

# SMOKY LAKE COUNTY



Title: <b>Disposition of County Owned Property</b>	Policy No: <b>10-01</b>
Section: <b>61</b>	Code: <b>P-R</b>
	Page No.: <b>1 of 14 E</b>

Legislative Reference:	Alberta Provincial Statutes
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Purpose:	To outline the procedures and requirements for disposition of County owned lands not required for present or future County operations.
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## Policy Statement and Guidelines:

### 1.0 STATEMENT

Smoky Lake County owns a variety of land assets, some of which the County acquired through tax forfeiture. The County recognizes that these lands are deemed as surplus and wishes to dispose of same with a consistent and transparent process at a fair market value whenever possible.

### 2.0 OBJECTIVE

On behalf of County Council, administration is to receive and coordinate all requests to dispose of surplus property in accordance with federal, provincial, and municipal laws.

### 3.0 GUIDELINES

It shall be the policy of Council to consider the sale of municipally owned land when requests are received or when land is no longer required for municipal purposes.

### 4.0 REQUEST TO PURCHASE LAND:

- 4.1 An individual wishing to purchase land owned by Smoky Lake County must complete the **Schedule A - Expression of Interest Form** in its entirety and submit a cash deposit of \$200.00.
- 4.2 Upon receipt of the "Expression of Interest", the Planning and Development Manager will:
  - 4.2.1 Circulate the legal land description to the management team to determine if the County has a potential for future use of said lands.
  - 4.2.2 Obtain a current assessed value for the said lands from the County's assessor.
  - 4.2.3 Prepare a report and recommendation to be presented to Council for consideration attaching the compiled comments from the management team.
  - 4.2.4 If County Council agrees to proceed with the sale of the said lands by resolution, an advertisement will be placed in the local newspaper for (2) two consecutive weeks.

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- 4.2.5 Develop and maintain a list of County owned lands for sale to be reviewed by County Council by December 31<sup>st</sup> of each calendar year.
- 4.2.6 The listing will be made available on Webmap and the County’s website.
- 4.3 If a decision is made not to sell the land in question, the \$200.00 cash deposit shall be refunded in its entirety.
- 4.4 If the Administration advertises (sample attached as **Schedule B – Sample Advertisement For Sale of County Owned Property**) as per Council direction for the sale of the land, and if the applicant is the successful bidder or if a decision is made pursuant to Section (8) hereof to waive this policy and sell directly to the applicant, then the \$200.00 cash deposit shall be applied to the price of the land.
- 4.5 If the applicant is not the successful bidder for the land, the \$200.00 cash deposit will be returned to the applicant.
- 4.6 If the applicant is the only bidder (and the bid is accepted by County Council) for the land in question, the \$200.00 cash deposit will be applied to the price of the land.
- 4.8 Interested Purchaser(s) are responsible for obtaining the following documents: Certificate of Title, Caveats registered on the land title, Property Dimensions, Zoning, Aerial Photo, Tax Certificate at his or her own costs. Alternatively, some of this information may be obtained free of charge by accessing the County’s Geographical Information Systems (GIS) on the County’s website at <http://webmap.smokylakecounty.ab.ca>. This information can be obtained by an interested Purchaser prior to submitting an “Expression of Interest”.

**5.0 REQUEST FOR PROPOSALS:**

- 5.1 Council may consider, from time to time, the sale of certain parcels of municipally owned land by way of “Request For Proposals” which shall be advertised in a local paper for a period of not less than (3) three consecutive weeks and the County’s website.
- 5.2 Proposals submitted to the County for the purchase of municipally owned land may include but not be limited to the following information:
  - 5.2.1 Detailed description of economic impact of the project including number of jobs created both part-time and full-time.
  - 5.2.2 Detailed description of the development proposed;
  - 5.2.3 Detailed plot plan showing specific location of any buildings, structures or developments (including parking area) within the site;
  - 5.2.4 Schedule for the construction of all components of the proposed development;

