



**Purchaser Application Form
To Purchase Industrial Land from The City of Calgary**

Documents Required to Accompany Purchaser Application Form

To be considered, a submission must be complete and include the following:

- ☐ Completed Purchaser Application Form
- ☐ Alberta Corporate Search carried out within the last 30 days for the Corporation that is to appear on Title
- ☐ Letter from the Purchaser acknowledging realtor representation ***(if applicable)***
- ☐ Description of proposed development, including specific uses anticipated for the site (for information purposes only)



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Use only 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 properties as advertised on www.calgary.ca/realestate prior to negotiation of a formal agreement of purchase and sale. The completion and submission 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.

The Office of Land Servicing & Housing will review the form and contact the Purchaser to confirm whether or not The City of Calgary will negotiate a formal Agreement of Purchase and Sale. The City of Calgary reserves the right to negotiate with only those parties that The City of Calgary so determines in its sole discretion. The City reserves the right to amend or abandon this listing without accepting any Purchaser Application Form.

Property Requested

Legal	Plan 0911295	Block	Lot(s)
Municipal Address			
Purchase Price Offered	\$		

Purchaser

Purchasers Corporation <i>(that is to appear on title)*</i>	
Contact Name	
Address	
City	
Province/State	
Postal/Zip Code	
E-mail Address	
Phone Number	
Fax Number	
G.S.T. Registration No. <i>G.S.T. is the responsibility of the purchaser.</i>	



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*****The proposed corporation that is to hold Title to the Property must be either a registered Alberta Corporation or a corporation extra-provincially registered in Alberta. Substitutions to corporate names or requests for alternate corporations to hold title will only be accepted up until the Due Diligence Period has been waived. NO CHANGE OR SUBSTITUTION OF A CORPORATE NAME WILL BE ALLOWED THEREAFTER.***

Lawyer Information

Name and Firm	
Phone Number	
Fax Number	
E-mail Address	
Address	
City	
Province/State/Postal/Zip Code	

Real Estate Brokerage (if represented)*

Real Estate Agent Name and Brokerage	
Agent's Phone Number	
Agent's Fax Number	
Agent's E-Mail	

****If represented by a real estate associate, all negotiations must take place through the Associate.***

Where did you receive information regarding Great Plains IV Industrial Park from? (ie City of Calgary website, realtor, other websites)?	
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DATE: _____

SIGNED: _____

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*.



Schedule A Fundamental Terms and Conditions

1. Closing Date/Possession and Adjustment Date:

45 days following waiver of the Due Diligence condition or as agreed to between the Vendor and Purchaser.

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, geotechnical reports, the title to the Property and the Permitted Encumbrances, and shall satisfy itself that the Property is suitable for the proposed development, on or before that date which is forty five (45) days following Corporate Approval. This condition must be waived or satisfied in writing.

3. Special Terms and Conditions:

- (i.) The sale is subject to a Building Commitment for the Commencement of Construction (Building Commitment to be satisfied within **18** months from the Closing Date, defined as the "Building Commitment Date").
- (ii.) Purchaser to grant the Vendor a registrable Option to Re-Purchase at the original consideration plus GST less any Finder's Fee paid on the original sale. The Option is exercisable for one (1) year commencing on the Building Commitment Date. The Option shall not be exercised and will be discharged from Title where the Purchaser has Commenced Construction in accordance with the Building Commitment.
- (iii.) Purchaser to prepay to the Vendor an estimated service connection and driveway crossing Charge of \$80,000.00 for one lot and \$40,000.00 for each additional adjacent and consolidated lot, on the Closing Date.
- (iv.) The Property is subject to the Architectural and Design Guidelines which are registered against the Lands.
- (v.) The sale is subject to the Engineering and Servicing Requirements as outlined in Schedule B.



