



LAND TENDER GUIDELINES

Process, Procedures and Instructions
for Applicants



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INTRODUCTION

What is Land Tender?

1. A land Tender is a method of sale based on a sealed bid process. The Government of Yukon selects a successful bid based on set criteria. This is generally a price driven process.
2. When the Yukon government holds a land Tender, the following website is updated with Tender information and documentation: http://www.emr.gov.yk.ca/landmanagement/upcoming_lotteries_Tender.html

Tender Documentation

3. Documentation to support a Tender consists of the following:

Tender Guidelines

- 3.1 Contains Tender process and procedure information.

Tender Package

- 3.2 Contains specific information pertaining to the lot for sale, including the Tender Bid form, and statutory declaration.

Other Information

- 3.3 When required reports, zoning and municipal information form part of the Tender documentation.

4. As the Bidder, it is your responsibility to become familiar with the Tender documentation and to understand the Tender requirements prior to submitting a Bid.
5. Eligibility requirements are outlined in the Tender package.

Closing Time

6. Bids must be delivered in person or mailed to the Application Office by the Closing Time described in the Tender package. Faxed or e-mailed Bids are not accepted.
7. The Bidder cannot amend their Bid after the Closing Time.
8. Any Bid received after the Closing Time will not be considered regardless of the reason for being late, the Bid will be returned to the Bidder unopened.
9. It is the responsibility of the Bidder to confirm the Closing Time and the Application Office location and to ensure that the Bid is received prior to the Closing Time.
10. Only the Application Office may, by addendum, public notice or other appropriate notice, extend the Closing Time at any time prior to the Closing Time.

Conditions of Sale

11. The Government of Yukon makes no representation or gives any warranty with respect to any improvements or chattels on any lot. Sales are on an "as is, where is" basis pursuant to the *Lands Act and Land Regulations OIC 1983/192*.

12. The Government of Yukon assumes no responsibility for missing survey pins.
13. Survey plans are registered in the Government of Yukon, Department of Justice, Land Titles Office.
14. The Application Office expressly reserves the right to:
 - 14.1 amend the Tender documentation at any time before the Closing Time;
 - 14.2 re-commence or cancel the Tender process at any time without limitation and;
 - 14.3 negotiate with the Bidder or disqualify a Bid from a Bidder who has received notification of being a successful Bidder.

THE BID PROCESS

How to Complete a Tender Bid Form

15. All forms must be completed in full and be printed legibly in ink. Incomplete or incorrect Tender Bid Forms will be considered invalid and disqualified.
16. The Bidder must initial any adjustment, change or correction to information provided by the Bidder on any form.
17. A Bidder must sign and provide their legal name where indicated on the Tender Bid form.
18. Registered Bidders must be aware of the requirements of the *Partnerships and Business Names Act, R.S.Y. 2002, c. 166* and the *Business Corporations Act, R.S.Y. 2002, c.* Failure to comply with the requirements of those statutes, particularly those for registration, may result in rejection of their Bid and disqualification. The Application Office will not accept Bids from joint ventures.
19. Sole proprietors must sign the Bid Form where indicated. "Sole Proprietor" should be included as the Title.
20. For partnerships, at least one partner must sign the Tender Bid form where indicated and the word "Partner" should be included for each signature as the Title.
21. For limited companies and corporations, the duly authorized signing officer(s) of the company must sign the Tender Bid form and state the official capacity in which the signing officer acts (e.g., "Chief Financial Officer") as the Title.

Submitting a Bid

22. In order to be entered into the Tender, a Bidder must affirm a notarized statutory declaration declaring that they will abide by the Tender requirements. Notary services are available at the Application Office free of charge. If the statutory declaration is notarized privately it is submitted in the sealed Bid Envelope.
23. A Bidder may submit only one Bid per lot.
24. A Bidder must provide contact information (e.g. telephone and/or cell number, and an email

address) on their Application in order to be contacted if successful in the Tender. If the Bidder expects to be away on the date of the Tender opening, please provide alternate contact information or appoint an alternate contact person on the Bid form.

25. Bidders are responsible for ensuring their Tender Bid is submitted according to the Tender documentation.
26. The Bidder is deemed to represent and warrant by the submission of the Tender Bid, the Application fee and the Administrative Deposit, that the Tender Bid has been duly authorized and completed.
27. By submitting a Tender Bid form, it is deemed a binding legal obligation on the Bidder.

