



Special Council Meeting Agenda

Tuesday October 15th, 2024 | Zoom

1. **Call Meeting to Order**
2. **Adoption of Agenda / Call For Additions**
3. **Business & Discussion Items** *(no attachments)*
 - a. Parks Canada Firehall Site Lease
4. **Adjournment**

THIS LEASE made this day of , 2024.

BETWEEN: **HIS MAJESTY THE KING**, in right of Canada, represented herein by the Minister of the Environment for the purposes of the Parks Canada Agency, ("**His Majesty**"),

OF THE FIRST PART,

AND: **HIS MAJESTY THE KING**, in right of Alberta, as represented by the Minister of Municipal Affairs for Improvement District No. 9 – Banff National Park, ("**Lessee**"),

OF THE SECOND PART.

WITNESS that in consideration of the rents, covenants and agreements herein reserved and contained on the part of the Lessee to be paid, observed, performed and kept, His Majesty leases unto the Lessee all that certain parcel or tract of land and premises situate, lying and being in Banff National Park, in the province of Alberta, and being composed of:

Parcel BP as shown on a plan of record number 112767 in the Canada Lands Survey Records at Ottawa, a copy of which has been deposited in the Alberta Land Titles Office at Calgary under number 241 0614 ("Land").

TO HAVE AND TO HOLD for and during the term of Forty-Two (42) years commencing on the 1st day of October 2024, and ending on the 30th day of September 2066, both days inclusive ("Term").

ARTICLE 1.00 DEFINITIONS

In this Lease:

- (a) "Act" means the *Canada National Parks Act*, S.C. 2000, c.32;
- (b) "Applicable Environmental Law" means:
 - (i) all applicable statutes and regulations, and all by-laws, declarations, policies, directives, plans, approvals, requirements, guidelines, standards and orders made pursuant thereto by any competent authority concerned with any analysis of environmental impacts, protection or remediation, health, chemical use, safety or sanitation; and
 - (ii) the applicable common law;
- (c) "Appraised Land Value" means the market value of the unencumbered fee simple estate of the Land as if vacant or of equivalent lands, appraised at its highest and best use by a professional appraiser on the date specified for the purpose of setting the annual land rent by the Minister;
- (d) "*Bankruptcy and Insolvency Act*" means the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3;
- (e) "*Companies Creditors Arrangement Act*" means *Companies Creditors Arrangement Act*, R.S.C. 1985, c. C-36;

- (f) “Contaminant” means any toxic, dangerous or hazardous substance or material as targeted by Applicable Environmental Law that, when released into an environment in concentrations exceeding in situ natural occurrence levels, poses or is likely to pose immediate or long-term hazard to human health or safety, the environment, or the normal conduct of business.
 - (g) “Lease” means this Lease;
 - (h) “Minister” means the Minister of the Environment or such Minister designated by the Governor in Council as the Minister for the purposes of the *Parks Canada Agency Act*, or any person authorized to act in that behalf;
 - (i) “Parks Canada Agency” means the Parks Canada Agency, a body corporate established under section 3 of the *Parks Canada Agency Act*, S.C. 1998, c. 31;
 - (j) “Security Holder” means any mortgagee, chargee or other encumbrance holder of the Lessee’s interest in this Lease from time to time;
 - (k) “Park” means Banff National Park in the Province of Alberta;
 - (l) “Structures” means any buildings, erections, structures, fixtures and improvements existing on or under the Land from time to time; and
 - (m) “Superintendent” means the Superintendent of the Park or any person authorized act in that behalf.
- 1.02 Any reference in this Lease to a statute, regulation, by-law, declaration, directive, policy, approval, requirement, standard or order means the statute, regulation, by-law, declaration, directive, policy, approval, requirement, standard or order now in force, as it may be amended, revised, consolidated or substituted from time to time.

ARTICLE 2.00 RENT

- 2.01 **THE LESSEE COVENANTS AND AGREES TO PAY** yearly and in every year to His Majesty, at the office of the Superintendent, an annual land rent in the amount of TWO HUNDRED AND FIFTY dollars (\$250.00) (“Land Rent”) for and during each year of the Term. This Land Rent shall be reviewed, and the Minister shall set a new Land Rent every ten (10) years from the commencement date of this Lease. The Lessee shall pay the annual Land Rent, in advance, on or before the 1st day of April in each and every year of the Term, the first of such payments to be made on the date of execution of this Lease by the Lessee.
- 2.02 In addition to the payment of Land Rent, the Lessee shall pay to His Majesty a release fee in the sum of NINETY-EIGHT THOUSAND dollars (\$98,000.00) upon the execution of this Lease.

