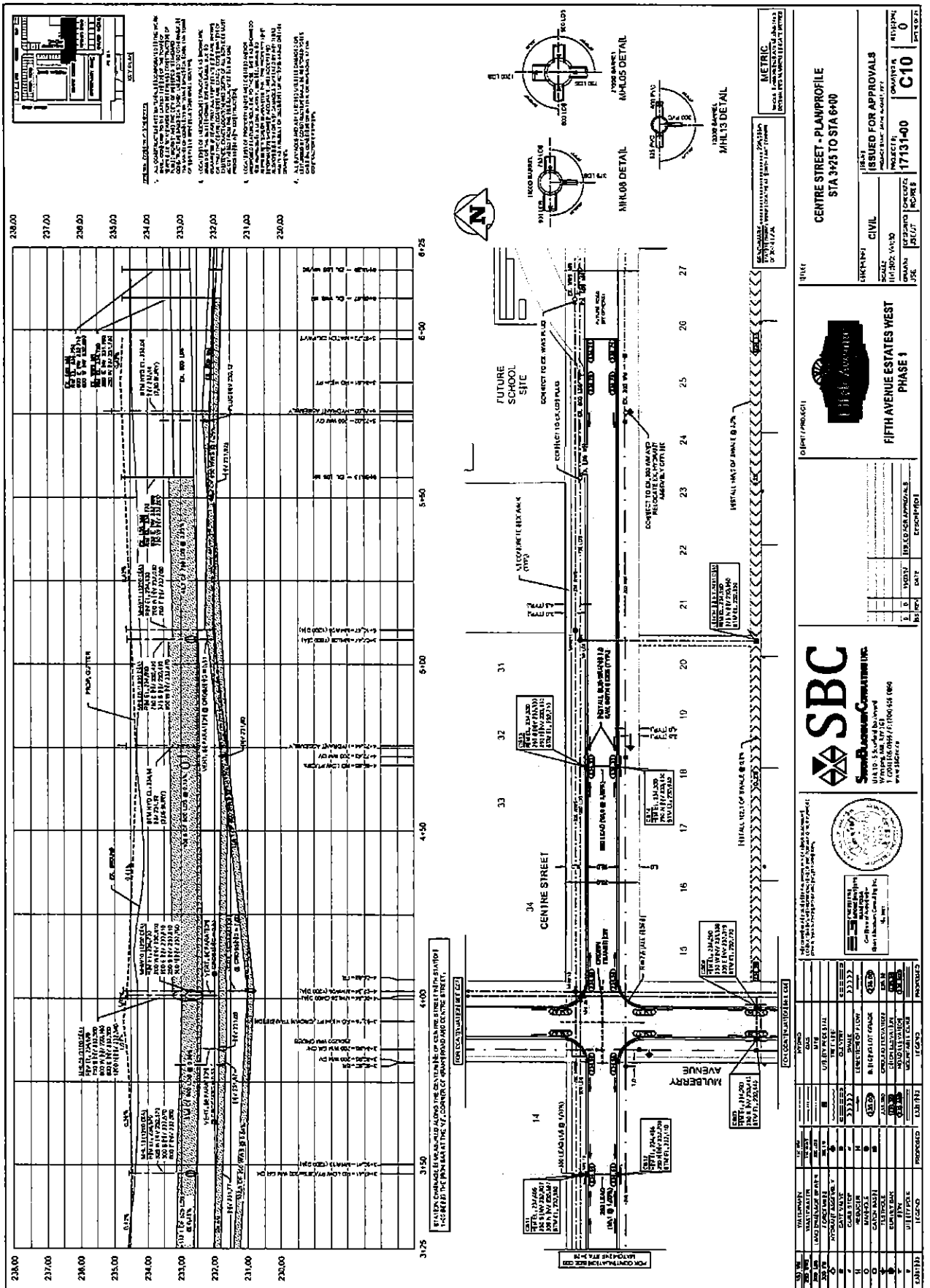
NO.	DATE	DESCRIPTION
1		ISSUED FOR APPROVALS
2		ISSUED FOR APPROVALS
3		ISSUED FOR APPROVALS

SBC
Sustainable Building Consulting Inc.
 Suite 101 - 100 West Beaver Creek Rd.
 Richmond Hill, Ontario L4B 1N3
 Tel: (905) 889-1100
 Fax: (905) 889-1101
 www.sbc.ca

NO.	DATE	DESCRIPTION
1		ISSUED FOR APPROVALS
2		ISSUED FOR APPROVALS
3		ISSUED FOR APPROVALS
4		ISSUED FOR APPROVALS
5		ISSUED FOR APPROVALS
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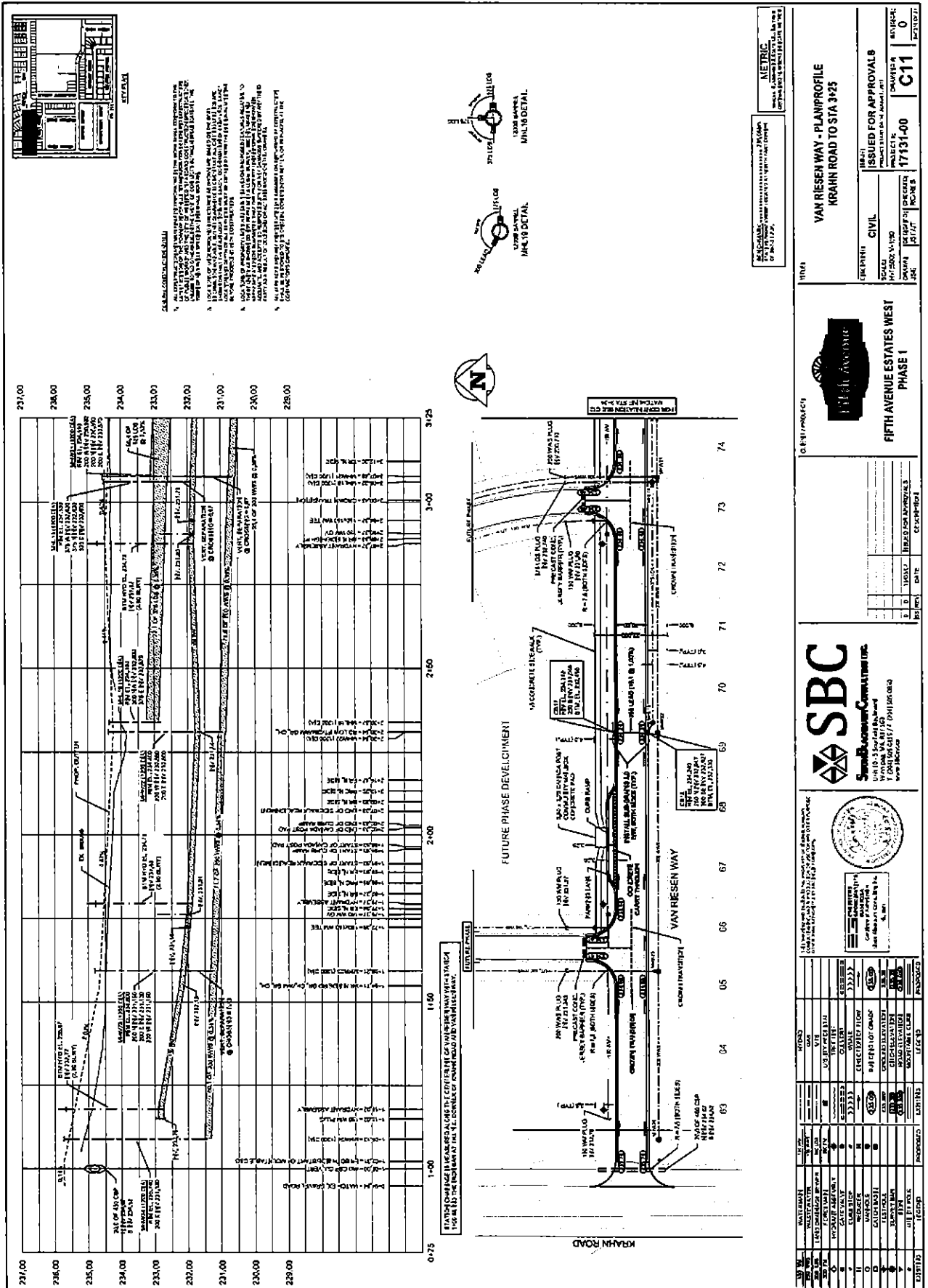
Handwritten signatures and initials: ER, MD, and a large scribble.

Schedule "C" (page 10 of 21)
Approved Drawings of March 7, 2019
Centre Street Section 2



ECC MD

Schedule "C" (page 11 of 21)
 Approved Drawings of March 7, 2019
 Van Riesen Way Section 1



VAN RIESEN WAY - PLAN PROFILE
 KRRAIN ROAD TO STA 3+25

ISSUED FOR APPROVALS
 PROJECT NO. 17731-00
 DRAWING NO. C11

DATE: 03/07/19

SCALE: AS SHOWN

PROJECT: CIVIL

ISSUED FOR APPROVALS
 PROJECT NO. 17731-00
 DRAWING NO. C11

DATE: 03/07/19

FIFTH AVENUE ESTATES WEST
 PHASE 1

PREPARED FOR: [Client Name]

DATE: [Date]

SCALE: [Scale]

PROJECT: CIVIL

ISSUED FOR APPROVALS
 PROJECT NO. 17731-00
 DRAWING NO. C11

DATE: 03/07/19

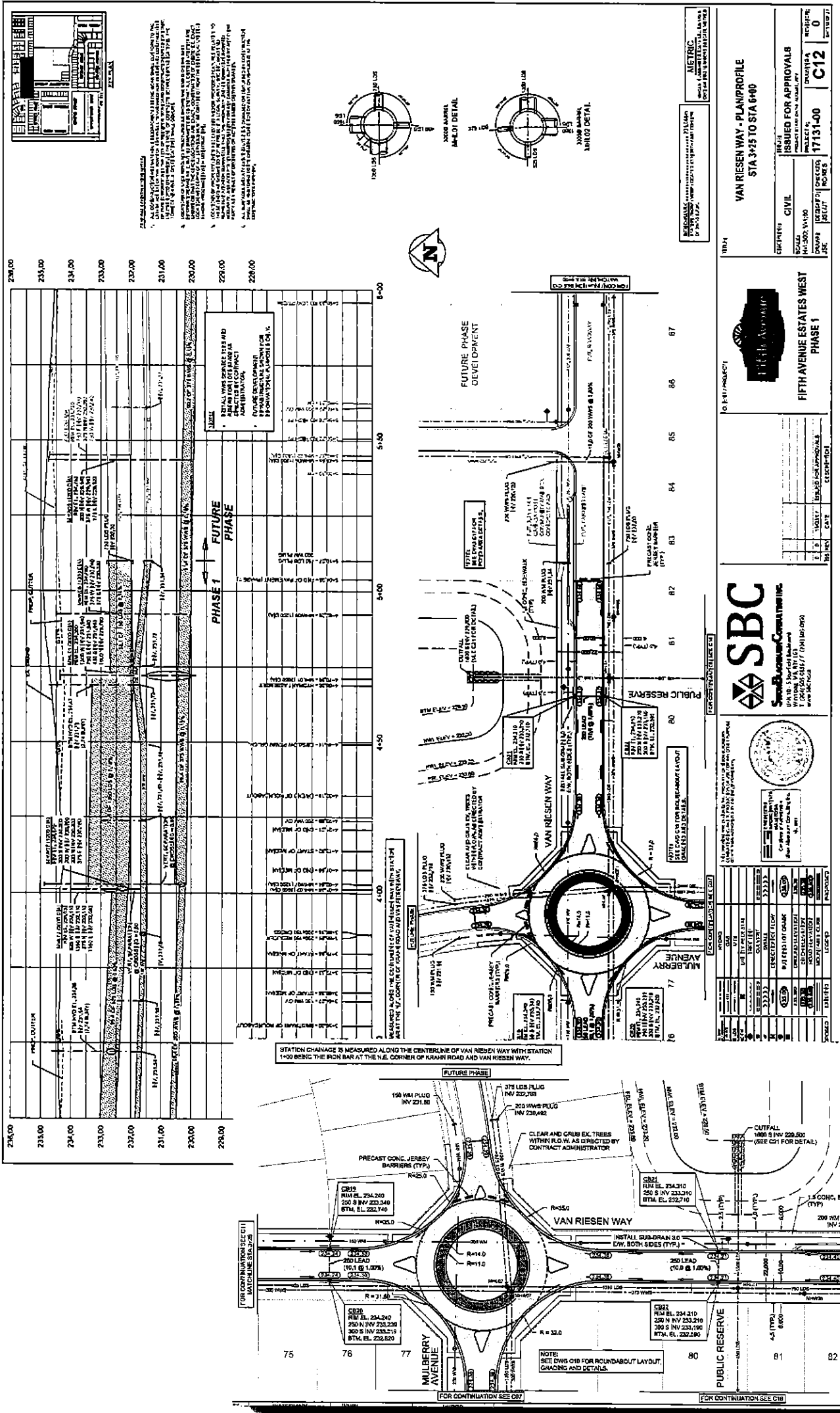
SBC
 Structural Concrete Inc.

