

GEF Seniors Housing Holyrood Land Lease - Terms and Conditions

1. Term

60 years

2. Termination

Upon the termination or expiry of the lease, the City has the choice whether the site is returned to the city with the improvements removed or if the site is to be returned to the City with the improvements remaining.

3. Option to Extend

GEF has the option to extend the Term of the lease for two further periods; the first period for 10 years and the second period for five years. These options to extend the Term may be exercised by GEF provided GEF is not in default of any lease obligations at the time the option to extend is or may be exercised.

4. Use

The site can only be used for the construction and operation of self-contained affordable seniors housing.

5. Conditions Precedent

At minimum, the Lease shall be conditional on the following conditions:

- the property must be rezoned from Semi-detached Residential Zone (RF4) to Low Rise Apartment Zone (RA7)
- GEF conducting soil tests and environmental studies on the property to the satisfaction of GEF
- GEF obtaining any development permits as may be required for the construction of the facilities
- GEF completing a Community Information Process to the satisfaction of both the City and GEF
- GEF providing a Good Neighbour Plan to the City, satisfactory to the City

6. Base Rent

\$1.00 per year

7. Repairs and Maintenance

GEF shall be responsible, at GEF's cost, for repair and maintenance of the site and all improvements, including, without limitation, the facility, landscaping, snow removal, garbage and recycling, janitorial, utilities, security monitoring.

An annual facility Condition Index Report shall be completed and submitted to the City.

8. Capital Repairs and Rehabilitation

GEF will undertake capital repairs, rehabilitation and/or replacement of all improvements.

9. Assignment and Subletting and Licenses

GEF shall not assign, transfer, sublet or part with possession of the site or part of the site without first obtaining the written consent of the City. However, GEF will be able to enter into leases or licenses for residents of the facility in the normal course of GEF's operation of the facility.

If CMHC is a lender to the development then the assignment clause will need to be amended to have no restriction on whom CMHC may assign the tenant's interest in the lease to.

10. Financial Accountability

Within 120 days of its financial year end for accounting purposes, GEF shall submit to the City at its sole cost, audited financial statements by an auditor registered as a public accounting firm setting out the Tenant's financial status at the end of the operating year, every year of the term of the lease and any renewals thereof.

11. Insurance

GEF will be required to obtain insurance coverage acceptable to Risk Management. If GEF obtains lender financing of the development, then, in the case of total destruction of the development, insurance proceeds shall be applied first, toward payment of all monies owing to any lenders, including CMHC and, second toward clearing and restoring the site.

The lease and any ancillary agreements resulting from the lease shall be in a form acceptable to Legal Services, and in content acceptable to the Branch Manager, Real Estate. The approval by the Executive Committee of the lease of the site to GEF shall include the approval of such corrective, conformance and incidental amendments to the Term and Conditions and the form and contents of the lease agreement and all ancillary agreements, as may be necessary or desirable to give effect to or implement the lease of the site to GEF, all as may be subsequently approved by the Branch Manager of Real Estate.