

The Municipality of Oakland-Wawanesa  
Policy & Procedure Manual

Policy  
# PR001

Reference: Property	Classification: Policy
Subject: Land Disposition Policy	Pages: 4
Authority: Resolution of Council	Effective Date: April 20, 2021
Approved: April 20, 2021	

**Purpose:**

The purpose of this policy is to establish policies and procedures to be followed in the disposition of Municipally owned Real Property.

**Definitions:**

“administration” means the Chief Administrative Officer of the Municipality or designate.

“as is” means without regard for state of repair, location of any and all structures, walls, retaining walls or fences (freestanding or otherwise) or encroachment by buildings or fences or otherwise, on the land or adjoining properties or streets, and without warranty or representation as to use, environmental contamination, hazards or risks.

“civic lands” means lands used by the Municipality for such things as office facilities; operational facilities and grounds; recreational facilities, grounds and parks; drainage ditches, ponds, dikes, infrastructure and fibre corridors; and reserve lands.

“developable lands” means land that is capable of sustaining development and complies with existing development parameters.

“Municipality” means the Municipality of Oakland-Wawanesa and administration acting on its behalf.

“non-developable lands” means land which would, in the opinion of the Administration, be of limited interest to potential purchasers due to size, shape, location, topography, environmental condition, land use restrictions, or any other factor, however may be of interest to adjoining property owners.

“public reserve lands” means land used only for a public park, public recreation area, natural area, planted buffer strip separating incompatible land uses or public works.

“reserved lands” means land which the Municipality intends to develop or use for its future civic purposes and is not available for sale.

“surplus” means land which the Municipality does not have a future need for its use and would be of interest to potential purchasers in the open market due to size, shape, location, topography, environmental condition, permitted land uses or any other factor.

### **Inventory of Land**

The Administration shall maintain an inventory of all municipally owned lands which includes an indication of its development status. The development status shall be indicated in two categories: Civic Lands (fully developed, partially developed and reserved); and Surplus Lands (developable lands, and non-developable lands).

The Administration shall present to Council, at an in-camera meeting, an inventory of lands and development status every two years for approval. Prior to submission, the Administration will evaluate the lands with the following criteria:

- size of the lands
- existing structure
- the value and marketability of the lands
- availability of infrastructure such as water, sewer, hydro etc.
- development challenges such as zoning, lot shape, drainage, elevation, easements, encumbrances, potential of flooding etc.
- regulation restrictions such as Manitoba Highways, heritage status, environmental regulations

Council may direct the Administration to have a formal appraisal conducted on any lands prior to offering the lands for sale.

### **Procedures for the Disposal of Surplus Lands**

#### **General Provisions**

All Surplus Lands shall be disposed of with the best interest of the Municipality in mind.

All sales of Surplus Lands shall be on an “as is/where is” basis and all development related costs are the responsibility of the purchaser.

All sales are subject to the addition of the Goods & Service Tax. The Land Transfer Tax, if applicable, is additional to all costs noted in this policy, which will be charged by the Property Registry upon registration of the Transfer of Land and is the full responsibility of the purchaser.

The minimum frontage for lot development shall be 50’ unless otherwise determined by Council.

## Developable Lands

Every two years, the Administration will proceed with a call for proposal for the sale and development of all Developable Lands.

The proposal shall include conceptual plans or sufficient details illustrating the proposed development, use and/or improvements to the property for review by the Administration.

The Administration shall summarize the proposals received and provide a recommendation to Council for decision.

Unless purchased for additional yard space, all purchasers of Developable Lands shall be subject, under an Offer to Purchase Agreement to be registered on the lands, to a two-year deadline from the date of possession to apply for a development permit and where necessary, a building permit, and proceed promptly with construction in accordance with applicable by-laws, unless an extension from Council to extend the time period is granted prior to the expiration of the two-year period.

The purchaser shall provide the Municipality with a registerable transfer of land, which would allow the land to revert back to the Municipality, should the purchaser fail to apply for and be in receipt of the required development permit and where necessary, a building permit, at the expiration of the two-year period, unless an extension from Council to extend the time period is granted prior to the expiration of the two-year period.

Should no proposal be received, a list of available lands will be posted on the Municipality's website and offers will be received on a first-come first-serve basis.

## Non-Developable Lands

The disposal of Non-Developable Lands shall be only to adjoining property owners. The Administration shall notify, in writing, the adjacent owners(s) of the lands available for sale.

Should only one adjoining property owner be interested in purchasing the lands, the Administration shall finalize the sale.

Should two adjoining property owners be interested in the lands, a general rule shall be to subdivide the lands equally, with all costs associated with the subdivision the full responsibility of the adjoining property owners.

