

POPOWICH  
& COMPANY

# ACREAGE BUYING SEMINAR

FEBRUARY 13, 2024  
7PM - SPRINGBANK HERITAGE CLUB



exp<sup>TM</sup>  
REALTY

# POPOWICH & COMPANY



Jonathan  
Popowich



Donna  
Pullar



Shaun  
Sweetnam



Shaelyn  
Woods



Michele  
Pankiw



Jonathan  
Burrows

**YOUR CITY &  
ACREAGE TEAM**

POPOWICH  
& COMPANY

# About Us

Popowich & Company is small team that strives to make ever client feel like our only client. Over 80% of our business is referral & repeat.

We are not a transactional team, we are a relational team.

2023

\$140M  
REAL ESTATE SOLD

130  
FAMILIES SERVED

300+  
ACREAGE  
TRANSACTIONS  
TO DATE

75  
YEARS EXPERIENCE

**OUTLINE  
FOR TONIGHT**

- **Intros**
- **Buyer Roadmap**
- **Renée Huse - Spire**
- **Acreage Specifics**
- **Utilities & Services**
- **Landuse & Zoning**
- **Questions to Ask**
- **Open Q & A**
- **Mingle/ Coffee Exclusive Opportunities & Meet the Team**

### STEP 3 - MORTGAGE PRE-APPROVAL

Whether you have a preferred lender or you need a few recommendations, we need to get things in order so we are **prepared when the right property comes up.**

### STEP 4 - THE SEARCH

We will set you up on an **automated property search** for properties that have matching criteria. Here you will receive daily email updates with all new homes and price changes.

### STEP 6 - OFFER / NEGOTIATIONS

Its a match! We found the one, so now we write an offer outlining the price, inclusions, conditions, and possession date that you are looking for. We carefully negotiate to get you the best possible deal with terms that are favourable to you. Here we also need to provide a **Deposit in Trust** for the purposes of the transaction.

07

### STEP 7 - CONDITION SATISFACTION

Home inspection, financing, sale of buyers home, title review or even having your parents view the property! This is our **due-diligence period** which usually is 5-10 business days. Once we have "Waived" conditions you have committed your deposit to the purchase, and you have secured your purchase. Congratulations!

FOR SALE

MARKETED BY

POPOWICH  
& COMPANY

587-327-9766

exp

### STEP 2 - PAPERWORK

Easily combined with step 1, it is now required in Alberta that we need a **Service Agreement** to begin our house search. We will review the Buyer Representation Agreement, and Consumer Relationships guide to discuss agency law, roles and responsibilities etc.

03

04

06

08

### STEP 8 - MEET WITH LAWYERS

Once we have a firm sale, our office will send a full package to your lender, and lawyer. The Lawyer will call you in to sign all the land transfer documents as well as mortgage paperwork. The bank will send the mortgage money, and you will be required to also bring in any additional funds above your deposit which has already been paid to make up your total down payment.

09

### STEP 9 - SET UP UTILITIES

TIPP, Mail forwarding etc. We will provide you with a nice little cheatsheet on what to do, to make for a seamless closing.

### STEP 10 - CLOSING DAY

Today we get the keys (usually just after noon) to your new house!

Welcome home

### STEP 1 - INITIAL CONSULTATION

This is just a **casual meet and greet** to see if we are a good fit. Here we will understand your 'wishlist' goals and needs for your new home, we will review the process, and go from there.

01

02

### STEP 5 - VIEWINGS

After you have done some homework on a property you are interested in, including drive-bys, google maps etc. we will **book viewings** to see any properties you might be interested in. We will carefully view & inspect these properties together to see if they are a suitable match for you.

POPOWICH  
& COMPANY

# #FUNFACT

DID YOU KNOW THAT IN  
THE HOME BUYING &  
SELLING PROCESS  
THERE ARE OVER 75  
PEOPLE INVOLVED  
BEHIND THE SCENES?

