

THE FOOTHILLS COUNTY DEVELOPMENT APPEAL BOARD REVISED AGENDA

Tuesday, November 29, 2022, 1:00 p.m.

Foothills County Administration Office

309 Macleod Trail South – High River



Chair: Gar Beacom

Board Members: Dan MacDonald, Pat Stier, Brad Robson, R.D. McHugh

Pages

1.	Call Meeting to Order	
2.	Adoption of Minutes from Last Meeting	
2.1	Minutes - November 15, 2022	
	The approval of the November 15, 2022 minutes be postponed until the next Development Appeal Board Meeting.	
3.	HEARD AT 1:00 p.m. - Development Permit 22D 207	
	Landowner(s)/Applicant(s): Douglas Taylor and Tena Tayler	
	Appellant: Sylvia Graupner	
	DESCRIPTION: Appeal against the approval of Development Permit 22D 207 for a Sea-Can for Personal Use.	
	LEGAL: Plan 0212929, Block 1, Lot 9, Ptn. SW 14-21-03 W5M.	
3.1	Notice of Appeal	2
3.2	Development Authority's Decision	17
*3.3	Written Submission - L. Honey	19
*3.4	Written Submission - D. Scott	20
*3.5	Written Submission - CH Ranchlands Ltd.	21



Notice of Development Appeal

Subdivision and Development Appeal Board (SDAB)

Foothills County

www.foothillscountyab.ca

309 Macleod Trail, Box 5605, High River, AB T1V 1M7 • Tel: 403-652-2341 Fax: 403-652-7880

SEND NOTICE OF APPEAL AND APPEAL FEE VIA:

Mail/Deliver: SDAB Clerk, Foothills County
Box 5605, 309 Macleod Tr. S., High River, AB T1V 1M7

Fax: 403-652-7880 or **Email (scanned pdf):** appeals@FoothillsCountyAB.ca

For more information contact SDAB Clerk at: 403-652-2341 or appeals@FoothillsCountyAB.ca

RECEIVED

OCT 31 2022

Office Use Only
Appeal Received:

A notice for development appeal under section 686 of the Municipal Government Act should contain the following information and must be filed with the SDAB within 21 days after the date of the decision of the development authority or deemed refusal by the development authority in accordance with section 684.

THE APPEAL FEE MUST ACCOMPANY THE NOTICE OF DEVELOPMENT APPEAL FORM.

DEVELOPMENT APPEAL	Fee
Appeal by Landowner or Affected Party (fee to be refunded if appellant appears before SDAB)	\$100
Appeal on application that is not within the Development Officer's discretion	\$575
Appeal on Stop Order	\$575

SITE INFORMATION FOR PROPERTY UNDER APPEAL

Development Permit Number: 22D 207

Legal Land Description:
Plan 0212929 Lot 9 Block 1 AND/OR Quarter Section 14 Township 21 Range 03 Meridian W5

APPELLANT INFORMATION (e.g. Landowner or Affected Party)

Name of Appellant(s): SYLVIA GRAMPER

Mailing Address: [REDACTED]

Town/City/Village: [REDACTED] Province: [REDACTED] Postal Code: [REDACTED]

Home/Cell Phone: [REDACTED] Business Phone: [REDACTED]

I consent to receive documents by email: Yes No Email Address: [REDACTED]

Legal Land Description:
Plan 9612664 Lot 5 Block AND/OR Quarter Section 14 Township 21 Range 3 Meridian W5

AGENT INFORMATION AND CERTIFICATION (complete section only if applicable)

Name of Organization:

Contact Name:

I consent to receive documents by email: Yes No Email Address:

Phone (daytime):

Mailing Address:
Town/City/Village: Province: Postal Code:

I (We) _____ hereby authorize _____
to act on my (our) behalf on matters pertaining to this application for subdivision.

Signature of Appellant(s) _____ Date _____ Signature of Appellant(s) _____ Date _____

DECISION OF DEVELOPMENT AUTHORITY

REASONS FOR APPEAL (attach separate page(s) if required)

All development appeals should contain the reasons for the appeal, including the issues in the decision or the conditions imposed in the approval that are the subject of the appeal.

