

CITY OF WHITEHORSE
BYLAW 2015-29

A bylaw to authorize the sale and transfer of a parcel of downtown land

WHEREAS section 265 of the *Municipal Act* (R.S.Y. 2002) provides that council may by bylaw authorize the sale of any real property; and

WHEREAS it is deemed desirable that a parcel of land located downtown near the intersection of 7th Avenue and Main Street be sold;

NOW THEREFORE the council of the municipality of the City of Whitehorse, in open meeting assembled, hereby ENACTS AS FOLLOWS:

1. The City of Whitehorse is hereby authorized to sell a portion of the property within the 7th Avenue road right-of-way, being a parcel of 178m², more or less, immediately adjacent to Lot 6, Block 56 LTO Plan 25864, located at 612 Main Street in the Downtown Area, as shown on the sketch attached hereto as Appendix "A" and forming part of this bylaw.
2. The parcel described in section 1 of this bylaw will be offered for sale at fair market value to the owner of the adjacent Lot 6, Block 56, on the condition that the lot shall be consolidated with Lot 6, Block 56 LTO Plan 25864.
3. The Mayor and Clerk are hereby authorized to execute on behalf of the City of Whitehorse all documentation required for the completion of the sale and transfer of ownership of the said lands in an expeditious manner.
4. This bylaw shall come into full force and effect on the final passing thereof.

FIRST and SECOND READING:

THIRD READING and ADOPTION:


Mayor

City Clerk



A bylaw to authorize the sale of mixed use commercial property at Main St and 7th Ave.

LEGEND

 SUBJECT AREA

LAND SALE AGREEMENT

AGREEMENT dated this _____ day of September, 2015.

BETWEEN:

THE CITY OF WHITEHORSE

(the "Vendor")

- and -

34127 Yukon Inc.

(the "Purchaser")

WHEREAS:

A. The Vendor is the owner of property legally described as:

**Seventh Avenue,
Whitehorse, Yukon Territory,
Plan 25864 LTO**

(the "Property")

B. The purchaser is the registered owner of property legally described as:

**Lot 4, 5 & 6
Block 56
Whitehorse, Yukon Territory,
Plan 25864 LTO**

(the "Purchaser's Lands")

C. The Vendor has agreed to sell and the Purchaser has agreed to purchase 178 square metres, more or less, of the Property immediately adjacent to the Purchaser's Lands, as approximately shown outlined in red on Schedule "A" attached hereto (the "Portion of the Property").

IN CONSIDERATION OF the premises, and the covenants and agreements hereinafter set forth, the parties hereto agree as follows:

1. SALE AND PURCHASE

1.1 The Vendor hereby agrees to sell and the Purchaser hereby agrees to purchase the Portion of the Property on an "as is, where is" basis, for the price and on the terms and conditions herein contained.

2. PURCHASE PRICE

2.1 The purchase price shall be the sum of **Sixteen Thousand and Five Hundred Dollars(\$16,500) plus Goods and Services Tax**. The Purchaser agrees to pay for the cost of the survey required for the consolidation of the Portion of the Property with the Purchaser's lands. The purchase price shall be paid in the form of a certified cheque, bank draft or solicitor's trust cheque.

3. COMPLETION AND TERMINATION

3.1 The sale shall be completed by July 31, 2016 or such earlier date as agreed by the parties in writing (the "Closing date"). In the event that the transaction is not closed on or before July 31, 2016, this Agreement shall terminate and be null and void.

4. POSSESSION

4.1 The Purchaser is to have vacant possession of the Property at 2:00 p.m. on the Closing Date.

5. ADJUSTMENTS

5.1 There shall be no adjustments with respect to rents, taxes, utilities, licenses, insurance and all other items normally adjusted between a vendor and a purchaser on the sale of land in the Yukon Territory. The Purchaser shall be responsible for taxes and insurance from and after the Closing Date.

