

Dated this 14th Day of December 2007, A.D.

Between:

Rural Municipality of Alonsa

And

The Province of Manitoba

NARROWS NORTH SUBDIVISION

AGREEMENT

THIS AGREEMENT made in duplicate this 14th day of December, 2007 A.D.

BETWEEN:

The Rural Municipality of Alonsa
(Hereinafter referred to as, "the RM")

AND

Her Majesty the Queen in Right of Manitoba
(Hereinafter referred to as, "the Crown")

WITNESSETH THAT:

WHEREAS the lands affected by this Agreement are situated within the boundaries of the RM as described in Schedule "A" and shown outlined on a plan attached as Schedule "B" (hereinafter called the "Planned Area");

AND WHEREAS the Crown is the owner of the Planned Area;

AND WHEREAS the Crown desires to develop a subdivision and sell the lots in the Planned Area under its Cottage Subdivision Program;

AND WHEREAS the Crown and RM wish to work cooperatively in development of the Planned Area;

AND WHEREAS the Crown and the RM have agreed to minimum standards of design to provide a desired level of amenity and environmental quality;

AND WHEREAS the RM has provided a Council Resolution supporting development of the Planned Area;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, and of the covenants and Agreements hereinafter set forth and contained, the parties hereto covenant and agree as follows:

1. DEFINITIONS

- a) Engineer shall mean a firm of Engineering Consultants, or duly authorized representative(s) of such firm, or any qualified Engineer or Engineering Consultant hired by the Crown;
- b) Maintain shall mean, with reference to the streets and roads:
 - i. Repair failed sections of roadways;
 - ii. Repair settlements which cause ponding or unsafe conditions for either vehicles or pedestrians;
- c) Maintain shall mean with reference to the drainage swales and ditches;
 - i. Cleaning and rectifying and deposits which would obstruct the flow channel or impede the drainage pattern;
 - ii. Repair or replace blocked, damaged or failed culverts;
 - iii. Re-grade any drainage lines that are impeded with fill, debris or foreign materials deposited by others including sub-contractors, utility construction or house builders.
- d) Maintain shall mean with reference to lot grade posts;
 - 1. Repair or replace all lot grade posts where the posts have been disturbed, moved, covered or mutilated in any way, or destroyed.
- e) Planned Area means the land described in Schedule "A" and Schedule "B" attached
- f) Structure shall mean all permanent construction and works built within the Planned Area including buildings drainage works, culverts, bridges, roads, pavements and all municipal services set out in this Agreement, but not including temporary structures affected by the Developer in the process of construction and marketing of the Planned Area.

2. CONTRACT DOCUMENTS

This Agreement shall consist of the following:

- a) This Agreement

- b) Schedule "A" - Legal description of the Planned Area;
- c) Schedule "B" - A Plan outlining the Planned Area;
- d) Schedule "C" - Drainage Plan
- e) Schedule "D" - Road and Ditch Specifications
- f) Schedule "E" - Culvert Specifications and Private Crossings (Lanes)
- g) Schedule "F" - Agreement with the R.M. of Siglunes - Lagoon Usage
- h) Schedule "G" - Street Signs and Traffic Control Sign Specifications
- i) Schedule "H" - any other plans or specifications and other documents which may be prepared in connection with the development of the Planned Area as provided for in this Agreement, if any;
- j) Any written variation, amendment or addition of/or to this Agreement or any of the Schedules signed by the Crown and the RM pursuant to and in accordance with authority delegated by the RM of all which are and shall be binding upon the parties hereto as fully and to the same extent as if set out herein.

3. PLAN OF SUBDIVISION

- a) The Crown shall, at its own cost and expense, take all proceedings required to prepare and secure approval and registration of a Plan of Subdivision.
- b) The Crown shall provide the RM with a copy of the Plan of Subdivision for its approval prior to submission of the Plan to Land Titles Office for registration if there are changes substantively different from the plan shown in Schedule "B";
- c) The RM acknowledges that the Plan of Subdivision may be registered at Land Titles Office by the Crown without RM approval of the plan mylars.

4. ENGINEERING SERVICES

The Crown covenants and agrees to have prepared, at its own expense, by an Engineer, all specifications and drawings for the Development, and attached hereto as Schedule "H". A representative of the RM may be on site on a regular basis to oversee the work which is being performed and to conduct inspections as deemed necessary.

5. SURVEY MONUMENTS

The Crown shall pay the full cost of installing and maintaining all survey Monuments within the Planned Area, to the satisfaction of the Engineer and the RM, and in

cases where the survey monuments have been disturbed, moved, covered or mutilated in any way, or destroyed, the Crown shall cause the monuments to be replaced at their expense by a Manitoba Land Surveyor, to the satisfaction of the Engineer and the RM.

