

This Agreement made this _____ day of _____, 20____.

BETWEEN:

County of St. Paul No. 19
A municipal corporation in the Province of Alberta
(Hereinafter called the "County")

OF THE FIRST PART

-and-

Atco Electric Ltd.
Of _____, in the Province of Alberta
(Hereinafter called the "Atco Electric")

OF THE SECOND PART

LICENSE OF OCCUPATION

WHEREAS the County has direction, control and management of the undeveloped road allowance described in Schedule "A" (the "Road"); and

WHEREAS Atco Electric wishes to use a portion of the Road for an overhead guy wire
~~placement of a tower~~; and

WHEREAS the County may, pursuant to the *Traffic Safety Act*, enter into a License of Occupation allowing ~~temporary the~~ occupation and use of a road allowance when such road allowance is not required for public use; and

NOW THEREFORE this Agreement witnesses that in consideration of the premises, the covenants herein contained and other good and valuable consideration, the parties hereby agree as follows:

IN CONSIDERATION OF ZERO (\$00.00) DOLLARS plus G.S.T. now paid and exchanged between the parties hereto, the receipt and sufficiency of which is acknowledged, and of the promises and covenants herein contained and for other good and valuable consideration, the parties hereby agree as follows:

1. Subject to the terms of this License, the County grants to Atco Electric rights to use and occupy that portion of the Road necessary for an overhead guy wire~~purposes of placement of a Tower~~ in the area illustrated on Schedule "B" (the "Tower").

2. Atco Electric is hereby entitled to use and occupy the portion of the Road necessary for a normal operation, use, maintenance and repair of the Tower provided that no provision herein shall restrict, hinder or prohibit the County's use of the Roads for other uses as may be approved for the Road. With respect to any work carried out by Atco Electric in or on the Road and with respect to Atco Electric's Tower on the Road, Atco Electric shall:
 - a. provide all materials, equipment and labor;
 - b. restore the Road, including any surface disturbance, insofar as is practical to their former condition upon removal of the Tower from the Road; and
 - c. provide to the County a contact person and contact information, in case of emergency.
3. Atco Electric shall at all time and at their own expense keep and maintain the Tower in good and sufficient repair to the reasonable satisfaction of the County.
4. Neither party shall be considered in default in performance of its obligations under this Agreement, to the extent that the performance of such obligations is delayed by circumstance which are beyond the control of the County or Atco Electric; provided however, Atco Electric shall not be in default in the performance of any of its covenants or obligations under this Agreement until the County has notified Atco Electric of such default and Atco Electric has failed to commence timely action to remedy the same upon receipt of such notice.
5. If Atco Electric violates any provision of this Agreement, all rights accruing to Atco Electric under this Agreement shall, unless the County otherwise decides, cease upon THIRTY (30) DAYS written notice if ~~not remedied~~ATCO Electric has not begun to take steps to remedy the violation within that period, but the County shall retain the right to proceed with the enforcement of any security or indemnity provided in satisfaction of any claim, loss or expense of any kind whatsoever arising under this Agreement.
6. Atco Electric shall indemnify and hold harmless the County against all actions, suits, claims, demands and expenses made or suffered by any person or persons, in respect of

any loss, injury, damage or obligation to compensate, arising out of, or in connection with, or as a result of the development of the Tower. Atco Electric shall carry general liability insurance in the amount of at least \$2 Million which shall provide coverage to the County as a named insured, in respect of any loss, injury or damage arising out of, or in connection with the use of the Tower and any breach by Atco Electric of the terms and conditions of this Agreement, and this obligation shall survive the expiration or termination of this Agreement.

7. The County's officers, employees, agents and contractors and invitees shall have the right at any time to enter upon the Road for the purpose of using the Road, reconstruction, maintaining, repairing or inspecting the Road or improvements thereto. The County shall in undertaking such activities use reasonable efforts to cause its officers, employees, agents and contractors to minimize disruption or damage to ~~the pipeline crossing~~[ATCO Electric's facilities](#) and shall repair or replace any damage to the Tower which occurs pursuant to such activities to the extent that any loss, damage or injury shall have been caused by the acts of the County's officers, employees, agents or contractors.
8. If any section, subsection, sentence, clause or phrase of this Agreement is for any reason held to be invalid by the decision of a Court of competent jurisdiction, the invalid portion shall be severed and the decision that it is invalid shall not affect the validity of the remainder of this Agreement.
9. This Agreement shall enure to the benefit of and be binding upon the parties hereto notwithstanding any rule of law or equity to the contrary; and this Agreement shall be governed and construed in accordance with the laws of the Province of Alberta.
10. Atco Electric shall be liable for and pay all taxes, rates and assessments of every description whatsoever, that may be imposed by any lawful authority, by reason of the presence of the Tower, or by reason of this Agreement or of anything done pursuant to this Agreement and shall indemnify the County from and against all such taxes, rates and assessments.
11. In the case of default by Atco Electric in carrying out any of the provisions of this Agreement, the County may give Thirty (30) days' notice thereof to Atco Electric to rectify same, and Atco Electric covenants and agrees to proceed with due diligence to

carry out the same. If Atco Electric fails to proceed to remedy such default within the said Thirty (30) day period, will cause the termination of this Agreement.

