MUNICIPAL PLANNING COMMISSION

AGENDA

Wednesday, June 24, 2026 – 9:00 a.m.

Municipal District of Bighorn No.8 Council Chambers and Live-Streamed via Microsoft Teams on YouTube

A. Call Meeting to Order

1.	Review of Procedures for Public Participation	Info
2.	Acknowledgement of Members of the Public, Applicants and Virtual Attendees	Info

B. Adoption of the Agenda

C. Adoption of Minutes

1.	Wednesday, May 27, 2026	Page 5

D. Business Arising from the Minutes

1.	Verbal – MPC Members	

E. Development Permits Issued

1. DP 2026-012	Resort Accommodation (1 Unit) in the form of a Single Detached Dwelling 490.6m² / 5281.3ft² located at Plan 241 0875; Unit 8 *(19 Bagley Pass, Brewster's Ranch Estates)*	Page 23
2. DP 2025-059	Development of a Temporary Parking Lot (2,090m² / 22,500ft²) for a Two (2) Year Term to Accommodate Construction Personnel, Subcontractors, and Light	Page 31

Equipment for development located at property legally described as Plan 221 1439; Block 2; Lot 7. Temporary development located at Plan 881 1380; Block 4; Lot 1 *(200 – 250 2nd St, Dead Man's Flats)*

3. DP 2026-022 — Park (18 Hole Disc Golf Course, approximately 30,000m² / 322,917ft²) located at Plan 021 1419; Block 3; Lot 1 *(291 Diamond Drive, Exshaw)* — Page 39

4. DP 2026-027 — Addition to an Existing Single Detached Dwelling – measuring 46.8m² / 503.8ft² including a Main Floor Level and a Basement Level located at Plan 3032 GH; Block 2; Lot 12 *(7 Fortress Mountain Way, Exshaw)* — Page 47

F. Development Permit Applications

1. DP 2026-026 — For the addition of Thirteen (13) Unserviced Campsites and for the following Accessory Uses / Structures Including: — Page 53

- The Addition of Eight (8) Bunkies used for Visitor Accommodation;
- The Change of Use of the Existing Covered Tie Stall into an Event Space (Maximum Capacity 80 People);
- Two (2) Shower Houses (One [1] Structure);
- Two (2) Sink Washing Station;
- A Sauna and Cold Plunge within One (1) Structure;
- On e(1) Tiny Home (No Kitchen – Bunkie Style) used for Visitor Accommodation;
- One (1) Shipping Container (Storage Only); and
- The Addition of a Retail Camp Store within the Existing Covered Tie Stall Structure located at NW SEC. 35, TWP. 26, RGE. 8, W5M *(Trapper's Hill Campground)*

2. DP 2026-003 — For the Renewal of an existing Commercial Dog Kennel Operation (Snowy Owl Sled Dog Tours), including associated Accessory structures (ATCO Building, Three [3] Shipping Containers with Canopy Cover, Water Tower, and Dog Houses), Kennel Tours, and a Parking Area, for a Thirteen (13)-Year term, with a 35.3% Front Yard Setback Variance (25.9m / 85ft) for the ATCO Building, a 68.4% Front Yard Setback Variance (12.64m / 41.5ft) for the Shipping Containers with Canopy Cover, and an 87.5% Front Yard Setback Variance (5.0m / 16.4ft) for the Commercial Kennel Located within a Portion of. NE SEC. 23, TWP. 24, RGE. 10, W5M *(Highway 1A Near Burnco Gravel Pit (Bow Corridor)* — Page 180

G. Subdivision Applications

None.

H. New Business

None.

I. Next Schedule Meeting

1. Wednesday, July 29, 2026, at 9:00 a.m.

J. Meeting Adjournment

Microsoft Teams

Join the meeting now

Meeting ID: 220 884 611 672 7

Passcode: NL3tS6Sr

Planning & Statutory Reference Documents

Administration has compiled a selection of planning and statutory documents that may be helpful to those reviewing the MPC Agenda Package. Commission members and the public may refer to any of these materials, where applicable, to provide additional context when considering a development application.

Please note that the documents linked below contain functioning hyperlinks; printed copies are not available at this time.

i. Land Use Bylaw 09-Z/18 and Land Use District Maps
ii. Dead Man's Flats, Exshaw and Harvie Heights Area Redevelopment Plans
iii. Area Structure Plans Adopted by Council
iv. Non-Statutory Documents and Concept Plans
v. Municipal Development Plan Bylaw 13-25

The Municipal Planning Commission (the "MPC") meetings are public, and all interested parties are invited to attend the meeting. The MPC will hear from staff, the applicant and then those persons claiming to be affected by a proposal(s). Presentations to the MPC may be either verbal or written. Any submissions (written or verbal) become a matter of public record so people may wish to limit the amount of personal information provided within the submission. Members of the Public can also join the meeting via Microsoft Teams or watch the Live Stream of this meeting on the MD of Bighorn YouTube Channel.

MUNICIPAL PLANNING COMMISSION
MINUTES

Wednesday, May 27, 2026 – 9:00 a.m.

Municipal District of Bighorn No.8 Council Chambers and Live-Streamed via Microsoft Teams on YouTube

PRESENT:	Mark Merchant	MPC Member (Chair)
	Jen Smith	MPC Member (Councillor)
	Alice James	MPC Member (Councillor)
	Karolina Dec	MPC Member
	Lesley Bannister	MPC Member
	Charles Laroque	DP 05-25 Amendment #1 Applicant
	Jeffrey Siddle	DP 05/25 Adjacent Landowner
	Mikey Stevenson	DP 2026-011 Applicant
ADMINISTRATION:	Jenny Kasprowicz	Acting Director of Planning & Development Services
	Heather Moore	Planning & Development Officer
	Katy Stewart	Planning & Development Officer
	Bonnie McWilliam	Planning & Development Administrative Assistant / Recording Secretary
REGRETS:	Hayley Gavin	Director of Planning & Development Services

A. Call to Order

M. Merchant called the meeting to order at 9:00 AM

B. Approval of the Agenda

MOTION 01.05.2026 By **A. JAMES**

That the Municipal Planning Commission **APPROVE** the Agenda, as presented.

C. Adoption of Minutes

MOTION 02.05.2026 By **J. SMITH**

That the Municipal Planning Commission **APPROVE** the minutes of the April 29, 2026 Municipal Planning Commission Meeting, as presented.

D. Business Arising from the Minutes

None.

E. Development Permits Issued

1. DP 2026-015 Resort Accommodation (1 Unit) in the form of a Single Detached Dwelling 398.3m² / 4,287.3ft² located at Plan 241 0875; Unit 10 *(23 Bagley Pass, Kananaskis Ranch Subdivision)*

F. Development Permit Applications

1. DP 05-25 Amendment # 1 To **Amend** DP 05/25 Schedule "A" and to **Extend** the Temporary Occupation (1 Year) of a Recreational Vehicle during the construction of the Single Detached Dwelling for an additional One (1) Year. Located at Lands legally described as Plan 861 0483; Block 2; Lot 3 *(13 Loder Mountain Drive, Exshaw)*

Discussion Summary Jeff Siddle, an adjacent landowner, presented several concerns regarding DP 05/25 Amendment #1. He expressed frustration with receiving the notice on May 11 for a feedback deadline of May 15, which he felt provided insufficient time to respond. He noted that while the Applicant obtained a permit, there are currently five (5) individuals living in RVs in their small neighborhood. He argued that granting continued leniency sets a precedent that shapes the community's character. He recalled being held to strict standards for his own construction, including one-year completion timelines and door-to-door neighbor notifications. He urged the Commission to consider the frustrations of residents who follow all legal requirements when deciding whether to grant extensions to others.

A Member requested a walk-through of the notification timeline and process for adjacent landowners, questioning if they were given a reasonable time to respond. Administration responded that adjacent landowners are mailed notifications and provided 15 days to respond.

A Member asked for confirmation that all residents on Loder Mountain Drive were notified. Administration responded that only the specific adjacent landowners highlighted on the Notification map included in the Agenda Package were notified. Administration noted that because this was

an amendment to an existing permit, they maintained the same notification area as the original 2025 permit to ensure consistency and fairness and that the notifications met the requirements of the Land Use Bylaw.

A Member noted that five (5) residents outside the notification circle expressed concerns and asked Planning to be aware of public pushback regarding notification areas.

A Member asked if the proposed changes to the driveway width remain within the Land Use Bylaw setback allowances. Administration confirmed the driveway remains compliant.

A Member questioned if the recreational vehicle (RV) would become landlocked by the new house positioning. Administration responded the RV will be repositioned to allow for both the dwelling construction and its eventual removal from the site.

A Member asked if the reduced front yard setback provides adequate space to store the RV during construction without violating setbacks.

Administration indicated there is space on the northeast end of the property for the RV during construction. The site plan that was included in the Agenda Package was examined during this portion of the discussion. A Member sked if there have been any enforcement or compliance issues regarding RV use on this property over the past year. Confirmed there have been no enforcement issues; a second RV was briefly on-site for a visitor but was removed after Administration informed the owner of the 14-day limit.

A Member requested clarification on the current bylaw rules for RV occupancy. Per the Land Use Bylaw, temporary occupancy of an RV cannot exceed 14 days within a 3-month period unless a temporary development permit is obtained.

MOTION 03.05.2026 by **K. DEC**

That the Municipal Planning Commission, acting as the Development Authority **APPROVE** Development Permit No. 05-25 Amendment #1 as presented, subject to the following conditions:

1. This Amendment replaces the existing Schedule "A" for Development Permit No. 05/25 with Amended Schedule "A" dated May 27, 2026. The original Conditions remain in full effect and are not altered.

2. **Condition No. 37** has been added: The temporary full-time occupancy of one Recreational Vehicle on the subject property is approved until **April 24, 2027**, during construction of the approved Single Detached Dwelling, after which time the Recreational Vehicle shall no longer be occupied for residential purposes unless otherwise approved by the

Development Authority.

3. This development shall not be altered or modified from the revised approved plans and specifications identified as Schedule 'A', dated May 27, 2026, attached hereto without written authorization from the Development Authority.

4. **Twenty-one (21) days from the first publication date you are authorized to proceed with the development approved under this Development Permit.**

CARRIED

2. DP 2026-011

For a Temporary Accessory Building (Mobile Office Trailer, 40.88m² / 440ft²) for a Five (5)-Year Term with an 87.5% Front Yard Setback Variance (Setback Reduction to 5m / 16.4ft.) Located at Lands legally described as SE; Sec. 29; Twp. 26; Rge. 8; W5M *(264001 Courville Road – Jamieson Firehall)*

Discussion Summary

A Member asked why setbacks were calculated from the quarter section boundary rather than the provincial lease boundary. Administration responded that per the Land Use Bylaw, boundaries are delineated by the legal property lines. If smaller lease boundaries were used, most rural leases would have no buildable area and would require constant variances.

A Member asked why a five-year term was requested when the definition of "temporary development" in the bylaw specifies one year. Administration responded that the bylaw allows the Development Authority (MPC) to specify a longer term within the Development Permit itself.
A Member asked if the MPC review was triggered by the term length or the setback variance. Administration responded that the review was triggered because the requested variance exceeded the approval thresholds of a Planning and Development Officer.

A Member asked about the process after the provincial Temporary Field Approval expires in 2031. Administration responded that the Applicant can seek extensions from the Province and subsequently apply to the MPC for a permit extension.

A Member asked how the MPC decision impacts the Building Permit already issued for the trailer. Administration advised that the permits are separate; if the MPC refused the application, the trailer would be removed and the Building Permit cancelled.

A Member requested details on how the trailer is serviced (power, water, etc.) and if there were safety concerns regarding those lines. Administration

responded that electrical and water servicing are reviewed under the National Building Code during the safety codes permit process.

A Member asked when a survey by an Alberta Land Surveyor would be required for the site. Administration explained that the land is already surveyed by the Province under the township survey system, and because it is not a titled parcel, a Real Property Report is not required.

A Member asked if variances this substantial (87.5%) were typical for temporary structures. Administration noted that the existing permanent fire hall on-site received a similar 87% variance due to the operational need for efficient road access.

A Member asked if other locations on the site were evaluated to avoid a variance. Administration responded the current lease boundary provided by the Province is the only developable area; moving the trailer further back to a conforming position would require moving the structure 40 meters into the forest, which is not within the lease boundary.

A Member asked if the "third bay pad" mentioned in the project summary was part of this application. Administration clarified that this application is strictly for the temporary trailer; future hall expansions were not being considered today.

Administration refocused the discussion on the scope of work within the Development Permit application for the trailer upgrades, and the future plans for the expansion of the Firehall are not being considered in the application.

A Member pointed out unhighlighted properties in the notification map and asked for confirmation that they were notified. Administration confirmed those landowners were notified despite an error on the map where two (2) privately owned parcels were not highlighted in green.

A Member asked what evidence was considered to conclude the trailer would not impede emergency operations or parking. Administration advised the conclusion was based on formal referral feedback from the MD Protective and Community Services Department.

Charles Laroque, Applicant DP 05-25 Amendment #1 left the meeting @ 9:36 AM

Jeffery Siddle, Affected Landowner DP 05-25 Amendment #1, left the meeting @ 9:36

MOTION 04.05.2026 by **A. JAMES**

That the Municipal Planning Commission, acting as the Development Authority **APPROVE** Development Permit No. 2026-011 as presented, subject to the following conditions:

1. This development shall not be altered or modified from the approved plans and specifications submitted [Attached as Schedule 'A'] by the Applicant without written authorization from the Development Authority.

2. **Development shall comply with the requirements and conditions of Building Permit 382382-26-B0019, as issued or amended.**

3. **This approval is temporary and permits the Mobile Office Trailer to remain on-site until January 31, 2031, in alignment with Temporary Field Approval No. TFA261761. In the event that the Temporary Field Approval (TFA) expires, is revoked, or is otherwise cancelled, this Development Permit approval shall also be deemed expired, and the Mobile Office Trailer must be removed within sixty (60) days of the TFA expiry, revocation, or cancellation, unless as otherwise approved by the Development Authority. Any request for renewal or extension of this approval shall be submitted to the Development Authority prior to expiry and must include confirmation of a renewed or extended Temporary Field Approval.**

4. An Applicant for, or in possession of a valid Development Permit is not relieved from full responsibility for ascertaining, complying with, or carrying out development in accordance with the requirements of:

    a. The following legislation:

        i. Environment Protection and Enhancement Act;

        ii. National Building Code – Alberta Edition;

        iii. National Fire Code – Alberta Edition;

        iv. Natural Resources Conservation Board Act;

        v. Public Development Act;

        vi. Safety Codes Act;

        vii. Water Act; and

        viii. Any amendments thereto;

    b. The requirements of all applicable Municipal District of Bighorn No. 8 bylaws;

    c. The requirements of any other Federal, Provincial, or Municipal enactment or any other law; and

    d. The conditions of any Caveat, Restrictive Covenant, Easement, or any other registered instrument affecting the subject building or lands.

5. Contact Utility Safety Partners by phone +1-800-242-3447 or online https://utilitysafety.ca/ prior to commencing any construction.

6. **The Applicant and/or Registered Landowner is responsible for complying with any conditions specified by any applicable Referral Agency. Should the Development Authority receive further conditions or requirements from external Agencies after the**

date of issuance of this Development Permit, the Applicant and/or Registered Landowner shall ensure those conditions are met within a reasonable timeframe to the satisfaction of the Development Authority or the applicable Referral Agency.

7. Development and construction practices shall be in accordance with the provisions of the Land Use Bylaw 09-Z/18. Any damage to municipal infrastructure [including but not limited to hard-surfaced sidewalks or roads, and below-ground shallow utilities] as result of the approved development, shall be repaired or replaced by the Applicant and/or Registered Landowner. All costs incurred by the reconstruction of any damaged municipal infrastructure shall be borne by the Applicant and/or Registered Landowner.

8. No construction or development is permitted on, over or under a Registered Right of Way. It is the responsibility of the Applicant and/or Registered Owner to identify, locate and understand the contents of all Registered Right of Ways Plans and Agreements.

9. The Applicant and/or Registered Owner are responsible for ensuring that they or their contractors obtain all other required permits and inspections related to this development.

10. The maximum building height shall not exceed 9m / 29.5ft above finished grade.

11. The minimum building setbacks are as follows:
    a. Front Yard: 40m / 131.2ft
    b. Rear Yard: 30m / 98.4ft
    c. Side yard: 30m / 98.4ft

12. Notwithstanding Condition #11, this development is granted the following variance:
    a. Minimum Front Yard Setback for the Mobile Office Trailer: 87.5% (35m / 114.8ft) variance. The Mobile Office Trailer is permitted to be located 5m / 16.4ft, from front (south) property line.

13. The Applicant and/or Registered Landowner is responsible for ensuring that any site grading is completed to provide effective site drainage in accordance with the Land Use Bylaw 09-Z/18. It is imperative that stormwater runoff from the site does not discharge onto adjacent properties.

14. Exterior lighting shall be designed, located, and arranged to be low glare in nature and to minimize light trespass on to adjacent properties. Light fixtures with a lumen output of greater than 2,000 lumens shall be fully shielded to the satisfaction of the Development Authority.

15. **The Mobile Office Trailer shall not be used as a dwelling unit and shall not be used for any overnight sleeping accommodation purposes whatsoever.**

16. **The Applicant and/or Leaseholder is responsible for ensuring that the Mobile Office Trailer remains in good condition and shall repair or replace the unit to the satisfaction of the Development Authority.**

17. **The Mobile Office Trailer shall not be relocated within the subject site without prior approval from the Development Authority.**

18. **Twenty-one (21) days from the first publication date you are authorized to proceed with the development approved under this Development Permit.**

CARRIED

The meeting recessed for five (5) minutes and the Chair reconvened and called the meeting back to order at 10:17am

3. DP 2026-023

Accessory Use – Inclusion Of a Basement Level, Accessory Use – Second Kitchen within a Resort Accommodation Unit located at Lands legally described as Plan 241 0875; Unit 10 *(23 Bagley Pass, Brewster's Kananaskis Ranch)*

Discussion Summary

A Member asked why this application was split into two separate permits rather than being approved under the original dwelling Development Permit. Administration responded the dwelling was a permitted use that could be approved by Administration, whereas the second kitchen is a discretionary use requiring MPC approval. Splitting the files allowed the Applicant to proceed with building the dwelling without waiting for an MPC meeting.

A Member questioned if the Applicant had to pay additional fees for the second application. Administration confirmed the second application was paid for separately.

A Member noted that the package only included civil drawings and asked for the location of the kitchen. Administration displayed the floor plan on-screen, showing the kitchen is on the lower walk-out level. The floorplan for the basement level is attached as a *Schedule 'A'* to these minutes.

A Member asked if there is separate exterior access to the basement level. Administration confirmed there is an exterior door.

A Member asked for confirmation that the second kitchen cannot be used to create a separate visitor accommodation suite. Administration confirmed the kitchen is strictly an amenity for the primary unit's occupants.

Development Permit conditions prohibit its use as an independent suite, and Administration verified there is no lockable door separating the levels.

MOTION 05.05.2026 by **J. SMITH**

That the Municipal Planning Commission, acting as the Development Authority **APPROVE** Development Permit No. 2026-023 as presented, subject to the following conditions:

1. This development shall not be altered or modified from the approved plans and specifications submitted [Attached as Schedule 'A'] by the Applicant without written authorization from the Development Authority.

2. **This development shall be included as part of the Building Permit application associated with DP 2026-015, and no separate Building Permit shall be issued for the Accessory Use – Second Kitchen independent of the approved development outlined in DP 2026-015.**

3. An Applicant for, or in possession of a valid Development Permit is not relieved from full responsibility for ascertaining, complying with, or carrying out development in accordance with the requirements of:
    a. The following legislation:
        i. Environment Protection and Enhancement Act;
        ii. National Building Code – Alberta Edition;
        iii. National Fire Code – Alberta Edition;
        iv. Natural Resources Conservation Board Act;
        v. Public Development Act;
        vi. Safety Codes Act;
        vii. Water Act; and
        viii. Any amendments thereto;
    b. The requirements of all applicable Municipal District of Bighorn No. 8 bylaws;
    c. The requirements of any other Federal, Provincial, or Municipal enactment or any other law; and
    d. The conditions of any Caveat, Restrictive Covenant, Easement, or any other registered instrument affecting the subject building or lands.

4. Contact Utility Safety Partners by phone +1-800-242-3447 or online https://utilitysafety.ca/ prior to commencing any construction.

5. **The Applicant and/or Registered Landowner is responsible for complying with any**

conditions specified by any applicable Referral Agency. Should the Development Authority receive further conditions or requirements from external Agencies after the date of issuance of this Development Permit, the Applicant and/or Registered Landowner shall ensure those conditions are met within a reasonable timeframe to the satisfaction of the Development Authority or the applicable Referral Agency.

6. Development and construction practices shall be in accordance with the provisions of the Land Use Bylaw 09-Z/18. Any damage to municipal infrastructure [including but not limited to hard-surfaced sidewalks or roads, and below-ground shallow utilities] as result of the approved development, shall be repaired or replaced by the Applicant and/or Registered Landowner. All costs incurred by the reconstruction of any damaged municipal infrastructure shall be borne by the Applicant and/or Registered Landowner.

7. The Applicant and/or Registered Owner are responsible for ensuring that they or their contractors obtain all other required permits and inspections related to this development.

8. **This approval permits an Accessory Use for a Second Kitchen within the Resort Accommodation Unit, located in the basement level of the unit, subject to the following criteria:**

    a. The Second Kitchen is strictly an amenity for the occupants of the Resort Accommodation Unit and is prohibited from being used to establish an independent Studio Suite, Secondary Suite, Visitor Accommodation Suite, or any other independent living unit as defined in the Land Use Bylaw, as amended.

    b. The Second Kitchen may only be utilized for a Major Home-Based Business if the Registered Landowners apply for and receive a separate Development Permit approval for such a use under the applicable Land Use Bylaw requirements.

9. Unimpeded emergency vehicle access to the site shall be provided at all times during construction for this development.

10. The Applicant shall sort construction waste generated as a result of this development prior to transporting waste materials to a certified waste disposal facility. At minimum, the Municipal District of Bighorn No.8 expects that materials such as asphalt shingles, brush and vegetation, metal, cardboard, drywall, and kiln-dried lumber are sorted for recycling purposes.

11. **The Applicant and/or Registered Landowner shall ensure that the Second Kitchen area complies with all applicable current National Building Code – Alberta Editon requirements, including, but not limited to, the installation of adequate smoke and carbon monoxide (CO) detection systems. Additionally, a minimum 5lb fire extinguisher shall be provided in a visible and accessible location within the kitchen area at all times.**

12. **A separate Development Permit is required for any additions or changes to the Accessory Use – Second Kitchen, which shall be used exclusively for the occupants of**

the Resort Accommodation Unit only. Should the landowners wish to alter or intensify this use, they must contact the Municipal District of Bighorn No. 8 Planning & Development Services Department for approval prior to any changes.

13. Twenty-one (21) days from the first publication date you are authorized to proceed with the development approved under this Development Permit.

CARRIED

4. DP 2025-066

An Existing Second Single Detached Dwelling with Deck (One-Bedroom 53.7m^2 – 577.5ft^2) with a 2% (1.3m^2 – 14ft^2) Variance to the Minimum Habitable Floor Area (55m^2 – 592ft^2), a Detached Garage / Workshop (131m^2 / 1,410.6ft^2), an Existing Concrete Pad with a Hot Tub and Sauna; all with a 100% Variance to the 20M / 65.6ft Setback to a Slope greater than 15% and Two (2) Existing Shipping Containers, located at Lands legally described as SE; Sec. 23; Twp. 26; Rge; 7; W5m *(263121 Range Road 71 – Jamieson Rd)*

Discussion Summary

A Member asked for clarification on the process for reviewing applications that are already non-compliant or partially constructed. Administration responded that the enforcement process is separate: the MPC must evaluate the application based on its planning merits and compliance with the Land Use Bylaw.

A Member requested the specific reason for the steep slope setback requirement. Administration advised the Land Use Bylaw requires a 20 m / 65.6 ft setback or an engineered assessment if the application proposes to place a building closer than the required minimum setback for any slopes exceeding 15%.

A Member questioned the MPC's authority to grant a 100% variance. Administration explained that the bylaw allows for a reduced setback when a professional slope stability/geotechnical report warrants it, with no specific maximum limit on the variance.

A Member raised concerns about municipal liability if the slope fails, noting the geotechnical report said its review was "limited to documents provided". Administration clarified that while the third-party reviewer used the provided documents, the primary engineers performed extensive borehole testing and topographical surveys. Administration cautioned against adding indemnification conditions without a legal opinion.

A Member asked what documents would be registered on the property title. Administration responded that the entire slope stability report will be registered by way of Caveat on title.

A Member asked if water and wastewater capacity was verified for a second dwelling. Administration confirmed that a licensed professional verified the existing sewage system has adequate capacity, and water is supplied by the existing well.

A Member asked if the deck of the second dwelling would protrude over the slope. Administration responded that the deck is parallel to the dwelling and does not extend over the slope side.

A Member requested the location of the two (2) Shipping Containers. Administration responded: They are currently in the northeast corner due to road conditions but will be relocated to the building area per the permit conditions. A revised site plan will be attached as *Schedule 'B'* to the Minutes.

During the discussion, Administration displayed a topographical survey on-screen to help the Commission visualize the location of the existing structures (the second dwelling, the concrete pad, and the garage foundation) in relation to the 15% slope line marked on the site plan. The topographical survey is attached as *Schedule 'C'* to these Minutes.

A Member questioned if the garage/workshop foundation also required a slope variance. Administration confirmed a slope variance is required for the garage foundation as well.

A Member asked if the garage had a loft or second level for a separate unit. Administration responded that there is no second level; the height is intended to accommodate large vehicles like RVs.

A Member asked why a separate dwelling was built instead of an addition to the original log home. Administration explained that the landowner's plan evolved into a second dwelling after the Applicant discovered the original log home had significant infestation issues that made renovation impractical.

The meeting recessed for five (5) minutes and the Chair reconvened and called the meeting back to order at 11:57am

A Member asked if the structures met the maximum height regulations for the district. Administration confirmed the district has a 10m / 32ft maximum building height limit and the structures (approx. 25 ft) are compliant.

MOTION 06.05.2026 by **L. BANNISTER**

That the Municipal Planning Commission, acting as the Development Authority **APPROVE** Development Permit No. DP 2025-066 as amended to include a revised Site Plan, showing location of the proposed Shipping Containers, subject to the following conditions:

1. This development shall not be altered or modified from the approved plans and specifications shown in Schedule 'A' attached hereto submitted by the Applicant without written authorization from the Development Authority.

2. **This development is subject to all Safety Codes Permits as required by the applicable National Building, Electrical, Gas, and Plumbing Codes – Alberta Editions.**

3. An Applicant and/or Registered Landowner for, or in possession of a valid Development Permit is not relieved from full responsibility for ascertaining, complying with, or carrying out development in accordance with the requirements of:

    a. The following legislation:

        i. Environment Protection and Enhancement Act;

        ii. National Building Code – Alberta Edition;

        iii. National Fire Code – Alberta Edition;

        iv. Natural Resources Conservation Board Act;

        v. Public Development Act;

        vi. Safety Codes Act;

        vii. Water Act; and

        viii. Any amendments thereto;

    b. The requirements of all applicable Municipal District of Bighorn No. 8 bylaws;

    c. The requirements of any other Federal, Provincial, or Municipal enactment or any other law; and

    d. The conditions of any Caveat, Restrictive Covenant, Easement, or any other registered instrument affecting the subject building or lands.

4. Contact Utility Safety Partners by phone +1-800-242-3447 or online https://utilitysafety.ca/ prior to commencing any construction.

5. **The Applicant and/or Registered Landowner is responsible for complying with any conditions specified by any applicable Referral Agency. Should the Development Authority receive further conditions or requirements from external Agencies after the date of issuance of this Development Permit, the Applicant and/or Registered Landowner shall ensure those conditions are met within a reasonable timeframe to the satisfaction of the Development Authority or the applicable Referral Agency.**

6. Development and construction practices shall be in accordance with the provisions of the Land Use Bylaw 09-Z/18. Any damage to municipal infrastructure [including but not limited to hard-surfaced sidewalks or roads, and below-ground shallow utilities] as result of the approved development, shall be repaired or replaced by the Applicant and/or Registered Landowner. All costs incurred by the reconstruction of any damaged municipal

infrastructure shall be borne by the Applicant and/or Registered Landowner.

7. The Applicant and/or Registered Owner are responsible for ensuring that they or their contractors obtain all other required permits and inspections related to this development.

8. No construction or development is permitted on, over or under a Registered Right of Way. It is the responsibility of the Applicant and/or Registered Owner to identify, locate and understand the contents of all Registered Right of Ways Plans and Agreements.

9. The Applicant and/or Registered Landowner is responsible for ensuring that site grading is completed to provide effective site drainage in accordance with the Land Use Bylaw 09-Z/18, as amended. Stormwater run-off from the subject site will not be allowed to drain onto adjacent properties.

10. The Applicant and/or Registered Landowner shall install and maintain low-water-use plumbing fixtures only. As applicable, these fixtures shall have the following features:
    a. Toilets shall have a water capacity of up-to 6.0 litres per flush; and
    b. Shower heads shall have a water flow capacity of up-to 9.5 litres per minute.

11. The minimum building setbacks are as follows:
    a. Front yard: 40m / 131.2ft
    b. Rear yard: 30m / 98.5ft
    c. Side yard: 30m / 98.5ft

12. The maximum building height is 10m / 32.8ft.

13. A 2% variance to the minimum Habitable Floor Area requirement for a Dwelling Unit has been granted. The Land Use Bylaw requires a minimum dwelling size of 55 m^2 (592 ft^2), whereas the existing Second Single Detached Dwelling has a Habitable Floor Area of 53.7 m^2 (577.5 ft^2), resulting in an approved deficiency of 1.3 m^2 (14 ft^2).

14. Exterior lighting shall be designed, located, and arranged to be low glare in nature and to minimize light trespass on to adjacent properties. Light fixtures with a lumen output of greater than 2,000 lumens shall be fully shielded to the satisfaction of the Development Authority.

15. Unimpeded emergency vehicle access to the site shall be provided at all times during construction for this development.

16. The Applicant shall sort construction waste generated as a result of this development prior to transporting waste materials to a certified waste disposal facility. At minimum, the MD expects that materials such as asphalt shingles, brush and vegetation, metal, cardboard, drywall, and kiln-dried lumber are sorted for recycling purposes.

17. The exterior finish of all approved Development shall be completed within two (2) years from the date of the issuance of the Building Permit. As a fire protection measure, roofs shall be constructed of non-combustible or fire-retardant materials.

18. There shall be a minimum of two (2) on-site parking stalls for this development, and these parking stalls shall be in accordance with the provisions of the Land Use Bylaw 09-Z/18 as amended. Additional on-site parking stalls will be required for any future uses, such as a Home-Based Business.

19. The Applicant and/or Registered Landowner is responsible and shall apply for a Temporary Road Use Permit from the Municipal District of Bighorn No.8 for any construction activities taking place on municipal lands during the construction of this development.

20. The Applicant and/or Registered Landowner shall satisfy any Provincial regulations and requirements with respect to any potable water wells situated on the property and the use of such wells for residential water supply purposes.

21. Plants used for landscaping shall be hardy to the region and landscaping shall be completed so as to conform with the provisions of the Land Use Bylaw No. 09-Z/18. The use of water efficient landscaping techniques is encouraged, including the planting of native drought-tolerant vegetation in combination with pervious surface materials. Bear attractant vegetation and noxious or prohibited weeds or invasive plants shall not be used for landscaping.

22. The Applicant and/or Registered Landowner is encouraged to follow the FireSmart guidelines as set out by the Government of Alberta.

23. **The Applicant and/or Registered Landowner shall ensure that all development on the subject land remains in compliance with the terms and conditions of the registered Conservation Easement as amended or replaced.**

24. **All development shall be confined to the designated "Building Area" as identified in the registered Conservation Easement. No development, storage, or disturbance shall occur within the "Conservation Lands" unless as otherwise approved by the Conservation Easement holder and the Development Authority.**

25. The Applicant and/or Registered Landowner shall comply with all conditions and requirements identified by Western Sky Land Trust, including but not limited to the relocation or removal of any structures identified as not consistent with the Conservation Easement – this includes the existing two (2) Shipping Containers.

26. **Within ninety (90) days of the Development Permit taking effect, the Applicant shall submit a site plan to the Development Authority that identifies the proposed locations of the two (2) shipping containers on-site, to the satisfaction of the Development Authority.**

27. Development located in proximity to steep slopes shall be constructed strictly in accordance with the Geotechnical recommendations and Structural/Foundation Engineering drawings submitted as part of the application (PrairieGEO Geotechnical Investigation report (PGE-26-86-REV1), dated May 13, 2026, and SMP Services Corp. dated April 22, 2026). Any deviation from these recommendations shall require review and acceptance by a qualified professional engineer and the Development Authority's Third-Party Review Engineer.

28. The Slope Stability Report prepared by Prairie GEO Engineering, dated May 13, 2026, shall be registered as a Caveat on the Certificate of Title of the subject property.

29. **Prior to the continuation or completion of development, the Applicant and/or Registered Landowner shall provide confirmation that all required Safety Codes Permits have been obtained for existing and proposed structures.**

30. The Applicant and/or Registered Landowner shall ensure that the private wastewater system servicing the development is maintained in good working order at all times and operated in accordance with Provincial standards.

31. All buildings and structures approved under this Development Permit shall be utilized for **private residential or recreational purposes only.** The use of any structure for Short-Term Rental, Visitor Accommodation, or commercial purposes is not approved unless authorized under a separate Development Permit issued by the Development Authority.

32. Any Shipping Containers located on-site shall be screened from view from adjacent properties and roadways to the satisfaction of the Development Authority and shall not be used for human habitation or overnight accommodation. The Shipping Containers shall be relocated to the "Building Area" and shall meet the minimum required property line setbacks for the Conservation Easement District of the Land Use Bylaw.

33. **The Shipping Container shall not be used as a dwelling unit and shall not be used for any overnight sleeping accommodation purposes.**

34. The driveway approach shall meet the provisions of the Land Use Bylaw 09-Z/18, as amended, and the requirements of Policy T-25. Any changes to the existing driveway approach shall require approval from the MD.

35. The Registered Landowner is responsible for providing their own solid waste collection and disposal.

36. Development and construction activities shall be undertaken in a manner that prevents erosion, slope instability, or adverse drainage impacts. Surface drainage shall be directed on-site and shall not negatively impact adjacent lands or environmental features.

37. The Applicant and/or Registered Landowner shall be responsible for repairing any damage

to municipal infrastructure resulting from construction activity, at their sole cost.

38. Any future expansion, addition, or intensification of development beyond what is approved herein shall require a separate Development Permit approval.

39. The Applicant and/or Registered Landowner shall be responsible for reimbursing the Municipal District of Bighorn No.8 when invoiced for all third-party review costs incurred for the review of applicable documents for this development application in accordance with Fee Schedule Bylaw 12-25.

40. **Twenty-one (21) days from the first publication date you are authorized to proceed with the development approved under this Development Permit.**

I. Next Scheduled Meeting – For Information

The next Municipal Planning Commission will be held on June 24, 2026, at 9:00 a.m.

J. Meeting Adjournment

MOTION 07.05.2026 by **J. SMITH**

That the May 27, 2026 Municipal Planning Commission meeting be adjourned at 12:04 PM

CARRIED.

These minutes were approved at the June 24, 2026, Municipal Planning Commission Meeting.

Mark Merchant Municipal Planning Commission Chair	Jenny Kasprowicz Acting Director of Planning & Development Services

Municipal District of Bighorn No. 8

2 Heart Mountain Drive, P.O. Box 310, Exshaw, Alberta, T0L 2C0
Phone: (403) 673-3611 Fax: (403) 673-3895

Email: planning@mdbighorn.ca Website: www.mdbighorn.ca

May 28, 2026 DP 2026-012 (APPN-2026-0023)

MODA
C/O MOR BURG GEYKER
[redacted]

[redacted]

NOTICE OF APPROVAL

Development Permit Number:	DP 2026-012
Tax Roll Number:	2541906
Applicant:	MODA C/O MOR BURG GEYKER
Registered Landowner:	VICTOR CHOY
Civic Address:	19 BAGLEY PASS
Legal Land Location:	Plan 241 0875; Unit 8
Land Use District:	KANANASKIS RANCH DISTRICT (KR)
Development Involving:	Resort Accommodation (1 Unit) in the form of a Single Detached Dwelling **490.6m² / 5281.3ft²**

has been **APPROVED**, subject to the conditions on the attached sheet and as per the documentation submitted by the Applicant.

Upon receipt of this Notice of Approval, the Applicant is authorized to proceed with the development specified, provided that all conditions are complied with, and the development approved under this permit is in accordance with all approved plans and documentation submitted by the Applicant.

Date of Issue: May 28, 2026
Date Approval First Publicized: May 29, 2026
Date Permit Effective: May 28, 2026

Original Signed by Heather Moore

SIGNATURE OF DEVELOPMENT AUTHORITY
NAME: HEATHER MOORE

Original Signed by Jenny Kasprowicz

SIGNATURE OF ACTING DIRECTOR OF PLANNING & DEVELOPMENT SERVICES

1. A permit issued in accordance with this Notice of Approval is valid for a period of one (1) year from the date of its issue. If at the expiry of this period the development has not commenced or has not been carried with reasonable diligence, this Development Permit shall be null and void unless a Development Permit extension request has been filed with the Municipal District of Bighorn No.8 Planning & Development Services Department.

CONDITIONS OF APPROVAL

Development Permit Number: DP 2026-012 (APPN-2026-0023)

1. This development shall not be altered or modified from the approved plans and specifications shown in Schedule 'A' attached hereto submitted by the Applicant without written authorization from the Development Authority.

2. **One (1) Building Permit is required for this development (Resort Accommodation unit in the form of a Single Detached Dwelling).**

3. **Under Section 1 of the *New Home Buyer Protection Act*, a Resort Accommodation is classified as a hotel/motel and is exempt from the definition of a new home as interpreted by the regulations. The Applicant and/or Registered Landowner may choose to obtain a new home warranty if desired and must provide a copy of the New Home Warranty Certificate to the Development Authority.**

4. **The "Engineered Retaining Wall", as shown on Schedule A, shall be constructed in accordance with the engineered plans prepared by Prairie Geo Engineering, dated May 20, 2026,**

5. An Applicant and/or Registered Landowner for, or in possession of a valid Development Permit is not relieved from full responsibility for ascertaining, complying with, or carrying out development in accordance with the requirements of:
   a. The following legislation:
      i. Environment Protection and Enhancement Act;
      ii. National Building Code – Alberta Edition;
      iii. National Fire Code – Alberta Edition;
      iv. Natural Resources Conservation Board Act;
      v. Public Development Act;
      vi. Safety Codes Act;
      vii. Water Act; and
      viii. Any amendments thereto;
   b. The requirements of all applicable Municipal District of Bighorn No. 8 bylaws;
   c. The requirements of any other Federal, Provincial, or Municipal enactment or any other law; and
   d. The conditions of any Caveat, Restrictive Covenant, Easement, or any other registered instrument affecting the subject building or lands.

6. Contact Utility Safety Partners by phone +1-800-242-3447 or online https://utilitysafety.ca/ prior to commencing any construction.

7. **Ground disturbances and surface works within 30 meters require prior written approval from ATCO Transmission before commencing any work:**

    a. Municipal circulation file number must be referenced; proposed works must be compliant with ATCO Transmission requirements as set forth in the company's conditional approval letter.

    b. Contact ATCO Transmission Land Department at 1-888-420-3464 or email landadmin@atco.com for more information.

    c. ATCO Transmission recommends a minimum 15-meter setback from the centerline of the pipeline(s) to any buildings.

8. **The Applicant and/or Registered Landowner is responsible for complying with any conditions specified by any applicable Referral Agency. Should the Development Authority receive further conditions or requirements from external Agencies after the date of issuance of this Development Permit, the Applicant and/or Registered Landowner shall ensure those conditions are met within a reasonable timeframe to the satisfaction of the Development Authority or the applicable Referral Agency.**

9. All development should follow the FireSmart guidelines as set out by the Government of Alberta.

10. Each Resort Accommodation Unit must prominently display the posted Emergency Evacuation Plan(s) and have fire extinguishers conspicuously mounted.

11. Development and construction practices shall be in accordance with the provisions of the Land Use Bylaw 09-Z/18. Any damage to municipal infrastructure [including but not limited to hard-surfaced sidewalks or roads, and below-ground shallow utilities] as result of the approved development, shall be repaired or replaced by the Applicant and/or Registered Landowner. All costs incurred by the reconstruction of any damaged municipal infrastructure shall be borne by the Applicant and/or Registered Landowner.

12. No construction or development is permitted on, over or under a Registered Right of Way. It is the responsibility of the Applicant and/or Registered Owner to identify, locate and understand the contents of all Registered Right of Ways Plans and Agreements.

13. The Applicant and/or Registered Owner are responsible for ensuring that they or their contractors obtain all other required permits and inspections related to this development.

14. The civic address must be posted on the development.

15. The maximum height of the Resort Accommodation Unit (Single Detached Dwelling) shall not exceed 13m / 42.7ft. above finished grade.

16. The minimum building setbacks are as follows:

    a. Front yard: 6m / 19.7ft approved as per the submitted site plan, granted the building design meets the National Building Code – Alberta Edition requirements.

    b. Rear yard: 10m / 32.8ft.

c. Side yard: 3m / 9.8ft. approved as per the submitted site plan, granted the building design meets the National Building Code – Alberta Edition requirements.

17. In alignment with Subdivision Approval No. 2021-005, Kananaskis Guest Ranch (KR) District of LUB 09-Z/18, and the Kananaskis Guest Ranch Conceptual Scheme, this development has been granted approval as a Resort Accommodation Unit in the form of a Single Detached Dwelling. This Resort Accommodation Unit shall not be occupied or used in the form of permanent residential occupancy or staff accommodation without separate approval from the Development Authority.

18. The Registered Landowners shall comply with any regulations and obtain any approvals from Alberta Health Services as it relates to all aspects of the Resort Accommodation Use.

19. The operator of a Resort Accommodation Unit shall maintain records sufficient to establish compliance with Land Use Bylaw 09-z/18, as amended, in the form of a Guest Register or similar documentation and shall produce such records to the Development Authority upon request for the purpose of confirming compliance with the Land Use Bylaw. An online centralized Guest Register system may be used to fulfill this requirement. The details of the centralized Guest Register shall be provided to the Development Authority for review as part of the Development Permit application. The Guest Register or similar documentation shall contain the following information:

    a. Name of Guest(s);

    b. Licence plate number(s) of Guest(s); and

    c. Date(s) of occupancy of the Resort Accommodation Unit.

20. The Applicant and/or Registered Landowner must adhere to the conditions specified in the Access Easement Agreement, registered as Caveat 241 095 466 on the Certificate of Title.

21. The exterior finish of the Resort Accommodation Unit (Single Detached Dwelling) shall be completed within two (2) years from the date of the issuance of the Permit. As a fire protection measure, all roofs shall be constructed of non-combustible or fire-retardant materials.

22. The Applicant and/or Registered Landowner must ensure that site grading conforms to the requirements for effective site drainage as specified in Land Use Bylaw 09-Z/18, as amended. This grading must also adhere to the Subdivision Grading Plan prepared and stamped by A. Korzeniowski of J.K. Engineering Ltd. under Subdivision No. SD2021-005. It is imperative that stormwater runoff from the site does not discharge onto adjacent properties.

23. The Applicant and/or Registered Landowner is responsible and shall apply for a Temporary Road Use Permit from the Municipal District of Bighorn No.8 for any construction activities taking place on municipal lands during the construction of this development.

24. There shall be a minimum of three (3) on-site parking stalls for this development and these parking stalls shall be of the size and installed in accordance with the provisions of Land Use Bylaw No. 09-Z/18 as amended.

25. Parking spaces that are used towards the required parking stalls shall be available at all times for this purpose and not utilized for storage or other purposes. Parking for all guests shall be accommodated entirely on site.

26. Exterior lighting shall be designed, located, and arranged to be low glare in nature and to minimize light trespass on to adjacent properties. Light fixtures with a lumen output of greater than 2,000 lumens shall be fully shielded to the satisfaction of the Development Authority.

27. The development must utilize the Kananaskis Guest Ranch communal water and wastewater infrastructure. The Resort Accommodation Unit must maintain continuous connection to these communal service systems as per the Subdivision Approval SD2021-005 and its accompanying Development Agreement. All connections to the Resort Accommodation Unit must comply with all applicable Provincial regulations, including those of Alberta Health Services and any applicable Certified Alberta Safety Codes Officer requirements. The Registered Landowner bears sole responsibility and expense for arranging and maintaining these connections to the Condominium Unit.

28. All outdoor solid waste containers shall be animal proof and in accordance with the Solid Waste Management Bylaw.

29. The Registered Landowner is responsible for providing their own solid waste collection and disposal.

30. The Applicant and/or Registered Landowner shall install low-water-use plumbing fixtures only. As applicable, these fixtures shall have the following features:

    a. Toilets shall have a water capacity of up-to 6.0 litres per flush; and

    b. Shower heads shall have a water flow capacity of up-to 9.5 litres per minute.

31. Plants used for landscaping shall be hardy to the region and landscaping shall be completed so as to conform with the provisions of the Land Use Bylaw No. 09-Z/18. The use of water efficient landscaping techniques is encouraged, including the planting of native drought-tolerant vegetation in combination with pervious surface materials. Bear attractant vegetation and noxious or prohibited weeds or invasive plants shall not be used for landscaping.

32. The Applicant and/or Registered Landowner is hereby advised that Architectural Guidelines are registered on title for the subject property under Document No. 241 095 464. All development, construction, exterior alterations, and site improvements associated with this development permit must comply with the registered Architectural Guidelines. Compliance with the Architectural Guidelines is the responsibility of the Applicant and/or Registered Landowner, and this Development Permit does not relieve that obligation.

33. Fire Prevention:

    a. Roofs shall be constructed of non-combustible or fire-retardant materials;

    b. The installation of spark arresters on chimneys and stovepipes is required; and

    c. Exterior siding shall be constructed of fire-retardant materials.

34. **A Construction Fire Safety plan shall be submitted for approval to the MD's Fire Safety Codes Officer prior to the commencement of construction** and unimpeded emergency vehicle access to the site shall be provided at all times during construction for this development.

35. The Applicant and/or Registered Landowner shall sort construction waste generated as a result of this development prior to transporting waste materials to a certified waste disposal facility. At minimum, the Municipal District of Bighorn No.8 expects that materials such as asphalt shingles, brush and vegetation, metal, cardboard, drywall, and kiln-dried lumber are sorted for recycling purposes.

36. **Another Development Permit is required for any signage for the Resort Accommodation Unit.**

37. **Another Development Permit is required for any proposed Minor Home-Based Business or Staff Accommodation. Please contact the Municipal District of Bighorn No.8 Planning & Development Services Department if you plan to intensify the use of this property.**

Please Note: No appeal lies in respect of the issuance of a Development Permit for a permitted use unless the provisions of the Land Use Bylaw were relaxed, varied or misinterpreted – Section 685(3) of the *Municipal Government Act*.

COMMENCEMENT OF ANY DEVELOPMENT PRIOR TO THE DATE THAT THIS PERMIT COMES INTO EFFECT IS DONE SOLELY AT THE RISK OF THE APPLICANT

A BUILDING PERMIT MUST BE OBTAINED WITH THE APPLICABLE BUILDING PERMIT PLACARD POSTED AT THE SITE, PRIOR TO THE START OF CONSTRUCTION

SCHEDULE A
DP 2026-012
PAGE 1 OF 1

SITE / LANDSCAPE LEGEND

- 0000.00 — EX SPOT GEODETIC ELEVATION POINT.
- 0000.00 — PROP SPOT GEODETIC ELEVATION POINT.
- ELEC — ELECTRICAL LINE
- GAS — GAS LINE
- SAN — SANITARY LINE
- STRM — STORM LINE
- WATR — WATER LINE
- PROPERTY LINE
- SETBACK LINE
- UTILITY RIGHT-OF-WAY EDGE LINE
- PROP CONC. FINISH: BRUSHED. JOINTS: SAWCUT.
- PROP CONC - SUPPORTING 25,000 KG. FINISH: BRUSHED. JOINTS: SAWCUT.
- PROP METAL GRATE RAISED WALKWAY.

TREE LEGEND

EXISTING TREE TO BE RETAINED

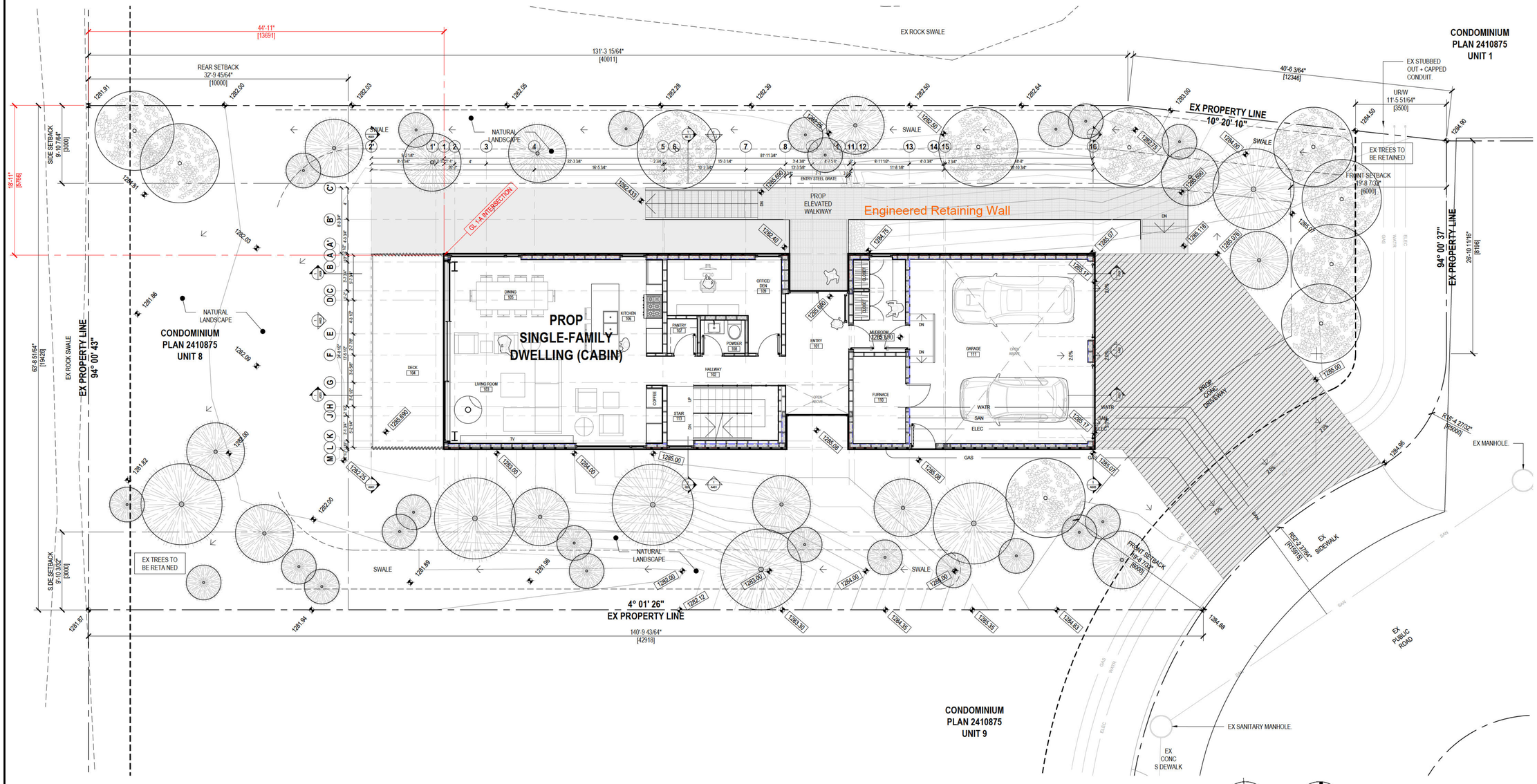
DECIDUOUS TREES

COMMON NAME:	TREMBLING ASPEN
SCIENTIFIC NAME:	POPULUS TREMULOIDES
MATURE HEIGHT:	15.0 M [49'-2"]
MATURE SPREAD:	6.0 M [20'-0"]
PLANTING SIZE:	65 MM CAL
QUANTITY:	10
LOW WATER:	LUB 556, TABLE 3.

LANDSCAPE GENERAL NOTES

1. ALL EXISTING MATURE TREES ALONG PROPERTY LINES SHALL BE RETAINED AND PROTECTED WHEREVER POSSIBLE. TREE PRESERVATION MEASURES MUST BE IMPLEMENTED DURING CONSTRUCTION TO MINIMIZE ROOT DISTURBANCE AND CANOPY DAMAGE. REMOVAL OF MATURE TREES SHOULD OCCUR ONLY WHEN NECESSARY FOR GRADING, ACCESS, OR SAFETY, AND SHALL BE APPROVED BY THE OWNER AND/OR RELEVANT AUTHORITY PRIOR TO REMOVAL.
2. ALL NEW ASPEN TREES ARE TO BE PLANTED ALONG THE WESTERN AND NORTH-WESTERN PROPERTY LINES. FINAL LOCATIONS AND QUANTITIES SHALL BE DETERMINED BY THE LANDSCAPER ON-SITE, IN COORDINATION WITH EXISTING VEGETATION AND SITE CONDITIONS.
3. SOME TREES WERE OMITTED FROM THE DRAWING FOR CLARITY TO SHOW DRAINAGE AND OTHER SITE INFORMATION.

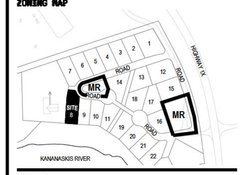
MO
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NOTES

1. THIS DRAWING, AS AN INSTRUMENT OF SERVICE, IS THE PROPERTY OF MODERN OFFICE OF DESIGN + ARCHITECTURE AND MAY NOT BE REPRODUCED WITHOUT THEIR PERMISSION AND UNLESS THE REPRODUCTION CARRIES THEIR NAME. ALL DESIGNS AND OTHER INFORMATION SHOWN ON THIS DRAWING ARE FOR USE OF THE SPECIFIED PROJECT ONLY AND SHALL NOT BE USED OTHERWISE WITHOUT WRITTEN PERMISSION OF THE ARCHITECTS.
2. THIS DRAWING IS NOT TO BE USED FOR CONSTRUCTION UNTIL SIGNED BY THE CONSULTANT.
3. THE GENERAL CONTRACTOR SHALL VERIFY ALL DIMENSIONS, DATUMS AND LEVELS PRIOR TO THE COMMENCEMENT OF THE WORK AND IS RESPONSIBLE FOR REPORTING DISCREPANCIES AND/OR OMISSIONS TO THE ARCHITECTS IMMEDIATELY.
4. THIS DRAWING IS TO BE READ IN CONJUNCTION WITH STRUCTURAL, MECHANICAL, ELECTRICAL AND ANY OTHER APPLICABLE CONSULTANT'S DRAWINGS.
5. THE DRAWINGS MUST NOT BE SCALED.

ZONING MAP



ISSUED

A	IFR	2025-08-29
B	IFR R1	2025-10-27
C	IFR R2	2025-11-13
D	IFR R3	2025-12-02
E	IFR R4	2025-12-12
F	IFDP	2026-03-17
G	IFDP R1	2026-05-07

REVISIONS

STAMP

PROJECT

NAME: CHOY CABIN
NUMBER: 25006
ADDRESS: BREWSTER'S KANANASKIS RANCH DEVELOPMENT RANGE RD 630 M.D. OF RURAL, AB T0L 2C1, LOT 8
LEGAL: CONDOMINIUM PLAN 2410875 UNIT 8
DP NO
BP NO

CONSULTANT

Modern Office of Design + Architecture

520 12th Avenue SW
Calgary, Alberta
Canada T2R 0H3

info@mode.ca
+1 403 286 2182
mode.ca

DUSTIN COUSINS Architect, AAA, Principal
BEN KLUMPER Architect, AAA, Principal

DRAWING INFORMATION

SCALE: 1:75
DRAWN BY: MBG
CHECKED BY: DV

SITE PLAN / LANDSCAPE PLAN

A101

Municipal District of Bighorn No. 8

2 Heart Mountain Drive, P.O. Box 310, Exshaw, Alberta, T0L 2C0
Phone: (403) 673-3611 Fax: (403) 673-3895

Email: planning@mdbighorn.ca Website: www.mdbighorn.ca

June 3, 2026 DP 2025-059 (APPN-0090)

CLIFF RESORTS
C/O ROY MEES, PREMIER BUILDING SOLUTIONS
[redacted]

NOTICE OF APPROVAL

Development Permit Number:	DP 2025-059 (APPN-2025-0090)
Tax Roll Number:	2401416
Applicant:	ROY MEES, PREMIER BUILDING SOLUTIONS
Leaseholder:	CLIFF RESORTS (2252206 ALBERTA LTD.)
Registered Landowner:	MD OF BIGHORN NO. 8
Civic Address:	200 – 250 2ND STREET
Legal Land Location:	Plan 881 1380; Block 4; Lot 1
Land Use District:	PUBLIC SERVICE (P) DISTRICT
Development Involving:	Development of a Temporary Parking Lot (2,090m² / 22,500ft²) for a Two (2) Year Term to Accommodate Construction Personnel, Subcontractors, and Light Equipment for development located at property legally described as Plan 221 1439; Block 2; Lot 7

has been **APPROVED**, subject to the conditions on the attached sheet and as per the documentation submitted by the Applicant. Upon receipt of this Notice of Approval, the Applicant is authorized to proceed with the development specified, provided that all conditions are complied with, and the development approved under this permit is in accordance with all approved plans and documentation submitted by the Applicant.

Date of Issue: June 3, 2026

Date Approval First Publicized: June 4, 2026

Date Permit Effective: June 3, 2026

Original Signed By Katy Stewart

SIGNATURE OF DEVELOPMENT AUTHORITY

Original Signed By Jenny Kasprowicz

SIGNATURE OF ACTING DIRECTOR OF PLANNING & DEVELOPMENT SERVICES

NAME: KATY STEWART

1. A permit issued in accordance with this Notice of Approval is valid for a period of one (1) year from the date of its issue. If at the expiry of this period the development has not commenced or has not been carried out with reasonable diligence, this Development Permit shall be null and void unless a Development Permit extension request has been filed with the Municipal District of Bighorn No.8 Planning & Development Services Department.

CONDITIONS OF APPROVAL

Development Permit Number: DP 2025-059

1. This development shall not be altered or modified from the approved plans and specifications submitted [Attached as Schedule 'A'] by the Applicant and/or Leaseholder without written authorization from the Development Authority.

2. No Building Permit is required for this Development Permit.

3. This Development Permit is consistent with the approved Parking Lease Agreement dated October 24, 2025, between Cliff Resorts (2252206 Alberta Ltd., the "Leaseholder") and the Municipal District of Bighorn No. 8. The lease authorizes the use of a staged parking area totaling 2,090 m² / 22,500 ft² for the sole purpose of providing parking to private commuter vehicles owned by the construction crew, contractors and developers for a maximum period of two (2) years, associated with the development of Plan 221 1439; Block 2; Lot 7. No parking, storage, or other development shall occur within the lease area except as expressly authorized under the terms of the lease and as illustrated in Schedule 'A'.

4. **This Temporary Development Permit shall expire on November 5, 2027, after which all authorized uses must cease unless otherwise approved in writing by the Development Authority.**

5. **Prior to commencement of development, the Applicant and/or Leaseholder shall provide a security deposit in the amount of $30,000.00, in the form of cash or an Irrevocable Letter of Credit payable to the Municipal District of Bighorn No. 8, to ensure compliance with all conditions of this Development Permit and Lease Agreement, including but not limited to site restoration in accordance with the approved Reclamation Plan.**

   The Security may be drawn upon, in whole or in part, by the MD in the event that the Applicant and/or Leaseholder fails to fulfill the requirements of this Development Permit. The Security shall be released, in whole or in part, upon satisfactory completion of all required works as determined by the Development Authority.

6. **This Development Permit is subject to the temporary parking area *Reclamation Plan* dated June 1, 2026, and any revisions hereto, prepared by Premier Building Solutions. All works shall be completed in accordance with the approved plan, including minimal surface preparation (no excavation), placement of Silt Fence, and installation of approximately 150mm / 6 in. of recycled concrete. Installation shall be completed within one (1) month of commencement, and inspections shall be requested at key stages to the satisfaction of the Development Authority.**

   Upon expiry or termination of this permit, all materials shall be removed and the site restored to its pre-development condition, including re-grading and reseeding with native vegetation. Final reclamation shall be inspected and approved by the MD's Compliance Officer and / or Agricultural Fieldman, to the satisfaction of the Development Authority.

