SCHEDULE A

PROPOSED TERMS AND CONDITIONS FOR AN ENCROACHMENT AGREEMENT TO ALLOW FOR THE RELOCATION OF EIGHTEEN METAL TREES AND INSTALLATION OF TEN SEATING PLAZAS AT LOCATIONS WITHIN THE PORTAGE AVENUE RIGHT-OF-WAY BETWEEN ALBANY STREET AND QUEEN STREET

Use:	Relocation of 18 metal trees and installation of 10 seating plazas, each consisting of two benches, two concrete raised planters each featuring two trees and annual flower plantings, and an underground Silva cell system covered with paving stones. (Hereinafter referred to as `the Works`)
Licensee:	St. James Village Biz
Area:	Shown and identified as 'Encroachment Total Area` as identified on Misc. Plan No.'s 14648, 14649, 14650, 14651, 14652, and 14654 attached; (hereinafter referred to as the `Encroachment Area`)
Term:	Annually continuing, commencing the first day of the month following approval from the City's Standing Committees and Council;
Rental:	$3,406.25 per annum, plus GST, computed on the basis of the fees outlined in the City of Winnipeg Encroachment By-Law No. 692/74 and amendments thereto, in event that the By-law is amended changing the fees charged for encroachments the rental paid under this agreement shall be adjusted accordingly, plus an initial administrative fee of $250.00 plus GST;
Insurance:	The Licensee shall ensure that all contractors, sub-contractors and architects involved in the construction of the Works purchase and keep in force at all time during the performance of the work the following insurance coverage: General liability insurance in the amount of at least five million dollars ($5,000,000) per occurrence for bodily injury, property damage, unlicensed motor vehicles, employer's liability, and products and completed operations, such liability policy to include the St. James Village BIZ and the City of Winnipeg as an additional insured Worker's Compensation coverage shall be maintained and evidence of such shall be provided.

The Licensee shall ensure that all architects involved in the design of the Works purchase and keep in force at all time during the performance of the work and for twelve (12) months after total completion the following insurance coverage:

Professional Errors and Omissions Liability Insurance in an amount not less than $500,000 per claim and $1,000,000 in the aggregate.

All policies to be taken out with insurers licensed to and carrying on business in the Province of Manitoba;

Deductibles shall be borne by the contractors, sub-contractors and/or architects

The Licensee shall ensure that the contractors, sub-contractors and/or architect not cancel, materially change or cause any such policies to lapse without a minimum of thirty (30) days prior written notice to the City of Winnipeg;

The Licensee shall ensure that the contractors, sub-contractors and/or architect file with the St. James Village BIZ and the City a certificate of insurance in a form satisfactory for the City Solicitor;

The City shall have the right to alter the limits and/or coverages as reasonably required from time to time during the continuance of this lease agreement and any subsequent renewals thereof, provided that the City shall give the Licensee reasonable notice and shall request reasonable change;

Cancellation: Ninety (90) days written notice by either party;

Conditions: That the approval of this application by the Designated Officer – Encroachments is only valid for a period of six (6) months from the date of said approval unless the Licensee enters into an Encroachment Agreement with the City of Winnipeg within the stated time frame, or alternatively obtain an extension of time from the Designated Officer – Encroachments;

The Licensee understands and agrees that the 'Encroachment Area' is licensed on an "as is" basis. The Licensee acknowledges that the City makes no representations as to the suitability of the Encroachment Area for the proposed use by the Licensee.

Licensee to comply with all laws, by-laws and regulations of any federal, provincial or municipal authority, and shall obtain all necessary permits pertaining to the use and occupancy of the Encroachment Area.

The Licensee shall not erect or permit the erection of any building or other structure, other than the works referred to herein, nor make any excavation other than that required for the works referred to herein, and shall not place fill upon the Encroachment Area or on the lands adjacent to the Encroachment Area;

Immediately following construction or dismantling of the Works, the Licensee agrees to restore the Encroachment Area and the adjacent lands, including but not limited to the public right-of-way, to a condition at least equal to the condition that existed prior to construction. The Licensee shall be responsible for any and all damages to the Encroachment Area and permitted structures in the Encroachment Area and adjacent lands, including but not limited to the public right-of-way, resulting from its use and occupation of the Encroachment Area.

The City shall have the right to access the Encroachment Area at any time (twenty four hours a day, seven days a week) by its employees or other persons acting with its authorization, with or without equipment to maintain, operate, repair, inspect or rehabilitate existing water mains, sewer lines and appurtenances located within the Encroachment Area.

The Licensee shall not assign this agreement or sublet the Encroachment Area without the prior consent of the Licensor.

That all utilities be permitted to enter the Encroachment Area for maintenance, repair or installation of services at anytime without notice to the Licensee and that any removal or relocation of existing facilities as a result of the encroachment will be at the expense of the Licensee.

Manitoba Hydro will require easements for existing facilities and future development. At this time, Manitoba Hydro is unable to determine where their existing facilities are located in relation to the proposed Encroachment Area. The Licensee will provide a sketch prepared by a licensed land surveyor to Manitoba Hydro showing the exact location of all Manitoba Hydro facilities on the Encroachment Area prior to the Licensee doing any work as contemplated herein.