TRANSACTION  
COORDINATOR

VIDEOGRAPHER

STAGER

PARALEGAL

INSPECTORS

LAWYER  
DIGITAL AD  
MARKETER

REALTOR®

LISTING COORDINATOR

PHOTOGRAPHER

SOCIAL MEDIA  
COORDINATOR

UNDERWRITER

PRINTER

BROKER

SIGN  
INSTALLER

APPRAISER

SHOWING  
COORDINATOR

COURIER

CONVEYANCER



# RENÉE HUSE



**Owner, Mortgage Professional**

SPIRE  
MORTGAGE TEAM

powered by  
MMG  
MORTGAGES



view current rates  
and connect with Renée here

# SO, YOU WANT TO BUY AN ACREAGE?

- What is an acreage?
- Alberta Land is divided using DLS (Dominion Land Surveyors) System.
- Uses North South and East West lines, referred to as Alberta's Township System.  
Where we get legal description.
- Meridian, Range, Township, Section



LAND TITLE CERTIFICATE

S	SHORT LEGAL	TITLE NUMBER
LINC 0020 412 037	7910905;32	011 284 230

LEGAL DESCRIPTION

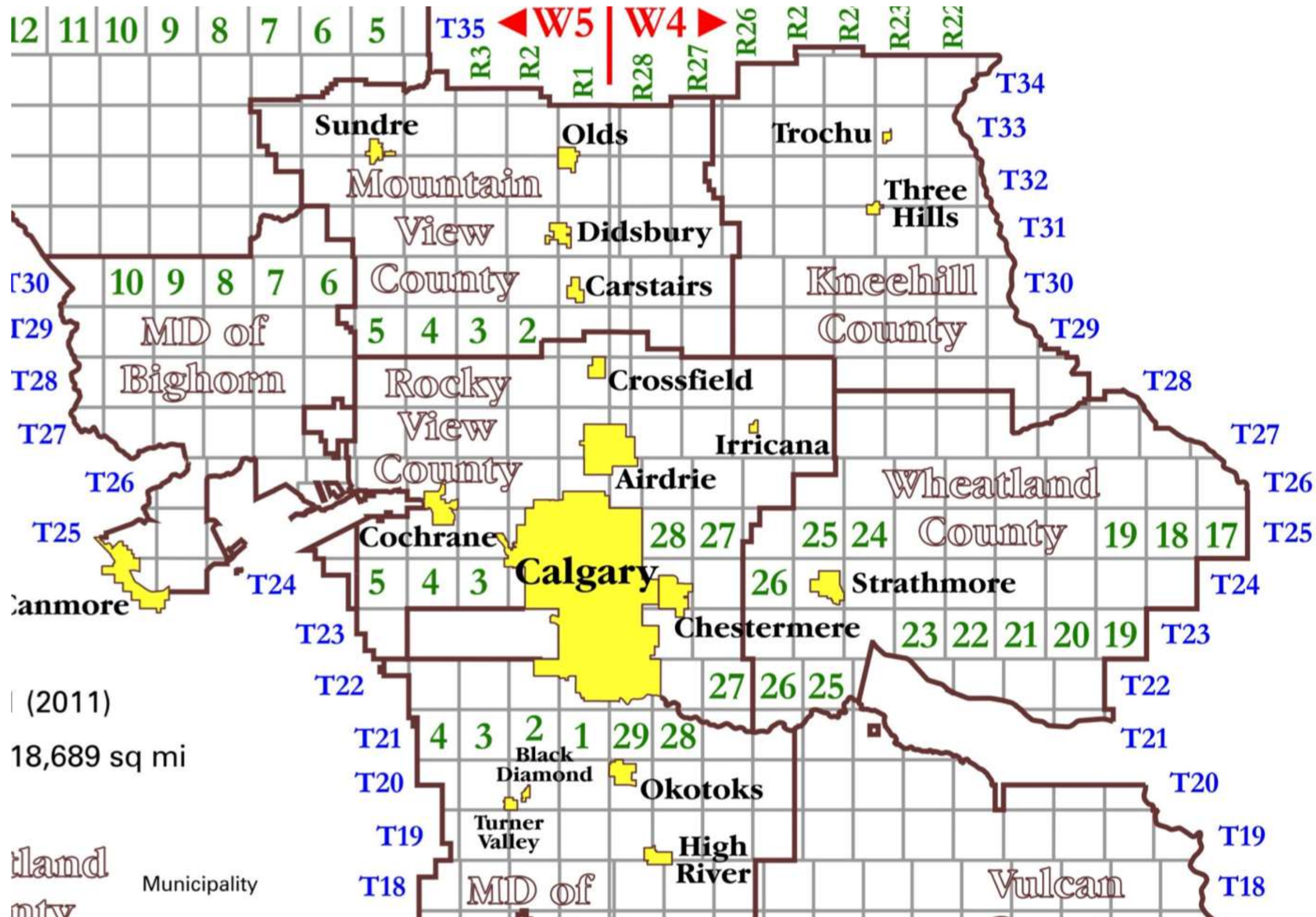
PLAN 7910905  
THAT PORTION OF BLOCK 32  
WHICH LIES WITHIN THE NE - 3 - 24 - 3 - W5  
CONTAINING 1.78 HECTARES (4.41 ACRES) MORE OR LESS  
EXCEPTING THEREOUT ALL MINES AND MINERALS

