

Date: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

E-mail Address: \_\_\_\_\_

Fax Number: \_\_\_\_\_

ATTN: \_\_\_\_\_

**RE: Surface Rights Review and Unilateral Reduction in Annual Surface Lease Rentals**

This letter concerns the recent attempted unilateral action by \_\_\_\_\_ to reduce my annual surface lease rental from \$\_\_\_\_\_ to \$\_\_\_\_\_. The legal land description is \_\_\_\_\_ and your file number is \_\_\_\_\_.

As a landowner, I am aware that section 27 (6) of the *Surface Rights Act* entitles me to the opportunity to negotiate in good faith after the 4th year anniversary if notice is given to me under section 27(4). The Act provides:

*If either party indicates pursuant to a notice under subsection (4) that that party wishes to have the rate of compensation reviewed or fixed, the parties shall enter into negotiations in good faith for this purpose. [Emphasis Added]*

Good faith means that the negotiations are undertaken in a manner that is honest and fair. My annual rental payments cannot be unilaterally or arbitrarily decreased at the end of the fifth year without the required notification and negotiations. If \_\_\_\_\_ desires to conduct a 5 year anniversary review, it should provide notice to me as required in section 27 of the *Surface Rights Act* Section 27 (4)

*An operator shall give notice to the lessor or respondent, as the case may be,*

- (a) On or within 30 days after the 4<sup>th</sup> anniversary of the date the term of the lease commenced or the right of entry order was made, as the case may be, where the term of the surface lease commenced or the right of entry order was made on or after July 1, 1983 or*
- (b) Where the term of the surface lease commenced or the right of entry order was made before July 1, 1983, on or within 30 days after July 1, 1987.*

The annual compensation provided to me will be based on my **Loss of Use** and **Adverse Effect**, not on the economic state of the energy industry. From my perspective, the impacts I experienced as a result of this site have not changed, with the exceptions of my adverse effect

increasing by having to deal with rental reduction uncertainties and the care and custody of the site.

My choice to cash the cheque or accept the direct deposit to my account for \$\_\_\_\_\_ provided by \_\_\_\_\_ is not acceptance of the amount tendered as payment in full of the amount due, or as a modification of the terms of our agreement. This letter serves to formally reject the unilateral decision to reduce my surface lease rental, and to assert my right to receive the full annual amount as detailed in my surface lease agreement.

I will not be initiating a *Surface Rights Act* Section 27 application for Review of Rate of Compensation as the annual amount previously agreed upon (\$ \_\_\_\_\_) is acceptable for the proposed upcoming five year period.

Neither party to the Lease Agreement has the ability to unilaterally change the amount of payment. A change may only be made by joint agreement or pursuant to an order of the Land and Property Rights Tribunal arising from an application under Section 27 of the *Surface Rights Act*.

We look forward to participating in good faith negotiations and resolving this matter before the end of the 5 year anniversary date and without the operator having to file a Section 27 application with the Land and Property Rights Tribunal.

Sincerely,

Landowner Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, Province: \_\_\_\_\_, \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email: \_\_\_\_\_