



REPUBLIC OF LATVIA
VALMIERA MUNICIPALITY LOCAL GOVERNMENT
REAL ESTATE LEASE AND LEASE RIGHT AUCTIONING COMMISSION

Taxpayer registration code 90000043403, Lāčplēša iela 2, Valmiera, Valmieras novads, LV-4201
Telephone 64207120, e-mail: pasts@valmierasnovads.lv, www.valmierasnovads.lv

Approved by Valmiera Municipality Local Government
Real Estate Lease and Lease Right Auctioning Commission
Decision No. ____ of the meeting held on 12.08.2026 (minutes No. ____, § __)

**Property's at Rūpniecības iela 3, Valmiera,
Valmiera Municipality, cadastral No. 96010130119,
RIGHT OF SUPERFICIES AUCTION REGULATIONS**

1. General matters

- 1.1. The auction regulations set out the procedure for conducting an oral auction of the right of superficies to the auctioned property – the immovable property at Rūpniecības iela 3, Valmiera, Valmiera Municipality, cadastral number 96010130119, with an area of 12,678 m², and the procedure by which the successful bidder (hereinafter referred to as the Successful Bidder, Superficiary or Bidder) is granted the right of superficies to the auctioned property.
- 1.2. Owner of the auctioned property: Valmiera Municipality Local Government, taxpayer registration code 90000043403, address: Lāčplēša iela 2, Valmiera, Valmieras nov., LV-4201 (hereinafter referred to as the Local Government).
- 1.3. The auction is organised in accordance with Cabinet of Ministers Regulations No. 350 of 19.06.2018 "Regulations on Land Lease and Right of Superficies of a Public Person" and the Local Government Council's decision No. 498 of 30.07.2026 (minutes No. 10, § 53) "On the auction of the right of superficies for Rūpniecības iela 3, Valmiera, Valmiera Municipality". The auction is organised by the Local Government Real Estate Lease and Lease Right Auctioning Commission (hereinafter referred to as the Commission), (approved by the Local Government Council Decision No. 496 of 25.11.2021 (Minutes No. 16, §9)). The Commission is responsible for the process of the auction, for taking decisions relating to it, and for approving the results of the auction.
- 1.4. The aim of the auction is to identify the superficiary who offers the payment for the right of superficies per year.
- 1.5. The auction announcement is publishes on the Local Government's website www.valmierasnovads.lv (in section: <https://www.valmierasnovads.lv/pasvaldiba/informacija/izsoles-un-sludinājumi/>), where the Auction Regulations and their annexes are published: the draft agreement on the right of superficies, the boundary plan for the land unit of the auctioned property, the application to participate in the auction for the right of superficies, and the plan for the future use of and investment in the auctioned property.
- 1.6. The Successful Bidder shall acquire the right to conclude the agreement for the right of superficies to the auctioned property specified in Paragraph 3.1 of these Regulations (Annex 1 to the Regulations) (hereinafter referred to as the Agreement on the Right of Superficies) with the Local Government. The Agreement on the Right of Superficies forms an integral part of these Regulations, and any request by a bidder to amend these Regulations, as well as a refusal to sign the Agreement on the Right of Superficies drawn up by the Local Government shall be deemed a withdrawal in accordance with these Regulations. The Agreement on the Right of Superficies includes the following provisions, including the payment for the right of superficies for the auctioned property and the amount of the security deposit to guarantee the implementation of the project.

- 1.7. No agreement is allowed between the participants in the auction for the right of superficies that could influence the result and the process of the auction for the right of superficies.

2. Type of auction, venue, time and language

- 2.1. The auction is an oral auction by ascending step.
- 2.2. The auction takes place on **2. September 2026 at 10.00**, at the Local Government, Lāčplēša iela 2, Valmiera, Valmieras novads, LV-4201, in the meeting room on the 1st floor.
- 2.3. The auction shall be conducted in Latvian.

3. AUCTIONED PROPERTY

- 3.1. The auctioned property is the immovable property at Rūpniecības iela 3, Valmiera, Valmiera Municipality, cadastral No. 96010130119, comprising a land plot with cadastral designation 96010130098, with an area of 8,589 m² in area, a land plot with cadastral designation 96010131813 with an area of 4089 m² and the structures to be demolished with cadastral designation 96010131811001 (hereinafter referred to as the Land Plot). A graphic representation of the Land Plot is attached (Annex 2 to the Regulations). Intended use of the Land Plot – construction of an industrial production company (code 1001).
- 3.2. The immovable property at Rūpniecības iela 3, Valmiera, Valmiera Municipality, cadastral No. 96010130119, registered in the name of the Local Government in Valmiera District Court Valmiera City Land Register Division No. 100000938636.
- 3.3. In accordance with the Valmiera Urban Territory Planning (from 2017) and its Binding Regulations No. 270 of 08.12.2016 “Graphical Part of the Valmiera Urban Territory Planning (from 2017), Territory Use and Development Regulations” for the land units Rūpniecības iela 3, Valmiera, Valmiera Municipality, cadastral designation 96010130098 and 96010131813, the functional zone “Industrial Development Territory” has been set.
- 3.4. The Land Plot is freely open for viewing.
- 3.5. Investments in the auctioned property are made as part of the Local Government’s implementation of the Implementing Regulations of the ERDF Specific Support Objective 5.6.2. “Revitalisation of territories through the regeneration of degraded areas in accordance with the local governments’ integrated development programmes” and Specific Support Objective 13.1.3 “Remedial measures in the field of environment and regional development”, Activity 13.1.3.3 “Revitalisation of areas to promote business in local governments” Project No. 5.6.2.0/20/I/012 “Development of industrial territories in Valmiera – Round 2”.

4. Special conditions for the right of superficies

- 4.1. The right of superficies is auctioned for a period of 15 years for the construction of a property that complies with the permitted use set out in Paragraph 3.3 of the Regulations (hereinafter referred to as the Property).
- 4.2. The right of superficies is established for the purpose of carrying out the commercial activities set out in the bidder’s investment plan, which **must not be related** to the following economic sectors (in accordance with Regulation (EC) No 1893/2006 of the European Parliament and of the Council of 20 December 2006 establishing the statistical classification of economic activities NACE Revision 2 and amending Council Regulation (EEC) No 3037/90 as well as certain EC Regulations on specific statistical domains (Official Journal of the European Union, 30 December 2006, No. L 393)). The bidder’s core business (not exceeding 50 per cent of net turnover) on the Land Plot:
 - 4.2.1. electricity, gas, steam and air conditioning supply (NACE code: D);
 - 4.2.2. water supply; sewerage, waste management and remediation activities, excluding materials recovery (NACE code: E);
 - 4.2.3. wholesale and retail trade, except of motor vehicles and motorcycles (NACE code: G);
 - 4.2.4. financial and insurance activities (NACE code: K);
 - 4.2.5. real estate activities (NACE code: L);
 - 4.2.6. public administration and defence; compulsory social security (NACE code: O);

