

LEASE AND TRANSFER AGREEMENT

STRATHCONA COUNTY

TO

THE BOARD OF TRUSTEES OF
ELK ISLAND PUBLIC SCHOOLS REGIONAL DIVISION NO.14

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This lease and transfer agreement made effective this ____ day of _____, 2017.

BETWEEN:

STRATHCONA COUNTY
(hereinafter referred to as the "County")

AND

THE BOARD OF TRUSTEES OF ELK ISLAND PUBLIC SCHOOLS REGIONAL
DIVISION NO. 14
(hereinafter referred to as the "Board")

WHEREAS:

- A. The County is the registered owner of the Lands legally described in Schedule "A";
- B. Prior to 1994, the County was a school authority;
- C. In 1994, the Province of Alberta directed the separation of school authorities from municipalities;
- D. A portion of the area under the authority of the Board is comprised of the area which was previously under the school authority of the County prior to the establishment of the Board;
- E. On July 12, 1994, the County entered a Regional Agreement for the Establishment of a Regional Division regarding the transfer of assets to the Board;
- F. On July 21, 1994, the then Minister of Education Halvar Johnson approved the Regional Agreement for the Establishment of a Regional Division and on July 26, 1994, the then Minister of Municipal Affairs Steve West approved the Regional Agreement for the Establishment of a Regional Division;
- G. On October 13, 1994, the Board was established by Ministerial Order OC 579/94;
- H. By Ministerial Order 082/94 effective January 1, 1995, the Province of Alberta declared that "all assets and liabilities of The County of Strathcona No. 20 relating to the provision of educational services in The County of Strathcona No. 20 are transferred to The Board of Trustees of Elk Island Regional Division No. 14." (the "Direction");
- I. On April 24, 1995, the County and the Board entered a lease for a term of 25 years, with a renewal of 25 years (the "1995 Lease");
- J. Under the 1995 Lease, the Board leased the Lands, as well as two other parcels:

Colchester Elementary School

Plan 1932KS

Lot (A) containing 5.17 hectares (12.78 Acres)

More Or Less

Excepting Thereout: .255 Hectares (0.63) Of An Acre More Or Less

For Road As Shown On Plan 4678PX

Excepting Thereout All Mines And Minerals

SW 4-52-23-4

And

Colchester School Lagoon

Plan 4921KS

Lot 1 PUL (Public Utility Lot)

Containing 2.85 Hectares (7.05 Acres) more or less

Excepting thereout all mines and minerals

NW 33-51-23-W4

- K. The Board holds a beneficial interest in the Leased Lands and owns the Facilities;
- L. On December 21, 2011, the Board transferred the title to Colchester Elementary School into its name;
- M. The County and the Board disagree on whether the County had complied with the Direction (the "Dispute");
- N. On August 29, 2012, the County and the Board entered into a Reciprocal Use Agreement which deals with the use by each party of the other party's facilities, including the sharing of maintenance obligations and the sharing of the costs of maintenance;
- O. The County and the Board have each commenced a claim in the Court of Queen's Bench against the other with respect to the Dispute; and
- P. The County and the Board have reached a settlement of the Dispute and have entered into a settlement agreement of even date pursuant to which the parties have agreed to enter into this Agreement.

NOW THEREFORE in consideration of the grant of leasehold interest, rents payable, the agreement to transfer the Leased Lands and the mutual covenants contained within this Agreement, the parties hereby agree as follows:

1. **ARTICLE 1 DEFINITIONS**

- 1.1. In this Agreement the following terms have the following meanings:

- a) "Act" means the Municipal Government Act, RSA 2000, c.M-26 as amended, supplemented or replaced from time to time, and any regulations thereunder;
- b) "Agreement" means this lease and transfer agreement, as from time to time amended in writing by agreement between the County and the Board;
- c) "Appraisal Date" means the day which is 60 days from the date of the Exercise Date;
- d) "Commencement Date" means the date of this Agreement;
- e) "Declaration" means a declaration by the Minister that the Facility on one or more parcels of the Leased Lands is surplus;
- f) "Development" means the Leased Lands and the Facility;
- g) "Equipment" means all electrical, plumbing, heating, air-conditioning, and ventilating equipment and systems required in order to operate the Facility, together with all replacements of and additions to the equipment;
- h) "Exercise Date" means the date of the Option Notice;
- i) "Facility" means all improvements constructed upon the Leased Lands, together with all Equipment, Parking Areas and Landscaping constructed or located on the Leased Lands, as they may exist from time to time;
- j) "Fair Market Value" of the Optioned Property shall be the fair market value for the Optioned Property which would reasonably be obtained from an arm's length purchaser in the market then prevailing determined as at the Exercise Date for the relevant Leased Lands, the Facility located thereon and all other improvements, buildings and structures, located thereon;
- k) "Force Majeure" means any event causing a bona fide delay in the performance of an obligation under this Agreement (other than as a result of financial incapacity) and not caused by an act or omission of either party, or a person not at arm's length with such party, resulting from:
 - (i) an inability to obtain materials, goods, equipment, services, utilities or labour;
 - (ii) any statute, law, by-law, regulation, order in council, or order of any competent authority other than one of the parties;
 - (iii) an inability to procure any license, permit, permission, or authority necessary for the performance of such obligations, after every reasonable effort has been made to do so;

- (iv) a strike, lockout, slowdown, or other combined action of workers; or
- (v) an act of God;
- l) "Hazardous Substances" means toxic, hazardous, dangerous or potentially dangerous substances of any kind whatsoever including, without restricting the generality of the foregoing, urea formaldehyde, asbestos, PCB transformers and those elements, materials, substances or compounds which are regulated by federal, provincial or local statute, law, code, rule, regulation order or decree including, but not limited to, the *Environmental Protection and Enhancement Act*, R.S.A. 2000, c.E-12, as amended, supplemented or replaced from time to time, and any regulations thereunder, regulating, relating to or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous or potentially dangerous waste, substance or material of any kind or nature whatsoever;
- m) "Lands" means those lands legally described in Schedule "A";
- n) "Landscaping" means and all landscaping that may be required or desirable in connection with the construction, maintenance or use of the Facility;
- o) "Leased Lands" means that portion of the Lands as shown outlined in red in Schedules "B1 to B18";
- p) "Minister" means the Minister of Education;
- q) "Option Price" means the price to purchase the Optioned Property;
- r) "Optioned Property" means the Facility and the Board's interest in the Leased Lands upon which the Facility is which is the subject of a Declaration;
- s) "Option to Purchase" means the County's option to purchase each Optioned Property;
- t) "Parking Areas" means all that portion of the Development designated by the Board from time to time for the parking of vehicles;
- u) "Reciprocal Use Agreement" means the reciprocal use agreement between the County and the Board, dated August 29, 2012 with respect to the use by each party of the other party's facilities including the sharing of maintenance obligations and the sharing of the costs of maintenance, excepting the maintenance of any ornamental beds, with or without flowers, shrubs or trees as the same may be extended, renewed, amended or replaced from time to time;
- v) "Reciprocal Use Amending Agreement" means the amendment to the Reciprocal

Use Agreement to be entered into by the County and Board concurrently with the execution of this Agreement, as contemplated in Paragraph 8.2;

- w) "Rent" means the rent payable by the Board pursuant to Paragraph 5.1 of this Agreement, together with any other sums, amounts, costs or charges as may be required to be paid by the Board to the County pursuant to the terms of this Agreement;
- x) "School Act" means the *School Act*, R.S.A. 2000, c.S-3 as amended, supplemented or replaced from time to time, and any regulations thereunder including the Disposition of Property Regulation; and
- y) "Term" means the term of this Agreement as set out in Paragraph 3.1 of this Agreement.

1.2. Schedules. The following schedules form part of this Agreement:

- a) Schedule "A" – the Lands;
- b) c and
- c) Schedule "C" – Fair Market Value.

2. ARTICLE 2 DEMISE

2.1. Demise of Leased Lands. In consideration of the rents, covenants, conditions and agreements contained within this Agreement to be paid, observed and performed by the Board, the County leases the Leased Lands to the Board subject to the restrictions and covenants set out in this Agreement.

3. ARTICLE 3 TERM OF AGREEMENT

3.1. Term. The term of this Agreement shall be for 20 years commencing on the Commencement Date and expiring on the ___ day of _____, 2037, subject always to earlier termination or renewal of this Agreement and the Term as provided in this Agreement.

3.2. Option to Renew. The Board shall have the option to renew this Agreement for One (1) further term of 20 years, commencing upon the expiration of the Term, upon the following terms and conditions:

- a) the Board may exercise the option to renew by delivering written notice to the County of the intention to exercise the option;
- b) the Board must exercise its option to renew no earlier than 12 months before the expiration of the Term, and no later than 6 months before the expiration of the

Term; and

- c) upon the Board exercising its option to renew, this Agreement shall be extended for a further term of 20 years upon the same terms and conditions as contained within this Agreement save and except that there shall be no further option to renew beyond the renewal option as specifically described above, subject to Paragraph 3.3.

3.3. Additional Renewal Terms. Notwithstanding the foregoing, in the event that the Board requires the Leased Land upon the expiration of the renewal term as provided for above, the County and the Board may agree to extend or otherwise renew this Agreement for such further and additional term(s) as may be mutually agreeable to the parties, or enter into such new agreement containing such terms as the parties may mutually agree upon.

4. ARTICLE 4 EXAMINATION OF LANDS

4.1. "As Is, Where Is". The County shall provide, and the Board shall accept, the Leased Lands in as is, where is condition.

4.2. Satisfactory Condition. Without limiting the foregoing, the Board agrees that:

- a) the County or its agents or employees has not made any promise or collateral agreement to alter, remodel, decorate or improve the Leased Lands, the Lands or any property neighbouring or surrounding the Lands;
- b) the County or its agents or employees have made no warranties or representations whatsoever respecting the Leased Lands (including, without restriction, the condition or quality of the Leased Lands, or its suitability for the purposes and use intended by the Board); and
- c) the Board has examined the Leased Lands and as at the date of this Agreement the Leased Lands are in good order, ready for occupancy and in satisfactory condition.

5. ARTICLE 5 RENT

5.1. Base Rent. The Board shall pay the County the base rent of the sum of ONE DOLLAR (\$1.00) for the entire Term of this Agreement and any renewal of the Agreement, payable in advance on or before the Commencement Date.

5.2. Net Lease. The County and the Board hereby covenant and agree that for all purposes that the lease granted herein shall be a net lease for the County, and that save and except for as specifically set forth in this Agreement, the County shall not be responsible for any cost, charge, expense or outlay of any nature whatsoever arising from or relating to the Leased Lands, the Facility, or any impositions, costs and expenses of every nature and kind relating to the Leased

Lands and the Facility whether or not specifically provided for within this Agreement. The Board shall pay all such costs promptly when due. To the extent that any such costs are paid by the County the Board shall reimburse the County immediately upon demand, such sums being collectable in the same manner as Rent.

5.3. Additional Costs. In addition to the payment of Rent as set forth in Paragraph 5.1 of this Agreement, the Board shall be responsible for payment of all servicing costs incurred in the construction of any services within the Leased Lands.

6. ARTICLE 6 TAXES

6.1. The Board's Taxes. The Board shall pay when and if they shall become due and payable, all real estate taxes, assessments, rates and charges and other government impositions, general or special, ordinary or extraordinary, foreseen or unforeseen, of every kind, including assessments for local or public improvements and school taxes which may at any time during the Term or any renewal term be imposed, assessed or levied, in respect of the Development and Board's leasehold interest in the Leased Lands and all fixtures and improvements from time to time located on the Leased Lands, or which, howsoever imposed, might constitute a lien on the Development or any part thereof or a liability of the County. The Board shall furnish to the County, within 30 days of receipt of a written request from the County, official receipts or other proof satisfactory to the County evidencing the payment of the taxes.

6.2. Goods and Services Tax. The Board shall be responsible for the payment of any and all Goods and Services Tax pursuant to the Excise Tax Act, or other value-added tax which may be imposed in place of or in addition to the Goods and Services Tax, which may become payable in respect of any sums to be paid pursuant to the terms of this Agreement.

7. ARTICLE 7 OWNERSHIP AND RIGHT OF FIRST REFUSAL

7.1. Ownership. The County acknowledges and agrees that the Leased Lands are beneficially owned by the Board, and subject to the terms of this Article 7, legal ownership of the Leased Lands shall be transferred to the Board as set forth in this Article 7.

7.2. Surplus. If the Minister makes a Declaration, and the Minister does not direct that the Board dispose of the relevant Facility pursuant to Section 200(3) of the *School Act*, the Board grants to the County an option to purchase the Optioned Property.

7.3. Option to Purchase. The County shall have an Option to Purchase from the Board at the Option Price for each Optioned Property as follows:

- a) The area of each Optioned Property, over which the Board has a beneficial interest, is the area identified in Schedule "B" to this Agreement.
- b) The Board shall notify the County in writing of the Declaration.

- c) The County may exercise its Option to Purchase the Optioned Property at any time within 30 days from receipt of the Board's written notification of the Declaration.
- d) If the County does not, within the 30 day period, notify the Board in writing that it is exercising its Option to Purchase, the County shall be deemed not to have exercised the Option to Purchase and the Option to Purchase with respect the Optioned Property shall be of no further force or effect.
- e) If the County does exercise its Option to Purchase, the Board shall forthwith notify the Minister in writing to obtain ministerial approval. When the Board receives ministerial approval, the Board shall provide a copy of the ministerial approval to the County.
- f) If the Minister does not approve the sale to the County, the Board shall forthwith provide the County with written notice of the Minister's refusal.
- g) Upon the exercise of its Option to Purchase, the County shall purchase such Optioned Property at the Option Price on an as is, where is condition. The Option Price shall be determined in accordance with Schedule "C".
- h) Subject to paragraph 7.3(i), the County shall pay the Board the Option Price within 90 days of the determination of the Option Price.
- i) If, at the date of determination of the Option Price, the Board has not obtained the approval of the Minister for the sale, the timing of the County's obligation to pay starts from the date the Board notifies the County in writing of the ministerial approval. The County is not obliged to pay the Option price unless the Board obtains the approval of the Minister for the sale.
- j) The County's right to purchase, and the Board's obligation to sell, any Optioned Property is subject to the provisions of the *School Act*, including any required ministerial approval.

7.4. Transfer of Leased Land to the Board.

- a) The following properties are governed by the provisions of paragraph 7.4:
 - (i) Any Optioned Property for which the County does not exercise the Option to Purchase or is deemed to have not exercised the Option to Purchase;
 - (ii) Any Optioned Property for which any consent, authorization, approval or other requirement under the *School Act*, including any required ministerial approval, is not obtained;

- (iii) Any Leased Lands related to any Facility which is subject to a direction from the Minister of Education requiring the Board dispose of the Facility pursuant to Section 200(3) of the *School Act* or any other similar provision of any successor legislation; or
 - (iv) Any Leased Lands for which the Minister has not made a Declaration before the expiration or earlier termination of this Agreement or any renewal of this Agreement.
- b) The County shall make an application for subdivision to the subdivision authority to subdivide the Leased Lands referred to in paragraph 7.4(a) from the remainder of the Lands and make diligent efforts to achieve subdivision.
- c) The County shall make an application for subdivision:
 - (i) For the Leased Lands referred to in paragraph 7(4)(a)(i), as soon as commercially reasonable, but in any event, within 6 months following the County's receipt of the Option Notice;
 - (ii) For the Leased Lands referred to in paragraph 7(4)(a)(ii), as soon as commercially reasonable, but in any event, within 6 months following the later of the County's receipt of the Option Notice and the County's receipt that the Minister has not granted approval of the sale;
 - (iii) For the Leased Lands referred to in paragraph 7(4)(a)(iii), as soon as commercially reasonable, but in any event, within 6 months following the County's receipt of written notification from the Board that the Minister is requiring the Board to dispose of the Facility pursuant to Section 200(3) of the *School Act* or any other similar provision of any successor legislation; or
 - (iv) For the Leased Lands referred to in paragraph 7(4)(a)(iv), as soon as commercially reasonable, but in any event, within 6 months following the termination or expiry of this Agreement or any renewal of this Agreement, as applicable;
- d) The County and the Board shall share equally all costs and expenses for the subdivision.
- e) The County shall invoice the Board for the Board's share of the costs and expenses. The Board shall pay its share within 30 days of receipt of the County's invoice.
- f) Upon the subdivision of such Leased Lands from the remainder of the Lands, the County shall take the steps required under the Act to remove the designation of

“municipal reserve” from the newly created lot and to replace it with a “school reserve” designation.

