



**AGENDA**

**MEETING OF THE MUNICIPAL PLANNING COMMISSION OF THE TOWN OF TABER, TO BE HELD IN THE COUNCIL CHAMBERS, ADMINISTRATION BUILDING ON JUNE 16, 2014 AT 4:30 PM.**

**MOTION**

**ITEM NO 1. CALL TO ORDER** X

**ITEM NO 2. ADOPTION OF THE AGENDA** X

**ITEM NO 3. ADOPTION OF THE MINUTES** X

**A) RFD - Minutes of the Regular Meeting – May 20, 2014** X

**ITEM NO 4. BUSINESS ARISING FROM THE MINUTES** X

**ITEM NO 5. HOME OCCUPATION APPLICATIONS**

None

**ITEM NO 6. DEVELOPMENT PERMIT APPLICATIONS**

None

**ITEM NO 7. INFORMATION ITEMS**

**a) Suidivision Application- TT 13 0 003- 335653 AB Ltd, 5005 56 Ave** X

**b) Building Permit Statistics – May 2014**

**ITEM NO 8. OTHER BUSINESS**


A) None

**ITEM NO 9. CLOSE OF MEETING** X



# TOWN OF TABER

## MUNICIPAL PLANNING COMMISSION REQUEST FOR DECISION

Subject: <b>Regular Minutes of MPC</b>		Date of <b>June 12, 2014</b>
		<b>Agenda:</b>
Prepared By: <b>L. Belanger, Development Officer</b>		
Attachments: <b>Minutes</b>		
Topic: <b>Minutes of the Regular Meeting of the Municipal Planning Commission</b>		
<b>Background:</b>		
<b>Options:</b>	1.	That the Municipal Planning Commission adopts the minutes of the Regular Meeting of the Municipal Planning Commission held on May 20, 2014 as presented.
	2.	That the Municipal Planning Commission adopts the minutes of the Regular Meeting of the Municipal Planning Commission, May 20, 2014 as amended.
<b>Recommendation:</b>	Option #1- That the Municipal Planning Commission adopts the minutes of the Regular Meeting of the Municipal Planning Commission held on May 20, 2014 as presented.	
<b>Approval Date:</b>	June 12, 2014	Dir. of Planning and Ec. Dev. 

**MINUTES OF THE MEETING OF THE MUNICIPAL PLANNING COMMISSION OF THE TOWN OF  
TABER, HELD IN THE COUNCIL CHAMBERS, ADMINISTRATION BUILDING MAY 20, 2014 AT 4:30  
P.M.**

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**PRESENT:** Roger Miles  
Ron Levagood  
Edwyn Ellingson  
Councilor Joe Strojwas

**ABSENT:** Councilor Rick Popadynetz

**ALSO PRESENT:** Cory Armfelt – Director of Planning and Economic Development  
Lorraine Belanger- Development Officer

**ITEM #1 - CALL TO ORDER**

R. Miles called the Meeting of the Municipal Planning Commission to order at 4:30 p.m.

**ITEM #2 - ADOPTION OF THE AGENDA**

*Moved* by Councilor Strojwas to adopt the agenda.

CARRIED UNANIMOUSLY

**ITEM #3 - ADOPTION OF THE MINUTES**

*MOVED* by Councilor Strojwas the Municipal Planning Commission adopts the minutes of the Special Meeting of the Municipal Planning Commission held on April 4, 2014.

CARRIED UNANIMOUSLY

*MOVED* by E. Ellingson the Municipal Planning Commission adopts the minutes of the Meeting of the Municipal Planning Commission held on April 22, 2014.

CARRIED UNANIMOUSLY

**ITEM #4- BUSINESS ARISING FROM THE MINUTES**

None

**ITEM #5 - HOME OCCUPATION APPLICATIONS**

None

**ITEM # 6 Development Applications****6(a) DP 14 036, Garold Bullock, 4823 41 St., 2<sup>nd</sup> Garage (Detached)**

L. Belanger summarized the application. She noted it met the density requirements for the LR-1 district but waivers were being requested reducing the side yard setback to 0.6m and the rear yard setback to 1.0m. She added there would be building code considerations that would need to be addressed in regard to the reduction in the side yard setback and the turning radius of a larger vehicle may be impacted the reducing the rear yard setback.

Concerns regarding the following items were raised by the members;

- a) The impact of the side yard waiver from the garage on the neighboring yard and the proximity of the building impacting future re-sale.
- b) Having consistent standards for applicants and not granting waivers without compelling reasons.

*Moved by E. Ellingson* the Municipal Planning Commission approve DP 14-036, Garold Bullock, 4823 41 St, (2<sup>nd</sup> Garage, Detached), Lot 20, Block 3, Plan 9011158 with the following conditions;

- 1) The site is developed as per the site plan submitted,
- 2) Pursuant to Section 2(12)(a)(i) of Land Use Bylaw No. 4-2006, as amended, a rear yard setback requirement waiver from 1.5m to 1m is hereby granted,
- 3) The applicant must obtain a Building Permit to ensure the development complies with the Alberta Fire Code and Alberta Building Code. It shall be the responsibility of the applicant to obtain the necessary Building, Plumbing, Electrical, and Gas permits,
- 4) Prior to occupancy, the applicant will provide and Updated Real Property Report to the Town of Taber.

CARRIED UNANIMOUSLY

**6(b) DP 14 037- Taber Legion – 5205 48 Ave, LED Sign**

L. Belanger summarized the application noting it had been brought to MPC as per the provisions of the LUB. She added Administration was in support of the application as it would help to update the image of the Legion and help the organization raise funds.

General discussion followed in regard to the content of the ads and the size of the sign. Phil Abela from the Taber Legion confirmed the size of the sign would be 1.2mx2.4m (4'x8').

*Moved by Councilor Strojwas* the Municipal Planning Commission approves the application DP 14-037, 5205 48 Ave, Taber Legion, LED sign, Lots 25-28, Block 10, Plan 5638L with the following conditions:

1. The electronic sign is not permitted to encroach onto any neighboring private or public property,
2. The Electronic Message Centre (EMC) approved under this permit must comply with the following requirements at all times:
  - a) Each display must last not less than 8 seconds,
  - b) Each display must be a self contained message with no continuation of one message into a subsequent message,
  - c) The display may have dynamic graphics with minor animation included in each advertisement. Predominantly the advertisement will be static with limited motion pictures, scrolling, flashing or emission of intermittent light, animation, or movement between displays,
  - d) The display must be self dimming for night time conditions and the level of lighting at all times must be to the satisfaction of the Development Authority who may direct the level of lighting be adjusted,

- e) The EMC must be monitored by the Applicant at all times and in the event of a malfunction, the EMC must be designed to either
  - i) Provide a continuous static display without varying or increasing the lighting level or:
  - ii) Provide no display,
- 3. The EMC must not employ any supplementary flashing or intermittent lighting either as part of the sign or on its supporting structure,
- 4. Prior to installation of the EMC the applicant must apply for a Building and Electrical Permit where required,
- 5. The size of the visual display portion of the sign be no greater than 1.2mx2.4m.

CARRIED UNANIMOUSLY

**6(c) Video Display Signs, 5104 46 Ave (Super Signs) and 4830 46 Ave (Heritage Inn)**

C. Armfelt summarized the RFD. He noted currently in the Town of Taber, video display ads were not allowed as per an amendment made to the LUB. This reference noted these signs would not be permitted in the Town until such a time when a public consultation report had been supplied deeming the proposal to be positive. He noted since this time, Administration had been involved in public consultation through the MDP update and council meetings, and the feedback he had been receiving was the public was in favour of video display signs, with conditions.

General discussion followed a brief presentation of suggested animations themes from Wilmer Dueck from Super Signs. Technical aspects of the types and length of motion were reviewed.

*Moved* by Councilor Strojwas the Municipal Planning Commission considers the positive feedback obtained from the Municipal Development Plan public consultation process sufficient to meet the intent of Section 2.21(s) of LUB 4-2006 and permit video display signs in the Town of Taber under the following conditions:

1. The Electronic Message Centre (EMC) approved under this permit must comply with the following requirements at all times:
  - a) Each display must last not less than 8 seconds,
  - b) Each display must be a self contained message with no continuation of one message into a subsequent message,
  - c) The display may have dynamic graphics included in each advertisement. Predominantly the advertisement will be static with limited motion pictures, scrolling, flashing or emission of intermittent light, animation, or movement between displays,
  - d) The display must be self dimming for night time conditions and the level of lighting at all times must be to the satisfaction of the Development Authority who may direct the level of lighting be adjusted,
  - e) The EMC must be monitored by the Applicant at all times and in the event of a malfunction, the EMC must be designed to either
    - iii) Provide a continuous static display without varying or increasing the lighting level or:
    - iv) Provide no display,
2. The EMC must not employ any supplementary flashing or intermittent lighting either as part of the sign or on its supporting structure,

CARRIED UNANIMOUSLY

**ITEM # 7. INFORMATION ITEMS**

Building Statistics from March and April were briefly discussed.

**ITEM #8. OTHER BUSINESS**

None.

**ITEM NO 10. CLOSE OF MEETING**

*MOVED* by Councilor Strojwas this meeting of the Municipal Planning Commission be closed.

CARRIED UNANIMOUSLY AT 5:21 P.M.

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CHAIRMAN



## Agenda Item 7(a)

### TOWN OF TABER Municipal Planning Commission Request for Decision

<b>Subject:</b> Subdivision Application	<b>Date of</b> June 12, 2014 <b>Agenda:</b>
<b>Prepared By:</b> Lorraine Belanger, Development Officer	
<b>Attachments:</b> Application Tentative Plan Public Notice Summary of Comments Received to date Copy of Land Use District Requirements – M-4	
<b>Topic:</b> Subdivision Application TT-13 0 003 5005 56 Av – 335653 AB Ltd. Plan 2319JK , Block 46, Lots 1-2	
<b>Background:</b>	<p>The Town has received a tentative subdivision application, for consideration by the Subdivision Authority (Town Council) under the provisions of the Municipal Government Act and Town of Taber Subdivision and Development Authority Bylaw. This subdivision application is intended to subdivide the above noted property into residential lots.</p>
	<p>The application was advertised and circulated to adjacent landowners, Town departments and potentially affected agencies in accordance with the Municipal Government Act. The attached comments to this RFD have been received from that circulation process.</p>
	<p>This application is brought to Municipal Planning Commission (MPC) for comment to the Subdivision Authority as per the Town of Taber Subdivision and Development Authority Bylaw. Administration is treating the application with caution as the development was originally built as a condominium project but the application pending is for freehold ownership of each unit. Two of the concerns this situation raises are:</p>
	<ol style="list-style-type: none"><li>1) Having a common service in private property</li><li>2) No financial reserves for repair or maintenance of the services</li></ol>
	<p>Due to the nature of this application, Administration has requested a legal review of the subdivision. It is anticipated this opinion will be shared in the MPC meeting.</p>
	<p>Provided below is a preliminary standard list of conditions that could accompany a recommendation in support of the application. This list could be added upon after MPC reviews the legal opinion at the June 16<sup>th</sup>, 2014 meeting.</p>
	Cont'd

**Options:**

1. THAT Municipal Planning Commission recommends that the Subdivision Authority approve Subdivision Application TT-13-0-003 on July 21, 2014 subject to the following conditions:
  1. That this approval shall apply to **PLAN 2319JK, BLOCK 46, LOTS 1-2**
  2. Pursuant to Section 654(1)(d) of the Municipal Government Act, all outstanding property taxes, if any, shall be paid to the Town of Taber prior to endorsement,
  3. The subdivision shall be registered in a manner satisfactory to the Land Titles Office,
  4. Easements or rights of way shall be registered against the land for the provision of gas, power and electrical utilities, all municipal services, and waste management facilities, plus any other service considerations as required. The developer is responsible for making suitable arrangements with the relevant utility companies and/or town for the provision of services prior to final endorsement of the plan,



OPTIONS

1. THAT Municipal Planning Commission recommends that the Subdivision Authority approve subdivision Application TT-13-0-003 with the conditions as presented.
2. THAT Municipal Planning Commission recommends that the Subdivision Authority approve subdivision Application TT-13-0-003 with AMMENDMENTS to the conditions as presented.
3. THAT the Municipal Planning Commission does not recommend that the Subdivision Authority approve subdivision Application TT-13-0-003.

**Approval Date: June 12, 2014**

**Dir. of  
Planning &  
Ec. Dev.:**

A handwritten signature in blue ink, consisting of several overlapping loops and strokes, is written over the signature line.

APPLICATION FOR SUBDIVISION

FOR OFFICIAL USE ONLY

DATE of receipt of completed Form 1:

FEES submitted:

FILE No.

