



TOWN OF COALDALE
APPLICATION FOR A
LAND USE BYLAW AMENDMENT

Date of Application: October 28, 2024

Bylaw No.

677-P-04-13

Date Deemed Complete: _____

IMPORTANT NOTE: Although the Designated Officer is in a position to advise on the principle or details of any proposals, such advice must not be taken in any way as official consent.

A refusal is **not** appealable and a subsequent application for amendment involving the same lot and/or the same or similar use may not be made for at least 6 months after the date of refusal.

APPLICANT INFORMATION

Name of Applicant: 1st Choice Savings and Credit Union Ltd.

Mailing Address: 45 Fairmont Blvd S

Phone: 403-329-7625

City: Lethbridge, AB T1K 1T1

Phone (alternate): _____

Postal Code: _____

Fax: _____

Email: jsentes@1stchoicesavings.ca

Check this box if you would like to receive documents through email

Is the applicant the owner of the property?

Yes

No

IF "NO" please complete box below

Name of Owner: 2546500 Alberta Ltd.

Phone: 403-399-2589

Mailing Address: Attn: Gurwinder Singh

Applicant's interest in the property:

20 Cityside Park NE

Agent

Calgary, AB

Contractor

T3N 0X2

Tenant

Other Prospective Purchaser

PROPERTY INFORMATION

Municipal Address: 2511 - 21st Avenue, Coaldale, Alberta

Legal Description: Lot(s) 71 Block 2 Plan 0712984

OR Quarter _____ Section _____ Township _____ Range _____

AMENDMENT INFORMATION

What is the proposed amendment?

Text Amendment

Land Use Redesignation

IF TEXT AMENDMENT:

For text amendments to the *Land Use Bylaw*, attach a description including:

- the section to be amended;
- the change(s) to the text; and
- reasons for the change(s).

IF LAND USE REDESIGNATION:

Current Land Use Designation:

C-2

Proposed Land Use Designation (if applicable):

C-1

Map Attached

Please attach a descriptive narrative detailing:

- the proposed designation and future land use(s);
- if and how the proposed redesignation is consistent with applicable statutory plans;
- the compatibility of the proposal with surrounding uses and zoning;
- the development suitability or potential of the site, including identification of any constraints and/or hazard areas (e.g. easements, soil conditions, topography, drainage, etc.);
- availability of facilities and services (sewage disposal, domestic water, gas, electricity, fire and police protection, schools, etc.) to serve the subject property while maintaining adequate levels of service to existing development; and
- any potential impacts on public roads.

In addition to the descriptive narrative, an Area Structure Plan or Conceptual Design Scheme may be required in conjunction with this application where deemed appropriate by Council.

DECLARATION OF APPLICANT/AGENT

The information given on this form is full and complete and is, to the best of my knowledge, a true statement of the facts in relation to the application. I also consent to an authorized person designated by the municipality to enter upon the subject land and buildings for the purpose of an inspection during the processing of this application.

1st Choice Savings & Credit Union Ltd.

Per:

APPLICANT



2546500 Alberta Ltd.

Per:

 Gurwinder Singh

10/24/24

Registered Owner (if not the same as applicant)

FOIP Notification: Your name, home phone number, home address and postal code are collected under the authority of section 33(c) of the Freedom of Information and Protection of Privacy Act. This information will be used in the administration of Town of Coaldale programs. If you have any questions about this collection, contact the FOIP Coordinator, Town of Coaldale, 1920-17th Street, T1M 1M1 or 403-345-1300.

TERMS:

1. **Although the Designated Officer is in a position to advise on the principle or details of any proposals, such advice must not be taken in any way as official consent, and is without prejudice to any decision in connection with the formal application. It must be clearly understood that any action taken by the applicant before a Development Permit is received, is their own risk.**
2. **Plans and drawings, in sufficient detail to enable adequate consideration of the application, must be submitted in duplicate with this application, together with a plan sufficient to identify the land. Plans and drawings should be on a scale appropriate to the Development. However, unless otherwise stipulated, it is not necessary for plans and drawings to be professionally prepared.**
3. **Pursuant to the Municipal Development Plan, an Area Structure Plan may be required by Council before a decision is made.**
4. **The designated Officer may request additional diagrams, reports or other information to be provided by the applicant in order to assist in evaluating the application.**

**DESCRIPTIVE NARRATIVE ATTACHED TO AND FORMING A PART OF THE
APPLICATION FOR A LAND USE BYLAW AMENDMENT
DATED OCTOBER ____, 2024,
SUBMITTED BY 1ST CHOICE SAVINGS AND CREDIT UNION LTD., AS APPLICANT, AND
BY 2546500 ALBERTA LTD., AS REGISTERED OWNER**

1. The proposed Land Use Designation is C-1 Commercial, to accommodate the proposed construction and operation of a credit union branch, drive-through banking facility and staff and customer parking.
2. The current Land Use Designation is C-2 Highway Commercial. Financial Institution is neither a Permitted Use nor a Discretionary Use under Land Use Designation C-2 Highway Commercial. Financial Institution is a Permitted Use under Land Use Designation C-1 Commercial.
3. The surrounding businesses/properties in the immediate area include (see attached map):

Civic Address	Legal Desc.	Current Zoning	Name and Type of Business
2511 – 21 Avenue	0712984;2;71	C-2 (proposed: C-1)	Bare Land – proposed business – Financial Banking Institution (In Branch and Drive Through)
2104 Land O'Lakes Drive	1712080;5;6	C-1	Land O Lakes Dental – Dentist Office
2108 Land O'Lakes Drive	1712080;5;7	C-1	Bare Land
2515 – 21 Avenue	0712984;2;70	C-2	Fas Gas – Gas Station and Convenience Store
2507 – 21 Avenue	0913811;2;72	C-2	KFC/The Chopped Leaf/barBurrito – Food/Dining Establishments
2512 – 21 Avenue	0614166;3;1	C-2	NC Spirits – Alcohol Beverage Retailer
2516 – 21 Avenue	0812006;3;2	C-2	Tim Hortons – Food/Dining Establishment (Drive Through)
2608 – 21 Avenue	1511987;4;2	Multiple Land Use	McDonald's – Food/Dining Establishment (Drive Through)
2705 – 21 Avenue	1511987;5;4	Multiple Land Use	Coaldale Canadian Reformed Church
2805 – 21 Avenue	1612081;5;5	C-2	Home Hardware – Hardware Goods and Building Centre

