



CALL FOR PROPOSALS

Butler Building Site (Building 803, Lot 940, Plan 3596)

CITY OF IQALUIT

RFP ISSUE DATE: August 25, 2022, 4 PM local (Iqaluit) time

PROPOSALS DUE: October 7, 2022, 4 PM local (Iqaluit) time



PROPOSAL CALL

Butler Building Site (Building 803, Lot 940, Plan 3596)

CITY OF IQALUIT

THE PROPOSAL CALL

The City is seeking proposals from proponents wishing to acquire from the City and develop the Butler Building Site, which is described legally as:

Lot 940, Plan 3596

(together with the improvement, “the Property”). The interest to be acquired is an equity leasehold interest in the land and full legal ownership of any improvements currently on the land.

The proponent will be required to state in general terms how the Property will be developed. Any use “permitted” on the Property under the City’s current Zoning Bylaw will be acceptable for the purposes of the Proposal Call. Alternative uses requiring a rezoning will not be considered. Proposals will be awarded points based on the evaluation criteria as described in this document.

ADMINISTRATION

The Chief Administrative Officer will administer the Proposal Call and will resolve any disputes.

ELIGIBILITY

To be eligible to bid, the Proponent:

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

SITE DESCRIPTION

The Property is currently owned by the City of Iqaluit and is not currently in use. The property is located within the area known as the Lower Air Base, in the Iqaluit Core



Area (downtown) (see context map, Appendix 'A-1'). Historically, the Lower Air Base area was occupied by the United States Air Force in the 1940s and later, the Canadian Air Force. The Property is rectangular shaped, with a reported total lot size of 1,196.5 m² and road frontage along both Aviq Street and Natsiq Street. The Butler Building is a rectangular four-unit residential building with a total area of approximately 312 m². The property is bordered by residential properties, some commercial properties, and roadway.

Based on information in an older Phase I ESA (Jacques Whitford Environmental Limited (now Stantec), 2004), the Property was originally developed for residential purposes by the federal government in 1948, to house people working for the local hospital. It was noted that historical aerial photos from 1972 to 2000 had shown only one building on-site, with no evidence of building alterations. Additionally, the surrounding area appeared to be occupied by residential buildings similar in style to the Butler Building from 1972 to the late 1980's, when newer residential and commercial units replaced the neighboring buildings. In 1999, the City received title to the property from the Government of the Northwest Territories and the property was at times used by the City for storage.

In 2021, Morrison Hershfield Ltd. (MH) was retained by the City of Iqaluit (the Client) to conduct a Phase II Environmental Site Assessment (ESA) and a Designated Substances Report (DSR) for the Butler Building property. The Butler Building (Building 803) is past its service life and the City wishes to demolish the building and repurpose the land. The Phase II ESA and DSR were completed as a due diligence measure, prior to building demolition and property repurposing, in response to the findings of a Phase I ESA.

The Phase II ESA confirmed that the property has been impacted above the applicable Site Condition Standards with petroleum hydrocarbons, particularly PHC F2 and F3. Based on the analytical results, the source of the contamination is diesel fuel or fuel oil (No. 1 or 2), on the northwestern portion of the property. The DSR confirmed that there are designated substances present that may require abatement. For the complete Phase II ESA and DSR assessment, please email Jared.Wright@colliersprojectleaders.com.

By submitting a proposal, the Proponent acknowledges and agrees that, if the Proponent's proposal is accepted,

- a) the reduced equity lease rent of \$1.00 is legal consideration for the Proponent's obligation and agreement to undertake remediation of the Property as and when set forth in the Proponent's proposal;
- b) the Property, including the improvements thereon, is accepted in its current condition.
- c) The Proponent shall be responsible for remediation of the Property, including the improvements thereon, in accordance with all applicable laws and the Proponent's proposal.
- d) The Proponent shall be required to indemnify the City against any claims by third parties arising from, caused by, or contributed to by the Proponent's failure to



- remediate contamination of the Property as and when set forth in the Proponent's proposal;
- e) the City shall not be obligated to consent to the transfer, assignment or sublease of the land lease to a third party unless and until the contamination has been remediated to the City's satisfaction, acting reasonably.