- 4.2.7. gambling and betting activities (NACE code: R92);
- 4.2.8. growing of tobacco (NACE code: A01.15) and manufacture of tobacco products (NACE code: C12);
- 4.2.9. activities of extraterritorial organisations and bodies (NACE code: U).
- 4.3. The Superficiary undertakes to obtain independently all necessary coordinations, permits, other necessary documents, if such are necessary, to use the Land Plot for the purpose indicated in the Agreement on the Right of Superficies.
- 4.4. The Land Plot is transferred to the Superficiary for the purpose of implementing the Local Government's European Union-funded project "Development of industrial territories in Valmiera – Round 2", project identification No. 5.6.2.0/20/I/012 (hereinafter referred to as the Project).
- 4.5. In order to ensure that the targets set for the Project implemented by the Local Government are met, the Superficiary is obliged to do the following on the Land Plot, in accordance with the procedure set out in the Agreement on the Right of Superficies, **by 31 December 2028:**
 - 4.5.1. to make non-financial investments in its intangible assets and fixed assets of not less than EUR 300,000.00 (three hundred thousand euros zero cents), and
 - 4.5.2. to create at least 4 (four) new jobs.
- 4.6. The target values set out in Paragraph 4.5 of the Regulations are applicable provided they comply with Cabinet of Ministers Regulations No. 645 of 10 November 2015 "Implementing Regulations for Specific Support Objective 5.6.2 "Revitalisation of territories through the regeneration of degraded areas in accordance with the local governments' integrated development programmes" of the Operational Programme "Growth and Employment" and, in particular, Paragraph 10 of these Regulations.
- 4.7. The Local Government accepts no liability if the Superficiary is unable to implement its investment plan on the Land Plot in this regard, the Superficiary themselves assumes the risk of any potential losses. In this case, the Superficiary shall not receive from the Local Government any compensation for the costs (neither necessary, nor useful, nor luxury expenses) for any investments relating to the Land Plot.
- 4.8. The Superficiary must commence construction of the Property no later than 12 months from the date of registration of the right of superficies in the Land Register.
- 4.9. The Superficiary must commission the Property no later than within 24 months from the date of registration of the right of superficies in the Land Register. An extension of the deadline specified in this Paragraph is only possible with the written consent of the Local Government, provided that the Local Government is notified of this no later than 2 months before the expiry of the said deadline.
- 4.10. Upon the expiry of the right of superficies, the Property, which was constructed on the basis of the right of superficies, shall become an integral part of the Land Plot, unless the Parties agree otherwise.
- 4.11. The right of superficies may not be alienated or encumbered by rights in rem.
- 4.12. The Agreement on the Right of Superficies will be concluded with the successful bidder following the demolition of the structure with cadastral designation 96010131811001, to be carried out by the Local Government, but no later than by 30.11.2026.
- 4.13. The Agreement on the Right of Superficies shall not be concluded with the successful bidder, if the Local Government has unilaterally terminated another agreement for the use of the property with the successful bidder within the last year from the date of submission of the application, because of the successful bidder's failure to fulfil the obligations stipulated in the agreement, or if a court decision has entered into force on the basis of which another agreement for the use of the property concluded with the Local Government is terminated due to the successful bidder's actions.
- 4.14. The Agreement on the Right of Superficies provides that the Superficiary has paid a security deposit of EUR 700.00 to secure the implementation of the project, which shall be refunded to the Superficiary within 1 month of the project's completion – i.e. upon the commissioning of the Property and registration of the Property in the right of superficies division.

5. Auction participants

- 5.1. A merchant may become a bidder for the right of superficies if, in accordance with the applicable legislation and these Regulations, it is entitled to take part in the auction and acquire the right of superficies.
- 5.2. A person shall be deemed to be a bidder from the moment the bidder's application is received and registered in accordance with these Regulations.
- 5.3. Prior to the submission of the application for participation in the auction, the auction bidder shall deposit a security deposit of **EUR 700.00 (six thousand euros, zero cents) in the account of the Local Government** (indicating the auctioned property) **to secure the implementation of the project:**
 Beneficiary: Valmiera Municipality Local Government, taxpayer code 90000043403
 Bank: AS Luminor Bank; code RIKOLV2X
 Account No. LV94RIKO0002013098680
- 5.4. The Local Government shall refund the security deposit paid to the bank account indicated in the bidder's application for the auction within 5 (five) working days after the confirmation of the auction results to the auction participants who have not bid for the auctioned property or have been excluded from the selection of candidates.
- 5.5. If the bidder who has bid the highest payment for the right of superficies and has been declared the winner of the auction does not conclude the Agreement on the Right of Superficies within the deadline specified in these Regulations, the security deposit shall not be refunded, but shall be credited to the Local Government's budget.
- 5.6. If the bidder who has bid the highest payment for the right of superficies and has been declared the winner of the auction and has concluded the Agreement on the Right of Superficies within the deadline specified in these Regulations, the security deposit shall be refunded only after the implementation of the project – i.e. upon the commissioning of the Property and registration of the Property in the right of superficies division.

6. Submission of applications by auction bidders

- 6.1. Auction bidders may submit their application to participate in the auction and their bid until **17.00 on 26. august 2026:**
 - 6.1.1. by handing it in person at the Local Government's Document Management and Customer Service Centre at Lāčplēša iela 2, Valmiera, Valmieras nov., LV-4201 on Mondays from 8:00 to 18:00, on Tuesdays, Wednesdays and Thursdays from 8:00 to 17:00, on Fridays from 8:00 to 16:00; or
 - 6.1.2. by post to the Local Government sent to the address Lāčplēša iela 2, Valmiera, Valmieras nov., LV-4201 (ensuring that it is received by the deadline specified in this Paragraph); or
 - 6.1.3. electronically, signed with a secure electronic signature containing a time stamp, to the Local Government's e-mail address: pasts@valmierasnovads.lv.
 The applications received from auction bidders shall be registered in the order of their receipt, indicating the date and time of receipt and the bidder for the right of superficies. The application shall be kept unopened in a sealed envelope until the beginning of the auction. A bidder may take part in the oral auction provided that the application has been submitted within the deadline specified in Paragraph 6.1. Applications will not be accepted after the deadline specified in this Paragraph.
- 6.2. To participate in the auction, the bidder shall submit the following documents:
 - 6.2.1. an application addressed to the Local Government (Annex 3), containing a declaration that as at the date of submission of the application, the auction bidder has no outstanding payment obligations arising from agreements and/or is not involved in civil proceedings with the Local Government or its institution (structural unit), or a capital company, and also the bidder confirms that it is not regarded as a dishonest bidder, subject to the provisions of Paragraph 6.3, a declaration that, at the time of submitting the application, no insolvency proceedings, legal protection proceedings or out-of-court legal protection proceedings have been initiated against the bidder, its economic activity has not been suspended or terminated, no liquidation proceedings have been commenced, and that there are no tax arrears, including arrears in real estate tax; as well as the auction bidder agrees that personal data will be used to verify the accuracy

