



CITY OF YELLOWKNIFE

BALLOT DRAW

INFORMATION PACKAGE

Gitzel Residential Subdivision

LOTS 8, 9, 10, 11 & 12 BLOCK 119 PLAN 4880

Grace Lake South

LOTS 16 & 26 BLOCK 569 PLAN 4690
118 & 121 Braden Blvd.

Niven Lake

LOT 77 BLOCK 308 PLAN 4204
2 Findlay Pt.



CITY OF YELLOWKNIFE

TABLE OF CONTENTS

1. Introduction	3
2. Important Notices	4
3. Ballot Draw Procedures	7
4. Lot Prices, Dimensions, Easements & Grading Plan	10
5. Zoning By-law No. 5045	20
6. Grace Lake South Area Development Plan By-law No. 4867	30
7. Niven Lake Area Development Scheme By-law No. 4438	36
8. APPENDIX A: Example of a Purchase Agreement	43
9. APPENDIX B: Ballot Draw Application Form	69



CITY OF YELLOWKNIFE

1. Introduction

This package has been prepared to ensure that all interested purchasers have access to clear, accurate, and consistent information about the lots being offered, the ballot draw process, and the obligations of successful applicants. It contains details on site access, zoning regulations, development requirements, servicing standards, and other conditions that apply to each property.

Participation in the ballot draw is open to individuals and companies who meet the eligibility requirements outlined in this package. To ensure fairness and transparency, all applications will be processed under the same rules and procedures.

Before submitting an application, purchasers are strongly encouraged to:

- Review the zoning and development guidelines for the subdivision of interest;
- Consider site preparation-grading, servicing-water & sewer and building standards that apply;
- Ensure they understand the timelines and obligations associated with the Purchase Agreement.

The City of Yellowknife is committed to supporting responsible residential development and looks forward to working with successful applicants in building vibrant neighborhoods for our community.

For questions or assistance regarding this package or the ballot draw process, please contact **landforsale@yellowknife.ca** or call **(867) 920-5627**.

2. Important Notices

SITE ACCESS



CITY OF YELLOWKNIFE

Viewing: A "FOR SALE" sign has been placed in every lot included in this Ballot Draw. Individuals interested in viewing the properties are welcome to conduct site inspections.

Development: Site access for construction begins on the Possession Date (the day the Purchase Agreement is signed).

ZONING

Development must follow the **City of Yellowknife Zoning By-law No. 5045**.

- **Gitzel** – RI-1 (Residential Intensification)
- **Grace Lake South** – RE (Residential Estate)
- **Niven Lake** – R1 (Low Density Residential)

Applicants should carefully review the zoning requirements and design guidelines outlined in Section 6 before applying. More details are available on the City website or through the Lands & Building Services Division (**867-920-5627**).

REQUIRED DEVELOPMENT

The properties are being sold on the explicit condition, amongst others, that a permitted use (the "Authorized Development") be physically established on-site within two (2) years of the date of sale according to the agreement.

Purchasers are further required to obtain an approved development permit (if required) within one (1) year of the agreement. No site preparation work, landscaping, accessory development or uses are to commence until the Purchaser has first obtained an approved development permit (if required) for the Authorized Development.

Failure on the part of the Purchaser to comply with these or any of the other terms or conditions of the Purchase Agreement will be deemed a default of agreement and will result in termination of the agreement.

AREA DEVELOPMENT PLAN AND DEVELOPMENT PERMITS

If a development permit is required, the development proposal will be assessed based on the policies as well as the Zoning By-law No. 5045, as amended.

BUILDING STANDARDS



CITY OF YELLOWKNIFE

The City of Yellowknife Building By-law No. 5058 adopts the 2020 Nation Building Code (NBC). The By-law also specifies higher energy efficiency standards than outlined in the NBC.

SERVICING

a) Water and Sewer Services:

- **Gitzel Subdivision:** The Purchaser shall be responsible for the installation of water and sewer service connections from the City's mains to the property line, including all associated costs. This responsibility also includes the full restoration of any affected portions of the roadway and sidewalk to the satisfaction of the City.
- **Grace Lake South:** Only trucked water and sewer services are available in the Grace Lake South Residential Subdivision. Purchasers are required to contact the City's Department of Finance to register a utility account and to complete a Trucked Services Form for approval by the Department of Public Works.
- **Niven Lake:** Water and sewer connections are available at the lot frontage. Purchaser is required to contact the City's Department of Finance to register for a utility account and to complete a water-sewer form for approval by the Department of Public Works & Engineering.

b) Electrical Services:

Electrical mains and other electrical infrastructure have been installed adjacent to every site. Purchasers are responsible for installing the electrical services from the main infrastructure to their own site and for the costs associated therewith.

GRADING

The most distinguishing feature of the five lots in Gitzel - and the one that would have the most impact on a buyer's decision is the rock outcrop that dominates Lots 8 and 9, and to some extent Lot 10. Lots 8 and 9 rise some 5 meters towards the rear of each site; Lot 10, less so, where the highest point is at the southwest corner of the site. For Lots 8 and



CITY OF YELLOWKNIFE

9, a minimum of 1,000 cubic meters of blasting and rock removal may be expected to accommodate a building for the site. For Lot 10, a minimum of 500 cubic meters of blasting and rock removal may be expected to accommodate a building for the site.

MATERIAL STORAGE

Purchasers are advised that the marshalling and storage of building material and/or equipment will not be permitted within the municipal road right-of-way (ROW), and to schedule the delivery and marshalling of building material and/or equipment in such a manner that it can be contained entirely within the boundaries of the property to be developed. Please note that should purchasers need to use the ROW, they are to apply for an orderly use of highways permit.

EASEMENTS

Purchasers should review easement information in this package and the Purchase Agreement.

SUPPLEMENTARY NOTICE

Carefully review the full Purchase Agreement and this package for complete details.



CITY OF YELLOWKNIFE

3. Ballot Draw Procedures

THE BALLOT DRAW WILL TAKE PLACE AT 10:00 a.m., OCTOBER 23, 2025, IN THE COUNCIL CHAMBER, CITY HALL.

The Ballot Draw process shall be subject to the following terms and conditions:

1. Applications for a Ballot may be obtained:
 - a. Online: www.yellowknife.ca/landforsale
 - b. E-mail: landforsale@yellowknife.ca
 - c. In person: Customer Service Desk
2. Completed Ballot Draw Application, along with the refundable \$1,000 Deposit, must be submitted to: Heather Murray, Planning Coordinator, no later than 4:00 p.m. on October 20, 2025.
3. Applicant means the individual or company who enters into a Purchase Agreement with the City and to whom the lot will eventually be titled after satisfactory completion of the terms and conditions of said agreement.
4. If an Applicant cannot attend the Ballot Draw, an Agent may attend on their behalf. In these instances, both the Applicant and the Agent must sign the Ballot Draw Application. Each Agent may only represent one Applicant.
5. Each applicant or agent on behalf of an applicant shall attend City Hall during the specified time of draw.
6. All Applicants and Agents must be nineteen years of age and older.
7. Each Applicant may submit **one ballot only** for the entire draw.
8. Applicants, or their Agents, must submit a refundable deposit of ONE THOUSAND DOLLARS (\$1,000) (the "Deposit") at the same time as submitting their Ballot. The



CITY OF YELLOWKNIFE

Deposit shall be in the form of cash, a certified cheque, money order, or bank draft made payable to the City of Yellowknife. The Deposit will be credited toward the land purchase. Personal cheques will not be accepted.

9. In addition to the terms and conditions, applications for Ballots from companies will be accepted based upon the following criteria:
 - a. a valid City of Yellowknife Business License;
 - b. proof of registration with Corporate Registries, Government of the Northwest Territories, and in good standing at the time of the application; and
 - c. the company must also submit, at the time of application, the names of the registered Directors for the company.

PROCEDURE

1. A Ballot is required to participate in the ballot draw and to have an opportunity to purchase a Lot.
2. A Lot means an area of land, the boundaries of which are filled on a plan registered at the Land Titles Office for the Northwest Territories.
3. Ballots will be selected at random by a member of the City's Administration.
4. Applicants will confirm the selection of a Lot on a prescribed form provided by the City of Yellowknife. At this time, they will receive a Purchase Agreement to review and sign.
5. Any ballot which, in the sole opinion of the City Manager, is illegible or includes erroneous legal descriptions shall not be accepted, and the bid deposit shall be refunded to the applicant or agent. The decision of the City Manager shall be final.
6. Applicants who have submitted a Ballot must be present or have their authorized Agent present at the time of the Ballot Draw. Should an Applicant or their authorized Agent not be present when their Ballot is drawn, the affected Ballot will be deemed invalid, and the Deposit shall be returned to the Applicant.



CITY OF YELLOWKNIFE

7. Should a conflict arise whereby:
 - a. The Director of a company and the company, or an Agent of either, both hold a Ballot; or
 - b. An Applicant and/or Agent acting on their behalf hold more than one Ballot

All affected Ballots shall be deemed to be invalid and voided, and the Deposit shall be refunded.

8. Applicants who are not selected, as well as those who are selected but choose not to select a Lot at the time of the Ballot Draw, shall have their Deposit refunded as soon as is practical after the Ballot Draw.
9. After the Applicant selects a Lot in the Ballot Draw, the Applicant shall be required to pay the balance of the 15% non-refundable deposit in secure funds (cash, bank draft, money order, or certified cheque) made payable to the City of Yellowknife and to sign a Purchase Agreement with the City of Yellowknife for the selected lot prior to 4:00 p.m. on Monday, October 27, 2025.
10. In the event that a successful Applicant selects a Lot at the time of the Ballot Draw but fails to enter into a Purchase Agreement within the time period specified, the Deposit shall be forfeited absolutely to the City as liquidated damages and not as a penalty.



CITY OF YELLOWKNIFE

4. Lot Prices, Dimensions, Easements and Survey Plan

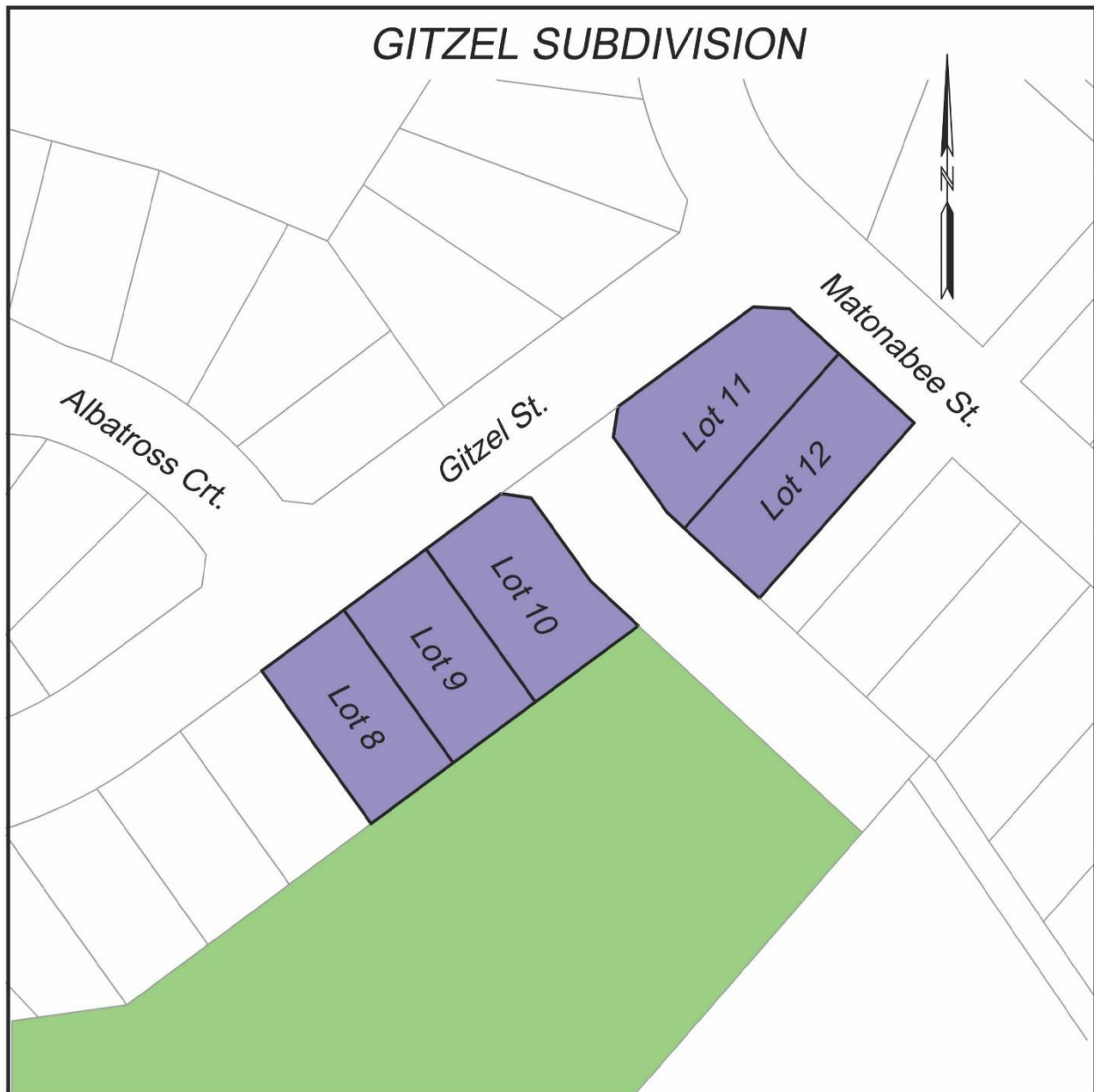
The following table provides further details for all the lots being disposed at this ballot draw.