THE PARTIES COVENANT AND AGREE AS FOLLOWS:

ARTICLE 3.00 USE OF LAND

- 3.01 (a) The Lessee acknowledges and agrees that it is a condition upon which this Lease is granted that the Land shall be used only for the maintenance and operation of a fire hall, including for administration, training, operations and equipment storage to support the provision of structural fire protection, road rescue services and first response medical assistance in Banff National Park and to neighbouring jurisdictions, and all in accordance with applicable Park plans and guidelines.

- (b) The Land may include sleeping amenities for on-strength staff but shall not be used for general staff accommodation.
 - (c) The Lessee shall obtain all permits, licences and authorizations required under the Act, all regulations thereunder and any other applicable statutes and regulations.
 - (d) The Lessee shall comply with, and the terms of this Lease shall be subject to, the provisions of the Act, all regulations thereunder and all other applicable statutes and regulations.
- 3.02 The Lessee covenants and agrees that if it proposes development of any Structures on the Land part of which will be situated on adjacent lands held by the Lessee pursuant to another lease agreement, the Lessee, upon the written request of the Minister, shall surrender the affected leases which shall be replaced by a lease of the consolidated lands. The form and substance of the replacement lease shall be determined at the sole discretion of the Minister.
- 3.03 The Lessee shall not create or permit or suffer any act or thing on the Land which is a nuisance.
- 3.04 The Lessee shall not cause, permit or allow the commission of any waste on or in the Land.
- 3.05 The Licensee shall observe fire and safety precautions and shall comply fully with the instructions of the Superintendent in relation thereto.

ARTICLE 4.00 ACCEPTANCE, RESERVATIONS AND EXCEPTIONS

- 4.01 The Lessee covenants and agrees that:
- (a) it has inspected the Land including any Structures or has caused it to be inspected on its behalf;
 - (b) it has entered into this Lease on reliance on that inspection and not on reliance on any representation, whether oral, written or implied, by whomsoever made;
 - (c) it will accept the Land in the condition existing on the date of this Lease on an “as is” basis, notwithstanding the existence of any Contaminant, known or unknown, on, in or under the Land.
 - (d) it has satisfied itself of everything and of every condition affecting the Land and any Structures including the environmental condition of same;
 - (e) the use of the Land shall be consistent with the environmental condition of the Land; and
 - (f) no representation, warranty or inducement has been given by His Majesty or any of His servants, agents and contractors and relied upon by the Lessee respecting the condition of the Land.
- 4.02 (a) In addition to any other legal, equitable or contractual right His Majesty may have, His Majesty hereby reserves unto Himself, His servants, agents, contractors and franchisees the right to enter upon the Land at all reasonable times with vehicles, equipment and materials as may be required for the purpose of laying, installing, and at all times for repairing or maintaining all utilities and public works including water, gas, electrical power or energy, telephone and sewers over, across, under or through the Land, without payment of compensation to the Lessee;

- (b) His Majesty will restore the Land disturbed by the entry referred to in 4.02 (a) to a state as close as practicable to that which it was in immediately prior to the entry; and
 - (c) No interest in the utilities system which exist on the date of this Lease or which may be laid or installed over, across, under or through the Land will pass to the Lessee under this Lease.
- 4.03 The leasehold grant of the Land does not include mines, minerals or any legal or equitable right to work or exploit any resource on or under the Land.
- 4.04 The Lessee shall give immediate notice to the Superintendent if evidence of archaeological resources is encountered during any activity whatsoever on the Land, and await the Superintendent's written instructions before proceeding with the activity on the Land.
- 4.05 The Lessee acknowledges and agrees that all archaeological resources in, on or under the Land are the property of His Majesty.

ARTICLE 5.00 TAXES AND OTHER CHARGES

- 5.01 The lessee covenants and agrees to pay in addition to the annual Land Rent, all applicable taxes, rates, duties, assessments, levies, fees or other impositions whatsoever charged upon the Land or upon the Lessee or occupier in respect thereof, or payable by either in respect thereof.

