Exhibit "S" referred to in File EP-1.1(PW 2/2008), DASZ 37/2008, DAV 157053/2008D and DAC 1/2009

Description	**Estimate of Costs March 3, 2009**
OFF-SITE MUNICIPAL SERVICING AND HYDRO AND LIGHTING	
Off-Site Costs	$4,013,000
STERLING LYON PARKWAY	
Roads and Access	7,570,000
KENASTON BOULEVARD	8,647,000
ENGINEERING AND CONTINGENCIES @ 30%	6,069,000
TOTAL ESTIMATED OFF-SITE COSTS	**$26,299,000**

Exhibit “T” referred to in File EP-1.1(PW 2/2008), DASZ 37/2008, DAV 157053/2008D and DAC 1/2009

'Open for Business' or Development at Any Cost?

A Critical Review of the Proposed Redevelopment at Kenaston Boulevard and Sterling Lyon Parkway

Presented to: City of Winnipeg Executive Policy Committee
March 18, 2009

Presented by: Ken Klassen
58 Fulham Avenue
Winnipeg, MB R3N 0G2
Tel. 489-8103 or kenklassen@shaw.ca



IKEA is just the tip of the iceberg...



Other Retail	1,150,000 ft²
Office Space	150,000 ft²
Multi-Family[1]	600,000 ft²
	1,900,000 ft² (84%)

Notes:
1. Assumes average of 1000 ft² per unit x 500 units
2. Does not include 100 room hotel or 16 screen movie theatre

Key Questions

1. Has there been adequate consultation?



Key Questions

2. Has the Administration been transparent in assessing financial impacts and exercised proper due diligence?



Key Questions

3. Have environmental implications been properly considered?



Public Consultation

- Plan Winnipeg Policy 2A-01 requirements for citizen engagement
  - Information disseminated on a timely basis
  - Responsive and transparent access to information
  - Public consultation must be meaningful



Public Consultation

- Capital Project Management Audit (November 2008)
  - Calls for "significant improvement in several areas"
  - Recommendation #1:
    "Public input should be obtained earlier in the process…most of public input is currently received at the end of the process."

Public Consultation

- Residents of River Heights–Fort Garry will be affected most by this development and the traffic it generates
  - Have been without a City Councillor to represent our interests for past nine months
  - Now, rookie councillor elected just yesterday
  - Will not be sworn in until March 25th

Questions:
Why wasn't Public Hearing scheduled for after by-election?

Public Consultation

- Citizens have not been given enough time to prepare for informed participation
  - Developers and their consultants have been working on their application with city staff for months
  - Given one month notice (on February 18th) of public hearing vs. only 13 days notice for public to prepare

Question:
Why the double standard and lack of public notice?

Public Consultation

- The approval process has been rushed
  - Only 86 days have elapsed since application (December 22, 2008)
  - Other jurisdictions allow much more time to review proposed amendments to their official plan and seek public input
    - Toronto: 9 months (270 days) from application to final approval
    - Ottawa: 160 days from application to final approval



Public Consultation

- The City's response has not been transparent
  - Some questions and requests for information completely ignored
  - Incomplete or vague answers to several others

Question:
What isn't being disclosed?

Public Consultation

- Key information provided by the City is incorrect
  - Claims that City planned to widen Kenaston from Taylor to Academy by 2018 yet project in unfunded
  - Widening not in Plan Winnipeg Transportation Plates B or C
  - Waverley West Plan Winnipeg Amendment Transportation Reviews projected widening this portion only after 20 years (i.e. 2028)

Question:
Why has widening date been advanced by at least a decade?

Public Consultation

- The applicant has refused to answer questions
  - List of questions submitted to applicant's representative (MMM Group) immediately after March 11th Open House
  - Declined on March 16th to provide the information requested

Question:
How can consultation process be meaningful when the applicant refuses to answer reasonable questions prior to a Public Hearing?

Economic Implications

- Plan Winnipeg Policy 3B-05 requirements for commercial densification
  - Approve new locations for commercial development only where a full range of municipal infrastructure can be provided in a environmentally-sound, economical and timely manner



Economic Implications

- Strategic Infrastructure Reinvestment Policy
  - Recommendation # 27:

"New facilities should only be constructed after a proper cost benefit analysis has been done. This analysis must include ongoing costs for operation and preventative maintenance."



Economic Implications

- Capital Project Management Audit (November 2008)
  - Recommendation #10:

"All operating budget implications of capital projects be fully quantified and reflected in the respective capital and operating budgets."

Economic Implications

- Expansions of the regional street system that will be triggered by this development

$ 26.5 Widening of adjacent regional streets (Kenaston/Sterling Lyon)
70.0 Widening of Kenaston (Taylor to Academy)
85.0 Widening of St. James Bridge
81.0 Grade separation of Waverley crossing of CN mainline
__?__ Other capacity expansions (e.g. Route 90/Ness intersection)
$282.5 GRAND TOTAL (millions)

Economic Implications

- Developer only pays small fraction of capital cost and non of the operating and renewal costs of expanded regional street system
  - Developer capital contribution: $4.5 / $262.5 = 1.7%
  - More than 1.7% of cost to expand regional street system is attributable to this development
  - Projected incremental municipal realty and business taxes of $3.7-million per year will not pay fair share of cost to build and maintain new infrastructure or provide civic services

Question:
Why has Plan Winnipeg, SIRP and Capital Project Management Audit recommendations to calculate capital and operating costs been ignored in the Administration's financial assessment of this proposal?

Environmental Considerations

Promise to citizens of Winnipeg:

"My management style and approach to decision-making will be one of the 'Triple Bottom Line'. Not only must our decisions make good economic sense but they must also protect our environment and enhance our quality of life."

Source: Sam's Action Plan for a New Winnipeg

Environmental Considerations

- Plan Winnipeg Policy 2B-02 commits City to reduction of greenhouse gas emissions





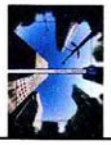
Environmental Considerations

- FCM 'Partners for Climate Protection Program'
  - City joined program more than a decade ago (November 25, 2006)
  - Requires City to develop plan to reduce both community-wide emissions and emissions from civic operations
  - Inventory show that transportation is largest source of greenhouse gas emissions in Winnipeg

Question:
Why does the City still not have either a target or plan to reduce community-wide emissions after more than 10 years?

Environmental Considerations

- Plan Winnipeg Policy 3B-05 requirements for commercial densification
  - Requires areas of regional commercial and mixed-use concentration to be designed as "focal points of public transit"



Environmental Considerations

- Urban myth: You need a car to shop at IKEA
  - Most purchases are not bulky (average sale just over $80 U.S.)
  - Delivery service offered
    - IKEA Portland offers discounts for light rail users
  - Free shuttle bus service offered at some Canadian stores
    - IKEA Richmond to and from Downtown core to avoid need for multiple bus connections
    - IKEA North York and IKEA Etobicoke shuttle to subway stations

Questions:
Will IKEA Winnipeg commit to delivery discounts and shuttle buses to encourage public transit use?
What measures will be taken in rest of development to reduce need for private vehicles?

Environmental Considerations

- Urban myth: Bicycles are impractical for big box stores
  - IKEA gave all 9,000 UK employees free folding bikes and offered 15% discount for public transit
  - Loaner bikes with trailers offered at some IKEA locations

Question:
Why isn't variance to reduce bicycle parking requirement from 140 to 50 spots being traded for better quality? (See submission from Bike to the Future for details)




Environmental Considerations

- Proposed project would be the most auto-dependant regional shopping centre in Winnipeg
  - More than 7,500 parking spots
  - Only one paragraph (!) about transit service improvements in 63-page Traffic Impact Study
  - Modal split for transit at other regional shopping centres
    30% Garden City
    18% Polo Park
    15% Kildonan Place
    7% St. Vital

Social Implications

- Lack of transit will be major barrier for key groups
  - Most of Winnipeg's current (and future) population growth from international immigrants and Aboriginals
  - Both groups are more dependant on transit than general population

Environmental Considerations

Promise to citizens of Winnipeg:

"Sam pledges to consult with the Civic Environmental Committee..."

Source: Sam's Action Plan for a New Winnipeg



Environmental Considerations

- Summary for January 12, 2009 Administration Report claims no environmental implications
  - Environmental Coordinator not consulted
  - Administration refuses to confirm whether Mayor's Environmental Advisory Committee was consulted

Question:
Why wasn't the Environmental Coordinator consulted? Why has the Administration refused to confirm whether the Mayor's Environmental Advisory Committee?

Environmental Considerations

- No environmental implications?
- In Canada, buildings are responsible for:
  - 50% of natural resources consumed
  - 35% of greenhouse gases emitted
  - 33% of all energy used
  - 25% of landfill waste generated
  - 12% of non-industrial water used
  - 10% of airborne particulates produced

Environmental Considerations

"Current global trends in energy supply and consumption are patently unsustainable – environmentally, economically and socially."

International Energy Agency
November 2008



Summary

1. There hasn't been a meaningful public consultation required under Plan Winnipeg.
   - Information has not been provided by the City in a timely and transparent fashion.
   - The applicant has refused to respond to reasonable questions in advance of the Public Hearing.
   - Citizens have not been given adequate time to prepare for informed participation.
   - There has been no Council representative for the ward (River Heights-Fort Garry) most impacted by the substantial increase in traffic that will be generated by this proposed development.

Summary

2. The Administration has not been transparent in assessing financial impacts and has failed to exercise proper due diligence.
   - Key policies from Plan Winnipeg, SIRP and the City Auditor's Capital Project Management Audit are being ignored.
   - The full cost of accelerating all improvements to the regional street system and transit that would be triggered by this development haven't been properly assessed.

