



CITY OF YELLOWKNIFE

**Grace Lake South Residential Subdivision  
LOTS 8, 14, 29, & 31, BLOCK 569, PLAN 4690  
(102, 111, 114 & 115 Braden Blvd.)**

**Information Package**

Contents:

1. Important Notices
2. Ballot Draw Procedures
3. Lot Prices, Areas, Dimensions, Easements, and Grading Plan
4. Example Purchase Agreement
5. Zoning Regulations for RE – Residential Estate
6. Grace Lake South Area Development Plan By-law No. 4867



CITY OF YELLOWKNIFE

Grace Lake South Residential Subdivision  
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## **Important Notices**



## CITY OF YELLOWKNIFE

### IMPORTANT NOTICES

#### 1. SITE ACCESS:

##### a) For Viewing Purposes:

Persons wishing to view the properties available in the May 30, 2024 Ballot Draw are required to contact the City by e-mail at [landforsale@yellowknife.ca](mailto:landforsale@yellowknife.ca) or by calling (867) 920-5627 by May 24, 2024 for a schedule of available dates and times.

##### b) For Development Purposes:

Access to the properties for development purposes can be granted as of the date the Purchase Agreement is executed (the "Possession Date").

#### 2. ZONING:

All development must comply with the requirements of the City of Yellowknife's Zoning By-law No. 5045, as amended, the Grace Lake South Area Development Plan By-law No. 4867, and the Grading Plan for Grace Lake South. All applicants are encouraged to read the enclosed information carefully.

The properties are located within an area zoned RE – Residential Estate. Purchasers are advised that the RE zone is quite different from other zones in the City and contains a number of requirements that must be adhered to. Purchasers are strongly advised to review ALL of the requirements of the RE Zone as well as any other provisions of the City of Yellowknife Zoning By-law No. 5045, as amended, which may generally apply to the properties or within the City prior to purchasing one of the properties.

Sections of the Zoning By-law not included in the Information Package may be accessed on the City of Yellowknife website. If you have any questions, please contact the Lands and Building Services Division at (867) 920-5627.

#### 3. REQUIRED DEVELOPMENT

The properties are being sold on the explicit condition, amongst others, that a permitted use (the "Authorized Development") be physically established on-site within two (2) years of the date of sale according to the agreement. Purchasers are further required to obtain an approved development permit (if required) within one (1) year of the agreement. No site preparation work, landscaping or accessory development or uses are to commence unless the Purchaser has first obtained an approved development permit (if required) for the Authorized Development. Failure on the part of the Purchaser to comply with these or any of the other terms or conditions of the Purchase agreement will be deemed a default of the agreement and will result in termination of the agreement.



## CITY OF YELLOWKNIFE

### **4. AREA DEVELOPMENT PLAN AND DEVELOPMENT PERMITS**

The Grace Lake South Area Development Plan By-law No. 4867 outlines the general subdivision features. These features include sustainable building and site design, natural area preservation, and provisions for parks and a shoreline public recreational trail system. Development shall align with the policies set out in the Plan. If a development permit(s) is required, the development proposal will be assessed based on the policies as well as the Zoning By-law No. 5045, as amended.

### **5. BUILDING STANDARDS**

The City of Yellowknife Building By-law 5058 adopts the 2020 Nation Building Code (NBC). The By-law also specifies higher energy efficiency standards than outlined in the NBC.

### **6. SERVICING:**

#### a) Water and Sewer Services:

Only trucked water and sewer services are available in the Grace Lake South Residential Subdivision. Purchasers are required to contact the City's Department of Finance to register a utility account and to complete a Trucked Services Form for approval by the Department of Public Works.

#### b) Electrical Services:

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

#### c) Surface Drainage:

The City will reconstruct surface drainage within the road right-of-way based on the Grace Lake South Turnaround – Roadway Plan designed by Stantec in August 2022 ref. Dwg. No. C-101.

### **7. MATERIAL STORAGE:**

Purchasers are advised:

- a) that marshalling and storage of building material and/or equipment will not be permitted within the municipal road right-of-way (ROW); and
- b) to schedule the delivery and marshaling of building material and/or equipment in such a manner that it can be contained entirely within the boundaries of the property to be developed.

Please note should purchasers need to use the ROW they are to apply for an orderly use of highways permit.



CITY OF YELLOWKNIFE

**8. EASEMENTS:**

Purchasers are advised that easements affecting the properties are required as follows.

**Electrical Utility Easements:**

Purchasers are advised that the City and NAKA Power will be requiring a one (1) metre wide electrical easement all along the frontage inside the properties.

Purchasers are further advised that, in the event that title is transferred to the Purchaser before registration of the noted easements, the Purchase Agreement compels all Purchasers to execute such documents as may be necessary to register these interests with the Land Titles Office in the Northwest Territories. The costs of such registrations will be the responsibility of the City or the utility company, as the case may be.

**9. SUPPLEMENTARY NOTICE:**

Purchasers are strongly advised to review the Purchase Agreement and the information package provided for additional information.



CITY OF YELLOWKNIFE

Grace Lake South Residential Subdivision  
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(102, 111, 114, & 115 Braden Blvd.)

## **Ballot Draw Procedures**



CITY OF YELLOWKNIFE  
**BALLOT DRAW PROCEDURES**  
**GRACE LAKE SOUTH RESIDENTIAL SUBDIVISION**

**THE BALLOT DRAW FOR FOUR GRACE LAKE SOUTH RESIDENTIAL LOTS WILL BE HELD AT 10:00 A.M. THURSDAY, MAY 30<sup>TH</sup>, 2024, IN THE COUNCIL CHAMBER, LOCATED AT CITY HALL.**

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

1. Applications for a Ballot may be obtained:
  - a. Online: [www.yellowknife.ca/landforsale](http://www.yellowknife.ca/landforsale)
  - b. E-mail: [landforsale@yellowknife.ca](mailto:landforsale@yellowknife.ca)
  - c. In person: Customer Service, City of Yellowknife
2. Completed Ballot Draw Application, along with the \$1,000 Deposit, must be submitted to: Kristine Cook, Planning Coordinator, no later than **4:00 p.m. on Friday, May 24, 2024.**
3. Applicant means the individual or company who will enter into a Purchase Agreement with the City and to whom the lot will eventually be titled after satisfactory completion of the terms and conditions of said agreement.
4. If an Applicant cannot attend the Ballot Draw, an Agent may attend on their behalf. In these instances, both the Applicant and the Agent must sign the Ballot Draw Application.
5. Each applicant or agent on behalf of an application shall attend City Hall during the specified time of the draw.
6. All Applicants and Agents must be nineteen years of age and older.
7. Each Applicant is entitled to ONE Ballot only.
8. Applicants, or their Agents, must submit a deposit of ONE THOUSAND DOLLARS (\$1,000) (the "Deposit") at the same time as submitting their Ballot. The Deposit shall be in the form of cash, a certified cheque, money order, or bank draft made payable to the City of Yellowknife. The Deposit will be credited towards the land purchase. Personal cheque will not be accepted.