SUBDIVISION	LOT	BLOCK	PLAN	LOT SIZE (m ²)	PRICE
GITZEL	8	119	4880	732	\$ 172,000.00
	9	119	4880	732	\$ 172,000.00
	10	119	4880	827	\$ 198,000.00
	11	119	4880	951	\$ 220,000.00
	12	119	4880	913	\$ 211,000.00
GRACE LAKE SOUTH	16	569	4690	2,640	\$ 160,000.00
	26	569	4690	2,100	\$ 190,000.00
NIVEN LAKE	77	308	4204	565	\$ 135,000.00



CITY OF YELLOWKNIFE

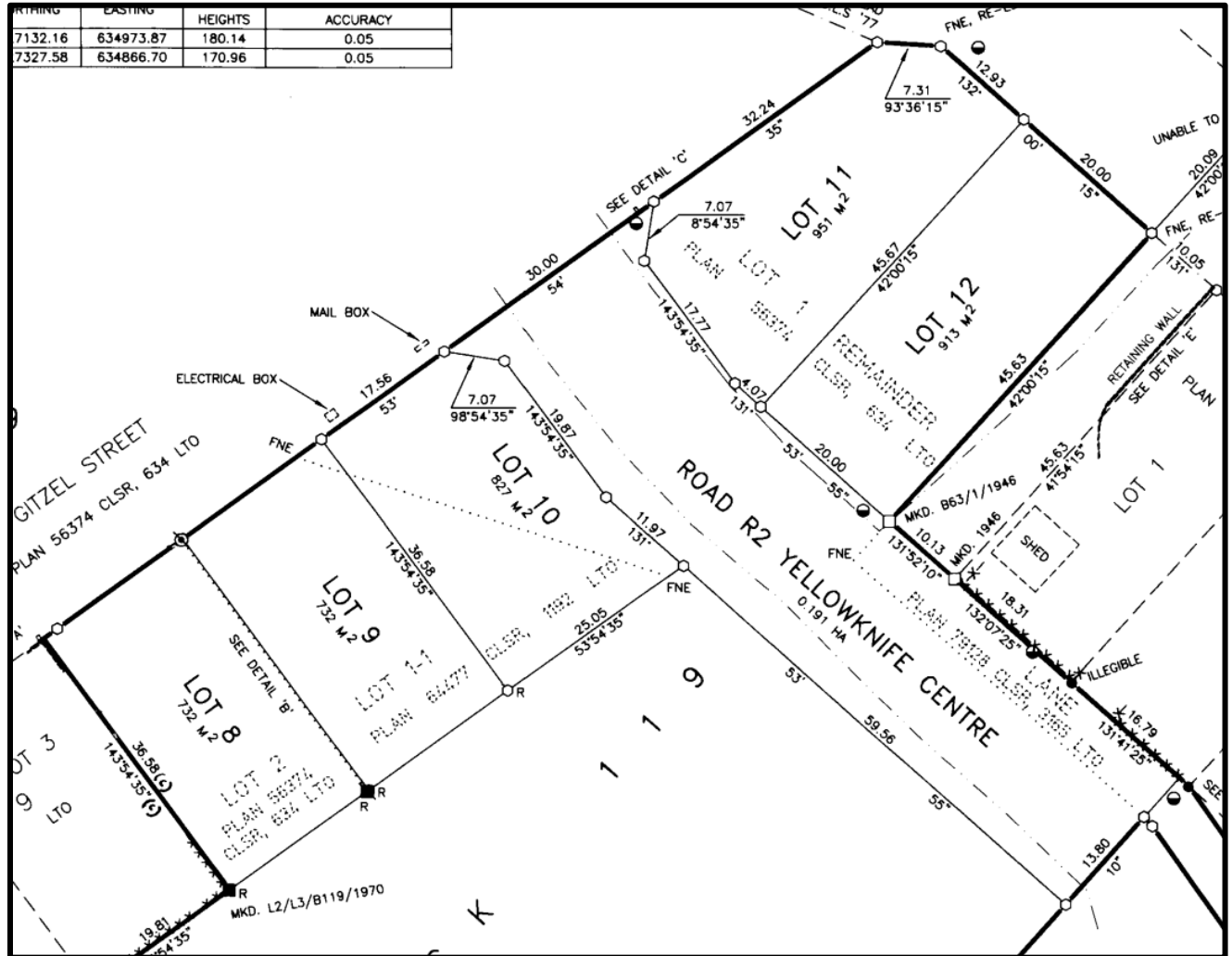
Lots available on Gitzel:





CITY OF YELLOWKNIFE

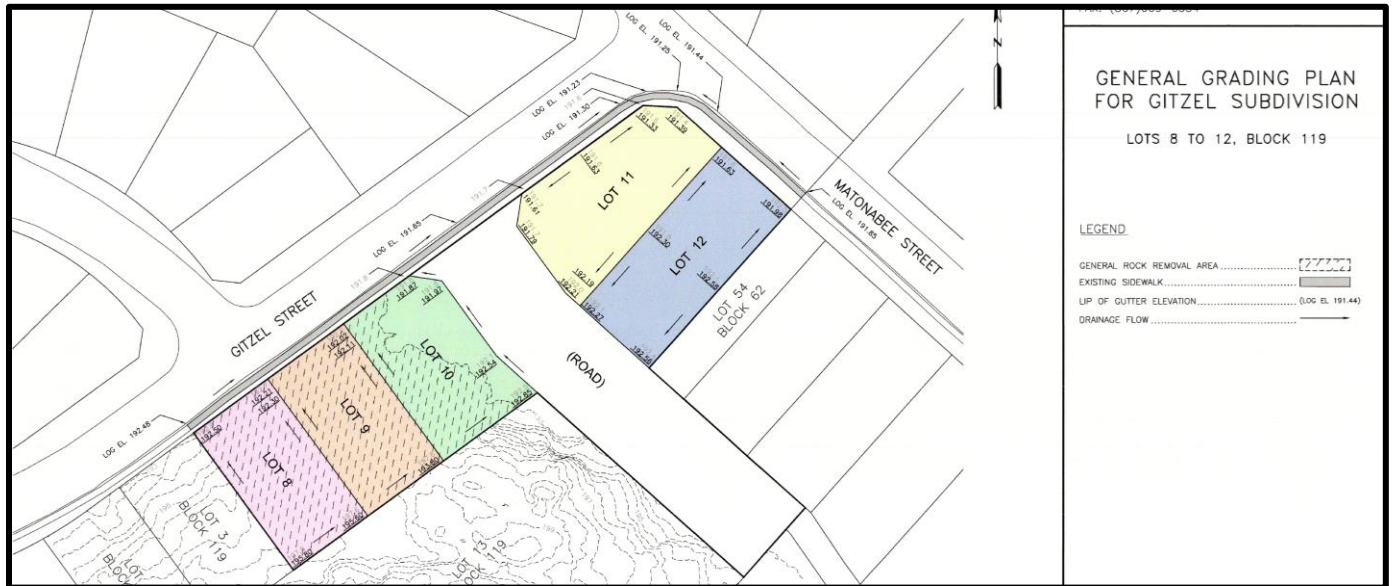
Survey Plan #4880:





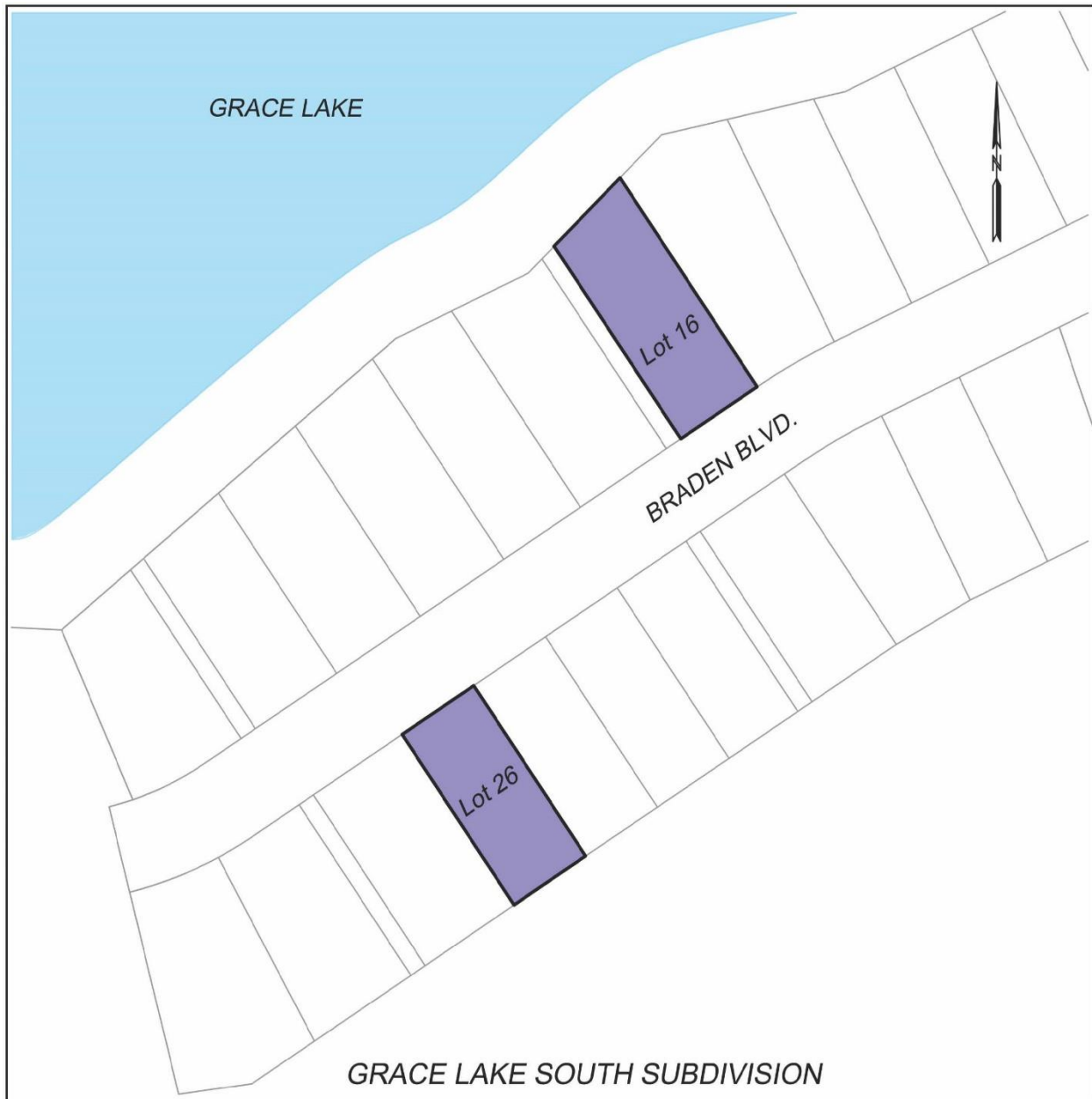
CITY OF YELLOWKNIFE

Gitzel Grading Plan:



