

**SUBDIVISION AND DEVELOPMENT APPEAL BOARD (SDAB)
AGENDA**

Date: Friday, February 27, 2026
Time: 9:00 am
Location: Council Chambers

Pages

1. Call to Order

The Subdivision and Development Appeal Board would like to acknowledge that the chambers in which we are holding today's meeting is situated on Treaty 6 territory, traditional lands of First Nations and Métis people.

2. Chair Introduction

3. Introductions

4. Additional Information

5. Approval of Agenda

Recommendation:

That the Subdivision and Development Appeal Board Agenda dated February 27, 2026 be approved.

6. Approval of Previous Minutes

4 - 8

Recommendation:

That the Subdivision and Development Appeal Board Minutes dated March 11, 2025 be approved.

7. Introduction of SDAB Hearing

APPEAL TO BE HEARD:	Development Permit Refusal
Municipal Address:	6201 50 Avenue
Zoning:	BT Business Transition
Legal Description:	Lot 2, Block 1, Plan 102159727
Permit No.	20260012
Appellant Name:	InvestPlus REIT - Domenic Mandato

8. Introduction of Appellant

9. Objections to Board

10. Hearing Process

- 10.1 Presentation of Development Authority 9 - 19
 - 10.1.1 Questions by the Board
 - 10.1.2 Presentation of Potential Conditions of Approval
- 10.2 Presentation of the Appellant 20 - 51
 - 10.2.1 Questions by the Board
- 10.3 Presentation of Affected Parties in Favour of the Appeal
- 10.4 Presentation of Affected Parties Opposed to the Appeal
- 10.5 Rebuttal (to new evidence only) of the Appellant
- 10.6 Read into Record Additional Information (if required)

11. Hearing of Appeal

- Presentation of Subdivision/Development Authority
 - Questions by the Board
 - Presentation of Potential Conditions of Approval
- Presentation of the Appellant
 - Questions by the Board
- Presentation of Affected Parties in Favour of the Appeal
- Presentation of Applicant
 - Questions by the Board
- Presentation of Affected Parties Opposed to the Appeal
- Rebuttal (to new evidence only) of the Appellant
- Read into Record Additional Information (if required)

12. Brief Recess

Recommendation:
That the February 27, 2026 Subdivision and Development Board Hearing recess for a short break at ____ AM.

13. SDAB Reconvenes

- Board Questions
 - 13.1 Board Questions

14. Summaries

- Subdivision/Development Authority Final Comments
- Applicant Final Comments
- Appellant Final Comments
 - 14.1 Development Authority Final Comments
 - 14.2 Appellant Final Comments

15. Close of Hearing

The Board's decision will be made within fifteen (15) days upon conclusion of the Hearing and those affected will be notified of the decision and reasons for it by mail.

16. In Camera

Recommendation:

That the February 27, 2026 Subdivision and Development Appeal Board Hearing go into a closed session at ____ AM/PM.

That the February 27, 2026 Subdivision and Development Appeal Board Hearing resume open session at ____ AM/PM.

17. Adjournment

Recommendation:

That the February 27, 2026 Subdivision and Development Appeal Board hearing be adjourned at _____ AM/PM.

SUBDIVISION AND DEVELOPMENT APPEAL BOARD (SDAB) MINUTES

Date: Tuesday, March 11, 2025
Time: 10:30 AM
Location: Council Chambers

SDAB Members Present Bernal Ulsifer, Chair
 Tom Schinold
 Larry McConnell
 Joe Rooks
 Dean Segberg

SDAB Administration Present Shannon Rowan, Clerk
 Hailey Stark, Recording Secretary

Development Authority Present Roxanne Shortt, Development Officer
 Amy Moore, Development Officer

1. Call to Order

Chair called the March 11, 2025 Subdivision and Development Appeal Board Hearing to order at 10:30 AM.

2. Chair Introduction

Subdivision and Development Appeal Board Chair, Bernal Ulsifer, introduced himself to those in attendance.

3. Introductions

All members of the Subdivision and Development Appeal Board introduced themselves.

All members of the Administration introduced themselves.

4. Additional Information

No additional information was brought forward.

5. Approval of Agenda

01-2025

Moved By: Tom Schinold

Seconded By: Dean Segberg

That the Subdivision and Development Appeal Board Agenda dated March 11, 2025 be approved.

CARRIED

6. Approval of Previous Minutes

02-2025

Moved By: Larry McConnell

Seconded By: Joe Rooks

That the Subdivision and Development Appeal Board Minutes dated October 23, 2024 be approved.

CARRIED

7. Introduction of SDAB Hearing

APPEAL TO BE HEARD:	Development Permit Refusal
Municipal Address:	5411 44 Street, Lloydminster, Alberta
Zoning:	C2 Highway Corridor Commercial
Legal Description:	Lot 1, Plan 832-0990
Permit No.	25-4684
Appellant Name:	Sandeep Bhullar

8. Introduction of Appellant

Sandeep Bhullar, Appellant, introduced himself.

9. Objections to Board

The Appellant had no objections to the members of the Board who were in attendance.

No objections were brought forward by audience members of the Subdivision and Development Appeal Board members who were in attendance for the hearing.

10. Hearing Process

The Board Chair explained the hearing process. No questions or concerns were brought forward.

11. Hearing of Appeal

11.1 Presentation of Development Authority

Roxanne Shortt presented on behalf of the Development Authority.

11.1.1 Questions by the Board

The Board asked to clarify that the Development Authority does not have the variance powers to approve this application. Roxanne Shortt confirmed.

11.1.2 Presentation of Potential Conditions of Approval

The Development Authority provided the Clerk with Potential Conditions of Approval for the Board to review. After review, the Clerk read the conditions into the hearing record.

1. Approved for Use only for Alcohol Sales.
2. The Applicant is responsible to obtain and maintain a Business License. Call 780-875-6184 ext. 2123 to confirm status.
3. Any changes to the scope of work or the addition of other uses may require additional permits to be submitted. The City shall be contacted prior to ensure conformance to Land Use Bylaw.
4. The applicant shall adhere to all Federal, Provincial, and Municipal regulations, bylaws, standards, and policies that apply.
5. The Applicant must contact Lucs van Assem, Pollution Prevention Project Lead, Wastewater Services, at 780-874-3700 ext. 2769, PRIOR to March 28, 2025, to confirm if a site inspection is required.
6. Any renovations for this development may require a Building Permit and/or a Plumbing Permit to be submitted to the City. Contact Jeff Sydoruk, Building Inspector, Superior Safety Codes at 780-870-9020 with the scope of work to confirm if additional permits are required.

The Board Chair asked the Appellant if they understood these conditions. The Appellant asked for the pollution piece to be repeated, then advised they understood the conditions.

11.2 Presentation of the Appellant

The Appellant, Sandeep Bhullar, presented their appeal.

11.2.1 Questions by the Board

The Board did not have any questions for the Appellant.

11.3 Presentation of Affected Parties in Favour of the Appeal

Krysta Schultz spoke in favor of the appeal.

11.4 Presentation of Affected Parties Opposed to the Appeal

No one present spoke opposed to the appeal.

12. Brief Recess

03-2025

Moved By: Tom Schinold

Seconded By: Dean Segberg

That the March 11, 2025 Subdivision and Development Board Hearing recess for a short break at 10:43 AM.

CARRIED

13. SDAB Reconvenes

The March 11, 2025 Subdivision and Development Board Hearing reconvened at 10:49 AM with all members in attendance.

13.1 Board Questions

The Board asked the Development Authority if they would have approved this application had they had the variance powers to do so. The Development Authority advised they did not have any concerns with the application.

14. Summaries

14.1 Development Authority Final Comments

The Development Authority did not have any further comments. The Board Chair asked if the Development Authority felt they had a fair hearing, Roxanne Shorrt acknowledged the Development Authority did have a fair hearing.

14.2 Appellant Final Comments

The Appellant wished to add that their proposed business will not negatively affect the neighbourhood, there have been no objections from the public, and that they own twelve (12) other locations and have always followed the rules and policies of the city they are located in.

The Board Chair asked the Appellant if they felt they had a fair hearing, the Appellant replied yes.

15. Close of Hearing

The Board's decision will be made within fifteen (15) days upon conclusion of the Hearing and those affected will be notified of the decision and reasons for it by email.

16. Adjournment

04-2025

Moved By: Larry McConnell

That the March 11, 2025 Subdivision and Development Appeal Board hearing be adjourned at 10:54 AM.

CARRIED

Shannon Rowan
Subdivision and Development Appeal Board Clerk

Bernal Ulsifer
Subdivision and Development Appeal Board Chair

DRAFT

DEVELOPMENT OFFICERS - STATEMENT TO THE BOARD

Date:	February 13, 2026	Land Use District:	BT – Business Transition		
Application:	26-5542	Permit:	20260012	Decision of the Development Officer:	REFUSED
Applicant Name:(Contact Name and Company)	InvestPlus REIT – Domenic Mandato				
Applicant Address:	#200, 4723 – 1 Street S.W., Calgary, AB T2G 4Y8				
Project Address:	6201 – 50 Avenue, Lloydminster, SK	Legal Description:	Lot 2, Block 1, Plan 102159727		
Registered Landowner:	InvestPlus GP Ltd.				
Description of Development:	Addition Built over a Registered Easement				

Development Permit Application: Schedule 'A'
Development Officer Decision: Schedule 'B'
Location Sketch: Schedule 'C'
Utility Right of Way Plan 101857046: Schedule 'D'
Cross Access Right of Way: Schedule 'E'

DEVELOPMENT OFFICER'S APPEAL STATEMENT

BACKGROUND:

An application was received on January 8, 2026, for an addition that was constructed without permits or approvals at 6201 – 50 Avenue, Lloydminster, Saskatchewan.

Upon review of the application package and a review of Land Use Bylaw 5-2025, Subsection 13.21 – Easements and Right of Ways, the City was not prepared to grant permission to build over the existing Cross Access Easement or the Utility Right of Way that contains crucial City infrastructure.

Upon a review of historical information for this site, all permits stated: "No portion of the building is permitted to encroach on, over, or under any portion of the easement."

There is email communication that confirms that the City will not permit any construction, temporary or otherwise, to be built on the utility right of way. The utility right of way, Plan 101857046 is included as Schedule 'D' and the Cross Access Right of Way as Schedule 'E' for reference. This was provided to the owner during the original construction in about 2005.

As per our conversation this morning, there is to be no construction of temporary or permanent buildings on the utility right-of-way outlined on Plan 101857046 which was e-mailed to you previously. Please refer to the easement agreement registered on the title of the property for further clarification. I have faxed you a copy of it.

