



April 28, 2025

OUR FILE NUMBER: 25-SUB-032
YOUR FILE NUMBER: N/A



Steven & Teresa Gratrix
46239 Highway 855
Daysland, AB T0B 1A0

Dear Sir/Madam:

RE: PROPOSED SUBDIVISION
Lot A Plan 802-2701 & Pt. NE 16-46-16-W4, Flagstaff County

Your subdivision application was **conditionally approved** by the Subdivision Authority for the Flagstaff County on April 26, 2025. The decision is valid for one (1) year.

The decision may be appealed within twenty-one (21) days of the mailing of this letter by submitting a written notice to the appeal body (the Land and Property Rights Tribunal) as indicated within the Notes on the attached form.

Following the appeal period, an instrument (Plan of Survey) to register the approval must be prepared and submitted to this office for endorsement. However, this office cannot endorse the instrument until the appeal period has elapsed.

Endorsement also cannot be given until the attached conditions have been met. Please confirm that any appropriate documentation has been received by this office when submitting your registerable instrument.

The instrument must be prepared on your behalf by an Alberta Land Surveyor in a manner satisfactory to the Land Titles Office (10365 - 97 Street, Edmonton, T5J 3W7, phone 780-427-2742).

Please contact me at 780-486-1991 or via email j.dauphinee@munplan.ab.ca for any clarification.

Yours truly,



Jane Dauphinee
B.A. | M.Plan | RPP | MCIP
Principal/Senior Planner
Municipal Planning Services (2009) Ltd.

cc: Flagstaff County
Forestry & Parks (Christine)
Transportation & Economic Corridors
(RPAT 49058)
Canada Post (Gary/Roseanna)
Paramount Energy Operation Corp
Battle River Power Co-op

FortisAlberta Inc
Telus Communications
Ankerton Gas Co-op
Battle River School Division
Alberta Health Services (Central Zone)
Sequoia Resources Corp
Pat Hutchinson

OUR FILE NUMBER: 25-SUB-032

Lot A Plan 802-2701 & Pt. NE 16-46-16-W4


Conditionally Approved
April 26, 2025

APPROVED SUBJECT TO THE FOLLOWING CONDITIONS:

1. That the instrument for endorsement effecting this plan be registered by Plan of Survey.
2. That the instrument affecting this tentative plan of subdivision have the effect of consolidating the portion of Pt. NE 16-46-16-W4 being subdivided with Lot A, Plan 802-2701 in such a manner that the resulting title cannot be further subdivided without Subdivision Authority approval.
3. That prior to endorsement of an instrument affecting this plan, approaches, including culverts and crossings to the proposed lot and to the residual of the land, be provided at the owner's and/or developer's expense and to the specifications and satisfaction of Flagstaff County.
4. That prior to endorsement of an instrument affecting this plan, the registered owner and/or developer enter into a restrictive covenant, which shall be registered by way of caveat against the title of the proposed Lot. This restrictive covenant shall include:
 - a. A drawing delineating the building pocket on the proposed lot. The building pocket will include all land within the proposed lot, excluding wetlands, pipeline rights of way; and required building setback areas from the front, rear, and side property lines; and
 - b. The requirement that all future buildings shall be constructed within the identified building pocket on the proposed lot.
5. That taxes are fully paid when final approval (endorsement) of the instrument affecting the subdivision is requested.

