

APPENDIX C: SAMPLE APPLICATION FOR LAND FORM

Part 1 - Applicant Information (Required for All Forms of Applications)					
First Applicant			Second Applicant (if any):		
Type of Applicant:	<input type="checkbox"/> Individual <input type="checkbox"/> Corporation <input type="checkbox"/> Non-market Housing Provider <input type="checkbox"/> Government or Housing Corporation (Corporations must complete Part 9 as well)		Type of Applicant:	<input type="checkbox"/> Individual <input type="checkbox"/> Corporation <input type="checkbox"/> Non-market Housing Provider <input type="checkbox"/> Government or Housing Corporation (Corporations must complete Part 9 as well)	
Legal Name:			Legal Name:		
Mailing Address			Mailing Address		
	Daytime	Cell		Daytime	Cell
Phone			Phone		
Email			Email		
Name of Contact for Corporation:			Name of Contact for Corporation:		

Part 2 - Your Request:			
What are you applying for? (check one only)	<input type="checkbox"/>	Registration for Ballot Draw	Complete Parts 1 and Part 3
	<input type="checkbox"/>	Land Use Permit	Complete Parts 1 and Part 4
	<input type="checkbox"/>	Easement/Encroachment onto City Lands	Complete Parts 1 and Part 5
	<input type="checkbox"/>	Registration for Tender, Auction or Request for Proposal Bid	Complete Parts 1 and Part 6
	<input type="checkbox"/>	Lease of a Specific Parcel of Land? (if permitted by the Land Administration Bylaw)	Complete Parts 1 and Part 7
	<input type="checkbox"/>	Conversion or Renewal of Existing Lease	Complete Parts 1 and Part 8

Part 3 - Ballot Draw Request (Complete if you are registering for a ballot draw)			
Date of Ballot Draw			
Applicant 1 information		Applicant 2 (if applicable) information	
How many years of the last 10 have you ordinarily lived in Iqaluit?		How many years of the last 10 have you ordinarily lived in Iqaluit?	
Are you on the Nunavut Inuit Enrolment List?		Are you on the Nunavut Inuit Enrolment List?	
Are you the spouse of Applicant 2?		Are you the spouse of Applicant 1?	

Part 4 – Land Use Permit Request (Complete if you are applying for a Land Use Permit)
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Describe Land you want to use (use legal description, street address or some other description sufficient to identify the land)	
Describe how you want to use the lands	
How long do you want to use the Land?	

**Part 5 – Application for Easement or Encroachment on City Lands
(Complete only if you are applying for an Easement or Encroachment Agreement)**

Describe your property (use legal description, street address or some other description sufficient to identify the land)	
Describe the City’s property you need to encroach upon or want an easement on (use legal description, street address or some other description sufficient to identify the land)	
Describe why you need the encroachment or easement	

**Part 6 - Tender, Auction or Request for Proposal Registration
(complete only if you are applying to bid on a tender, auction or request for proposals)**

Tender, Auction or Request for proposals Applied for:	
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**Part 7 - Lease of Specific Parcel of Land
(Complete this part if you are applying to lease a specific parcel that is not part of a ballot draw, auction, tender or proposal call)**

Parcel you are applying for? (use legal description, street address or some other description sufficient to identify the land)	
Do you own or lease land next to this parcel? (If yes, describe your property by legal description, address, lease number or other description)	
How will you use the land?	
If there is more than one applicant, how will you hold title?	<input type="checkbox"/> Not Applicable (only one applicant) <input type="checkbox"/> As Joint Tenants <input type="checkbox"/> As equal Tenants in Common

	<input type="checkbox"/> As unequal Tenants in Common
Proposed Term of Lease (if less than standard 99 years)	

Part 8 – Renewal or Conversion of Existing Lease (Complete only if you are applying to renew or convert a lease you already have)	
What is your current Lease number?	
What type of lease do you need? (Normally only equity leases will be granted)	<input type="checkbox"/> Renewal of Standard Lease <input type="checkbox"/> Renewal of Equity Lease <input type="checkbox"/> Conversion of Standard Lease to Equity Lease
If there is more than one applicant, how will you hold title?	<input type="checkbox"/> Not Applicable (only one applicant) <input type="checkbox"/> As Joint Tenants <input type="checkbox"/> As equal Tenants in Common <input type="checkbox"/> As unequal Tenants in Common
Proposed Term of Lease (if less than standard 99 years)	

Part 9 – To be completed by all Corporations (other than Housing Corporation of Federal or Territorial Crown Corporations)	
In what jurisdiction are you incorporated?	
Provide the Addresses of any other property you own or lease in Iqaluit	
List any affiliated corporations that own or lease land in Iqaluit or otherwise may owe money to the City of Iqaluit. If there are none, please indicate this.	