SUPPORTING DOCUMENTATION AND SITE VISIT

The City agrees to make available the following materials:

- Equity Lease Template (attached to this document as Appendix 'D').
- A Registered Plan of Survey for Lot 940 can be downloaded from the Canada Lands Survey System website: <http://clss.nrcan.gc.ca/map-carte-eng.php>. A CAD or GIS format version of the Registered Plan of Survey can be downloaded from the Canada Lands Digital Cadastral Data site: <https://open.canada.ca/data/en/dataset/1088fbca-1332-41b6-818f-f9e276515f48>. Note that Iqaluit cadastral data is Zone 19 in Nunavut.
- A copy of the Phase I ESA [Jacques Whitford Environmental Limited (now Stantec), 2004].
- A copy of the Phase II Environmental Site Assessment – Butler Building Disposal, Iqaluit, Nunavut. Morrison Hershfield, 2022.
- A copy of the Designated Substance Report – Butler Building Disposal, Iqaluit, Nunavut. Morrison Hershfield, 2022.
- A copy of the Zone Provisions that apply to the Property. Note that other Zoning By-law provisions related to parking, driveways and accessory buildings also apply to the Property but are not included in Appendix 'A-2'. The Zoning Bylaw is available on-line at: <https://www.iqaluit.ca/city-hall/departments/planning-and-development/general-plan-and-zoning-law>
- The following documents should be consulted as per the Evaluation Criteria below:
 - *City of Iqaluit General Plan By-Law No. 703* available at: <https://www.iqaluit.ca/city-hall/departments/planning-and-development/general-plan-and-zoning-law>
 - *Community Economic Development Plan, Part 1*, available at: <https://www.iqaluit.ca/content/community-economic-development-plan-2015-2019-part-i-overview>
 - *City of Iqaluit Strategic Plan*, available at: <https://www.iqaluit.ca/news/iqaluit-strategic-plan-2017-2022>



A voluntary site visit will be scheduled for 2 hours on September 14, 2022, at 4 PM. To confirm attendance at the site visit, please contact Jared.Wright@colliersprojectleaders.com by 4 PM local (Iqaluit) time on September 9, 2022.

PROCEDURES

1. Proposals shall be submitted at the City of Iqaluit via MERX (MERX.com): by October 7, 2022, at 4 PM local (Iqaluit) time. Proposals should not exceed 5 MB. No late proposals will be accepted. A hard copy may be delivered to the City of Iqaluit at 1085 Mivvik Street, Attention: Amy Elgersma, CAO.
2. All inquiries concerning this competition are to be directed by email only to Jared.Wright@colliersprojectleaders.com. Clarifications will be issued via written addenda and will be posted on the City of Iqaluit website. Verbal explanations or instructions will not be binding. The deadline for submitting inquiries will be September 23, 2022, at 4 PM local (Iqaluit) time. The City will post clarifications via addenda no later than September 30, 2022.
3. Each proposal shall be accompanied by the following:
 - a. a description of the proposal use including any relevant information based on the Proposal Call Evaluation Criteria noted below;
 - b. a completed Bid Form (Appendix 'B');
 - c. a completed Land Application Form (Appendix 'C');
 - d. a non-refundable proposal fee payment of \$600.00, payable to the City of Iqaluit.
4. The City will review each proposal against the Proposal Call Evaluation Criteria and each proposal will be given a point score. The maximum score is 100 points.
5. The City may, in its absolute discretion, accept an incomplete Proposal, but the Proposal shall be scored based only on the information provided.

PROPOSAL CALL REQUIREMENTS & EVALUATION CRITERIA

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

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

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



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

The City is seeking a Proposal that demonstrates an appropriate re-use of the site with consideration of possible future development as proposed in the General Plan. Proposals should consider the following items. This section of the proposal may not exceed 3 pages of text, 3 pages of drawings/sketches, and 1 page of schedule details.

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

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

The City is seeking a Proposal that demonstrates that the Proponent(s) have both the interest and ability to use and improve the site in accordance the City's planning, economic development, community enhancement, employment, and financial goals and objectives.