Centra Gas Manitoba Inc. has facilities in the affected area but no easement requirements.

Any removal or relocation of Manitoba Hydro and/or Centra Gas Manitoba Inc. existing facilities as a result of the proposed license will be at the expense of the developer and/or Licensee.

Future electrical and/or gas service can be obtained from the local Manitoba Hydro District Office.

If the application is revised at any time it will be necessary for Manitoba Hydro/Centra Gas to review the file to determine if their easement requirements remain the same. Prior to any digging or excavation, Manitoba Hydro and/or Centra Gas Manitoba Inc. advise the Licensee contact the Call-Before-You-Dig line at 204-480-1212;

Prior to the Licensee commencing any construction or Installation, including the removal or reinstallation of the metal trees, the Licensee shall submit for approval all necessary documents and drawings through the Underground Structures Permit process for approval and shall thereafter do all construction, repairs and maintenance in accordance with the approval.

The Licensee shall:

i) reinstall the metal trees with breakaway base;

ii) ensure that the metal trees are not reinstalled within Transit stops and will be located a minimum of 30 metres from any intersection;

iii) if the raised planters are higher than 300 mm above sidewalk grade, ensure that the setback of the raised planters from the curb of Portage Avenue is 1.5 m, as opposed to 1.2 metres;

iv) ensure that the nearest edge of the raised planter is a minimum of 3.0 metres away from an intersection. An intersection is defined as the area bounded by the projection of the sidewalk (property side) across the street or in absence of a sidewalk, the extension of the right-of-way edge across the street.

v) Use inlay bricks for the paving stone `plaza area` that have been pre-approved by the Director of Public Works.

The Licensee acknowledges that the proposed Encroachment Area is on, over and in close proximity to a cast iron water main that is reaching the end of its service life. The Licensee acknowledges that there may be a water main break which will require emergency repair and that the City may be replacing the water main as a whole in the future.

In the event that the City is required to repair or replace the water main, the City shall not be responsible for any damage caused to the Licensee's works that are proposed to be installed hereunder and will not be responsible to ensure that the works

that are installed by the Licensee are replaced. In conducting all repair or replacement to the existing water main, the City may be required to excavate the Encroachment Area and remove the trees, benches, planters, silva cells and vaults. The Licensee hereby releases the City from any and all claims for damage or loss that may be caused as a result of the City's repair or replacement of the water main. The Licensee further releases the City from any and all responsibility for the re-installation of any of the Licensee's works as contemplated hereunder.

In the event that the Licensee wishes to re-install the works set out herein that may have been removed by the City during repair or replacement of the water main, the Licensee shall do so at its sole cost and expense.

ii) The Licensee shall ensure that frost penetration is mitigated by installing rigid polystyrene insulation beneath the tree vault foundation as approved by the Water & Waste Department at the Licensee's sole cost and expense.

iii) The Licensee shall ensure that the rigid polystyrene insulation under the tree wells is installed 3000 millimetres wide centered on the water main Cell for the entire length and that the rigid polystyrene insulation is made up of two layers of 50 millimetres thick Rigid Polystyrene Insulation.

The Licensee shall be responsible for all costs, utilities, and operating expenses in connection with the use and occupation of the Encroachment Area including, but not limited to; license fees, business tax, garbage removal, snow removal, security, etc. The Licensee shall also be responsible for cleanup of litter in the immediate area as a result of use and occupation of the Encroachment Area.

The Licensee shall indemnify and save the City harmless from and against any and all claims for damages or injuries, including death that may arise from the use of the Encroachment Area by the Licensee.

That if any removal, relocation or adjustment of existing MTS facilities is required, it will be at the expense of Licensee; that extreme caution be used when excavating in the vicinity of MTS buried plant and that the Licensee contact the Buried Plan Location Service at 204-941-7267, 48 hours prior to excavation for further confirmation in the field;

That if at any time during the term the City's use or requirements for the Encroachment Area reasonably necessitate the relocation and/or modification and/or removal of the Works, the Licensee shall be responsible to do all things necessary to relocate and/or

modify and/or remove the works as required by the City and to pay all costs and expenses associated therewith.

That all applicable permits be obtained prior to any construction or development;

Any other terms and conditions as are deemed necessary by the Director of the Planning, Property and Development Department, the Director of Public Works Department and by the City Solicitor/Director of Legal Services to protect the City's interests.

The proposed terms and conditions of the proposed Encroachment Agreement are subject to the final approval of the City's Standing Committees and Council and to the City Solicitor as to form and content.

ST. JAMES VILLAGE BIZ HEREBY AGREES TO ENTER INTO AN ENCROACHMENT AGREEMENT WITH THE CITY OF WINNIPEG FOR THE ENCROACHMENT AREA AS DEFINED ON THE ATTACHED MISC. PLAN NO.'s 14648, 14649, 14650, 14651, 14652, & 14654 AND IN ACCORDANCE WITH THE PROPOSED TERMS AND CONDITIONS AS OUTLINED HEREIN.

