

LICA Landowner Resource Development Handbook

APPENDIX C:

ALBERTA SURFACE LEASE AGREEMENT—with explanations

Company File #: _____

ALBERTA SURFACE LEASE AGREEMENT

This Indenture of Lease made the _____ day of _____ A.D. 2011.
This Lease is made on (This is the effective date or anniversary date of the Lease)

BETWEEN: _____

LANDOWNER

of _____, in the Province of Alberta,
(hereinafter called "the Lessor")
(Lessor is the person granting the Company the leasing a portion of their lands)
and

NAME OF COMPANY

of _____, in the Province of Alberta
(hereinafter called "the Lessee")
(Lessee is the Company that is leasing or renting a portion of the lands)

WHEREAS the Lessor is the registered owner (or entitled to become the registered owner under an agreement for sale or unregistered transfer or otherwise) of an estate in fee simple (*owner of the lands*), subject, however, to the exceptions, conditions, encumbrances, liens and interests contained in or noted upon the existing Certificate of Title of and in that certain parcel of land situate, lying and being in the Province of Alberta and described as follows: OF AND IN:

This is the name obtained from the Land Title indicating the name of the person(s) owning the lands. The Company usually will have to pull a copy of the Title to discover who owns the lands and what conditions, liens, interests, etc. are contained on the parcel of lands. This is also done so that the Company can contact the Landowner for survey permission in order to get access to the lands.

COPY OF TITLE (*Legal description of land obtained from Copy of the Title*)

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Company File #: _____

ALBERTA SURFACE LEASE AGREEMENT

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This is the name that we obtained from Land Title indicating that the person(s) is the owner of the lands. The Company usually will have to pull a copy of the Title so that we know who owns the lands and what conditions, liens, interests, etc. are contained on the parcel of lands. This is also done so that the Company can contact the Landowner for survey permission in order to get on the lands.

COPY OF TITLE (*Legal description of land obtained from Copy of the Title*)

AS DESCRIBED AND CONTAINED IN CERTIFICATE OF TITLE NO. #####

(hereinafter referred to as the "said lands"); and
(Land Description obtained from Landowner's Title)

WHEREAS the Lessor has agreed to lease and grant a certain portion of the said lands to the Lessee for the purposes and upon the terms and conditions hereinafter set forth;

This is what the landowner has consented to lease to the company for the well, pipeline, or facility that they want to use the lands for.

NOW THEREFORE THIS INDENTURE WITNESSES THAT:
(This is the Agreement made between the Company and Landowner)

THE LESSOR, in consideration of one dollar (receipt of which is hereby acknowledged), HEREBY LEASES AND GRANTS to the Lessee all and singular those parts or portions of the said lands shown outlined in red on the sketch or plan attached hereto (hereinafter called the "leased premises"), to be held by the Lessee as tenant for the term of twenty (20) years from the date hereof for any and all purposes and uses as may be necessary for the exploration, development and production of oil, gas, related hydrocarbons or substances produced in association therewith, remediation and reclamation.

The \$1.00 is the amount that is being paid because a dollar amount has to change hands, and the landowner will lease and grant a portion of the land that is on the survey plan (or sketch plan) which is called the "Leased Premises". This is held by the Lessee (the Company who is going to use it) as a tenant for a term of 20 years or longer, which will be covered under the Renewal Clause in a separate section. The purpose of

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the lease is for the exploration, production of oil, gas, coal, or any other substances that can be produced from the mineral rights owned by the Company.

YIELDING AND PAYING UNTO THE LESSOR:

(a) First Year Compensation

For the first year sum of \$ _____ This is the \$ amount filled out for initial consideration (less the entry fee which will be done on a separate form) dollars, which comprises the following:

- | | |
|---|----------|
| (i) market value of land granted
<i>(Land Value for the area on a per acre basis paid by Energy Companies) – a one-time payment only</i> | \$ _____ |
| (ii) nuisance & inconvenience
<i>(also known as General Disturbance i.e., nuisance, inconvenience, noise created by the moving of drilling rig and other equipment on site etc.) – one-time only</i> | \$ _____ |
| (iii) adverse effect
<i>(the inconvenience created in farming practices, e.g. more turns during cultivating and harvesting operations, etc.)</i> | \$ _____ |
| (iv) loss of use
<i>(compensation paid for the loss of crop on the leased lands; crop value is paid by the acre)</i> | \$ _____ |
| Total | \$ _____ |

(Total initial consideration paid to the landowner) – Less the Entry Fee

The first year compensation shall be paid to Lessor by the Lessee prior to the entry upon the leased premises for any of the purposes set forth above, other than for survey purposes.

