



**SMOKY LAKE COUNTY COUNCIL**  
**Committee of the Whole**  
**MEETING AGENDA**

Wednesday, August 7, 2024 at 10:00 a.m. held

Virtually <https://video.businessconnect.telus.com/join/719753821> (Meeting ID # 719753821) and

Physically in Smoky Lake County Council Chambers, 4612 McDougall Drive, Smoky Lake

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*Committee of the Whole Meetings are informal and  
no bylaw or resolution shall be passed at a Meeting of Committee of the Whole.*

1. Call to Order
2. Adoption of Agenda
3. Delegations
  - 3.1. Ducks Unlimited representatives: Bart Muusse, Provincial Policy Specialist & Darwin Chambers, Head of Conservation Programs – Re: Conservation Opportunity @ 10:00 a.m.
  - 3.2. Algonquin Shooting Sports Association representative: Dennis M. Holowaychuk, Secretary Treasurer, and Graham Dalziel, President – Re: Stewardship of County-Owned Land Proposal @ 10:30 a.m.
4. Request for Discussion:
  - 4.1. County-Owned Lands Inventory
5. In Camera (Executive Session)
6. Adjournment.

July 11, 2024

Algonquin Shooting Sports Association  
PO Box 331,  
Smoky Lake, AB T0A 3C0

## **Delegation Request**

### **Applicant Name and Contact Information:**

**Name:** Dennis M. Holowaychuk

**Cell Phone:** [REDACTED] **E-mail Address:** [algonquinssa@gmail.com](mailto:algonquinssa@gmail.com)

**Mailing Address:** PO Box 331, Smoky Lake, AB T0A 3C0

### **Representing:**

**Organization:** Algonquin Shooting Sports Association

### **Name of Presenters:**

Graham Dalziel; President  
Dennis M. Holowaychuk; Sec./Treasurer

### **Purpose of Presentation:**

**Re:** *7.4. Public Land Lease Tender for County-Owned Lands near Hanmore Lake*, and subsequent *Motion 630-24*, as carried at the June 13, 2024 Regular Council Meeting;

We would like to present and discuss a conservation management proposal for the two County owned parcels, being SE 25-61-18-W4M (107.35 ACRES), and PT. NE 25-61-18-W4M (32.78 ACRES).

Our club would be interested in assuming stewardship of these two parcels of land either via a long term lease (e.g. 99 years) or transfer of title to our organization.

It would be our intent to maintain these parcels in their natural state, allowing the lands to continue to serve as an environmental and conservation area and as a protective buffer to the shores and waters of Hanmore Lake.

Maintaining these lands in their natural state and protecting Hanmore Lake for generations is clearly in keeping with the *Plan Goals* of the *Hanmore Lake Area Structure Plan*, being *Bylaw No. 730-86*, as adopted by Smoky Lake County on April 24<sup>th</sup>, 1986.

### **Desired Outcome:**

Smoky Lake County Council accepts our proposal and transfers stewardship of the said lands to our organization.



# Request for Discussion

**Meeting Date:** Wednesday, August 7, 2024

**Agenda Item:** #

**Topic:** County-Owned Lands – Consideration of Sale/Lease/Development

**Presented By:** Jordan Ruegg, Planning and Development Manager

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**Recommendation:**

**Council's discretion to consider sale/lease/development of any or all of the County-owned properties presented and to provide direction to Administration to bring forward to a future County Council meeting.**

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**Background:**

Smoky Lake County Policy No. 61-10: *Disposition of County Owned Property* requires that a list of County-owned lands be forwarded to Council annually by the Planning and Development Department.

The County recently sold a number of parcels of land through public bid but there are still a total of 21 parcels of land remaining in the County's inventory. Several of these parcels were previously leased to County residents for grazing purposes but these leases were terminated effective October 31, 2023, to facilitate the parcels being put out to public bid. Administration has received several inquiries from County residents as to the status of these lands and whether or not they will be up for lease again in the future.

The County has a number of parcels of land that could potentially be disposed of via sale or alternatively, some of which could be put up for lease. Administration is looking for direction on how Council wishes to address these lands. Previous efforts to sell County-owned lands via local advertisement/County social media advertisement campaigns have been met with limited interest. Other alternatives for advertising include targeted Facebook/Twitter advertising campaigns; use of an auction service (i.e. Richie Brothers); listing the lands on Facebook Marketplace/Kijiji; attending various tradeshow (i.e. Boat and Sportsman Show) to connect with potential buyers; and/or partnering with local realtors to connect with potential buyers.

Depending on the direction received, the County may stand to benefit from additional revenues from sale/lease/development of said lands and potential increases in assessment.

Relevant Legislation/Policies: Smoky Lake County Policy Statement No. 61-10: Disposition of County Owned Properties; Smoky Lake County Policy Statement No. 13-01: Surface Lease of Municipally-Owned Properties; Section

There are no intergovernmental involvement and/or implications related to or affecting the recommendation.

Proactivity in Development



# Request for Discussion

## Points for Discussion:

1. Land Sale Public Tender of municipally-owned lands
2. Land Lease Public Tender of municipally-owned lands
3. Request for Proposals for development of municipally-owned lands
4. County-led development/P3 development of municipally-owned lands
5. Advertising campaigns and options

## Enclosure(s):

Attachment #1 – County-Owned Lands List

Attachment #2 – Policy Statement No. 61-10: Disposition of County Owned Properties

Attachment #3 – Policy Statement No. 13-01: Surface Lease of Municipally-Owned Properties

Attachment #4 – Kijiji Price and Services Information



# Request for Discussion

## Attachment # 1 - County-Owned Lands List

#	ROLL#	LEGAL DESCRIPTION	SIZE OF PARCEL	LAND USE DISTRICT	ASSESSED VALUE	MARKET VALUE	NOTES
1	12590290	PT. NW-2-59-12-4	13.57 ACRES	AGRICULTURE (AG)	\$ 41,320.00	\$ 45,000.00	NORTH SIDE OF SADDLE LAKE INDIAN RESERVE (RGE RD 122)
2	12592941	PT. NE-29-59-12-4	2.02 ACRES	AGRICULTURE (AG)	\$ 13,870.00	\$ 13,000.00	SOUTH OF HWY 28 ON RGE RD 124 (TAKEN FOR NUISANCE GROUND)
3	19602121	PT. SW-21-60-13-4	1 ACRE	AGRICULTURE (AG)	\$ 10,950.00	\$ 12,000.00	RGE RD 134 NORTH OF TWP RD 602
4	19620810	SE-8-62-13-4	125.10 ACRES	AGRICULTURE (AG)	\$ 3,350.00	\$ 300,000.00	SOUTH SIDE OF WHITEFISH LAKE
5	19620820	SW-8-62-13-4	153.50 ACRES	AGRICULTURE (AG)	\$ 3,930.00	\$ 175,000.00	SOUTH SIDE OF WHITEFISH LAKE
6	14593042	NE-30-59-14-4	159.87 ACRES	AGRICULTURE (AG)	\$ 164,350.00	\$ 170,000.00	ADJACENT TO IRONHORSE TRAIL EAST OF RGE RD 150 (QUAD CAMPGROUND - LEASED)
7	15593521	PT. SW-35-59-15-4	0.5 ACRES	HAMLET GENERAL (HG)	\$ 2,030.00	\$ 500.00	EAST OF BELLIS & NORTH OF TWP RD 595A (NO ROAD ACCESS)
8	16582740	PT. NE-27-59-15-4	2.5 ACRES	AGRICULTURE (AG)	\$ 25,030.00	\$ 10,000.00	ADJACENT TO NORTH SASKATCHEWAN RIVER, EAST OF RGE RD 163 (NO ROAD ACCESS)
9	16593341	PLAN 8120163 LOT 1	20.16 ACRES	AGRICULTURE (AG)	\$ 58,130.00	\$ 70,000.00	NORTH OF TWP RD 595A & WEST OF RGE RD 163
10	16611220	SW-12-61-15-4	160 ACRES	AGRICULTURE (AG)	\$ 5,170.00	\$ 150,000.00	NORTH OF TWP RD 604 & EAST OF RGE RD 155 (NO ROAD ACCESS)
11	18591021	PLAN 33298T	1 ACRES	AGRICULTURE (AG)	\$ 13,140.00	\$ 5,000.00	EAST OF RGE RD 189 & SOUTH OF WARSPITE (LAND TAKEN FOR NUISANCE GROUND?)
12	18612510	SE-25-61-18-4	107.35 ACRES	AGRICULTURE (AG)	\$ 155,830.00	\$ 165,000.00	HANMORE LAKE WEST CAMPGROUND
13	18612541	NE-25-61-18-4	32.78 ACRES	AGRICULTURE (AG)	\$ 43,970.00	\$ 50,000.00	NORTHWEST SIDE OF HANMORE LAKE
14	22010103	PLAN 1955CL BLOCK 1 LOT 3	3,900 SQUARE FEET	HAMLET GENERAL (HG)	\$ 1,890.00	\$ 2,000.00	5026-48TH STREET SPEDDEN
15	22010118	PLAN 1955CL BLOCK 1 LOT 18	6,222 SQUARE FEET	HAMLET GENERAL (HG)	\$ 2,230.00	\$ 2,300.00	4927 51 AVENUE SPEDDEN
16	27150412	PLAN 1039CL BLOCK 4 LOTS 12-14	13,637 SQUARE FEET	HAMLET GENERAL (HG)	\$ 1,710.00	\$ 1,710.00	BELLIS NORTH OF PLAYGROUND
17	27150415	PLAN 1039CL BLOCK 4 LOTS 15 & 16	12,803 SQUARE FEET	HAMLET GENERAL (HG)	\$ 1,120.00	\$ 1,120.00	BELLIS NORTH OF PLAYGROUND
18	40310201	PLAN 716CL BLOCK 2 LOT 1	3,900 SQUARE FEET	HAMLET GENERAL (HG)	\$ 8,680.00	\$ 8,680.00	5035 50 ST WARSPITE
19	40341501	PLAN 3474M/C OT	6.65 ACRES	HAMLET GENERAL (HG)	\$ 57,920.00	\$ 57,920.00	WARSPITE
20	40451210	PLAN 0425044, BLOCK H, LOT 10A	12,800 SQUARE FEET	HAMLET GENERAL (HG)	\$ 12,030.00	\$ 12,000.00	5104 49 AVE WARSPITE (NO PHYSICAL ROAD ACCESS - UNDEVELOPED ROAD PLAN)
21	40451211	PLAN 0425044, BLOCK H, LOT 11A	10,000 SQUARE FEET	HAMLET GENERAL (HG)	\$ 11,240.00	\$ 11,800.00	5108 49 AVE WARSPITE (NO PHYSICAL ROAD ACCESS - UNDEVELOPED ROAD PLAN)
<b>TOTALS</b>					<b>\$ 638,890.00</b>		

**NOTES:** ALL MUNICIPAL RESERVE/ENVIRONMENTAL RESERVE/PUBLIC UTILITY LOT PARCELS HAVE BEEN REMOVED FROM THIS LIST  
 ALL PARCELS THAT HAVE MUNICIPAL INFRASTRUCTURE/UTILITIES/RECREATION FACILITIES LOCATED ON THEM HAVE BEEN REMOVED FROM THIS LIST  
 ALL COUNTY-OWNED GRAVEL PITS HAVE BEEN REMOVED FROM THIS LIST  
 ALL PARCELS THAT ARE CLOSED PORTIONS OF ROAD PLANS HAVE BEEN REMOVED FROM THIS LIST  
 THE VICTORIA DISTRICT NATIONAL HISTORIC SITE COMMERCIOATIVE SITE/VICTORIA CEMETERY HAVE BEEN REMOVED FROM THIS LIST



