



Land Administration  
Bylaw #206/06

BEING A BY-LAW OF THE MUNICIPAL CORPORATION OF THE HAMLET OF FORT MCPHERSON IN THE NORTHWEST TERRITORIES TO PROVIDE FOR THE ADMINISTRATION OF MUNICIPAL LANDS, PURSUANT TO THE PROVISIONS OF THE HAMLETS ACT R.S.N.W.T 2003, SECTION

WHEREAS THE COUNCIL OF THE HAMLET OF FORT MCPHERSON deems it to be desirable to establish a uniform process for the disposal of real property owned, leased or otherwise held by the Hamlet;

NOW THEREFORE, THE COUNCIL OF THE HAMLET OF FORT MCPHERSON, in a duly assembled meeting, enacts as follows:

**TITLE**

1. This By-law may be cited as "The Land Administration By-law".

**INTERPRETATION**

2. In this By-law:
  - a. "Chief Administrative Officer" means the Chief Administrative Officer of the Hamlet or such other person as may be designated, from time to time, to exercise the powers and perform the duties of the Chief Administrative Officer pursuant to this By-law;
  - b. "Council" means the Council of the Municipal Corporation of the Hamlet of Fort McPherson;
  - c. "Development Cost" means the cost(s) directly incurred by the Hamlet in developing land, including, but not limited to, the cost of:
    1. Planning and engineering design;
    2. Project management;
    3. Road construction;
    4. Drainage culverts;
    5. Land fill;
    6. Open spaces;
    7. Piped water and sewer lines;
    8. Electrical distribution lines and poles;
    9. Legal surveys;
    10. Land acquisitions and disposal costs; and,

11. Financing charges, including interest, for any loans incurred for developing the land;
- d. "Disposal of Land" means the sale, lease or other disposition of land;
  - e. "Equity Lease" means a lease for which all annual payments are credited against the total lot price, until such time the lot price is paid in full;
  - f. "Hamlet" means the Municipal Corporation of the Hamlet of Fort McPherson;
  - g. "Land" means land owned, leased or otherwise held or acquired by the Hamlet;
  - h. "Lot" means a parcel of land, for which development costs have been incurred and which has been duly described or surveyed for the purpose of acquisition, sale, lease or other disposition;
  - i. "Lot Price" means the valuation of the lot;
  - j. "Market Value" means the value of a parcel of land based on the amount that a willing buyer would pay to a willing seller. This value shall be determined by a professionally qualified land appraiser or by public tender;
  - k. "Minister" means the Minister of Municipal and Community Affairs;
  - l. "Municipality" means the Municipal Corporation of the Hamlet of Fort McPherson, which is represented by the Chief Administrative Officer or his/her designate, except when decisions of Council are required;
  - m. "New Lots" means vacant lots which are developed after the date of this by-law;
  - n. "Off-site Levy" means a surcharge levied by the Hamlet to a purchaser or lessee of municipal lands to assist in the payment of all or part of the capital costs of a new or expanded infrastructure, including land, such infrastructure being located outside the lands being purchased or leased, but of direct, though not exclusive, benefit to the purchaser or lessee;
  - o. "Replacement Cost" means the estimated development costs for a parcel of land, updated to the current year, representing the costs to develop a similar lot and incorporating site-specific factors; and,
  - p. "Site-specific Factor" means factors which may be used, where applicable, in adding or subtracting up to 25 % of the development costs of new lots or the replacement cost for existing developed lots, and which may be composed of:
    - 1. Size of land parcel;
    - 2. Site conditions;
    - 3. Desirability of location;
    - 4. Adjacent land use; or,
    - 5. Proposed land use;
- And the addition of site-specific factors for new lots shall not exceed development cost for the entire subdivision.

### **APPLICATION OF THIS BY-LAW**

3. This By-law shall, except as otherwise expressly authorized by the Minister, apply to all acquisitions, sales, or other dispositions of lands by the Hamlet.

### **PRECONDITIONS TO ACQUISITIONS AND DISPOSAL OF LAND**

4. Land speculation will be discouraged.
5. Neither the Hamlet nor any authorized representative of the Hamlet shall make or enter into any offer, agreement or other arrangement for the purchase, sale, or other disposition of lands except by By-law in the form of **APPENDIX A, APPENDIX B, APPENDIX C or APPENDIX D** attached hereto, and each such by-law shall contain:
  - a. A complete legal description of the lands to be acquired, sold, or otherwise disposed of;
  - b. The minimum consideration to be paid for the acquisition, sale, or other disposition of lands; and
  - c. The terms and conditions, if any, upon which lands shall be acquired, sold, or otherwise disposed of.

### **ADVERTISING OF LAND DISPOSAL**

6. Subject to **Section 8**, the Hamlet shall not sell, or otherwise dispose of lands until it has published a notice of such proposed sale, other disposition:
  - a. By advertisement for 2 (two) consecutive weeks in a newspaper having weekly circulation in the Hamlet; or,
  - b. By notice posted in 3 (three) prominent places in the Hamlet for a period of 2 (two) weeks.
7. Each advertisement or notice shall contain:
  - a. A sketch, drawn to scale, identifying the size and location of the lands to be sold, or otherwise disposed of;
  - b. The minimum consideration for which the lands will be sold, or otherwise disposed of;
  - c. An indication as to the method to be employed in selling, or otherwise disposing of lands; and,
  - d. An indication as to where and when applicants may obtain application forms.
8. Sections 6 and 7 shall not apply to:
  - a. Lands required by the Federal or Territorial Governments;
  - b. Lands which can only be of use to an adjoining owner;
  - c. Additional adjacent lands required for expansion of an Owner's existing or proposed development.

9. The Hamlet may re-advertise for sale, or other disposition of land for which:
  - a. An application has been made, but withdrawn by the applicant after acceptance by the Hamlet;
  - b. A lease or sale agreement has been granted, but terminated prior to the construction of any improvements on the land; or,
  - c. Re-zoning has taken place and the land remains untenured.

