

Plan Showing Survey for
Site Survey

Plan 1306 JK
Block A

Address: 28802 2338 Drive W.
Foothills County, Alberta.

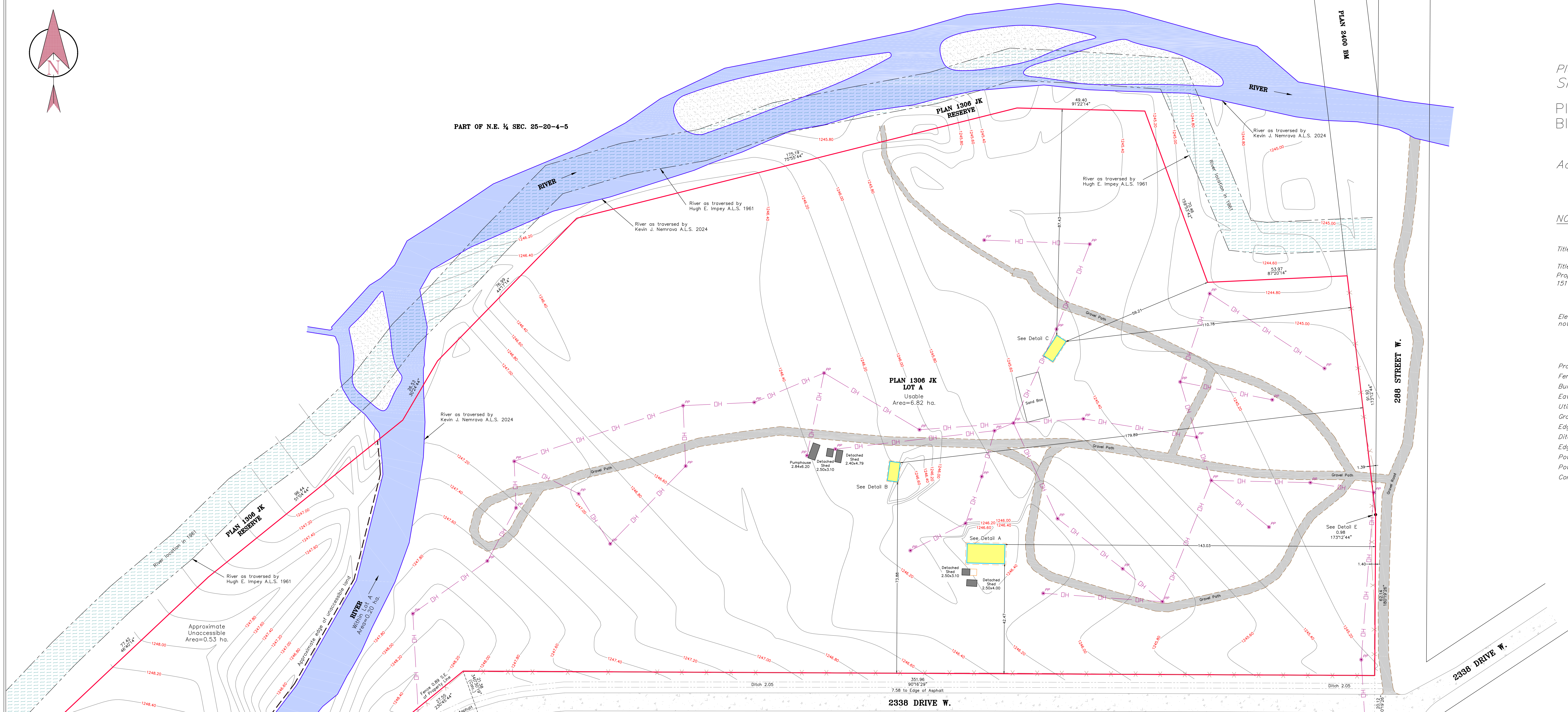
NOTE

Title information is based on a Title Search dated April 2nd, 2024

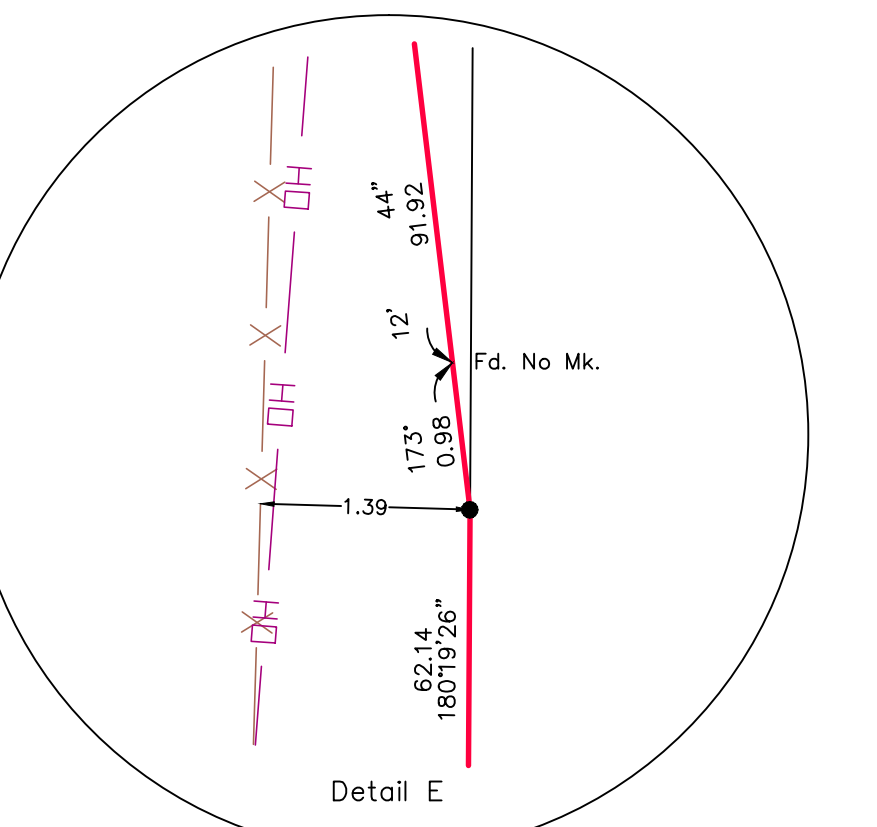
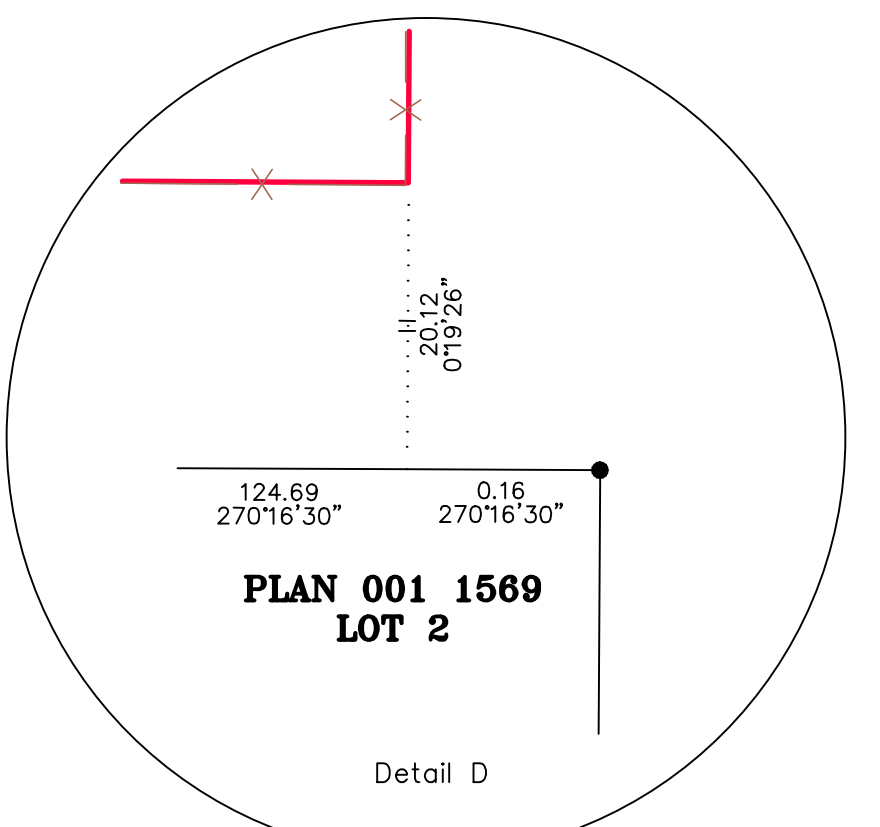
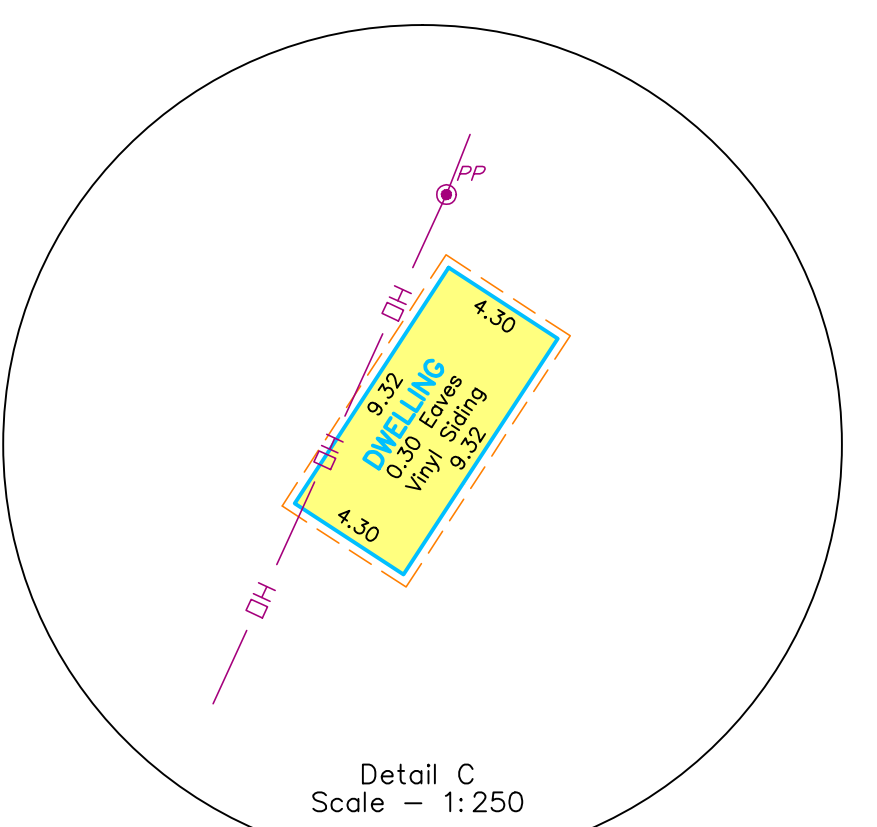
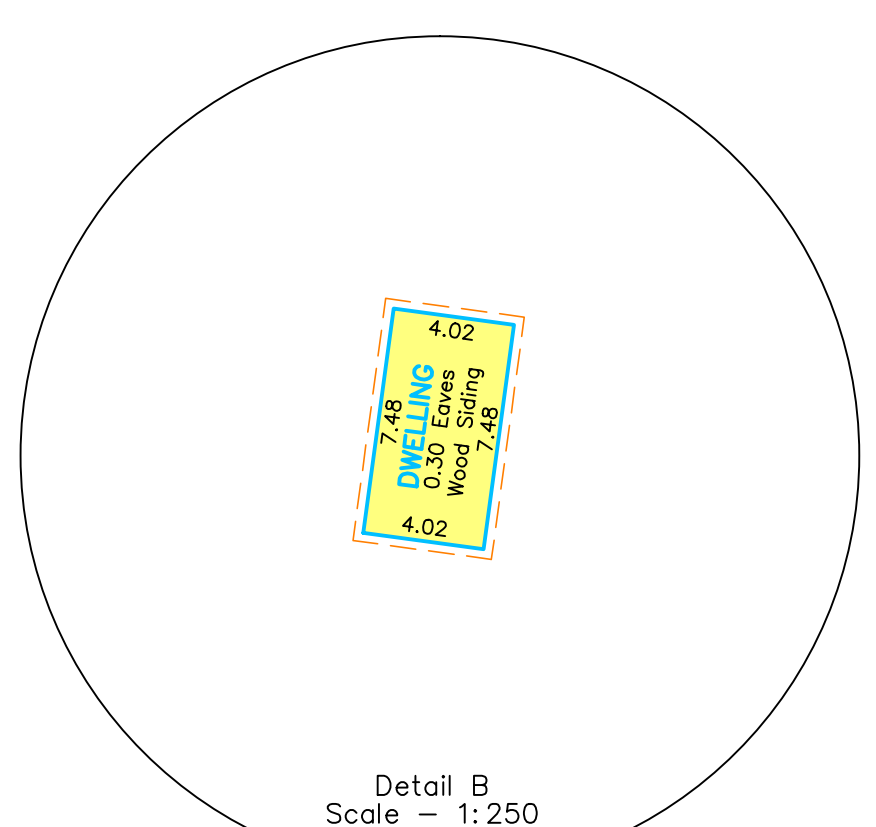
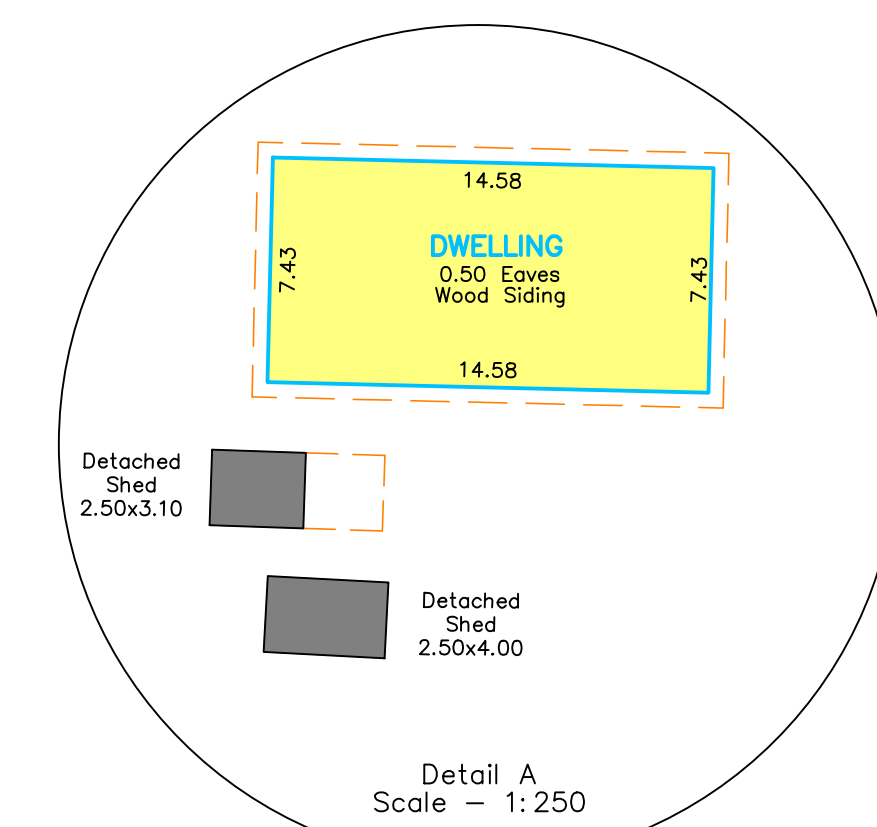
Title No: 168 B 82
Property is subject to:
151 109 792 UTILITY RIGHT OF WAY

Elevations are local, based on GNSS single point positioning and not referenced to ASCMs

- Property Boundaries of Parcel Affected shown thus: —
- Fences shown thus: x-x
- Buildings shown thus: ■
- Eave Fascia shown thus: —
- Utility Rights-Of-Way shown thus: ---
- Gravel Path shown thus: ---
- Edge of Asphalt shown thus: ---
- Ditch shown thus: ---
- Edge of River shown thus: ---
- Power Line shown thus: —
- Power Pole shown thus: ●
- Contours shown thus: ---



Lot A Area	
Total	7.55 ha.
Unaccessible	-0.53 ha.
Within River	-0.20 ha.
Usable Area	6.82 ha.