7. An Applicant for, or in possession of a valid Development Permit is not relieved from full responsibility for ascertaining, complying with, or carrying out development in accordance with the requirements of:
   a. The following legislation:
      i. Environment Protection and Enhancement Act;
      ii. National Building Code – Alberta Edition;
      iii. National Fire Code – Alberta Edition;
      iv. Natural Resources Conservation Board Act;
      v. Public Development Act;
      vi. Safety Codes Act;
      vii. Water Act; and
      viii. Any amendments thereto;
   b. The requirements of all applicable Municipal District of Bighorn No. 8 bylaws;
   c. The requirements of any other Federal, Provincial, or Municipal enactment or any other law; and
   d. The conditions of any Caveat, Restrictive Covenant, Easement, or any other registered instrument affecting the subject building or lands.

8. Contact Utility Safety Partners by phone +1-800-242-3447 or online https://utilitysafety.ca/ prior to commencing any construction.

9. Development and construction practices shall be in accordance with the provisions of the Land Use Bylaw 09-Z/18. Any damage to municipal infrastructure [including but not limited to hard-surfaced sidewalks or roads, and below-ground shallow utilities] as result of the approved development, shall be repaired or replaced by the Applicant and/or Leaseholder. All costs incurred by the reconstruction of any damaged municipal infrastructure shall be borne by the Applicant and/or Leaseholder.

10. No construction or development is permitted on, over or under a Registered Right of Way. It is the responsibility of the Applicant and/or Leaseholder to identify, locate and understand the contents of all Registered Right of Ways Plans and Agreements.

11. The Applicant and/or Leaseholder is responsible for complying with any conditions specified by any applicable Referral Agency. Should the Development Authority receive further conditions or requirements from external Agencies after the date of issuance of this Development Permit, the Applicant and/or Leaseholder shall ensure those conditions are met within a reasonable timeframe to the satisfaction of the Development Authority or the applicable Referral Agency.

12. The Applicant and/or Leaseholder shall comply with all terms and conditions of the *Facility Crossing Agreement* dated October 16, 2025, between Fortis Alberta Inc. and Premier Building Solutions Ltd. (the "Grantee"). Failure to comply with the agreement may result in suspension of this Development Permit or it being revoked.

13. The Applicant and/or Leaseholder is responsible for ensuring that they or their contractors obtain all other required permits and inspections related to this development.

14. The minimum setbacks and height requirements for the Public Service District are as follows:

    a. Front yard: 6m / 19.7ft.

    b. Rear yard: 6m / 19.7ft.

    c. Side yard: 2m / 6.6ft.

    d. Building Height: 12m / 39.4ft

    Notwithstanding the above, all development shall be wholly contained within the limits of the current lease area established between the leaseholder and the Municipal District of Bighorn as shown on Schedule 'A'. No portion of the temporary parking area shall encroach beyond the lease boundary.

    The lease boundary may be amended from time to time in accordance with the terms of the Lease Agreement. It is the responsibility of the Applicant and/or Leaseholder to ensure that all development remains in compliance with the current lease boundary at all times.

15. The Applicant and/or Leaseholder is responsible for ensuring that site grading is completed to provide effective site drainage in accordance with the Land Use Bylaw 09-Z/18, as amended. It is imperative that stormwater run-off from the site does not negatively discharge onto adjacent properties.

16. Any exterior lighting shall be designed, located, and arranged to be low glare in nature and to minimize light trespass on to adjacent properties. Light fixtures with a lumen output of greater than 2,000 lumens shall be fully shielded to the satisfaction of the Development Authority.

17. Unimpeded emergency vehicle access to the site shall be provided at all times during construction for this development.

18. The Applicant and/or Leaseholder shall ensure that the site is maintained in a clean and tidy condition at all times. Any garbage, debris, or waste generated by users of the temporary parking area shall be promptly collected and disposed of at an approved off-site waste disposal facility. Under no circumstances shall waste be stored, accumulated, or permitted to be littered on the subject lands.

19. The Applicant and/or Leaseholder shall install and maintain, at all times, an entrance gate and perimeter fencing around the approved parking area to clearly delineate the lease area from the remainder of the lands and to prevent unauthorized public access to the satisfaction of the

Development Authority. All costs associated with the installation, maintenance, repair, and replacement of the gate and fencing shall be the sole responsibility of the Applicant and/or Leaseholder. Any gate or fencing that becomes damaged, displaced, or non-functional for any reason, including but not limited to wind or weather events, shall be repaired or reinstated immediately to the satisfaction of the Development Authority.

20. The Applicant and/or Leaseholder shall install and maintain signage at the entrance to the approved parking area indicating that the area is for private use only and that unauthorized vehicles may be subject to towing. All signage shall be maintained in good condition, legible at all times, and to the satisfaction of the Development Authority.

21. The approved temporary parking area shall be used solely for the purposes authorized under this Development Permit. Under no circumstances shall the parking area be used for overnight camping, including within recreational vehicles, or for the storage of derelict vehicles, materials, or equipment. Any use of the site that is not expressly authorized under this Development Permit is prohibited.

22. The Applicant and/or Leaseholder shall be responsible for all snow clearing, sweeping, and dust suppression (including watering) within the approved temporary parking area. All maintenance shall be carried out on an ongoing basis and to the satisfaction of the Development Authority.

23. The Applicant and/or Leaseholder shall ensure that unobstructed access to all groundwater monitoring stations identified on Schedule 'A' is maintained at all times for the Municipal District. No parking, storage, or other obstruction shall occur that restricts access to these monitoring stations.

24. The Applicant and/or Leaseholder shall ensure that the use of the temporary parking area by its employees, agents, contractors, or invitees does not impede or interfere with Municipal District capital works or infrastructure projects, including but not limited to the Dead Man's Flats Second Avenue Streetscape Project, the Third Avenue Parking Loop Project, and any associated construction activities. Where required, the Applicant and/or Leaseholder shall immediately comply with any direction from the MD to modify operations or temporarily vacate all or a portion of the site to accommodate such work.

25. The Applicant and/or Leaseholder shall ensure that all employees, agents, contractors, and invitees utilize the approved parking area in accordance with this Development Permit. No parking shall occur outside the approved parking area within the subject lands. All users shall comply with all applicable MD bylaws, including those related to parking, noise, nuisance, and traffic.

26. The approved temporary parking area shall not be assigned, sublet, or otherwise used by any other party without prior written authorization from the Development Authority. Any request for such authorization shall be submitted in writing a minimum of thirty (30) days in advance.

27. The Applicant and/or Leaseholder shall be responsible for the repair, at their sole cost, of any damage to the subject lands or to municipal or third-party infrastructure (including surface and subsurface works) caused by the Applicant and/or Leaseholder or their employees, agents, contractors, or invitees, to the satisfaction of the Development Authority.

28. No trees shall be removed from the subject lands without prior written approval from the Development Authority.

29. **After expiry of this Development Permit, the Applicant and/or Leaseholder shall, within sixty (60) days, remove all improvements, materials, and equipment associated with the approved use and restore the site in accordance with the Parking Lease Agreement and the Reclamation Plan approved by the Development Authority.**

30. The Development Authority may conduct inspections of the site at any time to ensure compliance with this Development Permit. The Applicant and/or Leaseholder shall grant access to the Development Authority into the temporary parking area and address and rectify any deficiencies or non-compliance identified by the Development Authority within the timeframe specified, to the satisfaction of the Development Authority.

Please Note: No appeal lies in respect of the issuance of a Development Permit for a permitted use unless the provisions of the Land Use Bylaw were relaxed, varied or misinterpreted (Section 685(3) of the Municipal Government Act).

COMMENCEMENT OF ANY DEVELOPMENT PRIOR TO THE DATE THAT THIS PERMIT COMES INTO EFFECT IS DONE SOLELY AT THE RISK OF THE APPLICANT



PROPOSED DEVELOPMENT DESCRIPTION – HEAVY MACHINE AND CONSTRUCTION PARKING

WE PROPOSE TO ESTABLISH A TEMPORARY CONSTRUCTION SITE PARKING AREA ON THE VACANT LOT AT 250 2 ST, DEAD MAN'S FLATS, AB T1W 0K5.

WHO: THE PARKING AREA WILL BE USED BY PREMIER BUILDING SOLUTIONS FOR CONSTRUCTION PERSONNEL, SUBCONTRACTORS, AND LIGHT EQUIPMENT.

WHAT: TEMPORARY GRAVEL OR COMPACTED SURFACE FOR VEHICLE PARKING AND SMALL EQUIPMENT STAGING. NO PERMANENT STRUCTURES OR UTILITIES WILL BE INSTALLED. THE SITE WILL INCLUDE BASIC SIGNAGE AND SAFETY BARRIERS AS NEEDED.

WHERE: WITHIN THE BOUNDARIES OF THE VACANT GRASS LOT AT 250 2 ST, DEAD MAN'S FLATS, AB T1W 0K5, MAINTAINING CLEAR ACCESS AND REQUIRED SETBACKS FROM ADJACENT PROPERTIES AND ROADWAYS.

WHEN: TEMPORARY USE DURING THE ACTIVE CONSTRUCTION PHASE, FROM OCT 2025 TO NOV 2027.

WHY: TO PROVIDE SAFE, ORGANIZED, ON-SITE PARKING FOR CONSTRUCTION WORKERS AND EQUIPMENT, REDUCE STREET CONGESTION, AND IMPROVE SITE SAFETY AND LOGISTICS.

LEGEND:

- Subject Site - 881 1380; 4; 1MR
- Parking Lease Area - Cliff Resort
- Parking Area Access / Ped Crossing Signage
- Groundwater Monitoring Well
- No Parking Access
- Parking Area Access and Exit
- Site Signage Near Access Area



PREMIER BUILDING SOLUTIONS
15 - 7459 EDGAR INDUSTRIAL BEND
RED DEER, AB. T4P 3Z5 Phone: (403) 346-5566
admin@premierbuilding.com www.premierbuilding.ca

N

SITE PLAN

SCALE: 1/128" = 1'–0"

LEGAL DESCRIPTION
LOT 1-MR
BLOCK 4
PLAN NO. 8811380

CIVIC ADDRESS
250 2 ST, DEAD MAN'S FLATS,
AB T1W 0K5

DEVELOPMENT PERMIT NO. 2025-059
SCHEDULE 'A' - PAGE 1 OF 1

NO.	DATE	REVISIONS

APPROVED | CHECKED | DRAWN: BE
SCALE: AS SHOWN | DATE: OCT 15 2025
TITLE
PROJECT NUMBER: Drawing1ll. | DRAWING NUMBER: A-001

Municipal District of Bighorn No. 8

2 Heart Mountain Drive, P.O. Box 310, Exshaw, Alberta, T0L 2C0
Phone: (403) 673-3611 Fax: (403) 673-3895

Email: planning@mdbighorn.ca Website: www.mdbighorn.ca

June 12, 2026

EXSHAW COMMUNITY ASSOCIATION

[redacted]

NOTICE OF APPROVAL

Development Permit Number:	DP 2026-022 (APPN-2026-0035)
Tax Roll Number:	2541102
Applicant:	EXSHAW COMMUNITY ASSOCIATION C/O PAUL BUCK & LINDA LEMERY
Registered Landowner:	EXSHAW COMMUNITY ASSOCIATION
Civic Address:	291 DIAMOND DRIVE, EXSHAW
Legal Land Location:	PLAN 021 1419; BLOCK 3; LOT 1
Land Use District:	PUBLIC SERVICE DISTRICT (P)
Development Involving:	PARK (18 HOLE DISC GOLF COURSE, APPROXIMATELY 30,000m² / 322,917ft²)

has been **APPROVED** in accordance with Land Use Bylaw No. 09-Z/18 as amended and subject to the conditions on the attached sheet and as per the documentation submitted by the Applicant. Twenty-One (21) days after the first publication date the Applicant is authorized to proceed with the development specified, provided that all conditions are complied with, and the development approved under this permit is in accordance with all approved plans and documentation submitted by the Applicant. Should an appeal be filed with the Subdivision and Development Appeal Board against this decision, this Development Permit is null and void.

Date of Issue: June 12, 2026

Date Approval First Publicized: June 15, 2026

Date Permit Effective: June 12, 2026

Original Signed by Katy Stewart

SIGNATURE OF DEVELOPMENT AUTHORITY:
KATY STEWART

Original Signed by Hayley Gavin

SIGNATURE OF DIRECTOR OF PLANNING &
DEVELOPMENT SERVICES

1. A permit issued in accordance with this Notice of Approval is valid for a period of one (1) year from the date of its issue. If at the expiry of this period the development has not commenced or has not been carried out with reasonable diligence, this Development Permit shall be null and void unless a Development Permit extension request has been filed with the Municipal District of Bighorn No.8 Planning & Development Services Department.

CONDITIONS OF APPROVAL

Development Permit Number: DP 2026-022 (APPN-2026-0035)

1. This development shall not be altered or modified from the approved plans and specifications submitted [Attached as Schedule 'A'] by the Applicant without written authorization from the Development Authority.

2. This Development Permit does not exempt the Applicant and/or Registered Landowner from obtaining any permits, approvals, or authorizations required by applicable legislation. Any required Safety Codes Permits shall be obtained as determined by the Authority Having Jurisdiction.

3. **The Applicant and/or Registered Landowner shall ensure that the Park (Disc Golf Course) and all associated activities operate in accordance with the Municipal District of Bighorn's Noise Control Bylaw and Nuisance Control Bylaw, as amended from time to time. General public use of the Park shall be restricted to 07:00 hours (7:00 a.m.) and 23:00 hours (11:00 p.m.) daily, and no activities that create unreasonable noise or nuisance shall occur outside of these hours.**

4. **The Applicant and/or Registered Landowner shall ensure that the existing recreation area parking lot, containing approximately 30 to 40 parking stalls as shown on Schedule 'A', is used to accommodate all parking associated with the Disc Golf Course.**

5. An Applicant for, or in possession of a valid Development Permit is not relieved from full responsibility for ascertaining, complying with, or carrying out development in accordance with the requirements of:
    a. The following legislation: Environment Protection and Enhancement Act;
        i. National Building Code – Alberta Edition;
        ii. National Fire Code – Alberta Edition;
        iii. Natural Resources Conservation Board Act;
        iv. Public Development Act;
        v. Safety Codes Act;
        vi. Water Act; and
        vii. Any amendments thereto;
    b. The requirements of all applicable Municipal District of Bighorn No. 8 bylaws;
    c. The requirements of any other Federal, Provincial, or Municipal enactment or any other law; and
    d. The conditions of any Caveat, Restrictive Covenant, Easement, or any other registered instrument affecting the subject building or lands.

6. Contact Utility Safety Partners by phone +1-800-242-3447 or online https://utilitysafety.ca/ prior to commencing any construction.

7. Development and construction practices shall be in accordance with the provisions of the Land Use Bylaw 09-Z/18. Any damage to municipal infrastructure [including but not limited to hard-surfaced sidewalks or roads, and below-ground shallow utilities] as result of the approved development, shall be repaired or replaced by the Applicant and/or Registered Landowner. All costs incurred by the reconstruction of any damaged municipal infrastructure shall be borne by the Applicant and/or Registered Landowner.

8. **No construction or development is permitted on, over or under a Registered Right of Way. It is the responsibility of the Applicant and/or Registered Owner to identify, locate and understand the contents of all Registered Right of Ways Plans and Agreements.**

9. The Applicant and/or Registered Landowner shall ensure that no Disc Golf Course features, pathways, associated improvements, grading, vegetation removal, or other site disturbance occurs within or encroaches upon the Environmental Reserve (Plan 021 1419; Block 3; Lot 2ER) located along the southern boundary of the subject property.

10. **The Applicant and/or Registered Landowner shall ensure that all development is located outside of the Utility Right-of-Way (URW 241 0358) established by Alberta Transportation and Economic Corridors and registered on title under Caveat 241 045 261. No development or site disturbance shall occur within the Utility Right-of-Way without the prior written authorization of the rights holder.**

11. **Any signage shall require a separate Development Permit application and are subject to approval by the Development Authority.**

12. The Applicant and/or Registered Owner is responsible for ensuring that they or their contractors obtain all other required permits and inspections related to this development.

13. The maximum height within the Public Services District is 12m / 39.4ft.

14. The minimum building setbacks are as follows:
    a. Front Yard: 6m / 19.7ft.
    b. Side yard: 2m / 6.6ft.
    c. Rear Yard: 6m / 19.7ft.

15. The Applicant and/or Registered Landowner is responsible for ensuring that any site grading is completed to provide effective site drainage in accordance with the Land Use Bylaw 09-Z/18. It is imperative that stormwater runoff from the site does not discharge onto adjacent properties.

16. Exterior lighting shall be designed, located, and arranged to be low glare in nature and to minimize light trespass on to adjacent properties. Light fixtures with a lumen output of greater than 2,000 lumens shall be fully shielded to the satisfaction of the Development Authority.

17. **The Applicant and/or Registered Landowner is responsible for ensuring the Park (Disc Golf Course) remains in good condition and shall repair or replace the Park structures should they fall into disrepair to the satisfaction of the Development Authority.**

Advisory Note: The Applicant and/or Registered Landowner is responsible for ensuring that all required liability insurance and other applicable insurance coverage is maintained for the operation of the Disc Golf Course. The Municipal District of Bighorn recommends that the Applicant consult with their insurance provider prior to commencing operation of the use.

Please Note: No appeal lies in respect of the issuance of a Development Permit for permitted use unless the provisions of the Land Use Bylaw were relaxed, varied or misinterpreted (Section 685(3) of the Municipal Government Act).


FRONT YARD SETBACK
SIDE
50M / 164.04ft
Front yard setback
to first Basket / Fairway
Diamond Drive
ETBACK
Path
fairways
Baskets
REAR YARD SETBACK
50M / 164.04ft
Rear yard setback
to last Basket / Fairway
No signage is proposed for this development
Hours of operation to follow MD Nuisance and Noise Bylaws


0.03 km²
Click to add a vertex or double click to stop measuring
Jura Creek
51.0617, -115.1452




Recreation Grounds Parking
30-40 Vehicles

Municipal District of Bighorn No. 8

2 Heart Mountain Drive, P.O. Box 310, Exshaw, Alberta, T0L 2C0
Phone: (403) 673-3611 Fax: (403) 673-3895

Email: planning@mdbighorn.ca Website: www.mdbighorn.ca

June 12, 2026 DP 2026-027 (APPN – 2026-0042)

VICTOR BAUDEAN AND ELISE GAGNE

[redacted]

NOTICE OF APPROVAL

Development Permit Number:	DP 2026-027 (APPN – 2026-0042)
Tax Roll Number:	187279
Applicant:	VICTOR BAUDEAN AND ELISE GAGNE
Registered Landowner:	VICTOR BAUDEAN AND ELISE GAGNE
Civic Address:	7 FORTRESS MOUNTAIN WAY, EXSHAW
Legal Land Location:	PLAN 3032 GH; BLOCK 2; LOT 12
Land Use District:	HAMLET SERVICED RESIDENTIAL DISTRICT
Development Involving:	Addition to an Existing Single Detached Dwelling – measuring 46.8m^2 / 503.8ft^2 including a main floor level and a basement level

has been **APPROVED**, subject to the conditions on the attached sheet and as per the documentation submitted by the Applicant. Upon receipt of this Notice of Approval, the Applicant is authorized to proceed with the development specified, provided that all conditions are complied with, and the development approved under this permit is in accordance with all approved plans and documentation submitted by the Applicant.

Date of Issue: June 12, 2026
Date Approval First Publicized: June 15, 2026
Date Permit Effective: June 12, 2026

Original Signed by Heather Moore

SIGNATURE OF DEVELOPMENT AUTHORITY
HEATHER MOORE

Original Signed by Hayley Gavin

SIGNATURE OF DIRECTOR OF PLANNING & DEVELOPMENT SERVICES

1. A permit issued in accordance with this Notice of Approval is valid for a period of one (1) year from the date of its issue. If at the expiry of this period the development has not commenced or has not been carried out with reasonable diligence, this Development Permit shall be null and void unless a Development Permit extension request has been filed with the Municipal District of Bighorn No.8 Planning & Development Services Department.

CONDITIONS OF APPROVAL

Development Permit Number: DP 2026-027 (APPN – 2026-0042)

1. This development shall not be altered or modified from the approved plans and specifications submitted [Attached as Schedule 'A'] by the Applicant without written authorization from the Development Authority.

2. **One [1] Building Permit is required for this Development Permit (Addition to Single Detached Dwelling).**

3. An Applicant for, or in possession of a valid Development Permit is not relieved from full responsibility for ascertaining, complying with, or carrying out development in accordance with the requirements of:

    a. The following legislation:

        i. Environment Protection and Enhancement Act;

        ii. National Building Code – Alberta Edition;

        iii. National Fire Code – Alberta Edition;

        iv. Natural Resources Conservation Board Act;

        v. Public Development Act;

        vi. Safety Codes Act;

        vii. Water Act; and

        viii. Any amendments thereto;

    b. The requirements of all applicable Municipal District of Bighorn No. 8 bylaws;

    c. The requirements of any other Federal, Provincial, or Municipal enactment or any other law; and

    d. The conditions of any Caveat, Restrictive Covenant, Easement, or any other registered instrument affecting the subject building or lands.

4. **The Applicant and/or Registered Landowner is responsible for complying with any conditions specified by any applicable Referral Agency. Should the Development Authority receive further conditions or requirements from external Agencies after the date of issuance of this Development Permit, the Applicant and/or Registered Landowner shall ensure those conditions are met within a reasonable timeframe to the satisfaction of the Development Authority or the applicable Referral Agency.**

5. Contact Utility Safety Partners by phone +1-800-242-3447 or online https://utilitysafety.ca/ prior to commencing any construction.

6. Development and construction practices shall be in accordance with the provisions of the Land Use Bylaw 09-Z/18. Any damage to municipal infrastructure [including but not limited to hard-surfaced sidewalks or roads, and below-ground shallow utilities] as result of the approved development, shall be repaired or replaced by the Applicant and/or Registered Landowner. All costs incurred by the reconstruction of any damaged municipal infrastructure shall be borne by the Applicant and/or Registered Landowner.

7. No construction or development is permitted on, over or under a Registered Right of Way. It is the responsibility of the Applicant and/or Registered Owner to identify, locate and understand the contents of all Registered Right of Ways Plans and Agreements.

8. The Applicant and/or Registered Owner are responsible for ensuring that they or their contractors obtain all other required permits and inspections related to this development.

9. The minimum building setbacks are as follows:
    a. Front yard: 5m / 16.4ft
    b. Rear yard: 8m / 26.25ft
    c. Side yard: 1.5m / 4.9ft if the building design meets the National Building Code.

10. Unimpeded emergency vehicle access to the site shall be provided at all times during construction for this development.

11. The exterior finish of the Addition to the Single Detached Dwelling shall be completed within two (2) years from the date of the issuance of the Building Permit.

12. The Applicant and/or Registered Landowner is responsible for ensuring that site grading is completed to provide effective site drainage in accordance with the Land Use Bylaw 09-Z/18. It is imperative that stormwater runoff from the subject site does not discharge onto adjacent properties.

13. Exterior lighting shall be designed, located, and arranged to be low glare in nature and to minimize light trespass on to adjacent properties. Light fixtures with a lumen output of greater than 2,000 lumens shall be fully shielded to the satisfaction of the Development Authority.

14. The approved Addition to the Single-Detached Dwelling shall remain an integral part of the principal residence and shall not be used, occupied, or developed as a separate dwelling unit. Any proposal to establish a separate dwelling unit or to use the addition for any other purpose shall require a separate Development Permit.

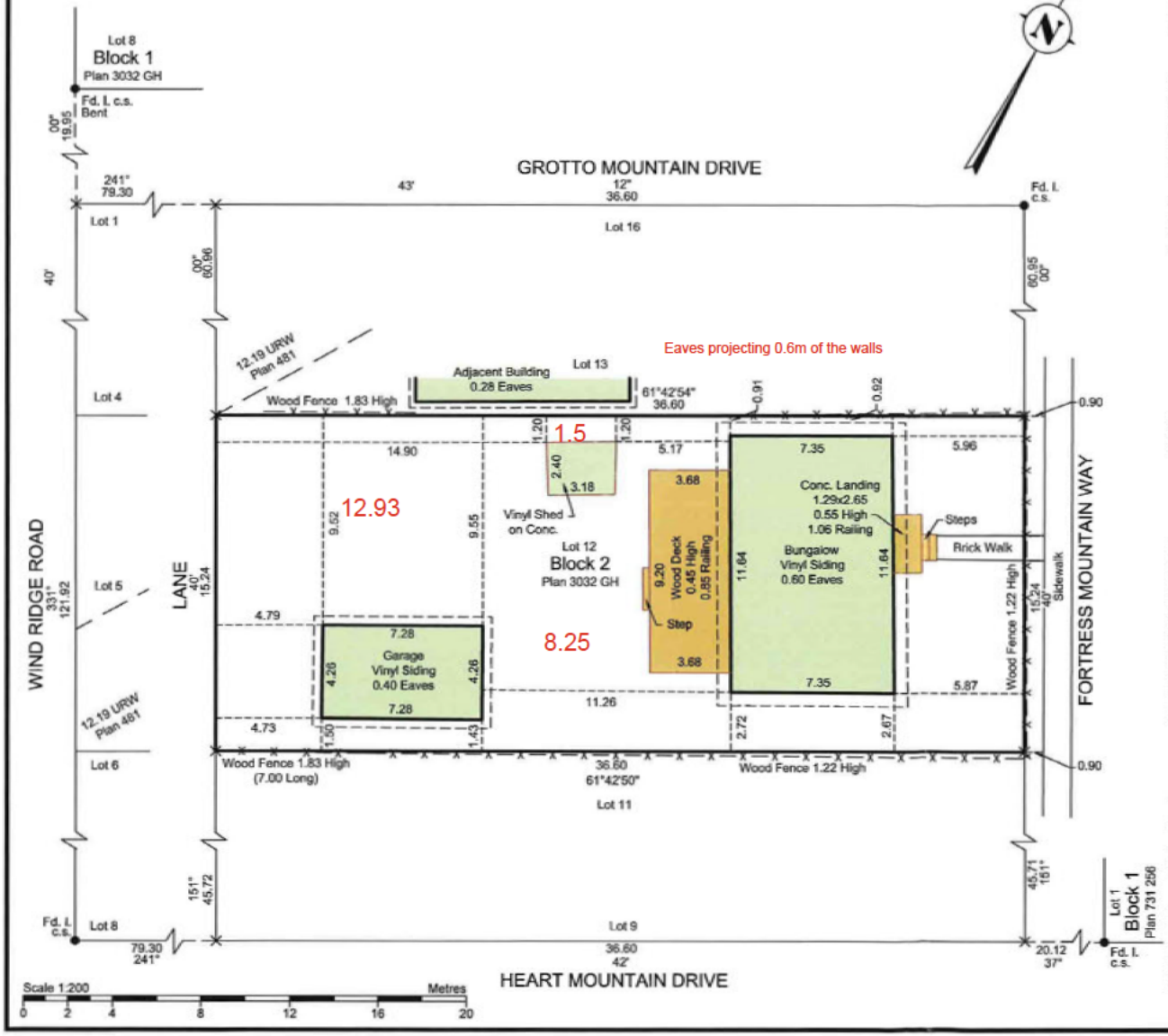
15. The Applicant shall sort construction waste generated as a result of this development prior to transporting waste materials to a certified waste disposal facility. At minimum, the Municipal District of Bighorn No.8 expects that materials such as asphalt shingles, brush and vegetation, metal, cardboard, drywall, and kiln-dried lumber are sorted for recycling purposes.

Please Note: No appeal lies in respect of the issuance of a Development Permit for a permitted use unless the provisions of the Land Use Bylaw were relaxed, varied or misinterpreted (Section 685(3) of the Municipal Government Act).

COMMENCEMENT OF ANY DEVELOPMENT PRIOR TO THE DATE THAT THIS PERMIT COMES INTO EFFECT IS DONE SOLELY AT THE RISK OF THE APPLICANT

A BUILDING PERMIT MUST BE OBTAINED WITH THE APPLICABLE BUILDING PERMIT PLACARD POSTED AT THE SITE, PRIOR TO THE START OF CONSTRUCTION

ALBERTA LAND SURVEYOR'S REAL PROPERTY REPORT



OLSEN NORTH LAND SURVEYING
52-29th Avenue S.W.
Calgary, Alberta T2S 2Y3 Phone: 403-370-7723

OlsenNorth
LAND SURVEYING

RECEIVED
JAN 27 2020
MUNICIPAL DISTRICT
OF BIGHORN

Description of Property:
Legal Address: Lot 12, Block 2, Plan 3032 GH
Civic Address: 7 Fortress Mountain Way,
Exshaw, Alberta

Certificate of Title: 891 163 982
Owner(s): Gary David Mantie and Cora Mantie
Registered instrument affecting the extent of property:
7529FT - Restrictive Covenant
Date of Title Search: January 20th, 2020
Date of Survey: January 20th, 2020

I, Jeffrey A. Olsen, Alberta Land Surveyor, hereby certify this Report, which includes the Plan and related Survey, was prepared and performed under my personal supervision and in accordance with the Manual of Standard Practice of the Alberta Land Surveyor's Association and supplements thereto. Accordingly within those standards and as of the date of this Report, I am of the opinion:

1. The Plan illustrates the boundaries of the Property, the improvements as defined in Part D, Section 8.5 of the Alberta Land Surveyors Association Manual of Standard Practice, registered easements and right of way affecting the extent of the title to the property;
2. The improvements are entirely within the boundaries of the property except: NONE IDENTIFIED
3. No visible encroachments exist on the Property from any improvements situated on an adjoining property except: NONE IDENTIFIED
4. No visible encroachments exist on registered easements, right of way or other registered instruments affecting the extent of property except: NONE IDENTIFIED

Purpose: This Report and attached plan have been prepared for the benefit of the Property owner, subsequent owners, and any of their agents for the purpose of land conveyance, support of a subdivision application, a mortgage application, a submittal to the municipality for a compliance certificate, etc.

Notes:
Distances are in metres and decimals thereof, bearings are assumed from plan 3032 GH.
All ties are perpendicular to property line. Side yard and setback distances are measured to concrete walls, except otherwise shown. All fences are within 0.20m of the property line unless otherwise noted.
Fd. - Found, Mk. - Mark, C.S. - Countersunk, Δ - Central angle of curve, R - Radius, A - Arc Length,
PAS - Pole Anchor Site
Statutory Iron Post found shown thus .... ● Fd. I.
Iron Bar found shown thus ..... ♦ Fd. I.B.
Calculated point ..... ×
Title boundary shown thus ...
Fence shown thus .....
Foundation Line shown thus .
Dated at the City of Calgary, Alberta, January 24th, 2020

[redacted]

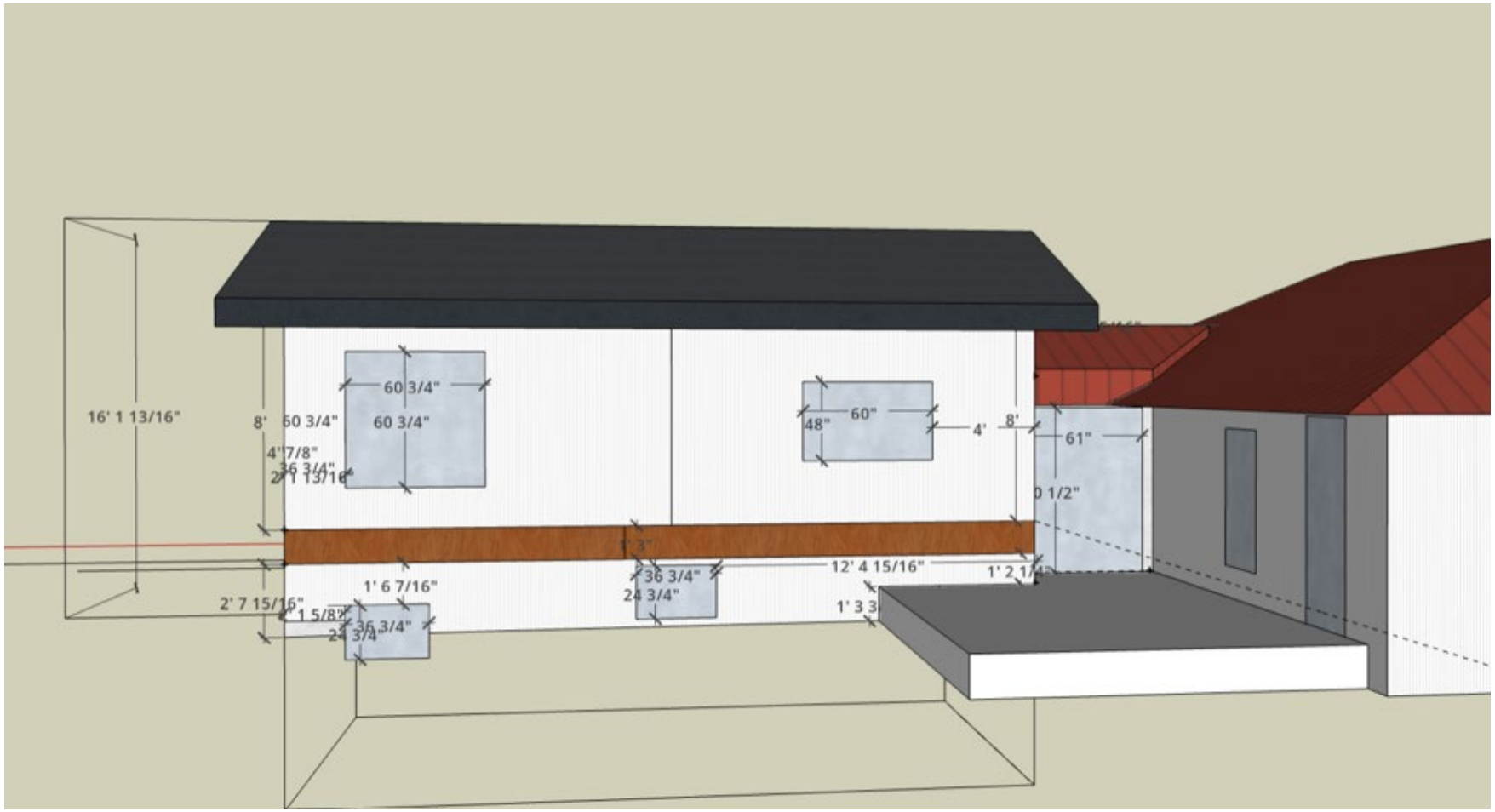
Jeffrey A. Olsen, A.L.S. (Copyright reserved)

This document is not valid unless it bears an original signature (in blue) and a Olsen North land Surveying permit stamp (in blue).

ALBERTA LAND SURVEYORS' ASSOCIATION
PERMIT NUMBER
P326
OLSEN NORTH LAND SURVEYING LTD.

© Copying is permitted only for the benefit of those parties where applicable, registered easements and utility right of way affecting the extent of the property have been shown on the Plan. Unless shown otherwise, property corner markers have not been placed during the Survey for this report. The Plan should not be used to establish property boundaries due to the risk of misinterpretation or measurement error by the user. The information shown on this Real Property Report reflects the status of this Property as of the date of survey only. Users are encouraged to have Real Property Reports updated for future requirements.

File: 20-0004 | Drawing Name: 20-0004-1.dwg | Plot Date: 2020-01-24 03:19 PM


16' 1 13/16"
8'
60 3/4"
60 3/4"
4' 7/8"
36 3/4"
60"
48"
4'
8'
61"
1' 3"
36 3/4"
24 3/4"
12' 4 15/16"
1' 6 7/16"
2' 7 15/16"
1 5/8"
36 3/4"
24 3/4"

PLANNING AND DEVELOPMENT SERVICES APPLICATION REPORT

DP2026-003 – Presented by Heather Moore, Planning and Development Officer

REPORT TITLE:	DEVELOPMENT PERMIT APPLICATION NO. 2026-003
APPLICANT:	TRAPPER'S HILL CAMPGROUND LTD. C/O CHRISTINE DE SOTO
LANDOWNER:	GOVERNMENT OF ALBERTA – PROVINCIAL LEASE
DEVELOPMENT:	FOR THE ADDITION OF THIRTEEN (13) UNSERVICED CAMPSITES AND FOR THE FOLLOWING ACCESSORY USES/STRUCTURES INCLUDING: - THE ADDITION OF EIGHT (8) BUNKIES USED FOR VISITOR ACCOMMODATION; - THE CHANGE OF USE OF THE EXISTING COVERED TIE STALL INTO AN EVENT SPACE (MAXIMUM CAPACITY 80 PEOPLE); - TWO (2) SHOWER HOUSES (ONE [1] STRUCTURE); - TWO (2) SINK WASHING STATION; - A SAUNA AND COLD PLUNGE WITHIN ONE (1) STRUCTURE; - ONE (1) TINY HOME (NO KITCHEN – BUNKIE STYLE) USED FOR VISITOR ACCOMMODATION; - ONE (1) SHIPPING CONTAINER (STORAGE ONLY); AND - THE ADDITION OF A RETAIL CAMP STORE WITHIN THE EXISTING COVERED TIE STALL STRUCTURE
CIVIC ADDRESS:	N/A
LEGAL LAND LOCATION:	W5M; RGE; 8; TWP. 26; SEC. 35; NW
LAND USE DISTRICT:	FORESTRY (F)

DEVELOPMENT PERMIT APPLICATION DP2025-055 – INFORMATION

General Background

- This Development Permit Application has been submitted by Trapper's Hill Campground Ltd., owned by Paolo De Soto, John De Soto and Colton Murray **[Refer to Attachment #1 and #2]**

- The Applicant has provided authorization for Christine De Soto to act on their behalf in relation to this application. **[Refer to Attachment #3]**

- The site is located within the Ghost Public Land Use Zone approximately 4km west of the Jamieson Road Area and approximately 200m north of the Ghost River. It measures 30.8 hectares / 76.12 acres. The portion of the lease north of the TransAlta Road is undeveloped, except existing trails and this area is not subject to this application. The subject parcel is the 16.4 hectares / 41 acres south of the TransAlta Road.

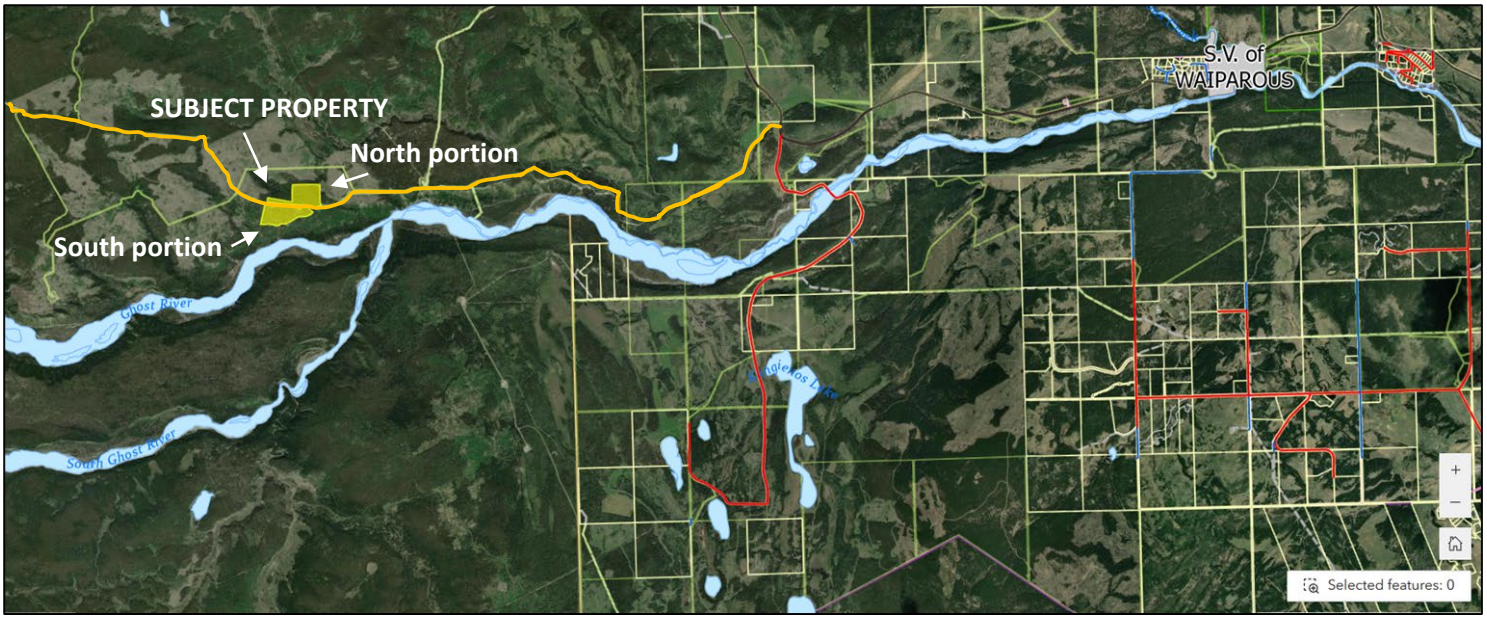
- The subject site is Crown land and leased to the Applicant under DML 000007 under the category of "Recreational Campground". **[Refer to Attachment #8]**

- It is located within the Forestry District (F). The purpose of this district is to provide for the conservation of extensive areas of land which are primarily owned by the Crown, where development is limited due to factors of topography, soil, vegetation, wildlife, inaccessibility, isolation or environmental sensitivity. Campgrounds are listed as a Discretionary Use within the F District.

- The site is bound entirely by Provincially owned land and fronts onto a roadway that is subject to a Development Licence of Occupation (DLO) held by the TransAlta Corporation.

LOCATION MAP

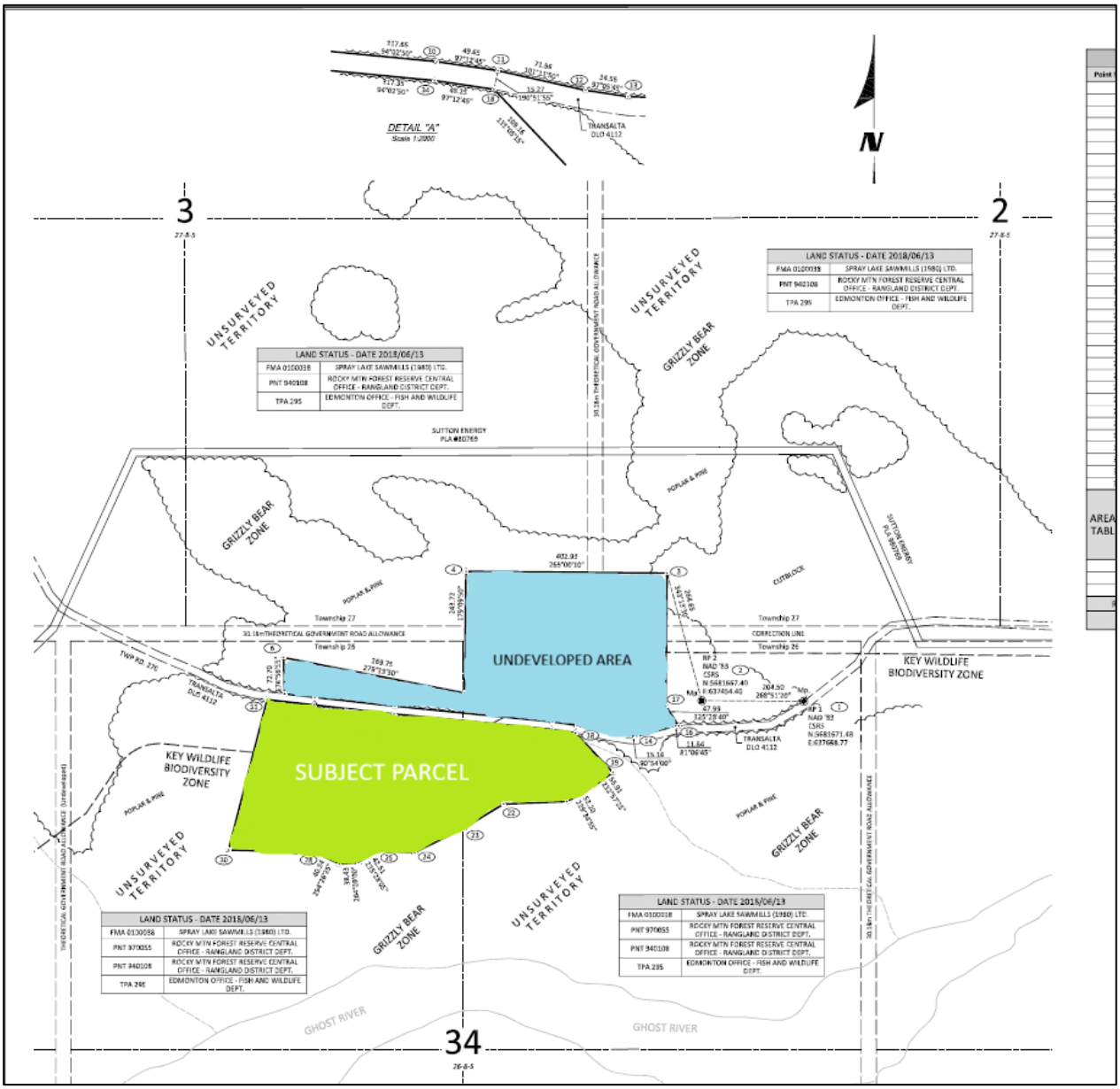
W5M; RGE; 8; TWP. 26; SEC. 35; NW – TRAPPER'S HILL CAMGROUND



SUBJECT PROPERTY TRANALTA ROAD

LEASE BOUNDARY SURVEY

W5M; RGE; 8; TWP. 26; SEC. 35; NW – TRAPPER'S HILL CAMGROUND



Summary of Historical Development Approvals

Development Permit No. 02/01 was issued on May 9, 2001, to the Lazy H Trail Company for the development of a Commercial Guiding and Outfitting Campground and associated facilities on the subject lands. The approval permitted the following uses:

- Ten (10) outfitter tents and associated tent sites;
- One (1) Covered Tie Stall with capacity for up to 40 horses;
- Animal-proof garbage bins;
- Two (2) pump-out toilet vaults complete with buildings;
- A corral;
- A tack / hay shed;
- Caretaker/Office Cabin; and
- A gravity-fed water system (for horses only; not for human consumption)

[Refer to Attachment #4]

The original Campground operation (Outfitters Camp) received Provincial Approval under MLL 000007 dated April 6, 2001. **[Refer to Attachment # 5]**

In 2003, an Amendment to DP 02/01 was approved allowing the Outfitter Tents to be converted to unserviced Cabins. **[Refer to Attachment # 7]**

Note: Condition #2 of the Amendment to DP 02/01 required that the previous Applicant submit a Slope Stability Assessment prepared by a qualified Alberta-registered Geotechnical Engineer. This assessment was to evaluate the stability of the slope adjacent to the tent/cabin sites, identify any associated safety concerns, and provide recommendations regarding minimum safe setback distances with a requirement to relocate the cabins, if necessary, based on the assessment findings.

Administration confirms that this condition was subsequently fulfilled by the previous Applicant, and the required geotechnical information is on file with the MD to allow the original ten (10) Cabins to be located within 3 m / 9.84 ft of the slope in proximity. Administration further confirms that the Government of Alberta (GOA) was aware of the conversion of Outfitter Tents to Cabins and raised no objections, as evidenced by correspondence retained within the original Development Permit application file. **Note:** The original lease agreement is not on file with the MD and, when requested, could not be provided by the GOA.

This Application seeks MD approval for the following Accessory Uses / Structures and addition to the Principal Use (Campground) on the subject site:

Addition to Principal Use (Campground)

- Thirteen (13) unserviced Campsites

Accessory Uses / Structures

- The addition of eight (8) Bunkies;
- The Conversion of the existing Covered Tie Stall into an Event Space (maximum capacity 80 people);
- Two (2) Shower houses (within one [1] structure);
- Two (2) Sink Washing Stations;
- A Sauna and Cold Plunge within a structure;
- One Tiny Home (no kitchen – to be used as 4-person bunkie);
- One (1) Shipping container (Storage only); and
- The addition of a Retail Camp Store within the existing Covered Tie Stall structure.

It is noted that, with the exception of two (2) bunkies planned for 2027, the proposed developments have already been constructed and established on the subject lands. This application is therefore retroactive in nature, and the Applicant is seeking approval to bring the existing development into compliance with the Land Use Bylaw and the applicable associated regulatory requirements.

It is further noted that the Applicant has reported that the two (2) Shower Houses, the thirteen (13) unserviced Campsites and Two (2) Sink Washing Stations (not included in the original approvals) were existing when they purchased the Campground operation and assumed the existing Lease. It is the goal of the Applicant to bring all structures and uses into compliance with all applicable regulations.

APPLICATION BACKGROUND

The development included in this application was identified as part of the MD Compliance Officer's routine review processes in June 2025, wherein the use and associated structures were observed through promotional content published on the subject property's website and socialmedia channels. Consequently, Enforcement File EN2025-003 was initiated to investigate and address the identified non-compliance with applicable MD regulations.

The Applicant has provided the following written statement within the Development Permit Application and in response to the Enforcement File created in June 2025:

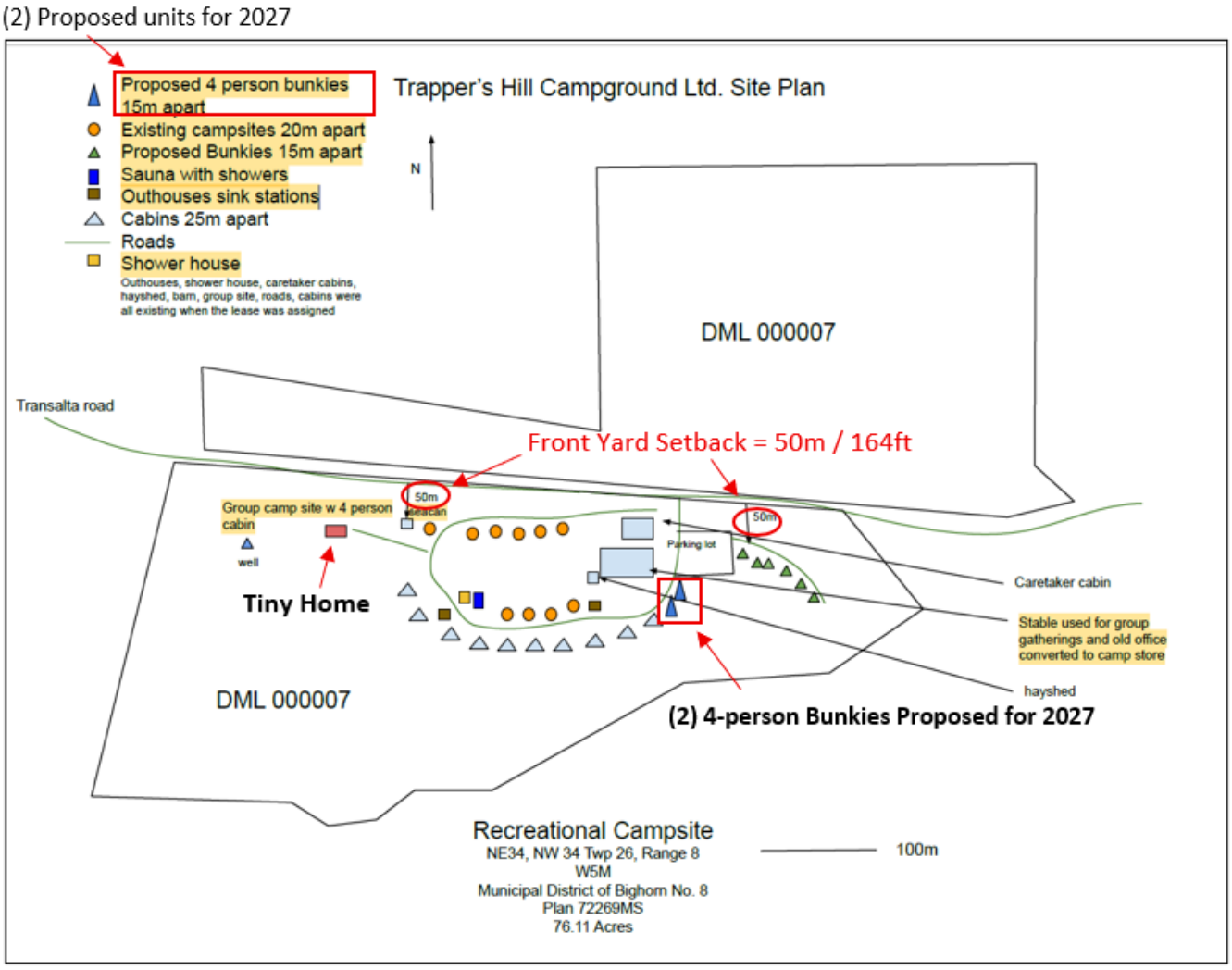
> *"Paolo and John are brothers born and raised in Canmore. Paolo is a certified arborist and John is a carpenter. They both grew up camping and loving the outdoors. When the lease for Trappers became available, they jumped at the opportunity. There were showers, outhouses, cabins, campsites, stable, hayshed, and caretaker cabin on site. As well as sink stations for washing up and water running from a shallow well. 6 new premade bunkies were bought to accommodate more guests and were put on the east side of the parking lot. A mobile tiny home was purchased which was put at the existing group campsite. A sauna and cold plunge was built in an existing clearing beside the showers and improvements*

made to the existing showers. A Seacan was placed in an existing work camp area for storage. A camp store was set up in the existing stable office/tack room. We believed these upgrades were consistent with approved site uses, intended to enrich the guest experience, improve safety, ensure business viability, and make Trappers a positive addition to the Ghost PLUZ. However, we recently learned that required permits were not acquired. We are now actively working to bring the development into compliance and sincerely apologize for our misunderstanding regarding the process."

The subject lands are held under Public Lands Disposition DML000007. The disposition was formally assigned to the Applicant as the newly registered owners of Trapper's Hill Campground Ltd., with an effective date of January 30, 2025. The current term of the disposition extends to May 1, 2043, at which time the approval is scheduled to expire, unless otherwise amended or renewed in accordance with applicable legislation. **[Refer to Attachment # 8]**

On the site plan below, the uses or structures that are being considered as part of this application have been highlighted in yellow for clarification.

Site Plan



Aeriel Photo



Government of Alberta Approval:

As part of the application review process, the Government of Alberta (GOA) was circulated for comment. At that time, the GOA advised that they were not aware of any development on the subject lands outside of the approvals previously discussed in this report and the addition of six (6) bunkies. The GOA has since completed a review of the current Development Permit application and has provided written confirmation approving each of the uses and structures included in the application and outlined on the site plan provided above. **[Refer to Attachment #9]**

The Applicant has obtained a Temporary Field Authorization (TFA), authorizing the increase to the principal Campground use and the additional structures and use of space for events. **[Refer to Attachments #10 and #11]**

Summary of Applicant's Business Plan [Refer to Attachment #6]

The Trappers Hill Campground Business Plan outlines the continued operation and incremental expansion of a seasonal, off-grid accommodation. The site encompasses approximately 76 acres, with current operations concentrated on roughly half of the property and a seasonal operating period from May to December.

The development consists of a mix of rustic and "glamping-style" accommodations, including ten (10) existing cabins, additional bunkies, a small number of campsites, and a tiny home unit. These are supported by ancillary facilities such as a shower house with sauna, common area/store, and a repurposed barn used for events accommodating up to approximately 75–100 people. Servicing

across the property is intentionally limited, consistent with its off-grid character, with power primarily supplied via solar and generator systems, and no internal plumbing in most accommodation units.

Water and wastewater servicing are managed through a combination of on-site well water (non-potable), hauled potable water, and pit toilet systems. Shower wastewater is dispersed on-site in accordance with stated practices, and the proponent indicates that upgrades to wastewater management are under review by a qualified professional. Solid waste is collected in wildlife-resistant bins and removed to approved facilities.

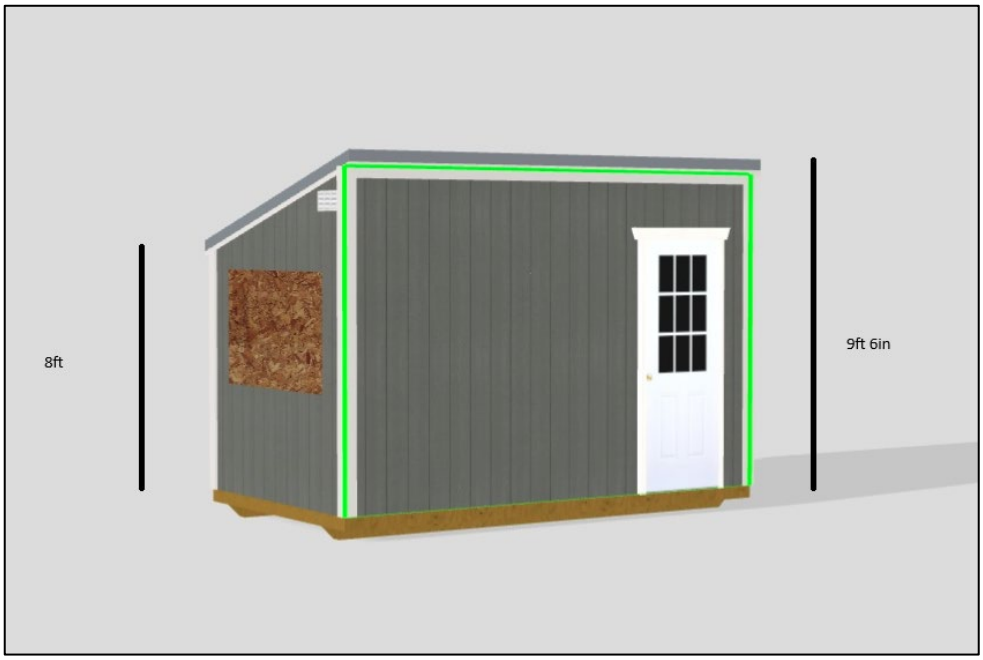
DETAILS OF PROPOSED USES/STRUCTURES:

Addition of Bunkies:

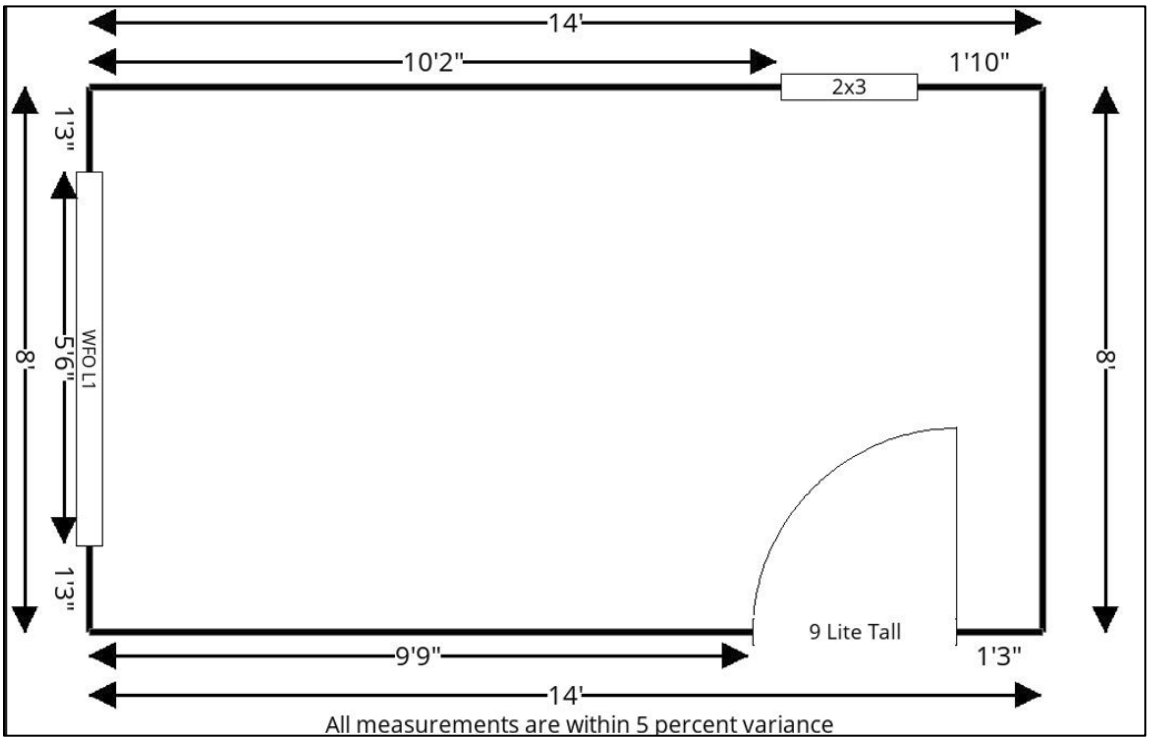
- The newly added six (6) Bunkies are 2.4m x 4.3m (8ft x 14ft) with a height of 2.9m (9.5ft). The additional two (2) bunkies to be added in **2027** are planned to be the same or similar form of construction and would accommodate up to 4 guests per unit.
- The Bunkies are not serviced with water/sewer. They are powered by portable batteries that receive charging at the main solar panel area (the barn), and this power is used to operate lights within the Bunkies.
- The Bunkies are heated with indoor propane heaters that are fueled by individual propane tanks at each cabin.

