Schedule "A"

PROPOSED TERMS AND CONDITIONS
For Construction of Land Drainage Works for Development of 2140 Portage Avenue

WHEREAS 2140 Portage Avenue Ltd. (the "Developer") is the registered owner of land in the City of Winnipeg, in Manitoba, located at 2140 Portage Avenue as shown on the plan attached hereto as Schedule "B", and legally described as follows:

SP LOT 8 PLAN 35332 WLTO
IN RL 20 AND 21 PARISH OF ST JAMES

Title No. 3179594/1

(the "Land");

AND WHEREAS the Developer wishes to develop the Land by constructing a multi-family residential building;

AND WHEREAS The City of Winnipeg (the "City") and the Developer have agreed/determined that the above-mentioned development will require but not be limited to the construction and installation of:

- extension of the existing land drainage sewer on Portage Avenue westerly to approximately the intersection of Portage Avenue and Sharp Boulevard, and
- re-connection of the existing catch basin lead from the combined sewer in Portage Avenue to the new land drainage sewer.

all to the satisfaction of the Director of Water and Waste.

(hereinafter the "LD Works");

NOW THEREFORE the City will, subject to Council approval, permit the Developer to undertake the LD Works subject to the following terms and conditions:

1. The Developer shall, at its sole expense and at no cost whatsoever to the City, retain the services of a qualified municipal engineer for design services, construction supervision services, and as the project manager to coordinate the LD Works (the "Engineer").

2. The Developer shall pay any and all costs associated with the LD Works, including without limitation the cost of all engineering services.

3. The Developer shall maintain the LD Works in good operating condition for a period of one year from the date of Construction Completion, and any letter of credit posted by the Developer shall provide for all such guarantees and warranties of maintenance.

4. The latest version of the following City documents will apply to all materials supplied and all construction procedures related to the Developer's undertaking of the LD Works:

   (a) Standard Construction Specifications; and

(b) Water and Sewer Standards Manual

5. The Computer Assisted Drafting (CAD)-Geographic Information System (GIS) Standards will apply to the drawing preparation related to Developer's undertaking of the LD Works.

6. Prior to the Developer undertaking the LD Works, the Developer shall submit construction drawings to the City for review and approval in accordance with the City's Underground Structures Approval process.

   (a) The parties acknowledge that construction drawings for the LD Works have been submitted and approved through the Underground Structures Approval process.

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

8. The Developer shall provide the City with letters of credit, in dollar amounts determined by the Director of Water and Waste and in a form satisfactory to the City Solicitor, as security to guarantee the performance of the Developer's obligations:

   (a) in the Agreement for Services; and

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

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

9. The Developer shall ensure that the Engineer:

   (a) inspects the LD Works on behalf of the City while the LD Works are being installed;

   (b) provides the City with record drawings of the LD Works by March 31 of the year following the date of substantial completion of the LD Works; and

   (c) provides all other engineering consulting services related to the installation and acceptance of the LD Works.

10. The Developer shall release, indemnify and save harmless the City from and against all claims, demands, injuries, including death, actions, sums, liabilities, obligations, losses, or suits of any nature, whether at law or equity, arising from the development and LD Works at any time during the currency of the development or out of any matter or obligation of the Developer. Nothing shall extend this indemnity to any act or omission of the City.

11. The Developer shall enter into an Agreement for Services with the City embodying the foregoing Proposed Terms and Conditions and such other terms and conditions as the Director of Legal Services deems necessary and in a form satisfactory to the Director of Legal Services.

12. All terms and conditions contained herein are subject to Council approval and are not binding until such time as that approval is obtained.

2140 Portage Avenue Ltd. hereby agree(s) to enter into an Agreement for Services with The City of Winnipeg for undertaking the LD Works in accordance with the terms and conditions as outlined herein.