# Request for Discussion



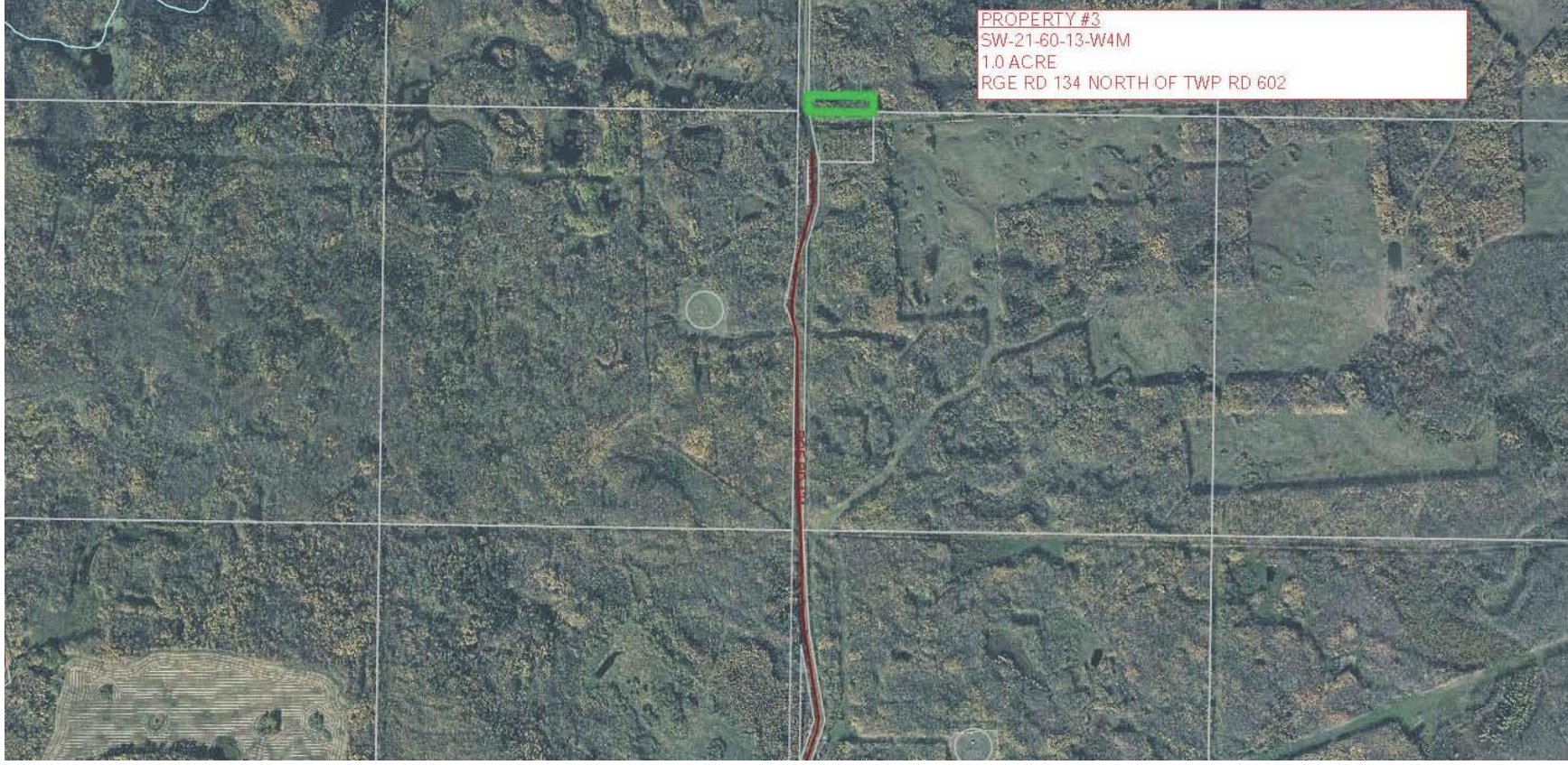


# Request for Discussion





# Request for Discussion





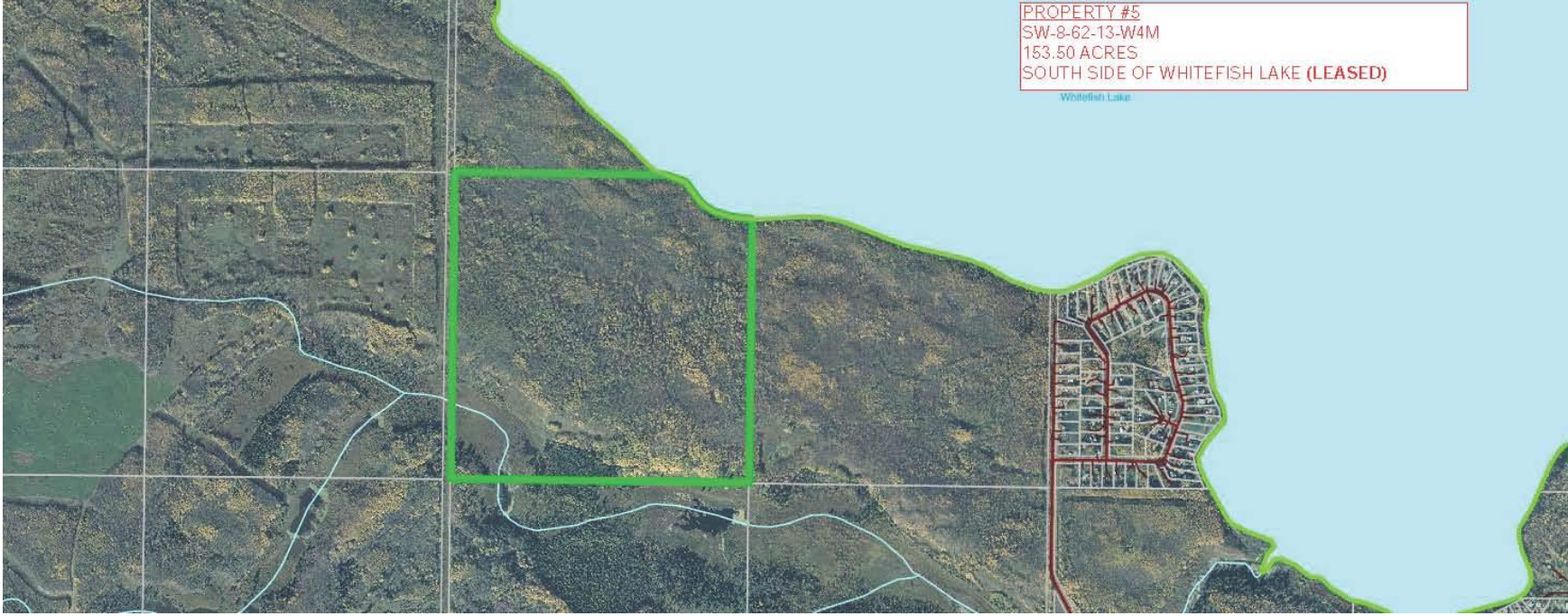


# Request for Discussion





# Request for Discussion





# Request for Discussion



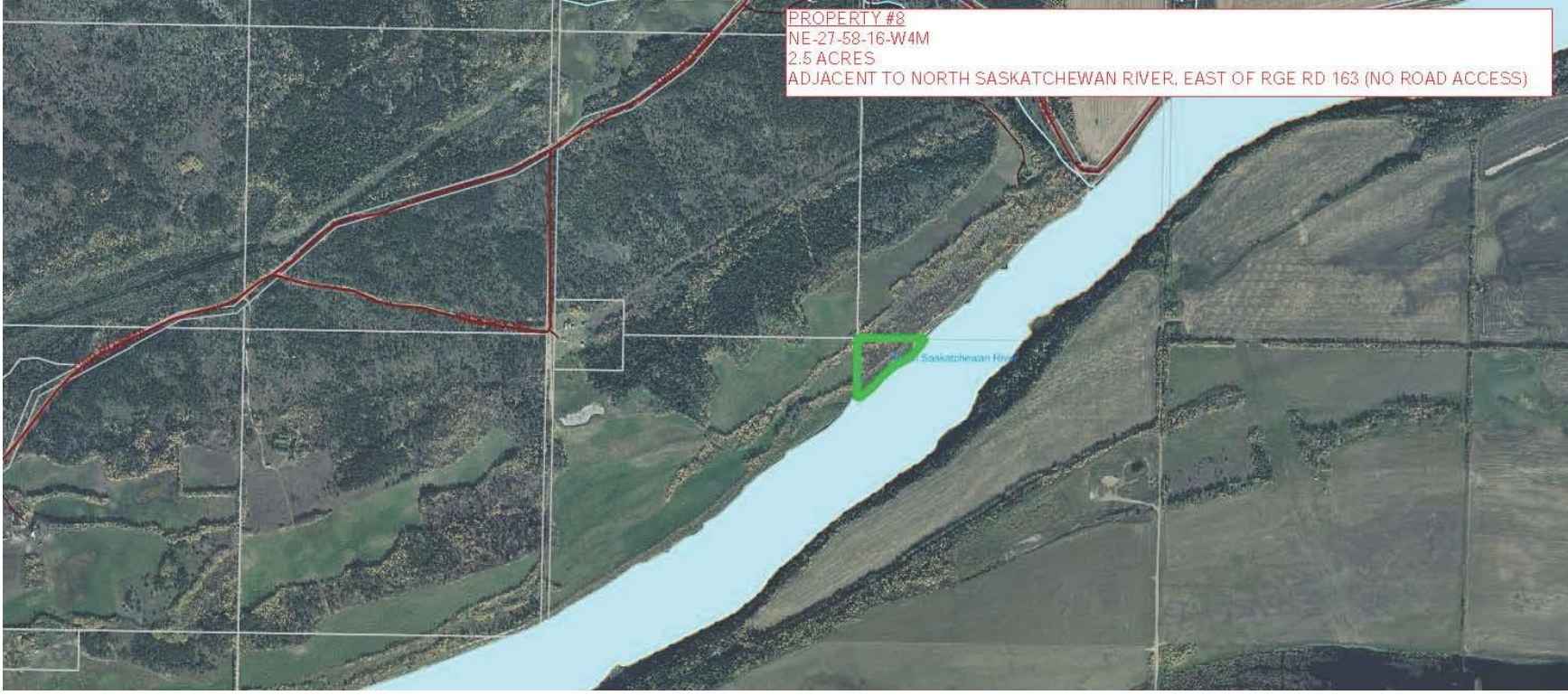


# Request for Discussion



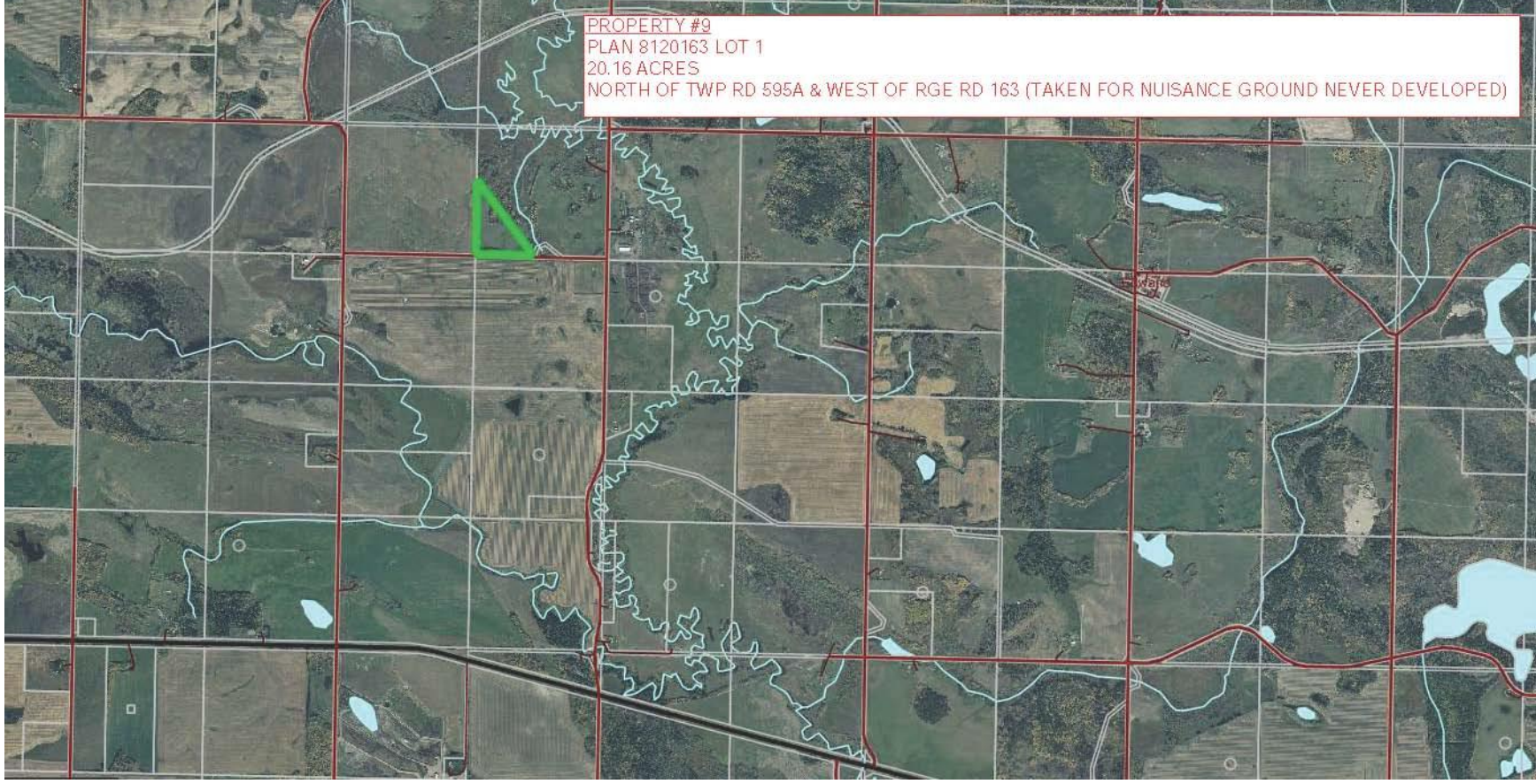