- g) Upon the subdivision of such Leased Lands from the remainder of the Lands, the County shall provide the Board with a transfer in registrable form of the newly created lot to the Board. Upon such transfer, the newly created lot no longer forms part of the Lands or the Leased Lands. The Board agrees that the County has no obligations for maintenance in respect of any newly created lot transferred to the Board, other than as set out in the Reciprocal Use Agreement or any other agreement between the County and the Board.

7.5. Caveat. The Board shall be entitled to register a caveat against title to the Lands with respect to its rights hereunder, but shall not be entitled to register a copy of this Agreement against the title to the Lands. If the County exercises its Option to Purchase with respect to any Leased Lands, the Board shall provide the County with a registerable discharge upon the payment of the purchase price.

7.6. Survival. The rights and obligations of the parties contained within this Paragraph 7 shall survive the expiration and termination of this Agreement for any reason whatsoever.

8. **ARTICLE 8 QUIET ENJOYMENT AND RECIPROCAL USE AGREEMENT**

8.1. The Board's Quiet Enjoyment. Subject to the terms, covenants and conditions contained in this Agreement, the County covenants that upon the Board duly performing and observing all its covenants and obligations contained in this Agreement the Board shall and may peaceably possess and enjoy the Leased Lands for the Term and any renewal term without any disturbance or interruption from the County or any other person using the Leased Lands, other than through the Reciprocal Use Agreement.

8.2. Amending the Reciprocal Use Agreement. Concurrently with the execution of this Agreement, the County and the Board shall enter into the Reciprocal Use Amending Agreement.

8.3. Changes to the Reciprocal Use Agreement. The County and the Board agree that the only changes to Reciprocal Use Agreement required to fulfill the obligations under section 8.2 shall be amendments:

- a) to remove references to Colchester Elementary School from the Reciprocal Use Agreement;
- b) subject to section 8.3(c), to reduce the amount the Board pays the County for grounds maintenance pursuant to Schedule F1, section 2a from 45% to 10%, which change shall be in effect for so long as the Lease and Transfer Agreement is in effect unless expressly agreed to in writing by the Board;

- c) to include terms which provide that once the Board obtains title to a newly created lot as provided for in Article 7:
- (i) the amount the Board pays the County for grounds maintenance for the newly created lot pursuant to Schedule F1, section 2a reverts to 45%. Within a reasonable time after the Board obtains title to the newly created lot, the parties shall amend the Reciprocal Use Agreement to reflect the change in grounds maintenance costs. The effective date of the change in grounds maintenance costs shall be the date the Board obtains title to the newly created lot;
 - (ii) despite section 8(3)(c)(i), for so long as the newly created lot is used for the purposes of “Public Education” as that term is defined in the County’s Land Use Bylaw in effect as of the date of this Agreement, the newly created lot remains part of the Reciprocal Use Agreement and the amount the Board pays the County for grounds maintenance pursuant to Schedule F1, section 2a remains at 10%. The County and the Board agree that the term “Public Education” is defined in the County’s Land Use Bylaw No. 6-2015 as follows:

PUBLIC EDUCATION means a premise that is publicly supported and involves public assembly for education, training or instruction purposes, and includes the administration offices required for the provision of such services on the same site. This includes but is not limited to a public school, a separate school, a community college, a university, a technical and vocational school, their administrative offices or school bus parking. This does not include private education or a commercial school.
 - (iii) if the newly created lot is used for any purpose other than “Public Education” as defined in section 8.3(c)(ii), the Board’s obligations are as set out in section 8(3)(c)(i);
 - (iv) if the Board is obligated to pay the County for grounds maintenance for the newly created lot at 45%, pursuant to section 8.3(c)(i), at the option of the Board, the newly created lot shall be removed from the Reciprocal Use Agreement;
 - (v) if the newly created lot is removed from the Reciprocal Use Agreement, the County may deal with its lands near the newly created lot in any manner it determines, in its sole discretion to be appropriate.

9. **ARTICLE 9 OPERATION OF DEVELOPMENT**

- 9.1. **Ownership of Facilities and Management of Development.** The Board owns the

Facilities on the Leased Lands. The Board shall operate and manage the Development in a safe, efficient, and good workmanlike manner, and in substantially the same manner as a prudent owner would operate and manage the Development, and shall take such action as appropriate to ensure that the Development is properly and adequately supervised, including, without limiting the generality of the foregoing, the Board shall:

- a) not cause or suffer or permit any Hazardous Substances, other than normal cleaning or other products reasonably required with respect to the maintenance and operation of the Development, to be located in or upon the Development, or discharged into the Development or into any driveways, Parking Areas, ditches, water courses, culverts, drains or sewers in or adjacent to the Development.

9.2. Utilities. The Board shall pay promptly when due all rates, levies and charges (including installation charges) for water, gas, sewer, electricity, telephone, cable, telecommunication, and any and all other services and utilities supplied to or used within the Development, and shall indemnify the County against any and all liability or damages pertaining to them.

9.3. Evidence of Payments. The Board shall produce upon the reasonable request of the County, satisfactory evidence of the due payment by the Board of all payments required to be made by the Board under this Agreement.

9.4. No Nuisance. The Board shall not at any time during the Term use, exercise or carry on or permit or suffer to be used, exercised or carried on, in, about or upon the Development or any part thereof:

- a) any waste or any offensive act, trade, business, occupation or calling; or
- b) any actions which may be or grow to the annoyance, nuisance, damage or disturbance of the users of the Lands.

9.5. Comply with Laws and Regulations. The Board shall comply promptly at its expense with all laws, by-laws, or regulations of any and all federal, provincial, municipal and other lawful authorities, which may be applicable to the Board, to the construction of the Facility, to the manner of use or operation of the Development, or the making by the Board of any repairs, alterations, changes or improvements to the Development. Notwithstanding the foregoing, recognizing that the County is a municipal authority, the County shall not impose any laws, by-laws, or regulations which affect the Board's rights or obligations under this Agreement other than those laws, by-laws, or regulations of general application; provided that the County shall be entitled to designate any Leased Lands transferred to the Board as School Reserve.

9.6. Alterations. The Board shall be entitled to excavate, drill, install, erect, or permit to be excavated, drilled, installed or erected over, under or through the Development, any pit, foundation, pavement, building, fence, sidewalk, installation, addition, partition, sign, alteration, or other structure or improvement provided that the Board complies with all applicable laws in carrying out such work, including any building and development permits.

9.7. Parking Areas. Notwithstanding anything contained within this Agreement, the County shall be entitled to use all those portions of the Parking Areas located upon the Leased Lands shown on Schedule "B" attached to this Agreement during the hours of:

- a) 4:30p.m. to 12:00 midnight on days in which regular public school classes are held within the Development; and
- b) 6:00a.m. to 12:00 midnight on days in which no regular public school classes are held within the Development.

The County's right to use and enjoy those portions of the Parking Areas shall extend to the County's servants, agents and invitees, and shall not apply during such periods identified above where the Board requires the use of such portions of the Parking Areas outside of normal hours of operation of the school for special events sponsored by the Board.

10. ARTICLE 10 INSURANCE AND INDEMNITY

10.1. Board's Insurance. The Board shall purchase and maintain in force during the Term and any renewal term comprehensive general liability insurance against, among other things, claims for personal injury, death, property damage, or third party or public liability claims arising from any one accident or occurrence upon, in or about the Development of and from any cause to an amount of not less than FIVE MILLION (\$5,000,000.00) DOLLARS.

10.2. The County Named Insured. The insurance purchased and maintained by the Board pursuant to paragraph 10.1 of this Agreement shall include the County as an additional named insured, such insurance to apply to the parties as their respective interests may appear from time to time.

10.3. Additional Terms. All such policies of insurance maintained by the Board shall contain a waiver or wavers of subrogation against the County and its insurers, and the Board waives, releases and discharges the County and its insurers from all rights and claims which may arise against the County arising out of damage to or destruction of the Facility occasioned by the perils insured against by the Board or which the Board is required to insure against, whether or not the rights and claims arise through the negligence or other fault of the County, its servants, agents or contractors.

10.4. Evidence of Insurance. The Board shall, on an annual basis starting with the Commencement Date, provide the County with evidence of insurance purchased by the Board pursuant to paragraph 10.1(b) of this Agreement.

10.5. Indemnity to County. The Board shall indemnify and save harmless the County from any and all liabilities, damages, expenses, costs, fees (including all legal and other professional costs on a solicitor and his own client full indemnity basis), claims, suits or actions arising out of the use and occupation of the Development by the Board and its invitees including, without

restriction:

- a) any breach, violation, or non-performance of any covenant, condition or agreement in this Agreement on the part of the Board to be fulfilled, kept, observed and performed;
- b) any damage to property occasioned by the use or occupation of the Development or any part thereof by the Board, any occupant of the Development, or any of their respective invitees;
- c) any injury to any person or persons including death resulting at any time arising in connection with or out of the use or occupation of the Development or any part thereof by the Board, any occupant of the Development, or any of their respective invitees;
- d) any act or omission of the Board, occupants of the Development, or their respective agents, employees, licensees, servants, invitees or other persons from time to time in, on or about the Development;
- e) any deductible payable by the County as a result of any insurance claim made against the insurance policies maintained by the County arising from or out of the Development including, without restriction, the use and occupation of the Development by the Board and its invitees, and the construction, operation, maintenance, repair and replacement of the Facility by the Board.

This indemnity shall specifically exclude any and all such claims, costs and expenses arising from the negligence of the County, or those for whose actions the County is legally responsible. This indemnity shall survive the expiry or sooner termination of this Agreement.

11. **ARTICLE 11 SUB-LETTING AND ASSIGNMENT**

11.1. Assignment and Subletting. Subject to sections 11.2 and 3, the Board may sublet all or any part of the Development, provided that, if the County exercises any Option to Purchase, the Board shall terminate such sublease unless consented to in writing by the County.

11.2. The Board may assign its interest in this Lease in whole or in part, or sublet all or any part of the Development, or part with or share possession of all or any portion of the Development, without the prior written consent of the County, if the assignment or subletting is to another educational institution or educational body and for the purposes of education.
assigns or sublets

11.3. If the Board assigns or sublets its interest in the Lease to a person other than as provided for in section 11.2, EIPS must obtain a development permit for the use to which the assignee or sub-Board puts the Leased Lands.

12. **ARTICLE 12 DEFAULT BY THE BOARD AND TERMINATION**

12.1. Events of Default. Each and every of the following events shall constitute an event of default (hereinafter referred to as an "Event of Default"):

- a) if the Board fails to make any payment, in whole or in part, of any amount payable to the County as provided in this Agreement; and
- b) if the Board neglects or fails to observe, perform or comply with any of its obligations pursuant to this Agreement, howsoever arising, and fails to remedy such default within Thirty (30) days from the date of receipt of written notice from the County requiring that the Board cure the default or such longer period of time reasonably required to cure the default.

12.2. Termination. Upon the occurrence of an Event of Default, in addition to any and all other rights and remedies available to landlords, the County may terminate this Agreement by delivery of notice in writing to that effect to the Board. Such termination shall not limit in any way the County's recourse to any remedies available to it at law, equity or otherwise.

12.3. Costs. Save and except as otherwise specifically set forth within this Agreement, the County and the Board shall each be responsible as their own costs incurred in relation to this Agreement.

12.4. Force Majeure. Whenever and to the extent that either the County or the Board shall be unable to perform, or shall be delayed or restricted in the full performance of, any obligation within this Agreement (other than any obligation to pay Rent or any other amount contemplated under this Agreement) by reason of an event of Force Majeure, such party shall, so long as any such impediment exists, be relieved from the performance of such obligation to the extent restricted or prevented by that event of Force Majeure, and the other party shall not be entitled to compensation for any damage, inconvenience, nuisance or discomfort caused by such delayed or restricted performance.

13. **ARTICLE 13 COUNTY'S PERFORMANCE & REMEDIES**

13.1. County May Perform the Board's Covenants. If the Board shall fail to perform or cause to be performed any of the covenants or obligations of the Board in this Agreement contained on the part of the Board to be observed or performed, the County shall have the right, but shall not be obligated, to perform or cause the same to be performed, and to do or cause not to be done such things as may be necessary or incidental thereto, including without limiting the foregoing, the right to make repairs, installations, erections and expend monies, and all payments, expenses, costs, charges, fees, including reasonable legal fees on a solicitor and his own client full indemnity basis, and disbursements incurred or paid by or on behalf of the County in respect thereof shall be immediately due and payable to the County as Rent.

13.2. Overlooking and Condoning. Any condoning, excusing or overlooking by the County of any default, breach or non-observance by the Board at any time or times in respect of any

covenant, proviso or condition contained in this Agreement shall not operate as a waiver of the County's rights under this Agreement in respect of any subsequent default, breach or non-observance nor so as to defeat or affect in any way the rights of the County in respect of any subsequent default, breach or non-observance.

13.3. Forcible Re-entry. In the event that the County shall be entitled under the terms of this Agreement or by law to enter the Development, then the County shall be at liberty to effect such re-entry forcibly, and for such purpose the County, or its servants or agents duly authorized in writing may break open locks, doors, windows, or otherwise, as may be deemed necessary for such purposes, without in any way incurring any liability or becoming responsible for damages or otherwise to the Board.

13.4. Remedies Generally. Mention in this Agreement of any particular remedy of the County in respect of the default by the Board does not preclude the County from any other remedy in respect of any such default, whether available at law or in equity or by statute or expressly provided for in this Agreement. No remedy shall be exclusive or dependent upon any other remedy, but the County may from time to time exercise any one or more of such remedies generally or in combination, such remedies being cumulative and not alternative. Whenever the Board seeks a remedy in order to enforce the observance or performance of one of the terms, covenants, agreements and conditions contained in this Agreement on the part of the County to be observed or performed, the Board's only remedy, if any, shall be for such damages as the Board shall be able to prove in a court of competent jurisdiction that it has suffered as a result of a breach of this Agreement by the County.

