

**CITY OF WHITEHORSE**  
**SPECIAL Council Meeting #2022**

**DATE:** May 16th, 2022  
**TIME:** Following Standing  
Committee

**COUNCIL CHAMBERS** at City Hall

<b>Mayor</b>	Laura Cabott
<b>Deputy Mayor</b>	Ted Laking
<b>Reserve Deputy Mayor</b>	Kirk Cameron

## **SPECIAL MEETING OF COUNCIL AGENDA**

**CALL TO ORDER** 6:30 p.m. or immediately following May 16, 2022 Standing  
Committee, whichever is sooner

**AGENDA** Adoption

### **NEW AND UNFINISHED BUSINESS**

1. 1<sup>st</sup> and 2<sup>nd</sup> Reading, Fees and Charges Bylaw Amendment – Transit Fares
2. 1<sup>st</sup> Reading, 151 Black Street Zoning Amendment
3. 1<sup>st</sup> Reading, Land Disposition 2020 2<sup>nd</sup> Avenue / Lowe Street

**ADJOURNMENT**

**CITY OF WHITEHORSE**  
**BYLAW 2022-21**

A bylaw to amend Fees and Charges Bylaw 2014-36

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WHEREAS all City of Whitehorse municipal fees and charges are consolidated into one bylaw; and

WHEREAS Section 220 of the *Municipal Act* (R.S.Y. 2002) provides that Council may by bylaw amend or vary bylaws; and

WHEREAS it is deemed desirable that the Fees and Charges Bylaw be amended to temporarily suspend transit fares in the City of Whitehorse until July 1, 2022;

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

1. Appendix A, Schedule 11 attached to and forming part of the Fees and Charges Bylaw 2014-36 is hereby amended by adding a new fee for all "Bus Fares" in the amount of \$0.00, to be in effect until July 1, 2022.

Bus fares        \$0.00 per transit fee until July 1, 2022.

2. This \$0.00 fee will not apply to discounted monthly Group Passes.
3. May, 2022 transit passes that have already been purchased will be usable in July, 2022 once the City resumes collecting fares.
4. This bylaw shall be deemed to have been in full force and effect from final passage thereof.

**FIRST READING:**            May 16, 2022

**SECOND READING:**        May 16, 2022

**THIRD READING and ADOPTION:**

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Laura Cabott, Mayor

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Wendy Donnithorne, City Clerk