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

- a. Understanding of remediation requirements and subsequent remediation plan (10 points)
- b. Understanding of transfer of legal responsibility for remediation and development schedule, indemnifying City of liability and responsibility (10 points)
- c. Compliance with zoning by-law (10 points)
- d. Benefits of proposed development to the City and its residents, and adherence with the City's goals and values and General Plan (10 points)

3. Professional Experience (20 points)

Proponents should have demonstrated experience in either land development or business. The Proposal should elaborate on land development or business development considered relevant to the transfer of ownership and development of the site.

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

- a. Description of experience in building demolition and site remediation (5 points)



- b. Description of experience in overall design and construction of new developments (5 points)
- c. Demonstration of valid experience in developing mixed-use projects (5 points)
- d. Demonstration of valid experience in Northern developments (5 points)

SUBMISSION REQUIREMENTS

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

1. Proposed redevelopment use:
 - a. whether or not the proposed use is a permitted use in a Transportation Zone as per the *Zoning Bylaw No. 704* (see Appendix 'E').
 - b. if the use is not a permitted use in the Transportation Zone, a clear rationale for a proposed rezoning of the site.
 - c. how the proposed use addresses the Evaluation Criteria 1a. – 1d. above.
2. How the proposal will address the City of Iqaluit policy objectives as summarized in Criteria 2a. – 2d. above.
3. Development experience of the proponent as outlined in Criteria 3. above.
4. Price Proposal – submitted on the Bid Form.

Proposals are due October 7 at 4 pm local (Iqaluit) time.

CONDITIONS AND REQUIREMENTS

- 1) Within twenty (20) working days following notification of a successful proposal, proponents are required to pay by cash, major credit card, certified cheque, or a money order, a non-refundable deposit equaling the indicated Lot Price. If the deposit and payment is not received in the specified time frame, the City may accept another proposal or cancel the Proposal Call entirely without any liability to the successful proponent.
- 2) The successful proponent is required to enter into an equity land lease agreement with the City for the lands to which this proposal applies. The land lease shall be substantially in the form of an Equity Lease Template, attached hereto as Appendix 'D'.
- 3) It is the responsibility of the successful proponent to check the zoning regulations applicable to the land, the location of services and the encumbrances described and illustrated within the documents provided. The City accepts no responsibility for soil conditions, facility conditions, services availability, conditions, or locations, or the location of bedrock on the lot.



- 4) The existing improvements will be transferred to the successful proponent, in their current condition, without representation or warranty of any kind. The successful proponent shall be responsible for securing and maintaining the existing improvements until they are repurposed or demolished.
- 5) It will be a condition of the agreement that the proponent establish the proposed use and build any improvements on the Property in general accordance with their Proposal. Failure to establish the proposed use or to construct improvements as proposed may result in termination of the agreement and legal action.
- 6) Demolition and site remediation activities must commence within 12 months of the execution of the agreement. The successful proponent must demonstrate that design activities have commenced of any proposed development within 12 months of the execution of the agreement. Construction must be completed and the facility must be opened to the public for its final intended use within 48 months of the execution of the agreement
- 7) The City shall not be obligated to accept any of the proposals submitted and may choose to cancel the Proposal Call at any time.
- 8) Proposals shall be open for acceptance by the City until ninety (90) working days following the submission deadline.
- 9) The City of Iqaluit shall announce the successful proponent within ninety (90) working days following the submission deadline (local time) by email to the successful proponents and an announcement at City Hall. If the announcement of the successful proponent needs to be delayed, every applicant shall be notified of the date, time and location of the announcement.
- 10) It will be the responsibility of the successful bidder to acquire all permits prior to commencing any construction. Nothing herein waives or reduces the obligations of the successful proponent to comply with all applicable laws and bylaws in development the Property.
- 11) Upon finalizing the agreement, the proponent indemnifies the City of all legal responsibility and cannot make any claim against the City related to the land, the improvements, or any contaminants therein or thereon.
- 12) Construction is subject to the National Building Code, National Plumbing Code, Electrical Code, National Fire Codes, and all applicable by-laws of the City of Iqaluit.
- 13) The City cannot guarantee that awarding a contract to the proponent for the proposed use is a confirmation of servicing capacity for the proposed development.
- 14) Proponents and their agents will not contact any member of the City Council, City Staff or City Consultants with respect to this Call for Proposals, other than



the City Representative named in this Request for Proposal, at any time prior to the award of a contract or the cancellation of this Request for Proposal.