Schedule A Fundamental Terms and Conditions

- (vi.) The Vendor to pay a Finder's Fee (if applicable) of 3% up to \$1,000,000.00 and 2% on the balance plus GST.
- (vii.) Lots that are adjacent must be consolidated by plan of survey on Closing.
- (viii.) Permitted Encumbrances:

Instrument No	Description	Date
771 147 064	Airport Zoning Regulations	2007 October 20
781 124 963	Utility Right of Way - The City of Calgary	1978 August 08
781 124 964	Utility Right of Way - The City of Calgary	1978 August 08
781 124 966	Utility Right of Way - The City of Calgary	1978 August 08
091 058 415	Utility Right of Way - The City of Calgary	2009 March 3
091 058 416	Caveat re Restrictive Covenant	2009 March 3
091 058 420	Caveat re Restrictive Covenant	2009 March 3
091 058 426	Caveat re Restrictive Covenant	2009 March 3
091 058 427	Utility Right of Way - The City of Calgary	2009 March 3
091 305 550	Restrictive Covenant Re Architectural Guidelines	2009 October 9

(the "Encumbrances")

(Aforesaid Encumbrances are not registered against all Titles. It is the responsibility of the Purchaser to confirm Encumbrances affecting the Property.)

**Industrial Engineering & Servicing Requirements
for Royal Vista Business Park, Great Plains IV Industrial Centre
Point Trotter Industrial Park and Starfield Industrial Park
and Dufferin North Intermodal Park**

PURCHASER'S RESPONSIBILITIES & REQUIREMENTS

1. Architectural Control Guidelines

- (a) The Purchaser should familiarize itself with the Guidelines registered against the Lands. Prior to being given authorization to apply for a Development Permit ("DP"), the Purchaser must submit all preliminary drawings to OLSH, who will review submissions to ensure that they conform to the Guidelines. Please contact one of the industrial land sales representatives at 403-268-2274 or 403 268-2854 for further information in this regard.

2. Lot Grading, Storm Drainage, Sidewalks, etc

- (a) The Purchaser must contact one of the industrial land sales representatives at the Office of Land Servicing & Housing ("OLSH") at 403-268-2275 or 403-268-2854 (phone) or 403-537-3099 (fax – Attn: Sales) for information on lot grading, storm drainage criteria and service connections installations.
- (b) All lots have a minimum floor slab grade and finished lot property line grades, assigned to them. These grades will be available from OLSH's office and must be strictly adhered to in accordance with the requirements of The City of Calgary Lot Grading Bylaw 32M2004 and direction from OLSH. OLSH does not warrant that the existing grades or the grades as they exist at the closing date are sufficient to allow the Purchaser to meet the minimum grade requirement or the finished lot property line grades. It is the Purchaser's responsibility, as part of its "due diligence" to ensure the development will meet all grading requirements. All lots are designed on an individual basis. Any combination or consolidation of lots must conform to the pre-established lot grading plan. Any negative impacts created by consolidation or subdivision of lots will be at the Purchaser's risk and expense.
- (c) The Purchaser is obligated to strike a straight-line grade between the property line elevations that are provided on the building grade plan unless it has obtained a building grade approval to match any previously approved and/or finished grades on adjacent properties.
- (d) In situations where the pre-established lot grading plan indicates a site grade that is offset from the property line, it is the responsibility of the Purchaser to either build a retaining wall to contain the grade difference from an adjacent property or provide for back sloping within their property. If there is agreement between all adjacent lot owners to modify grades from the pre-established lot grading plan, without impairing the original design intention of on-site stormwater storage and related matters, OLSH will not unreasonably object; however, this is subject to review and approval by the applicable Government Authority.

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- (e) In the event of disputes between adjacent lot purchasers, OLSH reserves the right to impose a solution at the sole cost of the offending development. The Vendor reserves all rights and remedies in law to sue for recovery of any costs incurred.
- (f) Concrete drainage swales exist in some locations. These swales function as grade control in the development and cannot be removed.
- (g) Any sidewalks or other surface infrastructure that the Purchaser is required to build as part of their Development Permit (DP), in addition to that constructed as per the approved engineering drawings for the subdivision, must be built to The City of Calgary standards and will be at the sole cost of the Purchaser. The Purchaser is also responsible for the full cost of replacing sidewalks and curbs that OLSH removes in order to construct driveway crossings or to construct utility service connections.

