

**THIS LICENSE** dated the \_\_\_\_ day of \_\_\_\_\_, 2015.

**BETWEEN:**

**ROCKY VIEW COUNTY**

a municipal corporation under the *Municipal Government Act, R.S.A. 2000 c. M-26, as amended*,  
having an office at 911-32<sup>nd</sup> Avenue N.E., Calgary, Alberta T2E 6X6  
(hereinafter referred to as the “**County**”)

- and -

**CHESTERMERE REGIONAL COMMUNITY ASSOCIATION**  
a society under the *Societies Act, R.S.A. 2000, c. S-14, as amended*,  
(hereinafter referred to as “**CRCA**”)

**COMMUNITY RECREATION FACILITY LICENSE**

**WHEREAS:**

- A.** The County is the registered owner of the Lands;
- B.** The Facility is located upon the Lands;
- C.** The County desires to grant a License to the CRCA and the CRCA has agreed to accept such License, upon, subject to and in accordance with the terms, covenants and conditions contained within this License.

**NOW THEREFORE THIS LICENSE WITNESSETH** that in consideration of the mutual covenants and agreements contained within this License, other good and valuable consideration, and the sum of One (\$1.00) Dollar now paid by each party to the other (the receipt and sufficiency of which is hereby acknowledged), the parties hereby covenant and agree as follows:

**ARTICLE 1 – DEFINITIONS**

**1.1 Definitions**

In this License the following words and expressions shall have the meanings herein set forth unless inconsistent with the subject matter or context:

- (a) “**Effective Date**” means the \_\_\_\_ day of \_\_\_\_\_, 2015;
- (b) “**Facility**” means, collectively:
  - (i) buildings or improvements located upon the Lands known as the “Chestermere Recreation Centre”,
  - (ii) all current or future buildings and improvements located on the Lands as they may exist from time to time, together with any and all equipment, fixtures, structures or improvements now or hereafter located therein or

thereon;

- (c) **“Lands”** means those lands legally described as:

PLAN 7840EU  
PARCEL “A”  
CONTAINING 11.2 HECTARES (27.79 ACRES) MORE OR LESS  
EXCEPTING THEREOUT THOSE PORTIONS OF THE FOLLOWING PLANS

PLAN	NUMBER	HECTARES	ACRES
ROADWAY	5444JK	0.077	0.19
ROAD WIDENING	1565LK	0.227	0.56
ROAD	0312896	0.257	0.64

EXCEPTING THEREOUT ALL MINES AND MINERALS

- (d) **“License”** means this License, together with the Schedules attached to the License, as the same may be amended from time to time;

- (e) **“License Fee”** means the monthly or annual fee payable by the Licensee in exchange for the use and enjoyment of the Lands and the Facility which is stipulated within Schedule “A” attached to this License, or otherwise calculated in accordance with the terms contained within Schedule “A” attached to this License;

- (f) **“Parking Areas”** means the portions of the Lands which are now or in the future allocated for the parking of motor vehicles, as from time to time altered, reconstructed or expanded, and includes, without limitation, entrances, roads and other means of access thereto and any parking structures or other parking facilities from time to time constructed on the Lands;

- (g) **“Permitted Use”** means the operation and maintenance of the Facility upon the Lands for public use and benefit, including but not limited to the following general uses:

- (i) public park;
- (ii) public recreational facilities; and
- (iii) any other recreational activities approved by the County in writing which such approval is in the sole discretion of the County to withhold;

subject to and in accordance with the operational requirements set forth in Section 6.2 of this License

- (h) **“Policies and Procedures”** means those policies and procedures established by the County for the safe, secure and efficient operation of the Facility, as amended or replaced by the County from time to time, which Policies and Procedures, together with all respective amendments thereto and all respective replacements thereof, shall not in any event unreasonably interrupt or prevent the use of the Lands or the Facility for the Permitted Use;

- (i) **“Rental”** means short term rental agreements to use the Facility, the Lands or a

portion thereof for:

- (i) One day, or
- (ii) One evening, or
- (iii) One weekend, or
- (iv) Consecutive rentals occurring on weekly basis, and

Which rental does not permit the renter to use or occupy permanent space on the Lands or in the Facility;

- (j) **“Sub-License”** means agreements for a term greater than those outlined under the definition of Rental and/or where the renter will be permanently occupying space in the Facility.
- (k) **“Term”** means the term of this License, being a period of fifteen (15) years from the Effective Date, plus any renewal or extension thereof unless terminated earlier as contemplated within this License or otherwise.

## **ARTICLE 2 – GRANT OF LICENSE AND SURRENDER**

### **2.1 Grant of License**

The County hereby grants to the CRCA the non-exclusive use of the Lands and the Facility for the purposes permitted within this License, and upon, subject to and in accordance with the terms, covenants and conditions contained within this License.

### **2.2 Surrender**

Upon the execution of this License by the parties, the Lease agreement between the parties dated November 1, 1980 shall terminate without further rights, remedies or interests whatsoever.

## **ARTICLE 3 – TERM OF LICENSE**

### **3.1 Term of License**

This License shall remain in full force and effect from the Effective Date until the earlier of termination (as contemplated within this License or otherwise) or the expiration of the Term. Save and except for as may be specifically provided for within this License, any renewals or extensions of the Term will be considered by the County on a case by case basis upon application made by the CRCA.