Should two adjoining property owners be interested in the lands as a whole, they shall each submit a proposal to the Administration for review. Administration will evaluate the proposals and intended use of the lands, including compliance with existing development parameters and prepare a report summarizing the proposals received for Council decision.

### Public Reserve Lands

The Municipality will not normally dispose of public reserve lands. In those rare instances where it is in the best interest of the Municipality to dispose of reserve lands, the disposal shall be in accordance with *The Planning Act*.

### Public Rights-of Way, Streets, Lanes and Walkways

In the instance where it is in the best interest of the Municipality to dispose of a public right-of-way, street, lane or walkway, the disposal shall be in accordance with *The Municipal Act*.

If Council is in agreement with the disposal, all costs associated with the required closure for said disposal shall be paid upfront by the Municipality and reclaimed through the sale.

OFFER TO PURCHASE AGREEMENT

I/we \_\_\_\_\_  
(Full and complete legal name(s) as they will appear on Land Transfer)  
(Hereinafter called "the Purchaser")

Of \_\_\_\_\_  
(Address)

Do offer and make application to the Municipality of Oakland-Wawanesa,  
(hereinafter called "the Municipality", to purchase the following land:

Lots \_\_\_\_\_ Block \_\_\_\_\_ Plan \_\_\_\_\_ BLTO (if applicable)

AND/OR

Section \_\_\_\_\_ Township \_\_\_\_\_ Range \_\_\_\_\_ WPM  
(hereinafter called "the land")

for the sum of \_\_\_\_\_ (not including certain additional deposits as  
specified later in the body of this agreement)

for the purpose of \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

1. The Purchaser agrees that the acceptance by the Municipality of the payment of the purchase price or part thereof shall not of itself constitute acceptance of this offer. Said offer is subject to acceptance and ratification by Council resolution approving sale of the land. If the offer is not accepted by the Municipality the Purchaser shall be refunded the moneys paid to the Municipality less any amounts to which the Municipality may be entitled pursuant to any provisions contained in this agreement.
2. The Purchaser agrees that when the Purchaser is advised by letter from the Municipality that this offer has been accepted, the Purchaser will pay the above mentioned sum within sixty (60) days from the date on said letter prior to a land transfer being issued by the Municipality.
3. The purchaser agrees that the date of purchase shall be deemed to be the date of passing of a resolution by Council approving the land transfer.

In the event that the Purchaser is allowed by the Municipality to occupy or to enter into and upon the land for any reason prior to title to the land being transferred to the Purchaser, the Purchaser will and does hereby indemnify and save harmless the Municipality from and against all liabilities, damages, costs, claims, suits or actions as a result of injury or death or property damage occurring at any time to the Purchaser or to any member of the Purchaser's family or to any invitee, licensee, agent or employee of the purchaser while in or about the land.

4. The Purchaser agrees to construct a dwelling on the land within two years of the date of purchase of said land in accordance with Schedule "A" attached hereto and forming part of this Agreement, unless an extension from Council to extend the time period is granted prior to the expiration of the two-year period. Said dwelling shall conform to the provisions of the Municipality's Zoning By-law and all amendments thereto. The Purchaser further agrees to make application for a Development Permit and if necessary, a Building Permit prior to commencement of any construction upon the land.
5. Subject to Clause 11, the Purchaser agrees that if the dwelling mentioned in Section 4 is not substantially completed as defined in *The Builders Liens Act*, in the opinion of the Municipality, within two years from the date of purchase of the land, this offer and the acceptance and agreement constituted thereby may be cancelled by the Municipality and the Purchaser agrees to provide forthwith on demand by the Municipality, a registerable transfer of land vesting title to the land in the name of the Municipality. Immediately upon receipt of said transfer of land the Municipality agrees to refund to the Purchaser the purchase price of the land less applicable property taxes on the land and less five hundred dollars (\$500.00) non-refundable deposit or five (5) percent of the purchase price of the land whichever is greater.
6. The Purchaser agrees that the Purchaser shall, at the Purchaser's expense, obtain all necessary legal surveys including pinning of lots to ensure the proper location of the land prior to commencement of construction. The Purchaser also agrees to provide the Municipality with a certified copy of a surveyor's certificate showing the location of all buildings located on the land, upon completion of construction.
7. The Purchaser agrees to install sewer services to the dwelling located upon the land in accordance with Manitoba Conservation regulations and provide the Municipality with a copy of the approved application issued by the Manitoba Conservation.