Thanks

The Development Officer sent an inquiry on the ability to allow the proposed (existing) development to remain over the easement to Internal City Departments and the following provides a summary of information reviewed:

DEVELOPMENT OFFICERS - STATEMENT TO THE BOARD

- An emphasis on the significance of the existing mains and maintaining room to adequately replace this infrastructure should/when the need arises.
 - o The specific sanitary main is 7.0+ metres deep and the easement width allows for its replacement in the future.
- The extension of 49 Avenue, must be protected as it houses water distribution and sanitary sewer collection infrastructure that is vital to the operation of the City of Lloydminster.
- Within this Easement there is a 762mm water main that provides the only connection between the Water Treatment Plant and the rest of the water distribution system for the City of Lloydminster.
 - o This section of water main is the backbone of the system and must be heavily protected.
 - o Similarly, the sanitary sewer within this easement is part of the North Trunk and consist of a 1050mm sanitary sewer. This section of sanitary sewer provides the final connection between the City of Lloydminster sanitary sewer collection system and the Wastewater Treatment Plant.
 - o Along with these two critical mains, there also exists a 250mm watermain that provides the development with water service connections.
- the infrastructure through this corridor is of utmost importance within our collection and distribution systems and because of their significance their protection is critical to City Operations.

13.21 Easements and Rights-of-Way

- 13.21.1 No **development**, including **temporary development** such as **portable signs** or **sheds**, shall be allowed on or over any **easement** or right-of-way without **landowner authorization** in accordance with *Subsection 13.34*.
- 13.21.2 Notwithstanding *13.21.1*, **portable signs** may be placed on or over an **easement** or right-of-way registered in the name of the **City** provided they conform with all applicable provisions included in *Subsection 16.5.4*, including provisions regarding **road** rights-of-way where applicable and obtain a **Development Permit**.
- 13.21.3 The owner of any **development**, including **temporary development** such as **portable signs** or **sheds** placed on or over an **easement** with or without a **Development Permit**, shall be responsible for:
- a. any damage done to the underlying infrastructure beneath or upon an **easement** or right-of-way, and
 - b. any damage done to the **development**, lands, adjacent **buildings**, or otherwise should the **easement** or right-of-way need to be accessed and damages occur.

A Location Sketch showing the area has been provided for context as Schedule “C”.

Administration completed the review of Land Use Bylaw 05-2025, Municipal Development Plan (MDP), and other applicable City Bylaws and Policies and refused the application on January 12, 2026.

FACTS TO THE BOARD:

Administration received a Development Permit Application on January 8, 2026.

DEVELOPMENT OFFICERS - STATEMENT TO THE BOARD

Administration deemed the application complete on January 8, 2026.

The application was refused on January 12, 2026, with the Notice of Decision being sent to the applicant on January 12, 2026.

BOARD'S AUTHORITY AND DEVELOPMENT OFFICER'S SUBMISSIONS

The Board's authority with respect to a development appeal is set out in s. 687(3)(c) and (d) of the *Municipal Government Act*:

- (c) may confirm, revoke or vary the order, decision or development permit or any condition attached to any of them or make or substitute an order, decision or permit of its own;
- (d) may make an order or decision or issue or confirm the issue of a development permit even though the proposed development does not comply with the land use bylaw if, in its opinion,
 - (i) the proposed development would not
 - (A) unduly interfere with the amenities of the neighbourhood, or
 - (B) materially interfere with or affect the use, enjoyment, or value of neighbouring parcels of land, and
 - (ii) the proposed development conforms with the use prescribed for that land or building in the land use bylaw.

Sincerely,



Roxanne Shortt, ALUP
Development Officer, Planning
City of Lloydminster, Operations Centre

New Construction and Additions - Comm_Ind_MF

What type of permit are you applying for?

Development

Is the project existing or under construction?

Yes

What type of project are you applying for?

Other

You selected "Other" for project type, please describe your proposed project in detail.

We would like to receive a development permit for an existing bathroom that was constructed in the past for a building we now own.

Property Address (Where work is being completed)

6201-50 Avenue

Lot Number:

2

Block Number:

1

Plan Number:

102159727

Tax Roll Number

11001081000

Land Use District (Zoning)

BT

Applicant First Name

Domenic

Applicant Last Name

Mandato

Applicant Business Name (If Applicable)

InvestPlus REIT

Address Line 1

200 4723 1st Street SW

City

Calgary

Province

AB

Postal Code

T2G 4Y8

26-5542
1102208
20260012

\$600.00

12 Primary Telephone Number

New Construction and Additions - Comm_Ind_MF

(403) 663-8772

E-mail address

dsmandato@investplusreit.com

Are you the landowner listed on the Land Title?

Yes

Are you the Contractor for this project?

No

Who is Paying the Application Fees?

Applicant/Landowner

Construction Value:

150000

Please provide a detailed description of the project/proposed work.

We are requesting a development permit to allow for an existing bathroom that was constructed prior to our acquisition of the property. The bathroom serves as an amenity that is necessary and that is required by our tenant for their clients. While we understand the permit for this bathroom does not exist and hence the request.

I understand that this is only an application and submission of this application does not mean I can commence construction

Yes

I declare that I will notify the City of any proposed changes to the plans submitted with this application.

Yes

I consent to receiving notifications & correspondence regarding this application via email unless otherwise specified by the applicant in writing.

Yes

I am aware, that if I am not the landowner listed on the land title, a copy of this application and decision may be provided by our office to the landowner for their records.

Yes

**DEVELOPMENT PERMIT
NOTICE OF DECISION**

DP Application #

26-5542

DP Permit #

20260012

Decision: Approved Refused Development Officer Reviewer: Roxanne Shortt

Issued Date: January 12, 2026 Valid Date: February 3, 2026

Development Classification: Permitted Discretionary Variance Land Use District: BT Business Transition

Applicant Name: (Contact Name and Company) InvestPlus REIT – Domenic Mandato

Applicant Address: #200, 4723 – 1 Street S.W., Calgary, AB T2G 4Y8

Appeal Date Expiry: January 31, 2026 Application Fee: \$600.00 Receipt #: 1102208

Project Address: 6201 – 50 Avenue, Lloydminster, SK Legal Description: Lot 2, Block 1, Plan 102159727

Registered Landowner: InvestPlus GP Ltd.

Description of Development: Addition Built over a Registered Easement

Notice of Decision and Conditions:

The existing Development for the addition of a washroom at 6201 – 50 Avenue was constructed without permits and was built over a registered easement and drive aisle. It is therefore **REFUSED** as applied for on January 8, 2026, for the following:

1. The structure was built over a registered easement.
2. Subsection 13.21.1 – As the owner on title for the easement, the City is not willing to grant owner authorization due to the existing underground utilities within the easement.

Although refused, this permit is subject to a twenty-one (21) day appeal period from the date of issuance.

Any development commenced or undertaken within the twenty-one (21) day appeal period, or where an appeal has been filed but not finally determined, shall be solely at the risk of the developer and in no event shall the City be liable for the filing or outcome of any appeal.

If you are not in agreement with this decision or the conditions described herein, it may be appealed within twenty-one (21) days from the date of decision (as per Section 686: *Municipal Government Act*) by submitting a written notice and processing fee as identified in the current Fees and Charges Bylaw, to the following:

City Hall – Office of the City Clerk
Attention - Secretary of the Subdivision and Development Appeal Board
4420 – 50 Avenue
Lloydminster, AB T9V 0W2

If you have any questions, or require any clarification, please contact the undersigned at (780) 874-3700 or by email at rshortt@lloydminster.ca.

Sincerely,


Roxanne Shortt, ALUP
Development Officer, Planning
City of Lloydminster, Operations Centre

Schedule C

Location Sketch

LEGAL DESCRIPTION

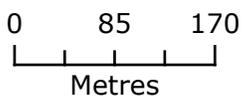
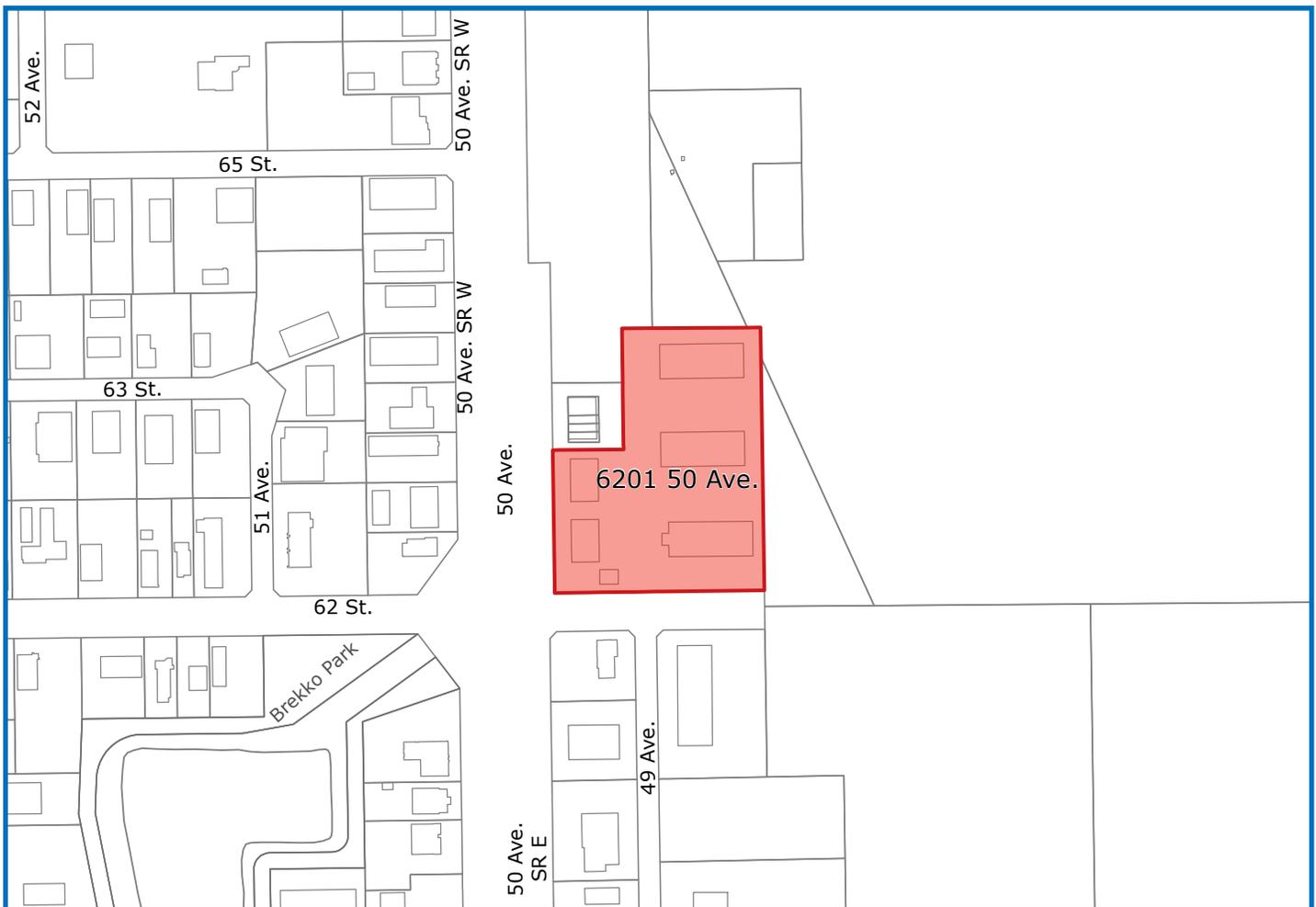
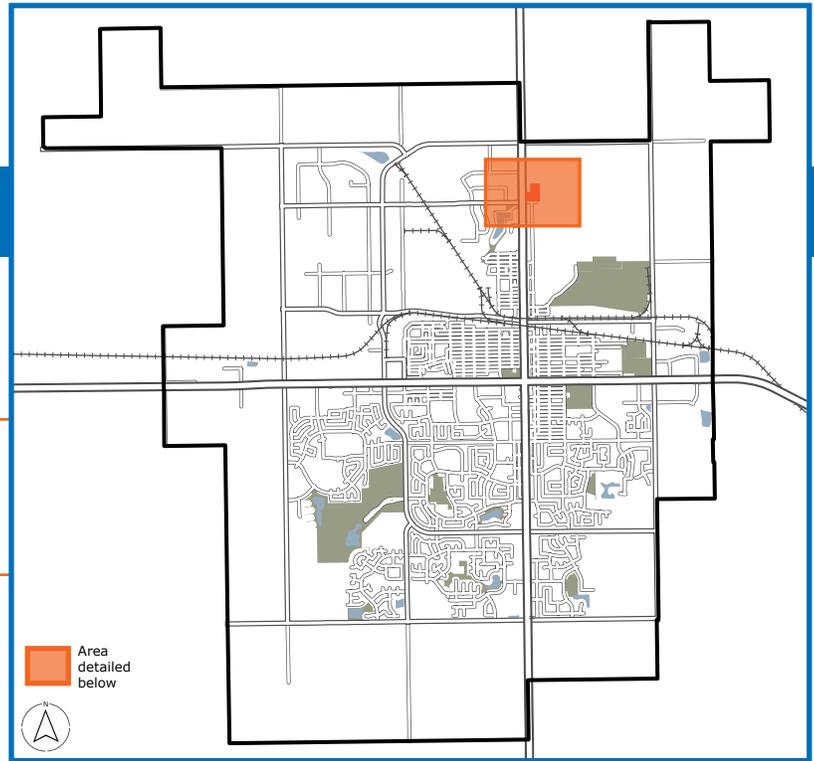
Lot: 2, Block: 1, Plan: 102159727

