

ATTACHMENT 1

Transaction Framework (Public Information)

The following represents the public elements of the approved Land Sale Agreement between the City of Edmonton and 1610227 Alberta Ltd. and Alldritt Land Corporation (the "Buyer"):

Base Purchase Price:

- A base purchase price reflecting the market value of the Sale Land will be paid by the Buyer on the Closing Date.
- The market value of the Sale Land has been established by a qualified internal appraiser working in the City's Civic Property Services business area.

Adjustment to Purchase Price for Increased Development Rights (Additional Purchase Price):

- An additional payment based on increased development rights obtained through the rezoning and used in the development permit.
- Calculation is based on:

	Final Buildable Square Footage
<i>Less:</i>	<u>Current Base Buildable Square Footage</u>
<i>Equals:</i>	Additional Development Rights
	Additional Development Rights
X	<u>Shared Unit Rate</u>
<i>Equals:</i>	Additional Purchase Price

Initial Public Access Easement Area

- The City will obtain an Initial Public Access Easement on the Buyer Lands to construct and operate an interim park for a predetermined fee. These easement rights shall be for a minimum of 2 years and this interim park will remain in place until the construction of the development is commenced on the top of bank lands.
- The Initial Public Access Easement will be for the Buyers Lands (i.e. the lands on the top of the bank).
- The Initial Public Access Easement will terminate and be discharged upon the completion of construction of the Development.

Restrictive Covenant

- This restrictive covenant will be granted over the Buyer's Land by the registered owners to the City and will restrict the use of the Buyer's Land to a passive public park or passive recreational purposes.
- Temporary interruptions to the Restrictive Covenant are permitted for the construction of the Development and other associated work, as approved in the rezoning Bylaw.
- The Restrictive Covenant shall terminate and be discharged upon the completion of development as dictated by the approved rezoning Bylaw.

Public Access Easement Area and Public Access Easement Fee

- After the completion of construction for the Development, the City will pay the Buyer a one time Public Access Easement Fee to secure easement rights over the Public Amenity Space. The Public Amenity Space is the final public park space that will be constructed as part of the Buyer's development.

Conditions Precedent - the sales agreement is subject to:

- A) Buyer's Soils Condition
- B) Subdivision Condition- the Buyer subdividing lands from Louise McKinney Park
- C) Buyer's Subdivision Condition - gives Buyer ability to review and approve conditions of the subdivision
- D) City's Subdivision Condition - gives City ability to review and approve conditions of subdivision
- E) Buyer's Financing Condition
- F) Rezoning of the Sale Land: Condition Date: May 4, 2017
- G) Public Access Easement Condition- the Buyer and the City entering into an agreement for the Buyer granting access to public amenity space
- H) Buyer's Buildings Condition- demolition of pink and blue owner buildings. Condition Date: January 31, 2018
- I) Road Closure Bylaw Condition: Condition Date: May 4, 2017
- J) Road Improvement Agreement Condition - Separate agreement dictating what roadway improvements must be completed surrounding the site.
- K) Caveat Discharge Condition- the City obtaining discharges of registered instruments on title.
- L) Retaining Wall Condition- the Buyer entering into any necessary agreements with the City to repair and maintain the existing retaining wall alongside Grierson Hill.
- M) Ownership Condition - the Buyer becoming registered owner of title to all Owner Lands (currently Suncor is the registered owner of the Buyer's Land) by the Condition Date

Other Key Terms:

- A) Buyback Option on Sale Land - The City has an option to buyback the Sale Land if commencement of construction does not occur on or before the Development Commencement date.
- B) Condition Precedent Date of June 30th 2020 for all those Condition Precedents which do not have a specified Condition Date
- C) Deposit to be paid by the Buyer
- D) Development Commencement (10 years or such earlier date described in the zoning) and Development Completion Date (5 years following Commencement)
- E) Development Environmental (LEED) Certification Equivalent
- F) Development Minimum (40 Storeys and minimum buildable square footage of 511,487)
- G) Performance Fee to be paid by the Buyer that helps ensure that the Development is built to a LEED Certification equivalent standard and that the Development will be completed by the Development Completion Date