ARTICLE 6.00 ENVIRONMENTAL PROTECTION

- 6.01 The Lessee covenants and agrees that all activities on the Land shall be conducted in compliance with Applicable Environmental Law, and in accordance with environmental practices acceptable to the Minister if there is no Applicable Environmental Law.
- 6.02 The Lessee covenants and agrees that:
- (a) any required analysis of environmental impacts relating to its physical works and activities on the Land shall be conducted in accordance with any Applicable Environmental Law, regulations made thereunder and any applicable policies, directives and procedures acceptable to the Minister; and
 - (b) it shall implement and comply with any specifications, mitigative measures and environmental protection measures as set forth in any analysis of environmental impacts referred to in Article 6.02 (b) and are hereby covenants which form part of this Lease.
- 6.03 The Lessee covenants and agrees that no Contaminant shall be used, emitted, discharged, stored or disposed of except in strict compliance with Applicable Environmental Law and in accordance with environmental practices acceptable to the Minister if there is no Applicable Environmental Law. The Lessee shall implement and comply with any specifications, mitigative measures and environmental protection measures as required by the Minister regarding the use, emission, discharge, storage or disposal of any Contaminant. Such specifications, mitigative measures and environmental protection measures are hereby covenants which form part of this Lease.
- 6.04 The Lessee covenants and agrees that it shall, at its expense, provide an assessment of environmental condition at the request of the Superintendent.
- 6.05 The Lessee covenants and agrees to provide the Minister with written notice of any anticipated or actual adverse environmental impacts attributable to the use of the Land immediately upon discovery by the Lessee.

- 6.06 If at any time the Minister considers remedial action to be necessary, the Lessee hereby agrees to undertake remedial action immediately using the appropriate technology, design or repair to the satisfaction of the Minister and pay the costs of such remedial action. Furthermore, the Lessee agrees that all such remedial action shall be undertaken in accordance with Applicable Environmental Law, and in accordance with environmental practices acceptable to the Minister if there is no Applicable Environmental Law, and in a manner so as to minimize any impact on the Land and elsewhere.
- 6.07 The Lessee covenants and agrees that if the Lessee fails to take any mitigative measures required by the Minister as set forth in Article 6.02 and 6.03, or fails to commence and diligently complete the remedial action required in Article 6.06, the Minister may, upon written notice to the Lessee, carry out the specifications, complete the required mitigative measures or remedial action and charge the costs thereof, including reasonable costs for administration, to the Lessee, and such costs shall constitute a debt due and owing to His Majesty and shall be payable upon demand.

ARTICLE 7.00 DUTY TO MAINTAIN AND RIGHT OF INSPECTION

- 7.01 The Lessee covenants and agrees that:
- (a) it shall maintain or cause to be maintained the Land including any Structures thereon in a good state of maintenance and repair. If the Lessee fails to commence and diligently proceed to make such repairs or remedy such condition after receiving thirty (30) days notice in writing from the Superintendent, the Superintendent may enter the Land including any Structures thereon, make the said repairs, or remedy such condition, and charge the costs thereof to the Lessee, including reasonable costs for administration, and such costs shall constitute a debt due and owing to His Majesty and shall be payable upon demand; and
 - (b) the Superintendent or his agents shall be entitled to enter and inspect the Land, including any Structures thereon, at all reasonable times for the purpose of inspecting and ascertaining the condition or state of repair thereof, or verifying that the covenants and other provisions of this Lease are being complied with.

ARTICLE 8.00 SUBMISSION OF PLANS AND SPECIFICATIONS

- 8.01 (a) The Lessee shall submit, for the approval of the Superintendent:
- (i) plans and specifications of the Structures which the Lessee proposes to erect upon the Land;
 - (ii) a plan of the Land indicating thereon the proposed location of the Structures referred to in Article 8.01 (a) (i); and
 - (iii) a plan of the Land indicating thereon the proposed parking facilities, roadways and landscaping,

all in a form satisfactory to the Superintendent, on or before the 1st day of October 2026.

- (b) The plans and specifications referred to in Article 8.01 (a) shall be in accordance with but not limited to the current development review process, park management plans, community plans, by-laws, guidelines, approvals, requirements, standards, orders, directives, policies and zoning that are applicable to the Land.

- (c) Upon approval by the Superintendent of the plans and specifications referred to in Article 8.01 (a), the Lessee shall obtain all necessary permits, licences and approvals and shall within one (1) year of the date of the issuance of all necessary permits, licences and approvals or such longer period of time as the Superintendent may deem warranted, complete the construction of the proposed Structures, the parking facilities, roadways and landscaping, including the remedying of any deficiencies.
- 8.02 If the Lessee proposes any construction, additions or alterations to the Land including any Structures thereon or to construct any new Structures on the Land, then the Lessee shall submit its proposal together with plans and specifications of such construction, additions or alterations to the Superintendent for his approval in accordance with the current development review process in the Park, and if the proposal and the plans and specifications therefore are approved by the Superintendent, such construction, additions or alterations will be completed within such reasonable time as the Superintendent may allow and the Lessee shall maintain such construction, additions or alterations in a good state of maintenance and repair.
- 8.03 With respect to any construction, additions or alterations to the Land including any Structures thereon pursuant to Articles 8.01 and 8.02, the Lessee shall, at the request of the Superintendent, obtain a performance bond and labour and material payment bond or other form of security, in a form and such amounts to be determined by the Superintendent. Such security shall remain in full force and effect for such reasonable period of time as the Superintendent may deem warranted.

