LAND LEASE LICENSE OF OCCUPATION AGREEMENT

LEASE AGREEMENT

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THIS LEASE	THIS LIC	ENSE C)F	OCCUPATION	made this _	day o
		ΔΓ)	2013		

ARTICLE 1 GRANT OF LICENSE OF OCCUPATION-LEASE

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Section 1.01

Parkland County, a municipal corporation incorporated under the laws of the Province of Alberta and in the Province of Alberta, (hereinafter called the "LandlordOwner") being registered as owner, subject however to such encumbrances, liens and interests as are notified by memorandum underwritten (or endorsed hereon) of the lands described in **Schedule** "A" hereto, does hereby grant a license of occupation lease to:

GRAMINIA COMMUNITY LEAGUE AND SOCIAL SOCIETY

A society incorporated under the Societies Act of Alberta, the said lands (hereinafter referred to as "the Demised-Premises") to be held by the TenantOccupant -as for the space of twenty-five (25) years from the 1st day of January, A.D. 2013 (hereinafter called "the Commencement Date"), and from thenceforth next ensuing and fully to be completed and ended on the 31st day of December, A.D. 2037 (but subject to prior termination in the events hereinafter set forth and which the QwnerLandlord and the TenantOccupant agree to observe and perform as the same may be applicable to each of them respectively.

ARTICLE 2 PAYMENT OF OCCUPANCY FEERENT

Section 2.01

The TenantOccupant shall yield and pay for the said term on the Commencement Date the lump sum rent of **ONE** (\$1.00) **DOLLAR**, the sum of which is hereby acknowledged. There to be no other occupancy feerent whatsoever payable by the TenantOccupant to the LandlerdOwner during the term of this leasethis License, except as specified in this License.

ARTICLE 3 TITLE TO AND CONDITION OF PREMISES

Section 3.01

The TenantOccupant acknowledges and agrees that the TenantOccupant has thoroughly inspected the Demised Premises and that the TenantOccupant accepts the Demised Premises "as is", knowing their condition and that the LandlordOwner has made no representation or warranty with respect to the condition of the Demised Premises or the suitability of the Demised Premises for the use proposed by the tenantOccupant.

ARTICLE 4 TAXES AND IMPOSITION

Section 4.01

The TenantOccupant shall in each and every year during the Term hereof pay and discharge when due:

 (a) all taxes, charges, rates and assessments which may be levied or assessed against or in respect of the TenantOccupant's use or occupancy of the Demised

Premises, and

(b) all charges for water, sewer, gas, light, heat, telephone, electricity, power and other utility and communication services rendered or used on or about and serving the <u>Demised Premises</u>Premises.

ARTICLE 5 COMPLIANCE WITH LAW

Section 5.01

During the Term hereof the <u>TenantOccupant</u> shall, at its own cost and expense, promptly observe and comply with all present and future laws, ordinances, requirements, orders, directions, rules and regulations of the federal, provincial and municipal governments and of all other authorities having or claiming jurisdiction over the <u>Demised Premises Premises</u> or the condition, equipment, maintenance, use, occupation or alteration thereof or addition thereto.

ARTICLE 6 INSPECTION

Section 6.01

Upon reasonable notice the LandlordOwner, the LandlordOwner's agents and employees may enter the Demised-PremisesPremises at all reasonable times during the construction of all buildings, replacements, major structural alterations, additions, changes, substitutions or improvements that may be authorized by this-Leasethis License and the LandlordOwner for the purpose of inspecting and ascertaining whether the work conforms with the approved plans, drawings and specifications and the stipulations contained in them, but in so doing will not disturb or interfere with the TenantOccupant's operations more than is reasonably necessary in the circumstances.

Section 6.02

Upon reasonable notice it shall be lawful for the LandlordQwner, its employees or agents during normal business hours during the Term hereof, to enter upon the DemisesPremises and enter into any buildings located on the DemisesPremises for the purpose of inspection (and for such other purposes as the LandlordQwner may reasonably consider necessary for the protection of its interests under this LicenseLease) and all want of maintenance or reparation that upon such view shall be found, and for which notice in writing shall be delivered to the TenantQccupant, the TenantQccupant shall forthwith, after such notice, proceed to repair and make good accordingly. In exercising its rights hereunder, the LandlordQwner shall not disturb or interfere with the TenantQccupant's operations more than is reasonably necessary in the circumstances.