St. James Village Biz

Per: Cheryl Reid — April 23/14

DATE

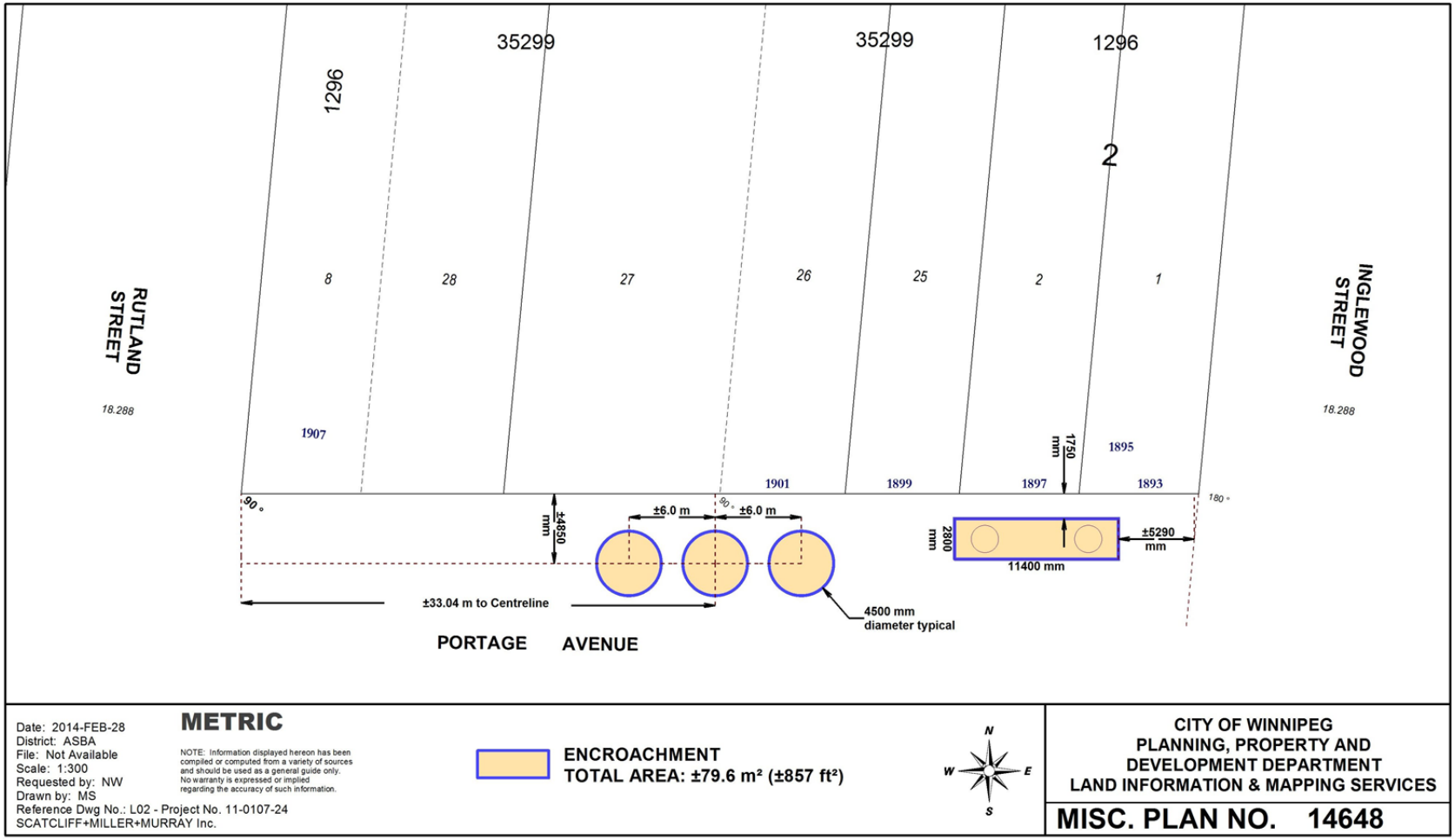
Cheryl Reid

NAME

treasurer

TITLE

I/We have been authorized to bind the Corporation



Date: 2014-FEB-28
District: ASBA
File: Not Available
Scale: 1:300
Requested by: NW
Drawn by: MS
Reference Dwg No.: L02 - Project No. 11-0107-24
SCATCLIFF+MILLER+MURRAY Inc.

