

PUBLIC RESERVE LEASE  
- CREATION PURPOSES

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THIS AGREEMENT dated the 25th day of August, A.D. 1980

\*\* BETWEEN \*\*

ELBOW RIVER ESTATES CO-OPERATIVE LTD.

a body corporate registered under the  
Societies Act, of the Province of  
Alberta (referred to as the "Lessee")

\*\* AND \*\*

THE MUNICIPAL DISTRICT OF ROCKY VIEW NO. 44  
a municipal corporation in the Province of  
Alberta (referred to as the "Lessor")

PUBLIC RESERVE LEASE FOR RECREATIONAL PURPOSES

WHEREAS the Lessor is the registered owner of reserve land acquired pursuant to the provisions of THE PLANNING ACT, R.S.A. 1970 Chapter 276, as amended, which said reserve lands may be used for recreation areas;

AND WHEREAS the Lessee is incorporated as a non-profit association to facilitate the implementation and promotion of recreational activities;

AND WHEREAS the Lessor is willing and able to grant a lease of certain reserve lands hereinafter described to the Lessee for public recreation use subject to the terms and conditions of this Agreement;

NOW THEREFORE, the parties hereto agree as follows:

DEFINITIONS:

1. In this agreement:

(a) "land" means those lands described as:

Plan 7510835, Lot R-1

S. 1/2 11-24-3-W5M

(File: 4711027)

(b) "utilities" include water, sewer, electricity and fuel.

(c) "development" means the carrying out of any construction or excavation or other operations in, on, over or under land

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2. The land is hereby leased to the Lessee by the Lessor for a term of 50 years commencing on the first day of January, 1980, and ending on the 31st day of December, 2030, for use for recreational purposes.

RENEWAL:

3. (1) No later than 90 days prior to the expiration of the term granted herein and provided that the Lessee is not in default of any of the terms and conditions of this Lease Agreement, the Lessee may apply in writing to the Lessor for renewal for a term of 50 years from the expiration of the term of this Lease Agreement and the Lessor hereby agrees that such a renewal on similar terms with the exception of this clause will not be unreasonably withheld.
- (2) Notwithstanding any of the provisions of this Lease Agreement any renewal hereof shall be subject to the then current policy or policies and regulations of the Lessor governing the terms and conditions of recreational leases.

RENT:

4. The rental fee for the ENTIRE TERM of the Lease:
- (a) shall be paid in advance;
  - (b) shall be calculated at \$1.00 per year; and
  - (c) shall not be refundable.

SUBLETTING:

5. The Lessee shall NOT:
- (a) sublet, assign or otherwise part with its interest in the land, in whole or in part, or
  - (b) consent to any person subletting, assigning or otherwise parting with his interest in the land, in whole or in part, except as permitted by written agreement with the Lessor. Permission to sublet may be withheld by the Lessor.

LIENS, CAVEATS AND OTHER ENCUMBRANCES:

6. The Lessee shall:
- (a) do no act which will encumber the land; and
  - (b) discharge any claim or lien filed for work or material supplied to any person in respect of an improvement made to the land.

REGULATIONS:

7. The Lessee shall comply with the following, which apply to the land or the Lessee:
- (a) fire, park and sanitary regulations;
  - (b) municipal bylaws, and regulations, particularly those regulations applying to public reserve parcels, and
  - (c) provincial and federal statutes.

NUISANCE:

8. The land shall not be used for an activity which, in the opinion of the Lessor is a nuisance.

UTILITIES:

9. The lessee shall pay the costs of all:
- (a) utilities supplied to the premises, and
  - (b) new connections or extension of utilities.

CONSTRUCTION:

10. No development shall be erected on the land unless the Lessee has first obtained:
- (a) written approval of the Lessor; and
  - (b) all permits required under any relevant bylaws or regulations or legislation.

MAINTENANCE:

11. (1) The Lessee shall maintain the premises and all appurtenance in a reasonable condition at the expense of the Lessee including but not limited to the following:
- (a) The premises shall be clean and tidy at all times so as not to be offensive to the neighbourhood.
  - (b) All developments, appliances, and equipment forming part of the premises shall be kept in reasonable repair.
  - (c) The internal and external development and foundation including but not limited to the repair, painting and maintenance of floors, ceilings, walls, roof, and windows, will be done at the expense of the Lessee.
  - (d) The land shall be maintained in a good and husband-like manner.
  - (e) The sidewalks, parking lots and entrances shall be maintained as if the tenant were a prudent owner including keeping the areas free of debris, snow and

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ice.

