



## LAC LA BICHE COUNTY POLICY

TITLE: LAND LEASE AGREEMENT

POLICY NO: PI-61-004

RESOLUTION: 10.007

EFFECTIVE DATE: JANUARY 12, 2010

LEAD ROLE: MANAGER, PLANNING AND DEVELOPMENT NEXT REVIEW DATE: JULY 14, 2011

SPECIAL NOTES/CROSS REFERENCE: CM-61-003

AMENDMENT DATE: N/A

### **POLICY STATEMENT:**

Lac La Biche County believes that the orderly maintenance and procedure of lease and/or rental of County owned land (including road allowance lease agreements, lease agreements, and land rental agreements) is beneficial for the County in terms of legal, ethical standards and ensuring that the sole purpose of land use is adhered to, for its intended use.

### **PROCEDURE:**

1. The Planning and Development Department shall maintain current tracking records of all County owned land , leased or rented, for pasture/grazing purposes, Agricultural Purposes, and those leased for other than as stated.
2. The Agricultural Services Department shall conduct annual inspections of the lease within the month of July on the subject lands to ensure compliance with the intent of the Agricultural purpose, pasture/grazing purpose, or purposes other than those stated.
3. All leases and/or rental agreements shall be exercised and accepted within sixty (60) days from the date of Council decision.
4. All County owned land leased and/or rented shall ensure the provision of legal and physical access is maintained at all times.
5. The Corporate Services Department is responsible for all lease and/or rental expiry notifications, lease and/or rental fees due and insurance coverage (if required).
6. All leases and/or rental agreements for a term of thirty (30) days or more are GST exempt.
7. All Rental Agreements and Road Allowance Agreements are not to be registered by way of caveat with Alberta Land Titles.
8. County Council may, by special resolution, amend the Standard Lease and Rental Agreements from time to time as per the specific requirements or conditions of the Lease Agreement or Rental Agreement.

9. All agreements shall consist of the following terms:
  - i. A deposit is payable as per the executed Lease and/or Rental Agreement, the deposit is to be considered in the lease fee.
  - ii. A Lease and/or Rental Agreement must consist of an annual lease fee.
  - iii. All Lease and/or Rental Agreements must be in place for a minimum of a three (3) year term and a maximum of a five (5) year term.
  - iv. Proof of Comprehensive General Liability Farm Insurance of \$1,000,000.00 liability must be provided.
  - v. All compensation from operators under “The Surface Rights Act” is payable to Lac La Biche County, and as specified within the Lease Agreement.
  - vi. Lac La Biche County reserves the right to enter onto the demised premises for inspection at any time without notice.
  - vii. The Lessee and/or Renter shall not, without the written consent of Lac La Biche County, assign, and sublet or transfer the demised premises or any portion thereof.
  - viii. The Lessee and/or Renter shall be strictly responsible for eradicating and preventing the growth and spread of all noxious weeds as defined by the “Weed Control Act” of Alberta on the demised premises.
10. Road Allowance Lease Agreements:
  - i. Upon Lac La Biche County Council’s decision to lease any Road Allowance under the direct control of Lac La Biche County, the Lease Agreement must be made available to the adjacent registered Land owner only.
  - ii. Upon Lac La Biche County Council’s decision to lease any County owned Road Allowance land for pasture/grazing purposes, the subject lease consideration and annual lease fee must be as set out by Council decision.
  - iii. A Road Allowance Lease is exempt from taxes.
  - iv. A Standard Road Allowance Lease Agreement as per attached Schedule ‘A’ shall be used; specific to the intent of the Lease Agreement.
11. Lease Agreements (other than Road Allowance Lease Agreements):
  - i. Upon Lac La Biche County Council decision to lease any County owned land for any purpose; other than those of Road Allowance leases, the subject lease consideration must be advertised for public Tender, and the lease fee will be considered based on comparisons to Fair Market Value.

- ii. All County owned leased land taxes other than those specific to Environmental Protection are the Sole responsibility of the Lessee, according to the Property Tax Bylaw as approved by Lac La Biche County Council for the term of the Agreement.
- iii. County owned land leased for Agricultural purposes must be utilized for Agricultural purposes within six (6) months of the effective date of lease; no other structures being permitted without the written authorization of Lac La Biche County other than those required and specific to Agricultural purposes.
- iv. Lac La Biche County reserves the right to enter onto the demised premises for inspection at any time without notice.
- v. A Lease Agreement with a minimum term of three (3) years, and maximum term of five (5) years, must be registered by way of a caveat with Alberta Land Titles for the term of the Lease.
- vi. A Standard Lease Agreement as per attached Schedule 'B', for County owned land leased for Agricultural purposes must be used; specific to the intent of the lease.
- vii. A Standard Land Stewardship Lease Agreement as per attached Schedule 'C', for County owned land leased for Environmental Protection purposes must be used; specific to the intent of the Lease Agreement.
- viii. County owned land leased as a Land Stewardship Agreement for the purposes of Environmental Protection may not be infringed upon by operators under "The Surface Rights Act."
- ix. A Standard Airport Lease Agreement as per attached Schedule 'D', for County owned land leased for aviation purposes, training and meetings; specific to the intent of the lease.
- x. A Standard Educational Use Lease Agreement as per attached Schedule 'E', for County owned land leased for Educational Training purposes must be used; specific to the intent of the Lease Agreement.

12. Land Rental Agreements:

- i. Upon Lac La Biche County Council decision to rent any County owned land for Agricultural purposes, or purposes other than Agricultural purposes; the subject rental consideration must be advertised for Public Tender, or by resolution of Council at Fair Market Value and the rental fee will be considered based on comparisons to Fair Market Value.
- ii. A Land Rental Agreement must be for a maximum of a one (1) year term with Right of First Refusal to lease.
- iii. The Property taxes are the Sole responsibility of the renter, according to the Property Tax Bylaw as approved by Lac La Biche County Council for the term of the Land Rental Agreement.

iv. A Standard Land Rental Agreement as per attached Schedule ‘F’ must be used; specific to the intent of the Land Rental Agreement.

13. Municipal Reserve Forage Rental Agreement:

i. Upon Lac La Biche County Council decision to rent any Municipal Reserve lands for the purpose of forage, the subject rental consideration must be advertised for Public Tender, or by resolution of Council at Fair Market Value and the Municipal Reserve Forage rental fee will be considered based on comparisons to Fair Market Value.

ii. Municipal Reserve land rented for forage purposes must be rented for a maximum of a one (1) year term.

iii. Municipal Reserve land is exempt from taxes.

iv. A Standard Municipal Reserve Forage Rental Agreement as per attached Schedule ‘G’ must be used; specific to the intent of the Municipal Reserve Forage Rental Agreement.

\_\_\_\_\_  
“Original Signed”  
Chief Administrative Officer

\_\_\_\_\_  
January 22, 2010  
Date

\_\_\_\_\_  
“Original Signed”  
Mayor

\_\_\_\_\_  
January 22, 2010  
Date

**Schedule 'A'**  
**LAC LA BICHE COUNTY**  
**ROAD ALLOWANCE LEASE AGREEMENT**

MEMORANDUM OF AGREEMENT MADE THIS \_\_\_ DAY OF \_\_\_\_\_, 200

BETWEEN:

**LAC LA BICHE COUNTY**  
Box 1679  
Lac La Biche, Alberta T0A 2C0  
(Hereinafter referred to as "the County")

AND

\*  
(Hereinafter referred to as "the Lessee")

The County agrees to let and the Lessee agrees to take for a period of **\*three (3) or five (5) years specify term of the Road Allowance Lease Agreement)** commencing on **\*date of Road Allowance Lease Agreement commencement** all that portion of the undeveloped road allowance described below:

**\*-Description of Road Allowance-**

Hereinafter referred to as the "Subject Lands" or the "demised premises".

The said described land being a portion of a public highway, road or land, which has been closed, by bylaw of Lac La Biche County in accordance with the provisions of the Municipal Government Act with the approval of the Minister of Transportation.

The County and the Lessee agree as follows:

1. The Lessee agrees to pay to the County an initial deposit of One-Hundred Dollars (\$100.00) upon execution of this Agreement. The payment of the annual lease fee shall be reduced by \$100.00 to\*\$\_\_\_\_\_ to account for the deposit.

The lease fee is based upon the following:

\*\$\_\_\_\_\_ per acre (\*\_\_\_\_\_ acres) per year \*\$\_\_\_\_\_.

2. In the event that this lease is terminated for any reason prior to the end of the term, **\* three (3) or five (5) specify term of lease agreement** years, the Lessee shall be entitled to a refund of any prepaid monies on a pro-rated basis.
3. County owned Road Allowance Leases are exempt from taxes.