6. CONDITIONS PRECEDENT

6.1 The Vendor's obligation to complete the sale of the Portion of the Property is subject to the following conditions precedent:

- (a) The Purchaser shall own the Purchaser's Lands immediately adjacent to the Portion of the Property; and
- (b) The Purchaser shall take title to the Portion of the Property and the transfer from the Vendor to the Purchaser shall be submitted for registration at the Land Titles Office prior to the Closing Date; and
- (c) City Council agreeing to proceed with the sale of the Portion of the Property by a land disposition bylaw and subdivision approval being issued by the City of Whitehorse with respect to the consolidation of the Portion of the Property with the Purchaser's Lands.

6.2 The Purchaser acknowledges and agrees that the Vendor is under no obligation to fulfill the conditions precedent set out in paragraph 6.1 (c) hereof and City Council may exercise their discretion and refuse to pass the land disposition bylaw and the City of Whitehorse may refuse to issue subdivision approval.

7. CONSOLIDATION

7.1 The Purchaser agrees to consolidate the Portion of the Property with the Purchaser's Lands.

8. COSTS

8.1 The Purchaser shall pay his own legal fees. The Purchaser shall pay all fees in connection with the registration of the Transfer of Land. The Purchaser shall pay all survey costs to obtain any plan necessary to register the Transfer of Land and complete the consolidation of the Portion of the Property with the Purchaser's Lands. The Purchaser agrees to pay all other costs to consolidate the Portion of the Property with Purchaser's Lands, without adjustment or credit.

9. NO ENCUMBRANCES

9.1 The Property shall be transferred by the Vendor free and clear of all encumbrances except restrictive covenants, reservations and exceptions in the original grant from the Crown and easements in favour of utilities and public authorities.

10. RISK

10.1 Provided that the Purchaser has not constructed any improvements on the Property prior to the Closing Date, the Property will be and remain at the risk of the Vendor until 12:01 a.m. on the Closing Date. After that time, the Property and any improvements thereon will be at the risk of the Purchaser.

10.2 If the Purchaser has constructed or commenced construction of any improvements on the Portion of the Property prior to the Closing Date, the Portion of the Property and any improvements thereon will be and remain at the risk of the Purchaser until 12:01 a.m. on the Closing Date. After that time, the Portion of the Property and any improvements thereon will be at the risk of the Purchaser.

11. GOVERNING LAW

11.1 This Agreement shall be governed by and construed in accordance with the laws of the Yukon Territory.

12. CLOSING

12.1 Closing of the purchase and sale shall proceed to completion on the basis of reasonable undertakings settled between the Vendor and the Purchaser or the Purchaser's solicitor. Failing such agreement, tender of documents or money in the form of a certified cheque, bank draft or solicitor's trust cheque may be made at the Land Titles Office for the Yukon Land Registration District on the Closing Date at the hour of 10 o'clock in the forenoon.

13. TIME OF THE ESSENCE

13.1 Time shall be of the essence hereof, and unless the balance of the cash payment is paid or such formal agreement to pay the balance as may be necessary is entered into on or before the Closing Date, the Vendor may at the Vendor's option cancel this agreement, and in such event any amounts paid by the Purchaser shall be absolutely forfeited to the Vendor on account of damages, without prejudice to the Vendor's other remedies.

14. REPRESENTATIONS

14.1 There are no representations, warranties, guarantees, promises or agreements other than those contained herein, all of which contained herein will survive the completion of the sale.

15. RESIDENT OF CANADA

15.1 The Vendor warrants and represents that it is resident of Canada for the purposes of the *Income Tax Act* (Canada).

16. COUNTERPART AND FAX

16.1 This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which shall together constitute one and the same document. Delivery of a faxed or electronic copy of the Agreement or any amendment thereto shall be deemed to constitute sufficient delivery thereof.

17. ASSIGNMENT

17.1 This Agreement is not assignable by the Purchaser, except to a person who purchases the Purchaser's Lands immediately adjacent to the Portion of the Property.

18. NUMBER AND GENDER

18.1 Wherever the singular or the masculine is used in this Agreement, the same shall be construed as meaning the plural or the feminine or the body corporate or politic where the context or the parties so require.

19. FURTHER ASSURANCES.

19.1 The parties hereto shall execute such further documents and do such other things as may be necessary or desirable to give effect to the intent of this Agreement.

20. ENTIRE AGREEMENT.

20.1 The provisions herein constitute the entire agreement between the parties and there are no representations or warranties, express or implied, statutory or otherwise and no agreements collateral hereto other than as expressly set forth or referred to herein.