APPROVAL - Why do you disagree with the Approval or what Conditions of Approval do you disagree with and why?

OR

REFUSAL - Why do you think your development application should be approved?

OR

STOP ORDER

BLUE COLORED SEA-CAN IS ALREADY ON PROPERTY
AND HAS BEEN FOR APPROXIMATELY 4 WEEKS

CANNOT VALIDATE IF SEA-CAN IS ON A GRAVELED
PAD OR ANCHORED

SEA-CAN IS NOT SURROUNDED BY MATURE POPLAR
AND SPRUCE TREES ON THE PROPERTY TO PROVIDE
SCREENING.

Please see additional attachments:

- Appeal to Development Authority Decision - doc
- Restrictive Covenant
- Photos of Sea-Can from my front yard.

THE LANDOWNERS' HAVE 9.46 acre property
WITH AMPLE ROOM TO SITUATE THE
SEA-CAN OUT OF VIEW OF NEIGHBORS.
IT WOULD BE NEIGHBORLY TO RE-LOCATE.

This information is being collected for the Subdivision and Development Appeal Board of Foothills County and will be used to process your appeal and to create a public record of the appeal hearing. This information is collected in accordance with Section 33(c) of the Freedom of Information and Protection of Privacy Act. If you have any questions regarding the collection or use of this information, contact the FOI Coordinator at 1-800-555-8811.

Signature of Appellant(s) OR
Person Authorized to Act on Behalf of Appellant(s)

2022/10/31

Date

Upon receipt of your Notice of Appeal and payment of the required appeal fee, an SDAB hearing date will be set within 30 days. You and the landowners who are adjacent to the property under appeal will receive by ordinary mail, a Written Notice of the date and time of the appeal Hearing.

****NOTE FOR EMAIL SUBMISSIONS ONLY: IF YOU DO NOT RECEIVE AN EMAIL CONFIRMATION NOTIFYING YOU OF RECEIPT OF YOUR APPEAL, PLEASE CONTACT THE SDAB CLERK IMMEDIATELY. ****

PAYMENT OF APPEAL FEE

If submitting the Notice of Appeal form and paying the appeal fee in person, you do not need to complete this section.

Notice of Development Appeal

INTENT OF APPLCIATION:

“...that the exterior matches or compliments the exterior finish of the principal building(s)”

“The application identifies that the sea-can is to be painted and match the trim on the existing residence, placed on a graveled pad, anchored”

-bright blue colored sea-can is already on landowners’ property and has been for approximately 4 weeks.

-cannot confirm the sea-can is placed on a graveled pad or is anchored.

“...is to be surrounded by the existing mature Poplar and Spruce trees on the property for the purpose of screening”

- sea-can is **not** surrounded by existing mature poplar and spruce trees on the property. The sea-can is not concealed. Aerial photo showing vegetative concealment of sea-can for approval needs to have source disclosed. Define county’s definition of mature.

CONDITIONS OF APPROVAL:

“...requirements must be completed within the twenty-four (24) month completion period...”

-an unacceptable completion period of 24 months to have the sea-can painted. This will degrade the value of my property should I try to sell my property in the next 2 years.

-see attached photos.

Restrictive Covenant (Registration #971006571) violations and notes:

6. Materials used for the exterior finish of any building erected on the land are to be of a natural colour or earth tones. No primary colors.

7. No unsightly outdoor storage including unlicensed vehicles, garbage, building material, metal, etc. are to be situated on the lands.

13. Failure to enforce any land use or building restriction or condition herein shall not constitute a waiver of such restriction or condition and any restriction or condition herein may be enforced as soon as a breach of such restriction or condition occurs.

14. The restrictive covenants set out herein are enforceable by the owner or owners of each of the lots to the extent that certain provisions thereof apply to such lots and any waver by any owner of any of the said lots of the strict performance of the covenants set out herein shall not of itself constitute a waiver or abrogate the covenants set out herein.

