

VILLAGE OF ALIX
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November 19, 2012

Alberta Environment Sustainable Resources
Red Deer, Alberta
Fax: (403) 340-5022

ATTENTION: Angela Fulton/Todd Aasen

Dear Ms. Fulton/Mr. Aasen:

Re: Alberta Recreational Lease Agreement

Please find enclosed an Alberta Recreational Lease Agreement between Alberta Environment and the Village of Alix which will expire on December 31, 2012.

The Village of Alix Council passed the following resolution at the November 7, 2012 Regular Council Meeting:

"Resolution #232/12: Moved by Councilor Perry that the Village of Alix Council request Alberta Environment to renew the land lease.

CARRIED"

If you have any questions or concerns regarding the above please feel free to contact the undersigned.

Yours truly,

A handwritten signature in black ink, appearing to read 'Lyle Wack', is written over a horizontal line.

Lyle Wack, CAO
Village of Alix

LW/wjm



RENEWAL ENDORSEMENT

The Minister of the Department of Alberta Environment and Sustainable Resource Development, subject to the additional terms and conditions, if any, set out hereunder, which additional terms and conditions shall form part of the Alberta Recreational Lease Agreement **ERL 930003** hereby renews that lease for a period of **Twenty one (21)** years commencing on the 1st day of January, 2013, and expiring on the 31st day of December, 2033.


Annual rental for the renewal period is: Nil

IN WITNESS whereof the Minister of the Department of Alberta Environment has hereunto set his hand as the 26 day of NOVEMBER, 2012



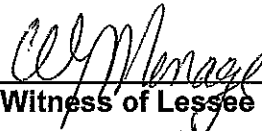
-Carlin Soehn
Witness

Her Majesty the Queen in right of the Province of Alberta as represented by the Minister of Environment and Sustainable Resource Development.

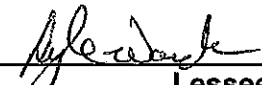
Per: 

Print Name: ROBERT SHORTEN
Position Held: LAND MGT. TCOL.

IN WITNESS hereof the lessee hereby accepts the above renewal:



Witness of Lessee



Lessee
Lyle Wack
Chief Administrative Officer

Nov. 26, 2012

Date

ALBERTA RECREATIONAL LEASE AGREEMENT

THIS LEASE IS BETWEEN:

HER MAJESTY THE QUEEN,
in the Right of the Province of Alberta,
as represented by the Minister
of the Department
of Environmental Protection
(the "Minister")

AND

The Village of Alix
(the "Lessee").

The Minister is the owner of land in the Province of Alberta described in the schedule attached as Schedule A and outlined in pink on the sketch attached as Schedule B (the "Land").

The Lessee wishes to use the Land for recreation.

The Minister recognizes that certain recreational uses will not interfere with the primary use of the Land for managing water.

The Minister therefore hereby leases the Land to the Lessee for recreational use and for no other purpose, on the following conditions:

TERM AND RENT

- 1.1 The term of this lease is twenty-one years beginning January 1, 1992 and expiring December 31, 2012 inclusive (the "term").
- 1.2 The Lessee must pay the Minister one dollar for the twenty-one year term.

The Minister hereby acknowledges the rent has been paid in full.

MINISTER'S USE OR OCCUPATION

- 2.1 The Minister may access the Land without charge to carry out engineering investigations, to operate and maintain any facilities owned by the Minister, to carry out any work needed to administer the Water Resources Act, or to examine the state of the Land. The Minister must give reasonable notice of his intent to use this right except where, in the sole opinion of the Minister, there is an emergency for which immediate access is required. The Minister must compensate the Lessee for any damage caused by the Minister's access.

- 2.2 The Minister is not liable for property loss, property damage or the relocation of facilities resulting from flooding or water management activities.

USE

- 3.1 The Lessee is responsible for operating and maintaining all recreational facilities on the Land.
- 3.2 The Lessee will not make improvements to the Land, commit voluntary or permissive waste, make any changes to the Land or intensify the use of the Land without written permission from the Minister.
- 3.3 The Lessee must comply with all legislation in effect whether federal, provincial or municipal and obtain all approvals that are required for its use of the Land.
- 3.4 The Lessee accepts the Land in the condition it is in on the date the Lessee takes possession.
- 3.5 The Lessee must maintain the Land, fences, landscaping and all other improvements on the Land in good order, with special regard to proper recreational management practices.
- 3.6 The Lessee must not commit or permit on the Land any offensive act or any act that may disturb the neighbors.
- 3.7 The Lessee must use its best efforts and approved methods of husbandry to prevent the growth of and to exterminate all noxious weeds on the Land, and to prevent excessive grass cover from becoming a fire hazard.
- 3.8 At the expiration or termination of the Lease, the Lessee will give back to the Minister peaceful possession of the Land in good condition.

