

Footprints County

309 MACLEOD TRAIL SW, BOX 5605, HIGH RIVER, AB T1V 1M7
 TELEPHONE (403) 652-2341 OR (403) 931-1905 FAX 403-652-7880

ROAD CLOSURE APPLICATION

SECTION A: Applicant Information

Applicant Name: Wilf + Tracy MIDDLETON

Mailing Address: _____ Town / City: _____

Postal Code: _____ Phone (daytime) _____ Fax: _____

Email: _____

Rural Address: 434233 204STW

Legal Land Description: E35-19-4-WS

Plan Number _____ Block _____ Lot _____ Roll# _____

Identify applicant property adjacent to the road allowance or road location on map below.

Signature of Applicant: _____ Date: May 20, 2024

SECTION B: Site Information

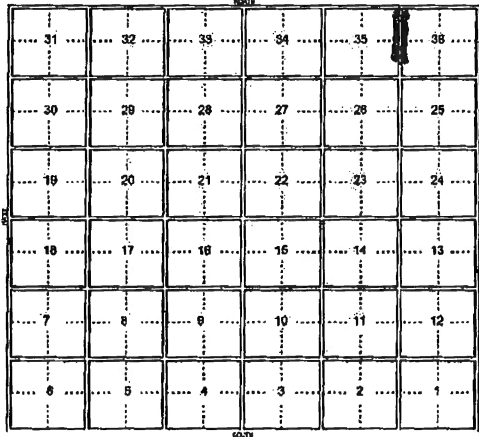
Purchase _____ Transfer _____ Licence X Other _____

Intended Land Use (i.e. grazing, cultivation, other): grazing

Quarter: _____ Section: 35 Township: 19 Range: 4 West 5 M

Boundary (north, south, east, west) Number of Acres to license/ purchase ≈ 7 acres

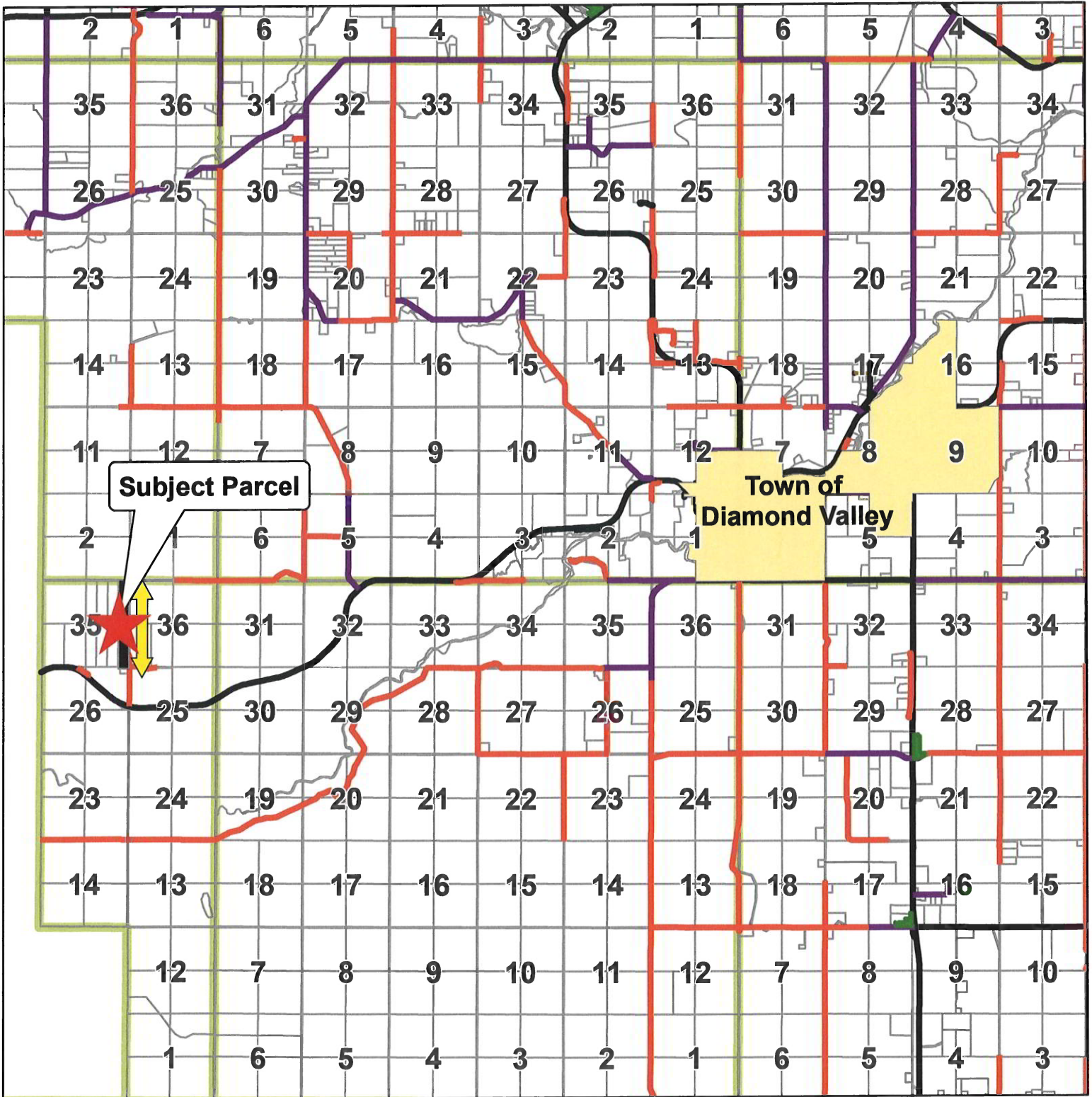
Identify road allowance or road location on map below.