14. ARTICLE 14 RESPONSIBILITY

14.1. County Not Responsible for Injuries, Loss or Damage. The County shall not be responsible in any way or under any circumstances whatsoever for any injury to any person, including death, howsoever caused or for any loss of or damage to any property belonging to the Board, any permitted sublessee, or to other occupants of the Development or to their respective invitees, licensees, agents servants or other persons from time to time attending at the Development, damage to any such property caused by theft or breakage, failure to keep the Development in repair and free from refuse, obnoxious odours, vermin or other foreign matter, defective equipment, wiring, plumbing, gas, sprinkler, steam, sewer, water or other pipes or fixtures, the bursting, leaking, running or clogging of any heating, ventilating ice making or air-conditioning equipment or other mechanical systems (including elevator system, if any), cistern tank, sprinkler system, boiler, washstand, closet or wastepipe, discharge of the sprinkler system, water, snow ice or other foreign matter being upon or coming through the roof, skylight, trap-doors, doors, windows or from any part of the Development or any adjacent or neighbouring lands and premises or otherwise, acts or negligence of guests, invitees or employees of the Board or other occupants of the Development, acts or negligence of any owners or occupants of adjacent or contiguous premises or property of their guests, invitees or employees, acts of God, acts or negligence of any person or for any loss whatsoever with respect to the Development and any business carried on therein, unless such damage, injury, death or loss is caused by the negligence, act, omission or default of the County or those whose actions the County is responsible for in law.

15. **ARTICLE 15 GENERAL**

15.1. **Grants of Interests.** The Board's leasehold interest in the Leased Lands is and shall be subject to any and all grants of easements, utility right of ways, or other similar interests in the Leased Lands by the Count existing as of the Commencement Date.

15.2. **Overholding.** If at the expiration of the Term or renewal term, as the case may be, the Board shall hold over with the consent of the County, the tenancy of the Board thereafter shall, in the absence of written agreement to the contrary, be from month to month only and shall be subject to all other terms and conditions of this Agreement except as to duration and any option to renew or extend the Term. The rent payable during any holding over shall be payable monthly in advance on the first day of each month and shall be a rental equal to the fair market rental for premises of a quality and function equivalent to the Development providing similar services and located in comparable communities.

15.3. **Notices.** Whether or not stipulated in this Agreement, all notices, communication, requests and statements (the "Notice") required or permitted under this Agreement shall be in writing. Notice shall be served by one of the following means:

- a) personally, by delivering it to the party on whom it is to be served at the address set out in this Agreement, provided such delivery shall be during normal business hours. Personally delivered Notice shall be deemed received when actually delivered as aforesaid; or
- b) by telecopier or by any other like method by which a written or recorded message may be sent, directed to the party on whom it is to be served at that address set out in this Agreement. Notice so served shall be deemed received on the earlier of:
 - (i) upon transmission with answer back confirmation if received within the normal working hours of the business day; or
 - (ii) at the commencement of the next ensuing business day following transmission with answer back confirmation of delivery; or
- c) by mailing via first class registered post, postage prepaid, to the party on whom it is served.

Notice so served shall be deemed to be received seventy-two (72) hours after the date it is postmarked. In the event of postal interruption, no notice sent by means of the postal system during or within seven (7) days prior to the commencement of such postal interruption or seven (7) days after the cessation of such postal interruption shall be deemed to have been received unless actually received.

All Notices to be sent in accordance with this paragraph shall be addressed as follows:

(i) to the County at:

2001 Sherwood Drive Sherwood Park, Alberta T8A3W7
Attention: Land Management Services

Phone: (780) 464-8065
Fax: (780) 464-8142

(ii) to the Board at:

Elk Island Public Schools Regional Division No. 14
683 Wye Road Sherwood Park, Alberta T8N 1N2
Attention: Superintendent of Schools

Phone: (780) 417-8201
Fax: (780) 417-8181

or to such other address as each party may from time to time direct in writing.

15.4. Governing Law. This Agreement shall be construed and governed by the laws of the Province of Alberta. All of the provisions of this Agreement are to be construed as covenants and agreements as though the words importing such covenants and agreements were used in each separate article, paragraph and sub-paragraph of this Agreement, and all of such covenants and agreements shall be deemed to run with the Land and the reversion therein. Should any provision of this Agreement be illegal or not enforceable they shall be considered separate and several from the Agreement and its remaining provisions shall remain in force and be binding upon the parties as though the illegal or unenforceable provisions had never been included. The schedules shall form part of this Agreement.

15.5. Time of Essence. Time shall be of the essence throughout this Agreement.

15.6. Captions. The headings, captions, paragraph numbers, sub-paragraph numbers, article numbers and indices appearing in this Agreement have been inserted as a matter of convenience and for reference only and in no way define, limit, construct or enlarge the scope or meaning of this Agreement or any provisions of this Agreement.

15.7. Relationship Between Parties. Nothing contained herein shall be deemed or construed by the County or the Board, nor by any third party, as creating the relationship of principal and agent or of partnership, or of a joint venture agreement between the County and the Board, it being understood and agreed that none of the provisions contained in this Agreement nor any act of the parties shall be deemed to create any relationship between the County and the Board other than the relationship of a landlord and Board.

15.8. Entire Relationship. The Board acknowledges that there are no covenants, representations, warranties, agreements or conditions expressed or implied, collateral or otherwise forming part of or in any way affecting or relating to this Agreement save as

expressly set out in this Agreement and that this Agreement and the Reciprocal Use Agreement and the Reciprocal Use Amending Agreement constitute the entire agreement between the County and the Board and may not be modified except by subsequent agreement in writing of equal formality executed by the County and the Board. The Board and the County confirm that the lease dated April 24, 1995 is terminated as of the Commencement Date.

15.9. Binding Effect. This Agreement and everything contained within this Agreement shall enure to the benefit of and be binding upon the heirs, executors, administrators, successors, permitted assigns and other legal representatives, as the case may be, of each of the County and the Board, subject to the granting of consent by the County as provided to any assignment or sublease. Where Board is comprised of more than one legal entity, this Agreement shall be binding upon all such parties on a joint and several basis.

IN WITNESS WHEREOF each of the County and the Board has executed this Agreement on the day and year first written above.

THE BOARD OF TRUSTEES OF ELK ISLAND
PUBLIC SCHOOLS REGIONAL DIVISION NO.
14

STRATHCONA COUNTY

Per: _____

Per: _____

Mavis Nathoo
Director, Legislative and Legal Services

Per: _____

Per: _____

Stacy Fedechko
Director
Planning and Development Services

SCHEDULE "A" LANDS

1. Bev Facey Community High School

PLAN 8223176
BLOCK 260
LOT 1MR (MUNICIPAL RESERVE)
CONTAINING 13.9 HECTARES (34.35 ACRES) MORE OR LESS
EXCEPTING THEREOUT ALL MINES AND MINERALS

2. Brentwood Elementary School

DESCRIPTIVE PLAN 1220581
BLOCK 58
LOT 1MR (MUNICIPAL RESERVE)
CONTAINING 3.73 HECTARES (9.22 ACRES) MORE OR LESS.
EXCEPTING THEREOUT ALL MINES AND MINERALS

-and-

PLAN 2413RS
BLOCK SEVENTY THREE (73)
LOT R-TWO (R-2) (RESERVE)
CONTAINING 3.79 HECTARES (9.36 ACRES) MORE OR LESS
EXCEPTING THEREOUT ALL MINES AND MINERALS, SUBJECT TO THE
EXCEPTIONS, RESERVATIONS AND CONDITIONS CONTAINED IN
TRANSFER 6730DG

3. École Campbelltown School

PLAN 1777KS
BLOCK 16
LOT 30MR (MUNICIPAL RESERVE)
CONTAINING 4.03 HECTARES (9.96 ACRES) MORE OR LESS
EXCEPTING THEREOUT ALL MINES AND MINERALS

4. Clover Bar Junior High School

PLAN 3486RS
BLOCK 119
LOT 1MR (MUNICIPAL RESERVE)
CONTAINING 4.86 HECTARES (12 ACRES) MORE OR LESS
EXCEPTING THEREOUT ALL MINES AND MINERALS

5. F.R. Haythorne Junior High School

PLAN 9122552
BLOCK 280
LOT 1MR (MUNICIPAL RESERVE)
EXCEPTING THEREOUT ALL MINES AND MINERALS
AREA: 4.28 HECTARES (10.58 ACRES) MORE OR LESS

6. Glen Allan Elementary School

PLAN 5797RS
BLOCK 157
LOT 24MR (MUNICIPAL RESERVE)
CONTAINING 3.78 HECTARES (9.34 ACRES) MORE OR LESS
EXCEPTING THEREOUT ALL MINES AND MINERALS

7. Mills Haven Elementary School

PLAN 3885RS
BLOCK 122
LOT R (RESERVE)
CONTAINING 4.50 ACRES MORE OR LESS
EXCEPTING THEREOUT ALL MINES AND MINERALS

And
PLAN 3885RS
BLOCK 122
LOT 1
EXCEPTING THEREOUT ALL MINES AND MINERALS
AREA: 3.04 HECTARES (7.5 ACRES) MORE OR LESS

8. Pine Street Elementary School

PLAN 5451KS
BLOCK 24
LOT 45MR (MUNICIPAL RESERVE)
CONTAINING 2.38 HECTARES (5.89 ACRES) MORE OR LESS
EXCEPTING THEREOUT ALL MINES AND MINERALS

9. Salisbury Composite High School

PLAN 9522191
LOT 5MR (MUNICIPAL RESERVE)
CONTAINING 4.91 HECTARES (12.13 ACRES) MORE OR LESS
EXCEPTING THEREOUT ALL MINES AND MINERALS

10. Sherwood Heights Junior High School

PLAN 5434KS
BLOCK 19
LOT 1MR (MUNICIPAL RESERVE)
CONTAINING 4.05 HECTARES (10 ACRES) MORE OR LESS
EXCEPTING THEREOUT ALL MINES AND MINERALS

11. Wes Hosford Elementary School

PLAN 5911RS
BLOCK 153
LOT 24MR (MUNICIPAL RESERVE)
CONTAINING 4.5 HECTARES (11.12 ACRES) MORE OR LESS
EXCEPTING THEREOUT ALL MINES AND MINERALS

12. Westboro Elementary School

DESCRIPTIVE PLAN 1220580
BLOCK 107
LOT 108MR (MUNICIPAL RESERVE)
CONTAINING 3.24 HECTARES (8.01 ACRES) MORE OR LESS.
EXCEPTING THEREOUT ALL MINES AND MINERALS

13. Woodbridge Farms Elementary School

PLAN 7821874
BLOCK 180
LOT 57MR (MUNICIPAL RESERVE)
CONTAINING 2.86 HECTARES (7.06 ACRES) MORE OR LESS
EXCEPTING THEREOUT ALL MINES AND MINERALS

14. École Élémentaire Ardrossan Elementary and Ardrossan Junior Senior High School

PLAN 8622604
LOT 3MR (MUNICIPAL RESERVE)
CONTAINING 16.7 HECTARES (41.22 ACRES) MORE OR LESS
EXCEPTING THEREOUT ALL MINES AND MINERALS

15. Fultonvale Elementary Junior High School

DESCRIPTIVE PLAN 1220578

BLOCK 1

LOT 1MR (MUNICIPAL RESERVE)

CONTAINING 64.7 HECTARES (159.88 ACRES) MORE OR LESS.

EXCEPTING THEREOUT:

HECTARES (ACRES) MORE OR LESS

A) PLAN 1323413 ROAD 4.39 10.85

EXCEPTING THEREOUT ALL MINES AND MINERALS

16. Ministik School

DESCRIPTIVE PLAN 1220579

BLOCK 2

LOT 1MR (MUNICIPAL RESERVE)

CONTAINING 3.70 HECTARES (9.14 ACRES) MORE OR LESS.

EXCEPTING THEREOUT ALL MINES AND MINERALS

17. Uncas Elementary School

PLAN 7820647

LOT (R) (RESERVE)

CONTAINING NINETY SIX AND SIXTY THREE HUNDREDTHS (96.63)
ACRES, MORE OR LESS

EXCEPTING THEREOUT ALL MINES AND MINERALS

18. Wye Elementary School

PLAN 9021273

LOT 40MR (MUNICIPAL RESERVE)

CONTAINING 3.67 HECTARES (9.07 ACRES) MORE OR LESS

EXCEPTING THEREOUT ALL MINES AND MINERALS



AIR PHOTO - B1

Bev Facey Community High School

Lot 1MR Block 260 Plan 822 3176

 Leased Area = 4.163 ha

PLANNING & DEVELOPMENT SERVICES

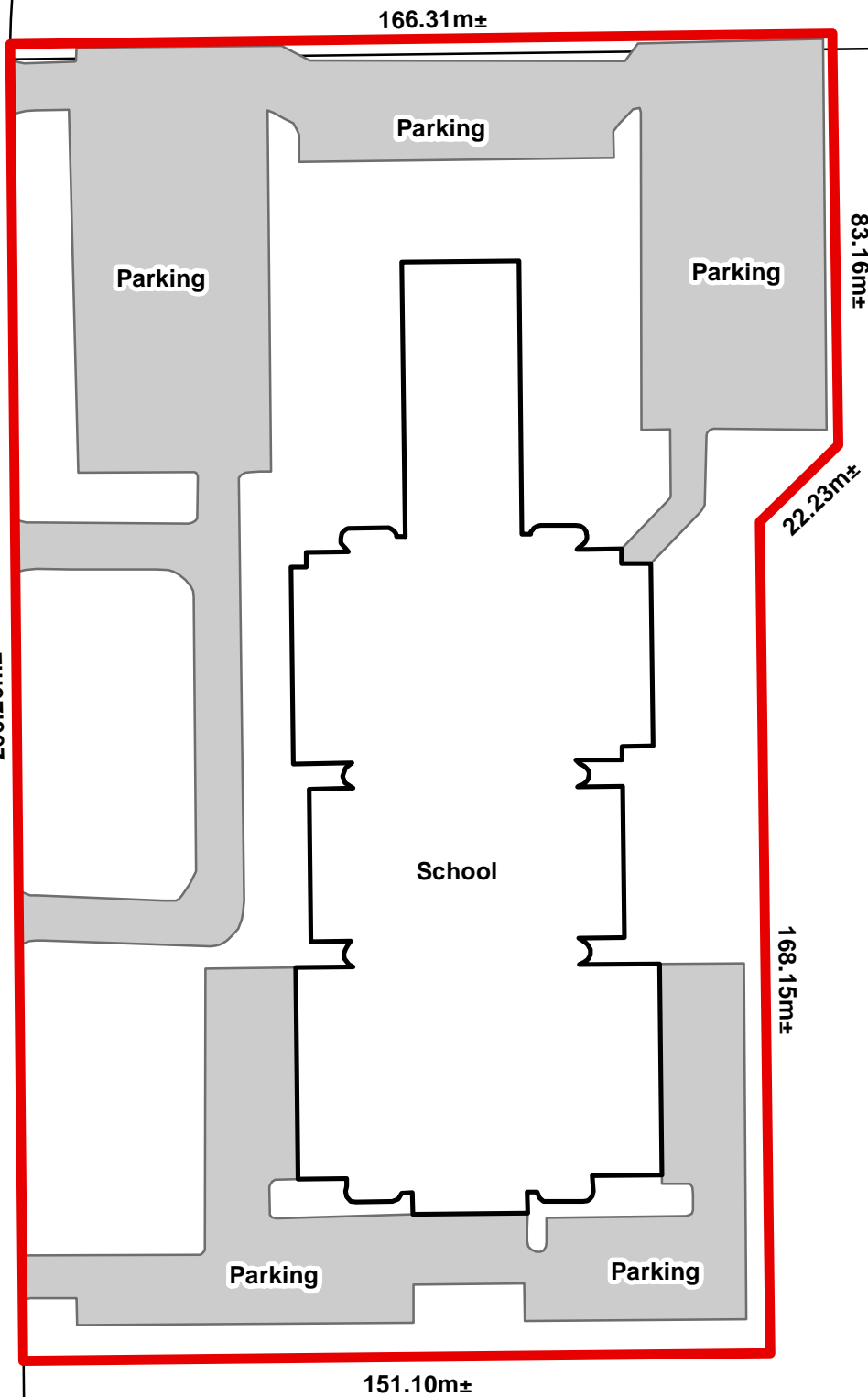


Drawn By: J. Cavers

Date Drawn: Mar/03/17

Scale: Not to scale

N:\PDS Admin\4000 - 4499 Land Use Services\
4470 Technical Support\Planning Techs\
Land Management\EIPS Lease Agreement



