MUNICIPAL CORPORATION OF THE CITY OF IQALUIT, NU

BY-LAW # 1037

LAND DISPOSAL BY-LAW

A BY-LAW of the City of Iqaluit, a Municipal Corporation in Nunavut authorizing the City to dispose Real Property, pursuant to Section 53.5(5) of the Cities, Towns and Villages Act, R.S.N.W.T., 1988 c.C-8.

AND WHEREAS certain real property is available for disposal by the City of Iqaluit;

NOW THEREFORE the Council of the Municipal Corporation of the City of Iqaluit in a duly assembled meeting enact as follows:

1. That the Municipal Corporation of the City of Iqaluit is hereby authorized to dispose of the lands identified in the attached Schedule "A", which forms part of this by-law, by way of a *lease.*

2. That the Mayor and Chief Administrative Officer of the City of Iqaluit, or lawful deputy of either of them, are hereby authorized in the name and on the behalf of the City of Iqaluit, to execute all such forms of application, deeds, leases, indentures, and other documents as may be necessary to give effect to this By-law and to affix thereto the corporate seal of the City of Iqaluit as the act and deed thereof, subscribing their names in attestation of such execution. Notwithstanding section 42 of the Land Administration Bylaw, the lease shall be substantially in the form of the draft lease attached hereto, subject to such minor modifications as may be approved by the Mayor and Chief Administrative Officer.

3. That this By-law shall come into effect upon receiving third reading.

THIS BY-LAW READ a First Time this 25th day of August, 2026.

Solomon Awa
Mayor

Steve England
Chief Administrative Officer

THIS BY-LAW READ a Second Time this 25th day of August, 2026.

Solomon Awa
Mayor

Steve England
Chief Administrative Officer

READ a Third and Final Time this 22nd day of September, 2026.