### **APPLICATION FOR LAND**

10. The Hamlet shall only accept a written application for land in the form of **APPENDIX E**. This form shall contain, but not limited to:
  - a. The legal name of the applicant or applicants;
  - b. The legal description of the land;
  - c. The purpose for which the land is to be used;
  - d. A request, if applicable, for joint tenancy or tenancy-in-common;
  - e. The signature of the applicant or applicants;
  - f. An application fee of **\$250.00** per lot; and
  - g. A declaration of residency, if required.
11. The Hamlet shall keep a ledger of all lands containing:
  - a. A full legal description of the lands;
  - b. The location of the lands within the Hamlet;
  - c. A valuation of the lands for proposed sale, or other disposition;
  - d. The terms and conditions upon which the lands may be sold, or otherwise disposed of, and
  - e. An indication of whether the lands have been sold, or otherwise disposed of, or whether there is a pending sale, or other disposition of the lands.
12. The ledger kept pursuant to **Section 11** of this By-law shall be open to inspection by the public at the Hamlet office during normal working hours.

### **TERMS AND CONDITIONS OF LAND DISPOSAL**

13. The standard term for all lease documents shall be:
  - a. 30 years for residential land use;
  - b. 10 years for community land use;
  - c. 10 years for industrial land use;
  - d. 10 Years for commercial land use;
  - e. 10 Years for institutional land use.
14. The term of leases referred to in **Section 13**, may be varied at Council's discretion based on the nature and value of the improvements to be constructed.
15. The term for all other leases will be at Council's discretion.

16. The Hamlet, in selling, or otherwise disposing of new lots for residential purposes, shall ensure that prospective private homeowners have preference over buyers who wish to acquire more than 1 (one) lot at a time, except when lots are required by:
  - a. The Federal or Territorial Governments;
  - b. The Northwest Territories Housing Corporation; or,
  - c. The Canada Mortgage and Housing Corporation.
17. Every disposal of land shall be in writing.
18. The Hamlet, in selling, or otherwise disposing of land shall require improvements be constructed on the land within 24 months of the date of the agreement.
19. The Hamlet may allow a 12-month extension to the 24-month construction completion term outlined in **Section 18**. Any of the following may be required prior to consideration by Council:
  - a. Written explanation for the delay in construction;
  - b. Written plan to complete construction within the extension period;
  - c. Proof of approved financing;
  - d. Development permit application, or
  - e. That there are no outstanding debts with the Hamlet.
20. The Hamlet shall not sell, lease or otherwise dispose of new lots by auction.
21. The Hamlet may sell, lease or otherwise dispose of lands by one or a combination of the following means:
  - a. Ballot Draw, where demand indicates that a draw is required;
  - b. Development Proposal Call, as set out in **Section 24**;
  - c. First-come-first-served basis, and
  - d. Council shall decide, at its' discretion, which means will be employed to dispose of land.
22. Prior to disposing of land through means of a Ballot Draw, Council shall, by resolution, establish guidelines for such a process. **GUIDELINES**
23. The Hamlet shall, when disposing of land through means of a Ballot Draw, give preference to applicants by sorting ballots into the following categories:
  - a. Category One- first time homeowners residing in the Hamlet for more than five years;
  - b. Category Two- persons residing in the Hamlet for more than two years; or,
  - c. Category Three- all others. **INPUT FROM COUNCIL**

24. The Hamlet shall decide whether, and under what circumstances, formal development proposals or bids will be asked from prospective buyers or lessees and may use the proposal call/tender system outlined in **Appendix "H"**.
25. No lands shall be sold by the Hamlet to a tax-exempt institution unless an agreement has first been made with the purchaser, providing that the subject lands will revert back to the Hamlet for the original purchase price, should the institution no longer require the land.

### **PRICING OF NEW LOTS**

26. The Hamlet, in selling, leasing or otherwise disposing of new lots, shall determine lot prices by the following factors:
- a. Development costs;
  - b. Off-site levies; and,
  - c. Site-specific factors.
27. The lot price determined under **Section 26**, shall not include any development cost paid for by Capital Grants or Contributions received from the Government of the Northwest Territories.
28. The Hamlet shall recover all development costs in pricing of lands for disposal, subject to **Section 29**.
29. The Hamlet may, when it is unable to sell, lease or otherwise dispose of a lot, reduce the price of the lot below its development cost:
- a. When the lot has not been developed through financing from the Government of the Northwest Territories or a financial institution; or,
  - b. When the lot has been developed through financing from the Government of the Northwest Territories or a financial institution and the reduced price is approved by the Minister.

### **PRICING OF EXISTING LOTS**

30. The Hamlet in selling, leasing or otherwise disposing of existing developed lands shall determine lot price by either of the following:
- a. Replacement cost; or,
  - b. The market value, as determined by:
    1. A qualified land appraiser or assessor; or,
    2. A calling for bids, by public tender in which the advertised minimum price is not less than the replacement cost.
31. The Hamlet shall, in the leasing of lands, charge rent based on a rate of not more than 10 % of the lot price a year, unless otherwise authorized by the Minister.

32. The annual lease rates shall be as follows:
- a. Residential- 5% of lot price per annum;
  - b. Community- 6% of lot price per annum;
  - c. Industrial- 7% of lot price per annum;
  - d. Other- as decided by Council.
33. Council may vary the lease rate for dispositions of land to non-profit organisations.
34. The Hamlet may permit leases to accumulate value, through the issuance of Equity Leases, at terms and conditions to be approved by Council.

### **OFF-SITE LEVIES**

35. When disposing of land the Hamlet may levy a surcharge to a purchaser or lessee of lands to help pay for all or part of the Hamlet's Capital cost for all or any of the following:
- a. New or expanded facilities for the storage, transmission, treatment or supply of water;
  - b. New or expanded facilities for the treatment, movement or disposal of sewage;
  - c. New or expanded drainage culverts;
  - d. New or expanded roadways and sidewalks; and,
  - e. Land required for, or in connection with, any of the facilities described in 35.a), b), c) and d).
36. The Hamlet shall not include, as part of any off-site levy, any costs paid for by grants or contribution received from the Government of the Northwest Territories.
37. The Hamlet shall clearly identify to the public that any off-site levy is a separate surcharge above the lot price, which is collected together with the lot price.
38. The Hamlet shall place all off-site levy revenue in a separate account, to be used for the purpose set out in **Section 35**.

### **LAND DEVELOPMENT RESERVE ACCOUNT**

39. The Hamlet shall open and maintain a separate financial account in which all revenue obtained from the selling, leasing or other disposing of lands, including off-site levies, will be placed.
40. The Hamlet shall, in regards to the account identified in **Section 39**:

- a. Establish clear procedures for the management and operation of the account;
- b. With the exception of off-site levies, use all expenditures from the account for the sole purpose of acquiring and/or developing land by the Hamlet, unless written approval from the Minister is obtained; and,
- c. Use all off-site levies for facilities of direct benefit to the occupants of the land.

