



THIS LEASE made this 4 day of FEB, 2016

BETWEEN

WHEATLAND COUNTY
(a Municipal Corporation)
Hwy#1, RR1
Strathmore, Alberta T1P 1J6
(the "Lessor")

AND

SPEARGRASS COMMUNITY ASSOCIATION
(a Registered Society)
Box 191
Carseland, Alberta T0J 0M0
(the "Lessee")

WHEREAS the Lessor owns those lands described on Certificates of title #161 023 353 (the "Lands"); described as:

PLAN 1610303

BLOCK 13

LOT 4

EXCEPTING THEREOUT ALL MINES AND MINERALS

AREA: 0.588 HECTARES (1.45 ACRES) MORE OR LESS

ATS REFERENCE: 4;25;22;4;SW

and,

WHEREAS the Lessee is desirous of entering into a formal land lease agreement for the use of a portion the Lands and shown outlined in red on the attached **Schedule "A"**, (the **"Leased Area"**) which forms part of this agreement; and,

WHEREAS the Lessor is desirous of leasing the Leased Area to the Lessee to allow the use of the Leased Area as herein permitted;

NOW THEREFORE in consideration of the sum of ONE DOLLAR (\$1.00) paid by the Lessee to the Lessor, the sufficiency and receipt of which is hereby acknowledged, and the mutual covenants and agreements contained in this Agreement, the Lessee and the Lessor covenant and agree as follows:

1. TERM AND RENEWAL

The original term of this Lease shall commence effective February 1, 2016 and shall terminate at the expiration of Five (5) years therefrom, being January 31, 2021. The Agreement shall be reviewed at the end of the term and shall not auto-renew, in accordance with Council Resolution #14-10-54

2. TERMINATION

This agreement may be terminated by either party providing ninety 90 days written notice to the other party at the address as herein included, indicating their desire to terminate this lease. All vehicles and any improvements must be removed by the end of the 90 day notice period. Any improvements and recreational vehicles not removed by the end of the 90 day notice period may be removed by the Lessor, and any costs incurred to do so will be invoiced to the Lessee, as will any costs to store same if applicable.

3. RENT

The Lessor shall not charge any rental fee for the Term. Rent shall be reviewed at the time of any renewal of this agreement.

4. USE OF THE LANDS

The Lands may only be used for the permitted use, being a storage lot for recreational vehicles registered to residents of the Speargrass Community only. The Lessee shall not carry on, nor permit to be carried thereon, any maintenance or repairs of any recreational vehicle or other vehicle on the Leased Area including but not limited to winterizing/summerizing, occupancy of any vehicles stored on the Leased Area, or storage of any materials other than those contained within the recreational vehicles and forming part of their normal usage and operation. The Lessee shall not permit any use deemed to be a nuisance, including littering. Any use of the Leased Area shall be consistent with the requirements of any relevant statute, regulation, bylaw, or Order in Council, whether Federal, Provincial or Municipal, and consistent with any rules, regulations or policies of the Lessee and the lessee shall be solely responsible for any and all costs of all permits and licences to operate the site and to obtain same.

5. SERVICES

The Lessee shall pay all utility and telephone charges in respect of service supplied to the premises, including but not limited to, all charges for light, power, air conditioning, water and sewer services, telephone installation, rental fees and toll charges or any other rates associated with the premises.

6. INSURANCE

The Lessee shall, at his own expense and without limiting his liabilities herein, insure his operations under an insurance contract of Comprehensive General Liability in an amount not less than \$5,000,000 per occurrence insuring against bodily injury, personal injury, and property damage, with the Lessor as a Named Insured. Such contract shall include coverage for insurable hazards which from time to time are commonly insured against by prudent owners/operators of similar storage sites in the Province of Alberta, and shall without limitation include fire and normal extended perils coverage for the full insurable value of the improvements on the site. Evidence of the Lessee's coverage, in a form acceptable to the Lessor, shall be provided to the Lessor annually.

