

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

**IN THE MATTER OF THE *CONSTRUCTION LIEN ACT*,
R.S.O. 1990, c. C.30, AS AMENDED**

**AND IN THE MATTER OF AN APPLICATION MADE BY 144 PARK LTD.
FOR THE APPOINTMENT OF A TRUSTEE UNDER SECTION 68(1) OF THE
CONSTRUCTION LIEN ACT, R.S.O. 1990, c. C.30, AS AMENDED**

RESPONDING MOTION RECORD OF WILLIAM SEEGMILLER

October 14, 2015

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TAB 1

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The Respondent, William Seegmiller, intends to respond to this motion.

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IN THE MATTER OF THE *CONSTRUCTION LIEN ACT*, R.S.O. 1990, c. C.30, AS AMENDED

AND IN THE MATTER OF AN APPLICATION MADE BY 144 PARK LTD. FOR THE APPOINTMENT OF A TRUSTEE
UNDER SECTION 68(1) OF THE *CONSTRUCTION LIEN ACT*, R.S.O. 1990, c. C.30, AS AMENDED

Court File No. CV15-10843-00CL

012

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

PROCEEDING COMMENCED AT TORONTO

NOTICE OF APPEARANCE

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TAB 2

Court File No. CV15-10843-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

**IN THE MATTER OF THE *CONSTRUCTION LIEN ACT*,
R.S.O. 1990, c. C.30, AS AMENDED**

**AND IN THE MATTER OF AN APPLICATION MADE BY 144 PARK LTD.
FOR THE APPOINTMENT OF A TRUSTEE UNDER SECTION 68(1) OF THE
CONSTRUCTION LIEN ACT, R.S.O. 1990, c. C.30, AS AMENDED**

AFFIDAVIT OF WILLIAM SEEGMILLER

I, William Seegmiller, of the City of Kitchener in the Province of Ontario, MAKE
OATH AND SAY:

1. I am the Purchaser of Townhouse Unit 105 and two parking spot units at the development known as 144 Park Street in Waterloo which is the subject of these proceedings. As such, I have knowledge of the matters to which I have hereinafter deposed. Where I have included information on the basis of information and belief, I have stated the source of that information or belief and verily believe it to be true.
2. I have sworn this Affidavit in response to a motion of the court-appointed Trustee for 144 Park Ltd. ("144 Park") for directions with respect to purchasers of two parking spots and for no other or improper purpose.



BACKGROUND**The Agreement of Purchase and Sale**

3. On May 28, 2009, I entered into an agreement of purchase and sale (the "APS") with 144 Park to purchase Townhouse Unit 105 (the "Townhouse") together with two parking units and two locker units for \$616,000. I paid a total deposit of \$123,200, being 20% of the purchase price. A copy of the APS and an addendum is attached as **Exhibit "A"**.

4. I purchased the Townhouse in order to provide a residence for my parents. I did not intend to personally occupy the Townhouse myself.

5. The Townhouse is a 3 bedroom unit of approximately 2,000 sq. ft.

6. At the time I purchased the Townhouse, I was offered the option of purchasing one or two parking units with it. I negotiated with the purchasers over the price. I do not recall the exact price that was agreed for the two parking units, but the final APS only reflected a global price of \$616,000 for the Townhouse and the parking.

7. The inclusion of two parking units was critical to my decision to purchase the Townhouse. It was not for my personal use, but instead for use by my parents and I would not have considered purchasing the Townhouse with fewer parking units under any circumstances.

Collins Barrow is appointed as Trustee over 144 Park

8. I understand from my review of documents in this case that 144 Park acquired the property at 144 Park Street, Waterloo (the "Property") in September 2011 for the purpose of constructing a residential condominium project containing approximately 149 total residential

units and that the project was at some point planned to have a total of 132 permanent parking units, plus 17 visitor units.

9. After the construction was completed, but prior to registration of the condominium declaration and the closing of pre-sale agreements, 144 Park commenced this proceeding under the *Construction Lien Act* for the appointment of a Trustee. I understand that this appointment was supported (or at least not opposed) by 144 Park's secured creditors.

10. On January 22, 2015, the Superior Court Commercial List appointed Collins Barrow Toronto Ltd. ("Collins Barrow") as Trustee over 144 Park. The Trustee was authorized, *inter alia*, to act as receiver and manager over the property and to close the existing agreements of purchase and sale for the 129 pre-sold units, including my Townhouse.

The Parking Spot Allocation

11. I understand that the condominium Declaration in respect of 144 Park was registered on May 25, 2015 with 149 permanent parking units and 10 temporary parking spaces.

12. On June 5, 2015, I received a letter from Collins Barrow offering to "buy back" one of my parking spots for \$20,000.00 or an alternative parking arrangement at a nearby development until parking at an adjacent development, One 55 Uptown ("155 Uptown"), became available. Neither of these were acceptable to me. Attached as **Exhibit "B"** is a copy of Collins Barrow's letter to me of June 5, 2015.

13. On June 15, 2015, I received a letter from Harris, Sheffer LLP advising for the first time that unless I consented to give up one of my parking spots for \$33,900.00 that the Trustee would seek court approval to terminate my APS.¹

14. On July 21, 2015, my lawyers received a fax from Karen McNeill of Harris, Sheaffer LLP advising that due to the "current shortage of parking in 144 Park," one of my parking spot units was being unilaterally reallocated from the location directly adjacent to the Townhouse on Level 1 to Level 3. A copy of the fax from Ms. McNeill is attached as Exhibit "C".

15. I have refused to accept the Trustee's offer to give up one parking spot for only \$33,900 because the inclusion of two parking spots was critical to my purchase of the Townhouse and I believed that the proposed price reduction did not adequately reflect the market value of the parking spot.

Opposition to Trustee's Motion

16. On September 25, 2015, my lawyers received notice of this motion from the Trustee requesting, *inter alia*, that the Court empower the Trustee to terminate agreements of purchase and sale if the purchasers of two parking spot units would not agree to return one of their units in exchange for a price reduction of \$33,900.

17. I have considered the Trustee's stated goal of improving the saleability of 20 "Unsold Units" at 144 Park Street. I have reviewed the report of Mint Realty appended to the Fourth Report of the Trustee and understand that Mint Realty believes that the 20 unsold units would be "extremely difficult to sell" without the inclusion of one parking unit. I also understand that one

¹ Harris Sheaffer redacted letter dated June 15, 2015, Trustee Motion Record returnable October 5, 2015, Tab 2L.



or more of the secured creditors of 144 Park oppose the sale of the Unsold Units without the inclusion of one parking spot.

18. Between September 30, 2015 and October 9, 2015, several of the purchasers of two parking space units, including myself, wrote to the Trustee through our lawyers to make further inquiries about the Trustee's position that the 20 unsold units must include one parking spot. We only received the Trustee's final responses to our various questions along with the Trustee's Supplementary Fourth Report, delivered to the Service List via email on October 13, 2015. This correspondence is attached to the Trustee's Supplementary Fourth Report.

19. I understand that Mint Realty, the real estate broker who advised the Trustee to demand the return of one parking spot from each of the two parking spot purchasers, is also responsible for the marketing and sale of the 20 Unsold Units. Based on the Trustee's responses to date, Mint Realty will receive an undisclosed fixed percentage of the purchase price from the 20 Unsold Units. Increased parking spaces for these units will no doubt increase the price at which they could sell, thereby increasing Mint Realty's commission on those sales.

20. I understand that the Trustee will also retain Mint Realty to broker the sale of any units which are not sold pursuant to the termination of agreements of purchase and sale if the Trustee's relief is granted on this motion. Accordingly, Mint Realty will also benefit if the Trustee terminates existing agreements of purchase and sale for units at 144 Park by earning brokerage fees in respect of those units.



21. The Trustee has not provided any valuation of the impact of the taking away of one parking spot on my Townhouse or the other units being threatened with termination. The Trustee has only provided a valuation by Mint Realty with respect to the 20 unsold units.²

22. Mint Realty's own analysis reveals that the market value of a parking spot is worth far in excess of the \$33,900 that the Trustee now proposes as a credit to purchasers who give up one parking spot. For instance, according to Mint Realty, the addition of one parking spot to Unit 106, a townhouse unit that is similar to and located directly beside my Townhouse, increases its market value by an additional \$238,900. On Mint Realty's own analysis, presumably the taking away of one parking spot from my Townhouse would have a similarly negative impact on its value, and at least one far in excess of the \$33,900 currently being offered by the Trustee.

23. Moreover, Mint Realty suggests that, Unit 106 with one parking spot will be marketed at \$634,990. Presumably, if the Trustee is allowed to cancel my APS for Unit 105, it will re-market my unit for a similar price. This price is \$18,990 more than the \$616,000 which I agreed to pay for Unit 105 with two parking spots. This will be a significant windfall to secured creditors who will simply be allowed to profit from the appreciation in value of the individual units since the time of my pre-construction purchase in 2009.

24. Further, I note that \$100,746 is the smallest value that Mint Realty attributes to any single parking spot in its analysis, for a small 690 sq ft. unit (Suite 503).

² Trustee's Charter re Answer to Written Interrogatories and related documents, Supplement to the Fourth Report of the Trustee, Tab 1C

25. Finally, the Mint Realty valuation also assumes that the units will be sold in a finished state. However, I understand that the Trustee has not proceeded with the finishing of each of the units to prepare them for closing.

26. As late as August 2015, I had a number of discussions with David Marshall, President of MarshallZehr, one of 144 Park's secured creditors, about possibly purchasing my unit and/or others in an unfinished state, i.e. without any fixtures. Representatives of Mint Realty and the Trustee were involved in these discussions. While I understand that those discussions were without prejudice, and we could not reach an agreement for various reasons, I did learn from those discussions that my unit and others remain unfinished. Mint Realty's valuation does not take this into account.

Prejudice Upon Termination

27. If the order sought by the Trustee is granted, I will not give up my one of my two parking spots for only \$33,900.00 when their value is clearly far in excess of this.

28. If my agreement is terminated, I am not certain if I will retain my deposit. According to the information provided by the Trustee, half of the deposit advanced by me for my Townhouse is being held by counsel to 144 Park, but the other half is secured by a performance bond issued by Aviva Canada. I do not know if this is accurate or whether Aviva would honour any such claim.

29. However, even if I do get my entire deposit back, the Trustee's proposal does not make me whole.

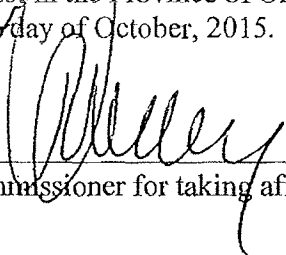


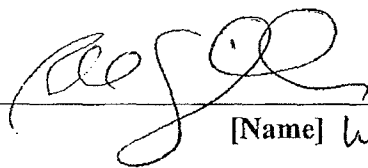
30. I borrowed the deposit of \$123,200 from a company that I control. While no formal agreement for the repayment of the loan has been executed, I will have to repay it with interest. At an estimated 7% market rate, the interest costs from July 2009 (the month in which I entered into the APS) are approximately \$54,619.

31. Further I have incurred legal expenses of approximately \$5,500.00 in connection with my purchase of the Townhouse and various legal advice I have sought with respect to it since 2009. This amount does not include any legal fees for responding to the Trustee's current motion.

32. In anticipation of occupancy, I also retained the services of an interior designer at Gardy Interiors Ltd. to consider different options for the design of the Townhouse. This cost me approximately \$3,470.

SWORN before me at the City of Kitchener
~~Toronto~~ in the Province of Ontario,
this 4 day of October, 2015.


A Commissioner for taking affidavits.


[Name] William Seegmiller



IN THE MATTER OF THE *CONSTRUCTION LIEN ACT*, R.S.O. 1990, c. C.30, AS AMENDED

AND IN THE MATTER OF AN APPLICATION MADE BY 144 PARK LTD. FOR THE APPOINTMENT OF A TRUSTEE UNDER SECTION 68(1) OF THE *CONSTRUCTION LIEN ACT*, R.S.O. 1990, c. C.30, AS AMENDED

Court File No. CV15-10843-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE**

PROCEEDING COMMENCED AT TORONTO

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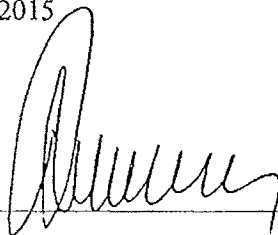
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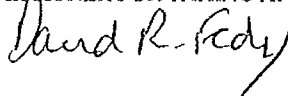
Lawyers for William Seegmiller

TAB 2A

This is Exhibit "A" referred to in the affidavit of
William Seegmiller, sworn before me this 14th day
of October, 2015

A handwritten signature in cursive script, appearing to read "David R. Fedy", written over a horizontal line.

A COMMISSIONER FOR TAKING AFFIDAVITS

A handwritten signature in cursive script, appearing to read "David R. Fedy", written below the printed title.



Residential Unit No. 5 Level No. 1 Suite No. 105 Model Type Townhouse

AGREEMENT OF PURCHASE AND SALE

The undersigned, William Seegmiller (collectively, the "Purchaser"), hereby agrees with 144 PARK LTD. (the "Vendor") to purchase the above-noted unit, as outlined for identification purposes only on the sketch attached hereto as Schedule "A", together with two (2) Parking Unit(s) and two (2) Locker Unit(s), all of which shall be allocated by the Vendor in its sole discretion being (a) proposed unit(s) in the Condominium, to be registered against those lands and premises situate on the north east corner of Alton Street and Park Street in the City of Waterloo, and which is proposed to be municipally known as 144 Park Street, Waterloo, Ontario (hereinafter called the "Property"), together with an undivided interest in the common elements appurtenant to such unit(s) and the exclusive use of those parts of the common elements attaching to such unit(s), as set out in the proposed Declaration (collectively, the "Unit") on the following terms and conditions:

1. The purchase price of the Unit (the "Purchase Price") is Six Hundred Sixty Thousand and Zero Cents (\$616,000.00) DOLLARS in lawful money of Canada, payable as follows:

- (a) to Harris, Sheaffer LLP, in Trust, (the "Vendor's Solicitors" or "Escrow Agent" or "Trustee") in the following amounts at the following times, by cheque or bank draft, as deposits pending completion or other termination of this Agreement and to be credited on account of the Purchase Price on the Occupancy Date: (i) the sum of FIVE THOUSAND (\$5,000.00) Dollars submitted with this Agreement; (ii) the sum of Twenty Five Thousand Eight Hundred (\$25,800.00) Dollars submitted with this Agreement and post-dated fifteen (15) days following the date of execution of this Agreement by the Purchaser, and together with 1(a)(i) above represents 5% of the Purchase Price; (iii) the sum of Thirty Thousand Eight Hundred (\$30,800.00) Dollars submitted with this Agreement and post-dated forty-five (45) days following the date of execution of this Agreement by the Purchaser, being 5% of the Purchase Price; (iv) the sum of Thirty Thousand Eight Hundred (\$30,800.00) Dollars submitted with this Agreement and post-dated ninety (90) days following the date of execution of this Agreement by the Purchaser, being 5% of the Purchase Price; (v) the sum of Thirty Thousand Eight Hundred (\$30,800.00) Dollars submitted with this Agreement and post-dated one hundred and twenty (120) days following the date of execution of this Agreement by the Purchaser, being 5% of the Purchase Price; (b) the sum of zero (\$0.00) Dollars by certified cheque or bank draft to the Vendor's Solicitors on the Occupancy Date, being 5% of the Purchase Price; (c) the balance of the Purchase Price by certified cheque on the Title Transfer Date to the Vendor or as the Vendor may direct, subject to the adjustments hereinafter set forth; (d) the Purchaser agrees to pay the sum as hereinbefore set out in paragraph 1 (a) as a deposit by cheque payable to the Escrow Agent with such last-mentioned party to hold such funds in trust as the escrow agent acting for and on behalf of TVC under the provisions of a Deposit Trust Agreement ("DTA") with respect to this proposed condominium on the express understanding and agreement that as soon as prescribed security for the said deposit money has been provided in accordance with Section 81 of the Act, the Escrow Agent shall be entitled to release and disburse said funds to the Vendor (or to whomsoever and in whatever manner the Vendor may direct).

- 2. (a) The Purchaser shall occupy the Unit on the First Tentative Occupancy Date (as defined in the Statement of Critical Dates being part of the Tarion Addendum as hereinafter defined), or such extended or accelerated date that the Unit is substantially completed by the Vendor for occupancy by the Purchaser in accordance with the terms of this Agreement including, without limitation, the Tarion Addendum (the "Occupancy Date"); (b) The transfer of title to the Unit shall be completed on the later of the Occupancy Date or a date established by the Vendor in accordance with Paragraph 14 hereof (the "Title Transfer Date"); (c) The Purchaser's address for delivery of any notices pursuant to this Agreement or the Act is the address set out in the Tarion Addendum; (d) Notwithstanding anything contained in this Agreement (or in any schedules annexed hereto) to the contrary, it is expressly understood and agreed that if the Purchaser has not executed and delivered to the Vendor or its sales representative an acknowledgment of receipt of both the Vendor's disclosure statement and a copy of this Agreement duly executed by both parties hereto, within fifteen (15) days from the date of the Purchaser's execution of this Agreement as set out below, then the Purchaser shall be deemed to be in default hereunder and the Vendor shall have the unilateral right to terminate the Agreement at any time thereafter upon delivering written notice confirming such termination to the Purchaser, whereupon the Purchaser's initial deposit cheque shall be forthwith returned to the Purchaser by or on behalf of the Vendor.

The following Schedules of this Agreement, if attached hereto, shall form a part of this Agreement. If there is a form of Acknowledgement attached hereto same shall form part of this Agreement and shall be executed by the Purchaser and delivered to the Vendor on the Closing Date. The Purchaser acknowledges that he has read all Sections and Schedules of this Agreement and the form of Acknowledgement, if any:

- Schedule "A" - Unit Plan/Sketch
Schedule "B" - Features & Finishes
Schedule "C" - Occupancy License
Schedule "D" - Warning Provisions
Schedule "E" - Receipt Confirmation
Schedule being the Tarion Warranty Corporation Statement of Critical Dates and Addendum to Agreement of Purchase and Sale (collectively the "Tarion Addendum") and such other Schedules annexed hereto and specified as Schedule "F".

DATED, signed, sealed and delivered this 28th day of May, 2009.

SIGNED, SEALED AND DELIVERED in the presence of

William Seegmiller PURCHASER: Feb 16, 1959 D.O.B.

WITNESS: (as to all Purchaser's signatures, if more than one purchaser)

PURCHASER: D.O.B.

PURCHASER'S SOLICITOR:

Address:

Telephone: Facsimile:

The undersigned accepts the above offer and agrees to complete this transaction in accordance with the terms thereof.

DATED, signed, sealed and delivered, this 28th day of May, 2009.

Vendor's Solicitors: HARRIS, SHEAFFER LLP Suite 610 - 4100 Yonge Street Toronto, Ontario, M2P 3B5 Attn: Mark L. KAROLY Telephone: (416) 250-5260 Fax: (416) 250-5300

144 PARK LTD. Per: Authorized Signing Officer I have the authority to bind the Corporation.

3. The meaning of words and phrases used in this Agreement and its Schedules shall have the meaning ascribed to them in the *Condominium Act, 1998*, S.O. 1998, C.19, the regulations thereunder and any amendments thereto (the "Act") and other terms used herein shall have ascribed to them the definitions in the Condominium Documents unless otherwise provided for as follows:
- (a) "Agreement" means this Agreement of Purchase and Sale including all Schedules attached hereto and made a part hereof;
 - (b) "Condominium" means the condominium which will be registered against the Property pursuant to the provisions of the Act;
 - (c) "Condominium Documents" means the Creating Documents, the by-laws and rules of the Condominium, the disclosure statement and budget statement together with all other documents and agreements which are entered into by the Vendor on behalf of the Condominiums or by the Condominium directly prior to the turnover of the condominium, as may be amended from time to time;
 - (d) "CRA" means the Canada Revenue Agency or its successors;
 - (e) "Creating Documents" means the declaration and description which are intended to be registered against title to the Property and which will serve to create the Condominium, as may be amended from time to time;
 - (f) "Interim Occupancy" shall mean the period of time from the Occupancy Date to the Title Transfer Date;
 - (g) "Occupancy Licence" shall mean the terms and conditions by which the Purchaser shall occupy the Unit during Interim Occupancy as set forth in Schedule "C" hereof;
 - (h) "Occupancy Fee" shall mean the sum of money payable monthly in advance by the Purchaser to the Vendor and calculated in accordance with Schedule "C" hereof;
 - (i) "Property" shall mean the lands and premises upon which the Condominium is constructed or shall be constructed and legally described in the Condominium Documents; and
 - (j) "TWC" means Tarion Warranty Corporation or its successors.

Finishes

4. The Purchase Price shall include those items listed on Schedule "B" attached hereto. The Purchaser acknowledges that only the items set out in Schedule "B" are included in the Purchase Price and that model suite/vignette furnishings and appliances, decor, upgrades, artist's renderings, scale model(s), improvements, mirrors, drapes, tracks and wall coverings are for display purposes only and are not included in the Purchase Price unless specified in Schedule "B". The Purchaser agrees to attend and notify the Vendor of his/her choice of finishes within fifteen (15) days of being requested to do so by the Vendor. In the event colours and/or finishes subsequently become unavailable, the Purchaser agrees to re-attend at such time or times as requested by the Vendor or its agents, to choose from substitute colours and/or finishes. If the Purchaser fails to choose colours or finishes within the time periods requested, the Vendor may irrevocably choose the colours and finishes for the Purchaser and the Purchaser agrees to accept the Vendor's selections.

Deposits

5. (a) The Vendor shall credit the Purchaser with interest at the prescribed rate on either the Occupancy Date or Title Transfer Date at the Vendor's sole discretion on all money received by the Vendor on account of the Purchase Price from the date of deposit of the money received from time to time by the Declarant's solicitor or the trustee until the Occupancy Date. The Purchaser acknowledges and agrees that, for the purposes of subsection 81(6) of the Act, compliance with the requirement to provide written evidence, in the form prescribed by the Act, of payment of monies by or on behalf of the Purchaser on account of the Purchase Price of the Unit shall be deemed to have been sufficiently made by delivery of such written evidence to the address of the Purchaser noted in the Tarion Addendum. The Purchaser further acknowledges and agrees that any cheques provided to the Vendor on account of the Purchase Price will not be deposited and accordingly interest as prescribed by the Act will not accrue thereon, until after the expiry of the ten (10) day resolution period as provided for in section 73 of the Act (or any extension thereof as may be agreed to in writing by the Vendor). The Purchaser represents and warrants that the Purchaser is not a non-resident of Canada within the meaning of the Income Tax Act of Canada (the "ITA"). If the Purchaser is not a resident of Canada for the purposes of the ITA the Vendor shall be entitled to withhold and remit to CRA the appropriate amount of interest payable to the Purchaser on account of the deposits paid hereunder, under the ITA.
- (b) All deposits paid by the Purchaser shall be held by the Escrow Agent in a designated trust account, and shall be released only in accordance with the provisions of subsection 81(7) of the Act and the regulations thereto, as amended. Without limiting the generality of the foregoing, and for greater clarity, it is understood and agreed that with respect to any deposit monies received from the Purchaser the Escrow Agent shall be entitled to withdraw such deposit monies from said designated trust account prior to the Title Transfer Date if and only when the Vendor obtains a Certificate of Deposit from TWC for deposit monies up to Twenty Thousand (\$20,000.00) Dollars and with respect to deposit monies in excess of Twenty Thousand (\$20,000.00) Dollars, one or more excess condominium deposit insurance policies (issued by any insurer as may be selected by the Vendor, authorized to provide excess condominium deposit insurance in Ontario) insuring the deposit monies so withdrawn (or intended to be withdrawn), and delivers the said excess condominium deposit insurance policies (duly executed by or on behalf of the insurer and the Vendor) to the Escrow Agent holding the deposit monies for which said policies have been provided as security, in accordance with the provisions of section 21 of O. Reg. 48/01.

Adjustments

6. (a) Commencing as of the Occupancy Date, the Purchaser shall be responsible and be obligated to pay the following costs and/or charges in respect to the Unit:

- (i) all utility costs including electricity, gas and water (unless included as part of the common expenses); and
 - (ii) the Occupancy Fee owing by the Purchaser for Interim Occupancy prior to the Title Transfer Date (if applicable).
- (b) The Purchase Price shall be adjusted to reflect the following items, which shall be apportioned and allowed from the Title Transfer Date, with that day itself apportioned to the Purchaser:
- (i) realty taxes (including local improvement charges pursuant to the *Local Improvement Charges Act*, if any) which may be estimated as if the Unit has been assessed as fully completed by the taxing authority for the calendar year in which the transaction is completed as well as for the following calendar year, notwithstanding the same may not have been levied or paid on the Title Transfer Date. The Vendor shall be entitled in its sole discretion to collect from the Purchaser a reasonable estimate of the taxes as part of the Occupancy Fee and/or such further amounts on the Title Transfer Date, provided all amounts so collected shall either be remitted to the relevant taxing authority on account of the Unit or held by the Vendor pending receipt of final tax bills for the Unit, following which said realty taxes shall be readjusted in accordance with subsections 80(8) and (9) of the Act; and
 - (ii) common expense contributions attributable to the Unit, with the Purchaser being obliged to provide the Vendor on or before the Title Transfer Date with a series of post-dated cheques payable to the condominium corporation for the common expense contributions attributable to the Unit, for such period of time after the Title Transfer Date as determined by the Vendor (but in no event for more than one year).
- (c) Interest on all money paid by the Purchaser on account of the Purchase Price, shall be adjusted and credited to the Purchaser in accordance with paragraph 5 of this Agreement.
- (d) The Purchaser shall, in addition to the Purchase Price, pay the following amounts to the Vendor on the Title Transfer Date:
- (i) If there are chattels involved in this transaction, the allocation of value of such chattels shall be estimated where necessary by the Vendor and retail sales tax may be collected and remitted by the Vendor or alternatively, the Purchaser shall pay as a credit to the Vendor on the Statement of Adjustments, the provincial sales tax paid by the Vendor on account of chattels in Schedule "B";
 - (ii) Any new taxes imposed on or payable in respect to the purchase of the Unit by the federal, provincial, or municipal government or any increases to existing taxes currently imposed on the Unit by such government;
 - (iii) Any new taxes imposed on the Unit by the federal, provincial, or municipal government or any increases to existing taxes currently imposed on the Unit by such government. Without limiting the generality of any provision of this Agreement, the Purchase Price excludes provincial sales tax which may be payable on the Unit, on its own or as part of a harmonized sales tax and accordingly, if same is payable in respect of the transaction contemplated by this Agreement, it shall be paid by the Purchaser on the Unit Transfer Date in addition to the Purchase Price as an adjustment on closing or as otherwise directed by the Vendor. Without limiting the generality of the foregoing, the Purchase Price excludes Provincial Sales Tax which may be payable on the Unit which, if applicable, shall be paid by the Purchaser in addition to the Purchase Price;
 - (iv) The amount of any parks levy levied, charged or otherwise imposed with respect to the Condominium, the Property or the Unit by any governmental authority, not to exceed One Thousand Five Hundred (\$1,500.00) Dollars plus G.S.T, per unit;
 - (v) The cost of the TWC enrolment fee for the Unit (together with any provincial or federal taxes exigible with respect thereto);
 - (vi) The cost of utility meters, water meter installations, hydro and gas meter or check meter installations, water and sewer service connection charges and hydro and gas installation and connection or energization charges for the Condominium and/or the Unit, the Purchaser's portion of such installation and/or connection or energization charges and costs to be calculated by dividing the total amount of such charges and costs by the number of residential dwelling units in the Condominium and by charging the Purchaser in the statement of adjustments with that portion of the charges and costs;
 - (vii) The cost of any carbon monoxide detector installed in the Unit (if applicable);
 - (viii) The charge imposed upon the Vendor or its solicitors by the Law Society of Upper Canada upon registration of a Transfer/Deed of Land or Charge/Mortgage of Land or any other instrument;
 - (ix) A sum of Fifty (\$50.00) Dollars for each cheque tendered pursuant to paragraph 1(a) and 1(b) of this Agreement and for any cheque tendered for upgrades or any other monies paid on account of the Purchase Price up to, but not including the Title Transfer Date representing a reasonable reimbursement to the Vendor of the costs incurred or to be incurred by the Vendor in fulfillment of the requirements of subsection 81(6) of the Act;
 - (x) The Purchaser agrees to pay Three Hundred (\$300.00) Dollars towards the cost of obtaining (partial) discharges of mortgages not intended to be assumed by the Purchaser;

- (e) In the event that the Purchaser desires to increase the amount to be paid to the Vendor's solicitors on the Occupancy Date at any time after the expiry of the initial ten (10) day statutory rescission period, or wishes to vary the manner in which the Purchaser has previously requested to take title to the Property, or wishes to add or change any unit(s) being acquired from the Vendor, then the Purchaser hereby covenants and agrees to pay to the Vendor's Solicitor's legal fees and ancillary disbursements which may be incurred by the Vendor or charged by the Vendor's Solicitors in order to implement any of the foregoing changes so requested by the Purchaser (with the Vendor's Solicitors' legal fees for implementing any such changes to any of the interim closing and/or final closing documents so requested by the Purchaser and agreed to by the Vendor being \$350.00 plus G.S.T.), but without there being any obligation whatsoever on the part of the Vendor to approve of, or to implement, any of the foregoing changes so requested.
- (f) It is further understood and agreed that the Unit may include a rental or leased furnace or hot water tank or HVAC equipment and associated components which would remain the property of the appropriate company or other supplier of such item, and in such event and where the cost of same does not comprise a common expense of the Condominium, the Purchaser shall pay the monthly rental/lease charges assessed with respect thereto from and after the Occupancy Date, and in any event shall execute all requisite rental or security documents in connection therewith.
- (g) The Purchaser acknowledges that it may be required to enter into an agreement with the supplier of hydro services to the Condominium (the "Hydro Supplier") on or before the Closing Date. Furthermore, the Purchaser acknowledges that such agreement may require the Purchaser to deliver a security deposit to the Hydro Supplier prior to the Occupancy Date and the Purchaser agrees to deliver such security deposit to the Vendor on the Occupancy Date.
- (h) It is acknowledged and agreed by the parties hereto that the Purchase Price already includes a component equivalent to the federal goods and services tax eligible with respect to this purchase and sale transaction less the new housing rebate, if applicable (hereinafter referred to as the "GST"), and that the Vendor shall remit the GST to CRA on behalf of the Purchaser forthwith following the completion of this transaction. The Purchaser hereby warrants and represents to the Vendor that with respect to this transaction, in those circumstances where the Purchase Price (exclusive of the GST component thereof) is less than \$450,000.00, the Purchaser qualifies for the new housing rebate applicable pursuant to section 254 of the *Excise Tax Act* (Canada), as amended (the "Rebate"), and further warrants and confirms that the Purchaser is a natural person who is acquiring the Property with the intention of being the sole beneficial owner thereof on the Title Transfer Date (and not as the agent or trustee for or on behalf of any other party or parties), and covenants that upon the Occupancy Date the Purchaser or one or more of the Purchaser's relations (as such term is defined in the *Excise Tax Act*) shall personally occupy the Unit as his, her or their primary place of residence, for such period of time as shall be required by the *Excise Tax Act*, and any other applicable legislation, in order to entitle the Purchaser to the Rebate (and the ultimate assignment thereof to and in favour of the Vendor) in respect of the Purchaser's acquisition of the Unit. The Purchaser further warrants and represents that he or she has not claimed (and hereby covenants that the Purchaser shall not hereafter claim), for the Purchaser's own account, any part of the Rebate in connection with the Purchaser's acquisition of the Unit, save as otherwise hereinafter expressly provided or contemplated. The Purchaser hereby irrevocably assigns to the Vendor all of the Purchaser's rights, interests and entitlements to the Rebate (and concomitantly releases all of the Purchaser's claims or interests in and to the Rebate, to and in favour of the Vendor), and hereby irrevocably authorizes and directs CRA to pay or credit the Rebate directly to the Vendor. In addition, the Purchaser shall execute and deliver to the Vendor, forthwith upon the Vendor's request for same (and in any event on or before the Title Transfer Date), all requisite documents and assurances that the Vendor may reasonably require in order to confirm the Purchaser's entitlement to the Rebate and/or to enable the Vendor to obtain the benefit of the Rebate (by way of assignment or otherwise), including without limitation, the New Housing Application for Rebate of Goods and Services Tax Form as prescribed from time to time, (the "Rebate Form"). The Purchaser covenants and agrees to indemnify and save the Vendor harmless from and against any loss, cost, damage and/or liability (including an amount equivalent to the Rebate, plus penalties and interest thereon) which the Vendor may suffer, incur or be charged with, as a result of the Purchaser's failure to qualify for the Rebate, or as a result of the Purchaser having qualified initially but being subsequently disqualified to the Rebate, or as a result of the inability to assign the benefit of the Rebate to the Vendor (or the ineffectiveness of the documents purporting to assign the benefit of the Rebate to the Vendor). As security for the payment of such amount, the Purchaser does hereby charge and pledge his/her interest in the Unit with the intention of creating a lien or charge against same. It is further understood and agreed by the parties hereto that:
- (i) If the Purchaser does not qualify for the Rebate, or fails to deliver to the Vendor or the Vendor's solicitors forthwith upon the Vendor's request for same (and in any event on or before the Title Transfer Date) the Rebate Form duly executed by the Purchaser, together with all other requisite documents and assurances that the Vendor may reasonably require from the Purchaser or the Purchaser's solicitor in order to confirm the Purchaser's eligibility for the Rebate and/or to ensure that the Vendor ultimately acquires (or is otherwise assigned) the benefit of the Rebate; or
- (ii) If the Vendor believes, for whatever reason, that the Purchaser does not qualify for the Rebate, regardless of any documentation provided by or on behalf of the Purchaser (including any statutory declaration sworn by the Purchaser) to the contrary, and the Vendor's belief or position on this matter is communicated to the Purchaser or the Purchaser's solicitor on or before the Title Transfer Date;

then notwithstanding anything hereinbefore or hereinafter provided to the contrary, the Purchaser shall be obliged to pay to the Vendor (or to whomsoever the Vendor may in writing direct), by certified cheque delivered on the Title Transfer Date, an amount equivalent to the Rebate, in addition to the Purchase Price and in those circumstances where the Purchaser maintains that he or she is eligible for the Rebate despite the Vendor's belief to the contrary, the Purchaser shall (after payment of the amount equivalent to the Rebate as aforesaid) be fully entitled to file the Rebate Form directly with (and pursue the procurement of the Rebate directly from) CRA. It is further understood and agreed that in the event that the Purchaser intends to rent out the Unit before the Title Transfer Date with the express written approval of the Vendor before or after the Title Transfer Date, the Purchaser shall not be entitled to the Rebate, but may nevertheless be entitled to

pursue, on his or her own after the Title Transfer Date, the new residential rental property rebate directly with CRA, pursuant to section 236.2 of the *Excise Tax Act*.

- (i) Notwithstanding any other provision herein contained in this Agreement, the Purchaser acknowledges and agrees that the Purchase Price does not include any G.S.T. eligible with respect to any of the adjustments payable by the Purchaser pursuant to this Agreement, or any extras or upgrades purchased, ordered or chosen by the Purchaser from the Vendor which are not specifically set forth in this Agreement, and the Purchaser covenants and agrees to pay such G.S.T. to the Vendor in accordance with the *Excise Tax Act*. In addition, and without limiting the generality of the foregoing, in the event that the Purchase Price is increased by the addition of extras, changes, upgrades or adjustments and as a result of such increase, the quantum of the Rebate that would otherwise be available is reduced or extinguished (the quantum of such reduction being hereinafter referred to as the "Reduction"), then the Purchaser shall pay to the Vendor on the Title Transfer Date (as determined by the Vendor in its sole and absolute discretion) the Reduction.
- (j) An administration fee of TWO HUNDRED AND FIFTY (\$250.00) DOLLARS shall be charged to the Purchaser for any cheque payable hereunder delivered to the Vendor or to the Vendor's Solicitors and not accepted by the Vendor's or the Vendor's Solicitor's bank for any reason. At the Vendor's option, this administration fee can be collected as an adjustment on the Title Transfer Date or together with the replacement cheque delivered by the Purchaser.

Title

7. The Vendor or its Solicitor shall notify the Purchaser or his/her Solicitor following registration of the Creating Documents so as to permit the Purchaser or his/her Solicitor to examine title to the Unit (the "Notification Date"). The Purchaser shall be allowed twenty (20) days from the Notification Date (the "Examination Period") to examine title to the Unit at the Purchaser's own expense and shall not call for the production of any surveys, title deeds, abstracts of title, grading certificates, occupancy permits or certificates, nor any other proof or evidence of the title or occupiability of the Unit, except such copies thereof as are in the Vendor's possession. If within the Examination Period, any valid objection to title or to any outstanding work order is made in writing to the Vendor which the Vendor shall be unable or unwilling to remove and which the Purchaser will not waive, this Agreement shall, notwithstanding any intervening acts or negotiations in respect of such objections, be null and void and the deposit monies together with the interest required by the Act to be paid after deducting any payments due to the Vendor by the Purchaser as provided for in this Agreement shall be returned to the Purchaser and the Vendor shall have no further liability or obligation hereunder and shall not be liable for any costs or damages. Save as to any valid objections so made within the Examination Period, the Purchaser shall be conclusively deemed to have accepted the title of the Vendor to the Unit. The Purchaser acknowledges and agrees that the Vendor shall be entitled to respond to some or all of the requisitions submitted by or on behalf of the Purchaser through the use of a standard title memorandum or title advice statement prepared by the Vendor's Solicitors, and that same shall constitute a satisfactory manner of responding to the Purchaser's requisitions, thereby relieving the Vendor and the Vendor's Solicitors of the requirement to respond directly or specifically to the Purchaser's requisitions.

Direction Re: Title

8. The Purchaser hereby agrees to submit to the Vendor or the Vendor's Solicitors on the earlier of the Occupancy Date and twenty (20) days prior to the Title Transfer Date, a written direction as to how the Purchaser intends to take title to the Unit, including, the date(s) of birth and marital status and the Purchaser shall be required to close the transaction in the manner so advised unless the Vendor otherwise consents in writing, which consent may be arbitrarily withheld. If the Purchaser does not submit such confirmation within the required time as aforesaid the Vendor shall be entitled to tender a Transfer/Deed on the Title Transfer Date engrossed in the name of the Purchaser as shown on the face of this Agreement.

Permitted Encumbrances

9. (a) The Purchaser agrees to accept title subject to the following:
- (i) the Condominium Documents, notwithstanding that they may be amended and varied from the proposed Condominium Documents in the general form attached to the Disclosure Statement delivered to the Purchaser as set out in Schedule "E";
- (ii) registered restrictions or covenants that run with the Property, including any encroachment agreement(s) with any governmental authorities or adjacent land owner(s), provided that same are complied with as at the Title Transfer Date;
- (iii) easements, rights-of-way and/or licences now registered (or to be registered hereafter) for the supply and installation of utility services, drainage, telephone services, electricity, gas, storm and/or sanitary sewers, water, cable television/internet, recreational and shared facilities, and/or any other service(s) to or for the benefit of the Condominium (or to any adjacent or neighbouring properties), including any easement(s) which may be required by the Vendor (or by the owner of the Property, if not one and the same as the Vendor), or by any owner(s) of adjacent or neighbouring properties, for servicing and/or access to (or entry from) such properties, together with any easement and cost-sharing agreement(s) or reciprocal agreement(s) confirming (or pertaining to) any easement or right-of-way for access, egress, support and/or servicing purposes, and/or pertaining to the sharing of any services, facilities and/or amenities with adjacent or neighbouring property owners, provided that any such easement and cost-sharing agreements or reciprocal agreements are (insofar as the obligations thereunder pertaining to the Property, or any portion thereof, are concerned) complied with as at the Title Transfer Date;
- (iv) registered municipal agreements and registered agreements with publicly regulated utilities and/or with local ratepayer associations, including without limitation, any development, site plan, condominium, subdivision, Section 37, collateral, limiting distance, engineering and/or other municipal agreement (or similar agreements entered into with any governmental authorities including any amendments or addenda related thereto), (with all of such agreements being hereinafter collectively referred to as the "Development Agreements"), provided that same are

complied with as at the Title Transfer Date, or security has been posted in such amounts and on such terms as may be required by the governmental authorities to ensure compliance therewith and/or the completion of any outstanding obligations thereunder; and

- (v) unregistered or inchoate liens for unpaid utilities in respect of which no formal bill, account or invoice has been issued by the relevant utility authority (or if issued, the time for payment of same has not yet expired), without any claim or request by the Purchaser for any utility holdback(s) or reduction/abatement in the Purchase Price, provided that the Vendor delivers to the Purchaser the Vendor's written undertaking to pay all outstanding utility accounts owing with respect to the Property (including any amounts owing in connection with any final meter reading(s) taken on or immediately prior to the Title Transfer Date, if applicable), as soon as reasonably possible after the completion of this transaction;
- (b) It is understood and agreed that the Vendor shall not be obliged to obtain or register on title to the property a release of (or an amendment to) any of the aforementioned easements, Development Agreements, reciprocal agreements or restrictive covenants or any of the other aforementioned agreements or notices, nor shall the Vendor be obliged to have any of same deleted from the title to the Property, and the Purchaser hereby expressly acknowledges and agrees that the Purchaser shall satisfy himself or herself as to compliance therewith. The Purchaser agrees to observe and comply with the terms and provisions of the Development Agreements, and all restrictive covenants registered on title. The Purchaser further acknowledges and agrees that the retention by the local municipality within which the Property is situated (the "Municipality"), or by any of the other governmental authorities, of security (e.g. in the form of cash, letters of credit, a performance bond, etc., satisfactory to the Municipality and/or any of the other governmental authorities) intended to guarantee the fulfillment of any outstanding obligations under the Development Agreements shall, for the purposes of the purchase and sale transaction contemplated hereunder, be deemed to be satisfactory compliance with the terms and provisions of the Development Agreements. The Purchaser also acknowledges that the wires, cables and fittings comprising the cable television system serving the Condominium are (or may be) owned by the local cable television supplier, or by a company associated, affiliated with or related to the Vendor.
- (c) The Purchaser covenants and agrees to consent to the matters referred to in subparagraph 9(a) hereof and to execute all documents and do all things requisite for this purpose, either before or after the Title Transfer Date;
- (d) In the event that the Vendor is not the registered owner of the Property, the Purchaser agrees to accept a conveyance of title from the registered owner together with the owner's title covenants in favour of the Vendor's.
- (e) The Vendor shall be entitled to insert in the Transfer/Deed of Land, specific covenants by the Purchaser pertaining to any or all of the restrictions, easements, covenants and agreements referred to herein and in the Condominium Documents, and in such case, the Purchaser may be required to deliver separate written covenants on closing. If so requested by the Vendor, the Purchaser covenants to execute all documents and instruments required to convey or confirm any of the easements, licences, covenants, agreements, and/or rights, required pursuant to this Agreement and shall observe and comply with all of the terms and provisions therewith. The Purchaser may be required to obtain a similar covenant (enforceable by and in favour of the Vendor), in any agreement entered into between the Purchaser and any subsequent transferee of the Unit.

Vendor's Lien

10. The Purchaser agrees that the Vendor shall have a Vendor's Lien for unpaid purchase monies on the Title Transfer Date and shall be entitled to register a Notice of Vendor's Lien against the Unit any time after the Title Transfer Date.

Partial Discharges

11. The Purchaser acknowledges that the Unit may be encumbered by mortgages (and collateral security thereto) which are not intended to be assumed by the Purchaser and that the Vendor shall not be obliged to obtain and register (partial) discharges of such mortgages insofar as they affect the Unit on the Title Transfer Date. The Purchaser agrees to accept the Vendor's Solicitors' undertaking to obtain and register (partial) discharges of such mortgages in respect of the Unit, as soon as reasonably possible after the Title Transfer Date subject to the Vendor or its solicitors providing to the Purchaser or the Purchaser's Solicitor the following:
- (a) a mortgage statement or letter from the mortgagee(s) (or from their respective solicitors) confirming the amount, if any, required to be paid to the mortgagee(s) to obtain (partial) discharges of the mortgages with respect to the Unit;
- (b) a direction from the Vendor to the Purchaser to pay such amounts to the mortgagee(s) (or to whomsoever the mortgagees may direct) on the Title Transfer Date to obtain a (partial) discharge of the mortgage(s) with respect to the Unit; and
- (c) an undertaking from the Vendor's Solicitors to deliver such amounts to the mortgagees and to obtain and register the (partial) discharge of the mortgages with respect to the Unit upon receipt thereof and within a reasonable time following the Title Transfer Date and to advise the Purchaser or the Purchaser's Solicitor concerning registration particulars by posting same on the internet.

Construction Lien Act

12. The Purchaser covenants and agrees that he/she is a "home buyer" within the meaning of the *Construction Lien Act*, R.S.O. 1990, c.C.30 and will not claim any lien holdback on the Occupancy Date or Title Transfer Date. The Vendor shall complete the remainder of the Condominium according to its schedule of completion and neither the Occupancy Date nor the Title Transfer Date shall be delayed on that account.

The Planning Act

13. This Agreement and the transaction arising therefrom are conditional upon compliance with the provisions of section 50 of the *Planning Act*, R.S.O. 1990, c.P.13 and any amendments thereto on or before the Title Transfer Date.

Title Transfer Date

14. (a) The provisions of the Tarion Addendum reflect the TWC's policies, regulations and/or guidelines on extensions of the First Tentative Occupancy Date, but it is expressly understood and agreed by the parties hereto that any failure to provide notice(s) of the extension(s) of the First Tentative Occupancy Date, Subsequent Tentative Occupancy Dates or Firm Occupancy Date, in accordance with the provisions of the Tarion Addendum shall only give rise to a damage claim by the Purchaser against the Vendor up to a maximum of \$7,500.00, as more particularly set forth in the Regulations to the *Ontario New Home Warranties Plan Act*, R.S.O. 1990, as amended (the "ONHWPA"), and under no circumstances shall the Purchaser be entitled to terminate this transaction or otherwise rescind this Agreement as a result thereof, other than in accordance with the Tarion Addendum.
- (b) The Vendor's Solicitors shall designate a date not less than twenty (20) days after written notice is given to the Purchaser or his or her solicitor of the registration of the Creating Documents as the Title Transfer Date. The Title Transfer Date once designated may be extended from time to time by the Vendor's Solicitors provided that it shall not be more than twenty-four (24) months following the Occupancy Date.

