

Made pursuant to the *Territorial Lands (Yukon) Act* and the Territorial Lands Regulation

FILE NO: _____
DISPOSITION NUMBER: _____

**GOVERNMENT OF YUKON
LEASE**

BETWEEN:

**THE GOVERNMENT OF YUKON
as represented by the Manager, Land Management Branch,
Department of Energy, Mines and Resources**

(*"Lessor"*)

AND:

Name

(the *"Lessee"*)

WHEREAS:

A. The *Lessor* is the owner of the following Land, namely:

Parcel _____,
_____,
as shown in red on the attached sketch

(the *"Land"*).

Note: If a plan of survey is registered in the LTO, a legal description for a specific lot will be included here.

B. The *Lessee* desires to occupy the Land for private recreational purposes only.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. The *Lessor* hereby grants to the *Lessee* a lease to occupy the Land, SUBJECT TO THE FOLLOWING RESERVATIONS:
 - (a) all mines and of all minerals whether solid, liquid or gaseous which may be found to exist within, upon, or under such lands together with the full powers to work the same and for that purpose to enter upon, use and occupy the Land or so much of the Land and to such an extent as may be necessary for the effectual working and extracting of the said minerals;
 - (b) the rights of the recorded holders of mineral claims and any other claims or permits affecting the Land;
 - (c) all timber that may be on the Land;
 - (d) the right to enter upon, work, and remove any rock outcrop required for public purposes;
 - (e) such right or rights-of-way and of entry as may be required under regulations in force in connection with the construction, maintenance, and use of works for the conveyance of water for use in mining operations; and
 - (f) the right to enter upon the Land for the purpose of installing and maintaining any public utility.

Term

2. This Lease shall be for a period of **30** years commencing on the ___ day of _____, 200__, and ending on the ___ day of _____, 20__.

Renewal

3. Subject to the Lessee having performed and observed all the covenants and conditions on the part of the *Lessee* to be performed and observed, and upon a renewal being requested by the *Lessee*, in writing, at lease ninety (90) days prior to the date of expiry of this Lease, the *Lessor* may grant to the *Lessee* a renewal of this Lease for a further term of thirty (30) years upon essentially the same terms and conditions as are herein contained.

Annual Lease Rental

4. The annual lease rental for the first five years of the Lease term shall be \$2400.00, plus GST, payable in advance on the first day of each year of the Lease.
5. The lease rental for the balance of the Lease term shall be reviewed after five years and every five years thereafter for the duration of the Lease term. The lease rental shall be 10 percent of the appraised value of the Land made by the Yukon Property Assessment Branch on the date of determination.

Conditions

6. 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* is responsible for and shall pay all taxes, local improvement rates and assessments and all public utility charges respecting the Land during the term of this Lease;
 - 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 an accessory building in excess of 50 square meters;
 - e) the *Lessee* shall not construct an accessory building in excess of 50 square meters;
 - 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;
 - g) the *Lessee* shall not remove any timber for commercial purposes. and,
 the breach of any condition shall result in the *Lessor* terminating this Lease.
7. It is also a condition of this Lease that if the *Lessee* is convicted of any applicable Federal, Territorial and Municipal law with respect to the Land, which in the sole discretion of the *Lessor*, is serious, the *Lessor* shall terminate this Lease.

Restrictions

8. The *Lessee* may not assign or sublet this lease or the privileges or rights hereby conferred except with the written consent of the *Lessor*. Consent will not be unreasonably withheld.
9. The *Lessee* shall not construct, or cause to be constructed any buildings, structures, or improvements on the Land unless the plans and specifications have been submitted to the *Lessor* for written approval except in accordance with the regulation.

Assignment

10. Where the *Lessee* wishes to assign this Lease, the Lessee shall pay any outstanding rent and furnish the *Lessor* with a properly executed unconditional assignment, in duplicate, together with an assignment registration fee of \$50.00 and proof that all taxes on the Land have been paid.

Indemnity

11. The *Lessee* shall hold the *Lessor* free of all liabilities concerning the Land during the term of this Lease, and shall indemnify and save harmless the *Lessor* from and against all actions, claims, demands, costs and damages whatsoever resulting from all uses of the Land, or anything done or omitted to be done by the *Lessee*, his servants, agents and employees, save and except for damages caused by the *Lessor*.