DEPARTMENT	FEE TYPE	DESCRIPTION	ADDITIONAL DETAILS	UNIT	BYLAW 2022-21 FEE	EFFECTIVE DATE	FEE IF GST APPLICABLE
Transit	Bus Fares	Adult Monthly Pass - Age 19-59		each	\$ 62.00	1-Jan-08	no gst
Transit	Bus Fares	Adult Single-cash - Age 19-59		each	\$ 2.50	1-Jan-08	no gst
Transit	Bus Fares	Adult Ticket (sold in strips of 10) - Age 19-59		each strip	\$ 23.00	1-Jan-08	no gst
Transit	Bus Fares	Day Pass - Age 5 and over		each	\$ 5.00	1-Apr-15	no gst
Transit	Bus Fares	Disabled Handy Bus-Cash - Handy Bus disabled customers that meet the eligibility requirements of Handy Bus Service		each	\$ 2.50	1-Jan-08	no gst
Transit	Bus Fares	Disabled Handy Bus-Monthly Pass - Handy Bus disabled customers that meet the eligibility requirements of Handy Bus Service		each	\$ 26.00	1-Jan-08	no gst
Transit	Bus Fares	Disabled Handy Bus-Ticket (strip of 10) - Handy Bus disabled customers that meet the eligibility requirements of Handy Bus Service		each strip	\$ 10.00	1-Jan-08	no gst
Transit	Bus Fares	Disabled Conventional Bus - Conventional Bus disabled customers that meet the eligibility requirements of Handy Bus Service		each	free	1-Jul-03	no gst
Transit	Bus Fares	Pre-schooler:4 and under accompanied by an adult (2 per adult)	proof of age may be required	each	free	22-Jun-98	no gst
Transit	Bus Fares	Senior Monthly Pass - Age 60 and over		each	\$ 26.00	1-Jan-08	no gst
Transit	Bus Fares	Senior Single-cash - Age 60 and over		each	\$ 2.50	1-Jan-08	no gst
Transit	Bus Fares	Senior Ticket (strips of 10) - Age 60 and over		each strip	\$ 10.00	1-Jan-08	no gst
Transit	Bus Fares	Youth Monthly Pass - Age 5-18		each	\$ 40.00	1-Jan-08	no gst
Transit	Bus Fares	Youth Single-cash - Age 5-18		each	\$ 2.50	1-Jan-08	no gst
Transit	Bus Fares	Youth Ticket (sold in strips of 10) - Age 5-18		each strip	\$ 15.00	1-Jan-08	no gst
Transit	Bus Fares	Superpass Monthly - Superpass -ADULT		each	\$ 54.25	1-Jul-18	no gst
Transit	Bus Fares	Superpass Monthly - Superpass -YOUTH		each	\$ 35.00	1-Jan-15	no gst
Transit	Bus Fares	Superpass Monthly - Superpass -SENIOR		each	\$ 22.75	1-Jan-15	no gst
Transit	Bus Fares	Superpass Monthly - Superpass -DISABILITY		each	\$ 22.75	1-Jan-15	no gst
Transit	Bus Fares	Suspend the collection of fees for bus fares until July 1, 2022. This does not apply to monthly Group Passes.		each	-		no gst
Transit	Group Pass	College - 0% -10% (0-55) of students participating		each	\$ 248.00	1-Jan-13	no gst
Transit	Group Pass	College - 10%-20% (56-110) of students participating	0% Transit Discount	each	\$ 248.00	1-Jan-13	no gst
Transit	Group Pass	College - 20%-30% (111-165) of students participating	20% Transit Discount	each	\$ 198.40	1-Jan-13	no gst
Transit	Group Pass	College - 30%-40% (166-220) of students participating	20% Transit Discount	each	\$ 198.40	1-Jan-13	no gst
Transit	Group Pass	College - 40%-50% (221-275) of students participating	35% Transit Discount	each	\$ 161.20	1-Jan-13	no gst
Transit	Group Pass	College - 50% -60% (276-330) of students participating	35% Transit Discount	each	\$ 161.20	1-Jan-13	no gst
Transit	Group Pass	College - 60% -70% (331-385) of students participating	50% Transit Discount	each	\$ 124.00	1-Jan-13	no gst
Transit	Group Pass	College - 70% -80% (386-440) of students participating	50% Transit Discount	each	\$ 124.00	1-Jan-13	no gst
Transit	Group Pass	College - 80% -90% (441-495) of students participating	75% Transit Discount	each	\$ 62.00	1-Jan-13	no gst