- of the information provided and which specifies the merchant's name, registration number, registered address, contact details, e-mail address for electronic communication, and the bank account to which the security deposit, which is refundable in the circumstances specified in these Regulations, is to be transferred.
- 6.2.2. a document confirming payment of the security deposit.
 - 6.2.3. a certificate of the right of representation of the merchant's officials, and if the company is registered abroad – a full certificate of the right of representation of the merchant's officials from the company register of the relevant country;
 - 6.2.4. a power of attorney for the right of representation of the merchant at the auction and for signing the agreement on the right of superficies, if the company is represented by a person whose right of representation is not indicated in the certificate of the Register of Enterprises;
 - 6.2.5. an investment plan for the proposed development on Land Plot (Annex 4), which includes the approach to fulfilling the requirements of Paragraph 4 of the Regulations for the establishment of right of superficies on the Land Plot in order to achieve the purpose.
- 6.3. The following shall be deemed a dishonest bidder:
- 6.3.1. a person who, on the date of submission of the application, has outstanding payment obligations arising from agreements concluded with the Local Government or its institution (structural unit) or capital company, which have become due, or who has inflicted other losses, or has ongoing civil proceedings with the Local Government or its institution (structural unit) or capital company (hereinafter referred to as the debtor);
 - 6.3.2. a person who has submitted an application to participate in the auction and is regarded as an interested party in relation to the debtor. The persons referred to in this Paragraph shall be regarded as interested parties in relation to the debtor if they held that status during the year preceding the date on which the auction was announced. The following shall be recognised as an interested party in relation to the debtor:
 - 6.3.2.1. the debtor's spouse;
 - 6.3.2.2. a person who is related to the debtor by blood or marriage up to the second degree;
 - 6.3.2.3. a commercial company in which the debtor holds shares.
 - 6.3.2.4. the debtor's shareholders and members of its governing bodies;
 - 6.3.2.5. the debtor's proctor;
 - 6.3.2.6. a person who is related to a shareholder or a member of governing bodies of the debtor by marriage or blood up to the second degree;
 - 6.3.2.7. a person authorised by the auction bidder who displays the characteristics of the aforementioned interested party;
 - 6.3.2.8. a commercial company in which a shareholder (stakeholder) or a member of the governing body is also a shareholder (stakeholder) or a member of the governing body of the debtor.
- 6.4. Any documents submitted will not be returned to their submitter.
- 6.5. Paper-based application documents must be bound together in such a way that it is not possible to remove any pages. The rope used for binding must be secured on the reverse of the last page by a glued of paper showing the number of pages numbered and bound together (in figures and words), attested by the bidder for the lease right or the person duly authorised to represent him/her by his/her signature, print name, the name of his position, the place, the date and the stamp (for legal persons) of the bidder. The placement of the attestation must be in contact with the sticker on the pages that are bound together.
- 6.6. All documents must be submitted in Latvian. If a document is in another language, it must be accompanied by a notarised translation into Latvian.
- 6.7. All submitted documents must be prepared in accordance with the Law on Legal Force of Documents, Regulations of the Cabinet of Ministers No. 558 of 4 September 2018 Procedures for Drawing up and Preparing Documents, as well as in accordance with these Regulations.
- 6.8. The application, together with the documents referred to in Paragraph 6.2, must be submitted in a sealed envelope. The envelope must state that the application is being submitted for the

- "Property's at Rūpniecības iela 3, Valmiera," Valmiera, Valmiera Municipality, right of superficies auction" and must include the name of the auction bidder.
- 6.9. By submitting an application, it is considered that the auction bidder:
- 6.9.1. accepts the auction regulations;
 - 6.9.2. agrees to the processing of personal data by the Local Government and the Commission for the purpose of concluding the Agreement on the Right of Superficies;
 - 6.9.3. agrees that the Commission will use the e-mail address provided in the bidder's application to communicate with the bidder.
- 6.10. In a closed session, without the participation of the bidders, the Commission shall assess the compliance of the bidders' applications with these Regulations, taking into account the documents submitted by the bidders. The Commission's decision on the inclusion or non-inclusion of the bidder on the list of auction bidders will be sent to the e-mail address provided by the auction bidder. The Commission shall draw up a list of bidders, including those who have fulfilled the preconditions for the auction (Paragraphs 6.1. – 6.8 of the Regulations). The list of auction bidders shall contain the following information: the bidder's number, the full name of the merchant and the registration number.
- 6.11. If the bidder has not fulfilled the preconditions for the auction (Paragraphs 6.1 – 6.8 of the Regulations), they shall not be included on the list of bidders.
- 6.12. The Commission is entitled to verify the information provided by auction bidders or participants at any time. If it is discovered that an auction bidder or participant has provided false information, the auction bidder shall not be included on the list of auction participants, or the participant shall be excluded from that list and shall forfeit the right to take part in the auction. In this case, the security deposit paid by the auction bidder or participant will not be refunded. The Commission's decision on the exclusion of the bidder from the list of auction bidders will be sent to the e-mail address provided by the bidder or participant.
- 6.13. Details of the applications received from auction bidders as well as of the bidders registered in the list of auction bidders shall not be disclosed until the beginning of the auction, only their number is disclosed.

7. Starting auction price

- 7.1. In accordance with Local Government Council's decision No. 498 of 30.07.2026 (minutes No. 10, 53.§) "On the auction of the right of superficies for Rūpniecības iela 3, Valmiera, Valmiera Municipality" and in accordance with "Report regarding determining the payment for the right of superficies for the immovable property at Rūpniecības iela 3, Rūpniecības iela 5, Valmiera, Valmiera Municipality" by SIA Valgunda, registration No. 44103102609, dated 02.02.2026, assuming that the structure with cadastral designation 96010131811001 has been demolished, the payment for the right of superficies is set at EUR 3 497 (three thousand four hundred and ninety-seven euros), excluding value added tax.
- 7.2. Starting auction price – the annual payment for the right of superficies, excluding value added tax, is set at **EUR 3 497.00**. In addition to the payment for the right of superficies, the Superficiary must pay value added tax and the taxes and duties prescribed by laws and regulations.
- 7.3. The bidding increment by which a bidder is entitled to increase the starting price of the Auctioned Property is **EUR 100.00 (one hundred euros, zero cents)**. Bidding shall take place only in the increments set out in the Auction Regulations.
- 7.4. When taking part in an oral auction, a bidder must bid at least 1 bidding increment above the starting price of the right of superficies.

8. Auction procedure

- 8.1. The auction shall be conducted in Latvian. Bidders who do not speak Latvian must provide themselves with a representative who speaks Latvian or represent themselves at the auction through an interpreter. The bidder shall inform the auction bidder about the participation of an interpreter in the auction, indicating the name, surname and personal code of the interpreter.
- 8.2. Before the beginning of an oral auction, the members of the Board shall sign a declaration that there are no circumstances which might lead them to believe that they are directly or indirectly interested in, or connected with, the selection or activities of a particular bidder.