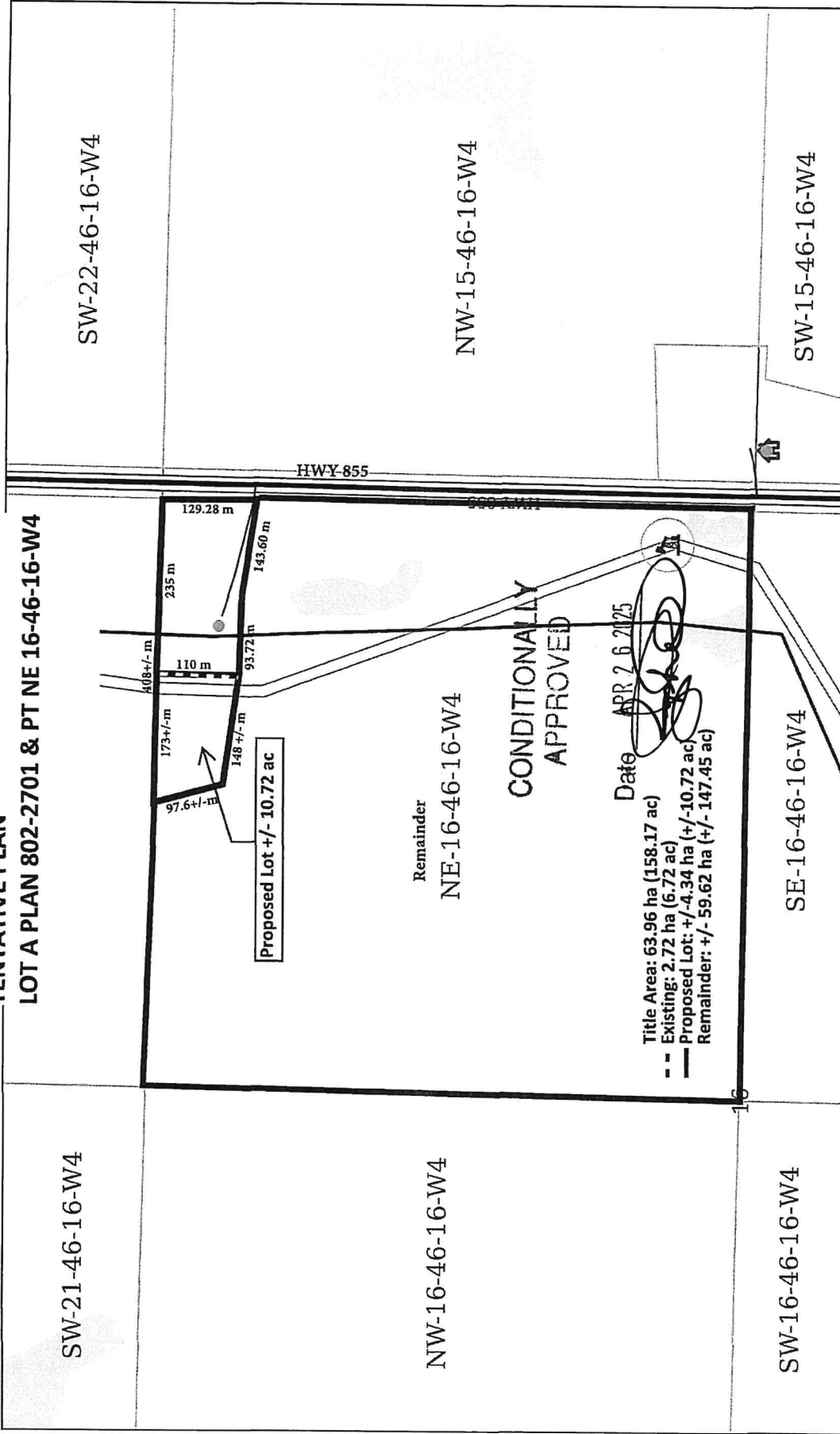
NOTES FOR INFORMATION PURPOSES ONLY: (These are not conditions of approval)

1. The subdivision is being approved because the land that is proposed to be subdivided is, in the opinion of the Subdivision Authority, suitable for the purpose for which the subdivision is intended, and the proposal is considered by the Subdivision Authority to conform to the provisions of Flagstaff County's Municipal Development Plan and Land Use Bylaw. The Subdivision Authority has not verified the availability of water on-site or the suitability of the soils on the site for sewage disposal; however, trucking services for such are available in the region. The matters listed in Section 9 of the *Matters Related to Subdivision and Development Regulation*, AR 84/2022, and submissions made by adjacent landowners were considered with care.
2. In order to expedite consideration of the final approval and endorsement of this proposal, a letter from Flagstaff County indicating that Conditions #3, #4, and #5, above have been satisfied should accompany any request for final approval or endorsement.
3. To avoid unnecessary complication, you are advised that no site work to affect your proposal should be commenced prior to endorsement of a registrable instrument by this office and/or without prior consultation with Flagstaff County as to its requirements regarding such development.
4. Flagstaff County has indicated that property taxes are outstanding in the amount of \$56.00.
5. FortisAlberta is the Distribution Wire Service Provider for this area. The developer can arrange installation of electrical services for this subdivision through FortisAlberta. Please contact 310-WIRE to make an application for electrical services.