Transit	Group Pass	College - 90% -100% (496-550) of students participating	75% Transit Discount	each	\$ 62.00	1-Jan-13	no gst
Transit	Group Pass	Education - 0% of eligible students or employees participating	0% Transit Discount	each	\$ 40.00	1-May-12	no gst
Transit	Group Pass	Education - 25% of eligible students or employees participating	10% Transit Discount	each	\$ 36.00	1-May-12	no gst
Transit	Group Pass	Education - 50% of eligible students or employees participating	15% Transit Discount	each	\$ 34.00	1-May-12	no gst
Transit	Group Pass	Education - 75% of eligible students or employees participating	20% Transit Discount	each	\$ 32.00	1-May-12	no gst
Transit	Group Pass	Education - 100% of eligible students or employees participating	25% Transit Discount	each	\$ 30.00	1-May-12	no gst
Transit	Group Pass	Education - Semester - 0% of eligible students or employees participating	0% Transit Discount	each	\$ 200.00	1-Apr-21	\$ 210.00
Transit	Group Pass	Education - Semester - 25% of eligible students or employees participating	10% Transit Discount	each	\$ 180.00	1-Apr-21	\$ 189.00
Transit	Group Pass	Education - Semester - 50% of eligible students or employees participating	15% Transit Discount	each	\$ 170.00	1-Apr-21	\$ 178.50
Transit	Group Pass	Education - Semester - 75% of eligible students or employees participating	20% Transit Discount	each	\$ 160.00	1-Apr-21	\$ 168.00
Transit	Group Pass	Education - Semester - 100% of eligible students or employees participating	25% Transit Discount	each	\$ 150.00	1-Apr-21	\$ 157.50
Transit	Group Pass	Employers 5-25 Participants - 0% of employees participating	0% Transit Discount	each	\$ 62.00	1-Jun-12	no gst
Transit	Group Pass	Employers 5-25 Participants - 25% of employees participating	3.75% Transit Discount	each	\$ 59.68	1-Jun-12	no gst
Transit	Group Pass	Employers 5-25 Participants - 50% of employees participating	7.50% Transit Discount	each	\$ 57.35	1-Jun-12	no gst
Transit	Group Pass	Employers 5-25 Participants - 75% of employees participating	11.25% Transit Discount	each	\$ 55.03	1-Jun-12	no gst
Transit	Group Pass	Employers 5-25 Participants - 100% of employees participating	15.0% Transit Discount	each	\$ 52.70	1-Jun-12	no gst
Transit	Group Pass	Employers 26-50 Participants - 0% of employees participating	0% Transit Discount	each	\$ 62.00	1-Jun-12	no gst
Transit	Group Pass	Employers 26-50 Participants - 25% of employees participating	5% Transit Discount	each	\$ 58.90	1-Jun-12	no gst
Transit	Group Pass	Employers 26-50 Participants - 50% of employees participating	10% Transit Discount	each	\$ 55.80	1-Jun-12	no gst
Transit	Group Pass	Employers 26-50 Participants - 75% of employees participating	15% Transit Discount	each	\$ 52.70	1-Jun-12	no gst
Transit	Group Pass	Employers 26-50 Participants - 100% of employees participating	20% Transit Discount	each	\$ 49.60	1-Jun-12	no gst
Transit	Group Pass	Employers over 50 Participants - 0% of employees participating	0% Transit Discount	each	\$ 62.00	1-Jun-12	no gst
Transit	Group Pass	Employers over 50 Participants - 25% of employees participating	6.25% Transit Discount	each	\$ 58.13	1-Jun-12	no gst
Transit	Group Pass	Employers over 50 Participants - 50% of employees participating	12.50% Transit Discount	each	\$ 54.25	1-Jun-12	no gst
Transit	Group Pass	Employers over 50 Participants - 75% of employees participating	18.75% Transit Discount	each	\$ 50.38	1-Jun-12	no gst