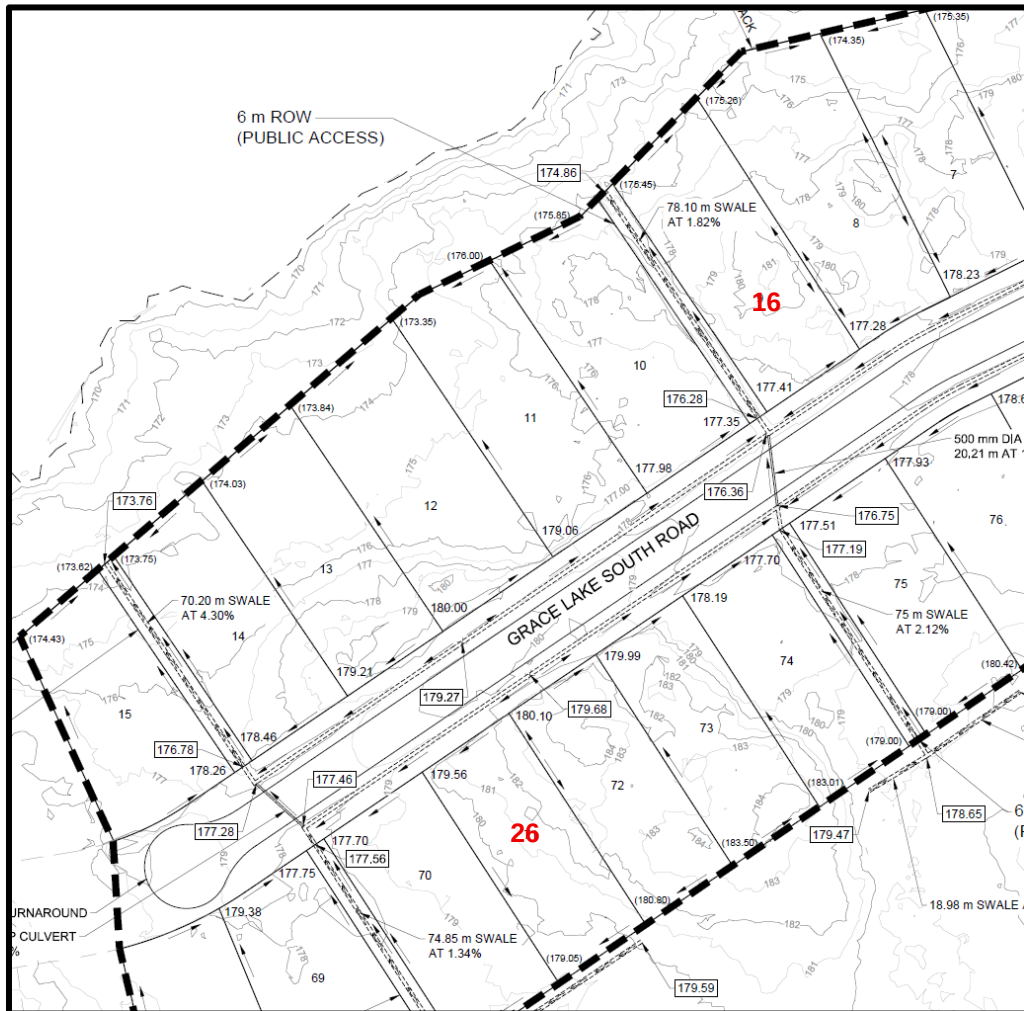


CITY OF YELLOWKNIFE
Lots Available on Grace Lake South:





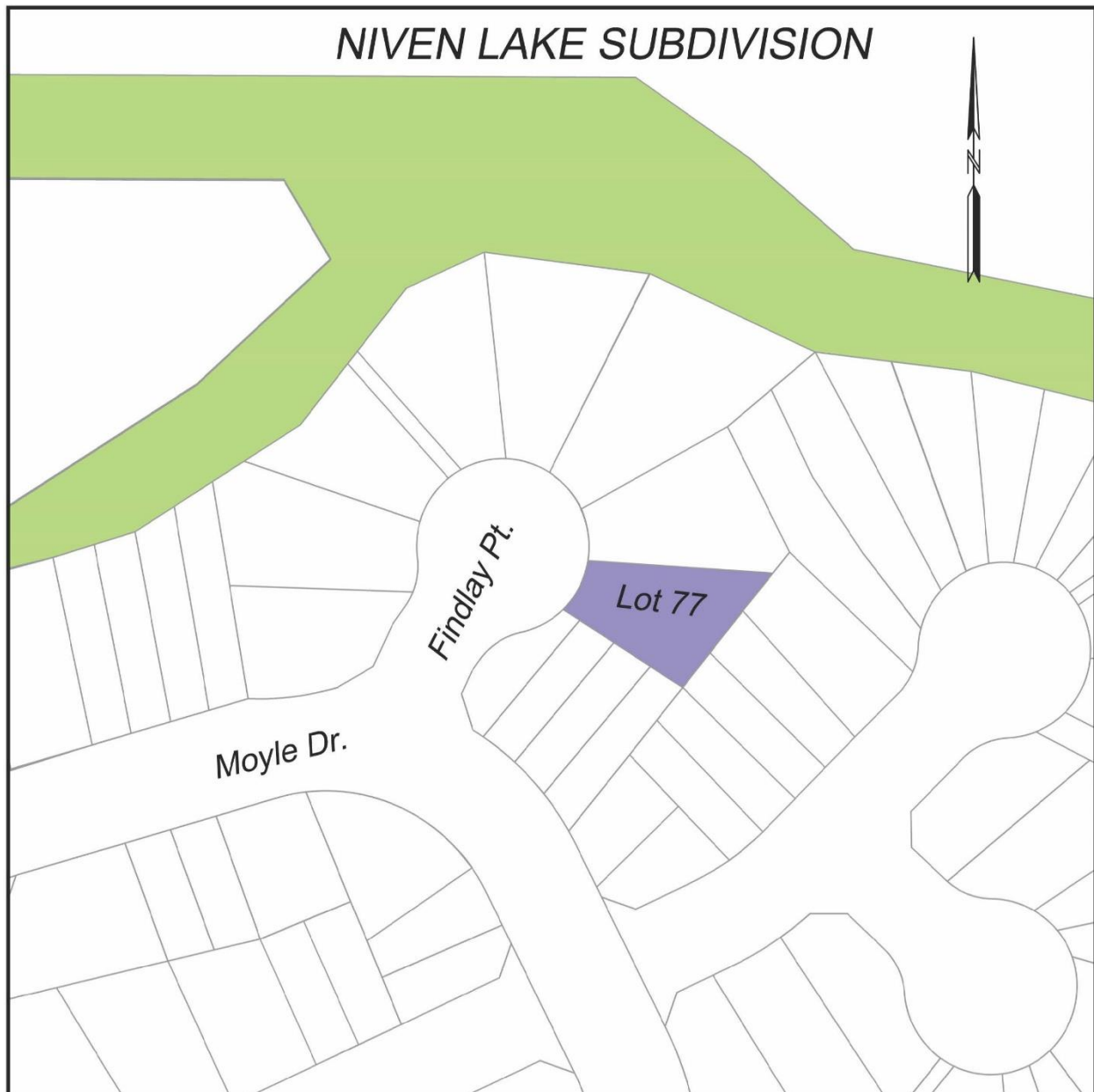
CITY OF YELLOWKNIFE
Grace Lake South Grading Plan:





CITY OF YELLOWKNIFE

Lot Available on Niven:

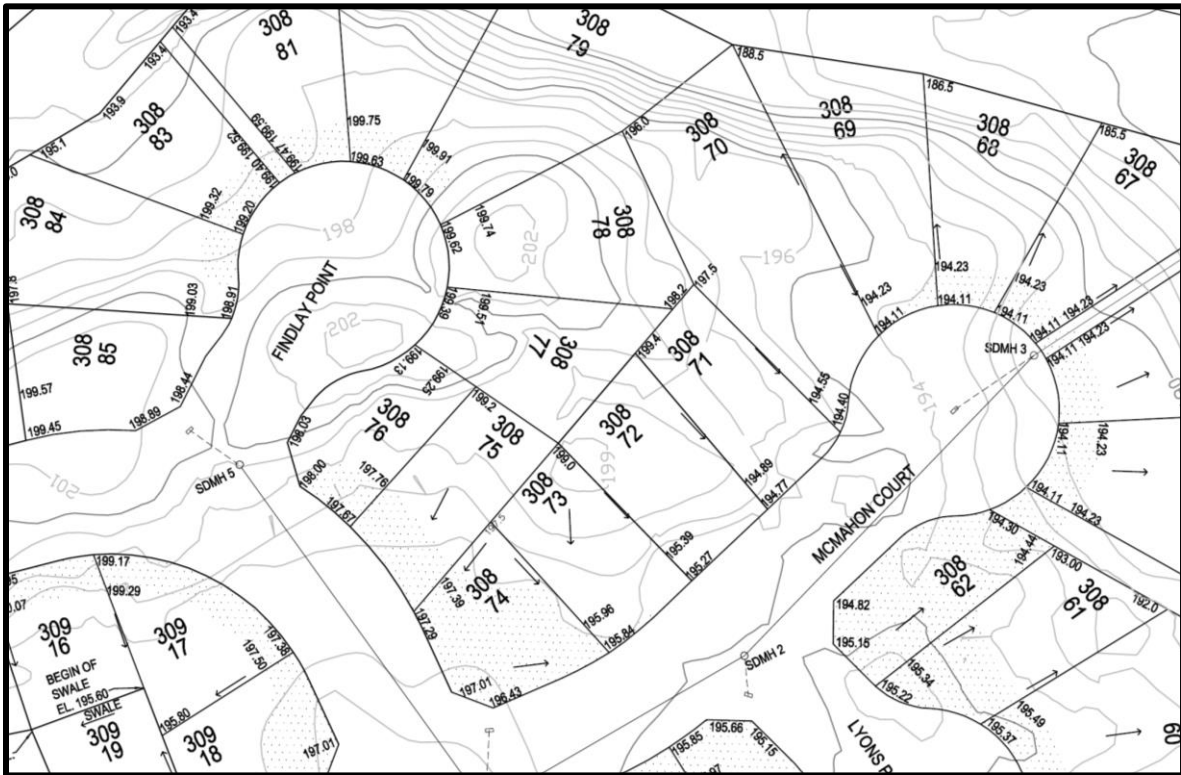






CITY OF YELLOWKNIFE

Niven Lake Grading Plan:





CITY OF YELLOWKNIFE

5. Zoning By-law No. 5045

The Gitzel lots are zoned **RI-1 – Residential Intensification**, which permits duplexes, townhouses, and multi-unit residential dwellings, including detached or in-home secondary suites. **Applicants should be aware that all the five lots in Gitzel are zoned for multi-unit residential development, and no single detached dwellings are permitted in this zone.** Niven Lake lot is zoned **R1- Low Density Residential** and the Grace Lake South lots are zoned **RE – Residential Estate**.

The following pages bring in depth the development regulations applicable to each zone. Careful reading is highly recommended.



CITY OF YELLOWKNIFE

10 Residential Zones and Zone Regulations | 118

Section 10.5 RI – Residential Intensification added by By-law No. 5095 October 28, 2024

10.5. RI – Residential Intensification

10.5.1. Purpose

To provide areas for new or infill residential intensification Developments that supply a mix of housing options.

Table 10-13: RI Permitted and Discretionary Uses

Permitted	Discretionary
Accessory Building	Convenience Store
Accessory Use	Similar Use
Daycare Facility (accessory)	
Dwelling • In-Home Secondary • Multi-Unit • Townhouse • Special Care Residence	
Home-Based Business	
Mixed Use	
Planned Development	
Public Utility Uses and Structures	



CITY OF YELLOWKNIFE

10 Residential Zones and Zone Regulations | 119

Table 10-14: RI Residential Intensification Regulations

RI - Regulations	Multi-Unit Dwelling/Other	Townhouse Dwelling
Minimum Lot Width	50 m	37.5 m (7.5 m subdivided)
Minimum Site Area	5,000 m ²	2,000 m ²
Maximum Lot Coverage	65% combined	65% combined
Maximum Height		
Principal Building	18 m	15 m
Accessory Building	Less than the Height of the Principal Building	Less than the Height of the Principal Building
Minimum Front Yard Setback		
Principal Building	1 m	1 m
Accessory Building	Not within the minimum Front Yard Setback	Not within the minimum Front Yard Setback
Minimum Side Yard Setback		
Principal Building – Interior*	3 m	3 m
Principal Building – Corner	3 m	3 m
Accessory Building - Interior	1 m	1 m
Accessory Building - Corner	3.5 m	3.5 m
Minimum Rear Yard Setback		
Principal Building	6 m	6 m
Accessory Building	1 m	1 m
Projection into Yard Setbacks		
Architectural Features	1 m (except front yard)	1 m (except front yard)
Unenclosed Deck and unenclosed steps	40% reduced setback	40% reduced setback
Unenclosed Deck less than 0.6 m in Height Rear Yard	1 m from the Lot boundary	1 m from the Lot boundary
Accessory Structures overhanging eaves	0.6 m (except front yard)	0.6 m (except front yard)
Minimum Distance		
Any Building to an Outdoor Wood Pellet Boiler	3 m	3 m
Between Principal Building and Accessory Building/Structure or between Accessory Buildings/Structures	1 m	1 m

*Note: minimum Side Yard Setback along party wall in Townhouses shall be 0 m.



CITY OF YELLOWKNIFE

10 Residential Zones and Zone Regulations | 120

10.5.2. Development Regulations

a) Site Development

- i. A Site shall not be developed where significant portions of the site cannot accommodate future residential Development and Access.
- ii. Access:
 - 1) All Developments shall maintain pedestrian linkages by connecting to all sidewalks and trails where possible; and,
 - 2) All Developments shall be designed to minimize conflict between pedestrian and vehicle traffic on site.
- b) All mechanical equipment, including roof mechanical units and/or pellet boilers and pellet silo, shall be concealed by Screening in a manner compatible with the architectural character of the Buildings, or concealed by incorporating it within the Building roof or an accessory structure.

10.5.3. Other Regulations

- a) See Section 7 – Development Regulations Applicable to All Zones.
- b) See Section 8 – Development Regulations Applicable to Residential Zones.

10.5.4. RI-1 Regulations

To provide an area that supports infill of residential intensification that is suitable in established neighbourhoods or on land with constraints.

All regulations in the RI Zone applies, except Table 10-13 and Table 10-14.