I/We attach the required fee of \$_____.

I/We certify the information in this application form is true as of this _____ day of _____, 20__.

 Witness
 Applicant 1)

 Applicant
 (or authorized representative of

 Witness
 Applicant 2)

 Applicant
 (or authorized representative of

APPENDIX D: SAMPLE LEASE TEMPLATE

Lease no. XXXXX
City of Iqaluit

Lease # XXXXXXX

File # XXXXX



DUPLICATE ORIGINAL LEASE

The **Municipal Corporation of the City of Iqaluit** (the “City”) being (or entitled to be) registered owner of an estate in fee simple subject to the encumbrances and interests provided by law, of land described as follows:

Lot XX
Block XX,
Plan XXXX,
Iqaluit

leases to **XXXXX** (the “Lessee”), of the City of Iqaluit, in Nunavut, all its estate and interest in the land to be held by the Lessee, as tenant, commencing the **1st day of XXX, 20XX** for a term of **Ninety-nine (99) years**, at a total rent of **XXXX (XXX)** (“the Total Rent”), less an equity payment received in the amount of **XXXX Thousand, XXX Hundred XXX Dollars and XXX Cents (\$XXXX)**, leaving a balance owing of **XXXX (\$XXXX)** (“the Rent Outstanding”) to be paid to the City in full upon execution of this lease or by regular payments as outlined in Clause no. 2 and subject to Clause no. 6, and subject to the following terms and conditions, and the reservations, exceptions, terms and conditions provided or implied at law.

THE PARTIES COVENANT AND AGREE AS FOLLOWS:

PAYMENT

1. The **Lessee** has elected to amortize the Rent Outstanding with interest at a rate of ten percent (10%) per annum, compounded quarterly (10.3813% annual percentage rate), payable by [quarterly] instalments of **XXXX (\$XXXX)** each. The Lessee may choose to pay out the unamortized principal balance of the Rent Outstanding at any time during the term of this lease without notice, bonus or penalty. Upon request the City shall provide to the Lessee in writing the payout amount together with details supporting the calculation. The Lessee shall during the said term, pay the said rental and all taxes, rates and assessments charged upon the land or upon the Lessee in respect thereof.

ADJUSTMENT OF INTEREST RATE

2. The City may adjust the interest rate payable on the unpaid rental on the 5th anniversary of the commencement of this lease and on each 5-year anniversary thereafter. The interest rate payable shall be the rate then established by municipal

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bylaw for interest rates payable on equity leases. If no such bylaw is then in force, the interest rate set forth above shall continue in effect.

LATE PAYMENT FEE

3. Where any rental payment is outstanding longer than 30 days past its due date, the **Lessee** shall pay a late payment fee of 1.0% per month, compounded annually (12% annual percentage rate), or at such other rate as may be specified by bylaw passed by the City from time to time.

EQUITY

4. Upon receipt of payment in full of the Total Rent, including any interest owing, the annual lease rental will be reduced to one (\$1.00) dollar per annum for the balance of the term.

TRANSFER OF TITLE

5. The City has advised the Lessee that Article 14 of the Nunavut Agreement presently prevents the City from transferring fee simple title in the land to the Lessee. It is the intention of the parties hereto that the City transfer such fee simple title to the Lessee once this restriction ceases to apply. Accordingly, if, at any time during the term of this lease or any renewals or extensions thereof, the City is no longer restricted by Article 14 of the Nunavut Agreement from transferring fee simple title in the land, and there are no other legal impediments to doing so, and the **Lessee** has made payment in full of the "total rent", including any interest owing, fee simple title to the land shall, as soon as reasonably possible, be transferred by the City to the Lessee without the Lessee being required to pay any additional consideration other than such reasonable administration fee as the City may establish by bylaw from time to time for the preparation and execution of a transfer of the fee simple interest. The fee simple estate shall be free and clear of any financial encumbrances, but subject to any equities or encumbrances chargeable to the Lessees. The fee simple estate may be subject to non-financial registrations or statutory rights such as easements, utility rights of way and consents that are normally found registered against property of this nature and which do not affect the use, value or marketability of the property.

REFUND OF EQUITY

6. If this lease is *surrendered* with the consent of the City, rental paid by the **Lessee** shall be refunded in accordance with the provisions of the City's Land Administration By-Law in effect from time to time.

