|  |  |
| --- | --- |
|  | Standard Form Agreements  Development Permit & Subdivision  Applications  **Development Engineering**  **Infrastructure Planning**  **Water Resources** |

**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 Development and Geotechnical Covenant (Setbacks)**, **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 clause 3. 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 corporate seal is affixed to each copy of the agreement.
* **If the Grantor does not have a corporate seal**, complete the Affidavit of Corporate Signing Authority and the Affidavit of Execution. These affidavits are also available for completion in locked form. Both affidavits will be required, originally sworn and signed, for each copy of the agreement.
* Include a recent corporate search for all corporations indicated in the agreement in the package to the City.

Once the copies of the agreement have been signed, sealed with the corporate seal, or the appropriate Affidavits have been attached to each copy of the agreement, mail, courier or deliver the copies of the agreement, the corporate search(es) and 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., having corporate offices and carrying on business 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")

**DEVELOPMENT AND GEOTECHNICAL COVENANT**

**(Setbacks)**

**RECITALS:**

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

**ATTACHED SCHEDULE “A”**

("the Servient Lands")

**AND WHEREAS** pursuant to the Grantor’s Choose an item. file numberChoose an item.Click here to enter text., the City approved the development of the Servient Lands subject to certain conditions of approval, including a condition requiring the parties enter into a Development and Geotechnical Covenant and register such agreement Choose an item.;

**AND WHEREAS** Section 67 of the *Land Titles Act*, R.S.A. 2000 c. L-4, as amended provides that when an easement or an incorporeal right in or over land for which a certificate of title has been granted is created for the purpose of being annexed to or used and enjoyed together with other land for which a certificate of title has also been granted, the Registrar shall make a memorandum of the instrument creating the easement or incorporeal right on the existing certificates of title of the dominant and servient tenements respectively;

**AND WHEREAS** Section 68(1) of the *Land Titles Act* provides that an owner may grant to himself or herself an easement or restrictive covenant for the benefit of land that the owner owns and against land that the owner owns and the easement or restrictive covenant may be registered under the Act;

**AND WHEREAS** the City is the owner of streets, lanes and public reserves adjacent to the Servient Lots.

**IN CONSIDERATION** of the approval of Choose an item. Choose an item.Click here to enter text., the mutual covenants contained herein, the payment of Ten Dollars ($10.00) from the City to the Grantor and such other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. that the Developer does agree for the Development and the Developer’s successors-in-title to observe and be bound by the hereinafter mentioned covenants which shall be deemed to be and shall be covenants running with the land and shall be appurtenant to all of the Servient Lots or any portion or portions thereof for the benefit of each of the Servient Lots and the following adjacent lands, owned by the City, namely:

Click here to enter text.

(“the Dominant Tenement”)

1. The Servient Lots or any portion or portions thereof shall not be developed or redeveloped in any way other than in strict compliance with the Choose an item. (the "Geotechnical Report") for the Servient Lots prepared by Click here to enter text. and dated pick date of Geotechnical Report., a copy of which is attached hereto as **Schedule** Choose an item., and with The City of Calgary Geotechnical Report Requirements then current at the time development occurs and any further geotechnical reports (the “Additional Reports”) that may from time to time be submitted prior to development on behalf of the Developer by a professional geotechnical engineering consultant (the “Consultant”), which is a member in good standing of the Association of Professional Engineers, Geologists, and Geophysicists of Alberta, and who is licensed to practice engineering in the Province of Alberta, all of which reports referred to above being subject to the acceptance by the Manager, Infrastructure Planning.
2. The Developer further specifically agrees for the Development and the Developer's successors-in-title that any development on the Servient Lots will comply with the Development Setback shown on the Development Setback Plan registered at the Alberta Land Titles Office as Plan \_\_\_\_\_\_\_\_\_\_\_\_. The Developer acknowledges and agrees, for itself and for its successors in title, that the Development Setback is based on the conditions described in the Geotechnical Report, and is subject to change, at the discretion of the development or subdivision authority, based on findings of Additional Reports provided to or required by the development or subdivision authority in connection with a future development.
3. The covenants set out herein are enforceable against the Developer or the Developer’s successors-in-title; and by the owner or owners, or any of them, of the Dominant Tenement, or any portion thereof.
4. No action shall be maintainable against the Developer or the Developer’s successors-in-title for damages for breach of the covenants contained in this Covenant unless the Developer is or was, or the Developer’s successor-in-title is or was, the registered owner of the Servient Lots, or a portion thereof, at the time of the alleged breach of this Covenant. This paragraph shall constitute an absolute defence to any such action and may be pleaded as such.
5. If any provision of this Covenant, or the application thereof to any person or circumstance, shall to any extent be invalid or unenforceable, the remainder of this Covenant shall not be affected thereby and each remaining provision shall be valid and shall be enforceable to the extent permitted by law.
6. 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, Infrastructure Planning (#8032)

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

Calgary, Alberta T2P 2M5

Fax: 403-268-3636

Attention: Manager, Infrastructure Planning, Water Resources

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

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.

|  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| |  |  | | --- | --- | | **Approved as to Content** | **Initials** | | Bus. Unit: Infrastructure Planning  Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  | | **Approved as to Form**  **by Law, Legal Services** | **Initials** | | Name:  File: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  | | Click here to enter text.  Per: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (Corporate Seal)  Per: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_   |  | | --- | | **Affix Corporate Seal OR**  **use Affidavit of Corporate Signing Authority AND Affidavit of Execution** |   **THE CITY OF CALGARY**  Per: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Manager, Infrastructure Planning  Per: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  City Clerk |

**SCHEDULE “A”**

Click here to enter text.

**SCHEDULE “B”**

Click here to enter text.

**SCHEDULE** Choose an item.

Click here to enter text.