6. Alberta Transportation and Economic Corridors indicates that the existing access may remain on a temporary basis. All direct highway accesses are to be considered temporary. No compensation shall be payable to the landowner, or their assigns or successors when Transportation and Economic Corridors removes or relocates the access or if highway access is removed and access provided via a municipal road or service road.
7. The proposed subdivision may be affected by a permanent, naturally occurring body of water or watercourse. The Province has an interest in the Crown ownership of Provincial waterbodies/or Public Land boundaries in Alberta. *Development or water diversion may not occur in waterbodies, watercourses or Public Lands without prior consultation and approval from Alberta Environment and Protected Areas and/or Alberta Forestry and Parks and may require review in accordance with the Public Lands Act, R.S.A. 2000, c. P-40, as amended.* If you have any questions about development on or near water bodies, watercourses or public land. Please contact Alberta Environment and Protected Areas and/or Alberta Forestry and Parks prior to undertaking any activity within or near the wetland.
8. In accordance with section 657 of the Municipal Government Act, R.S.A. 2000, c. M-26, as amended, this decision is valid for one (1) year. If you are unable to complete your subdivision approval prior to the end of the one-year period, contact our office before your file expires to begin the extension request process. The extension request and fee (\$350 + GST) must be received before the file expires. Once a file has expired, an extension request cannot be processed, and a new subdivision application will be required.
9. The following information is provided as required by Section 656(2)(a) of the Municipal Government Act. Any appeal of this decision lies to the Land and Property Rights Tribunal, whose address is: 2nd Floor, Summerside Business Centre, 1229 - 91 Street SW, Edmonton, Alberta, T6X 1E9 (phone 780-427-2444).
10. Please advise your surveyor that the Subdivision Authority for Flagstaff County is "Municipal Planning Services (2009) Ltd."

TENTATIVE PLAN

LOT A PLAN 802-2701 & PT NE 16-46-16-W4



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Restrictive Covenant

THIS AGREEMENT: Made this ____ day of _____, 2025

BETWEEN: GRANTOR:

Lots _____, Block _____, Plan _____
[MUNICIPALITY]
(hereinafter called the "Owner")

AND: GRANTEE:
[MUNICIPALITY]
[ADDRESS 1]
[ADDRESS 2]
(hereinafter called the "Flagstaff County")

WHEREAS the Grantor is the equitable and Registered owners of certain lands located in Flagstaff County within the Province of Alberta, consisting of those lands more particularly described in Schedule "A" attached (herein called the "lands");

AND WHEREAS As a condition of granting subdivision approval with respect to the lands, the Owner was required to prepare and enter into a Restrictive Covenant agreement with the County acknowledging that the lands are subject to development restrictions and allowing for the registration of the agreement against title to the lands;

AND WHEREAS Flagstaff County wishes to establish certain obligations and restrictions to ensure compliance with the conditions of subdivision approval, specifically by requiring future buildings to be located in accordance within the identified building pocket on the lot in accordance with the AB Wetland Policy, applicable AER setbacks from pipeline Rights-of-Way and the County's Municipal Development Plan and Land Use Bylaw.

AND WHEREAS the County, pursuant to the terms of the Municipal Government Act, RSA 2000, c. M-26, as amended (the MGA") has the direction, control and management of roadways adjacent to and in the vicinity of the lands (the "County lands") and is entitled to Register this Restrictive Covenant pursuant to Section 651.1 of the MGA;

AND WHEREAS the lands will be burdened by, and the County land will benefit from, the restrictive covenant herein and any obligations and restrictions shall run to the benefit of the County and bind the owner or owners of the lands and any parcel or portion thereof from time to time;

AND WHEREAS the owner and the County shall be deemed to refer to such parties and their respective grantees, assigns, and successors in title,

THEREFORE the owner does (or itself, for its transferees, and for its assignees) covenant as follows:

Application

1. The lands described in Schedule "A" shall be a servient tenement.
2. Roads adjacent to and in the vicinity of the servient tenement (the lands), under the direction, control and management of the County, shall be a dominant tenement.
3. The lands described in Schedule "A" shall be subject to the restrictions and conditions herein set forth which shall be deemed to be covenants running with the lands and annexed to the lands and shall be binding upon and be a burden on the lands and the owner of the lands from time to time. The covenants shall enure to the benefit of the County. The provisions of this Restrictive Covenant shall not terminate without the express written consent of County.

Covenants and Restrictions

4. The restrictive covenants set out under this heading are granted with the intent that they shall run with the lands for the benefit of the County, and shall bind and be a burden on the Owner of the lands and the successor in title of the lands (but not so as to render the Owner of the lands liable in damages after it or they shall have parted with all interest in the Owner's lands).
5. The Owner shall not undertake, permit, or commence any excavation, stockpiling or building construction upon the lands outside of the identified building setback area, except as required for livestock fencing and driveway construction.