# Request for Discussion



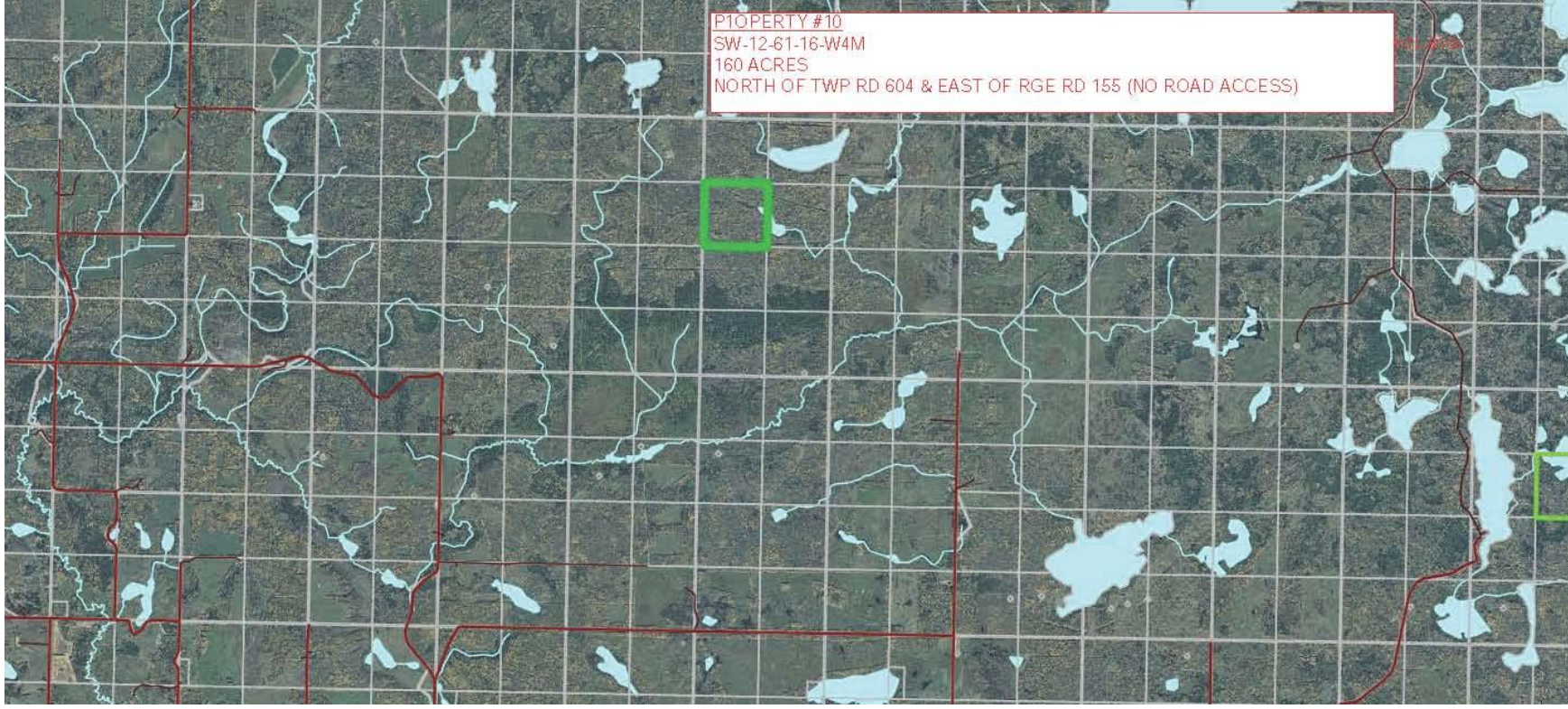


# Request for Discussion



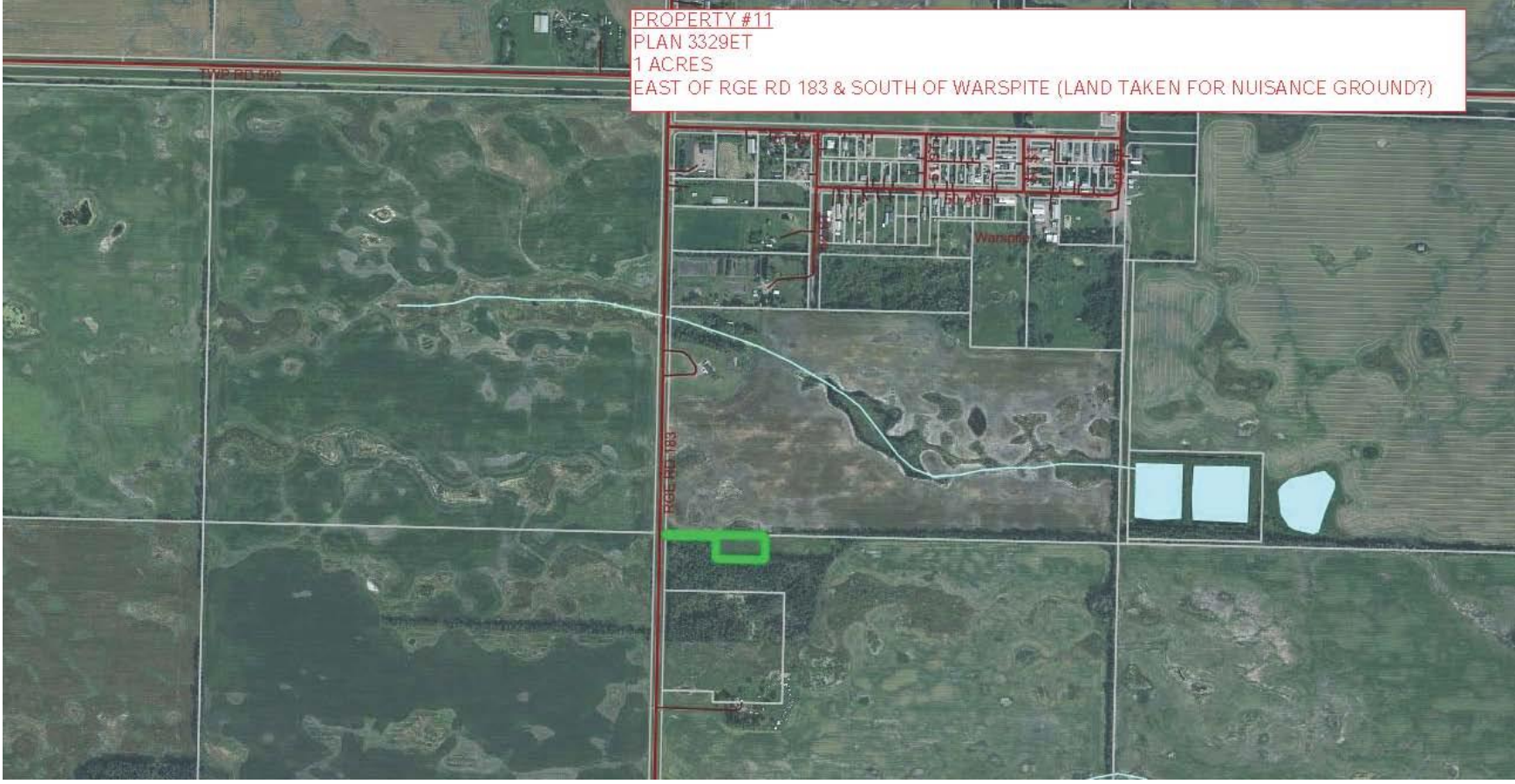


# Request for Discussion





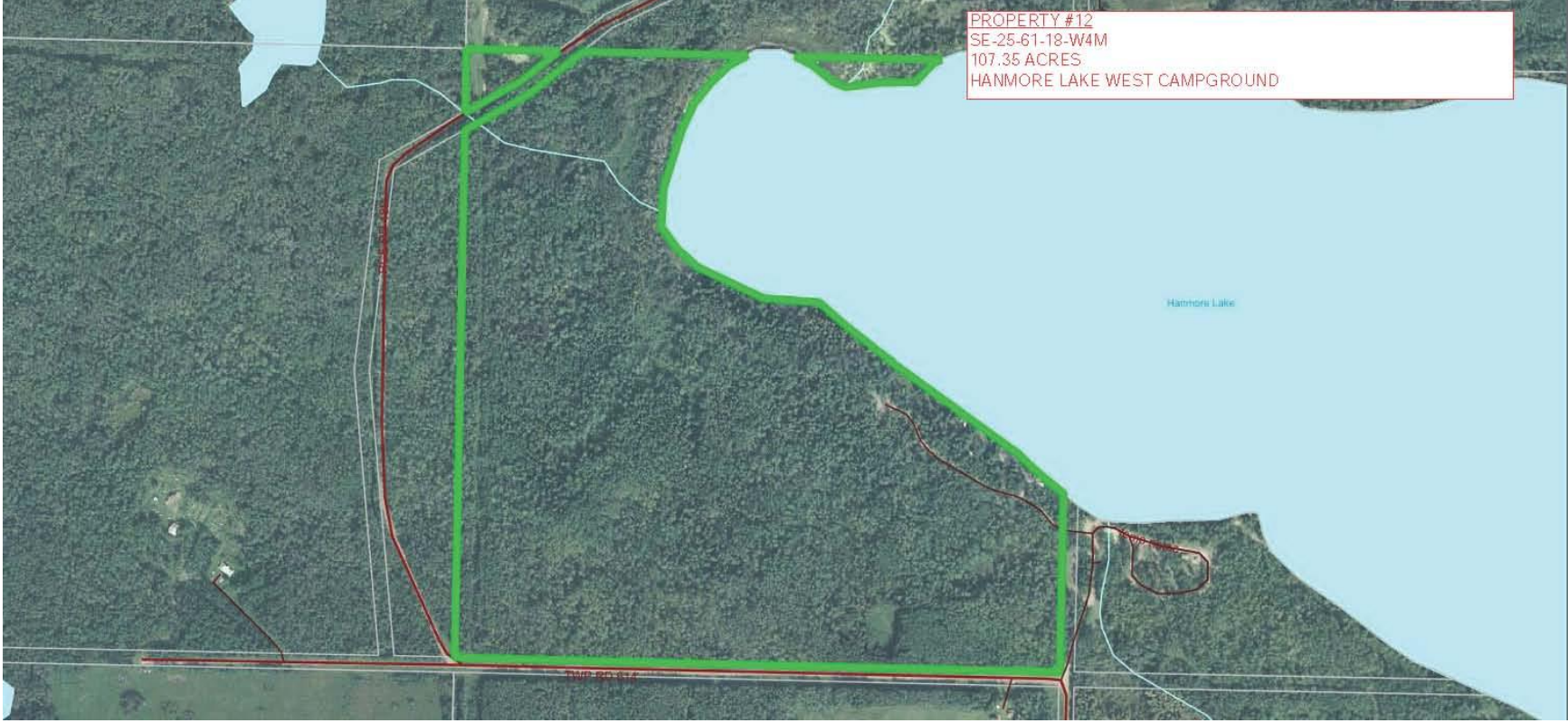
# Request for Discussion





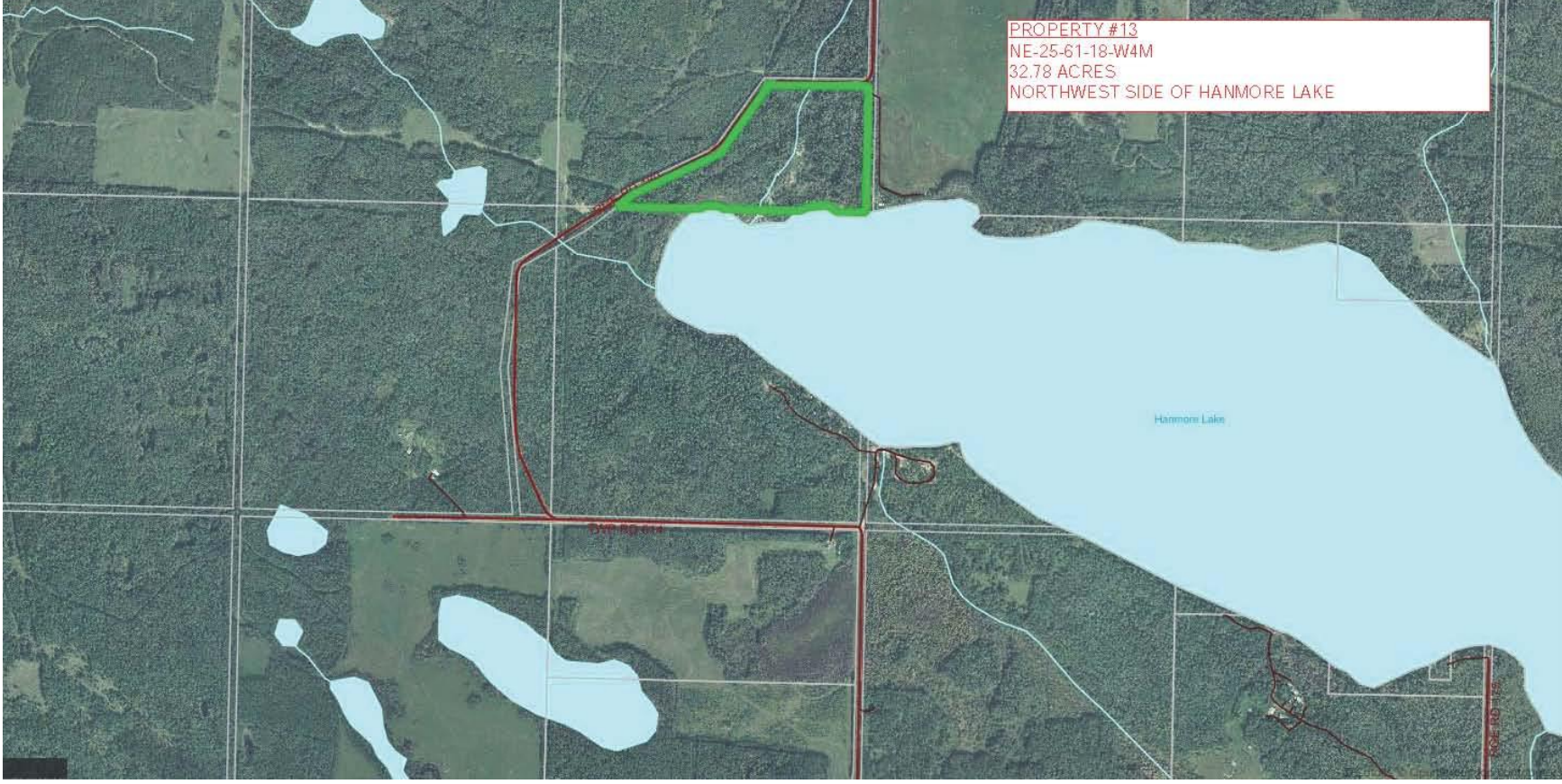


# Request for Discussion





# Request for Discussion





# Request for Discussion





# Request for Discussion



PROPERTY #15  
PLAN 1955CL BLOCK 1 LOT 18  
