

#### 3502 CHARLESWOOD DR NW - 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. The Purchaser Application Form 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	
MUNICIPAL ADDRESS:	3502 CHARLESWOOD DR NW
SHORT LEGAL DESCRIPTION:	8172HS;3;45
LIST PRICE:	\$920,920.00 + GST

OFFER

## TOTAL PURCHASE PRICE OFFERED: <u>\$</u>\_\_\_\_\_

#### APPLICATION SUBMISSION CHECKLIST

Please submit the following documents as part of your application. Real Estate and Development Services requires as much detail as possible at the time of submission in order to properly assess the purchaser's proposed development:

- □ Completed Purchaser Application Form
- □ Letter acknowledging licensed broker/associate representation (if applicable)
- □ Track record of previous development (if applicable)
- □ Proposed development concept/plans (if applicable)

#### Please submit your Purchaser Application Form by email, to:

Mr. Ellis Davies, Sales Agent

Email: <u>ellis.davies@calgary.ca</u> Phone: (403) 970-2943 THE CITY OF CALGARY

CONTACT INFORMATION	
PURCHASER'S NAME: *	
OR	
COMPANY NAME: *	
GST NUMBER: *	
PHONE NUMBER: *	
EMAIL ADDRESS:	
ADDRESS:	CITY:
PROVINCE/STATE:	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:	CITY:	
PROVINCE/STATE:	POSTAL/ZIP CODE:	
LEGAL REPRESENTATIVE:		
NAME: *		
FIRM: *		
PHONE NUMBER: *		
EMAIL ADDRESS:		
ADDRESS:	CITY:	
PROVINCE/STATE:	POSTAL/ZIP CODE:	
LICENSED BROKER/ASSOCIATE:		
NAME: *		
BROKERAGE: *		
PHONE NUMBER: *		
EMAIL ADDRESS:		
ADDRESS:	CITY:	
PROVINCE/STATE:	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 <a href="http://www.calgary.ca/CS/realestate/Pages/Finders-Fee.aspx">http://www.calgary.ca/CS/realestate/Pages/Finders-Fee.aspx</a> for finder's fee structure and information on when fees are payable.



#### FUNDAMENTAL TERMS AND CONDITIONS:

# \*More detailed terms and conditions will be included 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:

ONE HUNDRED TWENTY (120) days following corporate approval.

## 2. Conditions Precedent:

The Purchaser shall, at its sole cost and expense, conduct its due diligence including but not limited to obtaining and reviewing any environmental site assessments, the title to the Property, and the Permitted Encumbrances, and to conduct geotechnical testing, non-invasive environmental or survey work, and shall satisfy itself that the Property is suitable for the proposed development. The Conditions Precedent must be waived or satisfied in writing on or before NINETY (90) days following Corporate Approval.

## 3. Special Terms and Conditions:

- a. A TEN (10%) percent deposit is required within 5-7 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.
- b. The Vendor to grant a License of Occupation for a period of FIFTEEN (15) days, to be completed within the Conditions Precedent period, at the discretion of the Manager, Sales & Acquisitions, for due diligence activities requiring access to the Property
- c. The Property is being sold on an "as-is" basis and the City makes no representations and gives no warranty whatsoever, express or implied, with respect to the Property, including, but not limited to any representation or warranty as to:
  - i. the quality, nature, adequacy and physical condition of the Property, including, but not limited to, the structural and non-structural elements, foundation, roof, appliances, access, landscaping, parking, electrical, mechanical, HVAC, plumbing, sewage and other utility systems and components and all other improvements located therein or thereon;
  - ii. the quality, nature, adequacy, and physical condition of soils, geology and groundwater and the absence or presence of environmental contamination;
  - iii. the existence, quality, nature, adequacy, and physical condition of utilities servicing the Property;
  - iv. the development potential, income potential, value or saleability of the Property;
  - v. the fitness, habitability, suitability or adequacy of the Property for any intended use;
  - vi. the land use, zoning or other legal status of the Property or any other public or private restrictions on the use of the Property;
  - vii. the compliance of the Property with all applicable codes, laws, rules, regulations, statutes, bylaws, ordinances, covenants, judgments, orders, directives, decisions, guidelines, conditions, and restrictions of any court, tribunal, governmental or quasi-governmental entity.
- 4. Permitted Encumbrances: None