



CITY OF YELLOWKNIFE

## **CONSOLIDATION OF BY-LAW NO. 3599**

**January 27, 1992**

**AS AMENDED BY**

**By-law No. 4839– April 27, 2015**

**By-law No. 4858 – June 23, 2015**

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

DM#505622

A BY-LAW of the Municipal Corporation of the City of Yellowknife authorizing the City of Yellowknife as Sublessor to sublet lands leased by the City of Yellowknife under a Head Lease from the Commissioner of the Northwest Territories.

PURSUANT to Section 131 of the *Cities, Towns and Villages Act*, R.S.N.W.T, 1988 c. C-8.

WHEREAS the Council of the Municipal Corporation of the City of Yellowknife deems it desirable and expedient to sublease in accordance with the City's Land Disposition Policy,

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

### **APPLICATION**

**As amended by By-law No. 4839, April 27, 2015**

THAT The Municipal Corporation of the City of Yellowknife is hereby authorized to sublease a parcel of land more particularly described as all that portion of Parcel A, Lot Thirty-three (33) in Group 961 in the City of Yellowknife in the Northwest Territories, according to a plan of survey filed in the Land Titles Office for the Northwest Territories under number 195 as said portion is shown outlined in red on the sketch in Schedule A attached to and forming part of this By-law.

THAT the Mayor and Senior Administrative Officer of the Municipal Corporation of the City of Yellowknife, or lawful deputy of either of them, are hereby authorized in the name and on the behalf of the Municipal Corporation of the City of Yellowknife, to execute all such forms of application, deeds, indentures, and other documents as may be necessary to give effect to this By-law and to affix thereto the corporate seal of the Municipal Corporation of the City of Yellowknife as the act and deed thereof, subscribing their names in attestation of such execution.

### **EFFECT**

THIS By-law shall come into effect upon receiving Third Reading and otherwise meets the requirements of Section 58 or the *Cities, Towns and Villages Act*.

SCHEDULE "A" ANNEXED TO AND FORMING PART OF BY-LAW NO, 3599  
SUBLEASE AGREEMENT

THIS SUBLEASE made in duplicate this 12 day of May A.D., 1992.

BETWEEN:

THE CITY OF YELLOWKNIFE, a City established pursuant to the *Cities, Towns, and Villages Act* of the Northwest Territories

hereinafter called the "City"

OF THE FIRST PART

and

ESSO PETROLEUM CANADA a division of Imperial Oil

hereinafter called the "Subtenants"

OF THE SECOND PART

WITNESSETH:

WHEREAS:

1. By Lease 4256T made the 5th day of November, A.D., 1984, (herein called "the Head Lease") the Commissioner of the Northwest Territories, (herein called "the Commissioner") leased to the City the premises know as:

all that portion of the Parcel A, Lot Thirty-three (33) in Group 964 in the City of Yellowknife in the Northwest Territories, according to a plan of survey filed in the Land Titles Office for the Northwest Territories under number 195 as said portion is shown outlined in red on the sketch annexed hereto and forming part of this lease

Subject to the following reservations:

- a) All mines and all minerals, whether solid, liquid or gaseous, which maybe be found to exist within, upon or under the land together with the full powers to work the same and for that purpose to enter upon, use and occupy the said land or so much thereof and to such extent as may be necessary for the effectual working and extracting of the said minerals;
- b) The rights of the recorded holders of mineral claims and any other claims or permits affecting the said land;
- c) All timber that may be on the said land excepting what must be removed for the purpose of landscaping or the construction of improvements;
- d) The right to enter upon, work and remove any rock outcrop required for public purposes;
- e) Such rights of way and of entry as may be required under regulations in force in connection with construction, maintenance and use of works for the conveyance of water for use in mining operations; and
- f) The right to enter upon the land for the purpose of installing and maintaining any public utility.

2. The subtenants have requested the City to sublease to them the premises, and the City has agreed to grant a sublease on the terms hereinafter appearing.

NOW THEREFORE, in consideration of the rents, covenants and conditions herein reserved and contained, to be respectively paid, observed and performed by the Subtenants, the City hereby leases the premises to the Subtenants subject to the reservation contained in paragraph 13 hereof for a period of Five (5) years, from the 1<sup>st</sup> day of January, A.D., 1992 at an annual rental of \$570.00 (FIVE HUNDRED SEVENTY DOLLARS), payable annually of the 1<sup>st</sup> day of January, the first payment of rent hereunder to be made on the 1<sup>st</sup> day of January, A.D. 1992.

