



Application for Amendment to Land Use Bylaw

Foothills County

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

www.foothillscountyab.ca

Email: planning@foothillscountyab.ca

Note: An Application Fee of \$ 1100 shall accompany this application.

Date Received: Feb 5 2024 Receipt No. 413301

THIS SECTION TO BE COMPLETED IN FULL BY THE APPLICANT

I, Steven Weir
Name of Registered Owner (please print)

hereby certify that I am the registered owner of the land described above and authorize
Marissa Weir to act as agent in the matter.
Name of Agent (please print)

PLEASE ACCEPT THIS APPLICATION REGARDING LEGAL LAND DESCRIPTION

All/part of the NW 1/4 sec. 01 twp. 19 range 28 west of 4 meridian.

Being all parts of lot 1 block 1 Reg. Plan No. 0813086 C.O.T. No. _____

TO: (Choose One)

Redesignate from County Residential to DCF 26
 Amend the Land use Bylaw by _____

Size of existing parcel(s) 6.89 acres Size of proposed parcel(s) _____

The reasons for the (redesignation) (amendment) are as follows:

Development of commercial kennel

I certify that the information given on this form and attachment hereto are full and complete and is to the best of my knowledge a true statement of the facts concerning this application and I am the registered owner and/or the duly authorized agent.

Date January 10, 2024 Signed _____

Landowner Information Agent Information

Phone No. _____ Phone No. _____

Address: _____ Address: _____

I consent to receive documents by email: Yes No I consent to receive documents by email: Yes No

Email Address: _____ Email Address: _____

Right of Entry

I, being the owner or person in possession of the above described land and any buildings thereon 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.

Date January 10, 2024 Signature of Owner _____

Is there an access or safety concern with respect to a site inspection: Yes No

If yes, please clarify:

****Important Note: Applications must be received with original signed signature. Photocopies, faxes and emails will not be accepted.**

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 Municipal Planner at 403-652-2341.



Dog Kennels & Keeping of Dogs in Foothills County

Land Use Bylaw Regulations & Applications

www.foothillscountyab.ca

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

KENNEL, COMMERCIAL means the keeping on a property, for any purpose, of 4 or more adult dogs not owned by the resident(s) of the principal dwelling located on the same property.

KENNEL, PRIVATE means the keeping on a property, of 4 or more adult dogs that are owned by the resident(s) of the principal dwelling located on the same property.

1. In accordance with Section 4.2 of the Land Use Bylaw, no permit is required for the keeping of up to three (3) adult dogs over 6 months of age at any one time, on a lot containing a dwelling, in all land use districts so long as the dogs are managed in accordance with all other municipal bylaws. (See Section 9.12.1 Keeping of Dogs)
2. In determining the number of dogs, pups less than six months of age shall not be included.
3. The keeping of more than three adult dogs requires a Development Permit for a kennel in accordance with *Section 10.13 Kennel provisions*.
4. The keeping of all dogs in the County shall be done in accordance with "*The Responsible Dog Ownership Bylaw*", as Appendix K of the Bylaw and the "*Community Standards Bylaw*" as Appendix J.
5. All kennels shall meet the following kennel provisions:
 - a. All dogs, including puppies, shall be kept indoors between the hours of 9:00 PM to 7:00 AM daily.
 - b. All dog facilities, including buildings and exterior exercise area, shall be located to the rear of the principal building unless otherwise approved by the Approving Authority.
 - c. All dog facilities shall be visually screened from the existing dwellings on adjoining lots in accordance with the County's Screening Standards.
 - d. The Approving Authority may, when issuing a Development Permit, determine the maximum number of dogs that may be kept at any one time by the operator of a private or commercial kennel.
6. The following provisions apply to private kennels:
 - a. The keeping of 4 or more adult dogs owned by the resident(s) of the dwelling located on the same property shall be considered a Private Kennel.
 - b. A Development Permit is required for a Private Kennel.
 - c. Care should be given to situate buildings or exterior exercise area, used to accommodate dogs as part of a private kennel on the property as to not unduly interfere with the use and enjoyment of adjacent parcels.
7. The following provisions apply to commercial kennels:
 - a. The keeping of 4 or more adult dogs not owned by the resident(s) of the dwelling located on the same property for any purpose shall be considered a Commercial Kennel. Such uses may include but not be limited to the breeding, boarding, caring for, grooming, and/or training of dogs.
 - b. Commercial Kennel is a discretionary use under Direct Control District #26. Redesignation to Direct Control District #26 is required for all commercial kennels in the County. If approved by

Council, a Development Permit approval is also required. More information on the *Keeping of Dogs* can be found in *Section 9.12* of the Land Use Bylaw.

- c. Any building or exterior exercise area(s), to be used to accommodate the dogs as part of a Commercial Kennel shall be located:
 - i. A minimum of 300m to any dwelling located on adjacent parcels; or ii.
As determined by Council.