8. The Purchaser hereby directs and authorizes the Municipality to forward all documents to vest title to the land in the name of the Purchaser to:

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(Name of Solicitor and Firm)

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(Complete address of Firm including postal code)

9. Subject to Section 11, the Purchaser agrees that the land shall not be sold by the Purchaser prior to completion of construction of the dwelling mentioned in Section 4. The Purchaser further agrees that if any attempt is made to sell, or offer for sale, the land, prior to completion of construction of said dwelling to the Municipality's satisfaction the Municipality shall have the right to cancel this agreement and to demand from the Purchaser a transfer of land vesting title to the land in the name of the Municipality and the Purchaser shall forthwith comply with said demand by the Municipality.
10. The Purchaser herewith deposits with the Municipality the sum of \$500.00. Said deposit shall be retained by the Municipality if for any reason this application and offer to purchase land is cancelled.
11. It is agreed that in the event of failure of the Purchaser to sell his existing principle residence and upon the Purchaser providing proof to the Municipality that all reasonable efforts were made to do so, or in the event of other extenuating circumstance beyond the Purchaser's control which, in the sole opinion of the Municipality, is likely to have prevented construction pursuant to the time period contained herein, the Municipality may, at the sole discretion of the Municipality, review a request for an extension of time limits for construction.

PURCHASER \_\_\_\_\_

PURCHASER \_\_\_\_\_

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

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(APPLICATION/OFFER RECEIVED BY) (Print name and initial)

OFFER TO PURCHASE AGREEMENT  
SCHEDULE "A"

CONSTRUCTION AND USAGE GUIDELINES

***SEWER SYSTEM***

Property owners are responsible for contacting and registering their system with Manitoba Conservation.

***UTILITIES***

Property owners must make their own arrangements with utility companies for hook-up. Property owner is responsible for the cost of moving the hydro pole(s) if necessary.

***BUILDING CODES***

All dwellings and structures built must comply with:

- i) The Manitoba Building Code.
- ii) Municipal by-laws except as altered by this Agreement of Purchase and Sale

***BUILDING SPECIFICATIONS***

Building specifications will be reviewed with the Purchaser in accordance with municipal by-laws. The Building Inspector may have additional specifics to review with the Purchaser.

All dwellings being relocated onto the property must, in addition to satisfying building code requirements, be pre-approved by the Municipality. The Municipality may deny permission to relocate based upon age, general appearance or condition of such a dwelling.

***ACCESSORY BUILDINGS***

Accessory buildings for purposes incidental to residential occupations (eg. garages, storage sheds and workshops) shall be permitted provided that:

- i) they comply with the Manitoba Building Code;
- ii) they comply with Municipal By-laws;
- iii) a building permit is obtained prior to construction;
- iv) the square footage of same does not exceed the ground floor square footage of the residence;
- v) front and side yard set backs are at least equal to those for the residence.



## ***PROPERTY MAINTENANCE***

The property owner shall be responsible to maintain their property and the exterior of all buildings in a tidy and reasonable manner. This shall include, but not be limited to: grass cutting, tree trimming, weed control, general cleanliness, and maintenance of exterior paints and finishes. The Municipality shall, after reasonable notice to the property owner, have the right to enter onto the property and to cause neglected maintenance work to be undertaken. The costs of same to the Municipality shall be charged to the property owner and if not paid may be added to the property tax rolls for that property.

## ***MISCELLANEOUS***

All Municipal by-laws will apply to this property.

### **Sundry Information**

**For further information, please contact:**

Chief Administrative Officer  
Municipality of Oakland-Wawanesa  
Telephone (204) 824-2666  
Email: [CAO@oakland-wawanesa.ca](mailto:CAO@oakland-wawanesa.ca)

### **Municipal Office Hours:**

8:30 a.m. to 4:30 p.m. Monday to Friday

### **Building Permits**

Office of the Fire Commissioner (204) 761-9763

### **Brandon Land Titles Office:**

To register Transfer of Title, Purchasers may retain their own legal counsel, or have the Municipal Solicitor register the transfer on their behalf. The cost, payable prior to the transfer, is to be determined at the time of transfer. Kindly provide the municipal office with the name and address of your legal counsel, or if you wish the Municipal Solicitor to register the documents on your behalf.

**Municipality of Oakland-Wawanesa**

**For Administration Purposes Only**

Applicant: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

**DESCRIPTION OF PROPERTY:**

Lot \_\_\_\_\_ Block \_\_\_\_\_ Plan \_\_\_\_\_

Section \_\_\_\_\_ Township \_\_\_\_\_ Range \_\_\_\_\_

Civic Address: \_\_\_\_\_

Other Details: \_\_\_\_\_  
\_\_\_\_\_

**ZONING:**

Area in Square Feet: \_\_\_\_\_

Price per Square Foot: \_\_\_\_\_

Total Price of Land: \_\_\_\_\_

Non-Refundable Deposit: \_\_\_\_\_

Total Price of Land Less  
Non-Refundable Deposit: \_\_\_\_\_

Landscape Deposit: \_\_\_\_\_