The Lessee shall be obligated to obtain from all registered owners of recreational vehicles stored on the Leased Area proof of valid adequate insurance. The Lessee shall maintain a record of this information and shall provide a copy or list of same proof to the Lessor upon request. The Lessee shall ensure to inform all owners storing recreational vehicles of this requirement and that the information may be made available to the Lessor. No recreational vehicles may be stored on the Leased Area without the owner having provided proof of valid insurance as herein described. If the insurance on a recreational vehicle lapses, it must be removed from the Leased Area at the owner's or Lessee's expense.

7. MAINTENANCE

The Lessee shall be responsible for the maintenance of the perimeter fence and gates, excepting the common fence which shall be the responsibility of the Lessor unless it is damaged by the activities and actions of the Lessee or any of its Lessees, workers, contractors, or anyone acting on behalf of the Lessee. The Lessee shall also be responsible for snow removal, garbage removal, grass cutting and ordinary maintenance of the Leased Area.

8. INDEMNITY

The Lessee shall indemnify the Lessor, its servants or employees, customers, invitees, licensees, renters against all liabilities, costs, damages, loss, fines, suits, claims, demands and actions or causes of action of any kind whatsoever for injuries to persons or loss of life or damages to property including loss or damage to the property of the Lessor, and whether for third party liabilities or direct loss to the property of the Lessor, for which the Lessor may become liable or suffer, by reason of or arising out of or connected with any negligence, non-compliance with or breach of laws or bylaws or the terms, covenants and provisos of this Lease on the part of the Lessee, its servants or employees, customers, invitees, licensees, renters or for any default in breach of any term of this agreement by the Lessee. With limiting the generality of the foregoing, this indemnity shall include those costs incurred or asserted against the Lessor as a direct or indirect result of the presence on or under, or the seepage, leakage, spillage, discharge

or emission or release of and substances found to be harmful to the environment or hazardous to the health of plants, animals and humans. This indemnification shall survive the expiration of this Lease Agreement and its termination for whatever cause.

9. The Lessee shall be responsible for and pay to the Lessor the cost of repair for any damage caused to the Leased Area by the Lessee, its employees or agents or users of the Lessee's services or premises in excess of normal wear and tear. This paragraph shall survive the termination or expiry of this agreement.
10. The Lessee represents, covenants and warrants to and in favour of the Lessor that it shall not allow any Hazardous Substances to be placed, held, located or disposed of on, under, or at the Leased Area.

11. TAXES AND CHARGES

The Lessee will pay, when due, any business tax, license or other rates, taxes or charges whatsoever imposed by any Municipal, Provincial, Federal or other authority which may be levied in connection with the Premises. Provided that in default of the Lessee paying any such rates, charges or taxes when the same become due, the Lessor (in addition to any other remedy it may have) may pay the same, and unless the Lessee shall have fully repaid the same within thirty (30) days after having received written notice from the Lessor to do so, the Lessor may recover the amount thereof from the Lessee by levy or distress, as if the same were rent in arrears.

12. ALTERATIONS

The Lessee shall not make any alterations of any nature whatsoever to the Leased Area at any time without first obtaining the written consent of the Lessor, which consent shall not be unreasonably or arbitrarily withheld. In the event that the Lessee is permitted to make any alterations to the Leased Area, the Lessee shall ensure said alterations will comply with all statutes, ordinances and regulations respecting fire safety requirements, health regulations and building construction standards, and in so doing the Lessee shall, during the term of this Agreement, at its own cost, obtain all necessary permits and adhere to all statutes, ordinances and regulations by whomsoever promulgated.