Application Fee and Administrative Deposit

28. The following are required as two separate items when submitting an Application:
 - 28.1 A non-refundable Application Fee of \$26.25 (\$25.00 for the Application Fee and \$1.25 GST) and;
 - 28.2 A three hundred (\$300.00) dollar cash Administrative Deposit.
29. The Bid deposit and the Administrative Deposit are returned to unsuccessful Bidders. Identification must be shown to collect the Bid and Administrative Deposit.
30. The Bid deposit and Administrative Deposit are held in trust until the Tender process has been completed.

Bid Envelope

31. The Bidder must provide their Bid in a sealed Bid envelope, clearly identifying the name of the Tender on the envelope. The Bid will remain sealed and confidential until the Tender Opening.
32. A Bid envelope is considered complete if it contains the following:
 - 32.1 a completed Tender Bid form; and
 - 32.2 a Bid Deposit in the form of a Certified Cheque, Bank Draft or Canadian Postal Money Order, as described in the Tender package.
 - 32.3 a Valid Yukon Incorporation Certificate, if applicable or;
 - 32.4 confirmation of Yukon registration or a valid Yukon incorporated certificate, if applicable and;
 - 32.5 a copy of a valid Yukon business licence in good standing with the Government of Yukon, Community Services, Consumer and Corporate Affairs, if applicable.
33. If the statutory declaration has been notarized privately, it must be submitted as part of the sealed Bid, otherwise it is completed when the Bid is submitted at the Application Office.

Upset Price

34. An Upset Price is the lowest acceptable price a parcel of land will be sold for by the Government of Yukon. Bidders must supply a Bid equal to or greater than the Upset Price for the Bid to be considered a valid and acceptable Bid.

Bid Deposit

35. The Bidder must choose one of the following options as the Bid Deposit:

Option A

- 35.1 The total Bid Amount for the lot, plus the total GST or provide a valid GST exempt number.

Option B

- 35.2 A minimum of twenty percent (20%) of the total Bid Amount, plus the total GST (or the Bidder must provide a valid GST exempt number).

An Agent

36. A Bidder may authorize an Agent to act on their behalf; however, an Agent may represent only one Bidder and may not act for themselves as well.
37. An Agent acting on behalf of a Bidder must provide the following:
- 37.1 Written, signed authorization by the Bidder allowing the Agent to enter the Tender on their behalf;
 - 37.2 Copies of the Bidder's documentation pertaining to the eligibility requirements listed in the Tender package;
 - 37.3 A photocopy of the Bidder's identification to ensure the Bidder has attained the full age of nineteen (19) years and;
 - 37.3 A signed statutory declaration on behalf of the Bidder. (Available online or at the Application Office).

Amendments

38. Amendments to the Bid must be signed by the Bidder and must be received by the Application Office prior to the Closing Time specified in the Tender package.
39. Failure to sign the amendment or receipt of the amendment after the Closing Time shall cause the amendment to be disqualified in which case the original Bid or any previous amendment, whichever is most recent, shall prevail.
40. The Bidder must initial all erasures or corrections.
41. Multiple amendments to a Bid may be submitted. Each amendment should be clearly numbered sequentially. Every unnumbered amendment shall be deemed a nullity and shall not replace any previous amendment to the Bid.

42. In the sole opinion of the Application Office, if any amendment to a Bid is unclear, ambiguous as to meaning or intent, or does not comply with the requirements of this section, then the Application Office shall reject that amendment.
43. Bidders must ensure that their Bid Deposit reflects any amendments that may have increased their original Bid.
44. An amendment to a Bid must be presented in a new sealed envelope and clearly identify the name of the Tender and signed by the Bidder.

Withdrawal of a Bid

45. A Bidder may withdraw their Bid from the Tender by submitting a signed written request from the Bidder to the Application Office prior to the Closing Time.
46. Bids withdrawn prior to the Closing Time shall be returned to the Bidder with the Administrative Deposit. The Application fee is non-refundable.
47. If a withdrawal is received after the Closing Time, the Administrative Deposit is forfeited.