APPLICATION REQUIREMENTS:

Applications for both Land Use and Development Permit Applications must be accompanied with the following information:

1. A site plan (can be hand drawn) showing:

- a. **the entire parcel;**
- b. **north at the top of the page;**
- c. **all existing structures, proposed buildings and dog runs with measurements from the same, in feet or metres to all parcel lines;**
- d. **location of any temporary garbage/feces storage bins and screening of these facilities;**
- e. **all existing wells, septic tanks, disposal fields, dugouts on the parcel and storage areas;**
- f. **any existing or proposed screening/sound attenuation, such as vegetation, fencing (type), etc.**

2. Description of facilities, activities and the management plan for the kennel, including answers to the following:

- a. **How many dogs in total will there be at any one time?**
16
- b. **Type, size and weight of dogs.**
Between 40 – 70 lbs
- c. **Do you plan to breed your dogs?**
We plan to do 1-2 litters per year maximum
- d. **How will you mitigate barking and noise issues from the parcel?**
We have clients sign a waiver giving us authority to use a bark collar. Our facility will also be built for sound proofing. We also plan to put up barriers such as trees for sound mitigation.
- e. **How will you handle (picking up and storage) dog feces and how often?**
We have tools that assist us with collecting dog feces from the ground. We do this minimum 3 times per week and store this in a garbage bin.
- f. **How will you dispose of the feces and how often?**
We have garbage collection come to our property once per week on Thursdays.
- g. **How much water will be used in relation to this kennel on a daily, weekly or monthly basis, whichever most accurately reflects the facts?**
We have an artisan well. We expect to use approx 10 Gallons per week
- h. **How many business-related visits do you anticipate on a daily basis? And, type of vehicle? Approximately 1-2 clients to come to the property per day, difficult to say the vehicle type a client has. A vehicle that can transport a dog, which would be any normal household vehicle.**
(customers/clients, drop-off/pick-up, employees, deliveries, etc.)
- i. **Do you plan to have employees to this operation? No, not for the first 5 years**
 - i. **number of employees working on site at any time no additional employees**

- ii. **breakdown or number of part-time or full-time employees none**
 - iii. **residents of the property or non-residents no**
 - iv. **other employees attending the property for any other reasons no**
 - j. **Hours and days of operation. 7 days per week, 7 am to 7 pm**
 - k. **What buildings will be used on the parcel for this operation? Including storage areas. The kennel we plan to build, our garage for storage, an additional garden shed, the existing pigeon coop**
 - l. **Are there any new buildings proposed, and if so, what will they be used for. Please also include the building size and why it is necessary.**
See attached kennel building quote. It is necessary to be able to board dogs.
 - m. **Provisions for loading and parking.**
We have a long driveway into the property with a small parking area that may be extended with gravel.
 - n. **Access locations to and from the lot including roads and highways to be used and dust control measures to be implemented.**
Highway 33, turns off onto 160 street. Runs all the way to our driveway. Our neighbor oils 160 street for his business for dust control measures
 - o. **Proposed or existing fencing and dog runs include size, height and type of fencing (i.e. chain link, wood, sheet metal). See kennel quote and drawn description. Outdoor dog runs will be 4' x 8'. Fencing will be placed around property to segregate dogs.**
 - p. **Will dogs be contained on site at all times? Dogs will be contained onsite at all times Please specify indoor or outdoor. They will be contained inside the kennel, will have access to the outdoor dog run through a doggy door (that can be shut at night). From the outdoor run, there will be a gate where there is access to the outdoor exercise area, which will be fenced If outdoors, please provide a detailed description of how they are contained. Fencing.**
3. **Description of landscaping plans for visual buffering. Add trees around the property.**
 4. **Particulars of any proposed use or involvement by persons other than residents of the lot. none**
 5. **If this parcel is not owned by the applicant, then they must receive written consent from the landowner to file an application. We own this land.**

Brittany Smith

From: Steven Weir [REDACTED]
Sent: February 21, 2024 5:57 PM
To: Brittany Smith
Subject: RE: Redesignation CR to DC#26_Commercial Dog Kennel

Follow Up Flag: Follow up
Flag Status: Flagged

You don't often get email from [REDACTED] [Learn why this is important](#)

Hi Brittany,

Please see below answers to your questions.

1. The application needs to be signed by both landowners, I have attached your application here to sign and return to me. **We will get this signed and returned to you.**
2. Has there been any discussion with the neighbours to talk about the application prior to submitting to determine if there are any concerns that you may be able to address? **Yes, we have spoken with Cathy and Wes and they are big supporters of what we would like to do. We have a great relationship with our neighbors.**
3. Are any additional services for dogs going to be offered (ex: grooming, training)? **We will be training our dogs.**
4. Will there be any events on the property (ex: dog shows or competitions)? **No.**
5. Just as information: As per DC#26 guidelines Section 18.26.6.5 of our Land Use Bylaw, the proposed buildings and outdoor exercise areas will need to meet the following requirements:

18.26.6.5 Any building or exterior exercise area(s), to be used to accommodate the dogs as part of a Commercial Kennel shall be located:

- a. A minimum of 300m to any dwelling located on adjacent parcels; or
- b. As determined by Council

It appears that the dwelling on the adjacent parcel is approximately 330m away from your property so this should meet this requirement.

6. Site Plan:
 - a. Please review the measurements and dimensions shown, as the structures appear to be much closer to the north property line than shown on the site plan.
 - b. Where are the exterior exercise areas/dog runs located? Please add these to the site plan **This is TBD but most likely on the North and South side of the proposed building**
 - c. Is the dog kennel shown on the site plan existing or proposed? **Proposed**
 - d. When reviewing the measurements, do all the existing and proposed developments meet required setbacks as outlined below? **Yes, they meet the requirements**

18.26.5.4 Minimum Yard Setback Requirements

- a. Front Yard Setback:
 - i. 15m (49.21 ft.) from the right of way of an Internal Subdivision Road;
 - ii. 48m (157.48ft.) from the centreline of a Municipal Road;
 - iii. 40m (131.23 ft.) from the ultimate right of way or 70 meters from the centreline of a Provincial highway, whichever is greater.

