



APPLICATION FOR LEASING LOCATEE LANDS WITHIN AN INDIAN RESERVE

Privacy Act Statement

Only information needed to respond to your request and/or program requirement will be requested. Collection and use of personal information is in accordance with the *Privacy Act*. In some cases, information may be disclosed without your consent for purposes not outlined in the statement pursuant to subsection 8(2) of the *Privacy Act*. The collection and use of your personal information for this application is authorized by s. 58(3) of the *Indian Act* and is required for your participation. We will use your personal information for the following purpose(s): contact information for the processing of the application. The information may be used or disclosed for the following purposes: Name and contact information may be shared with Bands (first nation governments) for whom INAC tracks the information. The information collected is described in Personal Information Bank "Monitoring and Compliance of Reserve Land Instruments", AANDC PPU 096, detailed at <http://www.aadnc-aandc.gc.ca/eng/1100100011039/1100100011040>, will be retained for 5 years after the lease expires and then are transferred to Library and Archives Canada (LAC) as archival records and will be processed by INAC regional offices. As stated in the *Privacy Act*, you have the right to access your personal information and request changes to incorrect information. Contact your appropriate regional office to notify us about incorrect information.

- ▶ **PART 1A** - To be completed by Lessee (If Lessee is a Business)
- ▶ **PART 1B** - To be completed by Lessee (If Lessee is an Individual)
- ▶ **PART 2** - To be completed by Lessee (If Lessee is an Individual or Business)
- ▶ **PART 3/4** - To be completed by Locatee (If Locatee is an Individual or Business)

PART 1A - General Information (If Lessee is a Business: Corporation or any other Legal entity).

1. Legal Business Name	2. Business Number (Corporate Registry Number or other Legal Entity Number)	
3. Mailing Address (Place of Business/Registered Office)		
4A. Telephone Number (Residence)	4B. Telephone Number (Business)	4C. Telephone Number (Mobile)
5. Name of Authorized Signing Officers	6. Title of Authorized Signing Officers	
7. Email Address		

PART 1B - General Information (If Lessee is an Individual)

1. Lessee(s) Legal Name	2. Attach a copy of a government issued identification document (ie. Passport, Driver's License etc.)	
	<input type="checkbox"/> Identification Attached	Specify: ▶
3. Mailing Address		
4A. Telephone Number (Residence)	4B. Telephone Number (Business)	4C. Telephone Number (Mobile)
5. Email Address		

PART 1C - Property to be Leased

1. Band/First Nation Name	2. Reserve Name	3. Reserve Number
4. Legal Description of Lands (Attach sketch/site plan, registration plan or survey. Provide sufficient detail to identify location of premises to be leased.)		

PART 1D - Proposed Development or Activity

(Example: Commercial uses of the land might encompass a multi-unit residential development, a retail store or gas station etc.)

▶ Attach development proposal. Provide sufficient detail on use of land.

PART 2 - (To be completed by the Lessee)**Indigenous and Northern Affairs Canada Environmental Review - Project Description****Section A - Project Information**

Project Name

Project Start Date (YYYYMMDD) - Construction Phase

Project Date Completion Date (YYYYMMDD) - Construction Phase

Project Summary: Provide a brief project overview. Please include nature of the project, a description of the physical works that are related to the project including the purpose, size, capacity, expected lifespan. Include land area required and attach any maps, plans or figures with you submission.

Infrastructure: Describe any new or existing permanent and/or temporary infrastructure required for this project, (eg. Fuels tanks, buildings, garages, sewer lines, gas lines, power lines communication lines, etc.) .

Activities: Describe project activities. Include activities associated to pre-planning, site preparation, construction phases, operation, and decommissioning.

Waste Generation: A description of any solid, liquid, gaseous or hazardous waste that is likely to be generated during any phase of the project and of plans to manage those wastes.

Is there any financial support that federal departments or agencies are, or may be, providing to the project? Yes No

▶ If yes, name of Department(s) or Agency(ies)

Are there any other permits, licences or other authorizations that may be required in order to carry out the project? Yes No

Section B - Land Description

A) Is there surface water present on/or within 30 meters of your project boundary? Yes No

B) What is the approximate distance to the nearest surface water body?

