

386 BEAVERBROOK NEIGHBOURHOOD
LOT SALE AGREEMENT

THIS AGREEMENT made in DUPLICATE this ____ day of _____, 2015

BETWEEN:

6745394 Manitoba Ltd.

(hereinafter called the "**Vendor**")

- and -

(hereinafter called the "**Purchaser**")

Is the Purchaser in the business of home building? Yes No

The parties hereto mutually covenant and agree:

The Purchaser desires to purchase a maximum of _____ lot(s) as set out on Schedule A (the "**Maximum**"). The Purchaser has submitted _____ offer(s) to purchase the Maximum. In the event the Purchaser's Maximum is less than the number of offers to purchase submitted to the Maximum the Vendor warrants that the Purchaser may only be bound by maximum of the Maximum and any unaccepted offers to purchase and requisite deposit(s) will be returned to the Purchaser. The Purchaser's preferred lot(s) preference is:

The Purchaser agrees and acknowledges that the Vendor shall allocate the lots set out on Schedule A in the Vendor's sole and absolute discretion. The Purchaser further agrees and acknowledges that submission of an offer(s) to purchase by the Purchaser does not guarantee or reserve any of the lots set out on Schedule A whatsoever.

1. The Vendor agrees to sell and the Purchaser agrees to purchase the following land civically located at 386 Beaverbrook Street, Winnipeg and legally described as:

LOT ____, BLOCK ____, PLAN ____ WLTO
(Deposit No. 1198-2014)

(hereinafter referred to as the “**Land**”)

2. The Land is illustrated and more particularly set out upon **Schedule “A”** which includes the Deposit No. 1198-2014 Plan of Subdivision attached to and forming part of this Agreement.
3. The purchase price for the Land shall be \$_____ (hereinafter referred to as the “**Purchase Price**”). The Purchase Price does not include Goods and Services Tax (“**GST**”).
4. The Purchase Price shall be payable by the Purchaser to the Vendor as follows:
 - (a) The sum of **\$1,000.00** by way of a first deposit upon the Purchaser’s execution of this Agreement (the “**First Deposit**”) (the receipt of which the Vendor hereby acknowledges). The First Deposit shall be made out to and held by the Vendor pending the Vendor providing the Purchaser written confirmation of Architectural Approval as further described in paragraph 7.1(a) of this Agreement
 - (b) The sum of **\$25,000.00** by way of a second deposit within five (5) working days following the Vendor providing the Purchaser written acceptance of this Agreement (the “**Second Deposit**”) shall be made out to and held by the Vendor pending the Vendor providing the Purchaser written confirmation of Architectural Approval as further described in paragraph 7.1(a) of this Agreement.
 - (c) The sum of **\$25,000.00** by way of a third deposit within five (5) working days following the Vendor providing the Purchaser written confirmation of Architectural Approval as further described in paragraph 7.1(a) of this Agreement (the “**Third Deposit**”) shall be made out to and paid to the Vendor and shall be released to the Vendor for the Vendor's own purposes without condition or restriction and without further notice to the Purchaser.
 - (d) **The First Deposit, Second Deposit and the Third Deposit shall be held by the Vendor until such time as the Vendor provides written confirmation of Architectural Approval as further described in paragraph 7.1(a) of this Agreement. Upon the Vendor providing confirmation of Architectural Approval the Second Deposit and the Third Deposit paid thereafter shall become non-refundable and shall be released to the Vendor for the Vendor's own purposes without condition or restriction and without further notice to the Purchaser.**
 - (e) The balance of the Purchase Price and such other charges as are hereinafter set forth shall be paid within the latter of thirty (30) days of the Vendor registering, completing and receiving conveyable title to the individual lots at 386 Beaverbrook Street, Winnipeg and as further set out on Schedule "A" as Deposit 1198-2014 **or** the day thirty (30) days from the Vendor’s written confirmation of Architectural Approval (hereinafter referred to as the “**Closing Date**”).
 - (f) The unpaid balance of the Purchase Price shall bear interest at the rate of the Royal Bank of Canada at prime plus five (5%) percentage points per annum computed from the day after the Closing Date (hereinafter referred to as the

“Interest Commencement Date”). Should any balance of the Purchaser Price or interest remain unpaid to the credit of the Vendor, the Vendor may take immediate legal action to recover same at the Purchaser’s cost and expense, including, but not limited to, the filing of a Caveat against the Land giving notice of an unpaid Vendor’s lien.

- (g) Interest on the unpaid balance of the Purchase Price shall be due and payable monthly on the first (1st) day of every month following the Interest Commencement Date until the unpaid balance of the Purchase Price is paid in full to the Vendor.
- (h) The Vendor shall retain title to the Lot for and on behalf of the Purchaser and shall transfer title to the Land to the Purchaser upon payment of the balance due and owing with respect to the Land.
- (i) On or before the Closing Date the Vendor shall provide the Purchaser a Transfer of Land which, when registered by the Purchaser, at the Purchaser's own expense, shall cause title to the Land to issue in the name of the Purchaser free and clear of and from all encumbrances, except for any Caveat protecting a right-of-way for services, including without limiting the generality of the foregoing, hydro, telephone, water, gas and cablevision; any Statutory Easement or right analogous to a Statutory Easement; and Development Agreement; any restrictions, conditions or covenants that run with the land; any easement required by the Vendor; or such others as are placed by or on behalf of the Purchaser.

5. **Services Included in Purchase Price**

The cost of the installation of the following municipal and utility services shall be included in the Purchase Price:

- (a) Electric power, gas, cable and telephone lines to the front property line;
- (b) Street lights as may be specified in the Agreement between the City of Winnipeg and the Vendor (the **“Development Agreement”**);
- (c) Sewer lines and water mains; land drainage sewers; retention ponds or tanks; public open space; pavement on streets and lanes; permanent street signs; boulevard tree plantings; park pathways; concrete sidewalks; and active transportation paths as designated in the Development Agreement; all of which will be installed generally in accordance with the provisions of an agreement or agreements and amendments thereto, together with the Plans and Specifications which form a part thereof, between the City of Winnipeg and the Vendor (the **“Development Agreement”**);
- (d) House connections from the street water and sewer mains as well as electrical and telephone service connections shall be installed by the Vendor in accordance with the provisions of the Development Agreement and any Utility Service Agreement to at least the front Lot line;
- (e) Fencing, berm, landscape wall installations identified as the obligations of the Vendor as provided in the Development Agreement;

- (f) The Vendor shall cause all of the said services to be installed in accordance with the terms of the Development Agreement and the Vendor shall use its best commercial effort to install said services as soon as reasonably possible. However, it is expressly understood and agreed that the Vendor makes no warranties or representations regarding the timing of the installation of said services and the Vendor shall not be liable or accountable to the Purchaser for any matter or thing whatsoever arising out of any delays that may take place in the installation of all or any of the services.

6. **Services Not Included in Purchase Price**

- (a) Paving of any rear driveway approach from a lane to the Lot line, which the Purchaser covenants and agrees to install, at his own expense, in accordance with the requirements and specifications as provided by the City of Winnipeg; and
- (b) Sodding of the Land, which the Purchaser covenants and agrees to sod and install, at his own expense, in accordance with the requirements of the City of Winnipeg.

