

**TOWN OF NORMAN WELLS**

**BY-LAW NO. 14-07**

**BEING A BY-LAW OF THE MUNICIPAL CORPORATION OF THE TOWN OF NORMAN WELLS IN THE NORTHWEST TERRITORIES TO PROVIDE REGULATIONS FOR THE ADMINISTRATION OF LAND IN THE TOWN OF NORMAN WELLS TO REPEAL AND REPLACE TOWN OF NORMAN WELLS LAND ADMINISTRATION BY-LAW NO. 95-11, PURSUANT TO CITIES, TOWNS & VILLAGES ACT, S.N.W.T. 2003, C.22, SECTION 70 AND SECTIONS 53, 54, AND 55.**

Whereas the Town of Norman Wells deems it to be desirable to establish a uniform process for the administration of lands held by the Town,

And Whereas the Cities, Towns & Villages Act requires the Town to adopt a Land Administration By-Law to provide for policy and procedures relating to the acquisition, holding and disposal of real property,

Now Therefore, the Council of the Municipal Corporation of the Town of Norman Wells, in regular session, duly assembled, hereby enacts as follows:

**1 TITLE**

This By-Law shall be cited as the “Land Administration By-Law”.

**2 DEFINITIONS**

For the purposes of this By-law:

“Acquisition of Land” means the purchase, lease or other means of acquiring land.

“Council” means the Council of the Municipal Corporation of the Town of Norman Wells.

“Developed Land” means land in which the necessary municipal infrastructure has been placed to allow improvements to be built or installed thereon.

“Development Costs” means the Town’s direct and indirect costs of developing a lot or another specific area of land for disposal to the public which may include:

- (i) initial cost of land acquisition
- (ii) fees for appraisal, legal services, surveying, planning, engineering designs and project management
- (iii) land excavation and filling.
- (iv) roads, lanes, parking areas, curbs, sidewalks, walkways, boulevards and all necessary appurtenances.
- (v) water, sanitary and storm sewer systems, including service connections and all necessary appurtenances
- (vi) electrical distribution systems, including all necessary appurtenances
- (vii) open spaces, parks and recreational improvements, and
- (viii) financing charges, including interest for any loans incurred in developing the land.

and which may be increased or reduced by up to 25% for site-specific factors. The amounts of capital grants or contributions from the Government of the Northwest Territories for the development of the land shall be deducted from the Town’s cost in determining Development Costs.

“Disposal of Land” means the sale, lease or other means of disposing of land.

“Encroachment” means any portion of a building, structure, or land use that is placed, erected, built, or carried out on, under or over Town-owned property by a property owner.

<b>"Encroachment Agreement"</b>	means an agreement granting an adjoining property owner a license to occupy a portion of Town-owned land to authorize an encroachment or to permit an existing encroachment to continue.
<b>"Land"</b>	means real property or an interest therein, other than an easement or restrictive covenant.
<b>"Lot"</b>	means a specific area of land, the boundaries of which are: <ul style="list-style-type: none"> <li>(i) shown a plan registered in Land Titles Office, or</li> <li>(ii) described in the Certificate of Title to the land.</li> </ul>
<b>"Market Value"</b>	means the value of land based on the amount that a willing buyer would pay to a willing seller. This value shall be determined by a professionally qualified land appraiser or by public tender (where the advertised and minimum price is not less than the replacement cost).
<b>"Minister"</b>	means the Minister of Municipal and Community Affairs.
<b>"Municipal Infrastructure"</b>	means those facilities or amenities normally put in place on developed or undeveloped lands to allow improvements to be built or installed and which may include, all or one of the following: <ul style="list-style-type: none"> <li>(i) roads, lanes, parking areas, curbs, sidewalks, walkways, boulevards and all necessary appurtenances.</li> <li>(ii) water, sanitary and storm sewer systems, including service connections and all necessary appurtenances</li> <li>(iii) electrical distribution systems, including all necessary appurtenances</li> <li>(iv) open spaces, parks and recreational improvements, and</li> <li>(v) land required for, or in connection with any of the facilities described in this section or any other facilities deemed to be required by Council.</li> </ul>
<b>"Off-site Levy"</b>	means a surcharge levied by the Town pursuant to Section 8 of this by-law against the purchaser of land from the Town or against a tenant leasing land from the Town.
<b>"Quarry"</b>	means any work or undertaking in which granular materials are removed from the land by any method, and includes all ways, works, machinery, plant, buildings and premises belonging to or used in connection with the quarry.
<b>"Senior Administrative Officer"</b>	means the Senior Administrative Officer of the Town of Norman Wells or such other person as may be designed to exercise the powers and perform the duties of the Senior Administrative Officer pursuant to the by-law.
<b>"Site-specific Factors"</b>	means factors which may be used, where applicable, in addition to or subtracting (to a maximum of 25%) from the cost of developed land and which may consist of: <ul style="list-style-type: none"> <li>(i) the size of the parcel,</li> <li>(ii) the site conditions,</li> <li>(iii) the desirability of location,</li> <li>(iv) the existing adjacent land uses, and</li> <li>(v) the land's zoning.</li> </ul>
<b>"Town"</b>	means the Municipal Corporation of the Town of Norman Wells.
<b>"Undeveloped Land"</b>	means land which does not have the municipal infrastructure necessary to use the land for its intended purpose.

### 3 APPLICATION

- a) Except as expressly provided herein or otherwise authorized by the herein, this by-law shall apply to all acquisitions, sales, leases or other dispositions of land by the Town.
- b) This By-Law shall not apply to assignments of existing leases of Town lands.
- c) Neither the Town nor any authorized representative of the Town shall make or enter into any offer, agreement, or other arrangement for the purchase, sale, lease or other disposition of land except in accordance with this by-law.

### 4 ACQUISITION OF LAND

- a) Acquisition of real property shall be by by-law in accordance with this by-law and the *Cities Towns and Villages Act*.
- b) The Town may acquire head leases or fee simple title or leasehold interest in any real property which is required for municipal purposes.
- c) A by-law for the acquisition of land shall include the legal description of the land to be acquired or in the case of a lease of un-surveyed lands, a description of the parcel and sketch sufficient to identify the property to be leased.
- d) The Municipality may acquire real property by expropriation pursuant to the provision of the *Expropriation Act* and *Community Planning and Development Act*, and through the tax recovery process in accordance with the *Property Assessment and Taxation Act*.

### 5 DISPOSAL OF LAND

- a) The disposal of real property shall be by by-law in accordance with this By-law and the *Cities, Towns and Villages Act*.
- b) Town will dispose of land where it is not required for municipal purposes, and where the intended use is in accordance with the Town of Norman Wells Community Plan and Zoning By-law
- c) Properties for sale on residential or mobile home zoned land, as established by the Town's Zoning By-Law may be disposed of by sale in fee simple title or through an equity lease. Properties in all other zones as established by the Zoning By-Law shall only be sold in fee simple title, with the exception of the 'Explosives' zone, where disposal may be by lease agreement.
- c) Prior to disposal of any Town land, an inspection of the lands must be conducted to determine:
  - (i) whether the lands are occupied,
  - (ii) if there are any improvements on the land which do not belong to the Town,
  - (iii) if there are any easements affecting the land, and
  - (iv) whether any other circumstances exist which may prevent or delay the proposed disposal of the land.

### 6 ESTABLISHING THE PRICE OF LAND – FEE SIMPLE TITLE

- a) The price of previously developed land to be disposed of by the Town shall be:
  - i) the greater of the fair market value (including improvements) or the replacement cost of the land and improvements, or
  - ii) the assessed value of land (including improvements) plus a percentage factor, determined by Council, which would be designated to approximate (a) above.
- b) The determination of the price of newly developed land for fee simple disposition by the Town shall be calculated by the appraised value, development costs, off-site levies, and site-specific factors.

## **7 ESTABLISHING THE PRICE OF LAND – LEASE RATES**

- a) The annual lease rate for land disposed of by the Town shall be no less than \$250.00, and shall not exceed 10% of the price of the lot unless otherwise authorized by the Minister.
- b) An equity lease will require a ten (10) percent deposit of the sale price of the land. The remaining balance shall be paid in equal monthly amounts over ten (10) years at an interest rate to be established by Council at the time of the execution of the agreement.

## **8 DEVELOPMENT AND OFF-SITE LEVIES**

- a) All development costs and off-site levies shall be recovered and are determined by the Town. All costs and levies shall be based on current year costs.
- b) Off-site levies shall be collected and the amount of each levy shall be calculated in accordance with off-site improvements required to service the development. Where such services are shared amongst existing or future planned developments, the off-site levy shall be prorated amongst the developments.
- c) In determining the amount to be raised by off-site levies for municipal infrastructure, the Town shall deduct the amount of any capital grants received from the Territorial or Federal governments for the completion of any portion of the municipal infrastructure for which the off-site levy is being made.
- d) The Town may designate by by-law areas of the Town in which off-site levies shall be levied.
- e) Off-site levies may apply to, but are not limited to:
  - i) new or expanded facilities for the storage, transmission, treatment, or supply of water,
  - ii) new or expanded facilities for the transmission, treatment or disposal of sewage,
  - iii) new or expanded storm sewer drainage facilities,
  - iv) new or expanded roadways and sidewalks, and
  - v) land required for, or in connection with, any of the facilities described in this section.
- f) Off-site levies shall be paid in full before a development permit is issued for any improvement on a parcel of land that is subject to off-site levies.
- g) All off-site levy revenues shall be deposited in a separate account to be used for the purpose for which the levy was made.

