

PLANNING

TO: Subdivision and Development Appeal Board

DATE: August 11, 2022 DIVISION: 1

FILE: 03912095 **APPLICATION**: PRDP20223260

SUBJECT: Development Item – Vacation Rental / Discretionary use, with no Variances

APPLICATION: Vacation rental

EXECUTIVE SUMMARY: The application was applied for on June 16, 2022, approved by Administration and a Notice of Decision was sent on June 28, 2022.

The Applicant/Owner is proposing to operate a vacation rental on the subject parcel, within an existing dwelling, single detached located at 47 Bracken Road, Bragg Creek. The dwelling is approximately 240.14 m² (2,584.85 ft.²) and the proposed vacation rental will operate full time. The owners currently live in Ontario; have plans to move to this property in the next two to four years and until then, wish to operate the dwelling as a vacation rental, full-time except for six to twelve weeks per year that they will be spending time there. The owners have two sons that live in the Calgary area which would help to maintain the property, as well as a cleaning service.

The Applicant states they have strict rules and requirements for folks staying at this proposed vacation rental: max number of guests is eight; strict noise/sound rules; no parties; and the Applicant states they wish to cater to golfers, cyclists and hikers.

The vacation rental is a discretionary use under the Residential, Urban District; no variances were requested or required.

Administration conditionally approved the application on June 28, 2022.

On July 13, 2022, an appeal was filed by Heike Meyer-Soules for reasons that are noted in the agenda package.

DECISION: Approved

DECISION DATE: APPEAL DATE: ADVERTISED DATE:

June 28, 2022 July 13, 2022 June 28, 2022

APPLICATION EVALUATION:

The application was evaluated based on the information submitted with the application and the applicable policies and regulations.

APPLICABLE POLICY AND REGULATIONS:	TECHNICAL REPORTS SUBMITTED:
Municipal Government Act;	None
 Land Use Bylaw C-8000-2020; 	
Greater Bragg Creek Area Structure Plan.	
DISCRETIONARY USE:	DEVELOPMENT VARIANCE AUTHORITY:
332 Vacation rental	Administration

Administration Resources

Wayne Van Dijk, Planning & Development Services



Additional Review Considerations

As per Land Use Bylaw, C-8000-2020, "Vacation Rental" means a Dwelling Unit that is rented online via a hospitality service brokerage company that arranges lodging such as Airbnb, Vrbo, TurnKey, HomeAway etc."

The area structure plan provides no policies or guidance for applications for vacation rental and Land Use Bylaw, C-8000-2020 was used for assessing the application.

No variances were requested or required.

There are similar vacation rental properties in the Bragg Creek area.

APPEAL:

See attached report and exhibits.

Respectfully submitted,

"Justin Rebello"

Supervisor

Planning and Development Services

WV/IIt



PLANNING

TO: Staff Report DIVISION: 1

DATE: June 28, 2022 **APPLICATION**: PRDP20223260

FILE: 03912095

SUBJECT: Vacation Rental/ Discretionary use, with no Variances

APPLICATION: Vacation rental

GENERAL LOCATION: Located in the Hamlet of Bragg Creek (47 Bracken Road).

LAND USE DESIGNATION: Residential, Urban District (R-URB) under Land Use Bylaw C-8000-2020

(LUB).

EXECUTIVE SUMMARY: The Applicant/Owner is proposing to operate a vacation rental on the subject parcel, within an existing dwelling, a single detached located at 47 Bracken Road, Bragg Creek. The dwelling is approximately 240.14 m² (2,584.85 ft²) and the proposed vacation rental will operate full time. The owners currently live in Ontario; have plans to move to this property in the next two to four years and until then, wish to operate the dwelling as a vacation rental, full-time except for six to twelve weeks per year that they will be spending time there. The owners have two sons that live in the Calgary area which would help to maintain the property, as well as a cleaning service.

The Applicant states they have strict rules and requirements for folks staying at this proposed vacation rental: max number of guests is eight; strict noise/sound rules; no parties; and the Applicant states they wish to cater to golfers, cyclists and hikers.

Vacation rental is a discretionary use under the Residential, Urban District; no variances were requested or required.

AIR PHOTO & DEVELOPMENT CONTEXT:





APPLICATION EVALUATION:

The application was evaluated based on the submitted application and the applicable policies and regulations.

APPLICABLE POLICY AND REGULATIONS:	TECHNICAL REPORTS SUBMITTED:
Municipal Government Act;	None submitted
 Land Use Bylaw C-8000-2020; 	
Greater Bragg Creek Area Structure Plan.	
DISCRETIONARY USE:	DEVELOPMENT VARIANCE AUTHORITY:
332: Vacation Rental	Development Authority

Greater Bragg Creek Area Structure Plan provides no policies/guidance for vacation rental applications and the application was evaluated under Land Use Bylaw, C-8000-2020.

LUB C-8000-2020 defines vacation rental as: "Vacation Rental" which means a Dwelling Unit that is rented online via a hospitality service brokerage company that arranges lodging such as Airbnb, Vrbo, TurnKey, HomeAway etc.

No signage requested. Parking is all within the parcel.

No variances applied for and/or required.

ADMINISTRATION RECOMMENDATION: Administration recommends approval as the proposed development requires no variances and meets the requirements of Land Use Bylaw, C-8000-2020. Respectfully submitted,

Wayne Van Dijk
Development Officer
WVD

ATTACHMENTS

ATTACHMENT 'A': Development Permit Report Conditions

ATTACHMENT 'B': Application Information



ATTACHMENT 'A': DEVELOPMENT PERMIT REPORT CONDITIONS

Description:

1. That a Vacation Rental may commence operating on the subject property, within a dwelling, single detached, in accordance with the approved site plan, floor plans and the conditions of this permit.

Permanent:

- 2. That no off-site advertisement signage associated with the Vacation Rental shall be permitted.
- 3. That there shall be no non-resident employees at any time, with the exception of cleaning companies (if required).
- 4. That the Owner shall be responsible for ensuring that any renters are familiar with the property boundaries, whether that be by means of a fence, signage, or other means, to ensure no trespassing to adjacent properties.
- 5. That all customer parking shall be on the Owner's property at all times and there shall be no parking within a County roadway or right of way.
- 6. That the operation of the vacation rental shall not change the residential character and external appearance of the land and dwellings.
- 7. That the operation of this Vacation Rental shall not generate noise, smoke, dust, fumes, glare, or refuse matter considered offensive or excessive by the Development Authority and at all times the privacy of adjacent residential dwellings shall be preserved. The Vacation Rental shall not, in the opinion of the Development Authority, unduly offend or otherwise interfere with neighbouring or adjacent residents.
- 8. That this Development Permit shall be valid until **July 20, 2023**, at which time a new application shall be submitted. Note, that the County will take into consideration any enforcement action of this Vacation Rental prior to considering subsequent applications.

Advisory:

- That any building permits and applicable subtrade permits shall be obtained through Building Services, as required.
- That any other government permits, approvals, or compliances are the sole responsibility of the Applicant/Owner.
- That the site shall conform to the County's Noise Bylaw C-8067-2020 in perpetuity.



ATTACHMENT 'B': APPLICATION INFORMATION

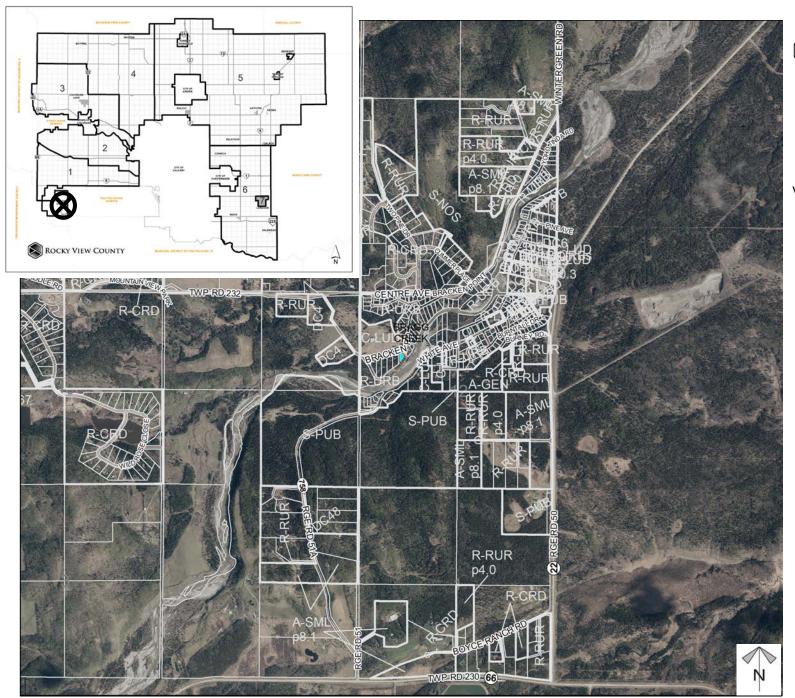
APPLICANT: Brett and Patrica Vansickle	OWNER: Brett and Patrica Vansickle
DATE APPLICATION RECEIVED: May 11, 2022	DATE DEEMED COMPLETE: May 31, 2022
GROSS AREA: ± 0.07 hectares (± 0.18 acres)	LEGAL DESCRIPTION: Lot: 8 (East Pt.), Plan: 8556 CI, NW-12-23-05-W05M (47 Bracken Road)

APPEAL BOARD: Subdivision & Development Appeal Board

HISTORY:

Development History:

 PRDP20152194: construction of a dwelling, single detached, relaxation of the minimum front, sides, rear yard setback requirements, and relaxation of the maximum site coverage