Purchaser's Covenants, Representations and Warranties

15. The Purchaser covenants and agrees that this Agreement is subordinate to and postponed to any mortgages arranged by the Vendor and any advances thereunder from time to time, and to any easement, license or other agreement concerning the Condominium and the Condominium Documents. The Purchaser further agrees to consent to and execute all documentation as may be required by the Vendor in this regard and the Purchaser hereby irrevocably appoints the Vendor as the Purchaser's attorney to execute any consents or other documents required by the Vendor to give effect to this paragraph. The Purchaser hereby consents to the Vendor obtaining a consumer's report containing credit and/or personal information for the purposes of this transaction. The Purchaser further agrees to deliver to the Vendor, from time to time, within ten (10) days of written demand from the Vendor, all necessary financial and personal information required by the Vendor in order to evidence the Purchaser's ability to pay the balance of the Purchase Price on the Title Transfer Date, including without limitation, written confirmation of the Purchaser's income and evidence of the source of the payments required to be made by the Purchaser in accordance with this Agreement. Without limiting the generality of the foregoing and notwithstanding any other provision in this Agreement to the contrary, within ten (10) days of written demand from the Vendor, the Purchaser agrees to produce evidence of a satisfactory mortgage approval signed by a lending institution or other mortgagee acceptable to the Vendor confirming that the said lending institution or acceptable mortgagee will be advancing funds to the Purchaser sufficient to pay the balance due on the Title Transfer Date. If the Purchaser fails to provide the mortgage approval as aforesaid, then the Purchaser shall be deemed to be in default under this Agreement. The Vendor may, in its sole discretion, elect to accept in the place of such mortgage commitment, other evidence satisfactory to the Vendor that the Purchaser will have sufficient funds to pay the balance due on the Title Transfer Date.
16. The Purchaser acknowledges that notwithstanding any rule of law to the contrary, that by executing this Agreement, it has not acquired any equitable or legal interest in the Unit or the Property. The Purchaser covenants and agrees not to register this Agreement or notice of this Agreement or a caution, certificate of pending litigation, Purchaser's Lien, or any other document providing evidence of this Agreement against title to the Property, Unit or the Condominium and further agrees not to give, register, or permit to be registered any encumbrance against the Property, Unit or the Condominium. Should the Purchaser be in default of his or her obligations hereunder, the Vendor may, as agent and attorney of the Purchaser, cause the removal of notice of this Agreement, caution or other document providing evidence of this Agreement or any assignment thereof, from the title to the Property, Unit or the Condominium. In addition, the Vendor, at its option, shall have the right to declare this Agreement null and void in accordance with the provisions of paragraph 26 hereof. The Purchaser hereby irrevocably consents to a court order removing such notice of this Agreement, any caution, or any other document or instrument whatsoever from title to the Property, Unit or the Condominium and the Purchaser agrees to pay all of the Vendor's costs and expenses in obtaining such order (including the Vendor's Solicitor's fees on a full indemnity basis).
17. The Purchaser covenants not to list for sale or lease, advertise for sale or lease, sell or lease, nor in any way assign his or her interest under this Agreement, or the Purchaser's rights and interests hereunder or in the Unit, nor directly or indirectly permit any third party to list or advertise the Unit for sale or lease, at any time until after the Title Transfer Date, without the prior written consent of the Vendor, which consent may be arbitrarily withheld. The Purchaser acknowledges and agrees that once a breach of the preceding covenant occurs, such breach is or shall be incapable of rectification, and accordingly the Purchaser acknowledges, and agrees that in the event of such breach, the Vendor shall have the unilateral right and option of terminating this Agreement and the Occupancy License, effective upon delivery of notice of termination to the Purchaser or the Purchaser's solicitor, whereupon the provisions of this Agreement dealing with the consequence of termination by reason of the Purchaser's default, shall apply. The Purchaser shall be entitled to direct that title to the Unit be taken in the name of his or her spouse, or a member of his or her immediate family only, and shall not be permitted to direct title to any other third party.
18. The Purchaser acknowledges that the Vendor is (or may in the future be) processing and/or completing one or more rezoning or minor variance applications with respect to the Lands (and/or the lands adjacent thereto or in the neighbouring vicinity thereof), as well as a site plan approval/development application/draft plan of condominium approval with respect to the Lands, in order to permit the development and construction of the Condominium thereon. The Purchaser acknowledges that during the rezoning, minor variance, site plan and/or draft plan of condominium approval process, the footprint or siting of the condominium building may shift from that originally proposed or intended, the overall height of the condominium building (and the number of levels/floors, and/or the number of dwelling units comprising the Condominium) may vary, and the location of the Condominium's proposed amenities may likewise be altered, without adversely affecting the floor plan layout, design and size of the interior of the Unit, and the Purchaser hereby expressly agrees to complete this transaction notwithstanding the foregoing, without any abatement in the Purchase Price, and without any entitlement to a claim for damages or other compensation whatsoever. The Purchaser further covenants and agrees that it shall not oppose the aforementioned zoning, minor variance and site plan/development applications, nor any other applications ancillary thereto, including without

limitation, any application submitted or pursued by or on behalf of the Vendor to lawfully permit the development and registration of the Condominium, or to obtain an increase in the density coverage or the dwelling unit count (or yield) thereof, or for any other lawful purpose whatsoever, and the Purchaser expressly acknowledges and agrees that this covenant may be pleaded as an estoppel or bar to any opposition or objection raised by the Purchaser thereto.

19. The Purchaser covenants and agrees that he/she shall not interfere with the completion of other units and the common elements by the Vendor. Until the Condominium is completed and all units sold and transferred the Vendor may make such use of the Condominium as may facilitate the completion of the Condominium and sale of all the units, including, but not limited to the maintenance of a sales/rental/administration/construction office(s) and model units, and the display of signs located on the Property.

Termination without Default

20. In the event this Agreement is terminated through no fault of the Purchaser, all deposit monies paid by the Purchaser towards the Purchase Price, together with any interest required by law to be paid, shall be returned to the Purchaser; provided however, that the Vendor shall not be obligated to return any monies paid by the Purchaser as an Occupancy Fee. The Vendor shall be entitled to require the Purchaser to execute a release of any surety, lender or any other third party requested by the Vendor in its discretion prior to the return of such monies. In no event shall the Vendor or its agents be liable for any damages or costs whatsoever and without limiting the generality of the foregoing, for any loss of bargain, for any relocating costs, or for any professional or other fees paid in relation to this transaction. This provision may be pleaded by the Vendor as a complete defence to any such claim.

Tarion Warranty Corporation

21. The Vendor represents and warrants to the Purchaser that the Vendor is a registered vendor/builder with the TWC. The Purchaser acknowledges and agrees that any warranties of workmanship or materials, in respect of any aspect of the construction of the Condominium including the Unit, whether implied by this Agreement or at law or in equity or by any statute or otherwise, shall be limited to only those warranties deemed to be given by the Vendor under the ONHWPA and shall extend only for the time period and in respect of those items as stated in the ONHWPA, it being understood and agreed that there is no representation, warranty, guarantee, collateral agreement, or condition precedent to, concurrent with or in any way affecting this Agreement, the Condominium or the Unit, other than as expressed herein. The Purchaser hereby irrevocably appoints the Vendor his/her agent to complete and execute the TWC Certificate of Deposit and any excess condominium deposit insurance documentation in this regard, as required, both on its own behalf and on behalf of the Purchaser.

Right of Entry

22. Notwithstanding the Purchaser occupying the Unit on the Occupancy Date or the closing of this transaction and the delivery of title to the Unit to the Purchaser, as applicable, the Vendor or any person authorized by it shall be entitled at all reasonable times and upon reasonable prior notice to the Purchaser to enter the Unit and the common elements in order to make inspections or to do any work or replace thereon or thereon which may be deemed necessary by the Vendor in connection with the Unit or the common elements and such right shall be in addition to any rights and easements created under the Act. A right of entry in favour of the Vendor for a period not exceeding five (5) years similar to the foregoing may be included in the Transfer/Deed provided on the Title Transfer Date and acknowledged by the Purchaser at the Vendor's sole discretion.

Occupancy

23. (a) The Unit shall be deemed to be substantially completed when the interior work has been finished to the minimum standards allowed by the Municipality so that the Unit may be lawfully occupied notwithstanding that there remains other work within the Unit and/or the common elements to be completed. The Purchaser shall not occupy the Unit until the Municipality has permitted same or consented thereto, if such consent is required and the Occupancy Date shall be postponed until such required consent is given. The Purchaser shall not require the Vendor to provide or produce an occupancy permit, certificate or authorization from the Municipality other than the documentation required by paragraph 8 of the Tarion Addendum. Provided that the Vendor complies with paragraph 8 of the Tarion Addendum, the Purchaser acknowledges that the failure to complete the common elements before the Occupancy Date shall not be deemed to be failure to complete the Unit, and the Purchaser agrees to complete this transaction notwithstanding any claim submitted to the Vendor and/or to the TWC in respect of apparent deficiencies or incomplete work provided, always, that such incomplete work does not prevent occupancy of the Unit as, otherwise, permitted by the Municipality.
- (b) If the Unit is substantially complete and fit for occupancy on the Occupancy Date, as provided for in subparagraph (a) above, but the Creating Documents have not been registered, (or in the event the Condominium is registered prior to the Occupancy Date and closing documentation has yet to be prepared), the Purchaser shall pay to the Vendor a further amount on account of the Purchase Price specified in paragraph 1(b) hereof without adjustment save for any pro-rated portion of the Occupancy Fee described and calculated in Schedule "C", and the Purchaser shall occupy the Unit on the Occupancy Date pursuant to the Occupancy License attached hereto as Schedule "C".

Inspection

24. (a) The Purchaser or the Purchaser's designate as hereinafter provided agrees to meet the Vendor's representative at the date and time designated by the Vendor, prior to the Occupancy Date, to conduct a pre-delivery inspection of the Unit (the "PDI") and to list all items remaining incomplete at the time of such inspection together with all mutually agreed deficiencies with respect to the Unit, on the TWC Certificate of Completion and Possession (the "CCP") and the PDI Form, in the forms prescribed from time to time by, and required to be completed pursuant to the provisions of the ONHWPA. The said CCP and PDI Forms shall be executed by both the Purchaser or the Purchaser's designate and the Vendor's representative at the PDI and shall constitute the Vendor's only undertaking with respect to incomplete or deficient work and the Purchaser shall not require any further undertaking of the Vendor to complete any outstanding items. In the event that the Vendor performs any additional work to the Unit in its discretion, the Vendor shall not be deemed to have waived the provision of this paragraph or otherwise enlarged its obligations hereunder.

- (b) The Purchaser acknowledges that the Homeowner Information Package as defined in TWC Bulletin 42 (the "HIP") is available from TWC and that the Vendor further agrees to provide the HIP to the Purchaser or the Purchaser's designate, at or before the PDI. The Purchaser or the Purchaser's designate agrees to execute and provide to the Vendor the Confirmation of Receipt of the HIP forthwith upon receipt of the HIP.
- (c) The Purchaser shall be entitled to send a designate to conduct the PDI in the Purchaser's place or attend with their designate, provided the Purchaser first provides to the Vendor a written authority appointing such designate for PDI prior to the PDI. If the Purchaser appoints a designate, the Purchaser acknowledges and agrees that the Purchaser shall be bound by all of the documentation executed by the designate to the same degree and with the force and effect as if executed by the Purchaser directly.
- (d) In the event the Purchaser and/or the Purchaser's designate fails to attend the PDI or fails to execute the CCP and PDI Forms at the conclusion of the PDI, the Vendor may declare the Purchaser to be in default under this Agreement and may exercise any or all of its remedies set forth in this Agreement of Purchase and Sale and/or at law. Alternatively, the Vendor may, at its option, complete the within transaction but not provide the keys to the Unit to the Purchaser until the CCP and PDI Forms have been executed by the Purchaser and/or its designate or complete the within transaction and complete the CCP and PDI Forms on behalf of the Purchaser and/or the Purchaser's designate and the Purchaser hereby irrevocably appoints the Vendor the Purchaser's attorney and/or agent and/or designate to complete the CCP and PDI Forms on the Purchaser's behalf and the Purchaser shall be bound as if the Purchaser or the Purchaser's designate had executed the CCP and PDI Forms.
- (e) In the event the Purchaser and/or the Purchaser's designate fails to execute the Confirmation of Receipt of the HIP forthwith upon receipt thereof, the Vendor may declare the Purchaser to be in default under this Agreement and may exercise any or all of its remedies set forth in this Agreement of Purchase and Sale and/or at law.

Purchaser's Default

25. (a) In the event that the Purchaser is in default with respect to any of his or her obligations contained in this Agreement (other than paragraph 2(d) hereof) or in the Occupancy License on or before the Title Transfer Date and fails to remedy such default forthwith, if such default is a monetary default and/or pertains to the execution and delivery of documentation required to be given to the Vendor on the Occupancy Date or the Title Transfer Date, or within five (5) days of the Purchaser being so notified in writing with respect to any other non-monetary default, then the Vendor, in addition to (and without prejudice to) any other rights or remedies available to the Vendor (at law or in equity) may, at its sole option, unilaterally suspend all of the Purchaser's rights, benefits and privileges contained herein (including without limitation, the right to make colour and finish selections with respect to the Unit as hereinbefore provided or contemplated), and/or unilaterally declare this Agreement and the Occupancy License to be terminated and of no further force or effect. All monies paid hereunder (including the deposit monies paid or agreed to be paid by the Purchaser pursuant to this Agreement which sums shall be accelerated on demand of the Vendor), together with any interest earned thereon and monies paid or payable for extras or upgrades or changes ordered by the Purchaser, whether or not installed in the Dwelling, shall be forfeited to the Vendor. The Purchaser agrees that the forfeiture of the aforesaid monies shall not be a penalty and it shall not be necessary for the Vendor to prove it suffered any damages in order for the Vendor to be able to retain the aforesaid monies. The Vendor shall in such event still be entitled to claim damages from the Purchaser in addition to any monies forfeited to the Vendor. The aforesaid retention of monies is in addition to (and without prejudice to) any other rights or remedies available to the Vendor at law or in equity. In the event of the termination of this Agreement and/or the Occupancy License by reason of the Purchaser's default as aforesaid, then the Purchaser shall be obliged to forthwith vacate the Unit (or cause same to be forthwith vacated) if same has been occupied (and shall leave the Unit in a clean condition, without any physical or cosmetic damages thereto, and clear of all garbage, debris and any furnishings and/or belongings of the Purchaser), and shall execute such releases and any other documents or assurances as the Vendor may require, in order to confirm that the Purchaser does not have (and the Purchaser hereby covenants and agrees that he/she does not have) any legal, equitable or proprietary interest whatsoever in the Unit and/or the Property (or any portion thereof) prior to the completion of this transaction and the payment of the entire Purchase Price to the Vendor or the Vendor's solicitors as hereinbefore provided, and in the event the Purchaser fails or refuses to execute same, the Purchaser hereby appoints the Vendor to be his or her lawful attorney in order to execute such releases, documents and assurances in the Purchaser's name, place and stead, and in accordance with the provisions of the *Powers of Attorney Act*, R.S.O. 1990, as amended, the Purchaser hereby declares that this power of attorney may be exercised by the Vendor during any subsequent legal incapacity on the part of the Purchaser. In the event the Vendor's Solicitors or an Escrow Agent is/are holding any of the deposits in trust pursuant to this Agreement, then in the event of default as aforesaid, the Purchaser hereby releases the said solicitors or Escrow Agent from any obligation to hold the deposit monies, in trust, and shall not make any claim whatsoever against the said solicitors or Escrow Agent and the Purchaser hereby irrevocably directs and authorizes the said solicitors or Escrow Agent to deliver the said deposit monies and accrued interest, if any, to the Vendor.
- (b) Notwithstanding subparagraph (a) above, the Purchaser acknowledges and agrees that if any amount, payment and/or adjustment which are due and payable by the Purchaser to the Vendor pursuant to this Agreement are not made and/or paid on the date due, but are subsequently accepted by the Vendor, notwithstanding the Purchaser's default, then such amount, payment and/or adjustment shall, until paid, bear interest at the rate equal to eight (8%) percent per annum above the bank rate as defined in subsection 19(2) of O. Reg. 48/01 to the Act at the date of default.

Common Elements

26. The Purchaser acknowledges that the Condominium will be constructed to Ontario Building Code requirements at the time of issuance of the building permit. The Purchaser covenants and agrees the Purchaser shall have no claims against the Vendor for any equal, higher or better standards of workmanship or materials. The Purchaser agrees that the foregoing may be pleaded by the Vendor as an estoppel in any action brought by the Purchaser or his/her successors in title against the Vendor. The Vendor may, from time to time, change, vary or modify in its sole discretion or at the instance of any governmental authority or mortgagee, any elevations, building specifications or site plans of any part of

the Condominium, to conform with any municipal or architectural requirements related to building codes, official plan or official plan amendments, zoning by-laws, committees of adjustment and/or land division committee decisions, municipal site plan approval or architectural control. Such changes may be to the plans and specifications existing at inception of the Condominium or as they existed at the time the Purchaser entered into this Agreement, or as illustrated on any sales material, including without limitation, brochures, models or otherwise. With respect to any aspect of construction, finishing or equipment, the Vendor shall have the right, without the Purchaser's consent, to substitute materials, for those described in this Agreement or in the plans or specifications, provided the substituted materials are in the judgment of the Vendor's architect, whose determination shall be final and binding, of equal or better quality. The Purchaser shall have no claim against the Vendor for any such changes, variances or modifications nor shall the Vendor be required to give notice thereof. The Purchaser hereby consents to any such alterations and agrees to complete the sale notwithstanding any such modifications.

Executions

27. The Purchaser agrees to provide to the Vendor's Solicitors on the Occupancy Date a clear and up-to-date Execution Certificate confirming that no executions are filed at the local Land Titles Office against the individual(s) in whose name title to the Unit is being taken.

Risk

28. The Unit shall be and remain at the risk of the Vendor until the Title Transfer Date, subject to the terms of the Occupancy License attached hereto as Schedule "C". If any part of the Condominium is damaged before the Creating Documents are registered, the Vendor may in its sole discretion either:

- (a) make such repairs as are necessary to complete this transaction and, if necessary, delay the Occupancy Date in the manner permitted in paragraph 7 of the Tarion Addendum;
- (b) terminate this Agreement and return to the Purchaser all deposit monies paid by the Purchaser to the Vendor, with interest payable under law if the damage to the Condominium has frustrated this Agreement at law; or
- (c) apply to a court of competent jurisdiction for an order terminating the Agreement in accordance with the provisions of subsection 79(3) of the Act.

it being understood and agreed that all insurance policies and the proceeds thereof are to be for the benefit of the Vendor alone.

Tender/Termet

29. (a) The parties waive personal tender and agree that tender, in the absence of any other mutually acceptable arrangement and subject to the provisions of paragraph 30 of this Agreement shall be validly made by the Vendor upon the Purchaser, by a representative of the Vendor attending at the offices of Harris, Sheaff, LLP at 12:00 noon on the Title Transfer Date or the Occupancy Date as the case may be and remaining there until 5:00 p.m. and is ready, willing and able to complete the transaction. The Purchaser agrees that keys may be released to the Purchaser at the construction site or sales office on the Occupancy Date or the Title Transfer Date, as applicable. The Vendor's advice that the keys are available shall be valid tender of possession of the Property to the Purchaser. In the event the Purchaser or his or her solicitor fails to appear or appears and fails to close, such attendance by the Vendor's representative (which includes the Vendor's Solicitors) shall be deemed satisfactory evidence that the Vendor is ready, willing and able to complete the sale at such time. Payment shall be tendered by certified cheque drawn on any Canadian chartered bank; and
- (b) It is further provided that, notwithstanding subparagraph 29 (a) hereof, in the event the Purchaser or his or her solicitor advise the Vendor or its Solicitors, on or before the Occupancy Date or Title Transfer Date, as applicable, that the Purchaser is unable or unwilling to complete the purchase or take occupancy, the Vendor is relieved of any obligation to make any formal tender upon the Purchaser or his or her solicitor and may exercise forthwith any and all of its right and remedies provided for in this Agreement and at law.
30. As the electronic registration system (hereinafter referred to as the "Teraview Electronic Registration System" or "TERS") is operative in the applicable Land Titles Office in which the Property is registered, then at the option of the Vendor's solicitor, the following provisions shall prevail:
- (a) The Purchaser shall be obliged to retain a solicitor, who is both an authorized TERS user and in good standing with the Law Society of Upper Canada to represent the Purchaser in connection with the completion of the transaction. The Purchaser shall authorize such solicitor to, at the option of the Vendor's Solicitors, either execute an escrow closing agreement with the Vendor's Solicitor on the standard form recommended by the Law Society of Upper Canada (hereinafter referred to as the "Escrow Document Registration Agreement") establishing the procedures and timing for completing this transaction or to otherwise agree to be bound by the procedures set forth in the Escrow Document Registration Agreement.
 - (b) The delivery and exchange of documents, monies and keys to the Unit and the release thereof to the Vendor and the Purchaser, as the case may be:
 - (i) shall not occur contemporaneously with the registration of the Transfer/Deed (and other registrable documentation); and
 - (ii) shall be governed by the Escrow Document Registration Agreement, pursuant to which the solicitor receiving the documents, keys and/or certified funds will be required to hold same in escrow, and will not be entitled to release same except in strict accordance with the provisions of the Escrow Document Registration Agreement.
 - (c) If the Purchaser's solicitor is unwilling or unable to complete this transaction via TERS, in accordance with the provisions contemplated under the Escrow Document Registration Agreement, then said solicitor (or the authorized agent thereof) shall be obliged to personally attend at the office of the Vendor's solicitor, at such

time on the Title Transfer Date as may be directed by the Vendor's solicitor or as mutually agreed upon, in order to complete this transaction via TERS utilizing the computer facilities in the Vendor's solicitor's office, and shall pay a fee as determined by the Vendor's solicitor, acting reasonably for the use of the Vendor's computer facilities.

- (d) The Purchaser expressly acknowledges and agrees that he or she will not be entitled to receive the Transfer/Deed to the Unit for registration until the balance of funds due on closing, in accordance with the statement of adjustments, are either remitted by certified cheque via personal delivery or by electronic funds transfer to the vendor's solicitor (or in such other manner as the latter may direct) prior to the release of the Transfer/Deed for registration.
- (e) Each of the parties hereto agrees that the delivery of any documents not intended for registration on title to the Unit may be delivered to the other party hereto by telefax transmission (or by a similar system reproducing the original or by electronic transmission of electronically signed documents through the Internet), provided that all documents so transmitted have been duly and properly executed by the appropriate parties/signatories thereto which may be by electronic signature. The party transmitting any such document shall also deliver the original of same (unless the document is an electronically signed document pursuant to the *Electronic Commerce Act*) to the recipient party by overnight courier sent the day of closing or within 7 business days of closing, if same has been so requested by the recipient party.
- (f) Notwithstanding anything contained in this agreement to the contrary, it is expressly understood and agreed by the parties hereto that an effective tender shall be deemed to have been validly made by the Vendor upon the Purchaser when the Vendor's solicitor has:
- (i) delivered all closing documents and/or funds to the Purchaser's solicitor in accordance with the provisions of the Escrow Document Registration Agreement and keys are made available for the Purchaser to pick up at the Vendor's sales or customer service office;
 - (ii) advised the Purchaser's solicitor, in writing, that the Vendor is ready, willing and able to complete the transaction in accordance with the terms and provisions of this Agreement; and
 - (iii) has completed all steps required by TERS in order to complete this transaction that can be performed or undertaken by the Vendor's solicitor without the cooperation or participation of the Purchaser's solicitor, and specifically when the "competent signatory" for the transfer/deed has been electronically "signed" by the Vendor's solicitor;

without the necessity of personally attending upon the Purchaser or the Purchaser's solicitor with the aforementioned documents, keys and/or funds, and without any requirement to have an independent witness evidencing the foregoing.

General

31. The Vendor shall provide a statutory declaration on the Title Transfer Date that it is not a non-resident of Canada within the meaning of the ITA.
32. The Vendor and Purchaser agree to pay the costs of registration of their own documents and any tax in connection therewith.
33. The Vendor and the Purchaser agree that there is no representation, warranty, collateral agreement or condition affecting this Agreement or the Property or supported hereby other than as expressed herein in writing.
34. This Offer and its acceptance is to be read with all changes of gender or number required by the context and the terms, provisions and conditions hereof shall be for the benefit of and be binding upon the Vendor and the Purchaser, and as the context of this Agreement permits, their respective heirs, estate trustees, successors and permitted assigns.
35. The Purchaser acknowledges that the suite area of the Unit, as may be represented or referred to by the Vendor or any sales agent, or which appear in any sales material is approximate only, and is generally measured to the outside of all exterior, corridor and stairwell walls, and to the centre line of all party walls separating one unit from another. **NOTE:** For more information on the method of calculating the floor area of any unit, reference should be made to Builder Bulletin No. 22 published by the TWC. Actual useable floor space may (therefore) vary from any stated or represented floor area or gross floor area, and the extent of the actual or useable living space within the confines of the Unit may vary from any represented square footage or floor area measurement(s) made by or on behalf of the Vendor. In addition, the Purchaser is advised that the floor area measurements are generally calculated based on the middle floor of the Condominium building for each suite type, such that units on lower floors may have less floor space due to thicker structural members, mechanical rooms, etc., while units on higher floors may have more floor space. Accordingly, the Purchaser hereby confirms and agrees that all details and dimensions of the Unit purchased hereunder are approximate only, and that the Purchase Price shall not be subject to any adjustment or claim for compensation whatsoever, whether based upon the ultimate square footage of the Unit, or the actual or useable living space within the confines of the Unit or otherwise. The Purchaser further acknowledges that the ceiling height of the Unit is measured from the upper surface of the concrete floor slab (or subfloor) to the underside surface of the concrete ceiling slab (or joists). However, where ceiling bulkheads are installed within the Unit, and/or where dropped ceilings are required, then the ceiling height of the Unit will be less than that represented, and the Purchaser shall correspondingly be obliged to accept the same without any abatement or claim for compensation whatsoever.
36. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario.
37. The headings of this Agreement form no part hereof and are inserted for convenience of reference only.
38. Each of the provisions of this Agreement shall be deemed independent and severable and the invalidity or unenforceability in whole or in part of any one or more of such provisions shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of this Agreement, and in such event all the other provisions of this Agreement shall continue in full force and effect as if such invalid provision had never been included herein. The Purchaser and the Vendor acknowledge and agree that this Agreement and all amendments and addenda thereto shall constitute an agreement made under seal.

- 39. (a) If any documents required to be executed and delivered by the Purchaser to the Vendor are, in fact, executed by a third party appointed as the attorney for the Purchaser, then the power of attorney appointing such person must be registered in the Land Titles office where the Lands are registered, and a duplicate registered copy thereof (together with a statutory declaration sworn by the Purchaser's solicitor unequivocally confirming, without any qualification whatsoever, that said power of attorney has not been revoked) shall be delivered to the Vendor along with such documents.
- (b) Where the Purchaser is a corporation, or where the Purchaser is buying in trust for another person or corporation for a disclosed or undisclosed beneficiary or principal (including, without limitation, a corporation to be incorporated), the execution of this Agreement by the principal or principals of such corporation, or by the person named as the Purchaser in trust as the case may be, shall be deemed and construed to constitute the personal indemnity of such person or persons so signing with respect to the obligations of the Purchaser herein and shall be fully liable to the Vendor for the Purchaser's obligations under this Agreement and may not plead such agency, trust relationship or any other relationships as a defence to such liability.

Notice

- 40. (a) Any notice required to be delivered under the provisions of the Tarion Addendum shall be delivered in the manner required by paragraph 14 of the Tarion Addendum.
- (b) Any other notice given pursuant to the terms of this Agreement shall be deemed to have been properly given if it is in writing and is delivered by hand, ordinary prepaid post, facsimile transmission or electronic mail to the attention of the Purchaser or to the Purchaser's solicitor to their respective addresses indicated herein or to the address of the Unit after the Occupancy Date and to the Vendor at 6791 Woodbine Avenue, Suite 100, Markham, Ontario, L3R 0P4, or to the Vendor's Solicitors at the address indicated in this Agreement or such other address as may from time to time be given by notice in accordance with the foregoing. Such notice shall be deemed to have been received on the day it was delivered by hand, by electronic mail or by facsimile transmission and upon the third day following posting, excluding Saturdays, Sundays and statutory holidays. This agreement or any amendment or addendum thereto may, at the Vendor's option, be properly delivered if it delivered by facsimile transmission or if a copy of same is computer scanned and forwarded by electronic mail to the other party.

Material Change

- 41. The Purchaser acknowledges and agrees that the Vendor may, from time to time in its sole discretion, due to site conditions or constraints, or for marketing considerations, or for any other legitimate reason, including without limitation any request or requirement of any of the governmental authorities or any request or requirement of the Vendor's architect or other design consultants:
 - (a) change the Property's municipal address or numbering of the Unit (in terms of the unit number and/or level number ascribed to any one or more of the units comprising the Unit);
 - (b) change, vary or modify the plans and specifications pertaining to the Unit or the Condominium, or any portion thereof (including architectural, structural, engineering, landscaping, grading, mechanical, site servilelog and/or other plans and specifications) from the plans and specifications existing at the inception of the project, or existing at the time that the Purchaser has entered into this Agreement, or as same may be illustrated in any sales brochure(s), model(s) in the sales office or otherwise, including without limitation, making any change to the total number of dwelling, parking, locker and/or other ancillary units intended to be created within the Condominium, and/or any change to the total number of levels or floors within the Condominium, as well as any changes or alterations to the design, style, size and/or configuration of any dwelling or other ancillary units within the Condominium;
 - (c) change, vary, or modify the number, size and location of any windows, column(s) and/or bulkhead(s) within or adjacent to (or comprising part of) the Unit, from the number, size and/or location of same as displayed or illustrated in any sales brochure(s), model(s) or floor plan(s) previously delivered or shown to the Purchaser, including the insertion or placement of any window(s), column(s) and/or bulkhead(s) in one or more locations within the Unit which have not been shown or illustrated in any sales brochure(s), model(s) or floor plan(s) previously delivered or shown to the Purchaser (regardless of the extent or impact thereof), as well as the removal of any window(s), column(s) and/or bulkhead(s) from any location(s) previously shown or illustrated in any sales brochure(s), model(s) in the sales office or otherwise; and/or
 - (d) change the layout of the Unit such that same is a mirror image of the layout shown to the Purchaser (or a mirror image of the layout illustrated in any sales brochure or other marketing material(s) delivered to the Purchaser);

and that the Purchaser shall have absolutely no claim or cause of action whatsoever against the Vendor or its sales representatives (whether based or founded in contract, tort or in equity) for any such changes, deletions, alterations or modifications, nor shall the Purchaser be entitled to any abatement or reduction in the Purchase Price whatsoever as a consequence thereof, nor any notice thereof (unless any such change, deletion, alteration or modification to the said plans and specifications is material in nature (as defined by the Act) and significantly affects the fundamental character, use or value of the Unit and/or the Condominium, in which case the Vendor shall be obliged to notify the Purchaser in writing of such change, deletion, alteration or modification as soon as reasonably possible after the Vendor proposes to implement same, or otherwise becomes aware of same), and where any such change, deletion, alteration or modification to the said plans and specifications is material in nature, then the Purchaser's only recourse and remedy shall be the termination of this Agreement prior to the Title Transfer Date (and specifically within 10 days after the Purchaser is notified or otherwise becomes aware of such material change), and the return of the Purchaser's deposit monies, together with interest accrued thereon at the rate prescribed by the Act.

Cause of Action/Assignment

42. (a) The Purchaser acknowledges and agrees that notwithstanding any rights which he or she might otherwise have at law or in equity arising out of this Agreement, the Purchaser shall not assert any of such rights, nor have any claim or cause of action whatsoever as a result of any matter or thing arising under or in connection with this Agreement (whether based or founded in contract law, tort law or in equity, and whether for innocent misrepresentation, negligent misrepresentation, breach of contract, breach of fiduciary duty, breach of constructive trust or otherwise), against any person, firm, corporation or other legal entity, other than the person, firm, corporation or legal entity specifically named or defined as the Vendor herein, even though the Vendor may be (or may ultimately be found or adjudged to be) a nominee or agent of another person, firm, corporation or other legal entity, or a trustee for and on behalf of another person, firm, corporation or other legal entity, and this acknowledgment and agreement may be pleaded as an estoppel and bar against the Purchaser in any action, suit, application or proceeding brought by or on behalf of the Purchaser to assert any of such rights, claims or causes of action against any such third parties. Furthermore, the Purchaser and the Vendor acknowledge that this Agreement shall be deemed to be a contract under seal.
- (b) At any time prior to the Title Transfer Date, the Vendor shall be permitted to assign this Agreement (and its rights, benefits and interests hereunder) to any person, firm, partnership or corporation registered as a vendor pursuant to the ONHWA and upon any such assignee assuming all obligations under this Agreement and notifying the Purchaser or the Purchaser's solicitor of such assignment, the Vendor named herein shall be automatically released from all obligations and liabilities to the Purchaser arising from this Agreement, and said assignee shall be deemed for all purposes to be the vendor herein as if it had been an original party to this Agreement, in the place and stead of the Vendor.

Non-Merger

43. The covenants and agreements of each of the parties hereto shall not merge on the Title Transfer Date, but shall remain in full force and effect according to their respective terms, until all outstanding obligations of each of the parties hereto have been duly performed or fulfilled in accordance with the provisions of this Agreement. No further written assurances evidencing or confirming the non-merger of the covenants of either of the parties hereto shall be required or requested by or on behalf of either party hereto.

Notice/Warning Provisions

44. The Purchaser acknowledges that it is anticipated by the Vendor that in connection with the Vendor's application to the appropriate governmental authorities for draft plan of condominium approval certain requirements may be imposed upon the Vendor by various governmental authorities. These requirements (the "Requirements") usually relate to warning provisions to be given to Purchasers in connection with environmental or other concerns (such as warnings relating to noise levels, the proximity of the Condominium to major street, garbage storage and pickup, school transportation, and similar matters). Accordingly, the Purchaser covenants and agrees that (1) on either the Occupancy Date or Title Transfer Date, as determined by the Vendor, the Purchaser shall execute any and all documents required by the Vendor acknowledging, inter alia, that the Purchaser is aware of the Requirements, and (2) if the Vendor is required to incorporate the Requirements into the final Condominium Documents the Purchaser shall accept the same, without in any way affecting this transaction. Notwithstanding the generality of the foregoing, the Purchaser agrees to be bound by the warnings set forth in Schedule "D" hereto.

Purchaser's Consent to the Collection and Limited Use of Personal Information

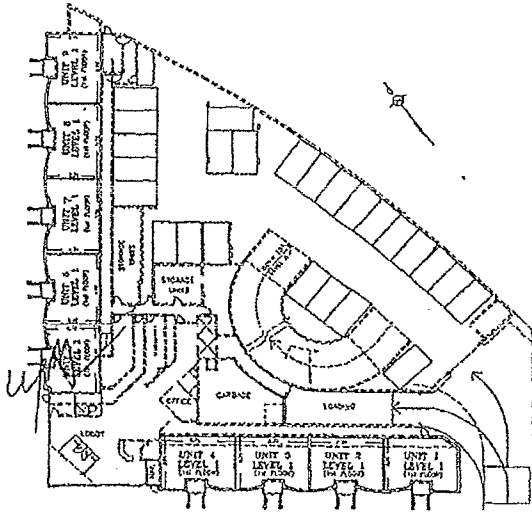
45. The Purchaser hereby consents to the Vendor's collection, use and disclosure of the Purchaser's personal information for the purpose of enabling the Vendor to proceed with the Purchaser's purchase of the Unit, completion of this transaction, and for post-closing and after-sales customer care purposes. Such personal information includes the Purchaser's name, home address, e-mail address, telefax/telephone number, age, date of birth, marital and residency status, social insurance number (only with respect to subparagraph (b) below), financial information, desired suite design(s), and colour/finish selections. In particular, but without limiting the foregoing, the Vendor may disclose such personal information to:
- (a) Any relevant governmental authorities or agencies, including without limitation, the Land Titles Office (in which the Condominium is registered), the Ministry of Finance for the Province of Ontario (i.e. with respect to Land Transfer Tax), and the Canada Revenue Agency (i.e. with respect to GST);
- (b) Canada Revenue Agency, to whose attention the T-5 interest income tax information return and/or the NR4 non-resident withholding tax information return is submitted (where applicable), which will contain or refer to the Purchaser's social insurance number or business registration number (as the case may be), as required by Regulation 201(1)(b)(ii) of the ITA, as amended;
- (c) The Condominium for the purposes of facilitating the completion of the Condominium's voting, leasing and/or other relevant records and to the Condominium's property manager for the purposes of facilitating the issuance of notices, the collection of common expenses and/or implementing other condominium management/administration functions;
- (d) any companies or legal entities that are associated with, related to or affiliated with the Vendor, other future condominium declarants that are likewise associated with, related to or affiliated with the Vendor (or with the Vendor's parent/holding company) and are developing one or more other condominium projects or communities that may be of interest to the Purchaser or members of the Purchaser's family, for the limited purposes of marketing, advertising and/or selling various products and/or services to the Purchaser and/or members of the Purchaser's family;
- (e) any financial institution(s) providing (or wishing to provide) mortgage financing, banking and/or other financial or related services to the Purchaser and/or members of the Purchaser's family, with respect to the Unit, including without limitation, the Vendor's construction lender(s), the quality surveyor monitoring the Project and its costs, the Vendor's designated construction lender(s), the Tarion Warranty Corporation and/or any warranty bond provider and/or excess condominium deposit insurer, required in connection with the

development and/or construction financing of the Condominium and/or the financing of the Purchaser's acquisition of the Property from the Vendor;

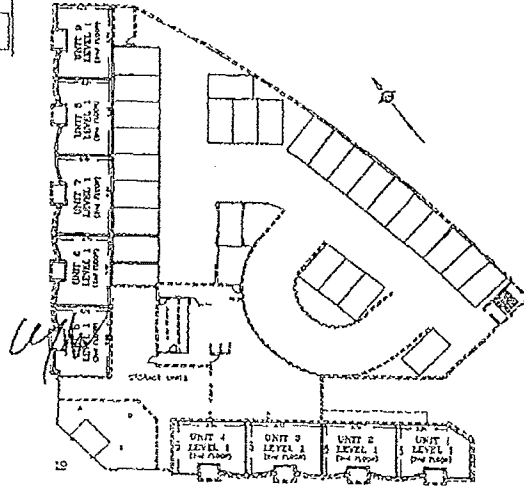
- (f) any insurance companies of the Vendor providing (or wishing to provide) insurance coverage with respect to the Property (or any portion thereof) and/or the common elements of the Condominium, and any title insurance companies providing (or wishing to provide) title insurance to the Purchaser or the Purchaser's mortgage lender(s) in connection with the completion of this transaction;
- (g) any trades/suppliers or sub-trades/suppliers, who have been retained by or on behalf of the Vendor (or who are otherwise dealing with the Vendor) to facilitate the completion and finishing of the Unit and the installation of any extras or upgrades ordered or requested by the Purchaser;
- (h) one or more providers of cable television, telephone, telecommunication, security alarm systems, hydro-electricity, chilled water/hot water, gas and/or other similar or related services to the Property (or any portion thereof) and/or the Condominium (collectively, the "Utilities"), unless the Purchaser gives the Vendor prior notice in writing not to disclose the Purchaser's personal information to one or more of the Utilities;
- (i) one or more third party data processing companies which handle or process marketing campaigns on behalf of the Vendor or other companies that are associated with, related to or affiliated with the Vendor, and who may send (by e-mail or other means) promotional literature/brochures about new condominiums and/or related services to the Purchaser and/or members of the Purchaser's family, unless the Purchaser gives the Vendor prior notice in writing not to disclose the Purchaser's personal information to said third party data processing companies;
- (j) the Vendor's solicitors, to facilitate the interim occupancy and/or final closing of this transaction, including the closing by electronic means via the Teraview Electronic Registration System, and which may (in turn) involve the disclosure of such personal information to an internet application service provider for distribution of documentation;
- (k) any person, where the Purchaser further consents to such disclosure or disclosures required by law.

Any questions or concerns of the Purchaser with respect to the collection, use or disclosure of his or her personal information may be delivered to the Vendor at the address set out in the Tarion Addendum, Attention: Privacy Officer.

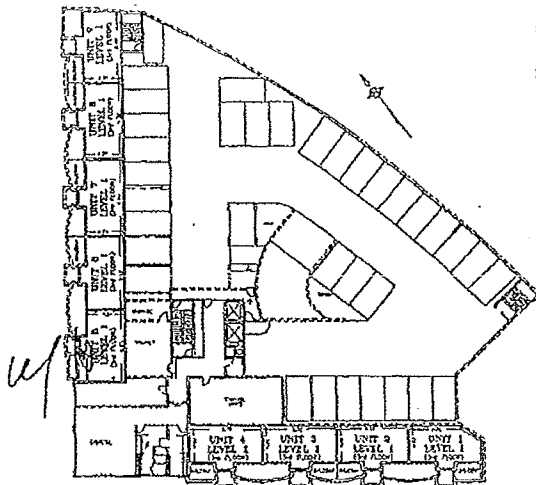
SCHEDULE "A" TO THE AGREEMENT OF PURCHASE AND SALE



LEVEL 1
FIRST FLOOR OF UNITS 1 to 9
(LEVEL 1)
NOT TO SCALE



LEVEL 2
SECOND FLOOR OF UNITS 1 to 9
(LEVEL 1)
NOT TO SCALE



LEVEL 3
THIRD FLOOR OF UNITS 1 to 9
(LEVEL 1)
NOT TO SCALE

SCHEDULE "B" TO THE AGREEMENT OF PURCHASE AND SALE

FEATURES AND FINISHES - TOWNHOUSE UNITS

The following are included in the Purchase Price:

- Engineered hardwood flooring in living, dining and den areas
- 40oz carpet with foam under pad in bedroom(s)
- Ceramic tile in kitchen, laundry, bathroom(s), and entrance areas
- Bi-fold doors for all closet/storage areas, painted white
- Digital Thermostat(s) for individual climate control of suite
- Smooth finished ceilings
- Contemporary trim package including nominal 4" painted base, lever passage and privacy sets
- Interior walls are primed and then painted with two coats of off-white, latex paint (bathroom(s), and all woodwork and trim painted with durable white semi-gloss paint). Paints have low levels of volatile organic compounds (VOCs).
- 6'8" foot interior doors with lever hardware, complete with contemporary casings
- 7 foot solid wood entry door with security peeper, lever set hardware and suite number on the escutcheon plate for town houses 1 - 9.
- Balcony and Terrace access via sliding patio door(s)
- Balcony to have one exterior electrical receptacle.
- Thermally broken aluminum window frames with, double pane, sealed glazed units, with designated operable windows.
- Where ceiling bulkheads are installed, the ceiling height will be less than the nominal 9 feet. Where dropped ceilings are required, (in areas such as foyers, closets, kitchens, dining rooms, bathrooms, laundry rooms and hallways), the ceiling height will also be less than the nominal 9 feet.
- Individual elevator as per suite design.

- Granite kitchen countertop with polished square edge and stainless steel under mounted double sink
- Single lever kitchen faucet, complete with pull out spray.
- 4" granite backsplash

BATHROOMS

- White bathroom fixtures throughout.
- Cultured marble vanity with integrated basin and single lever faucet for the bathroom(s)
- Vanity mirror in clear finish
- 5' acrylic soaker tub with single lever faucet.
- Ceramic tiles in tub area to ceiling height
- Temperature controlled shower faucet.
- Low-flow shower head(s).
- Ceramic tile flooring
- Low consumption toilet(s).

LAUNDRY

- Brand name stackable washer & dryer combination unit
- Heavy-duty wiring and receptacle for dryer.
- Dryer vented to exterior.

SAFETY and SECURITY

- Heat detector(s) connected to fire annunciation panel.
- Hard wired smoke alarm(s).

ELECTRICAL SERVICE and FIXTURES

- Individual electrical power service, separately metered
- Decora series receptacles and switches throughout.
- Light fixtures in foyer, hallway(s), kitchen, breakfast area, and den.
- Capped ceiling light outlet in dining room.

COMMUNICATIONS

- Pre-wired cable outlet in living room, bedroom(s), den and kitchen
- Pre-wired telephone outlet in living room, bedroom(s), den and kitchen.

STAINLESS STEEL

KITCHENS

- Brand name Energy Star ® refrigerator and dishwasher
- Brand name electric range, combination microwave/hood vent,
- Kitchen cabinetry with one bank of drawers, pantry per suite design. Cabinets complete with contemporary handles.

- N.B. Subject to paragraph 4 of the Agreement of Purchase and Sale attached hereto, the Vendor shall have the right to substitute other products and materials for those listed in this Schedule or provided for in the plans and specifications provided that the substituted products and materials are of a quality equal to, or better than, the products and materials so listed or so provided.
9. Marble and wood are subject to natural variations in colour and grain. Ceramic tile and limestone are subject to pattern, shade and colour variations.
10. If the Unit is at a stage of construction which will enable the Vendor to permit the Purchaser to make colour and material choices from the Vendor's standard selections, then the Purchaser shall have until the Vendor's date designated by the Vendor (of which the Purchaser shall be given at least seven (7) days prior to notice) to properly complete the Vendor's colour and material selection form. If the Purchaser fails to do so within such time period, the Vendor may irrevocably exercise all of the Purchaser's rights to colour and material selections hereunder and such selections shall be binding upon the Purchaser. No changes whatsoever shall be permitted in colours or materials so selected by the Vendor, except that the Vendor shall have the right to substitute other materials and items for those provided in this Schedule provided that such materials and items are of equal quality to or better than the materials and items set out herein.
11. The Purchaser acknowledges that there shall be no reduction in the price or credit for any standard feature listed herein which is omitted at the Purchaser's request.
12. References to model types or model numbers refer to current manufacturer's models. If these types or models shall change, the Vendor shall provide an equivalent model.
13. All dimensions, if any, are approximate.
14. All specifications and materials are subject to change without notice.
15. Pursuant to this Agreement or this Schedule or pursuant to a supplementary agreement or purchase order the Purchaser may have requested the Vendor to construct an additional feature within the Unit which is in the nature of an optional extra (such as, by way of example only, a fireplace). If, as a result of building, construction or site conditions within the Unit or the Building, the Vendor is not able to construct such extra, then the Vendor may, by written notice to the Purchaser, terminate the Vendor's obligation to construct the extra. In such event, the Vendor shall refund to the Purchaser the monies, if any, paid by the Purchaser to the Vendor in respect of such extra, without interest and in all other respects this Agreement shall continue in full force and effect.
16. Floor and specific features will depend on the Vendor's package as selected.

