



## BEAVER COUNTY IS ACCEPTING TENDERS FOR THE LEASE OF THE FOLLOWING LAND:

RIGHT-OF-WAY IN NW CORNER OF NE 34-46-11-W4

**Please review the sample lease agreement prior to filling out the bid form.**

**Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Requested Term of Lease:** \_\_\_\_\_

*(Determined at the County's sole discretion, but no less than 2 years)*

**Lease Bid Amount:** \_\_\_\_\_

*(Lease amount will be due on or before January 31 of each year of the term of the lease. Property taxes will also be assessed and payable by the tenant on or before October 31<sup>st</sup> of each year.)*

**Proposed purpose of leased land:**

Pasture                       Hayland                       Crop

Other: \_\_\_\_\_

*(The County reserves the right to prohibit activities on the land that are deemed unsuitable to the County or to occupants of neighbouring properties.)*

**I confirm I have reviewed the sample lease agreement**

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Bids will be accepted until 4:30 p.m., Friday, December 6, 2024.**

*NOTE: The highest, or any bid may not necessarily be accepted. The County reserves the right to select the bid which is most advantageous to the County.*

\_\_\_\_\_

Right-of-way in NW corner of NE 34-46-11-W4



# LEASE AGREEMENT

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 20 \_\_\_\_\_

BETWEEN

BEAVER COUNTY  
Box 140  
Ryley, AB T0B 4A0  
(hereinafter referred to as the "County")

OF THE FIRST PART

and

(NAME)  
(Address)  
(Address)  
(hereinafter referred to as the "Tenant")

OF THE SECOND PART

WHEREAS the County is the owner in fee simple of certain land and leased area situated within Beaver County, in the Province of Alberta, legally described as:

**RIGHT-OF-WAY IN NW CORNER OF NE 34-46-11-W4**  
(further described in Schedule A and hereinafter referred to as the "Land")

AND WHEREAS the County desires to lease to the Tenant and the Tenant desires to lease from the County, the Land outlined in Schedule A attached to and forming part of this Agreement for the following purpose(s):

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NOW THEREFORE in consideration of the rents, covenants, promises, and agreements hereafter contained and by the parties to be respectively paid, observed, and performed, the parties agree as follows:

1. The Term of the Agreement shall be from the \_\_\_\_\_ day of \_\_\_\_\_, A.D. 20 \_\_\_\_\_ to the \_\_\_\_\_ day of \_\_\_\_\_ A.D. 20 \_\_\_\_\_ (hereinafter referred to as the "Term"), subject to the earlier termination of this Agreement as hereinafter provided for.

2. The Term of the Agreement may be renewed upon the expiration of the Term at the sole discretion of the County for up to an additional 5 years, subject to the following:
  - a) The Tenant duly performs all the covenants and provisions herein contained to the County's satisfaction,
  - b) There are no outstanding rent or property tax payments, and
  - c) The Tenant has exercised their "right of first refusal" in accordance with Beaver County's Disposition of County-Owned Land Policy.
  
3. The Tenant agrees to pay to the County:
  - a) Rent for the Land in the sum of \$ \_\_\_\_\_ plus GST, payable upon execution of this Agreement, and \$ \_\_\_\_\_ plus GST per year for each subsequent year of the Term, on or before January 31 of each year.
  - b) Taxes, rates, and other assessments levied by the County in each year of the Term, on or before October 31 of each year.
  
