

Opportunity to purchase land for multi-family housing development

The lands

- A portion of Franklin Station Park-and-Ride, municipally known as 2734 Radcliffe DR SE (Plan 8510947, Block 1, Lot 1)
- Approximately 2.68 acres of developable land located on the southeast side of Franklin C-Train Station in the community of Albert Park/Radisson Heights

Background

- Calgary is in a housing crisis. Over 84,600 households cannot afford where they currently live, and the number is growing. Rental prices and housing costs continue to rise, and more Calgarians are seeing their dreams of home ownership becoming further out of reach.
- The City of Calgary (“The City”) has a plan to make it easier to build housing of all kinds across the city, make more land available to build housing and ensure those in the greatest need have a place to call home. *Home is Here*, The City of Calgary’s [Housing Strategy 2024-2030](#), outlines a coordinated approach to addressing Calgary’s housing crisis realized through participation and collaboration of each order of government, the community, the housing sector and local home builders.
- The City of Calgary is seeking an opportunity to work with a qualified developer to pursue an outline plan, land use amendment, and subdivision, and ultimately sell the land for a housing development opportunity. The successful applicant will be brought on early in the process to ensure collaboration through the planning process and eventual development of housing.
- The project area is intended to include the south Park-and-Ride lot of the Franklin CTrain Station, nearby green space, and a portion of Radcliffe Drive SE. [Franklin Station Area Improvements](#) will enable better mobility, connectivity, and safety to and from the station, and help address the current housing and affordability challenges Calgary is experiencing.

Project intent

- In alignment with Council’s direction, The City of Calgary is inviting applications from qualified **developers** looking to **work with The City** to purchase land for the development **of non-market housing**, to include an affordable housing component preferably with three+ bedroom units to house and support families.
- The City, in conjunction with the purchaser, is to pursue an amendment of the land use to MU-1 (Mixed Use – General District) with a height modifier of up to 90m.
- The Purchaser is to obtain Building Permits for a minimum of 200 residential units by October 31, 2026.

Qualified Applicants

- Applications are limited to eligible applicants who can demonstrate competency in the following criteria:
 1. Must have the goal of supporting development of non-market housing
 2. The successful Proponent will be required to obtain Building Permit approval for a minimum of 200 units by October 31, 2026.
- The successful applicant will be responsible for all project costs related to public engagement, building and development permitting.

In order to properly assess the purchaser's application, we require as much detail as possible at this time. Please provide the following information with your application:

- Relevant Industry Experience – Provide examples of past and relevant current projects. Provide commentary on how these examples are similar and demonstrate relevant experience.
- Schedule – Provide a proposed project schedule. Include high level milestones such as development permit, building permit, construction start and occupancy. Include the planned project team to demonstrate ability to deliver and any current projects which will be underway during this proposed project schedule.
- Provide a description of the proposed mix of housing (type and tenure including any below market housing options).
- Proof of funds to close and complete development (letter of support from a qualified, reputable financial institution).

Technical reports available

- Phase I Environmental Site Assessment (ESA) Report
- Franklin Station TOD – Traffic Impact Assessment (Under Review)
- Site concept plans
- Sanitary Servicing Study (Under Review)

Please submit your completed Purchaser Application Form to:

- Jay Peressini, SR/WA
Senior Sales Agent
The City of Calgary Real Estate & Development Services
jay.peressini@calgary.ca
Phone: (403) 554-0780

Application information

To be considered, a submission must be complete and include the following:

- Completed Purchaser Application Form
- Submission criteria as set out in Section 5.0 of the Request for Applications
- Alberta Corporate Search carried out within the last 30 days for the Corporation that is to appear on Title.
- Letter from the purchaser acknowledging licensed broker/associate representation (*if applicable*)
- Demonstrate experience of past developments (i.e. development plans).
- Mixed market project proforma

Terms and Conditions are subject to modification throughout The City's Corporate Approval process. The City shall notify the Purchaser in writing of any modifications made to the proposal letter. There shall be no binding obligations on any party until all of the legal agreements are fully executed.

The City reserves the right to negotiate with only those parties it determines, in its sole discretion. The City reserves the right to amend or abandon any property listing at its sole discretion.



Please complete this form if you are interested in purchasing land from The City of Calgary. The information you provide is not an offer or a contract and does not constitute an interest in land. The purpose of this form is to provide information to The City of Calgary regarding a desire to purchase a property. The completion and tendering of the form in no way obligates the applicant to purchase the property in question and is not in any way binding upon The City of Calgary. It is for information purposes only.

Real Estate & Development Services will review the form and contact you to confirm whether or not The City of Calgary will consider your application for negotiation.

