





TITLE: BY-LAW NO. 6922 TO REZONE PROPERTY LOCATED SOUTH OF SYCAMORE AVENUE, EAST OF TRACEY STREET, WEST OF 9TH STREET AND NORTH OF WOODLANDS DRIVE (PT. SW ¼ 11-10-19 WPM) FROM DR DEVELOPMENT RESERVE ZONE TO RSF RESIDENTIAL SINGLE FAMILY ZONE & PARKS AND RECREATION ZONE APPLICANT: VBJ DEVELOPMENTS LTD. OWNERS: JACOB JOHN & MARY ELIZABETH DRIEDGER			
PRESENTER: Steve McMillan	AGENDA NO:		
DEPARTMENT: City of Brandon Planning Department	DATE: November 25, 2008		
CLEARANCES: Senior Planner 	ATTACHMENTS: <ol style="list-style-type: none"> 1. Report (# of pages = 2) 2. Related Document (# of pages = 12) 3. Maps (# of pages = 3) 4. Development Agreement (# of pages = 9) 		
APPROVALS:			
 <hr/> General Manager of Development Services	Nov. 26, 2008 <hr/> Date	 <hr/> City Manager	Nov. 26/08 <hr/> Date

DISCUSSION:

VBJ Developments Ltd., applicant on behalf of the owners, Jacob John & Mary Elizabeth Driedger, is applying to rezone property located South of Sycamore Avenue, East of Tracey Street, West of 9th Street and North of Woodlands Drive (Pt. SW ¼ 11-10-19 WPM) from DR Development Reserve Zone to RSF Residential Single Family Zone and PR Parks and Recreation Zone to accommodate future residential development.

This site is currently designated as “Residential” under Map 1 (Urban Land Use) in the Brandon & Area Planning District Development Plan #78/01/04. The proposed development would conform to the current designation. The proposed zoning of the project blends well with the surrounding area with single family dwellings making up most of the surrounding neighbourhoods in the area. This will be the third and final phase in the Woodlands Development. A portion of land at the southern end of this subdivision will be developed as green space and will be added to the land previously zoned for green space in phase 1 of the Woodlands Development.

The subdivision application (4500-08-413) for Phase 3 of the Woodlands development was approved by City Council with conditions on August 18, 2008 and given conditional approval by the Brandon & Area Planning District Board on September 4, 2008.

As required under the provisions of the Planning Act, notice of a Public Hearing regarding this rezoning application was sent to owners of property within 100 metre of the subject property and advertised in the Brandon Sun Community News Edition on Thursday, October 30, 2008 and Thursday, November 6, 2008.

The Planning Commission held the public hearing on this rezoning application on Wednesday, November 19, 2008 and in accordance with Section 36 (2) of The Planning Act, please find attached:

- a) The minutes of the hearing
- b) The record of all presentations made at the hearing;
- c) The Planning Commission recommendations to City Council.

A copy of the draft development agreement is attached to this report and has been forwarded to the developer for review.

RECOMMENDATIONS:

That By-law No. 6922 to rezone property located South of Sycamore Avenue, East of Tracey Street, West of 9th Street and North of Woodlands Drive (Pt. SW ¼ 11-10-19 WPM) from DR Development Reserve Zone to RSF Residential Single Family Zone and PR Parks and Recreation Zone be read a second time;



and further, that third reading of the by-law be held in abeyance pending the execution of the development agreement between the City of Brandon and the owner/successor of the property attached to the report of the General Manager of Development Services dated November 25, 2008.

PLANNING COMMISSION MEETING

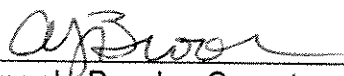
WEDNESDAY, NOVEMBER 19, 2008

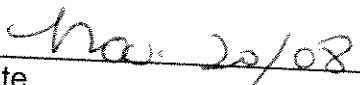
Re-Zoning Application

Property located south of Sycamore Ave., east of Tracey St., west of 9th St., and north of Woodlands Dr.
(Pt. SW ¼ 11-10-19 WPM)

NAME (Please print)	SIGNATURE	ADDRESS (Important that you fill this out)	TELEPHONE NO.
Steve McIntire		N/A	9-2112
LM Burgess			

I certify that the above individuals gave Representation at the City of Brandon Planning Commission Hearing for the Re-Zoning Application by VBJ Developments Ltd. for Property located south of Sycamore Ave., East of Tracey St., West of 9th St., & north of Woodlands Dr.


Angela Brooks, Secretary
Planning Commission


Date Nov 20/08

**MINUTES OF THE PLANNING COMMISSION MEETING HELD ON NOVEMBER 19,
2008 AT 7:30 P.M. IN THE COUNCIL CHAMBERS, CIVIC ADMINISTRATION BUILDING,
BRANDON, MANITOBA**

4. PUBLIC HEARINGS

a. Re-Zoning Application

Property located south of Sycamore Ave., east of Tracey St., west of 9th St., and north of Woodlands Dr. (Pt. SW ¼ 11-10-19 WPM)

Applicant: VBJ Developments Ltd.

Owner: Jacob John & Mary Elizabeth Driedger

Steve McMillan introduced the re-zoning application and gave an overview of the application. VBJ developments Ltd., applicant on behalf of the owners, Jacob John & Mary Elizabeth Driedger, is applying to rezone property located south of Sycamore Avenue, east of Tracey Street, west of 9th Street and north of Woodlands Drive (Pt. SW ¼ 11-10-19 WPM) from DR Development Reserve Zone to RSF Residential Single Family Zone and PR Parks and Recreation Zone to accommodate future residential development.

This site is currently designated as "Residential" under Map 1 (Urban Land Use) in the Brandon & Area Planning District Development Plan #78/01/04. The proposed development would conform to the current designation. The proposed zoning of the project blends well with the surrounding area with single family dwellings making up most of the surrounding neighbourhoods in the area. This will be the third and final phase in the Woodlands Development. A portion of land in the south end of the subdivision will be developed as green space and will be added to the land previously zoned for green space in phase 1 of the Woodlands Development.

The subdivision application (4500-08-413) for Phase 3 of the Woodlands development was approved by City of Brandon Council (with conditions) on August 18th, 2008 and given Conditional Approval by the Brandon & Area Planning District Board on September 4th, 2008.