METRIC

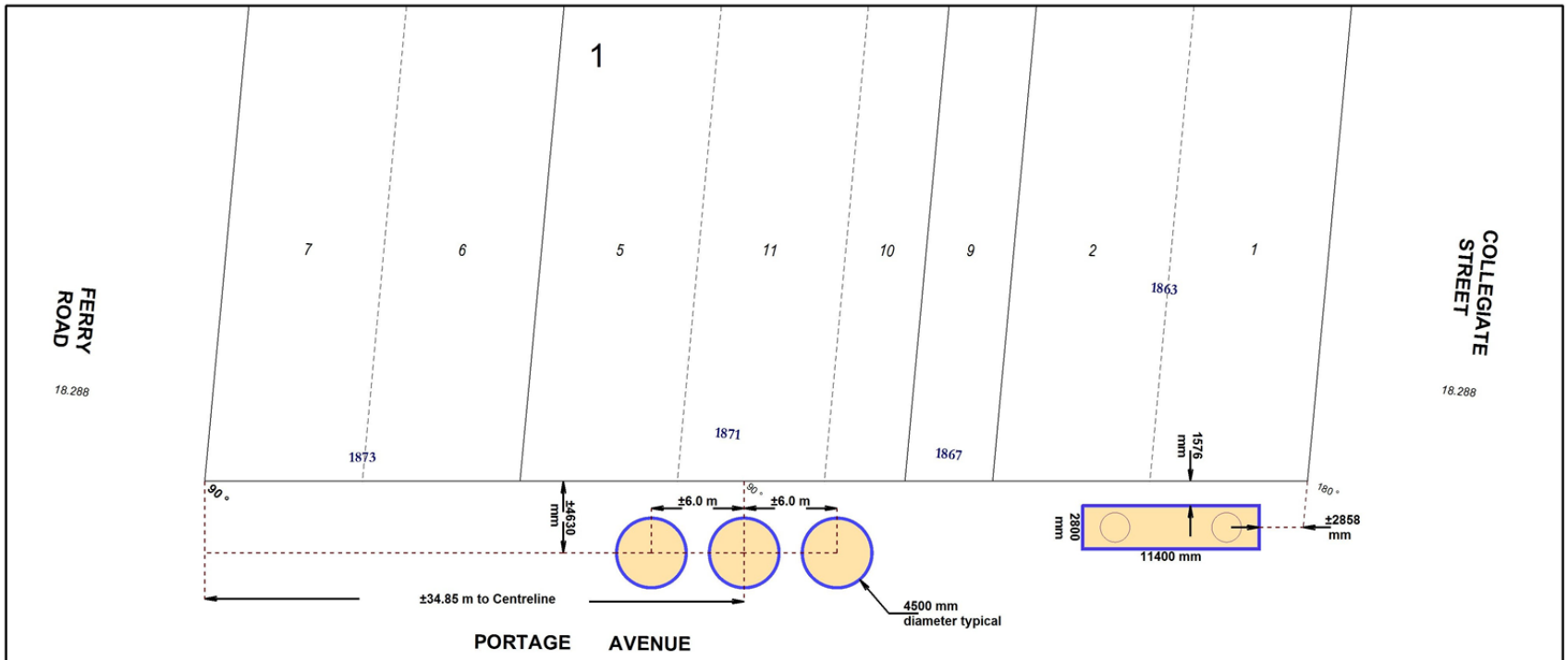
NOTE: Information displayed hereon has been compiled or computed from a variety of sources and should be used as a general guide only. No warranty is expressed or implied regarding the accuracy of such information.

ENCROACHMENT
TOTAL AREA: ±79.6 m² (±857 ft²)

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CITY OF WINNIPEG
PLANNING, PROPERTY AND DEVELOPMENT DEPARTMENT
LAND INFORMATION & MAPPING SERVICES

MISC. PLAN NO. 14648



Date: 2014-FEB-28
District: ASBA
File: Not Available
Scale: 1:300
Requested by: NW
Drawn by: MS
Reference Dwg No.: L02 - Project No. 11-0107-24
SCATCLIFF+MILLER+MURRAY Inc.