THIS FORM IS TO BE COMPLETED IN FULL WHEREVER APPLICABLE BY THE SUBJECT OF THE APPLICATION OR BY AN AUTHORIZED PERSON

1. Name of registered owner of land to be subdivided  
335653 ALBERTA LTD.

Name in block capitals

2. Name of agent (person authorized to act on behalf of registered owner, if any) DAVID J. AMANTEA

Address and Phone No.  
Box 655, Lethbridge, Alberta T1J 3Z4 329-4688

Name in block capitals

3. LEGAL DESCRIPTION AND AREA OF LAND TO BE SUBDIVIDED

Part of the SW 1/4 section 5 township 10 range 16 west of 4th meridian  
Being all of lots 1 & 2 block 46 Reg. Plan No. 2319 JK C.O.T.No. 091 378 039  
Area of the above parcel of land to be subdivided 0.12 Hectares  
Municipal address (if applicable) CORNER OF 50th STREET & 65th AVENUE

4. LOCATION OF LAND TO BE SUBDIVIDED

- a. The land is situated in the municipality of TOWN OF TABER
- b. Is the land situated immediately adjacent to the municipal boundary?  
If "yes", the adjoining municipality is Yes No X
- c. Is the land situated within 0.8 kilometres of the right-of-way of a Highway?  
If "yes", the Highway is No. 3 Yes X No
- d. Does the proposed parcel contain or is it bounded by a river, stream, lake or other body or by a drainage ditch or canal?  
If "yes", state its name Yes No X
- e. Is the proposed parcel within 1.5 kilometres of a sour gas facility? Yes No X

5. EXISTING AND PROPOSED USE OF LAND TO BE SUBDIVIDED

Describe:

- a. Existing use of the land RESIDENTIAL DEVELOPMENTS
- b. Proposed use of the land NO CHANGE
- c. The designated use of the land as classified under a land use bylaw - MDR

6. PHYSICAL CHARACTERISTICS OF LAND TO BE SUBDIVIDED (where appropriate)

- a. Describe the nature of the topography of the land: FLAT
- b. Describe the nature of the vegetation and water on the land: GRASS
- c. Describe the kind of soil on the land: SANDY LOAM

7. EXISTING BUILDINGS ON THE LAND PROPOSED TO BE SUBDIVIDED

Describe any buildings and any structures on the land and whether they are to be demolished or removed or moved  
SEE SKETCH

8. 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 TOWN / SEE SKETCH

REGISTERED OWNER OR PERSON ACTING ON HIS BEHALF

I, DAVID J. AMANTEA hereby certify that  I am the registered owner, or

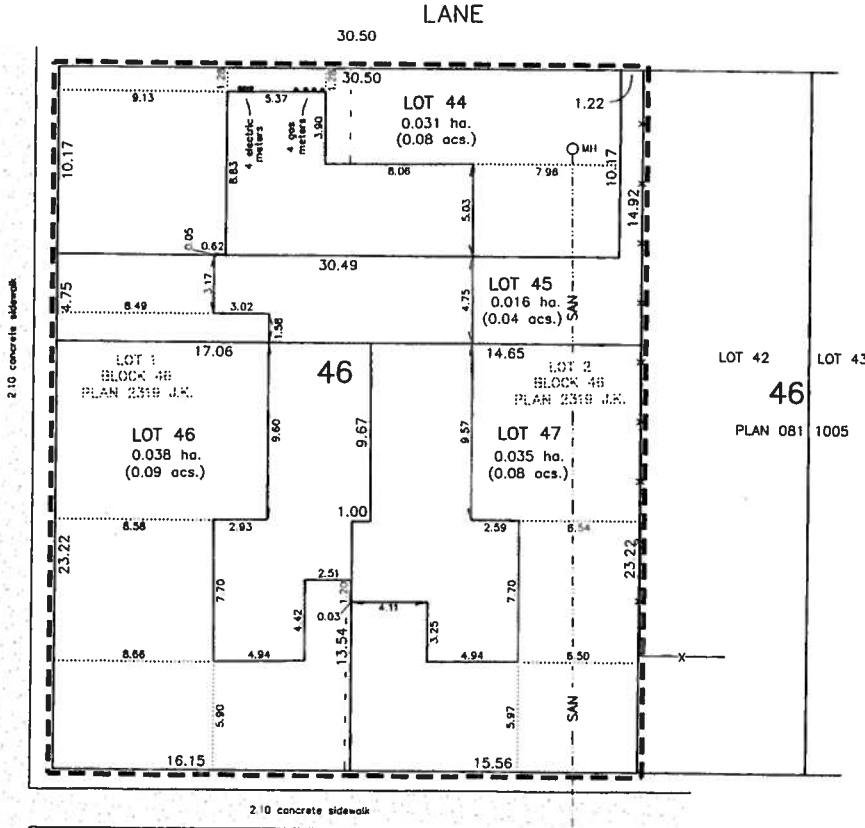
I am the agent authorized to act on behalf of the registered owner and that the information given on this form is full and complete and is, to the best of my knowledge, a true statement of the facts relating to this application for subdivision.

Address: Box 655, Lethbridge, Alberta, T1J 3Z4  
Phone No. 403 329-4688

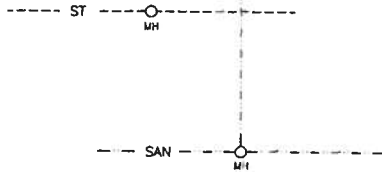
Signed) 

Date July 31, 2013

50TH STREET



56TH AVENUE



AREA REQUIRED:  
 within Lot 1, Block 1, Plan 2319 J.K. = 0.060 ha.  
 within Lot 2, Block 1, Plan 2319 J.K. = 0.060 ha.  
**TOTAL = 0.120 ha.**

LOT 41  
**46**  
 PLAN 2737 J.K.



**boob** brown okamura & associates ltd.  
 Professional Surveyors  
 514 Stelford Drive, Lethbridge, Alberta

DRAWN	in	DATE	JULY 26 '13
CHECKED	DJA	JOB	13-11886
SCALE	1:250	DRAWING	13-11886a

APPROVED  
 D.J. Amanteo, A.L.S.

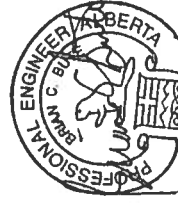
Venture Holdings Ltd.

TENTATIVE PLAN SHOWING SUBDIVISION  
 of all of  
**LOTS 1 & 2, BLOCK 46, PLAN 2319 J.K.**  
 within  
**S.W. 1/4 SEC. 5, TWP. 10, RGE. 16, W.4 M.**  
 Town of Tober

NO.	REVISION	DATE	BY

NOTE : Portion to be approved is outlined thus and contains approximately 0.120 ha. Distances are in metres and decimal parts thereof. Distances and areas are approximate and are subject to change upon final survey.

WO #: W111088



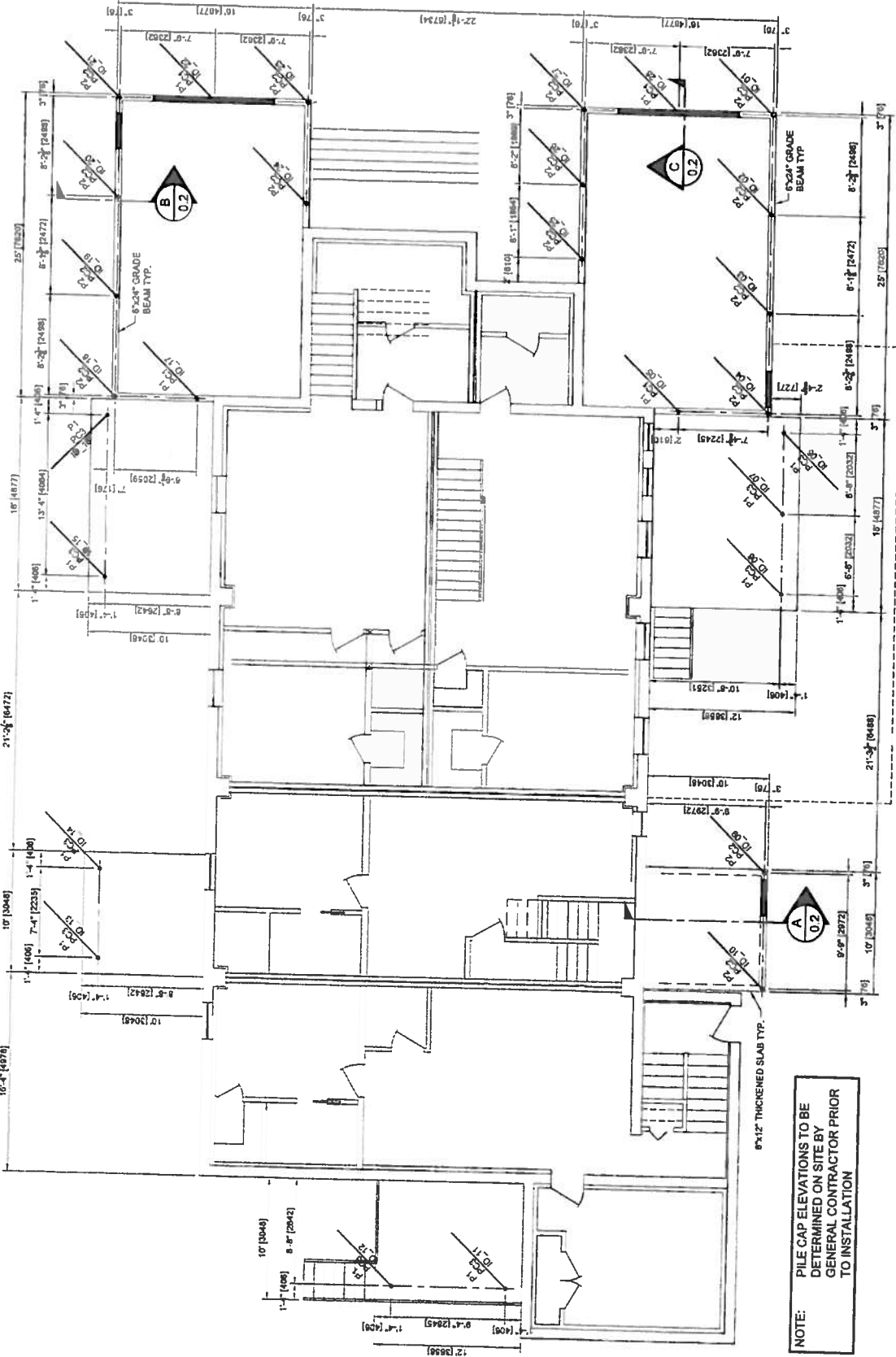
SCALE	1/8"=1'
DATE	JUL 06/11
DRAWING NO.	DP
REVISIONS	0
PROJECT NO.	4653

BCB Engineering Ltd., APEGGA (Alberta) Permit No. P-27125

CLIENT: Venture Holdings  
 PROJECT: Church to Condo Renovation  
 LOCATION: Taber, Alberta  
 DRAWING TITLE: Foundation Plan



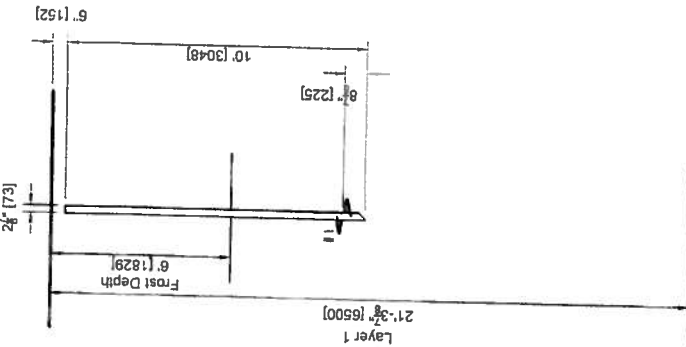
Note: Pile design valid for piles supplied and installed by Inland Screw Piling Ltd. only.



NOTE: PILE CAP ELEVATIONS TO BE DETERMINED ON SITE BY GENERAL CONTRACTOR PRIOR TO INSTALLATION



**Pile ID: P1**  
**WO #: W111088**  
**Quantity: 13**



- Pile Design Specifications:**
- Pile Design Loads (Limit States Factored Loads):
    - Tension = 0.00 kN (0.00 kip)
    - Compression = 17.75 kN (4.00 kip)
    - Eccentricity = 0.00 m (0.00 ft.) (For Tension and Compression)
    - Horizontal = 0.00 kN (0.00 kip)
    - Moment = 0.00 kN m (0.00 ft. kip)
  - Design criteria:
    - Soil assumed to be generally as follows:
      - Soil layer 1
      - 0.00-6.50 m - Similar to Stiff Clay
      - Undrained Shear Strength ( $C_u$ ) = 65 kPa (1358 psf)
      - Effective Unit Weight = 19.0 kN/m<sup>3</sup> (121 lb./ft.<sup>3</sup>)
      - Adhesive bond of 100 kPa (2089 psf) is considered in the ultimate pile uplift capacity only.
    - Front depth of 1.03 m (6.0 ft.) is considered.
    - Pile lateral capacity is based on 6.0 mm (0.24 in.) maximum allowable lateral movement as measured at grade. (Lateral capacity and deflection calculated by Brom's Method for cohesive soil) with  $k = 19500 \text{ kN/m}^3$  (124.1 kip/ft.<sup>3</sup>) taken as an average over the full length of the pile using factored loads
    - Pile shaft designed for maximum laterally unsupported length of 1.52 m (5.0 ft.).
    - Piles to be battered 0 degrees plus/minus 1.0 degrees.
    - Piles to be placed within 30 mm (1.5 in.) of designed location.
  - Design Factor of Safety = 2.5 (Applied to FACTORED Loads)

**NOTE:** It is the responsibility of others to verify the accuracy of the above design loads and design criteria.

- If site conditions do not support the above criteria, design must be revised to accommodate actual soil conditions.
- Pile installer to create pile installation report (including torque and depth readings) and submit to engineer upon completion.
- Expected install torque 2.79 kN m (2.06 ft. kip).
- Every Screw Pile Helix is to be formed and installed to be perpendicular to the shaft at all locations around the entire helix. Successive helices are to be timed to allow for installation in the same track as the previous helix. Screw Pile layout shown in based on 152 mm (6.00 inch) pitch.
- Structural steel members shall conform to:
  - CSA-S16.1-01 (Limit States Design), (45.0 ksi)
  - Shaft - Yield Strength = 310 MPa (45.0 ksi)
  - 2 7/8 X .217 WALL (73 X 5.51 WALL) X 10.00' (3.048 m) long
  - Helix - Yield Strength = 300 MPa (43.5 ksi)
  - #1 - 0.394 X 14 (10 X 356)
- All materials to be WEN and of known material chemistry and properties.
  - CSA W59 and CSA W47.1
  - Weld Tensile Strength = 480 MPa (69.6 ksi)
  - All welds are to be 5/16" (7.9) fillet welds continuous on both sides unless noted otherwise.
- Fabrication shall be carried out in accordance with standard practice and all applicable codes.
- Above design and components shall conform to the National Building Code of Canada 2005.

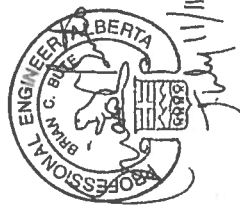
BCB Engineering Ltd. - APEGGA (Alberta) Permit Number P 07105

SCALE	1/4"=1'	DRAWING NO.	1.1
DATE	Jul 08/11	REVISED BY	Dp
FILE NO.	4631	REVISIONS	0

CLIENT: Venture Holdings  
 PROJECT: Church to Condo Renovation  
 LOCATION: Taber, Alberta  
 DRAWING TITLE: Pile Design - P1

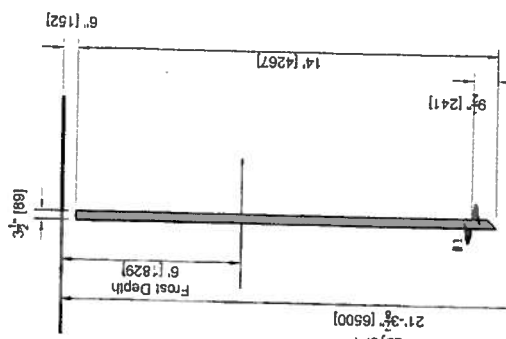


Note: Pile design valid for piles supplied and installed by Inland Screw Piling Ltd. only.