ATS REFERENCE: 5;3;24;3;NE  
ESTATE: FEE SIMPLE

MUNICIPALITY: ROCKY VIEW COUNTY

REFERENCE NUMBER: 931 233 102



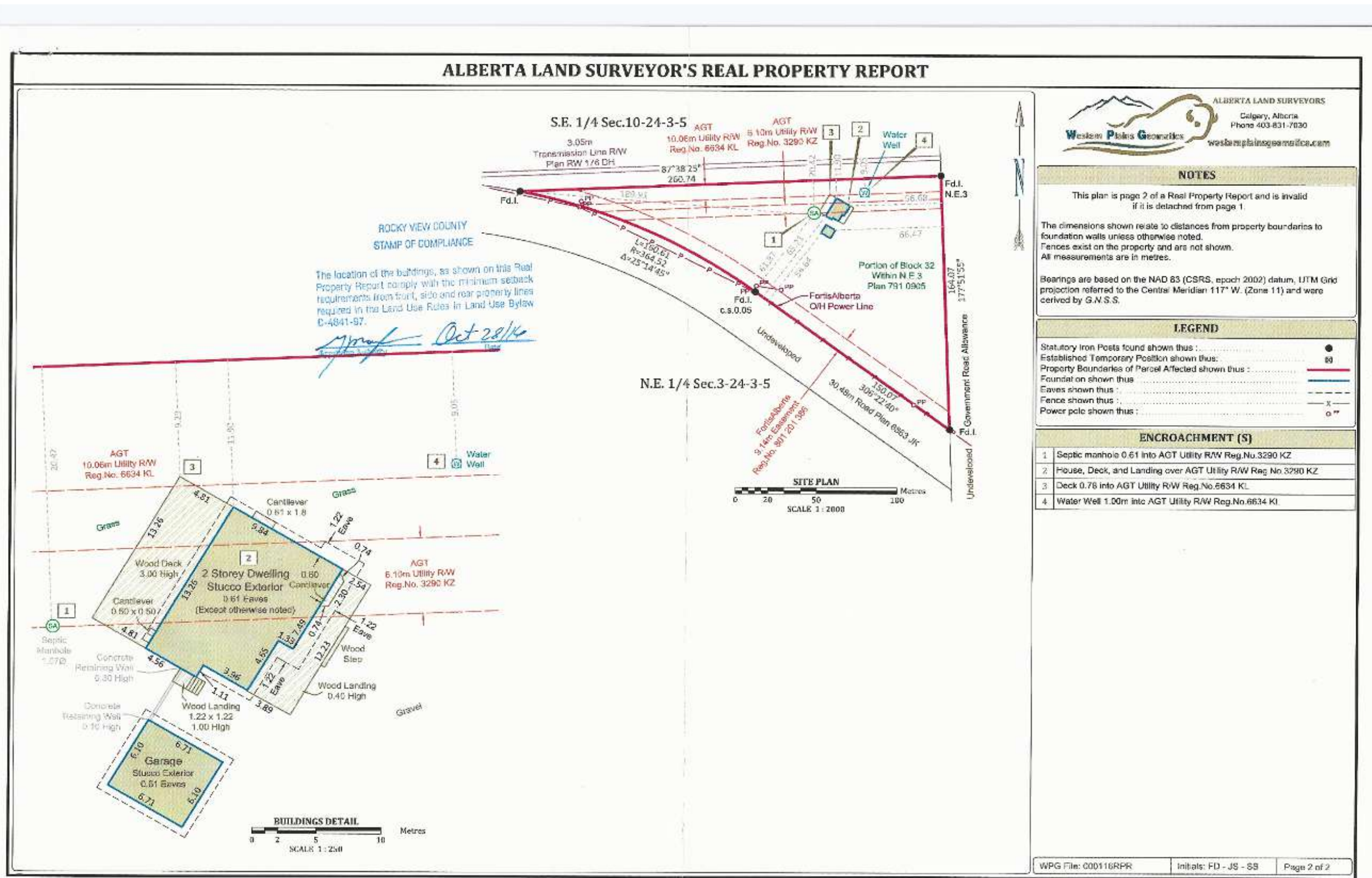


Most people in this room are looking to buy an acreage within close proximity to the City of Calgary, which would fall into the Municipalities, or County's of MD Foothills or Rocky View County