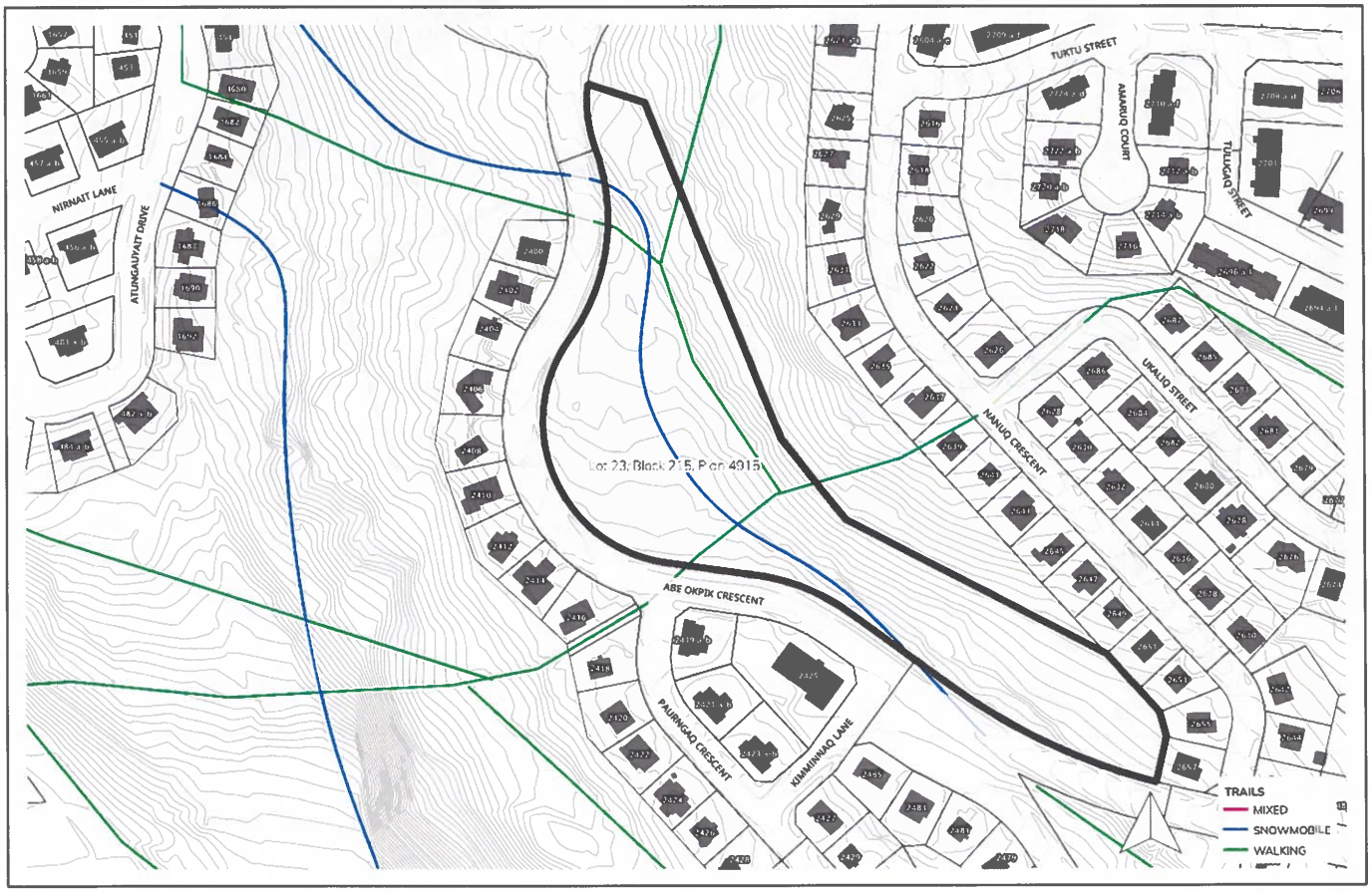
Solomon Awa
Mayor

Steve England
Chief Administrative Officer

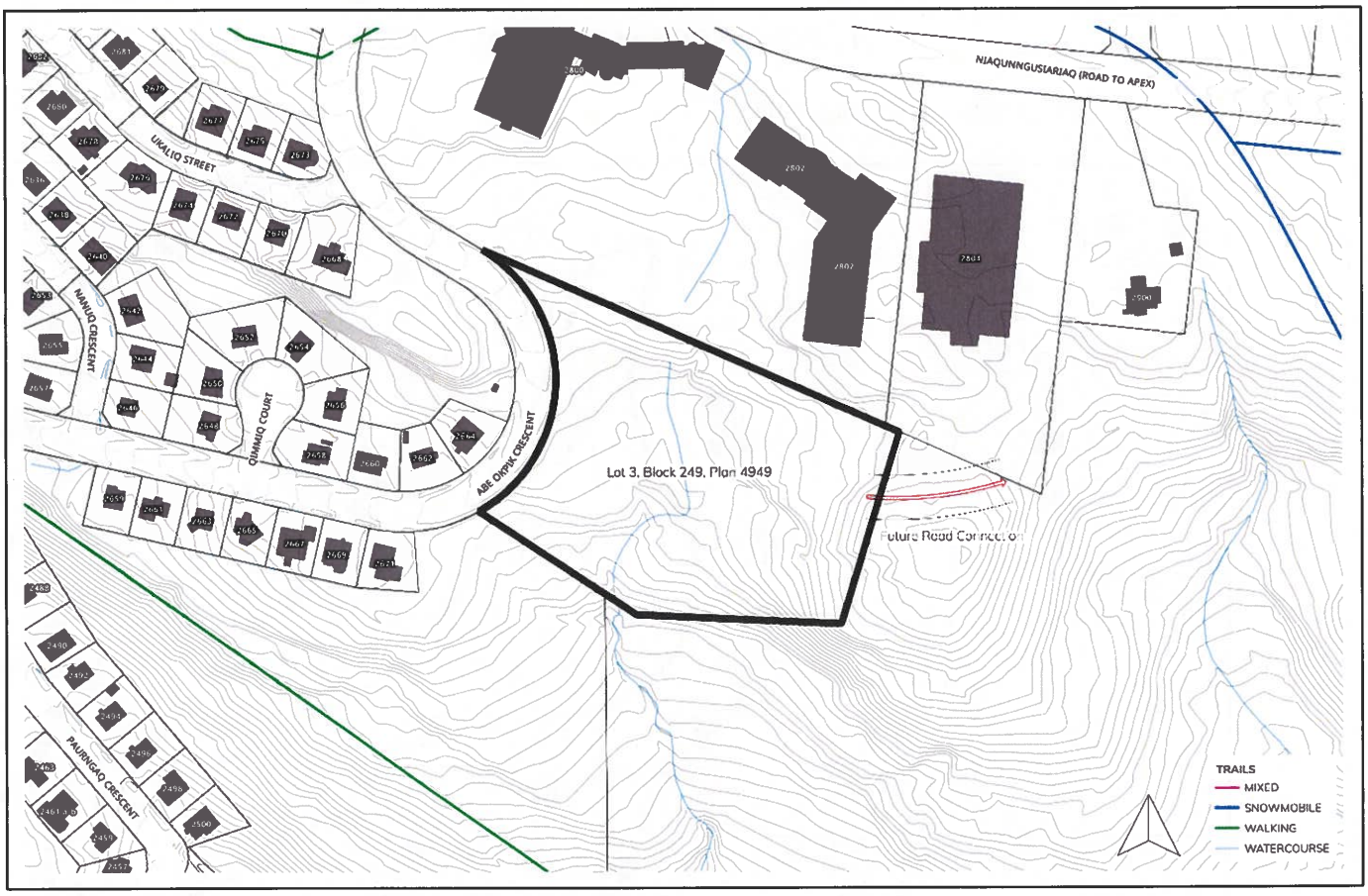
SCHEDULE "A"