12. The demised premises must be utilized for the specific intent of the lease within six (6) months of the effective date of the Lease Agreement.
13. The Lessee shall not implement any construction or land improvement on the demised premises unless such construction or improvement receives prior approval in writing from the County. No compensation shall be paid by the County to the lessee upon termination of this Agreement for any improvements made to the land. If the fence was erected and constructed by the Lessee, the fence shall remain the property of the Lessee and removed upon termination of the Agreement, as per clause 14 of this Agreement.
14. In the event that this lease is terminated for any reason whatsoever by either party the Lessee shall have six months from the termination of the lease to remove any County approved fixed improvements made by the Lessee to the property during the term of this lease. After such time the Lessee shall relinquish all rights and ownership of all fixed improvements remaining on the property.
15. The County reserves the right to enter onto the demised premises for purposes of inspection and may enter onto the demised premises at any time and without notice.
16. The Lessee shall ensure the provision of legal and physical access is maintained at all times.
17. The County shall not be responsible to maintain or repair any portion of the demised premises.
18. The Lessee shall be strictly responsible for eradicating and preventing the growth and spread of all noxious weeds as defined by the *Weed Control Act of Alberta* on the demised premises. Failure to do so shall constitute a substantial breach of this agreement and shall be grounds for immediate termination of this agreement by the County without further notice or reason.
19. Either party may terminate this lease without reason by serving notice of intent to terminate do so on the other party not less than twelve (12) months prior to the termination date at the address of service as specified in this Agreement.
20. This Lease is subject to any rights given to any person pursuant to Provincial or Federal legislation and to any right granted by the County to any person for the use of the road allowance; further, this lease is issued subject to the right of the County to open the Subject lands for public use at any time, subject to 30 days notice of termination as provided for herein.
21. Time shall be of the essence of the Agreement.

All notices under this Agreement shall be in writing and sent by registered or certified mail as follows:

**To The County:**  
Lac La Biche County  
Box 1679  
Lac La Biche, Alberta  
T0A 2C0  
Attention: Municipal Manager

**To the Lessee:**

**\*Lessee Address**

- 22. The Lessee shall comply, at its own cost and expense, all provincial, federal, and municipal laws relevant with the Subject Lands and the Lessee’s use thereof.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE HEREUNTO SET THEIR HANDS AND SEALS THE DAY AND YEAR FIRST ABOVE WRITTEN.

LESSEE

\_\_\_\_\_  
**PRINTED LESSEE NAME**

\_\_\_\_\_  
PRINTED WITNESS NAME

\_\_\_\_\_  
WITNESS

LAC LA BICHE COUNTY (seal)

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CHIEF ADMINISTRATIVE OFFICER



**AFFIDAVIT OF EXECUTION**

CANADA ) I, \_\_\_\_\_,  
PROVINCE OF ALBERTA ) of the Hamlet of Lac La Biche,  
TO WIT: ) in the Province of Alberta,  
) \_\_\_\_\_,  
) MAKE OATH AND SAY:

1. THAT I was personally present and did see \_\_\_\_\_, named in the within instrument, on the basis of the identification provided to me, duly sign and execute the same for the purpose named therein;
2. THAT the instrument was executed at the Hamlet of Lac La Biche, Alberta and that I am the subscribing witness thereto;
3. THAT I believe \_\_\_\_\_, whose signature I witnessed, is at least eighteen (18) years of age.

Sworn before me at the Hamlet of Lac La )  
Biche, )  
in the Province of Alberta )  
this \_\_\_\_ day of \_\_\_\_\_, 200 ) \_\_\_\_\_  
)  
)  
\_\_\_\_\_  
A Commissioner for Oaths in and for the )  
Province of Alberta )

**Schedule 'B'**  
**LAC LA BICHE COUNTY**  
**MUNICIPAL LAND LEASE**

MEMORANDUM OF AGREEMENT MADE THIS \_\_\_ DAY OF \_\_\_\_\_, 200

BETWEEN:

**LAC LA BICHE COUNTY**  
Box 1679  
Lac La Biche, Alberta T0A 2C0  
(Hereinafter referred to as "the County")

AND

\*  
(Hereinafter referred to as "the Lessee")

The County agrees to let and the Lessee agrees to take for a period of **\*three (3) or five (5) years specify term of the Lease Agreement)** commencing on **\*date of lease agreement commencement** all that portion of the lands legally described as:

**\*-Description of lands-**

Hereinafter referred to as the "Subject Lands" or the "demised premises".

The County and the Lessee agree as follows:

2. The Lessee agrees to pay to the County an initial deposit of One-Hundred Dollars (\$100.00) upon execution of this Agreement. The first payment of the annual lease fee shall be reduced by \$100.00 to\*\$\_\_\_\_\_ to account for the deposit.
3. The annual rent is \*\$\_\_\_\_\_ and is payable by instalments of \*\$\_\_\_\_\_ on each of May 1 and December 1 in each 12 month period that this lease is in effect.

The lease fee is based upon the following:

\*\$\_\_\_\_\_ per acre (\*\_\_\_\_\_ acres) per year \*\$\_\_\_\_\_.

In the event that this lease is terminated for any reason prior to the end of the term, **\*(3) three or five (5) specify term of lease agreement** years; the Lessee shall be entitled to a refund of any prepaid monies on a pro-rated basis.

3. The property taxes are the sole responsibility of the Lessee, land taxes to be determined according to the property tax bylaw as approved by Lac La Biche County Council for the term of this Agreement.
4. The Lessee shall indemnify and save the County harmless from any and all liabilities, actions, claims or demands, including costs on a solicitor and his own client basis, arising out of or related to the Subject Lands, including:
  - a) any breach, violation, or non-performance of any covenant, condition or provision in this lease to be performed, fulfilled or observed by the Lessee;
  - b) any damages, expenses, loss, injury, or death to persons or property, which may occur in, on or about the Subject Lands, or be related to, resulting from or arising from the Subject Lands, or anything done or not done thereon

and this indemnity shall survive the expiry or termination of this lease.

5. The Lessee acknowledges that they have inspected the Subject Lands and accepts them on an "as is" basis, knowing the County has made no representation or warranty with regard to the condition of the Subject Lands.
6. The Lessee shall use the Subject Lands for the sole purposes of \*  
 \_\_\_\_\_ **(intent of lease)**. The Lessee shall not commit waste or injury to the subject Lands and shall not allow any use for any purpose other than as stated above.
7. The Lease Agreement shall be exercised and accepted with (60) sixty days of Council decision or resolution.
8. The Lessee shall provide and keep in force at its expense insurance for comprehensive general liability for bodily injury or death and damage to property of other to a minimum of \$1,000,000.00 dollars per occurrence.
9. In the event that the Subject Lands is required by a seismic operator or any other operator as defined in *The Surface Rights Act*, it is agreed that all compensation shall be payable to the County, except for direct damages or loss suffered to fences, gates, crops, and hay pasture by the Lessee which shall be negotiated directly between the Lessee and the operator.
10. The Lessee shall not, without the written consent of the County, assign, sublet or transfer the demised premises or any portion thereof.

11. The Lessee shall not erect any building, structure or other thing on the Subject Lands (excepting thereout a fence or coral; cattle handling facility), unless such improvement receives prior approval in writing from the County. If a fence is already in existence, the fence shall remain the property of the County and be kept by the Lessee in a state of good repair.
12. The demised premises must be utilized for the specific intent of the lease within six (6) months of the effective date of the Lease Agreement.
13. The Lessee shall not implement any construction or land improvement on the demised premises unless such construction or improvement receives prior approval in writing from the County. No compensation shall be paid by the County to the lessee upon termination of this Agreement for any improvements made to the land. If the fence was erected and constructed by the Lessee, the fence shall remain the property of the Lessee and removed upon termination of this Agreement, as per clause 14 of this Agreement.
14. In the event that this lease is terminated for any reason whatsoever by either party the Lessee shall have six months from the termination of the lease to remove any County approved fixed improvements made by the Lessee to the property during the term of this lease. After such time the Lessee shall relinquish all rights and ownership of all fixed improvements remaining on the property.
14. The County reserves the right to enter onto the demised premises for purposes of inspection and may enter onto the demised premises at any time and without notice.
15. The Lessee shall ensure the provision of legal and physical access is maintained at all times.
16. The County shall not be responsible to maintain or repair any portion of the demised premises.
17. The Lessee shall be strictly responsible for eradicating and preventing the growth and spread of all noxious weeds as defined by the *Weed Control Act of Alberta* on the demised premises. Failure to do so shall constitute a substantial breach of this agreement and shall be grounds for immediate termination of this agreement by the County without further notice or reason.
18. Either party may terminate this lease without reason by serving notice of intent to terminate do so on the other party not less than twelve (12) months prior to the termination date at the address of service as specified in this Agreement.
19. If within the term of this Agreement the County receives from the Lessee an offer to purchase all or any portion of the Lands, the County may accept such offer at

fair market value as determined by Lac La Biche County Land Assessors at that time, but not obligated to accept such offer.

20. If within the term of this Agreement five (5) years of the date hereof, the County receives an offer from a third party to purchase all or any portion of the Lands which offer is acceptable to the County, the County shall give notice in writing thereof to the Lessee at its address for service as specified in this Agreement.
21. In the said notice, the County shall offer to sell to the Lessee the Lands or a portion thereof at the same price and on the same terms and conditions as specified in the third party's offer to purchase and a true copy of the third party's offer to purchase shall be attached to the said notice (the Offer).
22. The Lessee shall have sixty (60) days from the date of receipt of the Notice from the County in which to give written notice to the County, at the address for service as specified in this Agreement, of the Lessee's acceptance or rejection of the Offer.
23. Upon acceptance of the Offer, by the Lessee, the County shall be bound to sell and the Lessee shall be bound to purchase the Lands or any portion thereof on the terms contained in the Offer.
24. In the event the Lessee neither accepts or rejects the Offer within the aforesaid sixty (60) day period, the Lessee shall be deemed to have rejected the offer as at the last day of the aforesaid sixty (60) day period and the County shall be at liberty to accept the offer from such third party on the same terms and conditions as set forth in the Offer.
25. In the event that such third party does not complete the purchase in accordance with the terms of its Offer, the Lands or any portion thereof shall continue to be the subject of this Agreement.
26. Time shall be of the essence of the Agreement.
27. This Lease Agreement must be registered by way of caveat with Alberta Land Titles for the term of this lease.