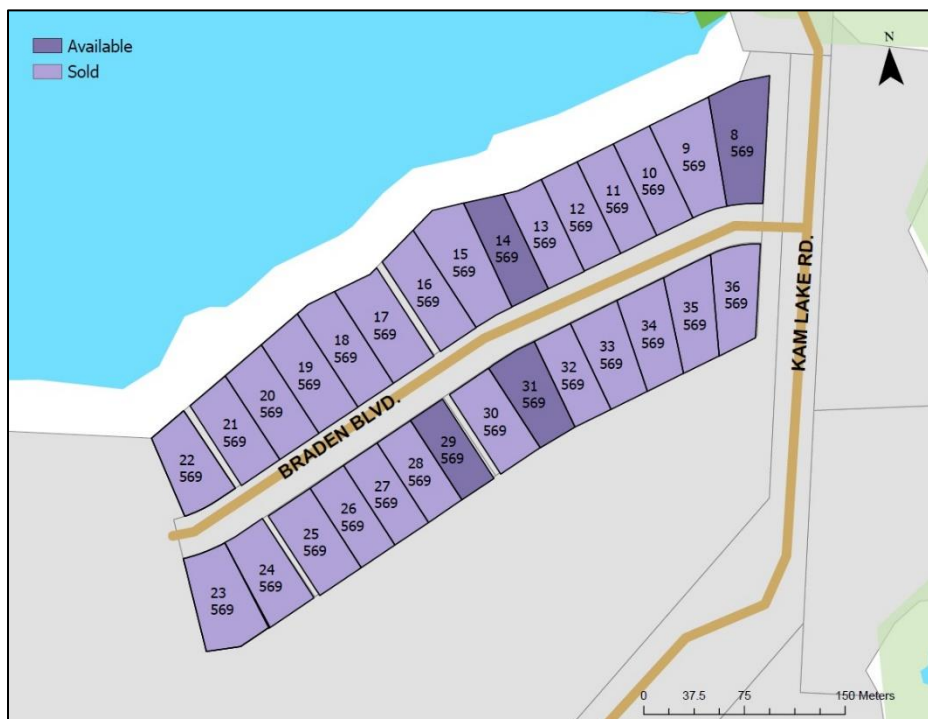
## CITY OF YELLOWKNIFE BALLOT DRAW PROCEDURES

### GRACE LAKE SOUTH RESIDENTIAL SUBDIVISION

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

#### **PROCEDURE**

1. A Ballot is required to participate in the ballot draw and to have an opportunity to purchase a Lot.
2. A Lot means a single parcel of land identified in the Grace Lake South Residential Subdivision Development Plan as shown below highlighted in dark purple:







## CITY OF YELLOWKNIFE BALLOT DRAW PROCEDURES

### GRACE LAKE SOUTH RESIDENTIAL SUBDIVISION

3. Ballots will be selected at random by a member of City Administration.
4. Applicants will confirm selection of a Lot on a prescribed form provided by the City of Yellowknife. At this time, they will receive a Purchase Agreement to review and sign.
5. Any ballot which, in the sole opinion of the City Manager, is illegible or includes erroneous legal descriptions shall not be accepted, and the bid deposit shall be refunded to the applicant or agent. The decision of the City Manager shall be final.
6. Applicants who have submitted a Ballot must be present or have their authorized Agent present at the time of the Ballot Draw. Should an Applicant or their authorized Agent not be present when their Ballot is drawn, the affected Ballot will be deemed invalid, and the Deposit shall be returned to the Applicant.
7. Should a conflict arise whereby:
  - a. The Director of a company and the company, or an Agent of either, both hold a Ballot; or
  - b. An Applicant and/or Agent acting on their behalf hold more than one Ballot.All affected Ballots shall be deemed to be invalid and voided, and the Deposit shall be refunded.
8. Applicants who are not selected, as well as those who are selected but choose not to select a Lot at the time of the Ballot Draw, shall have their Deposit refunded as soon as is practical after the Ballot Draw.
9. After the Applicant selects a Lot in the Ballot Draw, the Applicant shall be required to pay the balance of the 15% non-refundable deposit in secure funds (cash, bank draft, money order, or certified cheque) made payable to the City of Yellowknife and to sign a Purchase Agreement with the City of Yellowknife for the selected lot prior to 4:00 p.m. Friday, May 31, 2024.
10. In the event that a successful Applicant selects a Lot at the time of the Ballot Draw, but fails to enter into a Purchase Agreement within the time period specified in Item #19, the Deposit shall be forfeited absolutely to the City as liquidated damages and not as a penalty.
11. Applicants who were selected for a residential lot in the Grace Lake South Residential Ballot Draw are not eligible to be awarded a lot in the Niven Lake Residential Ballot Draw taking place on May 30<sup>th</sup>, 2024 at 2:00 p.m. As such, their ballot will be removed from the Niven Lake Residential Ballot Draw.

**Ballot Draw Application: May 30, 2024  
Grace Lake South Residential Subdivision &  
Niven Lake Residential Subdivision**



The Ballot Draw will take place on Thursday, May 30, 2024, in the Council Chamber, located at City Hall at:

**10:00 a.m. Grace Lake South Residential Subdivision and  
2:00 p.m. Niven Lake Residential Subdivision.**

- By signing this Ballot, you confirm that you have read the Ballot Draw Procedures for the Ballot Draw to be held on May 30, 2024, and accept the conditions therein contained.
- A \$1,000 Deposit (in secure funds) must be provided to the City at the same time the Ballot is submitted, no later than 4:00 p.m. Friday, May 24, 2024.
- The \$1,000 Deposit is non-refundable upon selection of a lot.

I/We hereby submit a Ballot for ONE standard developable residential parcel of land in:  
(check all that apply below)

Grace Lake South  
10:00 a.m.

and/or

Niven Lake  
2:00 p.m.

Applicant Information						
Name						
Telephone No.(s)	Home:		Work/ Cell:			
E-mail						
Mailing Address						
Civic Address						
Agent Information (if different from Applicant)						
Name						
Telephone No.(s)	Home:		Work/ Cell:			
Agent e-mail						
Mailing Address						
Civic Address						
Legal Description of the Property of Interest:						
<b>Grace Lake South</b>	Lot	<b>8/ 14/ 29/ 31</b>	Block	<b>569</b>	Plan	<b>4690</b>
<b>Niven Lake</b>	Lot	<b>80 /77/ 32</b>	Block	<b>308 / 309</b>	Plan	<b>4204</b>

**Ballot Draw Application: May 30, 2024  
Grace Lake South Residential Subdivision &  
Niven Lake Residential Subdivision**



The applicant understands and acknowledges that if they are the winner to purchase a lot in the 10:00 a.m. Ballot Draw for Grace Lake South: any ballot submitted for the 2:00 p.m. Ballot Draw Niven Lake will be withdrawn. For clarity, an applicant can only win one (1) residential lot.

