

## **TOWN OF ELK POINT**

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P.O. Box 448  
Elk Point, Alberta  
T0A 1A0

File No. 16-218

August 12, 2016

County of St. Paul No. 19  
5015-49 Avenue  
St. Paul, Alberta  
T0A 3A4

ATTENTION: Sheila Kitz, Chief Administrative Officer

Dear Sheila,

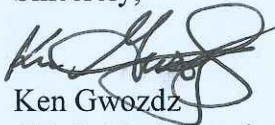
RE: Proposed Lease Agreement  
Elk Point & District Airport  
Legal: SE-2-57-6-W4th & SW-1-57-6-W4th (Plan 832-0524)

Town Council approved the Proposed Lease Agreement with the Province as per motion #16-352.

Please return three (3) signed and sealed or witnessed copies of the Lease Agreement so we can forward to the Province for their signature.

Thank you.

Sincerely,



Ken Gwozdz  
Chief Administrative Officer  
Town of Elk Point

C.c Elk Point Municipal Airport Authority  
C.c Town of Elk Point Council

LEASE AGREEMENT

THIS AGREEMENT made the 1<sup>st</sup> day of October, A.D., 2016.

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF ALBERTA, AS REPRESENTED BY THE MINISTER OF  
TRANSPORTATION

(hereinafter called the "Lessor")

OF THE FIRST PART

AND

THE TOWN OF ELK POINT in the PROVINCE OF ALBERTA

OF THE SECOND PART

AND

THE COUNTY OF ST. PAUL NO. 19 in the PROVINCE OF ALBERTA

(hereinafter referred to as the "Lessees")

OF THE THIRD PART

**WHEREAS** the Town and County are desirous of jointly operating a municipal airport on those lands hereinafter described;

**NOW THEREFORE**, WITNESSETH that in consideration of the rents, covenants, and agreements hereinafter reserved and contained and on the part of the Lessees to be paid, kept, observed, and performed, the Lessor by these presents doth demise and lease unto the Lessees as tenant, all that certain parcel or tract of land (hereinafter called the "Lands") situated in the Province of Alberta, and being more particularly described as follows and as shown in "red" on Plan AP-58, which is attached as an Appendix to this Lease, namely:

Part of S.E. ¼ Sec. 2-57-6-W4 - ± 7.00 hectares

Part of S.E. ¼ Sec. 1-57-6-W4 - ± 27.86 hectares

**For a total of - ± 34.86 hectares**

1. The term of this Agreement will be effective from October 1<sup>st</sup>, 2016 until September 30<sup>th</sup>, 2026 subject to the rents hereby reserved and the agreements, conditions, covenants, exceptions, stipulations, and reservations contained herein. The parties may

jointly agree to review or amend this Agreement from time to time provided that all parties agree to review and amend.

2. During the term of the lease, the Lessor will permit the Lessees use of the land and the buildings thereon only for use as an airport and other ancillary purposes such as the provision of security services.
3. The lands and buildings now or hereafter to be erected thereon shall be used by the Lessees solely for the purpose for which the Lessees have been granted, and the Lessees will not use the lands for any other purpose whatsoever without having previously obtained in writing the consent to do so of the Lessor.
4. That the Lessees hereby agree to assume complete responsibility for the administration, and operation of the airport. The Lessor will retain complete responsibility for the maintenance of the airport lands and related facilities, which without restricting the generality of the foregoing, shall include all airport services, runways, fences, hangars, shops, terminals and other buildings, airport lighting, facilities, airport maintenance equipment, and other airport-related appurtenances, which exist now and hereafter.
5. That the Lessees agree to operate on the lands a publicly licensed airport in accordance with Federal Ministry of Transportation Airport Licencing Requirements and that it shall allow complete use of the airport by the general aviation public, having regard however, for the necessary closing of the airport to airport traffic when construction and repair or airport conditions necessitate such closing.
6. That the Lessees shall not, during the said term, transfer or assign the lands or any part thereof or otherwise by an act, omission, or deed procure the lands or any part thereof to be transferred or assigned or sublet without obtaining the Lessor's prior consent in writing, excepting those lots located in the designated building development area that may be required for aviation purposes.
7. That the Lessees shall pay all rates, taxes, and charges whatsoever imposed in respect of the lands during the said term.
8. That the Lessees agree to at all times indemnify and save harmless the Lessor from and against all claims and demands, loss, costs, damages, actions, suits, or other proceedings by whosoever made, brought, or prosecuted, in any manner based upon, occasioned by, or attributable to the execution of these presents or any action taken of things done or maintained by virtue hereof, or the exercise in any manner of rights arising hereunder except claims for damage resulting from the negligence of any officer or servant of the Lessor while acting within the scope of his duties or employment.