(This is payment to be made to the landowner prior to the entry for the construction or drilling on the leased lands other than for surveying....Some landowners may request this payment to be deferred and this may be done, however the Company is obliged to pay the Entry Fee and the initial consideration payment can be deferred at the request of the Landowner)

(b) Annual Compensation

Annual compensation payable for each subsequent year after the first year in advance of the anniversary of the date of this Lease Agreement, in the sum of \$ _____ dollars, which payment comprises the compensation for adverse effect and loss of use set forth in sub-clauses (a)(iii) and (iv) above.

This is the rental payment that is paid yearly or on annual basis to the Landowner. The rental payment comprises of the sum of the Adverse Effect and Crop Loss....not paid by Land Value or on per acre basis) paid prior to the Anniversary Date.

Any additional terms or conditions as may be agreed to by the Lessor and Lessee shall be attached as Schedule 'A' and shall form part of this Lease Agreement.

if a Landowner would like additional conditions other than those that are already mentioned in the Surface Lease Agreement, i.e. no firearms, overhead powerline, etc. then Schedule "A" usually will form part of the Surface Lease Agreement.

THE LESSOR HEREBY COVENANTS AND AGREES TO AND WITH THE LESSEE:

1. Quiet Enjoyment:

The Lessor has the right to lease the lands to the Lessee. The Lessee, if not in default, has the right to occupy and use the leased premises without interruption or disturbance from either the Lessor or any other persons claiming by, through or under the Lessor.

This is to ensure that the Landowner has the rights to lease the land to a Company. The Company or the Landowner has no rights to cause any disturbance unnecessarily. The Landowner has knowledge that they

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have a well drilled on their lands, therefore, the noise created must be in accordance and subject to governmental regulations (such as ERCB, Alberta Environment, etc.)

2. Renewal:

That if the Lessee is not in default in respect of any of the covenants and conditions contained in this Lease Agreement at the date of expiration of the term of Twenty (20) years hereinbefore mentioned, then this Lease Agreement shall be renewed automatically and the term extended for a further period of Twenty (20) years at an Annual Compensation calculated from time to time as hereinafter provided for the term subsequent to the first year hereof. Such extended term shall be subject to all the provisions hereof, including this provision for renewal.

The renewal clause of the lease agreement indicating that the lease will be renewed automatically for another 20 years providing the well is still in production and providing the Company is not in default, i.e. pay their annual rental regularly and maintains the lease in good condition.

THE LESSEE HEREBY COVENANTS AND AGREES TO AND WITH THE LESSOR:

The Company's conditions to the Landowner

3. Indemnification:

The Lessee shall indemnify and save harmless the Lessor from and against any and all claims or demands that may result from the Lessee's use and occupation of the leased premises, other than through willful damage or gross negligence by the Lessor.

The Company will make sure that the Landowner is not responsible for any damages that are caused by the Company during the use and occupation of the lease site unless it is the Landowner that caused the damage or gross negligence, i.e the Landowner's fault.

4. Fencing:

During the continuance of this Lease Agreement, the Lessee shall erect and put upon the boundaries of the leased premises and roadways constructed or placed by the Lessee on the leased premises a good substantial fence, if reasonably required by the Lessor or Lessee, and replace all fences which the Lessee may have required removed for its purposes and repair all fences which it may have damaged, and if and when so reasonably required by the Lessor, to provide a proper livestock guard at any point of entry upon the said lands used by it and, upon the use thereof, to close all gates.

If requested or if required, the Company can put up a fence, gate, cattle guards, etc. in order to protect its lease site and access road from becoming damaged by people, cattle, etc. other than the Company or its contractors. If necessary, gates will also be kept locked. Usually, there is a double lock so that the Landowner can enter and exit the premises, especially if the Company is using the access that is normally used by the Landowner.

5. Roadways:

The Lessee shall, if reasonably required by either party, ensure that any roadway on the leased premises is constructed to a low profile unless topography of land dictates otherwise.

Access road is usually a low profile so that the Company can use it to enter the lease site with a truck to check on the wells. At times and as necessary because of the topography, the access road will be built up to ensure easier access to the lease itself. This is also not built up so that the landowner can use the access road to cultivate his lands.

6. Culverts:

The Lessee shall construct and maintain culverts and other structures on the leased premises as reasonably required to ensure the unimpeded flow of water through natural drainage courses.