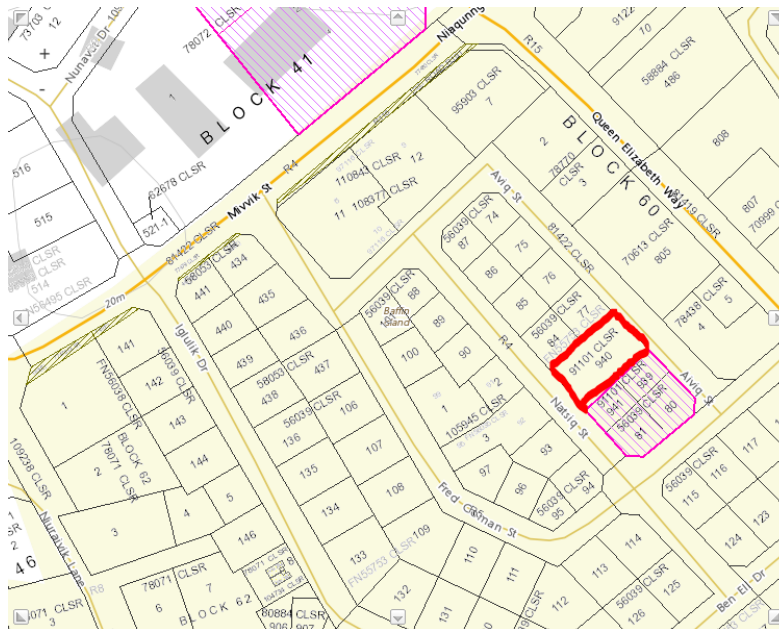
Notwithstanding the preparation of and submission of a Proposal by a Proponent, the City of Iqaluit reserves the right not to lease the Property even if all the criteria in this Proposal Call are met. The Proponent waives all and any claims against the City of Iqaluit relating to and/or arising from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

APPENDIX ‘A-1’ – CONTEXT MAPS

Location of subject site in relation to Iqaluit



The Registered Plan of Survey for Lot 940 can be downloaded from the Canada Lands Survey System website: <http://clss.nrcan.gc.ca/map-carte-eng.php>





APPENDIX 'A-2' – ZONING

A copy of Zone Provisions for the **Central Commercial Zone (B1[h13])** are included below.

Note that other Zoning By-Law provisions related to parking, driveways, accessory buildings, and other provisions also apply to the Property but are not included here. The full Iqaluit Zoning By-law is available on-line at: <http://www.iqaluit.ca/content/iqaluit-zoning-law-2010-704>

PERMITTED USES

15.1 The following uses shall be permitted in the B1 Zone:

- Automotive gas bar
- Bank
- Boarding House
- Business services
- Community centre
- Custom workshop, ancillary to a permitted use
- Day care centre
- Educational facility
- Emergency and protective services
- Home-based business
- Hotel
- Medical facility
- Office
- Parking lot
- Personal service establishment
- Place of assembly
- Research and development centre
- Restaurant
- Retail store
- Shelter
- Short term rental
- Studio
- Undertaker's establishment
- Utility installations

CONDITIONAL USES

15.2 The following use are conditional uses in the B1 Zone:

- Bar
- Dwelling unit

ZONE PROVISIONS

15.5 The following provisions shall apply in the B1 Zone:



- (a) Dwelling Unit in a portion of a Non-Residential Building
In accordance with the minimum dwelling unit area provisions of 11.7 hereof.
All other provisions of 15.2 (b) below shall apply.
- (b) Non-Residential Uses
 - Lot Area (min) 500 m²
 - Lot Frontage (min) 15 m
 - Yard Requirements (min)
 - Front 3 m
 - Rear 6 m
 - Interior Side 6 m when abutting a lot in a Residential Zone, 2 m in all other cases, or as required by the Fire Marshall
 - Exterior Side 3 m
 - Building height (max) [32] Maximum of 8 storeys, not to exceed 32 metres (By-law No. 741)
 - Building height (max) [h16] Maximum of 4 storeys, not to exceed 16 metres
 - Building height (max) [h13] Maximum of 3 storeys, not to exceed 13 metres



APPENDIX 'B'
PROPOSAL BID FORM

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

- a) I will be obligated to commence repurposing of the existing structures or redevelopment within 12 months (1 year) of the execution of the equity lease;
- b) I am accepting the Property in its current condition; and
- c) I will be obligated to sign the equity lease and to pay the full equity lease price of \$1.00 CAD with 20 days of being notified that my proposal has been accepted.