MUNICIPAL ADDRESS

6201 50 Avenue
Lloydminster, SK

Date: 02/06/2026

File No. (PD): SDAB



 Subject Lands
 Legal Parcel

 Existing Building

ROAD_CNTR_InCityBoundary_FullAttributes

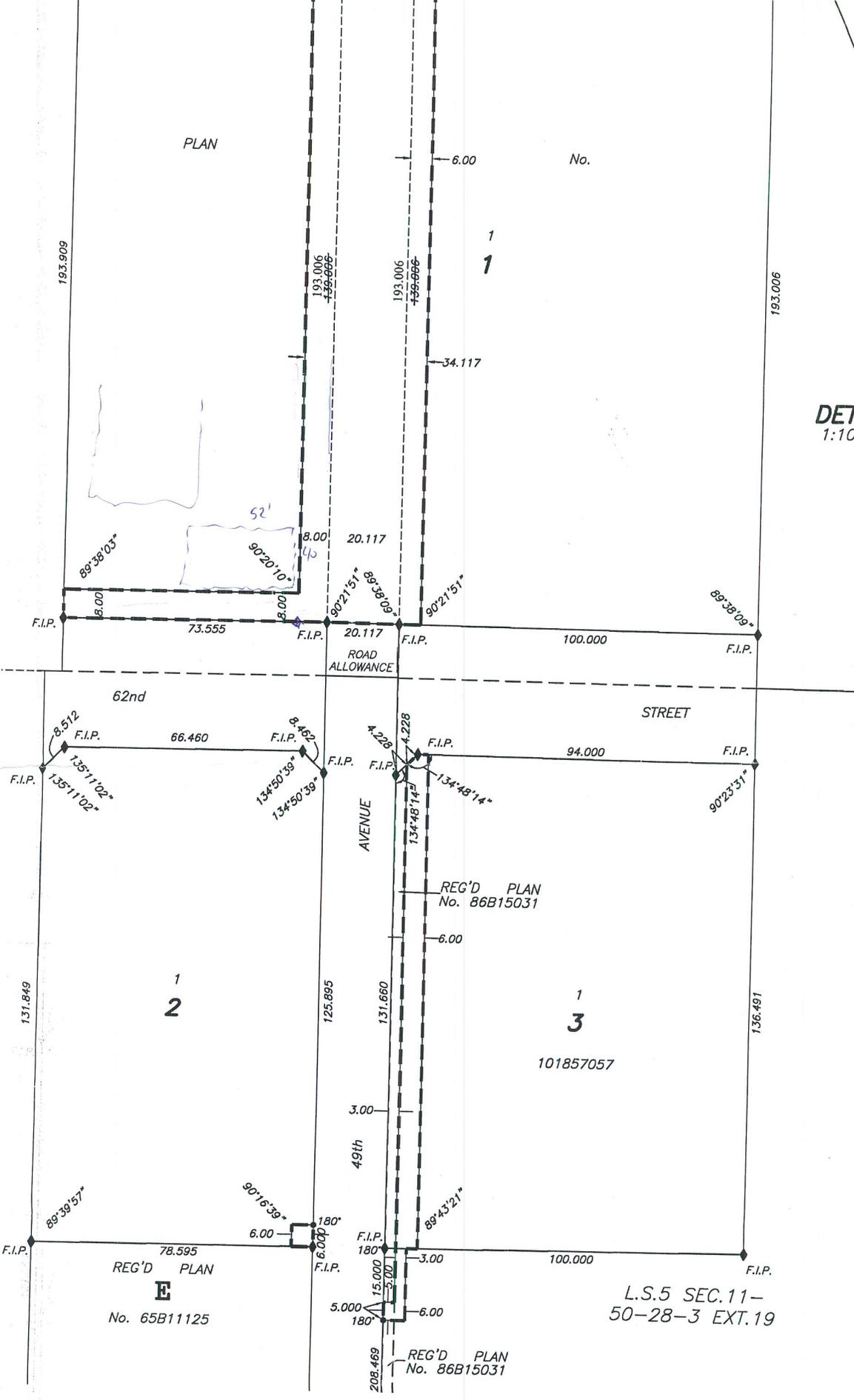


PLAN

No.

1
1

DETAIL
1:1000

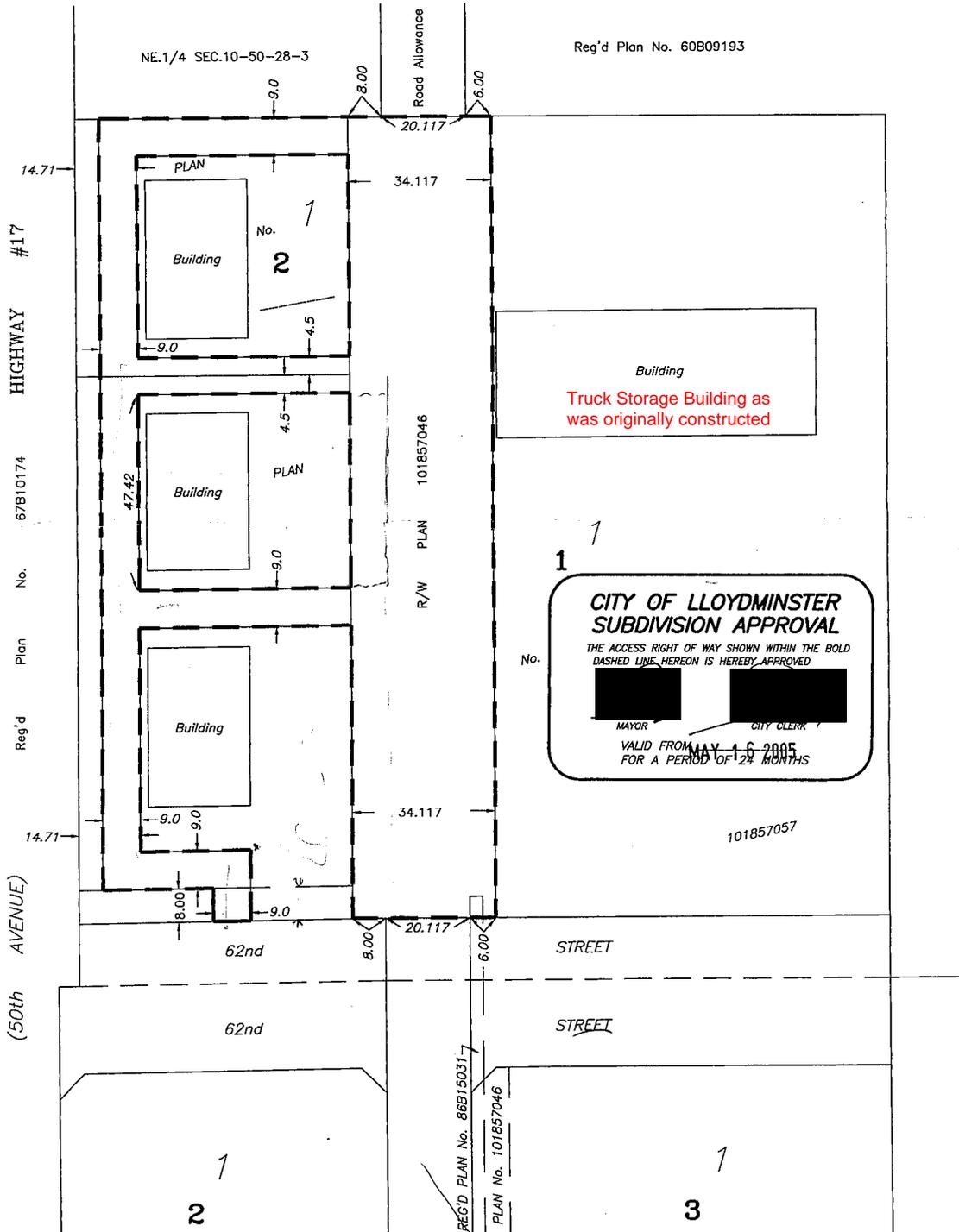


LTD.

PLAN OF PROPOSED ACCESS RIGHT OF WAY

Schedule 'E'

WITHIN
 LOT 1 BLOCK 1, PLAN No. 101857057 &
 LOT 2 BLOCK 1, PLAN No. _____
 IN THE
 FRAC. N.E.1/4 SEC.10-TWP.50-RGE.28-W.3Mer.
 SCALE 1:1000 **2005** Kevin B. Beatty, S.L.S.



