

THIS LICENSE OF OCCUPATION made this ____ day of _____, 20__

BETWEEN:

SUMMER VILLAGE OF SOUTH BAPTISTE
(hereinafter called the “Summer Village”)

AND

NAME
ADDRESS
(hereinafter called “the Occupant”)

WHEREAS the Occupant is the registered owner of land legally described as:

[Plan, ** Block*, Lot **]**

abutting upon an Environmental Reserve Lot being owned by the Summer Village; being legally described as:

[Plan, ** Block*, Lot **]**

(hereinafter referred to as the “ER Lands”)

AND WHEREAS by virtue of s. 61 of the *Municipal Government Act* a municipal Council may provide for the licensing of an Environmental Reserve Lot under such terms and conditions as the Council may determine;

AND WHEREAS the Occupant wishes to enjoy and improve a portion of the ER Lands in conjunction with their abutting land;

AND WHEREAS the Summer Village has passed a bylaw following a public hearing, to authorize the use of a portion of the ER Lands by the Occupant.

NOW THEREFORE, THE SUMMER VILLAGE DOES HEREBY LICENSE to the Occupant all that portion of the ER Lands identified on the attached **Schedule “A”**, hereinafter referred to as the “Licensed Area”, in accordance with the terms and conditions as hereinafter stated:

1. TERM

The Summer Village hereby grants a right of occupation and licenses to the Occupant the Licensed Area for an indefinite term beginning on the date of signature of this License of

Occupation, and ending if the Summer Village determines the Licensed Area must be reclaimed, or if the Occupant sells their abutting land (hereinafter called the “Term”).

2. LICENSING FEES

The Occupant shall pay to the Summer Village a one-time fee of \$25.00 in advance, upon the execution of this License of Occupation, subject to the covenants and powers implied and to the special covenants, modifications and covenants hereinafter set forth.

For the purposes of the taxation provisions in the *Municipal Government Act*, the Licensed Area remains held by the Summer Village.

3. BUILDINGS AND IMPROVEMENTS

No buildings, improvements, paving stones, pavement, concrete or other structures shall be erected in, upon or over the Licensed Area.

The Occupant may only use the Licensed Area for the purpose of constructing and maintaining such improvements as are required to protect the environmental integrity of the Licensed Area and ensure the safety of members of the public. A landscaping plan shall be submitted to the Summer Village prior to the issuance of this License of Occupation.

The following uses and activities are, without limitation, expressly prohibited on the Licensed Area:

- a. any commercial use or activity;
- b. any use or activity which is, in the Summer Village’s opinion, detrimental to the environmental integrity of the Licensed Area or dangerous to public safety, and;
- c. any use or activity that is contrary to any federal or provincial statutes or regulations, or any applicable municipal bylaws and policies, which apply to the Licensed Area.

The Occupant shall ensure that nothing is done, brought onto, or located or stored on the Licensed Area that is or may be a nuisance or that may cause environmental contamination or cause damage or interference with the use of the Licensed Area or any other property.

The Occupant shall fully comply with all applicable federal and provincial statutes and regulations, and all applicable municipal bylaws and policies, with respect to its use and occupation of the Licensed Area.

4. MAINTENANCE

The Occupant, at his sole cost and expense, shall maintain the Licensed Area in a neat and tidy condition, and without restricting the generality of the foregoing, shall keep any grass watered and mowed, shall keep the Licensed Area free from weeds, and shall keep any shrubs properly trimmed.

5. INSPECTION

The Summer Village, its servants, agents and employees may enter upon the Licensed Area at any time to inspect the condition thereof, and to determine whether the Occupant is performing his obligations in accordance with this License of Occupation. Provided further, the Occupant shall at his sole cost and expense, and at the request of the Summer Village, remove from the Licensed Area any and all improvements, fences, landscaping and trees, without any compensation payable by or liability to the Summer Village.

6. CONDITION OF LICENSED AREA

Notwithstanding any other provision contained in this License of Occupation, it is expressly understood and agreed to by the Occupant that there are no agreements, conditions, warranties or representations relating to the licensed area other than as stated in this License of Occupation.

The Occupant expressly further agrees that the Summer Village does not give any warranty as to the quality, condition, or sufficiency of the Licensed Area for any use or purpose, or as to the presence or absence of hazardous substances on or under the Licensed Area, and the Licensed Area is deemed to be taken by the Occupant at its own risk with all faults and imperfections whatsoever and on a strictly “as is, where is” basis. In the event of damages occurring to the Occupant as a result of any such hazardous substances on or under the Licensed Area, the Summer Village shall have no liability to the Occupant with regard thereto.

