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**Proposal:** Recreational Vehicle Storage, Business Office, Accessory Building

**Notes:**



# Application for Development Permit

Land Use Bylaw No. 60-2014

Foothills County

[www.foothillscountyab.ca](http://www.foothillscountyab.ca)

309 Macleod Trail, Box 5605, High River, AB T1V 1M7 • Tel: 403-652-2341 Fax: 403-652-7880

**THIS IS NOT A BUILDING PERMIT.** Construction practices and standards of construction of any building or any structure authorized by this Development Permit must be in accordance with the Building Bylaw. An application must be made for a Building Permit under the requirements of the Building Bylaw and a Permit must be secured before any work or construction on any building may commence or proceed.

## FOR OFFICE USE ONLY

Fee Submitted: 825. - Application No: 22D 250  
Receipt No.: 388650 Tax Roll No: 1928300030 + 1928302800  
Date Received: Nov. 18/22 Date Deemed Complete: Jan. 3/22

## PART 1 APPLICANT/AGENT INFORMATION

Applicant's Name: Jeff Badke and/or Badke Consulting Ltd.  
Email: jeff@badkeconsulting.com  
Applicant's Mailing Address: Box 238, Okotoks, AB, T1S1A5  
Telephone: [REDACTED]  
Legal Land Description: Plan 08715871 / 0815783, Block 1 / 2, Lot 1 / 1, LSD \_\_\_\_\_,  
Quarter S 1/2, Section 30, Township 19, Range 28, West of the 4 Meridian.  
Registered Owner of Land: Steven Muth, Executor for the estate of Norman G Calson (\* see attached report for additional details)  
Registered Owner Mailing Address: [REDACTED]  
Email: (\*) \_\_\_\_\_ Telephone: [REDACTED]  
Interest of Applicant if not owner of site: Agent to the landowner

## PART 2 PROPOSED DEVELOPMENT

I/We hereby make application in accordance with the plans and supporting information submitted herewith. (which forms part of this application). Please give a brief description of the proposed development, including name of development where applicable.

Legacy Storage Inc. Foothills will consist of stall based Recreational Vehicle storage that is leased to individuals, with intended future expansion of enclosed mini storage units. A full detailed report on the storage facility development has been included with this application.

### PART 3 SITE INFORMATION

Area Of Lot: (In Acres Or Hectares) Total combined 8.599 hectares (21.25 acres)

Size Of Proposed Building: 240sq-ft office, 2500sq-ft accessory Height: Office 10', Accessory Building 25'

Is There A Dwelling (Residence) On The Site: Yes \_\_\_\_\_ No X If Yes, How Many? \_\_\_\_\_

Utilities Presently On Site: None

Are There Sour Gas Or High Pressure Facilities On Site? No

Utilities Proposed: Natural gas service, solar power, possible future electrical service.

Other Land Involved In Application: \_\_\_\_\_

DISCLAIMER: Please note that the personal information collected on this form is authorized under the Municipal Government Act and is required for the purpose of the County's Planning and Development processes. This information may also be shared with appropriate government agencies and may also be kept on file by those agencies. The application and related file contents will become available to the public and are subject to the provisions of the Freedom of Information and Protection of Privacy Act (FOIP). If you have any questions about the collection and use of this information, please contact the FOIP Coordinator at 403-652-2341.

### PART 4 DEVELOPMENT

Specify other supporting material attached that forms part of this application. (e.g., Site Plan, Plot Plan, Architectural Drawings, etc.):

Supporting material attached includes: application, credit card authorization form, letter report, site plans,  
certificates of title, letters of authorization, abandoned wellsite form and map.

Estimated Date of Commencement: Spring 2023 Estimated Date of Completion: Summer 2023

I, Jeff Badke of Badke Consulting

hereby certify that I am:

☐ The Registered Owner; or

☒ Authorized to act on behalf of the Registered Owner

Date: November 18, 2022

#### RIGHT OF ENTRY

I, being the owner or person in possession of the above described land and any building thereon, hereby consent to an authorized person designated by Foothills County to enter upon the land for the purpose of inspection during the processing of this application.

November 18, 2022

Date

Signature of Owner or Authorized Agent

**FOR OFFICE USE ONLY**

1. Land use district: GI
2. Listed as a permitted/discretionary use: re: FHP + Solar
3. Meets setbacks: \_\_\_\_\_ Yes \_\_\_\_\_ No If "NO", deficient in \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
4. Other information: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PART 5 DECISION**

Date of Decision: \_\_\_\_\_ Date Application Accepted: \_\_\_\_\_

This Development Permit Application is:

- ☐ APPROVED
- ☐ APPROVED subject to the attached conditions
- ☐ REFUSED for the attached reasons

Notice of Decision Advertised: \_\_\_\_\_

Date of Issuance of Development Permit: \_\_\_\_\_

\_\_\_\_\_  
Development Officer

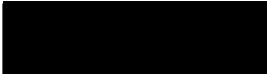
**NOTE: Development must commence within 12 months of the date of the Date of Issuance of the Permit and be completed within 24 months of the Date of Issuance, unless otherwise stated in the Development Officer's decision.**



## LETTER OF AUTHORIZATION

I, (We) Legacy Storage Inc. being the developers of **Lot 1, Block 2, Plan 081 5783 ; SW ¼ 30 – 19 – 28 – W4M** and **Lot 1, Block 1, Plan 081 5871; SE ¼ 30 – 19 – 28 – W4M**; Give **Badke Consulting Ltd.** permission to act on my (our) behalf for the purposes of applying for a Development Permit on the above noted properties.

October 21, 2022  
Date

  
Signature  
Marietta Edward - Owner  
Name and Title

Owner(s) contact Information:


Mailing Address:

|                |       |             |       |
|----------------|-------|-------------|-------|
| <hr/>          |       | Postal Code | <hr/> |
| Telephone (H): | <hr/> | Cell (C):   | <hr/> |
| Email:         | <hr/> |             | <hr/> |

## LETTER OF AUTHORIZATION

Steven Muth, Executor  
I, (We) Estate of Norm Carlson being the registered owners of Lot 1, Block 2,  
Plan 081 5783 ; SW ¼ 30 - 19 - 28 - W4M and Lot 1, Block 1, Plan 081 5871; SE ¼ 30 - 19 - 28  
- W4M; Give Legacy Storage Inc. and its consultant, Badke Consulting Ltd. permission to act on  
my (our) behalf for the purposes of applying for a Development Permit on the above noted  
properties.

Oct 24/22  
Date

  
Signature

Steven Muth, Executor  
Name and Title

Owner(s) contact information:

Mailing Address:



Postal Code



Telephone (H):

Cell (C):



Email:

# Legacy Storage Foothills

RV and Mini Storage Facility - Development Permit Application

Lot 1, Block 1, Plan 081 5871 and Lot 1, Block 2, Plan 081 5783

Within S ½ 30 19 – 28 – W4M

Foothills County, Alberta

Prepared By:



Prepared For:

Legacy Storage Inc.

November 2022

Rev. 1

**Legacy Storage Foothills – RV and Mini Storage - Development Permit Application**

Lot 1, Block 1, Plan 081 5871 and Lot 1, Block 2, Plan 081 5783

November 2022

Rev.1

November 18, 2022

**Foothills County**

Planning Department

P.O. Box 5605,

High River, Alberta

T1V 1M7

Attention: Samantha Payne, Planning Applications Supervisor

Re: Development Permit Application  
Legacy RV & Mini Storage Foothills  
Lot 1, Block 2, Plan 081 5783; SW ¼ 30 – 19 – 28 – W4M and  
Lot 1, Block 1, Plan 081 5871; SE ¼ 30 – 19 – 28 – W4M

The attached application is being made on behalf of Legacy Storage Inc., developer and future landowner, and Steven Muth - Executor for Norman G Carlson, current landowner of Lot 1, Block 2, Plan 081 5783; SW ¼ 30 – 19 – 28 – W4M (9.15-acres / 3.702-hectares, more or less) and Lot 1, Block 1, Plan 081 5871; SE ¼ 30 – 19 – 28 – W4M (12.1-acres / 4.897-hectares, more or less).

The purpose of this application is to allow for the operation of a Recreational Vehicle and future Mini Storage facility on the above noted lands.

In support of this application, we are enclosing the following:

- Development Permit application form and credit card authorization for the \$825 fee payment; that is \$725 application fee plus \$100 filing fee;
- Report supporting application;
- Site Plans showing the proposed development;
- Copy of the respective current Certificate of Titles;
- Letter of Authorization from both the Developer and current Registered Owner;
- Abandoned Wellsite Form and Map.

Yours truly,

Badke Consulting Ltd.

Jeff Badke, Principal

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## Introduction

Legacy Storage Inc. (Legacy) has made an offer to purchase Lot 1, Block 1, Plan 081 5871 and Lot 1, Block 2, Plan 081 5783 within S ½ 30 19 – 28 – W4M in Foothills County, Alberta. Their offer to purchase is conditional on obtaining the required Foothills County Development Permit to allow the operation of a Recreational Vehicle Storage facility on the lands.

This application outlines Legacy's proposed facility and business operations. It is their intention to break ground within the 2023 construction season and be operating shortly after construction is complete, prior to Fall 2023.

Please note that we have included general details within this application, including descriptions and examples of proposed fencing and gate structures, signage, office type, site grading, stormwater management and flood protection. We request that the provision of final details regarding these items be required as pre-release conditions, once Legacy and the current landowners purchase agreement condition is waived and the land sale is firm.

## Legal Description of Subject Lands

The Subject Lands are legally described as:

PLAN 0815871  
BLOCK 1  
LOT 1  
EXCEPTING THEREOUT ALL MINES AND MINERALS  
AREA: 4.897 HECTARES (12.1 ACRES) MORE OR LESS

and

PLAN 0815783  
BLOCK 2  
LOT 1  
EXCEPTING THEREOUT ALL MINES AND MINERALS  
AREA: 3.702 HECTARES (9.15 ACRES) MORE OR LESS

The Subject Lands encompass a total area of 8.599-hectares (21.25-acres) more or less. At this time, it is Legacy's intention to leave the 2 parcels separately titled.

## Landowner Information

These lands currently stand in the name of Steven Muth, Executor for the Estate of Norman G Carlson. Attached are the current Certificate of Title for the respective parcels, 221 075 521 and 221 078 249.

The contact information for the current landowner is:

Steven Muth  
5232, Station Main  
High River, Alberta T1V 1M4  
(403)601-1127

## Applicant Information

Badke Consulting Ltd., acting Agent, is applying for this Development Permit on behalf of the future landowner and business operator, Legacy Storage Inc.

### Contact Information for Badke Consulting Ltd.:

Badke Consulting Ltd.  
PO Box 238, Station Main,  
Okotoks, Alberta, T1S 1A5  
Attention: Jeff Badke  
Phone: (403)875-3096 email: [jeff@badkeconsulting.com](mailto:jeff@badkeconsulting.com)

### Contact information for Legacy Storage Inc.:

Legacy Storage Inc.  
1411, 210 Avenue SE,  
Calgary, Alberta, T2X 4S9  
Attention: Darren Edwards  
Phone: (403)256-3002 email: [legacyrvstorage@gmail.com](mailto:legacyrvstorage@gmail.com)

Legacy Storage Inc. is a family owned and operated business which was established in 2019. Currently, Legacy Storage Inc. operates an RV storage facility located in the south-Calgary district of Legacy. Calgary operations are expected to continue in the short-term, however, will ultimately be relocated from the current location to Foothills County.

## Zoning and Use

The Subject Lands are currently zoned Direct Control District #2 (DC2). However, first reading of Bylaw 43/2022 passed on September 7, 2022 to authorize the redesignation of Direct Control #2 District lands to General Industry District (59 parcels), Industrial Edge District (1 parcel), Public Utility District (4 parcels) and Municipal Land/Reserve District (1 parcel) in order to align with the Highway 2A Industrial Area Structure Plan. In addition, Bylaw 44/2022 received first reading the same day to repeal Bylaw 871, of which its purpose was to create Direct Control District #2. Further, Bylaw 45/2022 also received first reading, which authorizes certain text amendments to the Foothills County Land Use Bylaw 60/2014 with relation to the Flood Hazard Protection Overlay District.

Upon Bylaw 43/2022 receiving second and third reading, the Subject Lands will be redesignated as General Industry District (GI). As such, this application follows the General Requirements outlined in section 15.2.2 of the Foothills County Land Use Bylaw, including the text amendments proposed in Bylaw 45/2022.

Within the General Industry District General Requirements, Recreation vehicle storage is listed as Permitted Use under section 15.2.3. However, with the Bylaw 45/2022 text amendments considered, this use is expected to become Discretionary, as portions of the property is subject to the Flood Hazard Protection Overlay District.

## Description of Subject Lands

The Subject Lands are located in Division 1 of Foothills County, approximately 3-km north of the Town of High River. Located east of Highway 2a, there is extensive existing commercial / industrial development between the highway and the Subject Lands. Immediately to the south / south-west is Cargill's beef processing plant and accessory facilities. To the north, east and south-east, currently undeveloped Agricultural use lands are found. In addition, the Town of High River's sewage treatment lagoons are located to the east of the Subject Lands.

The Subject Lands are bounded by a drainage ditch centered in Overland Drainage R/W Plans 081 5784 and 081 5872, as well as 466<sup>th</sup> Avenue East on the south. Bounded on the west by a 30-metre panhandle, servicing the lands to the north, and by agricultural use lands to the north and east.

Topographically, the Subject Lands, as well as the surrounding area, are generally flat with low relief and mild slope. The lands are generally sloped to the north / north-east towards Tongue Creek, which is immediately to the east and north. The Highwood River is located to the east and north of Tongue Creek, approximately 525-metres from the closest property line of the Subject Lands

The Subject Lands is currently comprised of hayland with no additional vegetation, trees or shrubs. An existing agricultural dugout, rectangular in shape, is located within the mid-easterly portion of lands. The dugout is approximately 3-metres in depth, 45-metres long and 25-metres wide.

Existing barbed wire fencing generally surrounds the parcels, although it is noted that the east and north fence lines are not on property.