DEPARTMENT	FEE TYPE	DESCRIPTION	ADDITIONAL DETAILS	UNIT	BYLAW 2022-21 FEE	EFFECTIVE DATE	FEE IF GST APPLICABLE
Transit	Group Pass	Employers over 50 Participants - 100% of employees participating	25% Transit Discount	each	\$ 46.50	1-Jun-12	no gst
Transit	Group Pass	Youth - Employers 5-25 Participants - 0% of employees participating	0% Transit Discount	each	\$ 40.00	1-Jul-13	no gst
Transit	Group Pass	Youth - Employers 5-25 Participants - 25% of employees participating	3.75% Transit Discount	each	\$ 38.50	1-Jul-13	no gst
Transit	Group Pass	Youth - Employers 5-25 Participants - 50% of employees participating	7.50% Transit Discount	each	\$ 37.00	1-Jul-13	no gst
Transit	Group Pass	Youth - Employers 5-25 Participants - 75% of employees participating	11.25% Transit Discount	each	\$ 35.50	1-Jul-13	no gst
Transit	Group Pass	Youth - Employers 5-25 Participants - 100% of employees participating	15.0% Transit Discount	each	\$ 34.00	1-Jul-13	no gst
Transit	Group Pass	Youth - Employers 26-50 Participants - 0% of employees participating	0% Transit Discount	each	\$ 40.00	1-Jul-13	no gst
Transit	Group Pass	Youth - Employers 26-50 Participants - 25% of employees participating	5% Transit Discount	each	\$ 38.00	1-Jul-13	no gst
Transit	Group Pass	Youth - Employers 26-50 Participants - 50% of employees participating	10% Transit Discount	each	\$ 37.00	1-Jul-13	no gst
Transit	Group Pass	Youth - Employers 26-50 Participants - 75% of employees participating	15% Transit Discount	each	\$ 34.00	1-Jul-13	no gst
Transit	Group Pass	Youth - Employers 26-50 Participants - 100% of employees participating	20% Transit Discount	each	\$ 32.00	1-Jul-13	no gst
Transit	Group Pass	Youth - Employers over 50 Participants - 0% of employees participating	0% Transit Discount	each	\$ 40.00	1-Jul-13	no gst
Transit	Group Pass	Youth - Employers over 50 Participants - 25% of employees participating	6.25% Transit Discount	each	\$ 37.50	1-Jul-13	no gst
Transit	Group Pass	Youth - Employers over 50 Participants - 50% of employees participating	12.50% Transit Discount	each	\$ 35.00	1-Jul-13	no gst
Transit	Group Pass	Youth - Employers over 50 Participants - 75% of employees participating	18.75% Transit Discount	each	\$ 32.50	1-Jul-13	no gst
Transit	Group Pass	Youth - Employers over 50 Participants - 100% of employees participating	25% Transit Discount	each	\$ 30.00	1-Jul-13	no gst
Transit	Advertising	Bench Back - monthly	21"x69" ad panel	each	\$ 82.50	1-Jan-13	\$ 86.60
Transit	Advertising	Bench Back - yearly	21"x69" ad panel	each	\$ 825.00	1-Jan-13	\$ 866.30
Transit	Advertising	Exterior King panels, side of bus - monthly	139"x30" ad panel	each	\$ 275.00	1-Jan-13	\$ 288.80
Transit	Advertising	Exterior King panels, side of bus - yearly	139"x30" ad panel	each	\$ 2,750.00	1-Jan-13	\$ 2,887.50
Transit	Advertising	Interior panel - monthly	11"x21" ad panel	each	\$ 33.00	1-Jan-13	\$ 34.70
Transit	Advertising	Interior panel - yearly	11"x21" ad panel	each	\$ 352.00	1-Jan-13	\$ 369.60
Transit	Advertising	Shelters - monthly	47 1/4" x 68 1/2"	each	\$ 385.00	1-Jul-13	\$ 404.30
Transit	Advertising	Shelters - yearly	47 1/4" x 68 1/2"	each	\$ 3,850.00	1-Jul-13	\$ 4,042.50
Transit	Advertising	Vinyl application bus wrap - Side of the bus: 12 Months	Top Runner, One Panel or Lower portion	each	\$ 1,650.00	31-Mar-19	\$ 1,732.50
Transit	Advertising	Vinyl application bus wrap - Full 1 side of the Bus: 12 Months	1 side of the bus fewer areas required clear for safety	each	\$ 3,850.00	31-Mar-19	\$ 4,042.50
Transit	Advertising	Vinyl application bus wrap - Full Bus Wrap 1st Year: 12 Months	Full Bus Wrap, fewer areas required clear for safety	each	\$ 7,700.00	31-Mar-19	\$ 8,085.00
Transit	Advertising	Vinyl application bus wrap - Full Bus Wrap Renewal: each 12 month interval after the 1st Year	Full Bus Wrap, fewer areas required clear for safety	each	\$ 5,133.33	31-Mar-19	\$ 5,390.00
Transit	Advertising	Vinyl application bus wrap - Side of the bus: Late cancellation, non-renewal, monthly fee (10%)	Top Runner, One Panel or Lower Portion	each	\$ 165.00	1-Apr-21	\$ 173.30
Transit	Advertising	Vinyl application bus wrap - Full 1 side of the Bus: Late cancellation, non-renewal, monthly fee (10%)	1 side of the bus fewer areas required clear for safety	each	\$ 385.00	1-Apr-21	\$ 404.30
Transit	Advertising	Vinyl application bus wrap - Full Bus Wrap: Late cancellation, non-renewal, monthly fee (10%)	Full Bus Wrap, fewer areas required clear for safety	each	\$ 770.00	1-Apr-21	\$ 808.50
Transit	Advertising	Back face of bus passes - yearly	Includes Adult 300, Youth 400, Seniors 100	each	\$ 1,980.00	1-Jan-13	\$ 2,079.00