ARTICLE 7 BUILDERS' LIENS

Section 7.01

The TenantOccupant shall forthwith pay off and cause to be discharged any builders' or similar liens that may be filed against the Demised Premises Premises during the Term of this Leasethis License for work or materials supplied at the request of the TenantOccupant.

Provided further that the <u>LandlordOwner</u> may upon reasonable prior written notice to the <u>TenantOccupant</u>, but shall not be obliged to, discharge any such lien if in the <u>LandlordOwner</u>'s reasonable judgment the <u>Demised Premises Premises</u> or the interest of the <u>LandlordOwner</u> er the <u>Tenant</u> therein has become liable to any forfeiture, foreclosure or sale or is otherwise in jeopardy, and any amount paid by the <u>LandlordOwner</u> in so doing, together with all

reasonable costs and expenses of the <u>LandlordQwner</u>, shall be deemed to be additional rent payable hereunder and shall be repaid to the <u>LandlordQwner</u> on demand together with interest at eighteen (18%) percent per annum from the date of payment by the <u>LandlordQwner</u> until paid.

ARTICLE 8 REPAIRS AND MAINTENANCE

Section 8.01

The LandlordOwner shall not be obliged to furnish any service or facilities or to make any repairs or alterations in or to the Demised PremisesPremises or to any buildings, improvement or structure placed upon the Demised PremisesPremises, the TenantOccupant hereby assuming the full and sole responsibility for the condition, operation, repair, replacement, maintenance and management of the Demised PremisesPremises and any building, improvement or structure placed upon the Demised PremisesPremises.

Section 8.02

The TenantOccupant shall, during the term of this LicenseLease, and at its own cost and expense throughout the Term keep or cause to be kept in good order, condition and repair the Demised PremisesPremises, and all buildings, improvements and structures placed upon the Demised PremisesPremises with the consent of the LandlordOwner pursuant to the terms of this Leasethis License.

Section 8.03

The TenantOccupant covenants not to commit or allow waste or injury to the Demised Premises Premises and not to use or occupy or permit to be used or occupied the Demised Premises Premises for any purpose whatsoever other than for the purpose of constructing and operating public recreation and social facilities for the use of the general public, the LandlordOwner, and members of the TenantOccupant and for no other purpose whatsoever unless otherwise authorized in writing by the LandlordOwner.

Section 8.04

The TenantOccupant shall cause all work done in connection with any construction, repair, alteration or replacement to be done promptly and in a good and workmanlike manner in accordance with the provisions of Article 5 hereof.

Section 8.05

The TenantOccupant shall at all times ensure that the general public are permitted to use the recreational facilities constructed by the TenantOccupant on the Demised PremisesPremises upon the payment of a reasonable fee or a fee for membership in the TenantOccupant.

ARTICLE 9

TENANTOCCUPANT'S IMPROVMENTS TO THE DEMISED PREMISES PREMISES Section 9.01

The TenantOccupant shall be at liberty to construct only those improvements, buildings and structures on the Demised PremisesPremises which are described on Schedule "B" hereto and the TenantOccupant shall, from time to time and subject to the other provisions contained elsewhere in this Leasethis License, be at liberty to make alterations and additions to any such improvement, building and structure.

Section 9.02

Prior to the commencement of any work by the TenantOccupant on the Demised Premises or the placement by the TenantOccupant of any improvements, buildings, or structures on the Demised Premises Premises, or the alteration or addition to any improvement, building or structure on the Demised Premise, the TenantOccupant shall prepare and submit to the LandlordOwner such plans and specifications as the LandlordOwner shall require showing in detail the work to be carried out by the TenantOccupant and the improvements, buildings and structures to be placed by the TenantOccupant on the Demised Premises Premises.

Section 9.03

Only such work and improvements shall be carried out or placed on the DemisesPremises by the TenantOccupant as shall have been approved in writing by the LandlordOwner.

Section 9.04

The TenantOccupant, at the sole cost and expense of the TenantOccupant, shall at all times ensure that all work carried out and improvements placed on the Demised PremisesPremises comply with the plans and specifications approved by the LandlordOwner and that all work and improvements shall be completed by the TenantOccupant on or before such date as may be specified by the Manager of Recreation, Parks and Culture Services of the LandlordOwner or such other person as may be designated by the LandlordOwner.

