



REQUEST FOR DECISION (RFD)

MEETING:	Regular Council
MEETING DATE:	May 13, 2025
ORIGINATED BY:	Kelly Bunn, Interim Chief Administrative Officer
TITLE/SUBJECT:	Elk Island Park Lease
AGENDA NO.:	H.8

ISSUE

Through on-going discussions, it has been determined that Elk Island Park will remain open as a public camp area and that the operation of the Park will be under the care of the Elk Island Recreation Group. In order to open the campground this year an agreement must be entered into between the Municipal District and the Recreation Group.

BACKGROUND – The preparation of this agreement appears to have been a somewhat lengthy and difficult process as evidenced by the fact that the document before Council is now “Draft 6”. Most notable concerns appear to revolve around insurance requirements, liability and payment guarantees.

OPTION 1 – Approve the current agreement (Draft 6)
ADVANTAGES – Elk Island Park will be able to open for the season with basic roles and responsibilities defined.
DISADVANTAGES – There may still be some points of disagreement between the Recreation Group and the MD with respect to certain clauses in the agreement.
FINANCIAL IMPLICATIONS – The current draft of the agreement has removed the pre-determined annual funding of \$5000.00 from the MD to the Recreation Group but there is still the allowance for the Recreation Group to request funds on an annual basis.
Road access and associated maintenance costs remain with the MD.
As with any similar facility the MD still has potential liability for accidents or damages that may occur as we are the Recreation Lease holder.

Option 2 – Approve the current agreement with the added stipulation that an operations review must occur after the park closes in 2025 and prior to December 31, 2025. If any amendments to the agreement are required they be brought forward to Council in the first quarter of 2026.
ADVANTAGES: The park is allowed to open as intended but there is a recognition by both parties that there will be an opportunity/requirement to review and, if necessary, amend the agreement at the end of the season.
DISADVANTAGES: There is potential for disagreement during the initial season of operations.
FINANCIAL IMPLICATIONS: Similar to Option 1

OPTION 3 – Further amend the agreement prior to signing with full legal review.

ADVANTAGES – Increased confidence that the agreement is fully and properly vetted prior to implementation.

DISADVANTAGES – This will likely be a time-consuming initiative and will considerably delay the park from opening in a reasonable or timely manner.

FINANCIAL IMPLICATIONS – In addition to the costs noted in Option 1 there will be additional, unbudgeted legal expenses.

OPTION 4 – Do not proceed with an operational agreement with the Recreation Group

ADVANTAGES – No added costs, administrative time or potential liability will be incurred.

DISADVANTAGES – The park would not be open or available for use.

FINANCIAL IMPLICATIONS: No current or future expenditures will be required, including road access repair and maintenance.

RECOMMENDATION

Option 2. This allows the park to open as planned but provides assurance to both the Recreation Group and the MD that there is an avenue to re-open and improve the arrangements after the first year of operation.

STRATEGIC PLAN ALIGNMENT

Goal “Recreation and Leisure” Enhance opportunities to increase enjoyment of recreational assets.

ATTACHMENT(S)

Management and Control Agreement Draft 6
Management and Control Agreement – clean copy
Recreational Lease Agreement No. REC 840024

MANAGEMENT AND CONTROL AGREEMENT

This Management and Control Agreement ("Agreement") is made and entered into as of the ____ day of _____, 2025, by and between: Between the Municipal District of Peace No. 135 and Elk Island Recreation Group

Municipal District of Peace No. 135

Hereinafter referred to as the MD
Address: Box 34, 5240-52 Avenue
Berwyn, AB T0H 0E0

And

Elk Island Recreation Group

Hereinafter referred to as the Group
Address: Box 15 Whitelaw, AB T0H 3T0

WHEREAS the MD leases certain lands from the Minister of Forestry, Lands, and Wildlife under Recreation Lease REC 840024, dated August 30th, 2010 hereinafter referred to as the Lands.

WHEREAS Recreation Lease REC 840024 places operational and utilization restrictions on the MD

WHEREAS the MD wishes to give the day-to-day management of the lands to the Group and the Group agrees to manage the lands under the terms of this management agreement for mutual benefit.

WHEREAS the Group is a community-focused recreational nonprofit organization that provides programs and events to the local area, and stewardship of the lands.

NOW, THEREFORE, in consideration of the promises and covenants herein contained, the Parties agree as follows:

1. Purpose of this Management and Control Agreement

1.1 The purpose of this Agreement is to establish a framework for collaboration between the MD and the Group, in order to renew, conserve and restore the lands allowing for the enjoyment of and access by residents of the area to the Peace River.

2. Responsibilities of the MD

2.1 The MD agrees to:

1. Maintain the road to Elk Island Park to the best of its ability.
2. Conduct weed inspection and weed spraying.
3. Conduct playground inspection

- 4.
5. Include the Lands as a high priority for grants and additional funding.
6. Not remove any items from the Lands paid for by the Group without prior written approval from the Group.
7. Not remove any items from the Lands that were paid for by the MD without prior written notice to the Group that the items will be removed.
8. Major repairs needed to maintain the integrity of the perimeter fence shall be jointly managed by the Group and the MD. The Group attests that as of the writing of this agreement the fence is operational. For further clarity **major repairs to the perimeter fence shall be repairs required as a result of an act of nature, such as a blizzard, fire, tornado or the like that causes damages so severe that the fence loses its structural integrity. FOR THE PURPOSES OF THIS SECTION THE FENCELINE INCLUDES THE CATTLE GUARDS**

3. Responsibilities of the Group

- 3.1 **To manage and operate the lands in compliance with Recreation Lease REC 840024, which is attached as Schedule A and forms part of this agreement**

To manage, operate, and administer the Lands as a recreation site. This includes setting the fee rates that camper's pay, collecting the camping fees and dealing with any issues that arise during the course of the camper's stay.