## **9 TERMS AND CONDITIONS OF LAND DISPOSAL**

- a) In disposing of newly acquired or newly developed land, the Town will choose one of the following methods:
  - (i)
    - a) First come first serve
    - b) Ballot draw
    - c) Proposal
    - d) Tender to auction
  - (ii) If there are no offers, or no acceptable offers as a result of a ballot draw, call for development proposal or public advertisement, the City may dispose of land to a specific intended purchaser in accordance with the terms of this By-law.
- b) The provision of Section 9 (a) shall not apply to the disposal of land:
  - (i) to the Federal Government or the Territorial Government.
  - (ii) to be used for the installation of electric power, telephone or other communication utilities, if the utility company is a Crown Corporation or a government regulated monopoly.
  - (iii) to be consolidated with adjoining land, when the land being disposed of does not comply with the minimum lot size requirements of the Town's Zoning By-Law.

- (iv) to a person or persons with a leasehold interest who wish to purchase the freehold interest in the same land, or
  - (v) to an assignment of an existing lease.
- c) All offers to the Town and all agreements or other arrangements with the Town for the purchase of Town land shall be in writing and in a format which is acceptable to the Town. Any application for the purchase of Town land shall indicate the applicant's proposed use of the land, and, in the case of vacant land, the improvements to be constructed or placed by the applicant on the land.
- d) A by-law for the disposal of land by the Town to a specific intended purchaser or lessee shall include:
- (i) the legal description of the land to be acquired or in the case of a lease of un-surveyed lands, a description of the parcel and sketch sufficient to identify the property to be leased, and
  - (ii) the form of agreement (i.e. fee simple title, equity lease, etc.)
- e) A by-law for the disposal of land by the Town without a specific intended purchaser or lessee shall include:
- (i) a legal description of the land
  - (ii) the terms and conditions, if any, upon which the land shall be sold, leased or otherwise disposed of (i.e. ballot draw, public tender, call for development proposal, or on a first come first serve basis).
  - (iii) specification regarding the form of agreement to be used, if applicable, and
  - (iv) the minimum acceptable purchase price or lease payment.
- f) Council may amend any of the terms of an agreement for sale, lease or other disposition of land by resolution except the legal description of the land affected, which may be amended only by by-law. The Town may review and amend rental fees for any particular lease at five year intervals. Notification of any such amendment shall be provided to the lessee in writing a minimum of three months prior to the termination of any five year period of the lease agreement. Notification of any such amendment shall be provided to the lessee in writing a minimum of three months prior to the termination of any five year period of the lease agreement.
- g) A person who acquires land from the Town shall be required to commence development, add a specific amount of value to, or quarry the land within 6 months of purchase; otherwise the land may, by agreement, revert to the Town.
- h) If a private developer wishes to purchase undeveloped land from the Town and to build or install municipal infrastructure to develop the land, then, before approving the disposal to the private developer, the Town shall:
- (i) have first obtained a cost estimate establishing that the private developer will be able to develop and sell lots at a lower cost than the price the Town would be required to charge under this policy;
  - (ii) require the developer to provide a letter from a financial institution confirming that the developer has sufficient financial resources to complete the development of the subject land;
  - (iii) require the developer to enter into an agreement with the Town requiring the developer to dispose of vacant land by way of ballot draw, tender or proposal call, unless a building has been constructed or installed on the land and the building is sold with the land;
  - (iv) specify by agreement with the developer any requirements for the development of the land including any restrictions on the use of the lands.
  - v) require that the development of the municipal infrastructure be completed within a reasonable period of time to ensure an adequate supply of serviced land is maintained in the Town.
- i) Real property disposals will be subject to the terms and conditions of a purchase or lease agreement.

- j) All lease agreements must incorporate clauses relative to remediation of potential environmental damage, including the requirements for remediation at the lessee's expense.
- k) Purchasers of single residential lots from the Town shall have priority over those acquiring more than one lot, except when lots are required by:
  - i) The Federal Government or Territorial Government,
  - ii) The Northwest Territories Housing Corporation, or
  - iii) The Canada Mortgage and Housing Corporation.

**10 PUBLIC NOTICE OF THE DISPOSAL OF LAND**

- a) Before disposing of any newly developed land to the public, the Town shall provide public notice by advertising either:
  - (i) in two consecutive issues of the newspaper having circulation in the Town, and/or
  - (ii) by posting in six prominent places within the municipal boundaries (2 of the 6 may be replaced with internet postings) for a period of no less than two (2) weeks.
- b) Each land disposal advertisement shall include:
  - (i) a sketch, drawn to scale, identifying the size and location of the land,
  - (ii) the legal description, if any,
  - (iii) the minimum purchase price acceptable,
  - (iv) the process by which the disposal of the land shall occur,
  - (v) the location and time at which applicants for the land may participate in the process
  - (vi) the results of inspection by the Town as outlined in Section 5 (h) of this By-law.
- c) Land which has been advertised but not sold, leased or otherwise disposed of in response to such advertisement or notice may thereafter be disposed of on a first come first served basis without further advertisement or notice.
- d) The Town shall re-advertise advising of the availability of land before disposing of that land if:
  - (i) the land has been rezoned or subdivided since it was first advertised or posted as available for disposition,
  - (ii) an application was made for the acquisition of the land but was withdrawn by the applicant after acceptance by the Town, or
  - (iii) any lease or agreement for sale granted in response to the first advertisement is terminated before the construction of any improvements on the land.

**11 LAND SALE INVENTORY**

- a) A register of all land which has been approved for disposal by the Town shall be maintained. The information in the register shall include:
  - (i) a sketch, drawn to scale, identifying the size and location of the land,
  - (ii) the full legal description, if any,
  - (iii) the price of the land,
  - (iv) conditions of disposal, and
  - (v) a record of pending disposals.
- b) The register shall be open for inspection by the public at the Town Office during normal business hours.

**12 LAND DEVELOPMENT FUND**

- a) All revenues from the disposal of land shall be held in the Land Development Fund
- b) Council shall, by resolution, establish, in the form of a policy, clear procedures for the management and operation of the Land Development Fund.

- c) Fund shall not be used for anything other than Land Development.

### **13 ENCROACHMENT AGREEMENTS**

- a) The Town may enter into Encroachment Agreements in such form, and subject to such conditions, as may be necessary or appropriate.
- b) An Encroachment Agreement executed with Council approval must terminate:
  - (i) upon the permanent removal or destruction of the encroachment; or
  - (ii) upon such earlier date or event as may be specified in the Encroachment Agreement.
- c) A request for an Encroachment Agreement shall:
  - (i) be made using the form specified by the Lands Administrator, as amended from time to time;
  - (ii) include such information as the Lands Administrator may deem necessary or appropriate to consider the request, including, but not limited to, a site plan showing the location and extent of the existing or proposed encroachment; and
  - (iii) include a \$25 application fee.
- d) Upon receipt of an application for an Encroachment Agreement, the Lands Administrator shall review the request for compliance with this By-law and any other applicable by-law or legislation and make a recommendation to Council.

### **14 QUARRY MANAGEMENT**

- a) The Town shall manage quarries in accordance with the statutes of the Territorial and Federal Governments.
- b) The acquisition and disposal of land for quarry purposes shall be subject to the provisions of this By-law.
- c) Subject to authorization by by-law, the Town may apply for quarry permits and land use permits from senior governments for quarry purposes, and issue quarry permits to other parties.
- d) Any agreement executed by the Town to lease or sell land for quarry purposes shall require the purchaser or lessee from the Town to restore the land at his or her own expense in accordance with the policies and guidelines established by the Government of the Northwest Territories and any other requirements of the Town.
- e) Before executing a lease agreement or transfer of quarry lands, the Town shall require the lessee or purchaser to deliver and deposit security with the Town to ensure complete restoration of the site. The terms and amount of this security shall be determined by Council. This security shall consist of cash or an irrevocable letter of credit issued by a chartered bank or a surety company.
- f) Where the Town leases or owns a quarry, the collection of fees from other users shall be sufficient only to recover the cost of quarry development, management and final restoration including allowances for any royalties required by senior governments.

### **15 EXECUTION OF AGREEMENT**

All agreements shall be duly executed and sealed by the Community Lands Administrator upon property owner's payment of the required fee.

- a) the individual or business must pay the full amount of the fees within 30 days of the approval of sale. Failure to complete the process within the 30 day timeframe will negate the sale, and any future interest in the same lot will require a new application process to begin.

- b) Anyone unable to meet the 30 day deadline of (a) above is eligible to apply for an extension at a fee of 50% of the deposit. The application for extension must show good reason why the deadline cannot be met, and must be applied for at least 7 days prior to the fee deadline. Only one extension will be given for any application, and will allow an additional 30 days to complete payment.

**16 BY-LAW ADMINISTRATION**

- a) Council may by resolution, adopt standard forms of agreement for the acquisition or disposal of land.
- b) The Land Administrator make minor amendments to any such standard forms as may be necessary to adopt the agreement to the requirements of any particular transaction.
- c) The fees, procedures and agreements required for this by-law shall be determined by resolution of council.
- d) The following appendices shall form part of this by-law:
  - Appendix A – Acquisition By-Law (Leasehold Estate)
  - Appendix B – Acquisition By-Law (Fee Simple Title)
  - Appendix C – Disposal By-Law (Leasehold Estate)
  - Appendix D – Disposal By-Law (Fee Simple Title)
  - Appendix E – Disposal By-Law (Equity Lease)
  - Appendix F – Agreement for Sale (Fee Simple Title)
  - Appendix G – Equity Lease Agreement
  - Appendix H – Assignment of Lease (Lease Transfer)
  - Appendix I – Lease Agreement (Explosive Lots)

**17 REPEAL**

Upon Council's approval and third reading, By-Law No. 95-11 shall be repealed.