13. QUIET ENJOYMENT

The Lessor covenants with the Lessee that the Lessor has good right and full power to enter into this Agreement and to lease the Leased Area to the Lessee in the manner aforesaid, and that if and so long as the Lessee keeps and performs each and every covenant, agreement, term, provision and condition herein contained on the party and on behalf of the Lessee to be kept and performed, the Lessee shall quietly enjoy the Leased Area without hindrance or molestation by the Lessor or any other person claiming by, through or under the Lessor, subject to the covenants, agreements, terms, provisions and conditions of this Lease.

14. AMENDMENT

This Agreement may be amended from time to time by mutual consent of both the Lessor and Lessee in writing.

15. LIENS

The Lessee shall not suffer or permit any lien or other charge to be filed or registered against the Lands by reason of work, labour, services or materials supplied or claimed to have been supplied to the Lessee or anyone holding any interest in any part thereof through or under the Lease. If any such lien shall at any time be filed or registered, the Lessee shall procure its discharge within ten (10) days after the lien has come to the notice or the knowledge of the Lessee. The Lessor may, but shall not be obliged to, procure a discharge of any lien filed or registered at any time if in the Lessor's judgment the Lands or any part thereof or the Lessor's interest therein become liable to any forfeiture or sale or otherwise in jeopardy, and any amount paid by the Lessor in so doing, together with reasonable costs and expenses of the Lessor, shall be reimbursed to the Lessor by the Lessee on demand together with interest at the rate of two percent (2%) per month from the date incurred until paid, and may be recovered as rent in arrears. Nothing herein contained shall preclude the Lessee from discharging any lien through the appropriate proceedings that preserve the Lessee's right to afterwards contest the validity of such lien.

16. LICENSES, ASSIGNMENTS, AND SUBLETTING

The Lessee will not transfer, assign, license or sublet this Lease, the Leased Premises, or any portions thereof, nor mortgage, pledge, or in any way encumber this Lease, without the prior consent in writing of the Lessor, which consent may be withheld for any reason whatsoever. In the event that the Lessee is a corporation, any direct or indirect transaction or dealing whatsoever which affects the share structure or share ownership of such corporation and which results in a change control, either legal or beneficial, of that corporation shall constitute an assignment of this Lease requiring consent of the Lessor.

17. TERMINATION AND RE-ENTRY

The Lessor shall be entitled to re-enter and take possession of the Leased Premises, with or without terminating the Lease, at any time after the failure by the Lessee, in the opinion of the Lessor, to perform any term, covenant or condition of this Lease required to be performed by the Lessee.

18. LESSOR'S RIGHT TO PERFORM

In addition to all other remedies the Lessor may have by this Lease at law or in equity, if the Lessee defaults in any of its obligations hereunder the Lessor may at its option perform any such obligation after ten (10) days' written notice to the Lessee and in such event the cost of performing the obligation shall be payable by the Lessee to the Lessor as Rent, together with interest at the rate of the Province of Alberta Treasury Branches prime rate plus 5%, calculated from the date of the performance of the obligation by the Lessor, forthwith upon demand. On default of payment, the Lessor shall have the same remedies as on the default of payment of Rent.

19. ALTERNATIVE REMEDIES

The Lessor may from time to time resort to any or all rights and remedies available to it in the event of any default hereunder by the Lessee, either by any provision of this Lease or by statute, at law or in equity and all rights and remedies are intended to be cumulative and not alternative and the express provisions hereunder as to certain rights and remedies are not to be interpreted as excluding any other or additional rights and remedies available to the Lessor at law or in equity.

20. WAIVER

The waiver by the Lessor of a breach of a term, covenant or condition contained within this Lease, or any condoning, excusing or overlooking of any such default, will not be deemed to be a waiver, condoning, excusing or overlooking of any subsequent breach of the same or another term, covenant or condition herein contained.

21. COSTS

In the event the Lessee defaults under any term of this Lease, the Lessee shall reimburse the Lessor forthwith for all legal and other professional fees and disbursements on a solicitor and his own client full indemnity basis and for all bailiffs fees and disbursements that the Lessor may incur as a result of such default, such fees and disbursements being payable by the Lessee on demand. On default of payment, the Lessor shall have the same remedies as on the default of payment of Rent.