Note: Flush mounted solar systems do not require a Development Permit but will be subject to an Electrical Permit under the National Electrical Code – Alberta Edition.

Elevation Drawing



Floor plan



Bunkie Photos





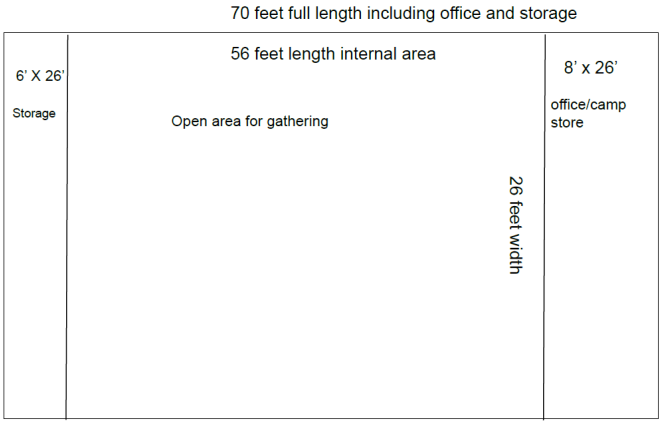
Conversion of the existing Covered Tie Stall into an Event Space (maximum capacity 80 people)

The structure was originally approved as a Tie Stall and is now being proposed as an Event Space. The previously approved footprint and the height of the structure have not changed. The interior stalls were removed and soft sided roll-up panels added. All walls, doors and roofing left unchanged.

Photo of Original Tie Stall



Current Floor Plan



Current Photo of Event Space

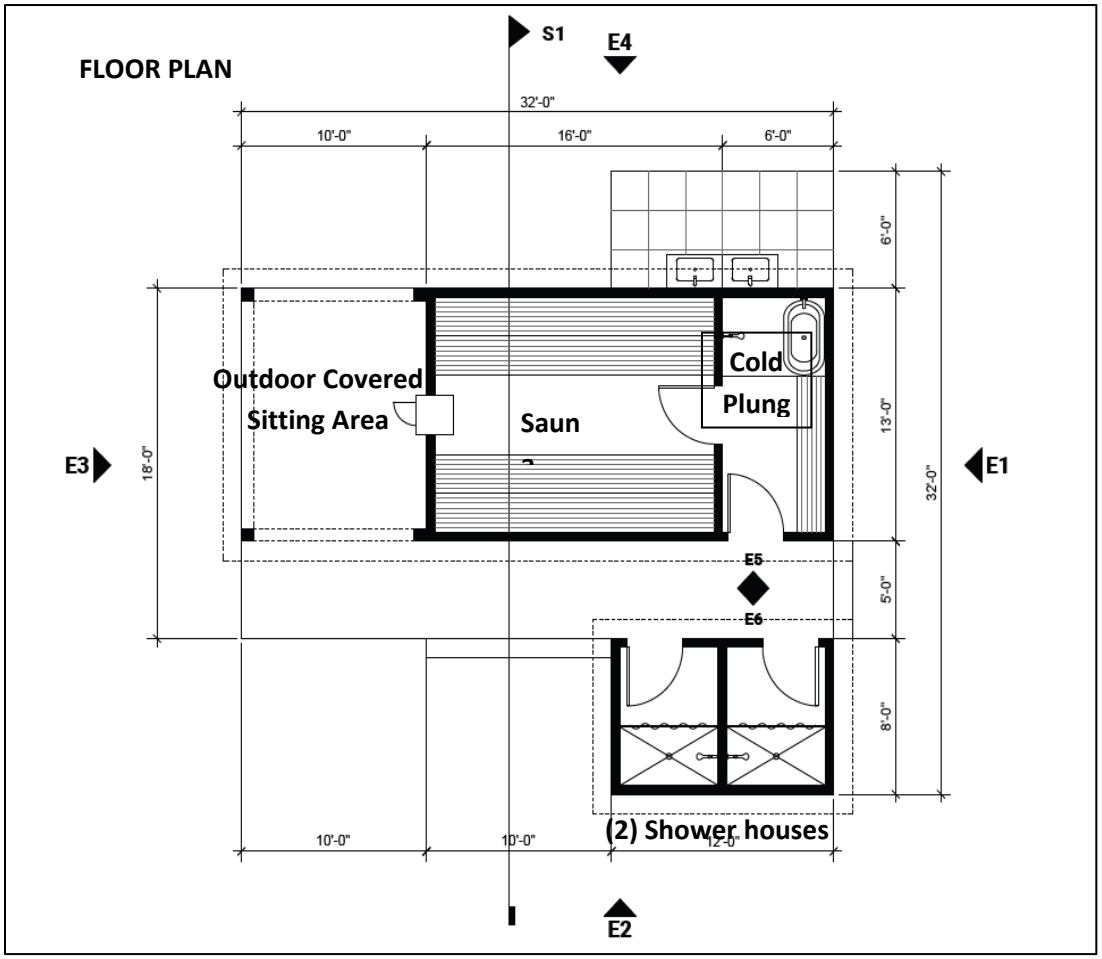


Two (2) Shower Houses, Sauna and Cold Plunge [Refer to Attachment #22 for full design]

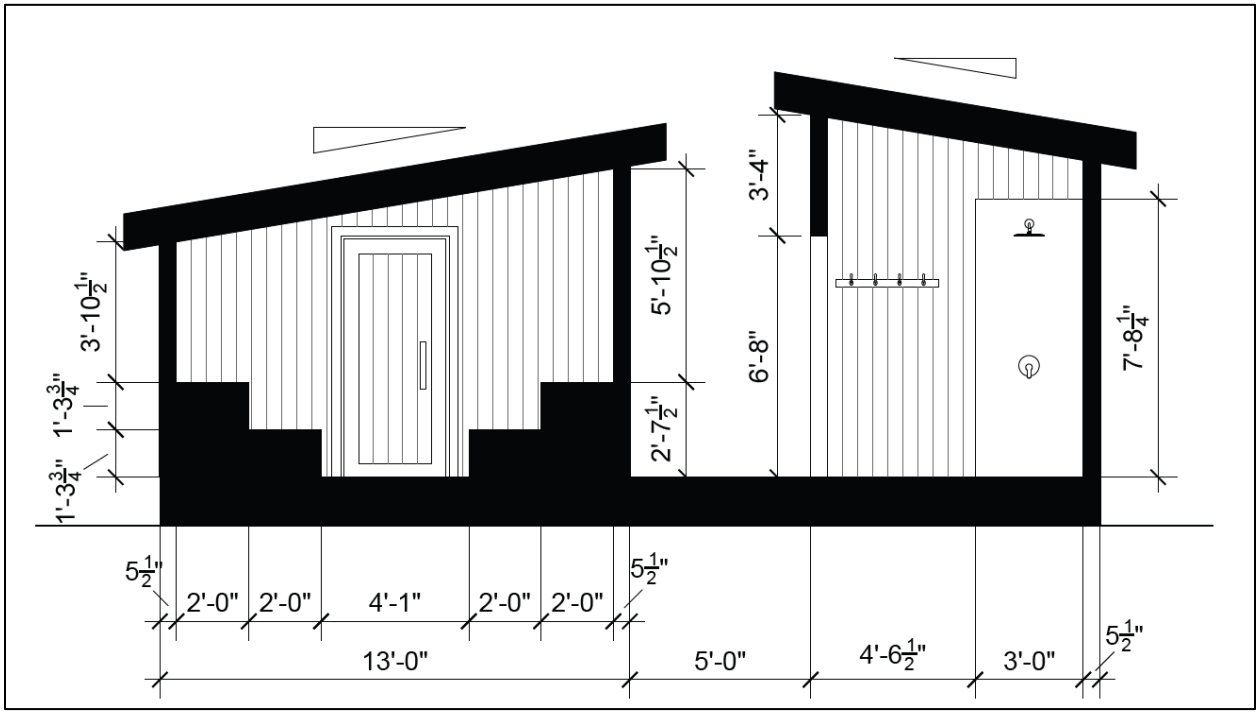
The Sauna, Cold Plunge and Shower House, are accessory structures consisting of two (2) distinct enclosed areas connected by a central outdoor transition area. The larger of the two areas is dedicated to a Sauna and the Cold Plunge. The smaller, secondary area contains two (2) private shower rooms, each with its own independent entrance. There is large covered outdoor deck, which is integrated into the structure's overall footprint.

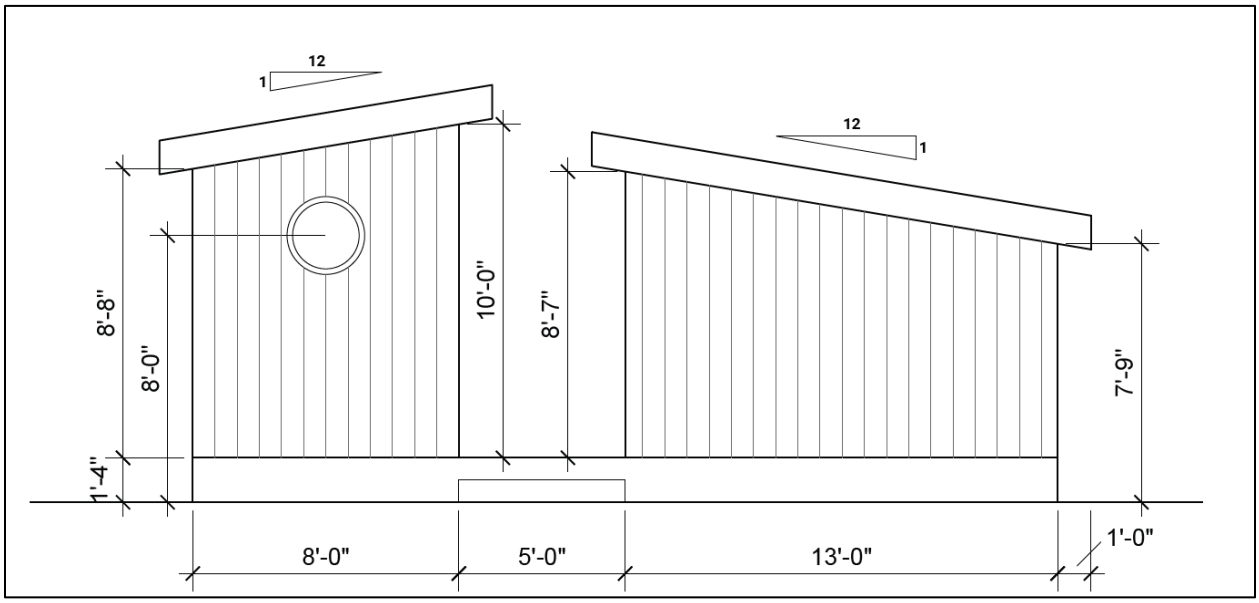
Specific measurements for the these include:

- **Total Footprint:** 32ft x 32ft (9.75m x 9.75m)
- **Sauna and Cold Plunge Enclosure:** 16ft x 13ft (4.9m x 3.9m)
- **Shower area:** 12ft x 8ft (3.7m x 2.4m)
- **Covered Outdoor Deck Area:** 10ft x 18ft (3m x 5.5m)
- **Central Entry Corridor:** 5ft (1.52m) wide
- **Maximum Structure Height:** 12.5ft (3.8m) measured from the lowest grade point to the highest roof peak.
- **Finished Floor Elevation:** Set between 1.0ft (0.3m) and 1.3ft (0.4m) above grade.
- **Structural Support:** 8in posts and 8in beams.
- **Exterior Door Dimensions:** 3ft x 6.6ft (0.9m x 2m)



Elevations

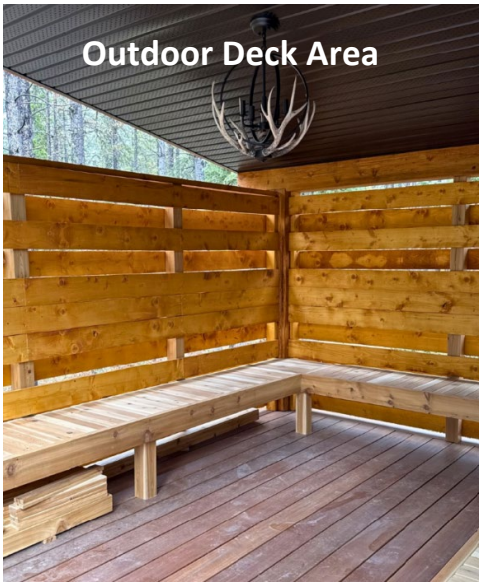

3'-10½"
1'-3¾"
1'-3¾"
5'-10½"
2'-7½"
3'-4"
6'-8"
7'-8¼"
5½"
2'-0"
2'-0"
4'-1"
2'-0"
2'-0"
5½"
13'-0"
5'-0"
4'-6½"
3'-0"
5½"


12
1
12
1
8'-8"
8'-0"
1'-4"
10'-0"
8'-7"
7'-9"
8'-0"
5'-0"
13'-0"
1'-0"

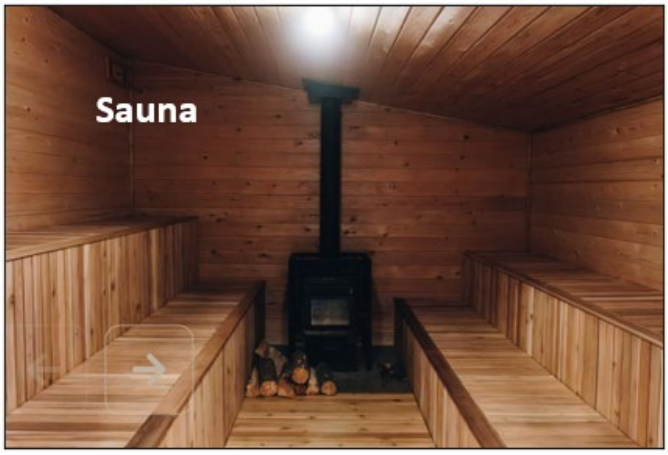
Rendering



Photos









Tiny Home (no kitchen)

The Tiny Home is powered by a solar powered generator. It has no formal kitchen or indoor cooking facilities. It has a small refrigerator and a coffee maker. It is heated with propane and functions as a larger "bunkie-style" accommodation. It is located within the group camp site.



The structure measures 200ft^2 (10ft x 20ft) or roughly 18.5m^2 (3m x 6.1m). It is one story plus loft space for bed units.





One (1) Shipping container (Storage use only)

The Shipping Container is a standard 8ft x 20 ft or roughly 2.4 m x 6.1 m. It is used strictly for storage of equipment purposes required to maintain the property.

Thirteen (13) Unserviced Campsites

Group Areas





Examples of Individual Campsites





The addition of a Retail Camp Store Use within the existing Covered Tie Stall structure



The Campground Retail Store is located within the front entrance reception area of the existing Covered Tie Stall as indicated in the previous floor plan. It uses approximately 8 ft x 16 ft (2.4 m / 4.8 m) of the space with the remaining portion used as a guest reception / check in counter.

As noted in the Business Plan, retail items include branded merchandise, snacks and basic groceries.

PLANNING REVIEW

Relevant Municipal Development Plan Policies Considerations

Trapper's Hill Campground is located within the southeast corner of the North Ranchlands area within the Rural Conservation Policy category.

> **Small-Scale Tourism** means a use or high-quality, local, community-based experience or activity that emphasizes a unique destination, culture, and environment. This approach supports the local economy, while minimizing long-term impact by not requiring permanent facilities or infrastructure to support its operation and embracing the principle of leaving no trace. Examples of small-scale tourism include trapping, guided walking or kayaking tours and organized horseback riding, etc.

MD Municipal Development Plan (Bylaw 13/25)	Policy Statement
3.2 RANCHLANDS - Rural Conservation Areas	
3.2.1 – Rural Land Uses	The MD prioritizes agriculture, forestry, on-site natural resource development, and recreation and tourism development in the Rural Conservation Area.
4.5 TOURISM AND RECREATION DEVELOPMENT	
4.5.3. Tourism Land Uses	Notwithstanding Policies 4.5.1 and 4.5.2, the MD supports tourism uses across the MD and may be supportive of expanding existing tourism uses in any area of the MD. Further, the MD will evaluate the scale, impact to adjacent land uses, and environmental impact on a site-by-site basis when considering new and the expansion of existing tourism uses and developments.
4.5.4. Tourism Diversification	The MD shall support the expansion and diversification of tourism, while considering adjacent land uses, impacts to the natural environment and wildlife, and potential mitigation strategies.
4.5.7. Small-Scale Tourism Uses	The MD generally supports small-scale recreation development and tourism uses across the MD that are compatible with the existing rural landscape, on a site-specific basis, provided that: (a) the natural landscape is not significantly altered; (b) the development incorporates natural landscape features found on, and adjacent to, the development site; (c) the development does not require urban-type water distribution or sewage collection systems; (d) the development is limited to relatively low-density site usage; (e) adequate parking is provided on site; (f) potential nuisances such as noise, odour, visual impacts, and congestion are mitigated from existing uses and development; and (g) the development does not require any significant road upgrades due to increased traffic levels.

Sections 3.2 (Ranchlands) and 4.5 (Tourism and Recreation Development) have been provided as Attachment #13.

- Planning and Development Services has reviewed the operational model of the Trapper's Hill Campground and confirms that the current approach aligns with the policy direction and intent of the newly adopted Municipal Development Plan (MDP). The Campground's focus on small-scale, low-impact, recreational uses supports the MDP's objectives for sustainable tourism, environmental stewardship, and preservation of rural character. The Applicant's commitment to maintaining a minimal footprint, ensuring appropriate water and sanitary systems, and responsible recreation that is sensitive to the environment and wildlife considerations demonstrates consistency with the guiding principles of the MDP related to responsible development and community well-being.

LAND USE BYLAW (LUB) CONSIDERATIONS

Accessory Uses

The proposed developments in application DP 2026-003 can be applied as Accessory Uses to the principal Campground use as they function as **subordinate facilities and amenities** that support the principal operation for which it is approved.

Definitions

Section 2.4.3. of the LUB defines Campground, Accessory Use, and Visitor Accommodation as follows:

"CAMPGROUND" means a recreational development or the use of land for the purpose of providing short-term or occasional accommodation within Recreational Vehicles or tents, and includes facilities and amenities subordinate to the operation of the campground. A Campground allows for occupancy of a site for periods of 14 consecutive days or less and does not provide for permanent habitation or residency.

"ACCESSORY USE" means a use which is associated with but is secondary and subordinate to the principal use that is located on the same site.

"ACCOMMODATION, VISITOR" (Visitor Accommodation) means a building or group of buildings containing rooms or units, which are used for temporary lodging. A Visitor Accommodation unit shall not be occupied as a Primary Residence, and no visitor or Guest shall occupy one or more rooms or units for a period exceeding 75 days per annum. Typical Visitor Accommodation units or facilities may include, but is not limited to an inn, a hotel, a motel**, cabins**, or detached and attached buildings. Visitor Accommodation does not include "Bed and Breakfast" or "Suites, Visitor Accommodation."

Specific Uses as Accessory:

Campground: The LUB explicitly defines a Campground as a recreational development for short-term accommodation that **"includes facilities and amenities subordinate to the operation of the campground"**.

- **Accessory Use:** This is defined as a use **"associated with but is secondary and subordinate to the principal use"** located on the same site.
- **Visitor Accommodation:** The proposed structures (Bunkies and the Tiny Home) fit the definition of Visitor Accommodation, which includes Cabins used for temporary lodging.
- The **two (2) shower houses, two (2) sink washing stations, sauna, and cold plunge** may be considered "facilities and amenities subordinate to the operation". They provide essential health services and recreation opportunities for campers staying on-site.
- **Enhanced Accommodation (Bunkies and Tiny Home):** The addition of eight (8) Bunkies and one (1) Tiny Home (without a kitchen) serves as an expansion of the style of accommodation already established at the site (10 original Cabins). These units are secondary to the overall campground footprint and are intended for registered guests only.
- **Event Space:** Converting the existing C**overed Tie Stall into an event space** (maximum capacity 80 people) creates an accessory facility for patrons of the Campground.
- **Retail Camp Store:** Located within the existing Covered Tie Stall structure, the Retail Camp Store is intended to serve the needs of guests on-site, making it a subordinate amenity to the principal operation.
- **Support Infrastructure:** The **Shipping Container** is used strictly for the storage of equipment needed to maintain the property, which directly supports the maintenance of the principal Campground use.

District Compatibility

The property is located within the Forestry District (F), where "Campground" and "Accessory Uses" are both listed as Discretionary Uses. **This allows the Municipal Planning Commission the authority to consider and approve these specific uses as part of a single comprehensive application, provided they are satisfied the uses remain secondary and subordinate to the principal Campground operation.**

The subject property is located within the Forestry District (F) under the LUB. Under Section 7.3, Campgrounds are classified as Discretionary Uses. **[Refer to Attachment #14]**

Section 7.4.1 outlines the following regulations for the F District:

Front yard setback	Minimum	40.0 m (131.2 ft)
Rear yard setback	Minimum	30.0 m (98.4 ft)
Side yard setback	Minimum	30.0 m (98.4 ft)
Building Height	Maximum	9.0 m (29.5ft)

- All structures on the property comply with the applicable setback requirements, as demonstrated on the Site Plan included earlier in this report and in **Attachment #14.**
- All structures are well within the 9.0 m / 29.5 ft maximum building height.

Setbacks to Steep Slopes

Section 5.2 of the Land Use Bylaw requires a minimum setback of 20 m / 65.6 ft from the crest of a slope greater than 15%, unless otherwise supported by a geotechnical assessment. Based on the submitted site information and confirmed during an in-person site visit performed by the File Manager, six (6) of the proposed bunkies are currently located approximately 3 m / 9.84 ft from the crest of a slope exceeding 15% and therefore do not currently meet the minimum setback requirement established in the Land Use Bylaw.

The File Manager has advised the Applicant that the current location of the Bunkies within the reduced setback area requires the submission of a new Slope Stability (Geotechnical) Report confirming that the proposed placement is safe and acceptable in accordance with Section 5.2 of the Land Use Bylaw.

Alternatively, the structures may be relocated to achieve full compliance with the required setback.

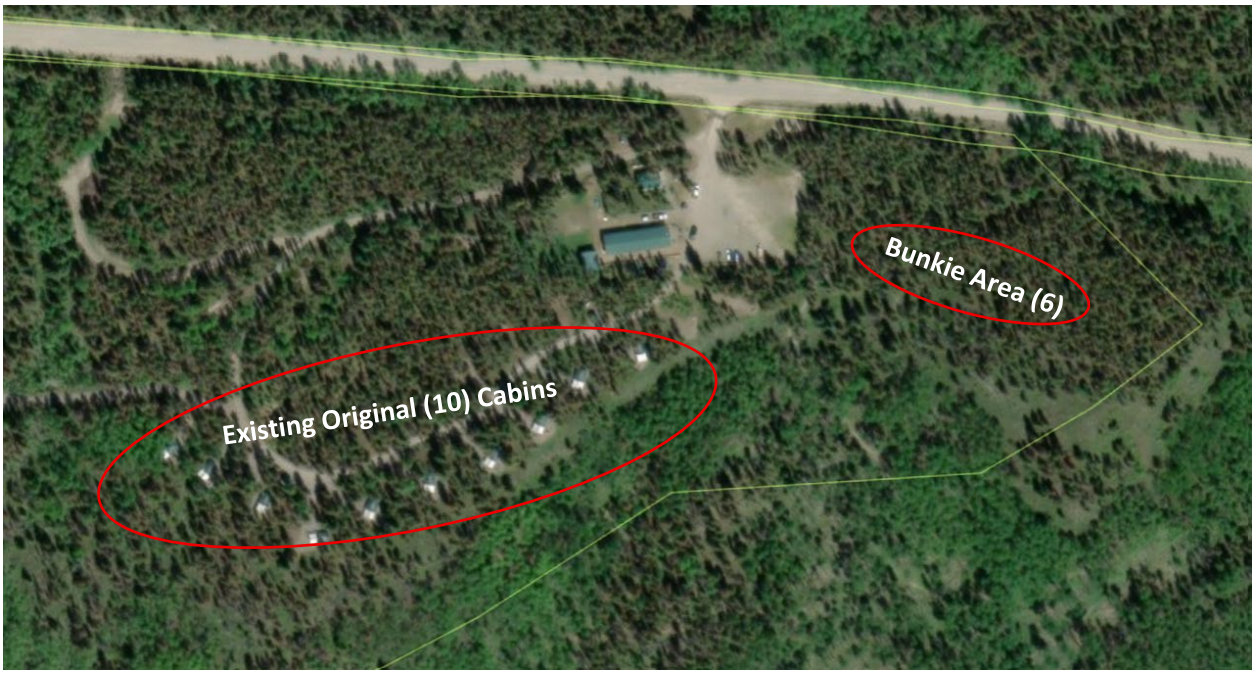
Administration recommends that a condition requiring compliant location of the Bunkies within a specified timeframe be included as part of the Development Permit, if approved. Establishing a 30-day compliance period ensures that any required relocation is addressed in a timely manner, while still providing the Applicant with an opportunity to submit a Geotechnical Report for review and acceptance by the M.D.'s third-party engineer. **[Refer to Condition #26]**

Upon submission, the report will be reviewed by the M.D.'s third-party engineer for acceptance. Should the report conclude that the location is unsuitable, or if the submitted report is not accepted for any reason within the 30-day period, the Bunkies will be required to be

relocated to a compliant setback position, and an updated Site Plan shall be submitted for Development Authority approval **prior to occupancy of the Bunkies**.

It is noted that the proposed Bunkies are not permanent structures, as they are constructed on pallet-based foundations rather than fixed footings. This design allows the units to be relocated with relative ease using light equipment, minimizing site disturbance. As such, should the Slope Stability Report determine that the current locations are unsuitable, or if Bunkie relocation is otherwise required to meet minimum [safe] setback regulations, the Bunkies can be readily moved to a compliant location prior to occupancy.

It is further noted that the proposed location of the six (6) new Bunkies is on the east portion of the subject parcel. They are located near a slope separate to the area that was subject to the Slope Stability Report in 2003. Therefore, a new assessment is required for the new structures.



Fire Prevention and Emergency Access

Section 3.12 of the LUB regulates development as it relates to fire prevention and emergency access.

> "3.12.1. To protect a development from significant wildfire hazard or where a development may be located in an area that is removed from existing Municipal emergency services, the following fire protection measures may be required by the Development Authority:
>
> a) a minimum 10.0 m (32.8 ft) perimeter of defensible space around all buildings in which all fire prone materials and vegetation are removed;
> b) roofs constructed of non-combustible or fire-retardant materials;
> c) the installation of spark arresters on chimneys and stovepipes;
> d) exterior siding constructed of fire-retardant materials;
> e) the provision of a secondary vehicular emergency access to the site, pursuant to Section 3.12.3
> f) the provision of adequate on or off -site water and the appropriate connection for firefighting purposes, pursuant to Section 3.11.6; and
> g) any other provisions deemed necessary by the Development Authority.
>
> 3.12.2. Sites shall be designed that, in the opinion of the Development Authority, appropriate access for fire fighting vehicles and equipment is provided to all buildings.
>
> 3.12.5. All developments shall have consideration for FireSmart principles, and incorporate any applicable fire prevention designs where possible, to the satisfaction of the Development Authority."

The MD's Fire Safety Codes Officer completed site inspections of the subject site on **October 1, 2024,** and **September 4, 2025,** as part of ongoing compliance and safety review processes.

During the Development Permit application review, the MD's Fire Safety Codes Officer (SCO) was circulated for comment. In response, it was confirmed that multiple site visits have occurred and noted that the site has significantly improved since the initial inspection was conducted. The Fire SCO indicated there are no concerns with the work currently being undertaken as outlined in the Development Permit Application referral material, and that the Operator [Applicant] has worked collaboratively with the MD to address safety requirements. **[Refer to Attachment #17]**

In accordance with Section 3.12 of the Land Use Bylaw, which requires developments to incorporate appropriate fire prevention, emergency access, and FireSmart principles, Planning and Development Services has included a Development Permit condition requiring that a Fire Safety Inspection be completed prior to the occupation of the proposed uses and structures as a condition of approval. **[Refer to Condition #9]**

Condition #10 requires the Applicant to complete all items identified by the MD's Fire SCO to the satisfaction of the Development Authority.

Fire Safety Plan and Emergency Response

The Fire Safety Plan provided by the Applicant outlines procedures for emergency response, including immediate evacuation protocols, a designated muster point in the main parking area, and clear communication procedures for alerting guests and contacting emergency services. The plan identifies available firefighting resources, including on-site water storage, nearby natural water sources, and fire extinguishers located in all buildings, and establishes staff responsibilities for evacuation, guest accountability, and directing emergency responders. It also includes measures for wildfire response, medical emergencies, and general fire prevention practices. **[Refer to Attachment #16]**

This plan has been **reviewed and approved by the MD's Fire SCO**, confirming that it meets applicable safety requirements and is appropriate for the proposed land uses.

Access to the Property:

The Applicant has entered into a formal Access Agreement with TransAlta Corporation, the registered Licence of Occupation (LOC) holder for the access road serving the subject site. This agreement authorizes use of the existing access and confirms that the Applicant has secured the necessary third-party permissions for legal and functional access to the site. **[Refer to Attachment #15]**

As part of any Development Permit approval, it is appropriate that maintenance of this access agreement be included as an ongoing condition, ensuring that lawful access is preserved for the duration of the development and that any requirements of the LOC holder continue to be met. **[Refer to Condition #27]**

Environmental and Wildlife protection

The subject lands are located within an area with known wildlife presence. The Applicant provides guests with educational and awareness materials outlining wildlife safety and environmental best practices, including proper storage of food, garbage, and other attractants in accordance with a "bare campsite" approach to reduce wildlife interactions. **[Refer to Attachments #20 and #21]**

Guests are instructed not to approach or feed wildlife, to keep pets on a leash, and to follow established protocols in the event of wildlife encounters. Materials also promote the use of bear spray and general awareness measures to support visitor safety.

The management of wildlife attractants and provision of visitor education supports public safety and aligns with broader environmental stewardship objectives by reducing human–wildlife conflict and maintaining wildlife in their natural state.

Trapper's Hill Campground Rules

To help ensure a safe, respectful, and enjoyable experience for all guests, Trappers Hill Lodges & Campground requires all patrons to read and sign a waiver/rules document prior to their stay. This document outlines important safety information, campground rules, and expectations for conduct

while on the property. By signing, guests confirm that they understand these requirements, accept responsibility for their actions, and agree to comply with all policies set forth by the campground. **[Refer to Attachment #23]**

Parking and Loading

Section 3.15 of the LUB regulates parking requirements for development.

> "3.15.2. Parking stalls shall be provided in accordance with Table 1, and: d) where the parking requirements of a development are not specified in this Bylaw, the Development Authority shall be guided by the standards for similar uses.
>
> 3.15.3. Notwithstanding the above minimum parking stall requirements, the Development Authority may require additional parking spaces based on the Intensity of Use, number of employees or type of business."

- Sections 3.15.2 and 3.15.3 of the Land Use Bylaw, specify the following requirements for a "Campground"

Recreational Uses	Parking	Loading
Campground	1 per camping space, plus 1 visitor stall/10 camping spaces	N/A

Campgrounds are required to provide a minimum of one (1) parking stall per camping space plus one (1) visitor stall per ten (10) camping spaces. Based on thirteen (13) camping spaces (12 standard sites and 1 group site), a total of fifteen (15) stalls is required including visitor parking. the Cabin and Bunkie (Visitor Accommodation) components require one (1) stall per Accommodation Unit, resulting in nineteen (19) stalls for the Cabins, Bunkies and Tiny Home structures. The total stalls required for this development is **thirty-two (32) stalls**.

Parking is provided directly on-site through a combination of one (1) dedicated parking stall at each campsite for thirteen (13) stalls (gravel pads accommodating vehicles and RVs), parking adjacent to the Cabins and Bunkies for eighteen (18) stalls, and a central parking area near the main entrance. The parking area is roughly 1,300m^2 (14,000ft^2). A 1,300 m^2 parking area can accommodate approximately forty (40) vehicles under standard layout assumptions. The total number of parking stalls available is **seventy-one (71) stalls.**

The overall site design accommodates well in excess of the minimum required parking stalls, ensures all parking is contained on-site, and provides sufficient capacity for both overnight guests and periodic event use. As such, the development satisfies the parking requirements of Section 3.15 of the Land Use Bylaw.

Main Parking Area for visitors and events:



Solid Waste Disposal Compliance

- The Applicant manages solid waste through the use of bear-proof waste bins located on-site, ensuring waste is securely contained and does not attract wildlife. All waste is collected by the Applicant and transported off-site by the Applicant, with disposal occurring at an approved landfill facility.

- The Applicant has confirmed awareness of the MD's Solid Waste Disposal Bylaw 08/05 requirements and acknowledges that local transfer stations are not permitted to be used for disposal of commercial waste and therefore commits to complying with this requirement as part of ongoing operations.

- A condition of approval has been included requiring that operations adhere to the MD's Solid Waste Disposal Bylaw 08/05, thereby formally restricting the use of transfer stations for commercial waste disposal from this development. **[Refer to Condition #8]**

Water and Wastewater Requirements

Section 3.25 of the Municipal District of Bighorn Land Use Bylaw establishes that all development must comply with applicable municipal and provincial requirements for water supply, sanitary servicing, and utilities. It requires that all buildings be provided with water systems and sanitary facilities that meet provincial regulations, and that new development connect to municipal infrastructure where available. Where municipal servicing is not available, private wastewater

systems must be designed, installed, and permitted in accordance with current provincial legislation, to the satisfaction of the Development Authority.

In Alberta, Campgrounds are regulated under the Nuisance and General Sanitation Regulation and the Recreation Area Regulation, both enacted under the *Public Health Act*. These regulations govern potable and non-potable water use, wastewater disposal, sanitation facilities, and overall public health standards for recreational sites.

The proposed development reflects an off-grid campground model and is subject to the requirements of these two (2) regulatory documents. The site operates without municipal servicing and relies on an existing on-site well for non-potable water and utilizing pit toilets (privies) for primary sanitary services. Cabin and campsite accommodations are intentionally unserviced, with no internal plumbing, and guests rely on the centralized facilities. Each privy is equipped with a precast vault with a 3,000 liter (800 gallon) capacity.

Historically, the site's servicing approach has been established and accepted. The original development, including pit toilets and the use of a gravity-fed system supplying non-potable water, received approval in 2001. This infrastructure continues to inform the current servicing model, particularly for low-impact campground use.

Administration can confirm that the Applicant has retained a qualified professional (Water and Wastewater Engineer) to design and oversee the installation of compliant wastewater systems servicing the shower house, cold plunge, and washing sinks. These improvements are required to ensure that wastewater management meets current provincial requirements while maintaining the low-impact nature of the campground. **[Refer to Attachment #19]**

Administration recommends that a condition of approval be included requiring the Applicant to provide verification, to the satisfaction of the Development Authority, that the upgraded wastewater systems have been installed in accordance with applicable provincial standards prior to the use or occupancy of the associated structures. **[Refer to Condition #21]**

Additional details from the Business Plan indicate that:

Non-potable well water is used for showers and sink stations, with potable water supplied separately by guests or through purchase on-site.

Existing privies are regularly serviced by licensed septic contractors.

With respect to water allocation, the Applicant has received confirmation from Alberta Environment and Protected Areas (AEPA) that the development is exempt from the requirement to obtain a water licence. This exemption is based on an anticipated diversion rate of less than 2,500 cubic metres per year, consistent with provincial thresholds for low-volume groundwater use. **[Refer to Attachment #18]**

To support ongoing compliance and monitoring, the water and wastewater plan includes the installation of a water meter at the well head. This will allow the Applicant to track water usage and ensure that withdrawals remain within the exempted threshold, while also providing data to inform future management and regulatory compliance.

Overall, the proposed approach aligns with Section 3.25 of the Land Use Bylaw by demonstrating that appropriate water supply and wastewater management systems are in place, are being upgraded to meet current standards, and are supported by professional engineering oversight and provincial regulatory confirmation.

Registered on Land Title

As the subject site is on Crown land, it is not privately owned and therefore do not have a registered land title. Accordingly, no certificate of title is available or required for review as part of this application.

Adjacent Landowners

The subject site is located on Crown land and is surrounded by provincially owned lands, with the nearest private landowner approximately 4 km away. As there are no adjacent private landowners, notification was limited to the Government of Alberta as the primary landholder.

Referrals

Development Permit Application No. 2026-003 was referred to the below agencies. The following table represents those who received a referral package and any responses that Planning and Development Services Department received:

Referral Entity	Comments	P&D Response
M.D. of Bighorn Protective Services - Fire Department	The Fire Safety Codes Officer referral response was included previously in this report. **[Refer to Attachment #17]** The M.D.'s Fire Chief requested additional information regarding the proposed indoor propane heaters to confirm their suitability for the intended use within the cabins. The applicant provided detailed specifications demonstrating that the heaters are approved for indoor use and meet applicable safety standards. Upon review of this information, the Fire Chief confirmed that he is satisfied that the heaters are appropriate for the development.	Addressed in Conditions #9 through #16.

Alberta Forestry and Parks; Integrated Lands Delivery	Alberta Forestry and Parks have accepted the current site plan and acknowledges that all existing buildings, uses, and infrastructure on the site are approved, establishing a baseline for the development. It further notes that any future additions will require separate approvals (TFA) and updated site plans. **[Refer to Attachment #9]**	N/A
TransAlta	As a result of the circulation process, TransAlta identified the requirement for an updated road use agreement with the Applicant for access over lands under their Licence of Occupation. The Applicant has since entered into the required agreement. **[Refer to Attachment #15]**	Addressed in Condition #27
Sutton Energy	No Comments received	N/A

PLANNING AND DEVELOPMENT SERVICES RECOMMENDATION: DP 2026-003

That the Municipal Planning Commission, acting as the Development Authority, **APPROVE** Development Permit Application No. 2026-003 for the Addition of Thirteen (13) Unserviced Campsites and the following Accessory Uses:

- The Addition of eight (8) Bunkies used for Visitor Accommodation;
- The Change of Use of the existing Covered Tie Stall into an Event Space (Maximum Capacity 80 People);
- Two (2) Shower Houses (One [1] Structure);
- Two (2) Sink Washing Stations;
- A Sauna and Cold Plunge within One (1) Structure;
- One (1) Tiny Home (No Kitchen – Bunkie Style) used for Visitor Accommodation;
- One (1) Shipping Container (Storage Only); and
- The Addition of a Retail Camp Store within the existing Covered Tie Stall Structure,

subject to the following conditions:

Conditions of Approval

1. **This development shall not be altered or modified from the approved plans and specifications submitted [Attached as Schedule 'A'] by the Applicant and/or Operators without written authorization from the Development Authority.**

2. **The development hereby approved shall comply with all applicable requirements of the National Building Code – Alberta Edition and the National Fire Code – Alberta Edition. The Applicant and/or Operator shall, at their sole responsibility, obtain all**

necessary Safety Codes Permits, including but not limited to Building, Electrical, Plumbing, Gas, and Private Sewage Disposal Permits, as required by applicable legislation and regulations.

No Structure nor Use authorized under this Development Permit shall be occupied or put into operation until all required permits have been obtained, inspections completed, and approvals granted by the appropriate Safety Codes Officer.

3. An Applicant for, or in possession of a valid Development Permit is not relieved from full responsibility for ascertaining, complying with, or carrying out development in accordance with the requirements of:

    a. The following legislation:
        i. Environment Protection and Enhancement Act;
        ii. National Building Code – Alberta Edition;
        iii. National Fire Code – Alberta Edition;
        iv. Natural Resources Conservation Board Act;
        v. Public Development Act;
        vi. Safety Codes Act;
        vii. Water Act; and
        viii. Any amendments thereto;
    b. The requirements of all applicable Municipal District of Bighorn No. 8 bylaws;
    c. The requirements of any other Federal, Provincial, or Municipal enactment or any other law; and
    d. The conditions of any Caveat, Restrictive Covenant, Easement, or any other registered instrument affecting the subject building or lands.

4. **The Applicant and/or Operator is responsible for complying with any conditions specified by any applicable Referral Agency. Should the Development Authority receive further conditions or requirements from external Agencies after the date of issuance of this Development Permit, the Applicant and/or Registered Landowner shall ensure those conditions are met within a reasonable timeframe to the satisfaction of the Development Authority or the applicable Referral Agency.**

5. The Applicant and/or Operator are responsible for ensuring that they or their contractors obtain all other required permits and inspections related to this development.

6. The Applicant and/or Operator shall comply with any regulations and obtain any approval from Alberta Health Services as it relates to any of the Uses approved under this Development Permit.

7. The minimum building setbacks are as follows:
    a. Front yard: 40m / 131.2ft.
    b. Rear yard: 30m / 98.4ft.
    c. Side yard: 30m / 98.4ft.

8. In accordance with Bylaw 08/05, the Applicant and/or Registered Landowner shall not dispose of commercially generated waste at any public solid waste transfer station. All commercially generated waste must be managed and disposed of in accordance with the Solid Waste Management Bylaw.

Fire Safety

9. **The Applicant and/or Operator shall contact the Fire Safety Codes Officer and Inspector to arrange a Fire Safety Inspection, prior to commencing the use of all structures approved within this Notice and within thirty (30) days of approval of this Development Permit. Please contact the Municipal District of Bighorn No. 8 main office at 403-673-3611 or email fireinspections@mdbighorn.ca to arrange a fire inspection.**

10. The Applicant and/or Operator shall satisfy any concerns identified during the Fire Safety Inspection within a time period specified by the Fire Safety Codes Officer and Inspector.

11. Unimpeded emergency vehicle access to the site shall be provided at all times for this development.

12. The Applicant and/or Operator shall follow FireSmart Principles to the satisfaction of the MD Fire Safety Codes Officer and Inspector.

13. The approved Emergency Response Plan shall be placed on the inside face of the cabin or bunkie entry doors, containing evacuation route and procedures.

14. Appropriate signage shall be installed identifying emergency contact information and muster point location on the property in a manner deemed acceptable to the Development Authority.

15. Fire extinguishers, smoke and carbon monoxide detectors shall remain installed and maintained within each structure used for accommodation or guest assembly.

16. All Cabin and Bunkie units must have smoke and carbon monoxide detectors and are tested per Safety Codes requirements.

Guest Accommodation

17. The Cabins, Bunkies and Campsites are approved for Campground and Visitor Accommodation usage only and under no circumstances shall they provide any form of permanent habitation.

18. The Campground use shall not be used for any form of staff accommodation with the exception of the Caretaker Cabin to be used for on-site staff during the operational season.

19. Length of stay at the Campground, by registered guests, shall not exceed fourteen (14) consecutive night stays.

20. The Cabins and Bunkies shall be serviced with power by battery and propane in accordance with Provincial regulations.

21. The Campground shall utilize pit toilets, camping sinks, and showers as outlined in the application. The wastewater from these units shall be disposed of into an approved holding tank, which will be disposed of at a Provincially approved facility. Prior to commencing use of the Shower Houses and Washing Sink Facilities, the Applicant and/or Operator shall provide confirmation by a qualified professional that all sanitary and wastewater disposal meets Provincial regulations as outlined in the *Public Safety Act* and the *Safety Codes Act*.

22. No food will be prepared and served as part of the Campground operations. The Campground will function as a self-catering Campground, and guests will bring in their own food and prepare it themselves. The Campground may provide an outdoor BBQ area for guests to use for cooking in accordance with the National Building Code – Alberta Edition and the National Fire Code – Alberta Edition.

23. There will be no food storage, food cooking, or food preparation inside the Bunkies.

24. The Applicant and/or Operator shall maintain appropriate Government of Alberta approvals pursuant to the provincial *Water Act*, as applicable for Campground water usage.

25. All development shall be located at least 100 m / 330 ft. away from any sour gas lines, or a greater distance if required by the applicable authority.

26. All buildings shall be setback a minimum of 20 m / 65.6ft. from the crest or toe of an escarpment having a slope of fifteen percent (15%) (15 rise: 100 run) or greater, unless a reduced setback is acceptable after appropriate analysis is conducted and a recommendation is provided within a Slope Stability Report (Geotechnical Assessment) prepared and stamped by a Qualified Professional, to the satisfaction of the Development Authority.

27. The Applicant and/or Operator shall obtain and maintain, at all times during the operation of the development, a valid and current road Access Agreement with TransAlta Corporation for the use of the access road serving the subject site. Proof of such agreement, in good standing, shall be provided to the Development Authority upon request, and any lapse, termination, or non-compliance with the agreement shall be deemed a violation of this Development Permit.

28. A separate Development Permit is required for any additional structures or uses proposed on the subject site. Please contact the Municipal District of Bighorn No.8 Planning & Development Services Department if you plan to intensify the use of this site.

29. This approval is valid until May 1, 2043, in alignment with Miscellaneous Lease No. DML 000007 issued by the Government of Alberta. Should the lease expire, be

cancelled, terminated, surrendered, or otherwise cease to be in effect prior to May 1, 2043, this Development Permit shall also be deemed expired. Any request to continue the development beyond the lease term shall require a new Development Permit application and confirmation of renewed lease from the Province of Alberta.

30. **Twenty-one (21) days from the first publication date you are authorized to proceed with the development approved under this Development Permit.**

Rationale for Recommendation

Administration has completed a comprehensive review of the application, including evaluation of the proposal against the Municipal Development Plan, Land Use Bylaw, applicable provincial requirements, all agency referral comments and a site visit. Based on this review, Administration is satisfied that the application represents an appropriate and supportable form of development.

The recommendation for approval is grounded in the following key considerations:

- The proposal is consistent with the Municipal Development Plan, supporting small-scale tourism and recreation that aligns with the intent of the Rural Conservation Area and promotes low-impact, environmentally responsible development.

- The development is compatible with the Land Use Bylaw, as the proposed uses are appropriately considered accessory to the principal Campground use and are Discretionary within the Forestry District.

- The proposal has received support from key referral agencies, including confirmation from the Fire Safety Codes Officer that the site has improved and that there are no concerns with the development as proposed.

- The Government of Alberta, as landowner, has approved the proposed uses, confirming that the development aligns with the conditions of the Public Lands disposition.

- Any outstanding technical or compliance matters can be appropriately addressed through Development Permit conditions of approval, ensuring that all regulatory requirements are met prior to occupancy or within defined timelines.

Attachments

1. Development Permit Application DP 2026-003 – Development Permit Application
2. Development Permit Application DP 2026-003 – Corporate Registry
3. Development Permit Application DP 2026-003 – Owner Authorization of Application
4. Development Permit Application DP 2026-003 – Development Permit No. 02/01

5. Development Permit Application DP 2026-003 – Original MLL Approval Letter
6. Development Permit Application DP 2026-003 – Trapper's Hill Campground Business Plan
7. Development Permit Application DP 2026-003 – Amendment to DP 02/01
8. Development Permit Application DP 2026-003 – Lease Assignment Letter
9. Development Permit Application DP 2026-003 – Government of Alberta Approval Email
10. Development Permit Application DP 2026-003 – TFA Application
11. Development Permit Application DP 2026-003 – Approved TFA
12. Development Permit Application DP 2026-003 – Lease Survey Plan
13. Development Permit Application DP 2026-003 – MDP Sections 3.2 and 4.5
14. Development Permit Application DP 2026-003 – LUB Forestry District Regulations
15. Development Permit Application DP 2026-003 – TransAlta Road Use Agreement
16. Development Permit Application DP 2026-003 – Approved Fire Safety Plan
17. Development Permit Application DP 2026-003 – MD Fire Safety Codes Officer Response to Referral
18. Development Permit Application DP 2026-003 – AEPA Water License Exemption Confirmation
19. Development Permit Application DP 2026-003 – Wastewater Professional Engagement Confirmation
20. Development Permit Application DP 2026-003 – Wildlife/Environment Educational Material
21. Development Permit Application DP 2026-003 – Bear Interaction Educational Material
22. Development Permit Application DP 2026-003 – Sauna and Shower House Drawings
23. Development Permit Application DP 2026-003 – Rules and Waiver Document
24. Development Permit Application DP 2026-003 – Site Plan

DEVELOPMENT PERMIT APPLICATION
Industrial/Commercial/Retail/ Institutional/Tourism

The following **Development Permit Application Requirement List** outlines all the information necessary to evaluate and provide a timely decision on your application. **Only applications that are complete will be accepted**. Please note that the Development Authority may require additional information during the review process. Applications and materials submitted must be clear, legible and precise. Plans submitted must be to a professional drafting standard.

Processing Times, Deemed Accepted, Deemed Complete and Decision

- Processing times start when the application is deemed accepted, you receive a Development Permit application number and File Manager is assigned.
- The File Manager has 20 calendar days from acceptance to deem the application complete or incomplete.
- If incomplete, the File Manager will provide a list of outstanding items and deadlines for submission.
- To request extra time for documents, submit a time extension form; otherwise, applications with outstanding items past 20 days may be refused.
- Once the application is complete, the decision will be made within 40 calendar days, unless an extension is requested.
- For complex applications, the File Manager may request more time to complete the review.
- If Municipal Planning Commission (MPC) review is required and occurs after 40 days, an extension form is needed to keep the application active.

Instructions

- All spaces in the application must be completed.
- Blank spaces or missing documents (as per the checklist) will result in the application being returned.
- All applicants must sign, initial where required, and date the application.
- The application must be signed by all landowners named on the title.
- If the landowner is a corporation, include the most recent Annual Filing from the Registry Office showing current directors and authorized representatives.
- Individuals listed or holding majority shares must sign the letter of authorization or affix the corporate seal to the letter.
- For questions regarding the required information, contact the Planning and Development Services department at planning@mdbighorn.ca or call 403-673-3611 ext. 237.

Applicant and Property Information

Applicant(s): Trappers Hill Campground Ltd				
Mailing Address: [redacted]		Town/Province: [redacted]		Postal: [redacted]
Email: [redacted]		Phone: [redacted]		
Civic Address of Development: Township Rd 265A, Bighorn No. 8, AB T0L2C0				
Legal Description: Qtr. NW	Sec. 35	Twp. 26	Rge. 8	W5M
OR Plan:	Block:	Lot:		
Registered Landowner(s): Paolo de Soto, John de Soto			Phone: [redacted]	
Address: [redacted]		Town/Province: [redacted]		Postal: [redacted]
Email: [redacted]		Phone:		

What are you Developing?

Commercial:

- [ ] Automotive Repair, Sales/Services
- [ ] Bulk Fuel Storage & Sales
- [ ] Main Amenities Lodge
- [ ] Autobody Services
- [ ] Business Support Services
- [ ] Personal Service Business
- [ ] Veterinary Clinic/ Pet Services
- [ ] Visitor & Resort Accommodation
- [ ] Energy Generation System [ ] Small [ ] Large
- [ ] Office

Industrial

- [ ] Warehousing
- [ ] Manufacturing & Distribution
- [ ] Contractor Services
- [ ] General Industrial Building
- [ ] Communication Towers
- [ ] Industrial Work Camp
- [ ] Maintenance & Storage Compound
- [ ] Industrial Equipment Sales & Rental
- [ ] Construction Materials Recycling/Landfill
- [ ] Outdoor Storage
- [ ] Indoor Storage

Retail:

- [ ] Artisan Shop
- [x] Convenience store
- [ ] Gas/Service Station
- [ ] Retail
- [ ] Liquor store
- [ ] Restaurant
- [ ] Household Equipment Repair Services
- [ ] Licensed Drinking Establishment

Institutional:

- [ ] Medical Clinic
- [ ] Place of Religious Assembly
- [ ] Commercial School
- [ ] Group Care Facility/Home
- [ ] Day Care
- [ ] Community Building/Facility

Tourism:

- [x] Campground
- [x] Campground Resort
- [ ] Retreat
- [ ] Country Recreational Lodge/Center
- [ ] Recreational Uses

Proposed Development Description

List all current developments on the property: (i.e. single detached dwelling, accessory building, secondary suite, retail, industrial)

Currently Trappers Hill has 10 cabins (12x18), barn (20x80), caretaker cabin (16x30), 13 tenting campsites, two showers, parking lot (9300sqft), 6 bunkies (10x16), one sea can (8x20), one sauna (13x20), one tiny home (8x24)

Describe in detail your proposed development (Who, What, Where, When and Why):

Paolo and John are brothers born and raised in Canmore. Paolo is a certified arborist and John is a carpenter. They both grew up camping and loving the outdoors. When the lease for Trappers became available they jumped at the opportunity. There were showers, outhouses, cabins, campsites, stable, hayshed, and caretaker cabin on site. As well as sink stations for washing up and water running from a shallow well. 6 new pre made bunkies were bought to accommodate more guests and were put on the east side of the parking lot. A mobile tiny home was purchased which was put at the existing group campsite. A sauna and cold plunge was built in an existing clearing beside the showers and improvements made to the existing showers. A seacan was placed in an existing work camp area for storage. A camp store was set up in the existing stable office/tack room. We believed these upgrades were consistent with approved site uses, intended to enrich the guest experience, improve safety, ensure business viability, and make Trappers a positive addition to the Ghost PLUZ. However, we recently learned that required permits were not acquired. We are now actively working to bring the development into compliance and sincerely apologize for our misunderstanding regarding the process.

Parking, Employees & Accommodation ☐ Not Applicable

What are your hours of operation? May - December day and night

How many parking stalls are available to your establishment/facility? 30 in the parking lot plus one car per site/cabin andf 4 in the group area

How many employees do you require? 2-4 ☑ Full-time ☐ Part-time ☐ Seasonal

Does your operation require overnight stays (patrons or employees)? ☑ Yes ☐ No

How many bedrooms and bed units in the facility (Resort Accommodations & Industrial Work Camps)? 17 Bedrooms 18 Bed Units ☐ N/A

Property Dimensions: ☐ Not Applicable

Sight Length: 970	☐ m	☑ ft	Number of Existing Structures: 21		
Site Width: 2400	☐ m	☑ ft	Total Lot Coverage:	☐ M^2	☐ Ft^2
Site Area: 2,328,000	☐ m	☑ ft	Total Hectares/Acres:	☐ H	☐ A

Are there slopes on the property that are 15% or greater where the height is greater than 3m/9ft?	☑ Yes	☐ No
If yes, is the proposed development within 20m/66ft of the top or bottom of the slope?	☑ Yes	☐ No
Is the proposed new structure within 30m/99.5ft of a watercourse or a water body?	☐ Yes	☑ No
Does the new construction require excavation, stripping or grading **(new elevations)** of the land? If yes, please note the requirement in the checklist provided below.	☐ Yes	☑ No

New Structure Description (if applicable): ☐ Not Applicable

Length: 8-13	☐ m	☑ ft	Height: 7-15	☐ m	☑ ft
Site Width: 12-24	☐ m	☐ ft	Site Area:	☐ M^2	☐ Ft^2

Proposed Setbacks:

Front Yard:	☐ m	☐ ft	Side Yard:	☐ m	☐ ft
Rear Yard:	☐ m	☐ ft	Side Yard:	☐ m	☐ ft

What type of building materials will be used in the construction of the new structure? (List structural material and exterior finishes, including type and design). If more space is required, please submit a separate document with your application:

The bunkies are 10x16 built by a portable building company. The mobile tiny home is 8x24. Both were prebuilt 2x4 studs but the tiny home interior was finished on site. Sauna is 13x22. All structures are insulated and built with wood exterior and interior, metal roof on each, double pained windows, vinyl flooring. Bunkies are built on 6x6 skids. Sauna interior is all cedar and has a wood stove with a protective grate and is built on cement footings. Tiny home and bunkies are equipped with approved indoor propane heaters.

Are there any variances to the regulations that are being requested or required for the proposed development? ☐ Yes ☑ No ☐ Unsure

If yes, please provide a detailed explanation stating the reason for the variance request and how the proposed development requires an exception to the current Land Use Bylaw regulations.

Industrial/Commercial/Institutional/Multi-residential (ICIM) Requirements for New Construction	☑ N/A
The Development consists of the following uses and occupancies:	
The following maximum number **and types** of vehicles are expected to be generated to and from the site on any given day:	
Is this a Development which is, or which will be connected to a municipal water, wastewater or piped stormwater system?	☐ No ☐ Yes – Site Servicing Plan Required
Is this a Development which will require an increase in the Fire Underwriters Survey (FUS) requirements needed to be supplied by a municipal water system, including any change in construction and/or materials?	☐ No ☐ Yes – Fire Flow Letter Required
Is this a Development which will discharge wastewater from site into a municipal wastewater system that includes or exceeds the thresholds for restricted or prohibited substances pursuant to the Wastewater Bylaw?	☐ No ☐ Yes – Engineers Assessment Required
Is this a Development which will increase the stormwater discharge from site into a piped or ditched municipal stormwater system, including any additional hard surfacing, grading/regrading of the site, or change to an existing on-site stormwater management system?	☐ No ☐ Yes - Site Stormwater Management Plan and Site Grading Plan Required
Is this a Development which requires the construction of a new or the modification of an existing driveway approach to a municipal roadway?	☐ No ☐ Yes – Driveway Approach Required
Is this a Development which requires the construction of a new or the modification of an existing solid waste collection site located within a multi-family residential property that will be made available to the public?	☐ No ☐ Yes - Public Solid Waste Collection Site Plan Required
Distance to closest residential property?	☐ Meters ☐ Kilometers
Does your operation require the handling of dangerous materials?	☐ Yes ☐ No

For Country Recreational Lodges/Centres, Retreats, Campgrounds and Recreational Uses	☐ N/A
Maximum and average number of people proposed to participate in the daily activities: 50	
Description of the method for the provision of water and sanitary facilities: Existing pit toilets on site serviced by professional septic company. All existing cabins, plus the new bunkies and tiny home are not equipped with running water. The only water used on site is for the existing sink stations and showers with water running from a shallow well.	
Description of facilities and equipment available for firefighting purposes: All cabins are equipped with fire extinguishers and carbon monoxide detectors/smoke detectors. Larger fire extinguishers are located at the washrooms and common areas. Muster points and protocols are posted in each cabin and common area. 3 1000L water containers on site to be used as cisterns. Hoses available to connect to sink stations and water containers for fire fighting purposes.	
Describe the methods of mitigating the effects of traffic, dust, and noise. The development will not create traffic, dust or noise.	
Does your site plan show the location of all facilities, services and activity areas? yes	

Checklist (Check all that apply):	
Documents **required** with ALL applications:	
☐ Site Plan (See requirements below)	☐ Photos of area to be developed
☐ Floor Plans	☐ Elevation Drawings
Documents required **upon request**:	
☐ Parking Plan with photos	☐ Stormwater Management Plan/Site Grading Plan
☐ Methods of noise abatement	☐ Driveway Approach
☐ Plan for visual buffers	☐ Public Solid Waste Collection Site Plan
☐ Traffic Impact Study	☐ Environmental Evaluation (ESA)
☐ Construction Management Plan	☐ Developmental Impact Assessment

Additional Required Project Details:		
Does this development already have a valid Development Permit?	☐ Yes ☑ No	Permit #
Start Date:	End Date:	Cost: $ 30,000

Planning and Development Application Fees

The planning and development application fees can be found on the MD of Bighorn website (Fee Schedule Bylaw 01/11 - Schedule E: Planning & Development Fee Schedule The applicant will receive an invoice due upon receipt. Payment options are outlined in the Development Permit Application Guidelines found on the MD website. **Payment should not be made until an invoice has been received.** An application cannot be deemed complete until payment has been received. Failure to pay the invoice within the 20-day period outlined above may result in the refusal of your application. **If the application is withdrawn:**

- Prior to the issuance of an invoice, no fees shall be applied.
- After an invoice has been issued, 50% of the application fee is due. Initials cpd
- After a decision has been made, no refunds apply.