- Properties are ultimately broken down into sections of land, (640 acres), and then quarter sections. (160 Acres) and split from there.
- The most common acreage subdivision we are seeing today would be a 2 acre parcel with a residence.
- Within Foothills or Rocky View, from these  $\frac{1}{4}$  sections of land (160 Acres) acreages tend to be broken down into 80 acre parcels, then 40's, then 20's etc.



# REAL PROPERTY REPORTS



ALBERTA LAND SURVEYORS  
Calgary, Alberta  
Phone 403-831-7030  
west@plainsurveyors.com

**NOTES**

This plan is page 2 of a Real Property Report and is invalid if it is detached from page 1.

The dimensions shown relate to distances from property boundaries to foundation walls unless otherwise noted.  
Fences exist on the property and are not shown.  
All measurements are in metres.

Bearings are based on the NAD 83 (CSRS, epoch 2002) datum, UTM Grid projection referred to the Central Meridian 117° W. (Zone 11) and were derived by G.N.S.S.

**LEGEND**

Statutory Iron Posts found shown thus : ●

Established Temporary Position shown thus : ○

Property Boundaries of Parcel Affected shown thus : ———

Foundations shown thus : ———

Eaves shown thus : ———

Fence shown thus : ———

Power pole shown thus : ○

**ENCROACHMENT (S)**

1	Septic manhole 0.61 into AGT Utility R/W Reg.No.3290 KZ
2	House, Deck, and Landing over AGT Utility R/W Reg No.3290 KZ
3	Deck 0.78 into AGT Utility R/W Reg.No.6634 KL
4	Water Well 1.00m into AGT Utility R/W Reg.No.6634 KL

Alberta Real Estate Act has clear RPR rules – when there are permanent improvements on the property the seller is obligated to provide a current and compliant RPR

# THE SEARCH

## IDENTIFYING YOUR NEEDS:

- What's driving the move?
- More space? Lifestyle? etc.
- What are the non-negotiables?



# HOW MUCH LAND DO WE NEED?



- Animals?
- Subdivision Potential?
- Business?

# ANIMAL UNITS

## 24.2 NUMBER OF ANIMALS TABLE (RELATES TO ANIMALS ON PARCELS LESS THAN 40 ACRES)

Animal Type	Animals that equal 1 Animal Unit
Beef feeder (500 -1200 lb.)	1
Beef cows (cow/calf unit)	1
Dairy cows (milking)	1
Calves	3
*Piggery (sows f-f)	1
*Piggery (sows f-w)	1
*Piggery (feeders only)	1
*Piggery (weaners only)	1
Horses	1
Poultry (broilers)	20
Poultry (layers)	20
Poultry (turkey broilers)	20
Pheasants	20
Pigeons (except as exempted in 24.1 e)	20
Sheep (ewes)	5
Mink	20
Rabbits	20
Goats	5
Elk	1
Emu	4 adults or 40 birds
Ostrich	2 adults or 20 birds
Bison	1
Deer	5

Animal Type	Animals that equal 1 Animal Unit
Llama	4
Alpaca	6

\* Wild Boars are not allowed

24.3 Notwithstanding 24.1(c), *parcels* designated R-1, which have a *parcel* size greater than 4.00 hectares (9.88 acres); *livestock* is permitted in accordance with 24.1 and 24.2.

24.4 On *parcels* designated as RF, RF-2, RF-3, AH, F, R-2 and R-3 that are between 1.60 hectares (3.95 acres) and 16.19 hectares (40.00 acres), the permitted number of *livestock shall not exceed one animal unit per 1.60 hectares (3.95 acres).*

(a) Notwithstanding Section 24.4, the *Development Authority* may allow up to two (2) animal units per 1.60 hectares (3.95 acres) with specific *Development Permit* conditions.

