

CYZU Agricultural Land Use Contract

Notice to Proponents: This agreement is included so bidders can review the terms before submitting a proposal. The successful bidder will be required to sign this agreement after the contract is awarded. The agreement date, bidder information, annual payment amount, and any other required details will be completed at that time.

THIS LICENSE AGREEMENT made this 1st day of **xxxx**, AD. 2026.

BETWEEN:

WOODLANDS COUNTY
P.O. Box 60, #1 Woodlands Lane
Whitecourt AB T7S 1N3

(hereinafter referred to as "The County"),

OF THE FIRST PART

- and—

BIDDER NAME

BIDDER ADDRESS

BIDDER PHONE NUMBER

(hereinafter referred to as "the Purchaser")

OF THE SECOND PART

WHEREAS the County is the owner/operator of the Whitecourt Airport and the land adjacent to the airport which is situated within the boundaries of the County;

AND WHEREAS the County wishes to sell standing hay on +/- 122 acres of land adjacent to the Whitecourt Airport and more particularly described as follows:

NW 29-59-12-W5M
Section 31-59-12-W5M
Pt. NE 30-59-12-W5M
SW 32-59-12-W5M
Pt. NE 36-59-13-W5M

(hereinafter referred to as the "Property"), and to grant the Purchaser a license to access the Property in order to harvest forage crops (the "Project").

Bidders Initials_____

AND WHEREAS the Purchaser has submitted a proposal pertaining to the Project and has the necessary resources and expertise to provide such services;

NOW THEREFORE the Parties to this License Agreement, in consideration of the mutual terms, covenants and conditions hereinafter contained, agree as follows:

Bidders Initials_____

1. GRANT OF LICENSE:

The County hereby grants to the Purchaser a license to access the Property for the sole purpose of completing the Project (the "License"), and the Purchaser hereby accepts the grant of License, subject to the terms and conditions set out herein.

2. TERM OF LICENSE AGREEMENT:

(a) Initial Term

The initial term of this License Agreement shall be for a period commencing on the **1st day of January 2027 to and including the 31st day of December 2027** (the "Initial Term").

(b) Renewal Option

Upon the expiration of the Initial Term, the Purchaser shall have the option to renew this License Agreement for a further two-year term. (the "Renewal Term") with the same rate of payment as specified in Section 3, subject to the consent of the County. The Purchaser shall notify the Chief Administrative Officer of the County in writing of their wish to access the extension option at least 30 days prior to the expiration date of December 31, 2031

3. PAYMENT:

The Purchaser shall pay to the County on, or prior to, January 1st in each and every year of the Initial Term or the Renewal Term (as applicable), an amount equal to:

\$ _____ per acre x 122 acres, which is equivalent to:

_____ **per annum, NOT including GST** (the "Rent").

PRINT NAME OF BID SUBMITTER _____

SIGNATURE OF BID SUBMITTER _____

4. PURCHASER'S COVENANTS:

The Purchaser hereby covenants and agrees as follows:

- (a) The Purchaser shall pay Rent at the times and in the manner herein provided and observe all covenants and obligations of the Purchaser herein;
- (b) The Purchaser shall arrange for, and supply, the necessary materials, labour, equipment, expertise, supervision and any incidentals required to complete the Project according to the terms and conditions outlined in this License Agreement, and to pay all costs associated therewith;
- (c) The Purchaser shall use the Property for the purpose of completing the Project and for no other purpose whatsoever;