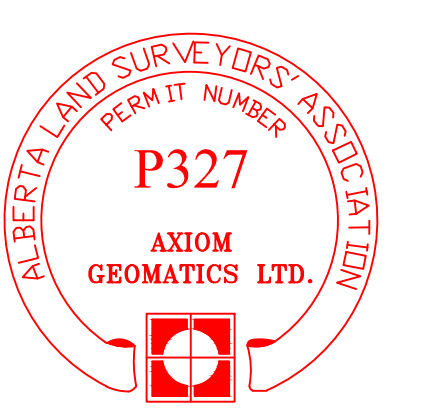
Scale : 1 : 500

This plan is not to be used for the establishment of boundaries and is intended for the purpose of applying for development permit only

This Site Survey makes no claims as to ownership relating to water boundaries

Dated this 22nd day of July, 2024.

© Copyright Axiom Geomatics Ltd., 2024





Welcome to Foothills County

Home Contact News Search Events Careers Virtual County Hall Community Bulletin Board

Flood Hazard Identification

Home

About

Council

Services

Agricultural
Services

Assessments

Community
Services

Flood Hazard
Identification

Flood Scoping
Study and
Mitigation
Program

Flood Recovery
Erosion Control
Program (FREC)

GIS -
Geographic
Information
Systems

Planning and
Development

Protective
Services

Public Works

Regional
Landfill

The catastrophic flood event of 2013 brought flooding and flood hazard identification to the forefront in southern Alberta. There are measures being taken at both the provincial and municipal level to assist the public with identifying flood hazards and mitigating future flooding.

Government of Alberta Flood Hazard Identification Program

Updates as of June 21, 2019 - see below

To assist Albertans in mitigating potential flood losses, Alberta Environment and Parks (AEP) manages the production of flood hazard studies and mapping under the provincial Flood Hazard Identification Program (FHIP).

Flood hazard mapping identifies areas along water bodies where flood hazards exist using design flood levels. In Alberta the design flood level used is the one per cent flood event - events which have a one percent chance of occurring in any given year, (also sometimes referred to as the one in one hundred year flood).

The province's current flood hazard maps can be found on the Flood Hazard Mapping Application on the Government of Alberta's website [here](#).

There are currently five river hazard studies being undertaken in Foothills County on the Bow River, Elbow River, the Highwood River, the Sheep River and Priddis and Fish Creeks. For detailed information please visit the Government of Alberta's website [here](#).

The Bow and Elbow River Study

The Bow and Elbow River Study assesses 220 km of the Bow River and 70 km of the Elbow River

The study area covers the Bow River between Bearspaw Dam and the Highwood River confluence, and the Elbow River between Bragg Creek

- Rural Addressing - 911
- Taxes
- Utilities
- Resource Library - Bylaws, Policies & Forms
- Business
- News
- Contact
- Emergency Management
- Rural Crime

and the Bow River confluence.

[Alberta Environment and Parks - Bow and Elbow River Hazard Study Update Notice - May 11, 2020](#)

[Alberta Environment and Parks - Bow and Elbow River Hazard Study Update Notice - June 21, 2019](#)

[Alberta Environment and Parks - Bow and Elbow River Hazard Study Update Notice - March 16, 2018](#)

[Alberta Environment and Parks - Bow and Elbow River Hazard Study Update Notice - March 21, 2017](#)

Siksika Bow River Hazard Study

The Siksika Bow River Hazard Study will assess and identify river and flood hazards along 215 km of the Bow River downstream of the Highwood River confluence.

The study area includes Siksika Nation, Foothills County, Rocky View County, Vulcan County, Wheatland County, and County of Newell, including Bow City.

[Alberta Environment and Parks - Siksika Bow River Hazard Study Update Notice - May 11, 2020](#)

[Alberta Environment and Parks - Siksika Bow River Hazard Study Update Notice - June 21, 2019](#)

[Alberta Environment and Parks - Siksika Bow River Hazard Study Update Notice - March 16, 2018](#)

The Highwood River Study

The Highwood River Study includes 90 km of the Highwood River and 10 km of the Little Bow River

The study area on the Highwood River extends from upstream of Longview to the confluence with the Bow River and includes 10 km of the upper Little Bow River.

[Alberta Environment and Parks - Highwood River Hazard Study Update Notice - May 11, 2019](#)

[Alberta Environment and Parks - Highwood River Hazard Study Update Notice - June 21, 2019](#)

[Alberta Environment and Parks - Highwood River Hazard Study Update Notice - March 16, 2018](#)

[Alberta Environment and Parks - Highwood River Hazard Study Update Notice - March 21, 2017](#)

Events at a glance

< October 2020 >

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

The Sheep River Study (Sheep River and Threepoint Creek)

The Sheep River Study assesses 50 km of the Sheep River and 35 km of Threepoint Creek

The Study area on the Sheep River extends downstream from approximately 336 Street West to the confluence with the Highwood River.

The Study area on Threepoint Creek begins at approximately 272 Street West and extends to the confluence with the Sheep River.

Alberta Environment and Parks - Sheep River Hazard Study Update Notice - May 11, 2020

Alberta Environment and Parks - Sheep River Hazard Study Update Notice - June 21, 2019

Alberta Environment and Parks - Sheep River Hazard Study Update Notice - March 16, 2018

Alberta Environment and Parks - Sheep River Hazard Study Update Notice - March 21, 2017

The Priddis River Study (Priddis Creek and Fish Creek)

The Priddis River Hazard Study will identify and assess river-related hazards along 30 km of Fish Creek and 15 km of Priddis Creek.

The study area includes Foothills County, Priddis, and Priddis Greens. This Study is being co-funded through the National Disaster Mitigation Program (NDMP) with support from Foothills County.

Alberta Environment and Parks - Priddis River Hazard Study Update Notice - May 11, 2020

Alberta Environment and Parks - Priddis River Hazard Study Update Notice - June 21, 2019

Alberta Environment and Parks - Priddis River Hazard Study Update Notice - March 16, 2018

Foothills County's Flood Hazard Protection Overlay District

Foothills County's Land Use Bylaw 60/2014 created a new land use district in order to provide for the safe and efficient use of lands within the floodway and flood fringe of all the rivers, streams, creeks and waterways.

The overlay district exists over top of a property's existing land use and includes areas within provincially mapped floodways and flood fringe as well as areas believed to have been impacted by the flood event of



2013.

The intent of this district is to discourage new development on lands subject to flooding and achieve the long term goal of maintaining or decreasing the overall density of development on lands that may be subject to flooding.

In the Flood Hazard Protection Overlay, the permitted and discretionary uses listed in the land use district in which the site is located shall continue to apply if supported by engineering and technical studies and are able to meet all applicable development requirements.

Foothills County River Modelling Projects

With the support of the Government of Alberta, Foothills County has retained the services of Advisian to produce detailed river modelling on the Highwood and Little Bow Rivers as part of the *Scoping Study of Flood Related Areas of Concern on the Highwood River and Little Bow River within Foothills County*.

For more information on this project please see the Flood Scoping Study and Mitigation Program page.