### **3.2 Option to Renew**

Notwithstanding the foregoing, provided that the CRCA is not then in default under the terms of this License, not later than one (1) year and not earlier than two (2) years prior to the expiration of the term granted herein, the CRCA may apply in writing to the County to renew this License for a further term of up to fifteen (15) years, commencing upon the expiration of the previous term. Upon receipt of such application, the County shall consider such request in accordance

with the County's then current policy governing Licenses of recreational facilities.

The renewal of this License shall be subject to the County's then current policies and regulations governing Licenses of recreational facilities, and subject to such policies and regulations, shall be on the same terms and conditions contained within this License, excluding this option to renew.

### **3.3 Termination**

Notwithstanding any provisions contained within this License may be terminated by the County on not less than one (1) years' written notice to the CRCA, provided that such termination shall not in any way relieve the parties from the performance of their respective obligations owing up to the termination date, together with those obligations which by their nature shall be performed after the effective date of termination, nor limit the recourse to any remedies available to either party at law, equity or otherwise.

## **ARTICLE 4 – LICENSE FEE AND COSTS**

### **4.1 LICENSE FEE**

The CRCA shall pay to the County the License Fee, in the manner and when required as further provided for within Schedule "A" attached to this License.

### **4.2 Goods and Services Tax**

All amounts or payments stated or otherwise contemplated within this License are deemed to be exclusive of Goods and Services Tax (or any other value added or sales tax replacing such tax) which tax, if applicable, shall be payable in addition to the amount required.

### **4.3 Costs**

Save and except for as specifically and expressly set forth within this License, the CRCA shall be responsible for and shall pay when due any and all costs, expenses, charges, rates and levies which in any way are associated with, pertaining to, or arising from the Lands or the Facility, including any and all costs expenses and charges associated with the operation, maintenance and repair of the Lands and the Facility and utilities supplied to the Lands and the Facility.

## **ARTICLE 5 - ASSIGNMENT AND SUBLICENSE**

### **5.1 Rental**

The CRCA shall have the right to enter into Rental agreements with third party groups and organizations without the written consent of the County.

### **5.2 Prohibited Assignment or Sublicensing**

Save and except for as specifically provided for within this License, the CRCA shall not assign or transfer this License, or any of the rights and privileges contained in this License, Sub-License the Lands or the Facility, nor consent to any person subletting, licensing, assigning or

otherwise parting with its interest in the Lands or the Premises, in each case either in whole or in part, without first obtaining the prior written consent of the County in each and every case. In this regard, any form of amalgamation or merger of the CRCA with any other entity, shall be deemed to be a prohibited assignment. Consent to any of the foregoing may be withheld by the County.

Without restricting the foregoing, Sub-Licenses shall be subject to the execution of a sub-License agreement acceptable to the County, and any additional use limitations and/or insurance requirements as may be imposed from time to time as part of the County's consent and approval or the requirements of the Policies and Procedures. No assignment of this License or any of the rights set forth herein (whether or not consented to by the County) nor any sublicense of any portion of the Lands or the Facility shall in any way relieve the CRCA from its obligations under this License and the CRCA shall remain obligated to fulfill all of the obligations hereunder.

## **ARTICLE 6 – PERMITTED USE**

### **6.1 Permitted Use**

The CRCA covenants and agrees with the County that the CRCA may use the Lands and the Facility solely for the purposes of the Permitted Use upon, subject to and in accordance with the terms, covenants and conditions contained within this License as well as the Policies and Procedures.

### **6.2 Operational Requirements**

Without restricting in any manner whatsoever the generality of the foregoing, CRCA shall:

- (a) operate the Lands and the Facility in a first class standard and reputable manner, and in a manner befitting the character of the Lands and the Facility and the community standards;
- (b) act diligently and use all proper and reasonable efforts consistent with good business practice at all times;
- (c) use the Lands and the Facility only in accordance with the terms and provisions of this License; and
- (d) observe and comply with all agreements entered into by the County and affecting the Lands and the Facility (including, without restriction, licenses to permit utility crossings through the Lands), provided always that such compliance with agreements arising after the date of the execution of this License does not conflict with this License nor any other enforceable agreement affecting the CRCA's operations upon or within the Lands or the Facility.

### **6.3 Policies and Procedures**

The Policies and Procedures established by the County for the safe, secure, and efficient operation and maintenance of the Lands and the Facility:

- (a) may be implemented before or after the date of the execution of this License;

- (b) shall be of general application to all users of the Lands and the Facility;
- (c) without restricting in any manner the generality of the parties rights to mutually establish polices and procedures, the County may establish business hours or hours or operation applicable to the Lands and the Facility or to CRCA's operation of the Facility;
- (d) may be amended or replaced by the County from time to time, such amendments or replacements to be in full force and effect from and after the time that the amendments and/or replacements, as the case may be, are given by the County to CRCA; and
- (e) shall in all respects be observed and performed by the CRCA and CRCA shall cause such observance and performance by all its employees, agents, invitees, contractors, attendees, concessionaires and anyone else for whom CRCA is liable for at law.