Bidders Initials _____

- (d) The Purchaser agrees it shall not allow the entry of any persons onto the Property for any reason other than for completing the Project;
- (e) The Purchaser shall provide forty-eight (48) hours' notice to the administrator of the Vendor, the director, of infrastructure services, or his representative (collectively, the "Director"), prior to entering onto the Property;
- (f) The Purchaser may only harvest all areas seeded to hay or annual crop (Rye, Canola, Timothy Grass, Alfalfa, Or Clover)
- (g) The hay bales shall be dropped in areas beyond the airport flight path
- (h) The Purchaser shall not stack hale bales on the Property;
- (i) The Purchaser shall remove all hay bales or crops from the Property within 14 days after production of same;
- (j) Unless otherwise consented to by the director The Purchaser must always remain at least 60 meters away from all center lines of paved surfaces. Must remain 90 meters away from threshold 11 and 160 meters away from threshold 29.
- (k) The Purchaser must ensure all fencing and structures at the Property are undisturbed;
- (l) The Purchaser must remove all machinery and equipment from the work area every day and park the same in a location approved by the Director so as not to impede the flight path in any way;
- (m) The Purchaser must ensure that all man-made ditching is maintained, not altered;
- (n)The Purchaser must repair any areas damaged caused by use(rutting)
- (o)That the Purchaser shall ensure that all work required to complete the Project shall be done in a proper and workmanlike manner as specified by the County;
- (p)The Purchaser shall comply with present and future laws, regulations and orders relating to occupation and use of the Property and abide by accepted agricultural procedures and any applicable governmental rules and regulations while completing the Project and operate in a manner necessary to maintain eligibility in respect of the Property's assessment under the *Municipal Government Act* (Alberta);
- (q)The Purchaser shall not suffer, permit or commit any waster or nuisance on the Property and to carry out the Project on the Property so as to comply with all applicable present and future federal, provincial, municipal, local, governmental or quasi-governmental laws, by- laws, rules, regulations, licenses, municipal guidelines, directives, permits, decisions or requirements concerning public health and safety or the environment and any order, injunction, judgment, declaration, notice or demand issued thereunder ("Environmental Law");

Bidders Initials_____

- (r) The Purchaser shall not remove sand, gravel, topsoil, minerals, stone, clay or petroleum products from the Property (or under the surface of the Property);
- (s) The Purchaser shall not accumulate, permit or allow the accumulation of any waste material, debris, refuse or garbage or allow any site contamination, including but not limited to, chemicals, oil spills, hydrocarbons or any other waste materials on the Property; and
- (t) That the Purchaser agrees to ensure that when using County premises, he will comply with all security regulations in effect at such premises
- (u) The Purchaser must obtain an AVOP (Airport Vehicle Operator Permit) from the airport and follow all requirements
- (v) The airport reserves the right to travel across the area and is not responsible for any damage. (use will be limited to airport operations or emergencies)

5. IMPROVEMENTS:

The Purchaser shall not install or cause to be installed any improvements, structures or permanent fixtures on the Property without the prior written consent of the County, and on termination of this License Agreement, any such improvements, structures or fixtures shall be removed at the sole discretion of the County and at the cost of the Purchaser.

6. ACCESS:

It shall be lawful for the County or its agents to enter upon the Property and every part thereof at reasonable times, to view, inspect and examine the state and condition thereof, or to show the Property for the purpose of leasing, sale, financing and development.

7. INDEMNITY:

- (a) The Purchaser acknowledges and agrees that the County shall not be liable or responsible to the Purchaser for any injury to any person or for the loss of or damage to any property of the Purchaser or any other person in respect of any occurrence during the Initial Term or the Renewal Term as applicable, arising from any act of omission in, upon, at, or relating to the Property, or any part thereof or from the ownership, occupancy or use of the Property in any such case, except to the extent that such injury or damage to property is caused by the gross negligence of the County or its servants, agents or any other persons for whom the County is responsible.
- (b) The Purchaser agrees to indemnify and hold harmless the County and its agents and successors from and against all claims whatsoever advanced by any person for any injury, damages or loss of any nature related to, occasioned by or arising out of any default by the County hereunder, (including but not limited to any claims advanced against the County by any third party resulting from the Purchaser's breach of the

Bidders Initials_____

provisions of section 4(p) herein) the use and occupation of the Property by the Purchaser during the Initial Term or the Renewal Term as applicable, and those arising in connection with any act or omission by the Purchaser, his employees or agents in connection with the work done by the Purchaser pertaining to the Project, except to the extent that such injury, damages or loss is caused by the gross negligence of the County, or its servants or agents or any other persons for whom the County is responsible at law.

- (c) In any and every event in which the County is made a party to any action, suit or proceeding in respect of a claim to which the Purchaser's obligation to indemnify and hold the County harmless under this License Agreement extends, the Purchaser shall pay all costs of the County in connection with such litigation including legal costs, on a solicitor-client basis, and if so, requested by the County, defend such action, suit or proceeding in the name of the County.