Lands Burdened and Benefitted

6. The burden of the covenants and restrictions shall pass with and extend and be annexed to, and run with and bind each and every part of the lands and shall also bind the owners and all successors in title to all or any portion of the lands, and any other persons, firms, corporations or organizations having at any time any right of use, occupancy or possession of all or any portion of the lands or of all or any portion of any existing or future building or improvement situate upon the lands or any part thereof. The covenants and restrictions shall pass with, extend to, run with, and benefit each and every part of the lands, and shall also extend to and be enforceable by, the owner of each and every part of the lands, and the successors and assigns who have acquired all or any portion of such owner's interest in the lands so as to ensure to each and every successor and assign of such owner deriving all or any portion of such owner's interest in the lands under or through such owner.

Notwithstanding any provision in this agreement, the County shall not be responsible for any damage or loss incurred or sustained by an owner.

Remedies

7. In the event of a breach by any Owner, the County shall be entitled to obtain an order specifically enforcing the performance of such obligation or an injunction prohibiting any such breach. Any action taken or document executed in violation of this Restrictive Covenant shall be void and may be set aside by the County. Any costs and expenses of any such proceeding, including attorney's fees in a reasonable amount, shall be paid by the defaulting Owner and shall constitute a lien against the land, and improvements thereon, or the interests therein, until paid.

Miscellaneous

8. The provisions of this Restrictive Covenant do not absolve the owner of the lands or any portion or parcel thereof from complying with any easement or other instrument affecting the lands, or from complying with any general, provincial or municipal regulation or any amendments thereto.

9. This Restrictive Covenant agreement may be Registered, by way of Caveat at the Land Title Office against the lands described in Schedule "A".
10. This Restrictive Covenant shall be construed in accordance with the laws of the Province of Alberta.
11. The article headings in this Restrictive Covenant are for convenience only, shall in no way define or limit the scope or content of this Restrictive Covenant, and shall not be considered in any construction or interpretation of this Restrictive Covenant or any part hereof.
12. In this Restrictive Covenant, the masculine and the singular shall be read as feminine, neuter, and plural where the context requires.
13. Any provisions of this Restrictive Covenant made void or rendered invalid by any law in force in the Province of Alberta or adjudged not to be a covenant running with the land shall not invalidate or render unenforceable the remaining provisions of this Restrictive Covenant.

IN WITNESS WHEREOF the parties hereto have hereunto affixed their corporate seal by the hand of their proper officers in that behalf and the individuals have signed their names by witness the day and year first above written.

SIGNED, SEALED, AND DELIVERED:

[Municipality]