Section 9.05

The TenantOccupant shall at all times ensure that any work carried out by the TenantOccupant on the Demised Premises and that the use and occupation of the Demised Premises is carried out or conducted subject to the conditions and restrictions described on Schedule "C" hereto.

Section 9.06

The TenantOccupant shall not cut, damage, or remove any trees, shrubs or plants on the Demised Premises or excavate or alter the surface of the Demised Premises in any manner whatsoever without first obtaining the approval in writing of the LandlordOwner and Section 9.02 shall apply mutatis mutandis to any cutting, damage or removal of any trees, shrubs or plants and the alteration of the Demised PremisesPremises.

ARTICLE 10 DAMAGE OR DESTRUCTION

Section 10.01

The partial destruction and damage by fire or other casualty of a building or buildings, improvement or structure constructed on the Demised-Premises-Premises shall not terminate the Lease and the TenantOccupant shall forthwith repair or replace the damage or partial destruction.

Section 10.02

The TenantOccupant covenants that in the event of complete or substantially complete destruction of a building or buildings, improvement or structure constructed on the Demised PremisesPremises, either the LandlordOwner or the TenantOccupant within thirty (30) days of the date of the destruction of the said building or buildings, improvement or structure shall be at

liberty to terminate this Leasethis License by notice in writing to the other, such notice to be given in the manner hereinafter set forth.

Section 10.03

In the event that neither the LandlordOwner nor the TenantOccupant shall elect to terminate this Leasethis License pursuant to Section 10.02 then the TenantOccupant, subject to the compliance with the provision of Article 9 hereof shall either:

- remove, reconstruct or replace the said building or buildings, improvement or structure with a new building, structure or improvement in accordance with any agreement which may be made by it with the <u>LandlordOwner</u>, or
- replace the said building or buildings, improvement or structure in the absence of an agreement, with a replacement building or buildings, improvement or structure.

ARTICLE 11 SURRENDER OF PREMISES

Section 11.01

The TenantOccupant will at the expiration or other termination of this Leasethis License for any cause whatsoever peaceably surrender and yield up to the LandlordOwner the Demised PremisesPremises together with all fixtures constituting a part thereof and the TenantOccupant shall not be entitled to any compensation or payment from the LandlordOwner for any structure, improvement, alteration, building or buildings constructed by the TenantOccupant on the Demised Premises and the said structure, improvement, alteration, building or buildings shall belong to the LandlordOwner.

Section 11.02

Notwithstanding clause 11.01 of this Article, on the expiration or other termination of this Leasethis License for any cause whatsoever, the TenantOccupant, if requested to do so by the LandlordOwner, shall remove structures, improvements and buildings placed upon the Demised Premises Premises by the TenantOccupant and the TenantOccupant shall restore the Demised Premises to a condition which is acceptable to the LandlordOwner.

Section 11.03

Notwithstanding any provision contained in this-Leasethis-License to the contrary, upon the termination or earlier termination of this-Leasethis-License, the TenantOccupant, with the consent in writing of the LandlordOwner, shall be entitled to remove all improvements, structures, alterations, building or buildings constructed by the TenantOccupant on the Demised-Premises-Premises, subject to the restoration by the TenantOccupant of the Demised-Premises-Premises, at the TenantOccupant of the Demised-Premises-Premises, at the TenantOccupant of the Demised-Premises-Premises, at the TenantOccupant of the Demises-Premises, at the TenantOccupant of the Demised-Premises-Premises, at the TenantOccupant of the <a href="Demised-Premises

ARTICLE 12 RENEWAL OF LICENSE OF OCCUPATION LEASE

Section 12.01

If the TenantOccupant duly and regularly performs all and every of the covenants and agreements herein on the part of the TenantOccupant to be paid and performed, the LandlordOwner will, at the expiration of the original term hereof and upon the written request of the TenantOccupant given as herein provided to the LandlordOwner not later than ninety (90) days prior to the expiration of the original term hereof, grant to the TenantOccupant a renewal of this Leasethis License of Occupation for ten (10) years on such terms as may be agreed upon by the LandlordOwner and the TenantOccupant.

