# ATTACHMENT 1 DEVELOPER REQUIREMENTS TO BE CONSIDERED AND UNDERTAKEN INCLUDING BUT NOT LIMITED TO THE FOLLOWING:

#### **Surface Works**

#### 34 AV SW - Construction of Cul-de-sac (outline plan condition)

The Approving Authority has confirmed this site would require two access points. As the access from Sarcee Road will be limited to right in/right out only, the construction of 34 AV SW is necessary to allow for an all turns access to the Property in addition to allowing for the installation of any underground infrastructure that may be required to service this parcel as per approved site servicing plans prepared by the Purchaser or their representatives. Construction of 34 AVE SW must be done in a way to maintain access to the Carewest and Calgary Grace Luther Manor facilities at all times.

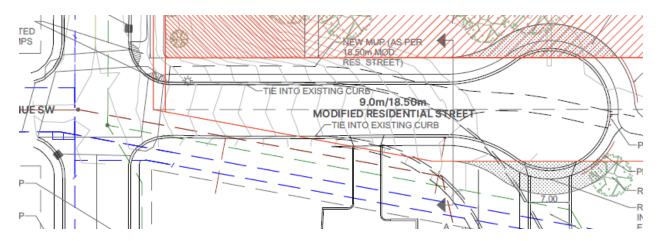
The Purchaser shall be responsible, at its sole cost and expense, for all construction obligations related to 34 AV SW.

#### Sarcee RD SW and 33 AV SW

As per the traffic impact assessment prepared for this site, improvements to Sarcee RD SW and 33 AV SW are required to accommodate the anticipated traffic generated by development of this parcel.

The Purchaser shall be responsible, at its sole cost and expense, for all construction obligations related to these surface improvements.

The City will provide the surface construction drawings that identify the required surface improvements, along with the Subdivision plans that define the boundary for the 34 AVE SW road right of way.



## Servicing

The Purchaser shall be responsible, at its sole cost and expense, for all servicing obligations including, but not limited to, any new public infrastructure or upgrades to existing infrastructure that may be required to service the site, connections to existing infrastructure and driveway crossings for the Property as per the approved construction drawings and site servicing plans, both prepared by the Purchaser or their representatives.

## Water Resources release rate (outline plan condition)

During the preliminary investigation for this site, a drainage split was identified whereby one portion for the Property drains to one catchment area, and the other portion of the Property drains to another

catchment area. For this reason, the unit area release rate for the proposed development is uncertain. As part of the Purchaser's due diligence they will be required to confirm the unit area release rate for the site with the Approving Authority.

## <u>Irrigation Requirements</u> (outline plan condition)

The Purchaser will be required to ensure irrigation is provided to the east of the development parcel, at their sole cost and expense. Some options might include, but not be limited to:

- (a) Provide a new water line and service connection via the proposed 34 Avenue extension to Richmond Green Park;
- (b) Provide a connection from the existing water line for the existing old golf course irrigation system to the existing Richmond Green Park irrigation system near the tennis courts. This requires further investigation on capacity and flow requirements with Parks, Recreation, and Water Resources;
- (c) Provide an independent new water line through the subject site with a required easement to be registered on the Property;
- (d) Explore Quesnay Wood DR SW extension between Currie Barracks and 33 AVE SW with Canada Lands Company to determine water capacity and availability; or
- (e) Subject to Parks' and Water Resources' approval, explore options that are not presented in this list. Implementation of the options will be a requirement/condition of sale prior to the existing park water connection being disconnected due to development of the Property.

## **Construction Drawings**

In order to undertake the subdivision for the development parcel, Real Estate and Development Services was required to prepare <u>Surface</u> Construction Drawings. The Purchaser will be responsible for updating the Construction Drawings to include underground utilities required to support servicing this parcel. Circulation and obtaining approval for the updated drawings will also be the Purchaser's responsibility. All amendments to the construction drawings are done at the sole risk and cost of the Purchaser. Real Estate and Development Services will provide the current Surface Drawings to the Purchaser as a base for their construction drawings however it will be the Purchaser's responsibility to verify the accuracy of the information provided.

# **Development Agreement**

Real Estate and Development Services was required to sign a Development Agreement in order to undertake the subdivision. The Purchaser will be required to enter into their own Development Agreement, which will be tied to their updated Construction Drawings. Any amendments to the Development Agreement are done so at the sole risk and cost to the Purchaser.

## **Subdivision Plans**

The subdivision plan will be provided to the Purchaser. Amendments to the subdivision plan have the potential to impact the surface design within the public right of ways. Any modifications to the subdivision plan are done so at the sole risk and cost of the Purchaser.

#### **Engineered Fill Material**

Depending on the built form the Purchaser undertakes, Real Estate and Development Services requests the opportunity to have first right of refusal for any excess engineered fill to be used for other City projects.

# **Municipal Reserves & Other Costs and Levies**

No municipal reserve are owing on the Property. All development levies owing at the site are to be confirmed by the Purchaser, including re-payment obligations. Refer to the current Development Agreement for details.

# **Tree Compensation**

The Purchaser's development permit submission must include the number of trees selected for removal.