# **CITY OF WHITEHORSE**

## **BYLAW 2022-17**

A bylaw to amend Zoning Bylaw 2012-20

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WHEREAS section 289 of the *Municipal Act* 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 Whitehorse Zoning Bylaw be amended to allow for the development of an office building at Lot 38, Block 316, Plan 2008-0034 LTO YT, municipally known as 151 Black Street;

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

1. Section 10.7 of Zoning Bylaw 2012-20 is hereby amended by adding a new subsection 10.7.8 c) as follows:

“c) Lot 38, Block 316, Plan 2008-0034 LTO YT, located at 151 Black Street in the Downtown area, is designated CMWx(c) with the special modifications being:

Notwithstanding section 10.7.6 of this bylaw, the following provisions apply only if the principal use is offices:

- (1) The requirement to provide at least two principal or conditional uses does not apply.
  - (2) Office use may occupy 100% of the ground floor.
  - (3) The maximum height from sidewalk grade to windowsill height of 0.75 m does not apply.
  - (4) At least 40% of the horizontal distance of each ground floor façade facing a public roadway or pedestrian mall shall be glazed.”
2. The zoning maps attached to and forming part of Zoning Bylaw 2012-20 are hereby amended by changing the zoning of 151 Black Street from CMW – Mixed Use Waterfront to CMWx(c) – Mixed Use Waterfront Modified as indicated on Attachment 1 and forming part of this bylaw.
3. This bylaw shall come into force and effect upon the final passing thereof.