PROPERTY

| | |
|--------------------------------------|--|
| Legal Plan | Plan 8510947; Block 1: Lot 1 |
| Property Area | 5.02 acres (2.032 hectares) more or less 2.68 acres (1.085 hectares) more or less |
| Municipal Address(es) | 2734 Radcliffe Dr SE |
| Asking Price | TBD |
| Total Purchase Price Offered* | |

CONTACT INFORMATION

| | |
|--|--|
| Purchaser's Name* <i>that is to appear on title</i> | |
| Contact Person* | |
| Phone Number* | |
| Fax Number | |
| E-mail Address* | |
| Address | |
| City | |
| Province/State | |
| Postal/Zip Code | |
| GST Registration No. * <i>GST is the responsibility of the purchaser</i> | |

LICENSED BROKER / ASSOCIATE (IF APPLICABLE)

If using a licensed broker/associate, all negotiations must take place through them. Licensed brokers/associates involved in the transaction that are directors or shareholders of the company purchasing the property will not receive a referral or finder's fee. Please refer to the FAQs on <https://www.calgary.ca/realestate/finders-fees.html> for finder's fee structure and information on when fees are payable.

| | |
|--|--|
| Associate's Name and Brokerage* | |
| Associate's Phone Number* | |
| Associate's E-Mail* | |

| | |
|---|--|
| Where did you hear about this listing?* | <input type="checkbox"/> Other: |
| <input type="checkbox"/> Associate/realtor <input type="checkbox"/> Industry mailout <input type="checkbox"/> Direct mail <input type="checkbox"/> Online search | <input type="checkbox"/> Calgary.ca/realestate <input type="checkbox"/> Dispatch newsletter <input type="checkbox"/> Social Media <input type="checkbox"/> Roadway sign |

* indicates a required field

LAWYER INFORMATION

| | |
|------------------------|--|
| Name and Firm | |
| Phone Number | |
| Fax Number | |
| E-mail Address | |
| Address | |
| City | |
| Province/State | |
| Postal/Zip Code | |

* indicates a required field

The proposed corporation that is to hold title to the property must be either a corporation incorporated in Alberta or a corporation extra-provincially registered in Alberta. The ability to change the corporation that is to hold title should be made prior to the expiry of the due diligence period. After the due diligence period changes to a corporate entity would be permitted at The City's sole discretion.

Signature _____
Date

This information is collected under the authority of section 33 (c) of the *Freedom of Information and Protection of Privacy Act* and for the purpose of property sale transactions with The City of Calgary. It is protected by the privacy provisions of the *Freedom of Information and Protection of Privacy Act*.

SALE TERMS AND CONDITIONS (these terms and conditions will form part of the formal Agreement of Purchase and Sale). All proposed terms and conditions outlined within this offering may be open to amendment by the Parties to reach a mutually acceptable transaction.

1. Property:

A portion of 2734 Radcliffe DR SE (Plan 8510947, Block 1, Lot 1), comprising the net developable area remaining for sale after land use and outline plan, and registration of a plan of subdivision.

2. Consideration:

To be based on market value of the Property, as determined by the average of three independent appraisals upon satisfaction of Conditions Precedent 3.a. and 3.b, at the sole discretion of the Vendor.

3. Conditions Precedent:

- (a) The Vendor shall, at its sole cost and expense, obtain subdivision plan approval, final plan endorsement and registration for the Property on or before March 31, 2025.
- (b) The Vendor shall, at its sole cost and expense, obtain land use and outline plan approval for the Property on or before January 31, 2025.
- (c) The successful Proponent will be required to obtain Building Permit approval for a minimum of 200 units by October 31, 2026.
- (d) The Parties to enter into a Memorandum of Understanding (“MOU”) outlining the roles and responsibilities as it pertains to the required Planning applications and sale of the Property.
- (e) If Applicable: Upon satisfaction of Conditions Precedent 3.c., The Vendor shall grant the Purchaser an Option to Purchase the Property;
 - i. Term and Commencement Date: Commencing upon satisfaction of 3.a., 3.b., and 3.c on or before April 30, 2025.
 - ii. Exercise: The Purchaser may only exercise the Option to Purchase upon satisfaction of Conditions Precedent 3.a., 3.b and 3.c.
 - iii. Closing Date: One hundred twenty (120) days following notice of exercise of the Option to Purchase, or as agreed to by the Parties.
 - iv. Conditions Precedent & Special Terms and Conditions: to be negotiated between the Parties.

4. Special Terms and Conditions:

- (i.) A deposit is required following The City’s acceptance of the Purchaser Application Form and may be payable by electronic fund transfer. The deposit will be non-refundable upon execution of the Agreement of Purchase and Sale and waiver/ satisfaction of all Conditions Precedent.

- (ii.) The Purchaser will be required to consider and undertake the Developer Obligations as part of the sale, at their sole cost and expense.
- (iii.) The Property is sold on an "as is" basis and the Purchaser is purchasing the Property at its own risk. The Vendor provides no representation or warranty in regard to the presence or absence of any environmental contamination or hazardous substances.

The Purchaser shall assume all liabilities and obligations relating to the condition, environmental or otherwise, of the Property, whether such liability or obligation arose on, before or after the Closing Date, including but not limited to any liability or obligation for any contamination or clean-up of any substance at any time on or under the Property.

The Purchaser shall release and discharge the Vendor from and against any and all claims incurred or suffered by the Purchaser, including, but not limited to, those made or imposed at any time by any government authority or other third party, with respect to (1) any contamination of the Property or any adjoining or neighbouring properties, (2) the condition, including the environmental condition, of the Property, and (3) any reclamation or remediation of the Property or any adjoining or neighbouring properties as may be undertaken or required.

