



MPC MEETING

WEDNESDAY DECEMBER 19, 2018

12:30 P.M.

TOWN HALL MEETING ROOM



TOWN OF REDCLIFF
MUNICIPAL PLANNING COMMISSION
WEDNESDAY DECEMBER 19, 2018 – 12:30 PM

AGENDA

Pg.	Agenda Item
	1. <u>CALL TO ORDER</u>
	2. <u>ADOPTION OF AGENDA</u>
	3. <u>PREVIOUS MINUTES</u>
4	A) Minutes of November 21, 2018 meeting
	4. <u>REPORTS TO MPC</u>
8	A) Dates Development Permits advertised in Commentator a. November 27, 2018 (Ad is attached)
	B) Development Permit Applications Approved/Denied by Development Officer since the last MPC meeting: a. Development Permit Application 18-DP-066 Todd Herter Lots 23-24, Block 19, Plan 1117V (406 5 Street SE) Approved: Permit to Stay b. Development Permit Application 18-DP-067 Randy Giesbrecht Lot 8, Block A, Plan 0412564 (223 Jesmond Bay) Approved: Home Occupation – Consulting job with Prairie Rose School Division
	C) Appeals of Development Decisions received since the last MPC meeting a. No Appeals of Development decisions have been received.
	D) SDAB Decisions rendered since the last MPC meeting a. No SDAB Decisions rendered since the last MPC Meeting.



TOWN OF REDCLIFF
MUNICIPAL PLANNING COMMISSION
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	<p>E) Council Decisions and Direction related to the Land Use Bylaw since the last MPC meeting</p> <p>a. No Decisions or Directions related to the Land Use Bylaw have been received.</p> <p>F) Items Received for Information</p> <p>a. No items received for information have been received.</p>
	<p>5. <u>DEVELOPMENT APPLICATIONS FOR MPC APPROVAL</u></p>
9	<p>A) Development Permit Application 18-DP-070 Green Peace Hempire Lot 28, Block 80, Plan 0613199 (#3, 631 South Railway Drive NE) Cannabis Retail Store</p> <p>a. Application</p> <p>b. Background report</p> <p>c. Procedure</p> <p>i. Presentation of Development Officer</p> <p>ii. Presentation of Applicant</p> <p>iii. Presentation of Interested Parties</p> <p>iv. MPC Discussion (Note, MPC may go in camera for discussion)</p> <p>v. Decision of MPC</p>
	<p>6. <u>CONDOMINIUM APPLICATION FOR MPC CONSIDERATION</u></p>
37	<p>A) 2018 CONDO 01 – Bare Land Condominium Re-division Brian Munro, Global Raymac Surveys Inc. (AGENT) Zion Commercial (Medicine Hat) Ltd. (OWNER) Unit 4, Bare Land Condominium Plan 161 0119 (___ Dirkson Drive NE) Bare Land Condominium Re-division Application to create nine units with separate certificates of title</p> <p>a. Application</p> <p>b. Background report</p> <p>c. Procedure</p>



TOWN OF REDCLIFF
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WEDNESDAY DECEMBER 19, 2018 – 12:30 PM

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Pg.	Agenda Item
	<ul style="list-style-type: none">i. Presentation of Development Officerii. Presentation of Applicantiii. Presentation of Interested Partiesiv. MPC Discussion (Note, MPC may go in camera for discussion)v. Decision of MPC
7.	<u>ADJOURNMENT</u>

**MINUTES OF THE MUNICIPAL PLANNING COMMISSION
WEDNESDAY NOVEMBER 21, 2018 – 12:30 PM
TOWN OF REDCLIFF**

PRESENT:	Members:	B. Duncan, L. Leipert, S. Gale, J. Steinke, B. Vine, J. Beach
	Development Officer	B. Stehr
	Director of Planning & Engineering	J. Johansen
	Planning Specialist	J. Zukowski
	Technical Assistant/Recording Secretary	R. Arabsky
	Manager of Legislative & Land Services	S. Simon

ABSENT: Members: N. Stebanuk

1. CALL TO ORDER

B. Duncan called the meeting to order at 12:31 p.m.

2. ADOPTION OF AGENDA

B. Vine moved that the agenda be adopted as presented. – Carried.

3. PREVIOUS MINUTES

S. Gale moved the minutes of the MPC meeting October 17, 2018 be adopted as presented.
– Carried.

4. REPORTS TO MPC

L. Leipert moved to receive for information the following Reports to MPC for the MPC Meeting of November 21, 2018:

A) Dates Development Permits advertised in Commentator

a. November 6, 2018

B) Development Permit Applications approved/denied by Development Officer.

a) Development Permit Application 18-DP-059
Carolyn Whitfield
Lot 27, Block 5, Plan 0012006 (938 Kipling Cr. SE)
Approved: Home Occupation -

- b) Development Permit Application 18-DP-060
Dan Dueck
Lot 10, Block 6, Plan 9711977 (#1 – 1500 South Highway Dr. SE)
Approved: Retail Store – Computer Repair
- c) Development Permit Application 18-DP-061
MacLean Weidemann LLP
Lot 10 - 13, Block 3, Plan 5094AV (37 Dutton Street SE)
Approved: Permit to Stay
- d) Development Permit Application 18-DP-062
Bill Crozier
Lot 18 - 20, Block 24, Plan 1117V (301 5 Street SE)
Approved: Hot Tub
- e) Development Permit Application 18-DP-063
Terry Goldade
Lot 113, Block 1, Plan 0213235 (47 Riverview Drive SE)
Approved: Accessory Building – Garden Shed
- f) Development Permit Application 18-DP-064
White Dragon Karate
Lot 17-18, Block 73, Plan 775AD (#4 – 116 Broadway Avenue E)
Approved: Change of Use – Fitness Center

C) Appeals of Development Decisions received since the last MPC Meeting.

- a. No Appeals of Development decisions have been received.

D) SDAB Decisions rendered since the last MPC Meeting.

- g) Development Permit Application 18-DP-047
Rick Wagenaar
Lot 7-9, Block 92, Plan 1117V (20 5 Street NW)
Approved with Conditions: Accessory Building - Pole Barn
- h) Development Permit Application 18-DP-049
West Built Homes Ltd.
Lot 11, Block 22, Plan 3042AV (801 7 Street SE)
Denied: Semi-Detached Dwelling

E) Council Decisions and Direction related to the Land Use Bylaw since the last MPC.

- a. No Decisions or Directions related to the Land Use Bylaw have been received

F) Items Received for Information

- a. No items received for information have been received.

- Carried.

5. SUBDIVISION APPLICATION(S) FOR MPC CONSIDERATION**A) 2018 SUB 03 – Subdivision Application**

Ken Appleton & Paul Vince

Lots 1 & 2, Block 17, Plan 1117V (437 & 439 2 Street SE)

Subdivision Application to create two separate certificates of title

L. Leipert moved that MPC acting as the Subdivision Approving Authority regarding Subdivision Application 2018 SUB 03 [Lots 1 & 2, Block 17, Plan 1117V (437 & 439 2 Street SE)] to create two separate certificates of title, be approved with the following conditions to be met before endorsement of the plan of subdivision:

1. Provision of plans acceptable to the Directors of Public Services and Planning and Engineering with respect to the servicing of each unit independently with sanitary sewage and potable water. All costs to be borne by the Applicant.
2. Installing the sanitary sewage and potable water servicing in a manner acceptable to the Directors of Public Services and Planning and Engineering. All costs to be borne by the Applicant.
3. Installation of a sidewalk with a minimum flag width of 1.2 metres on 5th Avenue SE adjacent to the property.
4. Resolving the Gas servicing to the satisfaction of the City of Medicine Hat Gas Distribution Department. All costs to be borne by the Applicant.
5. Resolving the Electrical servicing to the satisfaction of the City of Medicine Hat Electrical Distribution Department. All costs to be borne by the Applicant.
6. Registration of any required utility rights of way on titles. All costs to be borne by the Applicant.
7. All taxes are paid.

- Defeated.

The Subdivision Approving Authority indicated their reasons for defeating the motion are as follows:

1. Subdividing the parcel as proposed would create servicing issues as the current water and sewer servicing would create liability issues for the Town and current servicing of gas or electric would not meet the requirements of the servicing providers. The cost to resolve the servicing issues are of such a magnitude that in the opinion of the Town the applicant would decide not to proceed.
2. The created parcels would not meet the minimum requirements of the Land Use Bylaw.

6. ITEMS FOR MPC COMMENT**A) Development Permit Application 18-DP-065**

New Leaf Cannabis

Lot 16, Block 75, Plan 775AD (318 Broadway Avenue E)

Cannabis Retail Store

L. Leipert stated he had a pecuniary interest and recused himself from discussion and voting. Mr. Leipert left the room at 12:40 p.m.

Development Officer distributed a current real property report (RPR) to the members present at the MPC meeting.

Angus Taylor, Founder of New Leaf Cannabis introduced himself at the MPC meeting.

S. Gale moved that Development Permit Application 18-DP-065 for a Retail Cannabis Store [Lot 16, Block 75, Plan 775AD (318 Broadway Avenue E)] be Approved with the following conditions:

1. All signage to the exterior shall require a separate Development Permit;
2. A Site Plan which indicates the Shipping & Receiving areas;
3. Any exterior lighting above what is currently in place shall comply with Section 65 Lighting of the Town's Land Use Bylaw;
4. The Applicant shall apply and receive a Building Permit from the Town for all interior renovations;
5. Development Officer to receive a copy of the retail license issued by the Alberta Gaming, Liquor, and Cannabis Commission;
6. The Development Permit is valid for five (5) years;
7. The Town will issue a permit in year four (4) if in the opinion of the Development Authority that the Retail Cannabis Store is not causing undesirable impacts on the Town;
8. Where the Town finds that the conditions of the Development Permit have not been met or that the use is causing undesirable impacts to the Town, the Town will issue a notice to the Applicant six (6) months in advance of the expiring permit, that the Town will not be automatically renewing the use and Development Permit. The notice to the applicant must include:
 - i. The reasons the permit is not being renewed,
 - ii. The date of the permit expiring, and
 - iii. That if the Applicant wishes to continue the use the Applicant must make a new Development Permit application.
9. If the Town fails to issue a Development Permit or if the Town fails to issue a Notice, the Town will automatically issue a new Development Permit for five (5) years from when the Development Permit should have been issued.
10. Development Permits, including use, will be cancelled if and when the retail license is no longer valid with the Alberta Gaming, Liquor, and Cannabis Commission.

- Carried.


L. Leipert rejoined the meeting at 12:53 p.m.

7. ADJOURNMENT

J. Steinke moved adjournment of the meeting at 12:53 p.m. – Carried.

Chairman

Recording Secretary



TOWN OF REDCLIFF DEVELOPMENT PERMITS

NOTICE OF DECISION OF THE MUNICIPAL PLANNING COMMISSION

Discretionary Uses:

Development
Permit Application # Details

18-DP-065	Lot, 16, Block 75, Plan 755AD (318 Broadway Ave. E)
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APPROVED: Cannabis Retail Store – with conditions

NOTICE OF DECISION OF THE DEVELOPMENT OFFICER


Discretionary Uses:

Development
Permit Application # Details

18-DP-067	Lot 8 Block 6, Plan 0412564 (223 Jesmond Bay SW)
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APPROVED: Home Occupation – Office Use only

Persons claiming to be affected by a Development Permit for a Discretionary Use may appeal to the Subdivision and Development Appeal Board by submitting a \$150.00 fee, and written notice stating reasons for the Appeal to the Town Manager within twenty one (21) days after this notice is published.


Development Officer



DEVELOPMENT PERMIT APPLICATION

Application #: 18-DP-070

APPLICANT INFORMATION					
Applicant <u>Ray King / Melissa Pierce</u>			Property Owner (if different) <u>KRC Investments</u>		
Phone <u>403-528-0303/403-528-0259</u>			Phone <u>403-866-0232</u>		
Email <u>greenpeacehempire@hotmail.com</u>			Email <u>carriepalmer@outlook.com</u>		
Mailing Address <u>Box 892, Redcliff, AB</u>			Mailing Address <u>15 Mitchell Street NE</u>		
City <u>Redcliff</u>	Province <u>AB</u>	Postal Code <u>T0J2P0</u>	City <u>Redcliff</u>	Province <u>AB</u>	Postal Code <u>T0J2P0</u>

LOCATION OF DEVELOPMENT			
Civic Address	<u>Bay 3, 631 South Railway Dr NE</u>		
Legal Address	Lot <u>28</u>	Block <u>80</u>	Plan <u>0613199</u>

DESCRIPTION OF DEVELOPMENT	
Proposed Development: <u>Cannabis Retail Store</u>	
<div> <div> Proposed Application: <ul style="list-style-type: none"> <input type="checkbox"/> New Residential <input checked="" type="checkbox"/> Commercial/Industrial <input type="checkbox"/> Home Occupation <input type="checkbox"/> Permit to Stay <input type="checkbox"/> Addition <input type="checkbox"/> Change of Use <input type="checkbox"/> Sign <input type="checkbox"/> Accessory Building <input type="checkbox"/> Deck <input type="checkbox"/> Demolition <input type="checkbox"/> Other (please specify) _____ </div> <div> Proposed Setbacks: <p>Front: <u>2</u></p> <p>Left: <u>Existing</u></p> <p>Back: <u>3</u></p> <p>Right: <u>3</u></p> </div> </div>	
Land Use District <u>C-3 General Commercial District</u>	
Value of Development <u>\$30,000.00</u>	
Estimated Completion Date <u>August 2019</u>	



DEVELOPMENT PERMIT APPLICATION

1. Failure to fully complete this form and/or supply the required information may result in a delay of the application process.
2. Development Permit fees must accompany this application prior to its review.
3. A Development Permit does not become effective until the appeal period has expired or until any made appeal has been heard and a decision rendered.
4. If a decision has not been issued within 40 days of the date the application is deemed refused. An appeal of the refusal may be made to the Subdivision and Development Appeal Board within 14 days.
5. A Development Permit shall be void after 12 months of no progress.
6. A Development Permit is NOT a Building Permit or Business License. Any approvals granted regarding this application does not excuse the applicant from complying with Federal, Provincial, or other Municipal requirements.
7. The Development Permit does not override conditions of any easement, restrictive covenant, architectural controls, or agreement affecting the building and/or lands. The Applicant is still responsible to comply with any and all of these conditions.
8. An authorized person designated by the municipality is allowed to enter subject land and buildings for the purpose of an inspection with respect to this application only. The time and date of inspection to be mutually agreed upon by both parties.

I have read, understood, and agree to the above information. The information I have provided is true, and to the best of my knowledge and abilities, is accurate and complete.

NAME (please print): Raymond King Melissa Pierce
SIGNATURE: [Signature] [Signature]
DATE: Dec 7, 2018

FOR OFFICE USE ONLY	
Received by: <u>Brian Steh</u>	Date: <u>Dec 10/18</u>
<input type="checkbox"/> Permitted Use <input type="checkbox"/> Discretionary Use – Development Officer <input type="checkbox"/> Discretionary Use - MPC	Designated Use:
Receipt #	Fee:
Date Issued:	
<input type="checkbox"/> Current Certificate of Title <u>Roll #0249900</u>	
Notes:	

Personal information collected on this form is collected in accordance with Sections 683, 685, and 686 of the Alberta Municipal Government Act and Section 33(c) of the Freedom of Information and Protection of Privacy Act. Please note that such information may be made public. If you have any questions about the collection of information, please contact the Town of Redcliff's FOIP Coordinator at 403.548.3618.



TOWN OF REDCLIFF

P.O. Box 40 - 1 - 3rd Street NE
Redcliff, Alberta T0J 2P0
Phone 403-548-3618
Fax 403-548-6623
Email redcliff@redcliff.ca
www.redcliff.ca

Land Owner Consent

- ☐ Development Permit
- ☐ Building Permit

As the owner of the property described below, I consent to GREEN PEACE HEMPIRE to apply for a Development/ Building Permit for this property, and acknowledge that he/she has a legitimate interest in the property for the purposes of this application.

Civic Address:	<u>#3 - 631 SOUTH RAILWAY DR. REDCLIFF</u>		
Legal Description:	Lot <u>28</u>	Block <u>80</u>	Plan <u>0613199</u>

I acknowledge that I am the owner of the above described property(s).

Property Owner:

Name (please print): CARRIE PALMER (KRC INVESTMENTS INC.)

Signature: Carrie Palmer Date: Nov. 28/18



Classifieds

What are you looking



Announcements

CANNABIS RETAIL STORE OPEN HOUSE REDCLIFF



We would like to invite the citizens of Redcliff to our Cannabis Retail Store Open House. Come share your opinion, your concerns and your comments with us! December 4th from 7-9pm at the Redcliff Legion. We'd love to hear from you!

Phone

(403) 528-0303

2 views 0 comments 0 posts November 21, 2018

Open House Survey Results

Our Open House was hosted on December 4th from 7-9 pm at the Redcliff Legion. We only had 4 people attend. Of those 4 people, 2 were positive and 2 were negative. The 2 that were negative have been living beside neighbours who have been abusing cannabis and other drugs on a constant basis, and they have had many negative and abusive interactions with these neighbours because of it. So they have had a lot of negative exposure to the use of cannabis that had made up their minds on this issue long before it became legal. They came to the Open House hoping to find out if the Town has implemented any by-laws relating to being able to smoke cannabis outside within a certain distance from your neighbours. We suggested that they contact the Town with their concerns and find out how they can move forward with trying to implement these bylaws.

The 2 that were positive had absolutely no issues with the legalization of Cannabis and were excited to see new business coming to Redcliff.

As only 4 people attended our Open House, it is evident to us that any concerns the citizens may have had have been satisfied at previous Open Houses hosted by the Town of Redcliff and other potential Cannabis Retailers.

Green Peace Hempire

We are eager to hear the opinions of our fellow citizens and answer any questions or concerns as thoroughly as possible. It is our desire to try to keep the lines of communication open. We are committed to opening a reputable and respectful establishment.

Do you agree with the legalization of cannabis?

☒ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5
Absolutely Not at All

How likely are you to purchase cannabis from a retail store?

☒ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5
Definitely Never

Which relates to you?

I live in Redcliff ☒ Yes | ☐ No
I work/own a business in Redcliff ☒ Yes | ☐ No
I do not live in Redcliff ☐ Yes | ☐ No

How satisfied are you with the regulations set out by the Town of Redcliff and Government of Canada?

☒ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5
Completely Satisfied Not Satisfied at All

Are you happy with the limitations set on the operating hours of 10am to 2am?

☒ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5
Completely Satisfied Not Satisfied at All

Should the rules regarding consumption of cannabis in public places be the same as smoking bylaws?

☒ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5
Less Restrictive More Restrictive

What is your age?

☐ Under 18 ☐ 18-30 ☐ 30-45 ☐ 46-60 ☒ 60+

How often do you think you would purchase cannabis or cannabis related products?