6,222 SQUARE FEET  
4927 51ST AVENUE SPEDDEN

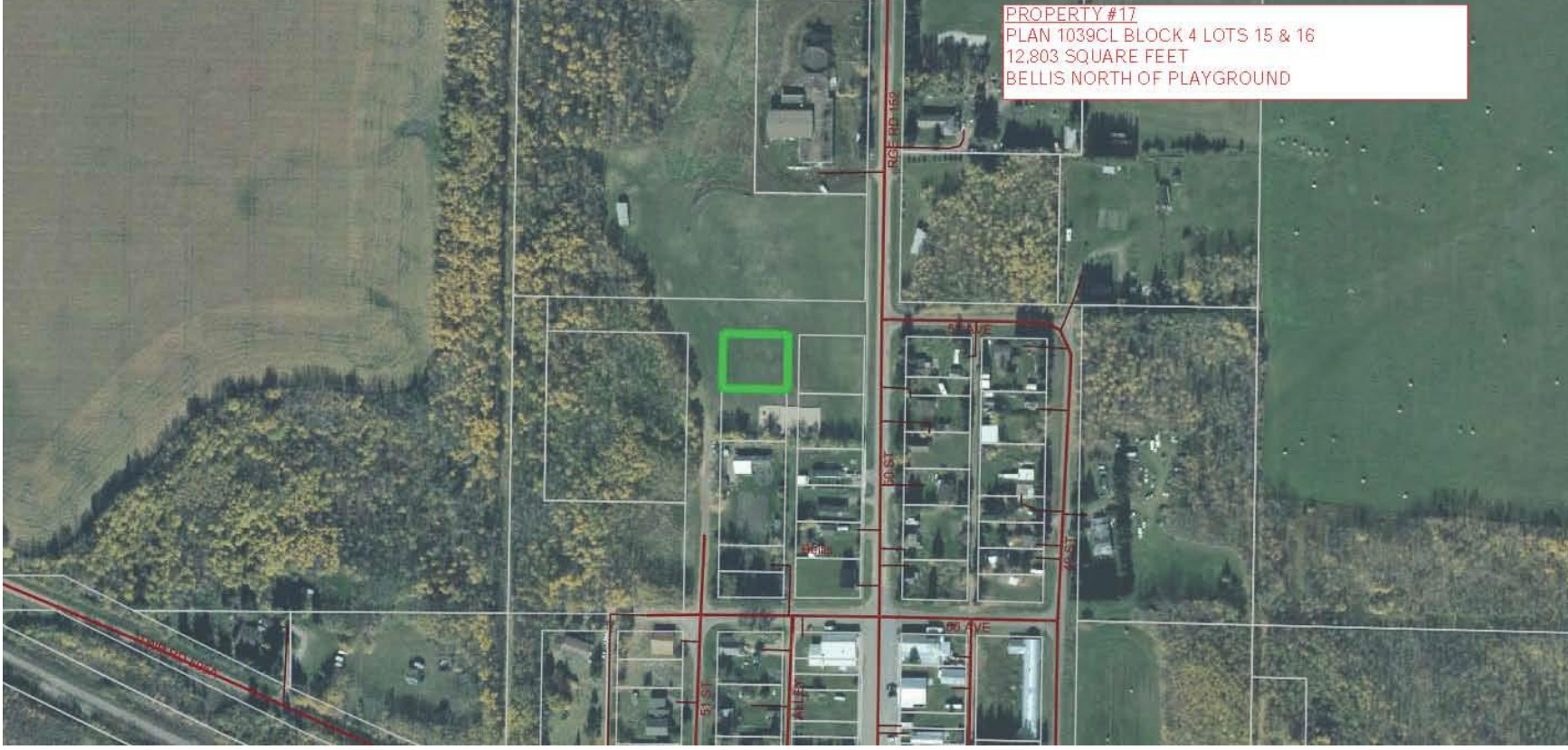


# Request for Discussion





# Request for Discussion





# Request for Discussion





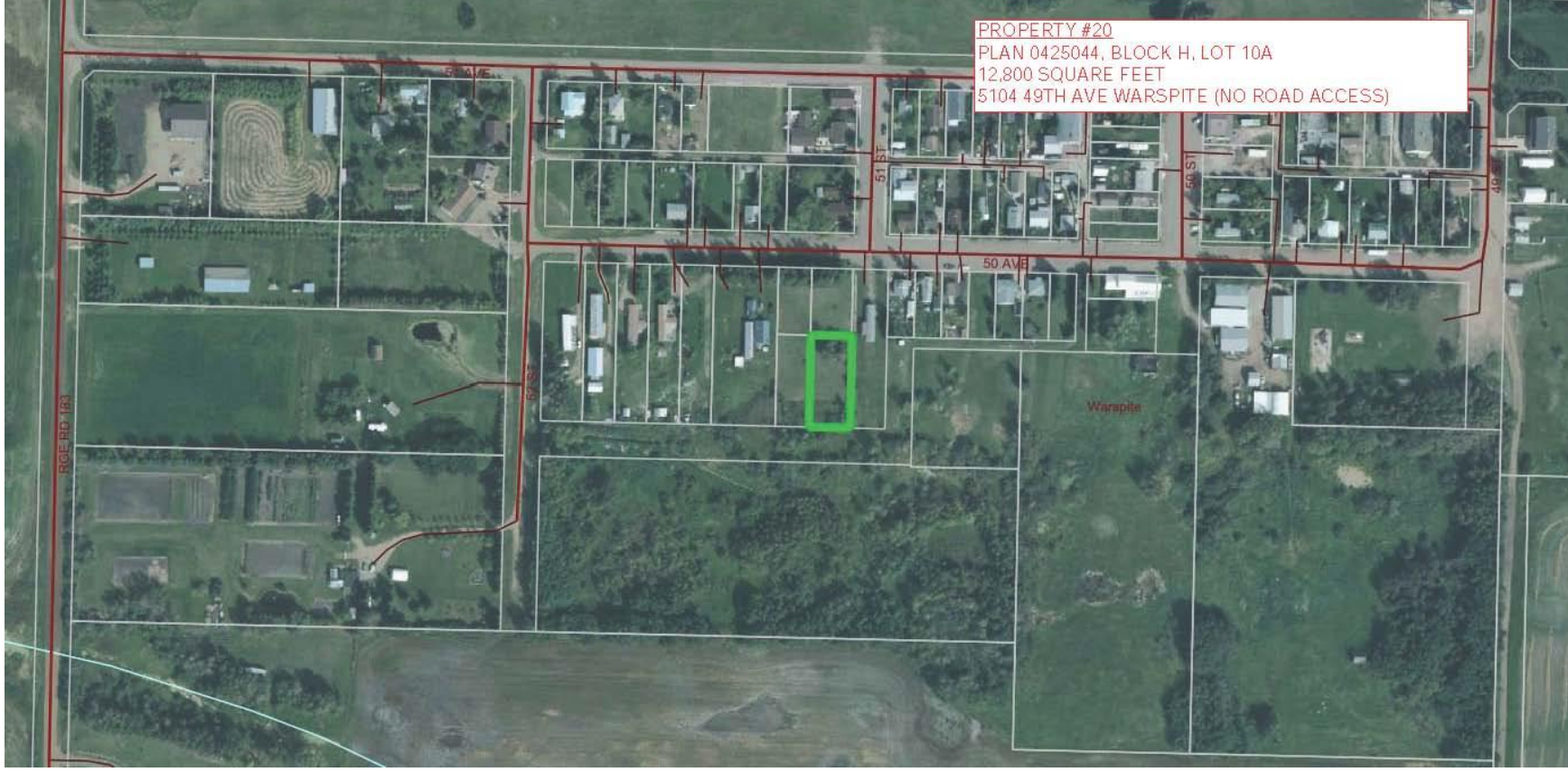
# Request for Discussion







# Request for Discussion



PROPERTY #20  
PLAN 0425044, BLOCK H, LOT 10A  
12,800 SQUARE FEET  
5104 49TH AVE WARSPITE (NO ROAD ACCESS)