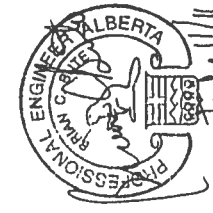


**Pile ID: P2**  
**WO #: W111088**  
**Quantity: 15**

Pile Design Specifications  
 1. Pile Design Loads (Limit States Factored Loads):  
 Tension = 0.00 kN (0.00 kip)  
 Compression = 37.37 kN (8.40 kip)  
 Eccentricity = 0.00 m (0.00 ft.)  
 (for Tension and Compression)  
 Horizontal = 0.00 kN (0.00 kip)  
 Moment = 0.00 kN m (0.00 ft.-kip)  
 2. Design criteria:  
 a) Soil assumed to be generally as follows:  
 Soil Layer 1  
 - 0.00-6.50 m - Similar to Stiff Clay  
 - Undrained Shear Strength ( $C_u$ ) = 65 kPa (1358 psf)  
 - Effective Unit Weight = 19.0 kN/m<sup>3</sup> (121 lb./ft.<sup>3</sup>)  
 b) Adhesive bond of 100 kPa (2089 psf) is considered in the ultimate pile uplift capacity only.  
 c) Pile lateral capacity is based on 6.0 mm (0.24 in.) maximum allowable lateral movement as measured at grade.  
 (Lateral capacity and deflection calculated by Brom's Method for cohesive soil with  $k = 19500 \text{ kN/m}^3$  (124.1 kip/ft.<sup>3</sup>) taken as an average over the full length of the pile using Factored Loads)  
 d) Pile shaft designed for maximum laterally unsupported length of 1.52 m (5.0 ft.).  
 e) Piles to be battered 0 degrees plus/minus 1.0 degree.  
 f) Piles to be placed within 38 mm (1.5 in.) of designed location.  
 g) Design Factor of Safety = 2.5 (applied to FACTORED Loads)  
 NOTE: It is the responsibility of others to verify the accuracy of the above design loads and design criteria.  
 3. If site conditions do not support the above criteria, design must be revised to accommodate actual soil conditions.  
 4. Pile installer to create pile installation report (including torque and depth readings) and submit to engineer upon completion.  
 5. Every Screw Pile Helix is to be formed and installed to be perpendicular to the shaft at all locations around the entire helix. Successive helices are to be timed to allow for installation in the same track as the previous helix. Screw pile layout shown is based on 152 mm (6.00 inch) pitch.  
 6. Structural steel members shall conform to:  
 CSA-S16.1-01 (Limit States Design).  
 Shaft - Yield Strength = 310 MPa (45.0 ksi)  
 3 1/2" X .254 WALL (89 X 6.45 WALL)  
 x 14.00' (4.267 m) Long  
 Helix - Yield Strength = 300 MPa (43.5 ksi)  
 #1 - 1/2" x 16 (13 X 406)  
 All materials to be NEW and of known material chemistry and properties.  
 7. Welding shall conform to:  
 CSA W59 and CSA W47.1  
 Weld Tensile Strength = 480 MPa (69.6 ksi)  
 All welds are to be 5/16" (7.9) fillet welds continuous on both sides unless noted otherwise.  
 8. Fabrication shall be carried out in accordance with standard practice and all applicable codes.  
 9. Above design and components shall conform to the National Building Code of Canada 2003.



BC8 Engineering Ltd. - APEGGA (Alberta) Permit Number P 67-06  
 DRAWING NO. 1.2  
 DATE: Jul 08/11  
 DRAWN BY: Dp  
 CHECKED BY: JMS  
 REVISION: 0



CLIENT: Venture Holdings  
 PROJECT: Church to Condo Renovation  
 LOCATION: Taber, Alberta  
 DRAWING TITLE: Pile Design - P2



Note: Pile design valid for piles supplied and installed by Inland Screw Piling Ltd. only.







Department of Planning and  
Economic Development  
A4900-50 Street  
Taber, AB T1G 1T1  
ph: (403) 223-5500  
fx: (403) 223-5530  
email: [planning@taber.ca](mailto:planning@taber.ca)

Our File: TT13-0-003  
Your File: 13-11886

August 22, 2013

Brown Okamura & Associates Ltd.  
Box 655  
Lethbridge, AB T1J 3Z4

Attention: D. Amantea

Dear Mr. Amantea:

Subject: **SUBDIVISION APPLICATION**  
**LOTS 1&2, BLOCK 46, PLAN 2319JK**  
**WITHIN SW 1/4 -5-10-16 W 4<sup>th</sup> M**  
**Municipal Address - 5505 56 Avenue**

As of August 19, 2013, the Town of Taber is in receipt of a completed application for subdivision of the above noted property containing 0.12ha into 4 lots as per the attached sketch. In accordance with Section 6 of the Subdivision and Development Regulation, the Town must make a decision on your application for subdivision within 60 days of the above date of receipt.

Pursuant to Section 681(1) of the Municipal Government Amendment Act, you are advised that if the Town fails or refuses to make a decision on your application for subdivision approval within the time prescribed by the subdivision and development regulations, you may:

- (a) treat the application as refused and appeal in accordance with Section 678 of the Municipal Government Act; OR
- (b) enter into an agreement with the Town of Taber to extend the time prescribed in the subdivision and development regulations.

As part of its responsibility in processing your application, the Town has requested comments on your application from the following agencies: TELUS, Fortis Network Alberta, ATCO Gas, Shaw Cable, Alberta Health Services, Horizon School Division #67, Holy Spirit RC Separate Regional Division #4 and Alberta Transportation.

Upon receipt of all requested comments, the Town of Taber will make a decision on the application as soon as possible within the constraints as mentioned in paragraph one.

Lorraine Belanger  
Planning and Economic Development Assistant

/lb

Cc: 335653 AB Ltd.



**APPLICATION FOR SUBDIVISION OF LAND**

Our File: TT13-0-03

Date of Receipt: August 19, 2013

August 22, 2013

REFERRAL TO: TELUS, Fortis Network Alberta, ATCO Gas, Shaw Cable, Alberta Health Services, Horizon School Division #67, Holy Spirit RC Separate Regional Division #4, Alberta Environment, Alberta Transportation

FROM: Jill Koroluk, Development Officer

Subject: **SUBDIVISION APPLICATION**  
**LOTS 1&2, BLOCK 46, PLAN 2319JK**  
**WITHIN SW1/4 -5-10-16 W 4<sup>th</sup> M**  
**Municipal Address 5505 56 Ave.**

The Town of Taber is in receipt of an application to subdivide the above noted property. This application is intended subdivide the existing 0.12ha parcel into 4 residential lots.

Please see the enclosed application form and diagram for further details.

In accordance with Section 5 of the Province of Alberta Municipal Government Act Subdivision and Development Regulation, please submit your comments respecting the proposed subdivision.

To assist the Town of Taber in complying with the statutory limit for making a decision on this application, **please reply before September 13, 2013.**

Please contact this office at 403-233-5500, ext 5527 or email [jkoroluk@taber.ca](mailto:jkoroluk@taber.ca) if you require any further information.

Jill Koroluk  
Development Officer  
Attachments




## Subdivision Extension Agreement


We 335653 ALBERTA LTD (HENIK OF VLIEGER), being the registered owner and/or person authorized to act on behalf of the registered owner of the following lands:

Being all of LOTS 1&2 BLOCK 46 PLAN 2319 J.K. all within S.W. ¼ SEC. 5, TWP. 10, RGE. 16, W.4 M.  
C.O.T. No. 091 378 039  
Situating in the Town of Taber

Having made an application for subdivision by a plan or any other instrument to the Town of Taber, Application Number TT-13-0 003, date of Notice of Receipt: August 19, 2013; 60-day limit: October 19, 2013; additional 60-day limit: February 19, 2014;


AGREE to an extension past the 60-day limit, for a further period of 30 days, to February 19, 2014, on the understanding that within 14 days after this date if there is no approval I can deem the application refused and appeal to the appropriate Appeal Board.

  
Signature of registered Owner/Person Acting on his behalf

  
Signature of Witness

Nov 28, 2013  
Date

Gianni Karoluk - Development Officer  
Signature of Subdivision Authority Town of Taber Planning Department

  
Signature of Witness L. BELANGER, PLANNING & EC-DEV  
ASST

Date



## Subdivision Extension Agreement

I/We DAVID Amatea, being the registered owner and/or person authorized to act on behalf of the registered owner of the following lands:

**Being all of LOTS 1&2 BLOCK 46 PLAN 2319 J.K. all within S.W. ¼ SEC. 5, TWP. 10, RGE. 16, W.4 M.  
C.O.T. No. 091 378 039  
Situated in the Town of Taber**

Having made an application for subdivision by a plan or any other instrument to the Town of Taber, Application Number TT-13-0-003, date of Notice of Receipt: August 19, 2013; 60-day limit: October 19, 2013; additional 60-day limit: February 19, 2014;

AGREE to an extension past the 60-day limit, for a further period of 30 days, to February 19, 2014, on the understanding that within 14 days after this date if there is no approval I can deem the application refused and appeal to the appropriate Appeal Board.

Signature of registered Owner/Person Acting on his behalf

Signature of Witness

Nov 28/2013

Date

Jelaniann Koroluk - Dev. Officer  
Signature of Subdivision Authority/Town of Taber Planning Department

Signature of Witness

Dec. 6/13

Date

August 22, 2013



File: TT13-0-003

## INTERNAL REFERRAL FOR PROPOSED SUBDIVISION

**Agent:** Brown Okamura and Associates Ltd.

**Subject:** SUBDIVISION APPLICATION  
LOTS 1&2, BLOCK 46, PLAN 2319JK  
WITHIN SW1/4 -5-10-16 W 4<sup>th</sup> M  
Municipal Address 5505 56 Ave.

**Proposed Subdivision:** Brown Okamura and Assoc. Ltd. proposes as follows: an application intended to subdivide the above noted properties into 4 lots of 0.031ha, 0.016ha, 0.035ha and 0.038ha .

Preliminary Stage:

Application Submitted:

Greg Birch, CAO  
 Rob Cressman, PSD  
 D. Culler, CSD  
 Superior Safety Codes

Jordi Nickolet MEPW \ Phil Abel  
 Chris Zuidhof, Epcor  
 Mike Boss, ESD  
 Alf Rudd, Chief of Police

**Your Comments:** The municipal address on this sheet is different than the application which is different than the drawing. None of them match.

I have no problems on this as all the underground work has already been completed. My only question is, does the towns responsibility end with the first curb stop or the 4 shortly after??



**Please return comments to Planning Department by , September 6 2013**

cc: Tax & Utility Clerk

August 22, 2013



File: TT13-0-003

## INTERNAL REFERRAL FOR PROPOSED SUBDIVISION

**Agent:** Brown Okamura and Associates Ltd.

**Subject:** **SUBDIVISION APPLICATION**  
**LOTS 1&2 , BLOCK 46, PLAN 2319JK**  
**WITHIN SW1/4 -5-10-16 W 4<sup>th</sup> M**  
**Municipal Address 5505 56 Ave.**

**Proposed Subdivision:** Brown Okamura and Assoc. Ltd. proposes as follows: an application intended to subdivide the above noted properties into 4 lots of 0.031ha, 0.016ha, 0.035ha and 0.038ha .

Preliminary Stage:

Application Submitted:

Greg Birch, CAO  
 Rob Cressman, PSD  
 D. Culler, CSD  
 Superior Safety Codes

Jordi Nickolet MEPW \ Phil Abel  
 Chris Zuidhof, Epcor  
 Mike Boss, ESD  
 Alf Rudd, Chief of Police

**Your Comments:**

*No police issues.*

*Alf 13/8/25  
COP*

**Please return comments to Planning Department by , September 6 2013**

cc: Tax & Utility Clerk

August 22, 2013



File: TT13-0-003

## INTERNAL REFERRAL FOR PROPOSED SUBDIVISION

**Agent:** Brown Okamura and Associates Ltd.

**Subject:** SUBDIVISION APPLICATION  
LOTS 1&2, BLOCK 46, PLAN 2319JK  
WITHIN SW1/4 -5-10-16 W 4<sup>th</sup> M  
Municipal Address 5605 56 Ave.

**Proposed Subdivision:** Brown Okamura and Assoc. Ltd. proposes as follows: an application intended to subdivide the above noted properties into 4 lots of 0.031ha, 0.016ha, 0.035ha and 0.038ha .

Preliminary Stage:

Application Submitted:

Greg Birch, CAO  
 Rob Cressman, PSD  
 D. Culler, CSD  
 Superior Safety Codes

Jordi Nickolet MEPW \ Phil Abel  
 Chris Zuidhof, Epcor  
 Mike Boss, ESD  
 Alf Rudd, Chief of Police

*Phil Abel*  
*Alf Rudd*

**Your Comments:**

HAS 4 NEW SERVICES 1 FOR EACH UNIT  
SEWER IS THE SAME MERTING UP  
WITH A 6 inch LINE GOING TO THE  
MAIN POA

**Please return comments to Planning Department by , September 6 2013**

cc: Tax & Utility Clerk

August 22, 2013



File: TT13-0-003

## INTERNAL REFERRAL FOR PROPOSED SUBDIVISION

**Agent:** Brown Okamura and Associates Ltd.

**Subject:** SUBDIVISION APPLICATION  
LOTS 1&2 , BLOCK 46, PLAN 2319JK  
WITHIN SW1/4 -5-10-16 W 4<sup>th</sup> M  
Municipal Address 5505 56 Ave.

**Proposed Subdivision:** Brown Okamura and Assoc. Ltd. proposes as follows: an application intended to subdivide the above noted properties into 4 lots of 0.031ha, 0.016ha, 0.035ha and 0.038ha .

Preliminary Stage:

Application Submitted:

Greg Birch, CAO  
 Rob Cressman, PSD  
 D. Culler, CSD  
 Superior Safety Codes

Jordi Nickolet MEPW \ Phil Abel  
 Chris Zuidhof, Epcor  
 Mike Boss, ESD  
 Alf Rudd, Chief of Police

**Your Comments:**

- NO COMMENTS

- Matt Steeman

**Please return comments to Planning Department by , September 6 2013**

cc: Tax & Utility Clerk



August 22, 2013



File: TT13-0-003

## INTERNAL REFERRAL FOR PROPOSED SUBDIVISION

**Agent:** Brown Okamura and Associates Ltd.

**Subject:** SUBDIVISION APPLICATION  
LOTS 1&2 , BLOCK 46, PLAN 2319JK  
WITHIN SW1/4 -5-10-16 W 4<sup>th</sup> M  
Municipal Address 5505 56 Ave.

**Proposed Subdivision:** Brown Okamura and Assoc. Ltd. proposes as follows: an application intended to subdivide the above noted properties into 4 lots of 0.031ha, 0.016ha, 0.035ha and 0.038ha .

Preliminary Stage:

Application Submitted:

Greg Birch, CAO  
 Rob Cressman, PSD  
 D. Culler, CSD  
 Superior Safety Codes

Jordi Nickolet MEPW \ Phil Abel  
 Chris Zuidhof, Epcor  
 Mike Boss, ESD  
 Alf Rudd, Chief of Police

**Your Comments:**

No CONCERNS

**Please return comments to Planning Department by , September 6 2013**

cc: Tax & Utility Clerk

August 22, 2013



File: TT13-0-003

## INTERNAL REFERRAL FOR PROPOSED SUBDIVISION

Agent: Brown Okamura and Associates Ltd.