Addendum

48. A written Addendum issued by the Government of Yukon, Energy Mines and Resources, Land Management Branch, Manager of Land Client Services is the only means of varying or changing Tender details and documentation.
49. If the Application Office releases additional information or makes an amendment to Tender documentation, the written Addendum will be available at the Application Office and posted online http://www.emr.gov.yk.ca/landmanagement/upcoming_lotteries_Tender.html
50. No Government of Yukon employee or Municipal Agent is authorized to amend the content of the Tender details, documents and / or packages except as described in this section.
51. Addendums issued prior to the Closing Time shall become part of the Tender documentation provided the Government of Yukon determines that the Addendum has amended the terms and conditions of the Tender documentation.
52. An Addendum issued up to one (1) calendar week prior to the Closing Time does not require an extension to the Closing Time.
53. An Addendum issued within one (1) calendar week of the Closing Time shall include an extension to the Closing Time to ensure there is at least one (1) calendar week between the Addendum date and the Closing Time.
54. It is the responsibility of the Bidder to take note of all Addendums and any supplementary information issued by the Application Office. Submitting a Bid constitutes a representation by the Bidder that he or she has reviewed all Tender documentation including Addendums made prior to and after submitting a Bid.

Tender Terms and Conditions

55. The Application Office shall not be responsible for any verbal advice, information or instructions given to a Bidder unless confirmed in writing.

56. Submitting a Bid is deemed to be conclusive evidence that the Bidder has inspected the lot available and made all investigations necessary to obtain full understanding as to the condition of the lot and means of access. The Bidder is deemed to have obtained all necessary information, local or otherwise about circumstances that may influence or affect the Bid.
57. By submitting a Bid, the Bidder acknowledges that it has not relied on any statements, representation, or information made, furnished or given by the Government of Yukon other than that contained in the Tender documentation or Addendums.
58. By submitting a Bid, the Bidder acknowledges and agrees to be fully responsible for interpretation of the information contained in the Tender documentation.
59. By submitting a Bid, the Bidder represents and confirms to the Government of Yukon, with the knowledge and intention that the Government of Yukon may rely upon such representation and confirmation, that the Bid has been prepared without collusion or fraud and in fair competition with Bids from other Bidders.
60. A Bidder is solely responsible for the costs and expenses in preparing and submitting Bids.
61. Each Bidder, by submitting a Bid, irrevocably waives any claim, action or proceeding against the Government of Yukon including without limitation any judicial review or injunction application or against any of the Government of Yukon employees, advisors or representatives for damages, expenses or costs including costs of Bid preparation, loss of profits, loss of opportunity or any consequential loss for any reason including:
 - 61.1 any actual or alleged unfairness on the part of the Government of Yukon at any stage of the Tender process; if the Government of Yukon does not award or enter into an Agreement for Sale; or,
 - 61.2 if the Government of Yukon is subsequently determined to have accepted a non-compliant Bid, otherwise breached, or fundamentally breached the terms of the Tender documentation.
62. A Bidder represents and warrants, by submission of a Bid, that they are aware that the Tender and Agreement for Sale are subject to the conditions and provisions of the Lands Act, R.S.Y. 2002, c. 132, and any regulations to such Act, as they may be amended from time to time.

TENDER PROCESS AND PROCEDURES

The Bid

63. The Bidder is deemed to represent and warrant by the submission of their Bid, signed by the Bidder, together with the submission of the Bid Deposit, that the Bid has been duly authorized, validly completed and that it is intended to create a binding obligation of the Bidder.
64. By submitting a Bid, the Bidder agrees that the Bid might held in trust until an Agreement for Sale has been executed. The Bidder agrees if successful, to enter into an Agreement for Sale within fourteen (14) days from the date the Bidder receives from the Application Office notice of being the successful Bidder, failing which the Bidder shall be subject to provisions in the Tender documentation.

Receiving the Bid

65. When receiving a Bid the Application Office will:
 - a) date and time stamp each Bid on the sealed Bid Envelope;
 - b) view a piece of photo identification to ensure that the Bidder has attained the full age of nineteen (19) years;
 - c) collect and receipt the non-refundable Application fee;
 - d) collect the three hundred (\$300) dollar cash Administrative Deposit and;
 - e) ask to notarize the statutory declaration if it has not been privately notarized. If privately notarized it is provided as part of the sealed Bid Envelope.
66. The number of Bids received and Bidder names are confidential until the Tender Opening.
67. The Application Office is available to answer questions about the Tender process. The Application Office cannot assist the Bidder with completing the Tender Bid form because the information in the completed form is confidential.
68. The Government of Yukon shall not pay any Bidder for costs incurred to obtain any monies towards the Tender.

