

This Agreement dated this 9th day of May A.D. 2011

BETWEEN:

4793146 Manitoba Ltd.
(Hereinafter referred to as "the Developer")

AND

Her Majesty the Queen in Right of the Province of Manitoba
as Represented by the Minister of Aboriginal and Northern Affairs
(Hereinafter referred to as "the Crown")

**AGREEMENT REGARDING CONSTRUCTION OF BAY RIVER SUBDIVISION
IN THE COMMUNITY OF FISHER BAY**

BETWEEN:

4793146 Manitoba Ltd.
(Hereinafter referred to as "the Developer")

AND

Her Majesty the Queen in Right of the Province of Manitoba
as Represented by the Minister of Aboriginal and Northern Affairs
(Hereinafter referred to as "Manitoba")

WITNESSETH THAT:

WHEREAS the Minister of Conservation and Chief and Council of Fisher River Cree Nation and 4793146 Manitoba Ltd. have entered into a Joint Development Agreement respecting the development of a cottage subdivision on Manitoba Crown land and on land owned by the Fisher River Cree Nation band corporation known as 4793146 Manitoba Ltd.

WHEREAS under the Joint Development Agreement, Manitoba Conservation has agreed to pay a certain share of costs to the Developer for the development of the Developer's lands and the Crown lands;

WHEREAS the lands affected by this Agreement are the private lands situated within the boundaries of the Fisher Bay Community owned by 4793146 Manitoba Ltd. as described in Schedule "A" and subdivision plan attached as Schedule "A" (hereinafter called the "Planned Area"); A = Legal Description and Subdivision Plan.

AND WHEREAS the Developer desires to develop the Planned Area described above for residential and commercial purposes;

AND WHEREAS the Developer desires to work cooperatively with Manitoba in development of the Planned Area;

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

AND WHEREAS Manitoba has agreed to the development of the Planned Area;

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

ARTICLE 1 - DEFINITIONS

1.1 DEFINITIONS

- a) "Engineer" shall mean a qualified engineer;
- b) "Planned Area" means all the land described in the Schedule "A" hereto;
- c) "Structure" shall mean all permanent construction and works built within the Planned Area including drainage works, culverts, roads, and all municipal services, but not including temporary structures affected by the Developer in the process of construction and marketing of the Planned Area.

ARTICLE 2 – CONTRACT DOCUMENTS

2.1 CONTRACT DOCUMENTS

This Agreement shall consist of the following:

- a) This Agreement;
- b) Schedule "A" – Legal Description and Subdivision Plan;
- c) Schedule "B" – Conditional Subdivision Approval Letter;
- d) Schedule "C" – Cottage Lot Setback Distances;
- e) Schedule "D" – Cottage Lot Fill Requirements;

ARTICLE 3 – APPROVAL OF DEVELOPMENT

3.1 AGREEMENT TO DEVELOP

The Developer and Manitoba agree to the development of the Planned Area, subject to the provisions contained in this Agreement and the cost sharing and other provisions contained in the Joint Development Agreement between the Minister of Conservation and the Developer.

3.2 GENERAL INSTRUCTIONS

The Developer acknowledges that the development of the subdivision under this Agreement shall conform to Schedules "A", "B", "C" and "D" attached hereto.

3.3 PLAN OF SUBDIVISION

The Developer shall, at its own cost and expense take all proceedings required to prepare and secure approval and registration of the plan of subdivision;

3.4 ENGINEERING SERVICES

The Developer covenants and agrees to have prepared at their own expense, by an Engineer, all specifications and drawings referred to in this Agreement. No changes shall be made to said specifications and/or drawings unless agreed, in writing, by the Developer and Manitoba.

3.5 SURVEY MONUMENTS

The Developer shall pay the full cost of installing and maintaining all survey monuments within the Planned Area, to the satisfaction of Manitoba, and in cases where the survey monuments have been disturbed, moved, covered or mutilated

in any way, or destroyed, the Developer shall cause the monuments to be placed at their expense by a Manitoba Land Surveyor.

3.6 CROWN RESERVE

The Developer covenants and agrees to designate as Crown Reserve the required amount of shoreline reserve as shown on Plan of Subdivision attached as Schedule "A".

ARTICLE 4 – MUNICIPAL SERVICES

4.1 INSTALLATION OF NEW MUNICIPAL SERVICES

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

a) Land Drainage Ditches

In accordance with the plans and specifications supplied by the Engineer and at the Developer's expense the Developer agrees to develop a drainage plan (the "Drainage Plan") which Manitoba may consider necessary to adequately drain the subdivision and the adjacent area, including surface drainage.

b) Culverts

Culverts shall be installed meeting the specifications recommended by the Engineer to provide access to each lot within the subdivision.

c) Hydro

It is understood that the Developer shall pre-service the subdivision hydro service. Lot owners will be responsible for making arrangements with the utility companies and all costs associated with connection to their residences.

d) Construction of Roads

The Developer covenants and agrees to construct roads as shown on the plan of subdivision in accordance with the standards provided by Manitoba at the Developer's own expense.

e) Street Signs

All street signs and traffic control signs shall be installed, at no cost to Manitoba, by the Developer.

The name of any street, avenue, bay, crescent, road, drive or other Public Thoroughfare within the Planned Area shall be approved by Manitoba

4.2 INSTALLATION OF LOT SERVICES AND BUILDING REQUIREMENTS

It shall be the obligation of each lot owner at his or her own expense, for the construction and completion in a workmanlike manner of the following lot services in the Planned Area in accordance with this Agreement and the plans or specifications attached:

a) Wells

Each lot owner, at the lot owner's expense shall be responsible for his or her own potable water supply which may include installation of a well to supply said lot with a supply of potable water in accordance with the requirements of the Province of Manitoba

b) Sewage Tanks

Each lot owner, at the lot owner's expense shall be required to install a sewage holding tank in accordance with the requirements of the Environment Licensing Branch, Manitoba Conservation.

c) Telephone Services

The Developer shall not be required to install any telephone infrastructure and any future telephone infrastructure if desired shall be the sole responsibility of each lot owner.

d) Building Construction

All new structures to be built or existing structures when being modified shall require a Manitoba building permit and must comply with all building construction standards adopted, established or prescribed under The Buildings and Mobile Homes Act (Manitoba).