Subject: **SUBDIVISION APPLICATION**  
**LOTS 1&2, BLOCK 46, PLAN 2319JK**  
**WITHIN SW1/4 -5-10-16 W 4<sup>th</sup> M**  
**Municipal Address 5505 56 Ave.**

**Proposed Subdivision:** Brown Okamura and Assoc. Ltd. proposes as follows: an application intended to subdivide the above noted properties into 4 lots of 0.031ha, 0.016ha, 0.035ha and 0.038ha .

Preliminary Stage:

Application Submitted:

Greg Birch, CAO  
 Rob Cressman, PSD  
 D. Culler, CSD  
 Superior Safety Codes

Jordi Nickolet MEPW \ Phil Abel  
 Chris Zuidhof, Epcor  
 Mike Boss, ESD  
 Alf Rudd, Chief of Police

### Your Comments:

1. THE 'PATHWAY' WITHIN PROPOSED LOT 45 SEEMS UNUSUAL AND UNNECESSARY, BUT IS PROBABLY NOT AN ITEM OF CONCERN FOR THE TOWN.
2. THE LAND USE BYLAW REQUIREMENTS FOR ON-SITE PARKING (USUALLY A DEVELOPMENT PERMIT ISSUE) SHOULD BE REVIEWED IN THE CONTEXT OF THE PROPOSED LOT LAYOUT.

**Please return comments to Planning Department by , September 6 2013**

cc: Tax & Utility Clerk

August 22, 2013



File: TT13-0-003

## INTERNAL REFERRAL FOR PROPOSED SUBDIVISION

**Agent:** Brown Okamura and Associates Ltd.

**Subject:** **SUBDIVISION APPLICATION**  
**LOTS 1&2 , BLOCK 46, PLAN 2319JK**  
**WITHIN SW1/4 -5-10-16 W 4<sup>th</sup> M**  
**Municipal Address 5505 56 Ave.**

**Proposed Subdivision:** Brown Okamura and Assoc. Ltd. proposes as follows: an application intended to subdivide the above noted properties into 4 lots of 0.031ha, 0.016ha, 0.035ha and 0.038ha .

Preliminary Stage:

Application Submitted:

Greg Birch, CAO  
 Rob Cressman, PSD  
 D. Culler, CSD  
 Superior Safety Codes

Jordi Nickolet MEPW \ Phil Abel  
 Chris Zuidhof, Epcor  
 Mike Boss, ESD  
 Alf Rudd, Chief of Police

**Your Comments:**

None -

Rob C  
Director of Community  
Services

August 26, 2013.

**Please return comments to Planning Department by , September 6 2013**

cc: Tax & Utility Clerk

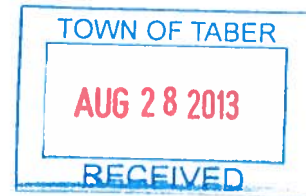
# Taber Irrigation District

4420 - 44th Street  
Taber, Alberta T1G 2J6  
Telephone: (403) 223-2148  
Fax: (403) 223-2924  
Email: tid@telusplanet.net

# TID

*Specialty Crop  
Country*

**August 27, 2013**



**Town of Taber  
4900A - 50<sup>th</sup> Street  
Taber, Alberta  
T1G 1T1**

**Attention: Jillianne Koroluk, Development Officer**

**Re: Subdivision Application within SW 5-10-16 W4  
Lots 1 & 2, Block 46, Plan 2319JK  
Your File: TT-13-0-03**

---

The Taber Irrigation District has no objection to the proposed subdivision of the existing 0.12ha parcel northeast of the intersection of 50th Street and 56th Avenue into 4 residential lots. Note that it appears that there is a typo in the subject heading of your cover letter indicating a Municipal Address of 5505 56 Ave. and also on the Form 1 Application for Subdivision indicating the corner of 50th Street and 65th Avenue.

Sincerely,

A handwritten signature in blue ink, appearing to read "C. Gallagher".

Christopher W. Gallagher  
District Manager

## Alberta Health Services

5009 - 56 Street Taber, AB T1G 1M8

Phone Number: 403-223-7230 Fax Number: 403-223-8733

### LAND USE INSPECTION REPORT

<b>Mail To:</b> A - 4900 50 Street Taber, AB T1G 1T1	<b>Our File Number:</b> 541-0002200-11 <b>Inspection Date:</b> September 4, 2013 <b>Report Date:</b> September 4, 2013
<b>Attention:</b> Town of Taber	
<b>Facility Inspected:</b> Town of Taber Facility Contact: Town of Taber Site Phone: 403-223-5500 Site Fax: 403-223-5530	<b>Site Address:</b> A - 4900 50 Street Taber, AB T1G 1T1
<b>Facility Category:</b> Land Use, Development <b>Inspection Type:</b> Demand Inspection: Subdivision <b>Action(s) Taken:</b> No Objection <b>Delivery Method:</b> Hand Delivery	

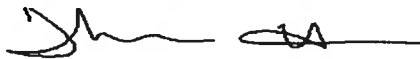
Lots 1&2, Block 46, Plan 2319JK within SW 5-10-16 W4M; Town of Taber; TT13-0-03

Attn: Jill Koroluk

After a review of the information provided and an on-site inspection, this office has no objection to the proposed subdivision provided that:

1. All applicable regulations, standards and by-laws are met.
2. The grounds slopes away from the building to prevent water accumulation and infiltration.
3. Water runoff through the gutter system is diverted an adequate distance from the foundation for the building to prevent water infiltration.

Should you have any questions regarding this report, please do not hesitate to contact me at 403-223-7230.



Theron White  
Executive Officer

Our Reference: 2512-SW 5-10-16-W4M (3/36)  
Your Reference: TT13-0-03

August 28, 2013

Ms. Jill Koroluk  
Development Officer  
Town of Taber  
4900A – 50 Street  
Taber, AB T1G 1T1

Dear Ms. Koroluk:

**RE: PROPOSED SUBDIVISION  
LOTS 1-2, BLOCK 46, PLAN 2319 JK  
PORTION OF THE SW 5-10-16-W4M  
TOWN OF TABER**

Reference your file to create two (2) residential lots at the above noted location.

By definition the subject property is not adjacent to Highways 3 and 36 of which at this location the posted speed limits are less than 80 kilometres per hour. Pursuant to Section 5(5)(d)(i) of the Subdivision and Development Regulation, being Alberta Regulation 43/2002, the Deputy Minister of Transportation is not a required referral.

Notwithstanding the foregoing, we have no objections and/or concerns with the creation of the residential parcels as proposed and/or favorable consideration by the Town of Taber subdivision authority.

Yours truly,



Leah Olsen  
Development/Planning Technologist

LO/kc



DATE: September 9, 2013

Town of Taber  
Attention: Jillianne Koroluk  
Fax: (403) 223-5530

RE: **Your File: TT13-0-03**

**Legal Description: Lots 1&2, Block 46, Plan 2319JK  
Within SW ¼ 5-10-16 W4M, 5505 56 Avenue, Taber**

In reference to the above noted subdivision application, please be advised of the following:

- ATCO Gas has no objections to the proposed subdivision.
- ATCO Gas has no objections to the proposed subdivision as our existing gas lines are covered by easement.
- ATCO Gas requires an easement to cover our unprotected gas line as shown hi-lighted on the attached plan. Please contact our Land department in Lethbridge at (403) 380-5417 to arrange to have our documents signed.
- ATCO Gas requires a Utility Right of Way as shown hi-lighted on the attached plan. The Utility Right of Way should be 3.0 meters in width if they are solely for the use of ATCO Gas and 3.5 meters in width if the easement is to be shared with other utilities. All easements are to be registered as a general Utility Right of Way granted to the Town of Taber and are to be registered concurrently with the legal plan of subdivision. No structures or portions there of may be erected within the Right of Way without prior written consent from the company.
- ATCO Gas requires that the existing Utility Right of Way as shown hi-lighted on the attached plan should be maintained to provide future service. Trusting the above condition is met we have no further objections.
- The developer must determine the exact location of the existing service line(s). This can be done by contacting Alberta 1<sup>st</sup> Call at 1-800-242-3447 to arrange for an in-field location. If any part of the service line is not located wholly within the parcel it will serve as a result of the proposed subdivision, the service line will have to be relocated at the developer's expense. Alternatively an easement of a size and specification satisfactory to ATCO Gas may be registered to protect the portion of service line not wholly located within the lot or parcel it serves. Please contact our Land department at 380-5417 with any inquires concerning obtaining an easement.
- Please be aware of our existing gas main(s) located within the proposed subdivision. Should the existing gas main(s) need to be relocated, any and all costs associated with the relocation will be borne by the developer. Please contact our Engineering department in our Lethbridge office at (403) 380-5475 to discuss relocation options.
- Our conditions have been met and we have no further objections to the application.

Sincerely,

Irene C. Doucette  
ATCO Gas Engineering Department

## Koroluk, Jillian

---

**From:** Isabel.Solis@atcopipelines.com  
**Sent:** Monday, September 16, 2013 1:43 PM  
**To:** Koroluk, Jillian  
**Subject:** 13-2617 Response - TT13-0-03

Good Afternoon,

ATCO PIPELINES has no objection.

Thank you ☺

**Isabel Solis | Pipelines Engineering Clerk**

ATCO Pipelines | 7210-42 Street NW | Edmonton, AB T6B 3H1  
T: 780.420.3896 | F: 780.420.7411

**ATCO Pipelines has a new website! Check it out here: [www.atcopipelines.com](http://www.atcopipelines.com)**

**MISSION: ATCO Pipelines provides reliable and efficient delivery of natural gas and is committed to operational excellence and superior customer service while ensuring the safety of our employees and the public.**

 Please consider the environment before printing this e-mail



## Koroluk, Jilliann

---

**From:** Ray Taylor <Ray.Taylor@TELUS.COM>  
**Sent:** Friday, September 13, 2013 10:37 AM  
**To:** Koroluk, Jilliann  
**Subject:** Telus Response for Subdivision application TT 13-0-03

Hi Jill

Please advise applicant that Telus will require a blanket easement for this property.  
As this is going from a church development to a multifamily unit .  
Telus will service to one main demark .  
And a inside wire extension from that location to each tenant.

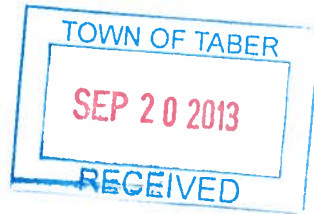
The Subdivision Applicant must provide a registered utility easement for all service requirements, if no direct access from the new lot, to road allowance is possible; or if existing facilities cross new property lines. Copies of the registration are to be forwarded to: TELUS Communications Real Estate, attn. Lori White (604-432- 3928 )

TELUS Communications Real Estate  
15079 64ave .  
Surrey, B.C  
V3S 1X9 .

Thank you

Ray Taylor  
TELUS Communications Company  
Technician, Engineering Lethbridge  
Tech Strategy and Operations  
2nd Flr. 808 - 4 Ave. S.  
Lethbridge , AB  
T1J 0P2  
Tel 403-382-2445 | Mobile 403-894-2445  
Member of the TELUS team  
the future is friendly®

"This e-mail, including any attachments, is for the sole use of the intended recipient and may contain confidential information. If you are not the intended recipient, please notify us by e-mail or by telephone (collect,if necessary) and destroy this e-mail and any copies. Thank you"



**APPLICATION FOR SUBDIVISION OF LAND**

Our File: TT13-0-03

Date of Receipt: August 19, 2013

August 22, 2013

REFERRAL TO: TELUS, Fortis Network Alberta, ATCO Gas, Shaw Cable, Alberta Health Services, Horizon School Division #67, Holy Spirit RC Separate Regional Division #4, Alberta Environment, Alberta Transportation

FROM: Jill Koroluk, Development Officer

Subject: **SUBDIVISION APPLICATION**  
**LOTS 1&2, BLOCK 46, PLAN 2319JK**  
**WITHIN SW1/4 -5-10-16 W 4<sup>th</sup> M**  
**Municipal Address 5505 56 Ave.**

The Town of Taber is in receipt of an application to subdivide the above noted property. This application is intended subdivide the existing 0.12ha parcel into 4 residential lots.

Please see the enclosed application form and diagram for further details.

In accordance with Section 5 of the Province of Alberta Municipal Government Act Subdivision and Development Regulation, please submit your comments respecting the proposed subdivision.

To assist the Town of Taber in complying with the statutory limit for making a decision on this application, **please reply before September 13, 2013.**

Please contact this office at 403-233-5500, ext 5527 or email [jkoroluk@taber.ca](mailto:jkoroluk@taber.ca) if you require any further information.

*Jillian Koroluk*  
Jill Koroluk  
Development Officer  
Attachments

**Approved – No Objection – Fortis Alberta Inc.**

SIGNED \_\_\_\_\_

DATE \_\_\_\_\_

*[Signature]*  
**GARRY SIMPSON**  
LAND AGENT  
LICENSE # 4140

This EASEMENT AGREEMENT is made this day of June, 2014 between:

**335653 ALBERTA LTD.**

of [REDACTED] Taber, Alberta T1G 1M4  
(hereinafter referred to as "the Grantor")

OF THE FIRST PART

- and -

**335653 ALBERTA LTD.**

of [REDACTED] Taber, Alberta T1G 1M4  
(hereinafter referred to as "the Grantee")

OF THE SECOND PART.

RECITALS:

WHEREAS the Grantor is the owner of an estate in fee simple subject however to the encumbrances, liens and interests as are notified by memorandum endorsed thereon in those lands legally described as follows:

PLAN 141 \_\_\_\_\_  
BLOCK 1  
LOTS 44, 45, 46 AND 47

EXCEPTING THEREOUT ALL MINES AND MINERALS

(each of which Lots are hereinafter referred to both as a "Servient Tenement" or "Servient Tenement Lot" and a "Dominant Tenement" or a "Dominant Tenement Lot");

AND WHEREAS the Grantor intends to grant an easement for utility right-of-way such that each and every Lot as set out and described above shall be deemed to be a servient tenement to the other Lots set out and described above, and each and every Lot as set out and described above shall be deemed to be a dominant tenement to the other Lots set out and described above, it being acknowledged and agreed that this agreement shall serve to burden and to benefit each of the Lots set out and described above as both servient and dominant tenements;

NOW THEREFORE this Agreement witnesses that in consideration of the Recitals set out above, which are acknowledged to be true and correct, and in consideration of the covenants hereinafter contained to be kept and performed, and in consideration of the benefit to each aforesaid Lot from the whole of the covenants herein contained, the Grantor grants to the Grantee, its successors and assigns and to the occupants of each Dominant Tenement Lot the right and privileges of an easement in, through and over each Servient Tenement Lot for all purposes necessary and incidental to the operation, replacement and maintenance of utility services including power lines, water lines, water shut-off valves, sewer lines, telephone lines, cable service lines and natural gas lines, same having been established for the purpose of

delivering utility services to and through each Servient Tenement for the use and betterment of each Dominant Tenement.

