|  |  |
| --- | --- |
|  | Standard Form AgreementsDevelopment Permit & SubdivisionApplications **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 Emergency Access Easement Agreement (Access Directly from City Property)**, **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 1.01(a) 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 listed on the Certificate of Title to 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, 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., individual(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")

**EMERGENCY ACCESS EASEMENT AGREEMENT**

**(Access Directly from City Property)**

**Recitals:**

**WHEREAS** the Grantor is the registered owner of the Servient Lands;

 **AND WHEREAS** the City is the registered owner of the Dominant Lands;

**AND WHEREAS** pursuant to the Grantor’s Choose an item. file number Choose 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 an Emergency Access Easement Agreement and register such agreement Choose an item.;

**AND WHEREAS** the Grantor intends to grant an access easement over the Servient Lands in favour of the Dominant Lands, for the benefit of the City;

**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. **DEFINITIONS**
	1. In this Agreement, the following words and phrases when capitalized shall have the following meanings:
		1. "Access Easement Area" means that portion of the Servient Lands which lies within the access right of way plan, registered as Plan number \_\_\_\_\_\_\_\_\_\_\_\_\_;
		2. "Agreement" means this Emergency Access Easement Agreement and all amendments thereto, together with all the above recitals and schedules attached hereto;
		3. “Approving Authority” means a person or body appointed as a Development Authority or a Subdivision Authority under the *Municipal Government Act,* R.S.A. 2000, c.M-26, as amended, or as a Safety Codes Officer under the *Safety Codes Act*, R.S.A. 2000, c.S-1, as amended;
		4. "City Specifications" means the design and construction requirements for emergency access contained in City documents as revised and supplemented by the conditions and requirements of Choose an item.Click here to enter text.;
		5. "Dominant Lands" means all land and/or Roads owned by the City located adjacent to or connecting to the Servient Lands, including but not limited to:

Click here to enter text.

* + 1. "Effective Date" means the date at the top of this Agreement;
		2. "Emergency Access" means a constructed and maintained additional access point for emergency vehicles only, unless otherwise approved or directed by the Manager, Development Engineering;
		3. "Government Authority" means any federal, provincial, municipal or other governmental body, agency, tribunal or other authority having jurisdiction over and lawfully empowered to make or impose laws, bylaws, rules or regulations with respect to the Servient Lands and the parties' obligations hereunder;
		4. "Grantor" means the registered owner(s) from time to time of the Servient Lands, or any portion thereof, and their successors and assigns and any subsequent purchasers or transferees of the Servient Lands;
		5. "Manager, Development Engineering" means the City employee appointed to the position of Manager, Development Engineering, or the individual authorized to act in his place generally or for the purpose of administering this Agreement;
		6. "Road" means a common or public highway, street, lane, or any road allowance or portion thereof under the jurisdiction of the City;
		7. "Servient Lands" means the lands owned by the Grantor and legally described as:

**ATTACHED SCHEDULE** Choose an item.

1. **TERM OF AGREEMENT**

2.01 The Grantor and City agree that this Agreement and the rights and privileges granted herein comes into full force and effect on the Effective Date and continues for as long as required by the Approving Authority in connection with approval of Choose an item.Click here to enter text.. This Agreement may be extinguished with the consent of the Approving Authority which may be obtained through an application in writing to the Approving Authority accompanied by a registerable discharge of easement and a copy of the certificate of title downloaded or obtained from Alberta Land Titles within one week of submission of the application.

2.02 The City agrees to discharge this Agreement, if at the Approving Authority’s sole and unfettered discretion, such Agreement is no longer required by the City. The Grantor shall pay all costs associated with the discharge of the Agreement, including, but not limited to, the preparation of the discharge of the Agreement by the owner’s solicitors and the registration of same at the Land Titles Office.

