## 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 its Consultant are responsible for securing acceptances 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 acceptances 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 storm sewer system of sufficient size and capacity to service the Development Area, to the satisfaction of the County.
- 4. The County and the Developer acknowledge and agree that the stormwater management facility provided as part of Stage 2A of the Salisbury Village Phase 2 Development Agreement entered into on July 2, 2014 shall be expanded southward into Stage 3A of the Development Area and is to be engineered, designed and ultimately function as one contiguous stormwater management facility and shall be identified as the permanent stormwater management facility for the purposes of this Agreement.
- 5. In accordance with the Salisbury Village Phase 2 Development Agreement and any subsequent addendums to that Agreement, the Developer acknowledges and agrees that the stormwater management facility provided in Stage 2A as part of the Salisbury Village Phase 2 Development Agreement entered into on July 2, 2014 shall be considered interim until such time as the expansion of the stormwater management facility within the Development Area is completed to achieve the permanent stormwater management facility for Salisbury Village to the satisfaction of the County.
- 6. The Developer shall be responsible for obtaining Alberta Environment and Parks approval for the permanent stormwater management facility and associated outlet channel modifications and shall be responsible for the operation and maintenance of partially completed stormwater management facilities during the development period until such time as the permanent facility and associated works are completed and a Construction Completion Certificate has been issued for the permanent facility.
- 7. The Developer covenants and agrees to design and construct, at its own cost, a paved access to the control structure of the stormwater management facility to

- the satisfaction of Strathcona County.
- 8. The Developer covenants and agrees to design and construct, at its own cost, all offsite improvements necessary for stormwater conveyance on Lot 15 Plan 6428KS within the hatched area shown on Schedule B Page 2 of 2 of this Agreement.
- 9. The Developer covenants and agrees that all offsite improvements necessary for stormwater conveyance within the hatched area shown on Schedule B Page 2 of 2 of this Agreement shall be considered as part of the permanent stormwater management facility and shall be subject to all applicable sections and provisions within this Agreement.
- 10. The Developer acknowledges and agrees that a Construction Completion Certificate shall not be issued for the interim stormwater management facility.
- 11. The Developer covenants and agrees to provide all necessary easements for the purposes of providing the County with access to the stormwater management facility, to the satisfaction of the County.
- 12. The Developer covenants and agrees to provide all necessary easements for purposes of conveyance and storage of all stormwater, to the satisfaction of the County.

#### WATER

- 13. 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.
- 14. The Developer covenants and agrees it shall be responsible to construct water looping for the Development Area to the satisfaction of the County.

## **SANITARY**

15. 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**

16. 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.

### **OPEN SPACE CRITERIA**

17. Lot 16 PUL, Block 4 and Lot 17 MR, Block 4 shall be developed in accordance with

Strathcona County Design and Construction Standards and to the satisfaction of the County.

- 18. The Developer agrees to design and construct reinforced trail structures required to accommodate maintenance vehicles to the stormwater management or other associated facilities, where they are deemed necessary by the County Engineer.
- 19. The Developer covenants and agrees to construct an offsite 3.0 meter asphalt trail along Valley Avenue to provide a pedestrian connection between the Development Area and Campbelltown Heights in accordance with the Salisbury Village Area Structure Plan and in accordance with the Design and Construction Standards to the satisfaction of the County.
- 20. All fencing will be required as provided on approved Plans and to the satisfaction of the County.
- 21. The Developer agrees to install bollards at the western extent of Valley Avenue in accordance with Strathcona County Design and Construction Standards to the satisfaction of the County.
- 22. If the Developer fails to maintain the 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, then Strathcona County will complete the work and charge the Developer for the cost of such work at commercial rates. Further, if the developer, in the life of this Agreement, fails on five occasions to remedy any work identified by Strathcona County to be substandard then the Agreement will be considered null and void. Any and all landscaping funds held as a credit by the County will be immediately forfeited to the County and the County will complete all outstanding landscaping work.
- 23. The Developer acknowledges and agrees that a Construction Completion Certificate shall not be issued for any landscaping required within Lot 3 PUL, Block 4 as identified in the Salisbury Village Phase 2 Development Agreement and any subsequent addendums to that Agreement, which encompasses the interim stormwater management facility. A Construction Completion Certificate for landscaping within said Lot 3 PUL, Block 4; Lot 17 MR, Block 4; and Lot 16 PUL, Block 4 and the offsite area shown within the hatched area as shown on Schedule B Page 2 of 2 of this Agreement shall only be issued once all landscaping for said Lot 3 PUL, Block 4; Lot 17 MR, Block 4; and Lot 16 PUL, Block 4 and the offsite area shown within the hatched area shown on of Schedule B Page 2 of 2 of this Agreement is completed in its entirety to the satisfaction of the County.