15. No action shall lie against the Vendor for damages for breach of any one or more of the covenants contained in this restrictive covenant unless the vendor is registered as owner of the lot alleged and proven by a court of competent jurisdiction to be in breach of this restrictive covenant. This covenant shall constitute an absolute defence to any such action and may be pleaded as such.

RESTRICTIVE COVENANT

ROBERT F. LINEHAM and HARDEE T. LINEHAM, Executors of the Estate of James G. Lineham (hereinafter referred to as the Vendor), being registered owners of an estate, in fee simple, subject, however, to such encumbrances, liens, estates, and interests as are notified by memorandum on the existing Certificate of Title, on those parcels of land legally described in Schedule "A" attached hereto (hereinafter referred to as the lands) claim an interest in the lands by virtue of certain building use and land use restrictions set out below which apply to the lands.

Subsection 71(1) of the Land Titles Act, Alberta provides that an owner may grant to itself a restrictive covenant for the benefit of land which it owns and against land which it owns and the restrictive covenant may be registered under the Land Titles Act.

THIS RESTRICTIVE COVENANT WITNESSES THAT:

1. 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 shall be binding upon and enure to the benefit of the owner or owners of all of the Lots from time to time, such restrictions and conditions having been imposed as a building scheme with a view to maintaining the general character of all of the Lots and to controlling the same with respect to the manner of development for residential housing purposes.
2. Only one single family dwelling house not exceeding two storeys and a private garage attached or unattached to such dwelling house may be erected on each lot described in Schedule A Hereto. No residence shall be used for any other purpose than that of a private dwelling for a single family.
3. The private garage referred to in paragraph 1 hereof, whether attached or unattached, shall not exceed one storey and shall conform in style and exterior finish to the single family dwelling house erected on the said lot. A private garage may be designed to accommodate more than one motor vehicle, but if

a garage is unattached, only one garage building may be built on any one lot.

4. The single family dwelling house size is to be a minimum of 1400 square feet. The dimensions of any attached or unattached garage, porch, veranda, sun room or other similar structure shall be excluded in computing such area at ground level.
5. The owner or owners from time to time of each Schedule A lot shall not suffer or permit any mobile homes of any type or description to be parked or placed on the land.
6. Materials used for the exterior finish of any building erected on the land are to be of a natural colour or earth tones. No primary colours.
7. No unsightly outdoor storage including unlicensed vehicles, garbage, building materials, metal, etc. are to be situated on the lands.
8. A fifteen (15) metre buffer of trees or natural cover will be maintained around the perimeter of the lot.
9. All septic fields will be maintained within the boundaries of each lot and shall not be allowed to flow on to adjacent lots.
10. The owner or owners from time to time of each of the Schedule A lots shall not suffer or permit any fence to be constructed or erected on, outside or inside the property line, unless such fence adjoining the paved road is constructed or erected as a three rail type design to reflect and preserve the rural atmosphere.

The cost of upkeep, repair and maintenance of both sides of the fence, including posts, pillars, and all other fixtures thereto, and the reconstruction of the fence, including posts, pillars and all other fixtures thereto, in the event of partial or total destruction shall be borne by the owner of the lot on whose property the fence is situated or intended to

be situated notwithstanding its actual location.

11. No lot or approved building site or any building erected thereon shall be used for any trade or business or otherwise than for the permitted single family residential purpose.
12. If any dispute or difference arises over the interpretation of the paragraph referred to herein, such dispute or difference shall be referred to the Vendor and his decision shall be final.
13. Failure to enforce any land use or building restriction or condition herein shall not constitute a waiver of such restriction or condition and any restriction or condition herein may be enforced as soon as a breach of such restriction or condition occurs.
14. The restrictive covenants set out herein are enforceable by the owner or owners of each of the lots to the extent that certain provisions thereof apply to such lots and any waiver by any owner of any of the said lots of the strict performance of the covenants set out herein shall not of itself constitute a waiver or abrogate the covenants set out herein.
15. No action shall lie against the Vendor for damages for breach of any one or more of the covenants contained in this Restrictive Covenant unless the Vendor is registered as owner of the lot alleged and proven by a court of competent jurisdiction to be in breach of this Restrictive Covenant. This covenant shall constitute an absolute defence to any such action and may be pleaded as such.
16. Words herein importing a number or gender shall be construed in grammatical conformance with the context of the party or parties in reference.
17. If any provisions of this restrictive covenant or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Restrictive Covenant shall not be affected thereby and each