## Access

The closest major transportation route is Highway 2a, which is approximately 700-metres to the west of the Subject Lands. The intersection at Highway 2a and 466<sup>th</sup> Avenue East is at-grade, complete with acceleration, deceleration and turning lanes. This intersection is 2-way stop sign controlled for traffic entering the highway from 466 Avenue on both sides. The configuration of the intersection is such that large commercial vehicle traffic to the east of the highway is accommodated.

Current access to the Subject Lands is by way of an approach off of 466<sup>th</sup> Avenue East. This municipal roadway is paved from Highway 2a intersection to the 82<sup>nd</sup> Street E / 466<sup>th</sup> Ave. E. intersection. The portion further to the east is graveled and extends past the Subject Lands to the High River sewage treatment facility.

466<sup>th</sup> Avenue East crosses a Canadian Pacific railway (RY8), at-grade, approximately 195-metres west of the 82<sup>nd</sup> Street East intersection. The existing rail crossing is timber plank and sign controlled. This section of CPR's rail primarily services Cargill's operations and terminates to the south at Highway 543.

In order to service the proposed business operations, the existing access approach is proposed to be relocated approximately 97-metres to the west, as shown on the attached site plans.

## Proposed Business Operations

Legacy's Foothills location operations will consist of stall based Recreational Vehicle storage that is leased to individuals generally on a monthly or yearly basis. Lessees will have the ability to store their RV

within assigned stalls and have access during typical operating hours. In addition to secure storage, septic dump service will be provided to lessees.

#### Business Hours

Summer (April to October) Office hours will typically be: 9am to 5pm, Monday through Saturday

Winter (November to March) Office hours will typically be: 10am to 2pm, Monday through Saturday

Yard access will be: 6am to 11pm, 7-days per week.

#### Employees

Typically, Legacy will have 2 to 3 employees on-site during regular business hours. 1 security employee may be on-site during evening and overnight hours.

#### Storage Capacity

Storage yard capacity has been designed to accommodate 925 stalls. Actual unit size can vary considerably, and lessees may have more than one unit. As such, some leased stalls may be utilized to store more than one unit. Therefore, the maximum number of units stored on-site could be as many as 1,025, allowing for 2-unit storage on approximately 10% of the stalls.

#### Trip Generation

Customer trip generation fluctuates throughout the year and is subject to seasonal variables such as weather and long weekends. The highest use is during the months of May through September, increasing in April and receding in October. Much lower use occurs during the winter months.

In addition, Recreational Vehicle storage tends to generate customer trips at times that are somewhat opposite to typical commercial use type businesses. Customers tend to pick up their unit towards the end of the week and drop it off again at the end of the weekend.

Based on customer data from Legacy's Calgary location, the following average estimates for daily customer trip generation for the Foothills location have been extrapolated:

Early Summer Season (Late April to Early May): 16 trips per day

Summer Season (Late May to Early Sept.): 35 trips per day

Late Summer Season: (Late Sept. to Early Nov.): 26 trips per day

Winter Season (Late Nov. to Early April): 9 trips per day

Yearly Average Daily Trips: 22 trips per day

#### Future Mini-Storage

In the future, currently targeted at year 1 to 2 after opening, Legacy intends to expand the business to include mini-storage offerings to their clients. These units will be located in the north-westerly portion of the property, as noted on the included site plans.

Mini-storage units are expected to consist of secure steel structures, complete with lockable doors. Approximately 100 units are being considered at this time, however final details will be determined at a

later date. The mini-storage expansion will be subject to a separate application for a Commercial Storage Development Permit at that time.

## Proposed RV and Mini Storage Facility

Initially, the proposed facility will be comprised of a secure fenced storage yard, site-office, and septic dump service. A 2,500-sq. ft. accessory building will also be constructed for business use only.

### Storage Yard

The storage yard and access approach area will encompass approximately 7.09-hectares (17.5-acres). Surfacing will be comprised of granular material, most likely recycled asphalt product (RAP) or a combination of gravel and RAP.

As noted above, stall capacity will be 925 stalls with a maximum of 1,025 units on-site at any given time. Stall sizing ranges between 7 and 15-metres long and will be 3.5-metres wide. However, the majority of stalls will be 3.5-metres wide by 10-metres (~32-feet) long, with some extended length stalls at 13.75-metres (~45-feet) to accommodate larger units.

2-way drive aisles will be maintained at approximately 9-metres (30-feet) in width in order to accommodate unit passing, back-in and pull-out. As well, this width provides for adequate emergency vehicle access, if required. The centerline turning radius for drive aisle corners will be maintained at 14-metres, which is adequate for large RV units and emergency vehicles.

### Site Office and Accessory Building

The proposed site office will be a 10 by 24-foot skid or wheel mounted trailer, such as that sold by Willscot and Atco Structures. This provides Legacy a cost-effective office solution and quick start-up.



*Figure 1: Example 10' x 24' Office (Source: Willscot Canada)*



Legacy intends to construct a 50-ft by 50-ft accessory building (2,500-sq. ft. gross floor area). Ceiling height will be 16-ft, with a 25-ft roof peak. The building will be a post-structure with concrete slab floor, such as those produced by Integrity Post Structures. The building will be serviced with natural gas for heating requirements. A washroom, for employee use only, will be included. Washroom water supply will be trucked in and stored in a 1,200-gallon water cistern located within the accessory building's utility room. Washroom wastewater will be plumbed into an exterior buried 3,300-gallon septic tank, which will be pumped out regularly.

This accessory building will be utilized for business related activities, such as: storage of maintenance equipment, skid-steer, mower etc. Prior to construction, the required Building Permit will be obtained from Foothills County.

The office and accessory building will be painted or clad in colors that complement each other, as well as the site perimeter fencing.



*Figure 2: Example Pole-Structure Accessory Building (Source: Integrity Buildings)*

### Customer and Employee Parking

3 customer parking stalls, including 1 barrier-free accessible stall, have been provided immediately south of the site office trailer. In addition, 3 employee stalls are provided immediately north of the site office trailer.

Standard stall dimensions will be 3.0-metres wide by 6.0-metres long. The handicap stall will be 3.9-metres wide by 6.0-metres long. Each stall will include a standard curb-stop.

### Septic Dump

Legacy clients will have access to septic dump services. 2 septic dump pads will be provided, the location of which is shown on the attached site plan, immediately north of the proposed accessory building. The dump pads will consist of a 4-foot square concrete pad, complete with 4-inch raised curbs on all sides to

prevent spills. The interior of the pad will be sloped towards the 4-inch septic hose opening. Hose openings will include a foot-pedal actuated lid assembly. Flushing water will not be made available to customers. However, water will be available to Legacy staff for cleaning of the septic dump pads.

Dump pad piping will be connected to the 3,300-gallon, 11-foot diameter septic holding tank noted above. The holding tank will be buried immediately north of the proposed accessory building, in the location shown on the site plans.



*Figure 3: Example of Septic Dump Pad*

### Grading and Stormwater Management

Preliminary site grading has been designed so as to provide drainage at an approximately average grade of 1% towards the proposed stormwater management pond. This will direct all overland drainage generated by on-site rainfall, towards the stormwater pond.

Stormwater management will be provided by way of an on-site wet-pond located in the mid-easterly portion of the Subject Lands. The pond will be constructed by expanding the existing agricultural dugout. Preliminary pond criteria are as follows:

|                       |                     |
|-----------------------|---------------------|
| Surface Area:         | 2,100m <sup>2</sup> |
| Storage Capacity:     | 2,500m <sup>3</sup> |
| Interior Side Slopes: | 5:1                 |

The stormwater pond will provide storage capacity required to attenuate the difference in runoff between pre-development and post-development conditions. Runoff rate will be controlled by a pond

outfall consisting of a manhole structure and orifice plate or weir. Discharge will be directed to the adjacent Overland Drainage Right of Way, which in turn, drains into Tongue Creek to the east. The location of the proposed stormwater management pond, discharge pipes and control manhole are identified on the included site plans. Provision of final stormwater management plan and detailed site grading plan is requested to be as a condition of approval.

#### Flood Protection

Currently, the Government of Alberta does not have a final Flood Hazard Study for the area surrounding the Subject Lands. However, the Highwood River Hazard Study, prepared by Golder Associates Ltd., is currently listed in Draft status and has been utilized in determination of flood protection measures.

Flood hazard inundation areas sourced from the Alberta Government's Alberta Floods system ([floods.alberta.ca](https://floods.alberta.ca)) indicate inundation extending into the Subject Lands from the north. Study inundation levels along the northerly property lines range between approximately 0.2 and 0.4 metres in depth for a 1:100 return period storm event.

In order to protect the Subject Lands and proposed storage facility from overland flooding, landscaped berms between 0.6 and 1.0-metres in height are proposed. These berms will be constructed primarily of the topsoil stripped within the storage yard area. Berm sides slopes will be nominally 4:1 and the berm crest will be approximately 2.0-metres wide. The inclusion of these perimeter berms will effectively isolate the Subject Lands from overland flooding from adjacent lands, Tongue Creek and the Highwood River.

Specific details and reporting regarding stormwater management and flood protection will be provided in a forthcoming Stormwater Management Report as a condition of approval.

#### Screening and Landscaping

Around the perimeter of the Subject Lands, the above noted berm will provide landscaping and partial screening of the storage yard in addition to flood protection. The berm will be grassed with low maintenance, drought tolerant grass species.

At the crest of the berm, 1.83-metre (6-foot) high solid steel fencing will provide additional screening as well as site security. Fence panels will be supported by evenly spaced posts, anchored with concrete, to provide stability. Fencing colors will be chosen in complement to the office trailer and accessory building.



*Figure 4: Example of Low Maintenance Steel Fencing (Source: Venture Supplies)*

Site landscaping will consist of grassed areas and various tree and shrub plantings. Feature plantings will be utilized at the main entrance to the east and west of the access approach. In addition, to provide visual breakup along the screening berm and fencing on the 466 Avenue frontage, tree and shrub planting beds will be interspersed along the foot of the berm.

Total landscaped area will encompass 1.35-hectares (3.34-acres) of the Subject Lands. Further landscaping details, including planting locations and plant species are identified on the included landscaping plan.

Ample seasonal snow storage areas is available at various locations throughout the storage yard, including at the stall row ends, vacant stalls and within the stormwater pond.

#### Site Security and Lighting

Site access will consist of a 30-foot wide automated motorized gate. Access control and entrance/exit logging will be by way of an electronic card reader system, complete with card reader pedestals located on the outside and inside of the access gate. The access gate is in-set from the north shoulder of 466 Avenue by 26.9-metres to provide adequate room for a truck/trailer to pull fully off the roadway before stopping at the key card pedestal.





*Figure 5: Motorized Gate at Legacy's Calgary Location*



*Figure 6: Card Reader Pedestal at Legacy's Calgary Location*



Site security will include a remote monitored security camera system. All-weather, day and night vision cameras will be installed at various locations throughout the storage yard. Remote notifications are provided by the system when any after-hours movement within the storage yard are detected.



*Figure 7 & 8: Security Cameras at Legacy's Calgary Location*

Site lighting will comply with the Foothills Dark Sky bylaw and Dark Skies Initiative. All fixtures will be down-facing and utilize sealed low energy consumption LED bulb arrays. In addition, each lighting fixture will utilize solar panel and battery combinations. Legacy has been successfully utilizing this combination of lighting at their Calgary location.

Lighting poles will be approximately 20-feet in height, including the fixture and solar panel. Final location details are forthcoming. However, in general, lighting poles will be installed at the ends and at regular intervals along storage rows.



*Figure 9 & 10: Down-facing Lighting at Legacy's Calgary Location*

### Business Identification Sign and Internal Signage

A business identification sign is proposed at the front entrance, in the location shown on the site plans. The sign will consist of a masonry clad wood frame, complete with business identification and down-facing lighting. An example of general style and intent is shown in the figure below. Provision of final business identification sign design is requested to be as a condition of approval.



*Figure 11: Entrance Sign Example*

Internal directional signage will be utilized to identify stall rows and traffic direction. Signage will be weatherproof and easily visible to the clientele. Examples of existing signage in use at Legacy's Calgary location are shown in the figure below.



*Figure 12: Internal Signage Example*

## Servicing

### Water and Septic

As noted above, a septic holding and water holding tanks will be installed. All water requirements will be met by trucked-in bulk water suppliers. The 3,300-gallon septic tank will be regularly pumped out by a local vac-truck service. If they become available, tie-ins to sanitary sewer and water services may be considered at a later date. They are not being considered at this time.

### Electrical

Electricity requirements will be provided entirely by a solar panel and battery system. Legacy has been operating their Calgary location successfully off-grid since 2019.

Solar panels will be installed immediately south of the accessory building, as shown on the site plans. Panels will be mounted to a wooden or steel framing system that is anchored to the ground. Ground mounting provides safety and maintenance benefits due to ease of access versus mounting on top of buildings.

Each panel is approximately 2.5-ft wide by 5-ft tall and will be mounted in an array that is initially 2 panels high by 5 panels wide (10 in total). In the future, an additional 4 to 6 panels may be added. The solar panel frame will have an approximately footprint of 24-feet by 5-feet, with a total height of 12-feet. Panels will be mounted between 60 and 80 degrees, depending on time of year, and oriented generally south-facing.

Battery arrays for the solar electricity system will be installed in suitable cabinets, meeting applicable codes, in both the office and accessory building.

Electricity service may be considered at a later date but is not being considered at this time.

#### Natural Gas

Natural Gas service will be provided to the site office trailer and accessory building for heating requirements.

#### Garbage

A garbage bin will be placed immediately north of the proposed accessory building in a position that is screened from the property frontage, as shown on the site plans.

#### Abandoned Well site

A search of the Alberta Energy Regulator's Abandoned Well data repository resulted in a Reclamation Certified well being identified within the Subject Lands. Details regarding this well are as follows:

|                 |                      |
|-----------------|----------------------|
| License Number: | 0334308              |
| Licensee:       | Lexin Resources Ltd. |
| Licensee Id:    | OCW8                 |
| Latitude:       | 50.632401            |
| Longitude:      | -113.870011          |
| Status:         | Rec.Certified        |

The well location is identified on the figure below, as well as on the included site plans. No development is proposed over the well and a setback of a minimum of 5.0-metres is proposed to any graveled parking areas. The area immediately surrounding the well is proposed to be landscaped with grass.