Foothills County
309 Macleod Trail
Box 5605
High River, Alberta
T1V 1M7

Tel: 403-652-2341 or
403-931-1905
Fax: 403-652-7880 or
403-652-6900

Hours:
Monday - Friday, 8:30
am - 4:30 pm

**After Hours
Emergency Number:**
1-888-808-3722

Copyright © 2020 Foothills County. All Rights Reserved
Site Designed and Built in 2014 by Tobias Crichton Studios

copy

**MUNICIPAL DISTRICT OF FOOTHILLS NO. 31
FLOOD MITIGATION
UTILITY RIGHT OF WAY AGREEMENT**

This Utility Right of Way Agreement dated this 17 day of March, 2014 ^{2013/STM}
16 DR.

Whereas:

LA SOCIETE FRANCO CANADIENNE DE CALGARY
#102, 1809 - 5TH STREET SW
CALGARY, AB
T2S 2A8

(the "Grantors") are the registered owners of an estate in fee simple in those lands being legally described as follows:

PLAN 1306JK
BLOCK A
EXCEPTING THEREOUT ALL MINES AND MINERALS
AREA 7.55 HECTARES (18.66 ACRES) MORE OR LESS

(the "Lands")

DOES HEREBY, in consideration of the sum of one dollar (\$1.00) DOLLAR(S) paid to the Grantor(s), the receipt and sufficiency whereof is hereby acknowledged, and in consideration of the covenants and conditions herein contained, grant and transfer unto the **Municipal District of Foothills No. 31** (the "Grantee") and its respective successors and assigns the right, license, privilege, liberty and easement to enter upon the Lands, to access the river bank for the purpose of constructing, inspecting, maintaining, replacing, repairing and remediating the bank and undertaking and carrying out flood mitigation, remediation and/or flood control measures pursuant to the Grantee's Flood Recovery and Erosion Control Program (hereinafter called the "Purpose"), on the following terms and conditions, namely:

1. This Right-of-Way and the rights and privileges hereby granted shall commence upon signing and shall be covenants running with the Lands.
2. The rights and privileges hereby granted shall be subject to the following terms and conditions, namely:
 - (a) There shall be included in the said Grant all things necessary and incidental to the full enjoyment of the rights and privileges hereby specifically granted;
 - (b) Neither the Grantor nor the Grantee or their respective successors or assigns shall use or permit to be used the Right-of-Way in any manner so as to interfere with the use and enjoyment thereof by both parties to the extent that each is entitled to use and enjoy the same, and each party shall use and enjoy the Right-of-Way in common and without

hindrance, molestation or interruption on the part of the other party or any firm, person or corporation claiming by, through, under or in trust for such party; and

- (c) The rights, privileges, and easements herein granted shall be restricted to the Grantee, its agents, employees, contractors, and volunteers gaining access to the Right-of-Way with or without vehicles, machinery and equipment for the purposes set out herein.
3. Upon the commencement of the Term and at all times during the Term, the Grantee or any person, firm or corporation, or anyone claiming by, through, under or in trust for the Grantee, or any of them, may enter upon or occupy the Right-of-Way as agents, servants, employees, contractors or volunteers for the Purpose as aforesaid.
4. The Grantor agrees that the Grantee performing and observing the covenants and conditions as herein contained shall peaceably hold and enjoy all the rights, privileges, liberties and covenants hereby granted without any hindrance or interruption from the Grantor or any person or persons claiming by, through, under, or in trust for them or any person or persons whatsoever.
5. Neither the Grantor(s) nor the Grantee shall excavate, drill, install, erect or permit to be excavated, drilled, installed or erected over, under or through the said Right-of-Way any pit, foundation, building or other structure or installation without the prior written consent of the other party.
6. The Grantee covenants with the Grantor(s) as follows:
 - (a) The Grantee will at all times hereafter indemnify and keep the Grantor(s) indemnified against all actions, claims and demands which may be lawfully brought or made against the Grantor(s) by reason of any breach of this Agreement by the Grantee, anything done or not done by the Grantee or its agents, servants, employees, contractors or volunteers during the exercise or the purported exercise of the access right, license, privilege and easement hereby granted including negligence by the Grantee or its agents, servants, employees, contractors or volunteers in the exercise of the access right, license, privilege and easement hereby granted; and
 - (b) The Grantee and its successors and assigns will compensate the Grantor(s) and its/his/her/their successors and assigns for any damage or wear and tear caused to the Grantor's Land and the Right-of-Way with the exception of normal wear and tear occasioned by the lawful use by the Grantee or its agents, servants, employees, contractors or volunteers of the Grantor's Land and the Right-of-Way and the use and enjoyment of the rights herein granted.
7. The Grantor(s) agree(s) that any improvements constructed, installed and maintained over, under and through the Right-of-Way by the Grantee shall remain chattels and shall remain the sole and exclusive property of the Grantee. *ND at Fayetteville #31*
8. If any part of this Agreement shall be void or unlawful for any reason whatsoever such part shall be severable from this Agreement without affecting or derogating from the validity and enforceability of the remainder thereof.
9. The parties hereto shall execute and make such other assurances and instruments as may be necessary to secure to the Grantee the right to use and enjoy as aforesaid, in common with the Grantor(s), the Right-of-Way and all roadways, passageways, entrances and other improvements therein or thereon.

10. The Grantor(s) and Grantee mutually covenant and agree each with the other that:
- (a) This Agreement shall enure to the benefit of and shall be binding upon the parties hereto and their successors and assigns;
 - (b) Whenever the singular or masculine pronouns are used throughout this Agreement, the same shall be construed as meaning the plural, the feminine or the neuter for the context, or as the parties so require;
 - (c) This Agreement and the covenants herein contained are and shall be covenants running with the Lands, and, as such, the Grantee is hereby authorized to register this Agreement against the title to the Grantor's Land.
11. Notices to either the Grantor or the Municipal District of Foothills No. 31 shall be given in writing and will be personally served, delivered or sent by registered mail to the following:
- (a) For the Grantor: At the address indicated on the certificate of title for the Land; and
 - (b) For the Municipal District of Foothills No. 31 currently 309 MacLeod Trail, Box 5605 High River, Alberta, T1V 1M7, Attention: Planning and Development
12. The Municipal District of Foothills No. 31 will be entitled to register this Agreement or a caveat in respect of this Agreement against title to the Lands.

IN WITNESS WHEREOF the Parties have hereunto affixed their corporate seals, as witnessed by the hands of their proper officers duly authorized in that behalf this 17 day of March 2014.5
 416 VSM.


 Witness


 Witness

GRANTOR:

Danielle L. Racine Presidente

Henderson Sedra

 (Seal)

MUNICIPAL DISTRICT OF
 FOOTHILLS NO. 31

Per: _____

Per: _____
 (Seal)

LAND TITLES ACT
(Section 161)

AFFIDAVIT VERIFYING
CORPORATE SIGNING AUTHORITY

I. Danielle Lauriere of the SFCC of Calgary, make oath and say:
Yvette Gaudin

- 1. I am an officer or a director of Societe Franco-Canadienne de Calgary named in the within or annexed instrument (or caveat).
- 2. I am authorized by the corporation to execute the instrument (or caveat) without affixing a corporate seal.

SWORN BEFORE ME AT CALGARY
IN THE PROVINCE OF ALBERTA
THIS 18TH DAY OF MARCH, 2015



[Signature]

A Commissioner for Oaths in and for the
Province of ALBERTA

Print Name SHANE THOMAS MACMURCHY
My commission expires 16 AUG year 2015

SHANE THOMAS MACMURCHY
A Commissioner for Oaths
in and for the Province of Alberta
My Commission expires August 16, 2015
Appointee # 0698825

15
[Signature]



Authorization of Representative

DANIELLE LAUVIERE

living at

[Redacted] in the province of [Redacted]

authorize

Yvette Louise Gourdine

living at

[Redacted] in the province of [Redacted]

as my personal representative to act on my behalf, and to exercise: (select one)

- all my rights under the Freedom of Information and Protection of Privacy Act
my right to access all my records containing personal information in all categories of personal information
my right to access all of the following records containing personal information or all of the following categories of personal information (number and titles of records or categories):

[X] the rights that I have under the Freedom of Information and Protection of Privacy Act regarding the following other matters (e.g. consent to disclose personal information):

I confirm that my representative has the authority to exercise the above right(s) under the Act for me.