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5.2.5	Detailed description of the building design and other components such as exterior building materials, façade, signage, landscape and other aesthetics impacting on the area where the development will occur;
5.2.6	Amount offered for land on a per acre basis and an estimate of total value of project when complete; and,
5.2.7	Detailed description of economic impact of the project including number of jobs created both part-time and full-time.
5.3	Criteria for rating proposals shall be as follows:
5.3.1	Suitability of Development Rating 20 pts.
5.3.1.1	Land Use Planning compatibility
5.3.1.2	Accessibility
5.3.1.3	Complimentary to existing uses in the area
5.3.1.4	Aesthetic impact (ie. structure, landscape, signage, etc.)
5.3.2	Economic Development Rating 20 pts.
5.3.2.1	Employment opportunities
5.3.2.2	Tax base impact (displacement)
5.3.2.3	Need for service
5.3.2.4	Competitiveness to Community
5.3.3	Infrastructure Benefits Rating 20 pts.
5.3.3.1	Potential to improve sewer service.
5.3.3.2	Potential to improve road/access service.
5.3.3.3	Potential to improve other provincial or municipal services.
5.3.3.4	Potential to allow for improved communication services.
5.3.4	Community Benefits Rating 20 pts.
5.3.4.1	Provides for needs of local residents.
5.3.4.2	Reduces need to seek services outside local area.
5.3.4.3	Enhances the building compliment in the area.
5.3.4.4	Supports or encourages tourism.
5.4	Council is not bound to accept any proposal, and may accept a proposal in whole or in part.
5.5	The Transfer of Land will be made subject to the conditions of a land sale agreement which shall be negotiated between the developer and County Council.

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- 5.6 Provision for Transfer of Land back to the County based upon project timelines not being met will be considered.
- 5.7 Pursuant to the provisions of the Municipal Government Act the County must receive at least market value for land sold.

**Procedures for Section 5.0 – Request For Proposals**

- 5.8 All Request For Proposals for the purchase of land shall be accompanied by a cash or cheque deposit equal to ten percent (10%) of the bid price, or such other amount as the Council may have determined. Failure to enclose the required deposit will result in rejection of the bid.
- 5.9 The County reserves the right to reject any or all proposals received. Should the County decide that it is in the best interest of the County to retain the subject lands, the bidders shall have no claim against the County.
- 5.10 Only those bids received on or before the deadline date advertised for the submission of Request For Proposals will be considered by the County.
- 5.11 If a proposal is withdrawn following acceptance by the County, the accepted deposit shall be forfeited to and retained by the County as liquidated damages, with the County reserving the right to proceed against the bidder for additional expenses and damages incurred and the bidder deemed not to have been received.
- 5.12 The County accepts no responsibility for damage to the tendered land after the date of notification of acceptance of the proposals to the successful bidder.

**6.0 ELIGIBILITY OF PROPERTY FOR SALE**

- 6.1 Council shall investigate and verify the ownership of land before offering land for sale. Ownership will be determined by the completion of a title search by the Planning & Development Manager.
- 6.2 Council may request a valuation of the land (appraisal) to be sold at any time.
- 6.3 All sales of municipally owned land shall comply with the provisions set out in Section 70 of the Municipal Government Act and amendments thereto for the sale of municipal land.

**7.0 TERMS OF SALE**

- 7.1 A **Schedule C - Agreement To Purchase** shall be signed by all parties within 30 days of a Council resolution attached hereto as.

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- 7.2 Once all conditions have been completed as stated in the agreement the Chief Administrative Officer shall sign **Schedule D – Sample Notice** and forward the original signed document to the Purchaser. The Purchaser shall forward same to his/her solicitor.
- 7.3 Within 60 days of receiving the executed Schedule D, the purchaser shall arrange to have a solicitor of their choice complete the Transfer of Land. All costs associate with same shall be borne by the Purchaser.

**8.0 WAIVER OF THIS POLICY**

- 8.1 Advertising is not required for the sale of land in the following instances as per Section 70 (2) of the Municipal Government Act:
  - 8.1.1 To be used for the purposes of supplying a public utility as defined in Section 1(1)(y)the Municipal Government Act,
  - 8.1.2 Transferred or granted under Division 8 Part 10 of the Municipal Government Act before the period of redemption under that Division, or
  - 8.1.3 To be used by a non-profit organization as defined in Section 241(f) of the Municipal Government Act.

**9.0 OTHER**

- 9.1 This policy does not apply to lands listed and/or sold at a Public Auction held by the municipality.
- 9.2 Smoky Lake County provides no representation or warranty in regards to the presence or absence of any environmental contamination or hazardous substances, soil conditions, accessibility or suitability for development. Each Parcel (including any and all structures located thereon) is sold on an “as is” basis and the Purchaser is the purchasing the parcel(s) at his or her own risk.
- 9.3 All costs for servicing the lot shall be borne by the Purchaser.
- 9.4 The Purchaser shall be responsible for obtaining all necessary development, building, and other related permits if the Purchaser wishes to commence with the development on said lands.
- 9.5 The County reserves the right at its discretion to accept, reject or further negotiate with any and all applications and/or cancel a listing at any given time.
- 9.6 The County reserves the right to specify a reserve bid on the lands being offered for sale.
- 9.7 The proceeds from the sale of non-reserve lands shall be allocated to a County reserve as directed by Council.