6. CROWN RESERVE

The Crown covenants and agrees to designate as Crown Reserve the required amount of shoreline reserve to comply with the policies of the development plan and other public reserve lands as may be required to provide access to the proposed lot lines.

7. INSTALLATION OF NEW MUNICIPAL SERVICES

The Crown undertakes, at its own expense, the construction and completion of the following Structures in the Planned Area in accordance with this Agreement and the plans or specifications attached:

- a) **Land Drainage Ditches** In accordance with the plans and specifications supplied by the Engineer and at the Crowns' expense, the Crown agrees to develop a drainage plan (the "Drainage Plan") necessary to adequately drain the subdivision and the adjacent area, including surface drainage. See Schedule "C".
- b) **Approaches and Culverts** The Crown shall install approaches (private crossings), and culverts into each lot development meeting the specifications of the Engineer as required for each lot within the subdivision. See Schedule "E".
- c) **Hydro and Telephone Pre-Service** The Crown shall pre-service the subdivision with hydro and telephone service. Lot owners will be responsible for making arrangements with the utility companies and all costs associated with connection to their residences and removal of any hazard tree that may be identified by Manitoba Hydro. The Crown agrees notify lot owners within the Planned Area that an annual levy will be set as a Special Services Fee per a by-law of the RM to pay for street lighting installation and operation costs.
- d) **Construction of Roads** The Crown covenants and agrees to construct, install and complete, in a workmanlike manner and at their own expense, all

road grades and appropriate surfaces on each side in accordance with the specifications and drawings as prepared by the Engineer. See Schedule "D".

- e) **Boat Launch** The Crown shall construct a boat launch within the Planned Area.
- f) **Street Signs** All street signs and traffic control signs shall be installed, at no cost to the RM, by the Crown. The RM may, subject to agreement by the Crown, make the necessary installations of street and traffic signs and the Crown agrees to pay the RM the full cost of the purchase and installation of said signs. See Schedule "G".
- g) **Street Names** The name of any street, avenue, bay, crescent, road, drive or other Public Thoroughfare within the Planned Area shall be approved by the RM.
- h) **Sewage Disposal Facilities** The RM agrees to provide facilities within its municipality or through an agreement with another municipality, for accepting all sewage from each lot's sewage holding tanks.
- i) **Adjacent Agricultural Lands** The Crown agrees to make arrangements with the adjacent agricultural lessee regarding fencing and replacement of grazing lands.

8. **INSTALLATION OF LOT SERVICES**

It shall be the obligation of each lot owner at his or her own expense, for the construction and completion of the following lot services in the Planned Area:

- a) **Potable Water Supply** Each lot owner, at the lot owner's expense, shall be responsible for his or her own potable water supply, which may include installation of a well to supply said lot with a supply of potable water in accordance with the requirements of the Province of Manitoba and the R.M.
- b) **Sewage Holding Tanks** Each lot owner, at the lot owner's expense, shall be required to install a sewage holding tank in accordance with the requirements of the Province of Manitoba and the R.M.

9. **BUILDERS LIENS ACT, WORKERS COMPENSATION ACT, THE WORKPLACE HEALTH AND SAFETY ACT**

The Crown shall, and does hereby agree to, indemnify and save the RM harmless from and against all loss, claims, costs (including court costs), expenses and professional fees paid or incurred by the RM arising out of or related to any duty or obligations imposed on the RM by The Builders Liens Act, The Workers Compensation Act and The Workplace Health and Safety Act or any successor legislation including amendments thereto, in respect of any work carried out by or on behalf of the Crown pursuant to this Agreement, or any work carried out by or on behalf of the Crown within the Planned Area.

10. OWNERSHIP OF MUNICIPAL SERVICES

- a) All Structures required to be installed by the Crown pursuant to this Agreement shall be installed by the Crown at its sole cost and expense.
- b) Upon registration of the Plan of Subdivision administration and control of all Public Roads, Public Reserves and Public Walkways created by the Plan of Subdivision shall be vested in the RM in accordance with *The Municipal Act*, but the titles to the Public Roads and Public Walkway shall remain in the name of the Crown.
- c) Upon completion of the construction and installation of drainage structures, roads, signs, and other Structures provided for in the Agreement, and effective the date of a Final Completion Council Resolution issuing, the Crown shall have no further responsibilities, liabilities, claims or rights thereto other than such claims or rights as accrues to the Crown as owner of the lands designated as Crown Reserves, Public Walkways, and Public Roads.
- d) The Boat Launch shall remain in the name of the Crown.