I/We understand that the Municipality retains a third-party engineering consultant to review and respond to engineering submissions and enquiries; and that all such third-party engineering costs and other professional costs, including any costs incurred by the Municipality prior to this Application, are recoverable by the Municipality at my complete expense. Initials cpd

I will make payment within thirty (30) days when invoiced by the Municipality for third party engineering reviews. Initials cpd

I/We make application under the provisions of the Land Use Bylaw for a Development Permit in accordance with the plans and supporting information herewith and which form part of this application. I/We have read and understand the terms of this application, application timelines and application fee structure. cpd (Initials)

I/We understand that the application process may require a site inspection to be completed by the Development Authority and hereby grant permission to access the property listed above for this purpose with a minimum of 48 hours' notice. cpd (Initials)

The personal information requested in this application is collected pursuant to sections 33(a) and (c) of the Alberta Freedom of Information and Protection of Privacy (FOIP) Act (the "FOIP Act"). This information will be used to process your application. Please note that your name, address, and permit details will be shared with the Alberta Safety Codes Authority to ensure compliance with the Safety Codes Act. This disclosure is made under the authority of section 40(1)(c) of the FOIP Act.

[redacted] 3/31/26

Applicant Signature **Date**

Co-Applicant Signature **Date**

[redacted] 3/31/26

[redacted] **Date**

Completed applications and supporting documents can be submitted through email to planning@mdbighorn.ca or can be mailed or dropped at:

MD of Bighorn No. 8
Box 310
Exshaw, AB
T0L 2C0

Requirement Checklist for Site Plan:

- ☐ North Arrow
- ☐ Location Of All Buildings
- ☐ Setbacks Measurements Labelled
- ☐ Legal Description
- ☐ Waterbodies Illustrated
- ☐ Lot Coverage Calculations

FOR OFFICE USE ONLY				**Application Number:** DP 2026-003			
District: F	☐	**Permitted**		**Variance:**	☐ **Yes**	☑ **No**	☐ **N/A**
	☑	**Discretionary**					
Lot Type:	☐	**Interior**	☐ **Corner**		☐ **Through**	☑	**N/A**
Date Application Received: January 12, 2026				**Received By:** B. McWilliam			
Date Deemed Complete: April 17, 2026				**By:** H. Moore			
Fee: $1,500		**Invoice #:** 295552			**Receipt #** 2026393949		

ATTACHMENT #2

Business Corporations Act, Alberta

Notice Of Directors Or
Notice of Change of Directors

1. Name of Corporation:	2. Alberta Corporate Access Number (CAN):
TRAPPER'S HILL CAMPGROUND LTD.	2025960283

3. On the date of incorporation, the following person was **appointed** director:

Name	Mailing Address (including postal code)
PAOLO DE SOTO	[redacted]
JOHNNY DE SOTO	[redacted]
COLTEN MURRAY	[redacted]

4. On the N/A day of N/A, 20____, the following person(s) **ceased** to hold office as director(s):

Name	Mailing Address (including postal code)
NOT APPLICABLE	

5. As of this date, the director(s) of the corporation are:

Name	Mailing Address (including postal code)
PAOLO DE SOTO	[redacted]
JOHNNY DE SOTO	[redacted]
COLTEN MURRAY	[redacted]

Date:	Signature	Title
March 12, 2024	[redacted] Lyndon Thiessen	Solicitor/Incorporator Telephone Number 780-643-8764

For Department Use Only	Filed
	Filed by Field LLP [ky] Mar 12,2024

12479965-1
4880-7209-7197.v1

ATTACHMENT #3

Date: March 30, 2026

To Whom it may concern,

We, the majority owners of Trappers Hill Campground Ltd, give permission for Christine de Soto to act on our behalf with regard to the development permit process with the MD of Bighorn.

Authorized by: Paolo de Soto

[redacted]

403-688-1586

_[redacted]_____Signature

Authorized by: John de Soto

desoto192@gmail.com

403-688-2363

_[redacted]_____Signature

Date: April 13, 2026

To Whom it may concern,

I, Colten Murray, give permission for Christine de Soto to act on my behalf with regard to the development permit process with the MD of Bighorn.

Authorized by: Colten Murray

colten@blackstonerealestate.ca

403-892-7481

[redacted]

____[redacted]__Signature

ATTACHMENT #4

Municipal District of Bighorn No. 8
No. 2 Heart Mountain Drive, P.O. Box 310, Exshaw, Alberta T0L 2C0
Phone: (403) 673-3611 • Calgary Direct: (403) 233-7678
Fax: (403) 673-3895 • bighorn@md.bighorn.ab.ca

DEVELOPMENT PERMIT 02/01

Development Application of Lazy H (Ranch) Trail Company for a Guiding and Outfitting Campground and associated facilities at location legally described as N ½ Sec. 34., Twp. 26, Range 8 W5M (MLL 000007), Ghost Wilderness Area , as further described on Application No. 02/01, has been **APPROVED** subject to the following conditions:

1. All construction shall conform to the Alberta Building Code.
2. All plumbing, natural gas or propane connections and installations, including sewage installations and alterations, shall be approved by a Safety Codes Officer, Plumbing and Gas, and all electrical wiring shall be approved by a Safety Codes Officer, Electrical.
3. Approval under this development permit for a commercial guiding and outfitting camp includes: ten outfitter tents and associated tent sites, one covered tie stall for a maximum of 40 horses, animal-proof garbage bins, two pump-out toilet vaults complete with buildings, a corral, a tack & hay shed, and a gravity fed water system (pipe) for horses only. This water system is not to be used for human consumption.
4. The applicants shall satisfy the requirements as outlined in a letter dated April 6, 2001 written to the Lazy H Ranch from Alberta Environment, Sustainable Resource Development.
5. Prior to July 30, 2001, the applicant shall provide proof, generally speaking the inspection report from an accredited agency but in any case proof acceptable to the Development Officer, that an approved private sewage disposal system has been installed.
6. The applicant shall satisfy the requirements of Alberta Environment and the Headwaters Health Authority as they relate to potable water quality and quantity for the camp.
7. All household waste shall be stored in animal proof containers and be disposed of in a manner deemed appropriate to the MD of Bighorn and at the applicant's sole expense.
8. Access to the proposed lease site shall be arranged at the applicant's sole expense.
9. This development approval is valid only so long as the applicant maintains approval of the landowner to occupy the lands.
10. The proposed caretakers building shall be situated a minimum of 30m from any escarpment with a slope greater than 15%, and all development shall be setback from lease area boundaries by 40m (front yard) or 30m (rear and side yards). It is noted that the site layout provided as part of the application does not specify setbacks.
11. The applicant shall not use the caretaker's building as a store or food outlet serving the general public; any sales shall be limited in nature to such things as firewood, fuel and equestrian supplies required by people using the guiding and outfitting camp.
12. Any advertising or directional signage located off-site or along the adjacent roadway shall be the subject of separate approval.

..../2

13. Manure shall be removed from the site on a regular basis and disposed of in a manner consistent with Provincial statute (e.g., Health Act and Environmental Protection & Enhancement Act).
14. The applicant shall fence the perimeter of the lease and install a texas gate, complete with swing-type gate, across the entrance road onto the lease.

NOTE: THIS PERMIT DOES NOT EXCUSE VIOLATION OF ANY REGULATION OR ACT WHICH MAY AFFECT THIS PROJECT, NOR DOES IT EXCUSE THE PERMIT HOLDER FROM OBTAINING PERMITS OR LICENCES WHICH MAY BE REQUIRED BY PROVINCIAL AGENCIES OR OTHER AUTHORITIES; IN PARTICULAR, PERMITS FOR ELECTRICAL, PLUMBING OR GAS.

A BUILDING PERMIT MUST BE OBTAINED FROM THE MUNICIPAL DISTRICT OF BIGHORN NO. 8 PRIOR TO THE START OF CONSTRUCTION.

Date of Decision:	April 19, 2001
Date of Notice of Decision:	April 24, 2001
Date of Issue of Development Permit:	May 9, 2001

[redacted]
T. GREG BIRCH, DEVELOPMENT OFFICER
MUNICIPAL DISTRICT OF BIGHORN NO. 8

You are hereby authorized to proceed with the development specified, provided that all stated conditions are or have been complied with.

This Permit shall be null and void if development has not commenced or been carried out with reasonable diligence within twelve months of the date of issue of this permit.

cc: Headwaters Health Authority
Land File

ATTACHMENT #5

Land and Forest Service

Box 70028 Bowness Postal Outlet
Calgary, Alberta
T3B 5K3

Telephone 297-8800
Fax 297-8803

MLL 000007

April 6, 2001

Mr. Richard Blair
Lazy H Trail Company
[redacted]

Dear Mr. Blair:

Re: MLL 000007, N ½ Sec 34 Twp 26 Rge 8 w5m

As per the results of this morning's meeting between you, Mr. Ted Turner also of Lazy H, Mr. Rick Blackwood the Bow Forest Area Manager, and me, we have agreed that Lazy H can proceed with the following development under authority of MLL 000007:

1. Complete the construction of the tent frames on ten camp sites as indicated on the attached map. Specially, these are the first ten camp sites developed on the south side of the new ridge road, excluding the very first and most easterly camp site.

2. Install two pump-out toilet vaults complete with buildings as indicted on the attached map.

3. Retain the bear proof garbage containers that are presently on site.

4. Install a black plastic pipe, gravity-fed water system from the spring to the corral area to water horses and provide non-potable water. Potable water will be hauled into the site in portable containers.

5. Complete construction of the cabin/office.

6. In the clearing around the cabin, also construct a hay storage shed, tack shed, corral and covered tie stall. As per the conditions of the lease, all of these structures must be portable. It is understood, however, that posts will have to be driven into the ground to support the tie stall's covered roof. At this time, the tie-stall should be designed for no more than 40 horses.

ENVIRONMENT PROTECTION Fax:4032978803 Apr 6 '01 15:27 P.02

7. Fence the perimeter of the lease and install a texas gate complete with swing-type gate across the entrance road onto the lease.

8. Level, recontour, and gravel the main road leading past the cabin to the approved camp sites, the two development areas on either side of the road near the cabin, and the access into each of the ten camp sites.

The following developments (which were shown on the initial development plan application map) are not approved under this authority and will have to be reviewed and approved under the Alberta Tourism Recreational Leasing Process:

- water well, associated water distribution system, waste water tank
- completion of more than the 10 approved camp sites
- children's play area
- completion or improvement of the existing road on the north side of the lease

The attached maps will be considered a guide in the interim, but you are asked to submit an updated site sketch showing the location of the approved developments. The attached Plan Requirements for 'Other Activities' is a guideline outlining what is required on the map.

Please contact me if you have any questions or concerns.

Sincerely,

[redacted]

Tracey Cove
Land Management Officer
Bow Forest Area

cc: M.D. # 8, Janice Thompson
Assistant Planning & Development Officer

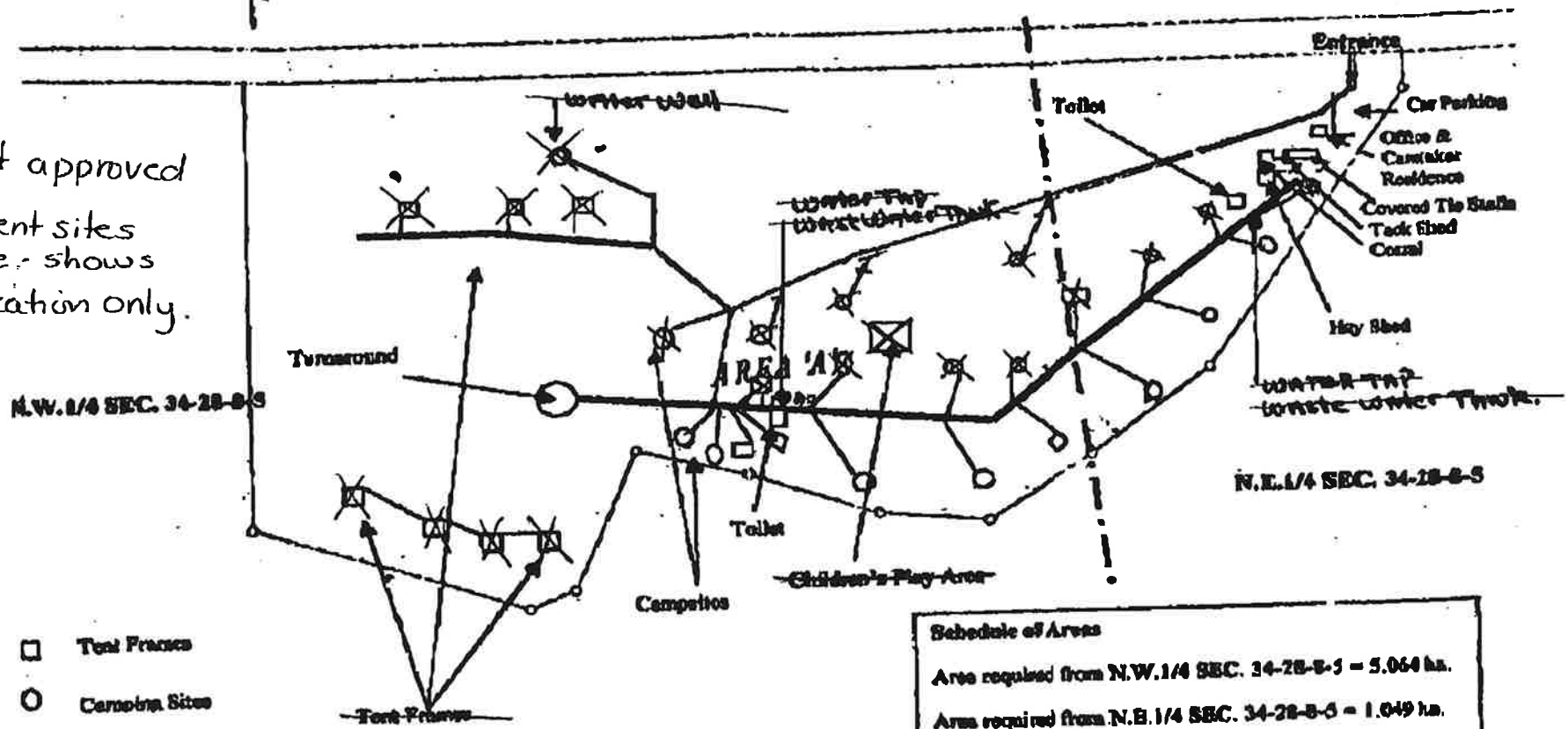
ENVIRONMENT PROTECTION Fax:4032978803 Apr 6 '01 15:27 P.03

LAZY H TRAIL CO. - DEVELOPMENT PERMIT OUTFITTING & GUIDING CAMPSITE
N.1/2 SEC. 34, TWP. 26, RGE. 8, W5M. - CAMPSITE PLAN

This map shows what has been approved by LFS as opposed to what was originally applied for under the development permit.

X = not approved

Road and tent sites not to scale - shows approx. location only.

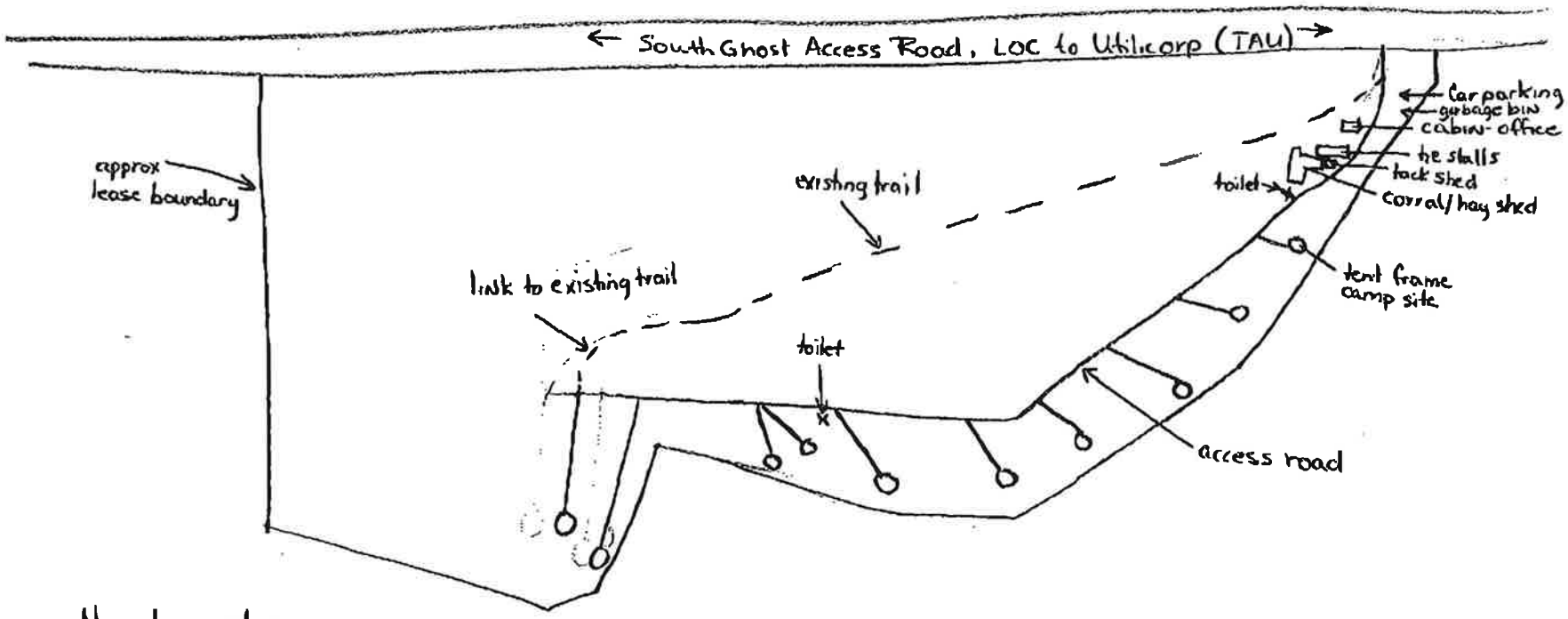


T Cove April 6 2001

ENVIRONMENT PROTECTION Fax:4032978803 Apr 6 '01 15:28 P.05

Page 100 of 267

LAZY H TRAIL Company
N½ 34-26-8 w5m
MLL 000007



NOT to scale

Conceptual Sketch only to show the approx. location of approved developements as agreed at April 6, 2001 meeting.

T. COVE April 6, 2001

Business Plan for Trapper's Hill Campground Ltd

1. Property Overview & Uses

Trappers Hill Lodges & Campground is a seasonal, off-grid accommodation and event property located approximately 1 hour west of Calgary, Alberta in the MD of Bighorn. The property spans approximately 76 acres and operates from May to December. Currently the operation only takes place on the south 40 acres.

Uses on Property

Cabins (10 existing + 8 new bunkies)

- **Type:** Off-grid rustic and glamping-style cabins
- **Size:** ~160–200 sq ft each
- **Construction:** Wood-frame, insulated, metal roofing (new cabins feature single-pitch modern design)
- **Capacity:**
  - 11 cabins: sleep 2 guests
  - 5 cabins: sleep up to 4 guests
- **Services:**
  - No internal plumbing
  - Electricity via solar or generator (limited use)
  - Heating via Ashely direct vent propane heaters approved for indoor use

Campsites (12 sites)

- **Type:** Unserviced sites for tents, trailers, and small RVs
- **Capacity:** 2-6 guests per site
- **Features:**
  - Gravel pads
  - Fire pits
  - Picnic tables
- **Services:** None (unserviced)

Group Campsite (1 site)

- **Type:** Unserviced site for maximum of 3 tents or trailers or small RVs

- **Capacity:** 4-10 guests
- **Features:**
    - Gravel pad
    - Fire pit
    - Picnic tables
- **Services:** None (unserviced)

Tiny Home - located at Group Site

- **Size:** ~200 sq ft
- **Capacity:** Up to 6 guests
- **Construction:** Wood-frame, insulated, self-contained
- **Services:**
    - Independent power (generator/solar)
    - No water

Sauna Building & Shower House

- **Structure:** Wood-frame insulated building
- **Features:**
    - Wood-burning sauna
    - Existing shower facilities
- **Capacity:** 6–10 at a time
- **Services:**
    - 1000gallon Water storage and generator powered pump system
    - Existing well water

Cold Plunge

- **Type:** Cold immersion tub
- **Water:** Filled manually from existing well or via hauled water
- **Drainage:** Controlled drainage away from structures

Barn (Event Space)

- **Structure:** Existing repurposed open air horse barn
- **Size:** ~56 ft x 26 ft (event space portion)

- **Use:**
    - Weddings, reunions
    - Group events
    - Retreats
- **Capacity:** Up to ~75–100 people
- **Services:**
    - Generator-powered electricity

Store / Common Area (previous stable office)

- **Use:**
    - Retail (branded merchandise, snacks, basic groceries)
    - Guest check-in
- **Size:** 10ft X 25ft
- **Services:** Generator/solar power 8 100 W panels

Caretaker Cabin

- **Use:** On-site staff accommodation
- **Occupancy:** 1–3 staff
- **Purpose:** Daily operations and emergency response presence. Whenever guests are on site, there is an overnight caretaker.
- **Services:** solar, generator, propane

2. Water & Wastewater Plan

Water Supply

- Non-potable water on-site from existing well
- Used for:
    - Showers
    - Sink stations
    - Limited guest use
- Drinking water:
    - Guests advised to bring potable water or they can buy bottled water at the camp store

Wastewater

- Existing outhouses / pit toilets for general guest and employee use
- No municipal sewer connection
- Shower water (biodegradable products only allowed in shower) is dispersed away from the structure and more than 200m from the creek
  - Wastewater upgraded plan in progress - Licensed professional retained

Dump Station

- No permanent dump station on site

Washroom Facilities

- Pit toilets located throughout property pumped by septic companies
- Pit toilets cleaned daily and serviced as needed by professional septic companies
- Shower house available for guests, biodegradable soap provided and required
- Portable washrooms used for events as needed
  - Wastewater upgraded plan in progress - Licensed professional retained

3. Solid Waste Disposal

- Waste collected in wildlife-resistant bins
- Regular removal as needed to approved landfill facilities

- All guests provided with wild smart information and instructed on Parks Canada quality instruction for clean campsites
- Guests instructed to:
  - Properly bag garbage
  - Not leave waste unattended
  - Keep a clean camp site

4. Emergency Response Plan

Communication

- Cellular service available at main cabin/parking lot area and between cabins 5 and 7
- Wifi available
- Staff equipped with mobile phones and/or radios
- Less than 20 km of the nearest Emergency Services Department in Benchlands
- Clear pathways maintained throughout the property
- 3 air horn blows indicate an emergency

- All guests notified of emergency by door to door communication to ensure all are accounted for using the daily guest list

Responsible Parties

- Caretaker on site at all times
- Ownership available on-call when not on site

Emergency Access

- Clearly marked access roads
- Property accessible to emergency vehicles

5. Fire Safety Plan

Evacuation

- Muster point located in main parking area
- Clearly communicated to guests upon arrival
- Clear pathways maintained throughout the property

Firefighting Resources

- Fire extinguishers:
  - Located in cabins, common areas, and key structures
- Water access:
  - Stored 1000 gallon water tanks with hoses allocated specifically for fire fighting
  - Non potable water on site from existing well

Safety Equipment

- Smoke detectors in cabins
- Carbon monoxide detectors in enclosed structures

6. Fire Prevention Measures

- Fires are only permitted in designated metal fire pits provided
- Fire pits located a safe distance from structures and trees

- Guests can use portable stoves, hibachis, or barbecues, provided they use the fuel type they were designed for.
- Guests are required to extinguish fires completely
- Random fires (outside designated spots) are not allowed and pose a serious threat to the area and its facilities
- Fire-fighting equipment is available in each cabin and any other structure.
- Trapper's roads are wide enough for fire trucks and emergency vehicles.
- It is required by all guests to confirm if there is an active fire ban before lighting any fire. Trapper's employees will enforce any fire ban
- Fires must not be left unattended, even briefly.
- Fireworks of any kind are strictly prohibited
- Smoking in designated areas and all debris required to be fully extinguished and disposed of properly

Cooking Facilities

- Propane BBQs in designated areas
- Personal camp stoves permitted
- No open flame cooking near structures

7. Wildlife Safety

- Bear-resistant garbage bins
- Strict "no food left outside" policy
- Guests educated on:
    - Wildlife awareness
    - Proper food storage
- Regular monitoring by staff
- Wild Smart information provided to every guest

8. Staffing

- 1–3 staff typically on site during operating season
- Hours: 24 hours when guests on site
- Increased staffing during events

9. Guest Check-In / Check-Out

- **Check-in:** 4:00 PM
- **Check-out:** 11:00 AM

Procedure:

- Guests check in at store/common area
- Provided with:
    - Site/cabin details
    - Safety rules
    - Emergency information
    - Wild Smart information
    - Additional booklet of information also provided in each cabin

Trapper's Hill Campground Ltd aims to establish a welcoming outdoor destination that caters to families, adventure seekers, and nature enthusiasts. Our business plan outlines strategies for site development, marketing, and customer engagement, focusing on providing exceptional amenities and memorable experiences. Financial projections, operational plans, and sustainable practices are integral to our approach, ensuring both profitability and environmental stewardship as the campground evolves.

Our unique off-grid experience overlooking Banff National Park offers guests the opportunity to unwind in a tranquil, natural setting while enjoying a variety of accommodations. We provide comfortable lodging options, including 10 cabins, 6 bunkies, tiny home and campsites, designed to blend seamlessly with the surrounding landscape. Modern amenities such as a shower house and sauna ensure a relaxing stay, and thoughtful provisions like waste disposal, bear-proof garbage bins, and Wild Smart information packages highlight our commitment to safety and environmental awareness. This combination of rustic charm and practical solutions creates a memorable adventure for every visitor.

We offer a Parks Canada-style experience as a more affordable, less crowded alternative. With peaceful surroundings and excellent facilities, guests can relax and immerse themselves in nature without the hustle and bustle found at larger, busier areas. Whether you are seeking adventure or tranquility, our location is an ideal choice for those wanting an authentic Alberta outdoor experience at great value.

When we acquired the lease of Trappers, there were 10 cabins available; however, an additional 8 bunkies and one tiny home are required to achieve profitability for the business. This shortfall highlights the importance of expanding our cabin inventory to meet the financial targets set for

sustainable operations. Increasing the number of cabins would not only allow us to accommodate more guests but also help cover operational costs and ensure long-term viability.

We continue to offer camping as an excellent alternative to the free-range camping commonly seen in the Ghost PLUZ. Our vision for the Ghost region includes ensuring that visitors remain on designated trails, use provided restroom facilities, utilize established campfire pits, and dispose of garbage properly. Trappers provides an ideal setting where these objectives can be met, while still allowing guests to fully enjoy the outdoor experience.

To further distinguish Trapper's Hill Campground Ltd as a destination, we are actively exploring opportunities to enhance guest experiences through expanded programming and special event offerings. By developing tailored packages for weddings, reunions, and group retreats, we aim to attract a broader clientele and meet the growing demand for unique outdoor gatherings.

We hope this plan suits the broader community in the MD of Bighorn and surrounding area. Our aim is to support both local residents and visitors by fostering responsible recreation, environmental stewardship, and community engagement. Through ongoing collaboration with regional partners and commitment to continuous improvement, Trapper's Hill Campground Ltd strives to be a positive influence in the area, contributing to the preservation of natural resources and the creation of lasting memories for all who visit.

Municipal District of Bighorn No. 8
No. 2 Heart Mountain Drive, P.O. Box 310, Exshaw, Alberta T0L 2C0
Phone: (403) 673-3611 • Calgary Direct: (403) 233-7678
Fax: (403) 673-3895 • bighorn@md.bighorn.ca

AMENDMENT TO DEVELOPMENT PERMIT 02/01

Development Application of Lazy H Trail Company Lt. (Richard Blair) for an Amendment to DP 02/01 (Convert Tents to Cabins with a Rear Yard Setback Relaxation at Trapper Hill Site) at location legally described as Ptn. N ½ Sec. 34, Twp. 26, Rge. 8, W5M (MLL 000007) in the Forest Reserve, as further described on Application No. 02/01, has been **APPROVED** subject to the following conditions:

1. All construction shall conform to the Alberta Building Code.
2. By January 31, 2004, the applicant shall provide the MD of Bighorn with a slope stability assessment prepared by a qualified, Alberta-registered geotechnical engineer that evaluates the stability of the slope that exists immediately south of the cabins sites in terms of the presence of these cabins and their associated safety issues. The assessment must contain recommendations as to minimum safe setbacks for the cabins, and the cabins shall be moved back from their current locations by at least that distance if necessary.
3. The conditions of approval listed in Development Permit No. 02/01 remain in effect except as they may be affected by this amendment.
4. Pursuant to Sections 4.3.5 and 12.5.8 of Land Use Bylaw No. 19/96 as amended, the Municipal Planning Commission grants a relaxation to the rear yard setback so that the cabins may be located as close as 3m from the top of the escarpment (if allowed by the slope stability assessment).

NOTE: THIS PERMIT DOES NOT EXCUSE VIOLATION OF ANY REGULATION OR ACT WHICH MAY AFFECT THIS PROJECT, NOR DOES IT EXCUSE THE PERMIT HOLDER FROM OBTAINING PERMITS OR LICENCES WHICH MAY BE REQUIRED BY PROVINCIAL AGENCIES OR OTHER AUTHORITIES; IN PARTICULAR, PERMITS FOR ELECTRICAL, PLUMBING OR GAS.

A BUILDING PERMIT MUST BE OBTAINED FROM THE MUNICIPAL DISTRICT OF BIGHORN NO. 8 PRIOR TO THE START OF CONSTRUCTION.

Date of Decision:	October 15, 2003
Date of Notice of Decision:	October 22, 2003
Date of Issue of Development Permit:	November 6, 2003

[redacted]

T. GREG BIRCH, DEVELOPMENT OFFICER
MUNICIPAL DISTRICT OF BIGHORN NO. 8

You are hereby authorized to proceed with the development specified, provided that all stated conditions are or have been complied with.
This Permit shall be null and void if development has not commenced or been carried out with reasonable diligence within twelve months of the date of issue of this permit.

cc: Land File

ATTACHMENT #8

Alberta Forestry and Parks

Lands Division
Lands Delivery & Coordination – North Branch
Public Lands Disposition Management
5th floor, South Petroleum Plaza
9915 – 108 Street
Edmonton, Alberta, T5K 2G8
https://www.alberta.ca/land

January 30, 2025 Our File: DML000007

Trapper's Hill Campground Ltd. Via Email: [redacted]
[redacted]
[redacted]

RE: NOTICE OF ASSIGNMENT APPROVAL OF DML000007
EFFECTIVE DATE OF ASSIGNMENT: January 30, 2025
EXPIRY DATE: May 01, 2043

In accordance with section 43(1) of the *Public Lands Act*, the assignment of the Disposition from the Assignor(s): Lazy H Trail Company Limited

to the Assignee: Trapper's Hill Campground Ltd.

is hereby approved. The Disposition is attached.

You must comply with the Disposition, the *Public Lands Act* and the *Public Lands Administration Regulation.* You may obtain copies of the legislation at: http://www.qp.alberta.ca/Laws_Online.cfm or contact the King's Printer at 780-427-4952 to order a paper copy.

Please notify the relevant municipality of the change in Disposition Holder so that property tax is assessed against the correct party.

The Assignor must notify any other disposition holders that pay compensation to the Assignor based on the Disposition of the assignment. If you require further information regarding existing interests on the land under the Disposition, you may obtain a copy of the “Land Standing Report” through the Electronic Transfer System. Information about applying for access to the system is found here: https://www.alberta.ca/Electronic-transfer-system.aspx. Please note that the Land Standing Report reveals information on a quarter-section basis, rather than the precise boundaries of a disposition.

If you have any questions about this matter, please contact or via email at lands-assignments@gov.ab.ca.

[redacted]

Public Lands Disposition Management Section

cc: Lazy H Trail Company LimitedPO BOX 1840 Cochrane, Alberta T4C 1B7
cc: Paul Gill C/O Field Law 400, 444 7th Avenue SW, Calgary, Alberta T2P 0X8 pgill@fieldlaw.com

Alberta Government

DISPOSITION

PROVINCE OF ALBERTA

PUBLIC LANDS ACT

R.S.A. 2000, c.P-40, as amended

DISPOSITION TYPE
Miscellaneous Lease

DISPOSITION NUMBER
DML000007

PURPOSE
Recreational Development - Commercial

ACTIVITY
Recreational Campground

DISPOSITION HOLDER(S)
TRAPPER'S HILL CAMPGROUND LTD.

PLAN NUMBER
72269MS

VERSION DATE
2018/09/24

EFFECTIVE DATE
2025/01/30

EXPIRY DATE
2043/05/01

Pursuant to the Public Lands Act RSA 2000, c P-40 this disposition is issued on the date noted above subject to the attached terms and conditions

Jane Dadson, Public Lands Disposition Management Section, *Public Lands Act*

ADMINISTRATIVE CONDITIONS

Definitions

1 All definitions in the Public Lands Act, RSA 2000, c P-40 and regulations apply except where expressly defined in this Disposition.

"Activity" means the construction, operation, use and reclamation for which this Disposition has been issued as referred to on the first page of this Disposition.

"Disposition" means this disposition, granted pursuant to the Act, which includes this document in its entirety, including all recitals, appendices and schedules.

“Disposition Holder” means the person, organization or entity referred to as such on the first page of this Disposition.

"Lands" means that portion of Public Lands as identified in the approved Plan which forms part of this Disposition.

"Regulatory Body" means the Department of Forestry and Parks.

"Regulation" means all regulations, as amended, under the Act.
means the period of time referred to in section 5 of this Disposition.

"Term" means the period of time referred to in section 5 of this Disposition.

Grant of Disposition

2 The Regulatory Body issues this Disposition to the Disposition Holder, in accordance with section 15 of the Act subject to the terms and conditions contained in this Disposition.

3 The Disposition Holder must only enter, occupy and use the Lands for the purpose* and activity as referred to as such on the first page of this Disposition.

4 Notwithstanding any references in this Disposition, the Act, or the Regulation, this Disposition is not intended to be, nor shall it be interpreted as or deemed to be a lease of real property at common law.

Term

5 The term of this Disposition is the period of time commencing on the Effective Date and ending on the Expiry Date, unless otherwise changed in accordance with the Act and Regulations.

Disposition Fees and other financial obligations

6 The Disposition Holder must pay all fees, rents, charges, security and other amounts payable in accordance with the Act and Regulations.

7 The Disposition Holder must pay as they become due and payable, any tax, rent, rate or assessment that is duly assessed and charged against the Disposition Holder, including but not limited to property taxes and local improvement charges with respect to the municipality in which the Lands are located.

Notwithstanding that this Disposition has expired, the Disposition Holder remains liable for the amount of the rent, property taxes and local improvement charges. Notwithstanding that this Disposition has been cancelled, the Disposition Holder remains liable for the amount of the property taxes and local improvement charges, as calculated on a pro-rated basis from January 1st of the last year of the Term to the date of cancellation of the Disposition.

8 The Disposition Holder must pay all costs to the appropriate service provider or to the Regulatory Body charges with respect to the supply and consumption of any services and the disposal of garbage.

Compliance

9 The Disposition Holder must obtain federal, provincial, municipal, and other permits and approvals, as applicable, with respect to activities that may take place on the Lands.

Condition of the Lands

10 The Disposition Holder accepts the Lands on an “as is” basis.

Improvments to the Lands

11 The Lands and buildings, structures and equipment erected thereon must only be used by the Disposition Holder for the activity by this Disposition.

Impact on Other Disposition Holders

12 The Disposition Holder is responsible for damage to improvements or to the lands on which prior rights have been issued, including damage to traps, snares or other improvements.

13 The Disposition Holder is required to contact the registered trapper(s) identified on an Activity Standing Search Report by registered mail at least ten days prior to commencing the activity.

Province's Use of the Lands

14 The Province may reconstruct, expand or alter its facilities on the Lands in any manner. The Disposition Holder must, if directed by the Regulatory Body, relocate the Disposition Holder's improvements at the Disposition Holder's expense in order to facilitate reconstruction, expansion or alteration or removal and reclamation of the Province’s facilities.

15 The Disposition Holder acknowledges that:

a) the Regulatory Body may issue additional dispositions to any person authorizing that person to enter onto, use and occupy the Lands for various purposes* including, but not limited to, the extraction and removal of merchantable resources, or to conduct development, including, but not limited to mineral resource development;
b) the Regulatory Body retains revenues from such additional dispositions; and
c) the Disposition Holder is not entitled to any reduction in its fees, rents, charges or other amounts payable on the basis that additional dispositions relating to the Lands have been issued.

Assignment, Subletting and Encumbrances

16 The Disposition Holder must not:

a) Permit any builder's liens or other liens for labour or material relating to work to remain filed against the Lands; or
b) Register, cause or allow to be registered, or permit to remain registered any caveat or encumbrance against the title to the Lands, without first obtaining the prior written consent of the Regulatory Body, which may be arbitrarily withheld.

Default and Termination

17 The Regulatory Body may cancel this Disposition immediately if:

a) a creditor lawfully seizes any of the Disposition Holder's property on the Land;
b) the Disposition Holder is adjudged bankrupt or makes a general assignment for the benefit of creditors;
c) a receiver of any type is appointed for the Disposition Holder's affairs;
d) in the Regulatory Body's opinion, the Disposition Holder is insolvent;

18 When a Disposition has been terminated, the Regulatory Body may cancel any associated dispositions.

19 The Regulatory Body may, upon written notice to the Disposition Holder of not less than 60 days, cancel this Disposition or withdraw any part of the Lands from this Disposition as is necessary to construct works including but not limited to banks, drains, dams, ditches, canals, turnouts, weirs, spillways, roads or other structures necessary or incidental to those works.

Indemnification and Limitation of Liability

20 The Disposition Holder indemnifies and holds harmless the Regulatory Body, its employees, and agents against and from all actions, claims, demands, or costs (including legal costs on a solicitor-client basis) to the extent arising from:

a) the Disposition Holder's breach of this Disposition, or
b) any actions or omissions, negligence, other tortious act, or willful misconduct

of the Disposition Holder, or of those for whom the Disposition Holder is legally responsible, in relation to the exercise of the rights, powers, privileges or duties under this Disposition.

21 The Disposition Holder will not be entitled to any damages, costs, losses, disbursements, or compensation whatsoever from the Province or the Regulatory Body, regardless of the cause or reason therefore, on account of:

a) partial or total failure of, damage caused by, lessening of the supply of, or stoppage of utility services or any other service;
b) the relocation of facilities or any loss or damage resulting from flooding or water management activities;
c) the relocation of facilities or any loss or damage resulting from wildfire or wildfire management activities;
d) any damage or annoyance arising from any acts, omissions, or negligence of owners, occupants, or tenants of adjacent* or contiguous property; or
e) the making of alterations, repairs, improvements or structural changes to the utility services, if any, anywhere on or about the Lands provided the same, must be made with reasonable expedition.

Insurance

22 The Disposition Holder must at all times during the Term, at its own expense and without limiting the Disposition Holder's liabilities insure its Activities conducted on the Lands as follows:

a) General insurance in an amount not less than $2,000,000 inclusive per occurrence, insuring against bodily injury, personal injury, and property damage including loss of use.
b) Automobile liability insurance on all vehicles owned, operated or licensed in the name of the Disposition Holder and used on or taken onto the Lands or used in carrying out the Activities authorized under this Disposition in an amount not less than $2,000,000;
c) Forest fire fighting expense endorsement coverage in an amount not less than $250,000;
d) Such additional insurance in an amount and of a type as directed in writing by the Regulatory Body.

23 The Disposition Holder must on request of the Regulatory Body, provide the Regulatory Body with of a detailed certificate of insurance, and a copy of each required insurance policy.

24 The Disposition Holder must have each insurance policy required under the Disposition endorsed to provide the Regulatory Body with at least 30 days advance written notice of cancellation or material change.

Notices

25 The Disposition Holder must maintain current contact information with the Regulatory Body.

General

26 The Disposition Holder must:

a) generate and receive an Entry Confirmation Number through the Electronic Disposition System (EDS) within 72 hours of commencing the activity; and

b) provide other notifications in relation to the status of the activity as directed in writing by the Regulatory Body.

27 The Disposition Holder shall comply with the application, including but not limited to, the commitments made in the application.

30 The Regulatory Body may, upon its own initiative, cancel, suspend or amend the disposition at any time, to the extent authorized to do so by the applicable legislation.

31 Applicable Incidental Activities as identified in the related disposition application and that meet the applicable incidental activity criteria are subject to the terms and conditions of the related Disposition. Areas identified as applicable incidental are available for use for a term of five years from approval date of the related Disposition.

32 Any incidental disturbance associated with this approval must have interim reclamation* completed before the expiry of the short term approval.

Land Management

Approval	Condition
1031-AS	Where a Higher Level Plan* exists, the Disposition Holder must follow any direction provided within that plan.
1033-AS	With the exception of pipelines, for activities that fall within any reservation with a purpose code of Fish and Wildlife Resources and encompassing a section of land (259 hectares) or less, located in the Provincial White Area, the Disposition Holder must construct all activities within lands previously disturbed or cleared. Where no previous disturbance exists, activities must occur within 100 metres of the reservation perimeter.
1042-AS	In native grassland* areas, the Disposition Holder must construct pipelines to minimal disturbance*. Pipeline trenches must not exceed the pipe diameter plus an additional 30 centimetre trench width. a. in areas where greater ground disturbance is required, pre-stripping for soil salvage is required and replacement can occur upon interim reclamation*. b. where stripping occurs on native grasslands*, temporary soil storage must utilize geotextile to separate stored soils from undisturbed soils.
1044-AS	The Disposition Holder must not locate activities within 45 metres from the top of any coulees* with the exception of activities such as; access, pipelines and linear easements crossing those features.
1049	The Disposition Holder must remove all garbage and waste material from this site.
1050	The Disposition Holder must ensure any wildlife attractant* remaining on site overnight is placed in secure bear resistant containers and ensure that these containers are emptied on a regular basis to avoid excess garbage being present on the land or when the Disposition Holder will be off the land for more than two days.
1051	The Disposition Holder must ensure public accessibility to the Disposition and the associated facilities.
1053	The Disposition Holder must not enter the boundaries of any research or sample plot unless consent is received from the reservation holder.
1061	Where FireSmart activities are considered, the Disposition Holder must follow Information Letter- “Authorization of FireSmart Activities on Public Land” as amended from time to time.

Vegetation

Approval	Condition
1300	The disposition holder must manage all regulated weeds to the satisfaction of the regulatory body.
1304	For fire control purposes on forested lands, the Disposition Holder must dispose of excess coarse woody debris* not utilized for rollback* or stockpiled for reclamation*.
1305	Within FireSmart Community Zones*, the Disposition Holder must dispose of coarse woody debris* by burning unless a Debris Management Plan has been approved under the Forest and Prairie Protection Act.

Soil

Approval	Condition
1356	The Disposition Holder must not conduct the Activity during adverse ground conditions*.
1357	The Disposition Holder must prevent erosion* and sedimentation on to adjacent* Lands or Water bodies * that results from the activity.
1359-AS	The Disposition Holder must not remove from the Lands topsoil* or subsoil* unless approved in writing by the Regulatory Body.
1363	All reclamation material* must be considered suitable as defined in the May 2001 Salt Contamination Assessment Guidelines and meet the February 2016 Alberta Tier 1 Soil and Groundwater Remediation Guidelines, as amended or replaced from time to time.
1367	The Disposition Holder must not mix wood chips with any reclamation material*.
1368	The Disposition Holder must not apply wood chips to the lands at a depth greater than five (5) centimeters.
1369	The Disposition Holder must manage wood chips in accordance with the directive ID 2009-01 Management of Wood Chips on Public Land as amended from time to time.
1370	The Disposition Holder must not store piles or windrows of reclamation material* within standing timber.
1371	The Disposition Holder must not use soil sterilant on the Lands.

Watercourse - Waterbody

Approval	Condition
1412	The Disposition Holder must acquire an authorization for access (off-disposition) for water withdrawal activities.
1419	For use of equipment within the bed of a water body*, the Disposition Holder must prior to operations follow the “Decontamination Protocol for Work in or Near Water”, as amended from time to time.
1420	The Disposition Holder must provide a completed Record of Decontamination form as proof of decontamination to the Regulatory Body upon request.

Reclamation

Approval	Condition
1453	The Disposition Holder must complete temporary reclamation* on the Lands within 1 growing season of construction phase* for all topsoil* and subsoil* stockpiles required for final reclamation*.
1454	The Disposition Holder must prior to seeding herbaceous seed in forested* or peatlands* submit a Request for Seeding in writing to the Regulatory Body that contains all of the following: a. rationale for conducting seeding of herbaceous species*; b. a description of the proposed site for seeding including information with respect to the following: i. whether the Lands are subject to high erosion* and; ii. whether the Lands are prone to invasion from agronomic or weed species.

	c. a proposed seed mix composition for re-vegetation of the Lands in accordance with the Native Plant Revegetation Guidelines for Alberta, 2001 as amended or replaced from time to time or a rationale for alternate species; d. provide a seed certificate in accordance with the Seed Act for the seed mixed mix to be used for re-vegetation* and; any other information requested by the Regulatory Body.
1455	The Disposition Holder must only conduct seeding in accordance with the written authorization of the Regulatory Body.
1456	The Disposition Holder must when seeding cultivated lands*; a. use agronomic or forage seed that meets or exceeds Certified #1 as outlined in the Seeds Act and Seeds Regulations; b. use seed mixes that are free of species listed in the Weed Control Act and; c. provide a seed certificate to the Regulatory Body within 30 days of request.
1457	Within the Green Area* of the Province, the Disposition Holder must re-vegetate the Lands with trees or shrubs that meet the requirements of the December 2016 Alberta Forest Genetic Resource Management and Conservation Standards document, as amended or replaced from time to time.
1459	The Disposition Holder must not have slash and rollback* accumulations within five (5) metres of the perimeter of the disposition boundary, greater than the percent ground cover on the surrounding undisturbed forest floor.
1463	For final reclamation*, the Disposition Holder must complete all of the following: a. contour the disturbed land to the pre-disturbance landform or to the landform approved by the Regulatory body; b. replace all stockpiled subsoil*, then replace all stockpiled topsoil*; c. spread all coarse woody debris* on forested lands* and; d. reclamation materials* must be replaced over the entire area from which they were removed unless otherwise approved in writing by the Regulatory Body.
1464	The Disposition Holder must reclaim the Lands to the pre-disturbance land use type* unless otherwise authorized in writing by the Regulatory Body.

Integrated Use on Agriculture and Grazing Lands

Approval	Condition
1505	If the location of an activity prevents livestock access to identified watering locations or facilities, the Disposition Holder must provide permanent or temporary alternate water source(s) that are reliable and clean.
1512-AS	The Disposition Holder must locate activities and associated facilities, outside of native grasslands* or identified improved (tame) pasture areas, unless doing so results in greater disturbance (footprint hectares) or negative environmental impacts.
1513	The Disposition Holder must contact allotment holders as per Section 21 of the Forest Reserve Regulation to ensure that proposed activities do not have a

	material impact on the grazing rights of an allotment holder.
1515-AS	Before applying for a Temporary Diversion License (TDL), the Disposition Holder must receive clearance from the Provincial Agrologist to access water from designated livestock watering sources such as dugouts, surface ponds or developed springs.
1516	As per Section 2(3) of the Forest Reserves Regulation, in the event of any inconsistencies between this Regulation and the Public Lands Act or the Forests Act or any regulation made under either of those Acts, this Regulation prevails.

Wildlife

Approval	Condition
1600	The Disposition Holder must conduct a complete and immediate Wildlife Sweep* of the Lands subject to the disposition prior to any activity, as per the "Wildlife Sweep Protocol".
1601	The Disposition Holder must submit observations from a Wildlife Sweep* to the Fisheries and Wildlife Management Information System (FWMIS) and notify the issuing Regulatory Body in writing upon request that the Wildlife Sweep* was completed.
1602-AS	The Disposition Holder must incorporate a buffer* zone of a minimum width of 100m undisturbed vegetation, where an established buffer* does not already exist for any and all key habitat features including, but not limited to leks*, nests, dens and houses identified in the Wildlife Sweep*.
1603	When Wildlife Surveys* are required, the Disposition Holder must submit results as defined by the sensitive species inventory guidelines from Wildlife Survey* to the Fisheries and Wildlife Management Information System (FWMIS).
1608	The Disposition Holder must incorporate buffers*, setbacks and activity timing restrictions for any and all key habitat features including, but not limited to leks*, nests, dens and houses identified in the wildlife survey*.
1611-AS	The Disposition Holder must conduct appropriate pre-application wildlife* surveys as per the direction of the Sensitive Species inventory Guidelines as amended from time to time where you intersect any of the following sensitive species; • Sensitive Raptor Range • Burrowing Owl Range • Sensitive Snake Hibernacula Range • Sharp-tailed Grouse Survey • Swift Fox Range • Ords Kangaroo rat Range • Piping Plover Waterbodies • Endangered and Threatened plant Ranges • Grassland and Parkland Natural Regions (Grassland Bird Surveys)

Endangered and Threatened Plants Ranges

Approval	Condition
1860-AS	The Disposition Holder must not conduct any activities between October 1 and June 1 if pre-construction surveys are not completed.
1861-AS	The Disposition Holder must not conduct any activities within 300 metres from an Endangered or Threatened plant species as listed under the Alberta Wildlife Act.
1862-AS	The Disposition Holder must not conduct any activities within 30 metres from an Endangered or Threatened plant species as listed under the Alberta Wildlife Act.

1863	The Disposition Holder must not use any Ribes species for revegetation in any limber or whitebark pine ranges.

Other Sensitive and Endangered Species

Approval	Condition
1880-AS	Between April 15 and August 15, the Disposition Holder must not conduct any activities* within 100 metres of an active nest site for Federally listed species.

Grizzly Bear

Approval	Condition
1935	The Disposition Holder must not seed legumes.
1936	The Disposition Holder must re-vegetate activities, associated facilities and clearings to vegetative species compatible and consistent with the adjacent vegetation type.

Key Wildlife and Biodiversity Areas

Approval	Condition
2002-AS	The Disposition Holder must not conduct any activity within 100 metres of the edge of a valley break or within 100 metres of a bed and shore where the valley break is not defined, with the exception of activities such as; access, pipelines and linear easements crossing the zone.
2008	The Disposition Holder must not seed legumes.

Mountain Goat and Sheep Zone

Approval	Condition
2026	The Disposition Holder must not use domestic sheep or domestic goats for any purpose, including but not limited to vegetation management or weed control.

Critical Habitat of Aquatic Species of Risk

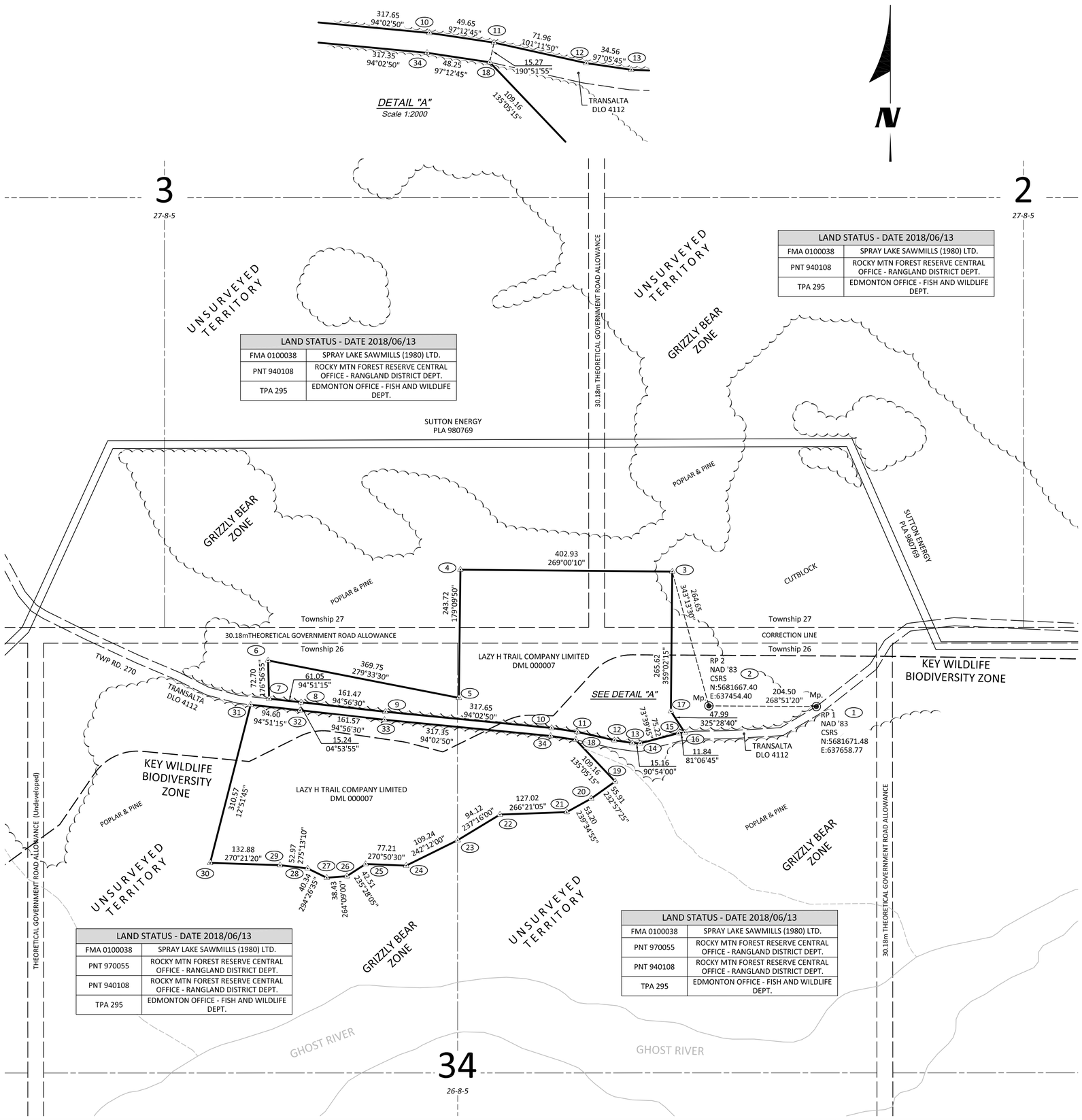
Approval	Condition
2040-AS	Disposition holders must comply with all applicable federal Critical Habitat Orders issued under section 58 of the Species at Risk Act (Canada). Proponents and disposition holders should contact Fisheries and Oceans Canada in relation to the application of the Species at Risk Act (Canada) and any relevant Critical Habitat* Orders. Fisheries Protection Program Fisheries and Oceans Canada 867 Lakeshore Road Burlington, Ontario L7S 1A1 Telephone: 1-855-852-8320 Email: FisheriesProtection@dfo-mpo.gc.ca Web address: Fisheries and Oceans Canada – Fisheries Protection Program http://www.dfo-mpo.gc.ca/pnw-ppe/fpp-ppp/index-eng.html Web address: Fisheries and Oceans Canada – Aquatic Species at Risk http://www.dfo-mpo.gc.ca/species-especes/sara-lep/index-eng.html Web address: Species at Risk Public Registry https://www.canada.ca/en/environment-climate-change/services/species-risk-

	public-registry.html

Grassland and Parkland Natural Region

Approval	Condition
2054	On native grasslands*, the Disposition Holder must not crimp straw* subject to the following exceptions: a) The straw* used for crimping must be sourced from a native species* from the same ecological range site* as the Lands; b) The weed analysis for the straw* used for crimping must comply with the Weed Control Act, as amended or replaced from time to time.
2060	For activities that fall within native grasslands* as identified by the Montane Subregion that requires Assisted Natural Recovery*, the Disposition Holder must submit a request for Assisted Natural Recovery in writing to the Regulatory Body that contains all of the following: 1. Rationale for conducting Assisted Natural Recovery*; 2. A description of the proposed site for Assisted Natural Recovery* including information with respect to the following: a. whether the Lands are subject to high erosion; b. whether the soil on the Lands has been disturbed to an area greater than 50m2; c. whether the Lands are prone to invasion from agronomic or weed species; 3. A proposed seed mix composition for re-vegetation of the Lands: a. that is consistent with native plant communities that are adjacent to and in the immediate vicinity of the Lands as determined by the Range Plant Community Type and Carrying Capacity for the Montane Subregions of Alberta, as amended or replaced from time to time; 4. Provide a seed certificate in accordance with the Seed Act for the seed mix to be used for Assisted Natural Recovery* and; 5. Any other information requested by the Regulatory Body.
2067	On native grassland* as identified by the Native Grassland and Parkland layer, the Disposition Holder must use only above-ground sumps.
2068	The Disposition Holder must not construct activities on native grassland* within the Grassland and Parkland Natural Region between April 15th and August 15th, unless grassland bird surveys are completed as per the Sensitive Species Inventory Guidelines Protocol as amended.
2069	The Disposition Holder must not conduct any activities within 100 metres of an active nest site between April 15th and August 15th for the following species: • short-eared owl

	• mountain plover • long-billed curlew • upland sandpiper • Sprague's pipit • Chestnut-collared longspur • Loggerhead Shrike • Bank Swallow



LAND STATUS - DATE 2018/06/13	
FMA 0100038	SPRAY LAKE SAWMILLS (1980) LTD.
PNT 940108	ROCKY MTN FOREST RESERVE CENTRAL OFFICE - RANGLAND DISTRICT DEPT.
TPA 295	EDMONTON OFFICE - FISH AND WILDLIFE DEPT.

LAND STATUS - DATE 2018/06/13	
FMA 0100038	SPRAY LAKE SAWMILLS (1980) LTD.
PNT 970055	ROCKY MTN FOREST RESERVE CENTRAL OFFICE - RANGLAND DISTRICT DEPT.
PNT 940108	ROCKY MTN FOREST RESERVE CENTRAL OFFICE - RANGLAND DISTRICT DEPT.
TPA 295	EDMONTON OFFICE - FISH AND WILDLIFE DEPT.

LAND STATUS - DATE 2018/06/13	
FMA 0100038	SPRAY LAKE SAWMILLS (1980) LTD.
PNT 940108	ROCKY MTN FOREST RESERVE CENTRAL OFFICE - RANGLAND DISTRICT DEPT.
TPA 295	EDMONTON OFFICE - FISH AND WILDLIFE DEPT.

Table of Coordinates

Point Number	Northing	Easting	Coordinate Type	Point Description
1	5681671.48	637658.77	OC	Geo-reference Point - Fd. I. Mp. PLA 980769
2	5681667.40	637454.40	OC	Geo-reference Point - Fd. I. Mp. PLA 980769
3	5681920.68	637378.05	EC	Campsite Lease Boundary
4	5681913.67	636975.34	EC	Campsite Lease Boundary
5	5681670.07	636978.89	EC	Campsite Lease Boundary
6	5681731.45	636614.41	EC	Campsite Lease Boundary
7	5681658.88	636618.28	EC	Intersection of DLO 4112
8	5681653.72	636679.09	EC	Intersection of DLO 4112
9	5681639.81	636839.89	EC	Intersection of DLO 4112
10	5681617.40	637156.63	EC	Intersection of DLO 4112
11	5681611.17	637205.86	EC	Intersection of DLO 4112
12	5681597.20	637276.43	EC	Intersection of DLO 4112
13	5681592.94	637310.71	EC	Intersection of DLO 4112
14	5681592.70	637325.86	EC	Intersection of DLO 4112
15	5681613.85	637398.01	EC	Intersection of DLO 4112
16	5681615.68	637409.70	EC	Intersection of DLO 4112
17	5681655.20	637382.51	EC	Campsite Lease Boundary
18	5681596.18	637202.99	EC	Intersection of DLO 4112
19	5681518.90	637280.03	EC	Campsite Lease Boundary
20	5681485.23	637235.42	EC	Campsite Lease Boundary
21	5681458.31	637189.56	EC	Campsite Lease Boundary
22	5681450.22	637062.84	EC	Campsite Lease Boundary
23	5681399.35	636983.70	EC	Campsite Lease Boundary
24	5681348.43	636887.11	EC	Campsite Lease Boundary
25	5681349.56	636809.95	EC	Campsite Lease Boundary
26	5681325.47	636774.94	EC	Campsite Lease Boundary
27	5681321.55	636736.72	EC	Campsite Lease Boundary
28	5681338.24	636700.01	EC	Campsite Lease Boundary
29	5681343.06	636647.28	EC	Campsite Lease Boundary
30	5681343.88	636514.46	EC	Campsite Lease Boundary
31	5681646.54	636583.57	EC	Intersection of DLO 4112
32	5681638.54	636677.79	EC	Intersection of DLO 4112
33	5681624.62	636838.70	EC	Intersection of DLO 4112
34	5681602.24	637155.14	EC	Intersection of DLO 4112

AREAS TABLE

TYPE	WIDTH	LENGTH	NEW DISTURBANCE: NEW CUT HECTARES	NEW CUT ACRES	EXISTING CLEARING HECTARES	EXISTING CLEARING ACRES	EXISTING DISTURBANCE HECTARES	EXISTING DISTURBANCE ACRES	TOTAL HECTARES	TOTAL ACRES
CAMPSITE (DML 000007):	Irregular	Irregular	0.00	0.00	0.00	0.00	30.80	76.12	30.80	76.12
TOTAL CAMPSITE AREA:									**30.80**	**76.12**

REV	COMMENTS	DATE
0	ISSUED	13-Jun-18

TABLE OF REVISIONS

The underground structures represented on this plan are at approximate positions only and are based on the best data available at the time of survey. GeoTrek Land Survey Ltd. assumes no responsibility for any missing or omitted underground installations. The location of all buried pipes, cables, conduits or other installations must be verified by the responsible agencies prior to construction.

