



**LEASE AGREEMENT
PUBLIC ROADWAY**

MUNICIPAL LAND
MANAGEMENT

MEMORANDUM OF AGREEMENT BETWEEN:

PARKLAND COUNTY

a municipal corporation having an office in the
Parkland County, in the Province of Alberta
(hereinafter referred to as "the County")

OF THE FIRST PART,

AND: CAMP HEALTH, HOPE & HAPPINESS

Of Box 182, Seba Beach in the Province of Alberta, T0E 2B0
(hereinafter referred to as "the Lessee")

OF THE SECOND PART.

WHEREAS the County has the direction control and management of that portion of a public highway which has been closed and is described as follows:

**THE MOST EASTERLY 437 METRES OF PLAN 1143MC WITHIN NW-32-53-05-W5
EXCEPTING THEREOUT ALL MINES AND MINERALS**

as shown shaded on the attached **Appendix "A"** (hereinafter referred to as "the Lands"); and

WHEREAS THE LESSEE has requested to lease the Lands from the County and has claimed non-profit status as per the *Municipal Government Act and under Charitable Registration 11882 7229 RR000*; and

WHEREAS THE COUNTY has closed the Lands to public travel through **Bylaw 2021-03** and is prepared to lease the Lands to the Lessee on the terms and subject to the conditions hereinafter set forth.

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the covenants and agreements hereinafter contained; the County and the Lessee covenant and agree, each with the other as follows:

1. The County hereby leases to the Lessee and the Lessee hereby leases from the County the Lands for a term ending on December 31, 2024, for the non-profit lease rate of \$1.00 hereby acknowledged.
2. The Lessee shall have the option to renew provided the terms of this agreement are not in default, all subject to Clause 16, termination by the County.
3. The Lessee shall not, without the prior consent of the County assign, sublet, transfer or part with possession of the Lands thereof. Should the Lessee cease to be the owner or occupier of the property adjoining the Lands, this Agreement shall terminate and shall be of no further effect.
4. The Lessee shall use the Lands in conjunction with the Lessee's ownership, occupation or use of the property adjoining the Lands.

5. The Lessee shall, if requested by the County, allow or permit a passage over the Lands to such individual or individuals as may be requested or designated by the County and the Lessee shall provide a suitable gate or gates if requested by the County in such place or places as the County may specify.
6. The Lessee shall provide the County with key or code to any locking mechanisms placed on access gates constructed by the Lessee, and/or ensure access to County representatives at any time; such entry shall not be deemed to be an interference with the Lessee and the rights and privileges granted herein.
7. The County is required to accommodate pipeline and utility crossings of road allowances, underground communication facilities, gas distribution lines, sewer and water utilities and electrical power facilities within road allowances. The Lessee shall, only if requested by the County, allow or permit access for the accommodation of these facilities in such place or places as the County may specify.
8. The County authorizes the Lessee to fence and gate the Lands upon the Lessee completing construction, at its sole cost, of a traffic turnaround as shown on **Appendix "B"**. The County shall provide the Lessee the County standards and all necessary approvals required by the Lessee to facilitate the construction of the turnaround. The Lessee shall ensure ample reflective safety markers are placed on the gate for additional dark sky visibility. Upon construction approval, by the County, the turnaround will be incorporated within the County Road Maintenance Program.
9. The Lessee, at its sole cost, shall at all times during the term of this Agreement, ensure that any property or improvement placed, constructed, or installed on the Lands, with the exception of the approved constructed turnaround as mentioned in in Clause 8; by or with the consent of the Lessee is kept and maintained in good condition and repair and that any such property is operated or used in a safe and responsible manner.
10. The Lessee shall not clear-cut trees or undertake permanent excavation or construction of improvements or structures within the lands, except for the improvements approved within this agreement. The Lessee may have the right to place temporary structures and storage on the lands.
11. No burning of any trees, garbage or the like will be permitted within the road allowance throughout the entirety of this agreement in accordance with Parkland County Bylaw No. 22-2012 "Fire Permit Bylaw".
12. The Lessee shall eliminate and control any/all noxious weeds on the Lands.
13. The Lessee shall, at its sole cost and risk and in accordance with any terms and conditions set out by the County carry out all measures the County may consider appropriate to keep the Lands free and clear of all environmental contaminants, hazardous substances, and/or residue resulting from and/or in connection with the Lessee's or the Lessee's servants', agents', contractors', licensees' or invitees' use of the Lands and/or the Lessee's occupation of the Lands and/or the Lessee's exercise of the access and right of entry rights onto the Lands;
14. Prior to the expiration of the term of this lease or in the event of the termination of this Agreement, the Lessee, if requested by the County to do so, shall remove any property or improvements placed, constructed or installed by the Lessee on the Lands and shall return the Lands as close as reasonably possible to the same condition as the Lands were prior to the commencement of the term of this Agreement.

