Appendix A - Letter of Understanding

Winnipeg

Water and Waste Department • Service des eaux et des déchets

March 5, 2018

Our File No.: 020-06-02-07-00

Northgate Trailer Park Ltd.
C/O Guido Cerasani
2731 Main Street
Winnipeg, Manitoba R2V 4S9

Attention: Guido Cerasani

Dear Mr. Cerasani:

RE: FLOOD PROTECTION, LAND DRAINAGE AND ASSOCIATED WORKS 2695 MAIN STREET

The purpose of this letter is to outline and document the mutual understanding of certain matters by Northgate Trailer Park Ltd. ("NGTP"), a corporation duly registered to carry on business in Manitoba, and The City of Winnipeg ("City").

NGTP is the registered owner of the following land in the City of Winnipeg, in Manitoba:

ALL THAT PORTION OF THE S ½ OF RL 35 OF THE PARISH OF KILDONAN WHICH LIES TO THE EAST OF THE EASTERN LIMIT OF MAIN HIGHWAY, PLAN 545 WLTO

(Title Number 2897957/1)

which land has a street address of 2695 Main Street and is shown shaded and identified as "Owner: Northgate Trailer Park Ltd." on Miscellaneous Plan No. 15293/2 (attached to this letter as **Schedule "A"**) ("Land").

NGTP wishes to develop the Land by constructing on-site underground and surface infrastructure to support additional mobile home park land use. NGTP and the City have determined that developing the Land in this manner would require:

- the construction of a primary dike and associated works for flood protection of the Land and adjacent lands;
- the construction and installation of land drainage sewer or appurtenances thereto and associated works, for portions of the land drainage system, to coordinate with flood protection provided by the primary dike extension;
- the abandonment or removal of land drainage sewer or appurtenances thereto and associated works, for portions of the land drainage system, to coordinate with flood protection provided by the primary dike extension;

("FP & LDS Works").

NGTP and the City agree with each other as follows:

1. Notwithstanding the wording used in this letter, neither this letter as a whole nor any of its parts taken separately are, or have ever been, intended to be a contract and no contractual obligations are incurred by either party as a result of the existence of this letter.

2. The City will permit NGTP to, at NGTP's sole expense and at no cost to the City, undertake the FP & LDS Works, subject to NGTP entering into:

   (a) subject to Council approval, an Agreement for Services with the City containing the terms and conditions outlined in this letter; and such other terms and conditions deemed necessary by the City Solicitor/Director of Legal Services to protect the interests of the City;

   (b) a Temporary Construction Easement Agreement with the City for obtaining a temporary easement over, upon and under a portion of the adjacent City-owned park land for the purposes of constructing the FP & LDS Works;

      i. the Temporary Construction Easement Agreement is subject to approval by Council, or its delegated authority, for the City; and

      ii. the Temporary Construction Easement Agreement will contain such terms and conditions deemed necessary by the City Solicitor/Director of Legal Services to protect the interests of the City.

   (c) an Easement Agreement in favour of the City for the right and easement to enter upon and use the Land and 2731 Main Street and the right for the City to do all things necessary thereon to install, construct, maintain, inspect, restore, repair, grade, alter height and width, replace and/or remove the primary dike, all to the satisfaction of the City;

      i. a Plan of Easement, prepared for NGTP at NGTP's sole expense and at no cost to the City, will need to accompany this Easement Agreement if the easement does not apply to all of the Land and 2731 Main Street;

      ii. the Easement Agreement must be registered against the Land and 2731 Main Street, at no expense to the City, prior to issuance of any development or building permit;

      iii. the Easement Agreement is subject to approval by Council, or its delegated authority, for the City; and

      iv. the Easement Agreement will contain such terms and conditions deemed necessary by the City Solicitor/Director of Legal Services to protect the interests of the City.

   (d) an Easement Agreement in favour of the City over and upon a portion of the Land and 2731 Main Street for a potential, future path along the primary dike alignment, all to the satisfaction of the City;

i. a Plan of Easement, prepared for NGTP at NGTP's sole expense and at no cost to the City, will need to accompany this Easement Agreement if the easement does not apply to all of the Land and 2731 Main Street;

ii. the Easement Agreement must be registered against the Land and 2731 Main Street, at no expense to the City's release of any letters of credit provided by NGTP to the City for NGTP's obligations in the Agreement for Services;

iii. the Easement Agreement is subject to approval by Council, or its delegated authority, for the City; and

iv. the Easement Agreement will contain such terms and conditions deemed necessary by the City Solicitor/Director of Legal Services to protect the interests of the City.

