

THE CORPORATION OF THE TOWN OF IQALUIT, N.W.T.
BY-LAW NO. 365

A **BY-LAW** of the **Municipal Corporation of the Town of Iqaluit** in the Northwest Territories to provide for the administration of municipal lands, pursuant to Section 132.2 of the Cities, Towns and Villages Act, RSNWT 1988, c C-8.

Whereas the the Council of the Municipal Corporation of the Town of Iqaluit deems it to be desirable to establish a uniform process for the disposal of real property owned, leased or otherwise held by the Town;

NOW THEREFORE, THE MUNICIPAL CORPORATION OF THE TOWN OF IQALUIT, at a duly assembled meeting, enacts as follows:

Title

1. This By-Law may be cited as **"The Land Administration By-Law"**.

Definitions

2. In this By-Law:
 - a) **"Council"** means the Council of the Municipal Corporation of the Town of Iqaluit.
 - b) **"Cancel"** means the termination of a lease at the initiative of the Town.
 - c) **"Development Costs"** means the costs directly incurred by the Town in developing land, including the costs of:
 - i) planning and engineering design;
 - ii) project management;
 - iii) administrative costs;
 - iv) road construction;
 - v) land fill;
 - vi) open spaces, parks, recreation improvements;
 - vii) piped water and sewer lines;
 - viii) electrical distribution lines (and poles);
 - ix) legal surveys;
 - x) land acquisitions and disposal costs;
 - xi) finance charges, including interest, for any loans incurred in developing the land;
 - xii) provision of any other utility services.
 - d) **"Disposal of Land"** means the lease or other disposition of land.
 - e) **"Equity Lease"** means a lease which a lot price has been established and the Lessee makes payments that are credited against the principal lot price after appropriate interest and service charges have been made, until such time as the lot price is paid in full.
 - e) **"Historical Data"** means any information obtained by and acceptable to the Town, on file, or inherited from the Territorial Government.
 - g) **"Lands"** means lands owned , leased or otherwise held or acquired by the Municipal Corporation.
 - h) **"Lessee"** means the person or persons who have been granted by lease, occupancy of lands.

- i) **"Lessor"** means the person, persons granting a lease.
- j) **"Lot"** means a parcel of land, for which development costs have been incurred and which has been duly described or surveyed for the purpose of lease or other disposition.
- k) **"Lot Price"** means the price of a lot and maybe subject to development costs, site specific factors, off-site levies or replacement cost and any applicable taxes.
- l) **"Market Value"** means the value of a parcel of land based on the amount that a willing buyer would pay to a willing seller. This value shall be determined by a professionally qualified land appraiser or by public tender or auction.
- m) **"Minister"** means Minister of Municipal and Community Affairs.
- n) **"New Lot"** means lots for which development costs are known.
- o) **"Off Site Levy"** means a surcharge levied by the Town to the Lessee of lands to assist in the payment of all or part of, the capital costs of new or expanded infrastructure, including land, such infrastructure being, located outside the lands being leased, but of direct, though not exclusive, benefit to the lessee.
- p) **"Old Lot"** means lots which development costs are not known.
- q) **"Replacement Cost"** means the estimated development costs for a parcel of land, updated to the current year, representing the costs to develop a similar lot and incorporating site-specific factors.
- r) **"Site Specific Factors"** means factors which may be used, where applicable, in adding or subtracting up to 25% of the development costs of new lots or the replacement cost for existing developed lots, and which may be composed of:
 - i) size of land parcel;
 - ii) site conditions;
 - iii) desirability of location
 - iv) adjacent land uses; and
 - v) proposed land use.
- s) **"Senior Administrative Officer"** means the Senior Administrative Officer of the Town of Iqaluit or such other person as may be designated, from time to time, to exercise the powers and perform the duties of the Senior Administrative Officer pursuant to this By-Law.
- t) **"Surrender"** means a Lease which has been surrendered at the initiative of the Lessee
- u) **"Town"** means the Town of Iqaluit.

Application of the By-Law

3. This By-Law shall, except as otherwise expressly authorized by the Minister, apply to all leases or other dispositions of land by the Town.

