



CITY OF YELLOWKNIFE

Niven Lake Residential Subdivision
LOTS 77 & 80 BLOCK 308, PLAN 4204 (2 & 5 Findlay Point)
LOT 32, BLOCK 309, PLAN 4204 (142 Moyle Drive)

Information Package

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1. Important Notices
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6. Niven Lake Area Development Scheme (2004) By-law No. 4339 (as amended)
7. Niven Lake Area Development Scheme (2007) By-law No. 4438



CITY OF YELLOWKNIFE

Niven Lake Residential Subdivision
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Important Notices



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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 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 Niven Lake Development Scheme By-law No. 4339, as amended and Niven Lake Area Development Scheme (2007) By-law No. 4438.

The properties are located within an area zoned R1—Low Density Residential. Purchasers are strongly advised to review ALL of the requirements of the R1 Zone as well as any other provisions of the City of Yellowknife Zoning By-law No. 5045, as amended, and the other relative design guidelines 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 & 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, accessory development or uses are to commence until the Purchaser has first obtained an approved development permit (if required) for the Authorized Development. Failure on the part of the Purchaser to comply with these or any of the other terms or conditions of the Purchase Agreement will be deemed a default of agreement and will result in termination of the agreement.



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4. AREA DEVELOPMENT PLAN AND DEVELOPMENT PERMITS

The Niven Lake Development Schemes outlines the general subdivision features. 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) Utilities will be underground. Purchasers are required to contact the City's Department of Finance to register for a utility account and to complete a water-sewer form for approval by the Department of Public Works.

b) Electrical Services:

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

7. MATERIAL STORAGE:

Purchasers are advised:

- a) that the 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 marshalling of building material and/or equipment in such a manner that it can be contained entirely within the boundaries of the property to be developed.

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

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.



CITY OF YELLOWKNIFE

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 the 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.



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Niven Lake Residential Subdivision
LOT 77 & 80 BLOCK 308, PLAN 4204 (2 & 5 Findlay Point)
LOT 32, BLOCK 309, PLAN 4204 (142 Moyle Drive)

Ballot Draw Procedures



CITY OF YELLOWKNIFE
BALLOT DRAW PROCEDURES
NIVEN LAKE RESIDENTIAL SUBDIVISION

THE BALLOT DRAW FOR FOUR NIVEN LAKE RESIDENTIAL LOTS WILL BE HELD AT 2:00 p.m. THURSDAY, MAY 30TH, 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
 - b. E-mail: 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 applicant shall attend City Hall during the specified time of draw.
6. All Applicants and Agents must be nineteen years of age and older.
7. Each Applicant 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 toward the land purchase. Personal cheques will not be accepted.



CITY OF YELLOWKNIFE BALLOT DRAW PROCEDURES

NIVEN LAKE 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 Niven Lake Residential Subdivision Development Plan as shown below, highlighted in dark purple:





CITY OF YELLOWKNIFE BALLOT DRAW PROCEDURES

NIVEN LAKE RESIDENTIAL SUBDIVISION

3. Ballots will be selected at random by a member of the City's Administration.
4. Applicants will confirm the selection of a Lot on a prescribed form provided by the City of Yellowknife. At this time, they will receive a Purchase Agreement to review and sign.
5. Any ballot which, in the sole opinion of the City Manager, is illegible or includes erroneous legal descriptions shall not be accepted, and the bid deposit shall be refunded to the applicant or agent. The decision of the City Manager shall be final.
6. Applicants who have submitted a Ballot must be present or have their authorized Agent present at the time of the Ballot Draw. Should an Applicant or their authorized Agent not be present when their Ballot is drawn, the affected Ballot will be deemed invalid, and the Deposit shall be returned to the Applicant.
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 BallotAll affected Ballots shall be deemed to be invalid and voided, and the Deposit shall be refunded.
8. Applicants who are not selected, as well as those who are selected but choose not to select a Lot at the time of the Ballot Draw, shall have their Deposit refunded as soon as is practical after the Ballot Draw.
9. After the Applicant selects a Lot in the Ballot Draw, the Applicant shall be required to pay the balance of the 15% non-refundable deposit in secure funds (cash, bank draft, money order, or certified cheque) made payable to the City of Yellowknife and to sign a Purchase Agreement with the City of Yellowknife for the selected lot prior to 4:00 p.m. on 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 30th, 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
14:00 hrs. 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. hrs., 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:						
Grace Lake South	Lot	8/ 14/ 29/ 31	Block	569	Plan	4690
Niven Lake	Lot	80/77/32	Block	308 / 309	Plan	4204

**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 14:00 hrs. 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	
------	--

**FOR OFFICE USE ONLY
GRACE LAKE SOUTH & NIVEN LAKE
BALLOT DRAW
DATE: May 30, 2024**

Legal Description of the Property of Interest:

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

Signature of the Applicant/Agent	
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Date	
------	--

Signature of the City of Yellowknife staff	
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Date	
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CITY OF YELLOWKNIFE

