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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 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 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 on a Certificate of Title for a parcel, a Dower Affidavit is required for that parcel. 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 Affidavit of Execution (and Dower Affidavit, if 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")

**DEVELOPMENT AND GEOTECHNICAL COVENANT**

**(Setbacks)**

**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 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 Lands.

**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 Grantor does agree for the Development and the Grantor’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 Lands or any portion or portions thereof for the benefit of each of the Servient Lands and the following adjacent lands, owned by the City, namely:

Click here to enter text.

(“the Dominant Lands”)

1. The Servient Lands 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 Lands 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 Grantor 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 City.
2. The Grantor further specifically agrees for the Development and the Grantor's successors-in-title that any development on the Servient Lands will comply with the Development Setback shown on the Development Setback Plan registered at the Alberta Land Titles Office as Plan \_\_\_\_\_\_\_\_\_\_\_\_. The Grantor 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 Grantor or the Grantor’s successors-in-title; and by the owner or owners, or any of them, of the Dominant Lands, or any portion thereof.
4. No action shall be maintainable against the Grantor or the Grantor’s successors-in-title for damages for breach of the covenants contained in this Covenant unless the Grantor is or was, or the Grantor’s successor-in-title is or was, the registered owner of the Servient Lands, 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, 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.

|  |  |  |  |  |  |  |  |  |  |
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| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  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.

**SCHEDULE “B”**

Click here to enter text.

**SCHEDULE** Choose an item.

Click here to enter text.