

AREA STRUCTURE PLAN

for Proposed



Aspen Creek

COLEMAN - MUNICIPALITY OF CROWSNEST PASS

Prepared By:

HV Consulting Ltd.

#105, 535 - 13 Street N, Lethbridge, AB T1H 2S6

In Conjunction With:

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Revised May 2002

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SECTION 1.0

INTRODUCTION

1.1

PURPOSE

The purpose of the Aspen Creek Area Structure Plan (A.S.P.) is to describe the existing land use structure and to establish the objectives for the plan area. The primary goal is to plan a development that is in keeping with and complimentary to its surroundings. The A.S.P. provides a guideline for development in order to maintain efficient and orderly use of the lands. It describes the density and layout of the development, proposed land use, roadway access, and basic servicing.

The intent is to create a small county residential development consisting of only seven, three acre (1.2 hectare) lots specifically designed for a "cottage getaway" clientele.

1.2

LAND USE CONCEPT

The Aspen Creek A.S.P. applies to an area of land that is approximately 22 acres (8.9 hectares) on the north side of Coleman, Alberta. See figures 1.1 & 1.2. The lands are currently classified as group country residential (GCR-1). Figure 1.3 shows the three lots along 24th Avenue are currently zoned GCR and the unsubdivided 10± acre portion to the north is zoned NUA-1. This is an excerpt out of the current land use bylaw and has not been updated since the rezoning approval.

The intent of the A.S.P is to respect the natural setting of the landscape of the area and to minimize the impact of the development on the surrounding area. The development has been designed as an extension of the existing GCR-1 of Wood Haven and to gain access to the proposed lots via a private road. Restrictive covenants will be registered against the titles to ensure quality development and respect for the landscape and vegetation.

SUBJECT PROPERTY

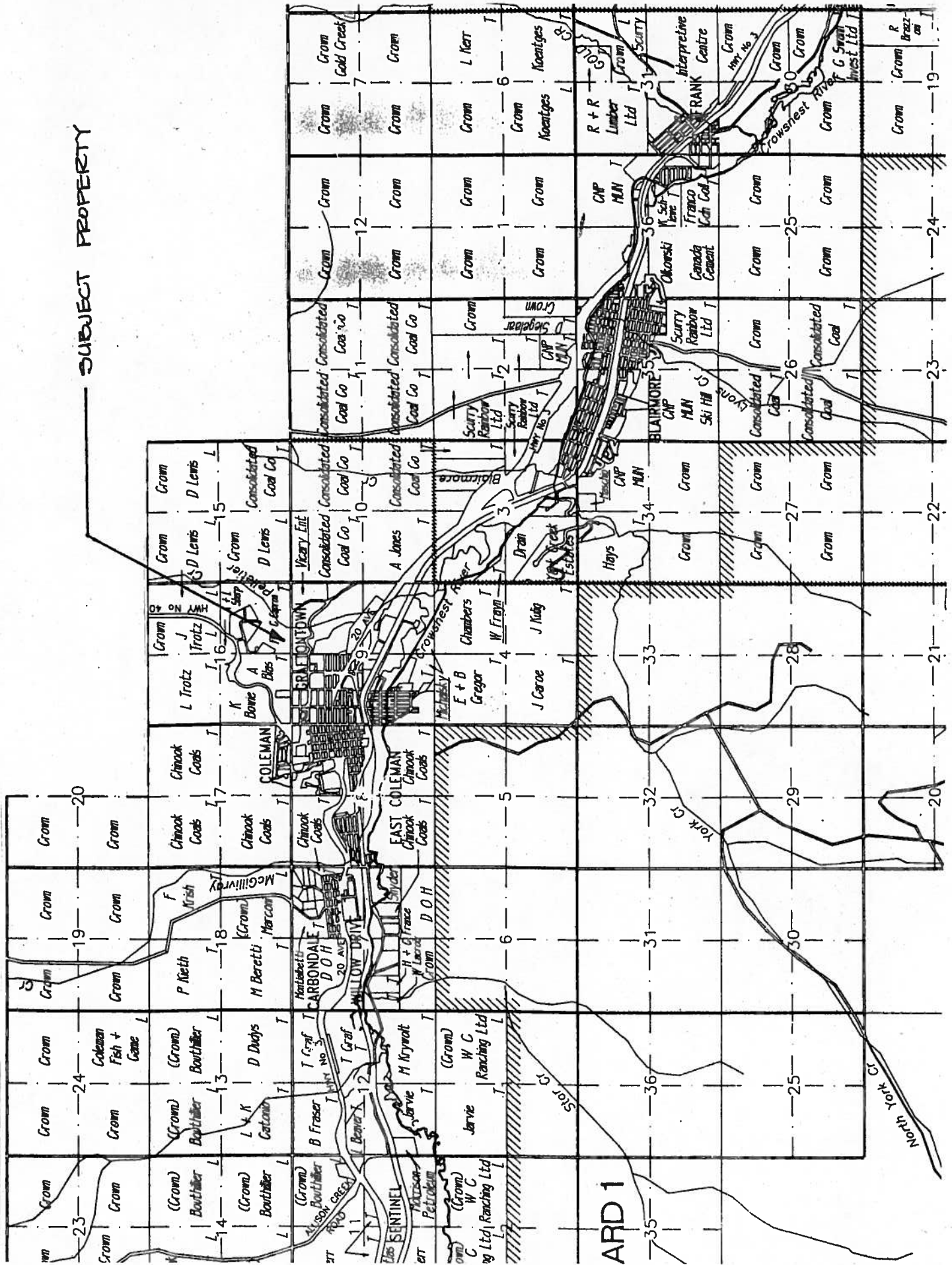


FIGURE 1.1

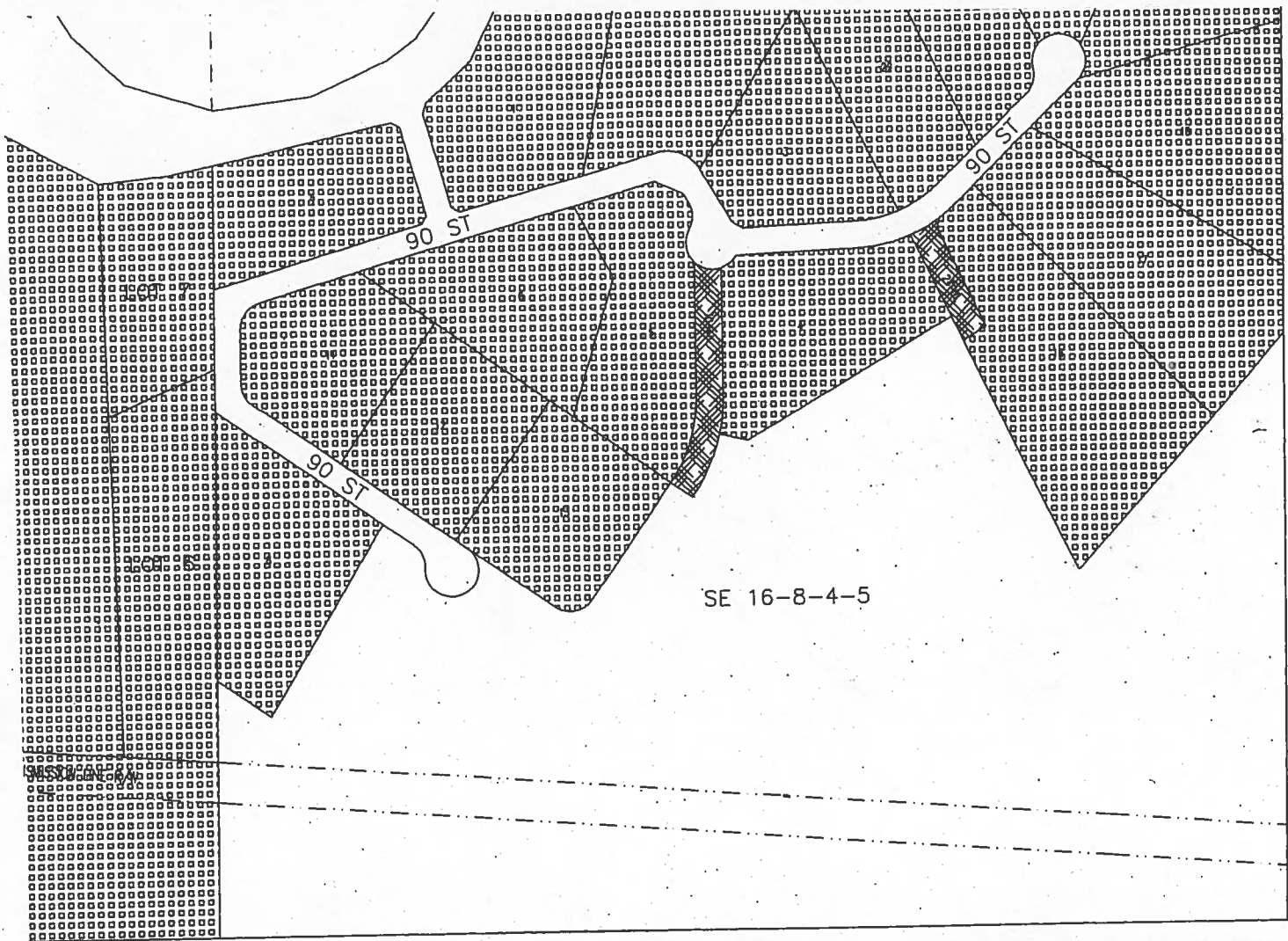


FIGURE 1.3

SECTION 2.0
EXISTING CONDITIONS

2.1

DEFINITION OF PLAN AREA

The subject lands are located in the Coleman area in the Municipality of Crowsnest Pass. Lots 1,2, and 3, Block 34, Plan 9411496 are part of the Wood Haven development created in the early 1990's. These three parcels are bounded by 24th Avenue on the south, a closed road r/w labeled as 27th Avenue on the north, Lots 4 and 5 of Wood Haven on the east and a municipal utility r/w on the west boundary. See figure 2.1.

The northerly 10 ± acres which are proposed as new lands to become part of Aspen Creek are situated directly north of Lots 1, 2, and 3. They form part of SE 1/4 Section 16, Township 8, Range 4, W of 5 and are currently owned by Mr. Frank Capron. The proposed boundary of the land can be seen in figure 1.2. The location of the boundary was determined by 27th Avenue on the south, the transmission line r/w on the north, an existing property line on the west and a ravine with Pelletier Creek on the east side.

2.2

LAND OWNERSHIP & EXISTING USES

The owners of the three parcels along 24th Avenue are Mr. Troy Basarab of Lethbridge, AB and Mr. Douglas Bergen of Coaldale, AB. The land is currently vacant and has no structures situated on it.

The existing road right of way known as 27 Ave is owned by the Municipality of Crowsnest Pass. This right of way has been closed and the land will be sold to the developer. It will form part of the 7 parcels of land.

The proposed 10± acre parcel to the north is currently owned by Mr. Frank Capron of Coleman, AB. There are no structures on the land and it is also vacant with the exception of the power line. Mr. Capron developed a portion of his lands in the early 1990's and is currently allowing Mr. Basarab and Mr. Bergen to pursue development of the subject 10± acres. He currently has no further plans to develop the remainder of his lands. See figure 2.2.

