



LAND SALES

POLICY AND PROCEDURES

City of Lloydminster
Planning and Engineering - Land Division

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Adopted by Council:



LAND SALES

POLICY AND PROCEDURES

**City of Lloydminster
Planning and Engineering - Land Division**

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LAND SALES

POLICY AND PROCEDURES

City of Lloydminster Planning and Engineering - Land Division

1. INTRODUCTION

City of Lloydminster's Land Division is an extension of the Planning and Engineering department that plans, engineers and delivers quality residential, commercial and industrial land in the City of Lloydminster. As a public land developer, the Land Division department wishes to be transparent by providing clear policies and procedures throughout the entire residential, industrial and commercial land sale process. This document outlines the process in which the Land Division team will advertise/market, sell and administer the return of City owned lots.

2. COUNCIL'S RESPONSIBILITIES

The following are Council's responsibilities:

- Approving the purchase prices for residential, industrial and commercial lots; and
- Endorse the Land Sale Policy and Procedure as presented by the Director of Planning and Engineering and amendments from time to time.

3. DIRECTOR OF PLANNING AND ENGINEERING RESPONSIBILITIES

Director of Planning and Engineering or Designate must administer the land sales as per the Land Sales Policy and Procedures and the Sales Agreement. In addition, the Director of Planning and Engineering or Designate, at his/her discretion may authorize the following:

- a. Determine if the lot sales should be administered under a low or high demand scenario based on level of inquiries and consultation received from General Contractors and General Public.
- b. To determine whether a returned residential lot should be sold as per Section 7: Sale of Residential Lots.
- c. To grant special case deadline extensions upon receipt of written request and explanation for the following requests:
 - a. Deadline to commence construction or obtaining occupancy for a lot purchased from the City.
 - b. Extension for the Balance of the Purchase Price as determined by the Director of Planning and Engineering or Designate. The timeline limit of the extension shall not exceed sixty

- (60) days from the time of expiry from the date indicated for final payment as per the Sales Agreement.
- c. To grant one (1) extension up to six (6) months from the deadline to commence construction on a lot.
 - d. To initiate a re-purchase of a lot if the Purchaser does not meet the conditions as outlined in the fully executed Sales Agreement. Terms of Exercising the Repurchase Option can be found in the Sales Agreement.
 - e. A review and amendment to this Land Sale Policy and Procedures document as required.

4. ADVERTISING AND MARKETING OF LOTS

The Land Division may use two (2) or more of the following methods for marketing land/lots:

- City of Lloydminster website – www.lloydminster.ca;
- Online interactive mapping system (www.lloydminster.ca);
- Brochures, pamphlets, information sheets, flyers – readily available online (www.lloydminster.ca), at City Hall and at the City of Lloydminster Operations Center;
- Local newspaper;
- Commercials (radio and television);
- Social media avenues utilized by the City’s Communication and Marketing department;
- Letters;
- Tenders such as Alberta Purchasing Connection (APC), Sask Tenders and COOLNet AB;
- Request For Proposals (RFP); and
- As determined by the Director of Planning and Engineering or Council.

5. GENERAL RESIDENTIAL LAND SALE POLICIES

Please ensure that the following policies are reviewed prior to purchasing a residential lot from the City, they are as follows:

- a. A General Contractor must have a City of Lloydminster Business Licence stating that their company is a “General Contractor” at the time of purchase and whose principal function is to build and sell residential homes as well as having a GST number relating to the General Contracting Company. All General Contractors participating in the City’s residential land sales must be registered with one of the following City of Lloydminster recognized New Home Warranty Programs:
 - i. National New Home Warranty;
 - ii. The Alberta Home Warranty;
 - iii. The Saskatchewan New Home Warranty; and
 - iv. Progressive Home Warranty Solutions Inc. – HomePro.

New Home Warranty registration per house is not acceptable. New Home Warranty is not transferable. Proof of Business Licence, GST number, Company Registration Number and New Home Warranty is also required at the time of registration.