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<b>Policy Statement and Guidelines:</b>	
9.8	The proceeds from sales of Municipal Reserves (MR) and/or, Municipal and School Reserves shall be allocated to the Cash in Lieu of Municipal Reserve Account.
<b>10.0</b>	<b>PENDING LAND SALES</b>
10.1	Any land sale pending prior to the adoption of this policy shall be considered null and void unless a written extension has been agreed to by County Council on or before the adoption of this policy.

	Date	Resolution Number
Approved	<b>March 28, 2014</b>	<b># 368-14 - Page #11163</b>
Approved		
Amended		
Amended		

**SCHEDULE A – EXPRESSION OF INTEREST FORM**

**ATTENTION: PLANNING AND DEVELOPMENT MANAGER  
EXPRESSION OF INTEREST  
TO PURCHASE PROPERTY FROM SMOKY LAKE COUNTY**

The information below is not an offer or a contract and does not constitute an interest in land. The purpose of this Expression of Interest is to provide information regarding a desire to purchase property owned by Smoky Lake County prior to negotiation of a formal agreement of purchase and sale. The completion and submission of the Expression of Interest in no way obligates the applicant to purchase the property in question and is not in any way binding upon Smoky Lake County. The Expression of Interest is for information purposes only.

Expressions of Interest will not be reviewed until after any stated deadline date. Where no deadline date is stated, expressions of Interest will be reviewed as received. Smoky Lake County reserves the right to negotiate with only those parties that Smoky Lake County so determines in its sole discretion.

**Contact information**

*Required fields marked with asterisk (\*)*

Date*	
Interested Purchaser's Name*	
Organization (if applicable)	
Phone Number*	
E-mail address	
Mailing Address*	

Description of proposed development, including specific uses anticipated for the site (for information purposes only):

[Empty box for description of proposed development]

Realtor Name and Address (if applicable): \_\_\_\_\_

**Legal Description of property requesting to purchase**

Lot:		Block:		Plan:	
Pt.	Sec.	Township	Range	W4M	
Size:		Location/Area:			

**What sale price are you prepared to pay?**

Sale Price	\$ (Please indicate specific dollar amount)
Deposit (to be submitted with this form)	\$200.00
Total Price (before GST)	\$
GST (on sale price and deposit)	\$
Balance Due at Closing	\$

**Closing Date**

What is your preferred date to complete the transaction, take possession and have any adjustments made?

YYYY: \_\_\_\_\_ MM: \_\_\_\_\_ DD: \_\_\_\_\_

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 Smoky Lake County. It is protected by the privacy provisions of the *Freedom of Information Act*.



**SCHEDULE B – SAMPLE ADVERTISEMENT FOR SALE OF  
COUNTY OWNED PROPERTY**

**PUBLIC NOTICE  
SMOKY LAKE COUNTY**

**NOTICE** is hereby given that Smoky Lake County is offering for sale, by Public Bid, lands described as:

Roll #	Legal Description:	Area of Development:	Title Number:	Size:	Electoral Division:	Zoning:
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*<insert map>*

**TERMS:** Cash plus G.S.T. Each parcel offered for sale is subject to Council acceptance and to the reservations and conditions contained in the existing Certificate Of Title including Caveats and/or Easements. The purchaser is responsible for the cost of all services including water, sewer, roads, power, natural gas, sanitary and storm sewer where applicable and necessary access to the property, and for any and all other costs associated with the sale of the lands (including Transfer of Land).

The minimal accepted bid shall be \$\_\_\_\_\_ (excluding GST).

Person(s) interested must submit the required Expression Of Interest Form in a sealed envelope marked **“EXPRESSION OF INTEREST FORM TO PURCHASE PROPERTY”**.

The aforementioned property is being offered for sale on an “AS IS” basis and the County makes no representation and gives no warranty whatsoever as to the adequacy of services, soil conditions, absence or presence of environmental contamination or the development ability of the subject lands for any intended use by the Purchaser.

No offer will be accepted where the Purchaser attempts to attach conditions precedent to the sale of any parcel. No terms or conditions of sale will be considered other than those specified by Smoky Lake County.

**Smoky Lake County Council has the full right to reject any or all Expression(s) Of Interest(s).**

**Deadline for submitting an interest is \_\_\_\_\_ at 12:00:00 Noon.**

**Please submit to:** Cory Ollikka, Chief Administrative Officer  
Smoky Lake County  
Box 310  
Smoky Lake County, Alberta T0A 3C0

**SCHEDULE C – SAMPLE AGREEMENT TO PURCHASE**

**AGREEMENT TO PURCHASE**

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 20\_\_.

