

BYLAW # 3278

Bylaw to Provide for the Lease of Environmental Reserve Lands to the Aspen Ridge Community Association

A bylaw of the County of Grande Prairie No. 1 in the Province of Alberta to provide for the lease of Environmental Reserve Lands to the Aspen Ridge Community Association.

WHEREAS: The County of Grande Prairie No.1 is the registered owner of environmental reserve lands located within the Aspen Ridge Subdivision and;

WHEREAS: The Aspen Ridge Community Association is a non-profit organization incorporated pursuant to the Alberta Societies Act and;

WHEREAS: the Aspen Ridge Community Association desires to use the environmental reserve lands located within the Aspen Ridge Subdivision to preserve the environmental integrity of the environmental reserve lands and to ensure public safety by maintaining the area in its natural state;

WHEREAS: Section 676(1) of the Municipal Government Act (Alberta) provides that Council may by bylaw approve the use of environmental reserve for a purpose not specified in section 671(1) of the Municipal Government Act and lease or dispose of an environmental reserve other than by sale for a term of not more than 3 years;

NOW THEREFORE, under the authority of the Municipal Government Act, the Council of the County of Grande Prairie No. 1, in the Province of Alberta, hereby enacts as follows:

INTERPRETATION

1. This Bylaw shall be cited as the “Bylaw to provide for the Lease of Environmental Reserve Lands to the Aspen Ridge Community Association”.
2. Headings in this Bylaw are for reference purposes only.
3. Words in the masculine gender will include the feminine gender whenever the context so requires and vice versa.
4. Words in the singular shall include the plural or vice versa whenever the context so requires.

DEFINITIONS

5. In this Bylaw:
 - 5.1 “Council” means the duly elected Council of the County of Grande Prairie No.1.
 - 5.2 “County” means the municipality of the County of Grande Prairie No. 1 having jurisdiction under the Municipal Government Act and other applicable legislation.

- 5.3 “Environmental Reserve Lands” means lands within the Aspen Ridge Subdivision that are designated to protect natural features, prevent the pollution of water bodies, and restrict development in areas where conditions may be unsafe and are legally described as follows:

PLAN 8020833
BLOCK 1
LOT 32ER (ENVIRONMENTAL RESERVE)
EXCEPTING THEREOUT ALL MINES AND MINERALS
AREA: 27.7 HECTARES (68.45 ACRES) MORE OR LESS
-and-
PLAN 8020833
BLOCK 3
LOT 2ER (ENVIRONMENTAL RESERVE)
EXCEPTING THEREOUT ALL MINES AND MINERALS
AREA: 6.44 HECTARES (15.91 ACRES) MORE OR LESS

GENERAL

6. The County may enter into an exclusive lease agreement with the Aspen Ridge Community Association with respect to the Environmental Reserve Lands, in the form and on the terms and conditions set out in Schedule “A” to this Bylaw (the Lease Agreement”).
7. The Environmental Reserve Lands may be used by the Aspen Ridge Community Association for the purpose of constructing and maintaining such improvements as are required to protect the environmental integrity of the Environmental Reserve Lands and ensure the safety of members of the public in accordance with the terms and conditions of the Lease Agreement.

PROHIBITIONS AND PENALTIES

8. No person shall cause or allow the use of the Environmental Reserve Lands for any purpose other than that set out in Section 7 of this Bylaw, or in any way which contravenes the Lease Agreement.
9. Any person who violates, contravenes, or breaches any provision of this Bylaw is guilty of an offence and is liable to pay a specified penalty of \$250.00; or, on summary conviction a fine not less than \$250.00 and not more than \$10,000.00.
10. In the case of an offence that is of a continuing nature, a contravention of a provision of this Bylaw constitutes a separate offence with respect to each day, or part of a day, during which the contravention continues, and a person guilty of an offence is liable to a fine in an amount not less than that established by this Bylaw for each separate offence.

SEVERABILITY

11. Every provision of this bylaw is independent of all other provisions and if any provision is declared invalid by a Court, then the invalid provisions shall be severed and the remainder provisions shall remain valid and enforceable.

REPEAL

12. Bylaw 3201 and amendments thereto are hereby rescinded.

EFFECTIVE DATE

13. This Bylaw shall come into force and effect on the third and final reading thereof.

14. This Bylaw shall come into force and effect on _____, 20__.

15. This Bylaw expires on _____, 20__.

PUBLIC HEARING held this _____ day of _____, 20__.

Read a FIRST time this _____ day of _____, 20__.