- b. Side Yard Setback:
 - i. 15m (49.21 ft.) from property line.
- c. Rear Yard Setback
 - i. 15m (49.21 ft.) from property line.
- d. If the title to a lot is subject to a caveat in respect of a land dedication or an agreement for the acquisition of land for road widening purposes, the dedicated area or area of future road widening shall be considered the future property boundary for which setback distances set out shall apply.

The following questions coincide with your written submission:

- d. What type of trees are proposed to be used for screening? How big and how many? Is there anything else that is being considered to provide a sound barrier? **We are going to use noise absorption panels inside the kennel, we also use bark collars. We would most likely use a shelter belt or hedges for noise. This is still TBD.**
- e. What type of garbage bin is being used and how will the garbage bin be screened? **We use a sealed garbage bin (similar to what you see in the city) It is small and stored on the side of our house.**
- g. What is the water used for? Please note that you will likely need to reach out to Alberta Environment to determine if a license is required to use the well for commercial purposes. **Drinking water for dogs**
- k. what will the listed buildings be used for to support the kennel operation:
 - * garage: what business material will be stored in it? **Kennel supplies such as leashes, bowls, food.**
 - * garden shed: will this be used to support the kennel – if so how? **No**
 - * chicken coop: will this be used to support the kennel – if so how? **No**
- l. the mentioned kennel building quote has not been provided in the original submission. Do you have any more details on the proposed new kennel building? How big, where it will be located and what the exterior will look like? **Exterior is most likely thin gauge metal cladding. This is still TBD. We want a professional looking building**
- o. kennel quote note provided, what type of fencing (ex: chain link, metal, wood) and how tall? Please review the attached screening standards document for ideas of what may be considered for appropriate screening. **Chain link fencing 8' tall.**
- p. how are the dogs supervised on a regular basis? Be advised that all dogs must be kept indoors between the hours of 9pm and 7am, which means the dog door must be shut at night. **We will be on our property to supervise the dogs. Dogs will only have access to outdoor area when we open their doors.**

Review the attached Screening Standards – Council will likely look for more detail on landscaping and screening as it relates to screening the kennel facilities from neighbouring properties and mitigation of any off site impacts (ex: visual and noise).

Let me know if you have any questions regarding the information requested, otherwise send along at your convenience.

Kind regards,

From: Brittany Smith <Brittany.Smith@FoothillsCountyAB.ca>
Sent: February 21, 2024 1:51 PM
To: Steven Weir [REDACTED]
Subject: RE: Redesignation CR to DC#26_C Commercial Dog Kennel

Good afternoon,

I apologize for any confusion. The request for further information is to ensure that we capture and present all information regarding the operations of the kennel to Council for consideration. We can certainly meet in person or speak over the phone.

Is there a time that would work best for you either today, or tomorrow morning?
I am out of office in the afternoon tomorrow and am off this Friday.
Alternately, we can look at doing a call or setting up a meeting early next week.

Kind regards,

Brittany Smith
Foothills County
Planning & Development Officer

brittany.smith@foothillscountyab.ca

Foothills County, 309 Macleod Trail S. /Box 5605, High River, AB T1V 1M7

P. (403) 603-6257 | F. (403) 652-7880



W. www.foothillscountyab.ca

From: Steven Weir [REDACTED]
Sent: Wednesday, February 21, 2024 1:07 PM
To: Brittany Smith <Brittany.Smith@FoothillsCountyAB.ca>
Subject: RE: Redesignation CR to DC#26_Commercial Dog Kennel

You don't often get email from [REDACTED] [Learn why this is important](#)

Hi Brittany!

There seems to be a lot of back and forth and repeated questions via email. I am wondering if it makes sense for us to see you in person for an appointment so we can answer all of the questions you have? Or would a telephone interview work better for you?

Let me know if this is an option.

Marissa

From: Brittany Smith <Brittany.Smith@FoothillsCountyAB.ca>
Sent: February 21, 2024 11:31 AM
To: Steven Weir [REDACTED]
Subject: Redesignation CR to DC#26_Commercial Dog Kennel

Good morning Steven & Marissa,

I have been assigned as file manager for your Land Use Amendment/Redesignation application.
I have a few things I require a bit more information on as follows:

1. The application needs to be signed by both landowners, I have attached your application here to sign and return to me.

2. Has there been any discussion with the neighbours to talk about the application prior to submitting to determine if there are any concerns that you may be able to address?
3. Are any additional services for dogs going to be offered (ex: grooming, training)?
4. Will there be any events on the property (ex: dog shows or competitions)?
5. Just as information: As per DC#26 guidelines Section 18.26.6.5 of our Land Use Bylaw, the proposed buildings and outdoor exercise areas will need to meet the following requirements:

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- a. A minimum of 300m to any dwelling located on adjacent parcels; or
- b. As determined by Council

It appears that the dwelling on the adjacent parcel is approximately 330m away from your property so this should meet this requirement.