Site plan approval is required for all new structures requiring a building permit and can be obtained by contacting MANA at (204) 622-2110.

Any building or structure to be constructed shall be constructed so that the underside of the lowest beam or joist is at a minimum elevation prescribed by Manitoba as 722 feet Geodetic Survey of Canada (220.1 meters) or if a basement is constructed the basement shall be located above the 725 feet Geodetic Survey of Canada (221.0 meters).

All permanent structures be confined to land at or in excess of elevation 219.5m (720 feet) as per Provincial Land Use Policy No.7.

Flood protection must be provided for all permanent structures to a minimum finished grade elevation of 219.5 (720 feet). Any building or structure to be constructed shall be constructed so that the underside of the lowest beam or joist is at a minimum elevation prescribed by Manitoba as 722 feet Geodetic Survey of Canada (220.1 meters) or if a basement is constructed the basement shall be located above the 725 feet Geodetic Survey of Canada (221.0 meters). Fill should extend to a minimum of 4.6 m (15 ft.) outward in all directions from the structure foundations.

Lands with a natural ground elevation below 218.5 m (717 feet) should not be utilized for development purposes.

No development should occur in areas identified as having long term standing water or poor drainage.

The shoreline Crown Reserve is to be established and is to contain undisturbed native riparian vegetation upslope from the ordinary high water mark of Lake Winnipeg. Alteration of the Crown Reserve is to be a maximum of 25% of the shoreline length (25 m per 100 m of shoreline length of each lot for a boathouse, path, dock etc.). Any alteration within this Crown Reserve including the removal of near shore or stream aquatic habitat shall not occur unless an activity conforms to a Department of Fisheries and Oceans Canada Operational Statement or an activity is reviewed by the Department of Fisheries and Oceans Canada.

Any dwelling to be constructed shall be constructed so that it has not less than 600 sq. ft. of habitable living space.

Any dwelling to be constructed shall be placed on the lot with the minimum side, rear and front yard setbacks as per the setback distances as described in Schedule "C".

Lots requiring fill, prior to cottage construction must adhere to the fill amount required per lot as described in Schedule "D".

No municipal services will be provided without consultations between the Developer and Fisher Bay Community Council, and Manitoba Aboriginal and Northern Affairs.

4.3 CONTROLS OVER INSTALLATION OF MUNICIPAL SERVICES

The Developer agrees that where the improvements and municipal services and works provided for in this Agreement will be installed across lands within the Planned Area owned by the Developer, the Developer shall, at its sole cost and expense, obtain and provide Manitoba, Manitoba's officers, employees and agents including Manitoba Hydro, and any community council established by the government, and to MTS Allstream Inc., with easements in a form satisfactory to Manitoba, to enable Manitoba to enter upon said lands and service, repair and otherwise deal with, as and when necessary, such municipal services, improvements or works as may be located on, through or under the said lands, including permission to Manitoba to register the said Easement Agreement(s) by caveat(s);

The Developer shall permit Manitoba or any representative thereof to enter upon the Planned Area at any time Manitoba deems fit for the purpose of implementing the provisions of this Development Agreement.

4.4 QUALITY OF INSTALLATION OF SERVICE

The Developer agrees that all drainage ditches, culverts, hydro, roads and street signs being installed pursuant to the terms of this Agreement shall be installed solely to the satisfaction of Manitoba.

4.5 MAINTENANCE

The Developer agrees to maintain to the satisfaction of Manitoba and at its own expense, roads and ditches together with any other installations, which have been installed pursuant to this Agreement for a period of two years from the date of this agreement or earlier if approved in writing by Manitoba. At the end of this two year period and providing the maintenance has been done to the satisfaction of Manitoba, the maintenance of the roads and ditches shall be maintained by Manitoba.

4.6 CONSTRUCTION COMPLETION AND FINAL ACCEPTANCE

Upon completion of all Structures and the Developer performing all of its obligations required under this Agreement, except such work as specifically listed in the following paragraph, the Developer shall provide a Notice of Construction Completion to Manitoba and Manitoba shall cause such Structures to be inspected for compliance with plans, specifications and drawings. Within thirty days of the date of the Notice of Construction Completion, if acceptable to Manitoba, acting reasonably, Manitoba shall provide the Developer with final written approval of all structures.

4.7 DEDICATION OF LANDS AND STRUCTURES

All registered rights-of-way and easements, where applicable, shall become the property of Manitoba upon registration of the plans, subject to the provisions of *The Municipal Act*. Furthermore, all drainage structures and roads shall become the property of Manitoba and the ownership of and title to the said structure shall vest in Manitoba without any cost.

ARTICLE 5 DEVELOPMENT OF PLANNED AREA

5.1 PLANNED AND ORDERLY DEVELOPMENT OF THE PLANNED AREA

In order to ensure an orderly development of the Planned Area, the Developer agrees to proceed with the installation of the municipal services in an orderly sequence and as directed by the Engineer.

5.2 SALE/LEASE OF LOTS

Manitoba agrees that lots in the Planned Area may be sold, leased, transferred or otherwise conveyed.

ARTICLE 6 GENERAL CONDITIONS

6.1 The Developer shall file a copy of all "As Built" Drawings with Manitoba for their review. Final "As Built" Drawings are to be forwarded to Manitoba with ultimate transfer of ownership of services and property.

6.2 Prior to the Developer being provided with final written approval for the Planned Area, they must provide Manitoba with all inspection and approval certificates, test reports, warranties, maintenance manuals, operating instructions, as-built drawings and other requirements as specifically required by the contract documents, and such materials must be to Manitoba's satisfaction.