Subdivision and Development Appeal Board

Application to Appeal



LLOYDMINSTER

Submission Date	Date: <u>JAN 30 2026</u>		OFFICE USE ONLY									
APPEAL PROPERTY INFORMATION	Municipal Address: <u>6201 50th ave</u>		RECEIVED DATE: <input type="text"/>									
	Municipal Tax Roll #: <u>11001081000</u> Zoning: <input type="text"/>		SDAB APPEAL # <input type="text"/>									
	Legal Description: Lot: <u>2</u> Block: <u>1</u>		APPLICATION #: <input type="text"/>									
	Legal Plan: <u>102159727</u>		PERMIT #: <input type="text"/>									
	Permit Number Being Appealed: <input type="text"/>		PERMIT FEE: <input type="text"/>									
APPELLANT INFORMATION	Appellant Name: <u>Investplus GP LTD.</u>		RECEIPT #: <input type="text"/>									
	Address: <u>200,4723 1st Street SW</u>		APPEAL HEARING DATE: <input type="text"/>									
	<u>Calgary, AB</u> Postal Code: <u>T2G 4Y8</u>		DECISION ISSUED DATE: <input type="text"/>									
	Phone: <u>403.663.8772</u>		APPEAL GRANTED: <input type="checkbox"/> Yes <input type="checkbox"/> No									
	Email: <u>info@investplusreit.com</u>		CONDITIONS ON APPEAL: <input type="checkbox"/> Yes <input type="checkbox"/> No									
APPEAL AGAINST Each appeal requires an application	<input type="checkbox"/> Development Permit <input type="checkbox"/> Approval <input type="checkbox"/> Conditions of Approval <input type="checkbox"/> Refusal		<input type="checkbox"/> Subdivision Application <input type="checkbox"/> Approval <input type="checkbox"/> Conditions of Approval <input type="checkbox"/> Refusal									
	<input type="checkbox"/> Notice of Contravention <input type="checkbox"/> Stop Order											
REASONS FOR APPEAL (Sections 678 and 696 of the Municipal Government Act (MGA) require that written Notice of Appeal must contain specific reasons for the appeal.)	I do hereby appeal the decision of the Subdivision/Development Authority for the following reasons (Attach separate page if required): <div style="background-color: black; width: 200px; height: 40px; margin: 10px 0;"></div> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div data-bbox="267 1344 928 1409" style="border: 1px solid black; padding: 5px;">Signature of Appellant / Agent</div> <div data-bbox="928 1344 1472 1409" style="border: 1px solid black; padding: 5px; text-align: center;"> <u>JAN 30 2026</u> Date of Signature </div> </div>											
APPEAL BOARD DECISION	<table border="1" style="width: 100%; height: 100%; border-collapse: collapse;"> <tr><td style="height: 20px;"> </td></tr> </table>											

Collection and Use of Personal Information: The personal information being collected on this form is for the purposes of processing and acting upon this application in accordance with the Municipal Government Act, and is protected by the privacy provisions of the Freedom of Information and Protection of Privacy Act (FOIP). The City will not share your personal information for purposes outside of those stated without your permission in writing, unless there is a specific exemption stated in the Municipal Government Act.

IMPORTANT NOTICE: THIS APPLICATION DOES NOT PERMIT YOU TO COMMENCE CONSTRUCTION UNTIL SUCH TIME A DEVELOPMENT PERMIT HAS BEEN ISSUED BY THE DEVELOPMENT AUTHORITY AND ALL OTHER PERMITS (IF REQUIRED) ARE APPROVED. IF A DECISION HAS NOT BEEN ISSUED WITHIN 40 DAYS OF THE DATE THE APPLICATION IS DEEMED COMPLETE, YOU HAVE THE RIGHT TO FILE AN APPEAL TO THE SUBDIVISION AND DEVELOPMENT APPEAL BOARD. APPEALS TO THE SUBDIVISION AND DEVELOPMENT APPEAL BOARD CAN ALSO BE FILED IN REGARDS TO PERMIT REFUSALS AND/OR CONDITIONS WITHIN 21 DAYS OF A DECISION.

January 30, 2026

Secretary, Subdivision and Development Appeal Board c/o Office of the City Clerk City of
Lloydminster 4420 50 Avenue Lloydminster, AB/SK T9V 0W2

**Re: Appeal of Refused Development Permit Application No. 26-5542 – 6201 50 Avenue,
Lloydminster, SK Notice of Decision dated January 12, 2026 Appeal Grounds and Request for
Approval**

Dear Secretary,

Pursuant to the Municipal Government Act and the City of Lloydminster Land Use Bylaw, InvestPlus GP Ltd., as owners of the property at 6201 50 Avenue, hereby appeals the refusal of Development Permit Application No. 26-5542 and requests that the Subdivision and Development Appeal Board approve the permit (or approve it subject to reasonable conditions).

The application seeks retroactive approval for an existing outdoor washroom addition, identified during review of our proposed Sandstone Development subdivision. The refusal cites:

1. The structure is built over a registered easement.
2. Subsection 13.21.1 – The City, as easement owner, declines authorization due to underground utilities.

We respectfully submit that these concerns are not substantiated by site conditions, prior City positions, or the low-impact nature of the addition, for the following reasons:

- **No material impact on the easement or utilities:** Utility locates and the detailed site sketch (Schedule D – Sketch Plan Showing Bathroom with Utility Locates and Direction, prepared by McElhanney Ltd., dated January 29/26) confirm that the washroom does not intersect, encroach upon, or endanger any underground utilities. The plan illustrates approximate locations of buried utilities—including a buried gas line (solid G line), buried power cable (dashed E line), buried telecommunications cable (dashed T line), telecommunications pedestal, gas meter, and power meter—using a 1:200 scale for precision and a 1:5000 key plan for context. The bathroom addition (outlined in red grids) is positioned with clear separation from these utilities, maintaining full clearance and unobstructed access for maintenance or repairs. No utility lines pass directly through or under the structure's footprint, and the hatched area denoting the portion of the building within the easement shows no conflict with utility paths. This evidence demonstrates that the addition poses no risk to utility integrity, safety, or operational needs, rendering the refusal's concerns unsubstantiated.
- **Precedent with existing concrete pad:** The washroom is constructed entirely atop an existing concrete pad, which the City has previously confirmed can remain in place without removal or modification (Schedule E – Email from the City regarding the concrete pad). This

explicit acknowledgment from the City establishes that the pad itself does not interfere with underground utilities, easement access, or maintenance requirements. Extending this precedent to the washroom—a small, lightweight structure fully contained within the pad's footprint—is logical and equitable, as there is no meaningful distinction in terms of impact, risk, or functionality. The bathroom adds no additional burden to the easement beyond what the approved pad already imposes, and requiring its removal would contradict the City's prior position while imposing undue hardship on the property owner without enhancing public safety or utility integrity.

- No interference with traffic, access, or the Municipal Development Plan:** The area experiences only local traffic with no through traffic. The addition does not impede vehicle movement, parking, or access (photo evidence in Schedule C and additional photo showing the bathroom within its boxed area). The cross-access agreement and right-of-way (Schedule B – Cross Access Agreement dated May 6, 2005, and associated Plan No. 101870412) primarily govern shared driving and parking areas, defining "Access" as non-exclusive rights of ingress and egress by vehicle and foot between the parcels and to 62nd Street (Articles 1 and 3). The bathroom overlaps portions of Plan 101 870 412 (Cross Access R/W) and Plan 102 081 989 (City Utility R/W) but does not affect drive aisles or traffic flow, as its small scale and position (per Schedule D) align with Article 5.1's allowance for encroachments or improvements that do not materially or adversely affect the grantee's rights—provided no barriers or obstructions hinder access. The agreement explicitly subordinates access rights to utilities and further constructions (Article 5.1(i)-(ii)), with provisions for alternate reasonable access if needed, which is not applicable here given the negligible impact. Furthermore, the structure does not conflict with the City's Municipal Development Plan ("Connection to Our Future," Bylaw No. 14-2023), which promotes orderly, efficient growth and supports subdivision development through coordinated land use, mutual easements (as required by the City under section 147 of The Land Titles Act, 2000), and collaboration among stakeholders. Approving this minor retroactive permit facilitates the proposed Sandstone subdivision in alignment with the MDP's long-term goals for integrated transportation networks, efficient infrastructure use, and equitable investment without introducing any adverse impacts on future planning objectives or the mutual access protections intended by the agreement.
- Minimal scale and ancillary use:** This is a small outdoor bathroom (Schedule C), not part of the main building footprint, with negligible impact on the easement's primary function (utility protection and access).
- Support for broader subdivision goals:** Approval would facilitate the proposed subdivision (Schedule A – Plan of Proposed Subdivision for the Sandstone Development, prepared by McElhanney Ltd., Plan ID: 34111452500-VL-SUBD-001, certified correct on March 11, 2024, by Saskatchewan Land Surveyor Robert G. King) by regularizing this minor existing feature without relocation costs or delays. The plan subdivides all of Lot 2, Block 1, Plan 102159727 (located in the Frac. N.E. 1/4 Sec. 10 and N.W. 1/4 Sec. 11, Twp. 50, Rge. 28, W.3 Mer.) into five new lots (Lots 3-7), creating a total area of 3.98 hectares (9.82 acres) with individual lot sizes as follows: Lot 3 (0.47 ha/1.15 ac), Lot 4 (0.63 ha/1.56 ac), Lot 5 (0.87 ha/2.15 ac), Lot 6

(1.06 ha/2.62 ac), and Lot 7 (0.95 ha/2.34 ac). This subdivision integrates seamlessly with existing infrastructure, including the Cross Access R/W (Plan 101870412) and Utility R/W (Plan 102081989), as shown on the 1:2000 scale plan with precise measurements in meters. The bathroom addition, located within the current Lot 2, is ancillary and does not alter the proposed lot boundaries or access points (e.g., along 62nd Street and 49th Avenue). Regularizing it now would enable timely progression of the Sandstone Development, promoting efficient land use and economic benefits for the City through new developable parcels, without compromising the overall subdivision's viability or alignment with municipal growth objectives. Furthermore, subdividing this parcel would expand the City's property tax base, generating increased revenue through higher assessed values from new developments, as well as development fees, off-site levies, and utility charges. This growth supports long-term financial sustainability by diversifying revenue sources and funding infrastructure without solely relying on tax rate increases. We are prepared to register a builder's caveat or similar agreement committing to remove the bathroom (if ever required for easement/utilities purposes) at our expense, providing the City full protection.

Granting this permit aligns with practical planning, equity (consistent with the concrete pad allowance), public safety, and efficient development. No evidence shows risk to utilities, traffic, or access—only unsubstantiated concerns that our attachments refute.

We enclose:

- Schedule A – Plan of Proposed Subdivision for the Sandstone Development
- Schedule B – Cross Access Agreement & Cross Access Right of Way
- Schedule C – Pictures of Outdoor Bathroom (including boxed area view)
- Schedule D – Sketch Plan Showing Bathroom with Utility Locates and Direction
- Schedule E – Email from the City Regarding the Concrete Pad

We request that this appeal proceed to hearing. We are available to attend, provide further details (e.g., additional utility verifications), or accept conditions such as the proposed removal caveat.

Thank you for your consideration. Please confirm receipt and advise on hearing scheduling.

Sincerely,



Domenic Mandato, Director
InvestPlus GP Ltd.

