

November 2, 2022

RE: Farmland for Lease

Beaver County is considering the lease of the following properties east of Ryley within the Equity Industrial Park:

(1)	NE 3-50-17-W4	120 ac
(2)	Lot 1 in NE 3-50-17-W4	40 ac
(3)	Pt. NW 3-50-17-W4	48.93 ac
(4)	SW 3-50-17-W4	93.17 ac
(5)	SE 3-50-17-W4	151 ac

Pursuant to Beaver County's Disposition of County-Owned Property Policy, County Council has indicated that the historic leaseholder will be given preference or "right of first refusal", subject to the following:

- a) The historic leaseholder is in good standing with the County and has previously met all obligations of the lease to the County's satisfaction, and
- b) The historic leaseholder matches the highest tender received to lease the land.

This letter is to ensure bidders are aware that despite the amount that may be tendered, there is potential for the right of first refusal to affect the disposition of this land.

Should you have any questions or concerns, please do not hesitate to contact our office at 780-663-3730 or jpost@beaver.ab.ca.

Sincerely,

Jessica Post
Development Officer
Beaver County

Encls.

LEASE AGREEMENT

This lease made in duplicate this _____ day of _____, A.D. 20__

BETWEEN

BEAVER COUNTY
Box 140
Ryley, AB T0B 4A0

(hereinafter referred to as the “landlord”)

being the registered owner of land described as:

and

(hereinafter referred to as the “tenant”)

IN WITNESS OF the rents, covenants, promises, and agreements contained in this lease on the part of the tenant to be paid, observed, and performed, the landlord DOES HEREBY LEASE TO the tenant the following farm lands and premises situated in the Province of Alberta, that is to say:

(See Schedule A)

TERM:

This lease shall continue in force on the said land and premises for and during the term from the _____ day of _____, A.D. 20__ to the _____ day of _____, A.D. 20__.

The maximum period shall be for up to two (2) years. This lease may be renewed at the sole discretion of the landlord for a period of up to two (2) years.

RENTAL:

The tenant will pay to the landlord the following rental for the use of the said land during the said term, to be paid on or before October 31st of each year, subject to G.S.T:

a) _____

IT IS FURTHER AGREED BY THE LANDLORD AND TENANT AS FOLLOWS, THAT IS TO SAY:

The tenant shall make all decisions with respect to farming the said land unless stated otherwise in this agreement.

The tenant shall be responsible for all costs of farming the said land unless stated otherwise in this agreement.

The tenant will cultivate, seed, and harvest the said land in a good husbandlike and proper manner and will not impoverish or waste the same, will be responsible for the control of weeds, and will use the lands and premises for the purpose of a farm only.

The tenant has no rights to sand, gravel, or clay, except for his own use, and he has no rights whatsoever to valuable stone or other such substances existing on, or under the surface of the said land.

The tenant will not change the natural course of any waterways on the said land, or cut down trees growing upon the land, nor will he permit any other person to do so, without written consent of the landlord.

If the tenant fulfills the terms and conditions of this agreement he shall and may peaceably possess and enjoy the said land for the said term, without any interruption or disturbance from the landlord or any representative of the landlord.

The landlord or a representative of the landlord has the right at all reasonable times to attend and inspect the said property. The landlord reserves the right of entry and exit over and upon the land in this agreement and to use any land and buildings expressly excluded from this agreement.

If either party shall fail in any respect to carry out any of the provisions of this lease agreement, the other may have the same done, and the costs shall be paid by the party failing to carry out the said provisions.

SEEDING:

The tenant will seed to crop all the said land under cultivation except the portion to be summerfallowed during the term of this lease. The type and acreage of each crop to be seeded shall be determined by the tenant.

GOVERNMENT PAYMENTS AND SUBSIDIES:

In the event that any payment, subsidy, or other reimbursement is made under any government agency, or any marketing agency in connection with grain production on the said land during the term of this lease, the payments identified with the leased land shall be paid to the tenant unless otherwise agreed upon.

COMPENSATION:

All compensation and payment paid by an oil or gas or exploration or utility company whatever, or similar company, for compensation or payment of or for right-of-way rights, usage rights, easement rights, belong to the landlord, subject to compensation due to the tenant as outlined in the next paragraph below.