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Where necessary, the Company usually will put in culverts so that the water can flow according to its natural drainage. At times, the culverts can be filled with snow, debris, etc. When this happens and the landowner notices this, they should contact the Company to have it cleared.

7. Weeds:

The Lessee shall control all weeds on the leased premises but in so doing, will not use a soil sterilant without the written consent of the Lessor.

Weed Control is usually done on an annual basis; however, depending on the weather, it may need to be done more than once. If a Landowner spots weeds growing on the lease site and weed control has not been done, please be courteous and give the Company a call so that weed control can be done.

8. Topsoil:

The Lessee shall conserve and preserve the topsoil as required from the leased premises, having regard to good soil conservation practices.

Preservation of topsoil is normal practice done by Companies especially during the construction of the lease or pipelines. It is normal for companies to do an environmental pre-site assessment prior to the construction of the well so that there is a base line established when reclamation is required.

9. Compensation for Damages:

The Lessee shall pay compensation for damage done by its servants and agents which, without restricting the generality thereof, shall include crops, machinery, livestock, fences, buildings, or other improvements of the Lessor upon the said lands other than the leased premises.

Off-Lease damages done by the Company or its contractors are usually paid to the Landowner should something happen before or during the drilling of the well.

THE LESSOR AND THE LESSEE DO HEREBY MUTUALLY COVENANT AND AGREE EACH WITH THE OTHER AS FOLLOWS;

(Both Landowner and Company agree to the following conditions as below)

10. Non-Exercise of Rights Granted:

If the leased premises are not entered upon except for survey purposes within days of the date of this Lease Agreement, the Lessee shall pay to the Lessor the sum of (\$) dollars for the right to survey and all other inconveniences and the said Lease Agreement shall terminate.

This is the Option fee that is paid if the lease is not going to be constructed and the well is not drilled. This is payment to the Landowner for taking time in negotiating the Surface Lease Agreement. Therefore, the initial consideration will not be paid as nothing has been done on the lands itself.

11. Repair, Removal, or Replacement of Equipment:

The Lessee may at all times during the continuance of this Lease Agreement remove or replace any buildings, structures, fixtures, casing in wells, pipelines, material and equipment of whatsoever nature or kind which it may have placed on or in the leased premises or in any area to be surrendered.

The Company at any time during the lease period can remove or replace any structures (buildings, tanks, etc.) or move equipment that it has on site.

12. Taxes:

The Lessor and the Lessee shall each promptly pay and satisfy all taxes, rates, and assessments that may be assessed or levied against the said lands as a result of their respective use and occupation of the said lands.

For any wellsites, pipelines or facilities that are on the Landowner's lands, the Company is usually taxed by the Municipality for the equipment that the Company have on site.

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13. Compliance with Laws and Regulations:

The Lessor and Lessee shall comply with all applicable laws and regulations as may be in force from time to time, and any other Act pertaining to the activities herein and the regulations passed thereunder.

Both the Company and Landowner are asked to comply with any applicable laws and regulations, i.e. ERCB, Alberta Environment, etc.

14. Review of Annual Compensation:

The Annual Compensation set forth in paragraph (b) above shall be reviewed in accordance with the applicable legislation.

Rental review can be requested by the Landowner or by the Company in accordance with the Surface Rights Act and reviews can be done every 5 years.

15. Reduction of Annual Compensation:

15.1 Upon suspension of the Lessee's production operations, resulting in a suspended well(s) as designated by the Energy Resources Conservation Board ("ERCB") the Lessee, on notice to the Lessor, may halve the Annual Compensation payable at that time, effective the next date on which the Annual Compensation would be payable.

Once the well is no longer producing, the Company will give notice to the Landowner and may request to reduce the annual rental. Depending on the timing, it would fall into the next rental period.

15.2 Upon resumption of the Lessee's production operations, resulting in a production well(s) as designated by the ERCB, the full Annual Compensation shall again be payable, effective the next date on which the Annual would be payable.

Once the well is back on production, the Landowner will receive the full annual rental again.

15.3 Upon completion, in the Lessee's opinion, of the Lessee's drilling and production operations, including final removal from the leased premises or portion thereof by the Lessee of all above ground buildings, structures, fixtures, material and equipment of any kind, the Lessee, after giving notice to the Lessor, will reduce the Annual Compensation set forth in paragraph (b) above, to the loss of use of \$ _____ dollars, effective the next anniversary date of this Lease Agreement.