4. Registered Easements (copies attached):

Instrument	Comments
071 274 881	Grantee: Town of Coaldale Description: Utility Easement (electricity, water, sewer, other utility lines including telephone, gas, TV, cable and other)
081 159 104	Grantee: Town of Coaldale Description: Ass above re: 071 274 881
111 164 499	Parties: 358178 Alberta Ltd. and Tollestrup Construction (2005) Ltd. Description: Mutual access easement between owners now and in the future, of the Property and adjacent lands described as Plan 0712984, Block 2, Lot 70
231 296 645	Parties: 1084906 Alberta Ltd. and West Coaldale Properties Inc. Description: Mutual access easement between owners, now and in the future, of the Property and adjacent lands described as Plan 0712984, Block 2, Lot 72

5. Services and Compatibility:

The Applicant submits that the intended use of the Property for the provision of financial services does not interfere with neighbouring businesses and that the modest increase in traffic may draw additional customers to those businesses.



LAND TITLE CERTIFICATE

S
LINC SHORT LEGAL
0034 013 516 0712984:2:71

TITLE NUMBER
241 062 800

LEGAL DESCRIPTION

PLAN 0712984

BLOCK 2

LOT 71

CONTAINING 0.527 HECTARES (1.3 ACRES) MORE OR LESS
EXCEPTING THEREOUT:

HECTARES (ACRES) MORE OR LESS

A) PLAN 0913811 SUBDIVISION

0.231 0.57

EXCEPTING THEREOUT ALL MINES AND MINERALS

ATS REFERENCE: 4:20:9:10:NW

ESTATE: FEE SIMPLE

MUNICIPALITY: TOWN OF COALDALE

REFERENCE NUMBER: 111 224 077

241 062 800 01/03/2024 TRANSFER OF LAND \$476,000 CASH & MORTGAGE

CONTENTS

2546500 ALBERTA LTD.
OF 20 CITYSIDE PARK NE
CALGARY
ALBERTA T3N 0X2

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION		NUMBER	DATE (D/M/Y)	PARTICULARS
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071 274 881 04/06/2007 UTILITY RIGHT OF WAY
GRANTEE - THE TOWN OF COALDALE.
AS TO PORTION OR PLAN: 0712985

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 2
241 062 800

REGISTRATION

NUMBER DATE (D/M/Y) PARTICULARS

081 156 755 30/04/2008 CAVEAT
RE : RESTRICTIVE COVENANT

081 159 104 01/05/2008 UTILITY RIGHT OF WAY
GRANTEE - THE TOWN OF COALDALE.
AS TO PORTION OR PLAN:0812207

101 314 385 26/10/2010 CAVEAT
RE : RESTRICTIVE COVENANT

111 164 499 30/06/2011 CAVEAT
RE : EASEMENT

231 296 645 28/09/2023 EASEMENT
PORTION DESCRIBED
OVER AND FOR BENEFIT OF:
SEE INSTRUMENT

241 062 801 01/03/2024 MORTGAGE
MORTGAGEE - SERVUS CREDIT UNION LTD.
151 KARL CLARK ROAD NW
EDMONTON
ALBERTA T6N1H5
ORIGINAL PRINCIPAL AMOUNT: \$240,000

241 062 802 01/03/2024 CAVEAT
RE : ASSIGNMENT OF RENTS AND LEASES
CAVEATOR - SERVUS CREDIT UNION LTD.
151 KARL CLARK ROAD NW
EDMONTON
ALBERTA T6N1H5
AGENT - GINA L TONI

TOTAL INSTRUMENTS: 008

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN
ACCURATE REPRODUCTION OF THE CERTIFICATE OF
TITLE REPRESENTED HEREIN THIS 18 DAY OF
SEPTEMBER, 2024 AT 02:17 P.M.

ORDER NUMBER: 51655582

CUSTOMER FILE NUMBER: Brent



END OF CERTIFICATE

(CONTINUED)

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.

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ALBERTA GOVERNMENT SERVICES LAND TITLES OFFICE

IMAGE OF DOCUMENT REGISTERED AS:

071274881

ORDER NUMBER: 51685526

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-1-

EASEMENT AGREEMENT made this _____ day of _____ A.D., 2007.

BETWEEN: Waterfront Land Corp.
of 1726 St. Andrew Road North in the
City of Lethbridge
in the Province of Alberta T1H 4L8

(hereinafter called "the Grantor")

OF THE FIRST PART,

- and -

Town of Coaldale
of 1920 - 17 Street in the
Town of Coaldale
in the Province of Alberta T1M 1M1

(hereinafter called "the Grantee")

OF THE SECOND PART

WHEREAS the Grantor is the registered owner of all that certain piece or parcel of land lying and being in the Province of Alberta, and more particularly described as follows:

Plan 071-2984
Block 2
Lots 11 to 21 incl.
Lots 23 to 51 incl.
Lot 53 to 68 incl. & Lots 70 & 71

Excepting thereout all mines and minerals

(Hereinafter called the "Grantor's Land")

AND WHEREAS the Grantee desires to construct or maintain electrical padmount transformers, electric transmission lines, water, sewer or other utility lines (including telephone, gas, television cable and other utilities of the Town's appointees) over, across, under or through a portion of the said lands for the purpose of providing utility service to these and other lands in the Town of Coaldale;

-2-

AND WHEREAS the Grantor has agreed that such utility may be constructed and maintained over, across, under or through the said lands for the purposes aforesaid and that such storm water may be temporarily stored over, across or through said lands for the compensation hereinafter set forth;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the sum of ONE (\$1.00) DOLLAR paid by the Grantee to the Grantor (the receipt of which the Grantor doth hereby acknowledge), and of the covenants, conditions and stipulations herein contained, the Grantor will and does hereby grant to the Grantee a Utility Right of Way Easement over, across, under and through those portions of the said lands set forth and described as shown on Utility Right-of-Ways 071 2985

Excepting thereout all mines and minerals

(hereinafter called "the said Easement").