METRIC

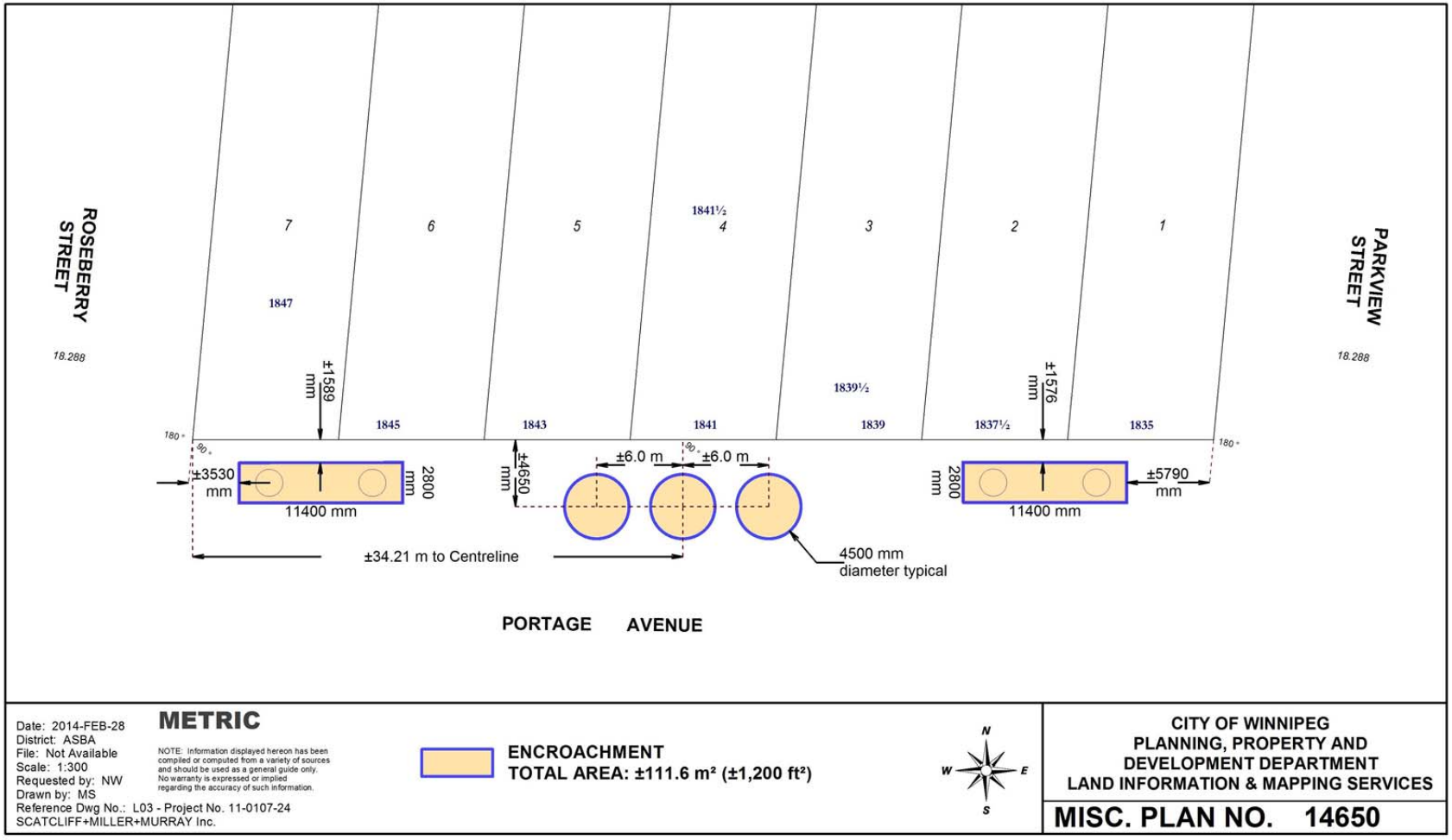
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ENCROACHMENT
TOTAL AREA: ±79.6 m² (±857 ft²)

N W E S

CITY OF WINNIPEG
PLANNING, PROPERTY AND DEVELOPMENT DEPARTMENT
LAND INFORMATION & MAPPING SERVICES

MISC. PLAN NO. 14649



Date: 2014-FEB-28
District: ASBA
File: Not Available
Scale: 1:300
Requested by: NW
Drawn by: MS
Reference Dwg No.: L03 - Project No. 11-0107-24
SCATCLIFF+MILLER+MURRAY Inc.

METRIC

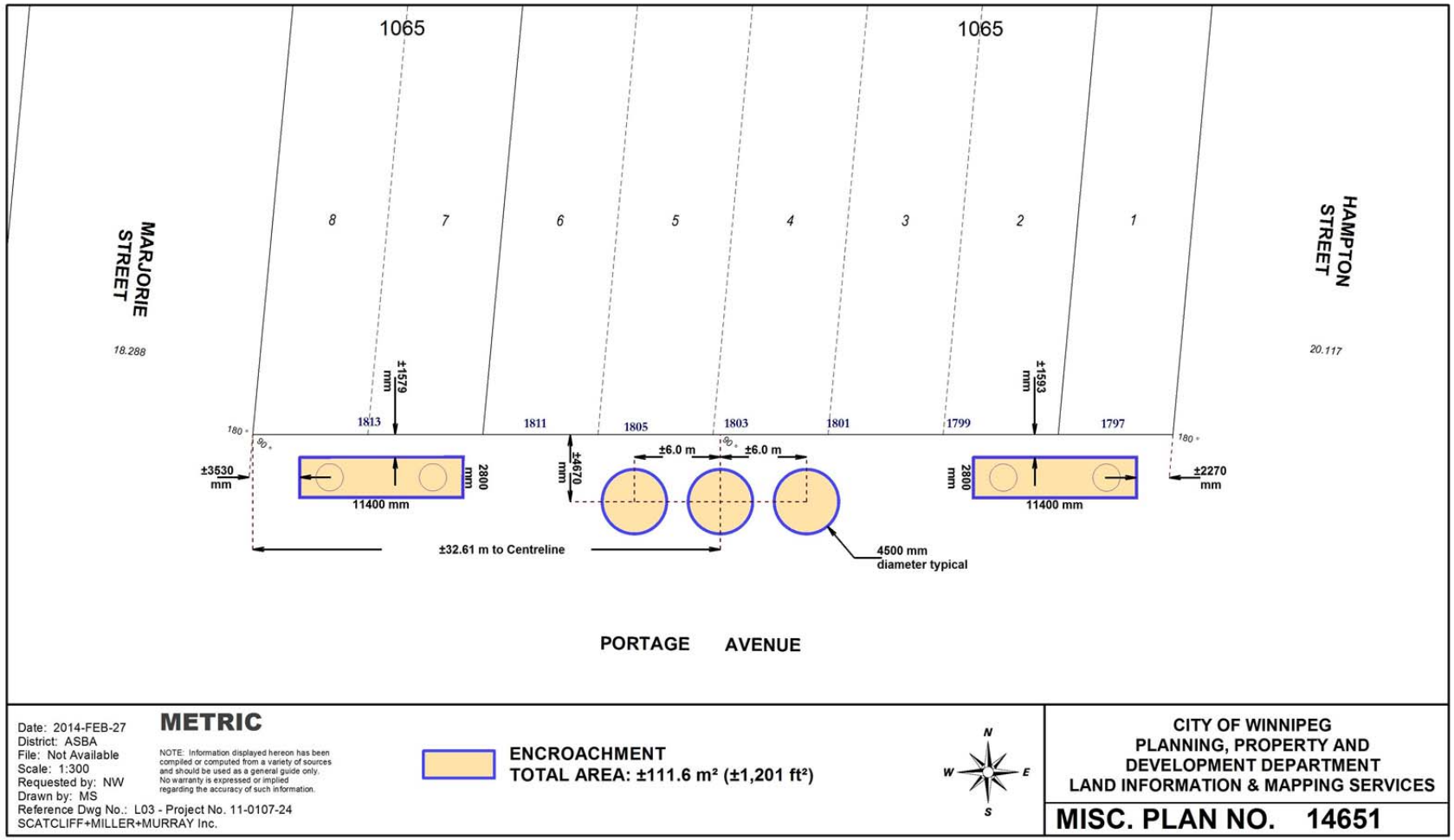
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ENCROACHMENT
TOTAL AREA: ±111.6 m² (±1,200 ft²)