Read a SECOND time this _____ day of _____, 20__.

Read a THIRD time and finally passed this _____ day of _____, 20__.

Amanda MacDonald
Reeve

Jouliia Whittleton
County Manager

ATTACHMENTS

Schedule A – Exclusive Lease Agreement

SCHEDULE "A"

LEASE AGREEMENT

BETWEEN:

COUNTY OF GRANDE PRAIRIE NO. 1

a municipal corporation pursuant to the laws of the Province of Alberta
(hereinafter referred to as the "County"),

- and -

ASPEN RIDGE COMMUNITY ASSOCIATION

a registered non-profit organization pursuant to the laws of the Province of Alberta
(hereinafter referred to as the "Association"),

WHEREAS: The County is the registered owner of Environmental Reserve Lands located within the Aspen Ridge Subdivision;

WHEREAS: The Association is a non-profit organization incorporated pursuant to the Societies Act of Alberta;

WHEREAS: the Association desires to use the Environmental Reserve Lands located within the Aspen Ridge Subdivision to preserve the environmental integrity of the environmental reserve lands and to ensure public safety by maintaining the area in its natural state;

WHEREAS: Section 676(1) of the Municipal Government Act (Alberta) provides that Council may by bylaw approve the use of environmental reserve for a purpose not specified in section 671(1) of the Municipal Government Act and lease or dispose of an environmental reserve other than by sale for a term of not more than 3 years;

WHEREAS: The Council of the County of Grande Prairie No.1 have adopted Bylaw # 3278 - Bylaw to provide for the Lease of Environmental Reserve Lands to the Aspen Ridge Community Association granting the authority to provide an exclusive Lease Agreement with the Aspen Ridge Community Association.

NOW THEREFORE IN CONSIDERATION, of the mutual covenants contained herein, the parties covenant and agree as follows:

1.0 Grant of Lease

- 1.1 The County of Grande Prairie No. 1 (the “County”) hereby grants to the Aspen Ridge Community Association (the “Association”) a revocable, exclusive lease in respect of the lands legally described as follows:

PLAN 802 0833
BLOCK 1
LOT 32ER (ENVIRONMENTAL RESERVE)
EXCEPTING THEREOUT ALL MINES AND MINERALS
AREA: 27.7 HECTARES (68.45 ACRES) MORE OR LESS

and

PLAN 802 0833
BLOCK 3
LOT 2ER (ENVIRONMENTAL RESERVE)
EXCEPTING THEREOUT ALL MINES AND MINERALS
AREA: 6.44 HECTARES (15.91 ACRES) MORE OR LESS

(the “Environmental Reserve Lands” and shown outlined in bold red lines on the map attached hereto as Appendix “A”)

- 1.2 The term of this Agreement and grant of the lease shall be three (3) years and shall commence on **January 1, 2026 (the “Commencement Date”)**, and shall expire on **December 31, 2028 (the “Expiry Date”)**, subject to earlier termination in accordance with this Agreement.
- 1.3 Rent payable for each year of the Term shall be calculated at the minimum rate for Recreational Land Lease Rates as per the Schedule of Fees, Rates and Charges at \$500.00 per year plus GST. Upon consideration of the request by the Association, the County agrees to waive, as a gift in kind, the Rent payable for each year of the Term based on Policy M7 – Waiving of Application Fees, and subject to the following conditions:
- The Association shall remain incorporated as a not -profit Society in the Province of Alberta;
 - The Association shall operate the Premises in accordance with the terms and conditions outlined herein this
- 1.4 In addition to the foregoing, forthwith upon written notice from the County the Lessee shall pay to the County all taxes which become due or owing during the Term of this Lease Agreement for the Leased Lands, unless the Lessee remains in good standing with the Alberta registries for Non-profit organizations and is deemed as tax exempt under Community Organization Property Tax Exemption Regulation (COPTER) through the Government of Alberta’s Ministry of Municipal Affairs, then no such taxes shall apply.
- 2.0 Use of the Environmental Reserve Lands
- 2.1 The Environmental Reserve Lands shall be used and maintained in their natural state and shall not be altered, disturbed, cleared, developed, or used for any purpose inconsistent with the preservation of their environmental integrity.

