

RURAL MUNICIPALITY OF MORRIS

BY-LAW NO. 1308/85

BEING a By-law authorizing the execution of an agreement between the R. M. of Morris and Rosenort Development Corporation.

WHEREAS the Rosenort Development Corporation wishes to subdivide a portion of land in Rosenort into residential lots;

AND WHEREAS the Council of the Rural Municipality of Morris is of the opinion that a development agreement should be entered into prior to the development of the property involved;

AND WHEREAS the property which is to be developed is located in Block 6, Plan 15124 in Rosenort, Manitoba;


AND WHEREAS a Development Agreement has been negotiated between the Rural Municipality of Morris and the Rosenort Development Corporation;

THEREFORE BE IT RESOLVED that the Rural Municipality of Morris, in Council duly assembled, enacts as follows:

1. That the Rural Municipality of Morris does now authorize the entering into a development agreement with Rosenort Development Corporation and that the development agreement shall be considered as Schedule "A" to this By-law.
2. That the Reeve and the Secretary-Treasurer are hereby authorized to sign all necessary documents on behalf of the municipality in order to complete this agreement.

DONE AND PASSED in open Council of the Rural Municipality of Morris duly assembled this 11th day of July, 1985


Reeve


Secretary-Treasurer.

Read a first time on the 11th day of July ,
Read a second time on the 11th day of July ,
Read a third time on the 11th day of July ,

THIS AGREEMENT made, in duplicate, this 11th day of July A.D., 1985:

BETWEEN:

THE RURAL MUNICIPALITY OF MORRIS
(hereinafter called the Municipality)

OF THE FIRST PART,

- AND -

ROSENORT DEVELOPMENT CORPORATION LIMITED
(hereinafter called the 'Developer')

OF THE SECOND PART,

WHEREAS, the Developer is the beneficial owner of certain lands located within the Rural Municipality of Morris as described in Schedule "A" hereto and outlined in red on the plan attached as Schedule "B" hereto, which lands are described as the "Planned Area";

AND WHEREAS the Developer proposed to develop the said lands for residential purposes;

NOW, THEREFORE, THIS AGREEMENT WITNESSETH that in consideration of the premises and the mutual covenants herein contained, and for other good and valuable consideration (the receipt and sufficiency whereof is hereby acknowledged by all of the parties hereto) the parties hereto covenant and agree as follows:

1. For the purpose of this Agreement, the following definitions shall apply:

"Engineer" shall mean the engineer appointed by the Developer as its consulting engineer for the purposes of this Agreement.

"Planned Area" shall mean the lands described in Schedule "A" hereto and outlined in red on the plan attached as Schedule "B" hereto.

"Street or Streets" shall include all highways, roads, lanes, avenues, thoroughfares and ways of public nature, and also includes sidewalks, parks, public squares and other public places unless the contrary is stated.

"Costs" shall be the capital cost and engineering cost for services outside the "planned area" and the Developer's lands.

2. The agreement between the parties hereto shall consist of the following:

- a) This agreement consisting of 13 pages;
- b) Schedule "A" - legal description of the "Planned Area";
- c) The proposed overall plan of the "planned area" as Schedule "B" hereto;
- d) The proposed overall plan for the installation of sanitary sewer services, water services, streets, and drainage ditches in the "planned area" being Schedule "C" hereto;
- e) The proposed overall plan for the land elevations and site elevations within the "planned area" being

Schedule "D" hereto;

f) The proposed overall plan for the installation of sewer mains and water mains in the planned area and on land outside the "planned area" being Schedule "E" hereto;

g) The general specifications of the proposed sewers, water mains, roadways and drainage being Schedule "F" hereto;

h) A Manitoba Hydro plan, being Schedule "G";

i) Any variations in, additions, or deletions from this Agreement or the plans and specifications, profiles, and drawings, which the parties hereto may agree upon from time to time and which shall be confirmed by both parties in writing, all of which shall be binding upon the parties hereto as fully and to the same extent as those now incorporated herein.

3. Installation of Municipal Services

A) The Developer covenants and agrees to construct, install and complete in a good and workmanlike manner and in accordance with the plans and specifications to be supplied by the engineer and at the Developer's expense:

i) All water mains complete with hydrants, valves and other accessories in the planned area which services are generally set out in Schedule "C" hereto;

ii) All sanitary sewers complete with valves and other accessories in the "planned area" which services are generally set out in Schedule "C" hereto;

iii) Ornamental street lights in a manner acceptable to the Municipality being installed within one year of the signing of this Agreement;

iv) Permanent street-name signs at the intersection of each street and traffic control signs as required by the Municipality within the "planned area" within one year of the signing of this Agreement; and

v) The clearing of all lots and/or building sites within the "planned area" so as to provide for a clean and tidy and workmanlike manner upon the completion of construction and to provide further that subsequent purchasers grade the lots in accordance with the specifications set out in Schedule "D" hereto;