100 S. 10th Street
 Wausau, WI 54980
 (715) 792-1111
 www.sbcwi.com

Professional Engineer Seal
 Name: [Name]
 License No.: [License No.]
 State: Wisconsin

NO.	DESCRIPTION	DATE	BY	CHKD.
1	ISSUED FOR APPROVALS	03/07/19	[Name]	[Name]
2	ISSUED FOR APPROVALS	03/07/19	[Name]	[Name]
3	ISSUED FOR APPROVALS	03/07/19	[Name]	[Name]
4	ISSUED FOR APPROVALS	03/07/19	[Name]	[Name]
5	ISSUED FOR APPROVALS	03/07/19	[Name]	[Name]
6	ISSUED FOR APPROVALS	03/07/19	[Name]	[Name]
7	ISSUED FOR APPROVALS	03/07/19	[Name]	[Name]
8	ISSUED FOR APPROVALS	03/07/19	[Name]	[Name]
9	ISSUED FOR APPROVALS	03/07/19	[Name]	[Name]
10	ISSUED FOR APPROVALS	03/07/19	[Name]	[Name]

Schedule "C" (page 12 of 21)
Approved Drawings of March 7, 2019
Van Riesen Way Roundabout



REVISIONS

NO.	DATE	DESCRIPTION
1	11/15/18	ISSUED FOR APPROVALS
2	03/07/19	ISSUED FOR APPROVALS

PROJECT INFORMATION

PROJECT: CIVIL
 DRAWN BY: JAC
 CHECKED BY: JAC
 DATE: 03/07/19

SCALE: 1"=50'-0"

PROJECT NO.: 17151-00

PROJECT NAME: VAN RIESEN WAY - PLAN/PROFILE STA 3+25 TO STA 6+40

CLIENT: FIFTH AVENUE ESTATES WEST PHASE 1

DATE: 03/07/19

PROJECT NO.: 17151-00

PROJECT NAME: VAN RIESEN WAY - PLAN/PROFILE STA 3+25 TO STA 6+40

SCALE: 1"=50'-0"

PROJECT NO.: 17151-00

PROJECT NAME: VAN RIESEN WAY - PLAN/PROFILE STA 3+25 TO STA 6+40

SBC
 SBC Engineering & Construction, Inc.
 10000 S. 26th Street, Suite 100
 Tulsa, Oklahoma 74134
 Phone: (918) 436-3111 / (918) 436-7962
 Fax: (918) 436-3112
 www.sbc-engineering.com

REGISTERED PROFESSIONAL ENGINEER

STATE OF OKLAHOMA

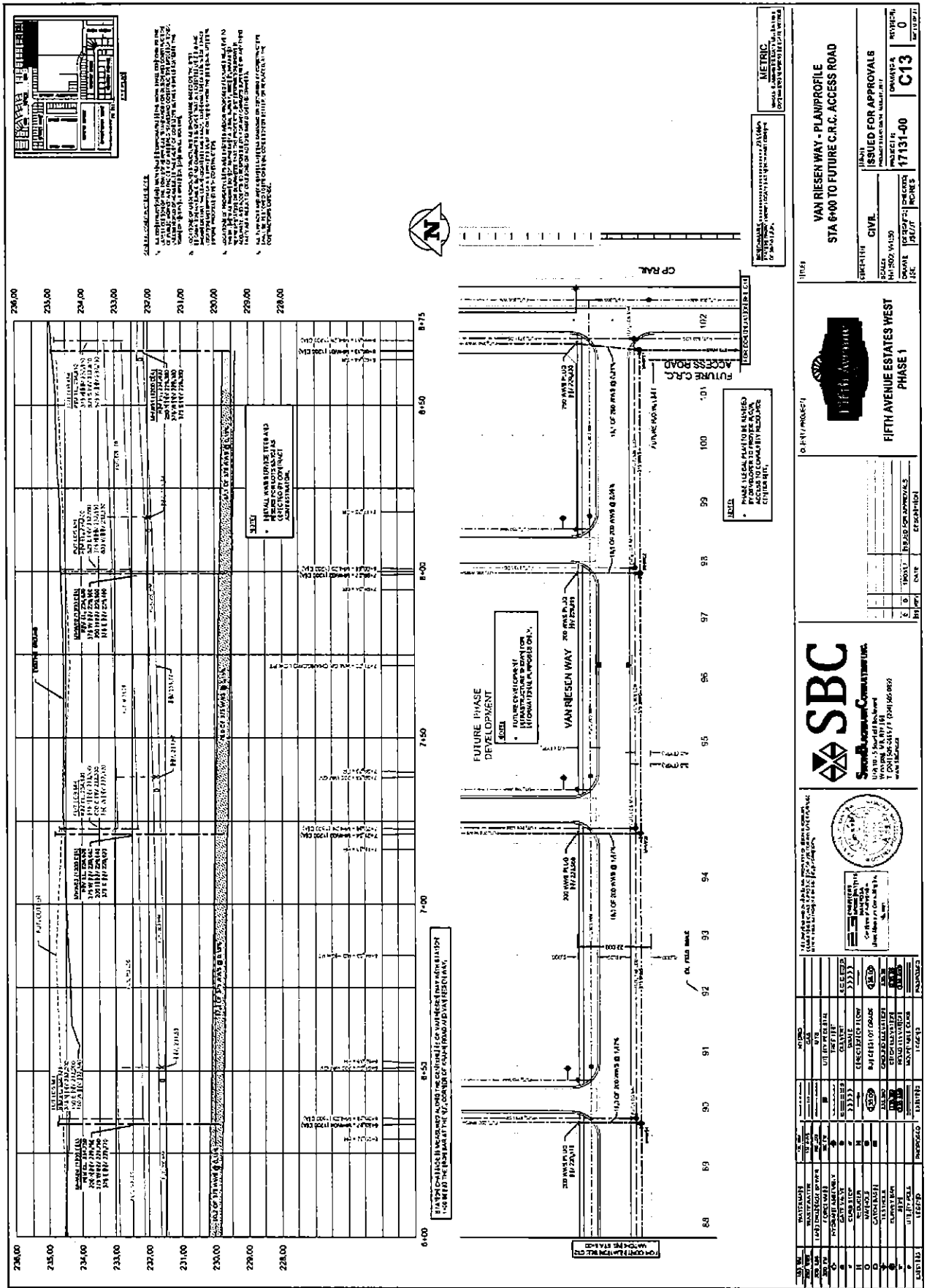
NO. 12345

DATE: 03/07/19

NO.	DATE	DESCRIPTION
1	11/15/18	ISSUED FOR APPROVALS
2	03/07/19	ISSUED FOR APPROVALS

MD
 EK

Schedule "C" (page 13 of 21)
 Approved Drawings of March 7, 2019
 Van Riesen Way Section 2

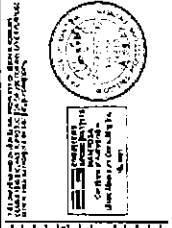


SCALE: 1/4" = 1'-0"
 1. ALL DIMENSIONS UNLESS OTHERWISE NOTED ARE IN FEET AND INCHES.
 2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
 3. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
 4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES AND STRUCTURES.
 5. THE CONTRACTOR SHALL MAINTAIN ADEQUATE DRAINAGE THROUGHOUT THE PROJECT.
 6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL ENVIRONMENTAL FEATURES.
 7. THE CONTRACTOR SHALL MAINTAIN ADEQUATE ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
 8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES.
 9. THE CONTRACTOR SHALL MAINTAIN ADEQUATE DRAINAGE THROUGHOUT THE PROJECT.
 10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL ENVIRONMENTAL FEATURES.

VAN RIESEN WAY - PLAN/PROFILE		ISSUED FOR APPROVALS	
STA 6+00 TO FUTURE C.R.C. ACCESS ROAD		PROJECT NO. 17131-00	
DATE: 03/07/19	SCALE: 1/4" = 1'-0"	DATE: 03/07/19	SCALE: 1/4" = 1'-0"
DESIGNER: SBC	CHECKER: [Signature]	DATE: 03/07/19	SCALE: 1/4" = 1'-0"
PROJECT: CIVIL	PROJECT: CIVIL	PROJECT: CIVIL	PROJECT: CIVIL
PROJECT: CIVIL	PROJECT: CIVIL	PROJECT: CIVIL	PROJECT: CIVIL
PROJECT: CIVIL	PROJECT: CIVIL	PROJECT: CIVIL	PROJECT: CIVIL



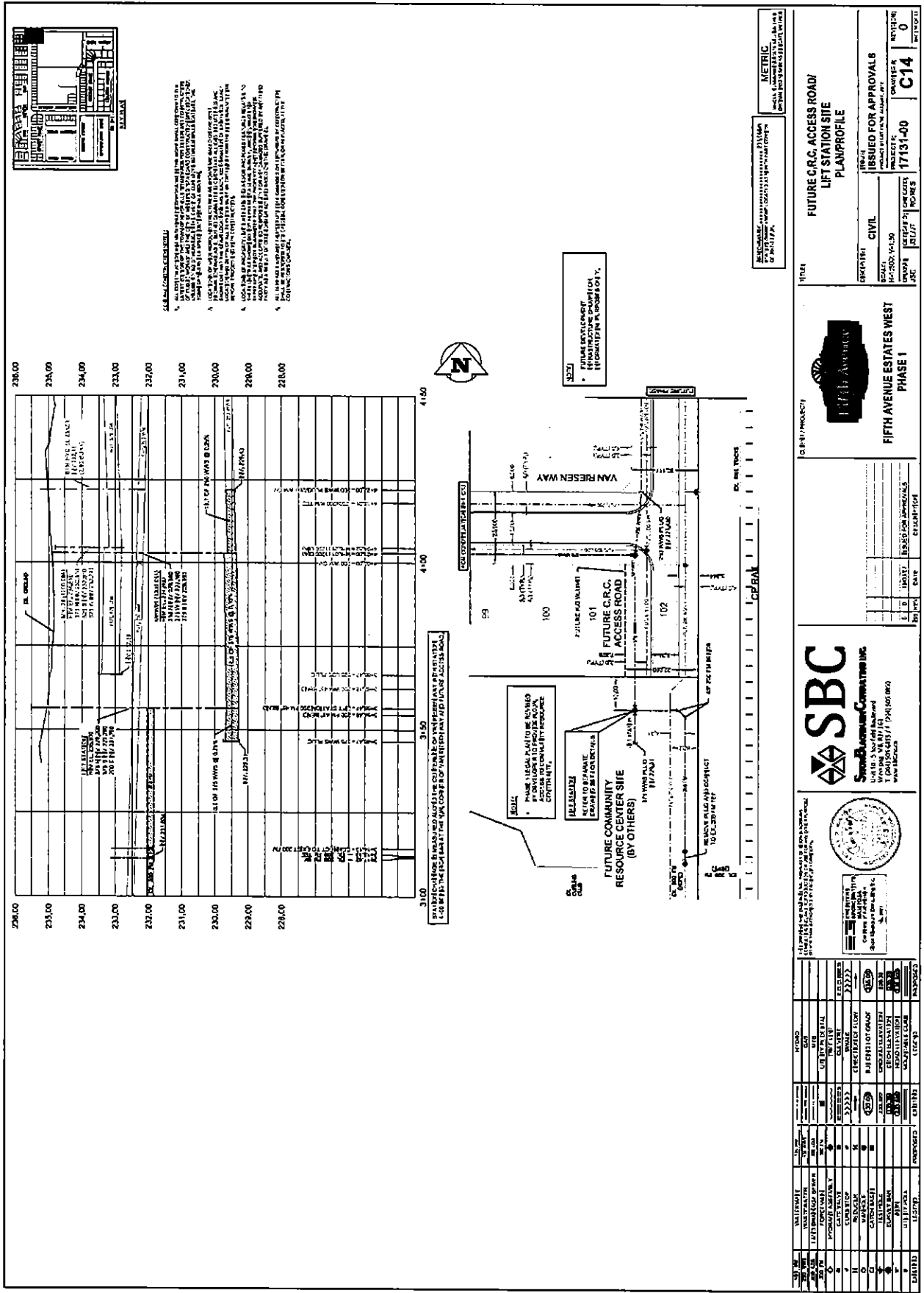
NO.	DATE	DESCRIPTION
1	03/07/19	ISSUED FOR APPROVALS
2	03/07/19	ISSUED FOR APPROVALS
3	03/07/19	ISSUED FOR APPROVALS
4	03/07/19	ISSUED FOR APPROVALS
5	03/07/19	ISSUED FOR APPROVALS