On that basis, I submit the following proposal:

1. ***Proposed price*** to be paid for equity lease for the property (expressed in Canadian dollars without GST) \$1.00.
2. General Description of Proposed use(s) of the Property

3. Short description of re-use confirming that the proposed development based on the requirements of the Zoning Bylaw

This Bid form must be accompanied by a completed Land Application form and a cheque or money order for \$600 (no GST), payable to the City of Iqaluit for a non-refundable Proposal Submission fee.

Company Name

Print name (authorized signatory)

Signature

Date

APPENDIX 'C'

Land Application Form

| Part 1 - Applicant Information (Required for All Forms of Applications) | | | | | |
|---|--|------|-----------------------------------|--|------|
| First Applicant | | | Second Applicant (if any): | | |
| Type of Applicant: | <input type="checkbox"/> Individual <input type="checkbox"/> Corporation <input type="checkbox"/> Non-market Housing Provider <input type="checkbox"/> Government or Housing Corporation (Corporations must complete Part 9 as well) | | Type of Applicant: | <input type="checkbox"/> Individual <input type="checkbox"/> Corporation <input type="checkbox"/> Non-market Housing Provider <input type="checkbox"/> Government or Housing Corporation (Corporations must complete Part 9 as well) | |
| Legal Name: | | | Legal Name: | | |
| Mailing Address | | | Mailing Address | | |
| | Daytime | Cell | | Daytime | Cell |
| Phone | | | Phone | | |
| Email | | | Email | | |
| Name of Contact for Corporation: | | | Name of Contact for Corporation : | | |

| Part 2 - Your Request: | | | |
|--|--|--|-----------------------------|
| What are you applying for? (check one only) | | Registration for Ballot Draw | Complete Parts 1 and Part 3 |
| | | Land Use Permit | Complete Parts 1 and Part 4 |
| | | Easement/Encroachment onto City Lands | Complete Parts 1 and Part 5 |
| | | Registration for Tender, Auction or Request for Proposal Bid | Complete Parts 1 and Part 6 |
| | | Lease of a Specific Parcel of Land? (if permitted by the Land Administration Bylaw) | Complete Parts 1 and Part 7 |
| | | Conversion or Renewal of Existing Lease | Complete Parts 1 and Part 8 |

| Part 3 - Ballot Draw Request (Complete if you are registering for a ballot draw) | | | |
|--|--|---|--|
| Date of Ballot Draw | | | |
| Provide this Information for Applicant 1 | | Provide this Information for Applicant 2 (if any) | |
| How many years of the last 10 have you ordinarily lived in Iqaluit? | | How many years of the last 10 have you ordinarily lived in Iqaluit? | |
| Have you or your current spouse previously owned a home in Iqaluit? | | Have you or your current spouse previously owned a home in Iqaluit? | |

| | | | |
|---|--|--|--|
| Do you or your current spouse now own or lease land zoned for residential use in Iqaluit? | | Do you or our current spouse now own or lease land zoned for residential use in Iqaluit? | |
| Are you Nunavut Inuit? | | Are you Nunavut Inuit? | |
| Are you the spouse of Applicant 2? | | Are you the spouse of Applicant 1? | |

| Part 4 – Land Use Permit Request (Complete if you are applying for a Land Use Permit) | |
|--|--|
| Describe Land you want to use (use legal description, street address or some other description sufficient to identify the land) | |
| Describe how you want to use the lands | |
| How long do you want to use the Land? | |

| Part 5 – Application for Easement or Encroachment on City Lands (Complete only if you are applying for an Easement or Encroachment Agreement) | |
|--|--|
| Describe your property (use legal description, street address or some other description sufficient to identify the land) | |
| Describe the City’s property you need to encroach upon or want an easement on (use legal description, street address or some other description sufficient to identify the land) | |
| Describe why you need the encroachment or easement | |