Applicant's Signature	
Agent's Signature (if applicable)	
Date	

**FOR OFFICE USE ONLY  
BALLOT DRAW APPLICATION**

Ballot Number	Grace Lake South	G2024 – 05 –
	Niven Lake	N2024 – 05 –

\$1,000 Deposit	Cash/ Certified Cheque/ Money Order
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Signature of the City of Yellowknife staff	
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Date	
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**FOR OFFICE USE ONLY  
GRACE LAKE SOUTH & NIVEN LAKE  
BALLOT DRAW  
DATE: May 30, 2024**

**Legal Description of the Property of Interest:**

<b>Grace Lake South</b>	Lot	<b>8/ 14/ 29/ 31</b>	Block	<b>569</b>	Plan	<b>4690</b>
<b>Niven Lake</b>	Lot	<b>80/77 / 32</b>	Block	<b>308 / 309</b>	Plan	<b>4204</b>

Signature of the Applicant/Agent	
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Date	
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Signature of the City of Yellowknife staff	
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Date	
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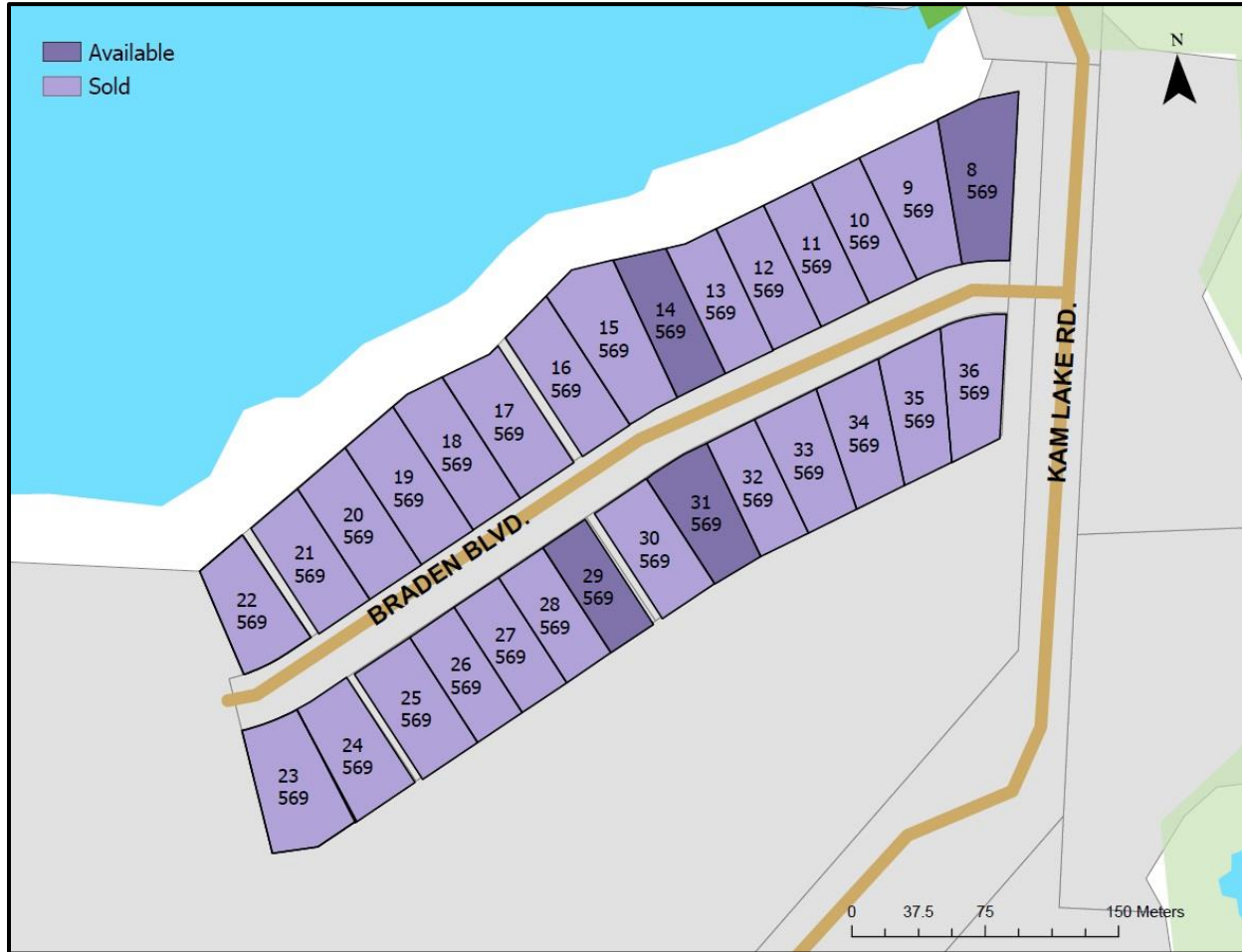
CITY OF YELLOWKNIFE

Grace Lake South Residential Subdivision  
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**Lot Prices, Areas, Dimensions,  
Easements, and Grading Plan**



CITY OF YELLOWKNIFE



Lot	Block	Lot size (m <sup>2</sup> )	Lot Size (ft <sup>2</sup> )	Purchase Price
8	569	3,253	35,017	\$152,000.00
14	569	2,431	26,173	\$160,000.00
29	569	2,013	21,663	\$115,000.00
31	569	2,434	26,199	\$135,000.00



CLIENT  
**City of Yellowknife**  
4807-52 Street P.O. Box 580  
Yellowknife, Northwest Territories  
867.920.5600 tel 867.920.5649 fax

CONTRACTANT  
**AECOM**  
#101 - 18817 Stony Plain Road NW  
Edmonton, Alberta  
780.486.7000 tel 780.486.7070 fax  
www.aecom.com

LEGEND

	LIGHT STANDARD
	TRANSFORMER
	JOINT USE PEDISTAL
	UNDERGROUND POWER CONDUIT
	DESIGN LOT ELEV (6x SPREAD ELEV)
	DITCH
	DIRECTION OF FLOW
	SWALE
	CULVERT
	LOT NUMBER

REGISTRATION

PROFESSIONAL ENGINEER  
REGISTERED IN CANADA  
Registration No. 10000  
PROJECT NUMBER: P-638  
The Engineers and Geoscientists  
Profession (Alberta) Act

ISSUE/REVISION

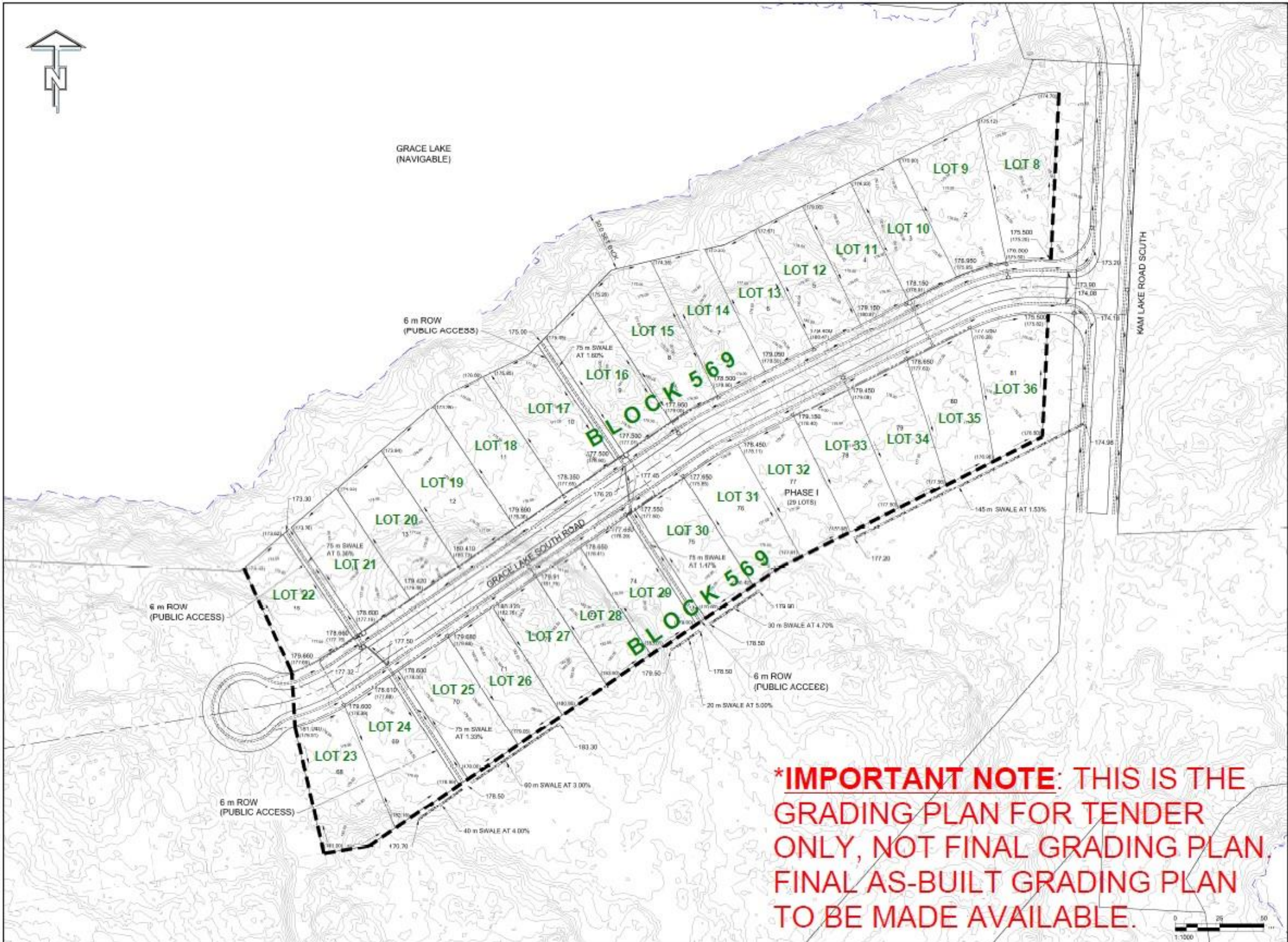
NO	DATE	DESCRIPTION
0	2016/03/31	ISSUED FOR TENDER
A	2016/02/08	ISSUED FOR 90% REVIEW