Preconditions to Acquisitions and Disposal of Land

4. Neither the Town nor any authorized representative of the Town shall make or enter into any offer, agreement or other arrangement for the purchase, lease or other dispositions of land by the Town, except by By-law in the form of Appendix's A and B attached hereto and each By-law shall contain:
 - a) a complete legal description of the lands to be acquired, leased or otherwise disposed of;
 - b) the minimum consideration to be paid for the acquisition, lease or other disposition of the land; and
 - c) the terms and conditions, if any, upon which the lands shall be leased or otherwise disposed of.
5. No By-Law for the acquisition, lease or other disposition of land, shall be passed pursuant to Sections 131 (3) and 131 (4) of the Cities Towns and Villages Act, until:
 - a) it has been established through a search at the appropriate Land Registry Office, that the Town may lawfully acquire, sell, lease or otherwise dispose of the land;
 - b) an inspection of the lands has been conducted to determine:
 - i) if the lands are occupied;
 - ii) if there are any improvements situate on the lands;
 - iii) if there are any easements affecting the lands; and,
 - iv) such other information as Council may, in its discretion, consider to be relevant;
 - c) the Senior Administrative Officer has certified to Council the assessed value of the lands and any improvements situate thereon and that the proposed use of the lands shall comply with the Planning Act and zoning requirements of the Town in effect from time to time.

Advertising of Land for Disposal

6.
 - a) Subject to subsection 6 (c), the Town shall not lease or otherwise dispose of lands until it has published a notice of such proposed lease or disposition;
 - i) by advertisement for two consecutive weeks in a newspaper having weekly circulation in the Town; or,
 - ii) by notice posted in three prominent places in the Town for a period of two weeks.
 - b) Each advertisement or notice shall contain:
 - i) a sketch, identifying the size and location of the lands to be leased or otherwise disposed of;
 - ii) the minimum consideration for which the lands will be leased or otherwise disposed of;
 - iii) an indication as to the method to be employed in leasing or otherwise disposing of lands;
 - iv) an indication as to where and when applicants may obtain application forms; or
 - v) an indication as to where and when applicants may obtain further information.

- c) Subsections 6 (a) and 6 (b) shall not apply to:
 - i) lands required by the Town, Federal or Territorial Governments;
 - ii) lands which can only be of use to an adjoining owner;
 - iii) additional adjacent lands required for expansion of an existing development; and
 - iv) lands which have been previously advertised and have not yet been leased or otherwise disposed of subject to Sections 26 and 27.
- 7. The Town shall readvertise for lease or other disposition subject to Sections 6, lands for which:
 - a) re-zoning has taken place and the lands remain untenured; or
 - b) application has been made, but subsequently withdrawn; or
 - c) lease has been granted, but cancelled or surrendered prior to improvements being constructed.

Application for Land

- 8. The Town shall only accept a written application for land in the form of Appendix C. This form shall contain, but not be limited to:
 - i) the legal name of the applicant or applicants;
 - ii) the legal description of the land;
 - iii) the purpose for which the land is to be used;
 - iv) a request, if applicable, for joint tenancy or tenancy-in-common;
 - v) the signature of the applicant or applicants; and
 - vi) a non refundable application fee;
- 9. The Town shall keep a ledger of all lands containing:
 - a) a full legal description of the lands;
 - b) the location of the lands within the Town;
 - c) a valuation of the lands for purpose of lease or other disposition;
 - d) the terms and conditions upon which the lands may be leased or otherwise disposed of; and
 - e) an indication of whether the lands have been leased or otherwise disposed of, or whether there is a pending lease or other disposition of the lands.
- 10. The ledger kept pursuant to Section 9 of this By-Law shall be open to inspection by the public at the Town office during normal business hours.

Terms and Conditions of Land Disposal

11. The Town, in the leasing or otherwise disposing of lots for residential purposes, shall ensure that prospective private home owners have preference over buyers who wish to acquire more than one lot at a time, except where lots are required by:
 - a) the Federal or Territorial Government;
 - b) the Northwest Territories Housing Corporation; or
 - c) the Canada Mortgage and Housing Corporation.
 - d) the Town
12. Every disposal of land shall be in writing.
13. The Town, in leasing or otherwise disposing of new lots, shall require that improvements be constructed on the lots within 24 months of the date of the agreement.
14. The Town may allow a 12 month extension to the 24 month construction completion term outlined in Section 13, subject to the following:
 - a) payment of all outstanding rent and taxes;
 - b) application being made for development permit; and
 - c) proof of approved financing.
15. The Town shall not lease or otherwise dispose of new lots by auction.
16. Subject to Section 15, the Town shall lease or otherwise dispose of lands by one or a combination of the following means:
 - a) Ballot Draw, Procedures will be as outlined in Appendix D as attached hereto and forming part of this By-law;
 - b) Development Proposal Call, in the form of Appendix E as attached hereto and forming part of this By-law;
 - c) First-come-first-served basis; and
 - d) Lease, in the form of Appendix G attached hereto and forming part of this By-Law.
17. The Town shall decide whether, and under what circumstances, a formal development proposal or bid will be asked for from prospective lessees and may use the Proposal Call tender system outlined in Appendix E.
18. No lands shall be leased by the Town to a tax-exempt institution unless an Agreement has first been made with the lessee providing that the subject lands will revert back to the Town should the institution no longer require the land.