N W E S

CITY OF WINNIPEG
PLANNING, PROPERTY AND DEVELOPMENT DEPARTMENT
LAND INFORMATION & MAPPING SERVICES

MISC. PLAN NO. 14650



Date: 2014-FEB-27
District: ASBA
File: Not Available
Scale: 1:300
Requested by: NW
Drawn by: MS
Reference Dwg No.: L03 - Project No. 11-0107-24
SCATCLIFF+MILLER+MURRAY Inc.

METRIC

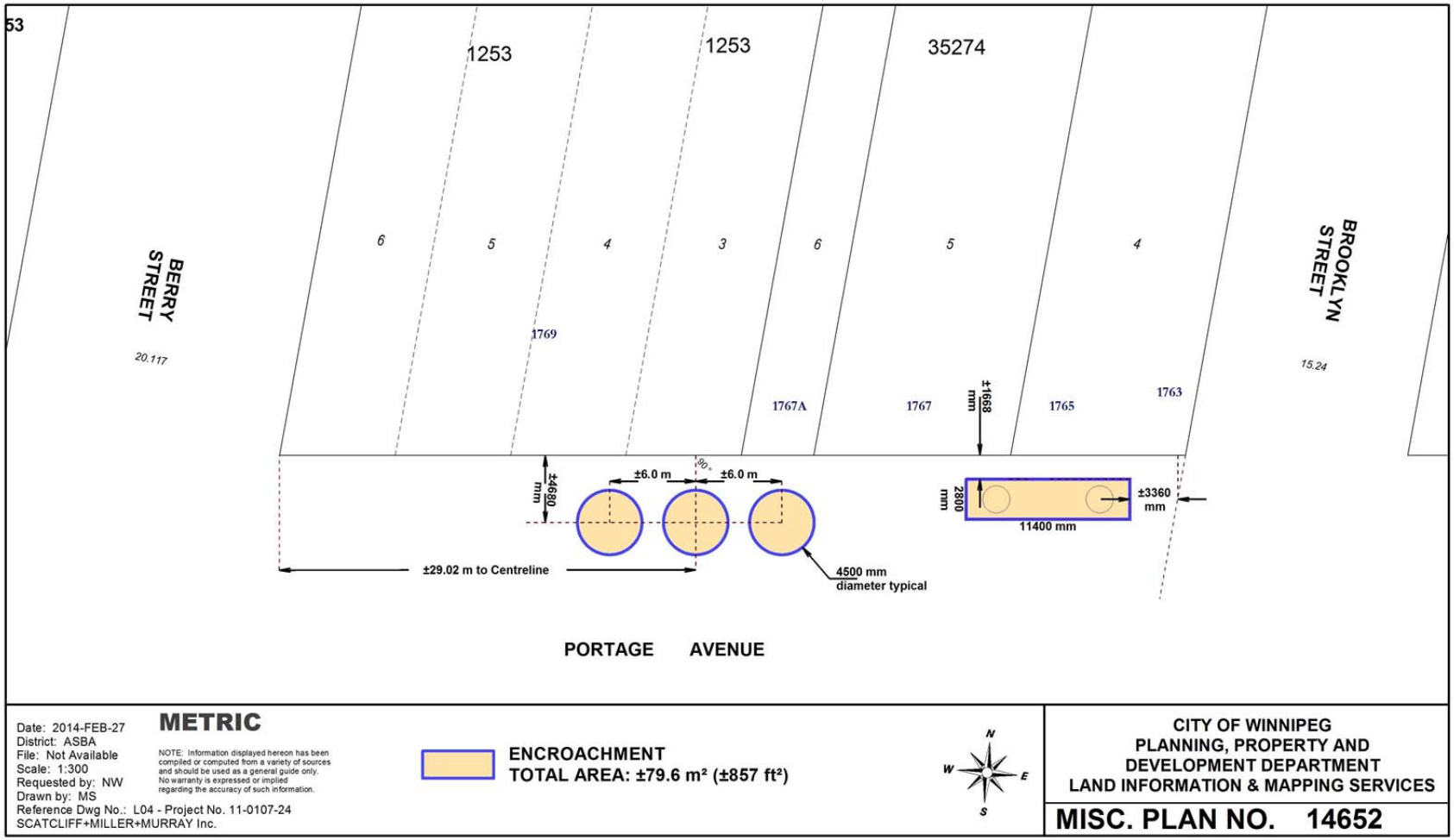
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ENCROACHMENT
TOTAL AREA: ±111.6 m² (±1,201 ft²)