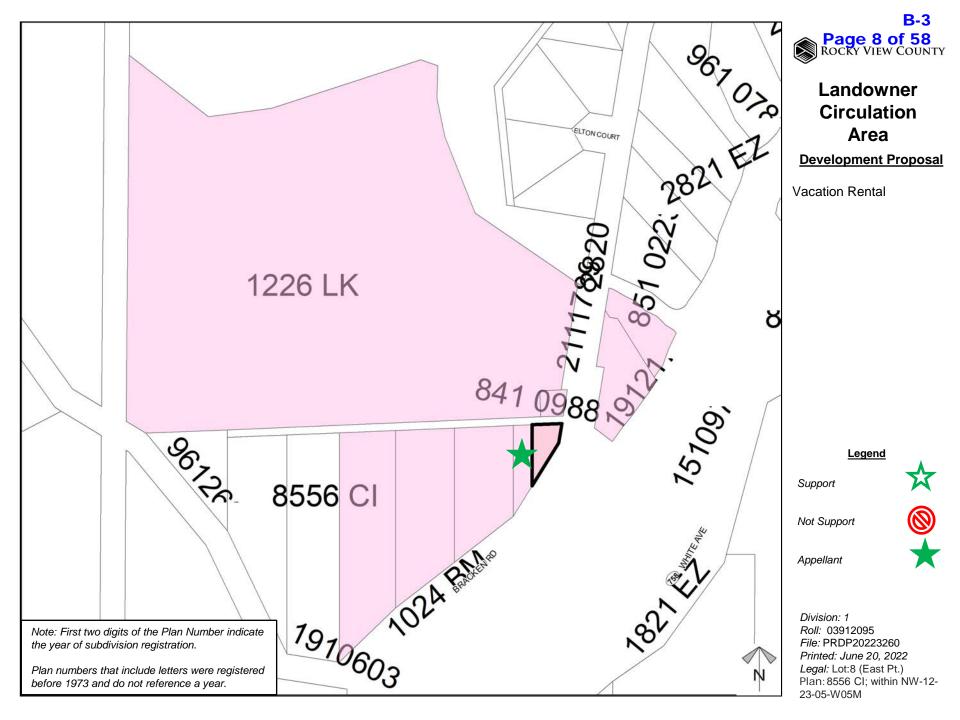




Location & Context

Development Proposal

Vacation Rental

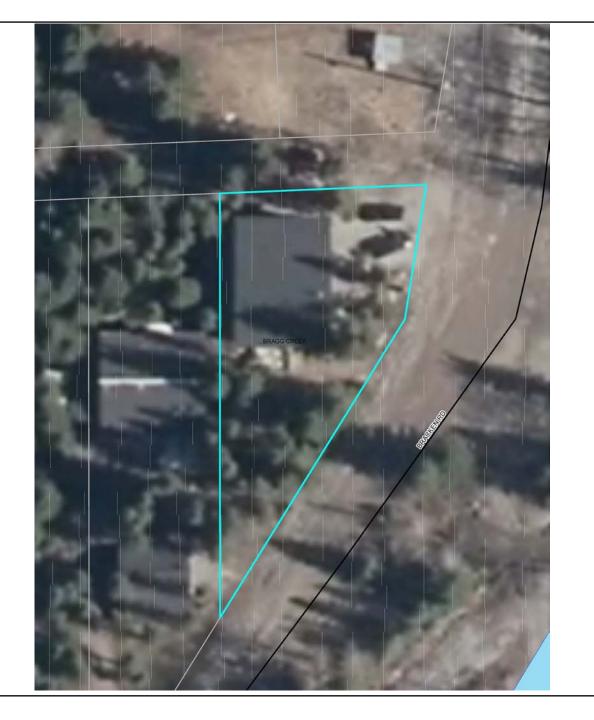




Aerial Imagery

Development Proposal

Vacation Rental

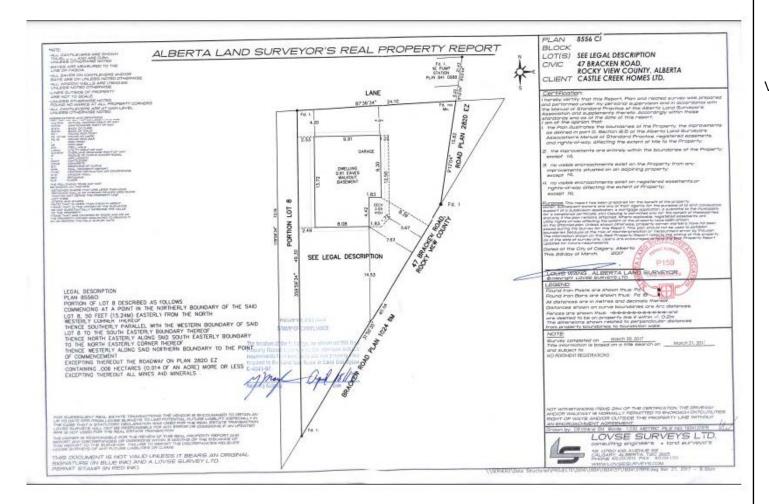




Aerial Imagery

Development Proposal

Vacation Rental





Site Plan

Development Proposal

Vacation Rental



Development Proposal

Vacation Rental



Looking to north of dwelling



Dwelling and adjacent landowner



Looking southwest along Bracken Road



Dwelling



Notice of Appeal

Subdivision and Development Appeal Board Enforcement Appeal Committee

Name of Appellant(s) Heike Meyer-Soules	on					
Mailing Address PO Box 473			Municipality Bragg Creek	Province Alberta	Postal Code TOLOKO	
Main Phone #	Alternate Phone	#	Email Address			
Site Information						
Municipal Address 47 Bracken Rd			Legal Land Description (lot, block Lot 8(East Pt.), Plan			
Property Roll # 03912095			ent Permit, Subdivision Application 20223260	, or Enforcement Order #		
I am appealing: (check	one box only)					
			ision Authority Decision I Approval I Conditions of Approval I Refusal	☐ Stop Order	Decision of Enforcement Services ☐ Stop Order ☐ Compliance Order	
			JUL 14 T			

This information is collected for Rocky View County's Subdivision and Development Appeal Board or Enforcement Appeal Committee under section 33(c) of the Freedom of Information and Protection of Privacy Act (FOIP Act) and will be used to process your appeal and create a public record of the appeal hearing. Your name, legal land description, street address, and reasons for appeal will be made available to the public in accordance with section 40(1)(c) of the FOIP Act. Your personal contact information, including your phone number and email address, will be redacted prior to your appeal being made available to the public. If you have questions regarding the collection or release of this information, please contact the Municipal Clerk at 403-230-1401.

Appellant's Signature

July 13/2023

Heike Meyer-Soules PO Box 473 43 Bracken Rd Bragg Creek, AB, TOLOKO

July 13, 2022

Rocky View County 262075 Rocky View Point, Rocky View County, AB, T4A 0X2

Attention: Subdivision and Development Appeal Board

RE: Development Permit Application Number PRDP20223260, Roll Number 03912095

Thank you for the opportunity to appeal Application PRDP20223260, application for a Vacation Rental.

As the adjacent landowner to 47 Bracken Rd, I have some concerns about the negative impacts on the use and enjoyment of my property that a short-term vacation rental would trigger.

- As a resident of Bragg Creek for almost 40 years, I am concerned about the deterioration of the residential character of our neighbourhood. There are a number of vacation rentals (155 White Avenue, 60 Bracken Rd) and Bed and Breakfast rentals in our neighbourhood that resulted in a loss of community feel and have had a negative impact on the quality of life of the current permanent residents. The number of vacation rentals in our area should be limited to keep the residential feel and utilize existing commercially zoned areas for that purpose. The proposed vacation rental on 47 Bracken Rd is only one residence over from the short-term vacation rental property at 60 Bracken Rd and the short-term rental on 155 White Avenue is directly south of us, separated by the Elbow River (please see attached figures 1 and 2). There is already a shortage of long-term housing rentals in Bragg Creek, the approval of more short-term rentals, would make the housing supply worse. It is very easy to find a suitable long-term renter for any property owner here in Bragg Creek.
- The previous owner of 47 Bracken Rd, was the son of an "old" Bragg Creek Family, that owns many properties and various businesses in the hamlet. When he applied for the development permit for the house, he presented that he had returned from BC with his young family to help his parents with the businesses. It was important to him, that he was close to the businesses and this small property on 47 Bracken Rd, was ideal for him to support his parents, as it is across the river from the family owned Bragg Creek Trading Post. The construction of the house was approved to be a family home within the residentially zoned community and not a short- term- hotel equivalent.

- Prior to building the residence on 47 Bracken Rd, a Development permit (Board Order No 64-15) was issued in 2015, relaxing minimum front yard, north side yard, south side yard and rear yard setback requirements, as well as the maximum allowable site coverage. Permitting the construction of a house this close to the property line, leaving little green space, set a precedence in Bragg Creek at the time. This resulted in a big, overpowering structure very close to us with very little yard space. The house has an extreme impact on our property enjoyment and privacy. Since the building of the residence, our backyard has not been usable for gardening or any recreation, as we lost all the sun and our privacy. Only a fraction of my property is usable for our enjoyment on the south side of the house and this little area could be further impacted by a constant steam of strangers, a few feet away from the property line. (please see attached figures 3 and 4)
- Short term renters have no stake in the community and therefore no reason to care how the
 neighborhood around them suffers from their vacation activities. Tourists go on vacation to
 have a good time and that may effect the quality of life for the permanent residents. For
 example, my neighbor, on 39 Bracken Rd, mentioned that guests rattled on his door late one
 night, looking for the short term rental on 60 Bracken Rd. The local hospitality industry, like
 restaurants and bars, do not benefit from short-term vacation rentals, as they would from
 appropriate high-density lodging or hotels, as the guests typically eat, drink and party at the
 rental.
- With the owners of the subject property living off site and out of province, it would make it
 difficult to monitor the activities in and around the house and to control noise, light glaring and
 the volume of people. It would be challenging to respond to concerns and to take action in a
 reasonable time. This would invite destructive behaviour and parties.
- As per the Airbnb listing, this residence offers self-check in via smart lock. This would make it very problematic to control the number of guests arriving.
- Rocky View's noise bylaws prescribe night time quiet hours beginning at 10:01 pm, ending at 6:59 am weekdays and at 8:59 am on weekends. It is very difficult to enforce these times as the Rocky View enforcement officers are only available between 8:00 am and 8:00 pm Mondays through Fridays.
- The property offers 4 bedrooms, as advertised on Airbnb. The potential number of visitors
 could be high, a lot higher than in a traditional Bed and Breakfast, where the number of
 permitted bedrooms is limited to 3 and where the house owner is present. This property
 would offer the perfect space for a big party.
- Bracken Road is currently under construction for the completion of the flood mitigation work; traffic flow is impacted and there is no longer public parking space on the road or in the neighborhood. Parking for the guests needs to be limited to the owner's property to avoid traffic obstacles and possible snow clearing challenges.

- I worry about the risk of fires. There are fire pit blocks and stacks of firewood in various locations on the property. This would invite lighting an open fire. I would like to ensure that guests to the property are not permitted to have open fires. The yard is very small and amongst old spruce trees, that are very dry. There is currently a spruce budworm infestation in Bragg Creek and surrounding areas. This infestation weakens the spruce trees, and causes masses of dried red brown needles hanging from the ends of the branches thus the trees are more susceptible to fires. A disaster could happen very quickly, affecting the whole neighborhood and possibly burning down residences. Smoke from outdoor fire pits would also impact our air quality, since our living room and bedroom windows are facing east, towards the yard of the potential vacation rental property. On a further note, visitors would not be current on fire bans in the area.
- Smoking should be permitted only in a designated and safe area, to avoid the problems mentioned above. (I did already see a guest walking in the trees with a lit cigarette)
- As it is typical for a rural property, there is no fence between us and the neighboring property.
 The property line is not clearly defined and the neighboring residence is very close, due to the
 relaxed setbacks and relaxed site coverage. For a rural property the lot is extremely small, with
 the big house, it only leaves a small yard. Guests might not realize that and trespass and use
 our property inadvertently. The Airbnb listing has one picture displaying our cabin, which
 might lead people to believe that it belongs to the vacation rental.

I realize, that it is a difficult task to find ways to regulate short-term vacation rentals in such a way, that they protect the residential neighborhood, while balancing a homeowner's property rights. In order to mitigate conflicts in the neighbourhood, there are jurisdictions in Canada, imposing minimum leases of a month for vacation rentals. This might be a compromise for this vacation rental too.

In summary, there are a number of reasons why I feel that this house should not be permitted to run a vacation rental business, and feel that this development permit should be rejected.

Regards

Heike Meyer-Soules

Skibe beepr-Soules

Figure 1



Figure 2

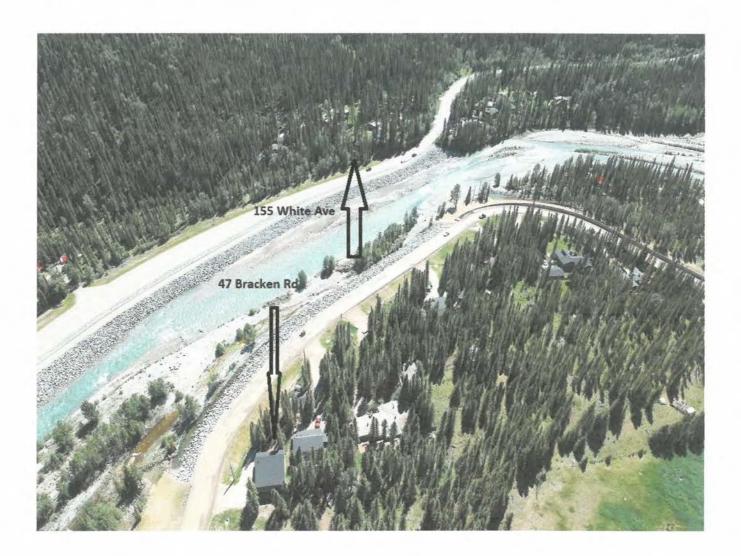
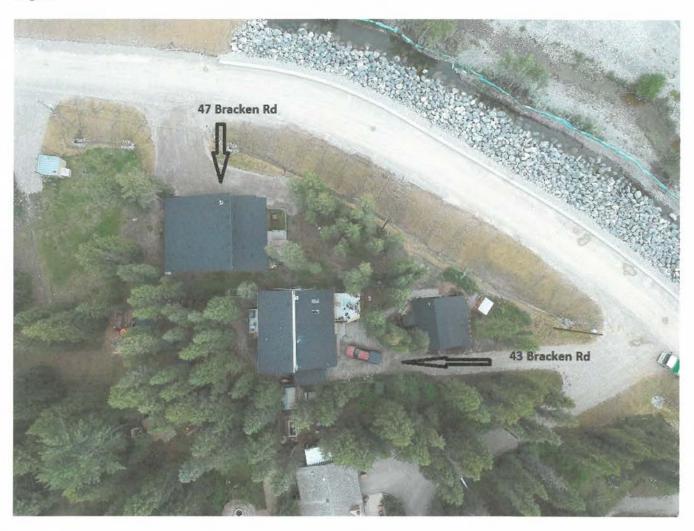


Figure 3



Figure 4





262075 Rocky View Point Rocky View County, AB, T4A 0X2

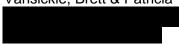
> 403-230-1401 questions@rockyview.ca www.rockyview.ca

THIS IS NOT A DEVELOPMENT PERMIT

Please note that the appeal period *must* end before this permit can be issued and that any Prior to Issuance conditions (if listed) *must* be completed.