- b. Members of the General Public wishing to purchase a lot on the Alberta side of the City are encouraged to review the Alberta Government's New Home Warranty Protection Program requirements prior to participating in the any Lot Sales or Lot Draws.
- c. Anyone (General Public or General Contractor) who does not adhere to the Residential Land Sale Policy will not be permitted to purchase additional lots from the City or may be penalized as determined by the Director of Planning and Engineering or Designate.
- d. The Purchaser must indicate on the Residential Land Sale Information Form (Appendix B) their desire for a Sales Agreement that contemplates funds held in trust as well as the lawyer/solicitor that will be assigned to the land sale.
- e. Any changes or addendums to the Sales Agreement initiated by the Purchaser that result in a legal services to the City will be required to be paid in full prior to proceeding with the revised Sales Agreement.
- f. The City will not do third party transfers of title.
- g. The quantity of lots purchased by members of the General Public and General Contractors are as follows:
 - i. General Public: One (1) every three (3) consecutive years.
 - ii. General Contractors: as quantity permits.
- h. A Letter of Declaration/Authorization (Appendix A.1) will be required to be completed declaring that the person is a duly appointed officer of the company that the General Contractor represents.
- i. A Letter of Declaration/Authorization (Appendix A.2) will be required to be completed declaring that the person will represent an individual at the Lot Draw OR to identify additional Purchasers to be included in the Sales Agreement.
- j. The City shall not be required to transfer title of a residential lot to a Purchaser until the lot has been paid in full.
- k. The Purchaser will allow the City to register additional encumbrances against the certificate of title of the residential lot in the event that the City requires easements for municipal servicing (storm, water, sanitary) and franchise utilities.
- l. It is the Purchaser's responsibility and due diligence to review and investigate (but not limited to) the following:
 - i. Visually inspecting the lot(s);
 - ii. Attain legal counsel;
 - iii. Encumbrances;
 - iv. Engineering elevation designs;
 - v. Utility line locations;
 - vi. Land Use Bylaw regulations;
 - vii. Easements;
 - viii. Existing or proposed vicinity or adjacent developments (zoning and designations); and
 - ix. Familiarity with the conditions and regulations regarding the Sales Agreement.
- m. Land Division encourages the Purchaser to consult with appropriate City administration, external departments and agencies in order to determine the feasibility of their proposed development.

- n. To complete the purchase and development of a residential lot in accordance with the Sales Agreement.
- o. To apply and receive approved Development Permit and Building Permit prior to the commencement of construction.
- p. To provide the City with a Real Property Report (RPR) at the Purchasers expense on or before the date indicated in the executed Sales Agreement.
- q. General Contractors may self-remit the Goods and Service Tax (GST). Contractors wishing to self-remit shall complete the GST Certificate/Warranty Given By Purchaser Form found in the Sales Agreement. Anyone participating in the General Public Lot Draw may not self-remit for GST and will pay GST on the total amount of the purchase price.
- r. At both the General Contractor Lot Draw and General Public Lot Draw, the Land Division team may draw additional names in the event that a Sales Agreement does not get fully executed and a lot selected at the Lot Draw becomes available. Five percent (5%) of the total number of lots available in the lot draw will be drawn at the end of each Lot Draw (General Contractor and General Public). Land Division will contact the additional names in the order they were drawn to notify the individuals that a lot has become available and can be purchased. If none of the additional draws wish to purchase the lot(s) then it will be released on a First-Come First-Served basis to the General Public at the Planning and Engineering office.

6. RESIDENTIAL LAND SALE IMPORTANT TIMELINES

The Purchaser is to adhere to the timelines in the Sales Agreement for the following items:

- a. **DEPOSIT DUE:** \$5,000 per lot is required on the date that the Sales Agreement is executed by the Purchaser. The Land Division requires that the deposit is submitted to the City prior to 5:00 pm on the day of the lot draw or as directed by the Land Division team for a General Land Sale.
- b. **BALANCE OF THE PURCHASE PRICE DUE:** As per the executed Sales Agreement
- c. **COMMENCING CONSTRUCTION:** The Purchaser shall obtain all necessary permits, have architectural controls approved (if applicable) and commence construction of the dwelling within approximately ten (10) months from the date of execution of the Sales Agreement.
- d. **OCCUPANCY PERMIT:** The Purchaser shall obtain an Occupancy Permit to the dwelling within approximately one (1) year and six (6) months from the date of execution of the Sales Agreement. Should the dwelling be occupied prior to an Occupancy Permit being issued, the Purchaser will be fined five hundred dollars (\$500.00).

7. SALE OF RESIDENTIAL LOTS

The Land Division has a three (3) tier process when administrating the sale of residential lots: **1) Request for Proposal (RFP), 2) General Contractor Lot Draw** and **3) General Public Land Sale or Lot Draw (Reserved Lots)** see Figure 1: Residential Land Sale Process.