1. THE GRANTOR COVENANTS AND AGREES WITH THE GRANTEE:

- (a) That upon execution of this Agreement and at all times thereafter, the Grantee or nominees or appointees of the Town, may enter upon and occupy the said Easement with its agents, servants, workmen and contractors, and with or without vehicles, machinery and equipment for the purposes aforesaid.
- (b) That it will not erect any buildings or structures upon, over or under the said Easement without the consent of the Grantee.
- (c) That the Grantee, performing and observing the covenants and conditions herein contained, shall peaceably hold and enjoy all the rights, privileges, liberties and covenants hereby granted without any hindrance and interruptions from the Grantor or any person or persons claiming by, through, under or in trust for them or any person or persons whatsoever.
- (d) That the Grantor will not grant to any person, firm or corporation, other than the Grantee, any Easement, Licence, or Right-of-Entry to or affecting the said Easement.

2. THE GRANTEE COVENANTS AND AGREES WITH THE GRANTOR;

- (a) The Grantee, in carrying out such operations will do so in workmanlike manner so as to minimize the damage and inconvenience to the Grantor, owner or occupier of the said land and any excavations or workings the Grantee makes shall, so far as is reasonably practicable, be restored to their former condition. The replacement of trees, shrubs and landscaping other than grass is not practical and not permitted over the easement and the Grantee is under no obligation for liability for replacement of such
- (b) That nothing herein contained shall be deemed to vest in the grantee any right, title or interest in any mines or minerals in and under the said Easement except only the parts thereof that are necessary to be dug, carried away, or used in the construction and maintenance or repair of the utility or works of the Grantee.

-3-

3. THE GRANTOR AND GRANTEE MUTUALLY COVENANT AND AGREE WITH EACH OTHER:

- (a) That this agreement shall run with the lands and enure to the benefit of and shall be binding upon the respective heirs, executors, administrators, successors and assigns of the parties hereto.
- (b) That whenever the singular or masculine pronouns are used throughout the Agreement the same shall be construed as meaning the plural, the feminine or the neuter where the context or the parties hereto so require.
- (c) That this Agreement and the covenants herein contained are and shall be covenants running with the land.
- (d) Upon discontinuance of the use of the said Easement and of the exercise of the rights hereby granted, the Grantee shall restore the said Easement to the same condition, so far as may be practicable so to do, as the same was in prior to entry thereon by the Grantee, and any portion of the utility not removed from the said Easement upon such discontinuance shall become the property of the Grantor, and the said Easement shall thereupon terminate and the Grantee shall discharge said Easement from the said Lands.

IN WITNESS WHEREOF the Grantor and the Grantee have caused their Corporate Seals to be affixed, authenticated by the signatures of their respective proper officers, the day, month and year first above written.

GRANTOR: WATERFRONT LAND CORP.



GRANTEE: TOWN OF COALDALE



068858easementB



071274881 REGISTERED 2007 05 04
UTRW - UTILITY RIGHT OF WAY
DOC 3 OF 6 DRR#: 2377337 ADR/DMACNEIL



ALBERTA GOVERNMENT SERVICES LAND TITLES OFFICE

IMAGE OF DOCUMENT REGISTERED AS:

081159104

ORDER NUMBER: 51670741

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-1-

EASEMENT AGREEMENT made this 27 day of March A.D., 2008.

BETWEEN: Waterfront Land Corp.
of 1726 St. Andrew Road North
in the City of Lethbridge
in the Province of Alberta T1H 4L8

(hereinafter called "the Grantor")

OF THE FIRST PART,

- and -

The Town of Coaldale
a Municipal Corporation
of 1920 - 17 Street
In the Town of Coaldale
in the Province of Alberta T1M 1M1

(hereinafter called "the Grantee")

OF THE SECOND PART

WHEREAS the Grantor is the registered owner of all that certain piece or parcel of land lying and being in the Province of Alberta, and more particularly described as follows:

Plan 0614166
Block 5
Lot 1
Excepting thereout all mines and minerals

Plan 0712984
Block 2
Lots 70 & 71
Excepting thereout all mines and minerals

(Hereinafter called "the said lands")

AND WHEREAS the Grantee desires to construct or maintain electrical padmount transformers, electric transmission lines, other utility lines (including telephone, gas, television cable and other utility of the Town's appointees) over, across, under or through a portion of the said lands for the purpose of providing utility service to these and other lands in the Town of Coaldale;

AND WHEREAS the Grantor has agreed that such utility may be constructed and maintained over, across, under or through the said lands for the purposes aforesaid

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the sum of ONE (\$1.00) DOLLAR paid by the Grantee to the Grantor (the receipt of which the Grantor doth hereby acknowledge), and of the covenants, conditions and stipulations herein contained, the Grantor will and does hereby grant to the Grantee a Utility Right of Way Easement over, across, under and through those portions of the said lands set forth and described as shown on Utility Right-of-Way Plan 081 2207

Excepting thereout all mines and minerals

(hereinafter called "the said Easement").