NO.	DATE	DESCRIPTION
1	03/07/19	ISSUED FOR APPROVALS
2	03/07/19	ISSUED FOR APPROVALS
3	03/07/19	ISSUED FOR APPROVALS
4	03/07/19	ISSUED FOR APPROVALS
5	03/07/19	ISSUED FOR APPROVALS

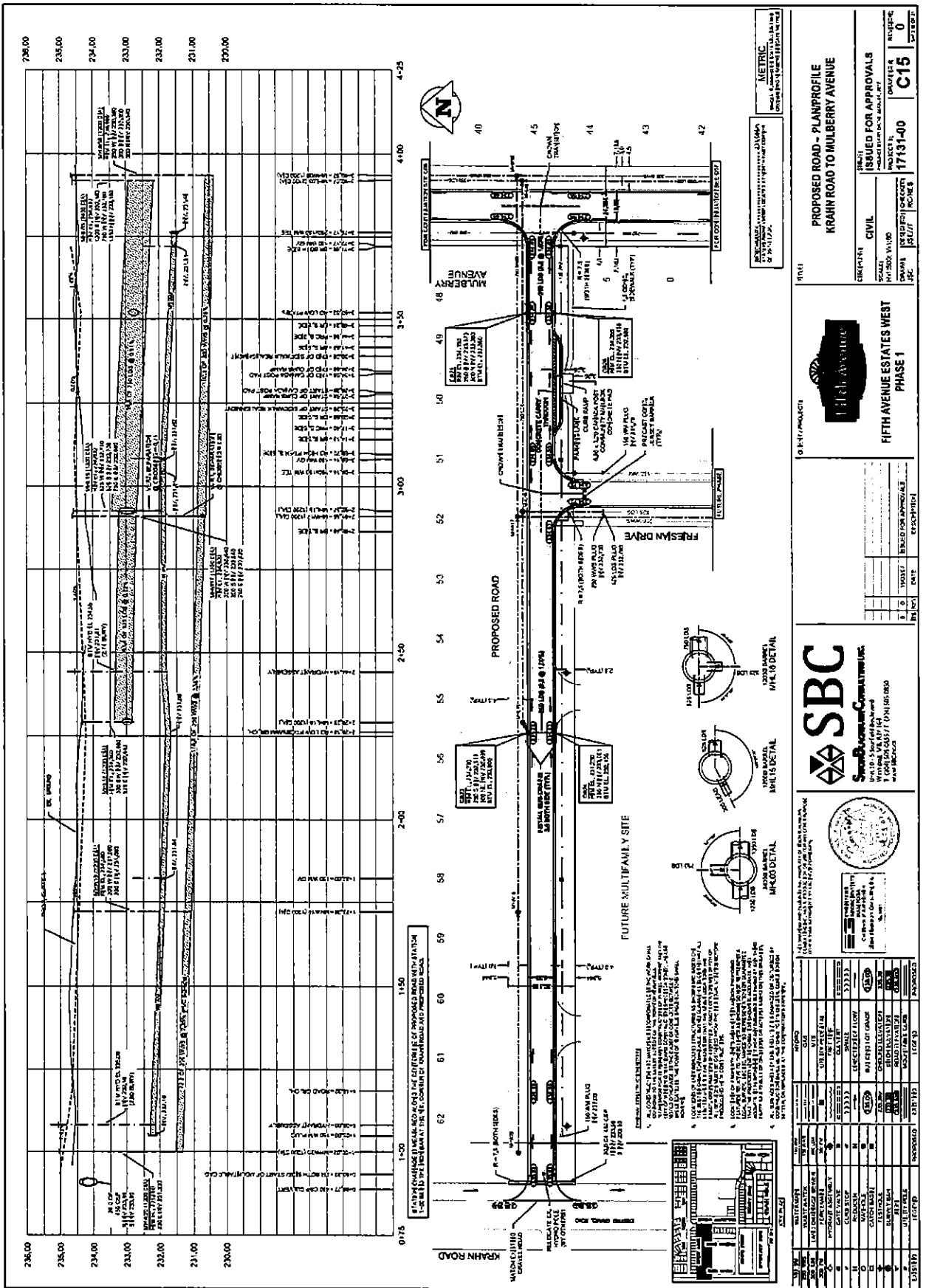
MD EK

Schedule "C" (page 14 of 21)
 Approved Drawings of March 7, 2019
 Future Access Road



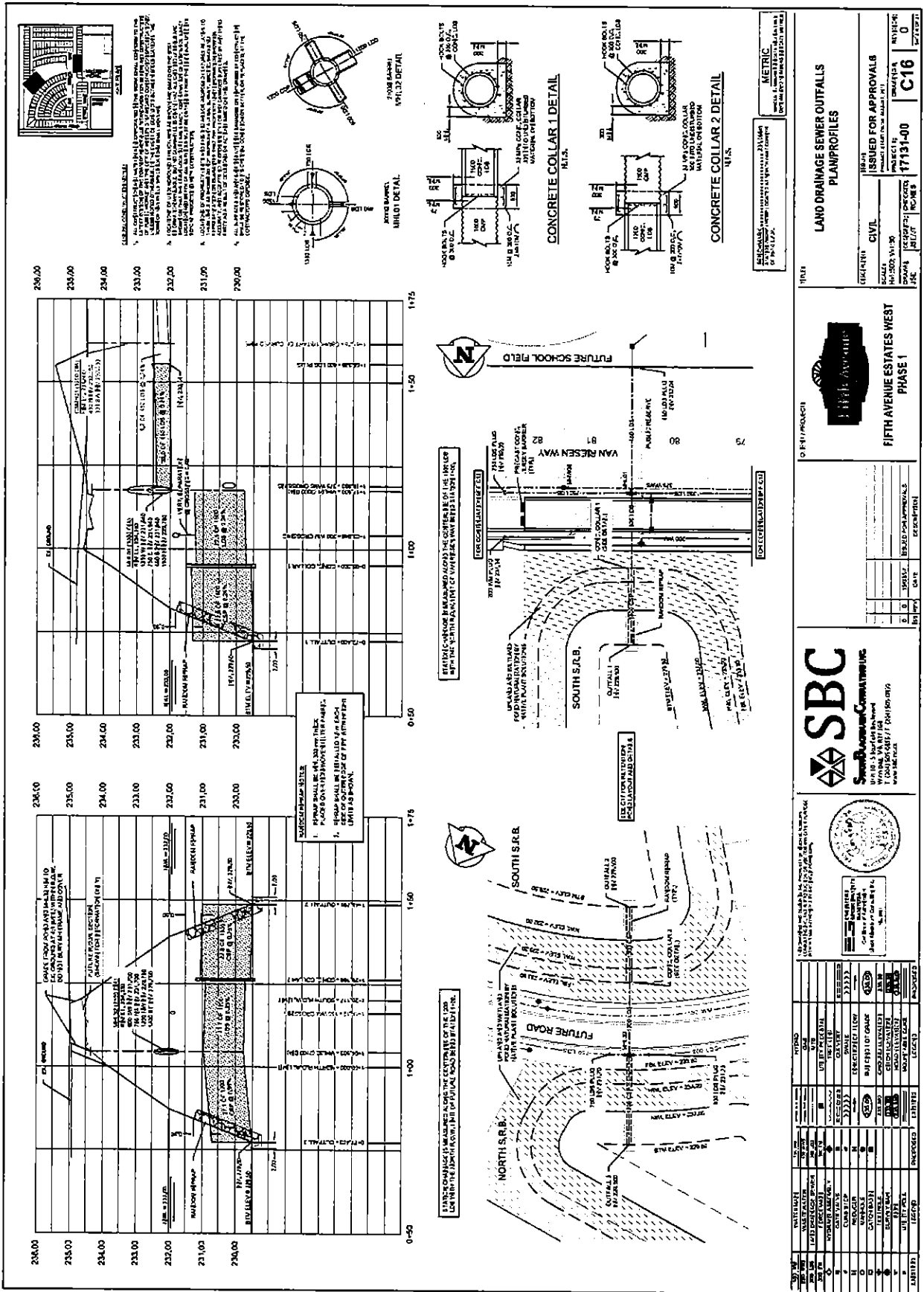
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Schedule "C" (page 15 of 21)
Approved Drawings of March 7, 2019
Proposed Road



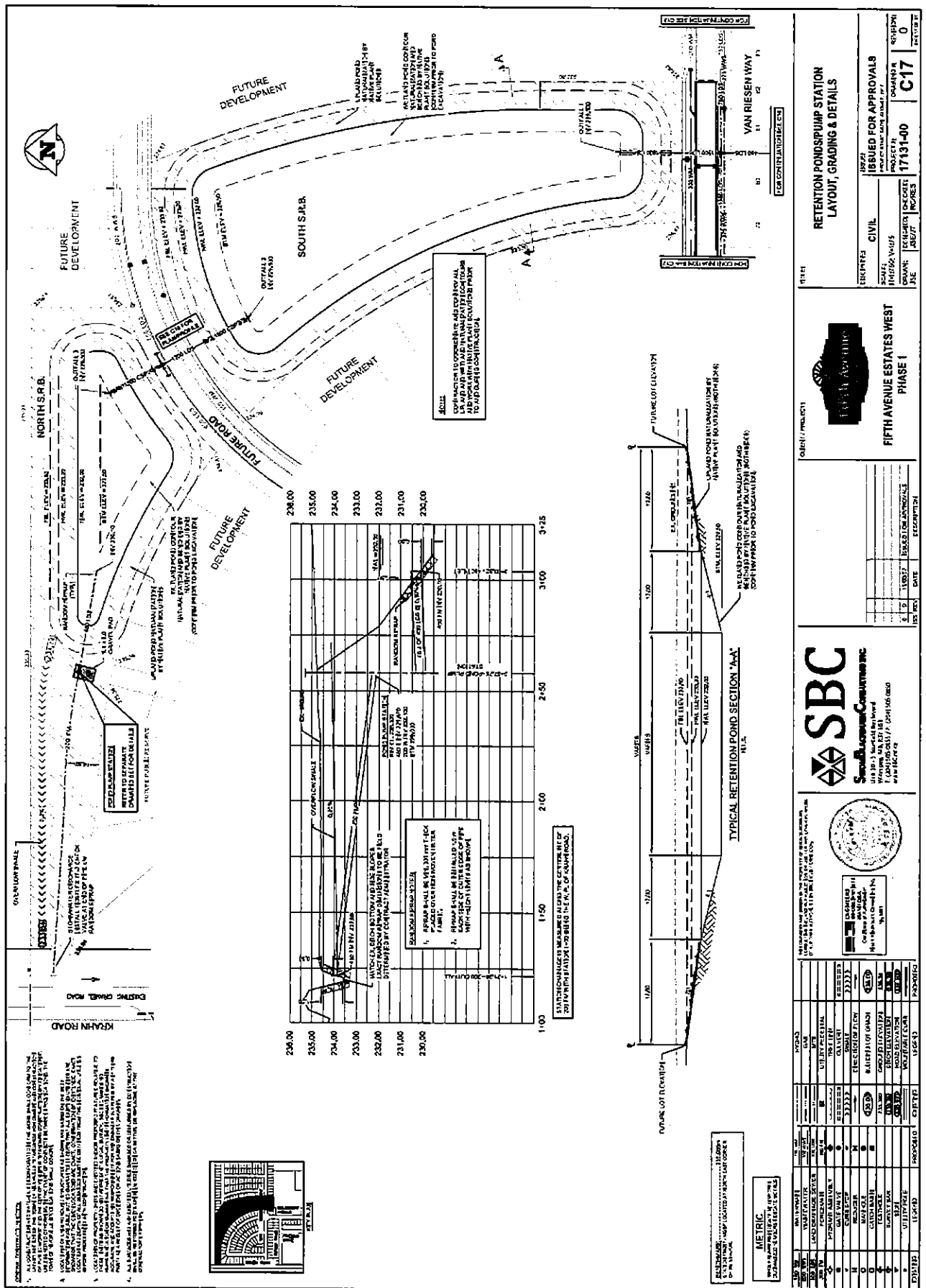
Handwritten signatures and initials:
 EC
 MD

Schedule "C" (page 16 of 21)
Approved Drawings of March 7, 2019
LDS Outfalls



Handwritten signature and initials:
 [Signature]
 MD

Schedule "C" (page 17 of 21)
Approved Drawings of March 7, 2019
Retention Pond Layout



