

BETWEEN:

**3564437 Manitoba Ltd.
5343799 Manitoba Ltd, and
5080053 Manitoba Ltd.
Russell, Manitoba**

**OF THE FIRST PART
(Hereinafter called “the developers”)**

-and-

**THE RURAL MUNICIPALITY OF ROSSBURN
Box 100, Rossburn, Manitoba ROJ 1V0**

**OF THE SECOND PART
(Hereinafter called “municipality”)**

WHEREAS the developers are entitled to be the owner of that portion of the NW ¼ 24-20-24 WPM as shown on the plan of subdivision prepared by Balchen and Kulchycski Surveys and attached hereto as Schedule “A”, which development shall be referred to as “Sunset Point”.

AND WHEREAS the Developer is agreeable to entering into a development agreement with the Municipality on the terms and conditions hereinafter set out.

AND WHEREAS the developer plans to sell the lots to the general public and the purchaser of these lots shall be referred to in the agreement as the owner.

NOW THEREFORE in consideration of the premises and the mutual covenants herein contained, the parties agree as follows:

Preamble:

1. The preamble forms part of this agreement.

Subject to Laws:

2. Development of the said lots shall be subject to all applicable municipal, provincial and federal laws, including Farm Practices Protection Act and Regulations as shall from time to time be in force.

Zoning By-Law:

3. Without restricting the generality of the foregoing paragraph, development of the said lots shall be made in conformity with the Rural Municipality of Rossburn Zoning By-Law no. 1293, as amended from time or with any successor or like by-law.

Road Network and Drainage Network:

4. The developers shall, prior to transferring title to any of the lots:
 - a) Construct a road network as shown on Schedule “A”. All roads constructed shall be approved by the Municipality, and the roads shall be built according to the Municipal standards.
 - b) The Municipality will take over maintenance of the roads constructed.
 - c) Dust abatement may be available at the discretion of the Municipality.
 - d) Prior to any titles issuing, the developer shall provide a ditch and surface drainage plan with all ditch and roadway elevations for the subdivision as set out in Schedule “B” attached. The cost of the drainage system and maintenance of such system shall be paid by the developer, and shall be approved by the Municipality. The Municipality will accept responsibility for the maintenance of the drainage system.
 - e) Any construction on the lots shall not interfere with the drainage system.

Approaches:

5. The owner shall construct adequate approaches to access his/her lot within the subdivision, and where necessary install adequately sized culverts. Construction of approaches and installation of culverts will be done in consultation with municipal representative(s) and require municipal approval.

Sewage:

6. The owner of each lot shall install and dispose of all sewage on their lot to a sewage holding tank with a minimum capacity of 1500 gallons. The sewage disposal system shall meet all Provincial Environmental standards. The sewage shall be pumped as required by proper sewage disposal trucks and deposited in an approved Municipal Sewage Lagoon.

Utilities:

7.
 - a) The developer shall pay for and provide a proper well or wells and a water distribution system for year round use and shall construct the water system in accordance with Provincial standards and be subject to Provincial and Municipal approval.
 - b) On completion of the well the developers shall convey the land on which the well is situated to the R.M. of Rossburn. The R.M. of Rossburn shall thereafter be responsible for the maintenance and ensuring its continued compliance with regulations as to the supply of potable water.
 - c) The developer shall provide hydro but not telephone service to each lot at their cost.

Buildings:

8.
 - a) Within 3 years after purchasing a lot from the developer the owner shall construct a single family dwelling on the lot. All construction shall be in accordance with Provincial and Municipal codes using new materials and being no more than 2 stories high, and be a minimum 640 sq. feet. Single-family dwellings shall not include mobile homes, trailers or recreational vehicles. New RTM homes which meet the criteria are permitted.
 - b) The owner of each lot may construct at the cost of the owner accessory buildings on the subject lot in accordance with generally accepted building practices and applicable building codes provided that permanent cottage or home had been first constructed on the subject lot. All accessory buildings shall be constructed of new materials. In this paragraph "accessory buildings" mean permanent structures used in connection with a dwelling and include garages, sheds, gazebos and boat houses.
 - c) All building shall meet Municipal side yard requirements and building permits shall be required for all buildings on the lot.