*Figure 13: Abandoned Well Location*

Through the process of preparing this application we have become aware that the licensee, Lexin Resources Ltd., is under receivership. We have made numerous attempts to contact the licensee's receiver, Grant Thorton, as well as the Alberta Energy Regulator and have not been successful to date.

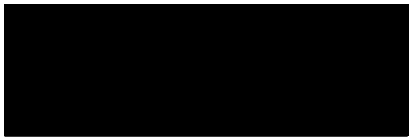
As there are no proposed structures or storage pad located over or within 5-metres of the well location, long-term access for licensee well monitoring and maintenance purposes will be maintained.

## Closure

We trust the foregoing information is sufficient in order to obtain conditional approval of this Development Permit application; please contact the undersigned if you have any questions or require additional information.

Yours truly,

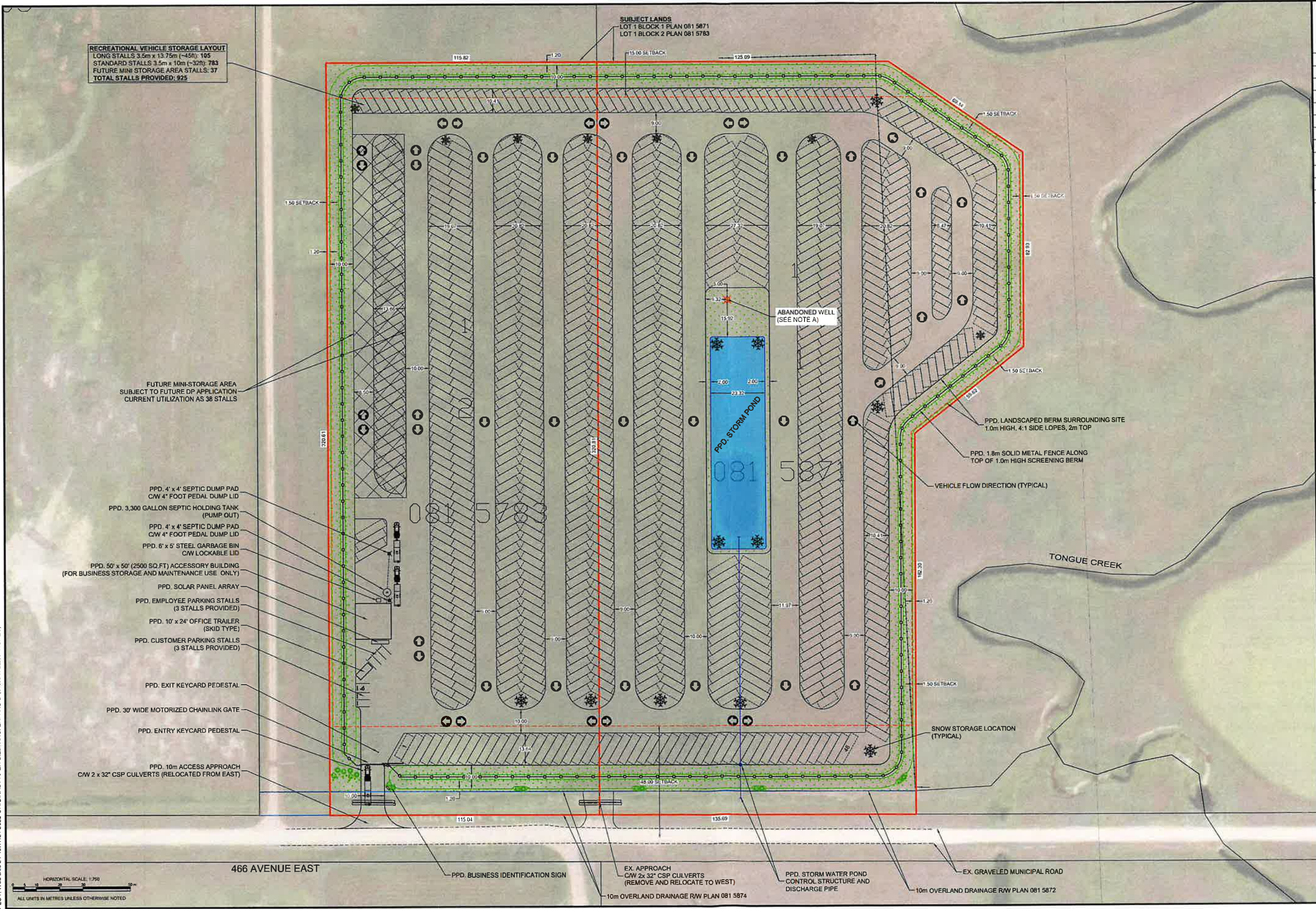
Badke Consulting Ltd.



Jeff Badke, Principal Consultant



PLOT: Wed Dec 21 10:17:24 2022 ORIGINAL PAPER SIZE: ANSI EXPAND D (34.00 X 22.00 INCHES)



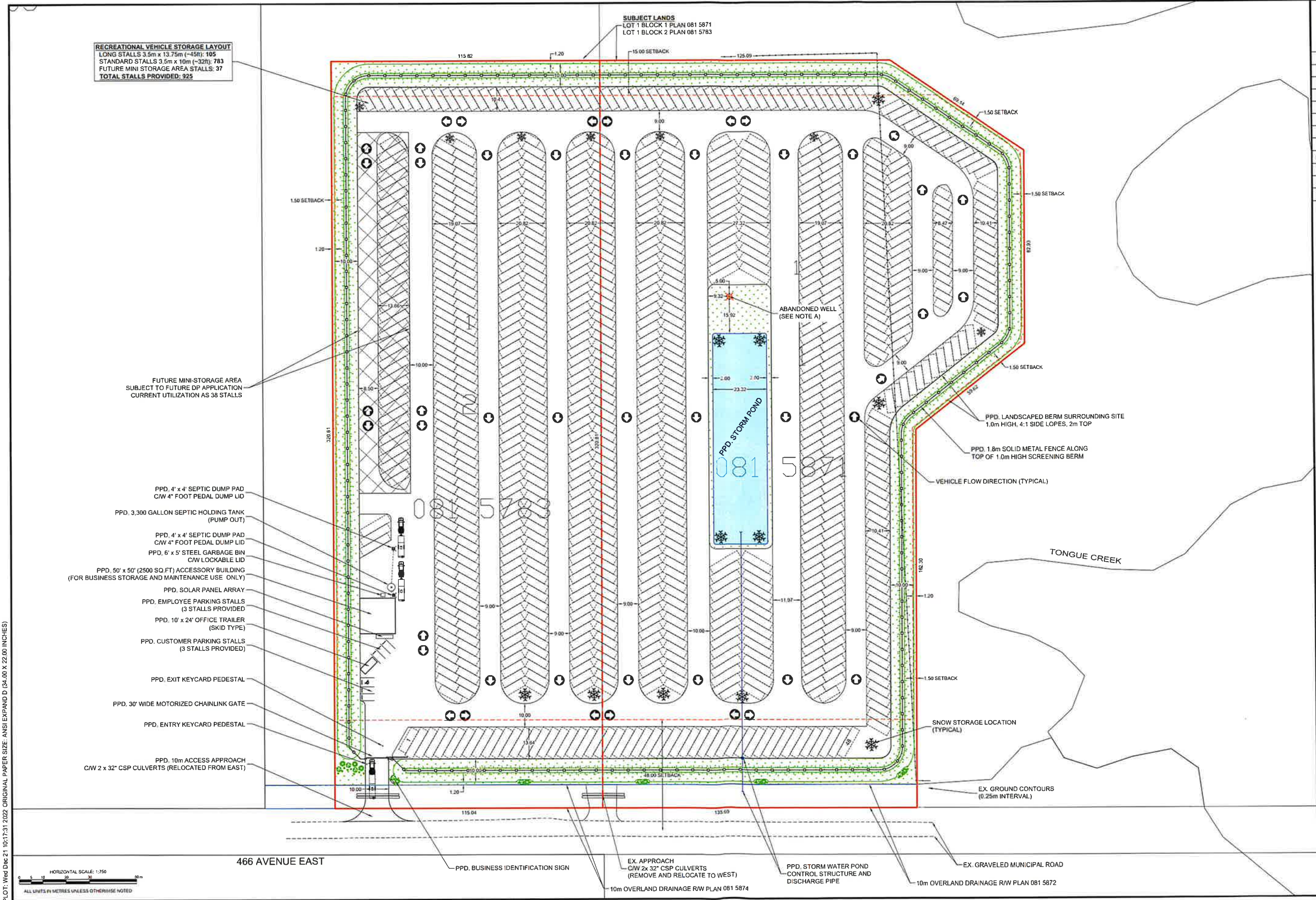
|  |              |              |
|--|--------------|--------------|
| THIS DRAWING IS THE PROPERTY OF BADKE CONSULTING LTD. AND MAY NOT BE COPIED, REPRODUCED OR OTHERWISE USED IN WHOLE OR PART WITHOUT WRITTEN PERMISSION FROM BADKE CONSULTING LTD. |              |              |
| 1  | BJB          | 2022/12/13   |
| B  | JDB          | 2022/11/18   |
| A  | JDB          | 2022/10/20   |
| #  | BY           | DATE         |
| ISSUES / REVISIONS   |              |              |
| NOTES:   |              |              |
| A. ABANDONED WELL INFORMATION:   |              |              |
| LICENSEE: LEXIN RESOURCES LTD.   |              |              |
| WELL LICENSE / SURFACE LABEL: 34308 / 02-30-019-28W4   |              |              |
| LAT. / LONG: 50.632401 / -113.670011   |              |              |
| STATUS: REC. CERTIFIED   |              |              |
| B. TYPICAL STALL LAYOUT SHOWN  |              |              |
| DUE TO FLUCTUATIONS IN STORAGE SPACE DEMAND, STALL AND DRIVE AISLE LAYOUT MAY CHANGE FROM TIME TO TIME TO OPTIMIZE STALL SIZE AND CONFIGURATION.                                 |              |              |
| FOR SAFE ACCESS, ALL 2-WAY DRIVE AISLES WILL BE MAINTAINED AT 9.0m MIN. WIDTH AND 1-WAY DRIVE AISLES (IF ANY) WILL BE MAINTAINED AT 5.0m MIN. WIDTH.                             |              |              |
| BADKE CONSULTING LTD.<br>(403) 982-7773  |              |              |
| CLIENT:<br>LEGACY RV & MINI STORAGE FOOTHILLS<br>LEGACY STORAGE INC.   |              |              |
| PROJECT:<br>RV & MINI STORAGE FACILITY<br>xxxxx - 466 AVENUE E.<br>FOOTHILLS COUNTY  |              |              |
| DRAWN:   | BCD          | DESIGN:      |
| CHK'D:   | BJB          | APPROVED:    |
| SCALE:   | 1:750        |              |
| DATE:  | OCTOBER 2022 |              |
| SHEET TITLE:<br>RV & MINI STORAGE<br>SITE PLAN w/ AERIAL   |              |              |
| JOB:   | DWG:         | ISSUE / REV: |
| 1677<br>01   | 1.1          | 1            |







