



TEAM
AUCTIONS
Sekura Auctions Since 1966

9.58+- Acres
Vacant Industrial Land in Red Deer, AB



19 McKenzie Drive Red Deer, AB.

Due Diligence Package

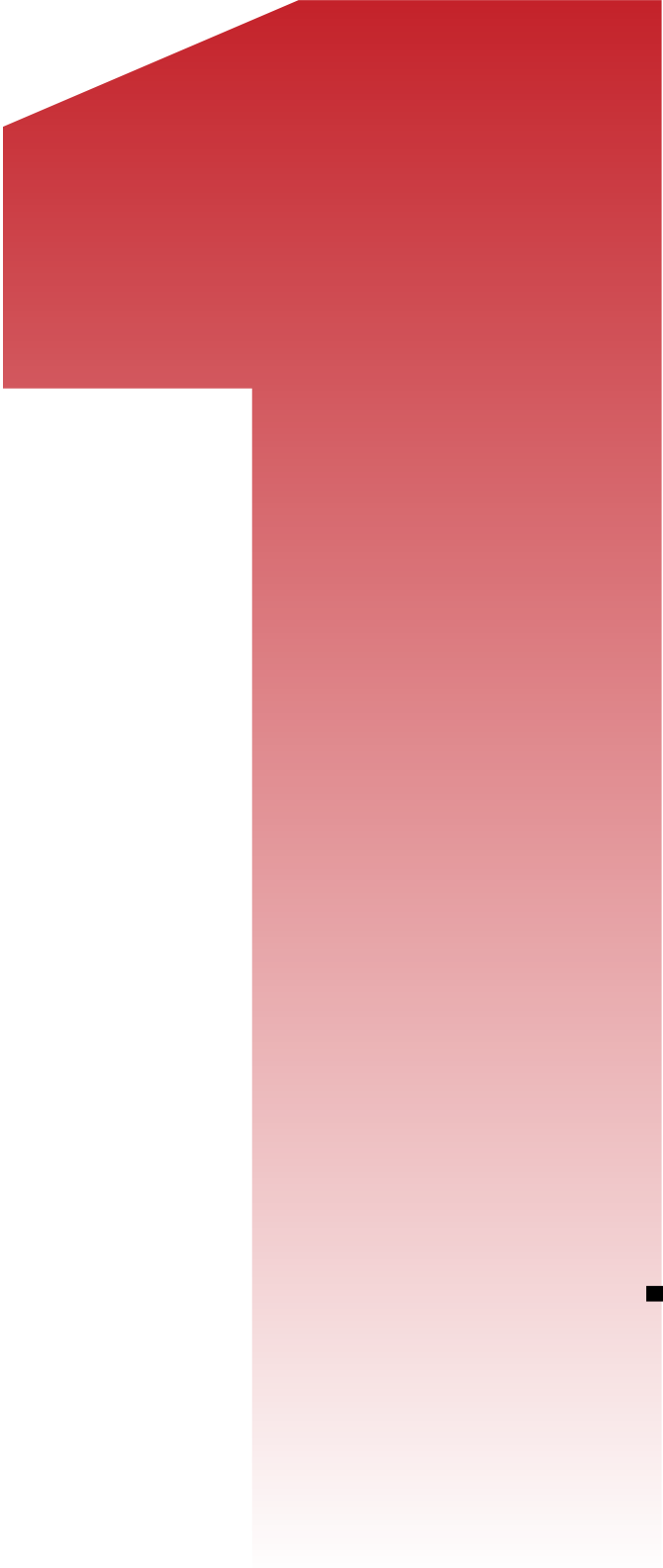
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TEAM AUCTIONS

Sekura Auctions Since 1966

Due Diligence Package for 19 McKenzie Drive, Red Deer, AB

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Title

ENCUMBRANCES, LIENS & INTERESTSPAGE 2
102 375 873

REGISTRATION

NUMBER	DATE (D/M/Y)	PARTICULARS
		CAVEATOR - RED DEER COUNTY. 38106 RGE RD. 275 RED DEER COUNTY ALBERTA T4S2L9 AGENT - BRENDA HOSKIN (DATA UPDATED BY: CHANGE OF ADDRESS 042503813)
002 047 812	23/02/2000	RESTRICTIVE COVENANT
002 047 813	23/02/2000	RESTRICTIVE COVENANT
002 183 688	30/06/2000	RESTRICTIVE COVENANT
052 443 881	12/10/2005	UTILITY RIGHT OF WAY GRANTEE - RED DEER COUNTY. AS TO PORTION OR PLAN:0525415
062 346 105	08/08/2006	UTILITY RIGHT OF WAY GRANTEE - FORTISALBERTA INC. AS TO PORTION OR PLAN:0622979
062 398 951	07/09/2006	RESTRICTIVE COVENANT
062 469 780	17/10/2006	UTILITY RIGHT OF WAY GRANTEE - RED DEER COUNTY. AS TO PORTION OR PLAN:0626411
062 577 310	14/12/2006	UTILITY RIGHT OF WAY GRANTEE - FORTISALBERTA INC. AS TO PORTION OR PLAN:0623906
202 284 562	22/12/2020	MORTGAGE MORTGAGEE - 1209110 ALBERTA LTD. BOX 6457 DRAYTON VALLEY ALBERTA T7A1R9 ORIGINAL PRINCIPAL AMOUNT: \$1,000,000
222 252 484	02/11/2022	CAVEAT RE : AMENDING AGREEMENT CAVEATOR - 1209110 ALBERTA LTD. BOX 6457 DRAYTON VALLEY ALBERTA T7A1R9 AGENT - MAE L CHOW

TOTAL INSTRUMENTS: 011

(CONTINUED)

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN
ACCURATE REPRODUCTION OF THE CERTIFICATE OF
TITLE REPRESENTED HEREIN THIS 27 DAY OF JULY,
2023 AT 08:54 A.M.

ORDER NUMBER: 47902363

CUSTOMER FILE NUMBER:



END OF CERTIFICATE

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

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

A large, stylized number '2' in a dark red color, positioned on the left side of the page. The number is thick and has rounded edges. It is partially overlaid by a light red rectangular box at the bottom right.

Restrictive Covenants

**ALBERTA GOVERNMENT SERVICES
LAND TITLES OFFICE**

IMAGE OF DOCUMENT REGISTERED AS:

002047812

ORDER NUMBER: 46603483

ADVISORY

This electronic image is a reproduction of the original document registered at the Land Titles Office. Please compare the registration number on this coversheet with that on the attached document to ensure that you have received the correct document. Note that Land Titles Staff are not permitted to interpret the contents of this document.

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002-047010-000

RESTRICTIVE COVENANT

MADE pursuant to section 52 of the *Land Titles Act*, R.S.A., 1980, c. L-5 to be effective as at February 1, 2000.

BETWEEN:

DC COMMERCIAL CORPORATION

(the "Grantor")

- and -

MURLEE HOLDINGS LIMITED

(the "Grantee")

Recitals

WHEREAS:

A. The Grantee is, or will be, the registered owner of those lands located in the County of Red Deer and legally described as:

Plan: 002 0557
Block: 1
Lot: 2

Excepting thereout all mines and minerals

(which lands are hereinafter called the "Dominant Tenement");

B. The Grantor is the registered owner of those lands located in the County of Red Deer and legally described as:

Firstly: Plan: 002 0557
Block: 1
Lots: 6 & 7

Excepting thereout all mines and minerals;

Secondly: Plan: 002 0557
Block: 2
Lots: 1 & 2

Excepting thereout all mines and minerals; and

Thirdly: Plan: 002 0557
Block: 3
Lot: 1

Excepting thereout all mines and minerals.

(which lands, together, are hereinafter called the "Servient Tenement");

- C. The Grantor, as owner of the Servient Tenement, being the servient tenement herein, has agreed to restrict the use and development of the Servient Tenement for the benefit of the Dominant Tenement, being the dominant tenement herein, so that the use of the Dominant Tenement as proposed by the Grantee might be enhanced and preserved; and
- D. The Grantor, as owner of the Servient Tenement, has agreed for the above noted purposes to grant a Restrictive Covenant to the Grantee, as owner of the Dominant Tenement;

NOW THEREFORE, in consideration of the sum of TEN (\$10.00) paid by the Grantee to the Grantor and for other consideration, the receipt and sufficiency of which are hereby conclusively acknowledged, the Grantor, as owner of the Servient Tenement, and the Grantee, as owner of the Dominant Tenement, hereby covenant and agree as follows:

1. The recitals of fact and intent contained in the recitals hereto are true and shall form an integral part of this Restrictive Covenant.
2. The Grantor, for itself and for its successors and assigns and for its successors in title, covenants that, for the purposes aforesaid, the Servient Tenement, or any portion thereof, shall not be used for the purposes of:
 - (a) a theatre or cinema;
 - (b) an amusement arcade;
 - (c) a pool hall or billiard parlour;
 - (d) a tavern, pub, cocktail lounge or night club, the primary purpose of which is a stand-up bar or drinking lounge for the consumption of alcoholic beverages;
 - (e) any heavy industrial manufacturer, with or without outside storage; or
 - (f) the construction of any buildings or structures (i.e. telecommunication towers) which might obstruct the view along what is identified as Sight Line #4 for Vehicle Traffic on that certain plan prepared by Reid Crowther and Partners Ltd., dated May 19, 1999 and identified as drawing "P023-S1, rev 3", a copy of which drawing is annexed hereto as Schedule "A".

3. Any assignment, sale or transfer of any portion of the Servient Tenement or any interest in it, in whole or in part, by the Grantor shall be subject to the terms of this Restrictive Covenant.
4. The covenants, conditions and restrictions contained in this Restrictive Covenant shall be construed to be and shall be covenants running with the land and shall be appurtenant to and shall bind the Servient Tenement and all parts thereof and shall be for the benefit of the Grantee and its successors and assigns and its successors in title to the Dominant Tenement.
5. The invalidity of any particular provision of this Restrictive Covenant will not affect any other provision, and this Restrictive Covenant will thereafter be construed as if such invalid provision were omitted.
6. This Restrictive Covenant shall enure to the benefit of and be binding upon the parties and their heirs, executors, administrators, successors and assigns.
7. This Restrictive Covenant shall remain in force and in effect for so long as the Grantee, or any person, firm or corporation affiliated with the Grantee continues to operate a Leon's Furniture Store or a store operated in succession to a Leon's Furniture Store and carrying a line of goods similar to that which would be carried by a Leon's Furniture Store at the effective date of this Restrictive Covenant on and from the Dominant Tenement.

If, at any time hereafter, the circumstances set forth above in this Article 7 shall cease to exist in relation to the Dominant Tenement, then this Restrictive Covenant shall, upon thirty (30) days' written notice from the Grantor to the Grantee, terminate, and the Grantor shall be at liberty to discharge this Restrictive Covenant from all Certificates of Title affected hereby. In such event, the Grantee agrees to execute any and all documents that may be required to fully effect any such discharge.

8. Every communication provided for or permitted by this Restrictive Covenant shall be in writing and delivered to, or mailed, postage prepaid, or telegraphed or telefaxed to, the party to whom it is to be given at:

(a) To the Grantor: Ste. 650, 300 - 5th Ave. S.W.
 Calgary, AB T2P 3C4
 Attention: Golda Elliott
 FAX: (403) 261-3339

With a copy to:

Ogilvie and Company
 1400 Canadian Western Bank Place
 10303 Jasper Avenue

2000-01-27-1844-2000

Edmonton, AB T5J 3N6
Attention: Mr. James W. Murphy
FAX: (780) 429-4453

(b) To the Grantee: P.O. Box 1038
Weston, ON M9L 2R8
Attention: Terrence Leon
FAX: (416) 243-7890

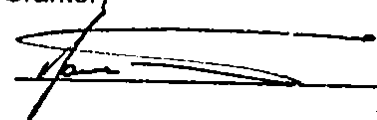
With a copy to:

McCarthy Tetrault
Suite 3300, 421 - 7th Avenue S.W.
Calgary, AB T2P 4K9
Attention: Olivia Colic
FAX: (403) 260-3501

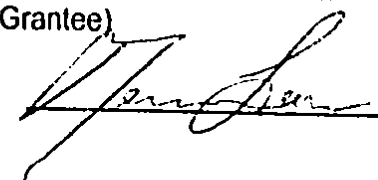
Any writing given in the manner set out in this Article 8 shall be deemed given if and when personally delivered, or, if telefaxed, shall be deemed given on the next ensuing business day following its transmission and receipt or, if mailed in the manner provided herein, shall be deemed given seventy-two (72) hours after posting. In the event of disruption or threatened disruption of regular mail services by strike or threatened strike, all such notices, requests, demands, elections or other communications shall be deemed to have been duly given only if personally delivered or telefaxed.

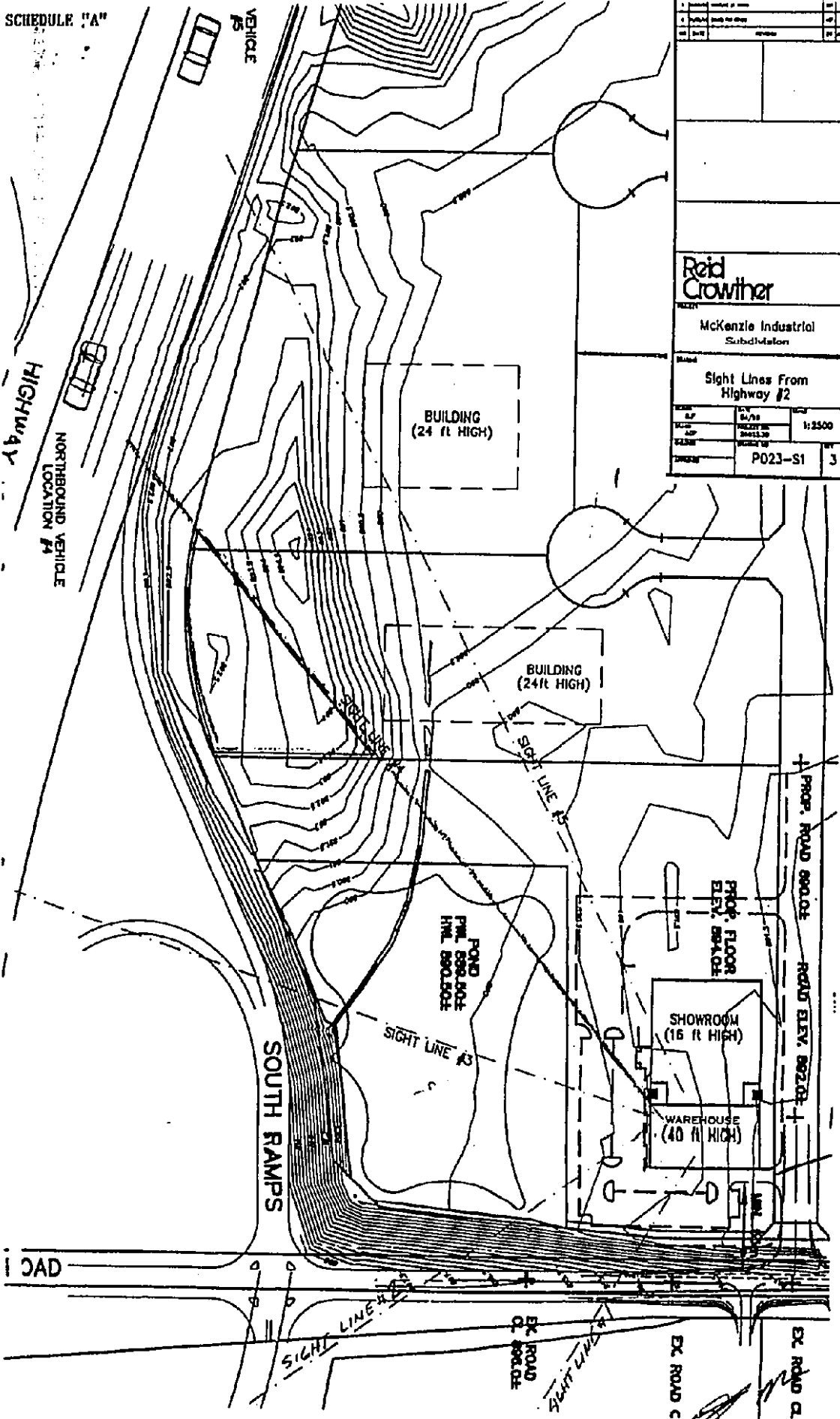
Executed and delivered as of the date first above referenced.

DC COMMERCIAL CORPORATION
(the Grantor)

Per: 

MURLEE HOLDINGS LIMITED
(the Grantee)

Per: 



002047812 REGISTERED 2000 02 23
RESC - RESTRICTIVE COVENANT
DOC 3 OF 7 DR# 8689107 ADK/CPTONBS
LINC/S: 0028312908 0028312916
0028312924 0028313013 0028313021
0028313039

**ALBERTA GOVERNMENT SERVICES
LAND TITLES OFFICE**

IMAGE OF DOCUMENT REGISTERED AS:

002047813

ORDER NUMBER: 46603483

ADVISORY

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2002-04-28 15:10:00

RESTRICTIVE COVENANT

MADE pursuant to section 52 of the *Land Titles Act*, R.S.A., 1980, c. L-5 to be effective as at February 1, 2000.

BETWEEN:

DC COMMERCIAL CORPORATION

(the "Grantor")

- and -

MURLEE HOLDINGS LIMITED

(the "Grantee")

Recitals

WHEREAS:

A. The Grantee is, or will be, the registered owner of those lands located in the County of Red Deer and legally described as:

Plan: 002 0557
Block: 1
Lot: 2

Excepting thereout all mines and minerals

(which lands are hereinafter called the "Dominant Tenement");

B. The Grantor is the registered owner of those lands located in the County of Red Deer and legally described as:

Firstly: Plan: 002 0557
Block: 1
Lots: 6, 7, 8, 9, 10, 11 & 12

Excepting thereout all mines and minerals; and

Secondly: Plan: 002 0557
Block: 2
Lots: 1 & 2

Excepting thereout all mines and minerals; and

Thirdly: Plan: 002 0557
 Block: 3
 Lots: 1, 2, 3, 4, 5, 6 & 7
 Excepting thereout all mines and minerals,

(which lands, together, are hereinafter called the "Servient Tenement");

- C. The Grantor, as owner of the Servient Tenement, being the servient tenement herein, has agreed to restrict the use and development of the Servient Tenement for the benefit of the Dominant Tenement, being the dominant tenement herein, so that the use of the Dominant Tenement as proposed by the Grantee might be enhanced and preserved; and
- D. The Grantor, as owner of the Servient Tenement, has agreed for the above noted purposes to grant a Restrictive Covenant to the Grantee, as owner of the Dominant Tenement;

NOW THEREFORE, in consideration of the sum of TEN (\$10.00) paid by the Grantee to the Grantor and for other consideration, the receipt and sufficiency of which are hereby conclusively acknowledged, the Grantor, as owner of the Servient Tenement, and the Grantee, as owner of the Dominant Tenement, hereby covenant and agree as follows:

1. The recitals of fact and intent contained in the recitals hereto are true and shall form an integral part of this Restrictive Covenant.
2. The Grantor, for itself and for its successors and assigns and for its successors in title, covenants that, for the purposes aforesaid, the Servient Tenement, or any portion thereof, shall not be used for the purposes of:
 - (a) a furniture or appliance or electronics warehouse or retail showroom, including, but not limited to, use as a Sears, The Brick, United, Sims and Future Shop store; or
 - (b) any department store, hardware store, home improvement store or auto supply store having a furniture, appliance or electronics component which represents, in any case, more than ten (10%) percent of the user's gross sales.
3. Any assignment, sale or transfer of any portion of the Servient Tenement or any interest in it, in whole or in part, by the Grantor shall be subject to the terms of this Restrictive Covenant.
4. The covenants, conditions and restrictions contained in this Restrictive Covenant shall be construed to be and shall be covenants running with the land and shall be appurtenant to and shall bind the Servient Tenement and all parts thereof and shall be for the benefit of the Grantee and its successors and assigns and its successors in title to the Dominant Tenement.

5. The invalidity of any particular provision of this Restrictive Covenant will not affect any other provision, and this Restrictive Covenant will thereafter be construed as if such invalid provision were omitted.
6. This Restrictive Covenant shall enure to the benefit of and be binding upon the parties and their heirs, executors, administrators, successors and assigns.
7. This Restrictive Covenant shall remain in force and in effect for so long as the Grantee, or any person, firm or corporation affiliated with the Grantee continues to operate a Leon's Furniture Store or a store operated in succession to a Leon's Furniture Store and carrying a line of goods similar to that which would be carried by a Leon's Furniture Store at the effective date of this Restrictive Covenant on and from the Dominant Tenement.

If, at any time hereafter, the circumstances set forth above in this Article 7 shall cease to exist in relation to the Dominant Tenement, then this Restrictive Covenant shall, upon thirty (30) days' written notice from the Grantor to the Grantee, terminate, and the Grantor shall be at liberty to discharge this Restrictive Covenant from all Certificates of Title affected hereby. In such event, the Grantee agrees to execute any and all documents that may be required to fully effect any such discharge.

8. Every communication provided for or permitted by this Restrictive Covenant shall be in writing and delivered to, or mailed, postage prepaid, or telegraphed or telefaxed to, the party to whom it is to be given at:

(a) To the Grantor: Ste. 650, 300 – 5th Ave. S.W.
Calgary, AB T2P 3C4
Attention: Golda Elliott
FAX: (403) 261-3339

With a copy to:

Ogilvie and Company
1400 Canadian Western Bank Place
10303 Jasper Avenue
Edmonton, AB T5J 3N6
Attention: Mr. James W. Murphy
FAX: (780) 429-4453

(b) To the Grantee: P.O. Box 1038
Weston, ON M9L 2R8
Attention: Terrence Leon
FAX: (416) 243-7890

2002-04-19 13:00

With a copy to:

McCarthy Te trault
Suite 3300, 421 - 7th Avenue S.W.
Calgary, AB T2P 4K9
Attention: Olivia Colic
FAX: (403) 260-3501

Any writing given in the manner set out in this Article 8 shall be deemed given if and when personally delivered, or, if telefaxed, shall be deemed given on the next ensuing business day following its transmission and receipt or, if mailed in the manner provided herein, shall be deemed given seventy-two (72) hours after posting. In the event of disruption or threatened disruption of regular mail services by strike or threatened strike, all such notices, requests, demands, elections or other communications shall be deemed to have been duly given only if personally delivered or telefaxed.

Executed and delivered as of the date first above referenced.

DC COMMERCIAL CORPORATION
(the Grantor)

Per: 

MURLEE HOLDINGS LIMITED
(the Grantee)

Per: 

002047813 REGISTERED 2000 02 23
RESC - RESTRICTIVE COVENANT
DOC 4 OP 7 DRP#: 8689107 ADR/CPJONES
LINC/S: 0028312908 0028312916
0028312924 0028312932 0028312973
0028312981 0028312999 0028313005+

**ALBERTA GOVERNMENT SERVICES
LAND TITLES OFFICE**

IMAGE OF DOCUMENT REGISTERED AS:

002183688

ORDER NUMBER: 46603483

ADVISORY

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RESTRICTIVE COVENANT

AND

DECLARATION OF BUILDING SCHEME

MADE pursuant to section 52 of the *Land Titles Act*, R.S.A., 1980, c. L-5 to be effective commencing June 15, 2000 and at all times thereafter.

Recitals

WHEREAS:

A. **DC COMMERCIAL CORPORATION** is the registered owner of those lands located in the County of Red Deer and legally described as:

First: Plan: 0020557
Block: 1
Lots: 6, 7, 8, 9, 10, 11 and 12
Excepting thereout all mines and minerals

Second: Plan: 0020557
Block: 2
Lots: 1 and 2
Excepting thereout all mines and minerals

Third: Plan: 0020557
Block: 3
Lots: 1, 2, 3, 4, 5, 6, and 7
Excepting thereout all mines and minerals

(which lands are hereinafter called the "Affected Lands");

B. **DC COMMERCIAL CORPORATION** has created and constructed the subdivision within which the Affected Lands are located with a view to establishing and maintaining therein and thereon a first rate industrial and business park;

C. **DC COMMERCIAL CORPORATION** is, pursuant to the foregoing, desirous of annexing to the Affected Lands certain covenants, conditions and restrictions respecting to the use of and construction upon the said lots and otherwise;

NOW THEREFORE, DC COMMERCIAL CORPORATION, for itself and for its successors in title to the Affected Lands, does hereby annex to and impose upon

OK BY W.J.

the Affected Lands and to and upon every lot comprising the same the following restrictions, conditions and covenants, all to the purpose and intent that the same shall run with the Affected Lands to and for the mutual burden and benefit of each lot comprising the same, namely:

1. Recitals Form Part:

The recitals of fact and intent set forth in the foregoing are true and shall form an integral part of this Restrictive Covenant.

2. No Development Contrary to Development Control Restrictions:

No development shall be undertaken or continued in, upon or over the Affected Lands nor any part thereof except that the same shall comply with and conform to the Development Control Restrictions set forth hereafter. (For the purposes of this Restrictive Covenant, the term "development" shall have ascribed to it the same meaning defined for that term in the *Municipal Government Act - Alberta*, and in any replacement statute therefor.) The Development Control Restrictions set forth hereafter are established in addition to and not in substitution for any applicable municipal or Provincial standards or regulations.

3. Description of Development Control Restrictions:

The Development Control Restrictions referred to above are as follows:

- (a) All bins and other receptacles for the collection or storage of garbage or refuse shall be visually screened from neighbouring lots and from all roadways adjacent to or within the Affected Lands.
- (b) No trash collection, outdoor vehicle or equipment service nor loading or unloading area shall be permitted:
 - (i) within the frontage of any lot; nor
 - (ii) within the side yard of any lot abutting Highway #2, McKenzie Road or any major, collector roadway.
- (c) All yards shall be landscaped with trees, shrubs, and planted ground cover.
- (d) All yards and all buildings shall, at all times, be maintained in a neat, tenantable fashion, and all landscaped areas shall be kept trimmed and properly maintained, free of weeds and other noxious growth.

- (e) All buildings visible from Highway #2, McKenzie Road or any major, collector roadway shall comply with the following, namely:
- (i) the roof line and building facade shall include design elements that reduce the perceived mass of the building and add architectural interest;
 - (ii) the exterior wall finishing materials shall be predominantly composed of muted colours, with strong colours limited to use as an accent so as to minimise the perceived mass of the building, and
 - (iii) landscaping techniques shall be employed adjacent to exterior building walls visible from Highway #2, McKenzie Road or a major collector roadway to minimise the perceived mass of the building and to enhance the overall aesthetics of the development area.
- (f) Sufficient parking to accommodate the needs of any development undertaken or continued on the Affected Lands shall be provided on site, and all parking areas shall be:
- (i) hard surfaced with asphalt or concrete paving; or
 - (ii) hard gravel surfaced,
- and shall be properly drained.
- (g) All loading and unloading, outdoor display and outdoor storage areas shall be:
- (i) hard surfaced with asphalt or concrete paving; or
 - (ii) hard gravel surfaced,
- and shall be well groomed and properly maintained to ensure the development does not generate dust or mud conditions on the lot boundaries or other portions of the Affected Lands.

4. Running With the Lands:

Any assignment, sale or transfer of the Affected Lands or any portion thereof shall be deemed to be made subject to the terms of this Restrictive Covenant, and the various restrictions, conditions and covenants contained in this Restrictive Covenant shall be construed to be and shall be covenants running with the Affected Lands and shall be appurtenant to and shall bind the same and

all parts thereof for the mutual benefit of all persons who may, from time to time, own or occupy the Affected Lands or any portion thereof.

5. Soverance:

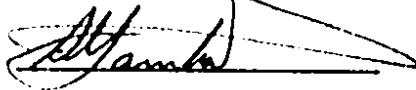
The invalidity of any particular provision of this Restrictive Covenant will not affect any other provision, and this Restrictive Covenant will thereafter be construed as if such invalid provision were omitted.

6. Interpretation and Governing Law:

This document shall be interpreted in accordance with the laws of the Province of Alberta.

Dated at the City of Calgary, in the Province of Alberta this 28th day of June, 2000.

DC COMMERCIAL CORPORATION

Per: 

A large, stylized number '3' in a vibrant red color with a vertical gradient that fades from a darker red at the top to a lighter, almost white red at the bottom. The number is positioned on the left side of the page.

Traffic Studies

Reference Number:
87322

Intersection of:
2 & MCKENZIE RD S OF RED DEER

North On: 2	Vehicle Type	Volume	%
	A: Passenger Vehicle	24,603	81.5%
	B: Recreational Vehicle	541	1.8%
	C: Bus	76	0.3%
	D: Single Unit Truck	927	3.1%
	E: Tractor Trailer Unit	4,033	13.4%
	AADT	30,200	
	ASDT	34,390	

2022 AADT / ASDT Estimates		
Leg AADT Volumes		
	30,200	
6,760		5,700
	33,280	
Total Entering Volume: 37,960		

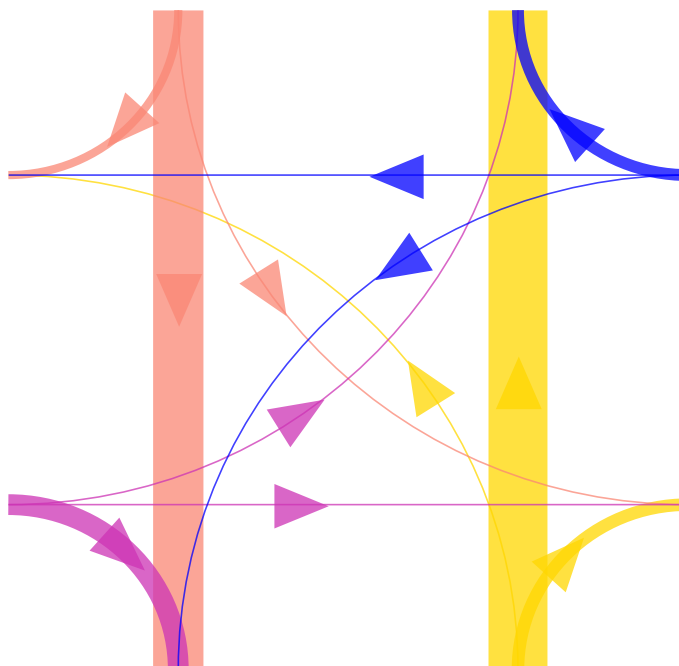
From North			
13,650			
	Right	Thru	Left
	1,910	11,740	0
A	1,722	9,176	0
B	15	225	0
C	31	21	0
D	92	368	0
E	50	1,950	0

To North	
16,540	
A	13,705
B	301
C	24
D	467
E	2,033

To West	
1,910	
A	1,722
B	15
C	31
D	92
E	50

West On: MCKENZIE RD	Volume	%
A	6,325	93.6%
B	125	1.8%
C	39	0.6%
D	162	2.4%
E	109	1.6%
AADT	6,760	
ASDT	7,720	

From West			
4,850			
	Left	Thru	Right
	0	0	4,850
A	0	0	4,603
B	0	0	110
C	0	0	8
D	0	0	70
E	0	0	59



From East			
2,770			
	Left	Thru	Right
	0	0	2,770
A	0	0	2,616
B	0	0	27
C	0	0	2
D	0	0	80
E	0	0	45

East On: MCKENZIE RD	Vehicle Type	Volume	%
	A: Passenger Vehicle	5,368	94.2%
	B: Recreational Vehicle	93	1.6%
	C: Bus	5	0.1%
	D: Single Unit Truck	132	2.3%
	E: Tractor Trailer Unit	102	1.8%
	AADT	5,700	
	ASDT	6,500	

To East	
2,930	
A	2,752
B	66
C	3
D	52
E	57

To South	
16,590	
A	13,779
B	335
C	29
D	438
E	2,009

From South			
16,690			
	Left	Thru	Right
	0	13,760	2,930
A	0	11,089	2,752
B	0	274	66
C	0	22	3
D	0	387	52
E	0	1,988	57

South On: 2	Vehicle Type	Volume	%
	A: Passenger Vehicle	27,620	83.0%
	B: Recreational Vehicle	675	2.0%
	C: Bus	54	0.2%
	D: Single Unit Truck	877	2.6%
	E: Tractor Trailer Unit	4,054	12.2%
	AADT	33,280	
	ASDT	37,910	

ABBREVIATIONS:

AADT: Annual Average Daily Traffic.
Average daily traffic expressed as vehicles per day for the period from January 1 to December 31 (inclusive), 365 days.