3.1.1 **The CAO shall designate to the President of the Group the duties and powers of Enforcement Officer and Park Attendant as per the MD's Parks and Recreation Bylaw.**

3.1.2 **The Group shall be authorized by Council to prepare a Schedule of Regulations for Elk Island Park as per the MD's Parks and Recreation Bylaw.**

- 3.2 To repair, maintain, upkeep and ensure all facilities, equipment, structures and improvements belonging to the MD or the Group that currently exist or are constructed or brought on to the land in the future. This includes but is not limited to;

- a) General monitoring and reporting of issues
- b) Lawn mowing and care
- c) Garbage removal
- d) Deadfall removal
- e) Maintaining of campsites
- f) Work collaboratively with the Grazing Association.
- g) Maintain an active board and bylaws
- h) Maintain records of all expenses
- i) Fundraise for effects toward future improvements
- j) Provide at minimum an annual report to the MD

Management and Control Agreement Between
Elk Island Park Recreation Group and the Municipal District of Peace No. 135

- k) Fence repairs of a regular or routine nature
- l) If a permit is required from a regulatory body other than the MD in order for the Group to conduct approved activities, the CAO shall provide the Group a written letter of authorization. Written authorization will state what activities are approved. The Group shall use the written approval to get the necessary permits or authorization. Once the Group receives the approval letter from the CAO the Groups' President shall be considered point of contact for communication regarding the activities covered in the letter.

3.2.1 The Group shall have full authority to carry out all of the above activities and any other activities of an operational nature that may arise in the future.

3.3 To take all measures necessary to ensure the safety of all users of the lands, including regular and periodic inspection, and to maintain the lands in clean and sanitary conditions;

3.4 To comply with the *Public Lands Act* and regulations thereto and all other applicable legislation and regulations passed for the administration of public lands. To only use the lands for the purpose of a campsite (Public Facility) and in accordance with Recreation Lease REC 840024.

3.5 To maintain itself as a society registered in good standing under the Societies Act as amended or any other applicable statute of the Province of Alberta;

3.6 Both Parties agree to actively manage and mitigate risks associated with the operation of the Lands. This may include ensuring that all activities are properly supervised, safe practices are followed, and all necessary precautions are taken to prevent injury, damage, or loss.

3.7 The Group agrees to maintain detailed and accurate records of all expenses incurred in connection with this Management and Control Agreement. These records shall include, but are not limited to, receipts, invoices, and financial statements. These records shall be made available to the MD upon request for review and auditing purposes.

3.8 The Group agrees to maintain an active Board of Directors and to operate in accordance with its outlined bylaws. The Group will ensure that its governance structure adheres to all applicable laws, regulations, and internal rules for effective management and decision-making. Any changes to the bylaws or Board of Directors shall be communicated promptly to the MD.

3.9

4. Financial Terms

4.1 Budget and Funding

1. The MD agrees that the Group shall receive as a source of revenue all campground fees paid by visitors to the Lands.
2. The Group agrees to provide in kind services between May 1 and October 31 of each year valued at no less than \$5,000..
3. The Group agrees that all funds received either from the MD, through camping fees from Elk Island Park campers or through the Group's fundraising efforts will be spent on daily

Management and Control Agreement Between
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operations, upkeep or upgrades directly benefiting the Lands.

4. The Group will make effect to fundraise to support a portion of the cost.
5. The Group agrees to be on budget and not run into a negative or borrowed state.
6. The Group agrees to act in good faith with spending.

4.2 Payment Schedule

4.2.1 Payments by the MD under this agreement shall be made according to the following schedule:

- a) The MD agrees to annually inform the Group of the amount of their contribution under this agreement prior to February 1st of the year.
- b) If the MD agrees to provide funding as per 4.2.1.a) the full payment of the agreed amount will be made no later than April 1st of the same year.

5. Insurance and Indemnification

- 5.1 The MD and the Group each agree to maintain general liability insurance covering their respective activities during the term of this Agreement.
- 5.2 The MD shall maintain insurance coverage in the amount of \$5,000,000.00 to cover any risks or incidents associated with their responsibilities under this Agreement.
- 5.3 The Group shall maintain insurance coverage in the amount of \$5,000,000.00 Commercial General Liability Insurance to cover any risks or incidents related to their responsibilities under this Agreement.
- 5.4 Both Parties shall provide proof of insurance to the other Party within fifteen days of signing this Agreement and ensure that such insurance remains in effect throughout the term of this Agreement.
- 5.5 Each Party agrees to indemnify, defend, and hold harmless the other Party from any claims, damages, losses, or expenses, including legal fees, arising out of their own negligence, actions, or failure to fulfill their obligations under this Agreement. The indemnification provisions shall extend to the officers, directors, employees, and agents of both Parties.

6. Term and Termination

- 6.1 **Term:** This Agreement shall begin on May 15, 2025 and will extend until August 20, 2031, which is the date of expiration of Recreation Lease REC 840024 between the MD and the Province of Alberta.
- 6.2 **Termination:** Should either Party desire to terminate this Agreement earlier than the date defined in clause 6.1, they shall provide the other Party 90 days (three months) written notice to the other Party. In the event of termination, the Parties agree to settle any outstanding financial obligations.

Management and Control Agreement Between
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- 6.3 During the notice period, both Parties agree to work together in good faith to address any outstanding obligations and ensure a smooth transition, including, but not limited to the return of any materials, property, or responsibilities related to this Agreement.

7. Confidentiality

- 7.1 Both Parties agree to keep any confidential information shared between them under this Agreement, private and not to disclose such information to any third party without prior written consent.