Per: _____
Reeve

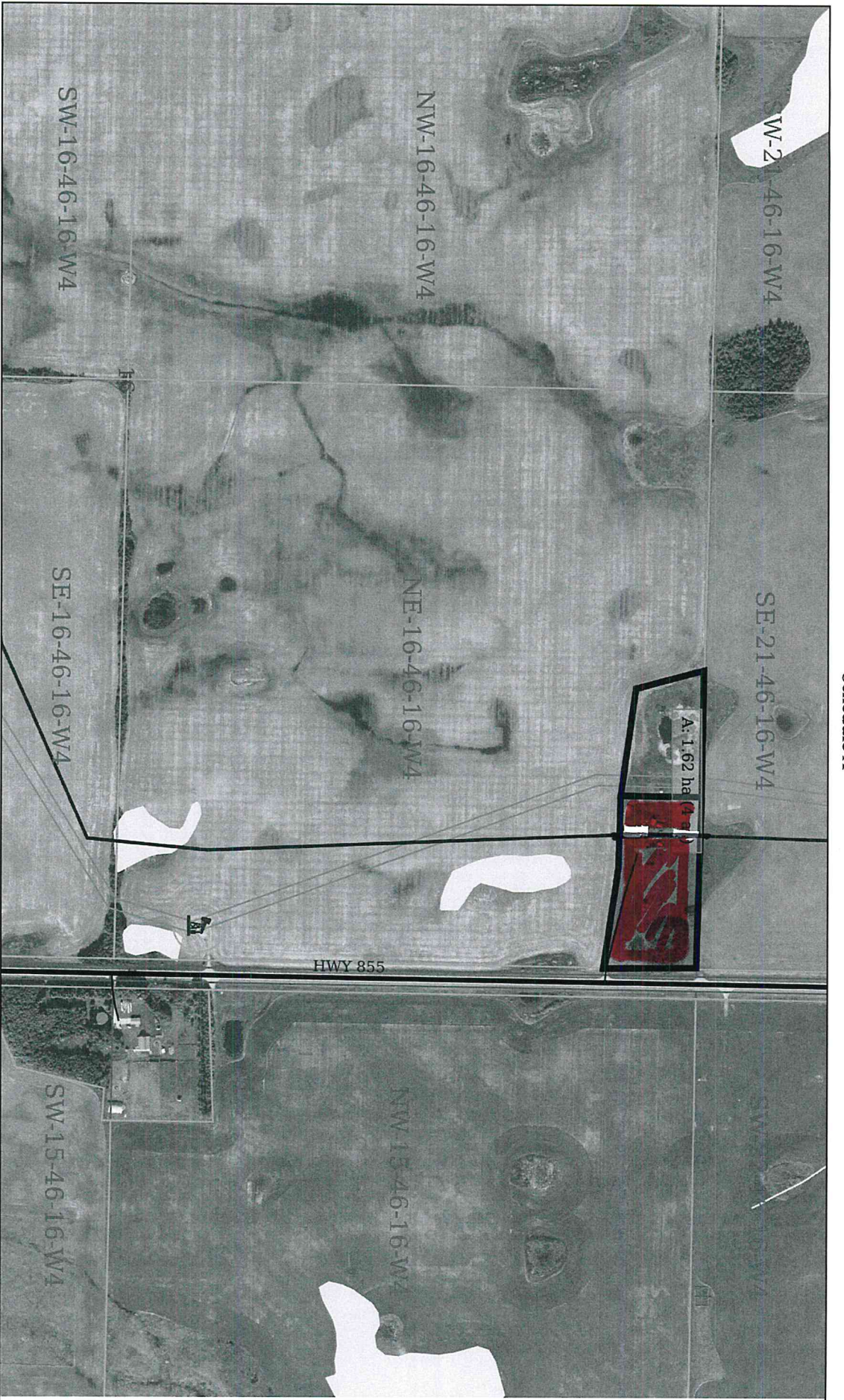
Per: _____
Chief Administrative Officer

Witness

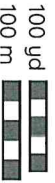
LANDOWNER

LANDOWNER

Schedule A



Scale 1: 7,500



*Building footprint
exact area to be
determined by surveyor*

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SCHEDULE "A"

AFFIDAVIT OF ATTESTATION OF AN INSTRUMENT

FORM 31
Land Titles Act
(Sections 155 and 156)

I, _____, of _____, in the Province of Alberta, make oath and say:
(Witness Name) (Location)

1. I was personally present and did see [LANDOWNER] who, on the basis of the identification provided to me, I believe to be the persons named in the within (or annexed) instrument, duly sign the instrument;
2. The instrument was signed at _____, in the Province of Alberta, and I am the subscribing witness thereto;
(Location)
3. I believe that the persons whose signature I witnessed is at least eighteen (18) years of age

SWORN BEFORE ME at the

_____, in the
Province of Alberta, this ____ day
of _____, 2025

A Commissioner for Oaths
in and for Alberta

Print Name: _____

My Commission Expires: _____

Witness Signature

Dower Affidavit
FORM B
Dower Act
(Sections 4)

I, [LANDOWNER], of [MUNICIPALITY], in the Province of Alberta, make oath and say:

1. I am the transferor (or the agent under power of attorney in my favour registered in the Land Titles Office on as instrument number granted by the transferor(s) named in the within instrument.

2. ☐ I am (or my principal is) not married.

- OR -

☐ Neither myself nor my spouse (or my principal nor my principal's spouse) have resided on the within mentioned land at any time since our (or their) marriage.

- OR -

☐ I am (or My principal is) married to _____ being the person who executed the release of dower rights registered in the Land Titles Office on _____ as instrument number.

- OR -

☐ A judgement for damages was obtained against me by the spouse (or my principal by my principal's spouse) and registered in the Land Titles Office on _____ as Instrument number _____.

SWORN BEFORE ME at the

_____, in the
Province of Alberta, this ____ day
of _____, 2025

A Commissioner for Oaths in and for Alberta

Print Name: _____

My Commission Expires: _____

LANDOWNER

LANDOWNER