6. Site Plan:

- a. Please review the measurements and dimensions shown, as the structures appear to be much closer to the north property line than shown on the site plan.
- b. Where are the exterior exercise areas/dog runs located? Please add these to the site plan
- c. Is the dog kennel shown on the site plan existing or proposed?
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 - iii. 40m (131.23 ft.) from the ultimate right of way or 70 meters from the centreline of a Provincial highway, whichever is greater.
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 - i. 15m (49.21 ft.) from property line.
- c. Rear Yard Setback
 - i. 15m (49.21 ft.) from property line.
- d. If the title to a lot is subject to a caveat in respect of a land dedication or an agreement for the acquisition of land for road widening purposes, the dedicated area or area of future road widening shall be considered the future property boundary for which setback distances set out shall apply.

The following questions coincide with your written submission:

- d. What type of trees are proposed to be used for screening? How big and how many? Is there anything else that is being considered to provide a sound barrier?
- e. What type of garbage bin is being used and how will the garbage bin be screened?
- g. What is the water used for? Please note that you will likely need to reach out to Alberta Environment to determine if a license is required to use the well for commercial purposes.
- k. what will the listed buildings be used for to support the kennel operation:
 - * garage: what business material will be stored in it?
 - * garden shed: will this be used to support the kennel – if so how?
 - * chicken coop: will this be used to support the kennel – if so how?
- l. the mentioned kennel building quote has not been provided in the original submission. Do you have any more details on the proposed new kennel building? How big, where it will be located and what the exterior will look like?

- o. kennel quote note provided, what type of fencing (ex: chain link, metal, wood) and how tall? Please review the attached screening standards document for ideas of what may be considered for appropriate screening.
- p. how are the dogs supervised on a regular basis? Be advised that all dogs must be kept indoors between the hours of 9pm and 7am, which means the dog door must be shut at night.

Review the attached Screening Standards – Council will likely look for more detail on landscaping and screening as it relates to screening the kennel facilities from neighbouring properties and mitigation of any off site impacts (ex: visual and noise).

Let me know if you have any questions regarding the information requested, otherwise send along at your convenience.

Kind regards,

Brittany Smith
Foothills County
Planning & Development Officer

brittany.smith@foothillscountyab.ca

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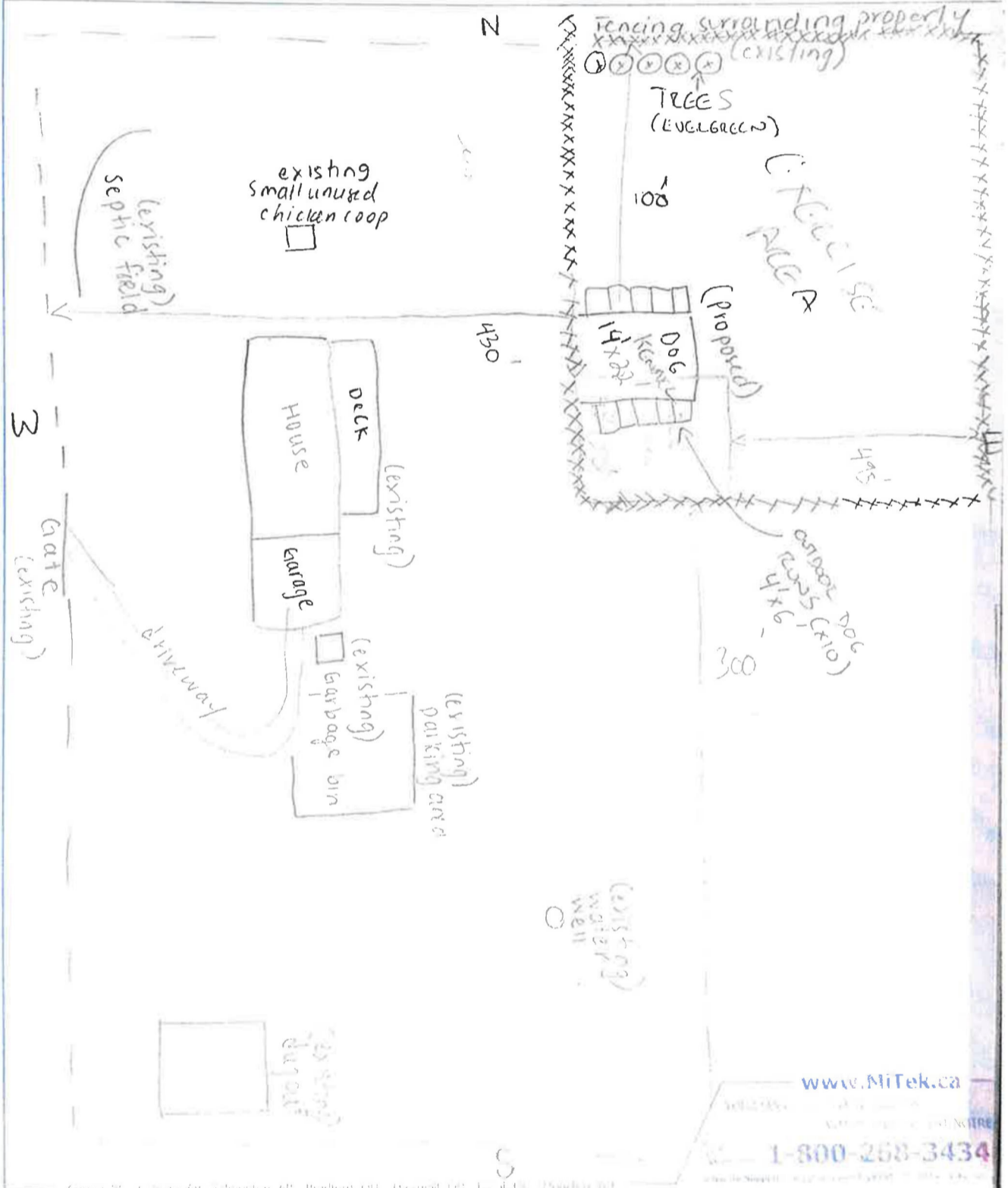
A BERKSHIRE HATHAWAY COMPANY