8 Notice

- 8.1 Whether or not so stipulated herein, all notices, communication, requests and statements (the "Notice") required or permitted hereunder shall be in writing. Notice shall be served in writing via email or regular mail as follows:

To the Group: Elk Island Recreation Group
Box 15, Whitelaw, Alberta T0H 3T0
Attention: Sara Foley
Email: elkislandparkrecreationgroup@gmail.com

To the MD: Municipal District of Peace No. 135
Box 34, Berwyn, Alberta T0H 0E0
Attention: Margaret McClarty
Email: cao@mdpeace.com

9. Amendments

- 9.1 If at any time during the continuance of this agreement the parties deem it necessary or expedient to make any alteration hereto, they may do so by means of a written agreement between them, which shall form part of this agreement.

10. Breach of Contract

- 10.1 If either Party fails to comply with the terms of this Agreement, the Party in breach agrees to remedy the breach promptly or indemnify the other Party against any loss, damage, or penalties resulting from non-compliance.

11. Liability

- 11.1 The Parties acknowledge that they will not hold each other liable for any indirect, incidental, or consequential damages arising out of this Agreement. Each Party will be responsible for any claims arising from their own actions, including claims brought by third parties.

12. Activities Outside the Lease Agreement

- 12.1 For any activities outside the scope of the lease agreement, the Group agrees to:

Management and Control Agreement Between
Elk Island Park Recreation Group and the Municipal District of Peace No. 135

- a) Obtain approval from the Council of the MD.
- b) Obtain all necessary permits, approvals, or permissions from relevant authorities before proceeding with such activities.
- c) Provide the MD with documentation of any required permits or approvals obtained for activities outside the lease, prior to the commencement of such activities.
- d) Ensure that any activities beyond the lease terms do not violate local regulations, zoning laws, or the terms of the lease agreement.

13. Miscellaneous

13.1 **Force Majeure:** Neither Party shall be held responsible for failure to perform its obligations under this Agreement if such failure is caused by events beyond its reasonable control (e.g., natural disasters, pandemics, etc.).

13.2 **Assignment:** Neither Party may assign or transfer any rights or obligations under this Agreement without the written consent of the other Party.

13.3 **Severability:** If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

13.4 **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta, and the laws of Canada applicable therein.

13.5 **Entire Agreement Clause:** This document embodies the entire agreement of the parties with regard to the matters dealt with, and no understandings or agreements, verbal or otherwise, exist between the parties except as herein expressly set out. Any notice required under this agreement shall be properly conveyed if sent by regular mail to the usual address of the parties.

14.1 ~~guards installed in 2024.~~

d) "Management and Control Agreement" Shall refer to this Agreement, which outlines the terms that shall govern the arrangement between the MD and the Group for the upkeep, operations and upgrading of the Lands.

d) "MD" shall refer to the Municipal District of Peace No. 135

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

Municipal District of Peace No. 135

Management and Control Agreement Between
Elk Island Park Recreation Group and the Municipal District of Peace No. 135

Reeve, Robert Willing

Date:

Chief Administrative Officer,
Margaret McClarty

Date:

Elk Island Recreation Group

President, Sara Foley

Date:

Secretary/Treasurer
Susan Salmond

Date:

DRAFT #6

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Management and Control Agreement Between
Elk Island Park Recreation Group and the Municipal District of Peace No. 135

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- 6.3 During the notice period, both Parties agree to work together in good faith to address any

Management and Control Agreement Between
Elk Island Park Recreation Group and the Municipal District of Peace No. 135

outstanding obligations and ensure a smooth transition, including, but not limited to the return of any materials, property, or responsibilities related to this Agreement.

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9.1 If at any time during the continuance of this agreement the parties deem it necessary or expedient to make any alteration hereto, they may do so by means of a written agreement between them, which shall form part of this agreement.

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10.1 If either Party fails to comply with the terms of this Agreement, the Party in breach agrees to remedy the breach promptly or indemnify the other Party against any loss, damage, or penalties resulting from non-compliance.

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12. Activities Outside the Lease Agreement

12.1 For any activities outside the scope of the lease agreement, the Group agrees to:

- a) Obtain approval from the Council of the MD.

Management and Control Agreement Between
Elk Island Park Recreation Group and the Municipal District of Peace No. 135

- b) Obtain all necessary permits, approvals, or permissions from relevant authorities before proceeding with such activities.
- c) Provide the MD with documentation of any required permits or approvals obtained for activities outside the lease, prior to the commencement of such activities.
- d) Ensure that any activities beyond the lease terms do not violate local regulations, zoning laws, or the terms of the lease agreement.

13. Miscellaneous

13.1 **Force Majeure:** Neither Party shall be held responsible for failure to perform its obligations under this Agreement if such failure is caused by events beyond its reasonable control (e.g., natural disasters, pandemics, etc.).

13.2 **Assignment:** Neither Party may assign or transfer any rights or obligations under this Agreement without the written consent of the other Party.

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13.4 **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta, and the laws of Canada applicable therein.

13.5 **Entire Agreement Clause:** This document embodies the entire agreement of the parties with regard to the matters dealt with, and no understandings or agreements, verbal or otherwise, exist between the parties except as herein expressly set out. Any notice required under this agreement shall be properly conveyed if sent by regular mail to the usual address of the parties.