Bid Clarification

69. If, in the opinion of the Application Office, a Bid contains a minor defect, requires clarification, fails to provide requested information, or fails in some way to comply with any requirement of the Tender documentation, then the Application Office may request clarification or supplementary information from the Bidder.
70. Any clarification or supplementary documentation accepted by the Application Office shall be considered to form part of the Bid received from the Bidder. After the Closing Time of the Tender, only the clarification and supplementary documentation specifically requested by the Application Office shall be reviewed and considered as part of the Bid.
71. The Application Office, upon receipt of the appropriate clarification or supplementary information, may, as applicable, accept the clarification or further information, or waive the minor defect or irregularity and accept and continue the review of the Bid.

72. Any failure by a Bidder to provide such clarification or supplementary information within the time frame specified by the Application Office in its request may result, in the opinion of the Application Office, in continued review of the Bid without consideration of the requested clarification or supplementary information or in rejection of the Bid.
73. Bids shall remain irrevocable for sixty (60) days from the Tender Closing Time, unless the Bid is withdrawn prior to Closing Time or when the Tender process is complete.

Disqualified Bids

74. The Application Office reserves the right to reject or accept any and all Bids without further explanation. Rejected Bids will be deemed disqualified.
75. Failure to comply with the requirements set out in this document and the Tender package will be cause for disqualification of a Bid.
76. The Application Office may disqualify any Bid where:
 - 76.1 there is sufficient evidence, satisfactory to the Application Office, indicating that the Bid is a result of collusion between Bidders or;
 - 76.2 there is sufficient evidence, satisfactory to the Application Office, that the Bidder, or any employee or subcontractor, has been involved in fraud, bribery, fraudulent misrepresentation or criminal activity that would adversely affect the ability of the Bidder to enter into an Agreement for Sale.
77. If a Bid is disqualified, the Bid deposit is returned to the disqualified Bidder. The Administrative Deposit is forfeited. The Application fee is non-refundable.

The Tender Opening

78. At the Tender Opening, Bids will be opened and evaluated. Normally the highest Bid will be the successful Bid. A Results list is created at the Tender Opening, normally in order from highest to lowest Bid.
79. Bids that are less than the Upset Price shall be disqualified.
80. The Application Office need not accept the highest Bid.

Results List and Procedures

81. Lots are offered using the Results list.
82. At the discretion of the Application Office, the Results list is considered valid until either no lots remain or there are no Bidders on the Results list.
83. The Application Office will notify the successful Bidder by phone, using the contact information provided on the Bid.

84. If a Bidder rejects the lot, that Bidder:
 - 84.1 will not be able to purchase the same lot for thirty (30) days from when the lot is made available “over the counter” at the Application Office;
 - 84.2 will not be offered another lot;
 - 84.3 will be deemed unsuccessful in the Tender and;
 - 84.4 will forfeit the Administration Deposit.
85. The rejected lot will be offered using the Results list in the manner described above.
86. A Successful Bidder may not trade lots with another Bidder, nor may they trade their offered lot for an unsold lot.
87. Bids and the Administrative Deposit are held in trust until it has been determined that the Results list is null and void.
88. If the Bid and Administrative Deposit are not retrieved within thirty (30) days from the Tender Opening date, they will be mailed to the address provided, by a Government of Yukon issued cheque.
89. At the discretion of the Application Office, lots that are unsold or forfeited after the Tender process, will either be made available for sale at the Application Office “over the counter” or held for another scheduled Tender.