ASDT: Average Summer Daily Traffic.
Average daily traffic expressed as vehicles per day for the period from May 1 to September 30 (inclusive), 153 days.

NOTE:
Coloured line thickness corresponds to turning movement volume.

Reference Number:
87322

Intersection of:
2 & MCKENZIE RD S OF RED DEER

North On: 2	Vehicle Type	Volume	%
	A: Passenger Vehicle	2,737	83.8%
	B: Recreational Vehicle	13	0.4%
	C: Bus	7	0.2%
	D: Single Unit Truck	134	4.1%
	E: Tractor Trailer Unit	374	11.5%
	AM	3,265	

2022 AM 100th Highest Hour Estimates		
Leg AM Volumes		
	3,265	
924		555
	3,580	
Total Entering Volume: 4,162		

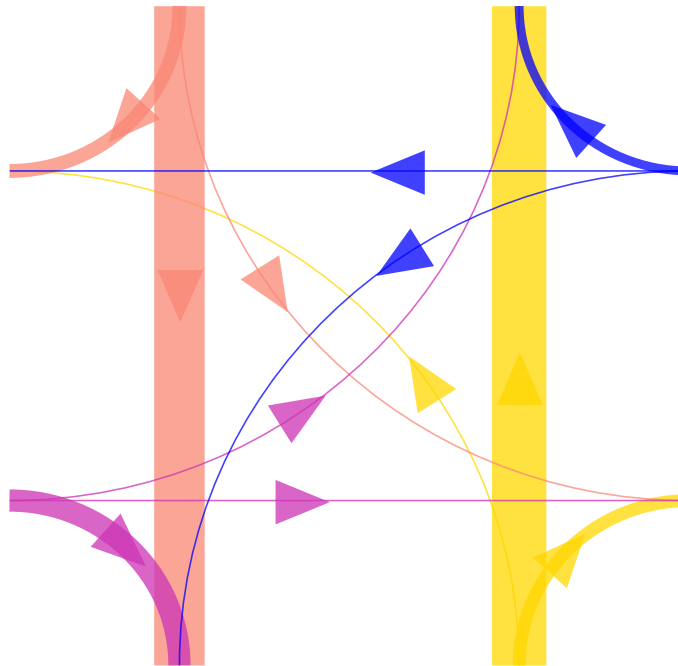
From North			
1,646			
	Right	Thru	Left
	355	1,291	0
A	328	1,077	0
B	0	0	0
C	7	0	0
D	20	47	0
E	0	167	0

To North	
1,619	
A	1,332
B	13
C	0
D	67
E	207

To West	
355	
A	328
B	0
C	7
D	20
E	0

West On: MCKENZIE RD	Volume	%
A	870	94.2%
B	7	0.8%
C	7	0.8%
D	40	4.3%
E	0	0.0%
AM	924	

From West			
569			
	Left	Thru	Right
	0	0	569
A	0	0	542
B	0	0	7
C	0	0	0
D	0	0	20
E	0	0	0



From East			
227			
	Left	Thru	Right
	0	0	227
A	0	0	201
B	0	0	0
C	0	0	0
D	0	0	13
E	0	0	13

East On: MCKENZIE RD	Vehicle Type	Volume	%
	A: Passenger Vehicle	522	94.1%
	B: Recreational Vehicle	0	0.0%
	C: Bus	0	0.0%
	D: Single Unit Truck	13	2.3%
	E: Tractor Trailer Unit	20	3.6%
AM	555		

To East	
328	
A	321
B	0
C	0
D	0
E	7

To South	
1,860	
A	1,619
B	7
C	0
D	67
E	167

From South			
1,720			
	Left	Thru	Right
	0	1,392	328
A	0	1,131	321
B	0	13	0
C	0	0	0
D	0	54	0
E	0	194	7

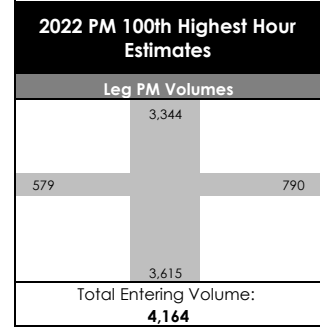
South On: 2	Vehicle Type	Volume	%
	A: Passenger Vehicle	3,071	85.8%
	B: Recreational Vehicle	20	0.6%
	C: Bus	0	0.0%
	D: Single Unit Truck	121	3.4%
	E: Tractor Trailer Unit	368	10.3%
AM	3,580		

NOTE:
Coloured line thickness corresponds to turning movement volume.

Reference Number:
87322

Intersection of:
2 & MCKENZIE RD S OF RED DEER

North On: 2	Vehicle Type	Volume	%
	A: Passenger Vehicle	2,889	86.4%
	B: Recreational Vehicle	45	1.3%
	C: Bus	0	0.0%
	D: Single Unit Truck	81	2.4%
	E: Tractor Trailer Unit	329	9.8%
	PM	3,344	



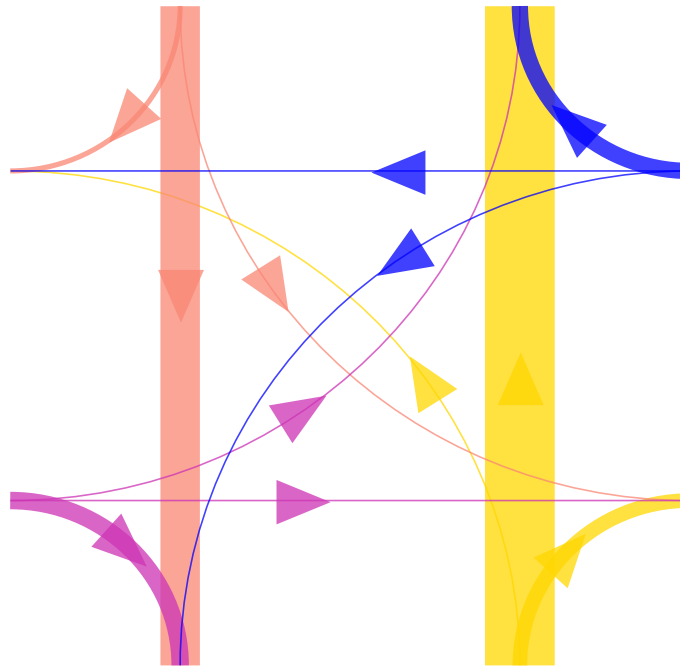
From North			
1,142			
	Right	Thru	Left
	132	1,010	0
A	121	874	0
B	0	15	0
C	0	0	0
D	11	15	0
E	0	106	0

To North	
2,202	
A	1,894
B	30
C	0
D	55
E	223

To West	
132	
A	121
B	0
C	0
D	11
E	0

West On: MCKENZIE RD	Volume	%
A	553	95.5%
B	7	1.2%
C	0	0.0%
D	15	2.6%
E	4	0.7%
PM	579	

From West			
447			
	Left	Thru	Right
	0	0	447
A	0	0	432
B	0	0	7
C	0	0	0
D	0	0	4
E	0	0	4



From East		
417		
Left	Thru	Right
0	0	417
0	0	402
0	0	4
0	0	0
0	0	11
0	0	0

East On: MCKENZIE RD	Volume	%
A	760	96.2%
B	15	1.9%
C	0	0.0%
D	15	1.9%
E	0	0.0%
PM	790	

To East	
373	
A	358
B	11
C	0
D	4
E	0

To South	
1,457	
A	1,306
B	22
C	0
D	19
E	110

From South		
2,158		
Left	Thru	Right
0	1,785	373
A	0	1,492
B	0	26
C	0	0
D	0	44
E	0	223

South On: 2	Vehicle Type	Volume	%
	A: Passenger Vehicle	3,156	87.3%
	B: Recreational Vehicle	59	1.6%
	C: Bus	0	0.0%
	D: Single Unit Truck	67	1.9%
	E: Tractor Trailer Unit	333	9.2%
	PM	3,615	

NOTE:
Coloured line thickness corresponds to turning movement volume.

Reference Number:
990129

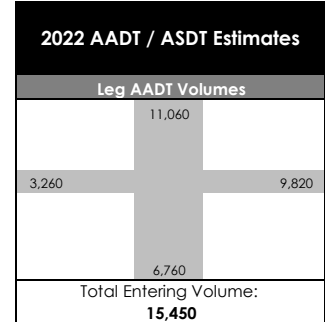
Intersection of:
2 & MCKENZIE RD & LEVA AVE (TWP RD 374) W SIDE OF MCKENZIE INT

North On: LEVA AVE	Vehicle Type	Volume	%
	A: Passenger Vehicle	10,700	96.7%
	B: Recreational Vehicle	156	1.4%
	C: Bus	36	0.3%
	D: Single Unit Truck	108	1.0%
	E: Tractor Trailer Unit	60	0.5%

AADT 11,060
ASDT 12,600

From North			
7,820			
	Right	Thru	Left
	370	3,810	3,640
A	362	3,644	3,573
B	1	92	24
C	0	5	1
D	7	42	27
E	0	27	15

To North	
3,240	
A	3,121
B	39
C	30
D	32
E	18

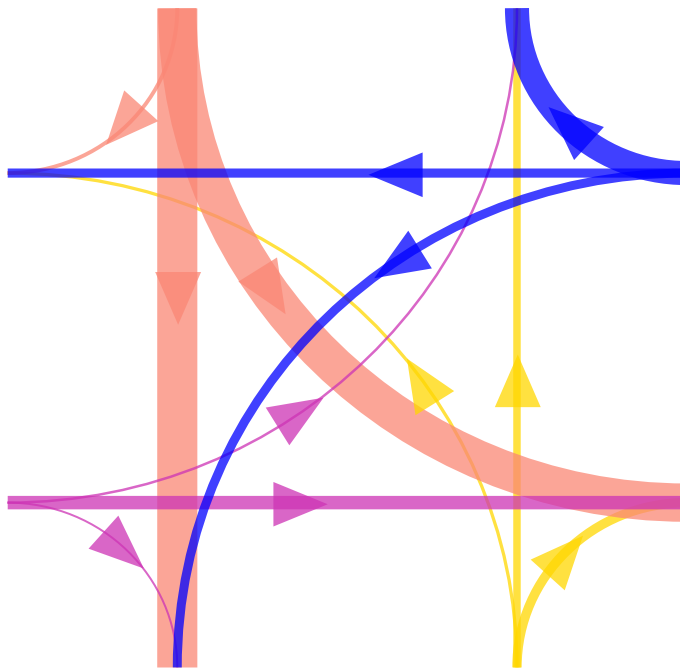


To West	
1,550	
A	1,465
B	7
C	0
D	48
E	30

West On: TWP RD 374	Volume	%
A	3,099	95.1%
B	14	0.4%
C	1	0.0%
D	92	2.8%
E	54	1.7%

AADT 3,260
ASDT 3,710

From West			
1,710			
	Left	Thru	Right
	240	1,280	190
A	238	1,230	166
B	0	5	2
C	0	0	1
D	2	31	11
E	0	14	10



From East			
4,010			
	Left	Thru	Right
	850	870	2,290
A	791	811	2,224
B	16	6	27
C	2	0	2
D	18	33	22
E	23	20	15

East On: TWP RD 374	Vehicle Type	Volume	%
	A: Passenger Vehicle	9,394	95.7%
	B: Recreational Vehicle	84	0.9%
	C: Bus	8	0.1%
	D: Single Unit Truck	207	2.1%
	E: Tractor Trailer Unit	127	1.3%

AADT 9,820
ASDT 11,180

To East	
5,810	
A	5,568
B	35
C	4
D	134
E	69

To South	
4,850	
A	4,601
B	110
C	8
D	71
E	60

From South			
1,910			
	Left	Thru	Right
	310	710	890
A	292	659	765
B	0	12	6
C	0	28	3
D	8	8	76
E	10	3	40

South On: HWY 2 RAMPS	Vehicle Type	Volume	%
	A: Passenger Vehicle	6,317	93.4%
	B: Recreational Vehicle	128	1.9%
	C: Bus	39	0.6%
	D: Single Unit Truck	163	2.4%
	E: Tractor Trailer Unit	113	1.7%

AADT 6,760
ASDT 7,710

ABBREVIATIONS:

AADT: Annual Average Daily Traffic.
Average daily traffic expressed as vehicles per day for the period from January 1 to December 31 (inclusive), 365 days.

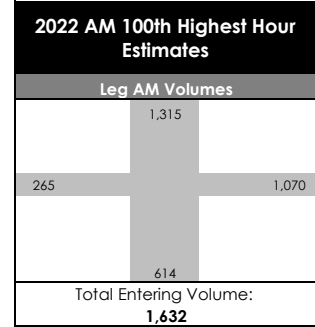
ASDT: Average Summer Daily Traffic.
Average daily traffic expressed as vehicles per day for the period from May 1 to September 30 (inclusive), 153 days.

NOTE:
Coloured line thickness corresponds to turning movement volume.

Reference Number:
990129

Intersection of:
2 & MCKENZIE RD & LEVA AVE (TWP RD 374) W SIDE OF MCKENZIE INT

North On: LEVA AVE	Vehicle Type	Volume	%
	A: Passenger Vehicle	1,235	93.9%
	B: Recreational Vehicle	29	2.2%
	C: Bus	6	0.5%
	D: Single Unit Truck	17	1.3%
	E: Tractor Trailer Unit	28	2.1%
	AM	1,315	



From North			
	Right	Thru	Left
	26	472	435
A	23	436	412
B	0	14	9
C	0	0	0
D	3	4	7
E	0	18	7

To North	
	Volume
	382
A	364
B	6
C	6
D	3
E	3

To West	
	Volume
	111
A	102
B	0
C	0
D	6
E	3

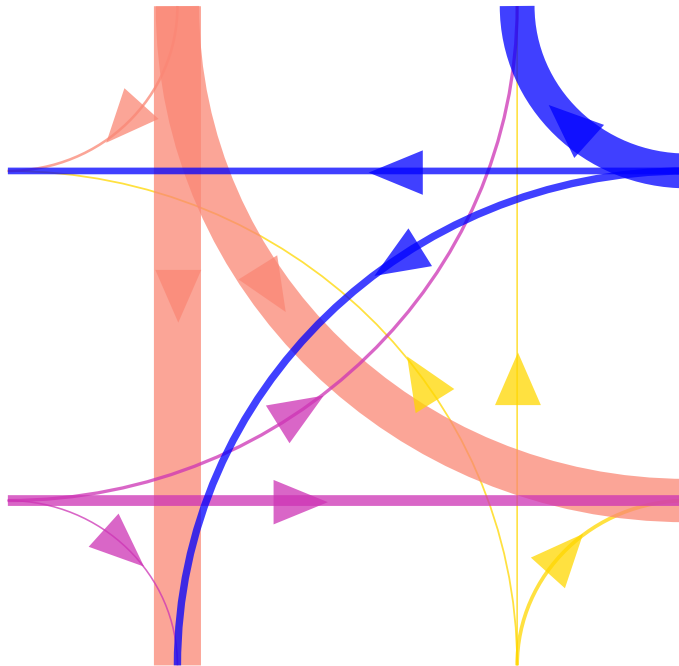
West On: TWP RD 374	Volume	%
A	249	94.0%
B	3	1.1%
C	0	0.0%
D	9	3.4%
E	4	1.5%
AM	265	

From West			
	Left	Thru	Right
	33	108	13
A	33	101	13
B	0	3	0
C	0	0	0
D	0	3	0
E	0	1	0

From East			
	Left	Thru	Right
	74	67	349
A	59	61	331
B	0	0	6
C	0	0	6
D	9	3	3
E	6	3	3

East On: TWP RD 374	Volume	%
A	994	92.9%
B	18	1.7%
C	6	0.6%
D	29	2.7%
E	23	2.1%
AM	1,070	

To East	
	Volume
	580
A	543
B	12
C	0
D	14
E	11



To South	
	Volume
	559
A	508
B	14
C	0
D	13
E	24

From South			
	Left	Thru	Right
	18	0	37
A	18	0	30
B	0	0	0
C	0	0	0
D	0	0	4
E	0	0	3

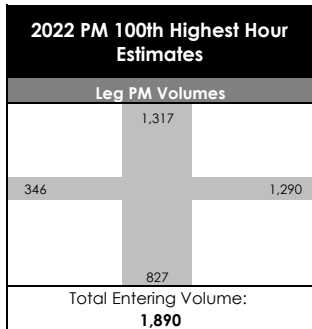
South On: HWY 2 RAMPS	Vehicle Type	Volume	%
	A: Passenger Vehicle	556	90.6%
	B: Recreational Vehicle	14	2.3%
	C: Bus	0	0.0%
	D: Single Unit Truck	17	2.8%
	E: Tractor Trailer Unit	27	4.4%
	AM	614	

NOTE:
Coloured line thickness corresponds to turning movement volume.

Reference Number:
990129

Intersection of:
2 & MCKENZIE RD & LEVA AVE (TWP RD 374) W SIDE OF MCKENZIE INT

North On: LEVA AVE	Vehicle Type	Volume	%
	A: Passenger Vehicle	1,255	95.3%
	B: Recreational Vehicle	18	1.4%
	C: Bus	4	0.3%
	D: Single Unit Truck	12	0.9%
	E: Tractor Trailer Unit	28	2.1%
	PM	1,317	



From North			
1,017			
	Right	Thru	Left
	14	524	479
A	14	481	467
B	0	10	5
C	0	0	1
D	0	10	1
E	0	23	5

To North	
300	
A	293
B	3
C	3
D	1
E	0

To West	
104	
A	100
B	1
C	0
D	0
E	3

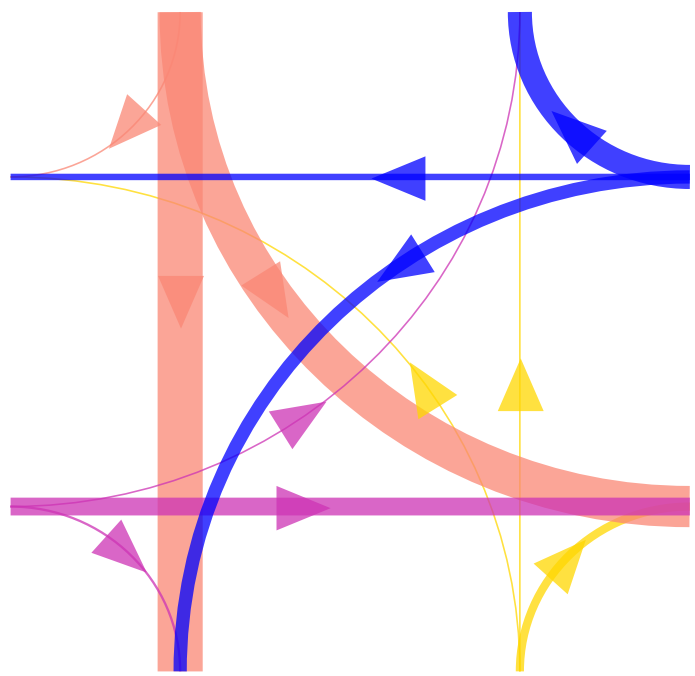
West On: TWP RD 374		Volume	%
A	333	96.2%	
B	7	2.0%	
C	1	0.3%	
D	2	0.6%	
E	3	0.9%	
	PM	346	

From West			
242			
	Left	Thru	Right
	8	207	27
A	8	199	26
B	0	6	0
C	0	1	0
D	0	1	1
E	0	0	0

From East		
509		
Left	Thru	Right
154	75	280
A	152	74
B	0	1
C	0	0
D	1	0
E	1	0

East On: TWP RD 374		Volume	%
A	1,248	96.7%	
B	18	1.4%	
C	5	0.4%	
D	10	0.8%	
E	9	0.7%	
	PM	1,290	

To East	
781	
A	749
B	14
C	2
D	8
E	8



To South	
705	
A	659
B	10
C	0
D	12
E	24

From South		
122		
Left	Thru	Right
15	12	95
A	12	83
B	0	3
C	0	0
D	0	6
E	3	3

South On: HWY 2 RAMPS	Vehicle Type	Volume	%
	A: Passenger Vehicle	766	92.6%
	B: Recreational Vehicle	13	1.6%
	C: Bus	0	0.0%
	D: Single Unit Truck	18	2.2%
	E: Tractor Trailer Unit	30	3.6%
	PM	827	

NOTE:
Coloured line thickness corresponds to turning movement volume.

HIGHWAY: 2 INTERSECTION OF: 2 & MCKENZIE RD & LEVA AVE (TWP RD 374) W SIDE OF MCKENZIE INT

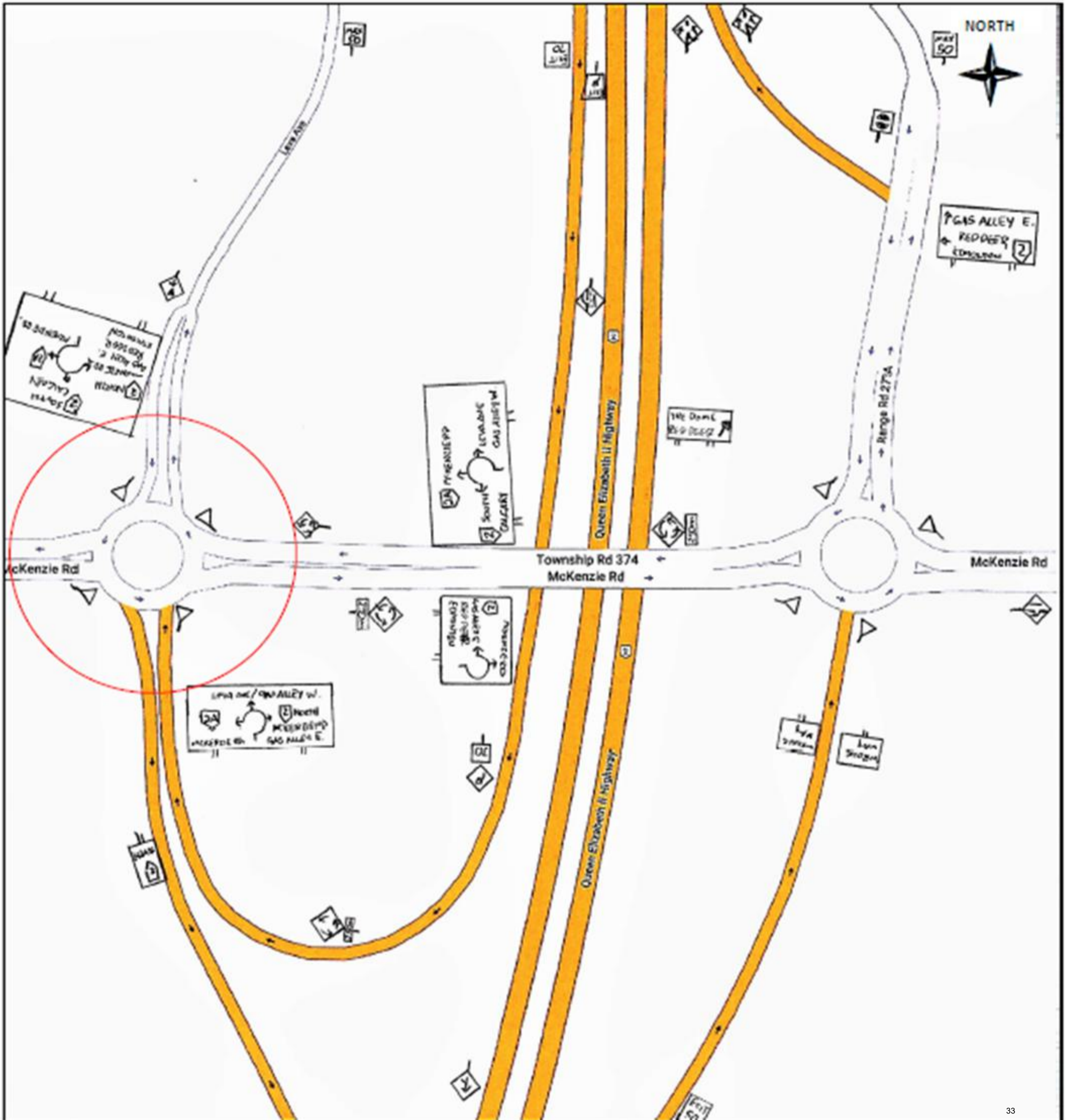
REFERENCE No.: 00990129 LATITUDE (Degrees): 52.201275 LONGITUDE (Degrees): -113.817363

DAY: THURSDAY DATE: AUGUST 04, 2022 DURATION: MIDNIGHT TO MIDNIGHT

RECORDED BY: MIOVISION CAMERAS - ISAAC CASSLEY

REMARKS: _____

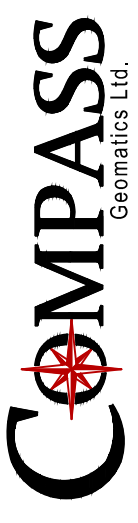
PEDESTRIANS (Y / N):



A large, stylized number '4' graphic in red and light red, positioned in the background of the slide. The top part of the '4' is a solid red shape, while the rest is a lighter, semi-transparent red. The text is centered over the bottom part of the graphic.

Site Concep Plans and Survey

ALBERTA LAND SURVEYOR'S REAL PROPERTY REPORT



11-4606 62nd Street
 Red Deer, Alberta T4N 6T3
 Office (403) 356-0111 Fax (403) 356-0114
 www.compassgeomatics.ca

To: 12990814 Canada Ltd. - Alex Lambert
 Re: Lot 6, Block 1, Plan 002 0557
 — McKenzie Drive
 Red Deer County, Alberta
 Date of Survey: August 4th, 2023 & August 11th, 2023
 Date of Title Search: August 11th, 2023
 Title information is based on title no. 102 375 873
 Property is subject to: Caveat 002 047 606 - RE: Development Agreement Pursuant to Municipal Government Act - Red Deer County
 002 047 812 - Restrictive Covenant
 002 047 813 - Restrictive Covenant
 002 183 688 - Restrictive Covenant
 052 443 881 - Utility Right of Way - Plan 052 5415
 062 346 105 - Utility Right of Way - Plan 062 2979
 062 398 951 - Restrictive Covenant
 062 469 780 - Utility Right of Way - Plan 062 6411
 062 577 310 - Utility Right of Way - Plan 062 3906

- LEGEND**
- Statutory Iron Post Found
 - ◆ Iron Bar Found
 - × Calculated Point
 - Reference Point
 - Countersunk c.s.
 - Fence Corner Post FCP
 - Found Fd.
 - Mk.
 - Mp.
 - Marker Post
 - Statutory Iron Post I.
 - Foundation Fdn.
 - Radial (R)
 - Fence Line shown thus: —X—
 - Power Line shown thus: —●—
 - Power Pole
 - Anchor

NOTES

1. Distances are in metres and decimals thereof and are all check measured at the time of survey.
2. Dimensions shown relate to perpendicular distances from property boundaries to exterior walls unless shown otherwise.
3. Eave dimensions are to the line of the fascia.
4. All fences shown are within 0.20 metres of property line unless noted otherwise.