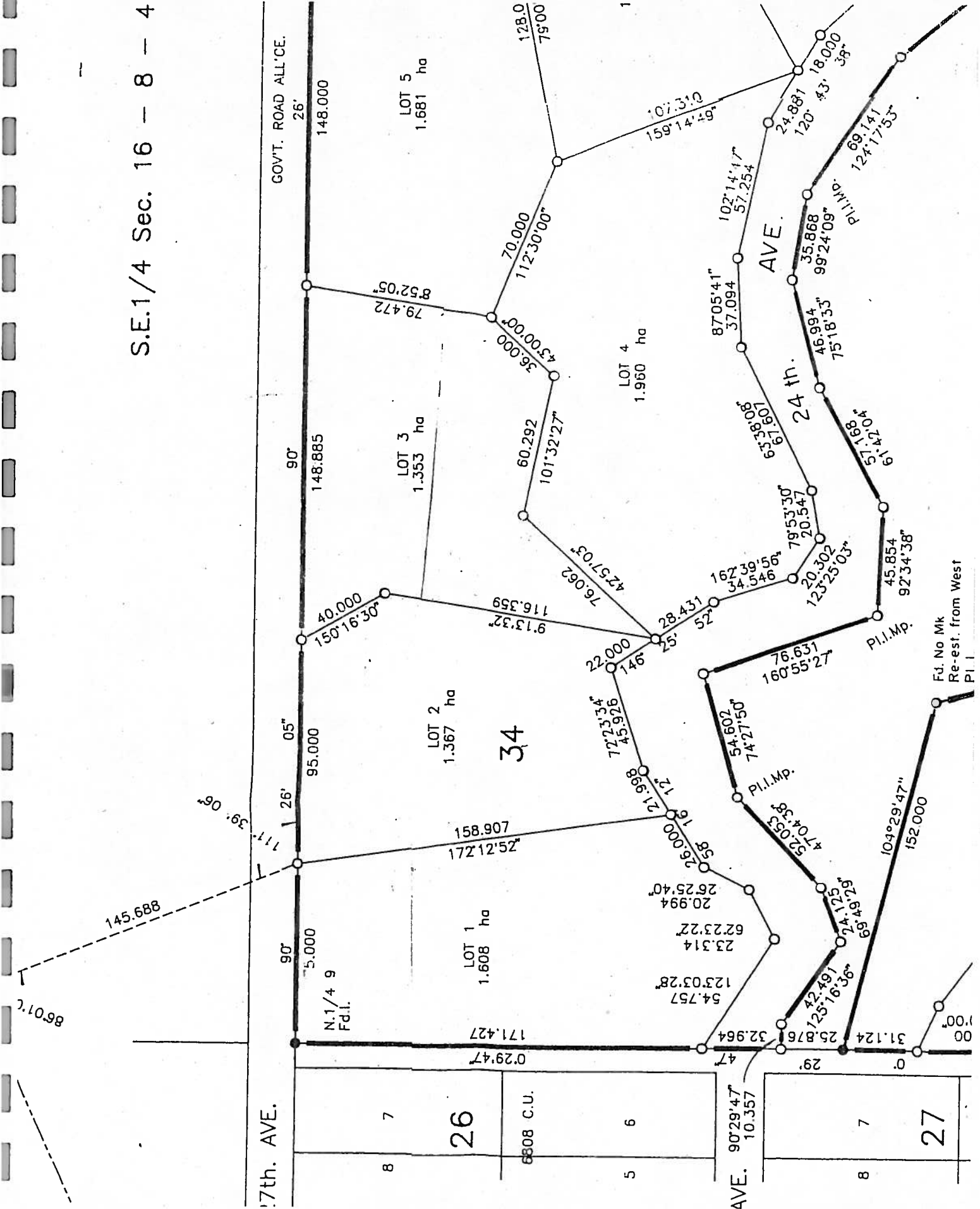


FIGURE 2.1

April 17, 2001

Mr. Doug Bergen
P. O. Box 1667
Coaldale, Alberta
T1M 1N3

Dear Mr. Bergen:

Re: Your Proposed Development

Since the land in question is physically separated from the remainder of my land by a ravine, your development will not affect my property.

Sincerely,

A handwritten signature in black ink, appearing to read 'Frank Capron', with a long horizontal flourish extending to the right.

Frank Capron

2.2

LAND OWNERSHIP & EXISTING USES (CONT'D)

The land to the west currently is slated for development to single family residential. Mr. Ken Sorensen of Sorensen Consultants Ltd. has prepared an A.S.P. for the property.

The parcel directly north of Mr. Sorensen's development was recently sold by Mr. Ken Bowie to Mr. Greg Tiegen of Tiegen Enterprises Ltd. of Blairmore, AB. Mr. Tiegen's intent is to eventually develop the land for single family residential lots and tie into the proposed Sorensen development.

Lastly, the east side of the subject land is bounded by two privately owned three acre parcels known as Lots 4 & 5, Block 34, Plan 9411496 of the Wood Haven development. Lot 4 is owned by Mr. Danny Busse of Blairmore, and Lot 5 is owned by Mr. Robert Gregson of Lethbridge. The owners of lot 4 have recently built a log home on the property and plan to reside there. Lots 4 & 5 are 3± acre parcels in a GCR zoning and therefore are not suitable for further subdivision.

The Wood Haven development is bound by a restrictive covenant which would be honored by the Aspen Creek in order to maintain orderly and cohesive development. See figure 2.3.

2.3

TOPOGRAPHY & VEGETATION

The plan is situated on a hillside on the north side of Coleman and consists of a steep slope on the south east side and a gentle meadow on the north west side. See figure 2.4.

The lands are bound on the east side by a ravine with a seasonal creek named Pelletier Creek running through its low point. The narrow valley consists of deciduous and coniferous trees and is easily walked without obstacle. Wildlife uses this ravine as a path of travel and to gain access to Pelletier Creek in summer. This area is generally inaccessible by vehicles and is not viable as a building site.

RESTRICTIVE COVENANT

WHEREAS VICARY ENTERPRISES LTD., a body corporate with head office in the Municipality of Crowsnest Pass, in the Province of Alberta (hereinafter referred to as "Vicary") is the registered owner of certain lands situate in the Municipality of Crowsnest Pass, in the Province of Alberta, and more particularly described in Schedule "A" attached hereto and by this reference made a part hereof (hereinafter collectively called "the Dominant Tenements" or individually referred to as a "the Dominant Tenement" as the context hereof requires) subject to the encumbrances, liens, estates or interests notified by memorandum endorsed thereon;

WHEREAS VICARY ENTERPRISES LTD., a body corporate with head office in the Municipality of Crowsnest Pass, in the Province of Alberta (hereinafter referred to as "Vicary") is the registered owner of certain lands situate in the Municipality of Crowsnest Pass, in the Province of Alberta, and more particularly described in Schedule "B" attached hereto and by this reference made a part hereof (hereinafter called "the Servient Tenement") subject to the encumbrances, liens, estates or interests notified by memorandum endorsed thereon;

AND WHEREAS VICARY is developing a planned country estate subdivision on the lots and considers it is desirable for the greater enjoyment of the lots and that it will increase the value of the lots and it is for the benefit of all of the future owners of the individual lots and that it will protect the owner of each lot against the improper development and use of surrounding lots as will depreciate the value of his lot and that it will prevent haphazard or inharmonious improvements or repairs or improper designs or materials, to impose certain restrictions and covenants by way of a building scheme, on the lots and that in making sales of the lots that the lots shall be conveyed subject to the restrictions, covenants and limitations hereinafter set forth;

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS that Vicary does for itself, its transferees and assigns covenant and agree as follows:

1. The preamble to this agreement shall be and forms part of the terms and conditions herein contained.
2. The benefit conferred is jointly and severally conferred to each and every lot detailed in Schedule "A" and each lot shall be considered the Dominant Tenement.
3. The restrictions herein imposed are joint and several restrictions on the lot detailed in Schedule "B" and the lot shall be considered the Servient Tenement.
4. All of the lots shall be subject to the restrictions and conditions herein set forth which shall be deemed to be covenants running with the land and annexed to the land and shall be binding upon and enure to the benefit of each lot and the registered owners of each lot while they are such registered owners from time to time, until December 31, A.D., 2009.
5. The design, locations and elevation of any structure or landscaping on any lot shall not

be such as to interfere with the drainage of surface water.

6. Each dwelling unit shall be a permanent structure and no mobile homes, trailers, or other units of a like nature shall be placed upon the lots other than for storage when not in recreational use, or during the period when the permanent dwelling unit is in the process of being constructed, which construction period shall not in any event exceed one year from the time the mobile is put on the lot.
7. No dwelling unit shall be converted so as to create any additional dwelling or multiple family dwelling units, nor shall any part of a dwelling unit be rented or leased or offered for rent or lease to a person or household requiring cooking and/or bathroom facilities in addition to those used by the owner or tenant, as the case may be.
8. No yards or a lot shall be used for the storage of materials or equipment other than such as are usually stored in connection with the occupation of a building used for private residential purposes.
9. No excavation shall be made on the lots except excavation for the purpose of building on the same at the time of commencement of such building or for the improvement of the gardens and grounds thereof, and no soil, sand or gravel shall be removed from the lots. No trees shall be removed, other than those necessary for building and landscaping.
10. No building waste or other material of any kind shall be dumped or stored on the lots except clean earth for the purpose of levelling in connection with the erection of a building thereon or for the immediate improvement of the grounds.
11. The exterior of any dwelling and its gardens and grounds shall not be left in an unsightly and unreasonably untidy condition.
12. No cattle, hogs, sheep, poultry or other stock or animals other than household pets normally permitted in private homes in country residential areas shall be kept upon the lots.
13. No garbage or refuse may be stored so that the containers or refuse can be visible from the street.
14. Any provisions of this Agreement made void or rendered invalid by any law in force in the Province of Alberta or adjudged not to be a covenant running with the land shall not invalidate or render unenforceable the remaining provisions of this Agreement.
15. The intention of this agreement is that it shall remain in effect for the benefit of all owners of the Dominant Tenement lots and shall be binding upon any subsequent transferees of the said Servient Tenement lot.

IN WITNESS WHEREOF Vicary Enterprises Ltd., has caused its corporate seal to be affixed
duly attested by the hands of its proper officer in that behalf at the Municipality of Crowsnest
Pass, in the Province of Alberta, this 28th day of September, A.D., 1994.

VICARY ENTERPRISES LTD.

per: Ronald Mitchell

per: RAB Branson

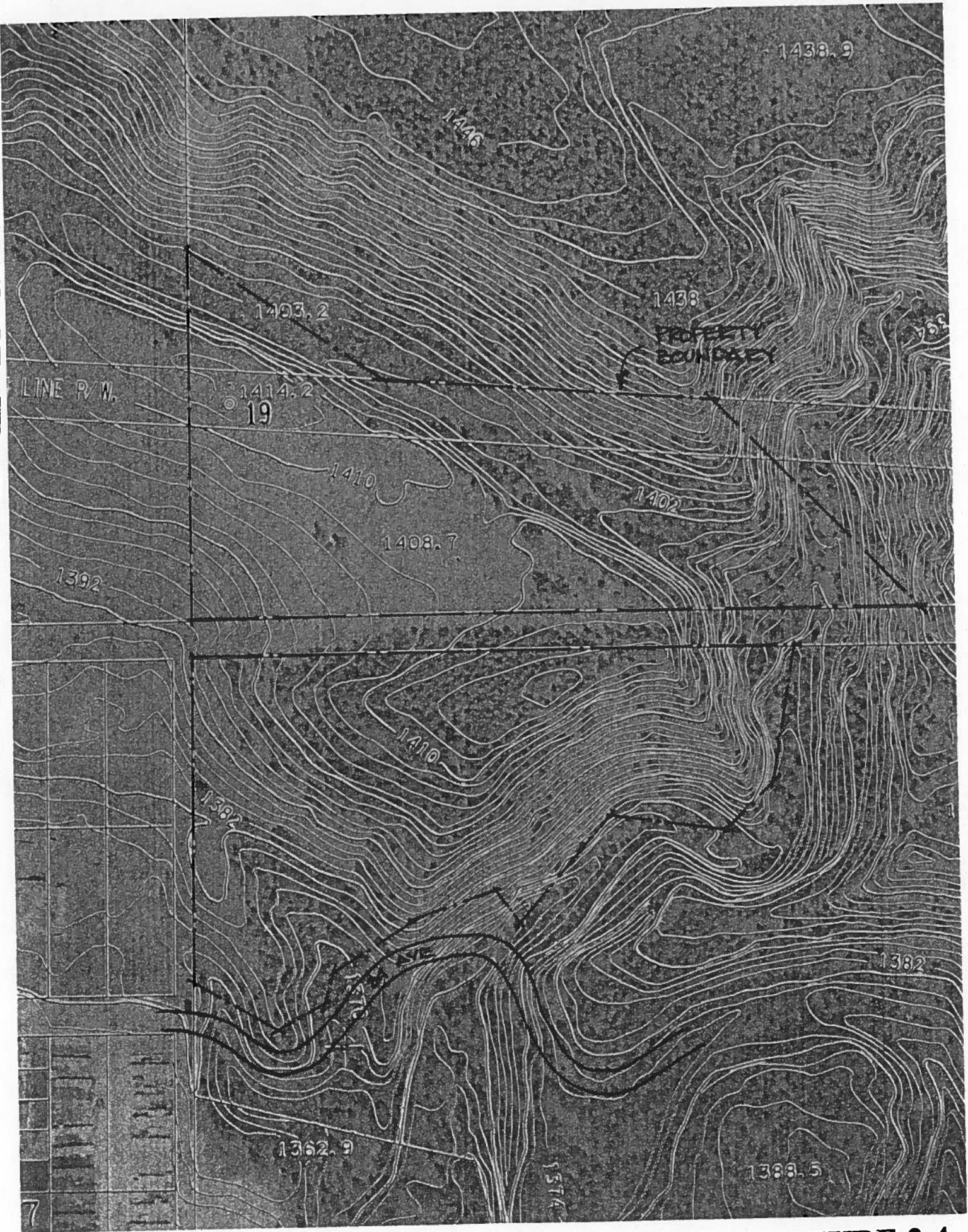


FIGURE 2.4

2.3

TOPOGRAPHY & VEGETATION (CONT'D)

The bench directly west of this ravine offers excellent views of the Crowsnest Pass to the south and east. This area is quite suitable for residential development. The back area is well covered with coniferous trees and in some spots is too densely covered to walk through. The goal is to obviously retain as many trees as possible in order to maintain the integrity of the landscape and to establish private settings for the cabins. The homeowners will be encouraged to create roadways that are not straight in order to avoid cutting trees and to hide the structures from view.