Any compensation for damage to cropland shall accrue to the party which has suffered the loss.

The tenant shall indemnify and save harmless the landlord from and against all actions and claims for damage arising from use of the lands under this lease and from any improvements made by him on the lands.

TAXES:

Unless otherwise agreed upon, the payment of all taxes on the land indicated in this lease shall be paid by the tenant.

IMPROVEMENTS:

The tenant shall not make major improvements, other than that which is considered normal repair and maintenance, to the leased land or any other assets identified in this agreement without written permission of the landlord. Major improvements, without restricting the generality of the term, shall include water development, erosion control, fencing and building construction, clearing, breaking, and seeding to pasture and hayland. Such consent shall be attached to and form part of the lease agreement. No compensation shall be given by the landlord to the tenant.

Title to all improvements shall vest in the landlord and no improvements shall be sold, removed, disposed of, or encumbered without the written consent of the landlord.

REPAIR OF BUILDINGS, FENCES, AND IMPROVEMENTS:

The tenant shall be responsible for installation and the normal maintenance and repair of fences and improvements. These fences and improvements may not be removed at the termination or cancellation of the lease. The tenant will not be compensated for any costs associated with installation, maintenance or repair.

INSURANCE:

The tenant is free to make his own arrangements regarding crop insurance and hail insurance and in doing so shall absorb the total cost of coverage and receive all the benefits.

SUBLETTING:

The tenant shall not sublet, or assign this lease, or any part thereof, or any interest therein without obtaining the written consent of the landlord to the sublease or assignment.

RENEWAL AND CANCELLATION OF LEASE:

The term of this lease may be extended by mutual agreement between the landlord and tenant for a further period upon the same terms and conditions as contained herein, except as otherwise agreed in writing by the parties executing a renewal statement.

This lease is granted subject to the right of entry and use of the lands by the landlord or his contractor for the purposes of design, engineering, and/or surveying, the right of sale of lands by the landlord or cancellation of the lease by the landlord at any time during the term hereby granted, provided reasonable notice (minimum 30 days') is given to the tenant to enable the tenant to complete sowing, harvesting, threshing, and removal of all crops on all lands. No compensation will be provided to the tenant for damages as a result of early cancellation of this lease.

INCOMING TENANT:

An incoming tenant, purchaser, or the landlord shall have the right to enter on the land contained in this agreement after harvest in the fall preceding the expiration of the said term for the purpose of preparing the land for crop.

If either party shall fail in any respect to carry out any of the provisions of this lease agreement the other may have the same done, and the costs shall be paid by the party failing to carry out said provisions.

DEFAULT IN PAYMENTS:

When the tenant does not make payment of the rental in accordance with the terms and conditions of this lease agreement, the current year's rental and any further payments owing for that year shall become due and payable immediately, and the landlord may again repossess and enjoy the said land as if this agreement had not been executed.

ARBITRATION:

Any disagreement which may arise between the contracting parties hereto shall, when a mutually satisfactory settlement cannot be reached, be submitted to arbitration. The

arbitration authority may either be a single person mutually satisfactory to both parties, or a board of three, one member to be named by each party and a third selected by the two so chosen.

The recommendation of the arbiter or arbitration board shall be accepted as final, except in a matter of law.

The contents of this agreement shall for all purposes be construed according to the laws of the Province of Alberta.

The terms "landlord" and "tenant" shall include their heirs, executors, administrators, successors and approved assigns in the singular or plural number and feminine and masculine gender when the context or the parties so require and all the covenants shall be construed as being joint and several.

IN WITNESS WHEREOF the said parties hereto have hereunder set their hands and seals.

Dated this _____ day of _____, A.D. 20__.

(Witness)

(Tenant)

(Witness)

(Tenant)

BEAVER COUNTY

Per: _____
Kayleena Spiess
Chief Administrative Officer

Schedule A

Indicate which land(s) from the following selection:

- | | |
|----------------------------|----------|
| (1) NE 3-50-17-W4 | 120 ac |
| (2) Lot 1 in NE 3-50-17-W4 | 40 ac |
| (3) Pt. NW 3-50-17-W4 | 48.93 ac |
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