Table 10-15: RI-1 Permitted and Discretionary Uses

Permitted	Discretionary
Accessory Building	Similar Use
Accessory Use	
Dwelling • Detached Secondary • Duplex • In-Home Secondary • Multi-Unit • Townhouse • Special Care Residence	
Home-Based Business	
Planned Development	
Public Utility Uses and Structures	



CITY OF YELLOWKNIFE

10 Residential Zones and Zone Regulations | 121

Table 10-16: RI-1 Specific Regulations

RI-1 - Regulations	Duplex	Townhouse Dwelling	Multi-Unit/Other
Minimum Lot Width	15 m	19.5 m (6.5m subdivided)	20 m
Maximum Lot Coverage	65% combined	65% combined	65% combined
Maximum Height			
Principal Building	12 m	12 m	12 m
Accessory Building	Less than the Height of the Principal Building	Less than the Height of the Principal Building	Less than the Height of the Principal Building
Detached Secondary Dwelling Unit above a Garage	No more than 3 m higher than the Principal Building to a maximum of 12 m	-	-
Detached Secondary Dwelling Unit	No more than 3 m higher than the Principal Building to a maximum of 12 m	-	-
Minimum Front Yard Setback			
Principal Building	3 m	3 m	3 m
Accessory Building	Not within the minimum Front Yard Setback	Not within the minimum Front Yard Setback	Not within the minimum Front Yard Setback
Minimum Side Yard Setback			
Principal Building – Interior *	3 m	3 m	3 m
Principal Building – Corner	3.5 m	3 m	3 m
Accessory Building – Interior	1 m	1 m	1 m
Accessory Building – Corner	3.5 m	3.5 m	3.5 m
Minimum Rear Yard Setback			
Principal Building	6 m	6 m	6 m
Accessory Building	1 m	1 m	1 m
Projection into Yard Setbacks			
Architectural Features	1.2 m	1.2 m	1.2 m
Unenclosed Deck and unenclosed steps	40% reduced setback	40% reduced setback	40% reduced setback
Unenclosed Deck less than 0.6 m in Height Rear Yard	1 m from the Lot boundary	1 m from the Lot boundary	1 m from the Lot boundary



CITY OF YELLOWKNIFE

10 Residential Zones and Zone Regulations | 122

Accessory Structures overhanging eaves	0.6 m	0.6 m	0.6 m
Minimum Distance			
Any Building to an Outdoor Wood Pellet Boiler	3 m	3 m	3 m
Between Principal Building and Accessory Building/Structure or between Accessory Buildings/Structures	1 m	1 m	1 m

*Note: minimum side yard setback along party wall in townhouses shall be 0 m

10.5.5. Infill Design Regulation

- No blank wall that is visible from the street shall be permitted.
- Infill development shall orient towards the public street in the same direction as one adjacent building, where possible.



CITY OF YELLOWKNIFE

10 Residential Zones and Zone Regulations | 96

10. Residential Zones and Zone Regulations

10.1. R1 – Low Density Residential

10.1.1. Purpose

To provide an area for lower Density residential Development that encourages a mix of Dwelling types and compatible Uses.

Table 10-1: R1 Permitted and Discretionary Uses

Permitted	Discretionary
Accessory Building	Convenience Store
Accessory Use	Planned Development
Community Resource Centre	Similar Use
Day Care Facility	
Dwelling • Single Detached • Duplex • In-Home Secondary • Detached Secondary • Factory-Built • Townhouse • Multi-Unit • Special Care Residence	
Home Based Business	
Institutional • Religious & Education Institutions	
Public Parks	
Public Utility Uses and Structures	
Short-Term Rental Accommodation	
Temporary Use	
Urban Agriculture, Community	



CITY OF YELLOWKNIFE

10 Residential Zones and Zone Regulations | 97

Table 10-2: R1 Regulations

R1 - Regulations	Single Detached Dwelling	Factory-Built Dwelling	Duplex Dwelling	Townhouse/ Multi-Unit Dwelling
Minimum Lot Width	15 m	11 m	15 m (7.5 m subdivided)	15 m (7.5 m subdivided)
Maximum Site Area	-		-	1,300 m²
Maximum Lot Coverage				
Principal Building	40%	40%	55% combined	55% combined
Accessory Building	15%	15%		
Maximum Height				
Principal Dwelling	12 m	12 m	12 m	12 m
Accessory Building	Less than the Height of the Principal Dwelling	Less than the Height of the Principal Dwelling	Less than the Height of the Principal Dwelling	Less than the Height of the Principal Dwelling
Detached Secondary Dwelling Unit Above a Garage	No more than 3 m higher than the Principal Building to a maximum of 12 m	No more than 3 m higher than the Principal Building to a maximum of 12 m	No more than 3 m higher than the Principal Building to a maximum of 12 m	Not applicable
Detached Secondary Dwelling Unit	No higher than the Principal Building to a maximum of 12 m	No higher than the Principal Building to a maximum of 12 m	No higher than the Principal Building to a maximum of 12 m	Not applicable
Minimum Front Yard Setback (Principal Building)				
Front Yard	6 m	6 m	6 m	6 m
Minimum Side Yard Setback				
Principal Building - Interior	1.5 m	1.5 m	1.5 m	1.5 m
Principal Building - Corner	2 m	2 m	2 m	2 m
Factory-Built Dwelling - Entrance Side	-	2 m	2 m	-
Factory-Built Dwelling - Non Entrance Side	-	1.5 m	1.5 m	-

Zoning By-law 5045 | March 14, 2022



CITY OF YELLOWKNIFE

10 Residential Zones and Zone Regulations | 98

R1 - Regulations	Single Detached Dwelling	Factory-Built Dwelling	Duplex Dwelling	Townhouse/ Multi-Unit Dwelling
Factory-Built Dwelling – Front Entrance	-	1.5 m (both sides)	1.5 m (both sides)	-
Accessory Building - Interior	1 m	1 m	1 m	1 m
Accessory Building - Corner	2 m	2 m	2 m	2 m
Minimum Rear Yard Setback				
Minimum for a Principal Building	6 m	6 m	6 m	6 m
Minimum for an Accessory Building	1 m	1 m	1 m	1 m
Minimum for an Outdoor Wood Pellet Boiler	2 m	2 m	2 m	2 m
Projections into Yard Setbacks				
Architectural Features for 3 m or greater	1.2 m	1.2 m	1.2 m	1.2 m
Architectural Features 1.5 m or less for Side Yard	0.6 m	0.6 m	0.6 m	0.6 m
Unenclosed Deck above 0.6 m in Height front and rear Yard	40% reduced setback	40% reduced setback	40% reduced setback	40% reduced setback
Unenclosed Deck less than 0.6 m in Height Front Yard	40% reduced setback	40% reduced setback	40% reduced setback	40% reduced setback
Unenclosed Deck less than 0.6 m in Height Rear Yard	1 m from the Lot boundary	1 m from the Lot boundary	1 m from the Lot boundary	1 m from the Lot boundary
Unenclosed Steps	40% reduced setback	40% reduced setback	40% reduced setback	40% reduced setback
Accessory Structures overhanging eaves	0.6 m	0.6 m	0.6 m	0.6 m
R1 - Regulations	Single Detached	Factory-Built Dwelling	Duplex Dwelling	Townhouse/ Multi-Unit



CITY OF YELLOWKNIFE

10 Residential Zones and Zone Regulations | 99

R1 - Regulations	Single Detached Dwelling	Factory-Built Dwelling	Duplex Dwelling	Townhouse/ Multi-Unit Dwelling
	Dwelling			Dwelling
Minimum Distance				
Between Principal Building and Accessory Building/Structure or between Accessory Buildings/Structures	1 m	1 m	1 m	1 m
Exceptions	Minimum 3 m Between a Principal Building and Outdoor Wood Pellet Boiler	Minimum 3 m Between a Principal Building and Outdoor Wood Pellet Boiler	Minimum 3 m Between a Principal Building and Outdoor Wood Pellet Boiler	Minimum 3 m Between a Principal Building and Outdoor Wood Pellet Boiler

10.1.2. Development Regulations

a) Site Development

- i The Site plan, the relationship between Buildings, Structures and Open Spaces, the architectural treatment of Buildings, and vehicle circulation shall be subject to approval by the Development Officer.
- ii A Site shall not be developed where significant portions of the Site cannot accommodate future residential Development and Access.
- iii Parking
 - 3) Single Detached Dwellings, driveways shall not exceed two car widths.
 - 4) Duplex Dwellings, driveways shall not exceed two car widths without being separated by Landscaping features satisfactory to the Development Officer.

10.1.3. Other Regulations

- a) See Section 7 – Development Regulations Applicable to All Zones.
- b) See Section 8 – Development Regulations Applicable to Residential Zones.



CITY OF YELLOWKNIFE

6. Grace Lake South Area Development Plan By-law No. 4867

BY-LAW NO. 4867

BZ 341

A BY-LAW of the Council of the Municipal Corporation of the City of Yellowknife in the Northwest Territories, authorizing the Municipal Corporation of the City of Yellowknife to adopt City of Yellowknife Grace Lake South Development Plan By-law No. 4867.

PURSUANT TO:

- a) Sections 8 to 11 inclusive of the *Community Planning and Development Act*, S.N.W.T., 2011, c.22; and
- b) Due notice to the public, provision for inspection of this by-law and due opportunity for objections thereto to be heard, considered and determined.

WHEREAS the Municipal Corporation of the City of Yellowknife wishes to adopt the City of Yellowknife Grace Lake South Development Plan By-law No. 4867;

NOW THEREFORE, THE COUNCIL OF THE MUNICIPAL CORPORATION OF THE CITY OF YELLOWKNIFE, in regular session duly assembled, hereby enacts as follows:

SHORT TITLE

1. This By-law may be cited as the Grace Lake South Area Development Plan.

APPLICATION

2. The City of Yellowknife Grace Lake South Area Development Plan comprised of the attached Schedule No. 1 and Schedule No. 1-A, is hereby adopted.

EFFECT

3. That this by-law shall come into effect upon receiving Third Reading and otherwise meets the requirements of Section 75 of the *Cities, Towns and Villages Act*.



CITY OF YELLOWKNIFE

By-law No. 4867

BZ 341

Read a First time this 26 day of OCTOBER, A.D. 2015.

Mark Heyck
Mayor

Deborah Kefalas
City Administrator

Read a Second Time this 9 day of NOVEMBER, A.D. 2015.

Mark Heyck
Mayor

Deborah Kefalas
City Administrator

Read a Third Time and Finally Passed this 9 day of NOVEMBER, A.D., 2015.

Mark Heyck
Mayor

Deborah Kefalas
City Administrator

I hereby certify that this by-law has been made in accordance with the requirements of the *Cities, Towns and Villages Act* and the by-laws of the Municipal Corporation of the City of Yellowknife.

Deborah Kefalas
City Administrator





CITY OF YELLOWKNIFE

By-law No. 4867

BZ 341

CITY OF YELLOWKNIFE GRACE LAKE SOUTH AREA DEVELOPMENT PLAN BY-LAW NO. 4867

"SCHEDULE No. 1"

1. Purpose
To establish a development framework including a conceptual lot layout and road and trail connections for the Grace Lake South Waterside Residential land development.
2. Development Scheme Boundaries
 - a. The conceptual land development area is located at the south end of the City of Yellowknife along the southern shore of Grace Lake shown on Schedule No. 1-A.
 - b. The number of lots, parcel boundaries, and municipal (pathway and road) rights-of-way represent the intent of the City of Yellowknife. They will be established and determined by engineering design and final plans of survey.
3. Phasing
 - a. The development of Phase 1 will begin following the adoption of the Grace Lake South Area Development Plan. Scheduling for Phases 2 and 3 will be subject to future development needs.
4. Land Use
 - a. Uses in the Grace Lake area are limited to detached dwellings and complementary secondary uses. All development shall comply with Section 3.4.3 of the 2011 General Plan, policies for the Waterside Residential Designation.
 - b. As the residential lots do not extend to the shoreline nor have direct access to Grace Lake, private docks on the water or any private construction within 100' of the publicly-owned shoreline shall not be permitted.
 - c. The use of power boats in Grace Lake is generally discouraged and no driveway access to water edge through the shoreline or on residential lots shall be permitted.
 - d. Sustainable Design
Development in the Grace Lake Waterside Residential area is encouraged to consider a higher standard of sustainable building and site design. Possible sustainability considerations may include the following:
 - i. The solar façade of the house (i.e. the façade that contains the most window area) is oriented within 30 degrees of due south;



CITY OF YELLOWKNIFE

By-law No. 4867

BZ 341

- ii. Incorporating a grey water recycling system to recycle a minimum of 50% of water delivered to the home by trucked services;
- iii. Using water saving devices with the following minimum performance standards:
 - Toilets to be water-saver or ultra-low flush toilets using 6 litres/flush (1.3 imp. gal/flush) or less;
 - Showerheads to be low-flow showerheads using 9.8 litres/min. (2.2 imp. gal./min.) or less when tested at 551 kPa (80 psi);
 - Washroom and kitchen faucets to use 8.3 litres/min. (1.8 imp. gal/min) or less when tested at 413 kPa (60 psi).
- iv. Using fire resistant materials;
- v. All natural areas on the lot, except those used for the dwelling, driveway access, parking, accessory buildings, and an outdoor amenity area are to be retained in its natural state.

