

SCHEDULE "E" – SPECIAL CLAUSES (continued)**TRANSPORTATION**

8. Roads and lot approaches shall be paved in accordance with the Rural Service Area Design and Construction Standards and the approved modified cross-section. Detailed Engineering Design drawings shall be submitted for acceptance and acceptance obtained prior to road construction. Joint access easements or appropriate cross-access agreements are to be provided on those lots where a shared approach is proposed.
9. The Developer covenants and agrees to design and construct acceleration and deceleration lanes along Range Road 231, in accordance with the County's Engineering Standards and to the satisfaction of the County. All costs associated with the intersection requirements shall be borne by the Developer.
10. The Developer and the County acknowledge that costs associated with intersection improvements on Range Road 231 shall be shared costs and the County and the Developer acknowledge that the Developer shall be entitled to recover such shared costs in accordance with Section 16 of this agreement. As a capital budget amendment is required to pay for the County's proportionate share of the intersection costs (50%), the Developer agrees to front end the costs until such time as Council approves the County proportionate share.
11. 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 traffic for the Stage 1 Development Area. The Developer shall provide street sweeping and clean-up of access routes designated for use by residential construction traffic and shall be responsible for any damage which may occur to the roads as a result of construction traffic.
12. The Developer and the County acknowledge the acceptance of the modified internal road cross-section. The Developer agrees to design and construct the internal road in accordance with the modified cross-section to the satisfaction of the County.
13. The Developer acknowledges and agrees to design and construct at its own costs, a 3.0 metre wide asphalt trail adjacent to the Development Area, extending north to the existing trail adjacent to Lot 2, Plan 9623653 (school site).
14. The County and the Developer agree that the portion of trail extending north of the development area, tying into the existing trail adjacent to Lot 2, Plan 9623653 is to be constructed prior to FAC of the aboveground improvements within the Stage 1 Development area. The County and the Developer acknowledge that the Developer is entitled to cost sharing (from future development adjacent this portion of the trail) in accordance with Section 16.
15. The Developer shall construct a 4 metre asphalt trail for emergency access within Lot 23PUL, to the satisfaction of the County.

WASTEWATER SYSTEMS

16. The Developer agrees to design and construct the offsite wastewater transmission system to County Standards and the Country Residential Wastewater Servicing Plan, as shown on the accepted engineered design drawings. Construction shall include complete restoration and

- (b) in the event that the County considers that any cleanup or removal of construction debris, foreign material or dirt is required, the Developer shall, within FORTY-EIGHT (48) hours of receiving notice from the County, take all necessary action as determined by the County, failing which, the County may take action and charge back all costs and expenses to the Developer;
- (c) the Developer's obligations under this paragraph shall cease and determine when housing construction has been completed on NINETY-FIVE (95%) percent of the lots within the Development Area.

15.4 The County shall assume the normal maintenance of all other Public Properties which have been seeded to grass, such as parks, buffer strips, and the like, after satisfactory germination and establishment of grass sown by the Developer on such Public Properties, and after the expiration of the Guarantee Period.

16. SHARING OF SERVICING COSTS

16.1 The Developer recognizes and agrees that the Development within the Development Area will benefit from the oversizing or construction of Municipal Improvements which have been or will be constructed by parties other than the Developer in areas adjacent to the Development Area and in other areas, and therefore, the Developer agrees that it shall bear and pay its proportionate share of such other Municipal Improvements as determined in the discretion of the County.

16.2 The method of calculating the Developer's proportionate share of such Municipal Improvements constructed by other parties shall be determined solely by the County in accordance with good engineering and construction practices, the provisions of any relevant bylaws of the County and in accordance with any agreements which the County has entered into, or may enter into, with contractors, other developers or other persons in respect to the construction of such Municipal Improvements.

16.3 Nothing in this Agreement shall preclude the County from levying in a lawful manner any special frontage assessment or uniform unit rate assessment or special local benefit assessment for the construction, expansion or extension of Municipal Improvements, other than such Municipal Improvements or portions of such Municipal Improvements, which are covered by the provisions of this Section 16.

