

CALL FOR PROPOSALS

Lake Subdivision Institutional Lot (Lot 1, Block 232, Plan 3591) CITY OF IQALUIT

PROPOSALS DUE: May 21, 2024, 4 PM local (Iqaluit) time



PROPOSAL CALL Lake Subdivision Institutional Lot (Lot 1, Block 232, Plan 3591) <u>CITY OF IQALUIT</u>

THE PROPOSAL CALL

The City is seeking proposals from proponents wishing to enter into an equity lease with the City for the vacant *Public/Institutional Zone* lot in the Lake Subdivision, being the lands described as:

Lot 1, Block 232, Plan 3591

("the Property"). A context map is included in Appendix 'A' for reference. The equity lease shall be a term of 99 years and substantially in the form of the lease attached hereto as Appendix 'D'.

The proponent will be required to state in general terms how the Property will be developed. Any use "permitted" on the Property under the City's current *Zoning Bylaw* will be acceptable for the purposes of the Proposal Call. A summary of the *Public/Institutional (P) Zone* provisions is included in Appendix 'B' for reference. Proposals will be awarded points based on the evaluation criteria as described in this document.

ADMINISTRATION

The Director of Planning and Development will administer the Proposal Call and will resolve any disputes.

ELIGIBILITY

To be eligible to bid, the Proponent:

- 1. Must meet all requirements outlined in the Land Administration By-Law;
- 2. Cannot have any property tax, utility, or other accounts with the City that are overdue in excess of ninety (90) days at the closing date for receipt of proposals; and
- 3. Must be in good standing with the Legal Registry, Department of Justice, if the Propenent is a corporation or organization.



SITE DESCRIPTION

The Property is a vacant 4,230 m² parcel located at the corner of Road to Nowhere and Imiqtarviminiq in the Lake Subdivision (see context map in Appendix 'A'). The lot is fully serviced with good access but is rocky and sloped. The lot has never been leased and has remained vacant since it was surveyed in the early 2000s. Segments of the downstream sewer are currently at capacity. Sewer infrastructure upgrade works by the City are ongoing.

The lot is bounded by roads to the north and west and Open Area land to the south and east. Surrounding developments include multi-unit residential to the north, places of worship to the west and low-density residential to the south. The lot is located to the north-east of Future Development Area B, which has been identified for a future subdivision in the City's *General Plan By-law No. 898*.

LOT PRICE

Per Section 52 of the City's *Land Administration By-law No. 897*, the price of old parcels is based on market value. A land appraisal has determined the market value of the lot at \$1,140,000. At Council's discretion, the market value of an old parcel may be reduced by up to 30% to support a proposed development that will represent a community benefit.

The land appraisal will be made available upon request.

SUPPORTING DOCUMENTATION

The City encourages all applicants to consult the following documents in preparing their proposal:

- Equity Lease Template (attached to this document as Appendix 'D').
- A Registered Plan of Survey for Lot 1, Block 232, Plan 3591 can be downloaded from the Canada Lands Survey System website: <u>https://clss.nrcan-rncan.gc.ca/mb-nc/en/index.html</u>. A CAD or GIS format version of the Registered Plan of Survey can be downloaded from the Canada Lands Digital Cadastral Data site: <u>https://open.canada.ca/data/en/dataset/1088fbca-1332-41b6-818ff9e276515f48</u>. Note that Iqaluit cadastral data is Zone19 in Nunavut.
- The *Public/Institutional (P) Zone* Provisions that apply to the Property including permitted uses and zone provisions (see Appendix 'B'). Note that other *Zoning By-law No.* 899 provisions related to parking, driveways and accessory buildings also apply to the Property but are not included in



Appendix 'B'. The *Zoning Bylaw* is available on-line at: <u>https://www.iqaluit.ca/city-hall/departments/planning-and-development/general-plan-and-zoning-law</u>

- The City of Iqaluit General Plan By-Law No. 898 available at: https://www.iqaluit.ca/city-hall/departments/planning-anddevelopment/general-plan-and-zoning-law
- The City of Iqaluit Housing Action Plan: 2022 to 2301 and Housing Action Plan Addendum, available upon request.