Up to twenty five percent (25%) of the total number of lots identified in the land sale is subject to the RFP consideration. At the discretion of the Director of Planning and Engineer or Designate, he/sshe may choose not to administer any lots in the RFP, administer less than the maximum twenty five percent (25%) or choose to sell up to twenty five percent (25%) in the RFP. Twenty percent (20%) of the total number of residential lots will be identified as **Reserved Lots** and reserved for the General Public; these lots will be pre drawn by the Land Division team and identified on the land sale maps prior to the release to of a General Land Sale or a Lot Draw. The Reserved Lots give the General Public an opportunity a selection of potentially desirable lots in the Land Sale or Lot Draw.

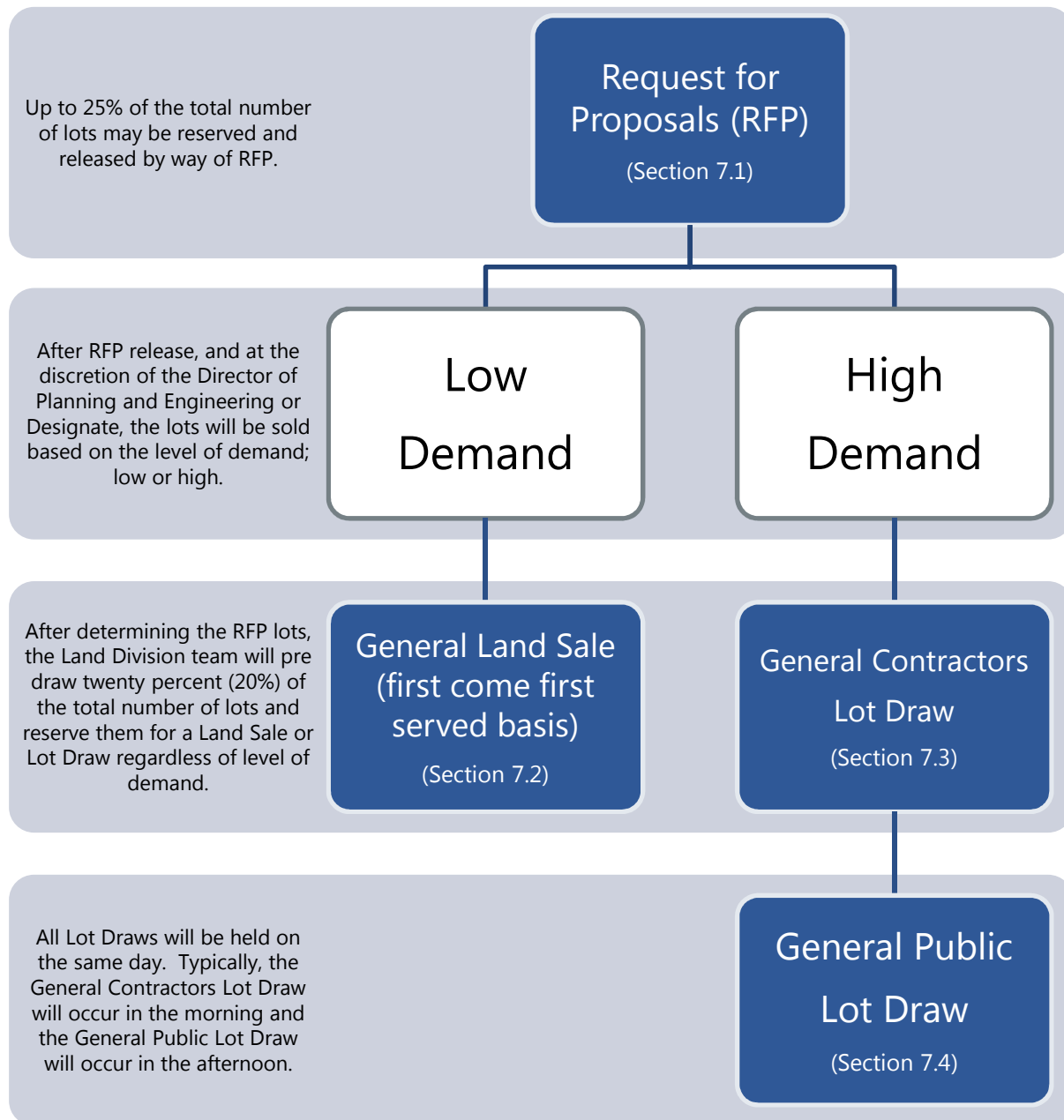


Figure 1: Residential Land Sale Process

7.1 REQUEST FOR PROPOSAL (RFP)

Reason: This option is exercised when the Land Division team recognizes an opportunity to create a unique and cohesive development theme within a lot sale area.