16.4 The Developer, in constructing the Municipal Improvements as contemplated herein, shall bear the costs of oversizing and extending Municipal Improvements designed and installed to

accommodate future developments on land adjacent to the Development Area and other benefiting areas, and shall design, construct and install the Municipal Improvements so that such future developments can utilize or benefit from such oversizing or extensions.

16.5 The costs of the oversizing or extensions contemplated in Clause 16.4 shall be shared costs and the County and the Developer acknowledge that the Developer shall be entitled to recover such shared costs in accordance with this Agreement.

16.6 The County shall not be responsible for payment of any portion of the shared costs, except as may be specifically provided elsewhere in this Agreement, or except in respect to lands owned or acquired by the County, but the County shall use reasonable efforts to give such assistance to the Developer as it can legally give in the recovery of shared costs by making it a term of any Development Agreement between the County and owners of any future benefiting developments that such owners pay their proportionate share of such shared costs to the Developer and by requiring payment of the same by such owners as a condition of the use of the Municipal Improvements or as a condition of the approval of any development applications.

16.7 The Developer shall, so soon as reasonably possible, provide the County with the details of the costs of oversizing or extension of the Municipal Improvements that accommodate future development on land adjacent to the Development Area for acceptance by the County, and upon the County approving the said details, the same shall govern for the purpose of determining the amount of shared costs to be paid by such benefiting owners pursuant to Clause 16.6.

16.8 The County agrees that in the event any land adjacent to the Development Area and in other benefiting areas which may benefit from the Municipal Improvements oversized or extended by the Developer, is intended to be developed and the County is advised of any such development, the County will endeavour to notify the Developer in writing of the intended development. The Developer agrees that upon notice of such intended development being sent by the County, the Developer shall notify the County in writing of any claims it has in writing under this Agreement for recovery of shared costs with detailed calculations setting out the amount claimed by the Developer. Until such notice has been delivered by the Developer to the County, the County shall not be required to request from the owners of benefiting lands the payment to the Developer of the shared costs attributable to the lands intended to be developed. Upon receipt of any such notice from the Developer to the County, the

County will take the steps contemplated by this Agreement to facilitate the recovery by the Developer of the applicable shared costs.

16.9 The County agrees that in calculating any shared costs payable to the Developer, the County shall include interest, calculated from the date of Construction Completion of all of the Municipal Improvements, compounded annually, at the Prime Rate plus ONE (1%) per cent; PROVIDED that interest shall cease to accrue FIVE (5) years from the date of the issuance of Construction Completion Certificates for all of the Municipal Improvements.

16.10 For purposes of calculating interest payable under Clause 16.9, the Prime Rate established on the first business day of a particular month shall be utilized and shall be deemed to be the Prime Rate for that entire month.

16.11 Notwithstanding anything to the contrary contained herein, in the event that the County estimates, in its sole discretion, that the costs and expenses of constructing new or alternate Municipal Improvements (or any of them) are less than the amounts payable to the Developer as shared costs (including interest charges) by owners of any benefiting lands, THEN the Developer shall be entitled to recover from the owner of any such benefiting lands only that owner's proportionate share of the estimated costs and expenses of constructing the new or alternate Municipal Improvements (or any of them).

17. OFF-SITE LEVIES AND FEES

17.1 The Developer covenants and agrees that the Development Area will benefit from new and expanded offsite water and sanitary sewer facilities and that the Owner of each residential parcel shall be responsible, at its own cost and expense, for construction of its own onsite water and sanitary sewage effluent disposal system.

17.2 The Developer covenants and agrees that the offsite levies currently established by the County and payable by the Developer to the County are the amounts specified in Schedule "D" of this Agreement and that offsite levies, subject to Clause 17.3, shall be paid in accordance with the following provisions:

- (a) the County shall, in the manner the County considers equitable, distribute the total amount of the off-site levies specified in Schedule "D" (which are determined on the basis of gross hectares) amongst the parcels within the Development Area