

LICENSE AGREEMENT

THIS AGREEMENT MADE THIS ²² DAY OF *MAY* A.D. 201~~4~~, IN THE PROVINCE OF ALBERTA.

BETWEEN

STURGEON COUNTY

-and-

RIVIERE QUI BARRE RECREATION ASSOCIATION

WHEREAS Community Associations exist within all divisions in Sturgeon County.

AND WHEREAS the Community Associations are recognized as providing valuable recreational sports, social, community and cultural facilities, programmes and voluntary leadership in recreation and culture within the various neighbourhoods of the County and thus avoiding expenditures by the County for the provision of these facilities and services;

AND WHEREAS the Sturgeon County Council endorses the activities of Community Associations, and acknowledges their contribution to the County;

AND WHEREAS the Sturgeon County Council has encouraged the formation of, Community Associations to coordinate recreation, sports, social, community activities in the County;

AND WHEREAS the Sturgeon County has set aside land in various neighbourhoods for public use by the neighbourhood and will retain the said land for general park purposes, licensing such part thereof to Community Associations, as required by them, for uses consistent with their objectives;

AND WHEREAS Sturgeon County recognizes that Community Associations often make financial contributions to developments on such park land and that such developments are the property of the

Community Associations under the terms of this Agreement, and hereby directs the County Administration to give consideration and support to the unique and desirable Community Association structure so that the resources of the citizens and the Administration can work productively for the benefit of the County as a whole;

AND WHEREAS the Community Association and the County now wish to enter into a License for the Site;

NOW THEREFORE the parties mutually covenant and agree as follows:

TERM OF LICENSE

1. The County is the owner of the parcel(s) of land described in Schedule "A" attached hereto (herein referred to as the "Site"). In consideration of ONE (\$1.00) DOLLAR, and the promises of the Community Association contained in this Agreement, the County grants to the Community Association a non-exclusive license to occupy the site for a term of Fifty (50) years. The Community Association acknowledges that the County has not and cannot confer on or vest in the Association any title, interest or estate in the Site. Notwithstanding any other term or condition of this License, during the term of this License, the Association shall not use this License as security to guarantee any loan or encumber, mortgage, charge or lien the title to the Site.
2. The term of this License is to begin on the 22 day of MAY, 2014 and end on the 22 day of MAY, 2064 subject to earlier renewal or termination as provided for herein.
3. This License is subject to:
 - a. the reservation throughout the Site of a general easement for all utilities including natural gas;
 - b. the right to construct a roadway within the site if County Council determines such roadway appropriate.
4. That the County shall cut the grass and maintain the trees and any other plants which the County has planted on the Site, but will not be responsible for maintaining the grass on the

soccer fields or grooming the ball diamonds. The Community Association is responsible for maintaining any shrubs or flowers it has planted on the Site.

5. Notwithstanding any other term or condition contained in this License:
 - a. The County has the right to terminate this License by giving the Community Association, Six (6) months written notice. The County may only terminate this License after a resolution has been passed by the Council approving such termination; and
 - b. The Community Association may terminate this License by giving the County Thirty (30) days written notice.

6. Upon expiration or termination of this License if the parties do not enter into a further License, all Facilities developed on the Site by the Community Association shall remain the property of the Community Association. The Community Association may be requested by the County to remove some or all of such Facilities from the Site within Six (6) months of such expiration or termination of this License or within an extended time frame as may be agreed to by the County in consultation with the Community Association. The Community Association will be responsible for all costs of removing such Facilities and restoring the Site to the condition suitable for reconstruction of facilities or as a park land as determined by the County with reasonable wear and tear expected. Any Facilities remaining on the Site after the six month period (or such agreed upon extended time period) for removal of the Facilities shall become the property of the County absolutely with no compensation payable to the Community Association.

USE OF THE SITE

7. The Community Association shall at all time only use and permit the use of the Site for the purpose of Recreation, as defined in the objects of the Bylaws of the Community Association and not for any commercial purpose.

8. The Community Association will permit any person desiring to participate in activities of the Community Association to use the facilities of the Community Association either by obtaining a membership or associate membership in the Community Association, or by negotiating and

paying a reasonable fee or charge as determined by the Community Association. This does not apply to rentals of Facilities.