The area north of the 27th Avenue right-of-way is a meadow area with very few trees. This will allow for a multitude of suitable locations when placing the home on the lot without cutting trees down. Once a home site is established, tree planting will be encouraged to re-establish a forest setting. See figure 2.4.

2.4

GEOLOGY & SOILS

The specific development site is located on the south facing slopes of mountainous terrain forming part of the eastern Rocky Mountains. The slopes are generally heavily vegetated with trees, shrubs, and grasses. A sample of a number of photographs taken during the site reconnaissance are attached to the EBA engineering report. These sample photographs depict the typical terrain and vegetation cover.

Referring to the EBA site figure, Lots 1, 2, and 3 have their south boundary located near the toe of the slope with their north boundary along (or slightly back of) the crest of the slope. A road right-of-way (undeveloped) currently exists along the north boundary limits of the site. The slopes generally vary from 20 m (western edge) to 44 m (eastern edge) in height and 20 degrees, from the horizontal. Some localized oversteepened sections upwards of 70 degrees exist on the lower slope of Lots 2 and 3. At the crest of the slope the surface flattens to the north. See figure 3.1 EBA report.

EBA Engineering Consultants Ltd.

April 17, 2000

Douglas J. Bergen & Associates Ltd.
Box 1667
Coaldale AB T1M 1N3

EBA File: 0404-00-42555

Attention: Mr. Doug Bergen

Dear Sir:

**Subject: Slope Stability Assessment
Proposed Subdivision
Blairmore, Alberta**

1.0 INTRODUCTION

This report presents the results of a geotechnical evaluation conducted by EBA Engineering Consultants Ltd. (EBA) for a proposed residential development to be located along 24 Avenue in Blairmore, Alberta. The object of the evaluation was to provide a site-specific assessment of the stability of the existing slopes in the area of the proposed development and to recommend development limits as appropriate.

EBA's scope of services for this evaluation included the following.

- Detailed site reconnaissance.
- Slope stability analyses (stability charts).
- Preparation of report to include recommendations for development restrictions due to the proposed construction of the development residences with regard to slope stability issues.

No subsurface investigation was undertaken during this study.

The proposed development along the crest of the slopes includes three residential lots. Figure 1 presents a schematic of the proposed development.

Authorization to proceed with this evaluation was received verbally from Mr Doug Bergen, on behalf of Douglas J. Bergen & Associates Ltd.



2.0 SITE DESCRIPTION

2.1 Location

The project site is located within the limits of the Town of Blairmore in the Municipality of Crownsnest Pass. Specifically, the development is located on mountainous terrain extending north of 24 Avenue. The legal description of the site is the Southeast Quarter of Section 16, Township 8, Range 4, West of the 5 Meridian.

A creek borders the east half of the south limit of the site as well as the east boundary. The creek flows to the Crownsnest River at a point located southwest of the site. To the west and the north the site is bordered by acreage developments.

2.2. Surface Conditions

The specific development site is located on the south facing slopes of mountainous terrain forming part of the eastern Rocky Mountains. The slopes are generally heavily vegetated with trees, shrubs, and grasses. A sample of a number of photographs taken during the site reconnaissance are attached to this report. These sample photographs depict the typical terrain and vegetation cover.

Referring to the attached site figure, Lots 1, 2, and 3 have their south boundary located near the toe of the slope with their north boundary along (or slightly back of) the crest of the slope. A road right-of-way (undeveloped) currently exists along the north boundary limits of the site. The slopes generally vary from 20 m (western edge) to 44 m (eastern edge) in height and 20 degrees to 35 degrees, from the horizontal. Some localized oversteepened sections upwards of 70 degrees exist on the lower slope of Lots 2 and 3. At the crest of the slope the surface flattens to the north.

The topography of the site was taken from information gathered during the site reconnaissance and from a topographic map supplied by Douglas J. Bergen & Associates Ltd. (Refer Figure 1).

2.3 Site Reconnaissance

As part of this assessment, EBA personnel (Sabourin) conducted a detailed site reconnaissance of this site on June 06, 2001. The reconnaissance included reviewing the existing condition of the slope and a visual assessment of the slope and area at the crest and toe of the slope. The following pertinent points were noted in addition to the commentary provided in Sections 2.1 and 2.2.

- No tension cracks of significance were noted along the crest of the slope or within the slope of the proposed residential footprints being studied in this evaluation. Similarly, no groundwater seepage was noted along the slope.

-
- The type of vegetation noted on the site was described in Section 2.2. The trunks of the trees appeared near vertical on the slope.
 - There did not appear to be outward indications of past or recent slope instability. Near the top of the slope in the vicinity of the Lots 2 and 3, outcrops of bedrock were noted approximately two thirds the vertical height from the toe of the slope. The surface north of the slope crest flattens out for a considerable distance (> 300 m).
 - The creek described in Section 2.1 was noted as having running water flowing in a southwesterly direction.
 - In an area of mountainous terrain south of the subject site (across the creek) the slope profile (ascending) consisted of bedrock (near vertical) to the top of the slope which appeared to be approximately two thirds of the height of the subject slope.

3.0 MINING ACTIVITY

Research was conducted to review the possible existence of mine workings within the boundary of the proposed development area using a publication by ERCB (1988). This publication indicated no mine workings in this Section. The closest mine workings were in Section 17-8-4-W5M (Mine 0204). These mine workings are not considered to be a concern for the proposed development.

4.0 GENERAL STRATIGRAPHY

The general subsurface soil stratigraphy of the proposed development area has been determined from published reports, EBA's general knowledge of the geology of the area, and visual information of soil/rock outcrops gathered during the site reconnaissance. For the purposes of this study, the subsurface stratigraphy, in descending order, is considered to consist of a surficial topsoil deposit (0 m – 0.3 m) underlain by glacial clay till (gravely), in turn underlain by sandstone bedrock. The bedrock has been observed to be relatively flat with its top surface located at Elevation 1399.0 m (Figure 1).

5.0 SLOPE STABILITY

For the evaluation, EBA completed a slope stability assessment using limit equilibrium analytical techniques from stability charts ('An Engineering Manual for Slope Stability Studies'; Duncan, Buchignani - 1975). Two cross-sections were analyzed to review the varying slope angles of the slope across the proposed development (Lots 1 and 3). The basis of the analysis provides a minimum factor of safety of slope instability affecting the proposed residential footprints of 1.5 (minimum). This is considered acceptable by today's engineering standards for this type of development.

Visual observation of the overall slopes in the project area indicate the slopes are currently stable. EBA modelled the current conditions to assist in the use of the stability charts for the overall analysis. The soil strength parameters were selected based on correlation with test data taken from published literature on assumed similar soils. Groundwater parameters were selected based on our observations during the site reconnaissance and assumed worst case conditions for long-term stability assessment. The most likely failure mode considered was a relatively shallow slide along the top of bedrock.

For Lot 1, the general slope profile varies from 10 degrees to 20 degrees with some flattened areas. It is understood that an access roadway into the proposed development would be along the western area of this lot up to the crest of the slopes. The slope configuration in the northeast corner of the site (proposed building footprint area) is 5 Horizontal to 1 Vertical (5H:1V). At this slope configuration there is no concern for slope instability affecting a residential structure with its footprint 'cut' into the slope. However, consideration would need to be given to other geotechnical aspects of construction, such as bearing capacity, frost depth protection and horizontal soil forces. Design recommendations for these geotechnical matters is outside of EBA's workscope for this assessment.

For Lots 2 and 3 the general slope profile is 30 to 35 degrees from the horizontal with local oversteepened sections. A development setback line from the Top of Bank⁽¹⁾ of 15 m is recommended for this slope.

Figure 1 depicts the recommended safe development setback line for the subject site.

6.0 OTHER DEVELOPMENT GUIDELINES

Precautionary measures which should be included in the design of the proposed development are outlined as follows.

- The design of residential structures located within the slope should address issues with regard to horizontal soil pressures, surcharge loading, and the risk of surficial slumping above the structure on the slope.
- Any fill excavated from the slopes or from regrading of the site should be disposed of off site, away from slopes or drainage draws.
- Positive grading should be provided to ensure drainage of runoff from the roof drains and the lots is directed away from the slope, in front of the residence or is discharged as sheet flow over the crests.

⁽¹⁾ The 'Top of Bank' means the lines where the general trend of the slope changes from greater than 15 percent to less than 15 percent and remains at less than 15 percent as determined by airphoto interpretation and/or field survey.

-
- All utilities and plumbing should be carefully installed and inspected to ensure they are in good working order.
 - Normal, prudent design and construction procedures should be followed during development of the residential lots.
 - In their current condition, the stability of the slope is considered acceptable in normally expected events (i.e. seismic, rainfall, snowfall, wind). Instability may occur during extreme events with a likely consequence of shallow sloughing of oversteepened areas, as well as possible erosion of the existing vegetation and topsoil cover of the slope. The final siting for the residence should take this possible scenario into account.

The slopes should be treated as a restricted development zones. This involves:

- No excavation on the slope in the immediate vicinity of the residence without review by a qualified geotechnical engineer.
- No clearing of natural vegetation outside the footprint of the structures.
- No fill to be placed on the slope, the crest or side of the slope in the immediate vicinity of the residence.
- No dumping of grass cuttings, branches or other materials of any kind should be permitted on the slope.

7.0 LIMITATIONS

Recommendations presented herein are based on a geotechnical evaluation of the findings from the field reconnaissance and literature search conducted for this particular evaluation. The conditions encountered during the field program are considered to be reasonably representative of the site. If, however, conditions other than those reported are noted during subsequent phases of the project, EBA should be notified and given the opportunity to review our current recommendations in light of new findings. Recommendations presented herein may not be valid if an adequate level of monitoring is not provided during construction.

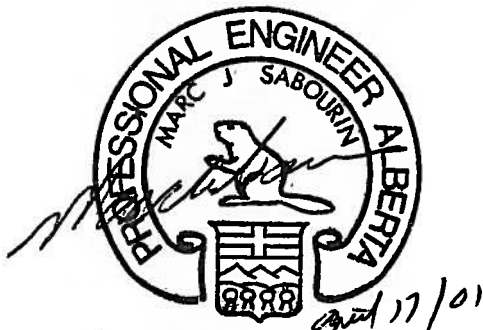
This report has been prepared for the exclusive use of Douglas J. Bergen & Associates Ltd. and their agents for specific application to the development described in this report. It has been prepared in accordance with generally accepted soil and foundation engineering practices. No other warranty is made, either express or implied.

For further limitations, reference should be made to the General Conditions attached to this report.

8.0 CLOSURE

We trust this report satisfies your present requirements. Should you require any additional information, please contact our office.

Respectfully submitted,
EBA Engineering Consultants Ltd.