☒ More than once a week ☐ More than once a month
☐ Occasionally ☐ Never

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**LIST OF PROPERTIES ADJACENT TO
631 SOUTH RAILWAY DRIVE NE**

LOT	BLOCK	PLAN	CIVIC ADDRESS	MAILING ADDRESS	CITY	PROVINC E	POSTAL CODE
11	80	9310188	511 South Railway Drive NE	101, 266 4 Street SW	Medicine Hat	AB	T1A 4E5
1	1	7510870	602 South Railway Drive NE	15 Mitchell Street NE	Redcliff	AB	T0J 2P0
U2	1	7510870		Box 40	Redcliff	AB	T0J 2P0
6	3	1310370	809 Broadway Avenue E.	809 Broadway Avenue E	Redcliff	AB	T0J 2P0
30	80	1312206	15 Mitchell Street NE	#1, 15 Mitchell Street NE	Redcliff	AB	T0J 2P0
20	80	9310188	30 6 Street NE	Box 1042	Redcliff	AB	T0J 2P0
19	80	9310188	34 6 Street NE	Box 848	Redcliff	AB	T0J 2P0
18	80	9310188	30 6 Street NE	Box 693	Redcliff	AB	T0J 2P0
17	80	9310188	46 6 Street NE	Box 23021	Medicine Hat	AB	T1B 1C7

List of adjacent property
owners (letter attached) who
have been notified.

Notification to Adjacent Property Owners

Applicants: Raymond King and Melissa Pierce

Type of Business: Cannabis Retail

Business Address: Unit #3, 631 South Railway Drive

To Whom It May Concern,

We would like to inform you that we are applying for a development permit to operate a cannabis retail store in the above location.

We would like to assure everyone that this business will be operating with the utmost respect for our neighbors. One of the reasons we chose this location is because it is away from the core of the town. We plan for this store to be a classy, high-end establishment.

Legislated approved operating hours are 10am – 2am. We propose to initially open the same operating hours as the adjacent liquor store, 10am – 10pm. If the demand is there and we are assured that there will be no disturbance to our neighbors, we may extend to midnight.

We would like to welcome any questions, comments or concerns you may have. You can contact us any time by email, or by phone after 4:30pm weekdays and any time on the weekends.

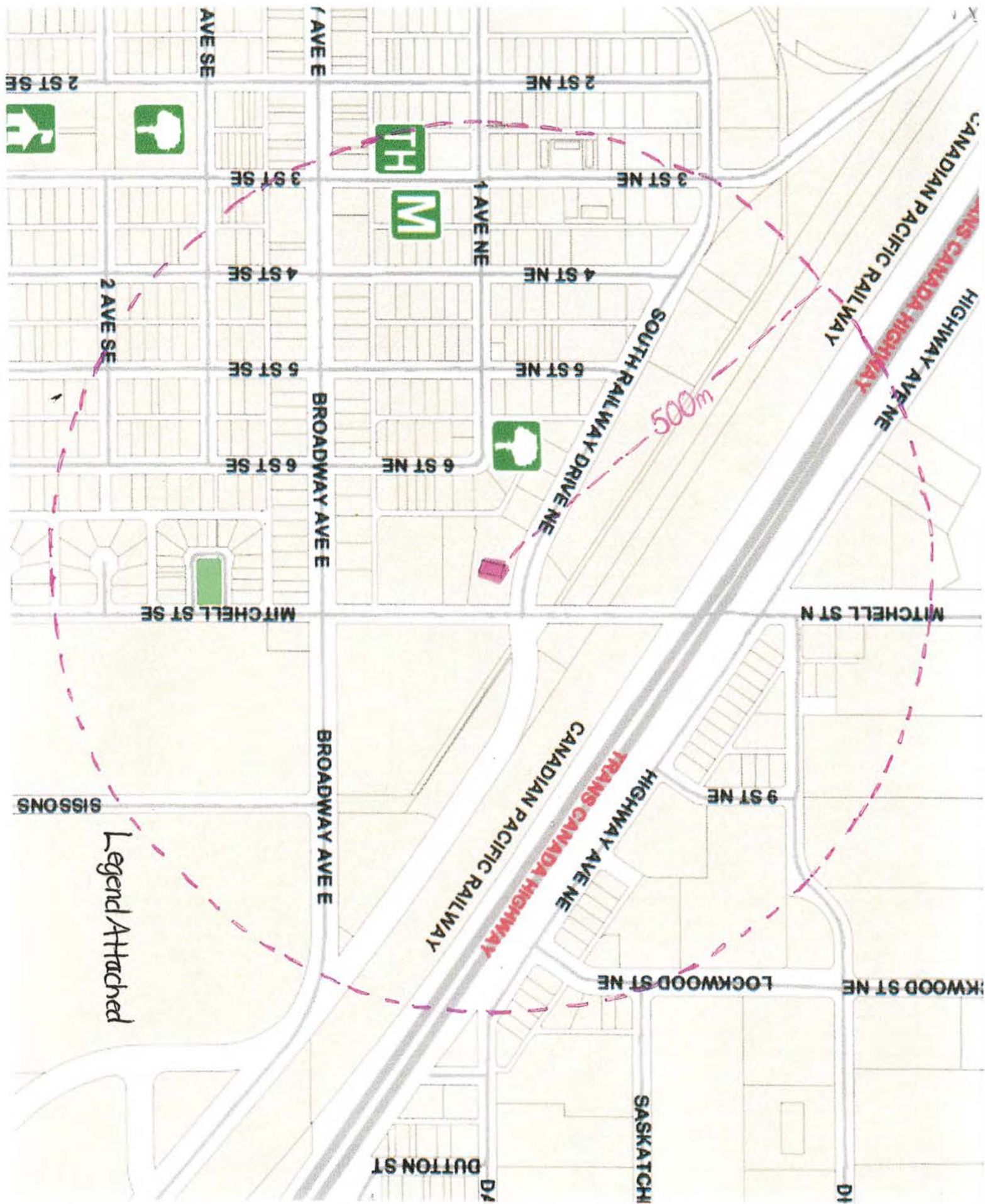
Thank you.

Respectfully yours,


























Ray King: 403-528-0303

Melissa Pierce: 403-528-0259


Email: greenpeacehempire@hotmail.com



LEGEND

 ARENA	 SENIORS CENTRE
 BALL DIAMOND	 SOCCER FIELD
 BMX TRACK	 SWIMMING POOL
 CAMPING AREA	 TENNIS COURT
 CHURCH	 TOWN HALL
 CURLING RINK	 WATER PARK
 FIRE DEPARTMENT	 YOUTH CENTRE
 GOLF COURSE	 OFF LEASH AREA
 PUBLIC LIBRARY	 SHALE TRAIL
 MUSEUM	 ASPHALT TRAIL
 PARK AREA	
 PUBLIC SERVICES	
 RCMP	
 SCHOOL	
 SCOUT HALL	

N.T.S.
August 2012

 Proposed Bay

* The only thing within 500m is one park

CRIME PREVENTION THROUGH ENVIRONMENTAL DESIGN

The measures we plan to take for CPTED are as follows:

- One designated customer entrance that will have an exterior security camera to clearly view potential customers.
- Interior security cameras that cover every part of the store.
- Retail checkout counter is centrally located and store layout is open concept, which allows every part of the store and all customers to be clearly visible at all times.
- Accessory shelving and displays will be placed against the wall so customers are clearly visible.
- Sufficient lighting so all customers are clearly visible.
- Locked secure door into the rear employee-only area where cannabis storage is located.
- Designated seating areas to discourage loitering and at the same time encourage customers requiring extra time to be able to relax and read literature about cannabis so they are comfortable that they are making an informed purchase.
- Store is located in a highly visible, high traffic retail area, discouraging potential criminal acts by the increased possibility of being seen.
- Keep a well-maintained store and exterior area so potential criminals are deterred from engaging in criminal acts.
- There will be no outside spaces to encourage loitering.
- Sufficient lighting in parking lot.

- c. customer entrance constructed of commercial grade material sufficient to secure against unauthorized access.
- d. overhead receiving door constructed of commercial grade material and locking device sufficient to secure against unauthorized access.
- e. perimeter locking devices not on a master key system.

3.3.5 All cannabis or cannabis accessories displayed in a customer area must be within a secure showcase that is locked at all times and accessible only by authorized staff.

3.3.6 All cannabis displayed within the locked showcase must be in its original sealed package or an approved container.

3.3.7 All cannabis accessories not displayed in a customer area must be stored in a locked storage room accessible only by authorized staff.

3.3.8 All cannabis not displayed in a customer area, and after operating hours all displayed cannabis, must be stored in a locked secure cannabis storage room accessible only by authorized staff.

Construction Specs for Security

3.3.9 The **secure cannabis storage room** must meet the following:

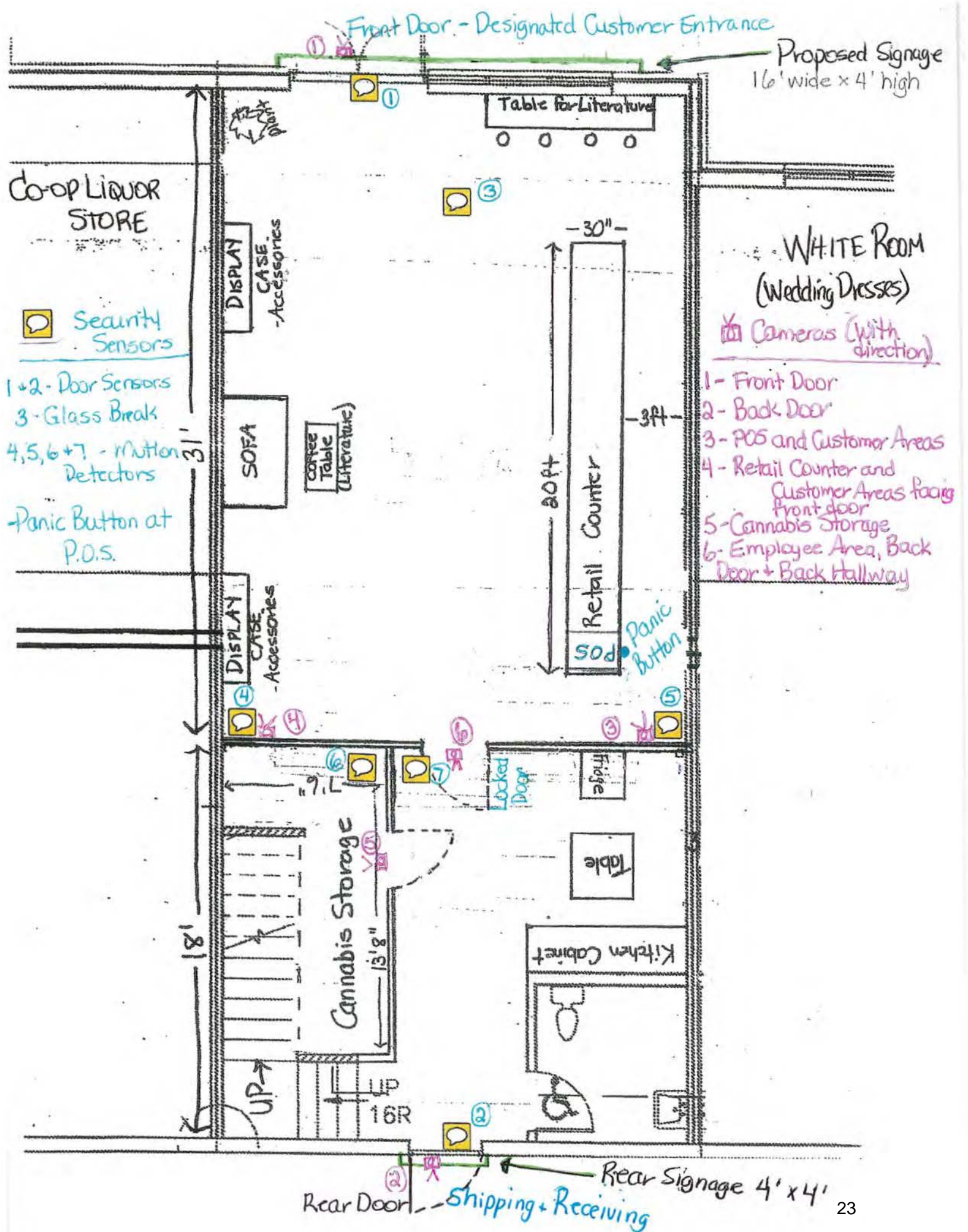
- a. constructed of Flattened Metal Mesh, EMMA 557-99 style ¾-9F, nominal strand thickness of 0.120" (0.108" to 0.132") diamond opening of 0.563" x 1.688" or Sheet steel 16ga, A1008/A1008M (cold rolled) or A1011/A1011M (hot rolled) or equivalent.
- b. mount steel or steel mesh on the outside (attack side) of the room in the following manner:
 - i. support all edges by anti-spread bracing, studs or corners;
 - ii. align sheet edges at every vertical and horizontal seam on centre-line of steel stud or anti-spread bracing; and
 - iii. secure all sheets with screws, welds or rivets.
- c. 16 gauge (1.6mm) steel sheet, HR Commercial quality, ASTM A366, matte finish, shall extend 1200mm around door frame on inside of room and attached to the door frame with screws, welds or rivets.
- d. minimum 1.5mm (16 gauge) hollow metal door not exceeding 36 inches width with 1.9mm (14 gauge) metal frame.

- e. commercial grade door lock with locking device that penetrates door frame at least 1.25cm and tamper proof hinges.
- f. 16mm gypsum wall boards on both sides of the wall (interior optional) attached with drywall screws.

3.3.10 The secure cannabis storage room cannot be used for any other purpose than the storage of cannabis, no other items or equipment may be present in the room.

3.3.11 A plan for the secure cannabis storage room must be submitted to AGLC for approval along with any changes to the approved plan.

Back to Retail Cannabis Store Handbook



RE: Cannabis Store Retail systemsAndy Rzadzinski <andyr@timebusiness.com>

Tue 2018-12-04, 1:21 PM

To: Melissa Pierce <mel66@live.ca> 1 attachments (524 KB)

CannabisStoreLayout with security.pdf;

Hi Melissa,

Please see attached your store layout with security sensors marked on the drawing.

The system has:

- 4 motion sensors,
- 2 Door sensors,
- 1 Glass sensor,
- 1 Panic Button not marked but must be next to POS system .

The security cameras will be placed as required by AGLC

- 1 Storage room.
- 1 behind POS System,
- 1 Back Door Hallway.
- 1 Main retail space (back wall facing front door)
- 2 Outdoor cameras ,One for entrance and one for back door

I will work on pricing for above and the Logivision POS package for Green Peace Hempire Inc.

If you have any questions plea call me any time or email.

Thank you

From: Melissa Pierce <mel66@live.ca>**Sent:** Monday, December 3, 2018 1:47 PM**To:** Andy Rzadzinski <andyr@timebusiness.com>**Subject:** Re: Cannabis Store Retail systems

Any chance of getting this today? Or tomorrow? I need to submit my application to the Town in the next couple of days.

From: Andy Rzadzinski <andyr@timebusiness.com>**Sent:** November 29, 2018 2:24 PM**To:** Melissa Pierce**Subject:** RE: Cannabis Store Retail systems

Please resend the attachment.

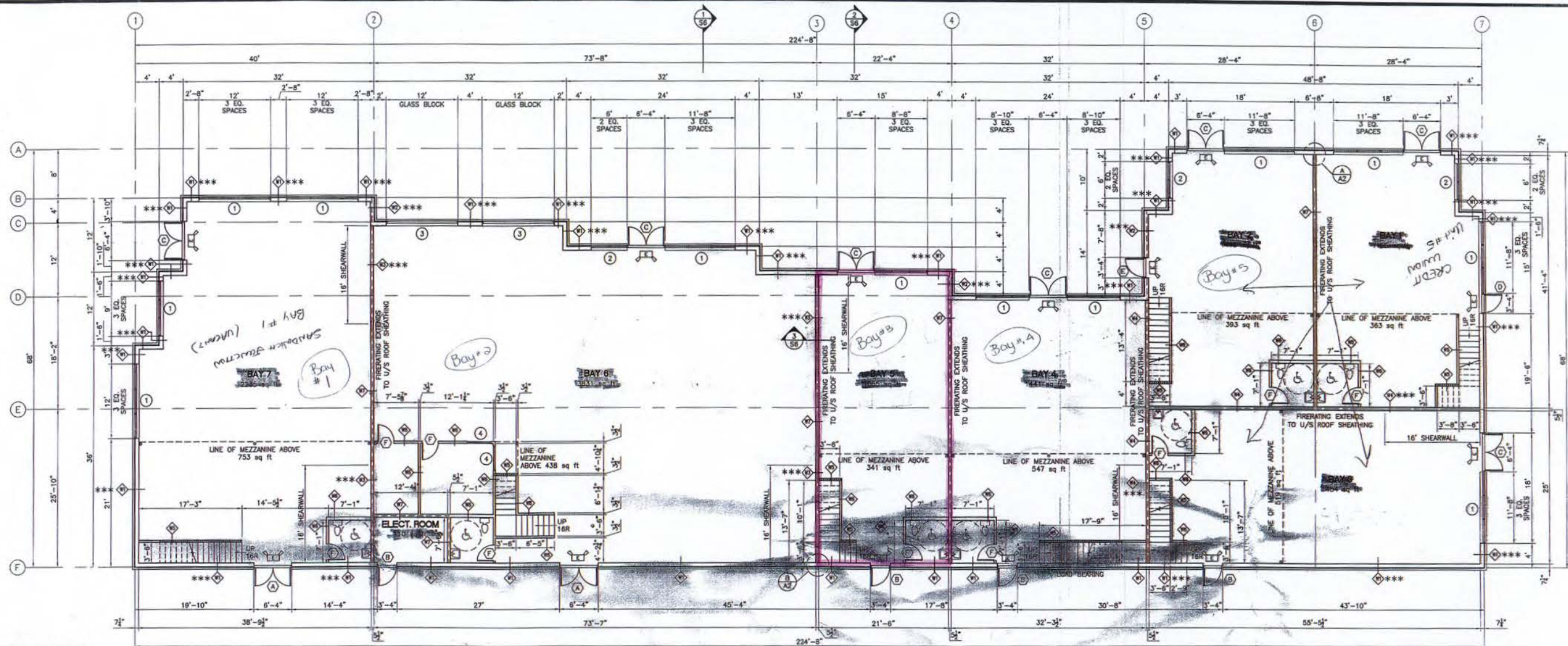
Thanks

Andy

Waste Management/Disposal Plan

Solid waste needing to be disposed of must be made unusable and unrecognizable. The cannabis will be ground and mixed with equal parts of non-cannabis material prior to disposal. Non-cannabis materials include cat litter, plastic waste, sand or saw dust. It will then be transported to a Class 2 Landfill, which included either Redliff or Medicine Hat Landfills.

Liquid cannabis waste must first be determined as hazardous or non-hazardous. Non-hazardous waste will be taken to the City of Medicine Hat Wastewater Treatment Plant for processing. Hazardous waste will be sent to a hazardous waste treatment facility for disposal.