9. The Community Association acknowledges that it has the non-exclusive use and possession of the Site and that upon reasonable consultation and notice, the County is permitted to hold, in the Community Association's Facilities on the Site, programs that benefit residents of the County, provided that these programs do not conflict with the Community Association's programs and operations. The County will repair any damage that may result as a result of the County's use of the Facilities. The Community Association may, at its discretion, charge the County a reasonable fee for the use of the Community Association's Facilities.
10. The Community Association shall do all things necessary to make the Site licensed to the Community Association suitable to the needs of the community for which the Community Association exists and to maintain in a good, neat and safe condition all facilities located on the Site, whether such facilities have been constructed by the Community Association, the County or a sub-licensee of the Community Association. Any improvements placed on the Site by a sub licensee of the Community Association are deemed to be the improvements of the Community Association for the purposes of this License.
11. The Community Association will be responsible for snow removal and repair and maintenance to the Facility parking lot on the Site.
12. Signage and lighting will be the responsibility of the Community Association.
13. The Community Association or its sub-licensees will not do or permit to be done on the Site, nor in any facilities placed thereon, anything which may contravene any federal or provincial laws or regulations or any of the bylaws of the County and will endeavor at all times to avoid annoyance or inconvenience to residents in the vicinity of the Site by reason of public safety concerns, noise or activities likely to cause annoyance or inconvenience.

CONSTRUCTION AND FACILITY OPERATION

14. The Community Association will not add, permit to be added, or remove from the Site new, extended or added facilities (the project) without consulting the Sturgeon County Community Services department and having the project vetted and approved through all appropriate and required County processes. This provision applies to any change to the Site that would normally require a permit from the Planning and Development department of the County, but does not include interior/non-structural improvements, such as the replacement or repair of flooring; ceiling/wall repairs and painting; countertop repairs or replacement; addition of security equipment; appliance replacement; or interior cosmetic improvements.
15. The Community Association will pay for the construction of any and all new facilities and site improvements.
16. The Community Association will pay all water, light, power, telephone, gas and other utility costs imposed in connection with the facilities on the Site, including all utility connections and billing therefore.
17. The Community Association will permit all authorized County representatives, on not less than Ninety-six (96) hours' notice to the Community Association, to inspect the site, the facilities or any improvements under construction in the facilities to ensure that they are being developed and maintained in the manner provided for in this License

PERMITS AND LICENSES

18. The Community Association is responsible for paying all applicable taxes and license fees in respect of any business, activity or event taking place on the Site.

PESTICIDES AND HAZARDOUS SUBSTANCES

19. The Community Association shall not be liable to the County or any other party for damages arising out of or in connection with any environmental contamination or pollution of the Site as a result of the presence of pesticides or hazardous substances;
 - a. upon the Site prior to any occupation of the Site by the Community Association under this License; or

- b. placed upon the Site by or at the direction of the Community Association with the express written permission of the County and in the manner directed by the County; or
 - c. placed upon the Site by persons for whom the Community Association is not in law responsible and which persons have acted without the permission or direction of the Community Association.
20. The Community Association agrees not to store, bring onto the Site, or allow the application of, any pesticides to the Site, without the express written permission of the County,
21. The Community Association agrees not to store or bring onto the Site any hazardous substances without the written permission of the County with the exception of such limited amounts of gasoline and propane as is necessary for normal day to day use (i.e. grass mowing, snow blowers, barbeques). The Community Association agrees to comply with any applicable federal or provincial law, regulation, or order as well as any policies and procedures of the County relating to hazardous substances, their storage or their use as set out by the County, from time to time. The Community Association agrees to indemnify and save harmless the County from and against all claims, demands, liabilities and damages arising out of or in connection with any environmental contamination or pollution of the Site as a result of the presence of pesticides or hazardous substances on or under the Site which have been brought upon the Site by the Community Association or any person with their consent, express or implied, or which resulted from the use and occupation of the Community Association during the term of this License.