- 8.3. The auction shall be held in public meeting of the Commission, at which any interested party may participate without interfering with the auction process. The results of the auction shall be publicly announced immediately after the bidding is completed.
- 8.4. Before the beginning of the auction, the bidders or their authorised persons shall present their passport or other personal identification document in the auction room; authorised persons shall additionally present a power of attorney. If the bidder or his/her authorised person cannot present a passport or other personal identification document in the auction room (the authorised person – also a power of attorney), the bidder shall be deemed not to have appeared at the auction.
- 8.5. Before the beginning of the auction, the bidders (authorised representatives) shall sign the auction rules, thereby confirming that they have fully read and agree to them.
- 8.6. The auction shall be conducted and order during the auction shall be maintained by the auctioneer.
- 8.7. Before the beginning of the auction, the auctioneer shall check the attendance of the persons on the list of auction bidders, check the registration sheets.
- 8.8. The auctioneer shall announce the opening of the auction and describe the Auctioned Property, announce the starting price of the auction, the auction increment and inform about the bidding procedure, as well as answer the questions of the auction bidders, if any.
- 8.9. Only those bidders who have been included in the list of auction bidders by a decision of the Commission shall be admitted to the auction of the right of superficies.
- 8.10. In the event that none of the registered auction bidders arrives within 15 (fifteen) minutes after the beginning of the auction, the auction shall be deemed not to have taken place.
- 8.11. The auction bidders shall confirm their consent to acquire the right of superficies to the Auctioned Property orally and in writing by signing the auction progress list about their last bid. This shall be recorded in the auction progress minutes.
- 8.12. If only one auction bidder applies for the auction, the Commission shall declare the auction to have taken place and the right of superficies shall be acquired by this sole auction bidder. The Local Government shall conclude the Agreement on the Right of Superficies with the auction bidder for the payment consisting of the starting auction price of the right of superficies plus one increment.
- 8.13. If two or more bidders are registered on the list of auction bidders, the bidding shall start at the price named by the auctioneer, which shall be the starting price of the auction. Bidding shall take place by one auction increment.
- 8.14. If any auction bidder refuses to continue bidding, his/her last bid for the right of superficies shall be confirmed by his/her signature on the list of auction bidders.
- 8.15. The auction by ascending step will continue until the highest bid for the right of superficies is received from one of the auction bidders. In this case, the auction shall be declared completed.
- 8.16. The Local Government shall conclude the Agreement on the Right of Superficies with the auction bidder who has bid the highest payment for the right of superficies in accordance with Paragraph 4.1 of the Auction Regulations. The auction bidder shall sign the Agreement on the Right of Superficies or notify in writing of its refusal to conclude the Agreement on the Right of Superficies with the Local Government within 15 working days from the date of sending the draft Agreement on the Right of Superficies. If the auction bidder fails to sign the Agreement on the Right of Superficies within the aforementioned deadline and fails to submit a corresponding refusal, the auction bidder shall be deemed to have refused to conclude the Agreement on the Right of Superficies.
- 8.17. If the auction bidder who has bid the highest payment for the right of superficies refuses to conclude the Agreement on the Right of Superficies, the Local Government shall have the right to offer the Agreement on the Right of Superficies to the next auction bidder who has bid the highest payment for the right of superficies.
- 8.18. The auction bidder who has bid the highest payment for the right of superficies shall reply to the offer to conclude the Agreement on the Right of Superficies within 10 working days of receiving it. If the auction bidder agrees to sign the Agreement for the highest payment for the right of superficies bid by him/her, he shall sign the Agreement on the Right of Superficies with the Local Government within 10 working days from the date of sending the draft Agreement on the Right of Superficies. If the auction bidder fails to sign the Agreement on the Right of Superficies within the aforementioned deadline or fails to submit a corresponding refusal, the

auction bidder shall be deemed to have refused to conclude the Agreement on the Right of Superficies and a new auction shall be held.

- 8.19. In order to comply with Section 11.3 of the Law on International Sanctions and National Sanctions of the Republic of Latvia, prior to the conclusion of the Agreement on the Right of Superficies, the Local Government shall carry out a verification whether international or national sanctions or serious sanctions affecting interests of the financial and capital market imposed by member states of the European Union or the North Atlantic Treaty Organization have not been imposed against the auction bidder who has acquired the right to conclude the Agreement on the Right of Superficies, its board or council member, beneficial owner, entitled representative or procurator, or the person authorised to represent the auction bidder in the activities related to a branch, or the member of a partnership, its board or council member, beneficial owner, entitled representative or procurator. The Commission shall check these sanctions on publicly accessible websites, including: <http://sankcijas.fid.gov.lv/>; <https://sanctionssearch.ofac.treas.gov/>; <https://www.sanctionsmap.eu/#/main>.
- 8.20. If international or national sanctions or sanctions imposed by a Member State of the European Union or the North Atlantic Treaty Organisation affecting significant financial and capital market interests are imposed against the auction bidder who has acquired the right to conclude the Agreement on the Right of Superficies, it shall lose the right to conclude Agreement on the Right of Superficies acquired as a result of the auction.

9. Confirmation of the auction results and entry into force of the Agreement on the Right of Superficies

- 9.1. The Commission shall approve the auction minutes no later than 3 working days after their preparation and signature.
- 9.2. The result of the auction shall be approved by the Commission. The results of the auction shall be published on the website of the Local Government www.valmierasnovads.lv within 7 working days after the confirmation of the auction results.
- 9.3. The Agreement on the Right of Superficies shall come into force upon its signing by both parties and the signing of the transfer and acceptance certificate for the Land Plot.
- 9.4. The Successful Bidder shall sign the transfer and acceptance certificate for the Land Plot following the mutual signing of the Agreement on the Right of Superficies and no later than within 7 working days.
- 9.5. The Agreement on the Right of Superficies does not take effect if the auction is declared invalid.
- 9.6. Once the Agreement on the Right of Superficies has entered into force, the security deposit shall be refunded to the other auction participants, except in the cases specified in Paragraph 9.7.
- 9.7. The security deposit shall not be refunded to the relevant auction bidder if:
- 9.7.1. the auction bidder has provided false information and, therefore, is not included on the list of auction participants, or is excluded from that list;
 - 9.7.2. the auction bidder or their authorised representative has not attended the auction and/or has withdrawn from the auction;
 - 9.7.3. the auction bidder does not sign to confirm their final bid for the payment for the right of superficies;
 - 9.7.4. The Successful Bidder fails to sign the Agreement on the Right of Superficies and/or fails to sign the Land Plot transfer and acceptance certificate within the time limit specified in Paragraph 9.4;
 - 9.7.5. the auction bidder has taken actions which have provided grounds for declaring the auction invalid.
- 9.8. Any security deposit that is not refunded shall be credited to the Local Government's budget.

10. Auction that has not taken place, invalid auction and repeated auction

- 10.1. The auction shall be declared as not having taken place and a new auction may be held:
- 10.1.1. if no bidder has submitted an application;
 - 10.1.2. if the bid is lower than or equal to the auction's conditional payment for right of superficies;

- 10.1.3. if none of the auction participants who have been granted the right to enter into the Agreement on the Right of Superficies signs the Agreement on the Right of Superficies and/or Land Plot transfer and acceptance certificate within the time limit specified in Paragraph 9.4.
- 10.2. The auction shall be declared invalid and another auction may be held:
 - 10.2.1. if the auctioned property is acquired by a person who was not entitled to take part in the auction;
 - 10.2.2. if the auction took place at a different time and place to those stated in the notice.
- 10.3. The Commission shall have the right to suspend the auction if sufficient information and belief has been obtained that there is an intention to prevent someone from participating in the auction or that there is an agreement between bidders which may affect the results or process of the auction.
- 10.4. The Commission reserves the right to terminate the auction at any time if it finds any deficiencies in the auction rules.
- 10.5. Complaints, supported by relevant evidence, regarding the violations referred to in Paragraph 10.2 may be submitted to the Commission no later than 5 working days after the date of the auction. The Commission shall, within 3 working days, take a decision either to declare the auction invalid or to reject the complaint.
- 10.6. A repeated auction shall be held in accordance with the procedure laid down in these Regulations, specifying the date and time of the repeated auction.