Posting Results

90. It is understood and acknowledged when submitting a Tender Bid that the information contained in the Bid is being collected under the authority of the *Lands Act and Land Regulations OIC 1983/192* to be used for the purpose of the public Tender process.
91. The Application Office may publish information received during the Tender process including, Bidder names, pricing information and lot allocation. Questions about the collection of this information can be directed to the Application Office.
92. The results will be made available by noon the day following the Tender Opening at the Application Office and online at http://www.emr.gov.yk.ca/landmanagement/upcoming_lotteries_Tender.html

PURCHASE INFORMATION AND INSTRUCTIONS

Sale Details

93. The Government of Yukon makes no representation or gives any warranty with respect to any improvements or chattels on a lot. The sale is on a “as is, where is” basis. Development on the lots must comply with requirements pursuant to the following:
- a) Tender documentation;
 - b) *Lands Act and Regulations Order in Council 1983/192*;
 - c) Orders in Council, when applicable;
 - d) Zoning requirements, when applicable;
 - e) Municipal bylaws and requirements, when applicable;
 - f) Other Acts and Regulations and;
 - g) The Agreement for Sale document.

Agreement for Sale Information

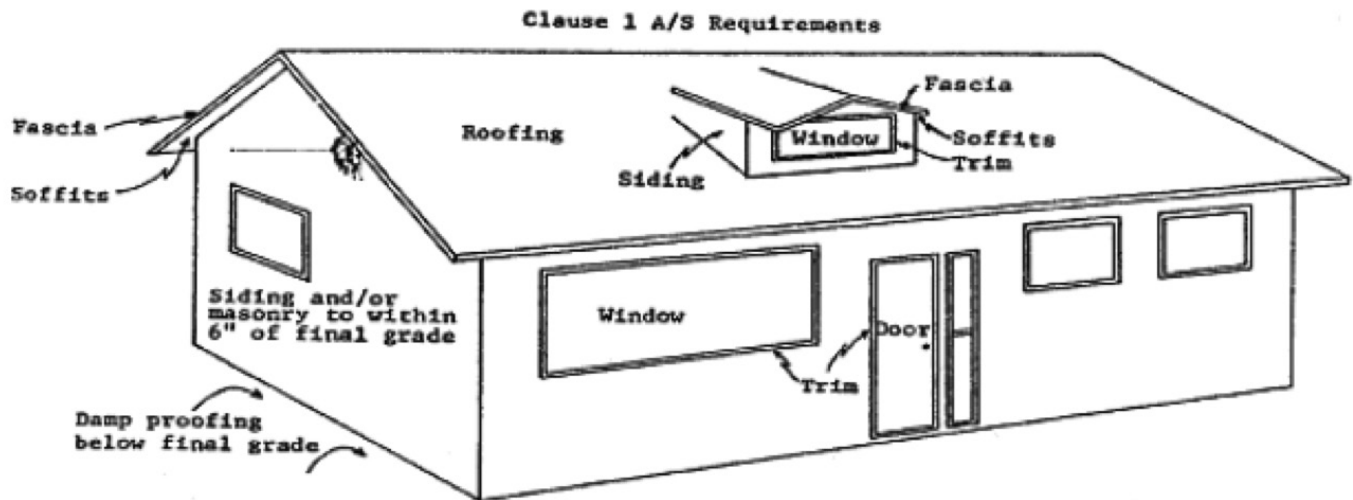
94. All successful Bidders are required to complete an Agreement for Sale within fourteen (14) days of the offer. The date a lot is offered will be the effective date of the Agreement for Sale.
95. An Agreement for Sale outlines conditions, terms of the sale, and purchase requirements, including obligations to complete the purchase transaction and may include building requirements when applicable or other restrictions. Specific terms and conditions of the Agreement for Sale are described in the Tender package.
96. In the event that the successful Bidder fails to complete an Agreement for Sale within fourteen (14) days of being notified, the Bidder shall be deemed disqualified and the Bid rejected. The Bid will be returned, and the lot and Administrative Deposit will be forfeited.
97. Assignments of an Agreement for Sale are not permitted. Subject to completion of the Agreement for Sale requirements, title is raised in the name of the successful Bidder. Additional names may be added to the Agreement for Sale however, the original Bidder may not remove their name. A written request is required to make and changes to an Agreement for Sale.
98. The interest rate is fixed at five (5) percent or two and one-half (2.5) percentage points above the bank rate, whichever is higher, pursuant to section 17 of the *Lands Act and Regulations OIC 1983/192*.
99. A Development Cost Charge may be applicable at the time of sale for lots within Whitehorse. Refer to the Tender package for information. This fee is a City of Whitehorse bylaw regulation, and is collected by the Application Office on behalf of the City of Whitehorse. Information about this fee is available from the City of Whitehorse.
100. A payment schedule will be attached to the Agreement for Sale.
101. If an Agreement for Sale is cancelled within sixty (60) days from the effective date, the twenty (20%) percent down payment, GST and all other monies paid toward the lot will be refunded with the exception of a three hundred (\$300.00) Administrative fee and the Application fee is non-refundable.

102. If the Agreement for Sale is cancelled more than sixty (60) days after the effective date, the purchaser forfeits the twenty (20%) percent down payment. The GST and monies paid exceeding the twenty (20%) percent down payment is refunded, with the exception of the Application fee that is non-refundable.
103. If an Agreement for Sale is cancelled, the Development Cost Charge paid, if applicable, is refunded by the City of Whitehorse.
104. Once a Bidder has received a signed and notarized copy of the Agreement for Sale, the Bidder may acquire the necessary permits, if required, and proceed to develop or utilize the land.
105. Land title documentation will be issued once all conditions of the Agreement for Sale have been met.

Bid Dispute Resolution

106. Each Bidder, by submitting a Bid, consents to the disclosure of the Bid and the evaluation of the Bid to the Bid Challenge Committee. Subject to the *Access to Information and Protection of Privacy Act* and the Bid dispute resolution process, if applicable, information other than prices contained in Bids submitted to the Government of Yukon and Bidder names shall be held in confidence.
107. Each Bidder agrees, that if any dispute with any matter arising out of the Tender process or relating in any way to the Tender documentation, shall:
 - 107.1 make bona fide efforts to resolve the dispute by amicable negotiations initially between staff representatives of the Bidder and the Government of Yukon and, if unsuccessful, subsequently between the Chief Executive Officer of the Bidder and the appropriate Assistant Deputy Minister of the Government of Yukon;
 - 107.2 provide frank, candid and timely disclosure of all relevant facts, information and documents relating to the dispute to the Government of Yukon and;
 - 107.3 failing resolution through amicable negotiation submit the dispute to the Bid Challenge Committee.
108. Each Bidder, by submitting a Bid, irrevocably agrees that:
 - 108.1 if the Bidder has any dispute concerning any matter arising out of the Tender process or that relates in any way to the Tender documentation it shall be bound by and shall proceed in accordance with the dispute resolution process described herein;
 - 108.2 the Bidder shall not seek injunctive relief or take any other action or proceeding to impede or stop the Tender process or award of the Agreement for Sale and;
 - 108.3 the Bidder shall be bound by and shall proceed through the Bid Challenge Process set out in the Government of Yukon's Contracting Regulations and Contracting Directive which can be viewed at: <http://www.hpw.gov.yk.ca/selling/policy.html>

CLAD TO WEATHER REQUIREMENTS



A. Frame Dwelling

1. All doors and windows installed with associated trim.
2. All exterior sheathing must be faced with siding and/or masonry work (including stucco to and including final coat) to within 6\" of final grade or exterior sheathing may be strapped and painted if interior wall surfaces are finished including insulation, vapor barrier and interior finish.
3. The basement must be damp-proofed to final grade level, backfilling not required.
4. All roofing, fascia and soffit must be installed.
5. Undersides of house overhangs must be sheathed and painted.

B. Double Wide Prefabricated Units

1. Same as the frame dwelling description above, including completion of junction point of two halves and facing to header.

C. Log Dwelling

1. Same as the frame dwelling description above, including installation of windows, doors and associated trim.

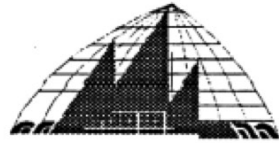
D. Mobile Home

1. The skirting must be installed with siding and/or strapping of joints and painting.
2. A trailer must be placed on a foundation approved under a Building Permit issued by the appropriate authority.

E. Building Requirement

1. The Government of Yukon has adopted a national standard definition, which suggests the building clad to the weather when it is sealed to the elements (wind, rain or snow). Siding can be Tyvek, plywood with corners sealed, etc. All soffits and fascia must be installed.
2. Verification and detail should be obtained from the agency who you entered into an Agreement for Sale with; they will be performing inspections as part of the Agreement for Sale process.
3. If building within a Municipality, please also contact them to discuss municipal building requirements.
4. If building outside of a Municipality, please contact Energy Mines and Resources, Land Planning Branch or Community Services, Building Safety.