KEY PLAN

PROJECT NUMBER  
00344217

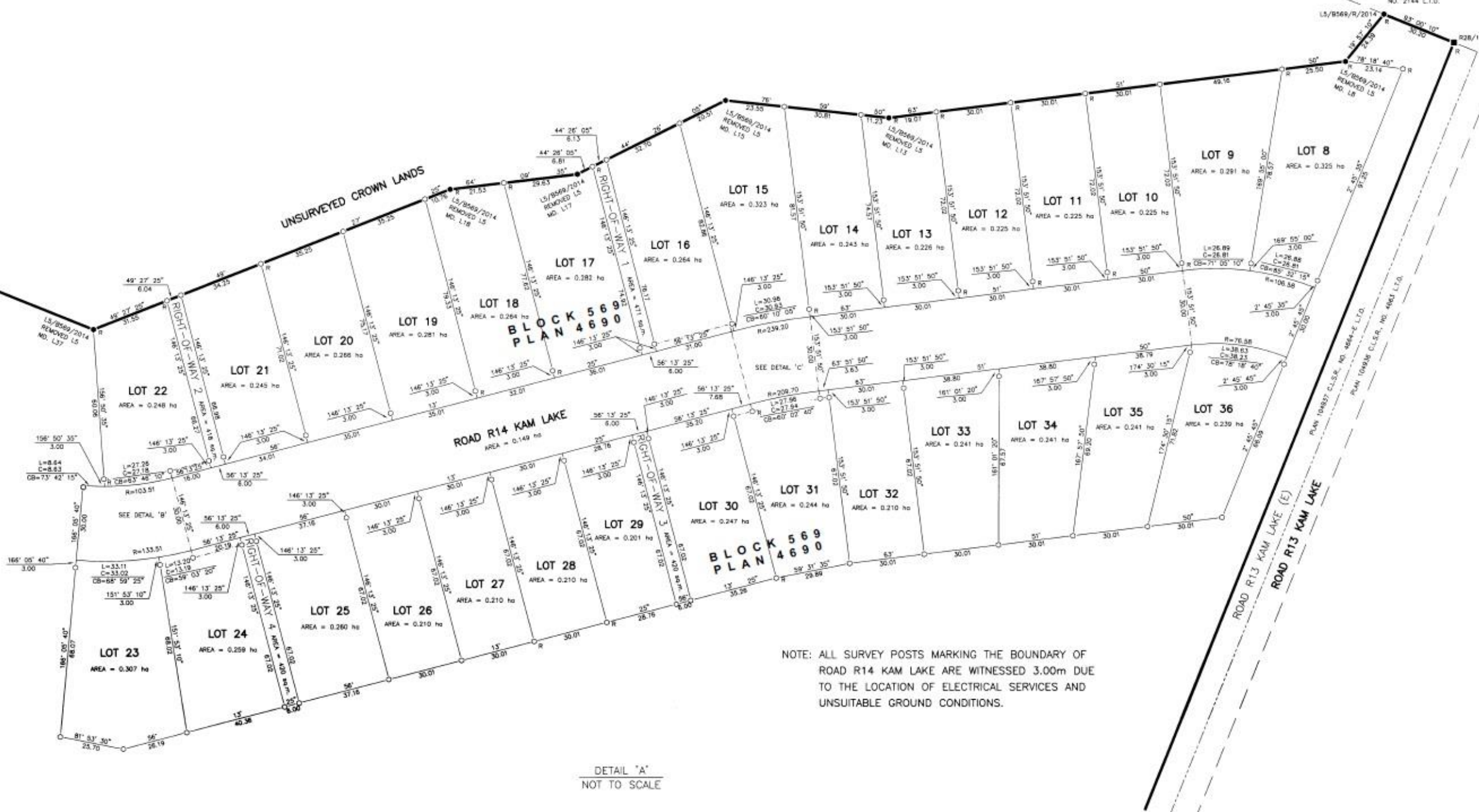
SHEET TITLE  
DRAINAGE AND LOT GRADING PLAN  
PHASE I

SHEET NUMBER  
60344217-SHT-00-C-1001



**\*IMPORTANT NOTE: THIS IS THE GRADING PLAN FOR TENDER ONLY, NOT FINAL GRADING PLAN. FINAL AS-BUILT GRADING PLAN TO BE MADE AVAILABLE.**





NOTE: ALL SURVEY POSTS MARKING THE BOUNDARY OF ROAD R14 KAM LAKE ARE WITNESSED 3.00m DUE TO THE LOCATION OF ELECTRICAL SERVICES AND UNSUITABLE GROUND CONDITIONS.