Purpose: A Request for Proposal (RFP) is to request a package from interested parties to submit proposals that encourages new approaches and creativity in meeting the City's development requirements. Architectural control, thematic designs, and landscaping requirements will be the main priorities for these areas.

Procedure: General Contractors and the General Public are invited to participate in the Request for Proposal (RFP). Interested parties can pick up a RFP package at the Planning and Engineering office or retrieve the RFP's from the City's website. A typical RFP package will include, but not limited to:

- Land description;
- Eligibility and submission;
- Information to be submitted;
- Evaluation criteria;
- Selection process;
- Terms;
- General conditions; and
- Land Division/Planning and Engineering contact info.

Interested parties will submit the RFP proposal package to the Planning and Engineering office by the deadline date as indicated in the advertisement. Typically, the RFP process will be administered prior to the General Contractor Lot Draw and the General Public Land Sale or Lot Draw process, however the Director of Planning and Engineering or Designate may authorize additional RFP's within a specific land sale. The number of lots to be included in a RFP(s) is determined by the Director of Planning and Engineering or Designate on a case by case basis and is typically around twenty five percent (25%) of the total number of lots available in the land sale. If no successful submission(s) have been received, then the lots subject to the RFP will be released and made available to the General Contractor Lot Draw.

Stipulations:

- Proposals will only be accepted from groups or individuals with a proven track record in housing development.
- Interested parties must provide evidence of related development experience and financial capabilities as deemed necessary and outlined in the Request for Proposal (RFP).
- Successful submissions that ranked high on the evaluation criteria as outlined in the RFP will be recommended to Council for approval.
- Purchaser(s) must adhere to the terms of the Request for Proposal (RFP).
- Purchaser(s) must adhere to the conditions of the Sales Agreement.

7.2 GENERAL LAND SALE

The Director of Planning and Engineering or Designate will determine if the lots will be sold on a First-Come First-Served basis at the counter or by way of a Lot Draw depending on demand.

The Land Division team will pre draw twenty percent (20%) of the total number residential lots available and identify them as the Reserved Lots for the General Public.

If not all lots identified for the General Contractor Lot Draw (Section 7.3) have been selected and additional lots above the twenty percent (20%) Reserved Lot dedication for the General Public is available; then the additional lots will be administered and sold in the General Land Sale or General Public Lot Draw (Section 7.4).

Reason for General Public Land Sale: If/when the demands for residential lots are deemed to be low and the demand does not warrant a General Public Lot Draw.

Procedure: Any member of the public, which includes members of the General Public or a General Contractor, may purchase a lot at the Planning and Engineering office by way of appointment with the Land Division team member. A minimum of twenty percent (20%) of the total number of lots of the entire land sale will be available at the Planning and Engineering on a First-Come First-Served basis. The Sales Agreement will be drafted for the Purchaser and the City will require that the \$5,000 deposit be used to secure the desired lot(s).

Stipulations:

- General Public must meet the criteria of a General Public - see Section 10 – Definitions. General Contractors must meet the criteria of a General Contractor - see Section 10 – Definitions.
- A member of the General Public that has successfully purchased a lot may not purchase another lot from the City for three (3) consecutive years.
- In the General Public Land Sale, persons identified as a General Contractor may purchase more than one (1) lot at a time.
- Anyone wishing to purchase a lot must fill out the required information on the Residential Land Sale Information Form (Appendix B) which is to be submitted to the Land Division team.
- Purchaser(s) must adhere to the conditions of the Sales Agreement.

7.3 GENERAL CONTRACTOR LOT DRAW

Reason: This option is exercised if/when the demands for residential land sales are deemed to be high.

Procedure: General Contractors are invited to participate in the General Contractor Lot Draw. The General Contractor Lot Draw will be advertised by one or more of the methods described in Section 4. General Contractors are not able to select the lots identified as the Reserved Lots for the General Public.

The number of lots identified to be released in the General Contractor Lot Draw will be the total number of lots less the successful lots sold through the RFP process and less the number of lots reserved for the General Public.

The General Contractor Lot Draw will commence at the time and date that was indicated in the advertisements. Members of the Land Division team will draw the names of the Contractors present. General Contractors will choose one lot when their company name is drawn by the Land Division team; the individual representing the company will select a lot on the land sale map. The Land Division team will draw until the lots available for the General Contractors have been selected or the demand is exhausted. The Sales Agreement will be drafted for the Purchaser and the City will require a \$5,000 deposit to secure the desired lot(s) before the end of the day of the Lot Draw.

