



<b>Title: Surface Lease of Municipal Owned Properties</b>	<b>Policy No.: 01-02</b>
<b>Section: 13</b>	<b>Page No.: 1 of 4</b> <i>E</i>

<b>Legislation Reference:</b>	Alberta Provincial Statutes
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<b>Purpose:</b>	To provide an agreement for lease of Municipal owned/Tax Recovery properties and establish a per annum lease payment.
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**Policy Statement and Guidelines:**

That Smoky Lake County lease the following properties for the consideration of a per annum lease payment to equal three and half (3.5%) percent of the assessed value of the said properties, payable for an annual period subject terms and conditions of the accompanying

**“Surface Lease Agreement”**

- ↪ Property may be subject to assessment changes.
- ↪ All properties shall in addition be levied property taxes payable by the leasee.

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|----|--|---|
| 1. | <b>SW 12-61-16-W4</b><br>160.00 acres<br>Assessment: 6,170 | <b>Clear Hills Grazing Reserve</b><br>Box 717, Smoky Lake, Alberta<br>T0A 3C0   |
| 2. | <b>NE 23-60-13-W4</b><br>160.00 acres<br>Assessment: 3,710 | <b>Marianne, Adrian &amp; Aldon Mazur</b><br>Box 364, Vilna, Alberta<br>T0A 3L0 |
| 3. | <b>SW 34-61-13-W4</b><br>160.00 acres<br>Assessment: 5,270 | <b>Alfred Romaniuk</b><br>Box 173, Vilna, Alberta<br>T0A 3L0                    |
| 4. | <b>SW 8-62-13-W4</b><br>160.00 acres<br>Assessment: 3,930  | <b>John Romaniuk</b><br>Box 276, Vilna, Alberta<br>T0A 3L0                      |

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<b>Policy Statement and Guidelines:</b>	
5. <b>SE 8-62-13-W4</b> 160.00 acres Assessment: 3,350	<b>John Romaniuk</b> Box 276, Vilna, Alberta T0A 3L0
6. <b>NE 30-59-14-W4</b> 40.00 acres Assessment: 1,110	<b>Helmut &amp; Beverly Rompfer</b> Box 79, Bellis, Alberta T0A 0J0
7. <b>NW 2-61-18-W4</b> 160.00 acres Assessment: 12,580	<b>Kevin Wawrynychuk</b> Box 458, Smoky Lake, Alberta T0A 3C0
8. <b>SW 11-61-18-W4</b> 160.00 acres Assessment: 5,320	<b>Kevin Wawrynychuk</b> Box 458, Smoky Lake, Alberta T0A 3C0
9. Unsurveyed property intersecting river road trails located in the South East of the <u>SW 3-58-15-W4</u> bordered by S.H. 857 to the west side of S.H. 652 to the north side <b>Plan 5022 MC</b> .82 acres Assessment: 4,050	<b>Eugene and Larry Minailo</b> R.R. #1, Willingdon, Alberta T0B 4R0
10. <b>NE 32-59-14-W4</b> 160.00 acres Assessment: 4,660	<b>Agnes Amberson</b> Box 465, Vilna, Alberta T0A 3L0

	<b>Date</b>	<b>Resolution Number</b>
<b>Approved</b>	<b>March 20, 2001</b>	<b># 338 - Page # 7053</b>
<b>Amended</b>	<b>April 25, 2002</b>	<b># 319 - Page # 7253</b>
<b>Amended</b>		

**SURFACE LEASE AGREEMENT**

This Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ A.D.,

BETWEEN:

**SMOKY LAKE COUNTY**  
(hereinafter called the "County")

OF THE FIRST PART;

AND

\_\_\_\_\_  
Address: \_\_\_\_\_  
(hereinafter called the "Leasee")

OF THE SECOND PART.

**WHEREAS** the County is the owner of the property legally described as:

\_\_\_\_\_  
\_\_\_\_\_

**AND WHEREAS** the Leasee has made a request to lease the above said land for the purpose of grazing domestic livestock.

**NOW THEREFORE BE IT RESOLVED** that each of the parties to this Agreement agrees with the other to understand and adhere to the following conditions:

1. Pursuant to Section 61 and 425 of the *Municipal Government Act*, R.S.A. September 1, 2000, Chapter M-26, this lease shall be for a minimum period of **(1) one year**, terminating **December 31<sup>st</sup>** of each year and be renewed indefinitely subject to Clause 2 of this agreement.
2. The County does have the option to not renew and/or cancel the period remaining on this Surface Lease Agreement at any time.

- 3. The Leasee does have permission to erect a fence on the said property to contain livestock:
  - a. any brush clearing and other land improvements shall require specific Council permission.
- 4. This lease shall be solely for agricultural purposes.
- 5. Should the County wish to exercise Clause #2 of this Agreement and if the Leasee has erected a fence, the County shall ask to be removed, as well as any / all other improvements be removed:
  - a. The County shall not be responsible in any manner whatsoever to reimburse the Leasee for any improvements.
- 6. The Leasee shall not have any right or permission to enter into any Agreement with any other person or Company in respect of this property, nor have any right to any monies or minerals and the right to work same.
- 7. The Leasee shall be required to pay an annual lease payment, in advance, to the County prior to **November 1<sup>st</sup>** of each year based upon **THREE AND ONE-HALF PERCENT (3.5%)** of the properties assessed value, subject to reassessment.
  - a. At present the property is assessed at \_\_\_\_\_ and the lease payment is \$\_\_\_\_\_ **per year.**
- 8. The Leasee shall be required to pay all property taxes on the said lease.
- 9. This agreement shall continue in force for an undetermined period, but may be terminated by the leasee giving notice in writing to the County at least **THREE (3) MONTHS** prior to the desired termination date. The County shall have the privilege of canceling this Agreement at any time.

**IN WITNESS WHEREOF** this Agreement has been duly executed by the parties hereto.

\_\_\_\_\_  
LEASEE -

\_\_\_\_\_

Date: \_\_\_\_\_

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

\_\_\_\_\_  
Date