Marc J. Sabourin, P.Eng.
Project Director

Bob Patrick, P.Eng.
Senior Geotechnical Engineer

MJS:bp
Attachments

PERMIT TO PRACTICE	
EBA ENGINEERING CONSULTANTS LTD.	
Signature	<i>Marc Sabourin</i>
Date	<i>April 17/01</i>
PERMIT NUMBER: P245	
The Association of Professional Engineers, Geologists and Geophysicists of Alberta	

FIGURE

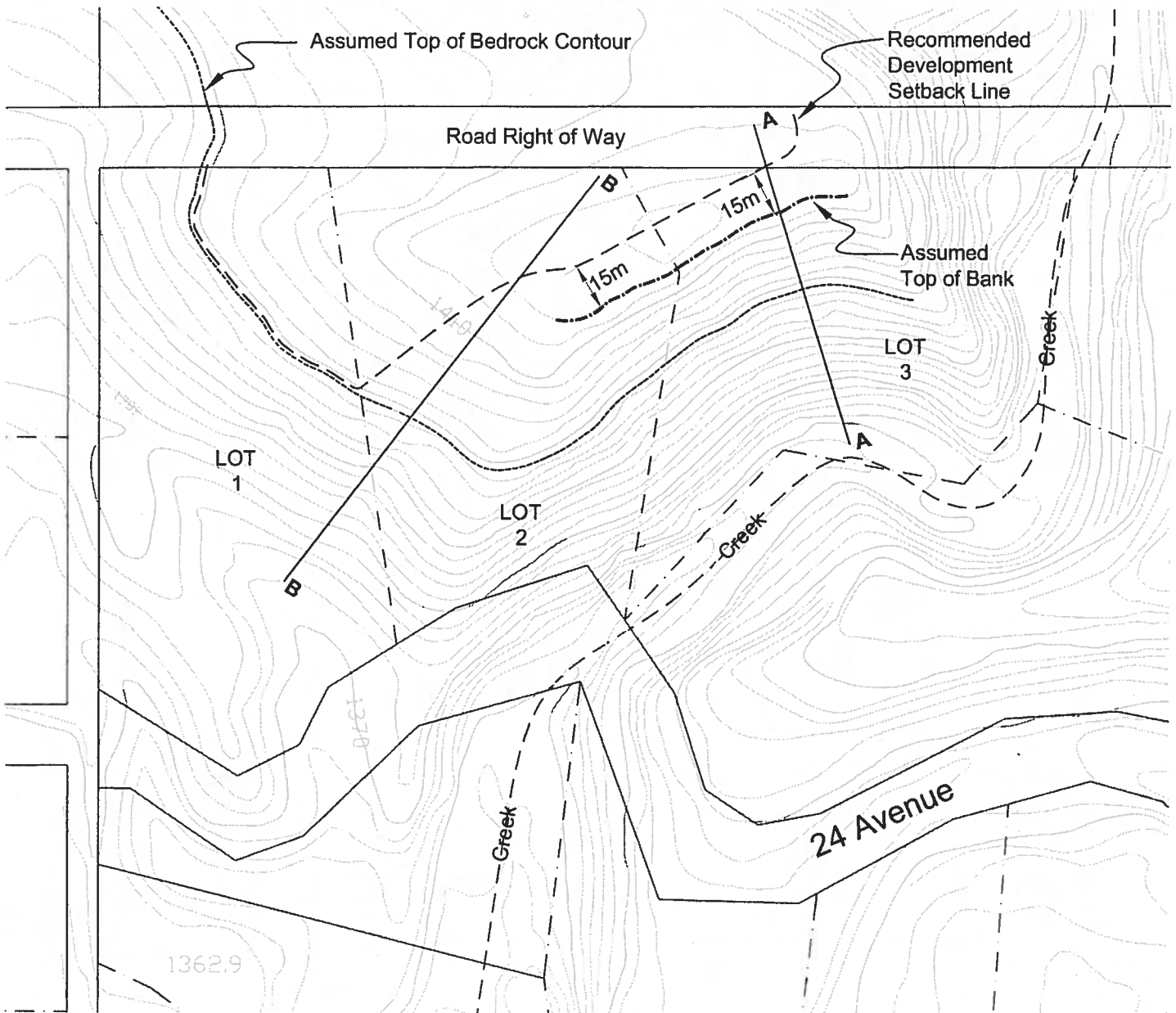


Figure 1
Site Plan
Showing Development Setback Lines



GEOTECHNICAL REPORT – GENERAL CONDITIONS

EBA Engineering Consultants Ltd. (EBA)
GEOTECHNICAL REPORT – GENERAL CONDITIONS

This report incorporates and is subject to these "General Conditions".

A.1 USE OF REPORT AND OWNERSHIP

This geotechnical report pertains to a specific site, a specific development and a specific scope of work. It is not applicable to any other sites nor should it be relied upon for types of development other than that to which it refers. Any variation from the site or development would necessitate a supplementary geotechnical assessment.

This report and the recommendations contained in it are intended for the sole use of EBA's client. EBA does not accept any responsibility for the accuracy of any of the data, the analyses or the recommendations contained or referenced in the report when the report is used or relied upon by any party other than EBA's client unless otherwise authorized in writing by EBA. Any unauthorized use of the report is at the sole risk of the user.

This report is subject to copyright and shall not be reproduced either wholly or in part without the prior, written permission of EBA. Additional copies of the report, if required, may be obtained upon request.

A.2 NATURE AND EXACTNESS OF SOIL AND ROCK DESCRIPTIONS

Classification and identification of soils and rocks are based upon commonly accepted systems and methods employed in professional geotechnical practice. This report contains descriptions of the systems and methods used. Where deviations from the system or method prevail, they are specifically mentioned.

Classification and identification of geological units are judgmental in nature as to both type and condition. EBA does not warrant conditions represented herein as exact, but infers accuracy only to the extent that is common in practice.

Where subsurface conditions encountered during development are different from those described in this report, qualified geotechnical personnel should revisit the site and review recommendations in light of the actual conditions encountered.

A.3 LOGS OF TEST HOLES

The test hole logs are a compilation of conditions and classification of soils and rocks as obtained from field observations and laboratory testing of selected samples. Soil and rock zones have been interpreted. Change from one geological zone to the other, indicated on the logs as a distinct line, can be, in fact, transitional. The extent of transition is interpretive.

Any circumstance which requires precise definition of soil or rock zone transition elevations may require further investigation and review.

A.4 STRATIGRAPHIC AND GEOLOGICAL INFORMATION

The stratigraphic and geological information indicated on drawings contained in this report are inferred from logs of test holes and/or soil/rock exposures. Stratigraphy is known only at the locations of the test hole or exposure. Actual geology and stratigraphy between test holes and/or exposures may vary from that shown on these drawings. Natural variations in geological conditions are inherent and are a function of the historic environment. EBA does not represent the conditions illustrated as exact but recognizes that variations will exist. Where knowledge of more precise locations of geological units is necessary, additional investigation and review may be necessary.

A.5 SURFACE WATER AND GROUNDWATER CONDITIONS

Surface and groundwater conditions mentioned in this report are those observed at the times recorded in the report. These conditions vary with geological detail between observation sites; annual, seasonal and special meteorologic conditions; and with development activity. Interpretation of water conditions from observations and records is judgmental and constitutes an evaluation of circumstances as influenced by geology, meteorology and development activity. Deviations from these observations may occur during the course of development activities.

A.6 PROTECTION OF EXPOSED GROUND

Excavation and construction operations expose geological materials to climatic elements (freeze/thaw, wet/dry) and/or mechanical disturbance which can cause severe deterioration. Unless otherwise specifically indicated in this report, the walls and floors of excavations must be protected from the elements, particularly moisture, desiccation, frost action and construction traffic.

A.7 SUPPORT OF ADJACENT GROUND AND STRUCTURES

Unless otherwise specifically advised, support of ground and structures adjacent to the anticipated construction and preservation of adjacent ground and structures from the adverse impact of construction activity is required.

EBA Engineering Consultants Ltd. (EBA)
GEOTECHNICAL REPORT – GENERAL CONDITIONS

**A.8 INFLUENCE OF CONSTRUCTION
ACTIVITY**

There is a direct correlation between construction activity and structural performance of adjacent buildings and other installations. The influence of all anticipated construction activities should be considered by the contractor, owner, architect and prime engineer in consultation with a geotechnical engineer when the final design and construction techniques are known.

**A.9 OBSERVATIONS DURING
CONSTRUCTION**

Because of the nature of geological deposits, the judgmental nature of geotechnical engineering, as well as the potential of adverse circumstances arising from construction activity, observations during site preparation, excavation and construction should be carried out by a geotechnical engineer. These observations may then serve as the basis for confirmation and/or alteration of geotechnical recommendations or design guidelines presented herein.

A.10 DRAINAGE SYSTEMS

Where temporary or permanent drainage systems are installed within or around a structure, the systems which will be installed must protect the structure from loss of ground due to internal erosion and must be designed so as to assure continued performance of the drains. Specific design detail of such systems should be developed or reviewed by the geotechnical engineer. Unless otherwise specified, it is a condition of this report that effective temporary and permanent drainage systems are required and that they must be considered in relation to project purpose and function.

A.11 BEARING CAPACITY

Design bearing capacities, loads and allowable stresses quoted in this report relate to a specific soil or rock type and condition. Construction activity and environmental circumstances can materially change the condition of soil or rock. The elevation at which a soil or rock type occurs is variable. It is a requirement of this report that structural elements be founded in and/or upon geological materials of the type and in the condition assumed. Sufficient observations should be made by qualified geotechnical personnel during construction to assure that the soil and/or rock conditions assumed in this report in fact exist at the site.

A.12 SAMPLES

EBA will retain all soil and rock samples for 30 days after this report is issued. Further storage or transfer of

samples can be made at the client's expense upon written request, otherwise samples will be discarded.

A.13 STANDARD OF CARE

Services performed by EBA for this report have been conducted in a manner consistent with the level of skill ordinarily exercised by members of the profession currently practising under similar conditions in the jurisdiction in which the services are provided. Engineering judgement has been applied in developing the conclusions and/or recommendations provided in this report. No warranty or guarantee, express or implied, is made concerning the test results, comments, recommendations, or any other portion of this report.

**A.14 ENVIRONMENTAL AND REGULATORY
ISSUES**

Unless stipulated in the report, EBA has not been retained to investigate, address or consider and has not investigated, addressed or considered any environmental or regulatory issues associated with development on the subject site.

A.15 ALTERNATE REPORT FORMAT

Where EBA submits both electronic file and hard copy versions of reports, drawings and other project-related documents and deliverables (collectively termed EBA's instruments of professional service), the Client agrees that only the signed and sealed hard copy versions shall be considered final and legally binding. The hard copy versions submitted by EBA shall be the original documents for record and working purposes, and, in the event of a dispute or discrepancies, the hard copy versions shall govern over the electronic versions. Furthermore, the Client agrees and waives all future right of dispute that the original hard copy signed version archived by EBA shall be deemed to be the overall original for the Project.

The Client agrees that both electronic file and hard copy versions of EBA's instruments of professional service shall not, under any circumstances, no matter who owns or uses them, be altered by any party except EBA. The Client warrants that EBA's instruments of professional service will be used only and exactly as submitted by EBA.

The Client recognizes and agrees that electronic files submitted by EBA have been prepared and submitted using specific software and hardware systems. EBA makes no representation about the compatibility of these files with the Client's current or future software and hardware systems.