A joint use easement agreement between Manitoba Hydro, MTS and Westman Communications has already been made a requirement under subdivision application (4500-08-413) for this development. However, the utilities have still replied with their generic statement that any removal or relocation of existing facilities will be at the developer's expense.

The Brandon School Division has indicated that they have no comment or concerns since their requirements have been met under subdivision application (4500-08-413) for this development.

The Engineering Department has indicated that a development agreement will be required to be executed between the City of Brandon and the owner/successor as per section 150 of the Planning Act prior to 3rd Reading of the By-law being given.

As required under the provisions of the Planning Act, notice of this Public Hearing regarding this rezoning application was sent to owners of property within 100 metres (328 feet) of the subject property and advertised in the Brandon Sun Community News Edition on Thursday, October 30th, and Thursday, November 6th, 2008. The application was also referred to the Development Review Committee for comments. The Development Review Committee has indicated that a Development Agreement is required.

To date, the Development Services Division has not received representation in favor of or in opposition to this application.

The commission asked if there were any conditions that were to be carried over into Phase 3. Mr. McMillan stated that all of the requirements have been looked after.

The applicant, Mr. Raymond Burgess stated that he is representing VBJ Developments Ltd. and asked if the commission had any questions for him of which there were none.

2008-195

Prokopchuk-Boivin

That the Public Hearing with respect to the above noted application be concluded.
CARRIED.

2008-196

Sumner-Prokopchuk

That the Planning Commission recommend By-law No. 6922 to rezone property located South of Sycamore Drive, East of Tracey Street, West of 9th Street and North of Woodlands Drive (Pt. SW ¼ 11-10-19 WPM) from DR Development Reserve Zone to RSF Residential Single Family Zone and PR Parks & Recreation Zone be read a second time,

and further, that Brandon City Council hold third reading in abeyance pending the execution of a development agreement between the City of Brandon and the owner/successor pursuant to Section 150 of the Planning Act.
CARRIED.



BRANDON & AREA PLANNING DISTRICT

421 - 9th Street • Brandon, Manitoba • R7A 4A9
Telephone (204) 729-2110 • Fax (204) 728-2406

APPLICATION FOR AMENDMENT TO CITY OF BRANDON ZONING BY-LAW 6642

Name of Property Owner: JACOB JOHN DRIEDGER and MARY ELIZABETH DRIEDGER

Name of Applicant: VBJ DEVELOPMENTS LTD.

Civic Address of Property: South of Sycamore, East of Tracey, West of 9th Street

Legal Description of Property: part SW 1/4 11-10-19 WPM

Council requires that the following be supplied:

- Detailed Site Plan (no larger than 11" x 17")
- Certificate of Title
- Application Fee: \$1400.00 & Advertising Fee: \$1000.00
- Detailed Letter of Intent
- Letter of Authorization (if applicable)

Applicable Documents: City of Brandon Zoning By-Law No. 6642

Proposed Changes: Re-zone from Development Reserve to RSF and PR as per Subdivision Plans on file.

Reasons in support: This re-zoning is filed in conjunction with the Subdivision for Woodlands Phase 3 containing 80 residential lots and one park area.

I undertake to observe and perform all provisions of The Planning Act, the Development Plan, the Zoning By-law, and the provisions of other relevant laws, by-laws or agreements.

Signature of Owner: Jacob & Mary Elizabeth Driedger Date: Aug 22 / 2008
Mailing Address: c/o Meighen Haddad & Co. (Att: COMEIGHEN) Postal Code: (see reverse)
Daytime Telephone: 727-8461 Other Telephone: _____

Signature of Applicant: VBJ DEVELOPMENTS LTD. Date: Sept 8, 2008
Mailing Address: c/o ROY JOHNSTON & CO. LLP (Att: PROY) Postal Code: (see reverse)
Daytime Telephone: 727 0761 Other Telephone: _____

The personal information which you are providing is being collected under the authority of The Planning Act and will be used for the purpose of approving this application. Information is also being collected for the purpose of statistical reporting. It is protected by the Protection of Privacy provisions of The Freedom of Information and Protection of Privacy Act. If you have any questions about the collection and/or use of information, contact Jennifer Houltham, FIPPA Coordinator, Brandon and Area Planning District, 421-9th Street, Brandon, MB, R7A 4A9, telephone (204) 729-2116.

FOR PLANNING OFFICE USE ONLY:

Application Received By: STEVE Date Received: SEPT 20th 08
Planning File No.: 2-7-08-B Receipt No.: 42466

BY-LAW NO. 6922

BEING A BY-LAW of the City of Brandon to amend Zoning By-law No. 6642.

WHEREAS Section 47(2) of The Planning Act provides that a zoning by-law may be amended;

NOW THEREFORE the Council of the City of Brandon, duly assembled, enacts as follows:

- 1. The land described as Pt. SW ¼ 11-10-19 WPM in the City of Brandon, in Manitoba, commonly known as 903 Patricia Avenue (South of Sycamore Drive, East of Tracey Street, West of 9th Street and North of Woodlands Drive), and highlighted on the map attached hereto as Schedule "A" is hereby reclassified:**

FROM: DR Development Reserve Zone

TO: RSF Residential Single Family Zone and PR Parks and Recreation Zone

- 2. District Map No. 56, being part of By-law No. 6642, is hereby amended in accordance with Section 1 of this by-law.**
- 3. This by-law shall come into full force and take effect on the day following its passage.**

DONE AND PASSED by the Council of the City of Brandon duly assembled this day of A.D. 2008.

MAYOR

CITY CLERK

Read for a first time this 20th day of October A.D. 2008

Read for a second time this day of A.D. 2008

Read for a third time this day of A.D. 2008



ROY, JOHNSTON & CO. LLP

BARRISTERS & SOLICITORS

September 17, 2008

Our file 38794R

Brandon and Area Planning District
Attention: Steve McMillan
421 9th Street
Brandon MB R7A 4A9

Dear Sir:

Re **VBJ Developments Ltd.**
Woodlands Subdivision Phase 3

Enclosed are:

1. Re-Zoning Application;
2. trust cheque for the fees of \$2,400.00.

I believe that the other supporting material is already on file with the Subdivision Application; however, if something further is required, please let me know.

Yours truly,

ROY, JOHNSTON & CO. LLP

Per:


Paul E. Roy

PER:jejr
Encls.

