

**SMOKY LAKE COUNTY  
IN THE PROVINCE OF ALBERTA  
BYLAW NO. 1182-09**

**A BYLAW OF THE MUNICIPALITY OF SMOKY LAKE COUNTY IN THE PROVINCE OF ALBERTA BEING A BYLAW TO AUTHORIZE COUNCIL TO ENTER INTO AN AGREEMENT FOR THE LEASING OF COUNTY OFFICE BUILDING SPACE TO THE ROYAL CANADIAN LEGION NO. 227.**

**WHEREAS** it is deemed expedient and proper pursuant to the provisions of the *Municipal Government Act*, Chapter M-26 R.S.A. 2000 that a Council may pass such bylaws to enter into an agreement with a corporation whose objectives will benefit the municipality and its residents.

**NOW THEREFORE** the Council of Smoky Lake County, in the Province of Alberta, duly assembled enacts as follows;

1. The Council of Smoky Lake County is hereby authorized to enter into an agreement as per attached.
2. The Reeve and the Chief Administrative Officer be authorized to sign and seal the agreement.

READ A **FIRST TIME** IN COUNCIL THIS 17 day of March, AD 2009.

READ A **SECOND TIME** IN COUNCIL THIS 17 day of March, AD 2009.

READ A **THIRD AND FINAL TIME, WITH THE UNANIMOUS CONSENT OF ALL COUNCILLORS PRESENT, THIS** 17 day of March, AD 2009.

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Cory Ollikka  
Reeve

**S E A L**

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Cary Smigerowsky  
Chief Administrative Officer

THIS AGREEMENT MADE THIS 17 DAY OF MARCH, A.D. 2009.

B E T W E E N:

**SMOKY LAKE COUNTY**  
a municipal corporation, incorporated under the laws of the  
Province of Alberta (hereinafter called "**the Landlord**")

OF THE FIRST PART

A N D

**THE ROYAL CANADIAN LEGION NO. 227**  
duly authorized to carry on business in the  
Province of Alberta (hereinafter called "**the Lessee**")

OF THE SECOND PART

**LEASE AGREEMENT**

**WHEREAS**, the Landlord is the registered owner of the lands legally described as:

PLAN SMOKY LAKE 862 1882  
LOT TWO (2)  
CONTAINING 1.25 HECTARES MORE OR LESS.  
NW 22-59-17-W4

EXCEPTING THEREOUT ALL MINES AND MINERALS  
(hereinafter called "**the said Lands**")

**AND WHEREAS**, the Lessee desires to Lease a portion of the building located to the south west annex that is attached to the County Administration building located on the said Lands (hereinafter referred to as ("**the Building**") for the purposes and upon the terms and conditions hereinafter set forth:

**NOW THEREFORE THIS AGREEMENT WITNESSETH** that in consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of the Lessee to be paid, rendered, observed and performed:

**IT IS HEREBY AGREED** by and between the Landlord and the Lessee as follows:

**1. DESCRIPTION OF LEASE OF DEMISED PREMISES**

1.1 The Landlord does hereby demise and Lease to the Lessee and the Lessee does hereby accept the Lease to that portion of the said Lands and Building as outlined in red on **Schedule "A"** attached and forming part of this Lease, consisting of approximately 1368 square feet (hereinafter called "**the Demised Premises**") to be held by it as Lessee subject to the conditions, restrictions and covenants hereinafter set forth and contained.

**2. TERM OF LEASE**

2.1 The Landlord shall Lease to the Lessee the Demised Premises for a term of Thirty (30) years commencing on the **17<sup>th</sup> day of March, 2009** to the **17<sup>th</sup> day of March, 2039**, (subject always to earlier termination thereof as hereinafter provided).

**3. RENTAL**

3.1 The Lessee shall pay to the Landlord the sum of NIL (\$0.00) Dollars per month on the 1<sup>st</sup> of each month in advance, during the term of this lease.

**4. MAINTENANCE AND REPAIRS**

4.1 During the term of this Lease, the Lessee shall at its own expense maintain and keep in good, safe and substantial repair and condition the Demised Premises and most explicitly janitorial maintenance.

**5. USE OF THE DEMISED PREMISES**

5.1 The Demised Premises shall be used for the purpose of the Lessee's administration office and all other operations necessary and incidental thereto.