LIENS

22. The Community Association will immediately pay and discharge any writs of enforcement or any other charges, liens or encumbrances registered against title to the Site by reason of any act or omission for which, the Community Association, its agents, employees, or licensees are responsible unless the County General Manager, after consulting with the Community Association, has agreed in writing to such writs of enforcement, liens, charges or encumbrances being placed against the title.
23. If the Community Association fails to pay or discharge any such writs of enforcement, liens, charges or encumbrances, the County may pay the debt, discharge the writ, lien, charge or

encumbrance, and require from the Community Association the immediate repayment of all sums paid by the County in securing such discharge.

24. The Community Association shall advise the County whenever the Community Association is planning to develop or has applied for a development permit for construction of improvements on the Site.

INSURANCE AND INDEMNITY

25. Throughout the term of this License, the Community Association shall maintain, at the Community Association's expense, in full force and effect the following insurance coverages:
- a. Comprehensive General Liability insurance in an amount not less than Two Million Dollars (\$2,000,000) per occurrence for bodily injury, including death, personal injury and/or property damage. This policy shall be endorsed to include the following:
 - (i) Blanket Contractual Liability (including this License)
 - (ii) Independent Contractors (as applicable)Insurance can be acquired through application to the County under its extra ridership policy.
 - b. It is further understood and agreed that the policy limits shown under item (a) of this Article do not define or limit the Community Association's liability to indemnify the County in the event of bodily injury and/or property damage, nor does the County make any representations as to the adequacy of said limits or scope of coverage in the event of a claim.
26. The Community Association shall indemnify and save harmless the County from any and all liabilities, costs, damages, claims, suits, expenses or actions arising out of:
- a. any breach, violation or non-performance of a covenant, condition or agreement in this License set forth and contained on the part of the Community Association to be fulfilled, kept, observed and performed;
 - b. any damage to any property whatsoever occasioned by the Community Association's use and occupation of the Site, excluding normal wear and tear;
 - c. any injury to a person or persons, including death, resulting at any time from the use and occupation of the Site and facilities by the Community Association and its invitees;

- d. any damage to property belonging to the Community Association, or to employees, agents, invitees, contractors, sub-licensees of the Community Association, or any injury to or death of any employee, licensee, or invitees of the Community Association while such property or person is in or about the Site;

save and except such liabilities, costs, damages, claims, suits, expenses or actions arising from the sole negligence of the County, its employees, officers, servants, contractors, or agents.

SITE RESTORATION

27. It is further understood that notwithstanding anything contained in this License, in the event of loss or damage to facilities on the Site, the Community Association shall be responsible for the full cost of demolition of damaged structures and debris removal from the Site, in order to restore the Site to a condition suitable for reconstruction of facilities or use as parkland, as determined by the County General Manager and the Chairperson of the Community Association in accordance with the County's then current, minimum neighbourhood park development standards.

RENTALS/BOOKINGS

28. The Community Association is permitted to grant one-time or short term booking rentals (for example –weekly rental) to renters for uses consistent with this Agreement without obtaining the written permission of the County.

SUB-LICENSEE

29. The Community Association is permitted to enter into sub-licensee agreements, with the prior written approval of the County General Manager, which approval may be arbitrarily withheld.

GENERAL LAW

30. The Community Association covenants to comply with all the rules and regulations contained in the Societies Act of Alberta and to remain incorporated under the terms of this Act throughout the term of this License.

DEFAULT AND TERMINATION

31. If, following an inspection of facilities the County General Manager, or his designated representative, identifies deficiencies indicating that the facilities are not being maintained in the manner provided for in this License, then the County General Manager shall give notice of the deficiencies in writing to the Community Association. If the Community Association fails to initiate and continue a reasonable program of repairs within Ninety (90) days from the date of said notice, the County may, upon written notice to the Community Association, make whatever repairs are necessary to bring the facilities up to a reasonable standard and may charge the cost of so doing to the Community Association.
32. Notwithstanding anything to the contrary contained in this License, any facilities built by the County shall, upon the expiration of termination of this License for any reason, remain the absolute property of the County.
33. If the Community Association fails to perform and observe any term and condition required of it by this License; or the Community Association ceases to exist or ceases to function as a Community Association; then the County may enter onto the whole or any part of the Site, assume operation of the facilities on the Site, and thereafter hold the said Site and all facilities on the Site free from any claims thereto by the Community Association. Should this occur, the County shall assume the covenants and responsibilities of the Community Association provided for herein through an assignment of the License and shall assume responsibility for the Site. In such event, any facilities developed by the Community Association shall become the property of the County.

