

**Living Skies Property Commission
December 3, 2021**

Present	Annette Taylor (chair), Daryl Woods, George Thurlow, Gayle Wensley, Jonathan Zacharias, Bev Kostichuk (secretary)
Staff Present	Shannon McCarthy
Lawyer	Elizabeth (Beth) Williamson, Williamson Law, Saskatoon, SK
Call to order	Annette called the meeting to order at 9:30 a.m.
Knox United Church	Beth reviewed the Memorandum of Agreement and Understanding between Knox United church and Meridian Development Corp. She reviewed issues and concerns that she found in this agreement (See attached Addendum 1). These were discussed as well as concerns of Commission members. Daryl advised that Knox has a management company managing their current parking lot and plan to have them manage the future parking stalls.
Action Plan	<ul style="list-style-type: none"> • Beth will prepare a written document of the issues that she raised (see Addendum 1) • Daryl will invite the trustees and their lawyer to attend our December 10 meeting. • Annette will send the documents regarding this agreement to Tim Blair at United Property Resource Corporation (UPRC)
Adjournment	Annette adjourned the meeting at 10:40 a.m.
Upcoming meetings	Zoom meetings at 9:30 a.m. on December 10 th Gayle will lead opening worship

ADDENDUM 1

December 5, 2021

Property Commission Living Skies Regional Council

Dear Chair and Committee Members:

Re: Transaction between The Trustees of The Congregation of The Knox United Church of Canada at Saskatoon and Presidio Holdings Inc. (a related part of Meridian Development Corp.) (the “Transaction”)

Further to our Zoom meeting of Friday, December 3rd, below is the list of issues I raised during our meeting regarding the Transaction. As noted in that meeting, I am suggesting that you seek further information from the Trustees, their lawyer and Tim Blair of United Property Resource Corporation, as you see fit.

Issues Raised During Meeting

1. Do the Trustees have legal counsel who has experience in commercial real estate transactions such as this? Has that lawyer been actively involved in reviewing the documents to date?
2. After the condominium is built, the Condo Corporation will be able to change the bylaws, so you want to design the 40 parking stalls going to Knox in such a way that their usage by the general public is not at odds with the residents of the condo. Has this been contemplated? Does Knox want to be able to sell or rent any of the lots to Condo residents, and if so, how can this option be designed into the parking facility?
3. How will the costs and repairs of the parking lot facilities be differentiated so that any repairs necessitated by the rental lots be at the expense of the owners of those 40 lots – which is initially Knox? And how will the condo fees paid by those lot owners (ie. Knox, initially) be collected and allocated to such costs and repairs?
4. Do you want to ask for the deposit to be increased from \$1 to an amount that would reasonably cover Knox’s and Living Skies Regional Council’s legal fees and other associated expenses, if the Purchaser decides not to pursue the transaction?
5. Will the City charge Knox property taxes for the 40 indoor parking lots? 2 | Page
6. Has a business plan for the income generation from the 40 indoor parking lots been developed? If so, does it include property taxes (if applicable), a reserve fund for repairs and maintenance, property management costs, etc.? Will the City charge Knox property taxes for the 40 indoor parking lots?
7. Is there any protection for Knox if the Purchaser starts the construction and then goes bankrupt? Has this been considered?
8. Section 7(a) of the Agreement of Purchase and Sale should be reviewed because the brackets do not make sense, and the wording is confusing.

9. Section 17 of the Agreement of Purchase and Sale - General – Parking Stall Closing Conditions - should be reviewed because the wording is confusing. The use of “Vendor” and “Purchaser” appears to be the opposite to the use of “vendor” and “purchaser” in the section. Perhaps the parties’ names can be defined differently for this section only, to alleviate the confusion. After the confusion is addressed, Knox’s lawyer should determine if any changes should be made to this section to properly protect Knox’s interests.

Additional Matters

In our meeting I had said that the Agreement of Purchase and Sale did not address the fact that Knox wanted to rent out parking stalls, but I realize on further review that this is addressed to some extent in Section 7(d). However, the complexities of this rental should be incorporated into the design of the parking facility – so it is actually doable.

Secondly, after reviewing the materials that had been provided to the Development Appeals Board of the City of Saskatoon, that were circulated after our meeting – I see that the builder’s intention is to rent out the residential units in the building, as opposed to selling them. If this is in fact the case, this will influence the success of the parking lot rentals because then Knox will be dealing with one other owner of the building who is the landlord. I recommend that you determine if the builder is committed to being a landlord, and if that is the case consider how that will influence Knox’s success in having a parking lot that will generate ongoing income into the future, and whether the contract can incorporate any of these safeguards for Knox.

Please let me know if you would like to discuss any of these matters further.

Sincerely,

Williamson Law

Per: Elizabeth Williamson