NOTICE OF DECISION

Vansickle, Brett & Patricia



Page 1 of 2

Tuesday, June 28, 2022

Roll: 03912095

RE: Development Permit #PRDP20223260

Lot 8 (East Pt.), Plan 8556 CI, NW-12-23-05-05; (47 BRACKEN RD)

The Development Permit application for Vacation Rental has been **conditionally-approved** by the Development Officer subject to the listed conditions below **(PLEASE READ ALL CONDITIONS)**:

Description:

1. That a Vacation Rental may commence to operate on the subject property, within dwelling, single detached, in accordance with the approved site plan, floor plans and the conditions of this permit.

Permanent:

- 2. That no off-site advertisement signage associated with the Vacation Rental shall be permitted.
- 3. That there shall be no non-resident employees at any time, with the exception of cleaning companies (if required).
- 4. That the Owner shall be responsible for ensuring that any renters are familiar with the property boundaries, whether that be by means of a fence, signage, or other means, to ensure no trespassing to adjacent properties.
- 5. That all customer parking shall be on the Owner's property at all times and there shall be no parking within a County roadway or right of way.
- 6. That the operation of the vacation rental shall not change the residential character and external appearance of the land and dwellings.
- 7. That the operation of this *Vacation Rental* shall not generate noise, smoke, dust, fumes, glare, or refuse matter considered offensive or excessive by the Development Authority and at all times the privacy of adjacent residential dwellings shall be preserved. The *Vacation Rental* shall not, in the opinion of the Development Authority, unduly offend or otherwise interfere with neighbouring or adjacent residents.



262075 Rocky View Point Rocky View County, AB, T4A 0X2

> 403-230-1401 questions@rockyview.ca www.rockyview.ca

DEVELOPMENT PERMIT PRDP20223260 (Page 2 of 2)

Vansickle, Brett & Patricia

8. That this Development Permit shall be valid until **July 20, 2023**, at which time a new application shall be submitted. Note, that the County will take into consideration any enforcement action of this Vacation Rental prior to considering subsequent applications.

Advisory:

- That any building permits and applicable subtrade permits for the operation of the Vacation Rental shall be obtained through Building Services, as required.
- That any other government permits, approvals, or compliances are the sole responsibility of the Applicant/Owner.
- That the site shall conform to the County's Noise Bylaw C-8067-2020 in perpetuity.

If Rocky View County does not receive any appeal(s) from you or from an adjacent/nearby landowner(s) by **Tuesday**, **July 19**, **2022**, a Development Permit may be issued, unless there are specific conditions which need to be met prior to issuance. If an appeal is received, then a Development Permit will not be issued unless and until the decision to approve the Development Permit has been determined by the Development Appeal Committee.

Regards,

Development Authority Phone: 403-520-8158

Email: development@rockyview.ca



DEVELOPMENT PERMIT

APPLICATION

FOR	OFFICE USE ONLY Page 23 of 5
APPLICATION NO.	PRDP20223260
ROLL NO.	03912095
RENEWAL OF	-
FEES PAID	\$515.00
DATE OF RECEIPT	June 16, 2022

APPLICANT/OWNER			tri	sh.pfsl@gmai	l.com
Applicant Name: Brettand	Patricia Vo	inSickle	Email:		
Business/Organization Name (if applic			SRIVE	ESIDE R	KETREAT
Mailing Address:				Postal Cod	
Telephone (Primary):		Alternative:			
Landowner Name(s) per title (if not the	Applicant):				
Business/Organization Name (if applic	cable):				
Mailing Address:				Postal Cod	de:
Telephone (Primary):		Email:			
LEGAL LAND DESCRIPTION - Subje	ect site				
All/part of: 1/4 Section:	Township:	Range:	West of:	Meridian	Division:
All parts of: LoT 8	Block:	Plan: 855(oCI P	arcel area (ac/h	ia): .006
Municipal Address: 47 Bracken	Rd Brass Cr	eek-Toloko	Land Use D	District:	
APPLICATION FOR - List use and so					
Frequest is to use Short term vacad Variance Rationale included: PES NO II SITE INFORMATION a. Oil or gas wells present on or b. Parcel within 1.5 kilometres of c. Abandoned oil or gas well or p (Well Map Viewer: https://extma d. Subject site has direct access	within 100 metres of a sour gas facility (pipeline present on the pviewer.aer.ca/AERA	f the subject proper well, pipeline or plate property	rty(s) ant)	RVC Staff Membe	
d. Subject site has direct access AUTHORIZATION	to a developed Mul	iicipai rtoad (acce	ssible public	Toauway	Z 123 2 NO
I, BRETT B PATRICIA VER SILVENT BY That I am the registered owner of knowledge, a true statement of the provide consent to the provide co	That I in this form and related the facts relating to bublic release and do application as part .33(c) of the Freedocknowledge that Rocknowledge that Rockno	am authorized to a ated documents, to this application. isclosure of all info to of the review produce or of Information a	act on the own is full and contraction, includes. I acknowled and Protection and Protection ay enter the	omplete and is, luding supporting welledge that the on of Privacy Act above parcel(s)	g documentation, information is
Applicant Signature	272022	Landov	vner Signat	ate June	72022
Date	- 1 0000		D	JUNE DIE	· cocc



HOME-BASED BUSINESS (TYPE II) BED AND BREAKFAST INFORMATION SHEET

FOR OFFICE USE ONLY		
APPLICATION NO.	PRDP20223260	
ROLL NO.	03912095	
DISTRICT	R-URB	

DETAILS	USE TYPE/LOCATION
Business-related area within:	☐ Home-Based Business (Type II)
Principal dwelling (m²/ft.²) 2584.83	* Bed and Breakfast (人にらいり)
Accessory building (m²/ft.²)	Located within:
Outdoors (for storage) (m ² /ft. ²)	☐ Existing Building OR ☐ New Building
NOTE: If a new accessory building is proposed for Home-Based B Building(s) - Information Sheet and related documents in addition	usiness (Type II), submit the Accessory to this form.
BUSINESS OPERATIONS	
Business name: BRAGGIN RIGHTS RIVERSID	E RETREAT
Describe nature of business: Shorterm Vacation Rental (V)	a AIRBNB)
Any outdoor area on site being used for business purposes (other than	storage/parking)? If yes, describe purpose:
Days of operation: ALL DAYS RENTED	Hours of apprehien: 7 4 17
Days of operation: ALLDAYS RENTED Total number of employees (including residents/applicant): Tust	the consecs
Number of non-resident employees: Cleaning Service > parper service Number of business-related vehicle visits per day: 1-2 Per week: 1-2	
Location of business-related vehicle parking on site: Front property drivet lot	
Total number and type of vehicles used for business on site (Home-Bas	sed Business, Type II only):
SCREENING AND SIGNAGE	
Type of screening provided for outdoor storage area (Home-Based Bus ☐ Landscaping (specify vegetation):	iness, Type II only):
☐ Fencing (specify material and height):	
□ Other (specify material and height): \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \	
Business signage proposed on site? YES - attach Signage - Info	rmation Sheet and documents 💢 NO
ADDITIONAL SITE PLAN REQUIREMENTS	
■ Location of parking area shown inpictures	
☐ Location and dimensions of proposed outdoor storage area(s)	
☐ Location and type of existing/proposed screening (landscaping, fer	ace etc.), specifically for outdoor storage
☐ Location of any proposed signage	-
 Bed and Breakfast shall not be permitted in a principal dwelling which has an existing if (Type II) uses. Land Use Bylaw, C-8000-2020 	Home-Based Business (Type I) or Home Based Business

Applicant Signature



Date June 7,2022



DEVELOPMENT PERMIT APPLICATION CHECKLIST - GENERAL

All plans shall be submitted as one (1) legible hard copy and in DIGITAL form (pdfs) Select [v] all that are included within application package. Incomplete applications may not be accepted for processing APPLICATION FORM(S) AND CHECKLIST: All parts completed and signed. X APPLICATION FEE: Refer to Planning and Development Fee Schedule within the Master Rates Bylaw. CURRENT LAND TITLES CERTIFICATE COPY - dated within 30 days of application, and: Digital copy of non-financial instruments/caveats registered on title LETTER OF AUTHORIZATION: Signed by the registered landowner(s) authorizing person acting on behalf (if not the Applicant). If registered owner on title is a company, authorization to be provided on a company letterhead or as an affidavit (signed by a Commissioner of Oaths). COVER LETTER, shall include: Proposed land use(s) and scope of work on the subject property Detailed rationale for any variances requested For businesses - Complete operational details including days/hours of work, number of employees, parking provisions, types of vehicles, outdoor storage areas, site access/approach, traffic management, etc. Reference to any Supporting Documents, images, studies, plans etc. provided within application package SITE PLAN, shall include: Legal description and municipal address 0 North arrow O Property dimensions (all sides) Setbacks/dimensions from all sides of the property line(s) to existing/proposed buildings, structures (cantilevers, decks, and porches), outdoor storage areas etc. 0 Dimensions of all buildings/structures 0 Location and labels for existing/proposed approach(s)/access to property Identify names of adjacent internal/municipal roads and highways Identify any existing/abandoned/proposed oil wells, septic fields/tanks, or water wells on site, including their distances to existing/proposed buildings Identify any existing/proposed site features such as trees, shelterbelts, canals, waterbodies, etc. Identify site slopes greater than 15% and distances from structures Location and labels for easements and/or rights-of-way on title LOOR PLANS/ELEVATIONS, shall include: O Overall dimensions on floor plans for all buildings/structures (for new construction, additions, renovations etc.) Indicate floor area and existing/proposed uses on floor plans and height(s) on elevations 0 Indicate type of building/structure on floor plans and elevations COLOUR PHOTOGRAPHS (Min. 3) - one hard and digital copy: Of existing site, building(s), structure(s), signage, site features, taken from all sides including surrounding context, and when existing floor plans/elevations are not available SUPPORTING DOCUMENTS (as applicable): Include technical studies/reports and any additional plans relating to the proposed development (lot grading, site lighting, storm water management plans etc.). Refer to the Land Use Bylaw for use or district specific requirements. FOR OFFICE USE ONLY Vacation Rental Proposed Use(s): Land Use District: R-URB Greater Bragg Creek ASP Applicable ASP/CS/IDP/MSDP: Included within file: X Information Sheet □ Parcel Summary Site Aerial X Land Use Map Aerial X Site Plan NOTES:

Staff Signature:

Qeevan Wareh



LAND TITLE CERTIFICATE

s

LINC SHORT LEGAL TITLE NUMBER 0037 202 181 8556CI;;8 161 143 765

LEGAL DESCRIPTION

PLAN 8556CI

PORTION OF LOT 8 DESCRIBED AS FOLLOWS

COMMENCING AT A POINT IN THE NORTHERLY BOUNDARY OF THE SAID

LOT 8, 50 FEET EASTERLY FROM THE NORTH

WESTERLY CORNER THEREOF

THENCE SOUTHERLY PARRALLEL WITH THE WESTERN BOUNDARY OF SAID

LOT 8 TO THE SOUTH EASTERLY BOUNDARY THEREOF

THENCE NORTH EASTERLY ALONG SAID SOUTH EASTERLY BOUNDARY

TO THE NORTH EASTERLY CORNER THEREOF

THENCE WESTERLY ALONG SAID NORTHERN BOUNDARY TO THE POINT

OF COMMENCEMENT

EXCEPTING THEREOUT THE ROADWAY ON PLAN 2820EZ

CONTAINING .006 HECTARES (0.014 OF AN ACRE) MORE OR LESS

EXCEPTING THEREOUT ALL MINES AND MINERALS

ATS REFERENCE: 5;5;23;12;NW

ESTATE: FEE SIMPLE

MUNICIPALITY: ROCKY VIEW COUNTY

REFERENCE NUMBER: 151 299 785

REGISTERED OWNER(S)

REGISTRATION DATE (DMY) DOCUMENT TYPE VALUE CONSIDERATION

161 143 765 23/06/2016 AMENDMENT-LEGAL DESCRIPTION

OWNERS

JONN ELSDON TEGHTMEYER

BRAGG CREEK

ALBERTA TOL OKO

Page 27 of 58 ENCUMBRANCES, LIENS & INTERESTS

PAGE 2

161 143 765 REGISTRATION

NUMBER DATE (D/M/Y) PARTICULARS

161 191 584 16/08/2016 MORTGAGE

MORTGAGEE - ALBERTA TREASURY BRANCHES.