Summary

3. Environmental implications have not been properly assessed.
   - No analysis of how such an auto-dependant development will impact the City's and Province's ability to reduce GHG emissions.
   - Only a token commitment to transit service improvements
   - The Administration has failed to consult with its own internal expertise (Environmental Coordinator) or external expertise (Mayor's Environmental Advisory Committee) regarding environmental implications.



Information on traffic counts is available by calling (204) 311, by fax 311 or by e-mail: tcounters@winnipeg.ca please see http://winnipeg.ca/publicworks/informationAndResources/TrafficData/TrafficData/traffic_counts.asp

John S. Wintrup
Planning & Land Use Division
15 - 30 Fort Street
Winnipeg, MB R3C 4X5
tel: 986-5102
fax: 986-3684

From: Ken Klassen [mailto:
Sent: March 12, 2009 12:10 PM
To: Wintrup, John
Subject: FW: Questions about Sterling Lyon Boulevard and Kenaston Boulevard Plan Winnipeg Amendment
Importance: High

John,

I will appear in delegation at the Plan Winnipeg hearing on March 18th. After attending last night's Open House and reviewing information posted by the City of Winnipeg, I have the following questions that I need answered as soon as possible to enable me to prepare for the hearing:

1. Consultation with Environmental Coordinator – Both the January 12, 2009 and March 2, 2009 reports from Property, Planning and Development make statements about the environmental implications of this Plan Winnipeg Amendment. My understanding is that the City of Winnipeg's Environmental Coordinator was not consulted regarding the content of either report. Can you explain why the input and recommendations of the Environmental Coordinator was not sought?

2. Input from Mayor's Environmental Committee – Can you please confirm whether this committee or it's chairperson were consulted, and if so, what were their comments and recommendations?

3. Impact on Climate Change Commitment – Plan Winnipeg Policy 2B-02 commits the City of Winnipeg to the reduction of greenhouse emissions. The City of Winnipeg has also made a commitment through the Federation of Canadian Municipalities Partners for Climate Program to facilitate a reduction in community-wide greenhouse gas emissions (GHG) by at least 6%. Given these commitments, please explain why neither the January 12, 2009 and March 2, 2009 reports from Property, Planning and Development make any mention of the impact that the significant increase in traffic from this project will have on GHG emissions and the ability of City of Winnipeg to honour these commitments?

4. 2008 Corporate Climate Change Plan – Please forward an electronic copy of this document to me.

5. Offsite Traffic Impacts Beyond Immediate Area of Development – The Traffic Impact Study submitted by the applicant projects a major increase in private vehicle use from this development. This will accelerate the need to expand capacity of the regional street system in Southwest Winnipeg beyond what it is currently identified in Plan Winnipeg (Transportation Policy Plates B and C) or was identified in the City of Winnipeg's Plan Winnipeg Amendment for Waverley West. Specifically, this includes the widening of Kenaston from Taylor to Academy, widening of the St. James Bridge, intersection improvements at Route 90 and Ness, and a grade separation at the Waverley crossing of the CN Mainline. Why hasn't the net present value of the preliminary estimated costs for these upgrades been included in calculation of offsite infrastructure improvements shown in the March 2, 2009 report from Property, Planning and Development?

6. Transit Requirements – Transit is an important mode of access for other regional shopping centres in Winnipeg. It is apparent from the Traffic Impact Study submitted by the applicant that this development currently has minimal transit service and will require a significant investment by the City of Winnipeg to expand these services. Why has an estimate of the projected costs for expanded transit service triggered by this development not been included in the discussion of financial implications in the March 2, 2009 report from Property, Planning and Development?

18/03/2009

7. Renewal and Operating Costs – The City of Winnipeg's Strategic Infrastructure Renewal Policy requires that the City consider the full range of long-term costs when assessing new infrastructure. The January 4, 2005 presentation by the Planning, Property and Development Department at the Waverley West Plan Winnipeg Amendment Hearing included a financial analysis that included not only the capital costs, but also the long-term operating and renewal cost of new or expanded infrastructure. Why didn't the financial analysis in the March 2, 2009 report from Property, Planning and Development followed the same approach and include not only the capital cost of road improvements necessitated by the project at Sterling Lyon Boulevard and Kenaston Boulevard, but also their operating and renewal costs.

8. External Expertise – In preparing both the January 12, 2009 and March 2, 2009 reports, did Property, Planning and Development consult or seek external advice from organizations or individuals other than other civic departments (or the applicant's consultants) who have expertise in transportation demand management, active transportation or climate change? If so, please indicate which organizations or individuals were contacted and how their advice is reflected in the January 12, 2009 and March 2, 2009 reports.

9. Retail Space Demand – Does the City of Winnipeg have any data on how much retail space Winnipeg has either in total or on a per capita basis compared to other major Canadian cities? The Retail Commercial Lands Inventory submitted by the applicant only addresses Southwest and West Central Winnipeg. Has the the City of Winnipeg commissioned any independent research that examines the supply and demand of retail space on a city-wide basis? If so, please forward an electronic copy.

10. City Auditor's Report on Capital Project Budgeting and Management – I would like to receive a copy of this report that was referenced in an article that appeared in the February 17, 2009 Winnipeg Free Press.

11. Listing of Unfunded Infrastructure Projects – I would like to receive a copy of this report that was listed in the January 16, 2009 Winnipeg Free Press.

12. Traffic Counts for Kenaston from Taylor to Academy and St. James Bridge – Please forward any recent traffic count information that have been collected by the City of Winnipeg for the various intersections along Kenaston Boulevard from Academy to Taylor and for the St. James Bridge in conjunction with the functional design study to widen this route.

Finally, could you please confirm receipt of this message and indicate when I can expect a response? Thank you for your assistance.

Ken Klassen

From: Paul McNeil
Sent: March 16, 2009 10:49 AM
To: Ken Klassen
Subject: RE: Question about Redevelopment at Sterling Lyon Parkway and Kenaston Boulevard

Ken,

Sorry to take awhile to get back to you. As there are no simple or short answers to the questions you pose, in discussion with my clients, I am going to decline to respond to your questions. At this time, our efforts are focused on preparing for the upcoming public hearing and we will try to address a number of your concerns / questions at that time.

Regards,

Paul McNeil, MCP, MCIP
Regional Vice-President
MMM Group Limited

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From: Ken Klassen
Sent: Thursday, March 12, 2009 7:30 AM
To: Paul McNeil
Subject: Question about Redevelopment at Sterling Lyon Parkway and Kenaston Boulevard
Importance: High

Paul,

I will appear in delegation at the Plan Winnipeg hearing on March 18th. I have reviewed the information posted by the City of Winnipeg including the material that MMM Group has prepared for the applicant. Based this review, I have the following questions:

1. Open House material – Can you please forward to me an electronic copy of the information posted at yesterday's Open House held at J.B. Mitchell School? (If it is too large to send by regular e-mail, please use YouSendIt – see http://www.yousendit.com/)

2. Public Consultation – My understanding is that the application for this project was submitted to the City of Winnipeg on December 22, 2008. Can please summarize what, if any, consultation was undertaken by the applicant prior to this date with the general public, the communities that adjoin this development, active transportation groups, transit users, etc.? If so, could you please indicate how the conceptual plans for the proposed development have been modified to reflect this input.

3. Other studies – The City of Winnipeg's web site for this proposal has posted two studies prepared by MMM Group: the *Traffic Impact Study* and the *Retail Commercial Lands Inventory South-West and West-Central Winnipeg*. Are there any other studies that the applicant has submitted to the City but have not been posted to the web site?

4. Winnipeg Transit Design Guidelines – *Designing for Sustainable Transportation and Transit in Winnipeg* is a reference

document prepared by Winnipeg Transit for use by planners, developers, engineers, architects, landscape architects, and others to encourage the effective integration of public transit and active transportation in the city's development. As a condition of approval by the City, has the applicant agreed to follow the guidelines in this document?

5. Scope of Traffic Impact Study – This study does not include a review of the impacts of the development on the intersections at Academy and Kenaston, Route 90 and Ness Avenue, or the future increase in volume of traffic using the St. James Bridge. Why were these locations excluded from the study given that these locations are currently subject to a study by the City of Winnipeg?

6. Modal Split – What assumptions have been used about in the *Traffic Impact Study* regarding the modal split (private vehicles vs. transit, cycling and walking) of how people will access the proposed development?

7. Widening of Kenaston Boulevard – The study states that "...it is important to note that the existing traffic volumes along Kenaston Boulevard already make it a candidate for six lanes..." (see page 3). Please clarify which portion of Kenaston this statement applies to.

8. Annual traffic growth rate – Transportation is the largest source of greenhouse gas emissions in the City of Winnipeg. What if, any adjustment has been made to the assumptions used in the *Traffic Impact Study* about the increase in future traffic volumes (see page 15) to reflect commitments by all three levels of government to reduce greenhouse gas emissions?

9. Transportation Demand Management – What, if any, transportation demand management measures does the development's conceptual plan include to reduce private vehicle use?

10. Environmental Stewardship – Plan Winnipeg requires the City of Winnipeg to commit to environmental stewardship including encouraging energy efficient design in the planning of future residential, commercial, and industrial subdivisions. What, if any, guidelines such as the LEED Green Building Rating System by the Canada Green Building Council will the applicant be using to minimize the environmental impacts resulting from this development?

Thank you for your assistance.

Exhibit “U” referred to in File EP-1.1(PW 2/2008), DASZ 37/2008, DAV 157053/2008D and DAC 1/2009

AG 46/79

1982 SINGLE-FAMILY RESIDENTIAL DEVELOPMENT AGREEMENT

THIS AGREEMENT made in duplicate this 18 day of May A.D. 1982

BETWEEN:

THE CITY OF WINNIPEG,
(hereinafter called the "City")

OF THE FIRST PART,

- and -

ROY M. LEV & SCHLAMP INVESTMENTS LTD.
(hereinafter called the "Developer")

OF THE SECOND PART.