3. Service Connections and Driveways – fees & invoicing

- (a) The cost of service connections and driveway crossings are the Purchaser's responsibility, but this work must be arranged through OLSH. At closing, the Purchaser is required to prepay an estimated Fee towards the service connections and driveway crossings costs. The Fee shall be \$95,000.00 for the first lot, and \$40,000.00 for each additional adjacent lot purchased and consolidated. In the event that the purchased lot is to be subdivided, an additional deposit (in the amount \$95,000.00 per subdivided lot) is required for the installation of service connections and driveway crossings to the additional lot(s). This additional fee must be paid prior to any work beginning on any portion of the original lot. The Fee represents an estimate towards the cost of installing deep utility services (storm, sanitary, water) from their location in the road to the lot boundary, and the construction of depressed driveway curb and sidewalk crossings and concrete aprons, where applicable. The utility work within the road right-of-way MUST be arranged through OLSH, who will contract the work out to a contractor of OLSH's choice.

The Purchaser shall be solely responsible for the cost of extending the deep utility services from the property line to any building or any other location on the property and for all the arrangements necessary to accomplish this work. In accordance with normal practice, the Purchaser is also responsible extending any of their on-site surface asphalt or concrete from the back of the OLSH installed concrete curb or sidewalk, even though a small portion of this work is within the road right-of-way.

- (b) After the construction of service connections, a final statement will be submitted to the Purchaser. The statement will reflect the total cost to the Purchaser for the installation of the deep utility service connections and the initial driveway crossing construction, in accordance with the details contained in Table 1. (The Purchaser acknowledges and agrees that the costs outlined in Table 1 are based on the 2012 rate and are for reference only. Such costs are subject to change due to market conditions and may therefore be more or less than the costs listed in such table. The Purchaser agrees to accept the updated costs in effect at the time of construction). If the cost of the work identified in the statement and in Table 1 is more than the Fee amount, an invoice will be submitted with the statement and is forthwith payable upon receipt by the Purchaser. If

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the cost of the work identified in the statement and in Table 1 is less than the Fee amount, a refund will be issued by OLSH to the Purchaser.

4. Service Connection and Driveway Construction - Procedure for Initiation and Construction

- (a) Early submission of the Development Site Servicing Plan (“DSSP”) and the Development Permit (DP) site plan to OLSH is the first step towards arranging the construction of service connections and driveways. OLSH will review draft copies of these plans for general comment before they must be submitted, by the applicant, to the applicable Government Authority.
- (b) After approval by the applicable Government Authority and in order to initiate the second step in the process of service connections and driveway crossing construction, the Purchaser must submit the **APPROVED** copies of **EACH** of the DSSP and the DP site plan to OLSH. Please provide this information to one of the industrial land sales representatives (call 403-268-2275 or 403-268-2854). Upon receipt of two copies each of the stamped approved plans (in a scalable hard copy format) and a PDF digital file for each drawing, OLSH will arrange for the service connections to be constructed within a 45-day period in the frost free season, or otherwise, as weather conditions permit.
- (c) Driveway locations that are not impacted by service trenches will be constructed within a 45 day period after receipt of the approved plans, provided weather conditions permit, or otherwise at the earliest time they can reasonably be scheduled after the beginning of frost free conditions. It is the Purchaser’s obligation to layout driveway locations and advise OLSH on the site readiness.
- (d) Driveway, curb, and gutter locations impacted by service connections trenches will be temporarily rehabilitated with asphalt. Permanent reconstruction of these locations will be delayed for two full construction seasons (at least 1.5 years) to allow for backfill settlement/consolidation.