11. CONTROLS OVER INSTALLATION OF MUNICIPAL SERVICES

- a) The Crown shall not proceed with the installation of any of the Structures within the Planned Area until approved by the RM, acting reasonably.
- b) The Crown shall permit the RM or representative thereof to enter the Planned Area at any time for the purpose of inspecting or implementing the provisions of this Agreement.

12. MAINTENANCE

The Crown agrees to maintain, at its own expense, all of the Structures together with any other installations which have been installed pursuant to this Agreement.

Such maintenance shall continue from the date of installation of such Structure until a Road Construction Completion Council Resolution has been issued.

Prior to issuance of the Road Construction Completion Resolution, the Crown shall only maintain any access roads in the area to its own satisfaction, and the RM shall not be responsible for any maintenance thereof, however, should any party commence construction of a home in the Planned Area prior to issuance of a Road Construction Completion Resolution, then it shall be the responsibility of the Crown to provide road access to said lot in a usable and passable condition.

Either before or after the issuance of a Construction Completion Resolution, the RM will provide snow removal for the purposes of providing access only to any home which is occupied or under construction in the Planned Area (however, snowplowing of private laneways will not be provided by the RM). All other snow removal, which may be required by the Crown shall be the sole cost and expense of the Crown.

13. FLOOD PROTECTION WORKS

Due to the nature of the flood risk, and requirement for flood proofing of structures, permanent surveyed elevation benchmarks must be provided along the length of the shore road, and shall be the sole cost and expense of the Crown.

Road Access, habitable structures and well and septic systems must be flood proofed to the elevation of 816.5 feet.

14. AGRICULTURAL ODOURS/NOISES

The Crown agrees to inform all lot owners within the Planned Area, that there are agricultural operations in the vicinity. This will be a Condition on the Sale Agreement and will be registered as a Caveat.

15. CONSTRUCTION COMPLETION AND FINAL ACCEPTANCE COUNCIL RESOLUTIONS

- a) Upon the completion of all Structures and the Crown performing all of its obligations required under this Agreement, except such work as specifically listed in the following paragraph, the Crown shall provide a Notice of Road Construction Completion to the RM and the RM shall cause such Structures to be inspected for compliance with plans, specifications and drawings. Within thirty days of the date of the Notice of Road Construction Completion,

if acceptable to the RM, acting reasonably, the RM shall cause a Road Construction Completion Council Resolution to be issued.

The RM agrees that the Road Construction Council Resolution may be issued prior to completion of the following Structures:

- b) Upon expiration of one year from the issuance of the Road Construction Completion Council Resolution, the RM shall cause all Structures to be subjected to a final inspection and provide the Crown with a Final Acceptance Council Resolution within thirty days of said expiration

16. GENERAL CONDITIONS

- a) The Crown undertakes to provide the RM with Five (5) working days notice prior to commencing any construction work in the Planned Area and to provide said notice forty-eight (48) hours prior to the recommencement of construction in the Planned Area if said construction work has been interrupted by a period of fourteen (14) days or longer.
- b) The RM shall be notified forty-eight (48) hours prior to the final inspection being conducted by the Crown's Engineer and the RM has a right to have a representative present at such final inspection.
- c) The Crown shall file a copy of all As Built Drawings with the RM for their review. Final As Built Drawings are to be forwarded to the RM with ultimate transfer of ownership and/or administration and control of Structures and lands.
- d) The RM may register a Caveat against the Planned Area evidencing this Agreement.
- e) The RM agrees to provide facilities within its municipality or through an agreement with another municipality, for accepting all sewage from each lot's sewage holding tanks in the Planned Area from a Certified Sewage Hauler.

16. BUILDING RESTRICTIONS

- a) Every lot sold in the Planned Area shall be made subject to a Condition of Sale Agreement and Caveat (provided by the Crown) giving notice of the provisions of this Agreement and, without limiting the extent of that notice, specifically advising of the following:

1. Minimum cottage size shall be no smaller than 480 square feet (20' x 24') and a building permit must be obtained from the Municipality;
2. No animals other than household pets normally permitted in private homes in urban residential areas shall be kept upon the lands in the Planned Area;
3. Snow removal will not be available except on a limited basis, as and when the RM's equipment is in the area and will consist of Snowplowing of the "Main Road" only, no snow will be hauled away by the RM, no snow is to be pushed across the "Main Road", and snowplowing of private lanes are the owner's responsibility;
4. Summer Maintenance will be done on a limited basis, as and when the RM's equipment is in the area and will consist of grading the "Main Road" only;

Items In The Crown's Sale Agreement are as follows:

- Excavation of lots
- Garbage Removal
- Burning of Garbage
- Cost of Septic Hauling & Tipping Fees

17. UNCOMPLETED AREAS

Until development has been completed within the Planned Area, the Crown shall at all times maintain in a presentable manner, to the satisfaction of the RM, all areas not yet completed. Such maintenance would include, but is not limited to, the cutting of grass, weeds and providing proper drainage for any water that may accumulate.