**FIRST READING:**

**PUBLIC NOTICE:**

**PUBLIC HEARING:**

**SECOND READING:**

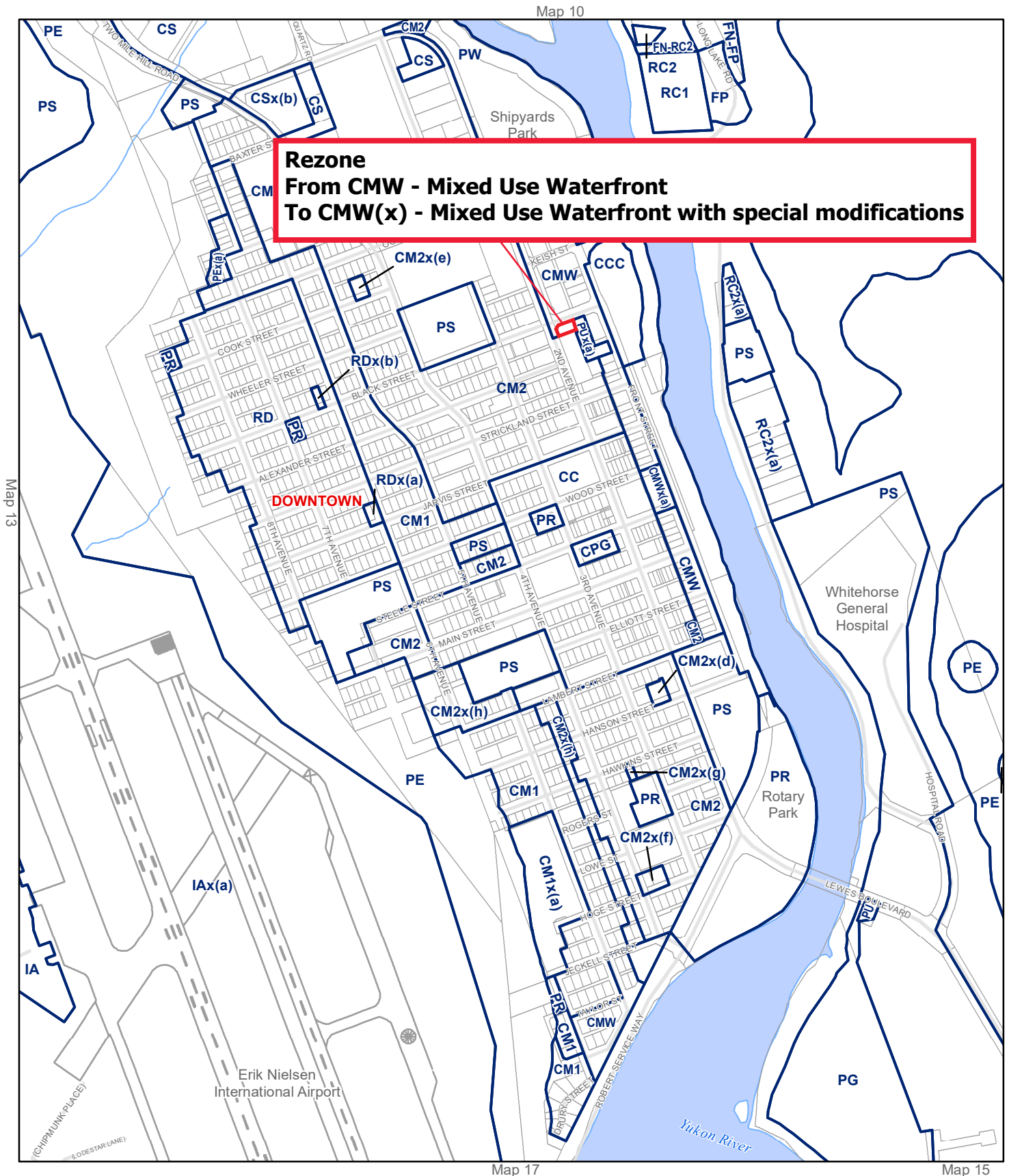
**THIRD READING and ADOPTION:**

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Mayor

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City Clerk



Where a letter appears in brackets following a zoning designation, e.g. RSx(a), the letter corresponds to the 'special restrictions' subsection for that zone.



0 430  
Meters

Projection: NAD 1983 UTM Zone 8

Consolidation date:  
December 17, 2021

# CITY OF WHITEHORSE

## **BYLAW 2022-18**

A bylaw to authorize the sale and disposition of approximately 41.92 m<sup>2</sup> of land for a corner lot enlargement to 2050 2<sup>nd</sup> Avenue.

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

WHEREAS it is deemed desirable that a portion of land located in Downtown on the north westerly corner of 2<sup>nd</sup> Avenue and Lowe Street be sold and disposed;

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 and dispose a portion of Road on Plan 19005 LTO comprising a total area of approximately 41.92 m<sup>2</sup> in Downtown Whitehorse, as shown on the sketch attached hereto as Appendix "A" and forming part of this bylaw;
2. The parcel will be sold for the sum of \$23,500.00, representing fair market value as determined by independent market value appraisal, to the owner of the adjacent Lot 1, Block C, Plan 19005 LTO, on the condition that the lot enlargement area shall be consolidated with Lot 1, Block C, Plan 19005 LTO.
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:**

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Mayor

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City Clerk




CITY OF WHITEHORSE  
BYLAW 2022-18  
APPENDIX 'A'



**BYLAW 2022-18**

A bylaw to authorize the sale and disposition of a portion of ROAD for a lot enlargement to Lot 1, Block C, Plan 19005 LTO.

**LEGEND**

 SUBJECT AREA

**LAND SALE AGREEMENT** dated this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

BETWEEN:

**THE CITY OF WHITEHORSE**

(the "Vendor")

- and -

**3542 YUKON LIMITED**

(the "Purchaser")

W H E R E A S:

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

**Road, Whitehorse, Yukon, Plan 19005 LTO**

("Road")

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

**Lot 1, Block C, Whitehorse, Yukon, 19005 LTO**

(the "Purchaser's Lands")

C. The Vendor has agreed to sell and the Purchaser has agreed to purchase a portion of Road comprising **42 square metres**, more or less, immediately adjacent to the Purchaser's Lands", shown as "Enlargement Area" on Appendix "A" attached hereto.

(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 Property on an "as is, where is" basis for the price and on the terms and conditions herein contained.

## 2. DEPOSIT

- 2.1 The sum of **Two Thousand, Three Hundred Fifty and 00/100 (\$2,350.00) Dollars**, being a non-refundable deposit (herein referred to as the "Deposit") on account of the Purchase Price, is hereby acknowledged by the Vendor. The Deposit shall be applied against the Purchase Price for the Property upon the Closing Date. If the Purchaser elects not to complete the transaction contemplated in this Agreement of Purchase and Sale by the Closing Date, the Deposit shall be forfeited to the Vendor.

