

LEASE effective on the 13th day of July, 2021

Between:

LAC LA BICHE COUNTY
("Lessor")

OF THE FIRST PART

- and -

METIS NATION OF ALBERTA ASSOCIATION, REGION 1
("Lessee")

OF THE SECOND PART

WHEREAS:

- A. The Lessor has agreed to lease to the Lessee 4.53 acres in Lac La Biche County, Bonesville Subdivision, Plan Number 8021044.
- B. The Lessee will be responsible for monitoring use and maintenance of the premises in accordance with Lac La Biche County Community Standards & Safety Bylaw, relevant laws of the Government of Alberta and Government of Canada.
- C. The Lessee will be responsible for the management and operation of the property, in a manner acceptable to the Lessor.

WITNESSES:

1. LEASED PREMISES

In consideration of the rents, covenants and agreements hereinafter reserved on the part of the Lessee to be paid, observed and performed by the Lessee, the Lessor leases to the Lessee the Leased Premises for a term of ONE (1) year ("Term") commencing on July 13, 2021, and concluding on July 12, 2022 unless this Lease shall sooner terminate. This agreement may be extended in whole or part with written consent by both parties within SIXTY (60) days of the end term of this agreement.

2. RENT

The Lessee shall pay to the Lessor rent of ONE (\$1.00) DOLLAR per annum when requested by the Lessor.

3. LESSEE'S EXPENSES

In addition to the foregoing rents, the Lessee shall be responsible for and pay all expenses directly or indirectly related to the Leased Premises or arising out of the

operations of the Lessee in or upon the Leased Premises, including but without limiting the generality of the foregoing, all construction costs, utilities, all repairs (including those of a structural nature and mechanical repairs), replacement of equipment and general maintenance, all insurance required pursuant to this Lease and other operating costs. All of such expenses will be paid by the Lessee promptly with the exception of those activities or costs identified in APPENDIX A.

4. **LESSEE'S COVENANTS**

The Lessee covenants with the Lessor as follows:

- (a) To pay the rent.
- (b) To comply with all Federal, Provincial and Municipal statutes, by-laws and regulations in respect to the use and occupation of the Leased Premises and to pay for all costs, charges, assessment imposed against the Leased Premises by reason of the occupation of the Leased Premises by the Lessee, excluding municipal property taxes and municipal local improvement taxes so long as the Lessee permits the Leased Premises to be used as contemplated by Clause 4(1). If the Lessee neglects or omits to pay any of the said sums, the Lessor may pay the same thereupon charge the amount so paid to the Lessee who shall forthwith pay them to the Lessor, failing which the sum owing shall be deemed to be arrears in rent and collectable in the same manner.
- (c) That if at any time the Leased Premises appear to be in an unsafe condition or not maintained as required by the Lease, a Lac La Biche County Community Peace Officer may enter the Leased Premises and review the state of the property. If any work is required to comply with above named legislation, a notice maybe issued and delivered to the Lessee and the Lessee will comply with the notice. Failing compliance within the time period specified in the notice, the Lessor will be entitled to enter the Leased Premises and carry out the required repairs. The cost to the Lessor of so doing will constitute a debt payable by the Lessee to the Lessor upon demand.
- (d) Except in the course of its use of the Leased Premises as contemplated by Clause 4(1), not to transfer, assign, sub-let or part with the possession of the Leased Premises or any part of it without the consent in writing of the Lessor which may be withheld for any reason whatsoever. Any permitted transferee, assignee or sub-lessee will, prior to entry into possession, covenant to abide by the terms of this Lease and a copy of the covenant will be given to the Lessor.
- (e) Not to allow or cause to be allowed any builder's lien or other lien or other lien or charge to be registered against the Leased Premises. If any builder's lien shall be so registered, the Lessee shall not be deemed to be in breach of this Lease provided that it arranges for such lien to be removed within NINETY (90) days.