14.1

- a) "Management and Control Agreement" Shall refer to this Agreement, which outlines the terms that shall govern the arrangement between the MD and the Group for the upkeep, operations and upgrading of the Lands.
- b) "MD" shall refer to the Municipal District of Peace No. 135

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

Municipal District of Peace No. 135

Reeve, Robert Willing

Date:

Management and Control Agreement Between
Elk Island Park Recreation Group and the Municipal District of Peace No. 135

Chief Administrative Officer,
Margaret McClarty

Date:

Elk Island Recreation Group

President, Sara Foley

Date:

Secretary/Treasurer
Susan Salmond

Date:

DRAFT #6

Government of Alberta ■
Sustainable Resource Development

Lands Division / Land Dispositions Branch
Petroleum Plaza – South Tower
5th floor, 9915 – 108 Street
Edmonton, Alberta
Canada T5K 2G8
Tel. No. (780) 427-3570
Fax No. (780) 427-1029
www.srd.gov.ab.ca

File No. REC 840024

August 26, 2010

Municipal District of Peace No. 135
P.O. Box 34
Berwyn, Alberta
T0H 0E0

RECEIVED
SEP - 3 2010

Attention: Lyle McKen

Dear Sir:

RE: RECREATION LEASE NO. REC 840024
Pt. W ½ 10-80-26-W5M (24.61 acres)
PURPOSE: Campsite (Public Facility)
EFFECTIVE: August 20, 2006
EXPIRY: August 19, 2031

The above lease has been amended from 15 acre sto 24.61 acres which reflects the actual area described in the survey plan.

The attached documents, issued in your favour, have been executed on behalf of the department. Please sign both copies at the space marked "Lessee's Signature". If a corporation, indicate the position of the signing officer. The copy identified as **DEPT. COPY** must be returned to us within 60 days of the date of this letter. **DO NOT MAKE ANY CHANGES TO THE DOCUMENT.**

As public access is a central feature and is consistent with the intent and purpose of this lease the lease holder shall ensure public accessibility, deemed reasonable to the Minister, to all common recreational/cultural facilities approved under the lease agreement.

An invoice for the charges associated with this lease will be sent under separate cover.

Please ensure you notify this office, in writing, of any change in your name or address and quote our file number on all correspondence.

Sincerely,


Linda Jansman
Disposition Services Section

cc: Land Use – Manning Office

Recreational Lease No. REC 840024

THIS INDENTURE made in duplicate on August 26, 2010.

BETWEEN: HER MAJESTY THE QUEEN, in right of the Province of Alberta, represented herein by the Department of Sustainable Resource Development, by the "director" duly designated under the *Public Lands Act*, (hereinafter called the "director"),

OF THE FIRST PART

AND MUNICIPAL DISTRICT OF PEACE NO. 135, of Berwyn, Alberta in the Province of Alberta, (hereinafter called the "Lessee"),

OF THE SECOND PART

WHEREAS the lands hereinafter described are "Public Lands" within the meaning of the *Public Lands Act*, and

WHEREAS subject to the general provisions of the *Public Lands Act*, the *Forest Act*, and the regulations thereto, the director may grant leases for recreational and exhibition purposes, and

WHEREAS the Lessee has applied for a lease of the lands hereinafter described and the director has approved the application;

NOW THEREFORE THIS INDENTURE WITNESSETH, that in consideration of the rents, covenants and agreements hereinafter reserved and contained and on the part of the Lessee to be paid, kept, observed and performed, Her Majesty by these presents doth demise and lease unto the Lessee as tenant, all that certain parcel or tract of land situate in the Province of Alberta, and being more particularly described in Appendix A hereto attached (hereinafter called the "said lands").

EXCEPTING AND RESERVING unto Her Majesty any and all reservations and exceptions required to be made pursuant to the *Public Lands Act*.

TO HAVE AND TO HOLD the said demised premises unto the Lessee for and during the term of **25** years to be computed from **August 20, 2006**, YIELDING AND PAYING therefor unto the Lessor the sum of **\$246.10** as rental for the said term payable in advance of completion of this lease and such rent to be free and clear of and from all rates, taxes and assessments and from all manner of deductions whatsoever.

AND the Lessee doth hereby covenant and agree with Her Majesty as follows:

- 1a. That the Lessee will at all times during the subsistence of the term hereby created, perform, observe and comply with all the provisions, obligations and requirements which the Lessee is required to perform, observe and comply with by the *Public Lands Act*, or by any act hereafter enacted for the amendment thereof or in substitution therefor or by any regulations made under the authority of any such act as aforesaid, and the terms, conditions and provisions of all such acts and regulations shall be deemed to form part of this lease, which shall be read and construed as if the same had been set out and incorporated herein.
- 1b. That the Lessee shall use the said lands solely for the purpose of **Campsite (Public Facility)**.
2. That the Lessee shall and will, well and truly yield and pay or cause to be yielded and paid to the Department at Edmonton, or other person duly authorized by the Department in that behalf, the rent hereby reserved in manner aforesaid.

3. That the said demised premises and the building or buildings now or hereafter to be erected thereon shall be used by the Lessee solely for the purpose for which this lease has been granted, and the Lessee will not use or cause to be used the said premises for any other purpose or purposes whatsoever without having previously obtained in writing the consent to do so by the director, and further that the Lessee shall not and will not exercise, carry on or commit, or permit to be exercised, carried on or committed any noisy, noxious or offensive entertainment, trade, or manufacture upon the said premises, or in any of the said buildings, and shall not and will not use the same or suffer the same to be used for any illegal or immoral purposes or do or suffer to be done thereon or therein any act or thing whatsoever which may be an annoyance or disturbance to others.
4. That the Lessee shall be at liberty to remove any erections or other improvements which the Lessee shall have placed upon the premises herein upon such terms and conditions as the director may impose and the Lessee hereby agrees not to remove or cause to be removed from the premises herein any erections or other improvements upon the said premises until the Lessee has complied with the terms and conditions imposed by the director.
5. That the Lessee shall and will permit any inspector or other person duly authorized in that behalf, with all proper or necessary assistants, at all reasonable times during the said term, quietly to enter into and upon the said lands and premises, and into all buildings erected thereon, and into any part thereof, and to survey and examine the state and condition thereof.