The CRCA shall observe and comply with all Policies and Procedures implemented from time to time by the County. For the enforcement of all Policies and Procedures the County shall have available to it all remedies in this License provided for a breach of any provision of this License and all legal rights and remedies including injunction, whether or not provided for in this License, both at law and in equity.

#### **6.4 Community Use and Access**

The County reserves the right to require and permit open public access to the exterior grounds of the Lands for use by the public in common with the CRCA and its members and invites.

#### **6.5 Non-exclusive Use**

The CRCA acknowledges and agrees:

- (a) that its rights to enter upon and use the Lands and the Facility granted under this License shall not confer upon the CRCA any exclusive right whatsoever with respect to the use or occupation of the Lands, and that the CRCA shall have no claim to the Lands other than is herein provided;
- (b) that the rights of the CRCA are only personal in nature, and that nothing contained within this License shall be interpreted so as to confer upon the CRCA any legal or equitable state or interest in the Land;
- (c) that the County shall have the full right to occupy and use the Lands and the Facility in any manner whatsoever deemed appropriate by the County, provided that the County shall not unreasonably interfere with the rights conferred upon the CRCA. Without limiting the foregoing, the County reserves the right to reduce the area of the Lands provided that, to the extent such reduction materially adversely impacts the CRCA's use of the Facility, the County shall take reasonable steps to mitigate such impact.

#### **6.6 Compliance with Laws**

The CRCA shall:

- (a) comply with the provisions of the Societies Act (and any replacement or successor thereto) and shall annually, within five (5) days of filing of its annual return and balance sheet, submit a copy to the County;
- (b) carry out all its obligations hereunder in compliance with any and all statutes, bylaws, rules and regulations of any federal, provincial, municipal or other competent authority for the time being in force (including, without limitation, those dealing with health and safety matters and nuisances), and the CRCA shall not do or cause anything upon the Lands or the Facility in contravention thereof. The CRCA shall ensure that the Lands and the Facility are not used for any activity which, in the opinion of the County is a nuisance.

## **ARTICLE 7 – ACCEPTANCE**

### **7.1 Acceptance of Lands and the Facility**

The execution of this License by the CRCA shall be conclusive evidence, as against the CRCA, that the Lands and the Facility is accepted by the CRCA “as is, where is” as at the Effective Date. If the CRCA requires new connections to, or an extension of, a utility or other service to the Lands or Facility, the CRCA shall be responsible for the cost of such work and the supply of the new utility or service.

### **7.2 No Representations or Warranties**

The CRCA acknowledges and agrees that there are no warranties or representations given by the County to the CRCA, either express or implied, relating to all or any portion of the Lands or the Facility, nor the condition or quality of the foregoing, nor the suitability of the Lands or the Facility for the purposes intended by the CRCA. The CRCA has relied totally upon its own investigations of the Lands and the Facility and due diligence in entering into this License and is forever stopped from making any claim to the contrary against the County.

## **ARTICLE 8 – CLEANING, MAINTENANCE AND REPAIR**

### **8.1 CRCA's Obligations**

At all times during the Term the CRCA shall, at its sole cost and expense, properly and sufficiently repair, decorate, maintain, mend and keep the Lands and the Facility in good and substantial repair, and repair and maintain all fixtures, equipment and furniture which at any time during the Term are located or erected on or within the Lands or the Facility. Such repair and maintenance is to be performed by the CRCA when, where and as often as necessary to ensure the Lands and the Facility shall be clean and tidy at all times so as not to be offensive to the public. Without restricting the foregoing, the CRCA shall at its sole cost and expense:

- (a) maintain the Lands and the Facility, including the foundation, floors, ceilings, walls, roof, windows and building envelope together with any mechanical systems or other improvements located therein, including the CRCA's improvements and equipment, in a good and tenable condition throughout the term of this License and will make all necessary repairs thereto;

- (b) at all times keep the furniture and trade fixtures on the Lands and within the Facility in good order and condition and shall make all necessary repairs and replacements;
- (c) maintain the landscaping and other exterior improvements on the Lands in good order and repair;
- (d) maintain the sidewalks, parking areas and entrances in good repair including keeping such areas free of debris, snow and ice;
- (e) at all times maintain the Lands so as not to permit weeds designated as noxious and prohibited noxious under the Alberta Weed Control Act to grow upon the Lands, or to ensure that said weeds do not spread from the Lands to neighbouring lands;
- (f) carry out all janitorial services;
- (g) ensure that the drainage from the Lands is not in any way interrupted as a result of CRCA's occupation or use of the Lands; and
- (h) be responsible for those maintenance obligations identified within Schedule "B" attached to this License. The CRCA shall ensure that all of its maintenance and repairs as set out within this License shall be performed to a standard at least equal to the quality of the original work and material and shall meet the requirements of applicable municipal and/or governmental authorities and applicable fire insurance underwriters. All maintenance and repairs to be carried out by the CRCA as set forth herein are to be handled expeditiously and in a good workmanlike manner.