Robert H. Johnston, Q.C.
Jacob P. Janzen, B.A., M.A., LL.B.
Kelly L. Dickson, LL.B.
Paul Roy, B.A., LL.B.
Gary D. Brawn, B.A., LL.B. (Retired 2006)
Donald J. Sheldon, Q.C. (Retired 2007)



CITY OF BRANDON PLANNING DEPARTMENT

421 – 9th Street • Brandon, Manitoba • R7A 4A9
Telephone (204) 729-2110 • Fax (204) 728-2406

NOTICE OF PUBLIC HEARING

of Application for Amendment of
the City of Brandon Zoning By-law No. 6642
By-law No. 6922

Proposal: To rezone from DR Development Reserve Zone to RSF Residential Single Family Zone and PR Parks and Recreation Zone to accommodate future residential development.

Property: 903 Patricia Avenue (Pt. SW ¼ 11-10-19 WPM)

Applicant: VBJ Developments Ltd.

Owner: Jacob John Driedger and Mary Elizabeth Driedger

Date of Hearing: Wednesday, November 19th, 2008

Time of Hearing: 7:30PM

Location: Council Chambers, City Hall, 410-9th Street, Brandon

Commonly Asked Questions ~

What happens at the hearing?

At the time and date noted above, the Chairperson will ask the applicant to speak about her/his application and then members of the Planning Commission may ask questions. After that, the Chairperson will ask if anyone would like to speak for or against the application. When the hearing is concluded, there are no further chances for anyone to speak to the Planning Commission.

Do I have to attend the hearing?

Your attendance at the Public Hearing is welcomed, however, you are not required to attend. The applicant is required to attend the meeting to present their proposal and answer questions.

How do I object to the by-law if I need to?

If anyone objects to the by-law at the hearing, Planning Commission advises Council of any objections. After the hearing, the City of Brandon will send the objector(s) a notice stating that they can appeal to the City of Brandon Council, who will conduct their own hearing to decide whether the by-law will proceed or not.

Why did I receive this notice? or Why is this notice posted here?

To involve the public in the planning of our community, owners of property located within 100 metres (328') of the above-mentioned property have received a copy of this notice. A notice is also posted on the property and in at least three public places to make sure that residents who are not property owners also know what is going on. This notice is also advertised in the Brandon Sun twice.

Where can I get more information?

If you would like more information on this application, please call the Planning Department at 729-2110. Copies of the by-law and supporting material are available for inspection at the City Clerk's office at City Hall, between the hours of 8:30 a.m. and 5:00 p.m.

What if I have objections?

Objections can be raised in person at the public hearing or by having written representation included in the application package as outlined below.

What if I have something to say but can not attend the hearing?

You may submit written comments to the Development Services Division at least one week before the date of the hearing. (Phone: 729-2214; Fax: 729-3235). Please be advised that all correspondence received in conjunction with, or as a result of, an application that requires council approval becomes public information, therefore personal information [such as names, addresses etc.] contained in the correspondence is released in the public domain.

City of Brandon Planning Department File No: Z-7-08-B

In accordance with Part II, Division 1 (Sections 163 through 171) of The Planning Act (Chapter P80).

Please visit the City of Brandon web-site at www.brandon.ca

4a Notice to neighbors-Brandon



**CITY OF BRANDON
PLANNING DEPARTMENT**

421 - 9th Street • Brandon, Manitoba • R7A 4A9
Telephone (204) 729-2110 • Fax (204) 728-2406

Memorandum

Department / Agency	Contact
Building Inspection	Vic Thomson
Neighbourhood Renewal Corporation	Terry Snaith
City of Brandon, Records Dept.	For Dom.Doc Internal List
Westman Communications	Albert Lalonde
Manitoba Hydro	Marc Wankling
Manitoba Hydro	Randy Hextall
MTS Property Acquisition	Doug Pratt
Brandon School Division	Gerald Barnes

FROM: Tatenda Kwedza -- Planning Technician (t.kwedza@brandon.ca)

DATE: October 22nd, 2008

RE: Zoning By-law Amendment Application Z-7-08-B
903 Patricia Avenue (Pt. SW ¼ 11-10-19 WPM)
Applicant: VBJ Developments Ltd.
Owner: Jacob John Driedger & Mary Elizabeth Driedger

VBJ developments Ltd., applicant on behalf of the owner, Jacob John Driedger & Mary Elizabeth Driedger, is applying to rezone 903 Patricia Avenue (Pt. SW ¼ 11-10-19 WPM) from DR Development Reserve Zone to RSF Residential Single Family Zone and PR Parks and Recreation Zone to accommodate future residential development.

Please review the attached application and site plan and inform our office of any comments or requirements with respect to your facilities. If you have no comments or requirements, please respond as such. We may proceed without your comments on November 11th, 2008. Please send all comments directly to the City of Brandon Planning Department and to my attention. Thank you.

COB - Dev. agmt required

Nov 3/08

Patty Johnson



Brandon School Division

"Accepting the Challenge"

File Code:

November 6, 2008

City of Brandon
Planning Department
421 – 9th Street
Brandon, MB
R7A 4A9

Attention: Tatenda Kwedza – Planning Technician

Dear Sir:

RE: Zoning By Law Amendment Application Z-7-08-B
903 Patricia Avenue (Pt. SW¼ 11-10-19 WPM)
Applicant: VBJ Developments Ltd.
Owner: Jacob John Driedger & Mary Elizabeth Driedger

Further to your Memorandum with respect to the above-noted zoning application 2-7-08-B, this will confirm that the Brandon School Division has no comments regarding this application as financial consideration was requested on subdivision approval No. 4500-08-413.

Yours truly

G.F. Barnes
Secretary-Treasurer

/js



I, Angela Brooks, Secretary for the Planning Commission for the City of Brandon, DO HEREBY CERTIFY the resolution written hereunder to be a true and correct copy of a resolution of the Planning Commission of the City of Brandon passed at a meeting held on the 19th day of November A.D. 2008 of which it purports to be a copy.

Dated at the City of Brandon this 20th day of November A.D. 2008.