PERMITS

4. Any person wanting to place a pier or other facility on the Land should apply to the Lessee for a permit. The Lessee must refer each application to the Minister for his review. The Minister may refuse any application or stipulate any condition or restriction he considers necessary. The Lessee may issue a permit for any application the Minister does not refuse, subject to the Minister's conditions and restrictions.

QUIET POSSESSION

5. Subject to Clauses 2 and 6 of this Lease, the Minister agrees that if the Lessee performs its Lease obligations, the Lessee is entitled to quiet possession of the Land without interference from the Minister.

DEFAULT AND TERMINATION

If the Lessee receives notice from the Minister that the Lessee has defaulted in performing a Lease obligation, the Lessee must immediately begin steps to correct the default. Within thirty days after receiving the notice (or longer time the Minister may reasonably specify considering the nature of the default) the Lessee must complete the correction. If the Lessee fails to perform either of these requirements, the Minister may enter on the Land and correct the default. The Lessee must repay any expenses the Minister incurs in correcting the default, and the Minister may collect these costs as rent.

6.2 If:

- a) a creditor lawfully seizes any of the Lessee's property on the Land;
- b) the Lessee makes an assignment for the benefit of its creditors, or goes bankrupt and takes the benefit of any law for bankrupt debtors, or is involved in voluntary or involuntary liquidation proceedings or has a receiver appointed for its business affairs;
- c) the Lessee fails to rectify a default under Section 6.1; or
- d) the rent or any other payment due the Minister is in arrears for more than thirty days;

the Minister may terminate this Lease by giving the Lessee thirty days' written notice.

6.3 Despite the term set forth in Clause 1.1 either the Minister or the Lessee may terminate this Lease on one year's written notice to the other party.

6.4 Despite Clause 6.3 the Minister may terminate the Lease or withdraw any part of the Land from the Lease he considers necessary to construct banks, drains, dams, ditches, canals, turnouts, weirs, spillways, roads or other structures necessary or incidental to those works and will give reasonable written notice to the Lessee not exceeding one year.

REMOVAL OF LESSEE'S ITEMS

- 7.1 Before the Lease expires or is terminated, the Lessee must remove any equipment, personal property, fixtures and buildings it erected or brought on the Land (the "Lessee's Items").
- 7.2 The Lessee must make good all damage caused by the removal of the Lessee's Items and restore the Land to clean condition.
- 7.3 The Lessee must leave the Land and any of the Lessee's Items not removed under this clause free from any encumbrance and in a good state of repair. Any of the Lessee's Items not removed become the Minister's property.

INDEMNITY

- 8.1 The Lessee must indemnify and hold harmless the Minister, his employees and agents, from all claims and costs that may arise, directly or indirectly, from any act or omission of the Lessee, its employees, members or agents, in the performance by the Lessee of this Lease. This indemnification survives this Lease.
- 8.2 The Minister must indemnify and hold harmless the Lessee, its employees, members and agents from all claims and costs that may arise, directly or indirectly, out of any act or omission of the Minister, his employees or agents, in the performance by the Minister of this Lease. This indemnification survives this Lease.

INSURANCE

- 9.1 During the term, the Lessee must insure all its personal property on the Land against accidental loss or damage.
- 9.2 The Lessee must insure its operations under a contract of either Comprehensive or Commercial General liability that:
 - a) accords with The Alberta Insurance Act;
 - b) covers bodily injury, death, personal injury and property loss or damage including loss of use thereof;
 - c) is for not less than one million dollars (\$1,000,000.00) per occurrence, with annual general aggregate, if any, not less than two million dollars (\$2,000,000.00); and
 - d) includes employees and members as additional insureds; products and completed operations liability if applicable; and Watercraft liability if applicable.
- 9.3 The Lessee must maintain automobile liability insurance on all vehicles owned, operated or licensed in the name of the Lessee in an amount not less than one million (\$1,000,000.00) dollars.
- 9.4 Any insurance called for under this agreement must be endorsed to provide to the Minister 30 days' advance written notice of cancellation or material change.
- 9.5 As evidence of all required insurance, the Lessee must provide certificates of insurance to the Minister within 90 days of the commencement of this Lease and before beginning any work on the Land, and certified true copies of the policies upon request.
- 9.6 On the fifth anniversary of this lease and every five years, after the Minister may review and modify these insurance requirements, to reasonably conform with changes in the Minister's insurance guidelines.

