

**TOWN OF NORMAN WELLS
BY-LAW NO. 18-05**

BEING A BY-LAW OF THE MUNICIPAL CORPORATION OF THE TOWN OF NORMAN WELLS IN THE NORTHWEST TERRITORIES TO PROVIDE REGULATIONS FOR THE DISPOSAL OF LAND IN THE TOWN OF NORMAN WELLS PURSUANT TO THE CITIES, TOWNS & VILLAGES ACT, S.N.W.T. S.N.W.T. 2003, C-22.

WHEREAS the Council for the Town of Norman Wells deems it to be in the public interest to dispose of the lands described under, and

WHEREAS the said parcel of land is not required for municipal purposes and has been developed for the purpose of disposal to private interests;

NOW THEREFORE, the Council of the Town of Norman Wells enacts as follows:

1. The Municipal Administrator and the Senior Administrative Officer are hereby authorized on behalf of the Town of Norman Wells to execute the following lease to **Dyno Nobel Inc.** of the City of Calgary, in the Province of Alberta, for the sum of **\$1,500.00 Dollars + G.S.T. per annum**, the land described hereunder:
2. That the whole of **Lot Two Thousand One Hundred Sixty Nine (2169), Plan 3396** in the Town of Norman Wells in the Northwest Territories upon the following terms and conditions:

By a Lease Agreement attached as Schedule "A".
3. This by-law shall come into effect upon the approval of the document by the authorizing representatives below and will remain in effect until amended or repealed.

It is hereby certified that this By-Law No. 18-05 has been made in accordance with the requirement of the Cities, Towns and Villages Act and the By-Laws of the Town of Norman Wells.

Approved by the Municipal Administrator, Town of Norman Wells, and Government of the Northwest Territories:



Allen Stanzell

2018.10.09

Date

Approved by the Minister of Municipal and Community Affairs, Government of the Northwest Territories:



Alfred Moses

Nov. 1/18

Date

SCHEDULE "A"

TOWN OF NORMAN WELLS
LEASE AGREEMENT

LEASE NO: 18-01

THIS LEASE made in duplicate this _____ day of _____, 20____,

BETWEEN:

THE MUNICIPAL CORPORATION OF THE TOWN OF NORMAN WELLS, a body corporate, incorporated under the Municipal Act

"herein referred to as "The Town"
OF THE FIRST PART,

-and-

DYNO NOBEL INC., a body corporate, incorporated under the Laws of the Province of Alberta, registered under the Companies Act of the Northwest Territories and having a registered office in the City of Yellowknife in the said Territories,

herein referred to as "The Lessee"
OF THE SECOND PART,

WITNESSETH 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 and subject to the Town of Norman Wells the Commissioner's Land Act and the Commissioner's Land Regulations the Town demises and Leases onto the Lessee all that certain parcel of land situate, lying and being in the Northwest Territories and being composed of:

The whole of **Lot Two Thousand One Hundred Sixty Nine (2169)** in the Town of Norman Wells in the Northwest Territories, according to a plan of survey filed in the Land Titles Office for the Northwest Territories under **Plan 3396**

herein after called "the land" subject to reservations and exceptions contained in the Commissioner's Land Act and the Commissioner's Land Regulations and to the following reservations:

- 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 the purpose to enter upon, use 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) all timber that may be on the land excepting what must be removed for the purpose of landscaping or the construction of improvements;
- d) the right to enter upon the land for the purpose of installing and maintaining any public utility;
- e) The Lessee will at all times indemnify and save harmless the Town from and against all actions, claims, demands, costs and damages whatsoever that may be brought against the Town by reason of anything done or omitted to be done by the Lessee, his agents, servants or workmen, arising out of or connected with the granting of this lease.

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TO HAVE AND TO HOLD for and during the term of Five (5) years, commencing on the _____ day of _____ 2018.

YIELDING AND PAYING THEREFOR yearly and every year in advance a rental of One Thousand Five Hundred (\$1,500.00) dollars + G.S.T.

THE PARTIES COVENANT AND AGREE AS FOLLOWS:

DEFINITION

1. In this lease "Town" means the Municipal Corporation of the Town of Norman Wells.

COMPLIANCE

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

PAYMENT

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

LATE PAYMENT FEE

4. Where any portion of the rental herein reserved is unpaid, the Lessee shall pay a late payment fee as required by all regulations in force at the time under the Financial Administration Act on any Lease payments that are in arrears for more than 90 days.