22. DISCLAIMER

Except as herein expressly set forth, there are no representations or warranties by either party with respect to this Lease or the Leased Area. The Lessee acknowledges that they have had a full opportunity to investigate the Leased Area.

23. WAIVER

Failure of the Lessor to insist upon performance of any of the covenants or conditions of this Lease or to exercise any right or option herein contained shall not be construed as a waiver or relinquishment of any such covenant, condition, right or option, but the same shall remain in full force and effect.

24. NOTICE

Whenever in this Lease it shall be required or permitted that notice or demand be given or served by either party to this Lease to or on the other party, such notice or demand shall be in writing and may be given personally, faxed or sent by prepaid registered letter addressed to the other party for which it is intended at the address hereunder, or to such other address as may be substituted therefore from time to time by proper notice,

and, if mailed, the notice shall be deemed to be given 72 hours after it is mailed as hereinbefore specified:

to the Lessor at: Wheatland County
Hwy #1, R.R. 1
Strathmore, Alberta T1P 1J6
Attention: CAO
Fax: 403-934-4889
Phone: 403-934-3321

to the Lessee at: Speargrass Community Association
Box 191
Carseland, Alberta T0J 0M0
Fax: _____
Phone: 403-901-6228

TIME OF THE ESSENCE

It is further understood and agreed that time shall be deemed to be of the essence in this Lease. IN WITNESS WHEREOF the parties hereto have affixed their corporate seals attested by the hands of their own officers duly authorized in that behalf the day and year first above written.

**WHEATLAND COUNTY
(LESSOR)**

Reeve

CAO

(seal)

**SPEARGRASS COMMUNITY ASSOCIATION
(LESSEE)**

Witness

Witness

(seal)

AFFIDAVIT VERIFYING CORPORATE SIGNING AUTHORITY

(if signed without a seal)

I, RON WALKER of SPEAR GRASS, in the
Province of Alberta make oath and say:

1. I am an officer or a director of SPEAR GRASS COMMUNITY ASSOCIATION
named in the within or annexed instrument (or caveat).
2. I am authorized by the corporation to execute the instrument (or caveat) without
affixing a corporate seal.

SWORN before me at Gleichen)
in the Province of Alberta)
this 4 day of February, 2016)

[Signature]
Signature

[Signature]
Commissioner for Oaths in and for
The Province of Alberta

ROBIN E. GLASIER
MY APPOINTMENT EXPIRES APRIL 9, 2017

AFFIDAVIT VERIFYING CORPORATE SIGNING AUTHORITY

(if signed without a seal)

I, _____ of _____, in the
Province of Alberta, make oath and say:

1. I am an officer or a director of SPEAR GRASS COMMUNITY ASSOCIATION
named in the within or annexed instrument (or caveat).
2. I am authorized by the corporation to execute the instrument (or caveat) without
affixing a corporate seal.

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

Signature

Commissioner for Oaths in and for
The Province of Alberta

WITNESS AFFIDAVIT

I, Robin Glasier, of Strathmore, in the
Province of Alberta make oath and say:

1. I was personally present and did see Ron Walker
who is/are known to me to be the person named in the within (or annexed) instrument,
duly sign the instrument;

or

I was personally present and did see _____ who,
on the basis of the identification provided to me, I believe to be the person(s) named in
the within (or annexed) instrument, duly sign the instrument;