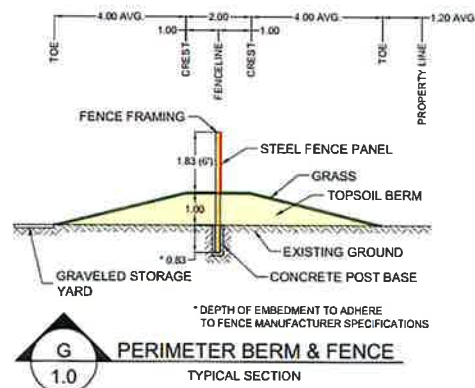
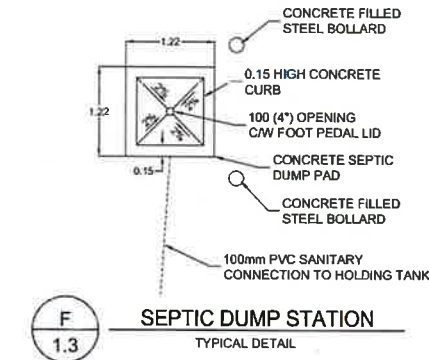
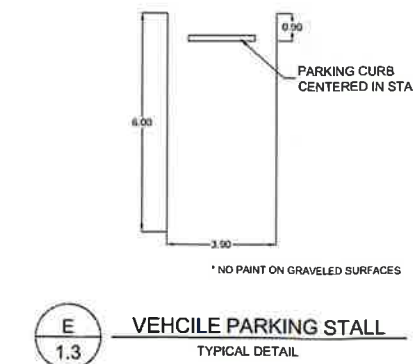
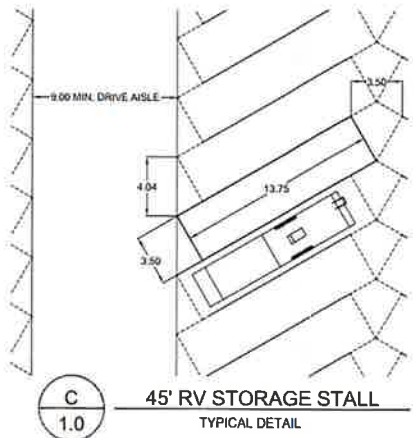
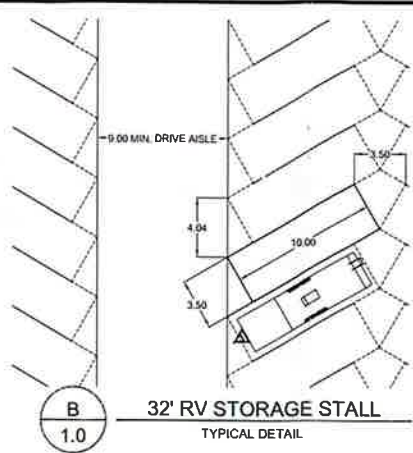
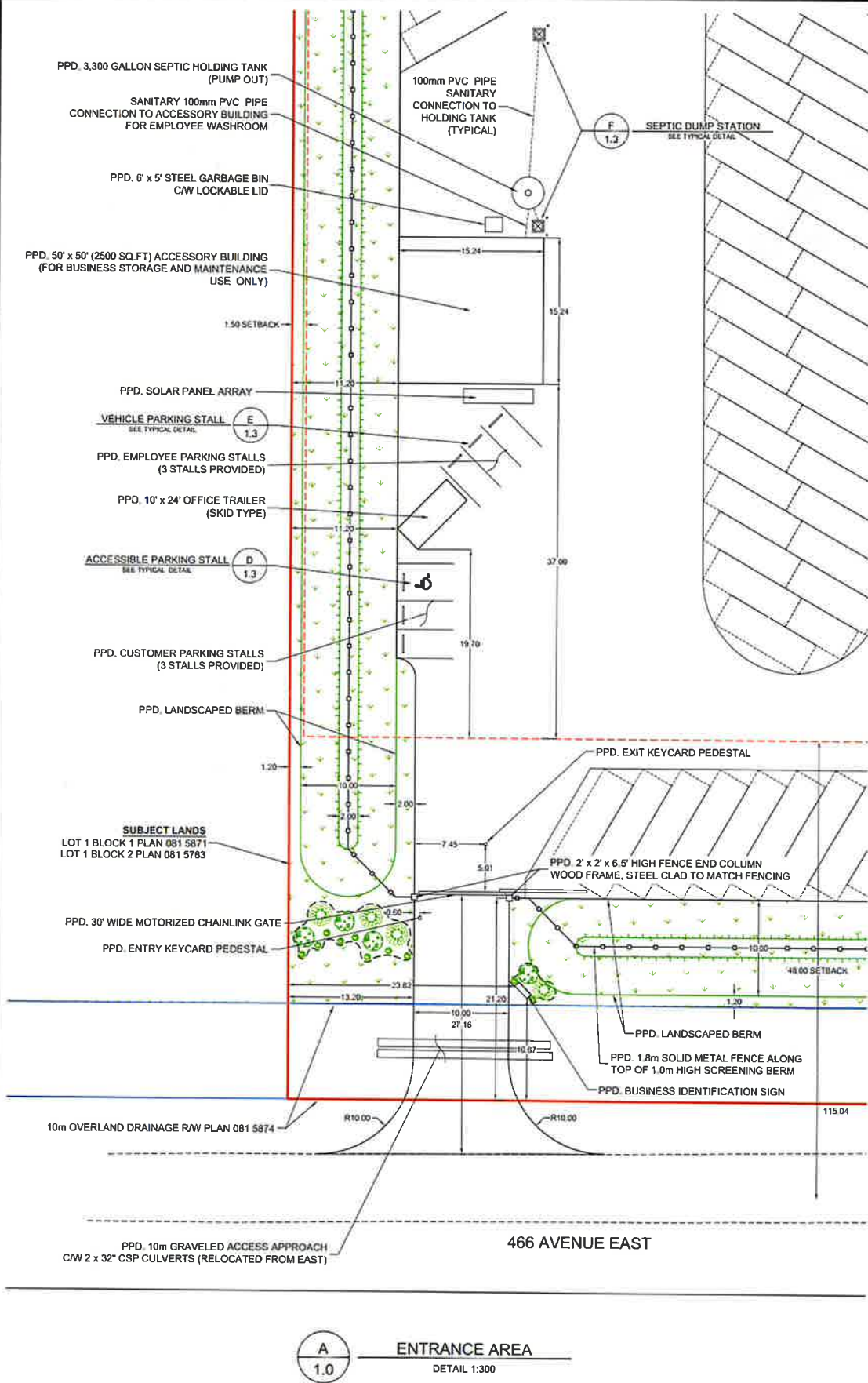
PLOT: Wed Dec 21 10:17:31 2022 ORIGINAL PAPER SIZE: ANSI EXPAND D (34.00 X 22.00 INCHES)



|   |     |               |                 |
|---|-----|---------------|-----------------|
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|   |     |               |                 |
|   |     |               |                 |
|   |     |               |                 |
|   |     |               |                 |
|   |     |               |                 |
|   |     |               |                 |
| 1   | BJB | 2022/12/13    | MISC. REVISIONS |
| 8   | JDB | 2022/11/18    | DP APPLICATION  |
| A   | JDB | 2022/10/20    | CLIENT REVIEW   |
| #   | BY  | DATE          | DESCRIPTION     |
| ISSUES / REVISIONS  |     |               |                 |
| NOTES:  |     |               |                 |
| A. ABANDONED WELL INFORMATION:  |     |               |                 |
| LICENSEE:<br>LEXIN RESOURCES LTD.   |     |               |                 |
| WELL LICENSE / SURFACE LABEL:<br>334308 / 02-30-019-28W4  |     |               |                 |
| LAT. / LONG.:<br>50.632401 / -113.870011  |     |               |                 |
| STATUS:<br>REC. CERTIFIED   |     |               |                 |
| B. TYPICAL STALL LAYOUT SHOWN   |     |               |                 |
| DUE TO FLUCTUATIONS IN STORAGE SPACE<br>DEMAND, STALL AND DRIVE AISLE LAYOUT MAY<br>CHANGE FROM TIME TO TIME TO<br>OPTIMIZE STALL SIZE AND CONFIGURATION.                                       |     |               |                 |
| FOR SAFE ACCESS, ALL 2-WAY DRIVE AISLES WILL<br>BE MAINTAINED AT 9.0m MIN. WIDTH AND 1-WAY<br>DRIVE AISLES (IF ANY) WILL BE MAINTAINED AT 5.0m<br>MIN. WIDTH.                                   |     |               |                 |
| C. EXISTING GROUND CONTOURS   |     |               |                 |
| EXISTING GROUND CONTOURS SHOWN AT 0.25m<br>INTERVAL, SURVEYED 2022-09-29  |     |               |                 |
|   |     |               |                 |
|   |     |               |                 |
| BADKE CONSULTING LTD.<br>(403)982-7773  |     |               |                 |
|   |     |               |                 |
| CLIENT:   |     |               |                 |
| LEGACY RV & MINI<br>STORAGE FOOTHILLS   |     |               |                 |
| LEGACY STORAGE INC.   |     |               |                 |
| PROJECT:  |     |               |                 |
| RV & MINI STORAGE<br>FACILITY<br>xxxxxx - 466 AVENUE E.<br>FOOTHILLS COUNTY   |     |               |                 |
| DRAWN: BCD  |     | DESIGN: JDB   |                 |
| CHKD: BJB   |     | APPROVED: JDB |                 |
| SCALE   |     | 1:750         |                 |
| DATE:   |     | OCTOBER 2022  |                 |
| SHEET TITLE:  |     |               |                 |
| RV & MINI STORAGE<br>SITE PLAN w/ EX. CONT.   |     |               |                 |
| JOB:  |     | DWG:          | ISSUE / REV:    |
| 1677<br>01  |     | C1.2          | 1               |



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| #                  | BY  | DATE       | DESCRIPTION     |
|--------------------|-----|------------|-----------------|
| 1                  | BJB | 2022/12/13 | MISC. REVISIONS |
| B                  | JDB | 2022/11/18 | DP APPLICATION  |
| A                  | JDB | 2022/10/20 | CLIENT REVIEW   |
| ISSUES / REVISIONS |     |            |                 |

NOTES:

BADKE CONSULTING LTD.  
(403)982-7773

CLIENT:  
LEGACY RV & MINI  
STORAGE FOOTHILLS  
LEGACY STORAGE INC.

PROJECT:  
RV & MINI STORAGE  
FACILITY  
xxxxx - 466 AVENUE E.  
FOOTHILLS COUNTY

DRAWN: BCD DESIGN: JDB  
CHKD: BJB APPROVED: JDB  
SCALE: AS NOTED  
DATE: OCTOBER 2022

SHEET TITLE:  
RV & MINI STORAGE  
DETAILS

JOB: 1677  
01 DWG: 1.3  
ISSUE / REV: 1









S 1/2 30-19-28 W4M



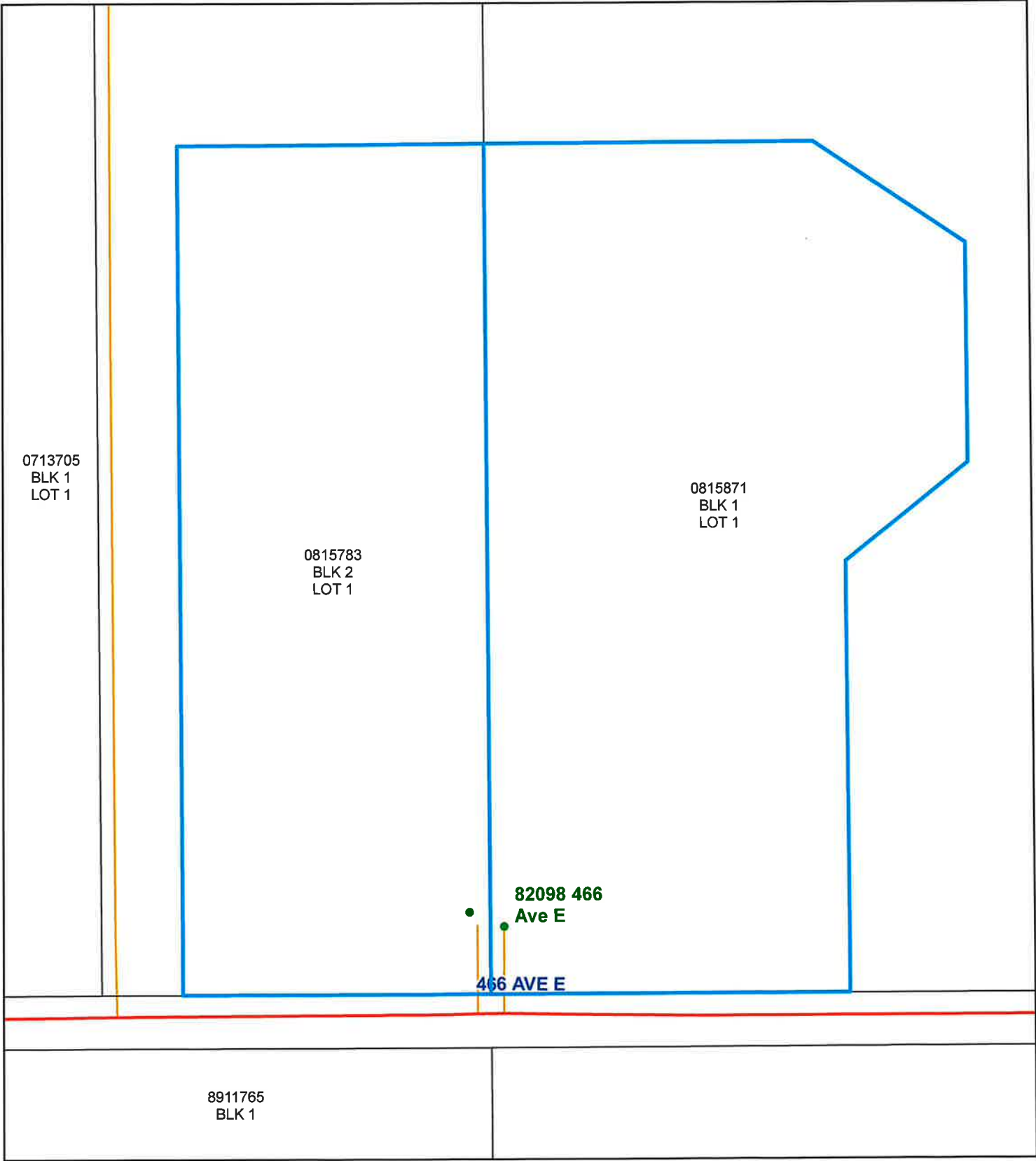
Legend  
Townships  
Parcels

Date Printed: 2022-12-08  
1:2,000

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# S 1/2 30-19-28 W4M



Legend  
■ Townships  
□ Parcels

Date Printed: 2022-12-08  
1:2,000

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Data Sources Include Municipal Records and AltaLIS.  
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# LAND TITLE CERTIFICATE

S

LINC

0033 679 242

SHORT LEGAL

0815783;2;1

TITLE NUMBER

221 078 249

## LEGAL DESCRIPTION

PLAN 0815783

BLOCK 2

LOT 1

EXCEPTING THEREOUT ALL MINES AND MINERALS

AREA: 3.702 HECTARES (9.15 ACRES) MORE OR LESS

ESTATE: FEE SIMPLE

ATS REFERENCE: 4;28;19;30;SW

MUNICIPALITY: FOOTHILLS COUNTY

REFERENCE NUMBER: 081 468 787

| REGISTERED OWNER(S) |            |                         |       |               |
|---------------------|------------|-------------------------|-------|---------------|
| REGISTRATION        | DATE (DMY) | DOCUMENT TYPE           | VALUE | CONSIDERATION |
| 221 078 249         | 13/04/2022 | TRANSMISSION OF<br>LAND |       |               |

## OWNERS

STEVEN MUTH

EXECUTOR FOR NORMAN G CARLSON

## ENCUMBRANCES, LIENS & INTERESTS

### REGISTRATION

| NUMBER      | DATE (D/M/Y) | PARTICULARS  |
|-------------|--------------|--|
| 751 042 740 | 08/05/1975   | UTILITY RIGHT OF WAY<br>GRANTEE - ALBERTA GOVERNMENT TELEPHONES.   |
| 051 229 539 | 29/06/2005   | CAVEAT<br>RE : SURFACE LEASE UNDER 20 ACRES<br>CAVEATOR - LEXIN RESOURCES LTD.<br>PO BOX 6808, STATION D |

( CONTINUED )

ENCUMBRANCES, LIENS & INTERESTS

PAGE 2

# 221 078 249

REGISTRATION

NUMBER DATE (D/M/Y) PARTICULARS

CALGARY

ALBERTA T2P2E7

AGENT - STEPHANEE HALSALL

(DATA UPDATED BY: CHANGE OF NAME 141185421)

(DATA UPDATED BY: CHANGE OF NAME 161107722)

071 026 612 18/01/2007 UTILITY RIGHT OF WAY  
GRANTEE - ATCO GAS AND PIPELINES LTD.