- (f) That the Lessee will not at any time during the Term use, exercise or carry on or permit or suffer to be used, exercised or carried on in or upon the Leased Premises any noxious, noisome or offensive act, occupation, trade, business or calling and no act, matter or thing whatsoever shall at any time within the Term be done to or on the Leased Premises or any part thereof which shall be or may be done to the annoyance, nuisance, grievance, damage or the disturbance of the occupiers or owners of any adjoining lands or premises.
- (g) That all buildings and other improvements which may be erected on the Leased Premises and all alterations, decorations or additions which may be made by the Lessee to the Leased Premises shall be constructed or made at the sole expense of the Lessee and, on termination of this Lease, shall become the property of the Lessor unless the parties can negotiate a renewal of the Term or another arrangement. If at such time it is not reasonable to continue to use the main building for the purposes contemplated by this Lease, the Lessor may require the Lessee, at the Lessee's expense, to demolish the improvements on the Leased Premises and to return the Leased Premises to their condition at the commencement of this Lease.
- (h) That any building or other improvement to be constructed on the land and any structural alterations must be approved by the Lessor, such approval not to be unreasonably withheld.
- (i) To save, defend and hold harmless and indemnify the Lessor against any and all suits, claims, actions or damages which may result from the occupation by the Lessee of the Leased Premises and the activities conducted therein by it.
- (j) To take out and maintain in force a policy of insurance with a company and in a form acceptable to the Lessor in the joint names of the Lessor and the Lessee:
 - (i) Providing coverage against liability for death, injury or damage to persons and property in such amount or amounts per occurrence as the Lessor shall from time to time require (such coverage, initially, to be at least \$5,000,000.00 per occurrence); and
 - (ii) insuring the Leased Premises against damage from fire, storm, tempest, and other usual perils to their full replacement value.
 - (iii) The Lessee shall give to the Lessor such proof of insurance as the Lessor may from time to time reasonably require.

- (k) To use the Leased Premises only for long- and short-term accommodation for low income, handicapped or otherwise socially disadvantaged men and women.
- (l) To remove garbage and otherwise keep the Leased Premises in a reasonably neat and tidy condition.
- (m) To keep the access and parking areas on the Leased Premises clear and free from ice and snow.
- (n) To develop and maintain the grounds of the Leased Premises in a reasonably attractive and tidy condition.

5. LESSOR'S COVENANTS

The Lessor covenants with the Lessee that the Lessee, upon paying the rent hereby reserved and performing the covenants and agreements on its part herein contained, shall and may peaceably have access to, enjoy and possess the Leased Premises for the Term without interruption or disturbance from the Lessor or any other person or persons lawfully claiming by, through, from or under the Lessor.

6. MUTUAL COVENANTS

The Lessor and the Lessee mutually covenant and agree as follows:

- (a) If the Term or any of the Lessee's chattels shall at any time be seized or attached by any creditor of the Lessee, or if a Writ of Execution shall issue against the Lessee, or if the Lessee shall make any assignment for the benefit of its creditors or become bankrupt or insolvent or shall abandon the Leased Premises, or if the Lessee shall at any time be in breach of this Lease, then the Lessor may terminate this Lease by written notice to the Lessee.
- (b) If the Lessee remains in occupation of the Leased Premises after the expiration or earlier termination of the Term, paying rent to the Lessor, and the Lessor accepts such rent, such holding over and payment shall not, in the absence of some further and other agreement between the parties, constitute the Lessee a tenant other than a tenant from month to month from the Lessor at a rental of ONE (\$1.00) DOLLAR per month (if demanded) under the terms and conditions of this Lease.
- (c) If the Lessor has to take legal action against the Lessee for any breach of this Lease, then all the Lessor's legal costs as between a solicitor and its client will be paid by the Lessee.

- (d) If at anytime the Lessee wishes to terminate this Lease for any reason whatsoever or the Lessee wishes to purchase the Leased Premises, then, in either case, the Lessee may give written notice to the County whereupon the County will enter into negotiations with the Lessee in good faith in an endeavour to achieve the goal set forth in the written notice.

7. SURRENDER ON TERMINATION

At the end of the Term or any renewal or upon the sooner termination of the Term, the Lessee will peaceably surrender the Leased Premises in a clean state and in good repair, reasonable wear and tear and damage by fire, lightning and tempest only excepted. If the Lessee so desires, the Lessor will enter into negotiations for a renewal of this Lease which the Lessor will conduct in good faith. If the Lessee wishes to enter into such negotiations, it will give written notice to the Lessor no later than THREE (3) months before the expiry of the Term.

