

THIS INDENTURE made in duplicate this \_\_\_\_\_ day of \_\_\_\_\_ A.D., 2017

Between:

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

St. Paul, Alberta

And

**THE TOWN OF ELK POINT**

(Hereinafter called the "Lessors")

- and -

**ELK POINT REGIONAL ALLIED ARTS SOCIETY**

Society Number

(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 amendment thereto, **HEREBY LEASES** to the Lessee the following lands, namely:

The east half of Lot 1, Block 32, Plan 852-1351  
(Within the corporate limits of the Town of Elk Point)

containing 1 acre more or less and the warehouse space, reserving unto her Majesty, all mines and minerals (the "Lands") at the agreed upon lease rate of one dollar (\$1) year, commencing the first of June 2017, payable in advance.

**THE LESSEE** covenants and agrees to the Lessor as follows:

1. That the Lessee will not without written consent or approval of the Lessor assign or sublet any part of the Lands or premises.
2. That the Lessee agrees to utilize the Lands for public gathering purposes only for uses such as a performing arts theatre, public rental hall, multiuse cultural/recreational facility:
  - a. 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.
  - b. Shall maintain the lands and buildings in good condition and repair and shall be responsible to maintain the building in good condition and take responsibility for all utilities servicing the building and property.

- c. Shall always during the continuance of the term hereby demised, keep and at the expiry or termination thereof, yield the buildings and lands in a good and clean condition.
  - d. Shall use the building and lands for the permitted use and for no other uses whatsoever.
  - e. Shall be responsible for payment of all utilities.
  - f. The lessee shall abide by all rules and regulations set by the condominium association.
3. The Lessee shall have the right from time to time at its own expense to make such changes, additions and improvements to the building and lands as the lessee may think necessary, subject to the following conditions:
  - a. The Lessee shall submit to the Lessor a plan for the change, addition or improvement and must receive the Lessors written consent to carry out the desired work. The consent of the Lessor does not relieve the Lessee of the requirement to obtain the necessary development permit and building permits nor does the Lessor, in approving the plan, guarantee or represent that the necessary development permit and building permits will be granted; and
  - b. The Lessee shall submit development application if required under the Town of Elk Point's Land Use Bylaw and must receive the necessary development permit prior to making the change, addition or improvement.
4. 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.
5. 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.
6. The lessee shall immediately advise the Lessor, and promptly thereafter by written notice confirm such advise to the Lessor, of any accident to or defect of or any damage or injury which as occurred in the buildings or on the lands, or any part thereof, or howsoever caused provided that nothing herein shall be construed to require repairs to be made to the building and lands by the Lessor, except as expressly provided in this Lease.
7. The Lessee does hereby accept this Lease of the building and lands, to be held by them as tenant and subject to the conditions, restrictions and covenants implied and set forth above.

- 8. The term of the Lease shall be twenty-five (25) years from the date of signature by all parties with the option of renewal for an additional twenty-five (25) years subject to acceptance by both parties.
- 9. And the Lessor covenants and agrees with the Lessee as follows:

**THE 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.

**IN WITNESSETH 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**

In the presence of:

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

\_\_\_\_\_  
Reeve

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

In the presence of:

**TOWN OF ELK POINT**

\_\_\_\_\_  
Mayor

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

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Elk Point Regional Allied Arts Society

\_\_\_\_\_  
Elk Point Regional Allied Arts Society