6.3 The Developer agrees that they shall not place upon any lot in the Planned Area any mobile home or structure resembling a mobile home and the Developer shall enter into agreements with all purchasers of the subject property, which shall provide that the purchaser or any successor in title thereto shall not place a mobile home or any structure resembling a mobile home upon any lot in the Planned Areas.

6.4 The Developers will register the approved plan of subdivision in series with a caveat evidencing the Agreement, so that subsequent purchasers or lessees be advised of the existence of the caveat and its contents regarding the land within the subdivision.

ARTICLE 7 – DEFAULTS

7.1 Where, as a result of a default by the Developer, building permits with respect to any of the land contained within the Planned Area are refused, it is understood and agreed, that such refusal shall not create any liability for damages against Manitoba.

ARTICLE 8 – MISCELLANEOUS PROVISIONS

8.1 This Agreement shall enure to the benefit of and be binding upon the parties hereto, their respective heirs, successors and assigns provided that no assignment of all or any part hereof by the Developer shall be made except with the written approval of Manitoba. It is agreed that the said approval shall not be unreasonably withheld.

8.2 Wherever the singular or masculine are used throughout this Agreement, the same shall be construed as meaning the plural or feminine or neutral, where the context or parties hereto so requires and where necessary covenants shall be deemed to be several as well as joint and time shall be of the essence of this Agreement.

8.3 The terms of this Agreement shall be from the date of the signing hereof until the covenants of the Developer have been performed unless sooner terminated as provided herein.

8.4 Whenever this Agreement contemplates Manitoba's approval or other discretion with respect to any action of the Developer the approval or discretion will not be unreasonably withheld or unreasonably delayed.

SIGNED IN THE PRESENCE OF:

FOR THE GOVERNMENT OF MANITOBA


WITNESS


MINISTER OF ABORIGINAL AND
NORTHERN AFFAIRS OR DESIGNATE

DATE: May 9, 2011

FOR THE DEVELOPERS
4792146 MANITOBA LTD.

PER:


WITNESS



DATE: May 6, 2011

PLAN OF SUBDIVISION OF PART OF TRAC. N.C. 1/4 SECTION 18, TOWNSHIP 7S, RANGE 2 E 1/4A.	UNORGANIZED TERRITORY MANITOBA	2004 1/1/00	1/1/00	1/1/00	1/1/00	1/1/00	1/1/00
PLAN OF SUBDIVISION OF PART OF TRAC. N.C. 1/4 SECTION 18, TOWNSHIP 7S, RANGE 2 E 1/4A.	UNORGANIZED TERRITORY MANITOBA	2004 1/1/00	1/1/00	1/1/00	1/1/00	1/1/00	1/1/00
PLAN OF SUBDIVISION OF PART OF TRAC. N.C. 1/4 SECTION 18, TOWNSHIP 7S, RANGE 2 E 1/4A.	UNORGANIZED TERRITORY MANITOBA	2004 1/1/00	1/1/00	1/1/00	1/1/00	1/1/00	1/1/00

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CANTON

COMMUNE

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Kilomètres

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Schedule B



Intergovernmental Affairs
Community Planning Services
103-235 Eaton Ave, Selkirk, Manitoba, Canada R1A 0W7
T 204-785-5090 F 204-785-5155
www.manitoba.ca

January 7, 2009
File No. :517-08-43
EXPIRY DATE: January 7, 2011

Harley Jonasson
1007 Century Avenue
Winnipeg, MB R3H 0W4

Dear Mr. Jonasson:

RE : Proposed Subdivision -128 Seasonal Recreational Lots
Pt. W 1/2 17 & Pt. E 1/2 18 – 29 -2E
Crown Land/ Northern Affairs – Fisher Bay
CROWN LANDS / 4793146 MANITOBA LTD

Please be advised that your subdivision application has been conditionally approved as per the attached sketch.

When you have satisfactorily provided this office with evidence that the following requirements and conditions have been met, you will be issued a Certificate of Approval. The Certificate will enable the District Registrar to register the subdivision instrument in the Land Titles Office.

CONDITIONS:

1. To satisfy the Department of Northern Affairs and Fisher Bay Community Council's conditions of approval as set out under the attached Resolution dated December 18, 2008, the following is required:
 - a) A development and easement agreement(s) between the Developer and Aboriginal and Northern Affairs, that will indicate limited services and that any future services will be the responsibility of the Developer;
 - b) That the development and easement agreement(s) are registered as caveats on each lot, and will be forwarded to each new lessees and future lessee informing lessees that limited services are available and any additional service that may be requested will be the responsibility of the Developer;
 - c) The development and easement agreement(s) will provide a guide for site plan approval and well as set backs for development from the front, rear and sides of the lot;
 - d) All conditions brought forward by other departments during the circulation process and identified in the planning report dated October 29th, 2008 are addressed;