All notices under this Agreement shall be in writing and sent by registered or certified mail as follows:

**To The County:**

Lac La Biche County  
Box 1679  
Lac La Biche, Alberta  
T0A 2C0  
Attention: Municipal Manager

**To the Lessee:**

**\*Lessee Address**

28. The Lessee shall comply, at its own cost and expense, all provincial, federal, and municipal laws relevant with the Subject Lands and the Lessee's use thereof.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE HEREUNTO SET THEIR HANDS AND SEALS THE DAY AND YEAR FIRST ABOVE WRITTEN.

LESSEE

\_\_\_\_\_  
PRINTED LESSEE NAME

\_\_\_\_\_  
PRINTED WITNESS NAME

\_\_\_\_\_  
WITNESS

LAC LA BICHE COUNTY (seal)

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CHIEF ADMINISTRATIVE OFFICER

**AFFIDAVIT OF EXECUTION**

CANADA ) I, \_\_\_\_\_,  
PROVINCE OF ALBERTA ) of the Hamlet of Lac La Biche,  
TO WIT: ) in the Province of Alberta,  
) \_\_\_\_\_,  
) MAKE OATH AND SAY:

1. THAT I was personally present and did see \_\_\_\_\_, named in the within instrument, on the basis of the identification provided to me, duly sign and execute the same for the purpose named therein;
2. THAT the instrument was executed at the Hamlet of Lac La Biche, Alberta and that I am the subscribing witness thereto;
3. THAT I believe \_\_\_\_\_, whose signature I witnessed, is at least eighteen (18) years of age.

Sworn before me at the Hamlet of Lac La )  
Biche, )  
in the Province of Alberta )  
this \_\_\_\_ day of \_\_\_\_\_, 200 ) \_\_\_\_\_  
)  
)  
\_\_\_\_\_  
A Commissioner for Oaths in and for the )  
Province of Alberta )

**Schedule ‘C’  
LAC LA BICHE COUNTY  
LAND STEWARDSHIP LEASE AGREEMENT**

MEMORANDUM OF AGREEMENT MADE THIS \_\_\_ DAY OF \_\_\_\_\_, 200

BETWEEN:

LAC LA BICHE COUNTY  
Box 1679  
Lac La Biche, Alberta T0A 2C0

(Hereinafter referred to as “the County”)

AND

\*  
(Hereinafter referred to as “the Lessee”)

In consideration of \*\$\_\_\_\_\_ (Specify Lease amount) dollars paid annually by the Lessee to the County, and in consideration of the agreements and terms herein, the County and the Lessee hereby agree as follows:

**Part 1: Parties Acknowledgments and Agreements**

- 1.1 The annual lease fee is \*\$\_\_\_\_\_ (Specify Lease amount) and is payable upon execution of this Agreement and December 1 in each 12 month period that this lease is in effect.
- 1.2 All words used in the Agreement which are defined in the Conservation Easement provisions of the *Environmental Protection and Enhancement Act* have the meaning assigned in those provisions, a copy of which is attached hereto as schedule A.
- 1.3 The County is the registered owner of the following:

**\*-Description of lands-**

**“the Stewardship Lease Area”**



- 1.4 The County has agreed to grant to the Lessee a Stewardship Lease of the Stewardship Lease Area.
- 1.5 In this agreement
- a) *agricultural activity* includes but is not limited to cultivation of any type; seeding of non-native or noxious vegetation; or raising or grazing of domestic livestock or game production animal as defined by the *Alberta Livestock Industry Diversification Act*;
  - b) and *water course means*, wetlands or other bodies of water, including surface and subsurface water.
- 1.6 Both the written consent of the County and the Lessee are required to authorize any exploration activities or operations and consent of both are required in order to authorize any waste (within the meaning of the *Alberta Forests Act, Mines and Minerals Act, Public Highways Development Act, Public Lands Act, Exploration Regulation*) within the Stewardship Lease Area.
- 1.7 The County is the owner and the Lessee is an occupant for the purpose of the *Alberta Surface Rights Act* (and successor legislation).
- 1.8 Both the County and the Lessee would be directly and adversely affected by any activity which could be authorized by statute that has the potential of disturbing the Stewardship Lease Area including, without limiting the foregoing, its biological diversity.

## **Part 2: Lease and terms of Stewardship Lease**

- 2.1 The County hereby leases to the lessee by way of this Agreement a Stewardship Lease to run with the Lands and the Stewardship Lease Area.
- 2.2 The County grants the Stewardship lease for a term of **\*three (3) or five (5) years specify term of the Lease Agreement)**, commencing on **\*date of lease agreement commencement**
- 2.3 The purpose of the Stewardship Lease is the protection, conservation and enhancement of the environment of the Stewardship Lease Area including without limitation, the protection, conservation, and enhancement of its biological diversity, the biodiversity and baseline data being more specifically described in Schedule B.
- 2.4 The Land Stewardship Lease Agreement shall be exercised and accepted with sixty (60) days of Council decision or resolution.
- 2.5 The County agrees that each of the following covenants, agreements and restrictions constitutes an element of the Stewardship Lease.
- 2.6 The Parties agree that where under this Agreement it is the Lessee's obligation to request the prior written consent of the County, the County is not obliged to give any response, whether the response is a consent or a denial.

### **Vegetation Disturbance**

- A. Except as permitted in clause B or H (i), the Lessee shall not conduct, pursue or permit the cutting, removal, or destruction of vegetation, including trees, shrubs or forbs, on the Stewardship Lease Area, except as required by law or with the prior express written consent of the County.

### **Trail Allowance**

- B. The Lessee may maintain within the Stewardship Lease Area, the trail, being 1.5 km in distance, and 2 metres in width, which follows the old roads and runs along the Southern boundary for non-motorized access for personal use.

### **Drainage Alteration**

- C. Except with the prior express written consent of the County, the Lessee shall neither:
  - i. Conduct, pursue or permit any alteration, diversion, or drainage of any water course or water bodies on or under the Stewardship Lease Area, nor
  - ii. Apply or permit the application to any applicable government authority to alter, divert, or drain any water courses or water bodies on or under the Stewardship Lease Area.

### **Water Pollution**

- D. The Lessee shall not conduct, pursue, or permit any uses or activities that would pollute or degrade the water courses or bodies on or under the Stewardship Lease Area.

### **E. Shorelines**

The Lessee shall not conduct, pursue, or permit any disturbance of vegetation or soil on shorelines of water courses or bodies within the Stewardship Lease Area.

### **Wildlife Disturbance**

- F. The Lessee shall not conduct, pursue, or permit any activity making or causing noise, glare, obstruction, or odor on the Stewardship Lease Area that may be reasonably anticipated to disturb wildlife patterns, the parties agreeing that the County in its reasonable opinion may determine to which activities this element applies.

### **Habitat Enhancement**

- G. The Lessee shall not conduct, pursue, or permit any habitat restoration or enhancement of the Stewardship Lease Area without the prior express written consent of the County.

## **Agricultural Activities**

- H. Except as permitted in clause H (i), or except with the express written consent of the County, and then for habitat management purposes only, the Lessee shall not conduct, pursue, or permit any agricultural activity on the Stewardship Lease Area.
- i. The Lessee may carry on the following agricultural activities in the Stewardship Lease Area:

## **Livestock**

- I. Except with the express written consent of the County, the Lessee shall not permit any domestic livestock or game production animal as defined by the *Livestock Industry Diversification Act* from entering or using the Stewardship Lease Area.

## **Fence**

- J. The Lessee shall not permit, as is reasonably possible, livestock damaging fences or other improvements on the Stewardship Lease Area, the Parties agreeing that the County in its reasonable opinion may determine the meaning and application of “reasonably possible” for the purpose of this clause.
  - i. If a fence is already in existence, the fence shall remain the property of the County and be kept by the Lessee in a state of good repair. If the fence was erected and constructed by the Lessee, the fence shall remain the property of the Lessee and be removed at the Lessee’s expense upon termination of this Agreement, as per clause J ii of this Agreement.
  - ii. In the event that this lease is terminated for any reason whatsoever by either party the Lessee shall have six (6) months from the termination of the lease to remove any County approved fixed improvements made by the Lessee to the property during the term of this lease. After such time the Lessee shall relinquish all rights and ownership of all fixed improvements remaining on the property.

## **Wildlife, Fence Type**

- K. The Lessee shall not conduct, pursue, or permit the impeding of wildlife movement to and from the Stewardship Lease Area and, not to limit the generality of the foregoing, except with the prior written consent of the County, or except as permitted in clause J (i) the Lessee shall not construct or place or permit the construction or placement of any fence within the Stewardship Lease Area if it is greater than 1.2 meters high or if it contains more than three strands of wire.

## **Fence Replacement, Repair**

- L. For better certainty, clause J does not obligate the Lessee to replace fences existing in the Stewardship Lease Area prior to the date of this Agreement. However, any Lessee

repairs or replacements of existing fences made by the Lessee shall be in compliance with clause K.

### **Chemical Spraying**

- M. The Lessee shall not conduct, pursue, or permit any application or deposit of any chemical herbicides, pesticides or fertilizers, or other chemicals on the Stewardship Lease Area except as required by law, and then only in the amounts and with the frequency of application which constitutes the minimum necessary to accomplish compliance with the law.