Introduced and read a first time this 15th day of April, 2014, A.D.

  
\_\_\_\_\_  
Mayor

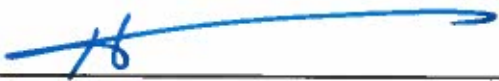
  
\_\_\_\_\_  
Senior Administrative Officer


Read a second time this 15th day of April, 2014, A.D.

  
\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
Senior Administrative Officer

Read a third time and finally passed this 6 day of MAY, 2014, A.D.

  
\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
Senior Administrative Officer





Appendix 'A'

TOWN OF NORMAN WELLS

BY-LAW NO. \_\_

BEING A BY-LAW OF THE MUNICIPAL CORPORATION OF THE TOWN OF NORMAN WELLS IN THE NORTHWEST TERRITORIES TO ACQUIRE REAL PROPERTY BY WAY OF LEASE IN THE TOWN OF NORMAN WELLS PURSUANT TO THE CITIES, TOWNS & VILLAGES ACT, S.N.W.T. 2003, C-22.

WHEREAS it is deemed necessary and in the public interest that the Municipal Corporation of the Town of Norman Wells in the Northwest Territories acquire the land described hereunder for the orderly development of property;

NOW THEREFORE BE IT RESOLVED, that the Council of the Municipal Corporation of the Town of Norman Wells in the Northwest Territories, in session duly assembled, enacts as follows:

- 1. That Mayor and Senior Administrative Officer are hereby authorized on behalf of the Municipal Corporation of the Town of Norman Wells in the Northwest Territories to acquire by way of lease, from the Commissioner of the Northwest Territories for the sum of \$\_\_\_\_\_ the land described hereunder:

The whole of Lot ( ) Block ( ) in the Town of Norman Wells in the Northwest Territories according to a Plan of Survey filed in the Land Titles Office under Number ( ) upon the following terms and conditions:

- 2. That this by-law shall come into effect upon the day of final passage thereof.

Introduced and read a first time this \_\_\_\_\_ day of \_\_\_\_\_, 2014, A.D.

\_\_\_\_\_  
Mayor Senior Administrative Officer

Read a second time this \_\_\_\_\_ day of \_\_\_\_\_, 2014, A.D.

\_\_\_\_\_  
Mayor Senior Administrative Officer

Read a third time and finally passed this\_\_ day of \_\_\_\_\_, 2014, A.D.

\_\_\_\_\_  
Mayor Senior Administrative Officer

It is hereby certified that this By-Law No.XX-XX has been made in accordance with the requirement of the Cities, Towns and Villages Act and the By-Laws of the Town of Norman Wells.

\_\_\_\_\_  
Town Manager / S.A.O.

Appendix 'B'

TOWN OF NORMAN WELLS

BY-LAW NO. \_\_\_\_\_

**BEING A BY-LAW OF THE MUNICIPAL CORPORATION OF THE TOWN OF NORMAN WELLS IN THE NORTHWEST TERRITORIES TO ACQUIRE REAL PROPERTY BY WAY OF PURCHASE IN THE TOWN OF NORMAN WELLS PURSUANT TO THE CITIES, TOWNS & VILLAGES ACT, S.N.W.T. 2003, C-22.**

**WHEREAS** it is deemed necessary and in the public interest that the Municipal Corporation of the Town of Norman Wells in the Northwest Territories acquire the land described hereunder for the orderly development of property;

**NOW THEREFORE BE IT RESOLVED**, that the Council of the Municipal Corporation of the Town of Norman Wells in the Northwest Territories, in session duly assembled, enacts as follows:

1. The Mayor and Senior Administrative Officer are hereby authorized on behalf of the Town of Norman Wells to acquire from the \_\_\_\_\_ for the sum of \$ \_\_\_\_\_ Dollars, the land described hereunder:

The whole of Lot ( ) Block ( ) in the Town of Norman Wells in the Northwest Territories according to a Plan of Survey filed in the Land Titles Office under Number ( ) upon the following terms and conditions:

2. That this by-law shall come into effect upon the day of final passage thereof.

Introduced and read a first time this \_\_\_\_\_ day of \_\_\_\_\_, 2014, A.D.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Senior Administrative Officer

Read a second time this \_\_\_\_\_ day of \_\_\_\_\_, 2014, A.D.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Senior Administrative Officer

Read a third time and finally passed this \_\_ day of \_\_\_\_\_, 2014, A.D.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Senior Administrative Officer

It is hereby certified that this By-Law No. \_\_\_\_\_ has been made in accordance with the requirement of the Cities, Towns and Villages Act and the By-Laws of the Town of Norman Wells.

\_\_\_\_\_  
Town Manager / S.A.O.

Appendix 'C'

TOWN OF NORMAN WELLS

BY-LAW NO. \_\_\_\_\_

**BEING A BY-LAW OF THE MUNICIPAL CORPORATION OF THE TOWN OF NORMAN WELLS IN THE NORTHWEST TERRITORIES TO PROVIDE REGULATIONS FOR THE DISPOSAL OF LAND BY WAY OF LEASE IN THE TOWN OF NORMAN WELLS PURSUANT TO THE CITIES, TOWNS & VILLAGES ACT, S.N.W.T. 2003, C-22.**

**WHEREAS** the Council for the Municipal Corporation of the Town of Norman Wells in the Northwest Territories deems it to be in the public interest to dispose of the lands described hereunder, and

**WHEREAS** the said parcels of land are not required for municipal purposes, and have been developed for the purpose of disposal to private interests;

**NOW THEREFORE BE IT RESOLVED**, that the Council of the Municipal Corporation of the Town of Norman Wells in the Northwest Territories, in session duly assembled, enacts as follows:

- 1. The Mayor and Senior Administrative Officer are hereby authorized on behalf of the Town of Norman Wells to lease to \_\_\_\_\_ for the sum of \$ \_\_\_\_\_ Dollars per annum, the land described hereunder:

The whole of Lot ( ) Block ( ) in the Town of Norman Wells in the Northwest Territories according to a Plan of Survey filed in the Land Titles Office under Number ( ) upon the following terms and conditions:

- 2. That the Mayor and the Senior Administrative Officer are hereby authorized to execute all such forms or applications, deeds, indentures and other documents as may be necessary to convey the said lots to the said purchaser for fee simple title.
- 3. That the purchaser is also required to pay the Land Titles Office, a transfer fee of \$\_\_\_\_\_.
- 4. That this by-law shall come into effect upon the day of final passage thereof.

Introduced and read a first time this \_\_\_\_\_ day of \_\_\_\_\_, 2014, A.D.

\_\_\_\_\_  
Mayor Senior Administrative Officer

Read a second time this \_\_\_\_\_ day of \_\_\_\_\_, 2014, A.D.

\_\_\_\_\_  
Mayor Senior Administrative Officer

Read a third time and finally passed this\_\_ day of \_\_\_\_\_, 2014, A.D.

\_\_\_\_\_  
Mayor Senior Administrative Officer

It is hereby certified that this By-Law No. \_\_\_\_\_ has been made in accordance with the requirement of the Cities, Towns and Villages Act and the By-Laws of the Town of Norman Wells.

\_\_\_\_\_  
Town Manager / S.A.O.

Appendix 'D'

TOWN OF NORMAN WELLS

BY-LAW NO. \_\_\_\_\_

**BEING A BY-LAW OF THE MUNICIPAL CORPORATION OF THE TOWN OF NORMAN WELLS IN THE NORTHWEST TERRITORIES TO PROVIDE REGULATIONS FOR THE DISPOSAL OF LAND IN THE TOWN OF NORMAN WELLS PURSUANT TO THE CITIES, TOWNS & VILLAGES ACT, S.N.W.T. 2003, C-22.**

WHEREAS the Council for the Municipal Corporation of the Town of Norman Wells in the Northwest Territories deems it to be in the public interest to dispose of the lands described hereunder, and

WHEREAS the said parcels of land are not required for municipal purposes, and have been developed for the purpose of disposal to private interests;

NOW THEREFORE BE IT RESOLVED, that the Council of the Municipal Corporation of the Town of Norman Wells in the Northwest Territories, in session duly assembled, enacts as follows:

That the whole of Lot \_\_\_\_\_ (###) Plan \_\_\_\_\_, in the Town of Norman Wells in the Northwest Territories be sold and conveyed in consideration of the sum of \_\_\_\_\_ Dollars (\$XXX) cash upon the following terms and conditions:

- 2. That the Mayor and the Senior Administrative Officer are hereby authorized to execute all such forms or applications, deeds, indentures and other documents as may be necessary to convey the said lots to the said purchaser for FEE SIMPLE TITLE.
- 3. That the purchaser is also required to pay the Land Titles Office, a transfer fee of \$\_\_\_\_\_.
- 4. That this by-law shall come into effect upon the day of final passage thereof.

Introduced and read a first time this \_\_\_\_\_ day of \_\_\_\_\_, 2014, A.D.