SCHEDULE "C" TO AGREEMENT OF PURCHASE AND SALE

TERMS OF OCCUPANCY LICENCE

- C.1 The transfer of title to the Unit shall take place on the Title Transfer Date upon which date, unless otherwise expressly provided for hereunder, the term of this Occupancy Licence shall be terminated.
- C.2 The Purchaser shall pay or have paid to the Vendor, on or before the Occupancy Date, by certified cheque drawn on a Canadian chartered bank the amount set forth in paragraph 1(b) of this Agreement without adjustment. Upon payment of such amount on the Occupancy Date, the Vendor grants to the Purchaser a licence to occupy the Unit from the Occupancy Date.
- The Purchaser shall pay to the Vendor the Occupancy Fee calculated as follows:
- (a) the amount of interest payable in respect of the unpaid balance of the Purchase Price at the prescribed rate;
 - (b) an amount reasonably estimated by the Vendor on a monthly basis for municipal realty taxes attributable by the Vendor to the Unit; and
 - (c) the projected monthly common expense contribution for the Unit;
- as an occupancy charge on the first day of each month in advance during Interim Occupancy, no part of which shall be credited as payments on account of the Purchase Price, but which payments shall be a charge for occupancy only. If the Occupancy Date is not the first day of the month, the Purchaser shall pay on the Occupancy Date a pro rata amount for the balance of the month by certified funds. The Purchaser shall deliver to the Vendor on or before the Occupancy Date a series of post-dated cheques as required by the Vendor for payment of the estimated monthly Occupancy Fee. The Occupancy Fee may be recalculated by the Vendor, from time to time based on revised estimates of the items which may be lawfully taken into account in the calculation thereof and the Purchaser shall pay to the Vendor such revised Occupancy Fee following notice from the Vendor. With respect to taxes, the Purchaser agrees that the amount estimated by the Vendor on account of municipal realty taxes attributed to the Unit shall be subject to recalculation based upon the real property tax assessment or reassessment of the Units and/or Condominium, issued by the municipality after the Title Transfer Date and the municipal tax mill rate in effect as at the date such assessment or reassessment is issued. The Occupancy Fee shall thereupon be recalculated by the Vendor and any amount owing by one party to the other shall be paid upon demand.
- C.3 The Purchaser shall be allowed to remain in occupancy of the Unit during Interim Occupancy provided the terms of this Occupancy Licence and the Agreement have been observed and performed by the Purchaser. In the event the Purchaser breaches the terms of occupancy the Vendor in its sole discretion and without limitation of any other rights or remedies provided for in this Agreement or at law may terminate this Agreement and revoke the Occupancy Licence whereupon the Purchaser shall be deemed a trespasser and shall give up vacant possession forthwith. The Vendor may take whatever steps it deems necessary to obtain vacant possession and the Purchaser shall reimburse the Vendor for all costs it may incur.
- C.4 At or prior to the time that the Purchaser takes possession of the Unit, the Purchaser shall execute and deliver to the Vendor any documents, directions, acknowledgments, assumption agreements or any and all other documents required by the Vendor pursuant to this Agreement, in the same manner as if the closing of the transaction was taking place at that time.
- C.5 The Purchaser shall pay the monthly Occupancy Fee during Interim Occupancy and the Vendor shall destroy all unused post-dated Occupancy Fee cheques on or shortly after the Title Transfer Date.
- C.6 The Purchaser agrees to maintain the Unit in a clean and sanitary condition and not to make any alterations, improvements or additions thereto without the prior written approval of the Vendor which may be unreasonably withheld. The Purchaser shall be responsible for all utility, telephone expenses, cable television service, or other charges and expenses billed directly to the occupant of the Unit by the supplier of such services and not the responsibility of the Corporation under the Condominium Documents.
- C.7 The Purchaser's occupancy of the Unit shall be governed by the provisions of the Condominium Documents and the provisions of this Agreement. The Unit may only be occupied and used in accordance with the Condominium Documents and for no other purpose.
- C.8 The Vendor covenants to proceed with all due diligence and dispatch to register the Creating Documents. If the Vendor for any reason whatsoever is unable to register the Creating Documents and therefore is unable to deliver a registrable Transfer/Deed to the Purchaser within twenty-four (24) months after the Occupancy Date, the Purchaser or Vendor shall have the right after such twenty-four (24) month period to give sixty (60) days written notice to the other, of an intention to terminate the Occupancy Licence and this Agreement. If the Vendor and Purchaser consent to termination, the Purchaser shall give up vacant possession and pay the Occupancy Fee to such date, after which this Agreement and Occupancy Licence shall be terminated and all moneys paid to the Vendor on account of the Purchase Price shall be returned to the Purchaser together with interest required by the Act, subject however, to any repairs and redecorating expenses of the Vendor necessary to restore the Unit to its original state of occupancy, reasonable wear and tear excepted. The Purchaser and Vendor each agree to provide a release of this Agreement in the Vendor's standard form. If the Vendor and Purchaser do not consent to termination, the provisions of subsection 79(3) of the Act may be invoked by the Vendor.
- C.9 The Vendor and the Purchaser covenant and agree, notwithstanding the taking of possession, that all terms hereunder continue to be binding upon them and that the Vendor may enforce the provisions of the Occupancy Licence separate and apart from the purchase and sale provisions of this Agreement.
- C.10 The Purchaser acknowledges that the Vendor holds a fire insurance policy on the Condominium including all aspects of a standard unit only and not on any improvements or betterments made by or on behalf of the Purchaser. It is the responsibility of the Purchaser, after the Occupancy Date to insure the improvements or betterments to the Unit and to replace and/or repair same if they are removed, injured or destroyed. The Vendor is not liable for the Purchaser's loss occasioned by fire, theft or other casualty, unless caused by the Vendor's willful conduct.

- C.11 The Purchaser agrees to indemnify the Vendor for all losses, costs and expenses incurred as a result of the Purchaser's neglect, damage or use of the Unit or the Condominium, or by reason of injury to any person or property in or upon the Unit or the Condominium resulting from the negligence of the Purchaser, members of his immediate family, servants, agents, invitees, tenants, contractors and licensees. The Purchaser agrees that should the Vendor elect to repair or redecorate all or any part of the Unit or the Condominium as a result of the Purchaser's neglect, damage or use of the Unit or Condominium, he will immediately reimburse the Vendor for the cost of doing same, the determination of need for such repairs or redecoration shall be at the discretion of the Vendor, and such costs may be added to the Purchase Price.
- C.12 In accordance with subsections 80(6)(d) and (e) of the Act, subject to strict compliance by the Purchaser with the requirements of occupancy set forth in this Agreement, the Purchaser shall not have the right to assign, sublet or in any other manner dispose of the Occupancy Licence during Interim Occupancy without the prior written consent of the Vendor which consent may be arbitrarily withheld. The Purchaser acknowledges that an administrative fee will be payable to the Vendor each time the Purchaser wishes to assign, sublet or dispose of the Occupancy Licence during Interim Occupancy.
- C.13 The provisions set forth in this Agreement, unless otherwise expressly modified by the terms of the Occupancy Licence, shall be deemed to form an integral part of the Occupancy Licence. In the event the Vendor elects to terminate the Occupancy Licence pursuant to this Agreement following substantial damage to the Unit and/or the Condominium, the Occupancy Licence shall terminate forthwith upon notice from the Vendor to the Purchaser. If the Unit and/or the Condominium can be repaired within a reasonable time following damages as determined by the Vendor (but not, in any event, to exceed one hundred and eighty (180) days) and the Unit is, during such period of repairs uninhabitable, the Vendor shall proceed to carry out the necessary repairs to the Unit and/or the Condominium with all due dispatch and the Occupancy Fee shall abate during the period when the Unit remains uninhabitable; otherwise, the Purchaser shall vacate the Unit and deliver up vacant possession to the Vendor and all moneys, to the extent provided for in paragraph 20 hereof (excluding the Occupancy Fee paid to the Vendor) shall be returned to the Purchaser. It is understood and agreed that the proceeds of all insurance policies held by the Vendor are for the benefit of the Vendor alone.

MS081068917 Matters Agreement of Purchase and Sale (May 20 09).DOC

SCHEDULE "D" TO AGREEMENT OF PURCHASE AND SALE

WARNING CLAUSES

1. The Purchaser acknowledges that it is anticipated by the Declarant that in connection with the Declarant's application to the appropriate governmental authorities for draft plan of condominium approval certain requirements may be imposed upon the Declarant by various governmental authorities. These requirements (the "Requirements") usually relate to warning provisions to be given to Purchasers in connection with environmental or other concerns (such as warnings relating to noise levels, the proximity of the Condominium to major street, hydro transmission lines, garbage storage and pickup, school transportation, and similar matters). Accordingly, the Purchaser covenants and agrees that (1) on either the Closing Date or Unit Transfer Date, (as set out in the Agreement of Purchase and Sale executed by the Purchaser) as determined by the Declarant, the Purchaser shall execute any and all documents required by the Declarant acknowledging, *inter alia*, that the Purchaser is aware of the Requirements, and (2) if the Declarant is required to incorporate the Requirements into the final Condominium Documents the Purchaser shall accept the same, without in any way affecting this transaction.
2. The Purchaser is hereby advised that the Declarant's builder's risk and/or comprehensive liability insurance (effective prior to the registration of the Condominium), and the Condominium's master insurance policy (effective from and after the registration of the Condominium) will only cover the common elements and the standard unit and will not cover any betterments or improvements made to the standard unit, nor any furnishings or personal belongings of the Purchaser or other residents of the Unit, and accordingly the Purchaser should arrange for his or her own insurance coverage with respect to same, effective from and after the Closing Date, all at the Purchaser's sole cost and expense.
3. The Purchaser acknowledges and agrees that the Declarant (and any of its authorized agents, representatives and/or contractors), as well as one or more authorized representatives of the Condominium, shall be permitted to enter the Unit after Closing, from time to time, in order to enable the Declarant to correct outstanding deficiencies or incomplete work for which the Declarant is responsible, and to enable the Condominium to inspect the condition or state of repair of the Unit and undertake or complete any requisite repairs thereto (which the owner of the Unit has failed to do) in accordance with the Act.
4. The Purchaser acknowledges being advised of the following notices:
 - (i) Prospective purchasers are advised that pupils may be accommodated in temporary facilities and/or be directed to schools outside of the area;
 - (ii) Purchasers are advised that sufficient accommodation may not be available for students residing in this area and that you are notified that students may be accommodated in temporary facilities and/or bussed to existing facilities outside the area. The local District School Board may designate pick up points for the children to meet the bus on roads presently in existence or other pick up areas convenient to the Board.
 - (iii) This dwelling unit has been fitted with a forced air heating system and air conditioning. Air conditioning will allow window and exterior doors to remain closed, thereby ensuring that indoor sound levels are within the Municipality's and the Ministry of the Environment's noise criteria.
5. Without limiting the generality of the preceding subparagraph, the Purchaser is hereby advised that:
 - (i) noise levels caused by the Condominium's emergency generator, bank of elevators, garbage chutes, mechanical equipment, chiller/cooling tower, move-in bays and ancillary moving facilities and areas, and by the Condominium's indoor recreation facilities, may occasionally cause noise and inconvenience to the residential occupants; and
 - (ii) as and when other residential units in the Condominium are being completed and/or moved into, excessive levels of noise, vibration, dust and/or debris are possible, and same may accordingly temporarily cause noise and inconvenience to the residential occupants.
6. The Purchaser specifically acknowledges and agrees that the Condominium will be developed in accordance with any requirements that may be imposed from time to time by any Governmental Authorities and the proximity of the Lands to Park Street, Allen Street and King Street, and proposed Grand River Transit light rail operations may result in noise, vibration, electromagnetic interference, and stray current transmissions ("Interferences") to the Property and despite the inclusion of control features within the Condominium. Interferences from transit operations may continue to be of concern, occasionally interfering with some activities of the dwelling occupants in the Condominium. Purchasers are advised that Regional Municipality of Waterloo proposes to construct light rail operations along King Street and/or Caroline Street in the future.
7. It is further acknowledged that one or more of the Development Agreements may require the Declarant to provide the Purchaser with certain notices, including without limitation, notices regarding such matters as land use, the maintenance of retaining walls, landscaping features and/or fencing, noise abatement features, garbage storage and pick-up, school transportation, and noise/vibration levels from adjacent roadways and/or nearby railway lines or airports. The Purchaser agrees to be bound by the contents of any such notice(s), whether given to the Purchaser at the time that this Agreement has been entered into, or at any time thereafter up to the Title Transfer Date, and the Purchaser further covenants and agrees to execute, forthwith upon the Declarant's request, an express acknowledgment confirming the Purchaser's receipt of such notice(s) in accordance with (and in full compliance of) such provisions of the Development Agreement(s), if and when required to do so by the Declarant.
8. The Purchaser acknowledges that the Declarant reserves the right to increase or decrease the final number of residential, parking, locker, and/or other ancillary units intended to be created within the Condominium, as well as the right to alter the design, style, size and/or configuration of the residential units ultimately comprised within the Condominium which have not yet been sold by the Declarant to any unit purchaser(s), all in the Declarant's sole discretion, and the Purchaser expressly acknowledges and agrees to the foregoing, provided that the final budget for the first year following registration of the Condominium is prepared in such a manner so that any such variance in the residential/parking/locker and/or other ancillary unit count will not affect, in any material or substantial way, the percentages of common expenses and common interests allocated and attributable to the residential, parking and/or

locker units sold by the Declarant to the Purchaser. Without limiting the generality of the foregoing, the Purchaser further acknowledges and agrees that one or more residential units situate adjacent to one another may be combined or amalgamated prior to the registration of the Condominium, in which case the common expenses and common interests attributable to such proposed former units will be incorporated into one figure or percentage in respect of the final combined unit, and the overall residential unit count of the Condominium will be varied and adjusted accordingly. None of the foregoing changes or revisions (if implemented) shall in any way be considered or construed as a material change to the disclosure statement prepared and delivered by the Declarant to the Purchaser in connection with this transaction.

9. The Purchaser hereby acknowledges and agrees that the Declarant cannot guarantee (and will not be responsible for) the arrangement of a suitable move-in time for purposes of accommodating the Purchaser's occupancy of the residential unit on the Closing Date, (or any acceleration or extension thereof as hereinbefore provided), and that the Purchaser shall be solely responsible for directly contacting the Declarant's customer service office in order to make suitable booking arrangements with respect to the Condominium's service elevator, if applicable (with such booking being allotted on a "first come, first served" basis), and under no circumstances shall the Purchaser be entitled to any claim, refund, credit, reduction/abatement or set-off whatsoever against any portion of the Purchase Price, or against any portion of the common expenses or other adjustments with respect thereto (nor with respect to any portion of the monthly occupancy fees so paid or payable, if applicable) as a result of the service elevator not being available to accommodate the Purchaser moving into the Condominium on (or within any period of time after) or the Closing Date, (or any acceleration or extension thereof, as aforesaid).
10. The Declarant/Vendor shall have the right to substitute any level in the Condominium with an alternative floor plate containing a modified design of units and/or number of units on the level. In the event that such modification becomes necessary, there shall be a reallocation of each owner's proportionate percentage and the Budget shall be modified accordingly. The Purchaser acknowledges that none of the foregoing changes or revisions (if implemented) shall in any way be considered or construed as a material change to the disclosure statement prepared and delivered by the Declarant to the Purchaser in connection with this transaction.
11. Purchasers of Residential Units located on Levels 1, 4 and 5 of the Condominium acknowledge being advised that it is the Declarant's current intention to incorporate the Condominium's amenity space and Parking Facility within or adjacent to this level, and accordingly, Purchasers are advised that typical noise associated with the use of the amenity space and Parking Facility may occasionally interfere with some activities within the Unit. Purchasers acknowledge that they have reviewed the draft condominium plan provided to them within the Disclosure Book and, in consideration of both their location on a particular level and their location in relation to the amenities and parking facility are satisfied with respect to their proximity to same.
12. Purchasers of Residential Units located on Level 1 of the Condominium acknowledge being advised that it is the Declarant's current intention to incorporate the Condominium's parking facility and amenity space, and to locate certain mechanical facilities, loading area and refuse holding room within areas adjacent to said Units, and accordingly, Purchasers are advised that typical noise associated with the use of foregoing may occasionally interfere with some activities within the Unit. Purchasers acknowledge that they have reviewed the draft condominium plan provided to them within the Disclosure Book and, in consideration of both their location on a particular level and their location adjacent to the parking facility, amenities, mechanical facilities, loading area and refuse holding room, are satisfied with respect to their proximity to same.
13. Purchasers of Residential Units 1 to 9 on Level 1 are advised that they may be required to bring their refuse from their respective units to the refuse holding room in Level 1 of the Condominium.
14. Purchasers are advised that the Condominium is located in proximity to the Trans-Canada Trail.
15. Purchasers are notified that the Property is located in proximity to businesses and restaurants, including the Brick Brewery, which may produce odours that may be noticed by occupants of the Property from time to time.
16. Purchasers are advised that the Declarant's marketing material and site drawings and renderings ("Marketing Material") which they may have reviewed prior to the execution of this Agreement remains conceptual and that final building plans are subject to the final review and approval of any applicable governmental authority and the Declarant's design consultants and engineers, and accordingly such Marketing Material does not form part of this Agreement or the Vendor's obligations hereunder.

SCHEDULE "E" TO AGREEMENT OF PURCHASE AND SALE

THE UNDERSIGNED being the Purchaser of the Unit hereby acknowledges having received from the Vendor with respect to the purchase of the Unit the following document on the date noted below:

- 1. A Disclosure Statement dated April 27th, 2009, and accompanying documents in accordance with Section 72 of the Act.
- 2. A copy of the Agreement of Purchase and Sale (to which this acknowledgment is attached as a Schedule) executed by the Vendor and the Purchaser.

The Purchaser hereby acknowledges that the Condominium Documents required by the Act have not been registered by the Vendor, and agrees that the Vendor may, from time to time, make any modification to the Condominium Documents in accordance with its own requirements and the requirements of any mortgagee, governmental authority, examiner of Legal Surveys, the Land Registry Office or any other competent authority having jurisdiction to permit registration thereof.


The Purchaser further acknowledges and agrees that in the event there is a material change to the Disclosure Statement as defined in subsection 74(2) of the Act, the Purchaser's only remedy shall be as set forth in subsection 74(6) of the Act, notwithstanding any rule of law or equity to the contrary.

The Purchaser further acknowledges having been advised that the Purchaser shall be entitled to rescind or terminate the Agreement to which this Schedule is attached and obtain a refund of all deposit monies paid thereunder (together with all interest accrued thereon at the rate prescribed by the Act, if applicable), provided written notice of the Purchaser's desire to so rescind or terminate the Agreement is delivered to the Vendor or the Vendor's Solicitors within 10 days after the date set out below.

DATED at _____, this _____ day of _____, 200__.

WITNESS:

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)
)
)
)


Purchaser

Purchaser

M:\0430217\Master\Agreement of Purchase and Sale (May 20 09).DOC



Condominium Form
(Tentative Occupancy Date)

Property 144 Park - Uptown Waterloo
Waterloo, Ontario

Statement Of Critical Dates
Delayed Occupancy Warranty

This Statement of Critical Dates forms part of the Addendum to which it is attached, which in turn forms part of the agreement of purchase and sale between the Vendor and the Purchaser relating to the Property. The Vendor must complete all blanks set out below.
NOTE TO HOME BUYERS: Please visit Tarion's website: www.tarion.com for important information about all Tarion's warranties including the Delayed Occupancy Warranty, the Pre-Delivery Inspection and other matters of interest to new home buyers. You can also obtain a copy of the Homeowner Information Package which is strongly recommended as essential reading for all home buyers. The website features a calculator which will assist you in confirming the various Critical Dates related to the occupancy of your condominium unit.

VENDOR 144 Park Ltd.
Full Name(s)
PURCHASER WILLIAM SEEGMILLER,
Full Name(s)

1. Critical Dates

The First Tentative Occupancy Date, which is the date that the Vendor anticipates the condominium home will be completed and ready to move in, is: the 30 day of April, 20 12.

The Vendor can delay Occupancy on one or more occasions by setting a subsequent Tentative Occupancy Date, in accordance with section 3 of the Addendum by giving proper written notice as set out in section 3.

By no later than 30 days after completion of the roof slab or of the roof trusses and sheathing, as the case may be, with 90 days prior written notice, the Vendor shall set either (i) a Final Tentative Occupancy Date, or (ii) a Firm Occupancy Date.

If the Vendor sets a Final Tentative Occupancy Date but cannot provide Occupancy by the Final Tentative Occupancy Date, then the Vendor shall set a Firm Occupancy Date that is no later than 120 days after the Final Tentative Occupancy Date, with proper written notice as set out in section 3 below.

If the Vendor cannot provide Occupancy by the Firm Occupancy Date, then the Purchaser is entitled to delayed occupancy compensation (see section 9 of the Addendum) and the Vendor must set a Delayed Occupancy Date which cannot be later than the Outside Occupancy Date.

The Outside Occupancy Date, which is the latest date by which the Vendor agrees to provide Occupancy, is: the 31 day of October, 20 13.

2. Notice Period for an Occupancy Delay

Changing an Occupancy date requires proper written notice. The Vendor, without the Purchaser's consent, may delay occupancy one or more times in accordance with section 3 of the Addendum and no later than the Outside Occupancy Date.

Notice of a delay beyond the First Tentative Occupancy Date must be given no later than: the 31 day of January, 20 12, (i.e., 90 days before the First Tentative Occupancy Date), or else the First Tentative Occupancy Date automatically becomes the Firm Occupancy Date.

3. Purchaser's Termination Period

If the condominium home is not complete by the Outside Occupancy Date, and the Vendor and the Purchaser have not otherwise agreed, then the Purchaser can terminate the transaction during a period of 30 days thereafter (the "Purchaser's Termination Period"), which period could end as late as: the 30 day of November, 20 13.

If the Purchaser terminates the transaction during the Purchaser's Termination Period, then the Purchaser is entitled to delayed occupancy compensation and to a full refund of all monies paid plus interest (see sections 9, 11 and 12 of the Addendum).

Note: Anytime a Critical Date is set or changed as permitted in the Addendum, other Critical Dates may change as well. At any given time the parties must refer to the most recent agreement or written notice that sets a Critical Date, and calculate revised Critical Dates using the formulas contained in the Addendum. Critical Dates can also change if there are unavoidable delays (see section 7 of the Addendum).

Acknowledged this 28th day of May, 20 09.
VENDOR: [Signature]
PURCHASER: [Signature]

Addendum to Agreement of Purchase and Sale Delayed Occupancy Warranty

This addendum, including the accompanying Statement of Critical Dates (the "Addendum"), forms part of the agreement of purchase and sale (the "Purchase Agreement") between the Vendor and the Purchaser relating to the Property. It contains important provisions that are part of the delayed occupancy warranty provided by the Vendor in accordance with the Ontario New Home Warranties Plan Act (the "Act"). If there are any differences between the provisions in the Addendum and the Purchase Agreement, then the Addendum provisions shall prevail. **PRIOR TO SIGNING THE PURCHASE AGREEMENT OR ANY AMENDMENT TO IT, THE PURCHASER SHOULD SEEK ADVICE FROM A LAWYER WITH RESPECT TO THE PURCHASE AGREEMENT OR AMENDING AGREEMENT, THE ADDENDUM AND THE DELAYED OCCUPANCY WARRANTY.**

The Vendor shall complete all blanks set out below.

VENDOR			
144 Park Ltd. <small>Full Name(s)</small>			
39278 <small>Tarion Registration Number</small>	8791 Woodbine Avenue, Suite 100 <small>Address</small>		
905-944-0807 <small>Phone</small>	Markham <small>City</small>	Ontario <small>Province</small>	L3R 0P4 <small>Postal Code</small>
905-944-0916 <small>Fax</small>	jbolton@medycorp.com <small>Email</small>		
PURCHASER			
WILLIAM SEEBMILLER <small>Full Name(s)</small>			
5 HELL STREET <small>Address</small>			
	KITCHENER <small>City</small>	ON <small>Province</small>	N2G 3X4 <small>Postal Code</small>
PROPERTY DESCRIPTION			
21 Allen Street West (current) - 144 Park Street (proposed) <small>Municipal Address</small>			
Waterloo <small>City</small>	Ontario <small>Province</small>	N2L 1C7 <small>Postal Code</small>	
Lots 1-6, Inclusive, on Plan 188, save and except Parts 1 and 2 on 66R-10656; Waterloo being all of PIN No. 22417-D127 (L.T) <small>Short Legal Description</small>			
INFORMATION REGARDING THE PROPERTY			
The Vendor confirms that:			
(a) The Vendor has obtained Formal Zoning Approval for the Building.		<input type="radio"/> Yes	<input checked="" type="radio"/> No
If no, the Vendor shall give written notice to the Purchaser within 10 days after the date that Formal Zoning Approval for the Building is obtained.			
(b) Commencement of Construction: <input type="radio"/> has occurred; or <input checked="" type="radio"/> is expected to occur by the 30th day of April, 2010.		The Vendor shall give written notice to the Purchaser within 10 days after the actual date of Commencement of Construction.	

1. Definitions

- "Building" means the condominium building or buildings contemplated by the Purchase Agreement, in which the Property is located or is proposed to be located.
- "Business Day" means any day other than: Saturday; Sunday; New Year's Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day; and any special holiday proclaimed by the Governor General or the Lieutenant Governor, and where New Year's Day; Canada Day or Remembrance Day falls on a Saturday or Sunday, the following Monday is not a Business Day, and where Christmas Day falls on a Saturday or Sunday, the following Monday and Tuesday are not Business Days; and where Christmas Day falls on a Friday, the following Monday is not a Business Day.
- "Commencement of Construction" means the commencement of construction of foundation components or elements (such as footings, refts or piles) for the Building.
- "Critical Dates" means the First Tentative Occupancy Date, any subsequent Tentative Occupancy Date, the Final Tentative Occupancy Date, the Firm Occupancy Date, the Delayed Occupancy Date, the Outside Occupancy Date and the last day of the Purchaser's Termination Period.
- "Delayed Occupancy Date" means the date, set in accordance with section 6, on which the Vendor agrees to provide Occupancy, in the event the Vendor cannot provide Occupancy on the Firm Occupancy Date.
- "Early Termination Conditions" means the types of conditions listed in Schedule A.
- "Firm Occupancy Date" means the firm date on which the Vendor agrees to provide Occupancy as set in accordance with this Addendum.
- "First Tentative Occupancy Date" means the date on which the Vendor, at the time of signing the Purchase Agreement, anticipates that the condominium home will be complete and ready for Occupancy, as set out in the Statement of Critical Dates.
- "Final Tentative Occupancy Date" means the last Tentative Occupancy Date that may be set, in accordance with paragraph 3(d).
- "Formal Zoning Approval" occurs when the zoning by-law required in order to construct the Building has been approved by all relevant governmental authorities having jurisdiction, and the period for appealing the approvals has elapsed and/or any appeals have been dismissed or the approval affirmed.
- "Occupancy" means the right to use or occupy a proposed or registered condominium home in accordance with the Purchase Agreement.
- "Outside Occupancy Date" means the latest date that the Vendor agrees, at the time of signing the Purchase Agreement, to provide Occupancy to the Purchaser, as set out in the Statement of Critical Dates.
- "Property" or "condominium home" means the condominium dwelling unit being acquired by the Purchaser from the Vendor, and its appurtenant interest in the common elements.
- "Purchaser's Termination Period" means the 30-day period during which the Purchaser may terminate the Purchase Agreement for delay, in accordance with paragraph 11(b).
- "Statement of Critical Dates" means the Statement of Critical Dates attached to or accompanying this Addendum (in form to be determined by the Tarion Registrar from time to time). The Statement of Critical Dates must be signed by both the Vendor and Purchaser.
- "Tentative Occupancy Date" has the meaning given to it in paragraph 3(c).
- "The Act" means the Ontario New Home Warranties Plan Act including regulations, as amended from time to time.
- "Unavoidable Delay" means an event which delays Occupancy which is a strike, fire, explosion, flood, act of God, civil insurrection, act of war, act of terrorism or pandemic, plus any period of delay directly caused by the event, which are beyond the reasonable control of the Vendor and are not caused or contributed to by the fault of the Vendor.
- "Unavoidable Delay Period" means the number of days between the Purchaser's receipt of written notice of the commencement of the Unavoidable Delay, as required by paragraph 7(b), and the date on which the Unavoidable Delay concludes.

2. Early Termination Conditions

- (a) The Vendor and Purchaser may include conditions in the Purchase Agreement that, if not satisfied, give rise to early termination of the Purchase Agreement, but only in the limited way described in this section.
 - (b) The Vendor is not permitted to include any conditions in the Purchase Agreement other than: the types of Early Termination Conditions listed in Schedule A; and/or the conditions referred to in paragraphs 2(h), (i) and (j) below. Any other condition included in a Purchase Agreement for the benefit of the Vendor that is not expressly permitted under Schedule A or paragraphs 2(h) or (i) is deemed null and void and is not enforceable by the Vendor, but does not affect the validity of the balance of the Purchase Agreement.
 - (c) The Vendor confirms that:
 - (i) This Purchase Agreement is subject to Early Termination Conditions that, if not satisfied (or waived, if applicable), will result in the automatic termination of the Purchase Agreement. ☑ Yes ○ No
 - (ii) If yes, the Early Termination Conditions are as follows. The obligation of each of the Purchaser and Vendor to complete this purchase and sale transaction is subject to satisfaction (or waiver, if applicable) of the following conditions:
- Condition #1 (if applicable)
 Description of the Early Termination Condition: see appendix
- The Approving Authority (as that term is defined in Schedule A) is: see appendix
- The date by which Condition #1 is to be satisfied is the see appendix day of _____, 20____.
- Condition #2 (if applicable)
 Description of the Early Termination Condition: see appendix
- The Approving Authority (as that term is defined in Schedule A) is: see appendix
- The date by which Condition #2 is to be satisfied is the _____ day of _____, 20____.
- The date for satisfaction of any Early Termination Condition cannot be later than 90 days before the First Tentative Occupancy Date, and will be deemed to be 90 days before the First Tentative Occupancy Date if no date is specified or if the date specified is later than 90 days before the First Tentative Occupancy Date. This time limitation does not apply to the condition in subparagraph 1(b)(iv) of Schedule A which must be satisfied or waived by the Vendor within 60 days following signing of the Purchase Agreement.
- Note: The parties must add additional pages as an appendix to this Addendum if there are additional Early Termination Conditions.*
- (d) There are no Early Termination Conditions applicable to this Purchase Agreement other than those identified in subparagraph 2(c)(ii) and any appendix listing additional Early Termination Conditions.
 - (e) The Vendor agrees to take all commercially reasonable steps within its power to satisfy the Early Termination Conditions listed in subparagraph 2(c)(ii).
 - (f) For conditions under paragraph 1(a) of Schedule A the following applies:
 - (i) conditions in paragraph 1(a) of Schedule A may not be waived by either party;

2. Early Termination Consequences (continued)

- (i) the Vendor shall provide written notice not later than five (5) Business Days after the date specified for satisfaction of a condition that: (A) the condition has been satisfied; or (B) the condition has not been satisfied (together with reasonable details and backup materials) and that as a result the Purchase Agreement is terminated; and
- (ii) If notice is not provided as required by subparagraph (i) above then the condition is deemed not satisfied and the Purchase Agreement is terminated.
- (c) For conditions under paragraph 1(b) of Schedule A the following applies:
 - (i) conditions in paragraph 1(b) of Schedule A may be waived by the Vendor;
 - (ii) the Vendor shall provide written notice on or before the date specified for satisfaction of the condition that: (A) the condition has been satisfied or waived; or (B) the condition has not been satisfied nor waived, and that as a result the Purchase Agreement is terminated; and
 - (iii) if notice is not provided as required by subparagraph (ii) above then the condition is deemed satisfied or waived and the Purchase Agreement will continue to be binding on both parties.
- (h) The Purchase Agreement may be conditional until closing (transfer to the Purchaser of the title to the condominium home) upon compliance with the subdivision control provisions (section 50) of the *Planning Act* (Ontario) by virtue of registration of the Building under the *Condominium Act* (Ontario), which compliance shall be obtained by the Vendor at its sole expense, on or before closing.
- (i) The Purchaser is cautioned that there may be other conditions in the Purchase Agreement that allow the Vendor to terminate the Purchase Agreement due to the fault of the Purchaser.
- (j) The Purchase Agreement may include any condition that is for the sole benefit of the Purchaser and that is agreed to by the Vendor (i.e., the sale of an existing dwelling, Purchaser financing or a basement walkout). The Purchase Agreement may specify that the Purchaser has a right to terminate the Purchase Agreement if any such condition is not met, and may set out the terms on which termination by the Purchaser may be effected.

3. Setting Tentative Occupancy Dates and the Firm Occupancy Date

- (a) **Completing Construction Without Delay:** The Vendor shall take all reasonable steps to complete construction of the Building subject to all prescribed requirements, to provide Occupancy of the condominium home without delay, and to register without delay the declaration and description in respect of the Building.
- (b) **First Tentative Occupancy Date:** The Vendor shall identify this First Tentative Occupancy Date in the Statement of Critical Dates attached to this Addendum at the time the Purchase Agreement is signed.
- (c) **Subsequent Tentative Occupancy Dates:** The Vendor may, in accordance with this section, extend the First Tentative Occupancy Date on one or more occasions, by setting a subsequent Tentative Occupancy Date. The Vendor shall give written notice of any subsequent Tentative Occupancy Date to the Purchaser no later than 90 days before the existing Tentative Occupancy Date (which in this Addendum may include the First Tentative Occupancy Date), or else the existing Tentative Occupancy Date shall for all purposes be the Firm Occupancy Date. A subsequent Tentative Occupancy Date can be any Business Day on or before the Outside Occupancy Date.
- (d) **Final Tentative Occupancy Date:** By no later than 30 days after completion of the roof slab or of the roof trusses and sheathing of the Building, as the case may be, the Vendor shall by written notice to the Purchaser set either (i) a Final Tentative Occupancy Date or (ii) a Firm Occupancy Date. If the Vendor does not do so, the existing Tentative Occupancy Date shall for all purposes be the Firm Occupancy Date. The Vendor shall give written notice of the Final Tentative Occupancy Date or Firm Occupancy Date, as the case may be, to the Purchaser no later than 90 days before the existing Tentative Occupancy Date, or else the existing Tentative Occupancy Date shall for all purposes be the Firm Occupancy Date. The Final Tentative Occupancy Date or Firm Occupancy Date, as the case may be, can be any Business Day on or before the Outside Occupancy Date.
- (e) **Firm Occupancy Date:** If the Vendor has set a Final Tentative Occupancy Date but cannot provide Occupancy by the Final Tentative Occupancy Date then the Vendor shall set a Firm Occupancy Date that is no later than 120 days after the Final Tentative Occupancy Date. The Vendor shall give written notice of the Firm Occupancy Date to the Purchaser no later than 90 days before the Final Tentative Occupancy Date, or else the Final Tentative Occupancy Date shall for all purposes be the Firm Occupancy Date. The Firm Occupancy Date can be any Business Day on or before the Outside Occupancy Date.
- (f) **Notice:** Any notice given by the Vendor under paragraph (c), (d) or (e) must set out the revised Critical Date, as applicable, and state that the setting of such date may change other future Critical Dates, as applicable, in accordance with the terms of the Addendum.

4. Changing the Firm Occupancy Date – Three Ways

- (a) The Firm Occupancy Date, once set or deemed to be set in accordance with section 3, can be changed only:
 - (i) by the mutual written agreement of the Vendor and Purchaser in accordance with section 5;
 - (ii) by the Vendor setting a Delayed Occupancy Date in accordance with section 6; or
 - (iii) as the result of an Unavoidable Delay of which proper written notice is given in accordance with section 7.
- (b) If a new Firm Occupancy Date is set in accordance with section 5 or 7, then the new date is the "Firm Occupancy Date" for all purposes in this Addendum.

5. Changing Critical Dates – By Mutual Agreement

- (a) This Addendum sets out a structure for setting, extending and/or accelerating Occupancy dates, which cannot be altered contractually except as set out in this section 5 and in paragraph 7(c). For greater certainty, this Addendum does not restrict any extensions of the closing date (i.e., title transfer date) where Occupancy of the condominium home has already been given to the Purchaser.
- (b) The Vendor and Purchaser may at any time, after signing the Purchase Agreement, mutually agree in writing to accelerate or extend a Firm Occupancy Date or a Delayed Occupancy Date in each case to a new specified extendor date. The amendment must comply with the requirements of section 10.
- (c) The Vendor and Purchaser may at any time after signing the Purchase Agreement mutually agree in writing to accelerate the First Tentative Occupancy Date and correspondingly reset all the Critical Dates provided that:
 - (i) the mutual amendment is signed at least 180 days prior to the First Tentative Occupancy Date;
 - (ii) all the Critical Dates including the Outside Occupancy Date are moved forward by the same number of days (subject to adjustment so that Critical Dates fall on Business Days);
 - (iii) a new Statement of Critical Dates is signed by both parties at the time the amendment is signed and a copy is provided to the Purchaser; and
 - (iv) the Purchaser is given a three (3) Business Day period in which to review the amendment after signing and if not satisfied with the amendment may terminate the amendment (but not the balance of the Purchase Agreement), upon written notice to the Vendor within such 3-day period.
 Any such amendment must be by mutual agreement and, for greater certainty, neither party has any obligation to enter into such an amendment.
- (d) A Vendor is permitted to include a provision in the Purchase Agreement allowing the Vendor a one-time unilateral right to extend a Firm Occupancy Date or Delayed Occupancy Date, as the case may be, for one (1) Business Day to avoid the necessity of tender where a Purchaser is not ready to complete the transaction on the Firm Occupancy Date or Delayed Occupancy Date, as the case may be. Delayed occupancy compensation will not be payable for such period and the Vendor may not impose any penalty or interest charge upon the Purchaser with respect to such extension.
- (e) The Vendor and Purchaser may agree in the Purchase Agreement to any unilateral extension or acceleration rights that are for the benefit of the Purchaser.

6. Changing the Firm Occupancy Date – By Setting a Delayed Occupancy Date

- (a) If the Vendor cannot provide Occupancy on the Firm Occupancy Date and sections 5 and 7 do not apply, the Vendor shall select and give written notice to the Purchaser of a Delayed Occupancy Date in accordance with this section, and delayed occupancy compensation is payable in accordance with section 9.

6. Changing the Firm Occupancy Date – By Setting a Delayed Occupancy Date (continued)

- (b) The Delayed Occupancy Date may be any Business Day after the date the Purchaser receives written notice of the Delayed Occupancy Date but not later than the Outside Occupancy Date.
- (c) The Vendor shall give written notice to the Purchaser of the Delayed Occupancy Date as soon as the Vendor knows that it will be unable to provide Occupancy on the Firm Occupancy Date, and in any event no later than 10 days before the Firm Occupancy Date, failing which delayed occupancy compensation is payable from the date that is 10 days before the Firm Occupancy Date, in accordance with paragraph 9(c).
- (d) If a Delayed Occupancy Date is set and the Vendor cannot provide Occupancy on the Delayed Occupancy Date, the Vendor shall select and give written notice to the Purchaser of a new Delayed Occupancy Date, unless the delay arises due to Unavoidable Delay under section 7 or is mutually agreed upon under section 5, in which case the requirements of those sections must be met. Paragraphs 6(b) and 6(c) above apply with respect to the setting of the new Delayed Occupancy Date.
- (e) Nothing in this section affects the right of the Purchaser or Vendor to terminate the Purchase Agreement on the bases set out in section 11.

7. Extending Dates – Due to Unavoidable Delay

- (a) If Unavoidable Delay occurs, the Vendor may extend Critical Dates by no more than the length of the Unavoidable Delay Period, without the approval of the Purchaser and without the requirement to pay delayed occupancy compensation in connection with the Unavoidable Delay, provided the requirements of this section are met.
- (b) If the Vendor wishes to extend Critical Dates on account of Unavoidable Delay, the Vendor shall provide written notice to the Purchaser setting out a brief description of the Unavoidable Delay, and an estimate of the duration of the delay. Once the Vendor knows or ought reasonably to know that an Unavoidable Delay has commenced, the Vendor shall provide written notice to the Purchaser by the earlier of 10 days thereafter, and the next Critical Date.
- (c) As soon as reasonably possible, and no later than 10 days after the Vendor knows or ought reasonably to know that an Unavoidable Delay has concluded, the Vendor shall provide written notice to the Purchaser setting out a brief description of the Unavoidable Delay, identifying the date of its conclusion, and setting new Critical Dates. The new Critical Dates are calculated by adding to the then next Critical Date the number of days of the Unavoidable Delay Period (the other Critical Dates changing accordingly), provided that the Firm Occupancy Date or Delayed Occupancy Date, as the case may be, must be at least 10 days after the day of giving notice unless the parties agree otherwise. Either the Vendor or the Purchaser may request in writing an earlier Firm Occupancy Date or Delayed Occupancy Date, and the other party's consent to the earlier date shall not be unreasonably withheld.
- (d) If the Vendor fails to give written notice of the conclusion of the Unavoidable Delay in the manner required by paragraph 7(c), the notice is ineffective, the existing Critical Dates are unchanged, and any delayed occupancy compensation payable under section 9 is payable from the existing Firm Occupancy Date.
- (e) Any notice setting new Critical Dates given by the Vendor under this section must set out the revised next Critical Date and state that the setting of each date may change other future Critical Dates, as applicable, in accordance with the terms of the Addendum.

8. Building Code – Conditions of Occupancy

- (a) On or before the date of Occupancy, the Vendor shall deliver to the Purchaser:
- where a registered code agency has been appointed for the building or part of the building under the *Building Code Act* (Ontario), a final certificate with respect to the condominium home that contains the prescribed information as required by s. 11(3) of the *Building Code Act*; or
 - where a registered code agency has not been so appointed, either:
 - an Occupancy Permit (as defined in paragraph (d)) for the condominium home; or
 - a signed written confirmation by the Vendor that (i) provisioned or temporary occupancy of the condominium home has been authorized under Article 1.3.3.1 of Division C of the *Building Code*; or (ii) the conditions for residential occupancy of the condominium home as set out in s. 11 of the *Building Code Act* or Article 1.3.3.2 of Division C of the *Building Code*, as the case may be (the "Conditions of Occupancy") have been fulfilled.
- (b) Notwithstanding the requirements of paragraph (a), to the extent that the Purchaser and the Vendor agree that the Purchaser shall be responsible for certain Conditions of Occupancy (the "Purchaser Obligations"):
- the Purchaser may not refuse to take Occupancy on the basis that the Purchaser Obligations have not been completed;
 - the Vendor shall deliver to the Purchaser, upon fulfilling the Conditions of Occupancy (other than the Purchaser Obligations), a signed written confirmation that the Vendor has fulfilled such Conditions of Occupancy; and
 - if the Purchaser and Vendor have agreed that the Conditions of Occupancy (other than the Purchaser Obligations) are to be fulfilled prior to Occupancy, then the Vendor shall provide the signed written confirmation required by subparagraph (i) on or before the date of Occupancy.
- (c) If the Vendor cannot satisfy the requirements of paragraph (a) or subparagraph (b)(ii), then the Vendor shall set a Delayed Occupancy Date (or new Delayed Occupancy Date) on a date that the Vendor reasonably expects to have satisfied the requirements of paragraph (a) or subparagraph (b)(iii), as the case may be. In setting the Delayed Occupancy Date (or new Delayed Occupancy Date), the Vendor shall comply with the requirements of section 6, and delayed occupancy compensation shall be payable in accordance with section 9. Despite the foregoing, delayed occupancy compensation shall not be payable for a delay under this paragraph (c) if the inability to satisfy the requirements of subparagraph (b)(iii) is because the Purchaser has failed to satisfy the Purchaser Obligations.
- (d) For the purposes of this section, an "Occupancy Permit" means any written document, however styled, whether final, provisional or temporary, provided by the chief building official (as defined in the *Building Code Act*) or a person designated by the chief building official, that evidences the fact that authority to occupy the condominium home has been granted.

9. Delayed Occupancy Compensation

- (a) The Vendor warrants to the Purchaser that, if Occupancy is delayed beyond the Firm Occupancy Date (other than by mutual agreement or as a result of Unavoidable Delay as permitted under sections 5 or 7), then the Vendor shall compensate the Purchaser for all costs incurred by the Purchaser as a result of the delay up to a total amount of \$7,500, which amount includes payment to the Purchaser of \$150 a day for living expenses for each day of delay until the date of Occupancy or the date of termination of the Purchase Agreement, as applicable under paragraph (b).
- (b) Delayed occupancy compensation is payable only if: (i) Occupancy occurs; or (ii) the Purchase Agreement is terminated or deemed to have been terminated under paragraphs 11(b), (c) or (e) of this Addendum. Delayed occupancy compensation is payable only if the Purchaser's claim is made to Tarion in writing within one (1) year after Occupancy, or after termination of the Purchase Agreement, as the case may be, and otherwise in accordance with this Addendum. Compensation claims are subject to any further conditions set out in the Act.
- (c) If the Vendor gives written notice of a Delayed Occupancy Date to the Purchaser less than 10 days before the Firm Occupancy Date, contrary to the requirements of paragraph 6(c), then delayed occupancy compensation is payable from the date that is 10 days before the Firm Occupancy Date.
- (d) Living expenses are direct living costs such as for accommodation and meals. Receipts are not required in support of a claim for living expenses, as a set daily amount of \$150 per day is payable. The Purchaser must provide receipts in support of any claim for other delayed occupancy compensation, such as for moving and storage costs. Submission of false receipts disentitles the Purchaser to any delayed occupancy compensation in connection with a claim.
- (e) If delayed occupancy compensation is payable, the Purchaser may make a claim to the Vendor for that compensation within 180 days after Occupancy and shall include all receipts (apart from living expenses) which evidence any part of the Purchaser's claim. The Vendor shall assess the Purchaser's claim by determining the amount of delayed occupancy compensation payable based on the rules set out in section 9 and the receipts provided by the Purchaser, and the Vendor shall promptly provide that assessment information to the Purchaser. The Purchaser and the Vendor shall use reasonable efforts to settle the claim and when the claim is settled, the Vendor shall prepare an acknowledgment signed by both parties which:
- includes the Vendor's assessment of the delayed occupancy compensation payable;

9. Delayed Occupancy Compensation (continued)

- (ii) describes in reasonable detail the cash amount, goods, services, or other consideration which the Purchaser accepts as compensation (the "Compensation"), if any; and
 - (iii) contains a statement by the Purchaser that the Purchaser accepts the Compensation in full satisfaction of any delayed occupancy compensation payable by the Vendor.
- A true copy of the acknowledgement (showing clearly the municipal address and enforcement number of the condominium home on the first page) shall be provided to Tarion by the Vendor within 30 days after execution of the acknowledgement by the parties.
- (f) If the Vendor and Purchaser cannot agree as contemplated in paragraph 9(e), then to make a claim to Tarion the Purchaser must file a claim with Tarion in writing within one (1) year after Occupancy. A claim may also be made and the same rules apply if the sales transaction is terminated under paragraphs 11(b), (c) or (e) in which case, the deadline is 180 days after termination for a claim to the Vendor and one (1) year after termination for a claim to Tarion.

10. Changes to Critical Dates

- (a) Whenever the parties by mutual agreement extend or accelerate either the Firm Occupancy Date or the Delayed Occupancy Date this section applies.
- (b) If the change involves acceleration of either the Firm Occupancy Date or the Delayed Occupancy Date, then the amending agreement must set out each of the Critical Dates (as changed or confirmed).
- (c) If the change involves extending either the Firm Occupancy Date or the Delayed Occupancy Date, then the amending agreement shall:
 - (i) disclose to the Purchaser that the signing of the amendment may result in the loss of delayed occupancy compensation as described in section 9 above;
 - (ii) unless there is an express waiver of compensation, describe in reasonable detail the cash amount, goods, services, or other consideration which the Purchaser accepts as compensation (the "Compensation"); and
 - (iii) contain a statement by the Purchaser that the Purchaser waives compensation or accepts the above noted Compensation, in either case, in full satisfaction of any delayed occupancy compensation payable by the Vendor for the period up to the new Firm Occupancy Date or Delayed Occupancy Date.
- (d) If the Purchaser for his or her own purposes requests a change of date or dates, then paragraph 10(c) shall not apply.

11. Termination of the Purchase Agreement

- (a) The Vendor and the Purchaser may terminate the Purchase Agreement by mutual written consent, such written consent to be given at the time of the termination.
- (b) If for any reason (other than breach of contract by the Purchaser) Occupancy has not been given to the Purchaser by the Outside Occupancy Date, then the Purchaser has 30 days to terminate the Purchase Agreement by written notice to the Vendor. If the Purchaser does not provide written notice of termination within such 30-day period, then the Purchase Agreement shall continue to be binding on both parties and the Delayed Occupancy Date shall be the date set by the Vendor under paragraph 6(b), regardless of whether such date is beyond the Outside Occupancy Date.
- (c) If calendar dates for the applicable Critical Dates are not inserted in the Statement of Critical Dates, or if any date for Occupancy is expressed in the Purchase Agreement or in any other document to be subject to change depending upon the happening of an event (other than as permitted in this Addendum), then the Purchaser may terminate the Purchase Agreement by written notice to the Vendor.
- (d) The Purchase Agreement may be terminated in accordance with the requirements of section 2.
- (e) Nothing in this Addendum derogates from any right of termination that either the Purchaser or the Vendor may have at law or in equity on the basis of, for example, frustration of contract or fundamental breach of contract.
- (f) Except as permitted in this section, the Purchase Agreement may not be terminated by reason of delay in Occupancy alone.

