

**SMOKY LAKE COUNTY
IN THE PROVINCE OF ALBERTA
BYLAW NO. 1190-09**

BEING A BYLAW TO AUTHORIZE THE SURFACE LEASE OF MUNICIPAL OWNED PROPERTIES PURSUANT TO THE PROVISIONS OF SECTION 61 OF THE *MUNICIPAL GOVERNMENT ACT*, CHAPTER M-26.

WHEREAS an interest has been indicated by persons(s) to lease municipal owned property.

NOW THEREFORE, the Smoky Lake County does hereby lease the following properties for the consideration of a per annum lease payment to equal three and half percent (3.5%) of the assessed value of the said properties, payable for an annual period subject to terms and conditions of the accompanying **Schedule "A": Surface Lease Agreement**. Property may be subject to assessment changes. All properties shall in addition be levied property taxes payable by the leasee.

- | | | | |
|----|-----------------------|---|--|
| 1. | SW 12-61-16-W4 | - | Clear Hills Grazing Reserve
Box 717, Smoky Lake, Alberta T0A 3C0 |
| | 160.00 acres | | Assessment: 6,170 Fee: \$215.95 |
| 2. | NE 23-60-13-W4 | - | Marianne, Adrian & Alton Mazur
Box 364, Vilna, Alberta T0A 3L0 |
| | 160.00 acres | | Assessment: 3,710 Fee: \$129.85 |
| 3. | SW 34-61-13-W4 | - | Alfred Romaniuk
Box 173 Vilna, Alberta T0A 3L0 |
| | 160.00 acres | | Assessment: 5,270 Fee: \$184.45 |
| 4. | SW 8-62-13-W4 | - | John Romaniuk
Box 276, Vilna, Alberta T0A 3L0 |
| | 160.00 acres | | Assessment: 3,930 Fee: \$137.55 |
| 5. | SE-8-62-13-W4 | - | John Romaniuk
Box 276, Vilna, Alberta T0A 3L0 |
| | 160.00 acres | | Assessment: 3,350 Fee: \$117.25 |
| 6. | NE-30-59-14-W4 | - | Helmut & Beverly Rompfer
Box 79, Bellis, Alberta T0A 0J0 |
| | 40.00 acres | | Assessment: 1,110 Fee: \$38.85 |

- 7. **NW 2-61-18-W4** - **Kevin Wawrynychuk**
Box 458, Smoky Lake, Alberta T0A 3C0

160.00 acres Assessment: 12,580 Fee: \$440.30

- 8. **SW 11-61-18-W4** - **Kevin Wawrynychuk**
Box 458, Smoky Lake, Alberta T0A 3C0

160.00 acres Assessment: 5,320 Fee: \$186.20

- 9. Unsurveyed property intersecting river road trails located in the South East of the SW 3-58-15-W4 bordered by S.H. 857 to the west side of S.H. 652 to the north side:
Plan 5022 MC - **Eugene and Larry Minailo**
R.R.1, Willingdon, Alberta T0B 4R0

.82 acres Assessment: 4,050 Fee: \$141.75

- 10. **NE 32-59-14-W4** - **Agnes Amberson**
Box 465, Vilna, Alberta T0A 3L0

160.00 acres Assessment: 4,660 Fee: \$163.10

- 11. Reclaimed Gravel Pit:
SE 9-58-15-W4 - **Zane Huchulak/ Glenda McGinnis**
Box 1055, Smoky Lake, Alberta T0A 3C0

10.00 acres Assessment: 780 Fee: \$ 27.30

REPEAL

That Bylaw NO. 1071-99, be and is hereby repealed.

READ a **FIRST** Time this 27th day of July, AD **2009**.

S E A L

REEVE

CHIEF ADMINISTRATIVE OFFICER

READ a **Second** Time this 17th day of September, AD **2009**.

READ a **Third** and Final Time this 17th day of September, AD **2009** and finally passed by Council.

S E A L

REEVE

CHIEF ADMINISTRATIVE OFFICER

Schedule "A"

SURFACE LEASE AGREEMENT

THIS AGREEMENT made this _____ day of _____, 20__ A.D.

B E T W E E N:

SMOKY LAKE COUNTY
(hereinafter called the "County")

OF THE FIRST PART

A N D

Address: _____
(hereinafter called the "Leasee")

OF THE SECOND PART

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

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

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

1. Pursuant to Section 61 and 425 of the *Municipal Government Act*, R.S.A. Chapter M-26, this lease shall be for a minimum period of **one (1) year**, terminating December 31st of each year and be renewed indefinitely subject to Clause 2 of this agreement.
2. The County does have the option to not renew and/or to cancel this Surface Lease Agreement at any time.
3. The Leasee does have permission to erect a fence on the said property to contain livestock:
 - 3.1 any brush clearing and other land improvements shall require specific Council permission.
4. This lease shall be solely for agricultural purposes.

- 5. Should the County wish to exercise Clause #2 of this Agreement and if the Lessee has erected a fence, the County shall ask to be removed, as well as any / all other improvements be removed:
 - 5.1 The County shall not be responsible in any manner whatsoever to reimburse the Lessee for any improvements.

- 6. The Lessee shall not have any right or permission to enter into any Agreement with any other person or Company in respect of this property, nor have the any right to any monies or minerals and the right to work same.

- 7. The Lessee shall be required to pay an annual lease payment to the County prior to **November 1st** of each year based upon THREE AND ONE-HALF PERCENT (3.5%) of the properties assessed value, subject to reassessment.
 - 7.1 At present the property is assessed at _____ AND the lease payment is \$ __ per year.

- 8. The Lessee shall be required to pay all property taxes on the said lease.

- 9. This agreement shall continue in force for an undetermined period, but may be terminated by the lease giving notice in writing to the County at least THREE (3) MONTHS prior to the desired termination date. The County shall have the privilege of cancelling this Agreement at any time.

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

LEASEE

Date

CHIEF ADMINISTRATIVE OFFICER

Date