DETAIL "A"  
 NOT TO SCALE

**\*IMPORTANT NOTE:** PLAN OF EASEMENTS TO BE MADE  
AVAILABLE UPON CONFIRMATION FROM NORTHLAND  
UTILITIES LTD.





CITY OF YELLOWKNIFE

Grace Lake South Residential Subdivision  
LOTS 8, 14, 29, & 31, BLOCK 569, PLAN 4690  
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## **Example Purchase Agreement**

This Agreement made in duplicate the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**BETWEEN:**

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

(the "City")

OF THE FIRST PART

and

\_\_\_\_\_  
(the "Purchaser")

OF THE SECOND PART

**PURCHASE AGREEMENT**

**WHEREAS**

- A. The City wishes to sell the property, (the "Property"), legally described as: Lot  
Block  
Plan  
Yellowknife;
- B. The City has adopted disposal By-law No. XXXX;
- C. The City applied to the Federal Government on February 17, 2012 for an Order in Council (OIC) to waive the 100 foot Federal Reserve affecting the Property;
- D. The Purchaser wishes to purchase the Property in accordance with the terms and conditions contained herein;

**NOW THEREFORE**, this agreement witnesses that for and in consideration of the purchase price and the mutual covenants and agreements herein contained, the parties hereby covenant and agree as follows:

**1. DEFINITIONS AND INTERPRETATIONS**

- 1.1 In this Agreement, the following words and phrases when capitalized shall have the following meanings:

- a. **“Closing Date”** means \_\_\_\_\_, 20\_\_ (12 months from the date of execution of this Agreement), unless otherwise agreed to in writing by both parties;
- b. **“Purchase Price”** means the sum of \_\_\_\_\_, not including the applicable Goods and Services Tax, subject to adjustments as set out in this Agreement;
- c. **“Non-refundable Deposit”** means 15% of the Purchase Price;
- d. **“Balance of the Purchase Price”** means 85% of the Purchase Price more or less, subject to adjustments, if any, as set forth herein, not including the GST, payable on the Closing Date by certified cheque or solicitor’s trust cheque;
- e. **“Goods and Services Tax”** means the Goods and Services payable by the Purchaser to the City pursuant to the *Excise Tax Act* (5% of the Purchase Price), subject to the terms of this Agreement;
- f. **“Possession Date”** means the date of execution of this Agreement;
- g. **“Development”** means the carrying out of any construction or excavation or other operations in, on, over or under land, or the making of any change in the use or the intensity of use of any land or building;
- h. **“Permitted Uses”** means a use listed in a permitted use table that shall be approved with or without conditions provided the requirements and regulations of Zoning By-law No. 5045, as amended, are satisfied;
- i. **“Conditionally Permitted Use”** means a use listed in a conditionally permitted use table that may be permitted by Council after due consideration is given to the impact of that use upon neighboring land and other lands in the City, subject to Zoning By-law No. 5045, as amended;
- j. **“Approved Development Permit”** means a document authorizing a development issued pursuant to the City of Yellowknife Zoning By-law No. 5045, as amended;
- k. **“Permitted Encumbrances”** means those encumbrances described in Schedule “A” attached hereto including, without restriction, the caveat respecting the Option Agreement as contemplated within this Agreement; and
- l. **“Option Agreement”** means the agreement set forth in Schedule “B” attached hereto.

1.2 The captions and headings in this Agreement are for convenience and reference only and shall not be considered when interpreting the provisions of this Agreement. All references in this Agreement to Articles, Sections, and Schedules refer to the corresponding Articles, Sections, and Schedules of this Agreement.

- 1.3 All references to currency shall be in Canadian dollars.
- 1.4 Any reference in this Agreement to a statutory enactment of any Government Authority shall include all amendments thereto and substitutions therefore from time to time.
- 1.5 This Agreement shall be interpreted and enforced in accordance with the laws of the Northwest Territories.
- 1.6 In the event that the Closing Date or any other dates stipulated in this Agreement is not a Business Day, the said closing dates or such other dates shall be deemed to be the next regular day of business.

**2. PURCHASE AND SALE**

- 2.2 The Purchaser hereby agrees to purchase the Property subject only to the Permitted Encumbrances, and free and clear of all tenancies, for the Purchase Price and the City hereby agrees to sell the Property to the Purchaser in accordance with the terms and conditions herein set out.
- 2.3 The Purchaser hereby agrees that the Property shall be subject to a municipal access easement for the purposes of shoreline maintenance and improvements, including but not limited to the construction, installation, anchoring, and maintenance of the seasonal floating boardwalk.
- 2.4 The Purchaser hereby agrees that the Property may be subject to drainage easements and electrical/utility easements (for the provision of electrical and cable services) and that such easements will be evidenced by registration of a caveat or caveats against the title to the Property. The Purchaser further agrees and covenants with the City, in the event that title to the Property is transferred to the Purchaser before the said caveat or caveats are registered, to execute such other documents as may be necessary to permit registration of the said easements with the Land Titles Office in the Northwest Territories.

2.5 The Purchase Price is \_\_\_\_\_ DOLLARS (\$ .), plus applicable Goods and Services Tax (GST), and shall be paid as follows:

a. Upon execution of this Agreement:

\_\_\_\_\_ DOLLARS (\$ . ) the Non-refundable Deposit paid on the \_\_\_\_ day of \_\_\_\_\_ 20\_\_, the receipt of which the City hereby acknowledges;

b. Within twelve (12) months of execution of this Agreement:

\_\_\_\_\_ DOLLAR S (\$ . ) representing the Balance of the Purchase Price; and

c. Goods and Services Tax means the Goods and Services Tax in the amount of \$\_\_\_\_\_, payable on the Closing Date by certified cheque or solicitor’s trust cheque.

- 2.6 To the extent that this transfer of Property between the Purchaser and the City is subject to GST, it is understood and agreed between the parties that:
- a. if the Purchaser is not a registrant, the Purchaser shall be required to pay applicable GST to the City on the Closing Date;
  - b. if the Purchaser is a registrant, the Purchaser shall not be required to pay GST to the City provided the Purchaser provides the City with its GST number and a duly executed copy of the GST undertaking attached as Schedule "C" hereto.

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

### **3. CONVEYANCING MATTERS**

- 3.1 Vacant possession of the Property shall be given to the Purchaser at 12:00 o'clock noon on the Possession Date, but the Purchaser shall not be entitled to obtain title to the Property until the Balance of the Purchase Price for the Property has been paid in full. The Purchaser shall be responsible for the payment of all property taxes on the Property as of the Possession Date and the Purchase Price shall be subject to adjustment for property taxes, if any, on the Closing Date.
- 3.2 If the City agrees to accept late payment of the Balance of the Purchase Price, the Purchaser shall pay interest at **21.6%** per annum to the City calculated daily from and including the Closing Date to but excluding the day that the Balance of the Purchase Price is paid in full.
- 3.3 Upon being granted possession of the Property, the Purchaser shall assume all risks and liabilities with respect to the Property.
- 3.4 The City is not obliged to accept payment of the Balance of the Purchase Price after the Closing Date, but the City may agree to accept late payment, subject to reasonable trust conditions.
- 3.5 The City shall provide a registrable Transfer of Land to the Purchaser when the Balance of the Purchase Price has been paid in full on reasonable trust conditions which will allow the transaction to close in accordance with the terms hereof, including the requirement to register the City's caveat or caveats respecting the Option Agreement.
- 3.6 In the event that the City fails to perform its obligations hereunder, the Purchaser's deposits shall forthwith be releasable to the Purchaser without interest. In the event that the Purchaser fails to perform its obligations hereunder, the City shall be entitled to retain the Purchaser's deposits as being automatically forfeited to the City on account of liquidated damages without prejudice to the City's ability to enforce any rights or remedies which the City may have under this Agreement, in law or in equity.

**4. CONDITIONS OF THE PROPERTY**

- 4.1 For the purposes of this Agreement, the parties agree that the Property is sold in an “**as is condition**” and the City makes no warranty or representation as to the developability of the Property, nor with respect to any soil conditions or other geotechnical considerations or services available to the Property, and the Purchaser further acknowledges that the Purchaser has inspected the Property and is aware of all physical and legal aspects pertaining to the Property, and that this agreement contains the entire agreement between the parties and cannot be modified in any way except by further agreement in writing, signed by each of the parties hereto.

