



County Land – LICENSE OF OCCUPATION

THIS LICENSE made this _____ day of _____, 20_____.

BETWEEN:

PARKLAND COUNTY

A municipal corporation in the Province of Alberta
(the "County")

OF THE FIRST PART

-and-

XXXXXXXXXXXX

A corporation incorporated pursuant to the laws of the Province of Alberta
(the "Occupant")

OF THE SECOND PART

WHEREAS the Occupant is the registered owner of land situated in Parkland County legally described as:

PLAN 0326200
BLOCK 1
LOT 19
EXCEPTING THEREOUT ALL MINES AND MINERALS
AREA: 0.65 HECTARES (1.61 ACRES) MORE OR LESS

(the "Occupant Lands") abutting upon lands owned by the County legally described as:

PLAN 0326200
BLOCK 1
LOT 24ER (ENVIRONMENTAL RESERVE)
EXCEPTING THEREOUT ALL MINES AND MINERALS
AREA: 0.65 HECTARES (1.61 ACRES) MORE OR LESS

(the "County Lands")

WHEREAS by virtue of Section 61 of the Municipal Government Act, R.S.A. 2000, c.M-26, a municipality may grant rights with respect to the County Lands under such terms and conditions as the council may determine;

WHEREAS the Occupant wishes to continue using a portion of the County Lands in conjunction with the Occupant Lands;

WHEREAS the Council of the County authorized the use of a portion of County Lands by the Occupant.

NOW THEREFORE the County does hereby license to the Occupant all that portion of the County Lands outlined in red in the attached Schedule "A" identified as the "License Area" in accordance with the terms and conditions as hereinafter stated:

TERMS

1. The term of this License shall be for THREE (3) years beginning on _____, 20XX, ending on _____, 20XX. Renewals at the end of term are subject to the discretion of the County. For the taxation provisions in the Municipal Government Act, the License Area remains held by the County.
2. The Occupant shall pay to the County a fee in annual installments of \$_____ plus GST to be invoiced and submitted on or before the annual anniversary date for the term of this License. The County will review, at each renewal, the License Fee, terms, and conditions of this License and may choose to offer a renewal based on revised terms and conditions.

TAXATION

3. The Occupant shall be assessed and assigned annual taxation for their structures located within the License Area, with the County maintaining taxation responsibility for the land within the License Area

CONDITIONS

USE OF LICENSE AREA

4. The Occupant will use the License Area for maintenance and use of structures identified on the attached Schedule "A", in connection with the Occupants Lands.
5. The Occupant shall not construct, assemble, or place any additional structures, improvements, or fixtures on the County Lands or within the License Area without the approval of the County.
6. The Occupant must obtain and acquire any permits or licenses as required by the County for all improvements identified in Schedule A.
7. The Occupant shall utilize the License Area as defined in this License of Occupation. If a change in use is intended, the Occupant must obtain prior written consent from the County.
8. The Occupant, at its own cost and expense, shall maintain the License Area in a neat and tidy condition.

WEED CONTROL

9. The Occupant shall not spray weeds in any part of the License Area without prior approval of the County's Agriculture and Environment Department.

APPLICABLE LAW

10. The Occupant is required to comply with all applicable laws, statutes, regulations, orders, directives, codes or authorizations including, without limitations, all environmental laws, County Bylaws and Provincial and Federal Legislation.

INSPECTION

11. The County, its servants, agents and employees may enter upon the License Area at any time, and at a minimum of once per calendar year to perform an inspection of the License Area.
12. The inspection shall consider, but not be limited to: how the License Area is being used, the condition of the License Area, and the effect of the use of the License Area on the lake, lakeshore and adjacent areas.
13. Upon inspection, any infractions identified by way of the Occupants use of the License Area shall be promptly remediated at the sole expense of the Occupant; within a period of no more than thirty (30) days from the date of the County providing notification to the Occupant in writing.

CONDITION OF LICENSE AREA

14. Notwithstanding any other provisions contained in this License, it is expressly understood and agreed to by the Occupant that there are no agreements, conditions, warranties or representations relating to the License Area other than as stated in this License.
15. The Occupant further agrees that the County does not give any warranty as to the quality, condition, or sufficiency of the License Area for any use or purpose, or as to the presence or absence of hazardous substances on or under the License Area, and the License Area is deemed to be taken by the Occupant at its own risk with all faults and imperfections whatsoever and on a strictly "as is-where-is" basis. In the event of damages occurring to the Occupant or the Licensed Lands as a result of any such hazardous substances to the License Area, the County shall have no liability to the Occupant.

