



**Village of Mannville
Procedure No. #6900-04**

Commercial & industrial Land Sales Policy

**Procedure Title: Commercial & Industrial Land Sales Policy
Procedure No. 6900-04
Effective Date: April 10, 2012**

Policy Statement:

The Village of Mannville recognizes that commercial development is a key component of a healthy, viable community. The Village is committed to providing information regarding the possible purchase of lots within the Village in order to encourage commercial and industrial growth.

Purpose:

The purpose of this policy is to establish a sale price for commercial and industrial land owned by the Village of Mannville.

1.0 Definitions

- 1.1 'Frontage' means the linear distance measured along the front property line parallel to and along a street, but does not include a lane.
- 1.2 'Site, Corner' means a site where the front and a side property line abut 1 or more streets, resulting in two frontage measurements.

2.0 Guidelines:

- 2.1 The permitted development must comply with all land use and zoning requirements.
- 2.2 The development must be completed upon vacant land within one (1) year of the purchase.
- 2.3 Pricing of municipal Commercial lots are described as follows:

1.3.2 \$.50 per square foot plus \$150 per meter frontage fee

3.0 Procedures:

3.1 Two copies of the Municipal Lot Purchase Agreement must be completed (as attached to this Policy).

4.0 Responsibilities

4.1 The CAO is responsible for ensuring awareness and compliance with this policy.

5.0 End of Procedure

Policy #	Date	Resolution Number
Approved	April 10, 2012	2012-04-10-03
Amended		
Amended		



MUNICIPAL LOT PURCHASE AGREEMENT MADE THIS __ DAY OF _____, 20__ A.D.

BETWEEN: THE VILLAGE OF MANNVILLE, A MUNICIPAL CORPORATION OF THE PROVINCE
OF ALBERTA, (HEREINAFTER CALLED THE "OPTIONOR")

OF THE FIRST PART

AND

(HEREINAFTER CALLED THE "OPTIONEE")

OF THE SECOND PART

WHEREAS the Optionor is the registered owner of those certain lands situated in the Village of Mannville and legally described as follows:

(HEREINAFTER REFERRED TO AS THE "SAID LANDS")

AND WHEREAS the Optionee wishes to acquire an option to purchase the said lands,

AND WHEREAS the Optionor wishes to give the Optionee an Option to Purchase the said lands on the terms and subject to the conditions as hereinafter set out;

NOW THEREFORE this Agreement Witnesseth that for, and in consideration of the covenants and Agreement herein contained, the parties hereto covenant and agree with each other as follows:

1. The Optionor in consideration of the payment of:

Policy #	Date	Resolution Number
Approved	April 10, 2012	2012-04-10-03
Amended		
Amended		



Village of Mannville

Procedure No. #6900-04

Commercial & industrial Land Sales Policy

----- /100 (\$ Incl. 5% G.S.T.) DOLLARS,

Being ten (10%) per cent of the purchase price, receipt of which by the Optionor is hereby acknowledged, irrevocable during the period hereinafter stated to purchase the said lands at and for the sum of:

----- /100 (\$ Incl. 5% G.S.T.) DOLLARS,

- 2. This Option may be exercised by the Optionee at any time before the day of , 20 at the hour of **12:00 Noon**, by the Optionee, or the Optionee’s authorized Agent, delivering a Notice of Acceptance in writing and a certified cheque in the sum of:

----- /100 (\$ Incl. 5% G.S.T.) DOLLARS,

Being the remaining ninety (90%) percent of the purchase price, made payable to the Village of Mannville at the Village Office located in Mannville, Alberta.

- 3. The Optionor agrees that the Optionee may exercise this option on or before the aforesaid date if the Optionee **has received provincial Building Permit approval**.
- 4. The Optionee agrees that if the conditions referred to in Clause 3 of this agreement have not been fulfilled prior to the date referred to in Clause 2, the Optionee may sign a further agreement with the Optionor which agreement sets out certain conditions which must be met prior to the execution and deliverance of a registerable transfer of Title to the said lands, together with the Duplicate Certificate of Title to the said lands, and the Optionee herewith acknowledges the further agreement referred to herein has been examined and the Optionee has no objections to signing the said further agreement.
- 5. It is further agreed between the parties hereto the provided development is to proceed on the said lands, and further provided **that the building permit application will be completed**, the Optionor shall and does hereby agree to forward, in trust, the Duplicate Certificate of Title to the said lands and a registerable Transfer thereof to any Barrister and Solicitor registered to practice in the Province of Alberta, and acting on behalf of any conventional mortgage company or lending institute for the purposes of permitting the Optionee to arrange financing on the said lands and the building to be constructed thereon, providing at all times all of the conditions and the time limits are to be fulfilled and met by the Optionee.
- 6. The Optionee acknowledges that neither the Optionor nor any of the officers, agents, servants, employees or Councillors has made any representations or promises with respect to the said lands nor with respect to any zoning and building regulations, and further the Optionee acknowledges that the Optionee has inspected said lands and is aware of all physical and legal aspects pertaining to the said lands and that this agreement contains the entire agreement and it cannot be modified in any way except by further agreement in writing signed by all parties hereto.
- 7. Time is agreed by the parties hereto to be of the essence of the Agreement.

Policy #

	Date	Resolution Number
Approved	April 10, 2012	2012-04-10-03
Amended		
Amended		



**Village of Mannville
Procedure No. #6900-04**

Commercial & industrial Land Sales Policy

8. In the event that the option provided for herein is accepted within the time and in accordance with the conditions hereinbefore set out, and in the manner hereinbefore provided, the said sum of:

-----/100 (\$ Incl. 5% G.S.T.) DOLLARS,

paid as consideration for this option shall be applied on the said purchase price, BUT in the alternative in the event that the option provided for herein is not accepted within the time and in accordance with the conditions hereinbefore set out and in the manner hereinbefore provided, ***the following said sum of 10% of the total Land fees paid will be retained for administration costs:***

-----/100 (\$ Incl. 5% G.S.T.) DOLLARS,

shall be absolutely and irrevocably forfeited to the Optionor and the Optionee agrees that in the event the said option is not taken up, that any Caveat filed at the North Alberta Land Registration District by the Optionee on the said lands shall be forthwith Discharged at the sole cost and expense of the Optionee.

9. No assignments of this agreement or any rights hereunder by the Optionee shall be valid without the written consent of the Optionor.

10. This agreement shall inure to the benefit of and be binding upon the parties, their respective heirs, executors and administrators.

IN WITNESS WHEREOF the Party of the First Part has caused its name and corporate seal to be affixed hereto attested by the proper officers in that behalf, the Party of the Second Part has hereunto set His (her)(their) hands and seals the day and year first above written.

VILLAGE OF MANNVILLE

Mayor

CAO

Witness to Optionee

Optionee

Witness to Optionee

Optionee

Policy #	Date	Resolution Number
Approved	April 10, 2012	2012-04-10-03
Amended		
Amended		