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|  | Standard Form Agreements  Development Permit & Subdivision  Applications  **Development Engineering** |

**Your application to The City of Calgary for either a Development Permit or Subdivision has been processed and various documents may be required as a condition of the development or subdivision.**

**When completing the attached General Utility and Access Agreement (Test Manhole)**, **please follow the instructions below.**

* The agreement provided by The City of Calgary is locked and only the field areas indicated may be completed. Each field specifies the information required to be keyed into each space. You may tab from field to field.
* The Plan number space in the second Recital should be left blank and will be filled in at the time the document is registered at the Land Titles office. A survey plan prepared by an Alberta Land Surveyor that delineates the easement area must accompany the agreement package.
* Once all the field areas have been filled in, save the document.

**NOTE: THIS PAGE IS FOR INFORMATION ONLY AND IS NOT PART OF THE AGREEMENT.**

* The order of assembly of the agreement should be:
  1. the agreement
  2. Affidavits after the signing page, if required; and
  3. last, the required Schedule(s).
* Print three (3) copies of the agreement and have each copy signed by the Grantor. **PLEASE DO NOT DOUBLE SIDE THE AGREEMENT, AFFIDAVIT(S) OR SCHEDULE(S) WHEN PRINTING.**
* Ensure that the signature of the Grantor(s) is witnessed and that the witness completes the Affidavit of Execution. An originally sworn and signed Affidavit of Execution is required for each copy of the agreement.
* Where there is only one individual names on the Certificate of Title to a parcel, a Dower Affidavit is required. Please complete either Forms A and C together or Form B alone. An originally sworn and signed Dower Affidavit is required for each copy of the agreement.

Once the copies of the agreement have been signed and the an Affidavit of Execution (and Dower Affidavit, where required) has been completed and attached to each copy of the agreement - mail, courier or deliver the copies of the agreement, **with a cover letter setting out the DP or SB number** to:

By Delivery or Courier: Development Engineering (#8032), The City of Calgary

Mail Room, Basement Floor, Municipal Building

800 Macleod Trail SE, Calgary

If by Mail: Development Engineering (#8032), The City of Calgary

P.O. Box 2100, Postal Station “M”, Calgary, Alberta T2P 2M5

Click here to enter text.Choose an item.Click here to enter text.

Click here to enter text.

This Agreement dated on the \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_.

BETWEEN:

Click here to enter text., individuals(s) owning land in the City of Calgary, in the Province of Alberta

(“the Grantor”)

- and -

**THE CITY OF CALGARY,** a municipal corporation carrying on business in and pursuant to the Province of Alberta

(“the City")

**GENERAL UTILITY AND ACCESS AGREEMENT**

**(Test Manhole)**

**Recitals:**

**WHEREAS** the Grantor is the registered owner of an estate in fee simple, subject however to such encumbrances, liens and interests as noted in this Agreement or as endorsed on the existing Certificate of Title of lands legally described as:

**ATTACHED SCHEDULE “A”**

("the Lands")

**AND WHEREAS** the Grantor does in consideration of the sum of Ten Dollars ($10.00) and such other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, give, grant, transfer and make over unto the City, the right, privilege and easement of a right-of-way, in, through and over the following lands, namely:

Those Portions of the Above Said Lands Which Lie Within the RightS-of-Way as Shown on Plan \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

Excepting Thereout All Mines and Minerals

(“Access and Utility Rights of Way”)

for the digging, putting down, taking up, relaying, connecting, disconnecting, constructing, repairing, replacing, maintaining, inspecting and operating the sanitary test manhole, or any one or more of them, together with the usual and ordinary appurtenance thereto, (all or any one or more of which are hereinafter referred to as the "manhole or manholes”) to be laid in, under, on, over or across the right-of-way, the said right, privilege and easement being subject to the following terms and conditions which are hereby agreed to by and between the City and the Grantor, namely:

1. The term "the City" wherever used in these presents shall include and shall be interpreted to mean The City of Calgary and the nominees or appointees of the City.

2. The Access and Utility Rights-of-Way, hereby granted shall be for such length of time as the manhole or manholes are required by the City.

3. The City, its tenants, contractors, subcontractors, officers, servants, agents and workmen shall have the full and free right and liberty to have ingress, egress and to pass and repass on the Access and Utility Rights-of-Way either on foot or by means of vehicles or necessary machines whatsoever, and to remain on the Access and Utility Rights-of-way, for all purposes of digging, putting down, taking up, relaying, connecting, disconnecting, constructing, repairing, replacing, maintaining, inspecting, and operating the manhole or manholes.

4. Except in the case of an emergency (as determined by the Manager, Development Engineering) the City shall provide the Grantor with prior written or verbal notice before accessing the Access and Utility Rights-of-Way at the end of the driveway on the Lands.

5. The City in carrying out any of the aforesaid operations will do so in a good and workmanlike manner and will cause or do as little damage and inconvenience to the owner or occupier of the said lands, as is reasonable, and any excavations or workings made or done in connection therewith shall, so far as is reasonably practicable, be restored to its former condition. The replacement of trees, shrubs, landscaping other than grass, shall be deemed to be impracticable.

6. The Grantor covenants and agrees that it and its successors in title will not do any of the following:

1. access or permit to be accessed the manhole or manholes without the written consent of the Manager, Development Engineering;
2. perform any act that would damage the manhole or manholes;
3. change or allow changes to the design or existing surface grade of the Access and Utility Rights-of-way without the approval of the Manager, Development Engineering;
4. build, erect, plant or maintain or permit to be built, erected, planted or maintained on or near the Access and Utility Rights-of-way any building, structure, trees, shrub, vegetation or landscaping that prevents or interferes, or may prevent or interfere with the City’s exercise of its rights granted herein.