PROCEDURES

- Proposals shall be submitted at the City of Iqaluit via MERX (MERX.com): by May 21, 2024, at 4 PM local (Iqaluit) time. Proposals should not exceed 5 MB. No late proposals will be accepted. A hard copy may be delivered to the City of Iqaluit at 901 Nunavut Drive, Attention: Mathew Dodds, Director of Planning and Development.
- 2. All inquiries concerning this competition are to be directed by email only to M.Dodds@iqaluit.ca. Clarifications will be issued via written addenda and will be posted on the City of Iqaluit website. Verbal explanations or instructions will not be binding. The deadline for submitting inquiries will be April 30, 2024, at 4 PM local (Iqaluit) time. The City will post clarifications via addenda no later than May 3, 2024.
- 3. Each proposal shall be accompanied by the following:
 - a. a description of the proposal use including any relevant information based on the Proposal Call Evaluation Criteria noted below;
 - b. a completed Bid Form (Appendix 'B');
 - c. a completed Land Application Form (Appendix 'C');
 - d. a non-refundable proposal fee payment of \$700.00, payable to the City of Iqaluit.
- 4. The City will review each proposal against the Proposal Call Evaluation Criteria and each proposal will be given a point score. The maximum score is 100 points.
- 5. The City may, in its absolute discretion, accept an incomplete Proposal, but the Proposal shall be scored based only on the information provided.

PROPOSAL CALL REQUIREMENTS & EVALUATION CRITERIA

A proponent for the RFP must include in the Proposal a description of:



- The proposed use of the site;
- How the development will meet the City's goals and objectives, and;
- The proponent's professional experience as it relates to the proposed development.

The successful proponent is required to **obtain the highest overall number of points out of a total of 100**. Proposals will be evaluated on the following criteria:

1. Proposed use(s) of the site (40 points)

The City is seeking a Proposal that demonstrates an appropriate use of the site within the surrounding context. This section of the proposal may not exceed 3 pages of text, 3 pages of drawings/sketches, and 1 page of schedule details. Proposals should consider the following items:

- Detailed description of the new proposed facility and other proposed site features, including rough/schematic sketches or layout drawings (15 points);
- b. Detailed project schedule for all phases of the development from the time of leasing to the time of facility opening (15 points);
- c. Intended processes for procuring design and construction services and local involvement for each phase of the proposed development (5 points); and
- d. Understanding of municipal approval processes and requirements (5 points).

2. Ability of the Proposal to meet the City's Goals and Objectives (40 points)

The City is seeking a Proposal that demonstrates that the Proponent(s) have both the interest and ability to use and improve the site in accordance the City's goals and objectives.

This section of the proposal may not exceed 4 pages of text. Proposals should consider the following items:

- a. Proposed uses are an appropriate use of the land, comply with the provisions of the *Zoning By-law* and advance the objectives of the *General Plan* (10 points);
- b. Proposed use provides a demonstrable community benefit (15 points); and
- c. Proposed use should consider the goals of the City's *Housing Action Plan* and include a housing component, as permitted within the *Public/Institutional* zone (15 points).

3. Professional Experience (20 points)



Proponents should have demonstrated experience in site development or have identified an appropriate partner or contractor with experience in land development.

This section of the proposal may not exceed 2 pages of text. Proposals should consider the following items:

- a. Description of experience in overall design and construction of new developments (10 points);
- b. Description of experience in operating a business or non-profit organization (5 points);
- c. Demonstration of valid experience in Northern developments (5 points).

SUBMISSION REQUIREMENTS

The Proposal shall include a completed Bid Form (Appendix 'B') and Land Application Form (Appendix 'C') along with a full written description of the proposed use as per the Evaluation Criteria above including:

- 1. Proposed development use, as outlined in Criteria 1a.-1d. above, including:
 - a. Detailed project schedule, including municipal approval processes.
 - b. Design and construction services procurement processes.
- 2. Alignment with the City of Iqaluit policy objectives, as summarized in Criteria 2a. 2d. above.
- 3. Development experience of the proponent as outlined in Criteria 3. above.

Proposals are due May 21, 2024, at 4 pm local (Iqaluit) time.

CONDITIONS AND REQUIREMENTS

- 1) Within twenty (20) working days following notification of a successful proposal, proponents are required to pay by cash, major credit card, certified cheque, or a money order, a non-refundable deposit equaling the indicated Lot Price. If the deposit and payment is not received in the specified time frame, the City may accept another proposal or cancel the Proposal Call entirely without any liability to the successful proponent.
- 2) The successful proponent is required to enter into an equity land lease agreement with the City for the lands to which this proposal applies. The land lease shall be substantially in the form of an Equity Lease Template, attached hereto as Appendix 'D'.