Waiver

12. Unless a waiver is given in writing by the *Lessor*, the *Lessor* will not be deemed to have waived any breach by the *Lessee* of any of the terms of the Lease, and a waiver relates only to the specific breach to which it refers.

13. **Default**

In the event that the *Lessee* is in default of any term of this Lease, the *Lessor* may send to the *Lessee*, by registered mail, a notice requiring the *Lessee* to remedy the default. If the default is not remedied to the satisfaction of the *Lessor* within 90 days of the date of the default notice, the *Lessor* may cancel this Lease. Cancellation will be effective immediately upon the mailing of notice of such to the *Lessee*, whether or not *Lessor* has re-entered the Land or done any other act or thing with respect to it.

Cancellation or Expiry

- 14. Upon the cancellation or expiration of this Lease, the *Lessee* will deliver up possession of the Land in a condition satisfactory to the *Lessor*. In particular, the *Lessor* may require the *Lessee* to remove any improvements made to or structures affixed to or placed on the Land, and any chattels or other property placed on the Land, and otherwise to restore the Land. In the event the *Lessee* does not carry out such removals and restoration within 3 months of termination of the Lease, despite being requested to do so, the *Lessor* may carry out the removals and restoration and may recover the cost of so doing from the *Lessee*.
- 15. Cancellation or expiration of this Lease will not prejudice the *Lessor's* right to unpaid rents or any other right arising under the Lease.

General

- 16. The *Lessee* shall have vacant possession of the Land upon execution of this Lease.
- 17. The *Lessor* assumes no liability, expressed or implied, to provide access to the Land from the access road.
- 18. The *Lessor* shall not be responsible for snow clearing of or maintenance to the access road.
- 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, and successors of the parties hereto.
- 22. The provisions of the *Territorial Lands (Yukon) Act* and the *Territorial Lands Regulation* are binding on this Agreement and form part of its terms.
- 23. All written notices respecting the Land or this Lease shall be deemed to have been delivered when mailed to the *Lessee* at:

or such other address as the *Lessee* subsequently provides;

and to the *Lessor* at:

Land Management Branch
 Department of Energy, Mines and Resources
 Government of Yukon
 P. O. Box 2703
 Whitehorse, Yukon Y1A 2C6.

SIGNED by or on behalf of the *Lessee* at the City of Whitehorse in the Yukon Territory this _____ day of _____, 200__.

Witness

Authorized Signatory or Seal

SIGNED on behalf of the Government of Yukon at the City of Whitehorse, this _____ day of _____, 200__.

Witness

Manager, Land Management Branch,
Energy, Mines And Resources

AFFIDAVIT OF EXECUTION

CANADA)
YUKON TERRITORY)
TO WIT:)

I, _____ of the City of Whitehorse in the Yukon Territory
MAKE OATH AND SAY THAT:

- 1. I was personally present and did see the attached Lease duly executed by _____.
- 2. I know the said _____ and am satisfied that he/she is of the full nineteen (19) years of age.
- 3. The said Lease was duly executed at the City of Whitehorse in the Yukon Territory.
- 4. I am a subscribing witness to the said Lease.

SWORN before me at the City)
of Whitehorse in the Yukon)
Territory this _____ day of)
_____, 200____.)

Notary Public in and for the Yukon

Signature

AFFIDAVIT OF EXECUTION

CANADA)
YUKON TERRITORY)
TO WIT:)

I, _____ of the City of Whitehorse in the Yukon Territory MAKE
OATH AND SAY THAT:

- 1. I was personally present and did see the attached Lease duly executed by the Lands Manager, _____.
- 2. I know the said Lands Manager, _____ and am satisfied that he/she is of the full nineteen (19) years of age.
- 3. The said Lease was duly executed at the City of Whitehorse in the Yukon Territory.
- 4. I am a subscribing witness to the said Lease.

SWORN before me at the City)
of Whitehorse in the Yukon)
Territory this _____ day of)
_____, 200____.)

Notary Public in and for the Yukon

Signature