Schedule A

Plan of Proposed Subdivision for the Sandstone Development

**PLAN OF PROPOSED SUBDIVISION
OF ALL OF LOT 2, BLOCK 1, PLAN 102159727
IN THE FRAC. N.E. 1/4 SEC. 10 & N.W. 1/4
SEC. 11 TWP. 50 RGE. 28 W.3 MER.
CITY OF LLOYDMINSTER**

TOTAL AREA OF PROPOSED SUBDIVISION:

	HECTARES	ACRES
LOT 3:	0.47	1.15
LOT 4:	0.63	1.56
LOT 5:	0.87	2.15
LOT 6:	1.06	2.62
LOT 7:	0.95	2.34
TOTAL:	3.98	9.82

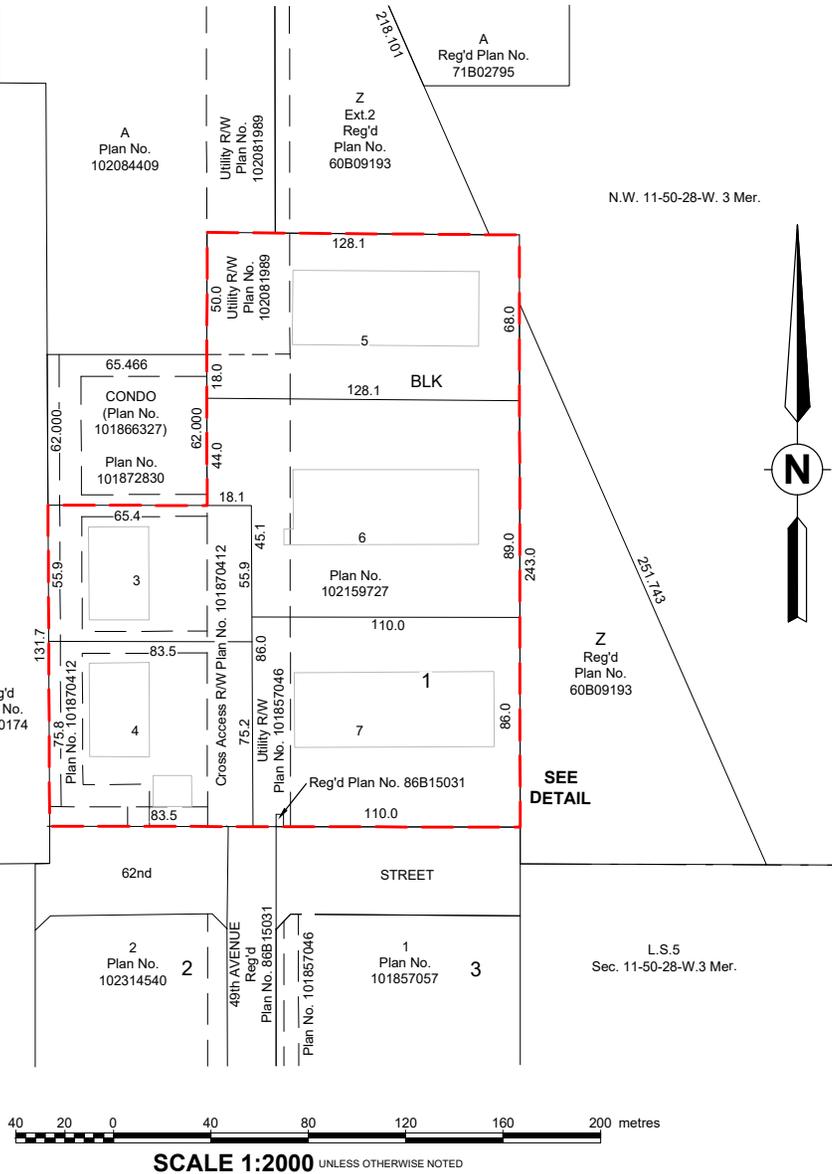
Measurements are in meters and decimals thereof.
Some measurements are approximate and may differ from
the final plan of survey by as much as 10 meters.
Portion to be approved is outlined with a bold dashed line.
Certified correct this 11th day of March, 2024.



SASKATCHEWAN LAND SURVEYOR
(ROBERT G. KING)

McElhanney
McElhanney Ltd.
6203 - 43rd Street,
Lloydminster AB T9V 2W9
Tel. 780-875-8857

PLAN ID: 34111452500-VL-SUBD-001	
DRAF: NM	CHKD: RGK
DATE: Apr. 17/24	PAGE: 1 OF 3

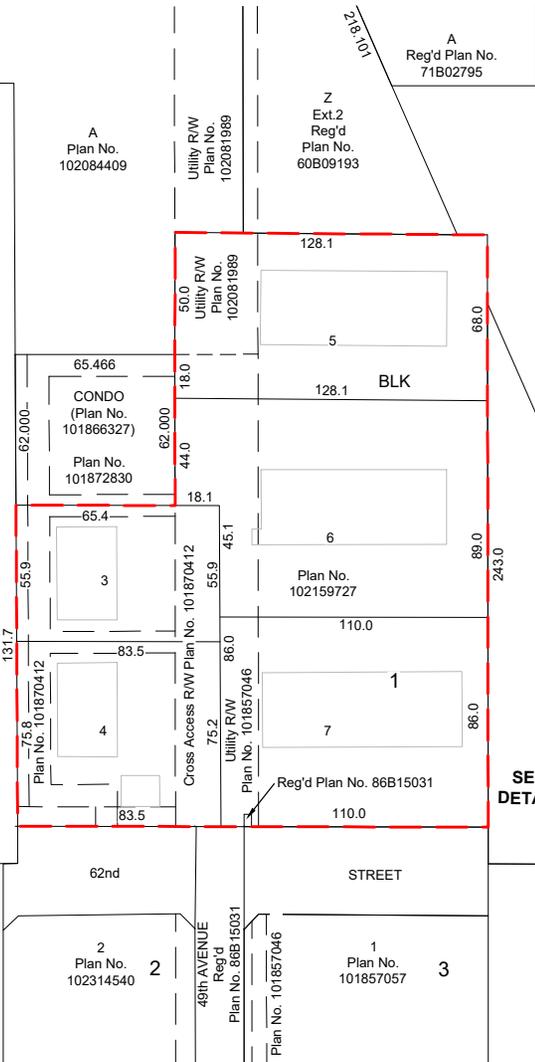


RGE.1 W.4 MER.

Road Allowance

RGE.28 W.3 MER.

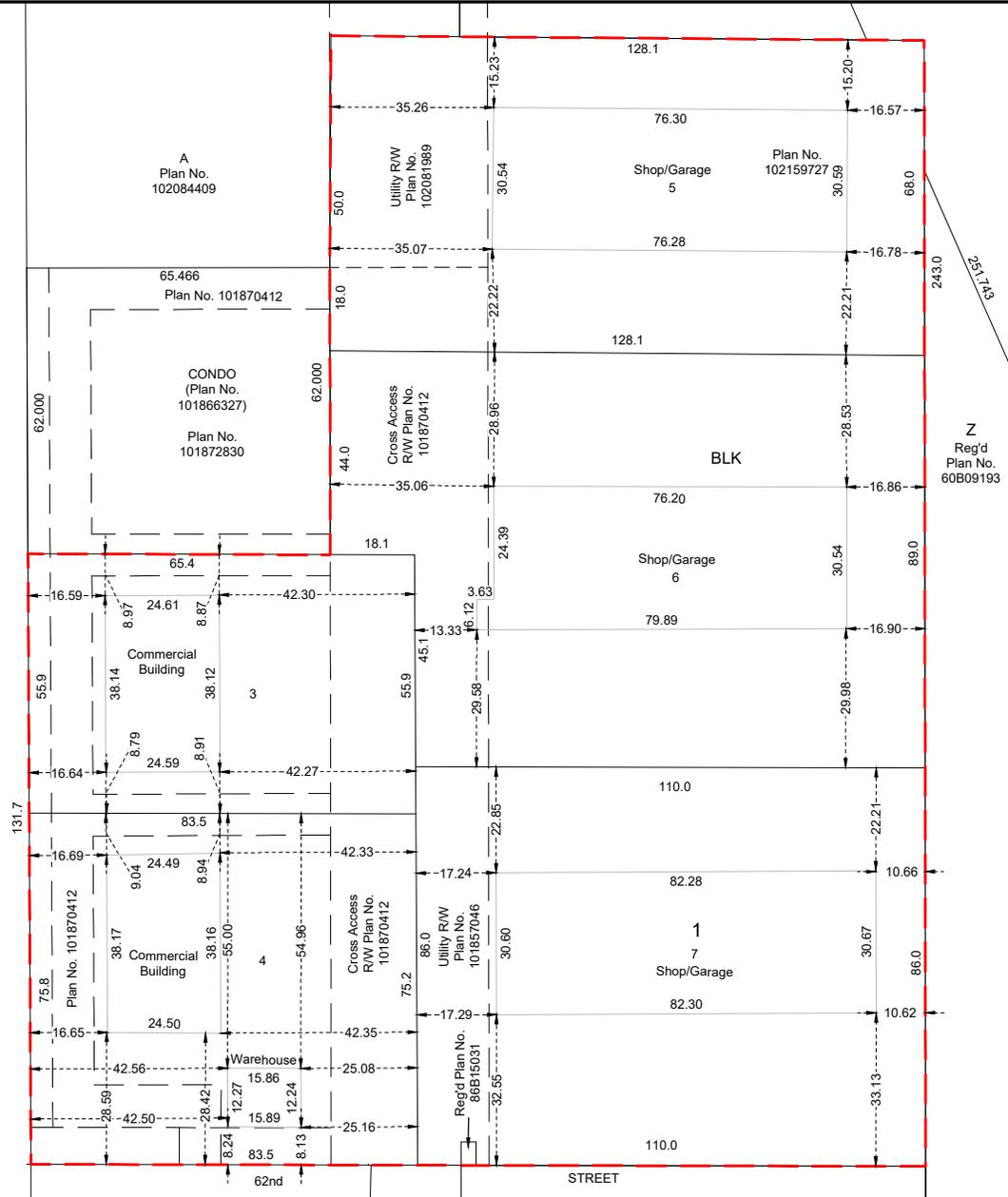
Reg'd
Plan No.
67B10174



SCALE 1:2000 UNLESS OTHERWISE NOTED

Reg'd
Plan No.
67B10174

DETAIL
Scale = 1:1000



 <p>McElhanney Ltd. 6203 - 43rd Street, Lloydminster AB T9V 2W9 Tel. 780-875-8857</p>	<p>PLAN ID: 34111452500-VL-SUBD-001</p>
	<p>PAGE: 3 OF 3</p>

Schedule B

Cross Access Agreement & Cross Access Right of Way



AATT



**Information
Services
Corporation**
of Saskatchewan

Begin Attachment Sheet

Instructions

Use the Begin Attachment Sheet to separate the bar-coded application/request sheets from documentation you would like to submit to support your request.

Use the Begin Attachment Sheet for submissions in both paper format and electronic format (e-mail, e-fax, CD-ROM).

Do not use this Begin Attachment Sheet to separate Application/Request Sheets that do not have supporting documentation.

Example 1:

When submitting a Plan Processing Packet Cover Page with a Plan Processing Request Sheet and a Plan on paper with additional supporting documentation add this Begin Attachment Sheet between the Request Sheet and the Plan. This indicates the end of the request and the beginning of the plan that you have attached. The order for submitting this package would be the Packet Cover Page first, the Request Sheet, the Begin Attachment Sheet, followed by the Plan and other supporting documentation.

Example 2:

When submitting a Land Registry Packet Cover Page, with a Land Registry Application Sheet and a mortgage for example on paper add this Begin Attachment Sheet between the Application Sheet and the mortgage. This indicates the end of the request and the beginning of the mortgage. The order for submitting this package would be the Packet Cover Page first, the Application Sheet, then the Begin Attachment Sheet followed by the mortgage.