AND IT IS HEREBY AGREED by and between Her Majesty and the Lessee as follows:

1. That if the Lessee shall at any time make default in the due payment of any sum or sums of money whatsoever which may be payable to Her Majesty or for which the Lessee may be liable pursuant to any of the provisions of this lease, and whether on account of rent, interest, penalty or otherwise, at any of the days or times fixed or appointed for the payment thereof, Her Majesty may, by any person duly authorized by the director in writing, enter and distrain therefor upon the premises described herein or any part thereof and by distress levied upon any goods and chattels which may be found upon the said premises or any part thereof, recover any such sum or sums of money as last aforesaid, together with all costs and expenses of and incidental to any such distress.
2. That if and whenever the rent hereby reserved, or any part thereof, is in arrears and unpaid for a period of more than thirty days, or if default is made by the Lessee in the performance or observance of any of the covenants on the part of the Lessee herein contained, or of any regulations which the Lessee ought to comply with pursuant to these presents or to the *Public Lands Act*, or to both, for a period of thirty days from and after the date of the sending by mail of a notice by or on behalf of the Department to the Lessee of such default, then and in every such case and as often as the same may happen and notwithstanding any previous waiver, the director may by writing, declare this lease to be terminated, and thereupon this lease shall become and be terminated, and be null and void for all purposes other than and except as to any liability of the Lessee under the same incurred before and subsisting at the day when the said lease is declared to be terminated as aforesaid.
3. That if the term hereby granted or the Lessee's goods and chattels on the said lands which are liable to distress shall be at any time seized or taken in execution, or in attachment by any creditor of the Lessee, or if the Lessee shall make any assignment for the benefit of creditors or becoming bankrupt or insolvent, shall take the benefit of any act that may be in force for bankrupt or insolvent debtors, the said term shall immediately become forfeited and void.

- 4. That no waiver on behalf of Her Majesty of any breach of any or either of the provisos, conditions, restrictions and stipulations herein contained, whether negative or positive in form, shall take effect or be binding upon Her Majesty unless the same be expressed in writing under the authority of the director, and any waiver so expressed shall not limit or affect Her Majesty's rights with respect to any other or future breach.
- 5. This lease shall be so construed as to ensure to the benefit of the Lessee and such of his heirs, executors and administrators and his and their assigns as are entitled or permitted to benefit thereunder pursuant to the *Public Lands Act*, and to no other persons.
- 6. The Lessee shall comply with all the relevant provisions designated as Schedule "A" hereto attached.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals on August 30, 2010 (date).

SIGNED, SEALED AND DELIVERED by the parties hereto in the presence of:

Linda J. Jansman
 Witness to the signature for the director

Connie Grogan
 For: The director, *Public Lands Act*

[Signature]
 Witness to the signature for the Lessee

[Signature]
 Lessee's Signature

[Signature]
 Witness to the signature for the Lessee

Lyle McKen
 Lessee's Signature

SCHEDULE A

1. 001 IN THIS DOCUMENT, unless the context indicates otherwise:

"**approval (of a departmental officer)**" whenever required, must be in writing.

"**authority**" means: this document or the right to occupy public land granted by this document.

"**department**" means: Sustainable Resource Development
Lands Division
Petroleum Plaza, South Tower
9915 – 108th Street
Edmonton, Alberta T5K 2G8
Telephone: 780-427-3570

"**departmental officer**" means: an employee of the Sustainable Resource Development, Lands Division, responsible for the management of surface activity on the land.

"**holder**" means: the recipient of the right to occupy public land granted by this document.

"**land(s)**" means: the specific land which the holder is authorized to occupy by this document.

"**director**" means: the "director" duly designated under the *Public Lands Act*.

payments required by this document are to be made payable to "**Minister of Finance**" and may be delivered to the nearest Public Lands office, or mailed to:

Sustainable Resource Development
Lands Division
Main Floor, Petroleum Plaza, South Tower
9915 – 108th Street
Edmonton, Alberta T5K 2G8

- a) The holder shall comply with all relevant laws in the Province of Alberta.
- b) A copy of this authority shall be retained on the job site during all phases of your activity, including, if applicable, preparation, construction, development, maintenance and abandonment.

APPENDIX A
LEGAL DESCRIPTION
FOR
REC 840024

EP PLAN NO: 780022 MS
PURPOSE: PUBLIC FACILITY

AFFECTED LANDS(MERIDIAN-RANGE-TOWNSHIP-SECTION-1/4SECTION-LEGAL SUBDIVISION
-QUADRANT-QUARTER QUADRANT)
-HECTARES-- ---ACRES-- -----DETAILS-----
5-26-080-10-SW 7.250 17.92
 10-NW 2.710 6.70

AREA SUMMARY
=====

THE TOTAL LANDS HEREIN DESCRIBED CONTAIN 9.960 HA (24.61 ACRES)
MORE OR LESS

SUBJECT TO:
=====

THE AUTHORIZATIONS AND DISPOSITIONS LISTED ON THE ATTACHED "SCHEDULE B", IF ANY, HAVE BEEN ISSUED ON THE QUARTER SECTIONS OF LAND ON WHICH YOUR DISPOSITION HAS BEEN ISSUED AND MAY BE PRIOR AND SUBSISTING AUTHORIZATIONS AND DISPOSITIONS TO YOUR DISPOSITION AND MAY RELATE TO AND AFFECT YOUR DISPOSITION AND THE LANDS ON WHICH YOUR DISPOSITION HAS BEEN ISSUED.