WHEREAS:

a) The Developer represents that it is the owner or entitled to be the owner of certain lands located within the boundaries of the City of Winnipeg as described in Schedule "A" and shewn outlined in Red on a plan attached as Schedule "B" (hereinafter called the "Planned Area"); and,

b) The Developer and the City wish to establish development conditions for the Planned Area; and,

c) The Developer, subject to the approval of the City, proposes to install and construct utilities and other services in the Planned Area; and,

d) The City has approved the subdivision plan for registration in the Winnipeg Land Titles Office subject to prior execution of the Agreement.

In consideration of the sums of ONE DOLLAR ($1.00) paid by each party to the other (the receipt and sufficiency of which is hereby acknowledged) and the mutual covenants herein contained the City and the Developer agree as follows:

1. DEFINITIONS

Unless the context otherwise requires, where used herein,

a) "Planned Area" means all the lands described in Schedule "A" and outlined in Red on the plan attached as Schedule "B" hereto;

b) "Commissioner of Environment" means the Commissioner of Environment of the City of Winnipeg for the time being or such other person or persons designated by him;

c) "Commissioner of Works and Operations" means the Commissioner of Works and Operations of the City of Winnipeg for the time being or such other person or persons designated by him;

d) "Commissioner of Finance" means the Commissioner of Finance of the City of Winnipeg for the time being or such other person or persons designated by him;

e) "Developer Owned Lands" means all the land within the Planned Area owned by the Developer or in which a beneficial interest is held by the Developer, its successors, assigns, purchasers or nominees at any time during the term of this Agreement.

2. CONTRACT DOCUMENTS

This Agreement shall consist of the following:

a) This Agreement consisting of 25 pages.

b) Schedule "A" - Legal Description of the Planned Area.

c) Schedule "B" - Planned Area outlined in Red; the lots to be allocated to the City outlined in Green; the lots to be allocated to private parties outlined in Yellow; the lots to be allocated to the Developer outlined in Blue.

d) Schedule "C" - The plans, specifications and drawings together with site grading plans and all other documents collectively which may be prepared in connection with the development of the Planned Area as provided for in this Agreement, if any, signed by the Commissioner of Works and Operations and the Developer; the conceptual servicing plan as shown on Schedule "C" hereto;

e) ~~Schedule "D" - City Specifications~~.

f) Schedule "E" - Plan showing Stages of development.

g) Schedule "F" - A plan showing the square foot ownership of the lands to share the cost of constructing a full range of services on Taylor Avenue, waste water sewage lift station and land drainage trunk sewer on Park Boulevard.

h) Schedule "G" - Cost Sharing Analysis.

i) Any written variation, amendment or addition of or to this Agreement or any of the Schedules signed by the Developer and the City pursuant to and in accordance with authority delegated by City Council all of which are and shall be binding upon the parties hereto as fully and to the same extent as if set out herein.

3. PLAN OF SUBDIVISION

a) The Developer will pay to the City its share of the cost and expense of preparing and securing approvals and registration of a Plan of Subdivision of the Planned Area as determined by the Commissioner of Finance;

b) Nothing herein contained shall constitute the approval of the City to any plan or plans of subdivision or any zoning change or variance desired by the Developer;

c) In order to effect registration of a plan of subdivision of the Planned Area as shown outlined in red on Schedule "B", the City will make immediate application to the Municipal Board for an order cancelling all existing plans of subdivision relative to that new plan vesting in the name of the City all lands within the new plan;

d) Upon registration of that new plan, the City shall transfer to the Developer those lands outlined in Blue on said Schedule "B" and as more particularly described as Lot 27, Block 1, Lot 7, Block 4, Lot 1, Block 7 and Lots 3 and 4, Block 7, and the most westerly 3 metres of Lot 2, Block 7 contained within the limits outlined in green on said Schedule "B"

APPROVED AS TO DESCRIPTION
DIRECTOR
LAND SURVEYS & REAL ESTATE

4. GENERAL INSTRUCTIONS

No development, including excavation, shall take place within the Planned Area without application to the Commissioner of Works and Operations and his prior written approval.

5. INSTALLATION OF MUNICIPAL SERVICES

The Developer shall pay to the City progressively as provided in paragraph 14(b) its share of the cost of installing all services required to service each stage within the Planned Area as determined by the Commissioner of Works and Operations pursuant to this Agreement.

a) Waste Water Sewers

i. The City shall, subject to progressive payment, of the Developer's share of the cost, construct and install in stages all waste water sewers complete with manholes and all other accessories within the Planned Area which the Commissioner of Works and Operations determines to be necessary to serve the Planned Area.

ii. The Developer Owned Land shall be assessed by way of a composite square foot levy, for its share of the cost,as determined by the Commissioner of Finance, of constructing the sewage lift station required to serve the Planned Area.

iii. Waste water sewer flows from all building sites within the Planned Area shall be restricted to peak dry weather flows or such lesser maximum flow as determined by the Commissioner of Works and Operations.

b) Land Drainage Sewers

i. The City shall, subject to progressive payment of the Developer's share of the cost for each stage, install and construct in stages all land drainage sewers, catch basin leads, manholes and accessories thereto which the Commissioner of Works and Operations determines to be necessary to adequately drain the Planned Area.

ii. The Developer Owned Land shall be assessed by way of a composite square foot levy for its share of the cost, as

determined by the Commissioner of Finance, of constructing the land drainage trunk and sub-trunk sewers required to serve the Planned Area as determined by the Commissioner of Works and Operations.

c) Watermains

The City shall, subject to progressive payment of the Developer's share of the cost, construct and install in stages all watermains, valves hydrants and fittings which the Commissioner of Works and Operations determines to be necessary to serve the Planned Area.

d) Lot Line Services

The City shall, subject to progressive payment of the Developer's share of the cost construct and install sewer and water lot line connections in stages from the main in the street to front lot line of each lot where and as determined by the Commissioner of Works and Operations.

e) Street Pavements

The City shall, subject to progressive payment of the Developer's share of the cost, construct in stages portland cement concrete pavements on all streets within the Planned Area to a width of 7.5 m and thickness of 150 mm overlaying a base course and sub-base as the Commissioner of Works and Operations may determine to be necessary to serve the Planned Area.

f) Street Lighting

The City shall, subject to progressive payment of the Developer's share of the cost cause to be installed in stages ornamental street lights on all streets within the Planned Area satisfactory to the Commissioner of Works and Operations.

g) Boulevards

The City shall, subject to progressive payment of the Developer's share of the cost, sod all boulevards in stages within the Planned Area from the curb to the front property line and plant trees within the boulevard right-of-way where and as determined by the General Manager of Parks and Recreation.

h) Street Name Signs

The City shall, subject to progressive payment of the Developer's share of the cost, erect City standard permanent street name signs in stages at each intersection within the Planned Area bearing street names approved by the City.

i) Underground Services

The City shall, subject to the payment of the Developer's share of the cost for each stage upon invoice cause to be installed in stages all electrical and telephone services underground to the satisfaction of the Commissioner of Works and Operations.

j) Engineering Services

The Developer shall pay to the City progressively its share of the cost for each stage, of engineering design, preparation of engineering plans ans specifications, field inspection, preparation of Progress Estimates and all other related engineering services to the satisfaction of the Commissioner of Works and Operations; said service to be provided by Reid, Crowther and Partners Limited, 831 Portage Avenue, Winnipeg, for the full range of services required to serve the Planned Area.

k) Services on Taylor Avenue

The Developer Owned Land shall be assessed by a square foot composite by-law for its share of the cost, as determined by the Commissioner of Finance, of constructing a 10 m in width and 200 mm in thickness reinforced portland cement concrete pavement, waste water sewer, land drainage sewer, watermain, ornamental street lighting, sidewalk and boulevarding on Taylor Avenue between Morpeth Boulevard and Park Boulevard as determined by the Commissioner of Works and Operations.

6. COMPOSITE BY-LAW

a) The Developer shall, immediately following the signing of the Development Agreement, file a petition in accordance with the City of Winnipeg Act for the construction and assessment as local improvements of all services both within the Planned Area and outside but serving the Planned Area as determined by the Commissioner of Works and Operations, including land drainage sewers, waste water sewers, watermains, underground wiring, street lighting, pavements, sidewalks, boulevarding, tree planting and building services to be assessed and levied by a square foot levy determined by the Commissioner of Finance.

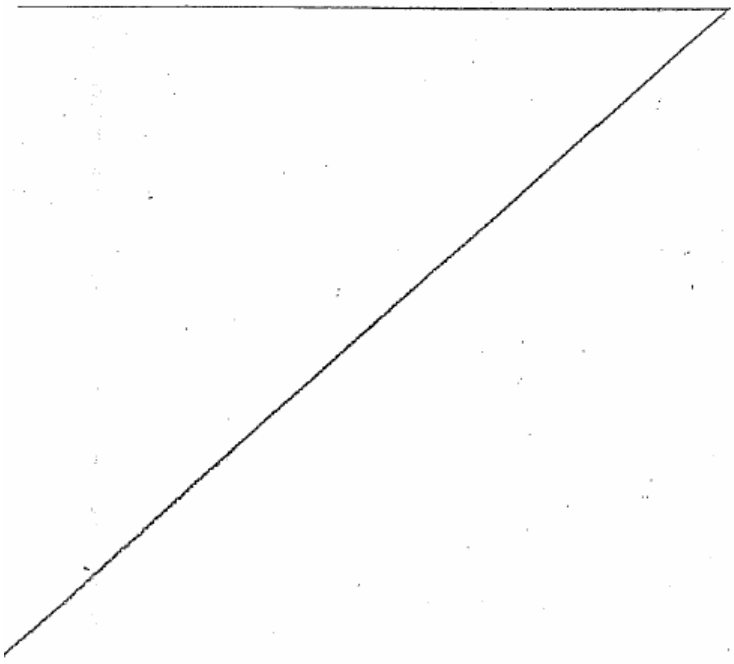
b) Subject to the City of Winnipeg Act, the City shall so assess the benefitting properties within the Planned Area in equal annual installments over a period of 10 years.

c) That portion of the cost of services paid to the City by the Developer, as determined by the Commissioner of Finance, shall be included in that assessment and so levied plus interest thereon at the City's then current rate, made up of its then current borrowing rate plus a handling charge of 1% per annum.

d) Levies under the Composite By-law shall commence for each stage in the year following the year of installation of services for each stage.

e) That portion of the cost of services paid to the City by the Developer and included in those levies shall, to the extent those levies are actually collected by the City, be remitted to the Developer on December 1st of each year after collection by the City, plus the interest thereon so levied and actually collected but minus the handling charge of 1%.

f) It is understood and agreed that the City may at any time commute and pay to the Developer the levies then outstanding against any lands within the Planned Area.