- 15. The Lessee shall indemnify and save harmless the County in respect of all liability, suits, claims, fines, demands and actions of any kind arising by reason of the occupation of the Lands by the Lessee or the breach or non-performance of any covenant or obligation by the Lessee under the terms of this Agreement. This indemnity shall, where the breach, non-performance, damage to property, personal injury or death occurs during the term of this Agreement, survive the termination of this Agreement. This indemnity shall not apply to any use by a person of the Lands as a public roadway unless such liability arises out of gross negligence or willful misconduct of the Lessee. If requested by the County, the Lessee shall provide proof of comprehensive general liability insurance and all risk property insurance. The comprehensive liability insurance will have the County as an additional insured.

- 16. In the event of a default by the Lessee in the performance or in the carrying out of any obligations or undertakings to be performed or carried out by the Lessee under the terms of this Agreement, the County shall be at liberty to serve a notice in writing upon the Lessee to remedy or cure such default and in the event that the Lessee shall fail to remedy or cure such default within a period of fourteen (14) days from the date of service of such notice this Agreement shall terminate.

- 17. The County shall be at liberty to terminate this Agreement at any time on thirty (30) days' notice in writing to the Lessee in the event that the Lands shall be required for County use.

IN WITNESS WHEREOF the Lessee has hereunto subscribed their name as witnessed (the Lessee has affixed its seal by the hands of its proper officers duly authorized in that behalf) this _____ day of _____, A.D., 2021.

SIGNED BY THE SAID LESSEE)	
IN THE PRESENCE OF:)	
)	
)	
_____)	_____
Witness)	CAMP HEALTH, HOPE & HAPPINESS

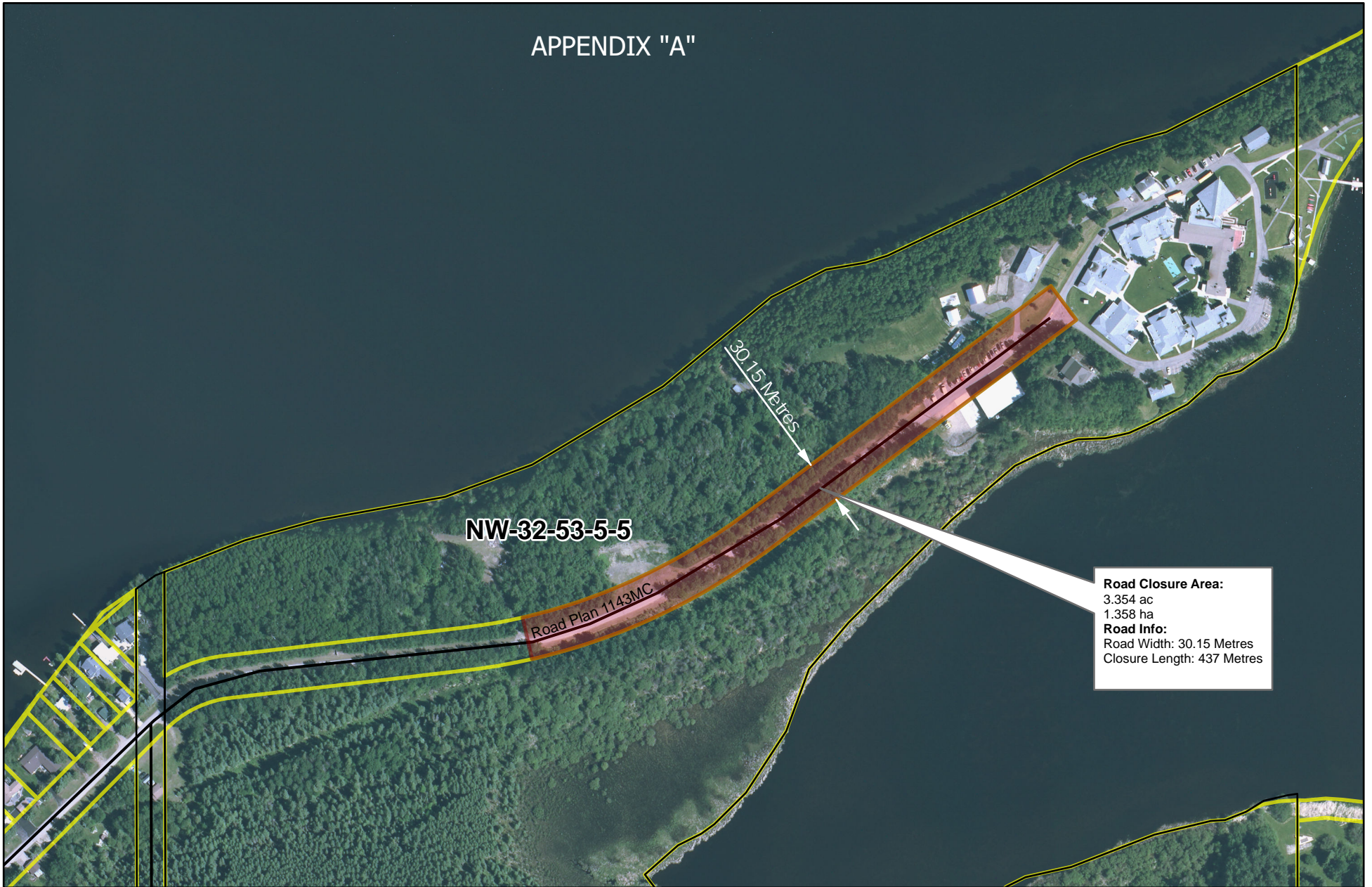
The County has affixed its seal as witnessed by the hands of its proper officers duly authorized in that behalf this _____ day of _____, A.D., 2021.