Stipulations:

- General Contractors must meet the criteria of a General Contractor - see Section 10 – Definitions.
- Registration is required if indicated in the advertisement for the lot draw.
- A registration deposit of \$5,000 per General Contractor is required to participate in the Lot Draw. Should a General Contractor be successful in obtaining a lot, the deposit will be used toward the deposit for the Sales Agreement. Should the General Contractor obtain more than one lot, a \$5000 deposit is required to secure each additional lot as part of the Sales Agreement. Should the General Contractor not obtain a lot; the registration deposit will be returned after the conclusion of the Lot Draw.
- If the Principal Owner of the General Contracting company cannot attend the General Contractor Lot Draw; a letter authorizing representation of a duly appointment officer for their Company is required at the time of registration or prior to the General Contractor Lot Draw (Appendix A.1)(See Section 5. h).
- Should a General Contractor register more than one company for a lot draw, an authorized representative must be present to represent the additional company at the draw. (Appendix A.1)(See Section 5. h).
- The City will not do third party transfers of title. Title transfer will be provided to the successful participant that attended the Lot Draw or provided a letter authorizing representation at the Lot Draw.
- Once the selected General Contractor indicates which lot they wish to purchase a Residential Land Sale Information Form (Appendix B) is required to be submitted to the Land Division team before 5:00 pm of the day of the Lot Draw.
- Purchaser(s) must adhere to the conditions of the Sales Agreement.

7.4 GENERAL PUBLIC LOT DRAW

Reason for General Public Lot Draw: If/when the demands for residential lots are deemed to be high and the demand warrants a General Public Lot Draw.

Procedure: The Land Division team will pre draw twenty percent (20%) of the total number residential lots available and identify them as Reserve Lots for the General Public. The Lot Draw advertisement will include both information regarding the General Contractor and the General Public Lot Draw. Typically, both draws will occur on the same date.

The General Public Lot Draw will commence at the time and date that was indicated in the advertisements. Members of the Land Division team will draw the names of the person present. If/when the person is drawn; they will indicate to the Land Division team which pre drawn General Public Reserved Lot they wish to purchase on a map illustrating the subdivision plot of the residential lot draw. The Sales Agreement will be drafted for the Purchaser and the City will require that the \$5,000 deposit be used as a deposit to secure the desired lot before the conclusion of the day that the lot draw occurred.

Stipulations:

- Registration is required if indicated in the advertisement for the lot draw.
- A person that is also considered a General Contractor is able to participate in the General Public Lot Draw as a member of the General Public and not as a General Contractor. Therefore, the Land Division will not transfer lots awarded in the General Public lot draw to the General Contractor's company/corporation name and they cannot self-remit the GST.
- A registration deposit of \$5,000 per participant of the General Public is required to participate in the Lot Draw. Should the participant of the General Public be successful in obtaining a lot, the deposit will be used toward the deposit for the Sales Agreement. Should the member of the General Public not obtain a lot; the registration deposit will be returned after the conclusion of the Lot Draw.
- General Public must meet the criteria of a General Public - see Section 10 – Definitions.
- All lots sold in the General Public Lot Draw will require transfer of title to an individual(s) that are present at the Lot Draw unless A Letter of Declaration/Authorization (Appendix A.2) is submitted to the Land Division authorizing representation of the individual OR identifies additional Purchasers to be included in the Sales Agreement.
- The Sales Agreement is not transferrable unless under extreme circumstances and approved by the Director of Planning and Engineering or Designate; a written explanation for the transfer of names(s) is required.
- One registration per family – Family refers to the immediate family (Spouse, father, mother and children) who have resided in the same residence as the applicant at any time within 3 months immediately preceding the date of the draw. Photo ID showing home address is required at the time of registration.
- All persons participating in the General Public Lot Draw must pay GST on the purchase price of the lot.

- Once the selected General Public Lot Draw participant indicates which lot they wish to purchase; they will be required to fill out the required information on the Residential Land Sale Information Form (Appendix B) and the form must be submitted to the Land Division team by 5:00 pm the day of the lot draw. The form should be fully reviewed by the Purchaser and confirmation that the information provided is accurate and thoroughly reviewed.
- Purchaser must adhere to the conditions of the Sales Agreement.