**6. DEVELOPMENT OF THE DEMISED PREMISES**

6.1 The Lessee covenants with the Landlord that it will develop the Demised Premises at its sole cost and expense for the intended and permitted use as provided herein, PROVIDED HOWEVER, that this covenant shall not relieve or in any way diminish or excuse the Lessee from constructing any improvements to the Demised Premises in a good and workmanlike manner and in compliance with all reasonable rules and regulations established by the Landlord and all laws, statutes, bylaws and regulations of any competent authority with regard to the construction of any improvements on the Demised Premises.

6.2 The Lessee will indemnify and save harmless the Landlord respecting builders' liens or other liens or charges for any work done or materials provided or services rendered in respect of the improvements, alterations and repairs made by the Lessee to the Demised Premises.

**7. TAXES, UTILITIES AND OTHER CHARGES**

7.1 The Lessee further covenants with the Landlord to pay within Thirty (30) Days after the same shall have become due and payable, all business taxes, license fees, telephone charges or any other rates, taxes or charges whatsoever imposed by any municipal, legislative or other authority that may be assessed or charged against or in respect of the Demised Premises or the occupancy thereof, during the said term and that, when and so often as the Lessee neglects or omits to pay any of the said sums, the Landlord may pay them or any of them, and thereupon charge the amount so paid to the lessee who shall forthwith pay them to the Landlord, and that the Landlord may add the same to the rent and recover by all remedies available to it for the recovery of rent in arrears to the same extent and effect as if the said sums where in fact rent.

7.2 The Landlord agrees to pay all real property taxes which relate to the said Lands and are levied during the term of this Lease or any renewal as they become due, provided however that the taxes incurred as a result of the Lessee's improvements or occupancy of the Demised Premises shall be the responsibility of the Lessee. The Lessee agrees to pay all telephone or any other rates assessed against the Lessee.

7.3 The Landlord agrees to allow the use of existing water and sewer facilities hookups.

**8. ASSIGNMENT, SUB-LETTING OR CHANGE OF CONTROL**

8.1 The Lessee shall not, without leave of the Landlord in writing, assign or sub-let all or any portion of the Demised Premises. Any assignment or sub-letting of the within Lease or of the Demised Premises or a portion thereof shall not relieve the Lessee from the covenants and agreements herein contained.

**9. HOLDING OVER**

9.1 If, at the expiration or sooner determination of this Lease, the Lessee should hold over for any reason, the tenancy of the Lessee thereafter shall be from month to month only, and shall be subject to all terms and conditions of this Lease, except as to the term in absence of written agreement to the contrary.

**10. QUIET ENJOYMENT**

10.1 The Landlord covenants with the Lessee for quiet enjoyment provided that the Lessee shall observe and perform all of the covenants and provisions of this Lease on its part to be observed and performed.

**11. DEFAULT AND SURRENDER**

11.1 In the event that default is made in payment of rent or any part thereof, or in case of nonobservance or nonperformance on the part of the Lessee of any covenant, condition, restriction or stipulation herein contained, expressed or implied, which ought to be observed or performed by the Lessee and which has not been expressly waived in writing by the Landlord, and such default and nonobservance or nonperformance continues for a period of Thirty (30) days after written notice of such default has been delivered to the Lessee. The Landlord may at its option cancel this Lease by written notice to the Lessee, or in the case of an approved assignment, by written notice to the Lessee, or in the case of an approved assignment, by written notice to the assignee of the Lessee, and in any of such cases all rights and interest hereby created or then existing in favor of the Lessee or any approved assignee, or derived under this lease shall thereupon cease and determine and the Landlord may re-enter into and upon the Demised Premises, (or same as of its former estate, anything herein to the contrary notwithstanding. PROVIDED HOWEVER, that in the case of such cancellation and re-entry the Lessee shall continue to be liable to pay and the Landlord shall have the same remedy for recovery of, any rent then due, and further that any right of action of the Landlord against the Lessee in respect of any antecedent breach of any of the said covenants, conditions, restrictions and stipulations shall not thereby be prejudiced.

11.2 The Lessee shall have the right at any time from time to time to surrender and terminate this Lease by written notice to the Lessor, provided however that there shall be no refund to the Lessee of any rental which may have been paid in advance.