**5. IMPROVEMENTS TO THE LAND**

- 5.1 The City and the Purchaser agree that the Purchase Price for the Property includes the following:
- a. Primary electrical power utilities (mains) adjacent to the Property;
  - b. The construction of a public road and storm drainage ditch adjacent the road where applicable. The Purchaser acknowledges that the decision whether and when to pave the road shall be at the City's sole discretion; and
  - c. Development of trail, boardwalk, buffer, and open space as outlined in the Grace Lake Development Scheme 2012 and any development permit issued in respect thereof.
- 5.2 The City and the Purchaser agree that development of the Property access and installation of driveway culverts shall be the responsibility and at the sole cost of the Purchaser and shall form part of the Development Permit Application submission by the Purchaser. Culverts and site access shall be installed in accordance with the City of Yellowknife standards and be approved by the Department of Public Works prior to installation.
- 5.3 The City and the Purchaser agree that the Purchase Price for the Property does not include the following:
- a. The cost of trucked water and sewer services These services shall be charged in accordance with the Fees & Charges By-law No. 4436;
  - b. The cost of electrical and cable services from the electrical mains to the Property or to any proposed buildings;
  - c. Any cost associated with stripping, grading, drainage, landscaping, or site finishing from subgrade to final grade that the City may require the Purchaser to do or that the Purchaser may determine to be necessary to facilitate its development.

## **6 DEVELOPMENT REQUIREMENTS AND OPTION**

- 6.1 The Purchaser acknowledges that the City has only agreed to sell the Property because of the Purchaser's expressed intention to construct its development thereon. Without a commitment to construct, the City would not sell the Property to the Purchaser. It is therefore a Condition Precedent of this Agreement and a fundamental obligation of the Purchaser to ensure that the development is built within the time stated and in compliance with the conditions of this Agreement and with the development standards, policies, and by-laws of the City. The covenant of the Purchaser to so develop is a fundamental term of this agreement running with the Property in favour of the City and shall not merge on transfer of title.
- 6.2 The Purchaser covenants to obtain an **Approved Development Permit** for a *Permitted Use*, for RE on the Property **within twelve (12) months from the Possession Date**.
- 6.3 The Purchaser covenants to **complete construction of the development** on the Property **within twenty-four (24) months from the Possession Date**. The Purchaser further acknowledges, covenants, and agrees that if the Purchaser fails to satisfy this requirement, the City shall have the option to repurchase the Property in accordance with the Option Agreement attached hereto as Schedule "B". Concurrently with this Agreement, the Purchaser shall execute and deliver the Option Agreement to the City and the City shall be entitled to register the Option Agreement against title to the Property by way of caveat.
- 6.4 Should any dispute arise as to whether the City is entitled to exercise the option to repurchase the Property granted hereunder, the Council for the City of Yellowknife may appoint a single Arbitrator to whom all questions of fact shall be referred for determination. The decisions of the Arbitrator shall be final and binding. Except as provided herein, the provisions of the *Arbitration Act* of the Northwest Territories shall apply.
- 6.5 In addition, the Purchaser covenants and agrees that it shall not sell, transfer, or lease the Property to any third party without first obtaining an Approved Development Permit for a *Permitted Use* or *Conditionally Permitted Use* on the Property in accordance with all applicable building permits, development permits, development agreements, by-laws, regulations, building and safety codes, and restrictions affecting the Property and the Development. The Purchaser further acknowledges that the City shall also have the option to repurchase the Property in accordance with the Option Agreement attached hereto as Schedule "B" in the event that the Purchaser sells, transfers or leases or purports to sell, transfer or lease, the Property prior to commencement and completion of the Development as required within this Agreement.
- 6.6 Notwithstanding anything contained in this agreement, if the Purchaser is not able to obtain an Approved Development Permit for its intended development, this agreement shall be terminated and all deposit monies paid by the Purchaser to the City shall be forfeited absolutely to the City as liquidated damages and not as a penalty.

- 6.7 For the purposes of this agreement, development of the Property shall be deemed to be complete upon issuance of an Occupancy Permit approved by the Building Inspections Division of the City of Yellowknife and when the conditions of the Development Permit for the primary residence have been met.
- 6.8 The Purchaser hereby acknowledges that title to the Property is subject to a 100 foot Federal Reserve. The Purchaser acknowledges that no permanent structures are permitted within the Federal Reserve. However, accessory structures, which do not have a permanent foundation, may be permitted in the 100 foot Federal Reserve subject to the requirements of Zoning By-law No. 5045, as amended from time to time.
- 6.9 The City will install a seasonal floating boardwalk in the future as shown in the Grace Lake Residential Development Scheme. The Purchaser hereby acknowledges that a private dock will not be permitted prior to the installation of the seasonal floating boardwalk. The Purchaser must apply to the City prior to the installation of any kind of private dock to ensure that these efforts are coordinated and that the private dock is attached to the City's seasonal floating boardwalk. A private dock for a waterfront lot is subject to the approval of Fisheries and Oceans Canada (DFO).
- 6.10 Pursuant to Zoning By-law No. 5045, as amended from time to time, and the Grace Lake Waterside Residential Development Scheme, the Purchaser hereby acknowledges that the Purchaser or any subsequent Property Owner is not permitted to develop and/or facilitate vehicular access to the water's edge. The Purchaser acknowledges and agrees that the City shall be entitled to register Section 6.10 against title to the Property by way of caveat.
- 6.11 The Purchaser acknowledges that it is his responsibility to determine which building permits, development permits, by-laws, regulations, building and safety codes, and restrictions affecting the Property and the Development are relevant and applicable for the purposes of his purchase and development and it is his responsibility to read, gain understanding of, and act in full accordance with the same.
- 6.12 Nothing in this Agreement waives and nullifies the Purchaser's obligations to comply with provisions of all applicable federal, territorial and municipal laws, including, but not limited to, the City of Yellowknife Zoning By-law No. 5045, as amended from time to time.
- 6.13 The Purchaser hereby acknowledges that he has read and understands this Agreement and all Schedules attached hereto.



## **7 SECURITY FOR DEVELOPMENT REQUIREMENTS**

- 7.1 On closing, the Purchaser will deliver to the City a Transfer of Land into the name of the City to be held in trust for use in accordance with the terms of this Agreement.
- 7.2 The City shall be entitled to register and maintain a caveat or caveats against title to the Property, to protect the City's interest therein and covenants contained in this Agreement to be performed by the Purchaser, until completion of the development and payment of all monies required to be paid hereunder.
- 7.3 Upon completion of the Development to the reasonable satisfaction of the Development Officer and upon the Purchaser complying with the terms and conditions of this Agreement, the City shall issue a Withdrawal of Caveat to be registered by the Purchaser, at the Purchaser's expense, and shall return to the Purchaser the unregistered Transfer of Land into the name of the City.

## **8 DEFAULT OF DEVELOPMENT OBLIGATIONS**

- 8.1 If the Purchaser fails to obtain an Approved Development Permit and complete development within the time provided, the City may declare the Purchaser to be in default of its fundamental obligations under this Agreement. In that event, the City will have the right to:
- a. take immediate possession of the Property;
  - b. register the Transfer of Land in the name of the City;
  - c. refund to the Purchaser all amounts paid by it, less:
    - i. all Deposits;
    - ii. any expenses incurred by the City in clearing and restoring the Property to its original condition, including all costs necessary to remove any foundations or debris or other material;
    - iii. any sum required to obtain a discharge of mortgage, lien, or security interest registered against title;
    - iv. the cost of registering the Transfer of Land;
    - v. any legal fees or expenses paid by the City to its solicitors as to enforce its rights under this agreement; and
  - d. recover from the Purchaser any expenses or amounts paid by the City under provisions of this paragraph which are in excess of the amounts previously received from the Purchaser by the City.