| Part 6 - Tender, Auction or Request for Proposal Registration (complete only if you are applying to bid on a tender, auction or request for proposals) | |
|---|--|
| Tender, Auction or Request for proposals Applied for: | |

| Part 7 - Lease of Specific Parcel of Land (Complete this part if you are applying to lease a specific parcel that is not part of a ballot draw, auction, tender or proposal call) | |
|--|--|
| Parcel you are applying for? (use legal description, street address or some other description sufficient to identify the land) | |

| | |
|--|---|
| Do you own or lease land next to this parcel? (If yes, describe your property by legal description, address, lease number or other description) | |
| How will you use the land? | |
| If there is more than one applicant, how will you hold title? | <input type="checkbox"/> Not Applicable (only one applicant) <input type="checkbox"/> As Joint Tenants <input type="checkbox"/> As equal Tenants in Common <input type="checkbox"/> As unequal Tenants in Common |
| Proposed Term of Lease (if less than standard 30 years) | |

| | |
|--|---|
| Part 8 – Renewal or Conversion of Existing Lease (Complete only if you are applying to renew or convert a lease you already have) | |
| What is your current Lease number? | |
| What type of lease do you need? (Normally only equity leases will be granted) | <input type="checkbox"/> Renewal of Standard Lease <input type="checkbox"/> Renewal of Equity Lease <input type="checkbox"/> Conversion of Standard Lease to Equity Lease |
| If there is more than one applicant, how will you hold title? | <input type="checkbox"/> Not Applicable (only one applicant) <input type="checkbox"/> As Joint Tenants <input type="checkbox"/> As equal Tenants in Common <input type="checkbox"/> As unequal Tenants in Common |
| Proposed Term of Lease (if less than standard 30 years) | |

| | |
|--|--|
| Part 9 – To be completed by all Corporations (other than Housing Corporation of Federal or Territorial Crown Corporations) | |
| In what jurisdiction are you incorporated? | |
| Provide the Addresses of any other property you own or lease in Iqaluit | |
| List any affiliated corporations that own or lease land in Iqaluit or otherwise may owe money to the City of Iqaluit. If there are none, please indicate this. | |

I/We attach the required fee of \$_____.

I/We certify the information in this application form is true as of this _____ day of _____, 20____.

Witness

Applicant
(or authorized representative of Applicant 1)

Witness

Applicant
(or authorized representative of Applicant 2)

APPENDIX ‘D’

City of Iqaluit Equity Lease Template



Lease # XXXXXXX

File # XXXXXX

DUPLICATE ORIGINAL LEASE

The **Municipal Corporation of the City of Iqaluit** (the “City”) being (or entitled to be) registered owner of an estate in fee simple subject to the encumbrances and interests provided by law, of land described as follows:

Lot XX
Block XX,
Plan XXXX,
Iqaluit

leases to **XXXXX** (the “Lessee”), of the City of Iqaluit, in Nunavut, all its estate and interest in the land to be held by the Lessee, as tenant, commencing the **1st day of XXX, 20XX** for a term of **Thirty (30) years**, at a total rent of XXXX (XXX) (“the Total Rent”), less an equity payment received in the amount of XXXX Thousand, XXX Hundred XXX Dollars and XXX Cents (XXXXX), leaving a balance owing of XXXX (XXXXX) (“the Rent Outstanding”) to be paid to the City in full upon execution of this lease or by regular payments as outlined in Clause no. 2 and subject to Clause no. 6, and subject to the following terms and conditions, and the reservations, exceptions, terms and conditions provided or implied at law.

THE PARTIES COVENANT AND AGREE AS FOLLOWS:

PAYMENT

1. The **Lessee** has elected to amortize the Rent Outstanding with interest at a rate of ten percent (10%) per annum compounded quarterly, payable by [quarterly] instalments of XXXX (XXXXX) each. The Lessee may choose to pay out the unamortized principal balance of the Rent Outstanding at any time during the term of this lease without notice, bonus or penalty. Upon request the City shall provide to the Lessee in writing the payout amount together with details supporting the calculation. The Lessee shall during the said term, pay the said rental and all taxes, rates and assessments charged upon the land or upon the Lessee in respect thereof.