# Request for Discussion





# Request for Discussion

## Attachment # 2 - Policy Statement No. 61-10: Disposition of County Owned Properties

### SMOKY LAKE COUNTY



<b>Title:</b> Disposition of County Owned Property	<b>Policy No:</b> 10-01
<b>Section:</b> 61	<b>Code:</b> P-R
	<b>Page No.:</b> 1 of 14 <i>E</i>

<b>Legislative Reference:</b>	Alberta Provincial Statutes
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<b>Purpose:</b>	To outline the procedures and requirements for disposition of County owned lands not required for present or future County operations.
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#### Policy Statement and Guidelines:

<p><b>1.0 STATEMENT</b></p> <p>Smoky Lake County owns a variety of land assets, some of which the County acquired through tax forfeiture. The County recognizes that these lands are deemed as surplus and wishes to dispose of same with a consistent and transparent process at a fair market value whenever possible.</p> <p><b>2.0 OBJECTIVE</b></p> <p>On behalf of County Council, administration is to receive and coordinate all requests to dispose of surplus property in accordance with federal, provincial, and municipal laws.</p> <p><b>3.0 GUIDELINES</b></p> <p>It shall be the policy of Council to consider the sale of municipally owned land when requests are received or when land is no longer required for municipal purposes.</p> <p><b>4.0 REQUEST TO PURCHASE LAND:</b></p> <p>4.1 An individual wishing to purchase land owned by Smoky Lake County must complete the <b>Schedule A - Expression of Interest Form</b> in its entirety and submit a cash deposit of \$200.00.</p> <p>4.2 Upon receipt of the "Expression of Interest", the Planning and Development Manager will:</p> <p>4.2.1 Circulate the legal land description to the management team to determine if the County has a potential for future use of said lands.</p> <p>4.2.2 Obtain a current assessed value for the said lands from the County's assessor.</p> <p>4.2.3 Prepare a report and recommendation to be presented to Council for consideration attaching the compiled comments from the management team.</p> <p>4.2.4 If County Council agrees to proceed with the sale of the said lands by resolution, an advertisement will be placed in the local newspaper for (2) two consecutive weeks.</p>
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# Request for Discussion

<b>Title:</b> Disposition of County Owned Property	<b>Policy No:</b> 10-01
<b>Section:</b> 61	<b>Code:</b> P-R
	<b>Page No.:</b> 2 of 14 <b>E</b>

<b>Policy Statement and Guidelines:</b>	
<p>4.2.5 Develop and maintain a list of County owned lands for sale to be reviewed by County Council by December 31<sup>st</sup> of each calendar year.</p> <p>4.2.6 The listing will be made available on Webmap and the County’s website.</p> <p>4.3 If a decision is made not to sell the land in question, the \$200.00 cash deposit shall be refunded in its entirety.</p> <p>4.4 If the Administration advertises (sample attached as <b>Schedule B – Sample Advertisement For Sale of County Owned Property</b>) as per Council direction for the sale of the land, and if the applicant is the successful bidder or if a decision is made pursuant to Section (8) hereof to waive this policy and sell directly to the applicant, then the \$200.00 cash deposit shall be applied to the price of the land.</p> <p>4.5 If the applicant is not the successful bidder for the land, the \$200.00 cash deposit will be returned to the applicant.</p> <p>4.6 If the applicant is the only bidder (and the bid is accepted by County Council) for the land in question, the \$200.00 cash deposit will be applied to the price of the land.</p> <p>4.7 Interested Purchaser(s) are responsible for obtaining the following documents: Certificate of Title, Caveats registered on the land title, Property Dimensions, Zoning, Aerial Photo, Tax Certificate at his or her own costs. Alternatively, some of this information may be obtained free of charge by accessing the County’s Geographical Information Systems (GIS) on the County’s website at <a href="http://webmap.smokylakecounty.ab.ca">http://webmap.smokylakecounty.ab.ca</a>. This information can be obtained by an interested Purchaser prior to submitting an “Expression of Interest”.</p> <p><b>5.0 REQUEST FOR PROPOSALS:</b></p> <p>5.1 Council may consider, from time to time, the sale of certain parcels of municipally owned land by way of “Request For Proposals” which shall be advertised in a local paper for a period of not less than (3) three consecutive weeks and the County’s website.</p> <p>5.2 Proposals submitted to the County for the purchase of municipally owned land may include but not be limited to the following information:</p> <p>5.2.1 Detailed description of economic impact of the project including number of jobs created both part-time and full-time.</p> <p>5.2.2 Detailed description of the development proposed;</p> <p>5.2.3 Detailed plot plan showing specific location of any buildings, structures or developments (including parking area) within the site;</p> <p>5.2.4 Schedule for the construction of all components of the proposed development;</p>	



# Request for Discussion

<b>Title: Disposition of County Owned Property</b>	<b>Policy No: 10-01</b>
<b>Section: 61</b>	<b>Code: P-R</b> <b>Page No.: 3 of 14</b> <b>E</b>

Policy Statement and Guidelines:	
5.2.5	Detailed description of the building design and other components such as exterior building materials, façade, signage, landscape and other aesthetics impacting on the area where the development will occur;
5.2.6	Amount offered for land on a per acre basis and an estimate of total value of project when complete; and,
5.2.7	Detailed description of economic impact of the project including number of jobs created both part-time and full-time.
5.3	Criteria for rating proposals shall be as follows:
5.3.1	Suitability of Development Rating 20 pts.
5.3.1.1	Land Use Planning compatibility
5.3.1.2	Accessibility
5.3.1.3	Complimentary to existing uses in the area
5.3.1.4	Aesthetic impact (ie. structure, landscape, signage, etc.)
5.3.2	Economic Development Rating 20 pts.
5.3.2.1	Employment opportunities
5.3.2.2	Tax base impact (displacement)
5.3.2.3	Need for service
5.3.2.4	Competitiveness to Community
5.3.3	Infrastructure Benefits Rating 20 pts.
5.3.3.1	Potential to improve sewer service.
5.3.3.2	Potential to improve road/access service.
5.3.3.3	Potential to improve other provincial or municipal services.
5.3.3.4	Potential to allow for improved communication services.
5.3.4	Community Benefits Rating 20 pts.
5.3.4.1	Provides for needs of local residents.
5.3.4.2	Reduces need to seek services outside local area.
5.3.4.3	Enhances the building compliment in the area.
5.3.4.4	Supports or encourages tourism.
5.4	Council is not bound to accept any proposal, and may accept a proposal in whole or in part.
5.5	The Transfer of Land will be made subject to the conditions of a land sale agreement which shall be negotiated between the developer and County Council.



# Request for Discussion

<b>Title: Disposition of County Owned Property</b>	<b>Policy No: 10-01</b>
<b>Section: 61</b>	<b>Code: P-R</b> <b>Page No.: 4 of 14 E</b>

<b>Policy Statement and Guidelines:</b>	
5.6	Provision for Transfer of Land back to the County based upon project timelines not being met will be considered.
5.7	Pursuant to the provisions of the Municipal Government Act the County must receive at least market value for land sold.
<b><u>Procedures for Section 5.0 – Request For Proposals</u></b>	
5.8	All Request For Proposals for the purchase of land shall be accompanied by a cash or cheque deposit equal to ten percent (10%) of the bid price, or such other amount as the Council may have determined. Failure to enclose the required deposit will result in rejection of the bid.
5.9	The County reserves the right to reject any or all proposals received. Should the County decide that it is in the best interest of the County to retain the subject lands, the bidders shall have no claim against the County.
5.10	Only those bids received on or before the deadline date advertised for the submission of Request For Proposals will be considered by the County.
5.11	If a proposal is withdrawn following acceptance by the County, the accepted deposit shall be forfeited to and retained by the County as liquidated damages, with the County reserving the right to proceed against the bidder for additional expenses and damages incurred and the bidder deemed not to have been received.
5.12	The County accepts no responsibility for damage to the tendered land after the date of notification of acceptance of the proposals to the successful bidder.
<b>6.0</b>	<b>ELIGIBILITY OF PROPERTY FOR SALE</b>
6.1	Council shall investigate and verify the ownership of land before offering land for sale. Ownership will be determined by the completion of a title search by the Planning & Development Manager.
6.2	Council may request a valuation of the land (appraisal) to be sold at any time.
6.3	All sales of municipally owned land shall comply with the provisions set out in Section 70 of the Municipal Government Act and amendments thereto for the sale of municipal land.
<b>7.0</b>	<b>TERMS OF SALE</b>
7.1	A <b>Schedule C - Agreement To Purchase</b> shall be signed by all parties within 30 days of a Council resolution attached hereto as.



# Request for Discussion

<b>Title: Disposition of County Owned Property</b>	<b>Policy No: 10-01</b>
<b>Section: 61</b>	<b>Code: P-R</b>
	<b>Page No.: 5 of 14 E</b>

<b>Policy Statement and Guidelines:</b>	
7.2	Once all conditions have been completed as stated in the agreement the Chief Administrative Officer shall sign <b>Schedule D – Sample Notice</b> and forward the original signed document to the Purchaser. The Purchaser shall forward same to his/her solicitor.
7.3	Within 60 days of receiving the executed Schedule D, the purchaser shall arrange to have a solicitor of their choice complete the Transfer of Land. All costs associate with same shall be borne by the Purchaser.
<b>8.0</b>	<b>WAIVER OF THIS POLICY</b>
8.1	Advertising is not required for the sale of land in the following instances as per Section 70 (2) of the Municipal Government Act:
8.1.1	To be used for the purposes of supplying a public utility as defined in Section 1(1)(y)the Municipal Government Act,
8.1.2	Transferred or granted under Division 8 Part 10 of the Municipal Government Act before the period of redemption under that Division, or
8.1.3	To be used by a non-profit organization as defined in Section 241(f) of the Municipal Government Act.
<b>9.0</b>	<b>OTHER</b>
9.1	This policy does not apply to lands listed and/or sold at a Public Auction held by the municipality.
9.2	Smoky Lake County provides no representation or warranty in regards to the presence or absence of any environmental contamination or hazardous substances, soil conditions, accessibility or suitability for development. Each Parcel (including any and all structures located thereon) is sold on an “as is” basis and the Purchaser is the purchasing the parcel(s) at his or her own risk.
9.3	All costs for servicing the lot shall be borne by the Purchaser.
9.4	The Purchaser shall be responsible for obtaining all necessary development, building, and other related permits if the Purchaser wishes to commence with the development on said lands.
9.5	The County reserves the right at its discretion to accept, reject or further negotiate with any and all applications and/or cancel a listing at any given time.
9.6	The County reserves the right to specify a reserve bid on the lands being offered for sale.
9.7	The proceeds from the sale of non-reserve lands shall be allocated to a County reserve as directed by Council.



# Request for Discussion

<b>Title: Disposition of County Owned Property</b>	<b>Policy No: 10-01</b>
<b>Section: 61</b>	<b>Code: P-R</b>
	<b>Page No.: 6 of 14</b>

Policy Statement and Guidelines:	
9.8	The proceeds from sales of Municipal Reserves (MR) and/or, Municipal and School Reserves shall be allocated to the Cash in Lieu of Municipal Reserve Account.
<b>10.0</b>	<b>PENDING LAND SALES</b>
10.1	Any land sale pending prior to the adoption of this policy shall be considered null and void unless a written extension has been agreed to by County Council on or before the adoption of this policy.