41. The Hamlet shall encourage the utilization of private sector in the development of lands, only if:

- a. The Hamlet has prepared a cost estimate of the project as if it were to develop the land itself; and,
- b. The private sector can develop the land such that the lot price is the same as, or less than, the Hamlet would charge under its estimate in **Section 41.a**.

42. If in the opinion of the Hamlet, the private sector can develop the lands in a cost-effective manner as outlined in **Section 41**, the Hamlet shall call for proposals.

43. The Hamlet, in disposing of vacant lots to a private developer, shall:

- a. Do so by way of an Agreement for Sale or Lease with an Option to Purchase to which a **Subdivision Agreement** may be attached;
- b. Require the developer to establish a **Land Disposal Procedure** that is consistent with this By-law;
- c. Require the developer to provide a list of sale prices of the lots to be developed;
- d. Specify, in the Agreement for Sale or Lease, the **Standards** to which the land must be developed;
- e. Only transfer title of lands to the developer when appropriate caveats or restrictive covenants are in place to ensure Subsections 39.a), b), c) and d) are satisfied; and,
- f. Specify, in the Agreement for Sale or Lease, that in cases for non-performance with regard to **Section 43 .a), b), c) and d)** above, the Agreement for Sale or Lease will be cancelled.

## **EASEMENTS**

44. The Hamlet may, in the public interest, establish on, through, under or over any portion of the land for any public purpose, but the said easement shall not interfere with the rights granted to the purchaser or lessee or any improvements made on the land.

## **AGREEMENT FOR SALE OR LEASE TRANSFER**

45. Transfer may be granted subject to the following:

- a. Annual lease rental or purchase payment owing to the Hamlet must be paid in full;
- b. Any taxes owing to the Government of the Northwest Territories must be paid in full;
- c. Proof of ownership of any improvements; and,
- d. Satisfactory completion of any improvements.

### **SURRENDERS OF INTEREST**

46. Surrenders may be granted, subject to the following:
- a. Annual lease rental or purchase payment owing to the Hamlet must be paid in full;
  - b. Any taxes owing to the Government of the Northwest Territories must be paid in full;
  - c. The purchaser or lessee must remove all improvements from the land and return the lot to a state satisfactory to the Hamlet; and,
  - d. The purchaser or lessee must deliver up to the Hamlet the Duplicate Leasehold Title, where one exists.

### **CANCELLATION OF LEASE OR AGREEMENT FOR SALE**

47. If the Hamlet cancels a Lease or Agreement for Sale due to non-compliance with any terms or conditions of the Lease or Agreement for Sale:
- a. Where there is a debt owed to the Hamlet, the Hamlet may seek an order to retain the right to any improvements upon the lands;
  - b. Where there is no debt owing to the Hamlet, the purchaser or lessee shall remove any improvements and restore the site within 90 days, failing which the Hamlet may seek an order allowing for the removal of the improvements; and,
  - c. Where the Duplicate Leasehold Title for the lands has not been surrendered in accordance with the Land Titles Act, the Hamlet shall seek an order cancelling the Leasehold Title.

### **QUARRIES**

48. The Hamlet may issue, upon receipt of an application and fees, quarry permits for temporary use of a quarry site. Application for a quarry permit shall be in the form of **Appendix "K"**.
49. Prior to issuance of a quarry permit, the Hamlet shall, by Council resolution, establish quarry fees and any exemptions to such fees.
50. Fees established under **Section 49** shall reflect the cost of development, operation maintenance, administration and restoration of quarries.
51. All quarry fees shall be placed in a **separate financial account**.

### **LAND USE PERMITS**


- 52. The Hamlet may issue Land Use Permits, for the temporary use of land.
- 53. The Temporary land uses for which a permit is required are set out in **Appendix "I"**.
- 54. Application for Land Use Permits shall be in the form of **Appendix "J"**.
- 55. The applicant, to the satisfaction of the Hamlet prior to the issuance of a permit, must address any environmental impacts of the proposed use.


**BY-LAW ADMINISTRATION**

- 56. Council may by resolution adopt standard forms of agreement for the administration of land and the Hamlet may make minor changes not affecting the intent of these forms of agreement as may be necessary for such administration.
- 57. The following appendices shall form part of this By-law:
  - a. Appendix "A"- Purchasing (sale) By-law;
  - b. Appendix "B"- Disposal (sale) By-law;
  - c. Appendix "C"- Disposal (lease) By-law;
  - d. Appendix "D"- Purchasing (lease) By-law;
  - e. Appendix "E"- Application for Land;
  - f. Appendix "F"- Agreement for Sale;
  - g. Appendix "G"- Lease;
  - h. Appendix "H"- Proposal Call / Tender System;
  - i. Appendix "I"- Land Use Operations; and,
  - j. Appendix "J"- Application for Land Use Permit.
  - k. Appendix "K"- Application for Quarry Permit
- 58. Council can make minor changes to the Appendices of this By-law, without amending this By-law provided the changes to the Appendices do not alter the intent of this By-law.

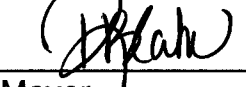
Read a **first time** this 13<sup>th</sup> day of **September, 2005**.

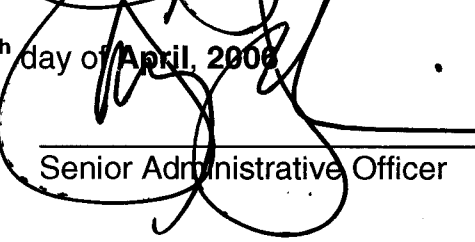
Read a **second time** this 14<sup>th</sup> day of **February, 2006**.

  
 \_\_\_\_\_  
 Mayor

  
 \_\_\_\_\_  
 Senior Administrative Officer

Read a third time and finally adopted this 11<sup>th</sup> day of **April, 2006**.