Pricing of New Lots

19. The Town, in leasing or otherwise disposing of new lots, shall determine lot prices by the following factors:
 - a) Developments Costs;
 - b) Off Site Levies;
 - c) Site-Specific Factors.
20. The lot price determined under Section 19 shall not include any development costs paid for by capital grants or contributions received from the Territorial Government.
21. The Town shall recover all development costs in pricing of lands for disposal, subject to Section 20.
22. The Town may, when it is unable to lease or otherwise dispose of a lot, reduce the price of the lot below its development cost.
 - a) when the lot has not been developed through financing from the Territorial Government or a financial institution, or
 - b) when the lot has been developed through financing from the Territorial Government or a financial institution and the reduced price is approved by the Minister.

Pricing of Old Lots

23. The Town in leasing or otherwise disposing of old lots where no development costs are available shall determine the lot price by either of the following:
 - a) replacement cost; or
 - b) the market value as determined by:
 - i) a qualified land appraiser or assessor; or
 - ii) a calling for bids, (by public tender or auction) in which the advertised minimum price is not less than the replacement cost; or
 - c) by Resolution of Council which shall take into consideration the following:
 - i) historical data of the lot; and
 - ii) use of land.

Equity Lease Fees

24. The Town shall, in the leasing of lands:
- a) require the lessee to pay a non-refundable deposit of not less than ten percent (10%) of the lot price. In the event of the death of the lessee, the deposit may be refundable;
 - b) where the Town does not have any carrying charges or interest the lot rental will be paid annually and shall be based on the following:
 - i) Residential Lots shall be a rate of no more than ten percent (10%) of the lot price per year;
 - ii) Commercial Lots shall be a rate of no more than twenty percent (20%) of the lot price per year;
 - iii) Industrial Lots shall be a rate of no more than fifteen percent (15%) of the lot price per year;
 - iv) Institutional Lots shall be a rate of no more than seven and a half percent (7.5%) of the lot price per year;
 - c) where the Town incurs carrying charges and interest for the lessee the lot rental will be paid quarterly and shall be based on the following:
 - i) the outstanding balance of the lot price will be amortized over a period of not more than fifteen (15) years and will include interest and carrying charges.
 - d) allow a Lessee to pay the balance of the lot price, or make a lump sum payment against the outstanding principle of the price of the lot. Each lump sum payment is subject to an administration fee of \$100.00 when the Lessee is in possession of an Equity Lease;
 - e) when a lot price is paid in full the annual lease fee will be one dollar (\$1.00) per year.

Transfer or Assignment of Leases

25. The Town will only assign leases of Municipal Lands when the lease is in good standing:
- a) annual lease rental is paid to date;
 - b) property taxes are paid to date;
 - c) all accounts with the Town held by the Lessee are paid to date; and
 - d) improvements that are required pursuant to Section 13 and Section 14 of this By-law and the Lease Agreement, have been constructed to not less than 75%.

Any request will not be unreasonably withheld and will be subject to a processing fee of \$250.00.

Termination of Leases

26. The Town may cancel a lease by providing the notice to the Lessee in writing, to be hand delivered, or delivered by double registered mail. The cancellation of a lease may be subject to the following:
- a) annual lease rental not paid to date;
 - b) property taxes not paid to date;
 - c) accounts with the Town held by the Lessee not paid to date; and
 - d) improvements that are required pursuant to Section 13 and Section 14 of this By-law and the Lease Agreement, have been not been constructed to not less than 75%.

Cancellation of a lease shall not prejudice the Town's right to unpaid rental or any other right with respect to a breach of any covenant or agreement entered into with a Lessee.

27. The Lessee may surrender a lease by providing notice to the Town in writing, to be hand delivered, or delivered by double registered mail. When the Lessee has duly executed a Surrender of Lease, the Lessee shall be eligible for the following:
- a) a refund of equity, the total of which will be less the deposit of ten percent (10%) of the lot price, and any interest and carrying charges for the term that the lease was effective subject to the following:
 - i) lot is restored to the satisfaction of the Town;
 - ii) all taxes are paid to date; and
 - iii) leasehold title is surrendered

Off Site Levies

28. The Town may levy a surcharge to a lessee of lands to help pay for all or part of the Town's capital cost for all or any of the following:
- a) new or expanded facilities for the storage, transmission, treatment, or supply of water;
 - b) new or expanded facilities for the treatment, movement or disposal of sewage;
 - c) new or expanded storm sewer drainage facilities;
 - d) new or expanded roadways and sidewalks; and
 - e) land required for, or in connection with, any of the facilities described in a), b), c), and d),
29. The Town shall not include, as part of any off site levy, any costs paid for by grants or contributions received from the Territorial Government.
30. The Town shall clearly identify to the public that any off site levy is a separate surcharge above the lot price, which is collected together with the lot price.
31. The Town shall place all off site levy revenues in a separate account, to be used for the purposes set out in Section 28.

