

Suggested amendments to the Agreement

- Within the preamble, preserving and enhancing the quality and quantity of parking available to the public should be a stated objective of the City's during the development stage and thereafter.

- The legal description and Fair Market Value of the remainder of the lands (not owned by the City) necessary to complete the land assembly for the development should be identified.
- As a precondition of the City selling its lands to the Developer, the Developer should be required to demonstrate that they have clear title and ownership of all remaining lands in the land assembly and that all lands are free of all previously registered Right of Ways and encumbrances that would otherwise frustrate the envisioned development.

- A 'Shotgun' clause should be added such that in the event of a material default (including failure to begin construction of the project in a timely manner together with the posting a performance bond for the completion of construction) that, in addition to the City being permitted to repurchase its original lands for \$1, the City, at its option, can purchase the Developer's lands for the stated Fair Market Value (thereby maintaining control and integrity of the entire land assembly).
- This agreement should be registered on the Title of ALL of the lands within the assembly in priority to all other agreements, encumbrances and mortgages.

- The requirement to provide 135 parking spaces to the public should be registered as a Restrictive Covenant in priority on Title of ALL the lands to protect the City's interest once construction has started.
- The quantity, location and cost of the temporary parking (135 spaces) should be identified in the agreement.

- Appendix B and C should identify the lands (to be retained by the City in addition to the proposed Water Street Alignment) that will be required to create the intersections at Broad Street and Market Street West in particular a) having the development and the street maintain an appropriate distance from the historic railway tunnel b) have the Broad Street intersection shifted East to eliminate the existing blind site lines from the existing historic buildings.

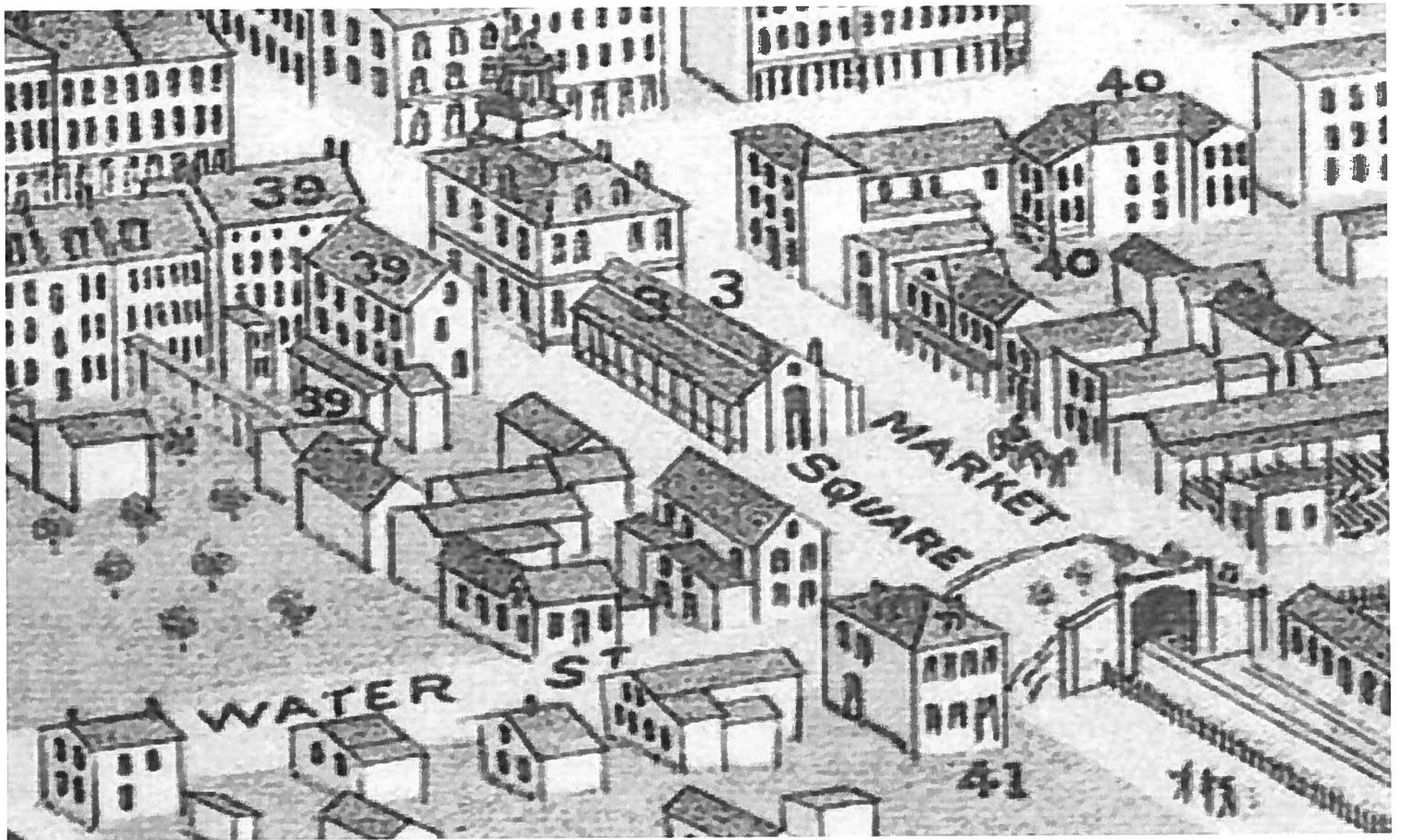
- All renderings used to depict the development should form part of the agreement or design guidelines should be developed and included. It should be acknowledged that the public's input during the Site Plan Agreement, may result in changes to the appearance of the building. (Personally, I do not feel that the towers of spandrel glass are in keeping and consideration should be given to punched window (openings) within a brick or simulated stone exterior. There should be a requirement for the building towers to have a 'top', the parapets should be adorned and all mechanical equipment, stair and elevator overruns should be concealed within a roof screen.

- The sequencing of the work should be such that priority be given to decommissioning the existing Water Street and burying the hydro lines but not building the new Water Street within the existing Water Street parking lot until such time that the 135 spots are available for use within the new building. In other words, in anticipation of the 4 ½ years of development as many of the existing parking spaces are preserved and as many additional temporary parking spaces are created in priority to the realignment of Water Street.

- Consideration should be given to preserving the heritage building owned by the City at 10 Market St. West. In addition to the buildings own merits, its situation relative to the other buildings and the tunnel surrounding Market Street West, is critical to defining the historic quadrangle that is the “Market” that has been and continues to an important economic and social gathering point within the historic downtown.



Circa 1870
Stone House Market Street West



From Birdseye May 1874



Circa 1910
Market Street

- We respectfully request that a vote by council on this agreement be deferred to after the holding of a public meeting to gain a better understanding of and to permit these and other considerations relating to this agreement to be addressed by stakeholders, individuals, businesses and associations and committees (in which this timeframe has prevented the Board's from formulating a position and advice).