



9708 Shepard RD SE* - PURCHASER APPLICATION FORM

Please complete this form if you are interested in purchasing land from The City of Calgary. The information you provide is not an offer or a contract and does not constitute an interest in land. The purpose of this form is to provide information to The City of Calgary regarding a desire to purchase a property. Completion and tendering of the form in no way obligates the applicant to purchase the property in question and is not in any way binding upon The City of Calgary. This form is for information purposes only.

Real Estate and Development Services will review the form and contact you to confirm whether The City of Calgary will consider your application for negotiation. The City of Calgary reserves the right to negotiate with only those parties it determines, in its sole discretion. The City of Calgary reserves the right to amend or abandon any property listing without accepting any Purchaser Application Form.

PROPERTY REQUESTED

MUNICIPAL ADDRESS: 9708 Shepard RD SE*
SHORT LEGAL DESCRIPTION: Plan to be confirmed at registration of plan of subdivision*; Block 8; Lot 2
Area: +/- 2.00 acres

*Note: The municipal address and legal description are tentative, subject to the satisfaction of all subdivision conditions.

LIST PRICE: \$689,000 + GST (\$344,500 per acre + GST)

OFFER

TOTAL PURCHASE PRICE: \$ _____ + GST

APPLICATION SUBMISSION CHECKLIST

The following information is **required** for your submission:

- Completed Purchaser Application Form
- Letter acknowledging licensed broker/associate representation (if applicable)

Please submit your Purchaser Application Form by email to:

Marc Anderson
Senior Sales Agent
Real Estate & Development Services
Marc.Anderson@calgary.ca

CONTACT INFORMATION

PURCHASER'S NAME: * _____

GST NUMBER: * _____

PHONE NUMBER: * _____

EMAIL ADDRESS: _____

ADDRESS: _____

PROVINCE/STATE: _____

CITY: _____

POSTAL/ZIP CODE: _____

If the proposed Purchaser that is to hold title a corporation, it must be either a corporation incorporated in Alberta or a corporation extra-provincially registered in Alberta. The ability to change the corporation that is to hold title should be made prior to the expiry of the due diligence period. After the due diligence period changes to a corporate entity would be permitted at the City's sole discretion.

PRIMARY CONTACT: (if different from the Purchaser above)

NAME: _____

PHONE NUMBER: * _____

EMAIL ADDRESS: _____

ADDRESS: _____

PROVINCE/STATE: _____

CITY: _____

POSTAL/ZIP CODE: _____

LEGAL REPRESENTATIVE:

NAME: _____

FIRM: _____

PHONE NUMBER: * _____

EMAIL ADDRESS: _____

ADDRESS: _____

PROVINCE/STATE: _____

CITY: _____

POSTAL/ZIP CODE: _____

LICENSED BROKER/ASSOCIATE:

NAME: _____

BROKERAGE: _____

PHONE NUMBER: * _____

EMAIL ADDRESS: _____

ADDRESS: _____

PROVINCE/STATE: _____

CITY: _____

POSTAL/ZIP CODE: _____

If using a licensed broker/associate, all negotiations must take place through them. Licensed brokers/associates involved in the transaction that are directors or shareholders of the company purchasing the property will not receive a referral or finder's fee. Please refer to the FAQs on <http://www.calgary.ca/CS/realestate/Pages/Finders-Fee.aspx> for finder's fee structure and information on when fees are payable.

FUNDAMENTAL TERMS AND CONDITIONS:

The following has been included to provide essential information for a prospective purchaser. Detailed terms and conditions will be included in the formal agreement of purchase and sale.

All terms and conditions are subject to change through the City of Calgary's corporate approval process.

1. Closing Date/Possession/Adjustment Date:

60 days after satisfaction of all Vendor's conditions.

Note that the earliest anticipated closing is August 2023

2. Conditions Precedent:**(a) Vendor's Conditions Precedent**

- (i) The sale is subject to the Vendor satisfying the conditions of subdivision approval and registration of the plan of subdivision.

Note that subdivision is in for registration at Land Titles with an anticipated approval in late May.

- (ii) The sale is subject to the Vendor registering General Utility Right of Way (URW) plans and URW agreements to protect overland drainage and a utility anchor pole site.

(b) Purchaser's Conditions Precedent

- (i) The Purchaser shall have until thirty (30) days after the satisfaction of all Vendor's conditions to conduct its due diligence. This condition must be waived or satisfied in writing.

3. Special Terms and Conditions:

- (a) A FIVE (5%) percent deposit is required within 7 business days of the City's acceptance of the Purchaser Application Form. The deposit will be non-refundable upon execution of the Agreement of Purchase and Sale and satisfaction of all conditions.
- (b) The property is sold "as is" and the Purchaser shall assume all responsibility, obligations, and liability, including, without limitation, any environmental matters existing as of the Closing Date.
- (c) The Purchaser is responsible for determining suitability of the property for any intended use or development.



- (d) The Purchaser acknowledges that the property is considered partially serviced and a Deferred Servicing Agreement applies. The Purchaser shall, at its sole cost and expense, be responsible for all conditions, obligations, fees, levies, and costs related to the development or development permit application. The Purchaser shall also be responsible for environmental matters, constructing and improving utility service connections, and any required offsite servicing and transportation servicing.
- (e) The Purchaser acknowledges that the property is partially encumbered by a utility anchor pole site and associated guy wires as well as overland drainage, as defined by the URW plans and agreements to be registered.
- (f) Anticipated Permitted Encumbrances:

<u>Instrument Number</u>	<u>Description</u>	<u>Date</u>
771 147 064	Zoning Regulations Subject to Calgary International Airport Zoning Regulations	10/20/1977
TBD	Utility Right of Way for Overland Drainage	TBD
TBD	Utility Right of Way for Utility Pole Anchor Site	TBD
TBD	Deferred Services Agreement	TBD