MAIN FLOOR PLAN
1/8"=1'

WALL SCHEDULE

EXTERIOR WALL - STUCCO - BUILDING WRAP - 3/8" OSB SHEATHING - 2x6 SPF STUDS @ 16" o.c. ** - R28 BATT INSULATION - VAPOR BARRIER (6 MIL) - 1/2" DRYWALL	INTERIOR LOAD BEARING WALL - 1/2" DRYWALL - 2x4 SPF STUDS @ 16" o.c. * - 1/2" DRYWALL
EXTERIOR WALL 1 HR F/R - STUCCO - BUILDING WRAP - 5/8" TYPE X DRYWALL - 3/8" OSB SHEATHING - 2x6 SPF STUDS @ 16" o.c. ** - R28 BATT INSULATION - VAPOR BARRIER (6 MIL) - 5/8" TYPE X DRYWALL	INTERIOR PARTITION WALL - 1/2" DRYWALL - 2x4 SPF STUDS @ 24" o.c. - 1/2" DRYWALL NOTE: 2x6 STUDS AT PLUMBING WALLS AS REQ'D
INTERIOR DEMISING WALL 1 HR F/R - 5/8" TYPE X DRYWALL - 3/8" OSB SHEATHING - 2x6 SPF STUDS @ 24" o.c. ** - SOUND INSULATION - 5/8" TYPE X DRYWALL	INTERIOR DEMISING WALL 1 HR F/R - 5/8" DRYWALL - 2x6 SPF STUDS @ 24" o.c. ** - R20 BATT INSULATION - 5/8" DRYWALL
INTERIOR DEMISING WALL LOAD BEARING 1 HR F/R - 5/8" TYPE X DRYWALL - 3/8" OSB SHEATHING - 2x6 SPF STUDS @ 12" o.c. ** - SOUND INSULATION - 5/8" TYPE X DRYWALL	42" HIGH WALL SEE DETAIL C * PROVIDE BLOCKING @ MID SPAN ** PROVIDE BLOCKING @ 48" o.c. *** PROVIDE SHEAR WALL NAILING PATTERN 3' o.c. EDGES 12" o.c. FIELD --- LOCATION OF FIRE RATINGS

CODE REVIEW

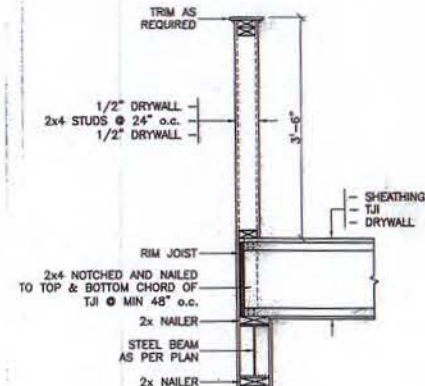
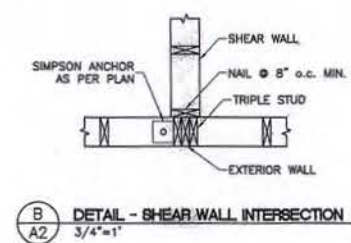
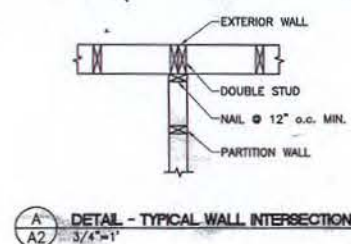
BUILDING AREA
 MAIN FLOOR
 1240 sq ft (1155 sqm)
 MEZZANINES
 3354 sq ft (312 sqm)

GROUP E - MERCANTILE
 A.B.C. A1 - 3.2.2.61
 ONE STOREY
 FACING 2 STREETS
 NON-SPRINKLERED
 COMBUSTIBLE CONSTRUCTION

FIRE RATINGS
 LOAD BEARING WALLS & COLUMNS - NOT REQ'D
 ROOF ASSEMBLY - NOT REQ'D
 MEZZANINE ASSEMBLY - NOT REQ'D
 ELECTRICAL ROOM CEILING - 45 MIN
 BAY SEPARATION - 1 HR

ATTIC FIRE COMPARTMENT NOTES:
 - MAX. SIZE 300 sq.m.
 - MAX. DIMENSION 20m
 - REFER TO A.B.C. A1 3.1.11.5(b)
 - PROVIDE 1 LAYER 1/2" DRYWALL ON SIDE OF TRUSS AND PRETAP. ALSO PROVIDE ACCESS DOOR IN EACH COMPARTMENT.

ELECTRICAL LEGEND:
 - EMERGENCY EXIT SIGN/LITE COMBO PACK



DETAIL - TYPICAL WALL INTERSECTION
A2 3/4"=1'

DETAIL - SHEAR WALL INTERSECTION
B2 3/4"=1'

DETAIL - MEZZANINE GUARD WALL
C2 3/4"=1'

Quinn Saretsky
 STRUCTURAL ENGINEERS INC.
 Calgary, Alberta
 (403) 289-9937
 Permit No. P7453

* THIS IS A COPYRIGHTED DRAWING AND DESIGN AND SHALL NOT BE REPRODUCED, COPIED, OR REPRODUCED WITHOUT WRITTEN PERMISSION.
 * THE CONTRACTOR SHALL CHECK AND VERIFY ALL DIMENSIONS AND REPORT ALL ERRORS AND OMISSIONS TO THE ENGINEER PRIOR TO COMMENCING THE WORK.
 * THESE DRAWINGS ARE NOT TO BE SCALED.

IMPERIAL ALL DIMENSIONS UNLESS OTHERWISE NOTED ARE IN INCHES

ISSUED FOR NO. 1 DATE DEC 9/06 DESCRIPTION ISSUED FOR CONSTRUCTION

PROJECT TITLE
ADVANCE CONSTRUCTION
 Medicine Hat, Alberta
MITCHELL STREET MALL
 Redcliff, Alberta

DRAWING TITLE
FLOOR PLAN

DRAWN: PH CHECKED: DJJ

PLOT DATE: CAD FILE:

PROJECT NO. 522-1-05 DRAWING NO. A2



PLANS EXAMINATION:
DRAWINGS ARE NOT TO BE USED FOR CONSTRUCTION UNLESS REVIEWED AND APPROVED BY THE AUTHORITY HAVING JURISDICTION. THIS AUTHORITY SHALL BE THE LOCAL BUILDING DEPARTMENT. THESE COSTS ARE UNRECOVERED AND THEREFORE, ARE THE RESPONSIBILITY OF THE OWNER AND/OR CONTRACTOR.

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DRAWING REVIEW:
ENGINEER HAS NOT BEEN REQUIRED TO CONDUCT VISUAL INSPECTION OF ALL ARCHITECTURAL, STRUCTURAL, FOUNDATION, ELECTRICAL AND MECHANICAL DRAWINGS AND VERIFY ALL DIMENSIONS, MATERIALS AND SPECIFICATIONS ON SITE. ANY DISCREPANCIES MUST BE REPORTED TO THE DESIGNER/ENGINEER PRIOR TO PROCEEDING WITH ANY PART OF THE WORK.

SITE SAFETY:
THE ENGINEER ASSUMES NO RESPONSIBILITY FOR ON-SITE WORKER SAFETY FOR OTHER THAN THEIR OWN EMPLOYEES. THE OWNER AND/OR CONTRACTOR SHALL BEAT RESPONSIBILITY FOR SITE SAFETY AS PER THE OCCUPATIONAL HEALTH AND SAFETY ACT.

IMPERIAL ALL DIMENSIONS UNLESS OTHERWISE NOTED ARE IN FEET

STAMP

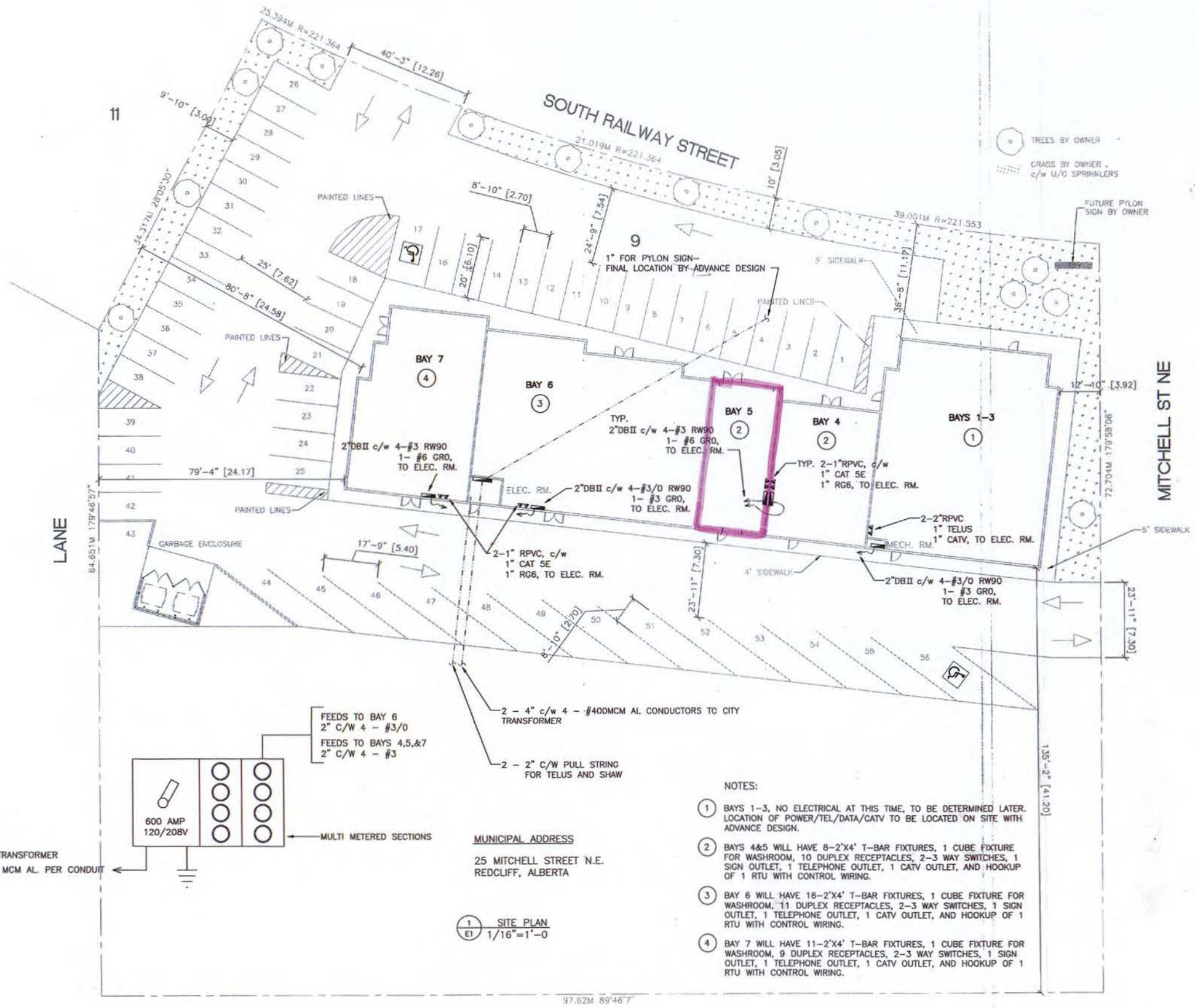
ISSUED FOR NO.	DATE	DESCRIPTION
1	May 28/07	Issued For Approval
2	July 07/08	"As Built"

CLIENT
Advance
Design & Construction Ltd.

PROJECT TITLE
MITCHELL STREET MALL
Redcliff, Alberta

DRAWING TITLE
ELECTRICAL SITE PLAN

DRAWN: **QBW** CHECKED: **WS**
PLOT DATE: **May 14, 2007**
CAD FILE:
PROJECT NO. DRAWING NO.
E1



- NOTES:**
- BAYS 1-3, NO ELECTRICAL AT THIS TIME, TO BE DETERMINED LATER. LOCATION OF POWER/TEL/DATA/CATV TO BE LOCATED ON SITE WITH ADVANCE DESIGN.
 - BAYS 4&5 WILL HAVE 8-2'X4' T-BAR FIXTURES, 1 CUBE FIXTURE FOR WASHROOM, 10 DUPLEX RECEPTACLES, 2-3 WAY SWITCHES, 1 SIGN OUTLET, 1 TELEPHONE OUTLET, 1 CATV OUTLET, AND HOOKUP OF 1 RTU WITH CONTROL WIRING.
 - BAY 6 WILL HAVE 16-2'X4' T-BAR FIXTURES, 1 CUBE FIXTURE FOR WASHROOM, 11 DUPLEX RECEPTACLES, 2-3 WAY SWITCHES, 1 SIGN OUTLET, 1 TELEPHONE OUTLET, 1 CATV OUTLET, AND HOOKUP OF 1 RTU WITH CONTROL WIRING.
 - BAY 7 WILL HAVE 11-2'X4' T-BAR FIXTURES, 1 CUBE FIXTURE FOR WASHROOM, 9 DUPLEX RECEPTACLES, 2-3 WAY SWITCHES, 1 SIGN OUTLET, 1 TELEPHONE OUTLET, 1 CATV OUTLET, AND HOOKUP OF 1 RTU WITH CONTROL WIRING.

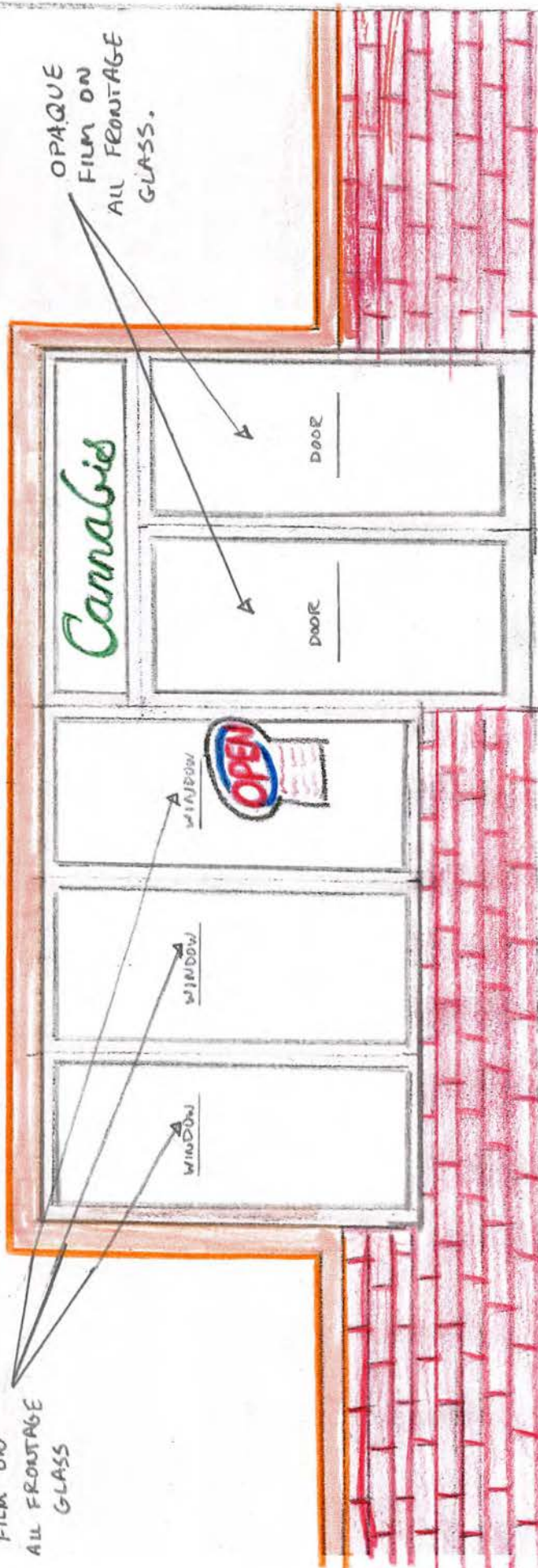
1 SITE PLAN
E1 1/16"=1'-0"

"AS BUILT"

4' x 16' ILLUMINATED
BOX SIGN.



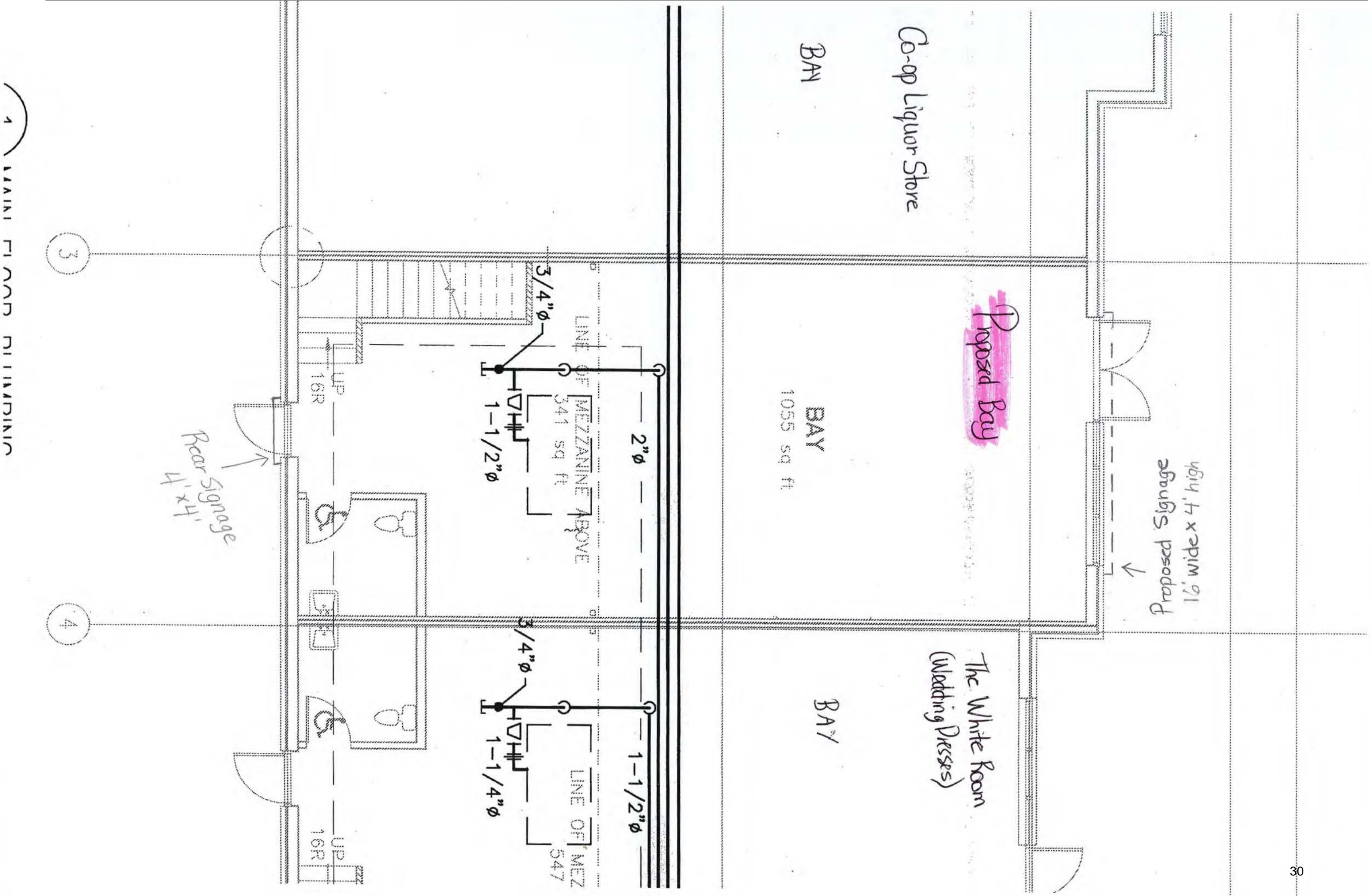
OPAQUE
FILM ON
ALL FRONTAGE
GLASS



OPAQUE
FILM ON
ALL FRONTAGE
GLASS.