Niven Lake Residential Subdivision

LOT 77 & 80 BLOCK 308, PLAN 4204 (2 & 5 Findlay Point)

LOT 32, BLOCK 309, PLAN 4204 (142 Moyle Drive)

Lot Prices, Areas, Dimensions, Easements, and Grading Plan



CITY OF YELLOWKNIFE



Lot	Block	Plan	Lot size (m ²)	Lot Size (ft ²)	Purchase Price
77	308	4204	565	6,040	\$135,000.00
80	308	4204	826	8,894	\$120,000.00
32	309	4204	533	5,741	\$110,000.00

UNSURVEYED CROWN LANDS

UNSURVEYED CROWN LANDS

CANADA LANDS SURVEYS RECORDS
9 4 7 4
 DATE: SEPTEMBER 08, 2008
 PLAN OF SURVEY NO. **4204** FILED ON THE **20th** DAY OF **August** 2008 AS DAYBOOK NO. **160,773**
 REGISTRAR OF LAND TITLES

PLAN OF SURVEY

OF
 LOTS 41 TO 55, 56(U), 57 TO 62, 63(U), 64 AND 65, 66(U), 67 TO 81, 82(U), 83 TO 88, BLOCK 308; LOTS 12, 13(U), 14 TO 23, 24(U), 25 TO 39, BLOCK 309; LOTS 1, 22 AND 23(U), BLOCK 312 AND ROADS R1, 22 AND R35 WELEDEH.

YELLOWKNIFE COORDINATED SURVEY AREA
 YELLOWKNIFE, NORTHWEST TERRITORIES

NOTE: LANDS DEALT WITH BY THIS PLAN SUPERSEDE LOT 42, BLOCK 308, PLAN 88791 C.L.S.R., NO. 3843 L.T.O. THE PLAN OF LOT 21, BLOCK 312 IS COMPILED FROM THIS SURVEY AND PLAN 77053 C.L.S.R., NO. 3248 L.T.O., EXECUTED BY YOLGERHEAD, C.L.S. IN 1994, PLAN 90103 C.L.S.R., EXECUTED BY BHEWKO, C.L.S. IN 2004, PLAN 88623 C.L.S.R., NO. 3844 L.T.O., EXECUTED BY BHEWKO, C.L.S. IN 2004. THIS SURVEY WAS EXECUTED DURING THE PERIOD MARCH 4 TO MAY 6, 2008 (NOT CONTINUOUS) BY BRUCE HEWKO, C.L.S. FIELD NOTES ARE RECORDED IN THE CANADA LANDS SURVEYS RECORD AS **94478**. SCALE 1 : 1000



LEGEND
 BEARINGS ARE GPD AND ARE REFERRED TO THE CENTRAL MERIDIAN OF U.T.M. ZONE 11 (11T WEST). DISTANCES SHOWN ARE EXPRESSED IN METRES AND ARE HORIZONTAL AT DENIAL ORIGIN LEVEL. ALL POSTS PLACED IN THE COURSE OF THIS SURVEY ARE MARKED WITH APPROPRIATE LOT AND BLOCK NUMBERS. 'V' FOR UTILITY LOT, 'S' FOR 3008, AND 'N25', 'N26' OR 'N27' FOR ROAD WHERE APPLICABLE. TO COMPLETE U.T.M. COORDINATES, DISTANCES HAVE BEEN REDUCED TO SEA LEVEL AND PROJECTION PLANE BY APPLYING A COMBINED SCALE FACTOR OF 0.999748. THE SURVEY REPORT FOR THIS PROJECT IS RECORDED UNDER FIELD BOOK NO. 38487 C.L.S.R. SURVEY POST TO BE PLACED
 LANDS DEALT WITH BY THIS PLAN ARE BOUNDED THIS

CERTIFIED CORRECT

 Bruce Hewko
 CANADA LANDS SURVEYOR
 DATE: June 30/08

I HEREBY UNDERTAKE TO COMPLETE THE PLACEMENT OF ALL MONUMENTS DEPICTED ON THIS PLAN OF SURVEY WITHIN ONE YEAR.