DISPUTES

34. Should any dispute arise between the parties as to the interpretation, application, operation or alleged violation of this License, the County General Manager, and the Chairperson of the Community Association shall endeavour to resolve the dispute through discussion, negotiation and/or third party mediation within Ninety (90) days of notification by one party to the other parties of a dispute.

35. Failing to resolve such dispute within 90 days or a mutually agreed to extended time frame, as stated in Article 34, then such dispute shall be resolved in accordance with the following procedure:

- a. The party requesting that the matter in dispute be resolved in accordance with the provisions of this Article 34 (the "disputing party") shall notify the other party (the "defending party") in writing of the details of the nature and extent of the dispute (the "Arbitration Notice").
- b. Within Seven (7) days of the receipt of the Arbitration Notice, the defending party shall advise the disputing party in writing that it disputes all matters referred to in the Arbitration Notice except those for which the defending party admits responsibility and proposes to take remedial action.
- c. The parties in dispute shall within Ten (10) days after the date of receipt by the disputing party of the defending party's notice, appoint a single, mutually acceptable arbitrator (the "Arbitrator"). In the event that the parties cannot agree on the appointment of the Arbitrator within the Ten (10) days, then either party may, on written notice to the other, apply to either the Alberta Arbitration and Mediation Society to name the Arbitrator or to a Court of competent jurisdiction where the Site is situate, who shall have jurisdiction to appoint the Arbitrator.
- d. Unless the Arbitrator orders otherwise, the parties in dispute shall equally bear the costs of the arbitration.

NOTICE

36. Any notice to be given pursuant to the terms of this License shall be sufficiently given: (a) in the case of notice to the County, if such notice is sent by prepaid registered mail or personally delivered in an envelope addressed to:

Sturgeon County Community Services
9610 – 100 Street
Morinville, Alberta, T8R 1L9


37. A party may, at any time, give notice in writing to the other parties of any change in address of the party giving such notice and, from and after the giving of such notice, that address shall be deemed to be the address of the said party for the giving of notice hereunder.

GENERAL

38. It is agreed that this License embodies the entire agreement of the parties hereto with regard to the matters dealt with herein and that no other understandings or agreements, verbal or otherwise, exist between the parties unless herein referred to.
39. The validity and interpretation of this License and of each article and part hereof shall be governed by the laws of the Province of Alberta.
40. A waiver of any provision of this License by any party shall not be a waiver of any other provision of this License.
41. In the event that one or more articles of this License are declared invalid or unenforceable by a Court of competent jurisdiction, the parties agree that such article or articles shall be severable from the remainder of this license and that the other provisions herein shall continue in full force and effect.
42. This License shall ensure to the benefit of and be binding upon the parties hereto, their heirs, successors and approved assigns.
43. This License shall not be modified or amended except by written agreement signed by all parties.

WITNESS HERETO the parties have hereunder set their hands and seals the day and year above written and affixed their corporate seals by the proper Officers in their behalf.