5. Trail connection and Open Space Network

According to the 2011 General Plan, park standards do not apply to residences in the Waterside Residential designation. Residential lots in the Grace Lake South area are connected to the City-wide trail system through the intersection with the trails along the south edge of the Enterprise Drive Extension area. Access nodes are proposed to provide the general public with access to Grace Lake South and to form a complete open space network.

Pursuant to the *Northwest Territories Lands Act*, a strip of land one hundred feet in width, measured from Ordinary High Water Mark (OHWM) was deemed to be reserved to the Commissioner out of every grant of territorial lands where the land extends to the shore of any navigable water, unless otherwise ordered by the Commissioner in Executive Council. The trail system will occur within the 100' OHWM reserve. The City of Yellowknife will acquire leasehold interest from the Government of the Northwest Territories for trail development along the shoreline and, if applicable, an exemption from the Commissioner in Executive Council.

a. Trail Connection

- i. The proposed trail system will connect to the trails and boardwalk along Grace Lake North and trails along Kam Lake Road in addition to the node access pathways in between the residential lots.
- ii. Existing snowmobile trails on Grace Lake will remain.

b. Node Access to Grace Lake

Six (6) m wide pathways will be located along the side of the lots at even intervals of the Grace Lake South residential area. The pathways are proposed as node access to Grace Lake and shall be surveyed as a municipal right-of-way.



CITY OF YELLOWKNIFE

By-law No. 4867

BZ 341

c. Buffer

A 15 m buffer between the Grace Lake Waterside Residential area and Kam Lake Road shall be preserved.

6. Road Network

- a. The Grace Lake South residential lots are structured along a new road (Road #1) branching from Kam Lake Road and in parallel to the shoreline of Grace Lake. A 30 m road right-of-way for Road #1 is proposed.
- b. Another new road (Road #2) will connect perpendicular to Road #1 and Kam Lake Road to form a loop mid-way through the Grace Lake South residential area. A 20 m road right-of way for Road #2 is proposed. Kam Lake Road upgrade, where determined necessary through engineering design, will be conducted in coordination with Road #1 and Road #2 construction.
- c. No vehicle access shall be allowed to the water's edge.
- d. Detailed road design shall be approved by the Department of Public Works.

7. Utility Services

- a. Trucked water and sewer services shall be provided within the Development Plan area, unless otherwise approved by the City of Yellowknife.
- b. Electrical services and other utilities shall be underground, unless otherwise approved by the City of Yellowknife.
- c. Where applicable, off-site levies shall be collected in accordance with Land Administration By-law No. 4596.
- d. The fire protection plan and design of the Grace Lake South residential lots shall be developed in consultation with the Fire Division. Fire protection measures (i.e. including, but not limited to, a year-round wet well installed into an adjacent lake or a truck fill station with tank storage) shall be subject to feasibility as well as Public Works and other appropriate regulatory bodies approvals.

8. Drainage and Wetlands

- a. Existing natural drainage patterns and wetlands shall be maintained where possible.



CITY OF YELLOWKNIFE

By-law No. 4867

BZ 341

- b. A Grading Plan that maintains existing drainage as practical as possible shall be provided to the satisfaction of the Department of Public Works upon new subdivision of land affected by this Development Scheme.
- 9. Proposed Golf Course Lease
 - a. A golf course is contemplated for the lands adjacent to the Grace Lake South Waterside Residential lots. The development of a golf course shall occur in coordination with the Grace Lake South Waterside Residential development to minimize any potential conflict between the two land uses.
 - b. An adequate distance separation shall be required from the golf course fairway to the residential lots. Protective screening shall be provided for areas of probable risk from stray golf balls.

Schedule No. 1-A (DM# 430693 v.1B)



CITY OF YELLOWKNIFE



CITY OF YELLOWKNIFE

7. Niven Lake Area Development Scheme By-law No. 4438

BZ 255

CITY OF YELLOWKNIFE
BY-LAW NO. 4438

A BY-LAW of the Council of the Municipal Corporation of the City of Yellowknife in the Northwest Territories, authorizing the Municipal Corporation of the City of Yellowknife to repeal a portion of the City of Yellowknife Niven Lake Development Scheme 2004, By-law No. 4339, as amended.

PURSUANT TO:

- a) Section 25 to 29 inclusive of the *Planning Act*, R.S.N.W.T., 1988, c. P-7;
- b) Due notice to the public, provision for inspection of this by-law and due opportunity for objections thereto to be heard, considered and determined; and
- c) The approval of the Minister of Municipal and Community Affairs, certified hereunder.

WHEREAS the Municipal Corporation of the City of Yellowknife has evaluated the Niven Lake Development Scheme 2004, By-law No. 4339, as amended;

AND WHEREAS the Municipal Corporation of the City of Yellowknife wishes to adopt the City of Yellowknife Niven Lake Development Scheme 2007, By-law No. 4438;

NOW THEREFORE, THE COUNCIL OF THE MUNICIPAL CORPORATION OF THE CITY OF YELLOWKNIFE, in regular session duly assembled, hereby enacts as follows:

SHORT TITLE

1. This By-law may be cited as the Niven Lake Development Scheme 2007.

APPLICATION

2. The City of Yellowknife Niven Lake Development Scheme 2007 comprised of the attached Schedule No. 1 and Schedule No. 1-A, is hereby adopted.

REPEALS

3. The portion of By-law No. 4339 which is coincident with the Niven Lake Development Scheme 2007 is hereby repealed.



CITY OF YELLOWKNIFE

By-law No. 4438
Page 2

BZ 255

EFFECT

4. That this by-law shall come into effect upon receiving Third Reading and otherwise meets the requirements of Section 75 of the Cities, Towns and Villages Act.

READ a First Time this 22ND day of JANUARY, A.D. 2007.

Mark Hengle
A/MAYOR

W. Hall
CITY ADMINISTRATOR

READ a Second Time this 16TH day of MARCH, A.D. 2007.

Mark Hengle
A/MAYOR

W. Hall
CITY ADMINISTRATOR

APPROVED by the Minister of Municipal and Community Affairs of the Northwest Territories this 26TH day of APRIL, A.D. 2007.

[Signature]
MINISTER
MUNICIPAL AND COMMUNITY AFFAIRS



CITY OF YELLOWKNIFE

By-law No. 4438
Page 3

BZ 255

READ a Third Time and Finally Passed this 28th day of
MAY, A.D. 2007.

Mark Hayck
A/ MAYOR

B. Keha
A/ CITY ADMINISTRATOR

I hereby certify that this by-law has been made in accordance with the requirements of the Cities, Towns and Villages Act and the by-laws of the Municipal Corporation of the City of Yellowknife.

B. Keha
A/ CITY ADMINISTRATOR

\\ODMA\FCDocs\DOCS\122000\1





CITY OF YELLOWKNIFE

By-law No. 4438
Page 4

BZ 255

SCHEDULE 1-A

1. Housing

- 1a) The Niven Lake residential area shall provide for detached, duplex, multi-attached and multi-family dwellings, as defined under the current Zoning By-law, in areas designated R - LD (Residential Low Density) and R - MD (Residential Medium Density).

2. Pathways and Open Space

- 2a) In conjunction with the Integrated Parks, Trails, and Open Space Development Study as approved on June 27, 2005 by motion #0173-05 the trails and open space network will be connected to the larger City wide trail system.
- 2b) The Niven Lake trail system will be connected both to the surrounding residential subdivision and to recreational opportunities outside of the Niven Lake subdivision.
- 2c) The existing trail connecting the Frame Lake trail to Back Bay will be retained in its current location and incorporated into the trail system of this development.
- 2d) Wherever possible, trails external to parkspace or road rights-of-way will be developed within an approximate 20 metre right-of-way wherein no development save that directly related to a trail or a related public service use will be permitted. The 20 meter right-of-way will be established by a plan of survey.

3. Roads and Utilities

- 3a) Within road rights-of-way, streets shall be developed at the minimum width prescribed by the Public Works Department to accommodate two way traffic, parking on one or both sides as required, sidewalks on both sides, and landscaped boulevards.



CITY OF YELLOWKNIFE

By-law No. 4438
Page 5

BZ 255

SCHEDULE 1-A (continued)

3b) Cul-de-sacs shall be developed at the minimum width as prescribed by the Public Works Department to accommodate two-way traffic and a centre island to be landscaped with natural flora and hard landscape material local to the City of Yellowknife.

3c) Utilities will be underground.

3d) Traffic calming measures such as landscaped boulevards, on-street parking, and landscaped cul-de-sac centre islands will be used to promote pedestrian friendly development.

4. Public Transit

4a) The Niven Lake Development Scheme 2007 is designed to accommodate public transit.

5. Parks

5a) As outlined in the Waterfront Management Plan (2001 - 2008) as approved on February 26, 2001 by motion #0056-01, an urban/nature park is intended to be developed in the Urban Reserve area to preserve the natural attributes of the area, specifically waterfront views and access.

5b) Active or passive recreation opportunities will be provided in the Parkspace areas.

6. Highway Buffer

6a) A 20 metre buffer strip shall be preserved between the east boundary of the Yellowknife access road right-of-way and any proposed lots. The buffer strip may allow for trail uses, but will otherwise be maintained in a natural, undeveloped state.



CITY OF YELLOWKNIFE

By-law No. 4438
Page 6

BZ 255

SCHEDULE 1-A (continued)

7. Urban Reserve

- 7a) The area adjacent to the Jackfish ravine will be subject to future study for residential, parks, and recreation purposes.

8. Development Scheme Boundaries

- 8a) Parcel and right-of-way boundaries represent the intent of the City of Yellowknife and will be established by engineering design and plans of survey. The boundaries indicated by this Development Scheme are subject to change based on their completion. Road rights-of-way will be determined by plan of survey or engineering design.

9. Resource Conservation

- 9a) Where practical any plan of subdivision should be designed to take advantage of passive solar opportunities for individual lots.
- 9b) Methods of energy conservation may be considered in zoning and building regulations for the Development Scheme area.

Docs #122000



CITY OF YELLOWKNIFE

By-law No. 4438
Page 7

BZ 255

PROPERTY OWNERS WITHIN NIVEN LAKE DEVELOPMENT SCHEME 2007

City of Yellowknife
P.O. Box 580,
Yellowknife, NT
X1A 2N4

Docs #122000

REAL PROPERTY PURCHASE AGREEMENT

Agreement Type: Engel Business Park Date:

Between:

Vendor: **The Municipal Corporation of the City of Yellowknife**
("the City")

and

Purchaser Name and
Mailing Address
(the "Purchaser")
Property
(the "Property")

Lot
Block
Plan

Purchase Price

DownPayment (if any)	\$
Balance of Non-refundable Deposit	\$

Non-Refundable Deposits:	\$
Balance of the Purchase Price	\$

Total Purchase Price	\$
GST	\$

Total Payable	\$	(excluding adjustments)
---------------	----	-------------------------

Closing

Closing Date: 3 months from the date hereof

Development Obligations:

Deadline to Obtain Development Permit Choose an item.

Permit

Deadline to Complete Development Development Deadline Choose an item.))

Additional Terms:

This agreement consists of this documents and the attached Schedule "A" of Standard Terms together with any other applicable schedules referred to in Schedule "A".

IN WITNESS whereof this Purchase Agreement has been duly executed by the parties on the day and year first above written.

**THE MUNICIPAL CORPORATION OF
THE CITY OF YELLOWKNIFE**

(Seal)

Per: _____

PLANNING ADMINISTRATOR

WITNESS

PURCHASER

SIGNATURE

SIGNATURE

NAME

NAME

STANDARD TERMS AND CONDITIONS
SCHEDULE "A"
REAL ESTATE PURCHASE AGREEMENT

In consideration of the purchase price the Purchaser will pay to the City and the other commitments set out in this agreement, the City and the Purchaser agree as follows:

ARTICLE 1 -DEFINITIONS AND INTERPRETATIONS

1.01 In this Agreement, when the following words and phrases are capitalized, they mean the following:

- (a) **"Approved Development Permit"** means a document authorizing a development, issued pursuant to the Zoning By-law.
- (b) **"Articles of Agreement"** means the contract to which these Standard Terms and Conditions are attached.
- (c) **"Balance of the Purchase Price"** means 85% of the Purchase Price more or less, subject to adjustments, if any, as set forth herein, not including the GST, payable in accordance with the Payment Terms specified on page 1 of the Articles of Agreement;
- (d) **"Ballot Draw Deposit"** means the Ballot Draw Payment, if any, identified on page 1 of the Articles of Agreement, submitted with the Ballot Draw Application for the Property, as required by the City's Land Ballot Draw Procedures Policy;
- (e) **"Closing Date"** is that date identified on the first page of the Agreement, or such other date as may be agreed to in writing by both parties or their lawyers;
- (f) **"Discretionary Use"** means a use that may be permitted at the discretion of City Council under the Zoning By-law;
- (g) **"Goods and Services Tax"** or **"GST"** means the Goods and Services payable by the Purchaser to the City pursuant to the *Excise Tax Act* (being 5% of the Purchase Price), subject to the terms of this Agreement;
- (h) **"GST Registrant"** means a Purchaser who has a valid GST registration number for the collection of GST as of the Closing Date;
- (i) **"Non-refundable Deposit"** means 15% of the Purchase Price;
- (j) **"Option Agreement"** means the agreement set forth in Schedule "B" attached hereto (if applicable).