1. The rights granted to the Grantee will be exercised in a proper and workmanlike manner. The said utility services and utility lines shall not be removed by the Grantor and shall be maintained by the Grantor in their current locations as existing at the date of this Agreement.
2. The Grantee shall have the right to use the utility lines for the use and betterment of each Dominant Tenement, and shall share with the Grantor the cost of maintenance and repair to the said utility lines. The Grantee shall ensure that separate metering devices are installed such that each Dominant Tenement Lot shall be billed for and pay for its own separate utility services delivered to and consumed for that Dominant Tenement Lot.
3. The rights herein granted June be exercised by the Grantee, its employees, agents, contractors and sub-contractors or any person acting on the Grantee's behalf with all necessary machinery, equipment and personnel. Any additional works that have not been expressly permitted herein shall not be undertaken nor constructed by the Grantee upon any Servient Tenement Lot without the prior written consent of the Grantor first had and obtained.
4. The Grantor shall have the right to use and enjoy each Servient Tenement Lot for any purpose except that which would interfere with the rights herein granted to the Grantee. The Grantee shall have and exercise the rights herein granted for the purposes herein stated provided always that any such use will not interfere with the Grantor's normal use of a Servient Tenement Lot.
5. The Grantee in carrying out any activities or operations on the Servient Tenement will not interfere in any way whatsoever with any utility system, equipment, machinery or any pre-existing fixtures owned by any person other than the Grantee including the Grantor or any tenant of the Grantor. The Grantee in carrying out any activities will cause as little inconvenience to the Grantor as is possible, and any workings of the Grantor shall, so far as is reasonably practicable, be restored to their former condition.
6. The Grantee shall indemnify and save harmless the Grantor and his successors in title and assigns for any damages or loss sustained by the Grantor or his successors in title or assigns as a result of the Grantee's exercising its rights hereunder.
7. The Grantee shall have the right to the use and access of the existing utility works and utility lines only, and shall not construct or install any new works without the further consent of the Grantor.
8. The parties hereto agree that during the term of this Easement the rights, privileges and easement hereby granted run with each Dominant Tenement Lot and each Servient Tenement Lot and shall enure to the benefit of and be binding upon the respective successors and assigns of the

parties hereto and upon future owners of the Dominant Tenement Lots and Servient Tenement Lots.

IN WITNESS WHEREOF the Grantor and the Grantee has executed the within Easement as of the day and year first above written.

**335653 ALBERTA LTD.**

**Per:** \_\_\_\_\_  
(President - Hendrik deVlieger)

**PARTY WALL AGREEMENT**

This Agreement is made this \_\_\_\_\_ day of June, 2014 between:

**335653 ALBERTA LTD.**

of [REDACTED] Taber, Alberta T1G 1M4  
(hereinafter called "the First Party")

OF THE FIRST PART

- and -

**335653 ALBERTA LTD.**

of [REDACTED] Taber, Alberta T1G 1M4  
(hereinafter called "the Second Party")

OF THE SECOND PART.

WHEREAS the First Party is the registered owner of the following parcel:

PLAN 141 \_\_\_\_\_  
BLOCK 46  
LOT 45  
EXCEPTING THEREOUT ALL MINES AND MINERALS  
(hereinafter called Parcel A);

AND WHEREAS the Second Party is the registered owner of the following parcel;

PLAN 141 \_\_\_\_\_  
BLOCK 46  
LOT 47  
EXCEPTING THEREOUT ALL MINES AND MINERALS  
(hereinafter called Parcel B);

(Parcel A and Parcel B hereinafter sometimes collectively referred to herein as "the land" or the "parcels");

AND WHEREAS Parcel A and Parcel B are parcels immediately adjoining each other, AND WHEREAS there is erected on Parcel A and on Parcel B a building having as to Parcel A a wall on and adjoining the common boundary line existing between Parcel A and Parcel B, and having as to Parcel B a wall on and adjoining the common boundary line existing between Parcel A and Parcel B;

AND WHEREAS the wall erected on Parcel A and on Parcel B form a single centre wall on both sides of the common boundary line existing between Parcel A and Parcel B;

AND WHEREAS the parties hereto have agreed to the use of the said centre wall and foundations therefore as a party wall (hereinafter called "the party wall");

AND WHEREAS the Town of Taber, being a municipal corporation existing under the laws of the Province of Alberta (hereinafter referred to as "the Town") requires the creation of certain rights, encroachments and other rights of the owners of each parcel as well as the approval of the owners of each parcel as to the existence of a party wall, structural features and the proximity of separate utility installations;

NOW THEREFORE in consideration of the premises and the sum of One (\$1.00) Dollar now paid by the First Party and the Second Party each to the other (receipt whereof is hereby acknowledged) and the protection of each Parcel and its respective owners the First Party covenants and agrees with the Second Party and the Second Party covenants with the First Party as follows:

1. The First Party, as owner of Parcel A (the servient tenement) does hereby grant unto the owner of Parcel B (the dominant tenement) his heirs, successors and assigns, the rights, privileges, covenants and easements hereinafter described.
2. The Second Party, as owner of Parcel B (the servient tenement) does hereby grant unto the owner of Parcel A (the dominant tenement), his heirs, successors and assigns, the rights, privileges, covenants and easements hereinafter described.
3. The single centre wall and foundations therefor located both above and below ground level on and adjoining the common boundary existing between Parcel A and Parcel B is and is hereby declared to be a party wall between the building erected on Parcel A and the building erected on Parcel B and shall be used and maintained as a party wall and owned jointly by the owners of the Parcels upon which such party wall has been constructed. The middle line of the party wall is on the dividing line between Parcel A and Parcel B and shall coincide with the common boundary existing between Parcel A and Parcel B.
4. Any encroachment by the party wall or the fire wall or lot wall including structural trusses and roofing materials located on, near or adjoining the common boundary between Parcel A and Parcel B where such wall, including structural trusses and roofing materials extends beyond the party wall and which wall, including structural trusses and roofing materials has been solely erected and constructed for the purpose of providing a roof and providing support of the roof of one or more of the dwelling units (which said fire wall or lot wall and trusses and materials shall be deemed to be included in the definition of "party wall" but is sometimes hereinafter referred to as an "extension wall") and the foundation and footings therefor and any existing projections such as roof eaves, eavestroughs, gables, overhangs, trims or exterior cladding shall constitute a perpetual right, privilege and easement insofar as it encroaches on the dominant and servient tenements respectively. Each owner, its agents, contractors or employees shall have access to the adjoining lot to the extent reasonably required for the purpose of constructing, maintaining, repairing and rebuilding the party wall and the utilities thereon or thereunder. Either of the owners of Parcels A and B, its agents, contractors or employees shall have the right to break through the party wall and to dig up the land for the purpose of repairing or restoring sewage and water lines and other utilities, subject to the obligation to restore the party wall and the land to their previous condition as his own expense and the payment to the adjoining owner of any damages caused thereby.

5. The owner of either Parcel, its agents, contractors or employees June rebuild the whole or any portion of the party wall excepting an extension wall in the event of its partial or total destruction, and the cost of repairs and maintenance of the party wall in the event of its partial or total destruction except in the case of negligence by one of the owners or his agents, employees, invitees or tenants, shall be borne equally by the owners from time to time of Parcels A and B and each owner hereby agrees to so contribute upon request to such cost, provided that whenever the party wall or any portion thereof is rebuilt it shall be erected on the place where it now stands and shall be of the same size and of the same or similar materials and of like quality with the present or last existing party wall and shall be constructed in accordance with the minimum standards provided in the building by-law applicable in the municipality or, in the absence of such a by-law, then in accordance with the minimum standards provided by the *Alberta Uniform Building Standards Act*.
6. Prior to the rebuilding of the party wall, the party who intends to actually rebuild shall send to the other party plans and specifications of the party wall to be rebuilt and request the other's written approval thereof. Upon written approval by the other party of the said plans and specifications, the party so requesting June proceed with the rebuilding in accordance therewith. Should written approval not be received within seven (7) days after request, then any party June make a submission pursuant to the *Arbitration Act*, R.S.A. 1980, c.A-43, as amended, and there shall be two (2) arbitrators, one named by each party, and they shall proceed pursuant to Schedule "A" thereof, and the parties shall be bound by the terms of the said Act.
7. Whenever the party wall is rebuilt any injury caused by construction of such rebuilding shall be made good, and any rebuilding shall be of good materials and workmanship and when rebuilt shall remain a party wall subject to the terms of this Agreement. Except as otherwise provided herein the respective owners of the Parcels shall not alter or change the party wall, excepting an extension wall, in any manner, interior decoration excepted.
8. The use of the party wall by the owners from time to time of Parcels A and B shall be perpetual but no covenant herein shall be personally binding upon a party from time to time except in respect of a breach occurring during the period that he is the owner of the Parcel A or of the Parcel B, as the case June be.
9. No part of the estate in fee simple of Parcel A upon which the party wall in constructed shall become vested in the owner of Parcel B and no part of the estate in fee simple of Parcel B on which the party wall is constructed shall become vested in the owner of Parcel A.
10. If either owner is in breach of his covenants to repair, rebuild, maintain or contribute to the costs of the party wall or damage done to the adjoining parcel by virtue of the exercise of any rights under this Agreement, the other owner June repair, rebuild, maintain or pay for the party wall or other damage as required, and June recover the cost of same from the owner in breach to the extent that such owner is obligated to contribute to the cost and shall be entitled to file a Builder's Lien against the Parcel of the owner in breach.
11. The owners of Parcel A and Parcel B shall properly maintain and keep in a good state of repair in a good and workmanlike manner at their shared cost and expense, any extension wall and the roof eaves, eavestroughs, gables, overhangs, trims, exterior cladding or sheathing or



other projections of any kind which form part of the dwelling house situated on the Parcel and each owner shall have the right to encroach on the adjoining Parcel to repair or replace any extension wall or projections and the owner thereof, his agents, contractors or employees is hereby granted an easement for such reasonable access as is required to maintain, repaint, refinish, repair or replace or otherwise maintain any extension wall or projection. Where such extension wall faces and abuts the property line of the adjoining Parcel, the owner of such adjoining Parcel covenants and agrees that he will not erect, construct or attach any apparatus or device of any nature or kind whatsoever, nor will he suffer, permit, or allow any use of his Parcel which will or would be likely to hinder, molest, annoy or otherwise cause nuisance to the other owner or interfere with maintenance of such extension wall. In the event of damage or destruction of any extension wall from any cause other than the negligence of the adjoining owner, the owner of the extension wall shall, at his own expense repair or rebuild the extension wall if he elects to do so. The party to whom the benefit of the within easement is granted shall not damage any grass, shrubbery, bushes, plants or improvements on the Parcel of the party granting the easement and, in the event of any such damage, the party suffering such damage shall be entitled to be compensated therefor.

12. In the event of the destruction of the building on either Parcel the obligations on the part of the owner therefor to rebuild the party wall shall cease where said owner provides written notice that the destroyed building will not be reconstructed so as to attach to the party wall.

13. The owner of each Parcel, its agents, contractors, or employees shall have the right to enter onto the other parcel to the extent reasonably required to dig up, inspect, repair, maintain and replace such overhead or underground utilities including incoming conduit and service wires, junction boxes and meter bases servicing one Parcel as June be located on the other Parcel. Where such works are performed the owner performing such work shall expeditiously restore the other Parcel, where disturbed by such works, to the condition that existed prior to the performance of such works. The owner of each Parcel shall be responsible for a one half share of all reasonable costs incurred by the owner of either Parcel A or Parcel B for work on utilities which provides service to both the said Parcels, save and except where the said inspection, repair maintenance or replacement is caused by the negligence of one owner, in which the case the said negligent owner shall be responsible for all costs.

14. The parties hereto agree that no more than one distinct dwelling unit shall be permitted on each of Parcels A and B and shall take such steps as June be necessary to ensure that no additional dwelling units are developed or occupied.

15. Any provision herein found or made void or unenforceable by any court under law shall not void or render unenforceable the remaining provisions hereof.

16. The rights, privileges and easements granted and the restrictive covenants and conditions made herein shall run with and be legally annexed to the land including both Parcel A and Parcel B and they shall extend to and enure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns of the parties hereto respectively.

17. The rights, privileges, covenants and easements hereby granted shall not be extinguished in the event that title to or ownership of either of the Parcels which adjoin each other shall be vested in the same person. Further and in any event, if any such extinguishment shall occur and title for such adjoining Parcel shall thereafter be divested from such common ownership, thereafter the successors in title to such Parcels shall be and remain bound to and in respect of the rights, privileges, covenants and easements hereby granted and entitled to the benefits thereof as rights, privileges and obligations which are created under and by virtue of this Agreement.

18. Nothing contained in this Agreement shall be construed so as to alter the rights of any mortgagee of either Parcel to obtain payment of insurance monies in rebuilding, reinstating or repairing all or any part of the dwelling units located on the land or as its option to have such insurance monies paid to it or paid to it partly in one way and partly in the other or applied in whole or in part of the mortgage debt or any part thereof whether due or not then due.

19. The Parties hereto agree to register this Agreement or a Caveat or other encumbrance relating thereto in the Land Titles Office of Alberta.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement as of the day and year first above written.

	)	<b>335653 ALBERTA LTD.</b>
	)	
c/s	)	
	)	
	)	_____
	)	Per: Henk de Vlieger – President
	)	
	)	
	)	<b>335653 ALBERTA LTD.</b>
	)	
c/s	)	
	)	
	)	_____
	)	Per: Henk de Vlieger - President

**PARTY WALL AGREEMENT**

This Agreement is made this \_\_\_\_\_ day of June, 2014 between:

**335653 ALBERTA LTD.**  
of [REDACTED], Taber, Alberta T1G 1M4  
(hereinafter called "the First Party")

OF THE FIRST PART

- and -

**335653 ALBERTA LTD.**  
of [REDACTED] Taber, Alberta T1G 1M4  
(hereinafter called "the Second Party")

OF THE SECOND PART.