11. Rights and obligations of the Commission

- 11.1. The Commission shall be chaired by its chairperson. The Chairperson of the Commission shall determine the place, time and order of meetings of the Commission, and shall convene and chair meetings of the Commission. The Secretary of the Commission shall ensure the work of the Commission, including the documentation of the auction.
- 11.2. The Commission shall be entitled to take a decision if at least half of its members are present at its meeting.
- 11.3. The Commission shall take its decisions by simple majority. In the event of a tied vote, the Chairperson shall have a casting vote.
- 11.4. If a member of the Commission disagrees with a decision of the Commission and votes against it, his/her dissenting opinion shall be recorded in the minutes of the meeting and he/she shall not be responsible for the decision taken by the Commission.
- 11.5. The progress minutes of the auction shall contain the following information:
 - 11.5.1. Name and address of the Local Government, type of auction, object of auction for the right of superficies;
 - 11.5.2. the date of publication of the auction announcement;
 - 11.5.3. the composition of the auction Commission and the reasons for its establishment;
 - 11.5.4. requirements set for bidders;
 - 11.5.5. starting auction price;
 - 11.5.6. the deadline for the submission of applications and the place, date and time of the written auction;
 - 11.5.7. the name of the bidders who submitted the application and other identifying data of these persons;
 - 11.5.8. the name of the bidder with whom it has been decided to conclude the Agreement on the Right of Superficies, the payment for the right of superficies and the effective period of the Agreement;
 - 11.5.9. the grounds for the decision to exclude the bidder from participation in the auction;
 - 11.5.10. the substantiation of the decision, if the Local Government has decided to terminate the auction.
- 11.6. The Commission's decision on the result of the auction shall enter into force when confirmed at the Commission meeting.
- 11.7. The Local Government shall ensure that the final minutes of the auction are made available to the bidders within 3 working days of the Commission's decision on the result of the auction.
- 11.8. The Commission has the following obligations:
 - 11.8.1. to ensure drafting the auction documents (regulations and annexes), taking minutes of the auction and being responsible for its process;

- 11.8.2. to evaluate the bidders and their applications in accordance with these regulations, as well as other laws and regulations;
- 11.8.3. to adopt a decision on the approval of the auction minutes and the confirmation of the auction results;
- 11.8.4. to answer questions from bidders;
- 11.8.5. to notify all bidders who submitted applications by e-mail of the decision on the result of the auction using the e-mail address indicated in their application.

12. Filing complaints

- 12.1. Persons may lodge a complaint with the Local Government against the actions of the Commission within 5 working days from the date of such actions. If the complaint is lodged after the deadline, it will not be considered.
- 12.2. After the Local Government has examined the complaint, it will adopt a decision, which will be communicated to all auction bidders by sending it to the e-mail address indicated in their application.

13. Annexes

- 13.1. Annex 1 Draft agreement on the right of superficies;
- 13.2. Annex 2 Plan of the Land Plot;
- 13.3. Annex 3 Application to participate in the auction;
- 13.4. Annex 4 Investment plan;
- 13.5. Annex 5 Information to be published.

Chair of the Commission

Evija Nagle

Draft agreement on the right of superficies

**AGREEMENT
on awarding of the right of superficies**

Valmiera, Valmiera Municipality

The date of signature of the Agreement by both Parties is the date and time of the time stamp of the last signatory

Valmiera Municipality Local Government, taxpayer registration code No. 90000043403, address – Lāčplēša iela 2, Valmiera, Valmieras novads, LV-4201 (hereinafter referred to as the Owner), acting on the basis of _____, on the one hand, and

—

No. XXXXXXXXXX, registered address – _____, _____, LV-_____
(hereinafter referred to as the Superficiary), acting on the basis of _____

represented by _____, on the other hand, hereinafter collectively referred to as the Parties or severally as the Party, with binding force on both Parties, successor in title and liabilities, successors and authorised persons of the Parties, pursuant to:

- Valmiera Municipality Local Government's Implementing Regulations of the European Regional Development Fund Specific Support Objective 5.6.2. "Revitalisation of territories through the regeneration of degraded areas in accordance with the local governments' integrated development programmes" and Specific Support Objective 13.1.3 "Remedial measures in the field of environment and regional development", Activity 13.1.3.3 "Revitalisation of areas to promote business in local governments" Project No. 5.6.2.0/20/I/012 "Development of industrial territories in Valmiera – Round 2",
- Valmiera Municipality Local Government Council's decision No. ____ of 30.07.2026 (meeting minutes No. ____, § ____) "On the auction of the right of superficies for Rūpniecības iela 3, Valmiera, Valmiera Municipality",
- Valmiera Municipality Local Government Decision No. ____ of the meeting of the Local Government Real Estate Lease and Lease Right Auctioning Commission of 12 August 2026 (minutes No. ____, § ____) "On Announcement of the First Oral Auction for the Right of Superficies for the Real Estate at Rūpniecības iela 3, Valmiera, Valmiera Municipality, cadastral No. 96010130119";
- Valmiera Municipality Local Government Decision No. ____ of the meeting of the Local Government Real Estate Lease and Lease Right Auctioning Commission of _____ 2026 (protocol No. ____, § ____) "On Approval of the Results of the First Oral Auction for the Right of Superficies for the Real Estate at Rūpniecības iela 3, Valmiera, Valmiera Municipality, cadastral No. 96010130119",

enter into this agreement, hereinafter referred to as the Agreement,

1. SUBJECT-MATTER AND GENERAL PROVISIONS OF THE AGREEMENT

- 1.1. By concluding this Agreement, the Owner shall award the Superficiary for a fee the right in rem – to construct and use non-residential buildings (structures) (hereinafter referred to as the

- Property) on the land plot owned by the Owner in accordance with the conditions of the Auction and the results of the Auction (hereinafter jointly referred to as the Right of Superficies).
- 1.2. The owner grants the Superficiary the right of superficies to the immovable property **Rūpniecības iela 3, Valmiera, Valmiera Municipality**, cadastral number 96010130119, with an area of 12,678 m², (hereinafter referred to the Land Plot).
 - 1.3. The plan of the Land Plot (Annex 1 to the Agreement) is attached to the Agreement and is its integral part.
 - 1.4. The real estate Rūpniecības iela 3, Valmiera, Valmiera Municipality is registered in Valmiera City Land Register Division No. 100000938636, the title is corroborated to the Owner.
 - 1.5. The right in rem arising from the right of superficies is established and valid after the right of superficies is registered in the Land Register.
 - 1.6. The right of superficies is granted with the right to alienate it or encumber it with rights in rem.
 - 1.7. The Superficiary has inspected the Land Plot and has acquainted with it. The condition of the Land Plot is known to the Superficiary and it agrees to accept it is at the time of signing the deed of acceptance of the Land Plot.
 - 1.8. The Land Plot is transferred to the Superficiary for the purpose of carrying out the commercial activity specified in the investment plan (Annex 5 to the Regulations), NACE code _____.
 - 1.9. The Superficiary undertakes to obtain independently all necessary coordinations, permits, other necessary documents, if such are necessary, to use the Land Plot for the purpose indicated in Clause 1.8 of the Agreement.
 - 1.10. The owner concludes the Agreement on the Right of Superficies regarding the use of the Land Plot with the Superficiary or the purpose of implementing the European Union-funded project "Development of industrial territories in Valmiera – Round 2" (project identification No. 5.6.2.0/20/I/012), hereinafter referred to as the Project.
 - 1.11. In order to ensure that the targets set for the Project implemented by the Owner are met, the Superficiary is obliged to do the following on the Land Plot by 31 December 2028:
 - 1.11.1. to make non-financial investments in its intangible assets and fixed assets of not less than EUR 300,000.00 (three hundred thousand euros zero cents),
 - 1.11.2. to create at least 4 (four) new jobs.
 - 1.12. The target values set out in Clause 1.11 of the Agreement are applicable provided they comply with Cabinet of Ministers Regulations No. 645 of 10 November 2015 "Implementing Regulations for Specific Support Objective 5.6.2 "Revitalisation of territories through the regeneration of degraded areas in accordance with the local governments' integrated development programmes" of the Operational Programme "Growth and Employment".
 - 1.13. After registering the right of superficies in the Land Register, the Superficiary is entitled to perform construction of the Property in accordance with the applicable laws and regulations and the building design developed and coordinated in accordance with defined procedure.
 - 1.14. In accordance with the Valmiera Urban Territory Planning (from 2017) and its Binding Regulations No. 270 of 08.12.2016 "Graphical Part of the Valmiera Urban Territory Planning (from 2017), Territory Use and Development Regulations" for the land units Rūpniecības iela 3, Valmiera, Valmiera Municipality, cadastral designations: 96010130098, 96010131813, the functional zone "Industrial Development Territory" has been set. The building parameters defined in the functional zone apply to the Land Plot.
 - 1.15. The actual condition of the Land Plot is known to the Superficiary and the Superficiary agrees to enter into this Agreement without making any claims against the Owner.
 - 1.16. The Land Plot shall be transferred to the Superficiary by means of a mutually signed deed of acceptance and transfer. Once signed by both Parties, it shall become an integral part of the Agreement.