Concrete - Girders - Engineering Services - Insulation - Machinery - Erection - Submittals

Date:
Date:
Time:
Name:
Address:
Address:

Job #:
Ho. Proj. #:
Cont. #:
Pre. possible:
Telephone:
Telephone:

- Roof Truss / Ferme de toit
- Wood Web Floor Truss / Poutrelle diag. bois
- Post-Strud / Poste-Strud
- Beam/Column / Poutre/Colonne
- Prefab Wall / Mur prefab
- Hanger / Étrier
- Hardy Frame / Hardy Frame
- 75 Dead end / Arrêt 75

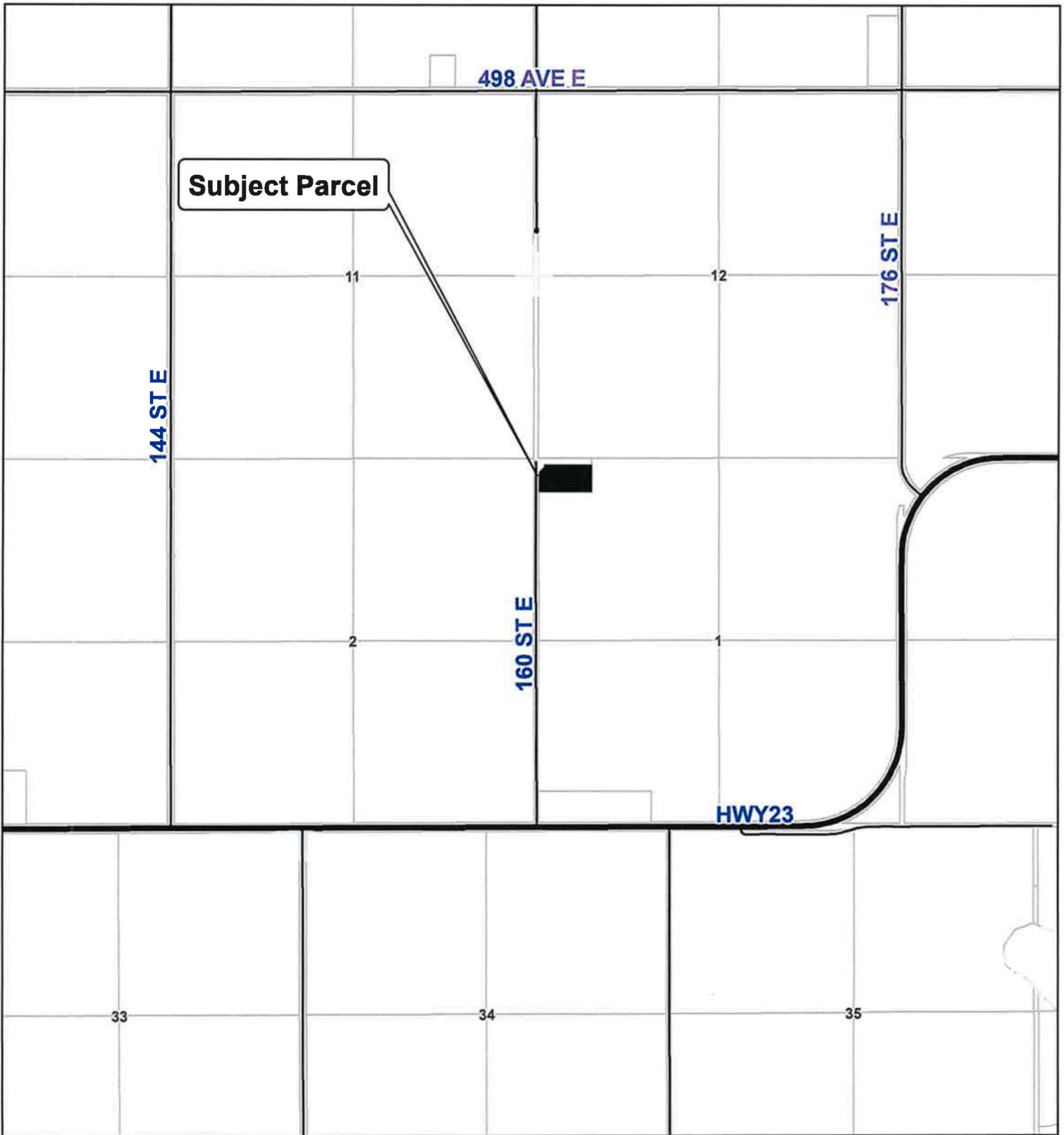


www.MiTek.ca

1-800-258-3434

Location Map

NW 01-19-28 W4M; Plan 0813086, Block 1, Lot 1



Subject Parcel

Legend

- Roads
- ▭ Parcels
- Highway
- Subject Parcel

Date: 2024-03-21



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Data Sources Include Municipal Records and Alta.LIS.
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LAND TITLE CERTIFICATE