LUB 21/09/2010

Animal units bylaw quote  
from Rocky View County

# DEVELOPMENT

## NEVER ASSUME YOU CAN DEVELOP

- Every property will have an assigned land use designation, and fall somewhere into an area structure plan.
- Permitted vs. Discretionary Uses
- To Develop or Subdivide - 3 Steps in most municipalities:  
**1. Redesignation**      **2. Subdivision**      **3. Endorsement**
- Costs typically required: Lot Servicing, Levies, Roads, Fees
- The process is extremely slow.
- Best Practice: Book a planning meeting for due diligence



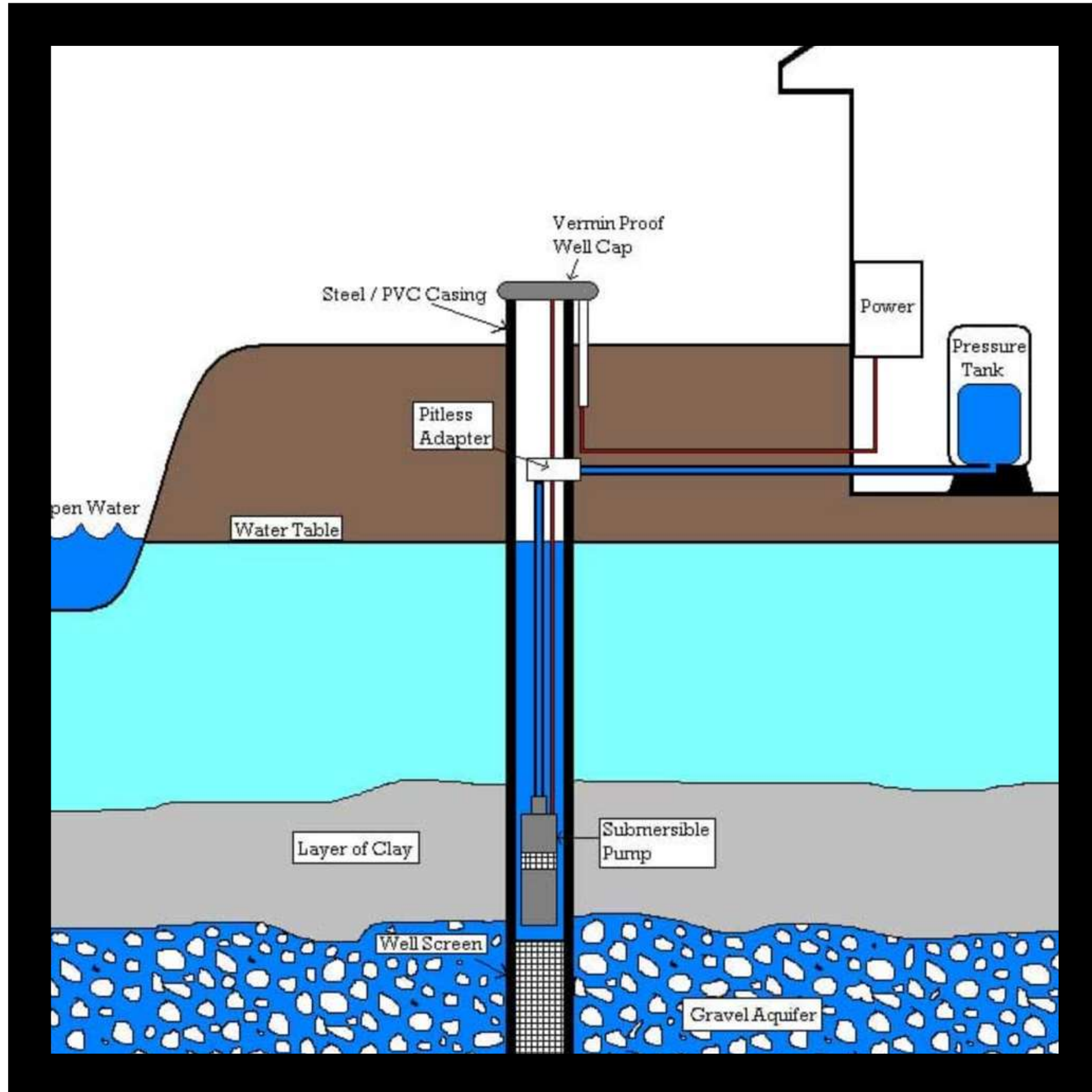
# SO, WHAT ARE THE MAIN DIFFERENCES?