	Date	Resolution Number
Approved	March 28, 2014	# 368-14 - Page #11163
Approved		
Amended		
Amended		





# Request for Discussion

Section 61

Policy: 10-01

## SCHEDULE A – EXPRESSION OF INTEREST FORM

**ATTENTION: PLANNING AND DEVELOPMENT MANAGER  
EXPRESSION OF INTEREST  
TO PURCHASE PROPERTY FROM SMOKY LAKE COUNTY**

The information below is not an offer or a contract and does not constitute an interest in land. The purpose of this Expression of Interest is to provide information regarding a desire to purchase property owned by Smoky Lake County prior to negotiation of a formal agreement of purchase and sale. The completion and submission of the Expression of Interest in no way obligates the applicant to purchase the property in question and is not in any way binding upon Smoky Lake County. The Expression of Interest is for information purposes only.

Expressions of Interest will not be reviewed until after any stated deadline date. Where no deadline date is stated, expressions of Interest will be reviewed as received. Smoky Lake County reserves the right to negotiate with only those parties that Smoky Lake County so determines in its sole discretion.

### Contact information

*Required fields marked with asterisk (\*)*

Date*	
Interested Purchaser's Name*	
Organization (if applicable)	
Phone Number*	
E-mail address	
Mailing Address*	



# Request for Discussion

**Section 61**

**Policy 10-01**

Description of proposed development, including specific uses anticipated for the site (for information purposes only):

Realtor Name and Address (if applicable): \_\_\_\_\_

**Legal Description of property requesting to purchase**

Lot:		Block:		Plan:	
Pt.	Sec.	Township	Range	W4M	
Size:		Location/Area:			

**What sale price are you prepared to pay?**

Sale Price	\$ (Please indicate specific dollar amount)
Deposit (to be submitted with this form)	\$200.00
Total Price (before GST)	\$
GST (on sale price and deposit)	\$
Balance Due at Closing	\$

**Closing Date**

What is your preferred date to complete the transaction, take possession and have any adjustments made?

YYYY: \_\_\_\_\_ MM: \_\_\_\_\_ DD: \_\_\_\_\_

This information is collected under the authority of section 33 (c) of the *Freedom of Information and Protection of Privacy Act* and for the purpose of property sale transactions with Smoky Lake County. It is protected by the privacy provisions of the *Freedom of Information Act*.



# Request for Discussion

Section 61

Policy 10-01

## SCHEDULE B – SAMPLE ADVERTISEMENT FOR SALE OF COUNTY OWNED PROPERTY

### PUBLIC NOTICE SMOKY LAKE COUNTY

NOTICE is hereby given that Smoky Lake County is offering for sale, by Public Bid, lands described as:

Roll #	Legal Description:	Area of Development:	Title Number:	Size:	Electoral Division:	Zoning:
--------	--------------------	----------------------	---------------	-------	---------------------	---------

<insert map>

TERMS: Cash plus G.S.T. Each parcel offered for sale is subject to Council acceptance and to the reservations and conditions contained in the existing Certificate Of Title including Caveats and/or Easements. The purchaser is responsible for the cost of all services including water, sewer, roads, power, natural gas, sanitary and storm sewer where applicable and necessary access to the property, and for any and all other costs associated with the sale of the lands (including Transfer of Land).

The minimal accepted bid shall be \$\_\_\_\_\_ (excluding GST).

Person(s) interested must submit the required Expression Of Interest Form in a sealed envelope marked “EXPRESSION OF INTEREST FORM TO PURCHASE PROPERTY”.

The aforementioned property is being offered for sale on an “AS IS” basis and the County makes no representation and gives no warranty whatsoever as to the adequacy of services, soil conditions, absence or presence of environmental contamination or the development ability of the subject lands for any intended use by the Purchaser.

No offer will be accepted where the Purchaser attempts to attach conditions precedent to the sale of any parcel. No terms or conditions of sale will be considered other than those specified by Smoky Lake County.

**Smoky Lake County Council has the full right to reject any or all Expression(s) Of Interest(s).**

**Deadline for submitting an interest is \_\_\_\_\_ at 12:00:00 Noon.**

**Please submit to:** Cory Ollikka, Chief Administrative Officer  
Smoky Lake County  
Box 310  
Smoky Lake County, Alberta T0A 3C0

Schedule “B”: Sample Advertisement For Sale of County Owned Property

Page 9 of 14.



# Request for Discussion

Section 61

Policy 10-01

## SCHEDULE C – SAMPLE AGREEMENT TO PURCHASE

### AGREEMENT TO PURCHASE

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 20\_\_.

**BETWEEN:**

**SMOKY LAKE COUNTY**  
a Municipal Corporation  
Box 310  
4612 McDougall Drive  
Smoky Lake, Alberta T0A 3C0  
Phone: 780-656-3730  
(hereinafter called "the County")

**OF THE FIRST PART**

- AND -

### PURCHASER'S NAME

\_\_\_\_\_  
Mailing Address                      Phone Numbers:    Residence    Work    Cellular

(hereinafter called "the Purchaser")

**OF THE SECOND PART**

\*\*\*\*\*  
**WHEREAS**, the Purchaser agrees to purchase the lands legally described as:

**Legal Land Description:**  
\_\_\_\_\_  
(hereinafter called "the Lands")

**AND WHEREAS** the County and the Developer wish to enter into an Agreement regarding the sale of said Lands.

**THE PARTIES** of this Agreement, in consideration of the promises and the mutual terms, covenants and conditions to be observed and performed by each party, agree as follows:



# Request for Discussion

## Section 61

## Policy 10-01

1. Smoky Lake County provides no representation or warranty in regards to the presence or absence of any environmental contamination or hazardous substances, soil conditions, or suitability for development. Each Parcel is sold on an "as is" basis and the Purchaser is purchasing the Parcel(s) at its own risk.
2. No terms or conditions of final sale will be considered other than those specified by Smoky Lake County in this agreement.
3. The Purchaser shall pay the County the full purchase price is full at the time of signing this agreement. Purchase price: \$ \_\_\_\_\_.
4. The Land Transfer must be completed prior to the acceptance of a development permit, subdivision application, rezoning application, and/or any safety codes permits.
5. The purchaser is responsible for the cost of all services including water, sewer, roads, power, natural gas, sanitary and storm sewer where applicable and necessary access to the property and for any other costs associated with the sale.
6. Applicants who rescind their land purchase application after it has been accepted (by resolution of Council) will be subject to an administrative processing fee of \$200.00.
7. Applicants owing overdue debts with the municipality will not be considered for approval until all debts have been paid to the County.
8. Applicants who are under litigation with the municipality will not be considered for approval until the case has been resolved with the County.
9. All fees, including hiring a solicitor to transfer said lands, are to be paid by the purchaser.
10. The purchaser will be responsible for obtaining all necessary development, building, and other related permits if the purchaser desires to proceed with development on said lands.
11. Failure to adhere to all conditions outlined in this agreement will result in a non-refundable administrative fee as stated in Section 6.
12. This Agreement shall not be assignable by the Purchaser.
13. The County has the legal right to sell the said property.
14. This Agreement is for the benefit of and shall be binding upon heirs, executors, administrators and assigns of the individual parties and the successors and assigns of corporate parties.



# Request for Discussion

**Section 61**

**Policy 10-01**

15. Any notices required by one party to be given to the other shall be given at the following address:

**Name**  
Address

And  
**Smoky Lake County**  
Box 310  
Smoky Lake, Alberta T0A 3C0

IN WITNESS WHEREOF the Parties here have caused their signatures to be hereunto affixed the day and year first above written.

**SMOKY LAKE COUNTY**

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

\_\_\_\_\_  
**REEVE**

\_\_\_\_\_  
**WITNESS**

}

\_\_\_\_\_  
**PURCHASER**

\_\_\_\_\_  
**WITNESS**

}

\_\_\_\_\_  
**PURCHASER**



# Request for Discussion

Section 61

Policy 10-01

## AFFIDAVIT OF EXECUTION

CANADA	)	I, _____,
PROVINCE OF ALBERTA	)	of the Smoky Lake County,
TO WIT:	)	in the Province of Alberta,
	)	MAKE OATH AND SAY:

1. THAT I was personally present and did see NAME(S), 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 Smoky Lake County, Alberta and that I am the subscribing witness thereto;
3. THAT I believe the person(s), whose signature(s) I witnessed, is (are) at least eighteen (18) years of age.

Sworn before me at the Smoky Lake County,	)	
in the Province of Alberta	)	
this ____ day of _____, 20__	)	
	)	_____
	)	
_____	)	
A Commissioner for Oaths in and for the	)	
Province of Alberta	)	



# Request for Discussion

Section 61

Policy 10-01

## SCHEDULE D – SAMPLE NOTICE

(to be printed on County letterhead)

### NOTICE TO TRANSFER LAND

TO: Name of Purchaser

DATE: \_\_\_\_\_

FILE #: \_\_\_\_\_

RE: Land Sale of \_\_\_\_\_.

I, Cory Ollikka, Chief Administrative Officer of Smoky Lake County, hereby authorize for the Transfer of Land to be completed on behalf of the Purchaser. The Purchaser shall be responsible for any and all costs associated with the Transfer of Land. Motion No. was passed on \_\_\_\_\_ authorizing said transfer as follows:

*“state the motion as indicated in the Council minutes”*

Please prepare all necessary documentation for Smoky Lake County’s signature and seal.

Thank you.

\_\_\_\_\_  
Cory Ollikka  
Chief Administrative Officer





# Request for Discussion

## Attachment # 3 - Policy Statement No. 13-01: Surface Lease of Municipally-Owned Properties

### SMOKY LAKE COUNTY



<b>Title: Surface Lease of Municipally-Owned Properties</b>		<b>Policy No.: 01-03</b>
<b>Section: 13</b>	<b>Code: P-S</b>	<b>Page No.: 1 of 12 E</b>
<b>Legislation Reference:</b>	Alberta Provincial Statutes.	
<b>Purpose:</b>	This Policy is to guide Smoky Lake County in the management of municipally-owned properties that are leased for agricultural purposes.	
<b>Policy Statement and Guidelines:</b>		
<p><b>1. STATEMENT:</b></p> <p>1.1 Smoky Lake County desires to establish standards, conditions and procedures for the leasing of municipally-owned properties for agricultural purposes.</p> <p>1.2 Smoky Lake County supports agricultural utilization of municipally-owned properties and may lease these properties to individuals and/or businesses, in accordance with the guidelines and procedures outlined in this Policy, to safeguard the County's assets and interests.</p> <p><b>2. OBJECTIVES:</b></p> <p>2.1 Smoky Lake County shall provide municipally-owned properties for lease to serve the interests and needs of the agricultural sector, when it is deemed that these properties are suitable for such purposes and where the County does not plan to develop or use these properties in the short or long term.</p> <p>2.2 The municipally-owned properties must be managed efficiently and maintained or improved through proper agricultural practices to ensure their long-term viability and to ensure adequate stewardship of the properties.</p> <p><b>3. GUIDELINES:</b></p> <p>3.1 <b><u>Lease of Municipally-Owned Properties</u></b></p> <p>3.1.1 The County provides the opportunity for County residents and businesses to lease municipally-owned properties for agricultural purposes. The process will include the preparation of a Resolution for Council to authorize a municipally-owned property to be leased through a limited invitation to tender process. Only those individuals and businesses that pay property taxes to the County are eligible to lease municipally-owned properties.</p> <p>3.1.2 Properties available to be leased shall be advertised through a limited invitation to tender process, as specified in <b>Schedule "A": Limited Invitation to Tender: Surface Lease of Municipally-Owned Properties</b>. Bids are to be submitted as detailed in the limited invitation to tender. It is noted that no late submissions shall be accepted.</p> <p>3.1.3 Council reserves the right to refuse, at its sole discretion, any bid, regardless of whether the applicant is the highest bidder.</p>		



# Request for Discussion

Title: <b>Surface Lease of Municipally-Owned Properties</b>		Policy No.: <b>01-03</b>
Section: <b>13</b>	Code: <b>P-S</b>	Page No.: <b>2 of 12</b> <i>E</i>