Angela Brooks, Secretary
Planning Commission

"That the Planning Commission recommend By-law No. 6922 to rezone property located South of Sycamore Drive, East of Tracey Street, West of 9th Street and North of Woodlands Drive (Pt. SW ¼ 11-10-19 WPM) from DR Development Reserve Zone to RSF Residential Single Family Zone and PR Parks & Recreation Zone be read a second time,

and further, that Brandon City Council hold third reading in abeyance pending the execution of a development agreement between the City of Brandon and the owner/successor pursuant to Section 150 of the Planning Act."



"Hextall, Randy"
<rhextall@hydro.mb.ca>
10/24/2008 03:20 PM

To <t.kwedza@brandon.ca>
cc
bcc
Fax to
Subject Z-7-0-B

Manitoba Hydro has reviewed this application. Any removals or rearrangements of existing hydro facilities will be at the expense of the developer.



MTS Allstream inc
P.O. Box 6666, Room CN12A
433 Main Street, Winnipeg, MB R3C 3V6
Tel: (204) 941-4369 Fax: (204) 957-5619

November 6, 2008

Your File No.: Z-7-08-B

Brandon and Area Planning District
421-9th Street
Brandon, MB, R7A-4A9

Attention: Tatenda Kwedza

Dear Sir:

Re: Zoning By-law Amendment Application Z-7-08-B
903 Patricia Avenue (Pt. SW ¼ 11-10-19 WPM)
Applicant: VBJ Development Ltd.
Owner: Jacob John Driedger & Mary Elizabeth Driedger

MTS Communications has no objection to the proposed Zoning By-law Amendment Application.

If any removal or relocation of existing MTS facilities is required as a result of the application, it will be at the expense of the developer and/or customer.

Should you require further information, please contact the Network Provisioning 3 at the numbers below.

Regards,

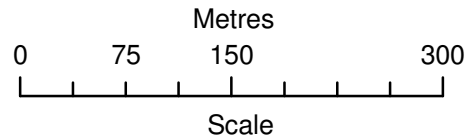
Ken North

MTS Allstream Inc
Nor WestAccess Provisioning
Tel: (204) 729-4367
Fax: (204) 726-1775
E-mail ken.north@mtsallstream.com


Application for Zoning By-Law Amendment



Schedule "A" By-Law No. 6922
 Amending District Map 57 of By-Law No 6642
 Zoning Application No. Z-7-08-B
 903 Patricia Avenue
 Pt. SW 1/4 11-10-19 WPM



LEGEND

-  Proposed area to be rezoned from DR Development Reserve Zone to RSF Residential Single Family Zone & PR Parks and Recreation Zone

City of Brandon
 Planning
 Department

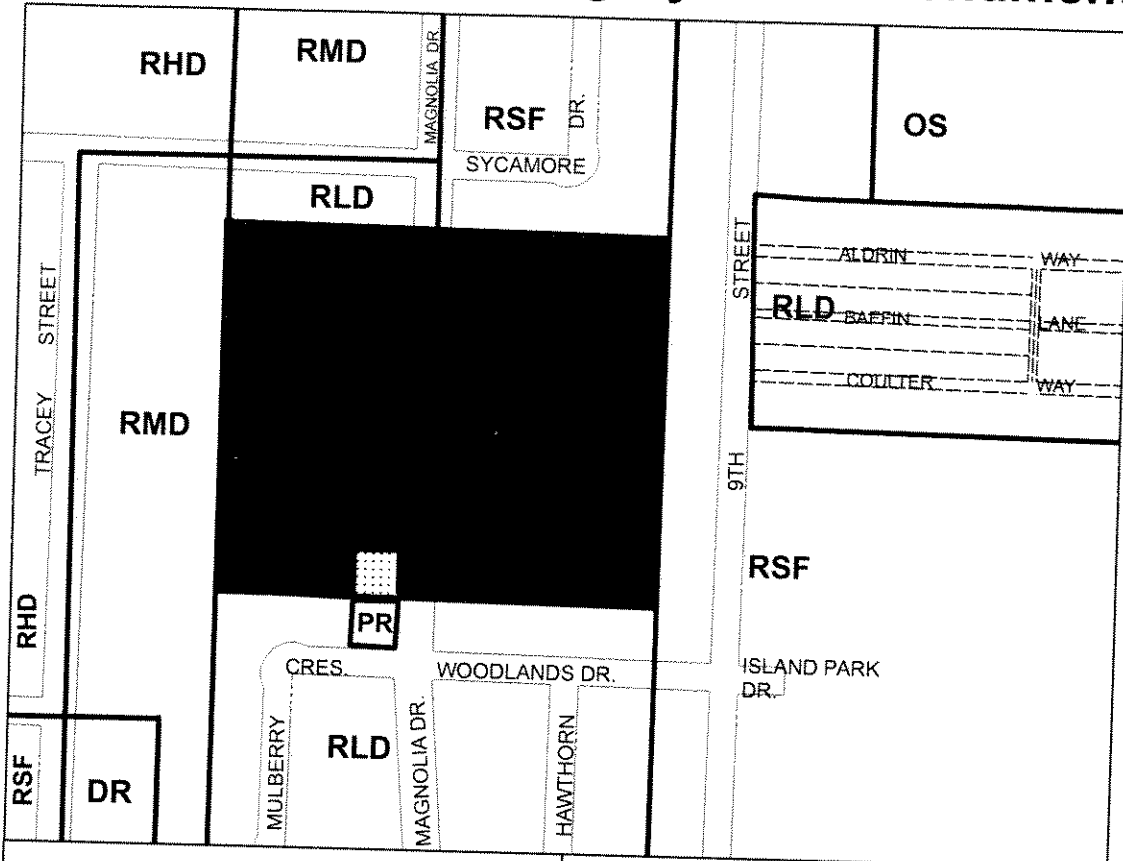


City of Brandon

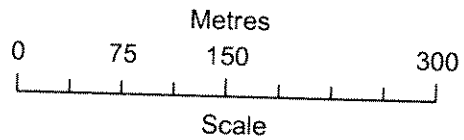
Map creation date: September 26th, 2008

Revised:



Application for Zoning By-Law Amendment



Schedule "A" By-Law No. 6922
 Amending District Map 57 of By-Law No 6642
 Zoning Application No. Z-7-08-B
 903 Patricia Avenue
 Pt. SW 1/4 11-10-19 WPM



