Schedule "A"

PROPOSED TERMS AND CONDITIONS
For Construction of Wastewater Sewer for Development of 73 Macbell Road

WHEREAS Lorna May Winterburn and Fausto Pereira (the "Developers") are the registered owners of land in the City of Winnipeg, in Manitoba, located at 73 Macbell Road as shown on the plan attached hereto as Schedule "B", and legally described as follows:

PARCEL 7 PLAN 6163 WLTO
TOGETHER WITH A RIGHT OF WAY FOR ALL PURPOSES AS APPURTENANT TO SAID PARCEL 7, OVER AND UPON PARCELS 3,4, AND 5
IN RL 96 PARISH OF SAINT NORBERT

Title No. 3159754/1

(the "Land");

AND WHEREAS the Developers wish to develop the Land by constructing a single family dwelling;

AND WHEREAS The City of Winnipeg (the "City") and the Developers have agreed/determined that the above-mentioned development will require but not be limited to the construction and installation of a wastewater sewer and appurtenances thereto along the Macbell Road (hereinafter the "WWS Works").

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

1. The Developers 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 WWS Works (the "Engineer").

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

3. The City shall reimburse the Developers if/when third party lands are successfully subdivided and/or rezoned and when the City recovers the share of costs for the WWS Works from the benefitting third parties, as determined by the City and in accordance with the Development Agreement Parameters.

4. In the event that the City collects connection charges pursuant to the Sewer By-law from third parties who connect to the WWS Works, the City shall reimburse the Developers.

5. The Developers shall maintain the WWS Works in good operating condition for a period of one year from the date of completion of construction, and any letter of credit posted by the Developers shall provide for all such guarantees and warranties of maintenance.

6. The latest version of the following City documents will apply to all materials supplied and all construction procedures related to the Developers' undertaking of the WWS Works:

   (a) Standard Construction Specifications; and

(b) Water and Sewer Standards Manual

7. The Computer Assisted Drafting (CAD)-Geographic Information System (GIS) Standards will apply to the drawing preparation related to Developers' undertaking of the WWS Works.

8. Prior to the Developers undertaking the WWS Works, the Developers 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 WWS Works have been submitted and approved through the Underground Structures Approval process.

9. The Developers 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.

10. The Developers 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 Developers' 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.

11. The Developers shall ensure that the Engineer:

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

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

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

12. The Developers 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 WWS Works at any time during the currency of the development or out of any matter or obligation of the Developers.

13. The Developers 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.

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

Lorna May Winterburn and Fausto Pereira hereby agree(s) to enter into an Agreement for Services and any easement agreements required by The City of Winnipeg for undertaking the WWS Works in accordance with the terms and conditions as outlined herein.

Per: _____
Name: Fausto Pereira

MARCH 03, 2023
Date

Per: _____
Name: Lorna May Winterburn

March 03, 2023
Date

Please provide the following Developers' contact information:

Contact Person:

Daytime: Fausto Pereira Phone No.: 204-953-1752 (ext. 1)

After Hours: Fausto Pereira Phone No.: 204-771-2277

E-mail Address: fausto@sherwooddevelopments.com