Alberta Land Surveyor's Certification:

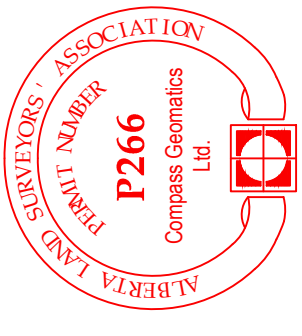
I hereby certify that this Report, which includes the attached plan and related survey, was prepared and performed under my personal supervision and in accordance with the Alberta Land Surveyors' Association's Manual of Standard Practice and supplements thereto. Accordingly, within those standards and as of the date of this Report, I am of the opinion that:

1. the plan illustrates the boundaries of the property, the improvements as defined in Part C, Section 6.5 of the Alberta Land Surveyors' Association's Manual of Standard Practice, registered easements and rights-of-way affecting the extent of the title to the property;
2. the improvements are entirely within the boundaries of the property;
3. no visible encroachments exist on the property from any improvements situated on an adjoining property;
4. no visible encroachments exist on registered easements or rights-of-way affecting the extent of the property;

Purpose of Report:

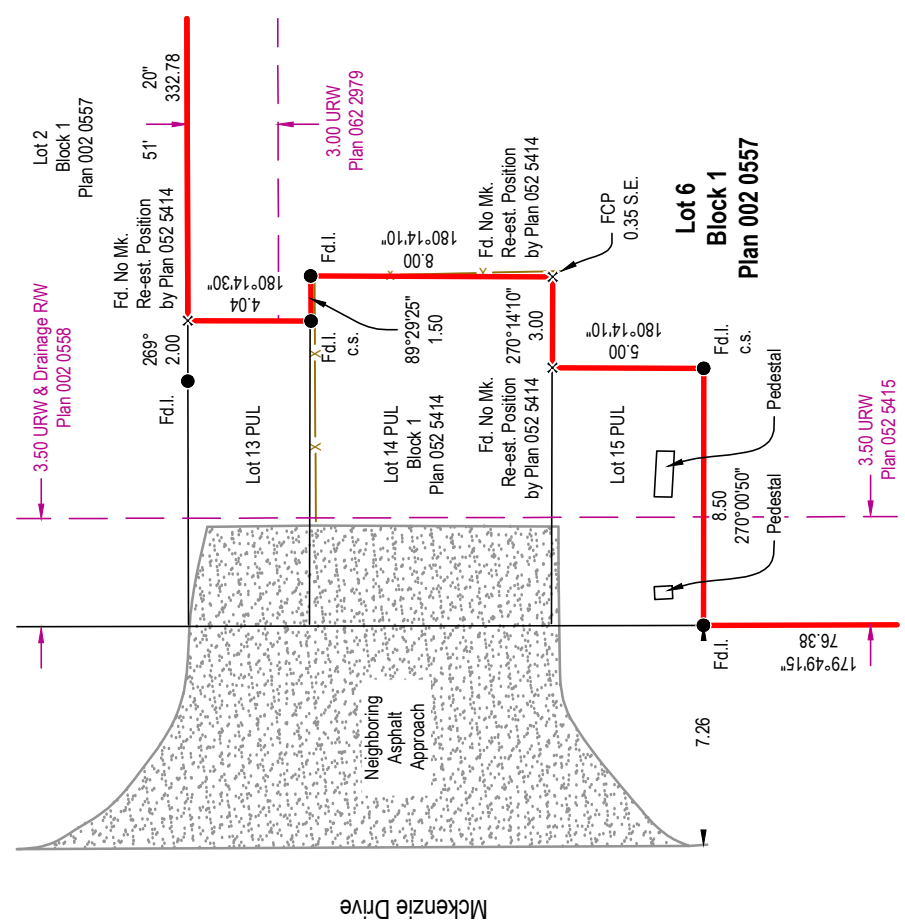
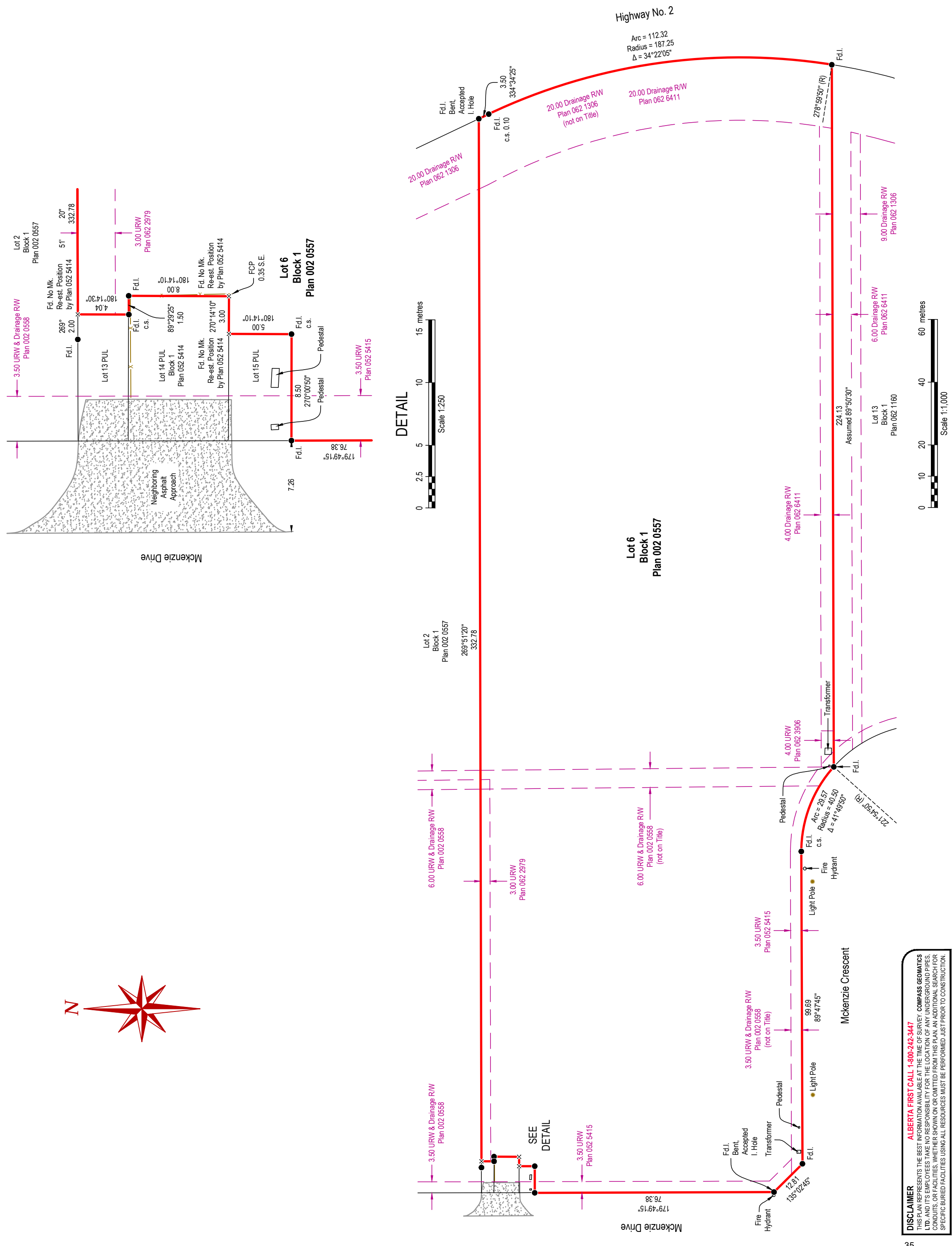
This Report and attached plan have been prepared for the benefit of the Property owner, subsequent owners, and any of their agents for the purposes of a land conveyance. Copying is permitted only for the benefit of these parties, and only if the plan remains attached. Where applicable, registered easements and utility rights-of-way affecting the extent of the Property have been shown on the attached plan. Unless shown otherwise, property corner markers have not been placed during the survey for this Report. The attached plan should not be used to establish boundaries (e.g., for fencing) because of the risk of misinterpretation or measurement error by the user.

The information shown on this Report reflects the status of this Property as of the date of survey only. Users are encouraged to have the Real Property Report updated for future requirements because subsequent development changes on the property will not be reflected on the Report.



Dated at Red Deer, Alberta
 August 16th, 2023.
 Jonathan Westera, A.L.S.
 COMPASS GEOMATICS LTD. 2023

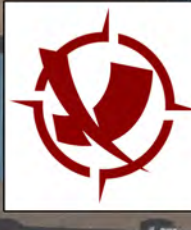
This document is not valid unless it bears an original signature or digital signature of an Alberta Land Surveyor and a P266 permit stamp.



DISCLAIMER
 ALBERTA FIRST CALL 1-800-242-3447
 THIS PLAN REPRESENTS THE BEST INFORMATION AVAILABLE AT THE TIME OF SURVEY. COMPASS GEOMATICS LTD. AND ITS EMPLOYEES TAKE NO RESPONSIBILITY FOR THE LOCATION OF ANY UNDERGROUND PIPES, CONDUITS, OR FACILITIES, WHETHER SHOWN OR OMITTED FROM THIS PLAN. AN ADDITIONAL SEARCH FOR SPECIFIC BURIED FACILITIES USING ALL RESOURCES MUST BE PERFORMED JUST PRIOR TO CONSTRUCTION.

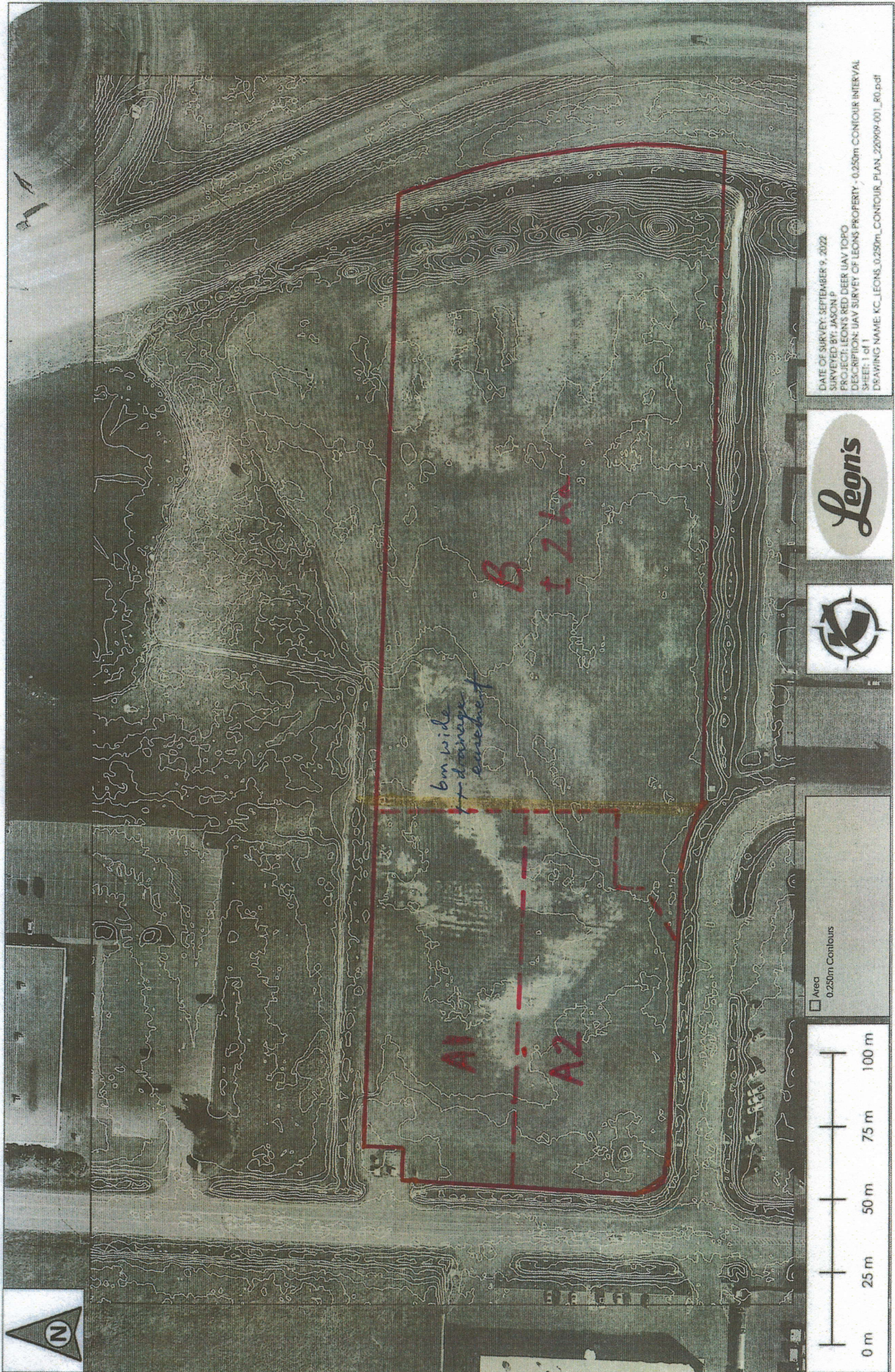



Area
— 0.250m Contours



DATE OF SURVEY: SEPTEMBER 9, 2022
SURVEYED BY: JASON P
PROJECT: LEON'S RED DEER UAV TOPO
DESCRIPTION: UAV SURVEY OF LEONS PROPERTY - 0.250m CONTOUR INTERVAL
SHEET: 1 of 1
DRAWING NAME: KC_LEONS_0.250m_CONTOUR_PLAN_220909-001_R0.pdf

2



A large, stylized number '5' is the central graphic. The top horizontal bar of the '5' is a solid dark red. The vertical stem and the bottom curve are a lighter, semi-transparent red. The text is positioned in the lower right portion of the light red area.

Area Structure Plans Land Use Bylaws

**AREA STRUCTURE
PLAN
&
LAND USE BYLAWS**

ARE AVAILABLE UPON
REQUEST



C2 - Commercial 2 Zoning Details

PART 21 GENERAL COMMERCIAL DISTRICT (C-2)

PURPOSE

111.1 To provide for a diversity of retail and service commercial uses in an area approved for such uses by a plan in accordance with the County’s plan hierarchy. Such areas are typically located in highly accessible locations and display a high standard of appearance.

111.2 PERMITTED USES	111.3 DISCRETIONARY USES
Accessory Building and Accessory Use Automotive and Minor Recreation Vehicle Sales / Rentals Automotive Gas Bar Automotive Repair – Minor Automotive Service Station Casino Commercial Recreation Facility – Indoor Crematorium Electric Vehicle Charging Station Financial Institution Food and Beverage Service Facility Funeral Home Government Service Hotel Lease Bay Building/Commercial Retail Unit Motel Office Personal Service Facility Public Utility Retail Store – Major Retail Store – Minor Signs Solar Energy Devices	Cannabis Retail Sales Data Processing Center Manufacturing, Processing or Assembly Facility clean industry only, no outdoor storage, with a retail outlet Recycle Depot Warehousing and Storage – limited to self storage Warehouse Sales



Development Permit Application



DEVELOPMENT PERMIT APPLICATION INFORMATION PACKAGE

INFORMATION AND CHECKLIST REQUIREMENTS

A development permit is to ensure the proposed development is compliant in accordance with Red Deer County's Land Use Bylaw. A building permit approves the applicant for the structure(s) being built in accordance with the Alberta Building Code and Safety Code Act of Alberta.

Required Information Checklist

Required	N/A	
<input type="checkbox"/>	<input type="checkbox"/>	Application Form
<input type="checkbox"/>	<input type="checkbox"/>	Signatures of all Registered Land Owners
<input type="checkbox"/>	<input type="checkbox"/>	Abandoned Oil / Gas Well Information – required with all applications , See pg. 2
<input type="checkbox"/>	<input type="checkbox"/>	Site Plan – Please see pg. 5 for requirements and sample
<input type="checkbox"/>	<input type="checkbox"/>	Building Plans – 1 copy (i.e., floor plan, elevations including all dimensions)
<input type="checkbox"/>	<input type="checkbox"/>	Preliminary Private Sewage Disposal System Information (applies to all rural developments, i.e., dwellings, additions, basement development, secondary suites, shops with plumbing etc. – see pages 6 & 7) THIS IS NOT A PRIVATE SEWAGE PERMIT
<input type="checkbox"/>	<input type="checkbox"/>	Appointment of Agent – if applicable – see pg. 8
<input type="checkbox"/>	<input type="checkbox"/>	Statutory Declaration Form – if applicable – see pg. 9
<input type="checkbox"/>	<input type="checkbox"/>	Site Access Application – if applicable
<input type="checkbox"/>	<input type="checkbox"/>	Rural Address Application – if applicable
<input type="checkbox"/>	<input type="checkbox"/>	Storm Water Management Plan, Landscaping Plan & Letters of Credit – if applicable
<input type="checkbox"/>	<input type="checkbox"/>	Application Fee – cheque, debit, money order, cash, VISA or M/C payable to Red Deer County

Please be advised that additional information may be required by the Development Authority

Applicant Name: _____ Signature: _____ Date: _____

IMPORTANT INFORMATION

- Incomplete applications will not be accepted and will be returned to the Applicant.
- An application is not complete until a development officer has deemed it so.
- The Development Authority has 40 days to render a decision upon receipt of this application.
- Colour renderings are required for all sign, industrial, commercial and institutional developments.
- In consideration of any permit issued in respect to this application, the Applicant shall indemnify and hold harmless Red Deer County, its employees and agents from any and all claims, demands, actions and costs whatsoever that may arise, directly or indirectly from anything done or omitted to be done in the construction, maintenance, alteration or operation of the works authorized.
- Any development or changes to your property may affect your property assessment and taxes. If you have any questions or concerns, please call the Assessment Department at 403.350.2166.

ADDITIONAL PERMIT REQUIREMENTS

Please be advised that your development project may require approvals and permits other than those issued by Red Deer County. Approval may be required from the following agencies, but are not limited to:

- | | |
|--|--|
| ➤ Alberta Environment | ➤ Alberta Energy and Utilities Board |
| ➤ Alberta Infrastructure & Transportation | ➤ Alberta Health Services |
| ➤ National Resources Conservation Board (NRCB) | ➤ Petroleum Tank Management Association of Alberta |
| ➤ Alberta Agriculture | ➤ Other agencies as required |

It is the applicant's responsibility to obtain any necessary permits as Planning & Development Services may require copies. All projects should commence with consideration of the Home Owners FireSmart Guidelines and the Provincial Fire Code.

Property owners can obtain information regarding utilities, well, pipeline etc., that may be located on, over or below their property by contacting Alberta Energy Regulator Toll Free at 1.855.297.8311 or visit the website: <https://extmapviewer.aer.ca/>

PUBLIC NOTICE

The following will be the manner in which notice will be given for the issuance of Development Permits:

- **PERMITTED USES:** Upon the issuance of a Development Permit, details will be posted on the County's website & in the County News.
- **DISCRETIONARY USES:** Upon an approved decision of an application, the details of the application will be advertised in the Red Deer Express.



DEVELOPMENT PERMIT APPLICATION

SECTION A – CONTACT INFORMATION

Permit Applicant: Owner Applicant

Applicant Name: _____

Mailing Address: _____

City: _____ Province: _____ Postal Code: _____

Phone: _____ Cell: _____ Fax: _____

Email: _____

Landowner Name (if Applicant is not the landowner): _____

PLEASE NOTE: when your permit is ready, you will receive an electronic copy and a hard copy will follow in the mail. Please contact the Planning and Development Desk if you require more information.

SECTION B – SITE INFORMATION

Street/Rural Address: _____ Lot: _____ Block: _____ Plan: _____

Legal Subdivision: Part of: NE NW SE SW ¼ Section: _____ Township: _____ Range: _____ West of: _____ M

Land Use District _____ Parcel Size: _____ Ha Acres

SECTION C – DEVELOPMENT DETAILS

Residential Commercial/ Industrial/ Institutional (complete page 4) Is demolition required? Yes No

Describe the proposed development (i.e., single family dwelling, accessory building, demolition, etc.):

Existing buildings & present use: _____

Approx Value of Proposed Development: \$ _____ Size: _____ Sq ft. Sq m.

If the development is a Manufactured home, please provide the following (Please Note: If manufactured home is greater than 5 years old, provide pictures):

Manufacturer: _____ Model: _____ CSA/CAN #: _____ Year: _____

SECTION D – GEOGRAPHIC INFORMATION

Are any of the following within ½ mile of the proposed development?

Landfill or garbage disposal site	<input type="checkbox"/> Yes <input type="checkbox"/> No	Confined livestock operation	<input type="checkbox"/> Yes <input type="checkbox"/> No
Sewage treatment plant or lagoon	<input type="checkbox"/> Yes <input type="checkbox"/> No	Multi lot residential subdivision	<input type="checkbox"/> Yes <input type="checkbox"/> No
River or water body	<input type="checkbox"/> Yes <input type="checkbox"/> No	Provincial Highway	<input type="checkbox"/> Yes <input type="checkbox"/> No
Slopes of 15% or greater	<input type="checkbox"/> Yes <input type="checkbox"/> No	Sour gas well, pipeline & abandoned wells	<input type="checkbox"/> Yes <input type="checkbox"/> No

SECTION E ABANDONED WELL INFORMATION

All development permit applications REQUIRE a printout of a map from Alberta Energy Regulator (AER, previously known as ERCB). This can be obtained via website, phone, email, fax or mail.

- Is there an abandoned well on the property? YES NO
- If no abandoned well is present, you **must** still provide a printout from the AER website
- If yes, please identify it on your site plan and provide the Name of Licensee
 - Licensee Name: _____
- We require a printout of the map from the AER website which can be obtained by going to: <https://extmapviewer.aer.ca/AERAbandonedWells/Index.html>
- **If you require any assistance or do not have access to the internet please contact AER at 1.855.297.8311**
- **The location of all abandoned oil and gas well sites as well as the setback distances in relation to existing or proposed building sites must be shown on all applications. Please note: The Development Authority cannot approve a development application if the lot(s) does not comply with the setback directed by the ERCB Directive 079. Abandoned well site information must be provided by the applicant and can be obtained by contacting Alberta Energy Regulator.**

SECTION F – RURAL ADDRESSING

Describe in writing, the distance (in meters or feet) from a known point, such as an intersection or quarter section line, to the approach, indicating the direction and side of the road the approach is on. This description should correspond with an **accompanying site plan**.



SECTION G – FINAL AUTHORIZATION

By submitting an application for development, I am allowing right of entry for inspection purposes. I hereby make application and acknowledge all plans and information submitted are, to the best of my knowledge, true and accurate.

Applicant's Name (print) _____	Applicant's Signature _____	Date _____
Owner Name _____	Owner Signature _____	Date _____
Owner Name _____	Owner Signature _____	Date _____

PAYMENT INFORMATION

Cash Debit Credit Card Cheque No.: _____ Please call for payment (credit card only)

Credit Card No.: _____ Exp. Date: _____

Name on Card: _____ Signature of Card Holder: _____

FOR OFFICE USE ONLY

Date Received: _____ File Number: _____ Legal File No.: _____

Application Fee: _____ Diamond No.: _____ Linc No.: _____

Roll No.: _____ Receipt No.: _____ Region: _____ Division: _____

Please Note: The personal information requested in these forms is protected under the Freedom of Information and Protection of Privacy Act (FOIP). Collection of the personal information on this form is authorized under the Municipal Government Act and is required for the purpose of the County's Planning & Development processes. The information will be used by the County staff and representative contact information. If you have questions regarding FOIP, please phone 403.350.2150 and ask for the FOIP Coordinator.



BUSINESS OPERATION DETAILS

Home businesses are generally recognized and supported as a viable lifestyle and economic development opportunity. A home business located within Red Deer County requires a Development Permit which would be considered for a 5 year approval and an annual business license. The home business shall be in accordance with the Land Use Bylaw 2006/6 and will be reviewed to ensure the scale and intensity is appropriate for the character of the neighbourhood and that it is complementary and compatible with adjacent land uses.

For all non-residential developments (i.e., COMMERCIAL, INDUSTRIAL, HOME BUSINESS MAJOR OR MINOR, etc.) please provide the following additional information.

Describe the business operation:

Business Name: _____

Office Location: _____

ADVERTISING / MARKETING / SIGNAGE

Will the business be advertised / marketed / have a sign? Yes No

Advertising / Marketing / Signage details:

TRAFFIC

Will the development generate additional traffic to the business / home? Yes No

Traffic Details: _____

STAFFING & VEHICLES

How many people will your business employ? _____ Residential employees

_____ Non-residential employees

How many vehicles will be directly associated with the business? _____

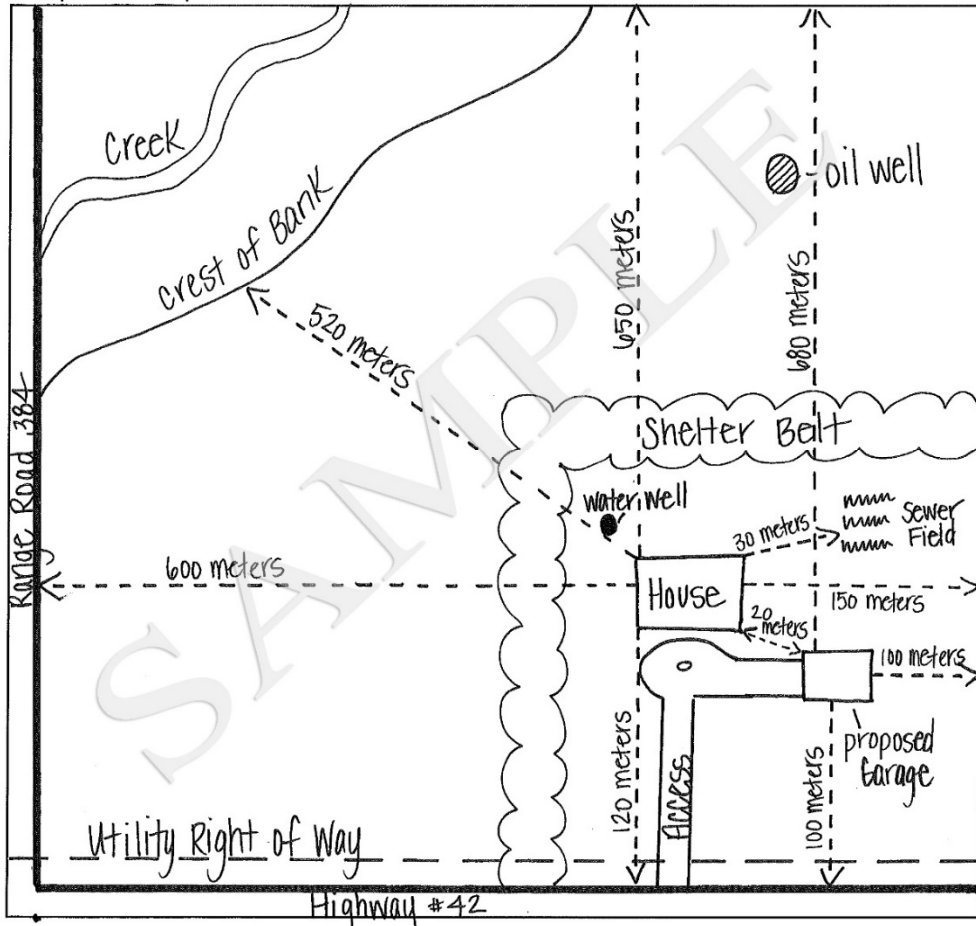
OUTDOOR STORAGE

Will there be outdoor storage? Yes No

Will it be Visible from the road? Yes No

Outdoor storage screening / securing details:

Sample Development Permit Site Plan



1. If your parcel is located within a commercial, industrial, or multi-lot subdivision the proposed site plan must be provided by a professional (i.e., licensed surveyor)
2. If your parcel is located within a residential multi-lot subdivision the site plan should be drawn by a professional (i.e., surveyor). However, at the discretion of the Development Officer a hand drawn site plan may be accepted if the applicant utilizes an existing Real Property Report as the base for the drawing and all measurements are clearly indicated.
3. If your parcel is located on a parcel zoned Agricultural, a hand drawn site plan may be accepted. Your drawing however, must indicate the dimensions of your parcel boundaries. If the development is to occur within a quarter section make sure your drawing includes all the quarter section property boundaries.
4. All site plans must indicate all buildings and signs and provide the distance measurements **from all property boundaries** as well as distances **between** all existing and proposed structures and the property lines (i.e., from the closest point of structure to closest point of another structure and/or property lines).
5. All site plans must indicate abandoned pipelines and oil and gas wells if they exist on the subject property as well as the required set back distances.
6. Your site plan must include the location of all roads and/or road allowances. Show the location of the access to your property.
7. Include location of existing shelterbelts, septic systems, utility lines, watercourses, steep slopes, or any other feature used to determine the location of the proposed development.
8. Measurements must be recorded in either metres or feet. Other units will not be accepted (i.e., centimetres).
9. All Site Plans **must** be legible and to a scale that is satisfactory to the development officer.



PRIVATE SEWAGE

Contact Name: _____ Phone: _____ Email: _____

I am adding a new dwelling, there are no services on the property; I understand that I will require a new private sewage system and will apply for or have a certified installed apply for the private sewage permit.

If you are installing a new private sewage system, DO NOT fill out the below information.

There is an existing private sewage system that I would like to utilize, and I have provided the information of the existing sewage system below and a detail site plan showing where the existing system is located.

I understand that the Safety Codes Officer will be reviewing the existing private sewage system and understand that a new private sewage system may be required, or the existing system be altered and that a private sewage permit will be required.

- New Primary Dwelling Second dwelling Third dwelling SFD Addition Secondary/garden suite
- Accessory Building with bathroom

Year existing sewage system installed in: _____

- Holding Tank Only Size: _____
- Septic Tank Size: _____
 - Disposal Field _____ Open (surface) Discharge
 - Length of laterals: _____ Packaged Sewage Treatment Plant
 - Width between laterals: _____ Other System:
- Treatment Mound Size: _____

New dwelling on existing system only

No of bedrooms from previous primary dwelling _____

No of bedrooms for new primary dwelling _____

Second, third dwelling/additions/secondary/garden suites/accessory building with bathroom only

No. of bedrooms in primary dwelling _____

No. of added bedrooms in new build _____

Total no. of bedrooms to be on existing system _____

SETBACKS FOR PRIVATE SEWAGE SYSTEMS

Septic Tanks or Sewage Holding Tanks shall not be located within:

- 1 m (3.25') from property line or from any building
- 10 m (33') from any water source or water course

No part of the **Disposal Field** measured from any part of a trench shall be located within:

- 1.5 m (5') from any property line
- 15 m (50') from any water source or water course
- 5 m (17') from a septic tank or package treatment plant
- 10 m (33') from any basement, cellar or crawl space
- 1 m (3.25') from any non-basement building or does not have a permanent foundation
- 5 m (17') from a building that has a permanent foundation but no basement, cellar, or crawlspace

An **Effluent discharge** to the ground surface shall not be located within:

- 50 m (165') from any water source
- 45 m (150') from a water course or from a building
- 90 m (300') from any property line

On a Property that adjoins a permanent body of water such as a lake, river, stream, or creek, the effluent disposal component of a private sewage system shall be located:

- Not less than 90 m (300') from the shore of the body of water or
- Where a principal building is located between the system and a body of water, the distance may be reduced to the minimum distance requirements for that method of treatment and disposal.

No part of a **Treatment Mound** shall be located within:



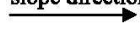

- 3 m (10') from any property line
- 15 m (50') from any water source or water course
- 3 m (10') from a septic tank
- 10 m (33') from any basement, cellar or any non-basement building

Onsite Sewage System Site Evaluation Lot Diagram Field Sketch and Notes

Project Name:

Lot or Legal Description:

Date:

	Grid area for field sketch										<p>Show the proposed location of the onsite sewage system and the following items indicating their distances from the proposed system:</p> <ul style="list-style-type: none"> trees floodplains wells water sources surface water bedrock outcrops buildings property lines easement lines ditches or interceptors banks or steep slopes fills driveways existing sewage systems underground utilities soil test pit and borehole locations
drainage course 		slope direction 		borehole BH 1 		Test Pit P1 <input type="checkbox"/>					

Comments:

Property line GPS coordinates:

GPS coordinates of well:

GPS coordinate of tank:

GPS coordinates of soil treatment component corners:

Additional information is required separately for the system design detail.



