



## **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 **Deferred Services Agreement**, 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.
- ◆ 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 Owner. **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 Owner 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

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

BETWEEN:

**THE CITY OF CALGARY**, having corporate offices  
and carrying on business in the City of Calgary, in  
the Province of Alberta

("the Owner")

- and -

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

("the City")

### **DEFERRED SERVICES AGREEMENT**

**RECITALS:**

**WHEREAS** the Owner is the registered owner of an estate in fee simple of the Lands;

**AND WHEREAS** pursuant to the Owner's subdivision file number **SB2021-0369**, the City approved the development of the Lands subject to certain conditions of approval, including a condition requiring the parties enter into a Deferred Services Agreement and register such agreement concurrently with the registration of the final subdivision plan;

**IN CONSIDERATION** of the approval of subdivision **SB2021-0369**, the mutual covenants contained herein, the payment of Ten Dollars (\$10.00) from the City to the Owner and such other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

#### **1. DEFINITIONS**

1.01 In this Agreement, the following words and phrases have the following meaning:

- (a) "Agreement" means this Deferred Services Agreement, the above recitals and any amendment thereto made in writing and executed by both parties.
- (b) "City" means The City of Calgary, a municipal corporation in the Province of Alberta.
- (c) "City Solicitor" means the City official with the title City Solicitor, appointed by Council for the City from time to time or the designate.
- (d) "Development" means that project that is to be carried out or constructed on the Lands, and which has been approved as **SB2021-0369**.
- (e) "Director, Calgary Approvals Coordination" means the City official with the title Director, Calgary Approvals Coordination, as appointed from time to time, or the designate.
- (f) "Indemnification Agreement" means the City's standard Indemnification Agreement for the construction of improvements on City owned lands, in content and form satisfactory to the Director, Calgary Approvals Coordination and the City Solicitor, respectively.

- (g) “Lands” means those lands owned by the Owner legally described as:

**ATTACHED SCHEDULE “A”**

- (h) “*Municipal Government Act*” means the *Municipal Government Act*, R.S.A. 2000, c. M-26, as amended from time to time.
- (i) “On-Site Storm Water Management Techniques” means the techniques that are to be employed by the Owner:
- (i) to ensure compliance with a development site servicing plan, which may include but not limited to a storm water management report, that was approved by the City; and
  - (ii) that result in post-development storm water runoff from the Lands not exceeding rates and volumes as may be determined from time to time by the Director, Calgary Approvals Coordination in his sole and unfettered discretion.
- (j) “Owner” means **THE CITY OF CALGARY** and any heirs, executors, successors, successors in title and assigns.
- (k) “Surface Improvements” means all surface works located on public lands in the vicinity of the Lands and includes, but is not limited to, carriageways, curbs, gutters, catchbasins, sidewalks, boulevards and streetlighting.
- (l) “Underground Utilities” means all subsurface works located under public lands in the vicinity of the Lands and includes, but is not limited to, water mains, and storm and sanitary sewer mains, and all associated appurtenances.
- (m) “Usual Urban Services” means the full range of services normally provided by the City and includes, but is not limited to, the provision of public water and sewer services, road construction and maintenance, snow removal, solid waste collection, and fire protection services.
- (n) “Utility Right of Way Agreement” means a Utility Right of Way Agreement in favor of the City, in content and form satisfactory to the Director, Calgary Approvals Coordination and the City Solicitor, respectively.

1.02 The Recitals to this Agreement shall form part of the same as if repeated herein at length.

**2. OWNER’S OBLIGATIONS**

2.01 Upon no less than 60 days of receiving written notice from the Director, Calgary Approvals Coordination stating that either Usual Urban Services will be provided to the Lands or that they are currently available to the Lands, or such longer period of time specified in the notice, the Owner shall at its sole cost and expense:

- (a) grant to the City all utility rights of way across and under the Lands deemed necessary by the Director, Calgary Approvals Coordination in his sole and unfettered discretion, by executing a Utility Right of Way Agreement;
- (b) pay to the City, in a form satisfactory to the Director, Calgary Approvals Coordination, an amount representing the payment of all costs normally payable to the City by an owner developing land in the City of Calgary, including but not limited to acreage assessments and inspection fees, at the rates in effect as of the

date of payment, all as determined by the Director, Calgary Approvals Coordination, in his sole and unfettered discretion;