7. The City will indemnify and save harmless the Grantor from and against all claims, damages, debts, dues, suits, actions and causes of actions, costs or sums of money that the Grantor may suffer or be put to by reason of anything done by the City in the exercise of the rights and privileges herein granted.

8. This Agreement and the covenants herein granted are and shall be covenants running with the land.

9. The rights, privileges and obligations hereunder shall extend to and shall be binding upon The City of Calgary, its successors and assigns, and upon the Grantor and his or their heirs, executors, administrators, successors and assigns (the Grantor, its successors and assigns).

10. Any notice or communication to be given or made to either party shall be in writing and may be sufficiently given if messenger delivered or faxed to such party at the following addresses:

To the Grantor: Click here to enter text.

Click here to enter text., Click here to enter text.

Email: Click here to enter text.

Fax: Click here to enter text.

Attention: Click here to enter text.

To the City: The City of Calgary, Development Engineering (#8032)

5th Floor, Municipal Building, 800 Macleod Trail S.E.

Calgary, Alberta T2P 2M5

Fax: 403-268-3636

Attention: Manager, Development Engineering

With a copy to: The City of Calgary, Law, Legal Services (#8053)

12th Floor, Municipal Building, 800 Macleod Trail S.E.

Calgary, Alberta T2P 2M3

Fax: 403-268-4634

Email: law.reception@calgary.ca

Attention: Manager, Planning & Real Estate Section

Either party may change its address by notice given to the other in accordance with this section in which event this section shall be deemed to have been amended accordingly.

Any notice or communication given in the foregoing manner shall be deemed to have been given and received on the date of delivery or fax.

**IN WITNESS WHEREOF** the parties have executed this Agreement as evidenced by their signatures, as of the day and year first above written.

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Witness  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Witness   |  |  | | --- | --- | | **Approved as to Content** | **Initials** | | Bus. Unit: Development Engineering  Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  | | **Approved as to Form**  **by Law, Legal Services** | **Initials** | | Name:  File: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  | | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Click here to enter text.    \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Click here to enter text.  **THE CITY OF CALGARY**  Per: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Coordinator, Utility Generalists  Per: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  City Clerk |

**AFFIDAVIT OF EXECUTION**

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, of the City of \_\_\_\_\_\_\_\_\_\_\_\_, in the Province of Alberta, **MAKE OATH AND SAY THAT**:

1. I was personally present and did see \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ named in the within instrument, who is(are) known to me to be the person(s) named therein or identification was provided to me, duly sign the instrument.
2. The instrument was signed at the City of \_\_\_\_\_\_\_\_\_\_\_, in the Province of Alberta, and that I am the subscribing witness thereto.
3. That I believe the person(s) whose signature(s) I witnessed is(are) at least eighteen (18) year of age.

SWORN BEFORE ME at the City of )

\_\_\_\_\_\_\_\_\_\_\_\_, in the Province of Alberta, )

this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_. )

)

)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Commissioner for Oaths in and for Alberta ) Signature of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

)

Name of Commissioner: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Commission Expires: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

# DOWER ACT AFFIDAVITS

**\*\*\* NOTE\*\*\***

**Dower Act Affidavits are only necessary when there is only one individual listed as the owner of a property.**

**Either form A and C together or form B alone.**

**As Advised by Southern Alberta Land Titles Office**

**FORM A**

***DOWER ACT***

(Sections 4 and 6)

**CONSENT OF SPOUSE**

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, being married to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, the person named in the within \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, do hereby give my consent to the disposition of our homestead made in this instrument and I have executed this document for the purpose of giving up my life estate and other dower rights in the property given to me by the *Dower Act* to the extent necessary to give effect to the disposition.

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*(Signature of Spouse)*

**FORM B**

***DOWER ACT***

(Section 4)

**AFFIDAVIT**

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, of the City of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, in the Province of Alberta, make oath and say:

1. That I am the person named in the within \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

2. 🞏 That I am not married.

***- OR -***

🞏 That neither myself nor my spouse has resided on the within mentioned land at any time since our marriage.

***- OR -***

🞏 That I am married to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ being the person who executed the release of dower rights registered in the Land Titles Office on \_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_, as instrument number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

***- OR -***

🞏 That a judgment for damages was obtained against me by my spouse and was registered in the Land Titles Office on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_ as instrument number \_\_\_\_\_\_\_\_\_\_\_\_\_.

**Sworn Before Me** at the City of )

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, in the )

Province of Alberta this \_\_\_\_\_\_\_ day of )

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_. ) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

) Signature

)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ )

Signature of Commissioner for Oaths in and for Alberta

Print Name of Commissioner: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Commission Expires: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**FORM C**

***DOWER ACT***

(Sections 5, 6 and 9)

**CERTIFICATE OF ACKNOWLEDGMENT BY SPOUSE**

1. This document was acknowledged before me by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ apart from her husband (or his wife).
2. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ acknowledged to me that she (or he):
3. is aware of the nature of the disposition (or agreement),
4. is aware that the *Dower Act* gives her (or him) a life estate in the homestead and the right to prevent disposition of the homestead by withholding consent,
5. consents to the disposition (or agreement) for the purpose of giving up the life estate and other dower rights in the homestead given to her (or him) by the *Dower Act*, to the extent necessary to give effect to the said disposition (or agreement),
6. is executing the document freely and voluntarily without any compulsion on the part of her husband (or his wife).

DATED at the City of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, in the Province of Alberta this \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Barrister and Solicitor

**SCHEDULE** “A”

Click here to enter text.