  
 \_\_\_\_\_  
 Mayor

  
 \_\_\_\_\_  
 Senior Administrative Officer

Appendix "A"  
Purchasing (sale) By-law

Being a By-law of the Hamlet of Fort McPherson in the Northwest Territories to acquire real property, pursuant to the **Hamlets Act, R.S.N.W.T., 2003, S. 55 (1)**

**WHEREAS** the Council of the Hamlet of Fort McPherson deems it to be in the public interest to acquire the land described hereunder;

**NOW THEREFORE, THE COUNCIL OF THE HAMLET OF FORT MCPHERSON**, in a duly assembled meeting, enacts as follows:

1. The Mayor and Senior Administrative Officer are hereby authorized on behalf of the Hamlet of Fort McPherson to purchase from **(Name of Seller)** for the sum of \$ **(Amount)** the land described hereunder:  
The whole of Lot (     ), Block (     ) in the Hamlet of Fort McPherson, in the Northwest Territories according to a plan of survey filed in the Land Titles Office for the Northwest Territories under Number (     ).
2. The noted land shall be acquired for Municipal purposes.

Read a first time this \_\_\_\_\_ day of \_\_\_\_\_, 20

\_\_\_\_\_

Mayor

\_\_\_\_\_

Senior Administrative Officer

Read a second time this \_\_\_\_\_ day of \_\_\_\_\_, 20

\_\_\_\_\_

Mayor

\_\_\_\_\_

Senior Administrative Officer

Read a third and finally passed this \_\_\_\_\_ day of \_\_\_\_\_, 20

\_\_\_\_\_

Mayor

\_\_\_\_\_

Senior Administrative Officer

Appendix "B"  
Disposal (sale) By-law

Being a By-law of the Hamlet of Fort McPherson in the Northwest Territories to dispose of real property, pursuant to the **Hamlets Act, R.S.N.W.T., 2003, S. 56(2)**

**WHEREAS** the Council of the Hamlet of Fort McPherson deems it to be in the public interest to dispose of the land described hereunder;

**NOW THEREFORE, THE COUNCIL OF THE HAMLET OF FORT MCPHERSON**, in a duly assembled meeting, enacts as follows:

1. The whole of Lot ( ), Block ( ) in the Hamlet of Fort McPherson, in the Northwest Territories according to a plan of survey filed in the Land Titles Office for the Northwest Territories under Number ( ), be sold and conveyed to **(Name of Purchaser) as Joint Tenants or Tenants in Common**, both of the Hamlet of Fort McPherson, in consideration of the sum of \$ **(Amount)**.
2. The Mayor and Senior Administrative Officer are hereby authorized on behalf of the Hamlet of Fort McPherson to execute the transfer of land conveying the said lot to the Purchaser.

Read a first time this \_\_\_\_\_ day of \_\_\_\_\_, 20

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Senior Administrative Officer

Read a second time this \_\_\_\_\_ day of \_\_\_\_\_, 20

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Senior Administrative Officer

Read a third and finally passed this \_\_\_\_\_ day of \_\_\_\_\_, 20

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Senior Administrative Officer

Appendix "C"  
Disposal (lease) By-law

Being a By-law of the Hamlet of Fort McPherson in the Northwest Territories to dispose of real property, pursuant to the **Hamlets Act, R.S.N.W.T., 2003, S. 56(2)**

**WHEREAS** the Council of the Hamlet of Fort McPherson deems it to be in the public interest to lease the land described hereunder;

**NOW THEREFORE, THE COUNCIL OF THE HAMLET OF FORT MCPHERSON**, in a duly assembled meeting, enacts as follows:

1. The whole of Lot ( ), Block ( ) in the Hamlet of Fort McPherson, in the Northwest Territories according to a plan of survey filed in the Land Titles Office for the Northwest Territories under number ( ), which is owned by the Hamlet of Fort McPherson under Certificate of Title number ( ), to be leased to **(Name of Lessee) as Joint Tenants or Tenants in Common, both** of the Hamlet of Fort McPherson.
2. The Mayor and Senior Administrative Officer are hereby authorized on behalf of the Hamlet of Fort McPherson to execute the lease agreement "Schedule A", attached to and forming part of this By-law, conveying the lot to the said Lessee.

Read a first time this \_\_\_\_ day of \_\_\_\_\_, 20

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Senior Administrative Officer

Read a second time this \_\_\_\_ day of \_\_\_\_\_, 20

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Senior Administrative Officer

Read a third and finally passed this \_\_\_\_ day of \_\_\_\_\_, 20

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Senior Administrative Officer

Appendix "D"  
Purchasing (lease) By-law

Being a By-law of the Hamlet of Fort McPherson in the Northwest Territories to acquire real property, pursuant to the **Hamlets Act, R.S.N.W.T., 2003, S. 55 (1)**

**WHEREAS** the Council of the Hamlet of Fort McPherson deems it to be in the public interest to lease the land described hereunder:

**NOW THEREFORE, THE COUNCIL OF THE HAMLET OF FORT MCPHERSON** in a duly assembled meeting, enacts as follows:

1. The whole of Lot ( ), Block ( ) in the Hamlet of Fort McPherson, in the Northwest Territories according to a plan of survey filed in the Land Titles Office for the Northwest Territories under number ( ), be leased from **(Name of Lessor)**.
  
2. The Mayor and Senior Administrative Officer are hereby authorized on behalf of the Hamlet of Fort McPherson to execute the lease agreement "Schedule A", attached to and forming part of this By-law, conveying the lot to the Hamlet of Fort McPherson.

Read a first time this \_\_\_\_ day of \_\_\_\_\_, 20

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Senior Administrative Officer

Read a second time this \_\_\_\_ day of \_\_\_\_\_, 20

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Senior Administrative Officer

Read a third and finally passed this \_\_\_\_ day of \_\_\_\_\_, 20

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Senior Administrative Officer

Appendix "E"  
Application for Land

1. Name \_\_\_\_\_ Age \_\_\_\_\_  
19+ Yes No

Surname First & other Names

Address \_\_\_\_\_

Home Phone \_\_\_\_\_ Work Phone \_\_\_\_\_

Occupation \_\_\_\_\_ Employed By \_\_\_\_\_

Job Title, Trade, Business, etc.

Name \_\_\_\_\_ Age \_\_\_\_\_

19+ Yes No Surname of Spouse First & other Names

Occupation \_\_\_\_\_ Employed By \_\_\_\_\_

Job Title, Trade, Business, etc.

Name \_\_\_\_\_

Contact person, if different than applicant, or if applicant is a business

Address \_\_\_\_\_

2. The undersigned hereby make application to **Lease / Purchase** the land described as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(If the land you are applying for is surveyed, list its lot number, block or group number, and LTO number as shown on the Lands Map. If the land you are applying for is unsurveyed: list its proposed lot number and the names of the development area or describe the dimensions, size and location of the land and attach a copy of a portion of the respective Lands Map showing the location of the land outlined in red.)