ARTICLE 9.00 DESTRUCTION AND RECONSTRUCTION

- 9.01 If any Structures on the Land are destroyed by fire or an Act of God or other calamity, or are demolished, or by reason of any other occurrence become incapable of being satisfactorily utilized for the purpose permitted in this Lease, then subject to Article 9.02, the Lessee shall:
- (a)
 - (i) within sixty (60) days of happening of any such event, give to the Superintendent written notice whether or not it is the intention of the Lessee to rebuild, replace or reinstate any such Structures;
 - (ii) if it is the intention of the Lessee to rebuild, replace or reinstate any such Structures, submit to the Superintendent, at the request of the Superintendent, within one (1) year of the written notice in Article 9.01 (a) (i), plans and specifications thereof and obtain all necessary permits, licences and approvals in accordance with Article 8.00;
 - (iii) with respect to any construction pursuant to Article 9.01 (a) (ii), comply with Article 8.00; and
 - (b) within one (1) year of the date of issuance of all necessary permits, licences and approvals to rebuild, replace or reinstate any such Structures, or such longer period of time as may be permitted by the Superintendent, complete the construction of any such Structures, including the remedying of any deficiencies.
- 9.02 In the event that the Lessee has not given notice under Article 9.01 (a) (i) to rebuild, replace or reinstate any such Structures destroyed, demolished or rendered uninhabitable or unusable, or has indicated there is no intention to rebuild, replace or reinstate any such Structures, the Minister may terminate this Lease. In such a case, the Lessee shall, forthwith upon demand by the Superintendent, restore the Land to a good state of maintenance and repair to the satisfaction of the Superintendent and shall remove all damaged Structures and debris from the Land. If the Lessee fails to effect clean up and restoration of the Land to the satisfaction of the Superintendent, then the Superintendent may do so at the Lessee's expense,

including reasonable costs for administration, which expense shall be a debt due and owing to His Majesty and shall be payable upon demand. The Superintendent shall permit the Lessee access to such Land to perform its obligations set forth herein.

ARTICLE 10.00 ALIENATION

10.01 The Lessee covenants and agrees that it shall not:

- (a) assign, charge, mortgage, sublease, or otherwise alienate the leasehold interest or any part thereof;
- (b) licence any occupation, part with or share the possession, of the Land or any part thereof; or
- (c) register a condominium plan or strata plan respecting the leasehold interest,

except with the prior consent in writing of the Minister. Any action by the Lessee under Article 10.01 (a) to (c) except with such prior consent is void.

10.02 The Lessee acknowledges and agrees that, without limitation to the Minister's authority to withhold his consent to any alienation of the Land, the Minister may withhold such consent if the Land was in an undeveloped state prior to the issuance of this Lease, and if the Minister is of the opinion that the Lessee has not fulfilled any contractual or regulatory obligations to develop the Land.

10.03 In the event that the Lessee requests the consent of the Minister to a subdivision of the Land, the Lessee acknowledges and agrees that as a condition precedent to such consent, this Lease shall be surrendered. Any replacement leases granted by His Majesty with respect to the subdivided land shall be on terms and conditions satisfactory to the Minister.

10.04 A transfer or issuance of the shares of a corporate lessee which would have the result of transferring effective control of the corporate lessee, or any other change in the corporate structure of the corporate lessee which would have the same result, is deemed to be an assignment contemplated by Article 10.01 and is deemed a violation of Article 10.01 unless the written consent of the Minister is first obtained.

In the case of a corporate lessee, the shares of which are publicly traded, the consent of the Minister shall be obtained forthwith upon the corporate lessee receiving written notice that a share transaction has occurred, or will occur, that has resulted, or will result, in a change of control of the corporate lessee. The corporate lessee shall provide the Minister with any additional information and documentation that the Minister may require in order to determine whether to consent to the deemed assignment.