- 9.7 The Lessee must promptly advise the Minister of damage to any structure or any accident on the Land which results or could result in serious injury to any person.

TAXES

- 10.1 The Lessee is responsible for all taxes or other charges levied against the Land.

ASSIGNMENT AND SUBLETTING

11. The Lessee must not assign or sublet any Land contained in this Lease without the Minister's written consent.

LIENS

12. The Lessee must not permit any builder's liens or other liens for labour or material relating to work to remain filed against the Land.

OVERHOLDING

13. If the Lessee remains in possession of the Land after the end of the term without special agreement, a tenancy from year to year is not created. The Lessee becomes a monthly tenant at a monthly rent established by the Minister and otherwise on the terms described in this Lease.

LESSEE'S AGENTS AND EMPLOYEES

14. The Lessee must ensure that its agents, members, employees and guests comply with the Lessee's Lease obligations. A breach of those obligations by any of its agents, members, employees or guests will be treated as a breach by the Lessee.

ADDRESS FOR NOTICES

15. Any notice which either party is required to give to the other must be delivered or mailed by prepaid post:

To the Minister at:

Alberta Environmental Protection
Land Services Section
8th Floor, Oxbridge Place
9820 - 106 Street
Edmonton, Alberta
T5K 2J6

To the Lessee at:

The Village of Alix
Box 87
Alix, Alberta
T0L 0B0

or other address that either party may give to the other. Any notice mailed by prepaid post must be considered received on the second postal day after the date of mailing. The use of mail for notices must be suspended during postal strikes.

GENERAL

- 16.1 The waiver by the Minister or the Lessee of the strict performance of any condition of this Lease is not a waiver of any other condition nor a waiver of any subsequent breach of the same or any other condition.
- 16.2 The headings used in this Lease are for reference purposes only. They do not define or modify the terms of this Lease.
- 16.3 This Lease constitutes the entire agreement between the parties and the Minister has made no promises to the Lessee except those in this Lease.
- 16.4 This Lease inures to the benefit of the Lessee and those of its heirs, executors, administrators and assigns entitled to benefit from the Lease, and to no other person.

AN AUTHORIZED REPRESENTATIVE FOR THE LESSEE SIGNED THIS LEASE ON THE

7th DAY OF October 1993 IN THE PRESENCE OF:

WITNESS

[Signature]

LESSEE

[Signature]

THE SEAL OF THE MINISTER WAS IMPRESSED ON THIS LEASE ON THE 14th DAY
OF June, 1993 IN THE PRESENCE OF:

[Signature]
FOR THE MINISTER OF THE DEPARTMENT
OF ENVIRONMENTAL PROTECTION.

SCHEDULE "A"

To be attached to and form part of the Lease Agreement between the Village of Alix and Her Majesty The Queen in Right of Alberta as represented by the Minister of Environmental Protection.

Being those Lands around Alix Lake and particularly described as follows:

FIRSTLY: TITLE #922 155 918
ATS NE 26-39-23-4

Meridian 4 Range 23 Township 39 Section 26

All that portion of the North East Quarter described as follows:
Commencing at the North East angle of the said quarter section;

thence along the Northerly boundary thereof North eighty nine (89) degrees and seven (7) minutes West thirteen hundred and forty seven and seven tenths (1347.7) feet;

thence South thirty one (31) degrees and forty six (46) minutes West one hundred and eleven and nine tenths (111.9) feet;

thence South forty one (41) degrees and thirty seven (37) minutes East two hundred and thirty two and four tenths (232.4) feet;

thence south sixteen (16) degrees and thirty seven (37) minutes East one hundred and five and one tenth (105.1) feet;

thence South eighty five (85) degrees and fifty two (52) minutes East two hundred and one and six tenths (201.6) feet;

thence South one (1) degree and eight (8) minutes East one hundred and twenty three and two tenths (123.2) feet;