Manitoba
spirited energy

- e) All development costs are borne by the applicant;
- f) No municipal services will be provided without consultations between the Developer and Fisher Bay Community Council, and Manitoba Aboriginal and Northern Affairs.
2. Submit confirmation that a Road Closing Bylaw that closes, transfers and addresses the Mines and Minerals affecting the undeveloped Government Road Allowance located between Sections 17 and 18 -29-2 EPM within the subdivision design, has been completed by the Fisher Bay Community Council and Manitoba Aboriginal and Northern Affairs and has received approval from the appropriate authorities.
3. That a 30 metre /100 foot wide Public Reserve dedication is identified along the shoreline of Lake Winnipeg on the required Plan of Subdivision.
4. That the Development Agreement to be entered into between the Developer and the Fisher Bay Community Council and Manitoba Aboriginal and Northern Affairs includes the following recommendations and requirements of Water Stewardship as per their correspondence dated September 4, 2008:
- *The 100 year flood level, less the wave uprush component is identified to be 219.5 metres (720 feet). The submitted topographic survey completed by J.R. Cousin Consultants Ltd. indicates that "the land ranges between 218.6m and 220.5 m."*
 - a) That permanent structures be confined to land at or in excess of elevation 219.5 m (720 feet) as per Provincial Land Use Policy No. 7.
 - b) Flood protection must be provided for all permanent structures to a minimum finished grade of elevation of 219.5m (720 feet). The undersides of the main floor supporting beams of all structures are at a minimum elevation of 220.1 m. (722 feet). Fill should extend to a minimum of 4.6 m (15 ft) outward in all directions from the structure foundations.
 - c) Lands with a natural ground elevation below 218.5 m. (717) feet should not be utilized for development purposes.
 - d) No development should occur in areas identified as having long term standing water and poor drainage.
 - Manitoba Water Stewardship recommends that the following clause be contained within the Development Agreement: that the shoreline Public Reserve is to be established and is to contain undisturbed native riparian vegetation upslope from the ordinary high water mark of Lake Winnipeg. Alteration of the Public Reserve is to be a maximum of 25% of the shoreline length (25 m per 100 m of shoreline length of each lot for a boat house, path, dock etc). Any alteration within this Public Reserve including the removal of near shore or stream aquatic habitat shall not occur unless an activity conforms to a Department of Fisheries and Oceans Canada Operational Statement or an activity is reviewed by the Department of Fisheries and Oceans Canada.
 - That the Development Agreement contains a requirement for residents to provide wastewater holding tank pump out receipts on request; and they further recommend that a policy be implemented whereby wastewater holding tanks for this development are pumped out regularly as part of a service agreement to help prevent the improper discharge of wastewater by residents.
 - That the use of fertilizers be prohibited within the subdivision.

5. That the Plan of Subdivision should identify a revised building setback line for all shoreline lots at 75 metres (246 ft) including Lots 53-56 and Lots 61-65 based on the long term rate of erosion of the Lake Winnipeg shoreline adjacent to the proposed subdivision based on Mr. D. Gould, P. Eng., Geotechnical Consultant's report where he indicates that "an average erosion rate of 1.5 meters per year represents a balanced approach and that the building setback limits should be 75 meters or 246 feet from the shoreline".

6. Submit confirmation that the Crown Lands located within the proposed development in part SE ¼ 18-29-2 EPM has been removed from the Lake Winnipeg Water Power Storage Reserve as there is no provision for permanent development on Crown Land within a Power Storage Reserve so that it can be made available under The Crown Lands Act for cottage subdivision development purposes. (Manitoba Water Stewardship has indicated that it will only withdraw power storage reserve land from those portions of land shown to be above the 100 year flood elevation level and setback sufficiently to allow for shoreline recession due to 50 years of potential erosion or bank instability.) A preview of this land should be made to compare against the original design to determine if any lots need to be removed from the subdivision proposal. Submit an overlay of the land which is available for development within the Part SE ¼ 18-29-2 EPM that has been removed from the water power reserve.

7. Submit confirmation that the Developer has entered into an Easement Agreement with Manitoba Hydro and that a Plan of Easement has been completed.

8. Submit confirmation that the Developer has entered into an Easement Agreement with MTS Allstream Inc. and that a Plan of Easement has been completed.

9. Developer is to submit confirmation that a permit has been obtained from the Department of Infrastructure and Transportation's Access Management Section in Winnipeg for the proposed Public Road connection onto PR 224 and any intended construction within the 38.1m control area of the highway. (Call 945-0324 for permit information.)

10. Developer is to submit a letter of Approval from Manitoba Infrastructure and Transportation acknowledging that the requested traffic study has been completed and that any outstanding matters resulting from the study have been suitably addressed as per the following request: *the developer is to obtain the services of a qualified Transportation Engineer to undertake a detailed traffic impact study to determine what affect traffic generated by full development of these lands may have on PR 224. The study should identify what type of highway improvements may be required to accommodate this development and mitigate any concerns for the operational safety of the highway. The recommendations from such a traffic impact study and any subsequent upgrading of the proposed PR 224/public street intersection will require the Department of Manitoba Infrastructure and Transportation's approval. Also the traffic impact study and any required on-highway improvements must be done at the applicant's expense (contact - Richard Nichol 945-5658).*

11. Developer is to provide a letter from the Engineer stated below confirming that the following has been satisfactorily addressed: *That the written assurance that the Department of Infrastructure and Transportation's Regional Technical Services Engineer in Portage La Prairie (Prokopis Papadimitropoulos Ph 781-7586) has been provided with information to determine if drainage from this proposal would have any adverse affect on the provincial highway drainage system. The Engineer may request that the Applicant or Developer submit a drainage plan prepared by a qualified expert indicating how this land will be drained, the*

impact that additional runoff will have on the highway facility (if any) and what revisions will have to be made to the existing system to accommodate any additional runoff. It should also be noted that cost of any revisions to the highway drainage system which are directly associated with this development will be the Applicant's responsibility.

12. Submit lot realignment design for pre-approval for the one lot adjacent to PR 224 (identified as "34") that may be entirely within the 38.1m control area of the highway. The size of this proposed lot may require revision so it will be able to accommodate a building setback of at least 22.8 m (75 ft) from the PR 224 right- of- way or consolidate this proposed lot with an adjacent lot.
13. Submit confirmation from the appropriate representative that confirms that the proposed development site has been withdrawn or is not contained within the proposed boundaries of the Ochiwasahowv (Fisher Bay) Park Reserve area.
14. Submit confirmation from Manitoba Aboriginal Affairs and Fisher Bay Community Council that they are satisfied that the adjacent Fisher River Cree Nation has sufficient capacity at their existing solid waste disposal grounds, intended to service the proposed development site for the increased solid waste that will result, so that the immediately adjacent solid waste disposal grounds used by the Fisher Bay Community are not negatively impacted, or indicate that suitable arrangements with their own licensing arrangement for a shared agreement have been completed.
15. Submit confirmation that acknowledges that a wastewater treatment facility is operational and is willing and has the capacity to accept and treat the wastewater that will result from this proposal. (The Fisher River Cree Nation aerated waste water lagoon is yet to be constructed.)
16. A final draft copy of the proposed plan of subdivision is to be submitted for final review and consideration prior to final mylars being submitted for approval.
17. All lots shown on the Plan of Subdivision shall be no less than 1400 m² (15,070 sq ft/ 0.345 ac.) in area and no less than 30 m (100 feet) wide.
18. Road widths shown on the Plan of Subdivision shall be no less than 20 m (66 ft) wide.
19. Developer is to ensure that there are at least two points of access, to the development from the existing road system. Should the development be in phases, there must be at least two points of access at each stage, one of which may be temporary.