\_\_\_\_\_  
Mayor Senior Administrative Officer

Read a second time this \_\_\_\_\_ day of \_\_\_\_\_, 2014, A.D.

\_\_\_\_\_  
Mayor Senior Administrative Officer

Read a third time and finally passed this \_\_\_\_\_ day of \_\_\_\_\_, 2014, A.D.

\_\_\_\_\_  
Mayor Senior Administrative Officer

It is hereby certified that this By-Law No. \_\_\_\_\_ has been made in accordance with the requirement of the Cities, Towns and Villages Act and the By-Laws of the Town of Norman Wells.

\_\_\_\_\_  
Town Manager / S.A.O.

Appendix 'E'

TOWN OF NORMAN WELLS

BY-LAW NO. \_\_\_\_\_

BEING A BY-LAW OF THE MUNICIPAL CORPORATION OF THE TOWN OF NORMAN WELLS IN THE NORTHWEST TERRITORIES TO PROVIDE REGULATIONS FOR THE DISPOSAL OF LAND IN THE TOWN OF NORMAN WELLS PURSUANT TO THE CITIES, TOWNS & VILLAGES ACT, S.N.W.T. 2003, C-22.

WHEREAS the Council for the Municipal Corporation of the Town of Norman Wells in the Northwest Territories deems it to be in the public interest to dispose of the lands described hereunder, and

WHEREAS the said parcel of land is not required for municipal purposes, and has been developed for the purpose of disposal to private interests;

NOW THEREFORE BE IT RESOLVED, that the Council of the Municipal Corporation of the Town of Norman Wells in the Northwest Territories, in session duly assembled, enacts as follows:

- 1. The Mayor and the Senior Administrative Officer are hereby authorized on behalf of the Town of Norman Wells to execute the following XX YEAR EQUITY LEASE to \_\_\_\_\_ of the Town of Norman Wells, Northwest Territories for the sum of \$ \_\_\_\_\_ Dollars + interest + G.S.T. to be made in payments as prescribed in the attached EQUITY LEASE, for the lands described hereunder:
2. That the whole of Lot \_\_\_ Group \_\_\_ Plan: \_\_\_, ADDRESS in the Town of Norman Wells in the Northwest Territories upon the following terms and conditions:
3. That the "EQUITY LEASE" attached forms part of this by-law.
4. That the purchaser is also required to pay the Land Titles Office the Registration fee for The Registration of Leasehold Title in the amount determined by Land Titles Office.
5. That this by-law shall come into effect upon the day of final passage thereof.

Introduced and read a first time this \_\_\_\_\_ day of \_\_\_\_\_, 2014, A.D.

Mayor Senior Administrative Officer

Read a second time this \_\_\_\_\_ day of \_\_\_\_\_, 2014, A.D.

Mayor Senior Administrative Officer

Read a third time and finally passed this \_\_\_\_\_ day of \_\_\_\_\_, 2014, A.D.

Mayor Senior Administrative Officer

It is hereby certified that this By-Law No. \_\_\_\_\_ has been made in accordance with the requirement of the Cities, Towns and Villages Act and the By-Laws of the Town of Norman Wells.

Town Manager / S.A.O.

Appendix 'F'

**TOWN OF NORMAN WELLS**  
**AGREEMENT FOR SALE**

THIS AGREEMENT MADE in duplicate on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

BETWEEN:

**THE MUNICIPAL CORPORATION OF THE TOWN OF NORMAN WELLS, a body corporate incorporated under the Cities, Towns and Villages Act, (Hereinafter referred to as "the Town")**

**OF THE FIRST PART**

and

\_\_\_\_\_ (name of company or individual) \_\_\_\_\_ of \_\_\_\_\_ (town or city) \_\_\_\_\_

in the \_\_\_\_\_ (province or territory) \_\_\_\_\_, (Hereinafter referred to as "the Purchaser")

**OF THE SECOND PART**

WHEREAS the Town is or is entitled to be registered as owner of an estate in fee simple and is in possession of the following lands:

**LOT \_\_\_\_\_ BLOCK \_\_\_\_\_ PLAN \_\_\_\_\_**

**NORMAN WELLS**

(hereinafter referred to as "the Lands")

AND WHEREAS the Town has agreed to sell and convey the lands to the Purchaser;

AND WHEREAS the Purchaser has agreed to purchase the Lands and to observe and perform the conditions, stipulations, covenants and agreements hereinafter set forth;

AND WHEREAS the sale of the lands has been lawfully authorized under Bylaw

Number \_\_\_\_\_, passed on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_;

NOW, THEREFORE, THIS AGREEMENT WITNESSETH that in consideration of the conditions, stipulations, covenants and agreements hereinafter set forth and the payment to be made by the Purchaser to the Town, the parties hereto covenant and agree as follows:

1. The Town agrees to sell and convey to the Purchaser the Town's estate, right and title to the Lands.
2. The total purchase price payable by the Purchaser to the Town is the sum of \_\_\_\_\_ of lawful money of Canada, receipt of which is hereby acknowledged by the Town.
3. The Town covenants and agrees that upon payment in full of the purchase price in accordance with clause 2 hereof (hereinafter referred to as "the Completion Date") to deliver to the Purchaser a registerable transfer of the Town's estate, right and title to the Lands, together with all necessary bylaws and documents of title, to enable to the Purchaser to be registered as owner of the Land. All costs and expenses relating to the transfer of the Land to the Purchaser, including registration costs, shall be the responsibility of the Purchaser.
4. It is understood and agreed by the Purchaser that the Purchaser shall not be entitled to possession of the lands prior to the Completion Date.

5. The Purchaser covenants and agrees with the Town to have commenced construction of a building on the Lands no later than six (6) months from the completion date and to have progressed, to the satisfaction of the Town, no later than eighteen (18) months from the completion date, in the said construction to the extent that, in the opinion of the Town, seventy-five percent (75%) of the value of the work necessary to complete said construction has been performed. For the purposes of this clause the parties hereto agree that seventy-five percent (75%) of the value of the work necessary to complete construction of the building shall be defined as completion of the roof, walls, foundations, doors, windows and fixtures such that the building is fit for habitation.
6. The Town agrees that in the event the Purchaser is unable to complete construction of a building on the lands within the time limit specified in clause 5 hereof, the Purchaser may apply to the Council of the Town for an extension of said time limit and the Council of the Town, after consideration of the circumstances disclosed in the Purchaser's application, may, at its sole discretion, grant or deny the Purchaser's application.
7. The Purchaser agrees to submit to the Town all such plans, descriptions and specifications as may be required by the Town to consider the nature, external appearance or value of any building, structure or improvement to be constructed or made upon the Lands, and the Purchaser covenants and agrees not to do, omit or permit any work to be done upon the Lands unless such work complies with all zoning, building, safety or fire regulations currently in force.
8. The Purchaser further agrees that development of the Lands and construction of any building, structure or other improvement on the Lands, shall be in accordance with all permits and other requirements in force, and that such development and construction shall proceed without interruption save as unavoidable due to extreme weather conditions, acts of God or any labour stoppage beyond the control of the Purchaser, its agents, employees, contractors or subcontractors, or any of them at work upon the Lands.
9. The Purchaser further agrees not to subdivide the lands without the prior approval of the Town and, if such approval is granted, to subdivide in accordance with such conditions as may be stipulated by the Town.
10. The Purchaser further agrees to preserve and maintain any features and natural growths upon the lands in such locations and in such condition as may be specified in writing by the Town.
11. The Purchaser further agrees, at the Purchaser's expense to maintain the access driveway from the driving surface of the Town road to the boundary of the Lands.
12. The Purchaser further agrees, if requested to do so by the Town, to grant to the Town an easement for the purposes of entering upon and constructing, maintaining, inspecting, altering and repairing power lines, power poles, telephone poles, telephone lines, and sewer and water lines and utilidors through, under or over the Lands and to execute such documents as may be required by the Town in connection with the granting of said easement.
13. The Purchaser covenants and agrees that in the event the Purchaser has not completed construction of a building on the Lands or within such time as may be granted to the Purchaser pursuant to clause 6 hereof, the Purchaser shall permit the Town to re-enter and take possession of the Lands, together with all buildings, structures, fixtures or other improvements thereon and all building materials, supplies and equipment thereon and to use the same or dispose thereof as the Town's own property, subject only to claims and rights of parties other than the Purchaser. The Purchaser further covenants and agrees on the Completion Date to provide to the Town a registerable transfer of the Lands, together with all other documentation in the possession of the Purchaser evidencing title to the Lands to be in the name of the Purchaser, such transfer and other documentation to be held by the Town pending completion or non-completion of the Purchaser's obligations pursuant to clause 5 hereof and upon completion to be returned by the Town to the Purchaser and failing completion to be dealt with by the Town as hereinafter set forth.
14. The Purchaser covenants and agrees that in the event the Purchaser fails to complete the Purchaser's obligations pursuant to clause 5 hereof, the Town shall be entitled to cause the transfer provided to the Town pursuant to clause 13 hereof to be registered and, in such event, the only obligation of the Town to the Purchaser shall be to pay to the Purchaser a sum equal to ninety percent (90%) of the purchase price paid by the Purchaser to the Town pursuant to clause 2 hereof but in no case shall the portion to be retained by the Town be less than ONE THOUSAND (\$1,000.00) DOLLARS. The Purchaser further covenants and agrees that the Town shall be entitled to deduct from any monies payable to the Purchaser pursuant to this clause the following sums:

- a. a sum sufficient to pay out and receive a discharge of any mortgagees, charges, liens and encumbrances registered against the Lands or any buildings, structures, improvements and fixtures on the Lands, including all legal costs, on a solicitor-client basis, incurred by the Town in connection therewith
- b. a sum sufficient to pay all unpaid municipal taxes, local improvement rates and charges and sewer and water connection charges or service charges, and,
- c. a sum sufficient to pay the legal costs, on a solicitor-client basis, incurred by the Town in having the Lands reconveyed to the Town.