7. **Development Parameters**

7.1 The Purchaser acknowledges, covenants and agrees:

Architectural Control Guidelines 2015 Customized for 386 Beaverbrook Street

- (a) **Within one hundred and eighty (180) days** of payment of the First Deposit and before commencing the construction of any dwelling on any lot contained within the Land and before applying for a building permit in connection therewith, the Purchaser shall submit to the Vendor the site plan and elevation plan and construction drawings of the dwelling proposed to be erected thereon and shall obtain the Vendor's approval thereto. The Purchaser's site and building plans are to be consistent with the **Architectural Control Guidelines 2015 Customized for 386 Beaverbrook Street** attached hereto as Schedule "B". The Vendor shall have the right to withhold approval or grant approval of same subject to such conditions as the Vendor may impose in the Vendor's sole and absolute discretion, and the Purchaser upon receiving the Vendor's written approval of same (the "**Architectural Approval**"), shall not change or vary such approved site and elevation plans and construction drawings as approved in the Architectural Approval without first obtaining the Vendor's written approval to such changes. As security for the compliance of the provisions of this paragraph, the Purchaser shall upon the Closing Date, provide the Vendor with a compliance deposit of two thousand (\$2,000.00) dollars (the "**Architectural and Site Design Guidelines Compliance Deposit**"). In the event the Vendor refuses, in the Vendor's sole and absolute discretion, to grant Architectural Approval, the Vendor may terminate this Agreement forthwith and without delay. In the event the Purchaser cannot provide the Vendor the site plan and elevation plan and construction drawings of the dwelling proposed, the Purchaser shall pay to the Vendor interest at the rate of Royal Bank of Canada at prime plus five (5%) percentage points per annum computed from the day ninety (90) days of

payment of the First Deposit and the Vendor may terminate this Agreement forthwith and without delay;

- (b) That a dwelling shall be under construction and the exterior and the landscaping of such dwelling shall be completed on each lot contained within the Land within and not later than seven hundred and thirty (730) days from the date this Agreement was accepted by the Vendor. Should the Purchaser fail to comply with the requirements set out in this paragraph, then in addition to any other remedies available to the Vendor, the Purchaser Price for the Land in non-compliance with the provisions of this paragraph shall automatically be increased by the sum of one thousand (\$1,000.00) dollars per month plus applicable GST for each month or fraction thereof that the Purchaser is in breach of the provisions of this paragraph. The aforesaid price increase plus GST shall be due and payable to the Vendor forthwith on demand and interest shall accrue thereon at the rate referred to in Subsection 4(e) hereof computed from the date of demand until paid. The Purchaser shall also pledge the Land to the Vendor as further security for ensuring such dwelling is completed within seven hundred and thirty (730) days from the date this Agreement was accepted by the Vendor;
- (c) The Purchaser will not permit occupancy of any dwelling erected on any lot within the Land until all monies due and owing with respect to such lot have been paid in full to the Vendor and the dwelling has been serviced with sewer and water facilities which have been connected to the City services and has been landscaped. Should the Purchaser permit any person to occupy a dwelling in contravention of this provision, the Purchaser shall be fully liable for any damage, cost or expense occasioned by such occupation, as well as damaged incurred by the Vendor as a result thereof. The Purchaser further agrees to take immediate legal action to recover vacant possession of such dwelling, failing which, the Vendor may take such action at the Purchaser's sole cost and expense.

Lot Grading

- (d) The Purchaser will comply with the provisions of the City of Winnipeg Lot Grading By-Law No. 7294/98 and amendments thereto (hereinafter referred to as the "**By-Law**") and will indemnify and save the Vendor harmless of and from all and any liability that the Vendor can, shall or may incur arising from any breach of the provisions of said By-Law. In order to maintain an appropriate level of consistency and quality with respect to the requirements of the By-Law, the Purchaser shall retain the services of the Vendor's designated consultant to direct the establishment and marking of all the lot grade elevations required pursuant to the By-Law for the development of each lot contained within the Land. Upon the Closing Date, the Purchaser shall provide the Vendor with a cheque in favour of the Vendor's designated consultant in the sum of **six hundred and thirty (\$630.00) dollars** including GST to cover the designated consultant's basic fee for such services. The Vendor shall forward the Purchaser's cheque to the designated consultant upon receipt of same.
- (e) The Purchaser will install at his own expense all sewer and water connections from the front lot lines to the dwellings to be erected on each lot contained within the Land, in accordance with the requirements of the City of Winnipeg, and will

secure from the City of Winnipeg all necessary permits in connection therewith, and will pay the City of Winnipeg all its charges therefore;

- (f) That where required by the City of Winnipeg, the Purchaser will ensure that only domestic waste water pipes are connected to the City of Winnipeg waste water system, and that all other drainage, including roof rainwater and flows from weeping tiles, be collected and dispersed on the lot on which the dwelling is situated;

Sodding Compliance Deposit

- (g) The Purchaser shall provide topsoil and shall grade and sod (or approved alternate) (seeding will not be an acceptable alternate to sod) the front yard and side yards to the rear limit of the dwelling constructed on each lot contained within the Land to the standards of the City of Winnipeg within seven hundred and thirty (730) days of the date this Agreement was accepted by the Vendor. The Purchaser shall also provide all reasonable and necessary maintenance of the boulevard on such lot until the dwelling on such lot has been occupied. As security for the compliance of the provisions of this paragraph, the Purchaser shall, upon the Closing Date, provide the Vendor with **Sodding Compliance Deposit** of two thousand (\$2,000.00) dollars. Should the Purchaser fail to comply with the requirements set out in this Subsection 7.1(g), the Purchaser Price shall automatically be increased by the sum of two thousand (\$2,000.00) dollars and shall be applied by the Vendor against the increased Purchase Price. Furthermore, the Vendor may, at its option, and after giving the Purchaser ten (10) days prior written notice, complete any or all sodding. In such event, the Purchaser shall pay the Vendor, on demand, all costs incurred by the Vendor, including an administration fee of one thousand (\$1,000.00) dollars to complete the sodding, together with interest thereon at the rate specified in Subsection 4(f) hereof computed from the date of demand until payment;

Code of Performance

- (h) The Purchaser will not deposit or permit refuse, debris, soil or other materials on any land in the subdivision, adjoining residential neighbourhoods or fields including the Land and shall instruct any builder to conduct themselves in an orderly manner. The Purchaser acknowledges and agrees that he shall at his own expense remove any refuse, debris, soil or other materials deposited on the Land within seventy-two (72) hour notice, regardless of whether or not same was placed on the Land by the Purchaser. In the event the Purchaser fails, neglects or refuses to remove any such materials, the Vendor, at its option, may remove such materials and deduct the costs of doing so, including an administration fee of one hundred (\$100.00) dollars, from the **Sodding Compliance Deposit** and the **Architectural and Site Design Guidelines Compliance Deposit**;

Noxious Weeds

- (i) The Purchaser will keep down noxious weeds and shall comply in all respects with the requirements imposed upon any owner and occupier of land under "The Noxious Weed Act" with respect to the Land and shall indemnify and save harmless the Vendor from all costs and expenses and penalties which may be

imposed upon the Vendor in the event the Purchaser be in default hereunder. In the event the Purchaser fails, neglects or refuses to comply with the provisions of this paragraph, the Vendor, at its option, may cut, chemically treat, clear and clean the Land of all weeds and overgrown grasses and deduct the costs of doing so, including an administration fee of one hundred (\$100.00) dollars, from the **Sodding Security Deposit** and the **Architectural and Site Design Guidelines Compliance Deposit**;

Repairs to Damage

- (j) The Purchaser shall be liable for the cost of replacement or repair of any damaged water and sewer lines, tree(s), manholes, catch basins, water boxes, hydrants, valves, roadways, curbs, sidewalks, hydro works, surveyor's marks, grade stakes or other services on or adjacent to, or pertaining to the Land, or any other land in the subdivision in the event such damage may have been caused by the acts or omissions of the Purchaser or his workmen, agents, or by anyone for whom he would be responsible, or by trucks making deliveries of materials to the Land. In the event the Vendor is required by the City of Winnipeg to make good any such damage, the Purchaser shall pay to the Vendor, upon demand, all costs incurred by the Vendor, including an administration fee of one hundred (\$100.00) dollars, in making good such damage, together with interest thereon at the rate specified in Subsection 4(f) hereof computed from the date of demand until payment;

Comply with Zoning, Restrictive Covenant and Architectural Guidelines

- (k) That in the construction of dwellings on the Land, all applicable zoning by-laws and building by-laws shall be complied with. The Purchaser further agrees to assume the covenants as further described in Caveat No. 4447287/1 and will execute and return to the Vendor an agreement containing a covenant in the same form as all of the covenants within the Agreement attached to Caveat No. 4447287/1, and as further described in **Schedule "C"** hereto and forming part hereof. That Agreement shall be registered in series immediately after the registration of any Transfer of Land from the Vendor to the Purchaser for the Land and prior to any mortgage obtained by the Purchaser or any other registration the Purchaser may so require;
- (l) The Purchaser will not subdivide the Land so as to vary the number of building sites thereon, nor will he vary the zoning of the Land without the prior written consent of the Vendor;
- (m) That every dwelling constructed on the Land shall be constructed in compliance with the Vendor's architectural guidelines and design controls as described in **Schedule "B"** attached hereto and forming part hereof. The Vendor, at its sole discretion, may permit the construction of dwellings which are not in compliance with Schedule "B" if their design and physical appearance is compatible with the quality and high standards of other dwellings in the subdivision in which the Land is situated;