LEGEND

-  Proposed area to be rezoned from DR Development Reserve Zone to PR Parks & Recreation Zone
-  Proposed area to be rezoned from DR Development Reserve Zone to RSF Residential Single Family Zone
- RSF Residential Single Family Zone
- RLD Residential Low Density Multiple Family Zone
- RMD Residential Moderate Density Multiple Family Zone
- RHD Residential High Density Multiple Family Zone
- OS Open Space Zone

City of Brandon
 Planning
 Department



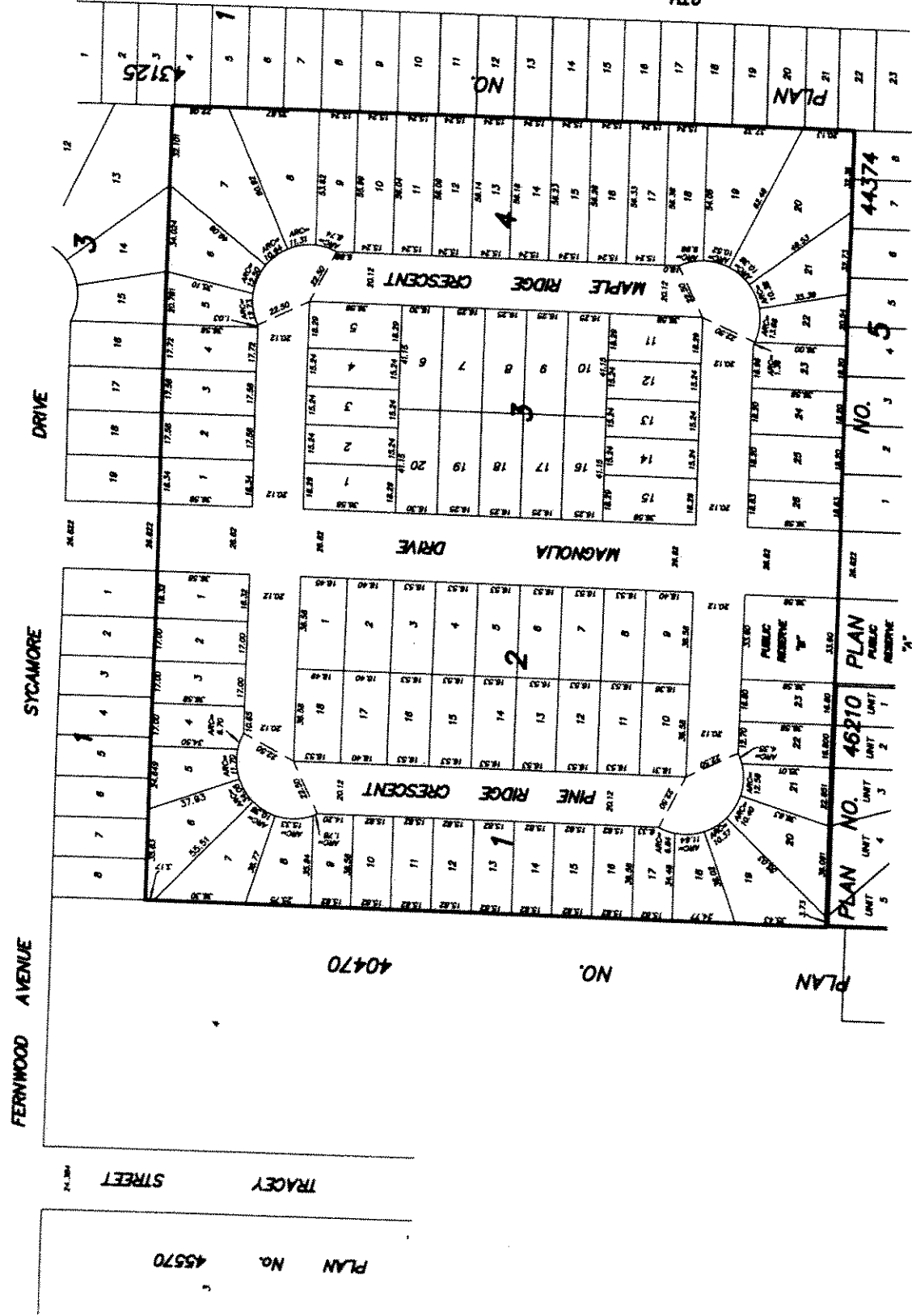
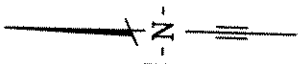
City of Brandon

Map creation date: September 26th, 2008

Revised:

WOODLANDS PHASE 3

METRIC



THIS AGREEMENT made in duplicate this _____ day of _____, A.D. 2008.

BETWEEN:

VBJ DEVELOPMENTS LTD.,

(hereinafter called the "Developer"),
OF THE FIRST PART,

- and -

THE CITY OF BRANDON,

(hereinafter called the "City"),
OF THE SECOND PART.

WHEREAS the Developer is the owner or is entitled to be the owner of property commonly known as land south of Sycamore Drive, East of Tracey Street & West of 9th Street and legally described as:

All of Block 1, 2, 3 and 4, as shown on a Plan of Subdivision of SW ¼ 11-10-19 WPM prepared by Kenneth William Baley, Manitoba Land Surveyor, prepared by him between **XXX**, and assigned Deposit No. **XXX**

and illustrated on the attached Schedule "A" (hereinafter called the "lands");

AND WHEREAS the City of Brandon Planning Commission has conducted a Public Hearing on November 19, 2008 on the application for rezoning and will submit a report and recommendation to Brandon City Council;

AND WHEREAS the Council of the City of Brandon will consider the report and recommendation of the Planning Commission when considering the applications for rezoning with a resolution of the Council of the City of Brandon required for a decision on the application;

AND WHEREAS the Developer may wish to proceed, fully at their risk and liability, with the construction of utilities and Public Works in advance of the required approvals;

AND WHEREAS the Developer plans to proceed with Development of the lands in phases with this agreement being for Phase III only, and include the construction of 80 residential lots as per attached concept illustrated on the attached Schedule "B";

NOW THEREFORE this Agreement witnesseth that in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

1. The preamble hereof and the attached Schedules shall form an integral part of this Agreement.
2. DEFINITIONS

Where the context so implies the following definitions shall apply in the singular and the plural:

- (a) "City Engineer" shall mean the Senior Engineer employed by the City of Brandon or any person delegated to act on his behalf;
- (b) "Consulting Engineer" shall mean the firm or person employed by the Developer for the designs, drawings, specifications and supervision of the works necessary to be carried out by the Developer and the City of Brandon;

Initials

- (c) "Municipal above ground improvements" shall include all improvements installed by the Developer as per approved plans and specifications which will become the responsibility of the City, or others to own and maintain after acceptance by the City and shall include but not be limited to the following:
 1. Construction and installation of all roads, walkways, sidewalks, retention ponds, etc. as laid out in the approved construction drawings;
 2. All street lighting of roadways and lane ways;
 3. All signing including street names, and traffic control signs as directed by the City Engineer; and
 4. Landscaping of all publicly owned land including the planting of trees and sodding of boulevards and ditches, parkland, and public reserve land; and

- (d) "Municipal Underground Improvements" shall include all improvements installed by the Developer as per approved plans and specifications which will become the responsibility of the City, or others to own and maintain after acceptance by the City and shall include and not be limited to a storm water drainage system with detention pond, potable water system, waste water system, below ground electrical power, telephone and natural gas distribution systems, together with all laterals, branches, manholes, service connections, fire hydrants, valves, pedestals, culverts and usual engineering appurtenances necessary to fully service the lands, and all excavation of frost susceptible material, back fill, sub-base construction to roads and grading of right-of-ways to levels and grades acceptable to the City Engineer.

3. The Developer shall:

- a) engage a Consulting Engineer, duly licensed to practice by the Association of Professional Engineers & Geoscientists of the Province of Manitoba, for the purpose of design and project management for all aspects of construction of the lands;
- b) provide a lot grading and drainage plan for the lands, which plan shall be acceptable to the City Engineer prior to issuance of a building permit, and the Developer covenants and agrees that the lands shall be graded to, conform to, and be maintained in accordance with the said lot grading and drainage plan;
- c) provide a landscape plan of the lands, which plan shall be acceptable to the Director of Operations prior to issuance of a building permit, and the Developer covenants and agrees the lands shall be landscaped in accordance with the plan immediately upon the completion of the development;
- d) grade and level all boulevards and ditches within the subdivision including a minimum of six inches of top soil and shall sod all of the said boulevards and ditches;
- e) provide a storm water management plan for the lands, which plan shall be acceptable to the City Engineer prior to issuance of a building permit;
- f) provide all plans of ingress and egress to the lands, which plans shall be acceptable to the City Engineer;
- g) provide all plans of above and below ground infrastructure, which plans shall be acceptable to the City Engineer prior to issuance of a building permit; and

Initials

- h) obtain from the City Engineer a certificate to state that the construction of the above and below ground improvements as required by this Agreement for the lands has been satisfactorily completed, and this certificate must accompany application made to the Brandon & Area Planning District for a building permit.
4. The Developer acknowledges and agrees that once each development stage/phase has commenced, the construction and servicing of the lands must be finalized within two (2) years. Failure to do so may in the determination of the City render said agreement null and void, and be termed a default to the agreement. The Developer may however, by notice in writing, request an extension of time within to complete the construction and servicing. No extension of time shall be allowed unless such written request is made by the Developer and approved by the City.
5. From and effective on the date of written acceptance from the City Engineer for all municipal above and below ground improvements required pursuant to this Development Agreement, the Developer agrees to and shall provide a full and comprehensive warranty for all such improvements, concerning any and all defects and failures, for a period of two (2) years. The Developer agrees to be responsible for all engineering and maintenance costs during such warranty period, including snow clearing until 25% of the development is constructed or under construction. Failure on the part of the Developer to comply with the terms with respect to this warranty shall result in default of the agreement and shall give rise to the City exercising its rights and remedies. In addition though, and while the warranty is to be for a period of two (2) years, the Developer agrees and acknowledges that the warranty and obligations thereunder to the City shall not be released or determined satisfied until such time as a final inspection is arranged at or upon the end of the two (2) year warranty period. The onus to arrange such final inspection shall be on the Developer. The Developer shall not be released of any and all obligations pursuant to this Development Agreement or the warranty until such time as any defects or failures, if any, which are determined upon final inspection for completion of the warranty period, are remedied to the complete satisfaction of the City. As a result, the Developer understands and acknowledges that the warranty period can extend farther than a period of two (2) years in these circumstances, and until same is released by the City.
6. The Developer acknowledges and agrees to:
- a) that this Agreement be specific to the attached **Schedule "B"** and any variation from this attached concept shall require the developer to obtain approval from Brandon City Council who may request addition public input and who may also require amendment to this agreement
 - b) contribute to the City the amount of \$600.00 per dwelling unit developed on the lands as the Developer's contribution to the construction of a new lift station. It is agreed that the payments will be payable when each dwelling unit is developed, serviced, and accepted by the City. This contribution will only be levied against the dwelling units contributing sewage flow to the new lift station;
 - c) contribute, on a one time basis, the amount of \$45,000.00 to the supply, installation, general maintenance, and warranty of trees required on the City right-of-way. This amount is based on a value of \$375.00 per tree with the Developer being responsible for one tree per developed lot and any additional trees required on side yards as per the City's Landscaping Design Standards and in this

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case will be one hundred and twenty (120) trees for this stage of Phase III. This amount will be due upon signing of this Development Agreement and will be held in a reserve account until such time as the trees are required.