PHOTOGRAPHS

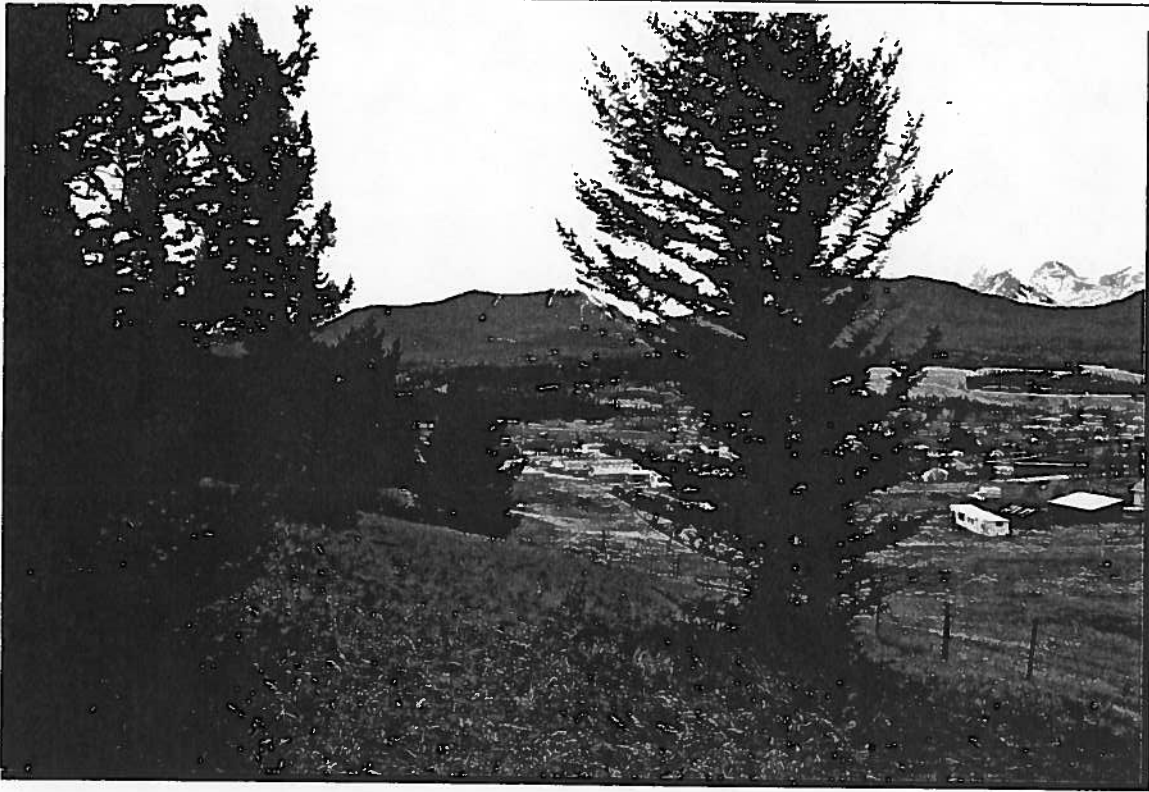


PHOTO 1
LOOKING SOUTHWEST FROM WEST PERIMETER OF SITE



PHOTO 2
CREST OF SLOPE IN WEST AREA OF SITE

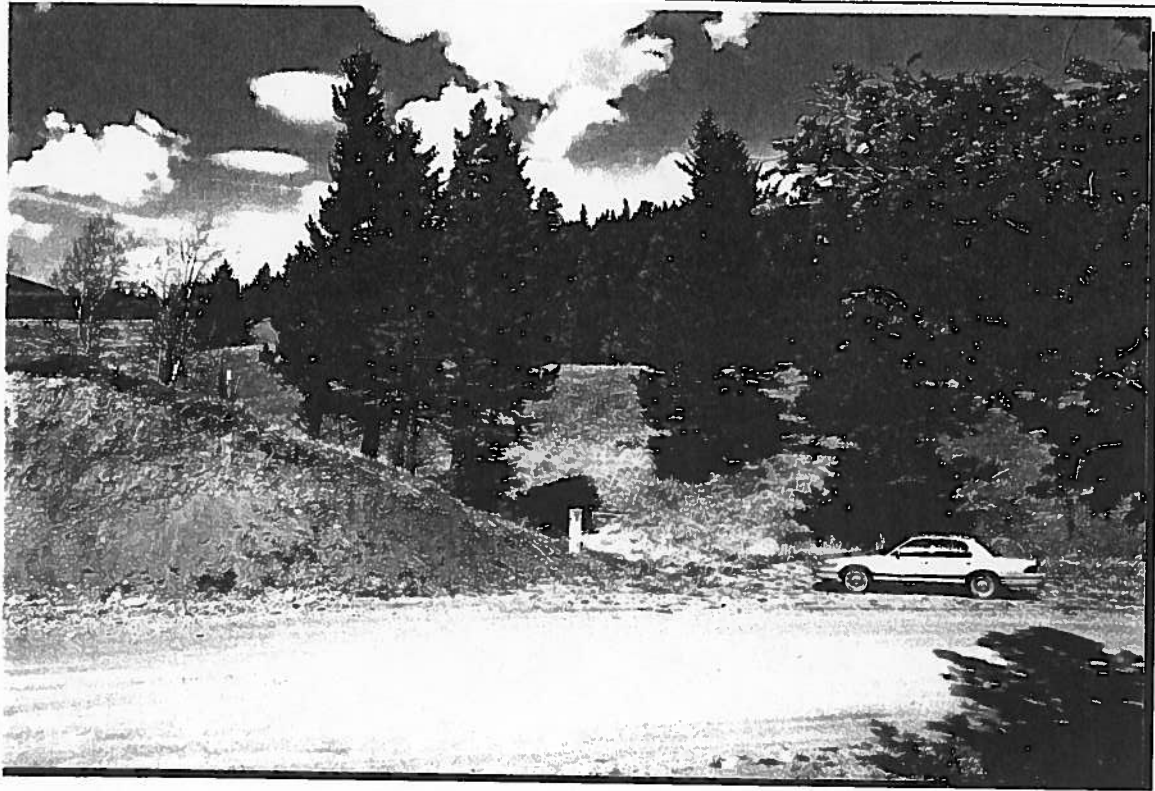


PHOTO 3
LOOKING NORTH AT SITE FROM ROADWAY ALONG SOUTH PROPERTY LINE



PHOTO 4
LOOKING SOUTHEAST FROM CREST OF SLOPE IN EAST AREA OF SITE



PHOTO 5
RELATIVELY STEEP SLOPE SECTION ALONG EAST PERIMETER OF SITE

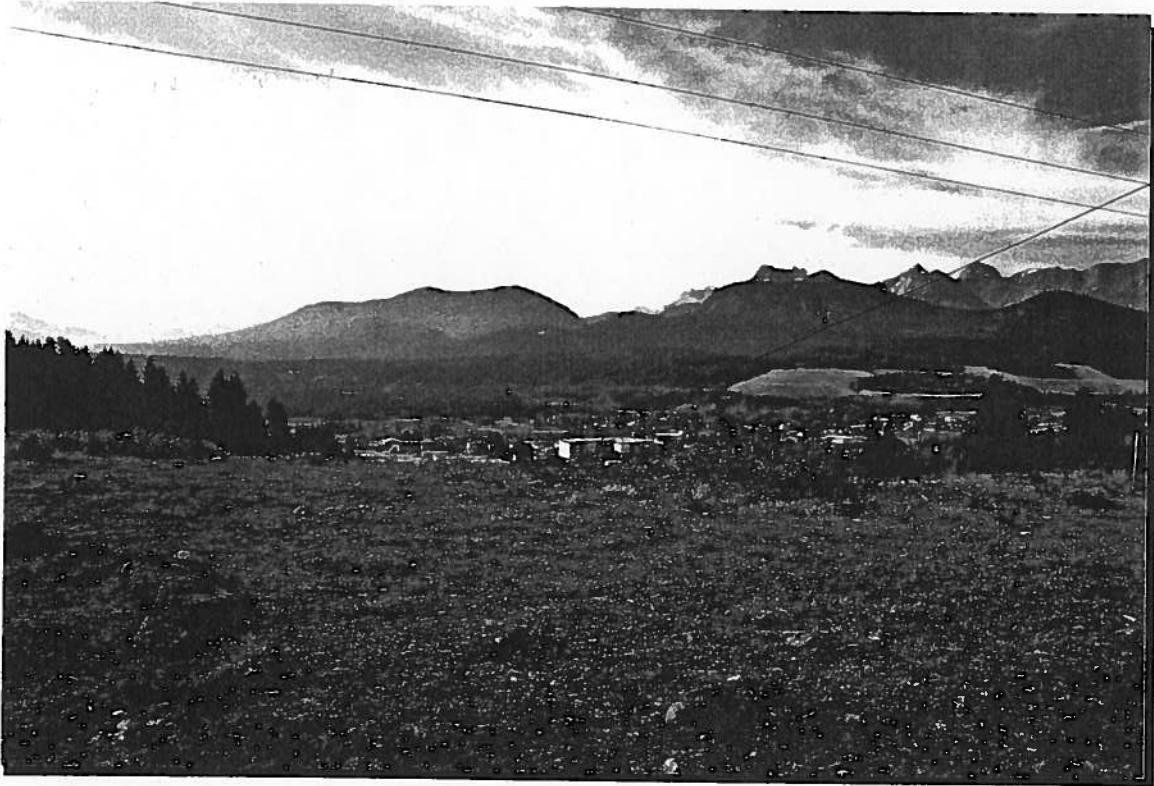


PHOTO 6
AREA AT CREST OF SITE

SECTION 3.0

PLANNING CONCEPT & POLICIES

3.1

PLANNING CONCEPT

The intention of the proposed A.S.P. is to provide for continued quality GCR-1 development as currently exists in the Wood Haven development. The three acre lots allow for privacy for each residence as well as access to the beauty that abounds in the Crowsnest Pass.

This maintains low density development and provides for an excellent fit to the existing uses in that the development north, east, and south is currently GCR-1 and the proposed development to the west is single family. These uses are complimentary and in keeping with the area.

The purpose of this development is to ensure privacy and to create a feeling of a "mountain getaway". The development is geared toward weekend retreat ownership. This particular clientele demands an experience that contradicts their everyday routine of the city life. They typically do not want a traditional home facing or even accessed by a typical residential street. An unpaved trail through the trees leading to only a few building sites with no through traffic is the concept of a "mountain getaway".

The seven parcels would be part of a common ownership group referred to as a condominium development for legal purposes. This group of seven owners would own and maintain the road which accesses the property as per their ownership agreement. The goal is to have as little disruption as possible to the natural surroundings in order to maintain the setting.

3.2

LAND USE POPULATION DENSITIES

The plan area has been designed to accommodate seven GCR lots varying in size from 3.00 to 3.63 acres (1.21 to 1.47 hectares). All lots are a minimum of three acres (1.21 ha) in size which is in accordance with Land Use Bylaw No. 481 prepared by Oldman River Intermunicipal Service Agency (ORISA).

3.2

LAND USE POPULATION DENSITIES (CONT'D)

The frontage of the lots varies from 14 meters to 75 meters and vary in depth from 127 meters to 236 meters. Housing density based on one dwelling per lot works out to 0.32 units per acre (0.78 per hectare).

A population figure of three people per residence results in a population density of 21 people for this 22 acre development. It is not likely however that this magnitude of density will be realized given the nature of the target clientele. The development will generally be occupied on a part-time basis because the homes will likely be second residences.

3.3

SLOPE STABILITY

For the evaluation, EBA completed a slope stability assessment using limit equilibrium analytical techniques from stability charts ("An Engineering Manual for Slope Stability Studies"; Duncan, Buchignani - 1975). Two cross-sections were analyzed to review the varying slope angles of the slope across the proposed development (Lots 1 and 3). The basis of the analysis provides a minimum factor of safety of slope instability affecting the proposed residential footprints of 1.5 (minimum). This is considered acceptable by today's engineering standards for this type of development.

Visual observation of the overall slopes in the project area indicate the slopes are currently stable. EBA modeled the current conditions to assist in the use of the stability charts for the overall analysis. The soil strength parameters were selected based on correlation with test data taken from published literature on assumed similar soils. Groundwater parameters were selected based on our observations during the site reconnaissance and assumed worst case conditions for long-term stability assessment. The most likely failure mode considered was a relatively shallow slide along the top of bedrock.

For Lot 1, the general slope profile varies from 10 degrees to 20 degrees with some flattened areas. It is understood that an access roadway into the proposed development would be along the western area of this lot up to the crest of the slopes.

3.3

SLOPE STABILITY (CONT'D)

The slope configuration in the northeast corner of the side (proposed building footprint area) is 5 Horizontal to 1 Vertical (5H:1V). At this slope configuration there is no concern for slope instability affecting a residential structure with its footprint "cut" into the slope. However, consideration would need to be given to other geotechnical aspects of construction, such as bearing capacity, frost depth protection and horizontal soil forces. Design recommendations for these geotechnical matters is outside of EBA's scope of work for this assessment.

For Lots 2 and 3 the general slope profile is 30 to 35 degrees from the horizontal with local oversteepened sections. A development setback line from the Top of Bank of 15 meters is recommended for this slope. See figure 3.1 of EBA report.

3.4

MUNICIPAL RESERVE

Municipal reserve has already been accounted for on the three lots which were part of the Wood Haven development. The remaining 10± acres north of 27th Avenue would require reserve dedication of 10% (10 acres x 10% = 1 acre). This item should be addressed in the development agreement.

3.5

ROADWAYS

3.5.1

INTERNAL TRAFFIC MOVEMENT

The south border of the proposed Aspen Creek development follows the municipal road r/w of 24th Avenue. It is a gravel road with a drainage ditch on each side. It enters the Coleman residential area as you travel west from the proposed development and when traveling east of Aspen Creek it eventually connects you to the Highway 3 corridor. See figure 1.1.

The seven individual lots will be serviced via a private residential road which would extend from the two easterly lots through the subdivision to 24th Avenue. See figure 1.2.

3.5.1.

INTERNAL TRAFFIC MOVEMENT (CONT)

An easement would be registered as required to provide a right-of-way access to each lot. The proposed road would not be a municipal road in that it is a dead end road which only serves the seven lots and would be owned and maintained by the seven lot owners.

The private road has been located to intersect the existing 24th Avenue at a location that optimizes the sight distances for the entry and exit from the property. Grade and roadway width considerations have been made to accommodate braking as one approaches the intersection. The road will have a 20' (6.1 m) surface with a drainage swale on each side. The swale will facilitate run-off during precipitation or snow melt events with drainage culverts provided.

Once the climb has been made to the top of the ridge the private road uses part of the existing right-of-way of 27th Avenue. The remainder of the right-of-way will likely be of no future use given the substantial ravine on the east end and the new Sorensen proposal at the west end. The Sorensen proposal absorbs half of the r/w into its plan and essentially eliminates any opportunity to develop 27th Avenue. The right-of-way has been closed and will form part of Aspen Creek development. See figure 3.2.

3.6

ARCHITECTURAL CONTROLS & DEVELOPMENT STANDARDS

The development of each individual site is paramount in the final concept and appearance of Aspen Creek. Each lot development will be governed by the land use bylaw as well as a restrictive covenant which will be registered against the title.

Architectural controls are standards to achieve quality within the development and to ensure continuity with the overall planning concept developed by the designer. These controls will be governed by the firm of Douglas J. Bergen & Associates Ltd. which is an established residential design firm with 10 years of experience in governing architectural controls.

3.6.1

HOUSING FORM

Only single family residences and associated accessory buildings will be allowed on the property. All development must be new construction and mobile or modular homes will not be permitted. Size and number of buildings will be governed by the land use bylaw.

3.6.2

HOUSING DESIGNS

The architectural controls will provide guidelines for the design of each building in the development. It will encourage traditional cottage design and will require professional drawings for review prior to construction. Contemporary designs including flat or low slope roofs or use of materials such as metal siding or stucco will be discouraged. Rather, an architectural vocabulary of steep pitched roofs, cedar shingles, natural colored wood siding and log construction will be materials of choice.