- 9.4 The Purchaser shall not be entitled to assign this Agreement, either in whole or in part, without the prior written consent of the City.
- 9.5 Nothing contained herein shall preclude the City from resorting to any remedy provided by law in respect of any breach hereof or any right, interest or claim of the City hereunder, and the waiver of any term of this agreement in any instance shall not be deemed to be a general waiver of any other term of this agreement.
- 9.6 The City warrants:
- a. that the Purchaser may enter upon the Property prior to the Possession Date to perform geotechnical testing only, subject to any Municipal Regulations or Policies that may apply and any operational requirements of the City for the installation of municipal infrastructure and other essential services for the subdivision; and
  - b. that the City will manage the Property as a prudent owner from the date of this agreement to the Possession Date.
- 9.7 Time is of the essence with respect to the completion and fulfilment of all the terms, covenants, and conditions of this agreement.
- 9.8 In addition to anything else contained in this agreement, the Purchaser agrees that a copy of this agreement may be registered against the title of the Property by way of caveat until the required development of the Property has been completed, at which time the City will prepare a withdrawal of caveat document to be registered by the Purchaser at the Purchaser's own expense. Further, the City agrees to provide a postponement of the caveat registration in favour of any bona fide mortgage lender for the purchase of the Property or development of the Property.
- 9.9 This Agreement shall constitute the entire agreement between the parties and the parties acknowledge that there are no other representations, conditions, or warranties with respect to this Agreement other than those which are contained herein. The following schedules shall form part of this Agreement:
- i. Schedule "A" – the Property and Permitted Encumbrances;
  - ii. Schedule "B" – the Option Agreement;
  - iii. Schedule "C" – GST Undertaking; and
  - iv. Transfer of Land.
- 9.10 Whenever the singular or masculine is used throughout this Agreement the same shall be construed as meaning the plural or feminine or a body corporate where the context or the parties so requires, and in the case of two or more purchasers, the covenants herein contained on their part shall be deemed joint and several.

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

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

(seal)

Per: \_\_\_\_\_  
**PLANNING ADMINISTRATOR**

**WITNESS**

**PURCHASER**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

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

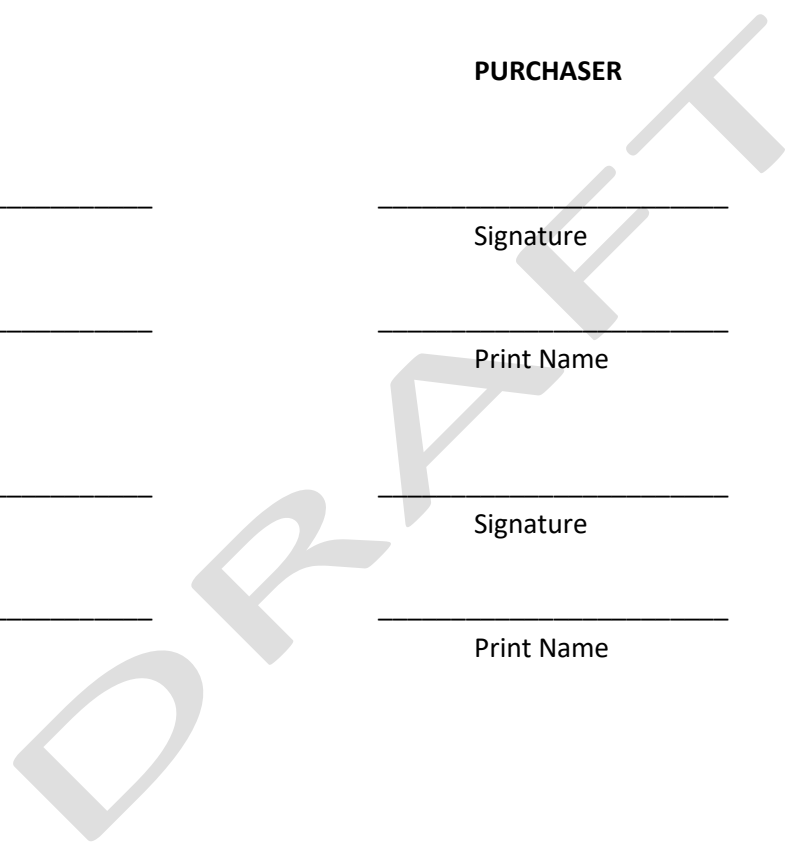
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Signature

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Signature

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

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



## SCHEDULE "A"

### PROPERTY AND PERMITTED ENCUMBRANCES

#### The Property

Lot \_\_\_\_\_

Block \_\_\_\_\_

Plan \_\_\_\_\_

Yellowknife

#### Permitted Encumbrances

- (a) Caveat re: Municipal Access Agreement
- (b) Municipal Drainage Easement (if applicable)
- (c) Utility Right of Way/Caveat re: Electrical (if applicable)
- (d) Caveat re: Option to Purchase (in favour of City)
- (e) Caveat re: Section 6.10 (if applicable)

DRAFT

**SCHEDULE "B" – THE OPTION AGREEMENT**

This Agreement made in duplicate the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

OPTION TO PURCHASE

**BETWEEN:**

\_\_\_\_\_

(the "Grantor")

and

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

(the "Grantee")

**WHEREAS:**

A. Pursuant to a Purchase Agreement dated \_\_\_\_\_, 20\_\_, between the Grantor and the Grantee (the "Purchase Agreement"), the Grantor purchased from the Grantee all those lands and premises legally described as follows:

Lot \_\_\_\_\_

Block \_\_\_\_\_

Plan \_\_\_\_\_

Yellowknife

(the "Lands")

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

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

**NOW THEREFORE**, in consideration of the Grantee to sell the Lands to the Grantor, and in payment of the sum of ONE (\$1.00) DOLLAR to the Grantor by the Grantee, the receipt and sufficiency of which is hereby wholly acknowledged, it is hereby agreed that:

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

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

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

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

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

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

*(Seal)*

Per: \_\_\_\_\_  
**PLANNING ADMINISTRATOR**

**WITNESS**

**GRANTOR**

\_\_\_\_\_  
Signature

)  
)

\_\_\_\_\_  
Signature

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

)  
)

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



**SCHEDULE "C" – GST UNDERTAKING**

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

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

Municipal Address: \_\_\_\_\_

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

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

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

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

Dated at the City of Yellowknife in the Northwest Territories this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

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

(c/s)

**AFFIDAVIT OF EXECUTION**

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

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

SWORN before me at the City of Yellowknife )

in the Northwest Territories this \_\_\_\_ day )

of, \_\_\_\_\_ 20\_\_\_. )

\_\_\_\_\_ )

\_\_\_\_\_ )

\_\_\_\_\_ )

A Commissioner for Oaths in and for the )  
Northwest Territories. )

Commission expires: \_\_\_\_\_ )



CITY OF YELLOWKNIFE

Grace Lake South Residential Subdivision  
LOTS 8, 14, 29, & 31, BLOCK 569, PLAN 4690  
(102, 111, 114, & 115 Braden Blvd.)