18. MISCELLANEOUS PROVISIONS

- a) This Agreement shall enure to the benefit of and be binding upon the parties hereto, their respective heirs, successors and assigns.
- b) Wherever the singular or masculine are used throughout this Agreement, the same shall be construed as meaning the plural or feminine or neutral, where the context or the parties hereto so requires and where necessary covenants shall be deemed to be several as well as joint and time shall be of the essence of this Agreement.

- c) The term of this Agreement shall be from the date of the signing hereof until the covenants of the Crown and RM shall have been performed.

IN WITNESS WHEREOF the RM of Alonsa has caused its Corporate Seal to be affixed hereto and attested by the proper officers, this 14th day of December, 2007.

The RM of Alonsa

Per: Reeve Stan Asham
Reeve

Originals are signed by :

Per: CAO Pamela Sul
Chief Administrative Officer

IN WITNESS WHEREOF Her Majesty the Queen in Right of Manitoba has caused its Seal to be affixed hereto and attested by the property officers in that behalf, this 14th day of December, 2007.

Her Majesty The Queen in Right of Manitoba

Per: _____
Minister of Conservation

SCHEDULE "D"

ROAD AND DITCH SPECIFICATIONS

1. THAT any roads be constructed by "Certified" Contractor.
2. Base to be of clay or gravel - road to be constructed 2 feet above Prairie Level with a 4 inch Crown.
3. Road Width - 24 foot top.
4. Ditch Slope to be 4 to 1.
5. Gravel Requirements - 600 yards of gravel per mile (1 1/4 inch minus).
6. Ward Councillor and Senior Public Works Employee of the Municipality to complete inspection of roads and ditches before gravelling.
7. Ward Councillor and Senior Public Works Employee of the Municipality to inspect road(s) after 600 yards of gravel applied to determine if more loads required (in low spots of road).

SCHEDULE "E"

CULVERT SPECIFICATIONS

According to Schedule "C", culvert specifications should be the following:

1. Culverts are to be a minimum of 18 inches by 40 feet in length.
2. Ward Councillor and Senior Public Works Employee of the Municipality to inspect the proposed site locations of the culverts on the newly built road(s) to determine if the length of the culverts should be longer or shorter than the set length of 40 feet.

PRIVATE CROSSINGS (LANES)

1. Private Crossings (Lanes) to each lot to be a minimum of 20 foot top width.
2. Culverts to private crossings (if required) are to be a minimum of 18 inches by 30 feet in length.



RURAL MUNICIPALITY OF SIGLUNES

38 Main Street, P.O. Box 370, Ashern, Manitoba, Canada R0C 0E0

Schedule "F"

May 25, 2006

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Pamela Sul
Chief Administrative Officer
R.M. of Alonsa
20 Railway Avenue
Box 127
Alonsa, Manitoba
R0H 0A0

Dear Pam,

At the May regular meeting of Council, it was discussed the proposal brought forth by the R.M. of Alonsa and MB Conservation regarding an agreement to utilize the lagoon in our municipality for septic trucks to haul sewage from holding tanks from the proposed developed areas for cottage lots located on the west shore of Lake Manitoba Narrows.

The R.M. of Siglunes at this time certainly can accommodate this request and at present have no tipping fees.

We look forward to working together with your municipality for any future developments.

Yours truly,

Lori Postlethwaite

Lori Postlethwaite, CMMA
Chief Administrative Officer

*check
handfile
hours.*

SCHEDULE "G"

STREET SIGNS AND TRAFFIC CONTROL SIGN SPECIFICATIONS

Street Name Signs

1. Must be White Lettering with Green Background.
2. Must come with a Side Mount Bracket per sign.

Traffic Control Signs

1. Stop Signs must be the Standard Size of 24 inches.

Signs Posts

1. All Sign Posts must be no less than 4" x 4" in size (14 feet in length).

9-1-1 Numbers for Cottages

1. Numbering must be no smaller than 4 inches in height, and will be the responsibility of the cottage lot owner to install in a visible location.