It is understood and agreed by the Purchaser that this clause shall not be construed as limiting the damages which the Town may claim from the Purchaser.

- 15. The Town covenants and agrees that the Town shall not exercise its rights pursuant to clause 14 hereof without first giving the Purchaser thirty (30) days written notice of its intention to exercise such rights.
- 16. The Purchaser covenants and agrees not to assign the Purchaser's interest under this Agreement without the written permission of the Town.
- 17. The Purchaser covenants and agrees to indemnify and save harmless the Town in respect of all liabilities, fines, suits, claims, demands and actions of any kind for which the Town shall or may become liable or suffer by reason of any breach or non-performance by the Purchaser of any condition, stipulation, covenant or agreement of this Agreement.
- 18. It is agreed to between the parties hereto that any excusing, condoning, or overlooking by the Town of any default, breach or non-observance by the Purchaser at any time of any condition, stipulation, covenant or agreement in this agreement shall not operate as a waiver of the Town's rights hereunder in respect of any subsequent default, breach or non-observance and shall not defeat or affect the Town's rights in respect of such subsequent default, breach or non-observance.
- 19. It is agreed between the parties hereto that nothing herein contained shall preclude the Town from resorting to any remedy provided by law in respect of any breach hereof or any right, interests, or claim of the Town hereunder.
- 20. The Purchaser agrees that this Agreement may be registered against title to the Lands by way of Caveat at the Land Titles Office at the City of Yellowknife in the Northwest Territories.
- 21. The parties hereto agree that in reading and construing this Agreement the word "Purchaser" and all words pending thereon or relating thereto shall be read and construed as in the plural instead of the singular number if there be more than one Purchaser named, and in such case the condition, stipulations, covenants and agreements shall be deemed to bind the Purchasers severally as well as jointly; AND that the masculine gender shall include the feminine or body corporate where the context of the parties hereto require.
- 22. The parties hereto agree that any notice to be given hereunder shall be deemed to be well, sufficiently and duly given personally by the Town to the Purchaser or the Purchaser to the Town if sent prepaid, registered or certified mail as follows:

To the Town addressed to it at:

**Senior Administrative Officer  
Town of Norman Wells  
PO Box 5  
Norman Wells, NT X0E 0V0**

To the Purchaser addressed to it at:

**(Purchaser's address & info goes here)**

Any notice mailed shall be deemed to have been given and received on the third day following the day of mailing of the same.

- 23. Time is of the essence in this Agreement.
- 24. The parties hereto agree that this Agreement shall endure to the benefit and be binding on the successors and assigns, in the case of the Town, and the heirs, executors, administrators, successors and assigns, in the case of the Purchaser.





**Appendix 'G'**  
**TOWN OF NORMAN WELLS**  
**EQUITY LEASE**

THIS LEASE made this \_\_\_\_ day of \_\_\_\_\_, 2014

BETWEEN

**THE MUNICIPAL CORPORATION OF THE TOWN OF NORMAN WELLS**, a body corporate, incorporated under the *Cities, Towns and Villages Act* (Northwest Territories)

hereinafter called the "Town"

**OF THE FIRST PART**

AND

**XXXXXXXXXXXXXXXXXXXXXXXXXXXX**

hereinafter called "the Lessee"

**OF THE SECOND PART**

In consideration of the rents, covenants and agreements herein reserved and contained on the part of the Lessee to be paid, observed and performed, and subject to the *Cities, Towns and Villages Act (Northwest Territories)* and the Town's Bylaws, the Town demises and leases unto the Lessee all that certain parcel or tract of land situate, lying and being in the Northwest Territories and being composed of:

the whole (all that portion) of Lot numbered \_\_\_\_\_ (\_\_\_) in Block numbered \_\_\_\_\_ (\_\_\_) in the Town of Norman Wells, in the Northwest Territories, according to a plan of survey filed in the Land Titles Office for the Northwest Territories under number \_\_\_\_\_ (\_\_\_), as said Lot \_\_\_\_\_ is/are shown outlined in red on the sketch annexed thereto and forming part of said lease,

OR

all that parcel of land in the Town of Norman Wells, in the Northwest Territories, as shown outlined in red on the sketch annexed thereto and forming part of said lease,

OR

the whole of Provisional Lot numbered \_\_\_\_\_ (\_\_\_) in Block numbered \_\_\_\_\_ (\_\_\_) in Group numbered \_\_\_\_\_ (\_\_\_) in Quad \_\_\_\_\_ in the Town of Norman Wells in the Northwest Territories, according to a provisional plan of survey carried out by \_\_\_\_\_, Canada Lands Surveyor, during the period \_\_\_\_\_ to \_\_\_\_\_, as said Provisional Lot is shown outlined in red on the sketch annexed thereto and forming part of said Lease,

hereinafter called "the Land", subject to the following reservations:

- a) all mines and all minerals whether solid, liquid or gaseous which may be found to exist within, upon or under the Land together with the full powers to work the same and for the purpose to enter upon, use and occupy the Land or so much thereof and to such an extent as may be necessary for the effectual working and extracting of the said minerals;
- b) the rights of the recorded holders of mineral claims and any other claims or permits affecting the Land;
- c) all timber that may be on the Land excepting what must be removed for the purpose of landscaping or the construction of improvements;
- d) the rights to enter upon, work and remove any rock outcrop required for public purposes;

- e) such rights of way and of entry as may be required under regulations in force in connection with construction, maintenance and use of works for the conveyance of water for use in mining operations; and
- f) the right to enter upon the Land for the purpose of installing and maintaining any public utility.

**TO HAVE AND TO HOLD** for and during the term of \_\_\_\_\_ (\_\_\_\_) years, commencing on the \_\_\_\_ day of \_\_\_\_\_, 2014, hereinafter called "the effective date".

**YIELDING AND PAYING THEREFOR** the "total rental" in the sum of \_\_\_\_\_ (\$\_\_\_\_\_) Dollars. Said "total rental" is to be paid to the Municipal Corporation of the Town of Norman Wells as follows:

- a) \_\_\_\_\_ (\$\_\_\_\_) Dollars," is to be paid in full upon the execution of this lease; and
- b) \_\_\_\_\_ (\$\_\_\_\_ Dollars, being the balance owing, to be paid as rent yearly and every year in advance, on the anniversary date of this lease.

**THE PARTIES COVENANT AND AGREE AS FOLLOWS:**

**DEFINITIONS**

1. In this Lease "Town" means the Municipal Corporation of the Town of Norman Wells, which is represented by the Senior Administrative Officer or his or her designate.
2. In this Lease "Environmental Protection Statutes" means all Federal and Territorial Environmental Statutes, regulations, guidelines and codes of practice, thereto and appropriate Municipal or local environmental protection by-laws applicable to the Lands and Lessee's use and occupation of the Lands.
3. In this Lease "Contaminants" shall include all substances that fall within the definition of "Air Contaminant, Air Pollution, Substance or Toxic Substances" in the Canadian Environmental Protection Act, or any similar Territorial legislation or guidelines, whichever is the most onerous. In addition the word "Contaminants" shall include all substances that come to fall within the aforementioned definitions and designations (or terms used in their stead in any legislation enacted in replacement thereof) or which fall within the meaning of Section 11 of the Canadian Environmental Protection Act, and for greater certainty means any substance which is deleterious or hazardous to persons, animals, fish, plants, soil, water, property or the environment, and for the purposes hereof includes only those substances arising from or associated with the Lessee's use or occupation of the Land and includes but is not limited to:
  - (a) radioactive materials;
  - (b) explosives;
  - (c) any substance that, if added to any water, would degrade or alter or form part of a process of degradation or alteration of the quality of that water to the extent that it is detrimental to its use by a person or by any animal, fish or plant;
  - (d) any solid, liquid, gas or odor or combination of any of them that, if emitted into the air, would create or contribute to the creation of a condition of that air that:
    - i. endangers the health, safety or welfare of persons or the health of animal life,
    - ii. interferes with normal enjoyment of life or property, or
    - iii. causes damage to plant life or to property; and
  - (e) substances declared to be hazardous or toxic under any law or regulation now or hereafter enacted or promulgated by any federal, territorial, municipal or local government authority having jurisdiction over the Lessee, the Land or associated facilities.

**INDEMNITY**

4. The **Lessee** shall at all times hereafter indemnify and hold harmless the **Town** against all claims, demands, actions or other legal proceedings by whomsoever made or brought against the **Town** by reason of anything done or omitted to be done by the **Lessee**, its officers, servants, agents or employees connected with or arising out of this **Lease**. This indemnity shall survive the termination of this **Lease**.

#### **COMPLIANCE**

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

#### **PAYMENT**

6. The **Lessee** shall during the said term, pay the said rental and all taxes, rates and assessments charged upon the Land or upon the **Lessee** in respect thereof.

#### **LATE PAYMENT FEE**

7. Where any portion of the rental herein reserved is unpaid, the **Lessee** shall pay a late payment fee, in an amount set by bylaw of the **Town** from time to time, on any lease payments that are in arrears for more than 30 days.