8. RESIDENTIAL LOT RETURNS

In the event that the Purchaser wishes to return a residential lot purchased from the Land Division, the following policies and fees apply:

- a. A Purchaser may return a residential lot within **fourteen (14) days** from the effective date as indicated in the Sales Agreement. A five hundred dollar (\$500.00) administration fee will be retained by the City and the balance of the deposit will be returned.
- b. The Purchaser shall submit a Letter of Advice (Appendix C) explaining that the Purchaser wishes to return the lot and has no further interest in the respective residential lot.
- c. If a Letter of Advice is not received by the City of Lloydminster within **seven (7) days**, then the Individual/General Contractor is not entitled to purchase any other lots in the current residential land sale that the lot was purchased and returned from or the next residential land sale at the discretion of the Director of Planning and Engineering or Designate.

9. INDUSTRIAL AND COMMERCIAL LAND SALE POLICY AND PROCEDURES

This section describes the policies and procedures administered for the sale of industrial and commercial land. Industrial and commercial lots may be advertised as per Section 4: Advertising and Marketing of Lots, and will be administered on a First-Come-First-Served basis by way of appointment with a member from the Land Division team.

Lot Prices: Lot Prices shall be approved by Council on a per acre basis. Any amendments to the purchase price per acre shall be presented to Council for approval. Administration may recommend to Council amendments to the price per acre should significant changes to the development cost or a fluctuation in the market occur.

Process: Once terms and conditions have been negotiated between Administration and the interested party, Administration shall direct legal counsel to draft a Sales Agreement. The draft Sales Agreement will be forwarded to the Purchaser or the Purchaser's solicitor for review and comment. The final Sales Agreement will be executed by the Purchaser and returned to the Land Division for execution by City Officials once Council approval has been received (Vendor Conditions). The following is the basic outline of the Sales Agreement:

Payment Schedule:

- 5% of the Purchase Price is due within five (5) days of acceptance of the offer.
- 5% of the Purchase Price is due upon the removal of conditions
- Balance of the Purchase Price upon closing.

Vendor Conditions:

- Council Approval of the Land Sale Agreement.

Purchaser Conditions:

- Discussed at the time of the meeting with a representative of the Land Division team. Purchaser's negotiated conditions shall be incorporated in the Sales Agreement.

Building Requirements:

- The Purchaser shall obtain the appropriate development and building permit approvals and commence construction on a building within one (1) year of the date of closing.
- The Purchaser shall have a valid occupancy permit within two (2) years from the date of closing.
- The Land Division team shall review the building plans to ensure that there are architectural considerations for the building and its surroundings.

Re Purchase Clause:

- Should the Purchaser fail to meet the building requirements as per the Sales Agreement, the Vendor may exercise the Option to Purchase the land back at ninety five percent (95%) of the purchase price as per executed Sales Agreement.

General information:

- The City shall provide the Purchaser an environmental site assessment if available. If an environmental site assessment is not available, it is the responsibility of the Vendor to obtain one should it be a condition of the Sales Agreement or required for financing.
- Timelines, terms and conditions are negotiable on a case by case basis.
- Municipal services and connections will be provided by the City to the property line of the lot/land.
- Connection to utility and municipal infrastructure is the responsibility of the Purchaser. The service connections shall include, but not limited to electrical including transformer, water, sanitary sewer, storm sewer, driveway crossings, spur track, gas, cable, internet and telephone.
- Any additional development and/or infrastructure required on the property are the responsibility of the Purchaser.

- It is the Purchaser's responsibility and due diligence to review and investigate (but not limited to) the following:
 - Visually inspecting the lot(s);
 - Attain legal counsel;
 - Encumbrances;
 - Engineering elevation designs;
 - Utility line locations;
 - Land Use Bylaw regulations;
 - Easements;
 - Existing or proposed vicinity or adjacent developments (zoning and designations); and
 - Familiarity with the conditions and regulations regarding the Sales Agreement.

- Land Division encourages the Purchaser to consult with appropriate City administration, external departments and agencies in order to determine the feasibility of their proposed development.
- The Sales Agreement cannot be assigned to another party without the approval of the assignee of the Land Division.

Real Estate Agent Fees: A Real Estate Agent may sell a City owned commercial or industrial lot. The City will pay Real Estate Agent Fees upon closing based on the total purchase price indicated in the Sales Agreement at the below rates:

- Three percent (3%) for the first \$1 - \$500,000
- One percent (1%) for \$500,001 or more

10. DEFINITIONS

Balance of the Purchase Price: the total of the purchase price for a lot, less the amount of the deposit paid at the time of the execution of the Sales Agreement.