SITE PLAN - B1
 Bev Facey Community High School

Lot 1MR Block 260 Plan 822 3176

 Leased Area = 4.163 ha

PLANNING & DEVELOPMENT SERVICES

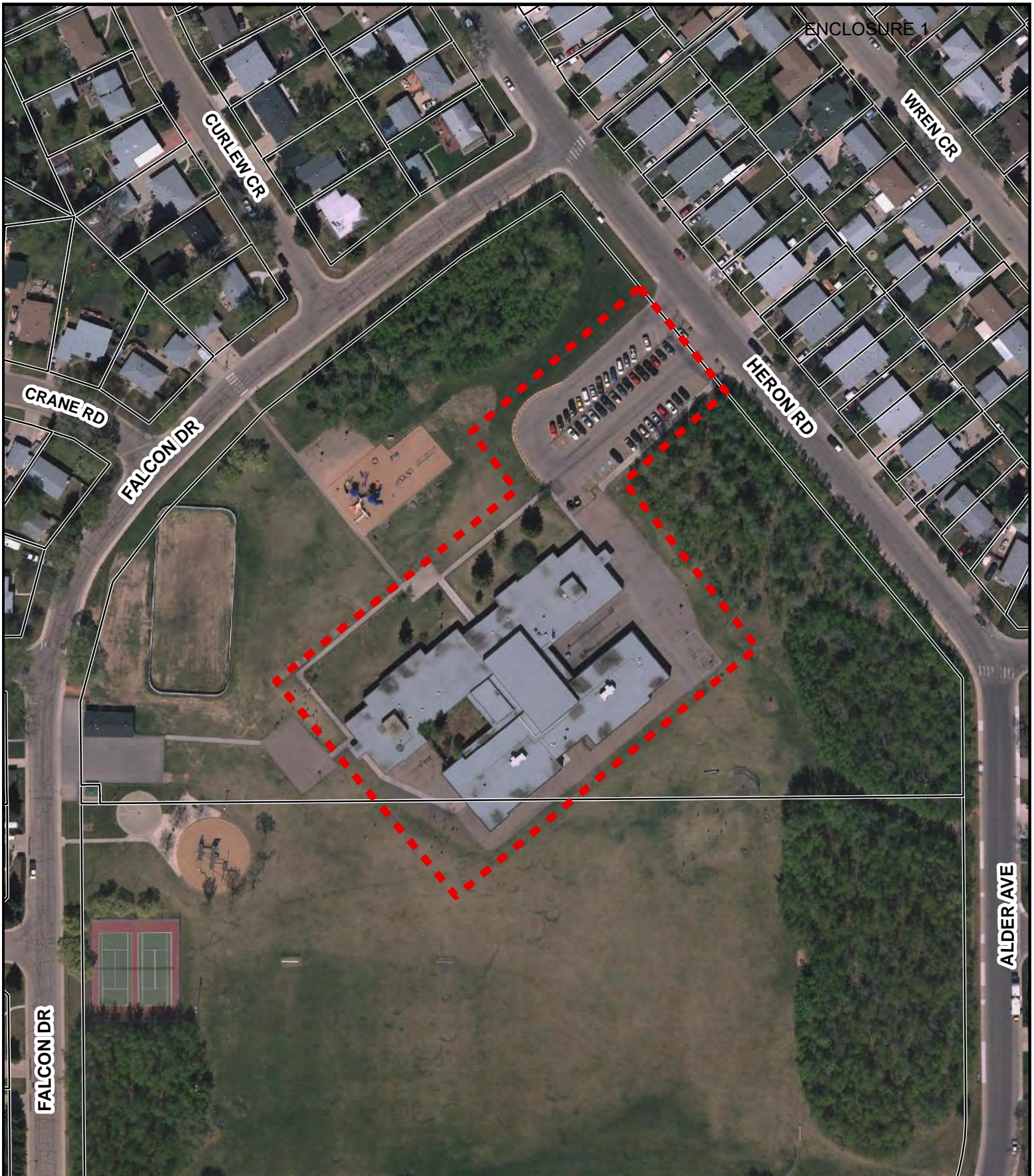


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Date Drawn: Mar/03/17

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AIR PHOTO - B2
 Brentwood Elementary School

Lot 1MR Block 58 Plan 122 0581
 Lot R2 Block 73 Plan 2413 RS

 Leased Area = 1.443 ha

PLANNING & DEVELOPMENT SERVICES

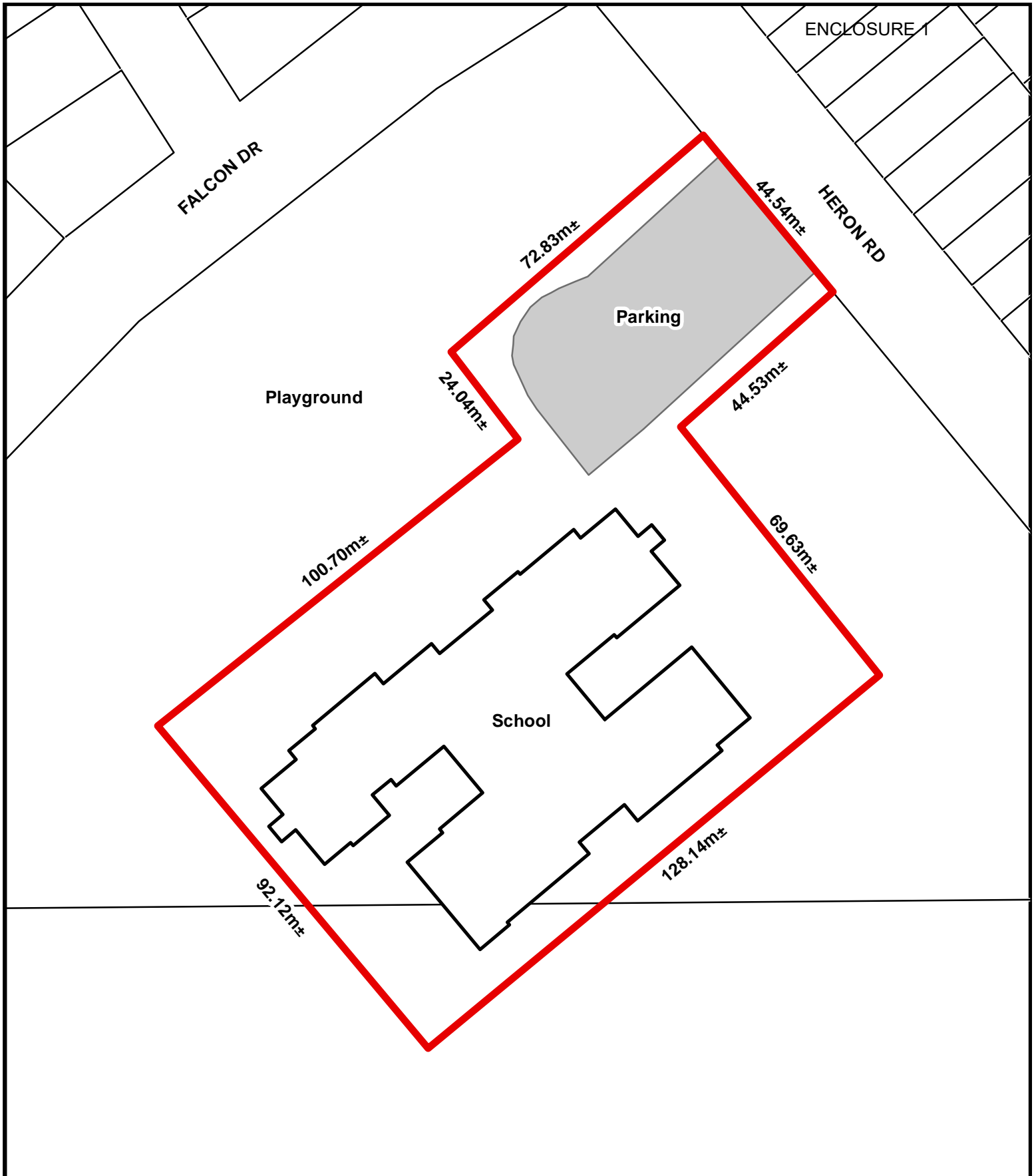


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 4470 Technical Support\Planning Techs\
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SITE PLAN - B2
 Brentwood Elementary School

Lot 1MR Block 58 Plan 122 0581
 Lot R2 Block 73 Plan 2413 RS

 Leased Area = 1.443 ha

PLANNING & DEVELOPMENT SERVICES



Drawn By: J. Cavers

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AIR PHOTO - B3
 École Campbelltown School

Lot 30MR Block 16 Plan 1777 KS

 Leased Area = 1.231 ha

PLANNING & DEVELOPMENT SERVICES

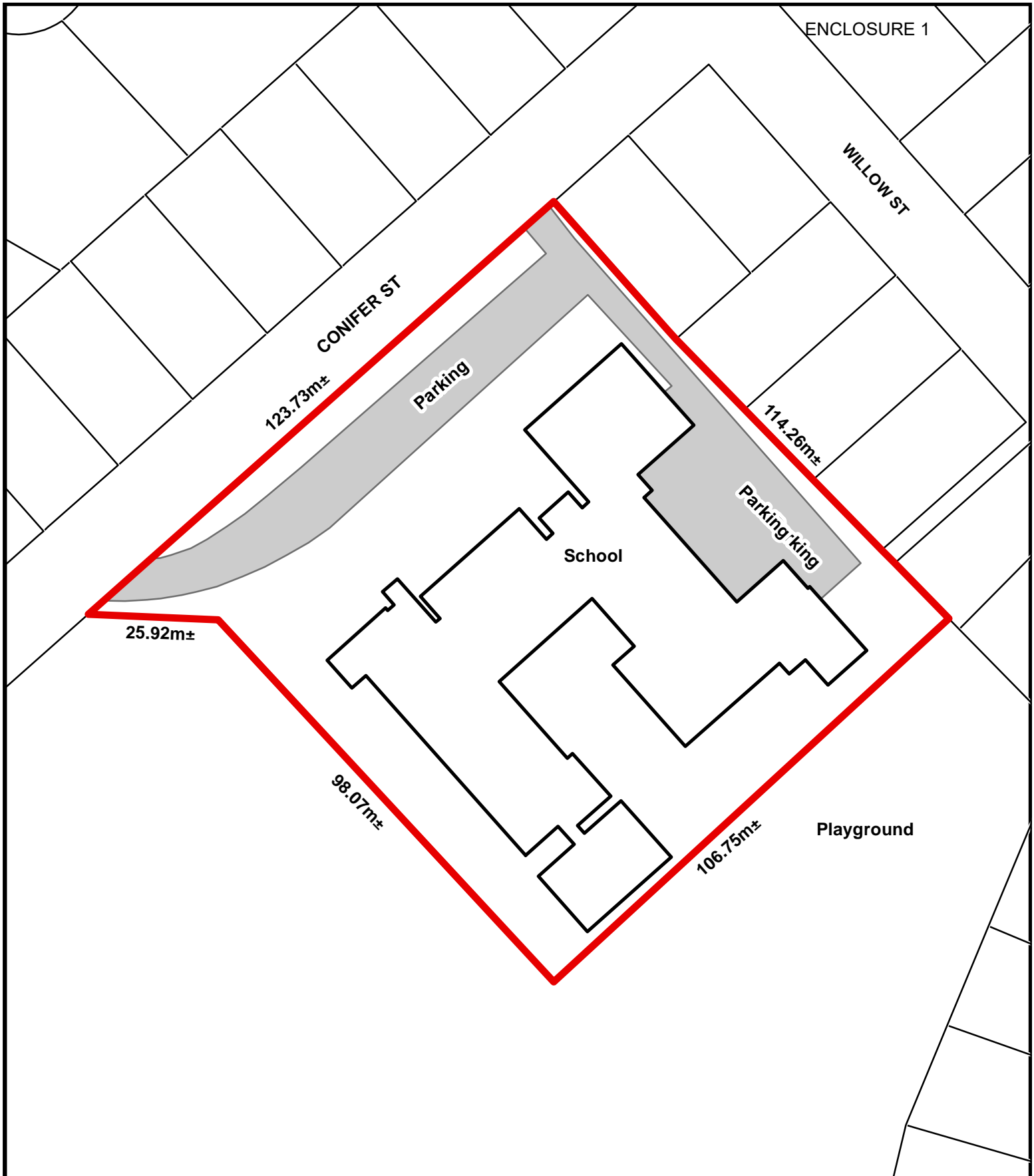


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Date Drawn: Mar/03/17

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 4470 Technical Support\Planning Techs\
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SITE PLAN - B3
École Campbelltown School

Lot 30MR Block 16 Plan 1777 KS

 Leased Area = 1.231 ha

PLANNING & DEVELOPMENT SERVICES



Drawn By: J. Cavers

Date Drawn: Mar/03/17

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AIR PHOTO - B4

Cloverbar Jr High School

Lot 1MR Block 119 Plan 3486 RS

 Leased Area = 1.634 ha

PLANNING & DEVELOPMENT SERVICES

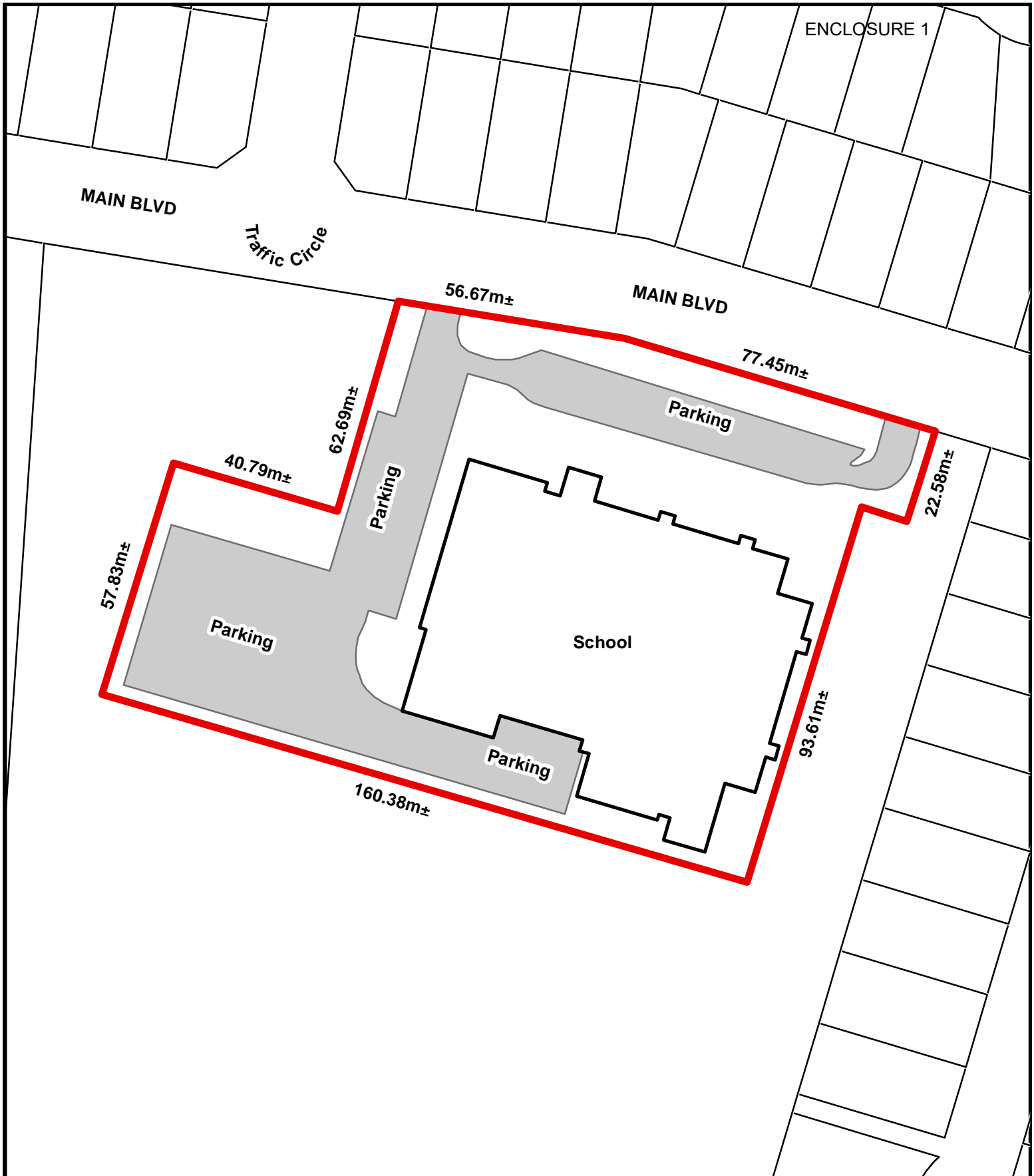


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Date Drawn: Mar/03/17

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4470 Technical Support\Planning Techs\
Land Management\EIPS Lease Agreement



