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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 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

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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")

**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.

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| |  |  | | --- | --- | | **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.  Per: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (Corporate Seal)  Per: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_   |  | | --- | | **Affix Corporate Seal OR**  **use Affidavit of Corporate Signing Authority AND Affidavit of Execution** |   **THE CITY OF CALGARY**  Per: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Coordinator, Utility Generalists  Per: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  City Clerk |

**SCHEDULE** “A”

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