12. Return of Monies Paid on Termination

- (a) If the Purchase Agreement is terminated (other than as a result of breach of contract by the Purchaser), the Vendor shall return all monies paid by the Purchaser (including deposit(s) and monies for upgrades and extras, within 10 days of such termination, with interest from the date each amount was paid to the Vendor to the date of return to the Purchaser. The Purchaser cannot be compelled by the Vendor to execute a release of the Vendor and/or a termination agreement as a prerequisite to obtaining the return of monies payable as a result of termination of the Purchase Agreement under this paragraph.
- (b) The rate of interest payable on the Purchaser's monies shall be calculated in accordance with the *Condominium Act*.
- (c) Notwithstanding paragraphs 12(a) and 12(b), if either party initiates legal proceedings to contest termination of the Purchase Agreement or the return of monies paid by the Purchaser, and obtains a legal determination, such amounts and interest shall be payable as determined in those proceedings.

13. Addendum Prevails

The Addendum forms part of the Purchase Agreement. The Vendor and Purchaser agree that they shall not include any provision in the Purchase Agreement or any amendment to the Purchase Agreement or any other document (or indirectly do so through replacement of the Purchase Agreement) that derogates from, conflicts with or is inconsistent with the provisions of this Addendum, except where this Addendum expressly permits the parties to agree or consent to an alternative arrangement. The provisions of this Addendum prevail over any such provision.

14. Time Periods, and How Notice Must Be Sent

- (a) Any written notice required under this Addendum may be given personally or sent by email, fax, courier or registered mail to the Purchaser or the Vendor at the address/contact numbers identified on page 2 or replacement address/contact numbers as provided in paragraph (c) below. Notices may also be sent to the solicitor for each party if necessary contact information is provided, but notices in all events must be sent to the Purchaser and Vendor, as applicable.
- (b) Written notice given by one of the means identified in paragraph (a) is deemed to be given and received: on the date of delivery or transmission, if given personally or sent by email or fax (or the next Business Day if the date of delivery or transmission is not a Business Day); on the second Business Day following the date of sending by courier; or on the fifth Business Day following the date of sending, if sent by registered mail. If a postal stoppage or interruption occurs, notices shall not be sent by registered mail, and any notice sent by registered mail within 5 Business Days prior to the commencement of the postal stoppage or interruption must be re-sent by another means in order to be effective. For purposes of this paragraph 14(b), Business Day includes Remembrance Day, if it falls on a day other than Saturday or Sunday, and Easter Monday.
- (c) If either party wishes to receive written notice under this Addendum at an address/contact number other than those identified on page 2, the party shall send written notice of the change of address/contact number to the other party.
- (d) Time periods within which or following which any act is to be done shall be calculated by excluding the day of delivery or transmission and including the day on which the period ends.
- (e) Time periods shall be calculated using calendar days including Business Days but subject to paragraphs (f), (g) and (h) below.
- (f) Where the time for making a claim under this Addendum expires on a day that is not a Business Day, the claim may be made on the next Business Day.
- (g) Prior notice periods that begin on a day that is not a Business Day shall begin on the next earlier Business Day, except that notice may be sent and/or received on Remembrance Day, if it falls on a day other than Saturday or Sunday, or Easter Monday.
- (h) Every Critical Date must occur on a Business Day. If the Vendor sets a Critical Date that occurs on a date other than a Business Day, the Critical Date is deemed to be the next Business Day.

For more information please visit www.tarion.com

SCHEDULE A
Types of Permitted Early Termination Conditions
(Section 2)

1. The Vendor of a condominium home is permitted to make the Purchase Agreement conditional as follows:

- (a) upon receipt of Approval from an Approving Authority for:
 - (i) a change to the official plan, other governmental development plan or zoning by-law (including a minor variance);
 - (ii) a consent to creation of a lot(s) or part-lot(s);
 - (iii) a certificate of water potability or other measure relating to domestic water supply to the home;
 - (iv) a certificate of approval of septic system or other measure relating to waste disposal from the home;
 - (v) completion of hard services for the property or surrounding area (i.e., roads, rail crossings, water lines, sewage lines, other utilities);
 - (vi) allocation of domestic water or storm or sanitary sewage capacity;
 - (vii) easements or similar rights serving the property or surrounding area;
 - (viii) site plan agreements, density agreements, shared facilities agreements or other development agreements with Approving Authorities or nearby landowners, and/or any development Approvals required from an Approving Authority; and/or
 - (ix) site plans, plans, elevations and/or specifications under architectural controls imposed by an Approving Authority.

The above-noted conditions are for the benefit of both the Vendor and the Purchaser and cannot be waived by either party.

- (b) upon:
 - (i) receipt by the Vendor of confirmation that sales of condominium dwelling units have exceeded a specified threshold by a specified date;
 - (ii) receipt by the Vendor of confirmation that financing for the project on terms satisfactory to the Vendor has been arranged by a specified date;
 - (iii) receipt of Approval from an Approving Authority for a basement walkout; and/or
 - (iv) confirmation by the Vendor that it is satisfied the Purchaser has the financial resources to complete the transaction.

The above-noted conditions are for the benefit of the Vendor and may be waived by the Vendor in its sole discretion.

2. The following definitions apply in this Schedule:

"Approval" means an approval, consent or permission (in final form not subject to appeal) from an Approving Authority and may include completion of necessary agreements (i.e., site plan agreement) to allow lawful access to and use and occupancy of the property for its intended residential purpose.

"Approving Authority" means a government (federal, provincial or municipal), governmental agency, Crown corporation, or quasi-governmental authority (a privately operated organization exercising authority delegated by legislation or a government).

3. Each condition must:

- (a) be set out separately;
- (b) be reasonably specific as to the type of Approval which is needed for the transaction; and
- (c) identify the Approving Authority by reference to the level of government and/or the identity of the governmental agency, Crown corporation or quasi-governmental authority.

4. For greater certainty, the Vendor is not permitted to make the Purchase Agreement conditional upon:

- (a) receipt of a building permit;
- (b) receipt of an occupancy permit; and/or
- (c) completion of the home.

APPENDIX TO ADDENDUM
TO AGREEMENT OF PURCHASE AND SALE
EARLY TERMINATION CONDITIONS

The Early Termination Conditions referred to in paragraph 2 (c) (ii) of the Taron Addendum are as follows:

CONDITIONS PERMITTED IN PARAGRAPH 1 (b) OF SCHEDULE "A" TO
THE TARIION ADDENDUM

1. Description of Early Termination Condition:

This Agreement is conditional upon the Vendor entering into binding Agreements of Purchase and Sale for the sale of 80% of the dwelling units within the Condominium.

The date by which this Condition is to be satisfied is the 15th day of December, 2009.

2. Description of Early Termination Condition:

This Agreement is conditional upon the Vendor obtaining financing for the construction of the project on terms satisfaction to it in its discretion.

The date by which this Condition is to be satisfied is the 15th day of December, 2009.

3. Description of Early Termination Condition:

This Agreement is conditional upon the Vendor being satisfied, in its sole and absolute discretion, with the credit worthiness of the Purchaser. The Vendor shall have sixty (60) days from the date of acceptance of this Agreement by the Vendor to satisfy itself with respect to such credit worthiness. The Purchaser covenants and agrees to provide all requisite information and materials including proof respecting income and source of funds or evidence of a satisfactory mortgage approval signed by a lending institution or other mortgagee acceptable to the Vendor, confirming that the said lending institution or acceptable mortgagee will be advancing funds to the Purchaser sufficient to pay the balance due on the Title Transfer Date, as the Vendor may require to determine the Purchaser's credit worthiness.

The date by which this Condition is to be satisfied is the 15th day of December, 2009.

053



AMENDMENT TO THE AGREEMENT OF PURCHASE AND SALE

BETWEEN: 144 PARK LTD. (the "Vendor") and William Seegmiller (the "Purchaser") Unit 05, Level 01 (the "Unit")

It is hereby understood and agreed between the Vendor and the Purchaser that the following change(s) shall be made to the above-mentioned Agreement of Purchase and Sale, and except for such change(s) noted below, all other terms and conditions of the Agreement shall remain as stated therein, and time shall continue to be of the essence.

DELETE

- (a) to Harris, Sheaffer LLP, in Trust, (the "Vendor's Solicitors" or "Escrow Agent" or "Trustee") in the following amounts at the following times, by cheque or bank draft, as deposits pending completion or other termination of this Agreement and to be credited on account of the Purchase Price on the Occupancy Date: (i) the sum of FIVE THOUSAND (\$5,000.00) Dollars submitted with this Agreement; (ii) the sum of Twenty Five Thousand Eight Hundred (\$ 25,800.00) Dollars submitted with this Agreement and post-dated fifteen (15) days following the date of execution of this Agreement by the Purchaser, and together with 1(a)(i) above represents 5% of the Purchase Price; (iii) the sum of Thirty Thousand Eight Hundred (\$ 30,800.00) Dollars submitted with this Agreement and post-dated forty-five (45) days following the date of execution of this Agreement by the Purchaser, being 5% of the Purchase Price; (iv) the sum of Thirty Thousand Eight Hundred (\$ 30,800.00) Dollars submitted with this Agreement and post-dated ninety (90) days following the date of execution of this Agreement by the Purchaser, being 5% of the Purchase Price; (v) the sum of Thirty Thousand Eight Hundred (\$ 30,800.00) Dollars submitted with this Agreement and post-dated one hundred and twenty (120) days following the date of execution of this Agreement by the Purchaser, being 5% of the Purchase Price; (b) the sum of zero (\$ 0.00) Dollars by certified cheque or bank draft to the Vendor's Solicitors on the Occupancy Date, being 5% of the Purchase Price

INSERT

- (a) to Harris, Sheaffer LLP, in Trust, (the "Vendor's Solicitors" or "Escrow Agent" or "Trustee") in the following amounts at the following times, by cheque or bank draft, as deposits pending completion or other termination of this Agreement and to be credited on account of the Purchase Price on the Occupancy Date: (i) the sum of zero (\$0.00) Dollars submitted with this Agreement; (ii) the sum of One Hundred Twenty Three Thousand Two Hundred (\$ 123,200.00) Dollars submitted with this Agreement and post-dated to January 15, 2010, and together with 1(a)(i) above represents 20% of the Purchase Price; (iii) the sum of zero (\$ 0.00) Dollars submitted with this Agreement and post-dated forty-five (45) days following the date of execution of this Agreement by the Purchaser, being 5% of the Purchase Price; (iv) the sum of zero (\$ 0.00) Dollars submitted with this Agreement and post-dated ninety (90) days following the date of execution of this Agreement by the Purchaser, being 5% of the Purchase Price; (v) the sum of zero (\$ 0.00) Dollars submitted with this Agreement and post-dated one hundred and twenty (120) days following the date of execution of this Agreement by the Purchaser, being 5% of the Purchase Price; (b) the sum of Thirty Thousand Eight Hundred (\$ 30,800.00) Dollars by certified cheque or bank draft to the Vendor's Solicitors on the Occupancy Date, being 5% of the Purchase Price.

DATED at Waterloo, this 26th day of May, 2009.

IN WITNESS whereof the parties hereto have affixed their hands and seals.

SIGNED, SEALED AND DELIVERED In the presence of

[Signature] Purchaser [Signature] Purchaser

144 PARK LTD.

Per: [Signature] Authorized Signing Officer I have the authority to bind the Corporation.



AMENDMENT TO THE AGREEMENT OF PURCHASE AND SALE

BETWEEN: 144 PARK LTD. (the "Vendor") and William Seegmiller (the "Purchaser")
Unit 01, Level 05 (the "Unit")

It is hereby understood and agreed between the Vendor and the Purchaser that the following change(s) shall be made to the above-mentioned Agreement of Purchase and Sale, and except for such change(s) noted below, all other terms and conditions of the Agreement shall remain as stated therein, and time shall continue to be of the essence.

DELETE

APPENDIX TO ADDENDUM TO AGREEMENT OF PURCHASE AND SALE EARLY TERMINATION CONDITIONS

The Early Termination Conditions referred to in paragraph 2 (c) (ii) of the Tarion Addendum are as follows:

CONDITIONS PERMITTED IN PARAGRAPH 1 (b) OF SCHEDULE "A" TO THE TARIION ADDENDUM

1. Description of Early Termination Condition:

This Agreement is conditional upon the Vendor entering into binding Agreements of Purchase and Sale for the sale of 80% of the dwelling units within the Condominium.

The date by which this Condition is to be satisfied is the 15th day of December, 2009.

2. Description of Early Termination Condition:

This Agreement is conditional upon the Vendor obtaining financing for the construction of the project on terms satisfaction to it in its discretion.

The date by which this Condition is to be satisfied is the 15th day of December, 2009.

INSERT (copy attached)

APPENDIX TO ADDENDUM TO AGREEMENT OF PURCHASE AND SALE EARLY TERMINATION CONDITIONS

The Early Termination Conditions referred to in paragraph 2 (c) (ii) of the Tarion Addendum are as follows:

CONDITIONS PERMITTED IN PARAGRAPH 1 (b) OF SCHEDULE "A" TO THE TARIION ADDENDUM

1. Description of Early Termination Condition:

This Agreement is conditional upon the Vendor entering into binding Agreements of Purchase and Sale for the sale of 80% of the dwelling units within the Condominium.

The date by which this Condition is to be satisfied is the 15th day of December, 2010.

2. Description of Early Termination Condition:

This Agreement is conditional upon the Vendor obtaining financing for the construction of the project on terms satisfaction to it in its discretion.

The date by which this Condition is to be satisfied is the 15th day of December, 2010.

055

DATED at Waterloo, this 10th day of December, 2009.

IN WITNESS whereof the parties hereto have affixed their hands and seals.

SIGNED, SEALED AND DELIVERED
In the presence of

) _____
) *[Signature]*
) Purchaser.

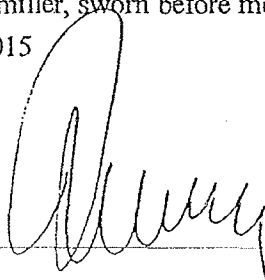
) Purchaser

144 PARK LTD.

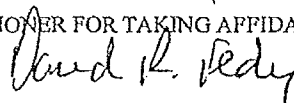
Per: _____
Authorized Signing Officer
I have the authority to bind the Corporation.

TAB 2B

This is Exhibit "B" referred to in the affidavit of
William Seegmiller, sworn before me this 14th day
of October, 2015

A large, stylized handwritten signature in black ink, appearing to read "A. R. Pedy", is written over a horizontal line.

A COMMISSIONER FOR TAKING AFFIDAVITS

A smaller handwritten signature in black ink, appearing to read "A. R. Pedy", is written below the printed title.



Collins Barrow Toronto Limited
 Collins Barrow Place
 11 King Street West
 Suite 700, PO Box 27
 Toronto, Ontario
 M5H 4C7 Canada

T. 416.480.0160
 F. 416.480.2648

www.collinsbarrow.com

June 5, 2015

Via Email Only

TO CERTAIN RESIDENTS OF
 144 PARK, WATERLOO, ON

Dear Resident:

Re: In the Matter of the Construction Lien Proceeding of 144 Park

On January 22, 2015, Collins Barrow Toronto Limited was appointed trustee (the "Trustee") of the project commonly known as 144 Park (the "Condominium") by the Ontario Superior Court of Justice.

The Trustee has registered, as of May 25, 2015, the Condominium and is now in a position to start closing units. You are receiving this letter as your purchase and sale Agreement with 144 Park Ltd. ("144") included the purchase of more than one parking spot.

The Condominium's architecture was always designed to be connected to the adjacent One 55 Uptown development ("155 Uptown") with a shared parking facility. The Trustee has reviewed 144's parking allocations and it has become apparent that the number of parking spots has been over allocated within the Condominium. As a result, the Trustee is prepared to make the offers set out below to facilitate the closing of your transaction and meet your parking needs for an interim period until 155 Uptown is complete.

Option A – Buyback One of the Parking Spots

The Trustee will reduce your purchase price by \$20,000 on closing for the release to 144 of your additional parking space.

Option B – Provision of Temporary Parking in Bauer Lofts

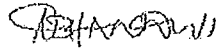
If you choose to retain an additional parking we have made arrangements for the vendor to pay for temporary parking in the project known as Bauer Lofts until the 155 Uptown parking structure is open, at which time you will be granted parking privileges permanently within 155 Uptown. The vendor agrees to reduce your purchase price by \$7,000 on closing in addition to covering the cost of parking at Bauer Lofts for up to two years. Once the One 55 Uptown complex is built, you will receive a licensed parking spot within this newly built complex.

Please email the writer at andhanani@collinsbarrow.com to notify the Trustee of your preference. We would be pleased to arrange a meeting at 144 Park to discuss the options available to you. In order to book this meeting please email Karla Roelofsz or attend at the customer care office on site.

Yours truly,

COLLINS BARROW TORONTO LIMITED
in its capacity as Trustee under the Construction Lien Act
of 144 Park and not in its personal or corporate capacity

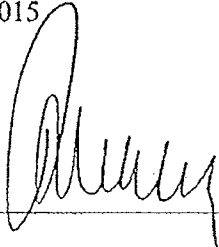
Per:



Arif Dhanani, CPA, CA, CIRP

TAB 2C

This is Exhibit "C" referred to in the affidavit of William Seegmiller, sworn before me this 14th day of October, 2015



A COMMISSIONER FOR TAKING AFFIDAVITS

David R. Redy

JUL. 21. 2015 11:53AM HARRIS SHEAFFER LLP

NO. 2953 P. 1

HARRIS, SHEAFFER LLP

BARRISTERS & SOLICITORS

YONGE CORPORATE CENTRE
4100 YONGE STREET, SUITE 610, TORONTO, ONTARIO M2P 2B5
TELEPHONE (416) 250-3600 / FACSIMILE (416) 250-5300

July 21, 2015

FAX COVER SHEET:

To: David Ralph Fedy
McCarter, Orespan, Bynom, Weir Professional Corporation
Barristers and Solicitors
Fax: 1-519-742-1841

From: Karen McNeill
Direct Line: 416-250-3695

Number of pages including cover sheet: 1

RE: 144 Park Ltd. s/t William Seegmiller
Unit 5, Level 1, Unit 14, Level 1, Unit 21, Level 3, Unit 22, Level 1, Unit 23, Level 1, WSCP 591
Closing Date:
Our File No: 090328

Please be advised that Collins Barrow Toronto Limited was appointed by court order as trustee (the "Trustee") of the property owned by 144 Park Ltd., including the units in the condominium. The court order was registered on title to the property on January 23, 2015 as Instrument No. WR863820.

The Trustee has been working with lenders and other stakeholders in this project, including certain members of the Ad Hoc Purchasers' Committee and the potential developer of 155 Uptown Waterloo, to find a meaningful parking solution to the current shortage of parking in 144 Park. In connection therewith, the Trustee has reached a potential solution that balances the many stakeholder interests. The allocation of some of the Parking Units in this project are now being reallocated in order to achieve this solution.

In this regard, your client has now been allocated a new Parking Unit and this allocation will take effect at noon on July 24, 2015. Your client's new Parking Unit allocation is Unit 21, Level 3. Please advise your client that arrangements must be made to move vehicles from the previously allocated Parking Unit at noon on July 24, 2015 because the previously allocated Parking Unit has been reallocated for someone else's use commencing at noon on July 24, 2015. Please be further advised that if your client agreed to purchase more than one Parking Unit, you must check the re line of this fax to verify which Parking Unit has been reallocated.

In the event your client requires any assistance in locating their new Parking Unit, kindly speak to the Trustee's site representative, Ms. Karla Roelofs. The Trustee is most grateful for your cooperation and assistance in effecting this allocation. The Trustee intends to schedule a Title Transfer Date as soon as possible.

Warning: The information contained in this fax is confidential, and may be subject to solicitor-client privilege. It is intended solely for the use of the party to whom it is addressed. Any distribution, copying or disclosure of this fax, other than by its intended recipient, is strictly prohibited. If you received this fax in error, please advise us immediately by telephone, and return the original transmission to us by mail without making a copy.

- BARRY ROBINBERG
- GARY H. HARRIS
- ROBERT D. SHEAFFER
- PHILIP J. DRAVER
- MARY P. FREEDMAN
(1981 - 2009)
- JIMMY P. SOWER
- STEPHEN M. KARR
- MARTIN P. HOWES
- MARR L. KAROY
- MICHAEL J. BALM
- ARI M. KATZ
- RAZVAN NICOLAE
- ROBERT SHORE

TAB 3

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

**IN THE MATTER OF THE *CONSTRUCTION LIEN ACT*,
R.S.O. 1990, c. C.30, AS AMENDED**

**AND IN THE MATTER OF AN APPLICATION MADE BY 144 PARK LTD.
FOR THE APPOINTMENT OF A TRUSTEE UNDER SECTION 68(1) OF THE
CONSTRUCTION LIEN ACT, R.S.O. 1990, c. C.30, AS AMENDED**

AFFIDAVIT OF CHRISTOPHER PIDGEON

I, CHRISTOPHER PIDGEON, of the City of Kitchener in the Province of Ontario,
MAKE OATH AND SAY:

1. I am the Principal Planner and President of GSP Group, a planning, urban design and landscape architecture firm in Kitchener, Ontario. As such, I have knowledge of the matters to which I have hereinafter deposed. Where I have included information on the basis of information and belief, I have stated the source of that information or belief and verily believe it to be true.
2. Attached and marked as **Exhibit "A"** to this Affidavit is a copy of my *curriculum vitae*. I am a Registered Professional Planner ("RPP") and a full member of the Canadian Institute of Planners ("MCIP") with over 29 years of experience. I have a B.A. in Urban Planning from the University of Windsor and an M.A. from the University of Waterloo in Regional Planning and Resource Development. I have extensive experience in land development approvals in southwestern Ontario and particularly in the Cities of Kitchener and Waterloo. On behalf of private land developer clients I have secured approvals for many in-fill redevelopment projects

totalling over 2,500 units in high density residential projects. I have been qualified to give independent opinion evidence on land use planning matters before the Courts and the Ontario Municipal Board on numerous occasions.

3. I have sworn this Affidavit in response to a motion of the court-appointed Trustee for 144 Park Ltd. ("144 Park") to be heard on October 16, 2015 and for no other or improper purpose. I have reviewed certain material in the Trustee's motion record dated September 25, 2015 and the Responding Record of Oliver Romaniuk.

144 Park Street is located in a high-density, high-transit urban centre

4. The 144 Park Street development is zoned MR-25 ("Multiple Residences – 25") by the City of Waterloo. It is located in a designated "High Density" zone. The property is centrally located within the "Primary Node" for transportation and forms part of the "Uptown Complementary Transition Area" in the urban growth centre of Waterloo. A copy of relevant excerpts of the Official Plan are attached as **Exhibit "B"**.

5. Essentially, the 144 Park Street development is located in what is known locally as the "King Street Corridor", a high density area subject to a Special Policy of the City of Waterloo to increase density and reduce automobile reliance in major transit station areas. Although the City's Zoning By-law 1108 sets out a minimum requirement of 1.0 parking space per unit in MR-25 residential developments at section 18A, the Special Policy at section 12.3.1 of the Official Plan allows the City to grant exemptions under section 40 of the *Planning Act* to allow for higher maximum densities and reduced parking requirements than permitted under the existing zoning by-law.

6. In the case of 144 Park Street specifically, this project received “density bonusing...as a development incentive to promote transit oriented development.” This initiative is part of the Waterloo Region’s “Big Shift” towards increased focus on density, development and transit in anticipation of expanding transit infrastructure in the region, including the Kitchener-Waterloo Light Rapid Transit (“LRT”) line. A copy of the Region of Waterloo Planning, Housing and Community Services recommendation dated May 28, 2013, “The Big Shift Toolbox” is attached as **Exhibit “C”**. A copy of the Kitchener-Waterloo LRT station map is attached as **Exhibit “D”**.

7. The City’s Official Plan designates 144 Park Street as “Specific Provision Area 29” and permits density increases beyond what is otherwise permitted in the zoning by-law. This policy specifies that the number of units is not to exceed 149 and that further appropriate increases in density shall be considered in order to , *inter alia*:

- (a) [S]upport the provision of underground parking; and
- (b) [E]ncourage the provision of units which are affordable to low and moderate income ... households within the City of Waterloo.

Demand for Condominium Units Without Parking

8. It is my understanding that there are currently twenty (20) residential units left to be sold at 144 Park (“Unsold Units”) and nine (9) parking spaces available to accompany them. Assuming nine (9) of the units are sold with a parking space, there would be a total of eleven (11) units left to be sold without the options of purchasing a parking space. This appears to reflect a sales strategy on the part of the developer of 144 Park Street to have “unbundled” parking, i.e. one in which not all unit buyers also purchase a permanent parking space.

9. I understand that Mint Realty, the broker that the Trustee has retained to market the Unsold Units, has advised the Trustee that it would be “extremely difficult to sell” the Unsold Units without a parking spot allotment.

10. It appears that the prospect of unbundled parking had been previously considered for 144 Park Street. Paradigm Transportation Solutions Ltd. completed a Transportation Impact Study for 144 Park – Tower 2 in December 2011, a copy of which I attach as **Exhibit “E”**. This Report encourages the use of Transportation Demand Management (TDM) Initiatives including:

- (a) secure and convenient indoor/outdoor bicycle parking;
- (b) unbundled parking; and
- (c) car share program.

11. As I note above, unbundling appears to have been implemented at 144 Park Street. In addition, significant bicycle parking spaces were put in place at the development. I obtained a copy of an extract of the approved “Site Data Chart” from the Planning Department at the City of Waterloo, which summarizes the amount of bicycle storage available at 144 Park Street. It appears below.

REQUIRED LOCKERS/BICYCLE STORAGE

	LOCKERS	BICYCLE
	1 PER UNIT = 148	0.8 SPACE PER UNIT = 89

PROVIDED LOCKERS/BICYCLE STORAGE

	LOCKERS	BICYCLE	BICYCLE/LOCKERS
P3	9		9
P2	92		26
P1	13	29	13
U/G1	34		12
Total	148		

PROVIDED OUTDOOR BICYCLE STORAGE

BICYCLE (OUTDOOR)
8

12. As the chart reveals, a total of 89 indoor bicycle parking spaces and 8 outdoor bicycle parking spaces are available at 144 Park. This would provide approximately one parking space for 60% of the units in the development.

13. I also know from my work on other nearby condominium developments that they have incorporated similar transportation alternatives into their design plans. “One Victoria” and “One Hundred” are two high-density urban condominium developments in nearby downtown Kitchener. They feature bicycle parking and an on-site car share program. The “City Centre” condominium, also nearby 144 Park, includes on-site bicycle parking and ride-share, encouraging residents to “Leave the Car at Home” and take advantage of amenities within walking distance. Screen shots from the promotional websites for “One Hundred” and “City Centre” are attached as **Exhibit “F”**.

14. In its initial marketing plan, Mint Realty suggested that its target market for 144 Park would be:

[A] mix of empty nesters and young urban professionals attracted to a luxury urban lifestyle who appreciate the convenience and prestige of the projects location...

Our goal will be to reinforce the 144 Park project as a luxury high-end building with a premium location and unsurpassed amenity mix.¹

15. In my experience in planning developments, the two buying groups identified by Mint Realty typically have different needs when it comes to transportation amenities. “Empty nesters” will typically require nearby parking. However, younger buyers are increasingly reliant on transit and alternative transportation, including bicycles and ride-shares. As a result, mixed resident

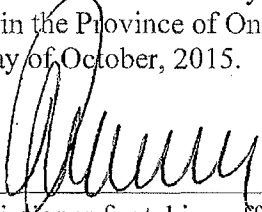
¹ Executive Summary of the Mint Realty marketing plan for 144 Park, Exhibit “D” to the Third Report of the Trustee

condominium developments are increasingly offering “unbundled parking” to permit purchasers to buy as much or as little parking space as they require. It appears that this is exactly the strategy that was employed at 144 Park Street to date. A “one-size fits all” strategy of bundling one parking space with each unit is not consistent with other developments in the central Kitchener-Waterloo location of 144 Park.


16. I know from my work on One Victoria and One Hundred that approximately 15 units in each development have been sold without a parking space, representing approximately 7.5% of total sales. The purchasers of these units are generally young professionals who are accustomed to using public transit and car share programs as their primary means of transportation.

17. Whatever marketing strategy is employed, the fact is that many developments in the King Street Corridor are being developed, marketed and sold without parking available for any unit. A plan to market and sell the 11 of the 20 unsold units at 144 Park without parking would be consistent with this trend towards unbundled parking.

SWORN before me at the City of Kitchener
Toronto, in the Province of Ontario,
this 14 day of October, 2015.



A Commissioner for taking affidavits.
David R. Fedy



CHRISTOPHER PIDGEON

IN THE MATTER OF THE *CONSTRUCTION LIEN ACT*, R.S.O. 1990, c. C.30, AS AMENDED

AND IN THE MATTER OF AN APPLICATION MADE BY 144 PARK LTD. FOR THE APPOINTMENT OF A TRUSTEE
UNDER SECTION 68(1) OF THE *CONSTRUCTION LIEN ACT*, R.S.O. 1990, c. C.30, AS AMENDED

Court File No. CV15-10843-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE**

PROCEEDING COMMENCED AT TORONTO

AFFIDAVIT OF CHRISTOPHER PIDGEON

**LENCZNER SLAGHT ROYCE
SMITH GRIFFIN LLP**

Barristers
Suite 2600
130 Adelaide Street West
Toronto ON M5H 3P5

Peter H. Griffin (19527Q)

Tel: (416) 865-2921

Fax: (416) 865-3558

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Brian Kolenda (60153N)

Tel: (416) 865-2897

Fax: (416) 865-9010

Email: bkolenda@litigate.com

Lawyers for William Seegmiller

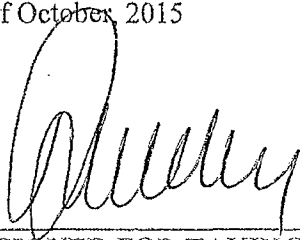
067

TAB 3A

This is Exhibit "A" referred to in the Affidavit of

Christopher Pidgeon sworn before me, this

14 day of October, 2015



A COMMISSIONER FOR TAKING AFFIDAVITS

David R. Eddy



SHAPING GREAT COMMUNITIES



Chris Pidgeon MCIP, RPP

Chris is a founding partner with GSP Group and is currently President of the firm. He has over 28 years of planning experience involving many large and complex development projects. Chris moved into private land use planning practice with specialization in coordinating complex greenfield and infill development, and providing professional opinion evidence at the Ontario Municipal Board.

He has an engaging, collaborative style and attention to detail for resolution of issues in the full range of development approvals and public planning processes.

Areas of Practice

Development Approvals
 Master Plans
 Subdivision Approvals
 Condominium Approvals
 Mixed Use Development Approvals
 Rural Planning
 Policy Analysis
 Community Plans
 Secondary Plans
 Site Planning
 Project Management
 Public Consultation
 Expert Testimony

Education

University of Waterloo

1986 Masters in Regional Planning and Resource Development

University of Windsor

1984 Honours Bachelor in Urban Planning

Credentials

Full Member of the Canadian Institute of Planners
 Full Member of the Ontario Professional Planners Institute
 Registered Professional Planner (Ontario)

Professional Experience

GSP Group, Kitchener

1995 - Present

Senior Planner

1990-1995 Cumming Cockburn Ltd. (Waterloo)

Senior Planner

1989 - 1990 City of Cambridge

Development Planner

1988 - 1989 City of Waterloo

Planner

1987 - 1988 MacNaughton Hermsen Planning (Kitchener)

Representative Project Experience

Municipal Projects	<p>West Community Plan and Environmental Assessments, McCarthy Road & Sanitary Pump Station (Stratford) Transportation Master Plan, Public Consultation (Stratford) New Business Park Design Study, Community Plan (Woodstock) Ayr Community Plan (North Dumfries) Northeast Secondary Plan and Environmental Assessment for C.H. Meier Boulevard/McCarthy Road (Stratford) Court & McNamara Drains - Master Drainage Plan (Stratford) Roadhouse Drain - Master Drainage Plan (Stratford) Garden Avenue/Johnson Road Secondary Plan (Brantford) Pelee Island, West Dock Community Plan Blair Area Special Study (Cambridge) Blair Heritage Conservation District Plan (Cambridge) Official Plan Review, Co-Chairperson (Cambridge) Dickson Hill Heritage Conservation District Plan (Cambridge) Mary Allen Heritage Conservation District Plan (Waterloo) Expropriation, Civic Square (Cambridge) Bannister Drain Watershed Plan (Amabel) Mayor's Environmental Review Committee (Waterloo) Annexation Opinion Report (Hay) University Avenue Class Environmental Assessment (Waterloo) Cedar Creek Subwatershed Study (North Dumfries)</p>
Residential Communities	<p>Hunt Club/Arriscraft Residential Complete Community (Cambridge) The BarrelYards Project, High Density Residential and Mixed-Use Urban Development (Waterloo) Huron Heritage Estates / Huron Village Community (Kitchener) Williamsburg South Residential Community (Kitchener) The 42 Condominium (Waterloo) The Arrow Lofts Adaptive Re-use Condominium (Kitchener) Meadows of Bear Creek Subdivision, Ardagh West Community (Barrie) Waterscape Condominium (Cambridge) Sifton Properties, Hardy Road Subdivision (Brantford) Tuscany Estates Subdivisions, Moffat Community (Milton) Big Bay Housing Developments Inc., Innis Shore Community (Barrie) Lyndale Estates & Lyndale South Subdivisions, Grand River South Community (Kitchener) Valleyview Heights Subdivision, Grand River South Community (Kitchener) Townline Estates Subdivision, Hespeler East Community (Cambridge) Jamieson Estates Subdivision, Hespeler East Community (Cambridge) Queenston Estates Subdivision, Hespeler East Community (Cambridge) Grand Ridge Estates Subdivision, West Galt (Cambridge) Activa Holdings, Southeast Galt (Cambridge) Riverglade Estates Estate Residential Subdivision (Milton) Aberfoyle Creek Estates Estate Residential Subdivision (Puslinch) MennoHomes Affordable Housing Project, Village Road (Kitchener) Blair Crossings Condominiums (Cambridge West) The Promontory Condominiums, Grand River Community (Kitchener) Riverstone Condominiums (Waterloo)</p>

Retirement and Multiple Residential Developments	<p>Momentum Developments, 1 Victoria (Kitchener) Momentum Developments, 100 Victoria (Kitchener) Fisher Developments, King Street (Waterloo) Auburn Developments, Student Purpose-Built Housing, Ewen Road (Hamilton) Skyward Development Corp., Student Apartments (Waterloo) Momentum Developments, Red Condominium (Waterloo) Abode Developments Inc., Student Purpose-Built Housing (Guelph) Auburn Developments, Maple Avenue Condominiums (Barrie) Trinity Care Centre, Long-Term Care, Retirement Home & Townhouses (Kitchener) Sandhills Christian Seniors Community (Kitchener) Emmanuel Village Homes, Retirement Home & Townhouses (Kitchener) Vesper Village Retirement Homes (Baden) Arrow Lofts, former Arrow Shirt Factory (Kitchener) Auburn Developments, Varsity Commons Student Housing, Ann Street (London) Pondview Retirement Community (Wellesley) Auburn Developments, Ridout Street (London)</p>
Industrial, Commercial and Institutional Developments	<p>Waterloo Innovation Network (W.I.N.) Technology Village (Waterloo) Huether Hotel Brew Pub (Waterloo) NovaCore Communities Mixed Use/Brownfield Redevelopment (Kitchener) Marathon International Mixed Use/Brownfield Redevelopment (Cambridge) CIGI - Balsillie School of International Affairs, Campus Master Plan and Development Approvals (Waterloo) Conestoga College Cambridge Campus, Master Plan and Development Approvals IMS Business Park Master Plan (Waterloo) CIGI - Woerner Estate, Master Plan and Development Approvals (North Dumfries) Starbank, Neighbourhood Shopping Centres (Cambridge, Woodstock) ATS-Automation Tooling Systems, Industrial Campus (Cambridge) Jamieson Estates Commercial Shopping Centre (Cambridge) Camrock Development Corporation, Industrial Subdivision (Cambridge) Millgate Holdings Industrial Subdivision (Cambridge) Earth to Table Farm Agricultural Promotion Centre (Hamilton) Picard Farm - Ramblin' Road Brewery (Delhi)</p>
Ontario Municipal Board and Courts	<p>Provided expert opinion evidence, mediation and arbitration evidence on a full range of land use planning matters before the Ontario Municipal Board and the Courts, including land compatibility, land need/justification, conformity to Provincial and Municipal policies, zoning regulations, housing affordability and matters of Provincial interest. In all cases, responsible for hearing coordination with solicitor, including evidence preparation, strategy, witness preparation and analysis of other opinions of expert witnesses to assist client/solicitor.</p>

Publications

Plan Canada, Spring 2005, "Stratford Leads the Way for a New Model for Suburban Development"

CMHC Research Highlight, Socio-economic Series 07-013, "A Plan for Rainy Days: Water Runoff and Site Planning," October 2007

CMHC Research Highlight, Series 04-038, "Applying Fused-Grid Planning in Stratford, Ontario," July 2007

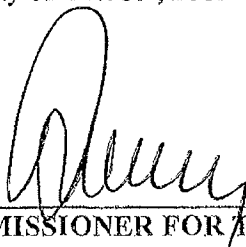
Wharton Real Estate Review, 2005, "Planning in a Canadian City," U. of Pennsylvania

TAB 3B

This is Exhibit "B" referred to in the Affidavit of

Christopher Pidgeon sworn before me, this

14 day of October, 2015

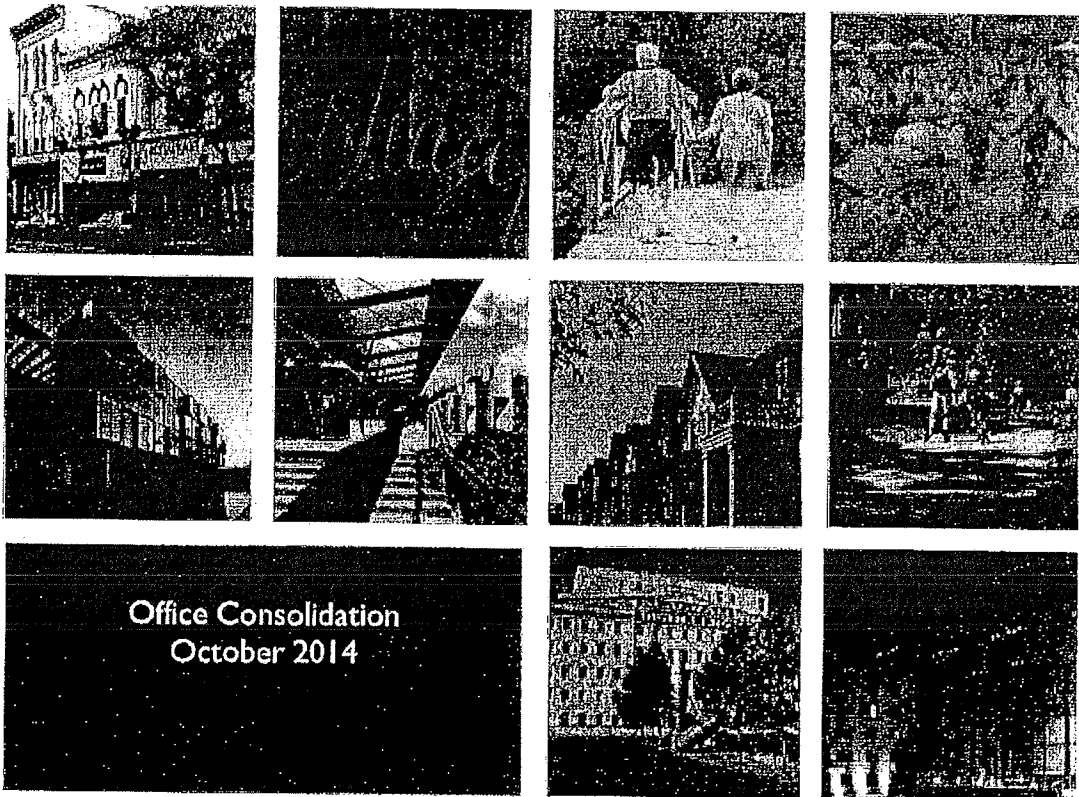


A COMMISSIONER FOR TAKING AFFIDAVITS

As of December 21, 2012, parts of this Plan are currently under appeal before the Ontario Municipal Board (OMB). Before using this document, care should be taken to refer to the explanatory note that begins on page ix of this document. For detailed questions related to the appeals, inquiries should be directed to the OMB.

OFFICIAL PLAN

CITY OF WATERLOO



Office Consolidation
October 2014

Uptown Waterloo Urban Growth Centre from the parking requirements of the Zoning By-Law in exchange for money. Implementation of any cash-in-lieu of parking provisions will be at the City's discretion and will give consideration to existing or planned facilities within the City's *Municipal Parking System*. Additional policies related to cash-in-lieu of parking are included in policy 6.6.2 of the Transportation Chapter.

3.8 MAJOR TRANSIT STATION AREAS

Major Transit Station Areas are the areas including and around planned *rapid transit* stations within the City of Waterloo. Station Area Plans will further define the limits of each station area. Lands within *Major Transit Station Areas* may be located within Nodes and/or Corridors and/or outside of a designated Node or Corridor, depending on the local context of each station. *Major Transit Station Areas* will be planned to accommodate a mix of transit supportive land uses that create both origins and destinations for transit users. *Major Transit Station Areas* will also be planned to be focal points for *active transportation* networks, with reliable connections to other destinations.

After the Region has designated *Major Transit Station Areas* conceptually on Map 3a of the Regional Official Plan, the City will initiate an amendment to this Plan to designate *Major Transit Station Areas* on **Schedule 'B' – City Structure**, and to establish additional policies for these areas, as required. Planned land uses for *Major Transit Station Areas* are intended to be shown on **Schedule 'A' – Land Use Plan**, pending future Amendments to this Plan in order to fully implement the policies set out in this Section.

- (1) Transit supportive uses such as medium to high density residential, commercial and employment uses shall be encouraged to locate within *Major Transit Station Areas*, to generate significant transit ridership, provide for good *pedestrian* and cycling access and a variety of services and amenities that foster a vibrant station area community.
- (2) Non-transit supportive uses such as lower density office uses or commercial uses oriented to vehicular travel shall be discouraged from locating within *Major Transit Station Areas*.
- (3) In addition to planning for uses that support *rapid transit*, *active transportation* will also be strongly encouraged within *Major Transit Station Areas*.
- (4) *Development* applications and *site plan* applications within *Major Transit Station Areas* shall:
 - (a) demonstrate compatibility and integration with surrounding planned land uses;
 - (b) contribute to an animated streetscape through the utilization of

appropriate height, mixing of uses, massing, architectural design, setbacks, siting and landscaping, parking, public spaces and the *conservation of cultural heritage resources*; and,

(c) demonstrate strong linkages to *active transportation* networks that about property boundaries. The City shall also encourage landowners within *Major Transit Station Areas* to work collaboratively to create linkages to *active transportation* networks that allow movement across property boundaries, where feasible.

- (5) Any portions of *Major Transit Station Areas* located within the boundaries of the Uptown Waterloo Urban Growth Centre will be planned as part of the Urban Growth Centre. Policies in Section 3.7 of this chapter shall apply to any *Major Transit Station Areas* located within the Uptown Waterloo Urban Growth Centre.
- (6) For clarity, Section 3.11.2 and policy 6.5.2 (1) of this Plan shall apply when reviewing *development* applications that are located within a *Major Transit Station Area*. Section 3.6 shall also apply to any *development* application that is within a *Major Transit Station Area* and a designated Node or Corridor.

3.8.1 Parking in Major Transit Station Areas

The City will plan for, and require appropriate, well designed bicycle and vehicle parking facilities in *Major Transit Station Areas*, balancing the desire to accommodate a range of transportation modes with the desire to implement *transportation demand management* and reduce reliance on the automobile in favour of *rapid transit* and *active transportation*.

- (1) The City will, where appropriate, collaborate with the Region, landowners and other stakeholders on the development of parking strategies for *Major Transit Station Areas*. Such strategies may include reduced parking requirements, shared parking, development of structured or underground parking facilities, parking pricing and other appropriate strategies.
- (2) The Zoning By-Law will require, in addition to automobile parking, bicycle parking in an effort to encourage *active transportation*.

3.8.2 Station Area Plans

- (1) The City will, in consultation with the Region, undertake Station Area Plans for all *Major Transit Station Areas* located outside the Uptown Waterloo Urban Growth Centre. Such Plans will include, but not be limited to:
- (a) A comprehensive land use plan that defines *Major Transit Station Area* boundaries, the planned development concept, unique

- characteristics and any associated minimum density requirements to support the desired form and function of the *Major Transit Station Area*;
- (b) Design guidelines and development standards, as necessary, to implement Transit Oriented Development;
 - (c) A parking management strategy that seeks to maximize *intensification* and infill opportunities; and
 - (d) Identification of implementation requirements to achieve desired goals for *Major Transit Station Areas*.
- (2) Station Area Plans will be implemented by way of an Official Plan Amendment and/or District Plan Amendment and will include, but not be limited to the following:
- (a) Appropriate minimum density and/or minimum height requirements;
 - (b) Appropriate requirements for *mixed-use* development on a site-specific, or area-specific basis;
 - (c) Appropriate policies that seek to implement studies identified in policy 3.8.2 of this Plan; and,
 - (d) Other policies that are appropriate in order to implement the planned function of *Major Transit Station Areas*.

3.8.3 Transitional Policies for Major Transit Station Areas

- (1) Until such time as this Plan includes policies for *Major Transit Station Areas* in accordance with policy 3.8.2(2), any *development* application submitted within a *Major Station Transit Station Area* will be reviewed in accordance with the transit-oriented policies of this Plan and in Section 2.D.2 of the Regional Official Plan. Any such applications that do not fully meet the transit-oriented development policies may be permitted, provided the owner/applicant demonstrates, to the satisfaction of the City and the Region, that the proposed development is designed in such a way that subsequent phases or infilling would meet the transit-oriented development policies.

3.9 WATERLOO AS A COMPLETE COMMUNITY

A *complete community* is one that includes a broad range of housing, a mix of jobs, a broad range of commercial establishments and services, *community infrastructure* including schools, parks and recreation sites, cultural and social facilities/services that are well connected by a system of networks. Planning for a *complete community* can mean different things to different people and can occur at a variety of levels – Regional, City, Planning District and neighbourhood. The City will collaborate with the Region, Area Municipalities and other groups on initiatives that support the *complete community* concept at the Regional level and will also plan for the City of Waterloo to be a *complete community* at the City and Planning District level.

and where appropriate, amend existing by-laws or pass new by-laws to ensure uses of land are regulated and controlled in accordance with the policies of this Plan.