Land Development Account

- 32. The Town shall account for all revenue obtained from and expenditures incurred as a result of the leasing or otherwise disposing of lands.
- 33. The Town shall, in regards to the accounting identified in Section 32;
 - a) use generally accepted Accounting and Fund Accounting principles to establish proper accounting and control procedures for the management of revenues and expenditures;
 - b) with the exception of off-site levies, use all expenditures from the account for the sole purpose of acquiring and/or developing lands by the Town, unless written approval by the Minister is obtained for other types of expenditures; and
 - c) use all off-site levies for facilities of direct benefit to the occupants of the land.

Land Use Permits

- 34. The Town may issue land use permits for the temporary use of land, in accordance with Appendix ~~E~~ F.

Administration

- 35. The forms, fees, procedures and any agreements requiring change for the administration of this By-law shall be as amended and approved by Resolution of Council.

THAT By-law No. 165, the "Land Administration By-law" authorizing the Municipal Corporation of the Town of Iqaluit to enter into a Land Administration Agreement with the Government is hereby repealed.

READ a First Time this 12th day of December, 1995 A.D.

i J

Mayor

[Signature]

Senior Administrative Officer

READ a Second Time this 16th day of January, 1996 A.D.

i J

Mayor

[Signature]

Senior Administrative Officer

Approved by the Minister of Municipal and Community Affairs this 21 day of February, 1996 A.D.

[Signature]

MINISTER OF MUNICIPAL AND
COMMUNITY AFFAIRS

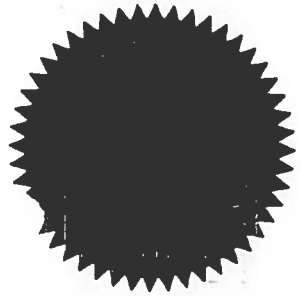
READ a Third and Final Time, Adopted this 12 day of MARCH, 1996 A.D.

i J

Mayor

[Signature]

Senior Administrative Officer



APPENDIX "A"
(SAMPLE PURCHASING BY-LAW)

THE CORPORATION OF THE TOWN OF IQALUIT, NT
BY-LAW NO. _____

A BY-LAW of the Municipal Corporation of the Town of Iqaluit in the Northwest Territories to acquire real property, pursuant to the Cities, Towns and Villages Act, R.S.N.W.T. 1988, c. C-8, s. 131.

AND WHEREAS the Council of the Municipal Corporation of the Town 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 Town of Iqaluit, in a duly assembled meeting, enacts as follows:

1. The Mayor and the Senior Administrative Officer are hereby authorized on behalf of the Town of Iqaluit to purchase from _____ for the sum of _____ (\$ _____) the land described hereunder:

the whole of Lot _____ (_____) in the Town of Iqaluit, in the Northwest Territories according to a plan of survey filed in the Land Titles Office for the Northwest Territories under number _____.

2. The noted land shall be acquired for Municipal purposes.

READ a First Time this _____ day of _____, 199__ A.D.

Mayor

Senior Administrative Officer

READ a Second Time this _____ day of _____, 199__ A.D.

Mayor

Senior Administrative Officer

READ a Third and Final Time, Adopted this _____ day of _____, 199__ A.D.

Mayor

Senior Administrative Officer

APPENDIX "B"
(SAMPLE DISPOSAL BY-LAW)

THE CORPORATION OF THE TOWN OF IQALUIT, NT
BY-LAW NO. _____

A BY-LAW of the Municipal Corporation of the Town of Iqaluit in the Northwest Territories to dispose of real property, pursuant to the Cities, Towns and Villages Act, R.S.N.W.T. 1988, c. C-8, s. 131.

WHEREAS the Council of the Municipal Corporation of the Town of Iqaluit deems it to be in the public interest to lease the land described hereunder;

NOW THEREFORE, the Council of the Municipal Corporation of the Town of Iqaluit, in a duly assembled meeting, enacts as follows:

1. The whole of Lot _____ (_____) in the Town of Iqaluit, in the Northwest Territories according to a plan of survey filed in the Land Titles Office for the Northwest Territories under number _____, which is owned by the Municipal Corporation of the Town of Iqaluit under Certificate of Title number _____, be available for disposal by lease.
2. The Mayor and the Senior Administrative Officer are hereby authorized on behalf of the Town of Iqaluit to execute the lease agreement attached to and forming part of By-law _____, being the Land Administration By-law.

READ a First Time this _____ day of _____, 199__ A.D.

Mayor

Senior Administrative Officer

READ a Second Time this _____ day of _____, 199__ A.D.