1. THE GRANTOR COVENANTS AND AGREES WITH THE GRANTEE:

- (a) That upon execution of this Agreement and at all times thereafter, the Grantee or nominees or appointees of the Town, may enter upon and occupy the said Easement with its agents, servants, workmen and contractors, and with or without vehicles, machinery and equipment for the purposes aforesaid.
- (b) That it will not erect any buildings or structures upon, over or under the said Easement without the consent of the Grantee.
- (c) That the Grantee, performing and observing the covenants and conditions herein contained, shall peaceably hold and enjoy all the rights, privileges, liberties and covenants hereby granted without any hindrance and interruptions from the Grantor or any person or persons claiming by, through, under or in trust for them or any person or persons whatsoever.
- (d) That the Grantor will not grant to any person, firm or corporation, other than the Grantee, any Easement, Licence, or Right-of-Entry to or affecting the said Easement.

2. THE GRANTEE COVENANTS AND AGREES WITH THE GRANTOR:

- (a) That it will maintain and operate the said Utility Right-of-Way in a proper and workmanlike manner in accordance with good engineering practice.
- (b) That it will compensate to the Grantor for any and all damage that may be done to any building, fence or growing plants belonging to the Grantor, and arising out of, or by reason of, or in the course of construction, maintenance, and operation and repair and/or replacement and renewal of the said utility and appurtenances necessarily incidental thereto, PROVIDED THAT the Grantee shall not be liable for any damage caused through interference by anyone other than the Grantee, its officers, agents, or employees or persons acting under the authority of the Grantee, with any utility or works laid or constructed on the said Easement.
- (c) That nothing herein contained shall be deemed to vest in the grantee any right, title or interest in any mines or minerals in and under the said Easement except only the parts thereof that are necessary to be dug, carried away, or used in the construction and maintenance or repair of the utility or works of the Grantee.

3. THE GRANTOR AND GRANTEE MUTUALLY COVENANT AND AGREE WITH EACH OTHER:

- (a) That this agreement shall run with the lands and enure to the benefit of and shall be binding upon the respective heirs, executors, administrators, successors and assigns of the parties hereto.
- (b) That whenever the singular or masculine pronouns are used throughout the Agreement the same shall be construed as meaning the plural, the feminine or the neuter where the context or the parties hereto so require.
- (c) That this Agreement and the covenants herein contained are and shall be covenants running with the land.
- (d) Upon discontinuance of the use of the said Easement and of the exercise of the rights hereby granted, the Grantee shall restore the said Easement to the same condition, so far as may be practicable so to do, as the same was in prior to entry thereon by the Grantee, and any portion of the utility not removed from the said Easement upon such discontinuance shall become the property of the Grantor, and the said Easement shall thereupon terminate and the Grantee shall discharge said Easement from the said Lands.

IN WITNESS WHEREOF the Grantor and the Grantee have caused their Corporate Seals to be affixed, authenticated by the signatures of their respective proper officers, the day, month and year first above written.

GRANTOR: WATERFRONT LAND CORP.



GRANTEE: TOWN OF COALDALE



081159104 REGISTERED 2008 05 01 091159104
JTRW - UTILITRY RIGHT OF WAY 0032448152 +
DOC 2 OF 2 DRR#: B0288FC ADR/KSTA
LINC/S:

081159104 REGISTERED 2008 05 01 UTRW - UTILITRY RIGHT OF WAY
DOC 2 OF 2 DRR# : B0288FC ADR/KSTANG
LINC/S: 00324A8162 +



ALBERTA GOVERNMENT SERVICES LAND TITLES OFFICE

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CAVEAT FORBIDDING REGISTRATION

TAKE NOTICE that 358178 ALBERTA LTD. of 1220 - 20th Coaldale, Alberta T1M 1A4, as Caveator, claims an interest in the lands legally described as follows, being the Servient Tenement, pursuant to an Access Easement Agreement as entered into with the owner thereof, TOLLESTRUP CONSTRUCTION (2005) LTD. dated the 2nd day of June, 2011, a copy of which is annexed hereto, which provides inter alia for shared vehicular access for the benefit of the land hereinafter described as the Dominant Tenement from the land hereinafter described as the Servient Tenement as well as shared vehicular access from the Dominant Tenement to the Servient Tenement:

The Servient Tenement:

LOT 71, BLOCK 2, PLAN 0712984
CONTAINING 0.527 HECTARES (1.3 ACRES) MORE OR LESS
EXCEPTING THEREOUT:
PLAN NUMBER HECTARES(ACRES) MORE OR LESS
SUBDIVISION 0913811 0.231 (0.57)
EXCEPTING THEREOUT ALL MINES AND MINERALS

The Dominant Tenement:

LOT 70, BLOCK 2, PLAN 0712984
EXCEPTING THEREOUT ALL MINES AND MINERALS
AREA: 0.243 HECTARE (0.6 ACRES) MORE OR LESS

AND FURTHER TAKE NOTICE that the Caveator claims all rights, estates and interests granted to the Caveator as aforesaid or arising from the said Access Easement Agreement or any or all of the terms or provisions thereof, whether or not the same are set out or referred to above, the Servient Tenement, being described in Certificate of Title # 101158864+6, standing in the register in the name of TOLLESTRUP CONSTRUCTION (2005) LTD. and the Dominant Tenement being described in Certificate of Title #101314397, standing in the register in the name of 358178 ALBERTA LTD. and the Caveator forbids the registration of any person as transferee or owner of, or of any instrument affecting the said rights, estates and interests or any of them, unless the instrument or certificate of title, as the case may be, is expressed to be subject to its claim.

The Caveator appoints the following address as the place at which notices and proceedings relating hereto may be served: 1220 - 20th Coaldale, Alberta T1M 1A4 /

IN WITNESS WHEREOF the Caveator has subscribed its name this 20 day of June, 2011.

358178 ALBERTA LTD.

Per:

LEONARD D. FAST (Agent)

THIS AGREEMENT MADE EFFECTIVE THIS 2 DAY OF ^{June} APRIL, 2011.