SUPPLEMENTARY INFORMATION

(LTO) - LAND TITLES OFFICE
(AE) - ALBERTA ENVIRONMENT/LAND ADMINISTRATION DIVISION
(ATS) - ALBERTA TOWNSHIP SURVEY
(HA) - HECTARES
1 HECTARE = 2.471054 ACRES

2010/08/13
14:25:45
SUBMITTED BY LSLBI74

- c) Schedule "B", attached, lists any prior and subsisting authorizations and dispositions (prior rights) issued on the quarter sections included in this authority. The holder shall not conduct any activity on the land where prior rights have been issued without the consent of the holder of these prior rights.

Surface rights plot sheets showing active dispositions, and individual activity plans can be purchased from IHS, Main Floor, Petroleum Plaza, South Tower, 9915-108 Street, Edmonton, Alberta, T5K 2G8, Telephone: 780-413-3380, Fax: 780-413-3383 or Website: <http://www.petrosurveys.ca>.

- d) If a trapping area (TPA) is listed in Schedule "B", the holder shall contact the registered trapper at least TEN DAYS PRIOR TO COMMENCING ANY ACTIVITY. This must be done by registered mail and we recommend personal communication follow-up. The trapper's name and address may be obtained from Alberta Energy, Crown Land Data Support (Telephone: 780-422-5727). For other information concerning registered traplines, contact the Client and Licensing Service, Sustainable Resource Development, Edmonton, Alberta (Telephone: 780-427-5185) upon receipt of this approval. The holder may be responsible for any damage to traps, snares or other improvements.
- e) The holder is responsible for obtaining any necessary federal, municipal and other permits and approvals with respect to this activity.
- f) The holder agrees to hold harmless the Department from any and all third party claims, demands, or actions for which the holder is legally responsible, including those arising out of negligence or willful acts by the holder or the holder's employees or agents. This hold harmless shall survive this Agreement.
- g) The holder shall indemnify and save harmless the Department from any and all claims, actions, suits, or similar proceedings commenced by any competent regulatory body against the holder or the Department in connection with the activity or holder's use of the land, including without limitation the local municipality, any other department or agency of the Alberta Government or the Government of Canada.
- h) The holder shall, at its own expense and without limiting its liabilities herein, insure its operations under a contract of General Liability Insurance, in accordance with the *Alberta Insurance Act*, in an amount not less than \$2,000,000 inclusive per occurrence, insuring against bodily injury, personal injury and property damage including loss of use thereof. The holder shall provide the Department with acceptable evidence of all the insured prior to the commencement of the Work and shall promptly provide the Department with a certified true copy of each policy upon request.

- i) This authorization is granted subject to further amendment by the Department of Sustainable Resource Development, in its sole discretion.
2. 051 As public access is a central feature and is consistent with the intent and purpose of the disposition, the holder shall ensure public accessibility, deemed reasonable to the Department, to all common recreational/cultural facilities approved under the disposition.
3. 039 The holder shall submit a Development and Reclamation plan prepared in accordance with the attached document to the Department and receive approval for this plan prior to any development taking place pursuant to this authority.
4. 098 The holder shall contact and advise the departmental officer of its intentions:
- prior to entry upon the lands for a stated purpose,
 - prior to any additional construction during the term of this authority,
 - at the completion of operations, and
 - upon abandonment of this activity.
- Manning, Alberta; Telephone: (780) 836-2881.
5. 104 Unless otherwise approved by a departmental officer, the holder shall use only existing clearings/trails and not clear any new areas.
6. 105 Any activity on the land during adverse ground conditions must be suspended if the activity is likely to cause unacceptable damage to vegetation or soil, as may be determined by the holder or the Department.
7. 106 The holder shall leave a buffer zone of undisturbed vegetation of a minimum width as indicated between these lands and the following:
Specify lake/river/road/etc.: Peace River
Minimum width: 100 metres.
8. 110 The holder shall use the lands only during frozen or dry ground conditions.
9. 113 The holder shall not conduct any activity on any of the lands included in this authority (unless otherwise indicated) between the dates specified: Dates: From December 1st to April 30th.
10. 116 The holder shall not use the lands for any permanent, second home or non-essential residence. Residency is restricted to the use of facilities supplied or developed for staff deemed to be essential for the management, operation and/or maintenance of the activity granted by the lease. This includes caretaker residence for security purposes.
11. 127 The holder shall reclaim all disturbed land surfaces within two growing seasons. Interim reclamation, including site and debris clean-up, slope stabilization, recontouring with subsoil, and spreading of topsoil shall be done progressively and concurrently with operations.

12. 128 Final surface reclamation must meet the requirements for the specific activity in place at the time of abandonment.
13. 129 Upon cancellation and abandonment, the holder shall contour the disturbed land to an acceptable land form using subsoil. The holder shall replace topsoil and restore the natural drainage by removing any culverts and fills. In addition, the holder shall take all required measures to prevent soil erosion and watercourse/water body sedimentation occurring.
14. 130 Unless otherwise specified by a departmental officer, initial efforts at re-establishing a vegetative cover on disturbed surfaces must be accomplished by:
 - Seeding using only a native species seed mixture that shall be approved by a departmental officer. The holder shall provide a certificate of seed analysis for each species. (Refer to the Native Plan Re-Vegetation Guidelines for Alberta, February 2001).
15. 131 The holder shall cut, keep down and destroy all noxious weeds and restricted weeds as per the *Public Lands Act*.
16. 135 The holder shall remove all garbage and waste material from this site to the satisfaction of the Department, in its sole discretion.
17. 138 The holder shall dispose of all woody debris by burning (under authority of a burning permit, when required) unless otherwise approved by a departmental officer.
18. 139 Any garbage remaining on site overnight must be placed in bear-proof containers. The holder shall ensure that these containers are emptied regularly or when the holder will be off the land for more than two days.
19. 140 The holder shall prepare the site without causing any disturbance to the soil surface. All preparations shall be done to the satisfaction of the director or his designate, in his sole discretion.
20. 141 The holder shall strip and pile the topsoil separately from any woody material and subsoil in such a manner that it can be distributed evenly over the disturbed area when operations have been completed.
21. 144 The holder shall salvage all merchantable:
 - timber.
22. 147 No watercourse/water body crossings are permitted without prior approval in writing from the departmental officer.
23. 148 The holder shall not deposit or push debris, soil or other deleterious materials into or through any watercourse or water body or on the ice of any watercourse/water body.