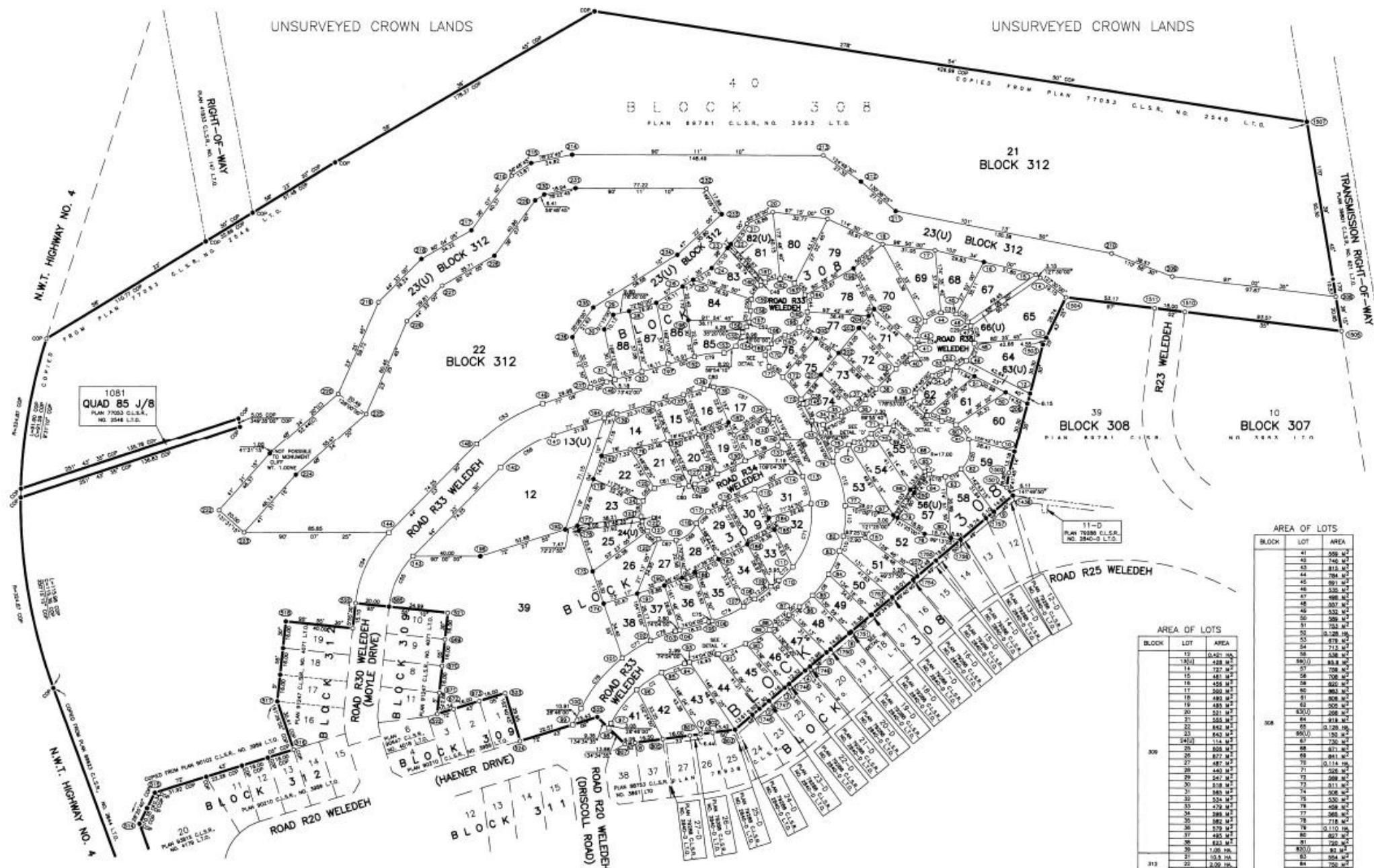
 Bruce Hewko
 CANADA LANDS SURVEYOR
 DATE: June 30/08

APPROVED ADMINISTRATIVE OFFICER SIGNING ON BEHALF OF THE CITY OF YELLOWKNIFE
 CHIEF OF TITLE NO. 308
 CERTIFICATE OF TITLE NO. 59812
 PLAN 3933 L.T.O.
 CITY OF YELLOWKNIFE CORPORATE SEAL

APPROVED PURSUANT TO THE LAND TITLES ACT AND THE LAND TITLES PLANS REGULATIONS

 Andrew Thibault
 DEPUTY SURVEYOR GENERAL, NORTH
 CANADA COAST AND FISH MANAGEMENT
 APPROVED PURSUANT TO THE LAND TITLES ACT AND THE LAND TITLES PLANS REGULATIONS

 Andrew Thibault
 DEPUTY SURVEYOR GENERAL, NORTH
 CANADA COAST AND FISH MANAGEMENT



AREA OF LOTS

BLOCK	LOT	AREA
41	508 m ²	
42	742 m ²	
43	810 m ²	
44	794 m ²	
45	891 m ²	
46	830 m ²	
47	898 m ²	
48	807 m ²	
49	832 m ²	
50	898 m ²	
51	758 m ²	
52	828 m ²	
53	878 m ²	
54	712 m ²	
55	838 m ²	
56(U)	80.8 m ²	
57	708 m ²	
58	708 m ²	
59	820 m ²	
60	863 m ²	
61	808 m ²	
62	808 m ²	
63(U)	268 m ²	
64	818 m ²	
65	828 m ²	
66(U)	150 m ²	
67	830 m ²	
68	871 m ²	
69	811 m ²	
70	714 m ²	
71	828 m ²	
72	808 m ²	
73	811 m ²	
74	808 m ²	
75	830 m ²	
76	838 m ²	
77	868 m ²	
78	778 m ²	
79	828 m ²	
80	828 m ²	
81	828 m ²	
82(U)	114 m ²	
83	830 m ²	
84	830 m ²	
85	830 m ²	
86	830 m ²	
87	830 m ²	
88	830 m ²	
89	830 m ²	
90	830 m ²	
91	830 m ²	
92	830 m ²	
93	830 m ²	
94	830 m ²	
95	830 m ²	
96	830 m ²	
97	830 m ²	
98	830 m ²	
99	830 m ²	
100	830 m ²	