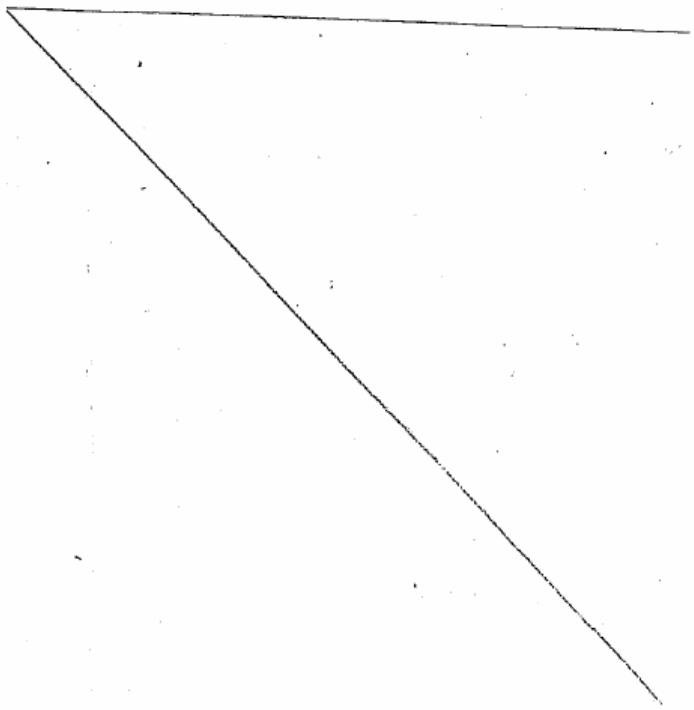


7. BERM LANDSCAPING

The Developer shall, at no expense to the City, landscape the berm together with screen planting in stages within the lots adjacent to the CNR Main Line; landscaping and screen planting to be to the satisfaction of the Commissioner of Environment. The landscaping and screen planting of the berm shall be completed by the Developer prior to the occupation of any home constructed on the lots backing onto the CNR Main Line.

8. RELOCATION OF OVERHEAD HYDRO LINES

The Developer shall, at no expense to the City, cause to be relocated the overhead hydro lines within the subdivision which work shall be to the satisfaction of the Commissioner of Works and Operations.



9. SURVEY MONUMENTS

The Developer shall pay the full cost of maintaining all survey monuments within the development area, to the satisfaction of the Director of Land Surveys and Real Estate, 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 his expense by a Manitoba Land Surveyor, to the satisfaction of the Director of Land Surveys and Real Estate

10. PAYMENT OF COSTS

The Developer shall pay to the City in cash prior to the release of subdivision linens establishing lot lines for each stage, the following amounts:

Stage I

$450.00 per acre x 1.0 acres = $450.00

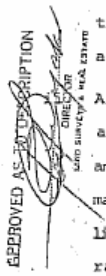
Stage II

$450.00 per acre x 4.75 acres = $2,137.50

The payment of the acreage charge is for the City's administration and other costs incidental to the preparation of this Agreement and the physical development of the Planned Area.

11. The Developer shall pay to the city in cash, in lieu of 10% of Developer Owned Land, 10% of the appraised value of the gross area of that land, in stages, as determined by the Commissioner of Finance prior to the release for registration of subdivision linens creating lot lines plus in stages amounts for servicing an equivalent dedicated land area and 52% of the cost of grading, levelling and seeding an equivalent dedicated park area. The amount of those cash payments in lieu of land dedication based on the foregoing are as follows:

i. An amount of $2,400.00 for Lots 3/4, Block 7 in the Planned Area, which payment shall be made prior to the release for registration of the subdivision plan attached hereto as Schedule "B";



An amount of $89.00 per frontage metre for Lot 27, Block 1 and Lot 7, Block 4 and $81.00 per frontage metre for Lot 1, and the west 3 metres of Lot 2 in Block 7, which payments shall be made prior to the release of subdivision linens establishing lot lines for each stage. The herein described frontage metre rates shall be valid for a period of three years from the date of this Agreement. All subsequent payments shall be determined by the Commissioner of Finance at the time of the release for registration of subdivision linens for each stage.

12. a) The City will not proceed with the installation of any of the municipal services to be constructed within the Planned Area nor shall the Developer proceed with the construction of any buildings thereon until:

i. The Developer has deposited with the City, as hereinafter provided, a 100% Letter of Credit guaranteeing progressive payment of its share of the cost of

all services to be installed in the relevant servicing Stage of the Planned Area;

ii. the relevant plan of subdivision has been approved by the City and registered in the Winnipeg Land Titles Office unless the commencement of such installation prior to registration is approved by the Commissioner of Works and Operations and a release and indemnity provided to the City by the Developer in form satisfactory to the City Solicitor;

iii. the necessary Zoning By-law affecting the subdivision has been enacted;

iv. detailed engineering plans and specifications of the municipal services and improvements to be constructed within the Planned Area have been approved by the City and accepted by the Developer.

b) No building erected on any lot in the Planned Area shall be occupied until such building and lot have been serviced with waste water sewer, land drainage sewer, water and street surfacing satisfactory to the Commissioner of Works and Operations.

c) No underground installation and/or construction 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 Commissioner of Works and Operations has inspected and approved all such underground installations and/or connections;

d) The Developer agrees that where in executing the improvements and municipal services and works provided for in this Agreement any such improvements, services and works will be installed across lands within the Planned Area owned by the Developer or private owners, the Developer shall, at its sole cost and expense, at the request of

the City obtain and provide the City with easements in form satisfactory to the City Solicitor, to enable the City to enter upon said lands and service; repair and otherwise deal with, as and when necessary, such municipal services, improvements or works as may be located on, through or under the said lands, including permission to the City to register the said Easement Agreement(s) by caveat(s).

13. PLANNED AND ORDERLY DEVELOPMENT OF THE PLANNED AREA

a) The City will endeavour to complete the works required to service Stage I of the Planned Area during the 1984 construction season subject to the Developer depositing the required 100% Letter of Credit upon demand by the City prior to and in sufficient time to allow the calling of tenders and award of construction contracts.

b) The City will endeavour to commence and complete subsequent servicing Stages when and in a manner determined to be appropriate in the sole and absolute discretion of City Council, subject to the Developer depositing the required 100% Letter of Credit for each such stage as provided for in paragraph 11.a).

c) It is understood and agreed that servicing of each stage of the Planned Area is intended to be carried out as part of the servicing of a larger area, that the timing of servicing for each stage under this agreement must therefore be determined solely by a vote of City Council to approve and provide funding for the servicing of the larger area and if the Developer does not deposit the required Letter of Credit for any Stage, upon demand as required by this agreement, the City may at any time thereafter, terminate this agreement by notice to the Developer in respect of all Stages of servicing not then commenced under this agreement.

4. PROGRESS PAYMENTS AND LETTER OF CREDIT

a) Letter of Credit

In order to guarantee payment of all monies payable to the City by the Developer for municipal and public services for each stage as provided in this Agreement and in order to guarantee performance of all other covenants under this Agreement by the Developer and its successors and assigns, the Developer shall provide to the City on demand prior to the commencement of any work under this Agreement for each Stage, an irrevocable Letter of Credit in favour of the City in an amount equal to 100% of the estimated cost of those services as determined by the Commissioner of Works and Operations and in a form satisfactory to the Commissioner of Finance and the City Solicitor;
Those Letters of Credit shall be issued by a Bank licensed to carry on business in Canada;
The said Letters of Credit shall be reduced progressively as progress payments are made to the City by the Developer.

b) Progress Payments

The Developer shall pay to the City, within 10 days of the date of each invoice issued to it by the City, the amount so invoiced for work carried out in respect of servicing each Stage of the Planned Area and in default of payment within that 10 days the City may without notice under paragraph 22., or otherwise, draw the amount so invoiced under the Letter of Credit. It is understood the City will not budget any funds for interim financing and progress of the work will depend entirely upon prompt payment by the Developer of all progress payments or drawings under the Letter of Credit.

c) If, upon a date 30 days or less prior to the date of expiry of any Letter of Credit there is an outstanding covenant

or obligation of the Developer which, in the opinion of either the Commissioner of Works and Operations or the Commissioner of Finance is not completely carried out, the City may draw the full amount of that Letter of Credit or any portion therof and hold those monies in place of that Letter of Credit unless the Developer earlier provides a replacement Letter of Credit and the provisions of this paragraph shall apply to that replacement Letter of Credit and all subsequent replacement Letters of Credit. For the avoidance of doubt it is understood and agreed that failure by the Developer to so provide a replacement Letter of Credit shall constitute a default under this Agreement entitling the City to draw the full proceeds of the existing Letter of Credit without notice under Paragraph 21. and any such monies so held in place of a Letter of Credit may be used as provided in this Agreement in the event of default.

c) In the event of default under or termination of this Agreement, for whatever cause, the City shall have the right to use the proceeds of any Letters of Credit or the amount of approved equivalent security provided by the Developer in such manner as the City may deem most advisable for the orderly completion of all work or works still unconstructed within the Planned Area and the City may, in its own discretion, complete such work or repair any faulty works within the Planned Area for the purpose of completing as far as possible, the development of the Planned Area as contemplated by this Agreement and the City shall have the right to enter upon and use any Developer Owned Lands, and the Developer does hereby grant such rights irrevocably to the City for the purposes set out herein. The extent of the work to be done by the City under the terms hereof, and the time within which work shall be completed shall be in the

sole discretion of the City and need not be limited to any specific part of the Planned Area.

d) Where pursuant to this Agreement a Building Permit with respect to any of the lands within the Planned Area is refused, such refusal shall not create any liability for damages against the City.