9. Unless otherwise agreed on with the Lessor, the Lessees shall insure and keep insured its exposure to loss of physical damage to the airport, the facilities, and equipment belonging thereto, and also its exposure to liability arising out of its administration and operation of the airport.
10. That no waiver on behalf of the Lessor for any breach of any provisos, restrictions, conditions, or stipulations contained herein, whether negative or positive in form, shall take effect or be binding upon the Lessor unless expressed in writing, and any waiver so expressed shall not limit or affect the Lessor's rights with respect to any other or future breach.
11. Any notice required or permitted to be given hereunder shall be sufficiently given if mailed by registered mail to the parties as follows:

The Lessor:

Director – Aviation Branch  
Regional Transportation  
Alberta Transportation  
2<sup>nd</sup> Floor, Twin Atria  
4999- 98 Avenue  
Edmonton, AB  
T6B 2X3

The Lessees:

Chief Administrative Officer  
Town of Elk Point  
Elk Point, AB  
T0A 1A0

Chief Administrative Officer  
County of St. Paul No. 19  
St. Paul, AB  
T0A 3A4

or to such other addresses as either party may hereafter and from time to time notify the other in writing of.

12. The Lessees will pay unto the Lessor the sum of one dollar (\$1.00), the receipt of which is hereby acknowledged.
13. The Lessor covenants with the Lessees that upon it, the Lessees paying the rent and other rates, assessments and taxes hereinbefore agreed to be paid, and performing covenants hereinbefore on the Lessees' part contained, shall and may peaceably possess and enjoy the lands for the term hereby grants without any interruption or disturbance from the Lessor or any person lawfully claiming by, from or under it except as herein provided.
14. The Lessees further covenant that if during the said term a breach or default occurs in any covenants, provisos, or conditions herein contained which on the part of the Lessees ought to be observed or performed, then the Lessor may enter upon the lands and thereafter have, possess, and enjoy them as if this Agreement had never been made.
15. This Agreement shall enure to the benefit of and be binding upon the parties herein and their respective heirs, successors, and assigns.

**IN WITNESS WHEREOF** the parties have hereunto executed this Agreement as of the date first written above.

SIGNED, SEALED, AND DELIVERED  
in the presence of:

**HER MAJESTY THE QUEEN IN RIGHT OF  
ALBERTA, AS REPRESENTED BY THE  
MINISTER OF TRANSPORTATION (Lessor)**

Per: \_\_\_\_\_  
**Minister of Transportation**

\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Witness**

\_\_\_\_\_  
Printed Name

COUNTY OF ST. PAUL NO. 19

Per: \_\_\_\_\_  
Reeve

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Printed Name

TOWN OF ELK POINT

Per: \_\_\_\_\_  
Mayor

\_\_\_\_\_ *PARRISH TUNING* \_\_\_\_\_  
Printed Name

\_\_\_\_\_ *K. H. H.* \_\_\_\_\_  
Witness

\_\_\_\_\_ *Ken Cwodzi* \_\_\_\_\_  
Printed Name