

DEVELOPMENT AGREEMENT

THIS Development Agreement made in triplicate as of this _____ day of _____, 2023.

BETWEEN:

THE CITY OF WHITEHORSE
a municipal corporation
(hereinafter called “the City”)

BEING THE PARTY OF THE FIRST PART

AND:

GOVERNMENT OF YUKON, as represented by the Minister of Energy, Mines, and Resources (hereinafter collectively called “the Developer”)

BEING THE PARTIES OF THE SECOND PART

IN RESPECT OF:

Lot 24, Block 209
Riverdale Subdivision
Whitehorse, Yukon Territory
Plan 100045426 LTO

(hereinafter collectively called the “Subdivision Area”)

1) PREAMBLE

WHEREAS the Developer owns or is entitled to become the owner of the Subdivision Area, as outlined in red on the sketch plan attached hereto as Schedule “A”;

WHEREAS the Government of Yukon intends to transfer ownership of Proposed Parcel A as shown on the sketch plan attached hereto (“Proposed Parcel A”) to a third party Developer for the purpose of developing the lot; and

WHEREAS the Government of Yukon has applied for subdivision approval to consolidate the Subdivision Area into one mixed-use lot and one park lot and the City’s Development Officer granted subdivision approval on June 22, 2023 in accordance with the

aforementioned sketch plan, and subject to certain conditions, including the entering into of a Development Agreement for connection of water and sanitary infrastructure to Subdivision Area;

NOW THEREFORE in consideration of the premises and mutual terms, covenants and conditions to be observed and performed by each of the parties hereto, the parties agree as follows:

2) DEVELOPMENT OF THE SUBJECT LAND

- i) The Developer may, upon approval by the City Engineer, upgrade or install new water and sanitary servicing connections to the Subdivision Area in accordance with the City of Whitehorse Servicing Standards Manual.
- ii) If the Developer proposes a different location for servicing connections than the existing location of water and sanitary services, the existing services shall be abandoned at the water and sanitary mains, to the satisfaction of the City Engineer.

2) ADHERENCE TO CITY BYLAWS

- i) The Developer agrees that they shall comply with all statutes, bylaws, regulations and City policies adopted by Council, in place as of the date of execution of this Development Agreement. Interpretation of City policies in effect at date of execution are subject to the intent and provisions of this Development Agreement; and
- ii) It is further agreed by the Developer that, notwithstanding anything in this Development Agreement to the contrary, the Developer shall make application for all permits contemplated by the bylaws of the City and, shall submit such plans, specifications and designs as shall be required by those bylaws prior to issue of such permits.

3) NOTICES

- i) Whenever, under the provision of this Development Agreement, any notices, demands or requests are required to be given by either party to the other, such notice, demand or request may (except where expressly otherwise herein provided) be given by delivery by hand to, by sending the same by facsimile, or by registered mail sent to, the respective addresses or facsimile number hereinafter provided for, and if given by mail shall be deemed to have been served and given on the second business day following the date of mailing by registered mail and provided such addresses or facsimile number may change upon five (5) days notice. In the event that notice is served by mail at the time when there is an interruption of mail service affecting the delivery of mail, the notice shall not be deemed to have been served until one (1) week after the date that the normal service is restored. The respective addresses and facsimile number of the parties being, in the case of the City:

CITY OF WHITEHORSE

ATTENTION: Manager, Land and Building Services
2121 Second Avenue
Whitehorse, Yukon
Y1A 1C2

Email: land@whitehorse.ca

and in the case of the Developer:

YUKON GOVERNMENT

ATTENTION: Matt Ball
Director, Land Management, Energy, Mines, and Resources
Box 2703
Whitehorse, Yukon Y1A 2C6

Email: matt.ball@yukon.ca

4) COVENANTS RUN WITH TITLE

- i) The City may file an interest in the property as a Development Agreement, caveat or such other document as it shall deem advisable against the title to the Subject Land to protect its interests under this agreement, which Development Agreement, caveat or such other document shall be first in priority to any other charge, encumbrance or caveat registered;
- ii) The Developer agrees that pursuant to the *Municipal Act*, the conditions, terms and provisions of this Development Agreement shall be deemed to be covenants running with the title to the Subject Land and shall be binding upon the Developer and their heirs, executors, administrators, successors and assigns; and
- iii) This Development Agreement shall inure to the benefit of and be binding upon the parties, their heirs, executors, administrators, successors and assigns.