City: the Municipal Corporation of the City of Lloydminster and the Vendor.

Commence Construction: that all applicable permits have been attained and actual physical construction has commenced on the lot site in accordance with the plans submitted to the City's Planning & Engineering Department.

Complete Construction: that construction of a residential building on a residential lot is complete and the building is built to the National Building Code of Canada and abides to the City's current Land Use Bylaw.

Council: the Municipal Council of the City of Lloydminster.

Deposit: For the residential land sale, a monetary amount in Canadian dollars equal to five thousand (\$5,000). A cheque will be collected at the registration stage and will be put towards the total purchase price of the lot. For the industrial/commercial land sale, a monetary amount in Canadian dollars equal to the amount as required as per the Sales Agreement.

Director of Planning and Engineering or Designate: the appointment authority granted by Council to administer the Land Sales Policy and Procedures of the City. A designate, may act on behalf of the Director of Planning and Engineering in his/her absence.

Encumbrances: an encumbrance required to be registered on the land title to protect utility services, restrict the development on a residential lot or notify prospective purchasers and landowners in the vicinity regarding unique features of a residential lot. Encumbrances are not solely restricted to the City of Lloydminster; they may include but are not limited to easements, right-of-ways and restrictive covenants.

First-Come First-Served: potential purchaser is served in the order that they arrive at Planning and Engineering office without biases or preference.

General Contractor: sometimes referred to as "Contractor", means a provincially registered Company of Alberta or Saskatchewan, having a City of Lloydminster business license at the time of building or selling whose principal function is to build and sell residential homes/condominiums and has a GST number relating to the General Contractor company and who is enrolled with a New Home Warranty Program (see Section 5.a.).

General Public: sometimes referred to as "Individual", means all members of the public that are not represented by a company/business/corporation and especially not representing themselves as a General Contractor (see definition).

GST: means Goods and Service Tax payable pursuant to the Excise Tax Act of Canada which is payable on the purchase price, or portion thereof. General Contractors with GST numbers may complete the GST
City of Lloydminster – Land Division: Land Sale Policy and Procedures

Certificate/Warranty Given By Purchaser that forms part of the Sales Agreement to qualify to self-remit the GST.

Land Division: is an extension of Planning and Engineering at the City of Lloydminster that plans, engineers and delivers quality residential, commercial and industrial land in the City of Lloydminster. The Land Division team is the administrative body that releases the residential land sales as per the Land Sale Policy and Procedures endorsed by Council.

Lot Sale Draw: a means of selling residential lots by way of lottery system.

New Home Warranty: is a contract or agreement between the homeowner and the issuing company. New Home Warranty program protects the homeowner against the cost of repair or replacement, or actually furnishes repair or replacement, of any structural component or appliance of a home, caused by normal wear and tear or a defect of a structural component or appliance. Please refer to Section 5.a. for a list of City recognized New Home Warranty programs.

Payment Method: all payment methods are to be made in Canadian currency. Deposits are required to be paid by personal cheque and the remaining balance to be paid by either personal cheque or by way of funds held in Trust submitted by the Purchaser's lawyer. Cash, Credit Cards, Debit Cards or Bank Notes are NOT accepted.

Planning and Engineering: is a department of the City that provides planning, engineering, and management of the City's primary long term and current growth.

Purchaser: A General Contractor or the General Public who has exercised the Sales Agreement with the City to purchase a lot.

Purchase Price: the full purchase price of the lot approved by Council. The purchase price does not include GST.

Occupancy Permit: means an approval permit granted by the City's contracted Building Inspection Services allowing the dwelling unit to be occupied upon approval of the necessary inspections

Reserved Lots: Lots pre drawn and reserved for the purpose of providing the General Public an opportunity to draw lots in different areas of the lot draw in a fair and equitable manner. The number of Reserved Lots will be determined as twenty percent (20%) of the total number of residential lots sold in a land sale.

Sales Agreement: A legal contract outlining the terms and conditions that obligates a vendor to sell a product to a purchaser. Land sold on the Saskatchewan side will require entering into an Option to Purchase Agreement to transfer the Vendor owned land to the Purchaser under certain terms and conditions. Land sold on the Alberta side will require entering into an Agreement for Purchase and Sale to transfer the Vendor owned land to the Purchaser under certain terms and conditions.