2. PAYMENT FOR THE RIGHT OF SUPERFICIES AND SETTLEMENT PROCEDURE

- 2.1. According to the results of the Auction, the Superficiary shall pay the Owner a fee for the right of superficies of _____ EUR per year.
- 2.2. In addition to the fee specified in Clause 2.1 of the Agreement, the Superficiary shall pay value added tax, real estate tax and other taxes and fees, which are envisaged or will be set in laws and regulations of the Republic of Latvia, which apply to the Land Plot in accordance with the invoice issued by the Owner.

- 2.3. The fee specified in Clause 2.1 of the Agreement shall be increased by applying a coefficient of 1.5 (one point five), if:
- 2.3.1. the Superficiary performed illegal construction on the Land Plot,
 - 2.3.2. the Property built has not been registered in the Land Register within two months after its commissioning.
- 2.4. The Owner and the Superficiary agree that the Owner may amend the payment specified in Clause 2.1 of the Agreement if
- 2.4.1. if the consumer price index published by the Central Statistical Bureau exceeds 10 per cent in relation to the date of the most recent change to the payment for the right of superficies. The increase in the payment for the right of superficies is set, starting from the second year of the right of superficies, in accordance with the consumer price indices provided by the Central Statistical Bureau;
 - 2.4.2. if in accordance with regulatory enactments taxes, duties, taxable object or the value thereof are newly introduced or increased. In these cases the amount of the fee for the right of superficies shall change starting from the day specified in the relevant regulatory enactments,
 - 2.4.3. if the laws and regulations provide for another amount of the fee for the right of superficies or the procedures for calculation of the fee for the right of superficies.
- 2.5. The Parties agree that the Superficiary shall pay the Owner the fee specified in Clause 2.1 of the Agreement quarterly, paying the invoice submitted by the Owner within 30 (thirty) days after receipt of the invoice. The Superficiary shall make payments by transfer to the bank account specified by the Owner on the basis of a structured electronic invoice issued by the Owner (hereinafter referred to as the e-invoice). The parties agree that an e-invoice is an electronic document containing all the necessary information regarding the service provided and complying with the EU standard LVS EN 16931-1:2017 "Electronic invoicing - Part 1: Semantic data model of the core elements of an electronic invoice", and has been drawn up in accordance with the technical specification LVS CEN/TS 16931-2:2017 "Electronic invoicing - Part 2: List of syntaxes that comply with EN 16931-1".
- 2.6. The Parties agree that the Owner shall prepare e-invoices relating to this Agreement electronically, without a signature, in accordance with the requirements set out in the applicable laws and regulations of the Republic of Latvia, and shall send them to the Superficiary at their e-mail address.
- 2.7. In the event of a delay in making the payments specified in the Agreement, the Superficiary shall pay the Owner the late payment fee of 0.5% of the amount in delayed for each day of delay, but in total not exceeding 10% of the amount delayed. Payment of the contractual penalty shall be made in accordance with the invoice submitted by the Owner. The contractual penalty shall be paid within 30 calendar days of the day when the Superficiary has received from the Owner the invoice specified in this Clause of the Agreement.
- 2.8. Any payments received from the Superficiary shall first be used to cover the contractual penalty. Payment of penalty does not release the Superficiary from the payment for the right of superficies.
- 2.9. The Superficiary has paid to the Owner's account a security deposit of EUR 700.00 to secure the implementation of the project. The security deposit shall be refunded to the Superficiary within 1 month of the implementation of the project – i.e. The commissioning of the Property and registration of the Property in the division for the right of superficies.

3. EFFECTIVE PERIOD OF THE AGREEMENT AND PERIOD OF THE RIGHT OF SUPERFICIES

- 3.1. The term of the Agreement on the Right of Superficies is 15 years.
- 3.2. The Agreement shall enter into force on the date on which it is signed by the Parties and the Agreement shall remain in force until the Parties have fulfilled all their obligations under the Agreement.
- 3.3. The right of superficies shall end before the expiry of the period of the right of superficies registered in the Land Register with:
- 3.3.1. the rights belonging to the same person;
 - 3.3.2. a court judgment;
 - 3.3.3. a mutual agreement between the Parties.

- 3.4. The owner may request the termination of the right of superficies if:
 - 3.4.1. the Superficiary substantially breaches the terms of the Agreement or causes the condition of the Land Plot to deteriorate;
 - 3.4.2. the Superficiary has, without justification, delayed payment for the right of superficies for more than two months;
 - 3.4.3. the Superficiary is using the Land Plot for a different purpose.
- 3.5. The Superficiary may refuse from the Property with the right of superficies by unilaterally withdrawing from the Agreement and notifying the Owner thereof in writing at least 3 (three) months in advance, but in any event not earlier than after the targets set out in Clause 1.11 of the Agreement have been met. In such case the Owner is not liable to reimburse losses and expenses (including investments) to the Superficiary, as well as the Owner is not entitled to request repayment of the fee for the right of superficies paid in advance.
- 3.6. The right of superficies shall expire upon expiry of the period of the right of superficies registered in the Land Register.
- 3.7. Upon termination of the Agreement, the Superficiary shall dismantle the buildings (structures) built on the Land Plot, unless the Parties agree otherwise. The Land Plot shall be transferred to the Owner by a deed of acceptance and transfer.

4. OBLIGATIONS AND RIGHTS OF THE SUPERFICIARY

- 4.1. **The Superficiary undertakes:**
 - 4.1.1. to take care of the Land Plot transferred for construction and to be liable as the owner to all third parties,
 - 4.1.2. to carry all burdens, encumbrances and maintenance expenses of the Land Plot transferred for construction and the right of superficies.
 - 4.1.3. to use the Land Plot only for the purpose specified in this Agreement, observing the requirements of the laws and regulations.
 - 4.1.4. to pay the fee for the right of superficies set in the Agreement within the specified deadline and in the specified amount.
 - 4.1.5. to register the right of superficies in the Land Register within one month after signing the Owner's corroboration request, at the same time registering the Owner's prohibition to alienate the right of superficies or encumber them with rights in rem.
 - 4.1.6. to commence construction of the Property no later than within 12 months from the date of registration of the right of superficies in the Land Register.
 - 4.1.7. to commission the Property no later than within 24 months from the date of registration of the right of superficies in the Land Register.
 - 4.1.8. To register the Property in the Land Register after its commissioning.
 - 4.1.9. to maintain the utility networks located on the Land Plot, assuming full responsibility for them for the duration of the Agreement.
 - 4.1.10. to make the investments provided for in Clause 1.11.1 of the Agreement by 31 December 2028;
 - 4.1.11. to create 4 (four) new jobs by 31 December 2028;
 - 4.1.12. for five years (following the entry into force of the Agreement) every year following the entry into force of the Agreement, within one month after approval of the annual report, to provide a written report to the Owner regarding investments and newly created jobs,
 - 4.1.13. to remedy immediately the consequences of violations of provisions of the Agreement resulting from its act or omission and to compensate for the damage suffered.
- 4.2. If, during the effective period of the Agreement, the Superficiary, when carrying out the property construction works and/or ensuring its operation, damages the Property of third parties and/or the Owner or harms the life or health of third parties and/or representatives of the Owner, then all and any losses and compensation for the violation committed shall be covered by the Superficiary, at its own expense, as well as the Superficiary shall assume all and any liability for the violation and the consequences thereof.
- 4.3. **Rights of the Superficiary:**
 - 4.3.1. to construct and use the Property in accordance with the Agreement and the applicable laws and regulations,
 - 4.3.2. to use the Land Plot without being disturbed in accordance with the provisions of the Agreement.