Once the Company removes the equipment from the leased site, the Company, after giving notice to the Landowner, can reduce the annual rental to include only the Loss of Use, e.g. crop loss, until such time the lease has been fully reclaimed and a reclamation certificate received.

16. Surrender and Reclamation:

The Lessee shall have the right at any time and from time to time by written notice to the Lessor to surrender all or any portion of the leased premises and terminate this Lease Agreement as it relates to the surrendered premises, provided however, that there shall be no refund to the Lessee of any compensation which may have been paid in advance and that all provisions for abandonment and reclamation have been complied with in accordance with applicable laws and regulations.

Providing that reclamation has been done on the lands and a Reclamation Certificate has been received, the Company can terminate the Lease Agreement by giving written notice to the Landowner. There will be no refund required of the compensation given previously to the Landowner, i.e. the rental payment.

17. Discharge of Encumbrances:

The Lessee may, at its option, pay or discharge all or any balance owing under any Agreement for Sale or Mortgage, or of any tax, charge, lien or encumbrance of any kind or nature whatsoever which may now or hereafter exist on or against or in any way affect the said lands, in which event the Lessee shall be subrogated to the rights of the holder or holders thereof, and may in addition thereto, at its option, reimburse

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itself by applying on account the repayment of the amount so paid by it, the rates or other sums accruing to the Lessor under the terms of this Lease Agreement.

Once a Reclamation Certificate has been received, the Company should remove the caveat against the title, as they no longer have an interest on the lands.

18. Assignment:

18.1 The Lessee or the Lessor may delegate, assign or convey to other persons, corporations or agents all or any of the powers, rights and interests obtained by or conferred upon the Lessee or Lessor herein, and may enter into all Agreements, contracts, and writings and do all necessary acts and things to give effect to the provisions of this clause.

The Company or the Landowner may assign the lands to another Company or person(s) and the receiving company or person(s) should abide by the clauses of the Surface Lease Agreement.

18.2 No delegation, assignment or conveyance by the Lessor or Lessee is effective or binding upon the other party until the other party has received notice of the assignment, which notice shall include the name and address of the assignee.

Notification of the assignment must be provided to the Company if the Landowner decides to sell or assign the lands. Similarly, the Company must provide notification to the Landowner if the Lands has been assigned to another Company.

19. Default:

Notwithstanding anything herein contained to the contrary, the Lessee shall not be in default in the performance of any of its covenants or obligations under this Lease Agreement, including the payment of compensation unless and until the Lessor has notified the Lessee of such default and the Lessee has failed to commence action to remedy the same within thirty (30) days of the receipt of such notice. For the purpose of this clause, a letter by the Lessee of its intent to remedy a default shall constitute a commencement of action to remedy the said default.

If something happened on the lease site, then the company has to do something to correct it within 30 days of receiving written notice. As a courtesy, inform the landowner as to what is happening and what is being done to correct it. Vice versa, if the Landowner noticed that something is wrong on the lease, please contact the Company so that they can inspect and do the necessary remediation.

20. Arbitration:

In the event of any dispute or claim arising out of or relating to clauses 4 to 9 inclusive or lack of mutual agreement arising out of or relating to clause 15 of this Lease Agreement, the determination of whether there has been a breach of this Lease Agreement and the remedy for the breach, if any, or the determination of the reduced Annual Compensation shall be determined by three (3) disinterested arbitrators, one (1) to be appointed by the Lessor, one (1) by the Lessee and the third by the two (2) arbitrators so appointed, and the decision of any two (2) of the three (3) arbitrators shall be final and conclusive; PROVIDED THAT in all other aspects the provision of the arbitration legislation then in force in the Province of Alberta shall apply to each submission. In any event, the responsibility for the arbitration costs shall be determined by the appointed arbitrators.

Should there be any dispute relating to Clauses 4 to 9 or no agreement is reached with respect to Clause 15, then a third party mediator can be appointed so that an Agreement can be reached.

21. Notices:

21.1 All notices to be given herein shall be in writing.

21.2 All notices to be given herein may be given personally, faxed or by letter addressed to the party to whom the notice is to be given. Any such notice shall be deemed to be given to, and received by, the addressee ten (10) days after the mailing thereof, if mailed postage prepaid, or three (3) days after the transmission, if transmitted by fax.