BOUNDARIES

7. The City is not responsible for the establishment on the ground of the boundaries

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of the land.

LAND USE

- 8. The **Lessee** shall use the land for residential purposes only or such other use as may be permitted by the Zoning Bylaw, as amended from time to time.

CONSTRUCTION OF IMPROVEMENTS

- 9. The **Lessee** shall construct the following improvements on the land: a XXX that has a market value of not less than XXX. Construction of the improvements shall commence within XXXXX (XX) months of the effective date of this lease, and shall be completed within XXXXXX (XX) months of the effective date of this lease.

BREACH OF CONSTRUCTION OBLIGATIONS

- 10. The **City** may terminate this lease for failure to commence or complete construction of the improvements within the time required by Clause 9 of this lease or for failure to conform to local bylaws, construction standards or regulations applicable to the construction of such improvements.

EXISTING IMPROVEMENTS

- 11. The **Lessee** shall maintain the existing improvements now situated on the land, and any improvements which may be constructed on the land, in a manner and condition satisfactory to the City.

REMOVAL OF IMPROVEMENTS

- 12. If before the expiry of this lease the **Lessee** removes 50% or more of the improvements, excluding site development, placed on the land by the Lessee or its predecessors in leasehold title, without the written consent of the City, the City may, upon sixty (60) days' notice, terminate this lease without compensation, notwithstanding the provisions of Clause 22 hereof.

DAMAGE OR DESTRUCTION OF IMPROVEMENTS

- 13. If the improvements on the land are damaged by fire or other cause to the extent that the improvements cannot be occupied, the Lessee shall proceed with diligence to repair or rebuild the improvements. If:
 - a) the improvements are not repaired or rebuilt within 36 months of the date of such damage or destruction to the point where the improvements may again be occupied; and
 - b) the Lessee is not then proceeding with diligence to complete such repairs or reconstruction,

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Lease no. XXXXX
City of Iqaluit

then the City may terminate this lease in the manner set forth in Clause 22.

ABANDONMENT OF IMPROVEMENTS

14. The City may terminate this lease if the **Lessee** causes improvements on the property to be boarded up or otherwise allows the improvements to remain unoccupied for any period in excess of 24 months without the written consent of the City.

LAND FILL

15. On the termination of this lease, the **Lessee** may sever and remove from the land all structures, fixtures, and improvements, belonging to the Lessee, saving and except any land fill (whether in the form of soil, topsoil, sand, gravel, rock, crushed rock, glacial till, concrete, asphalt, or any combination thereof).

RESTORATION

16. On the termination of this lease, the Lessee shall deliver up possession of the land in a condition satisfactory to the City.

EASEMENTS

17. The City may, where it deems it necessary in the public interest, establish easements through, under or over any portion of the land for any public utility purpose, but said easements shall not unreasonably interfere with the rights granted to the **Lessee** hereunder or with any improvements made by the Lessee on the land.

ACCESS

18. The City or any *person* authorized by the City may at all reasonable times, on reasonable notice and in a reasonable manner, enter upon the land for the purpose of examining the condition thereof.

ENVIRONMENT

19. Notwithstanding anything herein to the contrary, the **Lessee** shall, at all times, keep the land in a condition in compliance with City By-Laws and any provision at law having application.

SUBLEASE REQUIREMENT

20. The **Lessee** shall not assign, alienate or otherwise dispose of, and whether in whole or in part, this lease or the lessee's interest in the land without the consent of the City in writing. The City's consent shall be subject to the requirements of the Land Administration Bylaw in effect at the time such consent is requested, including the

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payment of fees that may be set by bylaw.

CONSENT TO MORTGAGES

21. The **Lessee** shall not mortgage or charge, whether in whole or in part, this lease or the lessee’s interest in the land without the consent of the City in writing. The City’s consent shall be subject to the requirements of the Land Administration Bylaw in effect at the time such consent is requested, including payment of any fees that may be set by bylaw.

NON-COMPLIANCE

22. Where the City intends to terminate this lease because of non-compliance by the **Lessee** with any of the lessee’s obligations hereunder, the City shall first provide not less than ninety (90) days’ notice in writing of such intention to the Lessee and to each mortgagee and caveator with an interest registered against title to the land (such mortgagees and caveators being hereafter referred to as “Interested Parties”) at the address of each of the Interested Parties shown on the Land Titles Office records in respect of such interest. Such written notice shall allow the Lessee or Interested Party to remedy the default or breach within the ninety (90) day period or to commence to remedy a default or breach reasonably incapable of being completely remedied within the ninety (90) day period, in which latter event, the remedial steps shall be diligently undertaken continuously to completion.