This authorization will be in effect until

[Redacted]

Signed

in the presence of

[Redacted]

Signature of witness

(See Affidavit of Witness form to complete)

Affidavit of Witness

CANADA

IN THE PROVINCE OF ALBERTA

1. Yvette Louise Gaudinme
Name of the Witness in Full

Retired

Occupation of Witness

of

[Redacted Address]

in the province of

[Redacted Province]

, make oath and say that:

1. I was personally present and I saw

Danielle Lanniere

Name of Individual

sign the Authorization of Representative form to which this is attached.

2. The Authorization of Representative form was signed by

Danielle Lanniere

Name of Individual

at

[Redacted Address]

, in the province of

Alberta

and that I am the one who witnessed the form.

3. I know

Danielle Lanniere

Name of Individual

and I believe that he/she is

18 years of age or older

[Redacted Signature]

Signature of Witness

Sworn before me at

CALGARY

in the province of

ALBERTA

on

18th MARCH 2015

SHANE THOMAS MACMURCHY
A Commissioner for Oaths
in and for the Province of Alberta
My Commission expires August 16, 2015
Appointee # 0698825

[Signature of Commissioner]

Commissioner for Oaths

SHANE THOMAS MACMURCHY

Print Name

16 AUGUST 2015

Expiry Date of Commission



WATER RESOURCES DIVISION



JOHN J. BOWLEN BUILDING
620 - 7th AVENUE S.W.
CALGARY 2, ALBERTA

FILE:
TELEPHONE: (403) 268-8329

October 14, 1971

Mr. T. Motil
Secretary
Foothills Municipal Planning Commission
High River, Alberta.

Dear Sir;

Re: Proposed Recreational Development
NE. 25-20-4-W5 - S $\frac{1}{2}$ L.S.D. 16
Societe Franco Canadienne

I would refer you to my letter of June 18, 1970, concerning the above. We have recently been contacted by Mr. A. Comeault of the Societe Franco Canadienne. He was inquiring as to what type of recreation development we would be prepared to recommend for the above parcel and under what conditions. We therefore undertook a more detailed flood plain study of the area, the results of which I would like to pass on to you.

Basically our estimation that the parcel was in the flood plain of Threepoint Creek was correct. The bank-full discharge of the main channel is about 2000 c.f.s. which has a return period of once in 2-3 years. Discharge above this will begin filling all the small high water channels running through the flood plain. The channel and flood plain are rather constricted at cross-section (c.s.) D (see attached plan) where the distance between the road and the north valley wall is about 400 ft. This distance increases to 1200 ft at C.S.A. The roadway at C.S.D. will be overtopped at a discharge of 9000 - 1100 c.f.s. which has a return period of about once in 25 years. The entire floodway would be filled with water at this discharge, while downstream, because of the much larger flood plain, water would dissipate itself over a wider area. This factor would not

.. /2

**SIGN
HERE**

October 14, 1971

reduce the flood height at C.S.C. to C.S.A. because water running in the flood plain could be 2-3ft. higher than in the main channel, primarily because water can enter the flood plain at a high level upstream at C.S.D. In addition when water over-tops the roadway at C.S.D. it would run through the flood plain area south of the road and probably re-enter the main floodway at C.S.B.

In view of our study we would recommend that the following restrictions be placed on any development on the parcel:

(1) No residential development should be permitted

(2) Any recreational development, such as a club house, should be restricted to a strip within 100 ft. of the east-west road, and should either have the floor elevation 2 feet above the top of the road elevation or could be built at existing ground level provided the foundation and building are solidly anchored and that during any flood, water is permitted to enter the building to reduce the buoyancy effect.

We have included restriction # 2 because of our concern that, we do not want large objects being torn out or up-lifted during a flood and swept downstream, in the process taking out a bridge or causing other damage.

I trust the above information will be of use to your Municipal Planning Commission when considering future development of this property.

Yours truly,



R.J. Hilton, P. Eng.,
Regional Administrator.

RJH/ld
c.c. Mr. A. Comeault
619 Poplar Road S.W.



THIS AGREEMENT MADE EFFECTIVE this 19th day of April, 2024.

BETWEEN:

LA SOCIETE FRANCO-CANADIENNE DE CALGARY
(hereinafter referred to as the "Owner(s)")

OF THE FIRST PART

-and-

FOOTHILLS COUNTY
(hereafter referred to as the "Municipality")

OF THE SECOND PART

WHEREAS: the Owner(s) is the registered owner of the lands (hereinafter referred to as "the Lands") municipally known as 288002 – 2338 Drive W., being Plan 1306JK, Block A; Ptn. NE 25-20-04 W5M, Foothills County.

AND WHEREAS the Owner(s) has (have) made application for Municipal permits for the following described development to be located on the aforementioned land in accordance with the provisions of the Land Use Bylaw No. 60/2014 as amended:
Development Permit Application 23D 048 to allow for:
Campground, Major; Private Amenity Space; Utility Services, Minor; Special Events

AND WHEREAS the Municipality has approved the said application of the Owner(s) for permits, subject among other conditions to the Owner(s) entering a Flood Release Agreement with the Municipality, the terms and condition of which are hereafter set out.

NOW THEREFORE IN CONSIDERATION OF THE FOREGOING, the Owner(s) and the Municipality covenant and agree as follows:

1. The Owner(s) indemnifies and holds harmless the Municipality against the cost of any claims or actions, or awards for loss or damage to the Owner(s) arising out of flooding or inundation of the lands;
2. The Owner(s) acknowledge(s) that this Agreement is a covenant running with the lands and the Owner(s) undertake(s) to inform all future owners or occupants of the land of said Agreement;
3. The Owner(s) and the Municipality shall not take any action either jointly or individually that would result in the modification of this agreement unless consent of the approving authority has first been obtained;
4. This agreement shall be binding upon and shall endure to the benefit of the Owner(s) and the Municipality and their respective successors and assigns.

IN WITNESS WHEREOF both parties have hereunto set their hand:

FOOTHILLS COUNTY

at The Town of High River, this 22nd day of April, 2024.

Maitha Wrenshaw
DIRECTOR OF PLANNING

OWNER(S)

at The Town of High River, this 19th day of April, 2024.

[Redacted Signature]

LANDOWNER NAME

[Redacted Signature]

LANDOWNER NAME

[Redacted Signature]

WITNESS

AFFIDAVIT OF EXECUTION

CANADA

I, Brenda Bartnik

PROVINCE OF ALBERTA

of Okotoks

TO WIT:

in the Province of Alberta, MAKE OATH AND SAY:

1. That I was personally present and did see Stella Bergeron named in the within (or annexed) 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 High River in the Province of Alberta, and that I am the subscribing witness thereto.
3. That I know the said parties and they are in my belief of the full age of 18 years.

SWORN BEFORE ME at The Town of High River

B. Bartnik
WITNESS

in the Province of Alberta, this

19th day of APRIL, 2024

S. Payne

A Commissioner for Oaths in
and for the Province of Alberta

SAMANTHA LYNN PAYNE

A Commissioner for Oaths
in and for Alberta

My Commission Expires December 11, 2025

FORM 31.1

LAND TITLES ACT
(Section 152.3)

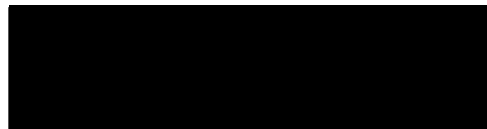
AFFIDAVIT VERIFYING
CORPORATE SIGNING AUTHORITY

I, Stella Bergeron of ALBERTA make oath and say:

1. I am an officer or a director of SOCIÉTÉ FINANCIÈRE named in the within or annexed instrument (or caveat).
CANADIENNE CALGARY
2. I am authorized by the corporation to execute the instrument (or caveat) without affixing a corporate seal.