(f) All janitorial services shall be at the expense of the Lessee.

(2) The Lessor by its authorized employees or agents may enter and inspect the premises at reasonable times and may direct that all reasonable repairs be made by the Lessee or at the expense of the Lessee.

(3) Upon the termination of this Lease the Lessee shall deliver up the premises in good repair, reasonable wear and tear excepted.

RIGHT OF ENTRY:

12. (1) The Lessor, its authorized employees, agents or contractor shall have the right to enter upon the land at all reasonable times:
- (a) to inspect any improvement on the land;
  - (b) to repair, maintain or construct any utility; and
  - (c) to carry out any work required by the Lessor.

INDEMNITY:

13. The Lessee shall indemnify and hold harmless the Lessor from and against all claims, demand, damages, expenses, actions, suits, and judgments made or recovered against the Lessor whether for personal injury (including death) or property damage by reason of the granting of this Lease or by reason of any act or omission of the Lessee or any servant or agent of the Lessee but not by reason of any negligent act or omission by the Lessor or its employees.

INSURANCE:

14. The Lessee shall submit to the Lessor a comprehensive general liability insurance policy in an amount of not less than One Million (\$1,000,000.00) Dollars naming the Lessor as an additional insured and providing such insurance coverage as will meet the requirements of the preceding section of this Agreement.

FIRE INSURANCE:

15. (1) The Lessee shall carry fire and extended coverage peril insurance, in a form and amount approved by the Lessor, which shall:
- (a) cover all improvements on the land;
  - (b) cover the buildings at replacement cost; and
  - (c) name the Lessor as a co-insured.
- (2) Proof of such insurance shall be submitted annually to the Lessor.
- (3) Insurance monies realized from any policy required by this



section shall be used:

- (a) to rebuild or repair the property insured; or
- (b) for such purposes as the Lessee and the Lessor may agree.

OVERHOLDING:

16. If at the end of the term of the Lease, as set out in Section 1, the Lessee remains in possession of the land
- (a) the Lease shall not be deemed to be renewed; and
  - (b) a month to month tenancy subject to all respects to the terms of this Lease shall be created.

TERMINATION:

17. (1) The Lessor, may, by giving thirty (30) days notice, terminate the Lease in the event that the Lessee:
- (a) fails to remedy any default in fulfilling the Agreement after notice from the Lessor such notice to provide a reasonable period for compliance therewith;
  - (b) fails to hold a general meeting for a period of twelve (12) months;
  - (c) fails to maintain good standing under The Societies Act for a period of over one (1) month;
  - (d) voluntarily winds up its affairs or disbands; or
  - (e) becomes bankrupt.
- (2) The Lessor may, by giving three (3) months notice, terminate the Lease at its discretion.
- (3) The Lessor reserves the right to reduce the area of land hereby leased and where such action, excluding the building of roadway, reduces the area of the land suitable for the purpose of the Lease the Lessor shall reasonably endeavor to make available to the Lessee a similar area in another location.
- (4) Upon the termination of this lease by the effluxion of time or pursuant to the provisions of this Lease, all buildings and improvements which the Lessee has constructed on, or made to the land, shall become the property of the Lessor.
- (5) If the Lease is terminated by the Lessor prior to the expiration of the Lease, the Lessor shall compensate the Lessee for the buildings and improvements in accordance with the current appraised value. The current appraised value shall be determined by an independent appraiser and shall be the replacement cost net minus depreciation and/or obsolescence. For this purpose physical depreciation shall be straight line and the economic life of the buildings and improvements shall not exceed the term of the Lease.

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ETURN:

The Lessee shall comply with the provisions of The Societies Act and shall within five days of filing with the Registrar of Companies its annual return and balance sheet, as required by the statute, submit a copy to the Lessor annually.

The Lessee shall not merge or amalgamate with any other body corporate without the consent of the Lessor.

(1) All notices and communications to the Lessor shall be in writing addressed to:

THE MUNICIPAL DISTRICT OF ROCKY VIEW NO. 44  
911 - 32 Avenue N.E.  
CALGARY, Alberta  
T2M 4L6

and shall be deemed to be served if delivered personally or sent by registered mail at a time of uninterrupted postal service.