RETENTION POND PUMP STATION LAYOUT, GRADING & DETAILS

ISSUED FOR APPROVALS
 PROJECT: 17131-00
 SHEET: 0

DATE: 17/03/19
 DRAWN: JAB/TJ
 CHECKED: JAB/TJ
 PROJECT: 17131-00
 SHEET: 0

FIFTH AVENUE ESTATES WEST PHASE I

REV	NO.	DATE	DESCRIPTION
1	1	17/03/19	ISSUED FOR APPROVALS

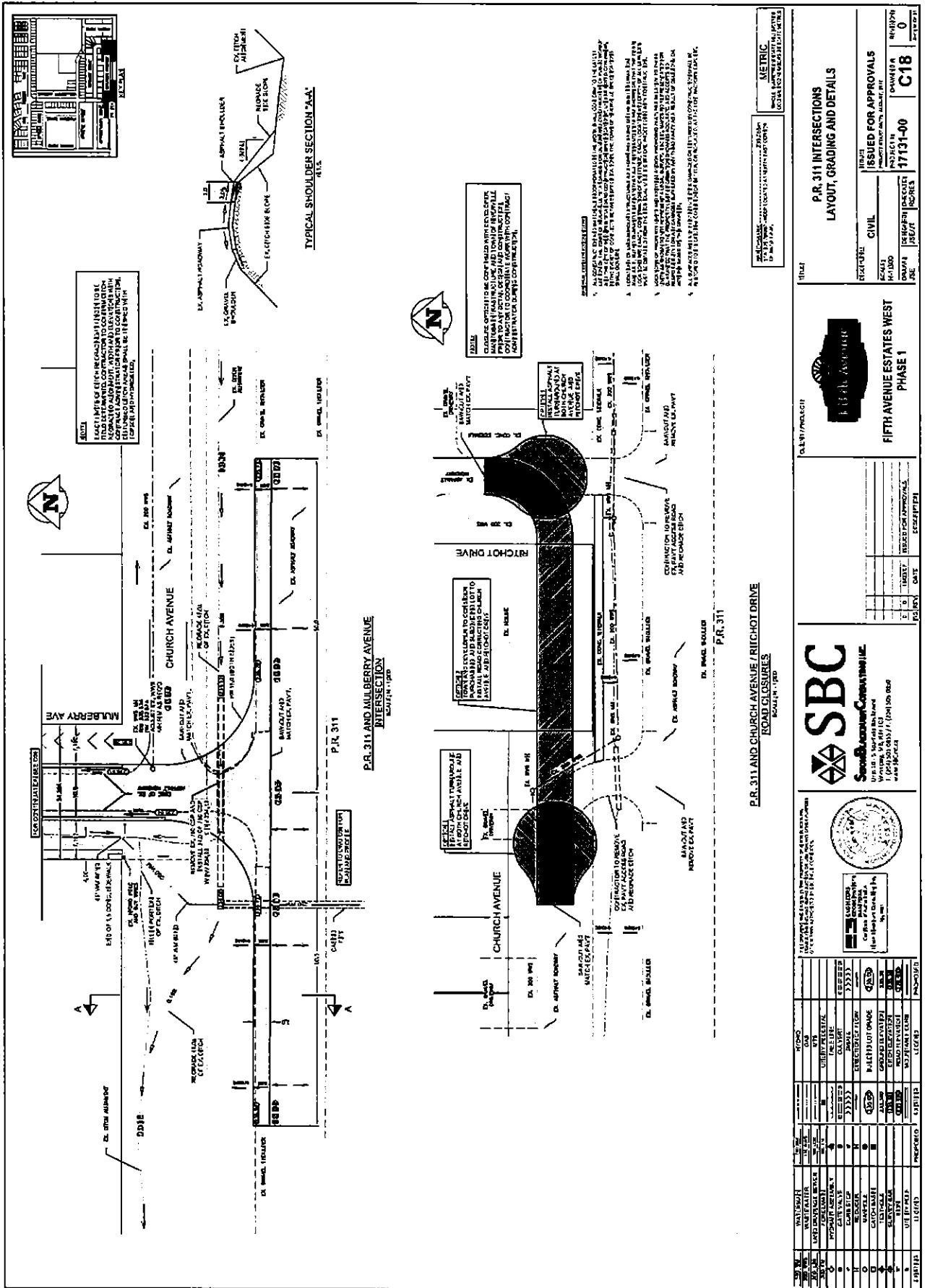
SBC
 South Coast Construction
 17/03/19 11:16 AM
 17/03/19 11:16 AM

REGISTERED PROFESSIONAL ENGINEER
 CIVIL ENGINEERING
 No. 17131-00-001
 17/03/19 11:16 AM

NO.	DESCRIPTION	DATE	BY	CHECKED
1	ISSUED FOR APPROVALS	17/03/19	JAB	JAB

Handwritten signatures and initials: ECA, MD

Schedule "C" (page 18 of 21)
 Approved Drawings of March 7, 2019
 PR311 / Church / Ritchot



ISSUED FOR APPROVALS

PROJECT NO: **17131-00**

DATE: **03/07/19**

DRAWN BY: **MD**

CHECKED BY: **EU**

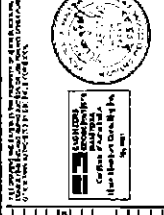
SCALE: **C18**

SHEET NO: **0**



FIFTH AVENUE WEST
PHASE 1

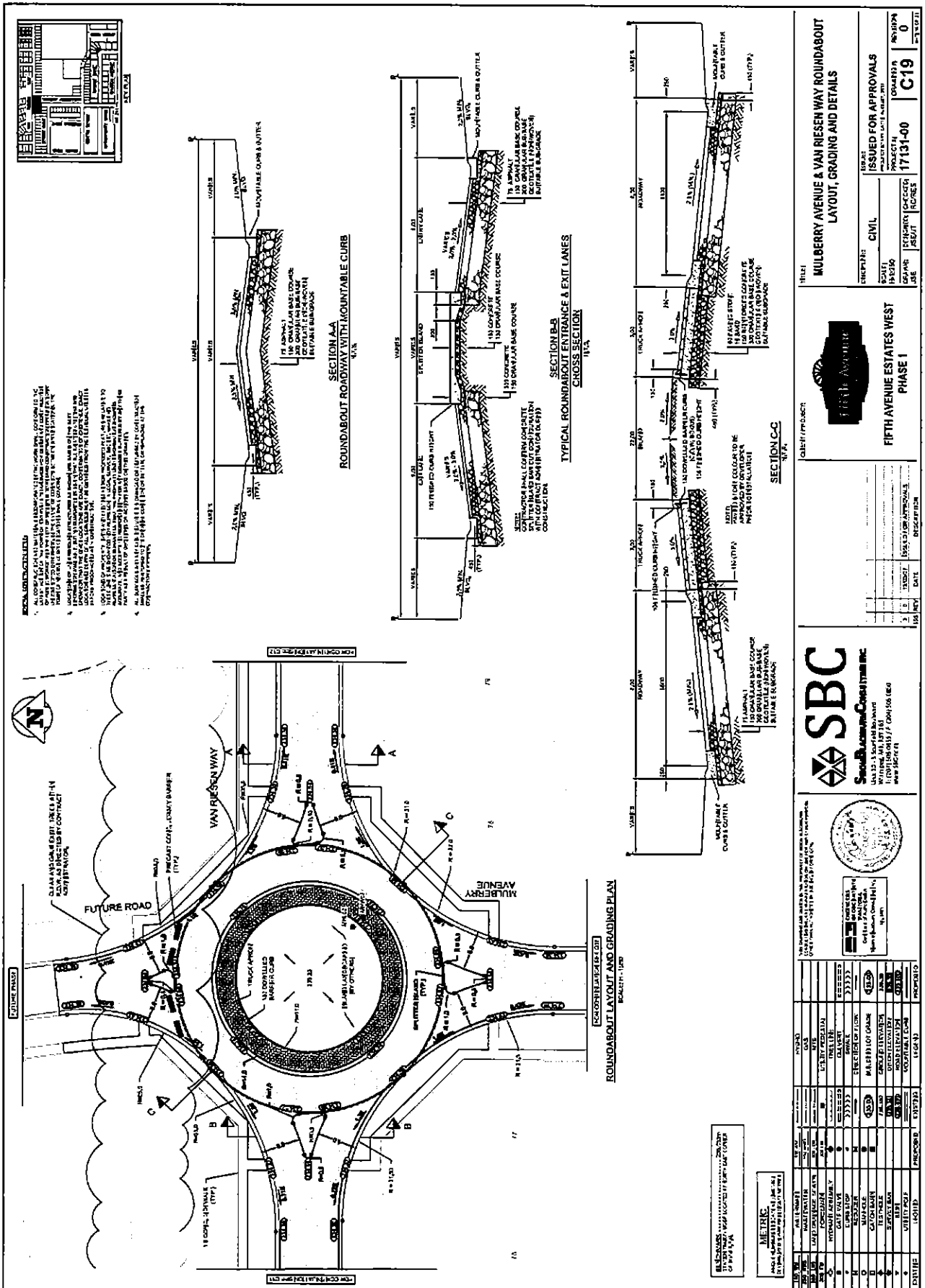
SBC
 Sustainable Building Consulting
 17131-00



NO.	DESCRIPTION	QTY	UNIT	REMARKS
1	GRAVEL	100	CU YD	FOR SUBGRADE
2	GRAVEL	100	CU YD	FOR SUBGRADE
3	GRAVEL	100	CU YD	FOR SUBGRADE
4	GRAVEL	100	CU YD	FOR SUBGRADE
5	GRAVEL	100	CU YD	FOR SUBGRADE
6	GRAVEL	100	CU YD	FOR SUBGRADE
7	GRAVEL	100	CU YD	FOR SUBGRADE
8	GRAVEL	100	CU YD	FOR SUBGRADE
9	GRAVEL	100	CU YD	FOR SUBGRADE
10	GRAVEL	100	CU YD	FOR SUBGRADE
11	GRAVEL	100	CU YD	FOR SUBGRADE
12	GRAVEL	100	CU YD	FOR SUBGRADE
13	GRAVEL	100	CU YD	FOR SUBGRADE
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15	GRAVEL	100	CU YD	FOR SUBGRADE
16	GRAVEL	100	CU YD	FOR SUBGRADE
17	GRAVEL	100	CU YD	FOR SUBGRADE
18	GRAVEL	100	CU YD	FOR SUBGRADE
19	GRAVEL	100	CU YD	FOR SUBGRADE
20	GRAVEL	100	CU YD	FOR SUBGRADE

EU MD

Schedule "C" (page 19 of 21)
 Approved Drawings of March 7, 2019
 Mulberry & Van Riesen Way Roundabout



EK MD

DITCH INLET GRATE ATTACHMENT

DITCH INLET GRATE ATTACHMENT
N.T.S.

- 1. 18" WIDE x 18" HIGH x 4" DEEP GRATE
- 2. 18" WIDE x 18" HIGH x 4" DEEP FRAME
- 3. 18" WIDE x 18" HIGH x 4" DEEP ATTACHMENT
- 4. 18" WIDE x 18" HIGH x 4" DEEP CURB

DITCH INLET GRATE DETAIL

DITCH INLET GRATE DETAIL
N.T.S.

- 1. 18" WIDE x 18" HIGH x 4" DEEP GRATE
- 2. 18" WIDE x 18" HIGH x 4" DEEP FRAME
- 3. 18" WIDE x 18" HIGH x 4" DEEP CURB

DITCH INLET DETAIL

DITCH INLET DETAIL
N.T.S.