STURGEON COUNTY



MAYOR



COUNTY COMMISSIONER

RIVIERE QUI BARRE RECREATION ASSOCIATION



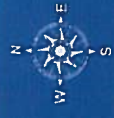
LINDSAY BODDEZ, BOARD MEMBER



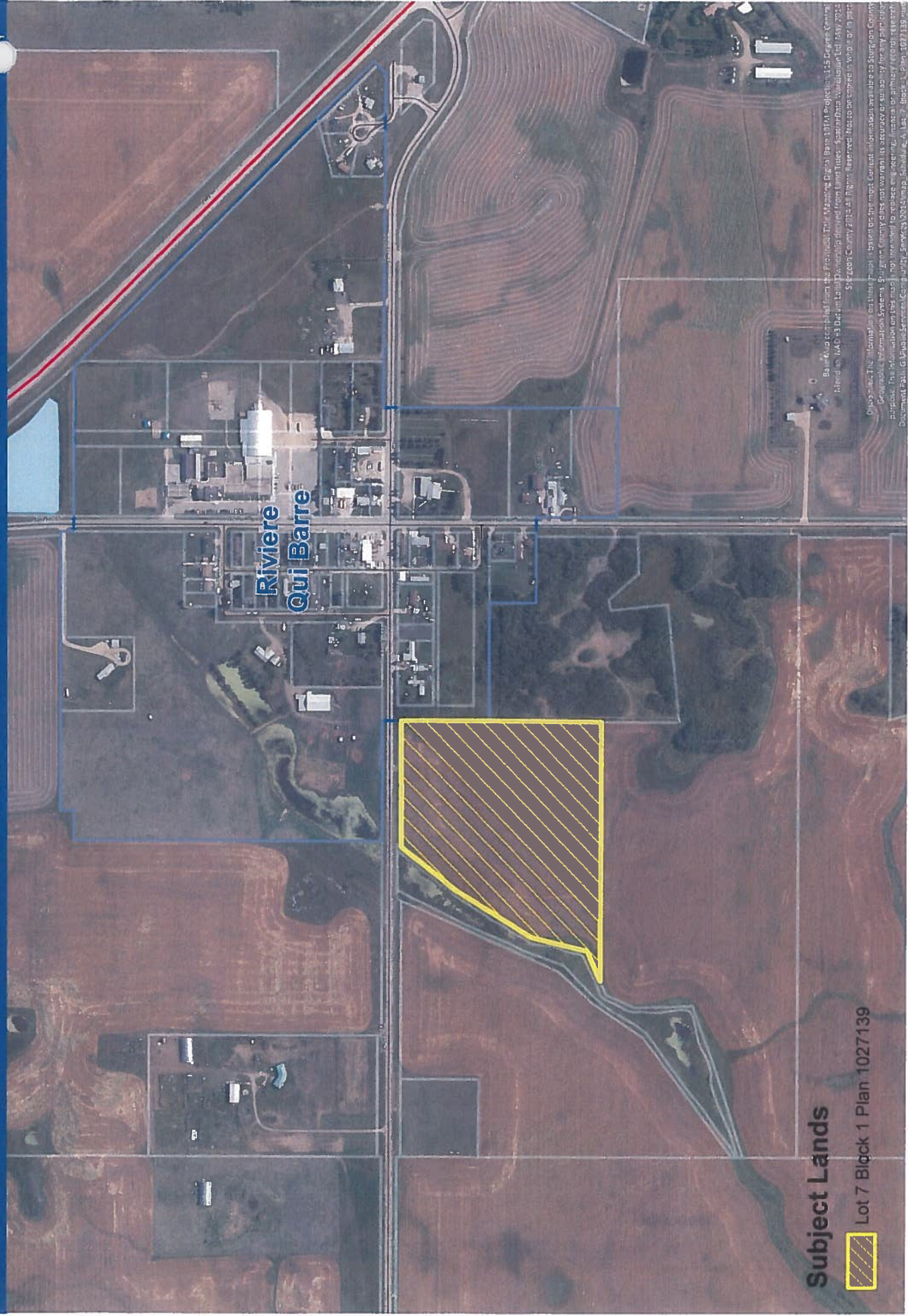
KORY PERROTT, BOARD MEMBER

Schedule "A"

Lot 7 Block 1 Plan 1027139



100 Meters



Riviere
Qui Barre

Subject Lands



Lot 7 Block 1 Plan 1027139

By Air as contributed from the Province. The Mapping Digital Base (MTD) projection is UTM projection. 1:50,000 scale. The information on this map is not intended to be used for navigation or other purposes. The information on this map is not intended to replace any other map. For more information on this map, please contact the Sturgeon County Planning Department. Sturgeon County, 2014. All Rights Reserved. No warranty is made by the Province of Alberta. The information on this map is not intended to be used for navigation or other purposes. The information on this map is not intended to replace any other map. For more information on this map, please contact the Sturgeon County Planning Department. Sturgeon County, 2014. All Rights Reserved. No warranty is made by the Province of Alberta.