thence South eighty seven (87) degrees and seven (7) minutes West one hundred and eighty three and two tenths (183.2) feet;

thence South fifty two (52) degrees and two (2) minutes West five hundred and seventy seven and two tenths (577.2) feet;

thence South twenty one (21) degrees and fifty (50) minutes West three hundred and sixty one and one tenth (360.1) feet;

thence South thirty one (31) degrees and three (3) minutes West three hundred and thirty four and nine tenths (334.9) feet;

thence South forty eight (48) degrees and fifteen (15) minutes West two hundred and thirty five and two tenths (235.2) feet;

thence South twenty eight (28) degrees and sixteen (16) minutes East one hundred and sixteen and six tenths (116.6) feet;

A M E N D M E N T

to

Schedules A and B of
Alberta Recreational Lease Agreement
Number ERL 930003, dated October 7, 1993

between

Her Majesty the Queen,
in the Right of the Province of Alberta,
as requested by the Minister
of the Department of
Environmental Protection (the "Minister")

and

The Village of Alix
(the "Lessee").

This lease is hereby amended by adding the following to Schedules A and B.

ELEVENTHLY: TITLE # 932 265 023
ATS NE 26 AND SE 35-39-23-4

PLAN 9322253
PARLBY CREEK - BUFFALO LAKE WATER MANAGEMENT PROJECT WITHIN
MERIDIAN 4 RANGE 23 TOWNSHIP 39 COMPRISING PARTS OF:

	HECTARES	(ACRES) MORE OR LESS
NE 26	2.50	6.18
SE 35	7.04	17.40

EXCEPTING THEREOUT ALL MINES AND MINERALS.

TWELFTHLY: TITLE # 932 908 658
ATS NE 35 AND NW 36-39-23-W4

PLAN 9322684
PARLBY CREEK - BUFFALO LAKE WATER MANAGEMENT PROJECT COMPRISING OF:

PLAN	BLOCK	LOT	HECTARES	(ACRES) MORE OR LESS
7922552	4-	TMR	0.008	0.02
2885 AI	ALBERTA AVENUE		0.196	0.48
4550 NY	28	R1	0.012	0.03
2885 AI	X		0.535	1.32
XXX	7	23	0.016	0.04

PORTION GOV'T ROAD ALLOWANCE.
EXCEPTING THEREOUT ALL MINES AND MINERALS.

A copy of this Amendment and a copy of Schedule B amended
effective Feb. 21, 1994 shall be attached to and
form part of this Lease.

R Kent
WITNESS to Lessee's Signature

March 1, 1994
DATE

[Signature]
LESSEE
[Signature]
FOR THE MINISTER

thence North eighty five (85) degrees and nineteen (19) minutes East one hundred and eighty one and eight tenths (181.8) feet;

thence South fifty nine (59) degrees and thirty eight (38) minutes East one hundred and one (101) feet;

thence South nineteen (19) degrees and forty seven (47) minutes West one hundred and eight and eight tenths (108.8) feet;

thence South seventy nine (79) degrees and six (6) minutes East four hundred and seventy four and nine tenths (474.9) feet;

thence North two (2) minutes West one hundred and seventy five and two tenths (175.2) feet;

thence North thirty eight (38) degrees and thirty one (31) minutes East two hundred and seventy and one tenths (270.1) feet;

thence North twelve (12) degrees and twenty three (23) minutes West one hundred and eighty seven and one tenth (187.1) feet;

thence North thirty nine (39) degrees and twenty four (24) minutes East five hundred and fifty eight and three tenths (558.3) feet;

thence South sixteen (16) degrees and eighteen (18) minutes East six hundred and four and nine tenths (604.9) feet;

thence South eighty one (81) degrees and eighteen (18) minutes East five hundred and twenty one and four tenths (521.4) feet;

thence North one (1) minute East two hundred and nine and eight tenths (209.8) feet;

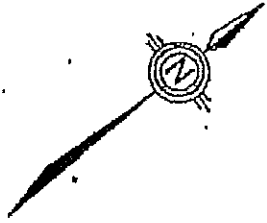
thence North thirty two (32) degrees and fifty five (55) minutes West three hundred and twenty seven and two tenths (327.2) feet;

thence North seventeen (17) degrees and fifty four (54) minutes West three hundred and seventy and five tenths (370.5) feet;

thence North forty nine (49) degrees and twenty five (25) minutes East four hundred and forty four and five tenths (444.5) feet; to a point on the Eastern boundary of the said section;

thence North thirty two (32) minutes East along the said Easterly boundary three hundred and sixty one and seven tenths (361.7) feet; more or less to the North East corner of the said section; being the point of commencement, and containing 17.7 hectares (43.79 acres) more or less.