### **Excavations**

- N. Except as specifically permitted by this Agreement, the Lessee shall not conduct, pursue, nor permit any soil disturbance, excavating, dredging, or mining of sand, gravel, or rock or other materials on the Stewardship Lease Area.

### **Refuse**

- O. The Lessee shall not place or permit the placement of garbage, waste, debris or refuse, whether human or non-human, produced on the Stewardship Lease Area.

### **Hunting, Trapping**

- P. The Lessee shall not conduct, pursue, or authorize any hunting, killing, or trapping of animals, including birds, on the Stewardship Lease Area except as required by law or with the prior express written consent of the County and then only for habitat management purposes.

### **Motorized Vehicles**

- Q. The Lessee may operate or permit the operation of motorized vehicles on the trails within the Stewardship Lease Area for the maintenance of, inspection of, and or as required by law, or as expressly authorized by the County in writing, to permit motorized access by the Lessee or its authorized representative to the Stewardship Lease Area.

### **Constructions**

- R. The Lessee shall not conduct, pursue, or permit any development or construction on the Stewardship Lease Area including, but not limited to, a dwelling or other building or structure, without the prior express written consent of the County.

### **Alteration of Construction**

- S. The Lessee shall not conduct, pursue, or permit any disturbance to or alteration of any improvements on the Stewardship Lease Area made by or on behalf of the Lessee, without the prior express written consent of the County.

## **Right-of-Way**

- T. The Lessee shall allow the County or its authorized representative to enter and or pass upon the Stewardship Lease Area at reasonable times to observe its condition and state in connection with this Agreement. The Lessee shall permit the County and its authorized representatives to enter upon and pass over the adjacent lands, owned by the Lessee (LSDs 1, 2 and 7, Section 5, Township 68, Range 16 W4M) for the purposes of obtaining access to the Stewardship Lease Area.
- U. The Lessee shall ensure the provision of legal and physical access is maintained at all times.

## **Notice of processes relating to potential land disturbance or reclamation**

- V. The County agrees to give the Lessee prompt notice of any proposals or processes of which the County becomes aware relating to any energy or utility applications, reclamation, or other activities which may have any impact on the Stewardship Lease Area, in order to give the Lessee opportunity to participate in relevant processes. The parties acknowledge that the proposals or processes include but are not limited to applications to or proceedings under the Alberta Energy and Utilities Board, the Natural Resource Stewardship Board, the National Energy Board, or applications or any proceedings under the *Environmental Protection and Enhancement Act*.

## **Surface access for exploration**

- W. The Lessee shall not permit any access to the Stewardship Lease Area under the *Forests Act, Mines and Minerals Act, Public Highways Act, Exploration Regulation (Alta.Reg. 32/90)* or other legislation relevant to the Stewardship Lease Area without first obtaining the written consent of the County.

## **Part 3: Enforcement**

- 3.1 The Stewardship Lease may be enforced by the County.
- 3.2 The County or its authorized representative may enter upon and access the Stewardship Lease Area to monitor compliance with this agreement at any time.
- 3.3 The County may, without reasons, determine not to enforce any or all of the covenants herein contained without liability. Any failure to enforce or strictly enforce any of the covenants of the Agreement shall not constitute a waiver of or abrogate any of the covenants or elements of this Agreement.
- 3.4 The provisions and elements of this Agreement are enforceable jointly and severally.

- 3.5 This Agreement may be enforced upon the default of the Lessee of any provisions or element herein, regardless of the degree or significance of the breach or default.
- 3.6 Without derogating from any other rights of the County, in addition to any other rights herein, if the County reasonably believes that default will occur the County may apply for injunctive relief to prohibit or prevent default or the continuance of default.
- 3.7 In Enforcing this Agreement the County shall be entitled to apply for and obtain any and all legal and equitable remedies.
- 3.8 Without derogating from any other rights of the County, in addition to whatever other remedy at law or equity, any violation of this Agreement in whole in part, is hereby declared a nuisance and every remedy allowed by law or equity against a person causing or permitting a nuisance, either public or private, may be exercised by the County.
- 3.9 The rights of the County given in this Part are continuing and may be exercised from time to time, and as many times, as the circumstances may require.

**Part 4: Assessment of taxes, costs, and damages**

- 4.1 The property taxes are the sole responsibility of Lac La Biche County, for the term of this Agreement.
- 4.2 Except as expressly agreed to in writing by the Lessee from time to time, the County agrees to:
- a) maintain the Stewardship Lease Area for the purposes of this Agreement, and, and subject to obtaining any consents required by this Agreement, promptly repair any damage to the Stewardship Lease Area caused by the County's breach of this Agreement, including, but not limited to improvements or fences within the Stewardship Lease Area.
- 4.3 The Lessee shall indemnify and save the County harmless from any and all liabilities, actions, claims or demands, including costs on a solicitor and his own client basis, arising out of or related to the lease and occupancy of the Stewardship Lease Area, including:
- a) any breach, violation, or non-performance of any covenant, condition or provision in this lease to be performed, fulfilled or observed by the Lessee;
  - b) any damages, expenses, loss, injury, or death to persons or property, which may occur in, on or about the Stewardship Lease Area, or be related to, resulting from or arising from the Stewardship Lease Area, or anything done or not done thereon
- and this indemnity shall survive the expiry or termination of this lease.

- 4.4 The Lessee acknowledges that they have inspected the Stewardship Lease Area Lands and accepts them on an “as is” basis, knowing the County has made no representation or warranty with regard to the condition of the Stewardship Lease Area.
- 4.5 The Lessee shall provide and keep in force at its expense insurance for comprehensive general liability for bodily injury or death and damage to property of other to a minimum of \$1,000,000.00 dollars per occurrence.

#### **Part 5: Assignment**

- 5.1 The Lessee shall not, without the written consent of the County, assign, sublet or transfer the demised premises or any portion thereof.
- 5.2 In the event that this lease is terminated for any reason whatsoever by either party the Lessee shall have six (6) months from the termination of the lease to remove any County approved fixed improvements made by the Lessee to the property during the term of this lease. After such time the Lessee shall relinquish all rights and ownership of all fixed improvements remaining on the property.
- 5.3 Except as provided in paragraphs 5.4, either party may terminate this lease without reason by serving notice of intent to terminate do so on the other party not less than twelve (12) months prior to the termination date at the address of service as specified in this Agreement.
- 5.4 The County may immediately terminate this Lease for Breach of any terms of the lease which is not rectified within fifteen (15) days of a written notice of the breach, issued by the County to the Lessee.
- 5.5 This Lease Agreement must be registered by way of caveat with Alberta Land Titles for the term of this lease.

#### **Part 6: Notices**

- 6.1 All notices under this Agreement shall be in writing and sent by registered or certified mail as follows:

**To the County at:**

Box 1679  
Lac La Biche, Alberta  
T0A 2C0

**To the Lessee at:**

**\*Lessee Address**

A Party may change its address for service by notice to the other party.

## **Part 7: General**

- 7.1 The Parties may by mutual agreement in writing resolve any dispute on any matter contained in or arising out of this Agreement by arbitration in accordance with the *Alberta Arbitration Act*. However, a notice in writing by one Party to the other at any time prior to the commencement of arbitration that the Party does not wish to resolve a matter by arbitration is sufficient evidence of lack of mutual agreement.
- 7.2 Where the context so requires, appropriate number or gender is deemed to be expressed.
- 7.3 The provisions of this Agreement shall be literally construed to affect its purposes.
- 7.4 Each element and provision of this Stewardship Lease Agreement is severable and the invalidation or discharge of any one or more of them shall not invalidate or discharge any other element or provision herein. In case any term, covenant, provision, phrase, section or other element contained in this Agreement for any reason shall be held invalid, illegal, or unenforceable in any respect, the same shall not effect, alter, modify, or impair in any manner whatsoever any other application thereof or any other term, covenant, provision, phrase, section, or other element contained in this Agreement, the provisions of which shall be carried out as if such invalid, illegal, or unenforceable provision were not contained herein.
- 7.5 This Agreement remains enforceable notwithstanding any change in local planning or change in the planning classification of the areas comprising the Lands or the Stewardship Lease Area.
- 7.6 This Agreement remains enforceable notwithstanding any changes in particular species currently using the Stewardship Lease Area as habitat, or changes in habitat types. This provision recognizes that ecosystems are vital systems changing with time and circumstances.
- 7.7 Every person who now owns or acquires any right, title, or interest in or to any portion of the Lands containing all or a portion of the Stewardship Lease Area is and shall be conclusively deemed to have consented and agreed to every term, covenant, condition, and restriction contained herein, whether or not any reference to the Agreement is contained in the instrument by which such person acquired an interest in the Lands.
- 7.8 The Stewardship Lease Agreement herein shall be in full force and effect for the term of this Agreement unless otherwise terminated.
- 7.9 Every section of this Agreement and the schedules attached hereto incorporated herein constitute a part of this Stewardship Lease Agreement.



7.10 This Stewardship Lease Agreement shall be construed in accordance with the laws of Alberta.

7.11 Time shall, in all respects, be of the essence of this Agreement.

IN WITNESS WHEREOF THE COUNTY AND THE LESSEE HAVE EXECUTED THIS STEWARDSHIP LEASE AND AGREEMENT UNDER SEAL THIS \_\_\_\_\_DAY OF \_\_\_\_\_, 200.