- Requirement from municipalities at the time a residential subdivision is taking place that the landowner gets the property serviced: (Phone, Gas, Water and Power)
- Water: Well vs. Co-op vs. Private Utility?
- Sewer: Septic vs. Municipal Sewer
- Taxes? What do I get for them?
- Internet?
- Schools & Bussing?
- Waste and Recycling?



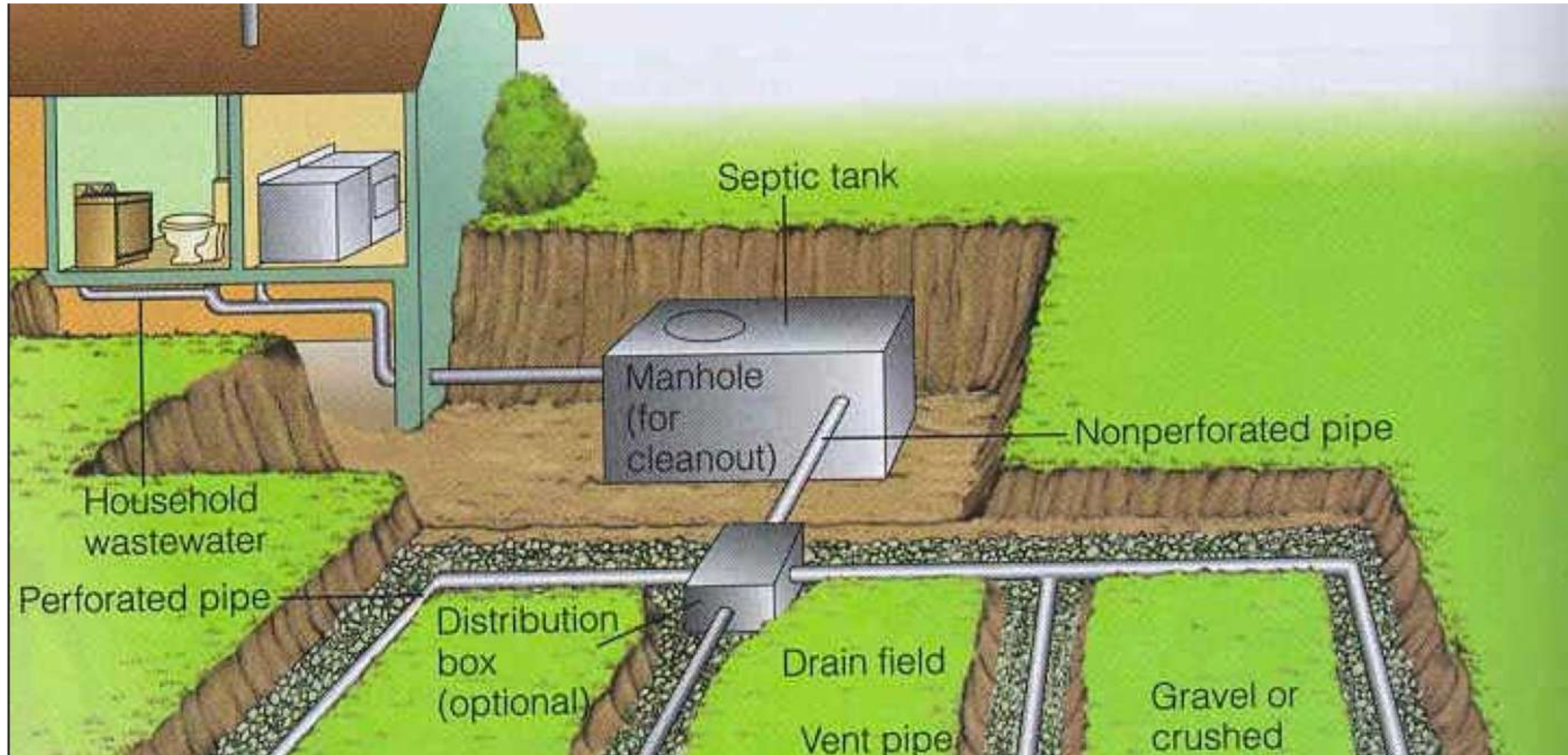


# WATER



- Private Wells
- Community Wells
- Community CO-OP
- Maintenance Agmts
- Private Utility

# SEPTIC SYSTEMS



# THINK YOU'VE FOUND THE ONE?

## WHAT ELSE SHOULD YOU BE AWARE OF?



- Legal Disclosures:
- Pending developments, roadway widening,
- ground water or seasonal challenges
- What about building a house?
- Architectural controls, restrictive covenants, rules, costs associated with building.
- Do I need representation, or a Realtor®?