- (n) Manitoba Hydro and Manitoba Telephone System or any other utility may install transformers and pedestals and or other equipment respectively upon the Land in accordance with any rights they may so have;

Driveway Compliance Deposit

- (o) The Purchaser will install on each lot contained with the Land a concrete driveway from the rear land in accordance with the requirements of the City of Winnipeg and within seven hundred and thirty (730) days of the date this Agreement was accepted by the Vendor. As security for the compliance of the provisions of this paragraph, the Purchaser shall upon the Closing Date provide the Vendor with a **Driveway Compliance Deposit** of one thousand (\$1,000.00) dollars. Should the Purchaser fail to comply with the requirements set out in this paragraph, the Purchase Price for each lot in non-compliance with the provisions of this paragraph shall automatically be increased by the sum of one thousand (\$1,000.00) dollars and the **Driveway Compliance Deposit** shall be applied by the Vendor against the increased Purchase Price;

Insurance

- (p) The Purchaser shall carry and will continue to carry insurance coverage against property damage and public liability in accordance with normal commercial practices followed in the City of Winnipeg from the date of the execution of this Agreement until the date that the Land is conveyed to the Purchaser or his nominee;

Signs

- (q) That before erecting or placing any signs on the Land or any other land within the Vendor's subdivision, or on any structure thereon, including directional signs, the Purchaser shall obtain the Vendor's approval thereto. The Vendor shall have the right to withhold approval or grant approval subject to such conditions as it may in its sole discretion impose, and thereafter the Purchaser shall not change or vary such approval without first obtaining the Vendor's approval to such changes. Without limiting the generality of the foregoing, the Vendor shall have the right to approve the appearance, size, location and method and manner of affixing and placing said sign. In the event the Purchaser erects or places any sign on the Land or on any land elsewhere within the Vendor's subdivision without first obtaining the Vendor's prior written consent, the Vendor shall have the right to remove said sign, and the Purchaser shall be liable for all costs incurred by the Vendor in connection therewith;

Workplace, Health and Safety Act

- (r) That during the performance of any work on the Land, he or his agents shall comply with the provisions of the *Workplace, Health and Safety Act* and regulations thereunder and that he shall ensure compliance therewith by his contractors, subcontractors, servants, agents and employees. The Purchaser shall further indemnify and save harmless the Vendor from and against all liability of any nature or kind whatsoever that the Vendor may sustain or incur, directly or indirectly, by reason of the Purchaser and his contractors, subcontractors,

servants, agents and employees' failure to comply with and ensure compliance with said Act and regulations thereunder;

Clean-Up

- (s) That he shall initiate the clean-up of litter and refuse from all contractors and builders working on the Land, both on-site and off-site, and he shall provide covered refuse bins for the use of all such contractors and sub-trades during the construction of the dwelling and he shall ensure the emptying of such refuse bins on a regular and timely basis. A refuse bin shall be placed on site immediately after the basement walls on such lot contained with the Land have been poured and shall remain on site until the dwelling on such lot is completed and the yard is graded. If the Purchaser fails, refuses or neglects to keep the construction site in a clean and orderly condition, he shall be subject to a fine of one hundred (\$100.00) dollars for each day that the construction site remains unsightly after notice to clean the site is issued and the Vendor may deduct such fine from the **Sodding Compliance Deposit** and **Architectural and Site Design Requirements**.

Building Conditions

7.2 The Purchaser is hereby advised that the Land may contain or be composed of a variety of different soils, including, but not limited to, silt, that is prevalent in the City of Winnipeg. The presence of these different soils may require the Purchaser to incorporate a number of different types or methods constructing the building foundation. The Purchaser acknowledges and agrees that the Vendor shall not be liable to the Purchaser for any costs or expenses whatsoever that may be incurred by the Purchaser arising from the soil conditions contained within the Land.

Fences

7.3 In the event the Vendor is required by the City of Winnipeg to construct a fence upon a portion of the Land, or in the event the Vendor, in its sole discretion, wishes to construct a fence upon a portion of the Land, then the following provisions shall apply:

- (a) The Vendor, its successors and assigns, for so long as required by the Vendor, shall have the right, license and easement to enter upon all that portion of the Land as reasonably required for the purpose of constructing, placing the fence on, across, along and over the Land, in accordance with the specifications in **Schedule "B"** attached hereto and forming part hereof.
- (b) The Vendor shall exercise the rights, licenses and easements hereinbefore stated in a careful and workmanlike manner so as to cause a minimum of inconvenience or damage to the Purchaser, and shall make good any such damage.
- (c) The Purchaser shall not, without the prior consent in writing of the Vendor, alter, damage, paint, move, remove or add to the said fence, but otherwise the Purchaser shall have the right fully to use and enjoy the said fence, subject always to and so as not to interfere with the rights, licenses and easements hereinbefore stated. Furthermore, the Purchaser covenants and agrees to

maintain, repair or restore the said fence in good condition at all times and to the satisfaction of the Vendor and the Director of Planning of the City of Winnipeg.

- (d) The Purchaser agrees that the rights, licenses and easements hereby stated shall be exercisable forthwith and at any and all times hereafter by the Vendor, and its servants, agents and employees, in any manner, free and without charge.
- (e) The Vendor shall and may hold and enjoy the rights, licenses and easements hereby stated without hindrance, molestation or interruption on the part of the Purchaser, or of any person claiming by under or in trust for the Purchaser.
- (f) To the intent that the burden of all rights, licenses, easements, grants, covenants and agreements contained herein may run with the Land, the Purchaser covenants and agrees with the Vendor that the rights, licenses and easements hereby granted and the covenants and agreements therein contained shall ensure to the benefit of the Vendor, and its successors and assigns, and shall be binding upon the Purchaser and on the successors in title of the Purchaser and the owners or occupiers for the time being on the Land, or any part thereof.

Property Taxes

8. The Purchaser covenants and agrees that it shall be the duty of the Purchaser to pay any and all taxes which may be assessed against the Land on and after the Closing Date and that the Vendor shall be under no duty to pay the same from the said date.

9. The Purchaser covenants and agrees not to file any caveat against the Land until the Purchase Price has been fully paid and the covenants and agreements herein are fulfilled.

Repayment of Compliance Deposits

10. The payment of the **Sodding Compliance Deposit**, the **Architectural and Site Design Guidelines Compliance Deposit** and the **Driveway Compliance Deposit** (collectively, the "**Compliance Deposits**") as security for the compliance with the terms and conditions set out in this Agreement shall in no way be deemed to limit the liability of the Purchaser. The unused balance of the Compliance Deposits shall be repaid by the Vendor within a reasonable period of time after the Purchaser gives the Vendor written notification that all of the requirements set out herein have been complied in their entirety with in respect of the Land for which Compliance Deposits were paid and the Vendor has confirmed such compliance.

11. Unless otherwise provided herein, upon receiving payment of the balance of the Purchase Price owing for the Land, including adjustment for taxes and all accrued interest and other charges and Compliance Deposits herein set out, the Vendor shall deliver to the Purchaser a registerable Transfer of Land for the lot contained within the Land, which Transfer of Land, upon registration in the Winnipeg Land Titles Office, shall be sufficient to vest title to the lot contained within the Land in the name of the Purchaser free and clear of all registered encumbrances except:

- (a) any registration including, but not limited to, a Caveat, Statutory Easement or right analogous to a Statutory Easement, protecting a right-of-way for services to which the Project are connected, including, without limiting the generality of the foregoing, hydro, telephone, water, gas and cablevision;

- (b) any restrictions, conditions or covenants that run with the Land;
- (c) such others as are placed by or on behalf of the Purchaser;
- (d) the implications as set out in Section 58(1) of *The Real Property Act*;
- (e) any registration required by the Vendor to register and complete the subdivision of the entirety of the property which the Land is upon and as further set out on Schedule "A" as Deposit 1198-2014;
- (f) any matter set out in this Agreement.

