

Summary of Lease and Transfer Agreement Terms

Preamble	Reflects background relationship of the parties
Article 1 Definitions	Definitions for the Agreement, including: Facility Fair Market Value Force Majeure Hazardous substances Landscaping Optioned Lands Reciprocal Use Agreement
Article 2 Demise	Provides for the lease of the Lands
Article 3 Term	Term of Agreement is 20 years with option to renew for a further 20 years.
Article 4 Examination of Lands	Board agrees to accept lands on as is basis
Article 5 Rent	Basic rent for the Term and Renewal Term is \$1.00
Article 6 Taxes	Board to pay all taxes payable on lands, and to pay GST
Article 7 Ownership	<p>EIPS beneficially owns the land within the "footprint" of the school sites, as identified in Schedule "B".</p> <p>If the Minister declares the land to be surplus, but does not direct its disposition, the County has an option to purchase the optioned lands within 30 days of notification of the option, which purchase is subject to Minister of Education approval.</p> <p>If the County does not exercise its option in time, it expires.</p> <p>The purchase price shall be fair market value as determined in accordance with Schedule "C".</p> <p>If the County does not exercise its option, the optioned land is to be subdivided with the parties sharing the cost of subdivision equally. The County is to apply for subdivision within 6 months of the triggering date.</p> <p>Upon subdivision, the lands are to be designated "school reserve" and the County has no obligation for maintenance for the lands, other than as set out in the Reciprocal Use Amending Agreement.</p>
Article 8 Quiet Enjoyment	<p>The Reciprocal Use Agreement between the County and EIPS is to be amended only to the extent necessary to effect the agreement.</p> <p>The Colchester School site and Colchester lagoon site are to be removed from the Reciprocal Use Agreement.</p>

	<p>EIPS's obligation to pay fees for grounds maintenance is reduced from 45% to 10% for so long as the Lease and Transfer Agreement is in effect.</p> <p>If EIPS obtains title to a "footprint", it again pays 45% of the fees for ground maintenance. If the "footprint" remains in use for "public education" purposes, the fees remain at 10%.</p> <p>If EIPS pays 45% fees for a "footprint", it may choose to remove the "footprint" from the Reciprocal Use Agreement.</p> <p>If the "footprint" is removed from the Reciprocal Use Agreement, the County may use the adjacent lands in any manner it determines appropriate.</p>
Article 9 Operation	<p>The Board owns the facilities and must operate and manage it in a wood, workmanlike manner, as a prudent owner.</p> <p>The Board must pay utilities.</p> <p>The Board cannot permit any nuisance on the lands and must comply with all laws and regulations.</p> <p>The Board may do work on the facilities, but requires development and building permits.</p> <p>The County is entitled to use the parking areas on the "footprint" between 4:30 pm to 12:00 midnight on regular school days and between 6:00 am to 12:00 midnight on non-school days.</p>
Article 10 Insurance and Indemnity	<p>The Board must maintain \$5,000,000 insurance for comprehensive general liability insurance with the County as an additional named insured.</p> <p>The Board must provide evidence of insurance and must indemnify the County for any actions arising out of the use and occupation of the lands and facilities.</p>
Article 11 Subletting and Assignment	<p>The Board may sublet to an educational institution or body. If the County opts to purchase the "footprint", EIPS must terminate the sublease.</p>
Article 12 Default and termination	<p>If the Board fails to perform an obligation or fails to remedy a default within 30 days, it is an act of default which may cause the County to terminate the agreement.</p>
Article 13 County's Performance and remedies	<p>The County may choose to perform Board obligations and then have the Board reimburse it.</p> <p>The County's failure to enforce any breach is not a waiver of the terms.</p> <p>The County may forcibly re-enter, if required.</p>

	Specific remedies in the lease do not prevent the County from accessing other remedies available to it in law.
Article 14 Responsibility	The County is not responsible for any injury or damage occurring arising from the use of the property.
Article 15 General	<p>The Board's interest is subject to any easements, etc. in the lands.</p> <p>When the term expires, any overholding is on the same terms as the agreement.</p> <p>Notices are to be provided to the addresses of the parties.</p> <p>The agreement is governed by the law of Alberta.</p> <p>Time is of the essence.</p> <p>There are no other agreements in place dealing with the lands and the previous lease is terminated.</p>
Schedule A	Lists the legal descriptions of the 18 Schools covered by the agreement.
Schedule B	Shows the air photos and the site plans for the foot prints of the leased areas.
Schedule C	<p>Fair market value is determined first by the parties attempting to agree it.</p> <p>If they cannot, each appoints an appraiser who provides an appraisal to their respective clients. After receipt of the appraisals, the parties again attempt to agree on fair market value.</p> <p>Failing agreement, the parties appoint a third appraiser who provides an appraisal to the parties. The fair market value is the average of all three appraisals, which is binding on the parties.</p>