10.05 The Lessee shall provide to the Superintendent, within thirty (30) days from the date of issuance, an original, duplicate original or certified true copy of any of the following documents relating to the Lessee or to the Land:

- (a) death certificate or funeral director's statement in the case of a deceased joint lessee;
- (b) letters probate or letters of administration;
- (c) evidence of change of name;
- (d) evidence of amalgamation or dissolution in the case of a corporate lessee;
- (e) caveats affecting the Land;

- (f) any court orders affecting the Land, including those for sale or foreclosure and those made pursuant to matrimonial property legislation, and
- (g) a discharge of mortgage or a discharge of any other encumbrance affecting the Land.

ARTICLE 11.00 LIABILITY AND INDEMNITY

- 11.01 The Lessee shall not have any claim or demand against His Majesty or any of His servants, agents and all those for whom His Majesty is responsible at law, for detriment, damage, accident or injury of any nature whatsoever or howsoever caused to the Land or to any person or property thereon, except in the case of negligence of His Majesty, His servants, agents and all those for whom His Majesty is responsible at law.
- 11.02 The Lessee shall at all times indemnify and save harmless His Majesty or any of His servants, agents and all those for whom His Majesty is responsible at law, from and against all claims, demands, losses, costs, damages, actions, suits or proceedings by whomsoever made, brought or prosecuted in any manner based upon, arising out of, related to, occasioned by or attributable to:
- (a) the Lessee's use of the Land or the use of the Land by all those for whom the Lessee is responsible at law;
 - (b) the existence of any Contaminant in, on or under the Land, as a result of the Lessee's use of the Land, or the use of the Land by all those for whom the Lessee is responsible at law;
 - (c) the existence of any Contaminant in, on or under other lands that has migrated from the Land, as a result of the Lessee's use of the Land, or the use of the Land by all those for whom the Lessee is responsible at law;
 - (d) the remediation of any Contaminant referred to in Article 11.02 (b) or (c); or
 - (e) any action taken or things done or maintained by virtue thereof, or the exercise in any manner of rights or fulfillment of any obligations arising hereunder.

ARTICLE 12.00 INSURANCE

- 12.01 The Lessee covenants and agrees that during the Term:
- (a) it shall, at its sole expense, obtain and maintain commercial general liability insurance in such amounts and on such terms as a prudent operator should maintain. Such insurance will provide that His Majesty is named as an additional insured and shall include coverage for bodily injury, including death, to any person, as well as the loss of or damage to any property, to the extent that liability for these things is connected with the Lessee's use of the Land. Furthermore, the Lessee shall increase the amount of such insurance and obtain such additional coverage as the Superintendent may from time to time require, based on the prevailing limits and coverage for the type of land use referred to in Article 3.01 (a);
 - (b) it shall, at its sole expense, obtain and maintain fire insurance with extended coverage in such amounts and on such terms as a prudent lessee should maintain. Such insurance will provide that His Majesty is named as an additional insured. Furthermore, the Lessee shall increase the amount of such insurance and obtain such additional coverage as the Superintendent may from time to time require.
 - (c) it shall, at its sole expense, obtain and maintain, if applicable, broad form boiler and machinery insurance on a blanket repair and replacement basis, with limits

for each accident in an amount not less than the value of all Structures located on the Land. Such insurance will provide that His Majesty is named as an additional insured. Furthermore, the Lessee shall increase the amount of such insurance and obtain such additional coverage as the Superintendent may from time to time require;

- (d) the insurance referred to in Article 12.01 (a), (b) and (c) shall:
 - (i) be issued by an insurance company or companies satisfactory to the Superintendent and shall provide for a minimum of thirty (30) days notice in writing by such company or companies to the Lessee and to His Majesty of cancellation or amendment of such insurance;
 - (ii) contain a waiver of any subrogation rights the Lessee's insurers may have against His Majesty and against those for whom His Majesty is responsible in law except in the case of negligence of His Majesty, His Servants and agents and all those for whom His Majesty is responsible at law;
 - (iii) provide for cross liability, that is to say, that the insurance shall indemnify each named insured and each additional insured in the same manner as though separate policies were issued in respect of any action brought against any of the insureds by any other insured;
 - (iv) protect the Lessee, any Security Holder and His Majesty, as additional insureds, from loss or damage to any of His Majesty's property that is covered by this Lease, and to any of the Lessee's property that would become the property of His Majesty according to the provisions of this Lease on its expiration or termination. Such insurance shall provide that any proceeds payable under it will be made payable firstly in favour of any Security Holder, if required by the terms of the security document and secondly in favour of His Majesty and the Lessee jointly;
- (e) it shall provide to the Superintendent, on the anniversary date for each year during the Term, Certificates of Insurance or affidavits from the insurance company or companies confirming that the insurance referred to herein is in full force and effect; and
- (f) it shall not do or omit to do or allow anything to be done or omitted to be done on the Land which will in any way impair or invalidate such insurance referred to herein.