- (k) **"Permitted Encumbrances"** means:
 - (i) a caveat for a utility right of way, easement, or access right filed by any utility provider;
 - (ii) a caveat for the Option to Purchase (if applicable) in favour of the City;
 - (iii) a caveat requiring consolidation of multiple lots, if applicable;
 - (iv) a municipal drainage easement; and
 - (v) any additional registration identified in the Articles of Agreement.
 - (l) **"Permitted Uses"** means a use of the Property that will be approved, with or without conditions, provided the requirements of the Zoning By-law are satisfied;
 - (m) **"Possession Date"** means the date both the City and the Purchaser have signed this Agreement.
 - (n) **"Purchase Price"** is the amount identified on the first page as the Total Purchase Price, not including Goods and Services Tax (if applicable), subject to adjustments as set out in this Agreement;
 - (o) **"Zoning By-law"** means the City's Zoning By-law 5045, as amended from time to time, or as replaced by another zoning bylaw.
- 1.02 The captions and headings in this Agreement are for convenience and reference only. They will not be considered when interpreting this Agreement.
- 1.03 All references in this Agreement to Articles, Sections, and Schedules refer to the corresponding Articles, Sections, and Schedules of this Agreement.
- 1.04 A reference to a bylaw of the City shall be deemed to refer to the bylaw as amended or replaced from time to time.
- 1.05 All references to currency shall be in Canadian dollars.
- 1.06 The law of the Northwest Territories shall apply when interpreting or enforcing this agreement.
- 1.07 If the Closing Date or any other date referred to in this Agreement falls on a Saturday, Sunday, or statutory holiday in Yellowknife, that date shall be deemed to refer to the next business day in Yellowknife.

ARTICLE 2 -PURCHASE AND SALE

- 2.01 The Purchaser agrees to purchase the Property subject only to the Permitted Encumbrances, and free and clear of all tenancies, for the Purchase Price and the City hereby agrees to sell the Property to the Purchaser in accordance with the terms and conditions herein set out.
- 2.02 The Purchaser hereby agrees that the Property may be subject to drainage easements and electrical/utility easements (for the provision of electrical and cable services) and that such easements will be evidenced by registration of a caveat or caveats against the title to the Property. The Purchaser further agrees and covenants with the City, in the event that title to the Property is transferred to the Purchaser before the said caveat or caveats are registered, to execute such other documents as may be necessary to permit registration of the said easements with the Land Titles Office in the Northwest Territories.
- 2.03 Unless otherwise expressly stated in the Articles of Agreement, the Purchase Price, plus applicable Goods and Services Tax (GST), and shall be paid as follows:
- (a) A Non-Refundable Deposit equal to 15% of the Purchase price shall be payable at signing of this Agreement. For greater certainty, any Ballot Draw Deposit paid by the Purchaser shall be applied to the Non-Refundable Deposit.
 - (b) the Balance of the Purchase Price shall be paid on the Closing Date unless otherwise stated in the Articles of Agreement;
 - (c) adjustments for property taxes calculated from the Possession Date to the Closing date shall be payable on the Closing Date (unless they have already been paid), and
 - (d) subject to 2.04 below, the Goods and Services Tax payable on the Purchase Price shall be paid on the Closing Date.

Payments on the Closing Date shall be made by certified cheque or solicitor's trust cheque, unless otherwise agreed by the City.

- 2.04 If the City is required to charge GST on the Purchase Price, the City and the Purchaser agree:
- (a) if the Purchaser is not a GST Registrant, the Purchaser shall be required to pay applicable GST to the City on the Closing Date; and
 - (b) if the Purchaser is a GST Registrant, the Purchaser shall not be required to pay GST to the City if the Purchaser provides the appropriate statutory declaration confirming the Purchaser's GST registration number, agrees to account directly to Revenue Canada for any GST payable in respect of this

transaction, and indemnifies the City in respect of the GST and any penalties.

In either case, the Purchaser shall do such further acts, and execute and deliver such further documents, as may be required for the Purchaser to fully comply with the requirements of applicable GST legislation.

2.05 If, at any time before the Purchase Price has been paid in full:

- (a) a lien is filed against the Property; or
- (b) the Purchaser becomes the subject of bankruptcy or insolvency proceedings,

the Purchaser shall be required to pay the remaining Balance of the Purchase Price, together with GST, and any administrative cost owing, within two business days of written demand for payment, failing which the City may terminate this agreement.

ARTICLE 3 -CONVEYANCING MATTERS

- 3.01 Vacant possession of the Property shall be given to the Purchaser at 12:00 o'clock noon on the Possession Date, but the Purchaser shall not be entitled to obtain title to the Property until the Balance of the Purchase Price for the Property has been paid in full. The Purchaser shall be responsible for the payment of all property taxes on the Property as of the Possession Date and the Purchase Price shall be subject to adjustment for property taxes, if any, on the Closing Date.
- 3.02 The City is not obliged to accept payment of the Purchase Price after the Closing Date, but the City may agree to accept late payment, subject to reasonable trust conditions.
- 3.03 If the City agrees to accept late payment of the Purchase Price, the Purchaser shall pay interest at 21.6% per annum to the City calculated daily from and including the Closing Date to but excluding the day that the Purchase Price is paid in full.
- 3.04 Upon being granted possession of the Property, the Purchaser shall assume all risks and liabilities with respect to the Property.
- 3.05 The City shall provide a registrable Transfer of Land to the Purchaser when the Balance of the Purchase Price and any applicable GST has been paid in full on reasonable trust conditions which will allow the transaction to close in accordance with the terms of this Agreement, including the requirement to register the City's caveat or caveats respecting the Option Agreement (if applicable).
- 3.06 If the City fails to perform its obligations under this agreement, the Purchaser's deposits shall be releasable to the Purchaser without interest. If the Purchaser fails to perform its obligations under this agreement, the City shall be entitled to retain the Purchaser's deposits as being automatically forfeited to the City as liquidated

damages without prejudice to the City's ability to enforce any rights or remedies which the City may have under this Agreement in law or in equity.

ARTICLE 4 -CONDITION OF THE PROPERTY

- 4.01 The Property is sold "as is" without warranty or representation of any kind. Without limiting the foregoing, the City does not represent the suitability of the Property for development or use for any purpose. Although the City is not aware of any contamination of the Property, the City makes no warranty or representation that the condition of the Property is in compliance with applicable environmental legislation or regulations. The Purchaser expressly agrees that the City shall not be liable to the Purchaser for any damage the Purchaser may suffer or any costs the Purchaser may incur as a result of any environmental contamination of the Property existing at the Closing Date or discovered after the Closing Date, unless such contamination was caused by an act or omission of the City or the City's employees or agents occurring after the Closing Date. The Purchaser further agrees to indemnify the City against any claims, costs or damages against the City by any third party arising from any environmental contamination or alleged environmental contamination of the Property.
- 4.02 The Purchaser must adhere to the requirements outlined in applicable by-laws and regulations, including but not limited to the Zoning By-law and Building By-law and any overall final grading plan applicable to the area where the property is located.
- 4.03 The City and the Purchaser agree that the Purchase Price does not include the following:
- (a) The cost of electrical and cable services from the electrical mains to the Property or to any proposed buildings;
 - (b) The cost of sewer, water, back flow preventers for water service, or the electrical service, or any appurtenances thereto, from the Property line to any construction -on site; and
 - (c) Any cost associated with stripping, grading, drainage, landscaping, or site finishing from subgrade to final grade that the City may require the Purchaser to do or that the Purchaser may determine to be necessary to facilitate its development.

ARTICLE 5 -TERMS APPLICABLE ONLY TO A SUBSTANDARD LOT AGREEMENT:

- 5.01 If the Agreement Type is identified as "Substandard Lot" on page 1 of the Articles of Agreement, the provisions of this Article shall apply. For greater certainty, the provisions of ARTICLE 6 -, 0 and ARTICLE 8 - shall not apply
- 5.02 Within 12 months of the Closing Date, the Purchaser shall have a Plan of Survey prepared and filed at the Land Titles Office to consolidate the Property and the Purchaser's Lands to create a single parcel on a single title. The Purchaser shall be responsible for contracting any necessary survey services at the Purchaser's expense. The Purchaser shall register the new Plan of Survey at the Land Titles Office for the Northwest Territories at the Purchaser's expense.
- 5.03 The Purchaser agrees that the Property and the Purchaser's Lands will be developed and maintained as a single site and neither be sold or assigned individually to any other party unless and until the Purchaser has first registered the plan consolidating the lots as a single parcel. The Purchaser shall be responsible for contracting any necessary survey services.
- 5.04 The Purchaser acknowledges and agrees that the City will file a copy of this Agreement at the Land Titles Office for the Northwest Territories by way of a caveat against the titles to the Property and the Purchaser's Lands until the Property and the Purchaser's Lands have been consolidated both in title and by Plan of Survey as required pursuant to Section 5.01 above.
- 5.05 Upon the Purchaser's providing the City with satisfactory proof that the Purchaser's obligations in Section 5.01 have been fulfilled, the City shall, at the Purchaser's request, prepare a Withdrawal of Caveat for registration at the Land Titles Office at the Purchaser's expense.

ARTICLE 6 -TERMS APPLICABLE ONLY TO A GRACE LAKE AGREEMENT

- 6.1 If the Agreement Type is identified as "Grace Lake" on page 1 of the Articles of Agreement, the provisions of this Article shall apply. For greater certainty, the provisions of Articles 5, 7, 8 and 9 shall not apply
- 6.2 The Purchaser acknowledges that the Purchaser is required to "FireSmart" the Property by, including, but not limited to, trimming branches, removing deadfall, pruning and clearing underbrush.
- 6.3 The Purchaser covenants to obtain an an Approved Development Permit, if required, within the time specified in the Articles of Agreement.
- 6.4 The Purchaser covenants to complete construction of the Development within the time stipulated in the Articles of Agreement. If the Purchaser fails to satisfy this requirement, the City shall have the option to repurchase the Property in accordance

with the Option Agreement attached hereto as Schedule "B". Concurrently with this Agreement, the Purchaser shall execute and deliver the Option Agreement to the City. The City shall be entitled to register the Option Agreement against title to the Property by way of caveat.

ARTICLE 7 -TERMS APPLICABLE ONLY TO AN ENGLE BUSINESS PARK AGREEMENT

- 7.01 If the Agreement Type is identified as "Engle Business Park" or "Engle Business Park Flexible Payment" on page 1 of the Articles of Agreement, the provisions of this Article shall apply. For greater certainty, the provisions of Articles 5, 6, 8, and 9 shall not apply.
- 7.02 The Purchaser shall comply with the Engle Business District Phase 2 Area Development Plan By-law. The Purchaser also agrees to comply with the "Engle Business District Phase 2 Grading Plan", which is set forth as Schedule "E" attached hereto.
- 7.03 The City and the Purchaser agree that the Purchase Price for the Property includes the following:
- (a) Primary electrical power utilities (mains) adjacent to the Property;
 - (b) Portion of the fire suppression enhancements;
 - (c) The construction of a public road and storm drainage ditch adjacent to the Property where applicable. The Purchaser acknowledges that the decision whether and when to pave the road or to complete construction of any trail works shall be at the City's sole discretion.
- 7.04 The Purchaser acknowledges that the Engle Business District road network is being developed pursuant to Engle Business District Phase 2 Area Development By-law. The current design includes open ditches and is not intended to have curbs, gutters, or sidewalks.
- 7.05 In accordance with the Engle Business District Phase 2 Area Development Plan By-law, a mandatory 10 metre wide vegetative buffer shall remain along Deh Cho Boulevard and the sewage force-main utility corridor. Unauthorised encroachment on the vegetative buffer or failure to comply with the requirements in the Area Development Plan shall result in enforcement action, including, but not limited to, a financial penalty and/or restoration of the vegetative buffer at the Purchaser's expense.
- 7.06 The City and the Purchaser agree that the Purchase Price for the Property does not include the following:

- (a) The cost of trucked water and sewer services or electrical and cable services from the electrical mains to the Property or to any proposed buildings; and
 - (b) Any cost associated with stripping, grading, drainage, landscaping or site finishing from subgrade to final grade that the City may require the Purchaser to do or that the Purchaser may determine to be necessary to facilitate its development.
- 7.07 As part of the Building Permit Application, the Purchaser acknowledges and agreed to provide a building foundation constructed of concrete and, or steel pinned to bedrock in accordance with local practices and building codes. All foundations must be designed and stamped by a professional engineer in good standing in the Northwest Territories. At the sole discretion of the Manager of Lands and Building Services, the exceptions to this requirement (i.e. foundation drawings to be designed and stamped by a professional engineer in good standing in the Northwest Territories) only includes regular perimeter pinned to bedrock concrete foundations where the grade change is 8 feet (2.4 m) or less.
- 7.08 The City and the Purchaser agree that development of the Property access and installation of driveway culverts shall be the responsibility and at the sole cost of the Purchaser and shall form part of the Development Permit application submission by the Purchaser. Culverts and site access shall be installed in accordance with the City of Yellowknife standards and be approved by the Department of Public Works & Engineering prior to installation.
- 7.09 If the Purchaser buys more than one (1) adjacent lot:
 - (a) the City may require the lots to be consolidated under a single title as a condition of the Approved Development Permit;
 - (b) The Purchaser acknowledges that the City shall be entitled to register and maintain a caveat against the relevant titles until such time as the Plan of Survey (consolidating the individual lots under a single title) has been registered at the Land Titles Officer for the Northwest Territories.