8. INSURANCE:

- (a) The Purchaser shall maintain liability insurance on an occurrence basis, against claims for bodily injury (including death), personal injury and property damage in or about the Property, contractual liability, non-owned automobile liability, and owner's and contractors' protective liability, on a comprehensive basis and in amounts which are from time to time acceptable to a prudent license holder in the community in which the Property is located, but not less than \$5,000,000.00, or such other amount in excess thereof available to Purchaser, in respect of each occurrence;
- (b) The Purchaser shall maintain any other form of insurance, in such amounts and against such risks as the County may, acting reasonably, require.
- (c) The Purchaser shall provide proof of any and all insurance required by the County to the County upon request.

9. TERMINATION:

- (a) The County shall reserve termination rights as outlined in subsections 9(a)(i) and 9(a)(ii) below:
 - (i) Should the County, at their sole discretion, deem that the Purchaser has failed to fulfill the terms of this License Agreement, the County may then terminate this License Agreement at any time upon provision of seven (7) days' written notice to the Purchaser,
 - (ii) That the County may, if the Property is required for any purpose, terminate this License Agreement upon provision of six (6) months' written notice to the Purchaser.
- (b) Upon expiry or earlier termination of this Agreement as set out above, the Purchaser shall leave the Property in the same or better state of repair as the Property was in when the Purchaser was first granted the License, subject to inspection by the Director. Upon the County's request, the Purchaser shall remove any improvements or

fixtures and make good any damage caused by such removal.

10. GENERAL:

- (a) This License Agreement shall be construed and governed by the laws of the Province of Alberta.
- (b) This License Agreement shall not be assigned without the express written consent of the County.
- (c) It is mutually covenanted and agreed between the Parties hereto that if any clause or provision of this License Agreement is held to be illegal, invalid or unenforceable, then in that event, it is the intention of the Parties hereto that the remainder of the License Agreement shall remain in force.
- (d) Time shall be of the essence of this License Agreement.
- (e) This License Agreement and everything herein contained shall enure to the benefit of and be binding upon and enforceable by the Parties hereto, their respective administrators, successors and, where permitted, assigns. In this License Agreement the term "Purchaser" shall, unless the context otherwise requires, mean and include the Purchaser, its successors and assigns, and the term "County" shall wherever used herein include and extend to the successors and permitted assigns of the County.
- (f) There is no promise, representation or undertaking by or binding upon the County except as are expressly set forth in this License Agreement, and this License Agreement contains the entire Agreement between the Parties hereto.
- (g) No amendment, modification or supplement to this License Agreement shall be valid or binding unless set out in writing and executed by the County and the Purchaser.
- (h) This License Agreement may be executed in any number of counterparts and may be delivered originally, by facsimile or by email in portable document format ("PDF"), and each such original, facsimile copy or PDF copy when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute one and the same instrument. Execution may be accomplished by wet ink signing, insertion by the signatory of an image of a wet ink signature, or by means of an electronic signature pursuant to the *Electronic Transactions Act* (Alberta).

11. NOTICES:

All notices, demands and requests which may be, or are required to be, given by either party to the other shall be in writing and shall be served personally or by registered mail to either party at the following addresses:

Bidders Initials_____

Landlord

Woodlands County
Box 60, #1 Woodlands Lane
Whitecourt AB T7S 1N3

Tenant

NAME. _____
ADDRESS _____
PHONE NUMBER _____

or at such place as either party may, from time to time, designate by written notice to the other.

Notices, demands and requests which are served in the manner aforesaid shall be deemed sufficiently served or given for all purposes hereof, and in the case of those given by registered mail, on the third business day following the date of mailing.

IN WITNESS WHEREOF the Parties hereto have hereunto set their hands and seals the day and year first above written.

WOODLANDS COUNTY

Date: _____

Per: _____
Reeve

Date: _____

Per: _____
Chief Administrative Officer

Date: _____

Per: _____

Witness

Name:

Witness

Name:

Bidders Initials _____