Mayor

Senior Administrative Officer

READ a Third and Final Time, Adopted this _____ day of _____, 199__ A.D.

Mayor

Senior Administrative Officer

APPENDIX "C"
THE CORPORATION OF THE TOWN OF IQALUIT
APPLICATION FOR LAND

1. Applicant _____ Age 19 Yes No
Surname First & Other Names

Address _____
Full Mailing Address including Community Name and Postal Code

Home Phone # _____ Work Phone # _____

Occupation _____ EmployedBy _____
(Job Title, Trade) (If Employed by the GNWT, State the Department)

2. If there is more than One Applicant, Do you wish:

Joint Tenancy , Tenants-in-Common

3. Mr., Mrs., Ms. _____
(Circle one) (Contact Person if different than the applicant. Include Phone #)

4. The undersigned hereby makes application to _____, the Lands described as:

- a) Surveyed Lot _____ Block _____ Plan _____
- b) Unsurveyed Land - describe below:

(A sketch outlining the parcel as noted above must also be attached.)

5. The Land will be used for:
- Residential
 - Commercial
 - Industrial
 - Other - Specifically _____

6. The undersigned agrees to construct the following improvements:

Estimated Value of these improvements are \$ _____, and will be completed in _____ months.

7. \$250.00 Non-refundable Application Fee must be included.

8. TERMS AND CONDITIONS

- The construction of buildings and improvements must conform to local by-laws, building standards, or Area Development Regulations.
- It is the responsibility of the applicant to submit to the Local Fire Marshall a Plot Plan showing the location of all present and or proposed buildings and improvements concerning the said land, and also such drawings and specifications that will indicate accurately to scale all floor plans, heating and fire safety systems and material to be used in construction. It will also be the applicants responsibility to furnish the same information to the local public health authorities if deemed necessary by them.

- This application will not be considered unless accompanied by the application fee of \$250.00. The submission of the application and payment of the \$250.00 fee does not in itself convey any right to the land.
- All rights to the land exclude the following:
 - a) all mines and all minerals whether solid, liquid, or gaseous which may be found to exist within, upon or under the land together with the full powers to work the same and for that purpose to enter upon, use and occupy the land or so much thereof and to such an extent as may be necessary for the effectual working and extracting of the said minerals;
 - b) the rights of the recorded holders of mineral claims and any other claims or permits affecting the land;
 - c) all timber that may be on the land excepting what must be removed for the purpose of landscaping or the construction of improvements;
 - d) the right to enter upon, work and remove any rock outcrop required for public purposes;
 - e) such right or rights of way and of entry as may be required under the regulations in force in connection with the construction, maintenance and use of works for the conveyance of water for use in mining operations; and
 - f) the right to enter upon the land for the purpose of installing and maintaining public utility.

I/WE THE UNDERSIGNED, CERTIFY THAT THE INFORMATION PROVIDED IN THIS APPLICATION IS TRUE AND CORRECT, HAVE READ AND UNDERSTOOD THE TERMS AND CONDITIONS LISTED ABOVE AND ARE IN COMPLETE AGREEMENT WITH THEM.

IF THIS APPLICATION IS INCOMPLETE IT MAY BE GROUNDS FOR REFUSAL.

Signature of Applicant

Date

Signature of Co-Applicant

Date

APPENDIX "D"
BALLOT DRAW PROCEDURES

deleted,
amended by
By-law 502

ADMINISTRATION

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

ELIGIBILITY

1. *All applicants must be of majority. (a minimum of 19 years of age) Proof of age may be required.*
2. *NO ballots will be given to Companies, Groups or Societies.*
3. *NO participant will be given approval to transfer or assign their ballot or their application.*

DEFINITIONS

The definitions as outlined below are for the purpose of defining which category a ballot holder will be "eligible" to make a lot selection.

"First Time Homeowners - in Iqaluit" Applicants or their Spouse/Common-law Spouse of the applicant who does not or has not previously owned a home in Iqaluit.

If it cannot be established that an applicant is a First Time Homeowner he or she may be required to sign a Statutory Declaration in the presence of a Commissioner of Oaths.

BALLOT DRAW

- 1) Only ONE (1) ballot is allowed per household.
A household consists of a Nuclear Family/Families
(a self-contained family unit including a mother, father and their children or a husband and wife)
- 2) Ballot FEE - \$250.00. Each Ballot will be subject to a \$250.00 fee to be paid by Cash Certified Cheque or Money Order. This is a *non refundable* Administration Fee.
- 3) Lots are leased on an "As Is" basis. It is the responsibility of the Lessee to check the Zoning of the Land, Location of Services, and the Town accepts no responsibility for soil conditions or the location of bedrock on the lots.
- 4) Ballot holders *must be present* at the time of the draw.