- (c) commence and complete the installation and connection of the Owner's sewer and water facilities to the Underground Utilities.
- 2.02 The Owner agrees that all construction referred to in paragraph 2.01(c) shall be undertaken and completed in a good and workmanlike manner and in accordance with all federal or provincial laws, municipal bylaws, policies, rules, or regulations then in effect and shall be completed with due and reasonable diligence by the Owner.
  - 2.03 The Owner agrees that if any work done by him or required to be done by him by this Agreement is to be undertaken on lands owned by the City, prior to commencing any such work, the Owner shall apply for and execute an Indemnification Agreement.
  - 2.04 The Owner agrees that it shall be solely responsible for the payment of all costs of constructing, repairing, operating, and maintaining all Underground Utilities and Surface Improvements which relate to the Development, which costs may include, but are not limited to, those relating to site utility service connections and any driveways from the adjacent public carriageway.
  - 2.05 The Owner agrees that it shall, at its sole cost and expense, control on-site storm water on the Lands to ensure that such water does not flood or create a ponding or erosion problem on adjacent lands and shall do so by employing On-Site Storm Water Management Techniques.
  - 2.06 The Owner agrees that it shall not:
    - (a) alter, re-direct, block or otherwise affect the natural drainage pattern, including storm water flow rates and volumes, on or adjacent to the Lands; or
    - (b) fill or alter the existing grades on or adjacent to the Lands

without the written consent of the Director, Calgary Approvals Coordination, such decision to be made by the Director, Calgary Approvals Coordination in his sole and unfettered discretion.
  - 2.07 The Owner agrees it shall be jointly and severally liable for the obligations under this Agreement.

### **3. ACKNOWLEDGEMENTS AND INDEMNITIES**

- 3.01 The Owner acknowledges that the City does not currently provide Usual Urban Services to the Lands and that the City will not do so until the provision of the same is deemed economically feasible by the Director, Calgary Approvals Coordination, in his sole and unfettered discretion.
- 3.02 The Owner acknowledges and agrees that fire protection available to the Lands and the Development may be limited due to the lack of Usual Urban Services and the distance of the Lands and the Development from firefighting facilities and Underground Utilities.
- 3.03 The Owner agrees to indemnify and save harmless the City, its officers, agents, employees, contractors, and sub-contractors, from and against all claims, demands, actions, or losses for personal injury (including death) or property damage to any person or property when such claim, demand, action, personal injury or property damage arises

out of or is directly related to the lack of Usual Urban Services and the distance of the Lands and Development from fire fighting facilities and Underground Utilities and

- (a) the loss occurs on the Lands; or
- (b) the loss occurs in the immediate proximity of the Lands and the cause of the loss originated on the Lands.

3.04 The Owner acknowledges that this Agreement does not constitute a development permit nor any other type of permit and agrees that it shall be responsible, at its sole cost and expense, for obtaining all permits and approvals required by any federal, provincial or municipal law, bylaw, policy, rule or regulation in order to carry out the construction of the Development on the Lands or any work required pursuant to this Agreement.

#### 4. GENERAL PROVISIONS

4.01 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 Owner: THE CITY OF CALGARY  
 P.O. BOX 2100, Sta. M #195, CALGARY, ALBERTA, T2P 2M5  
 Email: [Click here to enter text.](#)  
 Fax: 403-537-3099  
 Attention: Manager, Land & Asset Management

To the City: The City of Calgary, Infrastructure Planning (#8032)  
 5<sup>th</sup> 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)  
 12<sup>th</sup> Floor, Municipal Building, 800 Macleod Trail S.E.  
 Calgary, Alberta T2P 2M3  
 Fax: 403-268-4634  
 Attention: Manager, Planning & Environment

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.

4.02 In the event that the Director, Calgary Approvals Coordination, in his sole and unfettered discretion, claims that the Owner is in default in the performance of any of its obligations pursuant to this Agreement, the Director, Calgary Approvals Coordination shall give the Owner thirty (30) days written notice of such claimed default and shall require the Owner to rectify the same within the said thirty (30) day period, failing which the City may rectify such default at the Owner's cost and the Owner shall, within thirty (30) days of receiving an invoice therefor, reimburse the City for all costs and expenses incurred by the City in so doing.