Excepting thereout all mines and minerals.



NE 26-39-23-W4th

A

FIRSTLY
TITLE #922 155 918

FIFTHLY
TITLE #922 155 918+4
5010 NY
1.55 Ac.

NW 25-39-23-W4th

SECONDLY: TITLE # 922 155 918+1
ATS NE 35-39-23-4

Plan 2885 AI Blocks A and B
Excepting thereout: All that portion shown on Plan 4550NY (being surface only)
Excepting thereout all mines and minerals out of that portion shown to be
covered by the waters of Lake (F) as shown on a plan of survey signed at
Ottawa on the 19th day of March A.D. 1894, and reserving thereout all coal in
the remainder.

THIRDLY: TITLE # 922 155 918+2
ATS NE 35-39-23-4

Plan 4550 NY Block 28 Lot R1 (Reserve) containing 1.40 acres more or less
excepting thereout all mines and minerals.

FOURTHLY: TITLE # 922 155 918+3
ATS NE 35-39-23-4

Plan 4550 NY Lot R2 (Reserve) Excepting thereout all mines and minerals.

FIFTHLY: TITLE: # 922 155 918+4
ATS NE 26-39-23-4

Plan 5010 NY Lake elevation control containing one and fifty five hundredths
(1.55) Acres more or less as shown colored red on Plan 5010 NY excepting
thereout all mines and minerals.

SIXTHLY: TITLE # 922 155 918+5
ATS NE 35-39-23-4

Filed Plan 1443 CL Parcel (X) containing 0.890 hectares, more or less.
Excepting thereout: 0.023 hectares, more or less as shown on subdivision Plan
7922552. (For public utility lot). Excepting thereout all mines and minerals.

SEVENTHLY: TITLE # 922 155 918+6
ATS NE 35-39-23-4

Meridian 4, Range 23, Township 39, Section 35 quarter North East all that
portion described as follows: Commencing at a point on the Eastern boundary
of said quarter section 1050 feet Southerly along the said Eastern boundary
from the North East corner of said quarter section, thence North 63 degrees 10
minutes, West 400 feet, thence South 26 degrees 50 minutes West 150 feet;
thence South 63 degrees 10 minutes East 475 feet more or less to the said
Eastern boundary, thence Northerly along the said Eastern boundary to the
point of commencement, containing 0.332 hectares more or less. Excepting
thereout: 0.105 hectares more or less as shown on Plan 873 NY excepting
thereout all mines and minerals.

EIGHTHLY: TITLE # 922 379 128
ATS NW 25-39-23-4

Plan 5010 NY area required for Lake elevation control containing 0.506 hectares (1.25 Acres) more or less. Excepting thereout all mines and minerals and the right to work the same.

NINETHLY: TITLE # 932 071 000
ATS NE 25-39-23-4

Plan 9320626 Parlby Creek - Buffalo Lake Water Management Project in the road allowance between NW 1/4-25-39-23-4 and the NE 1/4 26-39-23-4 containing 0.130 hectares (0.32 Acres) more or less. Excepting thereout all mines and minerals.