Front Signage 16x4 - Illuminated
Rear Signage 4x4 - plywood





MUNICIPAL PLANNING COMMISSION

Planning & Engineering Report

December 11, 2018

Development Permit Application:	18-DP-070
Applicant:	Green Peace Hempire C/o Ray King & Melissa Pierce
Owner:	KRC Investments
Property Address:	Bay #3 – 631 South Railway Drive NE
Legal Address:	Lot 28, Block 80, Plan 0613199
Land Use:	C-3 General Commercial District
Development Officer:	Brian Stehr

1. BACKGROUND:

Planning & Engineering has been in conversation with Green Peace Hempire discussing the Town's requirements regarding opening a Retail Cannabis store in the Town of Redcliff

After receiving approval for the location and survey from the Development Officer, Green Peace Hempire held an Open House on December 4, 2018 in accordance with Section 43 of the Town's Land Use Bylaw.

On December 10, 2018 Green Peace Hempire submitted a Development Permit Application for a Cannabis Retail Store at Bay #3 631 South Railway Drive NE.

2. PLANNING & ENGINEERING COMMENTS

The Land Use Bylaw defines a Cannabis Retail Store as:

- *Means development for the retail sale of recreational Cannabis and Cannabis Accessories, as authorized by the Alberta Gaming, Liquor, and Cannabis Act. This use does not include Cannabis Production and Distribution Facility, Medical Marijuana Dispensary, or Cannabis Lounge.*

Section 43 **Cannabis Retail Store** of the Town's Land Use Bylaw states:

(1) Legal Basis

- (a) Cannabis Retail Stores are regulated by the provincial government and must meet all requirements set out in the Gaming, Liquor and Cannabis Act and all subsequent regulations.
- (b) *Cannabis Retail Store is a discretionary use, Municipal Planning Commission.*

- (c) *All Cannabis Retail Stores require a Development Permit.*
- (2) *Development Standards*
 - (a) *A Cannabis Retail Store shall only be located in an area covered by the Cannabis Retail Store Overlay.*
 - (b) *The Cannabis Retail Store Overlay was created with the following guidelines to include parcels that are:*
 - (i) *located in I1 (Light Industrial), C3 (General Commercial), C2 (Downtown Commercial), and C-HWY (Highway Commercial) Districts,*
 - (ii) *located outside of the 100 metre setback from any parcel of land on which a Cannabis Retail Store is located to a boundary of the parcel of land of a:*
 - i. *Provincial health care facility;*
 - ii. *School;*
 - iii. *School reserve or municipal and school reserve as designated in the Municipal Government Act;*
 - iv. *Municipal recreation facility (including the youth centre, swimming pool, rec-tangle, and library);*
 - v. *Payday loan centre or pawn shop;*
 - vi. *Daycare or childcare facility; or*
 - vii. *Public park used for recreational purposes; and*
 - (iii) *Located in places that fit the context of the surrounding area. Several parcels that meet the requirements in (i) and (ii) above were not included in the overlay because they are lone commercial parcels in the middle of residential neighbourhoods.*
 - (c) *A Cannabis Retail Store shall meet all applicable requirements of the respective District in which it is located.*
 - (d) *A Cannabis Retail Store must be a stand-alone store and shall not operate accessory to, or in conjunction with any other use.*
 - (e) *Development Permits for Cannabis Retail Stores are conditional subject to the Development Officer receiving a copy of the retail license issued by the Alberta Gaming, Liquor, and Cannabis Commission from the Applicant.*
 - (f) *Parking for a Cannabis Retail Store shall be provided in accordance with the parking requirements for a Retail Store and the parking requirements for the District in which it is located.*

- (g) *Development Permit Applications for Cannabis Retail Stores require the Applicant to engage the public on the proposed development by:*
 - (i) *Notifying adjacent property owners in writing;*
 - (ii) *Hosting at least one public open house, on a weekday evening, for at least 2 hours, in a neutral public location in Redcliff;*
 - (iii) *Advertising the open house in the local paper and on all Town social media outlets for at least 2 weeks prior to the open house;*
 - (iv) *Offering a survey for open house attendees to provide feedback; and*
 - (v) *Advertising the public is welcome to attend the MPC meeting in person where the decision on the Development Permit will be made, or make a written submission to the Development Officer before a specified date.*
 - (h) *The Applicant is required to receive approval of the open house location, advertising, and survey from the Development Officer prior to the advertising commencing.*
- (3) *Development Permit Application Requirements*
- (a) *Location plan showing the proposed Cannabis Retail Store and the distances to any of the following located within 500 metres of the store:*
 - (i) *Provincial health care facility;*
 - (ii) *School;*
 - (iii) *School reserve or municipal and school reserve as designated in the Municipal Government Act;*
 - (iv) *Municipal recreation facility (including the youth centre, swimming pool, rec-tangle, and library);*
 - (v) *Payday loan centre or pawn shop;*
 - (vi) *Daycare or childcare facility; or*
 - (vii) *Public park used for recreational purposes.*
 - (b) *Detailed site plan containing all of the information required for the District, and the following additional information:*
 - (i) *Crime Prevention Through Environmental Design (CPTED) measures;*
 - (ii) *Storage areas for Cannabis;*
 - (iii) *Shipping and receiving areas;*
 - (iv) *Adjacent uses;*
 - (v) *Location and design of signage; and*
 - (vi) *Security measures*

- (c) *Waste management/disposal plan.*
 - (d) *Elevation plans showing access and signage.*
 - (e) *Completion of public engagement by providing to the Development Officer:*
 - (i) *A list of the addresses of adjacent property owners;*
 - (ii) *Copies of the notification letters sent to adjacent property owners; and*
 - (iii) *A summary of open house survey results.*
- (4) *Criteria For Consideration*
- (a) *The Municipal Planning Commission must consider the following when reviewing an application for a Cannabis Retail Store:*
 - (i) *The extent to which the applicant demonstrates conformity with provincial and municipal regulations to minimize potential adverse effects on the community (i.e. site safety and security measures);*
 - (ii) *Whether any legitimate public concerns expressed during public consultation were addressed by the applicant; and*
 - (iii) *The recommendations and comments from Planning and Engineering.*
- (5) *Administration and Enforcement*
- (a) *The use and Development Permit for a Cannabis Retail Store shall:*
 - (i) *Expire at the end of 5 years; and*
 - (ii) *Be reviewed by the Town four years after the issuance of the use and the Development Permit.*
 - (b) *Where the Town finds that the conditions of the Development Permit have been met and the use is not causing undesirable impacts to the Town, the Town will automatically issue a new Development Permit 6 months in advance of the expiring permit for 5 years that expires on the anniversary date of the original permit.*
 - (c) *Where the Town finds that the conditions of the Development Permit have **not** been met or that the use is causing undesirable impacts to the Town, the Town will issue a notice to the Applicant 6 months in advance of the expiring permit, that the Town will not be automatically renewing the use and Development permit. The notice to the applicant must include:*
 - (i) *The reasons the permit is not being renewed,*
 - (ii) *The date of the permit expiring, and*
 - (iii) *That if the Applicant wishes to continue the use the Applicant must make a new Development Permit application.*

- (d) *If The Town fails to issue a Development Permit under clause (9)(b) or if the Town fails to issue a notification under clause (9)(c), the Town will automatically issue a new Development Permit for 5 years from when the Development Permit should have been issued that expires on the anniversary date of the original permit.*
- (e) *Development Permits will be cancelled if and when the retail license is no longer valid with the Alberta Gaming, Liquor, and Cannabis Commission.*
- (6) *Standard Conditions of Approval*
 - (a) *Development Permits are conditional subject to the Development Officer receiving a copy of the retail license issued by the Alberta Gaming, Liquor, and Cannabis Commission from the applicant.*
 - (b) *The use and Development Permit for a Cannabis Retail Store shall expire and require reapplication after 5 years to the day of approval.*

Development Officer Comments:

The Town's Land Use Bylaw parking tables for a Retail Store requires that the applicant provide 1 parking stall for every 30 m² of floor space. This would require that the applicant provide 4 parking stalls. The submitted parking plan indicates that there are 3 parking stalls in front of the store for customers, with 3 parking stalls in the back for employees. It should also be noted that there appears to be adequate overflow parking on the site.

The proposed signage complies with the Sign Regulations Section 88 of the Town's Land Use Bylaw.

A visual inspection of the property and adjoining properties indicate that the area is currently made up of a mixture of retail businesses and commercial businesses. The properties to the southwest of the site are a mixture of multi-family and single family homes.

3. RECOMMENDATION:

Planning and Engineering Provides the following suggested motion:

1. MPC member _____ moved that Development Permit Application 18-DP-070 for a Retail Cannabis Store be Approved as submitted with the following conditions:
 1. Any exterior lighting above what is currently in place shall comply with Section 65 **Lighting** of the Town's Land Use Bylaw;
 2. The Applicant shall apply and receive a Building Permit from the Town for all interior renovations;
 3. Development Officer to receive a copy of the retail license issued by the Alberta Gaming, Liquor, and Cannabis Commission;
 4. The Development Permit is valid for five (5) years;

5. The Town will issue a permit in year four (4) if in the opinion of the Development Authority that the Retail Cannabis Store is not causing undesirable impacts on the Town;
6. Where the Town finds that the conditions of the Development Permit have **not** been met or that the use is causing undesirable impacts to the Town, the Town will issue a notice to the Applicant six (6) months in advance of the expiring permit, that the Town will not be automatically renewing the use and Development Permit. The notice to the applicant must include:
 - i. The reasons the permit is not being renewed,
 - ii. The date of the permit expiring, and
 - iii. That if the Applicant wishes to continue the use the Applicant must make a new Development Permit application.
7. If the Town fails to issue a Development Permit or if the Town fails to issue a Notice, the Town will automatically issue a new Development Permit for five (5) years from when the Development Permit should have been issued.
8. Development Permits, including use, will be cancelled if and when the retail license is no longer valid with the Alberta Gaming, Liquor, and Cannabis Commission.



TOWN OF REDCLIFF

P.O. Box 40 - 1 – 3rd Street NE
Redcliff, Alberta T0J 2P0
Phone 403-548-3618
Fax 403-548-6623
Email redcliff@redcliff.ca
www.redcliff.ca

Subdivision Authority Report

File: 2018 CONDO 01

Applicant / Agent of Applicant: Brian Munro (Agent)

Applicant / Agent contact information

Global Raymac Surveys Inc.
#124, 1310 Kingsway Avenue SE
Medicine Hat, AB
T1A 2Y4

Phone Number: (403) 526-6300

Email: bmunro@globalraymac.ca

Legal Surveyor: Leslie Mehrer, A.L.S., Global Raymac Surveys Inc.

Current Legal Description: Unit #4 of Bare Land Condominium Plan 161 0119

Municipal Address: Dirkson Drive NE

Land Owner: Zion Commercial (Medicine Hat) Ltd.

Type of Subdivision: Bare Land Condominium Re-division

Purpose of Subdivision: To provide land titles for 9 commercial condominium units.

Subdivision by: (X) Plan () Instrument

Current Zoning: I1- Light Industrial District

Number of Lots Created: 9 commercial condominium units

Reserve Status: () Required (X) Not Required

Items attached to this report:

- i. Subdivision Application Form
- ii. Plot Plan of Unit #4 of Bare Land Condominium Plan 161 0119
- iii. Certificate of Title
- iv. Map of Abandoned Wells



TOWN OF REDCLIFF

P.O. Box 40 - 1 – 3rd Street NE
Redcliff, Alberta T0J 2P0
Phone 403-548-3618
Fax 403-548-6623
Email redcliff@redcliff.ca
www.redcliff.ca

Administrative Summary

Subdivision Authority Report: (December 14, 2018)

A Bare Land Condominium Review Meeting took place at Town Hall December 5, 2018.

Attendees: James Johansen, Director of Planning & Engineering
Corey Popick, Director of Public Services
Shanon Simon, Manager of Legislative & Land Services

Administrative Recommendation(s)

The Town of Redcliff recommends Approval of Condominium Application 2018 CONDO 01.

Town of Redcliff
#1 – 3rd Street NE
Redcliff, AB T0J 2P0

November 7, 2018
Our File: 18MX0026

Attn: Shanon Simon, Manager of Legislative & Land Services

RE: Application for Bare Land Condominium Re-division
Unit 4, Bare Land Condominium Plan 161 0119 (Dirkson Drive NE)

Please accept this package as an application to re-divide Bare Land Unit 4, Condominium Plan 161 0119. The purpose of the application is to create individual condominium units for each garage bay.

Included for your processing are the following:

1. Landowner authorization for Global Raymac to act as agent.
2. Completed application for condominium conversion.
3. Cheque in the amount of \$360.00 for the application fee.
4. Tentative Condominium Plan.
5. Certificate of titles for Unit 4, Plan 161 0119.
6. Copies of all registered documents on title.
7. Abandoned Wells confirmation form and location map.

Let me know if you have any questions or require anything further.

A handwritten signature in blue ink, appearing to read 'B. Munro'.

Brian Munro
Branch Manager
Global Raymac Surveys Inc.
Medicine Hat AB

Encl.

CALGARY (HEAD OFFICE):

Suite 312, 4000 - 4th St. S.E., Calgary, AB, T2G 2W3
Phone: (403) 283-5455 | Fax: (403) 283-5418
Toll Free: 1- (855) 283-5455

GRANDE PRAIRIE:

10550 – 117TH Avenue, Grande Prairie, AB, T8V 7N7
Phone: (780) 532-2343 | Fax: (780) 532-2580
Toll Free: 1- (888) 532-2343

LLOYDMINSTER:

202, 5912 – 50TH Avenue, Lloydminster, AB, T9V 0X6
Phone: (780) 872-0655 | Fax: (780) 872-0645

MEDICINE HAT:

#124, 1310 Kingsway Avenue S.E., Medicine Hat, AB, T1A 2Y4
Phone: (403) 526-6300 | Fax: (403) 526-1540
Toll Free: 1- (855) 283-5455



LAND TITLE CERTIFICATE

S

LINC	SHORT LEGAL	TITLE NUMBER
0037 026 465	1610119;4	161 010 000 +3

LEGAL DESCRIPTION

CONDOMINIUM PLAN 1610119

UNIT 4

AND 2564 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

ESTATE: FEE SIMPLE

ATS REFERENCE: 4;6;13;16;SW

MUNICIPALITY: CITY OF MEDICINE HAT

REFERENCE NUMBER: 071 458 515 +3

REGISTRATION	DATE (DMY)	REGISTERED OWNER(S) DOCUMENT TYPE	VALUE	CONSIDERATION
161 010 000	13/01/2016	CONDOMINIUM PLAN		

OWNERS

ZION COMMERCIAL (MEDICINE HAT) LTD.
OF 109, 1235 SOUTHVIEW DRIVE SE
MEDICINE HAT
ALBERTA T1B 4K3

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
061 424 418	13/10/2006	UTILITY RIGHT OF WAY GRANTEE - THE TOWN OF REDCLIFF. AS TO PORTION OR PLAN:0613722
061 424 419	13/10/2006	UTILITY RIGHT OF WAY GRANTEE - THE TOWN OF REDCLIFF. AS TO PORTION OR PLAN:0613722

151 311 244	30/11/2015	CAVEAT RE : DEVELOPMENT AGREEMENT PURSUANT TO MUNICIPAL
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(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 2

161 010 000 +3

REGISTRATION

NUMBER DATE (D/M/Y) PARTICULARS

GOVERNMENT ACT
CAVEATOR - THE TOWN OF REDCLIFF.
C/O COURTYARD LAW CENTRE
499-1 ST SE
MEDICINE HAT
ALBERTA T1A0A7
AGENT - MICHAEL J DOLAN

161 010 002 13/01/2016 UTILITY RIGHT OF WAY
GRANTEE - THE CITY OF MEDICINE HAT.
AS TO PORTION OR PLAN:1610120

161 029 902 28/01/2016 CAVEAT
RE : VENDOR'S LIEN
CAVEATOR - ZION COMMERCIAL (MEDICINE HAT) LTD.
35 - 7 STREET SE
MEDICINE HAT
ALBERTA T1A1J2
AGENT - KIPLING B WIESE

161 102 678 02/05/2016 EASEMENT
OVER AND FOR BENEFIT: SEE INSTRUMENT

* ADDITIONAL REGISTRATIONS MAY BE SHOWN ON THE CONDOMINIUM ADDITIONAL
PLAN SHEET

TOTAL INSTRUMENTS: 006

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN
ACCURATE REPRODUCTION OF THE CERTIFICATE OF
TITLE REPRESENTED HEREIN THIS 17 DAY OF
OCTOBER, 2018 AT 11:39 A.M.

ORDER NUMBER: 36084169

CUSTOMER FILE NUMBER: 18mx0026



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).



TOWN OF REDCLIFF

P.O. Box 40 - 1 - 3rd Street NE
Redcliff, Alberta T0J 2P0
Phone 403-548-3618
Fax 403-548-6623
Email redcliff@redcliff.ca
www.redcliff.ca

Land Owner Consent

<input type="checkbox"/> Development Permit
<input type="checkbox"/> Building Permit

As the owner of the property described below, I consent to BRIAN MUNRO (AGENT) to apply for a Development/ Building Permit for this property, and acknowledge that he/she has a legitimate interest in the property for the purposes of this application.

Civic Address:	<u>DIXSON DRIVE NE., REDCLIFF</u>		
Legal Description:	<u>Lot</u> <u>UNIT 4</u>	Block	Plan <u>161 0119</u>

I acknowledge that I am the owner of the above described property(s).