280-5 AVE W COCHRANE

ALBERTA T4C2G4

ORIGINAL PRINCIPAL AMOUNT: \$515,000

TOTAL INSTRUMENTS: 001

PENDING REGISTRATION QUEUE

DRR RECEIVED NUMBER DATE (D/M/Y) CORPORATE LLP TRADENAME LAND ID D0051XW 25/05/2022 MACKAY REAL PROPERTY LAW 403-800-8000 CUSTOMER FILE NUMBER: MAT49823/KB 001 0037 202 181 TRANSFER OF LAND 002 0037 202 181 MORTGAGE D005VFM 09/06/2022 BEAUMONT CHURCH LLP 403-264-0000 CUSTOMER FILE NUMBER:

89,302 SAC (TEGHTMEYER)

DISCHARGE

TOTAL PENDING REGISTRATIONS: 002

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN ACCURATE REPRODUCTION OF THE CERTIFICATE OF TITLE REPRESENTED HEREIN THIS 16 DAY OF JUNE, 2022 AT 11:35 A.M.

ORDER NUMBER: 44728102

001

CUSTOMER FILE NUMBER: PRDP20223260

0037 202 181

END OF CERTIFICATE

161 143 765

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

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

IF MORE INFORMATION IS REQUIRED ON A PENDING REGISTRATION WHERE THE CONTACT INFORMATION DISPLAYS N/A PLEASE EMAIL LTO@GOV.AB.CA.

"THE LAND TITLES ACT" TRANSFER OF LAND

I, JONN ELSDON TEGHTMEYER, of Bragg Creek, in the Province of Alberta, being registered owner of an estate in fee simple, subject, however, to such encumbrances, liens and interests as are notified by memorandum underwritten, or endorsed hereon in all that certain tract of land situate in the Province of Alberta, being composed of:

PLAN 8556CI
PORTION OF LOT 8 DESCRIBED AS FOLLOWS
COMMENCING AT A POINT IN THE NORTHERLY BOUNDARY OF THE SAID
LOT 8, 50 FEET EASTERLY FROM THE NORTH
WESTERLY CORNER THEREOF
THENCE SOUTHERLY PARRALLEL WITH THE WESTERN BOUNDARY OF SAID
LOT 8 TO THE SOUTH EASTERLY BOUNDARY THEREOF
THENCE NORTH EASTERLY ALONG SAID SOUTH EASTERLY BOUNDARY
TO THE NORTH EASTERLY CORNER THEREOF
THENCE WESTERLY ALONG SAID NORTHERN BOUNDARY TO THE POINT
OF COMMENCEMENT
EXCEPTING THEREOUT THE ROADWAY ON PLAN 2820EZ
CONTAINING .006 HECTARES (0.014 OF AN ACRE) MORE OR LESS
EXCEPTING THEREOUT ALL MINES AND MINERALS

do hereby in consideration of the sum of EIGHT HUNDRED EIGHTY EIGHT THOUSAND, EIGHT HUNDRED & EIGHTY EIGHT (\$888,888.00) DOLLARS paid to me by the transferees hereunder, the receipt of which sum I hereby acknowledge, transfer to the said transferees:

BRETT VANSICKLE and PATRICIA VANSICKLE of 47 Bracken Road
Bragg Creek, Alberta TOL OKO
as Joint Tenants

all my estate and interest in the piece of land.

IN WITNESS WHEREOF I have hereunto subscribed my name this <u>29</u> day of <u>April</u>, 2022.

SIGNED by the said Transferor in the presence of:

Witness

JONN ELSDON TEGHTMEYER

CONSENT OF SPOUSE

I, MYA TEGHTMEYER, being married to the within named JONN ELSDON TEGHTMEYER do hereby give my consent to the disposition of our homestead, made in this instrument, and I have executed this document for the purpose of giving up my life estate and other dower rights in the said property given to me by The Dower Act, to the extent necessary to give effect to the said disposition.

Certificate

At the Purchasers' request, I, the undersigned, being the beneficial owner of the lands herein described, certify that I am a Canadian resident within the meaning of the Income Tax Act.

JONN ELSDON TEGHTMEYER

THE CELLED

Association

THE DUVED

COUNTRY RESIDENTIAL PURCHASE CONTRACT

Between

	THE SELLEN	anu	THE BOTEN	
Name_	JONN ELSDON TEGHTMEYER	Name	Patricia Van	Sickle
Name_		Name	Brett Van Si	ckle
1.1	THE PROPERTY The Property is:			
	(a) the land and buildings, excluding all mines and Legal description:	minerals, located at:		
	QuarterSection	Township	Range	W of Meridiar
	Plan 8556CI			
	Other:			
	Land size:(hectares)	0.18 (acres) mor	e or less LINC:0	037 202 181
	Municipal address: 47 Bracken Road			
		,		mor omo
	Bragg((municipality)	Creek	, Alberta	(postal code)
	Rural address identifier:		Subdivision name:	
	Or,			
	If a bare land condominium unit, condominium of Condominium Property Schedule, selected as (b) these unattached goods Dishwasher, Dryer, Gas Range, Refr	attached in clause 9.1 be	elow.	
	(c) the attached goods except for			
2.	PURCHASE PRICE AND COMPLETION	DAY		
2.1	The Purchase Price is \$ 888,888.00			
	The Purchase Price includes any applicable Goods	and Services Tax (GST)		
	This contract will be completed, the Purchase F	Price fully paid and vac		he buyer at 12 noon or (Completion Day)
	The seller represents and warrants that on Comple contract was accepted and the attached and unatta	tion Day, the Property w	II be in substantially the sar	
3.	GENERAL TERMS			

- 3.1 In fulfilling this contract, the seller and buyer agree to act reasonably and in good faith and agree that:
 - (a) unless the seller, buyer or both have agreed to alternate representation, the seller and buyer are each represented by their own sole agent and those agents have no agency responsibility to the other party;
 - (b) the laws of Alberta apply to this contract;
 - (c) Alberta time applies to this contract. Time is of the essence, which means times and dates will be strictly followed and enforced;
 - (d) Business Day means every day but Saturday, Sunday and statutory holidays and includes all the hours of the day;
 - (e) a reference to the seller or buyer includes singular, plural, masculine and feminine;
 - the seller will disclose known Material Latent Defects. Material Latent Defect means a defect in the Property that is not discoverable through a reasonable inspection and that will affect the use or value of the Property;

AREA©77CLDA 2017Mav







- (g) the seller and buyer are each responsible for completing their own due diligence and will assume all risks if they do not;
- (h) the seller will ensure the seller's representations and warranties are true by:
 - (i) reviewing documents such as a Real Property Report (RPR), land title and registrations on title;
 - (ii) determining non-resident status for income tax purposes and determining any dower rights; and
 - (iii) doing other needed research;
- (i) the buyer will ensure the buyer's representations and warranties are true by determining ability to purchase land under the Foreign Ownership of Land Regulations (Alberta);
- (j) the buyer may get independent inspections or advice on items such as condominium documents, RPR for a bare land condominium unit, land title, registrations on title, current and future use, buildings and mechanical systems, property insurance, title insurance, size of the land and buildings, interior and exterior measurements and other items important to the buyer;
- (k) sections 12 and 13 of the Condominium Property Act (Alberta) relating to sale of units by developers and rescission of purchase agreement do not apply;
- (I) contract changes that are agreed to in writing will supersede the pre-printed clauses;
- (m) the seller and buyer will read this contract and seek relevant advice before signing it;
- (n) the brokerages, real estate board and listing services may keep and disclose relevant information about this transaction for reporting, statistical, property evaluation and closing purposes; and
- Sellers brokerage will provide this contract and related documents (o) the (seller's or buyer's) to the appointed lawyers for the purpose of closing this contract.

1	-	20		
4.		PO	-51	TS

- 4.1 The seller and buyer agree that clauses 4.2 through 4.8 are the terms of trust for the deposits.
- RE/MAX REALTY PROFESSIONALS 4.2 The seller and buyer appoint _ as trustee for the deposit money.
- 50,000.00 , which will form part of the Purchase Price, to the 4.3 The buyer will pay a deposit of \$ Bank Draft or Wire Transfer 02/03/2022 trustee by . on or before (method of payment) The buyer will pay an additional deposit of \$_ _, which will form part of the Purchase Price, to the 4.4 trustee by _ , on or before

(method of payment) If the buyer fails to pay a deposit by the agreed date, the seller may void this contract at the seller's option by giving the buyer 4.5 written notice. The seller's option expires when the seller accepts a deposit, even if late.

- 4.6 The trustee will deposit all deposits into a trust account within three Business Days of receipt.
- 4.7 Interest on the deposits will not be paid to the seller or buyer.
- 4.8 The deposits will be held in trust for both the seller and buyer. Provided funds are confirmed, the deposits will be disbursed, without prior notice, as follows:
 - (a) to the buyer, if after this contract is accepted:
 - (i) a condition is not satisfied or waived in accordance with clause 8.4;
 - (ii) the buyer voids this contract for the seller's failure to provide a Dower Consent and Acknowledgment form in accordance with clause 7.1(b);
 - (iii) the seller voids this contract for the buyer's failure to pay a deposit; or
 - (iv) the seller fails to perform this contract;
 - (b) to the seller, if this contract is accepted and all conditions are satisfied or waived and the buyer fails to perform this contract;
 - (c) applied against the Fee owed by the seller by payment directly out of trust to the brokerage(s), with any excess amount paid in trust to the seller's lawyer no later than three Business Days prior to the Completion Day. Fee means the amount, plus GST, owed to a real estate brokerage under a written service agreement.
- The disbursement of deposits, as agreed to in this section, will not prevent the seller or buyer from pursuing remedies in section 12. 4.9

LAND TITLE

- Title to the Property will be free of all encumbrances, liens and interests except for:
 - (a) those implied by law;
 - (b) non-financial obligations now on title such as easements, utility rights-of-way, covenants and conditions that are normally found registered against property of this nature;
 - homeowner association caveats, encumbrances and similar registrations; and
 - (d) items the buyer agrees to assume in this contract.