Please be informed that under Section 129(1) of The Planning Act you may appeal any of the above conditions to The Municipal Board. Such an appeal is required to be lodged within thirty (30) days of the date of this letter. If you wish to appeal, you should mail a notice of appeal by registered or certified mail (postage prepaid), to, or serve such a notice upon, the Secretary of The Municipal Board at 1144-363 Broadway, Winnipeg, Manitoba, R3C 3N9. This notice should contain your name and address, the legal description of the land to be subdivided, and the name of the municipality in which the land is located. If someone else is filing the appeal on your behalf, that person's name and address should be included in the notice. A filing fee of \$75.00 payable to The Municipal Board should accompany the filing of the appeal. (Reg. 189/89, The Municipal Board Act.).

REQUIREMENTS:

- A) **Your Approval Fee is \$9000.00**, which is the fee payable before a Certificate of Approval, will be issued. Please submit fee to this office. Cheques are payable to the Minister of Finance. This fee may be adjusted if the number of new lots is reduced.
- B) Your initial Subdivision Application Fee of **\$250.00** is outstanding and is required to be paid.
- C) The Land Titles Office has indicated it will require a **multi-lot plan of subdivision**, surveyed and drawn by a Manitoba Land Surveyor. Submit to this office the surveyor's final plan and two Mylar copies tentatively approved by the Examiner of Surveys (**together with three paper prints**). If you have any concerns with this requirement, please contact the District Registrar in the Winnipeg Land Titles Office.

WLTO NOTE: A Real Property Act (RPA) is **required** for SE ¼ 18-29-2 E.

- D) Provide this office with a copy of the plan of subdivision showing the **total area of each lot, block and public reserve calculated by the surveyor** in either square feet or square metres.

This conditional approval is valid for **two years (24 months)** from the date of this letter. If within this time period you have not met the above requirements and conditions and obtained your Certificate, the approval automatically expires, unless you have made satisfactory arrangements with this office for an appropriate extension. The fee payable for an extension to this Conditional Approval is \$150.00. A cheque made payable to the Minister of Finance shall accompany the request for the extension.

