

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 and 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 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 shall be through the County. Construction cannot proceed until all required acceptances are in place with the County and the Province.

STORMWATER

3. 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.
4. The Developer shall be responsible for obtaining Alberta Environment 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.
5. The Developer covenants and agrees to confirm the foundation drain service connection for each of the lots within Stage 2A to demonstrate that the material, location, elevation, and size of each connection has been installed in accordance with Strathcona County's Design and Construction Standards and that each service connection remains fully operational and in good condition, to the satisfaction of the County.
6. The Developer covenants and agrees that if during building connection to the foundation drain service, any of the existing services within Stage 2A have not been installed in accordance with Strathcona County's Design and Construction Standards or are not fully operational and in good condition, that the Developer shall complete any repairs or replacements as required, to the satisfaction of the County.

WATER

7. 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.
8. The Developer covenants and agrees to confirm the water service connection for each of the lots within Stage 2A to demonstrate that the material, location, elevation, and size of each connection has been installed in accordance with Strathcona County's Design and Construction Standards and that each service connection and associated valves remains fully operational and in good condition, to the satisfaction of the County.
9. The Developer covenants and agrees that if during building connection to the water service, any of the existing services within Stage 2A have not been installed in accordance with Strathcona County's Design and Construction Standards or are not fully operational and in good condition, that the Developer shall complete any repairs or replacements as required, to the satisfaction of the County.
10. The developer acknowledges and agrees that development of Stage 2B may require the design and construction of a Booster Station at its own cost to accommodate further water servicing within the Development Area. The Developer acknowledges that with Stage 2B of development, the Developer shall design and construct a booster station, and any associated appurtenances, to the satisfaction of the County, if deemed to be required by the County. The location of the Booster Station is to be within a PUL that is located in a manner satisfactory to Strathcona County.

WASTEWATER

11. The Developer covenants and agrees to design and construct, at its own cost, a gravity sanitary sewer system of sufficient size and capacity to service the Development Area, to the satisfaction of the County.
12. The Developer covenants and agrees to confirm the wastewater service connection for each of the existing serviced lots within Stage 2A to demonstrate that the material, location, elevation, and size of each connection has been installed in accordance with Strathcona County's Design and Construction Standards and that each service connection remains fully operational and in good condition, to the satisfaction of the County.
13. The Developer covenants and agrees that if during building connection to the wastewater service, any of the existing services within Stage 2A have not been installed in accordance with Strathcona County's Design and Construction Standards or are not fully operational and in good condition, that the Developer shall complete any repairs or replacements as required, 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 building construction 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 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 ensure adequate signage is provided, to the satisfaction of the County, for golf cart crossings within the Development Area.
16. The Developer shall construct a temporary emergency access connecting Clubhouse Drive to the future Greenside Drive and to Range Road 233 with the development of Stage 2A. The Developer shall construct and install the emergency access in accordance to specifications, and in such locations, as determined by the County, and the Developer shall grant to the County an easement, in a form acceptable to the County, across the required land for the period for which the access is required. In support of the temporary emergency access the Developer shall submit for approval a technical memorandum from a Transportation Engineer to ensure that development traffic will continue to operate at an acceptable level of service utilizing the single access to Range Road 233.

ROUNDAABOUT

17. The County has determined that in lieu of a standard arterial intersection treatment consisting of signals, acceleration, deceleration and left turn lanes, that a roundabout (the "Roundabout") is to be constructed at the intersection of Greenside Drive and Range Road 233 with Stage 2B. The Developer shall construct the Roundabout and required Range Road 233 widening improvements from Clubhouse Drive to Greenside Drive in accordance with the detailed plans and specifications as will be prepared by Al-Terra Engineering on behalf of the County. The drawings will be prepared in accordance with Strathcona County's Design and Construction Standards. The developer is required to construct the Roundabout to provide access to the proposed subdivision.
18. The Developer and the County agree that the costs of designing and constructing the Roundabout shall be shared costs between the Developer of Sherwood Golf and Country Club Estates, and the County. The costs of designing, layout and supervision, and constructing the Roundabout are to be allocated as follows:

Sherwood Golf and Country Club Estates (the "Developer"): 38%

The County for Fountain Creek: 38%

The County for background road usage: 24%

19. The Developer and the County agree that the Developer's share of the designing, layout and supervision, and construction costs of the Roundabout shall not exceed 38% of the actual design and construction costs of the Roundabout.
20. The Developer and the County agree that the County shall pay to the Developer, pursuant to Clause 14 above, Sherwood Golf and Country Club Estates' share of the design, layout and supervision, and construction costs of the Roundabout.
21. The Developer and the County agree that within 30 days of receiving the progress claim for the cost of designing, layout and supervision, and constructing the Roundabout, the County shall pay 62% (38% being the County for Fountain Creek share; 24% being the County's share) of the progress claim to the Developer.
22. The Developer shall provide to the County, as security for the performance of its obligations with respect to the construction of the Roundabout and Range Road 233 improvements, a Letter of Credit in accordance with Section 22 of this Development Agreement.
23. The Developer and the County agree that any reductions in security pertaining to the construction of the Roundabout and Range Road 233 improvements will be in accordance with Section 22 of this Development Agreement.

OPEN SPACE

24. In addition to the requirements under Section 14 (FENCING) the Developer shall, with the Development Area (Stage 2A), construct:
 - 24.1. A 1.2 metre decorative metal fence, in accordance with the Design and Construction Standards and to the satisfaction of the County, along:
 - a) the rear of Lots 8 through 11, Block 3;
 - b) the east flank of Lot 11, Block 3;
 - c) the rear of Lots 33 through 43, Block 5;
 - d) the rear of Lots 2 through 9, Block 6; and
 - e) the west flank of Lot 2, Block 6; and
 - f) the north, west and south boundaries of Lot 1MR.
25. If the developer fails to maintain the Development Area in the manner and style consistent with the intent of the Development Agreement, the developer will be contacted to rectify the outstanding item(s) within 72 hours. If after 72 hours the item is not remedied, then Strathcona County will be granted the right to complete the work and charge the Developer for the cost of such work at commercial rates. Further, if the Developer, in the life of a Development Agreement, fails on five occasions to remedy any work identified by Strathcona County to be substandard, then the failure shall constitute a breach of this Agreement and the County may (but shall not be obligated to) take any measures it considers reasonably necessary to remedy such default or breach and any costs or liabilities incurred by the County in respect thereof may be deducted from or set off against any amount(s) to be paid or released to the

Developer under this Agreement. This provision shall survive the termination of this Agreement for any reason whatsoever.

Golf Course lands:

26. The Developer shall construct a 1.2 metre black powder coated chain link fence, in accordance with the Design and Construction Standards and to the satisfaction of the County, along the north boundary of the golf course lands extending from the most north westerly pot of Lot 1, Block 2, Plan 0740112 to the northeast corner of Lot 1, Block 2, Plan 0740112, then extending south along the entire east boundary to the southeast corner of Lot 1, Block 2, Plan 0740112, then extending to the most westerly corner of Lot 1, Block 2, Plan 0740112, with the development of Stage 2A to the satisfaction of Strathcona County.

LANDSCAPING

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