AREA OF LOTS

BLOCK	LOT	AREA
12	0.420 HA	
13(U)	428 m ²	
14	727 m ²	
15	141 m ²	
16	458 m ²	
17	880 m ²	
18	490 m ²	
19	480 m ²	
20	521 m ²	
21	555 m ²	
22	842 m ²	
23(U)	114 m ²	
24	830 m ²	
25	827 m ²	
26	827 m ²	
27	440 m ²	
28	840 m ²	
29	847 m ²	
30	838 m ²	
31	880 m ²	
32	824 m ²	
33	838 m ²	
34	888 m ²	
35	882 m ²	
36	828 m ²	
37	852 m ²	
38	843 m ²	
39	1.038 HA	
40	1.038 HA	
41	1.038 HA	
42	1.038 HA	
43	1.038 HA	
44	1.038 HA	
45	1.038 HA	
46	1.038 HA	
47	1.038 HA	
48	1.038 HA	
49	1.038 HA	
50	1.038 HA	
51	1.038 HA	
52	1.038 HA	
53	1.038 HA	
54	1.038 HA	
55	1.038 HA	
56(U)	0.839 HA	
57	0.812 m ²	
58	0.807 m ²	

SEE CONTINUATION

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



CITY OF YELLOWKNIFE

Niven Lake Residential Subdivision
LOT 77 & 80 BLOCK 308, PLAN 4204 (2 & 5 Findlay Point)
LOT 32, BLOCK 309, PLAN 4204 (142 Moyle Drive)

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 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 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.

2.4 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.

2.5 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. Sanitary sewer and water services adjacent to the property;
- b. Primary electrical power utilities (mains) adjacent to the Property;
- c. The construction of a road and storm drainage ditch. The Purchaser acknowledges that the decision whether and when to pave the road shall be at the City’s sole discretion; and
- d. Development of parks, trails, buffer, and landscaping as outlined in the Niven Lake Development Scheme 2007 and any development permit issued in respect thereof.

- 5.3 The City and the Purchaser agree that the Purchase Price for the Property does not include the following:

- a. The cost of sewer or water connections, or secondary electric supply or service connections from the location of the service lines adjacent to the property to the proposed building site;
- b. The cost of sewer, water, back flow preventer for water service, or the electrical service, or any appurtenances thereto, from the Property line to any construction on site; and
- c. Any cost associated with stripping, grading, drainage, landscaping, or site finishing from subgrade to final grade that the City may require the Purchaser to do or that the Purchaser may determine to be necessary to facilitate its development.

6 SECOND SERVICE CONNECTION TO THE PROPERTY

- 6.1 The City paved the Niven Lake area during the 2012 summer. Each undeveloped lot was provided with one buried water and sewer service connection and one power service connection, to the property line only.

- 6.2 The subdivision of a duplex development resulting in fee simple title to each unit requires that the Purchaser provide separate services, including water, sewer, and power, to the City's standards at the Purchaser's expense. The Purchaser must comply with the following:
- a. The Purchaser shall be responsible for the cost and arrangement of digging up the road, installation of the underground water, sewer, and power lines, coordination with the City of Yellowknife's Department of Public Works and the utility companies, as well as restoration of hard surfacing including asphalt paving and concrete.
 - b. The Purchaser and/or successive property owner will maintain a one year warranty period on all hard surfacing and shall be responsible for all costs associated with repairs, padding, and work required to address settlement of the services cuts.
 - c. The Purchaser shall enter into a Development Agreement with the City for the installation of separate services prior to the issuance of a Development Permit for the primary residence.
 - d. The Development Agreement will be registered at the Land Titles Office of the Northwest Territories by way of caveat.
 - e. After installation of the second service connection to the satisfaction of the Director of Public Works (or designate) and upon completion of the one year warranty period, the Purchaser or successive property owner may request that the City issue a Withdrawal of Caveat to be registered by the Purchaser or successive property owner, at their expense.
- 6.3 If the duplex development is not to be subdivided with fee simple title to each unit, shared water, sewer and power services may be permitted, provided that the Purchaser comply with the following:
- a. Installation of shared water and sewer services must comply with the National Plumbing Code and any other applicable regulations.
 - b. The Purchaser must coordinate with the utility companies for installation of shared power services and the installation shall meet the utility companies' requirements.
 - c. The Purchaser hereby agrees and covenants with the City to maintain the Property as a single lot; no further subdivision will be permitted unless separate water, sewer, and power services are provided as defined in Section 7 (2). The Purchaser further agrees that the City shall be entitled to register a caveat against title to the Property, regarding this restriction on subdivision of the Property, at the Land Titles Office of the Northwest Territories.