- 3) It is the responsibility of the successful proponent to check the zoning regulations applicable to the land and the location of services. The City accepts no responsibility for soil conditions, bedrock location, or the adequacy of municipal servicing. At the time of Development Permit, the proponent will be required to demonstrate proposed servicing demand and confirm adequacy of servicing infrastructure to meet projected demand.
- 4) It will be a condition of the agreement that the proponent establish the proposed use and build any improvements on the Property in general accordance with their Proposal. Failure to establish the proposed use or to construct improvements as proposed may result in termination of the agreement and legal action.
- 5) The City shall not be obligated to accept any of the proposals submitted and may choose to cancel the Proposal Call at any time.
- 6) Proposals shall be open for acceptance by the City until ninety (90) working days following the submission deadline.
- 7) The City of Iqaluit shall announce the successful proponent within ninety (90) working days following the submission deadline (local time) by email to the successful proponents and an announcement at City Hall. If the announcement of the successful proponent needs to be delayed, every applicant shall be notified of the date, time and location of the announcement.
- 8) It will be the responsibility of the successful bidder to acquire all permits prior to commencing any construction. Nothing herein waives or reduces the obligations of the successful proponent to comply with all applicable laws and bylaws in development the Property.
- 9) Construction is subject to the National Building Code, National Plumbing Code, Electrical Code, National Fire Codes, and all applicable by-laws of the City of Iqaluit.
- 10) The City cannot guarantee that awarding a contract to the proponent for the proposed use is a confirmation of servicing capacity for the proposed development.
- 11) Proponents and their agents will not contact any member of the City Council, City Staff or City Consultants with respect to this Call for Proposals, other than the City Representative named in this Request for Proposal, at any time prior to the award of a contract or the cancellation of this Request for Proposal.



Notwithstanding the preparation of and submission of a Proposal by a Proponent, the City of Iqaluit reserves the right not to lease the Property even if all the criteria in this Proposal Call are met. The Proponent waives all and any claims against the City of Iqaluit relating to and/or arising from this Call for Proposal in the event the City of Iqaluit decides not to enter into an equity lease with the Proponent.

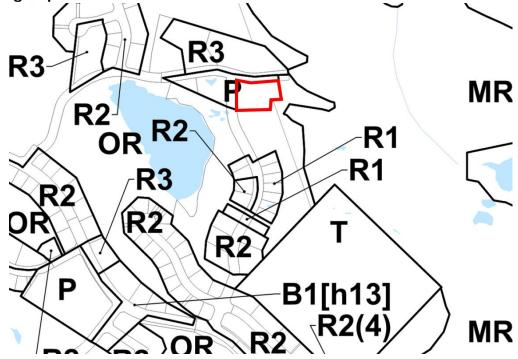


APPENDIX 'A'

Context Map



Zoning Map





APPENDIX 'B'

Summary of Zoning Provisions for the Public/Institutional (P) Zone

The information below includes a summary of the Zone Provisions for the Public/Instituional (P) Zone. <u>Please note that other provision of the *Zoning Bylaw* such as requirements for parking, driveways and accessory buildings apply.</u>

Please consult the *City of Iqaluit Zoning By-law No. 899* at: https://www.iqaluit.ca/city-hall/departments/planning-and-development/generalplan-and-zoning-law

PERMITTED USES

18.1 The following uses shall be permitted in the P Zone:

Dwelling unit(s) in a Non-Residential building provided that they are located above the first storey Boarding house Cemetery Community centre Community greenhouse Day care centre, See Section 5.2 Educational facility **Emergency and protective services** Home based business, See Section 5.3 Medical facility Parking lot Place of assembly Place of worship Park **Recreation facility** Residential care facility **Resource centre** Shelter Short term rental, See Section 5.7 Utility Installation, See Section 5.14

ZONE PROVISIONS

18.2 The following provisions shall apply in the P Zone:

| Lot Area (min) | 600 m ² |
|-------------------------|--------------------|
| Lot Frontage (min) | 20 m |
| Yard Requirements (min) | |
| Front | 6 m |
| | 6 m |



| Rear | 6 m |
|---------------------------------|------------------------------|
| Interior Side, fully serviced | 2 m |
| Interior Side, trucked services | 5 m |
| Exterior Side | 2 m |
| Lot Area (min) | 500 m2 |
| Building Height (max) | Maximum of 3 storeys, not to |



APPENDIX 'B' PROPOSAL BID FORM

I have read and fully understand the Proposal Call. Without limitation, I acknowledge that if I am the successful proponent:

- a) I will be obligated to commence development within 12 months (1 year) of the execution of the equity lease;
- b) I am accepting the Property in its current condition; and
- c) I will be obligated to sign the equity lease and to pay 10% of the equity lease price and the first quarterly payment within 20 days of being notified that my proposal has been accepted.