- 2.2 No person, including the Association, shall undertake or permit any of the following activities on the Environmental Reserve Lands without the prior written approval of the County:
- a. use or activity which is, in the County's opinion, detrimental to the environmental integrity of the Environmental Reserve Lands or dangerous to public safety use or activity that is contrary to any federal or provincial statutes or regulations, or any applicable municipal bylaws and policies, which apply to the Environmental Reserve Lands;
 - b. motorized vehicle use, except for County-approved maintenance or emergency access
 - c. construction, installation, or placement of any structures, improvements, or temporary facilities;
 - d. removal, trimming, or disturbance of vegetation, except where required for safety purposes or environmental management as approved by the County;
 - e. grading, excavation, filling, stockpiling, or any activity that alters the natural topography.
- 2.3 The County makes no promise, undertaking or representation as to the state or condition of the Environmental Reserve Lands. The Association accepts the Environmental Reserve Lands on an "as is, where is" basis.
- 2.4 The Association shall ensure that all activities conducted on the Environmental Reserve Lands are limited to passive, low-impact uses that are compatible with the natural state of the lands and comply with Section 671(1) of the Municipal Government Act and the purposes described in Bylaw # 3278 - Bylaw to provide for the Lease of Environmental Reserve Lands to the Aspen Ridge Community Association.
- 2.5 In the event of non-compliance with this condition, the County may suspend or terminate the Exclusive Lease Agreement and may take any remedial action necessary to restore the Environmental Reserve Lands to their natural state, with all associated costs recoverable from the Association.
- 2.6 The Association shall ensure that nothing is done, brought onto, or located or stored on the Environmental Reserve Lands that is or may be a nuisance or that may cause environmental contamination or cause damage or interference with the use of the Environmental Reserve Lands or any other property.
- 2.7 The Association shall fully comply with all applicable federal and provincial statutes and regulations, and all applicable municipal bylaws and policies, with respect to its use and occupation of the Environmental Reserve Lands.
- 3.0 Maintenance of the Environmental Reserve Lands
- 3.1 The Association shall at its sole cost and expense maintain the Environmental Reserve Lands in a safe and sightly condition. The Association shall, without limitation, keep the Environmental Reserve Lands free of noxious and prohibited noxious weeds and free of rubbish and garbage, free from dangerous structures or excavations, and other obstructions or unsafe conditions.
- 4.0 Alterations and Improvements to the Environmental Reserve Lands

- 4.1 The Association shall not make any alteration to, or otherwise construct or erect any building or structure, conduct improvements or material alterations, including but not limited to vegetation removal, disturbance of any wetlands, or any of the grading on the Environmental Reserve Lands without the prior written consent of the County which consent may be withheld in the County's sole discretion.
- 4.2 A request by the Association to make alterations or improvements to the Environmental Reserve Lands must include a description of the proposed alterations or improvements and such other information as may be required by the County in its sole discretion.
- 4.3 The Association shall construct and install any and all alterations or improvements to the Environmental Reserve Lands in a safe, timely, and workmanlike manner and in accordance with any terms and conditions imposed by the County (which may include the requirement to obtain and maintain additional insurance with respect to the alterations or improvements), all at the Association's sole cost and expense.
- 4.4 The Association acknowledges and agrees that any alterations or improvements made to the Environmental Reserve Lands by the Association shall become the property of the County upon the expiration or earlier termination of this Agreement, subject to Section 8.3. Notwithstanding the foregoing, any alterations or improvements made to the Environmental Reserve Lands by the Association shall remain the sole responsibility of the Association during the term of the Agreement, and the Association shall at its sole cost and expense:
- a) maintain and repair the alterations or improvements to the County's satisfaction and in accordance with the requirements of this Agreement, and;
 - b) remove the alterations or improvements from the Environmental Reserve Lands forthwith at the County's request, this provision shall survive the expiry or earlier termination of this Lease Agreement.
- 4.5 The Association shall not place or permit to be placed any sign, awning or other advertising matter on any portion of the Environmental Reserve Lands without the County's prior written consent, which may be withheld by the County in its sole discretion.
- 5.0 Inspection by the County
- 5.1 The County may, but is not required to, enter onto and inspect the Environmental Reserve Lands at any time to inspect for compliance with the terms and conditions of this Agreement. Notwithstanding the foregoing, the County is under no obligation to discover or advise the Association of the contravention of any provision of this Agreement or of any applicable statute, regulation, bylaw, policy or requirement.
- 6.0 Liability, Indemnity and Insurance
- 6.1 The Association indemnifies, saves harmless and forever discharges the County, its elected officials, employees, contractors, agents and representatives from and against any and all manner of actions, causes of action, claims, debts, suits, loss, costs (including legal costs on a full

indemnity solicitor and own client basis), demands and promises whatsoever, whether known or unknown, which the Association or any other person or entity may now or at any time have by reason of the permission to use, occupy and maintain the Environmental Reserve Lands granted herein including, without restricting the generality of the foregoing, a claim for loss or injury to persons or property due to the Association's negligence or failure to comply with any provision of this Agreement. The Association's indemnity shall extend to, and the Association shall be solely responsible for, any and all acts and omissions of the Association's offers, employees, contractors, agents, and invitees. The Association's obligation to indemnify the County and its elected officials, employees, contractors, agents and representatives shall survive the termination of this Agreement.