ARTICLE 13.00 VESTING OF IMPROVEMENTS

13.01 All Structures that during the Term are affixed to the Land, whether at the expense of the Lessee or otherwise, vest in His Majesty. Any items that are determined, at common law, to be trade fixtures or chattels may be removed by the Lessee within thirty (30) days following the expiration or termination of this Lease, provided that the Lessee shall immediately repair, at its expense, any damage caused to the Land and to any Structures by such removal. Any trade fixtures and chattels not removed within thirty (30) days following the expiration or termination of this Lease shall forfeit to and vest in His Majesty.

13.02 Subsequent to the removal of all the Lessee's trade fixtures and chattels, in accordance with Article 13.01, the Lessee shall immediately repair, at its expense, any damage to the Land and to any Structures caused by such removal in accordance with the Superintendent's instruction and to the satisfaction of the Superintendent. If the Lessee fails to comply with this Article then the Superintendent may repair any damage to the Land and to any Structures caused by such removal and charge the cost thereof to the Lessee and such costs,

including reasonable costs for administration, shall constitute a debt due and owing to His Majesty and shall be payable upon demand.

ARTICLE 14.00 CONDITION OF THE LAND UPON EXPIRATION OR TERMINATION

14.01 The Lessee covenants and agrees that upon the expiration or termination of this Lease, the Lessee shall at its own cost:

- (a) complete an assessment of the environmental condition of the Land as required by any Applicable Environmental Law;
- (b) leave any or all Structures on the Land in a good state of maintenance and repair, normal wear and tear excepted;
- (c) clean up the Land in respect to all Contaminants in accordance with Applicable Environmental Law, and in accordance with environmental practices acceptable to the Minister if there is no Applicable Environmental Law;
- (d) clean up any Contaminant in, on or under the Land that has migrated from the Land as a result of the Lessee's use of the Land, or the use of the Land by all those for whom the Lessee is responsible at law, in accordance with Applicable Environmental Law, and in accordance with environmental practices acceptable to the Minister if there is no Applicable Environmental Law;
- (e) leave the Land free from all garbage and debris;
- (f) restore the Land to a good state of maintenance and repair,

all to the satisfaction of the Superintendent.

14.02 If the Lessee fails to comply with the provisions of Article 14.01, the Minister may, upon written notice to the Lessee, complete the obligations of the Lessee and charge the costs thereof, including reasonable costs for administration, to the Lessee and such costs shall constitute a debt due and owing to His Majesty and shall be payable upon demand.

ARTICLE 15.00 DEFAULT AND TERMINATION

15.01 In the event that at any time during the Term hereof:

- (a) any portion of the Land Rent remains unpaid for more than thirty (30) days after becoming due, whether formally demanded or not; or
- (b) the Lessee fails to continuously, regularly, duly and punctually perform, observe or keep any of the other covenants and provisions herein contained;

the Minister may, by notice in writing, require the Lessee to remedy any such default within such period of time as the Minister deems warranted.

If in such case, the Lessee does not remedy such default within the time prescribed, the Minister may, by notice in writing, terminate this Lease and on the day specified in the notice of termination, this Lease will terminate, whether or not His Majesty has re-entered the Land.

15.02 Notwithstanding anything herein contained, if the Lessee at any time during the Term hereof:

- (a) makes an assignment for the benefit of creditors pursuant to the *Bankruptcy and Insolvency Act*;

- (b) is adjudged bankrupt pursuant to the *Bankruptcy and Insolvency Act* provided that such order has remained in force for no less than thirty (30) days and has not been stayed;
- (c) files any petition or institutes any proceedings under the *Bankruptcy and Insolvency Act*, *Companies Creditors Arrangement Act*, or similar legislation affecting the rights of creditors generally;
- (d) is subject to the appointment of a receiver or trustee who is not discharged within sixty (60) days from the date of such appointment;
- (e) abandons the Land, or demonstrate an intention to abandon the Land; or
- (f) attempts to sell, dispose of or remove its goods and chattels so that there would not, in the event of such sale, disposal or removal, be a sufficient distress on the Land for three (3) months' Land Rent,

it will be lawful for the Minister, in the Minister's sole discretion, without notice to the Lessee, to declare the Term ended and this Lease terminated and thereupon, these presents and everything herein contained and the estate or Term will absolutely cease, terminate and be void without re-entry or any other act or any suit or legal proceedings to be brought or taken, provided His Majesty will nevertheless be entitled to recover from the Lessee the Land Rent then accrued or accruing.