1. **GRANT OF EMERGENCY ACCESS EASEMENT**
	1. Subject to Clause 8.01, the Grantor grants to the City for the use of the City (including its nominees, appointees, contractors, subcontractors, officers, servants, tenants, agents, employees, and invitees) in common with the Grantor, the non-exclusive right, privilege and easement, in, across, through and over the Access Easement Area, and to and from the Dominant or Servient Lands, as may be necessary, at any time, without notice, for the following purposes:
		1. for the passage of and use of emergency vehicles and personnel as required, for such length of time as is required, to respond to any emergency;
		2. for use of the public for evacuation purposes;
		3. for the maintenance of the Access Easement Area or the Dominant Lands, including the use of vehicles, machinery and any other equipment reasonably required to construct, inspect, maintain, repair, replace, or cause to be constructed, inspected, maintained, repaired or replaced the Access Easement Area or the Dominant Lands, and to remain for such length of time as required to complete such tasks;

 and for no other purposes whatsoever.

3.02 The Grantor shall retain a right of egress and ingress in, through, on and over the Access Easement Area, subject to any restrictions contained in this Agreement.

1. **GRANTOR COVENANTS**
	1. Subject to Clause 8.01, the Grantor covenants and agrees that it shall not:
		1. do any act or thing that would damage the Access Easement Area or infrastructure located thereon or which could interfere in any way with the City’s rights pursuant to this Agreement;
		2. change or permit a change to be made to the existing surface grade of the Servient Lands in such a manner that could interfere in any way with the City’s rights pursuant to this Agreement;
		3. store any materials of any sort whatsoever which could interfere in any way with the City's rights pursuant to this Agreement in the Access Easement Area;
		4. build, erect, plant or maintain or permit to be built, erected, planted or maintained on or near the Access Easement Area any building, fence, structure, including a cafe and/or sign, tree, shrub, vegetation, landscaping or other works which could interfere in any way with the City’s rights pursuant to this Agreement.

4.02 The Grantor covenants and agrees that:

1. the City has the full and free right and liberty to erect, maintain and remove signage on the Access Easement Area pertaining to the use of the Access Easement Area;
2. the Access Easement Area must remain restricted at all times for the use of and access by the City and its nominees, appointees, contractors, subcontractors, officers, servants, tenants, agents, employees, assigns, invitees, unless otherwise approved or directed by the Manager, Development Engineering;
3. the Grantor shall pay all taxes levied over the Servient Lands, including the Access Easement Area, by any Government Authority.
4. **CONSTRUCTION AND MAINTENANCE OF ACCESS EASEMENT AREA**
	1. The Grantor shall, at its sole cost and expense, construct the Access Easement Area to City Specifications and any applicable regulatory requirements, including, but not limited to, the following:
5. The Access Easement Area shall be capable of bearing the weight of large emergency vehicles of a minimum of 85,000 lbs load capacity;
6. The Access Easement Area shall be designed to be a City approved continuous hard surface;
7. The Access Easement shall be a minimum width of 6 metres; and
8. The Access Easement Area shall be designed, approved and maintained to City Specifications, in accordance with any variance pursuant to the *Safety Codes Act*, RSA 2000, c S-1, as amended, and in accordance with Choose an item.Click here to enter text..
	1. The Grantor shall, at its sole cost and expense, maintain, repair and replace the infrastructure located on the Access Easement Area.
	2. The Grantor shall be entitled to use all necessary equipment to fulfil its obligations hereunder, including but not limited to the use of bobcats, shovels, sand, salt and other similar equipment and materials.
	3. The parties acknowledge and agree that the City is under no obligation to inspect the Access Easement Area, or any portion thereof, to ensure that this Agreement is complied with.
	4. The Grantor shall carry out all work performed on the Access Easement Area in a good and workmanlike manner.
9. **INDEMNITY**
	1. The City shall indemnify and hold harmless the Grantor from and against all claims, damages, suits, actions, liabilities and causes of action, costs, or sums of money, including all claims for personal injury, death or property damage, whatsoever, that the Grantor may suffer by reason of the City failing to comply with this Agreement or by the City’s negligence or misconduct in carrying out the provisions of this Agreement, but shall not extend to any loss incurred by the Grantor due to any act or omission of the City's invitees, including the public at large.
	2. The Grantor shall indemnify and hold harmless the City from and against all claims, damages, suits, dues, actions, liabilities and causes of action, costs, or sums of money, including all claims for personal injury, death or property damage, whatsoever that the City may suffer by reason of the Grantor failing to comply with any provisions in this Agreement or by the Grantor’s negligence or misconduct in carrying out the provisions of this Agreement.
	3. In the event of any loss, claim or demand advanced against the City, to which the Grantor has caused or contributed, nothing in this Agreement prevents the City from seeking contribution or indemnity from the Grantor to the extent of the Grantor's contribution to the loss.
	4. In the event of any loss, claim or demand advanced against the Grantor, to which the City caused or contributed, nothing in this Agreement prevents the Grantor from seeking contribution or indemnity from the City to the extent of the City’s contribution to the loss.
	5. The parties acknowledge and agree that the provisions of this Agreement do not modify the standard of care owed in law either by the Grantor or City to any person with respect to the maintenance, repair and replacement of the Access Easement Area and infrastructure located thereon.
10. **ASSIGNMENT ON DISPOSITION AND POSTPONEMENT**