ADJUSTMENT OF INTEREST RATE

2. The City may adjust the interest rate payable on the unpaid rental on the 5th anniversary of the commencement of this lease and on each 5-year anniversary thereafter. The interest rate payable shall be the rate then established by municipal bylaw for interest rates payable on equity leases. If no such bylaw is then in force, the interest rate set forth above shall continue in effect.

LATE PAYMENT FEE

3. Where any rental payment is outstanding longer than 30 days past its due date, the **Lessee** shall pay a late payment fee of 1.0% per month, compounded annually, or at such other rate as may be specified by bylaw passed by the City from time to time.

EQUITY

4. Upon receipt of payment in full of the Total Rent, including any interest owing, the annual lease rental will be reduced to one (\$1.00) dollar per annum for the balance of the term.

TRANSFER OF TITLE

5. The City has advised the Lessee that Article 14 of the Nunavut Agreement presently prevents the City from transferring fee simple title in the land to the Lessee. It is the intention of the parties hereto that the City transfer such fee simple title to the Lessee once this restriction ceases to apply. Accordingly, if, at any time during the term of this lease or any renewals or extensions thereof, the City is no longer restricted by Article 14 of the Nunavut Agreement from transferring fee simple title in the land, and there are no other legal impediments to doing so, and the **Lessee** has made payment in full of the "total rent", including any interest owing, fee simple title to the land shall, as soon as reasonably possible, be transferred by the City to the Lessee without the Lessee being required to pay any additional consideration other than such reasonable administration fee as the City may establish by bylaw from time to time for the preparation and execution of a transfer of the fee simple interest. The fee simple estate shall be free and clear of any financial encumbrances, but subject to any equities or encumbrances chargeable to the Lessees. The fee simple estate may be subject to non-financial registrations or statutory rights such as easements, utility rights of way and consents that are normally found registered against property of this nature and which do not affect the use, value or marketability of the property.

REFUND OF EQUITY

6. If this lease is *surrendered* with the consent of the City, rental paid by the **Lessee** shall be refunded in accordance with the provisions of the City's Land Administration By-Law in effect from time to time.

BOUNDARIES

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

LAND USE

8. The **Lessee** shall use the land for residential purposes only or such other use as may be permitted by the Zoning Bylaw, as amended from time to time.

CONSTRUCTION OF IMPROVEMENTS

9. The **Lessee** shall construct the following improvements on the land: a XXX that has a market value of not less than XXX. Construction of the improvements shall commence within XXXXX (XX) months of the effective date of this lease, and shall be completed within XXXXXX (XX) months of the effective date of this lease.

BREACH OF CONSTRUCTION OBLIGATIONS

10. The **City** may terminate this lease for failure to commence or complete construction of the improvements within the time required by Clause 9 of this lease or for failure to conform to local bylaws, construction standards or regulations applicable to the construction of such improvements.

EXISTING IMPROVEMENTS

11. The **Lessee** shall maintain the existing improvements now situated on the land, and any improvements which may be constructed on the land, in a manner and condition satisfactory to the City.

REMOVAL OF IMPROVEMENTS

12. If before the expiry of this lease the **Lessee** removes 50% or more of the improvements, excluding site development, placed on the land by the Lessee or its predecessors in leasehold title, without the written consent of the City, the City may, upon sixty (60) days' notice, terminate this lease without compensation, notwithstanding the provisions of Clause 23 hereof.

DAMAGE OR DESTRUCTION OF IMPROVEMENTS

13. If the improvements on the land are damaged by fire or other cause to the extent that the improvements cannot be occupied, the Lessee shall proceed with diligence to repair or rebuild the improvements. If:
- a) the improvements are not repaired or rebuilt within 36 months of the date of such damage or destruction to the point where the improvements may again be occupied; and
 - b) the Lessee is not then proceeding with diligence to complete such repairs or reconstruction,
- then the City may terminate this lease in the manner set forth in Clause 23.

ABANDONMENT OF IMPROVEMENTS

14. The City may terminate this lease if the **Lessee** causes improvements on the property to be boarded up or otherwise allows the improvements to remain unoccupied for any period in excess of 36 months without the written consent of the City.