ARTICLE 8 -TERMS APPLICABLE ONLY TO A NIVEN LAKE AGREEMENT

- 8.01 If the Agreement Type is identified as "Niven Lake" on page 1 of the Articles of Agreement, the provisions of this Article shall apply. For greater certainty, the provisions of Articles 5, 6, 7, and 9 shall not apply.
- 8.02 The Purchaser acknowledges that the Purchaser is required to "FireSmart" the Property by, including, but not limited to, trimming branches, removing deadfall, pruning and clearing underbrush.

- 8.03 The City and the Purchaser agree that the Purchase Price for the Property includes the following:
- (a) Sanitary sewer and water services adjacent to the Property;
 - (b) Primary electrical power utilities (mains) adjacent to the Property; and
 - (c) Development of parks, trails, buffers, and open space as outlined in the Niven Lake Area Development Scheme 2007 and any development permit issued in respect thereof
- 8.04 The City paved the Niven Lake area during the 2012 summer. Each undeveloped lot was provided with one buried water and sewer service connection and one power service connection, to the property line only.
- 8.05 The subdivision of a duplex development resulting in fee simple title to each unit requires that the Purchaser provide separate services, including water, sewer, and power, to the City's standards at the Purchaser's expense. The Purchaser must comply with the following:
- (a) The Purchaser shall be responsible for the cost and arrangement of digging up the road, installation of the underground water, sewer, and power lines, coordination with the City of Yellowknife's Department of Public Works & Engineering and the utility companies, as well as restoration of hard surfacing, including asphalt paving and concrete.
 - (b) The Purchaser and/or successive property owner will maintain a one-year warranty period on all hard surfacing and shall be responsible for all costs associated with repairs, padding, and work required to address settlement of the services cuts.
 - (c) The Purchaser shall enter into a Development Agreement with the City for the installation of separate services prior to the issuance of a Development Permit for the primary residence.
 - (d) The Development Agreement will be registered at the Land Titles Office of the Northwest Territories by way of caveat.
 - (e) After installation of the second service connection to the satisfaction of the Director of Public Works & Engineering (or designate) and upon completion of the one year warranty period, the Purchaser or successive property owner may request that the City issue a Withdrawal of Caveat to be registered by the Purchaser or successive property owner, at their expense.

- 8.06 If the duplex development is not to be subdivided with fee simple title to each unit, shared water, sewer and power services may be permitted, provided that the Purchaser comply with the following:
- (a) Installation of shared water and sewer services must comply with the National Plumbing Code and any other applicable regulations.
 - (b) The Purchase must coordinate with the utility companies for installation of shared power services and the installation shall meet the utility companies' requirements.
 - (c) The Purchaser hereby agrees and covenants with the City to maintain the Property as a single lot; no further subdivision will be permitted unless separate water, sewer, and power services are provided as defined in Section 8.05. The Purchaser further agrees that the City shall be entitled to register a caveat against title to the Property, regarding this restriction on subdivision of the Property, at the Land Titles Office of the Northwest Territories,
- 8.07 The purchaser will be responsible for all freeze protection as per City of Yellowknife Water and Sewer By-law, as amended.
- 8.08 Within twenty-four (24) months from Possession Date or upon approval of a Principal Building and/or Mechanical Permit, whichever occurs first, the Purchaser must provide a permanent electrical service, approved by Government of the Northwest Territories, Public Works & Engineering. Electrical/Mechanical Safety Division to maintain power to the circulation pump required to maintain freeze protection.
- 8.09 The City's temporary circulating system and electrical connections must be terminated and service pipes extended into the property pursuant to municipal standards, with appropriate circulating pump and water meter installation.
- 8.10 In addition to an approved electrical service, the Purchaser must complete a connect permit for the provision of water and sewer services from the City of Yellowknife, again pursuant to City of Yellowknife, Water and Sewer Services By-law , as amended or replaced from time to time. This requirement shall be a condition of a Development Permit.

ARTICLE 9 -STANDARD AGREEMENT

- 9.01 If the Agreement Type is identified as "Standard Agreement" on page 1 of the Articles of Agreement, the provisions of this Article shall apply. For greater certainty, the provisions of Articles 5, 6, 7, and 8 shall not apply.

ARTICLE 10 -DEVELOPMENT OBLIGATIONS

- 10.01 This article shall not apply to a "Substandard Lot" Agreement Type, but shall apply to all other agreement types unless otherwise expressly stated in the Articles of Agreement.
- 10.02 The Purchaser acknowledges that the City has only agreed to sell the Property because of the Purchaser's expressed intention to construct an improvement on the Property that is a Permitted Use or Discretionary Use under the Zoning Bylaw ("the Development"). Without the Purchaser's commitment to develop the Property, the City would not sell the Property to the Purchaser. It is therefore a condition of this Agreement and a fundamental obligation of the Purchaser to ensure that the Development is built:
- (a) within the time stated;
 - (b) in compliance with the conditions of this Agreement; and
 - (c) in compliance with the development standards, policies, and by-laws of the City.

The covenant of the Purchaser to so develop is a fundamental term of this agreement running with the Property in favour of the City and shall not merge on transfer of title.

- 10.03 The Purchaser covenants to obtain an Approved Development Permit for:
- (a) a residential building, if the Agreement Type is "Grace Lake," "Niven Lake" or "Standard Agreement";
 - (b) a *Permitted Use or Discretionary Use* applicable to the zone in which the Property is located for any other Agreement Type; or
 - (c) such other use as may be expressly stated in the Articles of Agreement,
- ("the Development") on or before the deadline stipulated in the Articles of Agreement.
- 10.04 The Purchaser covenants to the complete Development of the Property not later than the deadline stated in the Articles of Agreement. The Purchaser further acknowledges, covenants, and agrees that if the Purchaser fails to satisfy this requirement, the City shall have the option to repurchase the Property in accordance with the Option Agreement attached hereto as Schedule "B". Concurrently with this Agreement, the Purchaser shall execute and deliver the Option Agreement to the City and the City shall be entitled to register the Option Agreement against title to the Property by way of caveat.
- 10.05 On closing, the Purchaser will deliver to the City a Transfer of Land into the name of the City to be held in trust for use in accordance with the terms of this Agreement.

- 10.06 The City shall be entitled to register and maintain a caveat or caveats against title to the Property, to protect the City's interest therein and covenants contained in this Agreement to be performed by the Purchaser, until completion of the Development and payment of all monies required to be paid hereunder.
- 10.07 Upon completion of the Development and upon the Purchaser's complying with the terms and conditions of this Agreement, the City shall issue a Withdrawal of Caveat to be registered by the Purchaser, at the Purchaser's expense, and shall return to the Purchaser the unregistered Transfer of Land referred to 10.01.
- 10.08 For the purposes of this agreement, the Development of the Property shall be complete when:
- (a) if the Development includes a building or structure, the principal building or structure shall be substantially complete, subject only to minor deficiencies or seasonal work,
 - (b) the principal use has been established,
 - (c) site grading has been completed in accordance with any applicable grading plan; and
 - (d) an Occupancy Permit for the principal building (if any) has been approved,
- all to the satisfaction of the City's Director of the Department of Planning and Development, acting reasonably. If the Approved Development Permit for a permitted or discretionary use does not include a principal building or structure, then development of the Property shall be deemed complete when the entire lot has been developed in accordance with the Approved Development Permit including the elevations set forth in the Engle Business District Phase 2 Grading Plan, to the satisfaction of the City's Director of the Department of Planning and Development.
- 10.09 If a dispute arises whether the City is entitled to exercise the option to repurchase the Property granted by this Agreement, the Council for the City may appoint a single Arbitrator to whom all questions of fact shall be referred for determination. The decisions of the Arbitrator shall be final and binding. Except as provided herein, the provisions of the *Arbitration Act* of the Northwest Territories shall apply.
- 10.10 The Purchaser covenants and agrees that it shall not sell, transfer, or lease the Property to any third party first having completed the Development in accordance with this Agreement. The Purchaser acknowledges that the City shall have the option to repurchase the Property in accordance with the Option Agreement attached hereto as Schedule "C" if the Purchaser sells, transfers or leases or purports to sell, transfer or lease, the Property prior to completion of the Development as required.
- 10.11 Notwithstanding anything contained in this agreement, if the Purchaser is not able to obtain an Approved Development Permit for its intended development, this

agreement shall be terminated and all deposit monies paid by the Purchaser to the City shall be forfeited absolutely to the City as liquidated damages and not as a penalty.

- 10.12 The Purchaser acknowledges that it is his responsibility to determine which building permits, development permits, by-laws, regulations, building and safety codes, and restrictions affecting the Property and the Development are relevant and applicable for the purposes of his purchase and development and it is the Purchaser's responsibility to read, gain understanding of, and act in full accordance with the same.
- 10.13 Nothing in this Agreement waives or nullifies the Purchaser's obligations to comply with provisions of all applicable federal, territorial and municipal laws, including, but not limited to, the Zoning Bylaw, Area Development Plan, Building By-law, Water and Sewer Services By-law and the overall final grading plan of the area.

ARTICLE 11 -DEFAULT OF DEVELOPMENT OBLIGATIONS

- 11.01 This Article shall not apply to a "Substandard Lot" Agreement, but shall apply to all other agreement types unless expressly stated as not applicable in the Articles of Agreement.
- 11.02 If the Purchaser fails to obtain an Approved Development Permit and complete the Development within the times stipulated in the Articles of Agreement, the City may declare the Purchaser to be in default of its fundamental obligations under this Agreement. In that event, the City will have the right to:
- (a) take immediate possession of the Property;
 - (b) register the Transfer of Land in the name of the City;
 - (c) refund to the Purchaser all amounts paid by it, less:
 - (i) all Non-Refundable Deposits;
 - (ii) any expenses incurred by the City in clearing and restoring the Property to its original condition, including all costs necessary to remove any foundations or debris or other material;
 - (iii) any sum required to obtain a discharge of mortgage, lien, or security interest registered against title;
 - (iv) the cost of registering the Transfer of Land;
 - (v) any legal fees or expenses paid by the City to its solicitors to enforce its rights under this agreement;

- (vi) any taxes owed but not paid as of the date that the City exercises its rights under this section 11.01; and
 - (vii) recover from the Purchaser any expenses or amounts paid by the City under provisions of this paragraph which are in excess of the amounts previously received from the Purchaser by the City.
- 11.03 If the City exercises its remedies under this paragraph, then all improvements erected on the Property shall become the property of the City and the City shall not have any obligations to compensate the Purchaser for them.
- 11.04 The remedies available in this paragraph shall be in addition to any other remedies which the City may have available at law or in equity.
- 11.05 If the Purchaser fails to complete the Development as required, then, in addition to any of the remedies available to the City at law or under this Agreement, the City may:
- (a) declare the Purchaser to be in default of its fundamental obligations; and
 - (b) require that the Purchaser pay as damages to the City on demand, in each calendar year after the date for completion of the Development, an amount equal to the difference between the municipal taxes actually levied against the Property and any improvements thereon, and an amount equal to the taxes that would have been payable if the Development had been completed as contemplated hereunder.

ARTICLE 12 -GENERAL PROVISION APPLICABLE TO ALL AGREEMENT TYPES

- 12.01 Any notices to be given pursuant to this Agreement shall be in writing and shall be given and deemed to have been received as provided herein at the following addresses:

- (a) to the City at: _____ City of Yellowknife
P.O. Box 580
4807-52nd Street
Yellowknife, NT X1A 2N4

Attention: Planning Administrator

- (b) to the Purchaser at: _____ address shown on the first page of the agreement.

or such other address as either party may designate from time to time by written notice to the other. Any notice shall be delivered to and left at the address for notice of the party to whom it is to be given during normal business hours on a business day and shall have been deemed to be received on the date of delivery.

