

RECOMMENDATIONS

2. Council authorizes the proposed tripartite agreement subject to the following fundamental terms and conditions:

TRIPARTITE AGREEMENT

This Agreement made as of the 1st day of June 2022.

B E T W E E N:

THE CITY OF CALGARY (the "City")

- and -

CALGARY YOUNG WOMEN'S CHRISTIAN ASSOCIATION (the "Proponent")

- and -

CANADA MORTGAGE AND HOUSING CORPORATION ("CMHC")

WHEREAS pursuant to a lease dated December 16, 1982, the City leased certain lands to Royal Trust Corporation of Canada (the "Original Lease");

AND WHEREAS pursuant to an Assignment and Assumption Agreement dated December 22, 2016, Royal Trust Corporation of Canada assigned the Original Lease to the Proponent;

AND WHEREAS pursuant to a letter agreement dated December 8, 2020, the City and the Proponent agreed to renew the Original Lease for a further term of 50 years;

AND WHEREAS the Original Lease was amended by an amending agreement fully executed on April 6, 2022, between the City and the Proponent (Original Lease, as amended and renewed, referred to as "Lease");

AND WHEREAS pursuant to a contribution agreement dated January 10, 2022 between CMHC and the Proponent (the "Contribution Agreement") to finance the development of the Leased Lands, CMHC has agreed to provide financing to the Proponent;

AND WHEREAS the City and the Proponent will be entering into a new lease to better contemplate the affordable housing and crisis shelter projects located at the Sheriff King Home site, all subject to CMHC's consent as set out in this Agreement, and such new lease may require an amendment to this Agreement.

The parties agree as follows:

1. CONFLICT OF DOCUMENTS

In the event of any ambiguity, conflict or inconsistency between the provisions of this Agreement, the Contribution Agreement and/or the Lease, the provisions of this Agreement shall prevail.

2. TERM

This Agreement is in effect as of the date hereof and shall remain in effect until the expiry of the Term (as defined in Section 3 of the Contribution Agreement) of the Contribution Agreement (the "Tripartite Term").

3. CONSENT AND INCORPORATION BY REFERENCE

- (1) The City agrees that during the Tripartite Term it will not amend, supplement, restate, substitute or replace the Lease without first consulting with CMHC and receiving CMHC's prior written consent thereto, which may not be unreasonably withheld.
- (2) The City further agrees that any amendment to, supplement to, restatement of, substitute of or replacement of the Lease shall be in accordance with CMHC's leasehold requirements, as amended from time to time. The City also acknowledges that CMHC, when granting its consent, may impose any conditions (including an amended, restated, or replacement tripartite agreement) it considers necessary and appropriate, acting reasonably.
- (3) Sections 8, 19(a), and 19(b)(i) of the Lease are incorporated into this Tripartite Agreement by reference and shall apply mutatis mutandis during the Tripartite Term.

4. ASSIGNMENT

No party to this Tripartite Agreement may assign, transfer or otherwise dispose of any part of its rights, interest in or obligations under this Agreement without the prior written consent of the other parties.

5. NOTICES

- (1) All notices, requests, demands, instructions, certificates, consents and other communications required or permitted under this Tripartite Agreement shall be in writing (whether or not "written notice" or "notice in writing" is specifically required by the applicable provision of this Tripartite Agreement) and served by sending the same by registered mail, by hand or transmitted by facsimile or e-mail as follows:

If to the City: The City of Calgary
Real Estate & Development Services
P.O. Box 2100, Station 'M'
Mail Code #8052
Calgary, Alberta T2P 2M5
Attention: Manager, Land & Asset Management
Fax No.: (403) 268-1948

With a copy to:

The City of Calgary
Law, Legal Services
12th Floor, 800 Macleod Trail SE
Calgary, Alberta T2G 2M3
Attention: Manager, Planning & Real Estate
Fax No.: (403) 268-4634

If to CMHC: Canada Mortgage and Housing Corporation
700 Montreal Rd.
Ottawa, ON K1A 0P7
Attention: Sylvie Bourdon, Vice President, Legal Services
Facsimile No.: (613) 748-4098

If to the
Proponent: Calgary Young Women's Christian Association
1715 – 17 Avenue SE
Calgary, Alberta T2G 5J1
Attention: Chief Financial Officer

(2) Subject to Section 5(1):

- (i) a notice given by registered mail shall be deemed to have been received on the third business day after mailing;
- (ii) a notice given by hand delivery shall be deemed to have been received on the day it is delivered; and
- (iii) a notice given by facsimile or e-mail shall be deemed to have been received on the day it is transmitted.

- (3) If any notice delivered by hand delivery or transmitted by facsimile or e-mail is so delivered or transmitted either on a day that is not a business day or on a business day after 4:00 p.m. (recipient's local time), then such notice shall be deemed to have been received by such recipient on the next following business day.

6. Amendments

This Agreement may not be varied, amended or supplemented except by an agreement in writing signed by duly authorized representatives of the parties and stating on its face that it is intended to be an amendment, restatement or other modification, as the case may be, to this Agreement.

7. PROPONENT ACKNOWLEDGEMENT

The Proponent acknowledges the terms and conditions specified herein and consents to the arrangements specified in this Tripartite Agreement, notwithstanding that they may be different from the terms of the Contribution Agreement or the Lease, as the case may be.

IN WITNESS WHEREOF the Parties have executed this Agreement as of the date first above written.

THE CITY OF CALGARY

Per: _____

Name: _____

Title: _____

Per: _____

Name: _____

Title: _____

I/We have authority to bind the Corporation

CANADA MORTGAGE AND HOUSING CORPORATION

Per:

Name:

Title:

Per:

Name:

Title:

I/We have authority to bind the Corporation

CALGARY YOUNG WOMEN'S CHRISTIAN ASSOCIATION

Per:

Name:

Title:

Per:

Name:

Title:

I/We have authority to bind the Corporation