ARTICLE 13 INSURANCE

Section 13.01

The <u>TenantOccupant</u> shall throughout the term hereof in respect of the <u>Demised Premises Premises</u>, provide and keep in force (or cause to be provided and kept in force in respect of the <u>Demised Premises Premises</u>) at its expense insurance as follows:

- (a) if requested by the <u>LandlordOwner</u>, fire and extended coverage for all improvements,
 - buildings, and structures on the **Demised Premises**;
- (b) comprehensive general liability insurance for bodily injury and/or death and damage to property of others for a minimum amount of TWO MILLION (\$2,000,000.00) DOLLARS, per occurrence or such other amount as the <u>LandlordOwner</u> may require, written on an inclusive basis. Proof of insurance to be provided to Parkland County, Recreation, Parks and Culture Services by January 1st annually.

Section 13.02

All such insurance required above shall be with companies approved by the LandlordOwner, shall be in amounts which the LandlordOwner acting reasonably shall from time to time reasonably determine as being reasonable and sufficient, and shall require at least thirty (30) days prior, written notice by registered mail to the LandlordOwner of any cancellation or change in coverage or expiry thereof. The TenantOccupant shall procure renewals of all such insurance policies required to be carried hereunder from time to time at least thirty (30) days before the expiration thereof and shall from time to time provide evidence satisfactory to the LandlordOwner, by receipts or otherwise, that such insurance is in full force and effect. Each policy required to be carried hereunder by the TenantOccupant shall be signed by the insurer issuing the same and a certified copy of such policy shall be deposited with the LandlordOwner.

ARTICLE 14 INDEMNITY

Section 14.01

The TenantOccupant acknowledges and agrees that the TenantOccupant shall be solely responsible for the security and use of the Demised Premises and that the LandlordOwner shall not be liable for the death of any person or for any injury to any person or for any damage done to any property, at any time on, or in the vicinity of the Demised Premises including any adjoining sidewalks, whether arising from the fault or negligence of the TenantOccupant, its agents, contractors, employers, invitees or licensees or from any other cause whatsoever and the TenantOccupant covenants to indemnify and save harmless the LandlordOwner from and against all actions, suits, damages, loss, costs, claims and demands of every kind arising out of such injury, loss and damage.

Section 14.02

Without limiting the generality of the provisions contained in Section 14.01 above (but subject to the qualifications contained in Section 14.01 above), the TenantOccupant covenants to indemnify and save harmless the LandlordOwner in its capacity as LandlordOwner under this-License, from all claims, actions, costs and loss of every nature arising during the Term out of:

 (a) a breach of or non-compliance with a covenant, agreement or condition on the part of the TenantOccupant contained in this Leasethis License, and

- (b) injury to a person, occurring on or about the Demised Premises Premises or on an adjacent sidewalk including death resulting from the injury; and
- (c) damage to or loss of property arising out of the use and occupation of the Land or the Demised Premises Premises or the use of the adjacent sidewalks.

ARTICLE 15 ASSIGNMENT AND SUBLETTING

Section 15.01

The TenantOccupant shall not at any time convey, sell, transfer, encumber or assign this Leasethis License or sublet or part with possession of the Demised Premises Premises or any part thereof directly or indirectly.

Section 15.02

The TenantOccupant shall not alter its constitution or bylaws in any manner, which may result in the Demised Premises Premises not being used for public recreation or social purposes for use by individuals whom reside within the boundaries of Parkland County, the LandlordOwner, as well as the members of the TenantOccupant.

ARTICLE 16 DEFAULTS AND REMEDIES

Section 16.01

If and whenever:

- (a) the TenantOccupant shall default in the payment of any sum required to be paid by the TenantOccupant by a provision of this Leasethis License, and such default shall continue for seven (7) days after notice thereof by the LandlordOwner to the TenantOccupant, or
- (b) the TenantOccupant shall violate any of the provisions of Article 15 thereof or Section 8.03 hereof; or
- (c) the TenantOccupant shall default in the performance or observance of any of the other agreements, terms, covenants or conditions on the TenantOccupant's part to be performed or observed hereunder and such default shall continue for a period of fifteen (15) days after notice thereof by the LandlordOwner to the TenantOccupant, or if such default cannot reasonably be cured within such fifteen (15) day period, the TenantOccupant shall not in good faith have commenced to cure the same within fifteen (15) day period, or shall have failed thereafter diligently to proceed therewith to completion; or
- (d) the TenantOccupant file in any court a petition in bankruptcy or insolvency or for the appointment of a receiver or trustee of all or a portion of the TenantOccupant's property, or the TenantOccupant takes the benefit of any act now or hereafter in force for bankrupt or insolvent debtors or if any action is taken with a view to the winding up, dissolution or liquidation of the TenantOccupant or if there is filed against the TenantOccupant in any court a petition in bankruptcy or insolvency or for the appointment of a receiver or trustee of all or a portion of the TenantOccupant's property, and the TenantOccupant, as the case may be, does not contest promptly and in good faith and with due diligence and thereby secures within thirty (30) days after the commencement of any such proceedings the dismissal of such petition; or
- (e) the TenantOccupant ceases to exist or ceases to actively function as a community league, then and in any such event the LandlordOwner may without notice or any form of process whatever forthwith re-enter upon the Demised Premises or any part thereof in the name of the whole, whereupon at the option of the LandlordOwner,