vi) Sewerage connections and water connections in accordance with the plans and specifications and in particular for sewerage and water services to each lot within the "planned area"; the Developer shall further notify each prospective purchaser that any sewerage or water connection must be completed in accordance with the specifications of the Engineer and connected to the sewerage and water systems, subject to supervision and inspection by the Municipality;

vii) Streets and roadways as more particularly set forth in Schedule "C" hereto, and the surface drainage ditches as more particularly set forth in Schedule "C" hereto and in accordance with specifications set forth in Schedule "F" hereto, which said construction and completion shall take place as soon as practically possible after the completion by the Developer of the construction and installation of the sanitary sewerage and water main systems, valves and accessories as more particularly set forth in clause (i) and (ii) hereof being installed and completed within two years of

signing of this Agreement. The road grade to be completed within one year.

viii) All approaches to lots within Schedule "B" shall be surfaced with a gravel base, as a minimum, and to the standards required by the municipal engineer.

B.

i) All municipal services referred to in this Agreement which the Developer is required to install pursuant to the terms hereof, shall become the property of the Municipality of the Provincial Crown of Manitoba Hydro or Manitoba Telephone System as the case may be, without any cost to any of the aforesaid parties, upon the certification by the engineer that such work has been properly installed and completed; and,

ii) The Developer guaranteed the services constructed or installed by it against faulty workmanship or defective materials for a period of Twelve (12) months after the date of certification by the engineer.

C. The "planned area" may be developed in a minimum of two phases by the Developer. For each phase, the following services and facilities will be provided by the Developer:

i) The land drainage system, street grade and gravel travel surface will be completed to the satisfaction of the engineer.

ii) The gravel travel surface for each new road

created shall consist of 80 yards of gravel applied as follows: 40 yards initially and the remaining 40 yards applied in two 20 yard lifts as required by Council.

iii) Installation of sewer system and water services as per the Engineer's specifications.

iv) The Developer will be responsible for sewer and water service extensions from Spruce Crescent along Canola Drive to the "planned area".

D. The first phase of the subdivision will consist of street named Poplar; the second phase of the subdivision shall consist of street named Oak, unless otherwise altered by mutual consent of the Municipality and the Developer.

E. It is understood and agreed that only lots which are fully serviced as outlined generally in "C" above may be sold as residential building sites.

F. The municipality, at its own expense, will be responsible for completing the sewer and water connections from the "planned area" along Canola Drive to PR 205 at such time as it may consider this work to be necessary and desirable.

G. The Developer undertakes and agrees to be responsible for the relocation of any hydro poles, lines, cables or other appurtenances of the Manitoba Hydro or Manitoba Telephone System or any other service or utility which it may be necessary to locate or relocate as a result of the within Agreement and development.

H. The Developer shall support a local improvement district initiated by the Municipality for the water and sewage district and shall not object to the local improvement by petitioning against same.

I. The Municipality covenants and agrees to adequately maintain the said water and sewage lines, streets, roadways and surface drainage ditches, after constructed and certified by the engineer to the normal maintenance standards of the Municipality and the Developer shall provide to the Municipality six (6) sets of as-built drawings.

4.

A. The developer undertakes and agrees to indemnify and save harmless the Municipality from and against all claims for damages arising from the installation of all municipal services referred to in this Agreement during the course of construction thereof, and until this construction has been accepted by the Municipality in accordance with the provisions of this Agreement, together with all costs, charges and expenses arising by reason of, or in connection with, such claims which may arise as a result of the performance of the terms of the within Agreement. It is further understood and agreed between the parties hereto that upon the Municipality entering into this Agreement, it shall not be liable in any manner whatsoever to the Developer dealing with any aspect of the proposed development other than as set out herein.

B. It is further understood and agreed between the parties hereto that the Developer shall indemnify and save harmless the Municipality from all claims, demands, or proceeds relating to any claim under the Mechanic's

Lein Act and the Builder's and Workmen's Act for labour, material or work relating to the construction and installation of the municipal services herein.

5. Any driveways to permit access to lots within the "planned area" to be installed by the homeowner shall be done so by means of the installation of a steel culvert as supplied by the Rosenort U.V.D. at a grade elevation specified by the Rosenort U.V.D., together with a crossing from the street to each site which shall be constructed in accordance with the directions and specifications given by the Rosenort U.V.D.

6. The developer undertakes to carry and provide comprehensive general liability insurance in an amount not less than Two Hundred Thousand (\$200,000.00) Dollars which policy of insurance shall be provided by a recognized private insurance corporation or public insurance corporation and the Municipality shall be one of the named insureds in the policy of insurance. The cost of the insurance premiums is to be borne by the Developer and the insurance is to remain in full force and effect until the twelve month period referred to in Article 3.B(ii) has expired.