PARKLAND COUNTY

LAUREN AEBIG,
DIRECTOR OF STRATEGIC SERVICES

The personal information provided by you is being collected under the authority of the *Municipal Government Act* and will be used for the purposes under that Act. The personal information that you provide may be made public, subject to the provisions of the *Freedom of Information and Protection of Privacy Act*. Questions about the collection of this information can be directed to the Freedom Of Information and Protection Of Privacy Coordinator for Parkland County, 53109A HWY 779, Parkland County, Alberta T7Z 1R1 (780-968-3229).

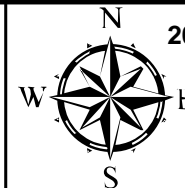
APPENDIX "A"



Disclaimer:
Parkland County offers this information in good faith, but makes no warranty with regard to accuracy of the data.

Road Closure

Road Plan 1143MC within NW-32-53-5-W5



2017 Orthophotography

Scale: 1:3,750

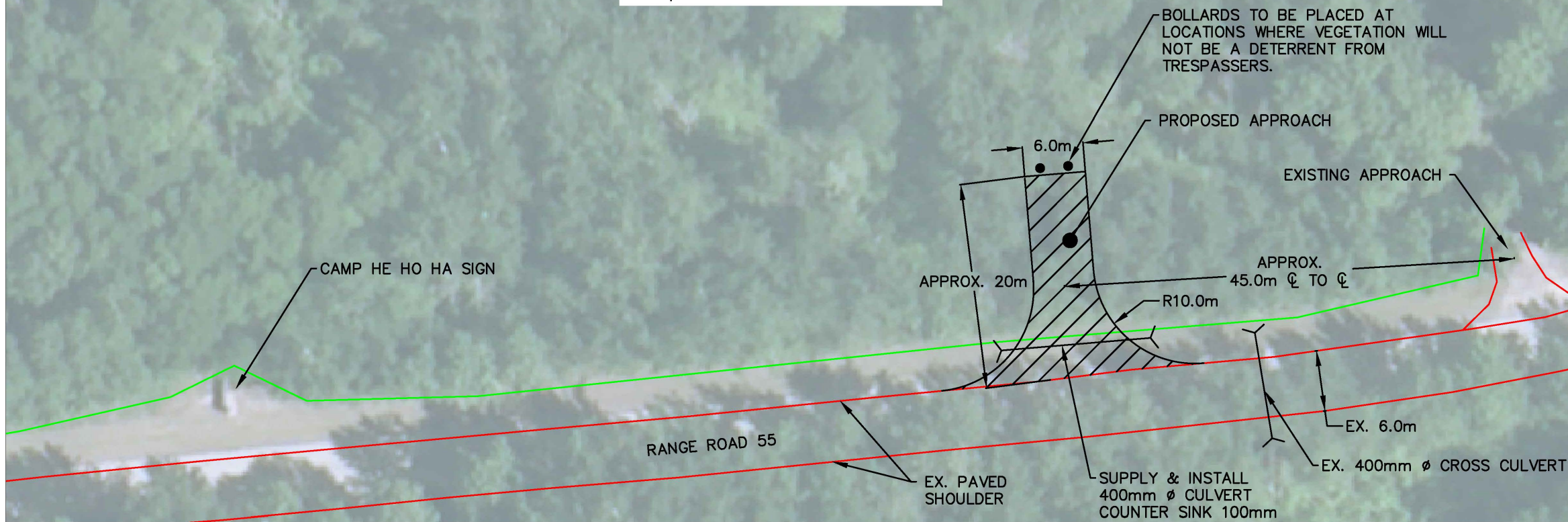
2021-01-15

APPENDIX "B"



CAMP HE HO HA
 Roll Number: 2904000
 Legal: NW-32-53-5-5
 Municipal Address: 53537 RGE RD 55

- NOTES:
1. PROPOSED APPROACH TO BE INSTALLED AS PER PARKLAND COUNTY ENGINEERING DESIGN STANDARDS, SEE DETAIL 7.12.
 2. PROPOSED CULVERT TO MAINTAIN FLOW CONDITIONS OF THE EXISTING DITCH GRADE LINE.
 3. BOLLARDS ARE DEEMED OPTIONAL AND MAY BE SUPPLIED AND INSTALLED AT THE LANDOWNERS DISCRETION.



PROJECT
 CAMP HE HO HA ROAD
 CLOSURE

DRAWING
 C-101 TURNAROUND

SCALE 1:500
 DRAWN M.G.
 DESIGNED M.G.
 CHECKED J.H.

DATE: SEPTEMBER 09, 2021

REVISION
 04