#### **NON-COMPLIANCE**

8. Without limiting any other rights and remedies of the **Town** hereunder, if the **Lessee** breaches any of the covenants and agreements contained herein, including, but not limited to failure to pay rent, the **Town** may upon issue a written notice to the **Lessee** requiring the **Lessee** to remedy the breach with 60 days or such longer period as may be specified in the notice.
9. Where the **Lessee** fails to correct a non-compliance with the terms and conditions of the **Lease**, the **Town** may order the restoration of all or any part of such Land and any expenses incurred by the **Town** shall be recoverable from the **Lessee** as a debt due to the **Town**.
10. Without limiting the rights of the **Town** under clause 0, the **Town** may terminate this lease if the **Lessee** fails to remedy the default within the period of time specified in the notice issued under Section 0.

#### **TERMINATION**

11. Termination of this **Lease** shall not prejudice the **Town's** right to unpaid rental or any other right with respect to a breach of any covenant or agreement herein contained.
12. Upon the termination or expiration of this **Lease**, the **Lessee** shall deliver up possession of Land in as good a condition and state of repair as when the **Lessee** took possession of the Land under this lease, or in a condition satisfactory to the **Town**.

#### **EQUITY**

13. Upon receipt of payment in full of the "total rental", including any interest or other payments owing, fee simple title shall be transferred to the **Lessee**, at the **Lessee's** sole expense.
14. The **Lessee** may, at any time during the Term, pay out the balance owed in "total rental", including any interest or other payments owing and effect the transfer of the fee simple title as stated in section 13 above.

**LAND USE**

15. The Lessee shall use the Land for \_\_\_\_\_ purposes only in accordance with the Town's Bylaw #\_\_\_\_\_.

**CONSTRUCTION**

16. The Lessee shall construct the following improvements on the Land: \_\_\_\_\_. Construction of the said improvements shall commence within six (6) months of the effective date of this lease, and shall be completed within eighteen (18) months of the effective date of this lease.

**NON-CONSTRUCTION**

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

**EXISTING IMPROVEMENTS**

18. The Lessee shall maintain the existing improvements now situated on the Land, or any similar improvements which may be constructed, in a manner and condition satisfactory to the Town.

**BUILDING SET-BACKS**

19. The Lessee shall not erect on the Land any building or structure nearer to any boundary of the Land than the distance set out in the Town of Norman Wells Zoning By-law, except with the written approval of the Town.

**LEGAL SURVEY**

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

**LEGAL SURVEY COSTS**

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

**SURVEY REGISTRATION**

22. Upon the registration of the aforesaid provisional plan of survey in the Land Titles Offices for the Northwest Territories, the boundaries of the Land shall be those as shown for Lot \_\_\_\_\_, Block\_\_\_\_\_, on the registered plan.

**SEWAGE DISPOSAL**

23. The Lessee shall not construct a pit privy or sewage or cesspit except with the written approval of the Town.

**WATER & SEWER**

24. The Lessee shall at the Lessee's expense make connections to, and use, existing water and sewer mains, or any such mains as may be extended and made available to the Land.

### **SEWAGE TANKS**

25. The Lessee shall provide, at the Lessee's own expense, a tank adequate for the storage and pump-out of sewage.

### **REMOVAL OF IMPROVEMENTS**

26. If, prior to the expiry of this lease, the Lessee removes 50% or more of any improvements placed on the Land, the Town may, upon 60 days written notice, terminate this lease without compensation or refund of any equity to the Lessee.

### **ACCESS**

27. It shall be lawful for the Town or any person duly authorized at all reasonable times to enter upon the Land for the purposes of examining the condition thereof.
28. The Town shall have the right to enter upon the said Lands for the purpose of conducting tests or other investigative measures to ensure compliance with the terms and conditions of the Lease. If the Lessee is found to be in non-compliance with the terms and conditions of the Lease, the Lessee shall pay for all costs associated with correcting the non-compliance as well as the costs of any testing or investigative measures undertaken to identify these deficiencies.

### **LAND FILL**

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

### **EASEMENTS**

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

### **ROAD CONSTRUCTION**

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

### **DITCHES**

32. The Lessee shall permit free access at all times to the drainage ditch located on the Land.

### **ENVIRONMENT**

33. The Lessee shall comply with all Environmental Protection Statutes.
34. Compliance with Environmental Protection Statutes by the Lessee shall be at the Lessee's cost and expense and any adverse environmental condition to the Land caused by Contaminants brought onto the Land in relation to the Lessee's occupation, or arising as a result of the Lessee's use and occupation of the Land shall be rectified at the cost

and expense of the Lessee to return the Land to a state that complies with all Environmental Protection Statutes.

**ACCESS ROADS**

35. The Lessee shall construct only one access road to the Land, the said access road to meet the standards and conditions specified by the Town, and the said access road to be constructed at the Lessee's expense.

**NOXIOUS WEEDS**

36. The Lessee shall and will, in all respects, use and manage the Land in a fair and husband-like manner subject to the approval of the Town, and shall exercise such control of noxious weeds on Land as shall tend to eradicate the same and prevent their increase on the Land, and their spreading to adjoining property.

**DISCHARGE OF WASTE**

37. The Lessee shall not discharge or deposit any refuse substances or other waste materials in any lake, river, stream or creek, or on the banks thereof, which will, in the opinion of the Town, impair the quality of the waters or the natural environment and any areas designated for waste disposal shall not be located within 30.48 metres (100 feet) of the Ordinary High Water Mark of any body of water.

**FLOODING**

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

**FLOODING LIABILITY**

39. The Lessee hereby acknowledges that the subject parcel of Land is located within a zone which is subject to periodic flooding. In consideration of the Town issuing permission to occupy in respect of the subject parcel of Land the Lessee hereby releases and forever discharges the Town and the Government of the Northwest Territories its employees, officers and agents of and from all claims, demands, damages, actions or causes of action arising or to arise by reason of the said parcel of Land being subjected to floods or flooding.

**REPLACEMENT CLAUSE**

40. This lease cancels and supersedes Town's Lease No. .... dated the .... day of .....

**SUBLEASE REQUIREMENT**

41. The Lessee shall not sublet the Land without the consent of the Town in writing.

**ASSIGNMENT REQUIREMENT**

42. The Lessee shall not assign this lease without the consent of the Town in writing.

**CHANGE OF OWNERSHIP**

43. Upon the change of ownership of Lot ..... Block..... in the Town of Norman Wells in the Northwest Territories, this Lease shall terminate unless it is assigned simultaneously to the transferee of the said Lot ..... Block .....

### **REQUEST FOR CONDOMINIUMIATION**

44. In the event the **Lessee** condominiumizes the building on the Land, the Condominium Corporation will become the **Lessee** pursuant to the terms hereof for all intents and purposes upon the establishment thereof. The **Lessee** hereby agrees to provide written notice to the **Town** of the establishment of the Condominium Corporation upon its incorporation under the *Condominium Act* (Northwest Territories) together with the address thereof and a copy of the **Town's** fee simple title reflecting the Registrar of the Land Titles Office memorandum thereon made pursuant to the requirements of the *Condominium Act* (Northwest Territories) confirming that the Condominium Corporation is the **Lessee**.
45. Upon receipt of the above written notice to the **Town**, said written notice will be annexed to and form part of said Lease and the following provisions shall take effect retroactively to the date hereof:
- (a) **SUBLEASE REQUIREMENT** -- Clause #        of this Lease requiring the prior written consent of the **Town** to sublet the Land shall be revoked;
  - (b) **SUBLEASE APPROVAL** --The parties agree that the Leasehold estate may be registered as a Leasehold condominium, subject to the requirements of the Condominium Act. The parties agree that the owners of the condominium units on the Land may transfer and/or mortgage their units as they see fit subject to the laws of general application. Nothing in the Lease prevents any mortgagee of a condominium unit from taking possession of that unit, or having possession taken by a receiver(or receiver-manager) and/or administering a unit, including rent collection under a sub-Lease of the unit.
  - (c) **NOTICE OF BREACH** --Where the Community Government intends to re-enter and terminate the Lease because of any breach of covenant or default by the **Lessee**, or for which the **Lessee** is responsible, notice of such intention shall be given in writing to each mortgagee and caveator with an interest in any unit, where such interest is registered against the title to such unit(such mortgagees, and caveators being hereinafter referred to as "Interested Parties"), at the address of each of the Interested parties shown on the Land Titles Office records in respect of such interest, allowing the Interested parties or any of them at least 90 days to remedy the default or breach, or to commence to remedy the default or breach if incapable of being completely remedied within the 90 day period.
  - (d) **CONDOMINIUM UNITS** -- The parties agree that the terms of this Lease apply to the condominium units established or to be established on the Land and that each of the condominium unit owners have a Leasehold interest in their condominium unit by virtue of the application of the Condominium Act.

### **TIME**

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

### **WAIVER**

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

### **IMPLICATION**

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

### **SURVIVORSHIP**

49. This lease ensures to the benefit of and is binding upon the **Town** and its successors, and upon the **Lessee**, the **Lessee's** heirs, executors, administrators and assigns.