LAND DISPOSAL BY-LAW # 1037

1. Lot 23, Block 215, Plan 4915



2. Lot 3, Block 249, Plan 4949



SCHEDULE "B" – PRE-SUBDIVISION (HEAD) LEASE TEMPLATES

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Iqaluit

City Of Iqaluit

Lease #XXXX
File # 4915-215-23

ORIGINAL LEASE

Pursuant to the **Land Disposal Agreement,** (the **"Agreement"**) executed on the x[th] Day of Month, 202x, made between the Lessor and Lessee as listed below, this lease agreement is made to accomplish the **Expansion of Tundra Ridge,** (the **"Subdivision"**). The **Agreement** shall form part of this lease and be registerable to any record(s) of title consequent of this 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 23
Block 215
Plan 4915
Iqaluit, NU

(the "land")

leases to **TOM FITZGERALD CONSTRUCTION INC.,** (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 **x day of Month, 202x** for a term of **Ninety-nine (99) years**, at a total rent of One Dollar ($1.00) plus any applicable Goods and Services Tax ("the Total Rent"), the receipt whereof, prior to the date hereof, is hereby acknowledged by the City.

This lease is subject to the reservations, exceptions, terms, and conditions provided or implied at law.

THE PARTIES COVENANT AND AGREE AS FOLLOWS:

COMPLIANCE

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

PAYMENT

2. The **Lessee** has paid in full the total rent in the amount of One Dollar ($1.00) plus any applicable Goods and Services Tax. The **Lessee** shall during the said term, pay all taxes, rates and assessments charged upon the land or upon the **Lessee** in respect thereof.

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 (12% annual percentage rate), 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.

REFUND OF EQUITY

5. 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. Upon subdivision of the land, the **City** shall apply the rental paid herein to one or more new leases acknowledging a pre-paid equity cost to be issued to the **Lessee** in substitution for this lease.

TRANSFER OF TITLE

6. 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 **Lessee**. 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.

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 design, development and construction purposes only to fulfil the objectives of the **Subdivision**.

DEVELOPMENT OF SUBDIVISION

9. The Lessee shall develop the **Subdivision** in a manner satisfactory to the City, acting reasonably. Construction of the **Subdivision** shall commence within thirty-six (36) months of the effective date of this lease and shall be completed within ten (10) years of the effective date of this lease unless an extension is otherwise granted by City Council.

BREACH OF CONSTRUCTION OBLIGATIONS

10. The City may terminate this lease if the Lessee:

a. fails to complete construction of the **Subdivision** within the time required by Clause 9 of this lease; or
b. fails to conform to local bylaws, construction standards, the **Agreement**, or regulations applicable to the construction of such improvements.