The Occupant expressly agrees to assume any and all environmental liabilities relating to the Licensed Area. This includes any liability for clean-up of any hazardous substances on or under the Licensed Area which resulted from the operations of the Occupant on the licensed area, or which resulted from any products or goods brought upon the area by the Occupant or by any person with the consent of the Occupant. Consent may be express or implied.

The Occupant shall indemnify and save harmless the Summer Village from any and all liabilities, costs, damages, claims, suits, expenses, or actions arising out of or in connection with any alleged or actual escape, discharge, or release of any gaseous, liquid, or solid hazardous substances in respect to the Licensed Area. For the purposes of this paragraph, the term “hazardous substances” includes, but is not limited to, petroleum products and by-products, contaminants, pollutants, dangerous substances, hauled liquid wastes, industrial wastes, toxic substances, hazardous wastes, hazardous materials, or hazardous substances as defined or pursuant to any law, bylaw, or regulation of order, whether municipal, provincial or federal.

7. INDEMNIFICATION

The Occupant hereby indemnifies and holds harmless the Summer Village from and against all manner of actions, causes, suits, claims and demands whatsoever for any damages, including but restricted to injury or death to any person, or loss or injury to any property, arising from or in connection with the Occupant’s use or occupation of the Licensed Area.

8. ASSIGNMENTS

The Occupant shall not transfer, or part with possession or otherwise dispose of the Licensed Area or any part thereof without the written consent from the Summer Village.

9. INSURANCE

For so long as this License of Occupation remains in force, the Occupant shall keep in force and shall provide the Summer Village with evidence of general liability insurance

coverage regarding its use of the Licensed Area. Such insurance shall be for an amount not less than one million dollars (\$1,000,000.00) per incident.

10. DEFAULT

In the event that the Occupant fails to observe and perform the conditions and covenants herein contained, and such failure continues for a period of ten (10) days after the Occupant receives written notice from the Summer Village specifying the default, or ten (10) days after the date of transfer of the Occupant, the Summer Village may forthwith upon the expiry of the ten day period terminate this License of Occupation and re-enter into and upon the Licensed Area.

11. PRIOR TERMINATION

The Summer Village, at any time, and upon thirty (30) days' notice in writing to the Occupant, may re-enter into and upon the Licensed Area and repossess the same as this License of Occupation shall be thereby terminated.

12. YIELDING UP POSSESSION

The Occupant, at the termination of the License of Occupation, shall peaceably yield up unto the Summer Village the Licensed Area, including all improvements made thereto, and the same shall revert to and become the property of the Summer Village, provided that if the Summer Village so requests in writing, the Occupant shall remove any improvement placed upon the Licensed Area.

13. OVERHOLDING

If, after the termination of this License of Occupation, the Occupant shall remain in possession of the Licensed Area, a tenancy shall not be created by implication of law. The Occupant shall be a trespasser in that circumstance.

14. REGISTRATION

This License of Occupation shall not be registered in the Land Titles Office, either directly or by way of caveat or otherwise. The License of Occupation shall not be registered against either the Licensed Area or the Occupier's property.

This License of Occupation creates a license entitling the Occupant to the non-exclusive right to use the License Area in accordance with, and subject to, the terms and conditions of this License of Occupation. This License of Occupation shall not be construed nor interpreted to create any greater right or interest in the ER Lands and, without limitation, does not create a lease in favour of the Occupier.

15. INTERPRETATION

Whenever the singular or masculine is used throughout this license of occupation, the same shall be construed as meaning the plural or feminine or a body corporate where the context or the parties hereto so require.

16. TIME OF ESSENCE

Time is of the essence of this License of Occupation.

THE OCCUPANT DOES HEREBY ACCEPT this License of Occupation of the above Licensed Area, to be held by him as Occupant, and subject to the conditions, restrictions and covenants above.

IN WITNESS WHEREOF the Summer Village has hereunto affixed its corporate seal duly attested to by its proper officer in that behalf and the Occupant has hereunto set his hand and seal at _____, Alberta this ____ day of _____, 20__.

SIGNED, SEALED AND DELIVERED in the presence of:

CAO

Occupant

Occupant

SCHEDULE "A"

[Attach sketch]

906871.doc;July 12, 2019