

THIS AGREEMENT made this _____ day of _____, A. D. 2019.

BETWEEN:

BEAVER COUNTY
(the "County")

OF THE FIRST PART

- and -

(Name)
(Address)
(Address)
(Telephone)
(the "Tenant")

OF THE SECOND PART

WHEREAS the County is the owner in fee simple of certain land and leased area situated within Beaver County, in the Province of Alberta, legally described as:

Plan 762 0125; Block 1; Lot R5 in SE 26-50-20-W4

Containing 28.34 Acres

(hereinafter called the "Land");

AND WHEREAS the County desires to lease to the Tenant and the Tenant desires to lease from the County, the Land outlined in Schedule "A" attached to and forming part of this Agreement (hereinafter called the "Leased Area") for the purpose of hay or pasture;

NOW THEREFORE in consideration of the rents, covenants, and agreements hereafter contained and by the parties to be respectively paid, observed, and performed, the parties agree as follows:

1. The term of the Agreement shall be from **April 1, 2019** to **December 31, 2019**, (hereinafter referred to as "the Term"), subject to the earlier termination of this Agreement as hereinafter provided for.

2. The Tenant agrees to pay to the County,
 - (a) Rent for the Leased Area in the sum of: _____, payable upon execution of this Agreement, subject to G.S.T:
 - (b) Taxes, rates, and other assessments levied by the County in each year of the Term, prior to October 31st of each year;
3. The Tenant hereby covenants with the County as follows;
 - (a) To use the Leased Area only for the purpose of hay or pasture, in accordance with the applicable bylaws and regulations administered by the County;
 - (b) Not to use the Leased Area or permit the Leased Area to be used for any purpose which may render the insurance on the Land void or voidable or which might cause the premiums for such insurance to be increased.
 - (c) Not to part with possession of the Leased Area or any part thereof.
 - (d) To keep the Leased Area reasonably clean and maintained, including rodent and weed control to the satisfaction of the County;
 - (f) Throughout the Term of the Agreement, at its sole cost and expense, take out and keep in full force and effect, the following insurance:
 - (i) comprehensive general liability insurance providing insurance coverage against claims for personal injury, death, and property damage, and Tenant's legal liability with respect to the occupancy by the Tenant of the portion of the Leased Area; such insurance to provide coverage to a limit of not less than Two Million Dollars (\$2,000,000.00) inclusive per occurrence;
 - (ii) all insurance coverage maintained by the Tenant in accordance with this Agreement shall include waivers of subrogation by the insurers in favour of the County and shall name the County as an additional named insured;
 - (iii) no such insurance policy may be cancelled without the insurer providing no less than Thirty (30) Days written notice of such cancellation to the County; and
 - (iv) a Certificate of Insurance is furnished, satisfactory to the County, evidencing the required insurance coverage.
 - (g) At all times and without limitation, indemnify and save harmless the County, its Councillors, directors, officers, employees, contractors, agents, and representatives from and against any and all liabilities, losses, costs, damages, legal fees (on a solicitor and his own client full indemnity basis),

disbursements, fines, penalties, expenses, all manner of actions, causes of action, claims, demands, and proceedings, all of whatever nature and kind which any of the County, its Councillors, directors, officers, employees, contractors, agents, and representatives may sustain, pay, or incur or which may be brought or made against all or any of them, and whether or not incurred in connection with any action or other proceedings or claims or demands made by third parties, with respect to any occurrence, event, incident, or matter caused by, and/or arising as a direct or indirect result of actions or inactions of this Agreement.

- (e) To obtain prior written permission from the County for any development (including construction of fences) on the Leased Area, including the removal, cutting, or transplanting of brush or trees.
 - (i) The Tenant shall be solely responsible for the costs of any approved development, and subsequent maintenance.
 - (ii) Fencing installed during the Term shall become the property of the County upon expiry or termination of this Agreement.

4. The County hereby covenants with the Tenant as follows:

- (a) To permit the Tenant so long as he pays the rent and taxes reserved herein and complies with his covenants, to use the Leased Area without interference from the County or those claiming under or in trust for him;

5. It is hereby agreed that the County may terminate this Agreement with Sixty (60) Days written notice and re-enter the said Leased Area for the following reasons:

- (a) The County intends to utilize this Land for park or recreation purposes during the Term of this Agreement;
- (b) The County intends to sell or dispose of the property during the Term of this Agreement;
- (c) The Tenant has breached any of his covenants herein.

6. It is hereby agreed that the Tenant may terminate this Agreement with Sixty (60) Days written notice with no obligation for the County to reimburse the Tenant for any portion of the rent or taxes paid in the year of termination.

7. If the Tenant duly performs all the covenants and provisions herein contained, and meets all requirements of County policy regarding the disposition of County-owned property, the County may grant the Tenant a renewal of this Agreement for a further term up to 5 years upon the expiration of the Term set out herein.

8. For the purpose of this Agreement, the addresses of the parties are:

Beaver County
Box 140
Ryley, Alberta T0B 4A0

and

_____ (Name)
_____ (Address)
_____ (Address)
_____ (Telephone)

9. Any communication, notice, or service of documents required to be made during the course of this Agreement will be good and sufficient if delivered to, or posted by ordinary mail addressed to, the above addresses. Notice given in any such manner shall be deemed to have been received by the party on the day of delivery or upon the 3rd day after the date of mailing provided that normal postal service is in existence at the time of mailing and for three (3) days thereafter. Any party may change its address for service from time to time upon written notice to that effect. In the event of disruption of normal postal service, any party giving notice hereunder shall be required to deliver the same.
10. The laws of the Province of Alberta shall govern this Agreement.
11. If any term, covenant, or condition of this Agreement or the application thereof to any party or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement or application of such term, covenant, or condition to a party or circumstance other than those to which it is held invalid or unenforceable, shall not be affected thereby and each remaining term, covenant, or condition of this Agreement shall be valid and shall be enforceable to the fullest permitted by law.
12. This Agreement constitutes the entire Agreement between the parties hereto and the parties acknowledge and agree that there are no covenants, representations, warranties, agreements, or conditions expressed or implied, collateral or otherwise forming part of or in any way affecting or relating to this Agreement save as expressly set out in this Agreement.
13. This Agreement may not be altered or amended in any of its provisions, except where any such changes are reduced to writing and executed by the parties.
14. This Agreement shall enure to the benefit of and be binding upon the parties herein and their respective heirs, successors, and assigns.

15. Time is of the essence in this Agreement, and if either party shall fail to perform the covenants on its part to be performed at fixed times or alternatively within a reasonable time for the performance thereof under the terms of this Agreement, the other party may elect to terminate the Agreement.

IN WITNESS WHEREOF the County and Tenant have executed this Agreement as of the day and year first above written.

BEAVER COUNTY

Designated Officer

TENANT

Per: _____

Per: _____

Witness

Witness

AFFIDAVIT OF EXECUTION

CANADA) I, _____
)
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 (or annexed) Instrument, who is personally known to me to be the person named therein, duly sign and execute the same for the purposes named therein.
2. THAT the same was executed at the _____, in the Province of Alberta, and that I am the subscribing witness thereto.
3. THAT I believe that the person(s) whose signature(s) I witnessed is/are at least eighteen (18) years of age.

SWORN before me at the _____)
)
_____, in the Province of Alberta,)
)
this _____ day of _____, 20____.) _____
)
)
_____)

A COMMISSIONER FOR OATHS IN AND
FOR THE PROVINCE OF ALBERTA
My appointment expires

Schedule A

Plan 762 0125; Block 1; Lot R5 in SE 26-50-20-W4 (28.34 ac)
Willow Lake Estates