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22. Addresses:

Unless changed by written notice, the addresses of the parties hereto shall be:

LESSEE: Company Address

LESSOR: Landowner's Full Address

23. Enurement:

These presents and everything herein contained shall enure to the benefit of and be binding upon the Lessor, his heirs, executors, administrators, successors and assigns and upon the Lessee, its successors and assigns.

This means that anything that is contained in this agreement legally binding between the Lessor, executors, administrators, etc. and the Company, its successors, etc.

24. Personal Information Consent

By providing personal information to the Lessee or its affiliates, service providers or agents, the Lessor consents to the Lessee's collection, use, retention and disclosure of such personal information for all purposes and uses as permitted or contemplated under this Agreement and as needed to comply with any legal requirements.

IN WITNESS WHEREOF the Lessor has hereunto set his hand and seal and the Lessee has duly executed this Lease Agreement the day and year first above written.

SIGNED AND DELIVERED

By the above named Lessor in the presence of:

Witness— _____

Landowner's Name

COMPANY NAME

Per: _____
Signing Authority of Company Representative

CONSENT OF SPOUSE

(This is filled out if the lease is on the Home Quarter or if they have ever resided on this Quarter and there is only one person on Title)

I, _____, being married to the above named **Landowner** (Lessor), do hereby give my consent to the disposition of our homestead, made in this instrument, and I have executed this document for the purpose of giving up my life estate and other dower rights in the said property given to me by the Dower Act, to the extent necessary to give effect to the said disposition.

Spouse of Lessor

CERTIFICATE OF ACKNOWLEDGMENT BY SPOUSE

(This is filled out if the Consent of Spouse (above) has been filled out)

1. This document was acknowledged before me by _____, apart from her husband/his wife.

2. _____ acknowledged to me that she/he:
(a) Is aware of the nature of the disposition;

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(b) Is aware that the Dower Act, gives her/him a life estate in the homestead and the right to prevent disposition of the homestead by withholding consent;

(c) Consent to the disposition for the purpose of giving up the life estate and other dower rights in the homestead given to her/him by the Dower Act, to the extent necessary to give effect to the said disposition.

(d) Is executing the document freely and voluntarily without any compulsion on the part of her husband/his wife.

DATED at/near _____, in the Province of Alberta this ____ day of _____ A.D., 2011.

Commissioner for Oaths
In & For the Province of Alberta
My Commission Expires: _____

DOWER AFFIDAVIT

(This is filled out if there is only one person on Title and it is not a home quarter or if they have never resided on this Quarter)

CANADA
PROVINCE OF ALBERTA
TO WIT:

I, **Landowner** of _____ in the Province of Alberta, _____,
make oath and say: (occupation)

THAT I am the Grantor named in the written instrument.
THAT I am not married.

OR

THAT neither myself nor my spouse have resided on the within mentioned land at any time since our marriage.

SWORN before me at/near _____)
in the Province of Alberta this _____ day)
of _____, 2011.)

_____)

Landowner

Commissioner for Oaths
In & For the Province of Alberta
My Commission Expires: _____

AFFIDAVIT OF EXECUTION

(This is filled out for each person listed as Lessors (Landowner) on the agreement)

I, Name of Witness of _____, in the Province of Alberta, Land Agent, make oath and say:

1. THAT I was personally present and did see **Landowner** named in the within instrument, who is (are) personally know to me to be the person(s) named therein, duly sign, seal and execute the same for the purposes named therein.
2. THAT the same was executed at/near _____, in the Province of Alberta, and that I am the subscribing witness thereto.
3. THAT I know the said **Landowner** and he (or she) is (or they are each), in my belief, of the full age of eighteen years.

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SWORN before me at the District of _____)
in the Province of Alberta, this _____ day)
of _____, 2011.)

Commissioner for Oaths
In & For the Province of Alberta
My Commission Expires: _____

Signature of Witness

CONSENT OF OCCUPANT, VENDOR, MORTGAGEE OR OTHER INTERESTED PARTY

I, (We) **Occupant** of _____ in the Province of Alberta, having an interest in the within lands by virtue of an Agreement or Instrument dated the _____ day of _____, _____ DO HEREBY AGREE that all my (our) rights, interests and estate which are, or may be, affected by the above Alberta Surface Lease shall be fully bound by all the terms and conditions thereof both now and henceforth.

DATED at/near _____, in the Province of Alberta this _____ day of _____ A.D., 2011.