081 468 786 22/12/2008 CAVEAT  
RE : ACQUISITION OF LAND  
CAVEATOR - THE MUNICIPAL DISTRICT OF FOOTHILLS NO.  
31.  
BOX 5605  
HIGH RIVER  
ALBERTA T1V1M7  
PORTION DESCRIBED

081 468 789 22/12/2008 CAVEAT  
RE : DEFERRED RESERVE  
CAVEATOR - THE MUNICIPAL DISTRICT OF FOOTHILLS NO.  
31.  
BOX 5605  
HIGH RIVER  
ALBERTA T1V1M7

081 468 791 22/12/2008 CAVEAT  
RE : EASEMENT AND RESTRICTIVE COVENANT

091 070 018 16/03/2009 CAVEAT  
RE : EASEMENT

TOTAL INSTRUMENTS: 007

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN  
ACCURATE REPRODUCTION OF THE CERTIFICATE OF  
TITLE REPRESENTED HEREIN THIS 8 DAY OF  
DECEMBER, 2022 AT 12:32 P.M.

ORDER NUMBER: 46039560

CUSTOMER FILE NUMBER: DEV DE



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( CONTINUED )

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**ALBERTA GOVERNMENT SERVICES  
LAND TITLES OFFICE**

**IMAGE OF DOCUMENT REGISTERED AS:**

**081468786**

**ORDER NUMBER: 46039560**

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Cave ①  
acc!

# CAVEAT

## TO THE REGISTRAR OF SOUTH ALBERTA LAND REGISTRATION DISTRICT

TAKE NOTICE THAT the Municipal District of Foothills No. 31, of Box 5605, of the Town of High River in the Province of Alberta, claim an interest by virtue of an Agreement for Acquisition of Land signed by the registered landowner(s) wherein they have agreed to sell to the Municipal District of Foothills No. 31 5 meters of road dedication along the south boundary of

MERIDIAN 4 RANGE 28 TOWNSHIP 19

SECTION 30

THAT PORTION OF THE SOUTH WEST QUARTER

WHICH LIES TO THE EAST OF THE

RAILWAY SHOWN ON PLAN NO. RY8

CONTAINING 33.56 HECTARES (82.9 ACRES) MORE OR LESS

EXCEPTING THEREOUT:

| PLAN        | NUMBER  | HECTARES | ACRES MORE OR LESS |
|-------------|---------|----------|--------------------|
| SUBDIVISION | 0713705 | 20.23    | 49.99              |

EXCEPTING THEREOUT ALL MINES AND MINERALS

for the purpose of a highway, road, street, land being lands described in Certificate of Title, 071 368 535 +1 standing in the register in the name of Norman G. Carlson, forbid the registration of any person as transferee or owner of, or of any instrument affecting the said estate or interest, unless the instrument or certificate of title, as the case may be, is expressed to be subject to my claim.

I APPOINT the Municipal District of Foothills No. 31 at Box 5605, High River, Alberta, T1V 1M7 as the place at which notices and proceedings related hereto may be served.

DATED this 5th day of December, A.D. 2008.

### MUNICIPAL DISTRICT OF FOOTHILLS NO. 31

Signature of the Caveator or his Agent  
Judith A. Gordon, Planning Coordinator

CANADA  
PROVINCE OF ALBERTA  
TO WIT:

I, Judith A. Gordon, Planning Coordinator,  
of the Municipal District of Foothills No. 31, High River,  
in the Province of Alberta, make oath and say.

1. THAT I am the agent for the above-named Caveator.
2. THAT I believe that the said Caveator has a good and valid claim upon the said lands and I say this Caveat is not being filed for the purpose of delaying or embarrassing any person interested in or proposing to deal therewith.

SWORN before me at the Town  
Of High River in the Province of  
Alberta this 5th day of December, 2008.

Judith A. Gordon

A Commissioner of Oaths

CORRENE WENNE GARR

Notary Public  
Expiry Date November 14, 2011  
11. 2011



081468786

081468786 REGISTERED 2008 12 22

CAVE - CAVEAT

DOC 1 OF 6 DRR#: B0B3233 ADR/PPITMAN

LINC/S: 0032554918

**ALBERTA GOVERNMENT SERVICES  
LAND TITLES OFFICE**

**IMAGE OF DOCUMENT REGISTERED AS:**

**081468791**

**ORDER NUMBER: 45931077**

**ADVISORY**

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**SCHEDULE "2"**  
**TO OVERLAND DRAINAGE EASEMENT AND RESTRICTIVE COVENANT**  
**PURSUANT TO SECTION 69(1) OF THE LAND TITLES ACT**  
**[Paragraphs 1(d)]**

The Easement Area is that portion or portions of the Parcel (set out in Schedule "1") shown or identified on the right-of-way plan which has been registered at the Land Titles Office for the South Alberta Land Registration District as:

PLAN ALDERSYDE 081 5784

EXCEPTING THEREOUT ALL MINES AND MINERALS



081468791

081468791 REGISTERED 2008 12 22

CAVE - CAVEAT

DOC 6 OF 6 DRR#: B0B3233 ADR/PPITMAN

**SURVEYOR**

NAME: B.M. WILSON, A.L.S. 2008  
SURVEYED BETWEEN THE DATES OF MAY 8 AND AUGUST 26, 2008  
IN ACCORDANCE WITH THE PROVISIONS OF THE SURVEY ACT.

**REGISTERED OWNER**

NORMAN G. CARLSON

**SUBMISSION AUTHORITY**

NAME: M.D. OF FOOTHILLS No 31  
FILE NO: F1825-3028



**REGISTRAR SOUTH ALBERTA LAND REGISTRATION DISTRICT**

PLAN NO. 081 5784

ENTERED AND REGISTERED

ON December 22, 2008

INSTRUMENT NO. 081 468 788



M.D. OF FOOTHILLS No.31  
PLAN SHOWING SURVEY OF  
OVERLAND DRAINAGE RIGHT OF WAY  
AFFECTING  
LOT 1, BLOCK 2, PLAN 081 5783  
AND PORTION  
S.W.1/4 SEC.30, TWP.19, RGE.28, W.4M.  
WITHIN THE  
S.W.1/4 SEC.30, TWP.19, RGE.28, W.4M.  
SCALE: 1:500  
B.M. WILSON, A.L.S. 2008

**LEGEND**

1. AREA AFFECTED BY THIS PLAN OUTLINED THIN ——— AND CONTAINS ——— 0.115 ——— AC.
2. STATUTORY IRON PEGS SHOWN THIS: # FOUND 0 PLACED (MARKED "P196")
3. DISTANCES ARE IN METRES AND DECIMALS THEREOF.
4. BEARINGS ARE GRS AND ARE DERIVED FROM THE LINE BETWEEN ASGN'S 47509 AND 443376.
5. CO-ORDINATES ARE 2° TRANSVERSE MERIDIAN (NAD83), REFERENCE MERIDIAN 6° 11' E, COMBINED SCALE FACTOR IS 0.999741.

|        |                       |
|--------|-----------------------|
| A.L.S. | ALBERTA LAND SURVEYOR |
| SEC.   | SECTION               |
| TWP.   | TOWNSHIP              |
| RGE.   | RANGE                 |
| N.     | NORTHERN              |
| S.     | SOUTHERN              |
| E.     | EAST                  |
| W.     | WEST                  |



PLAN 071 2705  
S.W.1/4 SEC.30-19-28-4

PLAN 081

S.E.1/4 SEC.30-19-28-4

ORIGINAL

ROAD

ALLOWANCE

1

PLAN 891 1785

N 1/4 19

N.E.1/4 SEC.19-19-28-4

**Maidment Land Surveys Ltd.**  
Land Surveying/Land Development Consultants  
17, 4703 Sherbrook Road N.W. CALGARY, ALBERTA T2B 0B8  
Tel (403) 268-0501  
Fax (403) 268-0532 FILE NO. 108171odrw





## LAND TITLE CERTIFICATE

S

LINC                      SHORT LEGAL  
0033 689 571        0815871;1;1

TITLE NUMBER  
221 075 521

### LEGAL DESCRIPTION

PLAN 0815871

BLOCK 1

LOT 1

EXCEPTING THEREOUT ALL MINES AND MINERALS

AREA: 4.897 HECTARES (12.1 ACRES) MORE OR LESS

ESTATE: FEE SIMPLE

ATS REFERENCE: 4;28;19;30;SE

MUNICIPALITY: FOOTHILLS COUNTY

REFERENCE NUMBER: 081 472 205

| REGISTRATION | DATE (DMY) | REGISTERED OWNER(S)<br>DOCUMENT TYPE | VALUE | CONSIDERATION |
|--------------|------------|--------------------------------------|-------|---------------|
| 221 075 521  | 11/04/2022 | TRANSMISSION OF<br>LAND              |       |               |

### OWNERS

STEVEN MUTH

EXECUTOR FOR NORMAN G CARLSON

### ENCUMBRANCES, LIENS & INTERESTS

| REGISTRATION<br>NUMBER | DATE (D/M/Y) | PARTICULARS  |
|------------------------|--------------|--|
| 771 168 753            | 29/11/1977   | CAVEAT<br>RE : DEFERRED RESERVE<br>CAVEATOR - THE CALGARY REGIONAL PLANNING<br>COMMISSION. |
| 051 229 538            | 29/06/2005   | CAVEAT<br>RE : SURFACE LEASE UNDER 20 ACRES  |

( CONTINUED )

ENCUMBRANCES, LIENS & INTERESTS

PAGE 2

# 221 075 521

| REGISTRATION<br>NUMBER | DATE (D/M/Y) | PARTICULARS |
|------------------------|--------------|-------------|
|------------------------|--------------|-------------|

CAVEATOR - LEXIN RESOURCES LTD.

PO BOX 6808, STATION D

CALGARY

ALBERTA T2P2E7

AGENT - STEPHANEE HALSALL

(DATA UPDATED BY: CHANGE OF NAME 141185421)

(DATA UPDATED BY: CHANGE OF NAME 161107722)

|             |            |   |
|-------------|------------|---|
| 071 577 781 | 27/11/2007 | UTILITY RIGHT OF WAY<br>GRANTEE - ATCO GAS AND PIPELINES LTD. |
|-------------|------------|---|

|             |            |   |
|-------------|------------|---|
| 081 472 204 | 30/12/2008 | CAVEAT<br>RE : ACQUISITION OF LAND<br>CAVEATOR - THE MUNICIPAL DISTRICT OF FOOTHILLS NO.<br>31.<br>BOX 5605<br>HIGH RIVER<br>ALBERTA T1V1M7 |
|-------------|------------|---|

|             |            |  |
|-------------|------------|--|
| 081 472 207 | 30/12/2008 | CAVEAT<br>RE : DEFERRED RESERVE<br>CAVEATOR - THE MUNICIPAL DISTRICT OF FOOTHILLS NO.<br>31.<br>BOX 5605<br>HIGH RIVER<br>ALBERTA T1V1M7 |
|-------------|------------|--|

|             |            |  |
|-------------|------------|--|
| 081 472 208 | 30/12/2008 | CAVEAT<br>RE : EASEMENT AND RESTRICTIVE COVENANT |
|-------------|------------|--|

|             |            |                         |
|-------------|------------|-------------------------|
| 091 070 018 | 16/03/2009 | CAVEAT<br>RE : EASEMENT |
|-------------|------------|-------------------------|

TOTAL INSTRUMENTS: 007

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN  
ACCURATE REPRODUCTION OF THE CERTIFICATE OF  
TITLE REPRESENTED HEREIN THIS 8 DAY OF  
DECEMBER, 2022 AT 12:32 P.M.

ORDER NUMBER: 46039560

CUSTOMER FILE NUMBER: DEV DE



\*END OF CERTIFICATE\*

( CONTINUED )

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**ALBERTA GOVERNMENT SERVICES  
LAND TITLES OFFICE**

**IMAGE OF DOCUMENT REGISTERED AS:**

**081472204**

**ORDER NUMBER: 45930979**

**ADVISORY**

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①  
RE: ACQL

# CAVEAT

## TO THE REGISTRAR OF SOUTH ALBERTA LAND REGISTRATION DISTRICT

TAKE NOTICE THAT the Municipal District of Foothills No. 31, of Box 5605, of the Town of High River in the Province of Alberta, claim an interest by virtue of an Agreement for Acquisition of Land signed by the registered landowner(s) wherein they have agreed to sell to the Municipal District of Foothills No. 31 5 meters of road dedication along the south boundary of

MERIDIAN 4 RANGE 28 TOWNSHIP 19

SECTION 30

QUARTER SOUTH EAST

CONTAINING 64.7 HECTARES (160 ACRES) MORE OR LESS

EXCEPTING THAT PORTION OF THE SAID QUARTER SECTION

WHICH LIES TO THE NORTH AND EAST OF THE HIGH WOOD RIVER

EXCEPTING THEREOUT ALL MINES AND MINERALS

for the purpose of a highway, road, street, land being lands described in Certificate of Title, 791 091 876 standing in the register in the name of Norman G. Carlson, forbid the registration of any person as transferee or owner of, or of any instrument affecting the said estate or interest, unless the instrument or certificate of title, as the case may be, is expressed to be subject to my claim.

I APPOINT the Municipal District of Foothills No. 31 at Box 5605, High River, Alberta, T1V 1M7 as the place at which notices and proceedings related hereto may be served.

DATED this *5<sup>th</sup>* day of *December*, A.D. 2008.

MUNICIPAL DISTRICT OF FOOTHILLS NO. 31

Signature of the Caveator or his Agent  
Judith A. Gordon, Planning Coordinator

CANADA  
PROVINCE OF ALBERTA  
TO WIT:

I, Judith A. Gordon, Planning Coordinator,  
of the Municipal District of Foothills No. 31, High River,  
in the Province of Alberta, make oath and say:

1. THAT I am the agent for the above-named Caveator.
2. THAT I believe that the said Caveator has a good and valid claim upon the said lands and I say this Caveat is not being filed for the purpose of delaying or embarrassing any person interested in or proposing to deal therewith.