REPRESENTATIONS AND WARRANTIES

- The seller represents and warrants to the buyer that:
 - (a) the seller has the legal right to sell the Property;
 - (b) the seller is not a non-resident for the purposes of the *Income Tax Act* (Canada);
 - (c) no one else has a legal right to the included attached and unattached goods;

AREA©77CLDA 2017Mav

Seller's Initials











- the current use of the land and buildings complies with the existing municipal land use bylaw and any restrictive covenant on
- the location of the buildings and land improvements:
 - is on the land and not on any easement, right-of-way or neighbouring lands unless there is a registered agreement on title or, in the case of an encroachment into municipal lands or a municipal easement or right of way, the municipality has approved the encroachment in writing; and
 - complies with any restrictive covenant on title and municipal bylaws, regulations and relaxations, or the buildings and improvements are "non-conforming buildings" as defined in the Municipal Government Act (Alberta);
- known Material Latent Defects, if any, have been disclosed in writing in this contract; and
- any government and local authority notices regarding the Property, and lack of permits for any development on the Property, known to the seller have been disclosed in writing in this contract.
- 6.2 The buyer represents and warrants to the seller that the buyer is eligible to purchase "controlled land" as defined in the Foreign Ownership of Land Regulations (Alberta).
- 6.3 The representations and warranties in this contract:
 - (a) are made as of, and will be true at, the Completion Day; and
 - will survive completion and may be enforced after the Completion Day as long as any legal action is commenced within the time limits set by the Limitations Act (Alberta)

7.	D	O)	w	Е	Е

7.1		seller represents and warrants to the buyer that no spouse has dower rights in the Property. Otherwise, if dower rights do ly, the seller will:
	(a)	have the non-owner spouse sign this contract; and
	(b)	provide a completed Dower Consent and Acknowledgment form to be attached to and form part of this contract on or before
	con	e seller fails to provide the completed Dower Consent and Acknowledgment form by the agreed date, the buyer may void this tract at the buyer's option by giving the seller written notice. The buyer's option expires when the seller delivers the Dower sent and Acknowledgment form, even if delivered late.
B.	CO	NDITIONS
3.1	The	seller and buyer will:
	٠, ,	act reasonably and in good faith in trying to satisfy their own conditions, including making reasonable efforts to fulfill them; and pay for any costs related to their own conditions, except for the providing of documents in the Condominium Documents Condition.
3.2	Buy	ver's Conditions
	The	buyer's conditions are for the benefit of the buyer and are:
	(a)	Financing
		This contract is subject to the buyer securing new financing, not to exceed80% of the Purchase Price from a lender of the buyer's choice and with terms satisfactory to the buyer, before6:00pm. onFebruary11th, 20_22(Condition Day). The seller will cooperate by providing access to the Property on reasonable terms.
	(b)	Property Inspection
		This contract is subject to the buyer's satisfaction with a property inspection, conducted by a licensed home inspector, before 6:00 p.m. on February 11th , 2022 (Condition Day). The seller will
		cooperate by providing access to the Property on reasonable terms.
	(c)	Condominium Documents
		This contract is subject to the buyer's satisfaction with a review of the Documents beforem. on, 20 (Condition Day), on the terms in the Country Residential
		Purchase Contract Condominium Property Schedule, selected as attached in clause 9.1.
	(d)	Sale of Buyer's Property

(f) Septic System

(e) Water

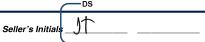
This contract is subject to the buyer's satisfaction with a review of a septic system inspection, performed by an inspector of the buyer's choice, before 6:00 p.m. on _ February 11th . 20 22 (Condition Day). The seller will cooperate by providing access to the Property on reasonable terms.

(Condition Day), on the terms in the Sale of Buyer's Property Schedule, selected as attached in clause 9.1.

This contract is subject to the buyer's satisfaction with the source and flow rate of the water supply and a review of well and water

(Condition Day). The seller will cooperate by providing access to the Property on reasonable terms.





This contract is subject to the sale of the buyer's property before _

reports prepared by an inspector of the buyer's choice, before ___6:00 ___p_.m. on _



.m. on





	5-3
Page 33 of 2022AP03	58
Contract Number	

	(g)	Country Reside	ential Purch	ase Contract Pro	perty Schedule			
		This contract is	subject to the	buyer's satisfact	ion with the informati	on in the Country R	esidential Purchase (
		(Condition Day)	ted as attach L. The seller	ed in clause 9.1, b will cooperate h	pefore 6:00 p	m. on <u>+</u> pleted_schedule_in	rebruary icluding any indicated	<u>11th</u> , 20 <u>22</u> d water and well
		reports, before	6:00 r	2m. on	February	4th , 20 22	!	a water and wen
	(h)	Subdivision Pla						
			subject to the	ne buyer's satisfa	ction with a review o	of a subdivision pla	n for the Property be he seller will coopera	efore
		true copy of the			, 20	(Condition Day).	ne seller will coopera	te by providing a
	(i)	Additional Buy	er's Conditi	ons				
		before	m. c	on		, 20	(Condition Day).	
3.3	Sel	ller's Conditions	;					
	The	e seller's condition	ns are for the	benefit of the sel	ler and are:			
			m. or	l		, 20	(Condition Day).	
3.4		ndition Notices						
		ch party will give t			or before its Conditi	on Day If not this o	ontract will end after t	he time indicated
	(a)	for that Condition		ved of satisfied of	Tor before its conditi	on Day. II not, tills c	ontract will end after t	ne time maicated
	(b)	a condition will i	not be waived	d or satisfied prior	to its Condition Day.	This contract will e	nd upon that notice b	eing given.
9.				DITIONAL TE				
9.1	The	e selected docum	ents are atta	ched to and form	part of this contract:			
		Financing Sched	ule (Seller Fi	nancing, Mortgag	e Assumption, Other	Value)		
		Tenancy Schedu	le					
		Manufactured Ho	me Schedule	Э				
		Sale of Buyer's F	roperty Sche	edule				
	X	Country Residen	tial Purchase	Contract Propert	y Schedule			
	_	-		·	r ninium Property Sche	edule		
		Addendum			······			
	_	Other						
9.2			um unit con	tributions and fe	es			
					rified by the buyer:			
				-	•	\$; and
	(b)	the total current	monthly fee	for any non-titled,	assigned or leased	areas is: \$		
9.3		ner terms:						
		Seller will prough.	rovide ac	cess to unit	at least 24hrs	prior to posses	ssion for final	walk-
		_						
		Seller will h d leave recei			y cleaned(clean	er or maid serv	vice) prior to p	ossession
				 ·				
10.	CL	OSING PROC	CESS					
Closi	ing D	Oocuments						
10.1							wyer upon reasonable fore the Completion	

confirmation of registration of documents at the Land Titles Office, obtain the advance of mortgage financing and verify the transfer of other value items.

AREA©77CLDA_2017May Seller's Initials











Page 34 of

10.2 Closing documents will include an RPR showing the current improvements on the Property according to the Alberta Land Surveyors' Association Manual of Standard Practice, with evidence of municipal compliance or non-conformance and confirming the seller's warranties about the land and buildings. This obligation will not apply if there are no structures on the land. The buyer or buyer's lawyer must have a reasonable time to review the RPR prior to submitting the transfer documents to the Land Titles Office.

Payments and Costs

- 10.3 The buyer will pay the Purchase Price by lawyer's trust cheque or bank draft.
- Regardless of when a resolution for a special assessment contribution states that a levied payment is due and payable:
 - (a) the seller is responsible for special assessment payments passed by a resolution on or before 12 noon on Completion Day and will make such payments on or before Completion Day; and
 - the buyer is responsible for special assessment payments passed by a resolution after 12 noon on Completion Day.
- 10.5 Items such as real estate property taxes, local improvement fees, utilities, rents, security deposits, statutory interest on security deposits, mortgage interest, homeowner association fees and monthly condominium contributions will be the seller's responsibility for the entire Completion Day and thereafter assumed by the buyer.
- The seller's lawyer may use the Purchase Price to pay and discharge all of the seller's financial obligations related to the Property. The seller's lawyer will provide the buyer's lawyer, within a reasonable time after Completion Day:
 - (a) evidence of all discharges including, where required, a certified copy of the certificate of title; and
 - (b) if the Property is a bare land condominium unit, an estoppel certificate, effective as of Completion Day, verifying payment of all applicable condominium contributions.
- If the seller has entered into a written service agreement with a real estate brokerage, the seller instructs the seller's lawyer to 10.7 honour the terms of that agreement, including the Fee and other costs payable to the seller's brokerage.
- The seller will pay the costs to prepare the closing documents, including an RPR where required, costs to end an existing tenancy of the Property and provide vacant possession to the buyer, and costs to prepare, register and discharge any seller's caveat based on this contract.
- The buyer will pay the costs to prepare, register and discharge any buyer's caveat based on this contract and to register the transfer of land.

Closing Day Delays

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

INSURANCE

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

REMEDIES

- If the seller or buyer fails or refuses to complete this contract, the other party may seek all remedies, such as claims for deposits and damages, and reasonable costs including legal fees and disbursements on a solicitor/client full indemnity basis.
- On buyer default, if the seller must restore the Property title, enforce a lien against the Property or regain possession of the Property, the seller may seek costs and other remedies.
- The seller and buyer agree that the Property is unique. On seller default, the buyer may make a claim for specific performance and other remedies.

NOTICE AND DOCUMENTS

Seller's Initials

- A notice under this contract means a written document, including notices required by this contract, and this contract when accepted.
- 13.2 A notice is effective at the time the document is delivered in person or sent by fax or email.
- Giving notice means the document is transmitted by one of these methods, and regardless of the method, the notice document is recognized as an original document.
- 13.4 For documents that require a signature, an electronic signature, as defined in the Electronic Transactions Act (Alberta), or a digitized signature will have the same function as an ink signature.

Buver's Initials

AREA©77CLDA 2017Mav



	B-3
Page 35 2022AP03	of 58
Contract Number	

14.1 The seller and buyer may each authorize a representative to send and receive notices as notices will be effective upon being delivered in person or sent by fax or email to the authorize.						nce authorized	
	The seller authorizes:	The buye	er authoriz	es:			
	Seller's Brokerage:	Buyer's	Brokerag	e:			
	Name: RE/MAX REALTY PROFESSIONALS	_ Name: _		EXP REA	ALTY		
	Address: #10, 6020 - 1A STREET S.W.	_ Address:					
	CALGARY AB T2H 0G3		CZ	ALGARY	AB	T2X3V1	
	Brokerage Representative:	Brokeraç	ge Repres	entative:			
	Name: Kathleen E. Burk	_ Name: _		Andrew P	ohlod		
	Phone:403-259-4141	_ Phone: _	403-	461-5169			
	Fax:						
	Email:kathleenburk@remax.net	_ Email:	a	ndrew.pohlod@ex	oprealty.	om	
14.2	If the seller or buyer does not authorize a brokerage, then:						
	The seller authorizes:						
	The buyer authorizes:						
14.3	If the authorization information changes, the seller and buy				narty as sooi	n as the change	
	is known so that future notices may be sent to the proper p				party ao oooi	rao ino onange	
15.	CONFIRMATION OF CONTRACT TERMS						
15.1	The seller and buyer confirm that this contract sets out all Property and that:	the rights an	d obligatio	ns they intend for t	he purchase	and sale of the	
	(a) this contract is the entire agreement between them; ar	nd					
	(b) unless expressly made part of this contract, in writing:						
	(i) verbal or written collateral or side agreements or a seller's or buyer's brokerage or agent, have not a						
	(ii) any pre-contractual representations обычатаптіеs	s, howsoever	made, tha	t induced either the	seller or bu	yer into making	
	this contract are of no legal force or effect.			Authorisission		Natherdisson	
	Seller initials		Buyeri	nitials		BV	
16.	LEGAL OBLIGATIONS BEGIN						
16.1	The legal obligations in this contract begin when the accepte bind the seller and buyer as well as their heirs, administrate				fax or email.	The obligations	
17.	OFFER						
17.1	The buyer offers to buy the Property according to the terms	s of this contr	act.				
17.2	This offer/counter offer will be open for written acceptance u	until		6		<u> </u>	
	on				31st	,20_22	
Signe	d and dated at, Alberta at	7:01 PM	m. on	01/30/22		, 20	
<i>السنو</i>							
Buyer	Signature Trish Vansickle Witness Signature			Witness Name (prir	nt)		
O:	al and alaka alak	6:59 PM		01/30/22		00	
_	ed and dated at, Alberta at	over extrem comm. 10 Bit 15	m. on			, 20	
	t Vansickle						
Buyer	Signature Brett Vansickle Witness SignatureDS			Witness Name (prir	nt)		
AREA©	77CLDA_2017May Seller's Initials		Buyer's	Initials	BV	Page 6 of	



