

SCHEDULE "D" - ADDITIONAL PROVISIONS**GENERAL**

1. Pursuant to Paragraph 3.7, the Developer shall provide detailed construction and development schedules for all Municipal Improvements (including landscaping, fencing and amenities), prior to commencing construction or installation of any Municipal Improvements. The form of schedule shall be satisfactory to the County.
2. The development must proceed in strict compliance with Environmental Protection and Enhancement Act, the Water Act, the Public Lands Act, the Occupational Health and Safety Act and County requirements. The Developer and its Consultant are responsible for securing acceptances required under these Acts and any other applicable regulations, codes, standards and guidelines. Submissions to Alberta Environment and Parks shall be through the County. Construction cannot proceed until all required acceptances are in place with the County and the Province.
3. The Developer covenants and agrees to secure all necessary crossing agreements with ATCO Gas. The Developer shall be responsible to pay for and construct all necessary structures required for crossing ATCO pipelines including but not limited to fencing, drainage structures and any landscaping that may cross, alter or access the pipeline lands.
4. The Developer shall be responsible for obtaining all required approvals from Alberta Transportation for the development. Construction will not be permitted to proceed until all required Alberta Transportation approvals have been obtained and provided to the County.
5. The Developer covenants and agrees to register a maintenance easement that provides for eave and footing encroachment, drainage, and access for the purposes of maintenance within the easement; including an advisory that there shall be no roof leader discharge directed toward the easement, on the certificate of title for each of the Lots 1 through 48, Block 150 as shown on Schedule "B-2" to the satisfaction of Strathcona County.
6. The Developer covenants and agrees to register an easement and restrictive covenant that provides for cross lot drainage on the certificate of title for each of the Lots 83 through 94, Block 143 as shown on Schedule "B-2" to the satisfaction of Strathcona County.

STORMWATER

7. The Developer covenants and agrees to design and construct, at its own cost, a storm sewer system of sufficient size and capacity to service the Development Area, to the satisfaction of the County.
8. The Developer shall provide an interim stormwater management facility including temporary access as well as methods of collection and conveyance of major overland drainage from the remnant lands to the interim stormwater management facility.

9. The Developer shall be responsible for obtaining Alberta Environment and Parks approval for the interim stormwater management facility and shall be responsible for the operation and maintenance of the interim stormwater management facility during the development period until such time as the ultimate facility and associated works are completed and accepted by the County.
10. Construction of the ultimate stormwater management facility shall be required with the next stage of development beyond Summerwood North Stage 2 or as determined by the County.
11. The Developer shall be responsible for the operation and maintenance of the interim stormwater management facility until such time as:
 - 11.1 Alberta Environment and Parks has issued a reclamation certificate for the lands described in Schedule "A";
 - 11.2 the ultimate stormwater management facility has received a Construction Completion Certificate; and
 - 11.3 the ultimate stormwater management facility has been registered as a Public Utility Lot.
12. The Developer shall provide security to the County for the maintenance of the interim stormwater management facility. This security shall not be released until a Construction Completion Certificate has been issued for the ultimate stormwater management facility. The County shall be entitled to draw upon the security at any time for the purpose of doing any work required to maintain or abandon the interim stormwater management facility.
13. Pursuant to Section 16, the Developer acknowledges and agrees that it will be responsible for construction of a stormwater management facility to accommodate further development on land adjacent or in proximity to the Development Area, as indicated within the Summerwood North Engineering Design Brief. The Developer shall be entitled to recover such shared costs in accordance with Section 16 of this Agreement.
14. The Developer covenants and agrees to provide all necessary easements for the purposes of providing the County with access to the interim stormwater management facility and associated works and for purposes of providing conveyance and storage of stormwater, all to the satisfaction of the County.
15. The Developer shall be responsible for assessing, installing and maintaining security measures as required for the private interim stormwater management facility prior to issuance of the Stage 2A Construction Completion Certificate. Any/all security measures shall remain in place until such time the ultimate stormwater management facility has been issued Construction Completion Certificates.