ENVIRONMENTAL OBLIGATIONS

16. The Occupant expressly agrees to assume any and all environmental liabilities arising from the License Area. This includes any liability for clean-up of hazardous substances on and or under the License Area resulting from the operations of the Occupant on the License Area, or which resulted from products or goods brought upon the License Area by the Occupant or by any person with the consent of the Occupant; such consent may be expressed or implied.
17. The Occupant shall indemnify and save harmless the County from any and all liabilities, costs, damages, suits, expenses, or actions arising out of or in connection with any alleged or actual escape, discharge, or release of any gaseous, liquid, or solid hazardous substance in respect to the License Area. For the purpose of this paragraph, the term "hazardous substances" is any substance as defined by the County that poses a potential hazard to human health, animal health, or the environment, and includes but is not limited to, petroleum products and by-products, contaminants, pollutants, dangerous substances, hauled liquid wastes, toxic substances, hazardous wastes, hazardous materials, or hazardous substances as defined or pursuant to any law, bylaw, or regulation of order, whether municipal, provincial or federal.
18. The Occupant shall, at its sole cost, upon termination of this Agreement, leave the Demised Premises, and the Lands, free of any environmental contamination resulting from or in connection with their encroachments and use of the Licensed Area.

UTILITIES

19. The County and any other corporation operating a public utility by its representative officers, servants, agents, contractors and workmen, may enter upon the License Area at any time for the purpose of constructing, repairing and maintaining any public utility service and without the restrictions of sewers, mains, pipes, cables, poles, wires, equipment and other works for the transmission of telephone messages, television, water, electrical power, gas and waste.
20. The Occupant does hereby release and forever discharge the County and any other corporation operating a public utility from all manner of actions, causes, suits, claims and demands whatsoever for any loss, damage or injury to any building, structure or any improvement located on the License Area in the course of any work under this License.
21. The Occupant agrees that in the event that the County or such other corporation as stated in Section 17 of this License, shall carry out works in, on or under the License Area, the County and any other corporation operating a public utility shall within a reasonable period of time from the date of completion of such work, at its sole cost and expense, restore the License Area to the condition that existed prior to the carrying out of such work.

ASSIGNMENT

22. The License of Occupation is not assignable.
23. Prior to disposal of the Occupant Lands, the Licensee is required to remove all improvements and structures from the Licensed Area and remediate the lands to a standard approved by the County's Environmental Sustainability Department.

CANCELLATION

24. The County may terminate this License upon thirty (30) days written notice without payment of compensation to the address provided in this License.
25. The notice period may be forfeited by the County should they deem the Occupant to be in breach of the terms of this License or the License Area is no longer used as a campground; identified in Section 3 of this License.
26. The Occupant may terminate this License upon thirty (30) days written notice to the County at the following address:

Parkland County
Attention – Municipal Land Management, Planning and Development Services
53109A Hwy 779
Parkland County, AB T7Z 1R1
27. Upon termination of the License by either party; the Occupant shall yield to the County the License Area, including improvements made thereto, and the same shall revert to and become the property of the County, provided that the County so requests in writing.
28. If the Occupant, upon termination of the License, remains in possession of the License Area, a tenancy shall not be created by implication of the law. The Occupant shall be a trespasser in that circumstance.

INSURANCE

- 29. The Lessee shall, during the whole term, maintain insurance at their sole expense and in such form as determined to be reasonable by the insurer for the carrying out of all activities associated with this License and the use of the Lands.
- 30. The County shall be named in said insurance policy as an additional insured or named party. Furthermore, each policy shall contain a waiver of cross claim and subrogation against the County, its servants, agents and employees and shall indemnify both the Lessee and the County.
- 31. The acquisition and maintenance of insurance shall, in no manner whatsoever, limit or restrict the liability of the Occupant under this License or the County's ability to enforce its rights against the Occupant.
- 32. The Occupant shall provide the County with copies of all insurance policies as evidence of the insurance required and maintained by the Occupant and deliver such to the County as requested.

INDEMNITY

- 33. The Occupant shall, at all times hereafter, indemnify and hold harmless the County against any and all costs, actions, claims, liabilities, suits, demands, or proceedings that may be lawfully brought or made against the County arising out of or incidental to this License or the use or occupancy of the License Area, or the breach or non-performance by the Occupant of any covenant or obligation by the Occupant under the terms of this License. This indemnity shall, where the breach, non-performance, damage to property, personal injury or death occurs during the term of this License, survive the termination of this License.

IN WITNESS WHEREOF the Occupant has hereunto subscribed their name as witnessed (the Occupant has affixed its seal by the hands of its proper officers duly authorized in that behalf) this _____ day of _____, A.D., 20____.

LICENSEE

Witness

Agent or Representative

The County has hereunto subscribed their name and affixed its seal by the hands of its proper officers duly authorized in that behalf this _____ day of _____, A.D., 20____.

PARKLAND COUNTY

Director, Planning and Development Services

The personal information you provide is collected under the authority of Section 33 (c) of the Freedom of Information and Protection of Privacy (FOIP) Act. If you have any questions about the collection, use, and disclosure of this information, please contact the FOIP Coordinator at Parkland County, 53109A HWY 779, Parkland County, Alberta T7Z 1R1 (780-968-3229) or email foip@parklandcounty.com

APPENDIX "A"