- 1. 18" WIDE x 18" HIGH x 4" DEEP CURB
- 2. 18" WIDE x 18" HIGH x 4" DEEP CATCH BASIN
- 3. 18" WIDE x 18" HIGH x 4" DEEP MANHOLE
- 4. 18" WIDE x 18" HIGH x 4" DEEP FRAME

CATCH BASIN BACKFILL & INSULATION DETAIL

(IN ACCORDANCE TO MINERVILLE SPECIFICATIONS)

NOTES:

- 1. BACKFILL TO BE PLACED TO THE TOP OF THE CURB. THE MATERIAL SHALL BE 50% GRANULAR MATERIAL AND 50% SAND TO FULFILL THE REQUIREMENTS OF THE SPECIFICATIONS.
- 2. INSULATION SHALL BE PLACED OVER THE BACKFILL TO THE TOP OF THE CURB. THE INSULATION SHALL BE 2" THICK POLYISOCYANURATE FOAM (PIR) WITH A MINIMUM R-VALUE OF 10.
- 3. THE CURB SHALL BE 18" WIDE x 18" HIGH x 4" DEEP.
- 4. THE CATCH BASIN SHALL BE 18" WIDE x 18" HIGH x 4" DEEP.
- 5. THE MANHOLE SHALL BE 18" WIDE x 18" HIGH x 4" DEEP.
- 6. THE FRAME SHALL BE 18" WIDE x 18" HIGH x 4" DEEP.
- 7. THE CURB, CATCH BASIN, AND MANHOLE SHALL BE CAST IN PLACE CONCRETE.
- 8. THE FRAME SHALL BE CAST IN PLACE CONCRETE.
- 9. THE CURB SHALL BE FINISHED TO MATCH THE ADJACENT SIDEWALK.
- 10. THE CATCH BASIN SHALL BE FINISHED TO MATCH THE ADJACENT SIDEWALK.
- 11. THE MANHOLE SHALL BE FINISHED TO MATCH THE ADJACENT SIDEWALK.
- 12. THE FRAME SHALL BE FINISHED TO MATCH THE ADJACENT SIDEWALK.
- 13. ALL DIMENSIONS SHALL BE AS SHOWN UNLESS OTHERWISE NOTED.
- 14. ALL MATERIALS SHALL BE AS SPECIFIED IN THE MINERVILLE SPECIFICATIONS.
- 15. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE MINERVILLE SPECIFICATIONS.

TYPICAL LOT SERVING DETAIL

N.T.S.

NOTES:

- 1. ALL LOTS SHALL BE SERVED BY THE STREET.
- 2. THE STREET SHALL BE 18' WIDE.
- 3. THE LOTS SHALL BE 30' WIDE.
- 4. THE LOTS SHALL BE 40' DEEP.
- 5. ALL LOTS SHALL BE FINISHED TO MATCH THE ADJACENT SIDEWALK.
- 6. ALL SERVICE LINES SHALL BE PLACED UNDER THE SIDEWALK.
- 7. ALL SERVICE LINES SHALL BE 18" WIDE.
- 8. ALL SERVICE LINES SHALL BE 18" HIGH.
- 9. ALL SERVICE LINES SHALL BE 18" DEEP.
- 10. ALL SERVICE LINES SHALL BE 18" SPACED.
- 11. ALL SERVICE LINES SHALL BE 18" WIDE.
- 12. ALL SERVICE LINES SHALL BE 18" HIGH.
- 13. ALL SERVICE LINES SHALL BE 18" DEEP.
- 14. ALL SERVICE LINES SHALL BE 18" SPACED.
- 15. ALL DIMENSIONS SHALL BE AS SHOWN UNLESS OTHERWISE NOTED.
- 16. ALL MATERIALS SHALL BE AS SPECIFIED IN THE MINERVILLE SPECIFICATIONS.
- 17. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE MINERVILLE SPECIFICATIONS.

TYPICAL SERVICE MARKERS DETAIL

N.T.S.

NOTES:

- 1. WATER MARKER SHALL BE 18" WIDE x 18" HIGH x 18" DEEP.
- 2. GAS MARKER SHALL BE 18" WIDE x 18" HIGH x 18" DEEP.
- 3. ELECTRIC MARKER SHALL BE 18" WIDE x 18" HIGH x 18" DEEP.
- 4. ALL MARKERS SHALL BE CAST IN PLACE CONCRETE.
- 5. ALL MARKERS SHALL BE FINISHED TO MATCH THE ADJACENT SIDEWALK.
- 6. ALL MARKERS SHALL BE 18" WIDE.
- 7. ALL MARKERS SHALL BE 18" HIGH.
- 8. ALL MARKERS SHALL BE 18" DEEP.
- 9. ALL MARKERS SHALL BE 18" SPACED.
- 10. ALL MARKERS SHALL BE 18" WIDE.
- 11. ALL MARKERS SHALL BE 18" HIGH.
- 12. ALL MARKERS SHALL BE 18" DEEP.
- 13. ALL MARKERS SHALL BE 18" SPACED.
- 14. ALL DIMENSIONS SHALL BE AS SHOWN UNLESS OTHERWISE NOTED.
- 15. ALL MATERIALS SHALL BE AS SPECIFIED IN THE MINERVILLE SPECIFICATIONS.
- 16. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE MINERVILLE SPECIFICATIONS.

LOT SERVING DETAILS

N.T.S.

NOTES:

- 1. ALL LOTS SHALL BE SERVED BY THE STREET.
- 2. THE STREET SHALL BE 18' WIDE.
- 3. THE LOTS SHALL BE 30' WIDE.
- 4. THE LOTS SHALL BE 40' DEEP.
- 5. ALL LOTS SHALL BE FINISHED TO MATCH THE ADJACENT SIDEWALK.
- 6. ALL SERVICE LINES SHALL BE PLACED UNDER THE SIDEWALK.
- 7. ALL SERVICE LINES SHALL BE 18" WIDE.
- 8. ALL SERVICE LINES SHALL BE 18" HIGH.
- 9. ALL SERVICE LINES SHALL BE 18" DEEP.
- 10. ALL SERVICE LINES SHALL BE 18" SPACED.
- 11. ALL SERVICE LINES SHALL BE 18" WIDE.
- 12. ALL SERVICE LINES SHALL BE 18" HIGH.
- 13. ALL SERVICE LINES SHALL BE 18" DEEP.
- 14. ALL SERVICE LINES SHALL BE 18" SPACED.
- 15. ALL DIMENSIONS SHALL BE AS SHOWN UNLESS OTHERWISE NOTED.
- 16. ALL MATERIALS SHALL BE AS SPECIFIED IN THE MINERVILLE SPECIFICATIONS.
- 17. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE MINERVILLE SPECIFICATIONS.

METRIC
WORK SHALL BE DONE IN METRIC UNLESS OTHERWISE NOTED.

MISCELLANEOUS UNDERGROUND WORKS DETAILS

<p>ISSUED FOR APPROVALS</p> <p>PROJECT NO. 17131-00</p> <p>DATE: 11/19/18</p> <p>BY: [Signature]</p> <p>CHECKED BY: [Signature]</p> <p>APPROVED BY: [Signature]</p> <p>SCALE: AS SHOWN</p> <p>DATE: 11/19/18</p>	<p>PROJECT</p> <p>FIFTH AVENUE ESTATES WEST</p> <p>PHASE 1</p> <p>DATE</p> <p>11/19/18</p> <p>DRAWN</p> <p>[Signature]</p> <p>CHECKED</p> <p>[Signature]</p> <p>DATE</p> <p>11/19/18</p>
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SBC

Specialty Concrete

Specialty Concrete Company, Inc.

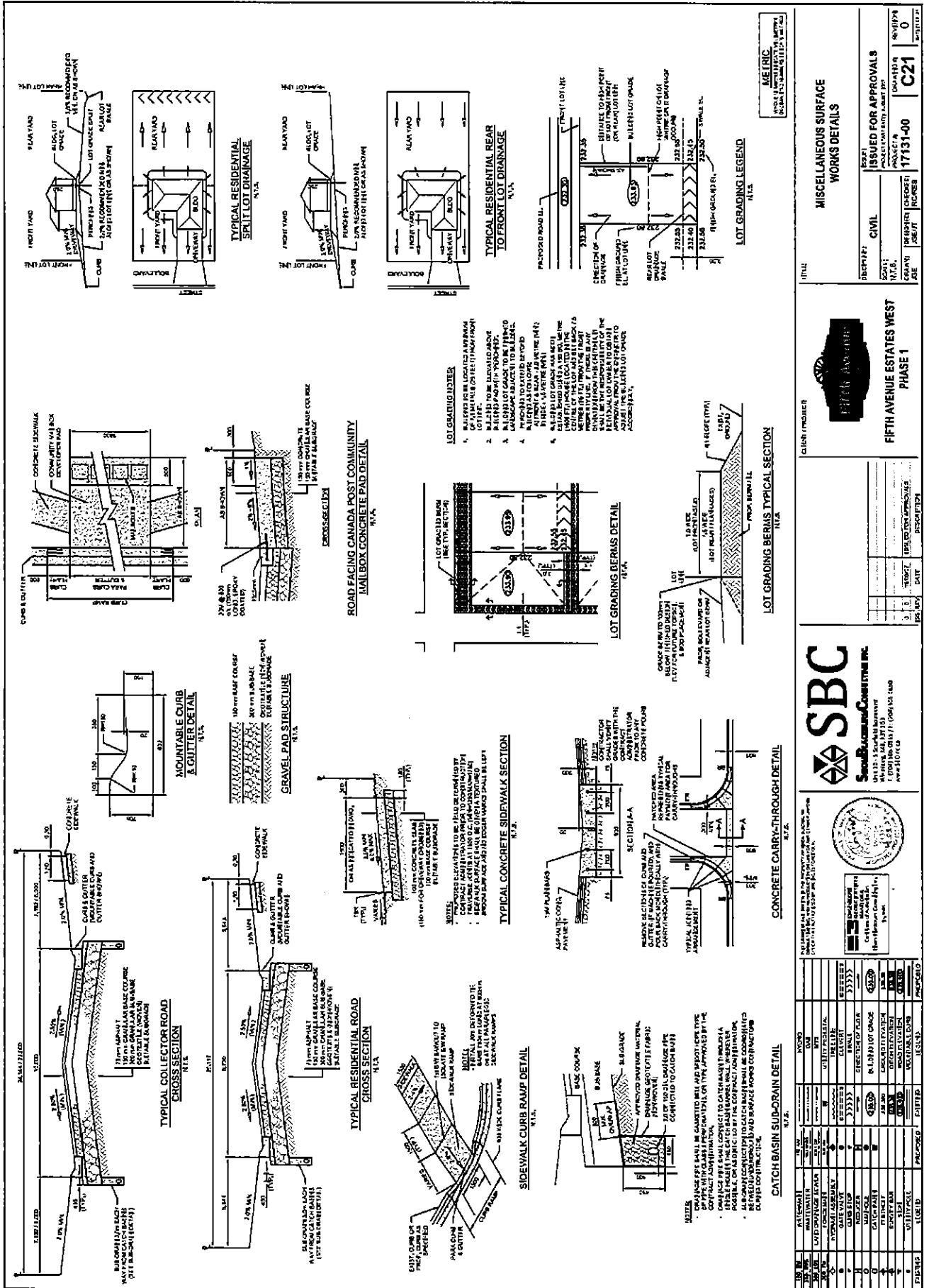
1100 S. Main Street, Suite 200, Seattle, WA 98144

Phone: (206) 464-1111

www.sbcconcrete.com

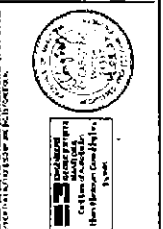
DATE	BY	NO.	DESCRIPTION
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11/19/18	[Signature]	2	ISSUED FOR APPROVALS
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11/19/18	[Signature]	4	ISSUED FOR APPROVALS
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11/19/18	[Signature]	7	ISSUED FOR APPROVALS
11/19/18	[Signature]	8	ISSUED FOR APPROVALS
11/19/18	[Signature]	9	ISSUED FOR APPROVALS
11/19/18	[Signature]	10	ISSUED FOR APPROVALS

Schedule "C" (page 21 of 21)
 Approved Drawings of March 7, 2019
 Miscellaneous Details



FIFTH AVENUE
 PHASE 1

SBC
 SouthBase Construction Inc.
 10000 101st Avenue S.E.
 Surrey, B.C. V3V 2E4
 Phone: (604) 273-1111
 Fax: (604) 273-1112
 Email: info@sbc.ca