If there is more than one applicant do you wish Joint Tenancy \_\_\_\_\_ or Tenants-in-common \_\_\_\_\_?

3. The land will be used for; Residential \_\_\_\_\_ Commercial \_\_\_\_\_ Industrial \_\_\_\_\_ Other \_\_\_\_\_  
If other, please specify:

4. Are there any buildings or improvements on the land now? Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, will these improvements be removed? Yes \_\_\_\_\_ No \_\_\_\_\_

Existing improvements have a value of \$ \_\_\_\_\_, and are described as follows:

\_\_\_\_\_  
\_\_\_\_\_  
Name of owner of existing improvements:

(If existing improvements are to remain on the land, you are applying for, please attach proof of ownership)

5. The undersigned agree to construct the following improvements:

\_\_\_\_\_  
\_\_\_\_\_  
The estimated value of these improvements is \$ \_\_\_\_\_, and will require approximately \_\_\_\_\_ months to complete.

6. The undersigned understand that failure to comply with any terms and conditions of the **Lease or Agreement for sale** will be grounds for cancellation of the said instrument.
7. The undersigned certify that **I / We** have read and understood the terms and conditions listed on this form and are in complete agreement with them.
8. The undersigned certify that the information **I / We** has given in this application is true and correct.
9. The construction of buildings and improvements must conform to Local By-laws and building standards.
10. If there are buildings and / or improvements proposed by the applicant, he /she must, on his / her responsibility, submit to the Territorial Fire Marshall's office a plot plan showing location of all present and proposed buildings and improvements concerning the said land, and also such drawings and specifications as will indicate accurately to scale all floor plans, heating and fire safety systems and the materials to be used in construction. It will also be the applicant's responsibility to furnish the same information to the local Council or Public Health Authorities, if deemed necessary by them, on which to base their recommendation.
11. This application will not be considered unless accompanied by a deposit of \$

\_\_\_\_\_ and plot plan of proposed improvements.

12. The submission of this application and payment of the \$ \_\_\_\_\_ deposit do not in themselves convey any right to land.

13. If this application is refused the deposit will be refunded, if a Lease or Agreement for Sale is approved, but not executed by the applicant, the deposit is forfeited; if executed, the full amount of the deposit goes toward the first payment, the remainder, if any, to be paid when document is executed.

14. All rights to Municipal Land exclude the following:

- a) All mines and all minerals whether solid, liquid or gaseous which may 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 land or so much thereof and to such an 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 land;
- c) The right to enter upon, work and remove any rock outcrop required for public purposes;
- d) Such right or rights of way and of entry as may be required under the regulations in force in connection with construction, maintenance and use of works for conveyance of water for use in mining operations; and.
- e) The right to enter upon the land for the purpose of installing and maintaining any public utility.

\_\_\_\_\_  
Signature of Applicant    Date

\_\_\_\_\_  
Signature of Co-applicant

\_\_\_\_\_  
Date

Appendix "F"  
Agreement for Sale

THIS AGREEMENT made in duplicate this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_ AD

BETWEEN

**THE MUNICIPAL CORPORATION OF THE HAMLET OF FORT MCPHERSON**, a body corporate incorporated under the Hamlets Act,

(Hereinafter referred to as "the Vendor"  
OF THE FIRST PART

AND

(Hereinafter referred to as "the Purchaser"  
OF THE SECOND PART

**WHEREAS** the Vendor is the registered owner of the following lands:

(Hereinafter called "the Lands")

**AND WHEREAS** the Vendor has agreed to sell and convey the lands to the Purchaser;

**AND WHEREAS** the Purchaser has agreed to purchase the lands and to observe and perform the covenants and agreements hereinafter set forth;

**AND WHEREAS** the sale of the lands has been lawfully authorized under By-law Number ##### of the Vendor passed the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

**NOW THEREFORE THIS AGREEMENT WITNESSETH** that in consideration of the covenants and agreements hereinafter set forth and the payments to be made by the Purchaser to the Vendor, the parties hereto covenant and agree as follows:

1. The Vendor agrees to sell and convey to the Purchaser the Vendor's estate, right and title to the lands.
2. The total purchase price payable by the Purchaser to the Vendor is the sum of \_\_\_\_\_ (\$\_\_\_\_\_) Dollars, the receipt of which is hereby acknowledged.  

**OR**
2. The total purchase price payable by the Purchaser to the Vendor is the sum of \_\_\_\_\_ (\$\_\_\_\_\_) Dollars, (payable as per attached Schedule).
3. When any portion of the purchase monies is unpaid for more than thirty (30) days after it becomes due or where the Purchaser fails to perform or observe any of the covenants or agreements herein contained, the Vendor may send to the Purchaser a notice requiring the Purchaser to pay the purchase monies that are overdue or to comply with the covenants or agreements herein contained within sixty (60) days of such notice and if the Purchaser fails to comply with the said notice, the Vendor may send to the Purchaser at his / her last known address a notice canceling this agreement, and this agreement shall be cancelled upon the mailing of the said notice of cancellation as aforesaid.
4. Where this agreement has been cancelled by reason of the failure of the Purchaser to comply with the covenants and conditions of this agreement, the Vendor shall pay to the Purchaser a sum equal to ninety (90) percent of the purchase price paid by the Purchaser to the Vendor pursuant to paragraph two (2) hereof, but in no case shall the portion to be retained by the Vendor be less than ONE THOUSAND (1,000) DOLLARS. The Purchaser further covenants and agrees that the Vendor shall be entitled to deduct from any monies payable to the Purchaser pursuant to this paragraph a sum sufficient to pay all unpaid municipal taxes, local improvements rates and charges, and sewer and water connection charges or service charges.
5. Failure to comply with any of the terms and conditions of this agreement or failure to comply with local by-laws, construction standards or regulations that apply in the area the lands are located will result in cancellation of this agreement and Purchaser's right to occupy and use the said lands.
6. The Vendor covenants and agrees that upon payment in full, of the purchase price in accordance with paragraph two (2) hereof, and completion of construction of a building on the lands in accordance with paragraph seven (7) hereof, to deliver to the Purchaser a registerable transfer of the Vendor's estate, right and title to the lands, together with all necessary by-laws and documents of title to the lands, to enable the Purchaser to be registered as owner of the land. All costs and expenses relating to the transfer of the lands to the Purchaser, including registration costs, shall be the responsibility of the Purchaser.
7. The Purchaser covenants and agrees with the Vendor to have commenced construction of a **Building Type**, valued in the opinion of the Vendor at not less than **Value of Building** (\$\_\_\_\_\_) dollars, on the lands not later than twelve (12) months from the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, and to have completed construction no later than twenty-four (24) months from said date.
8. The Vendor agrees that in the event the Purchaser is unable to complete construction of a building on the lands within the time limit specified in paragraph seven (7) hereof, the Purchaser may apply to the Council of the Vendor, for an extension of the said time limit up to a maximum of twelve (12) months and Council of the Vendor, after consideration of the circumstances disclosed in the Purchaser's application may, in its sole discretion, grant or deny the Purchaser's application.
9. The Purchaser agrees to submit to the Vendor all such plans, descriptions and specifications as may be required by the Vendor to consider the nature, external appearance or value of any building, structure or improvement to be constructed or made upon or to the lands and the Purchaser covenants and agrees not to do, omit or permit any work to be done upon the lands unless such work complies with all zoning, building, safety or fire regulations in force from time to time.
10. The Purchaser agrees that development of the lands and construction of any building, structure or improvement on the lands shall be in accordance with all permits and other requirements in force from time to time. Such