6.2 The Association shall, at its sole cost and expense, obtain and maintain general liability insurance coverage regarding use of the Environmental Reserve Lands pursuant to this Agreement. The insurance shall be for an amount not less than five million dollars (\$5,000,000.00) per incident and the County shall be an additional insured thereunder. The insurance coverage shall contain a provision that it shall not be cancelled or materially altered without thirty (30) days written notice to the County. Proof of the insurance required to be maintained by the Association shall be provided to the County upon execution of this Agreement, in a form and on terms and conditions acceptable to the County.

7.0 Default by the Association

7.1 The County may, by written notice to the Association, require the Association to repair, replace or correct any deficiency in the maintenance and repair of the Environmental Reserve Lands, or any other contravention of this Agreement, to a standard acceptable to the County, all at the Association's sole cost and expense.

7.2 If the Association fails to repair or correct any deficiency or contravention within the time specified in a notice given by the County pursuant to Section 7.1 the County may do any one or more of the following:

- a) terminate this Agreement effective immediately;
- b) enter on to the Environmental Reserve Lands and repair, replace or correct the deficiency or contravention, at the Association's sole cost and expense, or;
- c) restore the Environmental Reserve Lands to their natural state, at the Association's sole cost and expense.

7.3 Notwithstanding Sections 7.1 and 7.2 of this Agreement, in the event that the County considers it necessary to undertake any work or take any steps on the Environmental Reserve Lands in a situation which the County in its sole discretion considers an emergency (which shall include a situation in which there is imminent danger to public safety or of serious harm to property) , the County shall be entitled to undertake such work or take such steps at the Association's sole cost and expense without prior notice to the Association.

7.4 Costs and expenses incurred by the County pursuant to Section 7.2 or 7.3 of this Agreement shall be paid by the Association within thirty (30) days of a demand for payment by the County.

8.0 Termination and Expiration of Agreement

- 8.1 Either party may terminate this Agreement without cause upon providing thirty (30) days' notice to the other party.
- 8.2 The County may terminate this Agreement effective immediately if the Association:
- a) ceases to operate as a non-profit organization for any reason, or fails to comply with any of the requirements of the *Societies Act* (Alberta);
 - b) is reorganized, amalgamated, or restructured in any way or changes its purpose or objectives;
 - c) allows a charge, lien, or encumbrance or any kind to be registered against the Environmental Reserve Lands;
 - d) is wound up, struck, liquidated, placed into receivership, declares or is assigned into bankruptcy, files a notice of its intent to make a proposal under the *Bankruptcy and Insolvency Act* (Canada), seeks protection under the *Company Creditors Arrangement Act* (Canada) or any other debtor protection legislation, or any creditor takes execution remedy steps against the assets of the Association, or;
 - e) fails to repair or correct any deficiency or contravention within the time specified in a notice provided by the County pursuant to Section 7.2.
- 8.3 Upon the expiration or earlier termination of this Agreement the Association shall at its sole cost and expense restore the Environmental Reserve Lands to the satisfaction of the County, which may in the County's sole discretion include the removal of any alterations or improvements to the Environmental Reserve Lands.
- 9.0 General Terms and Conditions
- 9.1 The acceptance by the County of any payment under any of the covenants in this Agreement after a default by the Association shall not operate as a waiver of any other default, or of the County's right to enforce any payment of other provision under this Agreement, or to declare a forfeiture of this Agreement. Failure by the County to enforce any covenant after its breach, or any provision or condition after default, shall not operate as a waiver by the County of its rights hereunder. Nothing but a written instrument signed by the County shall effect a waiver of the County's rights hereunder.
- 9.2 All of the covenants, terms, provisions, and undertakings in this Agreement shall extend to and be binding upon the legal representatives, and successors of the parties to it, as if they were in every case named and described. Wherever in this Agreement reference is made to either of the parties to it, it shall be held to include the legal representatives, and successors or assigns of such party.
- 9.3 Any notice, demand, request or other document which may be or is required to be given under this Agreement shall be given in writing and delivered in person or sent by mail to the addresses set forth below or to any other address that may be designated by the parties from time to time in writing.