15.03 Any curing of a default under the Lease by the Security Holder shall be construed as a curing of the default by the Lessee.

15.04 Termination of this Lease pursuant to any of the provisions herein shall be wholly without prejudice to the right of His Majesty to recover arrears of Land Rent or any other right of action by His Majesty in respect to any antecedent breach of covenant or other provision herein contained, and the rights shall survive the termination of this Lease, whether by act of the parties or by operation of law.

ARTICLE 16.00 OVERHOLDING

16.01 If the Lessee overholds after the expiration of the Term hereby granted without any further written agreement, the new tenancy thereby created shall be a tenancy from month to month which may be terminated by the Minister upon giving one month's notice in writing to the Lessee. In such case, the Lessee shall, during the time of such occupancy, pay a monthly land rent, to be set by the Minister, following the expiration of the Term. The overholding tenancy shall be subject to the covenants and other provisions herein contained so far as the same are applicable to such tenancy.

ARTICLE 17.00 OFFICIAL LANGUAGES

17.01 The Lessee shall endeavour:

- (a) to provide services to the public in both official languages of Canada; and
- (b) to provide signs, notices and printed materials used for the purpose of informing the public in both official languages of Canada.

17.02 At the request of the Superintendent, the Lessee shall obtain the approval of the Superintendent prior to the display or distribution of the signs, notices and printed materials referred to in Article 17.01 (b).

ARTICLE 18.00 DISPUTE

18.01 Any question or dispute that arises between the parties hereto over any of the covenants, terms, obligations, or provisions of this Lease or the interpretation thereof, shall be referred to the Federal Court of Canada.

ARTICLE 19.00 STATUTORY CONDITIONS

19.01 Section 20 of the *National Parks of Canada Lease and Licence of Occupation Regulations* SOR 92-25 and in particular Schedule IV thereof is hereby incorporated by reference.

ARTICLE 20.00 MISCELLANEOUS

20.01 Any notice, request or other communication required by or affecting this Lease may be served upon the parties hereto by sending it by mail, electronic mail, personal service, or any other technology-based system (provided the technology-based system yields a hard copy), postage or charges prepaid addressed to:

in the case of His Majesty
Minister of the Environment
c/o the Superintendent
Lake Louise, Yoho and Kootenay Field Unit
Box 213
Lake Louise, Alberta TOL 1E0

and

in the case of the Lessee

the Lessee's last known address, or to the Land itself, or by leaving it at that address, or by personally serving it upon the party referred to therein.

Any notice addressed by mail to His Majesty or to the Lessee pursuant to this Article is deemed to have been effectively given on the seventh (7th) business day following the date of mailing. Such addresses may be changed from time to time by either party giving notice as provided herein

20.02 A waiver, condonation, forgiveness or forbearance by either party hereto of the strict performance by the other of any covenant or provision of this Lease shall be in writing and shall not of itself constitute a waiver of any subsequent breach of that covenant or provision or any other covenant or provision thereof. The failure of His Majesty to require the fulfilment of any obligation of the Lessee, or to exercise any rights herein contained shall not constitute a waiver or acquiescence or surrender of those obligations or rights.

20.03 If for any reason any covenant or provision contained in this Lease, or the application thereof to any party, is to any extent held or rendered invalid, unenforceable or illegal, then such covenant or provision shall be deemed to be independent of the remainder of this Lease and to be severable and divisible from this Lease. The invalidity, unenforceability or illegality shall not affect, impair or invalidate the remainder of this Lease or any part thereof. The intention of His Majesty and the Lessee is that this Lease would have been executed without reference to any portion which may, for any reason and extent, be declared or held invalid, unenforceable or illegal. In the event that any covenant or condition is so determined, the Minister may, in the Minister's sole discretion, replace the covenant or condition with a new covenant or condition which would reflect the intention of the parties in the original covenant or condition.

20.04 The parties hereto specifically covenant and agree that no partnership, joint venture or any agency relationship is created or intended to be created between His Majesty

and the Lessee pursuant to this Lease. The only relationship is that of lessor and lessee.