APPOINTMENT OF AGENT

This form must accompany all applications where the applicant is not the registered landowner.

PLEASE INCLUDE ALL NAMES ON THE CERTIFICATE OF TITLE

I/We _____, being the registered owner(s) of:

Lot _____ Block _____ Registered Plan _____

NE NW SE SW ¼ Section _____ Township _____ Range _____ West of _____ Meridian

do hereby authorize:

_____ of _____, to act as Agent on my behalf in the matter of rezoning, subdivision and/or development of the above referenced lands only for the purpose of the current application dated _____, after which this authorization shall expire.

AGENT INFORMATION

Mailing Address: _____ City: _____ Province: _____ Postal Code: _____

Phone #: _____ Alternate #: _____ Email: _____

LANDOWNER INFORMATION

Mailing Address: _____ City: _____ Province: _____ Postal Code: _____

Phone #: _____ Alternate #: _____ Email: _____

Landowner Signature _____ Date _____

ADDITIONAL LANDOWNER SIGNATURES IF REQUIRED:

Signature _____ Date _____

Signature _____ Date _____

STATUTORY DECLARATION

Of Signing Authority

I, _____ do solemnly and sincerely
declare that I have the legal authority to sign documentation on behalf of
(company name) _____ and that (company name)
_____ is the legal land title holder of
¼ _____ Section _____ Twp _____ Range _____ W of _____ M
Lot _____ Block _____ Plan _____

I make this solemn declaration this _____ day of _____ in the year 20____ at _____,
Alberta, Canada.

(printed)

(signed)

Sworn and Signed to be True in the
presence of:

Commissioner of Oaths
Province of Alberta, this
_____ day of _____, 20____.
Commission expires: _____



Purchase Agreements & Schedules

COMMERCIAL PURCHASE CONTRACT

Between

THE SELLER

and

THE BUYER

Name 12990814 CANADA LTD.

Name

Name

Name

1. THE PROPERTY

1.1 The Property is

(a) the land located at Municipal Address:

19 Mckenzie Drive

Rural Red Deer County

AB T4S2H4

Legal description: Plan 0020557 Block/Unit 1 Lot 6

Excepting thereout all mines and minerals unless otherwise stated (the "Lands")

(b) all buildings and other improvements on the Lands (the "Buildings");

(c) these unattached goods:

(d) the attached goods except for:

(e) the following tenancies where the seller is the landlord and the buyer is assuming these leases ("Accepted Tenancies"), or as described in the schedules selected as attached in clause 9.1:

If the Property is a condominium, the legal description and details are as described in the Commercial Condominium Property Schedule, selected as attached in clause 9.1 below.

2. PURCHASE PRICE AND COMPLETION DAY

2.1 The purchase price is: \$ plus GST (the "Purchase Price").

2.2 With respect to GST payable if the buyer is:

- (a) not a GST registrant under the Excise Tax Act (Canada), then the buyer shall remit the applicable GST to the seller's lawyer on or before the Completion Day. The seller shall remit the GST to the Receiver General as required by law, and will indemnify and save the buyer harmless from and against all costs and expenses (including legal fees on a solicitor/client full indemnity basis) that the buyer may incur or become subject to as a result of the seller's failure to remit GST pursuant to this clause; or
(b) a GST registrant under the Excise Tax Act (Canada), then the buyer will provide the seller with proof and details of the buyer's GST registration before the Completion Day. The buyer will assume the liability for all GST payable pursuant to the Excise Tax Act (Canada) accruing in respect of this transaction and will indemnify and save the seller harmless from and against all costs and expenses (including legal fees on a solicitor/client full indemnity basis) that the seller may incur or become subject to as a result of the buyer failing to comply with its obligations pursuant to this clause.

2.3 This contract will be completed, the Purchase Price fully paid, and vacant possession given to the buyer at 12 noon on November 17, 2023 (the "Completion Day"), subject to the rights of the tenants in the Accepted Tenancies, if any.

2.4 After the date that acceptance of this contract is communicated, the seller shall not make any changes to any of the leases pertaining to the Accepted Tenancies without the buyer's consent in writing.

2.5 The seller represents and warrants that on the Completion Day, the Property will be in substantially the same condition as when this contract was accepted, and the attached and unattached goods will be in normal working order.

3. GENERAL TERMS

3.1 In fulfilling this contract, the seller and buyer agree to act reasonably and in good faith and agree that:

- (a) unless the seller, buyer or both have agreed to alternate representation, the seller and buyer are each represented by their own sole agent and those agents have no agency responsibility to the other party;
(b) the laws of Alberta apply to this contract;
(c) Alberta time applies to this contract. Time is of the essence, which means times and dates will be strictly followed and enforced;
(d) Business Day means every day but Saturday, Sunday and statutory holidays, and includes all the hours of the day;
(e) a reference to the seller or buyer includes singular, plural, masculine, feminine or an entity like a corporation;

**TO BE EXECUTED BY HIGH
BIDDER POST SALE ONLY**

- ~~(f) the seller will disclose known Material Latent Defects. Material Latent Defects means a defect in the Property that is not discoverable through a reasonable inspection and that will affect the use or value of the Property;~~
- (g) the seller and buyer are each responsible for completing their own due diligence and will assume all risks if they do not;
- (h) the seller will ensure the seller's representations and warranties are true by:
 - (i) reviewing documents such as a Real Property Report (RPR), land title, registrations on title, leases, and contracts;
 - ~~(ii) determining non-resident status for income tax purposes;~~
 - (iii) conducting due diligence searches, such as litigation and personal property security registry searches; and
 - (iv) doing other needed research;
- (i) the buyer may get independent inspections or advice on items such as condominium documents, land title, registrations on title, RPR, current and future use, building and mechanical systems, property insurance, title insurance, size of the Lands and Buildings, interior and exterior measurements, leases, estoppel certificates pertaining to Accepted Tenancies, registrations affecting the unattached goods and attached goods, and other items important to the buyer;
- (j) sections 12 and 13 of the *Condominium Property Act* (Alberta) relating to sale of units by developers and rescission of purchase agreements do not apply;
- (k) contract changes that are agreed to in writing will supersede the pre-printed clauses;
- (l) the seller and buyer will read this contract and seek relevant advice before signing it;
- (m) the brokerages, real estate board and listing services may collect, maintain, disclose, and publish relevant information about this transaction, including the unconditional sale price and date of sale of the Property, for reporting, statistical, property evaluation and closing purposes; and
- (n) the _____ **seller's** _____ (seller's or buyer's) brokerage will provide this contract and related documents to the appointed lawyers for the purpose of closing this contract.

4. DEPOSITS

- 4.1 The seller and buyer agree that clauses 4.2 through 4.9 are the terms of trust for the Deposits. "Deposits" means the amounts payable under clauses 4.3 and 4.4, and "Deposit" means either of them.
- 4.2 The seller and buyer appoint exp Realty as trustee (the "Trustee") for the Deposits.
- 4.3 The buyer will pay a deposit of \$ 250,000.00, which will form part of the Purchase Price, to the Trustee by Bank draft/ Bill Payment/ Cheque (method of payment) on or before within 2 business days.
- 4.4 The buyer will pay an additional deposit of \$ _____, which will form part of the Purchase Price, to the Trustee by _____ (method of payment) on or before _____.
- 4.5 If the buyer fails to pay a Deposit as required by this contract, the seller may void this contract at the seller's option by giving the buyer written notice. The seller's option expires whenever the seller accepts a deposit, even if late.
- 4.6 The Trustee will deposit the Deposits into a trust account within three Business Days of receipt.
- 4.7 Interest on the Deposits will not be paid to the seller or buyer.
- 4.8 The Deposits will be held in trust for both the seller and buyer. Provided funds are confirmed, the Deposits will be disbursed, without prior notice, as follows:
 - (a) to the buyer, if after this contract is accepted:
 - ~~(i) a condition is not satisfied or waived in accordance with clause 8.4;~~
 - ~~(ii) the seller voids this contract for the buyer's failure to pay an additional deposit in the case where an initial deposit has been paid by the buyer; or~~
 - (iii) the seller fails to perform this contract;
 - (b) to the seller, if this contract is accepted and all conditions are satisfied or waived, and the buyer fails to perform this contract; or
 - (c) applied against the Fee owed by the seller by payment directly out of trust to the brokerage(s), with any excess amount paid in trust to the seller's lawyer no later than three Business Days prior to the Completion Day. "Fee" means the amount, plus GST, owed to a real estate brokerage under a written service agreement.
 - (d) If the seller or buyer fails or refuses to complete this contract, the other party may seek all remedies, such as claims for deposits and damages, and reasonable costs including legal fees and disbursements on a solicitor/client full indemnity basis.
- 4.9 The disbursement of Deposits, as agreed to in this clause, will not prevent the seller or buyer from pursuing remedies in clause 12.

5. LAND TITLE

- 5.1 Title to the Property will be free of all encumbrances, liens and interests except for:
 - (a) those implied by law;
 - (b) non-financial obligations now on title, such as easements, utility rights-of-way, covenants and conditions that are normally found registered against property of this nature; and
 - (c) the following encumbrances that the buyer agrees to accept:



6. REPRESENTATIONS AND WARRANTIES

- 6.1 The seller represents and warrants to the buyer that:
- (a) the seller has the legal right to sell the Property;
 - (b) the seller is not now, nor will it be on the Completion Day, a non-resident for the purposes of the *Income Tax Act* (Canada), nor an agent or a trustee for any person with an interest in the Property who is a non-resident of Canada;
 - ~~(c) no one else has a legal right to the included attached and unattached goods;~~
 - ~~(d) the current use of the Lands and Buildings complies with the existing municipal land use bylaw and any restrictive covenant on title;~~
 - (e) the location of the Buildings and land improvements:
 - (i) are on the Lands and not on any easement, right-of-way or neighbouring lands unless there is a registered agreement on title or, in the case of an encroachment into municipal lands or a municipal easement or right-of-way, the municipality has approved the encroachment in writing;
 - (ii) complies with any restrictive covenant on title and municipal bylaws, regulations and relaxations, or the Buildings and improvements are "non-conforming buildings" as defined in the *Municipal Government Act* (Alberta);
 - (f) known Material Latent Defects, if any, have been disclosed in writing in this contract;
 - (g) any government and local authority notices regarding the Property, lack of permits for any development on the Property, or notices regarding any environmental conditions or problems known to the seller have been disclosed in writing in this contract;
 - (h) there is no legal action outstanding with respect to the Property;
 - (i) the Property is in compliance with all applicable environmental laws;
 - (j) the seller is not in breach of any contract with respect to the Property which gives rise to an interest in land, including but not limited to, any leases related to Accepted Tenancies;
 - (k) any leases pertaining to the Accepted Tenancies are valid and in good standing; and
 - (l) the seller is not in breach of any obligation to any third party with respect to the Property which gives rise to an interest in land.
- 6.2 The representations and warranties in this contract including any attached Schedules:
~~(a) are made as of, and will be true at, the Completion Day; and~~
(b) will survive completion and may be enforced after the Completion Day as long as any legal action is commenced within the time limits set by the *Limitations Act* (Alberta);

7. DISCLOSURE

- 7.1 Within _____ Business Days after the date that acceptance of this contract is communicated, the seller will provide to the buyer true copies of all agreements, documents, reports and other materials respecting the Property that are in the possession or control of the seller (the "Disclosure Documents"), including but not limited to: copies of Permitted Encumbrances; copies of leases with respect to Accepted Tenancies; financial records and statements respecting the Property; any operating agreements that the buyer is to assume; all engineering, mechanical, electrical, plumbing, roof, heating, ventilation, construction or similar reports, assessments, plans, drawings, specifications, relevant correspondence or work orders; environmental reports; and: _____. If the Property is a condominium, the Disclosure Documents shall include condominium documents as detailed in the Condominium Documents Schedule, selected as attached in clause 9.1.
- 7.2 The buyer will keep all information obtained from the seller in strict confidence and will only make such information available to those of buyer's employees, agents and professional advisors on a need to know basis. Should this transaction not be completed, the buyer will return the Disclosure Documents including all copies to the seller immediately.
- 7.3 The buyer may enter upon the Property for the purpose of conducting its investigations about the state of the Property, subject to the following:
- (a) the rights of any tenants;
 - (b) the buyer shall not carry out any destructive or physically invasive testing, except with the prior written consent of the seller and shall repair all damage resulting from its investigations;
 - (c) the buyer shall obtain the seller's prior consent as to the timing and length of any inspections;
 - (d) in conducting its investigations, the buyer shall use commercially reasonable efforts to minimize disruption of the current use of the Property; and
 - (e) the buyer shall indemnify and save the seller harmless from all claims, damages, losses or liabilities of any kind (including legal fees on a solicitor/client full indemnity basis) resulting from the buyer's investigations upon the Property.
- 7.4 The seller will provide the buyer with such written authorizations and other assistance when reasonably required by the buyer to facilitate the buyer's inspections, reviews and tests, to satisfy its conditions.

8. CONDITIONS

- 8.1 The seller and buyer will:
- (a) act reasonably and in good faith in trying to satisfy their own conditions, including making reasonable efforts to fulfill them.
 - (b) pay for any costs related to their own conditions, except for the providing of documents in the Condominium Documents Condition (if applicable); and

(c) will obtain professional advice with respect to GST applicable to the transaction.

8.2 Buyer's Conditions

The buyer's conditions are for the benefit of the buyer and are:

(a) **Financing**

This contract is subject to the buyer securing new financing from a lender of the buyer's choice and with terms satisfactory to the buyer, before _____ m. on _____, 20_____. The seller will cooperate by providing access to the Property on reasonable terms.

(b) **Due Diligence**

This contract is subject to the buyer's satisfaction with the results of its review of the Disclosure Documents and its inspections of the Property, before _____ m. on _____, 20_____. The seller will cooperate by providing access to the Property on reasonable terms.

(c) **Additional Buyer's Conditions**

before _____ m. on _____, 20_____.

8.3 Seller's Conditions

The seller's conditions are for the benefit of the seller and are:

before _____ m. on _____, 20_____.

8.4 Each party will give the other written notice that:

- (a) a condition is unilaterally waived or satisfied on or before the date upon which it expires. If not, this contract will end after the time indicated for that condition; or
- (b) a condition will not be waived or satisfied prior to the date upon which it expires. This contract will end upon that notice being given.

9. ATTACHMENTS AND ADDITIONAL TERMS

9.1 The selected documents are attached to and form part of this contract:

- Certificate of Title for the Lands
- Commercial Condominium Property Schedule
- Condominium Documents Schedule
- Financing Schedule (Seller Financing, Mortgage Assumption, Other Value);
- Addendum
- Accepted Tenancies
- Other _____

9.2 If the Property is a condominium, to the best of the seller's knowledge and to be verified by the buyer, the total current monthly condominium contribution for the Property is \$ _____.

9.3 The parties agree that the following additional terms shall form a binding part of this contract:
Buyer shall accept property as-is where-is and specifically agrees that neither the Seller, Auctioneer, Brokerage or Realtor makes any representations or warranties of any kind as to the condition or fitness of the property, environment or otherwise, or any improvements thereon

10. CLOSING PROCESS

Closing Documents

10.1 As applicable, the closing documents will be:

- (a) transfer of land (the "Transfer") in registerable form;
- (b) statement of adjustments;
- (c) bill of sale for any unattached goods;
- (d) estoppel certificates for each of the Accepted Tenancies along with assignment of leases;
- (e) GST indemnity certificate;
- (f) RPR (if not yet provided); and

- (g) such other closing documents reasonably requested by the seller's lawyer or the buyer's lawyer (the "Closing Documents"). ~~The Closing Documents will include an RPR(s) showing the current improvements on the Property according to the Alberta Land Surveyors' Association Manual of Standard Practice, with evidence of municipal compliance or nonconformance and confirming the sellers' warranties about the Lands and Buildings. This obligation will not apply if there are no structures on the Lands. The buyer or buyer's lawyer must have a reasonable amount of time to review the RPR(s) prior to submitting the transfer documents to the Land Titles Office.~~

Closing Procedure

- 10.2** The seller or the seller's lawyer will deliver the Closing Documents to the buyer or buyer's lawyer upon reasonable trust conditions for a commercial property transaction, including delivery within a reasonable time before the Completion Day to allow for confirmation of registration of documents at the Land Titles Office, obtain the advance of mortgage proceeds, and verify the transfer of other value items.
- 10.3** If a new mortgage is a condition of this contract, the seller agrees to trust conditions that allow the buyer's lawyer to register the Transfer so as to obtain the advance of mortgage funds on the new mortgage, provided however that the buyer's lawyer undertakes, accepts, and complies with reasonable trust conditions imposed by the seller's lawyer until the seller has been paid the total Purchase Price.

Payments and Costs

- 10.4** The Purchase Price (other than Deposits) shall be paid by certified cheque, bank draft or solicitor's trust cheque.
- 10.5** All normal adjustments for the Property including but not limited to taxes, local improvement levies and assessments, municipal charges, rents, utilities, monthly condominium contributions, tenant deposits including interest, prepaid rent, and mortgage principal and interest that are applicable with respect to the Property will be the seller's responsibility for the entire Completion Day and thereafter assumed by the buyer.
- 10.6** The seller's lawyer may use the Purchase Price to pay and discharge all of the seller's financial obligations related to the Property. The seller's lawyer will provide the buyer's lawyer with evidence of all discharges including, where required, a certified copy of the certificate of title and, if the Property is a condominium, an estoppel certificate evidencing the payment of all condominium contributions that are the seller's obligation to pay, within a reasonable time after the Completion Day.
- 10.7** If the seller has entered into a written service agreement with a real estate brokerage, the seller instructs the seller's lawyer to honour the terms of that agreement, including the Fee and other costs payable to the seller's brokerage.
- 10.8** The seller will have the right to register a seller's caveat against the title to the Property and the buyer shall have the right to register a buyer's caveat against the title to the Property, upon the date that acceptance of this contract is communicated.
- 10.9** The seller will pay the costs to prepare the Closing Documents, costs to end any existing tenancies that are not Accepted Tenancies and provide vacant possession to the buyer and costs to prepare, register and discharge any seller's caveat based on this contract.
- 10.10** The buyer will pay the costs to prepare, register and discharge any buyer's caveat based on this contract and to register the Transfer and mortgage, if applicable.

Completion Day Delays

- 10.11** If the seller fails to deliver the Closing Documents in accordance with clause 10.2, then:
- (a) the buyer's payment of the Purchase Price and late interest will be delayed until the buyer or buyer's lawyer has received the Closing Documents and has a reasonable time to review and register them, obtain the advance of mortgage financing, and verify the transfer of other value items, as applicable; and
 - (b) if the buyer is willing and able to close in accordance with this contract and wants to take possession of the Property, then the seller will give the buyer possession upon reasonable terms which will include the payment of late interest only on the amount of mortgage being obtained by the buyer at the interest rate of that mortgage.
- 10.12** If the seller has complied with clauses 10.1 ~~and 10.2~~, but the buyer is not able to close in accordance with this contract, then:
- (a) the seller may, but is not obligated to, accept late payment of the Purchase Price and give the buyer possession upon reasonable terms; and
 - (b) if the seller agrees to accept late payment of the Purchase Price and, whether or not possession is granted, the buyer will pay late interest at the prime lending rate of the ATB Financial at the Completion Day plus 3% calculated daily from and including the Completion Day to (but excluding) the day the seller is paid in full. Payment received after 12 noon on any day will be payment as of the next Business Day.

11. INSURANCE

- 11.1** The seller bears the risk of loss or damage to the Property until the Purchase Price is paid. If such loss or damage occurs before the Purchase Price is paid, any insurance proceeds will be held in trust for the seller and buyer based on their interests.

15. CONFIRMATION OF CONTRACT TERMS

- 15.1** The seller and buyer confirm that this contract sets out all the rights and obligations they intend for the purchase and sale of the Property and that:
- (a) this contract is the entire agreement between them; and
 - (b) unless expressly made part of this contract, in writing:
 - (i) verbal or written collateral or side agreements or representations or warranties made by either the seller or buyer, or the seller's or buyer's brokerage or agent, have not and will not be relied on and are not part of this contract; and
 - (ii) any pre-contractual representations or warranties, howsoever made, that induced either the seller or buyer into making this contract are of no legal force or effect.

Seller's Initials _____

Buyer's Initials _____

16. LEGAL OBLIGATIONS BEGIN

16.1 The legal obligations in this contract begin when the accepted contract is delivered in person or sent by fax or email. The obligations bind the seller and the buyer as well as their heirs, administrators, executors, successors, and assigns.

17. OFFER

17.1 The buyer offers to buy the Property according to the terms of this contract.

17.2 This offer/counteroffer shall be open for acceptance in writing until _____, m. on _____, 20____.

SIGNED AND DATED at _____, Alberta at _____, m. on _____, 20_____.

Signature of Buyer or Authorized Signatory of Buyer

Signature of Witness

Print Name of Buyer or Authorized Signatory of Buyer

Print Name of Witness

Signature of Buyer or Authorized Signatory of Buyer

Signature of Witness

Print Name of Buyer or Authorized Signatory of Buyer

Print Name of Witness

Buyer's GST # _____

18. ACCEPTANCE

18.1 The seller agrees to sell the Property according to the terms of this contract.

SIGNED AND DATED at _____, Alberta at _____, m. on _____, 20_____.

Signature of Seller or Authorized Signatory of Seller

Signature of Witness

12990814 CANADA LTD.

Print Name of Seller or Authorized Signatory of Seller

Print Name of Witness

Signature of Seller or Authorized Signatory of Seller

Signature of Witness

Print Name of Seller or Authorized Signatory of Seller

Print Name of Witness

Seller's GST # _____

INFORMATION

The following is for information purposes and has no effect on the contract's terms:

REJECTION

I/we do not accept this offer/counteroffer. No counteroffer is being made.

SIGNED AND DATED at _____, Alberta at _____, m. on _____, 20_____.

Signature of Seller or Authorized Signatory of Seller

Signature of Buyer or Authorized Signatory of Buyer

Signature of Seller or Authorized Signatory of Seller

Signature of Buyer or Authorized Signatory of Buyer

CONVEYANCING INFORMATION

Seller's Information:

Address _____

Phone _____ Fax _____

Lawyer's Name _____

Firm _____

Address _____

Phone _____ Fax _____

Email _____

Buyer's Information:

Address _____

Phone _____ Fax _____

Lawyer's Name _____

Firm _____

Address _____

Phone _____ Fax _____

Email _____



**2023
Taxes**



Kevin Lapp
REALTOR®

Office: 403-887-1237
Kevin@LappRealty.ca
LappRealty.ca



Tax Full

Tax Year 2023 - Tax Amount \$59,158.00

Linc #: 0031320997	Address: 19 Mckenzie Drive, Rural Red Deer County	Tax Amount: \$59,158.00
Meridian: 4	County: 0263	Tax Year: 2023
Range: 27	Subdv:	Tax Assessment: \$3,652,380
Township: 37	Assess Code:	Tax Roll #: 688001046
Section: 20	Unit Factor:	Plan #: 0020557
Quarter: NE		Tax Block: 1
Legal Desc:		Lot/Unit#: 6

LAND & BUILDING INFORMATION

Lot Area:	Lot Frontage:	Bldg Area:
Lot Units:	Lot Depth:	Bldg Units:
Zoning: C-2		Year Built:

CONDO INFORMATION

Reg Size:	Reg Size Inc:	Reg Size Units: M
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Kevin Lapp | Office Ph: 403-262-7653 | kevin@lapprealty.ca | eXp Realty

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**Phase 1
Environmental 2023**

Geotechnical, Environmental and Materials Engineering

Red Deer · Sherwood Park · Grande Prairie · Calgary · Fort McMurray
Peace River · Lethbridge · Fort St. John · Estevan · Regina · Yorkton

PHASE 1 ENVIRONMENTAL SITE ASSESSMENT

LOT 6, BLOCK 1, PLAN 0020557
RED DEER COUNTY, ALBERTA

PREPARED FOR
12990814 CANADA LTD.
SALMON ARM, BRITISH COLUMBIA

PREPARED BY
PARKLANDGEO LTD.
RED DEER, ALBERTA



PROJECT NO.: RD8356
DATE: AUGUST 25, 2023
REVISION: 0

EXECUTIVE SUMMARY

12990814 Canada Ltd. commissioned ParklandGEO Ltd. (ParklandGEO) to conduct a Phase 1 Environmental Site Assessment (ESA) on the Lot 6, Block 1, Plan 0020557 located in Red Deer County, Alberta (The Property). The Phase 1 ESA was required prior to the sale of the Property. Based on the available information gathered during the Phase 1 ESA, the following conclusions have been made:

- The Property was 9.61 acres of undeveloped graded land in the McKenzie Industrial Park, covered with intermittent vegetation and soil stockpile along the eastern boundary. Red Deer County had a Right-of-Way in the northwest portion of the Property for the Liberty Sanitary Lift Station. Utility stubs, electrical lines and telecommunication lines were located along the south and west boundaries of the Property. Historical aerials identified a low-lying area on the central south portion of the Property extending south under adjacent sites within the industrial park.
- Relevant municipal, provincial and federal government agencies were contacted to obtain environmental records for the Property, including Alberta Safety Codes Authority, Alberta Energy Regulator, Alberta Environment and Parks, Government of Alberta and the City of Red Deer. The contacted agencies reported no environmental concerns with the Property.
- McKenzie Drive was located immediately west of the Property and McKenzie Crescent was located to the south. Highway 2 was located to the east as followed by Slack Slough. Commercial and industrial development was located to the south of the Property. There were no environmental concerns observed or reported in the surrounding area within 300 m of the Property. Based on the age of construction and land use, the adjacent sites are expected to pose a low potential environmental risk.
- The following potential environmental issues were not found to be of concern on the Property: air emissions or air quality, asbestos containing materials, chemical using activity, chemical storage, drains and sumps, fill and stockpiles, freons and halons, hazardous materials use/storage, heating and cooling systems, landfills and dumps, liquid effluent and site runoff, mechanical equipment, mercury, methane, oil and gas facilities, pesticides and herbicides, pits and lagoons, polychlorinated biphenyls, radioactive materials and equipment, radon, solid wastes and sewage disposal, stains or spills, unidentified substances, urea formaldehyde foam insulation, underground storage tanks, utilities, roads, parking facilities, watercourses, standing water and wells.

Based on the current and historical site use and the findings of the Phase 1 ESA performed by ParklandGEO, the environmental risk associated with the Property is considered to be low. It is expected that organic material surrounding the low-lying area was removed during the development of the surrounding McKenzie Industrial Park based on aerial images and existing surrounding developments.

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1.0 INTRODUCTION

1.1 PROJECT BACKGROUND

12990814 Canada Ltd. commissioned ParklandGEO Ltd. (ParklandGEO) to conduct a Phase 1 Environmental Site Assessment (ESA) on Lot 6, Block 1, Plan 0020557, located in Red Deer County, Alberta (The Property). The Phase 1 ESA investigation was requested prior to the sale of the Property. The general location of the Property and surrounding areas is depicted on Figures 1 and 2.

1.2 QUALIFICATIONS

The historical searches, site inspection and report preparation were completed by Mr. Spencer Podgurski, ATT, of ParklandGEO. Mr. Podgurski holds a Diploma in Land and Water Resources from Olds College, majoring in Environmental Reclamation and Remediation. Mr. Podgurski has over 7 years of consulting experience, during which time he has completed over 150 Phase 1 ESA investigations.

Mr. Udoka Nwaesei, P.Eng. was the senior report author. Mr. Nwaesei has a B.A.Sc. in Environmental Engineering from the University of Windsor and over 9 years of environmental consulting experience.

Ms. Monica Gaudet Smith, P.Eng. was the senior report reviewer. Ms. Gaudet Smith has a B.Sc. in Civil Engineering from the University of New Brunswick and over 10 years of consulting experience, during which time she has completed numerous Phase 1 ESAs.

2.0 SITE ASSESSMENT PROCESS

2.1 OBJECTIVES AND SCOPE OF WORK

The primary objectives of this Phase 1 ESA were to identify environmental issues associated with the Property and to determine whether any issues identified during the assessment require an intrusive site investigation and, if so, the nature of such work. The scope of work for this assessment was outlined in Proposal No. PRO230966 dated July 28, 2023, and included:

- Conducting a historical review of the Property and surrounding properties;
- Interviewing and/or contacting local, municipal agencies and other parties familiar with the Property;
- Conducting a site inspection of the Property to identify potential environmental concerns; and
- Preparing a report summarizing the methodology and findings of this study.

Authorization to proceed with this investigation was given by Alex Lambert, of 12990814 Canada Ltd., via a signed consulting services agreement on August 3, 2023.

2.2 METHODOLOGY

The scope of work was conducted in accordance with ParklandGEO's standard environmental site assessment procedures which reflect CSA requirements¹ and guidelines outlined by Alberta Environment and Parks (Alberta Environment)². Available historical information regarding the Property was reviewed to determine present and past land use and incidents or operations which could be associated with environmental concerns on the Property. Individual tasks included:

- Reviewing time lapse aerial photography of the Property and surrounding region to record land use, development and historical site occupancy;
- Obtaining current and historical land titles from Alberta Registries to determine past site owners and review registered rights-of-way attached to the Property;
- Searching the Alberta Environment and Protected Areas (AEPA) Site Assessment Repository (ESAR), an online database of environmental assessment reports and reclamation certificates;
- Contacting AEPA (FOIP Division) to obtain information on spills or releases on local roads/highways/railways etc. and to obtain scientific/technical information routinely available or available through the Freedom of Information Act for the owners and Property;
- Contacting Red Deer County to obtain information on historical land-use (landfills, waste sites, nuisance grounds, waste discharges), bylaw investigations, tickets, prosecutions, emergency responses, reports of any other environmental issues and current zoning information, environmental nuisance or any other environmental related events;
- Contacting the Alberta Safety Codes Authority (ASCA) to determine if any historical or current underground storage tanks are located on or in the vicinity of the Property;
- Contacting Abacus Datagraphics for Alberta Energy Regulator (AER) - formerly the Energy Resource Conservation Board (ERCB) regarding information on oil and gas facilities, spills and releases, or any environmental occurrences related to the Property and adjacent areas;
- Contacting the Government of Alberta for information about enforcement actions against owners, current and past Property occupants, along with neighboring occupants;

¹ *Phase 1 Environmental Site Assessment (CSA Z768-01, R2016)*. Canadian Standards Association (CSA). 2022. Ottawa, Canada.