Consent to Re-Sell Lot

12. The Purchaser covenants and agrees **NOT TO SELL ANY LOT CONTAINED WITHIN THE LAND WITHOUT THE PRIOR WRITTEN CONSENT OF THE VENDOR FIRST HAD AND OBTAINED**, except where the Purchaser has erected or agreed to erect a dwelling on the Land prior to such sale or unless so otherwise agreed to by the Vendor in writing. The Vendor reserves the right to refuse its consent to the sale of the Land or may consent to such sale, subject to such terms and conditions (including the right to increase the sale price of the Land) as the Vendor may in its sole and uncontrolled discretion determine. Should the Purchaser sell the Land in contravention of the provisions of this paragraph, the Purchaser covenants and agrees to account to the Vendor for all profits the Purchaser derives from such unauthorized sale forthwith upon receipt of said profits, and in consideration of the sum of One (\$1.00) Dollar and other good and valuable consideration, the receipt and sufficiency which is acknowledged, the Purchaser does hereby irrevocably assign, set over and transfer unto the Vendor all profits the Purchaser derives from such unauthorized sale. For the purposes of this Agreement, the term "profits" shall be defined as the difference between the total gross amount paid the Purchaser pursuant to the unauthorized sale of the Land and the Purchase Price the Purchaser has agreed to pay the Vendor for such lot under this Agreement. When calculating the profits, no consideration shall be given to interest carrying charges, realty taxes, real estate commissions and legal fees and disbursements.

General Requirements of Agreement

13. If the Purchaser is in breach of any of his obligations under this Agreement, then the Vendor shall be entitled to retain the Purchaser's First Deposit, Second Deposit and/or Third Deposit and any other money paid to the Vendor under this Agreement on account of liquidated damages and not as a penalty. Such retainer of the First Deposit, Second Deposit and/or Third Deposit and any other money paid hereunder shall not itself constitute a termination of this Agreement and shall in no way limit, restrict or prevent the Vendor from taking suit or legal proceedings for specific performance or any other proceedings necessary to enforce the provisions of this Agreement or from exercising any other remedies which the Vendor may have by virtue of the Purchaser's default, including the right to claim damages from the Purchaser which the Vendor sustains in excess of the First Deposit, Second Deposit and/or Third Deposit and any other money paid to the Vendor under this Agreement.

14. Any term or condition or any part thereof of this Agreement which at law is prohibited or unenforceable shall only be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining terms and conditions of this Agreement.

15. Time shall be of the essence of this Agreement.
16. Wherever the singular and masculine pronouns are used in this Agreement, the same shall be construed as being plural and feminine or neuter where the context or the parties hereto so require, and all covenants herein shall be several as well as joint.
17. This Agreement shall be binding upon the Vendor, its successors and assigns, and shall enure to the benefit of and be binding upon the Purchaser, his heirs, executors, administrators and successors, and it is further understood and agreed that the obligations of the parties under this Agreement shall survive and continue in effect after the closing of this transaction and shall not be merged or merge by reason of the execution and delivery of all or any of the documents referred to in this Agreement, the tendering of money and/or the conveyance of title.
18. It is expressly understood and agreed that this Agreement shall not be assignable by the Purchaser without first obtaining the Vendor's approval to such assignment. In the event the Vendor consents to an Assignment of this Agreement, the Purchaser shall pay the Vendor's charges and/or costs as a condition of such Assignment.
19. The Purchaser acknowledges that he has had an opportunity to inspect the Land, and that he is purchasing same "as is", based upon his own investigation and knowledge of the Land. The Purchaser agrees that the Vendor has not made any representations, warranties or collateral agreements about the Land, verbal or otherwise, other than what is specifically written in this Agreement.
20. The Purchaser shall pay all and any GST that may be eligible in connection with the purchaser of the Land. The GST shall become due and payable to the Vendor on the date that the Vendor executes this Agreement. The Vendor's GST Registration Number is **806 346 136 RP0001**. Where permitted by law, instead of paying the Vendor the applicable GST, the Purchaser may provide the Vendor with the Purchaser's GST Registration Number and an Undertaking to Self-Assess and Indemnify the Vendor for the GST (including any interest and penalties thereon) that may be payable in connection with the purchase and sale contemplated hereby.
21. The Vendor shall not be required to provide the Purchaser with a Declaration as to Possession and the Purchaser agrees not to request same from the Vendor. The Vendor herewith represents and warrants that it is not now nor will it be at the date of possession and adjustments a "non-resident of Canada" as such term is defined in the *Income Tax Act* (Canada).
22. In the event the Vendor is unable to register and complete the subdivision of the entirety of the property which the Land is upon and as further set out on Schedule "A" as Deposit 1198-2014 within TWO HUNDRED (200) days of the date of this Agreement the Vendor shall have the right to terminate this Agreement by giving notice in writing to that effect to the Purchaser.
23. The Purchaser agrees that this Agreement or notice of same shall not be registered in any way whatsoever, and/or no reference to it shall be registered on title to 386 Beaverbrook Street, Winnipeg or the Land.
24. The Purchaser understands that the personal information that he has provided, whether orally or in writing, to the Vendor or its agents or representatives in this Agreement and

previously in contemplation of this Agreement, is being collected by the Vendor for the purpose of completing a real estate transaction between the Vendor and the Purchaser. The Purchaser also understands that the personal information may be disclosed by the Vendor, on an as-needed basis, to its agents and representatives and legal counsel for the foregoing purpose, and as required by law. The personal information collected will not be disclosed to any other party without the Purchaser's consent. By signing this Agreement, the Purchaser consents to the foregoing collection, use and disclosure of his personal information by the Vendor.

25. Any notice permitted or required to be given hereunder shall be in writing and personally delivered, mailed, postage prepaid, e-mailed or faxed. Any notice will be deemed to have been received on the day of actual delivery or, if mailed, shall be deemed to have been received on the third (3rd) business day after mailing and, if transmitted by fax or e-mail, shall be deemed to have been received on the first (1st) business day after the fax or e-mail transmission. Addresses and facsimile numbers of the parties are as follows:

- (a) To the Vendor at: 6745394 Manitoba Ltd.
540 B Roseberry Street
Winnipeg, Manitoba
R3H 0T1
Facsimile Number: 1-888-487-8798
Lawyer: Jason M.J. Bryk, Pitblado LLP

- (b) To the Purchaser at: Name: _____
Address: _____

Telephone: _____
Lawyer: _____

- 26. Attached hereto as Schedules to this Agreement are the following:
Schedule "A" – Deposit No. 1198-2014 Plan of Subdivision
Schedule "B" – Architectural Control Guidelines as Customized for 386 Beaverbrook
Schedule "C" – Restrictive Covenant Agreement

27. This Agreement, if not accepted by the Vendor on or before the fifth business day after the day the Purchaser has executed this Agreement, shall expire.

IN WITNESS WHEREOF the Purchaser has executed this Agreement on the _____ day of _____, 2015.

PURCHASER:

Name: _____

IN WITNESS WHEREOF the Vendor has executed this Agreement on the _____ day of _____, 2015.

VENDOR:

6745394 MANITOBA LTD.

Per: _____

I am an employee of the Corporation and have authority to bind

Per: _____

I am an employee of the Corporation and have authority to bind

SCHEDULE "B"
TO THE 386 BEAVERBROOK NEIGHBOURHOOD LOT SALE AGREEMENT
ARCHITECTURAL CONTROL GUIDELINES AS CUSTOMIZED FOR 386 BEAVERBROOK

Architectural Control Guidelines

The following Architectural Control Guidelines have been customized for 386 Beaverbrook and are intended to maintain a minimum standard of new construction within the development.

2015

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1. PURPOSE OF THE GUIDELINES

The purpose of these guidelines is to ensure a high quality, unified, aesthetically pleasing development. To accomplish this, these guidelines establish minimum development standards to be incorporated into all development within the planned development area. 386 Beaverbrook is envisioned as a modern, yet contextual development within the established neighbourhood of River Heights. Responding explicitly to the scale and character of its context, the development aims to showcase quality of workmanship, material and craft with a modern sensibility to details and building technology. Truth of material and character of finishes are valued; stamped patterns, or backer based masonry are expressly discouraged on elevations within the development, and as such, all house and site plans will be reviewed for compliance with these guidelines.

2. ARCHITECTURAL CONTROL DESIGN GUIDELINES APPLICABILITY

These guidelines are applicable to all single family lots within the 386 Beaverbrook development. Where discrepancy between these guidelines and City of Winnipeg Zoning Bylaws arise, City of Winnipeg Zoning Bylaws shall prevail.

3. ARCHITECTURAL CONTROL APPROVAL PROCEDURE

Prior to applying for a building permit the Property Owner, or authorized designate, must receive written endorsement from the Developer, or authorized designate, stating Architectural Control Guideline approval of the house and site plan. Written approval of the Property Owner's plans must accompany all building permit applications to the Permitting Authority. The 386 Beaverbrook Architectural Control Guidelines review does not replace the City of Winnipeg Zoning and permitting review process, and the 386 Beaverbrook Architectural Control Guidelines review does not make any guarantees of compliance or replace the City of Winnipeg Zoning and permitting review process. Tony/ Ryan: what happens if homeowner does not go through the ACG process and just applies for city permit, bypassing this process all together – what recourse do you have in this legally?