development and construction shall proceed without interruption save as unavoidable due to extreme weather conditions, acts of God or any labor stoppage beyond the control of the Purchaser, its agents, employees, contractors or subcontractors, or any of them at work upon the lands.

11. The Purchaser agrees not to subdivide the lands without the prior approval of the Vendor and, if such approval is granted, to subdivide in accordance with such conditions as may be stipulated by the Vendor.
12. The Purchaser agrees, at the Purchaser's expense to maintain the access driveway from the driving surface of the Hamlet's road to the boundary of the lands.
13. The Purchaser agrees, if requested to do so by the Vendor, to grant to the Vendor an easement for the purposes of entering upon and constructing, maintaining, inspecting, altering and repairing power lines, power poles, telephone poles, telephone lines and sewer and water line and utilities through, under or over the lands and to execute such documents as may be required by the Vendor in connection with the granting of said easement.
14. The Purchaser agrees to pay all charges, taxes, rates and assessments whatsoever which shall from and after the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, be charged upon or be payable in respect of the lands.
15. The Purchaser covenants and agrees not to assign the Purchaser's interest under this Agreement without the written permission of the Vendor.
16. The Purchaser covenants and agrees to indemnify and save harmless the Vendor in respect of all liabilities, fines, suits, claims, demands and actions of any kind for which the Vendor shall or may become liable or suffer by reason of any breach or non-performance by the Purchaser of any condition, stipulation, covenants or agreement of this Agreement.
17. It is agreed between the parties hereto that any excusing, conditioning, or overlooking by the Vendor of any default, breach or non-observance by the Purchaser at any time of any condition, stipulation, covenant or agreement in this Agreement shall not operate as a waiver of the Vendor's rights hereunder in respect of any subsequent default, breach or non-observance and shall not defeat or affect the Vendor's rights in respect of such subsequent default, breach or non-observance.
18. It is agreed between the parties hereto that nothing herein contained shall preclude the Vendor from resorting to any remedy provided by law in respect of any breach hereof or any right, interest or claim of the Vendor hereunder.
19. The parties hereto agree that any notice to be given hereunder shall be deemed to be well, sufficiently and duly given personally by the Vendor to the Purchaser or the Purchaser to the Vendor or if sent prepaid, registered or certified mail as follows:

To the Vendor addressed to it at:  
To the Purchaser addressed to it at:

Any notice mailed shall be deemed to have been given and received on the third day following the day of the mailing of the same.

20. Time is of the essence of this Agreement
21. The parties hereto agree that this Agreement shall ensure to the benefit and are binding on the successors and assigns, in the case of the Vendor, and the heirs, executors, administrators, successors and assigns, in the case of the Purchaser.

**IN WITNESS WHEREOF** the Agreement has been duly executed by the parties hereto on the date and year first above written.

The Corporate Seal of the Municipal Corporation of the Hamlet of Fort McPherson has hereunto been affixed in the presence of its proper officers in that behalf.	)	)		
	)	)	)	_____ Mayor
	)	)	)	_____ Senior Administrative Officer
	)	)	)	_____ (seal)

SIGNED, SEALED AND DELIVERED )	)			
By )	)	)	)	_____ (seal)
And )	)	)	)	_____ (seal)
of )	)	)	)	_____ (seal)
_____ (Company Name)	)	)	)	

**OR**

SIGNED, SEALED AND DELIVERED )	)			
By )	)	)	)	_____ (seal)
And )	)	)	)	_____ (seal)
of )	)	)	)	_____ (seal)
_____ (Company Name)	)	)	)	

Appendix "G"  
Lease

THIS LEASE made in duplicate this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

**BETWEEN**

**THE MUNICIPAL CORPORATION OF THE HAMLET OF FORT MCPHERSON**, a body corporate incorporated under the Hamlets Act,

(Hereinafter called "the Lessor")  
OF THE FIRST PART,

**AND**

(Hereinafter called "the Lessee")  
OF THE SECOND PART,

**WHEREAS** the Lessor is registered owner of the following land:

(Hereinafter called "the Land")

**AND WHEREAS** the Lessee desires to lease the land from the Lessor

**AND WHEREAS** the leasing of the land has been lawfully authorized under By-law Number #### of the Lessor passed the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

**NOW THEREFORE THIS LEASE WITNESSED**, that in consideration of the rents, covenants and agreements herein reserved and contained on the part of the Lessee to be paid, observed and performed, the Lessor demises and leases unto the Lessee the land and the parties agree as follows:

**TERM AND EFFECTIVE DATE**

1. The lease shall be for and during the term of \_\_\_\_\_ (###) years, commencing on the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

**RENTAL**

2. The Lessee shall pay yearly and every year in advance a rental of \_\_\_\_\_ (\$\_\_\_\_\_) dollars or such rental as may be fixed by the Lessor pursuant to **Clause # 7 (seven)** below.

**COMPLIANCE**

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

**PAYMENT**

4. The Lessee shall during the said term, pay the said rental and all taxes, rates and assessments charged upon the land or the Lessee in respect thereof.