The Purchaser shall indemnify and save harmless the Vendor from and against any claims incurred or suffered by the Vendor, including, but not limited to, those made or imposed by any government authority or other third party with respect to (1) any contamination of the Property, regardless of whether or not such contamination occurred on, before or after the Closing Date; (2) the condition, including the environmental condition, of the Property; and (3) any reclamation or remediation of the Property or any adjoining or neighbouring lands as may be undertaken or required, notwithstanding that those claims may have been caused or contributed to by the negligence of the Vendor, or any predecessor to the Vendor in title to the Property.

- (iv.) The Purchaser expressly acknowledges and agrees that the Property is not being sold for the purposes of re-sale, speculation, or as a holding property and accordingly, the Purchaser agrees that it will not sell or assign the Property unless the prior written consent of the Vendor, which will not be unreasonably withheld, is first obtained. Any proposed transfer or assignment, at a minimum, must meet the following conditions:
 - (a) the approved transfer or assignment shall not release the Purchaser from its obligations under the sale unless an assignment and assumption agreement is entered into, which contractually obligates the assignee to assume all outstanding obligations in the Agreement of Purchase and Sale;
 - (b) the Purchaser, Vendor, transferee or assignee shall enter into an assignment and assumption agreement in a form and content satisfactory to the Vendor, and no transfer or assignment shall be valid until consented to by the Vendor

- (v.) All encumbrances currently appearing on title to the Property and any others required under the subdivision shall remain on title as permitted encumbrances for the original sale of the Property.
- (vi.) The Purchaser shall provide a Mixed Market Project Proforma outlining the proposed mix of non-market and market housing units, subsidized rent model, and whole set of project revenues and project expenses. The proposed mix of non-market and market housing units will be bound as part of the Developer Obligations in the sale.
- (vii.) The Purchaser shall provide a descriptive list of unique features in the proposed development that could include but are not limited to Affordability, Accessibility, Energy Efficiency and GHG Emissions Reductions, Support Services, Mixed-uses, Parks, and Amenities. This list will be bound as part of the Developer Obligations in the sale.
- (viii.) The Agreement of Purchase and Sale may not be assigned without the prior written consent of The City; and a guarantee by the Developer.
- (ix.) Upon entering into favourable terms and conditions for the real estate transaction component, The City shall provide the Developer with a non-binding proposal letter outlining the terms and conditions agreed to by the parties. The City will use this proposal letter to seek the appropriate corporate approval. If corporate approval is obtained, The City will draft a formal Agreement of Purchase and Sale, which once executed by the parties, will be the legally binding document that sets out the terms pursuant to which the Property will be conveyed to the Developer.
- (x.) The sale is subject to a building commitment (“Building Commitment”) to be satisfied within THIRTY-SIX (36) months from the Closing Date (the “Building Commitment Date”). Building Commitment is defined as the Purchaser completing construction of the development, as evidenced by receipt of an occupancy permit.

5. Permitted Encumbrances:

| <u>Registration No.</u> | <u>Date</u> | <u>Particulars</u> |
|-------------------------|-------------|---|
| 6752KT. | 08/01/1971 | UTILITY RIGHT OF WAY GRANTEE - THE CITY OF CALGARY. AS TO PORTION OR PLAN:7976JK |
| 771 077 471 | 14/06/1977 | UTILITY RIGHT OF WAY GRANTEE - THE CITY OF CALGARY. AS TO PORTION OR PLAN:7710887 |

**FRANKLIN STATION
Purchaser Application Form**

| | | |
|-------------|------------|---|
| 771 147 064 | 20/10/1977 | ZONING REGULATIONS SUBJECT TO CALGARY INTERNATIONAL AIRPORT ZONING REGULATIONS |
| 851 168 981 | 07/10/1985 | UTILITY RIGHT OF WAY GRANTEE - THE CITY OF CALGARY. AS TO PORTION OR PLAN: 8510948 |
| 981 216 273 | 21/07/1998 | EASEMENT OVER LOT 2 BLOCK 1 ON PLAN 9711561 FOR BENEFIT OF LOT 1 BLOCK 1 ON PLAN 8510947 (AS TO PLAN 9812014) |
| 981 216 274 | 21/07/1998 | EASEMENT OVER LOT 2 BLOCK 1 ON PLAN 9810730 FOR BENEFIT OF LOT 1 BLOCK 1 ON PLAN 8510947 (AS TO PLAN 9812014) |
| 981 310 855 | 06/10/1998 | EASEMENT OVER PLAN 8911094 BLOCK 2 FOR BENEFIT OF PLAN 8510947 BLOCK 1 LOT 1 (PORTION DESCRIBED) |
| 241 000 337 | 02/01/2024 | EASEMENT AS TO PORTION OR PLAN:2410001 OVER AND FOR BENEFIT OF: SEE INSTRUMENT |

PURCHASER COMMENTS/ADDITIONAL TERMS: