

**LEASE AGREEMENT
(Recreational)**

Between

TESLIN TLINGIT COUNCIL

("TTC")

and

(the "Lessee")

WHEREAS TTC is the owner of the lands described in Schedule 'A' (hereafter the "Land"), located near the Little Teslin Lake, in the Yukon Territory;

AND WHEREAS TTC has the authority to lease the Lands pursuant to the *Settlement Land and Resources Act 2008 (revised), C. 2, Statutes of The Teslin Tlingit Council, 2008* (the "SLRA");

AND WHEREAS the Lessee wishes to lease the Land for the Lessee's sole use and occupation, [NTD *if more than one Lessee, add "and to hold and own the leasehold interest as joint tenants and not as tenants in common" or amend as required*]

NOW THEREFORE THE PARTIES AGREE, that in consideration of the rent, promises and agreements described below and subject to the SLRA, as amended from time to time, TTC hereby grants to the Lessee and the Lessee hereby leases from TTC the Land for a term of thirty (30) years, commencing the ____ day of _____, 20____ and ending on the ____ day of _____, 20____.

Reservations

1. The Lessee agrees that this Lease is subject to the following terms, conditions and reservations:
 - (a) all mines and minerals, as defined in the Teslin Tlingit Council Final Agreement, which may be found to exist within, upon or under the Land together with the power to work the same and for that purposes to enter upon, use and occupy the Land or so much of it and to such an extent as may be necessary for the effective working and extracting of said minerals;
 - (b) the right of TTC or its contractors or agents to enter upon the Land for the purpose of installing and maintaining any public utility or road;
 - (c) any reservations on land use or permitting access to the Land identified in the Teslin Tlingit Council Final Agreement, including the encumbering rights described in subsection 5.4.2 of that Agreement; and
 - (d) the provisions of Section 28 of the SLRA.

Renewal

2. Subject to the Lessee having performed and observed all the covenants and agreements on the part of the Lessee to be performed and observed, and upon a renewal being requested by the Lessee, in writing, and at least ninety (90) days prior to the expiry of this Lease, TTC may grant the Lessee a renewal of this Lease for a further term of thirty (30) years upon essentially the same terms and conditions as provided in this Lease.

Annual Lease Rental

3. The annual lease rental for the first five years of the Lease term shall be \$2,400.00, plus GST, payable in advance on the first day of each year of the Lease, the first such payment being payable on the ____ day of _____, 20____.

4. The lease rental for the balance of the Lease term shall be reviewed after five (5) years and every five (5) years thereafter for the duration of the Lease term. The lease rental shall be ten (10%) per cent of the appraised value of the Land made by the Yukon Property Assessment Branch on the date of determination.

Conditions - Use of the Land and Restrictions

5. It is a condition of this Lease that:
 - a) this Lease shall not be secured by misrepresentation as to any material facts;
 - b) the Lessee shall conform to all applicable First Nation, Federal, Territorial and Municipal laws with respect to the Land;
 - c) the Lessee shall use the Land solely for the private recreational purposes and will not permit the Land or any portion thereof to be used or occupied for any other purpose;
 - d) the Lessee shall not construct a dwelling on the Land that exceeds a total of 100 square meters;
 - e) the Lessee shall not construct an accessory building in excess of 50 square meters; and
 - f) the Lessee shall not use the Land as a permanent residence. For greater certainty occupation of the Land for more than 180 days in a calendar year shall be considered permanent residency;

the breach of any condition shall result in the Lessor terminating this Lease.

6. The Lessee agrees that no structures or improvement or additions to an existing structure or improvement will be constructed on the Land unless the plans and specifications for it have been submitted to TTC and TTC has given its written approval for the construction of the structure or improvement. The Lessee further agrees that any structures or improvements constructed shall comply, as applicable, with the National Building Code of Canada.

Protection of the Land

7. The Lessee agrees that in the event that the Lessee is conducting operations which are, in the opinion of TTC, causing unacceptable damage to the Land or environment, TTC may require that the activities of the Lessee be suspended until such time as the situation has been remedied to the satisfaction of the TTC. And when so requested, the Lessee shall suspend their activities until the situation has been remedied to the satisfaction of TTC.

Lessee Covenants

8. The Lessee is responsible for and shall pay all taxes, local improvement rates and assessments, all public utility charges and any other rates, charges, impositions or fees charged or levied from time to time by any competent authority in respect of the Land and any improvements on or attached to the Lands. The Lessee further agrees to be the assessed tax payer.

Assignment

9. This Lease and any rights and obligation under or derived from this Lease may be assigned by the Lessee, subject to the prior written consent of TTC, which consent will not be unreasonably withheld. Where the Lessee wishes to assign this Lease, the Lessee shall pay any outstanding rent or other amounts owing under this Lease, and provide TTC with a properly executed unconditional assignment, in duplicate, in form and content satisfactory to TTC, together with an assignment registration fee of Fifty (\$50.00) dollars, or such fee as may be prescribed under the *Settlement Land and Resources Act* from time to time.

Indemnity

10. The Lessee shall hold TTC free of all liabilities concerning the Land during the term of this Lease, and shall indemnify and save harmless TTC from and against all actions, claims, demands, costs, and damages whatsoever resulting, directly or indirectly, from all uses of the Land, or anything done or omitted to be done by

the Lessee or his or her servants, employees, invitees, agents or contractors whatsoever, save and except for damages caused by the negligence of TTC.

Waiver

11. Unless a waiver is given in writing by TTC, TTC will not be deemed to have waived any breach or breaches by the Lessee of any of the terms of the Lease, and a waiver will relate only to the specific breach to which it refers.

Default

12. If the Lessee is in default of any term of this Lease, TTC may send to the Lessee, by registered mail or personally delivery, a written notice requiring the Lessee to remedy the default. If the default is not remedied to the satisfaction of TTC within ninety (90) days of the date of the default notice, TTC may by written notice cancel the Lease. The cancellation will be effective immediately upon the mailing or personal delivery of such notice to the Lessee, whether or not TTC has reentered the Land or done any other act or thing with respect to the Land or the Lease.

Cancellation or Expiry

13. Upon the cancellation or expiration of this Lease, the Lessee shall deliver up possession of the Land in a condition satisfactory to TTC. In particular, TTC may require the Lessee to remove any improvements made to or structure affixed to or placed on the Land, and any other property placed or located on the Land, and otherwise to restore the Land. In the event the Lessee does not carry out such removals and restoration within three (3) months of the cancellation or expiry of the Lease, despite being requested to do so, TTC may carry out the removals and restoration and may recover the cost of so doing from the Lessee.
14. Cancellation or expiration of this Lease will not prejudice TTC's right to unpaid rent or any other right arising under or as a result of the Lease.
15. The granting of this Lease does not expressly or impliedly grant any rights of ownership or possession of any structures, fixtures and improvements on the Land. The Lessee may sever and remove from the Land all structures, fixtures and improvements which were affixed or placed at the Lessee's expense or otherwise owned by or subject to the right of the Lessee. If the Lessee does not remove structures, fixtures and improvements within twelve (12) months of the termination of this Lease, the structures, fixtures and improvements become the property of TTC unless the Lessee has advised TTC in writing of his or her intention to remove them. If the structures, fixtures and improvements have not been removed within six (6) months of that notice, then the structures, fixtures and improvements become the property of TTC.

General

16. The Lessee shall have vacant possession of the Land upon the signing and delivery of this Lease.
17. TTC assumes no liability, expressed or implied, to provide access to the Lands from any access road. The Lessee acknowledges the nature and current state of repair of the existing access and agrees that such access is accepted as and where is and TTC has no present or future obligations to change, increase, maintain, repair or clear snow from access to the Lands.
18. The boundaries of the Land are subject to such adjustment and alteration as may be shown by survey to be necessary.
19. The Lessee will allow entry in, under or upon the Land or so much thereof as is reasonable for the purpose of examining or inspecting the Land.
20. Time shall be of the essence of this Lease.
21. This Lease shall enure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

22. The provisions of the SLRA, regulations there under, as amended from time to time, are incorporated herein by reference, are binding on the Lease and form part of its terms.
23. All written notices respecting the Land or this Lease shall be deemed to have been delivered as follows:
- a) Any notices to be given to TTC shall be sufficiently given if mailed by registered mail, postage prepaid, addressed to TTC at P.O. 133, Teslin, Yukon, Y0A 1B0 or at such other address as TTC may specify by notice in writing.
 - b) Any notices to be given to the Lessee shall be sufficiently given if:
 - i) Delivered to the Lessee at the Land; or
 - ii) To forward a written or printed copy thereof by registered mail, postage prepaid, addressed to the Lessee at _____, or such other address as the Lessee subsequently provides.

All notices or demands to the Lessee will be conclusively deemed to have been given on the day on which such notice is delivered, left or affixed, or on the next business day (other than a Sunday) following the day on which notice is mailed, as the case may be.

SIGNED by or on behalf of the Lessee at the ____ of _____, in the Yukon Territory, this ____ day of _____, 20__.

Witness

Signature of Lessee

SIGNED by or on behalf of Teslin Tlingit Council at the Teslin, in the Yukon Territory, this ____ day of _____, 20__.

Authorized Representative of the Executive Council

Witness

Authorized Representative of the Executive Council

Witness

LEASE AGREEMENT (Recreational)

SCHEDULE "A"

Description of Lands (ref: First Recital Page One):

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