SWORN before me at THE TOWN OF HIGH RIVER
in the Province
of Alberta this 18TH day of APRIL 2024.

S. Payne



(Signature)

A Commissioner for Oaths in and for
the Province of Alberta

My commission expires

SAMANTHA LYNN PAYNE

A Commissioner for Oaths
in and for Alberta

My Commission Expires December 11, 2025



DEVELOPMENT PERMIT DECISION

DATE OF DECISION: January 3rd, 2024

THIS IS NOT A DEVELOPMENT PERMIT OR BUILDING PERMIT. PLEASE REFER TO THE NOTES SECTION BELOW FOR ADDITIONAL INFORMATION.

APPLICATION FILE NUMBER: 23D 048

LANDOWNER(S)/APPLICANT(S): LA SOCIETE FRANCO-CANADIENNE / TOWNSHIP PLANNING + DESIGN INC.

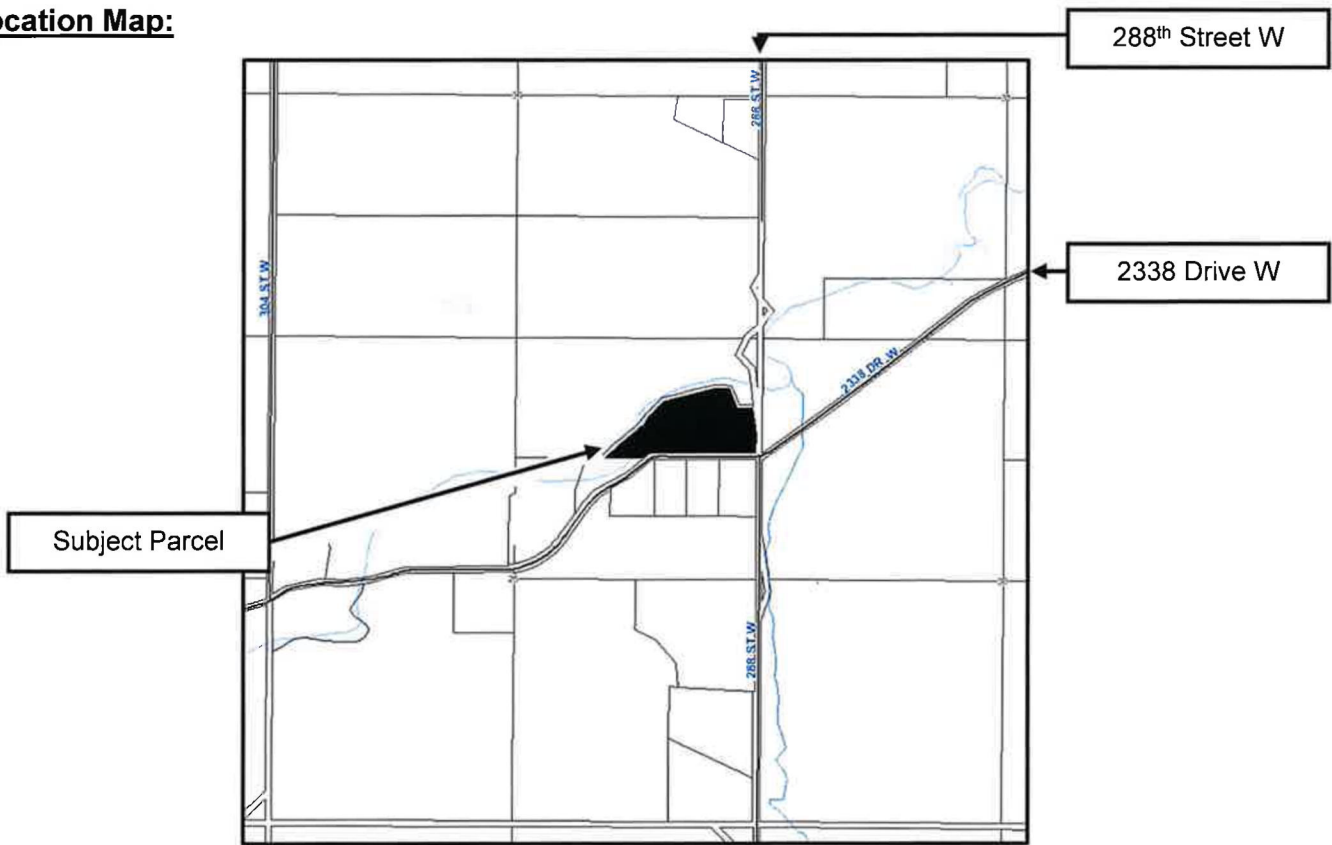
PROPOSAL DESCRIPTION: CAMPGROUND, MAJOR; PRIVATE AMENITY SPACE; UTILITY SERVICES, MINOR; SPECIAL EVENTS

LEGAL DESCRIPTION: PTN. NE 25-20-04 W5M; PLAN 1306JK, BLOCK A

LOCATION AND DESCRIPTION OF SUBJECT PARCEL:

The subject property is an existing 18.66 acre Recreation District parcel located on the northwest corner of the intersection of 2338 Drive and 288th Street west.

Location Map:



INTENT OF THE DEVELOPMENT PERMIT APPLICATION:

At its November 15th, 2023 meeting, Foothills Council gave third and final reading to Bylaw 18/2023, which authorized the redesignation of this property to Recreation District, including a Site Specific Amendment; to bring development on the property into compliance under the County's Land Use Bylaw and allow for the continued operation of Parc Beauchemin: private campsites and a meeting place for the local Francophone community.

In addition to the Uses noted under the Recreation District (sec 16.1 Land Use Bylaw No. 60/2014), the Site Specific Amendment allows for:

1. Relaxations to the Minimum Yard Setback Requirements and Corner Parcel Restrictions under the Recreation District;
2. Country Recreational Center/Lodge as a Discretionary Use, rather than a Permitted Use;
3. Variance to the Criteria Used in Evaluating Campground, Major Development which specifically includes:
 - i. Allowance for year-round storage of Recreation Vehicles and Accessory Buildings;
 - ii. An on-site caretaker is not required;
 - iii. Structural Improvements on the campsites and variance to the allowable number and square footage of Accessory Buildings permitted on a property without requiring a development permit;
 - iv. Camping sites and/or related ancillary structures located as illustrated in the approved site plan, as per the site reviews submitted with this application for development permit, and in accordance with Council direction regarding the removal of sheds and decks as the sites change leaseholders.

This criteria is reflected within the conditions and requirements contained herein.

The application for a Development Permit in accordance with the provisions of Land Use Bylaw 60/2014 and Bylaw 18/2023 of Foothills County in respect of the operation of a Campground, Major; Private Amenity Space; Utility Services, Minor; and Special Events; on the subject parcel being a portion of NE 25-20-04 W5M; Plan 1306JK, Block A; has been considered by the Development Officer and is **APPROVED** subject to the following.

