



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 GRAPNER

Mailing Address:

Town/City/Village:

Province:

Postal Code:

Home/Cell Phone:

Business Phone:

I consent to receive documents by email: ☒ Yes ☐ No

Email Address:

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 FOIP Coordinator at 403-295-8811.

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

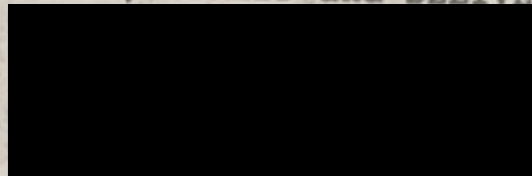
EXCEPTING THEREOUT ALL MINES AND MINERALS

AREA: 2.567 HECTARES (6.34 ACRES) MORE OR LESS

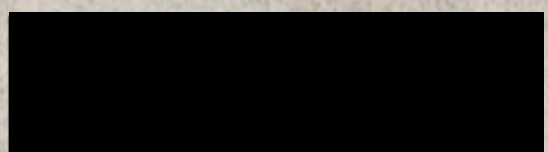
remaining provision shall be valid and shall be enforceable to the extent permitted by laws.

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

SIGNED, SEALED and DELIVERED)

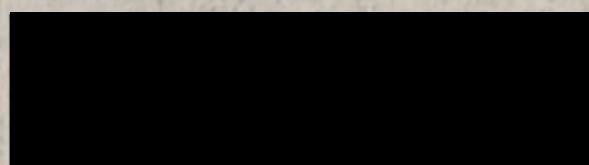


Witness

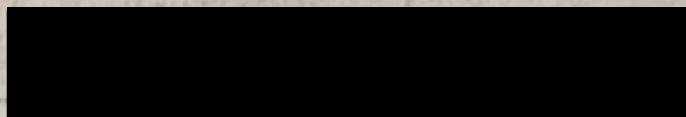


Witness

KEN J. ROGERS
Barrister & Solicitor



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



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

DATED

1996

971006571 REGISTERED 1997 01 07
RESC - RESTRICTIVE COVENANT
DOC 1 OF 1 DRR#: 6946101 ADR/GVELJI
LINC/S: 0026935198 0026935206
0026935214 0026935272 0026935249
0026935256

RESTRICTIVE COVENANT

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