**BETWEEN:**

**SMOKY LAKE COUNTY**  
a Municipal Corporation  
Box 310  
4612 McDougall Drive  
Smoky Lake, Alberta T0A 3C0  
Phone: 780-656-3730  
(hereinafter called “the County”)

**OF THE FIRST PART**

**- AND -**

**PURCHASER’S NAME**

\_\_\_\_\_

Mailing Address	Phone Numbers:	Residence	Work	Cellular
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(hereinafter called “the Purchaser”)

**OF THE SECOND PART**

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**WHEREAS**, the Purchaser agrees to purchase the lands legally described as:

**Legal Land Description:**  
\_\_\_\_\_  
(hereinafter called “the Lands”)

**AND WHEREAS** the County and the Developer wish to enter into an Agreement regarding the sale of said Lands.

**THE PARTIES** of this Agreement, in consideration of the promises and the mutual terms, covenants and conditions to be observed and performed by each party, agree as follows:

1. Smoky Lake County provides no representation or warranty in regards to the presence or absence of any environmental contamination or hazardous substances, soil conditions, or suitability for development. Each Parcel is sold on an “as is” basis and the Purchaser is purchasing the Parcel(s) at its own risk.
2. No terms or conditions of final sale will be considered other than those specified by Smoky Lake County in this agreement.
3. The Purchaser shall pay the County the full purchase price is full at the time of signing this agreement. Purchase price: \$ \_\_\_\_\_.
4. The Land Transfer must be completed prior to the acceptance of a development permit, subdivision application, rezoning application, and/or any safety codes permits.
5. The purchaser is responsible for the cost of all services including water, sewer, roads, power, natural gas, sanitary and storm sewer where applicable and necessary access to the property and for any other costs associated with the sale.
6. Applicants who rescind their land purchase application after it has been accepted (by resolution of Council) will be subject to an administrative processing fee of \$200.00.
7. Applicants owing overdue debts with the municipality will not be considered for approval until all debts have been paid to the County.
8. Applicants who are under litigation with the municipality will not be considered for approval until the case has been resolved with the County.
9. All fees, including hiring a solicitor to transfer said lands, are to be paid by the purchaser.
10. The purchaser will be responsible for obtaining all necessary development, building, and other related permits if the purchaser desires to proceed with development on said lands.
11. Failure to adhere to all conditions outlined in this agreement will result in a non-refundable administrative fee as stated in Section 6.
12. This Agreement shall not be assignable by the Purchaser.
13. The County has the legal right to sell the said property.
14. This Agreement is for the benefit of and shall be binding upon heirs, executors, administrators and assigns of the individual parties and the successors and assigns of corporate parties.

15. Any notices required by one party to be given to the other shall be given at the following address:

**Name**  
Address

And

**Smoky Lake County**  
Box 310  
Smoky Lake, Alberta T0A 3C0

**IN WITNESS WHEREOF** the Parties here have caused their signatures to be hereunto affixed the day and year first above written.

**SMOKY LAKE COUNTY**

\_\_\_\_\_  
**CHIEF ADMINISTRATIVE OFFICER**

\_\_\_\_\_  
**REEVE**

\_\_\_\_\_  
**WITNESS**

}

\_\_\_\_\_  
**PURCHASER**

\_\_\_\_\_  
**WITNESS**

}

\_\_\_\_\_  
**PURCHASER**

**AFFIDAVIT OF EXECUTION**

CANADA	)	I, _____,
PROVINCE OF ALBERTA	)	of the Smoky Lake County,
TO WIT:	)	in the Province of Alberta,
	)	MAKE OATH AND SAY:

1. THAT I was personally present and did see **NAME(S)**, named in the within instrument, on the basis of the identification provided to me, duly sign and execute the same for the purpose named therein;
  
2. THAT the instrument was executed at the Smoky Lake County, Alberta and that I am the subscribing witness thereto;
  
3. THAT I believe the person(s), whose signature(s) I witnessed, is (are) at least eighteen (18) years of age.

Sworn before me at the Smoky Lake County,	)	
in the Province of Alberta	)	
this ____ day of _____, 20__	)	
	)	_____
	)	
_____	)	
A Commissioner for Oaths in and for the	)	
Province of Alberta	)	

**SCHEDULE D – SAMPLE NOTICE**

(to be printed on County letterhead)

**NOTICE TO TRANSFER LAND**

TO: Name of Purchaser

DATE: \_\_\_\_\_

FILE #: \_\_\_\_\_

RE: Land Sale of \_\_\_\_\_.

I, Cory Ollikka, Chief Administrative Officer of Smoky Lake County, hereby authorize for the Transfer of Land to be completed on behalf of the Purchaser. The Purchaser shall be responsible for any and all costs associated with the Transfer of Land. Motion No. was passed on \_\_\_\_\_ authorizing said transfer as follows:

*“state the motion as indicated in the Council minutes”*

Please prepare all necessary documentation for Smoky Lake County’s signature and seal.

Thank you.

\_\_\_\_\_  
Cory Ollikka  
Chief Administrative Officer