THIS AGREEMENT is made the 6th day of May, 2005.

BETWEEN:

1102147 ALBERTA LTD., a body corporate duly registered under the laws of the Province of Saskatchewan

(in one capacity hereinafter called the "Grantor")

-and-

1102147 ALBERTA LTD., a body corporate duly registered under the laws of the Province of Saskatchewan

(in one capacity hereinafter called the "Grantee")

CROSS ACCESS AGREEMENT
(Province of Saskatchewan)

WHEREAS the Grantor is the registered owner of the following described lands, namely:

LOT 1 BLOCK 1 PLAN 101857057
SURFACE PARCEL NO 154367871
(hereinafter referred to as "Parcel 1")

-and-

LOT 2 BLOCK 1 PLAN 101866327
SURFACE PARCEL NO. 154367860
(hereinafter referred to as "Parcel 2")

(Parcels 1 and 2 hereinafter collectively called the "Parcels" or individually a "Parcel")

AND WHEREAS pursuant to section 147 of *The Land Titles Act, 2000*, and at the request of the City of Lloydminster, the Grantor and the Grantee have agreed to create and register a mutual easement and other agreements among the Parcels above described in order to protect the rights of the Owner of Parcel 1 and the Owner of Parcel 2 and the successors in title to each Parcel;

AND WHEREAS the Grantor and Grantee wish to secure themselves and their successors, assigns and successors in title their respective easement rights of access to and the joint use, maintenance and operation of the Mutual Access (as hereinafter defined);

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the sum of Ten (\$10.00) Dollars and other good and valuable consideration paid by the Grantee to the Grantor, the receipt whereof is hereby acknowledged and of the mutual covenants and conditions herein contained,

the Grantor and the Grantee hereby covenant and agree as follows:

**ARTICLE 1
DEFINITIONS**

1. In this Agreement, including this clause, and the recitals hereto, unless the context otherwise requires:
 - (a) "Access" means the right in common of the Grantee, its tenants and the Grantee's and its tenants' employees, customers, invitees, contractors, subcontractors, servants, agents and licensees to make use of the curbs, sewers, catch basins, overland storm drainage access and asphalt roadway which constitutes the road access for use by the public a portion of which is located on each of the Parcels, such mutual access roadway as indicated on the Plan of Survey showing Feature Cross Access Right of Way registered in the Saskatchewan Land Registry as **Plan No. 101870412**
 - (b) "Dominant Tenement" means a Parcel for the benefit of which a particular easement or similar right or privilege is granted hereunder. Each Parcel is a dominant tenement herein;
 - (c) "Grantee" means:
 - (i) the Owner of Parcel 1 in relation to the easement, rights, privileges of Access granted herein by the Owner of Parcel 2 over Parcel 2; and
 - (ii) the Owner of Parcel 2 in relation to the easement, rights and privileges of Access granted hereunder by the Owner of Parcel 1 over Parcel 1.
 - (d) "Grantor" means
 - (i) the Owner of Parcel 1 in relation to the easement, right and privileges of Access granted herein by the Owner of Parcel 1 over Parcel 1 to the Owner of Parcel 2;
 - (ii) the Owner of Parcel 2 in relation to the easement, rights and privileges of Access granted herein by the Owner of Parcel 2 over Parcel 2 to the Owner of Parcel 1.
 - (e) "Overland Drainage Facility" means any facility or facilities for the drainage or control of storm water including, without restricting the generality of the foregoing:
 - (i) a grass swale
 - (ii) a concrete or asphalt walkway, gutter or swale;
 - (iii) a drainage control fence or structure; and
 - (iv) the sloping and contouring of the land to facilitate the drainage or control of storm water;
 - (f) "Servient Tenement" means a Parcel over which a particular easement is granted hereunder or a Parcel subject to the burden of such an easement or similar right or privilege. Each Parcel is a servient tenement herein.

**ARTICLE 2
JOINT USE OF ACCESS**

2.1.1 The Grantor and the Grantee, on behalf of themselves and every transferee of title to each of the Parcels or any portion thereof and their respective successors in title, covenant that the right to joint and common use and benefit of the Access upon the Access Area will accrue and enure to the registered owners of each of the Parcels as they may be from time to time.

**ARTICLE 3
GRANT OF ACCESS**

- 3.1 The Grantor, on behalf of itself and every transferee from it and every person deriving title from it, hereby grants, conveys, gives, transfers and sets over to the Grantee, every transferee from it and every person deriving title from it, together with its tenants and the Grantee's and its tenants' employees, customers, contractors, subcontractors, servants, agents, licensees and invitees, the non-exclusive right, privilege and easement of right of ingress and egress from and to pass and repass upon the Access by means of vehicle and on foot, for the purpose of passing from, to or between Parcel 1 and Parcel 2 and for the purpose of ingress and egress from and to 62 Street in the City of Lloydminster, Province of Saskatchewan.
- 3.2 All of the Parcels are Dominant Tenements and Servient Tenements for the purposes of this Agreement.

**ARTICLE 4
COVENANT RUNNING WITH THE LAND**

- 4.1 The Grantor and the Grantee do hereby covenant and agree that the easement, rights and privileges described herein shall be deemed to be covenants running with the land and annexed hereto and shall continue until such time as the Grantor and the Grantee and the City of Lloydminster shall mutually consent and agree in writing to their extinguishment.

**ARTICLE 5
ENCROACHMENTS ONTO ACCESS**

- 5.1 The Grantor and the Grantee acknowledge that the Grantor may build, erect and maintain improvements or encroachments upon the Access which will not materially affect the exercise by the Grantee of any of the rights hereinbefore or hereinafter granted, provided that, the Grantor will not allow or suffer to be built or installed or planted thereon any structure, fence, barrier, trees, shrubs or landscaping which would adversely affect the exercise by the Grantee of any one or all of the rights of Access on the Parcels. Notwithstanding the foregoing, the Grantee acknowledges that the grant of Access shall be subordinate to:
 - (i) the right of the Grantor to install such utilities and services in, under or upon the Access or any portion thereof as it deems necessary to service any and all improvements constructed or to be constructed from time to time on the Parcels and to repair and maintain such utilities and services; and
 - (ii) the right of the Grantor to construct further buildings, structures or improvements in, upon or under the Access provided that the Grantor shall provide at its sole cost and expense, including relocation costs, alternate reasonable access, as may be mutually agreed to upon by the Grantor and the Grantee and the City of Lloydminster, acting reasonably.

5.2 Subject to the rights set forth in Article 5.1, the Grantor acknowledges and agrees with the Grantee that it shall not prevent, hinder or bar the rights of the Grantee to Access unless so authorized by a court of competent jurisdiction.

**ARTICLE 6
CONSTRUCTION**

6.1 The Owner of Parcel 1 and the Owner of Parcel 2 agree that either of the Owner of Parcel 1 and the Owner of Parcel 2 shall be entitled to complete construction of the Access. The Owner of Parcel 1 and the Owner of Parcel 2 who first elects to complete construction of the Access shall complete construction of the Access with all due diligence, in a good and workmanlike manner and in accordance with the specifications prescribed by the City of Lloydminster, or, if such specifications are not prescribed, then in accordance with such specifications as may be specified by the Owner who builds the Access. Each of the Owner of Parcel 1 and the Owner of Parcel 2 shall a share of the costs of completing construction (which costs shall include, without limitation, all design, engineering, survey and all other costs incurred to complete construction of the Access) within fifteen (15) days of receiving copies of invoices evidencing payment of the costs of completing construction of the Access, such costs of completing construction to be shared in proportion to the actual portions of the Access which are located on the respective Owner's Parcel 1 and Parcel 2.

6.2 In the event the Owner of Parcel 1 or the Owner of Parcel 2 or its successor in title, does not pay its share of the cost of construction of that portion of the Access (the "Defaulting Owner") then the Owner of Parcel 1 or the Owner of Parcel 2 who is not the defaulting Owner shall pay interest on the balance outstanding from time at the rate of interest equal to 18.00% per annum and shall further indemnify the Owner who paid the Defaulting Owner's share of such costs and the Defaulting Owner does hereby mortgage and charge the Lot owned by such Defaulting Owner as security for its obligations under this section and the Defaulting Owner agrees to indemnify and pay the legal costs with respect to the collection of the said construction costs and interest, on a solicitor and his own client basis.

**ARTICLE 7
MAINTENANCE AND REPAIR OF ACCESS**

7.1 The Grantor shall be responsible for the good and proper repair, upkeep and maintenance of those portions of the Access which are located on the Grantor's Lot.

7.2 For the purposes of this Agreement, good and proper repair, upkeep and maintenance shall, without limiting the generality of the foregoing, include emergency work of a temporary or permanent nature, the normal seasonal repair and maintenance of the Access, including, but not necessarily limited to, repairs to the asphalt, roadbase, curbs, medians, walkways, medians, landscaping, light standards, signage, gutters, catch basins, catch basin leads, manholes and valves and including snow and ice removal, cleaning and costs payable in connection therewith.

- 7.3 In the event that the Grantor does not do the necessary repair or maintenance as required herein, the Grantee may, but shall not be obliged to, cause such repair and maintenance to be done and to pay the Grantor's share of such costs and the Grantor shall indemnify the Grantee in respect of the said costs and any payments made on behalf of the Grantor by the Grantee and the Grantor agrees to pay legal costs which are incurred with respect to the collection of such costs, on a solicitor and client basis.
- 7.4 In the event that the Access or any portion or portion thereof is destroyed or damaged as a result of the willful act or negligence of any one of the Owners of the Parcels or of anyone for whose wilful act or negligence such Owner is responsible then the entire costs of repair of such destruction or damage shall be borne by the party who is responsible for the negligent or wilful act that caused such damage or destruction.
- 7.5 Each of the parties hereto agrees that the Access shall be maintained and repaired to the standards mutually agreeable to all of them and, in the event of failure to agree, then to such standards as may be employed by the City of Lloydminster with respect to roads in the City of Lloydminster.

**ARTICLE 8
USE AND LIMITATIONS**

- 8.1 The Owner of Parcel 1 and the Owner of Parcel 2, in carrying out any of the aforesaid operations or privileges in connection with the Access herein, will do so in a good and workmanlike manner and will cause or do as little damage and inconvenience to the owner(s) or occupier(s) of the other Parcel(s) as is possible and after and excavations or work done or made in connection therewith, the party carrying on such operation shall, so far as is reasonably practicable, expeditiously and diligently restore the Parcels to their former condition.

**ARTICLE 9
INTEREST**

- 9.1 The Grantee shall not acquire any title or any interest in the Access other than by way of this easement pursuant to the terms herein.

**ARTICLE 10
TAXES**

- 10.1 The Owner of Parcel 1 and the Owner of Parcel 2 agree to pay all municipal taxes and assessments which may be levied against their respective Parcels, including that portion containing the Access.

**ARTICLE 11
SUCCESSORS AND ASSIGNS**

- 11.1 This Agreement and the rights, privileges and obligations herein shall extend to and enure to the benefit of and be binding upon, the parties hereto and their respective successors, assigns and successors in title, and in respect thereof, only during and to the extent that each party remains registered as owner or entitled to be registered as owner thereof, from time to time.
- 11.2 In the event any of the Parcels are subdivided or consolidated then prior to such subdivision or consolidation, an amending agreement shall be entered into with the registered owner of each new parcel created whereby such registered owner agrees to be bound by the terms of this Agreement and agrees that any new agreement shall be registered against the title to any new lots or parcels created.