SWORN before me at the Town  
Of High River in the Province of  
Alberta this *5* the day of *December*, 2008.

Judith A. Gordon

A Commissioner of Oaths

COREENA LYNNE CARR  
A Commissioner for Oaths  
in and for the Province of Alberta  
Expiry Date November 14, 2008 *2011*  
*et.*



001472204

001472204 REGISTERED 2008 12 30

CAVE - CAVEAT

DOC 1 OF 5 DRR#: B088F80 ADR/GMCGEACH

LINC/S: 0021600328



**ALBERTA GOVERNMENT SERVICES  
LAND TITLES OFFICE**

**IMAGE OF DOCUMENT REGISTERED AS:**

**081472208**

**ORDER NUMBER: 45930914**

**ADVISORY**

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**FORM 26**  
**LAND TITLES ACT**  
(Section 130)  
**CAVEAT FORBIDDING REGISTRATION**

**TO THE REGISTRAR OF THE SOUTH ALBERTA LAND REGISTRATION DISTRICT**

**TAKE NOTICE THAT THE MUNICIPAL DISTRICT OF FOOTHILLS NO. 31, a** Municipal corporation, having its office situate at 309 Macleod Trail, in the Town of High River, in the Province of Alberta, (T1V-1M7), claims an interest in the following described lands:

See Attached Schedule "A.1"

(the "said lands")

standing in the register in the name of **NORMAN G. CARLSON** by virtue of an Overland Drainage Easement and Restrictive Covenant Agreement dated the 5 day of December, 2008, a copy of which is attached here as Schedule "A" and made a part hereof, executed by **NORMAN G. CARLSON** and **THE MUNICIPAL DISTRICT OF FOOTHILLS NO. 31**.

It forbids the registration of any person as transferee or owner of, or of any instrument affecting the said estate or interest unless the instrument or certificate of title, as the case may be, is expressed to be subject to its claim.

It appoints the following office as the place at which notices and proceedings relating hereto may be served:

P.O. Box 5605, High River, Alberta, T1V-1M7

In witness whereof this instrument has been executed this 5 day of December, 2008.

**THE MUNICIPAL DISTRICT OF FOOTHILLS NO. 31**  
By its agent in that behalf



**SCHEDULE A.1**

Firstly:

MERIDIAN 4 RANGE 28 TOWNSHIP 19  
SECTION 30  
QUARTER SOUTH EAST  
CONTAINING 64.7 HECTARES (160 ACRES) MORE OR LESS  
EXCEPTING THAT PORTION OF THE SAID QUARTER SECTION  
WHICH LIES TO THE NORTH AND EAST OF THE HIGH WOOD RIVER  
EXCEPTING THEREOUT:  
PLAN            NUMBER    HECTARES    ACRES    MORE OR LESS  
SUBDIVISION   081 5871       4.897       12.10  
EXCEPTING THEREOUT ALL MINES AND MINERALS

Secondly:

LOT 1  
BLOCK 1  
PLAN ALDERSYDE 081 5871  
EXCEPTING THEREOUT ALL MINES AND MINERALS

**AFFIDAVIT OF AGENT**

CANADA )  
PROVINCE OF ALBERTA )  
TO WIT: )

I, [REDACTED],  
of High River, in the Province of Alberta,  
Plumbing / M.D. of Gorthills 31  
(occupation)

MAKE OATH AND SAY:

1. I am the agent for the within Caveator.
2. I believe that the said Caveator has a good and valid claim upon the said land and I say that this Caveat is not being filed for the purpose of delaying or embarrassing any person interested in or proposing to deal therewith.

SWORN before me at the Town )  
of High River in the Province of )  
Alberta, this 5th day of )  
December A.D. 2008. )

[REDACTED] )  
A Commissioner for Oaths in and )  
for the Province of Alberta )

My Commission Expires:

**COREENA LYNNE CARR**  
A Commissioner for Oaths  
in and for the Province of Alberta  
Expiry Date November 14, 2008

11.2011

SCHEDULE 'A'

**OVERLAND DRAINAGE EASEMENT  
AND RESTRICTIVE COVENANT**  
PURSUANT TO SECTION 71(1) OF THE LAND TITLES ACT

THIS AGREEMENT made as of the 5 day of December, A.D. 2008.  
BETWEEN:

**NORMAN G. CARLSON**  
OF  
P.O. BOX 7, ALDERSYDE, ALBERTA, T0L-0A0

(Hereinafter called the "Grantor")

OF THE FIRST PART

-AND-

**THE MUNICIPAL DISTRICT OF FOOTHILLS NO. 31**, a Municipal Corporation in the  
Province of Alberta,  
(Hereinafter called the "Municipality")

OF THE SECOND PART

WHEREAS the Grantor is registered as an owner in fee simple subject to registered encumbrances, liens and interest, if any, of the lands in the Municipality described in Schedule "1" attached hereto; and,

WHEREAS the Subdivision Approving Authority (as defined in the Planning Act of Alberta) approved the subdivision of the lands which includes the Parcels described in Schedule "1" on the condition, amongst other things, that the Grantor enter into this Agreement; and,

WHEREAS the Municipality is the owner of Lot 27PUL, Plan 981 2255 in the vicinity of the Parcels hereinafter described; and,

WHEREAS Section 71(1) of the Land Titles Act of Alberta, provides that an owner may grant to himself an easement or restrictive covenant for the benefit of land which he owns and against land which he owns and the easement or restrictive covenant may be registered under the said Act;

NOW THEREFORE THIS AGREEMENT WITNESSETH:

1. In this Agreement, including this paragraph, unless the context otherwise requires:
  - (a) "Benefited Lands" means any one or more of the Parcels in favour of which an easement is granted under this Agreement.
  - (b) "Burdened Lands" means the Parcels which are the subject of an easement under this Agreement.
  - (c) "Easement Area" means that portion or portions of the Parcels described as such in Schedule "2" attached hereto.
  - (d) "Municipal Engineer" means a professional engineer or firm of professional engineers engaged by the Municipality from time to time for the purpose of providing engineering services to the Municipality.

- (e) "Parcel" means any one of the parcels of land or any one of those portions of parcels of land described in Schedule "1" attached hereto.
  - (f) "Parcels" means all of the parcels of land and all of any portion of parcels of land described in Schedule "1" attached hereto.
  - (g) "Overland Drainage Facility" means any facility or facilities for the drainage or control of storm water including, without restricting the generality of the foregoing:
    - (i) a grass swale;
    - (ii) a concrete or asphalt walkway, gutter or swale;
    - (iii) a drainage control fence or structure; and,
    - (iv) the sloping and contouring of land to facilitate the drainage or control of storm water,
  - (h) "Owner" means the registered owner of any one or more of the Parcels and "Owners" has a comparable meaning.
2. (a) Subject to the terms and conditions herein contained, the Grantor, as registered owner in fee simple of the Parcels does for itself and its successors-in-title and assigned HEREBY COVENANTS AND AGREES AND GRANTS unto itself for the benefit of each Parcel (being the "Benefited Lands") and unto the Municipality, as owner of the streets, lanes and public utility lot (Plan 981 2255, Lot 27PUL) in the vicinity of the Parcels, the following rights, privileges and easements in, under, over, across and through the remainder of the Parcels (being the "Burdened Lands");
- (i) to construct, operate, inspect, maintain, repair and replace an Overland Drainage Facility in, under, over, across and through the Easement Area; and,
  - (ii) to alter the surface grades on any of the Burdened Lands so that such surface grades conform to the surface grades approved by the Municipal Engineer for such lands; and,
  - (iii) for the Owners of the Benefited Lands, the Grantor, the Municipality and its employees, contractors, servants and agents, to have ingress, egress and to pass and to repass over those portions of the Burdened Lands which and only for so long as such portions are not occupied by a building or structure other than a fence, either on foot or by means of a vehicle or necessary machine whatsoever, and to remain on any such portion of the Burdened Lands, in order to exercise any of the rights herein granted provided always that such rights shall be exercised in a manner so as to cause as little damage as reasonably practicable to existing landscaping.
- (b) An Overland Drainage Facility shall only be constructed in a manner and at the location approved by the Municipal Engineer.
- (c) Notwithstanding anything elsewhere contained herein, an Owner other than the Grantor or the Municipality, shall not exercise any of the rights granted in paragraph 2(a) or in paragraph 6(b) with respect to any Parcel unless such Owner has first obtained a judgement from a court of competent jurisdiction declaring that the Owner of the Parcel has failed to comply with a notice given pursuant to paragraph 6(a).
3. The Grantor covenants and agrees for itself and its successors in title that with respect to the Burdened Lands that it will not:
- (a) build, erect or maintain nor permit or suffer to be built, erected or maintained on the Easement Area any building or structure (except for the Overland Drainage Facility or a fence which does not obstruct the flow of water through the Overland Drainage Facility) that would prevent, restrict or interfere with construction, operation, inspection, maintenance, replacement or repair of the Overland Drainage Facility;
  - (b) cause, permit or maintain any deviation from the surface grades approved for the Burdened Lands by the Municipal Engineer;

- (c) plant or maintain on the Easement Area any trees, shrubs or landscaping which would or could prevent, restrict or interfere with the exercise of any of the rights herein granted;
- (d) cause or permit any interference with, alteration to, removal of or damage to the Overland Drainage Facility;
- (e) suffer or permit dirt, fill, loam, gravel, paper debris, plant material, snow, ice or slush to accumulate on the Burdened Lands in such a manner that:
  - (i) the surface grades approved by the Municipal Engineer are altered to the extent that in the opinion of the Municipal Engineer the drainage of the Benefited Lands is adversely affected; or;
  - (ii) the use or operation of the Overland Drainage Facility is interfered with, restricted or prevented.

4. Any person entitled to carry out any of the aforesaid operations, will do so in a good and workmanlike manner and will cause or do as little damage and inconvenience to the Owner or occupier of the Burdened Lands as is reasonably possible, and any excavations or workings made or done in connection therewith shall, so far as is reasonably practicable, be restored to its former condition. The replacement of trees, shrubs and landscaping within the Easement Area other than grass shall be deemed to be impracticable. When exercising a right pursuant to paragraph 2(a)(ii), the person carrying out such operations shall not be required to replace any trees, shrubs or landscaping other than grass.

5. The Owner of the Burdened Lands upon which an Overland Drainage Facility or portion thereof has been constructed or installed shall, at its expense, maintain and repair in good operating condition that portion of the Overland Drainage Facility constructed or installed on any Parcel owned by such Owner.

- 6. (a) If any Owner of the Burdened Lands:
  - (i) fails to maintain or repair the Overland Drainage Facility as required in paragraph 5; or,
  - (ii) alters or maintains any surface grades other than those approved by the Municipal Engineer, the Municipality, the Grantor or any Owner of the Benefited Lands may, at its option, serve a notice in writing on the Owner of the Burdened Lands requiring such Owner to remedy the default within such reasonable period of time as may be specified in the notice.
- (b) Subject to paragraph 2(c), if the Owner of the Burdened Lands fails to remedy such default within the time specified in the notice, the person who gave the notice shall have the right (but not the obligation under this Agreement) to enter upon the Burdened Lands and remedy the default at the expense of such Owner of the Burdened Lands. The Owner of the Burdened Lands shall, upon demand, forthwith reimburse such person for all expenses incurred in remedying the default. Any dispute in regard to the costs incurred in remedying the default may be referred to arbitration in accordance with paragraph 7.
- (c) In the event of an emergency related to or caused by an Overland Drainage Facility, the Municipality, the Grantor and any one or more of the Owners of the Benefited Lands, or any of them, shall have the right (but not the obligation under this Agreement) to enter upon such portion of the Burdened Lands as is reasonably necessary to rectify the situation and take such action as is reasonably necessary to rectify the situation, all at the expense of such Owner of the Burdened Lands. The Owner of the Burdened Lands shall, upon demand, forthwith reimburse the person who incurred such expenses. Any dispute in regard to the expenses so incurred may be referred to arbitration in accordance with paragraph 7.

7. Any dispute as to any of the matters which, if no agreement is reached upon them by the provisions of this Agreement are to be determined by arbitration, shall be settled and determined by three arbitrators appointed in the manner following, that is to say:



- (a) either party may appoint an arbitrator and on doing so shall forthwith give notice in writing thereof to the other party;
- (b) the party in receipt of a notice of the appointment of an arbitrator as aforesaid shall, unless it has already done so, within seven (7) days from the date of receiving the notice, appoint an arbitrator and give notice thereof to the other party;
- (c) if either party does not appoint an arbitrator within the time limited under the preceding subsection (b), the other party may apply to a Justice of the Court of Queen's Bench of Alberta to appoint an arbitrator on behalf of and at the expense of the party so in default;
- (d) the arbitrators appointed by or for the parties hereto shall appoint a third arbitrator and, if they fail to do so within fourteen (14) days after the last of them was appointed, either party on notice to the other may apply to a Justice of the Court of Queen's Bench of Alberta to appoint a third arbitrator;
- (e) the appointment of all arbitrators except those appointed by a Justice as herein provided shall be in writing;
- (f) the arbitrators shall have the power to obtain the assistance, advice or opinion of such engineer, architect, surveyors, appraiser, valuer or other expert as they may think fit and shall have the discretion to act upon any assistance, advice or opinion so obtained;
- (g) the arbitration award may include an award of costs and interest and, notwithstanding the provisions of the Arbitration Act of Alberta, the amount of costs shall not be limited to the scale of rates provided in the Arbitration Act of Alberta;
- (h) each of the parties will do all acts and things and execute all deeds and instruments necessary to give effect to any award made upon any such arbitration.

8. Any and all Owners of the Benefited Lands shall indemnify and save harmless the Grantor and the Municipality against all actions, claims and demands which may be made or brought against the Grantor or the Municipality by reason of anything done by such Owners, or any of them, in the exercise of the rights, privileges, and liberties herein granted, or anyone using the easement, with the express or implied permission of such Owner or occupier of the Benefited Lands, it being expressly understood and agreed that all persons using the easement do so entirely at their own risk.