ENCUMBRANCES, LIENS & INTERESTS		PAGE
DATE (D/M/Y)	PARTICULARS	# 01
07/10/1998	UTILITY RIGHT OF WAY GRANTEE - THE CITY OF CALGARY. AS TO PORTION OR PLAN:9812767	
07/10/1998	RESTRICTIVE COVENANT	
07/10/1998	CAVEAT RE : RESTRICTIVE COVENANT	
14/10/1998	RESTRICTIVE COVENANT	
23/05/2000	ENCUMBRANCE ENCUMBRANCEE - CORAL SPRINGS RESIDENTS	

# THE OFFER

## DID YOU KNOW?

- We use different contracts for rural vs urban property
- Offer Terms: Price, Deposit, Inclusions, Conditions, Closing
- Conditions we can commonly expect:
- COSTS associated with conditions?



### 8.2 Buyer's Conditions

The buyer's conditions are for the benefit of the buyer and are:

#### (a) Financing

This contract is subject to the buyer securing new financing, not to exceed  % of the Purchase Price from a lender of the buyer's choice and with terms satisfactory to the buyer, before  :  :  .m. on  /  / 20  (Condition Day). The seller will cooperate by providing access to the Property on reasonable terms.

#### (b) Property Inspection

This contract is subject to the buyer's satisfaction with a property inspection, conducted by a licensed home inspector, before  :  :  .m. on  /  / 20  (Condition Day). The seller will cooperate by providing access to the Property on reasonable terms.

#### (c) Condominium Documents

This contract is subject to the buyer's satisfaction with a review of the Documents before  :  :  .m. on  /  / 20  (Condition Day), on the terms in the Country Residential Purchase Contract Condominium Property Schedule, selected as attached in clause 9.1.

#### (d) Sale of Buyer's Property

This contract is subject to the sale of the buyer's property before  :  :  .m. on  /  / 20  (Condition Day), on the terms in the Sale of Buyer's Property Schedule, selected as attached in clause 9.1.

#### (e) Water

This contract is subject to the buyer's satisfaction with the source and flow rate of the water supply and a review of well and water reports prepared by an inspector of the buyer's choice, before  :  :  .m. on  /  / 20  (Condition Day). The seller will cooperate by providing access to the Property on reasonable terms.

#### (f) Septic System

This contract is subject to the buyer's satisfaction with a review of a septic system inspection, performed by an inspector of the buyer's choice, before  :  :  .m. on  /  / 20  (Condition Day). The seller will cooperate by providing access to the Property on reasonable terms.

#### (g) Country Residential Purchase Contract Property Schedule

This contract is subject to the buyer's satisfaction with the information in the Country Residential Purchase Contract Property Schedule, selected as attached in clause 9.1, before  :  :  .m. on  /  / 20  (Condition Day). The seller will cooperate by providing the completed schedule, including any indicated water and well reports, before  :  :  .m. on  /  / 20 .

#### (h) Subdivision Plan

This contract is subject to the buyer's satisfaction with a review of a subdivision plan for the Property before  :  :  .m. on  /  / 20  (Condition Day). The seller will cooperate by providing a true copy of the subdivision plan.

#### (i) Additional Buyer's Conditions

before  :  :  .m. on  /  / 20  (Condition Day).

# SOLD - NOW WHAT?

- Paperwork
- Insurance
- Movers
- Utilities
- Contractors



# **WHY** **POPOWICH** **& COMPANY** ?

- We are passionate about what we do
- Involved in 25% of acreage transactions in RVC
- Full Service Buying & Selling Team
- Sell dozens of 'coming soon/ off market' listings annually: tell us what you need!
- Buyer loyalty agreement with guarantees
- Join our Client Family (annual checkup, clients for life program etc.)

# QUESTIONS?

**STICK AROUND!**

**Grab some refreshments  
and feel free to meet the  
team and ask some  
more questions.**