**ARTICLE 12
EXTINGUISHMENT**

- 12.1 The parties hereto agree that the rights, privileges, covenants and easements hereby granted shall only be extinguished by:
 - (i) all parties applying in writing, which application shall be accompanied by a true copy of this Agreement, to the City of Lloydminster, and thereafter receiving written consent(s) from the City of Lloydminster to the extinguishment of the within easement and Agreement, which consent(s) shall not be unreasonably withheld; or
 - (ii) the registration of an approved plan of consolidation for Parcel 1 and Parcel 2 pursuant to *The Land Titles Act, 2000* and the *Regulations* thereunder; or
 - (iii) by order of a Court of Law having competent jurisdiction.

**ARTICLE 13
INDEMNIFICATION**

- 13.1 In respect of the Access hereby granted, each party will indemnify and hold harmless the other party from and against all losses, damages, actions, claims and demands which may be made or brought against the other party by reason of anything done by the same in the exercise of the right, privileges and easements herein granted. It is expressly understood and agreed that all persons using the Access do so entirely at their own risk.
- 13.2 Each and every Owner shall at all times fully indemnify and save harmless the City of Lloydminster, its officers, employees, contractors and agents, against all actions, suits, claims and demands whatsoever which may be brought against or made upon the City of Lloydminster and from and against all loss, costs, damages, charges and expenses whatsoever which may be incurred, sustained or paid by the City of Lloydminster for or by reason or on account of the within easement and/or permission hereby granted to the Owner or to any one or more of them

or anything in any way relating to the Access subsequent repair and maintenance;

- 13.3 Nothing in this Agreement shall be construed or interpreted so as to place any obligation, responsibility or duties on the City of Lloydminster whatsoever to install, construct, repair, maintain, pay for or alter the Drive Aisles, improvements, drainage works, roadways, parking areas, access entrances or exits on the Parcels or any portion of the Parcels registered in the name of 1102147 Alberta Ltd., its transferees, successors and assigns or remaining registered in the name of the City of Lloydminster.

ARTICLE 14 ARBITRATION

- 14.1 If a dispute occurs as to any matter set out in this Agreement or where any dispute arises as to the reasonableness of any decision or action taken or required to be taken pursuant to this Agreement, as the case may be, such dispute, with the consent of all of the parties involved, may be settled and determined by arbitration by three (3) arbitrators appointed in the manner following, that is to say:
- (i) either party may appoint an arbitrator and on doing so shall forthwith give notice in writing thereof to the other party or parties;
 - (ii) the party in receipt of the notice of the appointment of an arbitrator aforesaid shall, unless it has already done so, within fourteen (14) days from the date of receiving the notice, appoint an arbitrator and give notice thereof to the other party;
 - (iii) if either party does not appoint an arbitrator within the time limited under preceding subsection (ii) the other party may apply to a Judge of the Court of Queen's Bench for Saskatchewan to appoint an arbitrator on behalf of and at the expense of the party so in default;
 - (iv) the arbitrators appointed by or for the parties hereto shall appoint a third arbitrator and, if they fail to do so within fourteen (14) days after the last of them was appointed, either party on notice to the other party may apply to a Judge of the Court of Queen's Bench for Saskatchewan to appoint a third arbitrator;
 - (v) the appointment of all arbitrators, except those appointed by a Judge in this Agreement, shall be in writing;
 - (vi) the arbitrators shall have the power to obtain the assistance, advice or opinion of such engineer(s), architect(s), surveyor(s), appraiser(s), accountant or other professional or expert as they may deem fit and shall have the discretion to act upon any such assistance, advice or opinion so obtained;
 - (vii) the arbitration award may include an award of costs and interest in accordance with the provisions of *The Arbitration Act* of Saskatchewan (as amended);
 - (viii) each of the parties will do all acts and things and execute all deeds and instruments

necessary to give effect to any award made upon such arbitration.

**ARTICLE 15
MISCELLANEOUS**

- 15.1 This Agreement shall be registered against the titles to each of the Parcels and each of the Owners consents to the registration of this Agreement against their respective Parcel or Parcels.
- 15.2 No delay or omission of an Owner in the exercise of any right accruing upon any default of the other Owner shall impair any such right or be construed to be a waiver thereof, and every such right may be exercised at any time during the continuance of such default. A waiver by an Owner of a breach of, or a default in, any of the terms and conditions of this Agreement by the other Owner(s) shall not be construed as a waiver of any subsequent breach of or default in the same or any other provision of this Agreement. Except as otherwise specifically provided for in this Agreement:
 - (i) No remedy provided for in this Agreement shall be exclusive but each shall be cumulative with all other remedies provided in this Agreement;
 - (ii) All remedies at law or equity shall be available.
- 15.3 No breach of a provision of this Agreement shall entitle any Owner to cancel, rescind or otherwise terminate this Agreement, but such limitation shall not affect in any manner any other rights or remedies which any Party may have hereunder by reason of any breach of the provisions of this Agreement. No breach of the provisions of this Agreement shall defeat or render invalid the lien of any mortgagee or deed of trust made in good faith for value covering any part of the Parcels, and any improvements thereof;
- 15.4 In the event of a breach or a threatened breach by any Owner or Owners of any obligation under this Agreement, the City of Lloydminster, other Owner or Owners or any one of them shall be entitled to obtain an order of a court having competent jurisdiction specifically enforcing the performance of such obligation or an injunction prohibiting any such breach. The Owner or Owners acknowledge the inadequacy of legal remedies and the irreparable harm that would be caused by any such breach or the relief by other available legal and equitable remedies from the consequences of such breach. Any action taken or document executed in violation of this Agreement shall be void and may be set aside upon the petition of the other Owner or Owners of the Parcels. Any costs and expenses of such proceedings, including reasonable solicitor and client costs, shall be paid by the defaulting Owner and shall constitute a lien against the interest of the defaulting Owner in the Parcels and improvements thereon, or the interest therein, until paid;
- 15.5 In the event any party hereto shall be delayed or hindered in or prevented from the performance of any act required to be performed by such party by reason of acts of God, strikes, lock-outs, unavailability of materials, failure of power, prohibitive governmental laws or regulations, riots, insurrections, the act or failure to act of another party, adverse weather conditions preventing the performance of work as certified to by an architect or professional engineer, war or other

reason beyond such party's control, then the time for such performance of such act(s) shall be extended for a period equivalent to the period of such delay. Lack of adequate funds or financial inability to perform shall not be deemed to be a cause beyond the control of such party.

- 15.6 Any mortgage or deed of trust affecting any portion of the Parcels shall at all times be subject and subordinate to the terms of the this Agreement, except to the extent expressly provided for herein, and any party foreclosing any such mortgage or deed of trust or acquiring title by deed in lieu of foreclosure or trustee's sale, shall acquire title subject to all of the terms, conditions and provisions of this Agreement.
- 15.7 Any notice, report or demand required, permitted or desired to be given under this Agreement shall be in writing and shall be given personally by overnight courier by a nationally recognized courier firm or by registered mail and addressed to the address of the respective Owner(s) or the Parcel(s) as recorded at the Land Titles Office at the time such notice is given.
- 15.8 The article and paragraph headings in this Agreement are for convenience only and shall in no way define or limit the scope or content of this Agreement and shall not be considered in any construction or interpretation of this Agreement or any part thereof.
- 15.9 Nothing in this Agreement shall be construed or interpreted so as to make the City of Lloydminster a partner or member of a joint venture with 1102147 Alberta Ltd. or any subsequent owner of the Parcels or portion thereof or render the City of Lloydminster liable for the debts or obligations of 1102147 Alberta Ltd. or any subsequent owner of the Parcels or portion thereof.
- 15.10 The Owner(s) from time to time agrees to do all such acts and things and to execute, acknowledge and deliver such further documents and assurances and instruments as may from time to time be required to effectively and expeditiously carry out the terms of this Agreement and to register this Agreement against the title to the Parcels at the Saskatchewan Land Registry.

IN WITNESS WHEREOF 1102147 Alberta Ltd. as Grantor has hereunto affixed its corporate seal duly attested to by the hands of its proper signing officers this 2nd day of May, 2005.

1102147 ALBERTA LTD.

Per: 

Reid Keebaugh / President

Per: _____

IN WITNESS WHEREOF 1102147 ALBERTA LTD. as Grantee, 1102147 ALBERTA LTD. has hereunto affixed its corporate seal duly attested to by the hands of its proper signing officers this 2nd day of May, 2005.

1102147 ALBERTA LTD.
Per: [Redacted]
Reid Keebaugh / President
Per: _____

The City of Lloydminster hereby acknowledges the terms and provisions of the within Cross Access Agreement this 6th day of May, 2005

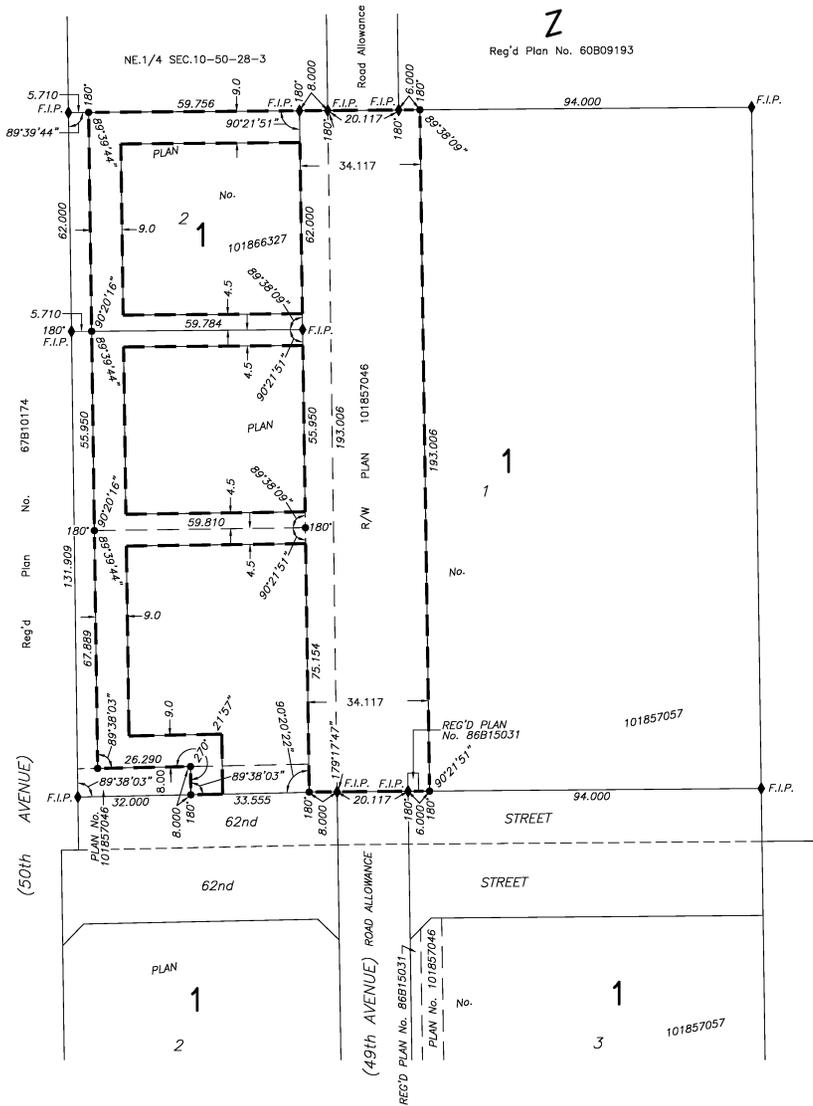
CITY OF LLOYDMINSTER
Per: Seal
Per: _____
SASKATCHEWAN - ALBERTA
THE CITY OF LLOYDMINSTER
[Redacted]