WATER

16. The Developer covenants and agrees to design and construct, at its own cost, a municipal water system to service the Development Area, to the satisfaction of the County.
17. The Developer shall provide a 2.0 meter easement for the watermain as follows:
 - (a) along the southeast boundary of Lot 100 Block 129;
 - (b) along the south boundary of Lot 215, Block 129; and
 - (c) along the north boundary of Lot 28, Block 148.
18. Pursuant to Section 16, the Developer acknowledges and agrees that it will be responsible for construction of water lines necessary to accommodate further development on land adjacent or in proximity to the Development Area, as indicated within the Summerwood North Engineering Design Brief. The Developer shall be entitled to recover such shared costs in accordance with Section 16 of this Agreement.
19. The Developer covenants and agrees it shall be responsible to construct water looping for the Development Area to the satisfaction of the County.

SANITARY

20. The Developer covenants and agrees to design and construct, at its own cost, a sanitary sewer system of sufficient size and capacity to service the Development Area, to the satisfaction of the County.
21. Pursuant to Section 16, the Developer acknowledges and agrees that it will be responsible for construction of sanitary sewers necessary to accommodate further development on land adjacent or in proximity to the Development Area, as indicated within the Summerwood North Engineering Design Brief. The Developer shall be entitled to recover such shared costs in accordance with Section 16 of this Agreement.
22. The Developer acknowledges and agrees that occupancy of any dwelling(s) within the Development Area shall be withheld until the Summerwood North pumpstation and force main, and related facilities have been issued a Construction Completion Certificate and are deemed operational to the satisfaction of the County.
23. The County and the Developer covenant and agree that any future residential sales center or dwelling within the Development Area shall require the Developer to enter into a Waiver, Assumption of Risk and Indemnity Agreement with the County prior to the release of building permits for the development area.
24. The County and the Developer covenant and agree that that all builders shall enter into a Non-Occupancy Agreement that shall be registered on title of each lot for every Development Permit application made for a residential sales center or dwelling that is submitted prior to the completion of the pumpstation and force main outlined in Provision ## of this Agreement.

25. The Developer covenants and agrees to enter into a development agreement for the design and construction of the pump station and force main to the satisfaction of the County.

TRANSPORTATION

26. The Developer shall provide for the County's review and acceptance, a plan showing the access and egress routes for construction traffic, both for building construction and construction of Municipal Improvements for the Development Area. The Developer will provide street sweeping and clean-up of access and egress routes designated by the Developer for construction traffic, and will be responsible for any damage which may occur to the roads as a result of construction traffic.
27. The Developer shall be responsible for the design and construction of any off-site roadway improvements, including noise berms and sound attenuation fencing to the satisfaction of Strathcona County in accordance with the approved Summerwood Traffic Impact Analysis and Noise Impact Assessment.
28. The Developer shall construct a berm and sound attenuation fence along the northeast boundary, abutting Highway 21, Canadian National Railway Right of Way and Highway 16 as shown in Schedule "B-3". Noise caveats shall be registered in accordance with the Noise Impact Assessment.
29. Pursuant to Section 16, the Developer acknowledges and agrees that it will be responsible for construction of roads to accommodate further development on land adjacent or in proximity to the Development Area, as indicated within the Summerwood Traffic Impact Assessment. The Developer shall be entitled to recover such shared costs in accordance with Section 16 of this Agreement.
30. The Developer shall design and construct a temporary access to the pump station, as shown on Schedule "B-3", prior to issuance of a Construction Completion Certificate for roadworks in Stage 2A or the pump station and force main which is under separate agreement. Construction of the temporary access shall require the following conditions:
 - 30.1 The access shall remain in place until the lands lying north of the Development Area are developed and the County advises the Developer, in writing, that the temporary access is no longer required;
 - 30.2 For as long as the access is required by the County, the Developer shall be responsible, at its own cost and expense, for the maintenance of the access, to the satisfaction of the County; and
 - 30.3 The Developer shall register an easement in a form satisfactory to the County, for County access to the pump station, and such easement shall only be discharged by the County when the permanent access as required by the County has been constructed.