Property Owner:

Name (please print):

Signature:

Date:

DEE VANDERHAM

Nov. 7, 2018

APPLICATION FOR SUBDIVISION APPROVAL	For official use only	
Date of receipt of completed Form <u>Nov. 13, 2018</u>	Fee submitted: <u>\$360.00</u>	File No. <u>2018 CONDO 01</u>

THIS FORM IS TO BE COMPLETED IN FULL WHEREVER APPLICABLE BY THE REGISTERED OWNER OF THE LAND THAT IS THE SUBJECT OF THE APPLICATION OR BY A PERSON AUTHORIZED TO ACT ON THE REGISTERED OWNER'S BEHALF

- NAME OF REGISTERED OWNER OF LAND TO BE SUBDIVIDED. ADDRESS, POSTAL CODE AND PHONE NO. -
ELION COMMERCIAL (MEDICINE HAT) LTD.
#109-1235 SOUTHVIEW DR SE, MEDICINE HAT T1B 4K3
- NAME OF AGENT (PERSON AUTHORIZED TO ACT ON BEHALF OF REGISTERED OWNER), IF ANY. ADDRESS, POSTAL CODE AND PHONE NO.
BRIAN MUNRO, #124-1310 Kingsway Avenue SE,
MEDICINE HAT AB T1A 2Y4
- LEGAL DESCRIPTION AND AREA OF LAND TO BE SUBDIVIDED
 All/part of the SW 1/4 sec. 16 twp. 13 range 6 west of 4 meridian
 Being all/parts of Lot UNIT 4 Block _____ Reg. Plan No. 161 0119 C.O.T. No. 161 010 000 + 3
 Area of the above parcel of land to be subdivided 0.299 hectares 0.74 acres
 Municipal address (if applicable) DIXSON DRIVE N.E., REDCLIFF
- LOCATION OF LAND TO BE SUBDIVIDED
 - The land is situated in the municipality of REDCLIFF, AB.
 - Is the land situated immediately adjacent to the municipal boundary? Yes ☐ No ☒
 If "yes", the adjoining municipality is _____
 - Is the land situated within 0.8 kilometres of the centre line of a highway right of way? Yes ☐ No ☒
 If "yes", the highway is No. _____
 - Does the proposed parcel contain or is it adjacent to a river, stream, lake or other body of water or by a drainage ditch or canal? Yes ☐ No ☒
 If "yes", state its name _____
 - Is the proposed parcel within 1.5 kilometres of a sour gas facility? Yes ☐ No ☒
- EXISTING AND PROPOSED USE OF LAND TO BE SUBDIVIDED
 Describe:
 a. Existing use of the land Framed commercial building.
 b. Proposed use of the land 89 commercial condominium UNITS.
 c. The designated use of the land as classified under a land use bylaw I-1 Light Industrial District.
- PHYSICAL CHARACTERISTICS OF LAND TO BE SUBDIVIDED (WHERE APPROPRIATE)
 - Describe the nature of the topography of the land (flat, rolling, steep, mixed) Landscaped lot.
 - Describe the nature of the vegetation and water on the land (brush, shrubs, tree stands, woodlots, etc., - sloughs, creeks, etc.) N/A
 - Describe the kind of soil on the land (sandy, loam, clay, etc.) clay, loam.
- EXISTING BUILDINGS ON THE LAND TO BE SUBDIVIDED
 Describe any buildings and any structures on the land and whether they are to be demolished or moved
Framed building (new) to remain on site.
- WATER AND SEWER SERVICES
 If the proposed subdivision is to be served by other than a water distribution system and a wastewater collection system, describe the manner of providing water and sewage disposal.
N/A.

9. REGISTERED OWNER OR PERSON ACTING ON THE REGISTERED OWNER'S BEHALF

I BRIAN MUNRO (AGENT) hereby certify that
(Full Name)

☐ I am the registered owner, or ☒ I am the agent authorized to act on behalf of the registered owner

and that the information given on this form is full and complete and is, to the best of my knowledge, a true statement of the facts relating to this application for subdivision.

Address # 124 1310 KINGSWAY AVE SE,
MEDICINE HAT AB T1A 2T4

(Signed) 

Phone No. (403) 502-4636

Date Nov. 7, 2018

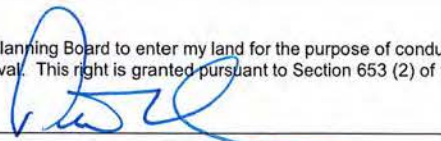
THE FOLLOWING ADDITIONAL INFORMATION MUST BE PROVIDED

1. Number of ^{UNITS} ~~Parcels~~ being created ~~8 (Eight)~~ 9 (NINE)
2. Size of parcels being created 113 m² ±.

3. Reason for Subdivision To provide Land Titles for ⁹ ~~8~~ condominium units.

4. Any other relevant information in support of application _____

RIGHT OF ENTRY: I hereby authorize the agent of the Redcliff Planning Board to enter my land for the purpose of conducting a site inspection in connection with the application for subdivision approval. This right is granted pursuant to Section 653 (2) of the Municipal Government Act.


Property Owner's Signature

SUBDIVISION FEES:

The application fee is \$350.00 plus \$100.00 per proposed lot, excluding parcels proposed as reserve or public utility lots.

After approval has been granted a fee of \$100.00 must be paid to have the final plan of survey or other instrument checked and endorsed prior to registration at the Land Titles Office.

NOTE: There is no obligation for the Subdivision Approving authority to return to the applicant either a subdivision application or any documentation accompanying it. Fees are not refundable once a complete application has been accepted.

THIS SECTION FOR OFFICAL USE

Abandoned Wells Confirmation Form – Proposed Subdivision/Development Permit

****Note**** - This form must be:

- 1) Signed by the applicant at the time of application, and
- 2) Submitted with a printout of the map(s) from the AER website (<https://extmapviewer.aer.ca/Onestop/Public/index.html>) that was used to confirm the absence / presence of abandoned well(s) and gas pipelines and pipeline facilities.
- 3) The application will be considered incomplete if the above information is not submitted at the time of application.

If abandoned wells are absent within 30m of the proposed subdivision / development permit site:

I, BRIAN MUNRO, have reviewed information provided by the Alberta Energy Regulator ("AER") as set out in AER Directive 079, Surface Development in Proximity to Abandoned Wells, and can advise that the information shows the absence of any abandoned wells within the site of proposed development.

BRIAN MUNRO

Printed Name

Brian Munro
Signature

Company Name (if signing for a company)

Date

Nov 7, 2018

If an abandoned well(s) is present within 30m of the proposed subdivision / development permit site:

I, _____, have reviewed information provided by the Alberta Energy Regulator ("AER") as set out in AER Directive 079, Surface Development in Proximity to Abandoned Wells, and can advise that the licensee(s) responsible for all abandoned wells within the proposed subdivision / development has been contacted and exact well location determined in order to have the Abandoned Well Locating and Testing Protocol completed in accordance with AER Directive 079. To prevent contact with the well, a temporary or permanent identification marker will be placed on abandoned wells prior to construction, according to the confirmed well location(s) on site. The site of the proposed subdivision / development contains the following abandoned well(s):

AER (ERCB) License	Licensee Name	Licensed Surface Location (e.g.: 04-20-052-23 W4M)	Contact Person Name	Phone Number / E-mail Address

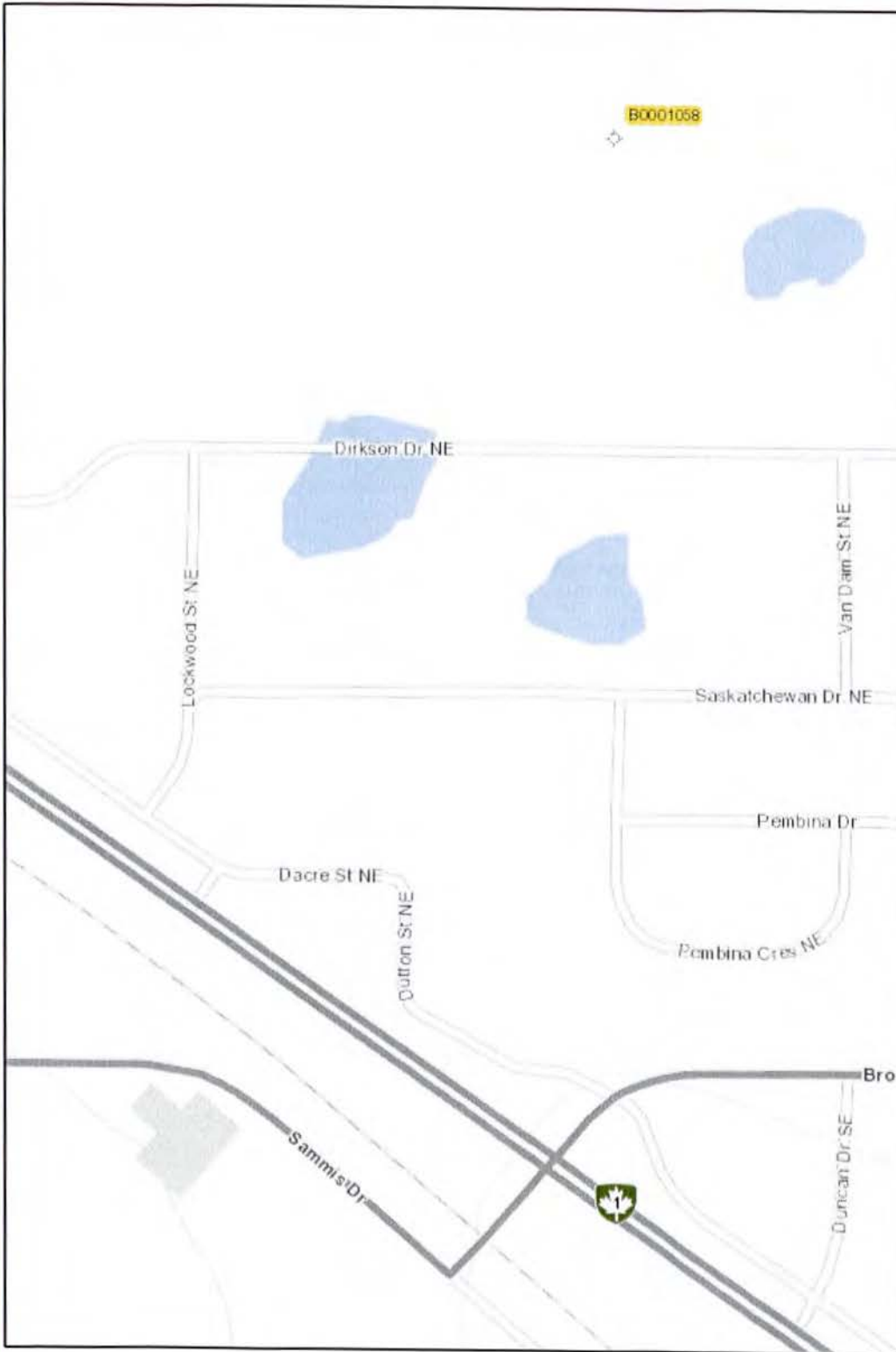
Printed Name

Signature

Company Name (If signing for a company)

Date

Map Results



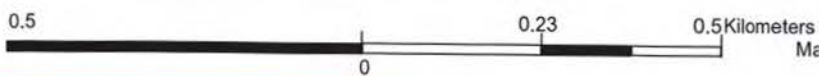
Legend

- ◆ Abandoned Wells (Large Scale)
- Revised Well Location (Large Scale)
- Revised Location Pointer
- Citations

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Monday, November 12, 2018 10:36:45 -07:00



Map Scale: 1: 9,028



**ALBERTA GOVERNMENT SERVICES
LAND TITLES OFFICE**

IMAGE OF DOCUMENT REGISTERED AS:

061424418

ORDER NUMBER: 36233605

ADVISORY

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

UTILITY RIGHT-OF-WAY AGREEMENT

TOWN OF REDCLIFF (hereinafter called the "Grantor") being the registered owner or entitled to become the registered owner of those certain lands described as:

SEE ATTACHED SCHEDULE "A"

(hereinafter referred to as "the Land") DOES HEREBY in consideration of payment of the sum of ONE (\$1.00) DOLLAR and other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, GIVE, GRANT, TRANSFER AND MAKE OVER unto the TOWN OF REDCLIFF (hereinafter called the "Grantee") the right and privilege of a right-of-way on, over and under those portions of the Land, shown on Registered Utility Right-of-Way Plan Number 061 3722, (hereinafter called the "right-of-way") for the purpose of digging, putting down, taking up, relaying, connecting, disconnecting, constructing, repairing, replacing, maintaining, inspecting and operating any public utility facility which may include but not necessarily be restricted to lines for the transmission, distribution, transportation, conveyance or disposal of water, sewage, gas, oil, electrical energy, telephone and telecommunication messages, or any one or more of them, together with the usual and ordinary appurtenances thereto (hereinafter called the "utility line or lines") to be constructed on, over or under the right-of-way, the said right and privilege being subject to the following terms and conditions which are hereby agreed to by and between the Grantee and the Grantor, namely:

1. The term "Grantee" wherever used hereinafter shall include and shall be interpreted to mean the Town of Redcliff and the nominees or appointees of the Town of Redcliff.
2. The right-of-way hereby granted shall be for such length of time as the utility line or lines are required by the Grantee.
3. The Grantee, its tenants, contractors, subcontractors, officers, servants, agents and workmen shall have the full and free right and liberty to have ingress and egress to, and to pass and repass on the right-of-way, either on foot or by means of vehicles or necessary machines whatsoever, and to remain on the right-of-way for all purposes of digging, putting down, taking up, relaying, connecting, disconnecting, constructing, repairing, replacing, maintaining, inspecting and operating the utility line or lines.

4. The Grantee, in carrying out any of the aforesaid operations, shall do so in a good and workmanlike manner and shall cause or do as little damage and inconvenience to the Grantor's interest in the Land as is reasonably practicable, and following any excavations or workings made or done by or on behalf of the Grantee the Land shall, so far as is reasonably practicable, be restored to its former condition. The replacement of trees or shrubs, and landscaping other than seeding to grass, is hereby agreed by the parties hereto to be impracticable.
5. The Grantor covenants that it shall not build, erect or maintain nor permit or suffer to be built, erected or maintained on, over or under the right-of-way any building, structure, or other improvement of any kind nor change or allow changes to the design or existing surface grades, nor plant or maintain or allow or suffer to be planted or maintained thereon, any trees, shrubs or landscaping which would or could prevent or hinder the exercise by the Grantee of any of the rights herein granted. The Grantor further covenants that there are not as of the date of this Agreement, any buildings, structures or other improvements on, over or under the right-of-way or any trees, shrubs or landscaping which would or could prevent or hinder the exercise by the Grantee of any of the rights herein granted.
6. The Grantee agrees to indemnify and save harmless the Grantor, its officers, servants, agents and elected officials from and against any and all claims, demands, actions, causes of action, suits, costs, including solicitor and client costs, expenses and damages arising out of or attributable to any act or omission of the Grantee or any other person for whom the Grantee is in law responsible, in the exercise of the right and privilege granted under this Agreement.
7. The Grantor agrees to indemnify and save harmless the Grantee, its officers, servants, agents and elected officials from and against any and all claims, demands, actions, causes of action, suits, costs, including solicitor and client costs, expenses and damages arising out of or attributable to any act or omission of the Grantor or any other person for whom the Grantor is in law responsible, in relation to their use or occupancy of the Land.

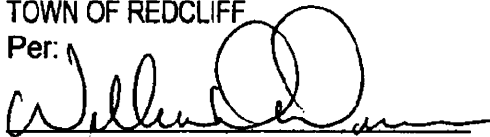

8. This right-of-way, including all the terms and conditions herein contained, is and shall be of the same force and effect and to all intents and purposes as a covenant running with the Land and shall extend to, be binding upon, and enure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto.

IN WITNESS WHEREOF the parties hereto have executed these presents as of the 13 day of September, A.D. 2006.

Grantee:

TOWN OF REDCLIFF

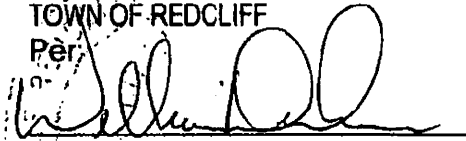

Per:

Grantor:

TOWN OF REDCLIFF

Per:

SCHEDULE "A"

PLAN 0012065
BLOCK A
LOT 24
EXCEPTING THEREOUT ALL MINES AND MINERALS

PLAN 0012065
BLOCK A
LOT 25
EXCEPTING THEREOUT ALL MINES AND MINERALS

PLAN 0012065
BLOCK A
LOT 26
EXCEPTING THEREOUT ALL MINES AND MINERALS

PLAN 0012065
BLOCK A
LOT 27
EXCEPTING THEREOUT ALL MINES AND MINERALS

PLAN 0012065
BLOCK A
LOT 28
EXCEPTING THEREOUT ALL MINES AND MINERALS

PLAN 0012065
BLOCK A
LOT 29
EXCEPTING THEREOUT ALL MINES AND MINERALS



061424418

061424418 REGISTERED 2006 10 13

UTRW - UTILITY RIGHT OF WAY

DOC 2 OF 3 DRR#: 1281845 ADR/DMACNEIL

LINC/S: 0028512516 +

**ALBERTA GOVERNMENT SERVICES
LAND TITLES OFFICE**

IMAGE OF DOCUMENT REGISTERED AS:

061424419

ORDER NUMBER: 36233605

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RIGHT OF WAY AGREEMENT (OVERLAND DRAINAGE)

TOWN OF REDCLIFF (hereinafter called the "Grantor") being the registered owner or entitled to become the registered owner of those certain lands described as:

SEE ATTACHED SCHEDULE "A"

(hereinafter referred to as "the land");

DOES HEREBY in consideration of payment of the sum of ONE (\$1.00) DOLLAR and other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, GIVE, GRANT, TRANSFER AND MAKE OVER unto the TOWN OF REDCLIFF its successors and assigns (hereinafter referred to as "the Grantee"), the right and privilege of an overland easement or right-of-way on, over and under those portions of the land, as shown as Registered Right-of-Way Plan 061 3722 (the "Right-of-Way"), for the purpose of digging, putting down, taking up, relaying, connecting, disconnecting, constructing, repairing, replacing, maintaining, inspecting a drainage ditch for the drainage of water to be constructed on, over and under the Right-of-Way, the said privilege being subject to the following terms and conditions which are hereby agreed to by and between the Grantee and the Grantor, namely:

1. The term "Grantee" wherever used hereinafter shall include and shall be interpreted to mean the Town of Redcliff and its successors and assigns and their nominees and appointees.
2. The Right-of-Way hereby granted shall be for such length of time as the drainage ditch is required by the Grantee.
3. The Grantee, its tenants, contractors, subcontractors, officers, servants, agents and workmen shall have the full and free right and liberty to have ingress and egress to, and to pass and repass on the Right-of-Way, either on foot or by means of vehicles or necessary machines whatsoever, and to remain on the Right-of-Way for all purposes of digging, putting down, taking up, relaying, connecting, disconnecting, constructing, repairing, replacing, maintaining, and inspecting the drainage ditch.
4. The Grantee, in carrying out any of the aforesaid operations, shall do so in a good and workmanlike manner and shall cause or do as little damage and inconvenience to the Grantor's interest in the Land as is reasonable

practicable, and following any excavations or workings made or done by or on behalf of the Grantee, the Land shall, so far as is reasonable practicable, be restored to its former condition. The replacement of trees and shrubs, and landscaping other than seeding to grass, is hereby agreed by the parties hereto to be impracticable.

