

# Conditional Surrender of Lease

The personal information collected through the Conditional Surrender of Lease will be used for the purpose of administering Crown lands under the Public Lands Act and associated regulations. This collection is authorized by section 4(c) of the Protection of Privacy Act. For questions about the collection of personal information, email [lands.records@gov.ab.ca](mailto:lands.records@gov.ab.ca) or call 310-LAND (5263).

THIS AGREEMENT made this                      day of                      20

**BETWEEN:**

**HIS MAJESTY THE KING** in right of the Province of Alberta,  
as represented by the Minister of Forestry and Parks  
by the "director" duly appointed under the *Public Lands Act*,  
(Collectively called the "Lessor")

and

Lessee 1 (include mailing address)

and

and Lessee 2 (include mailing address)

and

and Lessee 3 (include mailing address)

and

and Lessee 4 (include mailing address)

(Hereinafter called the "Lessee")

and

(include mailing address)

(Hereinafter called the "Mortgagee")

**WHEREAS** by a                      Lease No.                       
dated                      The Lessor did demise and lease unto                       
For a term of                      years commencing                      The lands describe in                       
Schedule "A" hereto (hereinafter called "the leased lands"); and

**WHEREAS**                      assigned his interest                       
in the above mentioned leased lands to the Lessee as of                      and



**WHEREAS** by a mortgage dated \_\_\_\_\_ the Lessee mortgaged unto the Mortgagee his  
his interest in the above-mentioned leased lands; and

**WHEREAS** in the negotiation of the said loan, it was understood and agreed between the Mortgagee and the Lessee that before the Mortgagee would advance the money, the Lessee should execute these presents.

**NOW THEREFORE THIS AGREEMENT WITNESSETH** that in consideration of the premises and the sum of One dollar (\$1.00) now paid by the Mortgagee to the Lessee, the receipt whereof is hereby acknowledged, the Lessee on behalf of himself, his heirs, executors, administrators and assigns, covenants and agrees with the Mortgagee and the Lessor as follows:

1. **THAT** the Lessee will not assign, transfer or in any other manner dispose of his interest in the leased lands without the consent in writing of the Mortgagee so long as the hereinbefore mentioned mortgage remains undischarged.
2. **THAT** the Lessee hereby surrenders to the Lessor the hereinbefore recited lease and all his interest in the leased lands thereunder, including all improvements placed thereon by him, provided however; that such surrender shall not be deemed to be effective until the Mortgagee gives notice in writing to the Lessor that its interest requires that the said lease shall be surrendered by reason of the default of the Lessee under the mortgage or if the Lessee becomes bankrupt or is placed into receivership.

Delete and initial if not applicable

3. **THAT** from and after the date of receipt of notice of surrender given to the Lessor in pursuance of this Agreement, all the right, title and interest of the Lessee in the leased lands shall cease and be determined and the Lessee shall have no further interest therein.
4. **THAT** the Lessee has not done or executed any act, deed, agreement, matter or thing whereby the unexpired residue of the said term is, shall or may be in any way charged or encumbered.
5. **THAT** the Lessee shall pay to the Lessor the amount of any monies payable to the Lessor under the said lease but still owing on the effective date of surrender of the said lease pursuant to this Agreement.
6. **THAT** the heirs, executors, administrators and assigns, as the case may be, of the Lessee are bound by the covenants and stipulations herein contained or implied.
7. **THAT** the term "Lessee" includes executors and administrators (successors in the case of a corporation) and the assigns of the Lessee and the terms and references herein to the singular and masculine gender shall also include the plural number, feminine and neuter gender (as in the case of a corporation) which the context so requires and if these presents are entered into and executed by more than one person as Lessee, then all covenants and stipulation herein contained or implied shall apply to and be binding upon all the Lessees jointly and severally and their respective heirs, executors, administrators, successors and assigns.

Declaration

I/we,  
do solemnly declare that all information and statements are true, and I make this solemn declaration conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath or affirmation.

Date Signature Lessee 1

Date Signature Lessee 2

Date Signature Lessee 3

Date Signature Lessee 4

The interest in disposition number has been recognized and recorded in  
the records of Forestry and  
Parks.

This agreement forms CSL

Date Director designated by the Minister of Forestry and  
Parks



Affidavit of Execution

CANADA

I, \_\_\_\_\_  
Name of Witness

PROVINCE OF ALBERTA of the \_\_\_\_\_ of \_\_\_\_\_

TO WIT: in the Province of Alberta, make oath and say:

1. **THAT** I was personally present and did see \_\_\_\_\_ named  
in the within instrument, who is (are) personally known to me to be the person(s) named therein,  
duly sign and execute the same for the purpose named therein;
2. **THAT** the same was executed at the \_\_\_\_\_ of \_\_\_\_\_ in the  
Province of Alberta that I am the subscribing witness thereto:
3. **THAT** I know the said \_\_\_\_\_ and  
\_\_\_\_\_ is/are  
in my belief of the full age of eighteen years.

SWORN before me at

\_\_\_\_\_ in the Province of Alberta

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
A Commissioner for Oaths in and for Alberta

\_\_\_\_\_  
Printed/stamped name of Commissioner for Oaths

My appointment as Commissioner for Oaths terminates \_\_\_\_\_  
Date



**Schedule “A”**  
(Legal Land Description as stated in Lease/Licence Agreement)