7 FREEZE PROTECTION

- 7.1 The Purchaser will be responsible for all freeze protection as per City of Yellowknife Water and Sewer By-law No. 4663, as amended,
- 7.2 Within twenty-four (24) months from Possession Date or upon approval of a Principal Building and/or Mechanical Permit, whichever occurs first, the Purchaser must provide a permanent electrical service, approved by Government of the Northwest Territories Public Works and Services' Electrical/Mechanical Safety Division to maintain power to the circulation pump required to maintain freeze protection.

- 7.3 The City's temporary circulating system and electrical connections must be terminated and service pipes extended into the property pursuant to municipal standards, with appropriate circulating pump and water meter installation.
- 7.4 In addition to an approved electrical service, the Purchaser must complete a connect permit for the provision of water and sewer services from the City of Yellowknife, again pursuant to City of Yellowknife Water and Sewer By-law No. 4663, as amended; this requirement shall be a condition of a Development Permit.

8 DEVELOPMENT REQUIREMENTS AND OPTION

- 8.1 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.
- 8.2 The Purchaser covenants to obtain an **Approved Development Permit** for the construction of a residential dwelling on the Property **within twelve (12) months** from Possession Date
- 8.3 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.
- 8.4 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.
- 8.5 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.

- 8.6 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.
- 8.7 As part of the Building Permit Application process, the Purchaser acknowledges and agrees to provide a building foundation constructed of concrete and, or, steel pinned to bedrock in accordance with local practice and building codes. All foundations must be designed and stamped by a professional engineer in good standing in the Northwest Territories. At the sole discretion of the Manager of Building Inspections, the exception to this requirement (i.e. foundation drawings to be designed and stamped by a professional engineer in good standing in the Northwest Territories) only includes regular perimeter pinned to bedrock concrete foundations where the grade change is 8 feet (2.4 m) or less.
- 8.8 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.
- 8.9 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.
- 8.10 Nothing in this Agreement waives and nullifies the Purchaser's obligations to comply with 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, the Water and Sewer By-law, the Unsightly Land By-law, and the Niven Lake 2007 Development Scheme By-law in completing the development of the property.
- 8.11 The Purchaser hereby acknowledges that he has read and understands this Agreement and all Schedules attached hereto.

9 SECURITY FOR DEVELOPMENT REQUIREMENTS

- 9.1 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.
- 9.2 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.

- 9.3 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.

10 DEFAULT OF DEVELOPMENT OBLIGATIONS

- 10.1 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.

- 10.2 If the City exercises its remedies under this Section 10, then all improvements erected on the Property shall become the property of the City and the City shall not have any obligations to compensate the Purchaser for them.

- 10.3 The remedies available in this Section 10 shall be in addition to any other remedies which the City may have available.

- 10.4 If the Purchaser fails to complete the Development as required, then, in addition to any of the remedies available to the City at law or under this Agreement, the City may declare the Purchaser

to be in default of its fundamental obligations and may require that the Purchaser pay to the City on demand in each calendar year after the date for completion of Development, an amount equal to the difference between the municipal taxes actually levied against the Property and any improvements thereon, and an amount equal to the taxes if the Development had been completed as contemplated hereunder.

11 GENERAL

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

a. to the City at: City of Yellowknife
 P.O. Box 580
 4807-52nd Street
 Yellowknife, NT X1A 2N4
 Attention: Planning Administrator

b. to the Purchaser at: _____

Attention:

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

11.2 The City represents and warrants that it is not a non-resident within the meaning of the *Income Tax Act* of Canada, nor is it an agent or a trust for anyone with an interest in the Property who is a non-resident.

11.3 The terms of this Agreement shall not merge upon the transfer of the Property from the City to the Purchaser and shall be enforceable against the Purchaser, his heirs, executors, administrators, and successors in title.

11.4 The Purchaser shall not be entitled to assign this Agreement, either in whole or in part, without the prior written consent of the City.

11.5 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.

11.6 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.
- 11.7 Time is of the essence with respect to the completion and fulfilment of all the terms, covenants, and conditions of this agreement.
- 11.8 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.
- 11.9 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.
- 11.10 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