**NON-COMPLIANCE**

5. Where any portion of the rental herein reserved is unpaid for more than thirty (30) days after it is due, whether formally demanded or not, or where the Lessee fails to perform or observe any of the covenants or agreements herein contained, the Lessor may by notice in writing terminate this lease, and on the day following the mailing of the notice this lease is terminated.

**TERMINATION**

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

**AMENDED RENTAL**

7. The Lessor may, not less three (3) months before the expiration of the first five (5) year period of the said term, or of any subsequent five (5) year period of the said term, notify the Lessee in writing of an amended rental payable for the following five (5) year period and, failing further notification, for the rest of the term, the said amended rental is to be according to By-law Number \_\_\_\_\_.

**SURVEY**

8. The Lessor shall not be responsible for a survey of the land for the purposes of establishing the boundaries thereof.

**LAND USE**

9. The Lessee shall use the land for **Residential, Community, Industrial or Commercial** purposes only.

**CONSTRUCTION**

10. The Lessee shall construct the following improvements on the land; a **Type of Building** which shall have a market value of not less the \_\_\_\_\_ (\$\_\_\_\_\_) dollars, within twenty-four (24) months of the effective date of this lease, and commence construction of the said improvements within six (6) months of the aforementioned effective date.

**NON-CONSTRUCTION**

11. The Lessor may terminate this lease for failure to complete construction of a building and improvements within the time required by **Clause ten # (10)** of this lease or for failure to conform to the Hamlet's By-laws or construction standards.

**SEWAGE DISPOSAL**

12. The Lessee shall dispose of all sewage in accordance with the Hamlet's By-laws.

**WATER AND SEWER**

13. The Lessee shall at his expense make connections to, and use, existing water and sewer mains, or any such mains as may be extended and made available to the land.

**REMOVAL OF IMPROVEMENTS**

14. If, prior to the expiry of this lease, the Lessee removes fifty (50%) percent of the improvements, excluding site development, placed on the land by the Lessee or his predecessor, the Lessor may, upon sixty (60) days notice, cancel or alter this lease without compensation.

**LAND FILL**

15. On the termination of this lease, the Lessee may sever and remove from the land all structures, fixtures and improvements, saving and excepting the following: all and any land fill, and without restricting the generality of the foregoing, in the form of soil, topsoil, sod, clay, sand, gravel, rock, crushed rock, glacial till, concrete, grout, asphalt or any combination thereof, which during the said term were affixed or placed at his expense on the land.

**RESTORATION**

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

**EASEMENTS**

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

**ROAD CONSTRUCTION**

18. The Lessee is responsible for the construction and maintenance of a single access road from the improvements on the land to the Hamlet's roadway, and the said access road is to be constructed at the Lessee's expense.

**DISCHARGE OF WASTE**

19. The Lessee shall not discharge or deposit any refuse substance or other waste materials in any lake, river, stream or creek, or on the banks thereof, which will, in the opinion of the Lessor, impair the quality of water or the natural environment and any areas designated for waste disposal shall not be located within thirty and a half (30.5) metres of the Ordinary High Water Mark of any body of water.

**ENVIRONMENT**

20. Notwithstanding anything herein to the contrary, the Lessee shall, at all times, keep the land in a condition satisfactory to the Lessor.

**FLOODING**

21. The Lessee shall not be entitled to any compensation, from the Lessor, by reason of the land or any portion thereof being submerged, damaged by erosion or otherwise affected by flooding.

**INSPECTION**

22. The Lessee agrees that the Lessor, or any person duly authorized, shall at all reasonable times be authorized to enter upon the land for the purpose of examining the condition thereof, providing thirty (30) days notice has been given to the Lessee.

**QUIET ENJOYMENT**

23. Providing the Lessee has observed and performed the agreements herein, the Lessee shall have quiet and uninterrupted possession and enjoyment of the land during the term of this lease.

**SUBLEASE REQUIREMENT**

24. The Lessee shall not sublet the land without the consent of the Lessor in writing.

**ASSIGNMENT REQUIREMENT**

25. The Lessee may not assign this lease without the consent of the Lessor in writing.

**TIME**

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

**WAIVER**

27. Unless a waiver is given in writing by the Lessor, the Lessor shall not be deemed to have waived any breach by the Lessee of any covenants or agreements herein contained, and a waiver relates only to the specific breach to which it refers.

**IMPLICATION**

28. No implied covenant or implied liability on the part of the Lessor is created by the use of words; "demises and leases" contained herein.

**ADDRESSES FOR NOTICES**

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

To the Lessor at:

To the Lessee at:

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

**IN WITNESS WHEREOF**, the parties have executed this agreement as of the date and year first above written.

The Corporate Seal of the )  
Municipal Corporation of )  
the Hamlet of Fort McPherson ) Mayor \_\_\_\_\_  
has hereunto been affixed in the ) (seal)  
presence of its proper officers )  
in that behalf. ) Senior Administrative Officer

SIGNED, SEALED AND DELIVERED )  
By )  
in the presence of )  
\_\_\_\_\_)  
Witness to the signature of the Lessee ) Lessee \_\_\_\_\_



Appendix "H"  
Proposal Call / Tender System

This system is usually employed for the sale, lease or other disposition of commercial and industrial lots and takes the following form:

A set price is established for such lots, and applicants submit with their applications, a proposal, which sets out the types of improvements, that the applicant proposes to construct, or make on the lots, and an indication as to the type of business, industry or undertaking, which the applicant proposes to conduct on the lots. The successful applicant is usually determined by the Hamlet on the basis of the best proposal submitted.

The advertisement printed in connection with the Proposal Call should include, in addition to those items identified in the Land Administration By-law, the following:

- a) The last date and time for the submission of application;
  - b) The time, date and place at which the Hamlet will announce the successful application;
  - c) The criteria to be employed by the Hamlet in selecting the successful application;
  - d) A request for documents or information, which will be required by the Hamlet in support of applications (estimated costs of construction, drawings, specification, etc.)
  - e) A request for any deposit that is required;
  - f) The terms and conditions of any Agreement for Sale or Lease which the successful applicant will be required to enter into;
  - g) Building standards which must be employed in construction of improvements;
- and,

The amounts of any bonds that the successful applicant may be required to pay the Hamlet to guarantee the completion of the construction of improvements.