## **8.2 County May Repair**

If the CRCA fails to carry out any of its obligations as required in this Article and further, if within ten (10) days (or such other period as the County determines is reasonable in the circumstances) of receipt of notice from the County to carry out such obligation or obligations the CRCA fails to do so, the County may (but is not obligated to), without prejudice to any of its other rights under this License or otherwise, carry out such obligation(s) without liability to the CRCA for any loss or damage of any kind by reason thereof and, upon completion thereof, the CRCA shall, on demand, pay the County's cost of carrying out such obligation(s).

## **8.3 County Not Responsible**

The County shall not be liable for any loss or damage to any person or property arising from its failure to maintain or repair in accordance with this Article 8 and the CRCA releases the County accordingly and is forever stopped from making any claim against the County to the contrary.

# **ARTICLE 9 – ALTERATIONS AND IMPROVEMENTS**

## **9.1 Alterations and Improvements**

The CRCA shall not, without first obtaining the County's written approval:



- (a) make or cause to be made any alterations to the Lands or the Facility provided however, that temporary improvements such as equipment and other items may be installed in support of any event taking place at the Facility (pursuant to the provisions hereof) if such improvements or the removal thereof do not damage the Facility or any part thereof; or
- (b) dig or excavate, nor erect any buildings, foundations, pits, fences, improvements or structures, upon the Lands or in the Facility.

## **9.2 Plans and Specifications**

Prior to the construction of any alterations or improvements upon or within the Lands or the Facility, which such alteration or improvement shall be constructed at the sole cost of CRCA, CRCA shall:

- (a) instruct CRCA's contractor(s) or engineering consultant(s) to prepare plans depicting the alterations or improvements in accordance with County's standards and requirements together with the estimated costs of constructing and installing the alterations or improvements, satisfactory to the County; and
- (b) submit the plans to the County for review and acceptance by the County, and receive the County's approval and acceptance of such plans, which such approval may be withheld in the sole discretion of the County.

## **9.3 Alterations and Improvements**

The County's approval shall be subject to such conditions as the County deems appropriate on a case by case basis. Further, upon the expiration or earlier termination of this License, the County may, by written notice to the CRCA, require that the CRCA remove all chattels, fences and other property or improvements of any kind whatsoever belonging to or installed by the CRCA from the Lands and the Facility and restore the Lands and the Facility to a level and condition equivalent to that which existed prior to the commencement of this License, save and except any grass, trees, and shrubs. If the CRCA fails or neglects to restore the Lands and the Facility and remove any and all property of the CRCA from the Lands and the Facility within ten (10) days of the expiration or termination of this Agreement, the County shall have the right, but shall not be obligated, to take such action as is reasonably necessary in the sole discretion of the County to remove all property of the CRCA from the Lands and the Facility, and to restore the Lands and the Facility to the required condition. The CRCA agrees that the County shall not be responsible for any property of the CRCA thereby removed from the Lands or the Facility, and further agrees to reimburse the County forthwith without demand for the cost of any and all such action performed by the County, its servants, contractors or agents pursuant to this clause.

# **ARTICLE 10 – COUNTY'S RIGHT TO USE AND ACCESS THE LANDS AND THE FACILITY**

## **10.1 Access**

In fulfilling its obligations pursuant to this License, and in addition to the County's rights to enter the Lands and the Facility as set forth elsewhere within this License, the County shall be entitled to enter the Lands and the Facility at all times, and in a manner which does not unreasonably prevent the CRCA from complying with its obligations hereunder (unless circumstances make this unavoidable, as determined by the County) by its authorized employees or agents to

inspect the Lands and the Facility and may direct that all reasonable repairs be made by the CRCA at its expense. Without restricting the foregoing, the County may enter the Lands and the Facility at any reasonable time during business hours for any purpose and at any time during an emergency as determined by the County.

## **10.2 Alterations**

Notwithstanding anything contained within this License, the County shall be entitled to utilize or grant licenses to third parties to utilize portions of the Lands for the purposes of constructing, operating and maintain any public utilities; provided always that the said use shall not prevent or unreasonably interfere with the continued use of the Lands and the Facility by the CRCA for the Permitted Use. In the event that the County deems it necessary or appropriate to cause or allow the County or third parties to construct, install or perform work for such purpose upon or within the Lands, the CRCA shall in no way interfere or hinder the construction, installation, repair or maintenance undertaken by the County or any person to whom the County has granted such permission, and further, the CRCA shall forthwith upon the request of the County, execute such further documentation as deemed appropriate in the sole discretion of the County for the purposes of expediting or permitting the construction, installation or performance of such work within the Lands or Facility by the County or any nominee of the County.