BETWEEN:

358178 ALBERTA LTD.
(hereinafter referred to as "358178")

-and-

TOLLESTRUP CONSTRUCTION (2005) LTD.
(hereinafter referred to as "Tollestrup")

WHEREAS 358178 is the registered owner of the lands as set out in Schedule A hereto being hereinafter referred to as "Parcel A".

AND WHEREAS Tollestrup is the registered owner of the lands as set out in Schedule A hereto being hereinafter referred to as "Parcel B".

AND WHEREAS Parcel A and Parcel B are adjacent to each other and the parties hereto wish to provide for free and uninterrupted access from Parcel A to Parcel B and from Parcel B to Parcel A.

AND WHEREAS the parties hereto wish to secure for themselves, their successors and assigns, customers of the businesses located on and owners and occupants of Parcel A and Parcel B, an easement, right and privilege for free and uninterrupted access as between Parcel A and Parcel B subject to the terms, conditions and restrictions contained herein.

NOW THEREFORE in consideration of the sum of TEN (\$10.00) DOLLARS now paid by each party to the other party hereto and the mutual terms herein and the other good and valuable consideration as hereinafter set out, the receipt and sufficiency whereof is hereby acknowledged, the parties hereto do covenant and agree with each other as follows:

1. The parties hereto shall:

- (a) permit free and uninterrupted access as between Parcel A and Parcel B.
- (b) not fence or otherwise block off any portion of the Access as between Parcel A and Parcel B;

it being understood that the parties shall be entitled to construct buildings on their respective parcels as they deem advisable, provided however that they shall provide for lanes for pedestrian and vehicular passage as between Parcel A and Parcel B.

2. The parties hereto grant to each other an easement over and upon their respective parcels for the purposes as aforesaid.

3. That any provision herein found or made void or unenforceable by any Court of Law shall not void or render unenforceable the remaining provisions hereof.

4. Any dispute pursuant to any term hereof which cannot be resolved as otherwise provided herein shall be referred to arbitration subject to the following terms:

- (a) a single arbitrator shall be appointed if the parties in dispute agree upon one, otherwise, one arbitrator shall be appointed by each of the conflicting parties and such arbitrators so appointed shall appoint a further arbitrator before the business of arbitration is entered upon;
- (b) the award or determination of such Arbitrator or majority of Arbitrators shall be binding upon the conflicting parties;
- (c) if one of the parties refuses or neglects to name an arbitrator within 10 days written notice so to do as given by one party to the other party then the party providing the notice shall be free to name the arbitrator for the other party and such choice shall be binding upon the other party;
- (d) the business of arbitration shall be completed as quickly as is reasonably possible;
- (e) the cost of the arbitration shall be apportioned equally between the parties hereto;
- (f) there shall be no appeal of the decision of the Arbitrator(s) to a Court.

5. The rights and obligations granted hereunder shall not be extinguished in the event that title to or ownership of either Parcel A or Parcel B shall be vested in any other person(s) or corporation(s) and shall extend to and enure to the benefit of and be binding upon the respective successors and assigns of the parties hereto and that where the context so requires any reference to the plural number shall also include the singular number or vice versa as the context may require.

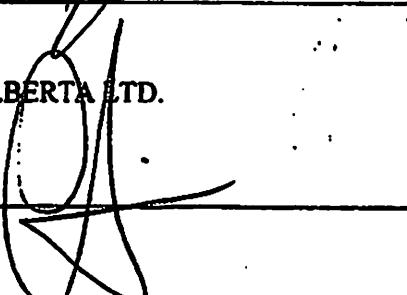
6. That the rights and privileges granted herein shall run with and be legally annexed to the titles of both Parcel A and Parcel B and shall be registered at the Land Titles Office for the South Alberta Land Registration District against Parcel A and Parcel B.

IN WITNESS WHEREOF the parties hereto have executed this Agreement the date above stated.

TOLLESTRUP CONSTRUCTION (2005) LTD.

per: 

358178 ALBERTA LTD.

per: 

SCHEDULE A

PARCEL A:

**LOT 70, BLOCK 2, PLAN 0712984
EXCEPTING THEREOUT ALL MINES AND MINERALS**

PARCEL B:

**LOT 71, BLOCK 2, PLAN 0712984
EXCEPTING THEREOUT ALL MINES AND MINERALS**

DATED: **APRIL, 2011**

BETWEEN:

358178 ALBERTA LTD.

-and-

TOLLESTRUP CONSTRUCTION (2005) LTD.

ACCESS EASEMENT AGREEMENT

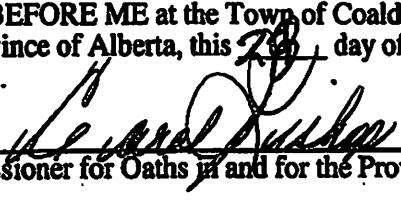
**LEONARD D. FAST
BARRISTER & SOLICITOR
P.O. BOX 1360
COALDALE, ALBERTA
T1M 1N2**

CANADA
PROVINCE OF ALBERTA
TO WIT:

I, LEONARD D. FAST
of the Town of Coaldale
in the Province of Alberta
MAKE OATH AND SAY:

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

SWORN BEFORE ME at the Town of Coaldale,
in the Province of Alberta, this 28 day of
June, 2011.


A Commissioner for Oaths in and for the Province of Alberta

Carol L. Bishop
My Commission Expires
April 15 2013



111164499 REGISTERED 2011 06 30

CAVE - CAVEAT

DOC 1 OF 1 DRR#: E03E86A ADR/PFLAROW
LINC/S: 0034013516 +

ALBERTA GOVERNMENT SERVICES LAND TITLES OFFICE

IMAGE OF DOCUMENT REGISTERED AS:

231296645

ORDER NUMBER: 51670741

ADVISORY

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RECIPROCAL ACCESS EASEMENT AGREEMENT

THIS AGREEMENT made to be effective the 6th day of April, 2023.