LESSEE

\_\_\_\_\_  
PRINTED LESSEE NAME

\_\_\_\_\_  
PRINTED WITNESS NAME

\_\_\_\_\_  
WITNESS

LAC LA BICHE COUNTY (seal)

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CHIEF ADMINISTRATIVE OFFICER

**AFFIDAVIT OF EXECUTION**

CANADA ) I, \_\_\_\_\_,  
PROVINCE OF ALBERTA ) of the Hamlet of Lac La Biche,  
TO WIT: ) in the Province of Alberta,  
) \_\_\_\_\_,  
) MAKE OATH AND SAY:

1. THAT I was personally present and did see \_\_\_\_\_, named in the within instrument, on the basis of the identification provided to me, duly sign and execute the same for the purpose named therein;
2. THAT the instrument was executed at the Hamlet of Lac La Biche, Alberta and that I am the subscribing witness thereto;
3. THAT I believe \_\_\_\_\_, whose signature I witnessed, is at least eighteen (18) years of age

4. Sworn before me at the Hamlet of Lac La )  
Biche, in the Province of Alberta ))  
this \_\_\_\_ day of \_\_\_\_\_, 200 )  
\_\_\_\_\_) \_\_\_\_\_  
A Commissioner for Oaths in and for the )  
Province of Alberta )

**Schedule 'D'**  
**LAC LA BICHE COUNTY**  
**AIRPORT LEASE**

MEMORANDUM OF AGREEMENT MADE THIS \_\_\_ DAY OF \_\_\_\_\_, 200

BETWEEN:

**LAC LA BICHE COUNTY**  
Box 1679  
Lac La Biche, Alberta T0A 2C0  
(Hereinafter referred to as "the County")

AND

\*  
(Hereinafter referred to as "the Lessee")

WHEREAS the County wishes to lease \_\_\_\_\_ square meters of land at the Lac la Biche Airport from the Lessee;

NOW THEREFORE in further consideration for the Agreement, and, in consideration of the mutual covenants herein contained, the parties agree as follows:

**1. Grant of Lease**

The Lessee hereby leases to the County all those lands (herein called "the premises") as shown outlined in red in "Schedule A" annexed hereto and forming part of this lease containing \_\_\_\_\_ square meters more or less, and being part of land legally described as follows:

\*(Description of lands)\*

Hereinafter called the 'Airport Site'

**2. Term and Rent**

The term of this lease is **five (5) years** commencing \_\_\_\_\_ at a rent of \_\_\_\_\_/square meter for a total of \$ \_\_\_\_\_ per year plus applicable taxes, if any, payable in advance on the first day of each and every year of the term to Lac La Biche County. The fee schedule will be reviewed by \_\_\_\_\_ and may be amended if both parties are mutually agreeable.

**3. Payment of Rent**

The County shall during the term of this lease pay to the Lessee the rent reserved at the times and in the manner provided herein without any deduction or abatement whatsoever.

**4. Use of Premises:**

The Lessee shall use the premises for aviation purposes, training and meetings. The Lessee shall comply with all municipal land bylaws, with the Province of Alberta Safety Codes Act and any other applicable provincial legislation such that any use made of the premises, including any improvements present or constructed on the premises, shall be in compliance with those bylaws and legislation, including obtaining a valid development permit and building permit where required.

**5. Repair and Maintenance**

The Lessee shall at his own cost and expense:

- a) Operate, maintain and keep the premises in good order and condition and promptly make all repairs and replacements to the premises when needed (both inside and outside, structural and otherwise).
- b) Keep all glass and trimmings in, upon or about the doors and windows of the premises whole, and whenever any part thereof shall become broken, shall immediately replace or repair the same under the direction and to the satisfaction of the County.
- c) Keep the premises and every part thereof in a clean and tidy condition and not permit waste paper, garbage, ashes or waste or objectionable material to accumulate thereon.

**6. Utilities**

The Lessee shall at his own cost and expense provide, maintain and operate, if required, water, sewer, electrical, heat and other services to the premises, all to the satisfaction of the County.

**7. Signs**

The Lessee shall not install, display or affix any sign, lettering or advertising medium to the exterior of the premises or elsewhere on the land without in each instance securing the prior written approval of the County. Should the Lessee install, display or affix any sign, lettering or advertising matter be objectionable to the County; it will be removed forthwith by the Lessee upon request by the County.

**8. Antennae**

The Lessee shall not install radio or television or any mechanical, electrical or other means of sound productions or similar devices without the prior written consent of the County.

## **9. Improvements**

The Lessee shall have the right from time to time during the term of this lease to make such changes, alterations, additions or extensions, or effect any rebuilding, whether of a structural nature or otherwise (herein collectively called “improvements”) in and to the premises as the Lessee may think necessary, but subject to the following conditions:

- a) The improvements shall be such as will not, in the County’s opinion, when completed, diminish the value or utility of the premises or change its character as a good quality development.
- b) Improvements shall not be commenced until the Lessee has obtained all building and other permits required by lawful authority.
- c) Improvements which involve structural or substantial changes, or changes to the services of the premises, alterations, additions or extensions or rebuilding of the premises shall not be commenced until detailed plans and specifications have first been submitted to and approved by the County in writing, such approval not to be unreasonably withheld. Provided, however the costs of the same shall be at the Department’s own expense.
- d) Every improvement shall be constructed expeditiously, in good and workmanlike manner, in compliance with the detailed plans and specifications approved by the County, and any laws, regulations, or other requirements of all authorities having jurisdiction.
- e) Trees should not be destroyed or removed unless such destruction or removal is necessary for excavation or for driveways or walkways and unless the written permission of the County is first obtained.

## **10. Inspection and Notice to Repair**

The Lessee shall permit the County to enter the premises and view the state of repair and cleanliness of the premises and the County may give the Lessee written notice requiring the Lessee to repair, maintain or clean, with which the Lessee must comply within 15 days. If the Lessee shall at any time fail to make any such repairs or replacements as required by written notice of the County, the County may make them or cause them to be made and the cost thereof, together with interest thereon computed in accordance with the Alberta Treasury Directive 04/85 regarding interest on overdue accounts.

## **11. Maintenance of Runway and Aircraft Manoeuvring Areas**

The Lessee will be responsible for the continuing maintenance of all paved aircraft manoeuvring areas within the designated Lessee area as well as capital projects involving rehabilitation on all aircraft pavement.

Maintenance projects such as painting of aircraft directional lines are the responsibility of the Lessee at no additional cost to the County.

The County will grade the internal access gravel roads as required during the fire season.

For the Tanker Base Area, the Lessee will be responsible for utilizing their own equipment.

## 12. **Taxes**

The County shall pay all taxes, rates, duties, assessments and other like charges, whether municipal, provincial or federal or otherwise now or hereinafter charged upon the lease premises or upon the County on account thereof.

## 13. **Indemnification and Insurance**

- a) The Lessee shall hold harmless the Minister, its employees and agents from any and all third party claims, demands, or actions for which the Lessee is legally responsible, including those arising out of negligence or wilful acts by the Lessee, or the Lessee's employees or agents.
- b) The Minister shall hold harmless the Lessee, its employees and agents from any and all third party claims, demands, or actions for which the Minister is legally responsible, including those arising out of negligence or wilful acts by the Minister, or the Minister's employees or agents. This hold harmless shall survive this Agreement.

## 14. **Assignments or Sublease**

- a) The Lessee may not assign this lease or sublet the premises without the prior written consent of the County first being obtained, such consent to be at the sole discretion of the Lessee.
- b) Provided that if such assignment or transfer shall result from the merger or amalgamation of the County with some other company or corporation, then such consent shall be required.

## 15. **Surrender**

At the expiration or earlier termination of this lease, the Lessee shall surrender and yield up to the County the premises in essentially the same condition as at the date thereof. Subject to Clause 9 hereof the Lessee may, if he shall not be in default hereunder, remove from the premises all the Lessee's buildings, structures, fixtures and improvements not affixed to the property and, more particularly identified in Clause 9 hereof, but shall in such removal do no damage to the premises, and shall promptly make good any damage which may be occasioned thereto and restore them to their condition prior to such removal.

## 16. **Peaceful Enjoyment**

Upon the Lessee paying the rent and performing the Lessee's covenants, he shall peaceably hold the premises during the term without any interference by the County or any person acting for him.

**17. Accessibility**

The County shall maintain the access road and taxi strip to the premises in reasonable condition for use by the Lessee, his agents, employees, licensees and invitees.

**18. Overholding**

If at the expiration of the term of this lease, or sooner determination as herein provided, the Lessee shall hold over for any reason, the Lessee shall be deemed to be occupying the premises as a Lessee from month to month only, and shall, in the absence of a written agreement to the contrary, be subject to all the terms and conditions of this lease, except as to duration and except any provisions herein requiring the Lessee to erect buildings and improvements on the premises.

**19. Default**

If:

- a) The Lessee shall be in default in the payment of rent or other amounts payable hereunder, whether lawfully demanded or not, and such default shall continue for a period of 15 days after notice by the County to the Lessee specifying such default and requiring the same to be remedied; or
- b) The Lessee shall be in default of any of his covenant to pay rent or other amounts payable hereunder and such default shall continue for a period of 30 days or such longer period as may be reasonably necessary to cure such default considering the nature thereof after notice by the County to the Lessee specifying with reasonable particularity the nature of such default and requiring the same to be remedied; or
- c) The Lessee shall make an assignment for the benefit of creditors, or shall make an assignment or have a receiving order made against him under the Bankruptcy Act, or becoming bankrupt or insolvent shall make application for relief under the provisions of any statute now or hereafter in force concerning bankrupt or insolvent debtors, or any action whatsoever, legislative or otherwise, shall be taken with a view to winding-up, dissolution or liquidation or the County.

