

Pasture Lease Agreement

This lease made in duplicate the _____ day of _____ AD 20_____

Between

GEORGE McCAFFREY
(Landlord's Name)

of BOX 71, VAWN, SK S0M 2Z0
(Address)

in the Province of Saskatchewan hereinafter called the "landlord" being the registered owner or the purchaser under an Agreement for Sale of Land described below.

- and -

_____ of _____
(Tenant's Name) (Address)

in the Province of Saskatchewan hereinafter called the "tenant."

1. **Witness that in consideration of the rents, covenants, promises and agreements contained in this lease on the part of the tenant to be paid, observed and performed, the landlord does hereby lease to the tenant the following farm lands and premises situated in the Province of Saskatchewan, that is to say:**

Land (legal description):

SECTION 23-47-19-W3; WEST 1/2 14-47-19-W3; NE 14-47-19-W3

hereinafter called "the land."

Together with the following portable buildings, namely:

Portable Buildings:

N/A

Excepting and reserving unto the landlord the following lands and buildings, namely:

Lands Reserved:

N/A

Buildings Reserved:

N/A

2. Term

This lease shall continue in force on the said land and premises for and during the term of THREE years from the FIRST day of APRIL AD 2011 to the THIRTY-FIRST day of MARCH AD 2014.

Any overholding by the tenant shall be considered a trespass.

3. Rental

Total cash rental of \$_____ for use of the said land during the term of this lease, to be divided into three equal annual payments and to be paid on or before APRIL 1 each year.

- or -

N/A

4. Saskatchewan Laws Apply

The contents of this agreement shall for all purposes be construed according to the laws of the Province of Saskatchewan and any cause of action arising hereunder shall be entered and tried in the judicial centre serving the area of Saskatchewan in which the land of this agreement is located.

5. Landlord and Tenant Definitions

The terms "landlord" and "tenant" shall include their heirs, executors, administrators, successors and assigns in the singular or plural number and feminine or masculine gender when the context or the parties so require and all the covenants shall be construed as being joint and several.

6. Resource Protection

The tenant shall:

- a) raise livestock and control weeds and insects on the land in a sustainable manner;
- b) use pesticides in accordance with labelled directions.

The tenant shall not:

- a) allow overgrazing of any of the land that is in grass or forages;
- b) overload nutrient levels on the land or adjacent water bodies;
- c) allow pesticide to drift on to non target lands, including adjacent lands and waterways;
- d) accumulate, permit or allow the accumulation of any waste material, debris, refuse or garbage; and allow any site contamination such as, but not limited to, chemicals, oil spills, hydro carbons or any other waste materials on the land or adjacent water bodies.

7. Use of the Land

The tenant will use the lands and premises for the purpose of pasturing of livestock or forage production, and the tenant shall not, without the written consent of the landlord:

- a) sublet, or assign this lease, or any part thereof, or any interest therein without obtaining the written consent of the landlord to the sublease or assignment;
- b) change the natural course of any waterways on the said land;
- c) cut down trees growing upon the land, nor will he permit any other person to do so;
- d) allow the entry of any persons for the purpose of outfitting, eco-tourism, picking of berries or flowers or any such plant materials;
- e) remove any sand, gravel, clay, stone or other such substances existing on, or under the surface of said land;
- f) bring into cultivation any new lands.

8. Insurance

Insurance on all leased buildings in this agreement shall be the responsibility of the landlord.

9. Compensation for Oil and Gas, Utilities, Roads, and Rights-of-Way *(Checked box will apply)*

Compensation for reasons such as, but not limited to, property damage and inconvenience from oil and gas exploration, pipeline development, power and telephone line installations, or road construction, shall accrue to the party that has suffered the loss. The landlord will have the final say on who has suffered the loss except as follows:

- a) where the compensation is for damage to the forage production, where the carrying capacity is reduced, compensation will be paid to the tenant.
- b) where the compensation is for work completed by the tenant such as, but not limited to, fence reconstruction, grass reseeding or top soil levelling, the compensation will be paid to the tenant.
- c) where the compensation is for the creation of a nuisance situation such as, but not limited to, gates being left open, dust or noise, the compensation will be paid to the tenant.
- d) where the compensation is for a decrease in the land's value such as, but not limited to, loss of acres from the development, severing a parcel of land or top soil disturbance, the payment shall be made to the landlord.

- or -

Compensation for reasons such as, but not limited to, property damage and inconvenience from oil and gas exploration, pipeline development, power and telephone line installations, or road construction, shall accrue to the landlord.