## **ARTICLE 11 - CRCA's COVENANTS**

### **11.1 Covenants**

The CRCA further covenants and agrees with the County:

- (a) to not, either during the term of this License or at any time thereafter, directly or indirectly, by any means in any capacity and for any reason whatsoever, furnish to or disclose to any individual, firm or corporation any knowledge of information concerning the business or affairs of the County, or the Lands or the Facility which the CRCA may acquire;
- (b) to not carry on, nor permit to be carried on, any business or activity within any part of the Lands and the Facility which is or may be deemed to be a nuisance to any person;
- (c) to not use, nor permit the use of, all or any portion of the Lands and the Facility for any purpose other than:
  - (i) the Permitted Use; and
  - (ii) such other activities and/or services as are reasonably necessary for or conducive to the Permitted Use, and are incidental to but consistent with the Permitted Use;
- (d) to keep and maintain their status as a validly subsisting society under the *Societies Act* (Alberta) and all amendments thereto;
- (e) to use its best efforts to maximize use of the Lands and the Facility by all interested persons pursuant to the provisions hereof;

- (f) to ensure that all of the warranties and representations given by the CRCA herein continue to remain in force and effect during the term hereof;
- (g) in carrying out its Permitted Use and its obligation under this License, to exercise the degree of care, skill and diligence as would a normal, prudent owner or tenant of premises similar to the Lands and the Facility, as the case may be;
- (h) to obtain, pay for and maintain in good standing while this License is in force and effect, all at its own expense, all necessary permits or licenses required in connection with the operation of the CRCA and adhering to all of its other obligations hereunder. The grant of this License to use the Land and the Facility by the County is only a grant of a license and shall not be construed that the County in its capacity as a municipal government has granted any permit or lease;
- (i) to ensure that all their employees, agents, contractors, invitees, attendees and anyone else to whom the CRCA is liable at law, each comply with all provisions of this License and all security, safety, emergency, evacuation and access policies, procedures, rules or regulations of the County in effect from time to time respecting the operation of the License. Further, the CRCA shall be responsible for all property and the safety of all its employees, agents, contractors, invitees, attendees and anyone else for whom the CRCA is liable for at law;
- (j) to resolve or rectify any breach and to correct, discipline or remove any employee, agent or contractor who is unsatisfactory to the County, acting reasonably, with any costs, expenses, claims or damages associated with such removal to be the responsibility of the CRCA, as the case may be;
- (k) to cause those for whom it is liable at law (including, without limitation, all its employees, invitees, attendees, facility users and contractors) to be bound by all the provisions of this License; and
- (l) to maintain an up-to-date inventory of its own equipment and chattels which are located in the Facility and on the Lands and provide the same to the County from time to time on demand.

## **ARTICLE 12 – WARRANTIES AND REPRESENTATIONS OF CRCA**

### **12.1 Warranties and Representations**

The CRCA represents and warrants with and to the County and acknowledges that the County is relying upon such representations and warranties as follows:

- (a) the CRCA has been incorporated and organized under the laws of the Province of Alberta;
- (b) the CRCA has sufficient skills, knowledge, expertise and resources, including qualified and competent personnel, and further that all necessary agreements and other arrangements are in place (including access to all necessary equipment and computer technology), as the case may be, to perform and otherwise adhere to all of its obligations under this License;

- (c) the CRCA is in good standing under any and all contracts, licenses and undertakings to which it is a party or subject to, as the case may be, where failure to be in good standing may materially adversely affect its ability to provide all or any of its obligations pursuant to this License;
- (d) the CRCA is in full compliance with all laws and regulations of any public authority relating to the conduct of its business and has all required permits, licenses, certificates, and authorizations necessary for its business and to carry out its obligations under this License and there are no proceedings whatsoever, actual or pending, and whether concerning cancellation, extension or otherwise relating to the said permits, licenses, certificates or authorizations;
- (e) the CRCA has filed all Canadian, provincial and local tax returns required to be filed and has paid all taxes due and payable; and
- (f) the CRCA has control of, all necessary equipment and other support materials in order to provide observe and perform all of the CRCA's obligations contained in this License.

The above representations and warranties made by the CRCA shall continue in full force and effect for the benefit of the County and, without further action or notice, be deemed to be true, complete and correct as at the date of the execution of this Agreement with the same effect as though made again at and as of that time.

## **ARTICLE 13 - INSURANCE**

### **13.1 CRCA's Insurance**

The CRCA shall, during the whole of the Term, take out and maintain, at the CRCA's sole expense and in such form and with such insurers as the County may reasonably approve:

- (a) all risks insurance upon all property from time to time located upon or within the Lands or the Facility owned by the CRCA or for which the CRCA is legally liable, all in an amount equal to the full replacement value thereof including, without restriction, the CRCA's equipment and property located within or upon the Lands or the Facility;
- (b) comprehensive general liability insurance including coverage of liability for bodily injury, death and property damage occurring in or about the Lands or the Facility in the amount of not less than Five Million (\$5,000,000.00) Dollars inclusive, for any one occurrence;
- (c) during any periods of construction upon the Lands, all risks builders insurance covering the buildings or improvements under construction; and
- (d) replacement costs property coverage covering the Facility

together with such other insurance or coverage as the County may reasonably require from time to time. The County shall have the right to require the minimum limits of this insurance to be increased if the County, acting reasonably, determines that such increase is necessary in light of the activities and risks occurring upon or within the Lands or the Facility by providing to the

CRCA written notice of the increased limit, in which case, the CRCA shall obtain and maintain the aforesaid insurance during the term of this License for the increased limit. All such coverage shall be upon such terms and with such insurers acceptable to the County, all as the County may reasonably determine from time to time. Each of the said insurance policies shall provide that the respective insurers shall give to the County thirty (30) days' prior written notice of cancellation or alteration of such policies and further, shall name the County as an additional insured (except for coverage as referred to in subsection (a)). Further, each policy shall contain a waiver of cross-claim and subrogation against the County, its servants, agents and employees and shall protect and indemnify both the CRCA and the County.