Country Residential Purchase Contract

B-3	
Page 36 of 58 2022AP03	
Contract Number	

18. ACCEPTANCE				
18.1 The seller agrees to sell the Property a	according to the terms	of this contract.		
Signed and dated atKimberley BC	, Alberta at	m. on	1/30/2022 8:17 P	M MST ,20
John Teglitmeyer				
	Witness Signature		Witness Name (print)	
Signed and dated at	, Alberta at	m. on		, 20
Seller Signature	Witness Signature		Witness Name (print)	
Non-owner spouse signature (when dower Kimberley BC	rights apply):		1/30/2022 8:19 PM	MST
Signedandidated at	, Alberta at	m. on		, 20
Mya teglitmeyer			Mya Teghtmeyer	
Non-Owner Spouse Signature		Non-Owner Spouse	Name (print)	
Witness Signature		Witness Name (print	;)	
Date: Seller: CONVEYANCING INFORMATION				Trish Vansickle
Seller's Information:		Buyer's Informati	on:	
Address		Address		
PhoneFax				
Email		Email		
Lawyer Name		_ Lawyer Name		
Firm		Firm		
Address				
PhoneFax _		Phone	Fax	
Email		Email		





<u>Cover Letter regarding the Application submitted to Rocky View County for 47 Bracken Rd Bragg</u> Creek AB T0L0K0

June 7, 2022

We understand that we are required to submit an application to apply for a development permit to be able to use this existing home and rent it out for short term vacation rentals. We would like to operate this with the guidance of Airbnb. We will have tight rules and regulations set for the tenants. Such as no pets, max number of guests (8), strict sound/noise rules, no parties etc. We will personally vette the renters to ensure that they meet our requirements. Hoping to cater to golfers, cyclists, and hikers. We have a local cleaner that will be taking care of the property and her husband will attend to any needs on site. Both of my son's are also within 30 minutes to the property and can attend whenever required. We intend to be very committed to ensuring this property being rented is of little to no inconvenience to the properties around it.

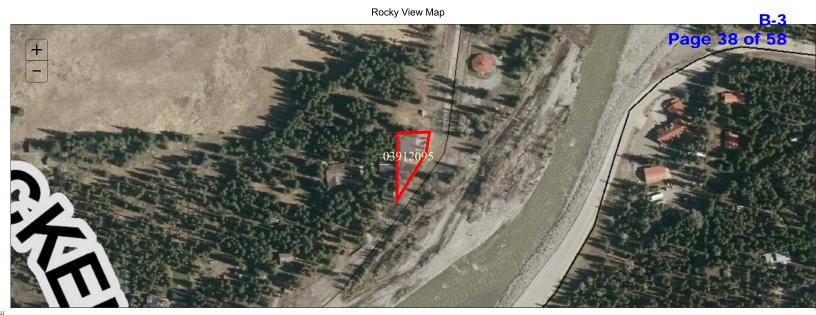
Brett and I currently live on Brantford, Ontario, Canada. I am employed with the Electrical Safety Authority and Brett is a financial advisor. We have two sons that live in Alberta. One in Cochrane and one in Mackenzie Lake. Our third son currently lives in Ontario, and he has been offered a position in Calgary and has intentions to move there later this year. That all being said, my husband and I have always known we would eventually relocate to Alberta. I happened upon this beautiful home in Bragg on the realtor site and instantly fell in love with it and the area in which is sits. We jumped on this home because we felt it was a once in a lifetime opportunity to own a property like this. Being able to AirBnb this property allows us the opportunity to afford to own this while we settle our lives in Ontario and prepare to relocate to Bragg Creek in the next 2-4 years. We thought that for the intern we would rent this property out as a short-term rental site as well as using it for ourselves the 6-12 weeks a year that we intend on spending there. So, we have a good home base for when we are out to visit and spend time with our kids. To have this application granted, we would be grateful and be able to move forward with those plans. Then within a couple of years, relocate fully from Ontario to Bragg Creek.

There will be no structural changes to the property at all. The building remain as is and used as is.

Please consider this application and understand our intentions as set out above.

Thank you,

Brett & Trish Van Sickle



Summary						
Roll Number	03912095					
Legal Desc	NW-12-23-05-W05M					
Divison	01					
Lot Block Plan	Lot:8 (East Pt.) Plan:8556 Cl					
Linc Number	37202181					
Title Number	161143765					
Parcel Area	0.18000					
Municipal Address	47 BRACKEN RD					
Contact Information	Teghtmeyer, Jonn Elsdon	0000000000000 00000000000000 000000000				
Land Use Information	R-URB					
Plan						

Planning Applications Information

{There is no related Application}

Area Structure Plan

Plan Name

Greater Bragg Creek

RV Number

Conceptual Scheme

{There is no related Conceptual Scheme}

Permit

Building Permit

Permit Number Permit Type PRBD20161277 Building PREL20161278 Electrical PRPL20161279 Plumbing PRGS20161280 Gas PRPS20161281 Private Sewage PREL20160155 Electrical PRPRE20220731 Pre-Application

Date Issued Mon Jul 25, 2016 Mon Jul 25, 2016 Mon Jul 25, 2016 Mon Jul 25, 2016 Wed Jun 29, 2016 Tue Jan 19, 2016

Development Permit Information

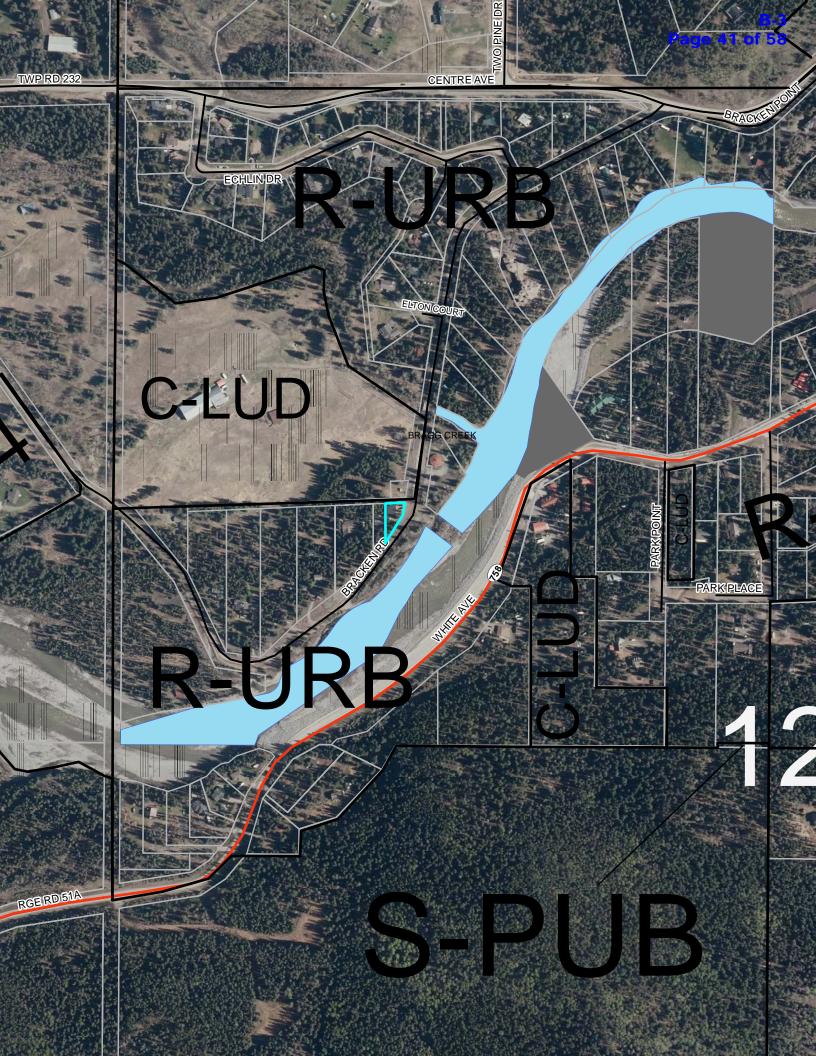
Closest Confined Feeding Operation

Permit Number PRDP20152194 Date Issued December 8, 2015 B-3 Page 39 of 58

					Alert			
Department	Issued By AltheaP	Date Issued April 18, 2017	Date Closed April 18, 2017	Status C	Reference No.	Description Stamp of Compliance is	ssued	Severit
		2017	2017		Geospatial Bound	lary		
Boundary						Category		
Division						1		
Area Structu	re Plan					Greater Bragg Creek		
Conceptual S	Scheme					No Conceptual Sche	me	
IDP						No IDP		
Airport Vincir	nity					No APVA		
Engineer						Zaman Eftekhar		
Water Coop						No Water Coop		
Gas Coop So	ervice					ATCO GAS		
No.of Lots W	/ithin 600 M					113		
No.of App S	ubdiv Within 600 M					0		
Developed R	Road Allowance					Yes		
Riparian Are	a					Yes		
School						No School Boundary		
Recreation						Rocky View West		
Fire District						REDWOOD		
Primary Fire	Station					120		
Secondary F	Fire Station					101		
Tertiary Fire	Station					102		
					Geospatial Adjace	ency		
Boundary			Cate	gory			Distance	
Closest High	ıway		SECH	HWY758 R	OCKYVIEW		134.69	
Closest Grav	vel Pit		Copit	horne Pit			10808.05 M	
Sour Gas			No So	our Gas Pi	pe passes		From closest sour pipe:9148.12 M	
Closest Road	d Name		BRAC	CKEN RD(Surface Type:ChipSe	eal)	7.52 M	
Closest Rail\	way		CPR				21726.12 M	
Closest Wes	tern Irrigation Districts		Withir	10Km				
Closest Was	te Water Treatment		Withir	n 10Km			222.5 M	
Closest Was	te Transfer Site		Bragg	g Creek			2300.53 M	
Closest Mun	icipality		TSUL	JT'INA NA	ΓΙΟΝ RESERVE		1280.86 M	
01 10	fined Feeding Operation						642 82 M	