CALL ALBERTA FIRST CALL 1-800-242-3447

Plan Showing (Hybrid) Survey of

RECREATIONAL CAMPSITE

within theoretical

N.E. 34, N.W. 34, Township 26, Range 8,
S.W. 2, S.E. 3, Township 27, Range 8,
West of the 5th Meridian

MUNICIPAL DISTRICT OF BIGHORN NO. 8

100 50 0 100 200 300 400 500
Metres Scale: 1:5000 Metres

Alberta Land Surveyor's Statutory Declaration
I, Barry Fleece, Alberta Land Surveyor, solemnly declare that

the survey represented by this plan was made under my personal supervision,

the survey was made in accordance with good surveying practices and in accordance with the provisions of the Surveys Act,

the survey was performed on June 6th, 2018
and that this plan is true and correct, and is prepared in accordance with the provisions of the Public Lands Act,

and I make this solemn declaration conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath.

Declared before me at Calgary, Alberta
this 13th day of June, 2018.

Alberta Land Surveyor

Chris Homenko - A Commissioner for Oaths in and for Alberta.
My Commission expires on April 28, 2020

ALBERTA LAND SURVEYORS' ASSOCIATION PERMIT NUMBER P187 GEOTREK LAND SURVEY LTD.

LEGEND:
Positions defined by Establishment Coordinate (EC) shown thus: △
Found statutory iron posts (Fd.I.) shown thus: ●
Portions referred to shown thus: ——
Geo-Reference Point shown thus: ○ RP
Numeric point identifiers are placed next to each point shown thus: (1)

NOTES:
- This plan contains governing coordinates.
- Coordinates and bearings are referred to UTM Zone 11 NAD83 (CSRS) Epoch 2002.
- Bearings are grid, derived at geo-reference point 3 using PPP (Natural Resources Canada Precise Point Positioning Service).
- Distances are ground in metres and decimals thereof.
- Combined scale factor: 0.999602

ABBREVIATIONS:
N=North, S=South, E=East, W=West, L.S.=Legal Subdivision, Sec.=Section, Twp.=Township, Rge.=Range, M.=Meridian, A/R=Access Road, P/L=Pipeline, R/W=Right of Way, EC=Establishment Coordinate, OC=Observed Coordinate

GeoTrek Land Survey
Survey@GeoTrek.ca | 101-2030 11st SE | 403.238.4002

File No.: 543_DML AB
Date: 13-JUN-18

Revision: 0

LAZY H TRAIL CO.

DML000007 AEP Plan: 72269 MS, 2018-09-24, CH

ATTACHMENT #9

From: [redacted]
To: [redacted] Lori Hogarth; Jenny Kasprowicz; Hayley Gavin
Subject: Fw: DML 000007 Trappers hill
Date: Thursday, June 11, 2026 2:17:03 PM
Attachments: [redacted]
ACIMS report.pdf
Historical resource report.msg
SpeciesSummaryReport.pdf
Trappers Survey.pdf
Trappers Hill Site Plan June 11, 2026.pdf
TFA June 11, 2026.pdf

This was received from Geoff at Lands today. I also had a conversation with him. He has acknowledged that **everything** that is existing on the site is approved by the province. Please see his email below. If you need further clarification please call him at 403-297-8591.
I am now submitting again for the new cabins, sauna and seacan. This should satisfy that requirement.
We had the geotechnical engineer on site to do the slope stability test and are awaiting that document.
We had the waste water engineer do his assessment which I can forward to you.

Sincerely,
Christine de Soto
[redacted]

From: Geoff Smith [redacted]
Sent: June 11, 2026 2:00 PM
To: Christine De Soto [redacted]
Cc: Frankie Kerr (she/her) [redacted]
Subject: DML 000007 Trappers hill

Hello Christine.

Frankie and I have discussed this request, as well as the historical development of this lease; buildings and infrastructure placement over time.

Please accept this email as the Departments acceptance of the attached current site plan. This acceptance sets the baseline for all current; buildings, uses and infrastructure as of todays date.

Going forward, any new buildings infrastructure or site services will require a TFA approval and an updated site plan.

For clarity I will restate the above. Any buildings, infrastructure and uses (including barn use as a human gathering area and store) that currently exists on site, and is included within the attached site plan is approved.

Part two; The proposed bunkies as identified on the site plan as blue and green triangles, will require a TFA application, as they are not currently constructed.

I hope this clarifies for acceptance by the Municipal District of Bighorn your development permit applications.

Thanks.

Geoff Smith. RPFT.
Land Management Specialist.
Alberta Forestry and Parks.
Lands Delivery and Coordination South.
Integrated Lands Delivery.

Classification: Protected A

From: Christine De Soto [redacted]
Sent: June 11, 2026 12:34 PM
To: Frankie Kerr (she/her) [redacted]
Cc: Geoff Smith [redacted]
Subject: Fw: TFA 261575

CAUTION: This email has been sent from an external source. Treat hyperlinks and attachments in this email with care.

Hello Frankie and Geoff, I hope you are doing well. I am resubmitting for our TFA at the request of the MD of Bighorn. I had a conversation with Geoff today and we believe that some items were missed on the original TFA that Trappers Hill understood had already been approved on previous TFA's. Those include the shower, conversion of the barn, a camp store for firewood etc..., a sauna and a shipping container for storage. I have added those items in as well as the 6 bunkies from the previous TFA and three more bunkies that we are hoping to get by next year. I have updated the site map and provided a new TFA.
Attached are the following:

- Historical resources report
- Species summary report
- Trappers survey
- ACIMS report
- TFA
- Site map

Please let me know if you have any questions or need any further clarification. Thank you!

Sincerely,
Christine de Soto
[redacted]

From: Christine De Soto [redacted]
Sent: March 20, 2026 2:15 PM
To: Geoff Smith [redacted]
Subject: Re: TFA 261575

Totally makes sense and my oversight.
Here are the updated documents. The only government report that is different is the ACIMS - it now includes the area where the new sauna will go.
The previous historical and FWIMT reports already included that area but I have included them here again for your reference.
Thank you for your patience as I learn how to submit these documents correctly and apologies for making you do this twice!

Sincerely,
Christine de Soto
[redacted]

From: Geoff Smith [redacted]
Sent: March 20, 2026 1:47 PM
To: Christine De Soto [redacted]
Subject: RE: TFA 261575

Thanks

The email is great information, but not something that the M.D. may consider other than just an email. Not as formal.

Geoff.

Classification: Protected A

From: Christine De Soto [redacted]
Sent: March 20, 2026 1:31 PM
To: Geoff Smith [redacted]
Subject: Re: TFA 261575

CAUTION: This email has been sent from an external source. Treat hyperlinks and attachments in this email with care.

Oh darn! Sorry about that. Big mistake on my end. I had put it in the email notes but realize now that was not appropriate for our purposes. I will do some work here and resubmit asap. Thank you!

Sincerely,
Christine de Soto
[redacted]

Alberta Environment and Parks

ATTACHMENT #10

AEP-AAF-01

PLAR Approval/Authorization Application

Commercial, Industrial and Recreational Use Only

Date of Submission: June 11, 2026

1.0 Applicant Information

1.1 Applicant Name: Trappers Hill Campground Ltd

Client ID: 1032499-001 If you do not have a Client ID or need to amend an existing Client ID, please follow the direction found on the [redacted]

Address: [redacted]

City: [redacted] Province/Territory: [redacted] Postal Code: [redacted]

Phone Number: [redacted] Fax Number: [redacted] E-mail: [redacted]

1.2 If applying as an individual(s) are you an employee of the Government of Alberta (GOA) or member of the Legislative Assembly?

If you are a GOA employee, attach approval from the Deputy Minister of your department in accordance with the Code of Conduct & Ethics for the Public Service of Alberta. If you are an MLA, please determine what approval documentation must be submitted with this application and attach.

1.3 Are you 18 years of age or older? Yes

1.4 Agent (Company Name): Trappers Hill Campground Ltd Contact Person: Christine de Soto

Address: [redacted]

City: [redacted] Province/Territory: [redacted] Postal Code: [redacted]

Phone Number: [redacted] Fax Number: [redacted] E-mail: [redacted]

2.0 General Information

Is this activity associated to an existing disposition or authorization? Yes - identify all disposition #s

DML000007			

Add Row

Proposed activity: Recreational Development - Commercial-Day Use Area / Cabin (see PLAR table A1)

Add

Other: 9 additional cabins (6 microcabins, 3 larger 4 person cabins, all unserviced bunkie style), shower house, sauna, shipping container for storage, camp supply store out of existing barn, barn converted to gathering area (no structural changes) for group bookings

Name of Project: (Optional)

2.1 Was this application discussed with a Lands (Department) Officer? Yes

Name of Officer: Geoff Smith and Frankie Kerr

Date of Discussion: March 16, 2026

Details of Discussion: regarding cabins and area for new cabins, details of disposition history

2.2 Has a Land Standing Report been completed for the requested lands? No If "Yes" please attach the report.

If No your application may be rejected or will require a land standing report to be submitted prior to issuance.

2.3 Were any reservations/notations identified based on a Land Standing search? No

If Yes, identify the Reservation/Notation number within the table below and follow the direction identified in the Approvals or Authorizations user manual.

2.4 Are there any Permanent Sample Plots listed within 100m? No

Alberta Environment and Parks

Permanent Sample Plots Information

2.5 Is the requested land free of stakeholder conflicts and have you obtained the required consents? Yes (attach copies of consents)

If No, Explain:

2.6 Historical Resources

Refer to the Land Use Historic Resource Listing Instructions

Date Search Completed: March 18, 2026

What is the Historical Resource Value (HRV) of the affected lands?

☑ Not listed ☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5

If HRV is 1-5 an Application for Historical Resource Act Clearance must be submitted to Alberta Culture.

2.7 Is this activity associated with commercial recreation and/or special events? Yes

If Yes, fill out the following:

$2,000,000 liability event insurance coverage may be required for your activity and could form part of the conditions if the activity is authorized.

a) Have optional alternate event routes been considered for contingency? No

If yes, provide the options. Include map etc as above indicating as "Optional Routing"

b) Provide any special requirements for this event:

For example: is access required, parking, rotor wing used, access behind locked gates, entry into special management areas or Public Land Use Zones (PLUZ) where vehicle access is prohibited.

none

c) Identify temporary structures to be erected (for example stages, tents, trailer, etc)

extra removable and self contained port a potties

d) Are accommodation/camping/parking required? (If utilizing land that is held under lease please attach consent of holder)

yes in existing sites on existing DML000007

e) Waste Disposal (refuse and human) Are portables required?

f) Is there any scheduled or anticipated use relating to training, orientation or set up prior to the event? No

g) Estimate number of people at event:

Participants 80 Spectators Volunteers Parking Space

h) Provide other significant details not outlined previously in this application:

There are full weekend bookouts where families will rent the entire camp and gather together in the barn and the group firepit.

i) Is the activity associated with the use of off-highway vehicles? No

If yes, all participants require valid insurance, registration and all OHV's must be equipped with all equipment to operate on public lands (head light, tail light(s), approved muffler, licence plates attached and visible)

j) Proposed mitigation for any areas impacted by this event (excessive rutting, vegetation damages etc)

2.8 Was a field assessment completed? No If Yes, date completed:

3.0 Period of Intended Use

Requested Start Date: June 11, 2026 Estimated Completion Date: September 30, 2027

Estimated Final Cleanup/Reclamation Date:

4.0 Location

Alberta Environment and Parks

					ATS Legal Location					GPS Location	
Activity Type	Length (m)	Width (m)	Total area (ha)	Clearing Type	LSD/ QTR	Sec	Twp	Rge	M	Lat (deg, dec)	Long (deg, dec)
	100	100		Existing	16	34	27	8	5		

Add Row

- New cut clearing - where the proposed location has never been entered prior or falls within a previously entered site where vegetation re-growth is 2 meters or greater in height.
- Existing clearing - an existing or previously cleared site where the vegetation is less than 2 meters in height.

Note: Efforts should be made to use existing clearings whenever possible.

5.0 Site Description

Alberta Conservation Information Management System (ACIMS) request a search for element occurrences (rare flora and fauna) on the lands impacted by the proposed project. Follow the instructions at their web site - ACIMS

5.1 On Site Vegetation: List of Dominant Species:

☐ Native Grassland	
☐ Native Aspen Parkland	
☐ Tame Pasture	
☐ Cropland	
☑ Forested - Coniferous	lodge pole pine
☐ Forested - Deciduous	
☐ Forested - Mixed	
☐ Sparsely or Non-Vegetated	
☐ Wetland/Peatland	
☐ Other (specify)	

5.2 Do invasive species or weeds exist on the proposed site? No

If Yes, Identify Species:

5.3 Topography

Describe the general topography and drainage, indicating any significant change in elevation (including ephemeral draws).

Level 0-0.5% (200:1)

5.4 Hydrography

Is the activity within 100 meters of a water body/watercourse? No

If Yes, identify all water bodies/watercourses within 100 meters of the project (including ephemeral draws).

5.5 Wildlife

Is the activity within an identified Wildlife Zone, impacting sensitive species or Species at Risk? Yes

If Yes, identify all Zones or Species impacted:

Grizzly Bear Zones | Add Row

Other:

5.6 Fish and Wildlife Management Information Tool (FWIMT). Conduct a FWIMT search.

6.0 Operations

Alberta Environment and Parks

6.1 Describe vegetation clearing strategy:

Some trees need to be removed for thinning and removal of deadwood. There is minimal underbrush There are existing trails in the area and we are putting cabins along this trail between the trees and widening the trail for vehicle access. Keeping as many trees as possible is beneficial to the cabin sites for privacy for the guests. Other new items like the Sauna will be located at the clearing attached to the existing shower house, seacan is in an existing clearing, camp store is in the existing tack room and horse store in the barn, shower house is where the shower house was installed in an existing clearing, 3 additional cabins are to be placed on existing camp sites so no clearing will need to take place.

Is merchantable timber present? No

6.2 Brush disposal: (select all that apply)

☐ Rollback ☐ Mulch ☐ Spread ☑ Pile & Burn ☐ N/A

☐ Other:

6.3 Soil Handling

Method: Minimal surface disturbance (no stripping)

Other (explain):

6.4 Watercourse Crossings

Will your activity require crossing any watercourses? No If Yes, complete the table below

6.5 Wetlands

Will your activity impact wetlands that required the completion of a Wetland Assessment Impact Form (WAIF) or Wetland Assessment Impact report (WAIR)? No If Yes, attach your WAIF or WAIR response.

6.6 Include any other details that will inform the regulatory body during the review of your application.

We have existing fencing around the area slated for the new cabins, information packages for campers regarding wildlife, wildfire, no-trace camping are all provided to our guests. We have bear proof garbage disposal. We have pit toilets. We always have an experienced caretaker on site when there are guests staying overnight.

7.0 First Nations Consultation

The applicant is to be aware that based on departmental review of this application, the reviewing officer may require the applicant to submit this activity for a First Nations Consultation Assessment to assess whether first nations consultation is required before the regulatory body can consider issuance.

If this activity has been assessed for First Nations Consultation identify the FNC number: FNC was done in 2013

8.0 Application Checklist

Ensure you include the following relevant documents within your submission as failure to do so may result in this application being rejected or refused:

- Sketch/map plan of proposed activity (see instructions)
- Stakeholder Consents
- Land Standing Report
- ACIMS Report
- Historical Resource Listing Report
- FWIMT Report
- Timber Salvage Waiver (If Applicable)

For further information or assistance please contact your local Environment and Parks office.

The personal information contained on this form is collected under the authorization of Section 33(c) of the Freedom of Information and Protection of Privacy (FOIP) Act and is managed in accordance with Part 2 of the FOIP Act. It will be used for the purpose of monitoring public land utilization in accordance with the Public Lands Act. Alberta Environment and Parks will disclose all information contained on this form, including personal information, to anyone requesting a copy in accordance with Section 166(2) of the Public Lands Administration Regulation. For further information, please contact Alberta Environment and Parks Information Centre, Main Floor Great West Life Building, 9920-108 Street, Edmonton, Alberta, T5K 2M4, telephone 310-3773 or toll free at 1-877-944-0313.

Save Form

Reset Form

ATTACHMENT #11

(Rev 10/2022)

FORESTRY AND PARKS

Temporary Field Approval

Application Date: June 11, 2026	**Related Activity:** DML000007
Applicant/Licensee: TRAPPER'S HILL CAMPGROUND LTD. 1032499-001	
Address: [redacted]	
Tel: **Fax:**	

Authority: Approval **Purpose:** Recreational Development - Commercial - Day Use Area / Cabin

Specific Purpose: Additional cabins, sauna, etc. Contact Name: Christine de Soto 4036091700

Amendment required within 60 days Yes ☐ No ☒ **Trapper Notification** Yes ☐ No ☒ **FMA** Yes ☐ No ☒

LSAS Checked Yes ☐ **NOTE:** Any potential conflicts must be resolved prior to issuance

Lands Applied For: **Field Reference Required:** ☐

Mer	Rge	Twp	Sec	Qtr	LSD	Subdivision Name	Subdivision Plan	Block	Lot	Parcel
5	08	026	34	NW						
5	08	026	34	NE						
5	08	027	02	SW						
5	08	027	03	SE						

This Approval is temporary and expires on the date prescribed therein. If the activities approved result in the occupation of land for a period of time longer than Approved, the holder must apply for a formal disposition (i.e. a licence or a lease) OR request an extension of the established term prior to expiry.

Proponents must ensure all other legislative requirements are addressed in relation to this Approval.

Conditions:

1. This Approval will expire on **September 30, 2027** upon which operations must be completed.
2. This Approval is subject to all terms and conditions on related activity: DML000007 **or N/A** ☐
3. The holder must have in possession, or have their contractor in possession of a copy of this form which is to be retained on site during all phases of your activity.
4. Contact and advise the regional office in CALGARY (phone (403) 529 - 3167), Alberta, prior to any additional construction during the term of this form and at the completion of operations.
5. The holder must obtain written consent from the land occupant prior to entry.
6. The holder must submit an as-built plan to the departmental officer within 60 days of construction Yes ☐ N/A ☒
7. Timber salvage - Required ☐ Waived ☐ Plan Required ☐ N/A ☒
8. See attached schedule "A" for operational conditions. Yes ☒ No ☐ See Comments ☐

Issued By:

Geoff Smith Geoff.Smith Digitally signed by Geoff.Smith Date: 2026.06.11 14:44:11 -06'00'

Date of Issue: June 11, 2026

For Office Administration Only:

TFA No. **TFA262341**

Transaction # _____

Copy to: Applicant **Copy to:** ECM

(CONDITIONS) SCHEDULE A

TFA 262341

1.	001	All definitions in the Public Lands Act, RSA 2000, c P-40 and regulations apply except where expressly defined in this Disposition. “Activity” means the construction, operation, use and reclamation for which this Disposition has been issued as referred to on the first page of this Disposition. “Disposition” means this disposition, granted pursuant to the Act, which includes this document in its entirety, including all recitals, appendices and schedules. “Disposition Holder” means the person, organization or entity referred to as such on the first page of this Disposition. ""Lands"" means that portion of Public Lands as identified in the approved Plan which forms part of this Disposition. “Regulation” means all regulations, as amended, under the Act. “Regulatory Body” means the Department of Environment and Parks or the Alberta Energy Regulator. “Term” means the period of time referred to in section 5 of this Disposition.
2.	002	The Regulatory Body issues this Disposition to the Disposition Holder in accordance with section 15 of the Public Lands Act subject to the terms and conditions contained in this Disposition.
3.	003	The Disposition Holder must only enter, occupy and use the Lands for the purpose* and activity as referred to as such on the first page of this Disposition.
4.	004	Notwithstanding any references in this Disposition, the Act, or the Regulation, this Disposition is not intended to be, nor shall it be interpreted as or deemed to be a lease of real property at common law.
5.	005	The term of this Disposition is the period of time commencing on the Effective Date and ending on the Expiry Date, unless otherwise changed in accordance with the Act and Regulations.
6.	006	The Disposition Holder must pay all fees, rents, charges, security and other amounts payable in accordance with the Act and Regulations.
7.	007	The Disposition Holder must pay as they become due and payable, any tax, rent, rate or assessment that is duly assessed and charged against the Disposition Holder, including but not limited to property taxes and local improvement charges with respect to the municipality in which the Lands are located. Notwithstanding that this Disposition has expired, the Disposition Holder remains liable for the amount of the rent, property taxes and local improvement charges.
8.	008	The Disposition Holder must pay all costs to the appropriate service provider or to the Regulatory Body charges with respect to the supply and consumption of any utility services and the disposal of garbage.
9.	009	The Disposition Holder must obtain federal, provincial, municipal, and other permits and approvals, as applicable, with respect to activities that may take place on the Lands.
10.	010	The Disposition Holder accepts the Lands on an “as is” basis.
11.	011	The Lands and buildings, structures and equipment erected thereon must only be used by the Disposition Holder for the activity by this Disposition.
12.	012	The Disposition Holder is responsible for damage to improvements or to the lands on which prior rights have been issued, including damage to traps, snares or other improvements.

13.	014	The Province may reconstruct, expand or alter its facilities on the Lands in any manner. The Disposition Holder must, if directed by the Regulatory Body, relocate the Disposition Holder's improvements at the Disposition Holder's expense in order to facilitate reconstruction, expansion alteration or removal and reclamation of the Province's facilities.
14.	015	The Disposition Holder acknowledges that: a) the Regulatory Body may issue additional dispositions to any person authorizing that person to enter onto, use and occupy the Lands for various purposes* including, but not limited to, the extraction and removal of merchantable resources, or to conduct development, including, but not limited to mineral resource development; b) the Regulatory Body retains revenues from such additional dispositions; and c) the Disposition Holder is not entitled to any reduction in its fees, rents, charges or other amounts payable on the basis that additional dispositions relating to the Lands have been issued.
15.	016	The Disposition Holder must not: a) Permit any builder's liens or other liens for labour or material relating to work to remain filed against the Lands; or b) Register, cause or allow to be registered, or permit to remain registered any caveat or encumbrance against the title to the Lands, without first obtaining the prior written consent of the Province, which may be arbitrarily withheld.
16.	017	The Regulatory Body may cancel this Disposition immediately if : a) a creditor lawfully seizes any of the Disposition Holder's property on the Land; b) the Disposition Holder is adjudged bankrupt or makes a general assignment for the benefit of creditors; c) a receiver of any type is appointed for the Disposition Holder's affairs; d) in the Regulatory Body's opinion, the Disposition Holder is insolvent.
17.	018	When a Disposition has been terminated, the Regulatory Body may cancel any associated dispositions.
18.	019	The Regulatory Body may, upon written notice to the Disposition Holder of not less than 60 days, cancel this Disposition or withdraw any part of the Lands from this Disposition as is necessary to construct works, including but not limited to banks, drains, dams, ditches, canals, turnouts, weirs, spillways, roads or other structures necessary or incidental to those works.
19.	019a	The Regulatory Body may, upon written notice to the Disposition Holder of not less than 12 months, cancel this Disposition or withdraw any part of the Lands from this Disposition as is necessary, if the lands are required for some public purpose.
20.	020	The Disposition Holder indemnifies and holds harmless the Province and the Regulatory Body, its employees, and agents against and from all actions, claims, demands, or costs (including legal costs on a solicitor-client basis) to the extent arising from: a) the Disposition Holder's breach of this Disposition, or b) any actions or omissions, negligence, other tortious act, or willful misconduct of the Disposition Holder, or of those for whom the Disposition Holder is legally responsible, in relation to the exercise of the rights, powers, privileges or duties under this Disposition.

TFA 262341

21.	021	The Disposition Holder is not entitled to any damages, costs, losses, disbursements, or compensation whatsoever from the Province or the Regulatory Body, regardless of the cause or reason therefore, on account of: a) partial or total failure of, damage caused by, lessening of the supply of, or stoppage of utility services or any other service; b) the relocation of facilities or any loss or damage resulting from flooding or water management activities; c) the relocation of facilities or any loss or damage resulting from wildfire or wildfire management activities; d) any damage or annoyance arising from any acts, omissions, or negligence of owners, occupants, or tenants of adjacent* or contiguous property; or e) the making of alterations, repairs, improvements or structural changes to the utility services, if any, anywhere on or about the Lands provided the same, must be made with reasonable expedition.
22.	022	The Disposition Holder must at all times during the Term, at its own expense and without limiting the Disposition Holder's liabilities insure its Activities conducted on the Lands as follows: a) General insurance in an amount not less than $2,000,000 inclusive per occurrence, insuring against bodily injury, personal injury, and property damage including loss of use. b) Automobile liability insurance on all vehicles owned, operated or licensed in the name of the Disposition Holder and used on or taken onto the Lands or used in carrying out the Activities authorized under this Disposition in an amount not less than $2,000,000; c) Forest fire fighting expense endorsement coverage in an amount not less than $250,000 d) Such additional insurance in an amount and of a type as directed in writing by the Regulatory Body.
23.	023	The Disposition Holder must, on request of the Regulatory Body, provide the Regulatory Body with of a detailed certificate of insurance, and a copy of each required insurance policy.
24.	024	The Disposition Holder must have each insurance policy required under this Disposition endorsed to provide the Regulatory Body with at least 30 days advance written notice of cancellation or material change.
25.	025	The Disposition Holder must maintain current contact information with the Regulatory Body.
26.	026	The Disposition Holder must: a) generate and receive an Entry Confirmation Number through the Electronic Disposition System (EDS) within 72 hours of commencing the activity; and b) provide other notifications in relation to the status of the activity as directed in writing by the Regulatory Body.
27.	027	The Disposition holder shall comply with the application, including but not limited to, the commitments made in the application.
28.	028a	The Disposition Holder must enter, occupy and make use of the disposition for its stated purpose within 2 years of original effective date of the disposition. Failure of the Disposition Holder to comply with this section will result in the disposition being cancelled.
29.	029	The Disposition Holder must provide to the Regulatory Body a final plan for the disposition within 5 years of original effective date of the disposition. Failure of the Disposition Holder to comply with this section will result in the disposition being suspended or cancelled.
30.	029a	The Disposition Holder must provide to the regulatory Body a final plan for the disposition within 60 days of original effective date of the disposition. Failure of the Disposition Holder to comply with this section will result in the disposition being suspended or cancelled.

TFA 262341

31.	030	The Regulatory Body may, upon its own initiative, cancel, suspend or amend the disposition at any time, to the extent authorized to do so by the applicable legislation.
32.	031	Applicable Incidental Activities as identified in the related disposition application and that meet the applicable incidental activity criteria are subject to the terms and conditions of the related Disposition. Areas identified as applicable incidental are available for use for a term of five years from approval date of the related Disposition.
33.	032	Any incidental disturbance associated with this approval must have interim reclamation* completed before the expiry of the short term approval.
34.	036	Pursuant to section 20(1)(e) of the Public Lands Act, R.S.A. 2000, c. P-40, as amended, this authorization is granted to enter on and occupy the land legally as per the terms of the Temporary Field Activity and as submitted as part of the application. This authorization is for the specific purpose indicated above, and not for any other purpose.
35.	038	All Authorizations issued under the Public Lands Act should not be taken to mean the Proponent (Applicant) has complied with other Provincial or Federal Legislation.
36.	1300	The disposition holder must manage all regulated weeds to the satisfaction of the regulatory body.
37.	1303	The Disposition Holder must slash, limb and buck flat to the ground all woody debris* and leaning trees created by the activity.
38.	1305	Within FireSmart Community Zones*, the Disposition Holder must dispose of coarse woody debris* by burning unless a Debris Management Plan has been approved under the Forest and Prairie Protection Act.

Comments for Activity: **TFA 262341** 2026-06-11

Date	User	Comments
2026/06/11	Geoff Smith	See application for additional building details; 9 cabins, sauna and shipping container.

ATTACHMENT #12

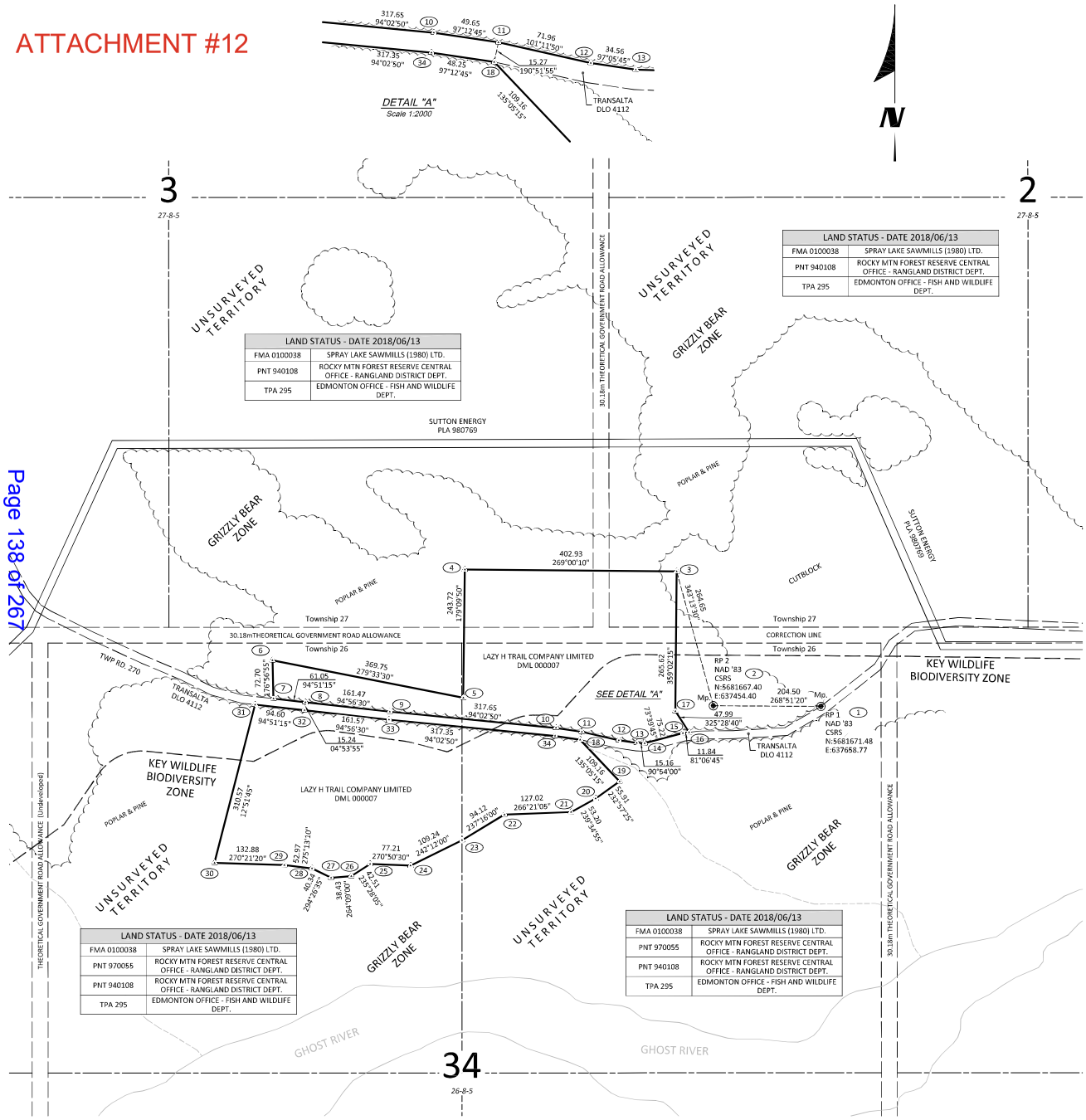


Table of Coordinates				
Point Number	Northing	Easting	Coordinate Type	Point Description
1	5681671.48	637658.77	OC	Geo-reference Point - Fd. I. Mp. PLA 980769
2	5681667.40	637454.40	OC	Geo-reference Point - Fd. I. Mp. PLA 980769
3	5681920.68	637378.05	EC	Campsite Lease Boundary
4	5681913.67	636975.34	EC	Campsite Lease Boundary
5	5681670.07	636978.89	EC	Campsite Lease Boundary
6	5681731.45	636614.41	EC	Campsite Lease Boundary
7	5681658.88	636618.28	EC	Intersection of DLO 4112
8	5681653.72	636679.09	EC	Intersection of DLO 4112
9	5681639.81	636839.89	EC	Intersection of DLO 4112
10	5681617.40	637156.63	EC	Intersection of DLO 4112
11	5681611.17	637205.86	EC	Intersection of DLO 4112
12	5681597.20	637276.43	EC	Intersection of DLO 4112
13	5681592.94	637310.71	EC	Intersection of DLO 4112
14	5681592.70	637325.86	EC	Intersection of DLO 4112
15	5681613.85	637398.01	EC	Intersection of DLO 4112
16	5681615.68	637409.70	EC	Intersection of DLO 4112
17	5681655.20	637382.51	EC	Campsite Lease Boundary
18	5681596.18	637202.99	EC	Intersection of DLO 4112
19	5681518.90	637280.03	EC	Campsite Lease Boundary
20	5681485.23	637235.42	EC	Campsite Lease Boundary
21	5681458.31	637189.56	EC	Campsite Lease Boundary
22	5681460.22	637062.84	EC	Campsite Lease Boundary
23	5681399.35	636983.70	EC	Campsite Lease Boundary
24	5681348.43	636887.11	EC	Campsite Lease Boundary
25	5681349.56	636809.95	EC	Campsite Lease Boundary
26	5681325.47	636774.94	EC	Campsite Lease Boundary
27	5681321.55	636736.72	EC	Campsite Lease Boundary
28	5681338.24	636700.01	EC	Campsite Lease Boundary
29	5681343.06	636647.28	EC	Campsite Lease Boundary
30	5681343.88	636514.46	EC	Campsite Lease Boundary
31	5681646.54	636583.57	EC	Intersection of DLO 4112
32	5681638.54	636677.79	EC	Intersection of DLO 4112
33	5681624.62	636838.70	EC	Intersection of DLO 4112
34	5681602.24	637155.14	EC	Intersection of DLO 4112

AREAS TABLE

			NEW DISTURBANCE				EXISTING DISTURBANCE		TOTAL	
			NEW CUT		EXISTING CLEARING					
TYPE	WIDTH	LENGTH	HECTARES	ACRES	HECTARES	ACRES	HECTARES	ACRES	HECTARES	ACRES
CAMPSITE (DML 000007):	Irregular	Irregular	0.00	0.00	0.00	0.00	30.80	76.12	30.80	76.12
TOTAL CAMPSITE AREA:									**30.80**	**76.12**

REV	COMMENTS	DATE
0	ISSUED	13-Jun-18

TABLE OF REVISIONS

The underground structures represented on this plan are at approximate positions only and are based on the best data available at the time of survey. GeoTrek Land Survey Ltd. assumes no responsibility for any missing or omitted underground installations. The location of all buried pipes, cables, conduits or other installations must be verified by the responsible agencies prior to construction.

CALL ALBERTA FIRST CALL 1-800-242-3447

Plan Showing (Hybrid) Survey of

RECREATIONAL CAMPSITE

within theoretical

N.E. 34, N.W. 34, Township 26, Range 8,
S.W. 2, S.E. 3, Township 27, Range 8,
West of the 5th Meridian

MUNICIPAL DISTRICT OF BIGHORN NO. 8

100 50 0 100 200 300 400 500
Metres Scale: 1:5000 Metres

Alberta Land Surveyor's Statutory Declaration
I, Barry Fleece, Alberta Land Surveyor, solemnly declare that

the survey represented by this plan was made under my personal supervision,

the survey was made in accordance with good surveying practices and in accordance with the provisions of the Surveys Act,

the survey was performed on June 6th, 2018 and that this plan is true and correct, and is prepared in accordance with the provisions of the Public Lands Act,

and I make this solemn declaration conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath.

Declared before me at Calgary, Alberta this 13th day of June, 2018.

Alberta Land Surveyor

Chris Frameho - A Commissioner for Oaths in and for Alberta. My Commission expires on April 28, 2020

ALBERTA LAND SURVEYORS' ASSOCIATION PERMIT NUMBER P187 GEOTREK LAND SURVEY LTD.

LEGEND:
Positions defined by Establishment Coordinate (EC) shown thus: ∴
Found statutory iron posts (Fd.I.) shown thus: ●
Portions referred to shown thus: ——
Geo-Reference Point shown thus: ○ RP
Numeric point identifiers are placed next to each point shown thus: (1)

NOTES:
- This plan contains governing coordinates.
- Coordinates and bearings are referred to UTM Zone 11 NAD83 (CSRS) Epoch 2002.
- Bearings are grid, derived at geo-reference point 3 using PPP (Natural Resources Canada Precise Point Positioning Service).
- Distances are ground in metres and decimals thereof.
- Combined scale factor: 0.999602

ABBREVIATIONS:
W=North, S=South, E=East, W=West, L.S.=Legal Subdivision, Sec.=Section, Twp.=Township, Rge.=Range, M.=Meridian, A/R=Access Road, P/L=Pipeline, R/W=Right of Way, EC=Establishment Coordinate, OC=Observed Coordinate

GeoTrek Land Survey
Survey@GeoTrek.ca | 101-2030 11st SE | 403.238.4002

File No.: 543_DML AB
Date: 13-JUN-18
Revision: 0

LAZY H TRAIL CO.

DML000007 AEP Plan: 72269 MS, 2018-09-24, CH

DML000007 AEP Plan: 72269 MS, 2018-09-24, CH

Climate Resiliency	4.4.11	The MD shall require that all new municipally owned assets are developed with climate resilience and carbon footprint reduction as core priorities. This includes implementing drought-resistant landscaping, low-impact design principles, solar panel installations, and wildfire mitigation and flood resiliency measures where applicable.
Identification of Hazard Lands	4.4.12	The MD considers lands containing one (1) or more of the following characteristics as hazard areas: (a) slopes susceptible to erosion, subsidence, or slumping; (b) prone to flooding; (c) within or near a wildland-urban interface; and (d) in proximity to oil and gas facilities.
Flood Risk Areas	4.4.13	The natural flood control capabilities of a water body shall be maintained through the protection of a 1:100 year flood risk area.
Flood Way	4.4.14	The MD prohibits the alteration of the natural floodway by raising the level of land or removing material to allow the Bow River and other identified rivers and water bodies to function in a natural manner in times of high water and flooding.
Riverbank Stabilization	4.4.15	The protection or stabilization of creek and riverbanks for flood or erosion control may be allowed through the use of methods acceptable to the MD and other applicable Provincial and Federal agencies.

4.5 TOURISM AND RECREATION DEVELOPMENT

Tourism is a strong component of the local economy. Where applicable, future tourism opportunities will be planned thoughtfully with other jurisdictions, while preserving the rural quality of life for existing residents in the MD. The following policies provide a framework to enhance tourism opportunities that provide a net positive benefit for local communities and the environment.

Existing Tourism Nodes	4.5.1	The subdivision and development of land for Tourism and Recreation Purposes shall be allowed as identified on **Maps #2, #3 and #4**.
	4.5.2	Tourism and recreation development in the Bow Valley Corridor will be considered on a site-specific basis and will continue to be supported at those locations where there has been a history of such development. Those locations shall be shown on **Map #2**.
Tourism Land Uses	4.5.3	Notwithstanding **Policies 4.5.1 and 4.5.2**, the MD supports tourism uses across the MD and may be supportive of expanding existing tourism uses in any area of the MD. Further, the MD will evaluate the scale, impact to adjacent land uses, and environmental impact on a site-by-site basis when considering new and the expansion of existing tourism uses and developments.

Tourism Diversification

4.5.4 The MD shall support the expansion and diversification of tourism, while considering adjacent land uses, impacts to the natural environment and wildlife, and potential mitigation strategies.

4.5.5 The MD will encourage new tourism development, and the expansion of existing development, north of the Ghost River.

Regenerative Tourism

4.5.6 The MD will encourage regenerative tourism uses that support growth in ways that benefit the community and the environment through prioritizing ecological integrity, connecting people to nature, and teaching people about conservation. Applications for regenerative tourism uses should indicate how the proposed use will facilitate measurable, long-term benefits.

Small-Scale Tourism Uses

4.5.7 The MD generally supports small-scale recreation development and tourism uses across the MD that are compatible with the existing rural landscape, on a site-specific basis, provided that:

(a) the natural landscape is not significantly altered;
(b) the development incorporates natural landscape features found on, and adjacent to, the development site;
(c) the development does not require urban-type water distribution or sewage collection systems;
(d) the development is limited to relatively low-density site usage;
(e) adequate parking is provided on site;
(f) potential nuisances such as noise, odour, visual impacts, and congestion are mitigated from existing uses and development; and
(g) the development does not require any significant road upgrades due to increased traffic levels.

Large-Scale Tourism Uses

4.5.8 The MD may support subdivision and development of land for large-scale tourism uses across the MD on a site-specific basis, provided that:

(a) the application is supported by an approved Area Structure Plan;
(b) the development incorporates natural landscape features found on, and adjacent to, the development site;
(c) the development can feasibly provide water distribution, sewage collection systems, stormwater management, road upgrades, and on-site parking;
(d) the development does not include permanent residential housing, other than for staff accommodation; and
(e) potential nuisances such as noise, odour, visual impacts, and congestion are mitigated from existing uses and development.

7 FORESTRY DISTRICT (F)

7.1. Purpose and Intent

7.1.1. The purpose of this district is to provide for the conservation of extensive areas of land which are primarily owned by the Crown, where development is limited due to factors of topography, soil, vegetation, wildlife, inaccessibility, isolation or environmental sensitivity. Forestry, and Extensive and Intensive Agriculture and park uses are in keeping with the intent of this district.

7.2. Permitted Uses

Accessory Buildings
Agriculture, Extensive
Farm Structures
Logging
Parks
Shipping Containers
Signs (Fence, Freestanding)

7.3. Discretionary Uses

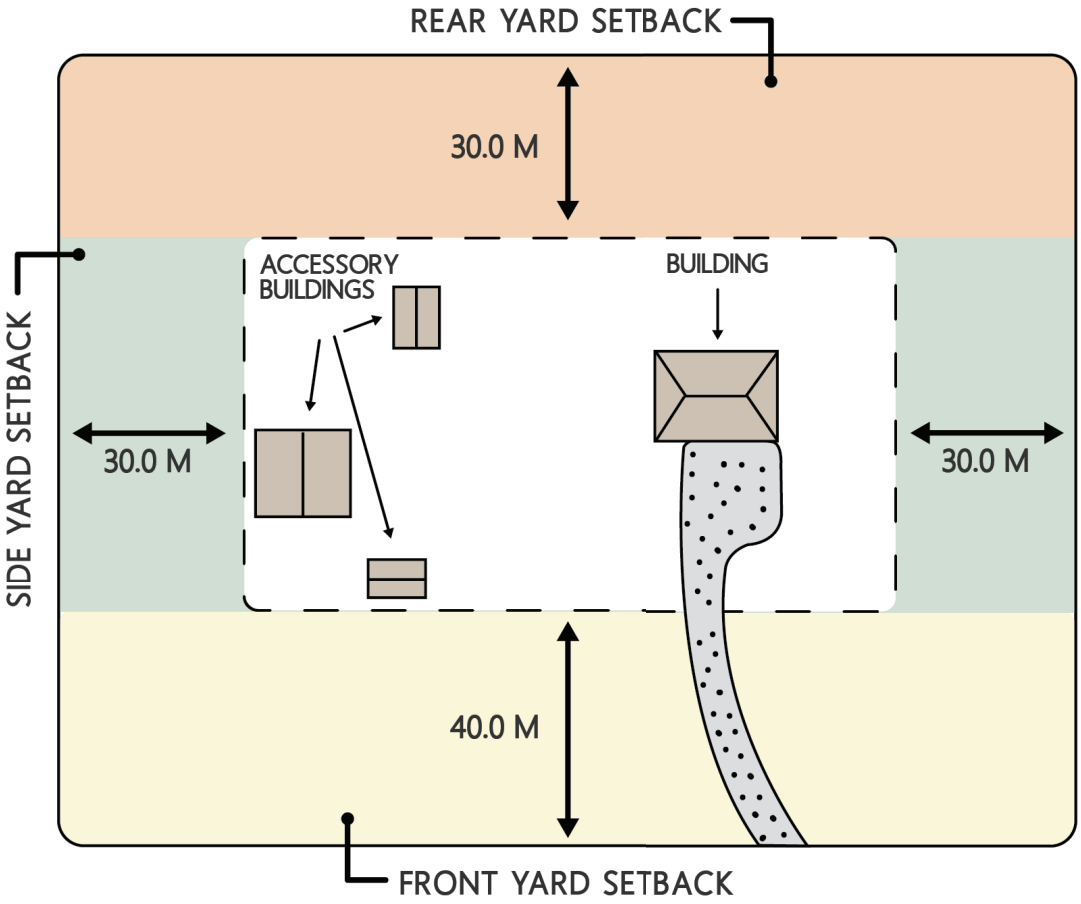
Accessory Uses
Aggregate Extraction
Agriculture, Intensive
Airport
Airstrip, Private
Bed and Breakfast
Campground
Cemetery
Community Garden
Commercial Outfitting and Guiding
Communication Towers and Facilities
Dwelling, Factory Built
Dwelling, Single Detached
Energy Generation System, Small
Environmental Education Facilities
Group Care Facility
Horticultural Operation
Industrial Work Camp
Kennel, Commercial
Livestock
Log Sorting and Transportation Staging Area
Natural Resource Extraction
Natural Resource Extraction Facility Addition
Public Utilities and Buildings
Recreation Facilities
Recreation Staging Area
Remote Group Facility
Sawmill
Signs (Awning, Canopy, Fascia, Projecting, Roof, Wall)
Waste Transfer Site

7.4. Development Regulations

7.4.1. In addition to the general and specific land use provisions contained in Part 2 of this Bylaw, the following provisions shall apply to every development in this district:

Density	Maximum	1 Dwelling Unit
Front yard setback	Minimum	40.0 m (131.2 ft)
Rear yard setback	Minimum	30.0 m (98.4 ft)
Side yard setback	Minimum	30.0 m (98.4 ft)
Building height	Maximum	9.0 m (29.5 ft)

Figure 20 - Forestry District Setbacks



7.4.2. Notwithstanding the setback regulations above, for existing titled parcels of land where, at the discretion of the Municipal Planning Commission, the setbacks cannot be met due to the small parcel size, any yard setback may be reduced to a minimum distance of 10.0 m (32.8 ft).

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ATTACHMENT #15

TEMPORARY ROAD USE AGREEMENT

THIS AGREEMENT made the 1st day of May, 2026 (the "**Effective Date**").

BETWEEN

TRANSALTA CORPORATION,
a Corporation incorporated under the *Canada Business Corporations Act*
(the "**Grantor**")

OF THE FIRST PART

- and -

TRAPPER'S HILL CAMPGROUND LTD,
a Corporation incorporated under the *Alberta Business Corporations Act*
(the "**Grantee**")

OF THE SECOND PART

WHEREAS, the Grantor is the licensee under a license of occupation granted by the Government of Alberta, dated September 14, 1970 being DLO 4112; described in the plan attached hereto as Schedule A (the "**Road**");

AND WHEREAS, the Grantee desires to utilize the Road in common with the Grantor, for the purpose of access to recreational campsites (DML 000007) (the "**Purpose**");

NOW THEREFORE this Agreement witnesses that, in consideration of the covenants hereinafter made, the parties agree as follows:

1. USE OF THE ROAD

To the extent that the Grantor has the right to do so, the Grantor does hereby grant to the Grantee a non-exclusive right, privilege and license to use the Road as a means of access to and from its operations provided, however, such use is related only to the Purpose described within this Agreement.

2. TERM

The right, privilege and license herein granted by the Grantor to the Grantee is granted from the Effective Date until the 30th day of April, 2031 (the "**Term**") unless restricted or terminated as per the covenants of this agreement.

3. RENT

The Grantee hereby covenants and agrees to pay as rental unto the Grantor for the use of the Road the sum of **FIVE HUNDRED DOLLARS** ($500.00) plus any applicable goods and services tax pursuant to the *Excise Tax Act* (Canada) upon the execution of this Agreement and annually on the anniversary of the Effective Date. The Grantee shall pay

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the annual rent to the Grantor on or before May 1 in each year during the Term. Such payment shall be due and payable without demand, invoice or prior notice. The Tenant's obligation to pay the annual rent is absolute and shall not be contingent upon the receipt of an invoice or other billing statement.

Notwithstanding the foregoing, the Grantor hereby reserves the exclusive right to adjust the amount of the annual rent at the end of each successive one (1) year period during the Term or any extension thereof, and the Grantor covenants that it shall notify the Grantee, in writing thirty (30) days prior to the effective date of the adjustment.

4. CONTROL OF THE ROAD

The Grantee agrees that the Road shall at all times during the Term be under the care and control of the Grantor as to the usage and maintenance thereof, and if, at any time, the Road shall be closed by the Grantor due to road bans, for repairs or for any other cause deemed necessary by the Grantor in its sole and unfettered discretion, then the Grantee's right, privilege and license granted hereunder to use the Road shall be temporarily withdrawn and suspended until such time as the Grantor deems it appropriate to re-open the Road to vehicular traffic. The Grantee shall be bound by and observe any Road closures and acknowledges and agrees that the Grantor shall not be liable for any loss, damage or injury whatsoever suffered or sustained by the Grantee in any way attributable to such Road closure.

The Grantee hereby acknowledges and agrees that the Grantor is only obligated to maintain the Road to such standard as the Grantor in its sole and unfettered discretion deems necessary to accommodate the Grantor's use of the Road. If the Grantee wishes to make improvements to the condition of the Road, the Grantee may make a written request to the Grantor for consideration - any related costs, including but not limited to maintenance, engineering and equipment costs, to be borne solely by the Grantee. **Any unapproved maintenance completed on behalf of the Grantee will result in immediate road use termination.**

5. ROAD RESTRICTIONS

The Grantee shall comply with any load limits and total or partial road bans or other restrictions, including speed limits, imposed by the Grantor with respect to the usage of the Road.

6. USE AT OWN RISK AND INDEMNIFICATIONS

(a) The Grantee and its agents, employees, invitees, contractors and subcontractors, shall use the Road at their sole risk. The Grantor and its affiliates, agents, employees, invitees, contractors, contractors and subcontractors shall not be liable for any loss, damage or injury whatsoever suffered or sustained by any of them including, without limiting the generality thereof, any damage or injury which may arise as a result from failure to maintain the Road except as a result of the gross negligence or willful misconduct of the Grantor, or of its affiliates, agents, employees, invitees, contractors, subcontractors or otherwise.

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(b) The Grantee shall (i) be liable for and in addition, (ii) indemnify, defend and hold harmless the Grantor and its affiliates, agents, employees, invitees, contractors and subcontractors from and against all actions, claims or demands arising from actions of the Grantee or its agents, employees, invitees, contractors and subcontractors in the exercise of the rights and privileges hereby granted or otherwise. Furthermore, the Grantee hereby releases the Grantor and its agents, employees, contractors and subcontractors from any action, claim or demand which the Grantee may have against any of them related to operations herein provided for.

7. CONDUCT ON ROAD AND TERMINATION

(a) The Grantee's vehicles will have clear and visible signage attached (a minimum size of 17" X 24") with Grantee's logo and/or name present.

(b) The Grantee shall use the Road in a safe and prudent manner and in accordance with the terms and conditions hereof. The Grantee agrees that if damage to or destruction of the Road results from its exercise of the rights herein granted the Grantee will immediately notify the Grantor and, at the election of the Grantor:

(i) the Grantee shall forthwith upon instructions from the Grantor, restore the Road at its sole cost, risk and expense, the Road to as nearly as possible to the previous conditions; or,

(ii) the Grantor may restore at the Grantee's sole cost, risk and expense, the Road as nearly as possible to the previous condition. Grantor shall issue an invoice to Grantee for such repairs and Grantee shall pay the invoice within thirty (30) days from the receipt of the invoice.

(b) If, in the Grantor's opinion, the Grantee, its agents, employees, invitees, contractors or subcontractors are not using the Road in a safe and prudent manner, or are not complying with the terms and conditions provided in the Agreement, then the Grantor may immediately terminate the Agreement by giving the Grantee written notice thereof. Otherwise, this Agreement may be terminated for convenience upon fourteen (14) days written notice by either party to the other. Notwithstanding termination of this Agreement for any reason whatsoever, the Grantee shall not be relieved of any obligation which has accrued prior to termination.

(c) The right of the Grantee to use the Road is not exclusive and the Grantee's rights are to be exercised in conjunction with the Grantor's use of the Road and the use by any third party or parties to whom the Grantor may grant a similar right.

(d) Where vehicles of the Grantor and Grantee are using the said road at the same time and place and where yielding of right of way is required, this right of way shall be yielded to the Grantor's vehicles wherever possible.

(e) This Agreement shall terminate upon completion of the repairs mentioned in Clause 7(b).

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8. INSURANCE

It shall be the responsibility of the Grantee to maintain and keep in force during the term of this Agreement, for the benefit of the Grantor, the following insurance:

(a) WORKERS' COMPENSATION to the full extent required in the jurisdictions in which the Purpose is being carried out and wherever the contracts of employment for Grantee's employees are made or expressed to be made;

(c) AUTOMOBILE LIABILITY INSURANCE covering all motor vehicles owned, operated or licensed by the Grantee with a bodily injury, death and property damage limit of not less than five-million dollars ($5,000,000) inclusive.

(d) COMPREHENSIVE GENERAL LIABILITY INSURANCE with a bodily injury, death and property damage limit of not less than ten-million dollars ($10,000,000) inclusive and including the Grantor and its Personnel as ADDITIONAL INSUREDS; and without restricting the generality of the foregoing, including extensions as: CROSS LIABILITY; BLANKET CONTRACTUAL; PRODUCTS AND COMPLETED OPERATIONS; PERSONAL INJURY; NON-OWNED AUTOMOBILE LIABILITY; CONTINGENT EMPLOYERS' LIABILITY; Forest and Prairie Fire Fighting costs for a sub-limit of not less than five-hundred thousand ($500,000) dollars; the Grantee will notify the Grantor of any claims against the liability policy that erode the limits available under the policy.

Upon demand by the Grantor, the Grantee shall provide the Grantor a Certificate of Insurance as evidence of the insurance required by the preceding clause.

Grantor shall have no obligation to examine such certificate(s) or to advise Grantee if its insurance coverage is not in compliance with this agreement. Acceptance of any certificate(s) which are not compliant with the requirements set out herein shall in no way whatsoever imply the Grantor has waived its insurance requirements.

9. ASSIGNMENT

The Grantee shall not assign all or part of its rights and obligations hereunder without the Grantor's prior written consent. Subject to the foregoing, this Agreement shall enure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns.

11. GRANT OF OTHER RIGHTS

The Grantor hereby reserves the right at any time to grant to a third party any property rights including any consents, easements, leases, rights-of-way for pipelines, power lines, communication and control systems or other rights related to utilities and any work related to exploration of mineral rights. It is understood and agreed by the parties hereto that this Agreement shall be subject and subordinate to any such consents, easements or leases which may be granted in respect of the Road and that the Grantee shall execute any waivers, partial surrenders of this Agreement, consents or other documentation necessary to give effect to the foregoing.

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12. PROPER EXISTENCE OF GRANTEE AND DUE EXECUTION

The Grantee represents that it is a properly constituted corporation pursuant to any applicable laws in force in the Grantee's home jurisdiction and this Agreement has been duly executed, delivered and authorized by all necessary action on the part of the Grantee.

13. NOTICES

Except as otherwise herein provided, every notice in this Agreement shall be in writing and each such notice shall be directed to the party to whom it is given, made or delivered at such parties address as follows:

The Grantor:

TransAlta Corporation
[redacted]

with copy by email to: Land_Services@TransAlta.com

The Grantee:

TRAPPER'S HILL CAMPGROUND LTD.
[redacted]

Any notice personally delivered to a party shall be deemed to have been given and received on the day the notice is delivered to such address, provided that if such day is not a business day then the notice shall be deemed to have been given and received on the next business day. Any mailed notice shall be deemed given and received on the third (3rd) business day following the date of mailing. If the party giving notice knows or ought reasonably to have known of any difficulties with the postal system that might affect the delivery of mail, then such notice shall not be mailed but shall be given by personal delivery.

14. HAZARDOUS SUBSTANCES

The Grantee shall not bring on to the Road any substances defined as hazardous, toxic, contaminant, deleterious or dangerous pursuant to any applicable laws including, without limitation, any environmental laws as they might appear from time to time. It is specifically agreed and acknowledged that the Grantee shall (i) be liable for and, in addition, (ii) indemnify, defend and hold harmless the Grantor and its affiliates, agents, employees, invitees, contractors and subcontractors from and against any and all liabilities, claims, judgements, fines, penalties, charges, demands, damages, debts, dues, suits, actions and causes of actions or costs (as between a solicitor and its own client and on a full indemnity basis), of whatsoever nature and kind, and arising howsoever as a result of the presence

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or the alleged presence of such hazardous, toxic, contaminant, deleterious or dangerous substances on the Road or within the control of the Grantee or someone for whom the Grantee is responsible at law. Nothing contained in this paragraph shall restrict the duties and obligations of the Grantee to comply fully with all applicable laws in force from time to time. If the Grantor reasonably believes that the Grantee has defaulted with respect to its obligations under this Section, the Grantor may take any action it deems necessary to protect the environment, including terminating this Agreement forthwith.

15. MISCELLANEOUS

(a) Enurement: This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

(e) Time: Time shall be of the essence hereof.

(f) "Including": References to "including" and "includes" means "including, without limitation" and "includes, without limitation" respectively.

(g) No Amendment Except In Writing. This Agreement may be amended only by written instrument executed by both parties.

(h) Inconsistencies: If there is any conflict or inconsistency between a provision of the body of this Agreement and any Schedule, the provision of the body of this Agreement shall prevail.

(i) Severability: If any of the provisions of this Agreement are determined to be invalid, illegal or unenforceable in any respect, the validity, legality or enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(j) Headings etc.: Headings, captions or indices herein are inserted for convenience of reference only and shall not be used in any way in construing or interpreting any provision hereof; whenever the singular or masculine or neuter is used, it shall be interpreted as meaning the plural or feminine or body politic or corporate, and vice versa, as the context requires; and where a term is defined herein, a derivative of such term shall have a corresponding meaning unless the context otherwise requires.

(k) Currency: References to dollars or $ means Canadian dollars.

(l) Computation of Time: The computation of any period or time referred to in this Agreement shall exclude the first day and include the last day of such period, and (i) if the time limited for the performance or completion of any matter under this Agreement expires or falls on a day that is not a business day, the time so limited shall extend to the next following business day, and (ii) to the extent that interest is calculated for a period ending on a day that is not a business day, the last day of such period, for the purposes of calculating interest, shall extend to the next following business day.

(m) Governing Law: This Agreement shall be governed by, and construed and enforced in accordance with, the applicable laws, other than conflict of laws rules, prevailing in the Province of Alberta.

(n) Waiver: A waiver of the Grantor or the Grantee of the strict performance of any term, covenant or condition herein shall not of itself constitute a waiver of any such term, covenant or condition or of any subsequent breach thereof.

(o) Independent Legal Advice: The Grantee agrees and acknowledges that it has read and understood this Agreement and acknowledges that it has had the opportunity to retain independent legal advice with respect to this Agreement prior to the execution of this Agreement. The Grantee accordingly waives any claim or right of defense which it may have based on its failure to obtain such legal advice should a dispute arise with respect to this Agreement.