5. The Grantor covenants that it shall not build, erect or maintain or permit or suffer to be built, erected or maintained on the right-of-way any building, structure or other improvement of any kind, or change or allow changes to the design or existing surface grades, nor plan or maintain or allow or suffer to be planted or maintained thereon, any trees, shrubs or landscaping which would or could prevent or hinder the exercise by the Grantee of any of the rights herein granted or otherwise impede or restrict the drainage of water on, over or under the Right-of-Way. The Grantor further covenants that there are not as of the date of this Agreement, any buildings, structures, or other improvements on the right-of-way or any trees, shrubs or landscaping which would or could prevent or hinder the exercise by the Grantee of any of the rights herein granted or otherwise impede or restrict the drainage of water on, over or under the Right-of-Way.
6. The Grantor further covenants that it shall not:
 - a) suffer or permit dirt, fill, loam, gravel, paper or other debris, weeds, snow, ice or slush (collectively referred to as "material") to fill or accumulate or remain on, over or under the Right-of-Way so that such material would,
 - i) alter the level or grade of the established grade plan; or
 - ii) restrict, impair, impede or otherwise interfere with drainage across or through the Right-of-Way;
 - b) alter, remove, damage or otherwise interfere with any drainage control swale which may be erected on the Right-of-Way.
7. The Grantee agrees to indemnify and save harmless the Grantor, its officers, servants and agents from and against any and all claims, demands, actions, causes of action, suits, costs, including solicitor and client costs, expense and damages arising out of or attributable to any act or omission of the Grantee or any other person for whom the Grantee is in law responsible, in the exercise of the right and privilege granted under this Agreement.

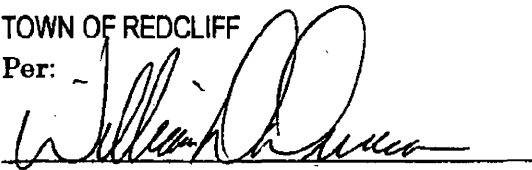

8. The Grantor agrees to indemnify and save harmless the Grantee, its officers, servants, and agents from and against any and all claims, demands, actions, causes of action, suits, costs, including solicitor and client costs, expense and damages arising out of or attributable to any act or omission of the Grantor or any other person for whom the Grantor is in law responsible, in relation to its use or occupancy of the Land.
9. The right-of-way, including all the terms and conditions herein contained, is and shall be of the same force and effect and to all intents and purposes as a covenant running with the Land and shall extend to, be binding upon, and enure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto.

IN WITNESS WHEREOF the parties hereto have executed these presents as of the 13 day of September, 2006.

GRANTEE:

TOWN OF REDCLIFF



Per:

GRANTOR:

TOWN OF REDCLIFF

Per:

SCHEDULE "A"

PLAN 0012065
BLOCK A
LOT 24
EXCEPTING THEREOUT ALL MINES AND MINERALS

PLAN 0012065
BLOCK A
LOT 25
EXCEPTING THEREOUT ALL MINES AND MINERALS

PLAN 0012065
BLOCK A
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PLAN 0012065
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PLAN 0012065
BLOCK A
LOT 29
EXCEPTING THEREOUT ALL MINES AND MINERALS



061424419

061424419 REGISTERED 2006 10 13

UTRW - UTILITY RIGHT OF WAY

DOC 3 OF 3 DRR#: 1281845 ADR/DMACNEIL

LINC/S: 0028512516 +

**ALBERTA GOVERNMENT SERVICES
LAND TITLES OFFICE**

IMAGE OF DOCUMENT REGISTERED AS:

151311244

ORDER NUMBER: 36233605

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Delm

**CAVEAT FORBIDDING REGISTRATION
RE: DEVELOPMENT AGREEMENT
(SECTION 655(2) MUNICIPAL GOVERNMENT ACT)**

**TO: The Registrar of the South Alberta
Land Registration District**

TAKE NOTICE that **The Town of Redcliff**, a municipal corporation in the Province of Alberta, claims an interest in the following lands namely:

**Plan 0714576
Block A
Lot 41
Excepting Thereout All Mines and Minerals**

standing in the register in the name of Zion Commercial (Medicine Hat) Ltd., pursuant to a Development Agreement, such caveat being registered by the Town of Redcliff pursuant to Section 655(2) of the *Municipal Government Act*. The Town of Redcliff forbids the registration of any person as Transferee or owner of, or of any instrument affecting the said estate or interest in said lands unless the instrument or certificate of title, as the case may be, is expressed to be subject to this claim.

I APPOINT Courtyard Law Centre, Barristers and Solicitors, 499 – 1st Street SE, Medicine Hat, Alberta T1A 0A7 as the place at which notices and proceedings relating hereto may be served.

DATED at the City of Medicine Hat, in the Province of Alberta, this 13 day of November, A.D. 2015.

Courtyard Law Centre



Michael J. Dolan - Agent for the Caveator

CANADA
PROVINCE OF ALBERTA
TO WIT


) I, Michael J. Dolan
) of the City of Medicine Hat,
) in the Province of Alberta,

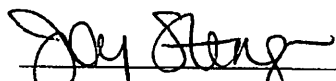
MAKE OATH AND SAY:

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 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 City
of Medicine Hat, in the
Province of Alberta, this
13 day of November,
A.D. 2015.

)
)
)
)
)
)
)
)




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

JOY MARIE STENGER
A Commissioner for Oaths in and for Alberta
My Commission Expires May 4, 2018

THIS AGREEMENT made this 12th day of November 2015

BETWEEN:

Zion Commercial (Medicine Hat) Ltd.
(the "Developer")

-and-

TOWN OF REDCLIFF
(the "Town")

DEVELOPMENT AGREEMENT

RECITALS:

WHEREAS the Developer, being the registered owner of the following land:

PLAN 0714576
BLOCK A
LOT 41
EXCEPTING THEREOUT ALL MINES AND MINERALS
(the "Developer's Lands" or the "Lands")

wishes to subdivide and develop the Lands for the purposes of creating four bareland condominium units which shall at a later date have constructed building condominium garage bay units thereon ("Proposed Development");

AND WHEREAS the Developer has made application to the Town to subdivide the Lands in order to facilitate with the proposed development;

AND WHEREAS the Subdivision Approval Authority ("SAA") has approved the application, subject to certain terms and conditions, including the condition that the Developer enter into an Agreement with the Town regarding grading and site drainage;

AND WHEREAS a copy of the decision of the SAA is attached as Schedule "A" to this Agreement ("Development Approval");

AND WHEREAS the Developer has prepared and submitted to the Town a site drainage plan depicting the proposed grading and site drainage which has been approved by the Town engineer on November 4, 2015 and is attached as Schedule "B" to this Agreement ("Site Drainage Plan");

AND WHEREAS the Subdivision Approving Authority for the Town has agreed the Developer has 18 months from October 1, 2015 to submit asbuilt drawing showing the grading and site drainage has been constructed for the first phase of the development in accordance with the Site Drainage Plan;

NOW THEREFORE in consideration of the terms and conditions contained in this Agreement, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. DEFINITIONS

1.1 In this Agreement the following words or phrases have the meanings set out below:

- a. "Town" shall mean Redcliff Alberta;

- b. "Asbuilt Drawings" shall mean the drawings prepared based on the original design drawings showing the works as constructed and or installed including minor changes made in the field during construction for whatever reason but should not change significantly from the approved design and release rate requirements. These drawings are to be Authenticated by the design engineer indicating his acceptance and ownership of the changes.
- c. "Manager" shall mean the Manager of Engineering for the Town or his delegate;

2. PURPOSE AND SCOPE OF AGREEMENT

- 2.1 The purpose of this Agreement is to set out the rights and obligations of the Developer with respect to the grading and site drainage for the first phase of the Proposed Development as required by the Town and in accordance with the Development Approval.
- 2.2 This Agreement constitutes partial compliance with the conditions of the Development Approval. The Developer shall be responsible to obtain and comply with all conditions of development permits and other permits required for any developments on the Developer's Lands, including conditions requiring the Developer to enter into further development agreements and the conditions outlined in the Development Approval.

3. GRADING AND SITE DRAINAGE

- 3.1 The Developer shall grade the Lands in accordance with the approved Site Drainage plan, and ensure site drainage is in accordance with the Site Drainage Plan for the first phase of the Proposed Development.
- 3.2 The Developer shall no later than May 1, 2017 submit to the Manager for approval Asbuilt Drawings which show the grading and site drainage for the first phase of the Proposed Development is in accordance with the approved Site Drainage Plan.

4. COST

- 4.1 Unless otherwise provided, the Developer shall pay all costs of grading and site drainage as required by the Town for the Proposed Development, including the costs of preparation of the asbuilt drawings to be submitted to the Town. Should the Developer fail to grade or complete grading in accordance with the Site Drainage Plan, the Developer shall pay all costs incurred by the Town in grading the Lands such that the grading and site drainage comply with the Site Drainage Plan, including costs of grading, engineering costs, costs to enforce security (including legal costs on a solicitor and his client basis).
- 4.2 The Developer shall be responsible for all costs incurred by the Town (including legal fees and disbursements) in relation to the preparation of this Agreement, or any other agreement or instrument contemplated herein.

5. STANDARDS AND CONSTRUCTION REQUIREMENTS

- 5.1 The grading and site drainage of the Lands shall be constructed and completed in accordance with:
 - a. the applicable provincial and federal statutes and regulations, including but not limited to statutes and regulations governing environmental matters;
 - b. the applicable Town Bylaws;

- c. the requirements of all authorities having jurisdiction with respect to the proposed development, including but not limited to the Town; and
- 5.2 The Developer shall, to the satisfaction of the Manager, repair or replace all existing utility services and municipal improvements damaged as a result of the grading and site drainage of the Lands.

6. APPROVALS AND MAINTENANCE

- 6.1 The grading and site drainage shall be carried out and maintained in accordance with the following additional conditions:
- a. the work shall be completed to the satisfaction of the Manager within eighteen (18) months of the date of this Agreement;
 - b. the as-built plans, as well as other information, surveys and documents as required by the Manager will be submitted in accordance with this Agreement. If upon review deficiencies are identified on the asbuilt drawings the Developer will cause the defects and deficiencies to be repaired or corrected, following which the Developer shall again arrange for submission of revised as-built drawings for review and approval.
 - c. the Developer shall maintain all grading and site drainage in a state of good repair . and the subsequent owner of the Developer's Lands shall be responsible to maintain the grading and site drainage in a state of good repair on an ongoing basis.
- 6.2 All work shall be carried out and maintained in accordance with the following additional conditions:
- a. the Developer and subsequent owners of the Developer's Lands shall be responsible for the ongoing operation, maintenance, repair and replacement of all work carried out by the Developer. Upon transfer of the Developer's Lands, or any portion thereof, to any person, firm, corporation or other organization, the Developer shall, from and after the date of such transfer, be relieved of its obligations to operate, maintain, repair and replace the work and the owner of the Developer's Lands, or such portion of which is transferred, shall from and after the date of transfer be responsible to operate, maintain, repair and replace the work.

7. SECURITY

- 7.1 By way of security for the performance of the Developer's obligations pursuant to this Agreement, the Developer shall provide to the Town an unconditional, irrevocable Letter of Credit in the amount of seven thousand (\$7,000.00) dollars. The Letter of Credit shall be in a form satisfactory to the Manager and may be drawn upon at any time by the Town if the Developer defaults in its obligations pursuant to this Agreement. The Letter of Credit shall be maintained in good standing, whether by way of renewal, replacement or otherwise, until such time as all work and obligations required to be carried out pursuant to this Agreement have been carried out and discharged by the Developer to the satisfaction of the Manager, all maintenance periods have expired and the FAC referred to in paragraph 6 has been issued.

8. CAVEAT

- 8.1 The Developer agrees that all monies payable to the Town pursuant to this Agreement, including costs incurred by the Town in carrying out the Developer's obligations under this Agreement, shall constitute a registrable charge and encumbrance against the Developer's Lands and the Developer further agrees that the Town shall be entitled, with respect to such monies, to all powers and remedies applicable to an encumbrance by the Land Titles Act, RSA 2000.

- 8.2 The Developer agrees that the Town may register a caveat in respect of this Agreement against the certificates of title to the Developer's Lands pursuant to Section 655(2) of the Municipal Government Act. Upon request of the Town, the Developer shall at its expense obtain such postponements or discharges of prior registered instruments required to ensure that the caveat registered by the Town is registered as a first charge against the certificates of title to the Developer's Lands.

9. INDEMNIFICATION AND INSURANCE

- 9.1 The Developer agrees to indemnify and hold harmless the Town, its officers, servants, agents and elected officials from and against any and all claims, demands, actions, causes of action, suits, liabilities, damages and costs, including solicitor and client costs, arising from or in any way relating to the work to be carried out pursuant to this Agreement, any act or omission of the Developer or any breach by the Developer of the terms and conditions of this Agreement.
- 9.2 Without restricting the generality of paragraph 9.1, the Developer shall provide and maintain in a form satisfactory to the Town, comprehensive general public liability and property damage insurance applicable to all activities of the Developer in connection with this Agreement, including but not limited to coverage for use of owned or non-owned vehicles, completed operations and blanket contractual liability. This protection shall include, but not be limited to the Developer's contingent liability with respect to the activities of anyone, including contractors or sub-contractors, or anything done or omitted to be done, pursuant to this Agreement. The Developer shall have the Town as an additional insured, but not as a named insured, for all liabilities arising from anything done or omitted to be done by the Developer in connection with this Agreement. The minimum amount of coverage shall be TWO MILLION (\$2,000,000.00) DOLLARS per occurrence for bodily injury, death and damage to property, including loss of use thereof. Within fifteen (15) days of the date of this Agreement, the Developer shall provide to the Town, satisfactory to the Manager, the insurance, which it is required to provide and maintain pursuant hereto.

10. NOTICE

- 10.1 Any notice required to be given under this Agreement may be given by sending it by facsimile transmission addressed to:
- a) In the case of the Town:
Town of Redcliff
Attention: Town Engineer
Fax No.: (403) 548-6623
 - b) In the case of the Developer:
Zion Commercial (Medicine Hat) Ltd.
Attention: Pete Vanderham
(403)502-3200 Cell
(403)526-1111 Office
(403)528-3678 Fax
109-1235 Southview Drive SE
Medicine Hat, AB T1B 4K3

Such facsimile addresses may be changed by either party giving notice to the other party.

11. INTERPRETATION

- 11.1 In this Agreement, words in the singular include the plural and words in the plural include the singular, and where the masculine gender is used it shall be construed as including the feminine

and neuter where so required by the context in which it is used. Provisions under this Agreement creating obligations that are binding on more than one party will be deemed to bind and will be enforceable against such parties severally as well as jointly.

- 11.2 The caveat referred to in paragraph 8 is and will be of the same force and effect and to all intents and purposes a covenant running with the Lands and shall extend to, be binding upon, and enure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto.
- 11.3 It is understood and agreed that if any provision of this Agreement is declared by a Court of competent jurisdiction to be invalid, that provision will be deemed to be severed from this Agreement and the remaining provisions of this Agreement will continue to be of full force and effect.

IN WITNESS WHEREOF the parties hereto have set their hands and seals by their duly authorized officers as at the day and year first above written.

TOWN OF REDCLIFF



Per:


MAYOR -


MUNICIPAL MANAGER -

Zion Commercial (Medicine Hat) Ltd.

Per:

Schedule "A"
TO THE
DEVELOPMENT AGREEMENT
(name of developer)
SAA APPROVAL LETTER
and
LEGAL PLAN



TOWN OF REDCLIFF

P.O. Box 40, 1 - 3rd Street N.E.
Redcliff, Alberta, T0J 2P0
Phone 403-548-3618
Fax 403-548-6623
redcliff@redcliff.ca
www.redcliff.ca

February 26, 2015

Global Raymac Surveys Inc.
Suite 124
1310 Kingsway Avenue SE
Medicine Hat, AB T1A 2Y4

BY FAX & MAIL

Attention: Noah Nichols

**Re: Subdivision Application 2014 SUB 04
Lot 41, Block A, Plan 0714576 (1502 Dirksen Drive NE)**

Please be advised that the application for subdivision approval, as described above, has been **APPROVED** by the Town of Redcliff Council at the meeting of February 23, 2015 conditional to:

1. Payment of any outstanding taxes;
2. Provide documentation that the requirements of the following service providers including utility right-of-ways have been met:
 - Gas Servicing, City of Medicine Hat Gas Department;
 - Electric servicing, City of Medicine Hat Electric Department;
 - Telecommunications:
 - Telus
 - Shaw
3. Installation near the property line of a vault complete with a water meter and double backflow preventer on the water service to the site. Town Engineer to approve the design and location of the vault prior to installation;
4. Demonstrating by the submission of asbuilt drawings that the grading and site drainage has been constructed for the first phase of development in accordance with the site drainage plan approved by the Town Engineer on November 4, 2014;
5. Payment of the Infrastructure Capacity Fee in the amount of \$19,040.00 (2.38 acres x \$8,000.00).

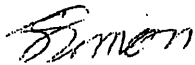
The approval is valid for a period of one year from the date of approval in which time the plan must be endorsed by this office.

Under provisions of the Municipal Government Act, the decision may be appealed by: the applicant; the school authorities that may be affected by the decision; or by a Government Department if the application is required by the subdivision and development regulations to be referred to that department.

In the event of an appeal, the applicable form must be completed and submitted to the attention of the Municipal Manager, Town of Redcliff, 1 – 3rd Street NE, Box 40, Redcliff, Alberta T0J 2P0. Appeal forms are available at the Town office. Further be advised that there is a \$100.00 fee for an appeal, and must accompany the letter of appeal.

Because of appeal provisions, this office can only endorse the application for separation after March 17, 2015 upon all conditions being met (this date is 14 days from the date of this letter + 5 days for mail processing). Approval date listed above is the date that council approved or refused this application). Submission of the application for separation must include an endorsement fee of \$100.00.

