



POLICY – DV 03

LAND SALE CONDITIONS

APPROVAL DATE:	2006-07-16	CROSS-REFERENCE:	
RESPONSIBILITY:	Administration		
APPROVER:	Council	APPENDICES:	
REVISION DATE (s):	2006-08-03; 2011-09-25; 2021-07-12	REVIEW DATE:	2026

POLICY STATEMENT

To establish the rules governing the sale of municipal owned lands.

BACKGROUND

The Village of Marwayne adopted this policy to standardize the process by which the sale of municipal owned lands was carried out.

OBJECTIVE

To outline the process by which administration is to handle matters related to the sale of commercial and/or residential properties and lands owned by the Village of Marwayne.



DEFINITIONS

CAO is the Chief Administrative Officer for the Village of Marwayne in the Province of Alberta.

Employee is a full-time permanent Employee of the Village of Marwayne in the Province of Alberta.

Employer is the Village of Marwayne in the Province of Alberta.

Village is the Village of Marwayne in the Province of Alberta.

GUIDING PRINCIPLES

This policy is subject to the terms set forth below:

- The Village of Marwayne is the owner of both residential and commercial lots which may be advertised for sale from time to time.
- Interested buyers, upon selection of a lot, must pay to the Village a minimum deposit of 10% of the purchase price, inclusive of GST.
- The remainder of the purchase price must be paid within forty-five (45) days.
- There are absolutely no alterations or improvements permitted to the lot until the sale agreement has been executed and the full purchase price has been paid.
- Failure to pay the Village the balance of the purchase price within the forty-five (45) day period will result in the cancellation of the sale agreement. Purchasers who fail to honor the terms of the sale agreement are subject to an administrative penalty of five (5) percent of the purchase price which shall be withheld from the deposit upon cancellation or default of the sale agreement. The remaining balance, less the administrative penalty, shall then be refunded to the purchaser.
- The sale agreement and transfer of land at land titles shall be completed by the Village of Marwayne using a reputable barrister and solicitor.
- An application for a development permit to construct a suitably zoned building on the property must be approved no later than six (6) months after the full purchase price of the lot is paid and the sale agreement has been executed.



- All provisions of the Village's Land Use Bylaw must be adhered to as it relates to development on the lands purchased from the Village of Marwayne.
- Commercial and residential lots for sale are sold free and clear of any liens, charges or encumbrances with the exception of those registered against the title or through a caveat pursuant to the Land Titles Act or by reason of utility easements.
- The Village of Marwayne reserves the right to cancel the sale of any land for any reason at any time. In the event that the Village of Marwayne cancels the sale agreement, the Village shall refund the purchaser ninety five (95) percent of the purchase price.
- Third party transfers of title are not permitted. The name on the title must match the name of the purchaser as is stated on the sale agreement.
- Deposits paid to the Village of Marwayne for the purchase of land are not subject to the accrual of interest.
- The sale of Village commercial and residential lots are as is. Water and Sewer are located at the property line. Natural gas services must be acquired through a service provider of the purchasers choosing as should power, cable and telephone services.
- The Village of Marwayne accepts bank drafts or money transfer through the purchasers barrister and solicitor only for the sale of land. Personal cheques, cash and credit card payments are not accepted.
- The Village of Marwayne reserves the right to execute a sale agreement contrary to this policy, upon approval by Council, as the case may be.

ROLES & RESPONSIBILITIES

ROLE/TASK	TITLE (s) OF PERSON RESPONSIBLE
HANDLING INQUIRIES & COMMUNICATING POLICY	Chief Administrative Officer
MONITORING REVIEWS AND REVISIONS	Administrative Assistant



EXEMPTIONS

Commercial and residential lots advertised for sale through a real estate agency shall be subject to the terms and conditions of the executed real estate contract and this policy shall become null and void.