

LEASE

For the Trans Canada Trail “Right of Way” by Great Plains Trans Canada Trail Association Inc.

I/We,
(hereinafter called “the Lessor” being registered as owner of that piece of land in the Province of Saskatchewan described as follows:

All that portion of the (N.E., N.W., S.E., or S.W.) Quarter of Section (.....) Township (.....) Range (.....) West of the (.....) Meridian, Saskatchewan, as shown on map and description in Appendix 1.

The Lessor do hereby lease to Great Plains Trans Canada Trail Association Inc. (hereinafter called “the Lessee”) all the said land, being a strip of land (hereinafter called “the trail”) to be held by the Great Plains Trans Canada Trail Association Inc. of Regina, Saskatchewan, as tenant for a term of one year from date of execution to, and shall thereafter be continued on an annual basis, unless terminated by either party hereto, and shall be subject to the covenants and powers implied and set forth as follows:

The rent shall be a one-time payment of \$1:00 (one dollar).

During the term of this lease the Great Plains Trans Canada Trail Association Inc. by itself, its employees, agents, licensees, successors, and assigns, may enter the trail by utilizing the trail itself only with the mutually agreed to necessary vehicles and equipment and to affix, construct, and place on the trail only those grading materials, bridges, culverts, signs, benches, garbage containers, structures, apparatus, and equipment (herein call the “public works”) agreed to by the Lessor and Lessee, and to maintain, inspect, repair, replace and remove the public works as may be necessary, and may allow the public to enter the right of way to utilize it as a multipurpose recreational trail subject to the following terms and conditions:

1. During the term of this lease the Lessee shall have the sole right and authority to grant access to the trail by people wishing to use the trail and shall have the sole right and authority to refuse access to the trail by any or all people wishing to use the trail.
2. The public works shall be installed and maintained with due regard for the use and enjoyment of the trail by the Lessor. The Lessor may cross or use the trail as required for his purposes, provided it does not negatively affect the operation, maintenance, and use of the trail as a multipurpose recreational trail.
3. The trail shall be used as a multipurpose recreational trail and as such the public’s use is confined to walking, running, cycling, skiing, snowshoeing and

such further uses as may be approved by the Lessor in writing from time to time.

4. Trees, shrubs and grass on the trail may be trimmed, cut back or removed by the Lessee only to the extent necessary to permit the installation and maintenance of the trail, and to prevent interference with ordinary trail use. Unnecessary damage shall be avoided.
5. The Lessee agrees to indemnify and save harmless the Lessor, his successors and assigns from and against all actions, damages, debts, accounts, claims, and demands which may be brought against the Lessor by reason of the Lessee's and the public's use of the trail including such actions, damages, debts, accounts, claims or demands that may be brought by third parties using the trail and protect the Lessor from such actions, damages, debts, accounts, claims or demands that may be brought by third parties and legal costs associated therewith, provided that the actions, damages, debts, accounts, claims, and demands were not caused by a willful or negligent act or omission of the Lessor or his successors, assigns, servants, agents and employees.
6. The Lessee agrees to release and discharge the Lessor, his successors, assigns, servants, agents or employees from any claims, demands, actions or causes of action that may arise out of or in consequence of any loss, injury or damage to the Lessee's person or property that it may suffer by reason of the use of the trail, provided that any claims, demands, actions or causes of action were not caused by a willful or negligent act or omission of the Lessor, his successors, assigns, servants, agents or employees.
7. The Lessee agrees to maintain a General Liability Insurance policy of at least \$5,000,000 (five million dollars) to cover the Lessor, or his successors and assigns, against perils outlined in clauses (5) and (6). The Lessee further agrees to require its insurer to notify the Lessor, or his successors and assigns, of any change in the insurance coverage or termination of insurance.
8. The Lessee will comply with all applicable laws with respect to the operation and maintenance and use of the trail and will, at its own expense, obtain all permits, licenses or other approvals that shall be necessary and incidental to the development and operation of the trail.
9. Upon the termination of this lease, the Lessee shall, insofar as it is practicable to do so, restore the trail to its former condition and shall discharge the lease and any claim to the land, unless otherwise agreed to by the Lessor.
10. The Lessee agrees to set up a Trail Operations Committee composed of all interested landowners whose land the trail occupies between the Lumsden Nicolle Flats Trail and the west border of the Deer Valley Golf Course and Estates, and at least two and no more than three members appointed by the Great Plains Trans Canada Trail Association Board; this body to adjudicate disputes, anticipate and resolve problems arising from trail use.

11. This Lease shall last to the benefit of and be binding as an agreement running with the Lessor's lands and shall last to the benefit of and be binding upon the Lessor, the Lessee, and their respective executors, administrators, successors, assigns and licensees over the term of the Lease.
12. The Lessor and the Lessee further agree to the following trail specifications:
 - Legal Width: 3.5 metres minimum, except where landowner insists on less than 3.5 metres;
 - Physical Width: 2-6 feet, depending upon mower availability and physical constraints (shrubs, trees, rocks, presence of existing depressed treadway (cowpath)
 - Surface: grass or packed soil, gravel or crushed rock upgrades only where necessary for erosion control, rutting in wet spots.
 - Improvements:
 - moveable benches with attached garbage container:
 - fencing:
 - brochure boxes:
 - signage: all road crossings; regular Trans Canada Trail signs to mark the trail and indicate permitted uses, etc.; additional signs re trespassing on private land, notice of Trail closure, restrictions on dogs.
 - Activities restricted: no motorized vehicles except maintenance vehicles.
 - Restrictions concerning dogs: forbidden.
 - Provisions regarding trespassing: signage.
 - Hours of use: same hours as Wascana Trails (daylight hours).
 - Seasonal restrictions: certain sections will require temporary closure due to spring flooding, certain crop spraying operations, and extreme fire hazards.
 - Trail shutdown procedures: responsibility of Trail Operations Committee (posting of signs re closure may be delegated to landowner in certain situations, e.g. spraying).
 - Litter pickup: weekly during peak periods or as agreed by the Trail Operations Committee.
 - Mowing: probably two to four times per year, depending upon grass cover, rainfall, availability of mowers, and landowners' preferences.

