

THIS INDENTURE made in duplicate this \_\_\_\_ day of December A.D., 2016.

Between:

**THE COUNTY OF ST. PAUL NO. 19**

St. Paul, Alberta  
(hereinafter called the "Lessor")

- and -

**RIVERLAND RECREATION TRAIL**

**C/O MARVIN BJORNSTAD  
BOX 587, ELK POINT, ALBERTA T0A 1A0**

(hereinafter called the "Lessee")

THE LESSOR, pursuant to, by virtue of, and subject to the provision of the Municipal Government Act, being Chapter M-26, of the Revised Statutes of Alberta, 2000, and amendments thereto, HEREBY LEASES to the Lessee the following lands, namely:

**STATION GROUNDS LOCATED IN  
Section 27-59-11-W4th**

containing **12.14** acres, more or less, reserving unto her Majesty, all mines and minerals (the "Lands"), for a period of **ten years**, commencing the first day of January, 2016, and expiring on the thirty-first day of **December 2025** at a yearly rental fee of **no charge (\$0)**.

THE LESSEE covenants and agrees with the Lessor as follows:

1. That the Lessee will not without written consent or approval of the Lessor assign or sublease any part of the Lands or premises.
2. That the Lessee agrees to utilize the Lands for agricultural purposes only:  
\_\_\_ Grazing Lease; \_\_\_ Cultivation Lease;  X  Other (Specify)
3. That this Lease is granted subject to the cancellation of the Lease by the Lessor at any time during the term hereby granted, provided:
  - a) that 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, damage claims, damages in lieu of crop damage or any other or other similar compensation for payment for claim whatever small belong to the Lessor absolutely without recourse or indemnity by the Lessor to the Lessee herein. The Lessor further reserves the right to reduce the number of acres being rented herein to accommodate or complete any agreements with any of the said companies for the above purposes without reduction of the rental herein.

- b) that the Lessee will indemnify and save harmless the Lessor 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.
  - c) shall maintain the Lands in good condition and repair and shall be responsible to control weeds on and control excessive dust from the Lands.
  - d) shall at all times during the continuance of the Term hereby demised, keep, and at the expiry or termination thereof, yield the Lands, in a good and clean condition.
  - e) shall use the Lands for the permitted use and for no other use whatsoever.
4. The Lessee shall have the right from time to time at its own expense to make such changes, additions and improvements (including brushing) to the Lands as the Lessee may think necessary, subject to the following conditions:
- a) The Lessee shall submit to the Lessor a plan for any permanent changes to the landscape or grade of the land.
  - b) The Lessee will not erect any improvements on the Section 27-59-11-W4th(12.14 Acres) portion of land. If the Lessee wishes to use this parcel to erect any improvements, they may make a request to the County in writing.
5. The Lessee shall have the right to post the Lands to prohibit trespassing.
6. The Lessee shall, at its own expense, provide and maintain in force during the Term hereof comprehensive general public liability insurance (the "Liability Insurance") covering personal and bodily injury, death, and property damage on an occurrence basis with respect to the activities of the Lessee or its employees, invitees, or patrons carried on, in or from the Lands of not less than \$2 MILLION (\$2,000,000.00) or for such greater amount as the Lessor may reasonably require. The Lessee shall, within thirty (30) days of the date of such request, provide to the Lessor a certified copy of the required insurance policy.
7. The Liability Insurance shall:
- a) name the Lessor as an insured;
  - b) be in a form satisfactory to the Lessor; and
  - c) waive any right to make claims against the Lessor to recover any amounts paid by the insurer.
8. The Lessee shall immediately advise the Lessor, and promptly thereafter by written notice confirm such advice to the Lessor, of any accident to or defect of or any damage or injury which has occurred to or on the Lands, or any part thereof, or howsoever caused, provided that nothing herein shall be construed so as to require repairs to be made to the Lands by the Lessor, except as expressly provided in this Lease.

- 9. The Lessor covenants and agrees with the Lessee as follows:
  - a) The Lessee, so long as not in default under this Lease, shall have quiet enjoyment of the said Lands and premises; and
  - b) The Lessee may, if not in default hereunder, remove all improvements made or placed on the Lands at any time within the expiry, sale or cancellation of the lease as aforesaid. The Lessee shall in such removal do no damage to the Lands or shall promptly make good any damage which may be caused by the removal and restore them to their condition prior to such removal.
- 10. This Lease may be terminated in the following manner:
  - a) In writing upon mutual agreement of the parties;
  - b) By the Lessee upon giving notice to the Lessor, which may be waived, in whole or in part;
  - c) By the Lessor upon giving notice to the Lessee; or
  - d) Immediately by the Lessor, in its sole discretion, without notice and without limiting any of its other rights and remedies if the Lessee at any time fails to comply with the terms, conditions or provisions of this Agreement.
- 11. This Lease and all the covenants herein contained shall enure to the benefit of and be binding upon the parties thereto, their heirs, executors, administrators, and assigns, respectively.
- 12. The Lessee hereby confirms that it has had the opportunity to obtain independent legal advice with respect to the terms of this Lease and confirms that this Lease has been executed freely, voluntarily, without duress, and with the full understanding of its contents and its final binding effect.
- 13. The Lessee does hereby accept this Lease of the Lands, to be held by him as tenant and subject to the conditions, restrictions and covenants implied and set forth above.

**IN WITNESS WHEREOF**, the parties hereto have hereunto set their hands and affixed their seals the day and year thereon first above written.

**SIGNED, SEALED AND DELIVERED**

**COUNTY OF ST. PAUL NO. 19**

in the presence of:

\_\_\_\_\_  
Reeve

\_\_\_\_\_  
County Chief Administrative Officer

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Lessee