² *Alberta Environmental Site Assessment Standard*. Alberta Environment. March 2016. Edmonton, Alberta.

- Conducting a search of the AEP Provincial Groundwater Well Database for groundwater wells in the vicinity of the Property;
- Contacting the current property owners and tenants for historical and current information;
- Reviewing owner and operator company records and any previous environmental and/or geotechnical assessments conducted on the Property;
- Conducting an inspection of the Property and adjacent properties noting any environmental concerns; and
- Preparing a report summarizing the findings and making recommendations regarding the Property.

3.0 PROPERTY DESCRIPTION

3.1 LOCATION, SITE OCCUPANCY AND DEVELOPMENT DETAILS

Table 3.1.1: Location and Development Details

Legal Description:	NE 20-37-27 W4M
Current Owner:	12990814 Canada Ltd.
Current Land Use:	Undeveloped Bare Land
Water Supply:	Undeveloped
Sewer Service:	Undeveloped
Current Zoning:	General Commercial District (C-2)
Property Size:	9.61 Acres

3.2 PHYSICAL DESCRIPTION

The Property was located in Red Deer County, west of Highway 2 and south of McKenzie Trail and accessed from McKenzie Drive. The Property was graded and undeveloped at the time of the inspection with drainage channels on the north, south and west sides and soil stockpile near the east boundary, followed by the drainage channel (Figure 3).

Land to the north, south and west was either developed commercial sites or graded undeveloped land. The Property in relation to surrounding sites is shown on Figure 2.

3.3 TOPOGRAPHY AND DRAINAGE

The Property was overall level; however, the east portion of the Property was approximately 1.0 m higher in elevation than the west half. A soil stockpile was located near the east Property boundary and extended north to south, parallel to the Highway 2 merge ramp. Most of the Property was vegetated, however, there were isolated barren spots scattered throughout. Drainage was expected to occur via infiltration or to the drainage channels surrounding the Property, and eventually to the pond located approximately 80 m north of the Property, adjacent to Leons.

The drainage channel and pond adjacent to Leons was relocated and reconstructed between 2002 and 2005. A 1997 aerial photograph showed the south-central portion of the Property was the northern tip of the waterbody with a channel extending through the Property until it was eventually infilled and graded.

3.4 REGIONAL GEOLOGY AND GROUNDWATER

A search of groundwater wells was conducted in the AEP Groundwater Information System. The search indicated that there were no water wells registered to the NE 20-037-27 W4M and the closest registered water well was located within the NW 20-037-27 W4M, approximately 480 m west of the Property, as summarized in the table below:

Table 3.4.1: Summary of Groundwater Wells

Well ID	Well Owner	Location	Date Completed	Depth (m)	Static Water Level (m)	Use
157777	Seventh Day Adventist Church	NW 20-037-27 W4M	1981/04/19	50.29	16.46	Domestic

There were no domestic water wells registered on the quarter section and most wells were registered to the center of their respective quarter section and exact locations were unknown. The static water level was 16.46 meters below grade (mbg), with shale and sandstone encountered at 32.0 mbg. Groundwater conditions will fluctuate or perch on a seasonal basis and will be highest after periods of heavy, prolonged precipitation or snow melt.

4.0 HISTORICAL REVIEW

4.1 PREVIOUS ASSESSMENTS ON THE PROPERTY

A search was conducted with ParklandGEO and AEP's Environmental Site Assessment Repository (ESAR). There were no records registered for the Property.

4.2 PREVIOUS ASSESSMENTS ON SURROUNDING LANDS

A search was conducted with ParklandGEO and AEP's Environmental Site Assessment Repository (ESAR). There were no records registered for the surrounding area within 300 m.

4.3 HISTORICAL OWNERSHIP AND TENANCY

A review of the current and historical ownership records for the Property is summarized below.

Table 4.3.1: Summary of Historical Ownership Records

Location	From (dd/mm/yyyy)	To (dd/mm/yyyy)	Title #	Owner
Lot 6, Block 1, Plan 0020557	25/10/2010	Current	102 375 873	12990814 Canada Ltd.
	12/10/2005	25/10/2010	052 443 879 +3	1509241 Alberta Ltd.
	23/02/2000	12/10/2005	002 047 604 +1	Ventana Properties Ltd.
NE 20-37-27 W4M	13/10/1998	23/02/2000	982 313 679	DC Commercial Corporation
	13/10/1998	13/10/1998	982 313 652	McLeod Tank Rentals
	18/12/1996	13/10/1998	962 350 179 +4	Gordon T. McLeod
	29/04/1974	18/12/1996	80 V 373	

The Property has been owned by 12990814 Canada Ltd. since 2010. Prior to the 12990814 Canada Ltd. ownership, the Property was transferred between a series of corporations and commercial owners dating back to 1998, when it was sold by Gordon T. McLeod, who owned the Property since 1974. The environmental risk to the Property from the current and historical owners is considered to be low based on the undeveloped nature of the land use shown during the aerial review.

4.4 HISTORICAL AIR PHOTO REVIEW

Aerial photographs were obtained from AEPA and Google Earth and were reviewed for the years 1950, 1962, 1969, 1975, 1981, 1988, 1993, 1997, 2002, 2007, 2014, 2017 and 2023. The aerial photographs are included as Figures 4 to 16.

Table 4.4.1: Aerial Photograph Review

Aerial Photograph	Description
Year 1950 Roll AS154 Photo # 90	<ul style="list-style-type: none"> The Property and surrounding area were primarily undeveloped agricultural land. The south-central portion of the Property appeared to be a low-lying wetland area. Township Road 374 was located north of the Property. Highway 2 was located to the east of the Property. Range Road 274A was developed to the west of the Property. Development was present in the northwest corner of the section, southeast of the Township Road 374 and Range Road 274A intersection. The northeast portion of the section was stripped and graded.
Year 1962 Roll AS825 Photo # 42	<ul style="list-style-type: none"> The Property and surrounding land use remained relatively unchanged and the low-lying wetland on the Property appeared to be seasonally dry. Highway 2 was realigned and expanded. Development on the northwest portion of the section expanded. Residential developments north of Township Road 374 were constructed.

Aerial Photograph	Description
Year 1969 Roll AS167 Photo # 103	<ul style="list-style-type: none"> The Property and surrounding land use remained relatively unchanged. Water appeared to be present in the northeast corner of the section and to the north of Township Road 374.
Year 1975 Line AS1559 Photo # 262	<ul style="list-style-type: none"> The Property and surrounding land use remained relatively unchanged.
Year 1981 Line AS2396 Photo # 8	<ul style="list-style-type: none"> The Property and surrounding land use remained relatively unchanged. Commercial development to the west of Range Road 274A was visible.
Year 1988 Line AS3685 Photo # 322	<ul style="list-style-type: none"> The Property and surrounding land use remained relatively unchanged.
Year 1993 Line AS4472 Photo # 43	<ul style="list-style-type: none"> The Property and surrounding land use remained relatively unchanged. Additional development north of Township Road 374 was visible.
Year 1997 Line AS4755 Photo # 230	<ul style="list-style-type: none"> The Property and surrounding land use remained relatively unchanged. A drainage channel was constructed through the Property from the north edge of the low-lying area and was oriented north to south. Highway 2 was realigned, and merge ramps were constructed.
Year 2002 Line AS5232B Photo # 290	<ul style="list-style-type: none"> Earthworks construction was visible on the eastern portion of the Property. Commercial development was constructed north of the Property. Development in the northwest portion of the section expanded to the south.
Year 2007 Line AS5400B Photo # 100	<ul style="list-style-type: none"> The drainage channel through the Property was realigned to the east boundary. McKenzie Drive was constructed to the west and McKenzie Crescent was located immediately south. Commercial and industrial developments were constructed south and southwest of the Property, respectively.
Year 2014 Photograph obtained from Google Earth, Dated 2014.	<ul style="list-style-type: none"> The Property and immediate surrounding area remained relatively unchanged. Development south of the Property within the McKenzie Industrial Park expanded.
Year 2017 Photograph obtained from Google Earth, Dated 2017.	<ul style="list-style-type: none"> The Property and immediate surrounding area remained relatively unchanged. Development south of the Property within the McKenzie Industrial Park expanded.
Year 2023 Photograph obtained from Google Earth, Dated 2023.	<ul style="list-style-type: none"> The Property and immediate surrounding area remained relatively unchanged. Development west and southwest of the Property continued.

5.0 CORRESPONDANCE

5.1 SUMMARY OF INTERVIEWS – PROPERTY

Table 5.1.1: Summary of Interviews

Interviewee	Comments
Mr. Alex Lambert 12990814 Canada Ltd.	<ul style="list-style-type: none">• 12990814 Canada Ltd. has owned the Property since October 2010.• Mr Lambert was involved with the development of the surrounding sites including Bluebird Storage, Mudder’s Truck Wash, Leons and the subsequent utility and service installations.• Topsoil was stripped and had been stockpiled on the east side of the Property.• There were no historical developments on the Property and the historical land use was reported to be agricultural.• Mr. Lambert reported no environmental issues with the Property.• Mr Lambert reported no issues with the adjacent development or tenants.

5.2 REGULATORY SEARCHES

Correspondence with Federal, Provincial and Municipal regulatory agencies is presented in Appendix B and is summarized below.

5.2.1 Federal

The online National Pollutant Release Inventory (NRPI), compiled and maintained by Environment Canada, was searched for significant releases for the Property and adjacent properties. The database is current to the 2020 reporting year. There were no records reported for the Property or surrounding 300 m.

5.2.2 Provincial

5.2.2.1 FOIP and RD

An inquiry was made to the AEP FOIP Records and Corporate Support (FRCS) Branch for routinely available scientific/technical information for current or historical tenants of the Property. The AEP Routine Disclosure and Freedom of Information and Protection of Privacy Act Request results indicated that there were no records on file pertaining to the Property or adjacent sites.

5.2.2.2 ESAR

The online ESAR website, compiled and maintained by AEP, was searched for routinely available scientific/technical information for the Property and adjacent sites. The search indicated there were no records for the Property or the surrounding area within 300 m.

5.2.2.3 ESAR Reclamation Certificates

The ESAR wellsite database was searched for records of wellsite reclamation certificates applied for or issued to the Property or nearby sites. The search indicated there were no records for the Property or for the surrounding 300 m.

5.2.2.4 AER

Information from the AER was obtained through the Abacus Datagraphics website to determine if there have been any upstream gas or oil wells, pipelines or licensed facilities, spills or releases on the Property or adjacent sites. The search results did not identify any records for the Property or the surrounding 300 m.

The Abacus Datagraphics website was also searched to determine if any spills or complaints were registered on the Property or nearby area. The search indicated that there were no incidents, complaints or spills registered to the Property or the surrounding 300 m.

5.2.2.5 Historical Environmental Enforcement Search

Alberta Environment was contacted regarding the current landowner and previous landowners, identified in Table 4.3.1. There were no records on file for any party.

5.2.2.6 EPEA

A search was conducted of AEP approvals, licenses, registrations and permits issued under the Water Act and Environmental Protection and Enhancement (EPEA) Act for the Property. There were no registered listings for the Property, however 14 results were registered for the NW 20-037-27 W4M for wastewater systems, commercial subdivisions, and chemical works in water systems for Red Deer County under provisions of the EPEA Act.

5.2.2.7 ASCA

An inquiry was made to the Alberta Safety Codes Authority (ASCA) to determine if any petroleum storage tanks are presently or have historically been located on the Property. Non-petroleum tanks are not registered with the ASCA. The results reported no records for the Property.

5.2.2.8 Groundwater Wells

A search of groundwater wells was conducted in the AEP Water Well Information Database. The search indicated that there were no wells located on the Property, as summarized in Section 3.4.

5.2.2.9 AER Coal Mine Map

The AER's online coal mine map viewer was searched to determine if there had been any coal mines located on or near the Property. No records were held for the Property or for the surrounding 300 m.

5.2.3 Municipal

A search was conducted through the Red Deer County for records on the Property. Ms. Jennifer Wright, Information Technician, reported the following:

- There were no records of any landfills, spills, or records of events considered environmentally significant on the Property.
- Since January 1, 2016, there have been no safety code permit applications. Records from 2015 and earlier were held by the Alberta Municipal Affairs.
- Red Deer County Protective Services had no records for the Property.
- Red Deer County Emergency Services (firepro) records searched back to 2003, had no records for the Property.
- There were no issues, incidents, inspections or investigations found for the Property.

Ms. Denise Bedford, Senior Development Officer, reported the following:

- The parcel was identified within the City of Red Deer / Red Deer County's Intermunicipal Development Plan.
- The Property was identified within the Gasoline Alley West Major Area Structure Plan.
- The east portion of the Property was identified to be within the Slack Slough Environmentally Significant Area.
- There were no development permits issued on the Property and a public utility Right of Way was registered to Red Deer County in the northwest corner of the lot.

6.0 SITE INSPECTION RESULTS

A visual inspection of the Property was conducted on August 8, 2023, by Mr. Spencer Podgurski, ATT, of ParklandGEO to assess environmental concerns. Site photographs are included in Appendix A.

6.1 SITE INSPECTION

The Property was accessed from McKenzie Drive to the west and near the Liberty Sanitary Lift Station. The Property was undeveloped graded land that was vegetated with weeds and grass and periodic bare spots during the inspection. The eastern portion of the lot was approximately 1.0 m higher in elevation than the remainder and a soil stockpile was located near the east boundary of the Property. A drainage channel bordered the Property on all four sides and extended north to a pond located east of Leons. A pile of concrete rubble was observed in the southwest corner of the Property.

Utility rough-ins to the Property boundary were located in the south-central portion near McKenzie Crescent and Blue Bird Storage. Utilities in the area include low pressure natural gas, electrical transformers, Telus pedestals, water vales and fire hydrants. In the northwestern portion of the Property was the Red Deer County Liberty Sanitary Lift Station, electrical transformers and a parked track hoe and skid steer.

6.2 ADJACENT LAND USE

The Property was surrounded by the following sites at the time of the assessment:

Table 6.2.1: Summary of Adjacent Land Use

Direction From Property	Current Property Tenant/owner	Potential Environmental Risk
North	Drainage Channel, Leons Furniture, Wetland, McKenzie Trail	Low
East	Drainage Channel, Highway 2, Slack Slough	
South	Drainage Channel, McKenzie Crescent, Blue Bird Storage Lockers, Mudders Wash, S&M Diesel	
West	Drainage Channel, McKenzie Drive, Multi-unit Commercial Units, Vacant undeveloped land	

Highway 2 was located east of the Property and McKenzie Drive was located immediately west. Single occupancy commercial sites were located to the north and south while multi-unit commercial development was located to the west. Excluding Leons, development of the adjacent sites began around 2005. The closest retail gas station was an ESSO service station located on the west side of Gasoline Alley, approximately 670 m northeast of the Property.

7.0 ENVIRONMENTAL ISSUES

Information regarding significant environmental issues is summarized below.

7.1 AIR EMISSIONS OR AIR QUALITY

There were no licensed or approved air emissions or processes on the Property. Air emissions or quality concerns were not observed or expected as the Property was not currently or historically developed.

7.2 ASBESTOS CONTAINING MATERIALS (ACMS)

Asbestos containing materials (ACMs), such as, but not limited to piping insulation, floor tiles or ceiling tiles, have not been used in building construction in Canada since the early 1980's. The presence of ACMs can only be verified through sampling and lab analysis of suspected building materials. If ACMs are present, an asbestos management or abatement plan must be developed to protect the health of persons working at the Site. However, undisturbed ACMs pose little risk to human health. Asbestos must be inhaled to cause disease. Intact and undisturbed asbestos presents no direct health hazard. ACMs were not observed or expected as the Property was not currently or historically developed.

7.3 CHEMICAL USING ACTIVITY AND CHEMICAL STORAGE

No bulk quantities of chemicals were observed or reported on the Property.

7.4 DRAINS AND SUMPS

No drains or groundwater sumps were present on the Property at the time of the inspection.

7.5 FILL AND STOCKPILES

It is expected that fill was used to infill the low-lying wetland area and drainage channel on the Property. A soil stockpile visible on the east portion of the Property. A pile of concrete rubble was also observed on the Property.

7.6 HAZARDOUS MATERIALS USE AND STORAGE

No hazardous materials were observed or reported on the Property, and none were expected based on current and historical land use.

7.7 HAZARDOUS WASTES

No hazardous wastes were observed or reported on the Property.

7.8 HEATING AND COOLING SYSTEMS

No heating or cooling systems were observed on the Property at the time of the assessment.

7.9 LANDFILLS AND DUMPS

No evidence of former or current landfills were noted within 300 m of the Property during the site inspection, searches or aerial photograph review.

7.10 LEAD

Lead is a bluish-grey metal that is naturally present in the earth's crust and is used in the manufacture of many consumer and industrial products. Today, the manufacture of lead-acid storage batteries is the single largest use of lead, which account for about 75% of world lead usage. Lead was often used as a pigment in paint as it made the paint dry faster, last longer, and gave colours a more vibrant look. Pre-1950's paint could contain up to 50% lead by weight, with the amount of lead in paint decreasing starting in the 1950's.

Lead has been historically used in various construction materials including paint, pipe fittings, cast iron joint seals, waste and vent pipes, soldered joints of copper water lines, roof flashings and automotive batteries. The most common way that workers can be exposed to lead at the work site are when activities are done that produce airborne lead dust, fumes or vapour.

Lead content in paints is regulated at the federal level in Canada. Lead levels in paint were limited to 0.50% by weight (or 5,000 ppm) by Canadian federal legislation in 1976 and was reduced to 0.06% (600 ppm) in 2005. In June 2009, the Canada Consumer Product Safety Act (CCPSA) was passed and in the Surface Coating Materials Regulations (SCMR) made under the CCPSA, the concentration of total lead in a surface coating material could not exceed 90 mg/kg (90 ppm or 0.009%) when tested in an accredited laboratory. Some limited exceptions were allowed for anticorrosive or anti-weathering products.

Lead-containing materials were not observed during the inspection or expected to have historically been present.

7.11 LIQUID EFFLUENTS AND SITE RUNOFF

There were no liquid discharges or site runoff generated from the Property during the inspection. Site runoff would be expected to occur via infiltration or overland to the drainage channels off the Property.

7.12 MECHANICAL EQUIPMENT

No permanent mechanical equipment was present on the Property; however, a skid steer and track hoe were parked near the site entrance during the inspection.

7.13 MERCURY

No mercury containing materials were observed during the inspection.

7.14 METHANE

Methane gas is produced when organic matter decays in an oxygen-deficient environment, such as wetland areas, landfills or nuisance grounds. Methane is of concern as it is highly explosive in confined spaces. Methane can enter a building through cracks in the foundation or sumps. The Property had been historically seeded to crop based on the historical aerial photo review and appeared to be removed during the inspection. The Property historically had a low-lying wetland area on the south-central portion of the Property that contained water year-round, with a drainage channel extending north. Details regarding the backfill were not available and it is expected that all the organic material was removed prior to grading.

The Property was not developed, and no evidence of historical landfills or dumps was found; therefore, concentrations of methane gas from anthropogenic sources are not considered to be a concern.

7.15 OIL AND GAS FACILITIES

There were no upstream oil and gas facilities located on or immediately surrounding the Property.

7.16 OZONE DEPLETING SUBSTANCES

Canada signed the Montreal Protocol of Substances that Deplete the Ozone Layer (Montreal Protocol) in 1987. As per the protocol, parties have been phasing out the production and consumption of a wide range of Ozone Depleting Substances (ODSs) including chlorofluorocarbons (CFCs) and hydrochlorofluorocarbons (HCFCs) which has resulted in an increase of use of alternative substances including hydrofluorocarbons (HFCs) and perfluorocarbons (PFCs) which are known greenhouse gases.

The Ozone-Depleting Substances and Halocarbon Alternatives Regulations (SOR/2016-137; February 24, 2021; Government of Canada) set out rules concerning ODSs, products that contain ODS and halocarbon alternatives.

As per the Environmental Code of Practice for the Elimination of Fluorocarbon Emissions from Refrigeration and Air Conditioning Systems (Environment Canada; 2015) refrigerants used today are generally classified into the following three groups:

1. Halocarbons, including CFCs, HCFCs, HFCs, saturated HFCs which are commonly known hydrofluoro-olefin (HFO) and hydrofluoro-ether (HFE);
2. Hydrocarbons, such as propane, isobutane, isopentane and propylene; and
3. Inorganic compounds, such as water, air, carbon dioxide and ammonia.

Although production and importation of ODSs are largely controlled and phased out, they continue to be found in systems such as commercial building chillers, domestic appliances and mobile air conditioning systems. The phase out of CFCs began in 1987 and CFCs were prohibited from manufacture, import and export by 1996. CFCs may still be found in systems used today such as feedstock, analytical standards or for essential uses.

Parties of the Montreal Protocol agreed to accelerate the phase out of HCFCs in 2007. As of January 1, 2020, only the manufacture of HCFC-123 was to be used or sold as a refrigerant to allow continued servicing of existing refrigerators, air-conditioning equipment and fire extinguishing products. By January 1, 2030 manufacture of all HCFCs will be prohibited, except where a permit has been issued as per the Regulations. HCFCs can continue to be used as a refrigerant or fire-extinguishing agent before the prohibition date.

The Copenhagen Amendment to the Montreal Protocol on Substances that Deplete the Ozone Layer resulted in the cessation of Halon production as of December 31, 1993. No sources of ozone depleting substances were observed on the Property. No sources of halons, which are an ODS that were historically used in some types of fire extinguishers, particularly aircraft fire extinguishers, were observed on the Property.

7.17 PESTICIDES AND HERBICIDES

No pesticide and herbicide storage or usage was evident on the Property.

7.18 PITS AND LAGOONS

There were no pits or lagoons located on the Property at the time of this assessment.

7.19 POLYCHLORINATED BIPHENYLS (PCBS)

No sources for PCBs were observed on the Property. Transformers were located on the south central and northwest portion of the Property; however, are expected to be PCB free based on the age of development for the industrial park.

7.20 RADIOACTIVE MATERIALS AND EQUIPMENT

Radioactive material and equipment were not present or expected to be present on the Property.

7.21 RADON

Historically, large portions of Canada were not considered to have a significant risk of radon exposure, however in June 2007, Health Canada decided to lower the action level for radon from 800 Bq/m³ to 200 Bq/m³ based on international standards and newer scientific research. This is reflected in changes to the National Building Code and the associated Alberta Building Code (2014). Radon is a gas formed by the breakdown of uranium, a natural radioactive material found in all soil and rock. Long-term exposure to radon is the 2nd leading cause of lung cancer after smoking. Health Canada found that: approximately 7% of homes have high levels of radon; radon levels vary significantly across the country; and that there are no areas of the country that are 'radon free', but there are areas of the country where high levels of indoor radon are more prevalent.

For most of the year, the air pressure inside a building is lower than the pressure in the soil surrounding the foundation. This difference in pressure draws air and other gases contained in the soil, including radon, into the interior. Gas containing radon can enter a building through any opening where the foundation, basement or floor slab contacts the soil. These openings will be present even in newer, well-built structures. Potential entry routes for radon include cracked foundations or slabs, areas with exposed soil or rocks, openings for utility lines or the gap between the floor slab and wall, sumps, etc.

Materials used to construct a building - stone, bricks, cement/concrete, or granite, for example - are not a significant source of radon. Natural materials taken from the ground, like granite or concrete aggregate, can contain some uranium and may have higher levels of radiation or radon, but in the vast majority of cases these levels are not significant.

Workplace exposure to radon is addressed by guidelines for naturally occurring radioactive materials (NORM). Details are given in the Canadian Guidelines for Management of Naturally Occurring Radioactive Materials (Prepared by the Canadian NORM Working Group of the Federal Provincial Territorial Radiation Protection Committee. Revised 2011).

Incidentally Exposed Workers are employees whose regular duties do not include exposure to NORM sources of radiation. They are considered as members of the public who work in an

occupational exposure environment and, as such, the annual effective dose limit for these workers is 1 mSv. The sievert (Sv) is the unit of Effective Dose of radiation, and accounts for the total effect of different types of radiation on different parts of the body.

Radon released from soil beneath a building gives rise to an average indoor background concentration of about 45 Bq/m³, but much higher values are possible in some areas. This concentration is variable with time; therefore, long-term assessment measurements are recommended. As radon concentration can vary considerably, Health Canada is recommending that all workplaces be assessed for potential elevated levels. The derived working limit (DWL) for radon is 200 Bq/m³. Where the annual average concentration of radon gas is expected to be above 200 Bq/m³, measurements should be made to estimate the average annual radon gas concentration.

The Property was not developed, and it is assumed that the design and construction will follow the requirements of the National Building Code which would limit the potential radon exposure. Upon construction a long-term test to measure the interior radon concentration is recommended as part of a standard health and safety program, as per Health Canada's recommendation.

7.22 SOLID WASTES AND SEWAGE DISPOSAL

No solid waste or sewage would be generated from the Property as it was currently and historically undeveloped.

7.23 STAINS

No surficial stains were observed or reported on the Property and not expected based on the current and historical land use.

7.24 UNDERGROUND (USTS) AND ABOVEGROUND STORAGE TANKS (ASTS)

There were no observed ASTs or USTs on the Property and the search results from the ASCA did not report any records on the Property.

7.25 UNIDENTIFIED SUBSTANCES

No unidentified substances were observed on the Property during the inspection.

7.26 UREA FORMALDEHYDE FOAM INSULATION (UFFI)

There were no sources of urea formaldehyde foam insulation observed on the Property.

7.27 UTILITIES, ROADS, PARKING FACILITIES AND RIGHT-OF-WAYS

Utilities appeared to be installed to the Property boundary during the inspection and it is not expected that the Property was historically served. Low pressure natural gas lines were located near the south and west boundary of the Property. McKenzie Crescent was located to the south and McKenzie Drive was located to the west of the Property. There were no designated parking facilities located on the Property. Multiple drainage right-of-way, utility right-of-way and public utility lots were located on the south and west sides of the Property.

Table 7.27.1: Summary of Registrations on the Property

Location	Caveator	Date (dd/mm/yyyy)	Registration #
Lot 6, Block 1, Plan 0020557	Red Deer County	23/02/2000	002 047 606
Plan 052 5415	Red Deer County	12/10/2005	052 443 881
Plan 062 2979	Fortis Alberta Inc.	08/08/2006	062 346 105
Plan 062 6411	Red Deer County	17/10/2006	062 469 780
Plan 062 3906	Fortis Alberta Inc.	17/10/2006	062 577 310
Lot 6, Block 1, Plan 0020557	1209110 Alberta Ltd.	02/11/2022	222 252 484

7.28 VEGETATION

Minor vegetation was located across the Property including grass and weeds. Periodic barren patches were observed, as show on Figure 3.

7.29 WATERCOURSES, DITCHES AND STANDING WATER

No flowing watercourses were located on the Property. Drainage channels were located along the perimeter of the Property and drained north to a pond.

7.30 WELLS

No domestic use water wells were registered to the quarter section and the closest well was located approximately 480 m west of the Property.

8.0 CONCLUSIONS AND RECOMMENDATIONS

Based on the available information gathered during the Phase 1 ESA, the following conclusions have been made:

- The Property was 9.61 acres of undeveloped graded land, covered with intermittent vegetation and a single soil stockpile along the eastern boundary. Red Deer County had a Right-of-Way in the northwest portion of the Property for the Liberty Sanitary Lift Station. Utility stubs, electrical lines and telecommunication lines were located along the south and west boundaries of the Property. Historical aerials identified a low-lying area on the central south portion of the Property extending south under the current developments.
- Relevant municipal, provincial and federal government agencies were contacted to obtain environmental records for the Property, including Alberta Safety Codes Authority, Alberta Energy Regulator, Alberta Environment and Parks, Government of Alberta and the City of Red Deer. The contacted agencies reported no environmental concerns with the Property.
- McKenzie Drive was located immediately west of the Property and McKenzie Crescent was located to the south. Highway 2 was located to the east as followed by Slack Slough. Commercial and industrial development was located to the south of the Property. There were no environmental concerns observed or reported in the surrounding area within 300 m of the Property. Based on the age of construction and land use, the adjacent sites are expected to pose a low potential environmental risk.
- The following potential environmental issues were not found to be of concern on the Property: air emissions or air quality, asbestos containing materials, chemical using activity, chemical storage, drains and sumps, fill and stockpiles, freons and halons, hazardous materials use/storage, heating and cooling systems, landfills and dumps, liquid effluent and site runoff, mechanical equipment, mercury, methane, oil and gas facilities, pesticides and herbicides, pits and lagoons, polychlorinated biphenyls, radioactive materials and equipment, radon, solid wastes and sewage disposal, stains or spills, unidentified substances, urea formaldehyde foam insulation, underground storage tanks, utilities, roads, parking facilities, watercourses, standing water and wells.

Based on the findings of the Phase 1 ESA performed by ParklandGEO, current and historical site use, the environmental risk associated with the Property is considered to be low. It is expected that organic material surrounding the low-lying area was removed during the regarding the McKenzie Industrial Park based on aerial images and existing surrounding developments.

9.0 LIMITATIONS AND CLOSURE

The American Society for Testing and Materials Standard of Practice notes that no environmental site assessment can wholly eliminate uncertainty regarding the potential for recognized environmental conditions in connection with a property. Performance of a standardized environmental site assessment protocol is intended to reduce, but not eliminate, uncertainty regarding the potential for recognized environmental conditions in connection with the Subject Property, given reasonable limits of time and cost.

This report has been prepared for the exclusive use of **12990814 Canada Ltd.** and their approved agents. Any use which a third party makes of this report, or any reliance on or decisions to be made based on it, are the responsibility of such third parties. PARKLANDGEO LTD. accepts no responsibility for damages, if any, suffered by any third party as a result of decisions made or actions based on this report. No other warranty, expressed or implied, is made.

We trust that this report meets with your current requirements. If there are any questions, please contact the undersigned at 403-343-2428.

Respectfully Submitted,
PARKLANDGEO LTD.