▶ List the types of water bodies (e.g., stream, river, wetland, lake, floodplain, estuary, salt marsh, bay, etc.)

Ground Water: Are there drinking water wells or aquifer recharge zones:

A) Present on your site? Yes No

B) Within 500 meters of your boundary? Yes No

Topography - (Select from list):

Dominant Soil Type - (Select from list):

Past Land uses: List past land uses (eg. Natural state, agricultural, waste site, gas station, oil and gas lease, commercial etc.)

Current Land uses: List current land uses (eg. Natural state, agricultural, waste site, gas station, oil and gas lease, etc.)

Adjacent Land Use - (Select all that apply)

- | | | |
|---------------------------------------------------------------------------------|-------------------------------------------|-------------------------------------|
| <input type="checkbox"/> School | <input type="checkbox"/> Daycare | <input type="checkbox"/> Commercial |
| <input type="checkbox"/> Agricultural | <input type="checkbox"/> Airport | <input type="checkbox"/> Railway |
| <input type="checkbox"/> Recreation Area | <input type="checkbox"/> Utility Corridor | |
| <input type="checkbox"/> Provincial or National Park, Conservation Area | ▶ Enter Name: _____ | |
| <input type="checkbox"/> Industrial (Oil and Gas, Manufacturing, Sawmill, etc.) | | |
| ▶ Describe | | |
-
- Other
- ▶ Describe

Section C - Flora and Fauna**Wildlife: Is/Are there any:**

- A) Species at Risk in or adjacent to the proposed project area?
For information and maps on Species at Risk please visit the [Species at Risk Public Registry](#). Yes No Unknown
- ▶ If yes, name species and describe habitat

- B) Migratory Birds that use the area at any time during the year?
For information see the Migratory Birds List. Yes No Unknown
- ▶ If yes, name the species

- C) Migratory Birds (or Eggs or Nests) likely to be captured or killed? Yes No Unknown
- ▶ If yes, describe circumstances and rationale

- D) Fish or Fish Habitat that could be impacted by the project?
Fish defined Section 2 of the *Fisheries Act*, Fish Habitat defined Subsection 34(1) of the *Fisheries Act*. Yes No Unknown
- ▶ If yes, describe the nature of the potential impact. Describe the nature of impacts to Fish or Fish Habitat.

Vegetation

- ▶ List predominant vegetation in and adjacent to the site. Include upper story, under story and ground cover.

- Are there potentially and plants species at risk on the site? Yes No Unknown
- ▶ If yes, describe any plant species at risk.

- A) Are there any **Cultural, Historical or Archaeological** sites/areas within or near the project area? Yes No Unknown
- ▶ If yes, describe any known sites

- B) Are there any **Traditional Use areas** within or near the project area? Yes No Unknown
- ▶ If yes, describe (Example: hunting, fishing, trapping, gathering etc.)

Section D - Consultation and Public Participation

- A) Are there potential off-reserve impacts? Yes No
- ▶ If yes, do you plan on engaging affected aboriginal groups and/or the public?

Section E - Comments and Other Information

- ▶ Additional Comments: Use this space to add any additional comments or information you consider relevant to the project.

PART 3 - (To be completed by the Locatee)

3A. General Information

1. Locatee Legal Name	2. Attach a copy of a government issued identification document (ie. Passport, Driver's License etc.) <input type="checkbox"/> Identification Attached Specify: ►
-----------------------	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------

3. Mailing Address

4A. Telephone Number (Residence)	4B. Telephone Number (Business)	4C. Telephone Number (Mobile)
----------------------------------	---------------------------------	-------------------------------

5. Email Address

3B. Proposed Terms of Lease

1. Proposed Commencement Date (YYYYMMDD)	2. Proposed Termination Date (YYYYMMDD)
3. Proposed Use of Lands	4. Proposed Rent Negotiated (Amount, whether periodic or prepaid)

5. Proposed Lessee(s)

Signature (Locatee)	Date (YYYYMMDD)	Signature (Lessee)	Date (YYYYMMDD)
---------------------	-----------------	--------------------	-----------------