General Maintenance:

9.
 - a) The owner of each lot shall be responsible for keeping the lot in a clean and tidy condition;
 - b) The owner of each lot shall be responsible to deliver all household garbage and other refuse to an approved landfill site;
 - c) The owner of each lot shall keep all buildings or structures on the lots well painted and in good repair;
 - d) The owner of each lot shall be responsible to keep the lots free of accumulations of waste, garbage and unused vehicles and equipment and at all times shall keep the lot of any improvements thereon clean and safe;
 - e) The owner of each lot shall be responsible to keep pets under control and within the boundaries of the lot and to refrain from permitting pets to disturb users of neighbouring lots;
 - f) The owner agrees to repair any sewage holding tank as required;
 - g) The owner of each lot shall refrain from unreasonably interfering with the use or enjoyment of neighbouring lots by lawful users thereof.

General Conditions:

10.

- a) The removal of healthy mature trees will only be allowed with approval of the municipality or its designated representative.
- b) The municipality of Rossburn is responsible for snow clearing within the development.
- c) The Municipality is not responsible for the construction of boat launches. Any construction of boat launches shall require Municipal approval and be built to Municipal specifications.
- d) Any person who purchases a lot in this development shall ensure vehicle parking is restricted to their lot or designated parking areas.
- e) The developer shall pay an infrastructure fee of \$13, 125.00 to the rural municipality within 10 days of the signing of this development agreement.

No Warranties:

11. The developers and owners acknowledge and agree that the municipality has made no representations or warranties in respect to the said lots or any present or future development near or adjacent thereto and the municipality shall not be obligated to do or omit to do anything in respect to some future condition affecting the said lots and, without limitation, the developers and owners acknowledge the following shall not be the basis for any demand, action, claim, suit or proceeding against the municipality for:

- a) any fluctuation of levels of waters of Rossman Lake, or the complete subsidence of such water or the flooding of the said lots by such waters;
- b) the presence in the water of Rossman Lake of bacteria, vegetation, sedimentary material, pollutants or deleterious conditions;
- c) the extraction of mines, minerals or gravel from the said lots or neighbouring land;
- d) the presence of migration of pollutants or deleterious materials in the subsurface of the said lots or in the ground water therein;
- e) the presence or absence of any type of flora or fauna on the said lots or in the waters of Rossman Lake;
- f) the presence of unpleasant or noxious odors or fumes.

Indemnity:

12.

- a) The developers covenant and agree to indemnify and save harmless the municipality from any action, suit, claim, demand, cost charge, expense or damage arising from or connected with any activity or thing done by the developers in compliance or purported compliance with their obligations hereunder.
- b) If the owner shall neglect or fail to comply with or adhere to any of the conditions contained in this agreement, the Municipality may give 30 days written notice to the owner to remedy the problem, or bring the non-compliance into compliance, and if the owner shall fail to correct the item in default or rectify the non-compliance, the Municipality may thereupon be entitled to cure that default or correct the non-compliance or take whatever other remedies it the Municipality may have. The owner acknowledge that any such work done by the Municipality shall be deemed to be "private works" as defined by the Municipal Act, as amended from time to time, and is hereby stopped from disputing that such work is included in the definition of "private works" as foresaid. The Municipality shall be entitled in the event that it incurs costs with respect to any work done hereunder to add to those costs to the owner's taxes and to collect the same pursuant to the Provisions of the Municipal Act.
- c) The covenants herein contained to be performed by the developer shall run with the land and shall bind future owners. The developer undertakes and agrees to have the within agreement registered by caveat with a copy of this agreement thereto attached in the Neepawa Land Titles Office against the real property described in this agreement.
- d) In the event that a dispute arises between the parties hereto as to any aspect of this

agreement, then such a dispute shall be referred to a single arbitrator, if the parties can mutually agree upon one, otherwise to three arbitrators, one to be appointed by the developer, one to be appointed by the Municipality and the third person to be chosen by the first two arbitrators, and in the event that the first two arbitrators fail to agree upon the third, then either party may apply to a judge of the Court of Queen's Bench to appoint a third arbitrator who shall act as Chairman of such arbitration.

13. This agreement shall inure to the benefit of and be binding upon the parties hereto, their respective heirs, executors, administrators, successors and assigns, providing that no assignment of any part thereof shall be made except with written approval of the Municipality.

IN WITNESS WHEREOF the parties have executed this agreement the 14th day of January 2008.

3564437 Manitoba Ltd.
Per: Jason Kurchaba, President

5343799 Manitoba Ltd,
Per: Gerald Keating, President

5080053 Manitoba Ltd.
Per: Garry Sabeski, President

IN WITNESS WHEREOF the parties have executed this agreement the 21st day of January 2008.

THE RURAL MUNICIPALITY OF ROSSBURN

Per: Brian Brown, Reeve

Per: Marianne Choptuik, CAO