24. 155 The holder shall construct a fence along the perimeter of the lease area. The timing of construction and removal of the fence will be as directed by a departmental officer.
25. 158 The holder shall take all precautions and safeguards necessary to prevent soil and surface erosion to the satisfaction of the Department in its sole discretion.
26. 161 The holder shall not create any interruptions to natural drainage, including ephemeral draws that may result in blockage of water flow.
27. 174 The holder shall repair or replace any existing range improvements (fences, water supplies, etc.) damaged as a result of its activities on the land.

All licences, authorizations and approvals issued under the *Alberta Environmental Protection and Enhancement Act*, *Water Act* or *Public Lands Act* should not be taken to mean the proponent (applicant) has complied with federal legislation. Proponents should contact Habitat Management, Central and Arctic Region, Fisheries and Oceans, at the appropriate local office as listed below, in relation to the application of federal laws relating to the *Fisheries Act* (Canada).

- Bow and Parkland Regions (403) 292-5160
- Northern East Slopes and Northeast Boreal Regions (780) 495-4220
- Prairie Region (403) 394-2920
- Northwest Boreal Region (780) 618-3220

Proponents should also contact the Navigation Protection Program, Canadian Coast Guard, 4253-97 Street, Edmonton, Alberta, T6E 5Y7, Telephone: (780) 495-6325, relating to the *Navigable Waters Protection Act*.

LAND STATUS AUTOMATED SYSTEM

ENR-LSAS LAND STANDING REPORT LSRC1130
 REPORT DATE: 2010-08-13 TIME: 14:26:36 REQUESTED BY: LSLB174 PAGE 1

SCHEDULE B

----- SELECTION CRITERIA -----

REQUESTED LAND LIST: INCLUDE
 TITLE INFORMATION : INCLUDE
 REQUEST LAND STATUS: EXCLUDE

SELECT GEO-ADMINISTRATIVE AREA: ALL
 SELECT ACTIVITIES:

INCL/EXCL	ACTIVITIES	MAX STATUS	ALL/NONE/SOME	IF SOME, SPECIFY TYPE
I	SURFACE DISP	6	ALL	
I	RESERVATIONS	6	ALL	
I	ENCUMBRANCES	6	ALL	
I	LAND POSTINGS	6	ALL	
I	INTERIM RECORDS	6	ALL	
I	SUBDIVISIONS	5	ALL	

----- REQUESTED ACTIVITY -----

REQUESTED ACTIVITY: REC- 840024

----- REQUESTED LAND -----

REQUESTED LAND	OWNERSHIP	TITLE	ADMINISTERED	SURVEY	-- AREA IN HECTARES ---		--- AREA IN ACRES ---	
	STATUS	STATUS	BY	STATUS	LAND	TITLE	LAND	TITLE
5-26-080-10-SW	CROWN	UNTITLED FLW REMARKS: PT. RIVER		SURVEYED	20.275		50.10	PARTLY WATER
5-26-080-10-NW	CROWN	UNTITLED FLW REMARKS: PT. RIVER		SURVEYED	64.669		159.80	PARTLY WATER
TOTAL	CROWN	UNTITLED		SURVEYED	84.944		209.90	PARTLY WATER

----- GEO-ADMINISTRATIVE AREAS -----

COAL DEVELOPMENT REGION	SETTLED							CODE: CDR-1
5-26-080-10-SW				N/RIVER & ISLANDS				
5-26-080-10-NW				N/RIVER				
ENVIRONMENT CORPORATE REGION	NORTHERN							CODE: ENV-3
5-26-080-10								
ENVIRONMENT CONS. & RECL. DISTRICT	NO. 1							CODE: ERD-001
5-26-080-10								
FOREST MANAGEMENT UNIT	NORTHWEST			SMOKY		G10		CODE: FMU-G -10
5-26-080-10-03								
5-26-080-10-04								
5-26-080-10-05				PORTION				
5-26-080-10-06				PORTION				

LAND STATUS AUTOMATED SYSTEM

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----- GEO-ADMINISTRATIVE AREAS -----