- 12.02 The City represents and warrants that it is not a non-resident within the meaning of the *Income Tax Act* of Canada, nor is it an agent or a trust for anyone with an interest in the Property who is a non-resident.
- 12.03 The terms of this Agreement shall not merge upon the transfer of the Property from the City to the Purchaser and shall be enforceable against the Purchaser, his heirs, executors, administrators, and successors in title.
- 12.04 The Purchaser shall not be entitled to assign this Agreement, either in whole or in part, without the prior written consent of the City.
- 12.05 Nothing in this Agreement prohibits the City from using any remedy provided by law in respect of any breach of the Agreement or any right, interest or claim of the City hereunder.
- 12.06 The waiver of any term of this Agreement in any instance shall not be deemed to be a general waiver of any other term of this Agreement.
- 12.07 The City warrants:
- (a) that the Purchaser may enter upon the Property prior to the Possession Date to perform geotechnical testing only, subject to any Municipal Regulations or Policies that may apply and any operational requirements of the City; and
 - (b) that the City will manage the Property as a prudent owner from the date of this agreement to the Possession Date.
- 12.08 Time is of the essence with respect to the completion and fulfilment of all the terms, covenants, and conditions of this agreement.
- 12.09 In addition to anything else contained in this agreement, the Purchaser agrees that a copy of this agreement may be registered against the title of the Property by way of caveat until the required development of the Property has been completed, at which time the City will prepare a withdrawal of caveat document to be registered by the Purchaser at the Purchaser's own expense. Further, the City agrees to provide a postponement of the caveat registration in favour of any *bona fide* mortgage lender for the purchase of the Property or development of the Property.
- 12.10 This Agreement is the entire agreement between the parties. The parties acknowledge that there are no other representations, conditions, or warranties with respect to this Agreement other than those which are contained herein. It is subject to change only by an instrument executed in writing by both parties.
- 12.11 The following schedules shall form part of this Agreement:
- (a) The Real Property Purchase Articles of Agreement document;

- (b) Schedule "A" – these Standard Terms;
- (c) Schedule "B" – GST Undertaking; and
- (d) Schedule "C" – the Option Agreement (not applicable to a Substandard Lot Agreement); and
- (e) Schedule "D" - Transfer of Land in the name of the City (not applicable to a Substandard Lot Agreement).
- (f) Schedule "E" – Engle Business District Phase 2 Grading Plan (applicable only if this is an Engle Business Park Agreement).

Schedule "B" may be omitted if the Purchaser is not a GST Registrant. Schedules "C", "D", and "E" shall not apply to a Substandard Lot purchase. Schedule "E" shall only apply to an Engle Business Park Agreement.

- 12.12 Wherever the singular, masculine, or neuter is used throughout this Agreement the same shall be construed as meaning the plural, feminine, neuter, body politic or body corporate where the fact or context so requires and the provisions hereof and all covenants herein shall be construed to be joint and several when applicable to more than one party.
- 12.13 The Purchaser has read and understands this Agreement and all applicable Schedules attached hereto.
- 12.14 This Agreement may be signed in any number of counterparts, each of which is an original, and all of which taken together constitute one single document and may be signed and communicated by electronically.

SCHEDULE "B" - GST UNDERTAKING

To: The Municipal Corporation of the City of Yellowknife
(the "City")

Re: Purchase of Lot ____, Block ____, Plan ____ Yellowknife
(the "Property")

Municipal Address: _____

The undersigned Purchaser of the above-noted property acknowledges that the Purchase Price does not include Goods and Services Tax ("GST") and that the City has not collected the GST with respect to the sale of the Property.

The Undersigned confirms that it is registered under Part IX (Goods and Services Tax), Division V, Subdivision "D" of the *Excise Tax Act* (Canada) and its registration number is _____ and hereby covenants and agrees that it will be responsible for any GST that may be imposed on the sale of the Property, and that it will, as required by law:

- 1) Register and/or file any documentation required pursuant to any GST legislation;
- 2) If any GST is or becomes payable respecting the sale of the said Property, the undersigned Purchaser shall pay the same to the Government of Canada and it shall indemnify and save harmless the City of and from any liability for or payment of applicable GST.

These undertakings shall survive the close and completion of the sale.

Dated at the City of Yellowknife in the Northwest Territories this ____ day of _____, 202____.

Per: _____

Per: _____

(c/s)

SCHEDULE "C" – THE OPTION AGREEMENT

This Agreement made in duplicate the ____ day of _____, **202**__.

OPTION TO PURCHASE

BETWEEN:

(the "Grantor")

and

THE MUNICIPAL CORPORATION OF THE CITY OF YELLOWKNIFE

(the "Grantee")

WHEREAS:

- A. Pursuant to a Purchase Agreement dated ____ day of _____, **202**__ between the Grantor and the Grantee (the "Purchase Agreement"), the Grantor purchased from the Grantee all those lands and premises legally described as follows:

Lot
Block
Plan
Yellowknife

(the "Lands");

- B. The Grantee agreed to sell the Lands to the Grantor on the express obligation and condition that the Grantor commence, diligently and continuously pursue, and complete development which is more particularly described within the Purchase Agreement and the Development Permit, if required, issued in favour of the Grantor respecting the Lands (the "Development Permit"), all which must have been substantially completed to the point of issuance of final inspection report by the City of Yellowknife and said report not being subject to any conditions that, when left unremedied, may be deemed to be injurious to health and safety, as determined by the Director of the Department of Planning and Development for the City of Yellowknife and in accordance with the terms, covenants and conditions set forth within the Purchase Agreement, the Development Permit, if required, and, if applicable, a Development Agreement, as well as in accordance with all applicable building permits, development permits, by-laws, regulations, building and safety codes, and restrictions affecting the Lands and the above-noted improvements (the "Development").

C. The Grantor has agreed to grant the Grantee the option to re-purchase the Lands upon the terms and conditions contained herein.

NOW THEREFORE, in consideration of the Grantee to sell the Lands to the Grantor, and in payment of the sum of TEN DOLLARS (\$10.00) to the Grantor by the Grantee, the receipt and sufficiency of which is hereby wholly acknowledged, it is hereby agreed that:

- 1) The Grantor hereby grants the Grantee the irrevocable option to purchase the Lands at and for the sum of the original Purchase Price, minus the 15% non-refundable deposit and less the outstanding balance owing under any mortgage or other financial charge registered against the Property, subject to the following permitted encumbrances and any other matters identified herein:
 - (a) Mortgage/Financing Documents;
 - (b) Municipal Access Agreement
 - (c) Utility Right of Way/Caveat re: Electrical (if applicable);
 - (d) Caveat re: Option to Purchase;
 - (e) Municipal Drainage Easement (if applicable)
- 2) This Option to Purchase may be exercised by the Grantee at any time before the second anniversary of the Closing Date or within 60 days following that date if:
 - i) the Grantor fails to obtain an Approved Development Permit, if required, on or before _____ (12 months from the Possession Date);
 - ii) the Grantor fails to complete construction of the Development on or before _____ (24 months from the Possession Date); or
 - iii) the Grantor sells, leases, or otherwise transfers or purports to sell, lease, or transfer any interest in the Lands or any portion thereof prior to completion of the Development in accordance with the terms of the Purchase Agreement.

In such case, the Grantee shall be entitled to repurchase the Lands pursuant to the exercise of the option granted within this Option to Purchase.

- 3) The City shall exercise the option referred to above by sending a notice in writing by registered mail to the registered owner of the Property, at the address shown on the title at the Land Titles Office, stating the grounds on which the option is being exercised and such notice shall be deemed to have been received by the recipient on the third day following the sending of such notice by single registered mail.
- 4) Ten (10) days after notice of the City's intention to repurchase the Property has been mailed, the City will submit to the Land Titles Office the registrable land transfer documents held in escrow. Upon registration of the land transfer, the City will pay

the option price less the amount required to discharge any encumbrances against the Property within seven (7) days of the receipt of the Certificate of Title for the Property.

- 5) The Grantee shall be entitled to register a caveat against the title to the Lands pursuant to this Option to Purchase. In this regard, the Grantor covenants not to take any steps whatsoever to discharge this registration including, without restriction, the service of any notice to take proceedings on such caveat. The caveat registered pursuant to this Option to Purchase will not be discharged unless the City is satisfied that all requirements pursuant to the Development have been met. The City retains the sole right in its discretion to discharge the caveat.
- 6) The Grantor shall indemnify and hold the Grantee harmless from and against any and all losses, liabilities, damages, costs and expenses of any kind whatsoever, including but not restricted to all legal costs on a solicitor and his own client full indemnity basis, which may be paid by, incurred by, or asserted against the Grantee as a direct or indirect result of any act or omission of the Grantor which constitutes a breach of any term, covenant or condition under this Option to Purchase and the Purchase Agreement.
- 7) This Agreement may not be assigned by the Grantor, either in whole or in part, without the prior written consent of the Grantee.
- 8) This Agreement shall enure to the benefit of and be binding on all parties hereto and their respective successors and permitted assigns. Specifically, and without limiting the generality of the foregoing, this option shall bind on the Grantor and all future owners of the Lands.

[Remainder of Page Intentionally Left Blank. Execution Page follows.]

IN WITNESS whereof this Option Agreement has been duly executed by the parties on the day and year first above written.

**THE MUNICIPAL CORPORATION OF
THE CITY OF YELLOWKNIFE**

Per: _____ (Seal)
PLANNING ADMINISTRATOR

WITNESS

GRANTOR

SIGNATURE

SIGNATURE

NAME

NAME

**LAND TITLES ACT
TRANSFER OF LAND**

I(We), _____ being the registered owner(s) or being entitled to be the registered owner of an estate in fee simple subject to the encumbrances and interests listed below or which apply under the *Land Titles Act*, in land described as follows:

LOT _____
BLOCK _____
PLAN _____
YELLOWKNIFE

does hereby in consideration of the sum of **ONE DOLLAR (\$1.00)** paid to it by The Municipal Corporation of the City of Yellowknife, the receipt of which sum it does hereby acknowledge, transfer to The Municipal Corporation of the City of Yellowknife, in the Northwest Territories, all my estate and interest in the said land.

Dated this ____ day of _____, 2023.

Signed in the presence of:

(Witness)

(Registered Owner)

Postal address of Transferee:

P.O. Box 580
Yellowknife, NT X1A 2N4

Subject to the reservations and exceptions contained in the original grant from the Crown and:

- See attached Schedule

AFFIDAVIT OF EXECUTION

I, _____, of the City of Yellowknife, in the Northwest Territories,
MAKE OATH AND SAY:

1. I was present and saw _____, the person named in the
within instrument who is personally known to me to be the person named therein,
duly sign and execute the same for the purposes named therein.
2. That the said instrument was executed at the City of Yellowknife in the Northwest
Territories and that I am the subscribing witness thereto.
3. That I know the said _____ who is in my belief of the full
age of nineteen years.

SWORN before me at the City of Yellowknife)

in the Northwest Territories this ____ day)

of, _____ 20___.)

_____)

_____)

_____)

_____)

A Notary Public in and for the Northwest)

Territories.)

Appointment Expires on: _____)

(Signature)

AFFIDAVIT OF VALUE

I, _____, of the City of Yellowknife, Northwest Territories, MAKE OATH
AND SAY THAT:

1. I am one of the transferees named in the annexed instrument.
2. The within described parcel of land together with all buildings and other improvements thereon, is in my opinion of the value of _____ **DOLLARS (\$_____.****00)** and no more.

SWORN before me at the City of Yellowknife)
in the Northwest Territories this ____ day)
of, _____ 20____. _____)
_____) Transferee
_____)
_____)
_____)
A Notary Public in and for the Northwest)
Territories.)
Appointment Expires on: _____)

2025 BALLOT DRAW APPLICATION



CITY OF
YELLOWKNIFE

1. Applicant Information

Full Name (Individual / Company)*:

Business License No. (if company):

Mailing Address*:

Telephone/Email*:

2. Agent Information (if applicable)

Agent Full Name:

Agent Mailing Address:

Agent Telephone / Email:

3. Property of Interest

Subdivision*: ☐ Gitzel ☐ Grace Lake South ☐ Niven Lake

Lot ____ Block ____ Plan ____

There is no assurance that an applicant will receive the lot they have chosen on this application form. Applicants will have the opportunity to select their lots once their names are announced during the Ballot Draw day.

4. Deposit Details

Submit completed application with deposit to: Heather Murray, Planning Coordinator
In-person: Customer Service, City Hall | Email: landforsale@yellowknife.ca | Phone: (867) 920-5627.

A \$1,000 deposit in secure funds is required when submitting the application. Personal cheques are not accepted.

Deposit Amount: \$1,000 (mandatory)

Form of Payment*: ☐ Certified Cheque ☐ Bank Draft ☐ Cash

Payment Reference/No.: _____ Received By: _____

SUBMIT BY EMAIL

OR IN PERSON

BY OCTOBER 20, 2025

Complete this form and submit with a \$1,000 deposit. The \$1,000 Deposit is non-refundable upon selection of a lot.

Questions?

landforsale@yellowknife.ca

(867) 920-5627

Required Documents

- Valid government-issued ID (copy)
- Proof of address
- \$1,000 deposit (secure funds)
- Company: Business License & Corporate Registry

Declaration & Consent

- I/We certify that the information provided is true and complete.
- I/We have read and agree to the Ballot Draw Procedures conditions.
- I/We authorize the City to collect and use this information for the purposes of this Ballot Draw and property disposition.
- I/We understand that failure to honor the purchase terms may result in forfeiture of the deposit.

For City Use Only

Ballot Number: _____

Date Received: _____

Staff Initials: _____

Payment Method: _____

Lot Selected: _____

Signature: _____

Applicant Signature: _____ Date: _____

Agent Signature (if applicable): _____ Date: _____