

**MUNICIPAL DISTRICT OF BIGHORN NO. 8
CARETAKER AGREEMENT**

THIS AGREEMENT made in duplicate this _____ day of _____, 20 ____

BETWEEN
(hereinafter referred to as the "Licensee")
OF THE FIRST PART

- and -

THE MUNICIPAL DISTRICT OF BIGHORN NO. 8, a body corporate duly authorized to carry on business in the Province of Alberta pursuant to the provisions of the Municipal Government Act

(hereinafter referred to as "Bighorn")
OF THE SECOND PART

WHEREAS the Licensee wishes to temporarily utilize an undeveloped road allowance; and

WHEREAS the undeveloped road allowance is in the location as indicated on the map attached separately to this Agreement as Schedule "A", hereinafter referred to as the "Subject Lands", which are under the direction, control and management of Bighorn; and

WHEREAS the Licensee requires the consent and approval of Bighorn to utilize the said Subject Lands;

NOW THEREFORE, the parties agree as follows:

1. This Agreement shall terminate on _____, and is subject to cancellation upon thirty (30) days written notice by either Bighorn or the Licensee.
2. The Licensee is responsible and assumes all liabilities in exchange for the temporary use of the Subject Lands.
3. The Licensee shall indemnify and hold harmless Bighorn, its employees, councilors and agents from and against any and all claims, damages, costs (including without restriction, all legal and other indemnity basis), losses, expenses, actions and suits of every kind and nature caused by, or arising directly or indirectly out of the

existence of this Agreement and the schedules attached thereto, the exercise or purported exercise of any rights granted within this Agreement or the schedules attached thereto arising by reason of any matter or anything done, permitted or omitted to be done by the Licensee, whether occasioned by negligence or not.

4. The Licensee is authorized to use the Subject Lands for the purpose of Grazing Livestock:
 - Yes.
 - No.
5. The Licensee shall ensure that livestock is contained within the Subject Lands at all times.
6. Only the following enclosures are authorized within the Subject Lands (the "Enclosures") at the locations indicated on Schedule "A" and as checked:
 - Gate(s) with no lock.
 - Cattleguard(s).
 - Fencing.
 - Non-applicable.
7. The standard of the Enclosures shall be acceptable to Bighorn. Additionally, the Licensee shall install and maintain WA-8 checkboard reflective signage on any gates or fencing which is directly accessible by motorized vehicle from a developed roadway.
8. The Licensee is responsible for the supply, installation, care and maintenance of the Enclosures throughout the duration of the Agreement.
9. The Licensee is responsible for the removal of the Enclosures and for the reclamation of the Subject Lands to the satisfaction of Bighorn upon the expiry, or upon thirty (30) days from the dated written notice of termination of the Agreement from Bighorn; and will be responsible for all costs incurred by Bighorn should the Licensee fail to meet any such obligation.
10. The installation of any private property line fencing shall comply with Bighorn's requirements, and shall be properly surveyed to ensure that there are no encroachments onto the Subject Lands.
11. The Licensee shall not alter or develop the Subject Lands in anyway, including but not limited to:
 - a) Placing any buildings, structures or encroachment of any kind on the Subject Lands, except for the authorized Enclosures;
 - b) Developing any access road or trail;
 - c) Storing any items for long term or temporary purposes (includes hay or feed);

- d) Cropping;
- e) Altering the land, including any ground disturbance; and
- f) Tree removal or clearing of vegetation unless permission is granted from the Bighorn, except for brushing/removal of small shrubs or tree seedlings up to 3ft in height.

- 12. The Agreement is not transferable; or may not be subletted or shared with other parties.
- 13. The Licensee shall eliminate or manage the establishment of all regulated weed species within the boundaries of the Subject Lands.
- 14. The Licensee shall, at their expense, obtain and maintain comprehensive general liability insurance with limits of no less than \$2 million for each occurrence or incident naming Bighorn as additionally insured, and having a minimum 30 days notice of cancellation throughout the term of the Agreement.
- 15. The Licensee does not have the exclusive right and use of the Subject Lands; Bighorn and the public shall have the right to access the Subject Lands.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective the year and date first above written.

BIGHORN:

PER: _____

OWNER:

Signed, sealed and delivered
in the presence of:

Witness

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)
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PER: _____