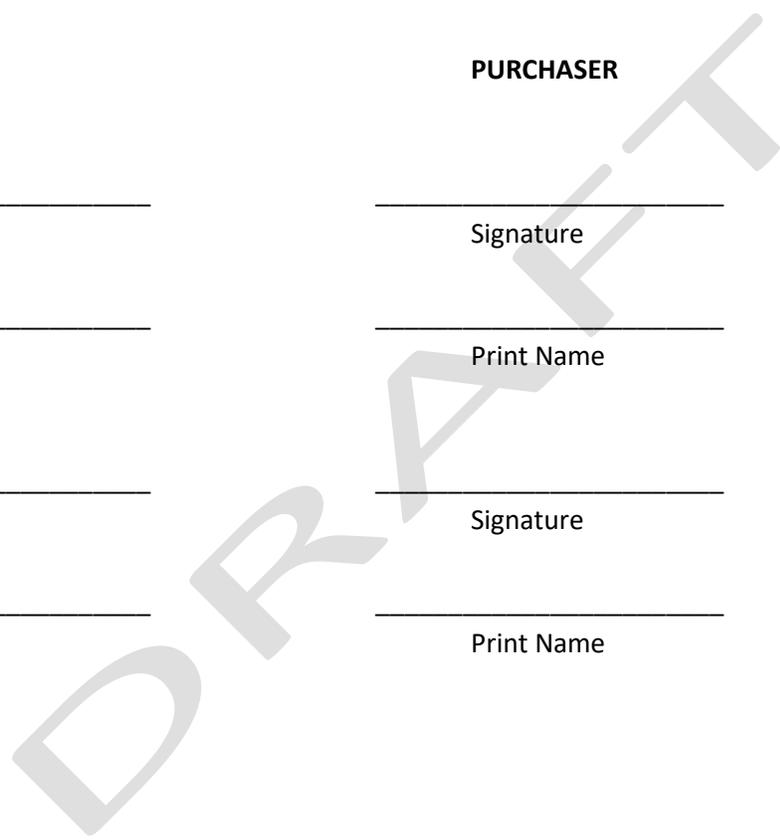
Print Name

Signature

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 ensure 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 4690 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

Niven Lake Residential Subdivision

LOT 77 & 80 BLOCK 308, PLAN 4204 (2 & 5 Findlay Point)

LOT 32, BLOCK 309, PLAN 4204 (142 Moyle Drive)

Zoning Regulations for R1 – Low Density Residential

10. Residential Zones and Zone Regulations

10.1. R1 – Low Density Residential

10.1.1. Purpose

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

Table 10-1: R1 Permitted and Discretionary Uses

Permitted	Discretionary
Accessory Building	Convenience Store
Accessory Use	Planned Development
Community Resource Centre	Similar Use
Day Care Facility	
Dwelling <ul style="list-style-type: none"> • Single Detached • Duplex • In-Home Secondary • Detached Secondary • Factory-Built • Townhouse • Multi-Unit • Special Care Residence 	
Home Based Business	
Institutional <ul style="list-style-type: none"> • Religious & Education Institutions 	
Public Parks	
Public Utility Uses and Structures	
Short-Term Rental Accommodation	
Temporary Use	
Urban Agriculture, Community	

Table 10-2: R1 Regulations

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

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

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

10.1.2. Development Regulations

a) Site Development

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

10.1.3. Other Regulations

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



CITY OF YELLOWKNIFE

Niven Lake Residential Subdivision

LOT 77 & 80 BLOCK 308, PLAN 4204 (2 & 5 Findlay Point)

LOT 32, BLOCK 309, PLAN 4204 (142 Moyle Drive)

Niven Lake Development Scheme By-law No. 4339

THE CITY OF YELLOWKNIFE

NORTHWEST TERRITORIES



CONSOLIDATION OF NIVEN LAKE DEVELOPMENT SCHEME 2004 BY-LAW NO. 4339

Adopted February 28, 2005

AS AMENDED BY

By-law No. 4362 – August 22, 2005

By-law No. 4438 – May 28, 2007

By-law No. 4481 – August 25, 2008

By-law No. 4586 – October 25, 2010

**(This Consolidation is prepared for convenience only.
For accurate reference, please consult the
City Clerk's Office, City of Yellowknife)**

**CITY OF YELLOWKNIFE
BY-LAW NO. 4339**

A BY-LAW of the Council of the Municipal Corporation of the City of Yellowknife in the Northwest Territories, authorizing the Municipal Corporation of the City of Yellowknife to repeal the City of Yellowknife Niven Lake Development Scheme By-law No. 4269, as amended.

PURSUANT TO:

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

WHEREAS the Municipal Corporation of the City of Yellowknife has evaluated the Niven Lake Development Scheme By-law No. 4269, as amended;

AND WHEREAS the Municipal Corporation of the City of Yellowknife wishes to adopt the City of Yellowknife Niven Lake Development Scheme 2004 By-law No. 4339;

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

SHORT TITLE

1. This By-law may be cited as the Niven Lake Development Scheme 2004.

APPLICATION

2. The City of Yellowknife Niven Lake Development Scheme 2004 comprised of the attached Schedule No. 1 and 2, is hereby adopted.

REPEALS

3. By-law Nos. 4181 and 4269 are hereby repealed.

EFFECT

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



Niven Lake

DEVELOPMENT SCHEME 2004

Schedule No. 1 to By-Law No. 4339
 As amended by By-Law No. 4481, August 25, 2008
 As amended by By-Law No. 4586, October 25, 2010

1. **Meaning**

Section 140 is amended by By-Law No. 4382 August 23, 2005

1(a) The Niven Lake residential area shall provide for detached, manufactured (mobile-home) duplex, multi-storied and multi-family dwellings, as defined under the Zoning By-Law No. 4404, in areas designated LD- Low Density and MD-Medium Density.