If a Ballot holder is unable to attend the day of the draw, they may provide a Letter of Proxy or Legal Power of Attorney for the party which will be present on their behalf.

A person may only be represented once, by proxy or in person.

- 5) On the date of the draw it will be conducted in two stages:

- Category 1 - Eligibility - First Time Homeowners
- Category 2 - Eligibility - All others

- 6) Each stage will be drawn to determine in what order applicants will choose their preferred lot of the lots still available in the following manner:
- A) **Category 1 will commence first** and;
 - 1) the person whose name is drawn will have first choice;
 - 2) the second person whose name is drawn will have the next choice; and
 - 3) the draw will continue in this manner until all lots have been selected or all Category 1 ballots have been pulled and there are remaining lots; then
 - B) **Category 2 will commence next**; and
 - 1) the person whose name is drawn will have the next choice;
 - 2) the draw will continue in this manner until all lots have been selected or all Category 2 ballots have been pulled and there are remaining lots; then

Any lots remaining after the Ballot Draw will be available on a "First come, First served basis".

CONDITIONS AND REQUIREMENTS FOR A SUCCESSFUL BALLOT HOLDER

FEES, DEPOSITS AND LEASES

- 1) The \$250.00 Ballot Fee is non-refundable administration fee.
- 2) A non-refundable deposit equalling ten percent (10%) of the Lot Price must be paid by cash certified cheque or money order, within ten (10) working days following the close of the draw. If the deposit is not received, in the specified time frame, the successful ballot holder relinquishes any and all first rights to the lot and it will then be a lot available for disposal.
- 3) The applicants are required to enter into a Lease with the Town for the selected Lot.
- 4) The Annual Lease Fee will be at a rate as prescribed in By-law No. 365 being the Land Administration By-law.
- 5) "*Preliminary or Proposed*" lots offered by ballot draw which are not yet surveyed and confirmed pricing is not available are subject to Section 1,3 and 4 except and as follows:
 - a) A non-refundable deposit of one thousand five hundred dollars (\$1,500.00) must be paid by cash certified cheque or money order, within ten (10) working days following the close of the draw. If the deposit is not received, in the specified time frame, the successful ballot holder relinquishes any and all first rights to the lot and it will then be a lot available for disposal.
 - b) Upon notification by the Town to the Applicant of the confirmed pricing of the lot the Applicant will be required to pay the balance of the deposit which will equal ten percent (10%) of the Lot Price within a prescribed time frame. If this balance of the deposit is not received the applicant will relinquish any and all first rights to the lot and it will then be a lot available for disposal subject to the provisions of By-law 365 any initial deposit received will be non-refundable.
 - c) Upon payment of the balance of the deposit the applicant is required to enter into a Lease with the Town for the selected Lot.
 - d) The Annual Lease Fee will be at a rate as prescribed in By-law No. 365 being the Land Administration By-law.

LOTS

Lots are leased on an "As Is" basis. It is the responsibility of the Lessee to check the Zoning of the Land, Location of Services, and the Town accepts no responsibility for soil conditions or the location of bedrock on the 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* Town 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. An application for Development Permit shall be made as soon as practical following the signing of the lease. Pursuant to the Lease the Lessee will have twenty four (24) months to complete construction after the effective date of the Lease. If development is not completed to building occupancy stage within 24 months, then the lease is subject to cancellation.

House Construction is subject to the National Building Code, Electrical Codes, National Fire Codes, and the Zoning By-law. The Lessee must also comply with all requirements under the Water and Sewer Services By-law for water supply and sewage disposal hook-ups.

APPENDIX "E"
PROPOSAL CALL

A Proposal Call is employed for the lease or other disposition of **commercial and industrial** lots and takes the following form:

A price is established for the lot(s) pursuant to the Pricing Policy of By-law 365. Interested parties will submit a proposal setting out the type of improvements to be constructed, an indication of the type of business, industry or undertaking proposed to be conducted along with any administration fee requested. Payment of which will be made by cash, certified cheque or money order. A successful proponent will be determined by the Town.

The advertisement printed in connection with a Proposal Call shall include, in addition to those items identified in the Land Administration By-law, the following:

- a) the time frame for submission of applications including the last date and time for submission;
- b) a request for documents or information which will be required by the Town to support any applications (estimated costs of construction, drawings, specifications, etc.)
- c) a request for any deposit or administration fees that are required;
- d) the criteria to be employed by the Town selecting the successful proponent;
- e) the terms and conditions of any Lease which the successful proponent will be required to enter into;
- f) building standards which must be employed in the construction of improvements;
- g) the amounts of any bonds that the successful proponent may be required to pay the Town to guarantee the completion of the construction of improvements; and
- h) the time, date and place at which the Town will announce the successful proponent.