APPROVAL DESCRIPTION:

Upon completion of the below pre-release condition, this approval allows for the development and use of Ptn. NE 25-20-04 W5M; Plan 1306JK, Block A for:

1. Campground, Major, as per the site plan dated May 1, 2023 Project 2021-004, including:
 - a. 50 seasonal campsites for La Société Franco-Canadienne de Calgary members & their invited guests
 - b. 3 weekend-only campsites for use by guests
 - c. Occupancy for not more than 200 consecutive days per year between May 1st to October 31st
2. Private Amenity Space; Utility Services, Minor (Private):
 - a. Pumphouse - 204 sq. ft. & Tool Sheds - 442 sq. ft. in total
 - b. Common washroom(s) – 325 sq. ft.
 - c. Water, wastewater, and electrical servicing
 - d. Hall – 1,200 sq. ft.
 - e. Recreation room(s) – having a cumulative total area of 434 sq. ft.
 - f. Playground
3. The year-round storage of Recreation Vehicles and Accessory Buildings
4. Day use of the on-site Private Amenity Space(s) by local community groups to share the francophone culture – 3 times annually
5. Exceptions to the Minimum Yard Setback Requirements under the Recreation District

PRE-RELEASE CONDITION(S):

*Pre-release condition(s) must be complied with before the Development Permit will be signed and issued. Failure to complete the pre-release condition(s) on or before **June 3rd, 2024** will see this development permit decision deemed null and void, unless a time extension is issued under agreement between the Development Authority and the Applicant(s).*

1. The applicant is required to submit a refundable security deposit in the amount of \$3,000 to ensure compliance with the Building, Safety, and Fire Codes. This deposit will be refunded at such time that required permits and inspections for the existing development have been obtained and the related buildings and facilities have been verified to be suitable for intended use and occupancy;
2. The landowner is to enter into a Flood Hold Harmless agreement with the County.

CONDITIONS OF APPROVAL:

The following requirements must be completed within twenty-four (24) months from the date the Development Permit is signed and issued unless a time extension is approved under agreement between the Development Authority and the Applicant(s). Failure to complete the conditions of approval will see the Development Permit be deemed null and void.

1. The development shall be executed in accordance with all conditions of approval and plans that have been acknowledged by the municipality to be appropriate;
2. All necessary building and safety code permits and inspections for the development are to be obtained from the County. This includes any required approvals for the existing Private Amenity Space(s) and existing Utility Services buildings as well as any certification for existing wood stove installations, to the satisfaction of the County's Safety Codes Officer;
3. The applicant is to illustrate that water and wastewater facilities meet all requirements of the applicable authority(ies) holding jurisdiction;
4. It is the applicant's responsibility to contact the County's Fire Inspector and obtain all necessary approvals and inspections;
5. A secondary (emergency) approach to the property is to be established, to the satisfaction of the County's Public Works department. Please contact Foothills Public Works for requirements, prior to construction;
6. An Emergency Response Plan that provides extra consideration to environmental emergencies (ie: overland flooding and wildfire); and public evacuation is to be submitted for review and acceptance by the County;
7. The applicant shall provide written notification to the Development Authority upon completion of the development, as approved herein;
8. The applicant is responsible for payment of any professional costs including legal fees that may be incurred by the County with respect to the development approved on this permit.

ADVISORY REQUIREMENTS:

The following requirements are provided by Foothills County to inform the applicant(s) and landowner(s) of their necessity. It is the responsibility and liability of the applicant(s) and landowner(s) to ensure adherence with these requirements for the life of the development.

1. This approval wholly replaces any previously issued Development Permit specific to the subject property;
2. The landowner is responsible and accountable for all development on this property. The landowner shall inform all persons occupying the property of their responsibilities with respect to this permit and the requirements for obtaining permits and inspections for structure on the property.
The landowner agrees to indemnify and hold Foothills County harmless from any and all third party claims, demands, or action for which the application is legally responsible, including those arising out of negligence or willful acts by the landowner or the landowner's employees or agents;
3. The development is to be maintained in accordance with all conditions of approval, advisory requirements and plans that have been acknowledged by the municipality to be appropriate and as per this application for development permit and those conditions contained herein. **Any revisions and/or additions to the development and use of this land shall not proceed except under benefit of appropriate approvals and permits;**

4. Excepting campsites 42, 43, 45 (creekside); 20, 21, 22, 23, 44, 52, 53, 54, 55 (south boundary); and 1a, 2a, 3a (guest camping); the following amenities may be located on each campsite.

Requirements to obtain any required building and safety code permits and inspections apply:

- a. one registered/licensed Recreation Vehicle
- b. one enclosed deck, with a hard/rigid roof having a maximum area of up to 592 sq.ft. (including the Recreation Vehicle), and a width of not more than 10 ft.
A minimum of 50% of the outer walls must be open (windows, mosquito net and glass doors are considered part of the open surface).
No more that 3 sides may be closed, and the side that adjoins the Recreation Vehicle must be 75% open, at minimum.
The floor must be No more than 60 cm above ground.
- c. one three-sided firewood shelter having a maximum area of 32 sq. ft. and a maximum height of 6 ft.
- d. two prefabricated sheds having an area of no greater than 100 sq. ft. each
- e. fencing on the property is to comply with the Foothills Land Use Bylaw
- f. wood stove
- g. connection to power service
- h. individual in-ground wastewater tank (pump out)
- i. connection to communal non-potable water service
- j. connection to electric service
- k. additional occasional visitor units (Recreation Vehicle/tent(s))
- l. fire pit

Development recorded as existing at the date of this decision may remain as non-conforming until such time that:

- a. *it is appropriate to deal with them in accordance with Section 642 of the Municipal Government Act and the Land Use Bylaw and/OR*
- b. *the current tenant/leaseholder vacates the campsite;*

Exceptions:

One only stand-alone Recreation Vehicle may be temporarily located on those campsites located creekside, south boundary, and/or on a guest camping site. No other development is permitted to be located on these sites.

Ancillary development located on these sites as of the date of this decision may remain as non-conforming until such time that:

- c. *it is appropriate to deal with them in accordance with Section 642 of the Municipal Government Act and the Land Use Bylaw and/OR*
- d. *the current tenant/leaseholder vacates the campsite;*

5. Minimum Yard Setback Requirements and Environmental Considerations for campsites adjacent to a waterbody. *The County holds no responsibility respecting any impact in the event of future road widening requirements;*

- a. Campsites are permitted to be located:
 - i. 4.7m from the east property line at nearest point;
 - ii. 2.0m from the north property line at nearest point;
- b. Stand-alone Recreation Vehicles may be temporarily located within the prescribed setback distances (LUB 60-2014 – 16.1 and 9.27) on south boundary and creekside campsites. All other development must meet municipal setback requirements.

Exceptions:

Existing development located on creekside and south boundary campsites at the date of this decision may remain as non-conforming until such time that:

- a. *it is appropriate to deal with them in accordance with Section 642 of the Municipal Government Act and the Land Use Bylaw and/OR*
- b. *the current tenant/leaseholder vacates the campsite;*

6. Development shall comply with the requirements of the applicable Building, Safety and Fire Codes at all times;

7. As included within the application for development permit, Special Events included under this approval do not include for profit and/or fundraising events, nor commercial events with the public in attendance that extend beyond La Société Franco-Canadienne de Calgary members & their invited guests. Events proposed to exceed the approval and these parameters shall not proceed prior to obtaining independent approval from the County;

8. Private Amenity and Country Recreational buildings are not to be used as a residence or for the purposes of overnight accommodation at any time;

9. Fire pits shall meet any applicable requirements of the County's Fire Bylaw, and it is recommended that all development observe the FireSmart guidelines and recommendations;

10. Development is to comply with the County's Community Standards Bylaw and Dark Sky Bylaw at all times;

11. The applicant is responsible to maintain an annual business license with Foothills County;

12. The development shall be wholly contained within the boundaries of the legally titled lot. Internal access roads, sufficient parking, and turnaround space shall be provided within the boundaries of the titled parcel. All laneways and loading areas must be kept free of all debris, materials and/or equipment, and it is the landowner's responsibility to ensure that access for fire department apparatus is provided for at all times;
13. There shall be no long-term storage of refuse or recyclable materials on the property, nor burning of waste materials on the property. Containers for garbage and recycling materials that are located outdoors shall be weatherproof and animal-proof and must be visibly screened from adjacent lands. Waste materials shall be disposed of at an approved waste disposal site;
14. Natural drainage of the property must be maintained. Alterations to natural drainage may proceed only under the authorization of an issued Development Permit for Lot Grading;
15. The issuance of a development permit by the County does not relieve the landowners of the responsibility of complying with all other relevant County bylaws and requirements, nor excuse violation of any provincial or federal regulation or act which may affect use of the land.
This includes, but is not limited to:
 - a. compliance with the requirements of Alberta Health Services
 - b. compliance with the requirements of Alberta Environment and Parks respecting any impact of the development on the waterway; and application for the diversion of groundwater, if applicable.