BETWEEN:

1084906 ALBERTA LTD.
of 3207- 23 Street, Coaldale, AB T1M 0B5
A corporation registered in the Province of Alberta (the "First Owner")

-and-

WEST COALDALE PROPERTIES INC.
of 2301 - 28 Street S, Lethbridge, AB T1K 2V7
A corporation registered in the Province of Alberta (the "Second Owner")

WHEREAS the First Owner is the registered owner of an estate in fee simple subject however to such encumbrances, liens and interests as endorsed on the existing Certificate of Title of lands legally described as:

PLAN 0712984

BLOCK 2

LOT 71

Containing 0.527 Hectares (1.3 Acres) more or less

Excepting thereout:

	Hectares	(Acres)	More or Less
A) Plan 0913811 Subdivision 0.231	0.231	0.57	
Excepting Thereout All Mines and Minerals ("Parcel 1").			

AND WHEREAS the Second Owner is the registered owner of an estate in fee simple, subject however to such encumbrances, liens and interests as endorsed on the existing Certificate of Title of lands legally described as:

PLAN 0913811

BLOCK 2

LOT 72

Excepting thereout all Mines and Minerals

("Parcel 2").

AND WHEREAS the parties desire to grant perpetual, mutual cross easements on, over, upon and across the following areas outlined on the attached Schedule "A":

Parcel 1: Commencing at the most westerly corner of Lot 72, Block 2, Plan 0913811, thence southeasterly along the southwestern boundary of said lot 72 a distance of 15.24 meters, thence southwesterly perpendicular to the said southwestern boundary of lot 72 a distance of 5.79 meters, thence northwesterly parallel to the said southwestern boundary of lot 72 a distance of 14.89 meters more or less to the intersection with the curvilinear northwestern boundary of Lot 71, Block 2, Plan 0712984, thence northeasterly along said curvilinear northwestern boundary of Lot 71 a distance of 5.80 meters more or less to the point of commencement.

Containing 0.009 hectares (0.02 acres) more or less "Parcel 1 Easement Area").

Parcel 2: Commencing at the most westerly corner of Lot 72, Block 2, Plan 0913811, thence southeasterly along the southwestern boundary of said lot 72 a distance of 15.24 meters, thence northeasterly perpendicular to the said southwestern boundary of lot 72 a distance of 7.62 meters, thence northwesterly parallel to the said southwestern boundary of lot 72 a distance of 16.08 meters more or less to the intersection with the curvilinear northwestern boundary of said Lot 72, thence southwesterly along said curvilinear northwestern boundary of Lot 72 a distance of 7.67 meters more or less to the point of commencement.

Containing 0.012 hectares (0.03 acres) more or less

Together, the Parcel 1 Easement Areas and the Parcel 2 Easement Area are hereinafter collectively referred to as the "Common Easement Area".

for the purposes of providing access, parking and passage by pedestrians and vehicles from adjacent roadways.

AND WHEREAS the parties wish to develop, use and maintain a roadway within the Common Easement Area (the "Common Access") as per the Site Plan attached hereto as "Schedule B".

NOW THEREFORE IN CONSIDERATION of the mutual covenants contained herein, the parties hereby agree as follows:

1. TERM

- 1.1 Subject to paragraph 1.2 of this Agreement, this Agreement shall come into full force and effect on the date noted on the first page of this Agreement and shall continue in force and effect in perpetuity unless terminated, discharged, varied or amended by the unanimous and mutual written agreement of the First Owner and the Second Owner.
- 1.2 This Agreement may not be terminated, discharged, varied or amended without the written consent of the Town of Coaldale.

2. GRANT

- 2.1 The First Owner hereby grants to the Second Owner and their successors, assigns, agents, contractors, servants, employees, tenants and invitees, a perpetual and non-exclusive easement through, across and over the Parcel 1 Easement Area for the purpose of providing access and passage by pedestrians and vehicles from adjacent roadways to Parcel 2.
- 2.2 The Second Owner hereby grants to the First Owner and their successors, assigns, agents, contractors, servants, employees, tenants and invitees, the perpetual and non-exclusive easement through and over the Parcel 2 Easement Area for the purpose of providing access and passage by pedestrians and vehicles from adjacent roadways to Parcel 1.
- 2.3 The First Owner shall retain a right of egress and ingress on and over the Parcel 1 Easement Area. The Second Owner shall retain a right of egress and ingress on and over Parcel 2 Easement Area.

- 2.4 Each Party shall, insofar as is practicable, exercise its rights hereunder in a manner as not to interfere unreasonably with each other's use of the Easement Areas.
- 2.5 The Parties shall and may peaceably hold and enjoy the rights, licenses, liberties, privileges and easements hereby granted without hindrance, molestation or interruption on the part of the other or of any person, firm or corporation claiming by, through or under it.
- 2.6 Each Party covenants and agrees for itself and its successors in title that it will not intentionally:
 - (a) perform any act which would damage the Common Easement Area (including, for certainty, the Common Access) or otherwise interfere with each Party's rights under this Agreement;
 - (b) build, erect, plant or maintain nor permit or suffer to be built, erected, planted, or maintained on the Common Easement Area any building, structure, trees, shrub vegetation or landscaping which:
 - (i) prevents or interferes with the use or exercise of any of the easements granted herein or the free access and movement, including without limitation, pedestrians and vehicular traffic on the Common Access and access and movements to the adjacent streets and roads; or
 - (ii) prevents or interferes with the each Party's exercise of its rights under this Agreement.
- 2.7 The Second Owner will at all times hereafter indemnify the First Owner against all actions, claims and demands that may be lawfully brought or made against the First Owner by reason of anything done by the Second Owner, or any person claiming through or under the Second Owner, in the exercise or purported exercise of any or all of the rights and privileges under this Agreement.
- 2.8 The First Owner will at all times hereafter indemnify the Second Owner against all actions, claims and demands that may be lawfully brought or made against the Second Owner by reason of anything done by the First Owner, or any person claiming through or under the First Owner, in the exercise or purported exercise of any or all of the rights and privileges under this Agreement.