4. SUBMISSION REQUIREMENTS AND PROCEDURE

The Property Owner agrees to comply with these guidelines upon purchase of their respective lot within the Planned Area. The Property Owner must submit the following information to the Developer, or authorized designate, to assess the proposed house and site plans for compliance with these guidelines. Submissions are to be digitally submitted as PDF documents to the Developer, or authorized designate.

- 4.1 House Plans:** A set of house plans, elevations and sections, shall be to a scale of at least 1/8"=1'-0" or 1:100 metric and shall be sufficient to show all elevations with proposed finishes, exterior colour schemes, plans at all levels including the basement, and at least one section sufficient to illustrate the arrangement of levels within the house, and any unusual structural systems.

4.2 Site Plan: The complete site plan shall show the location and distance to the property boundaries of all buildings, the location and material used for front walks and the location and material of driveways. In addition, the location of pools, and any fencing must be provided.

4.3 Colour and Material Selections: A visual guideline of all exterior colours and chosen materials with texture information (for instance, 'smooth stucco'). False textures are strongly discouraged (for instance 'wood grain' cement board siding).

Upon receipt of the proposed house and site plan, the Developer, or authorized designate will review the design for compliance with these guidelines. If the submitted plans are in compliance, the Developer, or authorized designate will issue a compliance letter to the Property Owner. Should the proposed house or site plan have deficiencies, the Developer, or authorized designate will provide the Property Owner with a list of the deficiencies which must be addressed. Once addressed, the plan must be resubmitted to the Developer, or authorized designate. Should there be no further deficiencies a compliance letter will be issued. The fee for Architectural Control Guideline review is \$350, including all taxes. This fee will be assessed for each re-submittal until the proposed design is in compliance with all Architectural Control Guidelines as established within this document.

5 DEVELOPER'S RIGHT TO REJECT SUBMISSIONS

The Developer reserves the right to reject unsatisfactory house or site plans or recommend changes required to meet the intent of the Architectural Control Guidelines. The Developer's decision on any approval matters will be final.

6 DEVELOPER'S RIGHT TO APPROVE NON-CONFORMING SUBMISSIONS

The Developer reserves the right to approve any house or site plan which does not conform to any guideline specified in Section 7 or 8 of this document. The 386 Beaverbrook Architectural Control Guidelines review does not make any guarantees of compliance or replace the City of Winnipeg Zoning and permitting review process.

7 HOUSE DESIGN

7.1 Maximum House Size

7.1.1 The maximum house size (Principal Residential Structure) on any lot within 386 Beaverbrook shall be based upon City of Winnipeg Zoning Bylaws for R1 – Medium designation.

7.2 House Massing

- 7.2.1** Plans are strongly encouraged to respect the scale of the existing neighbourhood, especially with regards to building massing and facia heights above grade.
- 7.2.2** No house shall exceed two full storeys in height. If present, height of soffit above finish grade should not exceed 24', or in a flat roof house, height of finished roof is not to exceed 27' above finish grade.
- 7.2.3** Maximum height above grade for main floor, finish floor elevation is 30"

7.3 House Exterior Colour Scheme

- 7.3.1** Colour schemes should be consistent with the contiguous neighbourhood of River Heights. Architectural Control Guideline approvals will be based as such.
- 7.3.2** To avoid repetition, the colour scheme of previously approved neighbouring houses will be considered when evaluating proposed colour schemes.

7.4 Exterior House Materials and Design

- 7.4.1** The Developer encourages high quality building materials and exterior finishes.
- 7.4.2** The Developer discourages repetitive house plans and elevations. Previously approved neighbouring houses will be considered when evaluating house plans.
- 7.4.3** The use of brick, cement stucco, wood, or natural stone is encouraged. Cement board siding is also acceptable.
- 7.4.4** False allusions of material such as wood grain stamped material, or projected stucco window trim or corner quoining are not permitted.
- 7.4.5** Consistency of style and material use is encouraged for all house sides or elevations.
- 7.4.6** Exterior materials used on the façade should be carried around corners to the side of the house a minimum of 3 feet.
- 7.4.7** Coloured or mirror reflective glazing, or highly reflective building material is not permitted on elevations.
- 7.4.8** The front entry should be designed as a key focal point. All windows and doors should be in harmony with the house style.

7.5 Roof Materials and Design

- 7.5.1** When sloped, all roof structures are encouraged to utilize roof slopes of not less than 3:12. Shed roofs are permitted, only when slopes run parallel to front curb, or perpendicular to front curb, with slope running downwards towards front curb. Flat roofs are permitted with a maximum parapet of 48" above finished roof surface.
- 7.5.2** All exposed metal flashings, vents, stacks, etc., associated with roof finish must be finished to match the roof's general colour and appearance.
- 7.5.3** Acceptable roof finishes include thick-end asphalt shingles, cedar shingles, cedar shakes, concrete or slate tiles, and metal roofs, with the exception of 'exposed screw' metal roofs.
- 7.5.4** Locating plumbing stacks, vents, and non-featured chimneys on the rear yard portion of the roof is encouraged.

7.6 Fascia Material and Design

- 7.6.1** Fascia boards and trim are to be consistent with the house's exterior colour scheme.

7.7 Chimney Materials and Design

- 7.7.1** Exposed metal-insulated chimneys are not permitted.

7.8 Garage Design and Location

- 7.8.1** It is encouraged that garage placement follow the 386 Beaverbrook recommended garage layout plan. This allows for increased lines of sight, and longer view lines through the development, and the illusion of larger yard space by placing garages side to side instead of randomly without plan. Garage setback requirements are to be governed by City of Winnipeg Zoning Bylaws. SEE APPENDIX A
- 7.8.2** Garage doors should face the alley and be parallel with the direction of the alley.
- 7.8.3** Open carports are permitted for vehicle storage only.
- 7.8.4** Driveway and garage access is by alley only. Maximum width of driveway is 24'.

- 7.8.5 Maximum size of garage permitted is 24' wide x 24' deep, or smaller as dictated by maximum allowed size by City of Winnipeg Zoning Bylaws.
- 7.8.6 Driveway and garage construction should be concurrent with main dwelling construction.

7.9 Additional Design Requirements

- 7.9.1 Trim boards are encouraged around all window and door frames. Modern style trim with a maximum of 1 ½" face profile is encouraged.
- 7.9.2 Windows should be fixed, casement, double hung, awning, or combinations of the above, and are further encouraged to include details such as fixed mullion bars. Decorative muntin bars are discouraged.
- 7.9.3 Houses on corner lots may be required to have similar treatments on side elevations facing a street or alley. Consideration to side elevations on these lots is strongly encouraged.
- 7.9.4 A strong, visible and defined front or side entry is encouraged. Desired elements include large steps, porches, seating walls, large planters, or material demarcation. Where applicable, a porch or front entry cover is to be clad and roofed in a manner consistent with the front elevation of the house. Decorative window shutters will not be permitted.

8 SITE DESIGN

8.1 Setback Requirements

- 8.1.1 The minimum building setbacks as required by City of Winnipeg Zoning Bylaws shall apply.
- 8.1.2 Amalgamation of lots for the purpose of creating a larger house (beyond the Maximum Lot Coverage Percentage constraints of the largest lot within the amalgamation of lots) is not permitted. Maximum Lot Coverage Percentage constraints of the largest single lot within an amalgamated lot is established by City of Winnipeg Zoning Bylaws. Refer to 7.1.

8.2 Accessory Building Location

- 8.2.1 All accessory buildings must be located within the rear yard.

8.3 Accessory Building Materials

- 8.3.1 Accessory buildings must be constructed of the same materials, colour scheme and approximate roof pitch as the house.

8.4 Driveway and Front Walkway Material and Design

- 8.4.1 Permitted materials for driveway construction include interlocking pavers and cast-in-place concrete. Asphalt is not permitted.
- 8.4.2 Front walkways should be designed to be consistent with driveway material. No pre-cast slab paver walkways (for example: large precast concrete pavers) are permitted in front yard walkways.
- 8.4.3 No more than one driveway shall be constructed for each lot and the driveway shall not have more than one access to an alley. Driveways to frontage streets are not permitted.