(p) Counterparts: This Agreement and any document or instrument to be executed and delivered by the parties hereunder or in connection herewith may be executed and delivered in separate counterparts and delivered by one party to the other by facsimile, each of which when so executed and delivered shall be deemed an original and all such counterparts shall together constitute one and the same agreement, if this Agreement or any such document or instrument is delivered by facsimile, the party so delivering this Agreement or such document or instrument shall within a reasonable time after such delivery deliver an originally executed copy to the other.

IN WITNESS WHEREOF the parties hereto have executed and sealed this Agreement as attested by the signatures of their respective officers duly acknowledged in at behalf as of the day and year first above written.

TRANSALTA CORPORATION

DocuSigned by:

Per: [redacted]

B1932936F1A3405...

Welby Thumwood
Plant Manager, Hydro Operations, Bow

TRAPPER'S HILL CAMPGROUND LTD.

Signed by:

Per: [redacted]

8AB33A512A764B2...

NAME: Christine de Soto
TITLE: Trappers Hill Campground Representative

Signed by:

Per: [redacted]

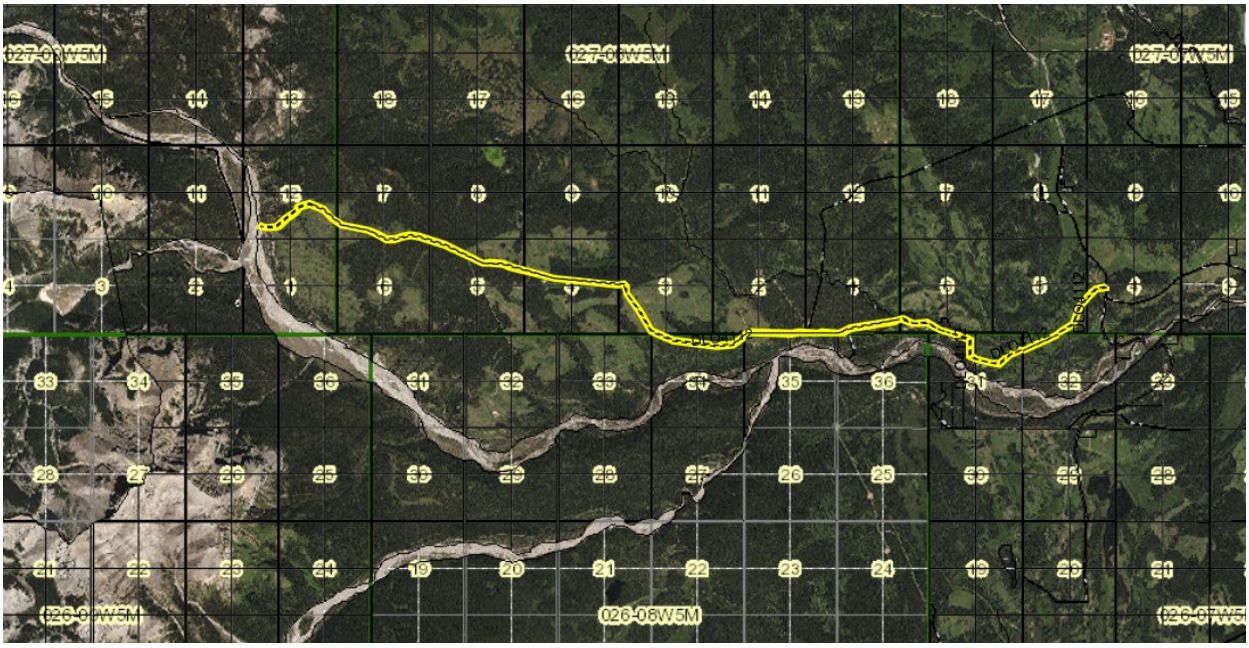
DE292C567C6143A...

NAME: Paolo de Soto
TITLE: Trappers Hill Owner

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SCHEDULE “A”

DLO 4112 – W5-09-027-12-SW; W5-09-027-12-SE; W5-08-027-07-SW; W5-08-027-07-SE, W5-08-027-05-NW; W5-08-027-05-NE; W5-08-027-04-NW; W5-08-027-04-NE; W5-08-027-03-SW; W5-08-027-03-NW; W5-08-026-34-NW; W5-08-026-34-NE; W5-08-026-35-NW; W5-08-026-35-NE; W5-08-027-2-SE; W5-08-027-1-SW; W5-08-027-1-SE; W5-07-027-6-SW; W5-07-026-31-NW; W5-07-026-31-NE; W5-07-026-32-NW; W5-07-027-5-SE; W5-07-027-4-SE



ATTACHMENT #17

From: Mikey Stevenson
To: Heather Moore
Cc: Rob Duffy
Subject: Re: DP 2026-003 Trapper"s Hill - Referral
Date: Tuesday, April 21, 2026 1:12:35 PM
Attachments: Outlook-nuxh3hct.png
Outlook-cy2h1b0b.png

Heather,

I have been on-site on several occasions. The site has come a long way since Scott's first visit, and even since my own initial visit. I have no concerns with the work currently being undertaken, and we continue to work collaboratively with the operators to ensure both visitor and staff safety.

Based on the Development Permit materials provided, everything outlined aligns with what I observed during my most recent site visit.

I do not have any additional comments at this time, but I will defer to the Chief should they he to add anything further.

Cheers,
Mikey Stevenson

Fire Prevention Officer
Safety Codes Officer - Fire
FireSmart Assessor

Office: 403-673-3611 ext. 261
Email: Mikey.Stevenson@mdbighorn.ca

Municipal District of Bighorn No.8
P.O. Box 310
No. 2 Heart Mountain Drive
Exshaw, Alberta
T0L 2C0

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1. FIRE SAFETY PLAN

Evacuation Plan

- In the event of a fire, evacuate immediately and do not attempt to gather belongings.
- Alert others nearby by yelling “FIRE”.
- Exit cabins, washrooms, or common buildings using the nearest safe exit.
- Stay low if smoke is present.
- Do not re-enter any structure once evacuated.

Muster Point

- The designated muster point is the main parking lot.
- All guests and staff must gather here immediately after evacuation.
- Stay at the muster point until accounted for and cleared by emergency responders.

Firefighting Water Access & Availability

- Primary water sources:
    - On-site water storage tanks
    - Faucets at out houses, barn and caretaker cabin
    - Nearby natural water source (creek on west side of property)
- Fire trucks may require guidance due to the remote location, staff must be prepared to direct them.

Fire Extinguishers

Fire extinguishers are located:

- Inside each cabin
- Inside the bathhouse / sauna building
- Inside the store / main building
- Inside the caretaker cabin

Usage (PASS method):

- Pull the pin
- Aim at the base of the fi re
- Squeeze the handle
- Sweep side to side

Carbon Monoxide (CO) Detectors

- Installed in:
    - All cabins ○ Caretaker cabin

- If alarm sounds:
    - Exit immediately
    - Move to fresh air ○ Notify staff

2. EMERGENCY RESPONSE PLAN

Emergency Communication

- Cell service is limited/intermittent on site.
- Emergency communication methods:
    - Staff cell phones (starlink is always on while guests are on site)
    - Radios

Emergency Number:

- Call 911 when service is available

Responsible Parties

During an emergency:

Primary Contact / Lead:

- Property Owner / Manager (Paolo/John & team)

Secondary:

- Caretaker (on-site if applicable)

Responsibilities:

- Call emergency services
- Ensure full evacuation
- Direct guests to muster point
- Account for all guests and staff
- Guide emergency responders to location

Emergency Procedures

Fire Emergency

1. Call 911 (if safe to do so)
2. Alert all guests and staff
3. Evacuate to muster point
4. Use extinguishers only if safe and fi re is small
5. Await emergency services

Wildfire Threat

1. Monitor alerts (Alberta wildfire updates)
2. Notify all guests immediately
3. Prepare for possible evacuation
4. Evacuate early if risk increases
5. Direct all guests to parking lot for organized exit

Medical Emergency

1. Call 911
2. Retrieve first aid kit (store or caretaker cabin)
3. Provide basic first aid if trained
4. Assign someone to guide responders from access road

Site Access for Emergency Vehicles

- Main access via primary gravel road entrance
- Parking lot serves as staging area
- Staff may need to:
    - Unlock gates
    - Direct responders to exact location

3. ADDITIONAL SAFETY NOTES

- No open fires outside designated fire pits
- Follow all fire bans strictly
- Do not leave fires unattended
- Fully extinguish fires before leaving
- Keep flammable materials away from structures
- No fireworks/crackers allowed, no shooting or hunting allowed, no OHV use allowed on the grounds of Trappers Hill
- No smoking of tobacco or cannabis in cabins or washrooms. Smoking and alcohol consumption is permitted on designated sites only.

4. MUSTER & SAFETY EQUIPMENT SUMMARY

- Muster Point: Parking Lot
- First Aid Kits: Store + Caretaker Cabin
- Fire Extinguishers: Cabins, bathhouse, store, caretaker cabin
- CO Detectors: All cabins + caretaker cabin

ATTACHMENT #18

BG

Brajesh Gautam <[redacted]

To Heather Moore

Cc [redacted]

You replied to this message on 6/1/2026 8:32 AM.

Reply

Hi Christine,

TAR needs Agricultural use so will not fit you. Below is the camp use which is exempted. If the camp definition (from Water Ministerial Regulation) and use is what you have, then you don't need licence.

(d) "camp" includes, but is not limited to, a temporary industrial camp, a recreational camp and a temporary camp site;

Schedule 3

Diversions of Water or Operations of Works that are Exempt from the Requirement for a Licence

1 The following diversions of water and any operations of works associated with those diversions do not require a licence:

(a) a diversion of water of up to 2500 cubic metres per camp per year for the purposes of human consumption, sanitation, fire prevention and other uses related to the camp;

ATTACHMENT #19

From: [redacted]
To: Heather Moore; [redacted]
Subject: Trappers Hill Campground Ltd.
Date: Tuesday, June 16, 2026 1:59:53 PM

Heather, thank you for the call and discussion this afternoon. We can confirm we have been retained by Trappers Hill Campground Ltd. to assist in their assessments in support of any applicable applications.
Our scope is related to the onsite wastewater services which include the existing privies installed in 2001.
We are reviewing the applicable regulations with respect to the existing privies and note privies were not covered by 1999 edition of the Alberta Private Sewage Systems Standard of Practice 1999 which would have been the Standard in effect at the time of installation in 2001. As the privies were not included in the Standard in effect at the time, we believe a permit could not be issued for their installation as there is no guidance document to allow for permit issuance. In addition, neither the Standard in effect at the time of construction or in effect today (Alberta Private Sewage Systems Standard of Practice, Fourth Edition, 2021) provide any sizing criteria for privies. As such, any size would be considered in compliance and the pump out frequency would be determined by usage.
Two other regulations, the Nuisance and General Sanitation Regulation and Recreational Area Regulation in effect in 2001 also do not contain sizing criteria. We believe the privies were in compliance with the Standard and regulations in effect at the time of construction and continue to be in compliance.
With respect to the privies, they are vaults constructed of precast concrete with buildings over top of the vault including a separate vent. The 2021 Standard allows for wastewater to be discharged to a contained vault type privy and we believe discharge of the shower building “grey” water can be accommodated in the existing privies since they are precast concrete vault types. This may mean more frequent pump and haul but that is an operational issue.
As we also discussed, the cabins and camp sites are dry with no provision of individual water services. There are self contained water stations utilizing non-potable water (clearly marked as non-potable). Drainage from these water stations can be captured in portable RV type wastewater tanks and also discharged to the privies as required similar to the shower.
Please advise if you require anything further. We continue to assist Trappers Hill Campground with water and wastewater reviews.
Barry

Barry Bohn, P.Eng. (AB,BC)
Principal

Watertech Engineering Research & Health Inc.
[redacted]

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WildSmart

ATTACHMENT #20

Our Mission

WildSmart is a proactive conservation program that encourages efforts by communities to reduce negative human-wildlife interactions.

We conduct a variety of education and outreach activities, and we help to remove wildlife attractants from high human-use areas. These activities increase public safety and enjoyment while also supporting healthy wildlife populations.



WildSmart was established in 2005 by a coalition of local interest groups including businesses, environmental organizations, and municipal and provincial government agencies. In 2009 WildSmart became a program of the Biosphere Institute of the Bow Valley, a local charity.

The Biosphere Institute of the Bow Valley empowers local residents, businesses and visitors to be active environmental stewards. We do so through targeted education, research, and community engagement.

Cover photo courtesy of Amar Athwal



Jamin Mulvey

Road Side Viewing

One of the most common places for you to see wildlife is on the side of the road.

A few things to remember:

- Being close to wildlife causes them stress. It is safer for you, other cars and wildlife if you do not stop your car. Slow down, but continue past.
- If you notice a 'wildlife jam' (a large number of cars parked on the side of the road), keep moving when safe to do so.
- Stay in your vehicle. Leaving your car is very dangerous. Wild animals are unpredictable and need a lot of personal space.

Road and Mountain Biking

- Bikers move quickly and quietly, making them more likely to surprise wildlife. Slow down, especially in areas with thick bushes, blind corners, crests of hills and near noisy rivers.
- Bike in groups, be aware of your surroundings, make lots of noise, and carry bear spray.
- If you encounter a bear, prepare to use your bear spray. Step off your bike, back away slowly and keep your bike between you and the bear. Do not try to out-cycle a bear.

How to Avoid and Manage Encounters

Avoid Encounters

Do not approach or feed wildlife. This could lead to human injury and/or destruction of the animal.

Ways to avoid wildlife:

- Make lots of noise to alert animals of your presence (e.g. talk loudly, sing or shout);
- Travel in groups;
- Walk pets on leash;
- Be aware of your surroundings and recognize signs (tracks/scat) of wildlife;
- Respect area warnings and closures;
- Leave the area if you see or smell a dead animal; and
- Carry bear spray and know how to use it.

Handling an Encounter

When handled calmly and appropriately, most wildlife encounters end without injury to humans or wildlife.

- **STOP—gather your group together!**
- **NEVER RUN!**
- If the animal is unaware of your presence, quietly go back the way you came.
- If the animal is aware of your presence, act non-threatening—talk calmly and back away slowly.
- Prepare to use your bear spray.

In a defensive encounter a bear may feel threatened by your presence if you:

1. Are too close to the bear or its cubs;
2. Are too close to its food (e.g. a carcass, berry patch); or
3. Surprised the bear (it didn't hear you coming).

Be non-threatening—stay calm and back away slowly.

- **NEVER RUN!**
- If the bear comes within range, use your bear spray!
- If the bear makes contact, **play dead**.
- If the attack continues it may have shifted to a non-defensive (i.e. predatory) attack. In this case fight back (see below).

A non-defensive approach by a bear, cougar, coyote or wolf is when the animal has time to leave, but still approaches you.

- **NEVER RUN!**
- Intimidate the animal—act big and loud.
- If wildlife comes within range, use your bear spray!
- If the animal makes contact, **fight back**. Attack the eyes and nose.

For more information on handling encounters visit: wildsmart.ca



Amar Athwal



Penny Lawless

Carry Bear Spray

- Bear spray has been proven to be effective at deterring attacks from black and grizzly bears.
- Bear spray may also be used to deter other animals such as elk, wolves, cougars and coyotes.
- Learn to use your bear spray and carry it with you when you recreate outdoors.
- Carry your bear spray in an easily accessible spot, preferably attached to your body by a holster or sling. Do not carry bear spray inside your backpack!
- Carry bear spray even in winter. Keep it warm to ensure its effectiveness.
- Check the expiry date on your bear spray. Replace after expiration or use.
- Take the time to read the directions on your bear spray, as different brands have different specifications.

For more information watch the 'How to properly use bear spray' video at wildsmart.ca/bearspray

Pets

- Pets should be kept on leash and under your control everywhere in the Bow Valley except in designated dog off leash areas.
- It is not uncommon for off leash pets to come into conflict with wildlife.

Wildlife Attractants

Here in the Bow Valley, we take animal attractants such as garbage, pet food, unattended food, greasy barbeques, fruit trees in town and birdfeeders seriously. Bears that gain access to these food sources can lose their natural fear of people, which increases the possibility of human-wildlife conflict. These bears can cause injury to people and pets and destroy property, resulting in bears being relocated or destroyed.

Help keep bears wild and everyone safe by:

- storing food in a secure area such as inside a building, vehicle, or hard-sided camper;
- cleaning grease trays on barbeques;
- taking birdfeeders down in spring through fall;
- placing garbage in bear proof garbage containers;
- keeping pet food indoors;
- removing fruit bearing trees and shrubs from your yard, or ensuring the fruit is removed.

DO NOT FEED WILDLIFE. It is illegal to feed wildlife in most of the Bow Valley and can result in large fines and possible imprisonment.



Craig Douce



Amar Athwal

Urban Elk and Deer

It is not uncommon to see elk and deer inside town limits. Although it may be hard to believe that these gentle-looking giants are dangerous, elk and deer are a major cause of human-wildlife conflict in the Bow Valley. Because they lack the sharp teeth of bears and cougars and are frequently seen calmly grazing on grass inside the town, visitors often believe that approaching or feeding elk and deer is harmless. However, they have been known to suddenly charge, injuring people and pets.

- Leave 30 meters (100 feet) of space between you and all elk.
- Keep your pets on leash.
- During the rutting season (September-October) never get between a male elk and a herd of female elk.
- Never approach female elk with young, especially during calving season (May-June).
- If you are charged by an elk or deer, position a large object (e.g. tree or car) between you and the animal.

Why be Wild*Smart*?

The Bow Valley has numerous human-wildlife encounters every year. Some encounters have resulted in people suffering injuries or fatalities, or in wildlife being relocated or destroyed. A successful public education program helps to increase awareness, improve public safety and reduce human-caused wildlife mortality. This is essential for the long term sustainability of wildlife in the region. The WildSmart Community Program has become a benchmark for human and wildlife safety and education programs in the Bow Valley and beyond.

How Can I Help?

- Learn about Bow Valley wildlife and how to behave in order to avoid encounters and serious injury.
- Carry bear spray in an easily accessible location and know how to use it.
- Help keep yourself and your pets safe by walking them on leash.
- Help keep our neighbourhoods safe by removing wildlife attractants such as pet food, unsecured garbage, birdfeeders, fruit and fruit bearing trees and shrubs from your yard.
- Spread the word. Share information on how to be WildSmart with neighbours, friends, family and people you meet on the trail.
- Sign up for wildlife safety programs in your area.
- Respect trail closures and wildlife warning signs by choosing alternative trails.
- Volunteer your time or donate to the WildSmart Program.
- Sign up for our weekly bear report at wildsmart.ca

More Information

Donate to WildSmart!
WildSmart is a program of the Biosphere Institute of the Bow Valley and relies entirely on donations and sponsors. You can donate online at wildsmart.ca, by mail or in person. Please make cheques out to the Biosphere Institute of the Bow Valley (note: WildSmart program).

BIOSPHERE INSTITUTE OF THE BOW VALLEY
WildSmart COMMUNITY PROGRAM

Contact Us

WildSmart Community Program
Biosphere Institute
Suite 201, 600a - 9th Street
Canmore, Alberta T1W 2T2

Tel: 403-678-3445 ext. 2
info@wildsmart.ca
wildsmart.ca

@wildsmart
Bow Valley WildSmart

MUNICIPAL DISTRICT of BIGHORN
TD Friends of the Environment Foundation
Alberta
Alberta BearSmart
Town of CANMORE
LAFARGE Building better cities

Report sightings of bear, cougar, wolf and aggressive wildlife:

403-591-7755 (Bow Valley + Kananaskis Country)
403-762-1470 (Banff National Park)

For all public safety emergencies call 911

Living Smart With Wildlife



How Wild*Smart* are you?

BIOSPHERE INSTITUTE OF THE BOW VALLEY
WildSmart COMMUNITY PROGRAM

Welcome!

You are camping in a very special place. We share this landscape with animals that depend on it for their survival. These can include black and grizzly bears, cougars, wolves, coyotes, squirrels and birds. We adibe by Parks Canada's Bare Campsite Program which is in place for your safety, and to help keep the animals alive and wild. Campers and our staff are responsible for ensuring that wildlife attractants are never left unattended in campgrounds.



Keep a clean campsite! If your campsite is not clean...

By camping here, you agree to store all food and scented items in:

- a hard-sided vehicle, trailer or motor hom

You must not leave food and scented items in an open, screened or soft-sided shelter, such as:

- a tent,
- open back of a truck,
- a dining shelter, or
- a tent-trailer.

This rule applies whenever food and scented items are not in use:

- at night while you are sleeping, or
- when you are away from your site for any length of time.

By camping here, you agree that:

Our staff may enter open and plainly visible areas of an unattended campsite to remove and secure plainly visible wildlife attractants.

If you come back to your site and items that you have left unattended are missing, look for a written notice left by our staff. It will contain further instructions.

KEEP YOUR CAMPSITE CLEAN to reduce the risks to your personal safety and to animals.

If you fail to comply with the requirements of the Bare Campsite Program you may have your camping cancelled with no refund. You may also be charged with an offence.

Did you know?

Anything that has a smell or could be considered food may attract animals.

Never leave ANY of these items unattended:

- Food – open/closed
- Garbage and food scraps
- Coolers – full/empty
- Dishes and pots – clean/dirty
- Pet food and bowls
- Bottles and cans – full/empty
- Barbecues and camp stoves – clean/dirty
- ANY item associated with food preparation

Animals need to find their own natural food sources, not yours. By feeding an animal or leaving your scented food items unattended, you attract it to roadsides, picnic areas and campgrounds. This can be dangerous for you and for the animals.



Attention pet owners!

You must keep pets on a leash at all times.
Don't leave pets unattended outside. They can attract carnivores such as bears, cougars, wolves or coyotes, and may be attacked.

1. **Acknowledgment of Risk**

I, the undersigned participant, acknowledge that staying at and participating in activities at Trappers Hill Lodges & Campground involves inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. These risks include, but are not limited to:

- Physical injuries (e.g., sprains, fractures, and other bodily injuries)
- Exposure to natural elements (e.g., weather conditions, wildlife, insects, etc.)
- Accidents or illnesses that may occur due to the nature of the outdoor environment
- Risks associated with water activities (e.g., swimming, fishing)

2. Assumption of Risk

I understand the nature of the activities offered at Trappers Hill Lodges & Campground and acknowledge my experience and capabilities to participate. I voluntarily agree to assume all risks and accept personal responsibility for any damages following such injury, permanent disability, or death.

3. Waiver and Release

I hereby release, waive, discharge, and covenant not to sue Trappers Hill Lodges & Campground, its officers, agents, employees, and other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessors of premises used to conduct activities (collectively referred to as "Releasees") from any and all liability, claims, demands, actions, and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me, or any of the property belonging to me, whether caused by the negligence of the Releasees or otherwise, while staying at or participating in activities at Trappers Hill Lodges & Campground.

4. Indemnification

I agree to indemnify and hold harmless the Releasees from any loss, liability, damage, or costs, including court costs and attorney fees, that they may incur due to my stay at or participation in activities at Trappers Hill Lodges & Campground, whether caused by negligence of Releasees or otherwise.

5. Medical Treatment

In case of emergency, I consent to receive medical treatment deemed necessary by medical personnel. I agree to indemnify and hold harmless the Releasees for any claims resulting from any medical treatment I receive.

7. Severability

I agree that this Waiver of Liability and Assumption of Risk Agreement is intended to be as broad and inclusive as permitted by the laws of Alberta, Canada and that if any portion thereof is held invalid, it is agreed that the balance shall continue in full legal force and effect.

8. Understanding and Acceptance

I acknowledge that I have read this Waiver of Liability and Assumption of Risk Agreement, fully understand its terms, and understand that I am giving up substantial rights, including my right to sue. I acknowledge that I am signing the agreement freely and voluntarily and intend by my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

9. Wildlife Safety:

- For your safety and theirs, familiarize yourself with local wildlife, including bears, cougars, coyotes, wolves and deer. All wild animals can be dangerous
- It is illegal to approach, feed, or entice wildlife of any kind – regardless of size. Always keep a safe viewing distance (30-100 metres).
- All attractants must be stored in a closed hard-sided vehicle or cabin when not in use (this applies if you're away from your site at any time, inside your unit or at night)
- Attractants: Food (open or closed), Garbage (including food scraps), Coolers (full or empty), Dishes/pots (clean or dirty), ANY item associated with food preparation, Pet food/bowls, Bottles/cans (full or empty), Camp stoves (clean or dirty), Toiletries, and any items with a strong odor (perfume, candles, etc)

You may leave camping furniture (lawn chairs, lanterns, tarps) when away from your site.

- 

This is a clean campsite. Any food related and scented items are stored in a hard-sided vehicle or closed cabin.

- 

This campsite is not clean. It may attract wildlife and put campers and animals at risk. This camping permit may/can be cancelled.

- More information in WildSmart Brochure

10. Quiet Hours:

- Quiet hours are from 10:30 pm to 8 am. Please respect your fellow campers' peace and quiet during these times.

11. Leashed Pets:

- Pets must be leashed at all times while on the property. Please clean up after your pets.

12. Smoking and Alcohol:

- No smoking of tobacco or cannabis in cabins, common areas or washrooms. If disregarded, a $100 cleaning fee will be applied to the credit card on file.
- Alcohol and Cannabis may only be consumed on your designated site; do not carry around the campground
- Please dispose of cans and butts properly.

13. Tree/Nature Protection:

- Do not damage, cut or hang anything from trees.
- Please respect the natural environment.

14. Check-in and Check-out:

- Check-in time is at 4 pm and check-out time is at 11 am. Please adhere to these times to allow for cleaning and preparation for the next guests.

15. Photography:

- All commercial photography is NOT permitted without written consent from the owners.
- Guests may shoot non-commercial photography or video for their own personal use (with no drones or professional equipment, lighting, etc.) at their site or on the property but must respect the privacy and well-being of other guests in the area
- I grant permission to Trappers Hill Lodges & Campground to use any photographs, motion pictures, recordings, or any other record of my participation in activities at the campground for any legitimate purposes, including advertising and promotional activities, without compensation.

16. Campfires:

- Campfires are only permitted in the fire pits provided.
- Do not leave fires unattended
- Absolutely no wood-burning fires are allowed if there is a fire ban in effect

17. Cabin/Campsite Maintenance:

- Do not rearrange furniture.
- Please leave the cabins/campsites as they were when you arrived.
- Any additional tents/units/guests must be registered with the office prior to arrival (subject to max capacity restrictions)

- Additional tents/units must be on the gravel, not in trees/on grass
- Do not climb on any structures. A $250 fine will be applied to the credit card on file for any damaged property.

18. Speed Limit:

- Please obey speed limit of 15km/hr

19. Dish Washing:

- Scrape all food scraps and grease off of dishes into a garbage bag BEFORE washing.
- Dispose of food waste into bear proof garbage bins as soon as possible.
- Use an eco-friendly soap
- DO NOT wash dishes at the water well.
- Always dispose of your grey water/dish water in designated sinks.
- Grey water from dishwashing may be spread out over a wide area in the bushes (ONLY if you are using an eco-friendly soap, have NO food waste in the water, and ensure it is not disrupting any other guests)

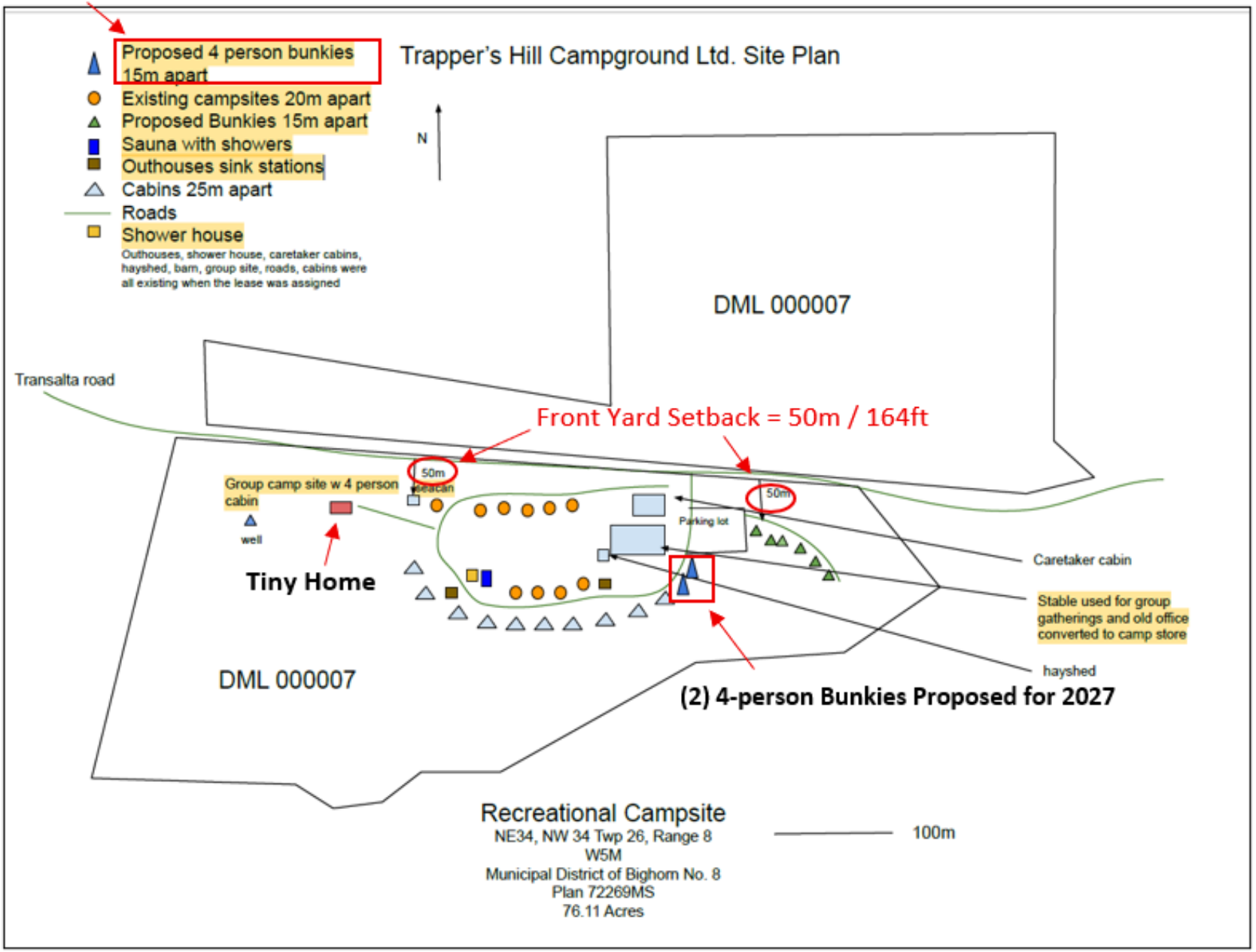
20. General Rules:

- No fireworks/crackers allowed on private property
- No shooting or hunting allowed on private property
- No OHV use on private property

Thank you for your cooperation in making Trappers Hill Lodges and Campground a safe and enjoyable place for everyone.

ATTACHMENT #24

(2) Proposed units for 2027



ATTACHMENT #22

TRAPPERS HILL

ARCHITECTURAL DESIGN PACKAGE
SAUNA AND SHOWER HOUSE
2024-07-18

DESOTO DESIGN

DESOTO DESIGN

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CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR ALL SITE DIMENSIONS, DATUM AND SITE CONDITIONS.

PROJECT:

SHOWER + SAUNA HOUSE

DATE:

2024-07-18

SHEET NAME:

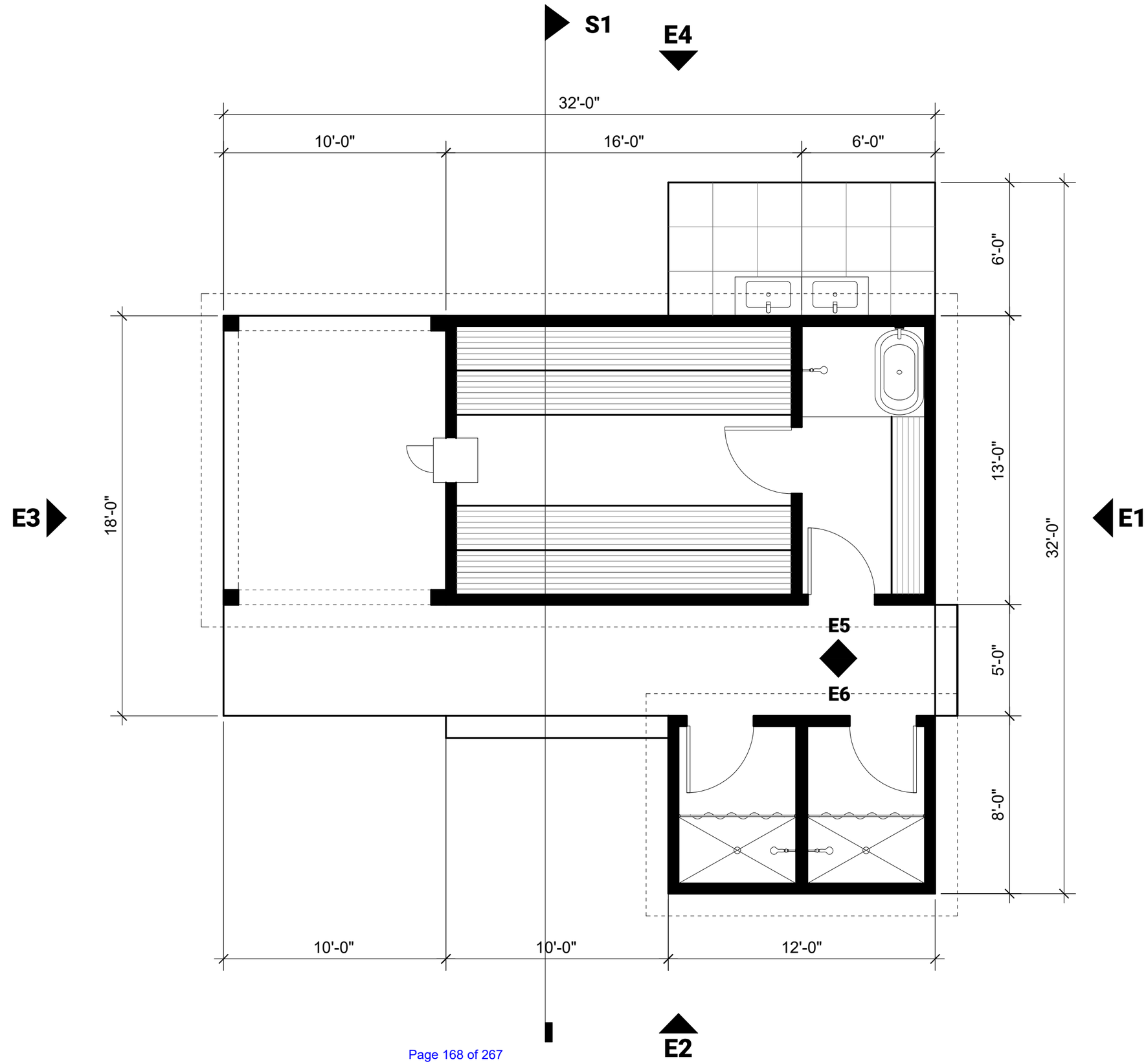
FLOOR PLAN

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PROJECT:

SHOWER + SAUNA HOUSE

DATE:

2024-07-09

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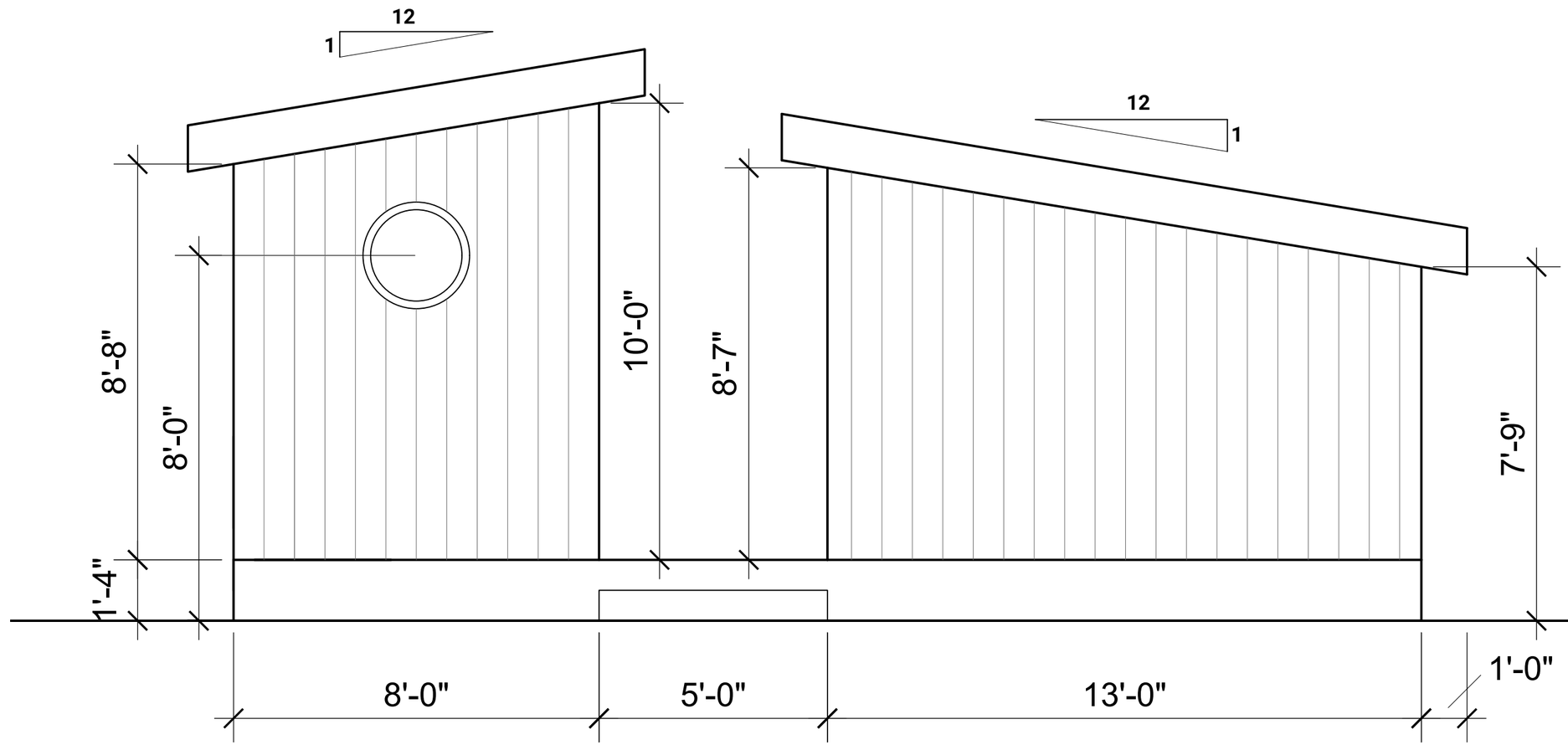
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SHEET NUMBER:

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ELEVATION 1

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PROJECT:

SHOWER + SAUNA HOUSE

DATE:

2024-07-18

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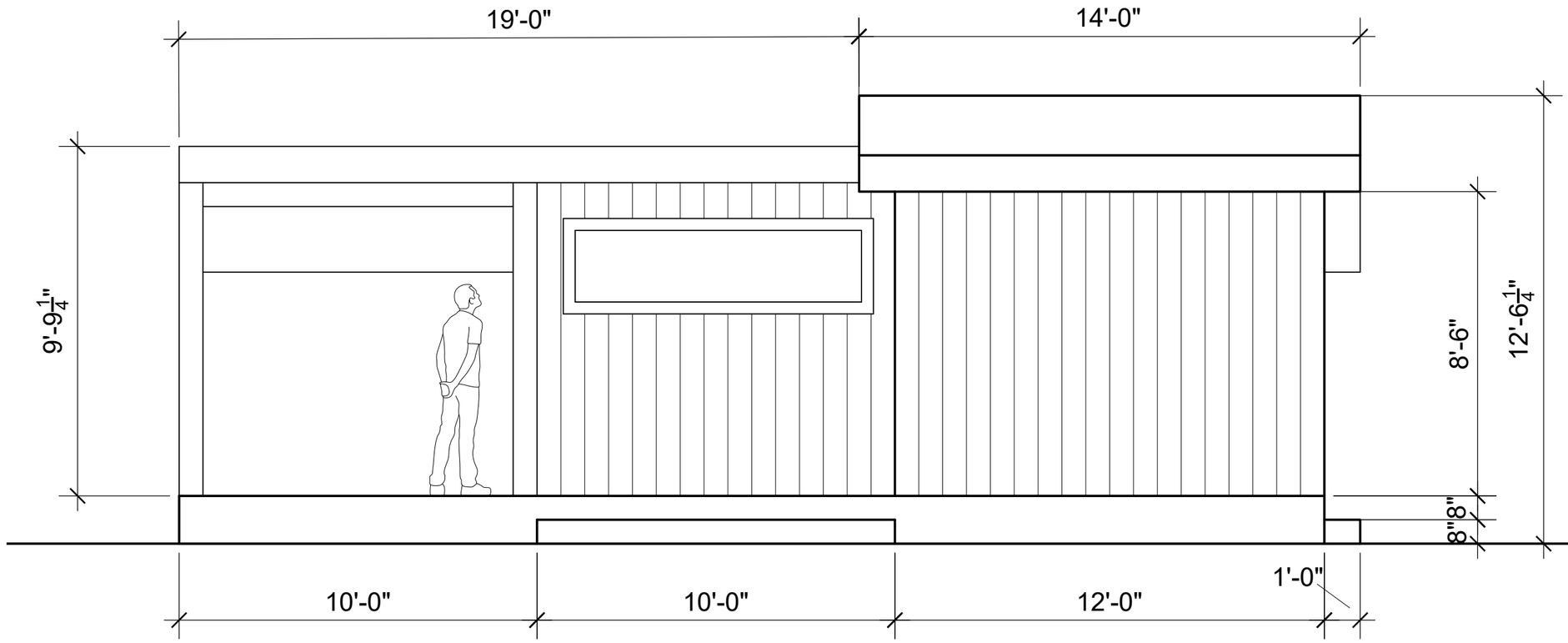
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SHEET NUMBER:

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ELEVATION 2

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PROJECT:

SHOWER + SAUNA HOUSE

DATE:

2024-07-18

SHEET NAME:

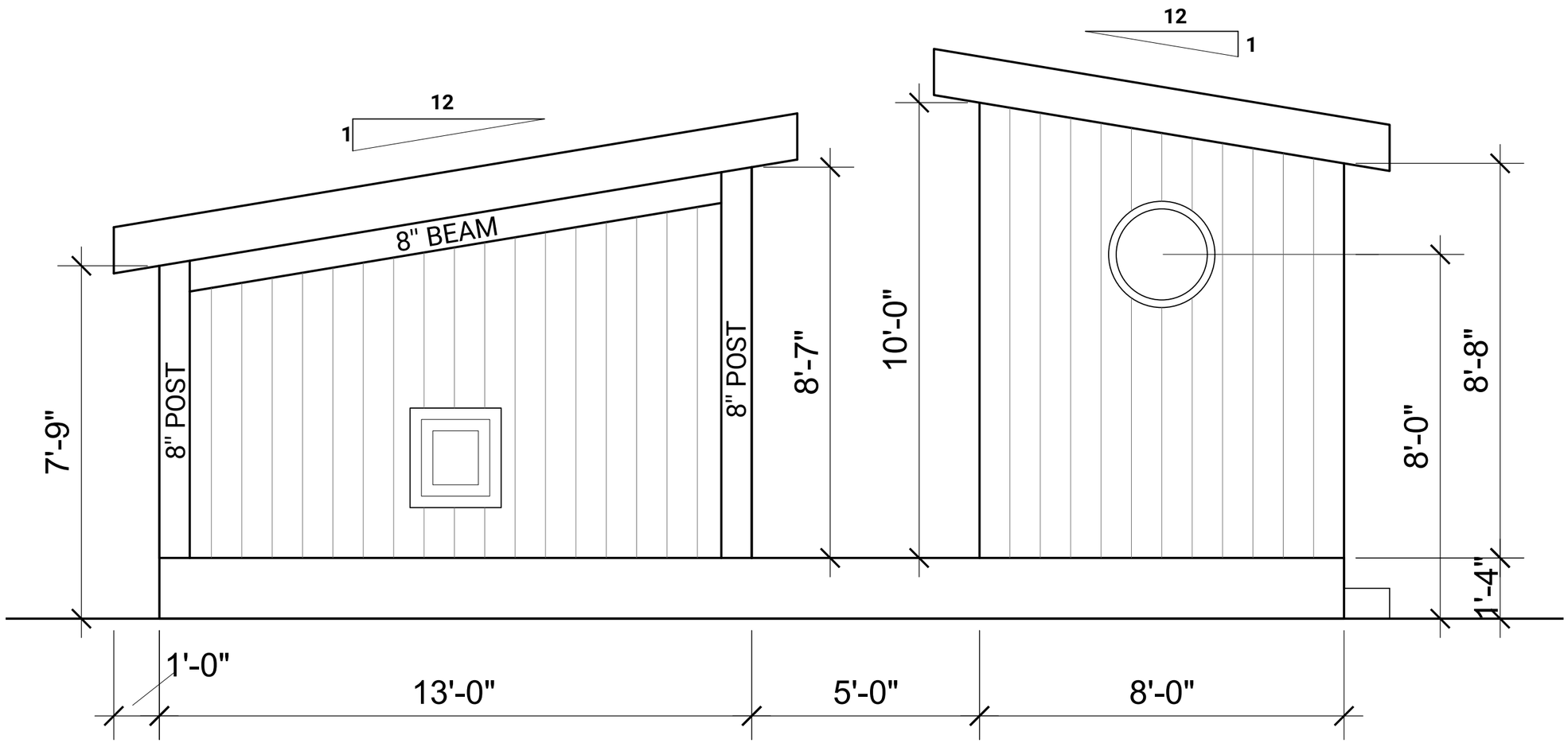
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ELEVATION 3

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PROJECT:

SHOWER + SAUNA HOUSE

DATE:

2024-07-18

SHEET NAME:

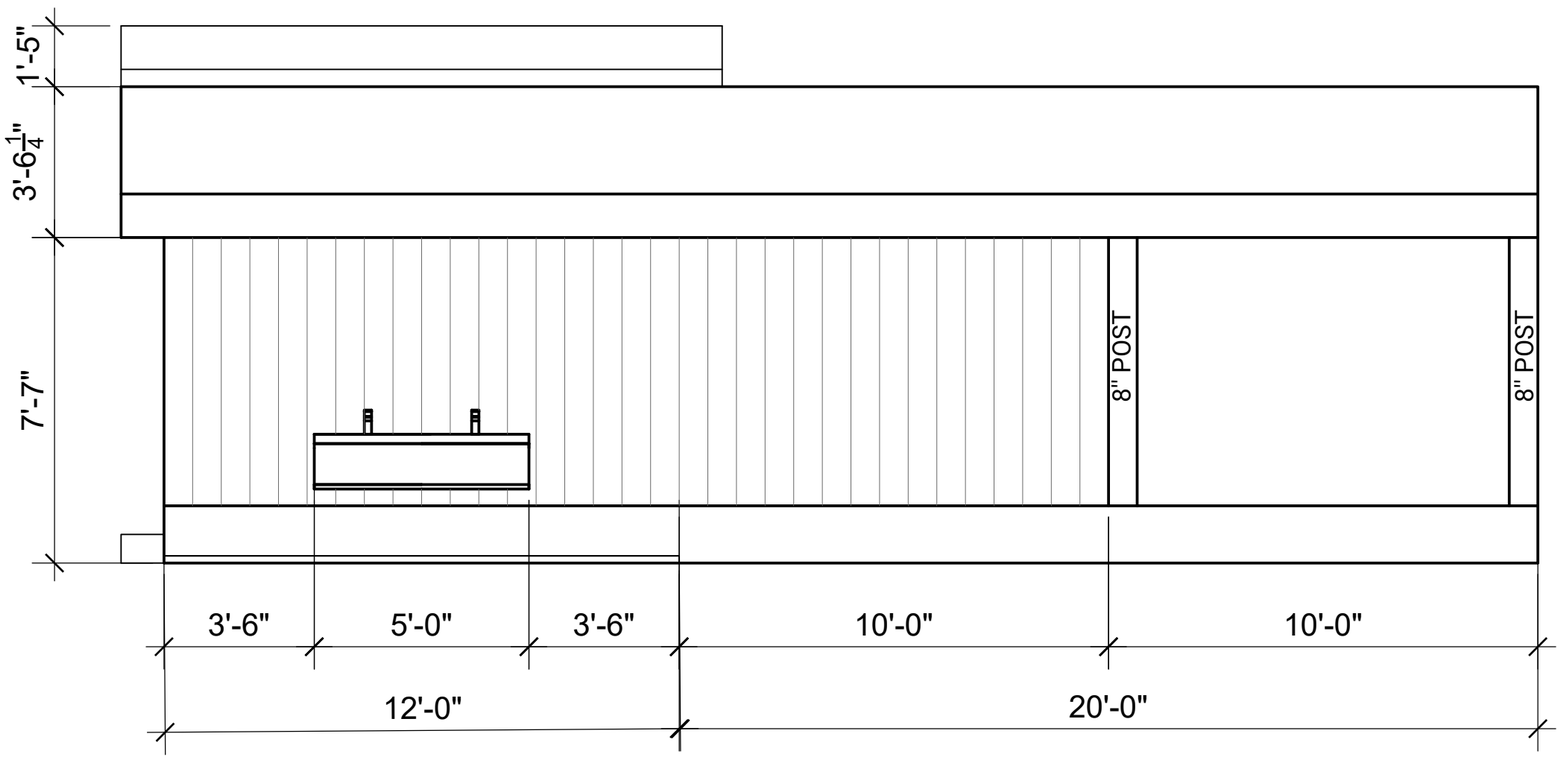
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SHEET NUMBER:

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ELEVATION 4

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PROJECT:

SHOWER + SAUNA HOUSE

DATE:

2024-07-18

SHEET NAME:

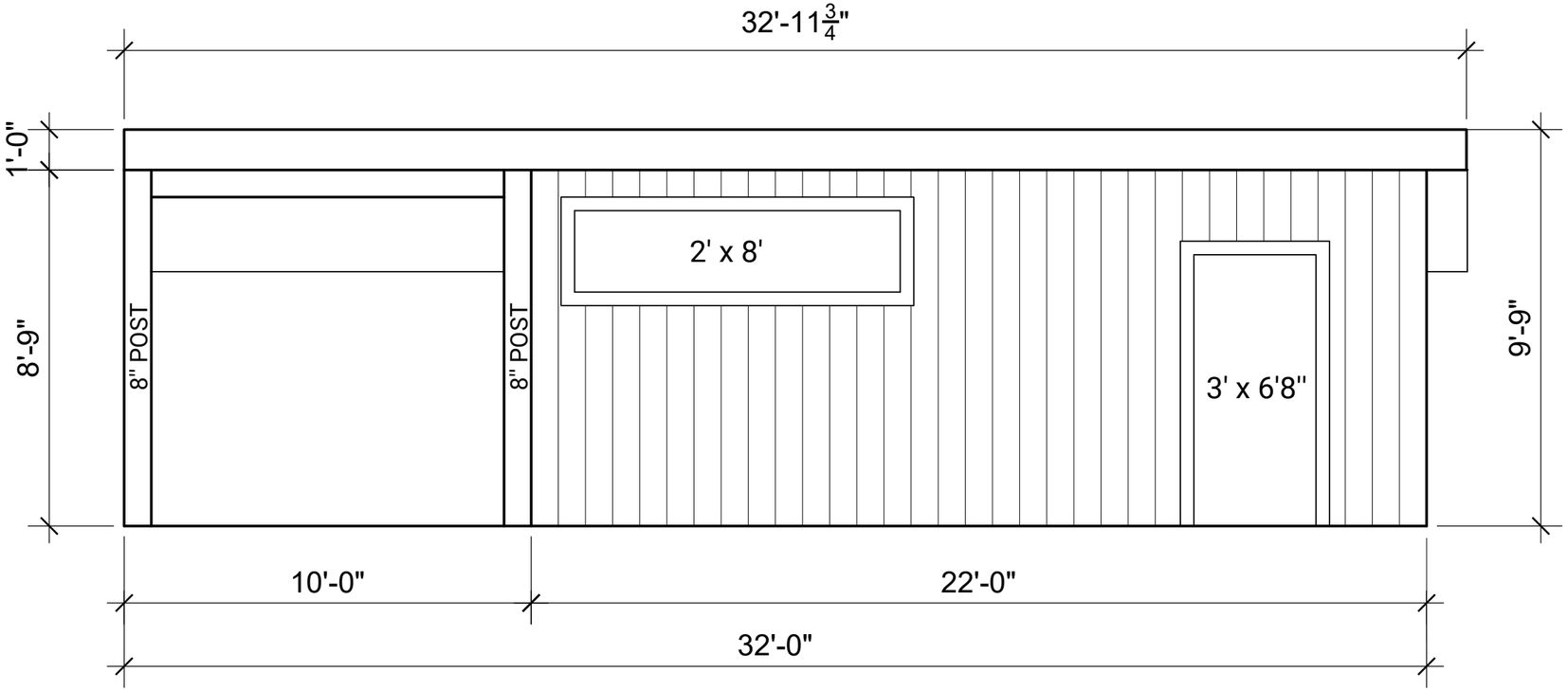
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SCALE:

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SHEET NUMBER:

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ELEVATION 5

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PROJECT:

SHOWER + SAUNA HOUSE

DATE:

2024-07-18

SHEET NAME:

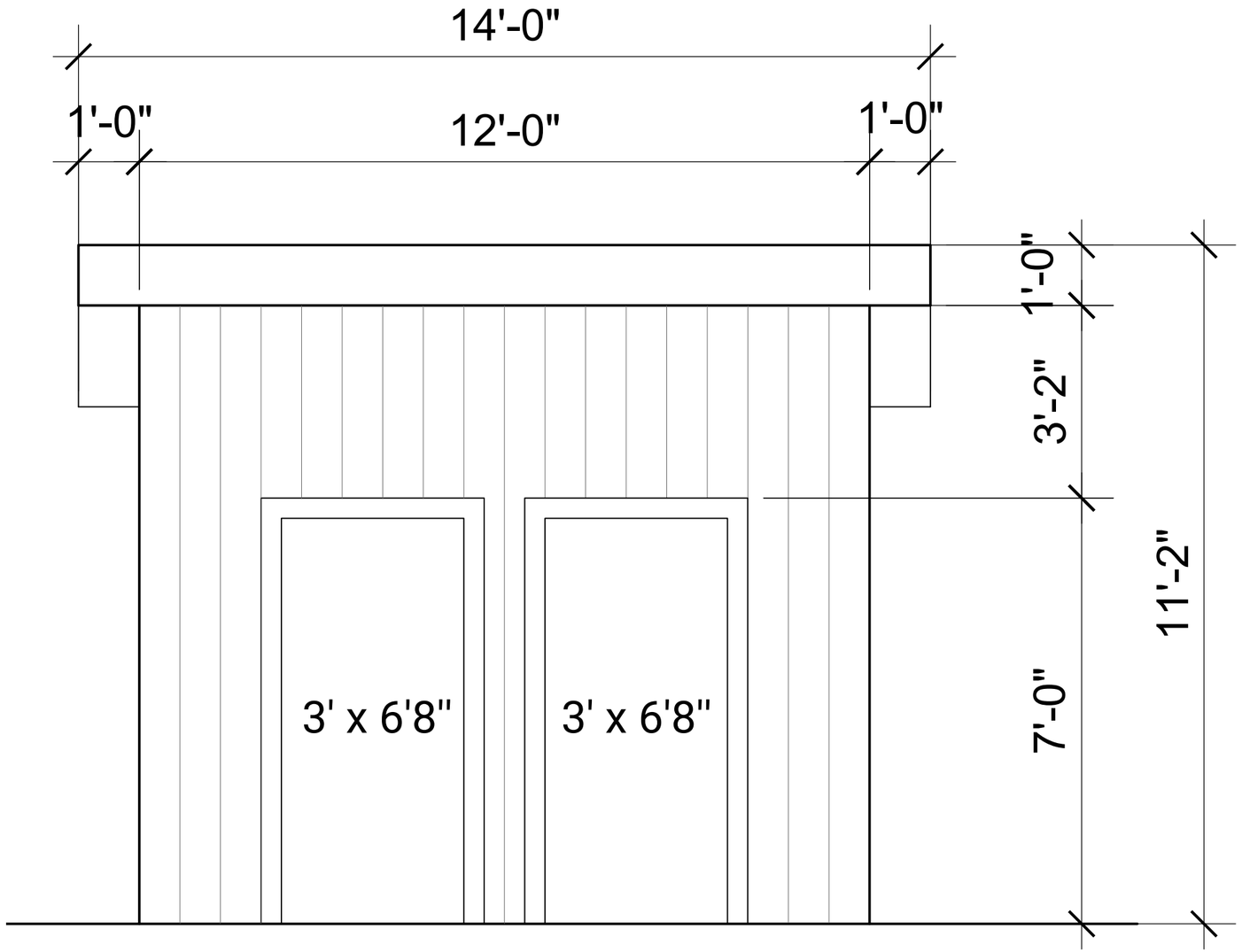
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ELEVATION 6

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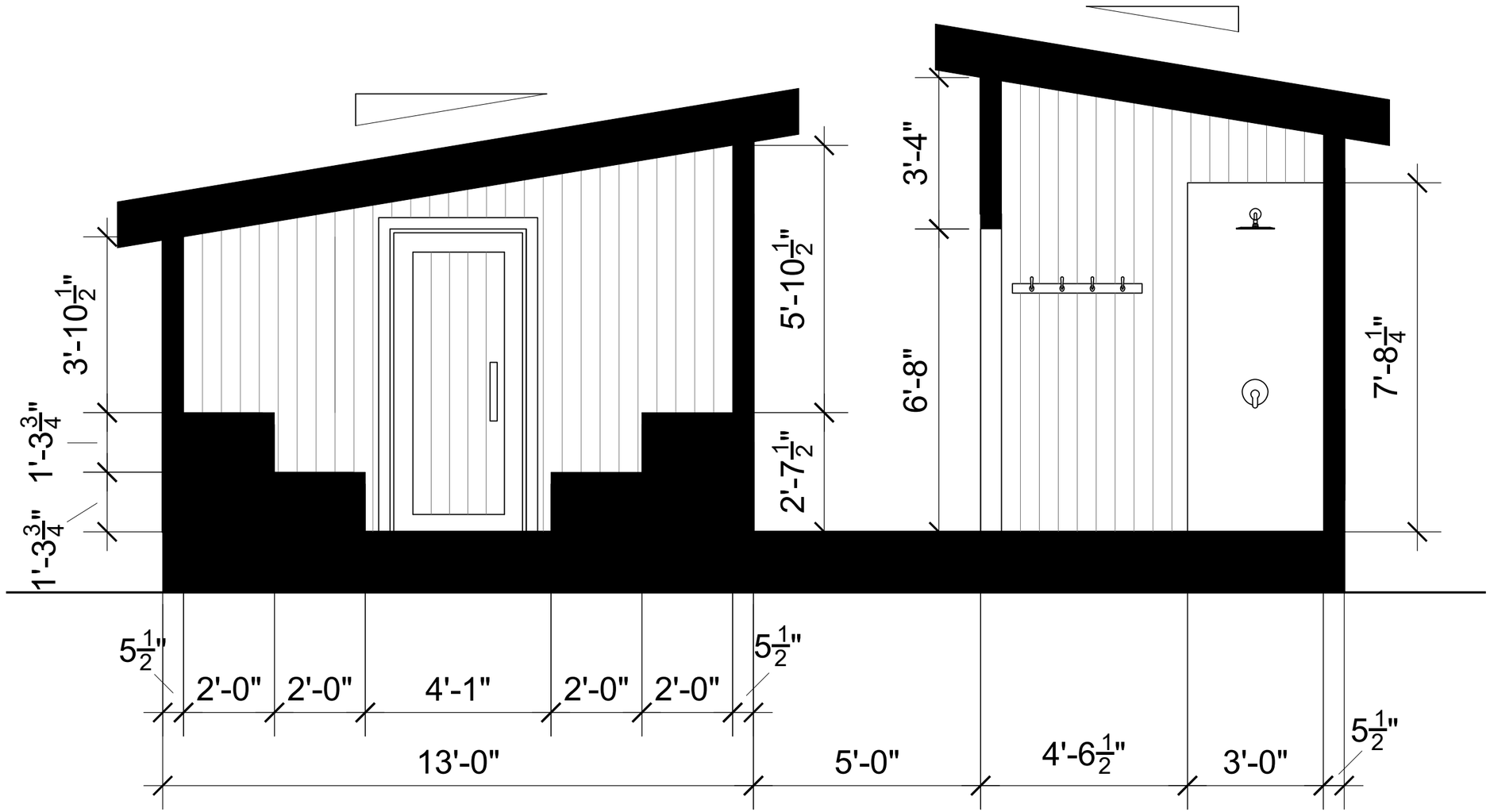
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SECTION







PLANNING & DEVELOPMENT SERVICES APPLICATION REPORT

DP2026-026 - Presented by Katy Stewart, Planning & Development Officer

REPORT TITLE:	DEVELOPMENT PERMIT APPLICATION NO. 2026-026 (APPN-2026-0039)
APPLICANT:	JEREME ARSENAULT, OWNER OF SNOWY OWL SLED DOG TOURS INC. (WHITE WOLF HOLDINGS INC.)
LEASEHOLDER:	SAME AS ABOVE – DML940072
LANDOWNER:	PUBLIC LANDS – GOVERNMENT OF ALBERTA
DEVELOPMENT:	FOR THE RENEWAL OF AN EXISTING COMMERCIAL DOG KENNEL OPERATION (SNOWY OWL SLED DOG TOURS), INCLUDING ASSOCIATED ACCESSORY STRUCTURES (ATCO BUILDING, THREE [3] SHIPPING CONTAINERS WITH CANOPY COVER, WATER TOWER, AND DOG HOUSES), KENNEL TOURS, AND A PARKING AREA, FOR A THIRTEEN (13) YEAR TERM, WITH A 35.3% FRONT YARD SETBACK VARIANCE (25.9M / 85FT) FOR THE ATCO BUILDING, A 68.4% FRONT YARD SETBACK VARIANCE (12.64M / 41.5FT) FOR THE SHIPPING CONTAINERS WITH CANOPY COVER, AND A 87.5% FRONT YARD SETBACK VARIANCE (5.0M / 16.4FT) FOR THE COMMERCIAL KENNEL
RURAL ADDRESS:	HIGHWAY 1A NEAR BURNCO GRAVEL PIT (BOW CORRIDOR)
LEGAL LAND LOCATION:	PTN. NE SEC. 23, TWP. 24, RGE. 10, W5M,
LAND USE DISTRICT:	NATURAL RESOURCE EXTRACTION (NR) DISTRICT

DEVELOPMENT PERMIT APPLICATION NO. 2026-026 - INFORMATION

General Background

- This Development Permit application was submitted by Snowy Owl Sled Dog Tours Inc., represented by Jereme Arsenault of White Wolf Holdings Inc., who is the holder of Miscellaneous Lease No. DML 940072 and operator of the Commercial Kennel. [Refer to Attachment #1]

- The subject lands are under Active Lease No. DML940072 with the Government of Alberta, expiring December 1, 2039. [Refer to Attachment #4]

- The subject site contains an existing Commercial Kennel operation located along Highway 1A, east of the Town of Canmore. Access to the site is provided via a private access road shared with Burnco Rock Products Ltd. and associated operations within the Bow Corridor gravel pit area. Planning & Development (P&D) Services Department conducted a Site Inspection on June 15, 2026 [Refer to Attachment #3].