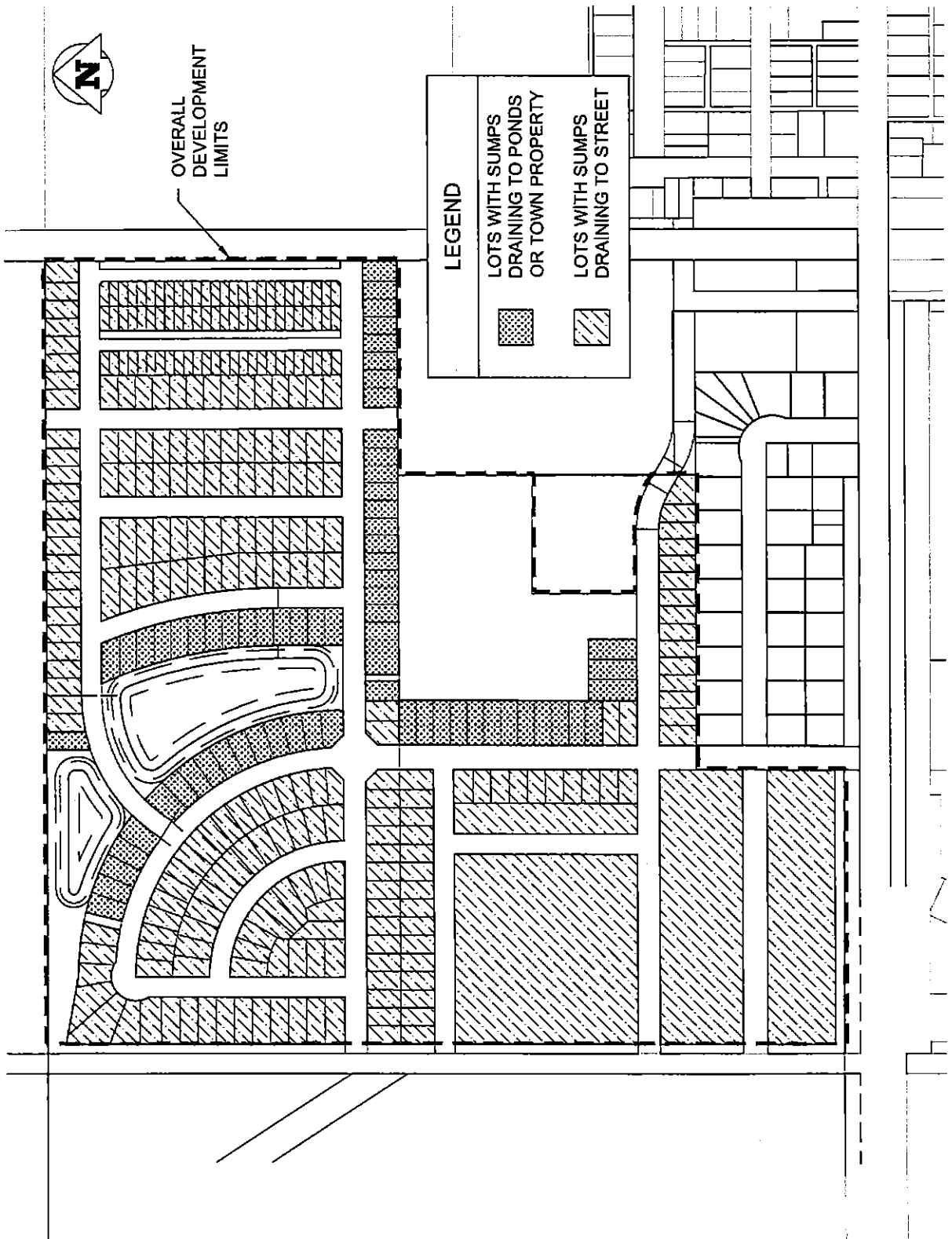


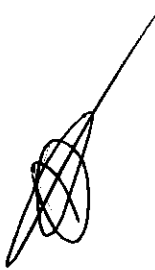
REVISIONS

NO.	DATE	DESCRIPTION
1	10/10/18	ISSUED FOR APPROVALS
2	10/10/18	ISSUED FOR APPROVALS
3	10/10/18	ISSUED FOR APPROVALS
4	10/10/18	ISSUED FOR APPROVALS
5	10/10/18	ISSUED FOR APPROVALS
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29	10/10/18	ISSUED FOR APPROVALS
30	10/10/18	ISSUED FOR APPROVALS

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Schedule "D"
Sump Drainage Plan




EK MD

Schedule "E"
Street Lighting Plan

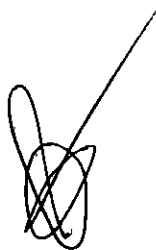
Must be submitted by Manitoba Hydro & Developer for approval in writing from the Town before any installation may begin.



ER MD

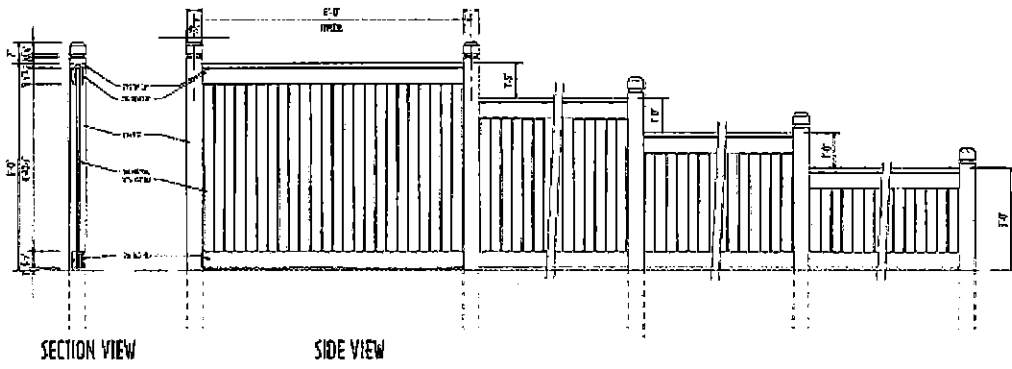
Schedule "F"
Construction Road

NONE

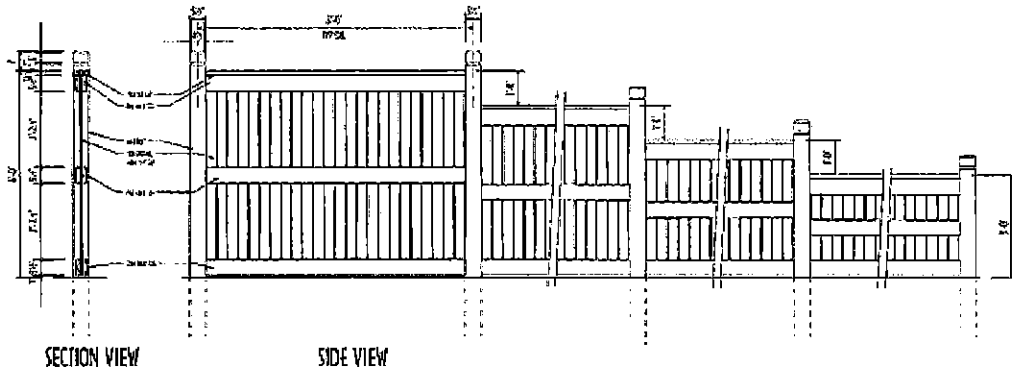


EV
MP

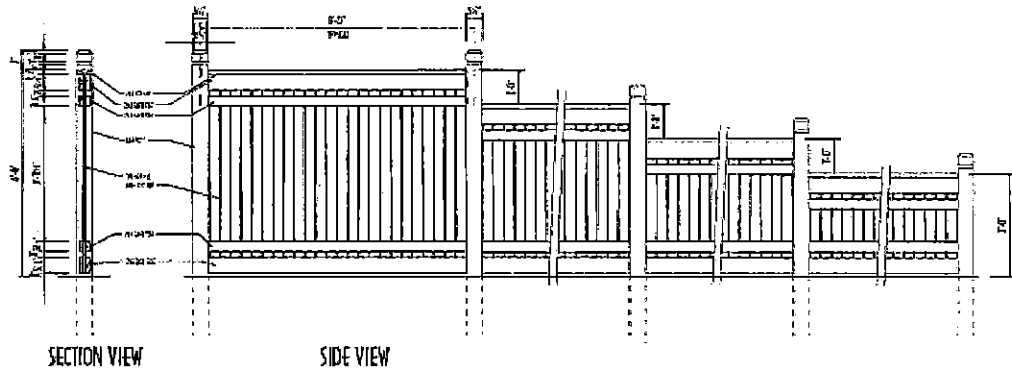
Schedule "G"
Fencing Plan & Design



FENCE DESIGN 'A'



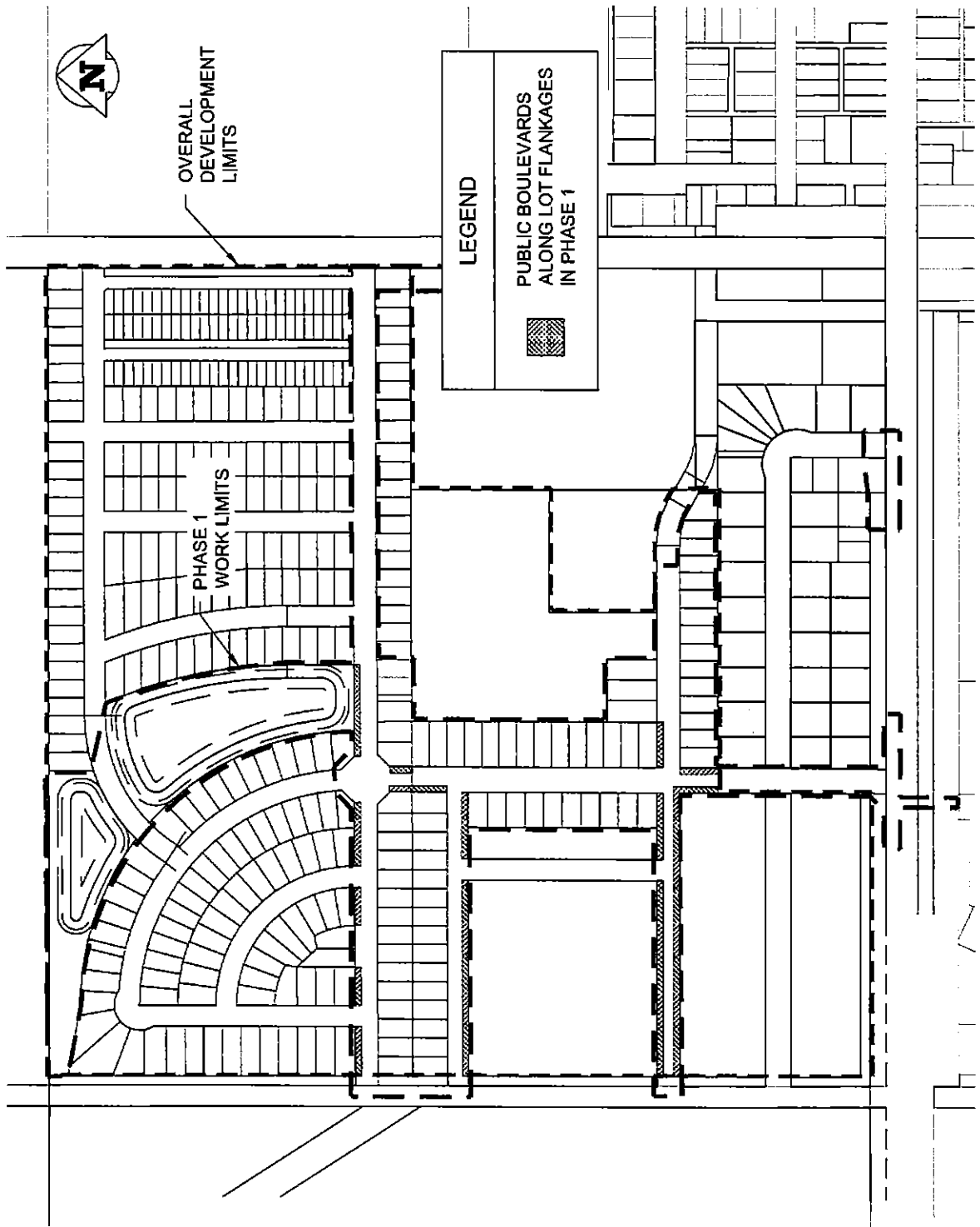
FENCE DESIGN 'B'



FENCE DESIGN 'C'

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Schedule "H"
Boulevard Seeding prior to 40th Building Permit



EU
MP

Schedule "I"

Commissioning Standards (page x of Brandon Stormwater Pond April 9, 2018)

Commissioning

Although NSPs are low maintenance over the long-term, additional monitoring and management activities are needed during the five year commissioning period:

- Grading inspection (± 5 cm);
- Annual inspection and operation of control structures;
- Ongoing water management to promote germination and wetland plant establishment;
- Vegetation inspection and reseeding or hand planting as needed;
- Inspection and application of integrated weed management strategy;
- Wildlife control measures; and
- Qualitative water quality inspection.