SCHEDULE "A"

PLAN 9612664

LOT 2

EXCEPTING THEREOUT ALL MINES AND MINERALS

AREA: 1.783 HECTARES (4.41 ACRES) MORE OR LESS

PLAN 9612664

LOT 1

EXCEPTING THEREOUT ALL MINES AND MINERALS

AREA: 1.747 HECTARES (4.32 ACRES) MORE OR LESS

PLAN 9612664

LOT 3

EXCEPTING THEREOUT ALL MINES AND MINERALS

AREA: 2.04 HECTARES (5.04 ACRES) MORE OR LESS

PLAN 9612664

LOT 4

EXCEPTING THEREOUT ALL MINES AND MINERALS

AREA: 1.485 HECTARES (3.67 ACRES) MORE OR LESS

PLAN 9612664

LOT 5

EXCEPTING THEREOUT ALL MINES AND MINERALS

AREA: 1.421 HECTARES (3.51 ACRES) MORE OR LESS

PLAN 9612664

LOT 6

EXCEPTING THEREOUT ALL MINES AND MINERALS

AREA: 2.567 HECTARES (6.34 ACRES) MORE OR LESS

remaining provision shall be valid and shall be enforceable to the extent permitted by laws.

IN WITNESS WHEREOF, we have hereunto subscribed our names, this 18 day of December, A.D. 1996.

SIGNED, SEALED and DELIVERED)

[Redacted Signature]

Witness

[Redacted Signature]

Witness

[Redacted Signature]

ROBERT T. LINEHAM as Executor
of the Estate of James G. Lineham

[Redacted Signature]

HARDEE T. LINEHAM as Executor
of the Estate of James G. Lineham

KEN J. ROGERS
Barrister & Solicitor

DATED

1996

971006571 REGISTERED 1997 01 07
RESC - RESTRICTIVE COVENANT
DOC 1 OF 1 DRR#: 6946101 ADR/GVELJI
LINC/S: 0026935198 0026935206
0026935214 0026935272 0026935248
0026935256

RESTRICTIVE COVENANT

KEN J. ROGERS
Barrister and Solicitor
#11, 1915 - 32nd Avenue, N.E.
Calgary, Alberta. T2E 7C8
Telephone No.: (403) 291-1153