15. Until development has been completed within the Planned Area, the Developer shall maintain at all times, at its own expense, all areas not completed, in a presentable manner so that they will not be unsightly. Such maintenance shall include levelling same to the grade of the surrounding area, the cutting of grass and weeds thereon, and providing proper drainage for any water that may accumulate so as to ensure public safety and maintenance of sites until construction is commenced, in a manner not offensive to the public view.

16. REMEDIES CUMULATIVE AND NOT ALTERNATIVE

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

17. MUNICIPAL TAXES

The Developer hereby covenants and agrees to pay on demand by the Commissioner of Finance all municipal taxes, arrears and penalties including the commuted amount of all local improvement levies outstanding on all Developer-owned lands within the Planned Area prior to registration of any plan affecting the Planned Area.

18. All of the covenants and agreements herein made by the City, and all of the acts and undertakings herein agreed to be done by the City shall be performed, done and undertaken only within and to the extent of the powers of the City from time to time, and notwithstanding any provision of this Agreement, the City 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.

19. The City shall be under no liability to the Developer, or any other person, firm or corporation for the City's failure or inability to perform, do or undertake any covenant, agreement, act or undertaking, beyond the power or control of the City or caused by operation of the law; and in such event the City shall not be liable for any loss or damage suffered as a result of the failure or inability of the City to perform, do or undertake any such covenant, agreement, act or undertaking.

20. CURRENCY OF THE AGREEMENT

This Agreement shall remain in effect until each and every covenant of the Developer has been performed to the satisfaction of the Commissioner of Works and Operations, unless this Agreement is sooner terminated as provided herein.

21. ARBITRATION PROCEDURE

Should a dispute arise between the Developer and the Commissioner of Works and Operations, or the City, as to any of

:he terms, covenants, conditions or provisions contained
herein, or contained in the Schedules attached hereto, or as
:o their interpretation or applicability, or as to any sums
payable hereunder (with the exception of any matters under
:his Agreement which are to be decided solely by the Council
r a Commissioner or done at the sole descretion of the Council
r a Commissioner or done to the sole satisfaction of a
ommissioner), then the dispute shall be referred to a single
rbitrator, if the parties can mutually agree upon one, otherwise
o a Board of three arbitrators, who shall be qualified Engineers,
ne arbitrator to be appointed by the Developer, one arbitrator
o be appointed by the Commissioner of Works and Operations,
nd the third arbitrator to be chosen by the first two arbitrators
o appointed.

Should arbitration under this Agreement become
ecessary then such arbitration shall be conducted subject to
he provisions of the Arbitration Act of Manitoba, as amended
rom time to time. In the event that the parties are unable
o agree upon a sole arbitrator, and it becomes necessary to
rbitrate with a Board of three arbitrators, if the first two
amed arbitrators are unable to agree on the third arbitrator,
ither may apply to any Judge of the Court of Queen's Bench
n Manitoba, upon ten days notice in writing to the other
rbitrator, and the said Judge shall then appoint a third
rbitrator. In the event that one of the parties to this
greement refuses or neglects to appoint its arbitrator within
) days after the other of them has appointed its arbitrator,
nd serves written notice upon the other party requiring an
ppointment to be made under the terms hereof, then the
rbitrator first appointed shall, after the expiry of the said
) day period, at the request of the party appointing him,
roceed to hear and determine the matter or question in
ifference as if he were a single arbitrator appointed by all
arties for the purpose. The award or determination made by
he said arbitrator, or the said Board of Arbitrators, or the
ajority of them (including the apportionment and awarding of

costs of the arbitration) shall be final and binding upon the parties hereto and their respective successors and assigns.

22. AUTHORITY AND CAPACITY OF THE DEVELOPER TO CONTRACT

a) This Agreement shall be of no force or effect whatsoever until if requested by the City Solicitor, the Developer has delivered to Counsel for the City, in form satisfactory to him such certified copies of Land Titles Office searches or such other documents as may be necessary to satisfy the City Solicitor that the Developer does in fact own the lands to be developed within the Planned Area, or has a sufficient interest in them, or is otherwise in a position to effectively deal with same.

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

c) Notwithstanding anything hereinbefore provided, in the event that it shall ever be found by a court of competent 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 City, 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 City for valuable consideration, and the enforcement of this paragraph against the Developer by the City may be made by a claim for specific performance, or damages by the City, at its option, and any breach, or anticipated breach of any provision of this Agreement by the Developer may be restrained by the City by way of injunction, or claim for damages, or both.

23. DEFAULT BY THE DEVELOPER

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

If within ten days after the giving of such notice, the Developer fails to rectify such default as contained in the notice, to the satisfaction of the City, then the City shall be entitled to draw upon the performance security provided by the Developer and itself remedy the default in whole or in part and recover from the Developer any costs thereof in excess of that performance security or to specific performance to rectify such breach or default, or alternatively shall be entitled to seek an injunction to restrain such breach, or to enforce any term or condition of this Agreement or shall be entitled to seek a declaration terminating this Agreement for non-performance, or any and all such remedies, (which remedies are hereby acknowledged as being cumulative and not alternative), provided further that if the Agreement is so terminated, by virtue of the Developer's default, the parties hereto agree that the City shall not be liable for any loss or damage

that may be suffered by the Developer as a result of such termination, and the parties hereto further covenant and agree that the City in any such event, shall not be liable for any loss or damage suffered by any other person, firm or corporati by virtue of such termination, and the Developer does hereby for itself and its successors and assigns indemnify and save harmless the City, and its successors and assigns, from any claim or demand from any person, firm or corporation which may suffer loss or damage by reason of the termination of this Agreement because of the Developer's failure or default as aforesaid.

24. GENERAL PROVISIONS

a) This Agreement shall not be assignable by the Developer without the consent of the City first being had and obtained in writing; which consent is not to 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, or should any provision of this Agreement or any Schedules hereto, be at variance with any rule at law or legislation, or rule of equity, then in all such events, 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 waiver shall be in writing, and provided further 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 provision of any other term or provision of this Agreement.

d) The headings of the paragraphs contained in this Agreement are hereby stated to be inserted for convenience only, and shall in no way define, limit or restrict or describe the scope of intent of this Agreement nor affect in any way whatsoever its terms and provisions.

e) Any notice required to be given by either of the parties hereto, except where otherwise specifically provided, shall be deemed to have been validly and sufficiently delivered and given if:

i. Delivered personally to the City Solicitor in the case of the City, and to Roy M. Lev & Schlamp Investments Ltd., 212 Grenfell Boulevard, Winnipeg, Manitoba case of the Developer, or

ii. Mailed to the City Solicitor at Council Building, Civic Centre, 510 Main Street, Winnipeg, R3B 1B9, or to the Developer at its said address, by registered mail, and in connection with the second method of giving notice, notice shall be deemed to have been given and received as of the date of such mailing.

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 neuter, where the context of the parties hereto 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.

SIGNED, SEALED AND DELIVERED this 25th day

of October A.D. 1982 BY:

THE CITY OF WINNIPEG

Mayor

Deputy City Clerk

AND this 1st day of October A.D. 1982

BY:

ROY M. LEV & SCHLAMP INVESTMENTS LTD.

Exhibit "V" referred to in File EP-1.1(PW 2/2008), DASZ 37/2008, DAV 157053/2008D and DAC 1/2009

Submitted by Lyle Bishop
& Leanne MacLean
Tuxedo Yards Redevelopment
Mar 18, 2009

To: The City of Winnipeg, **March 11, 2009**

We, the residents of South Tuxedo are in favor of the future retail development at Kenaston Boulevard and Sterling Lyon Parkway, if a suitable solution to excessive noise, the negative aesthetic impact of a construction sight, and the increased risk of theft and vandalism to our homes, can be agreed on.

The circumstance unique to Park Place versus other retail developments built in close proximity to residential areas is the train that will run between the homes and the retail buildings. The noise from each passing train will be reflected and amplified by the row of buildings along Wilkes Avenue. When we purchased our homes on Park Place we were all well aware of the trains and accepted a certain level of noise generated by them. We do not however accept an **increase** in the level of noise generated by the sound of the trains reflecting off the large buildings, proposed to be situated on the south side of the CN main line.

The retail development is projected to span a time frame of 12 years, during which time there is expected to be noise consistent with a large construction site. The problems of both the noise pollution and the negative aesthetic impact of the site would also need to be addressed. Once the development is complete, there will be additional noise generated from day to day operations, such as the following: delivery trucks using back-up alarms; noise from people and traffic frequenting the development; snow removal trucks and heating and air conditioning units on the roofs of large buildings.

With no physical barrier between the proposed massive retail development, and thousands of people visiting per day, we fear that our homes will become a target for theft and vandalism. Most of our homes have been designed with large windows in the back to capture the current view of open space. Unfortunately, these designs could attract would be thieves who will now be able to look directly in our homes as well as have easy access.

Possible solutions to the negative impact of the retail development are:

1. The construction of a concrete wall prior to the first phase of the development of the land, constructed of the same material as the existing wall (at the top of the west end of the berm), built on the north side of the tracks at or on the property line of the Park Place East and West homes.