APPENDIX "E"
LAND USE PERMITS

The Town may issue Land Use Permits for those uses of land that will be short in term and of a temporary nature. A permit may be issued for site investigation, the temporary storage of material and other uses as deemed appropriate by the Town. A Land Use Permit will not be granted for uses that will have a negative impact on the environment or would adversely affect any adjacent properties. A Land Use Permit will not allow for any construction of buildings of a permanent or long term nature.

**"APPENDIX G"
SAMPLE LEASE**

The Municipal Corporation of the Town of Iqaluit, being (or entitled to be) registered owner of an estate in fee simple subject to the encumbrances and interests listed below or which apply under the Land Titles Act, of land described as follows:

The whole (all that portion) of Lot () in Block/Group/Quad(), in the Town of Iqaluit, in the Northwest Territories, according to a plan of survey filed in the Land Titles Office for the Northwest Territories under number

lease to of the of in, all my estate and interest in the land to be held by him or her as tenant, from theday of, 19,, for a term of () years, at a rental of..... Said rental is to be paid to the Town of Iqaluit in full upon execution of this lease or as prescribed in the form of a payment schedule for a term of not less than fifteen (15) years, said schedule is attached and annexed to and forms part of this lease subject to any implied covenants and powers and the following terms and conditions:

- a) all mines and all minerals whether solid, liquid or gaseous which may be found to exist within, upon or under the land together with the full powers to work the same and for the purpose to enter upon, use and occupy the land or so much thereof and to such an extent as may be necessary for the effectual working and extracting of the said minerals;
- b) the rights of the recorded holders of mineral claims and any other claims or permits affecting the land;
- c) all timber that may be on the land excepting what must be removed for the purpose of landscaping or the construction of improvements;
- d) the rights to enter upon, work and remove any rock outcrop required for public purposes;
- e) such rights of way and of entry as may be required under regulations in force in connection with construction, maintenance and use of works for the conveyance of water for use in mining operations; and
- f) the right to enter upon the land for the purpose of installing and maintaining any public utility.

THE PARTIES COVENANT AND AGREE AS FOLLOWS:

DEFINITION

- 1. In this lease "the Town" means the Senior Administrative Officer of the Town of Iqaluit and any person authorized by the Town Council to act on behalf of the Town.

COMPLIANCE

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

PAYMENT

- 3. 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.

LATE PAYMENT FEE

- 4. Where any portion of the rental herein reserved is unpaid, the Lessee shall pay a late payment fee as required by the Town policies and by-laws as amended, which at the time this lease is executed requires payment of 1.67% per month on any lease payments that are in arrears for more than 30 days.

NON-COMPLIANCE

- 5. Where any portion of the rental herein reserved is unpaid for more than thirty days after it is due, whether formally demanded or not, or where the Lessee fails to perform or observe any of the covenants or agreements herein contained, the Town may by notice in writing terminate this lease, and on the day following the mailing of the notice this lease is terminated.

TERMINATION

- 6. Termination of this lease shall not prejudice the Town's right to unpaid rental or any other right with respect to a breach of any covenant or agreement herein contained.

EQUITY

- 7. Upon receipt of payment in full, consisting of including any interest owing, the annual lease rental will be reduced to One (\$1.00) Dollar per annum for the balance of the terms=.

TITLE

- 8. If the fee simple title for the land is available to be transferred to the Lessee, and the Lessee has made payment in full consisting of(\$.....) Dollars, including any interest owing, and providing the Lessee is not in default of any of the covenants of this lease, title to the land will be transferred to the Lessee.

REFUND OF EQUITY

- 9. If this lease is surrendered, all rental paid by the Lessee shall be refunded, except for an amount equal to ten percent (10%) of the price of the lot and any interest and carrying charges for the term that the lease was effective.

AMENDED RENTAL

- 10. The Town may, not less than three months before the expiration of the first five year period of the said term, or any subsequent five year period of the said term, notify the Lessee in writing of an amended rental payable for the following five year period and, failing further notification, for the rest of the term. The said amended rental is to be based upon the price of the lot which is to be established under the guidelines of By-law No. 365, but without taking into account the value of any improvements placed thereon by the Lessee. In the event that the rental as determined by the Town is not acceptable to the Lessee, the determination of the fair appraised value will be made by the Supreme Court of the Northwest Territories at the request and expense of the Lessee or as the Court may decide.

BOUNDARIES

- 11. The Town is not responsible for the establishment on the ground of the boundaries of the land.

SURVEY

- 12. The boundaries of the land are subject to such adjustment and alteration as may be shown to be necessary by survey.