### **13.2 Certificates of Insurance**

Certificates of insurance or, if required by the County, certified copies of each such insurance policy, as the case may be, evidencing any of the insurance required to be obtained and maintained by the CRCA hereunder will be delivered to the County upon demand. Further, the acquisition and maintenance by the CRCA of the insurance policies as required pursuant to this Article shall, in no manner whatsoever, limit or restrict the liability of the CRCA to the County under this License or the County's ability to enforce its rights as against the CRCA under this License. If any insurance policy upon the Lands and the Facility or any part thereof is cancelled or threatened to be cancelled by reason of the use or occupancy by the CRCA or any act or omission as aforesaid, the CRCA shall forthwith remedy or rectify such use, occupation, act or omission upon being requested to do so by the County.

### **13.3 County's Insurance**

The County shall maintain such liability and building insurance for the Lands and the Facility as the County, in its sole discretion, feels is necessary. The CRCA shall be responsible for any deductibles payable by the County as a result of any insurance claims arising due to the use or occupation of the Lands or the Facility by the CRCA. The CRCA acknowledges and agrees that any equipment or other personal property not owned by the County shall not be covered under any of the County's policies of insurance, and consequently shall be at the sole risk of the CRCA and the CRCA's own coverage under Section 13.1 of this License.

### **13.4 CRCA's Sole Risk**

The CRCA acknowledges and agrees that all property of the CRCA which may hereafter be located on, under, or over to the Lands or the Facility shall be at the sole risk of the CRCA, and the County shall not be liable for any loss or damage thereto, howsoever occurring and the CRCA hereby releases the County from all actions, claims, demands, suits or proceedings whatsoever in respect of any such loss or damage.

## **ARTICLE 14 – SUBSTANTIAL DAMAGE AND DESTRUCTION**

### **14.1 Substantial Damage or Destruction**

In the event that the Facility is damaged or destroyed by any cause whatsoever (other than an intended demolition, as permitted or contemplated within this License), unless otherwise agreed to by the parties the CRCA shall promptly repair such damage to the limits of the proceeds of insurance that the CRCA is required to maintain pursuant to this License.

### **14.2 Distribution of Insurance Proceeds**

Unless otherwise agreed to by the parties, the proceeds of any insurance to be maintained by the CRCA under this License which are received by the County and/or the CRCA as a result of the damage or destruction of the Facility, or a portion thereof, shall be applied to the costs of repairing, replacing, or reconstructing the Facility.

## **ARTICLE 15 – INDEMNITY, SECURITY, LIENS**

### **15.1 CRCA's Indemnity**

The CRCA shall at all times and without limitation, indemnify and save harmless the County, its elected or appointed officials, officers, employees, contractors and agents of and from and against 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 elected or appointed officials, officers, employees, contractors and agents 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:

- (a) any act or failure to act, as the case may be, of the CRCA and/or any of those persons for whom the CRCA is responsible at law (including without limitation, any of the CRCA's employees, agents, contractors, invitees, attendees or volunteers);
- (b) any breach, violation or non-performance of any representation, warranty, obligation, covenant, condition or agreement contained in this License to be fulfilled, kept, reserved or performed, as the case may be, by the CRCA;
- (c) personal injury or death or damage to any property, as the case may be, relating directly or indirectly to the use or occupation of the Lands or the Facility or to any part thereof; or
- (d) the alteration, postponement, interruption, cancellation or termination of any proposed or actual use of all or any part of the Lands or the Facility by the CRCA or any other person or otherwise arising.

The County shall give the CRCA notice of any liability, loss, cost, damage, legal fee, disbursement, fine, penalty, expense, action, claim, demand or proceeding for which the CRCA may be liable under this Section within a reasonable period of time after the County becomes aware of the same. The CRCA shall be entitled, at its expense and acting reasonably as determined by the County, to participate in any negotiations, to assume the defence of any action or proceeding and to settle for monetary damages any claim in respect of which indemnification is sought under this Section provided however, that the CRCA shall not settle or compromise any such claim without the prior written consent of the County. The provisions of this Section shall survive the expiration or termination of this License, and are in addition to and shall not prejudice any other rights of the County at law or in equity.

### **15.2 Personal Injury and Property Damage**

Notwithstanding anything in this License to the contrary, neither the County nor any of its servants, agents and employees, representatives or officers, as the case may be, shall, except

as directly caused by the gross negligence of the County, in any way whatsoever be liable or responsible for:

- (a) any loss or damage of any nature whatsoever, howsoever caused, to any property belonging to the CRCA or to any other person while such property is in or about the Lands or the Facility;
- (b) any injury or death, howsoever caused, to any person while in or about the Lands or the Facility; or
- (c) any special, incidental or consequential damages for loss of profits, for loss of goodwill, for loss of use, for loss of savings or revenue, costs of capital, or the claims of third parties arising in any way whatsoever (including, without limitation, arising by virtue of the fact that any or all utilities are not being supplied to the Facility or due to any existing or intended event not occurring at the Facility or the Lands).