Spencer Podgurski, ATT
Environmental Technologist

Udoka Nwaesei, P.Eng.
Geo-Environmental Engineer

APEGA Permit To Practice P007312

Monica Gaudet Smith, P.Eng.
Geo-Environmental Engineer
Responsible Member/Reviewer

FIGURES

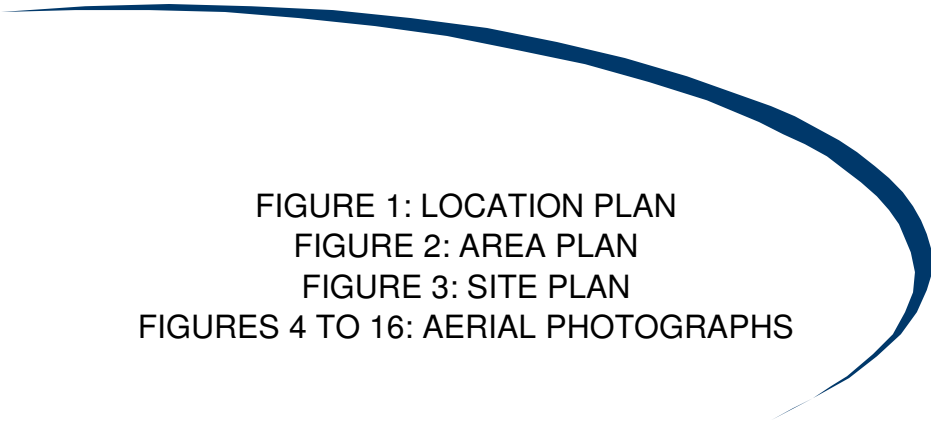
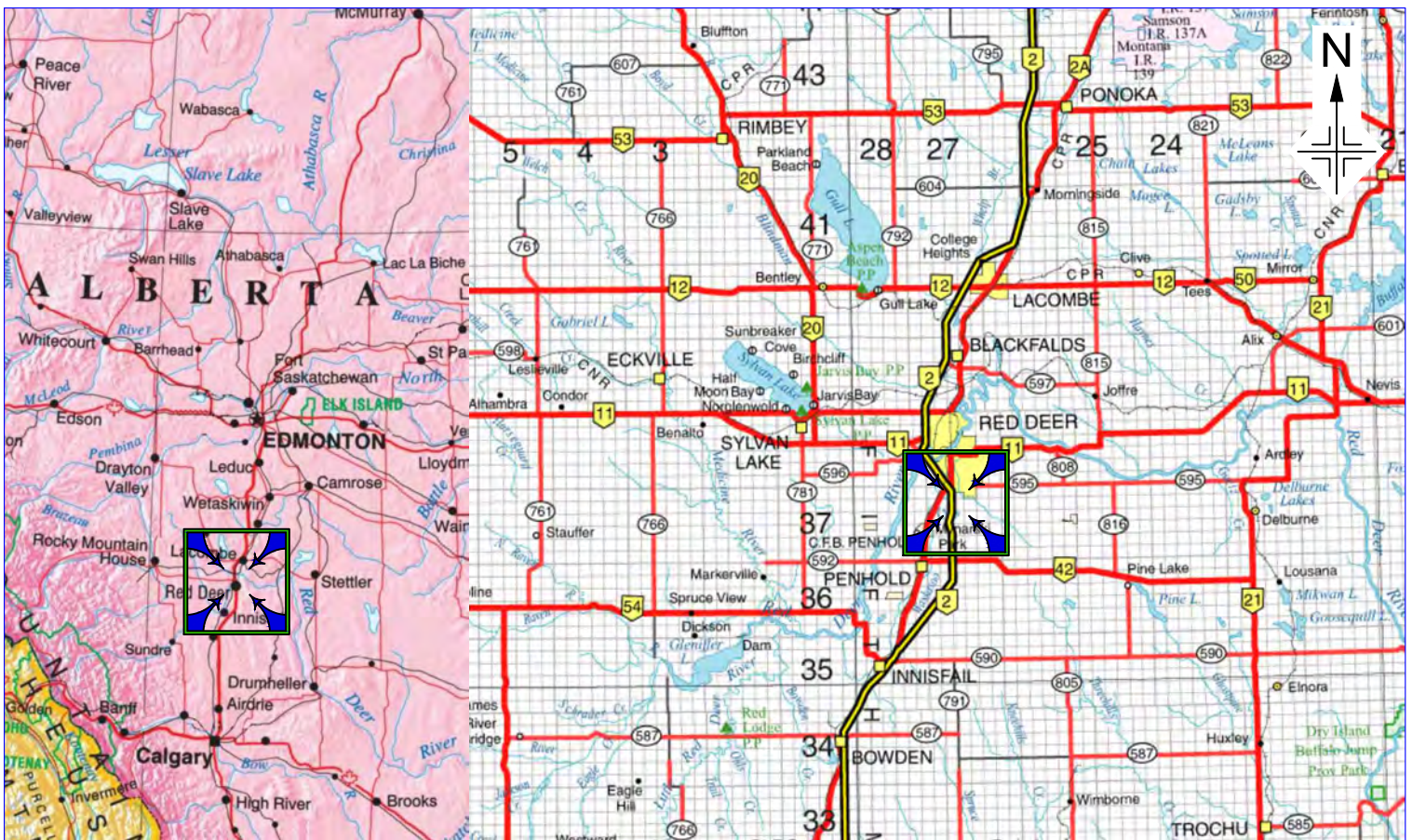


FIGURE 1: LOCATION PLAN
FIGURE 2: AREA PLAN
FIGURE 3: SITE PLAN
FIGURES 4 TO 16: AERIAL PHOTOGRAPHS



NOTES:
 1. AERIAL PHOTOGRAPH OBTAINED FROM GOOGLE EARTH, DATED MAY 2, 2023.

SCALE:
 NTS



CLIENT:
12990814 CANADA LTD.

LOCATION PLAN

PHASE 1 ENVIRONMENTAL SITE ASSESSMENT LOT 6, BLOCK 1, PLAN 002057, RED DEER COUNTY, AB		
DRAWN: MY	CHK'D.: SP	DATE: AUGUST 2023
PROJECT NO. RD8356	REV. NO. 0	FIGURE NO. 1

NOTES:

1. AERIAL PHOTOGRAPH OBTAINED FROM GOOGLE EARTH, DATED MAY 2, 2023.



LEGEND:

P SUBJECT PROPERTY

- (A)** GRUBB ENGINEERING
- (B)** THE SUITES - APARTMENTS
- (C)** VOLKSWAGON
- (D)** LEON'S
- (E)** SPECIAL EVENT RENTALS
- (F)** PURE LIFE CARBON
- (G)** S & M DIESEL
- (H)** MUDDERS WASH
- (I)** BLUEBIRD STORAGE
- (J)** MULTI UNIT COMMERCIAL DEVELOPED
- (K)** BRUSH FLOSS DENTIST, VACANT UNITS COMMERCIAL
- (L)** VACANT COMMERCIAL
- (M)** REM TRANSPORT
- (N)** OIL FIELD STORAGE, LIKE ASPIRE
- (O)** ASPIRE ENERGY RESOURCES
- (P)** SEVEN DAY ADVENTIST CHURCH
- (Q)** OIL FIELD STORAGE

SCALE: 0 50 100 200
SCALE (metres): 1:5000



CLIENT:

12990814 CANADA LTD.

AREA PLAN

PHASE 1 ENVIRONMENTAL SITE ASSESSMENT
LOT 6, BLOCK 1, PLAN 0020557, RED DEER COUNTY, AB

DRAWN: MY	CHKD: SP	DATE: AUGUST 2023
PROJECT NO. RD8356	REV. NO. 0	FIGURE NO. 2

NOTES:

1. AERIAL PHOTOGRAPH OBTAINED FROM GOOGLE EARTH, DATED MAY 2, 2023.

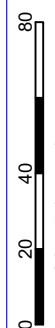
LEGEND:

 SUBJECT PROPERTY

① SANITARY LIFT STATION

② SOIL STOCKPILE



SCALE:  0 20 40 80
SCALE (metres): 1:2000



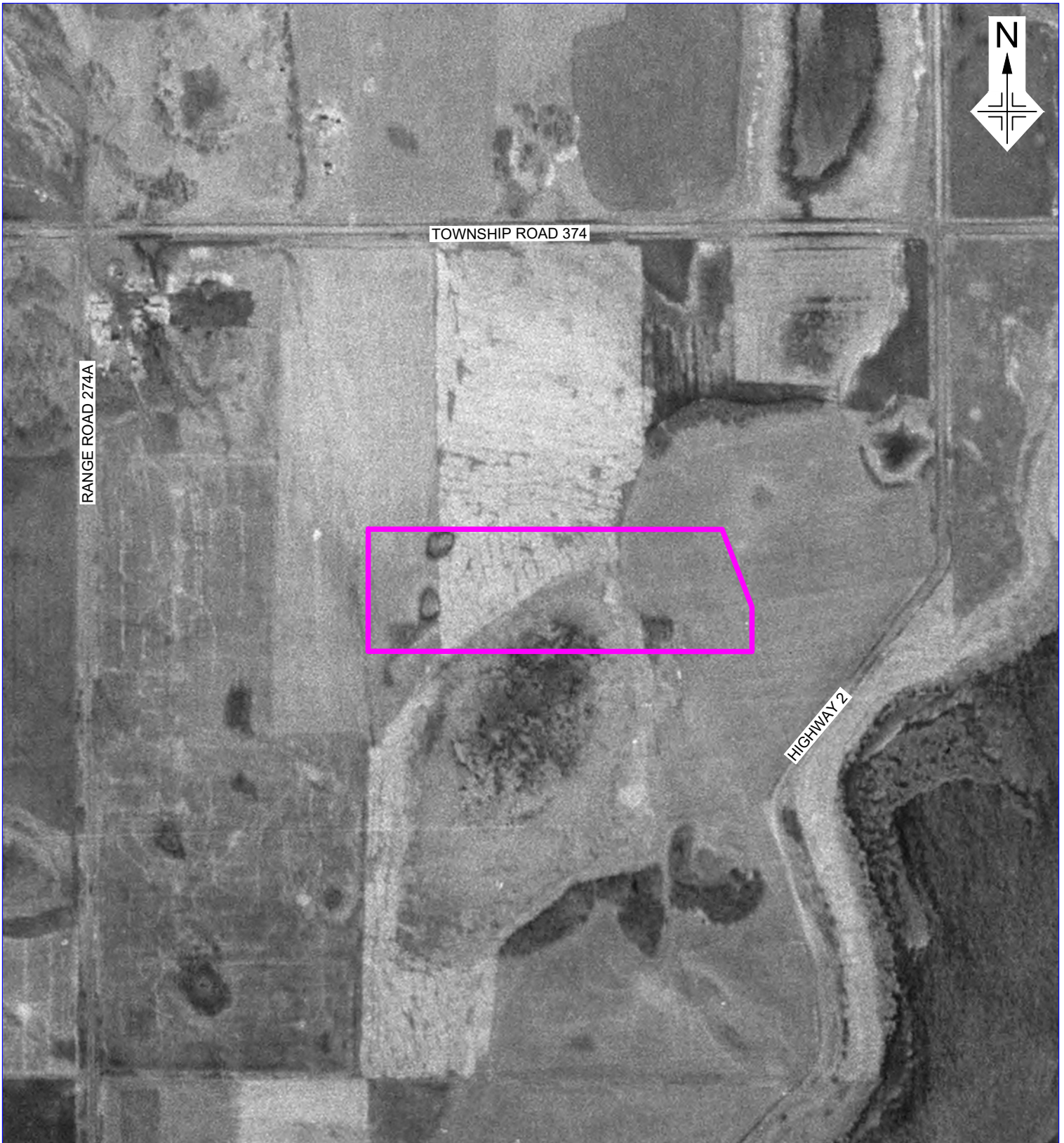
CLIENT:

12990814 CANADA LTD.

SITE PLAN

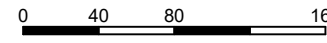
PHASE 1 ENVIRONMENTAL SITE ASSESSMENT
LOT 6, BLOCK 1, PLAN 0020557, RED DEER COUNTY, AB

DRAWN: MY	CHKD: SP	DATE: AUGUST 2023
PROJECT NO. RD8356	REV. NO. 0	FIGURE NO. 3



NOTES:
 1. AERIAL PHOTOGRAPH OBTAINED FROM ALBERTA PROVINCIAL GEOSPATIAL CENTRE, DATED APRIL 30, 1950.

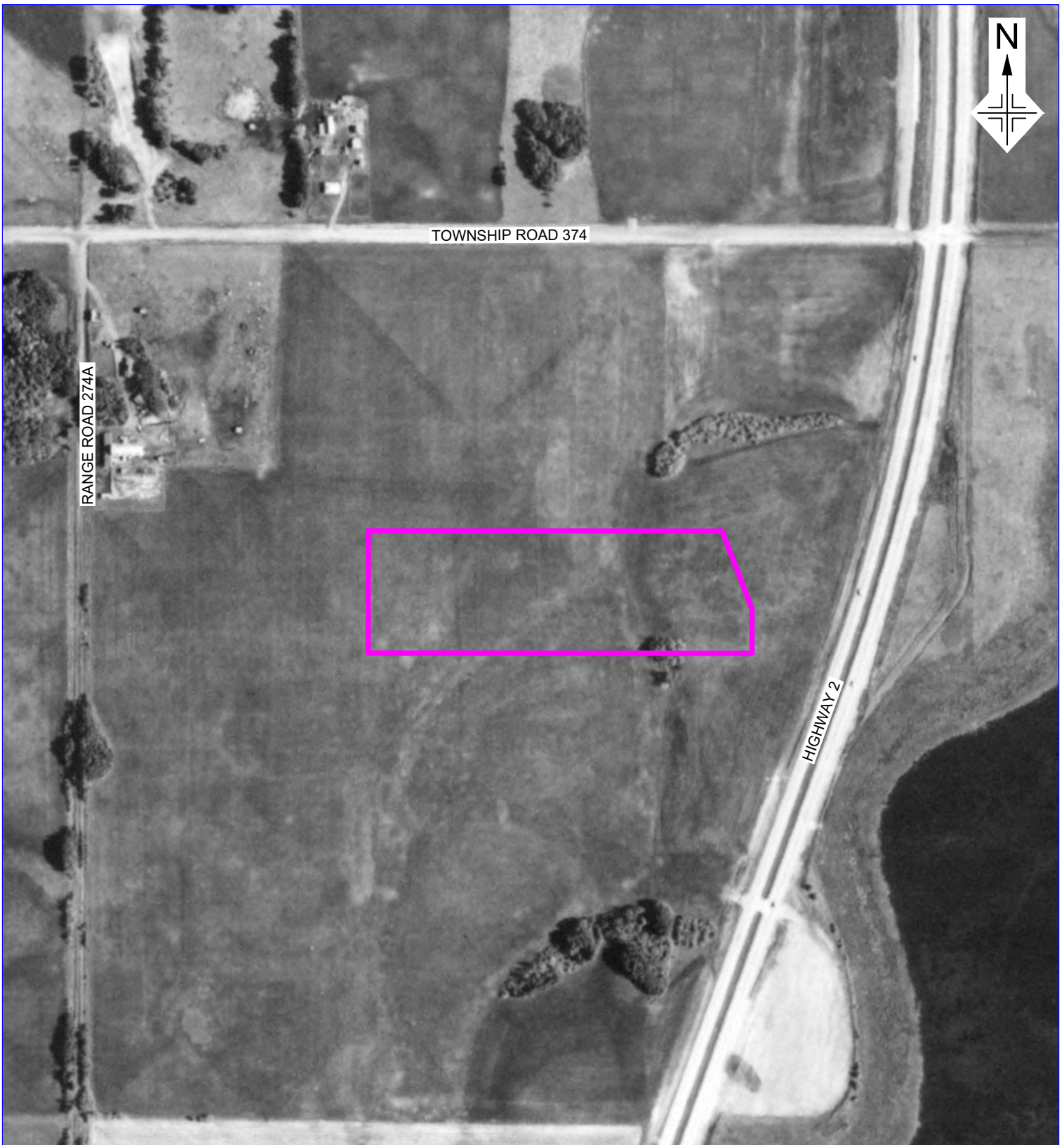
LEGEND:
 SUBJECT PROPERTY

SCALE: 
 SCALE (metres): 1:4000



CLIENT:
12990814 CANADA LTD.

1950 AERIAL PHOTOGRAPH		
PHASE 1 ENVIRONMENTAL SITE ASSESSMENT LOT 6, BLOCK 1, PLAN 0020557, RED DEER COUNTY, AB		
DRAWN: MY	CHK'D.: SP	DATE: AUGUST 2023
PROJECT NO. RD8356	REV. NO. 0	FIGURE NO. 4

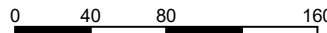


NOTES:

1. AERIAL PHOTOGRAPH OBTAINED FROM ALBERTA PROVINCIAL GEOSPATIAL CENTRE, DATED JULY 9, 1962.

LEGEND:

 SUBJECT PROPERTY

SCALE: 
SCALE (metres): 1:4000

CLIENT:

12990814 CANADA LTD.



1962 AERIAL PHOTOGRAPH

PHASE 1 ENVIRONMENTAL SITE ASSESSMENT
LOT 6, BLOCK 1, PLAN 0020557, RED DEER COUNTY, AB

DRAWN: MY	CHK'D.: SP	DATE: AUGUST 2023
PROJECT NO. RD8356	REV. NO. 0	FIGURE NO. 5

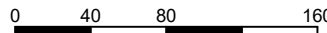


NOTES:

1. AERIAL PHOTOGRAPH OBTAINED FROM ALBERTA PROVINCIAL GEOSPATIAL CENTRE, DATED JULY 2, 1969.

LEGEND:

 SUBJECT PROPERTY

SCALE: 
SCALE (metres): 1:4000

CLIENT:

12990814 CANADA LTD.




1969 AERIAL PHOTOGRAPH

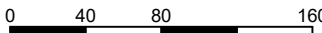
PHASE 1 ENVIRONMENTAL SITE ASSESSMENT
LOT 6, BLOCK 1, PLAN 0020557, RED DEER COUNTY, AB

DRAWN: MY	CHK'D.: SP	DATE: AUGUST 2023
PROJECT NO. RD8356	REV. NO. 0	FIGURE NO. 6



NOTES:
 1. AERIAL PHOTOGRAPH OBTAINED FROM ALBERTA PROVINCIAL GEOSPATIAL CENTRE, DATED SEPTEMBER 12, 1975.

LEGEND:
 SUBJECT PROPERTY

SCALE: 
 SCALE (metres): 1:4000

CLIENT:
12990814 CANADA LTD.




1975 AERIAL PHOTOGRAPH

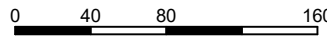
PHASE 1 ENVIRONMENTAL SITE ASSESSMENT
 LOT 6, BLOCK 1, PLAN 0020557, RED DEER COUNTY, AB

DRAWN: MY	CHK'D.: SP	DATE: AUGUST 2023
PROJECT NO. RD8356	REV. NO. 0	FIGURE NO. 7



NOTES:
 1. AERIAL PHOTOGRAPH OBTAINED FROM ALBERTA PROVINCIAL GEOSPATIAL CENTRE, DATED SEPTEMBER 16, 1981.

LEGEND:
 SUBJECT PROPERTY

SCALE: 
 SCALE (metres): 1:4000


CLIENT:
12990814 CANADA LTD.

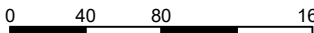


1981 AERIAL PHOTOGRAPH		
PHASE 1 ENVIRONMENTAL SITE ASSESSMENT LOT 6, BLOCK 1, PLAN 0020557, RED DEER COUNTY, AB		
DRAWN: MY	CHK'D.: SP	DATE: AUGUST 2023
PROJECT NO. RD8356	REV. NO. 0	FIGURE NO. 8



NOTES:
 1. AERIAL PHOTOGRAPH OBTAINED FROM ALBERTA PROVINCIAL GEOSPATIAL CENTRE, DATED SEPTEMBER 1, 1988.

LEGEND:
 SUBJECT PROPERTY

SCALE: 
 SCALE (metres): 1:4000



CLIENT:
12990814 CANADA LTD.


1988 AERIAL PHOTOGRAPH

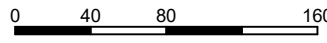
PHASE 1 ENVIRONMENTAL SITE ASSESSMENT
 LOT 6, BLOCK 1, PLAN 0020557, RED DEER COUNTY, AB

DRAWN: MY	CHK'D.: SP	DATE: AUGUST 2023
PROJECT NO. RD8356	REV. NO. 0	FIGURE NO. 9



NOTES:
 1. AERIAL PHOTOGRAPH OBTAINED FROM ALBERTA PROVINCIAL GEOSPATIAL CENTRE, DATED SEPTEMBER 22, 1993.

LEGEND:
 SUBJECT PROPERTY

SCALE: 
 SCALE (metres): 1:4000



CLIENT:
 12990814 CANADA LTD.

1993 AERIAL PHOTOGRAPH

PHASE 1 ENVIRONMENTAL SITE ASSESSMENT
 LOT 6, BLOCK 1, PLAN 0020557, RED DEER COUNTY, AB

DRAWN: MY	CHK'D.: SP	DATE: AUGUST 2023
PROJECT NO. RD8356	REV. NO. 0	FIGURE NO. 10



NOTES:
 1. AERIAL PHOTOGRAPH OBTAINED FROM ALBERTA PROVINCIAL GEOSPATIAL CENTRE, DATED APRIL 28, 1997.

LEGEND:
 SUBJECT PROPERTY

SCALE:
 SCALE (metres): 1:4000



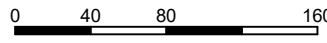
CLIENT:
12990814 CANADA LTD.

1997 AERIAL PHOTOGRAPH		
PHASE 1 ENVIRONMENTAL SITE ASSESSMENT LOT 6, BLOCK 1, PLAN 0020557, RED DEER COUNTY, AB		
DRAWN: MY	CHK'D.: SP	DATE: AUGUST 2023
PROJECT NO. RD8356	REV. NO. 0	FIGURE NO. 11



NOTES:
 1. AERIAL PHOTOGRAPH OBTAINED FROM ALBERTA PROVINCIAL GEOSPATIAL CENTRE, DATED AUGUST 17, 2002.

LEGEND:
 SUBJECT PROPERTY

SCALE: 
 SCALE (metres): 1:4000

CLIENT:
12990814 CANADA LTD.




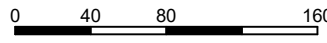
2002 AERIAL PHOTOGRAPH
 PHASE 1 ENVIRONMENTAL SITE ASSESSMENT
 LOT 6, BLOCK 1, PLAN 0020557, RED DEER COUNTY, AB

DRAWN: MY	CHK'D.: SP	DATE: AUGUST 2023
PROJECT NO. RD8356	REV. NO. 0	FIGURE NO. 12



NOTES:
 1. AERIAL PHOTOGRAPH OBTAINED FROM ALBERTA PROVINCIAL GEOSPATIAL CENTRE, DATED APRIL 26, 2007.

LEGEND:
 SUBJECT PROPERTY

SCALE: 
 SCALE (metres): 1:4000



CLIENT:
12990814 CANADA LTD.

2007 AERIAL PHOTOGRAPH
 PHASE 1 ENVIRONMENTAL SITE ASSESSMENT
 LOT 6, BLOCK 1, PLAN 0020557, RED DEER COUNTY, AB

DRAWN: MY	CHK'D.: SP	DATE: AUGUST 2023
PROJECT NO. RD8356	REV. NO. 0	FIGURE NO. 100 13

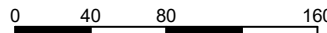


NOTES:

1. AERIAL PHOTOGRAPH OBTAINED FROM GOOGLE EARTH, DATED OCTOBER 9, 2014.

LEGEND:

 SUBJECT PROPERTY

SCALE: 
SCALE (metres): 1:4000



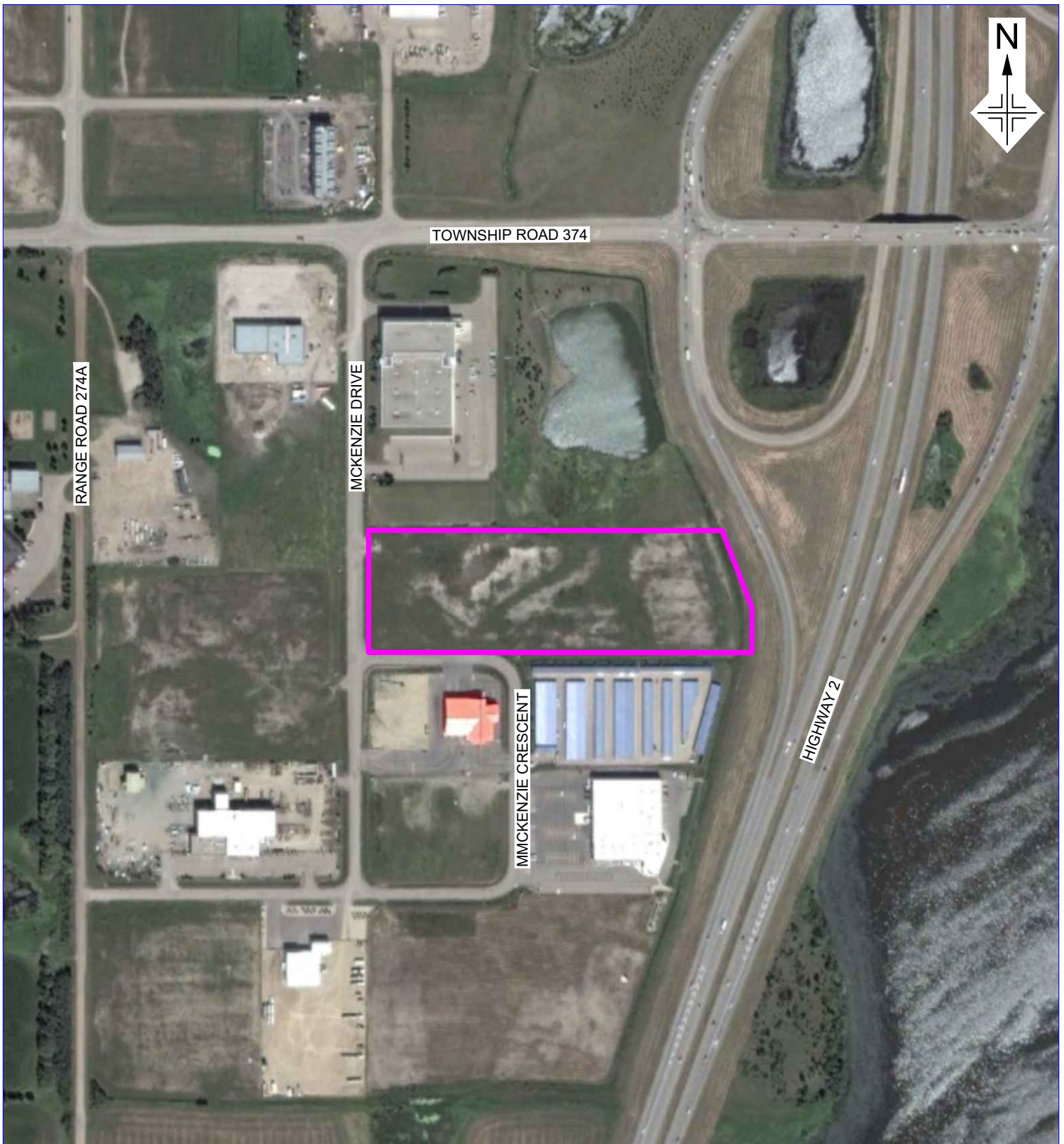
CLIENT:

12990814 CANADA LTD.

2014 AERIAL PHOTOGRAPH

PHASE 1 ENVIRONMENTAL SITE ASSESSMENT
LOT 6, BLOCK 1, PLAN 0020557, RED DEER COUNTY, AB

DRAWN: MY	CHK'D.: SP	DATE: AUGUST 2023
PROJECT NO. RD8356	REV. NO. 0	FIGURE NO. 14



NOTES:

1. AERIAL PHOTOGRAPH OBTAINED FROM GOOGLE EARTH, DATED JULY 22, 2017.

LEGEND:

SUBJECT PROPERTY

SCALE: SCALE (metres): 1:4000

CLIENT:

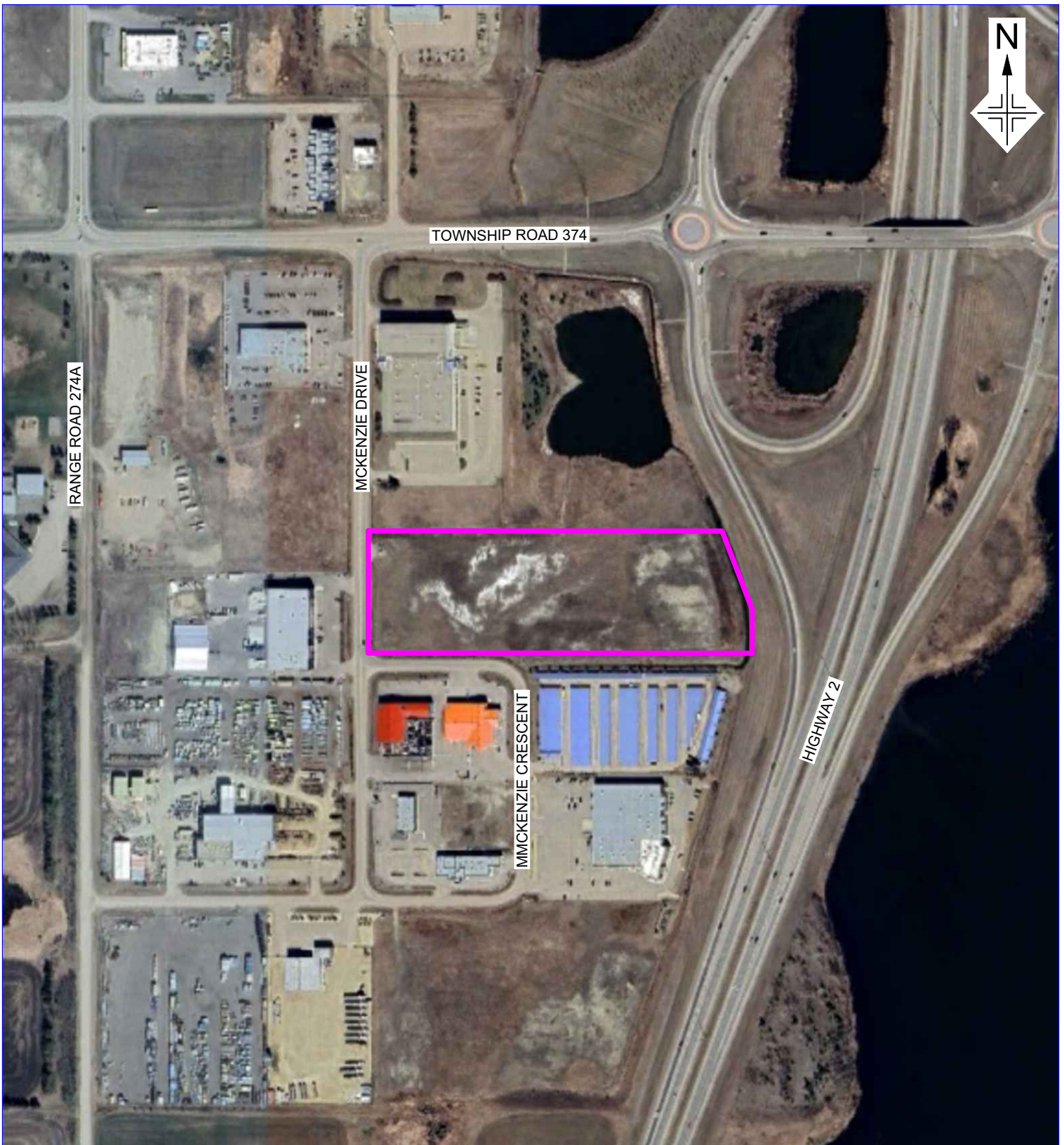
12990814 CANADA LTD.