COMPLIANCE

23. The **Lessee** agrees to comply with all applicable laws, regulations and by-laws of the Federal Government, the Territorial Government, the City or any other governing body whatsoever that have been or may be enacted that in any manner affect the land or the **Lessee’s** use of the land.

TERMINATION

24. Termination of this lease shall not prejudice the City’s right to unpaid rental or any other right with respect to a breach of any covenant or agreement herein contained.

TIME

25. Time shall be of the essence in this agreement.

WAIVER

26. The City shall not be deemed to have waived any breach by the **Lessee** of any of the covenants or agreements herein contained, unless such breach is waived in writing. A waiver shall relate only to the specific breach to which it refers.

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City of Iqaluit

IMPLICATION

27. No implied covenant or implied liability on the part of the City is created by the use of the words “demise and lease” contained herein. References herein to gender or number shall be construed and applied in grammatical conformity herewith

CITY PERMITS

28. Nothing in this lease relieves the Lessee from the obligation to comply with the Zoning Bylaw and other applicable bylaws in developing, maintaining or using the land.

SURVIVORSHIP

29. This lease ensures to the benefit of, and is binding upon, the City and the Lessee and his respective successors and assigns, in whatever capacity.

ADDRESS FOR NOTICES

30. Wherever in this lease it is required or permitted that notice or demand be given or served by any party to this lease to or on the other, such notice or demand shall be given or served in writing and forwarded by registered mail, addressed as follows:

To the City: Director of Planning and Development
Municipality of Iqaluit
PO Box 460
Iqaluit, NU
X0A 0H0

To the Lessee: XXXXXXXXXXXXX
P.O. Box XXX
Iqaluit, NU
X0A 0H0

or to such other address as either of the parties may from time to time notify the other in writing in the manner hereinbefore provided.

IN WITNESS WHEREOF the parties have executed this agreement as of the ____ day of _____, 20__.

**THE MUNICIPAL CORPORATION OF
THE CITY OF IQALUIT**

Per.

Director of Planning and Development
INITIALS _____

Lease no. XXXXX
City of Iqaluit

Per.

Lands Administrator

ACCEPTANCE

The Lessee accepts this lease of the land described above, to be held by him as tenant, subject to the conditions, restrictions and covenants express or implied in the lease.

Per.

XXXXXXXXXX – Lessee

(witness)

Postal address of Lessee
For the purpose of s. 25
Of the Land Titles Act:

P.O. Box XXX
Iqaluit, NU
X0A 0H0

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Lease no. XXXXX
City of Iqaluit

AFFIDAVIT OF EXECUTION

CANADA) I, _____
NUNAVUT) of the City of Iqaluit
TO WIT:) in Nunavut, make oath and say:

1. **THAT** I was personally present and did see XXXXXXXXXX the said Lessee named in the within instrument, who is personally known to me, duly sign and execute the same for the purposes named therein;
2. **THAT** the said instrument was executed at the City of Iqaluit, in Nunavut, and I am subscribing witness thereto,
3. **THAT** I know XXXXXXXXXX the said Lessee, and he is in my belief of the full age of nineteen years.

Sworn before me at the City of Iqaluit)
In the Territory of Nunavut)
this _____ day of _____, 20__)
)
)
)
)
)

A Commissioner for Oaths
in and for Nunavut.
My Commission expires: _____

(Witness)

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APPENDIX E: BALLOT DRAW CONDITIONS & PROCEDURES

ADMINISTRATION

The Ballot Draw will be administered by the Chief Administrative Officer who will resolve any disputes.

ELIGIBILITY

1. Applicants must be the age of majority (has attained the age of 19 years) at the time of application. Proof of age may be required.
2. Applicants must have been a resident of Iqaluit for a minimum of two (2) years at the time of application. Proof of residency may be required.
3. Applicants must provide proof of financing from an accredited financial institution for an amount not lower than \$300,000, or, in certain cases other proof and/or amount considered appropriate by the Director of Planning and Development.

DEFINITIONS

“Category 1 – Inuit, an eligible applicant that is enrolled on the Nunavut Inuit Enrolment List, and a resident of Iqaluit for at least 2 years.

“Category 2 – All other eligible applicants that have been a resident of Iqaluit for at least 2 years.