9. Where more than one person enters into this Agreement as Grantor, all of the agreements, covenants, terms, provisos and conditions contained herein shall be construed as being both joint and several with respect to each such person.

10. Where the context so requires, the singular number shall be read as if the plural were expressed and the masculine or neuter gender as if the masculine, feminine or neuter were expressed.

11. If any covenant or term of this Agreement or the application thereto to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, other than the term or covenant or portion thereof which is invalid or unenforceable, shall not be affected thereby and each covenant or term of this Agreement shall be valid and in force to the extent permitted by law.

- 12. (a) This easement and the covenants, restrictions and conditions herein contained are and shall be deemed to be covenants running with the Parcels and annexed to the Parcels and this Agreement, including all of the covenants, terms and conditions herein contained, shall extend to and be binding upon and enure to the benefit of the Owners of the Parcels and their respective heirs, executors, administrators, successors, successors-in-title and assigned.
- (b) The rights, privileges and easements granted hereunder may be enforced by any one or more of the Owners of the Benefited Lands and by the Municipality.

- (c) It is declared and agreed that the rights, privileges and easements granted to the Municipality hereunder are granted to the Municipality by virtue of its ownership of streets, lanes and public reserves adjacent to the Parcels.
13. (a) The recitals set forth above shall form part of this Agreement to the same extent as if repeated herein at length.  
(b) Schedules "1" and "2" attached hereto shall form part of this Agreement.
14. Time shall, in all respects, be of the essence of this Agreement.
15. Any notice, communication or request to be given to the Grantor or the Owners hereunder shall be in writing by registered mail, postage prepaid or by personal delivery to such person at the address for such person currently shown on the tax rolls of the Municipality provided that if postal service is interrupted by strikes, slowdown or other cause, the notice, communication or request shall be personally delivered to ensure prompt receipt.
16. No action shall be commenced against any person for damages or otherwise for breach of any one or more of the covenants contained in this Agreement which are alleged or proven by a Court of competent jurisdiction to be in breach of this Agreement, unless such person is registered as Owner of the Burdened Lands in respect of which the breach has occurred at the time of commencement of the action. The covenant shall constitute an absolute defence of any such action and may be pleaded as such.

IN WITNESS WHEREOF the parties hereto have executed these presents under seal as of the day and year first above written.

MUNICIPAL DISTRICT OF FOOTHILLS NO. 31

(seal)

NORMAN G. CARLSON

Witness

AFFIDAVIT OF EXECUTION

CANADA  
PROVINCE OF ALBERTA  
TO WIT


W, JOHN ANDRESEN, Q.C. High River  
) in the Province of Alberta, Solicitor  
) (Occupation)

MAKE OATH AND SAY:

1. That I was personally present and did see **NORMAN G. CARLSON** named in the attached instrument, who are personally known to me to be the person (s) named therein, duly sign and execute the same for the purpose named therein.
2. That the same was executed at the Town of High River in the Province of Alberta, and that I am the subscribing witness thereto.
3. That I know the said Norman G. Carlson who is in my belief of the full age of eighteen years.

SWORN at High River  
in the Province of Alberta, this 29 day)  
of July A.D., 2008 )

  
witness

  
A Commissioner For Oaths in and for the Province of Alberta.  
(Expiry Date \_\_\_\_\_)

**SHERON WARD**  
A Commissioner for Oaths  
in and for the Province of Alberta  
My Commission Expires August 13, 2010

**SCHEDULE "1"**  
**TO OVERLAND DRAINAGE EASEMENT AND RESTRICTIVE COVENANT**  
**PURSUANT TO SECTION 69(1) OF THE LAND TITLES ACT**

Those portions of the Lands legally described as follows:

Firstly:

MERIDIAN 4 RANGE 28 TOWNSHIP 19  
SECTION 30  
QUARTER SOUTH EAST  
CONTAINING 64.7 HECTARES (160 ACRES) MORE OR LESS  
EXCEPTING THAT PORTION OF THE SAID QUARTER SECTION  
WHICH LIES TO THE NORTH AND EAST OF THE HIGH WOOD RIVER  
EXCEPTING THEREOUT:  
PLAN                      NUMBER    HECTARES    ACRES    MORE OR LESS  
SUBDIVISION      081 5871                      4.897      12.10  
EXCEPTING THEREOUT ALL MINES AND MINERALS

Secondly:

LOT 1  
BLOCK 1  
PLAN ALDERSYDE 081 5871  
EXCEPTING THEREOUT ALL MINES AND MINERALS

**SCHEDULE "2"**  
**TO OVERLAND DRAINAGE EASEMENT AND RESTRICTIVE COVENANT**  
**PURSUANT TO SECTION 69(1) OF THE LAND TITLES ACT**  
**[Paragraphs 1(d)]**

The Easement Area is that portion or portions of the Parcel (set out in Schedule "1") shown or identified on the right-of-way plan which has been registered at the Land Titles Office for the South Alberta Land Registration District as:

PLAN ALDERSYDE 081 5872

EXCEPTING THEREOUT ALL MINES AND MINERALS



081472208

081472208 REGISTERED 2008 12 30  
CAVE - CAVEAT  
DOC 5 OF 5 DRR#: B0B8F80 ADR/GMCGEACH

**SURVEYOR**

NAME: BRYCE M. WILSON, A.L.S. 2008  
SURVEYED BETWEEN THE DATES OF MAY 9 AND AUGUST 26, 2008  
IN ACCORDANCE WITH THE PROVISIONS OF THE SURVEYS ACT.

**REGISTERED OWNER**

NORMAN O. CARLSON

**SUBDIVISION AUTHORITY**

NAME: M.D. OF FOOTHILLS No.31  
FILE NO: F1928-305E



**REGISTRAR SOUTH ALBERTA LAND REGISTRATION DISTRICT**

PLAN NO. **0815872**

ENTERED AND REGISTERED

ON December 30, 2008

INSTRUMENT NO. 081472206

**G.M. McGeachie**  
A.D. REGISTRAR

M.D. OF FOOTHILLS No.31  
PLAN SHOWING SURVEY OF  
OVERLAND DRAINAGE RIGHT OF WAY  
AFFECTING  
LOT 1, BLOCK 1, PLAN 081 5871  
AND PORTION  
S.E.1/4 SEC.30, TWP.19, RGE.28, W.4M.  
ALL WITHIN THE  
S.E.1/4 SEC.30, TWP.19, RGE.28, W.4M.  
SCALE: 1:500  
B.M. WILSON, A.L.S. 2008

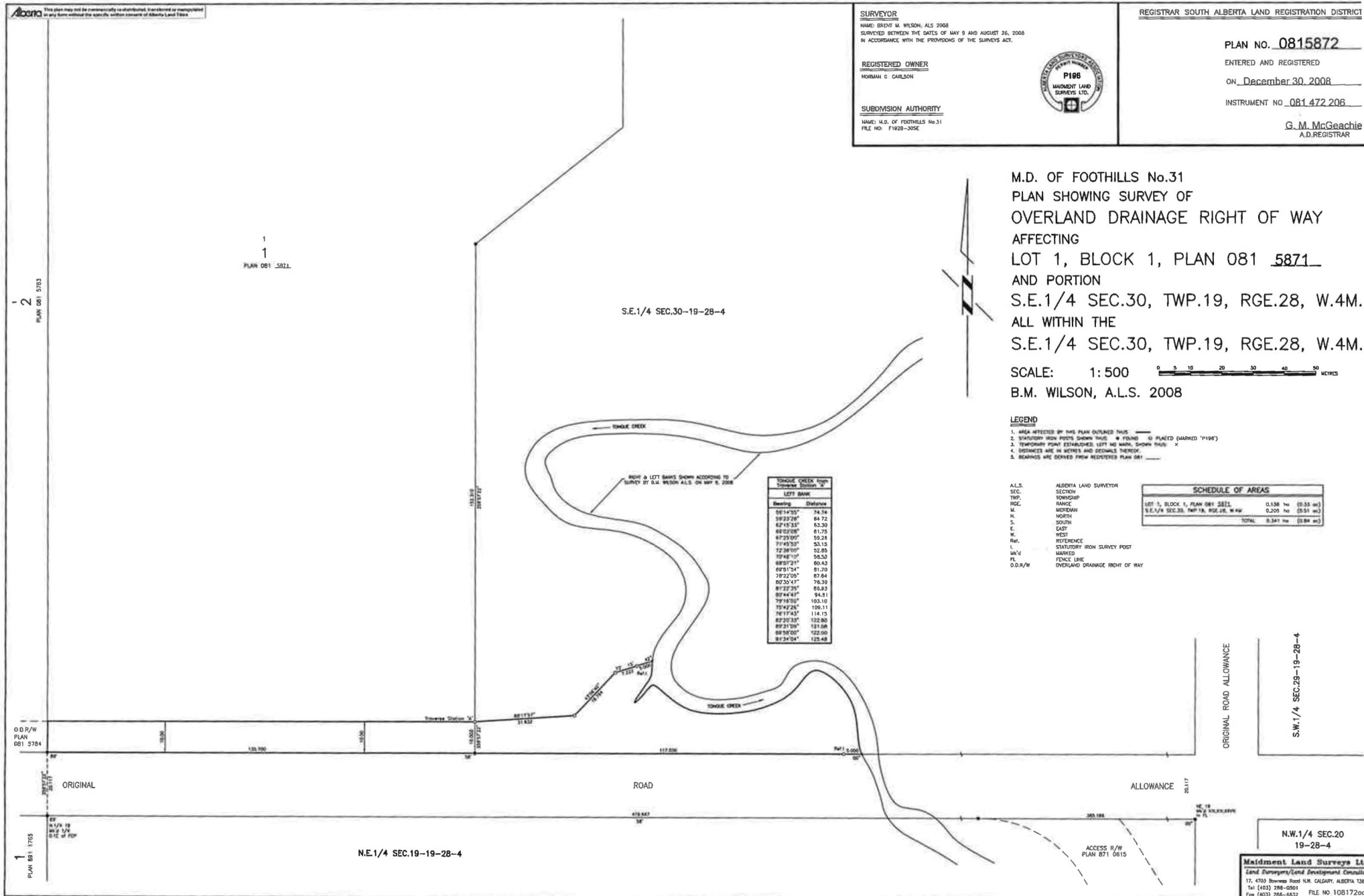
**LEGEND**

1. AREA AFFECTED BY THIS PLAN OUTLINED THIS
2. STATIONARY IRON POSTS SHOWN THIS
3. TEMPORARY POINT ESTABLISHED LEFT AND MARK SHOWN THIS
4. DISTANCES ARE IN METERS AND DECIMALS THEREOF
5. BEARINGS ARE DERIVED FROM REGISTERED PLAN 081

A.L.S. ALBERTA LAND SURVEYOR  
SEC. SECTION  
TWP. TOWNSHIP  
RGE. RANGE  
M. MERTON  
N. NORTH  
S. SOUTH  
E. EAST  
W. WEST  
Ref. REFERENCE  
I. STATIONARY IRON SURVEY POST  
M/V MARKED  
FL FENCE LINE  
O.D.R/W OVERLAND DRAINAGE RIGHT OF WAY

**SCHEDULE OF AREAS**

|                                       |                           |
|---------------------------------------|---------------------------|
| LOT 1, BLOCK 1, PLAN 081 5871         | 0.338 ha (0.83 ac)        |
| S.E.1/4 SEC.30, TWP.19, RGE.28, W.4M. | 0.205 ha (0.51 ac)        |
| <b>TOTAL</b>                          | <b>0.543 ha (1.34 ac)</b> |



**Midment Land Surveys Ltd.**  
Land Surveyors/Land Development Consultants  
17, 4703 Bowmans Road N.W. CALGARY, ALBERTA T2B 0B5  
Tel: (403) 286-0801  
Fax: (403) 286-6632  
FILE NO: 108172odw



**ALBERTA GOVERNMENT SERVICES  
LAND TITLES OFFICE**

**IMAGE OF DOCUMENT REGISTERED AS:**

**091070018**

**ORDER NUMBER: 45930914**

**ADVISORY**

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**CAVEAT FORBIDDING REGISTRATION**

**TO THE REGISTRAR OF** the South Alberta Land Registration District.


**TAKE NOTICE** that, ABILDS & ABILDS INC. of P.O. BOX 5807, High River, Alberta T1V 1P3, in the Province of Alberta, claim(s) an interest by virtue of an Easement and Right-of-Way Agreement between the ABILDS & ABILDS INC. and NORMAN G. CARLSON dated 7th day of September, 2007.

in **SEE ATTACHED SCHEDULE 'A'**

being lands described in Certificate of Title, #081 468 787 +1, 081 472 205 +1, 081 468 787 and 081 472 205, standing in the register in the name of NORMAN G. CARLSON, and it forbids the registration of any person as transferee or owner of, or of any instrument affecting the said estate or interest, unless the instrument or certificate of title, as the case may be, is expressed to be subject to my claim.

**I APPOINT** #16 - 2nd Avenue S. E., High River, Alberta T1V 1G4 as the place at which notices and proceedings relating hereto may be served.

**DATED** this 11th day of March, A. D. 2009.

  
P/ DAVID ARNOLD, SOLICITOR AND  
AGENT FOR THE CAVEATOR(S)

CANADA ) I, P. DAVID ARNOLD  
 )  
PROVINCE OF ALBERTA ) of the Town of High River,  
 )  
TO WIT: ) in the Province of Alberta, Solicitor,

MAKE OATH AND SAY AS FOLLOWS:

1. I am the agent for the above-named Caveator.
2. I believe that the said Caveator has a good and valid claim upon the said land and I say that this Caveat is not being filed for the purpose of delaying or embarrassing any person interested in or proposing to deal therewith.