Further, the CRCA hereby waives and releases, on behalf of itself and those for whom it is responsible at law, any and all claims against the County for any matter, cause or event as described in this Section and the CRCA shall be forever stopped from advancing any such claims against the County.

### **15.3 Encumbrances and Liens**

The CRCA shall:

- (a) do no act which will encumber the Lands or the Facility; and
- (b) immediately upon demand by the County, remove or cause to be removed, and thereafter institute and diligently prosecute any action pertinent thereto, any builders' or other lien or claim of lien noted or filed against or otherwise constituting an encumbrance on any title of the County. Without limiting the foregoing obligations of the CRCA, the County may cause any such lien to be removed, in which case the CRCA shall pay to the County the cost thereof, including the County's complete legal costs (on a solicitor and his own client full indemnity basis), on demand.

## **ARTICLE 16 – DEFAULT, REMEDIES, TERMINATION**

### **16.1 Default**

If and whenever:

- (a) the CRCA shall become insolvent or commit an act of bankruptcy or become bankrupt or take the benefit of any Statute that may be in force for bankrupt or insolvent debtors or become involved in voluntary or involuntary winding up, dissolution or liquidation proceedings, or if a receiver or receiver and manager shall be appointed for the affairs, business, property or revenues of the CRCA; or
- (b) the CRCA is dissolved, is subject to an application to wind up, or otherwise fails to remain in good standing under applicable legislation pursuant to which it is

incorporated, organized or otherwise created;

- (c) the CRCA fails to hold a duly convened general meeting of its members for a period of twelve (12) months;
- (d) the Lands or the Facility shall, without the prior written consent of the County, be used by any persons other than the CRCA or it permitted assigns or sub-tenants for any purpose other than that for which they were Licensed or occupied, or by any persons whose occupancy is prohibited by this License;
- (e) the Lands or the Facility shall be vacated or abandoned by the CRCA;
- (f) the CRCA shall release or permit the release of any toxic or hazardous substance in or on the Lands or the Facility, or cause or permit to be caused any other detrimental environmental condition on or to the Lands or the Facility;
- (g) subject to the foregoing, if the CRCA neglects or fails to observe, perform or comply with each and every of its covenants or obligations under this License and shall persist in such neglect or failure after ten (10) days following written notice from the County requiring that the CRCA cure such neglect or failure or, in the case of any such neglect or failure which would reasonably require more than ten (10) days to cure but could be cured within a commercially reasonable period of time, all as determined by the County acting reasonably, unless the CRCA shall commence rectification as soon as reasonably possible within the said ten (10) day notice period and thereafter promptly and diligently and continually proceed to cure such neglect or failure within such commercially reasonable period of time; or
- (h) without limiting the generality of the foregoing, if the CRCA fails to observe, perform or comply with each and every of its covenants or obligations under this License, regardless of whether such failure is considered material, more than three (3) times during the term of this License or renewal thereof;
- (i) then, in each of such events which are events of default, at the option of the County, and in addition to and without prejudice to any other rights or remedies the County may have hereunder or at law or equity (including, without limitation, injunctive relief), the County may do all or any of the following, namely, enter upon the Lands and the Facility, expel all occupants thereof utilizing such force as it may deem reasonably necessary for the purpose thereof, remove all property of the CRCA from the Lands and the Facility and terminate this License. The CRCA hereby releases the County from all actions, proceedings, claims and demands whatsoever for or in respect of any action taken by the County in the event of a default by the CRCA as aforesaid.

## **16.2 County May Perform**

Subject to the provisions of Article 16.1 of this License, if the CRCA shall fail to observe, perform or comply with any of its covenants, agreements or obligations under this License, the County may, but shall not be obliged to, at its discretion and without prejudice to any other right, claim or action it may have, rectify such non-observance, non-performance or non-compliance, as the case may be, whether or not performance by the County on behalf of the CRCA is



otherwise expressly referred to in the applicable Section of this License. For such purpose the County may make any payment or do or cause to be done such things as may be required including, without limiting the generality of the foregoing, entry upon the Lands or the Facility. Any such performance by or at the behest of the County shall be at the expense of the CRCA and the CRCA shall pay such costs or expenses plus an administration charge of 15% to the County on demand.

### **16.3 Costs and Interest**

In addition to and without derogating from the provisions of Section 16.1 of this License, all costs, expenses and expenditures, incurred by the County in exercising any of its rights upon any default by the CRCA hereunder, including, without limitation, the legal costs incurred by the County on a full indemnity basis as between solicitor and his own client shall, forthwith on demand, be paid by the CRCA to the County on demand. All other sums due to the County pursuant to the terms of this License shall be paid by the CRCA promptly when due, and if not so paid, shall bear interest from their respective due dates at the rate of Seven (7%) percent per annum, both before and after default, demand and judgment.

### **16.4 Obligations upon Termination or Expiry**

Upon expiry of the Term of this License or earlier termination of this License and, in addition to the other obligations of the CRCA as set forth herein, the CRCA shall, at its sole cost:

- (a) vacate and leave the Lands and the Facility and all fixtures in the same state and condition as it was in as at the Effective Date subject to only reasonable wear and tear, provided however that if any part of the Lands or the Facility is replaced, upgraded, or constructed upon after the Effective Date, then such part shall be left in the same state and condition as it was in immediately after such replacement, upgrade or construction, as the case may be, subject only to reasonable wear and tear thereafter; and
- (b) immediately surrender all keys to the Facility to the County and shall inform the County of all combinations to locks, safes and vaults, if any, in the Facility.