9.4 Any notice, demand, request or other document so given shall be deemed to have been received when delivered in person or by email the same day. If sent by mail then on the third business day following the date of sending, as the case may be.

9.5 Any notice, demand, or request required to be given under the provisions of this Agreement shall be made to the parties at the following address:

County of Grande Prairie No. 1

Attention: Land Department
10001-84th Avenue
Clairmont, Alberta T8X 5B2
Email: land@countygp.ab.ca

Aspen Ridge Community Association

Attention:
Email:
Address:
County of Grande Prairie No. 1, Alberta
Postal Code:

9.6 The Association may not transfer or assign this Agreement in whole or in part without the prior written consent of the County, which may be unreasonably withheld.

9.7 This Agreement creates a lease entitling the Association to the right to use the Environmental Reserve Lands in accordance with, and subject to, the terms and conditions of this Agreement. Nothing herein shall be construed or interpreted to be a disposition of an estate or interest in land or a disposition of any portion of the Environmental Reserve Lands. For further clarity, this Agreement shall not be registered against title to the Environmental Reserve Lands.

9.8 The obligations of the Association created by this Agreement shall survive the expiry or earlier termination of the Agreement.

9.9 The Association agrees to pay all monies payable hereunder when due, or if no date is specified upon demand. Any monies not paid when due shall, without limiting any other remedies available to the County, accrue interest from the date due until paid, both before and after judgement, at the current rate charged by the County on overdue accounts.

9.10 This Agreement shall be deemed to constitute the entire agreement between the County and the Association with respect to the subject matter hereof and shall supersede all previous negotiations, representations and documents in relation hereto made by any party to this Agreement.

9.11 This agreement shall ensure to the benefit of and be binding upon the parties hereto their executors, administrators and approved assigns.

- 9.12 If there is more than one Lessee as a party to this Agreement, all Lessee's hereto are bound jointly and severally.
- 9.13 This Agreement and the Appendix(s) attached hereto constitute the entire agreement between the parties and no other stipulations, representations, agreements or undertakings, oral or otherwise, of the parties or of their agents shall be valid or enforceable unless made in writing, signed by the parties hereto and incorporated by reference into this Agreement.
- 9.14 This Agreement shall be interpreted in accordance with and governed by the laws of the Province of Alberta.
- 9.15 This Agreement may be executed in counterpart, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.
- 9.16 The personal information requested on this form is being collected for use in this agreement only, under the authority of the Access to Information Act and is protected by the Access to Information Act. If you have questions about the collection, contact our Access and Privacy Officer at (780) 532-9722.

IN WITNESS WHEREOF the Parties cause this Agreement to be executed by their respective authorized representatives on or about the date first written above, and the Parties acknowledge that by such execution they are bound to the terms of this Agreement.

IN WITNESS WHEREOF the parties hereto have executed their agreement this ____ day of _____, 20__.

County of Grande Prairie No. 1

Per: _____

(corporate seal)

Per: _____

Aspen Ridge Community Association

Per: _____

Per: _____

FORM 31.1
LAND TITLES ACT
(Section 161)
AFFIDAVIT VERIFYING CORPORATE SIGNING AUTHORITY

I, _____ OF the Aspen Ridge Community Association

Make oath and say:

1. I am an officer, treasure or a director of the Aspen Ridge Community Association named in the within or annexed instrument (or caveat).
2. I am authorized by the corporation to execute the instrument (or caveat) without affixing a corporate seal.

SWORN before me at _____)
_____ in the Province)
of Alberta this ____ day of _____) Signature of _____
_____, A.D., 20____.)

A Commissioner for Oaths in and for Alberta

AFFIDAVIT OF EXECUTION FOR WITNESS

CANADA) I _____,
 PROVINCE OF ALBERTA) OF _____
 TO WIT:) IN THE PROVINCE OF ALBERTA
 MAKE OATH AND SAY:

1. I was personally present and did see _____ who, on the basis of the identification provided to me, I believe to be the person(s) named in the within instrument, duly sign the instrument;
2. The instrument was signed at _____, in the Province of Alberta and that I am subscribing witness thereto;
3. I believe the person(s) whose signature I witnessed, is (are) at least eighteen (18) years of age.

SWORN before me at _____)
 _____ in the Province)
 of Alberta this ____ day of) WITNESS
 _____, A.D., 20____.)

 A Commissioner for Oaths in and for Alberta

Appendix A

Environmental Reserve Lands