8. ARBITRATION

- (a) In the event of any dispute arising out of or relating to this Lease, such dispute may be decided by arbitration. If either party shall so elect, written notice of the dispute and demand for arbitration shall be given to the other party and thereupon each party shall at once appoint an arbitrator and these shall jointly select a third.
- (b) If within FOURTEEN (14) days of the date of delivery of the notice of dispute and demand for arbitration either party has failed to appoint an arbitrator, the opposing party may petition a Judge of the Court of Queen's Bench of Alberta to appoint an arbitrator for the party in default and the person appointed by the Judge shall be that party's arbitrator.
- (c) If within FOURTEEN (14) days of the date of the appointment of the TWO (2) arbitrators they have failed to jointly select a third arbitrator, then either or both of the parties may petition a Judge as aforesaid to appoint the third arbitrator and the person appointed by the Judge shall be the third arbitrator.
- (d) Following the selection or appointment of the third arbitrator, the arbitrators shall, as soon as possible, embark upon the arbitration. The arbitrators shall settle the rules of procedure for the arbitration proceedings.
- (e) If a majority of the arbitrators fail to agree on the rules of procedure, any ONE (1) arbitrator may petition a Judge as aforesaid thereon and his decision shall be final and binding upon the arbitrators and the parties.
- (f) The decision of a majority of the arbitrators upon the matters in dispute shall be final and binding upon the parties and judgment may be entered on it in any court having

jurisdiction. All costs of the arbitration shall be apportioned between the parties or against them as a majority of the arbitrators may decide.

(g) No arbitration arising out of or relating to this Lease shall include, by consolidation, joinder or in any other manner, any additional party not a party to this Lease.

(h) In no event shall a demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be banned by the applicable statute of limitations.

9. WAIVER AND ESTOPPEL

Any excusing, overlooking, condoning, extensions, indulgences or failure to enforce the Lessee's covenants by the Lessor shall not constitute a waiver or estoppel as against the Lessor or affect the Lessor's right to subsequently enforce and rely upon such default by the Lessee or require its enforcement as herein set.

10. NOTICES

All notices required to be given pursuant to this Lease shall, until further notice be given by and sent by registered mail:

To the Lessor at: Lac La Biche County
Box 1679
Lac La Biche, Alberta T0A 2C0

To the Lessee at: Metis Nation of Alberta, Region 1
10104 – 102 Avenue
Box 1350
Lac La Biche, Alberta T0A 2C0

Any notice sent by registered mail shall be deemed to have been received THREE (3) days after the date of mailing. In the case of a postal strike or other disruption of service, delivery only shall be effective.

11. INTERPRETATION

The expression "Lessee" shall, where the context so permits, include the agents, invitees and licensees of the Lessee.

12. MISCELLANEOUS

This Lease:

- a) Constitutes the entire agreement between the parties;
- b) May only be amended by a further written agreement;

- c) Is not assignable without the prior consent of the Council of the Lessor;
and
- d) Ensures to the benefit of and is binding upon the parties and the permitted assigns of
the Lessee.

IN WITNESS OF WHICH the parties have executed this Lease.

LAC LA BICHE COUNTY

METIS NATION OF ALBERTA, REGION 1

PER: _____

PER: _____

PER: _____

PER: _____

APPENDIX A

Lease Agreement between LAC LA BICHE COUNTY and METIS NATION OF ALBERTA, REGION 1

July 2021

LAC LA BICHE COUNTY agrees to provide to the property identified in the Lease Agreement the following:

1. 1 portable outhouse
2. 1 firepit
3. Community Access Service, 3 trips per day to OR from the property
 - a. Times for these trips to be determined in consultation between Lac La Biche County and Metis Nation of Alberta, Region 1
4. 1 garbage receptacle

2021 Temporary Homeless Camp Rules

1. All people in the camp, utilizing the identified camp area for any purpose, must be registered with Metis Nation of Alberta, Region 1 (hereafter known as “MNA”).
2. A list of registered users will be shared with the Lac La Biche County Community Peace Officers.
3. All people registering to stay at the camp agrees to adhere to the rules identified below:
 - a. Individuals using the camp will actively participate in maintaining a clean site including disposing of garbage in the garbage bins and keeping flammable materials away from the firepit area (except for wood intended for the firepit).
 - b. Individuals will abide by the Lac La Biche County Community Standards & Safety Bylaw which addresses the need to maintain a clean orderly property, no loud noises between 11 p.m. and 7 a.m. on weekdays or 11 p.m. and 9 a.m. on weekends and holidays, no fighting in public places, appropriate use of toileting facilities, etc.
4. No firearms are permitted on site.
5. No dangerous, flammable, or explosive materials will be permitted on site.
6. Camp users will be respectful of the wooded area, which includes leaving trees and plants in tact.
7. Camp users will be respectful of neighbouring businesses and facilities, and the general public utilizing adjacent public lands.
8. The encampment will stay within the bounds identified by both the County and the MNA.
9. Camp users breaching any of the rules outlined herein or within the Lac La Biche County Community Standards & Safety Bylaw, or Canadian law, will be held accountable for their actions.
10. The identified site is available only until the permanent Transitional Housing Facility is set-up. Thereafter, this site will be dismantled.