### **16.5 Improvements**

Upon the expiration or earlier termination of this License, all buildings and improvements on the Lands, including all buildings and improvements which the CRCA or its predecessors has constructed on, or made to the Lands, shall automatically become the property of the County and the Lands and the Facility shall be surrendered to the County as sole legal and beneficial owner without compensation or payment.

## **ARTICLE 17 – GENERAL PROVISIONS**

### **17.1 Registration**

Neither the CRCA nor anyone on the CRCA's behalf or claiming under the CRCA shall register this License or any instrument relating to this License against the Lands.

### **17.2 Notices**

Except as otherwise described herein, any notice to be given by any party to the other party shall be delivered or mailed by pre-paid registered mail to the address of the party to whom it is intended as hereinafter set forth:

If to the County then:

ROCKY VIEW COUNTY  
911 – 32 Avenue N.E.  
Calgary, Alberta T2E 6X6  
Ph: (403) 230-1401  
Fax: (403) 277-5977

**Attention:** \_\_\_\_\_

If to the CRCA then:

CHESTERMERE REGIONAL COMMUNITY ASSOCIATION

Ph: (403) \_\_\_\_\_  
Fax: (403) \_\_\_\_\_

**Attention:** \_\_\_\_\_

or to such other address as a party may from time to time direct in writing. Any notice delivered as aforesaid shall be deemed to have been received on the date of delivery and any notice mailed as aforesaid shall be deemed to have been received four (4) days after the date it is postmarked. If normal mail service is interrupted by strike, slow-down, force majeure or other cause after the notice has been sent the notice will not be deemed to be received until actually received. In the event normal mail service is impaired at the time of sending the notice, then personal delivery only shall be effective.

### **17.3 Survival**

The provisions of this License which, by their context are meant to survive the expiry or earlier termination of this License shall survive the expiry or earlier termination of this License, as the case may be, and shall not be merged therein or therewith and further, shall bind the parties accordingly.

### **17.4 Counterparts**

This License may be executed in several counterparts, each of which when so executed shall be deemed to be an original, and such counterpart shall constitute the one and the same instrument and notwithstanding their date of execution shall be deemed to bear date as of the date of this License.

### **17.5 Enurement**

This License shall ensure to the benefit of and be binding upon the parties hereto, their respective successors, the assigns of the County and the respective successors and permitted assigns of the CRCA.

IN WITNESS WHEREOF the parties hereto have executed this License as of the date first above written.

ROCKY VIEW COUNTY

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

CHESTERMERE REGIONAL COMMUNITY  
ASSOCIATION

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Please Print Name

SCHEDULE "A"

Payment Schedule

1. The CRCA shall pay to the County Rent of ten (\$10.00) dollars, payable in advance on the first day of each renewal term
2. In addition to other payments to be made by the CRCA pursuant to the provisions of this License, the CRCA shall pay all business, sales, equipment, machinery or other taxes, charges and license/permit fees levied or imposed by any competent authority respecting the business conducted, and the sales and income received, by the CRCA upon or within the Lands or the Facility, as well as respecting the CRCA's equipment.

SCHEDULE "B"

Maintenance Obligations

Further or in addition to the provisions of Section 8.1 of this License, the CRCA shall carry out the following maintenance and repair obligations at its sole cost to the reasonable satisfaction of the County:

1. Maintenance and Repair – maintain and repair all structures, improvements and fixtures comprising the Lands and the Facility, or otherwise contained within the Facility, to a condition substantially similar to the condition as existed as of the Effective Date or on the date upon which the items were installed within or located upon the Lands or the Facility (reasonable wear and tear excepted);
2. Preventative Maintenance - preventive maintenance for the Lands, the Facility and the Equipment in accordance with such preventive maintenance plan as may be reasonably required by the County so as to ensure the condition required under this License;
3. Janitorial Services – perform all janitorial and cleaning services as required from time to time in order that the Lands and Facility and all constituent parts thereof are, at all times, in a clean and first-class condition, all as determined by the County, acting reasonably;
4. Garbage Services - not allow any refuse, garbage or other loose or objectionable or waste material to accumulate in or about the Lands or the Facility, and shall dispose of the same in accordance with applicable regulations and laws. The CRCA shall contract, obtain or otherwise perform all services necessary to remove and properly dispose of all garbage and solid waste produced or otherwise located upon or within the Lands or the Facility;
5. Yard Maintenance – perform all yard maintenance services as required from time to time in order that the Lands and all constituent parts thereof are, at all times, in a clean and first-class condition, all as determined by the County, acting reasonably
6. Snow Removal (Exterior Areas) – ensure all sidewalks, entrances and Parking Areas are kept free of snow and ice;
7. Equipment - the CRCA shall maintain and repair and keep in good condition any and all of its equipment and chattels located from time to time upon or within the Lands or the Facility;
8. \_\_\_\_\_ - \_\_\_\_\_;
9. \_\_\_\_\_ - \_\_\_\_\_.