At the option of the County the balance of the term hereby granted shall be become forfeited and void, and the County may without notice or any form of legal process whatsoever, forthwith re-enter upon the premises or any part thereof in the name of the whole and repossess and enjoy the same as of its former state.

**20. Mortgages**

Notwithstanding anything contained in this lease, it is agreed that if at any time during the currency of this lease the Lessee affects a mortgage of his leasehold interest in favour of a

mortgagee who has given notice in writing of the mortgage to the County and the Lessee makes default in payment of the rents herein reserved, or the taxed, insurance premiums or other costs and charges herein provided to be paid by the Lessee, or in the observance and performance of any of the covenants and conditions herein contained, the County, before becoming entitled and against such mortgage to exercise any of the rights and remedies herein set forth, shall give to such mortgagee notice in writing of the default, and such mortgages shall, subject as hereinafter provided, have 15 days after receipt of the notice within which to remedy the default if it shall arise by reason of default in the payment of rent or amounts collectable hereunder as rent and 30 days after receipt of such notice within which to remedy any other default, or if the other default cannot be cured within the 30 day period, the mortgage shall, subject as hereinafter provided, have such further period of time as may be reasonably required to remedy the default considering the nature thereof. Provided, however, that if the default of the Lessee shall arise by reason of any of the events mentioned earlier then, so long as such mortgagee shall pay the rents herein reserved, and the taxes, insurance premiums and other costs and charges herein provided to be paid by the Department, and shall observe and perform the other covenants and conditions herein contained the mortgagee shall be entitled to preserve his right and interests under his mortgage and shall not be obliged to reinstate the Lessee to his financial position or condition prior to the happening of the event mentioned earlier and provided further that the rights and privileges granted to the mortgagee shall not in any way be deemed to alter, affect or prejudice any of the rights and remedies howsoever available to the County as against the Lessee.

#### **21. Objectionable Conduct**

Nothing shall be done or permitted on the land either by the Lessee or by an agent, employee or invitee of the Lessee, which, in the opinion of the County, may be deemed objectionable considering the character of the land, constitute a nuisance in respect of owners of adjacent lands or cause the premiums for any insurance carried by the Lessee to be increased or the policy cancelled, then in such case upon the County giving to the Lessee at least 30 days notice to quit, this lease shall cease and determine in accordance with such notice.

#### **22. Termination**

The County and the Lessee shall have the right to terminate this lease or renewal at any time upon giving the other at least 90 days notice in writing notwithstanding anything to the contrary contained in this lease or in any other agreement between the County and the Lessee, but if such notice is given during a period for which the rent has been paid, there shall be refunded to the Lessee the part of such rent corresponding to the period covered by such rent but not enjoyed by the Lessee.

#### **23. Renewal**

If the Lessee duly and regularly pays the rent reserved hereby and performs all the Department's covenants herein contained and is not in default hereunder, the County at the expiration of the term hereby granted, shall, upon written request of the Lessee grant to the Lessee a renewal lease of the leased premises for a further term of five (5) years upon such terms and conditions as may be by this clause shall be exercisable upon the Lessee giving the County written notice of its



termination to exercise the option of renewal, which notice shall be given not later than three (3) months prior to the end of the initial term.

**24. Waiver**

No waiver by the County of any breach by the Lessee of any of his obligations hereunder, shall be a waiver of any subsequent breach or of any other obligation, nor shall any forbearance by the County to seek a remedy for any breach by the Lessee be a waiver by the County of his rights and remedies with respect to such or any subsequent breach.

**25. Notices**

All notices, demands and request which may be or are required to be given by either party hereto to the other shall be in writing. All notices, demands and requests by the County to the Lessee shall be served personally or sent by registered mail addressed to the Lessee at:

**\*\* (Full Address of the Lessee) \*\***

Or at such place as the Lessee may from time to time designate by written notice to the County, and all notices, demands and requests by the Lessee to the County shall be served personally or sent by registered mail addressed to the County at:

**Lac La Biche County  
Box 1679  
SH 663, RR 135  
Lac La Biche, Alberta T0A 2C0**

Or at such other place as the County may from time to time designate by written notice to the Lessee. Notices, demands and requests which are served in the manner aforesaid shall be deemed sufficiently served or given for all purposes hereof, in the case of those given by registered mail, on the third business day following the date of mailing.

**26. General**

- a) If and wherever any dispute or question shall arise between the County and the Lessee touching these presents, or anything herein contained, or the construction hereof, or the rights, duties or liabilities in relation to the leased premises, the matter in difference shall be referenced to a single arbitrator if the parties agree upon one, otherwise to three arbitrator one to be appointed by the County, one by the Lessee, and a third to be appointed in writing by the first two selected before entering upon the business of the reference. Any submission to arbitration shall be under The Arbitration Act and the Award or Determination which shall be made by the said arbitrators or a majority of them shall be final and binding upon the parties hereto or their successors.

- b) Words importing the singular number only shall include the plural and vice versa; words importing the masculine gender shall include the feminine gender and shall include a body corporate where the context or parties hereto so admit or require.
- c) This lease and everything herein contained shall extend to, bind and inure to the benefit each of the parties hereto, subject to the consent of the County being obtained, as hereinbefore, provided, to any assignment or sublease by the Lessee. All covenants herein contained shall be deemed joint and several and all rights and powers reserved to the County or his agents or representatives.
- d) The Lessee may register a caveat in the Land Titles Office in respect of his interest hereunder, but shall not register the lease and shall not cause to be registered any other charge, caveat or encumbrance without first obtaining the County's written consent.
- e) The Lessee shall not permit any builder's lien to be filed or remain filed against the premises in respect of any work performed on behalf of for the benefit of the Department, and shall cause any such liens filed to be removed at the Lessee's sole expense forthwith after receiving notice from the County requiring the Lessee to do so.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE HEREUNTO SET THEIR HANDS AND SEALS THE DAY AND YEAR FIRST ABOVE WRITTEN.

LESSEE

\_\_\_\_\_  
 PRINTED LESSEE NAME

\_\_\_\_\_  
 PRINTED WITNESS NAME

\_\_\_\_\_  
 WITNESS

LAC LA BICHE COUNTY (seal)

\_\_\_\_\_  
 MAYOR

\_\_\_\_\_  
 CHIEF ADMINISTRATIVE OFFICER

**AFFIDAVIT OF EXECUTION**

CANADA ) I, \_\_\_\_\_,  
PROVINCE OF ALBERTA ) of the Hamlet of Lac La Biche,  
TO WIT: ) in the Province of Alberta,  
) \_\_\_\_\_,  
) MAKE OATH AND SAY:

- 1. THAT I was personally present and did see \_\_\_\_\_, named in the within instrument, on the basis of the identification provided to me, duly sign and execute the same for the purpose named therein;
- 2. THAT the instrument was executed at the Hamlet of Lac La Biche, Alberta and that I am the subscribing witness thereto;
- 3. THAT I believe \_\_\_\_\_, whose signature I witnessed, is at least eighteen (18) years of age.

Sworn before me at the Hamlet of Lac La )  
Biche, )  
in the Province of Alberta )  
this \_\_\_\_ day of \_\_\_\_\_, 200 ) \_\_\_\_\_  
)  
)  
\_\_\_\_\_  
A Commissioner for Oaths in and for the )  
Province of Alberta )

**Schedule 'E'**  
**LAC LA BICHE COUNTY**  
**EDUCATIONAL USE LEASE AGREEMENT**

MEMORANDUM OF AGREEMENT MADE THIS \_\_\_ DAY OF \_\_\_\_\_, 200

BETWEEN:

LAC LA BICHE COUNTY  
Box 1679  
Lac La Biche, Alberta T0A 2C0

(Hereinafter referred to as "the County")

AND

\*  
(Hereinafter referred to as "the Lessee")

The County agrees to let and the Lessee agrees to take for a period of **\*three (3) or five (5) years specify term of the Lease Agreement)** years commencing on **\*date of lease agreement commencement**; all that portion of the lands legally described as:

**\*-Description of Land-**

**Definitions:**

Educational Purposes: Offsite training required by the students of \* \_\_\_\_\_  
**(Specify Learning Institution)** as a requirement to the specific Course of Study.

The County and the Lessee agree as follows:

1. The Lessee hereby takes notice that there is an existing Lease Agreement in Place on the lands for a period of five (5) years between Lac La Biche County and a County resident (s) for other Agricultural purposes. **(May not Apply)**
2. The Lessee agrees to Lease from the County, the above noted lands for a period of **\*three (3) or five (5) years specify term of the Lease Agreement)** years at no cost to the Lessee.

3. The property taxes are the sole responsibility of the Lessee utilizing the subject lands for Agricultural purposes, for the term of this Agreement.
4. The Lessee shall indemnify and save the County harmless from any and all liabilities, actions, claims or demands, including costs on a solicitor and his own client basis, resulting from the use of the Subject Land as a training site for educational use, including:
  - a) any breach, violation, or non-performance of any covenant, condition or provision in this lease to be performed, fulfilled or observed by the Lessee;
  - b) any damages, expenses, loss, injury, or death to persons or property, which may occur in, on or about the Lands, or be related to, resulting from or arising from the Subject Lands, or anything done or not done thereon

and this indemnity shall survive the expiry or termination of this lease.