2. A reduction in the speed limit of the trains passing between the buildings and our homes.

3. The inclusion of a green space between the buildings and our homes, in which mature trees would be planted.

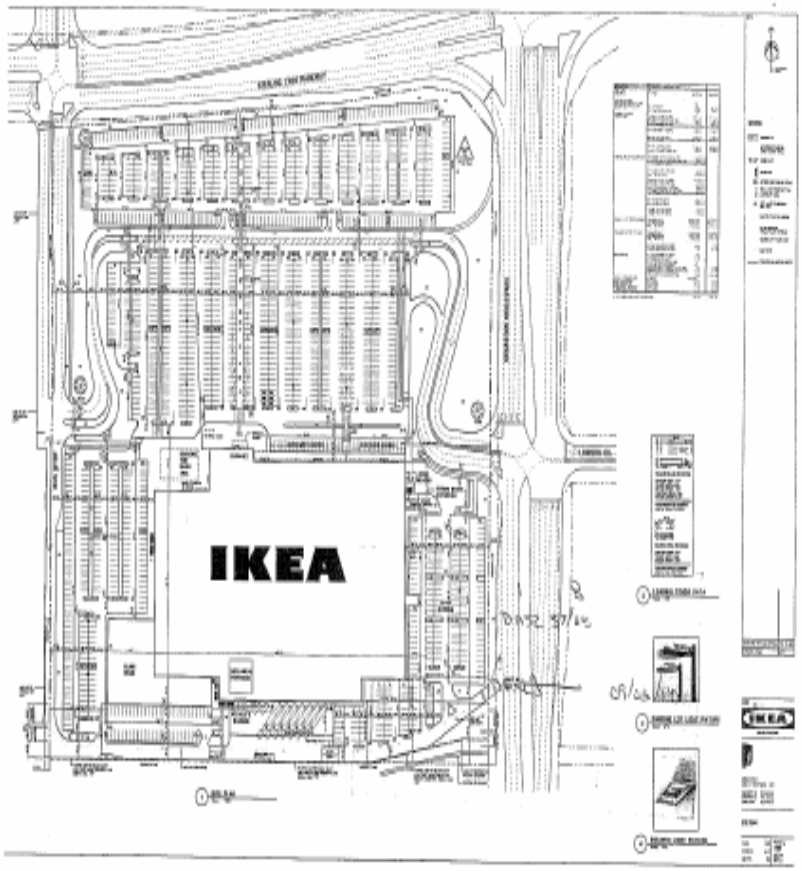
4. The residence of South Tuxedo wish to be informed and have continuous input and sight plan approval throughout the project.

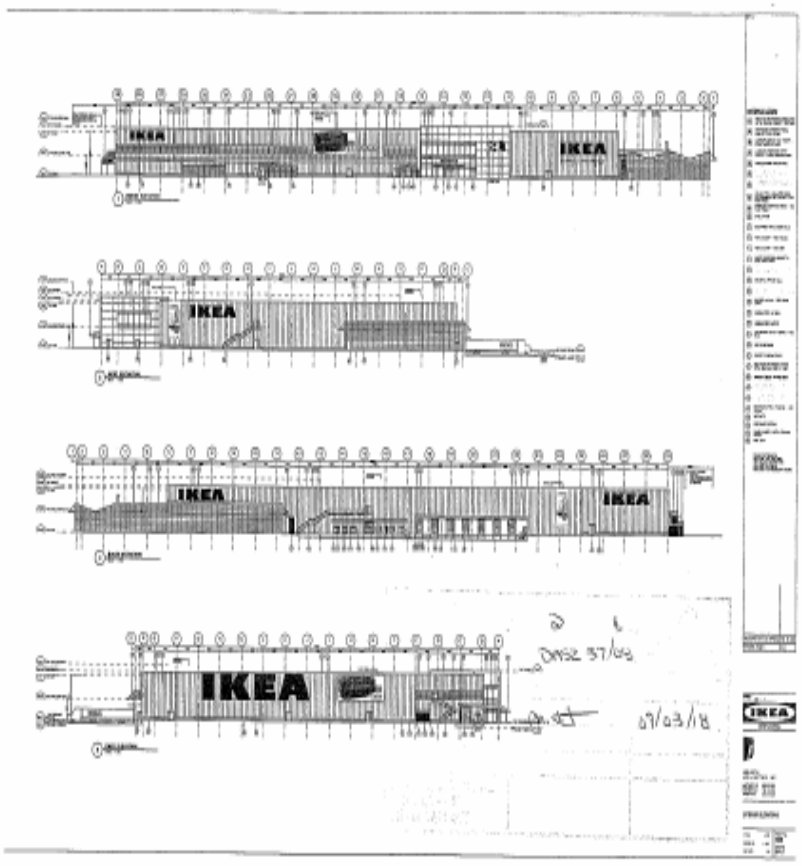
NAME
GUREESH BAINS
April Gregora
Bruce McKenzie
Gerald Sandell
K.P. SHARMA
S. ANDRICH
Leanne MacLean
KEN REEDER
A. MAKEHAM
Susan Cohen
Jerry Cohen
[illegible]
Chris Champagne
OSTOJA
SOFIJA
ROBERT K. FROESE
Lori Wazny
Bhavana Bende
Mareda Mora
Gina Charney
Gloria Aurit
Julio
[illegible]
Julia Van De Spreijt
R. Wayk
WILLIAM JOHNSON
MARIOLA JOHNSON
Vera El Harouni
Marylouise Chown
M Mardero
Virine Bahadoosingh
Sabrina Bahadoosingh
Darlene Cochrane
Ian Cockerill
HOWARD Pitch

NAME	
Nancy Pitcit	N
Martha Tabak	
Soongkyu Martin Kim	
Ken Donnell	
E. CHIPONGIAN	
C. CHIPONGIAN	
E Swan	
[illegible]	
[illegible]	
Antonio Cummings	
Larry Chartrand	
B. GARNER	
Karen Veitch	
[illegible]	
Lupinetti Antonio	
Francis Lupinetti	
Grady Woodward	
Tamara Woodward	
[illegible]	
MARCIA McKENZIE	
SOFIA Sweeney	
MARTHA JATIVA	
DAVID STRUCK	
We agree to going to the top of the	
JUDY STRUCK	
M. A. HAI	
Nanif & Anne Hale	
Nancy Goodall	
Chad Goodall	
Scott FROST	
Rade DRAGOTEVIC	
C & M. HOINSCH	

Exhibit “W” referred to in File EP-1.1(PW 2/2008), DASZ 37/2008, DAV 57053/2008D and DAC 1/2009