SITE PLAN - B4
Cloverbar Jr High School

Lot 1MR Block 119 Plan 3486 RS

 Leased Area = 1.634 ha

PLANNING & DEVELOPMENT SERVICES



Drawn By: J. Cavers

Date Drawn: Mar/03/17

Scale: Not to scale

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AIR PHOTO - B5
F.R. Haythorne Jr High School

Lot 1MR Block 280 Plan 912 2552

 Leased Area = 1.788 ha

PLANNING & DEVELOPMENT SERVICES

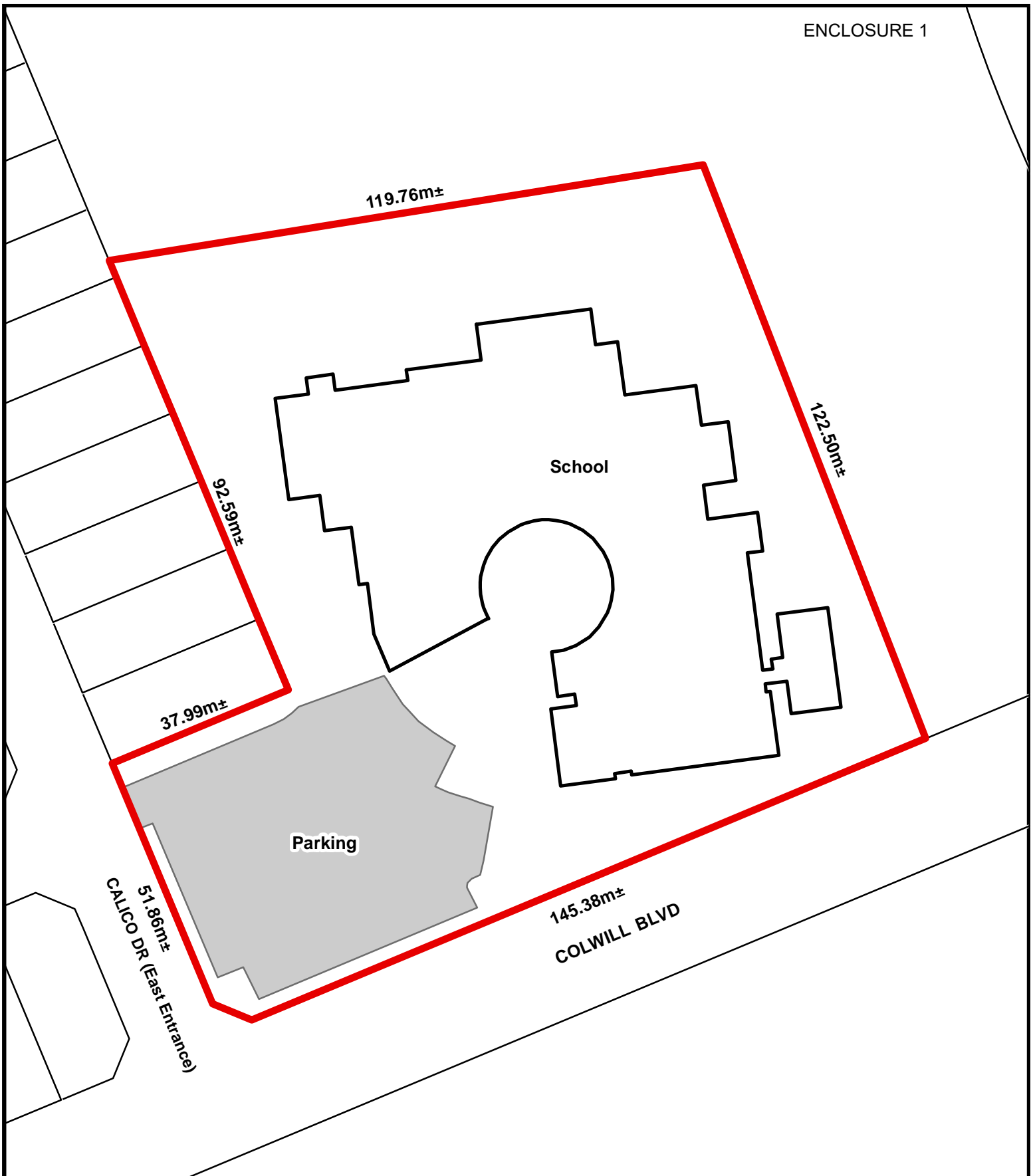


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Date Drawn: Mar/03/17

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SITE PLAN - B5
 F.R. Haythorne Jr High School

Lot 1MR Block 280 Plan 912 2552

 Leased Area = 1.788 ha

PLANNING & DEVELOPMENT SERVICES



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GRAVENHURST CR

GLAMORGAN DR

GEORGIAN WY

GRANVILLE CR

AIR PHOTO - B6

Glen Allan Elementary School

Lot 24MR Block 157 Plan 5797 RS

PLANNING & DEVELOPMENT SERVICES



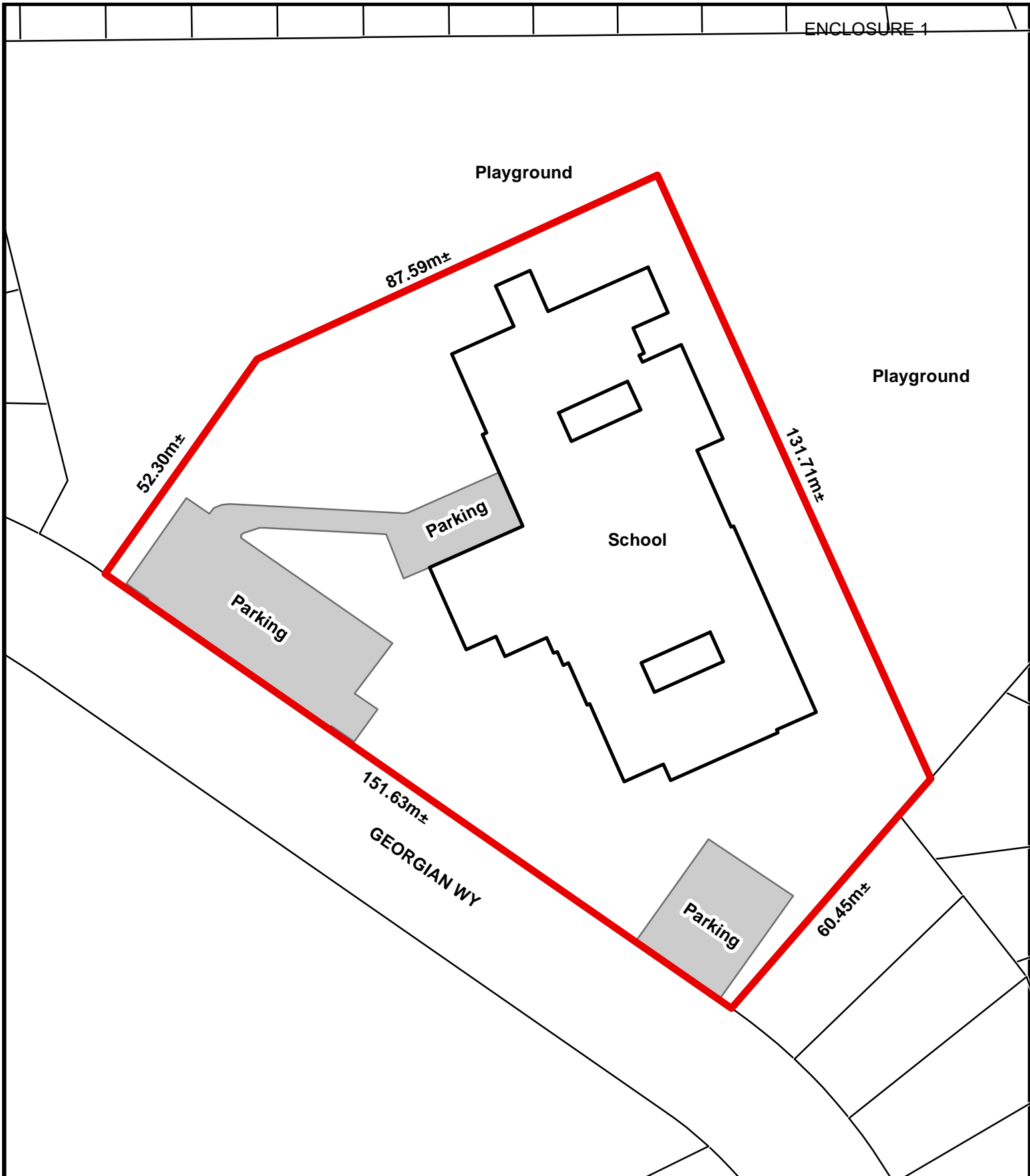
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Date Drawn: Mar/03/17

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 Leased Area = 1.444 ha



SITE PLAN - B6
 Glen Allan Elementary School

Lot 24MR Block 157 Plan 5797 RS

 Leased Area = 1.444 ha

PLANNING & DEVELOPMENT SERVICES



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Date Drawn: Mar/03/17

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ENCLOSURE 1

MORELAND CR

MAIN BLVD

MENLO CR

MAIN PL

MENLO CR

AIR PHOTO - B7
Mills Haven Elementary School

PLANNING & DEVELOPMENT SERVICES



Lot R Block 122 Plan 3885 RS
Lot 1 Block 122 Plan 3885 RS

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Leased Area = 1.095 ha

ENCLOSURE 1

MORELAND CR

109.23m±

55.30m±

36.57m±

Parking

School

86.74m±

Playground

132.87m±

MAIN BLVD

MENLO CR

MAIN PL

SITE PLAN - B7

Mills Haven Elementary School

Lot R Block 122 Plan 3885 RS

Lot 1 Block 122 Plan 3885 RS

 Leased Area = 1.095 ha

PLANNING & DEVELOPMENT SERVICES



Drawn By: J. Cavers

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AIR PHOTO - B8
 Pine Street Elementary School

Lot 45MR Block 24 Plan 5451 KS

 Leased Area = 0.979 ha

PLANNING & DEVELOPMENT SERVICES

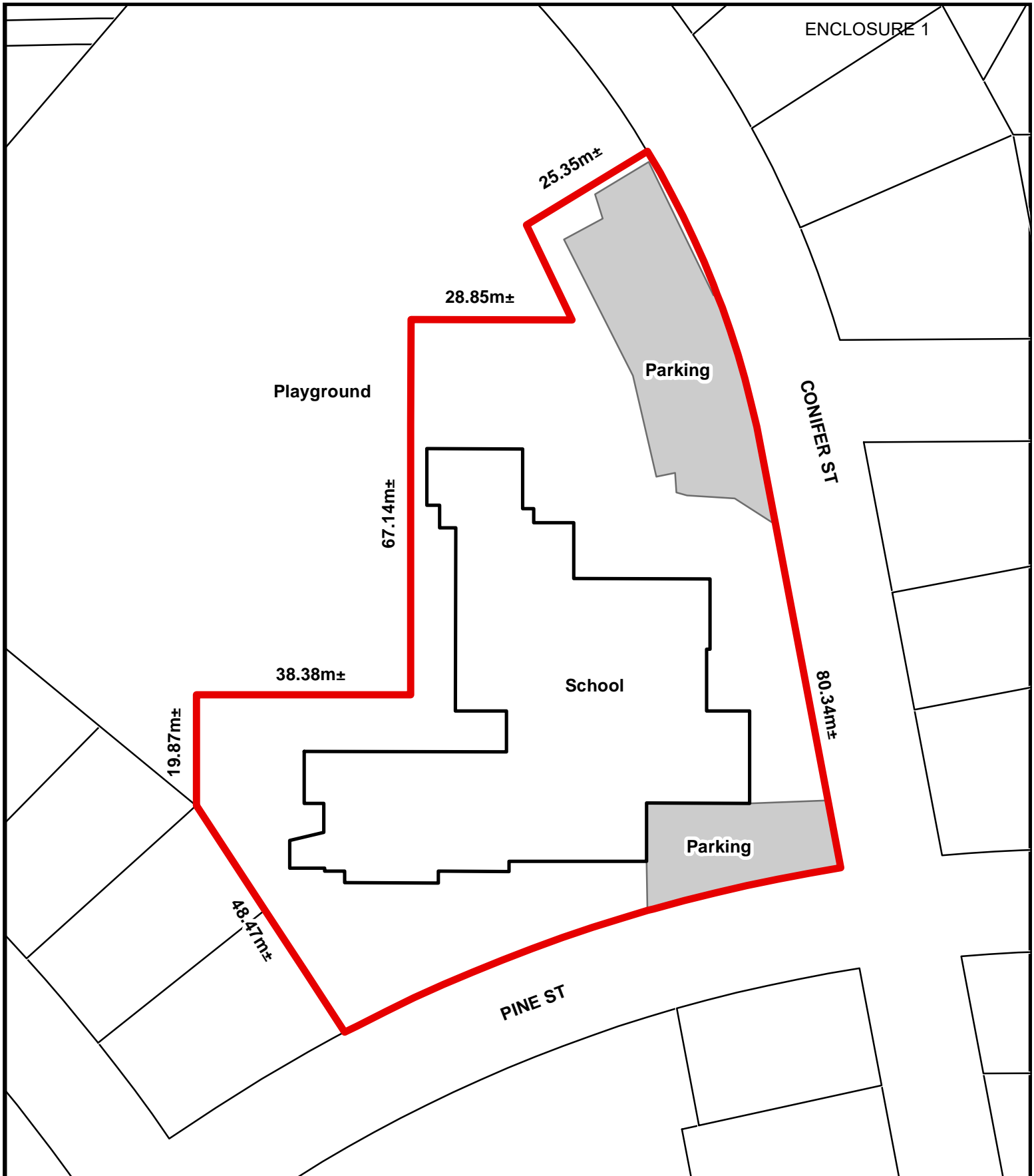


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Date Drawn: Mar/03/17

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 4470 Technical Support\Planning Techs\
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SITE PLAN - B8
Pine Street Elementary School

