

W.O. No. _____
 Stockpile No. _____
 For Department Use Only

**Manitoba Transportation
 And Government Services**



LEASE AGREEMENT FOR STOCKPILE SITE

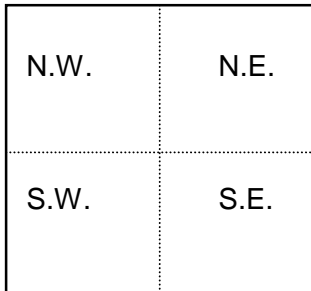
This agreement made this _____ day of _____ 20_____, between:
 _____, hereinafter called "the Contractor"
 and _____ of _____ hereinafter called the "Owner",
 and Her Majesty the Queen in right of the Province of Manitoba as represented herein by the Director of Regional Operations
 on behalf of the Honourable Minister of Transportation and Government Services, herein called "the Province".

WHEREAS, under the terms of Contract No. _____ between the Province and the Contractor, the Contractor is required to
 stockpile aggregates on sites provided by the Contractor, subject to the approval of the Province;

And whereas the Owner is prepared to lease & the Contractor to rent the following described site;
 Now therefore the parties hereto agree as follows:

1. That the Owner hereby leases for a stockpiling site the area consisting of _____ hectares located

(Give distance from boundary of Section or River Lot and indicate on diagram)



Sec. _____
 Twp. _____
 Rge. _____

for a term beginning at the date of this agreement and continuing to
 December 31, 20_____, at a total rental of \$_____

2. That the Contractor shall pay to the Owner in advance the full amount of
 the rental for the term.

3. That the Province shall be the owner of the aggregate materials stored on
 the stockpiling site and shall have right of access to the site by its
 employees and agents for the purpose of inspecting, removing or adding
 materials during the term or any extension thereof.

4. That the Special Conditions below, and the Conditions of Agreement on the reverse, apply to this lease.

SPECIAL CONDITIONS

<p>AGREED TO: _____ Owner _____ Contractor's Representative</p> <p>_____ Witness</p>	<p>Not valid until APPROVED BY: _____ Dir. Of Regional Operations</p>
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CONDITIONS OF AGREEMENT

1. After locating an appropriate stockpile area and a willing Owner, the Contractor shall submit this Agreement, with the signatures of the Contractor and Owner thereon, to the Director of Regional Operations of the Province, along with a cheque payable to the Owner for the full amount of the rental as provided herein. If satisfied, the Director of Regional Operations or designate shall then approve this Agreement and return one copy of the fully executed Agreement to the Contractor and another copy along with the cheque to the Owner.
2. In the event that this Agreement is not approved by the Director of Regional Operations or designate, it shall not have met the requirements of the Contract and the cheque shall be returned to the Contractor.
3. If the aggregate materials have not been removed from the stockpile area before the end of the term, the Owner hereby gives the Province the right, at its option, to extend this Agreement for further annual terms to a maximum of 2 years at an annual rent of ½ the rental paid by the Contractor for the initial term, but for any extended term the Province shall be the lessee, and not the Contractor.
4. The Contractor shall provide access to the stockpile area, including where necessary, the supply and installation of culverts approved by the Province.
5. When the term or any extension of this Agreement expires, the culverts installed by the Contractor shall be removed by and become the property of the Province and the Province shall clean up and restore the stockpile area.
6. The Owner shall be responsible for weed control of the stockpile area during the term or any extension thereof.
7. The Province may require the Contractor to fence the stockpile area, in accordance with their Contract.
8. This agreement, when signed by the Director of Regional Operations or designate shall be binding on the Province, the Contractor and the Owner, their heirs, successors and assigns.

INSTRUCTIONS TO CONTRACTOR

Leave one copy of this agreement with the Owner at the time of making the Agreement. Forward the signed original, along with the cheque payable to the Owner, to the Director of Regional Operations or their designate for approval. Copies will be distributed to the Contractor and Owner (along with the cheque) once approved.