**APPENDIX A.1:
LETTER OF DECLARATION/AUTHORIZATION
FOR GENERAL CONTRACTORS**

CITY OF LLOYDMINSTER – LAND DIVISION



LETTER OF DECLARATION/AUTHORIZATION

Last updated: 2014-04-28

To Director of Planning and Engineering,

RE: Appointing an Authorized Officer to Represent

I _____ (**Principal Owner**) of _____ (**General Contractor Company**) hereby appoint _____ (**Appointed Company Official**) to represent my Company and participate in the General Contractor Lot Draw for _____ (**Lot Draw Name/Phase**) on _____ (**Date of Lot Draw**).

Date

Signature – Principal Owner

Name & Signature
Administration – Land Division

APPENDIX A.2:
LETTER OF DECLARATION/AUTHORIZATION
FOR GENERAL PUBLIC

CITY OF LLOYDMINSTER – LAND DIVISION



LETTER OF DECLARATION/AUTHORIZATION

Last updated: 2014-04-28

To Director of Planning and Engineering,

RE: Appointing an authorized representative or identifying additional purchasers

I _____ **(Name)** hereby

a) appoint _____ **(Name)** to represent me in my
absence in the General Public Lot Draw

OR *(cannot be both a and b)*

b) Wish to include _____ **(Name)** to be added to be
included in the Sales Agreement and shown on title of the lot upon title
transfer.

for _____ **(Lot Draw Name/Phase)** on _____ **(Date of Lot Draw)**.

Date

Signature

Name & Signature

Administration – Land Division

**APPENDIX B:
RESIDENTIAL LAND SALE INFORMATION FORM (SAMPLE)**

CITY OF LLOYDMINSTER – LAND DIVISION



RESIDENTIAL LAND SALE INFORMATION

Last updated: 2014-04-28

Date: <Date of Lot Draw>

Circle one: General Contractor Lot Draw General Public Lot Draw

Purchaser's Information	Name(s)/Company:		
	Mailing Address:		
	Phone Number:		
	Email Address:		
Surface Parcel #			
Land Description	LOT:	BLOCK:	PLAN:
Civic Address			
Effective Date <small>(entered into the Residential Option to Purchase Agreement)</small>	<Date of Lot Draw>		
Purchase Price	\$		
(Deposit)	\$	Date Received:	
Closing	<Date>		
Balance of the Purchase Price <small>(due upon closing)</small>	\$	Date Received:	
	<small>(Remainder of the Purchase Price less the deposit)</small>		
Will the funds be held in Trust with Purchaser's Lawyer? (Circle)	YES	NO	If yes, please provide complete provide information requested under Purchaser's Lawyer Contact Information.

Purchaser's Lawyer Contact Information	Law Firm: Lawyers Name: Law Firm Mailing Address: Lawyers Phone Number: Lawyers Email Address:
GST Self-assessed? (For General Contractors Only)	<p style="text-align: center;">YES NO</p> <p>IF yes: Purchaser must fill out Option to Purchase - "Schedule B" GST Certificate/Warranty Given By Purchaser form. GST Registration number required.</p> <p>IF no: Vendor will include the GST to the purchase price.</p>
Architectural Guidelines and Controls Note: Architectural Guidelines may vary for each lot draw/land sale.	City will register a Restrictive Covenant on title to ensure that the Architectural Guidelines and Controls are met. The Restrictive Covenant will automatically expire <Date>. Plans will be reviewed and written approval will be given if guidelines are met.
Repurchase Option	If the purchaser does not meet the conditions within the executed Residential Option to Purchase, the City has the option to repurchase the lot up until <Date>.
Important Dates	Commencement of construction: <Date>. Complete Construction/Occupancy: <Date>.

I _____ (**Purchaser**) acknowledge that the above information has been reviewed and is accurate.

Date

Purchaser Signature

Name & Signature

Administration – Land Division

APPENDIX C:
LETTER OF ADVICE REGARDING RETURNING OF A LOT

CITY OF LLOYDMINSTER – LAND DIVISION



LETTER OF ADVICE

Last updated: 2014-04-28

To Director of Planning and Engineering,

RE: Return of a Residential Lot

I _____ (**Purchaser**) wish to return **Lot** _____, **Block** _____,

Plan _____ **civic address** _____. By signing this letter, I hereby claim I have no further interest in the said lot and forfeit a portion or all of the deposit as per the City of Lloydminster's Residential Land Sales Policy and Procedures.

Date

Signature – Purchaser

Signature

Administration – Land Division