8.5 Fencing

- 8.5.1 All fencing shall be constructed out of either cedar or treated lumber. Black vinyl coated chain link fencing will also be accepted in a rear yard, with a maximum height of 48". Other fencing materials may be approved by the Developer, or authorized designate if the design and materials are consistent with the overall design of the principal residential structure.
- 8.5.2 Fencing requirements as outlined by City of Winnipeg Zoning Bylaws shall apply.

8.6 Plant Materials and Landscape Architecture

- 8.6.1 Patios may be permitted in front or side yards, at the discretion of the Developer, or authorized designate if they are designed as unique entry features and enhance the character of the property.
- 8.6.2 All swimming pools, decks, patios, and related hard surface landscape architecture must be located in the side or rear of each lot and depending on approved house design and lot layout, must be screened from public view and from street side. Requirements as outlined by City of Winnipeg Zoning Bylaws shall apply.
- 8.6.3 As a minimum, requirements for planting will adhere to required City of Winnipeg Zoning Bylaws, with the exception that minimum caliper size for deciduous trees is to be 3", and minimum height for coniferous trees is to be 7'. All planting shall be complete within 18 months of City of Winnipeg building permit date.

9 DEVELOPER LIABILITY

- 9.1 Nothing herein contained shall be construed or implied as imposing on the Developer any liability in the event of noncompliance with or non-fulfillment of any of the covenants, conditions, or stipulations herein contained, or contained in any conveyance or other agreement pertaining to any of the lots.
- 9.2 Nothing contained in these requirements shall be construed as imposing any liability upon the Developer or the owner for damage resulting from structural defects in any structure erected on any lot with approval nor any responsibility in connection with the site selected for any structure by any owner nor for the determination of lot boundaries.
- 9.3 Neither the Developer or owner/builder, nor any of their respective agents, servants and employees shall be liable for any or all loss, costs, liabilities, claims, damages or injury to any person arising out of:
- 9.3.1 the approval or deemed approval of any building plans, or
 - 9.3.2 a failure to enforce any of the provisions herein contained; and whether caused by the negligence or wilful act of the Developer or owner/builder, Developer or any of their respective agents, servants or employees or otherwise (herein collectively called the "Liabilities"). Each of the owners of the lots from time to time hereby releases jointly and severally the Developer, owner/builder and each of their respective agents, servants and employees, in respect to the Liabilities.

10 EXPIRATION DATE OF 386 BEAVERBROOK ARCHITECTURAL CONTROL GUIDELINES

- 10.1 The Architectural Control Guidelines as outlined in this document are to convey with the resale of property and hold true on the property for 10 years past the date of signature below.
- 10.2 Any additions or alterations to the principal residential structure, or any other structure or landscape structure (including fencing) within 10 years of the signature date below must be resubmitted, with fee, for approval.

11 ACCEPTANCE

Lot: _____ Block: _____ Plan: _____

Dated this _____ day of _____, 20_____.

Witness _____ Purchaser/s _____

APPENDIX A:

386 Beaverbrook recommended garage locations

APPENDIX B:

LIST OF RECOMMENDED ARCHITECTS

-Peter Sampson Architecture Studio

-David Penner Architect

-DIN Projects

-BLDG

-1x1 Architecture

-Sputnik Architecture

-5468796 Architecture

-Syverson : Monteyne Architecture

APPENDIX C:

LIST OF RECOMMENDED BUILDERS



386 BEAVERBROOK
Recommended Garage Locations

APPENDIX A

SCHEDULE "C"
TO THE 386 BEAVERBROOK NEIGHBOURHOOD LOT SALE AGREEMENT
RESTRICTIVE COVENANT AGREEMENT

RESTRICTIVE COVENANT AGREEMENT

THIS AGREEMENT is made, in duplicate, as of the ____ day of _____, 20__.

B E T W E E N:

6745394 MANITOBA LTD.,

(the "**Grantee**"),

- and -

(the "**Grantor**").

WHEREAS:

- A. The Grantor is or is entitled to be the registered owner of the land legally described as follows:

Lot ___, Block ___, Plan ___ WLTO
(Deposit No. 1198-2014)

(the "**Servient Tenement**");
- B. The Grantee is the registered owner of the land legally described as follows:

Lot ___, Block ___, Plan ___ WLTO
(Deposit No. 1198-2014)

(the "**Dominant Tenement**");
- C. The restrictions imposed herein will benefit or enhance the value of the Dominant Tenement and burden the Servient Tenement.

NOW THEREFORE in consideration of the sum of \$10.00 and other good and valuable consideration (the sufficiency and receipt of which is hereby acknowledged by the Grantor) the Grantor hereby grants, declares, establishes, imposes and annexes to the Dominant Tenement the stipulations, restrictions and provisions as hereinafter provided, such stipulations, restrictions and provisions to be enforced and to run with

the Dominant Tenement and Servient Tenement and be binding upon the owners of the Servient Tenement and all persons claiming by, through or under them:

1. The Servient Tenement or any part thereof shall not be used for any purpose, other than:
 - a) a community use recreational facility with public green space in keeping with the community character;
 - b) a community use facility such as a day care or senior centre/housing (to include adequate parking and the maintenance of some public green space in keeping with community character); and
 - c) single-family residential detached dwellings (to include the maintenance of some public green space in keeping with community character).
2. The Grantor further covenants that, in the event of its making any disposition whatsoever of the Servient Tenement, or any part thereof it shall include as part of the contract therefor, that:
 - a) In the instrument effecting the disposition or in any separate agreement, the Grantor shall include the same form of covenant as is contained in Clause 1 hereof, to be observed and performed by the person or persons, firm or corporation (hereinafter called the "**Transferee**") to whom the disposition is made, and will exact and obtain from any Transferee the execution of an agreement containing the said covenant; and
 - b) In the instrument effecting the disposition or in any separate agreement, it will include a covenant that the Transferee will exact and obtain from any further or future Transferee to whom a disposition of the Servient Tenement, or any part thereof, is made, a covenant which is in the same form as the covenant contained in Clause 1 hereof, before a further disposition of the said lands is made, and so on from time to time in respect of any subsequent disposition or dispositions during the operation of this Agreement.
3. The Grantor as the owner of the Servient Tenement, hereby grants to the Grantee for the benefit of and appurtenant to the Dominant Tenement, for the use and enjoyment of the Grantee and its successors and assigns the covenant contained in Clause 1 hereof which will be annexed to and run with the lands.
4. In the event of breach or threatened breach of this Agreement only the party who is the owner of the land affected by such breach or threatened breach shall be entitled to institute proceedings for full and adequate relief from the consequences of such breach. The unsuccessful party in any action shall pay to the prevailing party all legal fees of the prevailing party on a solicitor and its own

client basis together with all disbursements, which shall be deemed to have accrued on the commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

5. The Grantee and the Grantor shall each be bound by this agreement only while it is the owner of the lands subject to this Agreement and shall thereafter be released from any obligations, liabilities or responsibilities, except those obligations, liabilities or responsibilities that accrue during the time that it was an owner of its land.
6. If any term or provision hereof shall be judged invalid or unenforceable, the same shall be severable herefrom and be ineffective to the extent of such invalidity or unenforceability but shall not affect the validity or enforceability of any other term or provision of this Agreement or constitute any cause of action in favour of either party as against another.
7. The restrictions, benefits, covenants and obligations hereunder shall create mutual benefits and servitude upon the Dominant Tenement and the Servient Tenement running with the land. This Agreement shall bind and enure to the benefit of the parties hereto, their respective heirs, executors, administrators, personal representatives, tenants, successors, and/or assigns including successors in title.
8. Nothing herein contained shall be deemed to be a gift or dedication of any lands to the general public or for any public purposes whatsoever, it being the intention of the parties hereto that this Agreement shall be strictly limited to and for the purposes herein expressed.
9. It is agreed that once this document is fully executed and delivered it contains the entire Agreement between the parties hereto and that, in executing it, the parties do not rely upon any statement, promise or representation not herein expressed. This document once executed and delivered shall not be modified, changed or altered in any respect except by a writing executed and delivered in the same manner as required for this document.

[The balance of this page left intentionally blank.]

10. All notices, requests, demands or other communications required or permitted to be given by any party to another pursuant to this Agreement shall be given in writing and delivered by personal service or pre-paid registered mail, addressed as applicable as follows:

The Grantor:

Name: _____
Address: _____

The Grantee:

6745394 Manitoba Ltd.
540-B Roseberry Street
Winnipeg, Manitoba
R3H 0T1

IN WITNESS WHEREOF the parties have executed this agreement as of the day and date first above written.