IKEA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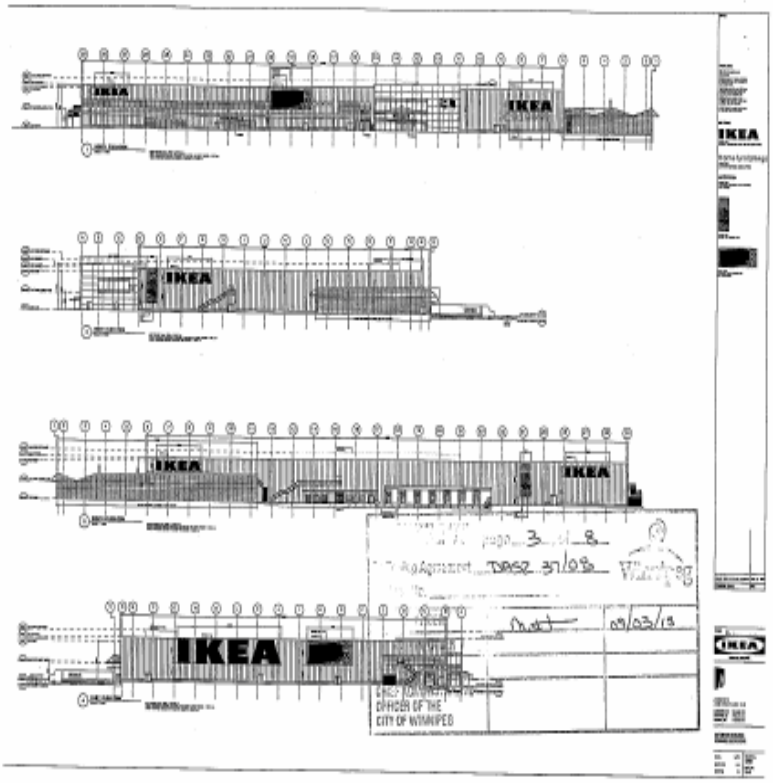
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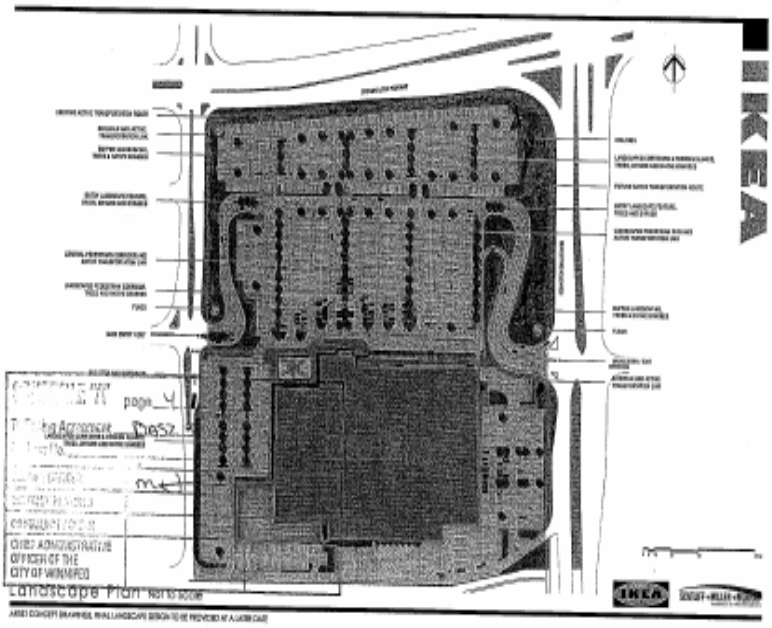
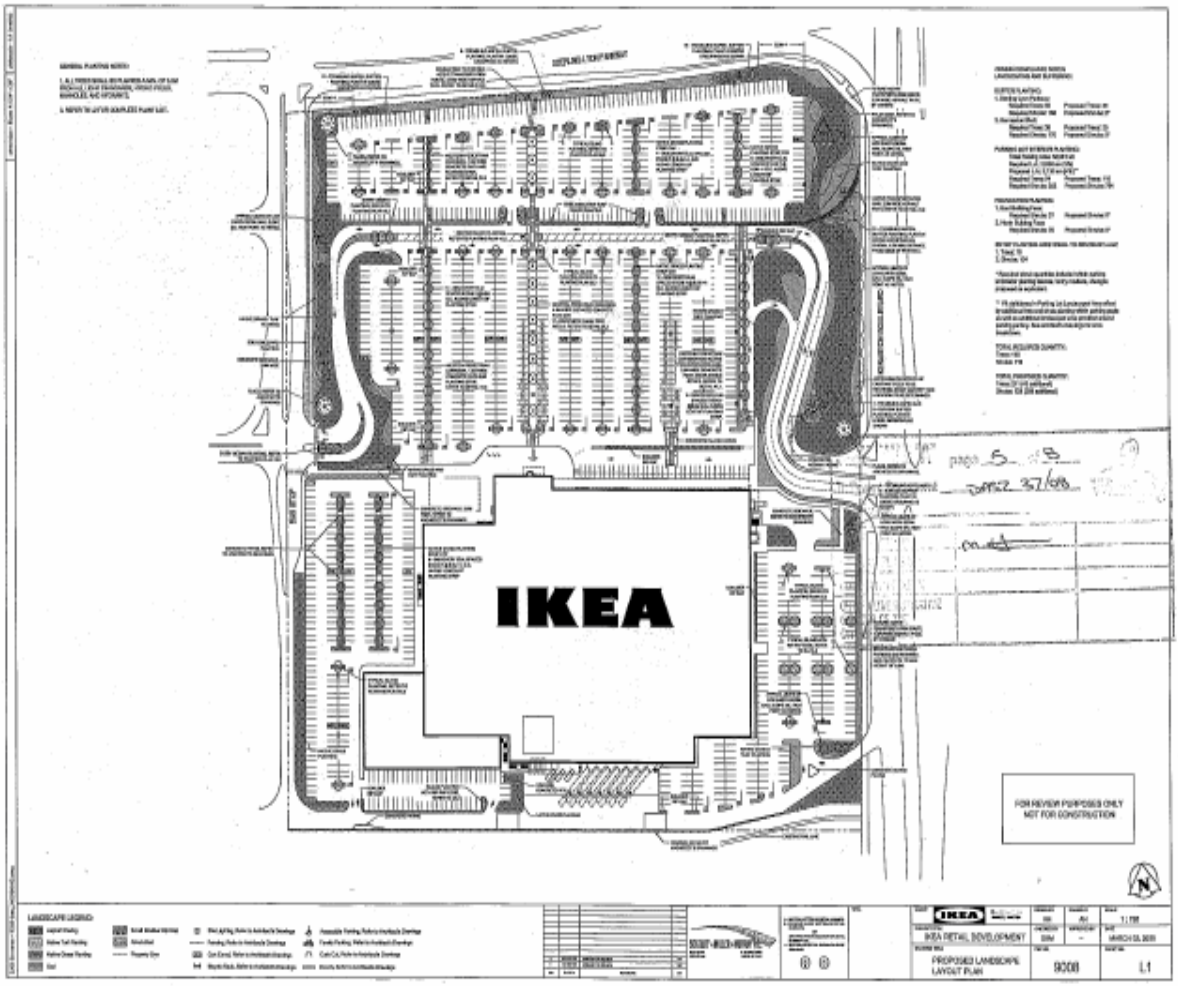
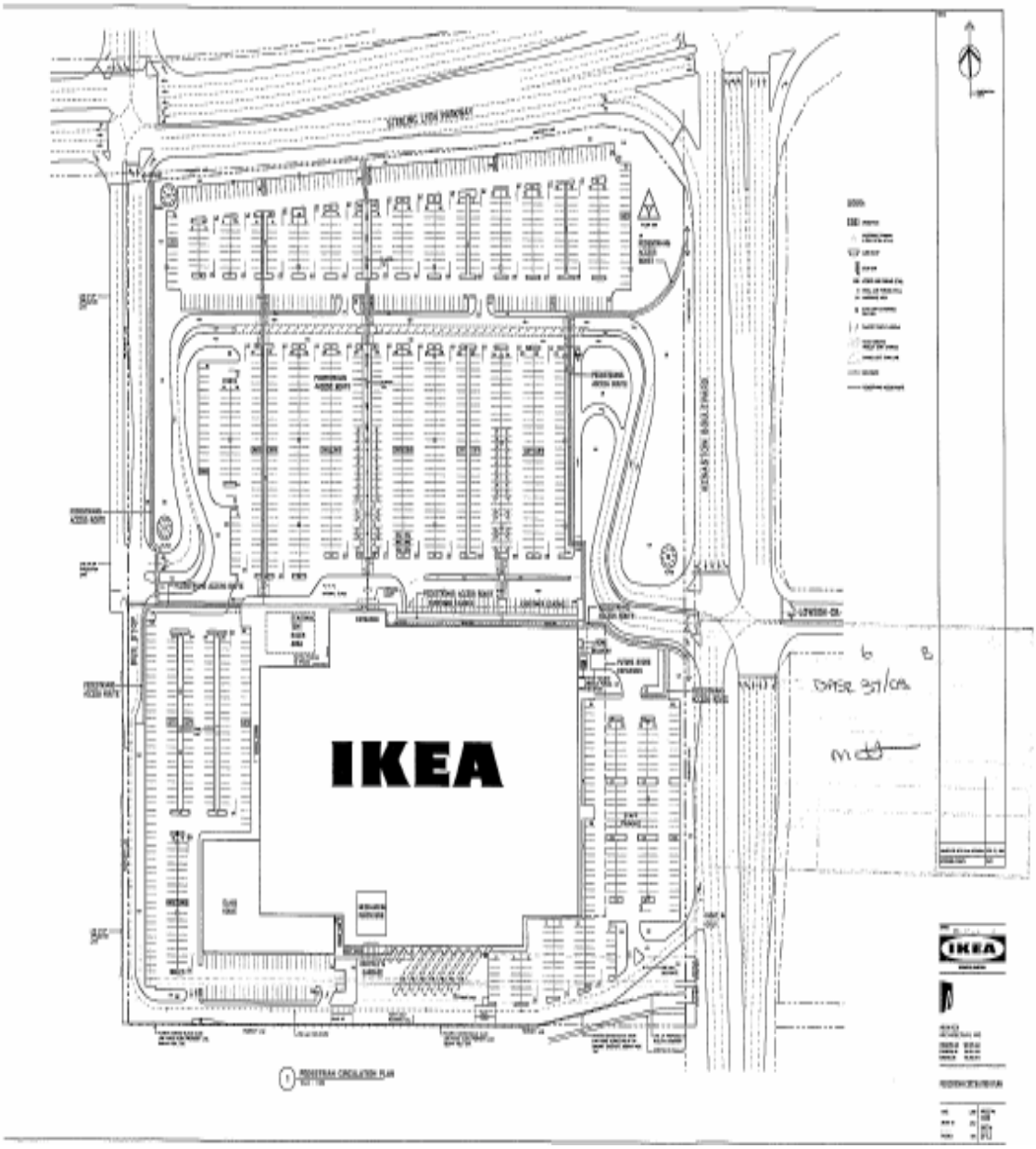
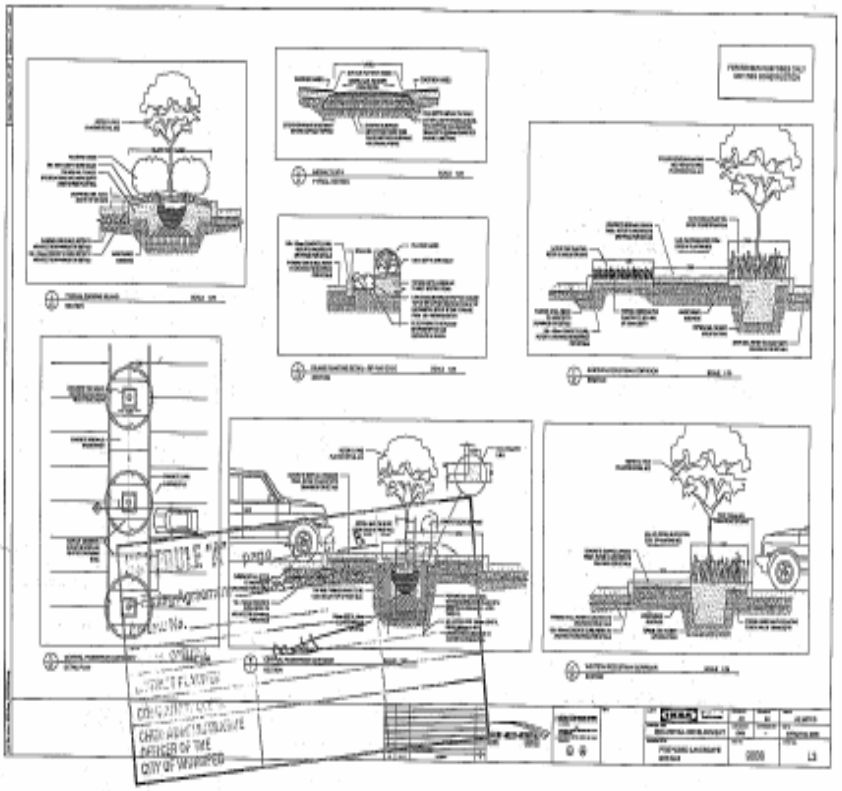