For Office Use Only:

<u>Licence:</u>	New Licence	Transfer(NewLO)	Date
Filing Fee:	\$100	\$100	Receipt No: _____
Initial Application Fee:	\$200	\$160	Receipt No: _____
Final Application Fee:	\$150	\$125	Receipt No: _____
Total Due:			# of Acres: _____
<u>Purchase:</u>	Amount	Date	
Filing Fee:	\$100	Receipt No: _____	
Initial Application Fee:	\$300	Receipt No: _____	
Final Application Fee:	\$300	Receipt No: _____	
Price set by Council:		Receipt No: _____	
Landowner pays all Survey Costs			Updated March 2023

Undeveloped Road Allowance License Request
 within E 35-19-04 W5M
 Council Division 3



1:100,000

Legend

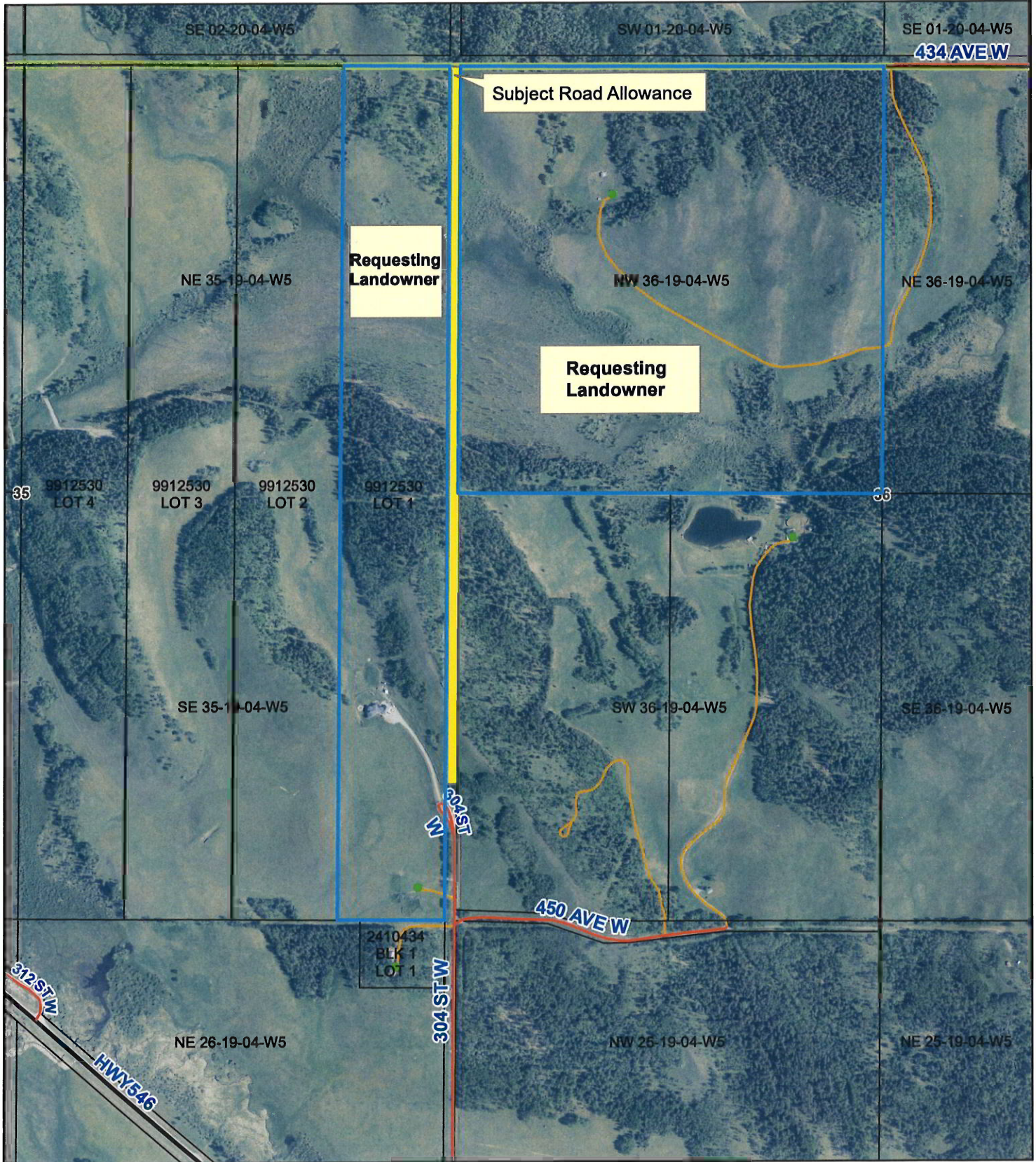
- Roads
- Highway
- Subject undeveloped Road Allowance
- Parcels
- Applicant