WHEREAS the First Party is the registered owner of the following parcel:

PLAN 141 \_\_\_\_\_  
BLOCK 46  
LOT 45  
EXCEPTING THEREOUT ALL MINES AND MINERALS  
(hereinafter called Parcel A);

AND WHEREAS the Second Party is the registered owner of the following parcel;

PLAN 141 \_\_\_\_\_  
BLOCK 46  
LOT 46  
EXCEPTING THEREOUT ALL MINES AND MINERALS  
(hereinafter called Parcel B);

(Parcel A and Parcel B hereinafter sometimes collectively referred to herein as "the land" or the "parcels");

AND WHEREAS Parcel A and Parcel B are parcels immediately adjoining each other, AND WHEREAS there is erected on Parcel A and on Parcel B a building having as to Parcel A a wall on and adjoining the common boundary line existing between Parcel A and Parcel B, and having as to Parcel B a wall on and adjoining the common boundary line existing between Parcel A and Parcel B;

AND WHEREAS the wall erected on Parcel A and on Parcel B form a single centre wall on both sides of the common boundary line existing between Parcel A and Parcel B;

AND WHEREAS the parties hereto have agreed to the use of the said centre wall and foundations therefore as a party wall (hereinafter called "the party wall");

AND WHEREAS the Town of Taber, being a municipal corporation existing under the laws of the Province of Alberta (hereinafter referred to as "the Town") requires the creation of certain rights, encroachments and other rights of the owners of each parcel as well as the approval of the owners of each parcel as to the existence of a party wall, structural features and the proximity of separate utility installations;

NOW THEREFORE in consideration of the premises and the sum of One (\$1.00) Dollar now paid by the First Party and the Second Party each to the other (receipt whereof is hereby acknowledged) and the protection of each Parcel and its respective owners the First Party covenants and agrees with the Second Party and the Second Party covenants with the First Party as follows:

1. The First Party, as owner of Parcel A (the servient tenement) does hereby grant unto the owner of Parcel B (the dominant tenement) his heirs, successors and assigns, the rights, privileges, covenants and easements hereinafter described.
2. The Second Party, as owner of Parcel B (the servient tenement) does hereby grant unto the owner of Parcel A (the dominant tenement), his heirs, successors and assigns, the rights, privileges, covenants and easements hereinafter described.
3. The single centre wall and foundations therefor located both above and below ground level on and adjoining the common boundary existing between Parcel A and Parcel B is and is hereby declared to be a party wall between the building erected on Parcel A and the building erected on Parcel B and shall be used and maintained as a party wall and owned jointly by the owners of the Parcels upon which such party wall has been constructed. The middle line of the party wall is on the dividing line between Parcel A and Parcel B and shall coincide with the common boundary existing between Parcel A and Parcel B.
4. Any encroachment by the party wall or the fire wall or lot wall including structural trusses and roofing materials located on, near or adjoining the common boundary between Parcel A and Parcel B where such wall, including structural trusses and roofing materials extends beyond the party wall and which wall, including structural trusses and roofing materials has been solely erected and constructed for the purpose of providing a roof and providing support of the roof of one or more of the dwelling units (which said fire wall or lot wall and trusses and materials shall be deemed to be included in the definition of "party wall" but is sometimes hereinafter referred to as an "extension wall") and the foundation and footings therefor and any existing projections such as roof eaves, eavestroughs, gables, overhangs, trims or exterior cladding shall constitute a perpetual right, privilege and easement insofar as it encroaches on the dominant and servient tenements respectively. Each owner, its agents, contractors or employees shall have access to the adjoining lot to the extent reasonably required for the purpose of constructing, maintaining, repairing and rebuilding the party wall and the utilities thereon or thereunder. Either of the owners of Parcels A and B, its agents, contractors or employees shall have the right to break through the party wall and to dig up the land for the purpose of repairing or restoring sewage and water lines and other utilities, subject to the obligation to restore the party wall and the land to their previous condition as his own expense and the payment to the adjoining owner of any damages caused thereby.

5. The owner of either Parcel, its agents, contractors or employees June rebuild the whole or any portion of the party wall excepting an extension wall in the event of its partial or total destruction, and the cost of repairs and maintenance of the party wall in the event of its partial or total destruction except in the case of negligence by one of the owners or his agents, employees, invitees or tenants, shall be borne equally by the owners from time to time of Parcels A and B and each owner hereby agrees to so contribute upon request to such cost, provided that whenever the party wall or any portion thereof is rebuilt it shall be erected on the place where it now stands and shall be of the same size and of the same or similar materials and of like quality with the present or last existing party wall and shall be constructed in accordance with the minimum standards provided in the building by-law applicable in the municipality or, in the absence of such a by-law, then in accordance with the minimum standards provided by the *Alberta Uniform Building Standards Act*.
6. Prior to the rebuilding of the party wall, the party who intends to actually rebuild shall send to the other party plans and specifications of the party wall to be rebuilt and request the other's written approval thereof. Upon written approval by the other party of the said plans and specifications, the party so requesting June proceed with the rebuilding in accordance therewith. Should written approval not be received within seven (7) days after request, then any party June make a submission pursuant to the *Arbitration Act*, R.S.A. 1980, c.A-43, as amended, and there shall be two (2) arbitrators, one named by each party, and they shall proceed pursuant to Schedule "A" thereof, and the parties shall be bound by the terms of the said Act.
7. Whenever the party wall is rebuilt any injury caused by construction of such rebuilding shall be made good, and any rebuilding shall be of good materials and workmanship and when rebuilt shall remain a party wall subject to the terms of this Agreement. Except as otherwise provided herein the respective owners of the Parcels shall not alter or change the party wall, excepting an extension wall, in any manner, interior decoration excepted.
8. The use of the party wall by the owners from time to time of Parcels A and B shall be perpetual but no covenant herein shall be personally binding upon a party from time to time except in respect of a breach occurring during the period that he is the owner of the Parcel A or of the Parcel B, as the case June be.
9. No part of the estate in fee simple of Parcel A upon which the party wall is constructed shall become vested in the owner of Parcel B and no part of the estate in fee simple of Parcel B on which the party wall is constructed shall become vested in the owner of Parcel A.
10. If either owner is in breach of his covenants to repair, rebuild, maintain or contribute to the costs of the party wall or damage done to the adjoining parcel by virtue of the exercise of any rights under this Agreement, the other owner June repair, rebuild, maintain or pay for the party wall or other damage as required, and June recover the cost of same from the owner in breach to the extent that such owner is obligated to contribute to the cost and shall be entitled to file a Builder's Lien against the Parcel of the owner in breach.
11. The owners of Parcel A and Parcel B shall properly maintain and keep in a good state of repair in a good and workmanlike manner at their shared cost and expense, any extension wall and the roof eaves, eavestroughs, gables, overhangs, trims, exterior cladding or sheathing or

other projections of any kind which form part of the dwelling house situated on the Parcel and each owner shall have the right to encroach on the adjoining Parcel to repair or replace any extension wall or projections and the owner thereof, his agents, contractors or employees is hereby granted an easement for such reasonable access as is required to maintain, repaint, refinish, repair or replace or otherwise maintain any extension wall or projection. Where such extension wall faces and abuts the property line of the adjoining Parcel, the owner of such adjoining Parcel covenants and agrees that he will not erect, construct or attach any apparatus or device of any nature or kind whatsoever, nor will he suffer, permit, or allow any use of his Parcel which will or would by likely to hinder, molest, annoy or otherwise cause nuisance to the other owner or interfere with maintenance of such extension wall. In the event of damage or destruction of any extension wall from any cause other than the negligence of the adjoining owner, the owner of the extension wall shall, at his own expense repair or rebuild the extension wall if he elects to do so. The party to whom the benefit of the within easement is granted shall not damage any grass, shrubbery, bushes, plants or improvements on the Parcel of the party granting the easement and, in the event of any such damage, the party suffering such damage shall be entitled to be compensated therefor.

12. In the event of the destruction of the building on either Parcel the obligations on the part of the owner therefor to rebuild the party wall shall cease where said owner provides written notice that the destroyed building will not be reconstructed so as to attach to the party wall.

13. The owner of each Parcel, its agents, contractors, or employees shall have the right to enter onto the other parcel to the extent reasonably required to dig up, inspect, repair, maintain and replace such overhead or underground utilities including incoming conduit and service wires, junction boxes and meter bases servicing one Parcel as June be located on the other Parcel. Where such works are performed the owner performing such work shall expeditiously restore the other Parcel, where disturbed by such works, to the condition that existed prior to the performance of such works. The owner of each Parcel shall be responsible for a one half share of all reasonable costs incurred by the owner of either Parcel A or Parcel B for work on utilities which provides service to both the said Parcels, save and except where the said inspection, repair maintenance or replacement is caused by the negligence of one owner, in which the case the said negligent owner shall be responsible for all costs.

14. The parties hereto agree that no more than one distinct dwelling unit shall be permitted on each of Parcels A and B and shall take such steps as June be necessary to ensure that no additional dwelling units are developed or occupied.

15. Any provision herein found or made void or unenforceable by any court under law shall not void or render unenforceable the remaining provisions hereof.

16. The rights, privileges and easements granted and the restrictive covenants and conditions made herein shall run with and be legally annexed to the land including both Parcel A and Parcel B and they shall extend to and enure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns of the parties hereto respectively.



**PARTY WALL AGREEMENT**

This Agreement is made this \_\_\_\_\_ day of June, 2014 between:

**335653 ALBERTA LTD.**  
of [REDACTED] Taber, Alberta T1G 1M4  
(hereinafter called "the First Party")

OF THE FIRST PART

- and -

**335653 ALBERTA LTD.**  
of [REDACTED] Taber, Alberta T1G 1M4  
(hereinafter called "the Second Party")

OF THE SECOND PART.

WHEREAS the First Party is the registered owner of the following parcel:

PLAN 141 \_\_\_\_\_  
BLOCK 46  
LOT 46  
EXCEPTING THEREOUT ALL MINES AND MINERALS  
(hereinafter called Parcel A);

AND WHEREAS the Second Party is the registered owner of the following parcel;

PLAN 141 \_\_\_\_\_  
BLOCK 46  
LOT 47  
EXCEPTING THEREOUT ALL MINES AND MINERALS  
(hereinafter called Parcel B);

(Parcel A and Parcel B hereinafter sometimes collectively referred to herein as "the land" or the "parcels");

AND WHEREAS Parcel A and Parcel B are parcels immediately adjoining each other, AND WHEREAS there is erected on Parcel A and on Parcel B a building having as to Parcel A a wall on and adjoining the common boundary line existing between Parcel A and Parcel B, and having as to Parcel B a wall on and adjoining the common boundary line existing between Parcel A and Parcel B;

AND WHEREAS the wall erected on Parcel A and on Parcel B form a single centre wall on both sides of the common boundary line existing between Parcel A and Parcel B;

AND WHEREAS the parties hereto have agreed to the use of the said centre wall and foundations therefore as a party wall (hereinafter called "the party wall");



AND WHEREAS the Town of Taber, being a municipal corporation existing under the laws of the Province of Alberta (hereinafter referred to as "the Town") requires the creation of certain rights, encroachments and other rights of the owners of each parcel as well as the approval of the owners of each parcel as to the existence of a party wall, structural features and the proximity of separate utility installations;

NOW THEREFORE in consideration of the premises and the sum of One (\$1.00) Dollar now paid by the First Party and the Second Party each to the other (receipt whereof is hereby acknowledged) and the protection of each Parcel and its respective owners the First Party covenants and agrees with the Second Party and the Second Party covenants with the First Party as follows:

1. The First Party, as owner of Parcel A (the servient tenement) does hereby grant unto the owner of Parcel B (the dominant tenement) his heirs, successors and assigns, the rights, privileges, covenants and easements hereinafter described.
2. The Second Party, as owner of Parcel B (the servient tenement) does hereby grant unto the owner of Parcel A (the dominant tenement), his heirs, successors and assigns, the rights, privileges, covenants and easements hereinafter described.
3. The single centre wall and foundations therefor located both above and below ground level on and adjoining the common boundary existing between Parcel A and Parcel B is and is hereby declared to be a party wall between the building erected on Parcel A and the building erected on Parcel B and shall be used and maintained as a party wall and owned jointly by the owners of the Parcels upon which such party wall has been constructed. The middle line of the party wall is on the dividing line between Parcel A and Parcel B and shall coincide with the common boundary existing between Parcel A and Parcel B.
4. Any encroachment by the party wall or the fire wall or lot wall including structural trusses and roofing materials located on, near or adjoining the common boundary between Parcel A and Parcel B where such wall, including structural trusses and roofing materials extends beyond the party wall and which wall, including structural trusses and roofing materials has been solely erected and constructed for the purpose of providing a roof and providing support of the roof of one or more of the dwelling units (which said fire wall or lot wall and trusses and materials shall be deemed to be included in the definition of "party wall" but is sometimes hereinafter referred to as an "extension wall") and the foundation and footings therefor and any existing projections such as roof eaves, eavestroughs, gables, overhangs, trims or exterior cladding shall constitute a perpetual right, privilege and easement insofar as it encroaches on the dominant and servient tenements respectively. Each owner, its agents, contractors or employees shall have access to the adjoining lot to the extent reasonably required for the purpose of constructing, maintaining, repairing and rebuilding the party wall and the utilities thereon or thereunder. Either of the owners of Parcels A and B, its agents, contractors or employees shall have the right to break through the party wall and to dig up the land for the purpose of repairing or restoring sewage and water lines and other utilities, subject to the obligation to restore the party wall and the land to their previous condition as his own expense and the payment to the adjoining owner of any damages caused thereby.

5. The owner of either Parcel, its agents, contractors or employees June rebuild the whole or any portion of the party wall excepting an extension wall in the event of its partial or total destruction, and the cost of repairs and maintenance of the party wall in the event of its partial or total destruction except in the case of negligence by one of the owners or his agents, employees, invitees or tenants, shall be borne equally by the owners from time to time of Parcels A and B and each owner hereby agrees to so contribute upon request to such cost, provided that whenever the party wall or any portion thereof is rebuilt it shall be erected on the place where it now stands and shall be of the same size and of the same or similar materials and of like quality with the present or last existing party wall and shall be constructed in accordance with the minimum standards provided in the building by-law applicable in the municipality or, in the absence of such a by-law, then in accordance with the minimum standards provided by the *Alberta Uniform Building Standards Act*.
6. Prior to the rebuilding of the party wall, the party who intends to actually rebuild shall send to the other party plans and specifications of the party wall to be rebuilt and request the other's written approval thereof. Upon written approval by the other party of the said plans and specifications, the party so requesting June proceed with the rebuilding in accordance therewith. Should written approval not be received within seven (7) days after request, then any party June make a submission pursuant to the *Arbitration Act*, R.S.A. 1980, c.A-43, as amended, and there shall be two (2) arbitrators, one named by each party, and they shall proceed pursuant to Schedule "A" thereof, and the parties shall be bound by the terms of the said Act.
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8. The use of the party wall by the owners from time to time of Parcels A and B shall be perpetual but no covenant herein shall be personally binding upon a party from time to time except in respect of a breach occurring during the period that he is the owner of the Parcel A or of the Parcel B, as the case June be.
9. No part of the estate in fee simple of Parcel A upon which the party wall in constructed shall become vested in the owner of Parcel B and no part of the estate in fee simple of Parcel B on which the party wall is constructed shall become vested in the owner of Parcel A.
10. If either owner is in breach of his covenants to repair, rebuild, maintain or contribute to the costs of the party wall or damage done to the adjoining parcel by virtue of the exercise of any rights under this Agreement, the other owner June repair, rebuild, maintain or pay for the party wall or other damage as required, and June recover the cost of same from the owner in breach to the extent that such owner is obligated to contribute to the cost and shall be entitled to file a Builder's Lien against the Parcel of the owner in breach.
11. The owners of Parcel A and Parcel B shall properly maintain and keep in a good state of repair in a good and workmanlike manner at their shared cost and expense, any extension wall and the roof eaves, eavestroughs, gables, overhangs, trims, exterior cladding or sheathing or

other projections of any kind which form part of the dwelling house situated on the Parcel and each owner shall have the right to encroach on the adjoining Parcel to repair or replace any extension wall or projections and the owner thereof, his agents, contractors or employees is hereby granted an easement for such reasonable access as is required to maintain, repaint, refinish, repair or replace or otherwise maintain any extension wall or projection. Where such extension wall faces and abuts the property line of the adjoining Parcel, the owner of such adjoining Parcel covenants and agrees that he will not erect, construct or attach any apparatus or device of any nature or kind whatsoever, nor will he suffer, permit, or allow any use of his Parcel which will or would by likely to hinder, molest, annoy or otherwise cause nuisance to the other owner or interfere with maintenance of such extension wall. In the event of damage or destruction of any extension wall from any cause other than the negligence of the adjoining owner, the owner of the extension wall shall, at his own expense repair or rebuild the extension wall if he elects to do so. The party to whom the benefit of the within easement is granted shall not damage any grass, shrubbery, bushes, plants or improvements on the Parcel of the party granting the easement and, in the event of any such damage, the party suffering such damage shall be entitled to be compensated therefor.