Landscape Plan Not to scale


IKEA
FOR REVIEW PURPOSES ONLY
NOT FOR CONSTRUCTION
IKEA RETAIL DEVELOPMENT
PROPOSED LANDSCAPE LAYOUT PLAN
9008
L1
MARCH 03, 2011


IKEA



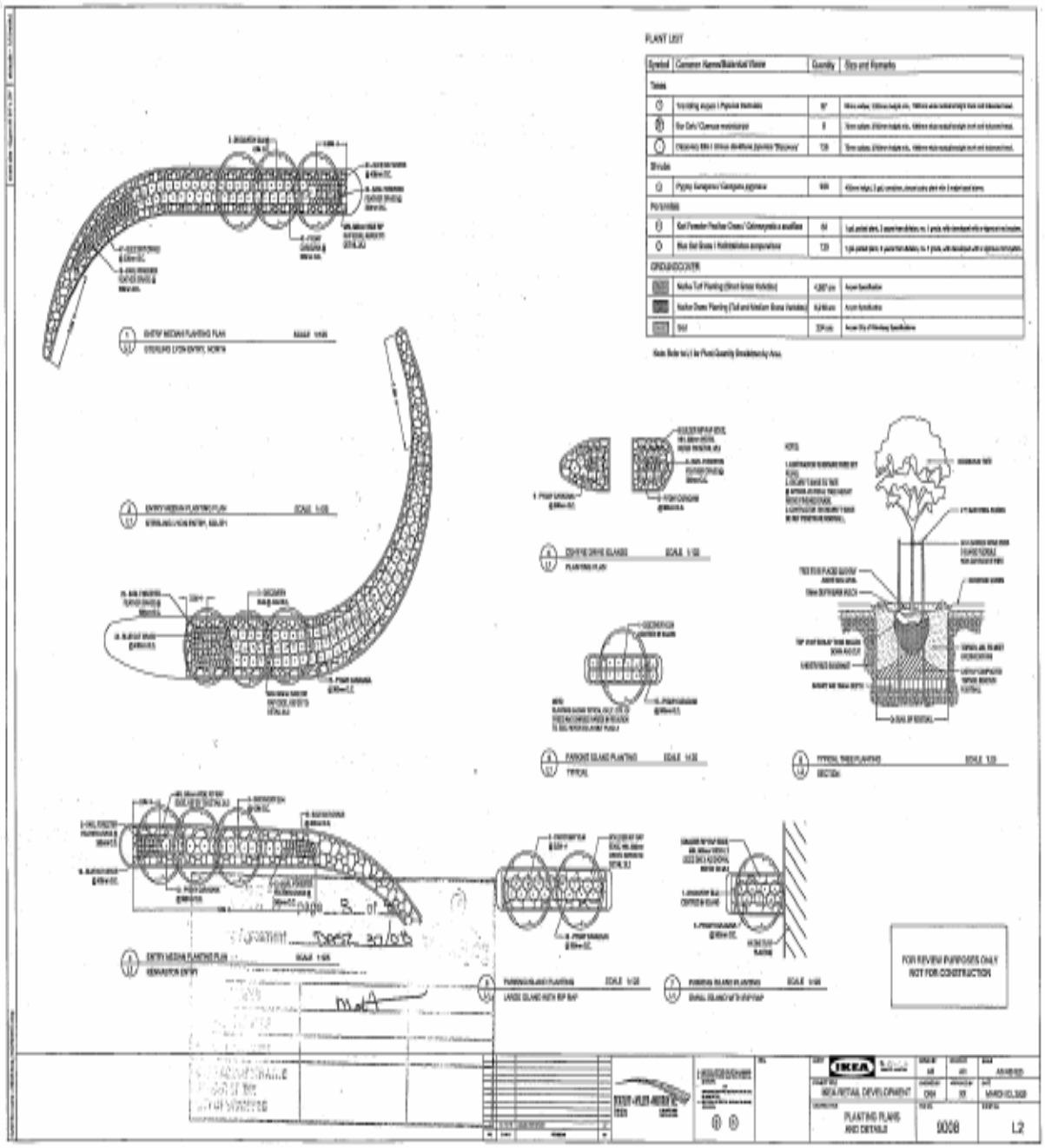

PLANT LIST
Symbol
Common Name/Botanical Name
Quantity
Size and Remarks
Trees
Shrubs
Perennials
GROUNDCOVER
ENTRY MEDIAN PLANTING PLAN
STERLING LYON ENTRY, NORTH
ENTRY MEDIAN PLANTING PLAN
STERLING LYON ENTRY, SOUTH
ENTRY MEDIAN PLANTING PLAN
RESERVATION ENTRY
CENTRE DRIVE ISLANDS
PLANTING PLAN
PARKING ISLAND PLANTING
TYPICAL
TYPICAL TREE PLANTING
SECTION
PARKING ISLAND PLANTING
LARGE ISLAND WITH RIP RAP
PARKING ISLAND PLANTING
SMALL ISLAND WITH RIP RAP
FOR REVIEW PURPOSES ONLY
NOT FOR CONSTRUCTION
IKEA
IKEA RETAIL DEVELOPMENT
PLANTING PLANS
AND DETAILS
9008
L2

Exhibit “X” referred to in File EP-1.1(PW 2/2008), DASZ 37/2008, DAV 57053/2008D and DAC 1/2009

Schedule “G” for File No. DASZ 37/08, Executive Policy Committee, dated March 18, 2009

By–Law No. _____

File No. **DASZ 37/08**

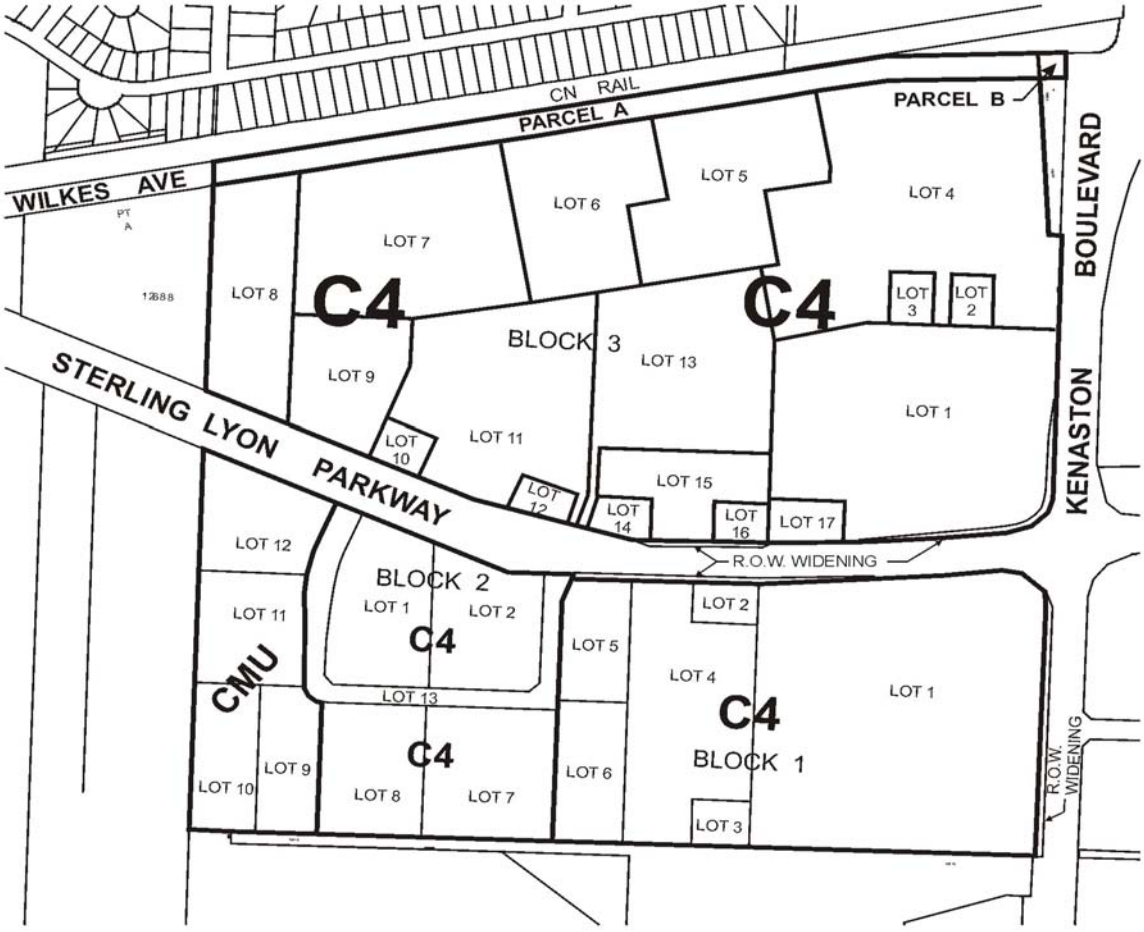
Atlas Sheet No.

N

AF19
ASSINIBOIA COMMUNITY

Explanation

An application for the approval of the plan of subdivision shown outlined below and for a proposed zoning change to By-law No. 200/2006 by rezoning the land located on the west side of Kenaston Boulevard, south and north side of Sterling Lyon Parkway from an "M2" and "M3" MANUFACTURING DISTRICTS to a "C4" COMMERCIAL REGIONAL DISTRICT and/or "CMU" COMMERCIAL MIXED USE DISTRICT as shown outlined below.



THIRD READING : _____ EFFECTIVE DATE : _____

ZONING AGREEMENT : YES ☐ NO ☐ CAVEAT No. _____