Lot 45MR Block 24 Plan 5451 KS

 Leased Area = 0.979 ha

PLANNING & DEVELOPMENT SERVICES

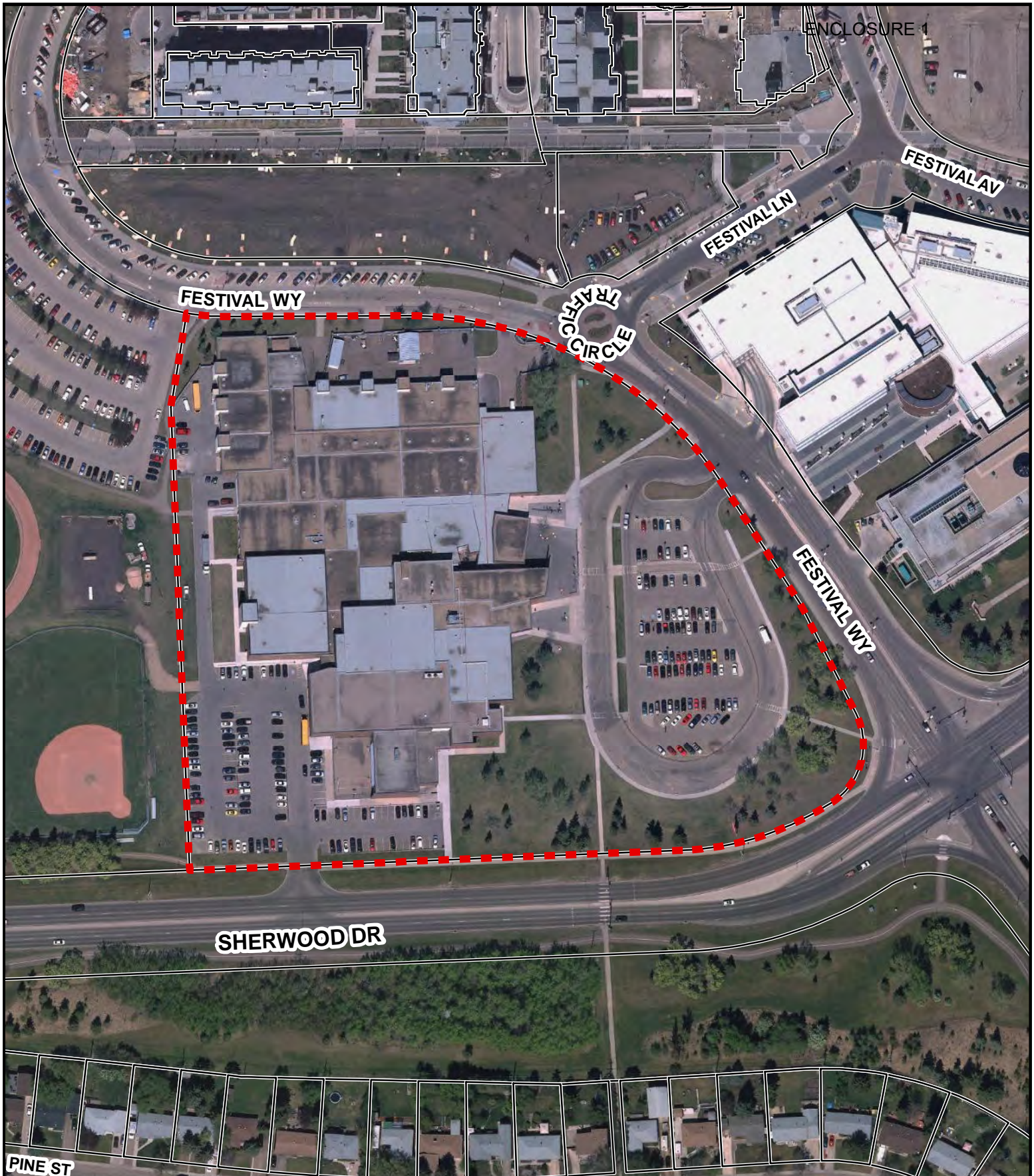


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Date Drawn: Mar/03/17

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ENCLOSURE 1

AIR PHOTO - B9
Salisbury Composite High School

Lot 5MR Plan 952 2191

 Leased Area = 4.908 ha

PLANNING & DEVELOPMENT SERVICES

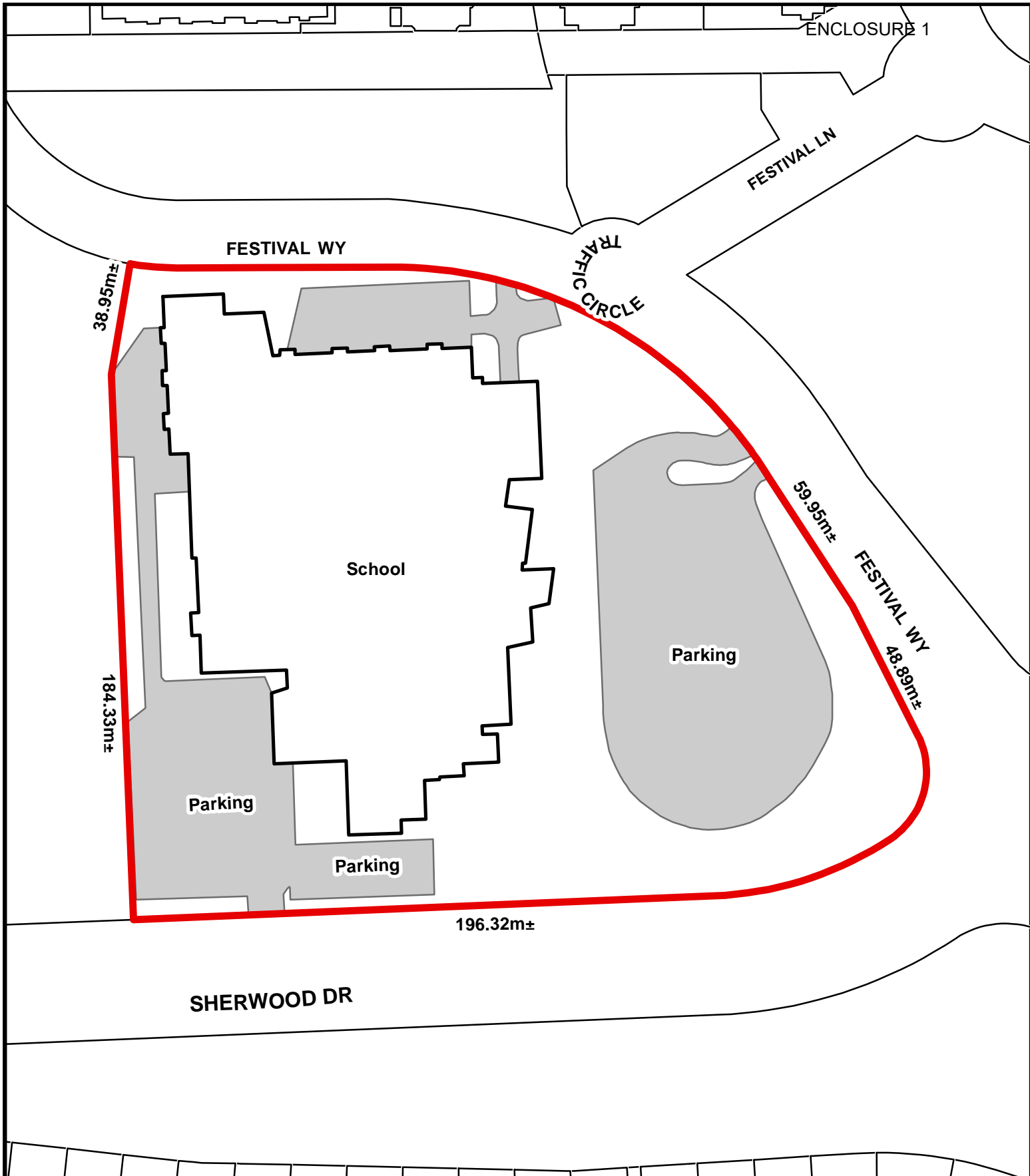


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Date Drawn: Mar/03/17

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4470 Technical Support\Planning Techs\
Land Management\EIPS Lease Agreement



SITE PLAN - B9
Salisbury Composite High School

Lot 5MR Plan 952 2191

 Leased Area = 4.908 ha

PLANNING & DEVELOPMENT SERVICES



Drawn By: J. Cavers

Date Drawn: Mar/03/17

Scale: Not to scale

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AIR PHOTO - B10
 Sherwood Heights Jr High School

Lot 1MR Block 19 Plan 5434 KS

 Leased Area = 1.752 ha

PLANNING & DEVELOPMENT SERVICES

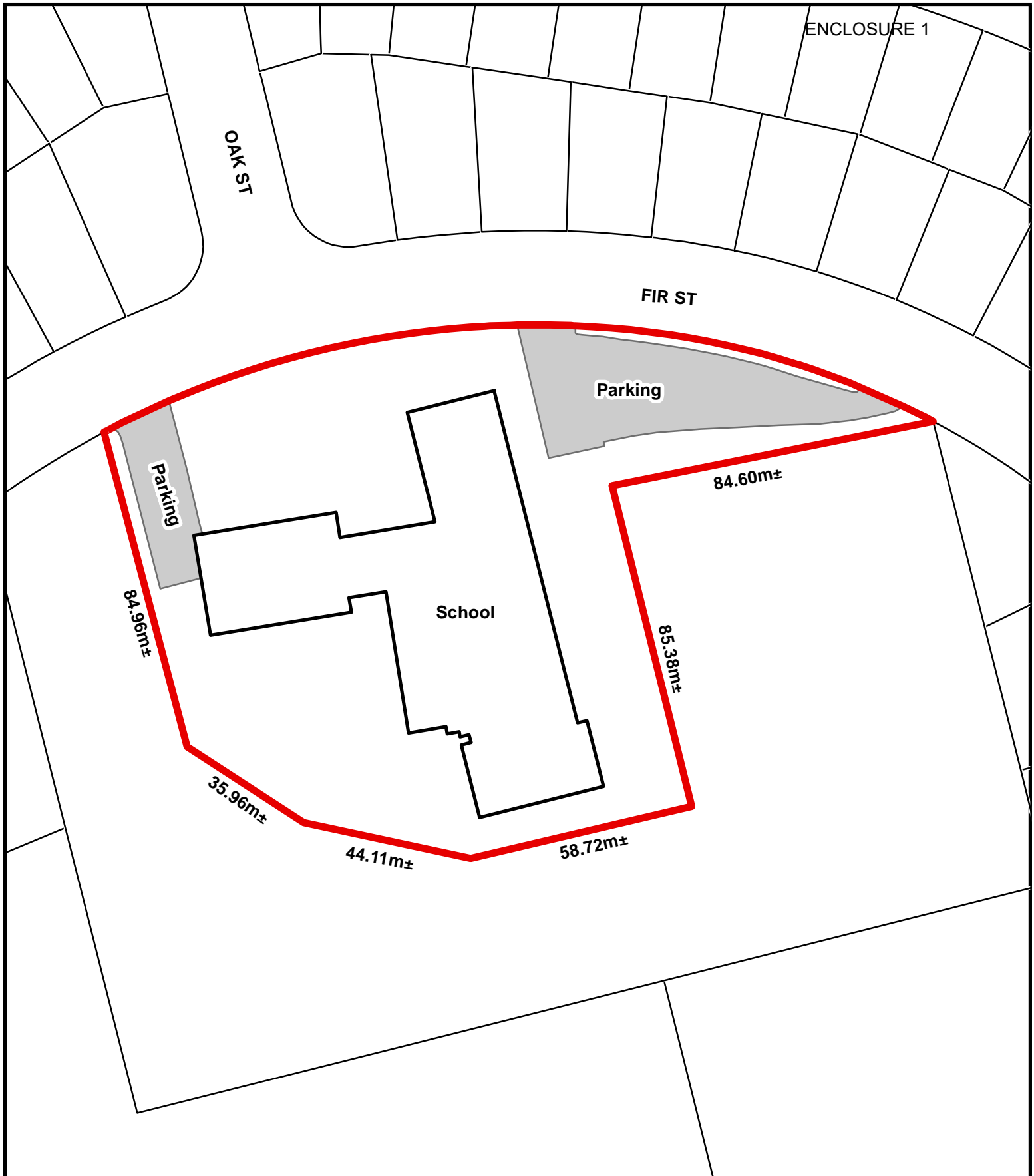


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Date Drawn: Mar/03/17

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SITE PLAN - B10
 Sherwood Heights Jr High School

Lot 1MR Block 19 Plan 5434 KS

 Leased Area = 1.752 ha

PLANNING & DEVELOPMENT SERVICES



Drawn By: J. Cavers

Date Drawn: Mar/03/17

Scale: Not to scale

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ENCLOSURE 1



GRANADA BLVD

GRANADA BLVD

STARLING DR

KINGFISHER RD

SWALLOW AVE

AIR PHOTO - B11
Wes Hosford Elementary School

PLANNING & DEVELOPMENT SERVICES



Lot 24MR Block 153 Plan 5911 RS

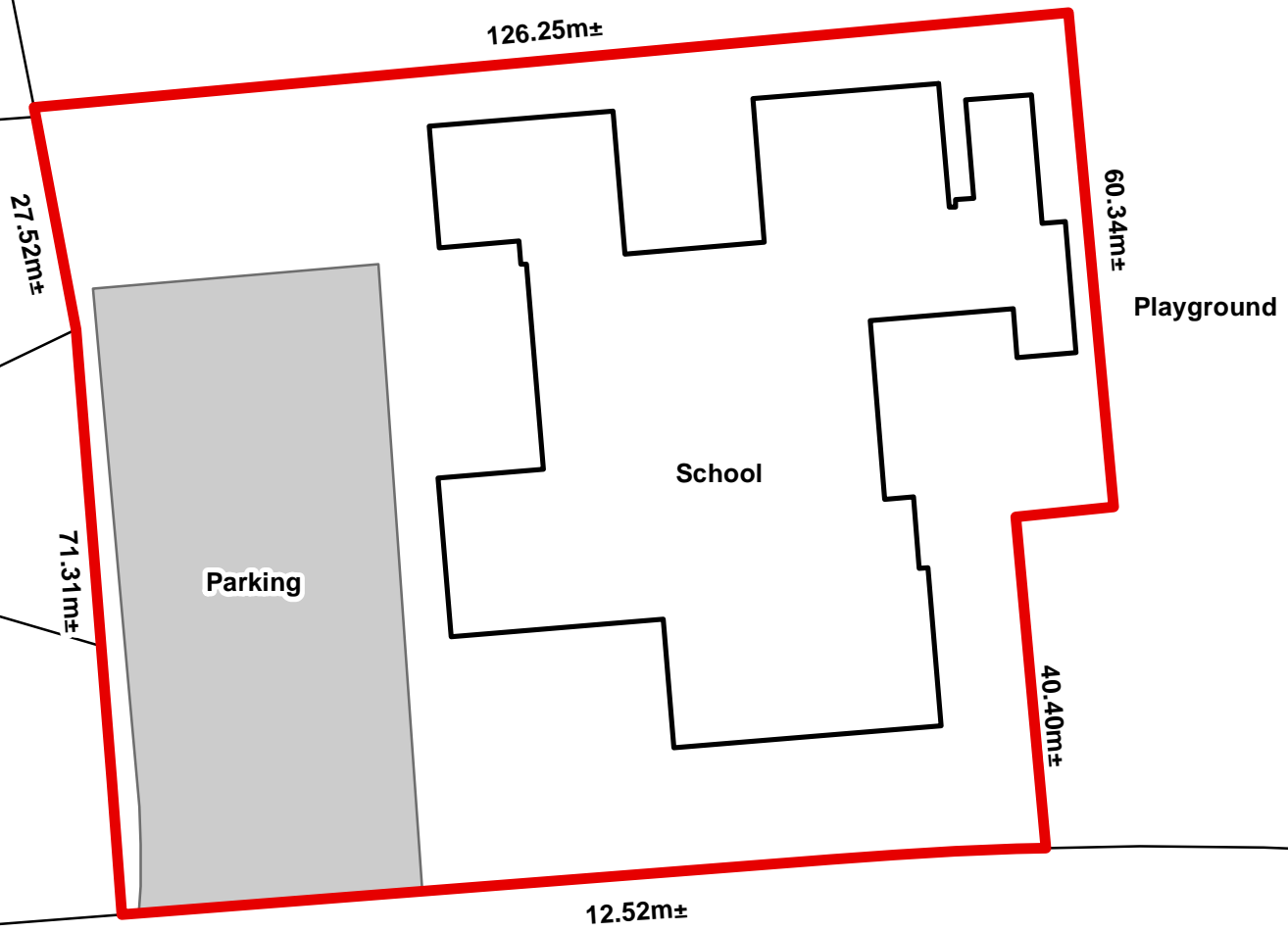
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Date Drawn: Mar/03/17