2. The instrument was signed at Gleichen, in the
Province of Alberta and I am the subscribing witness thereto;

3. I believe the person whose signature I witnessed is at least eighteen (18) years of age.

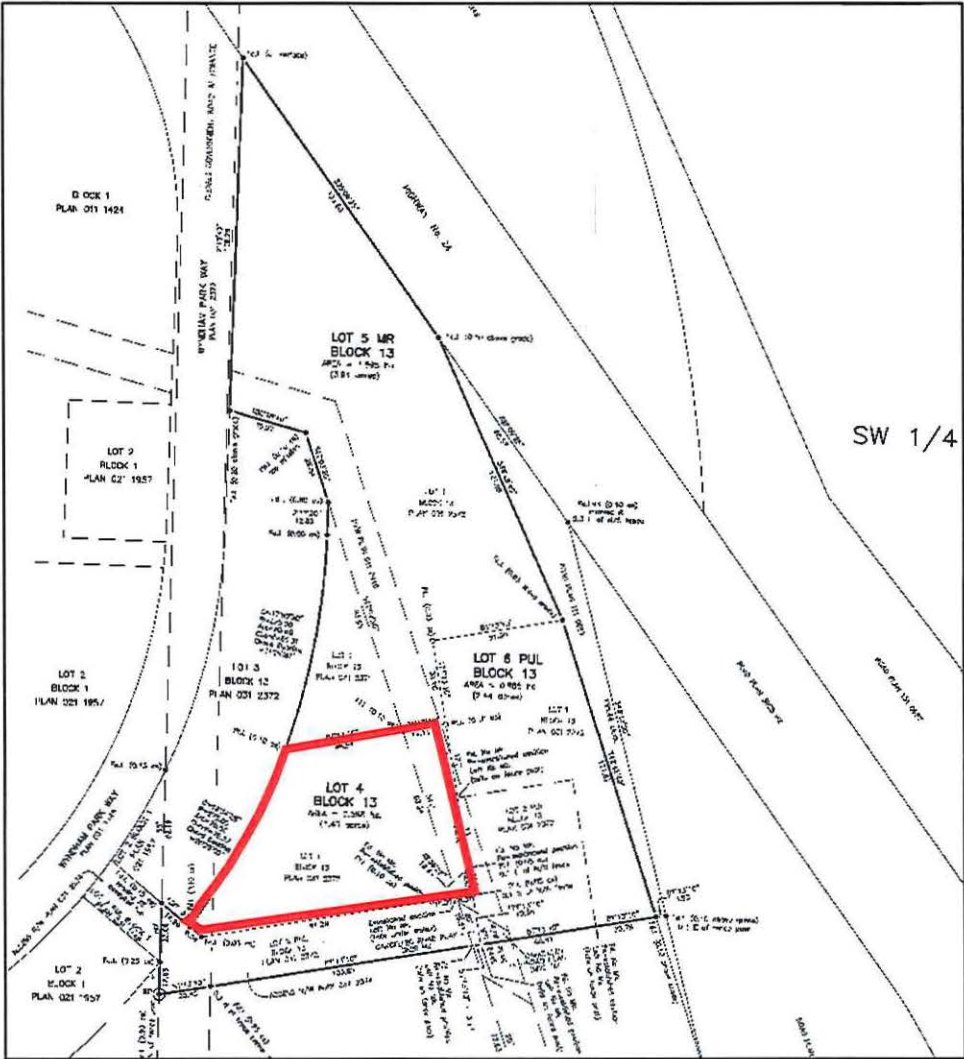
SWORN before me at Wheatland County
in the Province of Alberta)
this 4 day of February, 20 16)

[Signature]
Signature

Margaret Desaulniers
Commissioner for Oaths in and for
The Province of Alberta

MARGARET MARIE DESAULNIERS
A Commissioner for Oaths
in and for the Province of Alberta
My Commission expires Aug. 26, 2016

Schedule "A" page 1 of 2
The Leased Area
(not to scale)



no
6K.

LEASE AGREEMENT

BETWEEN

WHEATLAND COUNTY

AND

**SPEARGRASS COMMUNITY
ASSOCIATION
(A REGISTERED SOCIETY)**

**WITHIN:
PLAN 1610303, BLOCK 13, LOT 4
SW 4-22-25-4**

DATED: _____, 2016