Appendix "I"  
Land Use Operations

Operations for which a Land Use Permit is required include;

1. the use of any form of explosive;
2. the use, except on public roads or trails maintained wholly or in part by public funds, of any vehicle that exceeds 4500 kgs (10,000 lbs.) net vehicle weight or the use of any vehicle of any weight that exerts pressure on the ground in excess of 35 kPa (5 lbs. per square inch);
3. the use of any self-propelled power driven machine for earth or clearing land, except for use as a quarry;
4. the use of any power driven machinery for earth drilling purposes, the operating weight of which exceeds 450 Kgs (1,000 lbs.);
5. the establishment of any campsite that is to be used in excess of 50 man days;
6. the leveling, grading, clearing or cutting of any line trail or right-of-way exceeding 2 meters in width (6 feet);
7. the establishment of any petroleum cache in excess of 1,300 liters (300 gallons);

any other use deemed necessary by the Hamlet Council.

**Appendix "J"**  
**Application for Land Use Permit**

**Office use only**

Application Fee: \_\_\_\_\_ Land Use Fee: \_\_\_\_\_ Receipt: \_\_\_\_\_  
 Date: \_\_\_\_\_ Class: \_\_\_\_\_ Permit No: \_\_\_\_\_

**To be completed by all applicants:** New application: ( ) Amendment: ( )

1. Applicant's Full name & mailing address  
 Telephone No: \_\_\_\_\_ Fax No: \_\_\_\_\_  
 2. Head Office  
 Telephone No: \_\_\_\_\_ Fax No: \_\_\_\_\_  
 Field supervisor:  
 Radio telephone: \_\_\_\_\_ Telephone No: \_\_\_\_\_  
 3. Other personnel (Contractor, Subcontractors, company staff. Etc.)  
 Total:  
 4. Qualifications- refer to Section 21- Territorial Land Use Regulations: a(i)\_\_\_ a(ii)\_\_\_ a(iii)\_\_\_ b\_\_\_ c\_\_\_  
 No(s) exploration permits mineral claims- if applicable:

5. a) Summary of operation (Describe purpose, nature and location of all activities- refer to Section 22(2)(b)- Territorial Land Use Regulations). (Use last page of form if additional room is required)  
 b) Please indicate if a camp is to be set up (Use last page to provide details).  
 6. Summary of potential environmental and resource impacts (Describe the effects of the proposed program on land, water, flora & fauna and related socio-economic areas) (Use separate pages if necessary)  
 7. Proposed restoration plans (please use last page if required)  
 8. Other rights, licenses or permits related to this permit application (mineral claims, timber permits, water licenses, etc.)

Roads: Is this to be a pioneered road? \_\_\_ please provide details on back page  
 Has the route been laid out or ground truthed? \_\_\_  
 Has funding been applied for i.e. RTAP? \_\_\_

9. Proposed disposal methods  
 a) Garbage:  
 b) Sewage (Sanitary & Grey water):  
 c) Brush & trees:  
 d) Overburden (Organic soils, waste materials, etc.):

10. Equipment (include drills, pumps, etc.)

Type & Number	Size	Proposed use
11. Fuels ( x )	No. of containers	Capacity of containers
Diesel	_____	_____
Gasoline	_____	_____
Aviation Fuel	_____	_____
Propane	_____	_____
Other	_____	_____

12. Containment fuel spill contingency plans (Please attach separate contingency plan if necessary)  
 13. Methods of fuel transfer (to other tanks, vehicles, etc.)  
 14. Period of operation (include time to cover all phases of project work applied for, including restoration)  
 15. Period permit (up to two years, with maximum of one year extension)

Start date: \_\_\_/\_\_\_/\_\_\_ Completion date: \_\_\_/\_\_\_/\_\_\_

16. Location of activities by map co-ordinates (attach maps and sketches)  
 MN Latitude Degree \_\_\_\_\_ MN Latitude Minute \_\_\_\_\_  
 MAX Latitude Degree \_\_\_\_\_ MAX Latitude Minute \_\_\_\_\_  
 MN Longitude Degree \_\_\_\_\_ MN Longitude Minute \_\_\_\_\_  
 MAX Longitude Degree \_\_\_\_\_ MAX Longitude Minute \_\_\_\_\_

Map sheet no. \_\_\_\_\_  
 17. Applicant- \_\_\_\_\_ print \_\_\_\_\_ full \_\_\_\_\_ name \_\_\_\_\_

Signature- \_\_\_\_\_ Date \_\_\_\_\_

18. Fees: Class A ( ) Class B ( )  
 Land Use Fees> \_\_\_\_\_ Hectare @ \$\$\$\$=  
 \$ \_\_\_\_\_  
 (less than or equal to 2 ha.)  
 \_\_\_\_\_ Hectare @ \$\$\$\$=  
 \$ \_\_\_\_\_  
 (each additional ha. Or portion of a ha. In excess of 2 ha.)  
**Total application and Land Use fees=**  
 \$ \_\_\_\_\_

\*\*\*\*\*

**Office use only**

Calculation of area involved (include access, staging areas, airstrips, campsites, etc.)

Total area (Ha) \_\_\_\_\_ TOTAL

Application checklist

- a)  Application signed and dated
- b)  Fees attached
- c)  Map included
- d)  Address and telephone no.
- e)  Screening report
- f)  Timber permit applied for
- g)  Fees attached
- h)  Lease applied for

Accepted \_\_\_\_\_ by \_\_\_\_\_

Date \_\_\_\_\_

Remarks \_\_\_\_\_

APPENDIX "K"  
APPLICATION FOR QUARRY PERMIT

FULL NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

OCCUPATION \_\_\_\_\_

Does hereby apply for a quarry permit for the purpose of taking \_\_\_\_\_ cubic metres of \_\_\_\_\_ (type of material) from the lands indicated on a sketch or described as follows:

\_\_\_\_\_  
\_\_\_\_\_

to be used for \_\_\_\_\_.

1. Is any part of the land occupied? If so, by whom and for what purpose?

\_\_\_\_\_  
\_\_\_\_\_

2. If the land is wooded, describe the tree species and their approximate size.

\_\_\_\_\_  
\_\_\_\_\_

3. Permit Fee:		\$50.00
Royalties:	\$0.25/cubic metre	_____
Restoration Fee:	\$0.50/cubic metre	_____
Road Maintenance Fee:	\$0.25/cubic metre	_____
Quarry Administration Fee:	\$0.25/cubic metre	_____
	<b>Total Fees Due:</b>	_____

\_\_\_\_\_  
Applicant

\_\_\_\_\_  
Date