

**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 the portion of the Main Street road improvements and associated landscaping that is within the Development Area and associated improvements located at the intersection of Arbour Close and Main Street in accordance with detailed engineering drawings approved by the County. 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 the Main Street road and landscaping improvements shall be completed to the satisfaction of the County at the Developer's sole cost and expense.
4. The Developer covenants and agrees to decommission and abandon the ATCO service main within Right Of Way Plan 4625KS prior to, or concurrently with, the commencement of construction within the Development Area. Full discharge of instrument 882 290 393 from the lands described in Schedule "A" of this Agreement will be required prior to, or concurrently with, the endorsement of the Plan of Subdivision for the Development Area.
5. The Developer covenants and agrees to the registration of a disturbed soil easement on Lot 1, Block 6 and Lot 1 Block 7 in association with the requirements of Provision 4 above, to the satisfaction of the County. The easement shall be registered concurrently with the Plan of Subdivision.

**OFF-SITE GRADING AND DRAINAGE**

6. The Developer shall prepare, for the acceptance of the County, a grading plan that includes abutting lands as shown within the approved detailed engineering drawings for the Development Area. The grading plan shall include:
  - a) grades and drainage patterns for the area during construction;
  - b) grades and drainage patterns for the area upon the completion of all site 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 abutting lands 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 abutting lands and restore the abutting lands to a state that is equivalent or superior to the state it was in prior to the commencement of development. Security for the grading of the abutting lands shall be provided in accordance with Section 22 of this Agreement.

7. The Developer shall complete the grading of the abutting lands in accordance with the approved Ardrossan Heights Stage 2 detailed engineering drawings prior to issuance of the Construction Completion Certificate for Ardrossan Heights Stage 2 to the satisfaction of the County.

## **STORMWATER**

8. 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.
9. The Developer shall be responsible for obtaining Alberta Environment and Parks approvals for both the permanent and interim facilities and shall be responsible for the operation and maintenance of partially completed and/or interim facilities during the development period until such time as the permanent facilities are completed and accepted by the County.

## **WATER**

10. 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.
11. The Developer acknowledges and agrees that occupancy of any dwellings within the Development Area shall be withheld until the expansion of the potable water reservoir, permanent offsite water transmission main and related facilities that are to be completed by the County are operational pursuant to Provisions 7 and 8 of the Development Agreement dated June 7, 2012 for the Ardrossan Wastewater Project, and Provision 7 of Ardrossan Heights Stage 1D Development Agreement dated April 17, 2014.
12. The County and the Developer covenant and agree that any future residential sales centre or dwelling within the Development Area shall require the Developer and Builder to enter into a *Non-Occupancy Agreement* and a *Waiver, Assumption of Risk and Indemnity Agreement* with the County prior to, or as part of, every Development Permit application for a residential sales centre or dwelling that is submitted prior to the completion of the offsite improvements outlined in Provision 11 of this Agreement.

## **WASTEWATER**

13. 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**

14. 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 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.
15. The Developer shall design and construct a temporary turnaround, as shown on Schedule "B", prior to issuance of a Construction Completion Certificate for road works in Stage 2. 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 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:
  - 15.1 The turnarounds shall remain in place until development commences on the abutting lands lying southeast of the Development Area and the County advises the Developer, in writing, that the turnarounds are no longer required;
  - 15.2 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;
  - 15.3 The Developer shall register easements in a form satisfactory to the County, for County access to the turnaround, and such easements shall only be discharged by the County when the turnaround is no longer required by the County;
  - 15.4 In the event that development has not commenced on the abutting land lying southeast 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.

16. The Developer acknowledges and agrees that any approval of further development over and above Ardrossan Heights Stage 2, and pursuant to Provision 11 of the Ardrossan Heights Stage 1D Development Agreement dated April 17, 2014 will require design and construction of Main Street to its ultimate configuration, to the satisfaction of the County. The Developer further agrees that the design and construction of the ultimate configuration of Main Street and associated improvements shall be at its sole cost and expense.

#### **OPEN SPACE CRITERIA**

17. 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.
18. The Developer covenants and agrees that the grading of the abutting lands shall be reclaimed in accordance with an approved site reclamation plan prior to issuance of the Final Acceptance Certificate of the Main Street landscaping improvements within the Development Area in accordance with Sections 9 and 10 of this Agreement.
19. In addition to the requirements under Section 14 (FENCING);
- 19.1 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 northwest flank of Lot 1, Block 6; and
  - b) along the northwest flank of Lot 1, 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.
- 19.2 The Developer shall install a 1.5 metre chain link fence, in accordance with Strathcona County Design and Construction Standards, and to the satisfaction of the County, as follows:
- a) along the rear of Lots 1 through 6, Block 6; and
  - b) along the rear of Lots 1 through 6, Block 7.
20. The Developer shall ensure that the equivalent of one tree per residential lot is provided in accordance with the County Design and Construction Standards.