12. In the event of the destruction of the building on either Parcel the obligations on the part of the owner therefor to rebuild the party wall shall cease where said owner provides written notice that the destroyed building will not be reconstructed so as to attach to the party wall.

13. The owner of each Parcel, its agents, contractors, or employees shall have the right to enter onto the other parcel to the extent reasonably required to dig up, inspect, repair, maintain and replace such overhead or underground utilities including incoming conduit and service wires, junction boxes and meter bases servicing one Parcel as June be located on the other Parcel. Where such works are performed the owner performing such work shall expeditiously restore the other Parcel, where disturbed by such works, to the condition that existed prior to the performance of such works. The owner of each Parcel shall be responsible for a one half share of all reasonable costs incurred by the owner of either Parcel A or Parcel B for work on utilities which provides service to both the said Parcels, save and except where the said inspection, repair maintenance or replacement is caused by the negligence of one owner, in which the case the said negligent owner shall be responsible for all costs.

14. The parties hereto agree that no more than one distinct dwelling unit shall be permitted on each of Parcels A and B and shall take such steps as June be necessary to ensure that no additional dwelling units are developed or occupied.

15. Any provision herein found or made void or unenforceable by any court under law shall not void or render unenforceable the remaining provisions hereof.

16. The rights, privileges and easements granted and the restrictive covenants and conditions made herein shall run with and be legally annexed to the land including both Parcel A and Parcel B and they shall extend to and enure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns of the parties hereto respectively.

17. The rights, privileges, covenants and easements hereby granted shall not be extinguished in the event that title to or ownership of either of the Parcels which adjoin each other shall be vested in the same person. Further and in any event, if any such extinguishment shall occur and title for such adjoining Parcel shall thereafter be divested from such common ownership, thereafter the successors in title to such Parcels shall be and remain bound to and in respect of the rights, privileges, covenants and easements hereby granted and entitled to the benefits thereof as rights, privileges and obligations which are created under and by virtue of this Agreement.

18. Nothing contained in this Agreement shall be construed so as to alter the rights of any mortgagee of either Parcel to obtain payment of insurance monies in rebuilding, reinstating or repairing all or any part of the dwelling units located on the land or as its option to have such insurance monies paid to it or paid to it partly in one way and partly in the other or applied in whole or in part of the mortgage debt or any part thereof whether due or not then due.

19. The Parties hereto agree to register this Agreement or a Caveat or other encumbrance relating thereto in the Land Titles Office of Alberta.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement as of the day and year first above written.

c/s	) <b>335653 ALBERTA LTD.</b> ) ) ) ) _____ ) Per: Henk de Vileger – President ) ) )
c/s	) <b>335653 ALBERTA LTD.</b> ) ) ) _____ ) Per: Henk de Vileger - President )

**PARTY WALL AGREEMENT**

This Agreement is made this \_\_\_\_\_ day of June, 2014 between:

**335653 ALBERTA LTD.**  
of [REDACTED] Taber, Alberta T1G 1M4  
(hereinafter called "the First Party")

OF THE FIRST PART

- and -

**335653 ALBERTA LTD.**  
of [REDACTED] Taber, Alberta T1G 1M4  
(hereinafter called "the Second Party")

OF THE SECOND PART.

WHEREAS the First Party is the registered owner of the following parcel:

PLAN 141 \_\_\_\_\_  
BLOCK 46  
LOT 44  
EXCEPTING THEREOUT ALL MINES AND MINERALS  
(hereinafter called Parcel A);

AND WHEREAS the Second Party is the registered owner of the following parcel;

PLAN 141 \_\_\_\_\_  
BLOCK 46  
LOT 45  
EXCEPTING THEREOUT ALL MINES AND MINERALS  
(hereinafter called Parcel B);

(Parcel A and Parcel B hereinafter sometimes collectively referred to herein as "the land" or the "parcels");

AND WHEREAS Parcel A and Parcel B are parcels immediately adjoining each other, AND WHEREAS there is erected on Parcel A and on Parcel B a building having as to Parcel A a wall on and adjoining the common boundary line existing between Parcel A and Parcel B, and having as to Parcel B a wall on and adjoining the common boundary line existing between Parcel A and Parcel B;

AND WHEREAS the wall erected on Parcel A and on Parcel B form a single centre wall on both sides of the common boundary line existing between Parcel A and Parcel B;

AND WHEREAS the parties hereto have agreed to the use of the said centre wall and foundations therefore as a party wall (hereinafter called "the party wall");

AND WHEREAS the Town of Taber, being a municipal corporation existing under the laws of the Province of Alberta (hereinafter referred to as "the Town") requires the creation of certain rights, encroachments and other rights of the owners of each parcel as well as the approval of the owners of each parcel as to the existence of a party wall, structural features and the proximity of separate utility installations;

NOW THEREFORE in consideration of the premises and the sum of One (\$1.00) Dollar now paid by the First Party and the Second Party each to the other (receipt whereof is hereby acknowledged) and the protection of each Parcel and its respective owners the First Party covenants and agrees with the Second Party and the Second Party covenants with the First Party as follows:

1. The First Party, as owner of Parcel A (the servient tenement) does hereby grant unto the owner of Parcel B (the dominant tenement) his heirs, successors and assigns, the rights, privileges, covenants and easements hereinafter described.
2. The Second Party, as owner of Parcel B (the servient tenement) does hereby grant unto the owner of Parcel A (the dominant tenement), his heirs, successors and assigns, the rights, privileges, covenants and easements hereinafter described.
3. The single centre wall and foundations therefor located both above and below ground level on and adjoining the common boundary existing between Parcel A and Parcel B is and is hereby declared to be a party wall between the building erected on Parcel A and the building erected on Parcel B and shall be used and maintained as a party wall and owned jointly by the owners of the Parcels upon which such party wall has been constructed. The middle line of the party wall is on the dividing line between Parcel A and Parcel B and shall coincide with the common boundary existing between Parcel A and Parcel B.
4. Any encroachment by the party wall or the fire wall or lot wall including structural trusses and roofing materials located on, near or adjoining the common boundary between Parcel A and Parcel B where such wall, including structural trusses and roofing materials extends beyond the party wall and which wall, including structural trusses and roofing materials has been solely erected and constructed for the purpose of providing a roof and providing support of the roof of one or more of the dwelling units (which said fire wall or lot wall and trusses and materials shall be deemed to be included in the definition of "party wall" but is sometimes hereinafter referred to as an "extension wall") and the foundation and footings therefor and any existing projections such as roof eaves, eavestroughs, gables, overhangs, trims or exterior cladding shall constitute a perpetual right, privilege and easement insofar as it encroaches on the dominant and servient tenements respectively. Each owner, its agents, contractors or employees shall have access to the adjoining lot to the extent reasonably required for the purpose of constructing, maintaining, repairing and rebuilding the party wall and the utilities thereon or thereunder. Either of the owners of Parcels A and B, its agents, contractors or employees shall have the right to break through the party wall and to dig up the land for the purpose of repairing or restoring sewage and water lines and other utilities, subject to the obligation to restore the party wall and the land to their previous condition as his own expense and the payment to the adjoining owner of any damages caused thereby.

5. The owner of either Parcel, its agents, contractors or employees June rebuild the whole or any portion of the party wall excepting an extension wall in the event of its partial or total destruction, and the cost of repairs and maintenance of the party wall in the event of its partial or total destruction except in the case of negligence by one of the owners or his agents, employees, invitees or tenants, shall be borne equally by the owners from time to time of Parcels A and B and each owner hereby agrees to so contribute upon request to such cost, provided that whenever the party wall or any portion thereof is rebuilt it shall be erected on the place where it now stands and shall be of the same size and of the same or similar materials and of like quality with the present or last existing party wall and shall be constructed in accordance with the minimum standards provided in the building by-law applicable in the municipality or, in the absence of such a by-law, then in accordance with the minimum standards provided by the *Alberta Uniform Building Standards Act*.
6. Prior to the rebuilding of the party wall, the party who intends to actually rebuild shall send to the other party plans and specifications of the party wall to be rebuilt and request the other's written approval thereof. Upon written approval by the other party of the said plans and specifications, the party so requesting June proceed with the rebuilding in accordance therewith. Should written approval not be received within seven (7) days after request, then any party June make a submission pursuant to the *Arbitration Act*, R.S.A. 1980, c.A-43, as amended, and there shall be two (2) arbitrators, one named by each party, and they shall proceed pursuant to Schedule "A" thereof, and the parties shall be bound by the terms of the said Act.
7. Whenever the party wall is rebuilt any injury caused by construction of such rebuilding shall be made good, and any rebuilding shall be of good materials and workmanship and when rebuilt shall remain a party wall subject to the terms of this Agreement. Except as otherwise provided herein the respective owners of the Parcels shall not alter or change the party wall, excepting an extension wall, in any manner, interior decoration excepted.
8. The use of the party wall by the owners from time to time of Parcels A and B shall be perpetual but no covenant herein shall be personally binding upon a party from time to time except in respect of a breach occurring during the period that he is the owner of the Parcel A or of the Parcel B, as the case June be.
9. No part of the estate in fee simple of Parcel A upon which the party wall in constructed shall become vested in the owner of Parcel B and no part of the estate in fee simple of Parcel B on which the party wall is constructed shall become vested in the owner of Parcel A.
10. If either owner is in breach of his covenants to repair, rebuild, maintain or contribute to the costs of the party wall or damage done to the adjoining parcel by virtue of the exercise of any rights under this Agreement, the other owner June repair, rebuild, maintain or pay for the party wall or other damage as required, and June recover the cost of same from the owner in breach to the extent that such owner is obligated to contribute to the cost and shall be entitled to file a Builder's Lien against the Parcel of the owner in breach.
11. The owners of Parcel A and Parcel B shall properly maintain and keep in a good state of repair in a good and workmanlike manner at their shared cost and expense, any extension wall and the roof eaves, eavestroughs, gables, overhangs, trims, exterior cladding or sheathing or

other projections of any kind which form part of the dwelling house situated on the Parcel and each owner shall have the right to encroach on the adjoining Parcel to repair or replace any extension wall or projections and the owner thereof, his agents, contractors or employees is hereby granted an easement for such reasonable access as is required to maintain, repaint, refinish, repair or replace or otherwise maintain any extension wall or projection. Where such adjoining Parcel faces and abuts the property line of the adjoining Parcel, the owner of such adjoining Parcel covenants and agrees that he will not erect, construct or attach any apparatus or device of any nature or kind whatsoever, nor will he suffer, permit, or allow any use of his Parcel which will or would by likely to hinder, molest, annoy or otherwise cause nuisance to the other owner or interfere with maintenance of such extension wall. In the event of damage or destruction of any extension wall from any cause other than the negligence of the adjoining owner, the owner of the extension wall shall, at his own expense repair or rebuild the extension wall if he elects to do so. The party to whom the benefit of the within easement is granted shall not damage any grass, shrubbery, bushes, plants or improvements on the Parcel of the party granting the easement and, in the event of any such damage, the party suffering such damage shall be entitled to be compensated therefor.

12. In the event of the destruction of the building on either Parcel the obligations on the part of the owner therefor to rebuild the party wall shall cease where said owner provides written notice that the destroyed building will not be reconstructed so as to attach to the party wall.

13. The owner of each Parcel, its agents, contractors, or employees shall have the right to enter onto the other parcel to the extent reasonably required to dig up, inspect, repair, maintain and replace such overhead or underground utilities including incoming conduit and service wires, junction boxes and meter bases servicing one Parcel as June be located on the other Parcel. Where such works are performed the owner performing such work shall expeditiously restore the other Parcel, where disturbed by such works, to the condition that existed prior to the performance of such works. The owner of each Parcel shall be responsible for a one half share of all reasonable costs incurred by the owner of either Parcel A or Parcel B for work on utilities which provides service to both the said Parcels, save and except where the said inspection, repair maintenance or replacement is caused by the negligence of one owner, in which the case the said negligent owner shall be responsible for all costs.

14. The parties hereto agree that no more than one distinct dwelling unit shall be permitted on each of Parcels A and B and shall take such steps as June be necessary to ensure that no additional dwelling units are developed or occupied.

15. Any provision herein found or made void or unenforceable by any court under law shall not void or render unenforceable the remaining provisions hereof.

16. The rights, privileges and easements granted and the restrictive covenants and conditions made herein shall run with and be legally annexed to the land including both Parcel A and Parcel B and they shall extend to and enure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns of the parties hereto respectively.



17. The rights, privileges, covenants and easements hereby granted shall not be extinguished in the event that title to or ownership of either of the Parcels which adjoin each other shall be vested in the same person. Further and in any event, if any such extinguishment shall occur and title for such adjoining Parcel shall thereafter be divested from such common ownership, thereafter the successors in title to such Parcels shall be and remain bound to and in respect of the rights, privileges, covenants and easements hereby granted and entitled to the benefits thereof as rights, privileges and obligations which are created under and by virtue of this Agreement.

18. Nothing contained in this Agreement shall be construed so as to alter the rights of any mortgagee of either Parcel to obtain payment of insurance monies in rebuilding, reinstating or repairing all or any part of the dwelling units located on the land or as its option to have such insurance monies paid to it or paid to it partly in one way and partly in the other or applied in whole or in part of the mortgage debt or any part thereof whether due or not then due.