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Land Management\EIPS Lease Agreement

 Leased Area = 1.19 ha




GRANADA BLVD

SITE PLAN - B11
 Wes Hosford Elementary School
 Lot 24MR Block 153 Plan 5911 RS

 Leased Area = 1.19 ha

PLANNING & DEVELOPMENT SERVICES

 **STRATHCONA COUNTY**

Drawn By: J. Cavers

Date Drawn: Mar/03/17

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 4470 Technical Support\Planning Techs\
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ENCLOSURE 1
VILLAGE RD

WOODBINE RD

BROADMOOR BLVD

STRATHCONA DR

STRATHCONA DR (North Entrance)

NOTTINGHAM DR

AIR PHOTO - B12
Westboro Elementary School

Lot 108MR Block 107 Plan 122 0580

 Leased Area = 1.153 ha

PLANNING & DEVELOPMENT SERVICES

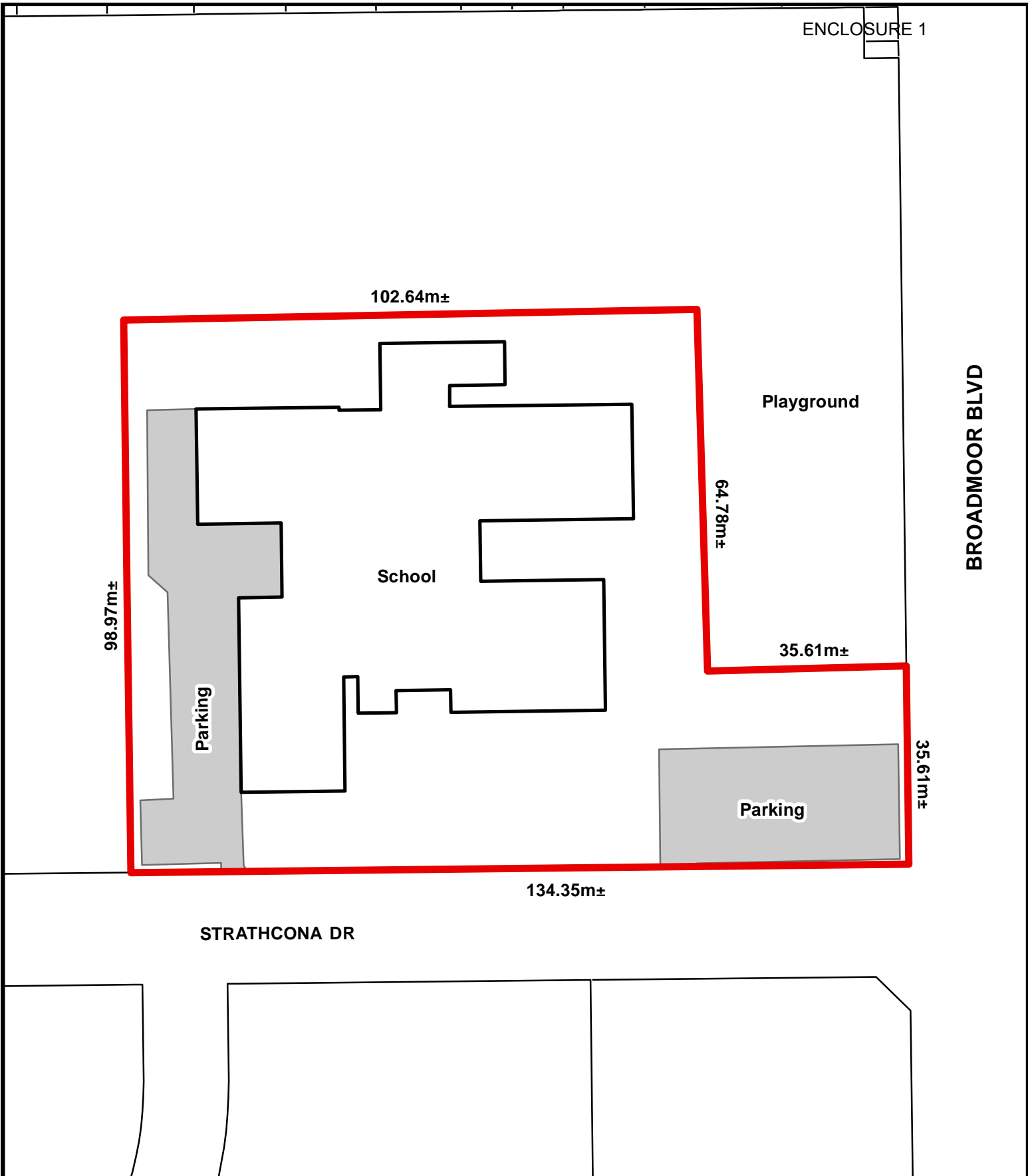


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Date Drawn: Mar/03/17

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4470 Technical Support\Planning Techs\
Land Management\EIPS Lease Agreement



SITE PLAN - B12
 Westboro Elementary School
 Lot 108MR Block 107 Plan 122 0580

 Leased Area = 1.153 ha

PLANNING & DEVELOPMENT SERVICES

 **STRATHCONA COUNTY**

Drawn By: J. Cavers
 Date Drawn: Mar/03/17
 Scale: Not to scale

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 4470 Technical Support\Planning Techs\
 Land Management\EIPS Lease Agreement



AIR PHOTO - B13
 Woodbridge Farms Elementary School
 Lot 57MR Block 180 Plan 782 1874

PLANNING & DEVELOPMENT SERVICES



Drawn By: J. Covers

Date Drawn: Mar/03/17

Scale: Not to scale

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 Land Management\EIPS Lease Agreement

 Leased Area = 0.921 ha

ENCLOSURE 1

PARKER DR

75.97m±

Parking

Parking

24.78m±

WOODBIDGE WY

School

Playground

38.34m±

Parking

31.59m±

16.90m±

19.17m±

45.61m±

37.35m±

Playground

SITE PLAN - B13

Woodbridge Farms Elementary School

Lot 57MR Block 180 Plan 782 1874

PLANNING & DEVELOPMENT SERVICES



Drawn By: J. Cavers

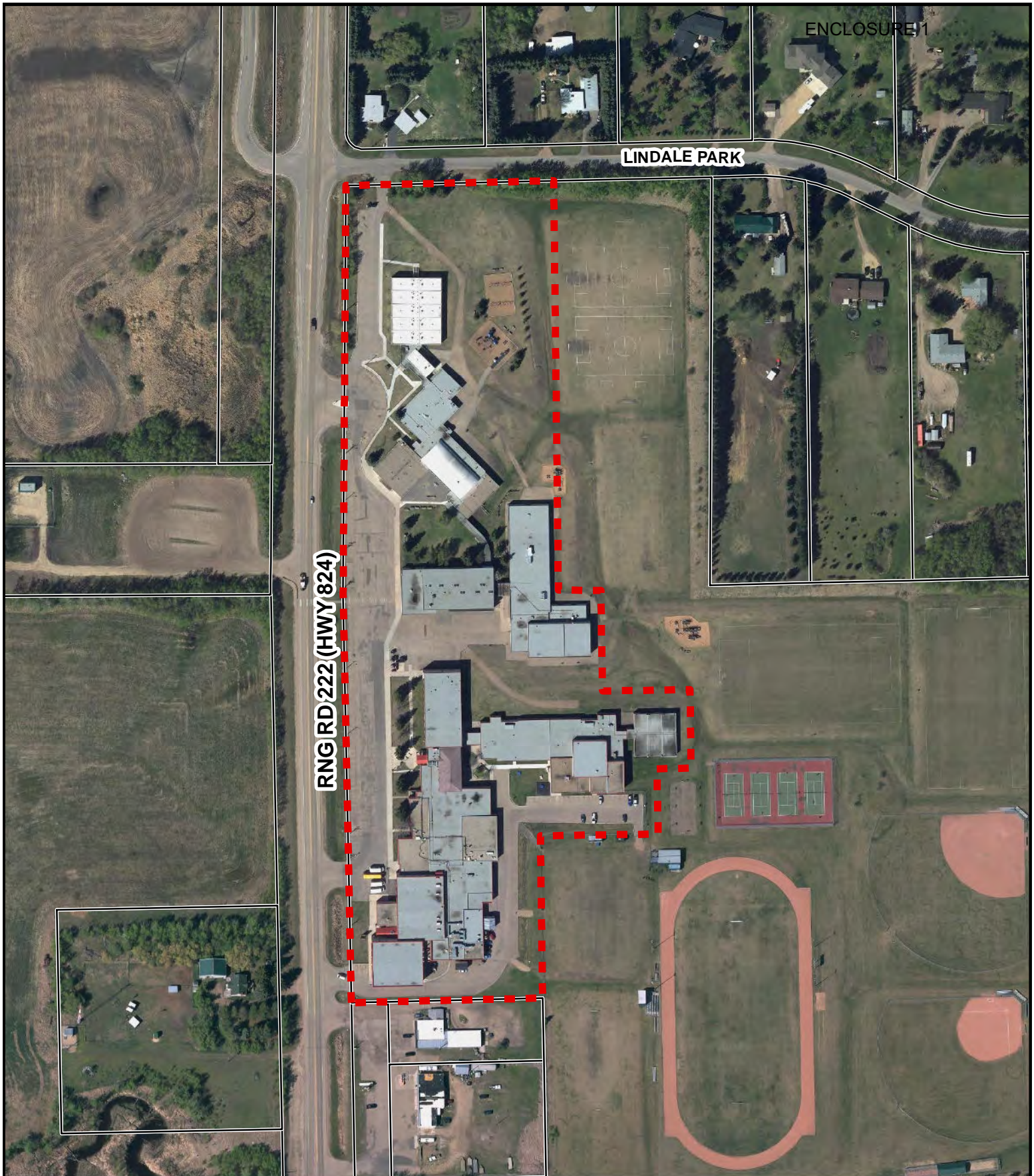
Date Drawn: Mar/03/17

Scale: Not to scale

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Land Management\EIPS Lease Agreement



Leased Area = 0.921 ha



AIR PHOTO - B14
 École Élémentaire Ardrossan Elementary
 & Ardrossan Jr Sr High School
 Lot 3MR Plan 862 2604

PLANNING & DEVELOPMENT SERVICES



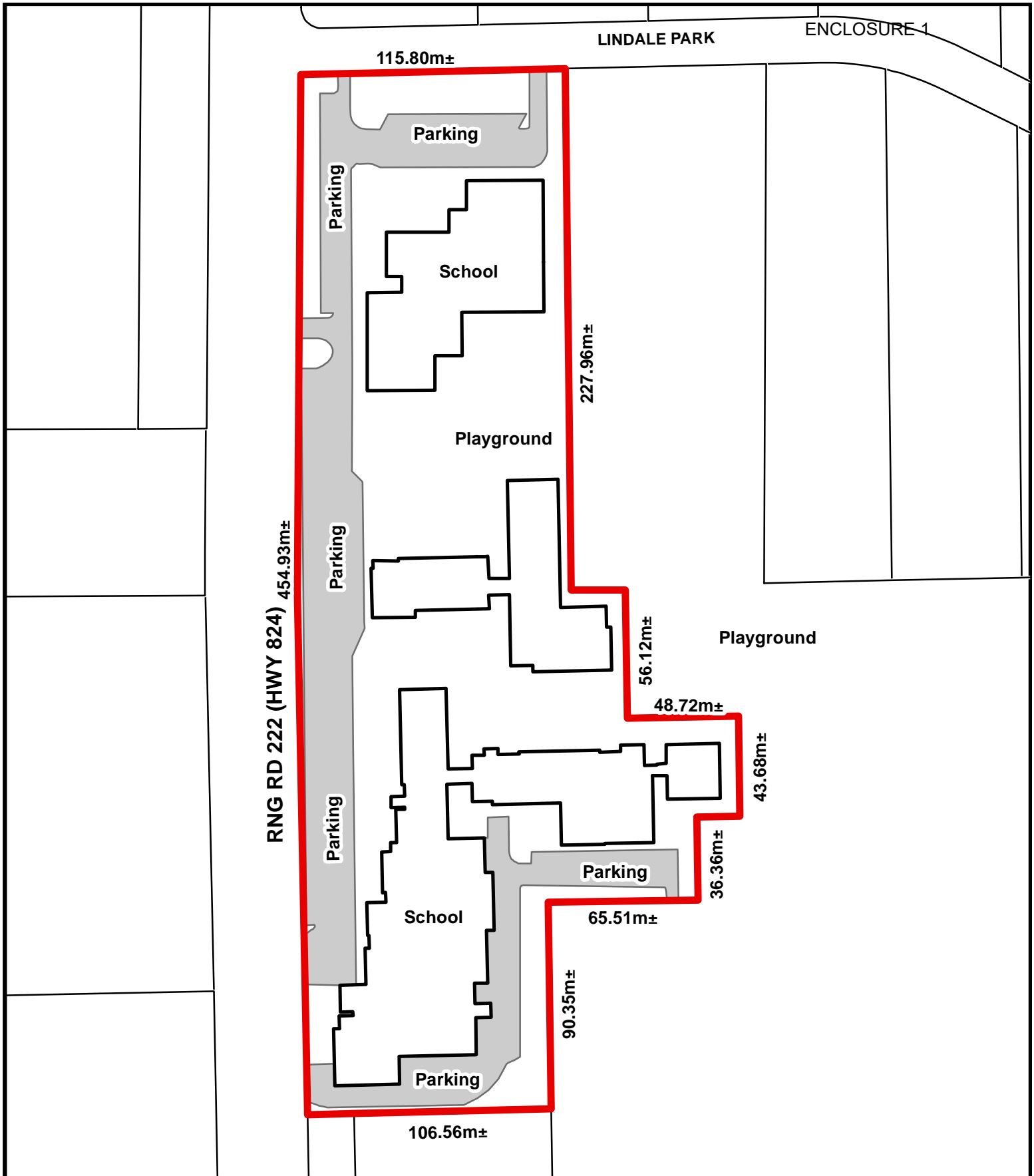
Drawn By: J. Cavers

Date Drawn: Mar/03/17

Scale: Not to scale

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 Land Management\EIPS Lease Agreement