12. As required by the *Traffic Safety Act*, the County may terminate this Agreement upon 30 days written notice to Atco Electric if the County, in its sole discretion, determines that the Road is required for a municipal or other public purpose, where upon ATCO Electric shall have six months to file applications with all applicable regulatory agencies seeking all necessary approvals to relocate any of its facilities. Upon receipt of all necessary approvals, ATCO Electric shall have six months to complete the relocation of its facilities.
13. This Agreement shall be for Twenty (20) years from the date above stated, unless earlier terminated. If Atco Electric is not in default of any provisions of this Agreement (having received notice of said default as per clause 11 of this Agreement), this License shall be automatically renewed for a further Ten (10) year term and shall include this right of renewal~~(excluding the right of renewal)~~.
14. In the event that Atco Electric and the County cannot agree on compensation for the subsequent ten (10) year term or for damages to the Roads, the matter at issue will be determined by three independent arbitrators in accordance with the provisions of the arbitration legislation then in force in the province of Alberta. Where the matter at issue is to be determined by arbitration, one arbitrator will be appointed by Atco Electric, one by the County, and the third by the other two arbitrators so appointed, and the decision of any two of such three arbitrators shall be final and conclusive. The appointed arbitrators shall determine the responsibility for the arbitration costs.
15. All notices, reports and other communications required or permitted by this Agreement shall be deemed to have been properly given and delivered when delivered by hand or sent by written telecommunication or registered mail with all postage or charges fully prepaid and addressed to the parties, respectively, as follows:

County of St. Paul
5015 - 49 Avenue
St. Paul, AB T0A 3A4

(P) 780-645-3301

Attention: Sheila Kitz

Atco Electric Ltd.

Lands and Properties

10035 – 105 Street NW

PO Box 2426 Station Main

Edmonton, Alberta T5J 2V6

(P) 1-866-600-0022

Attention:

or to the latest known address of the party concerned, as furnished pursuant to subsection (c) of this section.

Comment [SJ1]: Please clarify. This appears to be an error?

Any notice, report or communication so mailed shall be deemed to have been received by the addressee fourteen (14) days after posting thereof. In all other instances, the date of receipt by addressee shall be the date of actual delivery at the said address.

Either party may change its address for the purposes hereof by giving written notice thereof to the other party at its latest known address.

This Agreement is and shall be binding upon and ensure to the benefit of the parties hereto, their executors, administrators, successors and assigns, as the case may be.

16. In the event of any conflict between a metric and imperial expression of measurement in this agreement, the metric expression of measurement shall govern.

IN WITNESS WHEREOF, the parties hereto have hereunder executed these presents as of the day, month, and year first above written.

COUNTY OF ST. PAUL

Per:

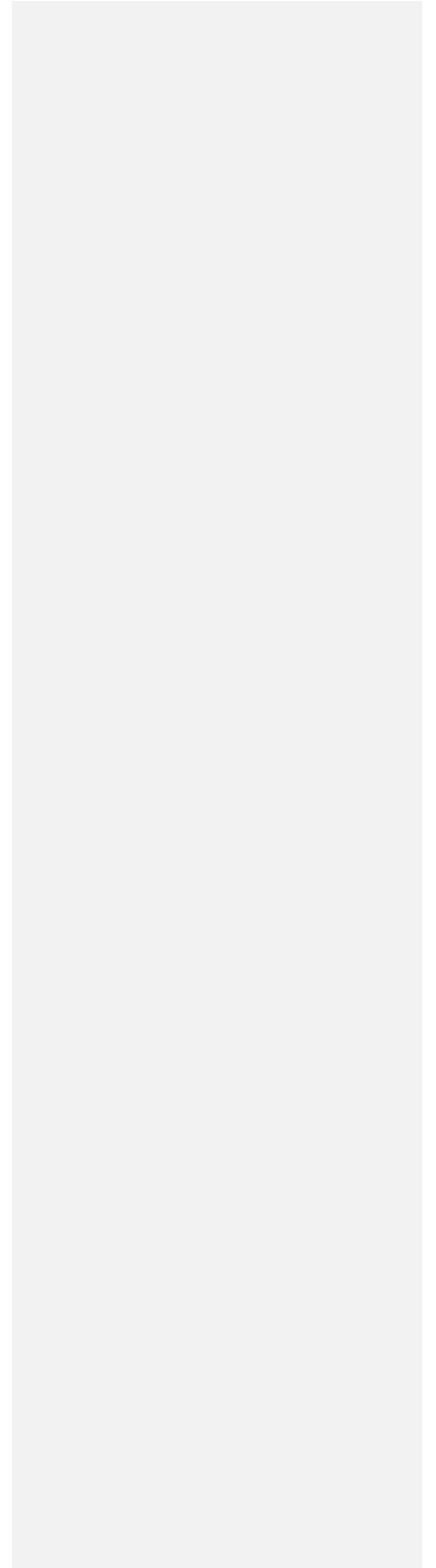
_____ (c/s)

ATCO ELECTRIC LTD.