Per: _____

Name: Alyce Kupskay
Title: Director

I am authorized to bind the Corporation

September 28/22
Date

Please provide the following Developer contact information:

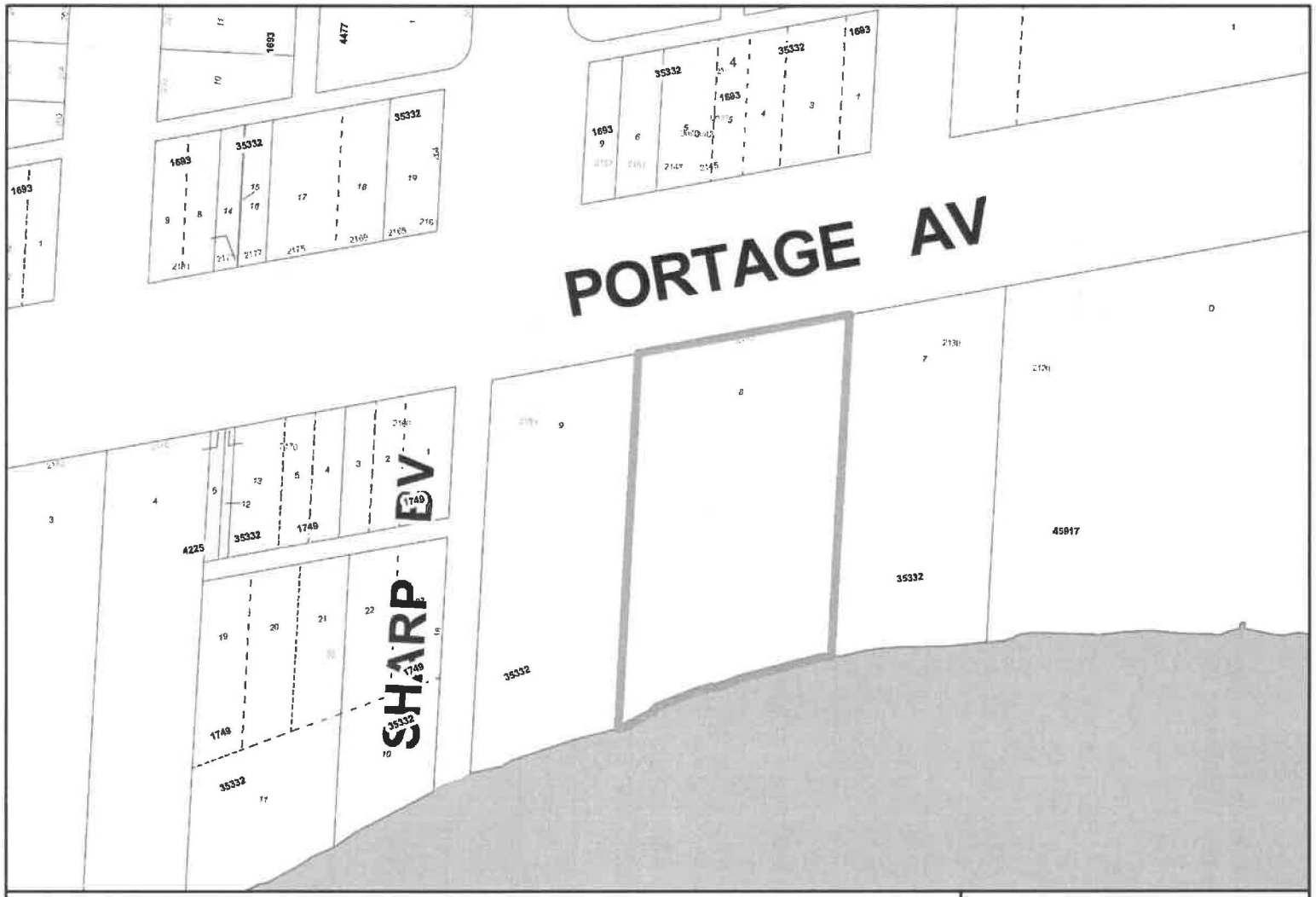
Contact Person: Nigel Furgus / Paragon Design Build.

Daytime: 204-691-9388 Phone No.:_____

After Hours: 204-995-5849 Phone No.:_____

E-mail Address: nfurgus@paragondesignbuild.com

Schedule "B"



Subject Land - 2140 Portage Avenue

Date: 2022-August-03
Drawn by: RP3
File : N/A
Scale : 1:1260

Note - this is for information only. There is no guarantee as to the accuracy or completeness of the data. For record drawing information, please contact Underground Structures Branch at 986-6401.

N W E S

CITY OF WINNIPEG
WATER AND WASTE DEPARTMENT

2140 Portage Avenue