1. The Subtenants covenant with the City as follows:
  - a) to pay rent as aforesaid;
  - b) to perform and observe all the covenants on the part of the City under the provisions of the Head Lease, other than the covenant to pay rent thereunder, and all of the obligations imposed on the City, as tenant, under the Head Lease by the provisions of the Commissioner's Land Ordinance and those regulations made pursuant to the provisions of the Commissioner's Land Ordinance, which were operative on the day that the Head Lease was made, and will keep the City indemnified against all actions, expenses, claims and demands in respect of such covenants and such obligations, except as aforesaid.
2. The Subtenants will, during the said term pay the said rental and all taxes, rates and assessments charged upon the land of the Subtenants, in respect thereof.
3. The Subtenants will use the said land for a docking facility.
4. The Subtenants may not sublet the land or assign this lease without the consent of the City, in writing, such consent not to be unreasonably withheld.
5. Where any portion of the rental herein is unpaid for more than Thirty (30) days after it is due and payable, or if any of the Subtenants' covenants shall not be performed or observed, or if the Subtenants shall become bankrupt or enter into any composition with creditors or suffer any distress or execution to be levied upon any of their goods, or being a company, shall go into liquidations, except for the purpose of amalgamation, then the City may at any time thereafter re-enter upon the premises or any part thereof in the name of whole, and relet upon the premises or any part thereof in the name of the whole, and relet the premises as agent for the Subtenants and receive the rent for such subletting and as agent for the Subtenants may take possession of any furniture and other property on the premises belonging to the Subtenants and sell it at the public or private sale without notice, but according to law, any proceeds of such sale and any rent from such subletting to be applied on account of the rent due under this sublease and the Subtenants shall remain liable to the City for any deficiency.
6. Unless a waiver is given in writing by the City, the City will not be deemed to have waived any breach by the Subtenants or agreements herein contained, and a waiver relates only to the specific breach to which it refers.
7. No implied covenant or implied liability on the part of the City is created by the use of the word "lease" herein.

8. The Subtenants covenant with the City to pay and discharge, as the City shall direct, all municipal and other taxes imposed or charged during the term of this sublease upon or in respect of the premises or upon the owner, tenant, or occupier thereof or payable by any of them in respect of the premises and the amount of such payment, if not so paid, shall be deemed to be additional rent under this sublease.
9. The Subtenants covenant to keep the premises clean and in good and tenantable repair.
10. No construction, excavation or filling in development shall take place on the premises without prior approval by Council or issuance of a Development Permit.
11. Development in the form of one storage shed having a maximum floor area of 100 square feet, may take place on the premises provided a valid Development Permit has been obtained. The Subtenant has the permission of the City to construct one dock on the premises but nothing herein contained shall be construed or interpreted as authority to construct anything beyond the boundaries of the said premises and more specifically, as authority for the construction of a dock beyond the ordinary high water mark. If the Subtenant chooses to construct such a dock when it does so at its own risk and the City shall not be responsible for any damages sustained as a result thereof.
12. The premises and any dock or causeway attached thereto shall not be used for the mooring of float planes unless prior permission of City Council is granted.
13. The Subtenants covenant to permit persons authorized by the Commissioner and the City, at all reasonable times, to enter and examine the condition of the premises and upon notice, by the Commissioner or the City, to repair in accordance with such notice.
14. The Subtenants covenant that on the termination of this sublease, the Subtenants will deliver up possession of the land in a condition satisfactory to the City.
15. The Subtenants shall not be entitled to compensation by reason of the said land or any portion thereof being submerged, damaged by erosion or otherwise affected by flooding.
16. The Subtenants shall not discharge or deposit any refuse substances or other waste materials into any river, stream or creek or the banks thereof or cause any erosion of the banks which will, in the opinion of the City, impair the qualities of the natural environment.
17. On the termination of this lease, the Subtenants may sever and remove from the land, all structures, fixtures and improvements which, during the said term, were affixed or placed at their expense on the land.
18. The City may, where it deems it necessary and in the public interest, establish easements through, under or over any portion of the said land for any public utility purposes, but said easement shall not unreasonably interfere with the rights granted to the Subtenants hereunder, or with any improvements made by the Subtenants on the said land.
19. The Subtenants will, at all times, conform to all applicable Federal, Territorial or Local Regulations, Ordinances or By-laws.

20. The terms of this sublease shall be binding upon the parties hereto, their heirs, executors, administrators, successors and assigns.

21. Notwithstanding any of the foregoing, the City of Yellowknife reserves the right to cancel this Agreement at any time. In the event that the City wishes to cancel the Agreement, twelve (12) months written notice will be given to the Subtenants.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first above written.

Schedule A as amended by By-law No. 4839, April 27, 2015

Schedule A as amended by By-law No. 4858 – June 23, 2015