On that basis, I submit the following proposal:

1. General Description of Proposed use(s) of the Property:

This Bid form must be accompanied by a completed Land Application form and a cheque or money order for \$700 (no GST), payable to the City of Iqaluit for a non-refundable Proposal Submission fee.

Company or Organization Name

Print Name (Authorized Signatory)

Signature

Date

APPENDIX 'C'

Land Application Form

| Part 1 - Applicant Information (Required for All Forms of Applications) | | | | | |
|---|--|----------------------------|--|---------|--|
| First Applicant | | Second Applicant (if any): | | | |
| Type of Applicant: | □ Individual □ Corporation □ Non-market Hou □ Government or H Corporation (Corporations must as well) | ousing | Type of Applicant: | | sing Provider Iousing Corporation t 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 | Registration for Ballot Draw | Complete Parts 1 and Part 3 |
| for? | Land Use Permit | Complete Parts 1 and Part 4 |
| (check one only) | Easement/Encroachment onto City Lands | Complete Parts 1 and Part 5 |
| | Registration for Tender, Auction or Request for Proposal Bid | Complete Parts 1 and Part 6 |
| | Lease of a Specific Parcel of Land? (if permitted by the Land Administration Bylaw) | Complete Parts 1 and Part 7 |
| | 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 | | | |
| Provide this Information for | Applicant 1 | Provide this Information for | Applicant 2 (if any) |
| How many years of the last 10 have | | How many years of the last 10 have | |

| Have you or your current spouse previously owned a home in Iqaluit? | Have you or your current spouse previously owned a home in Iqaluit? | |
|---|--|--|
| Do you or your current spouse now own or lease land zoned for residential use in Iqaluit? | Do you or our current spouse now own or lease land zoned for residential use in Iqaluit? | |
| Are you Nunavut Inuit? | Are you Nunavut Inuit? | |
| 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) | | |
|---|--|--|
| 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: | | |

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? | Not Applicable (only one applicant) |
| | As Joint Tenants |
| | As equal Tenants in Common |
| | As unequal Tenants in Common |
| Proposed Term of Lease (if less than standard 30 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? Renewal of Standard Lease Renewal of Equity Lease Conversion of Standard Lease to Equity Lease If there is more than one applicant, how will you hold title? Not Applicable (only one applicant) As Joint Tenants As equal Tenants in Common Proposed Term of Lease (if less than standard 30 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 (or authorized representative of Applicant 1)

Witness

Applicant (or authorized representative of Applicant 2)

APPENDIX 'D'

City of Iqaluit Equity Lease Template



Lease #XXXXXX File # XXXX-XX-XX

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 and XXX Dollars and XXX Cents (\$XXXX), leaving a balance owing of XXXX (\$XXX) ("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. 3.

This lease is subject to the reservations, exceptions, terms, and conditions provided or implied at law.

THE PARTIES COVENANT AND AGREE AS FOLLOWS:

COMPLIANCE

1. The **Lessee** agrees in all respects to abide by and comply with all lawful rules, regulations and by-laws of the Federal Government, Territorial Government and or any other governing body whatsoever that have been or may be enacted and in any manner affect the said land.

PAYMENT

2. 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. A Sample Amortization Schedule can be found at the end of Appendix D and form a part hereof.

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.

REFUND OF EQUITY

5. 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.

TRANSFER OF TITLE

6. 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.

BOUNDARIES

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

IMPROVEMENTS

11. The Lessee is responsible for ensuring that all improvements to the land are made within the boundaries of the land.

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, 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 either with the improvements removed and the land restored to its original condition, or in accordance with City by-laws.

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 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.

TERMINATION

23. 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

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

WAIVER

25. 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.

IMPLICATION

26. 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

27. 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

28. 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

29. 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 City of Igaluit 100-1085 Mivvik St.Iqaluit, NUX0A 3H0To the Lessee:XXXXXXXAddress as per Canada PostIqaluit, NUPostal Code as per Canada Post

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 ______, 2024.

THE MUNICIPAL CORPORATION OF THE CITY OF IQALUIT

Per.

Mayor

Per. _____ Chief Administrative Officer