5. Service Connection and Driveway Design Suggestions / Requirements/Obligations

- (a) Absolutely no utility service connections will be permitted into a major standard roadway, if an alternative option exists into an adjacent minor street frontage. A service connection into a major standard roadway may be rejected by OLSH even if such a plan has been reviewed and approved through the DSSP process by the Government Authority. OLSH encourages purchasers to direct their DSSP designers to include three deep utilities in a single common trench (maximum spacing between utilities of 3 m) as additional costs will be incurred (as outlined in Table 1) for any additional trenches that may be required. If possible, storm and sanitary utility ties should be made directly into existing manholes.
- (b) If on-site utilities are installed by the Purchaser before OLSH has completed its service tie installation from the right of way, the Purchaser will be solely responsible for any additional costs to alter the grade or alignment of the on-site work, if required to

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complete the ties. These changes typically result from unforeseen grade conflicts in the right of way that prevents the installation, as designed. It is strongly suggested that on-site installations NOT proceed until the ties in the street are completed.

- (c) In the case of mutual access driveways, OLSH will normally only construct one half of the crossing, unless directed otherwise by the Purchaser of the site, in response to requirements of the development permit for the site. In the event that the entire crossing needs to be constructed, OLSH will charge the Purchaser for the full cost and it will be the responsibility of the Purchaser to recover their costs from the adjacent lot owner. OLSH will endeavour to assist in the recovery of funds, if requested to do so by the Purchaser of the lot who was required to construct the full crossing.

Normally, OLSH will not consider any request to construct a mutual access driveway if The City of Calgary is the adjacent owner.

- (d) Locations of driveways are subject to constraints imposed by other utility infrastructure that may not yet be constructed at the time of sale. It is the responsibility of the Purchaser or its consultants to confirm the location of all power poles, pole anchors, street lights, hydrants, communication pedestals, electrical pull boxes, catch basins etc, and design around these obstructions. OLSH will not authorise the relocation of this type of infrastructure unless unavoidable. If the relocation of existing infrastructure is required, the endorsement of OLSH for the new location must be received prior to showing this information on the DSSP.
- (e) All costs for the relocation of other utility infrastructure will be borne by the Purchaser in addition to the costs identified in Table 1. OLSH will not be responsible for obtaining permission to relocate other utility infrastructure and normally will not arrange for its relocation, unless it has explicitly agreed to do so.

6. Pre- and Post Construction Inspection

- (a) The Purchaser must request an inspection prior to commencing any construction activities in order to document the baseline condition of the adjacent infrastructure (i.e. sidewalks, roads, curbs and gutters, poles, hydrants, landscaping, etc). Please contact the construction coordinator at OLSH - PO Box 2100 Station M, # 195, Calgary, Alberta, T2P 2M5 (403-268-1916) to schedule a pre-construction inspection to document the baseline condition of the existing infrastructure. If no pre-construction inspection is requested in writing, all the adjacent infrastructure will be deemed to be in new condition.
- (b) Once all construction and landscaping is completed, the Purchaser must contact the construction coordinator at OLSH to request a final inspection. Any damages to infrastructure and landscaping will be assessed and costs incurred will be charged back to the Purchaser.

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7. Shallow Utilities

- (a) Shallow utilities are not warranted by OLSH to be available at the Closing Date.
- (b) Applications for data, communication, natural gas and power utility connections are the sole responsibility of the Purchaser, as are all costs associated with this work. All infrastructure to the lots must be installed via underground connections and all road crossings must be cored beneath the roadways and sidewalks. Any damage to infrastructure within the road right of way resulting from these third party activities will be charged to the Purchaser as damages. It is the Purchaser's responsibility to recover these costs from the third party utility contractors, if it wishes.
- (c) Easements may exist or may be required on some lot areas to accommodate shallow utility infrastructure. The locations of these encumbrances will not be adjusted by OLSH.

