

Prairie Sky Gondola Land Agreements: Status of Agreement Framework Terms

1. It is expressly understood that this Framework is not a legally binding document. Rather it is a statement of mutually agreed upon principles and an expression of mutual intent to engage in negotiations to enter into legally binding agreements based upon the principles set out herein.

Terms	Status
<p>2. The City and Prairie Sky will enter into negotiations for the following agreements; leases for the stations, licenses or easements for the towers and ropelines, and consent and access agreements on City road right of way, which would allow for the construction, operation and maintenance of the Project on those portions of the City Land generally shown on the conceptual design</p> <p>Status: Should a motion move forward for this report, it will allow Prairie Sky to begin the next steps of the project.</p>	<p>Future ▾</p>
<p>3. Final alignment of the project</p> <p>Status: A revised alignment is complete and is subject to approval in the land agreement. Additional refinement may be required as design progresses.</p>	<p>Land Agreement ▾</p>
<p>4.a.i. Owner of Power Plan Station Lands and Rezoning to (AN) River Valley Activity Node</p> <p>Status: Ownership of the Power Plant Station Lands is a condition precedent to be completed by the First Condition Date. Rezoning of the lands will occur following approval of the agreements.</p>	<p>Land Agreement ▾</p>
<p>4.a.ii. City negotiating partial surrender agreements for lands.</p> <p>Status: Due to realignment, this is no longer applicable.</p>	<p>Not Applicable ▾</p>
<p>4.a.iii. Replacement of washrooms</p> <p>Status: Due to realignment, this is no longer applicable.</p>	<p>Not Applicable ▾</p>

Attachment 2

Terms	Status
<p>4.a.iv. City entering into surrender agreement for Provincial lands needed for Whyte Ave Station</p> <p>Status: Due to realignment, this is no longer applicable</p>	Not Applicable ▾
<p>4.a.v. Prairie Sky obtaining lease for Provincial lands needed for Whyte Ave Station</p> <p>Status: Due to realignment, this is no longer applicable</p>	Not Applicable ▾
<p>4.a.vi. Prairie Sky implementing the Public and Indigenous Engagement Plan dated November 8, 2020</p> <p>Status: Required as a Condition Precedent to be implemented by the Second Condition Date</p>	Land Agreement ▾
<p>4.a.vii. City and PSG agreeing on the extent of mutually beneficial integration of the Project with the City's public transit system.</p> <p>Status: Required as a Condition Precedent to be implemented by the Second Condition Date</p>	Land Agreement ▾
<p>4.a.viii. Prairie Sky obtaining all federal, provincial, municipal or other</p> <p>Status: Required as a Condition Precedent to be implemented by the Second Condition Date</p>	Land Agreement ▾
<p>4.a.ix. The City as the landowner, reviewing and approve PSG's application for rezoning for the City titled land</p> <p>Status: Required as a Condition Precedent to be implemented by the Second Condition Date</p>	Land Agreement ▾
<p>4.a.x. PSG, at its sole cost, obtaining the rezoning of the City titled land to the (DC2) Site Specific Development Control Provision zoning or such other zoning accepted by the City and PSG</p> <p>Status: Required as a Condition Precedent to be implemented by the Second Condition Date</p>	Land Agreement ▾

Attachment 2

Terms	Status
<p>4.a.xi. PSG aligning the design of the project with the Capital City Downtown Plan and all other relevant statutory documents and making commercially reasonable efforts to align the design of the project with the Touch the Water Promenade, Rossdale Power Plant reuse, McDougall Hill Pedestrian Bridge, South Edge Promenade in the Downtown Public Spaces Plan, River Crossing Initiative, the Queen Elizabeth Park Master Plan, the Old Strathcona Public Realm Strategy and the Mainstreet Guidelines.</p> <p>Status: Required as a Condition Precedent to be implemented by the Second Condition Date</p>	<p>Land Agreement ▾</p>
<p>4.a.xii. PSG developing a tree protection plan for City land</p> <p>Status: Required as a Condition Precedent to be implemented by the Second Condition Date</p>	<p>Land Agreement ▾</p>
<p>4.a.xiii. PSG provides open book access for its operating and capital models.</p> <p>Status: Prairie Sky met with Administration three times to satisfy this requirement.</p>	<p>Complete ▾</p>
<p>4.a.xiv. Operational Continuity Plan provided during project development and design.</p> <p>Status: Required as a Condition Precedent to be implemented by the Second Condition Date</p>	<p>Land Agreement ▾</p>
<p>4b. Prairie Sky would pay market value for the rights to the City Land obtained pursuant to the Land Agreements.</p> <p>Status: Accounted for in the Land Agreements</p>	<p>Land Agreement ▾</p>
<p>4c. The capital cost of construction will be borne by PSG without contribution from the City.</p> <p>Status: Accounted for in the Land Agreements</p>	<p>Land Agreement ▾</p>

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Terms	Status
<p>4d. The operating costs, including all capital maintenance and rehabilitation, would be borne by PSG without contribution from the City. The Land Agreements would include repair, maintenance and rehabilitation obligations.</p> <p>Status: Accounted for in the Land Agreements</p>	<p>Land Agreement ▾</p>
<p>4e. PSG would work to reasonably mitigate the ecological footprint, and geotechnical impact of, the Stations and the Towers in the river valley.</p> <p>Status: Accounted for in the Land Agreements</p>	<p>Land Agreement ▾</p>
<p>4f. PSG would work with Indigenous groups to ensure that all excavations and construction activities at the Power Plant Station site are conducted with great respect for, and preservation of, the archaeological history of the site.</p> <p>Status: Required as a Condition Precedent to be implemented by the Second Condition Date</p>	<p>Land Agreement ▾</p>
<p>4g. At the expiration of the Land Agreements, PSG would, at its sole cost, demobilize and remove the Project and remediate the City Land in accordance with the terms of the Land Agreements.</p> <p>Status: Accounted for in the Land Agreements</p>	<p>Land Agreement ▾</p>
<p>4h. PSG would provide the City with surety or security, including without limitation monetary security, to secure the costs of demobilization and removal of the Project and remediation of City Land and associated liabilities in accordance with the Land Agreements.</p> <p>Status: Accounted for in the Land Agreements</p>	<p>Land Agreement ▾</p>
<p>4i. PSG, at its sole cost, obtain insurance satisfactory to the City for the construction and operation of the Gondola.</p> <p>Status: Accounted for in the Land Agreements</p>	<p>Land Agreement ▾</p>

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<p>4j. Intent of the parties is that PSG be solely responsible and liable for all costs and liability associated with the Project. PSG would therefore provide the City with a release for all costs, claims and liability and indemnify and hold harmless the City from and against any liability arising out of PSG's possession, use or occupation of City Land, including any third party claims for personal injury, property damage, impacts on adjacent lands and landowners or environmental hazards or conditions which may be brought to or occasioned by PSG during the period of construction, operation, or demobilizing the Project.</p> <p>Status: Accounted for in the Land Agreements</p>	<p>Land Agreement ▾</p>
<p>4k. PSG would maintain the Project in good and substantial condition, including any repair or upgrade as may be necessary for suitable use of the Gondola.</p> <p>Status: Accounted for in the Land Agreements</p>	<p>Land Agreement ▾</p>
<p>5. City Council approval of land agreements</p>	<p>Land Agreement ▾</p>