## 3. PURCHASE PRICE

- 3.1 The purchase price shall be the sum of **Twenty-Three Thousand, Five Hundred and 00/100 (\$23,500.00) Dollars, plus Goods and Services Tax (the "Purchase Price")**, payable on the following terms, namely cash on closing, of which the Deposit shall form a part (the "Balance Due on Closing"). The Balance Due on Closing shall be paid in the form of a certified cheque, bank draft or solicitor's trust cheque.
- 3.2 The Purchaser agrees to pay for the cost of the consolidation application, legal survey and legal costs required to describe the Property to allow for the consolidation of the Property with the Purchaser's Lands.

## 4. COMPLETION AND TERMINATION

- 4.1 The Balance Due on Closing shall be paid and the sale shall be completed by **September 30, 2022** or such other date as agreed by the parties in writing (the "Closing Date"). In the event that the transaction is not completed on or before **September 30, 2022**, this Agreement shall terminate and be null and void.

## 5. POSSESSION

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

## 6. ADJUSTMENTS

- 6.1 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.

## 7. CONDITIONS PRECEDENT

- 7.1 The Vendor's obligation to complete the sale of the Property is subject to the following conditions precedent:
- 7.1.1 The Purchaser shall own the Purchaser's Lands immediately adjacent to the Property; and

- 7.1.2 The Purchaser shall take title to 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
- 7.1.3 City Council agreeing to proceed with the sale 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 Property with the Purchaser's Lands.
- 7.2 The Purchaser acknowledges and agrees that the Vendor is under no obligation to fulfill the conditions precedent set out in paragraph 7.1.3 hereof and City Council may exercise their discretion and refuse to pass the land disposition bylaw and the City of Whitehorse approving authority for subdivision may refuse to issue subdivision approval for consolidation.

## 8. CONSOLIDATION

- 8.1 The Purchaser agrees to consolidate the Property with the Purchaser's Lands.

## 9. COSTS

- 9.1 The Purchaser shall pay their 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 Property with the Purchaser's Lands. The Purchaser agrees to pay all other costs to consolidate the Property with the Purchaser's Lands, without adjustment or credit.

## 10. ENCUMBRANCES

- 10.1 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.

## 11. RISK

- 11.1 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 2:00 p.m. on the Closing Date. After that time, the Property and any improvements thereon will be at the risk of the Purchaser.
- 11.2 If, after entering into a further written agreement with the Vendor, the Purchaser has commenced construction of any improvements on the Property prior to the Closing Date, the Property and any improvements thereon will be and remain at the risk of the Purchaser until 2:00 p.m. on the Closing Date.

## 12. GOVERNING LAW

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

### 13. CLOSING

- 13.1 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 and Building Services Department located at Unit #6 – 151 Industrial Road (Calcite Business Centre), Whitehorse, Yukon, Y1A 2V3 or such other address or location as the Vendor may provide in writing to the Purchaser, on the Closing Date at the hour of 10 o'clock in the forenoon.

### 14. TIME OF THE ESSENCE

- 14.1 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 sole 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.

### 15. REPRESENTATIONS

- 15.1 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.

### 16. RESIDENT OF CANADA

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

### 17. COUNTERPART AND FAX

- 17.1 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.

### 18. ASSIGNMENT

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

### 19. NUMBER AND GENDER

- 19.1 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.

## 20. FURTHER ASSURANCES

20.1 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.

## 21. ENTIRE AGREEMENT

21.1 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.

## 22. AMENDMENTS

22.1 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:

**Laura Cabott, Mayor**

**City Clerk**

c/s

**OWNER:**

Lot 1, Block C, Whitehorse, Yukon, 19005 LTO

## 3542 Yukon Limited

Per:

c/s

**Leona Commons, Authorized Signatory**

**Witness (if no corporate seal)**



SCALE: 1:6000	DWN. BY: MLB
DATE: MARCH 28, 2022	R.No: 0
FILE No: LOT ENLARGEMENT	
I:\AAA_PROCESS_FILES\Land Disposition\2022\	

## CITY OF WHITEHORSE - LAND AND BUILDING SERVICES

**City of Whitehorse - Land Sale Agreement - APPENDIX "A"**  
 Lot Enlargement for Lot 1, Block C, Plan 19005 LTO, Whitehorse  
 Civic Address: #2050 2ND AVENUE