- 2.9 The parties acknowledge and agree that this Agreement and the covenants granted herein are deemed to be and shall be covenants running with Parcel 1 and Parcel 2. The Second Owner shall register this Agreement against title to the Parcel 1 and the First Owner shall register this Agreement against title to Parcel 2.
- 2.10 Since the Second Owner will be developing Parcel 2 prior to the First Owner developing Parcel 1, the parties agree that the Common Access shall be constructed by the Second Owner, at the sole cost of the Second Owner. The Second Owner shall submit detailed plans with respect to the construction of the Common Access to the First Owner and the First Owner shall have 10 business days to review and approve such plans. The Second Owner shall construct the Common Access only in accordance with plans approved by the First Owner in writing.
- 2.11 All maintenance and repairs with respect to the Common Easement Area shall be shared equally by the parties, except that the First Owner shall not be required to contribute any share of such costs until the First Owner commences development on Parcel 2. For certainty, until such time that the First Owner develops Parcel 1, the First Owner shall not be responsible for any maintenance and repair costs with respect to the Common Easement Area. Notwithstanding the foregoing, each party shall be solely responsible for any repairs attributable to that party's misuse, neglect, or other negligence of the Common Easement Area. All maintenance and repairs shall be agreed to by the parties in the writing. If the parties cannot agree on what maintenance and repairs are needed or which party is at fault, the matter shall be submitted to binding arbitration under the *Arbitration Act of Alberta*.

3. GENERAL

- 3.1 This Agreement shall be governed by the laws of the Province of Alberta.
- 3.2 This Agreement shall be binding upon and enure to the benefit of the parties hereto and their respective successors, successors-in-title, and assigns.
- 3.3 Notwithstanding anything to the contrary herein contained or implied, the easement and other rights granted herein to the Second Owner shall in all respects be subject to the rights of others under any document, charge or other instrument registered as of the date of this Agreement against the title to Parcel 1 (the "Parcel 1 Pre-existing Rights"). It shall be the responsibility of the Second Owner to obtain and secure any necessary consents, permissions and agreements from the holders of the Parcel 1 Pre-existing Rights for the purposes of the exercise of the easement of the other rights granted to the Second Owner hereunder. The First Owner shall provide reasonable cooperation to the Second Owner in its efforts to obtain all such consents, permissions and agreements.

- 3.4 Notwithstanding anything to the contrary herein contained or implied, the easement and other rights granted herein to the First Owner shall in all respects be subject to the rights of others under any document, charge or other instrument registered as of the date of this Agreement against the title to Parcel 2 (the "Parcel 2 Pre-existing Rights"). It shall be the responsibility of the First Owner to obtain and secure any necessary consents, permissions and agreements from the holders of the Parcel 2 Pre-existing Rights for the purposes of the exercise of the easement of the other rights granted to the First Owner hereunder. The Second Owner shall provide reasonable cooperation to the First Owner in its efforts to obtain all such consents, permissions and agreements.
- 3.5 The parties acknowledge that this Agreement contains the entire terms, conditions and warranties and agreed to by the parties respecting the Common Easement Area and that there are no terms, conditions, warranties or other agreements except as stated in this Agreement.
- 3.6 If any covenant, term or provision of this Agreement, or application thereto any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, other than such term, shall be valid and enforced to the extent permitted by law.
- 3.7 The parties acknowledge and agree that the headings in this Agreement have been inserted for convenience or reference only.

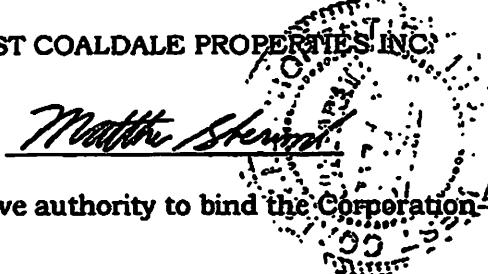
IN WITNESS WHEREOF the parties have hereunto duly executed and delivered this Agreement this 6 day of April, 2023.

1084906 ALBERTA LTD.

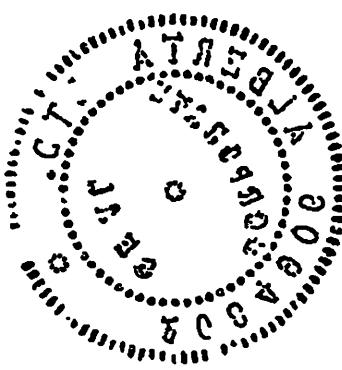
Per: 