S
LINC SHORT LEGAL TITLE NUMBER
0033 343 138 0813086;1;1 211 077 579

LEGAL DESCRIPTION
PLAN 0813086
BLOCK 1
LOT 1
EXCEPTING THEREOUT ALL MINES AND MINERALS
AREA: 2.79 HECTARES (6.89 ACRES) MORE OR LESS

ESTATE: FEE SIMPLE
ATS REFERENCE: 4;28;19;1;NW

MUNICIPALITY: FOOTHILLS COUNTY

REFERENCE NUMBER: 101 265 154

REGISTERED OWNER(S)				
REGISTRATION	DATE (DMY)	DOCUMENT TYPE	VALUE	CONSIDERATION
211 077 579	17/04/2021	TRANSFER OF LAND	\$720,000	CAS H & MORTGAGE

OWNERS
STEVEN WEIR

AND
MARISSA PITZOFF
BOTH OF:



AS JOINT TENANTS
(DATA UPDATED BY: CHANGE OF ADDRESS 211154766)

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
901 097 125	20/04/1990	UTILITY RIGHT OF WAY GRANTEE - THE MUNICIPAL DISTRICT OF FOOTHILLS NO. 31.

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 2
211 077 579

REGISTRATION
NUMBER DATE (D/M/Y) PARTICULARS

TAKES PRIORITY OF CAVEAT 891074170
REGISTERED 28/4/89

091 303 507 08/10/2009 UTILITY RIGHT OF WAY
GRANTEE - SUNSHINE GAS CO-OP LTD.

211 077 580 17/04/2021 MORTGAGE
MORTGAGEE - ROYAL BANK OF CANADA.
02763 SENIOR
10 YORK MILLS RD, 3RD FLR
TORONTO
ONTARIO M2P0A2
ORIGINAL PRINCIPAL AMOUNT: \$668,088

TOTAL INSTRUMENTS: 003

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN
ACCURATE REPRODUCTION OF THE CERTIFICATE OF
TITLE REPRESENTED HEREIN THIS 21 DAY OF MARCH,
2024 AT 03:07 P.M.

ORDER NUMBER: 50045149

CUSTOMER FILE NUMBER:



END OF CERTIFICATE

THIS ELECTRONICALLY TRANSMITTED LAND TITLES PRODUCT IS INTENDED
FOR THE SOLE USE OF THE ORIGINAL PURCHASER, AND NONE OTHER,
SUBJECT TO WHAT IS SET OUT IN THE PARAGRAPH BELOW.

THE ABOVE PROVISIONS DO NOT PROHIBIT THE ORIGINAL PURCHASER FROM
INCLUDING THIS UNMODIFIED PRODUCT IN ANY REPORT, OPINION,
APPRAISAL OR OTHER ADVICE PREPARED BY THE ORIGINAL PURCHASER AS
PART OF THE ORIGINAL PURCHASER APPLYING PROFESSIONAL, CONSULTING
OR TECHNICAL EXPERTISE FOR THE BENEFIT OF CLIENT(S).

**ALBERTA GOVERNMENT SERVICES
LAND TITLES OFFICE**

IMAGE OF DOCUMENT REGISTERED AS:

901097125

ORDER NUMBER: 50046051

ADVISORY

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Please contact the Land Titles Office at (780) 422-7874 if the image of the document is not legible.

901097125 REGISTERED 1990 04 20
UTRW - UTILITY RIGHT OF WAY
DOC 5 OF 9 DRR#: 16205A4 ADR/DLOHR
LTINC/S: 0013424080 0013424098
0013424106

I certify that the within instrument
is duly entered and Registered in the Land
Titles Office for the South Alberta Land
Registration District at Calgary.

 Registrar
SALRD

5-9

ALBERTA RIGHT-OF-WAY AGREEMENT

CAPL F&O UNIFORM
1979

I/WE, GERALD RANDLE

of the City/Town of HIGH RIVER in the Province of ALBERTA (hereinafter called "the Grantor") being the registered owner or entitled to become the registered owner of an estate in fee simple, subject however, to such encumbrances, liens, and interests as may be notified on existing Certificate of Title and situate in the Province of Alberta, namely:

THE NORTH HALF AND THE SOUTH EAST QUARTER OF SECTION ONE (1) IN TOWNSHIP NINETEEN (19) RANGE TWENTY EIGHT (28) WEST OF THE FOURTH MERIDIAN AS SHOWN ON TOWNSHIP PLAN APPROVED AT OTTAWA 19, OCTOBER 1895

CONTAINING:	NE 1/4	158.29 acres (net)
	NW 1/4	160 acres (net)
	SE 1/4	153.23 acres (net)

EXCEPTING THEREOUT ALL MINES AND MINERALS

excepting thereout all MINES and MINERALS in all of that certain tract of land (hereinafter called "the said land"). In consideration of the sum of FIFTY DOLLARS (\$ 50⁰⁰) Dollars (receipt of which is hereby acknowledged) paid to the Grantor by M.D. FOOTHILLUS No 31 (hereinafter called "the Grantee")

and in consideration of the covenants hereinafter contained I DO HEREBY GRANT, CONVEY, TRANSFER AND SET OVER, to and unto the Grantee, its successors and assigns a right of way across, over, under, on or through the said land to construct, operate and maintain a pipeline including accessories and appurtenances and for any other purpose preparatory or incidental thereto.