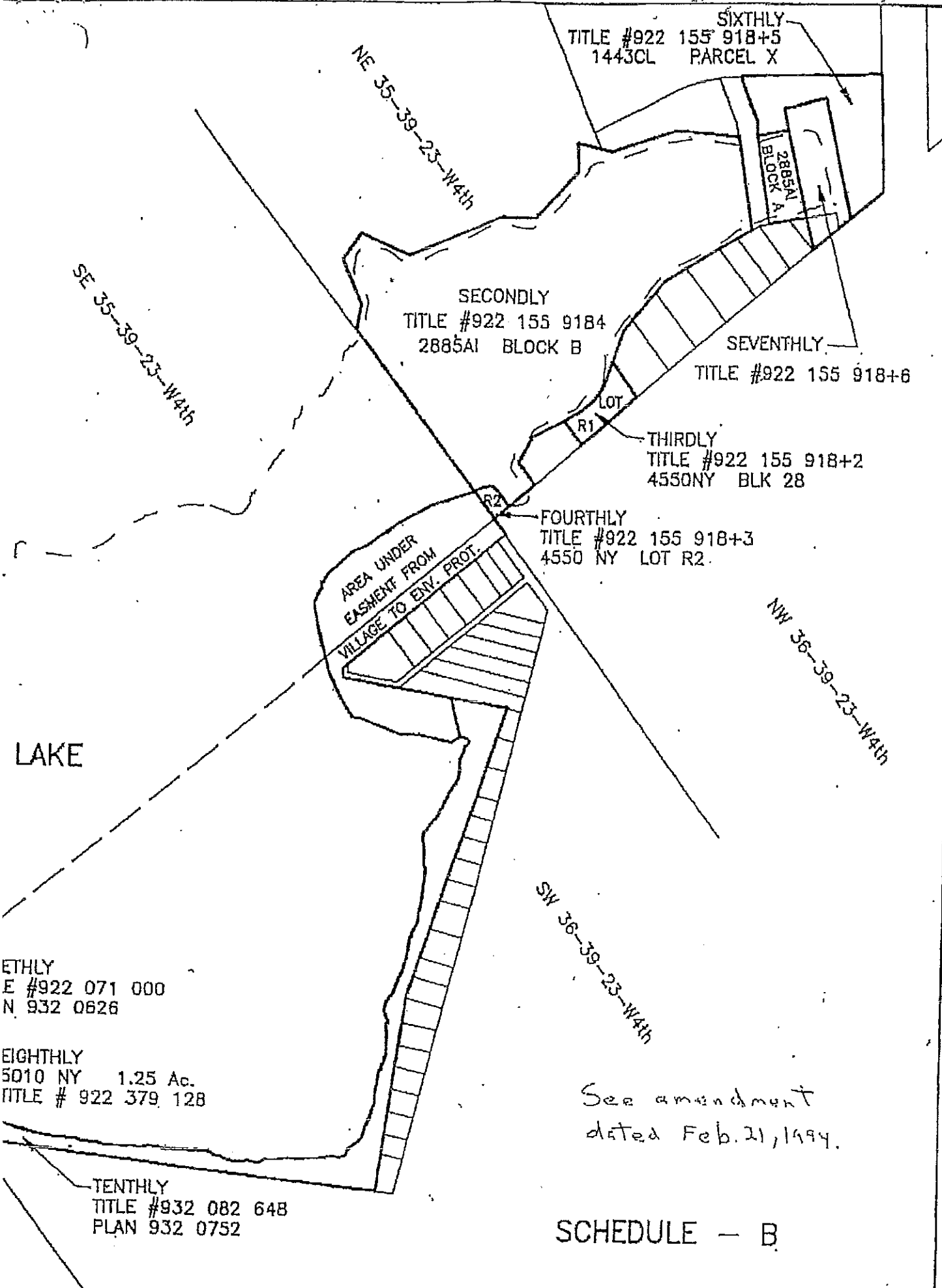
TENTHLY: TITLE # 932 082 648
ATS SW 36-39-23-4

Plan 9320752 Parlby Creek Channel Improvements comprising parts of:

	Hectares	(Acres) More or Less
Water Avenue, Plan 2441 AI	0.790	1.952
Block K, Plan 2441 AI	1.773	4.381
Lot 34 Block 21 Plan 2441 AI	0.001	0.003

Excepting thereout all mines and minerals.

*see amendment
dated Feb. 21, 1994*



SIXTHLY
TITLE #922 155 918+5
1443CL PARCEL X

NE 35-39-23-W4th

2885AI
BLOCK A

SECONDLY
TITLE #922 155 9184
2885AI BLOCK B

SEVENTHLY
TITLE #922 155 918+6

LOT
R1

THIRDLY
TITLE #922 155 918+2
4550NY BLK 28

FOURTHLY
TITLE #922 155 918+3
4550 NY LOT R2

AREA UNDER
EASEMENT FROM
VILLAGE TO ENV. PROT.

NW 36-39-23-W4th

LAKE

SW 36-39-23-W4th

ETHLY
E #922 071 000
N 932 0626

EIGHTHLY
5010 NY 1.25 Ac.
TITLE # 922 379 128

See amendment
dated Feb. 21, 1994.

TENTHLY
TITLE #932 082 648
PLAN 932 0752

SCHEDULE - B