4.3.3. An extension of the deadline specified in Paragraphs 4.1.6 and 4.1.7 is only possible with the written consent of the Local Government, provided that the Local Government is notified of this no later than 2 months before the expiry of the said deadline.

5. RIGHTS AND OBLIGATIONS OF THE OWNER

5.1. The Owner undertakes:

- 5.1.1. not to disturb the Superficiary in the use the Land Plot in so far as it is necessary for exercising the right of superficies and to provide the Superficiary free access to the Land Plot,
- 5.1.2. To inform and issue a written warning to the Superficiary regarding the violations of the terms of the Agreement that have been found,
- 5.1.3. within 1 month after commissioning of the Property and registering the Property in the division for the right of superficies, to reimburse the Superficiary the security deposit of EUR 700.00 paid by it to the Owner's account.

5.2. The Owner has the right:

- 5.2.1. to control whether the Land Plot is used in accordance with the provisions of the Agreement and, to that end, visually inspect the Land Plot,
- 5.2.2. to request the Superficiary to remedy immediately the consequences of violations of provisions of the Agreement resulting from its act or omission and to compensate for any and all damage suffered,
- 5.2.3. to request termination of the Right of Superficies if due to the fault of the Superficiary the laws and regulations or the provisions of the Agreement are not observed,
- 5.2.4. the Owner also has other rights under the Agreement and the laws and regulations.

6. AMENDMENT OF THE AGREEMENT AND DISPUTE SETTLEMENT PROCEDURE

- 6.1. Any legal relations not governed by the Agreement shall be subject to the applicable laws and regulations.
- 6.2. The provisions of the Agreement may be amended by written agreement of the Parties. Amendments to the Agreement shall enter into force after they are prepared in writing and signed by both Parties.
- 6.3. Disagreements during the effective period of the Agreement shall be settled through negotiations. If an agreement cannot be reached, the dispute shall be settled in court in accordance with the procedures specified in the laws and regulations.

7. FORCE MAJEURE

- 7.1. The Parties shall be absolved from liability for full or partial failure to perform liabilities under the Agreement, if such failure was due to force majeure.
- 7.2. Acts of God, natural disasters, epidemics, war, strikes, internal riots in the country, blockades will be unequivocally recognised as force majeure referred to in Clause 7.1 of the Agreement, which could not have been anticipated or prevented in advance by the Parties.
- 7.3. In the event that it is not possible for any Party to perform its contractual obligations properly due to force majeure, it shall immediately, but not later than 5 (five) working days after the occurrence of such circumstances, notify the other Party in writing and provide a document proving the existence of force majeure. The Party which does not comply with this provision shall lose the right to refer to force majeure as a reason of default or improper performance of the Agreement.

8. OTHER PROVISIONS

- 8.1. Following the expiry of the Right of Superficies, the Parties shall agree on handling of the Land Plot in accordance with the requirements of the applicable laws and regulations.
- 8.2. Expenses related to registering, amending and deleting the right of superficies in the Land Register shall be covered by the Superficiary.
- 8.3. Termination of the Agreement is the basis for deleting the right of superficies from the Land Register.
- 8.4. Each Party shall be financially liable to the other Party for the non-performance or improper performance of its obligations under the Agreement, as well as for losses caused to the other Party in accordance with the laws and regulations of the Republic of Latvia.

- 8.5. All notices of the Parties to the Agreement shall be sent by registered mail to the address of the Party specified in the Agreement or to another address communicated in writing by one Party to the other or by e-mail using a secure electronic signature, to the e-mail address of the Party specified in the Agreement or to another e-mail address communicated in writing by one Party to the other or to e-mail. In the case of a postal item, the notification shall be deemed to have been received on the seventh day after the date indicated in the Latvian postal stamp regarding acceptance of the registered letter for sending. A document which has been sent via electronic mail shall be deemed notified on the second working day after sending thereof.
- 8.6. All the previous agreements with regard to the subject-matter of the Agreement, regardless of whether they are oral or written, shall lose their legal force as of the day of mutual signature of this Agreement.
- 8.7. The Agreement shall be binding on the successors in title and liabilities of the Parties, who shall, within 30 days from the date of the takeover, novate the Agreement or enter into an additional agreement to the existing Agreement.
- 8.8. The Parties agree that the Superficiary will perform, without special authorisation all the activities necessary to register, amend or delete the right of superficies in the Land Register.
- 8.9. The Parties shall authorise the following contact persons to monitor and control the performance of the Agreement:
- 8.9.1. The Owner's contact person is _____, telephone _____, e-mail: _____;
- 8.9.2. The Superficiary's contact person is _____, telephone _____, e-mail _____.
- 8.10. The Agreement is drawn up as an electronic document and signed electronically with a secure electronic signature, which contains a time stamp. Each Party shall keep the signed Agreement as an electronic document.
- 8.11. Annexes to the Agreement:
- 8.11.1. Plan of the Land Plot on 1 pages.

DETAILS OF THE PARTIES:

Owner

Valmiera Municipality Local Government

Address: Lāčplēša iela 2, Valmiera, Valmieras novads, LV - 4201

Taxpayer registration code 90000043403

Bank: SEB banka AS

Code: UNLALV2X

Account No. LV94UNLA0018000142255

Superficiary:

(date, month, year)

(date, month, year)

Annex 2
 Property's at Rūpniecības iela 3, Valmiera,
 Valmiera Municipality, cadastral No. 96010130119,
 right of superficies auction regulations
Land Plot plan



APPLICATION

for participation in immovable property's at Rūpniecības iela 3, Valmiera, Valmiera Municipality,

cadastral No. 96010130119, first oral auction for right of superficies

Bidder:

Name:	
Registration No.:	
Registered address:	
Business address:	
Contact person:	
Telephone:	
E-mail:	
Bank account:	
Type of core activity of the merchant (NACE code)	
Planned activity in the property subject to the right of superficies	

Person authorised to represent the bidder or an authorised representative:

(name, surname, personal code)

By submitting this application _____,

(name of the bidder)

hereinafter referred to as the Bidder, **applies** for participation in the Valmiera Municipality Local Government immovable property's

Rūpniecības iela 3, Valmiera, Valmiera Municipality, cadastral No. 96010130119, area 12,678 m², first **oral auction for right of superficies** and confirms that:

1. The Bidder has a clear and comprehensive understanding of the Bidder's rights and obligations as set out in the auction regulations and in the relevant laws and regulations;
2. The Bidder has familiarised themselves with the auction regulations, including all annexes thereto, and their content; acknowledges that they are correct, understandable and appropriate, and agree to them;

