

RESTRICTIVE COVENANT

This Agreement dated the _____ day of _____, 2012

Between:

SHANE HANSEN

Of _____, Alberta
(hereinafter called the "Grantor")

OF THE FIRST PART

AND

COUNTY OF ST. PAUL

Of 5015 - 49 Avenue. St. Paul, AB T0A 3A4

(hereinafter together called the "County")

OF THE SECOND PART

WHEREAS the Grantor is registered as owner of lands located in the County of St. Paul described more particularly in **Schedule "A"** hereto and hereinafter referred to as the "Burdened Lands".

AND WHEREAS the Burdened Lands are adjacent to a municipal road allowance under the direction, control and management of the County (the "Municipal Road").

AND WHEREAS the County has agreed to the construction of a portion of a private water service line within the Municipal Road to provide service to the Lands described in **Schedule "B"** (the "Serviced Parcel"). A portion of the private water service line will be constructed in the Burdened Lands.

AND WHEREAS the Grantors wish to create a Restrictive Covenant burdening the Burdened Lands for the benefit of the Municipal Road, hereinafter referred to as the "Benefited Lands".

AND WHEREAS the registration of this Restrictive Covenant is a condition of the County agreeing to the construction of the water service line in the Municipal Road.

NOW THEREFORE this Agreement witnesseth that in consideration of ONE (\$1.00) DOLLAR now paid to the Grantors (receipt and sufficiency of which is acknowledged), of the consent to locating the water service line in the Municipal Road and in consideration of the Restrictive Covenant grants herein provided;

1. The Grantor, being registered owner of all those lands (the "Burdened Lands") more particularly described in **Schedule "A"** hereto, on their own behalf and on behalf of administrators, successors and assigns, do hereby covenant and agree with:
 - a. the County regarding the Benefited Lands and their respective administrators, successors and assigns as County (the "County") for themselves and their respective successors in title that the Burdened Lands, be and are hereby bound with and burdened by the following Restrictive Covenant, which shall be and are hereby annexed to and binding upon the Burdened Lands namely:
 - (i) No service connection or other connection of any kind to the water service line which is installed for the sole purpose of providing water to the serviced parcel shall be made from any location on the Burdened Lands unless the County provides prior written approval.
2. The foregoing Restrictive Covenants shall be binding upon and enure to the benefit of any person to whom the Burdened Lands or any parcel of land within the Burdened Lands are conveyed such that the stipulations, reservations and provisions described herein shall run with the Burdened Lands and each parcel comprising the Burdened Lands, and shall enure to the benefit of the County.
3. The provisions of this Restrictive Covenant as they apply to the Burdened Lands:
 - a. do not absolve any owner of the Burdened Lands or any parcel within the Burdened Lands from complying with any easement or other instrument affecting the Burdened Lands;

- b. do no absolve any owner of the Burdened Lands or any parcel within the Burdened Lands from complying with any federal or provincial legislation or regulation, and any amendments thereto;
 - c. do not absolve any owner of the Burdened Lands or any parcel within the Burdened Lands from complying with the Land Use Bylaw or any other bylaw of the County of St. Paul; and
 - d. are not intended to conflict with but, rather, be further to those prescribed for the Burdened Lands under the Land Use Bylaw and any other Statutory Plan of the County of St. Paul, and any amendments thereto, affecting the Burdened Lands.
4. The Restrictive Covenants herein set forth are severable and the invalidation of one or more than one of them shall not invalidate any other Restrictive Covenant set forth and such Restrictive Covenants shall be independent to the extent that the lack of enforcement or one or more of them shall in no way be construed as a waiver of any of the other Restrictive Covenants set forth herein.
5. This Agreement shall be binding upon and enure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.
6. This Restrictive Covenant shall be registered or recorded by way of caveat against the title to the Burdened Lands at the Land Titles Office.

IN WITNESS WHEREOF the parties have executed this Restrictive Covenant on the day and year first above written.

THE COUNTY OF ST. PAUL

Per: _____
 (corporate seal)
 Per: _____

 Witness

 Shane Hansen

SCHEDULE "A"

Burdened Lands

SCHEDULE "B"

Benefited Lands

AFFIDAVIT OF EXECUTION

CANADA
PROVINCE OF ALBERTA
TO WIT:

) I, _____,
) of the _____ of _____,
) in the Province of Alberta,
) _____,

MAKE OATH AND SAY:

1. THAT I was personally present and did see **Shane Hansen**, named in the within instrument, on the basis of the identification provided to me, duly sign and execute the same for the purpose named therein;
2. THAT the instrument was executed at _____, Alberta and that I am the subscribing witness thereto;
3. THAT I believe **Shane Hansen**, whose signature I witnessed, is at least eighteen (18) years of age.

Sworn before me at _____,
in the Province of Alberta
this ____ day of _____, 2012

)
)
)
)

A Commissioner for Oaths in and for the
Province of Alberta

973375.doc; May 30, 2019