21. AMENDMENTS.

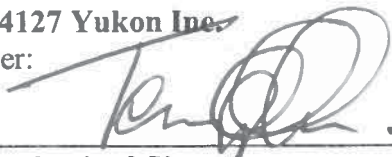
21.1 No modification, variation or amendment of any provision of this Agreement shall be made except by a written agreement and no waiver of any provision hereof shall be effective unless in writing.

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

THE CITY OF WHITEHORSE)
Per:)
)
)
)
_____)
Dan Curtis, Mayor)
)
)
_____)
Norma Felker, A/City Clerk)

C/S

OWNER:
Lot 4, 5 & 6, Block 56, Plan 25864 LTO
Whitehorse, Yukon Territory

34127 Yukon Inc.
Per: )
_____)
Authorized Signatory)

C/S

Authorized Signatory

Witness (if no corporate seal)

CITY OF WHITEHORSE

BYLAW 2015-27

A bylaw to amend Zoning Bylaw 2012-20

WHEREAS section 289 of the *Municipal Act* (R. S. Y. 2002) provides that a zoning bylaw may prohibit, regulate and control the use and development of land and buildings in a municipality; and

WHEREAS section 294 of the *Municipal Act* provides for amendment of the zoning bylaw; and

WHEREAS it is deemed desirable that the City of Whitehorse Zoning Bylaw be amended to designate a parcel north of Main Street and west of 7th Avenue for mixed-use residential/commercial development;

NOW THEREFORE the council of the municipality of the City of Whitehorse, in open meeting assembled, hereby ENACTS AS FOLLOWS:

1. The zoning maps attached to and forming part of Zoning Bylaw 2012-20 are hereby amended by changing the zoning of an area of land of approximately 1,550m² in area located north of Main Street and west of 7th Avenue, Downtown, from PS-Public Service to CM2–Mixed Use Commercial 2, as indicated on the sketch attached hereto as Appendix “A” and forming part of this bylaw.
2. Appendix “C” attached to and forming part of Zoning Bylaw 2012-20 is hereby amended by changing the maximum allowable height of development from “Parks/Cemeteries” to “25m” for an area of land located north of Main Street and west of 7th Avenue, Downtown, as indicated on the sketch attached hereto as Appendix “B” and forming part of this bylaw.
3. This bylaw shall come into force and effect upon the final passing thereof.

FIRST READING: August 31, 2015
PUBLIC NOTICE: September 4 and September 11, 2015
PUBLIC HEARING: September 14, 2015
SECOND READING:
THIRD READING and ADOPTION:

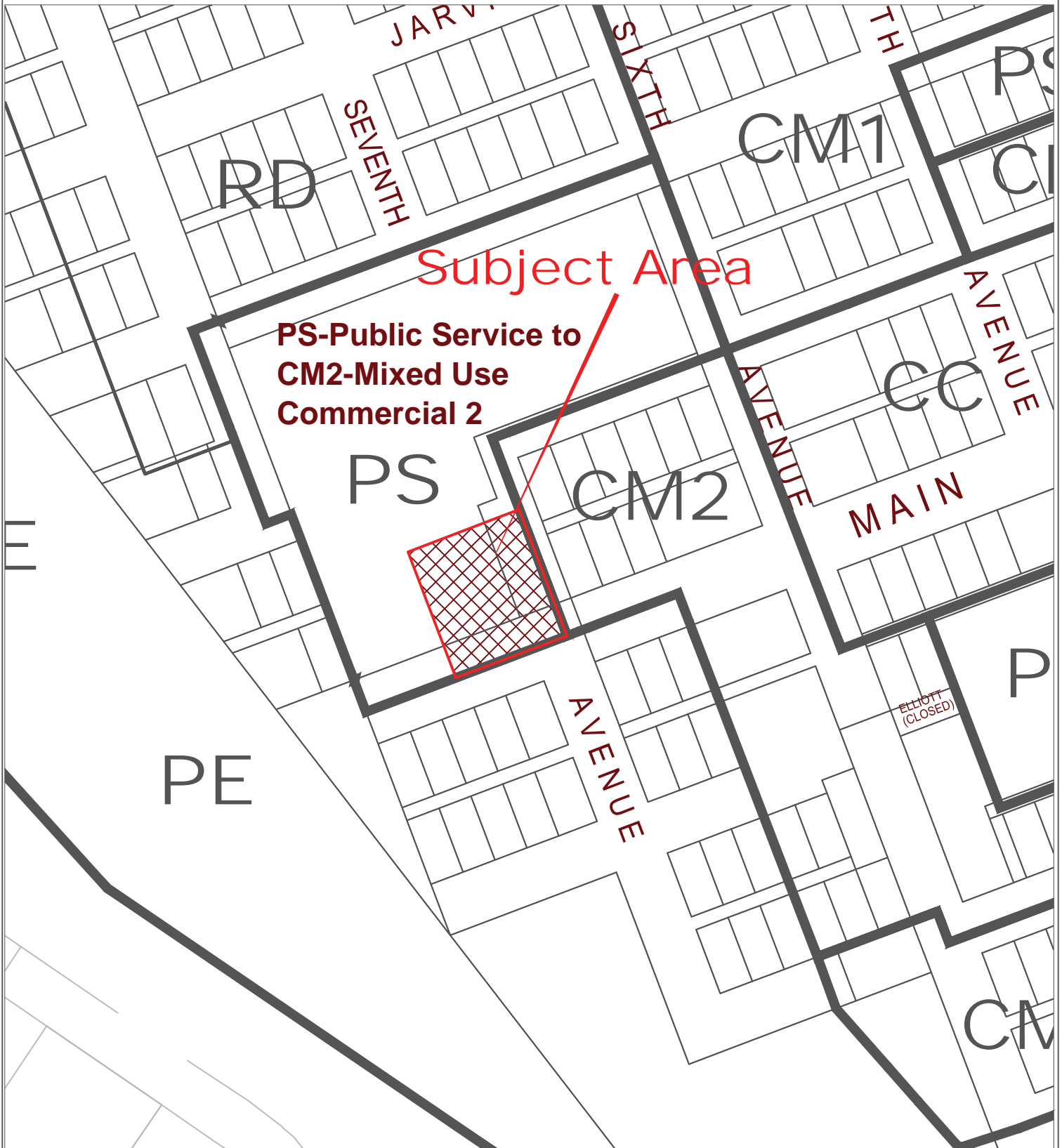
Mayor

City Clerk



0 m 100 m 200 m

CITY OF WHITEHORSE
ZONING BYLAW 2015-27
APPENDIX 'A'



Bylaw 2015-27

A Bylaw to amend the zoning of an area of land north of Main Street and west of Seventh Avenue, Downtown, from PS-Public Service to CM2-Mixed Use Commercial 2.