Purchasers will be required to maintain as many trees as possible even if it means a longer construction period. The homes along the ridge will likely not be seen from the road if they are placed correctly.

3.6.3

HOUSE PLACEMENT

The lot owners will be required to follow all municipal bylaws when siting their homes. Further to this, it will be important for residents to consult professionals when selecting the ideal location for their home relative to vegetation, view and slope of the land. Proper grading will be enforced to ensure that the current natural drainage pattern of the lands be maintained so erosion does not occur.

3.6.4

ACCESSORY BUILDINGS

The municipal development authority will control the number and size of accessory buildings allowed on each site relative to the current land use bylaw. Detached garages and storage buildings of a minor scale will be allowed but will be subject to architectural controls and must be in keeping with the principal residence. No metal buildings will be permitted on the property.



P.O. BOX 600
BLAIRMORE, ALBERTA
T0K 0E0
PHONE (403) 562-8833
FAX (403) 563-5474

December 11th, 2001

Douglas J. Bergen & Associates Ltd.
P.O. Box 1667
COALDALE, Alberta
T1M 1N3

ATTENTION: DOUGLAS J. BERGEN, CET

Dear Mr. Bergen:

RE: ROAD CLOSURE - S.E. 16-8-4-W5M

Bylaw No. 568, 2001 for the above noted closure, received Ministerial approval and was returned to the Municipality for further processing.

Please be advised at the regular meeting of Tuesday, December 4th, 2001, Bylaw No. 568, 2001 was given 2nd and 3rd Readings and subsequently passed.

We will proceed to register the closure, along with the easement as required by Utilicorp, after which we will be in a position to proceed with the sale. The cost, as previously provided to you, has been established at \$7,271.00 per acre and based on the area of the closed roadway, being 1.8911 acres your cost to purchase this area will be \$ 13,750.19 plus G.S.T. as well as any other costs associated with this transaction, i.e. Land titles Fees.

If you have any questions regarding this matter, please do not hesitate to contact this office.

Yours truly,

A handwritten signature in black ink, appearing to read "Bevin Keith".

Bevin Keith
Chief Administrative Officer

pc: Taxation Department

BK/lo

3.6.5

VEHICLE STORAGE

Vehicles such as an additional car, recreational vehicle (R.V.) or boat will be permitted to be stored on site. There will be a limit as to the number of vehicles and the way in which they are stored. Residents will be encouraged to store large R.V.'s out of sight behind trees or in approved accessory buildings. See clause 6, Figure 2.3.

No large trucks, buses, or tractors will be permitted on the land for storage. The intent of Aspen Creek is that of a refuge from urbanization and those elements which remind us of city life will be governed.

3.6.6

BUILDING COMMITMENT

Owners will be encouraged to start construction of their homes within a one year period of purchasing the lot. However, there may be individuals who wish to take advantage of a quality development such as Aspen Creek for their retirement. Aspen Creek will seek those individuals who will maintain a high standard of development as a priority and deal with schedules on an individual basis.

3.6.7

HOME BASED BUSINESSES

Aspen Creek is geared to provide privacy to those who wish to get away from it all and retreat to beautiful Coleman, AB. Commercial use will be prohibited. The lot owners will form a condominium association once the development is sold out and will govern any request which may be acceptable to its members.

3.6.8

PETS

Homeowners will be permitted to have a "normal" range of pets. Farm animals including horses, chickens, pigs, cattle and other similar animals not suitable in a residential area will not be permitted.

SECTION 4.0

SERVICE REQUIREMENTS

4.1 TRANSPORTATION

4.1.1 ROAD DIMENSIONS

As mentioned in Section 3.5.1. Internal Traffic Movement, a private road will service the six lots and intersect with 24th Avenue. The road surface will measure 20' (6.1 m) on the surface and have a slight crown. See figure 3.2. There will be a 40'-0" (12.0 m) diameter cul-de-sac at the easterly most end of the road which meets the municipal guideline and provides adequate turning radius for a fire truck.

4.1.2 CONSTRUCTION OF SURFACE

In order to maintain a rural feel the road will not be paved, but rather be graveled. The substructure would meet or exceed the criteria for a private municipal roadway.

4.1.3 DRAINAGE OF SURFACE WATER

Surface water would find its way to either side of the road and be carried to a natural drainage facility via the drainage swale at each end of the road. Culverts will be installed at driveway crossings and where needed to ensure proper drainage of the surface water.

4.1.4 ROAD MAINTENANCE

Figure 4.5 is an example of the legal document registered against the land titles as an encumbrance.

Each resident will be required to become a mandatory member of a homeowner's association in order to be legally bound to contribute to road maintenance.

4.1.5 BUSING

The current school bus service provided by Livingstone Range School Division #68 does not provide door-to-door pickup of children in the Wood Haven area. School age children are currently picked up by the bus system at a common drop off area. It is the responsibility of the parent to ensure safe passage to the pick up location.

4.1.5

BUSING (CONT)

Aspen Creek residents would be a part of this system and thus the school bus would not travel the private road. In the event that the bus service is altered to accommodate door-to-door pick up in the Wood Haven area the bus would also service Aspen Creek. Mr. Dale Slade, Superintendent of Busing for the Livingstone Range School Division #68 ensure that the 6m private road would not be an issue for their busses as they currently service areas with steeper grades than Aspen Creek is proposing.

4.2

STORM WATER DRAINAGE

The subject lands currently drain naturally and do not create a problem relative to storm drainage. The proposed road and residences on site will not greatly impact the amount of surface water produced or re-directed due to development. In an effort to again maintain a natural aesthetic, Aspen Creek will preserve all natural drainage patterns.

4.3

WATER SUPPLY & DISTRIBUTION

Domestic and fire fighting water will be supplied to the six properties via the existing 6" diameter municipal water source to the site. See figure 4.1. Each home site will require 2 - 1600 imperial gallon precast concrete cisterns in order to maintain a minimum of 3000 imperial gallon supply at any given time.

A 4 inch diameter PVC pipe complete with heat tape tied into the two cisterns will provide a source for fire fighters to connect their pump truck to in order to draw water for fire fighting. A float valve on the supply line will ensure that the tanks are topped up at all times. (See Figure 4.6)

A small booster pump will be installed if the current pressure in the municipal water line is not sufficient to deliver water to the cisterns. A submersible pump will be installed in the cistern to supply water pressure to the home.

4.4

SEWAGE DISPOSAL

Each lot is adequately sized to accommodate a septic tank and field system. All installations will require approval as per the drainage and plumbing regulations and be installed by a qualified contractor.

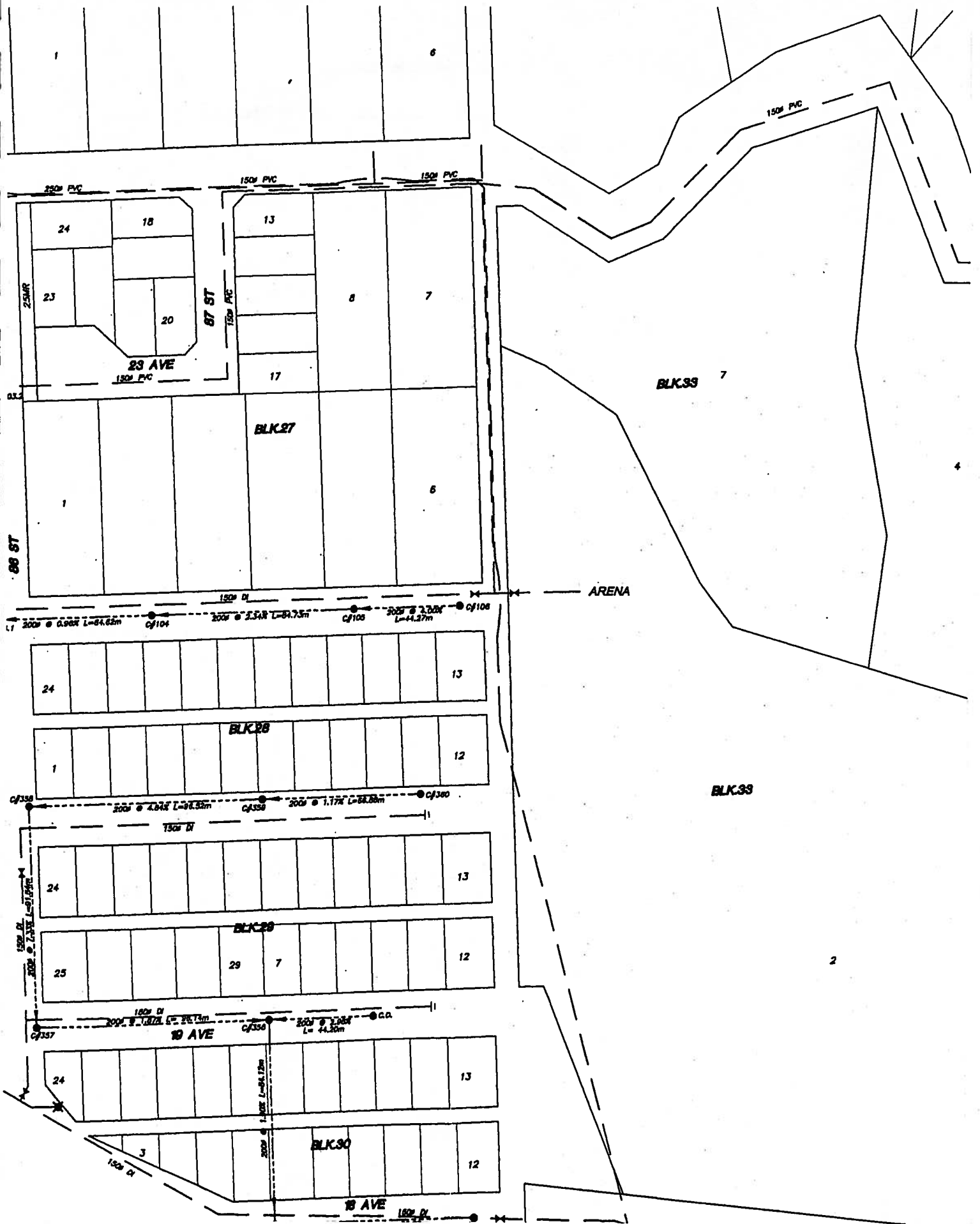


FIGURE 4.1

4.5

GARBAGE DISPOSAL

Homeowners will be required to dispose of solid waste via the municipal facilities. They have the option of transporting waste themselves or contracting with a firm to provide the service. Excessive waste will not be permitted to be stored on site. Temporary storage facilities for small amounts of waste will be required to be screened from view.

4.6

ENERGY SUPPLY

4.6.1

ELECTRICITY

UtiliCorp currently maintains a transmission line along the 27th Avenue right of way which would provide service to Aspen Creek. The homeowners would be required to install all services subsurface to avoid unsightly poles. See figure 4.2.

4.6.2

NATURAL GAS

A gas main currently exists under 24th Avenue and Atco Gas will provide service to residences on an individual basis. Services are installed by Atco Gas at a per meter rate. See figure 4.3.

4.7

COMMUNICATIONS

Telus currently has facilities along 24th Avenue and would provide underground services to homeowners via that installation. See figure 4.4. Cable television will not be available, however, small (18") satellite dish applications will be permitted.