3. The requirements set out in the auction regulations regarding the preparation of the bid, the subject matter of the agreement, the terms of the agreement and the requirements set by the Local Government for superficiesary's activities are clear and understandable to the Bidder, and therefore acknowledges that the auction committee has ensured that the Bidder can submit its bid without undue risk;
4. As at the date of submission of the application, the Bidder has no outstanding payment obligations arising from agreements and/or is not involved in any civil proceedings with Valmiera Municipality Local Government, or its institution (structural unit) or a capital company; including, the Bidder confirms that it is not to be regarded as a dishonest bidder, in accordance with Paragraph 6.3 of the auction regulations;
5. At the time of submitting the application, the Bidder is not subject to insolvency proceedings, legal protection proceedings or out-of-court legal protection proceedings, it's business has not been suspended or terminated, no liquidation proceedings have been initiated, it has no tax arrears, including arrears in respect of real estate tax;
6. The Bidder agrees that its personal data will be used to verify the accuracy of the information provided;
7. All information provided in the bid regarding the Bidder and its bids is true;
8. The bidder is not interested in the bids submitted by other bidders for this auction; the bid has been prepared individually and has not been coordinated with competitors;
9. The Bidder is aware and agrees that, during the auction procedure, in accordance with the Personal Data Protection Law, the personal data of the Bidder, the Bidder's spouse and relatives up to and including the second degree, as well as commercial companies owned by these persons, commercial companies owned by the Bidder or by the owners, management board members or proctors of the Bidder (if the Bidder is a legal person), regardless of the extent or form of their participation (including personal codes);
10. The Bidder agrees that, if, according to the information available to the Local Government, the Bidder is deemed to be a dishonest bidder or an interested party in relation to a person who is in debt to the Local Government, they shall not be admitted to the auction, as they have provided false information when completing and submitting the application form;
11. The Bidder agrees that if the bidder has not fulfilled the preconditions for the auction (Paragraphs 6.1 – 6.8 of the Regulations), including where the auction committee has deemed the business plan submitted by the Bidder to be unsuitable, in which case the Bidder is not included on the list of bidders;
12. The Bidder confirms that it has an impeccable professional reputation in its field of activity;
13. The Bidder agrees that the e-mail address provided in this application for participation in the auction shall be used for communication with the Bidder.

Enclosed:

- ☐ Document confirming payment of the security deposit on _____ p.;
- ☐ Copy of the document certifying the authorised person's right of representation on _____ p.;
- ☐ Plan for the future use of and investment in the investment property – the Land Plot at Rūpniecības iela 3, Valmiera, Valmiera Municipality on _____ p.;
- ☐ _____.
(other document – state the name of the document, the number of pages)

_____,
(place and date)

(job title)

(signature)

(print name)

Valmiera Municipality Local Government

Submitted by: _____

Registration number

--	--	--	--	--	--	--	--	--	--	--

_____ *registered address*

_____ *telephone number, e-mail address*

_____ *a non-resident shall specify the country in which the foreign legal entity is resident*

Bidder's authorised representative _____
_____ *name, surname*

Plan for the future use of and investment in the investment property – the Land Plot in the immovable property Rūpniecības iela 3, Valmiera, Valmiera Municipality, cadastral number 96010130119

- 1. Information about the commercial company:**
 - 1.1. description of the commercial activities carried out by the commercial company (up to 1 page), and the NACE classification of its core activity;
 - 1.2. description of the services provided/products manufactured, and their quality (up to 1 page);
 - 1.3. resources currently available (long-term investments held, available buildings and land areas, description of their use and intended purpose) (up to 1 page);
 - 1.4. commercial company's short-term and long-term objectives (up to 1 page);
 - 1.5. financial and economic performance indicators of the commercial company over the last three years (where available) (balance sheet, profit and loss statement).

2. Intended use of the Land Plot _____

3. Plan of proposed investments, including the long-term investment projects, types, amounts:

No.	Long-term investment objects, types	Amount of planned long-term investment (euros)
1.	Long-term intangible investments (euros):	

1.1.	Licences, concessions and patents (euros)	
1.2.	Technology acquisition costs (euros)	
2.	Long-term tangible investments (fixed assets) (euros):	
2.1.	Plant and machinery (euros)	
2.2.	Other fixed assets (required to ensure the technological process) (euros)	
Total long-term investments:		

4. Development plans of the commercial company:

4.1. schedule of planned investments in intangible and tangible long-term investments, including modern technologies, over the next three years:

Types, amounts of long-term investments	Period		
	2026	2027	2028
Long-term intangible investments (euros)			
Long-term tangible investments (euros)			
Total long-term investments (euros):			

4.2. planned volume of goods produced/services provided over the next three years:

Amount of goods produced/services provided	Period		
	2026	2027	2028
Estimated amount of goods produced/services provided (euros)			

4.3. planned number of jobs (annual average) in the commercial company over the next three years:

Number of jobs	Period		
	2026	2027	2028
Number of jobs (annual average)			

Signature of the signatory	
Name, surname	
Position	
Date	

Information to be published regarding the auction of the right of superficies

Valmiera Municipality Local Government announces immovable property at Rūpniecības iela 3,
Valmiera, Valmiera Municipality, cadastral number 96010130119,
RIGHT OF SUPERFICIES AUCTION

Valmiera Municipality Local Government (hereinafter referred to as the Local Government) announces the first oral **auction of the right of superficies** for the following auctioned property – immovable property at Rūpniecības iela 3, Valmiera, Valmiera Municipality, cadastral number 96010130119, with an area of 12,678 m².

In accordance with the Valmiera Urban Territory Planning (from 2017) and its Binding Regulations No. 270 of 08.12.2016 "Graphical Part of the Valmiera Urban Territory Planning (from 2017), Territory Use and Development Regulations" for the land units Rūpniecības iela 3, Valmiera, Valmiera Municipality, cadastral designations: 96010130098, 96010131813, the functional zone "Industrial Development Territory" has been set.

The right of superficies is auctioned for a period of 15 years.

The annual payment for the right of superficies, excluding value added tax, is set at EUR 3497.

The auction increment is EUR 100.00.

In order to participate in the auction, bidders for the right of superficies must pay a security deposit of EUR 700.

The bidders for the right of superficies may submit their applications for the auction until **17.00 on _____ 2026:**

1. by handing it in person at the Local Government's Document Management and Customer Service Centre at Lāčplēša iela 2, Valmiera, Valmieras nov., LV-4201 on Mondays from 8:00 to 18:00, on Tuesdays, Wednesdays and Thursdays from 8:00 to 17:00, on Fridays from 8:00 to 16:00; or
2. by post to the Local Government sent to the address Lāčplēša iela 2, Valmiera, Valmieras nov., LV-4201 (ensuring that it is received by the deadline specified in this Paragraph); or
3. electronically, signed with a secure electronic signature containing a time stamp, to the Local Government's e-mail address: pasts@valmierasnovads.lv.

The auction will take place on _____ 2026 at _____, at the Local Government, at Lāčplēša iela 2, Valmiera, Valmieras nov. LV-4201, in the meeting room on the 1st floor.

Contact person in the matters relating to the auction of the right of superficies is Sandis Svarinskis, Head of the Capital Management and Business Support Division of Valmiera Municipality, telephone +371 64207132, e-mail: Sandis.svarinskis@valmierasnovads.lv.

The contact person for enquiries regarding the submission of applications is Evija Stračinska, Senior Real Estate Specialist in the matters of lease of premises at the Real Estate Management Department, telephone +371 64228430, e-mail: evija.stracinska@valmierasnovads.lv.

The bidders for the right of superficies may view the regulations of the auction of the right of superficies and its annexes here:

Right of Superficies Auction Regulations

Annex 1 Draft agreement on the right of superficies,

Annex 2 Plan of the Land Plot,

Annex 3 Application to participate in the auction,

Annex 4 Investment plan.