The Grantor and the Grantee hereby covenant and agree to the following terms and conditions:

1. RIGHT OF WAY

The grant of right of way shall be 12 meters in width for the pipeline easement and 12 meters in width for the working space.

1.1 FILING PLAN OF SURVEY

The Grantee agrees that on or before one year after the date of this agreement it will file at the appropriate Land Titles Office a Plan of Survey of the right of way of approximately twelve (12) meters in width across the said land in the approximate location as shown on a sketch plan initialed by the parties and delivered to the Grantor upon his signing of this agreement. If the Grantee has not either filed a Plan of Survey within the one year period, or should the Grantee not forward to the Grantor a Plan of Survey showing the location of the right way to be substantially in the location shown on the sketch plan, on or before one year from the date hereof, this agreement will be null and void and the Grantee shall thereupon execute and register such documents as may be necessary to remove the registration of this agreement from the title to the land.

2. PARTIAL WITHDRAWAL AND DISCHARGE OF RIGHT OF WAY

Upon filing the Plan of Survey at the appropriate Land Titles Office, the Grantee shall cause to be registered such documents as shall restrict this agreement and the rights herein granted to the right of way shown upon the Plan of Survey.

3. ADDITIONAL PAYMENT

Upon the filing of the Plan of Survey at the Land Titles Office or prior to commencing any construction on the land, whichever occurs first, the Grantee shall pay an additional consideration to the Grantor calculated at the rate of two thousand dollars (\$ 2000) Dollars per acre of right of way shown on the Plan of Survey which has been or will be filed. If the additional consideration is not paid to the Grantor within one year after the date of this agreement, the agreement will be null and void and the Grantee shall thereupon execute and register such documents as may be necessary to remove the registration of this agreement from the title of the land. For land described as working space, the sum of one thousand dollars (\$ 1000⁰⁰) Dollars per acre for the 4.923 acres as shown on the attached sketch shall also be paid. Upon registration of the survey, any additional acreage required for the easement shall be paid for at the rate of \$3,000 per acre.

4. PROTECTION OF RIGHT OF WAY

The Grantor shall have the right to use and enjoy the right of way for any purpose except that which might interfere with the rights granted herein to the Grantee. The Grantor, his successors or assigns, shall not without the prior written consent of the Grantee (which consent shall not be reasonably withheld) enter on, over, under or through the right of way for any purpose which may incur a liability to the Grantee for damages resulting from that entry.

Blair Act WRW Sec 147

The Grantee shall be responsible for and compensate the Grantor for reasonable additional costs incurred by the Grantor which may be caused by the existence of the said pipeline and right of way in connection with the excavation, drilling, installation, erection, repair, or construction for any permitted operation for agricultural or related purposes across, over or under, on or through the said right of way.

5. REMOVAL OF PROPERTY

Notwithstanding any rule of law or equity, the pipeline shall at all times remain the property of the Grantee, notwithstanding that the same may be annexed or affixed to the said land and shall at any time and from time to time be removable in whole or in part by the Grantee.

6. DAMAGES

The consideration of \$3,000 per acre shall be deemed to include damages for crop losses. The Grantor shall also assume the responsibility to reseed the land covered by the easement and working space. The Grantee shall pay compensation for any and all damages, other than noted above, where such damage occurs as a result of the operations of the Grantee; its servants, agents, or contractors.

7. LIABILITY

The Grantee covenants and agrees to indemnify and save harmless the Grantor from any and all liabilities, damages, costs, claims, suits or actions caused by or resulting from the construction, operation, maintenance and/or repairs of the said pipeline and/or any related fixtures and appurtenances affixed to the right of way other than through willful damage or gross negligence by the Grantor.

8. TOPSOIL

The Grantee shall, upon request by the Grantor, insofar as it may be practicable to do so, strip the topsoil from the ditch line prior to construction and replace it as near as possible to its original condition following construction.

9. TAXES

The Grantee shall pay all rates and taxes that may be assessed and levied from time to time against its interest in the said land and installation, or in connection with its operations thereon.

10. ABOVE GROUND INSTALLATION

The Grantee shall, so far as may be practicable, locate any above ground installation in such a fashion as to provide a minimum of inconvenience to the Grantor. The Grantee agrees to compensate the Grantor for such above ground installation by separate agreement and failing such agreement within sixty (60) days from the date of such installation, the matter of compensation shall be submitted to arbitration as hereinafter provided.

11. DISCONTINUANCE AND ABANDONMENT

Upon the discontinuance of the use of the said right of way and the exercise of the right hereby granted, the Grantee shall restore the said land to the said condition, so far as may be practicable to do so, as the land was prior to the entry thereon and the use thereof by the Grantee.

PROVIDED HOWEVER, that the Grantee may, at its option, leave and abandon the said pipeline in place. The Grantee agrees to withdraw and discharge any encumbrance registered in the Land Titles Office pertaining to this agreement upon abandonment of the said right of way.

12. DISCHARGE OF ENCUMBRANCES

The Grantee shall have the right at its option, to pay or discharge any balance owing under any agreement of sale or mortgage or any tax charge, lien or encumbrances of any kind or nature whatsoever, which may exist prior to the registration of this agreement, upon or against or in any way affecting the said land, in which event the Grantee shall be subrogated to the rights of the holder thereof and may, in addition to exercising and enforcing such rights, at its option, apply and credit the amount so paid by it, to the consideration as set forth above in this agreement.