FOREST MANAGEMENT UNIT	(CONTINUED)			
5-26-080-10-11		PORTION		
FOREST MANAGEMENT UNIT	NORTHWEST	PO3 PEACE		CODE: FMU-P -53
5-26-080-10-05		PORTION		
5-26-080-10-06		PORTION		
5-26-080-10-11		PORTION		
5-26-080-10-12				
5-26-080-10-13				
5-26-080-10-14				
FISH & WILDLIFE ADMIN REGION	PEACE RIVER REGION	PEACE RIVER		CODE: FWA-5 -01
5-26-080-10-SW		N/R		
5-26-080-10-NW				
FISH AND WILDLIFE DISTRICT	PEACE RIVER REGION	PEACE RIVER		CODE: FWD-4 -06
5-26-080-10				
GENERAL LANDS CLASSIFICATION	WHITE			CODE: GLC-W
5-26-080-10-SW		N/RIVER & ISLANDS		
5-26-080-10-NW		N/RIVER		
GRAZING ZONE	C			CODE: GRZ-C
5-26-080-10				
INTEGRATED RESOURCE PLAN	SMOKY - PEACE POINT			CODE: IRP-S1
5-26-080-10-SW		PT		
5-26-080-10-NW		PT		
LAND USE AREA	NORTHWEST 3	MANNING		CODE: LUA-NW3 -1
5-26-080-10				
MUNICIPAL DISTRICT	BIRCH HILLS COUNTY			CODE: MD -019
5-26-080-10-SW		ISLANDS		
MUNICIPAL DISTRICT	PEACE NO.135			CODE: MD -135
5-26-080-10-SW		N/RIVER		
5-26-080-10-NW		N/RIVER		
RANGELAND DISTRICT	NORTHWEST	WEST PEACE		CODE: RLD-NW -3
5-26-080-10				
REGIONAL PLANNING COMMISSIONS	SOUTH PEACE			CODE: RPC-09
5-26-080-10-SW		IS		

----- ACTIVITIES -----

ACTIVITY	STATUS/TYPE LAND ID	DATE	EXPIRY	CLIENT/INTERIM REMARKS METES AND BOUNDS REMARKS	TOTAL AREA	
					ACRES	HECTARES
DRS-990040	APPROVED	ON 2000-AUG-04	2020-AUG-03	ENVIRONMENT, DEPARTMENT OF	5.63	2.280
	0568 METEOROLOGICAL/HYDRO-METEOROLOGICAL SITE			710 SPECIFIED IN COMMENTS FIELD		
	5-26-080-10-SW	2.280	5.63	ALL THAT PORTION OF CAMP ISLAND WHICH LIES TO THE WEST OF A (MORE) LINE DRAWN WESTERLY FROM THE MOST EASTERLY BOUNDARY OF		

LAND STATUS AUTOMATED SYSTEM

ENR-LSAS

LAND STANDING REPORT

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----- GEO-ADMINISTRATIVE AREAS -----

REGIONAL PLANNING COMMISSIONS (CONTINUED)

SECTION 10 A DISTANCE OF 990.600 METRES (3250.00 FEET).

GRL- 35639	ACTIVE/DISPOSED ON 1901-JAN-01 2016-OCT-31	ELK ISLAND GRAZING ASSOCIATION	1,911.33	773.488
	5-26-080-10-SW 6.920 17.10	NORTH AND WEST OF PEACE RIVER EXCLUDING REC840024		
	5-26-080-10-NW 61.957 153.10	NORTH AND WEST OF PEACE RIVER AND EXCLUDING REC 840024		
LOC- 850573	APP. FOR AMENDMEN ON 2010-MAY-26 2006-AUG-19	PEACE 135, M. D. OF	3.22	1.302
	5-26-080-10-NW 0.882 2.18			
PNT-860168	APPROVED ON 1986-MAR-24 9999-999-99	WEST PEACE OFFICE - RANGELAND	1,426.20	577.163
	0120 FRAGILE SLOPE HAZARD	3 NO AGRICULTURAL DISPOS 100 GRAZING/HAYING		
	5-26-080-10-SW 6.920 17.10	N & W/RIV		
	5-26-080-10-NW 61.957 153.10	N & W/RIV		
PNT-920184	APPROVED ON 1992-APR-28 2012-APR-30	WEST PEACE OFFICE - RANGELAND	185.20	74.948
	0312 RIVER RECREATIONAL SITE POTENTIAL	4 NO SURFACE DISPOSITION 110 UNIMPR GRAZNG		
		400 RECREATION ONLY		
		621 OIL & GAS ONLY		
		710 SPECIFIED IN COMMENTS FIELD		
	5-26-080-10-SW 10.279 25.40	N/R		
	5-26-080-10-NW 64.669 159.80			
REC- 840024	APP. FOR AMENDMEN ON 2010-MAR-30 2006-AUG-19	PEACE 135, M. D. OF	24.61	9.960
	5-26-080-10-SW 7.250 17.92			
	5-26-080-10-NW 2.710 6.70			

*** NOTE: THE FOLLOWING DISCLAIMER ***

----- D I S C L A I M E R -----

THIS STANDING REPORT IS PROVIDED SUBJECT TO THE CONDITION THAT HER
MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF ALBERTA AND HER EMPLOYEES:

- (1) HEREBY DISCLAIM AND ARE RELEASED FROM ANY AND ALL RESPONSIBILITY
FOR THE INFORMATION IN, AND ANY OMISSION OF THE INFORMATION FROM,
THIS REPORT;
- (2) SHALL NOT BEAR ANY RESPONSIBILITY FOR ANY LOSS OR DAMAGE OF ANY
KIND ARISING FROM OR IN RESPECT OF ANY ABSENCE OF INFORMATION OR
ANY ERRORS OR OMISSIONS (WHETHER THE AFORESAID OCCASIONED BY
NEGLIGENCE OR OTHERWISE) IN OR AFFECTING THIS REPORT OR THE
INFORMATION THEREIN.

THIS REPORT DOES NOT SHOW CAVEATS, BUILDERS' LIENS, OR OTHER
INSTRUMENTS, IF ANY, REGISTERED AT LAND TITLES OFFICE IN RESPECT OF
ANY LANDS OR INTERESTS THEREIN. PERSONS ARE ADVISED TO ALSO EXAMINE
RECORDS AT LAND TITLES OFFICE TO ASCERTAIN WHETHER OTHER INSTRUMENTS
THAT MAY CONCERN THE LANDS OR INTERESTS THEREIN HAVE BEEN REGISTERED.

*** END OF REPORT ***