- The existing Commercial Kennel operation has been established at the subject site for over three (3) decades as a Winter / Summer Sled Dog Tour Operation and has received continuous development approvals from the Municipal District of Bighorn (MD) Municipal Planning Commission (MPC), including:

    - Development Permit No. 36/92 – Original Commercial Dog Kennel approval;
    - Development Permit No. 46/93 – Commercial Dog Kennel Renewal;
    - Development Permit No. 32/95 – Commercial Dog Kennel Renewal;
    - Development Permit No. 23/96 – For an Amendment to DP 32/95 for site tours;
    - Development Permit No. 48/96 – Commercial Dog Kennel Renewal;
    - Development Permit No. 73/99– Commercial Dog Kennel Renewal;
    - Development Permit No. 42/04 – For an Amendment to expand the Fence Area and Convert a Storage Building into Lunchroom/Amenity Area for Staff;
    - Development Permit No. 01/06 – Commercial Dog Kennel Renewal;
    - Development Permit No. 12/11 – Commercial Sled Dog Kennel Renewal, increase in the number of dogs, accessory structures, and a new accessory building;
    - Amendment No. 1 to Development Permit No. 12/11 – Extension related to the approved Accessory Building;
    - Development Permit No. 76/18 – Commercial Kennel Renewal and installation of a septic system; and
    - Development Permit No. 21/21 – Commercial Kennel Renewal with associated accessory structures and kennel tours.

  The Snowy Owl Sled Dog Tours Inc. Commercial Kennel is a long-established use that has operated on the subject site since its original approval in 1992. The operation has maintained regular Development Permit renewals over the years, and the current application seeks to

renew Development Permit No. 21/21 prior to its June 1, 2026, expiry. The subject application was received by P&D on May 28, 2026, prior to the expiry of the existing Development Permit. As the renewal application was submitted before the permit expiration date, the use may continue to operate under the existing approval while the application is under review, consistent with the MD's standard administrative practice.

- The Applicant advises that the operation continues to provide year-round kennel management /care of business sled / cart dog tours, and summer kennel tours. The renewal includes the continued use of the existing kennel facilities such as dog houses, special enclosed kennel buildings for isolation of dogs in recovery or litters, water tower, approved septic system, the replacement of a former cabin with a permanent ATCO Building and three [3] shipping containers with an attached canopy (note that only the ATCO building and [2] shipping containers with canopy cover have been added since the previous 2021 approval).
    - The ATCO Building has received a Building Permit No. 382SSC-22-B0001, Gas Permit No. 382IJD-22-G0002, and Plumbing Permit No. 382IJD-22-P0001 and was deemed closed compliant with a Permit Services Report.
    - The [2] Shipping Containers and associated canopy structure do not appear to have received Safety Codes approvals and will require the applicable Building Permit(s).
    - The application is including the existing third Shipping Container, because the previous approval did not address the Front Yard setback variance required.
    - The above-mentioned accessory structures support the operation by providing office space, dog care and treatment areas, food preparation and storage facilities, and equipment storage.
- Snowy Owl Sled Dog Tours has applied to renew the existing Commercial Kennel operation. Given the long-standing nature of the use and P&D recommends approval for a thirteen (13) year term to align with Miscellaneous Lease No. DML 940072, which remains in effect until December 1, 2039.

Location Map



General Regulations

- Section 2.4 of the MD's Land Use Bylaw 09-z/18 (LUB), as amended, provides the definition of "Commercial Kennel", "Accessory Building," and "Shipping Container," as follows:
    - **"KENNEL, COMMERCIAL"** (Commercial Kennel) means the keeping on a site of 4 or more dogs, normally in return for remuneration, for the purposes of being trained, bred, boarded and cared for, sold, or which are used in association with a commercial operation.
    - **"ACCESSORY BUILDING"** means a detached building or structure which is secondary and subordinate to the Principal Building or use that is typically located on the same site, and includes, but is not limited to garages, sheds, fabric covered structures, or air monitoring stations. This does not include "Farm Structures." "Shipping Containers" shall only be considered an Accessory Building in accordance with Section 4.18.4 of the Land Use Bylaw.
    - "**SHIPPING CONTAINER**" means a large metal container with suitable strength for the shipping, handling and storage of goods. Shipping Containers are also known as 'sea cans' or 'intermodal containers'.

- The subject lands are districted Natural Resource Extraction (NR). Within the NR District, "Accessory Buildings" and "Shipping Containers" are listed as Permitted Uses, while a "Commercial Kennel" is listed as a Discretionary Use. As the proposed two (2) permitted uses require Front Yard setback variances and the Commercial Kennel is Discretionary, the application must be considered by the MPC as the Development Authority.

  The minimum development regulations applicable to the NR District are as follows:
  - Front Yard Setback: 40.0m / 131.2 ft.
  - Side Yard Setback: 30.0m / 98.4 ft.
  - Rear Yard Setback: 30.0m / 98.4 ft.

  The proposed setbacks for the new ATCO Trailer (Accessory Building) are as follows:
  - Front Yard: 25.9m / 85 ft. – 35.3% Variance
  - Side Yard (West): 140m / 459.3 ft.
  - Side Yard (East): 320m / 1,049.9 ft.
  - Rear Yard: 620m / 2,034.1 ft.

  The proposed setbacks for the new Shipping Containers are as follows:
  - Front Yard: 12.64m / 41.5 ft.) – 68.4% Variance
  - Side Yard (West): 95m / 311.7 ft.
  - Side Yard (East): 290m / 951.4 ft.
  - Rear Yard: 650m / 2,132.5 ft.

  The nearest portion of the Commercial Kennel is as follows:
  - Front Yard: 5.0m / 16.4 ft.) – 87.5% Variance
  - Side Yard (West): 120m / 393.7 ft.
  - Side Yard (East): 230m / 754.6 ft.
  - Rear Yard: 560m / 1,837.3 ft.

  Please note that, pursuant to the definition of "Setback" within the LUB, setbacks are measured from the legal lot line. As the subject lands are held under a Miscellaneous Lease (DML 940072) and do not contain titled parcel boundaries, P&D utilized the Alberta Township Survey (ATS) quarter section boundaries obtained from the Government of Alberta to establish the applicable setback lines for the purposes of this review, rather than the lease boundary itself.

  The setback measurements were provided by the Applicant and then verified with the MD's GIS mapping system and are considered sufficiently accurate for planning review purposes, although minor variations may occur due to mapping precision. [Refer to Attachment #2]

With the exception of the Front Yard setbacks, all proposed setbacks substantially exceed the minimum requirements of the NR District. The requested Front Yard setback variances are discussed in further detail later in this report.

- Under Section 4.15 outlines the regulations for Commercial Kennels,

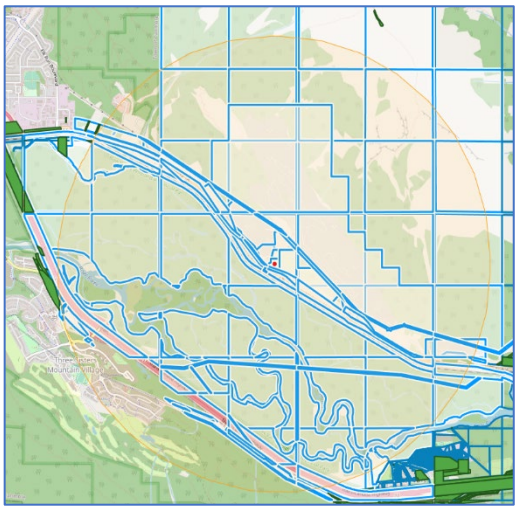


  - Section 4.15.1 provides the Development Authority discretion to establish the maximum number of dogs permitted on-site, taking into consideration factors such as parcel size, adjacent land uses, setback distances, and noise attenuation measures.

The Applicant is seeking approval for a maximum of two hundred and fifty [250] dogs on-site. The Applicant has advised that there are currently approximately one hundred and fifty-nine [159] dogs housed at the kennel, with two [2] anticipated litters of puppies expected in the near future.

Administration is satisfied that the subject site can accommodate the proposed maximum number of dogs being requested. The operation has historically accommodated a comparable number of dogs within the existing lease area, which is confined to the boundaries established by the Government of Alberta under the applicable lease agreement.

With respect to adjacent land uses, the nearest neighbouring developments are the Burnco Rock Products Ltd. (Plant and Gravel Pit), Graymont Western Canada (Quarry), and the Canadian Pacific Railway corridor, all of which are industrial in nature and have no concerns with the existing development. The nearest residential dwelling is located approximately 2.6km from the site within the Three Sisters Mountain Village area, while the nearest dwelling within the MD is an existing Bed and Breakfast Operation / Residence located on Gap Lake Hill, approximately 3.1km from the subject property.



Given the substantial separation distances from residential uses, the industrial character of surrounding land uses, and the absence of any recorded noise complaints associated with this existing Commercial Kennel operation, P&D has no concerns regarding noise impacts or the proposed maximum number of dogs.

- Section 4.15.3 requires all structures and facilities associated with a kennel operation to comply with the setback requirements of the applicable land use district, unless varied by the Development Authority.

  All kennel-related structures and facilities are located within the lease area established by the Government of Alberta. P&D is satisfied that the existing development generally complies with the applicable setback requirements, with the exception of the Front Yard setback variances due to the proximity of the lease boundary to the Alberta Township Survey (ATS) property boundary.

- Section 4.15.9 requires kennels located near known wildlife habitat or wildlife corridors to incorporate measures ensuring dogs are securely restrained at all times.

  The subject site is located within the Bow Valley, an area that supports a variety of wildlife species and important wildlife movement corridors. P&D is satisfied that appropriate measures are in place to ensure sled dogs are securely contained and managed on-site. The Applicant has advised that:

  - Each dog is housed individually and secured by an approximately 8-foot tether when not participating in tours or supervised free-run activities;
  - The kennel is enclosed by a 6-foot-high wildlife fence that is embedded into the ground to prevent dogs from digging out;
  - Staff conduct daily inspections of the perimeter fencing and all dog tether systems to identify and address any maintenance concerns;
  - The facility has operated for approximately 34 years without a reported dog escape incident; and
  - Dog waste is collected and removed from the site by a commercial waste management contractor.

  Based on the information provided and the proposed permit conditions, P&D is satisfied that the intent of Section 4.15.9 of the LUB has been met and that adequate measures are in place to minimize potential impacts on surrounding wildlife and habitat areas.

- Section 4.15.10 requires kennel operations to comply with applicable provincial health regulations, including the appropriate management and disposal of animal waste.

P&D is satisfied that the kennel operation incorporates appropriate measures for animal health, sanitation, and waste management. The Applicant has advised that:

- Dog waste is collected and removed from the site by a commercial waste management contractor (Canada Waste Management);
- Kennel facilities, dog houses, and associated areas are routinely cleaned and maintained;
- Veterinary care (Becky Whittle, DVM License #3000 ABVMA, Cochrane Animal Clinic) is provided throughout the year to support the health and welfare of the dogs [Refer to Attachment #2]; and
- The operation has been established on the subject site for approximately 34 years.

Based on the information submitted, the proposed permit conditions, and the long-standing operation of the facility, P&D has no concerns that the proposed renewal would adversely affect public health, environmental quality, or adjacent lands. No concerns or objections were received from Alberta Health Services.

- Section 4.15.12 provides the Development Authority discretion to establish a renewal period for kennels located on Provincial leased lands and allows for ongoing monitoring of the operation to ensure compliance with the conditions of approval.



P&D supports renewal of the Commercial Kennel Development Permit in accordance with Section 4.15.12. The kennel has demonstrated a long-standing history of operation and compliance at this location, and the Applicant has secured a renewed Government of Alberta lease for the site extending to December 1, 2039. Given the established nature of the operation and the continued ability of the MD to monitor compliance through Development Permit conditions and compliance mechanisms, P&D is satisfied that a renewal term aligned with the Provincial lease is appropriate.

- The LUB does not establish a specific parking requirements for a Commercial Kennel. Pursuant to Section 3.15.2(d), where parking requirements are not specified, the Development Authority may be guided by standards for similar uses. P&D considers the proposed use most comparable to a Natural Resource Extraction and Processing operation, given its remote location, seasonal staffing requirements, and limited visitor traffic. Based on the Applicant's information, sufficient on-site parking is available to accommodate employees, visitors, and operational vehicles associated with the kennel operation.

Commercial Kennel Use	Recommended Parking	Provided
Commercial Kennel Staff (rotation of 16-employees)	1 stall/per employee	11 Stalls (Currently) + 10 additional stalls with new Parking Area
Commercial Kennel Visitors	5 stalls	5 stalls
Total		**26 Parking Stalls**

- The ATCO Building is considered an Accessory Building in accordance with Section 4.1 of the LUB, the applicable sections read as follows:
  - 4.1.2. Accessory Buildings must be secondary and subordinate to the Principal Building or use on the same site, except for air monitoring stations as required by the provincial government, which may be located on a different site from the Principal Building or use.
  - 4.1.3. The determination of whether a use, building or structure is considered accessory shall be at the discretion of the Development Authority.
  - 4.1.5. An Accessory Building shall not be used as a Dwelling, except where approved as a Studio Suite or as approved by the Development Authority.

P&D has determined that the ATCO building that replaced the existing Cabin complies with the requirements of Section 4.1 of the LUB. Specifically:



- The ATCO building is subordinate and incidental to the principal Commercial Kennel use and serves a supporting function within the overall operation;
- The structure is accessory in nature and is intended to provide office space, staff work areas, administrative functions, dog care and treatment areas, food preparation and storage facilities, and support services associated with the ongoing operation of the kennel;
- The ATCO building will not be used for residential occupancy, staff housing, overnight accommodation, or sleeping purposes;
- The proposed location will not impede emergency response operations, public access, or shared access with Burnco Rock Products Ltd. to the site;
- The proposed development does not remove or interfere with any required on-site parking areas; and
- The P&D is satisfied that the structure functions as an Accessory Building to the Commercial Kennel use in accordance with Section 4.1 of the LUB.

The only identified non-compliance for the ATCO building is the Front Yard setback variance that exceeds the minimum required yard under the LUB.

- "Shipping Containers" shall only be considered an Accessory Building in accordance with Section 4.18 of the LUB, which reads:
    - 4.18.1. All Shipping Containers shall meet the minimum required setbacks for accessory buildings.
    - 4.18.2. Shipping Containers shall not be placed on a lot or parcel in a manner that the containers exceed the maximum height restrictions specified in the district regulations.
    - 4.18.3. All Shipping Containers shall be properly maintained or screened from public view to the satisfaction of the Development Authority.
    - 4.18.4. Shipping containers which are being utilized, including storing items within the container, shall be considered an "Accessory Building" in all districts where Shipping Containers are listed as a Permitted or Discretionary Use, and are subject to the regulations under Section 4.1.7 of the Land Use Bylaw.

P&D has determined that the proposed development meets all the requirements under Section 4.18 of the LUB, specifically:

- Not visible from Highway 1A due to trees; no additional screening is required.
- No stacking is proposed;
- Containers will be used solely for secure storage of Kennel related operations;
- Containers will be maintained in good condition to the satisfaction of the Development Authority.
- A Building Permit is required for the Shipping Containers and the canopy structure attached between the containers. The review and approval of these structures will require involvement from Safety Codes and engineering professionals. Administration notes that the Applicant has previous experience obtaining approvals for a similar shipping container and canopy configuration on another property within the MD, and therefore has no concerns regarding the Applicant's ability to satisfy Safety Codes requirements for the proposed structures.



Variance Requests

- Section 41.3 of the LUB outlines the variance powers of the Development Authority. P&D recommends utilizing Section 41.3.1 for this application, which states:

  "41.3.1 - The Development Authority may approve an application that does not comply with this Bylaw if, in the opinion of the Development Authority:

  a) the proposed development would not unduly interfere with the amenities of the neighbourhood or materially affect the use, enjoyment, or value of neighbouring parcels of land; and

  b) the proposed development conforms to the use prescribed for the land use district in which it is located."

  The variance authority is defined under the *Municipal Government Act*, specifically *Section 640(6), subsections (a), (i), (ii), and (b)*, which outlines the powers granted to Development Authorities and allows these powers to be incorporated into a LUB. If included in a Municipal LUB, this provision enables the Development Authority to approve applications that may not fully comply with the bylaw, provided certain conditions are met regarding neighborhood impact and adherence to land use district requirements. Given complexities and unique circumstances often encountered in land use applications, it is essential to conduct a thorough and nuanced review. [Refer to Attachment #8]

- The proposed Commercial Kennel operation includes the following Front Yard Setback variances:

  - Accessory Building (ATCO Building): 35.3% variance (14.1 m / 46.3 ft. reduction), permitting a Front Yard Setback of 25.9 m / 85.0 ft. [reduced from 40 m / 131.2 ft.]

  - Shipping Containers with Canopy Cover: 68.4% variance (27.36 m / 89.8 ft. reduction), permitting a Front Yard Setback of 12.64 m / 41.5 ft. [reduced from 30 m / 98.4ft.]

  - Commercial Kennel: 87.5% variance (35.0 m / 114.8 ft reduction), permitting a Front Yard Setback of 5.0 m / 16.4 ft. [reduced from 30 m / 98.4ft.]

    - The requested variances exceed the Development Authority's variance powers under Section 41.3.3(c) of the LUB and therefore require consideration by the MPC in accordance with Section 41.3.1 of the LUB.

    - The variances are addressed under Condition No. 30 of the proposed Development Permit.

- These variance requests relate to Section 29.5.1 of the LUB respecting setback requirements within the NR District. As the requested Front Yard setback variances exceed the Development Authority's variance powers under Section 41.3.3(b) of the LUB, then MPC must consider the application and exercise its discretion under Section 41.3.1, specifically subsections (a) and (b). P&D considers these provisions applicable for the following planning reasons:
    - The existing Commercial Kennel operation and associated accessory structures generally comply with the applicable requirements of Sections 4.15, 4.18, and 4.19 of the LUB, with the exception of the required Front Yard setback variances;
    - The Commercial Kennel has operated from this location for over three (3) decades and has maintained regular Development Permit renewals with the MD. The current application is primarily a renewal of an established operation and does not propose a significant expansion of the kennel footprint or intensity of the existing land use;
    - No objections were received from referral agencies, or other stakeholders during the circulation process. Alberta Transportation and Economic Corridors (ATEC) did state that the Shipping Containers must be setback 10m from the Right-of-Way, but had no objection to the dog houses being within 5m of the ROW;
    - The nearest neighbouring land uses consist primarily of the Burnco Rock Products Ltd. operation, Graymont Western Canada (quarry), the Canadian Pacific Railway corridor, and other resource-related activities. The nearest residential dwelling is located approximately 2.5 kilometres away, resulting in substantial separation from residential uses;
    - The kennel operation has demonstrated a history of responsible site management, including regular maintenance of kennel infrastructure, secure fencing, ongoing veterinary care, daily waste collection, and year-round staffing and monitoring of the site;
    - Commercial Kennel is listed as a Discretionary Use within the NR District, while the associated Accessory Buildings and Shipping Containers are Permitted Uses. The proposed variance relates solely to setback compliance and does not alter the overall character or function of the approved operation; and
    - The setback constraint is largely a function of the NR District regulations and the unique configuration of the Government of Alberta lease area. The existing kennel facilities have historically been situated closer to Highway 1A to utilize the established access, operational areas, and supporting infrastructure associated with the long-standing kennel operation.

  While the requested Front Yard setback variances remain discretionary due to the extent of the relaxation requested, P&D is satisfied that the variances are appropriate given the established nature of the use, the substantial separation from residential development, the absence of identified impacts, and the demonstrated compliance history of the operation. Accordingly, MPC has the authority to approve or refuse the front yard variance request(s) should it determine the proposal does not align with the intent of Section 41.3.1 of the LUB.

Registered Instruments

- As the subject lands are Crown lands held under Provincial lease, no Certificate of Title exists for the property and, therefore, there is no land title document with listed interests or liens. There is also no mechanism to register a Development Agreement against title.

- A Development Agreement was executed in conjunction with Development Permit No. 21/21 as a condition of approval. However, P&D has reviewed the Development Agreement and have determined that it primarily reiterates conditions already contained within the Development Permit, including permit renewal requirements, compliance with permit conditions, and continued authorization under the Provincial lease. The agreement does not contain development obligations, servicing requirements, security provisions, construction commitments, or other matters that would typically necessitate a Development Agreement.

  Development Agreements are generally utilized for more complex developments where additional obligations, off-site improvements, financial securities, or detailed development commitments cannot be adequately addressed through Development Permit conditions. In this instance, the Commercial Kennel operation does not involve any such requirements and therefore a Development Agreement is not required.

  Further, the Development Agreement is expressly ancillary to Development Permit No. 21/21 and subordinate to the terms of that permit. As Development Permit No. 21/21 expired on June 1, 2026, P&D is of the opinion that the associated Development Agreement has likewise fulfilled its purpose and is no longer in effect. Accordingly, no further action is required by either party with respect to the agreement. As no title exists for the subject lands, no discharge is required, and as the 2021 renewal did not involve new infrastructure, servicing obligations, or security requirements, no Construction Completion Certificate (CCC) or Final Acceptance Certificate (FAC) inspections are necessary. [Refer to Attachment #6]

Referrals

Referral Entity	Comments	P&D Response
MD Emergency Services	No concerns.	Addressed under Conditions No. 10 and 11.
MD Protective Services	No concerns or complaints.	Addressed under Condition No. 6.

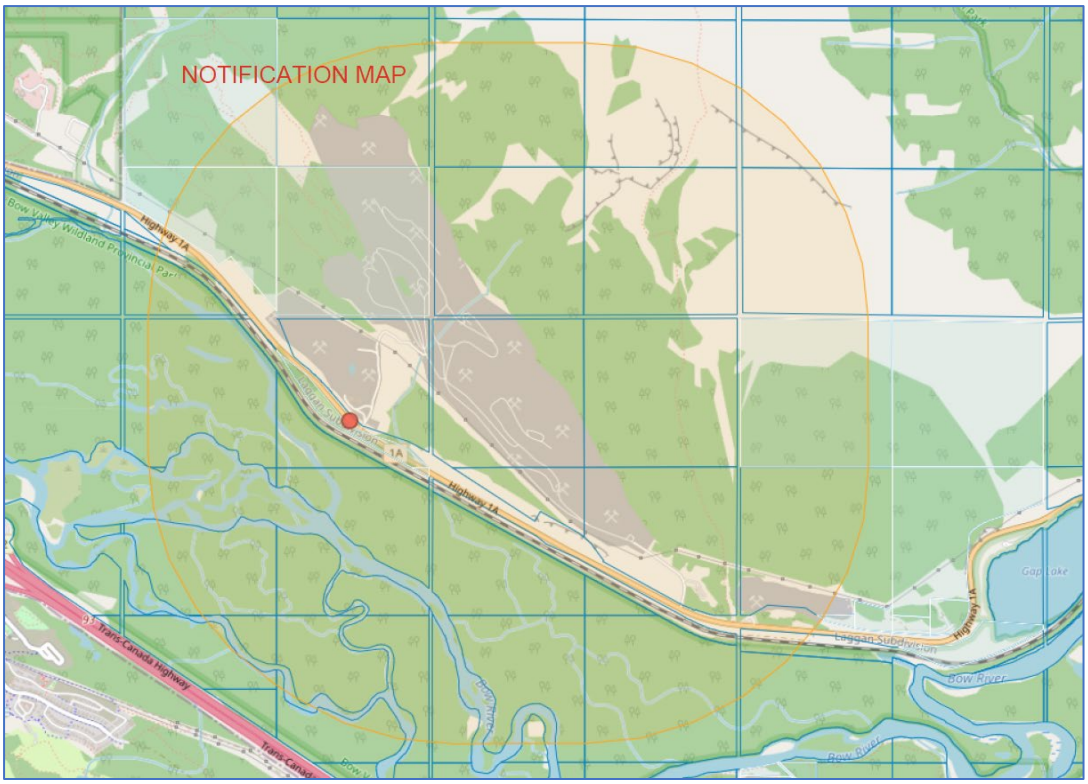
Alberta Forestry and Parks	No response.	Addressed under Conditions No. 2 and 3
Alberta Health Services	No response.	Addressed under Conditions No. 2, 3, 21, and 25.
AltaLink	No response.	Addressed under Condition No. 3
ATCO Transmission	ATCO Transmission confirmed they have no conflict as they have no high-pressure pipelines in the proposed area.	Addressed under Condition No. 3
ATCO Gas	No response.	Addressed under Condition No. 3
Burnco Rock Products Ltd.	Burnco Rock Products Ltd. was circulated as an adjacent leaseholder and access holder. Burnco inquired about the location of the proposed new parking area and the separation between the parking lot and Burnco's operations, noting the existing tree buffer and adjacent haul road. P&D advised on behalf of the Applicant (J. Arsenault) that the existing trees are proposed to remain in place and that the substantial berm located between the proposed parking area and Burnco's access road would provide an additional physical separation. Following review of the site plan and supporting information, Burnco advised that they had no concerns with the proposed development and did not anticipate any impacts to its operations.	Addressed under Conditions No. 3 and 26
Canadian Pacific and Kansas City Railway	No response.	Addressed under Condition No. 3
FortisAlberta	FortisAlberta has no concerns with the proposed application.	Addressed under Condition No. 3

Municipal Affairs – Grants Department	No response.	Addressed under Condition No. 2 and 3
Alberta Transportation and Economic Corridors	Transportation and Economic Corridors has the following additional comments and/or requirements with respect to this proposal: 1. A Roadside Development Permit will be required from Transportation and Economic Corridors for the replacement structure. 2. Buildings and shipping containers should be set back a minimum of 10m from the highway Right of Way. Note: the dog houses can be 5m from the ROW.	Addressed under Condition No. 3, 33, and 34

Adjacent Landowners

The following table and map identify adjacent landowners and leaseholders within a 1.5km radius of the subject site who were notified of Development Permit Application DP 2026-026 on June 9, 2026. Notification was provided via email in accordance with the MD's notification requirements. All notified parties were either Government of Alberta agencies, Utility agencies, CPRK, or Leaseholders; no privately owned land was located within the notification area under the MD's LUB.

The subject site is located outside the notification areas established under the Intermunicipal Development Plan (Bylaw 15-25) with the Town of Canmore. Therefore, notification to Town of Canmore and properties located within the Town's municipal boundaries is not required.



ENTITY	LEGAL LAND LOCATION	RESPONSE
ALBERTA MUNICIPAL AFFAIRS GIL OF TAXES	SW-26-24-10-5	None
ALBERTA MUNICIPAL AFFAIRS GIL OF TAXES	SW-26-24-10-5	None
ALBERTA MUNICIPAL AFFAIRS GIL OF TAXES	SE-26-24-10-5	None
ALTA TRANS. & UTILITIES	NE-23-24-10-5	None
ALTA TRANS. & UTILITIES	SE-23-24-10-5	None

PLANNING & DEVELOPMENT SERVICES RECOMMENDATION: DP 2026-026 that the Municipal Planning Commission acting as the Development Authority **APPROVE** Development Permit No. 2026-026 for the Renewal of an Existing Commercial Dog Kennel Operation (Snowy Owl Sled Dog Tours Inc.), including associated Accessory Structures (ATCO Building, Three [3] Shipping Containers with Canopy Cover, Water Tower, and Dog Houses), Kennel Tours, and a Parking Area, for a thirteen (13) year term, with a 35.3% Front Yard Setback Variances (25.9m / 85ft) for the ATCO Building, a 68.4% Front Yard Setback Variance (12.64m / 41.5ft) for the Shipping Containers with Canopy Cover, and a 87.5% Front Yard Setback Variance (5.0m / 16.4ft) for the Commercial Kennel, subject to the following conditions:

General Conditions

1. This development shall not be altered or modified from the approved plans and specifications submitted [Attached as Schedule 'A'] by the Applicant without written authorization from the Development Authority.

2. **This development is subject to all Safety Codes permits and approvals required under the applicable Alberta Building, Electrical, Gas, and Plumbing Codes. The Applicant and/or Leaseholder shall obtain all necessary Building Permits for the Shipping Containers and associated Canopy Structure.**

3. An Applicant for, or in possession of a valid Development Permit is not relieved from full responsibility for ascertaining, complying with, or carrying out development in accordance with the requirements of:
    a. The following legislation:
        i. Environment Protection and Enhancement Act;
        ii. National Building Code – Alberta Edition;
        iii. National Fire Code – Alberta Edition;
        iv. Natural Resources Conservation Board Act;
        v. Public Development Act;
        vi. Safety Codes Act;
        vii. Water Act; and
        viii. Any amendments thereto;
    b. The requirements of all applicable Municipal District of Bighorn No. 8 bylaws;
    c. The requirements of any other Federal, Provincial, or Municipal enactment or any other law; and
    d. The conditions of any Caveat, Restrictive Covenant, Easement, or any other registered instrument affecting the subject building or lands.

4. Contact Utility Safety Partners by phone +1-800-242-3447 or online https://utilitysafety.ca/ prior to commencing any construction.

5. **The Applicant and/or Leaseholder is responsible for complying with any conditions specified by any applicable Referral Agency. Should the Development Authority receive further conditions or requirements from external Agencies after the date of issuance of this Development Permit, the Applicant and/or Leaseholder shall ensure those conditions are met within a reasonable timeframe to the satisfaction of the Development Authority or the applicable Referral Agency.**

6. No construction or development is permitted on, over or under a Registered Right of Way. It is the responsibility of the Applicant and/or Leaseholder to identify, locate and understand the contents of all Registered Right of Ways Plans and Agreements.

7. Development and construction practices shall be in accordance with the provisions of the Municipal District (MD) Land Use Bylaw. Any damage to municipal infrastructure [including but not limited to hard-surfaced sidewalks or roads, and below-ground shallow utilities] as result of the approved development, shall be repaired or replaced by the Applicant and/or Leaseholder All costs incurred by the reconstruction of any damaged municipal infrastructure shall be borne by the Applicant and/or Leaseholder.

8. The Applicant and/or Leaseholder is responsible for ensuring that any site grading is completed to provide effective site drainage in accordance with the MD's Land Use Bylaw. It is imperative that stormwater runoff from the site does not discharge onto adjacent properties.

9. Exterior lighting shall be designed, located, and arranged to be low glare in nature and to minimize light trespass on to adjacent properties. Light fixtures with a lumen output of greater than 2,000 lumens shall be fully shielded to the satisfaction of the Development Authority.

10. Emergency vehicle access shall be maintained to the satisfaction of the applicable fire authority and in accordance with all applicable Safety Codes and Fire Code requirements.

11. The Applicant and/or Leaseholder shall maintain clearly visible civic addressing and emergency identification signage on the subject lands to the satisfaction of the MD.

Commercial Kennel

12. **This approval is valid until December 1, 2039, in alignment with Miscellaneous Lease No. DML 940072 issued by the Government of Alberta. Should the lease expire, be cancelled, terminated, surrendered, or otherwise cease to be in effect prior to December 1, 2039, this Development Permit shall also be deemed expired. Any request to continue the development beyond the lease term shall require a new Development Permit application and confirmation of renewed lease from the Province of Alberta.**

13. The Commercial Kennel operation, including associated kennel tours, accessory structures, and ancillary activities approved herein, shall remain the principal use of the subject lands.

14. The Applicant and/or Leaseholder shall obtain and comply with all applicable approvals, permits, licences, and Temporary Field Approvals (TFAs) required by the Government of Alberta. The development shall be operated and maintained in accordance with the conditions of those approvals for the duration of this Development Permit.

15. The Applicant and/or Leaseholder shall operate and maintain the Commercial Kennel in accordance with the MD's Land Use Bylaw, including all applicable requirements for Commercial Kennels, as amended from time to time.

16. All dogs associated with the Commercial Kennel shall be securely restrained and contained at all times while on the subject lands and any adjacent lands, through the use of leashes, chains, fencing, enclosures, or other measures satisfactory to the Development Authority. Dogs shall not be permitted to roam at large or harass, chase, injure, or otherwise disturb wildlife. Failure to maintain adequate restraint and control of dogs may result in enforcement action, including suspension or revocation of this Development Permit.

17. **The maximum number of dogs permitted on the subject lands at any one time shall not exceed two hundred and fifty (250), excluding puppies less than six (6) months of age. All dogs shall be owned, boarded, or otherwise under the care and control of the Leaseholder as part of the approved Commercial Kennel operation.**

18. No dogs owned by third parties shall be boarded, kenneled, or permanently housed on the subject lands. Employees may temporarily bring personal dogs to the site during their scheduled work hours, provided the dogs are securely restrained and controlled at all times, are kept separate from the commercial kennel dogs, do not create a nuisance or safety concern, and are removed from the site at the conclusion of the employee's shift.

19. The Commercial Kennel shall not be used for commercial activities that would attract members of the general public to the site, including but not limited to dog sales, shows, competitions, or similar events. Notwithstanding the foregoing, customers participating in approved sled dog tours or kennel tours may access the site under the supervision of the operator and/or leaseholder or an authorized representative. Tour participants shall be transported to and from the site in vehicles operated or authorized by the operator and/or leaseholder. Where a participant requires specialized transportation due to accessibility needs, child safety requirements, or other circumstances acceptable to the Development Authority, access to the site in a personal vehicle may be permitted.

20. Notwithstanding Condition #19, the Applicant and/or Leaseholder may facilitate the adoption or rehoming of retired sled dogs associated with the Commercial Kennel operation, provided such activities remain incidental to the approved use and do not constitute a standalone commercial dog sales operation.

21. Dog feces and other animal waste shall be collected on a regular basis and disposed of by an authorized waste management contractor or at an approved disposal facility, in accordance with all applicable Alberta Health Services requirements and Provincial regulations. Waste shall be managed in a manner that prevents nuisance conditions, odours, attraction of wildlife, and adverse impacts on adjacent lands.

22. The Applicant and/or Leaseholder shall maintain all fencing, containment systems, signage, dog houses, and related kennel infrastructure in good working order to prevent dogs from escaping the site and to ensure the safe operation of the Commercial Kennel. perimeter fencing, dog tethers, and other containment measures shall be regularly inspected and repaired as necessary. Clear and legible warning and wayfinding signage shall be maintained on-site to discourage unauthorized access to the kennel facilities.

23. All dog food, animal feed, and attractants shall be stored within enclosed, wildlife-resistant containers or structures and managed in a manner that minimizes the attraction of wildlife to the site.

24. All solid waste generated by the Commercial Kennel operation shall be stored in wildlife-resistant containers and disposed of in accordance with all applicable Provincial regulations and MD requirements**.**

25. The Applicant and / Leaseholder shall obtain and maintain all approvals, permits, licences, and authorizations required by Alberta Health Services and any other applicable regulatory authority for the operation of the Commercial Kennel.

26. The Applicant and / Leaseholder shall obtain and maintain the Provincial Lease, access agreements, licences, permits, and authorizations required by the Government of Alberta, Burnco Rock Products Ltd., or any other applicable authority for legal access to the subject lands.

27. The Applicant and/or Leaseholder shall implement dust control measures as necessary to prevent dust from becoming a nuisance to adjacent lands, roadways, or users of the area. Additional dust control measures may be required by the Development Authority where deemed necessary.

Associated Accessory Buildings / Structures

28. The Applicant and/or Leaseholder are responsible for ensuring that they or their contractors obtain all other required permits and inspections related to this development.

29. The minimum building setbacks are as follows:
    a. Front Yard: 40 m / 131.2 ft
    b. Rear Yard: 30 m / 98.4 ft
    c. Side yard: 30 m / 98.4 ft

30. Notwithstanding Condition #29, this development is granted the following variances:
    d. ATCO Building: 35.3% variance (reduction of 14.1 m / 46.3 ft), permitting a minimum Front Yard Setback of 25.9 m / 85 ft.;
    e. Shipping Containers with Canopy Cover: 68.4% variance (reduction of 27.36 m / 89.8 ft), permitting a minimum Front Yard Setback of 12.64 m / 41.5 ft.; and

f. Commercial Kennel: 87.5% variance (reduction of 35.0m / 114.8ft), permitting a minimum Front Yard Setback of 5 m / 16.4 ft.

31. The ATCO Building or any other structures shall not be used as a dwelling unit(s) and/or Staff Accommodation, nor shall they be used for any overnight sleeping accommodation purposes whatsoever.

32. The Applicant and/or Leaseholder is responsible for ensuring that the ATCO Building, Shipping Containers, Water Tower, existing Septic System, and associated Dog Houses remain in good condition and shall repair or replace the unit to the satisfaction of the Development Authority, if applicable.

33. The ATCO Building or Shipping Containers shall not be relocated within the subject site without prior approval from the Development Authority. **Any relocation of the Shipping Containers or ATCO Building shall be setback at least 10m / 32.8 ft from the Provincial Highway Right-of-Way unless otherwise approved by Alberta Transportation and Economic Corridors.**

34. **A Roadside Development Permit will be required from Alberta Transportation and Economic Corridors for the ATCO Building and Shipping Containers with Canopy.**

35. **Twenty-one (21) days from the first publication date you are authorized to proceed with the development approved under this Development Permit.**

Rationale for Recommendation

- The proposed development represents the renewal of an existing Commercial Kennel operation that has been established on the subject site since 1992 and has maintained continuous Development Permit approvals for approximately 34 years.

- The application generally complies with the applicable requirements of Sections 4.15, 4.18, and 4.19 of LUB. The only exceptions are the requested Front Yard Setback variances for the existing Commercial Kennel, ATCO Building, and Shipping Containers with Canopy Cover.

- The proposed variances recognize the long-standing location of the kennel facilities and accessory structures on the site and facilitate the continued operation of an established commercial tourism business. No expansion of the overall kennel footprint or increase in the approved maximum number of dogs is proposed.

- The subject site is located on Crown land under Miscellaneous Lease No. DML 940072 within a rural area east of the Town of Canmore. The site is accessed via an LOC road shared with industrial operations, and the surrounding area contains limited residential development, reducing the potential for land use conflicts.

- Administration is satisfied that appropriate measures are in place to address wildlife interactions, animal containment, sanitation, waste management, and operational impacts. The Applicant has advised that the facility utilizes secure containment systems, daily

inspections of fencing and tethers, routine cleaning and maintenance, veterinary care, and commercial waste collection services.

- No objections or concerns were received from adjacent leaseholders, referral agencies, Alberta Health Services, or other stakeholders regarding the proposed renewal.
- In P&D's opinion, the requested Front Yard Setback variances do not undermine the intent of the setback regulations within the NR District and will not adversely affect neighbouring land uses, public safety, environmental quality, wildlife management objectives, or the orderly development of the area.
- While the Commercial Kennel is a Discretionary Use within the NR District and the requested variances exceed the Development Authority's variance powers under Section 41.3.3(c) of the LUB, and MPC may approve, refuse, or modify the application pursuant to Sections 41.3.1 and 41.3.3 of Land Use Bylaw.

Attachments

1. Development Permit Application No. 2026-026 – Application and Annual Filing Information
2. Development Permit Application No. 2026-026 – Site Plan, Parking Plan, Written Description, and Veterinary Letter
3. Development Permit Application No. 2026-026 – Site Inspection Photographs
4. Provincial Lease – DML940072
5. Development Permit No. 21/21 – for information purposes
6. Development Agreement – Snowy Owl Sled Dog Tours Inc. DP 21/21
7. Alberta Transportation and Economic Corridors Notice of Referral Decision – RPATH0073608
8. Section 640 *Municipal Government Act* – Jan. 1, 2025 – for information purposes

Municipal District of Bighorn No. 8

No.2 Heart Mountain Drive, P.O. Box 310, Exshaw, Alberta T0L 2C0
Phone: (403) 673-3611 • Calgary Direct: (403) 233-7678
Fax: (403) 673-3895 • Email: bighorn@mdbighorn.ca
Website: www.mdbighorn.ca

DEVELOPMENT PERMIT APPLICATION

Application No. 2026-026

I/WE make application under the provisions of the Land Use Bylaw for a Development Permit in accordance with the plans and supporting information herewith and which form part of this application.

Applicant: Snowy Owl Sled Dog Tours Inc.

Mailing Address: [redacted]

Telephone: [redacted] **Fax:**

Email: [redacted]

Legal Description of Property to be Developed: Qtr. Sec. 23 Twp. 24 Rge. 10 W5M

OR: Lot Block Plan

Registered Owner: Jereme Arsenault **Telephone:** [redacted]

Address:

If applicant is not the registered owner, please include a letter from the owner authorizing the proposed development.

Please provide the following information, where applicable:

Existing Use of Property to be Developed: *Commercial Kennel incl: Water tower, office, three shipping containers, freezer and dog pens.* N/A

Proposed Use/Development: **Renewal of Commercial Kennel Use + One (1) Shipping Container Canopy, and new Staf f Parking Area** N/A

Site Width: N/A Site Length: N/A Site Area: N/A

Floor Area of Existing Developments: N/A Floor Area of Proposed Development: N/A

Percentage of Lot that will be Occupied by Buildings: N/A Height of Proposed Building(s): N/A

Setbacks from Property Lines: **Front:** N/A **Rear:** N/A **Sides:** N/A and N/A

Is this structure within 20 m of the top or toe of an escarpment having a slope of 15% or greater?	Yes		No	X
Are there any sour gas wells or pipelines within 1.5 km of the subject property?	Yes		No	X
Will this application result in construction of a building larger than 47 m^2 (500 ft^2)?	Yes		No	X
Is the proposed development within 30 m of a waterbody or water course, including its respective ecological boundary, as defined under the Land Use Bylaw?	Yes		No	X

As part of this application I have attached the following:

a) Development permit application fee — Yes [ ] No [X]
(permit will not be processed until fee is received)

b) Site plan of parcel of land to be developed — Yes [X] No [ ]
(see attached for site plan requirements)

c) Elevation drawings of all buildings to be developed under this permit — Yes [ ] No [X]
(showing building height measurements and number of storeys)

d) Floor plans and elevation drawings of all buildings to be developed under this permit — Yes [ ] No [X]

e) A description or visual representation of exterior finishing materials and colours Yes [ ] No [X]

Estimated Cost of Project or Contract Price: No Change

Proposed development has commenced or has been completed: Yes [X] No [ ]

Estimated Commencement Date: Ongoing

I hereby grant approval for the M.D. of Bighorn No. 8 to make a site inspection on the above noted parcel:

Yes [X] No [ ]

Date of Application: April 29'2026

Signature of Applicant: [redacted]

Personal Information required on this application form is collected under the authority of sections 33(a) and (c) of the Alberta Freedom of Information and Protection of Privacy (FOIP) Act (the "FOIP Act"). Your personal information will be used to process your application. Please be advised that your name, address and details related to your permit will be disclosed to the Alberta Safety Codes Authority for the purpose of compliance with the Safety Codes Act. Disclosure of your personal information is completed under the authority of section 40(1)(c) of the FOIP Act.

FOR OFFICE USE ONLY

Land Use District: NR Permitted ____ Discretionary X Variance ____

Lot Type: Interior ____ Corner ____ Through ____ Not Applicable X

Date Application Received: May 28, 2026 Received By: Bonnie McWilliam

Date Application Deemed Complete: June 16, 2026 By: K. Stewart

Fees Paid: $ 1,500 Receipt # 2026397099

Copy of Title DML940072 Abandoned Well ✓

Annual Returns for Alberta and Extra-Provincial Corp. - Proof of Filing

Alberta Amendment Date: 2025/11/25

Service Request Number: 45939546
Corporate Access Number: 207118555
Business Number: 893129288
Legal Entity Name: SNOWY OWL SLED DOG TOURS INC.
Legal Entity Type: Alberta Business Corporation
Legal Entity Status: Active
Registration Date: 1996/10/03

This confirms the Annual Return for 2025 has been filed as of 2025/11/25.

Director / Shareholder / Agent for Service

Status: Active
Relationship to Legal Entity: Agent for Service
Agent for Service Type: Primary
Appointment Date: 2021/10/20
Last Name: BLACK
First Name: GAIL
Firm Name: MILLER THOMSON LLP
Street / Box Number: [redacted]
City:
Province:
Postal Code:

Status: Active
Relationship to Legal Entity: Director
Individual / Legal Entity Type: Individual
Appointment Date: 2013/09/30
Last Name / Legal Entity Name: ARSENAULT
First Name: JEREME
Street / Box Number: [redacted]
City:
Province:
Postal Code:

Status: Active
Relationship to Legal Entity: Shareholder
Individual / Legal Entity Type: Individual
Last Name / Legal Entity Name: ARSENAULT

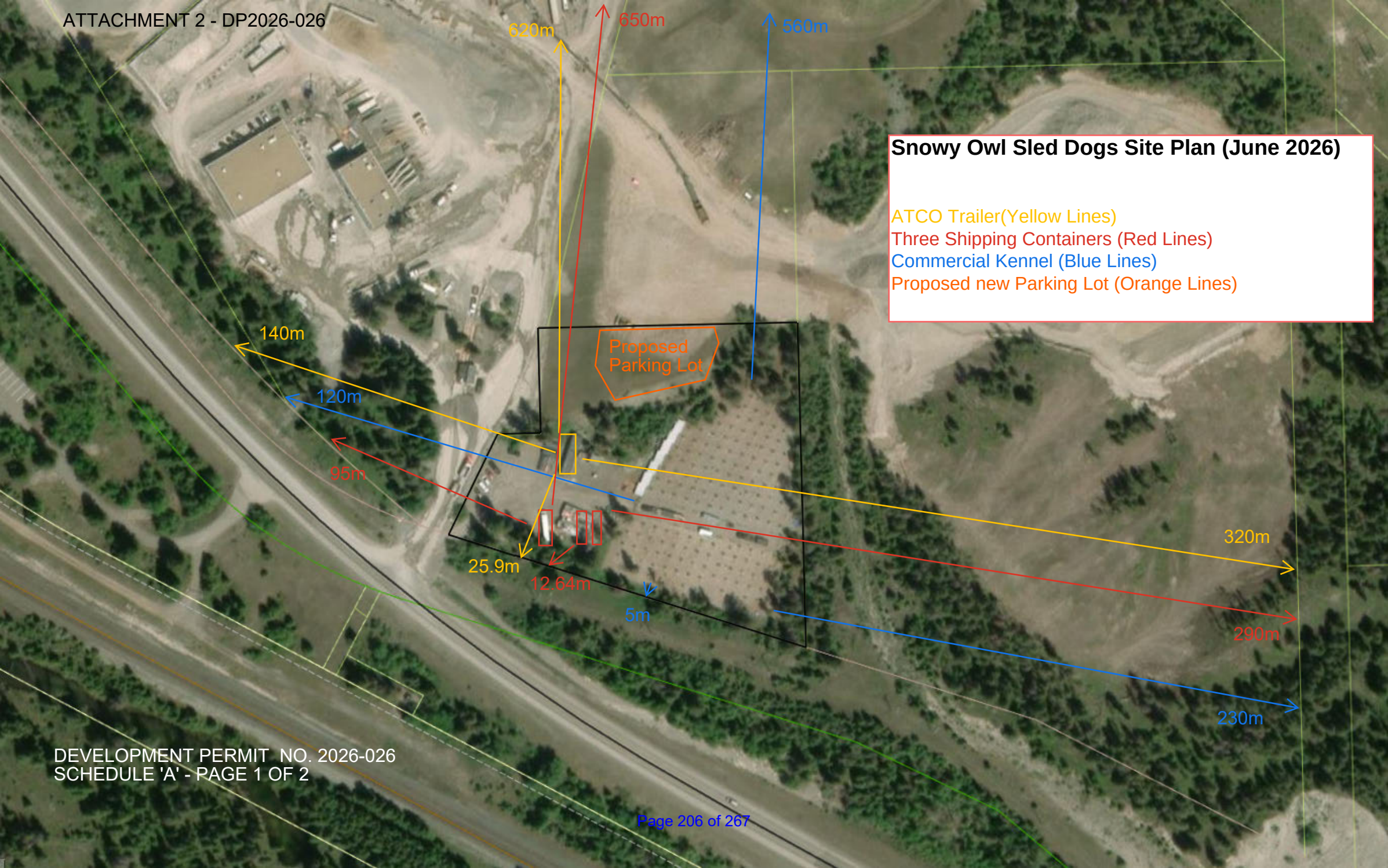
First Name: JEREME
Street / Box Number: [redacted]
City: [redacted]
Province:
Postal Code:
Percent Of Voting Shares: 100

REGISTERED ADDRESS
Street: [redacted]
City: [redacted]
Province:
Postal Code:

RECORDS ADDRESS
Street: [redacted]
City: [redacted]
Province:
Postal Code:
Email Address: [redacted]

Registration Authorized By: GAIL BLACK
SOLICITOR

The Registrar of Corporations certifies that the information contained in this proof of filing is an accurate reproduction of the data contained in the specified service request in the official public records of Corporate Registry.



Snowy Owl Sled Dogs Site Plan (June 2026)

ATCO Trailer(Yellow Lines)
Three Shipping Containers (Red Lines)
Commercial Kennel (Blue Lines)
Proposed new Parking Lot (Orange Lines)


Current Onsite Parking Stalls
#11 Staff Parking
#5 Visitor

As of:

April 29th, 2026

	SNEAKERS															
	ZACK															
	hawk			ATHABASCA	KIPAWA											
	EARL			ROSSI	DALWHINNIE	ARGON	CHILI									
	HONDA			FURIOSA		JASMINE	XENON	KING								
	CHAMOMILE			GHOST	BUTTON	ASTORIA	MINEY	HABANERO	SCARLETT							
	MATCHA			MAGGIE	ENOKI	MORTICIA	RIZZO	PORTOBELLO	GIN							
	CHAI	SITARA	NAHANNI	WEDNESDAY	KIMCHI	MEENIE	UNAKITE	CENTAUR	NORDICA	LISA						
	LOLA	powyss	LORETTA	TONIC	ONYX	EMMY-LOU		ukka	EENIE	JINX						
	COCO	MARILYN	CHANTERELLE	DUMPLING	ISLAY	PIXIE	MOREL	MAY	HOWLITE	POBLANO	JANET					
Parking	OREO		--BROKEN--	AMETHYST	PEKOE	SHANIA	REBA	CONWAY	FRENCHY		OPAL					
			LIL' KIM	CARDI B	GARTH	fancy	LAGERTHA	ELEKTRA	AD-ROCK	MARTY	SHADOW	REIGN				
Cabin	athos		GORGONZOLA	POISON	KELLY	SCAPA	SINCLAIR	JESSIE	QUINN	IVY	DOLLY	BEATRIX	CAYENNE			
			PHOENIX	PEGASUS	JO	ARMADA	GOAT	CHA-CHA	LADY JAYE	SPHINX	YETI	MAYDAY	THANOS			
LANEWAY																
Staff Pen		FESTER	GOMEZ	B-REAL	echo	WEASEL		AC SLATER	COPPERMINE	METALLICA		HAYES	KAI	dozer		
		OBAN	ECTO	BRIE	YELLOWKNIFE	BJORN	SNAKE EYES	SONNY	ANDRE	MACK	MICK	SALOMON	RAGNAR	maverick		
		MO	TATER	SPUD	FINLAY	BOWIE	PUGSLEY	KRYPTON	WARNER	FRASER	BELDING	PUTZIE	quintin	pacer		
		SCREECH	FLINT	KURUPT	ZUKO	ARDMORE	TALISKER	NATE DOGG	ROOIBOS	KENICKIE	VOLKL	HANK	OOLONG	ATOMIC		
Food Sea Can		MAGIC	ROMULUS	CARNAGE		IVAR	BERLAND	SONNY		NEON	RONAN	CARBON				
Rafting Sea Can																
Tool Sea Can																

Legend:

BLUE NAMES: Neutered males

PINK NAMES: Spayed females

lower case names: retired

ORANGE NAMES: Puppies under 1.5 years

Yellow background: Caution moving dogs through their area

Aqua background: Normal for them to not finish their meal

Red boarder around name: Ongoing medication treatments

Aqua boarder: Must be given extra H2O

Green background: Caution moving dogs through their ares & normal for them not to finish meals

Empty Pens:	1
Empty Houses on Girls:	4
Empty Houses on Boys:	6



April 30, 2026
Municipal District of Bighorn #8
#2 Heart Mountain Drive
P.O Box 310
Exshaw, AB
T0L 2C0

Attn: Heather Moore

Dear Heather,

With this letter, Snowy Owl Sled Dog Tours requests renewal of the current document DP 76/18 on the Ptn. NE Section 23, Township 24, Range 10, W5M (Bow Corridor near Burnco Gravel Pit).

All conditions of the DP 76/18 remain the same as documented by the Municipal District of Bighorn #8. In the winter, Snowy Owl Sled Dog Tours employs a staff of 18 to maintain the dogs, kennel, and winter dog sled tours. During the summer months Snowy Owl Sled Dog Tours employs a staff of 8 to maintain the dogs, kennel, and summer dog cart and kennel tours.

Kennel Management is year-round and includes the following:

1. **Veterinary Care:** Daily administration of medications to individual dogs as directed by our veterinarian. These dogs have been diagnosed with hereditary, non-contagious conditions that require daily assessment by our staff. Any dogs showing physical ailments or symptoms of internal ailments are seen by our veterinarian promptly. Each case is addressed by urgency and at the discretion of our veterinarian based on our staff's description of symptoms. Each dog is seen by our veterinarian for their annual vaccines and physical examinations. An in-house de-worming program is in effect and completed every 3 months. Our company uses broad-spectrum de-wormer as well as a topical parasite treatment to ensure our dogs are covered for any known parasites in the area. These treatments are selected at the recommendation of our veterinarian. On-site First Aid dog treatment kits are readily available at our kennel location to ensure that we can treat any medical issues. These kits are overseen by our veterinarian. Our on-site cabin provides a warm, dry, and clean healing/resting area for our dogs when needed.
2. **Feeding:** Our sled dogs are fed 2 times daily in the summer months and 3-4 times daily in the winter months. Daily treats are also provided to our dogs. Our sled dogs are fed a high quality diet consisting of both dry kibble and raw meat. Our dry kibble is delivered approximately every 3 months and stored in a dry, sealed container. All our raw products

tel: [redacted]
email: [redacted] *web:* www.snowyowltours.com
[redacted]

are sourced locally and supplied by a reputable raw food company. These products are prepared for our sled dogs in a clean, human grade facility and packaged in a sanitary method. These products are delivered to our kennel fresh or frozen multiple times a season. All raw foods are stored in our clean, walk-in freezer and are handled carefully by our staff. Proper sanitization of all feed bowls and feeding utensils used with raw feed is done twice daily.

3. **Hydration:** During the summer months our dogs have unlimited access to fresh, clean, potable water which is checked and changed 2-4 times daily depending on the conditions outside. During the winter months we provide access to fresh, clean, potable water until the water begins to freeze overnight. We then switch to a "souping" method, which involves mixing hot water with their dry kibble and canned food. We also add in a supplement powder that replenishes the glycogen in their muscles as well as electrolytes. Our dogs receive a minimum of four, 3 cup servings per day, allowing them to consume 12 cups of water per day.
4. **Housing, shelter, and bedding:** Our insulated dog houses (painted forest green) are specifically made to be comfortable, easy to access, and spacious within reason. Inside the house, the bottom is raised off the ground creating a sleeping area which is not directly sitting on the foundation. Each house has an attached awning to provide the dogs protection from the elements and create shade. The roof of each house is attached with a hinge so that they can be opened for easy access to remove/add/change their bedding. During the summer, our dogs receive a mixture of pine and spruce shavings in their houses and during the winter they receive straw. The houses are designed to be cool in the summer and warm in the winter.
5. **Breeding program and population control:** Most of our sled dogs (approximately 70%) are neutered or spayed. Our breeding program is specific with careful planning and consideration taken before any breeding is done. Each litter of puppies is planned a year in advance to ensure our kennel is never overpopulated in accordance with our permit regulations of no more than 250 dogs that are owned by Snowy Owl Sled Dog Tours. As of the date of this letter, Snowy Owl Sled Dog Tours has 159 dogs and we are expecting two litters of puppies. Our well established, retired sled dog adoption program continues to ensure our retired sled dogs are adopted out before any new puppies are brought into our kennel.
6. **Maintenance and security of kennel grounds:** Daily grooming of our kennel foundation and raking is done to ensure our kennel remains pristine and free from ruts and holes. Regular kennel fencing checks are done to ensure there are no weak areas where dogs could escape from. "Private Property" and "No Trespassing" signage is located all around our kennel facility informing the public to keep out. In the evening, regular kennel visits are done by our staff to ensure that our dogs are quiet and safe. Equipment organization is active to ensure a safe, tidy, and clean environment for all.

tel: [redacted]
email: [redacted] *web:* www.snowyowltours.com

7. **Cleaning:** We collect and dispose of each dog's fecal matter a minimum of six times a day, every day, without exception. We keep our dog's areas 100% clean, as this is crucial in maintaining a healthy kennel. All the straw or wood shavings outside each house is raked up and disposed of daily. In the winter the straw inside each house is checked daily to ensure it is clean and dry. All waste is disposed of by using the two garbage bins supplied by the MD of Bighorn.
8. **Accessory buildings:** Since our last renewal application, we have been able to upgrade our accessory buildings. This has included the addition of a third sea can, and the demolition and replacement of our cabin. Our new building is climate controlled and equipped with a bathroom, washer and dryer, dual commercial-grade sinks, and internet. It serves as an on-site office space, stores our medications, hosts our feeding preparation and washing, and provides a clean and warm space for sick or healing dogs. Our three sea cans store all dry dog food, gear, and equipment, and are outfitted with two drying rooms for damp equipment. Our walk-in freezer is used to store all our fresh and frozen raw food. The water tank remains a separate building as water is delivered to us on a regular basis.