7.01 Concurrent with the assignment, sale or transfer of the entirety of the Servient Lands or any interest therein by which the rights and obligations under this Agreement are assigned, sold or transferred, the Grantor shall cause its assignee, purchaser or transferee to enter into an Assumption Agreement duly executed by the assignee, purchaser or transferee, in a form acceptable to the City, which shall provide for the assumption by such assignee, purchaser or transferee of all of the obligations imposed by this Agreement with respect thereto, at which time the assignor, vendor or transferor shall be deemed to be released from such obligations.

1. **GENERAL**
	1. The Grantor shall take reasonable measures to restrict access to the Access Easement Area until such time as the Access Easement Area is safe and fit for the purpose of the easement as set out at Clause 3.01.
	2. If any provision of this Agreement or application thereto to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, other than such term, shall be valid and enforced to the extent permitted by law.
	3. This Agreement shall be interpreted and enforced in accordance with the laws of the Province of Alberta.
	4. No action shall lie against either the Grantor or the City for damages for breach of any one or more of the covenants contained in this Agreement unless the Grantor or City were, at the time of the alleged breach, an owner of either the Servient or Dominant Lands and found by a court of competent jurisdiction to be in breach of this Agreement. This covenant shall constitute an absolute defence to any such action and may be pleaded as such.
	5. Throughout this Agreement, the singular shall include the plural and the masculine shall include the feminine as the case may be, and vice versa. Should the Grantor or City at any time and from time to time comprise two or more persons, each such person shall be jointly and severally bound with the other and others for the performance of the obligations of the Grantor or City of such rights.
	6. The parties hereby acknowledge and agree that every obligation or duty imposed upon them under this Agreement will constitute and are deemed to be covenants running with the Dominant and Servient Lands, whether expressed as covenants or not.
	7. This Agreement shall be binding upon and enure to the benefit of the parties hereto and their respective successors, successors in title and assigns.
	8. Nothing in this Agreement shall relieve the Grantor from compliance with all applicable municipal bylaws, laws or regulations established by any other Government Authority which may have jurisdiction over the Servient Lands.
	9. Every provision of this Agreement by which the Grantor is obligated in any way shall be deemed to include the words "at the expense of the Grantor" unless the context otherwise requires.
	10. This Agreement does not constitute a development permit or any other permit issued by the City.
	11. The failure of the City at any time to require strict performance by the Grantor of any obligation under this Agreement shall in no way affect its right thereafter to enforce such obligation, nor shall the waiver by the City of the performance of any obligation hereunder be taken or held to be a waiver of the performance of any other obligation herein.
	12. The City's waiver of all or any portion of this Agreement must, without exception, be in writing and signed by the Manager, Development Engineering, and any action that fails to comply with this requirement shall under no circumstances to be considered or construed to be a waiver.
	13. The Parties acknowledge and agree that this Agreement will be registered, at the Grantor's expense, by the City against title to the Servient Lands.
	14. The above recitals and attached schedules shall form part of this Agreement.
2. **NOTICES**

9.01 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 EngineeringName: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  |  |
| **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 GeneralistsPer: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 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** Choose an item.

Click here to enter text.