SURVEY COSTS

- 13. The Lessee hereby agrees that he shall have the land surveyed by a Canada Land Surveyor and shall pay the full cost of such survey. It is further understood and agreed that no such survey shall be carried out without the prior written approval of the Senior Administrative Officer.

SURVEY REGISTRATION

- 14. Upon the registration of the aforesaid provisional plan of survey in the Land Titles Office for the Northwest Territories, the boundaries of the land shall be those as shown for Lot, Block on the registered plan.

LAND USE

- 15. The Lessee shall use the land for purposes only.

CONSTRUCTION

- 16. The Lessee shall construct the following improvements on the land;

..... which shall have a market value of not less than
 (\$.....)Dollars within Twenty-four (24) months of the effective date of this lease, and commence construction of the said improvements within twelve months of the aforementioned effective date.

NON-CONSTRUCTION

- 17. The Town may terminate this lease for failure to complete construction of the building and improvements within the time required by Clause 11 of this lease or for failure to conform to local bylaws, construction standards or regulations.

IMPROVEMENTS

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

REMOVAL OF IMPROVEMENTS

- 19. If, prior to the expiry of this lease, the Lessee removes 50% of the improvements, excluding site development, placed on the land by the Lessee or his predecessor, the Town, may, upon 60 days notice, cancel or alter this lease without compensation.

MAINTAINING IMPROVEMENTS

20. The Lessee shall maintain the existing and developed improvements as identified in Clause, situated on the land, or any similar improvements which may be constructed, in a manner and condition satisfactory to the Town. Failure to do so, may, upon 60 days notice, from the Town, cancel or alter this lease without compensation.

LAND FILL

21. On the termination of this lease, the Lessee may sever and remove from the land all structures, fixtures, and improvements, saving and excepting the following: all and any land fill, and without restricting the generality of the foregoing, in the form of soil, topsoil, sod, clay, sand, gravel, rock, crushed rock, glacial till, concrete, grout, asphalt, or any combination thereof, which during the said term were affixed or placed at his expense on the land.

RESTORATION

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

EASEMENTS

23. The Town 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.

ROAD CONSTRUCTION

24. The Town may re-enter and occupy any portion of the land for construction of roads or other public works, but such construction shall not unreasonably interfere with the rights granted to the Lessee hereunder, or with any improvements made by the Lessee on the land.

ACCESS

25. It shall be lawful for the Town or any person duly authorized at all reasonable times to enter upon the land for the purpose of examining the condition thereof.

ENVIRONMENT

26. Notwithstanding anything herein to the contrary, the Lessee shall, at all times, keep the land in a condition satisfactory to the Town.

FLOODING

27. The Lessee shall not be entitled to compensation, from the Town, by reason of the land or any portion thereof being submerged, damaged by erosion or otherwise affected by flooding.

REPLACEMENT GUARANTEE

28. If the Lessee duly performs and observes all the covenants and agreements herein, and on the part of the Lessee to be performed and observed, the Town, shall, at the expiration of the said term, grant to the Lessee a new lease of the land for a further term of Thirty (30) years, at a rental rate of One (\$1.00) per annum and subject to the same covenants and agreements as are herein contained with the exception of this clause.

SUBLEASE REQUIREMENT

29. The Lessee shall not sublet the land without the consent of the Town in writing.

ASSIGNMENT REQUIREMENT

30. The Lessee may not assign this lease without the consent of the Town.

TIME

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

WAIVER

32. Unless a waiver is given in writing by the Senior Administrative Officer, the Town shall not be deemed to have waived any breach by the Lessee of any of the covenants or agreements herein contained, and a waiver relates only to the specific breach to which it refers.

IMPLICATION

33. No implied covenant or implied liability on the part of the Town is created by the use of words, "demise and lease" contained herein.

SURVIVORSHIP

34. This lease enures to the benefit of and is binding upon the Commissioner and his successors, and the Lessee, his heirs, executors, administrators and assigns.

ADDRESS FOR NOTICES

35. 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 Town: Senior Administrative Officer
 Municipality of Iqaluit
 PO Box 460
 Iqaluit, NT
 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.

DATED at theof in
....., this day
of....., 19.....

Mayor

(SEAL)

Senior Administrative Officer

ACCEPTANCE

I/WE,, accept this lease of the
land described above, to be held by me/us as tenant(s), subject to the conditions,
restrictions and covenants express or implied in the lease.

Signed
in the presence of:

witness

)
)
)
)
)
)

Lessee

Signed
in the presence of:

witness

)
)
)
)
)
)

Lessee

Postal Address of the Lessee:

On the 1st of the month of the year 1954...

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It is hereby certified that the above is a true and correct copy of the original as the same appears in the records of the office of the Secretary of the State of Michigan.

Secretary of State

Secretary of State

Secretary of State