N W E S

CITY OF WINNIPEG
PLANNING, PROPERTY AND DEVELOPMENT DEPARTMENT
LAND INFORMATION & MAPPING SERVICES

MISC. PLAN NO. 14651



Date: 2014-FEB-27
District: ASBA
File: Not Available
Scale: 1:300
Requested by: NW
Drawn by: MS
Reference Dwg No.: L04 - Project No. 11-0107-24
SCATCLIFF+MILLER+MURRAY Inc.

METRIC

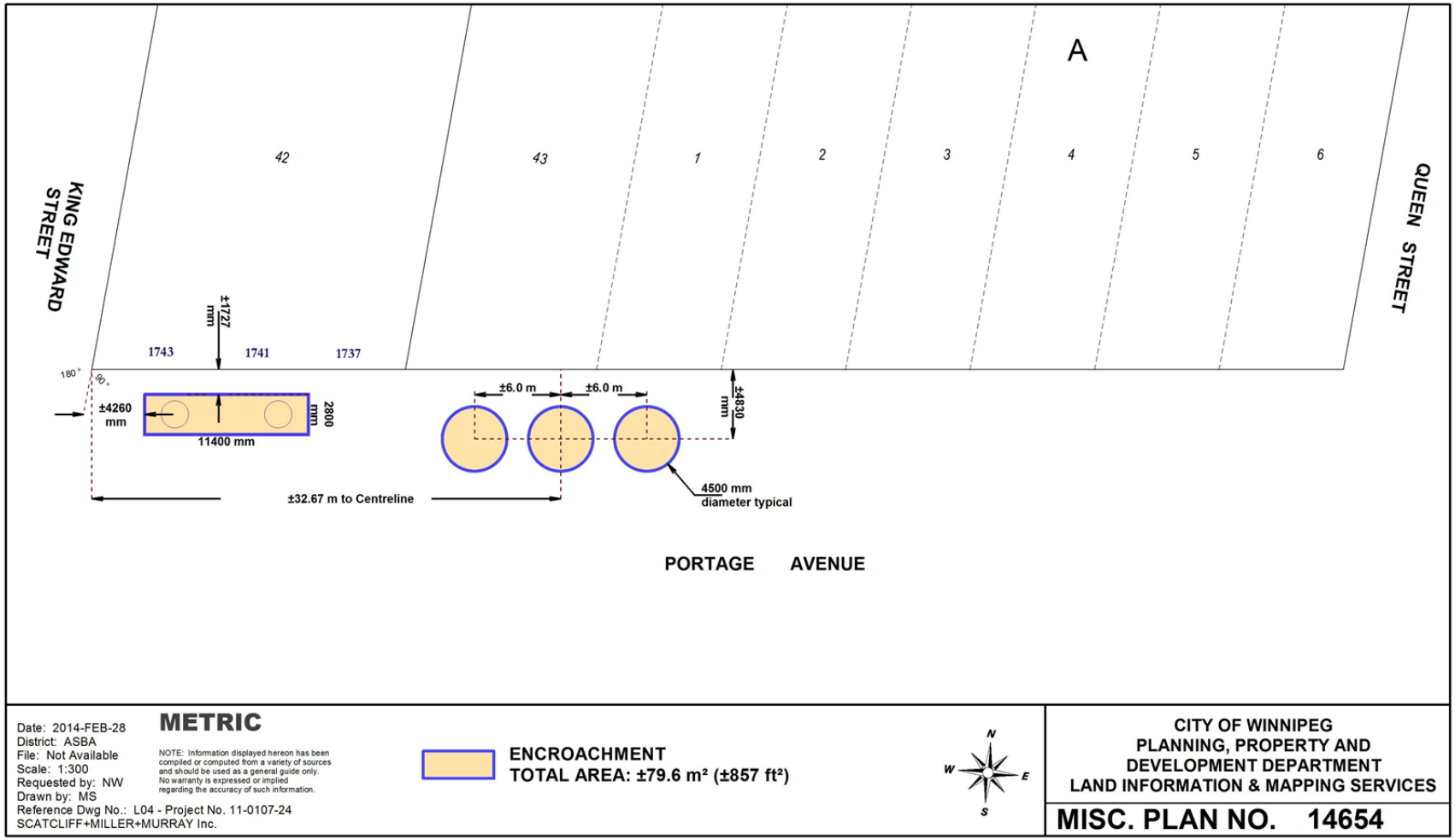
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ENCROACHMENT
TOTAL AREA: ±79.6 m² (±857 ft²)