 Leased Area = 5.927 ha



SITE PLAN - B14
 École Élémentaire Ardrossan Elementary
 & Ardrossan Jr Sr High School
 Lot 3MR Plan 862 2604

PLANNING & DEVELOPMENT SERVICES



Drawn By: J. Cavers

Date Drawn: Mar/03/17

Scale: Not to scale

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 4470 Technical Support\Planning Techs\
 Land Management\EIPS Lease Agreement

 Leased Area = 5.927 ha



AIR PHOTO - B15
 Fultonvale Elementary Jr High School

Lot 1MR Block 1 Plan 122 0578

 Leased Area = 2.295 ha

PLANNING & DEVELOPMENT SERVICES



Drawn By: J. Cavers

Date Drawn: Mar/03/17

Scale: Not to scale

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 Land Management\EIPS Lease Agreement



SITE PLAN - B15
Fultonvale Elementary Jr High School

Lot 1MR Block 1 Plan 122 0578

 Leased Area = 2.295 ha

PLANNING & DEVELOPMENT SERVICES



Drawn By: J. Cavers

Date Drawn: Mar/03/17

Scale: Not to scale

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HWY 14

AIR PHOTO - B16

Ministik School

Lot 1MR Block 2 Plan122 0579



Leased Area = 0.493 ha

PLANNING & DEVELOPMENT SERVICES

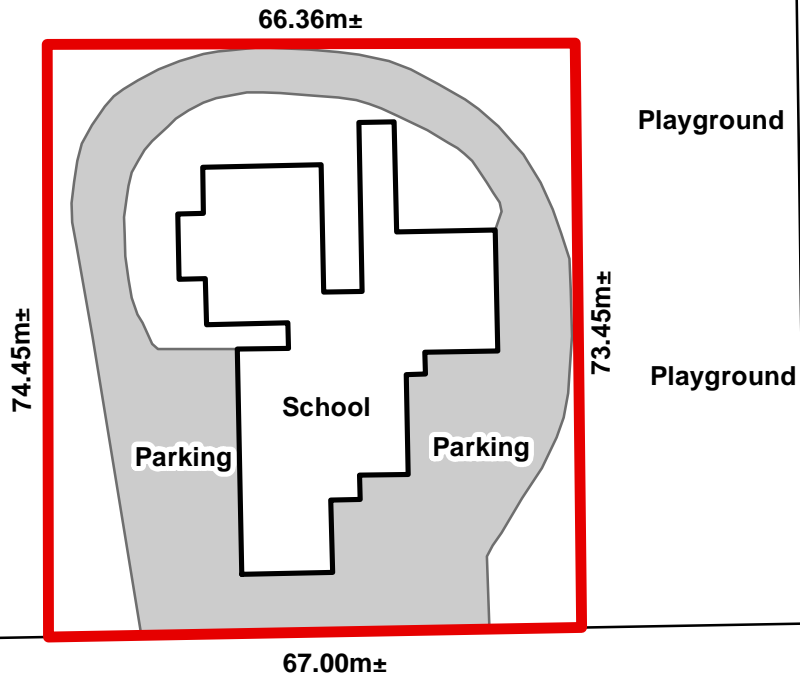


Drawn By: J. Cavers

Date Drawn: Mar/03/17

Scale: Not to scale

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HWY 14

SITE PLAN - B16

Ministik School

Lot 1MR Block 2 Plan122 0579



Leased Area = 0.493 ha

PLANNING & DEVELOPMENT SERVICES



Drawn By: J. Cavers

Date Drawn: Mar/03/17

Scale: Not to scale

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TWP RD 524



AIR PHOTO - B17

Uncas Elementary School

Lot R Plan 782 0647



Leased Area = 1.665 ha

PLANNING & DEVELOPMENT SERVICES



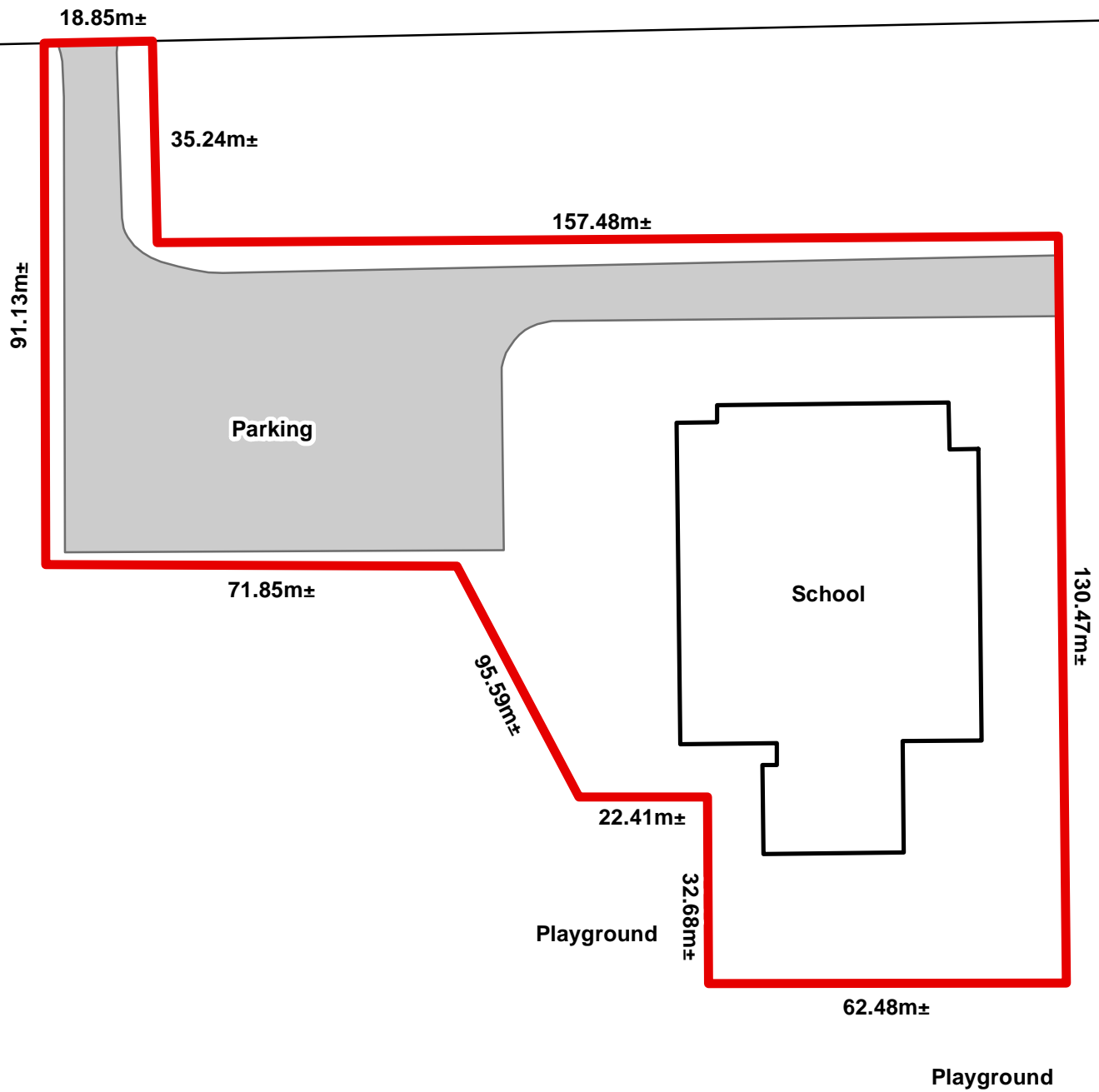
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Date Drawn: Mar/03/17

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Land Management\EIPS Lease Agreement

TWP RD 524



SITE PLAN - B17
Uncas Elementary School

Lot R Plan 782 0647

 Leased Area = 1.665 ha

PLANNING & DEVELOPMENT SERVICES



Drawn By: J. Covers

Date Drawn: Mar/03/17

Scale: Not to scale

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ENCLOSURE 1

WYECLIFF

WYECLIFF

LAKEVIEW ESTATES

WYECLIFF

AIR PHOTO - B18

Wye Elementary School

Lot 40MR Plan 902 1273

 Leased Area = 0.951 ha

PLANNING & DEVELOPMENT SERVICES

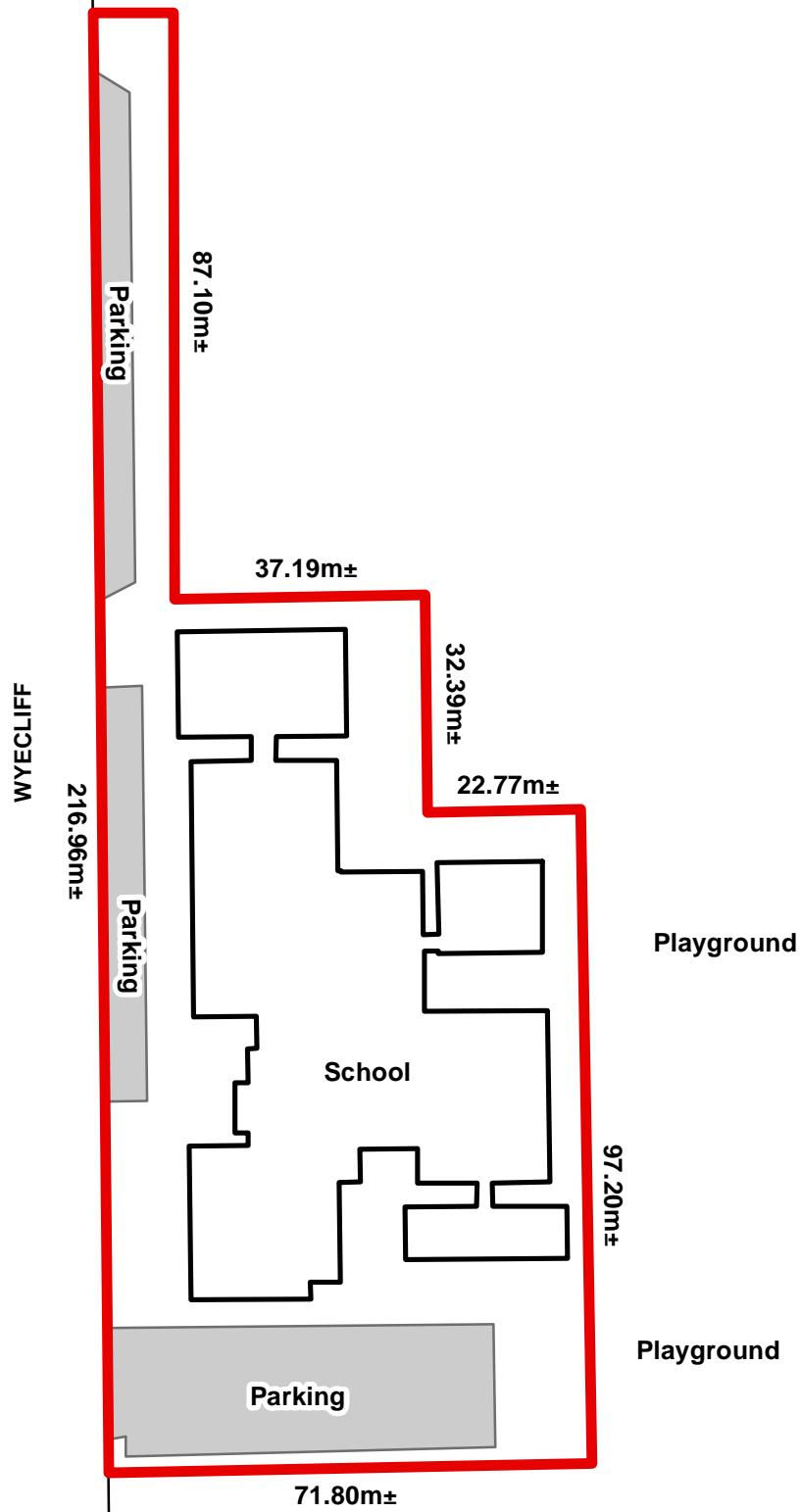


Drawn By: J. Cavers

Date Drawn: Mar/03/17

Scale: Not to scale

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4470 Technical Support\Planning Techs\
Land Management\EIPS Lease Agreement



SITE PLAN - B18

Wye Elementary School

Lot 40MR Plan 902 1273

Leased Area = 0.951 ha

PLANNING & DEVELOPMENT SERVICES



Drawn By: J. Cavers

Date Drawn: Mar/03/17

Scale: Not to scale

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**SCHEDULE “C”
FAIR MARKET VALUE**

- C.1. The Option Price shall be the Fair Market Value of the Optioned Property.
- C.2. The Fair Market Value of the Optioned Property shall be determined as at the Exercise Date.
- C.3. From the Exercise Date to the Appraisal Date, the County and the Board shall, acting reasonably and in good faith, attempt to determine and agree upon the Fair Market Value for the Optioned Property as at the Exercise Date.
- C.4. If the County and the Board are unable to agree on the Fair Market Value for the Optioned Property by the Appraisal Date, the County and the Board shall each to appoint an appraiser within 10 days of the Appraisal Date.
- C.5. Any appraiser appointed under this Agreement must:
- a. be independent of the party appointing the appraiser;
 - b. be an accredited member of the Appraisal Institute of Canada; and
 - c. have been ordinarily engaged in the business of commercial real estate appraisal in Northern and Central Alberta for a period of at least 10 years.
- C.6. If one party fails to appoint an appraiser, the other party may provide the party failing to appoint the appraiser with written notice to appoint an appraiser.
- C.7. If:
- a. the County and the Board are unable to agree upon the Fair Market Value for the Optioned Property;
 - b. either the County or the Board fails to appoint an appraiser within 10 days of the Appraisal Date; and
 - c. such failure continues 5 days following written notice of such failure from the other party,
- the appraisal provided by the appraiser appointed within the 10 day period by the other party shall determine Fair Market Value.
- C.8. Upon the preparation of their appraisals, the appraisers shall provide the appraisals to their respective clients and the County and the Board shall, acting reasonably and in good faith, attempt to determine and agree upon the Fair Market Value for the Optioned Property as at the Exercise Date. The County and the Board shall attempt to determine and agree upon the Fair Market value no later than 20 days after the Appraisal Date.
- C.9. If County and the Board agree upon the Fair Market Value for the Optioned Property as at the Exercise Date, the agreed upon Fair Market Value shall be final and binding on the County and the Board.

C.10. If, within 20 days of the Appraisal Date, the County and the Board are not able to agree upon the Fair Market Value for the Optioned Property as at the Exercise Date, within 10 days after, the County and the Board shall jointly appoint a third appraiser.

C.11. The third appraiser must provide a Fair Market Value appraisal to both the County and the Board within 60 days of the appointment of the third appraiser.

C.12. Fair Market Value of the Optioned Property shall be the average of the Fair Market Value as determined by each of the three appraisers which average shall be final and binding on the County and the Board.

C.13. If the parties are required to appoint a third appraiser and cannot agree upon the appointment of such third appraiser within the 10 day period provided for under section C.10, the appointment of such appraiser shall be determined by arbitration pursuant to the provisions of the *Alberta Arbitration Act*. Either the County or the Board may initiate proceedings thereunder to appoint such appraiser by arbitration. The County and the Board shall share equally the costs of the arbitration, unless otherwise determined by the arbitrator.

C.14. The County and the Board shall each bear the costs of their appraiser.

C.15. The County and the Board shall share equally the costs of the third appraiser.