



# **Geotechnical Testing On Municipal Land Agreement**

## **Temporary Occupancy Terms and Conditions**

After due consideration of the Applicant's proposal, the City hereby grants permission to the Applicant for the temporary occupancy of the subject Municipal Land for the purpose of Geotechnical Testing only, subject to the following terms and conditions:

1. This agreement shall expire at 5:00 p.m. on the Completion Date.
2. The Applicant shall:
  - a. prior to undertaking any activities on the Land, contact the Planning and Lands Division and arrange a joint pre-occupancy inspection of the Land;
  - b. repair, at the Applicant's own expense, any damages to municipal or other infrastructure and utilities resulting from the activities of the Applicant, their employees, agents, and contractors arising from or related to the Applicant's occupancy of the Land;
  - c. restore the Land, at the Applicant's own expense, to the satisfaction of the City, acting reasonably, to the condition they were in prior to the Applicant's occupancy thereof, including but not limited to the removal of any equipment and materials, the filling in of all holes and excavations and the removal of all contaminants placed on the Land, accidentally or otherwise, during the term of the Applicant's occupancy;
  - d. not cut, remove, or otherwise damage any trees without the explicit written permission of the City of Yellowknife;
  - e. complete the Geotechnical Testing, including all repairs and restoration of the Land, not later than one (1) week following the commencement date of occupancy; and
  - f. contact the Planning and Lands Division, at (867) 920-5614 for a post-occupancy inspection of the Land, within twenty-four (24) hours of completion of the Geotechnical Testing.
3. The Applicant shall, within two (2) weeks of the Completion Date, submit to the Planning and Lands Division, in writing all test results obtained by the Applicant pursuant to the program or purpose for which Permission to Occupy the Land has been granted. The test results will be retained by the City for its use only and will not be disclosed to other parties without the written consent of the Applicant.
4. The Applicant hereby agrees to indemnify and save harmless the City from and against all actions, claims, demands, cost, and damages whatsoever that may be brought, made, or sustained against the City by reason of anything done, or omitted to be done by the Applicant, their employees, agents, and contractors, arising from or connected with the granting of this approval to occupy.
5. Provided that the Applicant restores the Land to the satisfaction of the City, acting reasonably, to the condition they were in prior to the Applicant's occupancy thereof, the deposit required herein shall be refunded to the Applicant within fourteen (14) calendar days of written notice from the Applicant that restoration of the Land has been completed.

6. In the event that the Applicant does not restore the Land to the satisfaction of the City by the Completion Date:
  - a. all deposits required hereunder shall be forfeited absolutely to the City as liquidated damages, not as penalty, and may be used by the City to restore the Land to the condition they were in prior to occupancy by the Applicant; and
  - b. the Applicant shall remain liable to the City for all costs in excess of the deposit required hereunder that may be incurred by the City in restoring the Land they were in prior to occupancy by the Applicant and the City may rely on all remedies provided in law to recover such excess costs from the Applicant.
  
7. The Applicant hereby acknowledges that:
  - a. the permission granted hereunder is only for the temporary occupancy of the Land for Geotechnical Testing, subject to the terms and conditions herein, and nothing herein shall be construed as to be a grant to the Applicant of any interest in the Land;
  - b. the Land will be withdrawn from disposal to other parties only during the term of occupancy as identified above;
  - c. in the event that the Applicant decides to purchase the Land, the Applicant must, on or before the Completion Date herein, enter into a Purchase Agreement with the City and submit any deposits required thereunder;
  - d. in the event that the Applicant does not enter into a Purchase Agreement for the Land by the Completion Date herein, the Land will be returned to the City's Land inventory on the next business day, without further notice to the Applicant, for sale to the general public on a first-come first-served basis in accordance with the policies and practices of the City of Yellowknife.
  
8. It is the responsibility of an applicant to obtain all other approvals or licenses that may be required by the City, Territorial or Federal departments or agencies, including but not limited to Mackenzie Valley Land and Water Body (MVLWB).
  
9. Nothing herein contained shall preclude the City from resorting to any remedy provided by law in respect of any breach hereof or any right, interest, or claim of the City hereunder, and the waiver of any term of this agreement in any instance shall not be deemed to be a general waiver of any term of this agreement.
  
10. The undersigned, as the Applicant or agent thereof, hereby agrees to the aforementioned terms and conditions and acknowledges that Permission to Occupy the Land shall not be deemed to have been granted unless and until this request form has been signed on behalf of the City of Yellowknife.

## Declaration

WITNESS	APPLICANT or AGENT
_____ Signature	_____ Signature
_____ Print Name	_____ Print Name
_____ Date	_____ Date