(e)(f) this Leasethis License and the Term hereof as well as all right, title and interest of the TenantOccupant hereunder shall forthwith terminate, notwithstanding anything contained herein or in any statute or law to the contrary.

Section 16.02

In the event that the <u>TenantOccupant</u> shall not have commenced the use of the <u>Demised Premises Premises</u> for the said purpose described in Section 8.03 by the date specified by the <u>LandlordOwner</u>'s Manager of Recreation, Parks and Culture Services, or such other person as may be designated by the <u>LandlordOwner</u>, the <u>LandlordOwner</u> shall be at liberty to terminate <u>this Leasethis License</u> on thirty (30) days notice in writing to the <u>TenantOccupant</u>.

ARTICLE 17 WAIVER

Section 17.01

The failure of the <u>LandlordOwner</u> to insist in any one or more cases upon the strict performance of any of the terms, covenants or conditions of <u>this leasethis License</u> or to exercise any option herein contained shall not be construed as a waiver or a relinquishment of such term, covenant, condition or option.

ARTICLE 18 QUIET ENJOYMENT & TERNINATION

Section 18.01

The LandlordOwner covenants that upon the TenantOccupant paying the rentOccupancy Fee hereby reserved, and performing and observing the covenants, obligations and agreements herein on its part contained, the TenantOccupant shall and may peaceably occupy pessess and enjoy the Demised PremisesPremises for the term hereby granted without any interruption or disturbance from the LandlordOwner or from any other person or persons lawfully claiming by, from or under it.

Section 18.02

Either party to this License Agreement may terminate the agreement without cause, upon providing the other party 365 days' notice in writing of the termination.

ARTICLE 19 NOTICE, DEMANDS AND OTHER INSTRUMENTS

Section 19.01

All notices, demands, requests, consents, approvals and other instruments required or permitted to be given pursuant to the terms of this Leasethis License shall be in writing and shall be deemed to have been properly given if personally served, sent by registered mail or certified mail, postage prepaid, return receipt requested, or sent by telegram with report of delivery to:

A. The LandlordOwner, at:

Attn: Manager, Community and Protective Services
Parkland County
53109A SH 779
Parkland County, AB T7Z 1R1

FAX: 780-968-8403

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В. The **Tenant**Occupant, at: S1101 Range Road 270 Spruce Grove, AB T7Y 1G2

Provided however that such addresses may be changed upon five (5) days written notice thereof, similarly given, to the other party.

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 $\underline{\underline{\textbf{Section 19.02}}}$ The date of receipt of any such notice, demand, request, consent, approval or other instrument shall be deemed to be as follows:

- in the case of personal service, the date of service; (a)
- (b) in the case of registered or certified mail, the fifth day following the date of delivery to the Post Office provided however that in the event that at the time notice is so served there is any interruption whether anticipated or existing of mail service affecting the delivery of such mail, then notice shall not be deemed to have been served until one (1) week after the date that normal mail service is restored;
- in the case of a telegram, the day, excluding Sundays and holidays, next following (c) the date of sending.

ARTICLE 20 NO PARTNERSHIP OR JOINT VENTURE

Section 20.01

s Lease This License is not intended nor shall it be construed to create the relationship of either a partnership or a joint venture between the Landlord Owner and the TenantOccupant.

ARTICLE 21 SUCCESSORS AND ASSIGNS

Section 21.01

It is agreed that this Leasethis License extends to, is binding upon and ensures to the benefit of the parties and their respective successors and assigns as limited in the Lease.