I have authority to bind the Corporation

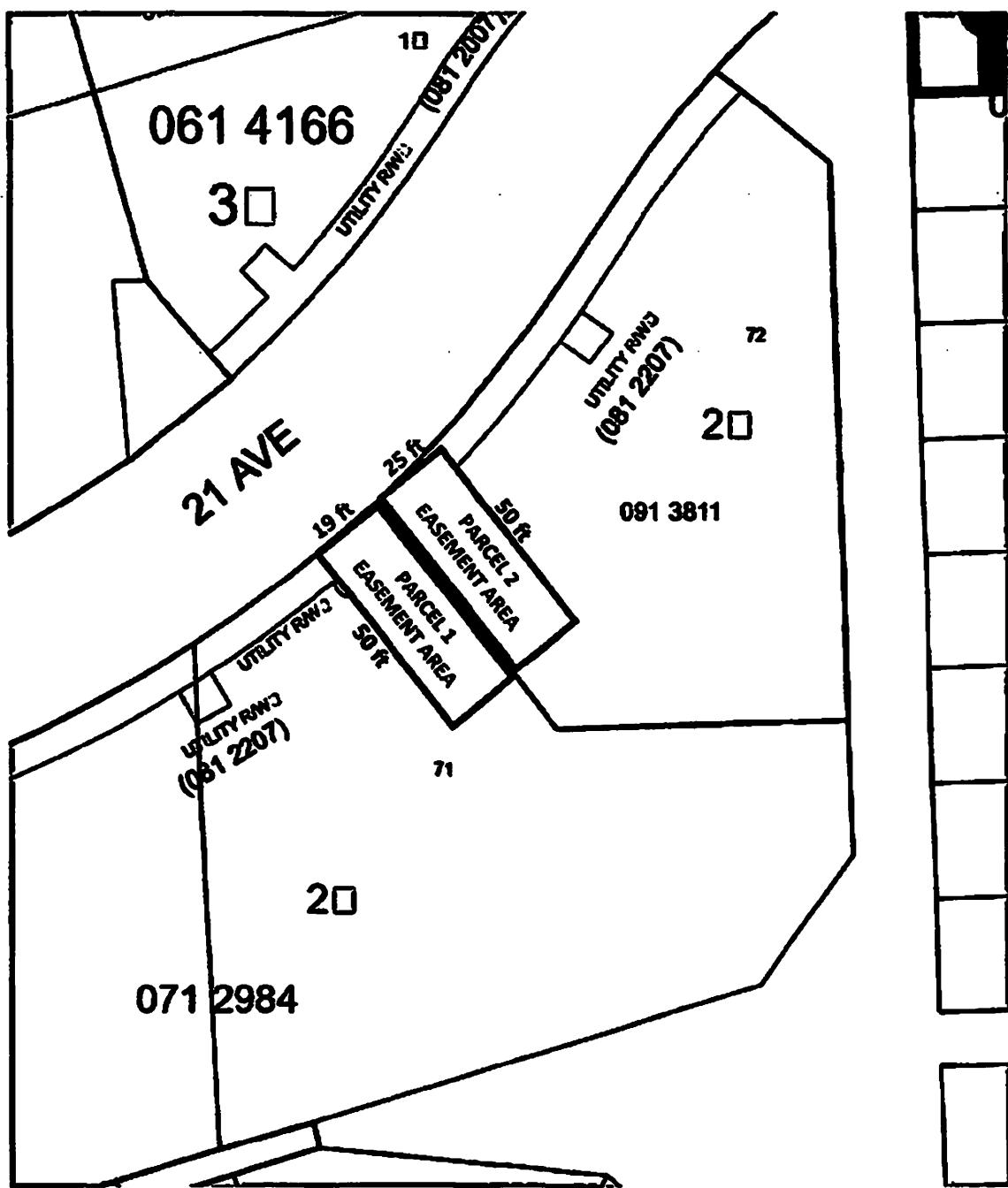
WEST COALDALE PROPERTIES INC.

Per: 

I have authority to bind the Corporation

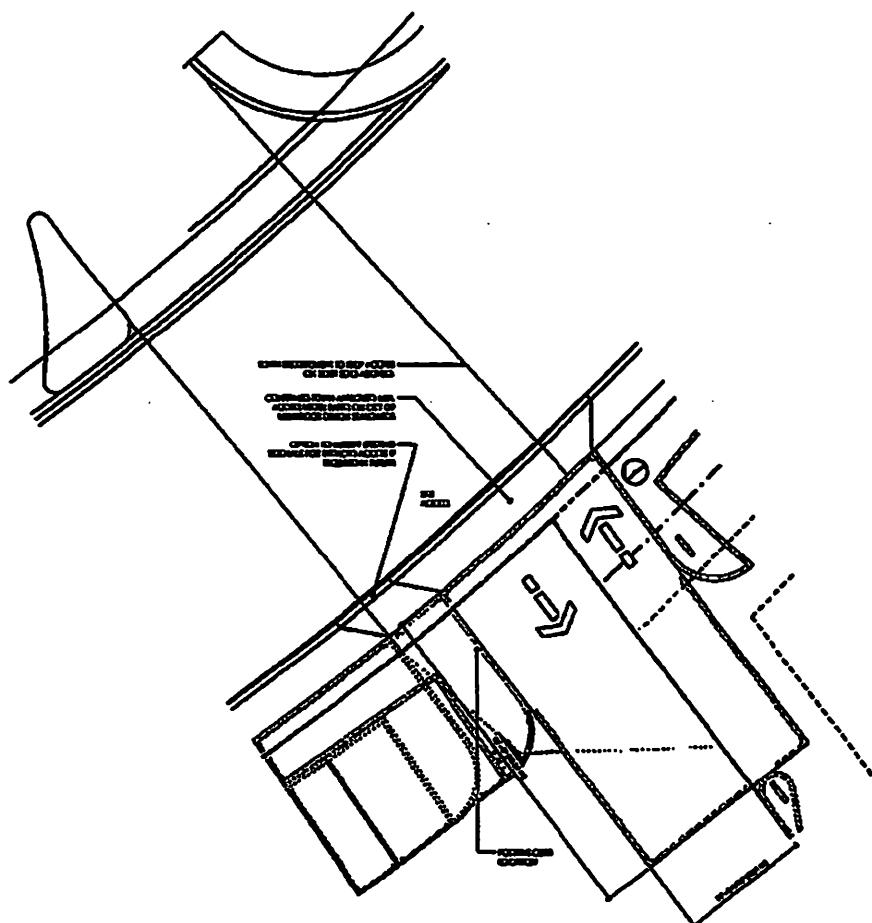


SCHEDULE "A"
EASEMENT AREAS



SCHEDULE "B"

SITE PLAN





231296645 REGISTERED 2023 09 28
EASE - EASEMENT
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