Regards,

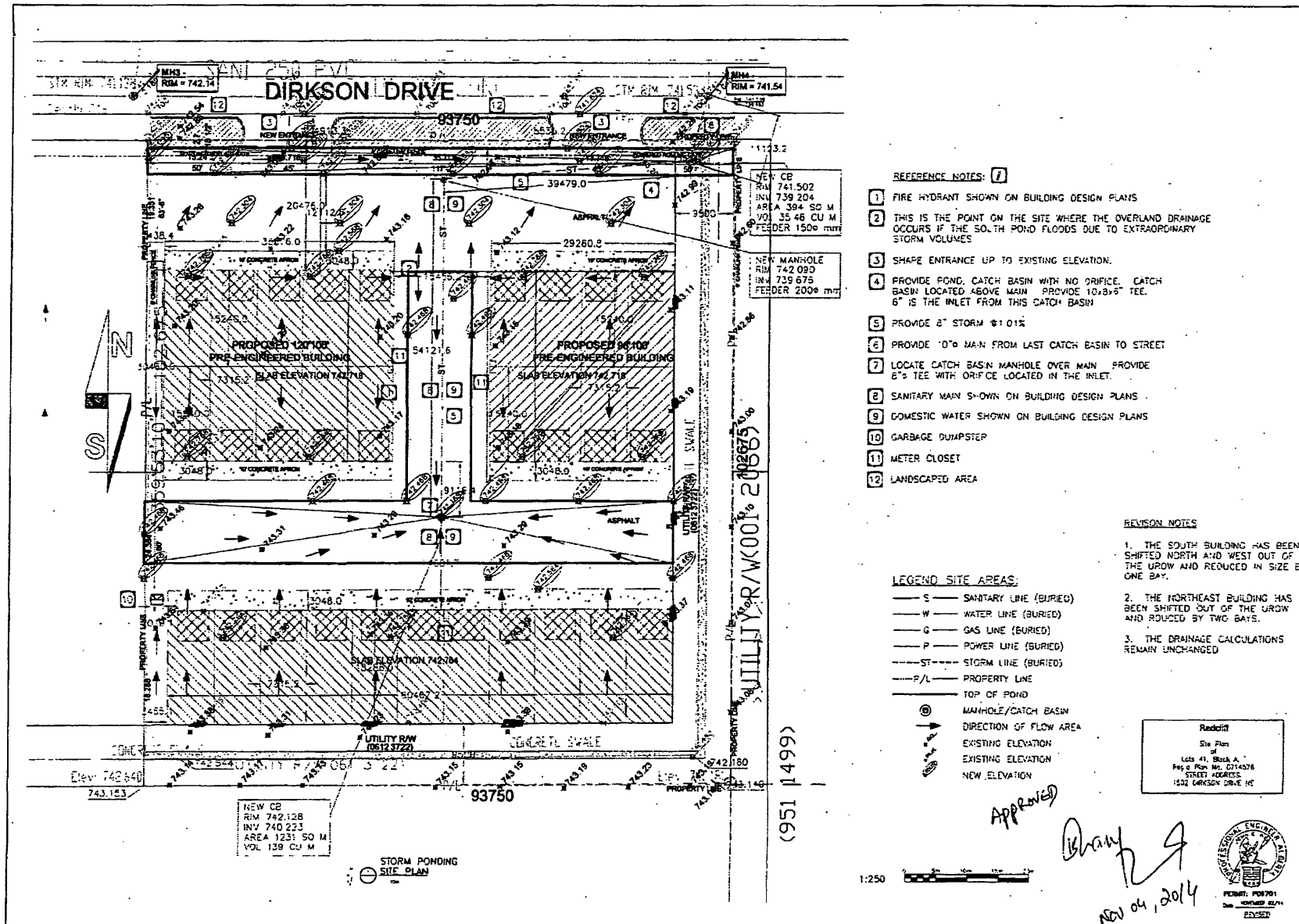


Shanon Simon
Manager of Legislative and Land Services

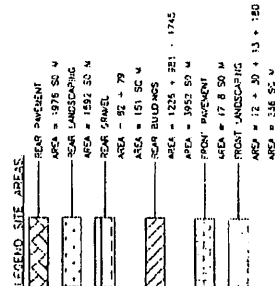
cc: Prairie Rose Regional Division
Telus – Dan Rigby
Shaw Cable – Terry Dousselaere
City of MH Electric Dept. – Brent Smith
City of MH Gas Dept. – Andy Moon
Ben Petch, Planning Consultant
Canada Post

Redcliff Municipal Planning Commission
Redcliff Tax Dept. – Jennifer Kwok
Redcliff Utilities – Jamie Garland
Redcliff Development Officer – Brian Stehr
Manager of Engineering – Khalil Minhas
Municipal Manager – Arlos Crofts
Adjacent Landowners

SCHEDULE "B"
TO THE
DEVELOPMENT AGREEMENT
(name of developer)
SITE DRAINAGE PLAN



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Storm Water Management Calculations

Project: 1912 Division Drive - Rear Building Roof, Porch, and Side Gated

Input Variables

Approximation Based Coefficients

Roofing

Permeable Asphalt

Impervious

Asphalt

Gravel

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Ma, 14.04.2021
Tina
Lena



151311244

151311244 REGISTERED 2015 11 30
CAVE - CAVEAT
DOC 1 OF 1 DRR#: C102881 ADR/APALMER
LINC/S: 0032696338

**ALBERTA GOVERNMENT SERVICES
LAND TITLES OFFICE**

IMAGE OF DOCUMENT REGISTERED AS:

161010002

ORDER NUMBER: 36233605

ADVISORY

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UTILITY RIGHT-OF-WAY AGREEMENT

ZION COMMERCIAL (MEDICINE HAT) LTD. hereinafter called the "Grantor") being the registered owner or entitled to become the registered owner of those certain lands described as:

CONDOMINIUM PLAN 1610119
UNITS 1, 2 AND 4
AND 7,692 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON
PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

(hereinafter called the "Land")

does hereby in consideration of payment of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, give, grant, transfer and make over unto the CITY OF MEDICINE HAT (hereinafter called the "Grantee") the right and privilege of a utility right-of-way on, over and under those portions of the Land, shown as utility rights of way on Registered Utility Right-of-Way Plan Number 1610120 (hereinafter called the "Right-of-Way") for the purpose of digging, putting down, taking up, relaying, connecting, disconnecting, constructing, repairing, replacing, maintaining, inspecting and operating any public utility facility or infrastructure which may include but not necessarily be restricted to infrastructure and lines for the transmission, distribution, transportation, conveyance or disposal of water, sewage, gas, oil, electrical energy, telephone and telecommunication messages, or any one or more of them, together with the usual and ordinary appurtenances thereto (hereinafter called the "Utility Line or Lines") to be constructed on, over or under the Right-of-Way, the said right and privilege being subject to the following terms and conditions which are hereby agreed to by and between the Grantee and the Grantor, namely:

1. The term "Grantee" wherever used hereinafter shall include and shall be interpreted to mean the City of Medicine Hat and the nominees or appointees of the City.
2. The Right-of-Way hereby granted shall be for such length of time as the Utility Line or Lines are required by the Grantee.
3. The Grantee, its officers, employees, servants, agents, workmen, contractors and subcontractors shall have the full and free right and liberty to have ingress and egress to, and to pass and repass on the Right-of-Way, either on foot or by means of vehicles or necessary machines whatsoever, and to remain on the Right-of-Way for all purposes of digging, putting down, taking up, relaying, connecting, disconnecting, constructing, repairing, replacing, maintaining, inspecting and operating the Utility Line or Lines.
4. The Grantee, in carrying out any of the aforesaid operations, shall do so in a good and workmanlike manner and shall cause or do as little damage and inconvenience to the Grantor's interest in the Land as is reasonably practicable, and following any excavations or workings made or done by or on behalf of the Grantee, the Land shall, so far as is reasonably practicable, be restored to its

former condition. The replacement of trees or shrubs, and landscaping other than seeding to grass, is hereby agreed by the parties hereto to be impracticable.

5. The Grantor covenants that it shall not build, erect or maintain nor permit or suffer to be built, erected or maintained on, over or under the Right-of-Way any building, structure, or other improvement of any kind nor change or allow changes to the design or existing surface grades, nor plant or maintain or allow or suffer to be planted or maintained thereon, any trees, shrubs or landscaping which would or could prevent or hinder the exercise by the Grantee of any of the rights herein granted. The Grantor further covenants that there are not as of the date of this Agreement, any buildings, structures or other improvements on, over or under the Right-of-Way or any trees, shrubs or landscaping which would or could prevent or hinder the exercise by the Grantee of any of the rights herein granted.
6. The Grantee agrees to indemnify and save harmless the Grantor, its officers, employees, servants and agents from and against any and all claims, demands, actions, causes of action, suits, costs, (including solicitor and client costs), expense and damages arising out of or attributable to any act or omission of the Grantee or any other person for whom the Grantee is in law responsible, in the exercise of the right and privilege granted under this Agreement.
7. The Grantor agrees to indemnify and save harmless the Grantee, its officers, employees, servants, agents and elected officials from and against any and all claims, demands, actions, causes of action, suits, costs, (including solicitor and client costs), expense and damages arising out of or attributable to any act or omission of the Grantor or any other person for whom the Grantor is in law responsible, in relation to its use or occupancy of the Land.
8. This Right-of-Way, including all the terms and conditions herein contained, is and shall be of the same force and effect and to all intents and purposes as a covenant running with the Land and shall extend to, be binding upon, and enure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto.

IN WITNESS WHEREOF the parties hereto have executed these presents as of the 2 day of Sept, A.D. 2015.

CITY OF MEDICINE HAT

ZION COMMERCIAL (MEDICINE HAT) LTD.

Keith E. (Tech) Clouston
MAYOR: Keith E. (Tech) Clouston

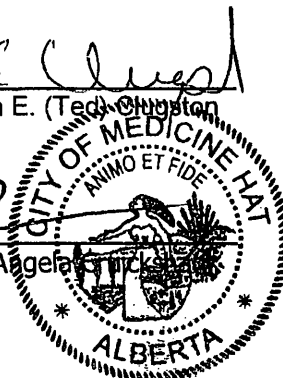
Per: [Signature]

Title: [Signature]

Angela [Signature]
CITY CLERK: Angela [Signature]

Per: [Signature]

Title: [Signature]



CITY OF MEDICINE HAT GAS UTILITY APPROVED	
ENGINEERING	<u>[Signature]</u>
LAND	<u>—</u>
PROJ. MGR.	<u>AM</u>
DEPT. MGR.	<u>[Signature]</u>



161010002

161010002 REGISTERED 2016 01 13
UTRW - UTILITY RIGHT OF WAY
DOC 3 OF 3 DRR#: C108D54 ADR/DMACNEIL
LINC/S: 0037026432 +

RECEIVED	DATE	TIME	BY
161010002	01/13/16	10:00	DMACNEIL

**ALBERTA GOVERNMENT SERVICES
LAND TITLES OFFICE**

IMAGE OF DOCUMENT REGISTERED AS:

161029902

ORDER NUMBER: 36233605

ADVISORY

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CAVEAT FORBIDDING REGISTRATION

TO: The Registrar of the South Alberta Land Registration District

TAKE NOTICE that **ZION COMMERCIAL (MEDICINE HAT) LTD.** of the City of Medicine Hat, in the Province Alberta, claims an interest by way of an unpaid vendor's lien, which is a valid charge against the lands described as follows:

CONDOMINIUM PLAN 161-0119
UNITS 5-25 INCLUSIVE

See Schedule "A" attached
hereto

AND 7424 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

standing in the register in the name of **ZION COMMERCIAL (MEDICINE HAT) LTD.** and it forbids the registration of any person as transferee or owner of, or of any instrument affecting that estate of interest, unless the Certificate of Title is expressed to be subject to its claim. It designates the following address as the place at which notices and proceedings relating hereto may be served:

35 - 7th Street SE, Medicine Hat, Alberta T1A 1J2

IN WITNESS WHEREOF I have hereunto set my name this 5 day of January, A.D. 2015.

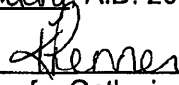

KIPLING B. WIESE
Agent for the Caveator

CANADA)	I, KIPLING B. WIESE, of the City of Medicine Hat
PROVINCE OF ALBERTA)	in the Province of Alberta, Barrister and Solicitor
TO WIT:)	MAKE OATH AND SAY AS FOLLOWS:

1. That I am agent for the above-named Caveator.
2. That I believe 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 porporting to deal therewith.

SWORN before me at the
City of Medicine Hat, in the
Province of Alberta, this 15th
day of January, A.D. 2015.


KIPLING B. WIESE


A Commissioner for Oaths in and for Alberta

Kimberly F. Penner
My Commission Expires
December 7, 2016

SCHEDULE "A"

✓ CONDOMINIUM PLAN 1610119

UNITS 1-4

AND 10000 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON
PROPERTY

EXCEPTING THEREOUT ALL MINES AND MINERALS



161029902

161029902 REGISTERED 2016 01 28

CAVE - CAVEAT

DOC 1 OF 1 DRR#: D083E99 ADR/KCHIASSO

LINC/S: 0037026432 +

**ALBERTA GOVERNMENT SERVICES
LAND TITLES OFFICE**

IMAGE OF DOCUMENT REGISTERED AS:

161102678

ORDER NUMBER: 36233605

ADVISORY

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JOINT UTILITY EASEMENT and ACCESS EASEMENT

WHEREAS:

SEE ATTACHED SCHEDULE FOR LAND DESCRIPTIONS

WHEREAS the parcels are immediately adjoining each other and share common utility servicing, road and other amenities.

AND WHEREAS each Condominium Corporation and the owners shall share access in accordance with the Plan as discussed below and each has an obligation to maintain and repair the utility installations within the Common Property.

AND WHEREAS the City of Medicine Hat being a municipal corporation existing under the laws of the Province of Alberta requires the creation of agreements with respect to the sharing of the utility services, road and other amenities between Condominium Corporations and owners in specific projects.

NOW THEREFORE IN CONSIDERATION OF MUTUAL PREMISES AND THE SUM OF \$1.00 NOW PAID BY ZION COMMERCIAL (MEDICINE HAT) LTD. (THE RECEIPT OF WHICH IS ACKNOWLEDGED) AND FOR THE PROTECTION OF EACH PARCEL AND ITS RESPECTIVE OWNERS, THE PARTIES AGREE AS FOLLOWS:

1. **UTILITY EASEMENT**

Zion Commercial (Medicine Hat) Ltd., as owners of the units and its successors in title, grant to Zion Commercial (Medicine Hat) Ltd. and the Condominium Corporation No. 1610119 and its successors in title, and the subsequent occupants of the Parcels the right and privilege of an easement over and under the said parcels where service lines are located for the purposes of digging, putting down, taking up, relaying, connecting, disconnecting, constructing, repairing, replacing, maintaining, inspecting and operating any public utility facility which may include but not necessarily be restricted to lines for the transmission, distribution, transportation, conveyance or disposal of water, sewage, natural gas, electrical and storm water drainage or any one of more of them, together with the usual and ordinary appurtenances thereto including telephone and cable services (hereinafter called the "Utility Right of Way")

2. Each of the parties, their tenants, contractors, subcontractors, officers, servants, agents and workmen shall have the full and free right and liberty to have ingress to egress to, and to pass and repass on the Utility right-of-way, either on foot or by means of vehicles or necessary machines whatsoever, and to remain on the right-of-way for all purposes of digging, putting down, taking up, relaying, connecting, disconnecting, constructing, repairing, replacing, maintaining, inspecting and operating the Utility line or lines.

3. **GENERAL**

The parties shall in carrying out any of the aforesaid operations do so in a good and workman like manner and cause or do as little damage and inconvenience to the other party and the land as is reasonably practicable and following any excavations or workings shall so far as is reasonably practicable restore the land to its former condition. Replacement of trees or shrubs and landscaping other than seeding to grass is agreed by the parties to be impracticable.

4. Each of the parties covenant that they shall not build, erect or maintain nor permit or suffer to be built, erected or maintained on, over or under either Right-of-Way any building, structure, or other improvement of any kind nor change or allow changes to the design or existing surface grades nor plant or maintain or allow or suffer to be planted or maintained thereof, any trees, shrubs or landscaping which would or could prevent or hinder the exercise by the other party or any of the rights herein granted. The parties covenant that there is not as of the date of this Agreement, any buildings, structures, or other improvements on, over or under the right-of-way or any trees, shrubs or landscaping which would or could prevent or hinder the exercise by the other party of the rights herein granted.
5. In the event, that injury or damage is caused to the utility lines by one of the parties, the said party agrees to indemnify and save harmless the other party, their officers, servants and agents from and against any and all claims, demands, actions, causes of actions, suits, costs including solicitor and client costs, expenses and damages arising out of or attributable to such act or omission.

6. **EASEMENT**

6.1 ACCESS

Zion Commercial (Medicine Hat) Ltd. as owners of the Parcels and its successors in title, grant to Zion Commercial (Medicine Hat) Ltd., and its successors in title, and the subsequent occupants of the Parcels the right and privilege of a Access easement as follows:

- a) The exclusive right license, privilege and easement in fee simple to use and enjoy in common with the Grantor and its servants, agents, tenants, customers, invitees an Access Easement through the Parcels for the benefit of all occupants within each of the Units to cross and recross and gain egress and ingress by vehicles for private parking of private passenger vehicles and by pedestrians passing across any of the subservient lands, but excluding the area of each Unit which are external to any constructed building, thereby including only the paved yard area or parking areas surrounding the improvements on the lands.
- b) The Right-of-Easement shall exclude any Garage Unit or an area designated by the Condo Corporation from time to time, for the exclusive use by any owner for parking or any other purpose, or areas reserved for exclusive use of the Condominium Corporation, on the following terms and conditions:
 - i) The use of the portions of the land designated for vehicle parking or access shall be restricted to ingress and egress by vehicles and parking of non-commercial passenger vehicles and pedestrian access.
 - ii) Subject to Articles 1 hereof, there shall be included in the said grant all things necessary and incidental to the full enjoyment of the rights and privileges hereinbefore specifically granted.
 - iii) No party shall use or permit to be used the roadways or the accessways comprising part of, or hereafter constructed upon, the right-of-way in any manner so as to interfere with the use and enjoyment thereof by any of the parties, and each party shall use and enjoy such roadways and accessways situate or to be situated within 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.
 - iv) The Condominium Corporation, while it is owner of the Lands, shall maintain, repair and keep in good and substantial repair and condition all improvements within, upon or under the right-of-way and keep and maintain the right-of-way free and clear of ice, snow, refuse and dirt.
 - v) The Condominium Corporation shall not erect any buildings, structures or other improvements whatsoever upon, under or over the right-of-way without the approval of 75% of the Owners based upon Unit Factors.
 - vi) 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 hereof.

7. PROJECT AND COST SHARING

Each Owner will share the use of certain road access, and utilities services located within the Access Easement, Common Area, and Utility Easement described above respectively, and will share the costs to maintain and replace these improvements according to unit factor allocations as specified in any Reserve Fund Study Report which may be applicable.

- 8. This Easement including all the terms and conditions herein is and shall be of the same force and effect and to all intents and purposes has a covenant running with the land and shall extend to and be binding upon and enure to the benefit of the heirs executors, successors and assigns of the parties hereto.

9. The terms of this Easement shall not be personally binding upon any such Owner except while the Owner holds title to a Unit.

IN WITNESS WHEREOF, the parties have executed this Agreement effective this 18 day of March, 2016.

ZION COMMERCIAL (MEDICINE HAT) LTD.

(Grantor)

Per: 

ZION COMMERCIAL (MEDICINE HAT) LTD.