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Data Sources include Municipal Records and AltaLIS.
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Date Printed: 2024-12-03

E 35 -19-04 W5M - Request to License Undeveloped Road Allowance



- Legend
- Townships
 - Parcels

Not Survey Quality

Date Printed: 2025-01-14

1:10,000

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LAND TITLE CERTIFICATE

S
LINC SHORT LEGAL TITLE NUMBER
0013 736 483 5;4;19;36;NW 161 033 879

LEGAL DESCRIPTION
MERIDIAN 5 RANGE 4 TOWNSHIP 19
SECTION 36
QUARTER NORTH WEST
EXCEPTING THEREOUT ALL MINES AND MINERALS
AREA: 64.7 HECTARES (159.88 ACRES) MORE OR LESS

ESTATE: FEE SIMPLE

MUNICIPALITY: FOOTHILLS COUNTY

REFERENCE NUMBER: 021 205 058 +1

REGISTRATION	DATE (DMY)	REGISTERED OWNER(S) DOCUMENT TYPE	VALUE	CONSIDERATION
161 033 879	02/02/2016	TRANSFER OF LAND	\$1,300,000	SEE INSTRUMENT

OWNERS

MIDDLETON LAND AND CATTLE LTD.
[REDACTED]

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
221 026 793	08/02/2022	MORTGAGE MORTGAGEE - FARM CREDIT CANADA. 2ND FLOOR, 12040-149 STREET NW EDMONTON ALBERTA T5V1P2 ORIGINAL PRINCIPAL AMOUNT: \$750,000

TOTAL INSTRUMENTS: 001

(CONTINUED)

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN
ACCURATE REPRODUCTION OF THE CERTIFICATE OF
TITLE REPRESENTED HEREIN THIS 14 DAY OF
JANUARY, 2025 AT 01:13 P.M.

ORDER NUMBER: 52595653

CUSTOMER FILE NUMBER: PL1904-35E



END OF CERTIFICATE

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

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



LAND TITLE CERTIFICATE

S
LINC SHORT LEGAL TITLE NUMBER
0034 928 747 9912530;;1 111 231 825

LEGAL DESCRIPTION

PLAN 9912530
LOT 1
CONTAINING 32.4 HECTARES (80.06 ACRES) MORE OR LESS
EXCEPTING THEREOUT ALL MINES AND MINERALS

ATS REFERENCE: 5;4;19;35;E
ESTATE: FEE SIMPLE

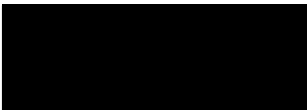
MUNICIPALITY: FOOTHILLS COUNTY

REFERENCE NUMBER: 091 305 207

REGISTERED OWNER(S)				
REGISTRATION	DATE (DMY)	DOCUMENT TYPE	VALUE	CONSIDERATION
111 231 825	12/09/2011	PLAN CORRECTION		

OWNERS
WILFRID MIDDLETON

AND
TRACY MIDDLETON
BOTH OF:



AS JOINT TENANTS

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION	DATE (D/M/Y)	PARTICULARS
NUMBER		
971 225 236	05/08/1997	UTILITY RIGHT OF WAY GRANTEE - CANADIAN WESTERN NATURAL GAS COMPANY LIMITED.

ENCUMBRANCES, LIENS & INTERESTS

PAGE 2

111 231 825

REGISTRATION
NUMBER DATE (D/M/Y) PARTICULARS

"INST TYPE CORRECTED 1 SEPT/99 BY 991253197"

991 253 241 01/09/1999 CAVEAT
RE : ROADWAY
CAVEATOR - THE MUNICIPAL DISTRICT OF FOOTHILLS NO.
31.
BOX 5605
HIGH RIVER
ALBERTA T1V1M7

221 104 615 18/05/2022 MORTGAGE
MORTGAGEE - FARM CREDIT CANADA.
2ND FLOOR, 12040-149 STREET NW
EDMONTON
ALBERTA T5V1P2
ORIGINAL PRINCIPAL AMOUNT: \$2,000,000

TOTAL INSTRUMENTS: 003

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN
ACCURATE REPRODUCTION OF THE CERTIFICATE OF
TITLE REPRESENTED HEREIN THIS 14 DAY OF
JANUARY, 2025 AT 12:27 P.M.

ORDER NUMBER: 52594638

CUSTOMER FILE NUMBER: PL1904-35E



END OF CERTIFICATE

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

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

REGISTRAR
LAND TITLES OFFICE

Plan No. **991 2530**

Plan Amendment by Order

ENTERED AND REGISTERED

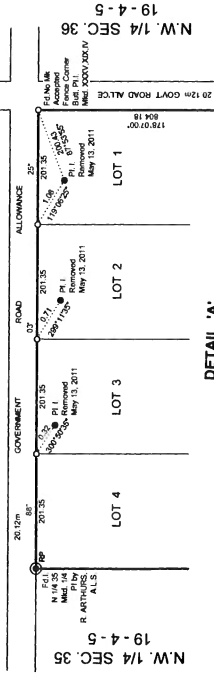
ON **September 12, 2011**

INSTRUMENT No. **111 231 825**

Kerth Stang
A.D., REGISTRAR

Sheet 1 Replaced
by Sheet 2
re: Order 111 231 825
September 12, 2011

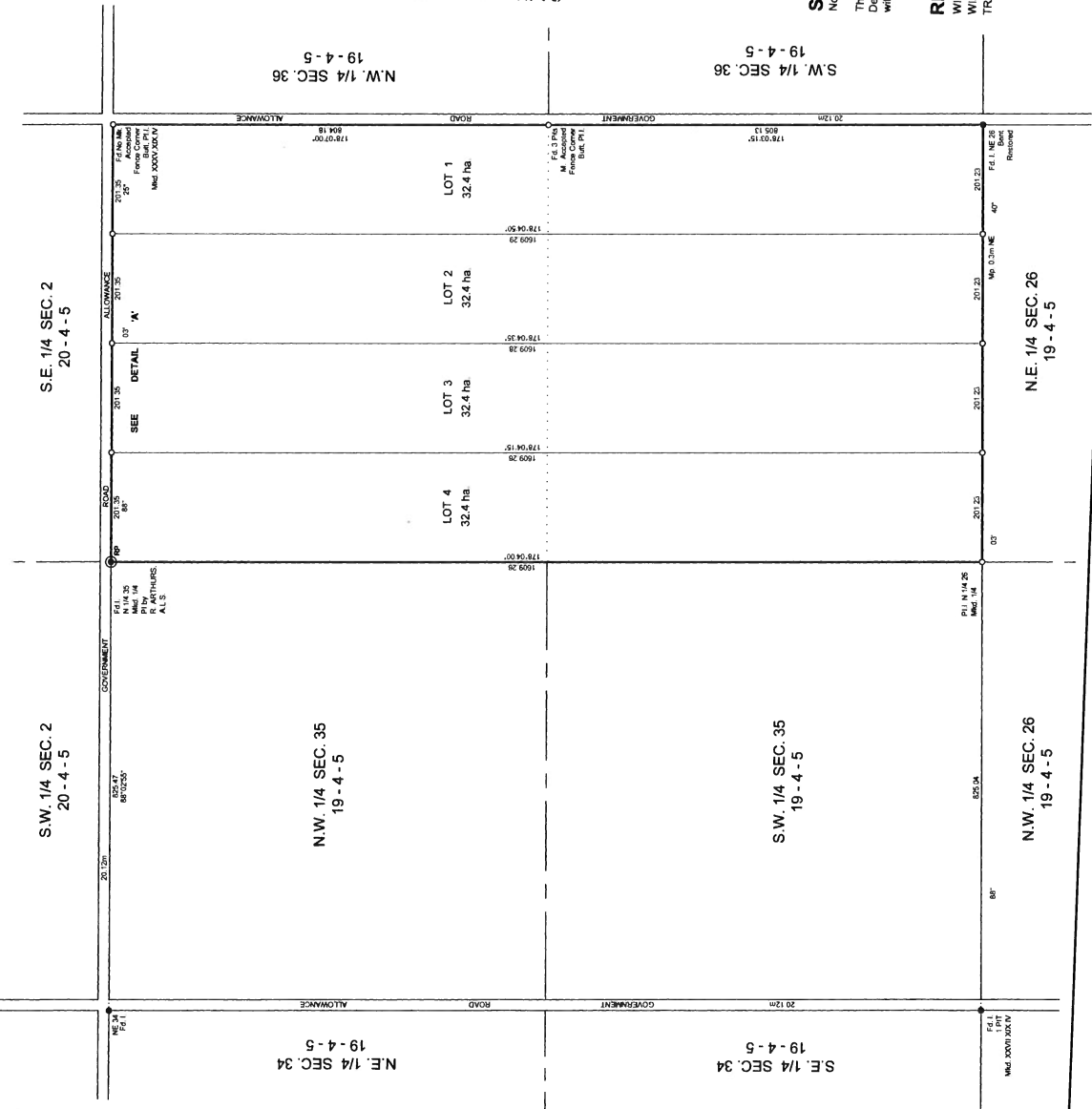
S.E. 1/4 SEC. 2
20 - 4 - 5



DETAIL 'A'
NOT TO SCALE

S.W. 1/4 SEC. 2
20 - 4 - 5

S.E. 1/4 SEC. 2
20 - 4 - 5



M.D. OF FOOTHILLS No. 31
ALBERTA

PLAN SHOWING SURVEY OF
AMENDMENT TO
REGISTERED SUBDIVISION PLAN 991 2530
BY JUDGES ORDER
AFFECTING

S.E. 1/4 SEC. 35, TWP. 19, RGE. 4, W.5M.
AND THE

N.E. 1/4 SEC. 35, TWP. 19, RGE. 4, W.5M.

NOEL ROSS WOOLGAR, A.L.S., 2011

SCALE 1 : 5000



NOTES

- Distances are in metres and decimals thereof.
- Statutory iron survey post found and shown thus:
- Statutory iron survey post and marked (P105) shown thus:
- Geo-referenced point shown thus:
- Area to be registered shown bounded thus:

Bearings are UTM NAD 83 (Original), derived from GNSS observations
of ALSO 2006 and are referred to 117° W
Combined Spheroid: 0.895793
Geo-Reference Point:
Fid. N: 1/4 35 Mkd. 1/4
Easting: 6875027.860
Northing: 680106.329

AL.S	.....	Alberta Land Surveyor	ha	.....	Hectare
SEC.	.....	Section	l	.....	Iron Post
TWP.	.....	Township	Mk	.....	Marked
RGE.	.....	Range	Mkd	.....	Marked
W.5M	.....	West of Meridian	RP	.....	Geo-reference Point
Fd.	.....	Found	Pl.	.....	Planned

SURVEYOR

Noel Ross Woolgar, A.L.S.

The survey was performed between the dates of
December 3, 1998 and May 13, 2011 in accordance
with the provisions of the Surveys Act.



REGISTERED OWNERS

WILMA LUELLA CHALMERS
WILFRID MIDDLETON
TRACY MIDDLETON

CHALLENGER GEOMATICS LTD.

10000
CALGARY, ALBERTA
T2C 1K5
DATE: APRIL 20, 2011
FILE NO. 2011-5-810

**ALBERTA GOVERNMENT SERVICES
LAND TITLES OFFICE**

IMAGE OF DOCUMENT REGISTERED AS:

971225236

ORDER NUMBER: 52594776

ADVISORY

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Please contact the Land Titles Office at (780) 422-7874 if the image of the document is not legible.

EASEMENT

MADE the 29 day of July A.D., 1997.

BETWEEN: **JAMES HÉCTOR CHALMERS AND WILMA LUELLA CHALMERS AS JOINT TENANTS**
of MILLARVILLE
in the Province of Alberta
(hereinafter called "the Grantor")

- and -

CANADIAN WESTERN NATURAL GAS COMPANY LIMITED
a body corporate having its registered office
at 909 Eleventh Avenue Southwest, in the City
of Calgary, in the Province of Alberta.
(hereinafter called "the Grantee")

WHEREAS the Grantor is the registered owner (or is entitled to become the registered owner under an Agreement for Sale or unregistered Transfer or otherwise) of all that certain piece or parcel of land lying and being in the Province of Alberta and more particularly described as follows:

CERTIFICATE OF TITLE NUMBER: 891 045 319

**MERIDIAN 5 RANGE 4 TOWNSHIP 19
SECTION 35
QUARTER SOUTH EAST
EXCEPTING THEREOUT ALL MINES AND MINERALS
AREA: 64.7 HECTARES (160 ACRES) MORE OR LESS
(hereinafter called "the said lands"):**

AND WHEREAS the Grantee desires to construct, maintain, operate, repair and/or replace and renew a gas pipeline or pipelines and appurtenances necessarily incidental thereto, over, across, under and through the said lands:

AND WHEREAS the Grantor has agreed to grant an Easement over, across, under and through a portion of the said lands:

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the sum of One Dollar (\$1.00) paid by the Grantee to the Grantor (the receipt whereof the Grantor does hereby acknowledge) and of the covenants, conditions and stipulations herein contained, the Grantor does hereby grant to the Grantee an Easement over, across, under and through the said lands, for the purpose of putting down, taking up, relaying, connecting, disconnecting, erecting, repairing, maintaining and operating a gas pipeline or pipelines and appurtenances necessarily incidental thereto for as long as the Grantee shall require the said lands for the conveyance of natural gas subject only to the following terms and conditions, namely:

1. The Grantor covenants and agrees:

(a) That upon the execution of these presents and at all times thereafter the Grantee, or any person, firm or corporation, acting of its behalf, may enter upon and occupy the said lands with its or their agents, servants, workmen and contractors and with or without vehicles, machinery and equipment for the purposes aforesaid.

(b) That he will not erect any buildings or structures within, upon, over or under the right-of-way, nor will he excavate, add to or reduce the right-of-way without the prior written consent of the Grantee.

(c) That the Grantee, performing and observing the covenants and conditions herein contained, shall peaceably hold and enjoy all the rights, privileges, liberties and covenants hereby granted without any hindrance and interruption from the Grantor or any person or persons claiming by, through, under or in trust for them or any person or persons whatsoever.

2. The Grantee covenants and agrees:

(a) That it will lay down, take up, relay, erect, connect, disconnect, maintain and operate the said pipeline or pipelines in a proper and workmanlike manner in accordance with good engineering practice.

(b) That where practicable, after the installation of any pipeline or pipelines, it will level off the area affected by the said installation.

(c) That it will not fence the said lands excepting those portions upon which appurtenances necessarily incidental to the operation of the said pipeline or pipelines are situated and which the Grantee deems to require the protection of fencing. If at any time hereafter it shall be necessary for the Grantee, or any person, firm or corporation, acting on its behalf to move fences situated at each end of the said lands for the purpose of repairing the said pipeline or pipelines or otherwise, it will replace the said fences in the same position and in as good condition as the same were in prior to their being moved.

(d) That it will make compensation to the Grantor for any and all damage that may be done to any buildings, fences, agricultural crops or livestock, belonging to the Grantor and arising out of or by reason of or in the course of the construction, maintenance repair and/or replacement and renewal of the said pipeline or pipelines and appurtenances necessarily incidental thereto, provided that the Grantee shall not be liable for any damage caused through interference by anyone other than the Grantee, its officers agents or employees or persons acting under the authority of the Grantee, with any pipeline or pipelines or works of the Grantee laid or constructed on the said lands.

(e) That the Grantor shall have the right to farm the said lands and shall have a right of ingress and egress over the same but not so as to interfere in any manner with the use and occupation thereof by the Grantee.

(f) That nothing herein contained shall be deemed to vest in the Grantee any right, title or interest in any mines or minerals, in and under the said lands, except only the parts thereof that are necessary to be dug, carried away or used in the construction, maintenance or repair of the pipeline or pipelines or works of the Grantee.

(g) The Grantee covenants and agrees to indemnify and save harmless the Grantor from any and all liabilities, damages, costs, claims, suits, or actions caused by or resulting from the construction, operation, maintenance and/or repairs of the said pipeline or pipelines and/or any related fixtures and appurtenances affixed to the right-of-way, other than those liabilities, damages, costs, claims, suits, or actions which result from willful damage or negligence by the Grantor.

3. The Grantor and Grantee mutually covenant and agree:

(a) That this agreement shall enure to the benefit of and shall be binding upon the respective heirs, executors, administrators, successors and assigns of the parties hereto.

(b) That wherever the singular or the masculine pronouns are used throughout this agreement, the same shall be construed as meaning the plural, the feminine or the neuter where the context or parties so require.

(c) That this agreement and the covenants herein contained are and shall be covenants running with the land.

(d) All notices to be given hereunder may be given by registered letter addressed to the Grantor at: R.R. #1, Millarville, Alberta, T0L 1K0

and to the Grantee at: 909 - 11th Avenue S. W., Calgary, Alberta, Canada T2R 1L8

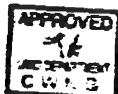
(e) That in the event the said pipeline interferes with future development of the said lands, the Grantor will grant to the Grantee for a nominal consideration of \$1.00, an Easement Agreement at an alternate location within the said lands that is mutually acceptable to the Grantor and Grantee to accommodate any alteration or relocation to accommodate such development. It is further agreed that any cost of altering or relocating the said pipeline will be the Grantees responsibility and that any request for alteration or relocation of the pipeline shall be made by the Grantor in writing not less than six (6) months prior to the date that alteration or relocation is required.

IN WITNESS WHEREOF the Grantor has hereunto set his hand and seal (or, if a body corporate has hereunto caused to be affixed its corporate seal duly attested by the hands of its proper officers duly authorized in that behalf) and the Grantee has caused its corporate seal to be affixed, authenticated by the signatures of its proper officers the day and year first above written.

SIGNED, SEALED AND DELIVERED)
by the said Grantor in the presence of)

Karl Handberg)

[Signature])
[Signature])



CANADIAN WESTERN NATURAL GAS COMPANY LIMITED

[Signature]
D.J. HANDBY
Supervisor, Land Acquisition

AFFIDAVIT OF EXECUTION

**CANADA)
PROVINCE OF ALBERTA)
TO WIT:)**

**I. KIRK HANCHEROW
of CALGARY
in the Province of Alberta,
make oath and say:**

- 1. **THAT I was personally present and did see JAMES HECTOR CHALMERS AND WILMA LUELLA CHALMERS named in the within instrument, who personally known to me to be the persons named therein, duly sign and execute the same for the purpose named therein.**
- 2. **THAT the same was executed at Millerville in the Province of Alberta, and that I am the subscribing witness thereto.**
- 3. **THAT I know the said JAMES HECTOR CHALMERS AND WILMA LUELLA CHALMERS and they are in my belief the full age of eighteen years.**

SWORN before me at the City of Calgary,)
in the Province of Alberta, this 25)
day of July A.D., 1997.)
)
)
)
)



Jensa Miller)
A Commissioner for Oaths in and for)
the Province of Alberta)

**JENSA MILLER
A Commissioner for Oaths
Expires January 20, 1999**

**JAMES HECTOR CHALMERS AND WILMA LUELLA CHALMERS
AS JOINT TENANTS**

- and -

CANADIAN WESTERN NATURAL GAS COMPANY LIMITED

EASEMENT

971225236 REGISTERED 1997 08 05
EASE - EASEMENT
DOC 1 OF 1 DR#: 7123215 ADR/APOF/ENR
LINC/S: 0021355475