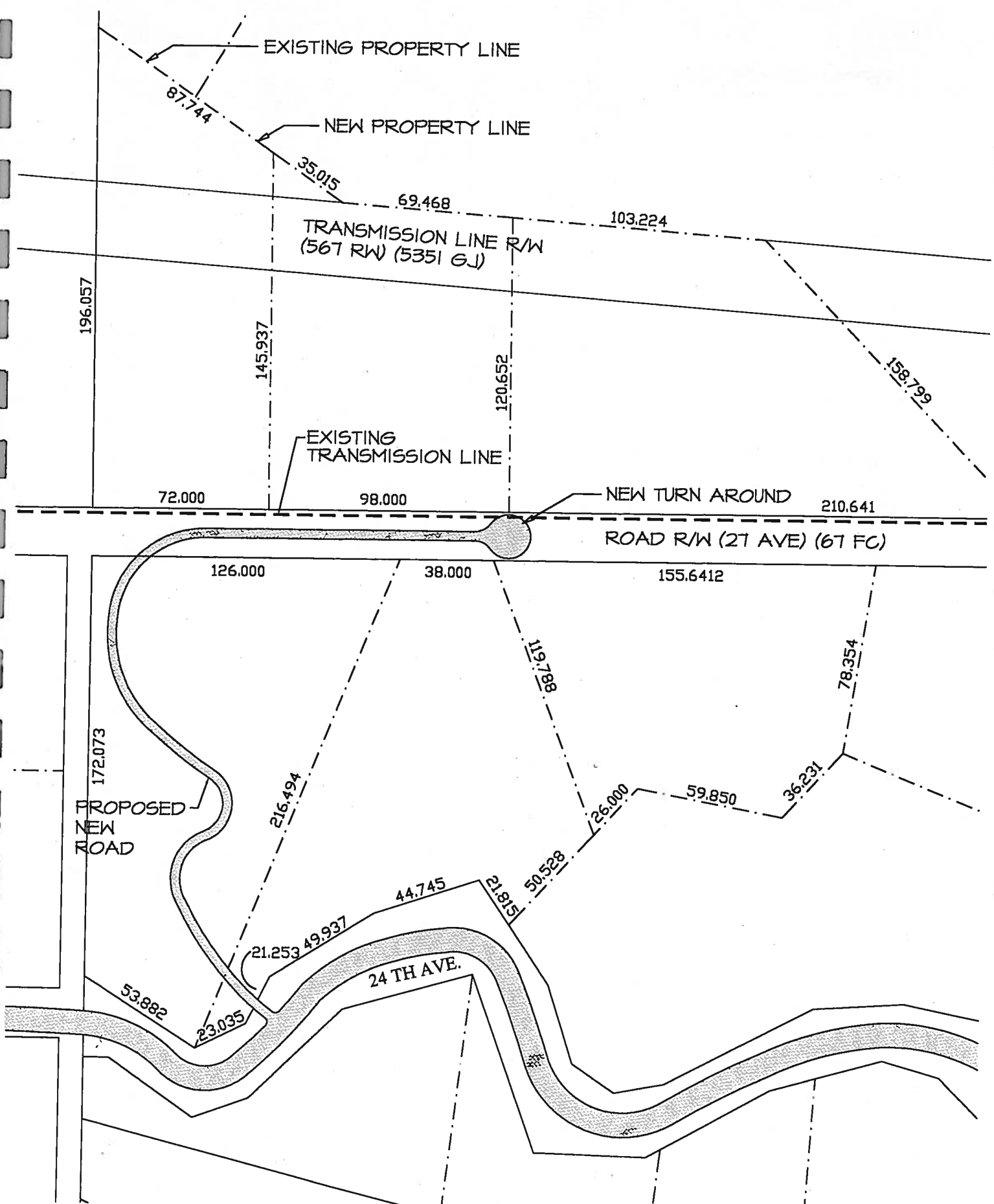


FIGURE 4.2

9-8-4-

16-8-4-5

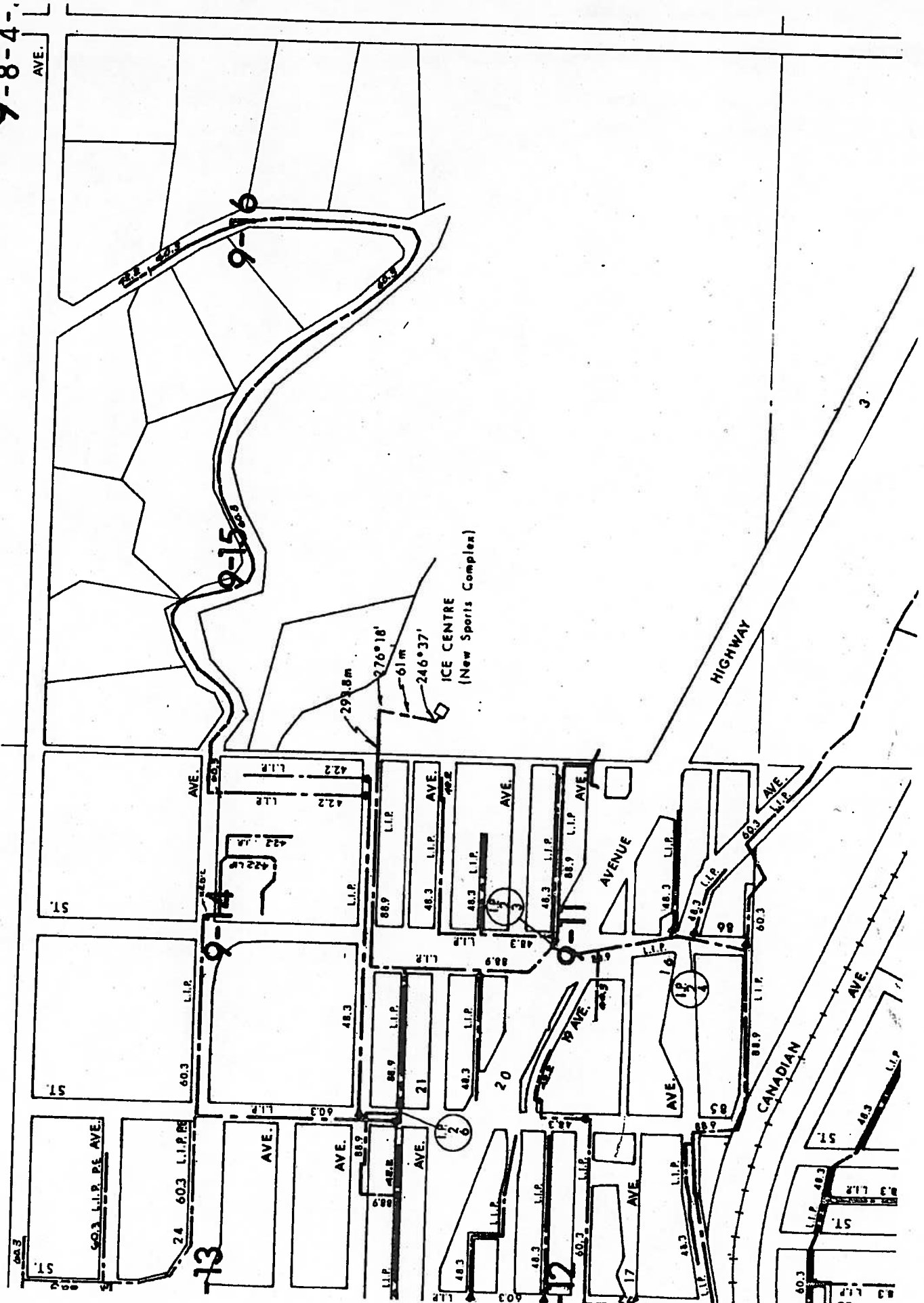
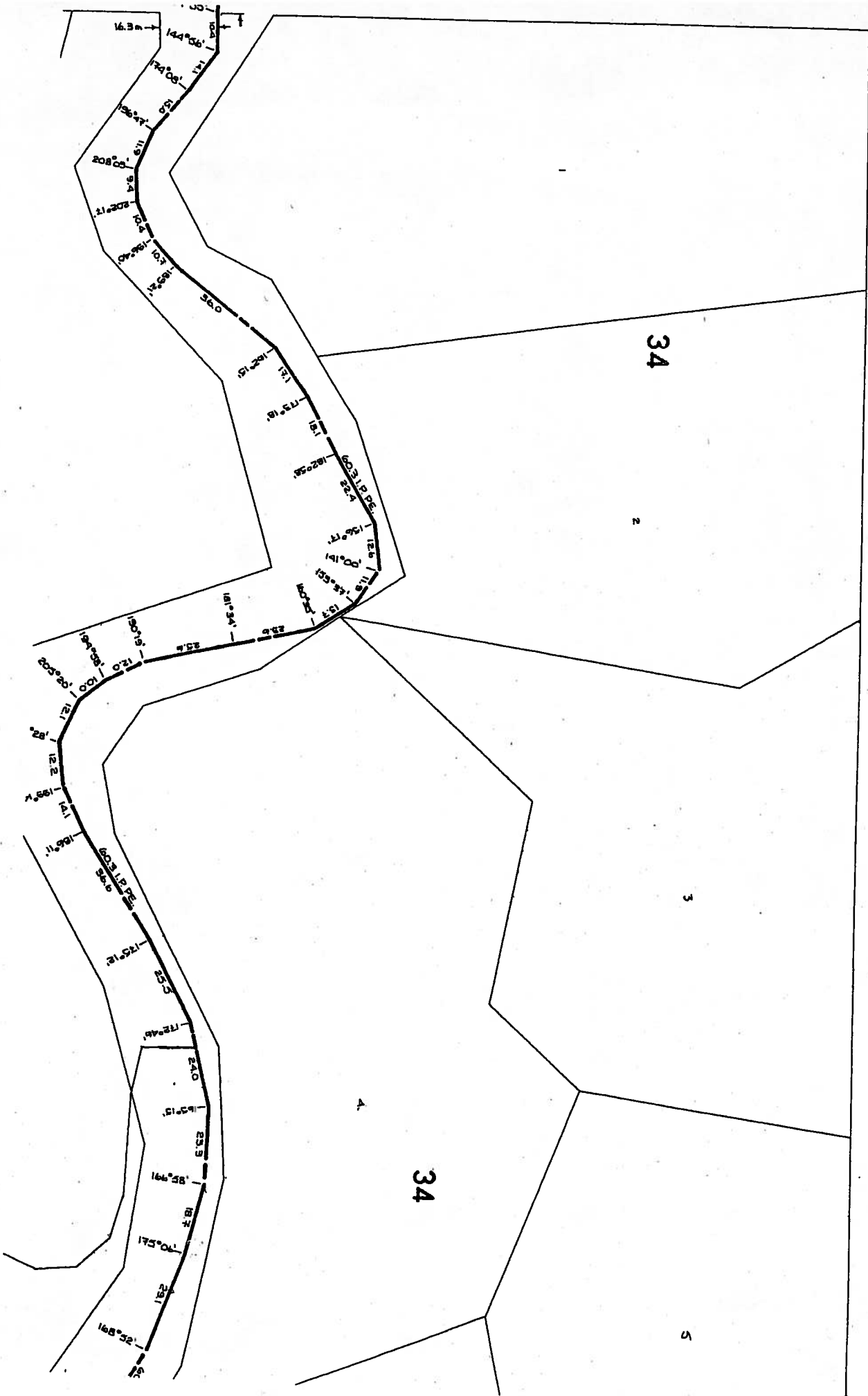


FIGURE 4.3



34

3

34

5



FIGURE 4.4

ROAD MAINTENANCE AGREEMENT

MADE the ___ day of _____, 2001

BETWEEN:

Aspen Creek Limited,
of _____,
_____, Alberta
T _____
(the "Owner")

OF THE FIRST PART

- and -

of _____,
_____, Alberta
T _____
(the "Contractor")

OF THE SECOND PART

WHEREAS the Contractor is in the business of road maintenance and has represented to the Owner that the Contractor is capable of maintaining the roads at the Aspen Creek subdivision in Coleman, Alberta.

IN CONSIDERATION of the premises the parties agree as follows:

1. The road to be maintained by the Contractor shall be that certain road which extends through the Aspen Creek subdivision from the intersection with 24 Avenue in Coleman, Alberta to the turn around as is more particularly outlined in red on Schedule "A" (the "Road").
2. The Contractor acknowledges that it has inspected the Road and that it is aware of any possible obstacles and obstructions including guard rails, fences, gates and curbing which must be avoided when removing snow and ice from the Road.
3. The Contractor shall, at its own expense, supply all labour and equipment necessary for the performance of all of its obligations hereunder in a timely and efficient manner.
4. The Contractor shall:
 - a. clear and remove snow and ice from the Road automatically at any time following a snowfall of over two inches, and at any such other times as the Owner may request;
 - b. grade and repair the Road as may be required to maintain the specifications set out in Schedule "B" annexed hereto at such times as the Owner may request; and,
 - c. supply, deliver and spread gravel on the Road as may be required to maintain the specifications set out in Schedule "B" annexed hereto at such times as the Owner may request.
5. The term of this agreement shall be for a period of one year, commencing on _____, 2001.