(Grantee)

Per: 

LAND DESCRIPTIONS

ONE

CONDOMINIUM PLAN 1610119

UNIT 4

AND 2564 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROEPRTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

TWO

CONDOMINIUM PLAN 1610988

UNIT 5

AND 384 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

THREE

CONDOMINIUM PLAN 1610988

UNIT 6

AND 384 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

FOUR

CONDOMINIUM PLAN 1610988

UNIT 7

AND 384 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

FIVE

CONDOMINIUM PLAN 1610988

UNIT 8

AND 384 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

SIX

CONDOMINIUM PLAN 1610988

UNIT 9

AND 384 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

SEVEN

CONDOMINIUM PLAN 1610988

UNIT 10

AND 384 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

EIGHT

CONDOMINIUM PLAN 1610988

UNIT 11

AND 384 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

NINE

CONDOMINIUM PLAN 1610988

UNIT 12

AND 384 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

TEN

CONDOMINIUM PLAN 1610988

UNIT 13

AND 384 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

ELEVEN

CONDOMINIUM PLAN 1610988

UNIT 14

AND 384 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

TWELVE

CONDOMINIUM PLAN 1610988

UNIT 15

AND 384 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

THIRTEEN

CONDOMINIUM PLAN 1610988

UNIT 16

AND 320 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

FOURTEEN

CONDOMINIUM PLAN 1610988

UNIT 17

AND 320 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

FIFTEEN

CONDOMINIUM PLAN 1610988

UNIT 18

AND 320 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

SIXTEEN

CONDOMINIUM PLAN 1610988

UNIT 19

AND 320 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

SEVENTEEN

CONDOMINIUM PLAN 1610988

UNIT 20

AND 320 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

EIGHTEEN

CONDOMINIUM PLAN 1610988

UNIT 21

AND 320 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

NINETEEN

CONDOMINIUM PLAN 1610988

UNIT 22

AND 320 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

TWENTY

CONDOMINIUM PLAN 1610988

UNIT 23

AND 320 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

TWENTY ONE

CONDOMINIUM PLAN 1610988

UNIT 24

AND 320 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

TWENTY TWO

CONDOMINIUM PLAN 1610988

UNIT 25

AND 320 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS

TWENTY THREE

CONDOMINIUM PLAN 1610988

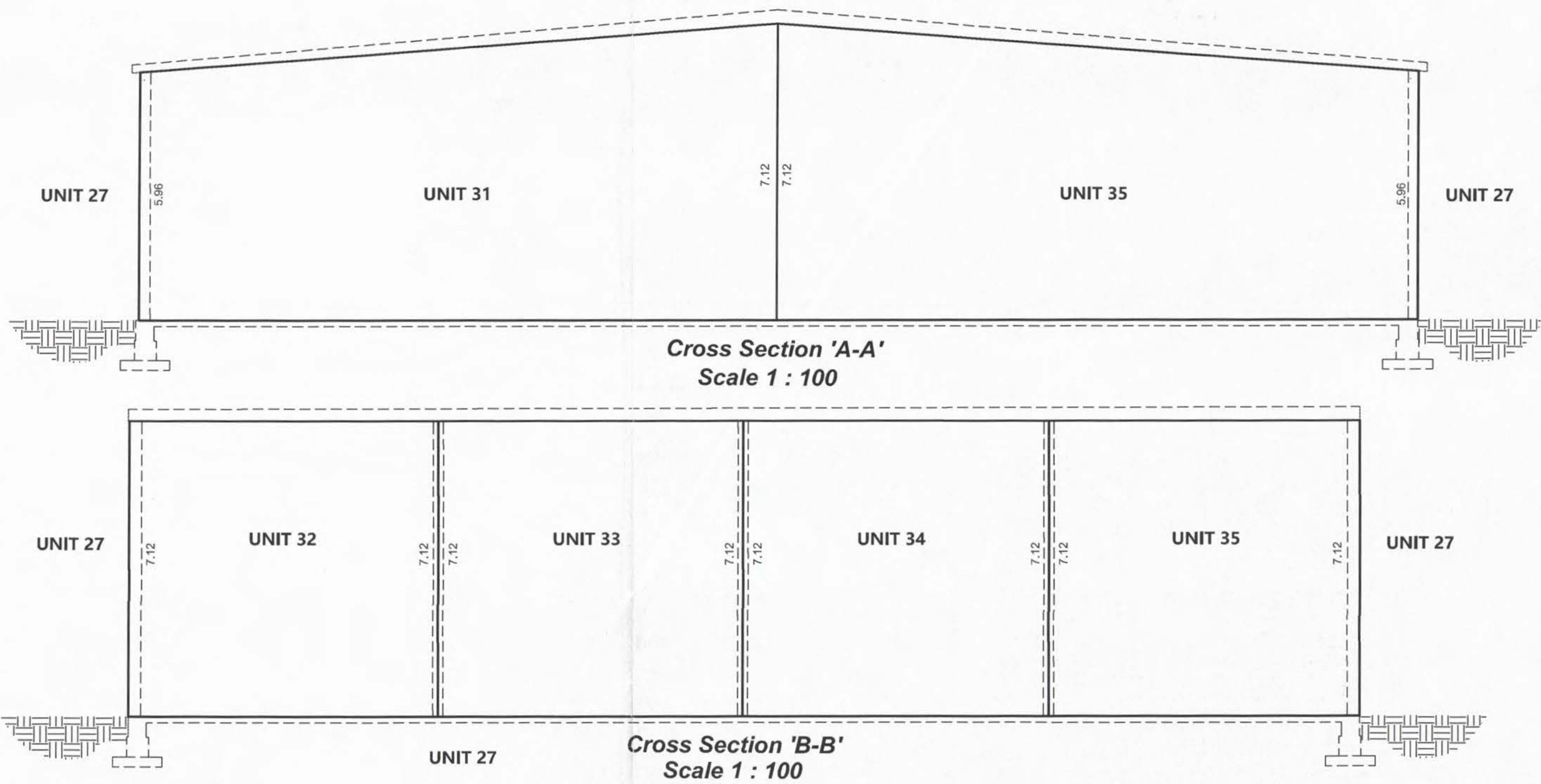
UNIT 26

AND 12 UNDIVIDED ONE TEN THOUSANDTH SHARES IN THE COMMON PROPERTY
EXCEPTING THEREOUT ALL MINES AND MINERALS



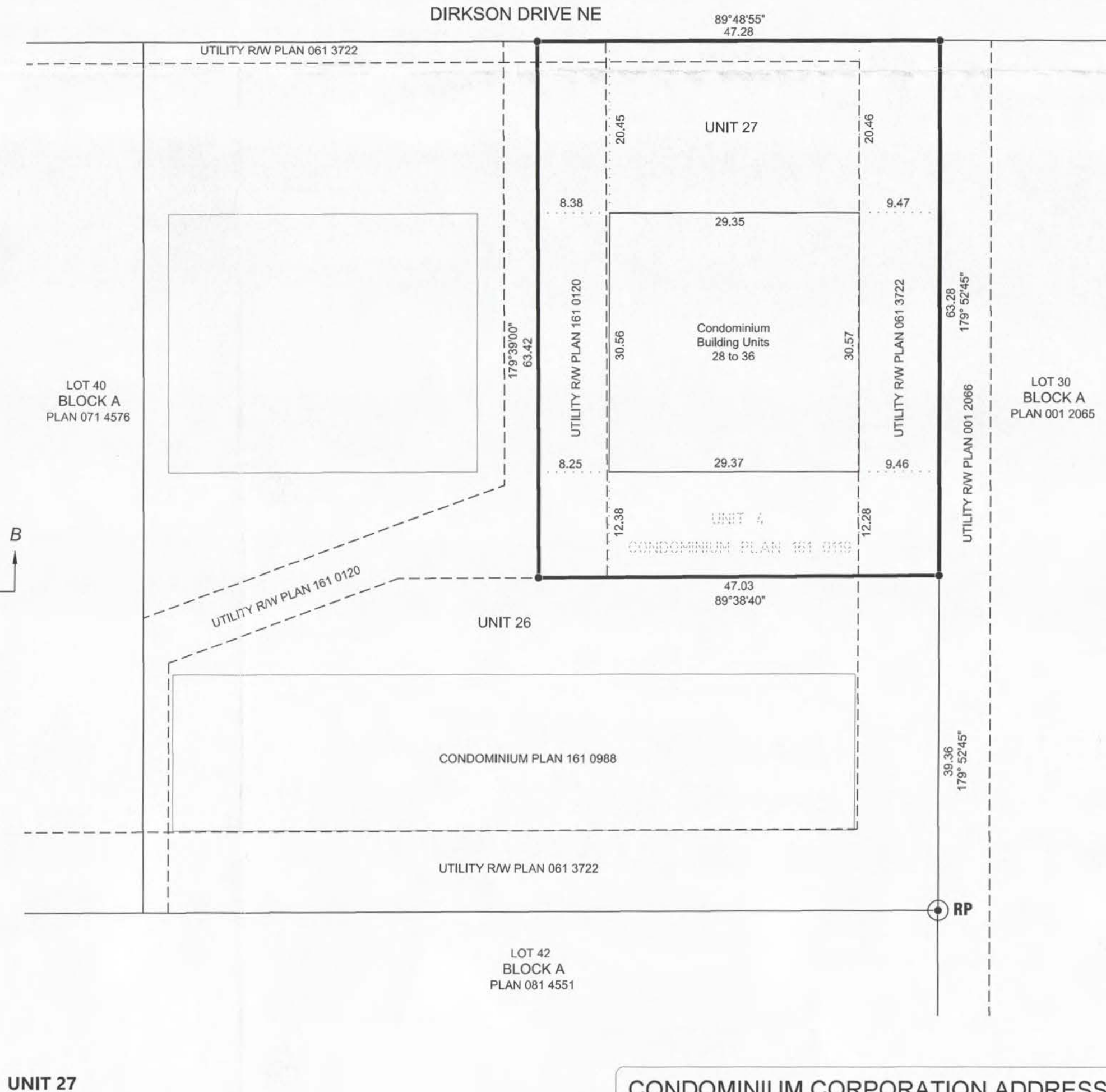
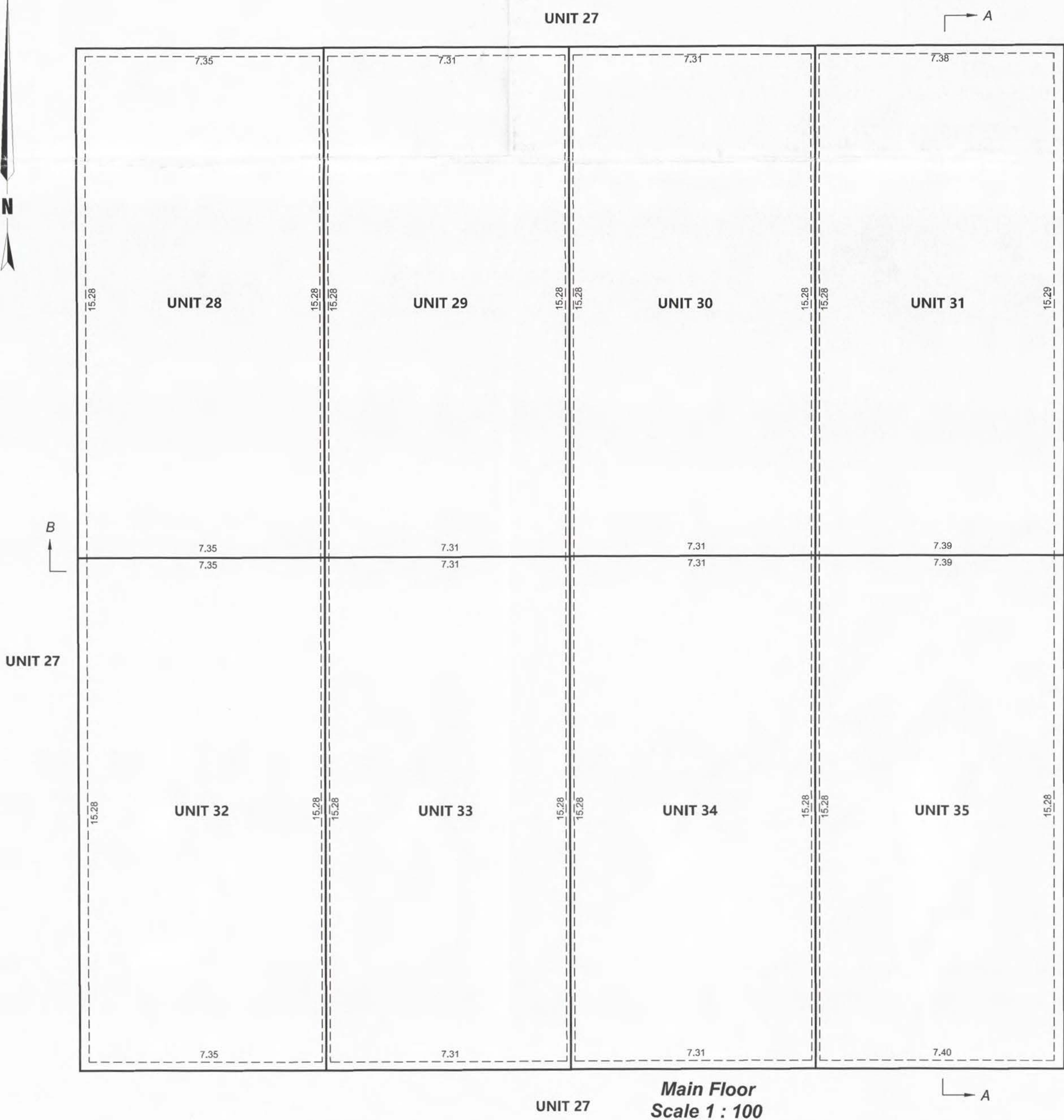
161102678

161102678 REGISTERED 2016 05 02
EASE - EASEMENT
DOC 1 OF 1 DRR#: D0A32AC ADR/KSTANG
LINC/S: 0037026465 +



SCHEDULE OF AREAS AND UNIT FACTORS		
UNIT	UNIT FACTOR	APPROX. FLOOR AREA IN sq.m.
27	4	N/A
28	320	113
29	320	112
30	320	112
31	320	113
32	320	113
33	320	112
34	320	112
35	320	113
Total	2564	N/A

The unit factors for units 28 to 35 are proportional to the floor areas. Unit 27 has been assigned the remaining 4 unit factors.



CONDOMINIUM CORPORATION ADDRESS:
109, 1235 Southview Drive SE
Medicine Hat, Alberta
T1B 4K3

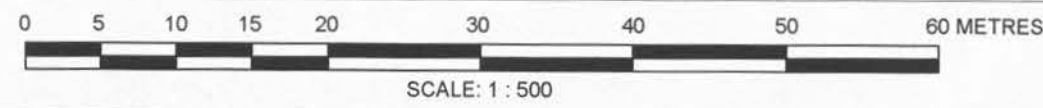
POST TENSIONED CABLES:
This plan is accompanied by a certificate regarding post tensioned cables signed by
Stating there are no post tensioned cables located anywhere on or within the building or the property on which the building is located.

PLAN NO. _____
ENTERED AND REGISTERED
ON _____
INSTRUMENT NO: _____
A.D. REGISTRAR

TOWN OF REDCLIFF

PLAN OF SURVEY
SHOWING
CONDOMINIUM REDIVISION
OF
UNIT 4 AND 2564 UNDIVIDED ONE TEN
THOUSANDTH SHARES IN THE COMMON PROPERTY ALL ON
BARELAND CONDOMINIUM PLAN 161 0119
WITHIN THE
SW 1/4 SEC 16 TWP 13 RGE 6 W4M

ALBERTA
2018



LEGEND
Statutory iron survey post found shown thus and are stamped P235
Statutory iron survey post placed shown thus and are stamped P235
Geo-reference point shown thus RP
5549361 41 N | The Geo-Reference point (RP) is a Fd.I.
16933 42 E | 3TM-NAD 83 (Original) Reference Meridian 111°W

All monuments shown on plan are in good condition unless noted otherwise.
Bearings are 3TM Grid, NAD83 (Original), Reference Meridian 111° West Longitude and are referred to Bareland Condominium Plan 161 0119.
Combined scale used: 0.999790
Area affected by the registration of this plan shown bounded thus and contains 0.299 ha
Condominium Unit boundaries are shown thus
The boundaries of Units 28 to 35 inclusive are:
Floor and Ceiling: The boundaries are as stipulated in Section 9(1) of the Condominium Property Act.
Exterior Walls where adjacent to Unit 27: The boundary is the exterior face of wall and production thereof and are shown thus
Demising walls between Units: The boundary is centerline of walls and are shown thus
Where walls do not exist: The vertical plane as defined by the distances shown and illustrated on this plan and are shown thus
Internal Unit measurements shown refer to Unit boundaries at floor level and are an indication of the Unit size as derived from architectural plans and confirmed by field measurements.
All areas not designated as part of Units 28 to 35 inclusive are part of Unit 27.
Unit 27 is for common usage and boundaries are defined by the position of monuments placed pursuant to the Surveys Act and are coincidental to the boundaries of Units 28 to 35.
All building location dimensions are perpendicular to the property lines unless otherwise shown.
All building location dimensions and exterior building dimensions are to the exterior of the concrete foundation wall as shown.
Unit numbers are shown thus: UNIT 22
Cross sections are shown at random and are not necessarily the same throughout.
See Details for Unit dimensions and Cross Sections.
Condominium Plan is comprised of:
1 Common Property Unit and 8 Building Units
Drawing is grid, distances are ground.

ABBREVIATIONS	
A Arc	No Number
ag Above Ground	NT Non-Tangential
ALS Alberta Land Surveyor	(NTS) Not to Scale
ARW Access Right of Way	ODRW Overland Drainage R/W
ASCM Alberta Survey Control Marker	P Brass Cap
C Short Curve	Pit 4 Pits
C of T Certificate of Title	Pl Placed
calc calculated	Pos Position
CB Chord Bearing	PIL Pipeline
ck m check measured	PUL Public Utility Lot
cs counter sunk	R Radius
E East	Re-est Re-established
ER Environmental Reserve	Ref Reference
Est Established	Res Restored
Fd Found	RGE Range
GNSS Global Navigation Satellite System	R/W Right of Way
ha Hectare	(R) Radial
I Statutory Iron Post	S South
L Short Line	SEC Section
M Mound or Meridian	TCO Top Cut Off
Mk Mark	TWP Township
Mkd Marked	URW Utility R/W
Mp Marker Post	W West
M/R Municipal Reserve	UTM Universal Transverse Mercator
N North	3TM 3° Transverse Mercator
NAD North American Datum	Δ Central Angle of Curve

SURVEYOR
LESLIE MEHRER, A.L.S.
Surveyed between the dates of August 22, 2018 and September 25, 2018
in accordance with the provisions of the Surveys Act.

ALBERTA LAND SURVEYORS ASSOCIATION
P235
GLOBAL RAYMAC SURVEYS INC.

APPROVING AUTHORITY
Name: Town of Redcliff
File No: _____

REGISTERED OWNERS
Zion Commercial (Medicine Hat) Ltd.

Date: 17 October 2018
Job No. 18MX0026
File No. 18MX0026-CONDO

GLOBAL RAYMAC SURVEYS INC.
124, 1310 Kingsway Ave SE Medicine, Alberta T1A 2Y4
Ph: 403.526.63005 www.globalraymac.ca

Surveyed by: SS Drawn by: LF Checked by: TF