4. The Tenant hereby covenants with the County as follows:
  - a) To use the Land only for the purpose outlined in this Agreement and in accordance with the applicable bylaws and regulations administered by the County,
  - b) Not to use the Land or permit the Land to be used for any purpose which may render the insurance on the Land void or voidable or which might cause the premiums for such insurance to be increased,
  - c) Not to part with possession of the Land or any part thereof. The Tenant shall not sublet or assign this Agreement, or any part thereof, or any interest therein without obtaining the written consent of the County to the sublease or assignment.
  - d) To keep the Land reasonably clean and maintained in a good husbandlike and proper manner, including rodent and weed control to the County's satisfaction.
  - e) Not to change the natural course of any waterways on the Land, or cut down trees growing upon the Land, or clear or break any of the Land, nor permit any other person to do so, without written consent of the County.
  - f) Throughout the Term of the Agreement, at the Tenant's sole cost and expense, take out and keep in full force and effect, the following insurance:
    - (i) comprehensive general liability insurance providing insurance coverage against claims for personal injury, death, and property damage, and Tenant's legal liability with respect to the occupancy by the Tenant of the portion of the Land, such insurance to provide coverage to a limit of not less than two million dollars (\$2,000,000) inclusive per occurrence,
    - (ii) all insurance coverage maintained by the Tenant in accordance with this Agreement shall include waivers of subrogation by the insurers in favour of the County and shall name the County as an additional named insured,
    - (iii) no such insurance policy may be cancelled without the insurer providing no less than thirty (30) days' written notice of such cancellation to the County, and

- (iv) a Certificate of Insurance is furnished, satisfactory to the County, evidencing the required insurance coverage.
  - g) At all times and without limitation, indemnify and save harmless the County, its Councillors, directors, officers, employees, contractors, agents, and representatives from and against any and all liabilities, losses, costs, damages, legal fees (on a solicitor and his own client full indemnity basis), disbursements, fines, penalties, expenses, all manner of actions, causes of action, claims, demands, and proceedings, all of whatever nature and kind which any of the County, its Councillors, directors, officers, employees, contractors, agents, and representatives may sustain, pay, or incur or which may be brought or made against all or any of them, and whether or not incurred in connection with any action or other proceedings or claims or demands made by third parties, with respect to any occurrence, event, incident, or matter caused by, and/or arising as a direct or indirect result of actions or inactions of this Agreement.
  - h) To obtain prior written permission from the County for any development (including construction of fences) on the Land, including the removal, cutting, or transplanting of brush or trees, but excluding that which is considered normal repair and maintenance.
    - (i) The Tenant shall be solely responsible for the costs of any approved development and subsequent maintenance.
    - (ii) Title to all improvements shall vest in the County and no improvements shall be sold, removed, disposed of, or encumbered without the written consent of the County.
    - (iii) The Tenant shall be responsible for any costs associated with the installation and the normal maintenance and repair of fences. Fencing installed during the Term shall become the property of the County upon expiry or termination of this Agreement.
    - (iv) The Tenant shall be entitled, at his sole cost and expense, to relocate any fence erected to another area of the Land in the event the County exercises their right to sell the Land in accordance with this Agreement.
  - i) To allow access to the landowner of \_\_\_\_\_ (or other party authorized by the landowner of \_\_\_\_\_) to the \_\_\_\_\_ at all reasonable times.
- 5. The County hereby covenants with the Tenant to permit the Tenant, so long as he pays the rent and taxes reserved herein and complies with his covenants, to use the Land without interference from the County or those claiming under or in trust for him.
- 6. When the Tenant does not make payment of the rent in accordance with the terms and conditions of this Agreement, the current year's rent and any further payments owing for that year shall become due and payable immediately, and the County may again repossess and enjoy the Land as if this agreement had not been executed.

7. The Tenant has no rights to sand, gravel, or clay, except for his own use, and he has no rights whatsoever to valuable stone or other such substances existing on or under the surface of the Land.
8. The County or a representative of the County has the right at all reasonable times to attend and inspect the Land. The County reserves the right of entry and exit over and upon the Land and to use any Land and buildings expressly excluded from this Agreement.
9. This Agreement is granted subject to the right of entry and use of the Land by the County or his contractor for the purposes of design, engineering, and/or surveying, provided reasonable notice (minimum 30 days') is given to the Tenant.
10. The County may terminate the Agreement with thirty (30) days' written notice and re-enter the Land for the following reasons:
  - a) the County intends to sell or dispose of the Land during the Term of this Agreement,
  - b) The Tenant has breached any of his covenants herein. In the event of termination for breach of the Tenant's covenants, the County will not reimburse the Tenant for any portion of the rent or taxes paid in the year of termination.
11. No compensation will be provided to the Tenant for damages as a result of early cancellation of this Agreement.
12. An incoming Tenant, purchaser, or the County shall have the right to enter on the Land contained in this agreement after harvest in the Fall preceding the expiration of the said Term for the purpose of preparing the land for crop.
13. If either party shall fail in any respect to carry out any of the provisions of this agreement, the other may have the same done, and the costs shall be paid by the party failing to carry out the said provisions.
14. Any disagreement which may arise between the County and Tenant hereto shall, when a mutually satisfactory settlement cannot be reached, be submitted to arbitration. The arbitration authority may either be a single person mutually satisfactory to both parties, or a board of three, one member to be named by each party and a third selected by the two so chosen.
15. The recommendation of the arbiter or arbitration board shall be accepted as final, except in a matter of law.
16. For the purpose of this Agreement, the addresses of the parties are as follows:

Beaver County  
Box 140  
Ryley, AB T0B 4A0

E-mail: [administration@beaver.ab.ca](mailto:administration@beaver.ab.ca)

and

(Name)

(Address)

(Address)

E-mail:

17. Any communication, notice, or service of documents required to be made during the course of this Agreement will be good and sufficient if delivered to, or posted by ordinary mail addressed to, the above addresses. Notice given in any such manner shall be deemed to have been received by the party on the day of delivery or upon the 3<sup>rd</sup> day after the date of mailing provided that normal postal service is in existence at the time of mailing and for three (3) days thereafter. Any party may change its address for service from time to time upon written notice to that effect. In the event of disruption of normal postal service, any party giving notice hereunder shall be required to deliver the same.
18. The laws of the Province of Alberta shall govern this Agreement.
19. If any term, covenant, or condition of this Agreement or the application thereof to any party or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement or application of such term, covenant, or condition to a party or circumstance other than those to which it is held invalid or unenforceable, shall not be affected thereby and each remaining term, covenant, or condition of this Agreement shall be valid and shall be enforceable to the fullest permitted by law.
20. This Agreement constitutes the entire Agreement between the parties hereto and the parties acknowledge and agree that there are no covenants, representations, warranties, agreements, or conditions expressed or implied, collateral or otherwise forming part of or in any way affecting or relating to this Agreement save as expressly set out in this Agreement.
21. This Agreement may not be altered or amended in any of its provisions, except where any such changes are reduced to writing and executed by the parties.
22. This Agreement shall enure to the benefit of and be binding upon the parties herein and their respective heirs, successors, and assigns.
23. Time is of the essence in this Agreement, and if either party shall fail to perform the covenants on its part to be performed at fixed times or alternatively within a reasonable time for the performance thereof under the terms of this Agreement, the other party may elect to terminate the Agreement.

IN WITNESS WHEREOF the County and Tenant have executed this Agreement as of the day and year first above written.

BEAVER COUNTY

\_\_\_\_\_  
Designated Officer

TENANT

\_\_\_\_\_  
Witness

Per: \_\_\_\_\_

\_\_\_\_\_  
Witness

Per: \_\_\_\_\_

SAMPLE



**AFFIDAVIT OF EXECUTION**

CANADA ) I, \_\_\_\_\_  
 )  
PROVINCE OF ALBERTA ) of the \_\_\_\_\_ of \_\_\_\_\_  
 )  
TO WIT: ) in the Province of Alberta

MAKE OATH AND SAY:

1. THAT I was personally present and did see \_\_\_\_\_ named in the within (or annexed) Instrument, who is personally known to me to be the person named therein, duly sign and execute the same for the purposes named therein.
2. THAT the same was executed at the \_\_\_\_\_, in the Province of Alberta, and that I am the subscribing witness thereto.
3. THAT I believe that the person(s) whose signature(s) I witnessed is/are at least eighteen (18) years of age.

SWORN before me at the \_\_\_\_\_ )  
 )  
\_\_\_\_\_, in the Province of Alberta, )  
 )  
this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. ) \_\_\_\_\_  
 )  
 )  
\_\_\_\_\_ )

A COMMISSIONER FOR OATHS IN AND  
FOR THE PROVINCE OF ALBERTA  
My appointment expires