19. The Parties hereto agree to register this Agreement or a Caveat or other encumbrance relating thereto in the Land Titles Office of Alberta.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement as of the day and year first above written.

c/s ) **335653 ALBERTA LTD.**  
 )  
 )  
 )  
 ) \_\_\_\_\_  
 ) Per: Henk de Vlieger – President  
 )  
 )  
 )  
 ) **335653 ALBERTA LTD.**  
 )  
 )  
 )  
 ) \_\_\_\_\_  
 ) Per: Henk de Vlieger - President

This UTILITY RIGHT OF WAY is granted this \_\_\_\_\_ day of June, 2014

BETWEEN:

**335653 ALBERTA LTD.**  
of \_\_\_\_\_, Taber, Alberta T1G 1M4  
(hereinafter referred to as "the Grantor")

OF THE FIRST PART

- and -

**TOWN OF TABER**  
a Municipal Corporation  
of 4900A - 50 Street, Taber, Alberta T1G 1T1  
(hereinafter referred to as "the Grantee")

OF THE SECOND PART.

WHEREAS the Grantor is the owner of an estate in fee simple, subject however to the encumbrances, liens and interests as are notified by memorandum endorsed thereon in those lands legally described as follows:

PLAN 141 \_\_\_\_\_  
BLOCK 1  
LOTS 44, 45, 46 AND 47  
EXCEPTING THEREOUT ALL MINES AND MINERALS

all of which lands are hereinafter referred to as "the Servient Tenement";

AND WHEREAS the Grantee is a municipal corporation and desires to construct or June desire to construct or maintain certain utility services over, across, under or through a portion of the Servient Tenement for the purpose of providing utility service to the Servient Tenement and to lands in the Town of Taber;

THIS AGREEMENT WITNESSES that in consideration of the sum of one dollar (\$1.00) and other good and valuable consideration moving from the Grantee to the Grantor, the receipt whereof is hereby acknowledged, the Grantor grants to the Grantee and to the Grantee's successors and assigns and appointees the right and privileges of an easement for utility right of way in, through and over the Servient Tenement.

The within granted easement for utility right of way shall be for all purposes necessary and incidental to the construction, installation, maintenance and replacement of general residential utility services including water lines, water shut-off valves, waste water and sewer lines for the purpose of supplying utility services to the Servient Tenement and for the purpose of supplying utility services through the Servient Tenement to other utility works. The within granted casement shall be governed by the following terms:

1. The rights granted to the Grantee will be exercised in a proper and workmanlike manner in accordance with good engineering practice. The Grantee's related equipment and appurtenances shall be and remain at the risk of the Grantee while on the Servient Tenement.
2. The rights herein granted June be exercised by the Grantee, its employees, agents, contractors and sub-contractors or any person acting on the Grantee's behalf with all necessary machinery, equipment and personnel. Any additional works that have not been expressly permitted herein shall not be undertaken nor constructed by the Grantee without the prior written consent of the Grantor first had and obtained.
3. The Grantor shall have the right to use and enjoy the Servient Tenement for any purpose except any use which would interfere with the rights herein granted to the Grantee and the Grantor shall not, without the prior written consent of the Grantee first had and obtained, excavate, drill, install on or under or over the Servient Tenement any structure or installation save and except those structures and installations that exist at the time of making this agreement; nor will the Grantor grant to any person, firm or corporation other than the Grantee and the Grantee's assigns and appointees any easement, license or right of entry to or affecting the Grantee's utility works.
4. The Grantee in carrying out any activities or operations on the Servient Tenement will not interfere in any way whatsoever with any equipment or any pre-existing fixtures owned by any person other than the Grantee including the Grantor or any tenant of the Grantor. The Grantee in carrying out any activities will cause as little inconvenience to the Grantor as is possible, and any works of the Grantor shall, so far as is reasonably practicable after the construction and installation of the Grantee's utility works, be restored to their former condition by the Grantee.
5. The parties acknowledge that the Grantee and its successors has, for any loss or damage to land that occurred with the initial construction and installation of the utility works, indemnified and saved harmless the Grantor and its successors in title for any damages or loss sustained by the Grantor or his successors in title or assigns as a result of the Grantee's exercising its rights hereunder. The Grantor does further acknowledge and agree that the Grantee shall not be liable to the Grantor or the Grantor's successors and assigns insofar as any future loss or damage to landscaping, including fencing, that June occur as a result of the Grantee's exercising its rights hereunder.
6. The Grantee and its successors shall indemnify and save harmless the Grantor and his successors in title and assigns for any environmental damages or loss sustained by the Grantor or his successors in title or assigns as a result of the Grantee's negligence or mishandling of chemicals or toxic or hazardous substances.
7. The Grantee and its successors shall indemnify and save harmless the Grantor and his successors in title and assigns for any damages or loss sustained by the Grantor or his successors in title or assigns as a result of the Grantee's negligence or mishandling of utility services that escape from the Grantee's utility works onto the Grantor's lands.

8. The Grantee shall be granted access to the Servient Tenement at all times as is reasonably required by the Grantee to operate the utility works or to repair, maintain or replace same. The location of the utility works shall not be fenced by the Grantee. In the event that the originally constructed utility works are removed and the Grantee requires delivery of utility services through the Servient Tenement by means of another utility line or lines, then the Grantee shall have an easement as is reasonably required to accommodate the construction, installation, maintenance and repair of such further utility line or lines.

9. The Grantee June, at the Grantee's sole discretion, assign the rights under this agreement to such other utility service provider or providers as the Grantee deems appropriate.

10. The parties hereto agree that during the term of this Easement for Utility Right of Way the rights, privileges, obligations and easement hereby granted run with the Servient Tenement and shall enure to the benefit of and be binding upon the respective successors and assigns of the parties hereto and upon future owners of the Servient Tenement.

IN WITNESS WHEREOF the Grantor has set his hand and the Grantee has affixed its seal as attested by its duly authorized officer in that behalf as of the day and year first above written.

**335653 ALBERTA LTD.**

c/s

Per: \_\_\_\_\_  
(Hendrik DeVlieger – President)

**TOWN OF TABER**

c/s

Per: \_\_\_\_\_  
(Municipal Administrator)



TOWN OF TABER  
**BUILDING PERMIT STATISTICS**  
 May-14

	2014 MAY			2013 MAY		
	No. of Permits	No. of Units	Construction Value	No. of Permits	No. of Units	Construction Value
SINGLE FAMILY DWELLINGS	6	6	1,310,150	2	2	446,028
2 FAMILY DWELLING						
SEMI DETACHED DWELLING						
MULTI FAMILY DWELLING				1	8	655,680
RESIDENTIAL ADDITIONS & ACCESS.	4		51,800	3		59,320
GARAGES & CARPORTS	2		52,920	4		76,288
MANUFACTURED HOMES						
SWIMMING POOLS						
FARM & AGRICULTURE BUILDINGS						
NEW COMMERCIAL						
COMMERCIAL ADDITIONS/ALTER						
NEW INDUSTRIAL				2		194,800
INDUSTRIAL ADDITIONS/ALTER						
NEW INSTITUTIONAL	1		10,072			
INSTITUTIONAL ADDITIONS/ALTER	1		1,195,000			
MOBILE HOME PARK						
DEMOLITIONS				1		5,000
OCCUPANCY/INSPECTION ONLY						
PERMANENT SIGNS						
	<b>14</b>	<b>6</b>	<b>2,619,942</b>	<b>13</b>	<b>10</b>	<b>1,437,116</b>

	2014 YEAR TO DATE (05 2014)			2013 YEAR TO DATE (05 2013)		
	No. of Permits	No. of Units	Construction Value	No. of Permits	No. of Units	Construction Value
SINGLE FAMILY DWELLINGS	8	8	1,537,149	11	11	2,165,302
2 FAMILY DWELLING	1	2	171,625			
SEMI DETACHED DWELLING				4	4	801,775
MULTI FAMILY DWELLING				1	8	655,680
RESIDENTIAL ADDITIONS & ACCESS.	17		368,699	9		290,340
GARAGES & CARPORTS	1		107,765	5		118,788
MANUFACTURED HOMES						
SWIMMING POOLS						
FARM & AGRICULTURE BUILDINGS						
NEW COMMERCIAL						
COMMERCIAL ADDITIONS/ALTER	1		2,000	4		324,700
NEW INDUSTRIAL						
INDUSTRIAL ADDITIONS/ALTER	4		737,920	2		397,080
NEW INSTITUTIONAL	1		10,072			
INSTITUTIONAL ADDITIONS/ALTER	1		1,195,000			
MOBILE HOME PARK						
DEMOLITIONS	1		5,000	6		30,000
OCCUPANCY/INSPECTION ONLY						
PERMANENT SIGNS	1		1,200	3		30,408
	<b>36</b>	<b>10</b>	<b>4,136,430</b>	<b>45</b>	<b>23</b>	<b>4,814,073</b>

# Town of Taber

## Building Permits MAY 2014

Bldg Permit #	Issue Date	Owner	Contractor	
TT BB 0016 14 MU	01-May-14	SPTIFIRE INVESTMENTS	BAREMAN CONSTRUCTION LTD	
Project Site Address	Project Description		Value of Project	Tax Roll #
9 PRAIRIE LAKE COURT	NEW SFD		\$208,480.00	6044030

Bldg Permit #	Issue Date	Owner	Contractor	
TT BB 0020 14 MU	20-May-14	SCOTT JENSEN	WILLOWCREST BUILDERS	
Project Site Address	Project Description		Value of Project	Tax Roll #
4611 50 AV	2ND GARAGE - DETACHED		\$23,520.00	5046020

Bldg Permit #	Issue Date	Owner	Contractor	
TT BB 0021 14 MU	07-May-14	WES THIESSEN	GENICA DEVELOPMENTS	
Project Site Address	Project Description		Value of Project	Tax Roll #
4317 53 AV	NEW SFD		\$200,160.00	5343530

Bldg Permit #	Issue Date	Owner	Contractor	
TT BB 0022 14 MU	28-May-14	TABER CHRISTIAN SCHOOL	VENTURE HOLDINGS	
Project Site Address	Project Description		Value of Project	Tax Roll #
4809 60 AV	ADDITION		\$1,195,000.00	6048370

Bldg Permit #	Issue Date	Owner	Contractor	
TT BB 0023 14 MU	07-May-14	JAKE FEHR	SAME	
Project Site Address	Project Description		Value of Project	Tax Roll #
5912 47 ST	DECK		\$6,000.00	5746110

Bldg Permit #	Issue Date	Owner	Contractor	
TT BB 0028 14 MU	07-May-14	MARK STEVENSON	SAME	
Project Site Address	Project Description		Value of Project	Tax Roll #
5110 41 AV	SHED 12X10		\$3,600.00	4051050

<i>Bldg Permit #</i>	<i>Issue Date</i>	<i>Owner</i>	<i>Contractor</i>	
TT BB 0029 14 MU	13-May-14	MARK THOMPSON	FABCOR	
<i>Project Site Address</i>	<i>Project Description</i>		<i>Value of Project</i>	<i>Tax Roll #</i>
4431 53 AV	NEW SFD		\$269,205.00	5344044

<i>Bldg Permit #</i>	<i>Issue Date</i>	<i>Owner</i>	<i>Contractor</i>	
TT BB 0030 14 MU	07-May-14	RENTAR HOMES	SAME	
<i>Project Site Address</i>	<i>Project Description</i>		<i>Value of Project</i>	<i>Tax Roll #</i>
5114 42 AV	NEW INFILL HOME GARAGE RELOCATED		\$127,890.00	4151070

<i>Bldg Permit #</i>	<i>Issue Date</i>	<i>Owner</i>	<i>Contractor</i>	
TT BB 0033 14 MU	14-May-14	RON BAIER	AC DRYWALL	
<i>Project Site Address</i>	<i>Project Description</i>		<i>Value of Project</i>	<i>Tax Roll #</i>
4729 52 AV	NEW CANTILEVERED WINDOW		\$6,000.00	5247330

<i>Bldg Permit #</i>	<i>Issue Date</i>	<i>Owner</i>	<i>Contractor</i>	
TT BB 0034 14 MU	21-May-14	DAVID MCNEILL	CALVIN PYRCH	
<i>Project Site Address</i>	<i>Project Description</i>		<i>Value of Project</i>	<i>Tax Roll #</i>
14 FAIRWAY VILLAGE	SINGLE FAMILY BARELAND CONDO		\$173,850.00	4945140

<i>Bldg Permit #</i>	<i>Issue Date</i>	<i>Owner</i>	<i>Contractor</i>	
TT BB 0037 14 MU	27-May-14	DUNCAN MACGREGOR HOMES	SAME	
<i>Project Site Address</i>	<i>Project Description</i>		<i>Value of Project</i>	<i>Tax Roll #</i>
27 WESTVIEW BLVD	NEW SFD		\$330,565.00	5142070

<i>Bldg Permit #</i>	<i>Issue Date</i>	<i>Owner</i>	<i>Contractor</i>	
TT BB 0038 14 MU	13-May-14	LUKE TORRIE	SAME	
<i>Project Site Address</i>	<i>Project Description</i>		<i>Value of Project</i>	<i>Tax Roll #</i>
4833 56 AV	BASEMENT SUITE		\$36,200.00	5648360

<i>Bldg Permit #</i>	<i>Issue Date</i>	<i>Owner</i>	<i>Contractor</i>	
TT BB 0040 14 MU	20-May-14	GLORIA JENSEN	GREENSPIRE DEVELOPMENTS	
<i>Project Site Address</i>	<i>Project Description</i>		<i>Value of Project</i>	<i>Tax Roll #</i>
5620 56 ST	DETCHED GARAGE		\$29,400.00	5655140

<i>Bldg Permit #</i>	<i>Issue Date</i>	<i>Owner</i>	<i>Contractor</i>	
TT BB 0043 14 MU	27-May-14	TOWN OF TABER	DMT MECHANICAL	
<i>Project Site Address</i>	<i>Project Description</i>		<i>Value of Project</i>	<i>Tax Roll #</i>
6335 65 ST	WATERFILL STATION		\$10,072.00	6365040

***GARAGES AND CARPORTS***

**2 Permits**

20-May-14 \$23,520.00

20-May-14 \$29,400.00

**\$52,920.00**

***INSTITUTIONAL ADDITIONS OR ALTERATIONS***

**1 Permit**

28-May-14 \$1,195,000.00

**\$1,195,000.00**

***INSTITUTIONAL NEW***

**1 Permit**

27-May-14 \$10,072.00

**\$10,072.00**

***RESIDENTIAL ADDITION AND ACCESS***

**4 Permits**

14-May-14 \$6,000.00

13-May-14 \$36,200.00

07-May-14 \$3,600.00

07-May-14 \$6,000.00

**\$51,800.00**

***SINGLE FAMILY DWELLINGS***

**6 Permits**

27-May-14 \$330,565.00

21-May-14 \$173,850.00

07-May-14 \$127,890.00

13-May-14 \$269,205.00

07-May-14 \$200,160.00

01-May-14 \$208,480.00

**\$1,310,150.00**

**\$2,619,942.00**