(e) an Easement Agreement in favour of the City over and upon a portion of the Land for municipal services and/or works (to be determined in the design report referenced in paragraph 7(a) provided for in the Agreement for Services) to enable the City to access the Land to service, repair and maintain such municipal services and/or works, all to the satisfaction of the City;

i. a Plan of Easement, prepared for NGTP at NGTP's sole expense and at no cost to the City, will need to accompany this Easement Agreement if the easement does not apply to all of the Land;

ii. the Easement Agreement must be registered against the Land, at no expense to the City's release of any letters of credit provided by NGTP to the City for NGTP's obligations in the Agreement for Services;

iii. the Easement Agreement is subject to approval by Council, or its delegated authority, for the City; and

iv. the Easement Agreement will contain such terms and conditions deemed necessary by the City Solicitor/Director of Legal Services to protect the interests of the City.

3. NGTP will, at its sole expense and at no cost to the City:

(a) retain the services of (a) qualified engineering consultant(s) for design and construction and landscaping supervision services for the various aspects of the FP & LDS Works ("Engineer");

(b) ensure that design of the top of the primary dike complies with pedestrian and cycling requirements to the satisfaction of the Director of Planning, Property and Development Department and the Director of the Public Works Department;

(c) arrange for disposal of storm water which may be cut off from its existing drainage course by the development or the new flood protection works; and

(d) pay any and all costs associated with the FP & LDS Works, including without limitation the cost of all engineering services.

4. The latest version of the following City documents:

(a) Standard Construction Specifications; and

(b) Water and Sewer Standards Manual

will apply to all materials supplied and all construction procedures related to NGTP's undertaking of the FP & LDS Works.

5. The Computer Assisted Drafting (CAD)-Geographic Information System (GIS) Standards will apply to the construction drawing preparation related to NGTP's undertaking of the FP & LDS Works.

6. The design and the construction of the primary dike shall be in accordance with the requirements of the Provincial Diking Commissioner and the Director of Water and Waste.

7. Prior to NGTP undertaking the FP & LDS Works, the NGTP will:

(a) submit a report, prepared by the Engineer, that:

(i) outlines the private and City land drainage related works required to ensure flood protection upon extension of the dike and accommodate drainage impacted by the extension of the dike; and

(ii) includes a construction plan for the FP & LDS Works,

(b) submit construction drawings:

(iii) for the FP & LDS Works within a legally opened right-of-way, to the City for the City's review and consideration for approval in accordance with the City's Underground Structures Approval process; and

(iv) for the FP & LDS Works on private or public land, to the Water and Waste Department for review and consideration for approval;

(c) provide the City with letters of credit, in dollar amounts determined by the City and in a form satisfactory to the City, as security to guarantee the performance of NGTP's obligations:

(v) in the Agreement for Services;

(vi) in the Temporary Construction Easement; and

(vii) under The Builders' Liens Act (Manitoba),

all to the satisfaction of the Directors of Water and Waste, Planning, Property and Development, and Public Works.

8. The Engineer will inspect the FP & LDS Works on behalf of the City while the FP & LDS Works are taking place.

9. The Engineer will, in a timely manner after the date of substantial completion of the FP & LDS Works which in any case must not exceed three months after that date, provide the City with record drawings of the FP & LDS Works.

Reviewed as to Business Terms (and concurrence provided electronically):

by N. Vujadin, D. Beaton & G. Jasper, P. Eng.
Planning, Property and Development

Reviewed as to Business Terms (and concurrence provided electronically):

by M. Gajda, P. Eng.
Water and Waste

Reviewed as to Business Terms (and concurrence provided electronically):

by J. Houldsworth
Public Works

Legally Reviewed and Certified as to Form:

for the City's Director of Legal Services and City Solicitor

Understood and Agreed by:

Northgate Trailer Park Ltd.

Witness *(signature)*:

Name *(print)*: WILSON PHILLIPS

Address (print): 473 HENDERSON HWY, WPG, MB R2K 2H7

Per *(signature)*:

Name *(print)*: GUIDO CERAGNI

Title *(print)*: PRESIDENT.

