
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 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 the Developer's Consultant are responsible for securing approvals 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 approvals are in place with the County and the Province.

STORMWATER

3. The Developer covenants and agrees to design and construct, at its own cost, a municipal stormwater management facility to service the Development Area, to the satisfaction of the County.

WATER

4. 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.
5. The Developer covenants and agrees to design and construct, at its own cost, water looping to service the Development Area within one year from the issuance of Construction Completion Certificate for underground (water) improvements for the Development Area, to the satisfaction of the County.
6. The Developer acknowledges and agrees that release of building permits shall be withheld until the potable water reservoir, permanent offsite water transmission main and related facilities are deemed operational by the County, pursuant to clauses 7 and 8 within Schedule D of the Development Agreement dated June 7, 2012 for the Ardrossan Wastewater Project, and clause 7 within Schedule D of the Ardrossan Heights Stage 1D Development Agreement dated April 17, 2014.

WASTEWATER

7. 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.
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8. The Developer covenants and agrees that a Construction Completion Certificate for underground (sanitary) improvements shall not be granted nor deemed to be issued for the Development Area until Ardrossan Estates Stage 2 has received a Construction Completion Certificate for underground (sanitary) improvements to the satisfaction of the County.

TRANSPORTATION

9. The Developer shall provide for the County's review and approval, a plan showing the access and egress routes for construction traffic, both for home building and construction of Municipal Improvements for the Development Area. The Developer will provide street sweeping and clean-up of access routes designated by the Developer for residential construction traffic, and will be responsible for any damage which may occur to the roads as a result of construction traffic.
 10. The Developer covenants and agrees that a Construction Completion Certificate for aboveground improvements shall not be granted nor deemed to be issued for the Development Area until Main Street and all associated municipal improvements within the Ardrossan Estates Stage 2 agreement have received a Construction Completion Certificate to the satisfaction of the County.
 11. The Developer shall design and construct a temporary turnaround, as shown on Schedule "B", prior to the issuance of a Construction Completion Certificate for aboveground improvements for the Development Area. Construction of the temporary turnaround will not be required if development of the lands abutting the Development Area has commenced prior to, and/or the requirement for the turnaround is waived by the County at the time of, or before, application for the aboveground Construction Completion Certificate for the Development Area. Construction of the temporary turnaround shall require the following conditions:
 - 11.1 The turnaround shall remain in place until development commences on the abutting lands lying east of the Development Area and the County advises the Developer, in writing, that the turnaround is no longer required;
 - 11.2 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;
 - 11.3 The Developer shall register an easement in a form satisfactory to the County, for County access to the turnaround, and such easement shall only be discharged by the County when the turnaround is no longer required by the County;
 - 11.4 In the event that development has not commenced on the abutting land lying east of the Development Area at the time the Developer requests a Final Acceptance Certificate for the paved roadway within the Development Area, the Developer shall:
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- 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 11.2; or
- b) upgrade the turn-around 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.

OPEN SPACE CRITERIA

- 12. 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 complete the work and charge the Developer for the cost of such work at commercial rates.
- 13. Lots 15MR and 7PUL shall be developed in accordance with the County Design and Construction Standards to the satisfaction of the County.
- 14. In addition to the requirements under Section 14 (FENCING);
 - 14.1 The Developer shall install marker posts on the east boundary of Lot 10ER, Block 8 in accordance with the County Design and Construction Standards.
 - 14.2 The Developer shall install a 1.84 meter closed board fence in accordance with the County Design and Construction Standards and to the satisfaction of the County, as follows:
 - a) along the northwest boundary of Lots 1 through 6, Block 8; and
 - b) along the northwest boundary of Lot 8, Block 8.
 - 14.3 The Developer shall install a 1.84 metre closed board flankage fence in accordance with the County Design and Construction Standards, as follows:
 - a) along the east flank of Lot 6, Block 8.
 - b) along the west flank of Lot 8, Block 8
 - c) along the northwest flank of Lot 16, Block 7.

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 1.84m in height from the back of the property line to 1.0 m in height at the utility easement.

- 14.4 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, as follows:
- a) along the southwest boundary of Lots 16 through 25, Block 7;
 - b) along the northeast boundary of Lots 8 and 9, Block 8;
 - c) along the east flank of Lots 9 and 11, Block 8; and
 - d) along the southeast boundary of Lot 11, Block 8.
15. The Developer shall ensure that the equivalent of one tree per residential lot is provided in accordance with the County Design and Construction Standards.