4.03 In the event that the Director, Calgary Approvals Coordination, in his sole and unfettered discretion, considers it necessary to undertake any immediate work or repairs in a situation

which he considers to be an emergency, the Director, Calgary Approvals Coordination shall immediately notify the Owner in writing of such situation and shall then be entitled to forthwith cause such work to be done. Upon the completion of such emergency work, the Director, Calgary Approvals Coordination shall give written notice to the Owner of a default on the part of the Owner in the performance of the Owner's obligations under this Agreement and the Owner shall, within thirty (30) days of receiving an invoice therefor, reimburse the City for all costs and expenses incurred by the City in undertaking such emergency work.

- 4.04 All sums payable by the Owner pursuant to this Agreement shall be payable within thirty (30) days of the Owner receiving an invoice therefor from the City. Any amounts unpaid after the due date shall bear interest in accordance with the City's Unpaid General Accounts Bylaw 104/75, as amended from time to time.
- 4.05 Concurrent with the assignment, sale or transfer by the Owner or the Owner's successor in title of all or any part of the Lands or any interest in the Lands, the Owner shall cause the assignee, purchaser or transferee to enter into an Assumption Agreement with the City, in content and form satisfactory to the Director, Calgary Approvals Coordination and the City Solicitor, respectively, such agreement to be duly executed by the assignee, purchaser or transferee. Upon receipt by the City of such Assumption Agreement, which will provide for the assumption by the assignee, purchaser or transferee of the obligations imposed by this Agreement which are then unsatisfied, the assignor, vendor or transferor shall, if it has no further interest in the Lands, be deemed to be released from such obligation.
- 4.06 The Owner agrees that the City shall have an interest in the Lands for the purpose of this Agreement and shall be entitled to file a caveat against the title to the Lands, claiming an interest pursuant thereto. The Owner agrees that this Agreement shall constitute a charge against the Lands for all sums payable or which may become payable to the City pursuant to the terms of this Agreement and the Owner encumbers the Lands for the benefit of the City with such sums to be paid pursuant to the terms of this Agreement.
- 4.07 The Owner shall pay all costs or expense incurred in registering or discharging any caveat or other encumbrance registered or discharged by the City pursuant to this Agreement.
- 4.08 Either party may waive any breach by the other of any provision contained in this Agreement or any default by the other in the observance or performance of any covenant or condition required to be observed or performed by the other under the terms of this Agreement provided that no such waiver shall be binding upon such party unless given in writing nor shall any such waiver extend to or be taken to affect any subsequent breach or default or to affect the right of the waiving party.
- 4.09 If any covenant or term of this Agreement or the application thereto to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, other than the covenant or term or portion thereof which is invalid or unenforceable, shall not be affected thereby and each covenant or term of this Agreement shall be valid and in force to the extent permitted by law.
- 4.10 Time is, in all respects, of the essence of this Agreement.
- 4.11 This Agreement shall be construed in accordance with the laws of the Province of Alberta.

4.12 This Agreement shall be binding upon and enure to the benefit of the respective parties and their heirs, executors, successors, successors in title, or assigns.

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

**THE CITY OF CALGARY**

<b>APPROVED AS TO CONTENT REAL STATE &amp; DEVELOPMENT SERVICES</b>	<b>INITIALS</b>
	<i>MK</i>
<b>APPROVED AS TO FORM BY LAW, LEGAL SERVICES</b>	<b>INITIALS</b>

Per: \_\_\_\_\_

(Corporate Seal)

Per: \_\_\_\_\_

Affix Corporate Seal OR  
use Affidavit of Corporate Signing Authority AND Affidavit of Execution

<b>APPROVED AS TO CONTENT</b>	<b>INITIALS</b>
Bus. Unit: Infrastructure Planning Name: _____	
<b>APPROVED AS TO FORM BY LAW, LEGAL SERVICES</b>	<b>INITIALS</b>
Name: File: _____	

**THE CITY OF CALGARY**

Per: \_\_\_\_\_

Date: \_\_\_\_\_

**SCHEDULE "A"**

LOTS 1 AND 2, BLOCK 8,  
LOT 1, BLOCK 9

ALL ON PLAN \_\_\_\_\_

EXCEPTING THEREOUT ALL MINES AND MINERALS