**12. INDEMNITY**

12.1 The Lessee hereby agrees to indemnify and save harmless the Landlord of and from the Landlord of and from any loss, costs, claims, expenses, actions or demands arising out of the Lessee's use and occupancy of, and operations on the Demised Premises, excepting only to the extent that any such loss, costs, claims, expenses, actions or demands were caused solely by the negligence of the Landlord or its servants, agents, invitees or any other person who may be on the Demised Premises with the approval of the Landlord, and in any such case the Landlord shall to such extent be responsible therefore.

**13. INSURANCE**

13.1 The Lessee shall take out and maintain at its own cost and expense, with an insurer reasonably satisfactory to the Landlord:

13.1.1 Comprehensive general liability insurance coverage against third party claims for personal injury, death and property damage occurring in, on, or about the Demised Premises in an amount not less than Two Million (\$2,000,000.00) Dollars per occurrence. The Lessee shall deliver to the Landlord a copy of the policy of such insurance and of renewals thereof from time to time during the term of this Lease.

13.1.2 Insurance against all insurable hazards which from time to time are commonly insured against by prudent owners of similar improvements in the Province of Alberta. Such insurance shall without limitation include fire and normal extended perils coverage for the full insurable value of the improvements.

13.2 In the interest of cost sharing, the Landlord may allow the Lessee to obtain insurance as described in 13.1 (13.1.1) and (13.1.2) through the Landlords' policy.

**14. INSPECTION**

14.1 The Lessee shall permit the proper officers of the Landlord or any person or persons to be appointed by it at any reasonable time during the said term hereof, to enter upon the Demised Premises or any part thereof to view the state of repair and condition of the said Lands.

**15. COMPLIANCE WITH LAWS**

15.1 The Lessee agrees that it will at all times and in all respects abide by all laws, bylaws, legislative or regulatory requirements of any governmental or other competent authority relating to the business or activity conducted on the Demised Premises.

**16. NOTICE OF ACCIDENT OR DEFECT**

16.1 The Lessee agrees to give to the Landlord prompt written notice of any accident or of any damage or injury to the Demised Premises or any part thereof however caused, provided that the same may be determined by the Lessee upon reasonable inspection of the Demised Premises.

**17. SIGNS OR OBSTRUCTIONS**

17.1 The Lessee shall not erect or permit to be erected on or about the Demised Premises any sign or obstruction whatsoever without the consent of the Landlord being first given, which consent shall not be unreasonably withheld.

**18. NET AND CARE FREE LEASE**

18.1 It is the intention of both the Landlord and the Lessee that the rent provided for herein shall be absolutely net to the Landlord, so that this Lease shall yield, net to the Landlord the monthly rental specified in this Lease Agreement and each month during any renewal term hereof and that all costs, fees, interest, charges and expenses, reimbursements and obligations of every nature and kind whatsoever related to the Demised Premises which may arise or become due or out of the term of this Lease shall be paid or discharged by the Lessee or reimbursed by the Lessee to the Landlord and recoverable by the Landlord from the Lessee as additional rent.

**19. CUMULATIVE REMEDIES**

19.1 It is understood and agreed that the specific remedies to which the Landlord may resort under this Lease are cumulative and not exclusive of any other remedies to which the Landlord may be lawfully entitled and the Landlord shall be entitled to pursue any and all its remedies against the Lessee concurrently and consecutively and alternatively.

**20. REMOVAL OF LESSEE'S FIXTURES**

20.1 The Lessee shall have the right at any time during the continuance of this Lease to sever and remove all fixtures, equipment and other property of the Lessee placed on the Demised Premises by the Lessee during the term of this Lease, providing always that the Lessee shall repair any damage occasioned to the Demised Premises by such removal. Prior to the termination of the Lease, the Landlord, acting reasonably, may inspect the Demised Premises and advise the Lessee as to the removal of the Lessee's fixtures and repair of the Demised Premises. The Lessee shall, within a reasonable period of time after receipt of written notice given by the Landlord, commence and proceed diligently with the removal of its fixtures, if so requested by the Landlord, and the repairs required to be done by it hereunder.

**21. INCREASE IN INSURANCE RATES**

21.1 The Lessee will not at any time during the said term carry on the Demised Premises any trade, business, occupation or calling or bring upon the Demised Premises any matter or thing, by reason of which the insurance rates of the Landlord shall be increased. In the event that such insurance rates are increased as a result of the Lessee's trade, business, occupation or calling, the Lessee shall pay to the Landlord on its demand the amount of any such increased rate.