### **ADDRESS FOR NOTICES**



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

To the Town:

Town of Norman Wells  
Box 5  
Norman Wells, NT  
X0E 0V0

To the Lessee at:

(insert address)

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

IN WITNESS WHEREOF the Agreement has been duly executed by the parties hereto on the date and year first above written

The Corporate Seal of the  
Municipal Corporation of  
the Town of Norman Wells  
has hereunto been affixed  
in the presence of its  
proper officers in that  
behalf.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Senior Administrative Officer

SIGNED, SEALED AND DELIVERED )  
in the presence of: )

\_\_\_\_\_  
Witness to the signature of the )  
Purchaser(s). )

\_\_\_\_\_  
(name of Purchaser, Per: XYZ C)

The Corporate Seal of the above  
Purchaser was hereunto affixed  
in the presence of us, the proper  
officers duly authorized in that  
behalf.

Per:\_\_\_\_\_

**APPENDIX 'H'**  
**TOWN OF NORMAN WELLS**  
**ASSIGNMENT OF LEASE**

**AL -**  
**FILE NO.:**

THIS INDENTURE, made in duplicate, the \_\_\_ day of \_\_\_\_\_, 2014.

**BETWEEN**

XXXXXXXXXXXXXXXXXXXX

hereinafter called "the assignor"  
OF THE FIRST PART

**AND**

XXXXXXXXXXXXXXXXXXXX

hereinafter called "the assignee"  
OF THE SECOND PART

**WHEREAS** by a **LEASE** dated the \_\_\_ day of, \_\_\_\_\_ 20\_\_, and numbered L-\_\_\_\_\_, made between **THE MUNICIPAL CORPORATION OF THE TOWN OF NORMAN WELLS**, as lessor and \_\_\_\_\_, as lessee, the said lessor did demise unto the said lessee the lands herein mentioned to hold from the \_\_\_ day of \_\_\_\_\_, 20\_\_, for a term of \_\_\_\_\_ (\_\_) years, at the yearly rent of \_\_\_\_\_ (\$\_\_\_\_\_) dollars and subject to the lessee's covenants and agreements therein, or any amendment thereto.

**AND WHEREAS** the **MUNICIPAL CORPORATION OF THE TOWN OF NORMAN WELLS** now has the administration of the lands herein described and all of the agreements and leases granting rights to same.

**AND WHEREAS** the said lease has been assigned to the Assignor.

**NOW THIS INDENTURE WITNESSETH** that in consideration of the sum of \_\_\_\_\_ (\$\_\_\_\_\_) dollars now paid by the assignee to the assignor (the receipt of which is hereby acknowledged) the assignor doth hereby grant and assign unto the assignee:

the whole (all that portion) of Lot numbered \_\_\_\_\_ (\_\_) in Block numbered \_\_\_\_\_ (\_\_) in the Town of Norman Wells, in the Northwest Territories, according to a plan of survey filed in the Land Titles Office for the Northwest Territories under number \_\_\_\_\_ (\_\_\_\_), as said Lot \_\_\_\_\_ is/are shown outlined in red on the sketch annexed thereto and forming part of said lease,

**OR**

all that parcel of land in the Town of Norman Wells, in the Northwest Territories, as shown outlined in red on the sketch annexed thereto and forming part of said lease,

**OR**

the whole of Provisional Lot numbered \_\_\_\_\_ (\_\_) in Block numbered \_\_\_\_\_ (\_\_) in Group numbered \_\_\_\_\_ (\_\_) in Quad \_\_\_\_\_ in the Town of Norman Wells in the Northwest Territories, according to a provisional plan of survey carried out by \_\_\_\_\_, Canada Lands Surveyor, during the period \_\_\_\_\_ to \_\_\_\_\_, as said Provisional Lot is shown outlined in red on the sketch annexed thereto and forming part of said Lease,

together with the residue unexpired of the said term of years, and the said Lease and all benefit and advantage to be derived therefrom.

To have and to hold unto the assignee, subject to the payment of the said rent and the observance and performance of the lessee's covenants and conditions in the said Lease.



**SIGNED, SEALED AND DELIVERED**

by the  
and by the

of *(Corporate Name)*

)  
)  
)  
)  
)  
)  
)

\_\_\_\_\_  
Assignor

(SEAL)

\_\_\_\_\_  
Assign(or)(ee)

**CANADA**

**AFFIDAVIT OF EXECUTION**

**TO WIT:**

I, \_\_\_\_\_ of the \_\_\_\_\_ of \_\_\_\_\_ in \_\_\_\_\_, make oath and say:

1. **THAT** I was personally present and did see

named as the **ASSIGNOR** in the instrument attached hereto, who is personally known to me to be the person named therein, duly sign and execute the same for the purposes therein.

2. **THAT** the same was executed at \_\_\_\_\_ in and that I am the subscribing witness thereto.

3. **THAT** I personally know the said \_\_\_\_\_ and he is /she is/they are in my belief, of the full age of nineteen years.

**SWORN** before me at  
in the Northwest Territories  
this \_\_\_\_\_ day of \_\_\_\_\_  
A.D. 2014

)  
)  
)  
)  
)  
)  
)  
)

\_\_\_\_\_  
A Commissioner for Oaths  
in and for the Northwest Territories

\_\_\_\_\_  
Witness to signature of Assignor

Print Name:

OR A Notary Public in and for (Name of Province)

Print Name:

CANADA

AFFIDAVIT OF EXECUTION

TO WIT:

I, \_\_\_\_\_ of the \_\_\_\_\_ of \_\_\_\_\_ in \_\_\_\_\_, make oath and say:

1. THAT I was personally present and did see

named as the ASSIGNEE in the instrument attached hereto, who is personally known to me to be the person named therein, duly sign and execute the same for the purposes therein.

2. THAT the same was executed at \_\_\_\_\_ in and that I am the subscribing witness thereto.

4. THAT I personally know the said \_\_\_\_\_ and he is /she is/they are in my belief, of the full age of nineteen years.

SWORN before me at )
in the Northwest Territories )
this \_\_\_\_\_ day of \_\_\_\_\_ )
A.D. 2014 )
\_\_\_\_\_ )
A Commissioner for Oaths )
in and for the Northwest Territories )

\_\_\_\_\_
Witness to signature of Assignor

Print Name: \_\_\_\_\_

OR A Notary Public in and for (Name of Province)

Print Name: \_\_\_\_\_

**APPENDIX 'I'**  
**TOWN OF NORMAN WELLS**  
**LEASE AGREEMENT – EXPLOSIVES LOTS**

**AL -**  
**FILE NO.:**

THIS LEASE made this \_\_\_\_ day of \_\_\_\_\_, 2014

BETWEEN

THE MUNICIPAL CORPORATION OF THE TOWN OF NORMAN WELLS, a body corporate, incorporated under the *Cities, Towns and Villages Act* (Northwest Territories)

hereinafter called the "Town"

**OF THE FIRST PART**

AND

XXXXXXXXXXXXXXXXXXXXXXXXXXXX

hereinafter called "the Lessee"

**OF THE SECOND PART**

In consideration of the rents, covenants and agreements herein reserved and contained on the part of the Lessee to be paid, observed and performed, and subject to the *Cities, Towns and Villages Act (Northwest Territories)* and the Town's Bylaws, the Town demises and leases unto the Lessee all that certain parcel or tract of land situate, lying and being in the Northwest Territories and being composed of:

the whole (all that portion) of Lot numbered \_\_\_\_\_ (\_\_\_\_) in Block numbered \_\_\_\_\_ (\_\_\_\_) in the Town of Norman Wells, in the Northwest Territories, according to a plan of survey filed in the Land Titles Office for the Northwest Territories under number \_\_\_\_\_ (\_\_\_\_), as said Lot \_\_\_\_\_ is/are shown outlined in red on the sketch annexed thereto and forming part of said lease,

OR

all that parcel of land in the Town of Norman Wells, in the Northwest Territories, as shown outlined in red on the sketch annexed thereto and forming part of said lease,

OR

the whole of Provisional Lot numbered \_\_\_\_\_ (\_\_\_\_) in Block numbered \_\_\_\_\_ (\_\_\_\_) in Group numbered \_\_\_\_\_ (\_\_\_\_) in Quad \_\_\_\_\_ in the Town of Norman Wells in the Northwest Territories, according to a provisional plan of survey carried out by \_\_\_\_\_, Canada Lands Surveyor, during the period \_\_\_\_\_ to \_\_\_\_\_, as said Provisional Lot is shown outlined in red on the sketch annexed thereto and forming part of said Lease,

hereinafter called "the Land", subject to the following reservations:

- a) all mines and all minerals whether solid, liquid or gaseous which may be found to exist within, upon or under the Land together with the full powers to work the same and for the purpose to enter upon, use and occupy the Land or so much thereof and to such an extent as may be necessary for the effectual working and extracting of the said minerals;
- b) the rights of the recorded holders of mineral claims and any other claims or permits affecting the Land;
- c) all timber that may be on the Land excepting what must be removed for the purpose of landscaping or the construction of improvements;

- d) the rights to enter upon, work and remove any rock outcrop required for public purposes;
- e) such rights of way and of entry as may be required under regulations in force in connection with construction, maintenance and use of works for the conveyance of water for use in mining operations; and
- f) the right to enter upon the Land for the purpose of installing and maintaining any public utility.

**TO HAVE AND TO HOLD** for and during the term of \_\_\_\_\_ (\_\_\_) years, commencing on the \_\_\_\_ day of \_\_\_\_\_, 2014, hereinafter called "the effective date".

