

Lease Agreement

THIS MEMORANDUM OF AGREEMENT is made as of the ____ day of _____, 20__ A.D.

BETWEEN

Big Lakes County, a Municipal Corporation in the Province of Alberta, (hereinafter referred to as "the Municipality"),

AND

[Name] of [address], in the Province of Alberta, (hereinafter referred to as "the Lessee"),

The Municipality agrees to let, and the Lessee agrees to take from the date of this Agreement to the end of the calendar year, and for a period not to exceed three years, all that parcel of land illustrated in Exhibit "A" attached and described as follows:

«legal» «legal2» (hereinafter referred to as "the leased premises").

WHEREAS the Municipality may enter into an agreement with an owner or occupier of land adjoining a road allowance or surveyed highway that is under the Municipality's jurisdiction and is not required for public travel, who wishes to lease the road allowance or surveyed highway, for agricultural purposes only.

NOW THEREFORE, the Municipality and the Lessee agree as follows:

1. The Lessee agrees to pay to the Municipality the sum of «sum» Dollars («dollar») for the first partial calendar year, and «sum» Dollars («dollar») as annual rent for the said land, for subsequent calendar years. The Lessee further agrees to pay any applicable tax levied against him in respect of the said lease including Government of Canada Goods and Services Tax (G.S.T.) and any municipal taxes.
2. The Municipality may adjust the annual rental rate in such amount as he deems appropriate, upon giving 30 days written notice to the Lessee, such increase to be effective the first day of January of the year following the date of such notice.
3. The Lessee shall not without the consent of the Municipality assign, sublet or transfer the leased premises or any portion thereof, and if the Lessee ceases to be the owner or occupier of land adjoining the leased premises, this Lease shall terminate and no longer be in effect.
4. The Lessee shall permit a right of foot passage over the leased premises or any portion thereof, and for such purpose shall provide suitable gates if directed by the Municipality at such places as the Municipality may indicate.
5. Either party may terminate this lease by serving notice of intent to do so on the other party not less than 90 days in writing in advance of the termination



6. This lease is subject to any rights given to any person under any other Government Act and to any right granted by the Municipality to any person for the use of the said land.
7. The Lessee shall indemnify and hold harmless the Municipality, his employees, and agents from any and all claims, demands, actions and costs whatsoever that may arise, directly or indirectly, out of any act or omission of the Lessee, his employees or agents, in the performance by the Lessee of this Agreement. Such indemnification shall survive this Agreement.

IN WITNESS WHEREOF this Agreement has been duly executed by the parties.

Executed on behalf of the Municipality:

Chief Administrative Officer

Witness

Lessee

Witness

Lessee