Yours sincerely,

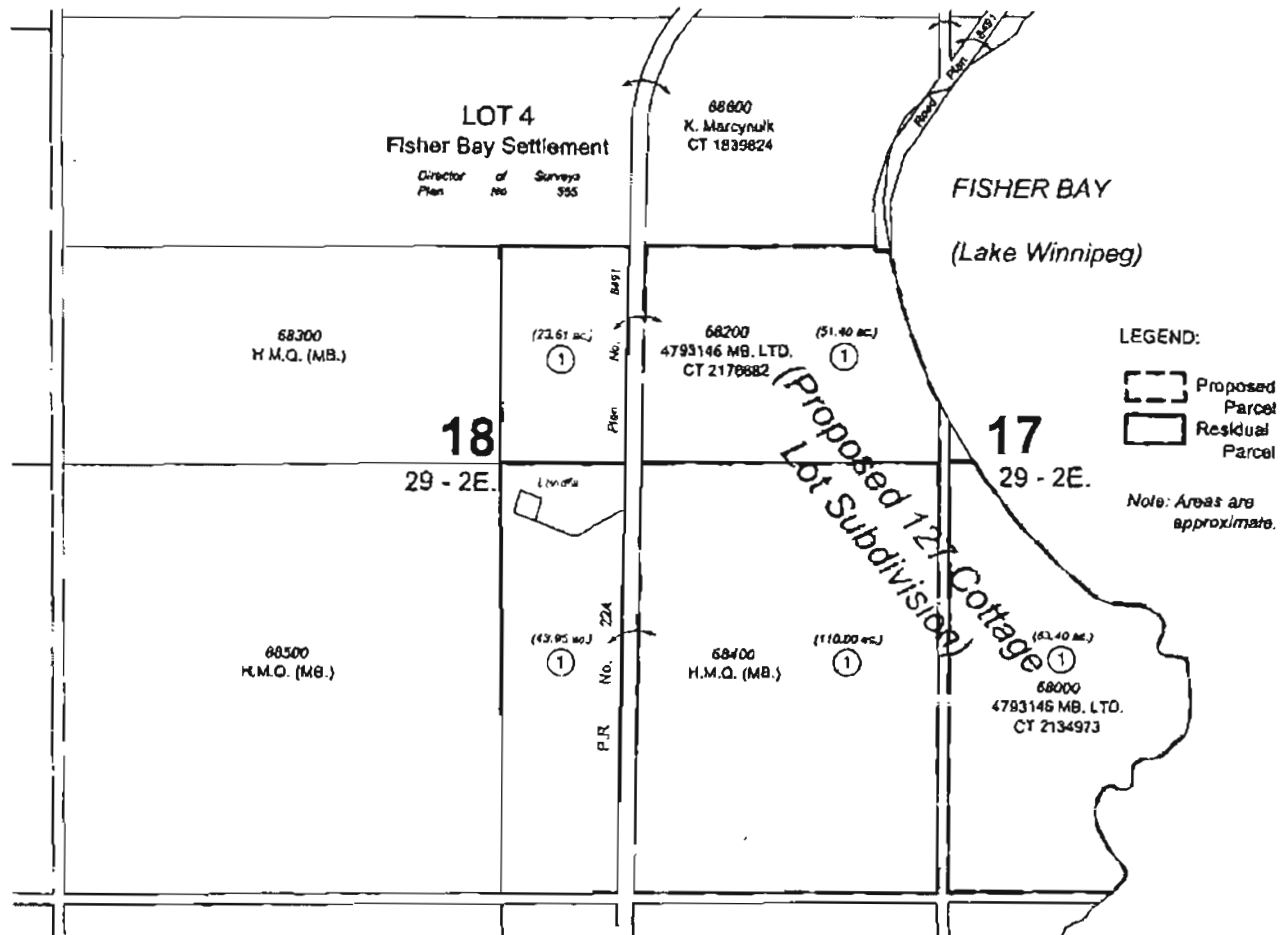


FOR THE APPROVING AUTHORITY

JK/

Att.
c.c. Aboriginal and Northern Affairs – Karen Barker
Manitoba Hydro
MTS Allstream Inc.
Environmental Operations
Conservation – Lyle Campbell
Infrastructure & Transportation – Diana Scott
Water Stewardship- William Weaver
Land Titles Office

Sec. 17 & 18 Twp. 29 Rge. 2E.

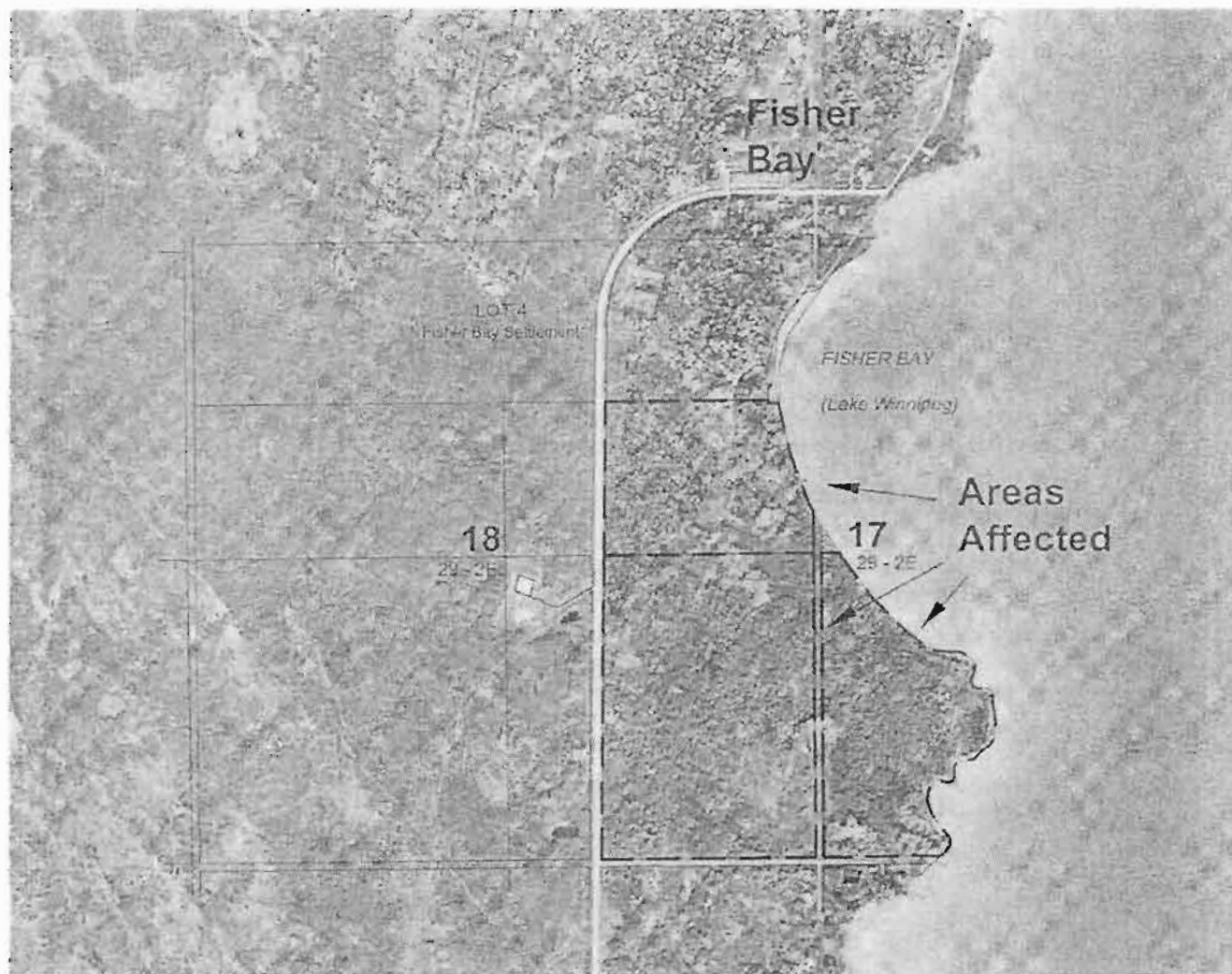


Community Fisher Bay



	FILE NUMBER	REGISTERED OWNER	ACCEPTED	DECISION & DATE
①	517-08-43	PROVINCE OF MANITOBA, et al		
②				
③				
④				
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Sec. 17 & 18 Twp. 29 Rge. 2E.



Community Fisher Bay



PHOTO MAP
517-08-83

Date of Photo - August, 1998

Fisher Bay Community Council
Resolution Form 2008 – 2009

Motion #

Moved by:

Seconded by:

Whereas: Council received subdivision planning report from Intergovernmental Affairs, Community Planning Services dated October 29, 2008 with regards to a proposed 128 lot cottage subdivision in Pt. SE ¼ Sec 17 & W ½ Sec. 18 -29-2 EPM within the community boundary on land jointly owned by PL HMQ/Crown Lands & Pt 479346 Manitoba Ltd.