SURVEY MONUMENTS AND FENCING INFORMATION



acsls - aatc

Association of Canada Lands Surveyors
Association des Arpenteurs des Terres du Canada

PROTECT YOUR LEGAL SURVEY MONUMENTS

Legal survey monuments define the boundaries of your land and those of your neighbour too. Everyone has a responsibility to protect monuments from being disturbed or destroyed.

Legal survey monuments are required by law and are very expensive to replace if their position is lost through fence building or other construction.

Deliberate removal or disturbance of a legal survey monument is a criminal offence. The only person with the authority to place, replace or move a legal survey monument is a Canada Lands Surveyor.

Legal survey monuments come in various shapes and sizes. The most common ones are shown below and are made of metal, usually referenced by nearby metal T-bars or by 2" by 2" wooden stakes.



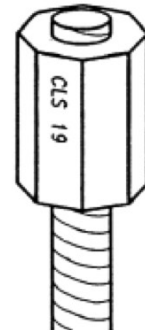
**CLS STANDARD
POST**



CLS '69 POST



**OLD PATTERN
IRON POST**

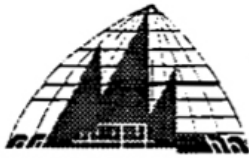


CLS '77 POST

If in doubt about the position or reliability of your legal survey monuments, contact one of the professional land surveying companies listed in the Yellow Pages under the heading "Surveyors-Land".

*Prepared as a public service by the Yukon Regional Group of the
Association of Canada Lands Surveyors
Box 4418, Whitehorse, Yukon. Y1A 3T5*

SURVEY MONUMENTS AND FENCING INFORMATION



Association of Canada Lands Surveyors
Association des Arpenteurs des Terres du Canada

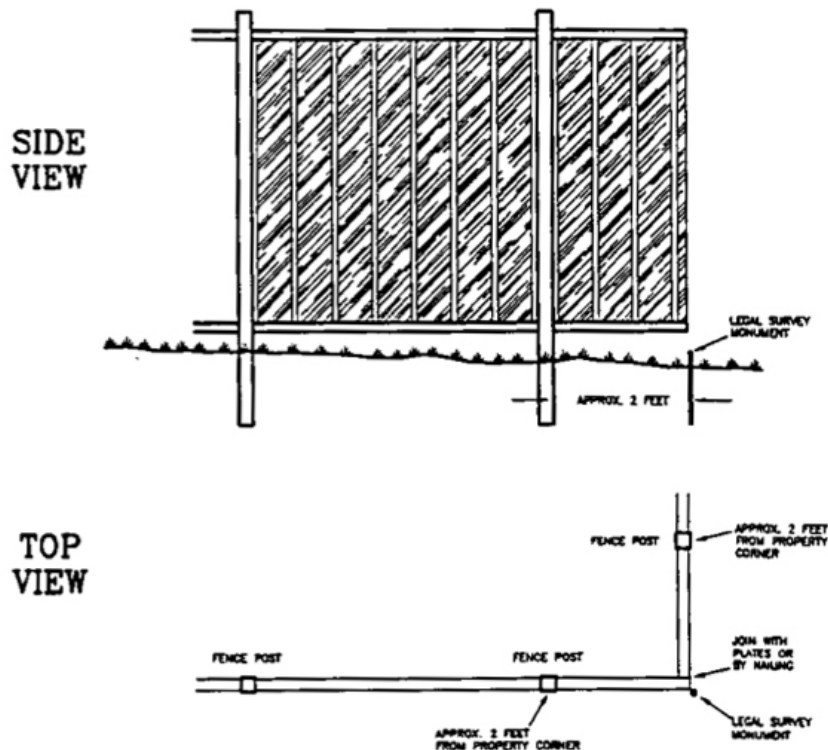
acsls - aatc

HOW TO PROTECT YOUR LEGAL SURVEY MONUMENTS WHEN FENCE BUILDING

When building fences, it is advised that you do not place the fence post at the property corner. Either place the fence post back from the property corner or cantilever the fence as shown.

This allows you to build your fence without moving or disturbing the legal survey monument.

Remember, the cost of replacing lost or disturbed monuments can be high!



If you are unsure of the location of your property corners, contact one of the professional land surveying companies listed in the Yellow Pages under the heading "Surveyors-Land".

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