PLAN OF SURVEY
 SHOWING
FEATURE CROSS ACCESS RIGHT OF WAY
 WITHIN
LOT 2, BLOCK 1, PLAN No. 101866327 &
LOT 1, BLOCK 1, PLAN No. 101857057
 IN THE
FRAC. N.E.1/4 SEC.10 &
N.W.1/4 SEC.11-TWP.50-RGE.28-W.3Mer.
LLOYDMINSTER, SASKATCHEWAN
 KEVIN B. BEATTY, S.L.S.
MAY, 2005

SCALE 1:1000

NOTE

STANDARD IRON POSTS FOUND ARE SHOWN THUS
 STANDARD IRON POSTS PLANTED ARE SHOWN THUS
 MEASUREMENTS ARE IN METRES AND THREE DECIMALS THEREOF.
 AREA TO BE APPROVED IS OUTLINED WITH A HEAVY DASHED LINE.
 ALL EXTENSIONS OF PARCELS AFFECTED BY THIS FEATURE ARE 0 UNLESS OTHERWISE SHOWN.



Schedule C

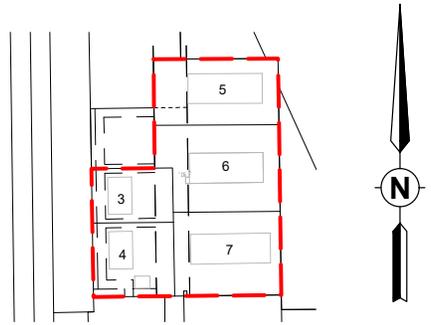
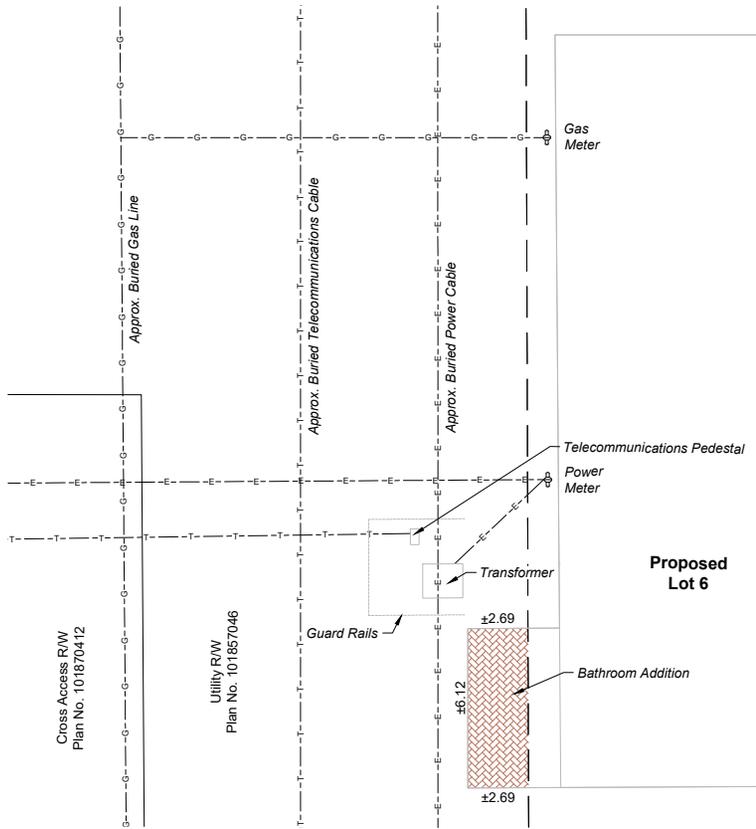
Pictures of Outdoor Bathroom (including boxed area view)



Schedule D

Sketch Plan Showing Bathroom with Utility Locates and Direction

**SKETCH PLAN SHOWING BATHROOM ADDITION
 WITHIN LOT 2, BLOCK 1, PLAN 102159727
 IN N.W. 1/4 SEC. 11 TWP. 50 RGE. 28 W.3 MER.
 6211 49 AVENUE
 CITY OF LLOYDMINSTER**



KEY PLAN
 Scale = 1:5000

- LEGEND**
- G- Buried Gas Line
 - T- Buried Telecommunications Cable
 - E- Buried Power Cable
 - [Hatched Box] Portion of Building Within Easement As Shown



SCALE 1:200
 UNLESS OTHERWISE NOTED

<p>McElhanney Ltd. 6203 - 43rd Street, Lloydminster AB T9V 2W9 Tel. 780-875-8857</p>	<p>PLAN ID: 34111452500-VL-SKCH-001</p>	
	<p>DRAF: YL/JMY</p>	<p>CHKD: SJS</p>
	<p>DATE: Jan. 29/26</p>	<p>PAGE: 1 OF 1</p>

Schedule E

Email from the City Regarding the Concrete Pad

From: [Domenic Mandato](#)
To: [Domenic Mandato](#)
Subject: RE: Sandstone Centre Subdivision Application
Date: Tuesday, January 27, 2026 4:35:21 PM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)

From: Jennifer Clark <Jclark@investplusproperties.com>
Sent: Monday, September 22, 2025 4:40 PM
To: Domenic Mandato <dsmandato@investplusreit.com>
Subject: FW: Sandstone Centre Subdivision Application

Jennifer Clark, Portfolio Leasing and Property Manager



t: 403.200.9264 f: 403.663.8773

[Suite 200, 4723 1st Street SW, Calgary, AB T2G 4Y8](#)

InvestplusREIT.com



Want to send us a review? - <https://britannia.remi360online.com/customer-review>

From: Roxanne Shortt <rshortt@lloydminster.ca>
Sent: Monday, September 22, 2025 4:34 PM
To: Jennifer Clark <Jclark@investplusproperties.com>; Robert King <rking@mcelhanney.com>
Cc: Natasha Pidkova <npidkova@lloydminster.ca>
Subject: RE: Sandstone Centre Subdivision Application

Jennifer,

We have no concerns with the cement pad staying, but no building or structure on it.

Sincerely,

Roxanne Shortt, ALUP
Development Officer, Planning
Operations Centre

P: 780-874-3700 Ext. 2608
www.lloydminster.ca



From: Jennifer Clark <jclark@investplusproperties.com>
Sent: September 22, 2025 4:32 PM
To: Roxanne Shortt <rshortt@lloydminster.ca>; Robert King <rking@mcelhanney.com>
Cc: Natasha Pidkowa <npidkowa@lloydminster.ca>
Subject: RE: Sandstone Centre Subdivision Application

Good afternoon, Roxanne

I just left you a quick voice message, regarding the removal of the bathroom @ the Sandstone centre.

Are we able to leave the concrete pad and just remove the bathroom itself?

Please confirm @ your earliest convenience.

Thank you in advance,

Jennifer Clark, Portfolio Leasing and Property Manager



t: 403.200.9264 f: 403.663.8773
Suite 200, 4723 1st Street SW, Calgary, AB T2G 4Y8
InvestplusREIT.com



Want to send us a review? - <https://britannia.remi360online.com/customer-review>

From: Roxanne Shortt <rshortt@lloydminster.ca>
Sent: Tuesday, June 3, 2025 4:26 PM
To: Jennifer Clark <jclark@investplusproperties.com>; Robert King <rking@mcelhanney.com>
Cc: Natasha Pidkowa <npidkowa@lloydminster.ca>
Subject: RE: Sandstone Centre Subdivision Application

Jennifer,

Thank you for your patience.

We have completed the Conditional Subdivision Approval and are in the process of preparing a package for endorsement by the Subdivision Authority.

I have included the conditions below. When the package is endorsed, there is a 24 month timeline that will be required to have the conditions met.

The Plan is approved subject to the following conditions:

1. The Applicant is responsible to prepare and submit to the satisfaction of the City of Lloydminster a Cross Access Agreement, Cross Servicing Agreement and/or Cross Drainage Easement Agreement and Plan to be registered on title of all parcels.
2. The Applicant is responsible to bring the existing structure(s) into compliance with Land Use Bylaw 5-2016.
3. Subdivision Plan and all other documents must be registered by Plan of Survey or other means suitable to the Registrar of the Land Titles Office.

If there are any questions on any of the above conditions, please let us know.

Sincerely,

Roxanne Shortt, ALUP
Development Officer, Planning
Operations Centre

P: 780-874-3700 Ext. 2608
www.lloydminster.ca



From: Jennifer Clark <jclark@investplusproperties.com>
Sent: June 02, 2025 2:05 PM
To: Roxanne Shortt <rshortt@lloydminster.ca>; Natasha Pidkowa <npidkowa@lloydminster.ca>
Subject: RE: Sandstone Centre Subdivision Application
Importance: High

EXTERNAL SENDER: Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi ladies,

Roxanne, I got your voice message last week, thank you.

Can you please advise when we can expect to see the full list of items required, in order to subdivide?

Thank you in advance and please don't hesitate to reach out if you require any additional information on our end.

Jennifer Clark, Portfolio Leasing and Property Manager



t: 403.200.9264 f: 403.663.8773

[Suite 200, 4723 1st Street SW, Calgary, AB T2G 4Y8](#)

InvestplusREIT.com



Want to send us a review? - <https://britannia.remi360online.com/customer-review>

From: Robert King <rking@mcelhanney.com>

Sent: Wednesday, April 30, 2025 2:31 PM

To: Roxanne Shortt <rshortt@lloydminster.ca>; Reid <reid@lloydminstersource.com>

Cc: Natasha Pidkowa <npidkowa@lloydminster.ca>; dsmandato@investplusreit.com

Subject: RE: Sandstone Centre Subdivision Application

Afternoon Roxanne and Natasha,

I received a call from Domenic Mandato with Invest Plus REIT, and they were inquiring if the City had completed their full review of the proposed subdivision, or if they could be given a letter outlining the additional considerations or conditions that this subdivision would be subject to. They have a concern about dealing with the washroom and having it relocated, to then be presented with additional constraints to the project that may not make the project viable to proceed.

Please let us know the City's response.

Robert King, ALS, SLS, P.Eng, P.Surv
Branch Manager, Lloydminster

McElhanney Ltd.

101, 6203 – 43RD Street | Lloydminster, AB | T9V 2W9

D 587 789 0932 | **T** 780 875 8857 | **C** 780 205 9201

rking@mcelhanney.com

www.mcelhanney.com

This message and attachment may contain privileged and confidential information. If you are not the intended recipient, please notify us of our error, do not disseminate or copy this communication, and destroy all copies.