

COURT FILE NUMBER 1403-17758

COURT COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE EDMONTON

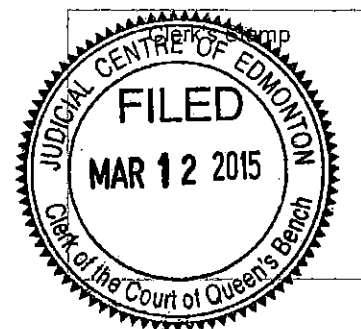
PLAINTIFFS DARREN DEGEER and NATASHA DEGEER

DEFENDANTS SPRUCE GROVE GUN CLUB, SURREY VIEW FARMS LTD. and PARKLAND COUNTY

DOCUMENT STATEMENT OF DEFENCE

PARTY FILING THIS DOCUMENT PARKLAND COUNTY

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT **Attn: George (Joe) F. Chivers**  
Brownlee LLP  
#2200 Commerce Place  
10155-102 Street  
Edmonton, Alberta T5J 4G8  
Telephone: (780) 497-4800  
Facsimile: (780) 424-3254  
File No.:76262-0321/JFC



**Note: State below only facts and not evidence (Rule 13.6)**

**Statement of facts relied on:**

1. The Defendant, PARKLAND COUNTY ("this Defendant"), denies each and every allegation contained in the Statement of Claim and puts the Plaintiffs to the strict proof thereof.
2. This Defendant hereby adopts and repeats the terminology contained within the Statement of Claim.
3. This Defendant specifically denies that the Safety Issue exists or existed, as alleged in Paragraph 8 of the Statement of Claim, or at all.
4. This Defendant specifically denies that the Noise Issue exists or existed, as alleged in Paragraph 9 of the Statement of Claim, or at all.
5. This Defendant specifically denies that it received objections from the residents of Parkland County in relation to the shooting ranges on the Gun Club Land, as alleged in Paragraph 17 of the Statement of Claim, or at all.
6. This Defendant specifically denies that it received any expressions of concerns from residents of Parkland County, as alleged in Paragraph 18 of the Statement of Claim, or at all.

7. This Defendant specifically denies that a bullet struck the house on the DeGeer Residence, as alleged in Paragraph 22 of the Statement of Claim, or at all. In the alternative, this Defendant denies the bullet came from the Gun Club Land.
8. This Defendant specifically denies that any acknowledgements were made by a Councilor or the Mayor of Parkland County, as alleged in Paragraph 24 of the Statement of Claim, or at all.
9. This Defendant specifically denies that the Specific Representation was made, as alleged in Paragraph 25 of the Statement of Claim, or at all.
10. This Defendant specifically denies that it undertook no examination or an inadequate examination of the alleged Safety Issue and Noise Issue, the existence of which is not admitted but denied, or that it imposed inadequate conditions on the Gun Club, as alleged in Paragraph 27 of the Statement of Claim, or at all.
11. This Defendant specifically denies that the Degeer Residence is not marketable, as alleged in Paragraph 30 of the Statement of Claim, or at all.

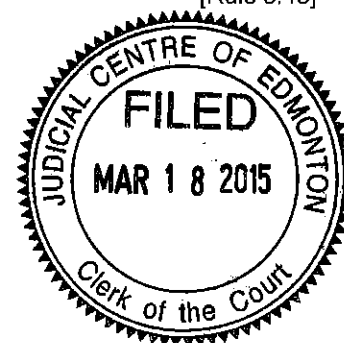
**Any matters that defeat the claim of the Plaintiff:**

12. This Defendant specifically denies that it was careless or negligent or that it owed a duty of care to the Plaintiffs, statutory or otherwise, as alleged in Paragraphs 37-39 of the Statement of Claim, or at all.
13. In the alternative, if this Defendant owed a duty of care to the Plaintiffs, statutory or otherwise, which is not admitted but specifically denies, then this Defendant states that, at all material times, it satisfied any duty of care owed to the Plaintiff, statutory or otherwise.
14. This Defendant states that it followed all statutory procedures in granting the Development Permit to the Gun Club including due notice to the Plaintiffs of the Application. The Plaintiffs had the opportunity to express their concerns to the County in relation to this Application and subsequently to the Subdivision & Development Appeal Board (the "SDAB"). Notwithstanding the Plaintiffs' participation in the appeal, the SDAB upheld this Defendant's decision to grant the Development Permit.
15. This Defendant specifically denies that the Plaintiffs have sustained any losses or damages, as alleged in Paragraphs 40-42 of the Statement of Claim, or at all.
16. If the Plaintiffs have sustained any losses or damages, which are not admitted but specifically denied, then this Defendant states that such losses or damages were caused solely or materially contributed to by the acts or omissions of the Defendant, SPRUCE GROVE GUN CLUB, particulars of which are pled at paragraphs 31-33 of the Statement of Claim and which are hereby adopted and repeated by this Defendant as against the Defendant, SPRUCE GROVE GUN CLUB.
17. If the Plaintiffs have sustained any losses or damages, which are not admitted but specifically denied, then this Defendant states that such losses or damages were caused solely or materially contributed to by the acts or omissions of the Defendant, SURREY VIEW FARMS LTD., particulars of which are pled at paragraphs 34-36 of the Statement of Claim and which are hereby adopted and repeated by this Defendant as against the Defendant, SURREY VIEW FARMS LTD.

18. In the alternative, if the Plaintiffs have sustained losses or damages, which are not admitted but specifically denied, then this Defendant states that the Plaintiffs have failed to take reasonable steps to mitigate any losses or damages actually sustained.
19. This Defendant pleads and relies upon the *Tort-feasors Act*, R.S.A. 2000, c. T-5, the *Contributory Negligence Act*, R.S.A. 2000, c. C-27 and the *Municipal Government Act*, R.S.A. 2000, c. M-26, as amended.
20. This Defendant states that the prosecution of the trial is most closely associated with a standard case.

**Remedy sought:**

21. Dismissal of the Plaintiffs' claim; and
22. Costs of this action



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DEFENDANTS SPRUCE GROVE GUN CLUB, SURREY VIEW FARMS LTD. and PARKLAND COUNTY  
DOCUMENT NOTICE OF CONTRIBUTION AND INDEMNITY  
PARTY FILING THIS DOCUMENT PARKLAND COUNTY  
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT  
**Attn: George (Joe) F. Chivers**  
Brownlee LLP  
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10155-102 Street  
Edmonton, Alberta T5J 4G8  
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**TO: SPRUCE GROVE GUN CLUB,  
SURREY VIEW FARMS LTD.**

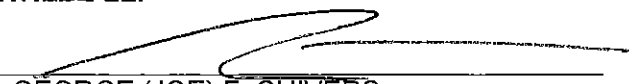
TAKE NOTICE that the Defendant, PARKLAND COUNTY, in the within action, claims contribution and indemnity in whole or in part from you with respect to any liability to the Plaintiffs.

THIS NOTICE is filed and served pursuant to Rule 3.43 of the *Rules of Court*.

DATED at the City of Edmonton, in the Province of Alberta, this 16 day of March, 2015.

**BROWNLEE LLP**

Per:

  
GEORGE (JOE) F. CHIVERS  
Solicitor for the Defendant,  
PARKLAND COUNTY

TO: CLERK OF THE COURT