SWORN before me at the Town )  
 )  
of High River, in the Province )  
 )  
of Alberta, this 11th day of )  
 )  
March, A. D. 2009. )  
 )  
 )

A Commissioner for Oaths in  
and for the Province of Alberta

DEBORAH M. MALMBERG  
My Commission Expires May 6, 2009

## SCHEDULE 'A'

1. MERIDIAN 4 RANGE 28 TOWNSHIP 19  
SECTION 30  
THAT PORTION OF THE SOUTH WEST QUARTER  
WHICH LIES TO THE EAST OF THE  
RAILWAY SHOWN ON PLAN NO. RY8  
CONTAINING 33.56 HECTARES (82.9 ACRES) MORE OR LESS  
EXCEPTING THEREOUT:  
PLAN NUMBER HECTARES ACRES MORE OR LESS  
SUBDIVISION 0713705 20.23 49.99  
SUBDIVISION 0815783 3.702 9.15  
EXCEPTING THEREOUT ALL MINES AND MINERALS
2. MERIDIAN 4 RANGE 28 TOWNSHIP 19  
SECTION 30  
QUARTER SOUTH EAST  
CONTAINING 64.7 HECTARES (160 ACRES) MORE OR LESS  
EXCEPTING THAT PORTION OF THE SAID QUARTER SECTION  
WHICH LIES TO THE NORTH AND EAST OF THE HIGH WOOD RIVER  
EXCEPTING THEREOUT:  
PLAN NUMBER HECTARES ACRES MORE OR LESS  
SUBDIVISION 0815871 4.897 12.10  
EXCEPTING THEREOUT ALL MINES AND MINERALS
3. PLAN 0815783  
BLOCK 2  
LOT 1  
EXCEPTING THEREOUT ALL MINES AND MINERALS  
AREA: 3.702 HECTARES (9.15 ACRES) MORE OR LESS
4. PLAN 0815871  
BLOCK 1  
LOT 1  
EXCEPTING THEREOUT ALL MINES AND MINERALS  
AREA: 4.897 HECTARES (12.1 ACRES) MORE OR LESS

EASEMENT AND RIGHT-OF-WAY AGREEMENT

THIS AGREEMENT made as of the 7th day of September,  
A. D. 2007.

B E T W E E N :

NORMAN G. CARLSON,

[REDACTED]  
ALDERSYDE, ALBERTA [REDACTED]  
(hereinafter called "the Grantor"),

OF THE FIRST PART,

- AND -

ABILDS & ABILDS INC.,

[REDACTED]  
(hereinafter called "the Grantee"),

OF THE SECOND PART.

WHEREAS the Grantor is the registered owner of those  
lands and premises situate in the Province of Alberta, more  
particularly described as:

SEE ATTACHED SCHEDULE A

(hereinafter called "the servient tenement");

AND WHEREAS the Grantee is the registered owner of  
those lands and premises situate in the Province of Alberta more  
particularly described as:

SEE ATTACHED SCHEDULE B

(hereinafter called the dominant tenement);

AND WHEREAS the Grantee requires the right to enter  
upon the servient tenement for the purposes of construction of a

drainage ditch and road widening of 466 Avenue and the right to maintain the installations in good condition and repair and for such purposes requires access to the servient tenement at any time for itself and its servants, employees, workmen and assigns in order to allow surface water to drain from the dominant tenement;

AND WHEREAS the Grantor is desirous of granting an Access Easement and Right-of-Way to the Grantee, the Grantee's personal representatives, successors and assigns and their respective agents, employees, servants, invitees, licensees and others along, through and over the servient tenement;

NOW THIS AGREEMENT WITNESSETH that in consideration of the sum of ONE (\$1.00) DOLLAR, the receipt of which and the sufficiency of which is hereby acknowledged, the Grantor and Grantee agree as follows:

1. The Grantor doth hereby grant, convey and confirm to the Grantee and the Grantee's personal representatives, successors and assigns an Easement and Right-of-Way in perpetuity or for so long as the same shall be required for the purposes hereinafter set out, along, through and over the servient tenement for the purposes of permitting the Grantee, and the Grantee's personal representatives, successors and assigns and their and each of their respective agents, employees, servants, invitees and licensees and all other persons authorized by the Grantee to enter upon, over or across the servient tenement together with machinery, equipment and motor vehicles, for the purpose of

construction thereon of a drainage ditch and road widening of 466 Avenue and the right to maintain the installations in good condition in order to allow surface water to drain from the dominant tenement. The Easement consists of the Southerly 10 meters in perpendicular width throughout those lands set out in Schedule 'A', excepting thereout all mines and minerals.

2. The Easement and Right-of-Way hereinbefore granted is made with the intent that the burden of the said Easement and Right-of-Way shall run with and bind the servient tenement and will be for the sole benefit and use of the Grantee and successors in title to the dominant tenement from time to time.

3. The parties hereto agree that the Easement and Right-of-Way herein granted is subject to the following conditions, provisos and obligations:

a) The owner of the property which is the dominant tenement will, in exercising its rights hereunder, do so in a careful and prudent manner and will cause or do as little damage and inconvenience to the owner and the occupier, if any, of the property which is the servient tenement; as is possible.

b) The owner from time to time of the property which is the dominant tenement will indemnify and save harmless the owner from time to time of the property which is the servient tenement in respect of this Easement and Right-of-Way from and against all



respect of this Easement and Right-of-Way from and against all claims, damages, debts, suits, dues, actions, liabilities, and causes of action, costs (including legal costs as between a Solicitor and his or her own client) or sums of money whatsoever that the owner of the servient tenement may suffer or be put to by reason of anything done by the owner of the dominant tenement in the exercise of any one or more of the rights and privileges hereby granted.

c) The Easement hereby granted shall not be extinguished in the event that title to or ownership of the dominant and servient tenements or any adjoining portion of either of them shall be vested in the same person. Further, and in any event, if any such extinguishment shall occur and title to the dominant and servient tenements or adjoining portions thereof shall thereafter be divested from such common ownership, then and in such event the successors to and in respect of the Easement and Right-of-Way hereby granted shall thereupon once again be entitled to the benefits thereof as created under and by virtue of this Easement and Right-of-Way.

4. This Easement and Right-of-Way and the covenants herein contained are and shall be deemed to be covenants running with the land and shall be binding upon and enure to the benefit of the Grantee and the Grantee's respective successors to title only while and to the extent that such party shall be registered as owner or Lessee of the dominant tenement or portion thereof from

time to time.

5. Where required by the context hereunder, the singular shall include the plural and the masculine gender shall include either feminine gender or the masculine gender as the case may be and vice-versa. Should the Grantor or Grantee of the rights of this Easement and Right-of-Way hereby conferred and at any time and from time to time comprise two or more persons, each such person and not one for the other or others, shall be jointly and severally bound with the other or others for the due performance of the obligations of the Grantor or Grantee of such rights.

IN WITNESS WHEREOF the Grantor and the Grantee have hereunto affixed their respective hands and seals on the date and year first above written.

SIGNED, SEALED AND DELIVERED

ABILDS & ABILDS, INC.

PER

in the presence of:


Witness as to the signatures  
of the Grantee

NORMAN G. CARLSON

DOWER ACT

I, NORMAN G. CARLSON, of Aldersyde, in the Province of Alberta,  
Businessman, MAKE OATH AND SAY:



1. I am the Mortgagor named in the within (or annexed)  
instrument.

 2. ~~That neither myself nor my spouse have resided on the  
within mentioned land at any time since our marriage.~~

OR

2. That I am not married.

SWORN BEFORE ME at the Town of High River, )  
in the Province of Alberta, this 10<sup>th</sup> )  
day of September, 2008. )

  
A Commissioner for Oaths in and for the  
Province of Alberta 

W. JOHN ANDRESEN, Q.C.  
Barrister & Solicitor  
and Notary Public  
in and for the Province of Alberta

AFFIDAVIT OF EXECUTION

W. JOHN ANDRESEN, Q.C.

|                     |   |                                 |
|---------------------|---|---------------------------------|
| CANADA              | ) | I, <del>P. DAVID ARNOLD</del> , |
| PROVINCE OF ALBERTA | ) | of the Town of High River,      |
| TO WIT:             | ) | in the Province of Alberta,     |
|                     | ) | MAKE OATH AND SAY:              |

1. THAT I was personally present and did see NORMAN G. CARLSON, named in the within instrument who is personally known to me to be the person named therein, duly sign and execute the same for the purpose named therein.

2. THAT the same was executed at the Town of High River, in the Province of Alberta, and that I am the subscribing witness thereto.

3. THAT I know the said party and he is in my belief of the full age of eighteen years.

SWORN BEFORE ME at the Town of  
High River, in the Province  
of Alberta, this 11<sup>th</sup> day of  
September, A. D. 2008.

A Commissioner for Oaths in and  
for the Province of Alberta.

JILL VICTORIA PEARSON  
A Commissioner for Oaths  
In and for the Province of Alberta  
My Commission Expires Feb. 3, 2009

## SCHEDULE 'A'

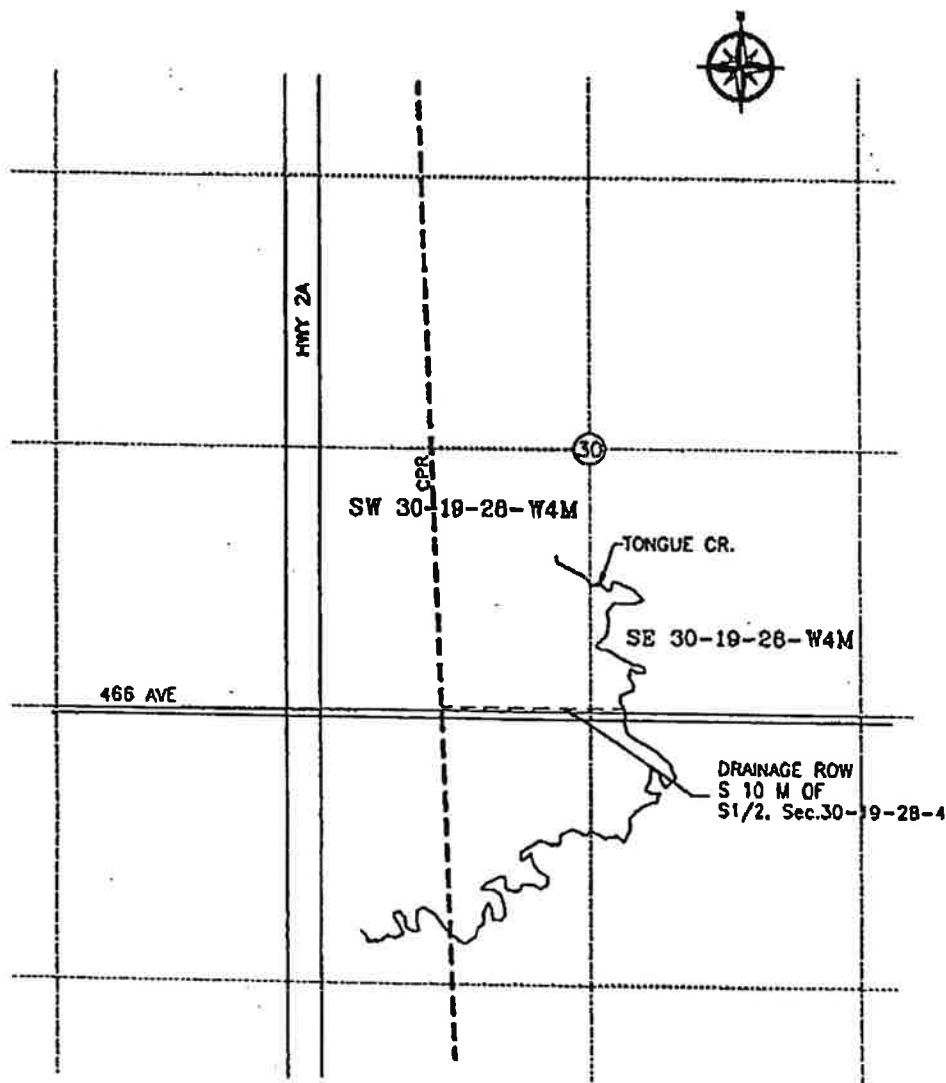
1. MERIDIAN 4 RANGE 28 TOWNSHIP 19  
SECTION 30  
THAT PORTION OF THE SOUTH WEST QUARTER  
WHICH LIES TO THE EAST OF THE  
RAILWAY SHOWN ON PLAN NO. RY8  
CONTAINING 33.56 HECTARES (82.9 ACRES) MORE OR LESS  
EXCEPTING THEREOUT:  
PLAN NUMBER HECTARES ACRES MORE OR LESS  
SUBDIVISION 0713705 20.23 49.99  
SUBDIVISION 0815783 3.702 9.15  
EXCEPTING THEREOUT ALL MINES AND MINERALS
  
2. MERIDIAN 4 RANGE 28 TOWNSHIP 19  
SECTION 30  
QUARTER SOUTH EAST  
CONTAINING 64.7 HECTARES (160 ACRES) MORE OR LESS  
EXCEPTING THAT PORTION OF THE SAID QUARTER SECTION  
WHICH LIES TO THE NORTH AND EAST OF THE HIGH WOOD RIVER  
EXCEPTING THEREOUT:  
PLAN NUMBER HECTARES ACRES MORE OR LESS  
SUBDIVISION 0815871 4.897 12.10  
EXCEPTING THEREOUT ALL MINES AND MINERALS
  
3. PLAN 0815783  
BLOCK 2  
LOT 1  
EXCEPTING THEREOUT ALL MINES AND MINERALS  
AREA: 3.702 HECTARES (9.15 ACRES) MORE OR LESS
  
4. PLAN 0815871  
BLOCK 1  
LOT 1  
EXCEPTING THEREOUT ALL MINES AND MINERALS  
AREA: 4.897 HECTARES (12.1 ACRES) MORE OR LESS

**SCHEDULE B**

PLAN 9812255

LOT 1

EXCEPTING THEREOUT ALL MINES AND MINERALS



## J.K.Engineering Ltd.

CLIENT

ABILD's &amp; ABILD's INC.

PROJECT

ABILD INDUSTRIAL PARK

UTILITY RIGHT-OF-WAY

S 10 M in S 1/2, Sec 30-19-28-W4M



091070018

091070018 REGISTERED 2009 03 16  
CAVE - CAVEAT  
DOC 1 OF 1 DRR#: C0193A4 ADR/WLIU  
LINC/S: 0033679242 +