DEVELOPMENT AUTHORITY DECISION

DATE OF DECISION: October 12th, 2022

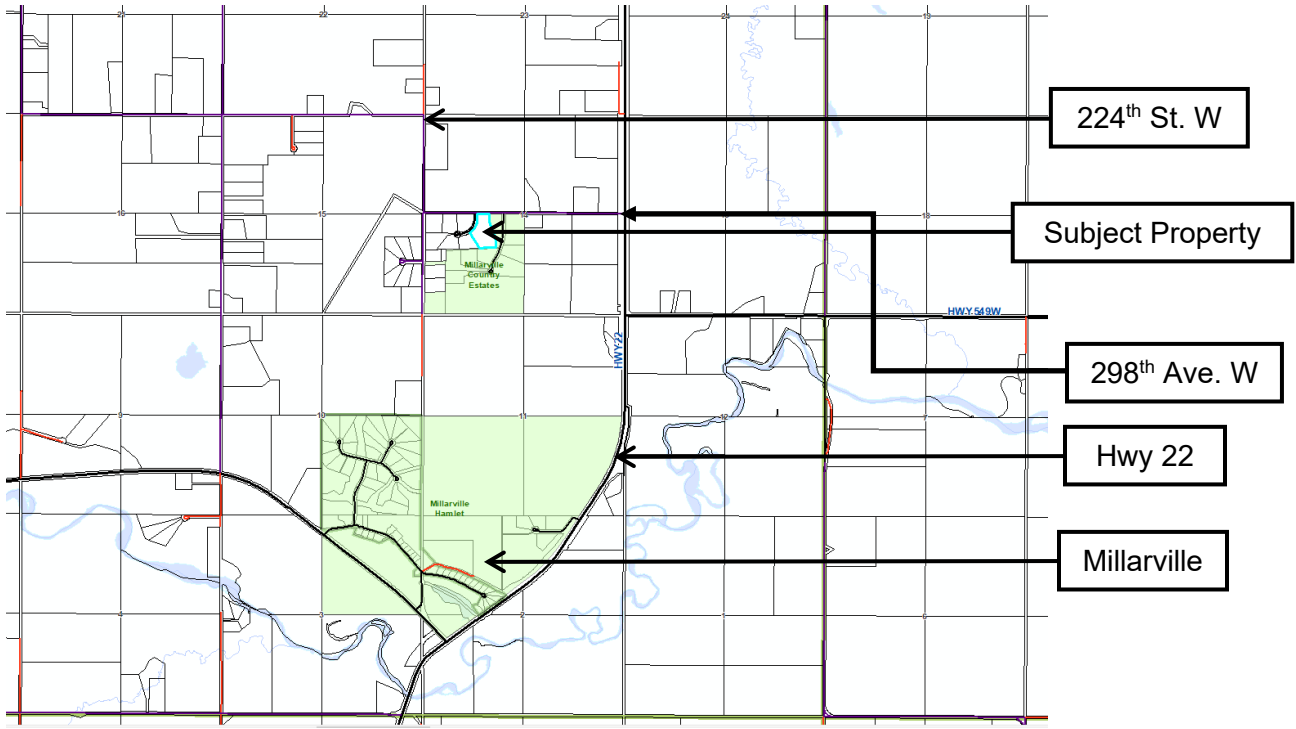
DEVELOPMENT PERMIT APPLICATION FILE NUMBER: 22D 207

LANDOWNER(S): DOUGLAS TAYLOR AND TENA TAYLER

PROPOSAL DESCRIPTION: SEA-CAN FOR PERSONAL USE

LEGAL DESCRIPTION: PTN. SW 14-21-03-W5M; PLAN 0212929, BLOCK 1, LOT 9

LOCATION: The subject property is a 9.46 acre Country Residential District parcel located one kilometer west of Highway 22, directly south of 298th Avenue West, approximately 50 meters west of 224th Street West and 2.4 kilometers north of the Hamlet of Millarville adjacent to the Millarville Country Estates Area Structure Plan.



INTENT OF APPLCIAITON: The applicants have submitted a Development Permit application to allow for the placement of one sea-can for personal use storage. The application identifies that the sea-can is to be painted to match the trim on the existing residence, placed on a graveled pad, anchored to the satisfaction of the County and is to be surrounded by the existing mature Poplar and Spruce trees on the property, for the purpose of screening.

Sea-Can is considered a Discretionary Use within the Country Residential District of the Land Use Bylaw 60/2014. Section 9.28 of the Bylaw provides that a Sea-Can may be considered as an accessory building to be used from personal storage provided that the exterior matches or compliments the exterior finish of the principal building(s) and is generally screened from the view of neighboring lands and municipal roadways to the satisfaction of the Development Authority.

The application for a Development Permit in accordance with the provisions of Land Use Bylaw 60/2014 of Foothills County in respect of the proposed Sea-Can for Personal Use on the subject property, being portion of SW 14-21-03-W5M; Plan 0212929, Block 1, Lot 9, has been considered by the Development Officer and is **APPROVED** subject to the following:

APPROVAL DESCRIPTION:

This approval allows for the placement of one sea-can on Plan 0212929, Block 1, Lot 9, PTN: SW 14-21-03-W5M, for personal storage only and shall be located on the subject parcel, as identified on the submitted site plan, within the accepted Development Permit application.