Policy Statement and Guidelines:	
<p>3.1.4 If a bid is deemed to be incomplete, at the sole discretion of the County, it may be rejected.</p> <p>3.2 <b><u>Lease Terms</u></b></p> <p>3.2.1 The term of a lease for municipally-owned properties shall not exceed (5) five-years.</p> <p>3.2.2 The County, at its sole discretion, and after providing 60-days notice, may cancel a lease at any time, for any of the following reasons:</p> <ul style="list-style-type: none"> <li>▪ the lessee requests the cancellation of the lease;</li> <li>▪ the leased property is not being used for the purpose for which it was leased;</li> <li>▪ the lease was issued in error;</li> <li>▪ the lessee fails to pay the required lease fees by the due date;</li> <li>▪ the lessee has failed to comply with the terms and conditions of the lease agreement; and</li> <li>▪ the County, at its sole discretion, determines that the leased property is required for municipal purposes or wishes to dispose of the land via sale.</li> </ul> <p>3.2.3 Lease payments are to be made annually as per the successful bid, and shall include the payment of all applicable taxes on the property.</p> <p>3.2.4 Leaseholders have thirty (30) days to pay the invoiced amount in full to the County.</p> <p>3.2.5 If payment is not received by the County within 30 days of the invoice date, the leaseholder is in default of their lease agreement and will be notified accordingly. If the outstanding fees are not paid in full within sixty (60) days of the invoiced date, the lease agreement may be unilaterally terminated by the County.</p> <p>3.2.6 A minimum of Two Million Dollars (\$2,000,000.00) personal Liability Insurance, with Smoky Lake County as named insured, must be maintained for the duration of the lease and shall provide proof of such insurance to the satisfaction of the County upon demand.</p> <p>3.2.7 Leaseholders shall, at all times, indemnify and save harmless the County from any and all losses, costs, damages, actions, causes of action, suits, claims and demands whatsoever that may be lawfully brought or made against the County by reason of anything done by the leaseholder, your invitees, or agents, whether or not such things are done in the exercise or purposed exercise of the rights herein conferred upon you. The County shall not be liable nor responsible for any bodily or personal injury or property damage of any nature what-so-ever that may be suffered or sustained by the leaseholder, their invitees, or agents in the performance of the lease agreement.</p>	



# Request for Discussion

Title: Surface Lease of Municipally-Owned Properties		Policy No.: 01-03
Section: 13	Code: P-S	Page No.: 3 of 12 E

Policy Statement and Guidelines:	
3.2.8	No development, construction of any buildings or improvements, nor tree/brush removal shall be permitted on the leased property unless approval is granted by the County. Any improvements (e.g., fencing, animal shelter, etc.) made to any leased municipally-owned property, shall be at the sole expense of the leaseholder, and any chattels remaining on the leased property shall become the property of the County if they are not removed prior to the effective date of termination of the lease agreement.
3.2.9	Subletting or subleasing of leases of municipally-owned properties is not permitted and is grounds for immediate and unilateral cancellation of the lease agreement by the County.
3.2.10	All bids to lease municipally-owned property shall be approved by resolution of Council and shall be subject to the signing of a Surface Land Lease Agreement with the County.
3.2.11	The leaseholder shall allow the County the right to enter the municipally-owned property as the County deems necessary or appropriate, from time to time, to cause or allow third-parties to construct or install permanent underground or above ground utility lines, pipeline facilities and transmission lines which cross the leased property, or to perform such other work upon the leased property as may be deemed necessary at the sole discretion of the County, and the leaseholder shall in no way interfere with or hinder the construction, installation, repair or maintenance work undertaken by the County or by any person to whom the County has granted such permission. The leaseholder shall forthwith, upon having received reasonable notice of the request from the County, execute such further documentation as deemed appropriate, in the sole discretion of the County, for the purposes of expediting any such work by the County or other person granted permission by the County. The leaseholder shall have the right to post signage on the property to prohibit trespassing from May 1 <sup>st</sup> to October 31 <sup>st</sup> . Any member of the public who wishes to access leased municipally-owned property shall make a request to the lessee to obtain access.
3.2.12	Leaseholders shall be responsible to maintain the quality and integrity of the municipally-owned property through adherence to land management practices consistent with agricultural practices commonly used in the area where the property is located.
3.3	<b><u>Lease Agreements</u></b>
3.3.1	Leaseholders shall comply with the terms and conditions of their lease agreement, in accordance with <b>Schedule "B": Surface Land Lease Agreement</b> , at all times.
3.3.2	Leaseholders must conform to all Federal, Provincial and Municipal legislation, regulations and policies relating to land management.



# Request for Discussion

Title: Surface Lease of Municipally-Owned Properties		Policy No.: 01-03
Section: 13	Code: P-S	Page No.: 4 of 12 E

<b>Policy Statement and Guidelines:</b>	
<p>3.3.3 Leaseholders are responsible for weed control on municipally-owned land. If a noxious weed as designated under the <i>Weed Control Act</i> is found on lands that are subject to a lease agreement, the County's Agricultural Service Department will notify the leaseholder in accordance with <b>Policy Statement No. 62-14: <i>Weed Inspection and Weed Notice.</i></b></p> <p>3.3.4 The County will communicate warnings in writing via Registered Mail, in the event of a breach of a lease agreement. If the breach identified in the notice is not rectified in a time and manner suitable to the County, and as indicated in the notice, the County reserves the right to unilaterally terminate the lease agreement.</p> <p>3.3.5 Smoky Lake County reserves the right to terminate lease agreements due to breaches of the lease agreement and/or this Policy. If a leaseholder is found in breach of this Policy or of his or her lease agreement, the County reserves the right to not accept future bids from said leaseholder. In such circumstances, the County agrees to notify the affected leaseholder at least sixty (60) days prior to the termination of the lease agreement.</p> <p>3.3.6 When a lease is due to expire in the following year, the leaseholder will be contacted by the County in writing, informing the leaseholder of the expiration date and to indicate the intent that the leased property will be subject to a limited invitation to tender process when advertised by the County.</p>	
<b>4. PROCEDURES:</b>	
<p>4.1 Individuals and businesses who are interested in leasing municipally-owned properties are directed to inquire with the Planning and Development Department. The Planning and Development Manager or designate will assist in the "Limited Invitation to Tender" application process to ensure all required information is included.</p> <p>4.2 All bids submitted via the "Limited Invitation to Tender" process must include the following:</p> <ul style="list-style-type: none"> <li>■ Legal name, address and contact information of the bidder;</li> <li>■ Legal land description of municipally-owned property to lease;</li> <li>■ Bid amount;</li> <li>■ Purpose of intended use or activity relating to the municipally-owned property; and</li> <li>■ Date and authorized signature.</li> </ul> <p>4.3 All bids submitted will be reviewed by the Planning and Development Department. A report will be prepared by the Planning and Development Manager or designate summarising the bids received and a Request for Decision shall be forwarded to County Council outlining the recommendations for endorsement.</p>	



# Request for Discussion

<b>Title: Surface Lease of Municipally-Owned Properties</b>		<b>Policy No.: 01-03</b>
<b>Section: 13</b>	<b>Code: P-S</b>	<b>Page No.: 5 of 12 E</b>

**Policy Statement and Guidelines:**

- 4.4 Once a bid is approved by Council, a lease agreement shall be signed and executed by the County and the successful bidder. The lease agreement shall be issued for a (5) five-year term and shall be billed annually until the expiration of the term. Either party may cancel the lease agreement at any time, provided that the party instigating the cancellation provides the other party with a minimum of sixty (60) days' notice.
- 4.5 Once the lease agreement has been executed, the Planning and Development Department will send a copy to the Finance Department who will be responsible for creating an accounts receivable based on the amount defined in the lease agreement and to ensure receipt of the yearly lease fees throughout the term of the lease.
- 4.6 A Right of First Refusal to Purchase clause will be written into the Surface Land Lease Agreement which shall grant the leaseholder the right to have the first opportunity to purchase the municipally-owned property that they hold a lease for, at the price and subject to the terms and conditions contained in a third-party offer that the County has expressed a willingness to accept, or if the County wishes to sell the municipally-owned property that is the subject of the lease.
  - 4.6.1 The Right of First Refusal to Purchase clause will be initiated if the County receives a third-party offer to purchase a municipally-owned property that is currently being leased, at terms that the County has agreed to. The County shall notify the leaseholder of this offer within forty (40) days of receipt. The leaseholder must exercise their Right of First Refusal to Purchase by notifying the County within thirty (30) days of having received notice, and must match the price offered by the third-party offer. Should the leaseholder choose not to exercise their Right of First Refusal to Purchase, they shall notify the County in writing, within thirty (30) days of having received notice, that they waive this Right.
  - 4.6.2 If the leaseholder declines to purchase or waives their Right of First Refusal to Purchase pursuant to Section 4.6.1, the County shall be at liberty to proceed with acceptance of the third-party offer to purchase said municipally-owned property and subsequently terminate the lease agreement, pursuant to Section 3.6.
  - 4.6.3 If the leaseholder exercises their Right of First Refusal to Purchase, the leaseholder shall be obligated to purchase the property and shall provide a cash deposit, in the amount of Two Hundred Dollars (\$200.00), at the time that they provide notice of exercising of their Right. The Leaseholder shall be required to execute an "Agreement to Purchase" with the County and to adhere to its terms and conditions, in accordance with **Policy Statement No. 61-10: Disposition of County Owned Property.**

	<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, 2022</b>	<b># 319 - Page # 7253</b>
<b>Amended</b>	<b>February 15, 2023</b>	<b># 372 - Page # 15506</b>
<b>Amended</b>		



# Request for Discussion



## Schedule "A"

### LIMITED INVITATION TO TENDER Lease of Municipally-Owned Properties

**SMOKY LAKE COUNTY** extends an invitation to tender for lease the following Municipally-Owned Properties in accordance with Policy Statement No. 13-01:

Tender #	Legal Description of Property	
1	NE 23-60-13-W4	+/- 136.30 acres
2	SW 34-61-13-W4	+/- 127.60 acres
3	SW 8-62-13-W4	+/- 153.50 acres
4	SE 8-62-13-W4	+/- 125.10 acres
5	Pt. NE 30-59-14-W4	+/- 56.27 acres
6	NW 2-61-18-W4	160.00 acres
7	SW 11-61-18-W4	160.00 acres
8	Un-surveyed property intersecting river road trails located in the South East of SW 3-58-15-W4 bordered by SH 857 to the west side of SH 652 to the north side: Plan 5022 MC	+/- 0.82 acres
9	NE 32-59-14-W4	160.00 acres
10	Reclaimed Gravel Pit Pt. SE 9-58-15-W4	+/- 22.04 acres

**Sealed bids** for the leasing of Municipal Owned Lands are to be submitted to:

Smoky Lake County  
Planning and Development Department  
P.O. Box 310  
4612 McDougall Drive  
Smoky Lake, Alberta T0A 3C0

up to 2:00:00 P.M. on Month \_\_, 20\_\_. Bids will not be accepted after this time.

TENDER CLOSING: MONTH 00, 20\_\_.

Bids are to be placed in a sealed envelope marked "Surface Lease Tender" with the tender number clearly indicated on the outside of the tender bid envelope.

**Municipal Land Surface Lease Agreement:** The successful bidder shall enter into a Surface Lease Agreement with the County – attached as per Schedule "B".

**Terms of Lease:** The term of the Municipal Land Surface Lease shall be for a five (5) year term: January 1, 20\_\_ to December 31, 20\_\_.



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**Taxes:** The Leaseholder will be issued an annual tax notice for the municipally-owned property leased and will be responsible to pay the taxes directly to the Smoky Lake County.

Smoky Lake County reserves the right to accept or reject any and all bids. The County reserves the right to accept a bid other than the highest with stated reasons. By the act of submitting its bid, the bidder waives any right to contest in any proceedings or action, the right of the County to award a lease to any party in its sole discretion.

**ALL BIDS MUST INCLUDE THE FOLLOWING INFORMATION:**

- Legal name, address and contact information (phone number and email whenever possible) of the bidder;
- Legal land description of municipally-owned property the bidder wishes to lease;
- Bid amount;
- Purpose of intended use(s) or activity relating to the municipally-owned property;
- Date and authorized signature of the bidder.