- or -

Compensation for reasons such as, but not limited to, property damage and inconvenience from oil and gas exploration, pipeline development, power and telephone line installations or road construction, the landlord and tenant shall, by mutual agreement, determine which party is to receive the compensation. If mutual agreement cannot be reached, it shall be submitted to arbitration in accordance with *The Arbitration Act*.

10. Taxes

The cost of all municipal and school taxes on the land included in this lease shall be paid by the landlord.

11. Improvements

The tenant shall not make major improvements, other than what is considered normal repair and maintenance, to the leased land or any other assets identified in this agreement without written permission of the landlord. Major improvements, which without restricting the generality of the term, shall include water development, erosion control, fencing and building construction, clearing, breaking, and seeding to pasture and hayland. Such consent shall be attached to and form part of the lease agreement. The amount of compensation shall be an amount agreed upon by the landlord and tenant.

Title to all improvements shall vest in the landlord and no improvements shall be sold, removed, disposed of or encumbered without the written consent of the landlord.

12. Repair of Buildings, Fences and Improvements

Responsibility for normal maintenance and repair to buildings, fences and improvements shall be as follows:

Tenant's Responsibility (list items):

NORMAL FENCE REPAIR

Landlord's Responsibility (list items):

13. The tenant shall protect the said land and indemnify the landlord in regard to any and all liens and charges by reason of or in any way accruing from the construction of any building or the making of any improvements thereon done by or on behalf of the tenant.

14. The tenant shall indemnify and save harmless the landlord against all claims, liabilities, demands, damages or rights or causes of action whatever made or asserted by anyone arising out of or incidental to this indenture or use or occupancy of the said lands and premises.

15. That if the term hereby granted or any of the goods and chattels of the tenant or his assigns shall be at any time seized or taken in execution or in attachment by any creditors of the tenant or his assigns, or if the tenant or his assigns shall make any assignment for the benefit of creditors, or becoming bankrupt or insolvent, shall take the benefit of any Act that may be in force for bankrupt or insolvent debtors, or if any writ of execution shall issue against the goods and chattels of the tenant or his assigns, the then

current year's rent shall immediately become due and payable, and the said term shall immediately become forfeited and void at the option of the landlord.

16. That if the rent reserved or any part thereof be in arrears whether such rent has been demanded or not, or if there be default, breach or non-observance by the tenant at any time or times of any covenant, proviso, condition or reservation herein contained, which on the part of the tenant ought to be observed or performed, whether such covenant be positive or negative, or if there be any seizure or forfeiture of the said term for any of the causes herein specified, then the landlord or his agents may enter upon the said lands and premises and thereafter have, possess and enjoy them as if his indenture had not been made, and no acceptance of rent subsequent to any breach or default other than non-payment of rent nor any condoning, excusing or overlooking by the landlord on previous occasions of breach or defaults similar to that for which re-entry is made shall be taken to operate as a waiver of this condition, nor in any way defeat or affect the rights of the landlord herein.

17. The tenant shall at the expiration of the said term or other sooner determination of this lease peaceably and quietly leave, surrender and yield up onto the landlord the said lands and premises in good and sufficient repair, reasonable wear and tear and damage by fire, lightning and tempest only excepted.

18. If the tenant fulfils the terms and conditions of this agreement, the tenant shall and may peaceably possess and enjoy the said land for the said term, without any interruption or disturbance from the landlord or any representative of the landlord.

19. The landlord or a representative of the landlord has the right at all reasonable times to attend and inspect the said property. The landlord reserves the right of entry and exit over and upon the land in this agreement to use any land and buildings expressly excluded from this agreement.

20. If either party shall fail in any respect to carry out any of the provisions of this lease agreement, the other may have the same done, and the costs shall be paid by the party failing to carry out the said provisions.

21. Renewal

The term of this lease may be extended by mutual agreement between the landlord and tenant for a further period upon the same terms and conditions as contained herein, except as otherwise agreed in writing by the parties executing a renewal statement.

22. Arbitration

The landlord and tenant may by mutual agreement submit any disagreement, which may arise with respect to the terms and conditions of this lease, to arbitration in accordance with *The Arbitration Act*.

23. Termination

The landlord and tenant may mutually agree to terminate this lease at any time.

I, _____ do hereby accept this lease of the above
(Tenant's Name)

described land to be held by me as tenant, and subject to the conditions, restrictions and covenants
above set forth.

In Witness whereof the parties have set their hands and seals this _____ day of
_____ AD 20_____.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

(Signature of Witness)

(Signature of Landlord)

AND IN THE PRESENCE OF:

(Signature of Witness)

(Signature of Tenant)