1(b) Residential development within the Niven Lake residential area shall be in accordance with the design standards specified under the Zoning By-Law No. 4404.
2. **Pathways**

2(a) Corridors will be provided to the Niven Lake pedestrian/bicycle trail from the Rama Lake trail, 40th Avenue, 41st Trail, the proposed walk/future path, and to the existing tracks north of the Niven Lake subdivision. The intent is to connect the Niven Lake trail both to the surrounding residential subdivision and to recreational opportunities outside of the Niven Lake subdivision.

2(b) An identified stone machine trail will be provided connecting Niven Lake to Rama Lake and Back Bay.

2(c) In an area where the pathway system is not in a road right of way or in a park a pathway right of way will be created.

The width of the pathway right-of-way will be based on the natural features adjacent to the proposed pathway and will be designed to provide a satisfactory buffer between the pathway and future development. These pathway right-of-way will be eventually established by a plan of survey.
3. **Niven Lake Shoreline**

3(a) The Niven Lake shoreline shall be maintained in a natural state except where modification is necessary to reduce the potential for human physical contact with the lake.
4. **Roads and Utilities**

4(a) Width and right-of-way, streets shall be developed at the subdivision with regard to accommodate two way traffic and parking on both sides of the street.
5. **Public Transit**

5(a) When deemed appropriate City transit routes will be considered in the area.
6. **Parks**

6(a) As outlined in the Watershed Management Plan (2001-2008), an urban/nature park will be developed adjacent to the Niven Lake subdivision along an area of the Back Bay shoreline which will enhance access to the shoreline while preserving the natural attributes of the area. Street lighting will be provided.

6(b) Playground /Play field will be considered in the Urban Reserve.
7. **Highway Buffer**

7(a) A 20 meter buffer strip shall be established between the east boundary of N.W.T. Highway No.4 right-of-way and any proposed lots. The buffer strip shall be maintained in a natural, undeveloped state.
8. **Use-Of Reserve**

8(a) The area adjacent to Juddfish Roads will be subject to future study for residential, parks, recreation and educational purposes.
9. **Neighborhood Node Site** (as amended by By-Law 4586, October 25, 2010)

9(a) Sites will be provided for both neighbourhood convenience stores and other public or quasi-public uses that promote the development of a neighbourhood node.
10. **Development Scheme Boundaries**

10(a) Parcel and right-of-boundaries will be established by engineering analysis and plans of survey.

LEGEND

- MD MEDIUM DENSITY RESIDENTIAL
- LD LOW DENSITY RESIDENTIAL
- C COMMERCIAL or OTHER NEIGHBOURHOOD NODE DEVELOPMENT (as amended by By-Law 4586, October 25, 2010)
- P PARK/OPEN SPACE
- DEVELOPMENT SCHEME BOUNDARY
- FUTURE PATHWAYS
- EXISTING PATHWAYS
- PROPOSED ROAD ROW (to be determined by a plan of survey)

Scale: NTS

CITY OF YELLOWKNIFE
BY-LAW NO. 4438

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

PURSUANT TO:

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

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

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

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

SHORT TITLE

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

APPLICATION

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

REPEALS

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

EFFECT

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

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

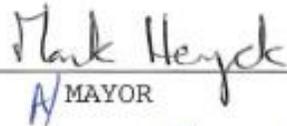


MAYOR



CITY ADMINISTRATOR

READ a Second Time this 26TH day of MARCH, A.D. 2007.

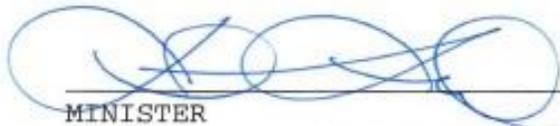


MAYOR



CITY ADMINISTRATOR

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



MINISTER
MUNICIPAL AND COMMUNITY AFFAIRS

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

Mark Hayek
MAYOR

A/ B Kehar
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.

A/ B Kehar
CITY ADMINISTRATOR



SCHEDULE 1-A

1. Housing

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

2. Pathways and Open Space

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

3. Roads and Utilities

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

SCHEDULE 1-A (continued)

- 3b) Cul-de-sacs shall be developed at the minimum width as prescribed by the Public Works Department to accommodate two-way traffic and a centre island to be landscaped with natural flora and hard landscape material local to the City of Yellowknife.
 - 3c) Utilities will be underground.
 - 3d) Traffic calming measures such as landscaped boulevards, on-street parking, and landscaped cul-de-sac centre islands will be used to promote pedestrian friendly development.
- 4. Public Transit**
- 4a) The Niven Lake Development Scheme 2007 is designed to accommodate public transit.
- 5. Parks**
- 5a) As outlined in the Waterfront Management Plan (2001 - 2008) as approved on February 26, 2001 by motion #0056-01, an urban/nature park is intended to be developed in the Urban Reserve area to preserve the natural attributes of the area, specifically waterfront views and access.
 - 5b) Active or passive recreation opportunities will be provided in the Parkspace areas.
- 6. Highway Buffer**
- 6a) A 20 metre buffer strip shall be preserved between the east boundary of the Yellowknife access road right-of-way and any proposed lots. The buffer strip may allow for trail uses, but will otherwise be maintained in a natural, undeveloped state.

