

THIS AGREEMENT made in duplicate this ____ day of _____, A.D. 2021,

BETWEEN

LACOMBE COUNTY
RR 3, Lacombe, AB T4L 2N3
(hereinafter called the County)

OF THE FIRST PART

- and -

LACOMBE FISH and GAME ASSOCIATION
Box 5573, Lacombe, AB, T4L 1X2
(hereinafter called the LFGA)

OF THE SECOND PART

WHEREAS the Lessor is owner of those lands described as:

Lot 2MR, Block 1, Plan 802 1368

being a subdivision of Section Thirteen (13), in Township Thirty-Nine (39), Range Twenty-Seven (27), West of the Fourth Meridian, as described in Certificate of Title 802 129 062 A, in the Province of Alberta, containing 2.10 acres (see Schedule 1);

and

Lot 3MR, Block 1, Plan 912 2491

being a subdivision of Section Thirteen (13), in Township Thirty-Nine (39), Range Twenty-Seven (27), West of the Fourth Meridian, as described in Certificate of Title 912 226 383, in the Province of Alberta, containing 2.99 acres (see Schedule 2);

AND WHEREAS the LFGA wishes to lease said lands for the purpose of developing thereon a public campground and day use area in conjunction with the land owned by the LFGA;

AND WHEREAS the County deems it expedient and beneficial that the said lands be leased to the LFGA for the said purposes;

NOW THEREFORE in consideration of the mutual promises and respective covenants set forth in this Agreement, the receipt and sufficiency of which is irrevocably acknowledged by the Parties, the Parties agree as follows:

1. The County shall lease the said lands to the LFGA for the sole purpose of operating and maintaining a public campground and day-use area, and the LFGA shall not cause or permit the use of said lands for any other purpose.
2. Camping shall be permitted on Lot 2MR, Block 1, Plan 802 1368 during the period of May 15th – October 1st.
3. No additional campsites may be constructed without the prior written approval of the County.
4. Lot 3MR, Block 1, Plan 912 2491 shall be used as a day-use area only.
5. Lot 3MR, Block 1, Plan 912 2491 shall be open and accessible to the general public, at no charge, during LFGA's normal hours of operation during the period of May 15th to October 1st.
6. Improvements to the day-use area shall not be undertaken without the prior written approval of the County, which may be withheld by the County in its sole discretion.
7. The LFGA shall use the said lands solely for the purposes herein before mentioned and shall not do or permit to be done on the subject lands anything which 1) may be contrary to any federal or provincial law or bylaw or policy of the County, 2) in the opinion of the County in its sole discretion may be deemed a nuisance, or 3) in the opinion of the County in its sole discretion is or has the potential to be dangerous to public safety or property.
8. The LFGA shall pay all utility fees and tax rates levied or imposed in respect of the said lands.
9. The LFGA shall not assign or sublease the said lands.
10. The LFGA shall permit the County, its employees and agents to enter upon the said lands at all reasonable times for the purposes of ascertaining that the provisions of this lease are being fulfilled.

11. The LFGA shall keep and maintain the said lands and facilities thereon in a good and substantial state of repair and will at the expiration or other sooner determination of this lease yield up to the County quiet and peaceable possession of the said land, in a good and substantial state of repair, ordinary wear and tear and damage by fire, lightning, tempest or other unavoidable casualty expected; and it will remove any improvements to be deemed property of the LFGA during the term of the lease and return the said lands to substantially the same condition they were in prior to the commencement of this lease.
12. The LFGA shall be responsible for the control and cost associated with control of any prohibited noxious and noxious weeds under the provincial *Weed Control Act* and local weed act on Lot 2MR, Block 1, Plan 802 1368.
13. The LFGA shall maintain and keep in force public liability insurance in an amount not less than \$5,000,000 against claims for personal injury, death or property damage or public liability claims arising from any accident or occurrence upon or about the said lands. The policy of insurance referred to herein shall name the County as an additional insured, and shall not be capable of cancellation or substantial modification without a minimum of 30 days' prior written notice to the County.
14. The LFGA shall indemnify the County against all liabilities, costs, fines, suits, claims, demands and actions of any kind for which the County may become liable by reason of any breach, violation, or non-performance by the LFGA of any covenant, term or provision of this lease, or any injury, death, or damage to property, occasioned to or suffered by any person or any property by reason of any act, neglect or default by the LFGA or its servants, employees, agents, licensees or invitees on the said lands. The LFGA's obligation to indemnify the County shall extend to and include legal costs and expenses on a solicitor and own client full indemnity basis and shall survive the expiration or termination of this lease howsoever it occurs.
15. The LFGA shall maintain the fence on the riverside boundary of Lot 2MR, Block 1, Plan 802 1368 of a nature acceptable to the County.
16. In case of the breach, non-observance or non-performance of the covenants and agreements herein contained or implied on the part of the LFGA, it shall be lawful for the County at any time thereafter to immediately enter onto the said lands and repossess and enjoy as of its former estate.

17. The County covenants with the LFGA that upon the LFGA performing and observing all the covenants, conditions and agreements herein contained on its part to be performed and observed, it may hold and enjoy the said land during said term without any interruption by the County or any person lawfully claiming it.
18. This agreement shall be for a term of twenty years commencing on the 10th day of November, 2021 and expiring on the 9th day of November, 2041.
19. This Agreement may be amended upon mutual consent of the Parties.
20. This Agreement may be terminated 1) upon mutual consent of the Parties, or 2) by one Party giving the other Party one year's written notice.
21. If, at the sole discretion of the County, LFGA is deemed to be in contravention of any provision of this Agreement and such contravention has not been remedied within 45 days of the County notifying LFGA of the contravention the County may terminate this Agreement.
22. Without limitation to any other provision of this Agreement, the County may terminate this Agreement on written notice effective immediately if the LFGA causes or permits any use of or activity on the said lands which causes or contributes to an imminent danger to public safety or of serious harm to property.
23. Any notice, request or demand herein provided for shall be sufficiently given or made if mailed by registered mail, postage prepaid, if to the County at its office in Lacombe County, Alberta, or if to the LFGA at its office at Lacombe, Alberta. Any notice mailed as aforesaid shall be deemed conclusively to have been given on the next business day following the day on which it was mailed. Either of the Parties hereto may at any time give notice in writing to the other of any change of address and thereafter all notices shall be mailed to the new address so notified.
24. Wherever the singular or masculine is used throughout this agreement the same shall be construed as meaning the plural or feminine or a body corporate where the context or the Parties hereto so require.

- 25. These presents and everything hereto contained shall ensure to the benefit of and be binding upon the Parties hereto, severally as well as jointly, their successors and assigns respectively.
- 26. The LFGA does hereby accept this lease of the said lands, to be held as lessee and subject to the covenants, conditions and restrictions above set forth.
- 27. The Parties agree that the lease agreement between the County and the LFGA dated April 10, 2007 is hereby terminated.

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

LACOMBE COUNTY

Witness

PER: _____
Reeve

Witness

PER: _____
County Manager

**LACOMBE FISH and GAME
ASSOCIATION**

Witness

PER: _____

Witness

PER: _____