(2) All notices to the Lessee shall be in writing, addressed to the President, or Secretary, at the address contained in the Society's most recent annual return to the Registrar of Companies and shall be deemed to be served if delivered personally or sent by registered mail at a time of uninterrupted postal service.

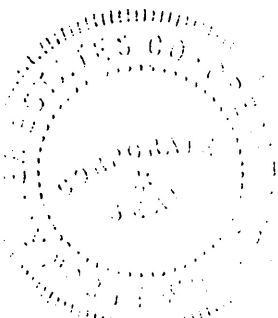
(3) Either party may change its address for service by notifying the other party in the manner set out herein.

AGREEMENT was signed and sealed by the officers of the parties in the

ELBOW RIVER ESTATES CO-OPERATIVE LTD.

PRESIDENT

SECRETARY



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MUNICIPAL DISTRICT OF ROCKY VIEW NO. 44

--- *b. Dettbarn* -----  
REEVE OR ~~DEPUTY REEVE~~

--- *Wayne M. Lyder* -----  
MUNICIPAL ADMINISTRATOR

## MUNICIPAL DISTRICT OF ROCKY VIEW NO. 44

## PUBLIC RESERVE LEASE

THIS INDENTURE made in duplicate this 2nd day of August, 1977

B E T W E E N:

The Municipal District of Rocky View No. 44, in the Province of Alberta (hereinafter called the "Municipality") represented herein by the Council of the Municipal District of Rocky View No. 44 (hereinafter called "the Council")

OF THE FIRST PART

and

J.R. Cullen  
R.R. 2  
Calgary, Alberta

(hereinafter called the "Lessee")

OF THE SECOND PART

WHEREAS under the authority of Section 26 (4) of the Planning Act, being Chapter 276 of the Revised Statutes of Alberta, 1970 and amendments thereto, certain reserves not required for purposes of a school, public park, or recreation area may be leased subject to the approval of the Board; and

WHEREAS the Municipal Council has established regulations as the terms and conditions under which the public reserve parcels may be leased; and

WHEREAS the Lessee had made application for a lease of the lands hereby demised and the Council has granted such application;

NOW THEREFORE THIS INDENTURE WITNESSETH:

THAT in consideration of the rents, covenants and agreements, hereinafter reserved and contained and the part of the Lessee to be paid, kept observed and performed, the Municipality by these presents doth hereby demise and lease unto the Lessee as tenant, all the certain parcel or tract of land situated in the Municipal District of Rocky View No. 44 and being more particularly described as follows, namely:

Block 31, Plan 7611173 in the NW 18-24-2-5 containing fourteen (14.00) acres more or less.

TO HAVE AND TO HOLD the said lands unto the Lessee subject to the rents hereby reserved and the agreements, conditions, covenants, exceptions, stipulations and reservations herein contained during the pleasure of Council to be computed from the 2nd day of January, 1977 YIELDING AND PAYING THEREFORE yearly and every year during the said term unto the Municipality the clear yearly rental of **One Hundred and Fourty** Dollars (\$ **140.00**) such rentals to be paid yearly in advance on the 2nd day of January, 1977 in each year of the said term, the first of which payments have been made on or before the execution of these presents.

THAT in construing this lease and the regulations which are expressed to be incorporated herein, the same shall be read and construed as if all such regulations had been set out herein and been made part and parcel hereof, and in the event of there being any conflict between the provisions of any regulations and any provision set out in this Lease, other than the covenant on the part of the Lessee for the payment of rent, the provisions of the regulations shall prevail.

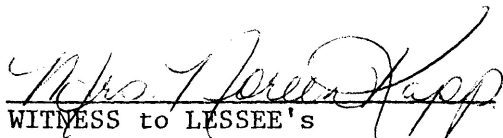
IN WITNESS WHEREOF the Reeve or Deputy Reeve, and the Municipal Administrator of the Municipality and the Lessee have hereunto set their hands and seals the day and year first above written.

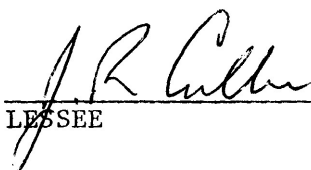
SIGNED, SEALED & DELIVERED

\_\_\_\_\_  
REEVE OR DEPUTY REEVE

S E A L

\_\_\_\_\_  
MUNICIPAL ADMINISTRATOR

  
\_\_\_\_\_  
WITNESS to LESSEE's  
Signature

  
\_\_\_\_\_  
LESSEE