



DOCUMENT CHECKLIST to accompany your Purchaser Application Form:

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Real Estate & Development Services
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The City of Calgary

Real Estate & Development Services 3rd Floor, Administration Building 323 – 7th Avenue SE Calgary, AB T2G 0J4 (403) 268-1909





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. It is for information purposes only.

Real Estate and Development Services will review the form and contact you to confirm whether or not 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

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Plan*	161JK
Block*	1
Lot(s)*	Е
Municipal Address(es)*	11 Haddon RD SW
Listing Price	\$5,700,000.00 + GST
Total Purchase Price Offered*	+ GST

CONTACT INFORMATION

Purchaser's Name* that is to appear on title	
Contact Person*	
Phone Number*	
Fax Number	
E-mail Address*	
Address	
City	
Province/State	
Postal/Zip Code	
GST Registration No. * GST is the responsibility of the purchaser	

^{*} indicates a required field





Phone Number Fax Number E-mail Address Address City	
E-mail Address Address	
Address	
City	
Province/State	
Postal/Zip Code	
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The proposed corporation that is to hold title to the property 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

Date

the due diligence period. After the due diligence period changes to a corporate entity would be permitted at the City's sole

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discretion.

Signature





This information is collected under the authority of section 33 (c) of the *Freedom of Information and Protection of Privacy Act* and for the purpose of property sale transactions with The City of Calgary. It is protected by the privacy provisions of the *Freedom of Information and Protection of Privacy Act*.

FUNDAMENTAL TERMS AND CONDITIONS:

More detailed terms and conditions will be included in the formal agreement of purchase and sale. These terms and conditions are subject to change through the approval process.

1. Closing Date/Possession/Adjustment Date:

Ninety (90) days following corporate approval.

2. Conditions Precedent:

(i) 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 no more than FORTY FIVE (45) days following corporate approval. The Conditions Precedent must be waived or satisfied in writing.

3. Special Terms and Conditions:

- (i) A FIVE (5%) percent deposit is required within 5 business days of the City's acceptance of the Proposal Letter. The deposit will be non-refundable upon execution of the Agreement of Purchase and Sale.
- (ii) 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.

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.