2017 AERIAL PHOTOGRAPH

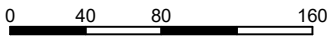
PHASE 1 ENVIRONMENTAL SITE ASSESSMENT
 LOT 6, BLOCK 1, PLAN 0020557, RED DEER COUNTY, AB

DRAWN: MY	CHK'D.: SP	DATE: AUGUST 2023
PROJECT NO. RD8356	REV. NO. 0	FIGURE NO. 102 15



NOTES:
 1. AERIAL PHOTOGRAPH OBTAINED FROM GOOGLE EARTH, DATED MAY 2, 2023.

LEGEND:
 SUBJECT PROPERTY

SCALE: 
 SCALE (metres): 1:4000



CLIENT:
 12990814 CANADA LTD.

2023 AERIAL PHOTOGRAPH

PHASE 1 ENVIRONMENTAL SITE ASSESSMENT
 LOT 6, BLOCK 1, PLAN 0020557, RED DEER COUNTY, AB

DRAWN: MY	CHK'D.: SP	DATE: AUGUST 2023
PROJECT NO. RD8356	REV. NO. 0	FIGURE NO. 16

APPENDIX A

SITE PHOTOGRAPHS

(ALL PHOTOGRAPHS TAKEN AUGUST 8, 2023)



Photograph 1: Looking west to the Liberty Sanitary Lift Station in the northwest corner of the Property.



Photograph 2: Looking south over a bare spot on the Property.



Photograph 3: Grassed portions of the Property near the north boundary looking west.



Photograph 4: Looking northwest along the drainage channel, Leons and the pond located north of the Property.



Photograph 5: Looking southeast over a bare spot towards the stockpile and Highway 2 east of the Property.



Photograph 6: Looking west over the southeast portion of the Property.



Photograph 7: The drainage channel and Blue Bird storage along the south boundary of the Property.



Photograph 8: Utility rough-ins, an electrical transformer and Telus pedestal located near the south boundary near McKenzie Crescent.



Photograph 9: Water utilities along the south portion of the Property and McKenzie Crescent.



Photograph 10: A concrete rubble pile in the southwest corner of the Property.



Photograph 11: Looking north along the west boundary of the Property and McKenzie Drive.



Photograph 12: The Liberty Sanitary Lift Station in the northwest portion of the Property.

APPENDIX B



SEARCHES AND REGULATORY CORRESPONDANCE

ENCUMBRANCES, LIENS & INTERESTSPAGE 2
102 375 873

REGISTRATION

NUMBER	DATE (D/M/Y)	PARTICULARS
		CAVEATOR - RED DEER COUNTY. 38106 RGE RD. 275 RED DEER COUNTY ALBERTA T4S2L9 AGENT - BRENDA HOSKIN (DATA UPDATED BY: CHANGE OF ADDRESS 042503813)
002 047 812	23/02/2000	RESTRICTIVE COVENANT
002 047 813	23/02/2000	RESTRICTIVE COVENANT
002 183 688	30/06/2000	RESTRICTIVE COVENANT
052 443 881	12/10/2005	UTILITY RIGHT OF WAY GRANTEE - RED DEER COUNTY. AS TO PORTION OR PLAN:0525415
062 346 105	08/08/2006	UTILITY RIGHT OF WAY GRANTEE - FORTISALBERTA INC. AS TO PORTION OR PLAN:0622979
062 398 951	07/09/2006	RESTRICTIVE COVENANT
062 469 780	17/10/2006	UTILITY RIGHT OF WAY GRANTEE - RED DEER COUNTY. AS TO PORTION OR PLAN:0626411
062 577 310	14/12/2006	UTILITY RIGHT OF WAY GRANTEE - FORTISALBERTA INC. AS TO PORTION OR PLAN:0623906
202 284 562	22/12/2020	MORTGAGE MORTGAGEE - 1209110 ALBERTA LTD. BOX 6457 DRAYTON VALLEY ALBERTA T7A1R9 ORIGINAL PRINCIPAL AMOUNT: \$1,000,000
222 252 484	02/11/2022	CAVEAT RE : AMENDING AGREEMENT CAVEATOR - 1209110 ALBERTA LTD. BOX 6457 DRAYTON VALLEY ALBERTA T7A1R9 AGENT - MAE L CHOW

TOTAL INSTRUMENTS: 011

(CONTINUED)

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN
ACCURATE REPRODUCTION OF THE CERTIFICATE OF
TITLE REPRESENTED HEREIN THIS 8 DAY OF AUGUST,
2023 AT 09:25 A.M.

ORDER NUMBER: 47988702

CUSTOMER FILE NUMBER:



END OF CERTIFICATE

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

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



HISTORICAL LAND TITLE CERTIFICATE
TITLE CANCELLED ON OCTOBER 25,2010

S
LINC SHORT LEGAL TITLE NUMBER
0031 320 997 0020557;1;6 052 443 879 +3

LEGAL DESCRIPTION

PLAN 0020557
BLOCK 1
LOT 6
CONTAINING 3.89 HECTARES (9.61 ACRES) MORE OR LESS
EXCEPTING THEREOUT:

		HECTARES	(ACRES)	MORE OR LESS
A) PLAN 0525414	SUBDIVISION	0.011	0.03	

EXCEPTING THEREOUT ALL MINES AND MINERALS

ATS REFERENCE: 4;27;37;20;NE
ESTATE: FEE SIMPLE

MUNICIPALITY: RED DEER COUNTY

REFERENCE NUMBER: 002 047 604 +1

REGISTERED OWNER(S)
REGISTRATION DATE (DMY) DOCUMENT TYPE VALUE CONSIDERATION

052 443 879 12/10/2005 SUBDIVISION PLAN

OWNERS

1509241 ALBERTA LTD.
OF UNIT 101, 3116 4TH STREET NW
CALGARY
ALBERTA T2M 3A4

(DATA UPDATED BY: CHANGE OF NAME 092071681)
(DATA UPDATED BY: CHANGE OF NAME 102041455)

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION
NUMBER DATE (D/M/Y) PARTICULARS

002 047 606 23/02/2000 CAVEAT
RE : DEVELOPMENT AGREEMENT PURSUANT TO MUNICIPAL
GOVERNMENT ACT

ENCUMBRANCES, LIENS & INTERESTS

PAGE 2

052 443 879 +3

REGISTRATION

NUMBER	DATE (D/M/Y)	PARTICULARS
		CAVEATOR - RED DEER COUNTY. 38106 RGE RD. 275 RED DEER COUNTY ALBERTA T4S2L9 AGENT - BRENDA HOSKIN (DATA UPDATED BY: CHANGE OF ADDRESS 042503813)
002 047 812	23/02/2000	RESTRICTIVE COVENANT
002 047 813	23/02/2000	RESTRICTIVE COVENANT
002 183 688	30/06/2000	RESTRICTIVE COVENANT
042 503 813	17/11/2004	CHANGE OF ADDRESS FOR SERVICE RE: RED DEER COUNTY. 38106 RGE RD. 275 RED DEER COUNTY ALBERTA T4S2L9 AFFECTS INSTRUMENT: 002047606
052 198 910	20/05/2005	MORTGAGE MORTGAGEE - ALBERTA TREASURY BRANCHES. 5117-51 AVENUE, BOX 6900 DRAYTON VALLEY ALBERTA T7A1S2 ORIGINAL PRINCIPAL AMOUNT: \$3,800,000
052 198 947	20/05/2005	AMENDING AGREEMENT AFFECTS INSTRUMENT: 052198910
052 198 948	20/05/2005	CAVEAT RE : ASSIGNMENT OF RENTS AND LEASES CAVEATOR - ALBERTA TREASURY BRANCHES. 2500,10303 JASPER AVE EDMONTON ALBERTA T5J3N6 AGENT - JAMES R NESBITT
052 443 881	12/10/2005	UTILITY RIGHT OF WAY GRANTEE - RED DEER COUNTY. AS TO PORTION OR PLAN:0525415
062 123 535	20/03/2006	UTILITY RIGHT OF WAY GRANTEE - RED DEER COUNTY. AS TO PORTION OR PLAN:0621306
062 147 878	06/04/2006	MORTGAGE MORTGAGEE - HSBC BANK CANADA. 407 8TH AVE S.W. CALGARY ALBERTA T2P1E5 ORIGINAL PRINCIPAL AMOUNT: \$6,025,000

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 3

052 443 879 +3

REGISTRATION

NUMBER	DATE (D/M/Y)	PARTICULARS
062 147 879	06/04/2006	CAVEAT RE : ASSIGNMENT OF RENTS AND LEASES CAVEATOR - HSBC BANK CANADA. 407 8 AVE SW, 9TH FLR CALGARY ALBERTA T2P1E5 AGENT - EDWARD A WOOLDRIDGE
062 222 120	29/05/2006	DISCHARGE OF MORTGAGE 052198910 AND AMENDING AGREEMENT 052198947
062 222 121	29/05/2006	DISCHARGE OF CAVEAT 052198948
062 346 105	08/08/2006	UTILITY RIGHT OF WAY GRANTEE - FORTISALBERTA INC. AS TO PORTION OR PLAN:0622979
062 398 951	07/09/2006	RESTRICTIVE COVENANT
062 469 778	17/10/2006	DISCHARGE OF UTILITY RIGHT OF WAY 062123535
062 469 780	17/10/2006	UTILITY RIGHT OF WAY GRANTEE - RED DEER COUNTY. AS TO PORTION OR PLAN:0626411
062 577 310	14/12/2006	UTILITY RIGHT OF WAY GRANTEE - FORTISALBERTA INC. AS TO PORTION OR PLAN:0623906
072 370 715	21/06/2007	CAVEAT RE : AMENDING AGREEMENT CAVEATOR - HSBC BANK CANADA. 407 8TH AVE S.W. CALGARY ALBERTA T2P1E5 AGENT - EDWARD WOOLDRIDGE
092 071 681	09/03/2009	CHANGE OF NAME RE: DC ENERGY SERVICES INC. 400 706 7 AVE SW CALGARY ALBERTA T2P0Z1 AFFECTS INSTRUMENT: 052443879 +3
092 071 682	09/03/2009	MORTGAGE MORTGAGEE - BANK OF MONTREAL. REAL ESTATE FINANCE 9TH FL., FIRST CANADIAN CENTRE 350-7 AVE SW CALGARY

(CONTINUED)

 ENCUMBRANCES, LIENS & INTERESTS

PAGE 4

052 443 879 +3

REGISTRATION

 NUMBER DATE (D/M/Y) PARTICULARS

ALBERTA T2P3N9
 ORIGINAL PRINCIPAL AMOUNT: \$20,500,000

092 071 683 09/03/2009 MORTGAGE
 MORTGAGEE - WERKLUND CAPITAL CORPORATION.
 2400 530 8 AVE SW
 CALGARY
 ALBERTA T2P3S8
 ORIGINAL PRINCIPAL AMOUNT: \$8,000,000

092 110 567 14/04/2009 DISCHARGE OF MORTGAGE 062147878

092 110 568 14/04/2009 DISCHARGE OF CAVEAT 062147879
 AND CAVEAT 072370715

102 041 455 04/02/2010 CHANGE OF NAME
 RE: 1509241 ALBERTA LTD.
 UNIT 101, 3116 4TH STREET NW
 CALGARY
 ALBERTA T2M3A4
 AFFECTS INSTRUMENT: 052443879 +3

102 188 622 02/06/2010 DISCHARGE OF MORTGAGE 092071682

102 195 917 08/06/2010 DISCHARGE OF MORTGAGE 092071683

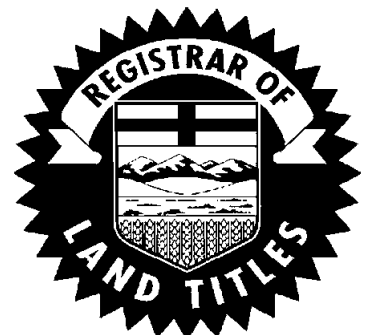
102 375 873 25/10/2010 TRANSFER OF LAND
 OWNERS - 1562209 ALBERTA LTD.
 104, 3116- 4 ST NW
 CALGARY
 ALBERTA T2M3A4
 NEW TITLE ISSUED

TOTAL INSTRUMENTS: 029

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN
 ACCURATE REPRODUCTION OF THE CERTIFICATE OF
 TITLE REPRESENTED HEREIN THIS 8 DAY OF AUGUST,
 2023 AT 09:25 A.M.

ORDER NUMBER: 47988702

CUSTOMER FILE NUMBER:



END OF CERTIFICATE

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

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



HISTORICAL LAND TITLE CERTIFICATE
TITLE CANCELLED ON OCTOBER 12,2005

S
LINC SHORT LEGAL TITLE NUMBER
0028 312 916 0020557;1;6 002 047 604 +1

LEGAL DESCRIPTION
PLAN 0020557
BLOCK 1
LOT 6
EXCEPTING THEREOUT ALL MINES AND MINERALS
AREA: 3.89 HECTARES (9.61 ACRES) MORE OR LESS

ESTATE: FEE SIMPLE
ATS REFERENCE: 4;27;37;20;NE

MUNICIPALITY: RED DEER COUNTY

REFERENCE NUMBER: 982 313 679

REGISTERED OWNER(S)					
REGISTRATION	DATE (DMY)	DOCUMENT	TYPE	VALUE	CONSIDERATION
002 047 604	23/02/2000	SUBDIVISION	PLAN		

OWNERS

VENTANA PROPERTIES LTD.
OF 650, 300-5 AVE SW
CALGARY
ALBERTA T2P 3C4

(DATA UPDATED BY: CHANGE OF NAME 042149505)

(DATA UPDATED BY: CHANGE OF NAME 052180439)

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION	NUMBER	DATE (D/M/Y)	PARTICULARS
992 009 717	13/01/1999	MORTGAGE	MORTGAGEE - THE TORONTO DOMINION BANK. COMMERCIAL BANKING CENTRE 2 CALGARY PLACE 340 5 AVENUE, SW P.O. BOX 2925 CALGARY

ENCUMBRANCES, LIENS & INTERESTS

PAGE 2

REGISTRATION

002 047 604 +1

NUMBER	DATE (D/M/Y)	PARTICULARS
		ALBERTA T2P2P6 ORIGINAL PRINCIPAL AMOUNT: \$1,000,000
992 382 813	20/12/1999	CAVEAT RE : AGREEMENT OF PURCHASE & SALE CAVEATOR - MURLEE HOLDINGS LIMITED. PO BOX 1038 WESTON ONTARIO M9L2R8 AGENT - OLIVIA COLIC
002 047 606	23/02/2000	CAVEAT RE : DEVELOPMENT AGREEMENT PURSUANT TO MUNICIPAL GOVERNMENT ACT CAVEATOR - RED DEER COUNTY. 38106 RGE RD. 275 RED DEER COUNTY ALBERTA T4S2L9 AGENT - BRENDA HOSKIN (DATA UPDATED BY: CHANGE OF ADDRESS 042503813)
002 047 607	23/02/2000	UTILITY RIGHT OF WAY GRANTEE - RED DEER COUNTY. 38106 RGE RD. 275 RED DEER COUNTY ALBERTA T4S2L9 AS TO PORTION OR PLAN:0020558 (DATA UPDATED BY: CHANGE OF ADDRESS 042503806)
002 047 691	23/02/2000	POSTPONEMENT OF MORT 992009717 TO CAVE 002047606
002 047 692	23/02/2000	POSTPONEMENT OF MORT 992009717 TO UTRW 002047607
002 047 812	23/02/2000	RESTRICTIVE COVENANT
002 047 813	23/02/2000	RESTRICTIVE COVENANT
002 069 047	17/03/2000	CAVEAT RE : SEE CAVEAT CAVEATOR - MURLEE HOLDINGS LIMITED. PO BOX 1038 WESTON ONTARIO M9L2R8 AGENT - OLIVIA COLIC
002 077 383	27/03/2000	DISCHARGE OF CAVEAT 992382813
002 077 616	27/03/2000	MORTGAGE

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 3

002 047 604 +1

REGISTRATION

NUMBER	DATE (D/M/Y)	PARTICULARS
		MORTGAGEE - VENSTAR FINANCIAL INC. 910 510 5 ST SW CALGARY ALBERTA AS TO \$1,239,000
		MORTGAGEE - LAURENTIAN TRUST OF CANADA INC. 404, 130 ADELAIDE STREET WEST TORONTO ONTARIO M5H3P5 AS TO \$111,000 ORIGINAL PRINCIPAL AMOUNT: \$1,350,000 SEE INSTRUMENT FOR INTEREST
002 077 617	27/03/2000	CAVEAT RE : ASSIGNMENT OF RENTS AND LEASES , ETC. CAVEATOR - VENSTAR FINANCIAL INC. 910 510 5 ST SW CALGARY ALBERTA CAVEATOR - LAURENTIAN TRUST OF CANADA INC. C/O 910, 510-5 STREET SW CALGARY ALBERTA AGENT - PAUL J CARON
002 100 212	17/04/2000	TRANSFER OF MORTGAGE 002077616 TRANSFEEE - VENSTAR FINANCIAL INC. 910 510 5 ST SW CALGARY ALBERTA AS TO \$1,239,000 TRANSFEEE - LAURENTIAN TRUST OF CANADA INC. 404, 130 ADELAIDE STREET WEST TORONTO ONTARIO M5H3P5 AS TO \$111,000
002 133 484	17/05/2000	DISCHARGE OF MORTGAGE 992009717 AND POSTPONEMENT 002047691 AND POSTPONEMENT 002047692
002 149 130	01/06/2000	POSTPONEMENT OF CAVE 002069047 TO MORT 002077616 CAVE 002077617
002 183 688	30/06/2000	RESTRICTIVE COVENANT
002 278 642	22/09/2000	DISCHARGE OF CAVEAT 002077617

(CONTINUED)

ENCUMBRANCES, LIENS & INTERESTS

PAGE 4

002 047 604 +1

REGISTRATION

NUMBER	DATE (D/M/Y)	PARTICULARS
002 278 643	22/09/2000	DISCHARGE OF MORTGAGE 002077616 AND TRANSFER OF 002100212 AND POSTPONEMENT 002149130
002 334 711	09/11/2000	DISCHARGE OF CAVEAT 002069047
022 270 124	24/07/2002	CAVEAT RE : DEVELOPMENT AGREEMENT PURSUANT TO MUNICIPAL GOVERNMENT ACT CAVEATOR - RED DEER COUNTY. 4758-32 STREET RED DEER ALBERTA T4N0M8
022 447 689	21/11/2002	DISCHARGE OF CAVEAT 022270124
042 149 505	19/04/2004	CHANGE OF NAME RE: ALBERTA 64 COMMERCIAL CORPORATION. SUITE 650, 300 5 AVENUE SW CALGARY ALBERTA T2P3C4 AFFECTS INSTRUMENT: 002047604 +1
042 503 806	17/11/2004	CHANGE OF ADDRESS FOR SERVICE RE: RED DEER COUNTY. 38106 RGE RD. 275 RED DEER COUNTY ALBERTA T4S2L9 AFFECTS INSTRUMENT: 002047607
042 503 813	17/11/2004	CHANGE OF ADDRESS FOR SERVICE RE: RED DEER COUNTY. 38106 RGE RD. 275 RED DEER COUNTY ALBERTA T4S2L9 AFFECTS INSTRUMENT: 002047606
052 180 439	11/05/2005	CHANGE OF NAME RE: VENTANA PROPERTIES LTD. 650, 300-5 AVE SW CALGARY ALBERTA T2P3C4 AFFECTS INSTRUMENT: 002047604 +1
052 198 910	20/05/2005	MORTGAGE MORTGAGEE - ALBERTA TREASURY BRANCHES. 5117-51 AVENUE, BOX 6900 DRAYTON VALLEY ALBERTA T7A1S2 ORIGINAL PRINCIPAL AMOUNT: \$3,800,000
052 198 947	20/05/2005	AMENDING AGREEMENT

(CONTINUED)

REGISTRATION

NUMBER DATE (D/M/Y) PARTICULARS

AFFECTS INSTRUMENT: 052198910

052 198 948 20/05/2005 CAVEAT
RE : ASSIGNMENT OF RENTS AND LEASES
CAVEATOR - ALBERTA TREASURY BRANCHES.
2500,10303 JASPER AVE
EDMONTON
ALBERTA T5J3N6
AGENT - JAMES R NESBITT

052 443 878 12/10/2005 DISCHARGE OF UTILITY RIGHT OF WAY 002047607
AND CHANGE OF ADDRESS FOR SERVICE 042503806

052 443 879 12/10/2005 SUBDIVISION PLAN 0525414
TITLE CANCELLED AS TO PART AND NEW TITLE ISSUED
FOR THE REMAINDER

TOTAL INSTRUMENTS: 030

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN
ACCURATE REPRODUCTION OF THE CERTIFICATE OF
TITLE REPRESENTED HEREIN THIS 8 DAY OF AUGUST,
2023 AT 09:25 A.M.

ORDER NUMBER: 47988702

CUSTOMER FILE NUMBER:



END OF CERTIFICATE

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

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



HISTORICAL LAND TITLE CERTIFICATE
 TITLE CANCELLED ON FEBRUARY 23,2000

S
 LINC SHORT LEGAL TITLE NUMBER
 0026 937 706 4;27;37;20;NE 982 313 679

LEGAL DESCRIPTION

THE NORTH EAST QUARTER OF SECTION TWENTY (20)
 TOWNSHIP THIRTY SEVEN (37)
 RANGE TWENTY SEVEN (27)
 WEST OF THE FOURTH MERIDIAN
 CONTAINING 64.7 HECTARES (160 ACRES) MORE OR LESS
 EXCEPTING THEREOUT:

		HECTARES	(ACRES)	MORE OR LESS
A)	PLAN 1841L ROAD	0.809	2	
B)	PLAN 5016JY ROAD	4.94	12.21	
C)	ALL THAT PORTION OF THE SAID QUARTER SECTION DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE NORTH BOUNDARY OF THE SAID QUARTER SECTION WITH THE EAST LIMIT OF ROAD PLAN 1841L; THENCE SOUTHERLY ALONG THE SAID EAST LIMIT THREE HUNDRED (300) METRES; THENCE EASTERLY AND AT RIGHT ANGLES THERETO ONE HUNDRED AND TWENTY (120) METRES; THENCE NORTHERLY AND PARALLEL WITH THE SAID EAST LIMIT TO A POINT ON THE NORTH BOUNDARY; THENCE WESTERLY ALONG THE NORTH BOUNDARY TO THE POINT OF COMMENCEMENT,			
		3.6	8.9	
D)	PLAN 8920771 ROAD	14.306	35.35	
E)	PLAN 9624498 ROAD	0.130	0.32	

EXCEPTING THEREOUT ALL MINES AND MINERALS

ESTATE: FEE SIMPLE

MUNICIPALITY: RED DEER COUNTY

REFERENCE NUMBER: 982 313 652

REGISTERED OWNER(S)				
REGISTRATION	DATE (DMY)	DOCUMENT TYPE	VALUE	CONSIDERATION
982 313 679	13/10/1998	TRANSFER OF LAND	\$1,000,000	\$1,000,000

OWNERS

DC COMMERCIAL CORPORATION.
 OF SUITE 650-300-5TH AVENUE SW,CALGARY
 ALBERTA T2P 3C4

ENCUMBRANCES, LIENS & INTERESTS

PAGE 2

982 313 679

REGISTRATION

NUMBER	DATE (D/M/Y)	PARTICULARS
982 064 924	06/03/1998	CAVEAT RE : REAL ESTATE PURCHASE CONTRACT CAVEATOR - DC COMMERCIAL CORPORATION. C/O MCGREGOR STILLMAN 207, 10335-172 STREET EDMONTON ALBERTA T5S1K9 AGENT - I MARK STILLMAN
982 313 680	13/10/1998	MERGER OF CAVEAT 982064924
992 009 717	13/01/1999	MORTGAGE MORTGAGEE - THE TORONTO DOMINION BANK. COMMERCIAL BANKING CENTRE 2 CALGARY PLACE 340 5 AVENUE, SW P.O. BOX 2925 CALGARY ALBERTA T2P2P6 ORIGINAL PRINCIPAL AMOUNT: \$1,000,000
992 303 356	07/10/1999	CAVEAT RE : PURCHASER'S LIEN CAVEATOR - MURLEE HOLDINGS LIMITED. PO BOX 1038 WESTON ONTARIO M9L2R8 AGENT - OLIVIA COLIC
992 382 812	20/12/1999	DISCHARGE OF CAVEAT 992303356
992 382 813	20/12/1999	CAVEAT RE : AGREEMENT OF PURCHASE & SALE CAVEATOR - MURLEE HOLDINGS LIMITED. PO BOX 1038 WESTON ONTARIO M9L2R8 AGENT - OLIVIA COLIC
002 047 604	23/02/2000	SUBDIVISION PLAN 0020557 TITLE CANCELLED IN FULL

TOTAL INSTRUMENTS: 007

(CONTINUED)

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN
ACCURATE REPRODUCTION OF THE CERTIFICATE OF
TITLE REPRESENTED HEREIN THIS 8 DAY OF AUGUST,
2023 AT 09:25 A.M.

ORDER NUMBER: 47988702

CUSTOMER FILE NUMBER:



END OF CERTIFICATE

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

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INCLUDING THIS UNMODIFIED PRODUCT IN ANY REPORT, OPINION,
APPRAISAL OR OTHER ADVICE PREPARED BY THE ORIGINAL PURCHASER AS
PART OF THE ORIGINAL PURCHASER APPLYING PROFESSIONAL, CONSULTING
OR TECHNICAL EXPERTISE FOR THE BENEFIT OF CLIENT(S).



HISTORICAL LAND TITLE CERTIFICATE
 TITLE CANCELLED ON OCTOBER 13,1998

S
 LINC SHORT LEGAL TITLE NUMBER
 0026 937 706 4;27;37;20;NE 982 313 652

LEGAL DESCRIPTION

THE NORTH EAST QUARTER OF SECTION TWENTY (20)
 TOWNSHIP THIRTY SEVEN (37)
 RANGE TWENTY SEVEN (27)
 WEST OF THE FOURTH MERIDIAN
 CONTAINING 64.7 HECTARES (160 ACRES) MORE OR LESS
 EXCEPTING THEREOUT: HECTARES (ACRES) MORE OR LESS

A) PLAN 1841L	ROAD	0.809	2
B) PLAN 5016JY	ROAD	4.94	12.21
C) ALL THAT PORTION OF THE SAID QUARTER SECTION DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE NORTH BOUNDARY OF THE SAID QUARTER SECTION WITH THE EAST LIMIT OF ROAD PLAN 1841L; THENCE SOUTHERLY ALONG THE SAID EAST LIMIT THREE HUNDRED (300) METRES; THENCE EASTERLY AND AT RIGHT ANGLES THERETO ONE HUNDRED AND TWENTY (120) METRES; THENCE NORTHERLY AND PARALLEL WITH THE SAID EAST LIMIT TO A POINT ON THE NORTH BOUNDARY; THENCE WESTERLY ALONG THE NORTH BOUNDARY TO THE POINT OF COMMENCEMENT,			
		3.6	8.9
D) PLAN 8920771	ROAD	14.306	35.35
E) PLAN 9624498	ROAD	0.130	0.32

EXCEPTING THEREOUT ALL MINES AND MINERALS

ESTATE: FEE SIMPLE

MUNICIPALITY: RED DEER COUNTY

REFERENCE NUMBER: 962 350 179 +4

REGISTERED OWNER(S)				
REGISTRATION	DATE (DMY)	DOCUMENT TYPE	VALUE	CONSIDERATION
982 313 652	13/10/1998	TRANSFER OF LAND	\$1,000,000	\$1,000,000

OWNERS

MCLEOD TANK RENTALS (1985) LTD.
 OF R.R.4, RED DEER
 ALBERTA T4N 4E4

ENCUMBRANCES, LIENS & INTERESTS

PAGE 2
982 313 652

REGISTRATION

NUMBER DATE (D/M/Y) PARTICULARS

982 064 924 06/03/1998 CAVEAT
RE : REAL ESTATE PURCHASE CONTRACT
CAVEATOR - DC COMMERCIAL CORPORATION.
C/O MCGREGOR STILLMAN
207, 10335-172 STREET
EDMONTON
ALBERTA T5S1K9
AGENT - I MARK STILLMAN

982 313 679 13/10/1998 TRANSFER OF LAND
OWNERS - DC COMMERCIAL CORPORATION.
SUITE 650-300-5TH AVENUE SW,CALGARY
ALBERTA T2P3C4
NEW TITLE ISSUED

TOTAL INSTRUMENTS: 002

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2023 AT 09:25 A.M.

ORDER NUMBER: 47988702

CUSTOMER FILE NUMBER:



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OR TECHNICAL EXPERTISE FOR THE BENEFIT OF CLIENT(S).



