

## **THE CORPORATION OF THE CITY OF IQALUIT, NU**

### **LAND ACQUISITION BY-LAW NO. 915**

**A BY-LAW** of the City of Iqaluit, a municipal corporation in Nunavut to acquire Real Property, pursuant to section 132.1 (1) of the Cities Towns and Villages Act R.S.N.W.T. 1988c.C-8 and amendments thereto and section 14.7.1 of the Nunavut Land Claims Agreement and amendments thereto;

**AND WHEREAS the Council of the Municipal Corporation of the City of Iqaluit deems it to be in the public interest to acquire the land described hereunder;**

**NOW THEREFORE the Council of the Municipal Corporation of the City of Iqaluit in a duly assembled meeting enact as follows:**

- 1. The Mayor and Chief Administration Officer are hereby authorized on behalf of the of the City of Iqaluit to purchase the land described in Attachment "A", from the Government of Canada for the sum of one dollar (\$1.00), as described in Attachment "B"**
- 2. The noted land shall be acquired for Municipal purposes.**

THIS BY-LAW READ a First Time this 8<sup>TH</sup> day of June, 2021 A.D.



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Kenneth Bell  
Mayor



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Amy Elgersma  
Chief Administrative Officer

THIS BY-LAW READ a Second Time this 8th day of June, 2021 A.D.



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Kenneth Bell  
Mayor



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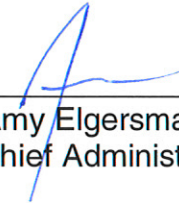
Amy Elgersma  
Chief Administrative Officer

READ a Third and Final Time this 26th day of October, 2021 A.D.



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Kenneth Bell  
Mayor



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Amy Elgersma  
Chief Administrative Officer

**ATTACHMENT "A"**

**LAND ACQUISITION BY-LAW # 915**

Lot 669

Plan 1672, City of Iqaluit.

## **Attachment “B“**

### **Offer to Purchase**

The Municipal Corporation of the City of Iqaluit, (the “Purchase”), irrevocably offers to purchase the real property identified as Lot 669, Plan 1672, Iqaluit, Nunavut, more particularly described in Schedule “A” attached hereto (the “Property”), from Her Majesty the Queen in Right of Canada, represented by the Minister of Public Works and Government Services (“Her Majesty”), for the nominal consideration of one dollar (\$1.00).

- A) This offer to purchase (the “Offer”) is made upon the following terms and conditions:
1. This Offer shall remain open for acceptance by Her Majesty for Sixty (60) days following the receipt of this Offer by Her Majesty.
  2. Acceptance of this Offer, and notices required under this Offer or the Agreement constituted by such acceptance, shall be in writing and shall be given by delivering same or mailing same by prepaid registered mail to the Purchaser at the address herein and if not delivered, to be deemed to have been received by the Purchaser at the time of delivery and if mailed shall be deemed to have been received by the Purchaser on the sixth (6) day after the posting thereof.
  3. The Purchaser agrees to accept Her Majesty’s title(s) in the Property (mines and minerals excepted); provided the title is good and free from all encumbrances, except as to any municipal by-laws; registered right-of-way or other registered easements, registered restrictions or covenants that run with the land and any restrictions in the original grant from the Crown. The Purchaser is not to call for the production of any title instrument, abstract, survey or other evidence of title except such as are in the possession of Her Majesty.
  4. The Purchaser has inspected the Property or caused it to be inspected and has made this Offer in reliance on such inspection and not in reliance on any representation, whether oral, written, or implied, by whomsoever made. The Purchaser agrees to accept the Property, including any improvements therein or thereupon, in its condition existing at the time this Offer is made.

- B) This Offer, when accepted by Her Majesty, shall constitute a binding agreement of purchase and sale (the "Agreement"), upon the following covenants and agreements:
1. The Purchaser is allowed thirty (30) days following receipt of notice that Her Majesty has accepted the Offer to examine the title at its own expense. If, within that time, any objection to the title is made in writing to Her Majesty which She shall be unable or unwilling to remove and which the Purchaser will not waive, the Agreement shall notwithstanding any intermediate acts or negotiations in respect of such objection, terminate, and the Purchaser shall have no claim against Her Majesty for costs or damages of any kind; otherwise the Purchaser shall be conclusively deemed to have accepted the title of Her Majesty to the Property.
  2. The purchase shall be completed on or before the sixtieth (60<sup>th</sup>) day following receipt by the Purchaser of a notice that Her Majesty has accepted the Offer (the "Closing Date") on which date vacant possession of the whole of the Property shall be delivered to the Purchaser.
  3. The type of instrument which will be used as the Crown grant for the Property shall be determined by Her Majesty's Minister of Justice and shall be prepared by and at the expense of Her Majesty and delivered to the Purchaser upon the Closing Date.
  4. There shall be no adjustments payable by the Purchaser upon the Closing Date. The Purchaser shall be responsible for the payment of all utility charges and costs from the Closing Date.
  5. The consideration for this purchase is exclusive of any goods and services tax ("GST") payable by the Purchaser pursuant to the Excise Tax Act. The Purchaser agrees to pay to Her Majesty or otherwise as required by law, any such GST and, in the case where Purchaser is required by law to remit the GST directly to the Canada Revenue Agency, to provide Her Majesty with evidence of the Purchaser's registration pursuant to the said Act and evidence of such payment.
  6. The Property, including any improvements therein or thereupon, is accepted by the Purchaser "as is where is" upon the Closing Date.
  7. Any tender of documents or money may be made on the Purchaser or on the solicitor for either party.
  8. If upon the Closing Date Her Majesty is for any reason beyond Her control unable to convey the Property, the Agreement shall be terminate and the Purchaser shall have no claim against Her Majesty for costs or damages of any kind, except for reasonable legal expenses incurred.