And whereas: Due to the creation of a road within the proposed subdivision as per the Planning Act, a public hearing was held Dec 2 without representation from anyone who wish to make them;

And whereas: on December 2, 2008 Council held a public consultation with regards to the Proposed Subdivision; with no additional concerns raised,

Be it resolved: That Council conditionally approves of the subdivision as presented in the planning report.

Be it Further Resolved: That council requests Aboriginal and Northern Affairs to inform Intergovernmental Affairs to proceed with conditional approve as per the planning report.

Be It Further Resolved: that council request Northern Affairs to assist in the development of the road closure by-Law required as a result of the subdivision Application.

CARRIED

I certify that the above resolution was passed at the () Regular Meeting, (X) Special Meeting of the Fisher Bay Council held on 8th day of December, 2008.

Clarence Bowen
Mayor

I certify that the above is a true and correct copy of the motion/resolution as it appears in the minutes of the meeting of the Fisher Bay Council held on the 9th day of December, 2008.

Shannon Webb
Community Administrative Office
Shannon Webb

TOTAL FUGS



Intergovernmental Affairs

Community Planning Services
103-235 Eaton Ave, Selkirk, Manitoba, Canada R1A 0W7
T 204-785-9090 F 204-783-5155
www.manitoba.ca

July 17, 2009
File No: 517-08-43

Harley Jonasson
1007 Century Avenue
Winnipeg, MB R3H 0W4

RE: Proposed Subdivision – Revised to 88 lots- Regarding Conditional Approval Letter dated Jan. 7, 2009
Pt. W ½ 17 & Pt. E ½ 18 – 28-2E
Crown Land/Northern Affairs – Fisher Bay
Crown Lands / 4783146 Manitoba Ltd.

Further to your inquiry of July 15, 2009, you requested that our office issue a revised Conditional Approval letter to reflect your revised 88 lot subdivision submission. Community Planning Services issued Condition Approval based on the original 127 lot subdivision proposal on January 7, 2009. We acknowledge that you submitted the 88 lot revision to resolve some issues that have been identified through the subdivision process. We have reviewed the design revision against the conditions identified in the January 7, 2009 letter and provided an update below of the conditions that have been met or those that still need to be addressed.

It is our preference not to re-issue a revised Conditional Approval Letter as requested but rather continue with the letter issued January 7, 2009. Please provide us with written confirmation and/or evidence that each of the remaining (or adjusted conditions and requirements as set out below) have been met. When the conditions and requirements have been suitably addressed, final subdivision approval will be issued.

The January 7, 2009 letter of Conditional Approval identified 19 Conditions and 4 Requirements.

Conditions that have been met, addressed or need attention as a result of the 88 lot revision are as follows:

- Condition 2 - (Road Closing Bylaw) not required/ condition met.
- Condition 3 & 4 - "Public Reserve" to be replaced and identified as "Crown Reserve."
- Condition 5 - Water Stewardship provided updated comments by way of your rectification acknowledging 88 lot revision dated June 9 & 10, 2009 as follows: shoreline setback adjacent to Lots previously numbered 53-56 and 81-85; Now Lots 14-16 and Lots 21-25, should have 45m Shoreline Setback but indicate 30 m setback in revision. Written approval from Dean Gould, P. Eng Geotechnical Engineering consultant is required for any reduced setback.
- Water Stewardship now also identify that Proponent is required to apply for a Water Rights License to Construct Water Control Works and submit an Engineered Drainage Plan to Geoff Reimer, C.E.T., Senior Water Resource Officer (PH: 204-467-4450) as a condition of subdivision.
- Condition 12 - (lot realignment as lot within 38.1, control area of highway) Revision excludes affected proposed lot / condition met.
- Condition 17 - (Lot widths) - note that irregularly shaped lots between Lots 39 to 53 will be less than 100 ft wide.
- Condition 19 (Ensure two points of access) Redesign includes Cul du Sac's in place of through roads. Two access points preferred for emergency situations and phasing of development but now not necessary.

Requirements that have been met, or need adjustment as a result of the revision:

- Requirement A - Approval Fee adjusted to \$9750.00 (previously \$9000.00).

By providing the *Commenting Agencies* with a copy of this memo and a copy of the revised 88 lot design (copy attached), they are being updated with the status of the proposal and conditions and requirements to date. *Commenting Agencies* are requested to advise our office immediately of any issues or concerns they may have resulting from the revision.

Sincerely,



Don Malinowski,
Regional Manager

Attachment

CC: To Commenting Agencies

Schedule "C"

GREY WILLOW DRIVE DEPOSIT PLAN NO. 1262/2010 CROWN LOTS			
Lot	Rear Setback (m)	Front Setback (m)	Side Yard Setback (m)
1	7.62	7.62	3.0
2	7.62	7.62	3.0
3	7.62	7.62	3.0
4	7.62	7.62	3.0
5	7.62	7.62	3.0
6	7.62	7.62	3.0
7	7.62	7.62	3.0
8	7.62	7.62	3.0
9	7.62	7.62	3.0
10	7.62	7.62	3.0
11	7.62	7.62	3.0
12	7.62	7.62	3.0
13	7.62	7.62	3.0
14	7.62	7.62	3.0
15	7.62	7.62	3.0
16	7.62	7.62	3.0
17	7.62	7.62	3.0
18	7.62	7.62	3.0
19	7.62	7.62	3.0
20	7.62	7.62	3.0
21	7.62	7.62	3.0
22	7.62	7.62	3.0
23	7.62	7.62	3.0

Schedule "C"

