

TOWN OF STETTLER

Prepared By: Administration Number: V-4(c)
Adopted By: Town of Stettler Council Original Policy: 1996 10 08
Previous Policy: 2005 06 07
2007 05 15
Current Policy: 2020 12 15

Title: **Marketing of Town of Stettler Residential/Commercial Property**

Purpose: To encourage marketing of Town of Stettler lands for residential development.

Policy Statement: 1. Single Lot Purchase

- a) A purchaser shall enter into a Town of Stettler Single Lot Land Purchase Agreement.
- b) Down Payment - Minimum 10% of purchase price with the remainder to be paid in 180 days from the date the Town of Stettler Single Lot Land Purchase Agreement is entered into.
- c) Cancellation of Purchase - Should a Purchaser fail, neglect or refuse to commence erection of a building on the said land as set out in paragraph 1 of the Town of Stettler Single Lot Land Purchase Agreement, the Town shall have the right to cancel the sale of the said land to the Purchaser. In case of cancellation of a sale the refund to the Purchaser shall be the purchase price paid the Town less 3% of the total purchase price, and less any taxes and penalties remaining unpaid by the Purchaser with respect to the said land; and from the date of mailing of the notice of cancellation the Purchaser shall cease to have any interest or equity in the said land.
- d) Building Commitment - 1 year from date of purchase.
- e) The Town of Stettler will hold lots for 72 hours from the date and time of the signing of a letter of intent without a deposit to allow the person/company an opportunity to determine if their development will meet Town of Stettler Land Use Bylaw requirements.

- f) The Town of Stettler will not consider a sale as valid until the correct down payment has been received.

2. Multiple Lot Purchase

- a) A Purchaser shall enter into a Town of Stettler Multiple Lot Land Purchase Agreement.

- b) Discount for Multiple Lot Purchases

- (i) Purchase of 2 or 3 Lots the discount shall be 3% per lot.

- (ii) Purchase of 4 or more lots the discount shall be 6% per lot.

- (iii) Quantification for a multiple lot discount applies at time of purchase and cannot be accumulated or carried forward into the future, unless the purchaser is temporarily restricted from purchasing additional lot(s) as a requirement of a lot draw process or another procedure as determined by Town Administration.

- c) Cancellation of Purchase - Should a Purchaser fail, neglect or refuse to commence erection of a building on each individual lot as set out in paragraph 1 of the Town of Stettler Multiple Lot Land Purchase Agreement, the Town shall have the right to cancel the sale of the individual lot to him. In case of cancellation of a sale the refund to the Purchaser shall be the sale price paid the Town for the individual lot less the discount given at the time of purchase, and less any taxes and penalties remaining unpaid by the Purchaser with respect to the individual lot so returned. From the date of mailing of the notice of cancellation the Purchaser shall cease to have any interest or equity in the individual lot referred to in the notice.

In any event, upon the return of a lot(s)/cancellation of purchase, the actual multiple lot discount given to the entire original purchase will be re-quantified and retroactively adjusted to correspond with the appropriate percentage applicable in Section 2, if any.

d) Down Payment

A sliding scale down payment will apply to the total sales price for the number of lots purchased, after the applicable discount has been applied, with the outstanding portion of the total purchase to be paid 240 days from the date the Purchase Agreement is entered into.

No. of Lots. Down Payment	1 @ 10%	2 @ 12.5%	3 @ 15%	4 @ 17.5%	5 @ 20	6 @ 22.5%	7 @ 25%	8 @ 27.5%
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e) Building Commitment - 1 year from the date of purchase.

f) The Town of Stettler will hold lots for 72 hours from the date and time of the signing of a letter of intent without a deposit to allow the person/company an opportunity to determine if their development will meet Town of Stettler Land Use Bylaw requirements.

g) To qualify for a multiple lot purchase and applicable discount purchases must be made within 14 days of the original purchase date.

h) The Town of Stettler will not consider a sale as valid until the correct down payment has been received.

3. Local Agent/Realtor Incentive

a) A local agent/realtor is any agent who holds a valid resident (local) business license in the Town of Stettler. The resident (local) business license is defined as "any business or person who maintains a permanent place of business within the Town or County of Stettler".

b) Non-resident agent/realtors (outside of the Town and County of Stettler) are eligible for the incentive if the non-resident agent/realtor is in partnership with a local agent/realtor, in good standing and if the non-resident agent/realtor holds a valid non-resident business license.

- c) The incentive remuneration of 5% of the sale price (excluding GST) will be paid to local agent/realtors who are involved in the transaction upon final payment and closing of a Town of Stettler owned property purchase.
- d) Conditions of lot purchases as set out in Policy Statement 1 and 2 including conditions set out in our Purchase Agreement apply for all purchases that involve an agent/realtor.
- e) All agent/realtor assisted sales require the Purchaser Application Form completed in full as well as a Letter from the purchaser acknowledging agent/realtor representation.
- f) Local Agent Realtors involved in the transaction that are directors or shareholders of the company purchasing the property will not receive a referral or finder's fee.



Purchaser Application Form
Planning and Development Services
5031 – 50 Street, Box 280
Stettler, AB T0C 2L0

DOCUMENT CHECKLIST

To be considered, a submission must be complete and include the following:

- Completed Purchaser Application form
- Letter from the Purchaser acknowledging a Local Agent Realtor representation (*if applicable*)

Please submit you completed Purchased Application Form by email, courier, or personal delivery to:

Town of Stettler
Planning and Development Services
5031 – 50 Street
Box 280
Stettler, AB T0C 2L0
lgraham@stettler.net



Please complete this form if you are interested in purchasing land from the Town of Stettler. The information you provide is not an offer or contract and does not constitute an interest in land. The purpose of this form is to provide information to the Town of Stettler regarding a desire to purchase a property. The completion and tendering of the form is in no way an obligation for the applicant to purchase the property in question and is not in any way binding upon the Town of Stettler. It is for informational purposes only.

PROPERTY REQUESTED

Lot*	
Block*	
Plan*	
Municipal Address(es)*	
List Price <i>(Plus GST)</i>	
Total Purchase Price Offer* <i>(Excluding GST)</i>	

CONTACT INFORMATION

Purchaser's Name* <i>as it would appear on title</i>	
Contact Person*	
Phone Number*	
Fax Number	
Email Address*	
Mailing Address	
City	
Province	
Postal Code	
GST Registration No.* <i>GST is the responsibility of the Purchaser</i>	

* Indicates a required field



LAWYER INFORMATION (IF APPLICABLE)

Name and Firm	
Phone Number	
Fax Number	
Email Address	
Mailing Address	
City	
Province	
Postal Code	

LOCAL AGENT REALTOR (IF APPLICABLE)

If using a Local Agent Realtor, all negotiations must take place through them. Local Agent Realtors involved in the transaction that are directors or shareholders of the company purchasing the property will not receive a referral or finder's fee.

Agent's Name and Brokerage*	
Agent's Phone Number*	
Agent's Fax Number	
Agent's Email*	

HOW DID YOU HEAR ABOUT THE LISTING?

<input type="checkbox"/> Local Agent Realtor <input type="checkbox"/> Stettler.net <input type="checkbox"/> Direct Mail <input type="checkbox"/> Tender/Request for Bid <input type="checkbox"/> Social Media	<input type="checkbox"/> Other:
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Signature

Date

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 the property sale transactions with the Town of Stettler. It is protected by the privacy provisions of the Freedom of Information and Protection of Privacy Act.