HISTORICAL LAND TITLE CERTIFICATE
 TITLE CANCELLED ON OCTOBER 13, 1998

S
 LINC SHORT LEGAL TITLE NUMBER
 0026 937 706 4;27;37;20;NE 962 350 179 +4

LEGAL DESCRIPTION

THE NORTH EAST QUARTER OF SECTION TWENTY (20)
 TOWNSHIP THIRTY SEVEN (37)
 RANGE TWENTY SEVEN (27)
 WEST OF THE FOURTH MERIDIAN
 CONTAINING 64.7 HECTARES (160 ACRES) MORE OR LESS
 EXCEPTING THEREOUT:

		HECTARES	(ACRES)	MORE OR LESS
A)	PLAN 1841L ROAD	0.809	2	
B)	PLAN 5016JY ROAD	4.94	12.21	
C)	ALL THAT PORTION OF THE SAID QUARTER SECTION DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE NORTH BOUNDARY OF THE SAID QUARTER SECTION WITH THE EAST LIMIT OF ROAD PLAN 1841L; THENCE SOUTHERLY ALONG THE SAID EAST LIMIT THREE HUNDRED (300) METRES; THENCE EASTERLY AND AT RIGHT ANGLES THERETO ONE HUNDRED AND TWENTY (120) METRES; THENCE NORTHERLY AND PARALLEL WITH THE SAID EAST LIMIT TO A POINT ON THE NORTH BOUNDARY; THENCE WESTERLY ALONG THE NORTH BOUNDARY TO THE POINT OF COMMENCEMENT,			
		3.6	8.9	
D)	PLAN 8920771 ROAD	14.306	35.35	
E)	PLAN 9624498 ROAD	0.130	0.32	

EXCEPTING THEREOUT ALL MINES AND MINERALS

ESTATE: FEE SIMPLE

MUNICIPALITY: RED DEER COUNTY

REFERENCE NUMBER: 80V273

 REGISTERED OWNER(S)
 REGISTRATION DATE (DMY) DOCUMENT TYPE VALUE CONSIDERATION

962 350 179 18/12/1996 ROAD PLAN

OWNERS

GORDON T MCLEOD
 OF 6 SAVOY CRESCENT
 RED DEER
 ALBERTA T4N 0C9

ENCUMBRANCES, LIENS & INTERESTS

PAGE 2

962 350 179 +4

REGISTRATION

NUMBER DATE (D/M/Y) PARTICULARS

982 064 924 06/03/1998 CAVEAT
RE : REAL ESTATE PURCHASE CONTRACT
CAVEATOR - DC COMMERCIAL CORPORATION.
C/O MCGREGOR STILLMAN
207, 10335-172 STREET
EDMONTON
ALBERTA T5S1K9
AGENT - I MARK STILLMAN

982 313 652 13/10/1998 TRANSFER OF LAND
OWNERS - MCLEOD TANK RENTALS (1985) LTD.
R.R.4, RED DEER
ALBERTA T4N4E4
NEW TITLE ISSUED

TOTAL INSTRUMENTS: 002

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TITLE REPRESENTED HEREIN THIS 8 DAY OF AUGUST,
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ORDER NUMBER: 47988702

CUSTOMER FILE NUMBER:



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OR TECHNICAL EXPERTISE FOR THE BENEFIT OF CLIENT(S).



HISTORICAL LAND TITLE CERTIFICATE
TITLE CANCELLED ON DECEMBER 18,1996

S
LINC SHORT LEGAL TITLE NUMBER
0015 232 770 4;27;37;20;NE 80V273

LEGAL DESCRIPTION

THE NORTH EAST QUARTER OF SECTION TWENTY (20)
TOWNSHIP THIRTY SEVEN (37)
RANGE TWENTY SEVEN (27)
WEST OF THE FOURTH MERIDIAN
CONTAINING 64.7 HECTARES (160 ACRES) MORE OR LESS
EXCEPTING THEREOUT:
A) 0.809 HECTARES (2 ACRES) MORE OR LESS, AS SHOWN ON ROAD PLAN 1841L
B) 4.94 HECTARES (12.21 ACRES) MORE OR LESS, AS SHOWN ON ROAD PLAN 5016JY
C) ALL THAT PORTION OF THE SAID QUARTER SECTION DESCRIBED AS FOLLOWS:
COMMENCING AT THE INTERSECTION OF THE NORTH BOUNDARY OF THE SAID QUARTER
SECTION WITH THE EAST LIMIT OF ROAD PLAN 1841L; THENCE SOUTHERLY ALONG THE
SAID EAST LIMIT THREE HUNDRED (300) METRES; THENCE EASTERLY AND AT RIGHT
ANGLES THERETO ONE HUNDRED AND TWENTY (120) METRES; THENCE NORTHERLY AND
PARALLEL WITH THE SAID EAST LIMIT TO A POINT ON THE NORTH BOUNDARY; THENCE
WESTERLY ALONG THE NORTH BOUNDARY TO THE POINT OF COMMENCEMENT,
CONTAINING 3.6 HECTARES (8.9 ACRES) MORE OR LESS
D) 14.306 HECTARES (35.35 ACRES) MORE OR LESS, FOR ROAD AS SHOWN ON
ROAD PLAN 8920771
EXCEPTING THEREOUT ALL MINES AND MINERALS

ESTATE: FEE SIMPLE

MUNICIPALITY: RED DEER COUNTY

REGISTERED OWNER(S)				
REGISTRATION	DATE (DMY)	DOCUMENT TYPE	VALUE	CONSIDERATION
80V273	29/04/1974		\$50,000	

OWNERS

GORDON T MCLEOD
OF 6 SAVOY CRESCENT
RED DEER
ALBERTA T4N 0C9

ENCUMBRANCES, LIENS & INTERESTSPAGE 2
80V273

REGISTRATION

NUMBER	DATE (D/M/Y)	PARTICULARS
832 191 101	09/08/1983	UTILITY RIGHT OF WAY GRANTEE - THE COUNTY OF RED DEER NO. 23. AS TO PORTION OR PLAN:8322124
882 283 265	24/11/1988	NOTICE OF INTENTION TO EXPROPRIATE BY - HER MAJESTY THE QUEEN IN RIGHT OF ALBERTA AS REPRESENTED BY THE MINISTER OF TRANSPORTATION & UTILITES
892 013 976	17/01/1989	NOTICE OF EXTENSION AFFECTS INSTRUMENT: 882283265 "(30 DAYS ADDITIONAL TIME)"
902 285 290	27/09/1990	DISCHARGE OF UTILITY RIGHT OF WAY 832191101
942 188 899	20/06/1994	DISCHARGE OF NOTICE OF INTENTION TO EXPROPRIATE 882283265 AND NOTICE OF EXTENSION 892013976
962 321 180	21/11/1996	CAVEAT RE : ROADWAY CAVEATOR - HER MAJESTY THE QUEEN IN RIGHT OF ALBERTA AS REPRESENTED BY MINISTER OF TRANSPORTATION AND UTILITIES RED DEER REGIONAL OFFICE 404, 4920-51 ST RED DEER ALBERTA T4N6K8 AGENT - ROB PENNY
962 350 177	18/12/1996	DISCHARGE OF CAVEAT 962321180
962 350 179	18/12/1996	ROAD PLAN 9624498 TITLE CANCELLED AS TO PART AND NEW TITLE ISSUED FOR THE REMAINDER

TOTAL INSTRUMENTS: 008

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN
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TITLE REPRESENTED HEREIN THIS 8 DAY OF AUGUST,
2023 AT 09:25 A.M.

ORDER NUMBER: 47988702

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OR TECHNICAL EXPERTISE FOR THE BENEFIT OF CLIENT(S).

August 17, 2023

Our File #: 2023-IRR-023
Your File #: RD8356

Spencer Podgurski
Environmental Technologist
ParklandGeo Ltd.
#102 - 4756 Riverside Drive
Red Deer, Alberta, T4N 2N7
P:403 343 2428 F:403 343 7699
www.parklandgeo.com

Lot 6, Block 1, Plan 0020557

This letter is regarding your information request on the above noted property, received via e-mail on August 8, 2023. In your letter you requested the following information:

- any current or historical landfills, waste sites, nuisance grounds
- any current or historical environmental incidents regarding this property or surrounding sites.
- information on any Bylaw investigations, tickets, or prosecutions for environmental nuisance,
- waste discharges or other environmentally related events, compliance related to the Sewers.
- and any environmental incidents or investigations related to a potential or actual release the environment regarding wastewater and waste utilities.
- any environmental incidents on file regarding this property or surrounding sites.
- information on any investigations, tickets, or prosecutions for environmental nuisance
- other environmentally related events.

Our files show no record of any landfills, spills or other records that would indicate environmental concerns associated with the property.

Red Deer County does not keep files on underground or aboveground storage tanks, with any aspects of the property development or property history, which may raise environmental concerns. For information on underground or aboveground storage tanks please contact:

Alberta Safety Codes Authority
#500, 10405 Jasper Avenue Edmonton, Alberta T5J 3N4
Phone: (780) 413-0099 Fax: (780) 424-5134
Email: ascatanks@safetycodes.ab.ca

Since January 1, 2016, there have been no Safety Code Permits applied for (e.g., Building, Electrical, Gas, Plumbing & Private Sewage), prior to this date Alberta Municipal Affairs had jurisdiction 1-866-421-6929 or safety.services@gov.ab.ca

Our data entries queried on our emergency response database (Firepro) were from 2003 when the system was installed - to current date, on the above land description with no results.

According to a search performed by Protective Services there is nothing noted in the Patrol database regarding the above land description.

Please see attached letter from our Planning & Development Services department.

Should you require further information, you may contact me by phone at 403.350.2150 ext.212 or email at jwright@rdcounty.ca

Yours truly,
Jennifer Wright
Information Technician
Red Deer County



August 9, 2023

PARKLAND GEO

ATTN: SPENCER PODGURSKI, ATT

Spencer.podgurski@parklandgeo.com

RE: Environmental Search Request

19 McKenzie Drive, Lot 6, Block 1, Plan 0020557, Roll 688001046

Our File: 2023-IRR-023

In reference to your request of August 8, 2023, we wish to advise you that the above referenced site is zoned as General Commercial District (C-2) and is 9.58 acres in size.

This parcel is identified within the City of Red Deer / Red Deer County's Intermunicipal Development Plan as the County's growth area. This parcel is also identified within the Gasoline Alley West Major Area Structure Plan. A small portion of this lot is located within the Slack Slough Environmentally Significant Area.

A search of the land file indicates the following:

- Records show no development permits have been issued on the subject parcel.
- There are no environmental concerns at this time.
- A public Utility Right of Way is registered to Red Deer County.
- Offsite Levies have been paid.

A review of our legal land file for the above legal land description indicates there are no outstanding issues.

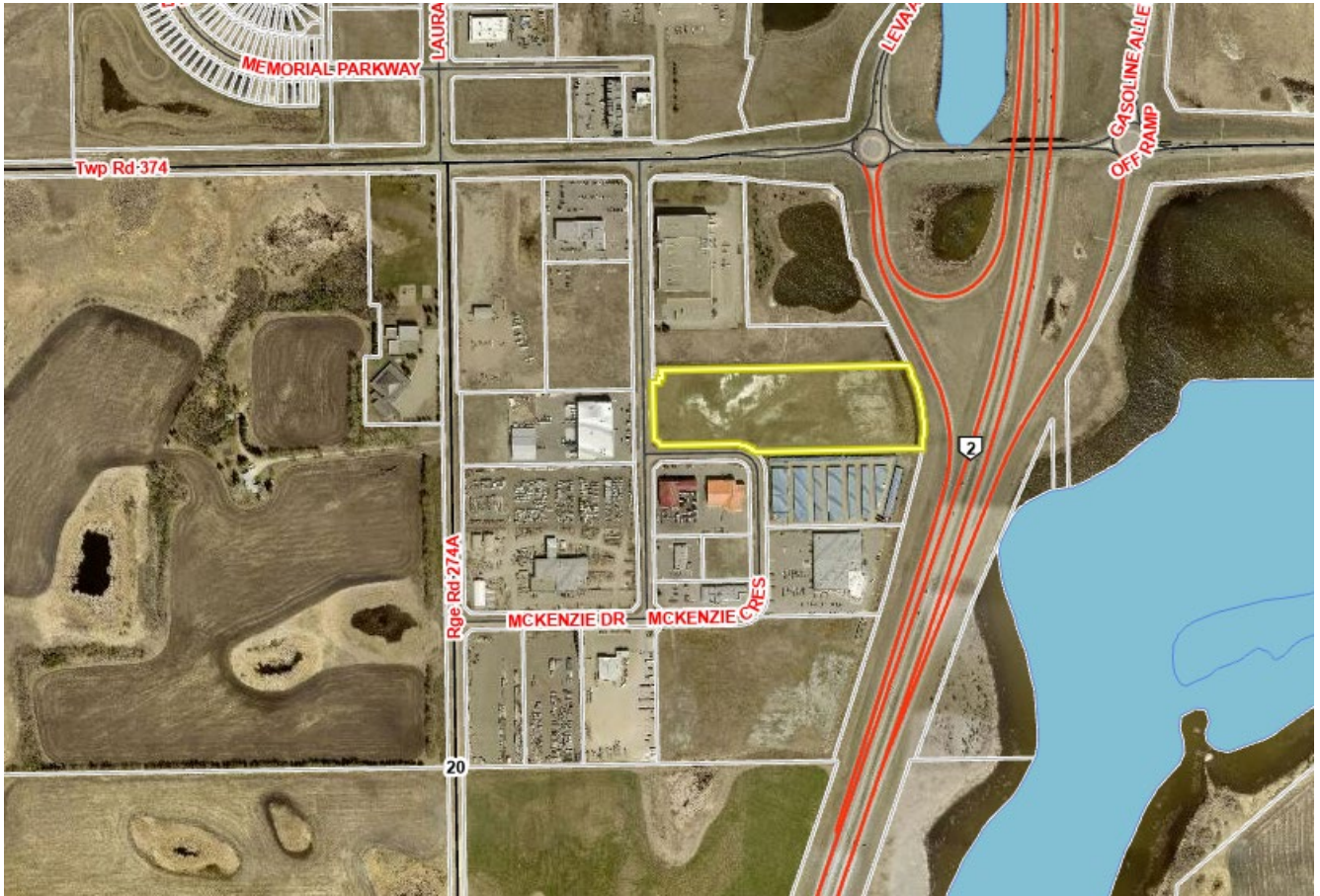
We trust this is the information required. If you have any questions, feel free to contact me.

Yours truly,

A handwritten signature in blue ink, appearing to read "Denise Bedford".

Denise Bedford
Senior Development Officer
403-357-2388
dbedford@rdcounty.ca

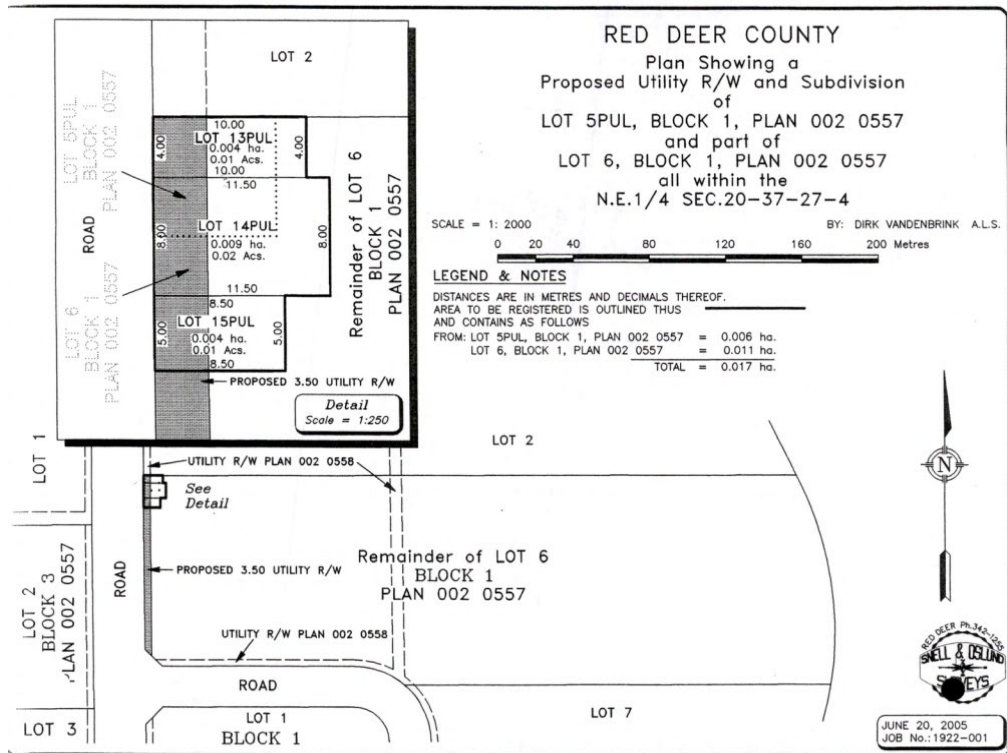
LOCATION MAP



ENVIRONMENTAL SIGNIFICANT AREA MAP



UTILITY R/W MAP



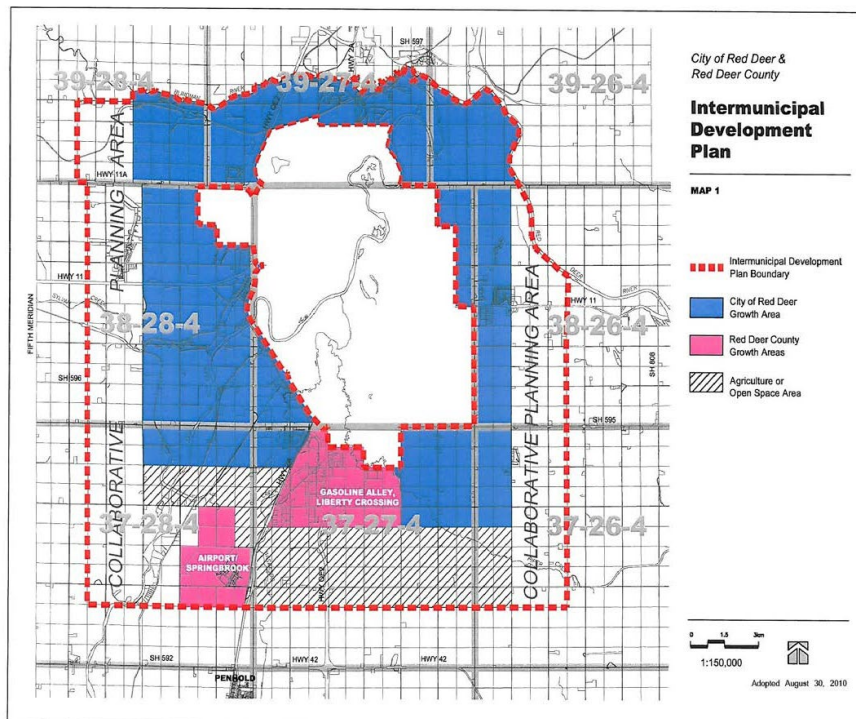
INTERMUNICIPAL DEVELOPMENT PLAN GROWTH AREA MAP

For the County's Growth Areas

(I) Require that the Gasoline Alley / Liberty Crossing Growth Area shall be limited to a maximum residential population of approximately 8,000 persons. The County shall limit the height of buildings in the Gasoline Alley / Liberty Crossing Growth Area to a maximum of four storeys, except for a maximum of four buildings that could be allowed to exceed four storeys. One of these buildings could be comprised entirely of office space and could be allowed to a height that does not exceed 12 storeys. The remaining three buildings cannot have more than two floors of office space and cannot exceed eight storeys in height. The County shall identify the criteria that must be met in order to consider allowing the four buildings to exceed four storeys. The County shall incorporate and maintain these provisions into its urban design plans, area structure plans and the Land Use Bylaw (as an overlay district) to implement this policy.

(II) Provide that The County shall not identify an additional Growth Area within the Intermunicipal Development Plan Boundary.

COUNTY'S GROWTH AREA (pink denotes growth area)



August 15, 2023

Spencer Podgurski
Technologist
PARKLANDGEO LTD.
102 4756 Riverside Drive
Red Deer, AB T4N 2N7

Site Assessment File Number: EA000-2023-S-1004
Routine Disclosure File Number: EA000-2023-R-1048

Dear Spencer Podgurski:

Freedom of Information and Protection of Privacy Request #: EA000-2023-S-1004
Request for records pertaining to the property located at NE Sec 20 Twp 37 Rge 27
W4M; Plan 0020557 Block 1 Lot 6; 15 McKenzie Drive, Red Deer County

The following is in response to your request of for access under the *Freedom of Information and Protection of Privacy Act* (the Act) to the subject records:

Location: NE Sec 20 Twp 37 Rge 27 W4M; Plan 0020557 Block 1 Lot 6; 15 McKenzie Drive, Red Deer County

Name(s): 12990814 Canada Ltd., 1509241 Alberta Ltd., Ventana Properties Ltd., DC Commercial Corporation, McLeod Tank Rentals and Gordon T. McLeod

Time Frame: August 01, 1950 to August 08, 2023

Records: any environmental records pertaining to air, water, groundwater, surface water and soil concerns as well as any documentation on fires, approval warnings, remediation certificates etc. Also, any spills, releases, infractions, fines warnings for: property, people, roadways and railways concerning the property identified below

A search of Environment & Protected Areas record holdings has not identified any records relating to the subject of your request, based on the search parameters you provided to this office.

If you have any questions or concerns about the processing of your request, please write to the above address or call me at 780-415-1397, so that we can look at ways to address these issues. Under section 65(1) of the Act, you may ask the Information and Privacy Commissioner to review this decision. To request a review, you must complete and deliver a Request for Review form within 60 days from the date of this notice to the Commissioner at 410, 9925 – 109 Street, Edmonton, Alberta, T5K 2J8. The form is available under the Resources tab on the Commissioner's website <http://www.oipc.ab.ca> or you can call 1-888-878-4044 to request a copy of the form.

If you request a review, please provide the Commissioner with a copy of your original request, any letters of clarification, a copy of this letter and the reason why you are requesting a review.

As this site is identified as an Approval site, you may obtain information about the Approval on our website (<https://avw.alberta.ca/ApprovalViewer.aspx>) by selecting the Approval Viewer link and entering the Approval numbers - 00075037, 00073983, 00309754. Check "Show Inactive Authorizations" to view all available documents. If you require more information pertaining to the Approval site, please contact the Approval holder. If after 30 days you do not receive the information, as identified in the Disclosure to Information, Ministerial Regulation 273/2004 of the *Environmental Protection and Enhancement Act* or as identified under Section 16 Provision of Information, Water (Ministerial) Regulation of the *Water Act*, please contact Carole-Anne Nielsen, of the Environment & Protected Areas regional Office for viewing of the records at Beaver County. Your Routine Disclosure Request is now closed.

If you have any questions, please contact me at 780-415-1397.

Yours truly,

Ruky Chiejine
Access & Privacy Advisor



A Division of the Safety Codes Council

August 8, 2023

Spencer Podgurski
ParklandGEO Ltd
102-4756 Riverside Dr
Red Deer, AB T4N 2N7

EMAIL: reception@parklandgeo.com

Re: ASCA Storage Tank Search – Your File No. Spencer - RD8356

Dear Spencer,

As per your search request submitted on Aug 8, 2023 Alberta Safety Codes Authority (ASCA) has searched the storage tank database for existing and former installations of storage tank systems, as defined by the Fire Code, including those known to be inside structures at the following address:

1. Red Deer County AB; Lot: 6 Block: 1 Plan 0020557; NE-20-37-27-W4

The search of the storage tank database determined **no records** were available for the address requested.

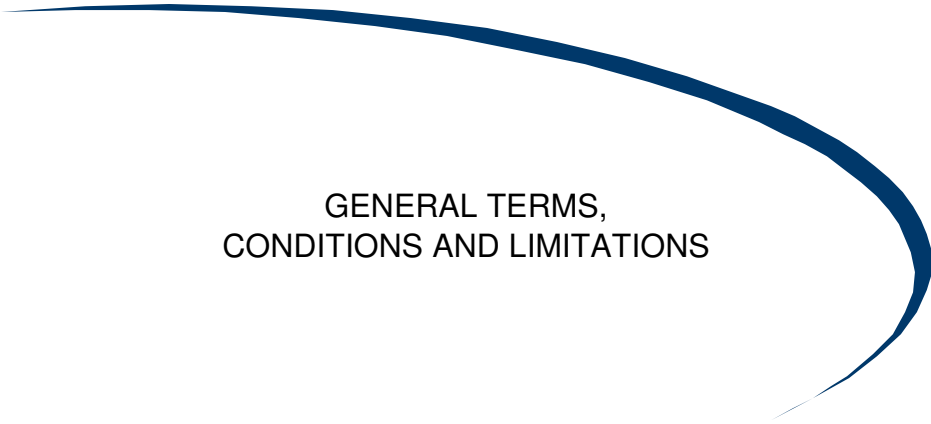
The Freedom of Information and Protection of Privacy Act governs the information provided. Please note that the database is **not** complete. The main limitation of the database is that it only includes information reported through registration and permitting or a survey of abandoned sites completed in 1992 and should not be considered a comprehensive inventory of all past or present storage tank sites. ASCA's storage tank systems database is solely maintained based on information provided by owners and or operators of storage tank systems; therefore, the database may not reflect information related to all existing or former storage tank systems in Alberta. Further information on storage tank systems or investigations involving a spill/release or contamination may be filed with the local fire service or Alberta Environment.

Regards,

Samita Paliwal
ASCA Tanks
Alberta Safety Codes Authority
Safety Codes Council | safetycodes.ab.ca

.....

LIMITATIONS



GENERAL TERMS,
CONDITIONS AND LIMITATIONS

The use of this attached report is subject to the following general terms and conditions.

1. **STANDARD OF CARE** - In the performance of professional services, ParklandGEO used the degree of care and skill ordinarily exercised under similar circumstances by reputable members of its profession practicing in the same or similar localities. No other warranty expressed or implied is made in any manner.
2. **INTERPRETATION OF THE REPORT** - The CLIENT recognizes that subsurface conditions will vary from those encountered at the location where borings, surveys, or explorations are made and that the data, interpretations and recommendation of ParklandGEO are based solely on the information available to him. Classification and identification of soils, rocks, geological units, contaminated materials and contaminant quantities will be based on commonly accepted practices in geotechnical or environmental consulting practice in this area. ParklandGEO will not be responsible for the interpretation by others of the information developed.
3. **SITE INFORMATION** - The CLIENT has agreed to provide all information with respect to the past, present and proposed conditions and use of the Site, whether specifically requested or not. The CLIENT acknowledged that in order for ParklandGEO to properly advise and assist the CLIENT, ParklandGEO has relied on full disclosure by the CLIENT of all matters pertinent to the Site investigation.
4. **COMPLETE REPORT** - The Report is of a summary nature and is not intended to stand alone without reference to the instructions given to ParklandGEO by the CLIENT, communications between ParklandGEO and the CLIENT, and to any other reports, writings or documents prepared by ParklandGEO for the CLIENT relative to the specific Site, all of which constitute the Report. The word "Report" shall refer to any and all of the documents referred to herein. In order to properly understand the suggestions, recommendations and opinions expressed by ParklandGEO, reference must be made to the whole of the Report. ParklandGEO cannot be responsible for use of any part or portions of the report without reference to the whole report. The CLIENT has agreed that "This report has been prepared for the exclusive use of the named CLIENT. Any use which a third party makes of this report, or any reliance on or decisions to be made based on it, are the responsibility of such third parties. ParklandGEO accepts no responsibility for damages, if any, suffered by any third party as a result of decisions made or actions based on this report."

The CLIENT has agreed that in the event that any such report is released to a third party, the above disclaimer shall not be obliterated or altered in any manner. The CLIENT further agrees that all such reports shall be used solely for the purposes of the CLIENT and shall not be released or used by others without the prior written permission of ParklandGEO.

5. **LIMITATIONS ON SCOPE OF INVESTIGATION AND WARRANTY DISCLAIMER**
There is no warranty, expressed or implied, by ParklandGEO that:
 - a) the investigation uncovered all potential geo-hazards, contaminants or environmental liabilities on the Site; or
 - b) the Site is entirely free of all geo-hazards or contaminants as a result of any investigation or cleanup work undertaken on the Site, since it is not possible, even with exhaustive sampling, testing and analysis, to document all potential geo-hazards or contaminants on the Site.

The CLIENT acknowledged that:

- a) the investigation findings are based solely on the information generated as a result of the specific scope of the investigation authorized by the CLIENT;
 - b) unless specifically stated in the agreed Scope of Work, the investigation will not, nor is it intended to assess or detect potential contaminants or environmental liabilities on the Site;
 - c) any assessment regarding geological conditions on the Site is based on the interpretation of conditions determined at specific sampling locations and depths and that conditions may vary between sampling locations, hence there can be no assurance that undetected geological conditions, including soils or groundwater are not located on the Site;
 - d) any assessment is also dependent on and limited by the accuracy of the analytical data generated by the sample analyses;
 - e) any assessment is also limited by the scientific possibility of determining the presence of unsuitable geological conditions for which scientific analyses have been conducted; and
 - f) the laboratory testing program and analytical parameters selected are limited to those outlined in the CLIENT's authorized scope of investigation; and
 - g) there are risks associated with the discovery of hazardous materials in and upon the lands and premises which may inadvertently discovered as part of the investigation. The CLIENT acknowledges that it may have a responsibility in law to inform the owner of any affected property of the existence or suspected existence of hazardous materials and in some cases the discovery of hazardous conditions and materials will require that certain regulatory bodies be informed. The CLIENT further acknowledges that any such discovery may result in the fair market value of the lands and premises and of any other lands and premises adjacent thereto to be adversely affected in a material respect.
6. **COST ESTIMATES** - Estimates of remediation or construction costs can only be based on the specific information generated and the technical limitations of the investigation authorized by the CLIENT. Accordingly, estimated costs for construction or remediation are based on the known site conditions, which can vary as new information is discovered during construction. As some construction activities are an iterative exercise, ParklandGEO shall therefore not be liable for the accuracy of any estimates of remediation or construction costs provided.
 7. **LIMITATION OF LIABILITY** - The CLIENT has agreed that to the fullest extent permitted by the law ParklandGEO's total liability to CLIENT for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in anyway relating to the Project is contractually limited, as outlined in ParklandGEO's standard Consulting Services Agreement. Further, the CLIENT has agreed that to the fullest extent permitted by law ParklandGEO is not liable to the CLIENT for any special, indirect or consequential damages whatsoever, regardless of cause.
 8. **INDEMNIFICATION** - To the fullest extent permitted by law, the CLIENT has agreed to defend, indemnify and hold ParklandGEO, its directors, officers, employees, agents and subcontractors, harmless from and against any and all claims, defence costs, including legal fees on a full indemnity basis, damages, and other liabilities arising out of or in any way related to ParklandGEO's work, reports or recommendations.



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