**Advertised:** Week of Month Day and Year in Paper(s): \_\_\_\_\_.

**Posted:** Month Day and Year on Website: \_\_\_\_\_.

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Smoky Lake County**



# Request for Discussion

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## Schedule "B"

### SURFACE LAND LEASE AGREEMENT

This Agreement made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_;

**BETWEEN:**

**SMOKY LAKE COUNTY**  
P.O. Box 310  
Smoky Lake, Alberta T0A 3C0  
a Municipal Corporation in the Province of Alberta  
(hereinafter referred to as the "County")

OF THE FIRST PART

- AND -

Mailing Address: \_\_\_\_\_

Civic Address: \_\_\_\_\_

Phone: ( ) \_\_\_\_\_ or ( ) \_\_\_\_\_  
(hereinafter referred to as the "Leaseholder")

OF THE SECOND PART

\*\*\*\*\*

**WHEREAS**, the Council of the County may grant rights, to its property, including property under the direction, control and management within the municipal boundaries of the County.

**AND WHEREAS**, the County desires to grant a lease and charge for the use of its property, including property under the direction, control and management of the County.

**NOW THEREFORE**, in consideration of the premises and the mutual terms, covenants and conditions to be observed and performed, this **Surface Land Lease Agreement** (the "Agreement") is granted to you by Smoky Lake County and agreed by the Leaseholder as follows:

**1. Lease Site:**

The County shall lease approximately \_\_\_\_ acres located on \_\_\_\_\_

(hereinafter referred to as the "Lease Land").





# Request for Discussion

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**2. Purpose:**

The County does hereby, in consideration of the payments hereinafter specified and in consideration of the terms and conditions herein contained, grant permission to the Leaseholder exclusive rights to use the ("Lease Land)", for the purpose(s) herein specified:

\_\_\_\_\_

Nothing herein shall give the Leaseholder the right to use the Lands for any other purpose without the prior written consent of the County. The County makes no representation or warranty regarding the legality of the Lease Land, and the Leaseholder shall bear all risk of any adverse change in applicable laws.

**3. Term:**

This Agreement will be for a **five (5) year** term beginning on \_\_\_\_\_ and ending on \_\_\_\_\_ (the "Term"), unless terminated earlier as provided for herein.

**4. Annual Payment:**

The Leaseholder shall pay to the County the following lease payment annually as per the submitted bid:

\$ \_\_\_\_\_ **plus GST.**

If payment is not received within thirty (30) days, the Leaseholder is in default of this Agreement and will be notified in writing of this default. If the outstanding fees are not paid in full within sixty (60) days of the invoiced date, this Agreement may be unilaterally terminated by the County.

**5. Taxes:**

The Leaseholder will pay Smoky Lake County property taxes for the Lease Land directly to Smoky Lake County Taxation Department.

**6. Land Management:**

**6.1 Noxious Weeds:**

The Leaseholder is responsible for weed control on the Lease Land. If a noxious weed as designated under the *Weed Control Act*, is found on the Lease land, the County Agricultural Service Department will notify the leaseholder in accordance with **Policy Statement No. 62-14: *Weed Inspection and Weed Notice.***



# Request for Discussion

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6.2 **Right to Enter:**

The Leaseholder acknowledges that the County may deem it necessary or appropriate, from time to time, to cause or allow third parties to construct or install permanent underground or above ground utility lines, pipelines facilities and transmission lines which will cross the lease land; or to perform such other work upon the Lease Land as may be deemed necessary at the sole discretion of the County, and the agrees that the Leaseholder shall in no way interfere or hinder the construction, installation, repair or maintenance undertaken by the County or any person to whom the County has granted such permission, and further, the Leaseholder shall forthwith, upon receiving reasonable notice of the request from the County, execute such further documentation as deemed appropriate in the sole discretion of the County, for the purposes of expediting or permitting any such work within the Lease Land by the County or the nominee of the County.

6.3 **Buildings and Improvements:**

The Leaseholder agrees that it shall not erect any buildings, improvements or structures on the Lease Land, without the express written consent of the County. If the Leaseholder is permitted to erect any buildings, improvements or structures, the same are to be constructed in a work-man-like manner so as to minimize damage to the Lease Land, and the Leaseholder shall, after any such work, restore the Lease Land to a level and condition equivalent to that which existed prior to the commencement of any such construction.

Any improvements (e.g. fencing, animal shelter, etc.) made to the Lease Land, shall be at the sole expense of the Leaseholder and any such improvements shall remain with the Lease Land or be removed from the property upon termination of this Agreement.

7. **Liability:**

7.1 **Insurance:**

A minimum of Two Million Dollars (\$2,000,000.00) personal Liability Insurance with Smoky Lake County as named insured must be maintained for the duration of the lease and shall provide proof of such insurance to the satisfaction of the County upon demand.

7.2 **Indemnification:**

The Leaseholder shall, at all times, indemnify and save harmless the County from any and all losses, costs, damages, actions, causes of action, suits, claims and demands whatsoever that may be lawfully brought or made against the County by reason of anything done by the Leaseholder, your invitees, or agents, whether or not such things are done in the exercise or purposed exercise of the rights herein conferred upon you. The County shall not be liable nor responsible for any bodily or personal injury or property damage of any nature what-so-ever that may be suffered or sustained by the Leaseholder, your invitees, or agents in the performance of this agreement. Such indemnification shall survive termination of this Agreement.

Policy: 13-01-03: Surface Lease Agreement: Page 3 of 5

Page 10 of 12.



# Request for Discussion

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**8. Non-Assignment:**

The Leaseholder shall not sublet the Lease Land or any portion thereof, or assign this Agreement, or part with the possession of the Lease Land during the Term.

**9. Applicable Law**

The issuance of this Agreement by the County does not excuse the Leaseholder from complying with the requirements of any Federal, Provincial, or Municipal legislation, regulations, bylaws and policies and shall apply and bind the parties in any all questions pertaining to this Agreement.

**10. Termination:**

It is understood by both the County and the Leaseholder, that the County shall have the absolute right and privilege to terminate this Agreement, herein granted, together with all rights contained herein or ancillary thereto.

**10.1 County:**

10.1.1 The County Reserves the right to terminate this Agreement due to any breach of the Agreement. If the Leaseholder is found in breach of this Agreement, the County reserves the right to not accept future tender bids for lease from the Leaseholder. The County shall give a minimum of sixty (60) days' notice to the Leaseholder of its intent to terminate the Agreement prior to termination.

10.1.2 The County reserves the right to terminate this Agreement in the event it chooses to sell the Lease Land prior to the conclusion of the Term of this Agreement. In such an instance, the Leaseholder shall be given a right of first refusal that shall grant the Leaseholder the right to have the first opportunity to purchase the Lease Land, at the price, and subject to the terms and conditions contained in a third-party offer that the County has expressed a willingness to accept.

**10.2 Leaseholder:**

If the Leaseholder wishes to vacate the Lease Land before the conclusion of the Term of this Agreement, the Leaseholder will give the County advance written notice of not less than Sixty (60) days of such termination.

**11. Notice:**

11.1 The County hereby designates and appoints the Planning and Development Manager as the representative for the purposes of this Agreement.

11.2 All notices, invoices and payments referred to herein shall be given in writing and may be personally delivered or mailed by prepaid, registered mail and addressed as follows:

Policy: 13-01-03: Surface Lease Agreement: Page 4 of 5

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# Request for Discussion

Section 13

Policy 13-03

The County: **Smoky Lake County**  
4612 McDougall Drive OR  
P.O. Box 310  
Smoky Lake, Alberta T0A 3C0

ATTENTION: Planning and Development Manager

The Leaseholder: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone: (\_\_\_\_) \_\_\_\_\_ or Cellular: (\_\_\_\_) \_\_\_\_\_  
Email: \_\_\_\_\_

The address of either party may be changed from time to time to any other address in Alberta by notice in writing to the other party. All notices and payments sent by prepaid, registered mail shall be deemed to be received by the addressee on the fourth business day following the mailing thereof in any post office in Alberta, except in the case of a postal strike, in which event any notices shall be given by telegram or by personal delivery, as the case may be. In this paragraph, business day means any day except Saturday, Sunday or a Statutory Holiday.

11.3 It is agreed that this written instrument embodies the entire Agreement of the parties hereto in regard to the matters dealt with herein, and that no understandings or agreements, verbal or otherwise, exist between the parties except as herein expressly set out.

**IN WITNESS WHEREOF** the parties hereto have executed this document on the date first above written.

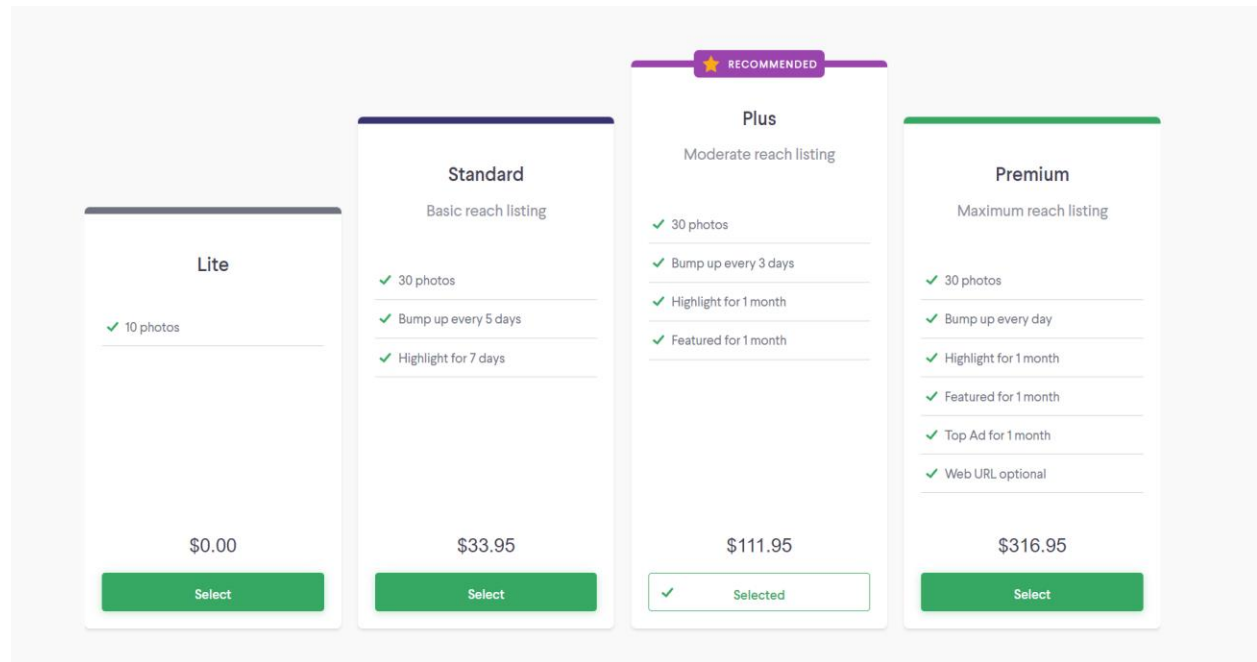
SIGNED AND DELIVERED }  
in the presence of: } **SMOKY LAKE COUNTY**  
} \_\_\_\_\_  
Witness } C.A.O.

SIGNED AND DELIVERED }  
in the presence of: } **LEASEHOLDER**  
} \_\_\_\_\_  
Witness } Leaseholder's Signature



# Request for Discussion

## Attachment #4 – Kijiji Price and Services Information



Additional features to promote ads:

1. Promotion as a “Top Ad”
  - 3 days = \$26.95 + GST
  - 7 days = \$54.95 + GST
  - 30 days = \$219.95 + GST
2. Homepage Gallery
  - Posts a second copy of your ad on the Kijiji homepage in addition to the copy of your ad that is posted in the regular listing within the real estate category
  - 7 days = \$70.95 + GST
3. Website URL
  - The Website URL feature makes your URL clickable and helps boost your website in search results. Allows you to promote your ad and your website at the same time.
  - 60 days = \$4.95 + GST

Comparison with advertising costs of the Redwater Review

- 1 week of advertising (full page ad) = \$395.00 + GST