LAND FILL

15. On the termination of this lease, the **Lessee** may sever and remove from the land all structures, fixtures, and improvements, belonging to the Lessee, saving and except any land fill (whether in the form of soil, topsoil, sand, gravel, rock, crushed rock, glacial till, concrete, asphalt, or any combination thereof).

RESTORATION

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

EASEMENTS

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

ACCESS

18. The City or any *person* authorized by the City may at all reasonable times, on reasonable notice and in a reasonable manner, enter upon the land for the purpose of examining the condition thereof.

ENVIRONMENT

19. Notwithstanding anything herein to the contrary, the **Lessee** shall, at all times, keep the land in a condition in compliance with City By-Laws and any provision at law having application.

REPLACEMENT GUARANTEE

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

SUBLEASE REQUIREMENT

21. The **Lessee** shall not assign, alienate or otherwise dispose of, and whether in whole or in part, this lease or the lessee's interest in the land without the consent of the City in writing. The City's consent shall be subject to the requirements of the Land Administration Bylaw in effect at the time such consent is requested, including the payment of fees that may be set by bylaw. **The Lessee acknowledges and agrees that the City may refuse to consent to a transfer of lease, assignment of lease, or sublease of the land if they Lessee has not completed the environmental remediation**

of the land (and any improvement thereon) to the satisfaction of the City acting reasonably.

CONSENT TO MORTGAGES

22. The **Lessee** shall not mortgage or charge, whether in whole or in part, this lease or the lessee's interest in the land without the consent of the City in writing. The City's consent shall be subject to the requirements of the Land Administration Bylaw in effect at the time such consent is requested, including payment of any fees that may be set by bylaw.

NON-COMPLIANCE

23. Where the City intends to terminate this lease because of non-compliance by the **Lessee** with any of the lessee's obligations hereunder, the City shall first provide not less than ninety (90) days' notice in writing of such intention to the Lessee and to each mortgagee and caveator with an interest registered against title to the land (such mortgagees and caveators being hereafter referred to as "Interested Parties") at the address of each of the Interested Parties shown on the Land Titles Office records in respect of such interest. Such written notice shall allow the Lessee or Interested Party to remedy the default or breach within the ninety (90) day period or to commence to remedy a default or breach reasonably incapable of being completely remedied within the ninety (90) day period, in which latter event, the remedial steps shall be diligently undertaken continuously to completion.

COMPLIANCE

24. The **Lessee** agrees to comply with all applicable laws, regulations and by-laws of the Federal Government, the Territorial Government, the City or any other governing body whatsoever that have been or may be enacted that in any manner affect the land or the **Lessee's** use of the land.

TERMINATION

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

TIME

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

WAIVER

27. The City shall not be deemed to have waived any breach by the **Lessee** of any of the covenants or agreements herein contained, unless such breach is waived in writing. A waiver shall relate only to the specific breach to which it refers.

IMPLICATION

28. No implied covenant or implied liability on the part of the City is created by the use of the words "demise and lease" contained herein. References herein to gender or number shall be construed and applied in grammatical conformity herewith

CITY PERMITS

29. Nothing in this lease relieves the Lessee from the obligation to comply with the Zoning Bylaw and other applicable bylaws in developing, maintaining or using the land.

SURVIVORSHIP

30. This lease ensures to the benefit of, and is binding upon, the City and the **Lessee** and his respective successors and assigns, in whatever capacity.

ADDRESS FOR NOTICES

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

To the City: Chief Administrative Officer
Municipality of Iqaluit
PO Box 460
Iqaluit, NT
X0A 0H0

To the Lessee: XXXXXXXXXXXX
P.O. Box XXX
Iqaluit, NU
X0A 0H0

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

IN WITNESS WHEREOF the parties have executed this agreement as of the _____ day of _____, 20__.

**THE MUNICIPAL CORPORATION OF
THE CITY OF IQALUIT**

Per.

Mayor

(SEAL)

Per. _____
Chief Administrative Officer

ACCEPTANCE

The Lessee accepts this lease of the land described above, to be held by him as tenant, subject to the conditions, restrictions and covenants express or implied in the lease.

Per. _____
XXXXXXXXXX – Lessee

(witness)

Postal address of Lessee
For the purpose of s. 25
Of the Land Titles Act:

P.O. Box XXX
Iqaluit, NU
X0A 0H0

