

**Schedule "A"**

**PROPOSED TERMS AND CONDITIONS  
For Construction of Wastewater Sewer for Development of 879 Isbister Street**

**WHEREAS** Unique Home Improvements & Reno Corp. (the "Developer") is the registered owner of land in the City of Winnipeg, in Manitoba, located at 879 Isbister Street as shown on the plan attached hereto as Schedule "B", and legally described as follows:

**LOTS 26, 27 AND THE S ½ OF LOT 28  
BLOCK 4 PLAN 1687 WLTO  
IN RL 96 PARISH OF ST CHARLES**

Title No. 3369438/1

(the "Land");

**AND WHEREAS** the Developer wishes to develop the Land by constructing a 2-storey multi-family dwelling with 4 units;

**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 approximately 25 metres of land drainage sewer on Isbister Street,  
all to the satisfaction of the Director of Water and Waste (the "Director").  
  
(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"), approved by the Director.
2. The Developer shall pay for any and all costs associated with the LD Works, including without limitation the cost of all engineering services.
3. The Developer will maintain the LD 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 LD 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 LD Works will be in accordance with the Computer Assisted Drafting (CAD)-Geographic Information System (GIS) Standards.
- 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.
- 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 LD 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 LD Works on behalf of the City throughout construction of the LD Works and while the LD Works are being installed;
  - (b) provides the City with record drawings of the LD 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 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.
- 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.

**Unique Home Improvements & Reno Corp.** hereby agree(s) to enter into an Agreement for Services and any easement agreements required by The City of Winnipeg for undertaking the LD Works in accordance with the terms and conditions as outlined herein.

Per: Nishkam Virdi  
Name: Nishkam Virdi  
Title: Director

I am authorized to bind the Corporation

April 13, 2026

**Date**

Please provide the following Developer contact information:

Contact Person:

Daytime: Nishkam Virdi

Phone No.: 204-990-4353

After Hours: Nishkam Virdi

Phone No.: 204-990-4353

E-mail Address: uniquehomes77@gmail.com

**Schedule "B"**