CONDITIONS OF APPROVAL:

Please note that the following requirements must be completed within the twenty-four (24) month completion period for this Development Permit unless a time extension is issued under agreement between the Development Authority and the Applicant(s). Failure to complete and/or comply with the following conditions of approval will see the Development Permit deemed null and void.

1. The applicant shall maintain the development and use in accordance with all conditions of approval and plans that have been acknowledged by the municipality to be appropriate. **Any revisions and/or additions to the use of this land shall not proceed except under benefit of appropriate approvals;**
2. The existing mature vegetation shall be maintained in order to support visual screening from adjacent lands and roadways. Should existing vegetation on the subject property be removed or reduced in a way that no longer conceals the sea-can from adjacent lands and roadways, the landowners must

replace with similar or greater material(s) in order to ensure that the same or greater visual screening of the Sea-can is maintained;

3. Exterior finishing of the Sea-Can shall be completed as per the accepted application. It is the applicant's responsibility to ensure the Sea-Can is maintained to be safe, functional and in good repair, including the preservation of the exterior finish, to ensure that the Sea-can aesthetically complements the primary structure on the subject property. Any damage must be repaired in a timely manner and the unit shall be refinished at any such time that it begins to appear unsightly from age or degradation;
4. The Sea-Can shall be used for the storage of personal items only. Rental of, or use of the container in conjunction with a business, home occupation, or for any type of residential purpose – including overnight stays, has not been considered under this approval. Any such additional use(s) will require approval under appropriate independent municipal application(s). Modifications to, or attachments/additions to the container is not permitted;
5. Should the Sea-Can be removed from the subject property for greater than 60 consecutive days, the Sea-Can would not be permitted to return to the subject property without receiving an updated approval;
6. It is the landowner's responsibility to provide notification to the Development Authority upon completion of the development, as approved herein;

ADVISORY REQUIREMENTS:

The following requirements are provided by Foothills County to inform the applicant(s) and landowner(s) of their necessity. It is the responsibility and liability of the applicant(s) and landowner(s) to ensure adherence with these requirements for the life of the development.

1. It is mandatory that all development comply with all requirements of the Alberta Building, Plumbing, Electrical, and Fire Codes at all times, including but not limited to anchoring the Sea Can and the placement of the Sea Can on a graveled base.
2. Any new installation(s) of exterior lighting must adhere to the guidelines and technical specifications as outlined within the Dark Sky Bylaw;
3. Natural drainage of the property must be maintained. Alteration to natural drainage may proceed only under the authorization of an approved Development Permit for Lot Grading;
4. All structures shall be located as to adhere to Municipal setback requirements from the boundaries of the legally titled property. No variance for yard setbacks has been considered under this approval;
5. The issuance of a development permit by the County does not relieve the landowners of the responsibility of complying with all other relevant County bylaws and requirements, nor excuse violation of any provincial or federal regulation or act which may affect use of the land;
6. The applicant is wholly responsible for all costs of improvements, remedial works and/or maintenance during and after development of the land, and shall maintain the property in accordance with the submitted plans and recommendations in order to ensure that adverse impacts on area lands are avoided;
7. The landowners indemnify and hold harmless the County against the cost of any claims or actions, or awards for loss or damage to the owner, arising from soils being relocated to/on this property;
8. The applicants shall be responsible for payment of any professional costs including legal fees that may be incurred by the County with respect to the implementation of this permit;

Note: Notification of this decision will be advertised in two issues of the Western Wheel and circulated to area landowners (according to County Records at this time) within one-half mile surrounding. Development Permit Notices can also be viewed on our website, www.foothillscountyab.ca.

Note: This Development Permit shall thereafter be null and void if the development or use is abandoned for a period of six months.

Note: The conditions of this Development Permit must be met and adhered to at all times. Fines and/or Enforcement action may occur if operating outside of the Development Permit.