8. Boulevard Construction and Purchase Obligations

- (a) The Purchaser is responsible for loaming and seeding/sodding all boulevard areas adjacent to its lots including the subgrade preparation work. The Purchaser will be responsible to include this work on its DP plans and complete it in accordance with The City of Calgary Parks' specifications. The Purchaser is also responsible for the regular upkeep of the boulevard and additionally for any rehabilitation of landscaped boulevard areas required as a result of damage during development of the site.
- (b) Underground watering systems must have piping installed no closer than 0.3 m from the curb or sidewalk as it is likely to be damaged should concrete rehabilitation be required. OLSH will not be responsible for damage to irrigation systems installed too close to the back of the curb or sidewalk, and charge the Purchaser for the repair will cost.
- (c) Prior to commencing boulevard landscaping, the Purchaser shall contact OLSH at 403-268-1916 in order to set up a pre/post construction inspection of the existing utilities (i.e. fire hydrants, test manholes, curb boxes, shallow utilities etc). During a pre-construction inspection, the current condition will be reviewed and recorded and the requirements for landscaping around above noted items will be discussed with the contractor or Purchaser's representative. All items will be re-inspected during a post construction inspection. If no pre construction inspection is requested in writing, all the existing infrastructure within the boulevard will be deemed to be new condition and any repair costs incurred by OLSH to repair any damage will be charged back to the Purchaser.

9. Electrical Services

- (a) The Purchaser is responsible for the cost of providing electrical service to their lot(s) in accordance with standard Enmax cost sharing agreements.
- (b) The area developer will be constructing the electrical distribution system for the development area. The distribution system may be a combination of overhead and

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underground lines. Pole anchor easements (typically 3m X 12m) can be anticipated in some areas. In locations where underground lines will exist, various cabinets and pedestals may be located with easements on some lots. A 3.5m right of way may be required inside the property line of some lots to allow for this infrastructure.

10. Erosion and Sedimentation Control

- (a) The Purchaser is obligated to address all matters of erosion and sedimentation control in a manner consistent with The City of Calgary's current policy. As such, the Purchaser is obligated to control the inadvertent tracking of dirt, mud and water runoff from its site onto adjacent roadways, and will be responsible for the cleanup of any such material. The Purchaser shall be responsible for any damage the Purchaser or its agents may cause as a result of violating any of these policies. These costs will be applied against the Fee.

11. Signage

- (a) Please refer to the Guidelines for information on signage. The location for the signage, if applicable must be indicated on DP plans.

12. Geotechnical, Environmental and Soils Reports

- (a) OLSH makes no representations regarding the subsurface or environmental conditions of the subject lot. It is the Purchaser's responsibility as part of its due diligence to ensure the lot meets its requirements.
- (b) Prior to accessing City owned land to perform any due diligence, the Purchaser must contact one of the industrial land sales representatives at 403-268-2275 or at 403-268-2854 to request a letter of authorization permitting access to the lands.

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**Table 1
2013 SERVICE CONNECTION & DRIVEWAY CROSSING INSTALLATION CHARGES**

		Minor road Less than 25m RW	Major road more than 25m RW
Basic service charge including road restoration (assuming storm, sanitary, and water in a single common trench)		\$59,000	\$73,500
Additional charges	Each Additional trench	\$10,000	\$14,300
	Water larger than 50mm	\$11,000	\$13,000
	Each Additional manhole	\$11,500	\$12,500
	Each hydrant relocation	\$22,000	\$29,000
	Rehab additional trench	\$ 7,000	\$11,000
	Catch basin installation and modification due to driveway location	\$ 7,500	\$ 7,500
	Additional charges to tie street sides service pipes to match lot services installed in advance	At cost	At cost
Driveway Charges		Minor road	Major road
250mm curb crossing	13 m crossing	\$ 5,000	
	16 m crossing	\$ 6,000	
	22 m crossing	\$ 8,500	
Mono walk crossing	13 m crossing	\$ 6,000	
	16 m crossing	\$ 8,000	
	22 m crossing	\$ 10,500	
Full commercial crossing (includes curb, sidewalk and apron)	13 m crossing		\$28,000
	16 m crossing		\$35,000
	22 m crossing		\$45,000

1. All charges include a mark up to cover administration, surveying, testing, inspection & maintenance. GST is not included in the above noted charges and will be added to the final invoice.
2. These rates assume frost free conditions. Stamped, approved plans that are received after September 1, 2013 may have a 25% winter work premium applied. This premium may be applied at the Engineer's sole discretion against any installation where winter conditions occur at the time of installation.
3. Plans received after June 30, 2014, may be subject to increased installation rates.