PROCEDURES

1. An **Application for Land** must be submitted to the City to be eligible for the Ballot Draw. An Application for Land may not be transferred or assigned to another person.
2. Only ONE (1) application is allowed per household.
3. Applicants **must be present** at the time of the draw. If an applicant is unable to attend the day of the draw, he or she must provide a Letter of Proxy or Legal Power of Attorney for the party that will be present on their behalf. A person may only be represented once, by proxy or in person. A party may only represent one applicant. A ballot may not be transferred or assigned to another person.
4. On the date of the draw, the **Stage 1 Ballot Draw** will proceed first as follows:
 - a. 30% of the lots advertised for the Ballot Draw shall be included in the Stage 1 Ballot Draw. For portion of lots, the number of lots will be rounded up to the nearest one (1) lot. For example, if 28 lots were advertised for the Ballot Draw, 30% of 28 lots is equal to 8.4 lots, which means that 9 lots would be available for the Stage 1 Ballot Draw;
 - b. Each Category 1 applicant or proxy that is present will receive 1 ballot each;

- c. Ballots will then be drawn and lots selected in accordance with the following:
 - i. the first applicant or proxy whose name is drawn will have first choice of a lot; and
 - ii. the second applicant or proxy whose name is drawn will have the next choice; and
 - iii. the draw will continue in this manner until all ballots have been drawn or until all lots have been selected.
5. After the Stage 1 Ballot Draw is complete, and on the same day, the **Stage 2 Ballot Draw** will proceed as follows:
 - a. All remaining lots advertised for the Ballot Draw shall be included in the Stage 2 Ballot Draw.
 - b. Ballots shall be distributed to Applicants as follows:
 - i. Each Category 1 applicant or proxy that is present, and who did not successfully obtain a lot in the Stage 1 Ballot Draw, will receive 3 ballots each;
 - ii. Each Category 2 applicant or proxy that is present, will receive 1 ballot each.
 - c. Ballots will then be drawn and lots selected in accordance with the following:
 - i. the first applicant or proxy whose name is drawn will have first choice of remaining lots; and
 - ii. the second applicant or proxy whose name is drawn will have the next choice of remaining lots; and
 - iii. the draw will continue in this manner until all ballots have been drawn or until all lots have been selected.
6. If no lots are available after all ballots have been drawn, 5 additional ballots will then be drawn and these applicant names put on a waiting list.
7. In the event that a successful Ballot Draw applicant does not enter into a lease with the City within the prescribed time frame, the City will offer the lot to the applicants on the waiting list.
8. Any lots remaining after the Ballot Draw will be available on a “First-Come, First-Serve basis”.
9. If a person’s name is drawn, all remaining ballots in that person’s name shall be void and shall be disregarded if drawn.

CONDITIONS AND REQUIREMENTS

1. Applicants are required to submit with their **Application for Land** the application fee in accordance with the Fees and Charges By-law, which fee shall be non-

refundable and shall be paid to the City by cash, major credit card, certified cheque or money order.

2. The City may at any time require reasonable proof that an applicant is eligible for any ballot category for which the applicant claims to eligible.
3. Lots are leased on a “AS IS” basis. It is the responsibility of the Lessee to check the zoning of the land, the location of services, and the suitability of the Lot for the Lessee’s purposes. Without limiting the foregoing, the City accepts no responsibility for soil conditions or the location of bedrock on the lots.
4. Within fifteen (15) working days following the confirmation by the City of the final lot price, successful ballot holders are required to pay by cash, certified cheque, or a money order a non-refundable deposit equaling 10% of the Lot Price, plus the first quarterly land lease payment. If the deposit and payment are not received in the specific time frame, the successful ballot holder forfeits any and all first rights to the lot and it will then be available for disposal by the City.
5. The successful ballot holder is required to enter into an equity lease with the City for the selected lot in the City’s standard form of equity lease.

LOTS

It is the responsibility of the Lessee to locate property pins and boundaries and to site any and all improvements within the said boundaries in compliance with all City By-laws.

CONSTRUCTION

It is the responsibility of the lessee to acquire all permits prior to any construction taking place. Applications shall be made to the Development Officer for a Development Permit as soon as is practical following the signing of the lease. The Lessee must commence construction and complete construction within a specified time after the effective date of the lease. If development is not completed to building occupancy stage within this time frame, then the lease is subject to cancellation.

All building constructions are subject to the National Building Code, Electrical Codes, National Fire Codes, and all applicable by-laws of the City of Iqaluit. The Lessee must also comply with all requirements under the Water and Sewer By-law for water supply and sewage disposal hook-ups.

I/We have read and fully understand the above procedures. We wish to have our name(s) included in the Ballot Draw.

Print name

Signature

Print name

Signature

_____ **Date**