**YIELDING AND PAYING THEREFOR** the "total rental" in the sum of \_\_\_\_\_ (\$\_\_\_\_\_) Dollars. Said "total rental" is to be paid to the Municipal Corporation of the Town of Norman Wells as follows:

- a) \_\_\_\_\_ (\$\_\_\_\_\_) Dollars," is to be paid in full upon the execution of this lease; and
- b) \_\_\_\_\_ (\$\_\_\_\_\_ Dollars, being the balance owing, to be paid as rent yearly and every year in advance.

**THE PARTIES COVENANT AND AGREE AS FOLLOWS:**

**DEFINITIONS**

1. In this Lease "Town" means the Municipal Corporation of the Town of Norman Wells, which is represented by the Senior Administrative Officer or his or her designate.
2. In this Lease "Environmental Protection Statutes" means all Federal and Territorial Environmental Statutes, regulations, guidelines and codes of practice, thereto and appropriate Municipal or local environmental protection by-laws applicable to the Lands and Lessee's use and occupation of the Lands.
3. In this Lease "Contaminants" shall include all substances that fall within the definition of "Air Contaminant, Air Pollution, Substance or Toxic Substances" in the Canadian Environmental Protection Act, or any similar Territorial legislation or guidelines, whichever is the most onerous. In addition the word "Contaminants" shall include all substances that come to fall within the aforementioned definitions and designations (or terms used in their stead in any legislation enacted in replacement thereof) or which fall within the meaning of Section 11 of the Canadian Environmental Protection Act, and for greater certainty means any substance which is deleterious or hazardous to persons, animals, fish, plants, soil, water, property or the environment, and for the purposes hereof includes only those substances arising from or associated with the Lessee's use or occupation of the Land and includes but is not limited to:
  - (a) radioactive materials;
  - (b) explosives;

- (c) any substance that, if added to any water, would degrade or alter or form part of a process of degradation or alteration of the quality of that water to the extent that it is detrimental to its use by a person or by any animal, fish or plant;
- (d) any solid, liquid, gas or odor or combination of any of them that, if emitted into the air, would create or contribute to the creation of a condition of that air that:
  - i. endangers the health, safety or welfare of persons or the health of animal life,
  - ii. interferes with normal enjoyment of life or property, or
  - iii. causes damage to plant life or to property; and
- (e) substances declared to be hazardous or toxic under any law or regulation now or hereafter enacted or promulgated by any federal, territorial, municipal or local government authority having jurisdiction over the Lessee, the Land or associated facilities.

#### **INDEMNITY**

- 4. The Lessee shall at all times hereafter indemnify and hold harmless the Town against all claims, demands, actions or other legal proceedings by whomsoever made or brought against the Town by reason of anything done or omitted to be done by the Lessee, its officers, servants, agents or employees connected with or arising out of this Lease. This indemnity shall survive the termination of this Lease.

#### **COMPLIANCE**

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

#### **PAYMENT**

- 6. The Lessee shall during the said term, pay the said rental and all taxes, rates and assessments charged upon the Land or upon the Lessee in respect thereof.

#### **LATE PAYMENT FEE**

- 8. Where any portion of the rental herein reserved is unpaid, the Lessee shall pay a late payment fee, in an amount set by bylaw of the Town from time to time, on any lease payments that are in arrears for more than 30 days.

#### **NON-COMPLIANCE**

- 8. Without limiting any other rights and remedies of the Town hereunder, if the Lessee breaches any of the covenants and agreements contained herein, including, but not limited to failure to pay rent, the Town may upon issue a written notice to the Lessee requiring the Lessee to remedy the breach with 60 days or such longer period as may be specified in the notice.
- 9. Where the Lessee fails to correct a non-compliance with the terms and conditions of the Lease, the Town may order the restoration of all or any part of such Land and any expenses incurred by the Town shall be recoverable from the Lessee as a debt due to the Town.
- 10. Without limiting the rights of the Town under clause 0, the Town may terminate this lease if the Lessee fails to remedy the default within the period of time specified in the notice issued under Section 0.

#### **TERMINATION**



11. Termination of this Lease shall not prejudice the Town's right to unpaid rental or any other right with respect to a breach of any covenant or agreement herein contained.
12. Upon the termination or expiration of this Lease, the Lessee shall deliver up possession of Land in as good a condition and state of repair as when the Lessee took possession of the Land under this lease, or in a condition satisfactory to the Town.

**SURRENDER**

13. Subject to the rights and interests of any third parties of which notice has been provided to the Town Manager, the Lessee may surrender the Lessee's interest under this Lease upon giving sixty (60) days' notice in writing to the Town Manager.
  - (a) The Town Manager may accept such surrender if the Lessee:
    - (i) Pays all rental due under this Lease to effective date of the surrender;
    - (ii) Pays all property taxes, rates and assessments, including interest and penalties thereon charged upon the land or to the Lessee to the effective date of the surrender;
    - (iii) Restores the land to a condition satisfactory to the Town Manager; and
    - (iv) Provides the Town Manager with an executed Surrender of Lease in a form approved by the Town Manager.
  - (b) The effective date of the surrender of the Lessee's interest under this Lease is the date the Town Manager accepts such surrender by executing the Surrender of Lease form.

**AMENDED RENTAL**

14. The Town Manager may at any time, not less than three (3) months before expiration of the first five (5) year period of the Lease, or of any subsequent five (5) year period, notify the Lessee in writing of an amended rental payable for the following five (5) year period and/or the remainder of the term of this Lease. The amended rental is to be based upon the Pricing Policy in effect at the time of such notification without the inclusion of the value of any improvements placed thereon by the Lessee. Any dispute regarding the determined value will be addressed by the Supreme Court of the Northwest Territories at the request and expense of the Lessee or as the Court may decide.

**LAND USE**

15. The Lessee shall use the Land for \_\_\_\_\_ purposes only in accordance with the Town's Bylaw #\_\_\_\_\_.

**EXISTING IMPROVEMENTS**

16. The Lessee shall maintain the existing improvements now situated on the Land, or any similar improvements which may be constructed, in a manner and condition satisfactory to the Town.

**REMOVAL OF IMPROVEMENTS**

17. If, prior to the expiry of this lease, the Lessee removes 50% or more of any improvements placed on the Land, the Town may, upon 60 days written notice, terminate this lease without compensation or refund of any equity to the Lessee.

**ACCESS**

18. It shall be lawful for the Town or any person duly authorized at all reasonable times to enter upon the Land for the purposes of examining the condition thereof.
19. The Town shall have the right to enter upon the said Lands for the purpose of conducting tests or other investigative measures to ensure compliance with the terms and conditions of the Lease. If the Lessee is found to be in non-compliance with the terms and conditions of the Lease, the Lessee shall pay for all costs associated with correcting the

non-compliance as well as the costs of any testing or investigative measures undertaken to identify these deficiencies.

#### **LAND FILL**

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

#### **EASEMENTS**

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

#### **ROAD CONSTRUCTION**

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

#### **DITCHES**

23. The Lessee shall permit free access at all times to the drainage ditch located on the Land.

#### **ENVIRONMENT**

24. The Lessee shall comply with all Environmental Protection Statutes.
25. Compliance with Environmental Protection Statutes by the Lessee shall be at the Lessee's cost and expense and any adverse environmental condition to the Land caused by Contaminants brought onto the Land in relation to the Lessee's occupation, or arising as a result of the Lessee's use and occupation of the Land shall be rectified at the cost and expense of the Lessee to return the Land to a state that complies with all Environmental Protection Statutes.

#### **DISCHARGE OF WASTE**

26. The Lessee shall not discharge or deposit any refuse substances or other waste materials in any lake, river, stream or creek, or on the banks thereof, which will, in the opinion of the Town, impair the quality of the waters or the natural environment and any areas designated for waste disposal shall not be located within 30.48 metres (100 feet) of the Ordinary High Water Mark of any body of water.

#### **REPLACEMENT CLAUSE**

27. This lease cancels and supersedes Town's Lease No. .... dated the .... day of .....

#### **SUBLEASE REQUIREMENT**

28. The Lessee shall not sublet the Land without the consent of the Town in writing.

#### **ASSIGNMENT REQUIREMENT**

29. The Lessee shall not assign this lease without the consent of the Town in writing.

**CHANGE OF OWNERSHIP**

30. Upon the change of ownership of Lot ..... Block..... in the Town of Norman Wells in the Northwest Territories, this Lease shall terminate unless it is assigned simultaneously to the transferee of the said Lot ..... Block .....

**TIME**

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

**WAIVER**

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

**IMPLICATION**

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

**SURVIVORSHIP**

34. This lease ensures to the benefit of and is binding upon the Town and its successors, and upon the Lessee, the Lessee's heirs, executors, administrators and assigns.

**ADDRESS FOR NOTICES**

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

To the Town:

**Town of Norman Wells  
Box 5  
Norman Wells, NT  
X0E 0V0**

To the Lessee at:

**(insert address)**

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

**IN WITNESS WHEREOF** the Agreement has been duly executed by the parties hereto on the date and year first above written

The Corporate Seal of the Municipal Corporation of the Town of Norman Wells has hereunto been affixed in the presence of its proper officers in that behalf.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Senior Administrative Officer

**SIGNED, SEALED AND DELIVERED** )  
in the presence of: )

\_\_\_\_\_  
(name of Purchaser, Per: XYZ C)

\_\_\_\_\_  
Witness to the signature of the Purchaser(s). )

The Corporate Seal of the above Purchaser was hereunto affixed in the presence of us, the proper officers duly authorized in that behalf.

Per:\_\_\_\_\_