12.3 MUNICIPAL INCENTIVES

12.3.1 Height/Density Bonusing

- (1) Zoning By-Laws, pursuant to Section 37 of the Planning Act, may be enacted to authorize increases in height and/or density that would not otherwise be permitted in the Zoning By-Law in return for facilities, services or matters that would comply with the general intent of this Plan.
- (2) Authorized increases in height and/or density will be used as a tool to support the City's policy objectives within the Official Plan. The potential for authorized increases in height and/or density will apply to lands which, at the time of application, satisfy the following criteria:
 - (a) Is located within a designated Node or Corridor; and,
 - (b) Is well served by existing or planned transit.
- (3) Any facilities, services or matters for density bonusing will be secured through the use of agreements that are registered on title to the lands. The City will require the property owner to enter into one or more agreements with the City, which may be registered against the title of the affected property, specifying the terms under which the density bonus will be granted.
- (4) With regard to facilities, height and/or density bonusing will not relate to the ongoing maintenance costs of facilities, but may relate to capital facilities or cash-in-lieu toward planned or actual capital facilities, above and beyond any contributions provided under the provisions of the Planning Act or Development Charges Act or other applicable statute(s).
- (5) The City may, at its sole discretion, authorize increases in height and/or density in return for any of the following facilities, services or matters:
 - (a) Underground parking that provides at least 50% of supplied parking;
 - (b) Significantly enhanced off-site *pedestrian* connections, including *pedestrian* connections to transit facilities, and streetscape improvements on public boulevards;
 - (c) Significantly enhanced off-site bicycle facilities;
 - (d) Building design that is capable of achieving certification under a recognized environmental design certification system;
 - (e) Public art, representing 1% of the value of construction for the development, pursuant to the City's Percent for Public Art Policy;
 - (f) Superior outdoor amenity area design that functions as public space for the community at large;

- (g) Improvements to City parks or public spaces;
 - (h) Preservation/enhancement of the natural environment, above and beyond the existing requirements in this Plan;
 - (i) Remediation of a contaminated site;
 - (j) Adaptive re-use of a *cultural heritage resource*, where a *Heritage Impact Assessment* find that the heritage attributes and integrity of the *cultural heritage resource* will be *conserved* through the proposed development;
 - (k) Developments which receive senior government funding for the provision of special needs, assisted or other subsidized housing;
 - (l) Provision of community facilities, such as arts or cultural facilities, community centres or recreation facilities, or child care centres; and,
 - (m) Other local improvements identified in a City Community Improvement Plan, capital budget, district plans, environmental strategies, and/or other implementation plans or strategies.
- (6) In all cases, appropriate development review processes will be utilized to ensure:
- (a) The site is suitable for the proposed density and/or height in terms of parking, landscaping, and other site-specific requirements;
 - (b) Any increase in density and/or height is compatible with the planned scale and character of the surrounding neighbourhood and has a minimal impact on neighbouring land uses; and
 - (c) That community services, *infrastructure* and transportation impact issues are adequately addressed, if applicable. A Transportation Impact Study, Servicing Report, and any other relevant supporting information may also be required. All relevant supporting information may require, at the City's request, examination of off-site impacts.
- (7) The positive impacts of the exchange should benefit the surrounding areas experiencing the increased density.
- (8) Applications to exceed the maximum height limits of the Zoning By-Law must demonstrate how the impact of the increased height will be minimized on adjacent low or medium density areas. Consideration will be given to the extent to which a proposal meets the urban design objectives and policies of this Plan as well as provisions of the City's Urban Design Manual related to compatible development, human scale development, character, building design, landscape design and buffer standards. With the goal of incorporating appropriate building massing to minimize shadow impacts, retain views and complement the planned scale and densities of adjacent properties, appropriate mitigation measures would include, but are not limited to:
- (a) Increasing the setback from abutting low or medium density residential area;
 - (b) Incorporating terraced massing on any side of the building that abuts a

- low or medium density residential area;
- (c) Recognition of existing or planned grade changes between existing abutting low or medium density residential properties and the proposed development that would reduce the impact of the requested additional storeys to a similar impact as would occur if the building were built at the maximum limit in the Zoning By-Law and there was no grade change between it and abutting low or medium density residential uses; and,
 - (d) Recognition of existing features that provide a buffer between the property and adjacent low or medium density residential areas. Such features may include parks, greenspaces, environmental areas, hydro corridors, properties within non residential designations, and properties with height and density limits that serve to buffer low and medium density residential areas from higher density uses.

12.3.2 Community Improvement Plans

Under Section 28 of the Planning Act, Council may by By-Law designate part of, or the entire City, as a Community Improvement Project Area. It is the intent of Council to utilize Community Improvement Plans to promote and focus public and private sector investment into maintenance, rehabilitation, and redevelopment activities that improve the living and working conditions in the City.

- (1) The goals of community improvement are to:
 - (a) Preserve, redevelop and rehabilitate the built environment, including residential, commercial, industrial, and *mixed-use* areas;
 - (b) To make efficient use of existing *community uses* and other amenities;
 - (c) To ensure private and public community improvement activities are coordinated;
 - (d) To address existing land use conflicts, and minimize or mitigate future land use conflicts;
 - (e) To assist the City in identifying priorities for municipal expenditure regarding community improvement projects; and,
 - (f) To participate, wherever possible, in Federal and/or Provincial programs that facilitate community improvement.

- (2) Community Improvement Plans may be prepared and adopted to achieve one or more of the following objectives:
 - (a) Encouraging private sector renovation, repair, rehabilitation, redevelopment or other improvement of lands and/or building, including environmental remediation, development, redevelopment, construction and reconstruction of lands and buildings for rehabilitation purposes, or for the provision of energy efficient uses, buildings, structures, works, improvements or facilities;
 - (b) Improving or upgrading *community uses*;

for *ancillary uses* above will be set out in the implementing Zoning By-Law.

11.1.29 Specific Provision Area 29 (144 Park Street)

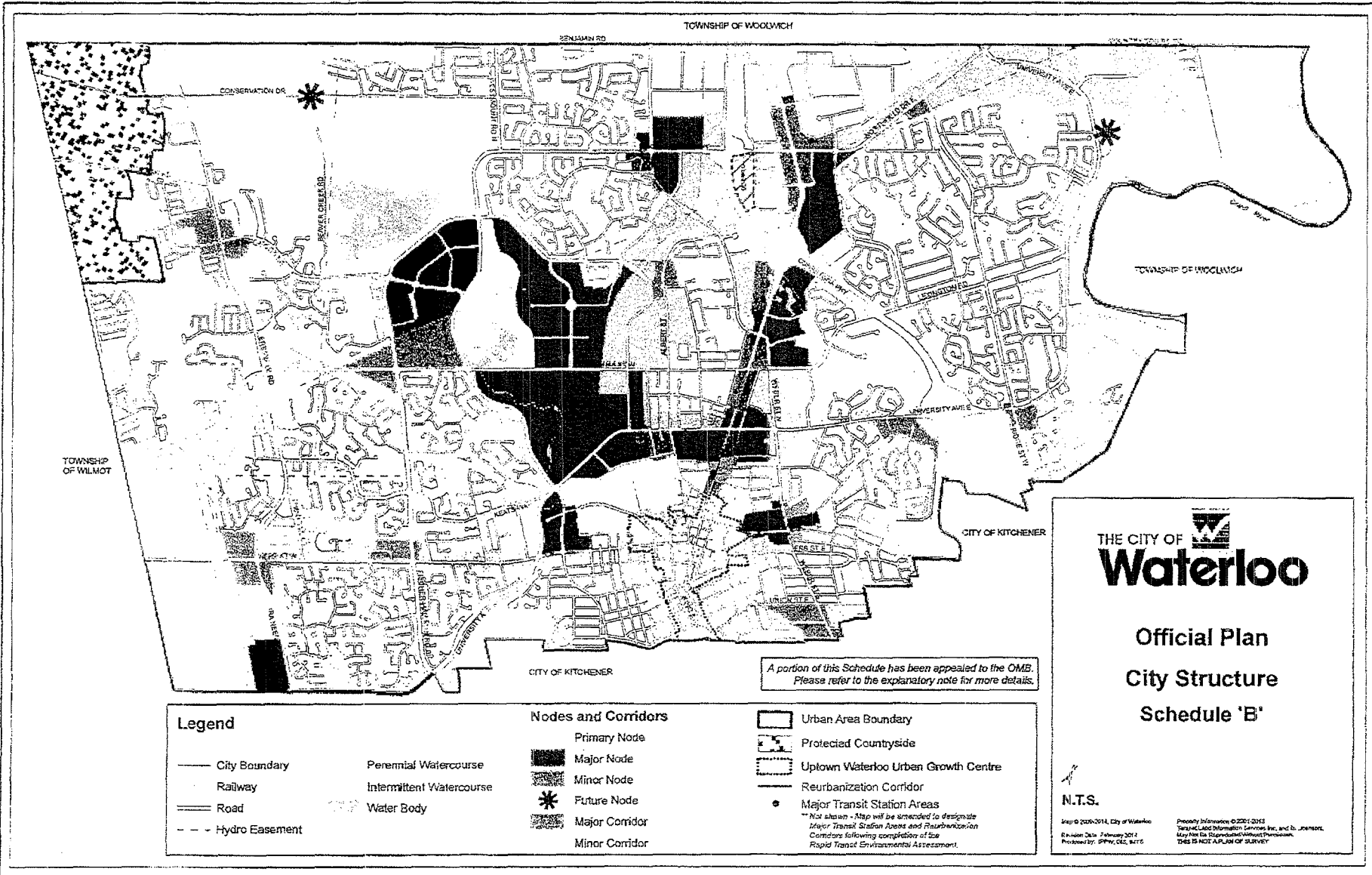
- (1) The policies of this Specific Provision Area apply to lands at 144 Park Street (formerly 21 Allen St W, 142, 144 and 148 Park St), shown as SPA 29 on Schedule 'A6' -- Specific Provision Areas.
- (2) Lands within Specific Provision Area 30 shall be subject to the following site specific policies:
 - (a) Under the provisions of section 37 of the Planning Act, Zoning By-Laws may be enacted to permit height and density increases than are otherwise permitted, in return for the provision of such facilities, services or matters, as are set out in the by-law.
 - (b) The development must constitute good planning and conform to the objectives and policies of this Plan. The increase in density should not result in a scale of development that is incompatible with adjacent uses or exceeds the capacity of available municipal services. No increases in height shall be granted.
 - (c) The facilities, services or matters to be secured shall support the City's urban design policies, as contained in the City Form Chapter, and other objectives and policies within the Official Plan and must satisfy all of the following criteria:
 - (i) The site shall be located within a Major Node or Major Corridor;
 - (ii) The site shall be located on a Regional, City Arterial or Major Collector road;
 - (iii) The site shall be well-served by existing transit and within close proximity to proposed higher-order transit; and
 - (iv) The site shall contain underground parking.
- (3) The determination of appropriate increases in density for the subject lands shall be considered based on the ability of the project to meet the following objectives which shall be specified in the implementing Zoning By-Law:
 - (a) To support the provision of common open space on and adjacent to the site that is functional for passive recreational use by both residents of the development and the general public;
 - (b) To support the provision of underground parking;
 - (c) To encourage aesthetically attractive residential developments, achieved through the enhancement of building façades, the use of podiums and entrance features which augment the streetscape and provide a *pedestrian* scale and building design which reduces the shadow impact on surrounding properties;
 - (d) To support the provision of, and public access to, art that reflects

- the historical nature of the site and which represents 1% of the value of the construction of the proposed building;
- (e) To encourage off site improvements and/or cash-in-lieu of such improvements to existing parks, trails and other public amenities;
 - (f) To encourage the redevelopment of this *brownfield* site; and
 - (g) To encourage the provision of units which are *affordable* to low and moderate income (as defined in the Provincial Policy Statement) households within the City of Waterloo.
- (4) The cumulative impact of applying the bonus provisions in accordance with the objectives in policy 11(30) (b) above shall not result in a density of more than 465 units per hectare, provided that the maximum number of units shall not exceed 149; the maximum number of *bedrooms* shall not exceed 278; and that only 1, 2 and 3-*bedroom* units shall be permitted, all of which shall be set out in the implementing Zoning By-Law.
- (5) Under the provisions of section 41 of the Planning Act, the City is able to control exterior design, including the character, scale, appearance and design features of buildings as well as the sustainable elements on any adjoining highway, including requiring permeable paving materials, street furniture, waste and recycling containers and bicycle parking facilities.
- (6) In this regard, the development of 144 Park Street (formerly 21 Allen St W, 142, 144 and 148 Park St) shall be subject to the following design requirements:
- (a) that the first 3 storeys of the multi-storey building shall be composed of:
 - (i) a prominent entrance to the building oriented to the corner of Park and Allen Streets;
 - (ii) townhouse units facing Park and Allen Streets, designed with brick and concrete exteriors and covered front door entrances raised from grade and visible from the public sidewalk; and
 - (iii) a 3 storey parking garage with the same exterior brick and concrete façade.
 - (b) that the townhouse units shall be located in front of the parking garage structure, to minimize the visibility of the parking structure from Park and Allen Streets;
 - (c) that the rear façade of the parking garage shall contain ivy or similar vegetation to soften its appearance for users of the Iron Horse Trail;
 - (d) that the roof top railing above the townhouse units and the parking garage be constructed of black wrought iron;
 - (e) that the remainder of the multi-storey building shall be constructed of materials and colours satisfactory to the City of Waterloo and

- reflective of the elevations included in the Development Agreement;
- (f) that the corner of Allen and Park Streets shall function as a public space blending the public and private realm, with decorative hard surfacing and soft landscaping, including the provision of seating areas for residents of the building and *pedestrians* on either street and bicycle parking facilities for visitors to the site;
 - (g) that in the absence of or in addition to street trees within the front or flankage yard, the applicant shall provide enhanced street trees within the boulevard with appropriate measures to ensure their long term health. Should the location of overhead power lines and hydro poles not permit the planting of street trees, the applicant shall provide other landscaping measures to the satisfaction of the City of Waterloo; and
 - (h) that the amenity space on top of the parking garage shall contain both hard and soft landscaping treatments, benches and other seating areas, and other amenities appropriate to the proposed use.
- (7) In addition to the regular requirements of a complete *site plan* application submission, the following shall also be required:
- (a) a Construction Staging and Impact Mitigation Plan that identifies anticipated site access needs, expected duration of construction, vibration, noise and dust impacts, as well as truck traffic routes (intended to avoid low density residential areas);
 - (b) a Construction Dewatering Plan satisfactory to the Region of Waterloo to facilitate underground parking;
 - (c) a Geotechnical Study to support all construction;
 - (d) a pre-condition assessment identifying any deficiencies with existing drainage and stormwater management at and adjacent to the site that could affect construction and the existing conditions of adjacent foundations and structures; and
 - (e) that an analysis by a qualified professional shall be completed to determine the impact on *pedestrian* comfort levels due to wind conditions (if any) created by the proposed development.
- (8) A holding provision shall be placed on the subject lands through the Implementing Zoning By-Law to ensure the completion and registration of a Section 37 Development Agreement satisfactory to the City of Waterloo.

11.1.30 Specific Provision Area 30 (31 Union Street East)

- (1) The policies of this Specific Provision Area apply to lands at 31 Union Street East, shown as SPA 30 on Schedule 'A6' -- Specific Provision Areas.



A portion of this Schedule has been appealed to the OMB. Please refer to the explanatory note for more details.

Legend

- City Boundary
- Railway
- Road
- - - Hydro Easement

- Perennial Watercourse
- - - Intermittent Watercourse
- Water Body

Nodes and Corridors

- Primary Node
- Major Node
- Minor Node
- Future Node
- Major Corridor
- Minor Corridor

- Urban Area Boundary
- Protected Countryside
- Uptown Waterloo Urban Growth Centre
- Reurbanization Corridor
- Major Transit Station Areas

*** Not shown - Map will be amended to designate Major Transit Station Areas and Reurbanization Corridors following completion of the Rapid Transit Environmental Assessment.*

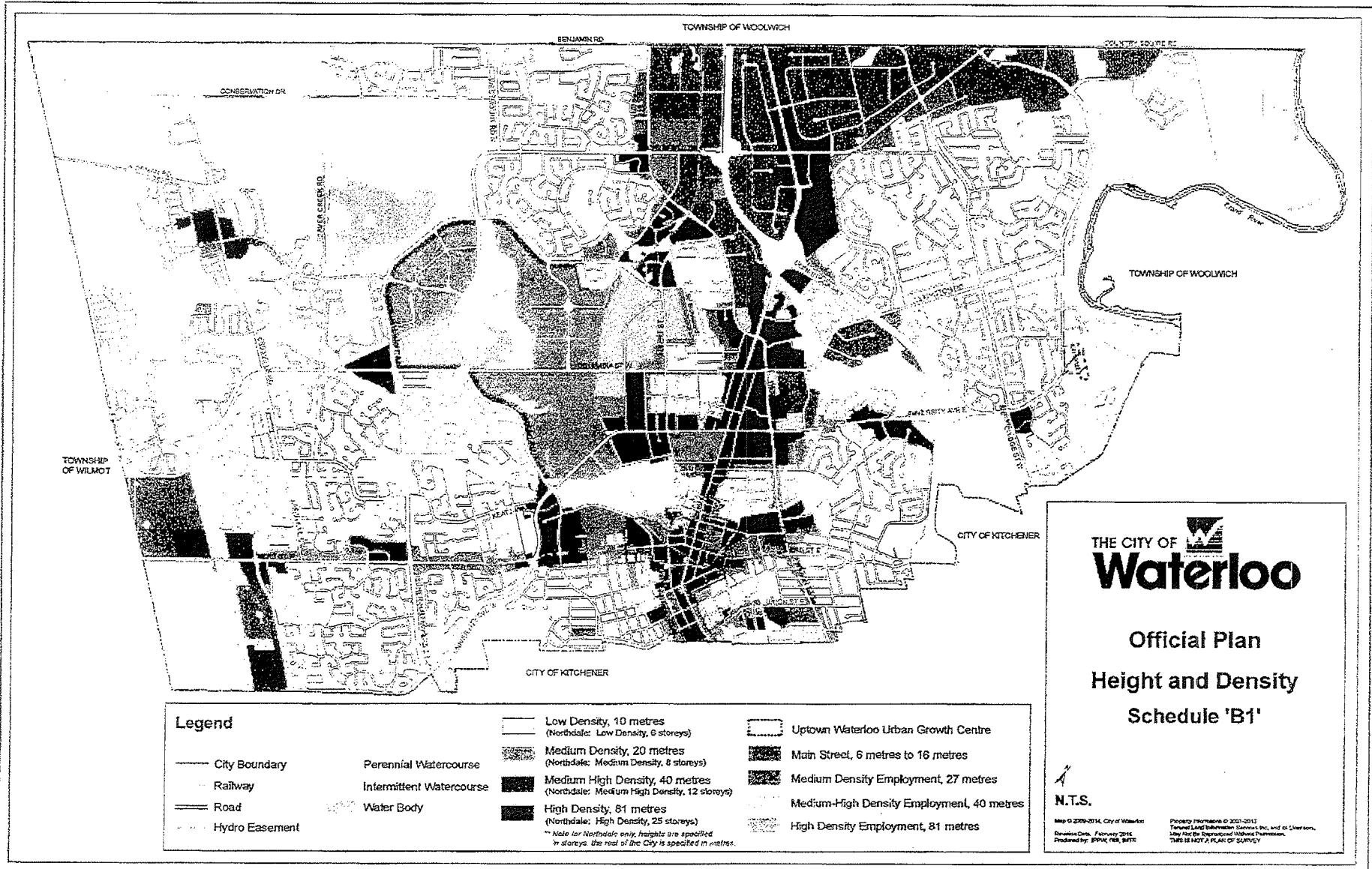
THE CITY OF  **Waterloo**

**Official Plan
City Structure
Schedule 'B'**

N.T.S.

Map © 2009-2014, City of Waterloo
Revision Date: February 2014
Prepared by: IPPEY, CEC, SRTS

Priority Information © 2011-2014
Specialized Information: Lakeshore Inc. and B. Johnson
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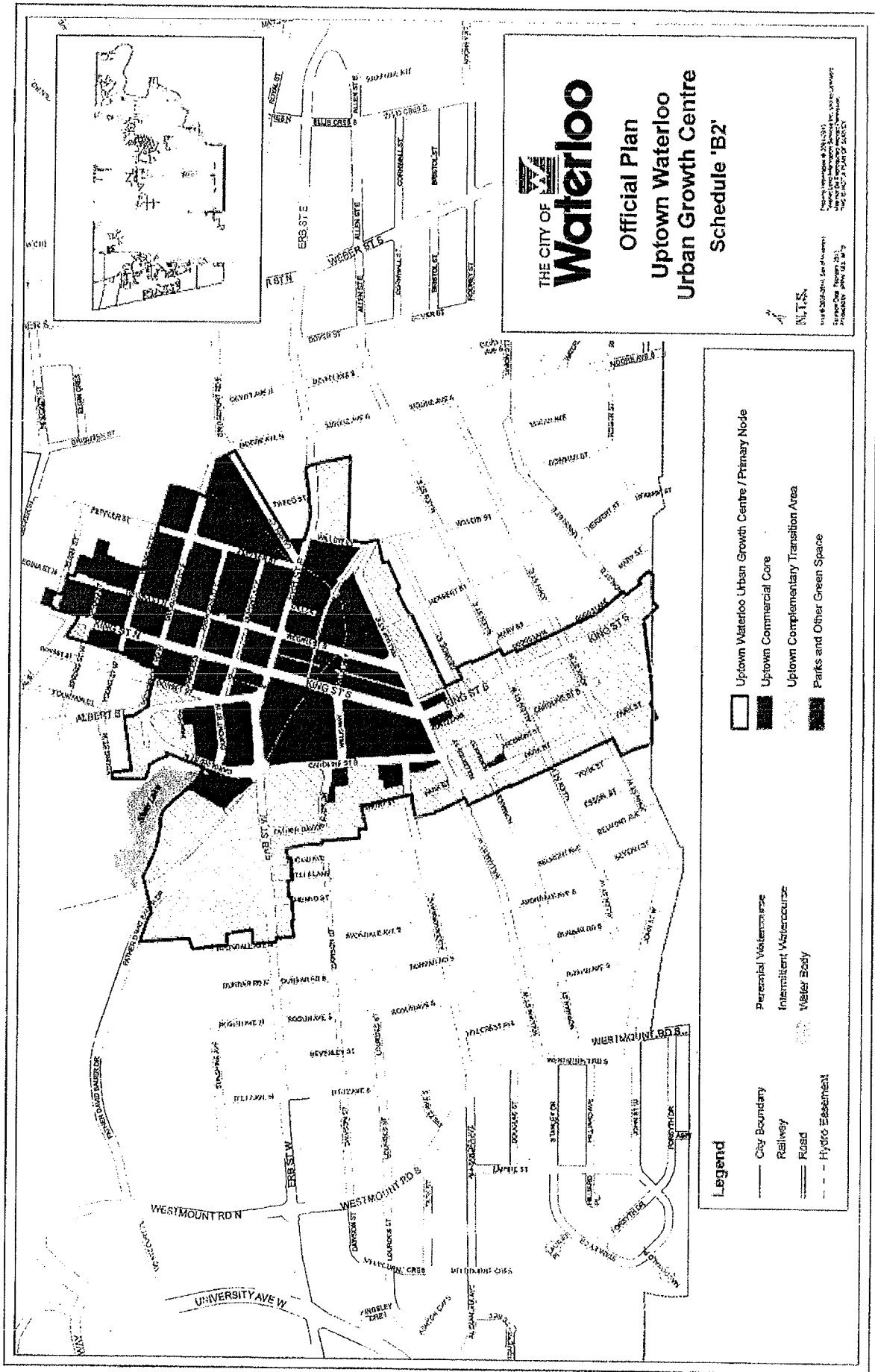



THE CITY OF 
Waterloo












**Official Plan
 Height and Density
 Schedule 'B1'**


 N.T.S.

Map © 2009-2014, City of Waterloo
 Produced by: PPKW, IES, BPTC
 Planning Data: February 2014
 Property Information © 2010-2013
 Trained Land Information: GeoVista, Inc. and its Users
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 THIS IS NOT A PLAN OF SURVEY.




THE CITY OF Waterloo
 Official Plan
 Uptown Waterloo
 Urban Growth Centre
 Schedule 'B2'
 Planning Department
 100 Wellington Street West, Waterloo, Ontario N2L 2G5
 Telephone: 519-874-2000
 Fax: 519-874-2001
 www.cityofwaterloo.ca

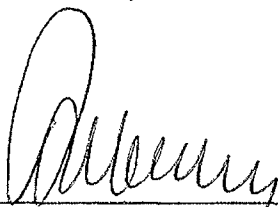
- Legend**
-  Uptown Waterloo Urban Growth Centre / Primary Node
 -  Uptown Commercial Core
 -  Uptown Complementary Transition Area
 -  Parks and Other Green Space
 -  City Boundary
 -  Railway
 -  Road
 -  Hydro Easement
 -  Perennial Watercourse
 -  Intermittent Watercourse
 -  Water Body

TAB 3C

This is Exhibit "C" referred to in the Affidavit of

Christopher Pidgeon sworn before me, this

14 day of October, 2015



A COMMISSIONER FOR TAKING AFFIDAVITS

David R. Kelly



REGION OF WATERLOO

PLANNING, HOUSING AND COMMUNITY SERVICES
Community Planning

Report: P-13-057

TO: Chair Jim Wideman and Members of the Planning and Works Committee

DATE: May 28, 2013 **FILE CODE:** D16-05

SUBJECT: "THE BIG SHIFT TOOLBOX" – PLANNING, INFRASTRUCTURE AND FINANCIAL ASSISTANCE TOOLS TO SHAPE OUR COMMUNITY

RECOMMENDATION:

THAT the Regional Municipality of Waterloo approve the following recommendations that support "The Big Shift Toolbox", as described in Report No. P-13-057, dated May 28, 2013:

- a) Endorse "The Big Shift Toolbox" to communicate the many initiatives offered by the Region of Waterloo to shape our community;
- b) Invite the Area Municipalities to be linked to the Big Shift Toolbox and to explore potential new tools; and
- c) Request the Province of Ontario to collaboratively examine regulatory changes that would provide the opportunity for the Region of Waterloo and the Area Municipalities to implement additional tools.

SUMMARY:

"The Big Shift" is a series of economic, environmental and social changes which are occurring in our community and are fundamentally "shifting" how we need to plan and manage growth to maintain Waterloo Region's prosperity and accommodate a growing population. Specifically, "The Big Shift" is a move toward:

- More compact and higher densities of development to accommodate growth, while respecting the need to maintain a high quality of life;
- Limits to outward growth and the protection of valuable rural farmland;
- Protection of environmental systems instead of "islands of green";
- New employment areas and places, including larger lots and re-purposed buildings;
- Increased focus on transit, walking and cycling, while still supporting our road system through strategic investment;
- Increased focus on design excellence, ranging from infrastructure to architectural building design, and including heritage conservation;
- Encouraging development, including affordable housing, adjacent to the forthcoming rapid transit system in the Central Transit Corridor and along the redesigned conventional bus system;
- A greater range and mix of housing types in traditional neighbourhoods; and
- Increased focus on a knowledge-based economy.

Staff is recommending that "The Big Shift" be used as a foundation to showcase a new consolidated communication initiative that provides information about the various tools that the Region of Waterloo (and potentially the Area Municipalities) has to offer. This initiative is intended

to make it much easier for the community and prospective investors to find these tools. "The Big Shift Toolbox" is similar to communication initiatives being used in other communities that are planning for rapid transit. Examples include Hamilton's "Rapid Ready" initiative and the Metrolinx Regional Transportation Plan's "The Big Move".

A focus for the communication initiative would be the development of a new web page on the Region's website and in related Regional social media. The web page will provide information about key tools in the Big Shift Toolbox and a contact for further details, and can be readily expanded.

In addition, staff is proposing to explore potential new tools with the Province and the Area Municipalities which could enhance the suite of opportunities offered by the Region as part of the "The Big Shift Toolbox".

It should be noted that most of these initiatives are focused within the Central Transit Corridor.

Staff proposes to report back to Regional Council later in 2013.

REPORT:

What is "The Big Shift and Why Create a "Big Shift Toolbox"?

"The Big Shift" is a series of economic, environmental and social changes which are occurring in our community and are fundamentally "shifting" how we need to plan and manage growth to maintain Waterloo Region's prosperity and accommodate a growing population. These changes include: an older and more diverse population; a more diversified economy with a greater emphasis on technology, education, medicine, finance, arts and culture, and a growing transit system, particularly rapid transit. Specifically, "The Big Shift" is a move toward:

- More compact and higher densities of development to accommodate growth, while respecting the need to maintain a high quality of life;
- Limits to outward growth and the protection of valuable rural farmland;
- Protection of environmental systems instead of "islands of green";
- New employment areas and places, including larger lots and re-purposed buildings;
- Increased focus on transit, walking and cycling, while still supporting our road system through strategic investment;
- Increased focus on design excellence, ranging from infrastructure to architectural building design, and including heritage conservation;
- Encouraging development, including affordable housing, adjacent to the forthcoming rapid transit system in the Central Transit Corridor and along the redesigned conventional bus system;
- A greater range and mix of housing types in traditional neighbourhoods; and
- Increased focus on a knowledge-based economy.

Staff is also recommending that "The Big Shift" be the foundation of a new consolidated communication initiative that provides information about the various tools that the Region of Waterloo has to offer. This step is intended to make it much easier for the community and prospective investors to find these tools as well. "The Big Shift Toolbox" is similar to initiatives being used in other communities that are planning for rapid transit. Examples include Hamilton's "Rapid Ready" initiative and the Metrolinx Regional Transportation Plan's "The Big Move". Legal staff has also completed a search of existing trademarks and copyrights and determined that the intended use of the phrase "The Big Shift" by the Region of Waterloo will not infringe on any existing intellectual property rights of other parties.

The focus for communication would be the development of a new web page and in related Regional social media. The new web page would be hosted on the Region of Waterloo's website and provide promotional material about each of the tools offered by the Region. New tools can be easily added as well. In addition, the web page could provide links to information about the tools offered through the Area Municipalities. This matter will be further discussed with the Area Municipalities.

This report provides details on the tools that are currently available or are being explored. In addition, this report describes some of the tools which may be implemented by the Area Municipalities. Specifically, the report identifies Regional staff's Interest in exploring with Area Municipalities a pilot Development Permit System (DPS) and to determine if there is any potential to increase the use of density bonusing to realize additional community benefits.

Current Regional Planning/Infrastructure and Financial Tools

Planning/Infrastructure Tools

The following are the key planning and infrastructure tools currently being offered or being developed by the Region of Waterloo.

a) Regional Community Improvement Plan

The Region's Reurbanization Community Improvement Plan (RRCIP) has been in place since 2007. The RRCIP is an important document and includes the Regional Reurbanization Facilitation Program which enables the acquisition of lands for strategic Regional infrastructure projects such as the Multi-Modal Transit Hub at King and Victoria Streets. Additional incentive programs (discussed below) could be created within the RRCIP in accordance with Regulation 550/06 of the *Planning Act*, which grants upper-tier municipalities, such as the Region of Waterloo, a specific mandate to address the following matters under an upper-tier Community Improvement Plan:

1. Infrastructure that is within the upper-tier municipalities' jurisdiction;
2. Land and buildings within and adjacent to existing or planned transit corridors that have the potential to provide a focus for higher density mixed-use development and redevelopment;
and
3. Affordable housing.

b) Draft Central Transit Corridor Community Building Strategy

The draft Community Building Strategy (CBS) provides developers and investors a flexible framework that identifies new development opportunities in Major Transit Station Areas. An initial draft of the CBS was presented to Council in Report P-13-007. Staff is currently undertaking public consultation on the draft CBS. Over the coming six months, the Region and the Area Municipalities will review this input and further investigate and prioritize the key actions that should be undertaken in the short and medium terms, and where possible, link them to applicable regulatory and financial tools and/or development applications.

c) The Multi-Modal Transit Hub

In 2008, the Region embarked on the development of a Multi-Modal Transit Hub at the intersection of King and Victoria Streets in downtown Kitchener. The Region has assembled properties to develop new transportation infrastructure that is expected to incorporate GO and VIA Train platforms, local bus and LRT connections and inter-city bus services. The Hub will be an integral step toward helping to retain existing Waterloo Region businesses and attracting

new investment by providing more seamless connections between inter-city and local transit systems.

d) Alternative Transportation Demand Management in New Development

Regional Council recently adopted recommendations to modify the Region's Transportation Impact Study (TIS) guidelines to include a Transportation Demand Management (TDM) Checklist. The TDM Checklist can be used to encourage non-residential developers in the Urban Growth Centres, Major Transit Station Areas and reurbanization corridors of Cambridge, Kitchener and Waterloo to incorporate TDM measures into their proposed developments. Including TDM measures such as bicycle facilities, showers and reduced bus passes for building occupants in the design and/or operation of proposed developments provides Area Municipalities with a basis for considering reduced parking rates or density bonusing as part of proposed zoning bylaw amendments (Report P-13-031). TDM measures can also be used by developers as a means of promoting their developments to the community.

e) Regional Implementation Guidelines for Road Allowance Dedications

In 2011, Regional staff identified opportunities for incorporating flexibility into Regional Guidelines for the acceptance of Regional Road Allowances (Report P-11-069). As a result, the Region can now accept road allowances, in some circumstances, which are contaminated. This practice better reflects the need for flexibility in existing built-up areas, where contamination is frequently encountered.

Financial Tools

The following are the financial tools currently offered by the Region of Waterloo.

a) Regional Development Charges: Core Area Exemptions

The Region provides exemptions on Regional Development Charges (RDC) for developments, including affordable housing, occurring within the core area of Kitchener and the three core areas of Cambridge (Galt, Hespeler, Preston). The exemption is provided through the Regional Development Charge Bylaw for areas where an Area Municipality offers an exemption under its own DC Bylaw. In 2010, the City of Waterloo ceased Development Charge exemptions for the core area and consequently the Region ceased its exemption for Regional Development Charges for that same area, as the by-law is structured accordingly.

b) Regional Development Charges: Demolition Credit

In order to promote redevelopment, the Regional Development Charge Bylaw calculates Regional Development Charges owed for a new development based on the net assessable floor area. As a result, redevelopments that require demolition of a pre-existing structure are able to deduct the equivalent floor area demolished from the total floor area being redeveloped, essentially resulting in a financial credit which is valid for up to 5 years.

c) Brownfield Financial Incentive Program

The Brownfield Financial Incentives Program (BFIP) assists in the investigation, clean up and redevelopment of Brownfield sites located throughout the Region. The program has three components:

1. Phase Two Environmental Site Assessment (ESA) Grants – a cost sharing program which funds up to 50% of eligible costs associated with the completion of environmental site

092

May 28, 2013

Report: P-13-057

investigation, in the form of a Phase Two ESA report, to a maximum of \$40,000;

2. Regional Development Charge (RDC) Exemptions – are provided through the RDC By-law and provide DC exemptions up to a maximum of the total eligible remediation costs incurred for the remediation of environmentally impacted sites in areas where RDCs would otherwise be due; and
3. Tax Increment Grants (TIG) – a joint municipal program that further offsets remediation costs by providing grants to developers who remediate and redevelop a specific brownfield site. The TIG program is currently operated jointly with the Cities of Cambridge and Kitchener. The Tax Increment Grant program is offered under the authority granted to upper-tier municipalities to provide financial assistance to support community improvements plans implemented by area municipalities under s.28 of the Planning Act. On March 18, 2013, the City of Waterloo approved the development of a Tax Increment Grant program for brownfields, with program details to be determined by City and Regional staff.

Both Cambridge and Kitchener have existing brownfield tax increment programs. Regional Council approved revisions to the BFIP in Report P-13-004/F-13-007 that provided additional funding for the Phase Two ESA program and implemented a sustainable, long term funding model for TIGs that aligns with the funding models used by Cambridge and Kitchener. To date the BFIP programs have contributed to the creation of approximately 285 new residential units and approximately 60,000 sq m (646,000 sq ft) of non-residential floor area that together have resulted in building permits valued at approximately \$57.1 million.

d) Property Tax Class for Multi-Residential (Rental) Developments

In 2001, the Region adopted the optional property tax class for new multi-residential (rental) developments (7 or more self-contained rental units). As a result, this rental housing is taxed at a lower rate than multi-residential property developed prior to 2001 and now has a tax rate equal to that for low density residential, including single detached dwellings. In addition to facilitating affordable housing funding from senior level governments, the tax class encourages the development of new multi-residential (rental) developments and supports the provision of affordable housing throughout Waterloo Region. Detailed information regarding this tax class was recently provided to Regional Council as part of the 2013 Tax Ratios and Subclass Rate Reductions Report (F-13-023).

e) Community Environmental Fund

In 2011, Regional Council established the Community Environmental Fund, with the goal of promoting community-based sustainability and stewardship initiatives. To date, the Community Environmental Fund has allocated a total of \$430,767 for projects having a total value of \$1,965,361 resulting in \$4.56 from proponents for every dollar provided by the Region. Examples of projects within the Central Transit Corridor that have received funds include:

- Ryerson Public School in Cambridge, which received \$2,100 to create adequate shade for students and improve screening from adjoining Industrial facilities through tree planting, and other landscaping; and
- Eastwood Collegiate Institute in Kitchener, which received \$1,100 to purchase compost, lumber and garden tools to establish a community garden at the school.

f) Waterloo Regional Heritage Foundation

The Waterloo Regional Heritage Foundation (WRHF) was established by Regional Council in 1973 to promote and encourage interest in the heritage and culture of Waterloo Region. The Foundation was the first heritage organization set up and funded by a regional government, and set a precedent in Canada as the first heritage organization that was allocated a substantial

amount of public money by any level of government. Since 1973, the Foundation has distributed over \$1,000,000 to a wide variety of projects, including those within the Central Transit Corridor (e.g. Waterloo Post Office, Cambridge City Hall, Industrial Artifacts Project). WRHF grants are an important financial tool that can be used to encourage the adaptive reuse of significant cultural heritage resources during reurbanization.

Other Tools Being Examined

Staff is continuing to identify new opportunities to potentially enhance the suite of tools that could also be promoted under "The Big Shift Toolbox". This section describes several opportunities.

a) Regional Development Charge Bylaw Review

The Regional Development Charge (RDC) By-law review is required as the RDC By-law expires after five years (July 31, 2014). The Region is required to complete a Background Study which reviews growth forecasts and capital project requirements to support anticipated growth and determine the RDC rates to be imposed in the new RDC By-law. The Region will be reviewing all of the provisions of the By-law, including current exemptions for the costs of brownfield remediation and the downtown core area DC exemptions, to determine if these exemptions are still meeting the needs of the Region and should be continued in the new RDC By-law.

b) Potential Pilot Tax Increment Grant (TIG) Program for Uncontaminated Properties

As part of the continued development of the draft Community Building Strategy (CBS), staff has identified the opportunity to further explore the use of a new Tax Increment Grant (TIG) program as a means of promoting new redevelopment and investment in Waterloo Region.

Currently, the Region participates in a Joint TIG program for Brownfields through the Community Improvement Plans (CIPs) of Cambridge and Kitchener. However under the authority granted the Region through the *Planning Act* (s.28 and Reg. 550/06), there exists the opportunity to establish a new program for uncontaminated sites that would focus on providing grants to developers of new catalytic development on specific sites that would support the Region's investment in rapid transit.

Such a program could reimburse developers for specific eligible expenses associated with larger scale redevelopments. The reimbursement would be in the form of an annual grant to the developer in an amount not to exceed the realized annual tax increment provided to the Region upon development completion. This grant would be provided annually until such time as all eligible costs incurred have been reimbursed to the developer or until a maximum period for annual payments has been reached. The eligible costs which form the basis of the grant could include a wide variety of expenses incurred by a developer for large developments in Waterloo Region, such as:

- Underground/structured parking;
- Applicable Regional planning fees;
- Costs associated with development of sites with high water tables;
- Heritage preservation; and
- Development of affordable housing.

The ability to implement this program in specific, strategic areas, such as the Central Transit Corridor or Major Transit Station Areas means that a new TIG program for uncontaminated sites could be implemented, consistent with the objectives and priorities of the Community Building Strategy.

A new TIG program could be operated jointly with the consent of Area Municipalities or implemented solely by the Region under the Region's Reurbanization Community Improvement Plan (RRCIP). The implementation of a new TIG program within the current RRCIP would require additional consultation with both the Province of Ontario and members of the public.

Staff propose to consult with the Area Municipalities and identify the necessary amendments that would be required to the RRCIP to implement this program. In addition staff would determine the potential structure of a new pilot program, including identifying eligible costs for reimbursement, proposed site/development criteria for program eligibility and a recommended duration for the pilot program. This would provide Regional Council an opportunity to gauge the program's performance. Conclusions regarding the merits of such a new program will be brought before Regional Council for consideration later in 2013.

c) Exploring Tax Increment Financing (TIF)

Tax Increment Financing (TIF) is a financial tool that can be used to encourage development in underdeveloped areas (TIF Districts) of a municipality. A tax increment is defined as the difference between the property taxes within a defined TIF District for a base year when the TIF tool is first used and the property taxes in that District in any future year when some level of new development has occurred.

The idea behind TIFs is that strategic investments in infrastructure (e.g. new roads and bridges, utility and sewer upgrades, and sidewalks) and/or related projects (e.g. affordable housing, heritage preservation, tree planting and trail enhancements) will stimulate private investment within a defined TIF District. Higher property tax revenues will then accrue to the municipality as a result of the new development and from existing properties, whose assessed values have increased due to the enhanced desirability of the area. It is assumed that, over time, these higher property tax revenues will exceed the property tax revenues that the municipality would otherwise have received from the vacant and underdeveloped properties located within the TIF District.

TIFs are designed to be self-financing and have no impact on the collection of Development Charges. TIFs are usually financed in one of two ways – issuing upfront debentures and recovering the related debenture costs over time, or foregoing a portion of the tax increment from new development for a period of time as a means to attract investment, and then using the increased property tax revenue from the new investment to fund projects within the TIF District.

The first financing approach is typically used to fund infrastructure projects which municipalities believe are necessary to attract new investment to a TIF District. The expectation is that the debenture principal and interest costs will be recovered through increases in property tax revenue over a specified period (typically 20-30 years). Alternatively, when addressing non-infrastructure projects such as affordable housing and heritage preservation, municipalities often adopt by-laws which specify that new development within a TIF District will not be required to pay the full tax increment for a period that typically ranges from 3 to 10 years. The by-laws further specify that a certain percentage of the property tax revenue generated by each new development will be pooled and applied to fund projects that will make the District even more attractive to future investment.

TIFs have been used extensively in the United States and a few Canadian cities (e.g. the East Village community in downtown Calgary and the Downtown Winnipeg Sports, Hospitality and Entertainment District). However, as with any financial incentive program, TIFs do carry financial risks to a municipality. There are examples of TIFs in the United States where the

expected tax increments were not realized because either the anticipated amount of new development did not occur, or because much of the new retail and office development became vacant after a period of time due to competition. Regardless of the reasons for the lack of success, municipalities are responsible for dealing with the consequences of the lower than anticipated property tax revenue.

Staff believe that TIFs have the potential to provide Regional Council with an additional tool for financing public improvements that have been identified and prioritized through the draft Community Building Strategy. In particular, TIFs may be helpful to facilitate redevelopment and investment opportunities in Major Transit Station Areas. However, TIFs are not currently permitted by the Ontario *Planning Act*. Regional staff is optimistic that there is potential to amend the *Planning Act* because the Province has recently allowed TIFs to be used for two pilot projects in Toronto: the West Don Lands redevelopment and the Toronto subway extension. This is being done by way of implementation of a project specific regulation to *Tax Increment Financing Act*, which is recent legislation enabling municipalities to obtain project specific approval to apply the education portion of a tax increment within a defined district to finance an eligible project.

It is imperative that staff explore TIFs strategically and with a solid understanding of the lessons learned from other municipalities, to limit any potential liabilities to the Region. Therefore, as an initial step, staff propose to further examine the potential use of TIFs only as a pilot TIF program and that Regional Council endorse staff's recommendation to begin discussions with the Province to explore regulatory changes to enable such other tools to be used.

d) Regional Noise Guideline From Stationary Sources

Historically, development and condominium applications have been approved by staff where noise studies show results that do not exceed Provincial Guidelines by more than 1 dBA for stationary noise. Stationary noise sources include heating, ventilation and air conditioning units. Those standards are now shifting due to Provincial and Regional growth policies that have resulted in a greater number and concentration of multi-residential developments in our urban areas. The City of Ottawa, for example, has been approving applications with 1-5 dBA above the Noise Level Objectives for stationary noise as permitted by the Guidelines in order to provide greater flexibility and facilitate new developments. However, "livability" and potential impacts on adjacent properties must also be carefully assessed.

Staff is currently reviewing stationary noise issues and will recommend any refinements to the existing Regional Transportation Noise Guidelines at a future Planning and Works Committee meeting.

e) Enhancement of Alternative Transportation Demand Management in New Development – Residential

While the current Regional guidelines (described earlier in this report) pertain to non-residential development, Regional staff will also be examining the establishment of a TDM checklist for new residential development. This would permit Area Municipalities to consider additional parking reductions using a TDM checklist to inform their decisions.

f) Area Municipal Opportunities

As part of "The Big Shift", staff has discussed the potential for complementary regulatory and financial tools with the Area Municipalities. Specifically, staff would like to explore opportunities available under the *Planning Act* for Area Municipalities, including the following:

1. A Pilot Development Permit System (DPS): DPS is a development application process, whereby the land use planning approval process for zoning, site plan and minor variances are consolidated as part of a single application and approval process.

A DPS process has the potential to provide benefits including:

- A faster and more streamlined approval process for applicants;
- Greater flexibility for use approvals through the provision of permitted and discretionary uses under a Development Permit/Land Use Control Bylaw; and
- Site specific development variations or "relaxations" from the standard zoning requirements.

Such a system could be explored with interested Area Municipalities in the form of a pilot program, whereby staff would review applications processed under the traditional (current) planning process over a specific period and evaluate if a DPS process could have provided additional benefits to the municipalities and applicants. This pilot could be applied in specific areas such as the Central Transit Corridor or in specific Major Transit Stations Areas. A Pilot DPS review could also be applied to other strategic areas such as business parks similar to Niagara Region's plans to apply a DPS process as part of the development of the Niagara Economic Gateway Employment Lands.

2. Density Bonusing Provisions: Density Bonusing is a provision under the *Planning Act* that permits Area Municipalities to grant higher maximum densities than allowed under the existing zoning. In exchange for density increases, the developer incorporates additional public interests into the project (which are publically accessible) and are intended to benefit the immediate neighbourhood or community. Public amenities may include the provision of green spaces, public squares, public art, community spaces, affordable housing or enhanced public realm improvements.

Density bonusing has been used by Cambridge, Kitchener and Waterloo as a development incentive to promote transit oriented development. Examples include the Black Forest condominiums (Cambridge), the City Centre condominiums and the 1 Victoria Condominiums (Kitchener) and the 144 Park condominiums (Waterloo). Regional staff would like to discuss whether there is opportunity for further use of density bonusing to promote higher density residential, mixed-use or non-residential development within Major Transit Station Areas.

Proposed Next Steps

Staff proposes to immediately undertake implementation of "The Big Shift" communication initiative and to explore new regulatory tools and financial incentives which may be beneficial to the Region and Area Municipalities. More specifically, staff propose:

- Spring/Summer 2013 – Develop a new web page on the Region's website and in Regional social media that will serve as a central point for communicating "The Big Shift Toolbox" to the public, including prospective investors and developers, and provide information about the tools that the Region has to offer, and potentially the Area Municipalities as well;
- Summer 2013 – Identify amendments to the Region's Reurbanization Community Improvement Plan (RRCIP) to enable the use of other tools;
- Summer/Fall 2013 – Consult with the Province to identify opportunities for Provincial regulatory changes which may be required to enable the use of new tools;
- Summer 2013 – Begin detailed discussions with the Area Municipalities to explore interest in additional tools to promote strategic development; and
- Fall 2013 – Report to Regional Council on findings.

Area Municipal Consultation/Coordination

Staff has had preliminary discussions about the potential to expand the range of tools with the Area Municipalities. Regional staff will meet with the Area Municipalities to further explore their interests. A copy of this report has been distributed to all Area Municipalities.