Witness -

Occupant

AFFIDAVIT OF EXECUTION

I, Name of Witness, of _____, in the Province of Alberta, Land Agent, make oath and say:

1. THAT I was personally present and did see **Occupant** named in the within instrument, who is (are) personally know to me to be the person(s) named therein, duly sign, seal and execute the same for the purposes named therein.
2. THAT the same was executed at/near _____, in the Province of Alberta, and that I am the subscribing witness thereto.
3. THAT I know the said **Occupant** and he (or she) is (or they are each), in my belief, of the full age of eighteen years.

SWORN before me at the District of _____)
in the Province of Alberta, this _____ day)
of _____, 2011.)

Commissioner for Oaths
In & For the Province of Alberta
My Commission Expires: _____

Signature of Witness

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Company File #: _____

NAME OF COMPANY

ENTRY FEE FORM NOTICE

_____ Landowner, both of _____, in the Province of Alberta,
being the registered owner(s) of:

Legal Land Location

have granted an Alberta Surface Lease Agreement dated the _____ day of _____, 2011, to
NAME OF COMPANY

TAKE NOTICE that pursuant to Section 19 of the Surface Rights Act, the Operator shall pay to the Grantor an Entry Fee calculated in accordance with the Act as follows:

Area granted: Acres x \$ 500.00 = \$ _____

(or \$250.00, whichever is the greater but in no event shall the Entry Fee exceed \$5,000.00 per title unit)

NAME OF COMPANY shall not exercise the right of entry until the Entry Fee has been paid.

The Entry Fee is in addition to any compensation payable in respect of the Alberta Surface Lease Agreement.

DATED this _____ day of _____, A.D., 2011.

NAME OF COMPANY

Land Agent

LICA Landowner Resource Development Handbook

Company File #: _____

SCHEDULE A

WAIVER IMPORTANT NOTICE

SECTION 17 OF THE LAND AGENTS LICENSING ACT

17.

- (1) If a land agent enters into negotiations to acquire an interest in land, he shall leave with the owner of the interest or his agent a completed copy of the proposed agreement to acquire the interest, with the land agent's name and business address endorsed on it or attached to it and, at that time, inform the owner or his agent of the provisions of this section.
- (2) No land agent shall resume negotiations with, or accept a signed agreement from, the owner or his agent in relation to the interest in land until at least 48 hours after subsection (1) has been complied with.
- (3) No part of a holiday shall be included in the computation of the 48-hour period referred to in subsection (2).
- (4) A land agent need only comply with subsections (1) and (2) once during the course of negotiations on the same transaction, notwithstanding that the terms and conditions of the proposed agreement may subsequently be varied.
- (5) A land agent who accepts a signature from the owner or his agent on a document relating to the interest in land shall, at that time, leave with the owner or his agent a true copy of the document.
- (6) An owner or his agent may waive the application of this section, except subsections (5) and (7), by signing a waiver in the prescribed form.
- (7) A waiver of the application of subsection (2) shall be sworn or affirmed before a commissioner for oaths.

I/we, **Landowner**, both of _____, in the Province of Alberta, acknowledge having entered into negotiations with respect to an agreement for an interest in the following lands:

Legal Land Location

in the favour of: **NAME OF COMPANY** and make oath and say:

1. That _____ holding Land Agent License No. _____ has explained to me the provisions of section 17 of The Land Agents Licensing Act.
2. That I/we fully understand that I/we can wait 48 hours from the time that a completed copy of the proposed agreement is given to me/us for examination before I/we can be requested to resume negotiations or requested to sign the agreement.
3. That I/we waive the application of section 17(2) of The Land Agents Licensing Act.

SWORN before me at the District of _____)
in the Province of Alberta, this _____ day)
of _____, 2011.)

Signature of Witness

Commissioner for Oaths
In & For the Province of Alberta
My Commission Expires: _____

SCHEDULE B

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I, _____, Land Agent, of _____, in the Province of Alberta, acknowledge having entered into negotiations with respect to an agreement for an interest in the following lands:

Legal Land Location

in favour of: **NAME OF COMPANY** and make oath and say:

1. That I explained to **Landowner** the provisions of section 17 of The Land Agents Licensing Act, and in particular,
2. That I explained to **Landowner** that he/she/they could wait 48 hours from the time that a completed copy of the proposed agreement is given to him/her/them before he/she/they can be requested to resume negotiations or requested to sign the agreement.

SWORN before me at the District of _____)
in the Province of Alberta, this _____ day)
of _____, 2011.)
)
)
)
)

Signature of Witness

Commissioner for Oaths
In & For the Province of Alberta
My Commission Expires: _____