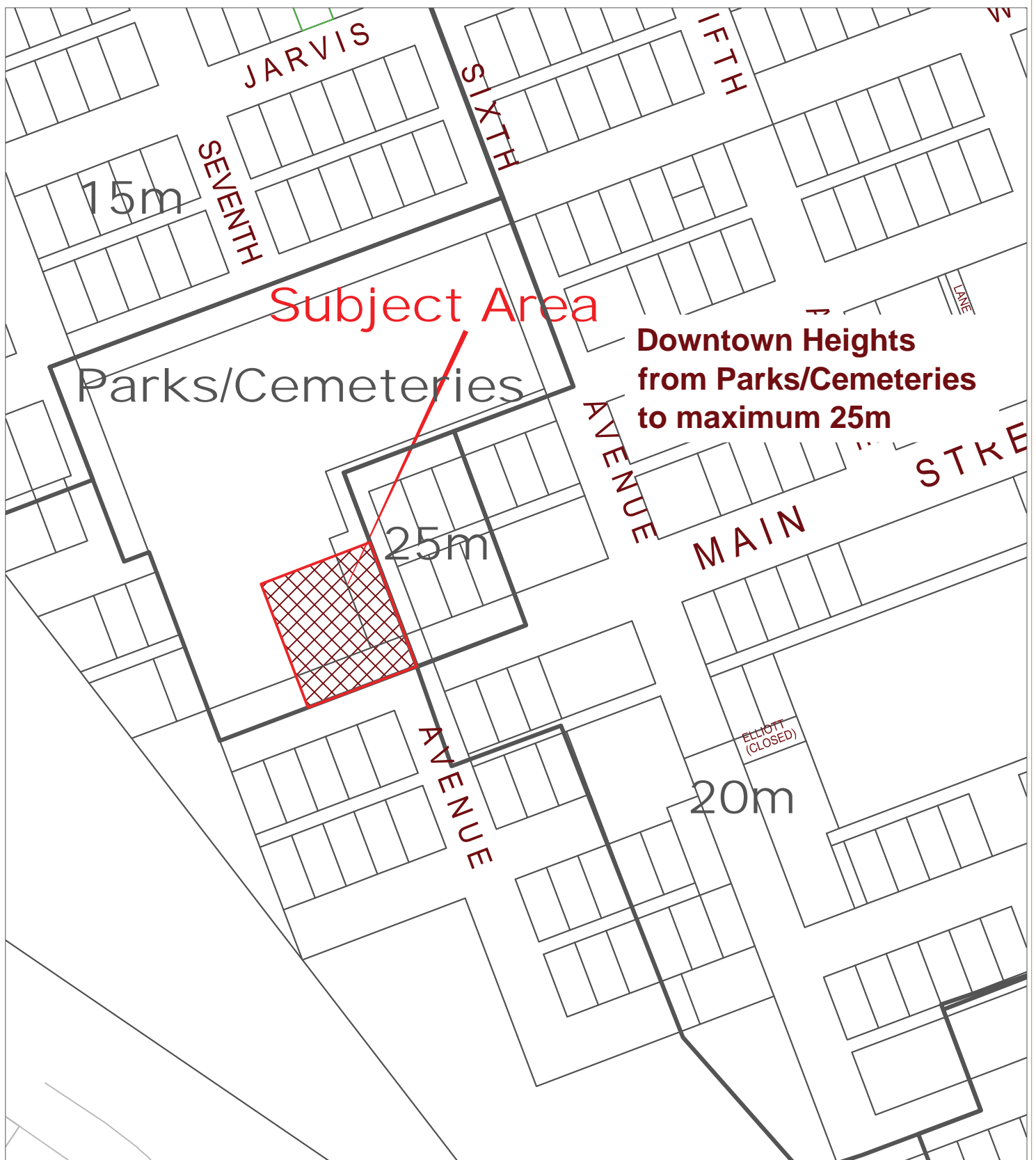
LEGEND



SUBJECT AREA




0 m 100 m 200 m



Bylaw 2015-27

A Bylaw to amend the zoning of an area of land north of Main Street and west of Seventh Avenue, Downtown, from PS-Public Service to CM2-Mixed Use Commercial 2.

LEGEND

 SUBJECT AREA

CITY OF WHITEHORSE

BYLAW 2015-28

A bylaw to authorize the sale of mixed use commercial property at Main St and 7th Ave.

WHEREAS section 265 of the *Municipal Act* (R.S.Y. 2002) provides that Council may by bylaw authorize the sale of any real property; and

WHEREAS it is deemed desirable that a portion of land located Downtown near the intersection of 7th Avenue and Main Street be sold;

NOW THEREFORE the Council of the municipality of the City of Whitehorse, in open meeting assembled, hereby ENACTS AS FOLLOWS:

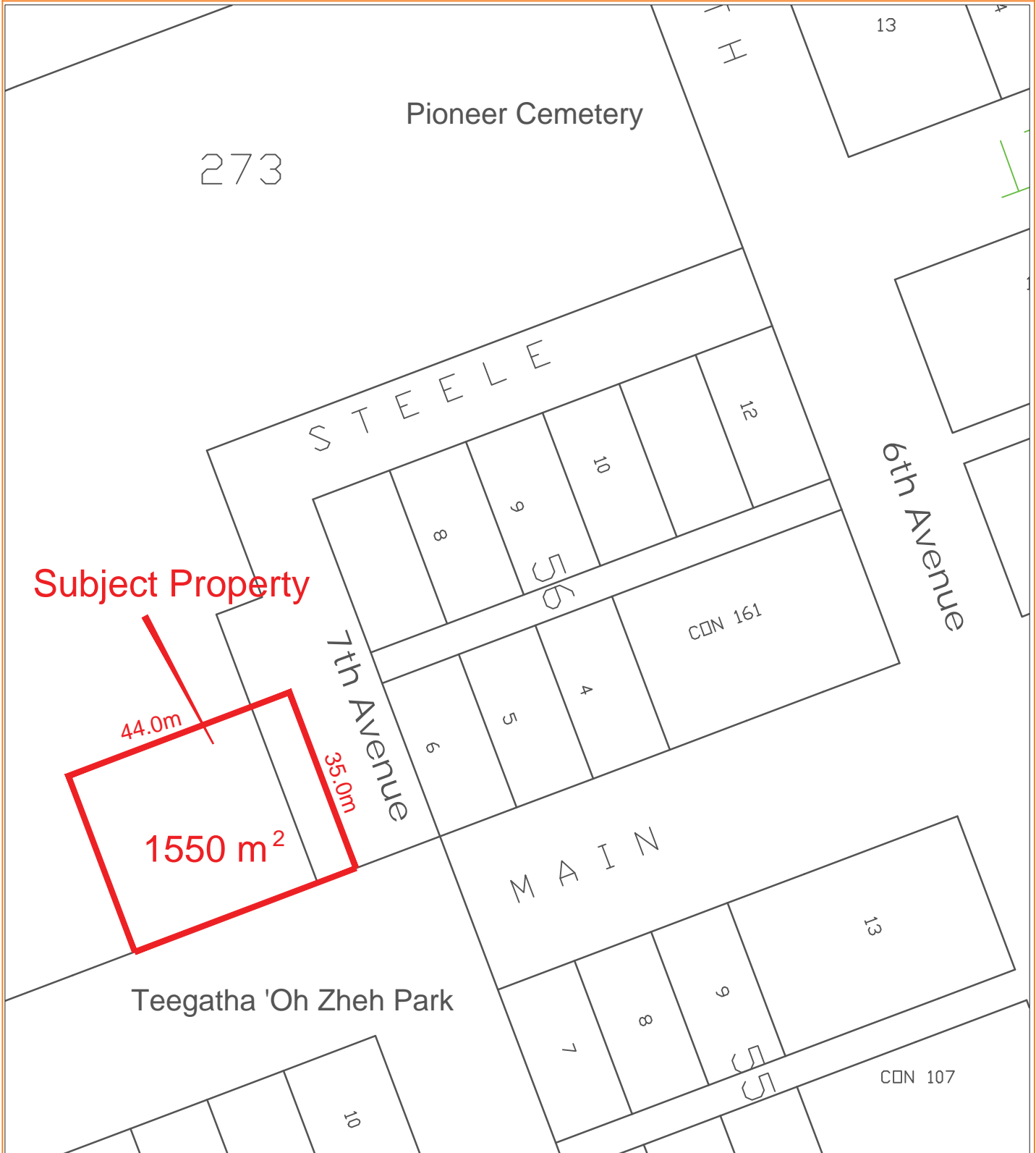
1. The City of Whitehorse is hereby authorized to sell a portion of the property at Block 273 LTO Plan 43309 and a portion of 7th Avenue right of way, being a parcel of land of 1550m² in area, more or less, located at 702 Main Street in the Downtown area, as shown on the sketch attached hereto as Appendix "A" and forming part of this bylaw;
2. The sale of the property will be carried out in accordance with the City of Whitehorse Land Disposition Policy and will be sold using a bid process, with the lot being sold to the highest bidder over the minimum upset price as established by an independent market value appraisal;
3. The Mayor and Clerk are hereby authorized to execute on behalf of the City of Whitehorse all documentation required for the completion of the sale and transfer of ownership of the said lands in an expeditious manner; and
4. This bylaw shall come into full force and effect on the final passing thereof.

FIRST and SECOND READING:

THIRD READING and ADOPTION:


Mayor

City Clerk



A bylaw to authorize the sale of mixed use commercial property north of Main St and west of 7th Ave.

LEGEND

 SUBJECT AREA