CORPORATE STRATEGIC PLAN:

The Report supports Focus Area 1.1. - Develop and implement an integrated funding program to support community-based environmental initiative, Focus Area 2.1.1 – Implement a sustainable Brownfield Program to promote the redevelopment of previously contaminated sites, and Focus Area 2.1.2 - Work with area municipalities to develop and implement a comprehensive strategy to promote intensification and reurbanization within existing urban areas.

FINANCIAL IMPLICATIONS:

Each of the proposed programs recommended in this report must be explored by staff strategically and with lessons learned from other municipalities to understand both the benefits and the potential financial liabilities to the Region. Accordingly, staff propose to explore these potential new initiatives in the context of pilot programs only. In addition, staff will identify the necessary amendments required to the Regional Reurbanization Community Improvement Program and determine the potential structure of any new programs. This will include identifying potential eligible costs for reimbursement, proposed site/development criteria for program eligibility and a recommended duration for any new pilot program.

These findings will form part of the report to be brought before Regional Council for consideration later in 2013.

OTHER DEPARTMENT CONSULTATIONS/CONCURRENCE:

Staff from Legal Services has been involved in the development of this report and will continue to be involved. This report has also been reviewed by Finance and Transportation and Environmental Services staff.

ATTACHMENTS:

NIL

PREPARED BY: *Phillip Caldwell*, Principal Planner/Brownfield Coordinator
Kevin Curtis, Manager, Reurbanization Planning
Rob Horne, Commissioner, Planning, Housing and Community Services

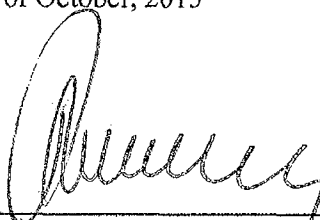
APPROVED BY: *Rob Horne*, Commissioner, Planning, Housing and Community Services

TAB 3D

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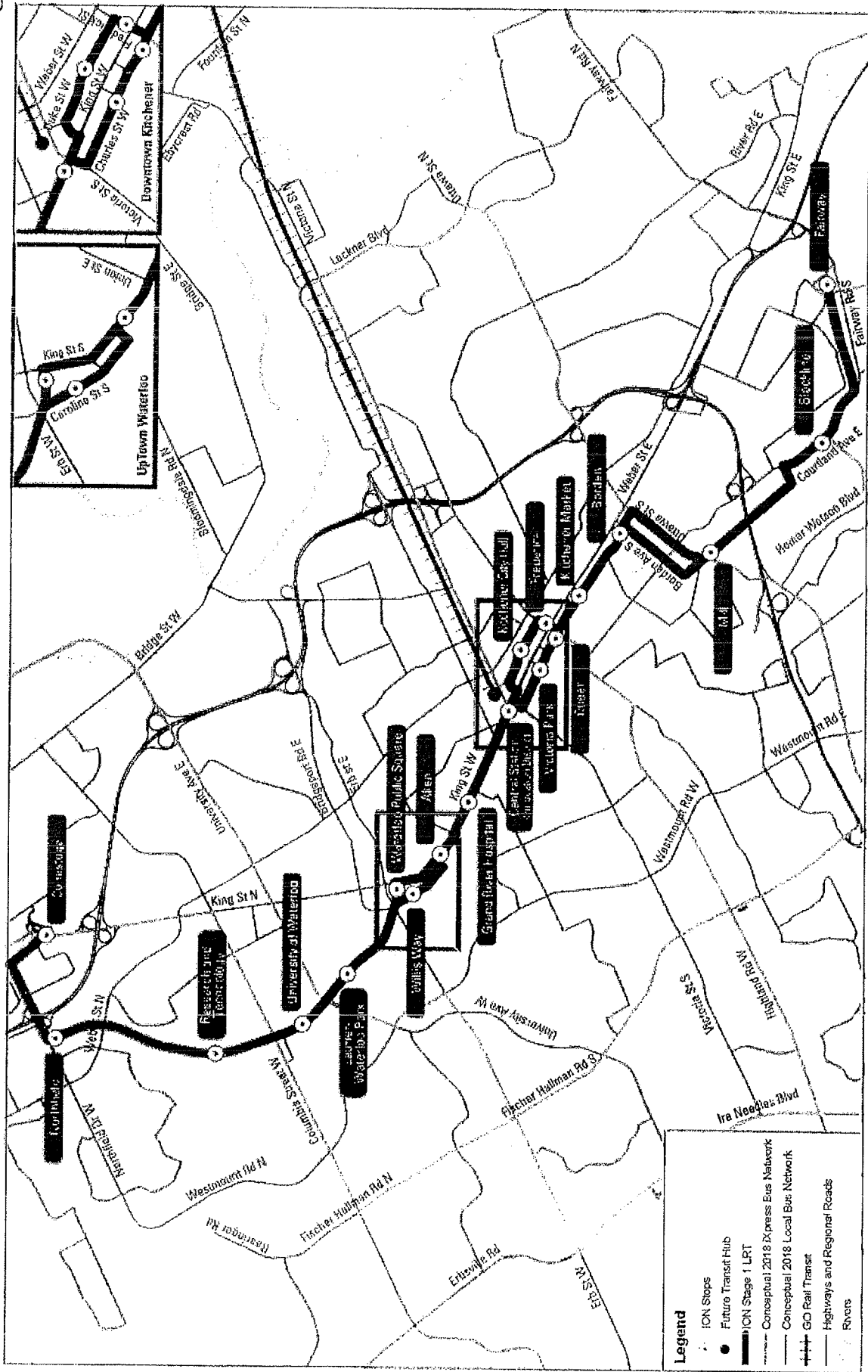
Christopher Pidgeon sworn before me, this

14 day of October, 2015



A COMMISSIONER FOR TAKING AFFIDAVITS

David R. Fedy



Legend

- ION Stops
- Future Transit Hub
- ION Stage 1 LRT
- Conceptual 2018 Express Bus Network
- Conceptual 2018 Local Bus Network
- GO Rail Transit
- Highways and Regional Roads
- Rivers

TAB 3E

This is Exhibit "E" referred to in the Affidavit of
Christopher Pidgeon sworn before me, this
14 day of October, 2015

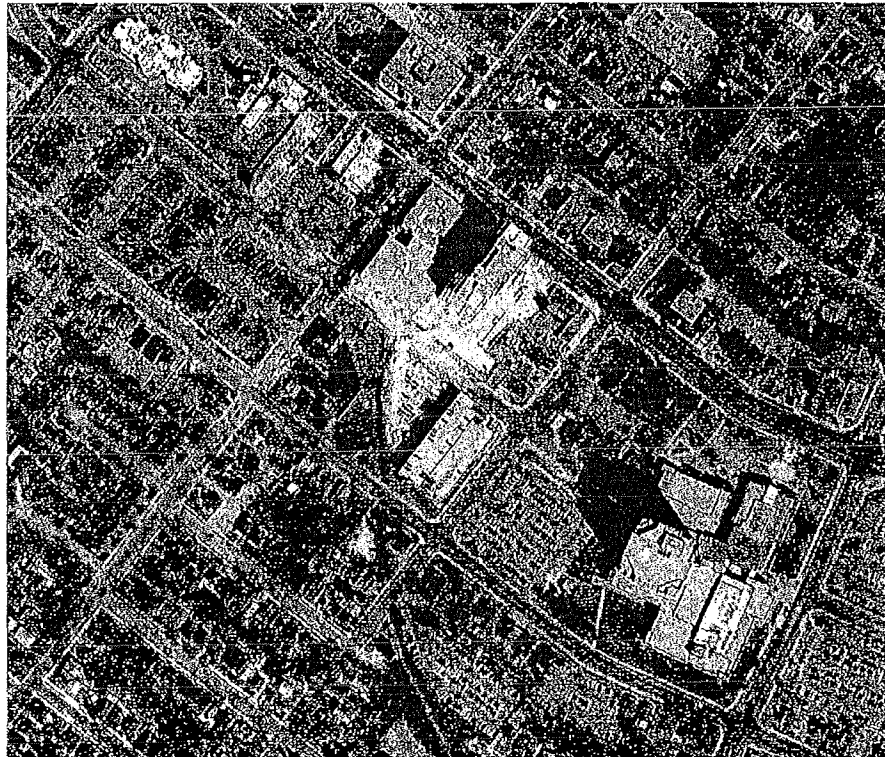


A COMMISSIONER FOR TAKING AFFIDAVITS

Paul R. Pedy



144 Park Tower 2, Waterloo Transportation Impact Study



Prepared for:
Mady Development Corp.

December 2011

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PROJECT SUMMARY

PROJECT NAME: 144 PARK – TOWER 2
TRANSPORTATION IMPACT STUDY

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CONSULTANT PROJECT MANAGER PHIL GRUBB, P.ENG.

REPORT DATE: DECEMBER 2011
PROJECT NUMBER: 111210

104



EXECUTIVE SUMMARY

CONTENT

Paradigm Transportation Solutions Ltd has prepared this Traffic Impact Study on behalf of Mady Development Corporation. This study has reviewed the traffic impacts associated with the proposed second tower of a residential development located at 144 Park Street, at the intersection of Park Street and Allen Street West in Waterloo, Ontario. The findings, conclusions and recommendations of this study are summarized below and outlined in more detail in the body of the report.

The proposed development consists of an 18-storey residential building with 4 ground-floor townhouse units and 190 upper-floor apartment units. The development will have one access on Park Street.

The report documents the net additional traffic that will occur as a result of the proposed residential development and estimates the impact of the traffic on the surrounding roadway network. The findings, conclusions and recommendations of this study are summarized below and outlined in more detail in the body of the report.

CONCLUSIONS

Based on the traffic projections and analyses contained in the report, it is concluded that a southbound left-turn lane with 15 metres of storage is warranted on Park Street at the site entrance based on Ministry of Transportation criteria. This will require some widening of the road within the existing right-of-way to accommodate this geometric improvement in addition to bike lanes and the through lanes. Also, it should be noted that the westbound movements at Park Street and Allen Street West operate at LOS F under existing, background and future conditions. However, a signal is not warranted at this intersection under future conditions. Likewise, the northbound left-turn movements at William Street West and Park Street operate at LOS F under existing, background and future conditions, but a signal is also not warranted at this intersection under future conditions. All v/c ratios are below 1.0 indicating that there is still adequate capacity at the above noted intersections.

The development will have a minimal impact on changes to the above noted conditions.

RECOMMENDATIONS

It is recommended that a southbound left-turn lane of 15 metres on Park Street at the development entrance be implemented. This will require some widening of the road to accommodate this geometric improvement. It is further recommended that the TDM measures that are feasible be implemented by the developer.



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1.0 INTRODUCTION

1.1 Background

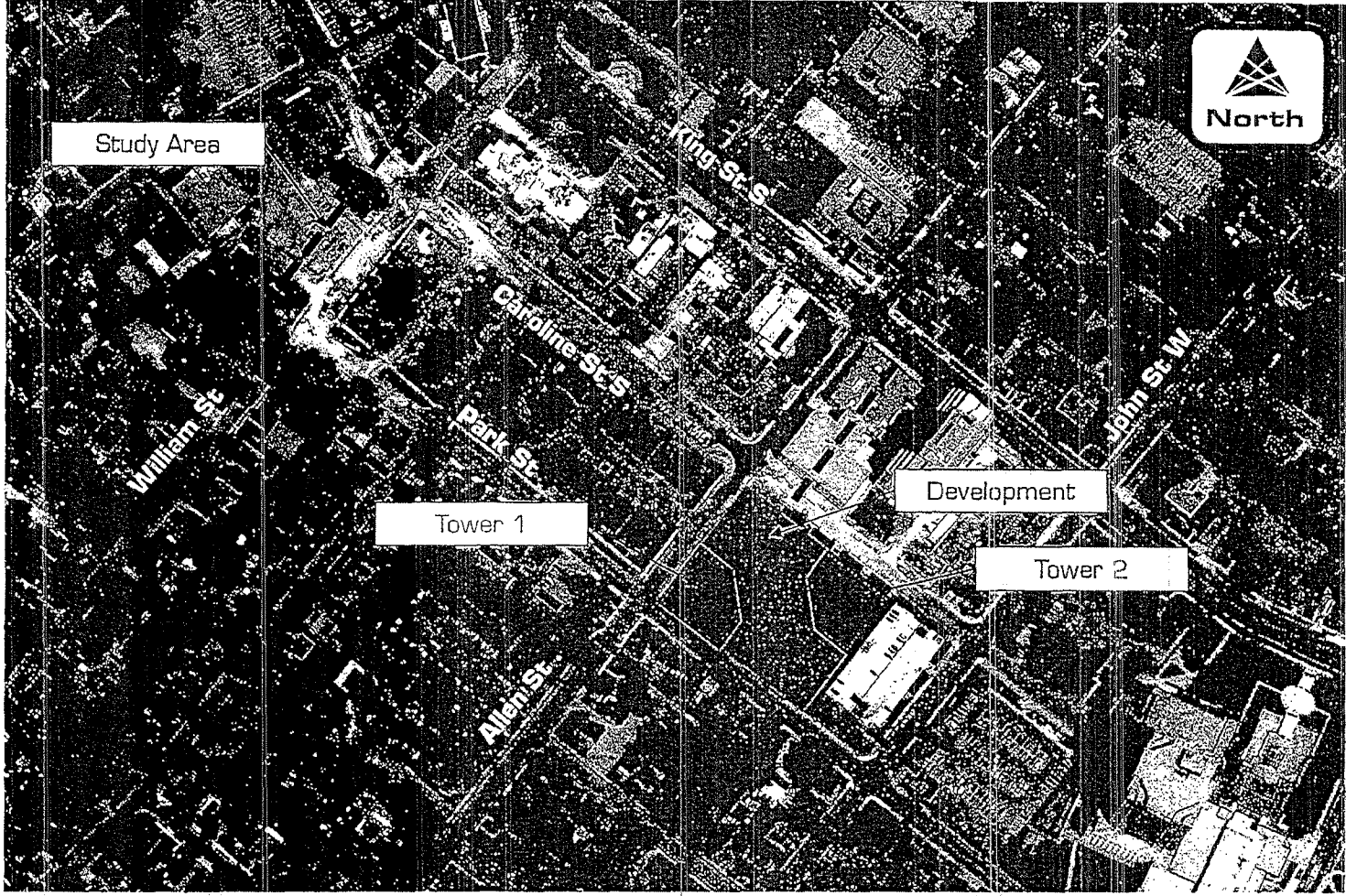
A Site Plan Application has been prepared for the second tower of a proposed residential development at 144 Park Street in Waterloo, Ontario (**Figure 1.1**). Tower 1 was previously approved by the City in 2008. The development will include an 18-storey apartment building with 4 ground-floor townhouse units and 190 apartment units. The access to this site will be on Park Street.

1.2 Purpose and Scope

Paradigm Transportation Solutions Limited was retained Mady Development Corporation to conduct a traffic impact study for the proposed development. The purpose of the study is to determine the impact of the development on the surrounding roadway network, particularly the intersections of

- ▶ William Street West and Caroline Street South,
- ▶ William Street West and Park Street,
- ▶ King Street South and Allen Street,
- ▶ Allen Street West and Caroline Street South,
- ▶ Park Street and Allen Street West,
- ▶ Park Street and John Street West, and
- ▶ The site access on Park Street.

The scope of the study includes determination of the current traffic and site conditions in the vicinity of the development, additional traffic that will be generated by the development, analyses of the impact of the traffic and development of recommendations on the measures required in order to accommodate this traffic in a satisfactory manner for a three-year planning horizon. The AM and PM peak hours were used for analysis in this report.



144 Park Tower 2, TIS

Figure 1.1

Location of Proposed Development





2.0 EXISTING CONDITIONS

This section documents current traffic conditions, operational deficiencies, and constraints experienced by the public traveling at the intersections within the study area.

2.1 Existing Roads within Study Area

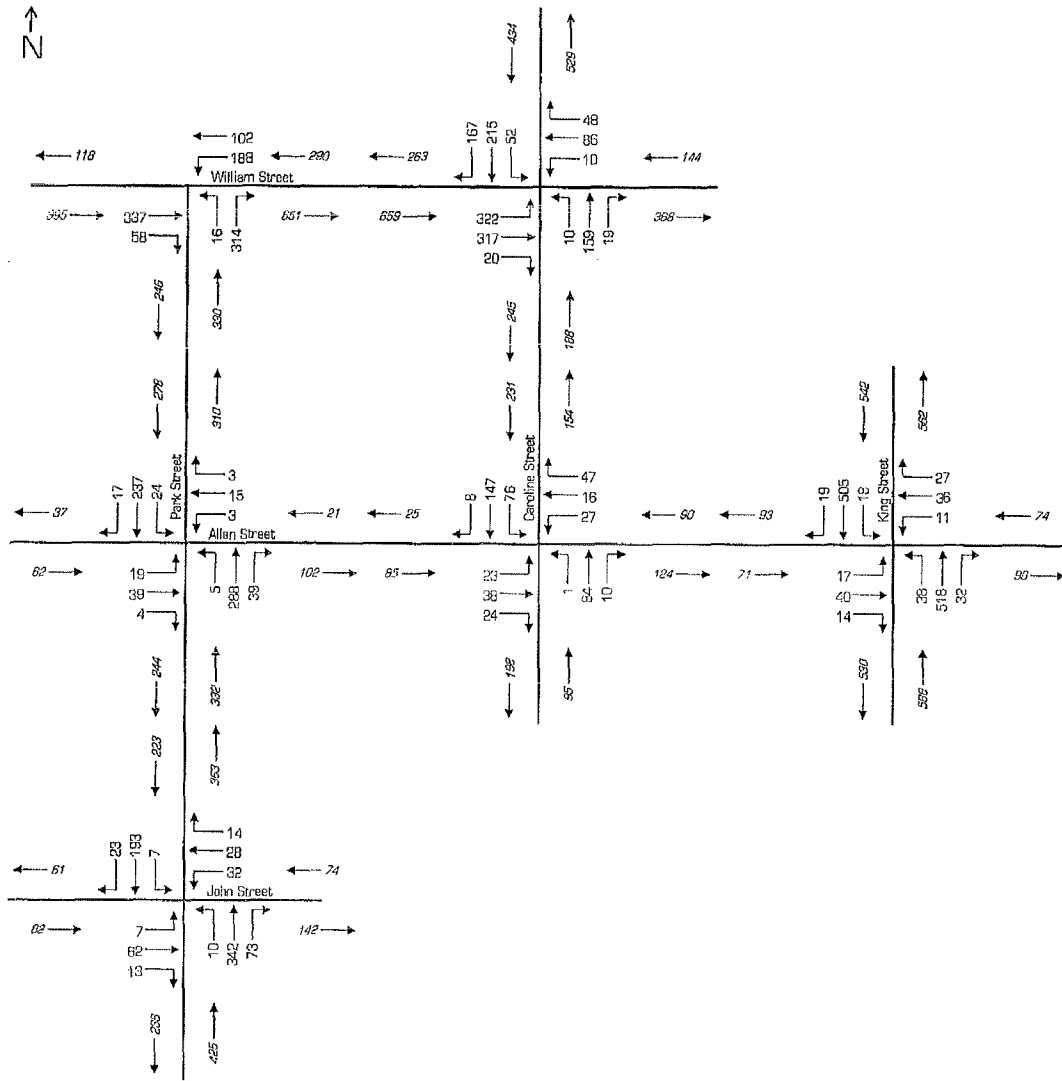
The location of the proposed development is at 144 Park Street, which is at the intersection of Park Street and Allen Street West. All streets within the study area are 2-lane roads, with the exception of King Street South, which is a 4-lane Regional Road. The intersections of William Street West and Caroline Street South, King Street South and Allen Street, and Park Street and John Street West are signalized. The speed limit on all roads within the study area is 50 km/h.

2.2 Existing Traffic Volumes

The turning movement counts for the intersections within the study area were updated by Paradigm on the following dates:

- ▶ William Street and Caroline Street – 5 October 2011
- ▶ Park Street and John Street – 6 October 2011
- ▶ King Street and Allen Street – 6 October 2011
- ▶ William Street and Park Street – 7 December 2011
- ▶ Park Street and Allen Street – 8 December 2011
- ▶ Caroline Street and Allen Street – 8 December 2011

The existing AM and PM peak hour traffic volumes are shown in **Figure 2.1a**, and **Figure 2.1b** respectively.

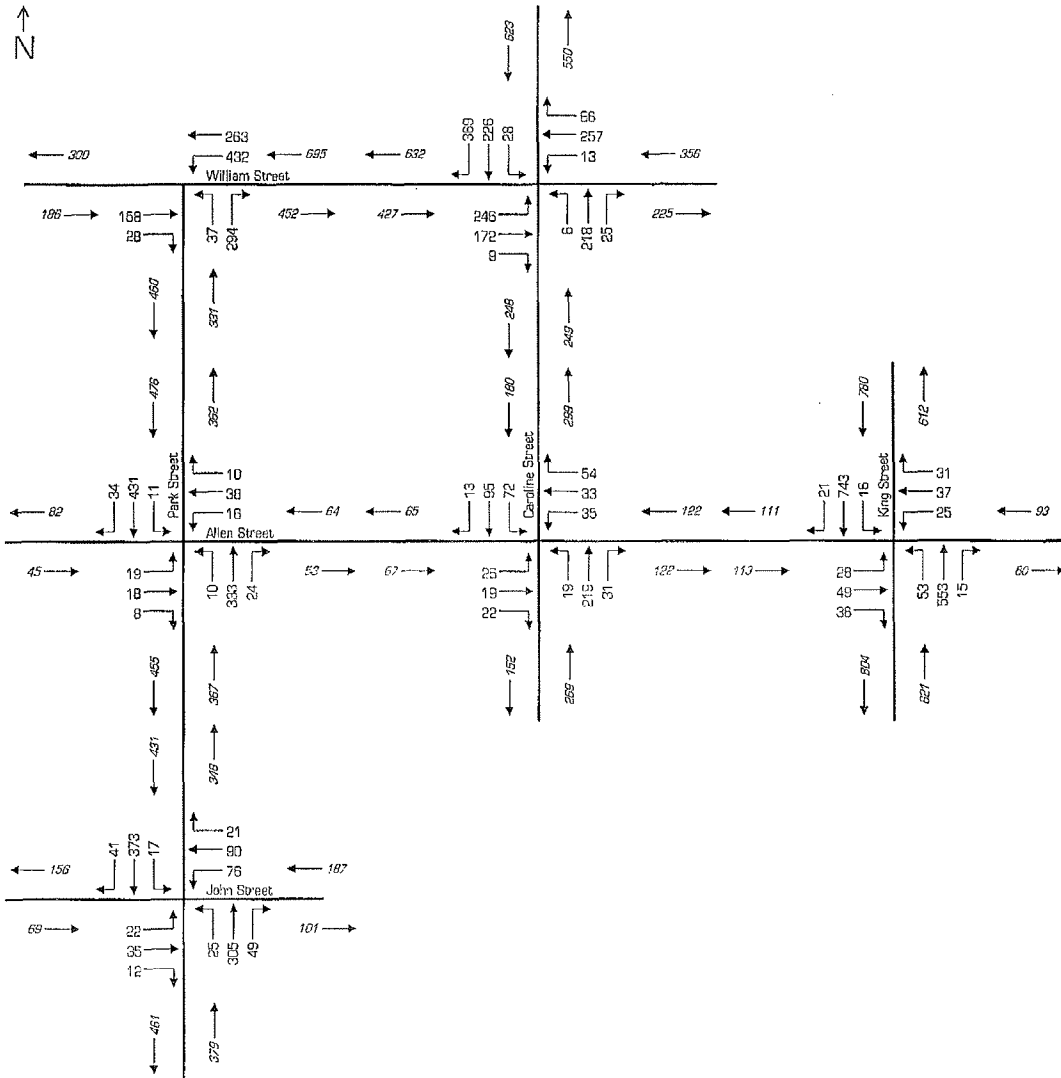


144 Park Tower 2, TIS

Figure 2.1a



AM Peak Hour Existing Traffic Volumes



144 Park Tower 2, TIS

Figure 2.1b



PM Peak Hour Existing Traffic Volumes



2.3 Existing Traffic Operations

Intersection level of service (LOS) is a recognized method of quantifying the average delay experienced by traffic at intersections. It is based on the delay experienced by individual vehicles executing the various movements. The delay is related to the number of vehicles desiring to make a particular movement, compared to the estimated capacity for that movement. The capacity is based on a number of criteria related to the opposing traffic flows and intersection geometry.

The highest possible rating is LOS A, under which the average total delay is equal or less than 10.0 seconds per vehicle. When the average delay exceeds 80 seconds for signalized intersections or 50 seconds for unsignalized intersections, the movement is classed as LOS F and remedial measures are usually implemented, if they are feasible. LOS E is usually used as a guideline for the determination of road improvement needs on through lanes, while LOS F is may be acceptable for left-turn movements at peak times, depending on delays.

The operations of intersections in the study area were evaluated using the existing turning movement volumes for the AM and PM peak hours illustrated in **Figure 2.1a** and **Figure 2.1b** respectively and existing signal timings, which were provided by the Region of Waterloo.

The intersection analysis considered two separate measures of performance:

- ▶ The volume to capacity ratio for each intersection; and
- ▶ The level of service (LOS) for each turning movement which is based on the average control delay per vehicle.

The existing intersection operations are summarized in **Table 2.1** indicating the existing levels of service and volume to capacity ratios experienced within the study area, for the AM and PM peak hours. Based on the above criteria, it was found that the northbound left-turn movement on Park Street at William Street West experiences LOS F during the PM peak hour. Detailed Synchro v7 analyses are provided in **Appendix A**.



TABLE 2.1: BASE YEAR PEAK HOUR TRAFFIC OPERATIONS

Analysis Period	Intersection	Control Type	MOE	Direction / Movement / Approach																OVERALL	
				Eastbound				Westbound				Northbound				Southbound					
				LEFT	THROUGH	RIGHT	APPROACH	LEFT	THROUGH	RIGHT	APPROACH	LEFT	THROUGH	RIGHT	APPROACH	LEFT	THROUGH	RIGHT	APPROACH		
AM Peak Hour	1 - William Street & Caroline Street	Signal	LDS	B	A	A	B	C	B	B	B	C	C	C	C	C	C	A	C	B	
			Delay	12	10	10	11	20	17	17	17	25	25	25	25	32	32	5	21	17	
			V/C	0.51	0.39	0.39		0.03	0.27	0.27		0.46	0.46	0.46		0.65	0.65	0.33			
	2 - William Street & Park Street	TWSC	LDS		A	A	A	A	A			A	C		C	C					
			Delay	0	0	0	0	9	0			6	21	17	17						7
			V/C		0.26	0.26		0.19	0.07			0.07		0.54							
	3 - Allen Street & King Street	Signal	LDS	B	B	B	B	B	B	A	B	A	A	A	A	A	A	A	A	B	
			Delay	16	16	16	16	18	18	7	14	10	10	10	10	10	10	10	10	10	11
			V/C	0.16	0.16	0.16		0.10	0.10	0.06		0.38	0.38	0.38		0.34	0.34	0.34			
	4 - Allen Street & Caroline Street	AWSC	LDS	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	
			Delay	9	9	9	9	8	8	8	8	8	8	8	8	8	10	10	10	10	9
			V/C	0.13	0.13	0.13		0.13	0.13	0.13		0.14	0.14	0.14		0.33	0.33	0.33			
	5 - Allen Street & Park Street	TWSC	LDS	C	C	C	C	C	C	C	C	A	A	A	A	A	A	A	A	A	
			Delay	19	19	19	19	17	17	17	17	0	0	0	0	1	1	1	1	1	3
			V/C	0.21	0.21	0.21		0.07	0.07	0.07		0.00	0.00	0.00		0.02	0.02	0.02			
	6 - John Street & Park Street	Signal	LDS	C	C	C	C	C	B	B	B	A	A	A	A	A	A	A	A	A	
			Delay	20	20	20	20	20	15	15	18	4	6	5	6	4	4	4	4	4	B
			V/C	0.30	0.30	0.30		0.14	0.15	0.15		0.01	0.40	0.40		0.02	0.21	0.21			
PM Peak Hour	1 - William Street & Caroline Street	Signal	LDS	B	A	A	B	B	C	C	C	C	C	C	C	C	A	B	B		
			Delay	15	10	10	13	19	27	27	26	29	29	29	29	30	30	6	19	19	
			V/C	0.57	0.21	0.21		0.09	0.61	0.61		0.55	0.55	0.55		0.55	0.55	0.55			
	2 - William Street & Park Street	TWSC	LDS		A	A	A	A	A			A		B	C						
			Delay	0	0	0	0	9	0			6	69	12	18						8
			V/C		0.12	0.12		0.35	0.17			0.43		0.98							
	3 - Allen Street & King Street	Signal	LDS	C	C	C	C	C	C	A	B	A	A	A	A	B	B	B	B	B	
			Delay	20	20	20	20	23	23	8	18	10	10	10	10	11	11	11	11	11	12
			V/C	0.28	0.28	0.28		0.15	0.15	0.07		0.42	0.42	0.42		0.46	0.46	0.46			
	4 - Allen Street & Caroline Street	AWSC	LDS	A	A	A	A	A	A	A	A	B	B	B	B	A	A	A	A	A	
			Delay	9	9	9	9	9	9	9	9	11	11	11	11	10	10	10	10	10	10
			V/C	0.11	0.11	0.11		0.19	0.19	0.19		0.39	0.39	0.39		0.27	0.27	0.27			
	5 - Allen Street & Park Street	TWSC	LDS	D	D	D	D	D	D	D	D	A	A	A	A	A	A	A	A	A	
			Delay	25	25	25	25	26	26	26	26	0	0	0	0	0	0	0	0	0	3
			V/C	0.22	0.22	0.22		0.29	0.29	0.29		0.01	0.01	0.01		0.01	0.01	0.01			
	6 - John Street & Park Street	Signal	LDS	B	B	B	B	C	B	B	C	A	A	A	A	A	A	A	A	A	
			Delay	19	19	19	19	22	18	18	20	5	6	6	6	5	6	6	6	6	9
			V/C	0.26	0.26	0.26		0.30	0.33	0.33		0.05	0.34	0.34		0.03	0.40	0.40			



3.0 DEVELOPMENT CONCEPT

The proposed development consists of an 18-storey residential building with 4 ground-floor townhouse units and 190 upper-floor apartment units. The development will access Park Street and will have a parking structure. There will be a section of the parking structure that will access Caroline Street that is replacing an existing parking lot at the same site and therefore will produce no net traffic. The proposed site plan is shown in **Figure 3.1**.

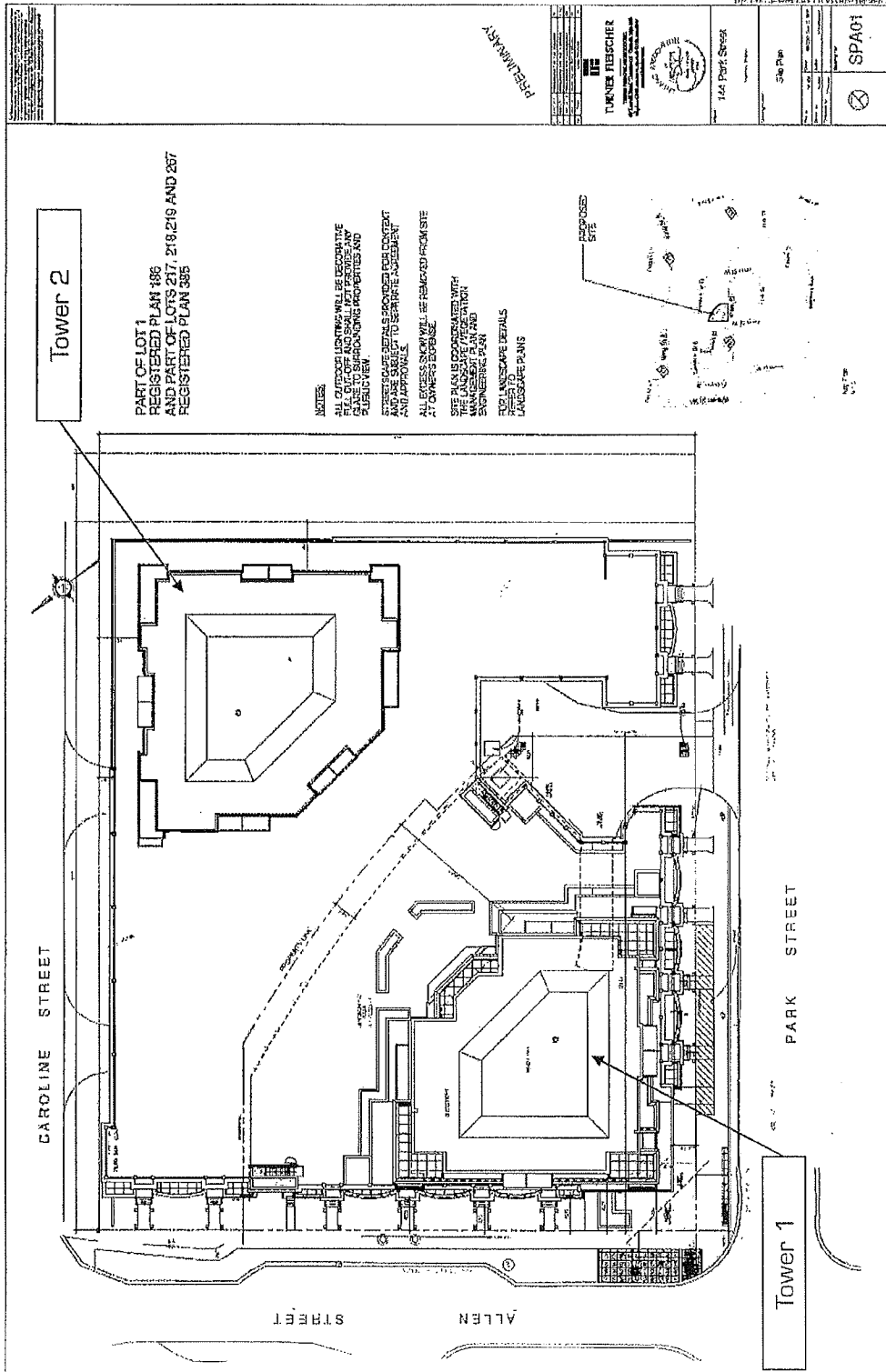


Figure 3.1

Development Concept

144 Park Tower 2, TIS





4.0 EVALUATION OF FUTURE TRAFFIC CONDITIONS

The assessment of future traffic conditions contained in this section includes estimates of future background and total traffic and analysis for a five-year planning horizon, in order to adequately identify the impacts of the development. The likely future traffic volumes in the vicinity of the development will consist of increased non-site traffic volumes (background traffic and traffic from other developments) and the traffic generated by the proposed development (site traffic).

4.1 Background Traffic Growth

The non-site traffic increase is generalized traffic growth in the Region of Waterloo. This is anticipated to follow the average increase in population within the area and is estimated to be 2% per annum. The increases in background traffic are forecasted for a five-year horizon and are shown in **Figure 4.1a** and **Figure 4.1b** for the AM and PM peak hour respectively.

4.2 Traffic from Other Planned Developments

There are 2 planned and approved developments in the vicinity of Tower 2 of the Mady Development Waterloo: the Alexandra Apartments (on Alexandra near Caroline) and Tower 1 of the Mady Development (144 Park Street). The projected traffic from these developments (as identified in their respective traffic impact studies) is taken into account in developing the background traffic. For reference, the traffic volumes from these other developments are included in **Appendix B, Figure 4.2a** and **Figure 4.2b** show the background traffic volumes after the addition of the traffic from the other two developments for the AM and PM peak hours respectively.

4.3 Background Traffic Operations

Based on the estimated volumes shown in **Figure 4.2a** and **Figure 4.2b**, operations analyses have been conducted using Synchro 7 for the future background traffic conditions. The detailed Synchro reports are included in **Appendix C, Table 4.1** summarizes the future background traffic operations. The signal timings were optimized using Synchro. The analysis indicates that in addition to the poorly operating movement in the existing conditions, the westbound movements on Allen Street at Park Street will operate at LOS E during the PM peak hour in the future. The v/c ratio is less than 1.0 indicating that there will be adequate future capacity.

4.4 Development Traffic Generation

To determine the traffic that will be generated by the development, the rates provided by the ITE Trip Generation Manual for Apartment Building (Code 220) and Residential Townhouse/Condominium (Code 230) were used. The development is expected to generate 99 and 120 total trips in the AM and PM peak hours, respectively. **Table 4.2** summarizes the estimated trip generation.

In preparing the traffic assignment, travel distribution assumptions from the Grand River Hospital and Clarica Transportation Demand Study were used, as they were for the TIS for the nearby Bauer Buildings. The traffic generated by the development in the AM and PM peak hour is shown in **Figure 4.3a** and **Figure 4.3b**



The total trips expected in the horizon year, which is the addition of the development traffic to the background traffic (including traffic from other planned developments) are shown below in **Figure 4.4a** and **Figure 4.4b** for the AM and PM peak hours respectively.

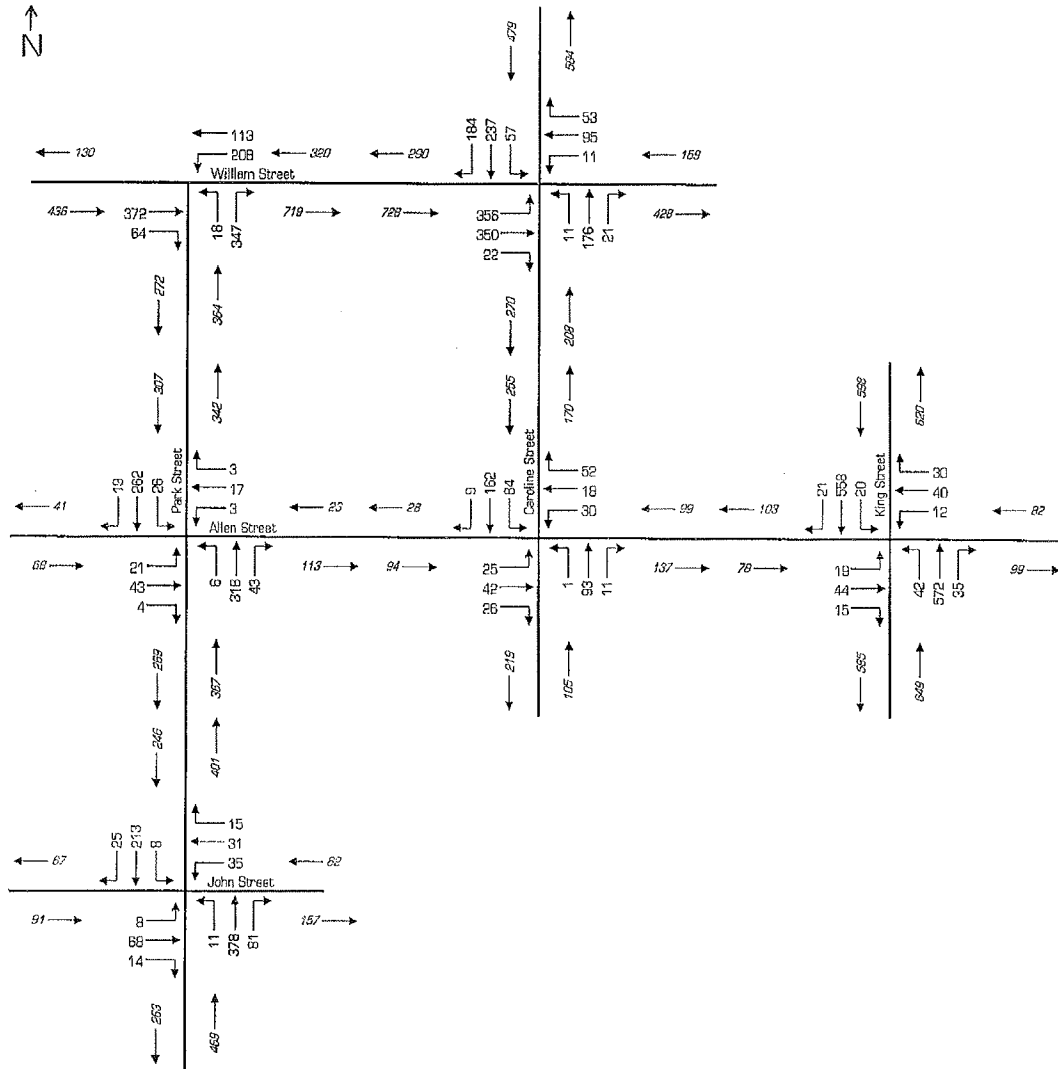
TABLE 4.1: BACKGROUND TRAFFIC OPERATIONS

Analysis Period	Intersection	Control Type	MOE	Direction / Movement / Approach																OVERALL
				Eastbound				Westbound				Northbound				Southbound				
				LEFT	THROUGH	RIGHT	APPROACH	LEFT	THROUGH	RIGHT	APPROACH	LEFT	THROUGH	RIGHT	APPROACH	LEFT	THROUGH	RIGHT	APPROACH	
AM Peak Hour	1 - William Street & Caroline Street	Signal	LOS	B	B	B	B	C	B	B	B	C	C	C	C	D	D	A	C	B
			Delay	13	11	11	12	21	19	19	19	27	27	27	27	42	42	5	2B	19
			V/C	0.58	0.44	0.44		0.04	0.33	0.33		0.51	0.51	0.51		0.80	0.80	0.38		
	2 - William Street & Park Street	TWSC	LOS	A	A	A	A	A	A	A	A	A	D	C	C					
			Delay		0	0	0	9	0			6	27		21	22				9
			V/C		0.29	0.29		0.23	0.07			0.14		0.65						
	3 - Allen Street & King Street	Signal	LOS	B	B	B	B	B	B	A	B	B	B	B	B	A	A	A	A	B
			Delay	17	17	17	17	18	18	7	14	11	11	11	11	10	10	10	10	11
			V/C	0.20	0.20	0.20		0.11	0.11	0.06		0.43	0.43	0.43		0.39	0.39	0.39		
	4 - Allen Street & Caroline Street	AWSC	LOS	A	A	A	A	A	A	A	A	A	A	A	A	A	B	B	B	A
			Delay	9	9	9	9	9	9	9	9	9	9	9	9	11	11	11	11	10
			V/C	0.13	0.13	0.13		0.13	0.13	0.13		0.14	0.14	0.14		0.33	0.33	0.33		
	5 - Allen Street & Park Street	TWSC	LOS	C	C	C	C	C	C	C	C	A	A	A	A	A	A	A	A	
			Delay	23	23	23	23	21	21	21	21	0	0	0	0	1	1	1	1	3
V/C			0.28	0.28	0.28		0.11	0.11	0.11		0.01	0.01	0.01		0.03	0.03	0.03			
6 - John Street & Park Street	Signal	LOS	C	C	C	C	C	B	B	B	A	A	A	A	A	A	A	A	A	
		Delay	20	20	20	20	20	14	14	17	4	7	7	7	5	5	5	5	8	
		V/C	0.33	0.33	0.33		0.16	0.17	0.17		0.02	0.45	0.45		0.09	0.26	0.26			
7 - Park Street & Development Driveway	TWSC	LOS					B	B	B	B	A	A	A	A	A	A	A	A		
		Delay					14	14	14	14	0	0	0	0	0	0	0	0	1	
		V/C					0.15		0.15			0.25	0.25		0.01	0.01				
PM Peak Hour	1 - William Street & Caroline Street	Signal	LOS	C	A	A	B	C	D	D	D	C	C	C	C	C	C	C	C	B
			Delay	20	10	10	16	22	36	36	36	31	31	31	31	33	33	6	17	23
			V/C	0.71	0.24	0.24		0.04	0.76	0.76		0.62	0.62	0.62		0.65	0.65	0.60		
	2 - William Street & Park Street	TWSC	LOS		A	A	A	A	A		A	A	B	B	B	D				
			Delay		0	0	0	10	0		6	145		13	28					11
			V/C		0.14	0.14		0.41	0.18			0.78		0.48						
	3 - Allen Street & King Street	Signal	LOS	C	C	C	C	C	C	A	B	B	B	B	B	B	B	B	B	B
			Delay	21	21	21	21	23	23	8	18	13	13	13	13	13	13	13	13	14
			V/C	0.33	0.33	0.33		0.18	0.18	0.08		0.56	0.56	0.56		0.59	0.59	0.59		
	4 - Allen Street & Caroline Street	AWSC	LOS	A	A	A	A	A	A	A	A	B	B	B	B	A	A	A	A	B
			Delay	9	9	9	9	10	10	10	10	12	12	12	12	10	10	10	10	11
			V/C	0.13	0.13	0.13		0.23	0.23	0.23		0.45	0.45	0.45		0.32	0.32	0.32		
	5 - Allen Street & Park Street	TWSC	LOS	D	D	D	D	E	E	E	E	A	A	A	A	A	A	A	A	
			Delay	34	34	34	34	41	41	41	41	0	0	0	0	0	0	0	0	5
V/C			0.33	0.33	0.33		0.48	0.48	0.48		0.02	0.02	0.02		0.01	0.01	0.01			
6 - John Street & Park Street	Signal	LOS	C	C	C	C	C	B	B	C	A	A	A	A	A	A	A	A	A	
		Delay	20	20	20	20	23	18	18	20	5	6	6	6	5	7	7	7	10	
		V/C	0.32	0.32	0.32		0.34	0.42	0.42		0.06	0.40	0.40		0.05	0.45	0.45			
7 - Park Street & Development Driveway	TWSC	LOS					C	C	C	C	A	A	A	A	A	A	A	A		
		Delay					18		18	18	0	0	0	0	0	0	0	0	1	
		V/C					0.12		0.12			0.30	0.30		0.03	0.03				



TABLE 4.2: TRIP GENERATION

Development Type	Units	AM Peak			PM Peak				
		Rate per Unit	Total	In	Out	Rate per Unit	Total	In	Out
220 - Apartment Building	190	0.51	97	19	78	0.62	118	77	41
230 - Residential Condominium/Townhouse	4	0.44	2	0	2	0.52	2	1	1
Total Generation			99	19	80		120	78	42