**Zoning Regulations for RE – Residential Estate**

**10.4. RE – Residential Estate**

**10.4.1. Purpose**

To provide an area for low Density residential Dwellings outside the built up area, that has an immediate access to outdoor and water recreation. This Zone is limited to the current zoning boundary and is not intended to support further Residential Estate Development.

*Table 10-11: RE Permitted and Discretionary Uses*

Permitted	Discretionary
Dwelling <ul style="list-style-type: none"> <li>• Single Detached</li> <li>• In-Home Secondary</li> <li>• Detached Secondary</li> <li>• Factory-Built</li> </ul>	Dwelling <ul style="list-style-type: none"> <li>• Duplex</li> </ul>
Home Based Business	Similar Use
Public Parks	
Public Utility Uses and Structures	
Short-Term Rental Accommodation	
Temporary Building or Structure	
Urban Agriculture, Community	

*Table 10-12: RE Residential Estate Regulations*

RE - Regulations	Single Detached	Single Detached Factory-Built Dwelling	Duplex
Minimum Lot Width	30 m	30 m	30 m (15 m subdivided)
Maximum Lot Coverage			
Principal Building	35% combined	35% combined	35% combined
Accessory Building			
Maximum Height			
Principal Dwelling	12 m	12 m	12 m
Accessory Building	Less than the Height of the Principal Dwelling	Less than the Height of the Principal Dwelling	Less than the Height of the Principal Dwelling

RE - Regulations	Single Detached	Single Detached Factory-Built Dwelling	Duplex
Detached Secondary Suite Above a Garage	No more than 3 m higher than the Principal Building to a maximum of 12 m	No more than 3 m higher than the Principal Building to a maximum of 12 m	No more than 3 m higher than the Principal Building to a maximum of 12 m
Detached Secondary Suite	No higher than the Principal Building to a maximum of 12 m	No higher than the Principal Building to a maximum of 12 m	No higher than the Principal Building to a maximum of 12 m
<b>Minimum Front Yard Setback (Principal Building)</b>			
Front Street Access	6 m	6 m	6 m
<b>Minimum Side Yard Setback</b>			
Principal Building - Interior	3 m	3 m	3 m
Principal Building - Corner	3 m	3 m	3 m
Factory-Built Dwelling - Entrance Side	-	3 m	3 m
Factory-Built Dwelling - Non Entrance Side	-	3 m	3 m
Accessory Building - Interior	1 m	1 m	1 m
Accessory Building/Structure - Corner	2 m	2 m	2 m
<b>Minimum Rear Yard Setback</b>			
Minimum for a Principal Building	6 m	6 m	6 m
Minimum for an Accessory Building	1 m	1 m	1 m
Minimum for an Outdoor Wood Pellet Boiler	Minimum 2 m for an Outdoor Wood Pellet Boiler	Minimum 2 m for an Outdoor Wood Pellet Boiler	Minimum 2 m for an Outdoor Wood Pellet Boiler
RE- Regulations	Single Detached	Single Detached Factory-Built Dwelling	Duplex

RE - Regulations	Single Detached	Single Detached Factory-Built Dwelling	Duplex
<b>Projections into Yard Setbacks</b>			
Architectural Features for 3 m or greater	1.2 m	1.2 m	1.2 m
Architectural Features 1.5 m or less for Side Yard	0.6 m	0.6 m	0.6 m
Unenclosed Deck above 0.6 m in Height front and rear	40% reduced setback	40% reduced setback	40% reduced setback
Unenclosed Deck less than 0.6 m in Height Front Yard	40% reduced setback	40% reduced setback	40% reduced setback
Unenclosed Deck less than 0.6 m in Height Rear Yard	1 m from the Lot boundary	1 m from the Lot boundary	1 m from the Lot boundary
Unenclosed Steps	40% reduced setback	40% reduced setback	40% reduced setback
Accessory Structures overhanging eaves	0.6 m	0.6 m	0.6 m
<b>Minimum Distance</b>			
Between Principal Building and Accessory Building/Structure or between Accessory Buildings/Structure	1 m	1 m	1 m
Minimum Distance Exceptions	Minimum 3 m Between a Principal Building and Outdoor Wood Pellet Boiler	Minimum 3 m Between a Principal Building and Outdoor Wood Pellet Boiler	Minimum 3 m Between a Principal Building and Outdoor Wood Pellet Boiler

10.4.2. Development Regulations

- a) Where a Lot is adjacent to the water the minimum waterfront setback requirements shall be 10m to the Ordinary High Water Mark (OHWM).
- b) Parking: Single Detached Dwellings require two spaces per Dwelling Unit. Other Uses are subject to Section 7.8.4 of this By-law.
- c) Only one vehicle access point is permitted per Lot.
- d) Residential Estate Lots shall abide by the regulations detailed in Grace Lake Development Scheme By-law No. 4676 and the Grace Lake South Area Development Plan By-law No. 4867.

10.4.3. Other Regulations

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



CITY OF YELLOWKNIFE

Grace Lake South Residential Subdivision  
LOTS 8, 14, 29, & 31, BLOCK 569, PLAN 4690  
(102, 111, 114, & 115 Braden Blvd.)

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





CITY OF YELLOWKNIFE

**BY-LAW NO. 4867**

**BZ 341**

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

PURSUANT TO:

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

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

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

**SHORT TITLE**

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

**APPLICATION**

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

**EFFECT**

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

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

Tank Heyck  
Mayor

Armin Kefalas  
City Administrator

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

Tank Heyck  
Mayor

Armin Kefalas  
City Administrator

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

Tank Heyck  
Mayor

Armin Kefalas  
City Administrator

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

Armin Kefalas  
City Administrator



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

**“SCHEDULE No. 1”**

1. Purpose

To establish a development framework including a conceptual lot layout and road and trail connections for the Grace Lake South Waterside Residential land development.

2. Development Scheme Boundaries

- a. The conceptual land development area is located at the south end of the City of Yellowknife along the southern shore of Grace Lake shown on Schedule No. 1-A.
- b. The number of lots, parcel boundaries, and municipal (pathway and road) rights-of-way represent the intent of the City of Yellowknife. They will be established and determined by engineering design and final plans of survey.

3. Phasing

- a. The development of Phase 1 will begin following the adoption of the Grace Lake South Area Development Plan. Scheduling for Phases 2 and 3 will be subject to future development needs.

4. Land Use

- a. Uses in the Grace Lake area are limited to detached dwellings and complementary secondary uses. All development shall comply with Section 3.4.3 of the 2011 General Plan, policies for the Waterside Residential Designation.
- b. As the residential lots do not extend to the shoreline nor have direct access to Grace Lake, private docks on the water or any private construction within 100' of the publicly-owned shoreline shall not be permitted.
- c. The use of power boats in Grace Lake is generally discouraged and no driveway access to water edge through the shoreline or on residential lots shall be permitted.
- d. Sustainable Design  
Development in the Grace Lake Waterside Residential area is encouraged to consider a higher standard of sustainable building and site design. Possible sustainability considerations may include the following:
  - i. The solar façade of the house (i.e. the façade that contains the most window area) is oriented within 30 degrees of due south;

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

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

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

a. Trail Connection

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

b. Node Access to Grace Lake

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

## c. Buffer

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

## 6. Road Network

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

## 7. Utility Services

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

## 8. Drainage and Wetlands

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

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

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