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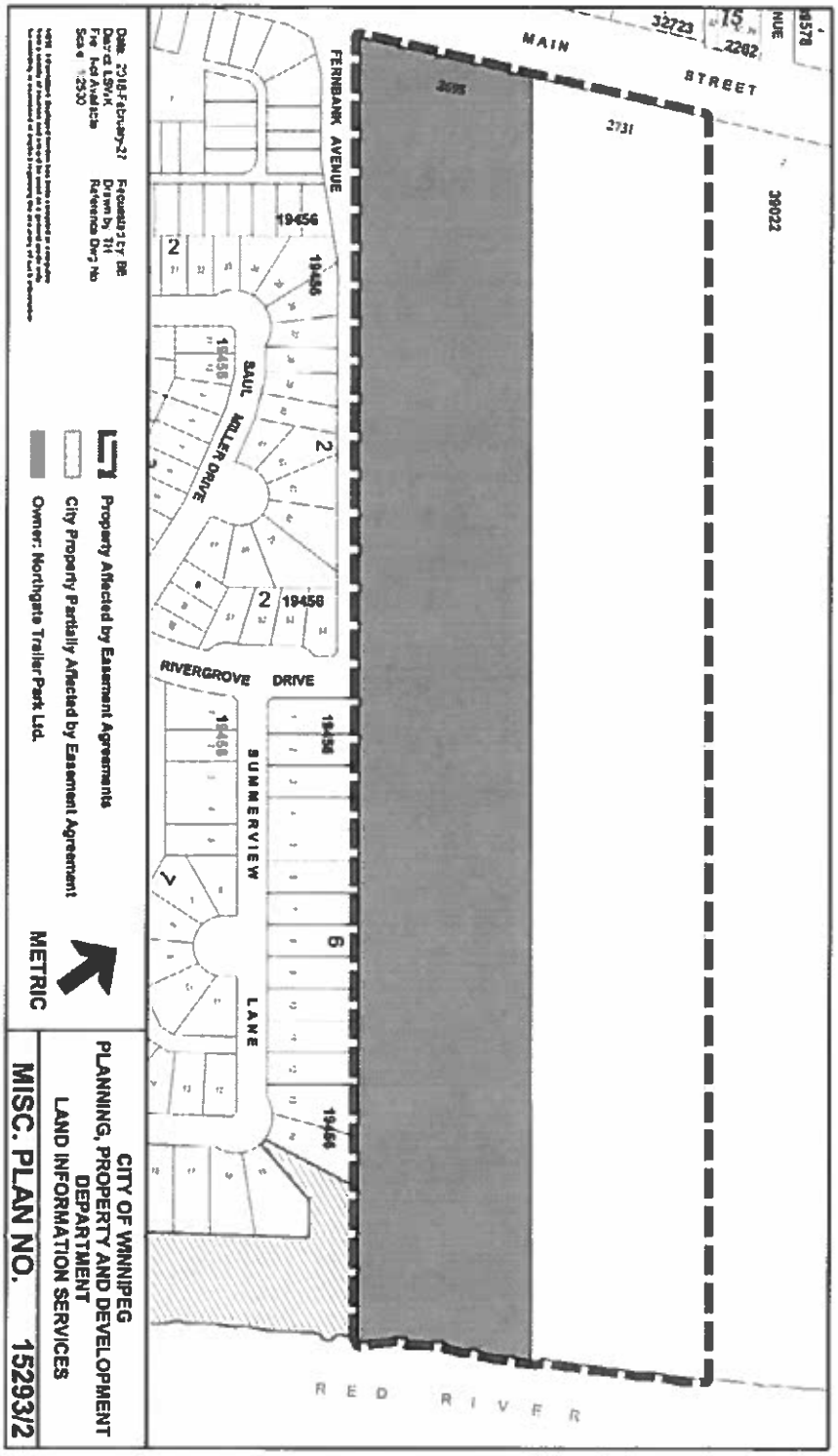
Schedule "A"


MAIN STREET
FERNBANK AVENUE
SAUL MILLER DRIVE
RIVERGROVE DRIVE
SUMMERVIEW LANE
RED RIVER
19456
2731
39022
32723
2202
Property Affected by Easement Agreements
City Property Partially Affected by Easement Agreement
Owner: Northgate Trailer Park Ltd.
METRIC
CITY OF WINNIPEG
PLANNING, PROPERTY AND DEVELOPMENT
DEPARTMENT
LAND INFORMATION SERVICES
MISC. PLAN NO. 15293/2