642.82 M

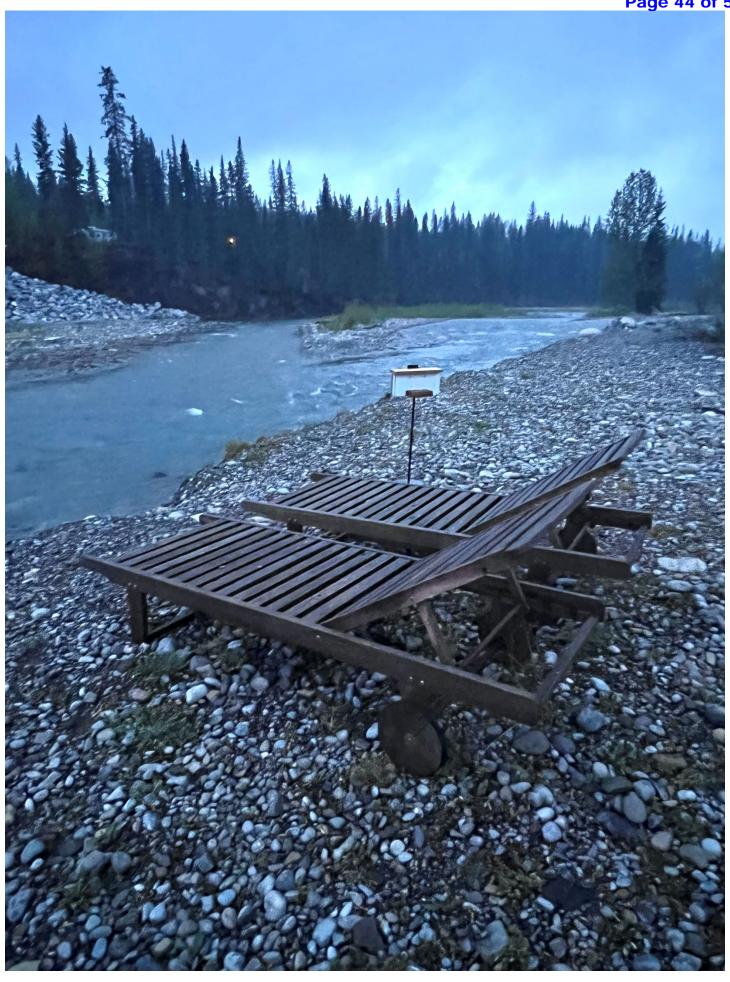


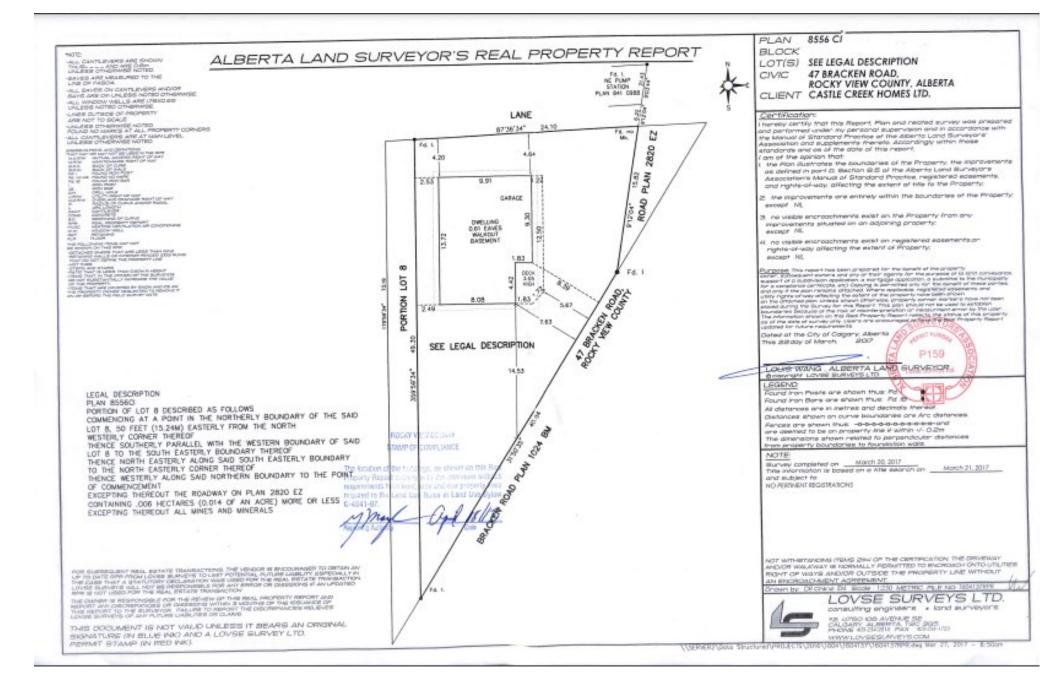










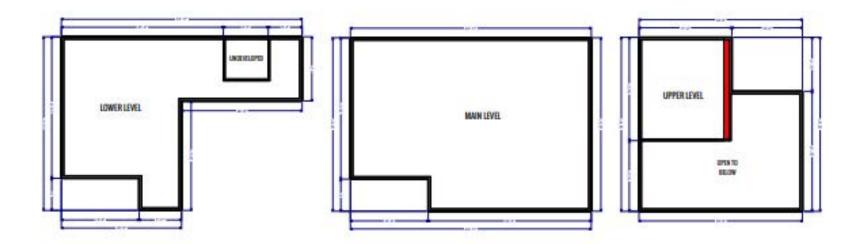


47 BRACKEN ROAD, BRAGG CREEK

MAIN - 1369.04 Sq.ft. / 127.18 m2 UPPER - 306.11 Sq.ft. / 28.43 m2 LOWER - 909.67 Sq.ft. / 84.50 m2 RMS TOTAL - 2584.82 Sq.ft. / 240.12 m2

DETACHED SINGLE FAMILY
"RECA RMS MEASUREMENTS TAKEN TO EXTERIOR OF FOUNDATION

KATHLEEN BURK RE/MAX REALTY PROFESSIONALS JAN. 21, 2022







MEASUREMENTS REPORT

Address Date Name Email Phone 47 Bracken Road, Bragg Creek, AB Jarvasry 21, 2022 Kathleen Burk | Re/Max Realty Professionals kathleenburk@remax.net 403.828.8009

FLOOR TOTALS

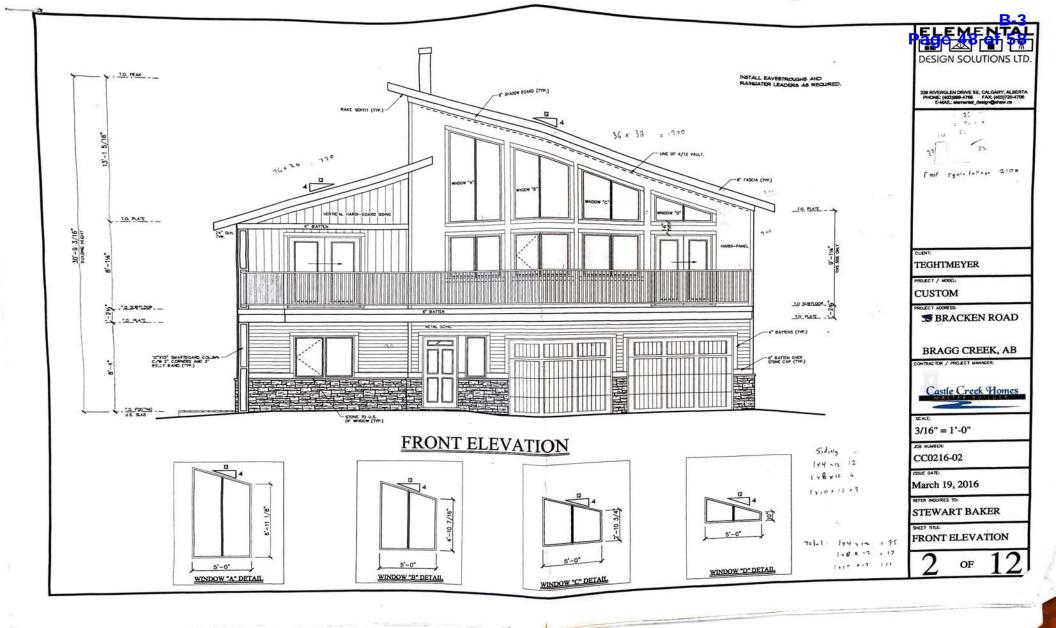
Main Level Upper Level Lower Level Finished Lower Additions 1969.04 soft / 127.18 m2 506.11 soft / 26.45 m2 909.67 soft / 64.50 m2 846.67 soft / 79.65 m2 000.00 soft / 00.00 m2 Total Size Total voltasement Order Procedure Exterior Wall Size Order Type 2584.82 soft / 240.12 m2 000.00 soft / 00.00 m2 RECA RMS 2 X 6 Detached Single Family

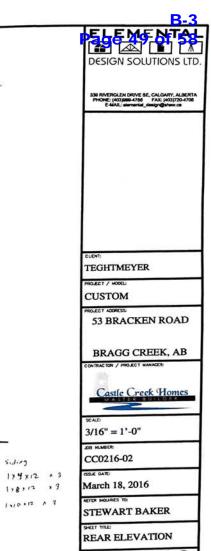
POF I DIMENSIONS

Kitchen	12'10" X 12'2" ft/m	M	Loundry	11'0" X 5'6" ft/in	1
Dining Area	30'0" X 9'2" ft/lin	54	Storage Room	0'0" X 0'0" ft/in	MA
Living Room	19'8" X 12'8" ft/in	M	Utility Room	8'0" X 7'4" ft/is	4.
Den / Office	0'0" x 0'0" ft/in	NA	Deck	44'9" X 4'4" ft/in	246
Family Room	25'4" X 14'0" ft/in	L	Deck	13'0" X 10'4" ft/in	4
Foyer	12°10° X 7'0° ft/in	1	Patio	0'0" X 0'0" ft/in	MA
Loft	18'8" X 16'4" ft/In	U	Porch	0'0" X 0'0" ft/in	MA
Rec Room	0"0" X 0"0" ft/in	MA	Garage	21'6" X 19'6" ft/in	M

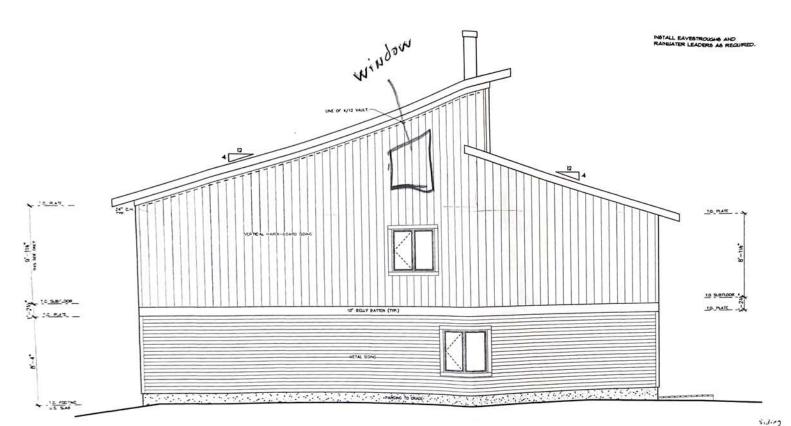
LEDECOM DIMENSIONS

Primary Bedroom	14'6" X 14'0" ft/in	M	Bedroom Five	0°0" X 0°0" ft/m	NA.
Bedroom Two	13'0" X 9'6" ft/in	M	Bedroom Six	0.0. X 0.0. U/VP	NA
Resiliences Thomas	A 1150 M BOOK BURN.	4.4	Bardonson Savara	DOING MICHORS BYANK	34.6

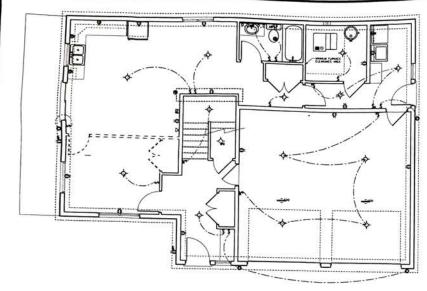




OF



REAR ELEVATION

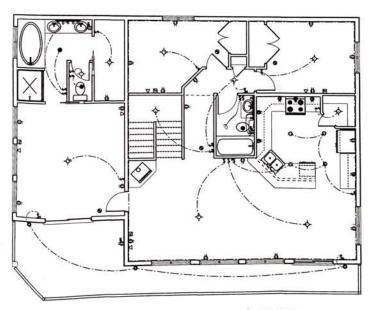


FOUNDATION ELECTRICAL PLAN

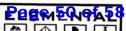
ELECTRICAL PLANS ARE CONCEPT ONLY. PLACE ELECTRICAL PANEL AS REQUIRED BY SERVICE LOCATION.

ELECTRICAL LEGEND:

ELECTRICAL	SYMBOL	ELECTRICAL	SYMBOL
pendent light	0	ten	9
chandeller	0%0	light	4
fluorescent fixture		outlet	4
pot light	0	outlet 220v	6
track light	000	outlet gri	do
vanity bar light	00000	pull chain light	-0=
electrical panel	17777	enoke/CO detector	•
LAN connection	∇	aplit receptacle	•
cable tv outlet	re re	sultch	\$
dimmer switch	\$ _{OM}	sulich 3 may	\$,
witch double	\$ _e	telephone	¥
witch with outlet	d _s	sell nount light	0



MAIN FLOOR ELECTRICAL PLAN



DESIGN SOLUTIONS LTD.