PART 4 - (To be completed by the Locatee)

Release and Indemnity

Whereas:

- A. I, the undersigned Locatee, a member of the _____
Band/First Nation, have full legal capacity.
- B. I am as of this date, in lawful possession of the property to be leased as described in Part 1C of this Application for Leasing Locatee Lands within an Indian reserve (the "Application") under a _____¹ that is registered in the Indian Land Registry under number: _____
- C. I have requested the Minister of Indigenous and Northern Affairs Canada (the "Minister"), pursuant to subsection _____² of the *Indian Act*, to grant a lease (the "Lease") of these Lands or part thereof for a duration of _____ years for my benefits as described in this Application;
- D. I have determined the essential terms of the Lease, including the person or entity who will lease the Lands (or part thereof) from me (the "Lessee"), the amount of rent and any other benefit to be obtained from this transaction, the duration of the Lease and the proposed use of the Lands;
- E. I have determined that the Lease will provide a benefit to me and I have had the opportunity to seek advice from my own legal, tax and financial experts and did not rely on the Department of Indian Affairs and Northern Development in the formation of the essential terms of the Lease.

NOW THEREFORE, IN CONSIDERATION OF the Minister entering into the Lease with the proposed Lessee on the terms and conditions contained therein, which I acknowledge to be good and valuable consideration, I agree as follows:

- I. I hereby release and forever discharge Her Majesty the Queen in right of Canada ("Her Majesty") and the Minister and their servants and agents from any claims, demands, actions, suits, or other proceedings which I now have, or may in the future have, against Her Majesty, the Minister, or their servants or agents, in respect of the choice of the Lessee, the sufficiency of the rent and any other benefit, that may result from the Lease, the duration of the Lease, and the proposed use of the Lands.
- II. I have proposed the Lessee, and negotiated with the Lessee the amount of the rent, the duration of the Lease and the use of the Lands without duress or undue influence from the Minister or any other party.
- III. I certify that there are no existing encumbrances against the Lands, whether registered or unregistered.
- IV. I shall indemnify and save harmless Her Majesty, the Minister, and their servants and agents from all claims, demands, actions, suits, or other proceedings that may be made, threatened or brought by any party against Her Majesty, the Minister or their servants or agents in respect of the choice of the Lessee, the sufficiency of the rent and any other benefit that may result from the Lease, the duration of the Lease, and the proposed use of the Lands.
- V. I have read and understand the terms and effect of this Release and Indemnity.
- VI. All of the foregoing shall be binding on me and my heirs, executors, administrators and assigns.

In Witness Whereof I have signed this Release and Indemnity as of the date indicated below.

Signed in the presence of:

(Signature of Witness)

(Name of Witness)

(Address)

(Date YYYYMMDD)

(Signature of Locatee)

(Name of Locatee)

(Date YYYYMMDD)

¹Insert a Certificate of Possession, Notice of Entitlement, a Location Tickets.

²Insert 58(1)(b) or 58(3).

³As provided in the Canadian Human Rights Tribunal's decision *Louie and Beattie v. Indigenous and Northern Affairs Canada*, (2011) CHRT 2, the locatee determines whether the lease will be of benefit to him or her.

Affidavit of Witness

I, _____ (name) of
_____ (name of city, town, village, etc. where you live),
_____ (name of province or territory where you live), make oath and say:

1. I saw _____ sign the Release and Indemnity.
2. I know the person referred to in paragraph 1 and I believe that that person has attained or is older than the age of majority in the province or territory named above.
3. I am the person who signed my name as witness to the signing of the Release and Indemnity and I have attained or am older than the age of majority in the province or territory named above.

SWORN before me in the _____ of _____)
 _____, in the Province/Territory of _____)
 _____ (or name the Territory))
 this _____ day of _____, 20 _____)

 A Notary Public in and for the Province/Territory of _____)
 _____ (or name the Territory))
 or a Commissioner for taking Oaths.)

(Witness)

(Address))

Telephone Number _____ Facsimile Number _____)

(Notary Authority))