**22. ARBITRATION**

22.1 In the event there is any dispute between the parties on any matter and not specifically covered by the Lease, such dispute or other dispute concerning the interpretation, meaning or application of the provisions of this Lease may be submitted to and settled by arbitration and a decision of the arbitrator appointed to

deal with such matter shall be accepted by all parties hereto who hereby agree to do all things required to implement such arbitrator's decision. The arbitration shall be conducted by a single arbitrator if the parties to the dispute agree upon one, otherwise by a single arbitrator appointed by a Judge of the Court of Queen's Bench of Alberta upon the application of any of the parties to the dispute. The award of the said arbitrator shall be final and binding and there shall be no appeal therefrom. The arbitration shall be conducted in accordance with the provisions of the Arbitration Act of Alberta, R.S.A. 1980 chapter E-43, as amended, or other applicable arbitration legislation that may be in force during the term of the Lease.

## **23. RENEWAL**

- 23.1 The Landlord covenants with the Lessee that if the Lessee has fully and regularly paid the said rents and monies payable hereunder and performed all and every of the covenants, provisions and agreements herein and on the part of Lessee to be observed and performed, the Landlord will, at the expiration of the said term, and upon the written request of the Lessee made no later than three (3) months before the expiration of the term hereof, grant to the Lessee a Renewal Lease of the Demised Premises for a further term of one (1) year which renewal term shall be on the same terms and conditions of this Lease excepting only to the amount of rental that shall be paid during the renewal term and any further right of renewal. The rental for the renewal term shall be agreed upon by the Landlord and Lessee forthwith upon receipt by the Landlord of the Lessee's notice indicating its intention to exercise its right of renewal. In the event that the Landlord and Lessee are unable to agree on the rental for the renewal term within one (1) month of receipt by the Landlord of the notice of exercising the right of renewal as aforesaid, the question of the rental amount for the renewal term may be immediately submitted to arbitration in accordance with the terms of Section 22.1 hereof but in all events the monthly rental for the renewal term shall not be less than the monthly rental being paid at the time of arbitration.

## **24. NOTICES**

- 24.1 Any notice to be given by one party hereto to the other shall be in writing and shall either be delivered personally or mailed by prepaid registered mail to the other party at the address shown below. Notice given in any such manner shall be deemed to have been received by the party on the day of delivery or upon Thirty (30) Days after the date of mailing provided that normal postal service is in existence at the time of mailing and for Thirty(30) Days thereafter. Notice shall be given:

**To the Landlord at:**

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

**To the Lessee at:**

The Royal Canadian Legion No. 227  
Box 592  
Smoky Lake, Alberta  
T0A 3C0

Any party may change its address for service from time to time upon notice to that effect. In the event of disruption of normal postage service, any party giving notice hereunder shall be required to deliver the same.

**25. CONDONATION OF DEFAULT**

25.1 Any condoning, excusing or overlooking by the Landlord or any default, breach or nonobservance by the Lessee at any time or times in respect of any covenant, proviso or condition herein contained shall not operate as a waiver of the Landlord's right hereunder in respect of any subsequent default, breach or nonobservance nor so as to defeat or affect in any way the rights of the Landlord hereunder in respect of any subsequent default, breach or nonobservance.

**26. ENTIRE AGREEMENT**

26.1 The Lease contains the entire Agreement between the parties hereto and upon execution hereof all previous verbal and written agreements or other documents between the parties relating to the Demised Premises are rendered null and void.

**27. SUCCESSORS AND ASSIGNS**

27.1 Subject always to Clause 8.1 above, this Lease shall be binding upon and shall ensure to the benefit of the parties hereto and their respective heirs, executors, successors and assigns.

**28. TERMINOLOGY**

28.1 The terms "Lessee" and "Landlord" and the pronouns relating thereto, where used herein shall include the plural and a body corporate where the context or the party or parties hereto so require and the rest of the sentence shall be construed as if the necessary grammatical and terminological changes thereby rendered necessary had been made.

**29. REPEAL OF PREVIOUS BYLAW**

29.1 Bylaw 827-89 is hereby repealed.

IN WITNESS WHEREOF the parties hereto have executed this Lease Agreement as of the day and year first above written.

**SMOKY LAKE COUNTY**

PER: \_\_\_\_\_

PER: \_\_\_\_\_

**THE ROYAL CANADIAN LEGION NO. 227  
SMOKY LAKE**

PER: \_\_\_\_\_

PER: \_\_\_\_\_