N W E S

CITY OF WINNIPEG
PLANNING, PROPERTY AND DEVELOPMENT DEPARTMENT
LAND INFORMATION & MAPPING SERVICES

MISC. PLAN NO. 14652



Date: 2014-FEB-28
District: ASBA
File: Not Available
Scale: 1:300
Requested by: NW
Drawn by: MS
Reference Dwg No.: L04 - Project No. 11-0107-24
SCATCLIFF+MILLER+MURRAY Inc.

METRIC

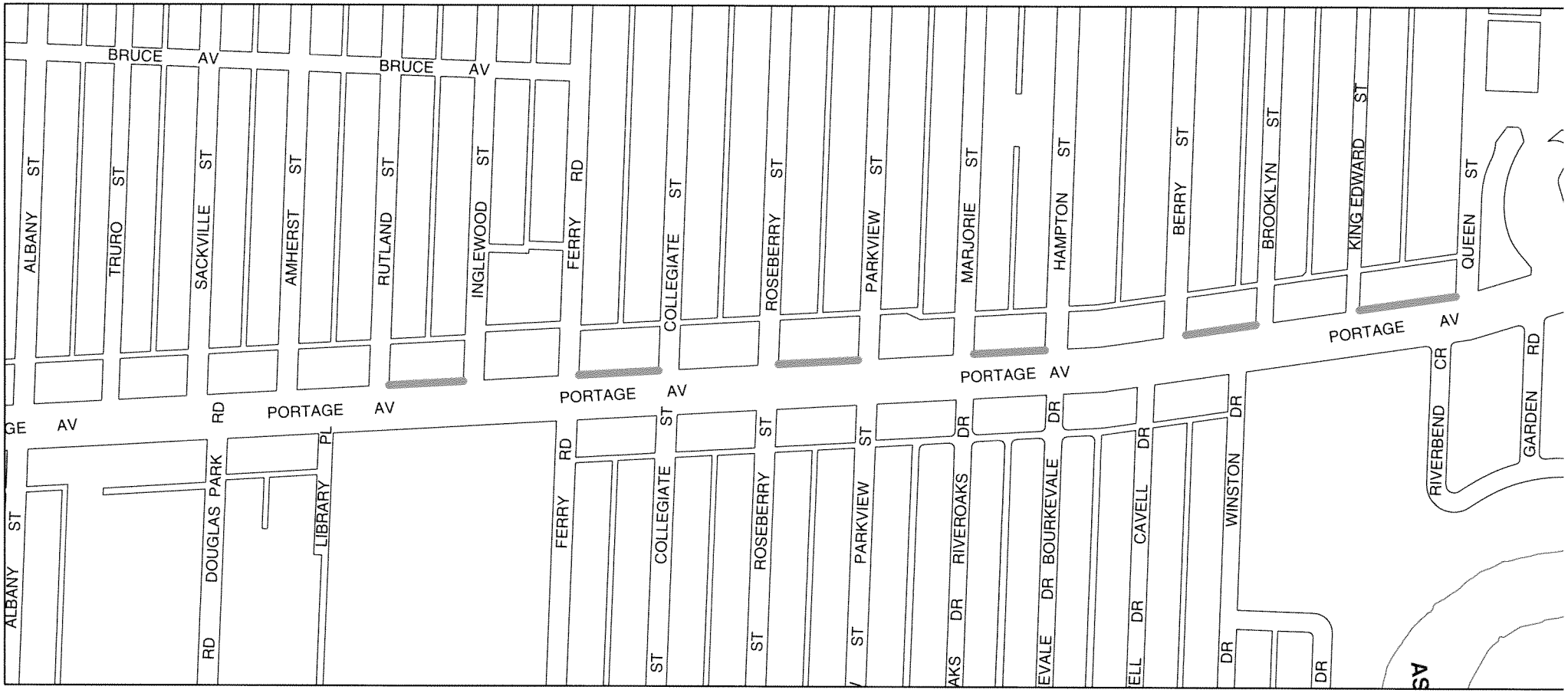
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ENCROACHMENT
TOTAL AREA: ±79.6 m² (±857 ft²)

N W E S

CITY OF WINNIPEG
PLANNING, PROPERTY AND DEVELOPMENT DEPARTMENT
LAND INFORMATION & MAPPING SERVICES

MISC. PLAN NO. 14654



Date: 2014-JUNE-4 District: ASBA
File: Not Available Scale: 1:4000
Requested by: NW Drawn by: MJ
Reference Dwg No's.: L01, L02, L03, L04, L05
Living Canopy Streetscape Project No. 11-0107-24
St. James Biz by Scatcliff+Miller+Murray Inc.

METRIC

NOTE: Information displayed hereon has been compiled or computed from a variety of sources and should be used as a general guide only. No warranty is expressed or implied regarding the accuracy of such information.

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