



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. The 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.

PROPERTIES REQUESTED

MUNICIPAL ADDRESSES: (a) 3620 CENTRE A ST NE
(b) 3624 CENTRE A ST NE
(c) 3704 CENTRE A ST NE
(d) Road Right of Way adjacent to 3624 and 3704 Centre A ST NE

SHORT LEGAL DESCRIPTIONS: (a) 3674S;16;10
(b) 3674S;16;11
(c) 7330HA;17;1 & 2
(d) Not applicable (currently non-titled)

LIST PRICE: \$1,795,000.00 + GST

OFFER

TOTAL PURCHASE PRICE: _____ plus 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



PURCHASER APPLICATION FORM

CONTACT INFORMATION

PURCHASER'S NAME: _____
GST NUMBER: _____
PHONE NUMBER: _____
EMAIL ADDRESS: _____
STREET ADDRESS: _____
CITY: _____
PROVINCE: _____
POSTAL CODE: _____

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

PRIMARY CONTACT (if different from PURCHASER above)

CONTACT NAME: _____
PHONE NUMBER: _____
EMAIL ADDRESS: _____
STREET ADDRESS: _____
CITY: _____
PROVINCE: _____
POSTAL CODE: _____

LEGAL REPRESENTATIVE

NAME: _____
FIRM: _____
PHONE NUMBER: _____
EMAIL ADDRESS: _____
STREET ADDRESS: _____
CITY: _____
PROVINCE: _____
POSTAL CODE: _____

LICENSED BROKER/ASSOCIATE

NAME: _____
BROKERAGE: _____
PHONE NUMBER: _____
EMAIL ADDRESS: _____
STREET ADDRESS: _____
CITY: _____
PROVINCE: _____
POSTAL CODE: _____

Note: If using a licensed broker/associate, all negotiations must take place through the broker/associate. 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:

***More detailed terms and conditions will accompany a Proposal Letter at the time of offer. These terms and conditions are subject to change through the Corporate Approval process.**

1. CLOSING DATE

SIXTY (60) days following satisfaction/waiver of Conditions Precedent.

2. CONDITIONS PRECEDENT

- (a) The Purchaser shall, at its sole cost and expense, conduct its due diligence including obtaining and reviewing any environmental site assessments, the title to the Property, and the Permitted Encumbrances, and to conduct geotechnical testing or survey work, and shall satisfy itself that the Property is suitable for the proposed development. The Purchaser shall have sixty (60) days to conduct its due diligence, and the Conditions Precedent must be waived or satisfied in writing.
- (b) The Purchaser shall, at its sole cost and expense, obtain successful passage of Road Closure and Land Use bylaws for the right of way portion to be purchased.
- (c) The Purchaser shall, at its sole cost and expense, design and protect a pedestrian connection between 1 ST NE and Centre A ST NE through registration of a Public Access Easement or alternative means, to the satisfaction of The City of Calgary.

3. SPECIAL TERMS AND CONDITIONS

- (a) A TEN PERCENT (10%) deposit is required within five (5) business days of the City's acceptance of the Purchaser Application Form. The deposit will non-refundable upon the execution of the Agreement of Purchase and Sale.
- (b) The Property is sold on an "as is" basis and the Purchaser is purchasing the Property at its own risk and shall assume all responsibility and liability, including, without limitation, any environmental matters existing as of the Closing Date. The Vendor provides no representation or warranty in regards to the presence or absence of any environmental contamination or hazardous substances.

The Purchaser shall assume all liabilities and obligations relating to the condition, environmental or otherwise, of the Property, whether such liability or obligation arose on, before or after the Closing Date, including but not limited to any liability or obligation for any contamination or clean-up of any substance at any time on or under the Property.



PURCHASER APPLICATION FORM

The Purchaser shall release and discharge the Vendor from and against any and all claims incurred or suffered by the Purchaser, including, but not limited to, those made or imposed at any time by any government authority or other third party, with respect to (1) any contamination of the Property or any adjoining or neighbouring properties; (2) the condition, including the environmental condition, of the Property; and (3) any reclamation or remediation of the Property or any adjoining or neighbouring properties as may be undertaken or required.

The Purchaser shall indemnify and save harmless the Vendor from and against any claims incurred or suffered by the Vendor, including, but not limited to, those made or imposed by any government authority or other third party with respect to (1) any contamination of the Property, regardless of whether or not such contamination occurred on, before or after the Closing Date; (2) the condition, including the environmental condition, of the Property; and (3) any reclamation or remediation of the Property or any adjoining or neighbouring lands as may be undertaken or required, notwithstanding that those claims may have been caused or contributed to by the negligence of the Vendor, or any predecessor to the Vendor in title to the Property.

- (c) No Real Property Report (RPR), survey plans, environmental reports, or other information regarding the properties will be provided by The City of Calgary.
- (d) Additional requirements including but not limited to the following may be required at the Development Permit stage:
 - (i) Offsite levies and development charges owing.
 - (ii) Construction of a cul-de-sac sufficient to provide emergency vehicle access at the terminus of Centre A ST NE.
 - (iii) Completion of Drainage and Slope Stability studies to the satisfaction of The City of Calgary.
- (e) Permitted Encumbrances:

<u>Instrument No.</u>	<u>Description</u>	<u>Date</u>
771147064	Calgary International Airport Zoning Regulations	10/20/1977

MAP OF PROPERTIES



3620, 3624 & 3704 CENTRE A ST NE