- d) contribute, on a one time basis, the monetary amount of \$17,808.00 based on 8.00 hectares, in lieu of land dedication for Parks and Recreation as established by the Director of Community Services for the City. This amount is based on \$2,968.00 per hectare of developable land less 25% for roadways and is due upon signing of this Development Agreement.
 - e) that the area laid out in the registered Condominium Plan No. 46210 in Stage II of Phase I Woodlands Subdivision be the responsibility of the City of Brandon in terms of the above and below infrastructure. The City will be responsible for the entire right-of-way through the site with the exception of tree planting which will be taken on by the Developer.
 - f) contribute, on a one time basis, the amount of \$15,000.00 to the supply, installation, general maintenance, and warranty of trees required on the City right-of-way. This amount is based on a value of \$375.00 per tree with the Developer being responsible for one tree per developed lot and any additional trees required on side yards as per the City's Landscaping Design Standards and in this case will be forty (40) trees for Stage II of Phase I. This amount will be due upon signing of this Development Agreement, and as stated above, will not include any planting within the Condominium Site cited in 6(e).
7. The Developer agrees to furnish security upon execution of this Development Agreement for any and all of its obligations and responsibilities pursuant to this Development Agreement, or any other agreement with the City as it relates to the development of the lands and premises as covered by this Development Agreement, by means of an irrevocable letter of credit for an amount of \$150,000.00. The issuer of the irrevocable letter of credit, and the form and content thereof, shall be subject to the full and complete approval of the City, at the discretion solely of the City. The amount of the security shall be reviewed by the City on a semi-annual basis, commencing two years from the date of signing of this Development Agreement; if the City is of the position the amount of security shall be increased, or decreased, in its discretion solely, the City shall inform the Developer in writing and the Developer acknowledges and agrees to make arrangements to adjust the amount of the security forthwith, and to confirm same has occurred with the City immediately thereafter. The irrevocable letter of credit, satisfactory to the City, shall be in full force and effect prior to any construction whatsoever commencing pursuant to the Development Agreement or any related agreement, prior to request by the Developer of the City for any and all necessary City approvals, and prior to request for and issuing of building permits for the lands and premises covered by the Development Agreement or any related agreements. The Developer acknowledges and agrees that it is the intention of the City for the security presented by the Developer to operate not only with respect to this Development Agreement, or other agreements related to this Development Agreement, but as well with respect to any other or further Development Agreements of the Developer with the City. The Developer acknowledges and agrees that commencement of any construction whatsoever, request for and receipt of City approvals as necessary, and application for and receipt of building permits for the lands and premises shall not be considered by the City until such time as acceptable security to the City is in full force and effect. The duration of such security must operate continuously

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throughout the currency of this Development Agreement any related agreements between the Developer and the City, or any other or further Development Agreements between the parties, which shall include the warranty period and until the City is agreeable to release of the security, should there be deficiencies for the Developer to remedy as a result of final inspection for purposes of the warranty. Upon final inspection and written acceptance by the City of all improvements for purposes of completing the warranty period, and once and only once any and all outstanding deficiencies are as a result of inspections for the completion of the warranty period met to the satisfaction of the City shall the irrevocable letter of credit be released to the Developer and be determined cancelled. Failure on the part of the Developer to comply with the terms of this Development Agreement related agreements, or further or other Development Agreements shall result, at the discretion of the City, in action against the security as presented by the Developer, in addition to and without prejudice to any and all rights and remedies of the City pursuant to statute, common law, equity, or otherwise as it relates to compelling full and complete compliance and enforcement of the obligations of the Developer.

8. The City and the Developer agree that there will be no waiver of rights on the part of the City should it not immediately enforce its rights and remedies pursuant to this Agreement.
9. The Developer shall be required to reference survey monuments prior to development, and confirm that these monuments have been replaced (if disturbed) in compliance with *The Surveys Act* when construction is completed.
10. The Developer shall obtain all necessary permits relating to the development on the lands from the City prior to issuance of a building permit by the Brandon & Area Planning District.
11. The Developer is aware and agrees that if they elect to proceed with the installation of Municipal above ground improvements and Municipal Underground Improvements prior to an Order for Zoning By-law or subdivision approval, they will proceed, after submitting a written request to the General Manager of Development Services, under the following conditions:
 - (a) consideration of such agreements shall only be for land to be zoned RLL Residential Large Lot, RSF Residential Single Family or RLD Residential Low Density Multiple Family (up to and including 4 family dwelling units);
 - (b) the developer being prepared to commence such installation fully at his risk and liability and assuming full financial risk and responsibility for any work required in the development agreement without receipt of approvals for re-zoning and subdivision;
 - (c) the developer acknowledging that there is a formal approval process including public hearings which may impact the Brandon Planning Commission, Brandon City Council and/or the Board of the Brandon and Area Planning District;
 - (d) City Council's approval of the development agreement shall not prejudice the Planning Commission, City Council and/or the Planning District Board or any of its members in their objective consideration of the re-zoning and/or subdivision of the land to be developed and any representation made in respect of the re-zoning;

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- (e) the developer recognizing the right of Brandon City Council to modify the development agreement prior to final approvals of re-zoning and subdivision and confirming he will not object to such modifications; and
 - (f) the developer allowing the registration of the development agreement by caveat against the land to be developed prior to final approvals of re-zoning and/or subdivision.
12. The Developer agrees to indemnify and save harmless the City, its officers, employees and agents from and against all claims, proceedings, demands, damages, actions, judgements of any kind, including without limiting the generality of the foregoing, all damages for personal injury or death arising out of or attributable to all actions or conduct of the Developer, their employees, agents and contractors upon the development lands including but not limited to any work or act committed or omitted by the Developer in the performance of the agreement.
 13. The City shall be entitled to register a Caveat against all of the lands affected by this Agreement reflecting the provisions of this Agreement.
 14. This Agreement shall enure to the benefit of and be binding upon the parties hereto, their heirs, executors, administrators and assigns, provided however that no assignment shall be made by the Developer unless and until such assignment has been approved in writing by the City, such approval should not or will not be unreasonably withheld.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals and/or caused their corporate seals to be affixed duly attested to by the hands of their proper signing officers in that behalf, the day and year first above written.

VBJ DEVELOPMENTS LTD.

Per:

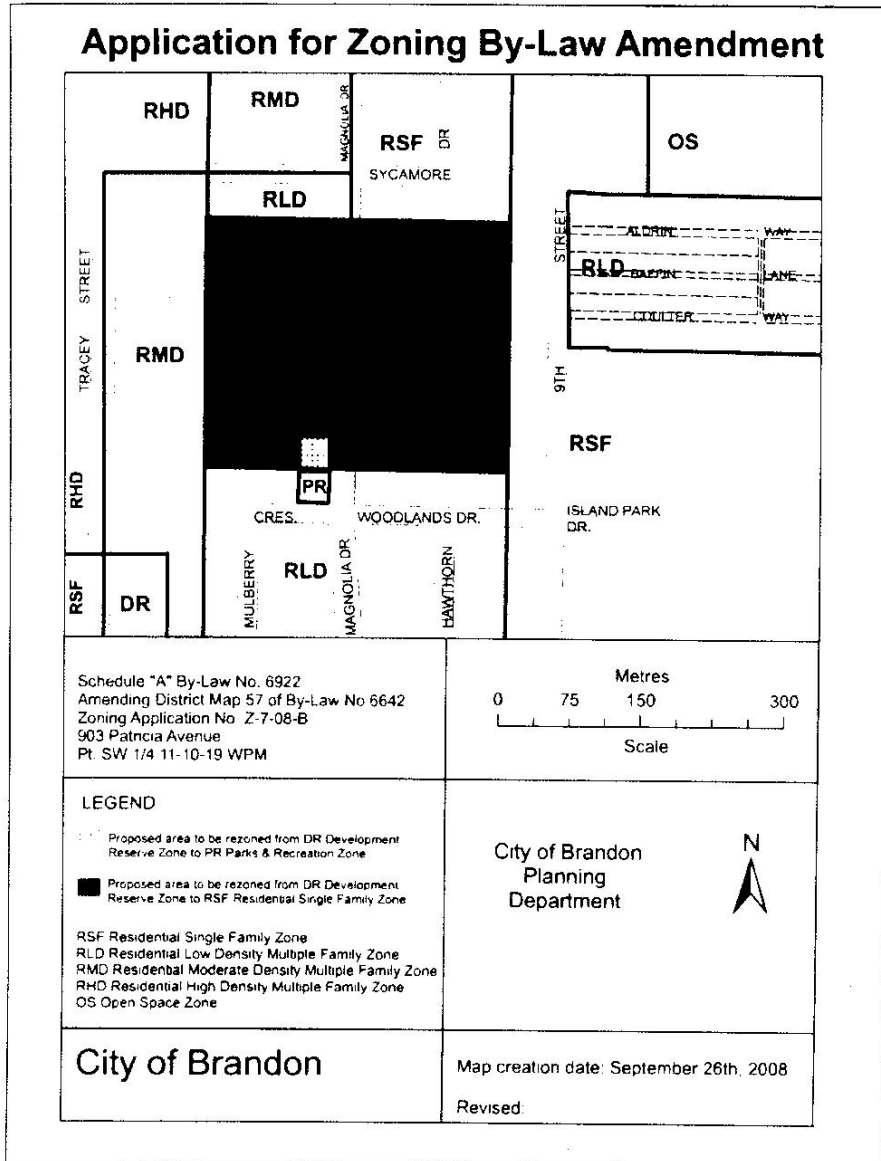
 "Authorized Signatory
 I am authorized to bind the corporation."

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 I am authorized to bind the corporation."

CITY OF BRANDON

Ted Snure, P. Eng., CITY ENGINEER
General Manager of Development Services

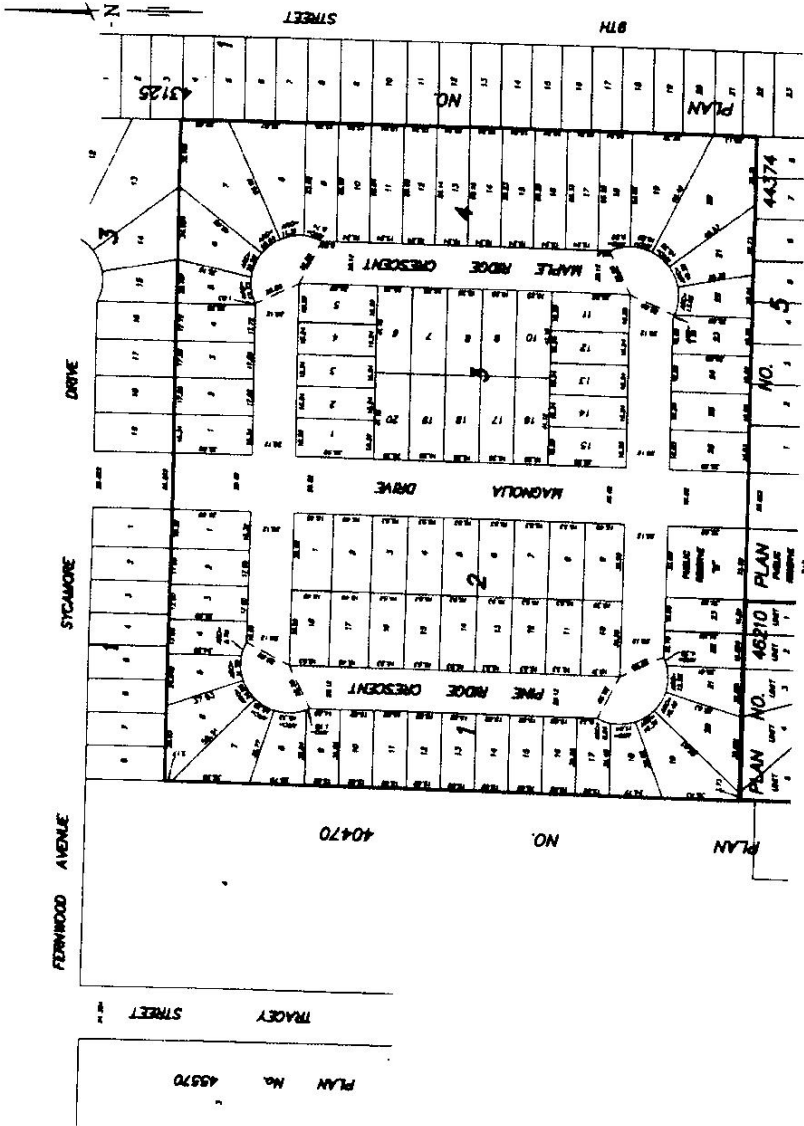
Schedule "A"



Schedule "B"

WOODLANDS PHASE 3

METRIC



THIS AGREEMENT made in duplicate this
day of _____, A.D. 2008.

BETWEEN:

VBJ DEVELOPMENTS LTD.,

(hereinafter called the "Developer"),
OF THE FIRST PART,

-- and --

THE CITY OF BRANDON,

(hereinafter called the "City"),
OF THE SECOND PART.

DEVELOPMENT AGREEMENT

GK/pk
TS/pk

DATE: November 24, 2008
DATE: November 25, 2008

The City of Brandon
Engineering & Operations Department
410 - 9th Street
Brandon, Manitoba
R7A 6A2

T. E. Snure, P. Eng.
CITY ENGINEER

Telephone: 729-2214
Fax: 725-3235

File No. Z-7-08-B