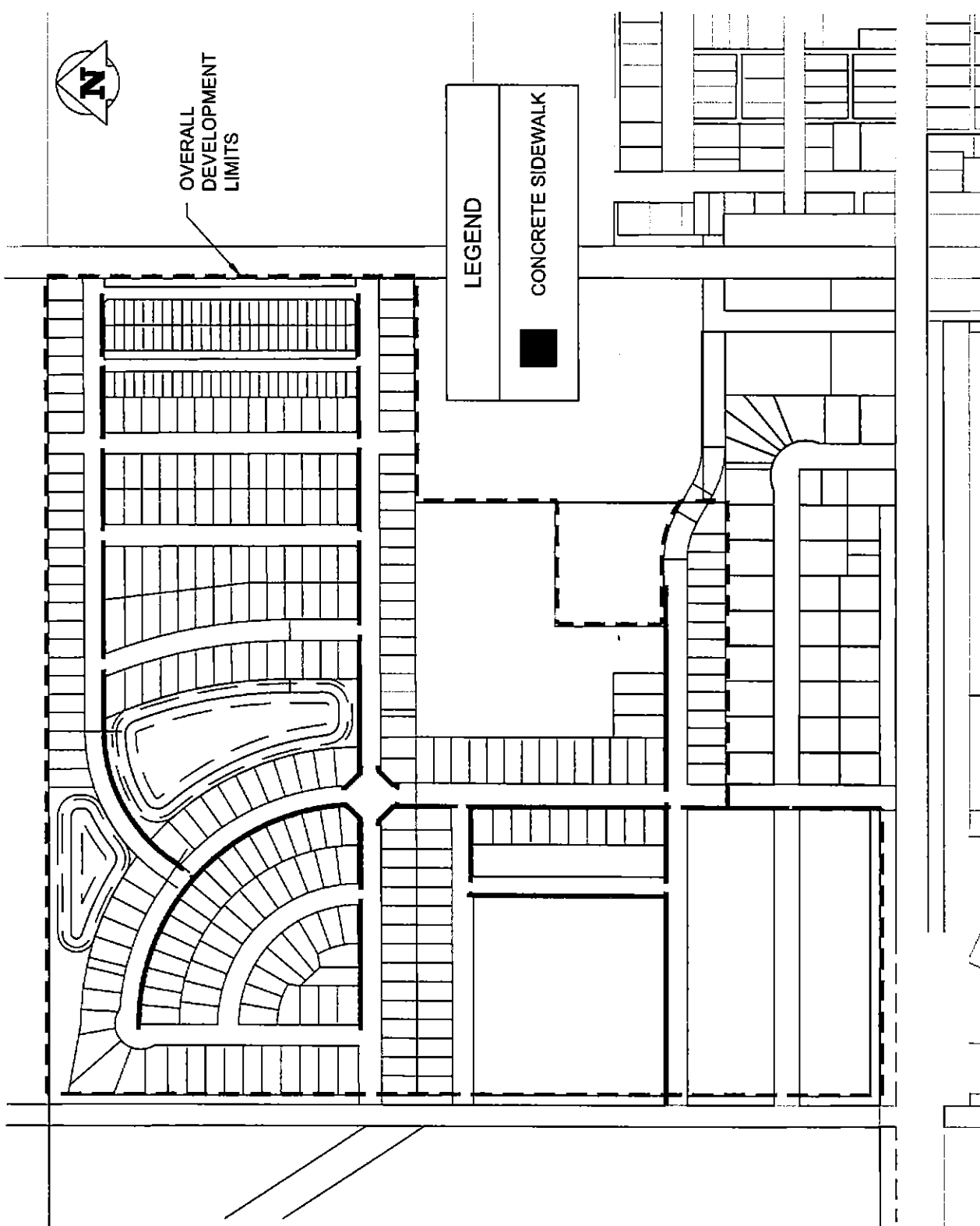
Key performance measures to be evaluated at hand-off to the City are summarized in Table E5.

Table E5. NSP performance measures evaluated at hand-off.

Performance Measure	Minimum Requirements	Timeline
Infrastructure	Operating as designed	Evaluation in Commissioning Year 1
Grading	± 5 cm design tolerance	
Vegetation to open water ratio	35% to 65% coverage at NWL	Evaluation in Commissioning Year 5
Wetland vegetation species richness	20	
Wetland vegetation species coverage	$\geq 75\%$	
Wetland vegetation weed coverage	$\leq 10\%$	
Upland vegetation species richness	15	
Upland vegetation species coverage	43-54 plants per m ²	
Upland vegetation weed coverage	$\leq 10\%$	
Native trees and shrubs	50 - 75% survival	
TSS removal	see Table 2.1	

NSP are Naturalized Stormwater Ponds.

Schedule "J"
Concrete Sidewalk Plan



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Schedule "K"
Asphalt Walking Path Plan

None



ED MD

Schedule "M"
Development Fees

Summary of Costs due per lot (for single- or two-unit residential). All costs are subject to change by resolution of Council. All fees applicable to each lot would be determined at the time of land transfer or time of building permit application as noted below.

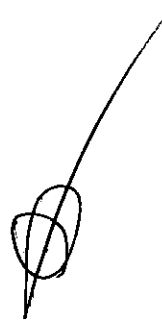
Multi-unit residential and Commercial property uses are not being requested and as such are not shown in this Schedule.

Due from Developer via Lawyer at time of Land Transfer:

- a. Capital Development Fee \$ 2,500 per lot (subject to change by resolution of Council; effective January 1st, 2019)

Due from Building Permit Applicant at time of construction:

- a. Wastewater / Lagoon Contribution Fee \$ 2,000 per lot (subject to change by resolution of Council; effective January 1st, 2019)
- b. Existing Water System Contribution Fee \$ 1,250 per lot (subject to change by resolution of Council; effective January 1st, 2019)



MD
EK

Schedule "N"
Letter of Credit Items

Item:	Credit:	Release:
Sanitary Sewers – Connections	\$64,000.00	25 % for every 24 building permits with final inspection completed
Sanitary Sewers – Warranty	\$283,000.00	One (1) year after acceptance of Donated Asset by Town
Pump & Lift Stations Connections	\$354,000.00	One (1) year after acceptance of Donated Asset by Town
Sump Drainage – Warranty	\$501,000.00	One (1) year after acceptance of Donated Asset by Town
Water Mains – Connections	\$71,000.00	25 % for every 24 building permits with final inspection completed
Water Mains – Warranty	\$205,000.00	One (1) year after acceptance of Donated Asset by Town
Roadways – Warranty	\$636,000.00	One (1) year after acceptance of Donated Asset by Town
Sidewalks – Warranty	\$73,000.00	One (1) year after acceptance of Donated Asset by Town
Grading & Sodding:		Written Authorization from Town CAO
a. Ditches	\$75,000.00	
b. Boulevards	\$24,000.00	
c. Public Reserves	\$150,000.00	
e. Flankages	\$75,000.00	
Fencing – Warranty	\$0.00	One (1) year after acceptance of Donated Asset by Town
Street Lighting	\$300,000.00	Written Authorization from Town CAO
Street Signs	\$10,000.00	Written Authorization from Town CAO
Trees – Warranty	\$35,000.00	25 % for every 24 building permits with final inspection completed
Naturalization of Lakes:		
a. Year 1 Evaluation	\$100,000.00	20 %
b. Year 5 Evaluation	\$400,000.00	80 %
Survey Monuments – Warranty	\$35,000.00	25 % for every 24 building permits with final inspection completed

Valuation is 35 percent of contract value approved by Town Engineer.



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Schedule "O"
Design Control Guidelines

**FIFTH AVENUE ESTATES WEST
DESIGN CONTROL GUIDELINES**

Offer to Purchase Date: 01/05/2019

Fifth Avenue Estates West

Lot: Plan: Civic: Niverville

Design Guidelines

1) Architectural Theme

Our concept encompasses exceptional development features with design criteria guidelines to ensure a well-coordinated, attractive subdivision. These guidelines together with thoughtful designs, will establish a concept of housing designs that will compliment each other, with the result being a community of houses that add value to each other and to the community of Niverville. These standards will include architectural designs and materials throughout the community including all aspects of site development, landscaping, fencing and exterior finishes. The implementation of the Design Criteria Guidelines is intended to offer all residences the confidence that each home will be complimentary to the neighborhood to protect your investment.

2) General Guidelines

- a) Continuity of design, detail, and materials on exterior elevations is essential.
- b) All residences shall be designed to include minimum 22' x 22' attached garages. No carports are allowed.
- c) No residence shall exceed two storeys in height when viewed from the street. Minimum roof slopes of no less than 5 in 12. (Any exceptions must be approved by the Developer in writing.)

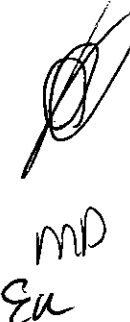
3) Setbacks and Yard Requirements

- a) The minimum setbacks required by the Town of Niverville shall apply, except where exceeded by the guideline setbacks and yard requirements as determined by the Developer.
- b) Front yard setbacks shall be no more and no less than **25 feet** except for lots fronting on the arc of the cul-de-sac where setback shall generally be 28 feet from the nearest point of the front property line. (Cul-de-sac setbacks may be varied at the Developer's discretion and will require final approval in writing from the Town)
- c) Side yard setbacks shall be 5 feet. Corner lot side yard shall be 5 feet.
- d) **Setbacks and yard requirements shall be measured from property lines to exterior face of building.** Encroachments such as cantilevers, bay windows, chimneys and overhangs into the setback are permitted but must comply with the Town of Niverville regulations.

4) Minimum Floor Areas

- a) Areas shall be calculated at main floor level only for bungalows and bi-levels. Areas shall be calculated as total developed floor areas above ground for one and one half storey units, split-levels, two storey/splits-levels and two storey units.
- b) Residential is to be at the approval as per Developer and Town of Niverville
- c) Multifamily (High Density) is to be at the approval as per Developer and Town of Niverville
- d) Commercial lots is to be at the approval as per Developer and Town of Niverville

(The Developer (within the constraints of the Town's zoning bylaw) reserves the right to increase/decrease minimum square footage requirements for any lots they so choose to ensure the architectural continuity of the street.)



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For all lake front homes, minimum main floor 9' ceiling heights or vaulted/cathedral ceiling at Developers discretion.

5) Lot Grading

- a) Grade elevations will be supplied by the developer. All grading elevations will be strictly enforced by the Developer and the Town of Niverville.
- b) Grading
 - i) Lot grading must follow the subdivision engineer stamped-grading plan.
 - ii) Each lot must be graded to handle all storm water falling within property lines without draining to adjacent lots and public property within 3 months of occupancy.
 - iii) Each principal residence constructed on each site within the "Planned Area" shall provide weeping tile drainage to be discharged to the side of the lot. **No weeping tile drainage or storm water eavestrough drainage shall be trenched underground or otherwise directed via piping to the front or back portion of the lot. No weeping tile drainage or storm water eavestrough drainage shall be discharged into the sanitary sewer system.**
 - iv) Purchaser to be aware, at the Developer's discretion, rear yards may be contoured to conform to the subdivision engineer stamped-grading plan as per 5 b) i).
 - v) **Any excess fill from basement excavation shall be delivered at the purchasers' expense to an area within the development as designated by the Developer and this fill may not be sold or moved outside the development. _____(Purchasers' initials)**
- c) Excavation Material
 - i) Purchasers must ensure that all excavation is kept within the confines of the lot. Any spillage on a road, land, sidewalk or neighboring lot must be removed immediately or the Developer will arrange for its removal and invoice the Purchaser for any expenses incurred.

6) Rear Elevations-all areas

- a) All rear elevations of houses that back onto public reserves, parks, linear open space or the lake, as indicated on the overall development plan, will require additional rear elevation treatment. No three storey clear elevations will be allowed. They shall be broken up with the use of banding, box outs, bay windows or decking with multiple levels, etc. Extra detailing is mandatory and will be STRICTLY enforced by the Developer.

7) Exterior Materials

- a) Permitted exterior materials included clay brick, vertical or horizontal wood or vinyl siding, stucco, stone and combinations of the above. Front elevations, with stucco finish, must be accented with built-up detailing around doors and windows and front entry.
- b) On residences utilizing clay brick veneers in combinations with either stucco or siding, finish colors are to be chosen to avoid color contrasts between materials.
- c) All fascia to be minimum 6 inches.
- d) The dimension between head of garage doors and the underside of garage roof horizontal fascia, or in the case of a gable roof, horizontal trimwork, shall be less than 30 inches.
- e) For all estate/lake lots, there must be 150 square feet of cultured stone on the front elevation. This may be substituted by stone tile at the Developer's discretion.
- f) Plain elevations lacking detail and architectural elements are not acceptable and will be returned to the builder without review.

8) Roofs

- a) All roof structures are to utilize slope of flat or higher. Acceptable roof finishes include asphalt shingles, cedar shingles, cedar shakes, pine shingles, pine shakes, concrete or slate tiles (no metal roofs). Any exceptions must be approved by the developer in writing.