NOTES:

1. **This is not a Building Permit.** Construction practices and standards of construction of any building or any structure authorized by the Development Permit, once signed and issued, must be in accordance with the Building and Safety Codes Permits. An application must be made for all required Building and/or Safety Codes Permits.
2. **This is not a Development Permit.** The Development Permit may be signed and issued upon completion of the 21-day appeal period; should no appeals be received, and completion of all Pre-Release Conditions (if any). Development can not proceed until this permit has been signed and issued.
3. Notification of this Development Permit Decision will be advertised in two issues of the Western Wheel and circulated to area landowners (according to County Records at this time) within the subject quarter-section and for one-half mile surrounding the subject parcel. Development Permit Notices can also be viewed on our website, www.foothillscountyab.ca.
4. This Development Permit Decision is subject to a 21-day appeal period. Pursuant to Section 685(2) of the Municipal Government Act, a person affected by this decision has a right of appeal.
5. The Development Permit, once signed and issued, shall thereafter be null and void if the development or use is abandoned for a period of six months.
6. The conditions of this Development Permit Decision must be met and adhered to at all times. Fines and/or Enforcement action may occur if operating outside of the Development Permit Decision.

Parc Beauchemin

Write a description for your map.

Legend

-  2338 Dr W
-  Parc Beauchemin

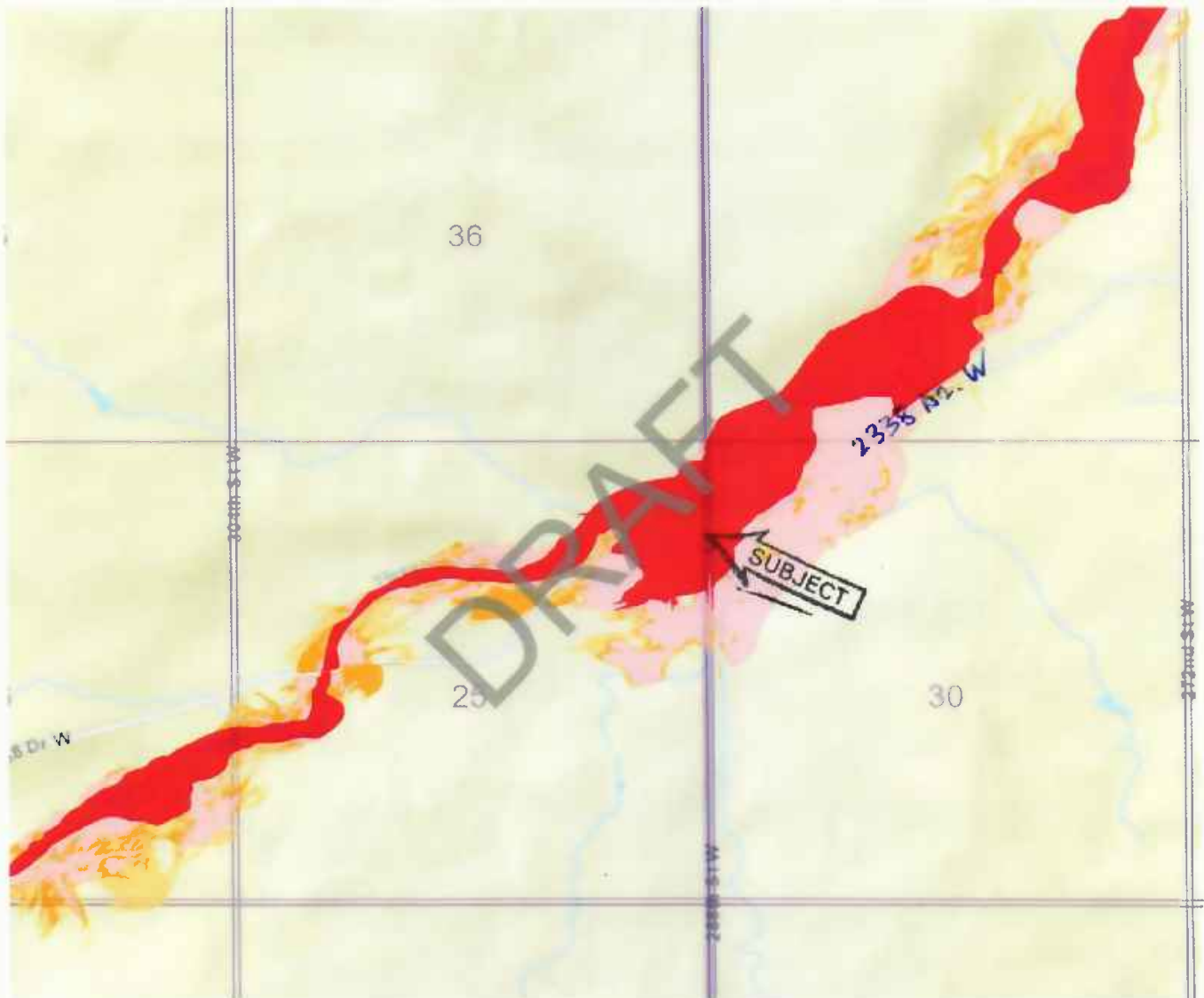


Google Earth

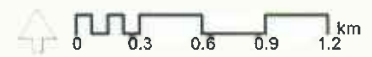
Image © 2024 Maxar Technologies



1000 ft



Design Flood



Design Flood

- Floodway
- Flood Fringe
- High Hazard Flood Fringe
- Protected Flood Fringe
- Overland Flow (Flood Fringe)

Note: Not all flood fringe zones have been defined for all studies

Flood Berm

Larger Floods

- 1:200 Flood
- 1:500 Flood

Note: Larger floods are not part of the 1:100 Design Flood Hazard Area and may not be available for all areas

Map Projection: Mercator Auxiliary Sphere
Map Datum: World Geodetic System 1984
Flood Level Datum: Canadian Geodetic Vertical Datum of 1928

The flood information as depicted is subject to change, therefore the Government of Alberta assumes no responsibility for discrepancies at the time of use.

Flood Hazard Maps

Flood hazard maps define floodway and flood fringe areas for the 1:100 design flood. These maps are typically used for long range planning and to make local land use decisions, and are available to all levels of government and the public to help build resilient communities.

Flood Study Details

Sheep River Hazard Study

This study assesses and identifies river-related hazards along 60 km of the Sheep River upstream of the Highwood River confluence, and 35 km of Threepoint Creek upstream of the Sheep River confluence. The study area includes Diamond Valley, Okotoks, and Foothills County, including Millarville. Open water flooding is the design condition for this study. The design flow for the Sheep River ranges from 787 m³/s at the upstream study extent to 1370 m³/s at the Highwood River confluence. The design flow for Threepoint Creek ranges from 246 m³/s at the upstream study extent to 616 m³/s at the Sheep River confluence.

Study Status: Draft

Report Name: Sheep River Hazard Study - Multiple Reports

Report Author: Hatch Ltd., Calgary, Alberta

Report Date: February 2017 - March 2023

Limitations

The flood extents shown on this map are not expected to match previous floods due to different river flows, variations in local conditions, and assumptions made as part of the flood study. The flood mapping and other information presented were prepared in accordance with generally accepted engineering practices, using the best data available when the flood study was conducted. Information is subject to change, and the Government of Alberta assumes no responsibility for discrepancies at the time of use.

Contact Us

For more information about flood maps and the provincial Flood Hazard Identification Program please visit www.floodhazard.alberta.ca or email us at epa.flood@gov.ab.ca.