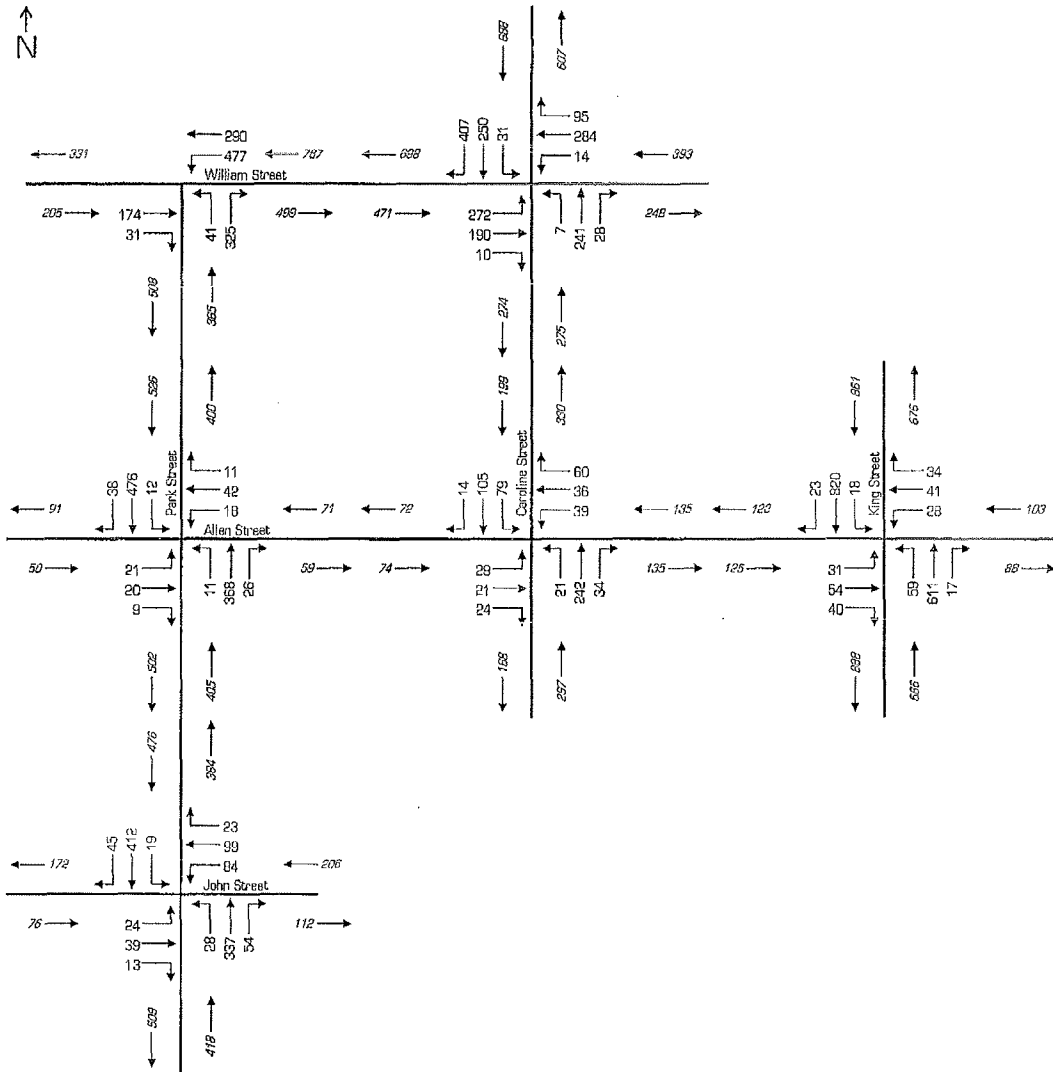


144 Park Tower 2, TIS

Figure 4.1a



**AM Peak Hour
Future Background Traffic Volumes**

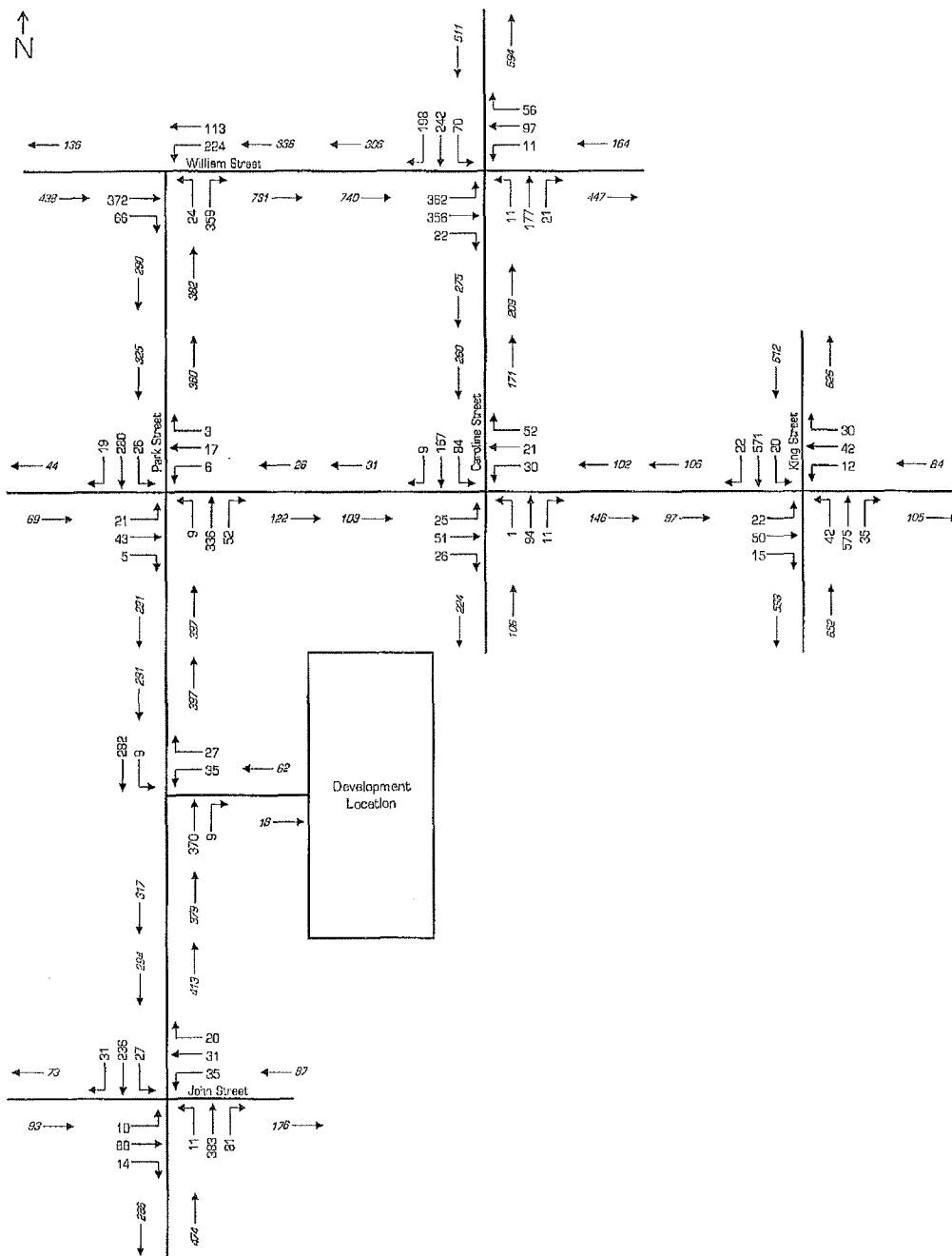


144 Park Tower 2, TIS

Figure 4.1b



**PM Peak Hour
Future Background Traffic Volumes**

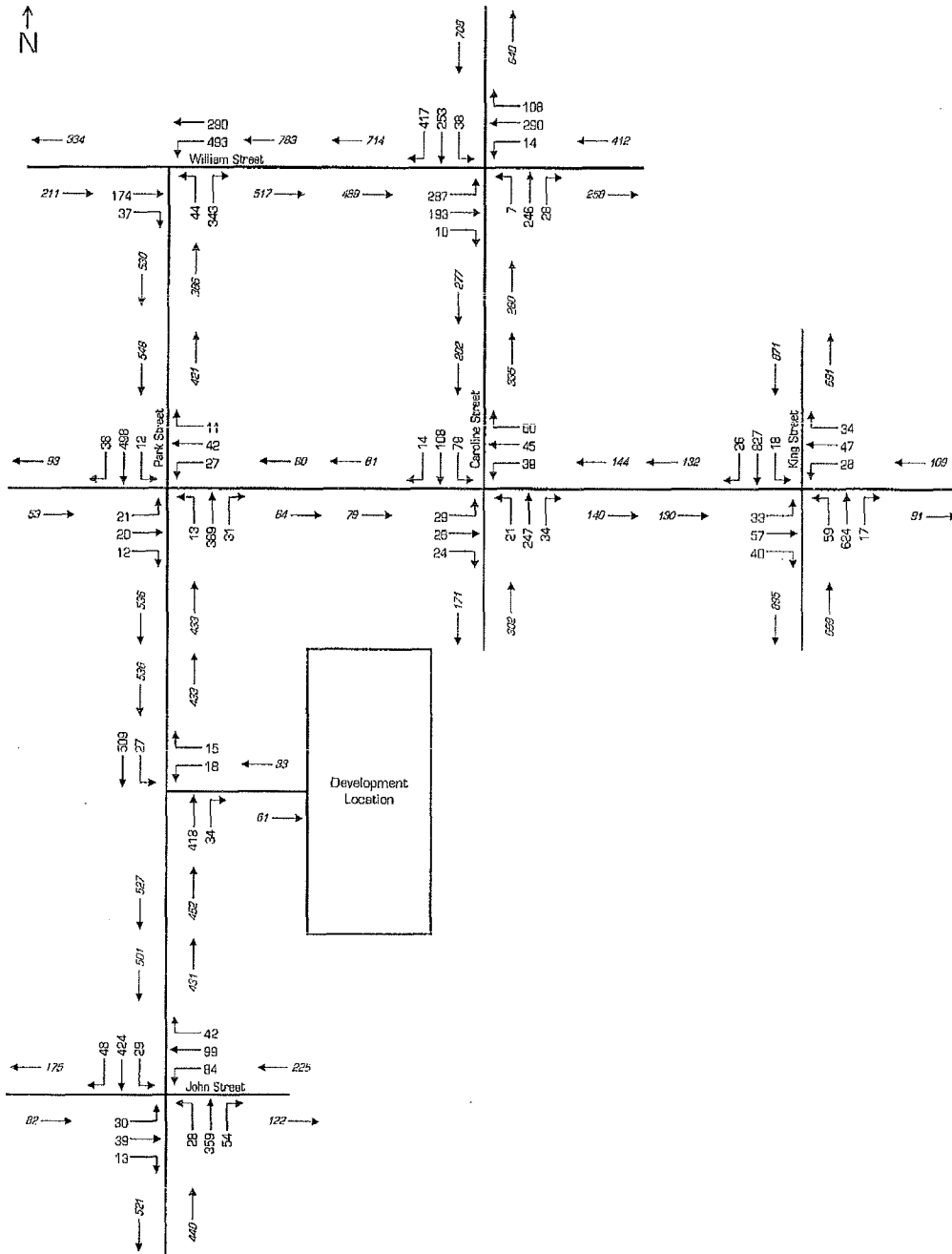


144 Park Tower 2, TIS

Figure 4.2a



AM Peak Hour Future Background plus Other Development Traffic Volumes

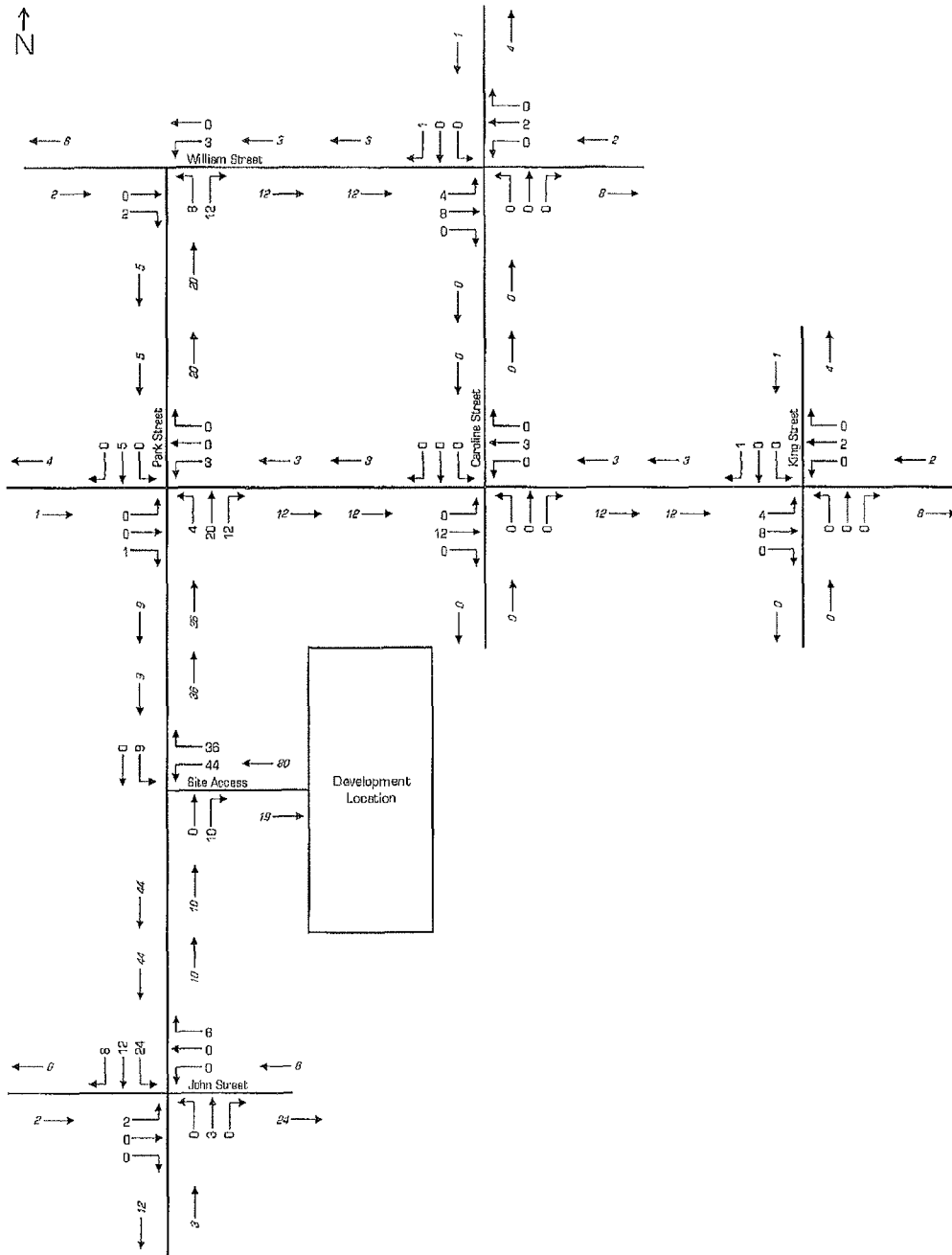


144 Park Tower 2, TIS

Figure 4.2b



**PM Peak Hour Future Background
plus Other Development Traffic Volumes**

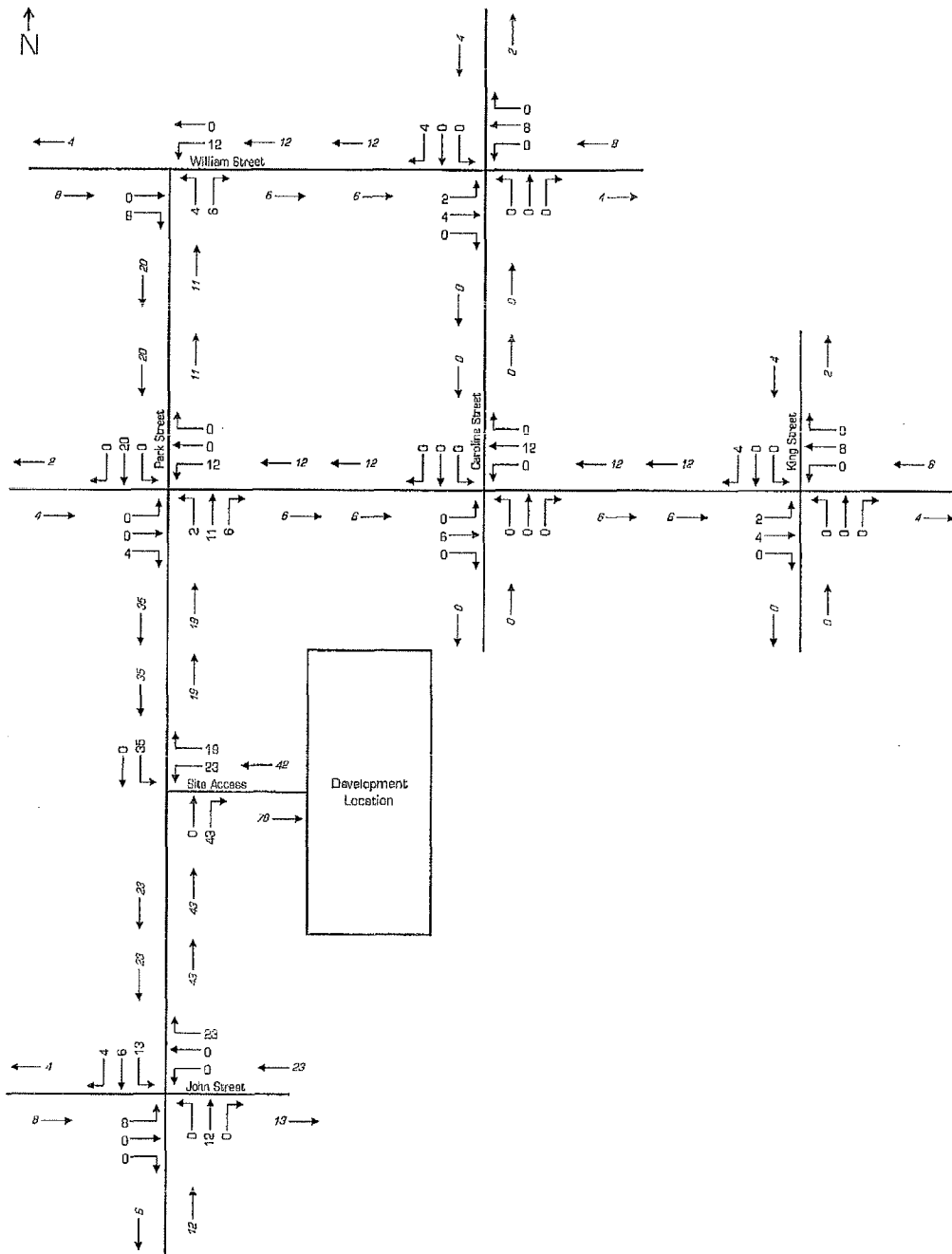


144 Park Tower 2, TIS

Figure 4.3a



AM Peak Hour Development Traffic Volumes

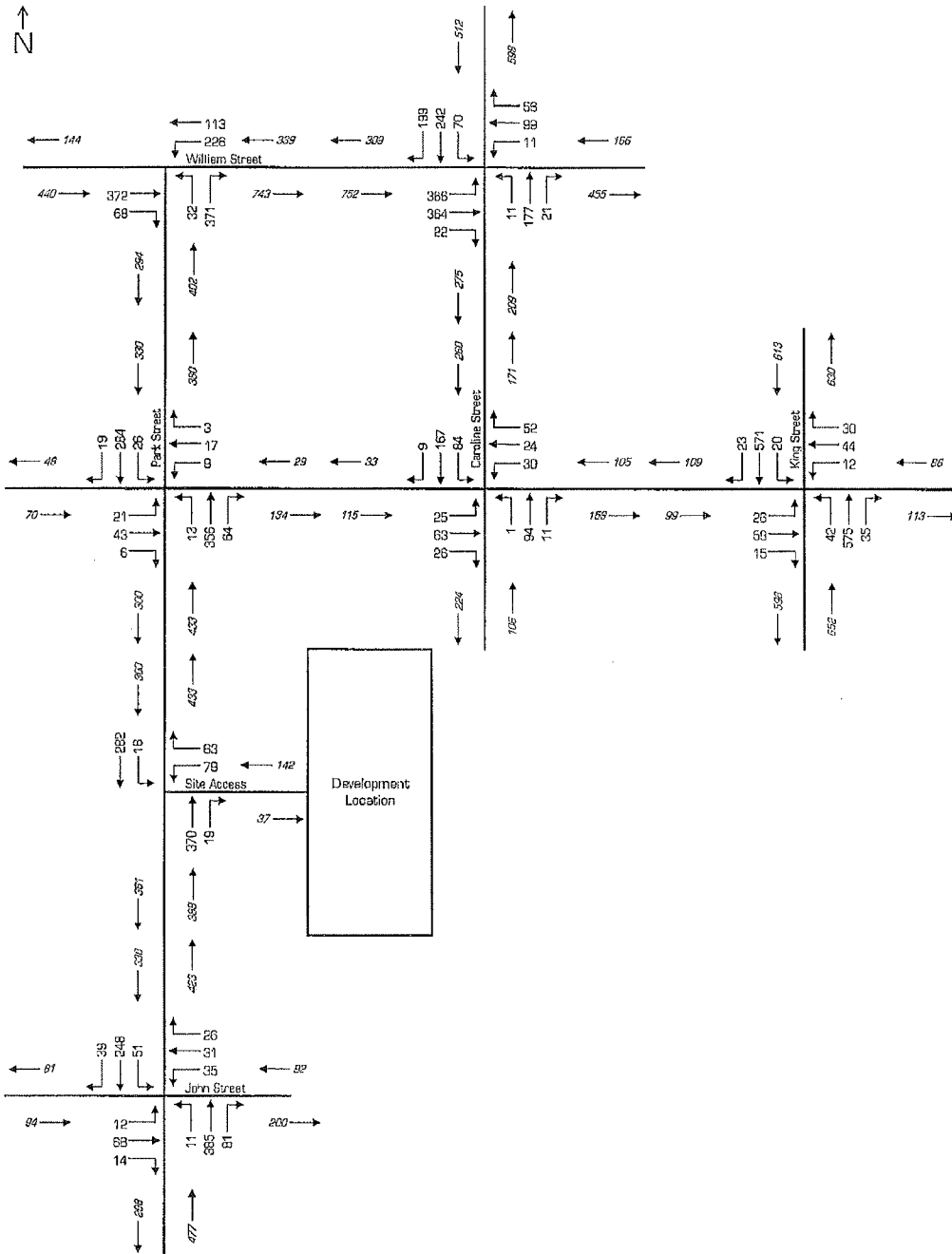


144 Park Tower 2, TIS

Figure 4.3b



PM Peak Hour Development Traffic Volumes

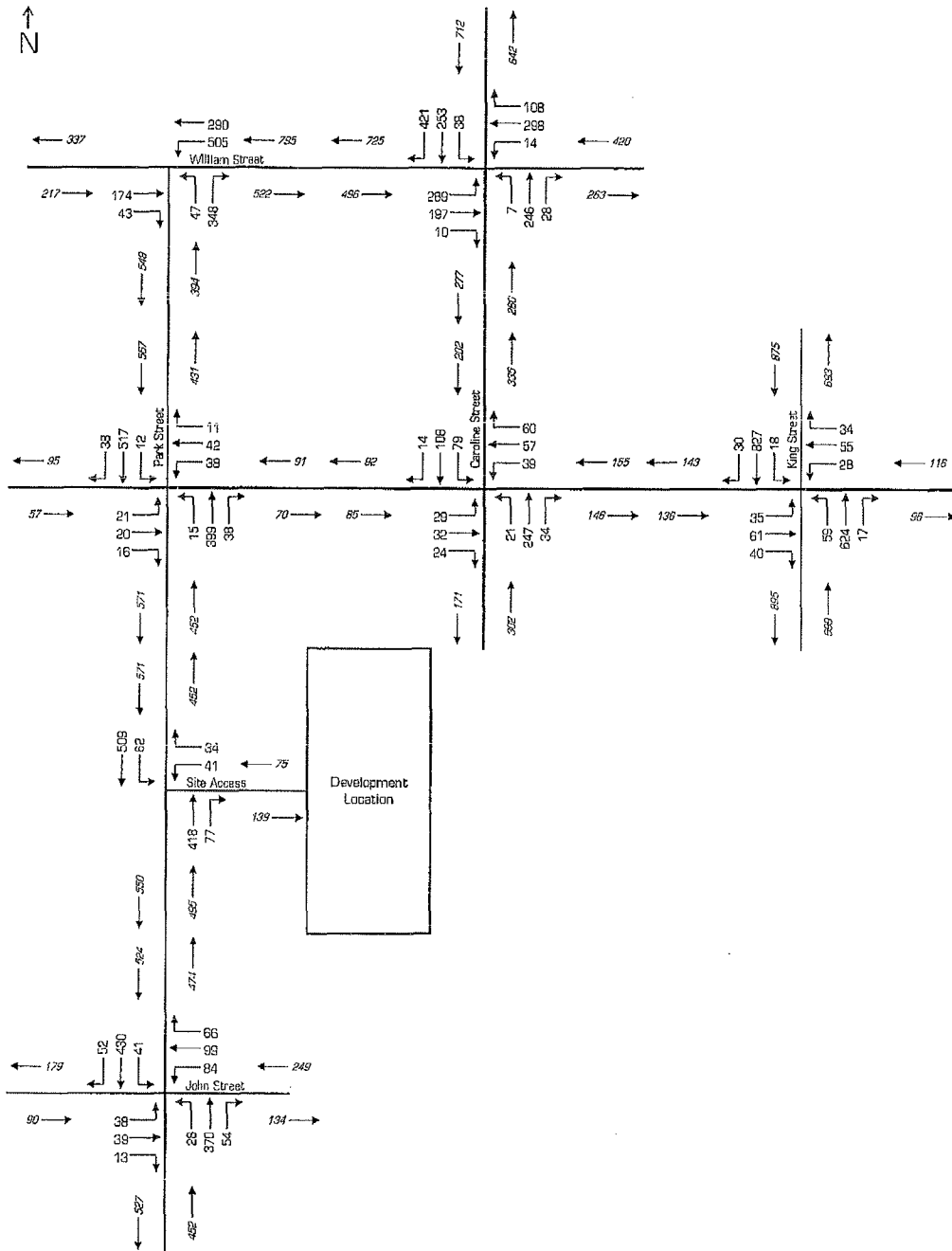


144 Park Tower 2, TIS

Figure 4.4a



AM Peak Hour Future Total Traffic Volumes



144 Park Tower 2, TIS

Figure 4.4b



PM Peak Hour Future Total Traffic Volumes



4.5 Future Traffic Operations

Based on the estimated volumes shown in **Figure 4.4a** and **Figure 4.4b** LOS analyses have been conducted using Synchro 7 for the AM and PM peak hour conditions for the intersections in the study area, assuming optimization of signal timings and no other improvements to the road network.

A summary of the LOS conditions is provided in **Table 4.3** and detailed Synchro reports can be found in **Appendix D**. The total future traffic will operate similarly to the background traffic conditions with the eastbound and westbound movements on Allen Street at Park Street increasing to LOS E and LOS F during the PM peak hour, respectively. V/C ratios for all movements will be less than 1.0 indicating that there is adequate capacity at the intersection.



TABLE 4.3: TOTAL FUTURE TRAFFIC OPERATIONS

Analysis Period	Intersection	Control Type	MOE	Direction / Movement / Approach																
				Eastbound				Westbound				Northbound				Southbound				OVERALL
				LEFT	THROUGH	RIGHT	APPROACH	LEFT	THROUGH	RIGHT	APPROACH	LEFT	THROUGH	RIGHT	APPROACH	LEFT	THROUGH	RIGHT	APPROACH	
AM Peak Hour	1 - William Street & Caroline Street	Signal	LOS	B	B	B	B	C	C	C	C	C	C	C	C	D	D	A	C	B
			Delay	13	11	11	12	21	20	20	20	27	27	27	27	42	42	5	28	19
			V/C	0.59	0.45	0.45		0.04	0.33	0.33		0.51	0.51	0.51		0.80	0.80	0.38		
	2 - William Street & Park Street	TWSC	LOS	A	A	A	A	A	A	A	A	A	D	C	C					
			Delay	0	0	0	0	9	0		6	29		22	23					10
			V/C	0.29	0.29			0.23	0.07			0.19		0.68						
	3 - Allen Street & King Street	Signal	LOS	B	B	B	B	B	B	A	B	B	B	B	B	B	A	A	A	B
Delay			18	18	18	18	18	18	7	14	11	11	11	11	10	10	10	10	11	
V/C			0.22	0.22	0.22		0.11	0.11	0.06		0.43	0.43	0.43		0.39	0.39	0.39			
4 - Allen Street & Caroline Street	AWSC	LOS	A	A	A	A	A	A	A	A	A	A	A	A	A	B	B	B	A	
		Delay	9	9	9	9	9	9	9	9	9	9	9	9	11	11	11	11	10	
		V/C	0.18	0.18	0.18		0.16	0.16	0.16		0.16	0.16	0.16		0.38	0.38	0.38			
5 - Allen Street & Park Street	TWSC	LOS	D	D	D	D	C	C	C	C	A	A	A	A	A	A	A	A	A	
		Delay	25	25	25	25	23	23	23	23	0	0	0	0	1	1	1	1	3	
		V/C	0.30	0.30	0.30		0.14	0.14	0.14		0.01	0.01	0.01		0.03	0.03	0.03			
6 - John Street & Park Street	Signal	LOS	C	C	C	C	C	B	B	B	A	A	A	A	A	A	A	A	A	
		Delay	20	20	20	20	20	13	13	16	4	7	7	7	6	5	5	5	8	
		V/C	0.34	0.34	0.34		0.16	0.19	0.19		0.02	0.46	0.46		0.13	0.28	0.28			
7 - Park Street & Development Driveway	TWSC	LOS					C	C	C	C	A	A	A	A	A	A	A	A	A	
		Delay					16	16	16	16	0	0	0	0	0	0	0	0	3	
		V/C					0.31	0.31	0.31		0.25	0.25			0.02	0.02				
PM Peak Hour	1 - William Street & Caroline Street	Signal	LOS	C	A	A	B	C	D	D	D	C	C	C	C	C	C	C	A	B
			Delay	21	10	10	17	22	37	37	37	31	31	31	31	33	33	6	17	23
			V/C	0.73	0.25	0.25		0.04	0.78	0.78		0.62	0.62	0.62		0.65	0.65	0.60		
	2 - William Street & Park Street	TWSC	LOS	A	A	A	A	A	A	A	A	A	F	B	D					
			Delay	0	0	0	0	10	0		6	177		13	33					13
			V/C	0.14	0.14			0.42	0.19			0.83	0.47							
	3 - Allen Street & King Street	Signal	LOS	C	C	C	C	C	C	A	B	B	B	B	B	B	B	B	B	B
Delay			22	22	22	22	24	24	8	19	13	13	13	13	13	13	13	13	14	
V/C			0.34	0.34	0.34		0.20	0.20	0.08		0.56	0.56	0.56		0.59	0.59	0.59			
4 - Allen Street & Caroline Street	AWSC	LOS	A	A	A	A	B	B	B	B	B	B	B	B	B	B	B	B	B	
		Delay	10	10	10	10	10	10	10	10	12	12	12	12	11	11	11	11	11	
		V/C	0.15	0.15	0.15		0.28	0.26	0.26		0.48	0.46	0.46		0.32	0.32	0.32			
5 - Allen Street & Park Street	TWSC	LOS	E	E	E	E					A	A	A	A	A	A	A	A	A	
		Delay	36	36	36	36	54	54	54	54	1	1	1	1	0	0	0	0	6	
		V/C	0.36	0.36	0.36		0.60	0.60	0.60		0.02	0.02	0.02		0.01	0.01	0.01			
6 - John Street & Park Street	Signal	LOS	C	C	C	C	C	B	B	B	A	A	A	A	A	A	A	A	B	
		Delay	20	20	20	20	23	17	17	19	5	8	8	7	6	8	8	8	11	
		V/C	0.36	0.36	0.36		0.34	0.46	0.46		0.07	0.45	0.45		0.09	0.51	0.51			
7 - Park Street & Development Driveway	TWSC	LOS					C	C	C	C	A	A	A	A	A	A	A	A	A	
		Delay					25		25	25	0	0	0	0	2	2			2	
		V/C					0.32	0.32			0.32	0.32			0.07	0.07				



4.6 Signal Warrants

The intersections of William Street West and Park Street, and Park Street and Allen Street West were analyzed to determine if signals would be warranted by the future traffic conditions. The analysis used was from Book 12 of the Ontario Traffic Manual's signal warrant procedure. Region of Waterloo guidelines requires an existing intersection using forecasted volumes to meet 120% of the warrant conditions to be warranted. Signals are not warranted at either of the analyzed intersections. Summaries of the warrant analyses are included in **Appendix E**.

Therefore, although the side street delays are projected to be LOS F, there is not enough side street volume to justify signals based on Regional guidelines. Furthermore, traffic can reroute to John Street where signals are located in order to gain easier access to Park Street South and use the Caroline Street/William Street signal to gain easier access to William Street west.

4.7 Left-Turn Lane Warrant

The site entrance on Park Street was analyzed to determine if a southbound left-turn lane would be warranted by the future traffic conditions. Park Street is a two-lane road with a speed limit of 50 km/h. The MTO Geometric Design Manual's left-turn lane warrant nomographs for a design speed of 60 km/h (as design speed is taken to be 10 km/h over the speed limit) were used. The left-turn lane warrant nomograph is shown in **Figure 4.5**. It was found that a southbound left-turn lane with a storage length of 15 metres is warranted.

The width of Park Street at the location of the entrance of the proposed development is 10.25 metres with one traffic lane and one bicycle lane in each direction. Therefore, to accommodate the left turn lane road widening will be required.

4.8 Park/Allen Collision History

Concerns have been expressed by area residents regarding safety at the intersection of Allen Street and Park Street. The number of reportable collisions at this intersection between January 2005 and January 2008 (3 Years) was provided by the City of Waterloo. A total of 7 reported collisions occurred averaging about 2 collisions per year. Most (4) of these collisions occurred in 2006 under clear conditions with dry road surface and were primarily angle type collisions involving traffic entering Park Street from Allen Street causing property damage. No injuries were reported. Only two collisions occurred in 2007. Mid-block between William Street and Allen Street only one collision was reported in the three year period.

The number of reported collisions are not unusually high at this location and may be a result of the difficulty accessing Park Street although none were reported during peak traffic hours. The proposed development will increase traffic accessing Park Street from Allen Street by 4 to 15 vehicles during peak hours based on the estimates in this report representing only 1% of the total traffic at the intersection. Accordingly, the additional traffic is not expected to affect existing collision experience at this intersection.

4.9 Walking, Cycling and Public Transit Opportunities

The location of this development will be very near to the Region of Waterloo's planned rapid transit route and station. The latest route alignment and station location information (November 2011) shows a station for southbound trains located on Allen Street between Caroline Street and King Street and a station for northbound trains on King Street, just north of Allen Street (**Figure 4.6**). These stations will be within a 100 – 200 metre walk of the development. This will encourage residents of the development to utilize



transit more than an average residential development in the Region of Waterloo would. This will reduce the number of trips this development will generate when the rapid transit system is complete, which is projected to be in 2017, one year beyond the scope of this study. As there was no reduction of trips applied to the trip generation forecasts, this will result in the development potentially having less impact on the traffic operations than what is forecast in this study.

This development is located within walking and cycling distance of shopping, service and employment opportunities on Park Street (Clarica/Grand River Hospital), on King Street and in Uptown Waterloo. This will also result in reduced vehicle trips generated by this development.

4.10 TDM Initiatives

This proposed development is high density inner-city development located within an area close to employment locations in Uptown Waterloo and other nearby shopping and employment locations within walking and cycling distances from this project. As well, the site is well served by public transit and the future LRT line. It is the location of this development that will be the most significant factor contributing to a reduction of automobile trips to/from the site. This site will be attractive to seniors and employed personnel in Uptown or nearby offices, service and retail who will either, not travel during peak hours, or will walk, cycle and take public transit. Evidence of this is shown through surveys undertaken by Paradigm in the inner city areas of Kitchener and Waterloo and previously provided to the Region¹. These studies show that inner-city high density developments generate vehicle trip rates that average 0.2 and 0.24 trips per unit in the AM and PM peak hours, much less than the conservatively high rates used in this study. Due to the location along with the excellent transit service adjacent to the site, there is reason to believe that a 35% reduction in the trip rates used in this study will be exceeded simply due to the location of the site. Live/work opportunities in the adjacent area will also reduce traffic generated.

In addition to the above, the development could include other TDM measures to further assist in reducing single occupancy vehicle trips as follows:

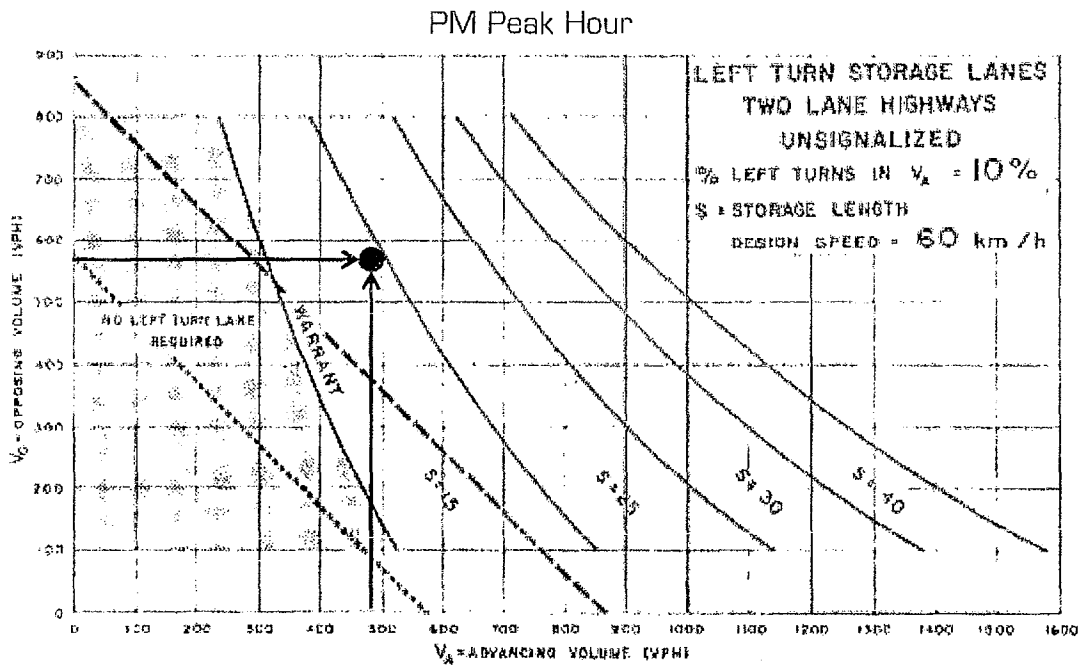
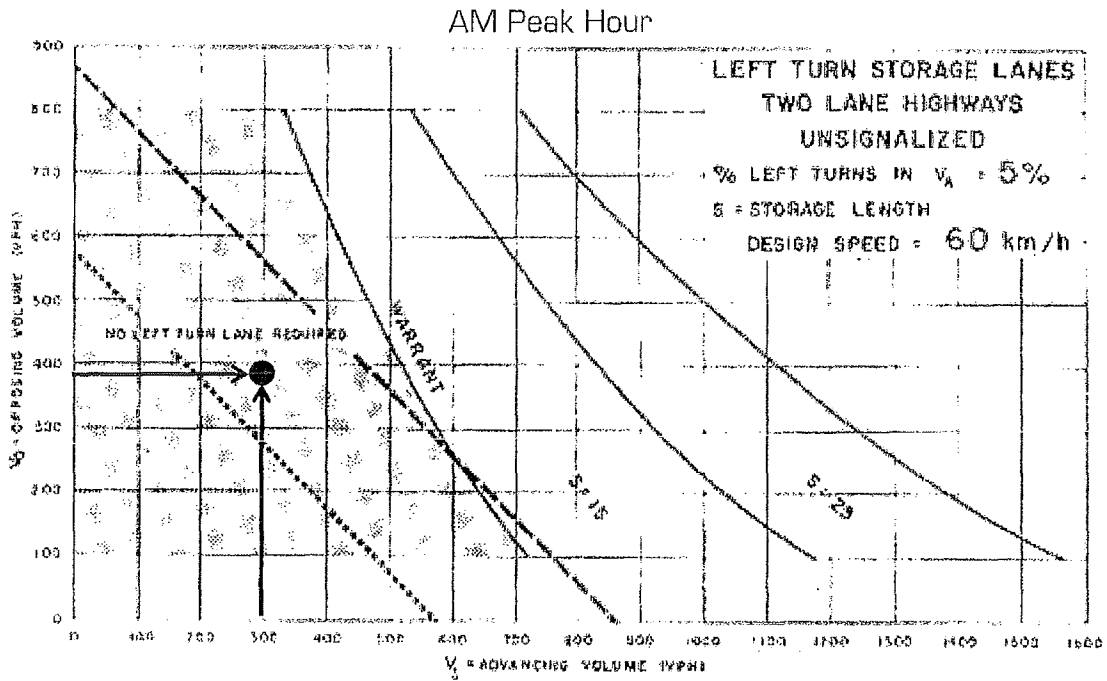
1. *Secure convenient indoor/outdoor bike parking:* Bicycle parking spots can be provided on site. The development provides secure bicycle parking in storage lockers provided to tenants. The parking garage therefore provides a secure weather and theft protected enclosed area where bicycles can be parked.
2. *Unbundled Parking:* Parking for residents is necessary for the renting or sale of the units as tenants own vehicles even if they do not use them on a daily basis. The developer can sell condos or rent units with the option of purchasing a parking spot(s) at an additional cost resulting in a reduced cost if one or more parking spots are not included in the purchase. Tenants who purchase a parking space will have one assigned to them thereby ensuring that shared use of parking does not result in generating more traffic.
3. *Car Share Program:* There is currently a carshare location at Caroline Street and Alexandra Street within 500m walking distance of the site where carshare parking is provided and run by Grand River Carshare (www.grandrivercarshare.ca). Information about the car share opportunities can be posted by property management on the bulletin board and membership will allow residents to limit the number of vehicles using the site.

¹ Memo to Bruce Erb/Ken Mayer- Apartment Trip Generation Studies, Arrow Loft Proposed Redevelopment, April 22, 2003.



4. *Pedestrian Friendly Development:* The development provides a pedestrian friendly environment through the proposed design elements.
5. *Marketing and Promotion:* Promotion of the TDM Plan and alternative commutes could be provided in the building management and condominium corporation bulletin board as well as paper copies of information from GRT provided to tenants upon purchase or rental of residential units or office and retail space. The property manager could regularly distribute information regarding commuting alternatives on a bulletin board within the lobby. There could be a single point of contact for parking and commute alternatives by designating one of the building management staff to take on the role of TDM coordinator among other functions. The building management will hold regular Spring and Fall special events to promote the sustainability initiatives of the building including the TDM program. It is noted that GRT is able to provide promotional information for potential buyers and for marketing programs.

These initiatives will encourage further reduction in vehicle traffic from the site.

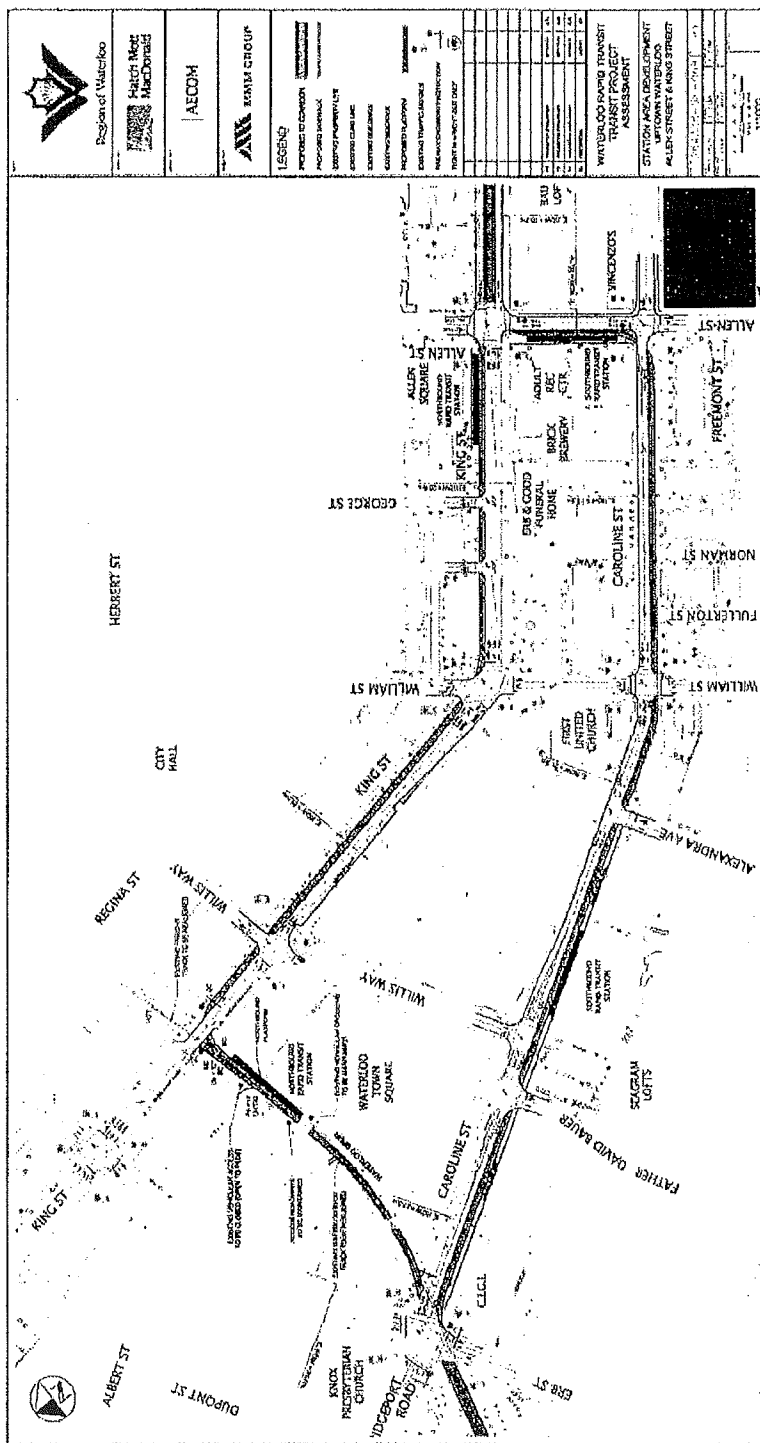


144 Park Tower 2, TIS

Figure 4.5



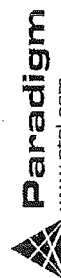
Left-Turn Lane Warrant Nomographs



144 Park Street

Figure 4.6
Uptown Waterloo Rapid Transit Route Alignment and Stations
 Source: Region of Waterloo

144 Park Tower 2, TIS





5.0 CONCLUSIONS AND RECOMMENDATIONS

5.1 Conclusions

Based on the traffic projections and analyses contained in the report, it is concluded that a southbound left-turn lane with 15 metres of storage is warranted on Park Street at the site entrance based on MTD criteria. With a road width of 10.25 metres which accommodates two travel lanes and 2 bicycle lanes, widening of Park Street will be required. Also, it should be noted that the westbound movements at Park Street and Allen Street West operate at LOS F under existing, background and future conditions and the eastbound movements operate at LOS F under future conditions. However, a signal is not warranted at this intersection under future conditions. Likewise, the northbound left-turn movements at William Street West and Park Street operates at LOS F under existing, background and future conditions, but a signal is also not warranted at this intersection under future conditions. The v/c ratios for these movements are less than 1.0 indicating that there is sufficient capacity at the above noted intersections.

It is the finding of this report that the development will not significantly change the above noted existing and background conditions due to the additional traffic generated.

5.2 Recommendations

It is recommended that a southbound left-turn lane of 15 metres on Park Street at the development entrance be implemented and the TDM initiatives be considered by the developer.