BEACH COVE DEPOSIT PLAN NO. 402/11 BAY RIVER DEVELOPMENT LOTS			
Lot	Rear (Lakeside) Setback (m)	Front Setback (m)	Side Yard Setback (m)
1	7.62	7.62	3.0
2	7.62	7.62	3.0
3	7.62	7.62	3.0
4	7.62	7.62	3.0
5	7.62	7.62	3.0
6	7.62	7.62	3.0
7	7.62	7.62	3.0
8	7.62	7.62	3.0
9	7.62	7.62	3.0
10	7.62	7.62	3.0
11	7.62	7.62	3.0
12	7.62	7.62	3.0
13	7.62	7.62	3.0
14	19.6	7.62	3.0
15	32.3	7.62	3.0
16	28.4	7.62	3.0
17	34.4	7.62	3.0
18	41.1	7.62	3.0
19	44.1	7.62	3.0
21	32.1	7.62	3.0
22	33.3	7.62	3.0
23	32.0	7.62	3.0
24	28.4	7.62	3.0
25	29.3	7.62	3.0
26	19.8	7.62	3.0
27	7.62	7.62	3.0
28	7.62	7.62	3.0
29	7.62	7.62	3.0
30	7.62	7.62	3.0
31	7.62	7.62	3.0

Schedule "C"

CREE DRIVE BAY DEPOSIT PLAN NO. 406/11 BAY RIVER DEVELOPMENT LOTS			
Lot	Rear (Lakeside) Setback (m)	Front Setback (m)	Side Yard Setback (m)
1	7.62	7.62	3.0
2	7.62	7.62	3.0
3	7.62	7.62	3.0
4	7.62	7.62	3.0
5	7.62	7.62	3.0
6	7.62	7.62	3.0
7	7.62	7.62	3.0
8	24.3	7.62	3.0
9	27.4	7.62	3.0
10	30.0	7.62	3.0
11	31.7	7.62	3.0
12	32.3	7.62	3.0
13	31.8	7.62	3.0
14	31.7	7.62	3.0
15	32.5	7.62	3.0
16	32.3	7.62	3.0
17	32.3	7.62	3.0
18	34.6	7.62	3.0
19	35.3	7.62	3.0
20	7.62	7.62	3.0
21	7.62	7.62	3.0
22	7.62	7.62	3.0
23	7.62	7.62	3.0

Schedule "D"

GREY WILLOW DRIVE DEPOSIT PLAN NO. 1262/2010 CROWN LOTS			
Lot	Elevation at Front PL	Minimum Ground Elevation Around Building	Fill Requirement (m)
1	219.3	219.5	0.2
2	219.3	219.5	0.2
3	219.3	219.5	0.2
4	219.4	219.5	0.1
5	219.3	219.5	0.2
6	219.4	219.5	0.1
7	219.4	219.5	0.1
8	219.3	219.5	0.2
9	219.3	219.5	0.2
10	219.4	219.5	0.1
11	219.3	219.5	0.2
12	219.3	219.5	0.2
13	219.3	219.5	0.2
14	219.4	219.5	0.1
15	219.5	219.5	0
16	219.3	219.5	0.2
17	219.3	219.5	0.2
18	219.4	219.5	0.1
19	219.3	219.5	0.2
20	219.4	219.5	0.1
21	219.4	219.5	0.1
22	219.4	219.5	0.1
23	219.4	219.5	0.1

Schedule "D"

BEACH COVE DEPOSIT PLAN NO. 402/11 BAY RIVER DEVELOPMENT LOTS			
Lot	Elevation at Front PL	Minimum Ground Elevation Around Building	Fill Requirement (m)
1	218.7	219.5	0.8
2	218.6	219.5	0.9
3	218.7	219.5	0.8
4	218.7	219.5	0.8
5	218.7	219.5	0.8
6	218.8	219.5	0.7
7	218.6	219.5	0.9
8	218.6	219.5	0.9
9	218.7	219.5	0.8
10	218.8	219.5	0.7
11	218.7	219.5	0.8
12	218.7	219.5	0.8
13	218.7	219.5	0.8
14	218.6	219.5	0.9
15	218.8	219.5	0.7
16	218.7	219.5	0.8
17	218.5	219.5	1.0
18	218.5	219.5	1.0
19	218.5	219.5	1.0
20	218.5	219.5	1.0
21	218.6	219.5	0.9
22	218.6	219.5	0.9
23	218.8	219.5	0.7
24	218.9	219.5	0.6
25	218.6	219.5	0.9
26	218.6	219.5	0.9
27	218.4	219.5	1.1
28	218.6	219.5	0.9
29	218.6	219.5	0.9
30	218.6	219.5	0.9
31	218.7	219.5	0.8

Schedule "D"

CREE DRIVE BAY DEPOSIT PLAN NO. 406/11 BAY RIVER DEVELOPMENT LOTS			
Lot	Elevation at Front PL	Minimum Ground Elevation Around Building	Fill Requirement (m)
1	222.0	219.5	0
2	221.9	219.5	0
3	221.6	219.5	0
4	221.3	219.5	0
5	221.1	219.5	0
6	220.8	219.5	0
7	220.6	219.5	0
8	220.2	219.5	0
9	220.0	219.5	0
10	219.8	219.5	0
11	219.8	219.5	0
12	219.6	219.5	0
13	219.3	219.5	0.2
14	219.3	219.5	0.2
15	219.2	219.5	0.3
16	219.2	219.5	0.3
17	219.2	219.5	0.3
18	219.1	219.5	0.4
19	219.0	219.5	0.5
20	219.0	219.5	0.5
21	218.7	219.5	0.8
22	218.8	219.5	0.7
23	219.0	219.5	0.5
24	219.1	219.5	0.4
25	219.1	219.5	0.4
26	219.3	219.5	0.2
27	219.4	219.5	0.1
28	219.7	219.5	0
29	219.9	219.5	0
30	220.0	219.5	0
31	220.8	219.5	0
32	221.6	219.5	0
33	221.1	219.5	0
34	221.6	219.5	0