Thank you very much for taking the time to review this application and if you have questions, please do not hesitate to contact me directly.

Sincerely,

[redacted]

Jereme Arsenault
Owner
Snowy Owl Sled Dog Tours
[redacted]
www.snowyowltours.com

tel: [redacted]
email: [redacted] *web:* www.snowyowltours.com
[redacted]

Outlook

Re: Additional Information

From Jereme Arsenault [redacted]
Date Tue 2026-06-16 5:37 AM
To Katy Stewart [redacted]

Hi Katy,

We will continue to keep some parking available at the front of the site. The new 8–10 stalls will be sufficient for our needs, as we primarily require additional space to turn trucks and trailers around during the winter season.

Best regards,

Jereme Arsenault

President

Snowy Owl Sled Dog Tours | White Wolf Rafting

www.snowyowltours.com | www.whitewolfrafting.com

Cell: 1[redacted]

Office: [redacted]

CONFIDENTIALITY: This e-mail message (including attachments, if any) is private and confidential and is intended only for the addressee. Any unauthorized use or disclosure is strictly prohibited unless authorized by the sender. Disclosure of this e-mail to anyone other than the intended addressee does not constitute waiver of privilege.

Thank you for your cooperation.

On Mon, Jun 15, 2026 at 2:13 PM Katy Stewart [redacted] wrote:

> Sorry, the new parking lot, how many stalls do you think will be available here? Would you keep some parking at the front as well? Thanks! Sorry for the multiple emails.
>
> Best,
> **Katy Stewart, Planning & Development Officer**
> **Planning and Development**
> P: 403-673-3611 Ext:253

Katy Stewart, Planning & Development Officer
Planning and Development
[redacted]

From: Jereme Arsenault <[redacted]
Sent: Monday, June 15, 2026 12:39 PM
To: Katy Stewart <[redacted]
Subject: Re: Additional Information

Hi Katy,

Please find the updated veterinarian letter attached.

In response to your questions regarding our operations and the subject site, I can provide the following information:

- Containment: Each dog has an individual house and is secured by an 8’ tether when not participating in tours or our free run program.
- Fencing: Our perimeter consists of a 6’ high wildlife fence that is dug into the ground to prevent dogs from digging out.
- Maintenance: We inspect the fence line and all dog tethers daily.
- Emergency Procedures: In 41 years of operation, we have never had a dog escape our facility. In such an event, we would immediately alert staff and the community via social media to assist in recovery.
- Waste Management: Dog feces are collected and disposed of by Canada Waste Management. I am currently awaiting confirmation on the specific landfill site they utilize.
- Parking: The designated parking lot accommodates approximately 8–10 staff vehicles, depending on their size.

Please let me know if you require any further information.

Best regards,

Jereme Arsenault

President

Snowy Owl Sled Dog Tours | White Wolf Rafting

www.snowyowltours.com | www.whitewolfrafting.com

Cell: 1[redacted]

Office[redacted]

CONFIDENTIALITY: This e-mail message (including attachments, if any) is private and confidential and is intended only for the addressee. Any unauthorized use or disclosure is strictly prohibited unless authorized by the sender. Disclosure of this e-mail to anyone other than the intended addressee does not constitute waiver of privilege.

COCHRANE
Animal Clinic

June 15, 2026

To whom it may concern,

I have been the primary veterinarian for the Snowy Owl Sled Dog Company since September 2020. We have performed multiple site visits and observed that they maintain exemplary standard of animal husbandry and care on-site.

All dogs are examined and vaccinated on an annual basis. They are treated for internal parasites on a quarterly basis. Dogs that require medical attention are seen promptly at the clinic and they follow management recommendations set forth by our team.

The nutrition, breeding and medical programs are well documented and administered by their team.

The Snowy Owl Sled Dog Company is a model for the standard of care that it provides to their working dogs.

Please contact me at the clinic if you have any questions/concerns, 403-932-5875.

Sincerely,

[redacted]

Becky Whittle, DVM License #3000 ABVMA
Veterinarian - Cochrane Animal Clinic

[redacted] Cochrane AB T4C 2C7
Phone: [redacted] FAX: [redacted] Email: [redacted]

ATTACHMENT 3 - DP2026-026








PHOENIX








WHITE WOLF RAFTING
SNOWY OWL TOURS


XLR
4X4



SNOWY OWL
SLED·DOG·TOURS

SNOWY OWL
SLED·DOG·TOURS


SNOWY OWL
SLED·DOG·TOURS


BgSteelBox
ATCO


BigSteelBox
ATCO



Alberta Government

RENEWED DISPOSITION

PROVINCE OF ALBERTA

PUBLIC LANDS ACT

R.S.A. 2000, c.P-40, as amended

DISPOSITION TYPE

MISCELLANEOUS LEASE

DISPOSITION NUMBER

DML 940072

PURPOSE

Commercial Development

ACTIVITY

Commercial Facility

DISPOSITION HOLDER

Snowy Owl Sled Dog Tours

EFFECTIVE DATE	EXPIRY DATE
2019/12/02	**2039/12/01**
PLAN NUMBER	PLAN VERSION DATE
124353 MS	**2009/07/10**

NOW THEREFORE the director under the Public Lands Act has executed this disposition on the date noted above.

Shelly Currie Digitally signed by Shelly Currie Date: 2018.04.19 14:51:55 -06'00'

The director, *Public Lands Act*

004 Notwithstanding any references in this Disposition, the Act, or the Regulation, this Disposition is not intended to be, nor shall it be interpreted as or deemed to be a lease of real property at common law.

Term

005 The term of this Disposition means the period of time commencing on the Effective Date and ending on the Expiry Date, unless otherwise changed in accordance with this Disposition (the "Term").

Disposition Fees and Other Financial Obligations

006 The Disposition Holder shall pay all fees, rents, charges, security and other amounts payable in accordance with Act and Regulations.

007 The Disposition Holder shall be responsible for the payment of, and shall pay promptly and regularly as they become due and payable, any tax, rate or assessment that is duly assessed and charged against the Disposition Holder, including but not limited to property taxes and local improvement charges with respect to the municipality in which the Lands are located.

Notwithstanding that this Disposition has expired, the Disposition Holder remains liable for the amount of the property taxes and local improvement charges.

Notwithstanding that this Disposition has been cancelled, the Disposition Holder remains liable for the amount of the property taxes and local improvement charges, as calculated on a pro-rated basis from January 1st of the last year of the Term to the date of cancellation of the Disposition.

008 The Disposition Holder shall be responsible for the payment of all costs to the appropriate service provider or to the Regulatory body charges with respect to the supply and consumption of any utility services and the disposal of garbage.

Compliance

009 The Disposition Holder shall enter on and occupy the Lands only for the Activity authorized under this Disposition.

010 The Disposition Holder shall obtain federal, provincial, municipal, and other permits and approvals, as applicable, with respect to activities that may take place on the Lands.

Condition of the Lands

011 The Disposition Holder accepts the Lands on an "as is" basis.

Default and Termination

017 The regulatory body may cancel this Disposition immediately if:

a) a creditor lawfully seizes any of the Disposition Holder's property on the Land;

b) the Disposition Holder is adjudged bankrupt or makes a general assignment for the benefit of creditors;

c) a receiver of any type is appointed for the Disposition Holder's affairs;

d) in the regulatory body's opinion, the Disposition Holder is insolvent;

018 The Regulatory body may, upon written notice to the Disposition Holder of not less than 60 days, cancel this Disposition or withdraw any part of the Lands from this Disposition as the Province considers necessary to construct banks, drains, dams, ditches, canals, turnouts, weirs, spillways, roads or other structures necessary or incidental to those works.

Reclamation

019 On or before the expiry or termination of this disposition, the Regulatory body, in its sole discretion, may order the Disposition Holder to:

a) Remove all equipment, personal property, fixtures, structures, buildings or improvements of any sort that the Disposition Holder constructed, erected, placed, or brought onto the Lands or that the Disposition Holder caused or allowed to be constructed, placed, or brought onto the Lands (the "Holder's Items"), failing which the Holder's Items shall become the property of the Province;

b) Vacate the Lands and any of the Holder's Items not removed free from any encumbrance;

c) Reclaim the Lands to an equivalent land capability, as defined in the Regulation; and

d) Vacate the Lands

Indemnification and Limitation of Liability

020 The Disposition Holder shall indemnify and hold harmless the Province and/or the regulatory body, its employees, and agents against and from all actions, claims, demands, or costs (including legal costs on a solicitor-client basis) to the extent arising from:

a) the Disposition Holder's breach of this Disposition, or

b) any actions or omissions, negligence, other tortious act, or wilful misconduct of the Disposition Holder, or of those for whom the Disposition Holder is legally responsible, in relation to the exercise of the rights, powers, privileges or duties under this Disposition.

023 The Disposition Holder shall, on request of the regulatory body, provide the regulatory body with acceptable evidence of insurance, in the form of a detailed certificate of insurance, prior to using or occupying the Lands and at any other time upon request of the Province. On request the Disposition Holder shall promptly provide the regulatory body with a certified true copy of each policy.

024 Any insurance called for under this Disposition shall be endorsed to provide the Regulatory body with at least 30 days advance written notice of cancellation or material change.

Notices

025 The Disposition Holder shall maintain current contact information with the Regulatory body.

Interpretation

026 The headings used throughout this Disposition are inserted for convenience of reference only and do not form part of the Disposition.

027 A reference to any federal or provincial law or regulation or to any municipal bylaw shall be deemed to be a reference to the law, regulation or bylaw as may be amended, revised, repealed and replaced, or substituted from time to time.

General

028 For greater certainty, the Disposition Holder shall comply with the terms of the attached indices, supplements, addendums and schedules, including:

a) Administrative Conditions
b) Appendix A - Legal Land Description
c) Schedule A - Operating Conditions
d) Schedule B - Land Standing Report
e) Plan
f) Or otherwise identified by the regulatory body.

029 Should any term of the disposition be invalid or not enforceable, it shall be severed from the Disposition and the remaining terms of the disposition shall remain in full force and effect.

030 The Disposition Holder shall:

a) generate and receive an Entry Confirmation Number through the Electronic Disposition System (EDS) within 72 hours of commencing the activity; and

Appendix A
Legal Description
for
DML 940072

EP Plan No: 5408 GEN, 124353 MS
LTO Plan No:
Purpose: Commercial Development - Commercial Facility
DOG LOTS, KEN TOURS,ACCES

Affected Lands (Meridian-Range-Township-Section-1/4Section-Legal Subdivision-Quadrant-Quarter-Quadrant)

LAND	HECTARES	ACRES	DETAILS
W5-10-024-23-NE	1.310	3.24	

AREA SUMMARY

The total lands herein described contain 1.310 HA (3.24 ACRES) more or less.

SUBJECT TO

The authorizations and dispositions listed on the attached "Schedule B", if any, have been issued on the quarter sections of land on which your disposition has been issued and may be prior and subsisting authorizations and dispositions to your disposition and may relate to and affect your disposition and the land on which your disposition has been issued.

Supplementary Information

(LTO) - Land Titles Office
(AE) - Alberta Environment/Land Administration Division
(ATS) - Alberta Township System
(HA) - Hectares
1 Hectare = 2.471054 Acres

2018/04/10 9:12:15 AM
Submitted by: APARTRID

Schedule "A"

1. 9025 The annual rental is payable yearly in advance. Unless this disposition is amended, the rate will remain in effect for a period of 5 years after which the Department may change it for each 5-year period, according to the rate established by the Department for the purpose for which this disposition is granted.

2. 1024 The disposition holder shall maintain all activities for proper drainage of surface water.

3. 1031 The disposition holder shall utilize impermeable tanks to collect all liquid effluents and dispose of at an authorized waste disposal facility.

4. 1032 In addition to complying with Federal, provincial and local laws and regulations respecting the environment, including release of substances, the disposition holder shall, to the regulatory body's satisfaction, take necessary precautions to prevent contamination of land, water bodies and the air with particulate and gaseous matter, which, in the opinion of the regulatory body in its sole discretion, is or may be harmful.

5. 1033 The disposition holder shall remove all garbage and waste material from this site to the satisfaction of the regulatory body, in its sole discretion.

6. 1034 The disposition holder shall ensure any garbage remaining on site overnight is placed in secure bear-resistant containers. The disposition holder shall ensure that these containers are emptied on a regular basis to avoid excess garbage being present on the land or when the disposition holder will be off the land for more than two days.

7. 1042 Mobile RV units must remain on wheels and remain insured and ready for legal transport, meeting all requirements of the *Traffic Safety Act*.

8. 1106 The disposition holder shall salvage all merchantable timber and haul to the location of end use unless a request for waiver is approved under the *Forests Act*.

9. 1107 The disposition holder shall salvage timber according to the utilization standards for the overlapping timber disposition(s) (i.e., FMA, CTL, DTL) or, where no overlapping timber disposition exists, as per the approved forest management plan.

10. 1108 The disposition holder must slash, limb and buck flat to the ground all woody debris and leaning trees created by the activity. The length of slashed woody debris shall not exceed 2.4 metres.

11. 1111 The disposition holder shall obtain the appropriate timber authority from the department for the removal of timber from this disposition.

12. 1113 Unless otherwise approved by an officer of the regulatory body, the disposition holder shall not cut or clear the vegetative cover (trees, shrubs, grasses, etc.) on the land.

24. 1215 The disposition holder shall submit to the regulatory body a Development and Reclamation plan within 12 months and receive approval for this plan prior to any development taking place pursuant to this authority.

All licences, authorizations and approvals issued under the *Alberta Environmental Protection and Enhancement Act*, *Water Act* or *Public Lands Act* should not be taken to mean the proponent (applicant) has complied with federal legislation. Proponents should contact Habitat Management, Fisheries and Oceans in relation to the application of federal laws relating to the *Fisheries Act (Canada)*.

Fisheries Protection Program, Fisheries and Oceans Canada
867 Lakeshore Road, Burlington, Ontario, L7R 4A6
Telephone: 1-855-852-8320
Email: fisheriesprotection@dfo-mpo.gc.ca
Web address: www.dfo-mpo.gc.ca

Proponents should also contact the Navigation Protection Program, Canadian Coast Guard, 4253-97 Street, Edmonton, Alberta, T6E 5Y7, phone: (780) 495-4220, relating to the *Navigation Protection Act*.

/ap

FISH & WILDLIFE ADMIN REGION	EASTERN SLOPES REGION	KANANASKIS	Code: FWA-3-01
W5-10-024			
FISH AND WILDLIFE DISTRICT	EASTERN SLOPES REGION	CANMORE	Code: FWD-3-02
W5-10-024			
GENERAL LANDS CLASSIFICATION	WHITE		Code: GLC-W
W5-10-024-23			
GRAZING ZONE	A2		Code: GRZ-A2
W5-10-024			
INTEGRATED RESOURCE PLAN	BOW CORRIDOR		Code: IRP-B6
W5-10-024-23			
LAND USE AREA	SOUTHWEST 1	CALGARY	Code: LUA-SW1-1
W5-10-024			
MUNICIPAL DISTRICT	BIGHORN NO. 8		Code: MD-008
W5-10-024-23			
OPERATIONAL APPROVAL DISTRICTS	South Saskatchewan Region	South Saskatchewan District	Code: OPD-5-1
W5-10-024			
PROVINCIAL PARK REGION	KANANASKIS COUNTRY		Code: PPR-KC
W5-10-024			
PROVINCIAL PARK	BOW VALLEY		Code: PRP-B3
W5-10-024-23-NE	PORTION WHICH LIES GENERALLY TO THE S/ THE SOUTHERLY LIMIT/ HIGHWAY NO. 1A & TO THE N/ THE NORTHERLY LIMIT/ THE CANADIAN PACIFIC RY		
PROVINCIAL PARK	BOW VALLEY WILDLAND		Code: PRP-B7
W5-10-024-23-NE	SW/RY		
RANGELAND DISTRICT	SOUTHWEST	CALGARY	Code: RLD-SW-7
W5-10-024-23			
REGIONAL PLANNING COMMISSIONS	CALGARY		Code: RPC-04
W5-10-024-23			

End of Geo Administrative Areas

Activities and Titles

Land Activity	Status/Type	Date	Expiry	Metes and Bounds Remarks / Client	Total Area Acres	Total Area Hectares
DMS 5970	Letter of Authority for Amendment	1996/08/15	2018/06/04		739.83	299.400

GRAYMONT WESTERN CANADA INC.
INCLUDES ROAD ALLOWANCE/S: REFER TO FILE
INCLUDES ROAD ALLOWANCE/S: REFER TO FILE
Converted from MSL 5970

ACTIVITY DETAIL INFORMATION

OPTION TO PURCHASE (Y/N): N WITHIN 100M OF WATERBODY (Y/N): Y PURPOSE: Quarry
DIMENSION: IRREGULAR CLIENT FILE NO:

PLAN NO	LTO PLAN NO	ITEM	VERSION DATE(S)
40852 MS			1996/11/12

(0.00) (0.000)

NORTHEAST OF A LINE DRAWN FROM THE SE TO NW CORNER OF SE LSD 16
EXCEPTING THEREOUT MLL 840079.

W5-10-024-23-NE

CNT090029	Active/Disposed	2009/03/10	2034/03/31		48,476.45	19,617.720

CALGARY OFFICE - FORESTRY AND EMERGENCY RESPONSE DIVISON OF ENVIRONMENT AND SUSTAINABLE RESOURCE DEVELOPM
0510 : BUFFER
1 : NO RESTRICTON
710 : SEE COMMENTS

Activities and Titles

Land Activity	Status/Type	Date	Expiry	Metes and Bounds Remarks / Client	Total Area Acres	Total Area Hectares
CNT710004	Active/Disposed	1971/10/19	2016/10/31		0.00	0.000

CALGARY OFFICE- LAND USE AREA - LANDS DIVISION DEPT. OF SUSTAINABLE RESOURCE DEV
0580 : OTHER MISCELLANEOUS SITE PROTEC. AREA
1 : NO RESTRICTON
710 : SEE COMMENTS

CAPPED WATER WELL REPORTS ON THE WATERWELL ARE LOCATED ON FILE 122773 GEN. THE CAPPED WATERWELL IS LOCATED NORTH OF HIGHWAY 1A AND WITHIN 100' - 150' FROM HIGHWAY RIGHT OF WAY.

ACTIVITY DETAIL INFORMATION

NO PLANS

(0.00) (0.000)

N/RD

CRP 000272	Active/Disposed	1997/03/14	2020/11/26		0.00	0.000

BURNCO ROCK PRODUCTS LTD.

ACTIVITY DETAIL INFORMATION

OPTION TO PURCHASE (Y/N): WITHIN 100M OF WATERBODY (Y/N): Y PURPOSE: SAND AND GRAVEL
DIMENSION: CLIENT FILE NO:

NO PLANS

(41.54) (16.810)

EXCLUDING ROAD 8211278

Activities and Titles

Land Activity	Status/Type	Date	Expiry	Metes and Bounds Remarks / Client	Total Area Acres	Total Area Hectares
DML 940072	Active/Disposed	1994/12/02	2039/12/01		3.24	1.310

SNOWY OWL SLED DOG TOURS INC.
Converted from MLL 940072

ACTIVITY DETAIL INFORMATION

OPTION TO PURCHASE (Y/N): WITHIN 100M OF WATERBODY (Y/N): N PURPOSE: Commercial Development - Commercial Facility
DIMENSION: IRREGULAR CLIENT FILE NO:

PLAN NO	LTO PLAN NO	ITEM	VERSION DATE(S)
5408 GEN			2058/11/17
124353 MS			2009/07/10

(3.24) (1.310)

EZE 810114	Letter of Authority for Amendment	1995/05/08	2999/12/31		112.58	45.561

ALTALINK MANAGEMENT LTD.

ACTIVITY DETAIL INFORMATION

OPTION TO PURCHASE (Y/N): N WITHIN 100M OF WATERBODY (Y/N): N PURPOSE: POWERLINE
DIMENSION: 66 FEET & 100 FEET CLIENT FILE NO:11500-31246

PLAN NO	LTO PLAN NO	ITEM	VERSION DATE(S)
36 T	RW435		1858/11/17

(1.96) (0.794)

SAVING AND EXCEPTING ALL THAT PORTION WHICH IS ABANDONED AND IS DESCRIBED AS BEING: ALL THAT PORTION OF 435 RW (36 T) IN THE SOUTH EAST QUARTER OF SECTION 23 WHICH LIES TO THE SOUTH AND THE EAST OF THE PORDUCTION NORTHWESTERLY OF THE NORTH EAST BOUNDARY OF 9312319 (6371 T).

Activities and Titles

Land Activity	Status/Type	Date	Expiry	Metes and Bounds Remarks Client	Total Area Acres	Hectares
PEZ 050008	Active/Disposed	2005/10/06	2030/10/06		0.04	0.018

FORTISALBERTA INC.

A 42.7 METRE LONG (BURIED) UNDERGROUND 14.4 KV POWERLINE ACROSS THE OLD CAMP RECREATION DAY-USE SITE EAST ACCESS ROAD. THE INITIAL PROPOSEL,A BORE ATTEMPT FAILED. A SUBSEQ UENT RE-BORING RESULTED IN ONLY A MINOR CHANGE AND WAS APPRO VED THROUGH A TFA; BUT IT ALSO FAILED. FINALLY, A TRENCH OP TION TO BE LOCATED IN THE VICINITY OF THE PREVIOUS TWO ALIGN MENTS WASPROPOSED; HOWEVER HROA PREPARED FOR THE HERITAGE RE SOURCE MANAGEMENT BRANCH RESULTED IN A RECOMMENDATION TO LOC ATE THE LINE 10 METRES FURTHER EAST TO AVOID SOME FEATURES O F INTEREST. THE FINAL TRENCH THEN WAS REDUCED TO 36.3 METRE S.

A 42.7 METRE LONG (BURIED) UNDERGROUND 14.4 KV POWERLINE ACROSS THE OLD CAMP RECREATION DAY-USE SITE EAST ACCESS ROAD. THE INITIAL PROPOSEL,A BORE ATTEMPT FAILED. A SUBSEQ UENT RE-BORING RESULTED IN ONLY A MINOR CHANGE AND WAS APPRO VED THROUGH A TFA; BUT IT ALSO FAILED. FINALLY, A TRENCH OP TION TO BE LOCATED IN THE VICINITY OF THE PREVIOUS TWO ALIGN MENTS WASPROPOSED; HOWEVER HROA PREPARED FOR THE HERITAGE RE SOURCE MANAGEMENT BRANCH RESULTED IN A RECOMMENDATION TO LOC ATE THE LINE 10 METRES FURTHER EAST TO AVOID SOME FEATURES O F INTEREST. THE FINAL TRENCH THEN WAS REDUCED TO 36.3 METRE S.

ACTIVITY DETAIL INFORMATION

OPTION TO PURCHASE (Y/N): WITHIN 100M OF WATERBODY (Y/N): Y PURPOSE:
DIMENSION: CLIENT FILE NO:

NO PLANS

(0.04) (0.018)

Activities and Titles

Land Activity	Status/Type	Date	Expiry	Metes and Bounds Remarks / Client	Total Area Acres	Total Area Hectares
PSA 900002	Active/Disposed	1989/11/16	2999/12/31		0.00	0.000
				CANMORE, TOWN OF		
				BURNCO ROCK PRODUCTS LTD.		
				WASTE OPERATIONS AGREEMENT		
				WASTE OPERATIONS AGREEMENT		

ACTIVITY DETAIL INFORMATION

OPTION TO PURCHASE (Y/N): WITHIN 100M OF WATERBODY (Y/N): PURPOSE:
DIMENSION: CLIENT FILE NO:

NO PLANS

					(0.00)	(0.000)
RRD 1737EZ	Active/Disposed	1937/10/22	2999/12/31		64.27	26.009
				TRANSPORTATION		

ACTIVITY DETAIL INFORMATION

OPTION TO PURCHASE (Y/N): WITHIN 100M OF WATERBODY (Y/N): PURPOSE:
DIMENSION: CLIENT FILE NO:

PLAN NO	LTO PLAN NO	ITEM	VERSION DATE(S)
1041 RD	1737		1858/11/17

					(8.68)	(3.513)
RRD8211278	Active/Disposed	1987/10/20	2999/12/31		33.54	13.573
				TRANSPORTATION		

ACTIVITY DETAIL INFORMATION

OPTION TO PURCHASE (Y/N): WITHIN 100M OF WATERBODY (Y/N): PURPOSE:
DIMENSION: CLIENT FILE NO:

PLAN NO	LTO PLAN NO	ITEM	VERSION DATE(S)
6762 RD			1900/01/01

					(2.79)	(1.129)

DISCLAIMER

THIS STANDING REPORT IS PROVIDED SUBJECT TO THE CONDITION THAT HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF ALBERTA AND HER EMPLOYEES:

(1) HEREBY DISCLAIM AND ARE RELEASED FROM ANY AND ALL RESPONSIBILITY FOR THE INFORMATION IN, AND ANY OMISSION OF THE INFORMATION FROM, THIS REPORT;
(2) SHALL NOT BEAR ANY RESPONSIBILITY FOR ANY LOSS OR DAMAGE OF ANY KIND ARISING FROM OR IN RESPECT OF ANY ABSENCE OF INFORMATION OR ANY ERRORS OR OMISSIONS (WHETHER THE AFORESAID OCCASIONED BY NEGLIGENCE OR OTHERWISE) IN OR AFFECTING THIS REPORT OR THE INFORMATION THEREIN.

THIS REPORT DOES NOT SHOW CAVEATS, BUILDERS' LIENS, OR OTHER INSTRUMENTS, IF ANY, REGISTERED AT LAND TITLES OFFICE IN RESPECT OF ANY LANDS OR INTERESTS THEREIN. PERSONS ARE ADVISED TO ALSO EXAMINE RECORDS AT LAND TITLES OFFICE TO ASCERTAIN WHETHER OTHER INSTRUMENTS THAT MAY CONCERN THE LANDS OR INTERESTS THEREIN HAVE BEEN REGISTERED.

*** END OF REPORT ***

Municipal District of Bighorn No. 8

No.2 Heart Mountain Drive, P.O. Box 310, Exshaw, Alberta T0L 2C0
Phone: (403) 673-3611 • Calgary Direct: (403) 233-7678
Fax: (403) 673-3895 • Email: bighorn@mdbighorn.ca
Website: www.mdbighorn.ca

DEVELOPMENT PERMIT NO. 21/21

Development Application of Snowy Owl Sled Dog Tours Inc. (c/o Jereme Arsenault) for the Renewal of a Commercial Kennel (for sled dogs) with Associated Accessory Structure and Kennel Tours at location legally described as Ptn. NE Sec. 23, Twp. 24, Rge. 10, W5M, (DML 940072), located near the 1A Highway, East of Canmore, has been **APPROVED** subject to the following conditions, and with the understanding the kennel will be operated as outlined in the said application,

1. Approval is granted for a Commercial Sled Dog Kennel with associated accessory structures to support the commercial kennel as per the attached **"Schedule A"**. No further development, structures or changes in use are allowed unless those uses or structures have been previously approved by the MD of Bighorn.
2. Maximum number of dogs kept at the kennel site shall be two hundred & fifty (250) and all dogs shall belong to the applicants. The total number of dogs excludes puppies less than Six (6) months of age.
3. The applicants shall comply with the M.D. of Bighorn Land Use Bylaw, in particular Section 4.15, at all times it is operating a commercial kennel at the subject site.
4. This permit requires mitigation of any complaints that may be received regarding the sled dog kennel site, and this permit is subject to revocation or cancellation should complaints not be satisfactorily resolved to the satisfaction of the M.D. of Bighorn.
5. All dog excrement shall be removed from the kennel area at least on a daily basis and disposed of in a manner deemed appropriate by the Alberta Health Services.
6. There shall be no on-site commercial operation, such as dog sales or shows, that would bring persons not normally and directly associated with the applicant to the site, except that sled dog tour customers or special kennel tour participants may visit the site if carefully supervised by the applicant's employees or an authorized person. Additionally, all tour visitors shall travel to and from the kennel site in either tour vehicles or vehicles belonging to the applicant, and in no case shall participants in the kennel tours arrive in their own vehicles. This kennel tour portion of the approval may be revoked at the MD's discretion.
7. The applicant shall maintain posted signs around the site that warn of the sled dog holding operation.
8. There shall be no residential occupancy within any structure located within the subject lease site by any person, employee, or group.
9. All dogs shall be chained, leashed or otherwise securely restrained at all times they are on the subject site or nearby lands (which are known as critical to wildlife) and this Development Permit is subject to cancellation if the applicant's dogs are found to be frequently at large or to be harassing indigenous animals.
10. The applicant shall be responsible for obtaining or maintaining any necessary approvals from Burnco Rock Products Ltd. for use of the adjacent License of Occupation for access to the lease area, until such time as an alternate private access is approved by the Province.

11. The Development Permit shall have effect only so long as the applicants maintain a legal lease agreement with the property owner (the Province), and shall not be considered to be vested in the land.
12. The applicant shall indemnify and save harmless the Municipal District of Bighorn No. 8 in the event of damages or other actions which may be caused by or to the dogs belonging to the applicants.
13. Any changes or additional structures to be added shall require a separate development permit application to be approved by the MD of Bighorn prior to adding any additional structures or uses to the site.
14. The applicant shall enter into a Development Agreement with the Municipal District of Bighorn to include, but not be limited to, provisions for the following:
    a) the need to renew this permit to extend it beyond June 1, 2026 with the decision of whether or not to renew the permit to be based in part on information that may be available from Alberta Environment, Fish & Wildlife Division, regarding the effects of this kenneling operation on adjacent wildlife habitat and whether there have been reports of dogs escaping and chasing wildlife; and,
    b) to ensure the conditions of this development approval are adhered to.
15. This Permit is subject to consideration for renewal but shall otherwise expire on **June 1, 2026.**

Date of MPC or D.O. Decision:	April 21, 2021
Date Decision Advertised:	April 29, 2021
Date Permit Comes into Effect:	May 21, 2021

You are hereby authorized to proceed with the development specified, provided that all stated conditions have or will be complied with.

This Permit shall be null and void if development has not commenced with reasonable diligence within 12 months of the date the permit comes into effect. The development must be completed within 24 months of the date the permit comes into effect, unless an extension to this period has been granted by the Development Authority.

[redacted]

_____

JANICE THOMPSON, DEVELOPMENT OFFICER
MUNICIPAL DISTRICT OF BIGHORN NO. 8

THIS PERMIT DOES NOT EXCUSE VIOLATION OF ANY REGULATION OR ACT WHICH MAY AFFECT THIS PROJECT, NOR DOES IT EXCUSE THE PERMIT HOLDER FROM OBTAINING PERMITS OR LICENCES WHICH MAY BE REQUIRED BY PROVINCIAL AGENCIES OR OTHER AUTHORITIES; IN PARTICULAR, PERMITS FOR BUILDING, ELECTRICAL, PLUMBING OR GAS.

cc: Land File
Assessment File
AEP, Brian Allen

MUNICIPAL DISTRICT OF BIGHORN NO. 8

THIS AGREEMENT made this 17 day of June, 2021.

BETWEEN:

SNOWY OWL SLED DOG TOURS INC., a duly registered Alberta company based in the Town of Canmore in the Province of Alberta
(hereinafter referred to as the "Developer")
OF THE FIRST PART

- and -

THE MUNICIPAL DISTRICT OF BIGHORN NO. 8, a Municipal Corporation under the laws of the Province of Alberta
(hereinafter referred to as "Bighorn")
OF THE SECOND PART

WHEREAS Snowy Owl Sled Dog Tours Inc., the Developer, is a lessee of Crown land granted under Miscellaneous Lease No. 940072, being an area of approximately 3.24 acres (1.31 ha) within a Ptn. of Sec. 23, Twp. 24, Rge. 10, W5M (hereinafter referred to as the "Subject Property"); and

WHEREAS the Developer has constructed a kennel for the sled dog business it operates on the Subject Property; and

WHEREAS under the conditions of issuance of Development Permit No. 21/21 by Bighorn which became effective on May 21, 2021, for use of the Subject Property for a kennelling area, the Developer was required to enter into an agreement with Bighorn with respect to matters herein contained; and

WHEREAS the Municipal Government Act, c. M-26, R.S.A. 2000, as amended, allows a municipal council to require an applicant to enter into an agreement as a condition of development approval;

NOW THEREFORE, in consideration of all of the mutual covenants and considerations contained herein, the Developer and Bighorn agree as follows:

1. ARTICLE 1 - DEFINITIONS

1.1 For definition of words used in this Agreement, reference shall be made to Bighorn's Land Use Bylaw, and for words which are not defined therein, reference shall be made to the Concise Oxford Dictionary.

2. ARTICLE II - DEVELOPMENT

2.1 The Developer agrees to abide by the conditions of Bighorn's development approval as set out in Development Permit No. 2121 attached hereto as Schedule "A".

2.2 The Developer shall secure its dogs according to the specifications submitted with the Development Permit application and in accordance with Schedule "A" attached hereto.

2.3 The area, or areas, within which the dogs are kennelled (including the added lands back in 2004) shall be fenced by the Developer according to the Development Permit requirement so that the dogs are contained within the Subject Property in the event that any other devices used to secure the dogs break or otherwise fail, and said fence or fences shall be installed and maintained to the satisfaction of Bighorn's Development Officer. Prior to any additional dogs being brought to the lands (beyond that number approved for in Development Permit No. 21/21) must first be approved by the M.D. of Bighorn prior to any new dogs being brought to the site.

2.4 The Developer shall maintain and operate its kennelling area in a manner acceptable to the Alberta Society for the Prevention of Cruelty to Animals (S.P.C.A.).

2.5 The Developer shall renew the Development Permit prior to **June 1, 2026** if it wishes to continue to kennel dogs on the site after that date, and such renewal application shall take the form of completion of a standard Bighorn Development Permit application accompanied by the standard fee

which must be received no earlier than February 1, 2026 and no later than May 1, 2026.

2.6 In considering the aforementioned Development Permit renewal application, Bighorn's Development Authority shall take into account any information that may be available from Alberta Sustainable Resource Development or any other applicable Provincial regulatory authority regarding the effects of the kennelling operation on adjacent Bighorn Sheep habitat and, prior to said Municipal Planning Commission consideration, Bighorn staff should consult with Alberta Sustainable Resource Development staff, or other Provincial Government staff as applicable, to determine if any effects are evident.

2.7 The Development Permit shall only be in force while Snowy Owl Sled Dog Tours Inc. maintains a lease for the Subject Property with the Government of the Province of Alberta, and a copy of said lease or a letter from the Government authorizing use of the land shall be submitted to Bighorn by the Developer.

3. ARTICLE III - CESSATION OF APPROVAL AND REMOVAL FROM SUBJECT PROPERTY

3.1 Upon failure of the Developer to perform its obligations or otherwise meet the conditions of Development Permit No. 21/21 or this Agreement, including but not limited to Clause 2.7 above, Bighorn shall notify the Developer in writing and provide a maximum fifteen (15) day period for correction of the situation.

3.2 If the Developer fails to perform its obligations or otherwise meet its approval conditions after written notification, it shall remove all dogs from the Subject Property immediately following the aforementioned fifteen (15) day period, and all associated equipment and chattels shall be removed within an additional seven (7) day period.

3.3 If the Developer fails to remove all dogs and equipment from the Subject Property within the time specified in Clause 3.2, Bighorn shall have the right to remove the dogs or equipment as it sees fit.

3.4 Where Bighorn finds it necessary to remove the dogs or other chattels from the Subject Property, all costs associated with said removal or the subsequent feeding, kennelling and maintenance of the health of the dogs or storage of the chattels shall be reimbursed by the Developer to Bighorn.

3.5 If there is any injury, sickness or death of a dog or dogs removed from the Subject Property by Bighorn, or damage to any chattels that are removed, the Developers agree to indemnify and save harmless Bighorn, its employees, agents and contractors.

3.6 In the event that dogs or chattels are removed from the Subject Property by Bighorn as provided for under Clause 3.3, the Developer shall have seven (7) days to reimburse Bighorn for its expenses and recover the dogs and chattels, otherwise the Developer agrees that Bighorn shall have the right to dispose of the dogs and chattels as it sees fit, including but not limited to sale of these items in order to recover Bighorn's expenses associated with said removal, feeding, kennelling or health maintenance of the dogs, or removal and storage of chattels.

3.7 If Bighorn has not recovered its costs after disposal of the dogs or chattels as provided for under Clause 3.6, the Developer agrees to pay the outstanding amount to Bighorn.

3.8 The Developer hereby consents to Bighorn's employees, agents or contractors entering upon the Subject Property in order to undertake an inspection or an action consistent with this Agreement and, in particular, Article III, and Bighorn agrees to make a reasonable effort to provide the Developer with 24 hours prior notice, in person or by telephone, of any such inspection or action.

4. ARTICLE IV - DELAYS

4.1 If either party is prevented from carrying out any of its obligations or is delayed in the performance of such obligations by reason of strikes, lockouts, government restrictions, acts of God, unavailability of materials or labour, or similar causes, all beyond the control of the party in question, and such delays render uncertain or unlikely that such party can perform its obligations prior to the stipulated dates, then the time for carrying out or performing any obligation on the part of such party may be extended by Bighorn's Development Officer by agreement in writing, and the period of such extension shall be a reasonable time which shall not be greater than the length of such delay.

5. ARTICLE V - NOTICE

5.1 Except as allowed in Clause 3.8 above, any notice, communication or request to be given to either party shall be in writing by registered mail, postage prepaid, or by personal delivery addressed to such party at the following address:

As to the Developer:

Snowy Owl Sled Dog Tours Inc.
#109, 829 – 10th Street
Canmore, AB T1W 0C3

Or as otherwise indicated on the MD of Bighorn's tax roll record

As to Bighorn:

Municipal District of Bighorn No. 8
No. 2 Heart Mountain Drive
Box 310
Exshaw, Alberta
TOL 2C0

or at such address as either party may from time to time advise the other in writing. Any such notice, communication or request, whenever mailed, shall be deemed to have been received on the fourth (4th) business day next following the date it is so mailed; provided that if normal mail is

interrupted by labour disputes or difficulties, or technical difficulties, or for any other reason, then any of the said services which have been so interrupted shall not be utilized and the notice, communication or request shall be personally delivered to ensure prompt receipt.

6. ARTICLE VI - WAIVER

6.1 Either party may waive any breach by the other of any provision or provisions contained in this agreement or any default by the other in observance or performance of any covenant or condition required to be observed or performed by the other under the terms of this agreement, provided that no such waiver shall be binding upon such party unless given in writing, nor shall any waiver extend or be taken to affect any subsequent breach or default or to affect the right of the waiving party.

7. ARTICLE VII - GENERAL

7.1 The headings of this Agreement form no part of the Agreement and shall be deemed to have been inserted for convenience only.

7.2 Snowy Owl Sled Dog Tours Inc., as lessee of the Subject Property, agrees to be bound by this agreement as required to give effect to this agreement and to provide evidence to Bighorn of such assignment and acceptance of same by the Government of the Province of Alberta.

7.3 This Agreement shall be binding upon and enure to the benefit of the respective parties and their successors, successors-in-title and assigns.

7.4 This Agreement is ancillary and collateral to Development Permit No. 21/21, and if there is disagreement between this Agreement and the Development Permit then the terms of the Development Permit shall govern and be binding upon Bighorn and the Developer.

7.5 If any provision in this agreement is found to be unenforceable then, notwithstanding this, the remaining terms of this Agreement shall remain in full force and effect.

7.6 This agreement may be extended or amended by the written agreement of both parties.

IN WITNESS WHEREOF the parties hereto have set their hands and seals the date herein before written.

SNOWY OWL SLED DOG TOURS INC.

[redacted]

PER: JEREME ARSENAULT, DIRECTOR

[redacted]

WITNESS AS TO SIGNUATURE OF JEREME ARSENAULT

M.D. OF BIGHORN NO. 8

[redacted]

REEVE

[redacted]

EXECUTIVE ASSISTANT

Affidavit Verifying Corporate Signing Authority
Form 31.1
Land Titles Act
Section 161

I, _____

of the _____ of _____ in the Province of Alberta,

MAKE OATH AND SAY:

1. I am the Director of Snowy Owl Sled Dog Tours Inc., as named in the within or annexed instrument.

2. I am authorized by the Corporation to execute this instrument without affixing a corporate seal.

SWORN/AFFIRMED before me
At the _____ of _____
In the Province of Alberta, this _____
Day of _____, 2021.

_____
JEREME ARSENAULT

_____

_____
A Commissioner for Oaths in and for
The Province of Alberta

SCHEDULE "A"

AS REFERRED TO IN THE

AGREEMENT BETWEEN

THE MD OF BIGHORN NO. 8

AND

SNOWY OWL SLED DOG TOURS INC.

Municipal District of Bighorn No. 8

No.2 Heart Mountain Drive, P.O. Box 310, Exshaw, Alberta T0L 2C0
Phone: (403) 673-3611 • Calgary Direct: (403) 233-7678
Fax: (403) 673-3895 • Email: bighorn@mdbighorn.ca
Website: www.mdbighorn.ca

DEVELOPMENT PERMIT NO. 21/21

Development Application of Snowy Owl Sled Dog Tours Inc. (c/o Jereme Arsenault) for the Renewal of a Commercial Kennel (for sled dogs) with Associated Accessory Structure and Kennel Tours at location legally described as Ptn. NE Sec. 23, Twp. 24, Rge. 10, W5M, (DML 940072), located near the 1A Highway, East of Canmore, has been **APPROVED** subject to the following conditions, and with the understanding the kennel will be operated as outlined in the said application,

1. Approval is granted for a Commercial Sled Dog Kennel with associated accessory structures to support the commercial kennel as per the attached **"Schedule A"**. No further development, structures or changes in use are allowed unless those uses or structures have been previously approved by the MD of Bighorn.
2. Maximum number of dogs kept at the kennel site shall be two hundred & fifty (250) and all dogs shall belong to the applicants. The total number of dogs excludes puppies less than Six (6) months of age.
3. The applicants shall comply with the M.D. of Bighorn Land Use Bylaw, in particular Section 4.15, at all times it is operating a commercial kennel at the subject site.
4. This permit requires mitigation of any complaints that may be received regarding the sled dog kennel site, and this permit is subject to revocation or cancellation should complaints not be satisfactorily resolved to the satisfaction of the M.D. of Bighorn.
5. All dog excrement shall be removed from the kennel area at least on a daily basis and disposed of in a manner deemed appropriate by the Alberta Health Services.
6. There shall be no on-site commercial operation, such as dog sales or shows, that would bring persons not normally and directly associated with the applicant to the site, except that sled dog tour customers or special kennel tour participants may visit the site if carefully supervised by the applicant's employees or an authorized person. Additionally, all tour visitors shall travel to and from the kennel site in either tour vehicles or vehicles belonging to the applicant, and in no case shall participants in the kennel tours arrive in their own vehicles. This kennel tour portion of the approval may be revoked at the MD's discretion.
7. The applicant shall maintain posted signs around the site that warn of the sled dog holding operation.
8. There shall be no residential occupancy within any structure located within the subject lease site by any person, employee, or group.
9. All dogs shall be chained, leashed or otherwise securely restrained at all times they are on the subject site or nearby lands (which are known as critical to wildlife) and this Development Permit is subject to cancellation if the applicant's dogs are found to be frequently at large or to be harassing indigenous animals.
10. The applicant shall be responsible for obtaining or maintaining any necessary approvals from Burnco Rock Products Ltd. for use of the adjacent License of Occupation for access to the lease area, until such time as an alternate private access is approved by the Province.

11. The Development Permit shall have effect only so long as the applicants maintain a legal lease agreement with the property owner (the Province), and shall not be considered to be vested in the land.
12. The applicant shall indemnify and save harmless the Municipal District of Bighorn No. 8 in the event of damages or other actions which may be caused by or to the dogs belonging to the applicants.
13. Any changes or additional structures to be added shall require a separate development permit application to be approved by the MD of Bighorn prior to adding any additional structures or uses to the site.
14. The applicant shall enter into a Development Agreement with the Municipal District of Bighorn to include, but not be limited to, provisions for the following:
    a) the need to renew this permit to extend it beyond June 1, 2026 with the decision of whether or not to renew the permit to be based in part on information that may be available from Alberta Environment, Fish & Wildlife Division, regarding the effects of this kenneling operation on adjacent wildlife habitat and whether there have been reports of dogs escaping and chasing wildlife; and,
    b) to ensure the conditions of this development approval are adhered to.
15. This Permit is subject to consideration for renewal but shall otherwise expire on **June 1, 2026.**

Date of MPC or D.O. Decision:	April 21, 2021
Date Decision Advertised:	April 29, 2021
Date Permit Comes into Effect:	May 21, 2021

You are hereby authorized to proceed with the development specified, provided that all stated conditions have or will be complied with.

This Permit shall be null and void if development has not commenced with reasonable diligence within 12 months of the date the permit comes into effect. The development must be completed within 24 months of the date the permit comes into effect, unless an extension to this period has been granted by the Development Authority.

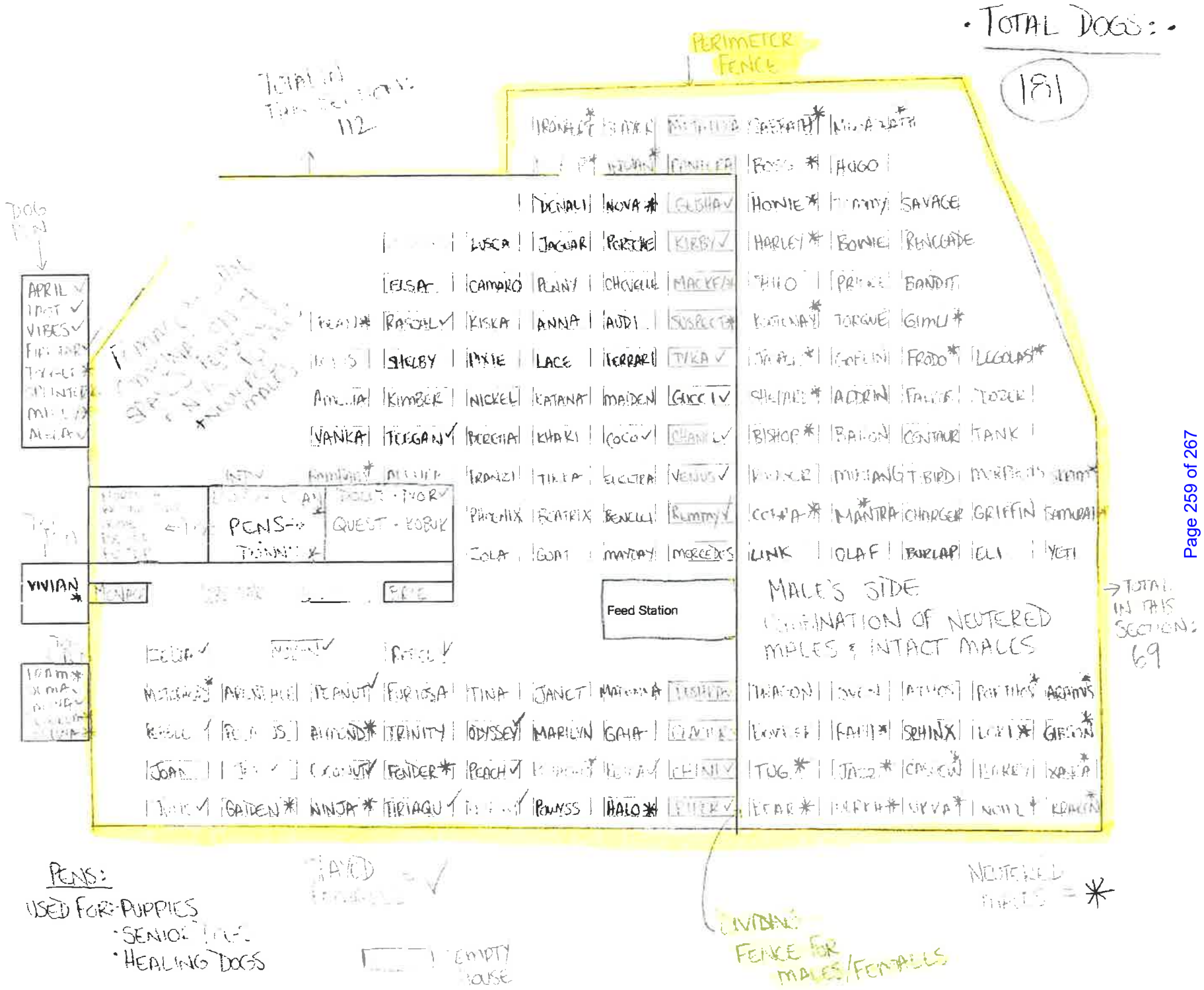
[redacted]

JANICE THOMPSON, DEVELOPMENT OFFICER
MUNICIPAL DISTRICT OF BIGHORN NO. 8

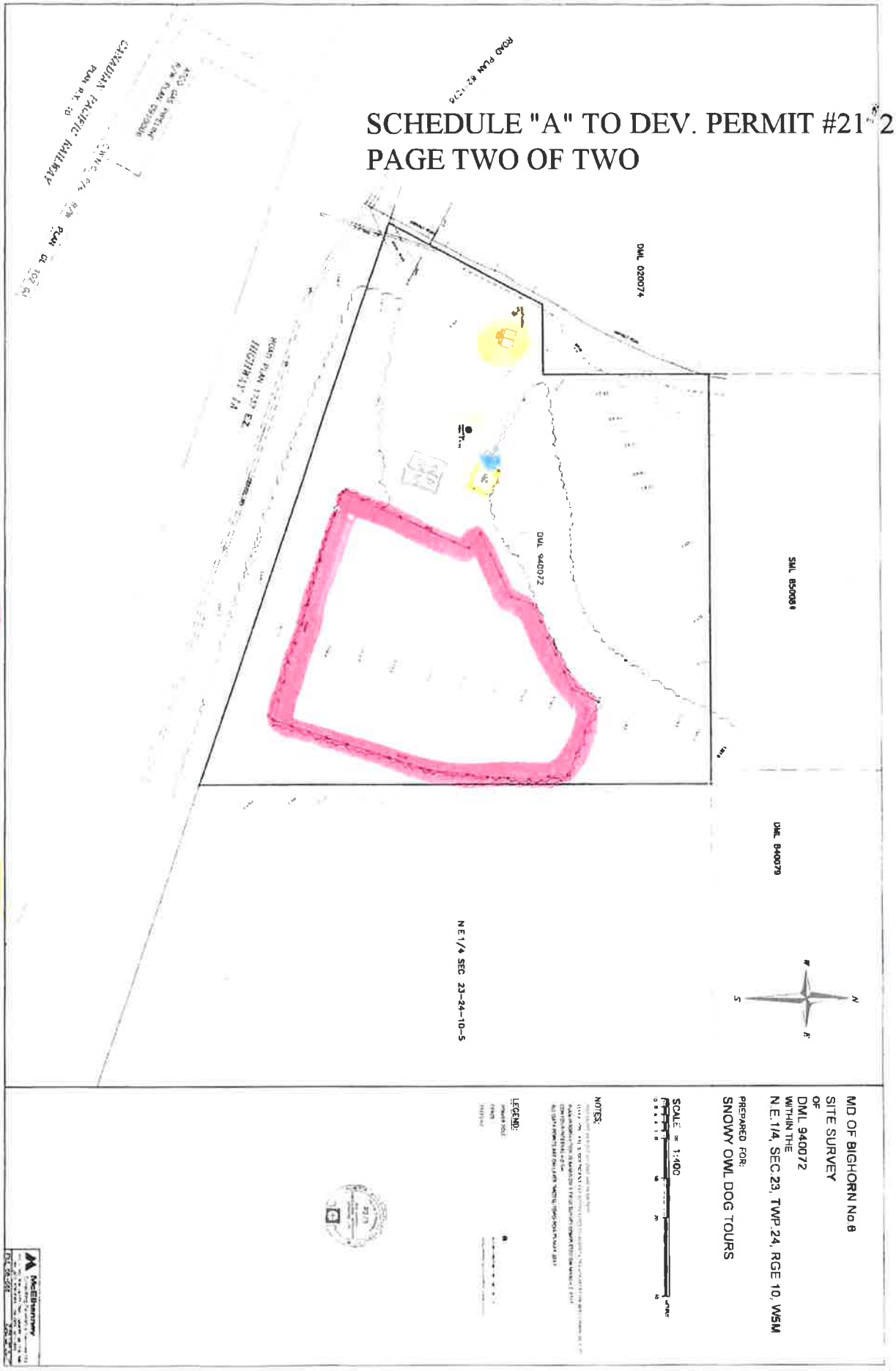
THIS PERMIT DOES NOT EXCUSE VIOLATION OF ANY REGULATION OR ACT WHICH MAY AFFECT THIS PROJECT, NOR DOES IT EXCUSE THE PERMIT HOLDER FROM OBTAINING PERMITS OR LICENCES WHICH MAY BE REQUIRED BY PROVINCIAL AGENCIES OR OTHER AUTHORITIES; IN PARTICULAR, PERMITS FOR BUILDING, ELECTRICAL, PLUMBING OR GAS.

cc: Land File
Assessment File
AEP, Brian Allen

SCHEDULE "A" TO DEV. PERMIT #21/21
PAGE ONE OF TWO



SCHEDULE "A" TO DEV. PERMIT #21-21
PAGE TWO OF TWO



= SHRUBS (OUTLINES IS CLEAR PRESS)

= KENNEL

= CABIN

= MAN HOLE

= WELL

= WATER TANK

Transportation and Economic Corridors Notice of Referral Decision

Municipal Development in Proximity of a Provincial Highway

Municipality File Number:	DP2026-026	**Highway(s):**	1A
Legal Land Location:	QS-NE SEC-23 TWP-024 RGE-10 MER-5	**Municipality:**	M.D. of Bighorn No. 8
Decision By:	Jerry Lau	**Issuing Office:**	Southern Region / Calgary
Issued Date:	June 16, 2026	**AT Reference #:**	RPATH0073608
Description of Development:	The Municipal District of Bighorn No. 8 has received a Development Permit application for the following: Commercial Dog Kennel (Snowy Owl Sled Dog Tours) Legal Land Description: Ptn. NE Sec. 23, Twp. 24, Rge. 10, W5M Rural Address: Bow Corridor Highway 1A near Burnco Gravel Pit Landowner: Public Lands – Province of Alberta (DML 940072) The application proposes the renewal of the existing Commercial Dog Kennel operation, including associated accessory structures and kennel tours. The proposal includes the continued operation of a kennel with a maximum of 250 dogs (excluding puppies under six months of age), a Development Permit term aligned with the Provincial lease expiry date of December 1, 2039, replacement of an existing cabin with a formal building, addition of a third shipping container for storage purposes, and a front yard setback variance for an existing structure. No expansion of the existing kennel operation or overall site footprint is proposed. We are formally circulating this application for your review and comment due to your identified interest in the subject lands. Should you have any comments, concerns, or questions regarding this application, please feel free to contact me. Thank you for your time and review.		



This will acknowledge receipt of your circulation regarding the above noted proposal. Transportation and Economic Corridors primary concern is protecting the safe and effective operation of provincial highway infrastructure, and planning for the future needs of the highway network in proximity to the proposed development(s).

Transportation and Economic Corridors offers the following comments and observations with respect to the proposed development(s):

- Pursuant to Section 618.3(1) of the Municipal Government Act (MGA), the department expects that the municipality will comply with any applicable items related to provincial highways in an ALSA plan if applicable

- Pursuant to 618.4(1) of the Municipal Government Act, the department expects that the Municipality will mitigate the impacts of traffic generated by developments approved on the local road connections to the highway system, in accordance with Policy 7 of the Provincial Land Use Policies.

Transportation and Economic Corridors has the following additional comments and/or requirements with respect to this proposal:

1. A Roadside Development Permit will be required from Transportation and Economic Corridors for the replacement structure.

2. Buildings and shipping containers should be set back a minimum of 10m from the highway Right of Way.

Please contact Transportation and Economic Corridors through the RPATH Portal if you have any questions, or require additional information



Issued by **Jerry Lau, Infrastructure Manager,** on **June 16, 2026** on behalf of the Minister of Transportation and Economic Corridors

Outlook

DO NOT REPLY – Your Application RPATH0073608. A New Comment has been added

From Government of Alberta <services@gov.ab.ca>
Date Tue 2026-06-16 12:03 PM
To Katy Stewart [redacted]

This email is to acknowledge that there are new comments to your submission RPATH0073608 for Municipal Referral - Development submitted on 2026-06-12 10:40:13 MDT. Please check the RPATH Portal RPATH0073608to review/reply to comments.

Link to RPATH0073608on RPATH Portal.

2026-06-16 12:02:47 MDT - Jerry Lau Additional comments

Hello Katy,

Yes, the dog houses can be 5m from the ROW.

Thanks.

Jerry

Unsubscribe | Notification Preferences

Ref:MSG36277822_jU9r0BImtziWNJB699p

ATTACHMENT 9 - DP2026-026

Division 5
Land Use

639 Repealed 2020 c39 s10(26).

639.1 Repealed 2020 c39 s10(27).

Land use bylaw

640(1) Every municipality must pass a land use bylaw.

(1.1) A land use bylaw may prohibit or regulate and control the use and development of land and buildings in a municipality, including, without limitation, by

(a) imposing design standards,

(b) determining population density,

(c) regulating the development of buildings,

(d) providing for the protection of agricultural land, and

(e) providing for any other matter council considers necessary to regulate land use within the municipality.

(2) A land use bylaw

(a) must divide the municipality into districts of the number and area the council considers appropriate;

(b) must, unless the district is designated as a direct control district pursuant to section 641, prescribe with respect to each district,

(i) the one or more uses of land or buildings that are permitted in the district, with or without conditions, or

(ii) the one or more uses of land or buildings that may be permitted in the district at the discretion of the development authority, with or without conditions,

or both;

(c) must establish a method of making decisions on applications for development permits and issuing development permits for any development, including provision for

(i) the types of development permit that may be issued,

(ii) applying for a development permit,

(iii) processing an application for, or issuing, cancelling, suspending or refusing to issue, a development permit,

(iv) the conditions that are to be attached, or that the development authority may attach, to a development permit, either generally or with respect to a specific type of permit,

(v) how long any type of development permit remains in effect,

(vi) the discretion that the development authority may exercise with respect to development permits, and

(vii) any other matters necessary to regulate and control the issue of development permits that to the council appear necessary;

(d) must provide for how and to whom notice of the issuance of a development permit is to be given;

(e) must establish the number of dwelling units permitted on a parcel of land.

(3) A land use bylaw may identify additional land as adjacent land for the purpose of notification under sections 653, 679, 680 and 692.

(4) Repealed 2020 c39 s10(28).

(5) A land use bylaw may provide that when an application for a development permit or change in land use designation is refused another application with respect to the same lot

(a) for a development permit for the same or a similar use, or

(b) for a change in land use designation

may not be made by the same or any other applicant until the time stated in the land use bylaw has expired.

(6) A land use bylaw may authorize a development authority to decide on an application for a development permit even though the proposed development does not comply with the land use bylaw or is a non-conforming building if, in the opinion of the development authority,

(a) the proposed development would not

(i) unduly interfere with the amenities of the neighbourhood, or

(ii) materially interfere with or affect the use, enjoyment or value of neighbouring parcels of land,

and

(b) the proposed development conforms with the use prescribed for that land or building in the land use bylaw.

(7) A land use bylaw must be consistent with the applicable requirements of the regulations under the *Gaming, Liquor and Cannabis Act* respecting the location of premises described in a cannabis licence and distances between those premises and other premises.

(8) Despite this section or any other provision of this Act, the authority to pass a land use bylaw does not include the authority to pass a bylaw in respect of the use of a building or part of a building for residential purposes that has the effect of distinguishing between any individuals on the basis of whether they are related or unrelated to each other.

(9) The Minister may by order direct a municipality to amend its land use bylaw in respect of the use of a building or part of a building for residential purposes if the land use bylaw has the effect of distinguishing between senior citizens on the basis of whether they are related or unrelated to each other.

RSA 2000 cM-26 s640;2016 c24 s100;2017 c21 s28;
2020 c39 s10(28)

640.1 Repealed 2020 c39 s10(29).

Transitional — alternative time period in land use bylaw

640.2(1) In this section, "alternative time period" means an alternative time period authorized by section 640.1 of this Act as it read immediately before the coming into force of this section.

(2) Where, on the coming into force of this section, a land use bylaw providing for an alternative time period is in force, the provisions of the bylaw providing for the alternative time period continue to have effect for a period of 6 months beginning on the day this section comes into force.

2020 c39 s10(30)