200 RIVEROLEN DRIVE SE, CALQUITY, ALBERTA PHONE: (402)980-1788 FAX: (403)720-4708 E-MAL: stormanding-Gradual

CLEN

TEGHTMEYER

PROJECT / MODEL:

CUSTOM

PROJECT ADDRESS:

53 BRACKEN ROAD

BRAGG CREEK, AB

CONTRACTOR / PROJECT MANAGER:



SCALE

1/8" = 1'-0"

JOB NUMBER:

CC0216-02

ISSUE DATE:

March 18, 2016

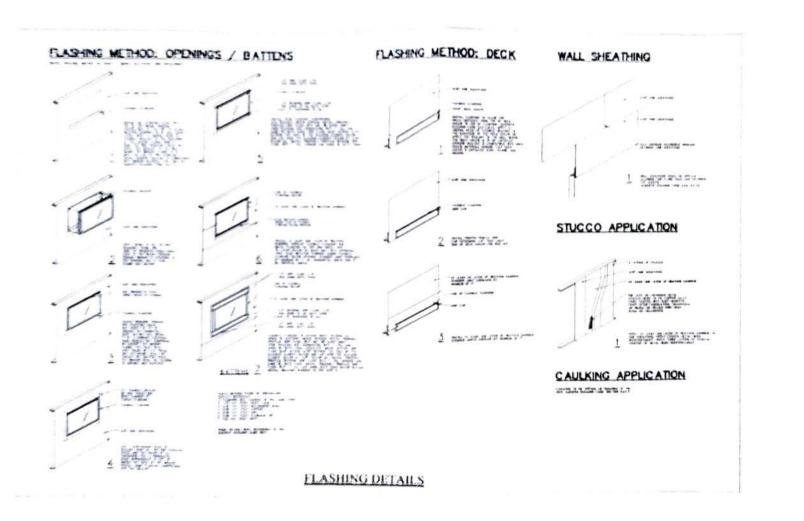
REFER MOURIES TO:

STEWART BAKER

HOET TITLE:

ELECTRICAL PLANS

of 1





53 BRACKEN ROAD

BRAGG CREEK, AB

Castle Creek Homes

NTS

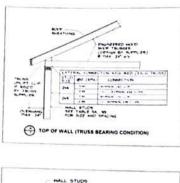
CC0216-02

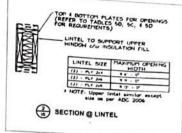
March 18, 2016

STEWART BAKER

INSTALL DETAILS

Page 52 of 58

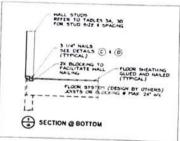


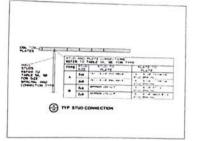


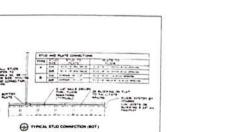




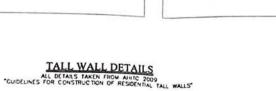
DIS RIVERGLEN DRIVE BE, CALGARY, ALBERTA
PHONE, (ACT) 1998-1706 FAX, (ACT) 1700-1706
E-MALL commental descriptions (SE

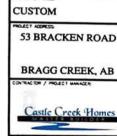












TEGHTMEYER

NTS

SIGNAL GO.

CC0216-02

GSLE DATE

March 18, 2016

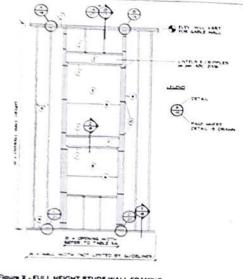
RETER NOVAES TO:

STEWART BAKER

HIT THE

TALL WALL DETAILS

0 of 12



SECRET FOR FORMER & A SETTE TO FACE TO

KEYNOTES FOR FIGURES X

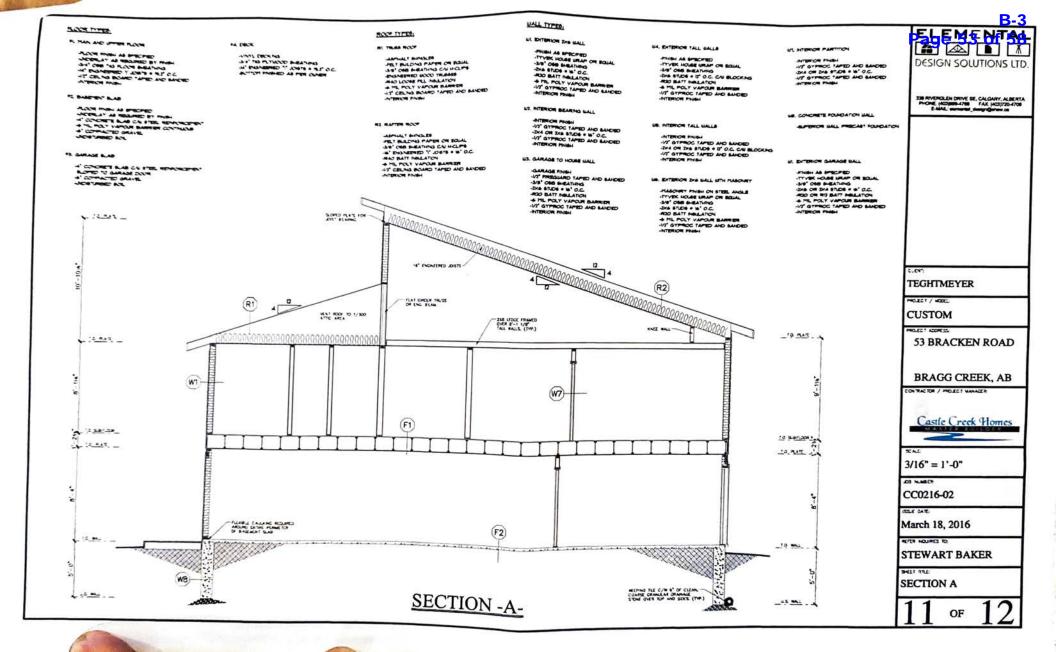
1 SOURT BALL TOP PLATS TO MATCH STUD SIT.

2 1-7700 PROFE UNTIL

3 1-7700 PROFE UNTIL

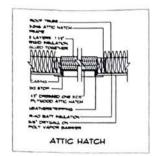
5 1000 PROFE

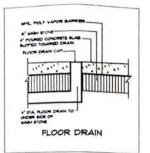
5 1000 PROF



SYMBOL LEGEND

- THE FLOOR DRAN
- + HOSE 818
- O RADON DECOMPRESSON CAP
- THE MOTEUS TON AS
- CECOETIC ELEVATION POINT
- AR CONDITIONING PLINEING
- PONT LOAD FROM ABOVE



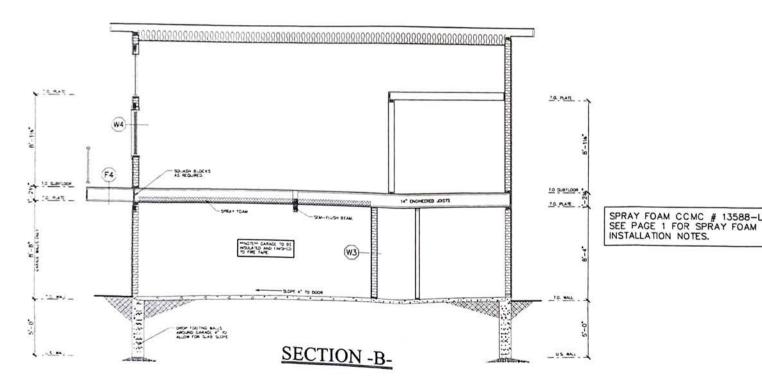


RADON GAS INTRUSION PREVENTION

- -VAPOUR BARRIER UNDER SLAB TO BE CONTINUOUS UNDER ALL COLUMNS AND BEARING WALLS AND OVER FOOTINGS.
- -ALL PROTRUSIONS THROUGH UNDER-SLAB VAPOUR BARRIER MUST BE SEALED TO SLAB WITH FLEXIBLE SEALANT.
- -ALL BUCKS, SUMPS AND ROUGH-INS IN BELOW-GRADE WALLS AND FLOOR SLABS MUST HAVE A TICHT-FITTING UD WITH WEATHERSTRIPPING.
- -SLAB MUST BE SEALED TO WALL WITH FLEXIBLE SEALANT AROUND ENTIRE PERIMITER.
- -RADON DECOMPRESSION CAP MUST BE LOCATED AND LABELLED AS PER ABC 2104 SECTION 9.13.4.

DESIGN SOLUTIONS LTD

DIR RIVERGLEN DRIVE SE, CALGARY, ALBERTA PHONE (407)998-4766 FAX: (403)770-4706 E-MAL semental_design@shew.cs



C.ENT

TEGHTMEYER

PROJECT / MODEL

CUSTOM

PROJECT ACCRESS

53 BRACKEN ROAD

BRAGG CREEK, AB

CONTRACTOR / PROJECT MANAGER



XAL

3/16" = 1'-0"

SO NIMBER

CC0216-02

SSLE DATE

March 18, 2016

RETER MOURES TO

STEWART BAKER

Sett Her

SECTION B

2 of 12

-8" FASCIA (TVP.) HARD-FAND + :0 m 70031 HARDI-PANEL 10 s.m.ace LA SEAST _ IS BULL BATTON (TYP) WITE SONG Trick to contact the first

LEFT ELEVATION

INSTALL EAVESTROUGHS AND RANHATER LEADERS AS REQUIRED. DESIGN SOLUTIONS LTD

339 RIVERGLEN DRIVE SE, CALGARY, ALBERTA
PHONE: (403)999-1766 FAX: (403)720-1706
E-MAL: elemental_design@snew.cs

TEGHTMEYER

PROJECT / MODEL:

CUSTOM

PROJECT ADDRESS

53 BRACKEN ROAD

BRAGG CREEK, AB

CONTRACTOR / PROJECT MANAGER

Castle Creek Homes

3/16" = 1'-0"

JOB MUNBER:

CC0216-02

1,4,12 ,15

1 > 8 x 12 x 4

Minis . 2

March 18, 2016

REFER MOURES TO:

STEWART BAKER

SEEL BUE

LEFT ELEVATION

INSTALL EAVESTROUGHS AND RAINWATER LEADERS AS REQUIRED. DESIGN SOLUTIONS LTD.

338 RIVERGLEN DRIVE SE, CALGARY, ALBERTA PHONE: (403)999-4786 FAX: (403)720-4706 E-MAIL: elemental_design@shew.ca

CHEM

TEGHTMEYER

PROJECT / MODEL

CUSTOM

ROJECT ADDRESS:

53 BRACKEN ROAD

BRAGG CREEK, AB

CONTRACTOR / PROJECT MANAGER

Castle Creek Homes

SCALE

3/16" = 1'-0"

JOB NUMBER:

CC0216-02

ISSUE DATE:

1x4 x 12 15

1284 12 47

1 410712 13

March 18, 2016

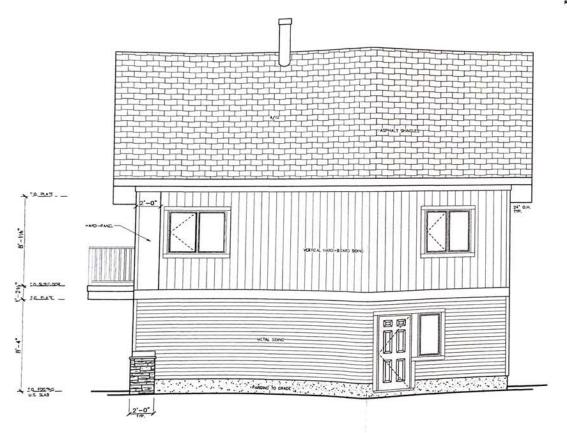
REFER INQUIRIES TO:

STEWART BAKER

SEEL LINE

RIGHT ELEVATION

5 of 12



RIGHT ELEVATION