From: [REDACTED]
To: [Appeals](#)
Subject: Development Appeal
Date: November 23, 2022 7:56:40 PM

[You don't often get email from [REDACTED]. Learn why this is important at <https://aka.ms/LearnAboutSenderIdentification>]

Hello,

This email is in regard to Development Permit Application
22D 207.

The applicants are Douglas and Tena Tayler. The hearing is Tuesday, November 29, 2022 at 1:00pm. The appellant against the approval is Sylvia Graupner.

I am Linda Honey, a longtime neighbor of the Taylers. My email address is [REDACTED]

My mailing address is [REDACTED]. I can be reached at [REDACTED]

My husband Glenn and I support the Tayler's request.

Sincerely,

Linda Honey

[EXTERNAL EMAIL] This email has originated from outside of the Foothills County organization. Do not click on any links or open any attachments unless you recognize the senders Name and Email address.

November 25, 2022

Re: Permit 2D 207, Sea-Can for Personal Use (Douglas and Tena Taylor), Appeal Board Hearing
November 29, 2022 1:00 pm

Regarding Permit 2D 207, Sea-Can for Personal Use, I have no issues whatsoever with the sea-can container or its installed location.

Brent and Tena have been our neighbours for the entire time that we have resided in Foothills County (20+ years). I can state that they have been absolutely wonderful neighbours. They are conscientious, helpful, and take care of others. They would never do anything to negatively impact others in their community.

On a scale of 1-100, I would rate the potential negative effects of the sea-can as 0.1. Although I am aware of the presence of the sea-can, it is situated well within the boundaries of the Tayler's property behind cover. It is essentially unnoticeable, even at this time of year with reduced foliage.

I can't help but note the irony present in this appeal. Over a period of many years, neighbours have had to endure the appellant's aggressive/uncontrolled dog. Over the past 3-4 years, neighbouring property owners have experienced significant risk from the appellant's burn piles that are non-compliant with County bylaws that are conditions attached to the issuing of burn permits. I have personally experienced burning embers falling on my property. I would rate the potential harm from these issues as 99.9 on a scale of 1-100.

Finally, I believe that it is important to recognize the fact that the Taylers have complied with the County's land bylaws in applying for a development permit related to the sea-can. I received a notification from Foothills County communicating the proposed development on October 12 2022. The Taylers have followed the rules properly.

In contrast, the following 'developments' are present on properties either adjoining my property, or in our subdivision:

- large pond/dugout (x 2 properties)
- large greenhouse structure and large detached garage out-building (appellant's property)
- inground swimming pool with accompanying change facility out-building

I do not recall having received notices from the County for any of these developments. It is possible that one or more of them are non-permitted.

In closing, I **support** the Tayler's proposed sea-can development.

Sincerely,

Don Scott

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

CH Ranchlands Ltd

[REDACTED]
[REDACTED] [REDACTED]

Development Appeal Board
Box 5605
High River, AB T1V 1M7
appeals@foothillscountyab.ca

To Whom it May Concern:

RE: Development Permit Application: 22D 207 for a Sea-Can for Personal Use

Landowner/Applicant: Douglas Taylor and Tena Tayler

Legal: Plan 0212929, Block 1, Lot 9, PTN SW 14-21-03 W5M

Date and Time of Appeal: Tuesday, November 29, 2022, at 1:00 p.m.

As the owners of the CH Ranchlands Ltd. property, and long time (twenty-five years) neighbours of the aforementioned applicants, we wish to express our support of this application.

We understand that the application to house a sea-can for personal use has come about as the result of the Taylors responding to a sudden and urgent family situation. Our understanding is that the sea-can is being used to store personal belongings of a family member who has had to unexpectedly move home. We have no issues or concerns with the sea-can being placed for personal use on this named property.

Sincerely,

Paul and Kathryn Chapman

CH Ranchlands Ltd.

[REDACTED]

[REDACTED]

[REDACTED] [REDACTED] [REDACTED]