NON-COMPLIANCE

5. Where any portion of the rental herein reserved is unpaid for more than thirty 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 Town 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 the Lease shall not prejudice the Town's right to unpaid rental or any other right with respect to a breach of any covenant or agreement herein contained.

SURRENDER

7. A) Subject to the rights and interests of any third parties of which notice has been provided to the Town, the Lessee may surrender the Lessee's interest under this Lease upon giving 60 days notice in writing to the Town. The Town may accept such surrender, if the Lessee:
 - i. Pays all rental due under this Lease to effective date of the surrender,

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- ii. Pays all property taxes, rates and assessments, including interest and penalties thereon, charged upon the land or to the Lessee to the effective date of the surrender,
- iii. Restores the land to a condition satisfactorily to the Town; and
- iv. Provides the Town with an executed Surrender of Lease in a form approved by the Town.

B) The effective date of the surrender of the Lessee's interest under this Lease is the date the Town accepts such surrender by executing the Surrender of Lease form.

AMENDED RENTAL

8. The Town may at any time, not less than three months before expiration of the first five year period of the said term, or of any subsequent five year period, notify the Lessee in writing of an amended rental payable for the following five year period and/or the remainder of the said term of this Lease. The said amended rental is to be based upon the Pricing Policy in effect at the time such notification, but without taking into account the value of any improvements placed thereon by the Lessee, the determination of value will be made by the Supreme Court of the Northwest Territories at the request and expense of the Lessee or as the Court may decide.

LAND USE

9. The Lessee shall use the land for Industrial (explosive storage) purposes only. The Lessee will continue to use the property in the manner permitted for the zone in which the property is situated in accordance with Zoning By-Law No.13-02.

EXISTING IMPROVEMANTS

10. The Lessee shall maintain the existing improvements now situated on the land, or any similar improvements which may be constructed, in a manner and condition satisfactory to the Town.

REMOVAL OF IMPROVEMENTS

11. If, prior to expiry of this Lease, the Lessee removes 50% or more of any improvements placed on the land by the Lessee or the Lessee's predecessor, the Town may, upon 60 days written notice, terminate this Lease without compensation or refund of any equity to the Lessee.

LAND FILL

12. On the expiry 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, shale, glacial till, concrete, grout, asphalt, or any combination thereof, which during the said term were affixed or placed at the Lessee's expense on the land.

RESTORATION

13. On termination or expiry of this Lease, the Lessee shall deliver up possession of the land in a condition satisfactory to the Town.

EASEMENTS

14. The Municipal Corporation may where the Town deems it necessary to establish easements through, under or over any portion of the land for any public utility

purpose, but said easements shall not unreasonably interfere with the rights granted to the Lessee hereunder or with any improvements made by the Lessee on the land.

ROAD CONSTRUCTION

15. The Town may re-enter and occupy any portion of the land for construction of roads or other public works, but such construction shall not unreasonably interfere with the rights granted to the Lessee hereunder, or with any improvements made by the Lessee on the land.

ENVIRONMENT

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

REPLACEMENT CLAUSE

17. This Lease cancels and supersedes the Lessee's previous 5-year lease signed and dated the 15th day of January, 2014.

DISCHARGE OF WASTE

18. The Lessee shall not discharge or deposit any refuse substances or other waste materials in any lake, river, stream, or creek, or on the banks thereof, which will, in the opinion of the Town, impair the quality of the waters or the natural environment and any areas designated for waste disposal shall not be located within 30.48 metres (100 feet) of the ordinary High Water Mark of any body of water.

SUBLEASE REQUIREMENT

19. The Lessee shall not sublet this land without the written consent of the Town.

ASSIGNMENT REQUIRED

20. The Lessee shall not assign this Lease without the written consent of the Town.

TIME

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

WAIVER

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

IMPLICATION

23. No implied covenant or implied liability on the part of the Municipal Corporation is created by the use of words, "demise" and "Lease" contained herein.

SURVIVORSHIP

24. This Lease enures to the benefit of and is binding upon the Municipal Corporation and the Municipal Corporation's successors, and upon the lessee's heirs, executors, administrators and assigns.

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ADDRESS FOR NOTICES