6745394 MANITOBA LTD.

Per: _____

Per: _____

Per: _____

Name:
Title:

Per: _____

Name:
Title:

RESTRICTIVE COVENANT AGREEMENT

(Affecting 386 Beaverbrook Street, Winnipeg, Manitoba)

THIS AGREEMENT is made, in duplicate, as of the 10th day of January, 2014.

BETWEEN:

6745394 MANITOBA LTD.,

(the "Grantor"),

- and -

THE WINNIPEG SCHOOL DIVISION,

(the "Grantee").

WHEREAS:

- A. The Grantor is or is entitled to be the registered owner of 386 Beaverbrook Street, in Winnipeg, Manitoba, legally described as follows:

Title No. 1194992/1

SP Lot 1 Plan 26077 WLTO
in RL 58 and 59 Parish of St Boniface

Title No. 2657167/1

All those portions of River Lots 58 and 59 Parish of St. Boniface bounded as follows: on the north by the southern limit of Public Lane Plan No. 2483 WLTO, on the east by the western limit of SP Lot 2 Plan No. 26077 WLTO, on the south by the northern limit of Grosvenor Avenue, (formerly Haskins Avenue) Plan 2843 WLTO and on the west by the eastern limit of SP Lot 1 Plan 26077 WLTO

Title No. 1194995/1

SP Lot 2 Plan 26077 WLTO
in RL 58 and 59 Parish of St Boniface

(the "Servient Tenement");

- B. The Grantee is the registered owner of 300 Carpathia Road, in Winnipeg, legally described as follows:

Firstly; Lots 1 to 17 and Lots 24 to 34 Block 20 Plan 1374 WLTO in RL 60 to 63 Parish of St Boniface and in RL 1 and 2 Parish of St Charles
Secondly: All those portions of said Lots 61 and 62 Parish of St Boniface shown as Public Lanes on said Plan 1374 WLTO (now closed) and shown green on Plan 5698 WLTO which lie to the South of the straight production Ely of the Southern limit of Lot 18 in said Block 20 Plan 1374 WLTO.

(the "Dominant Tenement");

- C. The restrictions imposed herein will benefit or enhance the value of the Dominant Tenement and burden the Servient Tenement.

NOW THEREFORE In consideration of the sum of \$10.00 and other good and valuable consideration (the sufficiency and receipt of which is hereby acknowledged by the Grantor) the Grantor hereby grants, declares, establishes, imposes and annexes to the Dominant Tenement the stipulations, restrictions and provisions as hereinafter provided, such stipulations, restrictions and provisions to be enforced and to run with the Dominant Tenement and Servient Tenement and be binding upon the owners of the Servient Tenement and all persons claiming by, through or under them:

1. The Servient Tenement or any part thereof shall not be used for any purpose, other than:
 - a) a community use recreational facility with public green space in keeping with the community character;
 - b) a community use facility such as a day care or senior centre/housing (to include adequate parking and the maintenance of some public green space in keeping with community character); and
 - c) Single-family residential detached dwellings complying with the following requirements:
 - (i) The lots along Beaverbrook Street shall not be less than forty (40) feet in width and one hundred (100) feet in depth;

- (ii) The average minimum lot area on the Servient Tenement shall be four thousand (4,000) sq. ft.; and
- (iii) Subject to subparagraphs 1 (c) (i) and (ii) above, the Servient Tenement shall only be developed to meet or exceed the minimum requirements of R1-M zoning;

provided that, in any development of the Servient Tenement, the developer thereof shall also use its reasonable commercial efforts to include some public green space in keeping with the community character.

2. The Grantor further covenants that, in the event of its making any disposition whatsoever of the Servient Tenement, or any part thereof it shall include as part of the contract therefor, that:
 - a) In the instrument effecting the disposition or in any separate agreement, the Grantor shall include the same form of covenant as is contained in Clause 1 hereof, to be observed and performed by the person or persons, firm or corporation (hereinafter called the "Transferee") to whom the disposition is made, and will exact and obtain from any Transferee the execution of an agreement containing the said covenant; and
 - b) In the instrument effecting the disposition or in any separate agreement, it will include a covenant that the Transferee will exact and obtain from any further or future Transferee to whom a disposition of the Servient Tenement, or any part thereof, is made, a covenant which is in the same form as the covenant contained in Clause 1 hereof, before a further disposition of the said lands is made, and so on from time to time in respect of any subsequent disposition or dispositions during the operation of this Agreement.
3. The Grantor as the owner of the Servient Tenement, hereby grants to the Grantee for the benefit of and appurtenant to the Dominant Tenement, for the use and enjoyment of the Grantee and its successors and assigns the covenant contained in Clause 1 hereof which will be annexed to and run with the lands.
4. In the event of breach or threatened breach of this Agreement only the party who is the owner of the land affected by such breach or threatened breach shall be entitled to institute proceedings for full and adequate relief from the consequences of such breach. The unsuccessful party in any action shall pay to the prevailing party all legal fees of the prevailing party on a solicitor and its own client basis together with all disbursements, which shall be deemed to have accrued on the commencement of

such action and shall be enforceable whether or not such action is prosecuted to judgment.

5. The Grantee and the Grantor shall each be bound by this agreement only while it is the owner of the lands subject to this Agreement and shall thereafter be released from any obligations, liabilities or responsibilities, except those obligations, liabilities or responsibilities that accrue during the time that it was an owner of its land.
6. If any term or provision hereof shall be judged invalid or unenforceable, the same shall be severable herefrom and be ineffective to the extent of such invalidity or unenforceability but shall not affect the validity or enforceability of any other term or provision of this Agreement or constitute any cause of action in favour of either party as against another.
7. The restrictions, benefits, covenants and obligations hereunder shall create mutual benefits and servitude upon the Dominant Tenement and the Servient Tenement running with the land. This Agreement shall bind and enure to the benefit of the parties hereto, their respective heirs, executors, administrators, personal representatives, tenants, successors, and/or assigns including successors in title.
8. Nothing herein contained shall be deemed to be a gift or dedication of any lands to the general public or for any public purposes whatsoever, it being the intention of the parties hereto that this Agreement shall be strictly limited to and for the purposes herein expressed.
9. It is agreed that once this document is fully executed and delivered it contains the entire Agreement between the parties hereto and that, in executing it, the parties do not rely upon any statement, promise or representation not herein expressed. This document once executed and delivered shall not be modified, changed or altered in any respect except by a writing executed and delivered in the same manner as required for this document.
10. All notices, requests, demands or other communications required or permitted to be given by any party to another pursuant to this Agreement shall be given in writing and delivered by personal service or pre-paid registered mail, addressed as applicable as follows:

The Grantee:

The Winnipeg School Division
1577 Wall Street East
Winnipeg, Manitoba

R3E 2S5
Attention: Mr. Rene Appelmans
Secretary-Treasurer

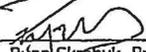
The Grantor:

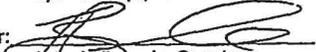
6745394 MANITOBA LTD.
540-B Roseberry Street
Winnipeg, Manitoba
R3H 0T1
Attention: Mr. Ryan Skrabyk, President

- 11. Notwithstanding the foregoing, the Grantor and the Grantee acknowledge that the City of Winnipeg may require a cash payment for Dedication in lieu of a green space payment for Dedication. In the event the City of Winnipeg requires a cash payment for Dedication, the Grantor and the Grantee agree that the Grantor, the Grantor's assigns, or any person or persons, firm or corporation, to whom the Grantor may make a disposition to, shall not be bound to include the maintenance of or include some public green space in keeping with community character if using the Servient Tenement for, a community use facility (as described in subparagraph 1(b) hereof) or single family residential detached dwellings (as described in subparagraph 1 (c) hereof), nor shall the statements "include the maintenance of some public green space in keeping with community character" and "include some public green space in keeping with the community character" be deemed to run with the lands.

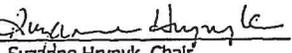
IN WITNESS WHEREOF the parties have executed this agreement as of the day and date first above written.

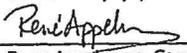
6745394 MANITOBA LTD.