31. The Developer shall design and construct a temporary turnaround, as shown on Schedule "B-3", prior to issuance of a Construction Completion Certificate for road works in Stage 2A. Construction of the temporary turnaround will not be required if development of the lands abutting the Development Area has commenced prior to application for the Stage 2A roadworks Construction Completion Certificate and/or the requirement for the turnaround is waived by the County at the time of, or before application, for the Stage 2A road works Construction Completion Certificate. Construction of the temporary turnaround shall require the following conditions:
- 31.1 The turnaround shall remain in place until the lands lying north of the Development Area are developed and the County advises the Developer, in writing, that the turnaround is no longer required;
 - 31.2 For as long as the turnaround is required by the County, the Developer shall be responsible, at its own cost and expense, for the maintenance of the turnaround, to the satisfaction of the County;
 - 31.3 The Developer shall register easements in a form satisfactory to the County, for County access to the turn-around, and such easements shall only be discharged by the County when the turn-around is no longer required by the County; and
 - 31.4 In the event that, at the time the Developer requests a Final Acceptance Certificate for any of the paved roadways within the Development Area, and the lands lying north of the Development Area have not been developed, the Developer shall:
 - (a) deposit with the County security in a form and amount satisfactory to the County, for the purposes of maintaining the temporary turnaround for a further period of time specified by the County to ensure that the Developer continues with the obligation to maintain the temporary turnaround in accordance with Provision 25.1; or
 - (b) upgrade the turnaround to a permanent standard, to the satisfaction of the County, whereby the provisions of this Agreement will apply; or
 - (c) both (a) and (b), as may be required by the County at its discretion.
32. The Developer shall construct an emergency access connecting the Stage 2A lands as shown in Schedule "B-3" prior to issuance of the Construction Completion Certificate. The Developer shall construct and install the emergency access in accordance to specification, and in such locations, as determined by the County. The Developer shall grant to the County an easement, in a form acceptable to the County, across the required land for the period which the emergency access is required.

OPEN SPACE CRITERIA**33. In addition to the requirements under Section 14 (FENCING):**

33.1 The Developer shall construct a 1.84 meter flankage fence in accordance with Strathcona County Design and Construction Standards as follows:

- (a) along the southeast boundary of Lot 100 Block 129;
- (b) along the south boundary of Lot 215, Block 129;

All flankage fencing is to be constructed from the rear of the property line to the utility easement line in the front of the property. The fence shall be evenly stepped down from 1.84 meters in height from the back of the property line to 1.0 meters in height at the utility easement.

33.2 The Developer shall install a 1.5 meter chain link fence, in accordance with Strathcona County Design and Construction Standards, and to the satisfaction of the County, along the rear of Lots 206 and 207, Block 129.

33.3 The Developer shall install a 3.0 meter closed double board noise attenuation fence in accordance with Strathcona County Design and Construction Standards along the northeast boundary of the interim stormwater management facility as shown in Schedule "B-3".

34. The Developer shall ensure that the equivalent of one tree per single detached residential lot is provided or equivalent improvement in accordance with Strathcona County Design and Construction Standards. In the event that there is insufficient area to accommodate the aforementioned requirement, the Developer shall provide security in the amount of 115% of the value of any outstanding trees for other equivalent improvements within Summerwood North, prior to the issuance of the Construction Completion Certificate for soft landscaping and to the satisfaction of the County.

35. If the Developer fails to maintain a Development Area in the manner and style consistent with the intent of this Agreement, the Developer will be contacted to rectify the outstanding item(s) within 72 hours. If after 72 hours the item is not remedied, the County will be at liberty to complete the work and charge the Developer for the cost of such work at commercial rates.