13. ARBITRATION

If the amount for compensation for damages and/or above ground structures payable cannot be agreed upon by the Grantor and the Grantee, the matter at issue shall be determined by three disinterested arbitrators, and the decision of any two of such three arbitrators shall be final and conclusive; PROVIDED THAT in all other respects the provision of the arbitration legislation then in force in the Province of Alberta shall apply to each submission. In any event, the responsibility for the arbitration costs shall be determined by the appointed arbitrators.

14. FORCE MAJEURE

Neither party shall be considered in default in performance of its obligations under this agreement, to the extent that the performance of such obligations or any of them, is delayed by circumstances, existing or future, which are beyond the control of the Grantor or the Grantee; PROVIDED, however, the Grantee shall not be in default in the performance of any of its covenants or obligations under this agreement until the Grantor has notified the Grantee of such default and the Grantee has failed to commence timely action to remedy the same upon receipt of such notice.

15. ADDITIONAL TERMS

Any additional terms, expressed or implied, shall be of no force or effect unless made in writing and agreed to by the Grantor and the Grantee.

16. ASSIGNMENT

All the covenants and conditions herein contained, shall extend to, be binding upon, and enure to the benefit of, the executors, administrators, successors, and assigns of the Grantor and the Grantee respectively.

17. QUIET ENJOYMENT

The Grantee performing and observing the covenants and conditions on its part to be performed and observed shall and may peaceably hold and enjoy the rights, liberties and easements hereby granted without hindrance, molestation or interruption on the part of the Grantor or any person claiming, by, through, under or in trust for the Grantor for so long thereafter as the Grantee, his successors and assigns continues to use the right of way for the purposes herein set forth.

18. NOTICES

All notices to be given hereunder may be given by registered letter addressed to the Grantee at _____
HIGH RIVER, ALTA. and to the
Grantor at HIGH RIVER - ALTA.
or such other addresses as the Grantor and the Grantee may respectively from time to time designate in writing, and any such notice shall be deemed to have been given to and received by the addressee fourteen (14) days after the mailing thereof, postage prepaid and registered.

IN WITNESS WHEREOF the Grantor and the Grantee have hereunto set their hand and seal this 11th
day of MARCH, A.D. 1989.

SIGNED, SEALED and DELIVERED)
In the presence of)

_____) _____ Grantor
_____) _____ Grantor

_____) _____ Grantor
_____) _____ Grantor

MUNICIPAL DISTRICT OF BOWHILLS NO. 31

Deputy Reeve

Municipal Manager



CONSENT OF SPOUSE

I, LOUISE RANDLE being married to the above named GERALD RANDLE (the Grantor) do hereby give my consent to the disposition of our homestead, made in this instrument, and I have executed this document for the purpose of giving up my life estate and other dower rights in the said property given to me by the Dower Act, to the extent necessary to give effect to the said disposition.

[Redacted]
Spouse of Grantor

CERTIFICATE OF ACKNOWLEDGEMENT BY SPOUSE

1. This document was acknowledged before me by LOUISE RANDLE apart from her husband (his wife).
2. LOUISE RANDLE acknowledged to me that she (he),
 - (a) is aware of the nature of this disposition;
 - (b) is aware that the Dower Act gives her (him) a life estate in the homestead and the right to prevent disposition of the homestead by withholding consent;
 - (c) consents to the disposition for the purposes of giving up the life estate and other dower rights in the homestead given to her (him) by the Dower Act, to the extent necessary to give effect to the said disposition; and
 - (d) is executing the document freely and voluntarily without any compulsion on the part of her husband (his wife).

DATED at High River in the Province of Alberta, this 11th day of March, A.D. 1989.

[Signature]
A Commissioner for Oaths in and for the Province of Alberta
ROBERT A. [Signature], MY COMMISSION EXPIRES
APRIL 27, 1991.

AFFIDAVIT

I, _____ of _____ in the Province of Alberta _____ (occupation), make oath and say,

1. That I am the Grantor named in the within instrument,
 2. That I am not married.
- OR
3. That neither myself nor my spouse have resided on the within mentioned land at any time since our marriage.

SWORN before me at _____)
in the Province of Alberta)
this _____ day of _____, A.D. 19____) _____ Grantor

A Commissioner for Oaths in and For the Province of Alberta

AFFIDAVIT OF EXECUTION

CANADA I, DARWIN RANDLE of the Town
PROVINCE OF ALBERTA of HIGH RIVER in the Province of Alberta
TO WIT: FARMER (occupation), make oath and say:

1. That I was personally present and did see GERALD RANDLE 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 HIGH RIVER in the Province of Alberta, and that I am the subscribing witness thereto.
3. That I know the said GERALD RANDLE and he is in my belief of the full age of eighteen years.

SWORN before me at HIGH RIVER
in the Province of Alberta
this 23 day of MARCH, A.D. 1929



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

RANDY
N. GORRIAN My Commission expires April 23, 1931

AFFIDAVIT OF EXECUTION

CANADA I, _____ of the _____
PROVINCE OF ALBERTA of _____ in the Province of Alberta
TO WIT: _____ (occupation), make oath and say:

1. That I was personally present and did see _____ 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 _____ in the Province of Alberta, and that I am the subscribing witness thereto.
3. That I know the said _____ and he is in my belief of the full age of eighteen years.

SWORN before me at _____
in the Province of Alberta
this _____ day of _____, A.D. 19 _____

A Commissioner for Oaths in and for the Province of Alberta