Per: 
Ryan Skrabyk, President

Per: 
Antonio Bagnulo, Secretary

THE WINNIPEG SCHOOL DIVISION

Per: 
Suzanne Hrynyk, Chair

Per: 
Rene Appelmans, Secretary-Treasurer

7. IMPORTANT NOTICES

By virtue of section 194 of *The Real Property Act*, any statement set out in this document and signed by the party making the statement has the same effect and validity as an oath, affidavit, affirmation or statutory declaration given pursuant to *The Evidence Act*.

SINGULAR INCLUDES PLURAL AND VICE VERSA WHERE APPLICABLE. In this document "I" or "me" is to be read as including all caveators whether individual or corporate.

8. INSTRUMENT PRESENTED FOR REGISTRATION BY (include address, postal code, contact person and phone number)

Pitblado LLP, 2500 - 360 Main Street, Winnipeg, Manitoba, R3C 4H6 Ph: 204-956-0560
ATTN: Jason Bryk

LAND TITLES OFFICE USE ONLY			
SEE ATTACHED LETTER/FAX/ADDITIONAL EVIDENCE FOR BOX(ES) _____			
Set for acceptance	<input checked="" type="checkbox"/>	PAPER TITLE JAN 14 2014 LAND TITLES OFFICE WINNIPEG, MB	Fee <u>420-</u>
Examined by:	<input checked="" type="checkbox"/>		Fee adjustment _____
Fees checked	<input checked="" type="checkbox"/>		<input type="checkbox"/> Extra Fee <input type="checkbox"/> Refund
			Registration No. <u>4447287-1.1</u>

1. CAVEATOR(S) (full legal name and address for service)
 THE WINNIPEG SCHOOL DIVISION
 1577 Walt Street East, Winnipeg, Manitoba, R3E 2S5

claim(s) an interest in the following land or mortgage, and forbids the registration of any instrument affecting the interest unless such instrument be expressed to be subject to their claim.

2. ESTATE OR INTEREST IN LAND CLAIMED (please specify)

- Easement (you must specify both dominant and servient lands in Box 4)
- Statutory Easement (the agreement must be attached)
- Agreement for Sale of Land
- Unregistered Transfer of Land
- Equitable Mortgage / Unregistered Mortgage
- Option to Purchase
- Unpaid Vendor's Lien
- Development Agreement pursuant to either *The Planning Act* or *The City of Winnipeg Charter* (if the Development Agreement is pursuant to *The Planning Act*, it must be attached)
- Restrictive Covenant (you must specify both the restricted and the benefiting lands in Box 4) /
- Building Scheme/Development Scheme (you must specify both the lands affected by and benefiting from the scheme in Box 4)
- Beneficial Interest under a Trust
- Reversionary Right/Determinable Fee Simple
- Conservation Agreement
- Lease. Expiry of term and all renewals (YYYY/MM/DD): ____/____/____
- Petroleum and Natural Gas Lease.
 Expiry of term and all renewals (YYYY/MM/DD): ____/____/____
 Other expiry details: _____
- Other (specify): _____

see schedule

3. BASIS FOR CLAIM

a Restrictive Covenant Agreement between 6745394 MANITOBA LTD., as Grantor, and THE WINNIPEG SCHOOL DIVISION, as Grantee, made as of the 10th day of January, 2014, a true copy of which is attached hereto

see schedule A

4. LAND DESCRIPTION

Servient Tenement (Restricted): Title Nos. 1194992/1, 1194995/1 and 2657167/1

Dominant Tenement (Benefiting Lands): Title No. 794985

2705285/1, 2705287/1, 2705288/1

TITLE NO.(S) AS LISTED ABOVE MORTGAGE/ENCUMBRANCE NO.(S)

see schedule B

5. NAME OF REGISTERED OWNER(S) WHOSE INTEREST(S) IS(ARE) AFFECTED
 6745394 MANITOBA LTD.

6. EVIDENCE OF CAVEATOR(S)

(strike out inappropriate statement(s) and sign below:)

see schedule

1. THE WINNIPEG SCHOOL DIVISION is I am (the agent of) the caveator(s) and the statements made in this caveat are true in substance and in fact.
2. I personally believe that the within caveator(s) (has/have) a good and valid claim upon the within land.
3. This caveat is not filed for the purpose of delaying or embarrassing any person.
4. This caveat is not being filed for the purpose of giving notice of a disposition that is prohibited by section 4 of *The Homesteads Act*.
5. The registration of this instrument does not contravene the provisions of *The Farm Lands Ownership Act* because:
 - (a) ~~The interest being claimed is not claimed pursuant to a purchase, an option, a lease or a loan.~~
 - (b) ~~The within land is not farm land as defined in *The Farm Lands Ownership Act*.~~
 - (c) The interest in the farm land is being claimed pursuant to a bona fide debt obligation.
 - (d) ~~Other (specify section of *The Farm Lands Ownership Act*):~~

Particulars: THE WINNIPEG SCHOOL DIVISION

Per: Suzanne Hrynyk 2014/01/07
 name of caveator or agent signature date (YYYY/MM/DD)
 Per: Rene Appel 2014/01/07
 name of caveator or agent signature date (YYYY/MM/DD)

ADDITIONAL INFORMATION

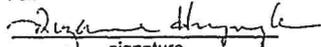
Page 1 of 1 pages

SCHEDULE A
(insert letter)

RESTRICTIVE COVENANT AGREEMENT BETWEEN 6745394 MANITOBA LTD., as Grantor, and
THE WINNIPEG SCHOOL DIVISION, as Grantee, made as of the 10th day of January, 2014

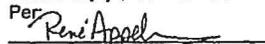
This Schedule forms part of a Caveat _____ (insert instrument type),
dated January 7, 2014, (insert date of that instrument)
from THE WINNIPEG SCHOOL DIVISION
to 6745394 MANITOBA LTD.

THE WINNIPEG SCHOOL DIVISION
Per.


signature

Suzanne Hrynyk, Chair of the Board

Per.


signature

Rene Appelmans, Secretary-Treasurer

IMPORTANT NOTICES

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The date at the bottom of this schedule must be the same as the execution date of the instrument that it forms a part of.

ADDITIONAL INFORMATION

SCHEDULE B
(insert letter)

4. LAND DESCRIPTION

Servient Tenement (Restricted):

Title No. 1194992/1: SP LOT 1 PLAN 26077 WLTO IN RL 58 AND 59 PARISH OF ST BONIFACE

Title No. 1194995/1: SP LOT 2 PLAN 26077 WLTO IN RL 58 AND 59 PARISH OF ST BONIFACE

Title No. 2657167/1: ALL THOSE PORTIONS OF RIVER LOTS 58 AND 59 PARISH OF ST. BONIFACE BOUNDED AS FOLLOWS: ON THE NORTH BY THE SOUTHERN LIMIT OF PUBLIC LANE PLAN 2843 WLTO, ON THE EAST BY THE WESTERN LIMIT OF SP LOT 2 PLAN 26077 WLTO, ON THE SOUTH BY THE NORTHERN LIMIT OF GROSVENOR AVENUE, (FORMERLY HASKINS AVENUE) PLAN 2843 WLTO AND ON THE WEST BY THE EASTERN LIMIT OF SP LOT 1 PLAN 26077 WLTO

Dominant Tenement (Benefitting Lands):

Title No. 794985: FIRSTLY: LOTS 1 TO 17 AND LOTS 24 TO 34 BLOCK 20 PLAN 1374 WLTO IN RL 60 TO 63 PARISH OF ST BONIFACE AND IN RL 1 AND 2 PARISH OF ST CHARLES
SECONDLY: ALL THOSE PORTIONS OF SAID LOTS 61 AND 62 PARISH OF ST BONIFACE SHOWN AS PUBLIC LANES ON SAID PLAN 1374 WLTO (NOW CLOSED) AND SHOWN GREEN ON PLAN 5698 WLTO WHICH LIE TO THE SOUTH OF THE STRAIGHT PRODUCTION ELY OF THE SOUTHERN LIMIT OF LOT 18 IN SAID BLOCK 20 PLAN 1374 WLTO

This Schedule forms part of a Caveat (insert instrument type),

dated January 7, 2014, (insert date of that instrument)

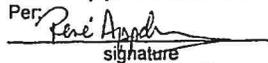
from THE WINNIPEG SCHOOL DIVISION

to 6745394 MANITOBA LTD.

THE WINNIPEG SCHOOL DIVISION
Per:


signature

Suzanne Hrynyk, Chair of the Board

Per: 
signature

Rene Appelmans, Secretary-Treasurer

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