MP
EK

9) Driveways

- a) Not more than one driveway shall be constructed for each dwelling unit and the driveway shall not have more than one access to street.
- b) Driveway width shall be limited to 30% of the lot frontage, or else the frontage with of the attached accessory building (i.e. the garage), whichever is greater, to a maximum of 50% of the lot frontage.
- c) Permitted materials for driveway construction include interlocking pavers and cast-in-place concrete or combinations thereof.
- d) All approaches shall be surfaced with concrete or interlocking brick in accordance with the standards required by the Town Engineer. All approaches to be completed within 18 months of issuance of building permit.
- e) No private approach or driveway from the street to the lot line, the payment of which shall be the obligations of the Purchaser, shall be constructed nor any curb cut made in the concrete on the street:

10) Fencing And Landscape Architecture

- a) All fencing within the subdivision will be coordinated with respect to design, materials and finishes. Fence designs will be provided by Developer. Receipt of designs acknowledged by purchaser _____ (Purchasers' initials).
- b) Fencing is permitted only in rear & side yards, to be constructed at owner's expense and is to be consistent with Developer's fence designs.
- c) No solid fencing is allowed on the back of any walkout lots of lots adjoining civic lands surrounding lakes/channels. Any back of lot fencing shall not be higher than 4 feet, black in color, with a minimal visual impairment (black rough iron, black chain linked or black aluminum fencing is recommended.) All side yard fencing on walk-out lots or lots adjoining civic lands surrounding lakes/channels must be stepped down toward the back of the lot so as not to be higher than 4 feet at the back of lot. Step down fencing shall have no more than 1 foot drop per 8 foot section of fence. The back 16 feet of fencing shall be no higher than 4 feet. All fencing must be approved by the developer in writing.
- d) Five or six-foot high solid fencing on side and rear property lines on standard (non-lakeside) lots. Front yard fencing is not allowed. Chain linked fencing is not permitted except at rear of lake lots to a maximum of 4' in height and black in color.
- e) In the event that the Developer or successor in title installs fences along public walkways, such fences shall not encroach upon the lands taken for such walkways and shall be maintained by the owner of the lands upon which they are located.

11) Plant Materials and Landscape Architecture

- a) Landscaping should include, at a minimum:
 - i) sod, plants, trees and shrubbery for front yard including boulevard to the **street curb**
 - ii) sodding of the rear yard is preferable, however in the event the homeowner wishes to seed the rear yard, seeding of the rear yards only would be permitted.
 - iii) front yard, and flankage landscaping to be completed **within one year from completion of construction.**

12) Corner Lots

- a) In addition to the general landscaping guidelines the homeowner is required to sod and maintain the flankage boulevard to the street curb.
- b) Homeowner shall maintain boulevard sodding to the street curb.
- c) All swimming pools, decks, patios must be located in the rear or side yard portion of each lot.

13) Miscellaneous Restrictions

- a) Satellite dishes, if erected on individual lots, must be sited completely within the rear portion of the lot and be screened from public view from streets and parks. On flanking lots satellite dish must be located along interior property line away from street.



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- b) **Freestanding garden/utility shed, if constructed or purchased, must be located only in the rear area of the lot and must be consistent with the exterior materials and colour schemes for the principal residence.**
 _____(Purchasers' initials). **On flanking lots garden/utility sheds must be located along interior property line away from the street or public area. Prefabricated metal/vinyl construction pre-packages are not allowed. All freestanding structures may have a maximum size of 10' x 12' and have a maximum height of 14'. All outbuildings on walk-out lots or lots adjoining civic lands surrounding lakes channels will not be allowed within the back 30 feet of the property.**
- c) No person shall make a building permit application for, or commence construction of, any dwelling or dwellings upon any of the lots until the person has submitted to the Developer complete plans and specifications as required by these guidelines, a site plan showing the desired layout of the building on the property, and a lot survey done by a registered surveyor in the Province of Manitoba for the property in question. _____(Purchasers' initials).
- d) No private wells are permitted in the planned area. Wells drilled for a geo-thermal heat system may be acceptable in the back portion of the lot and must be approved by the town and the developer in writing.
- e) No curb cuts within the planned area are allowed.
- f) Sidewalks will be located on one side of streets as per engineered sidewalk plan.
- g) The Developer reserves the right to refuse any plan that lacks attention to design guidelines stated herein.
- h) The Developer reserves the right to allow changes from these guidelines in cases where such an exception is deemed appropriate and will not detract from the quality within the development.
- i) 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.
- j) Nothing contained in the Miscellaneous Restrictions 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.
- k) Neither the Builder or the Developer, 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:
- i) The approval or deemed approval of any building plans, or
 - ii) A failure to enforce any of the provisions herein contained; and whether caused by the negligence or willful act of the 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 severally the Builder, Developer and each of their respective agents, servants and employees, in respect to the Liabilities.
- l) A caveat may be registered on title to give notice of the restrictions and provisions herein.

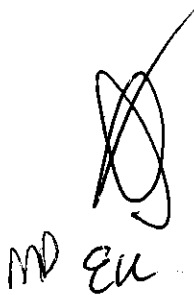
14) Restrictions During Construction

- a) All building sites are to be kept safe and orderly during construction. All garbage is to be stored out of sight or disposed of in garbage bins. No garbage/trash burning is permitted at any time.
- b) Exterior work/construction is permitted only between the hours of 7:00 a.m. and 9:00 p.m., Monday through Saturday, unless special arrangements have been made with the town, as per Town of Niverville's bylaws.

15) Signage

- a) All temporary promotional signage is to be approved by the Developer and Town as required by the Niverville Zoning Bylaw prior to installation.

16) Curb Stop and Survey Monument Maintenance



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- a) The Purchaser acknowledges that he/she has personally inspected the property and verifies that the curb stop is undamaged and at grade level. In case where the curb stop is disturbed or damage in any way, the Purchaser shall cause such curb stop to be replaced/repaired by a qualified person licensed to do such work. If it becomes necessary for the Developer to make such repairs, the Purchaser shall reimburse the Developer for all costs associated with the repairs.
- b) The Purchaser shall maintain all property monuments. If any survey monument is destroyed, disturbed, moved, covered or damaged in any way, the Purchaser shall at its expense, have it replaced by a Manitoba Land Surveyor. If it becomes necessary for the Developer to arrange such work, the Purchaser shall reimburse the Develop for all costs associated with the repairs. _____ (Purchasers' initials).

17) Approval Process

- a) Preliminary Approval
 - i) To obtain an initial approval from the Developer the following must be made available:
 1. Site plan (scale 1:250 metric or 1"=30').
 2. Front elevation, and side elevation if it is a corner lot.
Elevations lacking detail and architectural elements are not acceptable and will be returned by the Developer to the builder without review.
 - ii) If Preliminary Plan meets guideline criteria it will be approved at this time. If Preliminary Plan requires modification to meet criteria a meeting will be set up with home owner/builder to discuss required changes.
- b) Final Approval
 - i) To obtain a final approval, two complete sets of final drawings must be made available to the Developer along with an original sealed Staking Certificate issued by a licensed Land Surveyor; which will be retained by the Developer. (Lots must be Surveyed by the Purchaser prior to Approval). Approval of your plan will be given to you in writing, along with an approved set of plans. Once approval is given, you must take an approved copy, together with an approval letter and a copy of your acknowledgment indicating that you have received a copy of the Design Control Guidelines to the Town of Niverville by the Developer for a building permit application. One set of plans will be retained by the Developer.
 - c) Application for a building permit may be made only after completion of the applicant's approval form by the Developer.
 - d) Failure to conform to site plan, house design, materials, colours or any other portion of the drawings and documentation as approved without the written consent of the proposed revision by the Developer is prohibited.
 - e) Serious infractions of these guidelines may delay the passing of inspections to allow occupancy of the property by the Town of Niverville until such time that the infraction(s) have been rectified.


Dated at the Town of Niverville, in Manitoba, the _____ day of May, 2019.

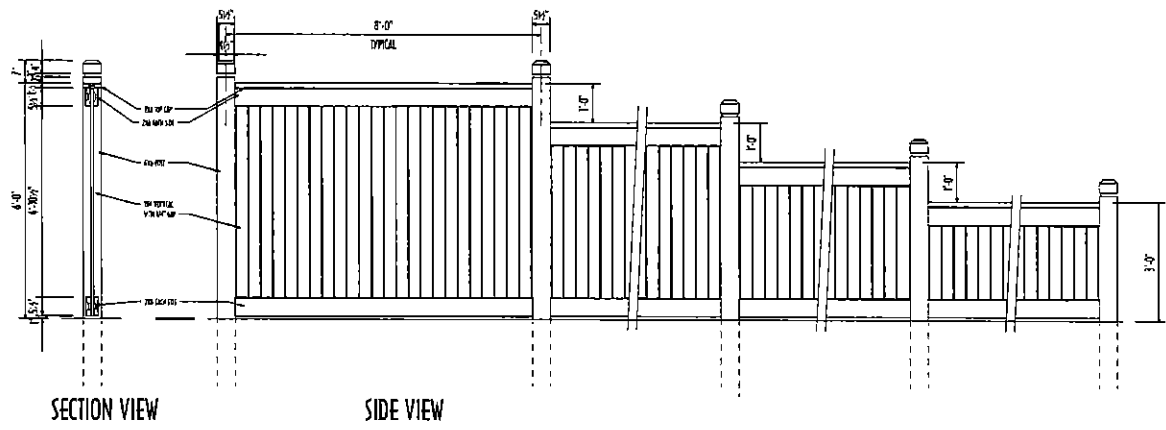
Witness

Signature of Purchaser

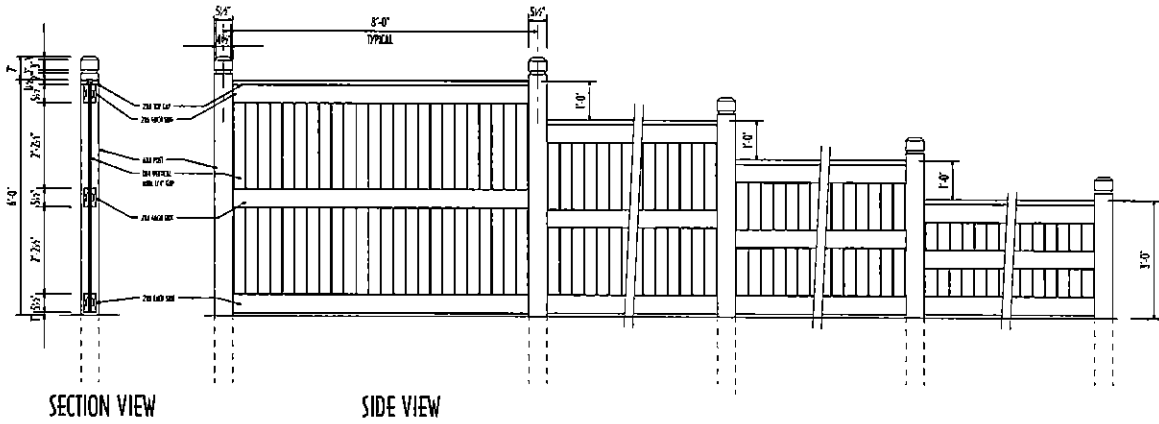
Witness

Signature of Purchaser

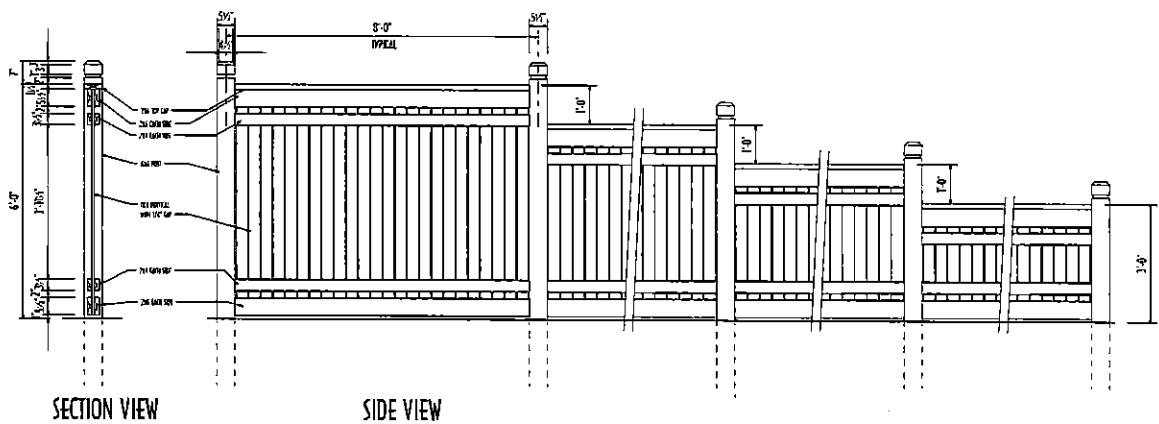

MD EK



FENCE DESIGN 'A'



FENCE DESIGN 'B'



FENCE DESIGN 'C'

MD
EA

Schedule "P"
Forcemain to Lagoon Route

TO BE DETERMINED BY WSP & TOWN



MM
EU