5. The \* \_\_\_\_\_ (**Specify Learning Institution**) agrees to keep the site clean, lop and scatter all limbs and tops. All lots are to be stacked neatly along the roadside for public use as firewood. Location to stack to be determined by the Manager of Public Works prior to stacking.
6. The college must ensure that all students participating in the program are covered under the *College Liability Insurance and Workers Compensation Act*.
7. The Lessee acknowledges that they have inspected the Subject Lands and accepts them on an “as is” basis, knowing the County has made no representation or warranty with regard to the condition of the Subject Lands.
8. The Lessee shall use the Subject Lands for the sole purposes of \_\_\_\_\_ (**Specify Intent of Lease**). The Lessee shall not commit waste or injury to the subject Lands and shall not allow any use for any purpose other than as stated above.
9. The Educational Use Lease Agreement shall be exercised and accepted with sixty (60) days of Council decision or resolution.
10. The Lessee shall provide and keep in force at its expense insurance for comprehensive general liability for bodily injury or death and damage to property of other to a minimum of \$1,000,000.00 dollars per occurrence.
11. In the event that the Subject Lands is required by a seismic operator or any other operator as defined in *The Surface Rights Act*, it is agreed that all compensation shall be payable to the County, except for direct damages or loss suffered to

fences, gates, crops, and hay pasture by the Lessee which shall be negotiated directly between the Lessee and the operator.

12. The Lessee shall not, without the written consent of the County, assign, sublet or transfer the demised premises or any portion thereof.
13. The Lessee shall not erect any building, structure or other thing on the Subject Lands (excepting thereout a fence or coral; cattle handling facility), unless such improvement receives prior approval in writing from the County. If a fence is already in existence, the fence shall remain the property of the County and be kept by the Lessee in a state of good repair.
14. The demised premises must be utilized for the specific intent of the lease within six (6) months of the effective date of the Lease Agreement.
15. The Lessee shall not implement any construction or land improvement on the demised premises unless such construction or improvement receives prior approval in writing from the County. No compensation shall be paid by the County to the lessee upon termination of this Agreement for any improvements made to the land. If the fence was erected and constructed by the Lessee, the fence shall remain the property of the Lessee and removed upon termination of this Agreement, as per clause 16 of this Agreement.
16. In the event that this lease is terminated for any reason whatsoever by either party the Lessee shall have six months from the termination of the lease to remove any County approved fixed improvements made by the Lessee to the property during the term of this lease. After such time the Lessee shall relinquish all rights and ownership of all fixed improvements remaining on the property.
17. The County reserves the right to enter onto the demised premises for purposes of inspection and may enter onto the demised premises at any time and without notice.
18. The Lessee shall ensure the provision of legal and physical access is maintained at all times.
19. The County shall not be responsible to maintain or repair any portion of the demised premises.
20. The Lessee shall be strictly responsible for eradicating and preventing the growth and spread of all noxious weeds as defined by the *Weed Control Act of Alberta* on the demised premises. Failure to do so shall constitute a substantial breach of this agreement and shall be grounds for immediate termination of this agreement by the County without further notice or reason.

21. Either party may terminate this lease without reason by serving notice of intent to terminate do so on the other party not less than twelve (12) months prior to the termination date at the address of service as specified in this Agreement.
22. This Lease Agreement must be registered by way of caveat with Alberta Land Titles for the term of this lease.
23. Time shall be of the essence of the Agreement.

All notices under this Agreement shall be in writing and sent by registered or certified mail as follows:

**To The County:**  
 Lac La Biche County  
 Box 1679  
 Lac La Biche, Alberta  
 T0A 2C0  
 Attention: Municipal Manager

**To the Lessee:**  
**\*Lessee Address**

24. The Lessee shall comply, at its own cost and expense, all provincial, federal, and municipal laws relevant with the Subject Lands and the Lessee’s use thereof.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE HEREUNTO SET THEIR HANDS AND SEALS THE DAY AND YEAR FIRST ABOVE WRITTEN.

**(Specify Learning Institution)**(Seal)  
 LESSEE

\_\_\_\_\_  
 PRINTED WITNESS NAME

\_\_\_\_\_  
 WITNESS

LAC LA BICHE COUNTY (seal)

\_\_\_\_\_  
 MAYOR

\_\_\_\_\_  
 CHIEF ADMINISTRATIVE OFFICER

**AFFIDAVIT OF EXECUTION**

CANADA ) I, \_\_\_\_\_,  
PROVINCE OF ALBERTA ) of the Hamlet of Lac La Biche,  
TO WIT: ) in the Province of Alberta,  
) \_\_\_\_\_,  
) MAKE OATH AND SAY:

1. THAT I was personally present and did see \_\_\_\_\_, named in the within instrument, on the basis of the identification provided to me, duly sign and execute the same for the purpose named therein;
2. THAT the instrument was executed at the Hamlet of Lac La Biche, Alberta and that I am the subscribing witness thereto;
3. THAT I believe \_\_\_\_\_, whose signature I witnessed, is at least eighteen (18) years of age.

Sworn before me at the Hamlet of Lac La )  
Biche, )  
in the Province of Alberta )  
this \_\_\_\_ day of \_\_\_\_\_, 200 ) \_\_\_\_\_  
)  
)  
\_\_\_\_\_  
A Commissioner for Oaths in and for the )  
Province of Alberta )



**Schedule 'F'**  
**LAC LA BICHE COUNTY**  
**LAND RENTAL AGREEMENT**

MEMORANDUM OF AGREEMENT MADE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 200

BETWEEN:

LAC LA BICHE COUNTY  
Box 1679  
Lac La Biche, Alberta T0A 2C0

(Hereinafter referred to as "the County")

-AND-

\*

(Hereinafter referred to as "the Renter")

The County agrees to let and the Renter agrees to take for a period of One (1) year commencing on **date of Rental agreement commencement**; all that portion of the lands legally described as:

**\*-Description of lands-**

1. The Renter agrees to pay to the County an initial deposit of One-Hundred Dollars (\$100.00) upon execution of this Agreement. The first payment of the annual rental fee shall be reduced by \$100.00 to \*\$\_\_\_\_\_ to account for the deposit.
2. The annual rent is \*\$\_\_\_\_\_ and is payable by instalments of \*\$\_\_\_\_\_ on each of May 1 and December 1 in each 12 month period that this agreement is in effect.

The rent fee is based upon the following:

34 acres X \*\$\_\_\_\_\_ = \*\$\_\_\_\_\_ Total Annual Rental Fee

In the event that this agreement is terminated for any reason prior to the end of the term, one (1) year, the Renter shall be entitled to a refund of any prepaid monies on a pro-rated basis.

3. The property taxes are the sole responsibility of the Renter, land taxes to be determined according to the property tax bylaw as approved by Lac La Biche County Council for the term of this Agreement.
4. The Renter shall indemnify and save the County harmless from any and all liabilities, actions, claims or demands, including costs on a solicitor and his own client basis, arising out of or related to the Subject Lands, including:
  - a) any breach, violation, or non-performance of any covenant, condition or provision in this agreement to be performed, fulfilled or observed by the Renter;
  - b) any damages, expenses, loss, injury, or death to persons or property, which may occur in, on or about the Subject Lands, or be related to, resulting from or arising from the Subject Lands, or anything done or not done thereon

and this indemnity shall survive the expiry or termination of this agreement.

5. The Renter acknowledges that they have inspected the Subject Lands and accepts them on an “as is” basis, knowing the County has made no representation or warranty with regard to the condition of the Subject Lands.
6. The Renter shall use the Subject Lands for the sole purposes of haying. The Renter shall not commit waste or injury to the subject Lands and shall not allow any use for any purpose other than as stated above.
7. The Rental Agreement shall be exercised and accepted with sixty (60) days of Council decision or resolution.
8. The Renter shall provide and keep in force at its expense insurance for comprehensive general liability for bodily injury or death and damage to property of other to a minimum of \$1,000,000.00 dollars per occurrence.
9. In the event that the Subject Lands is required by a seismic operator or any other operator as defined in *The Surface Rights Act*, it is agreed that all compensation shall be payable to the County, except for direct damages or loss suffered to hay pasture by the Renter which shall be negotiated directly between the Renter and the operator.
10. The Renter shall not, without the written consent of the County, assign, sublet or transfer the demised premises or any portion thereof.
11. The Renter shall not erect any building, structure or other thing on the Subject Lands (excepting thereout a fence or coral; cattle handling facility), unless such improvement receives prior approval in writing from the County. If a fence is already

- in existence, the fence shall remain the property of the County and be kept by the Renter in a state of good repair.
12. The demised premises must be utilized for the specific intent of the Rental Agreement within six (6) months of the effective date of the Rental Agreement.
  13. The Renter shall not implement any construction or land improvement on the demised premises unless such construction or improvement receives prior approval in writing from the County. No compensation shall be paid by the County to the lessee upon termination of this Agreement for any improvements made to the land. If the fence was erected and constructed by the Lessee, the fence shall remain the property of the Renter and removed upon termination of this Agreement, as per clause 14 of this agreement.
  14. In the event that this lease is terminated for any reason whatsoever by either party the Renter shall have six months from the termination of the Rental Agreement to remove any County approved fixed improvements made by the Renter to the property during the term of this Rental Agreement. After such time the Renter shall relinquish all rights and ownership of all fixed improvements remaining on the property.
  15. The County reserves the right to enter onto the demised premises for purposes of inspection and may enter onto the demised premises at any time and without notice.
  16. The Renter shall ensure the provision of legal and physical access is maintained at all times.
  17. The County shall not be responsible to maintain or repair any portion of the demised premises.
  18. The Renter shall be strictly responsible for eradicating and preventing the growth and spread of all noxious weeds as defined by the *Weed Control Act of Alberta* on the demised premises. Failure to do so shall constitute a substantial breach of this agreement and shall be grounds for immediate termination of this agreement by the County without further notice or reason.
  19. Either party may terminate this agreement without reason by serving notice of intent to terminate do so on the other party not less than twelve (12) months prior to the termination date at the address of service as specified in this Agreement.
  20. If within the term of this Agreement the County receives from the Renter an offer to lease all or any portion of the Lands, the County may accept such offer to lease at fair market value as determined by Lac La Biche County Land Assessors at that time, but not obligated to accept such offer to lease.
  21. If within the term of this Agreement **\*three (3) or five (5) specify term of lease agreement** years of the date hereof, the County receives an offer to lease from a third

party to lease all or any portion of the Lands which lease offer is acceptable to the County, the County shall give notice in writing thereof to the Renter at its address for service as specified in this Agreement.

