Schedule "A"

PROPOSED TERMS AND CONDITIONS
For Construction of Wastewater Sewer for Development of 1392 Henderson Highway

WHEREAS A2A Homes Limited (the "Developer") is the registered owner of land in the City of Winnipeg, in Manitoba, located at 1392 Henderson Highway as shown on the plan attached hereto as Schedule "B", and legally described as follows:

FIRSTLY: LOT 2 PLAN 7614 WLTO
EXC ROAD PLAN 29114 WLTO
IN RL 56 PARISH OF KILDONAN

SECONDLY: LOTS 34 TO 38, BOTH INCLUSIVE, BLOCK 4 PLAN 1741 WLTO
EXC OUT OF SAID LOT 34: PUBLIC LANE PLAN 9359 WLTO
IN RL 57 PARISH OF KILDONAN

THIRDLY: ALL THOSE PORTIONS OF RL 56 AND 57 PARISH OF KILDONAN TAKEN FOR A PUBLIC LANE IN BLOCK 4 PLAN 1741 WLTO AND OF SAID PUBLIC LANE ON PLAN 7614 WLTO CONTAINED WITHIN THE LIMITS OF PARCEL "A" PLAN 9359 WLTO EXC ALL MINES AND MINERALS

Affected Title Nos. 3036590/1, 3036591/1 & 3036605/1

(the "Land");

AND WHEREAS the Developer wishes to develop the Land by constructing a Daycare Centre;

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:

- upgrade of approximately 160 metres of the existing wastewater sewer on Appleton Street, and
- upgrade of approximately 235 metres of the existing wastewater sewer on Whellams Lane,

all to the satisfaction of the Director of Water and Waste (the "Director").

(hereinafter the "WWS Works");

NOW THEREFORE the City will, subject to Council approval, permit the Developer to undertake the WWS 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 WWS Works (the "Engineer"), approved by the Director.

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

3. The Developer will maintain the WWS Works in good operating condition to the satisfaction of the Director for a period of one year from the date of Total Performance, and any letter of credit posted by the Developer shall provide for all such guarantees and warranties of maintenance.

4. The Developer will ensure that all materials used and all construction procedures with respect to the Developer's undertaking of the WWS Works are in accordance with the latest version of the following City documents:

   (a) Standard Construction Specifications; and

   (b) Water and Sewer Standards Manual

5. The Developer agrees that all construction drawings and record drawings prepared with respect to the WWS Works will be in accordance with the Computer Assisted Drafting (CAD)-Geographic Information System (GIS) Standards.

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

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

8. Before beginning construction of the WWS Works, the Developer shall provide to the City a Letter of Credit in favour of the City 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 Developer's obligations:

   (a) in the Agreement for Services; and

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

   as determined by and 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 WWS Works on behalf of the City throughout construction of the WWS Works and while the WWS Works are being installed;

   (b) provides the City with record drawings of the WWS Works on or before March 31 of the year following the date of Substantial Performance; and

(c) provides all other engineering consulting services related to or required for the installation and acceptance by the City of the WWS 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 WWS Works at any time during the currency of the development or out of any matter or obligation of the Developer.

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.

A2A Homes Limited. 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: Ranjeev Kalia
Title: Director

I am authorized to bind the Corporation

26-11-2025
Date

Please provide the following Developer contact information:

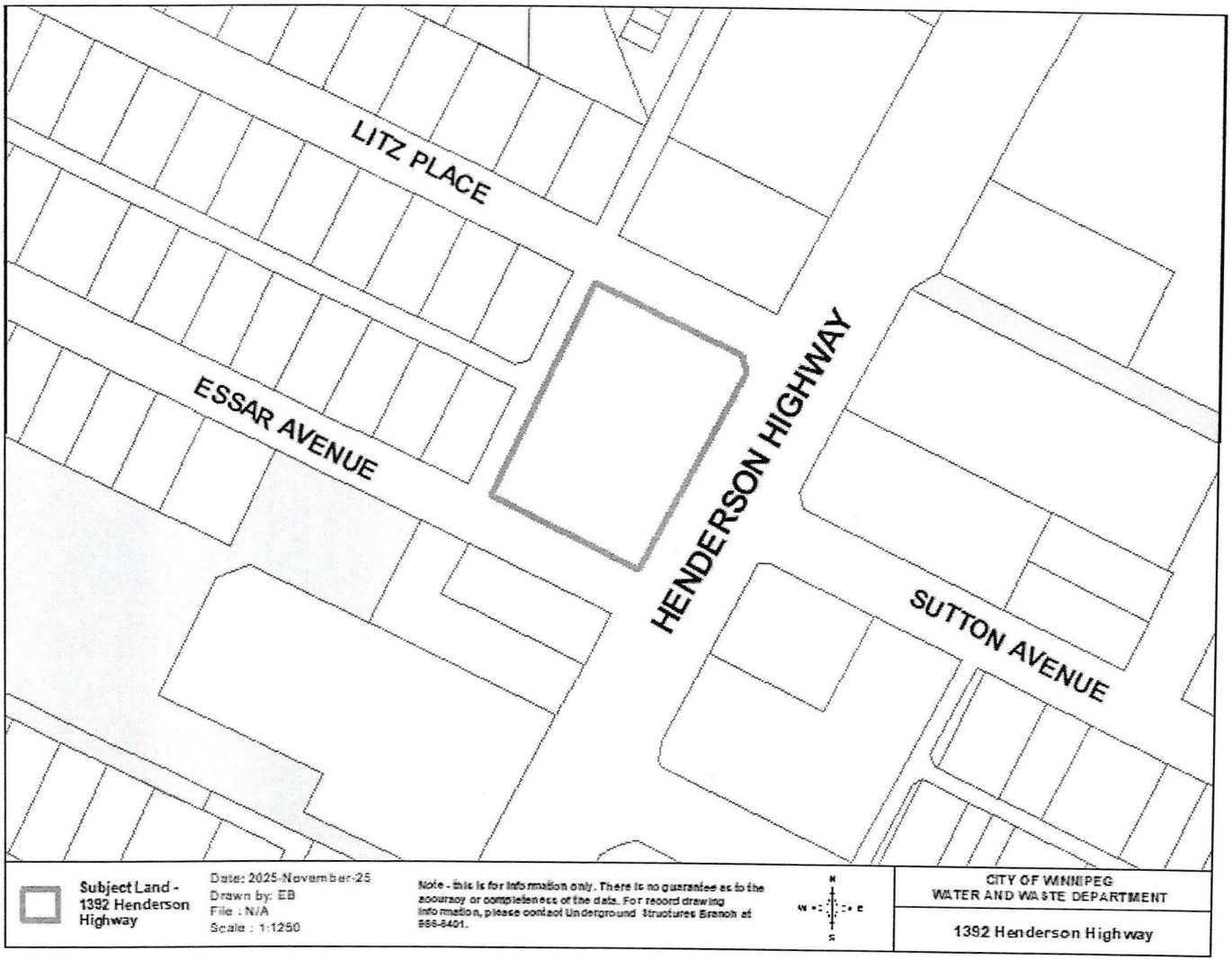
Contact Person:

Daytime: Ranjeev Kalia Phone No.: 2049898821

After Hours: " Phone No.: "

E-mail Address: rajiv_kalia2001@yahoo.com

Schedule "B"


LITZ PLACE
ESSAR AVENUE
HENDERSON HIGHWAY
SUTTON AVENUE
Subject Land - 1392 Henderson Highway
Date: 2025-November-25
Drawn by: EB
File : N/A
Scale : 1:1250
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 986-8401.
N
W
E
S
CITY OF WINNIPEG
WATER AND WASTE DEPARTMENT
1392 Henderson Highway