

**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. Development within the Development Area must proceed in strict compliance with Environmental Protection and Enhancement Act, the Water Act, the Public Lands 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.
3. The Developer shall be responsible for constructing Main Street to its ultimate configuration including road improvements and associated landscaping within the Development Area in accordance with accepted engineering and landscaping drawings. Security for these improvements shall be provided in accordance with Section 22 of this Agreement. The Developer further agrees that the design and construction of Main Street and associated landscaping improvements shall be completed at the Developer's sole cost and expense and to the satisfaction of the County. The County hereby agrees that the construction of landscaping and sidewalks will be deferred for the portion of lands east and south east of Main Street until adjacent stages are developed, and will not form part of this Agreement.

**OFF-SITE GRADING AND DRAINAGE**

4. The Developer shall prepare, for the acceptance of the County, a grading plan that includes abutting lands as shown within the offsite grading boundary within Schedule "B" and the accepted engineering drawings for the Development Area. The grading plan shall include:
  - a) grades and drainage patterns for the offsite area during construction;
  - b) grades and drainage patterns for the offsite area upon the completion of all surface restoration; and
  - c) an erosion and sedimentation control plan that is to the satisfaction of the County.

The Developer covenants and agrees that further to the provisions of Section 4 of this agreement, in the event that the Developer does not commence grading of the offsite area or in the event that the Developer abandons further development, the County shall be entitled at any time thereafter to give notice to the Developer to reclaim the offsite area and restore the lands to a state that is equivalent or superior to the state it was in

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prior to the commencement of development. Security for the grading of the offsite area shall be provided in accordance with Section 22 of this Agreement.

5. The Developer shall complete the grading of the offsite area in accordance with the approved Ardrossan Estates Stage 2 detailed engineering drawings prior to issuance of the Construction Completion Certificate, and shall complete all surface restoration of the offsite grading area prior to Final Acceptance Certificate for Ardrossan Estates Stage 2 to the satisfaction of the County.

## **STORMWATER**

6. 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.
7. The Developer covenants and agrees to provide all necessary easements for the purposes of providing the County with access to all stormwater management facilities and for purposes of conveyance and storage of all stormwater, all to the satisfaction the County.
8. The Developer shall be responsible for obtaining Alberta Environment and Parks approvals for the ultimate facility and shall be responsible for the operation and maintenance of the facility during the development period until such time of issuance of the Construction Completion Certificate and accepted by the County.

## **WATER**

9. 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.
10. 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**

11. 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.

## **TRANSPORTATION**

12. 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
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of Municipal Improvements for this 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.

13. The Developer shall design and construct three temporary turnarounds, as shown on Schedule "B", prior to issuance of a Construction Completion Certificate for road works in Stage 2. Construction of the temporary turnarounds will not be required if development of the lands abutting the Development Area has commenced prior to application for the Stage 2 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 2 road works Construction Completion Certificate. Construction of the temporary turnarounds shall require the following conditions:
    - 13.1 The turnarounds 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 turnarounds are no longer required;
    - 13.2 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 turnarounds, to the satisfaction of the County;
    - 13.3 The Developer shall register easements in a form satisfactory to the County, for County access to the turnarounds, and such easements shall only be discharged by the County when the turnarounds are no longer required by the County;
    - 13.4 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:
      - 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 13.1; 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.
  14. The Developer shall construct an emergency access connecting the Stage 2 lands as shown in Schedule "B" 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
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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**

15. 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.
16. The Developer covenants and agrees that the offsite grading of the abutting lands shall be reclaimed in accordance with an approved site reclamation plan prior to issuance of the Final Acceptance Certificate for landscaping improvements within the Development Area in accordance with Sections 9 and 10 of this Agreement.
17. Lots 6PUL and 11PUL shall be developed in accordance with the County Design and Construction Standards to the satisfaction of the County.
18. In addition to the requirements under Section 14 (FENCING AND MARKER POSTS);
  - 18.1 The Developer shall install marker posts on the north boundary of Lot 18ER, Block 3 in accordance with the County Design and Construction Standards.
  - 18.2 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 south flank of Lot 10, Block 4;
    - b) along the southwest flank of Lot 6, 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.
  - 18.3 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 northeast of Lot 17, Block 3;
    - b) along the southwest of Lot 19, Block 3
    - c) along the rear of Lots 7 through 10, Block 4;
    - d) along the rear of Lots 6, and 8 through 10, Block 5;
    - e) along the east flank of Lot 10, Block 5;
    - f) along the west flank of Lot 12, Block 5;
    - g) along the east flank of Lot 13, Block 5;

- h) along the west flank of Lot 14, Block 5;
- i) along the rear of Lots 12 through 15, Block 5;
- j) along the south flank of Lot 5, Block 7;
- k) along the rear and northeast flank of Lot 6, Block 7; and
- l) along the south, east and north of Lot 11PUL, Block 5;

19. The Developer shall ensure that the equivalent of one tree per residential lot is provided in accordance with the County Design and Construction Standards.