22. In the said notice, the County shall offer to lease to the Renter the Lands or a portion thereof at the same price and on the same terms and conditions as specified in the third party's offer to lease and a true copy of the third party's offer to lease shall be attached to the said notice (the Offer to Lease).
23. The Renter shall have sixty (60) days from the date of receipt of the Notice from the County in which to give written notice to the County, at the address for service as specified in this Agreement, of the Renter's acceptance or rejection of the Offer.
24. Upon acceptance of the Offer, by the Renter, the County shall be bound to lease and the Renter shall be bound to lease the Lands or any portion thereof on the terms contained in the Offer.
25. In the event the Renter neither accepts or rejects the Offer to lease within the aforesaid sixty (60) day period, the Renter shall be deemed to have rejected the offer to lease as at the last day of the aforesaid sixty (60) day period and the County shall be at liberty to accept the offer to lease from such third party on the same terms and conditions as set forth in the Offer.
26. In the event that such third party does not complete the lease in accordance with the terms of its Offer, the Lands or any portion thereof shall continue to be the subject of this Agreement.
27. Time shall be of the essence of the Agreement.

All notices under this Agreement shall be in writing and sent by registered or certified mail as follows:

**To The County:**

Lac La Biche County  
Box 1679  
Lac La Biche, Alberta  
T0A 2C0  
Attention: Municipal Manager

**To the Renter:**

**\*Lessee Address**

28. The Renter shall comply, at its own cost and expense, all provincial, federal, and municipal laws relevant with the Subject Lands and the Renter's use thereof.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE HEREUNTO SET THEIR HANDS AND SEALS THE DAY AND YEAR FIRST ABOVE WRITTEN.

LESSEE

\_\_\_\_\_  
PRINTED LESSEE NAME

\_\_\_\_\_  
PRINTED WITNESS NAME

\_\_\_\_\_  
WITNESS

LAC LA BICHE COUNTY (seal)

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CHIEF ADMINISTRATIVE OFFICER

**Schedule 'G'**  
**LAC LA BICHE COUNTY**  
**MUNICIPAL RESERVE FORAGE RENTAL AGREEMENT**

MEMORANDUM OF AGREEMENT MADE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 200

BETWEEN:

LAC LA BICHE COUNTY  
Box 1679  
Lac La Biche, Alberta T0A 2C0

(Hereinafter referred to as "the County")

-AND-

\*

(Hereinafter referred to as "the Renter")

The County agrees to let and the Renter agrees to take for a period of One (1) year commencing on **date of Rental agreement commencement**; all that portion of the lands legally described as:

**\*-Description of lands-**

29. The Renter agrees to pay to the County an initial deposit of One-Hundred Dollars (\$100.00) upon execution of this Agreement. The first payment of the annual rental fee shall be reduced by \$100.00 to \*\$\_\_\_\_\_ to account for the deposit.

30. The annual rent is \*\$\_\_\_\_\_ and is payable by instalments of \*\$\_\_\_\_\_ on each of May 1 and December 1 in each 12 month period that this agreement is in effect.

The rent fee is based upon the following:

34 acres X \*\$\_\_\_\_\_ = \*\$\_\_\_\_\_ Total Annual Rental Fee

In the event that this agreement is terminated for any reason prior to the end of the term, one (1) year, the Renter shall be entitled to a refund of any prepaid monies on a pro-rated basis.

31. Municipal Reserve Land is exempt from property taxes.

32. The Renter shall indemnify and save the County harmless from any and all liabilities, actions, claims or demands, including costs on a solicitor and his own client basis, arising out of or related to the Subject Lands, including:
- a) any breach, violation, or non-performance of any covenant, condition or provision in this agreement to be performed, fulfilled or observed by the Renter;
  - b) any damages, expenses, loss, injury, or death to persons or property, which may occur in, on or about the Subject Lands, or be related to, resulting from or arising from the Subject Lands, or anything done or not done thereon

and this indemnity shall survive the expiry or termination of this agreement.

33. The Renter acknowledges that they have inspected the Subject Lands and accepts them on an “as is” basis, knowing the County has made no representation or warranty with regard to the condition of the Subject Lands.
34. The Renter shall use the Subject Lands for the sole purposes of forage. The Renter shall not commit waste or injury to the subject Lands and shall not allow any use for any purpose other than as stated above.
35. The Municipal Reserve Forage Rental Agreement shall be exercised and accepted with sixty (60) days of Council decision or resolution.
36. The Renter shall provide and keep in force at its expense insurance for comprehensive general liability for bodily injury or death and damage to property of other to a minimum of \$1,000,000.00 dollars per occurrence.
37. In the event that the Subject Lands is required by a seismic operator or any other operator as defined in *The Surface Rights Act*, it is agreed that all compensation shall be payable to the County, except for direct damages or loss suffered to hay pasture by the Renter which shall be negotiated directly between the Renter and the operator.
38. The Renter shall not, without the written consent of the County, assign, sublet or transfer the demised premises or any portion thereof.
39. The Renter shall not erect any building, structure or other thing on the Subject Lands.
40. The demised premises must be utilized for the specific intent of the Rental Agreement within six (6) months of the effective date of the Rental Agreement.

41. The Lessee shall not implement any construction or land improvement on the demised premises unless such improvement receives prior approval in writing from the County. No compensation shall be paid by the County to the lessee upon termination of this Agreement for any improvements made to the land.
42. The Lessee shall ensure the provision of legal and physical access is maintained at all times.
43. The County reserves the right to enter onto the demised premises for purposes of inspection and may enter onto the demised premises at any time and without notice.
44. The Renter shall ensure the provision of legal and physical access is maintained at all times.
45. The County shall not be responsible to maintain or repair any portion of the demised premises.
46. The Renter shall be strictly responsible for eradicating and preventing the growth and spread of all noxious weeds as defined by the *Weed Control Act of Alberta* on the demised premises. Failure to do so shall constitute a substantial breach of this agreement and shall be grounds for immediate termination of this agreement by the County without further notice or reason.
47. Either party may terminate this agreement without reason by serving notice of intent to terminate do so on the other party not less than twelve (12) months prior to the termination date at the address of service as specified in this Agreement.
48. Time shall be of the essence of the Agreement.

All notices under this Agreement shall be in writing and sent by registered or certified mail as follows:

**To The County:**

Lac La Biche County  
Box 1679  
Lac La Biche, Alberta  
T0A 2C0  
Attention: Municipal Manager

**To the Renter:**

**\*Lessee Address**

49. The Renter shall comply, at its own cost and expense, all provincial, federal, and municipal laws relevant with the Subject Lands and the Renter's use thereof.



IN WITNESS WHEREOF THE PARTIES HERETO HAVE HEREUNTO SET THEIR HANDS AND SEALS THE DAY AND YEAR FIRST ABOVE WRITTEN.

LESSEE

\_\_\_\_\_  
PRINTED LESSEE NAME

\_\_\_\_\_  
PRINTED WITNESS NAME

\_\_\_\_\_  
WITNESS

LAC LA BICHE COUNTY (seal)

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CHIEF ADMINISTRATIVE OFFICER

**AFFIDAVIT OF EXECUTION**

CANADA  
PROVINCE OF ALBERTA  
TO WIT:

) I, \_\_\_\_\_,  
) of the Hamlet of \_\_\_\_\_,  
) in the Province of Alberta,  
) \_\_\_\_\_,  
) MAKE OATH AND SAY:

1. THAT I was personally present and did see \_\_\_\_\_, named in the within instrument, on the basis of the identification provided to me, duly sign and execute the same for the purpose named therein;
2. THAT the instrument was executed at the Hamlet of Lac La Biche, Alberta and that I am the subscribing witness thereto;
3. THAT I believe \_\_\_\_\_, whose signature I witnessed, is at least eighteen (18) years of age.

Sworn before me at the Hamlet of Lac La Biche, in the Province of Alberta  
this \_\_\_\_\_ day of \_\_\_\_\_, 200  
\_\_\_\_\_  
A Commissioner for Oaths in and for the Province of Alberta

\_\_\_\_\_