- 20.05 The Lessee hereby confirms that it has not, nor has any person on its behalf, given, promised or offered to any official or employee of His Majesty for or with the view to obtaining this Lease, any bribe, gift or other inducement and that it has not, nor has any person on its behalf, employed any person to solicit or secure this Lease upon any agreement for a commission, percentage, brokerage or contingent fee.
- 20.06 Whenever the provisions of this Lease, unless the text expressly states otherwise, require an approval of or consent to any action, request, document or plan by a party or require any party to be satisfied as to any of the foregoing, a party shall not arbitrarily or unreasonably withhold, delay or exercise such approval or consent. It shall be considered reasonable that in addition to anything set forth in this Lease, His Majesty, the Minister and the Superintendent may consider applicable statutes and regulations thereunder, government policies, Park management plans, and Park community plans as well as anything that may be necessary for the preservation, control or management of the Park or for the safety of the public. Furthermore, nothing herein shall limit any discretion of His Majesty, the Minister or the Superintendent which discretion is set forth under any applicable statutes and regulations thereunder. In addition, the Lessee acknowledges and agrees that it shall be considered reasonable for His Majesty, the Minister and the Superintendent to take the time for appropriate internal consultation as well as consultation with third parties as may be necessary for the granting of such approval or consent.
- 20.07 Time is of the essence of this Lease and all of the provisions hereof.
- 20.08 No implied terms or obligations of any kind on behalf of His Majesty shall arise from anything in this Lease or any improvements effected by the Lessee, and the express covenants and agreements herein contained and made by His Majesty are the only covenants and agreements upon which any rights against His Majesty are to be founded.
- 20.09 No exercise of any specific right or remedy of His Majesty shall prejudice or preclude His Majesty from exercising any other right or remedy provided by this Lease or allowed at law or in equity. No right or remedy provided to His Majesty by this Lease or at law or in equity shall be exclusive or dependent upon any other such right or remedy, and His Majesty may, from time to time, exercise any one or more such rights or remedies independently or in combination.
- 20.10 The captions and headings throughout this Lease are inserted for convenience of reference only and are not intended to describe, define or limit the scope, extent or intent of this Lease, or any provision thereof.
- 20.11 Every provision herein contained shall enure to the benefit of and be binding upon His Majesty, His heirs, successors and assignors and the Lessee, its heirs, executors, administrators, permitted successors and permitted assignors. Where there is more than one Lessee, all covenants and other provisions herein contained shall be construed as being joint and several, and when the context so requires or permits, the singular number shall be read as if the plural were expressed, and the masculine gender as if the feminine or neuter, as the case may be, were expressed.

20.12 This Lease constitutes the entire agreement between the Lessee and His Majesty with respect to the subject matter of this Lease. There are no collateral warranties or agreements.

IN WITNESS WHEREOF, the parties have executed this Lease.

Parks Canada Agency, on behalf of
His Majesty the King in right of Canada

Witness

François Masse
Superintendent
Lake Louise, Yoho, Kootenay Field Unit
Banff National Park

Improvement District No. 9

Dave Schebek
Chair, Board of Directors

AFFIDAVIT OF WITNESS
(Improvement District No.9)

CANADA
PROVINCE OF ALBERTA
TO WIT:

I, _____, _____
(Name) (Occupation)
of _____ in the Province of _____.
(City/Town) (Province)

MAKE OATH AND SAY:

1. That I was personally present and did see Dave Schebek, named in the within instrument, who is personally known to me to be the person named therein, duly signed and execute the same for the purpose therein named and that they are in my belief of the full age of eighteen years.
2. That the said instrument was executed at _____, _____.
(City/Town) (Province)
3. That I am the subscribing witness to the said instrument.

SWORN before me at)	
_____ in the)	
Province of _____)	
this ___ day of _____, 2024)	_____
)	Witness Signature
)	
_____)	
Commissioner of Oaths/Notary Public)	

AFFIDAVIT VERIFYING CORPORATE SIGNING AUTHORITY
(Improvement District No.9)

CANADA
PROVINCE OF ALBERTA
TO WIT:

I, Dave Schebek, Chair, Board of Directors
(Name) (Occupation)
Of Banff in the Province of Alberta.
(City/Town) (Province)

MAKE OATH AND SAY:

1. I am an officer or a director of **IMPROVEMENT DISTRICT NO. 9.** named in the within or annexed instrument.
2. I am authorized by the corporation to execute the annexed instrument without affixing a corporate seal.

SWORN before me at)	
_____ in the)	
Province of _____)	
this ___ day of _____, 2024)	_____
)	Dave Schebek
)	
_____)	
Commissioner of Oaths/Notary Public)	

LEASE

BETWEEN

**HIS MAJESTY THE KING
in right of Canada**

AND

IMPROVEMENT DISTRICT NO. 9

**Parcel BP, CLSR Plan 112767
105 Village Road, Lake Louise
Fire Hall**