9. The Property shall be at the risk of Her Majesty up to but not including the Closing Date; thereafter the Property shall be at the risk of the Purchaser. In the event of damage to the Property before the Closing Date, the Agreement may, at the option of the Purchaser, be terminated, whereupon the Purchaser shall have no claim against Her Majesty for costs or damages of any kind.
10. Words importing the singular number may include the plural and words denoting the feminine gender may include the masculine, if the context so requires.
11. In the event that the legal description of the Property is not satisfactory for registration purposes, the Purchaser shall supply Her Majesty with a registrable description at the Purchaser's expense. All fees, levies or taxes in connection with the Registration of the Purchaser's documents shall be at the expense of the Purchaser.
12. No member of the House of Commons shall be admitted to any share or part of the Agreement or to any benefit to arise therefrom.
13. Time in all respects shall be of the essence of the Offer and the Agreement and all the provisions thereof.
14. The Agreement shall be binding upon the parties hereto and their respective heirs, executors, administrators, and permitted assigns.
15. The Purchaser shall not assign the Agreement in whole or in part without the prior written consent of Her Majesty.
16. This Purchase is made pursuant to Article 14.7.1 of the Nunavut land Claims Agreement.
17. The Agreement contains the entire agreement and understanding between the parties and there is no warranty, collateral agreement between the parties, condition or representation affecting the Property or the Agreement.

**In Witness Whereof** is hereupon set the hand and Seal of the Purchaser's duly authorized representatives the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**Signed, Sealed and Delivered**

In the Presence of:

Per: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Name  
Mayor

Per: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Name  
Chief Administrative Office

**Name and Address of Purchaser's (Please Print)**

Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone No.: \_\_\_\_\_

Email: \_\_\_\_\_

In consideration of the terms and conditions contained in this Offer, the receipt and sufficiency of which is hereby acknowledged, Her Majesty the Queen in right of Canada, as represented by the Minister of Public Works and Government Services. Hereby accepts this Offer this \_\_\_\_\_ day of \_\_\_\_\_, 2021

**The Minister of Public Works and Government Services**

\_\_\_\_\_

\_\_\_\_\_

Dee Anna Ashton Haun

Witness

Regional Manager, Real Estate Services

Public Works and Government Services Canada

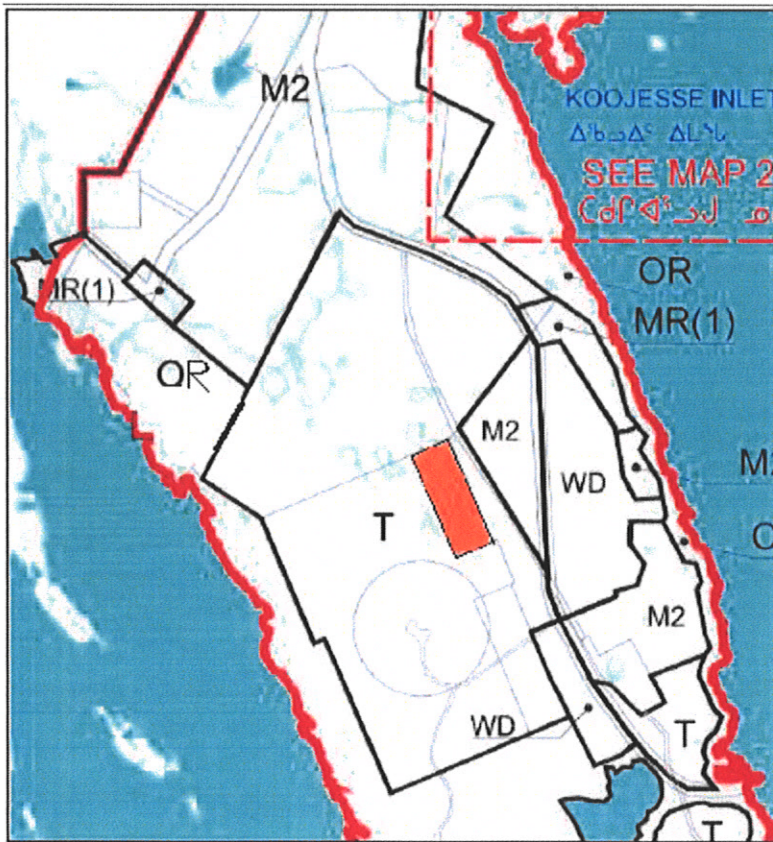



## SCHEDULE "A"

### Legal Description of the Property

Lot 669, Plan 1672

Subject to the reservations contained in sections 13-16 and 19 of the Territorial Lands Act and subject to such other rights and interests, and other terms, including restrictions on conveyance, transfer or other disposition, as provided for in the Nunavut Land Claims Agreement.



 Subject Property