6. Charges for services hereunder shall be made by the Contractor (exclusive of any Goods and Services Tax) in accordance with Schedule "C" attached and forming a part of this agreement. The Contractor shall invoice the Owner on a monthly basis.
7. The Contractor acknowledges and accepts all risk arising or pertaining to the ownership, possession, use or operation of any equipment or machinery or arising from any occurrence occasioned, whether in whole or in part whether directly or indirectly, by any act, breach, omission, fault, default, or negligence of the Contractor or those for whom it is in law responsible. Any equipment or machinery left unattended in the Road or elsewhere by the Contractor or those for whom it is in law responsible shall be left at the sole risk of the Contractor.
8. The Contractor shall promptly indemnify and save harmless the Owner from any and all claims, demands, actions, damages, losses, or property damage arising directly or indirectly from the ownership, possessions, use or operation of any snow removal equipment or arising from any occurrence occasioned, whether in whole or in part whether directly or indirectly by any act, breach, omission, fault, default, or negligence of the Contractor or those for whom it is in law responsible. In case the Owner, through no fault of its own, shall be made a party to any litigation commenced by or against the Contractor, the Contractor shall protect and hold the Owner harmless and shall pay all costs, expenses and professional and legal fees incurred or paid by the Owner in connection with such litigation. The indemnities contained herein shall not be prejudiced by and shall survive the termination of this agreement.
9. The Contractor shall, during the entire term of this agreement and any renewal or extension of it, take out and keep in full force and effect insurance in which the limits of public liability shall be no less than \$_____ per person, and \$_____ per occurrence and in which property damage liability shall be not less than \$_____, the whole at the Contractor's sole cost and expense. The Owner may require at any time a copy of the insurance policies or may inspect the terms of them at the office of the Contractor.
10. The Contractor shall, at its own expense, obtain and maintain in good standing all permits, approvals, consents and licences required by any authorities having jurisdiction in order to own, possess, use or operate snow removal or road maintenance equipment or machinery and to carry on its business and shall otherwise comply promptly and at its own expense, with all laws, regulations, rules of all federal, provincial and municipal governmental authorities which may be applicable to the snow removal or road maintenance business, the conducting thereof on the Road and the operation of snow removal or road maintenance equipment or machinery.
11. The Owner may, without liability, terminate this agreement immediately on notice to the Contractor. Where the Owner is in default of any provisions of this agreement, the Contractor may terminate this agreement on thirty days' notice to the Owner, unless the Owner has cured such default within such thirty-day period, or is in the process of curing such default within such thirty day period, and thereafter diligently curing such default.

12. The Contractor shall not assign this agreement or any part of it and may not employ or retain anyone as a subcontractor or otherwise, to perform any part of its obligations under this agreement without in each instance obtaining the prior written consent of the Owner, which consent may be unreasonably withheld. The Owner shall have the right, at its election, to assign this agreement to any person, firm or corporation.
13. Any notice required or permitted to be given shall be in writing and may be given by personally delivering the same or mailing same by registered mail or sending same by telegram, telex, telecommunications device or other similar form of communication to the address of each party set out above; and, a notice shall, if personally delivered, be deemed to have been given at the time of delivery; if mailed by registered mail and properly addressed, postage prepaid, be deemed to have been given on the third day following and excluding the date on which it was so mailed; if sent by telegraph, telex, telecommunications device or other similar form of communication, be deemed to have been given on the day following the day on which it was sent.
14. In the event that any disagreement arises between the parties with reference to this Agreement or any matter arising hereunder and upon which they cannot agree, then any such dispute shall be referred to arbitration in accordance with the provisions of the Arbitration Act or other similar legislation in force in the Province of Alberta from time to time.
15. This Agreement shall be governed by the laws of the Province of Alberta and the parties attorn to the jurisdiction of the Courts of the Province of Alberta.
16. Time shall be of the essence of this Agreement.
17. This Agreement shall enure to the benefit of and be binding upon the parties and their respective heirs, successors, administrators and assigns.

IN WITNESS WHEREOF the parties hereto have executed this Agreement the year and date first above written.

Aspen Creek Limited

Per: _____ C/S

Per: _____ C/S

SCHEDULE "B"

STANDARDS & SPECIFICATIONS FOR ROAD MAINTENANCE

Inspect on a minimum bi-weekly basis the condition of the post and cable guard rails. Maintain and replace guardrails and signage as required. Remove any drainage obstructions and ensure culvert ends are erosion protected.

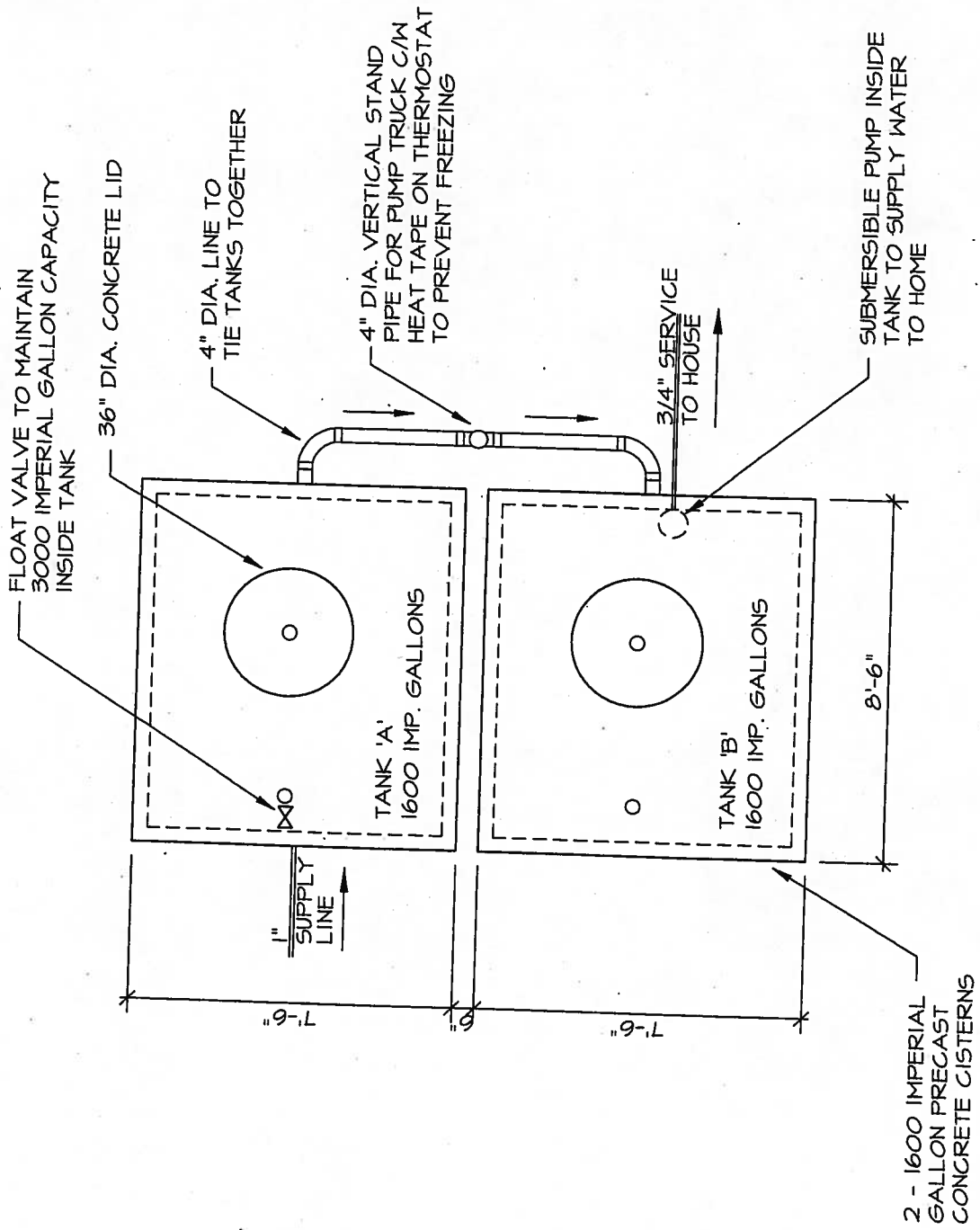
Re-grade areas where differential settlement has occurred and areas which do not drain properly. Remove excess material from the site or supply and spread fill and additional surfacing gravel to bring the grade to the original constructed and approved gradient including roadway crown and ditch slopes. Finished top width of the roadway to be minimum six meter width or wider as per original construction.

All material placed in embankments (road) shall be spread and bladed in successive layers not to exceed 0.150 meters in depth when compacted. Compact to a minimum of 98 percent proctor density at optimum moisture content. Designation 2, Class 20 surfacing gravel shall be placed to maintain a minimum depth of 50 mm of surfacing gravel for the full width of the road.

The Contractor is to maintain and submit a maintenance log showing maintenance activities performed and date of activities.

SCHEDULE "C"

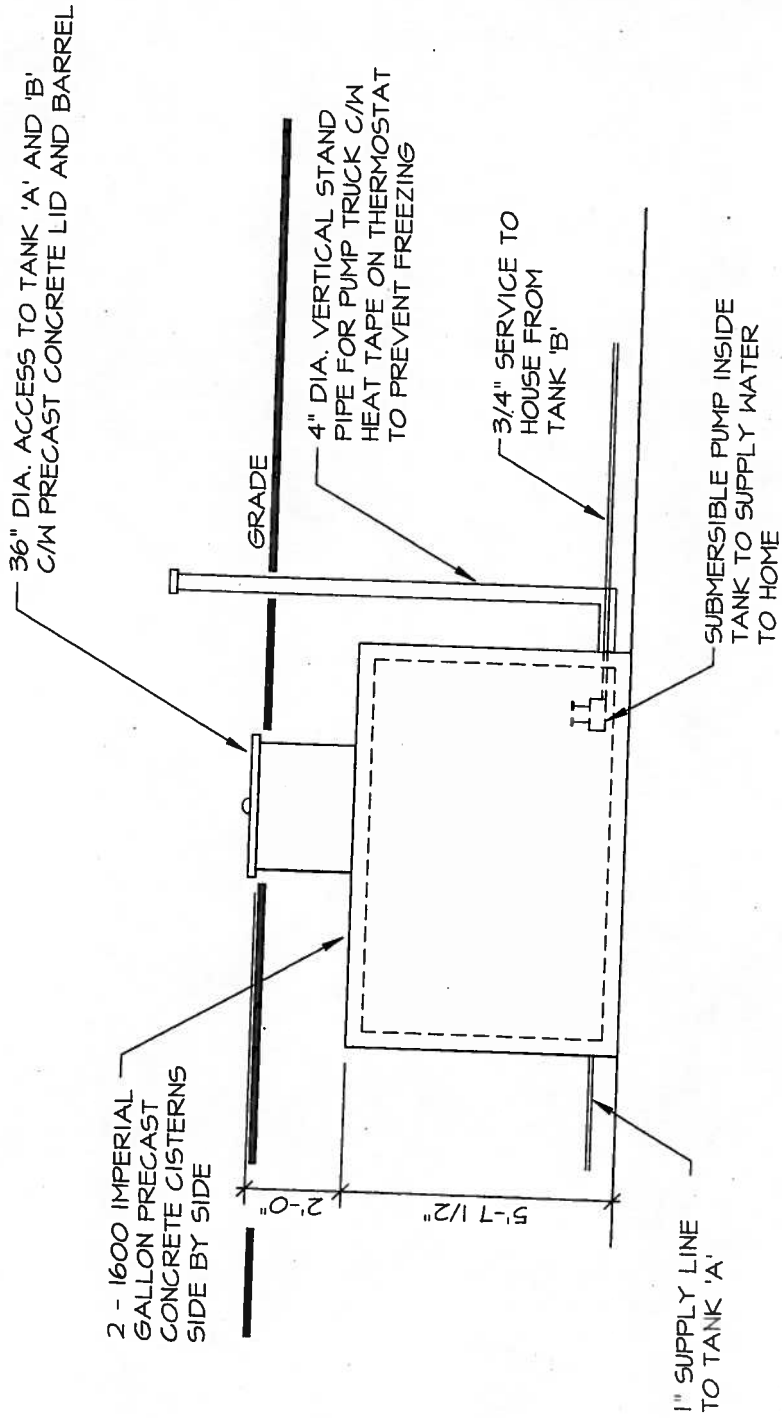
HOURLY EQUIPMENT RATES AND MATERIALS COSTS



PLAN VIEW
SCALE: 1/4" = 1'-0"

FIGURE 4.6
1 OF 2

FIGURE 4.6



ELEVATION VIEW
SCALE: 1/4" = 1'-0"

FIGURE 4.6
2 OF 2

SECTION 5.0
SEQUENCE OF DEVELOPMENT

5.1 SUBDIVISION

5.1.1 LAND USE RE-DESIGNATION

Approval has been granted from the Municipal District of the Crowsnest Pass to re-designate the northerly 10± acres to GCR-1 from the previous zoning of NUA-1.

5.1.2 AREA STRUCTURE PLAN

Development of Aspen Creek would follow the standards and intent of this A.S.P. to ensure a quality outcome.

5.1.3 APPLICATION FOR SUBDIVISION

An application for subdivision would be submitted to the Oldman River Intermunicipal Service Agency. This submission would include subdivision of the southerly 10± acres of SE 1/4 Section 16, Township 8, Range 4, W of 5 as part of the proposed development. It would also include the re-subdivision of the current Lots 1,2, and 3, Block 34, Plan 9411496 in order to make better use of the area being developed and to accommodate the new road. See figure 1.2.

5.1.4 REGISTRATION OF RESTRICTIVE COVENANTS, DEVELOPMENT AGREEMENT CAVEATS & EASEMENTS

Prior to the sale of any of the individual lots the developer will arrange to register a restrictive covenant on the title to include the architectural controls and development controls.

Pursuant to Section 655 of the Municipal Covenant Act the developer will register a caveat against the title relative to the development agreement. The caveat will be discharged by the Municipality once the terms and conditions have been met.

The private road easement as well as any other servicing easements that require registration will also be filed.