TRANSFER OF LEASE

11. The **Lessee** is strictly prohibited from transferring or subletting this lease to any third party without the prior written consent of the City. Any such attempt shall constitute a fundamental breach of this lease, entitling the City to terminate this lease. The City agrees to allow the transfer to a mortgagee or third-party purchaser as part of mortgage enforcement proceedings.

LAND FILL

12. On the termination of this lease, except where one or more new leases are issued in substitutions 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

13. On the termination of this lease, except where one or more new leases are issued in substitutions of this Lease, the **Lessee** shall deliver up possession of the land either with the improvements removed and the land restored to its original condition, or in accordance with **City By-laws**, other than improvements installed as of the subdivision process, which shall become the property of the City.

EASEMENTS

14. 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, under the Agreement, or with any improvements made by the **Lessee** on the land.

ACCESS

15. 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

16. 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.

CONSENT TO MORTGAGES

17. 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

18. 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.

TERMINATION

19. 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

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

WAIVER

21. 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

22. 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

23. 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

24. This lease enures to the benefit of, and is binding upon, the **City** and the **Lessee** and it's respective successors and assigns, in whatever capacity.

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Iqaluit

City Of Iqaluit

Lease #XXXX

File # 4949-249-3

ORIGINAL LEASE

Pursuant to the **Land Disposal Agreement,** (the **"Agreement"**) executed on the xth Day of Month, 202x, made between the Lessor and Lessee as listed below, this lease agreement is made to accomplish the **Expansion of Tundra Ridge,** (the **"Subdivision"**). The **Agreement** shall form part of this lease and be registerable to any record(s) of title consequent of this 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 3
Block 249
Plan 4949
Iqaluit, NU

(the "land")

leases to **TOM FITZGERALD CONSTRUCTION INC.,** (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 **x day of Month, 202x** for a term of **Ninety-nine (99) years**, at a total rent of One Dollar ($1.00) plus any applicable Goods and Services Tax ("the Total Rent"), the receipt whereof, prior to the date hereof, is hereby acknowledged by the City.

This lease is subject to the reservations, exceptions, terms, and conditions provided or implied at law.

THE PARTIES COVENANT AND AGREE AS FOLLOWS:

COMPLIANCE

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

PAYMENT

2. The **Lessee** has paid in full the total rent in the amount of One Dollar ($1.00) plus any applicable Goods and Services Tax. The **Lessee** shall during the said term, pay all taxes, rates and assessments charged upon the land or upon the **Lessee** in respect thereof.

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 (12% annual percentage rate), 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.

REFUND OF EQUITY

5. 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. Upon subdivision of the land, the **City** shall apply the rental paid herein to one or more new leases acknowledging a pre-paid equity cost to be issued to the **Lessee** in substitution for this lease.

TRANSFER OF TITLE

6. 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 **Lessee**. 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.

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8. The **Lessee** shall use the land for design, development and construction purposes only to fulfil the objectives of the **Subdivision**.

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9. The Lessee shall develop the **Subdivision** in a manner satisfactory to the City, acting reasonably. Construction of the **Subdivision** shall commence within thirty-six (36) months of the effective date of this lease and shall be completed within ten (10) years of the effective date of this lease unless an extension is otherwise granted by City Council.

BREACH OF CONSTRUCTION OBLIGATIONS

10. The City may terminate this lease if the Lessee:
    a. fails to complete construction of the **Subdivision** within the time required by Clause 9 of this lease; or
    b. fails to conform to local bylaws, construction standards, the **Agreement**, or regulations applicable to the construction of such improvements.

FUTURE ROAD

11. The Lessee shall preserve the future road connection identified by the City and shall ensure that the subdivision design does not obstruct or interfere with the future construction of that road connection by the City.

TRANSFER OF LEASE

12. The **Lessee** is strictly prohibited from transferring or subletting this lease to any third party without the prior written consent of the City. Any such attempt shall constitute a fundamental breach of this lease, entitling the City to terminate this lease. The City agrees to allow the transfer to a mortgagee or third-party purchaser as part of mortgage enforcement proceedings.

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13. On the termination of this lease, except where one or more new leases are issued in substitutions 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).

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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.

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20. 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.

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25. This lease enures to the benefit of, and is binding upon, the **City** and the **Lessee** and its respective successors and assigns, in whatever capacity.