ARTICLE 22 ENTIRE AGREEMENT

Section 22.01

This LeaseThis License contains the entire agreement between the LandlordOwner and the TenantOccupant and may not be amended except by an instrument of equal formality signed by the parties to the Lease or by their successors or permitted assignees.

ARTICLE 23 ACCEPTANCE

Section 23.01

The TenantOccupant does hereby accept this Leasethis License of the Demised Premises Premises, to be held by it as TenantOccupant, and subject to the conditions, restrictions and covenants above set forth.

IN WITNESS WHEREOF the <u>LandlordOwner</u> and the <u>TenantOccupant</u> have executed <u>this Leasethis License</u> under their respective corporate seals, as witnessed by the hands of their respective proper officers duly authorized in that behalf, the day and year first above written.

PARKLAND COUNTY	
PER:	_
PER:	=
GRAMINA COMMUNITY LEAGUE SOCIETY	AND SOCIAL
PER:	_
PER:	_



SCHEDULE "A"

Lot R2, Block 1, Plan 762-1673 (Devonshire Meadows) SW 7.51.26.W4th

SCHEDULE "B"

Facilities and amenities approved to be developed by the Graminia Community League and Social Society on the aforementioned reserve property are:

- > Ball Diamond
- > Riding ring

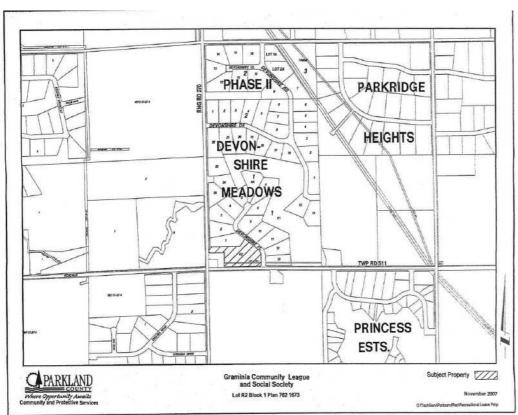
Any future development of recreational amenities on this municipal reserve parcel must be submitted in writing to Parkland County Council and approved by Council prior to development.

In addition, the TenantOccupant is responsible for the construction and construction costs associated with the development of any project approved by the LandlordOwner.

In the event that Parkland County considers selling this <u>Demised Premises Premises</u> in the future, the lessee will be given a reasonable opportunity to purchase the said property at a price to be determined by the <u>LandlordOwner</u>.

SCHEDULE "C"

- 1. The <u>TenantOccupant</u> shall be responsible for maintenance requirements as outlined, but not limited, to the following:
 - A. Glass or debris cleaned and disposed of;
 - B. Grass is to be regularly maintained and the land cleared of piled debris;
 - C. Trees to be maintained and wind fallen trees are to be safely removed and disposed of; and
 - D. Grass clippings and other refuse must be removed from the site.
 - E. All facilities must be inspected and repaired on a regular basis (and as a minimum once a month) to ensure safe use; inspections and actions taken are to be entered into a permanent record book and are available for inspection by the <u>LandlordOwner</u> or his designate.
 - F. The site shall be maintained in a weed free manner satisfactory to the Manager of Agricultural Services for the LandlordOwner or his designate.
- The <u>TenantOccupant</u> is responsible to provide, at the <u>TenantOccupant</u>'s own expense, a
 method of garbage disposal which meets with the approval of the local Health Authority.
- All signs and the construction standards shall be approved by Parkland County prior to commencement.
- 4. A sanitary toilet will be allowed providing the location of these facilities are a minimum of .6 metres from the property line. The toilet must comply with requirements of the local Health Authority. Every effort must be made to blend the facilities with the natural surrounds of the area.
- 5. Fire permits will not be permitted on the Demised-Premises, unless approved in advance by the LandlerdOwner, and all necessary permits are in place prior to the fire.
- Parkland County roadside parking restrictions will apply. The <u>TenantOccupant</u> is responsible to provide on-site parking.
- Further renovation or new construction of playground equipment shall comply with the Canadian Standards Association (CSA) standards for children's play spaces and equipment.
- 8. This land is governed in accordance with the by-laws of Parkland County. It is the sole responsibility of the TenantOccupant to be familiar with these by-law.



1342890;December 9, 2014