7. Arbitration

A. In the event that a dispute arises between the parties hereto as to any aspect of this Agreement, then such 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 Municipality, one to be appointed by the Developer and the third to be chosen by the first two arbitrators; and

B. In the event that the first two arbitrators fail to agree upon a 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.

8. The Developer undertakes and agrees to have this within agreement registered by means of a caveat filed by the Municipality in the Winnipeg Land Titles Office against the real property described in Schedule "A" hereto. It is understood and agreed between the parties hereto that any subsequent purchaser of the above described lands shall be bound by the provisions of this Agreement and such purchaser may be required by the Municipality to enter into an Agreement with the Municipality whereby such purchaser is bound by the terms and conditions of this Agreement.

9. It is further understood and agreed between the parties hereto that the following building restrictions shall apply within the "planned area":

i) No building shall be erected on the land other than one dwelling house. Said dwelling house to be used for single family requirements only.

ii) Not more than one driveway shall be constructed for each dwelling unit and the driveway shall not have more than one access to and from an abutting street and such access shall not be to and from more than one street within the "planned area".

iii) No dwelling unit shall be erected or stand upon

the lands or any part thereof which shall have a floor area exclusive of any porch, garage or breezeway, of less than the following number of square feet:

Bungalow - minimum area of house - 800 square feet
Split Level - minimum area of house - 1200 square feet
Bi-Level - minimum area of house - 1800 square feet
Two-storey - minimum area of house - 1800 square feet

OR

As specified in the R.M. of Morris Planning Scheme or any amending by-law which may be adopted from time to time, whichever is the greater of the two requirements.

For the purposes of this paragraph, floor area shall mean the floor area of the dwelling unit measured within the interior faces of the exterior walls of the dwelling unit. The floor area in the basement, porch and garage shall not be included in the calculation of the dwelling unit area.

iv) No building or erection of any kind shall be erected on the land unless the plans, specifications and locations thereof as indicated by a siting plan, including the distances from the front, side and rear limits shall have first submitted to, and the approval in writing by the Municipality or its building inspector has been obtained, and no such building or other erection shall be constructed or placed on lands otherwise than in conformity with such plans, specifications and site plans.

v) No excavation shall remain on the land except for the purpose of building on the same or for the

improvement of the gardens and grounds thereof.

vi) No building waste or other material of any kind shall be dumped or stored on the land except clean earth for the purpose of levelling in connection with the erection of a building thereof or the immediate improvement of the grounds.

vii) No animals other than household pets normally permitted in private homes in urban residential areas shall be kept upon the lands.

viii) Site building requirements shall be in accordance with the bulk regulations in force at the time of construction in the R.M. of Morris Planning Scheme or any amending By-law which may from time to time be adopted by the R.M. of Morris Council.

10. It is understood and agreed that the Developer shall be responsible for all costs incurred by the Manitoba Hydro or Manitoba Telephone System relating to the provision of services for hydro and/or telephone within the "planned area".

11. This Agreement shall enure to the benefit or and be binding upon the parties hereto, their respective successors and assigns, provided that no assignment of any part hereof shall be made except with the written approval of the Municipality.

12.

A. The Developer further undertakes and agrees to pay to the Municipality a sum of money equal to \$300.00 per lot.

Said payment shall be made in lieu of land dedication and frontage charges in effect at the date of this Agreement's execution by the parties, for municipal sewer and water services, inclusive of treatment plans, reservoirs, lagoons, trunk mains and force mains for the Village's sewer and water systems.

B. The above lot payment is due upon the sale of each lot. It is understood and agreed that the total lot payment for each stage must be completely paid not later than 36 months from the date of certification by the Engineer, notwithstanding that some lots may remain unsold at that time.

13. The Developer undertakes and agrees to petition the Municipality as the sole owner of the lands within the "planned area" pursuant to the provisions of Section 664 of the Municipal Act to create a local improvement district comprising all of the lands within the "planned area". It is further understood and agreed between parties hereto that upon the execution of this Agreement, all of the lands within the "planned area" shall be deemed to become part of the Rosenort Local Improvement District, a local improvement district and this will be deemed to be a petition therefor.

IN WITNESS WHEREOF, the parties hereto have caused their respective corporate seals to be hereunto affixed attested by the signatures of their respective proper officers in that behalf on the day and year first above mentioned.

THE RURAL MUNICIPALITY OF MORRIS

Per: *Don Reeve*
Reeve

Per: *J. M. Macaulay*
Secretary/Treasurer

SIGNED, SEALED &) ROSENORT DEVELOPMENT CORPORATION LTD.
DELIVERED IN THE)
PRESENCE OF:)

) *Don Reeve*
)
)
) *[Signature]*
)