Per:

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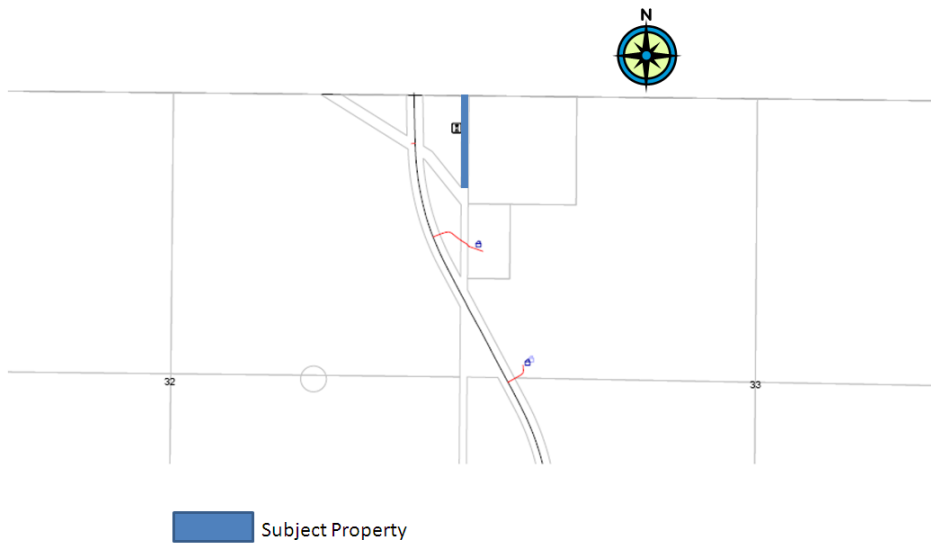
_____ (c/s)



SCHEDULE "A"

Description of Road

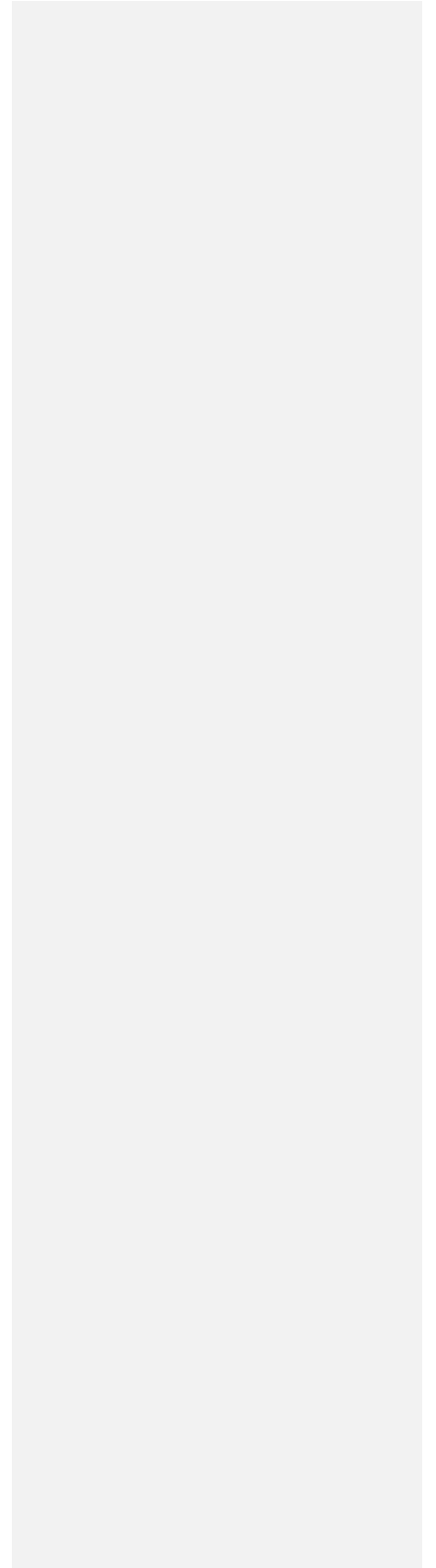
Portion of Range Road 124, between NE 32-62-12-W4M and NW 33-62-12-W4M



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SCHEDULE "B"

Sketch of placement of Tower



Geographic Coordinate Value at Tower Site Boundary Centroid = N54.4121, W111.7542