SCHEDULE 1-A (continued)

7. Urban Reserve

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

8. Development Scheme Boundaries

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

9. Resource Conservation

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

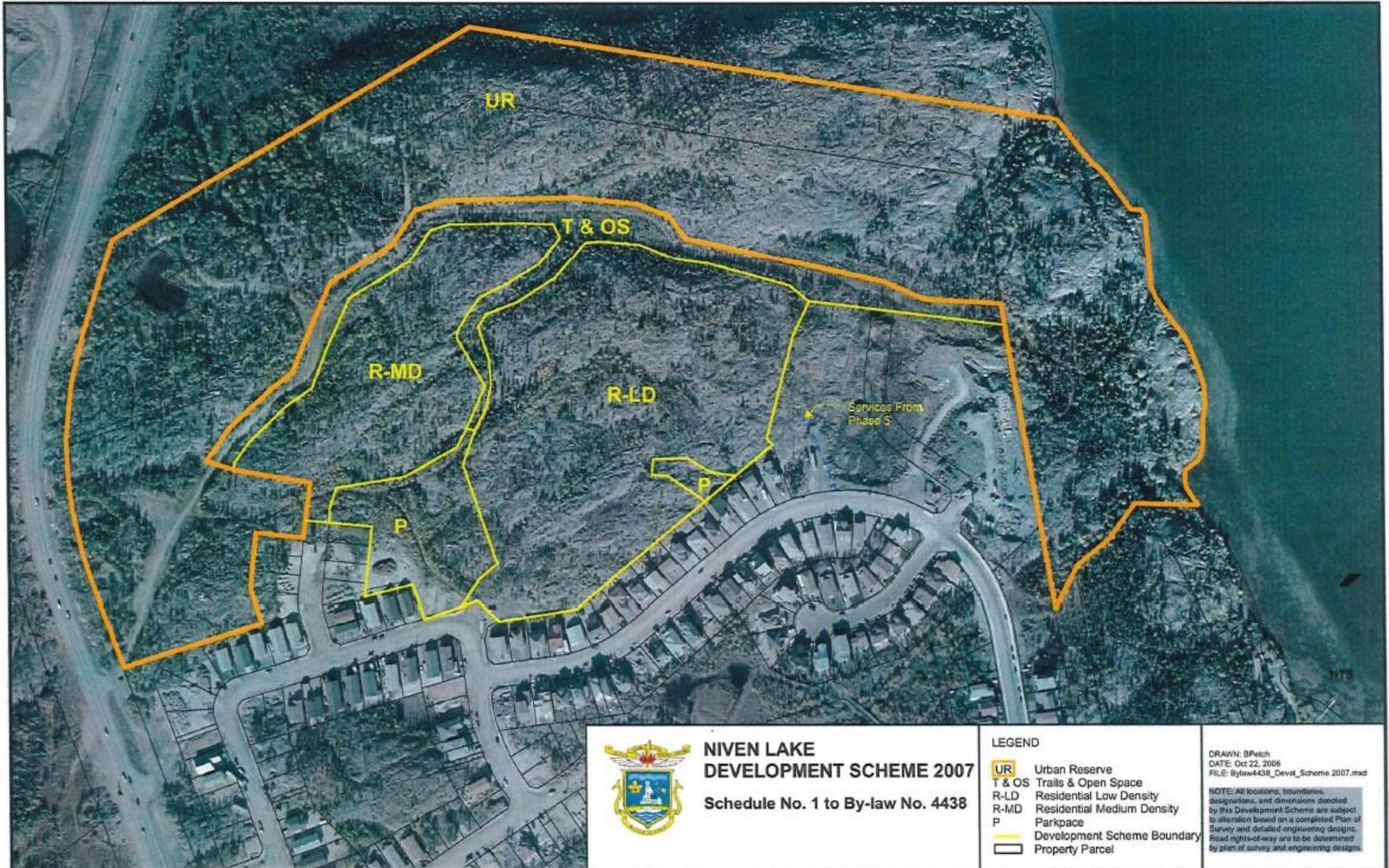
By-law No. 4438
Page 7

BZ 255

PROPERTY OWNERS WITHIN
NIVEN LAKE DEVELOPMENT SCHEME 2007

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

Docs #122000



**NIVEN LAKE
DEVELOPMENT SCHEME 2007**
Schedule No. 1 to By-law No. 4438

LEGEND

- UR Urban Reserve
- T & OS Trails & Open Space
- R-LD Residential Low Density
- R-MD Residential Medium Density
- P Parkpace
- Development Scheme Boundary
- Property Parcel

DRAWN: SPetch
DATE: Oct 22, 2006
FILE: 8ytw4438_Devel_Scheme 2007.mxd

NOTE: All locations, boundaries, designations, and dimensions denoted by this Development Scheme are subject to alteration based on a completed Plan of Survey and detailed engineering designs. Road rights-of-way are to be determined by plan of survey and engineering designs.