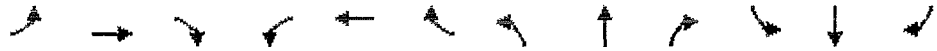
Appendix A

Existing Traffic Operations

140

Lanes, Volumes, Timings
1: William Street & Caroline Street

144 Park Tower 2, TIS
Existing PM



Lane Group	EBL	EBT	EBP	WBL	WBT	WBP	NBL	NBT	NBP	SBL	SBT	SBP
Lane Configurations	↶	↷		↶	↷		↕	↕	↕	↕	↕	↕
Volume (vph)	246	172	9	13	257	86	6	218	25	28	226	369
Ideal Flow (vphpl)	1775	1650	1000	1775	1650	1000	1000	1550	1000	1000	1650	1750
Storage Length (m)	45.0		0.0	25.0		0.0	0.0		0.0	0.0		0.0
Storage Lanes	1		0	1		0	0		0	0		1
Taper Length (m)	7.5		7.5	7.5		7.5	7.5		7.5	7.5		7.5
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped. Bike Factor	0.99	1.00		0.99	0.99			1.00			1.00	0.95
Frt		0.993			0.962			0.986				0.850
Flt Protected	0.950			0.950				0.999			0.995	
Satd. Flow (prot)	1686	1620	0	1686	1561	0	0	1502	0	0	1608	1473
Flt Permitted	0.321			0.632				0.991			0.946	
Satd. Flow (perm)	564	1620	0	1107	1561	0	0	1490	0	0	1528	1406
Right Turn on Red			Yes			Yes			Yes			Yes
Satd. Flow (RTOR)		5			19			7				410
Link Speed (k/h)		50			50			50			50	
Link Distance (m)		94.2			64.7			244.6			82.0	
Travel Time (s)		6.8			4.7			17.6			5.9	
Confl. Peds. (#/hr)	14		9	9		14	35		7	7		35
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90
Heavy Vehicles (%)	0%	1%	0%	0%	0%	2%	17%	1%	0%	11%	1%	1%
Adj. Flow (vph)	273	191	10	14	286	96	7	242	28	31	251	410
Shared Lane Traffic (%)												
Lane Group Flow (vph)	273	201	0	14	382	0	0	277	0	0	282	410
Turn Type	pm+pt			Perm			Perm			Perm		Perm
Protected Phases	7	4			8			2			6	
Permitted Phases	4				8			2			6	6
Detector Phase	7	4			8			2			6	6
Switch Phase												
Minimum Initial (s)	5.0	24.0		24.0	24.0			28.0	28.0		28.0	28.0
Minimum Split (s)	8.0	30.0		30.0	30.0			34.0	34.0		34.0	34.0
Total Split (s)	26.0	56.0	0.0	30.0	30.0	0.0	34.0	34.0	0.0	34.0	34.0	34.0
Total Split (%)	28.9%	62.2%	0.0%	33.3%	33.3%	0.0%	37.8%	37.8%	0.0%	37.8%	37.8%	37.8%
Yellow Time (s)	2.0	4.0		4.0	4.0		4.0	4.0		4.0	4.0	4.0
All-Red Time (s)	1.0	2.0		2.0	2.0		2.0	2.0		2.0	2.0	2.0
Lost Time Adjust (s)	1.0	-2.0	0.0	-2.0	-2.0	0.0	0.0	-2.0	0.0	0.0	-2.0	-2.0
Total Lost Time (s)	4.0	4.0	4.0	4.0	4.0	4.0	6.0	4.0	4.0	6.0	4.0	4.0
Lead/Lag	Lead			Lag	Lag							
Lead-Lag Optimize?	Yes			Yes	Yes							
Recall Mode	None	C-Max		C-Max	C-Max		Max	Max		Max	Max	Max
Act Effct Green (s)	52.0	52.0		35.6	35.6		30.0	30.0		30.0	30.0	30.0
Actuated g/C Ratio	0.58	0.58		0.40	0.40		0.33	0.33		0.33	0.33	0.33
w/c Ratio	0.57	0.21		0.03	0.61		0.55	0.55		0.55	0.55	0.55
Control Delay	14.6	9.6		19.2	26.7		28.9	28.9		29.6	29.6	5.6
Queue Delay	0.0	0.0		0.0	0.0		0.0	0.0		0.0	0.0	0.0
Total Delay	14.6	9.6		19.2	26.7		28.9	28.9		29.6	29.6	5.6
LOS	B	A		B	C		C	C		C	C	A
Approach Delay		12.5			26.4		28.9	28.9		15.3	15.3	
Approach LOS		B			C		C	C		B	B	

Lanes, Volumes, Timings
1: William Street & Caroline Street

144 Park Tower 2, TIS
Existing PM

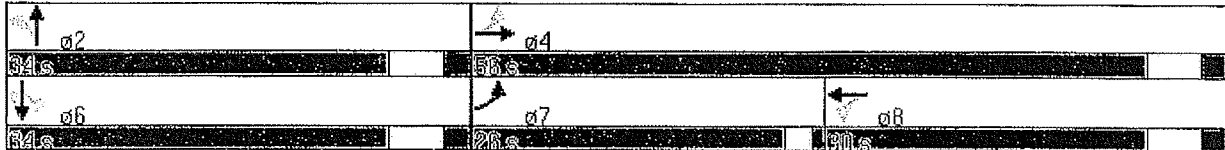


Value/Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SEB
Queue Length 50th (m)	21.7	14.9		1.4	47.6			37.3			38.9	0.0
Queue Length 95th (m)	35.1	25.5		5.7	#86.9			61.4			63.3	19.4
Internal Link Dist (m)		70.2			40.7			220.6			58.0	
Turn Bay Length (m)	45.0			25.0								
Base Capacity (vph)	600	938		438	629			501			509	742
Starvation Cap Reductn	0	0		0	0			0			0	0
Spillback Cap Reductn	0	0		0	0			0			0	0
Storage Cap Reductn	0	0		0	0			0			0	0
Reduced w/c Ratio	0.46	0.21		0.03	0.61			0.55			0.55	0.55

Intersection Summary

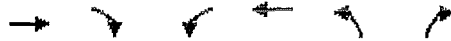
Area Type: Other
 Cycle Length: 90
 Actuated Cycle Length: 90
 Offset: 48 (53%), Referenced to phase 4:EBTL and 8:WBTL, Start of Green
 Natural Cycle: 75
 Control Type: Actuated-Coordinated
 Maximum w/c Ratio: 0.61
 Intersection Signal Delay: 19.1
 Intersection LOS: B
 Intersection Capacity Utilization 83.1%
 ICU Level of Service E
 Analysis Period (min) 15
 # 95th percentile volume exceeds capacity, queue may be longer.
 Queue shown is maximum after two cycles.

Splits and Phases: 1: William Street & Caroline Street



Lanes, Volumes, Timings
2: William Street & Park Street

144 Park Tower 2, TIS
Existing PM



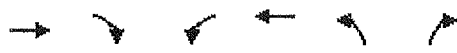
Page: 3 of 10	EBL	EBP	WBL	WBP	NBL	NBR
Lane Configurations	↑		↑		↑	↑
Volume (vph)	158	28	432	263	37	294
Ideal Flow (vphpl)	1650	1000	1775	1900	1775	1750
Storage Length (m)		0.0	0.0		15.0	0.0
Storage Lanes		0	1		1	1
Taper Length (m)		7.5	7.5		7.5	7.5
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00
Frt	0.980					0.850
Flt Protected			0.950		0.950	
Satd. Flow (prot)	1617	0	1670	1900	1686	1473
Flt Permitted			0.950		0.950	
Satd. Flow (perm)	1617	0	1670	1900	1686	1473
Link Speed (k/h)	50			50	50	
Link Distance (m)	66.4			94.2	244.8	
Travel Time (s)	4.8			6.8	17.6	
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90
Heavy Vehicles (%)	0%	0%	1%	0%	0%	1%
Adj. Flow (vph)	176	31	480	292	41	327
Shared Lane Traffic (%)						
Lane Group Flow (vph)	207	0	480	292	41	327
Sign Control	Free			Free	Stop	

Intersection Summary

Area Type: Other
 Control Type: Unsignalized
 Intersection Capacity Utilization 50.5% ICU Level of Service A
 Analysis Period (min): 15

HCM Unsignalized Intersection Capacity Analysis
 2: William Street & Park Street

144 Park Tower 2, TIS
 Existing PM



Movement	EBL	EBR	WBL	WBT	NBL	NBR
Lane Configurations	↔		↔	↔	↔	↔
Volume (veh/h)	158	28	432	263	37	294
Sign Control	Free			Free	Stop	
Grade	0%			0%	0%	
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90
Hourly flow rate (vph)	176	31	480	292	41	327
Pedestrians						
Lane Width (m)						
Walking Speed (m/s)						
Percent Blockage						
Right turn flare (veh)						
Median type	None			None		
Median storage (veh)						
Upstream signal (m)				94		
pX, platoon unblocked						
vC, conflicting volume			207		1443	191
vC1, stage 1 conf vol						
vC2, stage 2 conf vol						
vCu, unblocked vol			207		1443	191
tC, single (s)			4.1		6.4	6.2
tC, 2 stage (s)						
tF (s)			2.2		3.5	3.3
pD queue free %			65		57	62
cM capacity (veh/h)			1371		96	853

Direction Lane	EBL	WBL	WBT	NBL	NBR
Volume Total	207	480	292	41	327
Volume Left	0	480	0	41	0
Volume Right	31	0	0	0	327
cSH	1700	1371	1700	96	853
Volume to Capacity	0.12	0.35	0.17	0.43	0.38
Queue Length 95th (m)	0.0	12.0	0.0	13.4	13.6
Control Delay (s)	0.0	9.0	0.0	68.5	11.8
Lane LOS		A		F	B
Approach Delay (s)	0.0	5.6		18.2	
Approach LOS				C	

Intersection Summary	
Average Delay	8.2
Intersection Capacity Utilization	50.5%
ICU Level of Service	A
Analysis Period (min)	15

Lanes, Volumes, Timings
3: Allen Street & King Street

144 Park Tower 2, TIS
Existing PM



Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations	↔			↔		↔	↔			↔		↔
Volume (vph)	28	49	36	25	37	31	53	553	15	16	743	21
Ideal Flow (vphpl)	1000	1550	1000	1000	1650	1750	1000	1650	1000	1000	1650	1000
Storage Length (m)	0.0		0.0	0.0		10.0	0.0		0.0	0.0		0.0
Storage Lanes	0		0	0		1	0		0	0		0
Taper Length (m)	7.5		7.5	7.5		7.5	7.5		7.5	7.5		7.5
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00	0.95	0.95	0.95	0.95	0.95	0.95
Ped Bike Factor		0.98			0.99	0.96		1.00			1.00	
Frt		0.957				0.850		0.996			0.996	
Flt Protected		0.988			0.980			0.996			0.999	
Satd. Flow (prot)	0	1427	0	0	1617	1488	0	2995	0	0	2994	0
Flt Permitted		0.922			0.867			0.811			0.935	
Satd. Flow (perm)	0	1323	0	0	1422	1430	0	2438	0	0	2802	0
Right Turn on Red			Yes			Yes			Yes			Yes
Satd. Flow (RTOR)		28				34		5			5	
Link Speed (k/h)		50			50			50			50	
Link Distance (m)		106.8			77.9			90.8			81.8	
Travel Time (s)		7.7			5.6			6.5			5.9	
Confl. Peds. (#/hr)	23		16	16		23	24		23	24		23
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90
Heavy Vehicles (%)	7%	0%	0%	0%	0%	0%	2%	4%	0%	6%	4%	5%
Adj. Flow (tph)	31	54	40	28	41	34	59	614	17	18	826	23
Shared Lane Traffic (%)												
Lane Group Flow (vph)	0	125	0	0	69	34	0	690	0	0	867	0
Turn Type	Perm			Perm		Perm	Perm			Perm		
Protected Phases		4			8			2			6	
Permitted Phases	4			8		8	2			6		
Detector Phase	4	4		8	8	8	2	2		6	6	
Switch Phase												
Minimum Initial (s)	27.0	27.0		27.0	27.0	27.0	51.0	51.0		51.0	51.0	
Minimum Split (s)	33.0	33.0		33.0	33.0	33.0	57.0	57.0		57.0	57.0	
Total Split (s)	33.0	33.0	0.0	33.0	33.0	33.0	57.0	57.0	0.0	57.0	57.0	0.0
Total Split (%)	36.7%	36.7%	0.0%	36.7%	36.7%	36.7%	63.3%	63.3%	0.0%	63.3%	63.3%	0.0%
Yellow Time (s)	4.0	4.0		4.0	4.0	4.0	4.0	4.0		4.0	4.0	
All-Red Time (s)	2.0	2.0		2.0	2.0	2.0	2.0	2.0		2.0	2.0	
Lost Time Adjust (s)	0.0	-2.0	-2.0	0.0	-2.0	-2.0	0.0	-2.0	0.0	0.0	-2.0	0.0
Total Lost Time (s)	6.0	4.0	2.0	6.0	4.0	4.0	6.0	4.0	4.0	6.0	4.0	4.0
Lead/Lag												
Lead-Lag Optimize?												
Recall Mode	None	None		None	None	None	C-Max	C-Max		C-Max	C-Max	
Act Effect Green (s)		29.0			29.0	29.0		60.4			60.4	
Actuated g/C Ratio		0.32			0.32	0.32		0.67			0.67	
v/c Ratio		0.28			0.15	0.07		0.42			0.46	
Control Delay		19.5			22.9	7.9		10.3			10.6	
Queue Delay		0.0			0.0	0.0		0.0			0.0	
Total Delay		19.5			22.9	7.9		10.3			10.6	
LDS		B			C	A		B			B	
Approach Delay		19.5			18.0			10.3			10.6	
Approach LOS		B			B			B			B	

Lanes, Volumes, Timings
3: Allen Street & King Street

144 Park Tower 2, TIS
Existing PM



Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	GBR
Queue Length 50th (m)		12.0			8.3	0.0		32.4				42.4
Queue Length 95th (m)		25.5			17.8	6.2		45.4				57.3
Internal Link Dist (m)		82.8			53.9			66.8				57.8
Turn Bay Length (m)						10.0						
Base Capacity (vph)		445			458	484		1638				1882
Starvation Cap Reductn		0			0	0		0				0
Spillback Cap Reductn		0			0	0		0				0
Storage Cap Reductn		0			0	0		0				0
Reduced v/c Ratio		0.28			0.15	0.07		0.42				0.46

Intersection Summary

Area Type: Other
 Cycle Length: 90
 Actuated Cycle Length: 90
 Offset: 2.7 (3%), Referenced to phase 2:NBTL and 6:SBTL, Start of Green
 Natural Cycle: 90
 Control Type: Actuated-Coordinated
 Maximum w/c Ratio: 0.46
 Intersection Signal Delay: 11.5
 Intersection Capacity Utilization 97.5%
 Analysis Period (min) 15
 Intersection LOS: B
 ICU Level of Service F

Splits and Phases: 3: Allen Street & King Street

 57 s 02	 39 s 04
 57 s 06	 39 s 08

146

Lanes, Volumes, Timings
4: Allen Street & Caroline Street

144 Park Tower 2, TIS
Existing PM



Lane Group	EBL	EBI	EBR	WBL	WBI	WBR	NBL	NBI	NBR	SBL	SBI	SBR
Lane Configurations	↕			↕			↕			↕		
Volume (vph)	26	19	22	35	33	54	19	219	31	72	95	13
Ideal Flow (vphpl)	1000	1550	1000	1000	1550	1000	1000	1550	1000	1000	1550	1000
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Frt	0.956			0.940			0.985			0.991		
Flt Protected	0.981			0.986			0.996			0.980		
Satd. Flow (prot)	0	1454	0	0	1437	0	0	1521	0	0	1505	0
Flt Permitted	0.981			0.986			0.996			0.980		
Satd. Flow (perm)	0	1454	0	0	1437	0	0	1521	0	0	1505	0
Link Speed (k/h)	50			50			50			50		
Link Distance (m)	97.9			106.8			59.9			244.6		
Travel Time (s)	7.0			7.7			4.3			17.6		
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90
Heavy Vehicles (%)	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Adj. Flow (vph)	29	21	24	39	37	60	21	243	34	80	106	14
Shared Lane Traffic (%)												
Lane Group Flow (vph)	0	74	0	0	136	0	0	298	0	0	200	0
Sign Control	Stop			Stop			Stop			Stop		

Intersection Summary

Area Type: Other
 Control Type: Unsignalized
 Intersection Capacity Utilization 49.8% ICU Level of Service A
 Analysis Period (min) 15

HCM Unsignalized Intersection Capacity Analysis
4: Allen Street & Caroline Street

144 Park Tower 2, TIS
Existing PM



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations	↕			↕			↕			↕		
Sign Control	Stop			Stop			Stop			Stop		
Volume (vph)	26	19	22	35	33	54	19	219	31	72	95	13
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90
Hourly flow rate (vph)	29	21	24	39	37	60	21	243	34	80	106	14

Direction/Lane	EBL	WBL	NBL	SBL
Volume Total (vph)	74	136	299	200
Volume Left (vph)	29	39	21	80
Volume Right (vph)	24	60	34	14
Hadj (s)	-0.12	-0.21	-0.06	0.04
Departure Headway (s)	5.2	5.0	4.7	4.9
Degree Utilization, x	0.11	0.19	0.39	0.27
Capacity (veh/h)	613	647	739	697
Control Delay (s)	8.8	9.2	10.6	9.7
Approach Delay (s)	8.8	9.2	10.6	9.7
Approach LOS	A	A	B	A

Intersection Summary	
Delay	9.9
HCM Level of Service	A
Intersection Capacity Utilization	49.8%
ICU Level of Service	A
Analysis Period (min)	15

Lanes, Volumes, Timings
5: Allen Street & Park Street

144 Park Tower 2, TIS
Existing PM



Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations	↕			↕			↕			↕		
Volume (vph)	19	18	8	16	38	10	10	333	24	11	431	34
Ideal Flow (vphpl)	1000	1500	1000	1000	1500	1000	1000	1500	1000	1000	1500	1000
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped Bike Factor												
Fr't	0.976			0.979			0.991			0.990		
Flt Protected	0.979			0.987			0.999			0.999		
Sat'd. Flow (prot)	0	1433	0	0	1449	0	0	1485	0	0	1483	0
Flt Permitted	0.979			0.987			0.999			0.999		
Sat'd. Flow (perm)	0	1433	0	0	1449	0	0	1485	0	0	1483	0
Link Speed (k/h)	50			50			50			50		
Link Distance (m)	84.0			97.9			58.8			244.8		
Travel Time (s)	6.0			7.0			4.2			17.6		
Confl. Peds. (#/hr)	6		16	16		6	24		20	20		24
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90
Heavy Vehicles (%)	0%	0%	0%	0%	0%	0%	0%	0%	0%	3%	0%	0%
Adj. Flow (vph)	21	20	9	18	42	11	11	370	27	12	479	38
Shared Lane Traffic (%)												
Lane Group Flow (vph)	0	50	0	0	71	0	0	408	0	0	529	0
Sign Control	Stop			Stop			Free			Free		

Intersection Summary

Area Type: Other
 Control Type: Unsignalized
 Intersection Capacity Utilization 53.3% ICU Level of Service A
 Analysis Period (min) 15

HCM Unsignalized Intersection Capacity Analysis
5: Allen Street & Park Street

144 Park Tower 2, TIS
Existing PM



Movement	EB	WB	WB	WB	WB	NB	NB	NB	SB	SB	SB	
Lane Configurations		↕			↕			↕			↕	
Volume (veh/h)	19	18	8	16	38	10	10	333	24	11	431	34
Sign Control		Stop			Stop			Free			Free	
Grade		0%			0%			0%			0%	
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90
Hourly flow rate (vph)	21	20	9	18	42	11	11	370	27	12	479	38
Pedestrians		24			20			16			6	
Lane Width (m)		3.6			3.6			3.6			3.6	
Walking Speed (m/s)		1.2			1.2			1.2			1.2	
Percent Blockage		2			2			1			1	
Right turn flare (veh)												
Median type								None			None	
Median storage (veh)												
Upstream signal (m)								165				
pX, platoon unblocked	0.99	0.99		0.99	0.99	0.99				0.99		
vC, conflicting volume	990	985	538	983	991	409	541			417		
vC1, stage 1 conf vol												
vC2, stage 2 conf vol												
vCu, unblocked vol	986	981	538	979	987	401	541			409		
tC, single (s)	7.1	6.5	6.2	7.1	6.5	6.2	4.1			4.1		
tC, 2 stage (s)												
tF (s)	3.5	4.0	3.3	3.5	4.0	3.3	2.2			2.2		
pD queue free %	88	91	98	91	82	98	99			99		
cM capacity (veh/h)	179	235	529	196	233	634	1017			1117		

Direction/Lane	EB	WB	NB	SB
Volume Total	50	71	408	529
Volume Left	21	18	11	12
Volume Right	9	11	27	38
cSH	228	246	1017	1117
Volume to Capacity	0.22	0.29	0.01	0.01
Queue Length 95th (m)	6.1	8.7	0.2	0.2
Control Delay (s)	25.2	25.5	0.4	0.3
Lane LOS	D	D	A	A
Approach Delay (s)	25.2	25.5	0.4	0.3
Approach LOS	D	D		

Intersection Summary	
Average Delay	3.2
Intersection Capacity Utilization	53.3%
ICU Level of Service	A
Analysis Period (min)	15

Lanes, Volumes, Timings
6: John Street & Park Street

144 Park Tower 2, TIS
Existing PM



Lane Group	EBL	EBR	GBL	WBL	WBR	WBL	WBR	NBL	NBR	NBL	NBR	SBL	SBR	SBL
Lane Configurations	↔		↕		↕		↕		↕		↕		↕	
Volume (vph)	22	35	12	76	90	21	25	305	49	17	373	41		
Ideal Flow (vphpl)	1000	1550	1000	1775	1650	1000	1775	1650	1000	1775	1650	1000		
Storage Length (m)	0.0		0.0	25.0		0.0	10.0		0.0	35.0		0.0		
Storage Lanes	0		0	1		0	1		0	1		0		
Taper Length (m)	7.5		7.5	7.5		7.5	7.5		7.5	7.5		7.5		
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped Bike Factor		0.98		0.91	0.99		1.00	1.00		0.99	1.00			
Frt		0.977			0.972			0.979					0.985	
Flt Protected		0.984		0.950			0.950			0.950			0.950	
Satd. Flow (prot)	0	1416	0	1637	1593	0	1686	1609	0	1686	1622	0		
Flt Permitted		0.871		0.819			0.466			0.512				
Satd. Flow (perm)	0	1248	0	1282	1593	0	826	1609	0	904	1622	0		
Right Turn on Red			Yes			Yes			Yes			Yes		Yes
Satd. Flow (RTOR)		13			22			19			13			
Link Speed (k/h)		50			50			50			50			
Link Distance (m)		59.1			75.8			41.2			105.9			
Travel Time (s)		4.3			5.5			3.0			7.6			
Confl. Peds. (#/hr)	5		34	34		5	2		10	10				2
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90
Heavy Vehicles (%)	0%	6%	0%	3%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Adj. Flow (vph)	24	39	13	84	100	23	28	339	54	19	414	46		
Shared Lane Traffic (%)														
Lane Group Flow (vph)	0	76	0	84	123	0	28	393	0	19	460	0		
Turn Type	Perm			Perm			Perm			Perm				
Protected Phases		4			8			2			6			
Permitted Phases	4			8			2			6				
Detector Phase	4	4		8	8		2	2		6	6			
Switch Phase														
Minimum Initial (s)	10.0	10.0		10.0	10.0		28.0	28.0		28.0	28.0			
Minimum Split (s)	16.0	16.0		16.0	16.0		34.0	34.0		34.0	34.0			
Total Split (s)	26.0	26.0	0.0	26.0	26.0	0.0	34.0	34.0	0.0	34.0	34.0	0.0		
Total Split (%)	43.3%	43.3%	0.0%	43.3%	43.3%	0.0%	56.7%	56.7%	0.0%	56.7%	56.7%	0.0%		
Yellow Time (s)	4.0	4.0		4.0	4.0		4.0	4.0		4.0	4.0			
All-Red Time (s)	2.0	2.0		2.0	2.0		2.0	2.0		2.0	2.0			
Lost Time Adjust (s)	0.0	-2.0	0.0	-2.0	-2.0	0.0	-2.0	-2.0	0.0	-2.0	-2.0	0.0		
Total Lost Time (s)	6.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0		
Lead/Lag														
Lead-Lag Optimize?														
Recall Mode	None	None		None	None		C-Max	C-Max		C-Max	C-Max			
Act Effct Green (s)		13.3		13.3	13.3		42.7	42.7		42.7	42.7			
Actuated g/C Ratio		0.22		0.22	0.22		0.71	0.71		0.71	0.71			
v/c Ratio		0.26		0.30	0.33		0.05	0.34		0.03	0.40			
Control Delay		18.6		21.8	18.4		4.9	5.8		4.8	6.4			
Queue Delay		0.0		0.0	0.0		0.0	0.0		0.0	0.0			
Total Delay		18.6		21.8	18.4		4.9	5.8		4.8	6.4			
LOS		B		C	B		A	A		A	A			
Approach Delay		18.6			19.8			5.8			6.4			
Approach LOS		B			B			A			A			

Lanes, Volumes, Timings
6: John Street & Park Street

144 Park Tower 2, TIS
Existing PM



Lane Group	EB	EBT	EBR	WB	WBT	WBR	NB	NBT	NBR	SB	SBT	SBR
Queue Length 50th (m)		5.8		7.9	9.4		0.9	14.2		0.6	18.0	
Queue Length 95th (m)		13.8		16.4	19.5		3.7	33.9		2.9	42.3	
Internal Link Dist (m)		35.1			51.8			17.2			81.9	
Turn Bay Length (m)				25.0			10.0			35.0		
Base Capacity (vph)		466		470	598		588	1150		644	1158	
Starvation Cap Reductn		0		0	0		0	0		0	0	
Spillback Cap Reductn		0		0	0		0	0		0	0	
Storage Cap Reductn		0		0	0		0	0		0	0	
Reduced w/c Ratio		0.16		0.18	0.21		0.05	0.34		0.03	0.40	

Intersection Summary

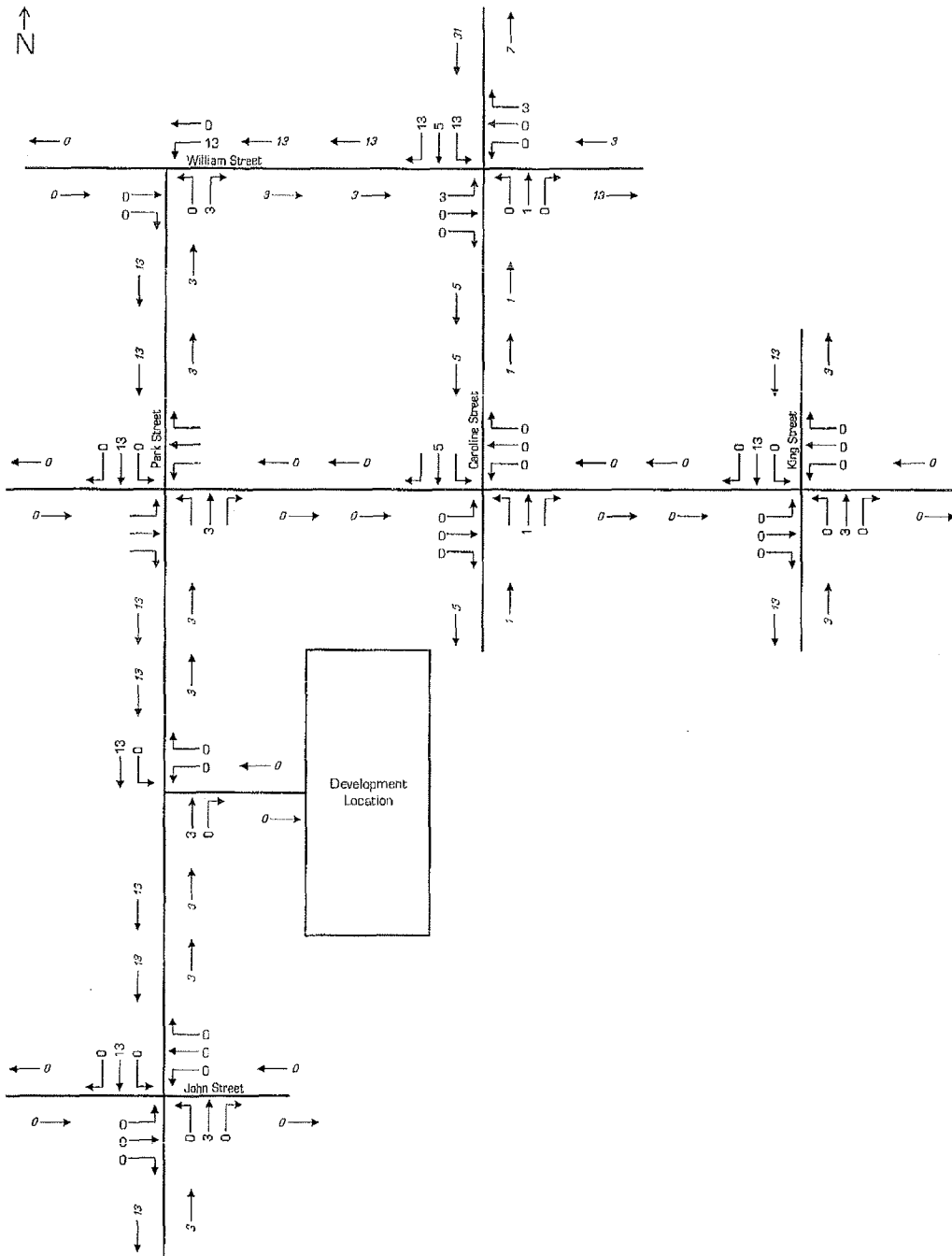
Area Type: Other
 Cycle Length: 60
 Actuated Cycle Length: 60
 Offset: 0 (0%), Referenced to phase 2:NBTL and 6:SBTL, Start of Green
 Natural Cycle: 50
 Control Type: Actuated-Coordinated
 Maximum w/c Ratio: 0.40
 Intersection Signal Delay: 9.3
 Intersection Capacity Utilization 44.0%
 Analysis Period (min) 15
 Intersection LOS: A
 ICU Level of Service A

Splits and Phases: 6: John Street & Park Street

α2	α4
34 s	26 s
α6	α8
34 s	26 s

Appendix B

Traffic Volumes from Other Developments

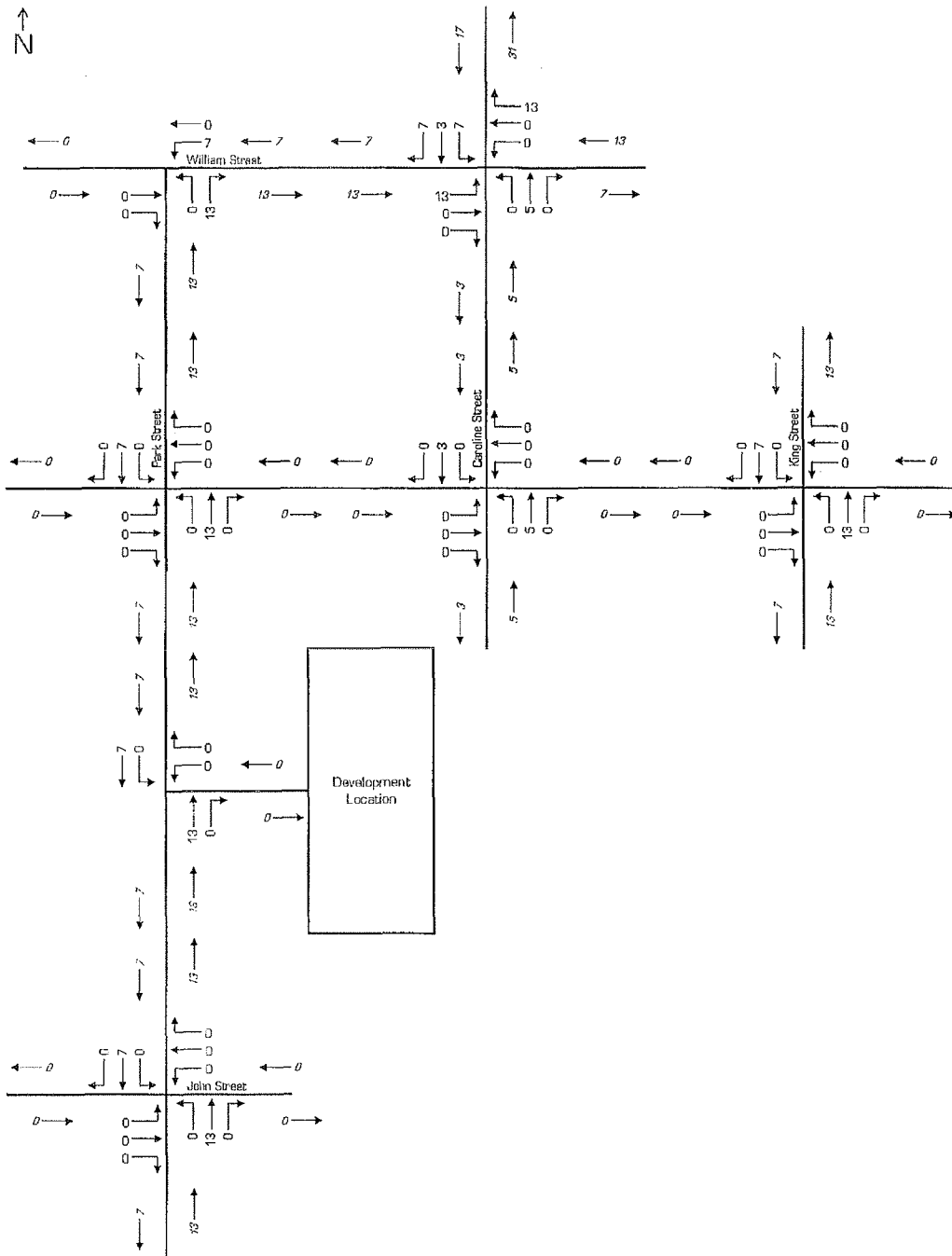


144 Park Tower 2, TIS

Appendix B1a



AM Peak Hour Alexandria Building Traffic

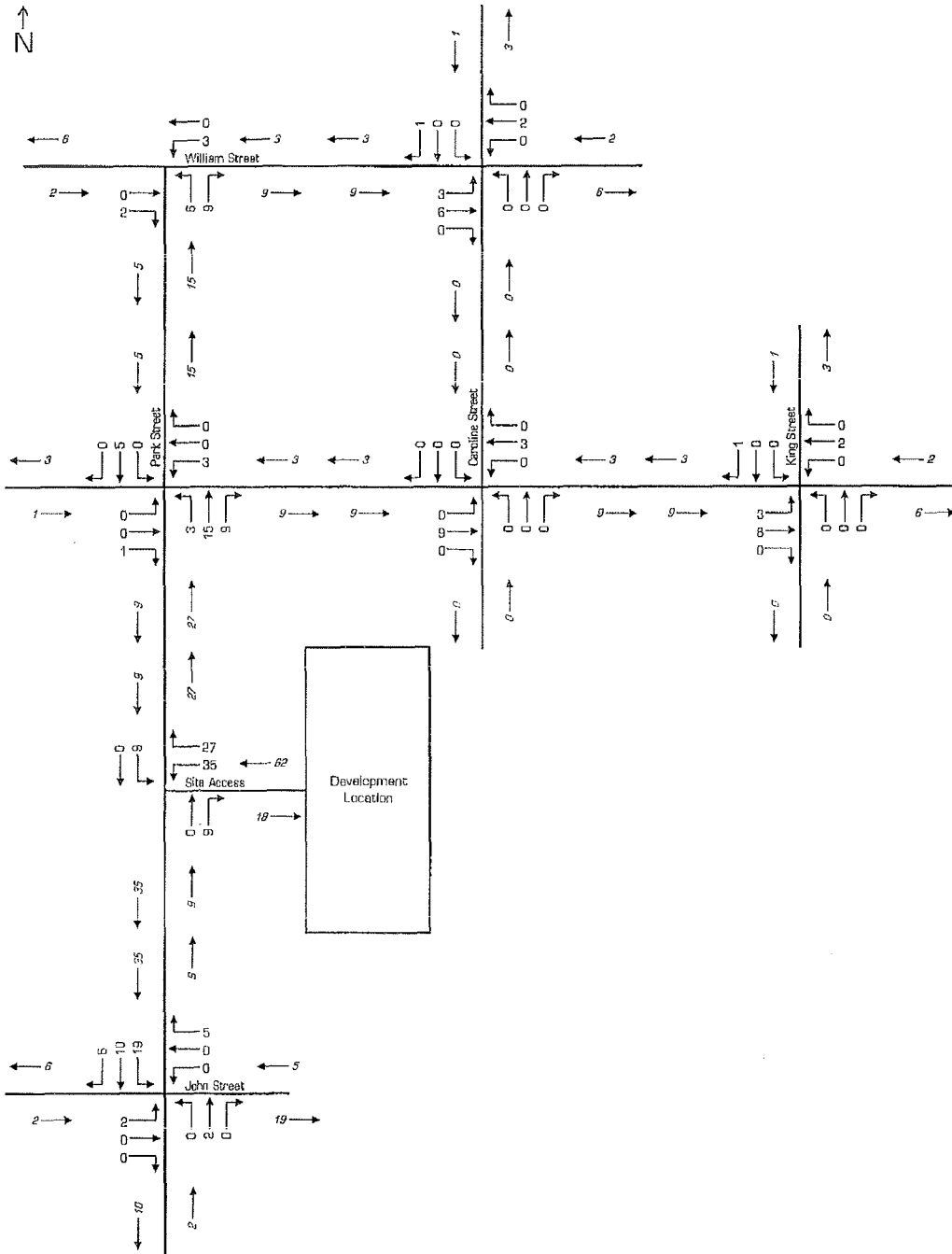


144 Park Tower 2, TIS

Appendix B1b



PM Peak Hour Alexandria Building Traffic

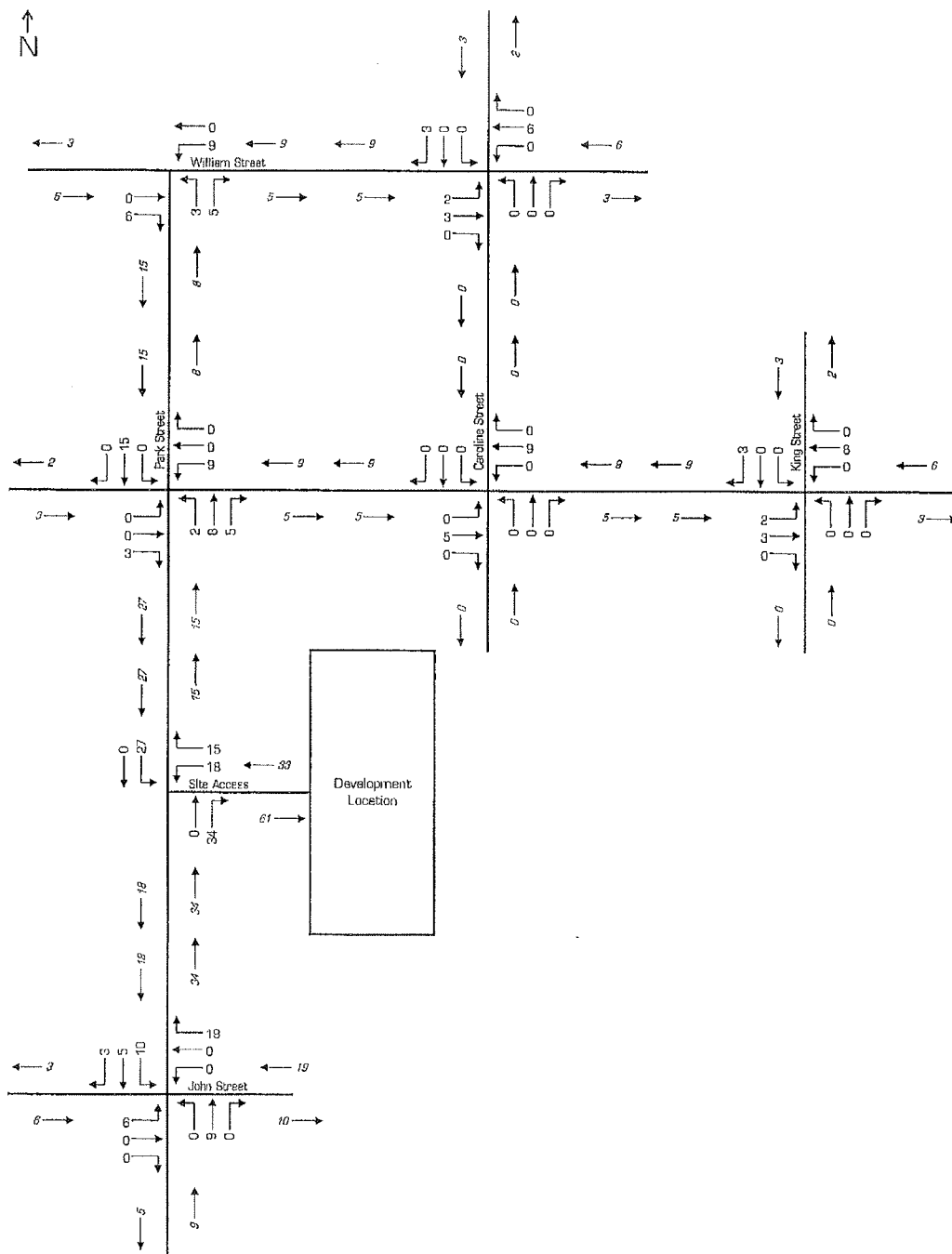


144 Park Tower 2, TIS

Appendix B2a



AM Peak Hour 21 Allen Street Traffic



144 Park Tower 2, TIS

Appendix B2b



PM Peak Hour 21 Allen Street Traffic

Appendix C

Background Traffic Operations

Lanes, Volumes, Timings
1: William Street & Caroline Street

144 Park Tower 2, TIS
2016 Background + Others AM



Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SEB	SEBT	SEBR
Lane Configurations	↖	↗		↖	↗		↕	↕	↕	↖	↗	↗
Volume (vph)	362	356	22	11	97	56	11	177	21	70	242	198
Ideal Flow (vphpl)	1775	1650	1000	1775	1650	1000	1000	1550	1000	1000	1650	1750
Storage Length (m)	45.0		0.0	25.0		0.0	0.0		0.0	0.0		0.0
Storage Lanes	1		0	1		0	0		0	0		1
Taper Length (m)	7.5		7.5	7.5		7.5	7.5		7.5	7.5		7.5
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped Bike Factor	0.98	1.00		0.99	0.98			1.00			1.00	0.95
Frt		0.991			0.945			0.987				0.850
Flt Protected	0.950			0.950				0.997			0.989	
Satd. Flow (prot)	1686	1612	0	1686	1482	0	0	1470	0	0	1598	1458
Flt Permitted	0.525			0.517				0.975			0.856	
Satd. Flow (perm)	914	1612	0	908	1482	0	0	1437	0	0	1381	1389
Right Turn on Red			Yes			Yes			Yes			Yes
Satd. Flow (RTOR)		7			35			7				220
Link Speed (k/h)		50			50			50				50
Link Distance (m)		94.2			64.7			244.6				82.0
Travel Time (s)		6.8			4.7			17.6				5.9
Confl. Peds. (#/hr)	14		9	9		14	35		7	7		35
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90
Heavy Vehicles (%)	0%	1%	5%	0%	3%	4%	0%	4%	0%	6%	1%	2%
Adj. Flow (vph)	402	396	24	12	108	62	12	197	23	78	269	220
Shared Lane Traffic (%)												
Lane Group Flow (vph)	402	420	0	12	170	0	0	232	0	0	347	220
Turn Type	pm+pt			Perm			Perm			Perm		Perm
Protected Phases	7	4			8			2			6	
Permitted Phases	4			8			2			6		6
Detector Phase	7	4		8	8		2	2		6	6	6
Switch Phase												
Minimum Initial (s)	5.0	19.0		19.0	19.0		23.0	23.0		23.0	23.0	23.0
Minimum Split (s)	9.0	25.0		25.0	25.0		29.0	29.0		29.0	29.0	29.0
Total Split (s)	26.0	51.0	0.0	25.0	25.0	0.0	29.0	29.0	0.0	29.0	29.0	29.0
Total Split (%)	32.5%	63.8%	0.0%	31.3%	31.3%	0.0%	36.3%	36.3%	0.0%	36.3%	36.3%	36.3%
Yellow Time (s)	3.0	4.0		4.0	4.0		4.0	4.0		4.0	4.0	4.0
All-Red Time (s)	1.0	2.0		2.0	2.0		2.0	2.0		2.0	2.0	2.0
Lost Time Adjust (s)	0.0	-2.0	0.0	-2.0	-2.0	0.0	0.0	-2.0	0.0	0.0	-2.0	-2.0
Total Lost Time (s)	4.0	4.0	4.0	4.0	4.0	4.0	6.0	4.0	4.0	6.0	4.0	4.0
Lead/Lag	Lead			Lag	Lag							
Lead-Lag Optimize?	Yes			Yes	Yes							
Recall Mode	None	C-Max		C-Max	C-Max		Max	Max		Max	Max	Max
Act Effct Green (s)	47.0	47.0		26.9	26.9			25.0			25.0	25.0
Actuated g/C Ratio	0.59	0.59		0.34	0.34			0.31			0.31	0.31
v/c Ratio	0.58	0.44		0.04	0.33			0.51			0.80	0.38
Control Delay	12.8	10.9		21.3	19.1			26.6			41.7	5.2
Queue Delay	0.0	0.0		0.0	0.0			0.0			0.0	0.0
Total Delay	12.8	10.9		21.3	19.1			26.6			41.7	5.2
LOS	B	B		C	B			C			D	A
Approach Delay		11.8			19.3			26.6			27.6	
Approach LOS		B			B			C			C	

Lanes, Volumes, Timings
1: William Street & Caroline Street

144 Park Tower 2, TIS
2016 Background + Others AM



Parameter	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Queue Length 50th (m)	29.7	31.3		1.2	14.5			27.3			47.3	0.0
Queue Length 95th (m)	47.3	50.4		5.2	33.4			48.0			89.4	14.2
Internal Link Dist (m)		70.2			40.7			220.6			58.0	
Turn Bay Length (m)	45.0			25.0								
Base Capacity (vph)	749	950		306	522			454			432	585
Starvation Cap Reductn	0	0		0	0			0			0	0
Spillback Cap Reductn	0	0		0	0			0			0	0
Storage Cap Reductn	0	0		0	0			0			0	0
Reduced v/c Ratio	0.54	0.44		0.04	0.33			0.51			0.80	0.38

Intersection Summary

Area Type: Other
 Cycle Length: 80
 Actuated Cycle Length: 80
 Offset: 8 (10%), Referenced to phase 4:EBTL and 8:WBTL, Start of Green
 Natural Cycle: 65
 Control Type: Actuated-Coordinated
 Maximum v/c Ratio: 0.80
 Intersection Signal Delay: 19.4
 Intersection LOS: B
 Intersection Capacity Utilization 90.7%
 ICU Level of Service E
 Analysis Period (min) 15
 # 95th percentile volume exceeds capacity, queue may be longer.
 Queue shown is maximum after two cycles.

Splits and Phases: 1: William Street & Caroline Street

 29 s	 51 s
 29 s	 26 s
	 25 s

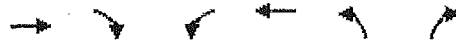


Lane Group	EBL	EBR	WBL	WBR	NBL	NBR
Lane Configurations	↔		↔	↔	↔	↔
Volume (vph)	372	66	224	113	24	359
Ideal Flow (vphpl)	1650	1000	1775	1900	1775	1750
Storage Length (m)		0.0	0.0		15.0	0.0
Storage Lanes		0	1		1	1
Taper Length (m)		7.5	7.5		7.5	7.5
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00
Flt	0.980					0.950
Flt Protected			0.950		0.950	
Satd. Flow (prot)	1617	0	1637	1845	1686	1473
Flt Permitted			0.950		0.950	
Satd. Flow (perm)	1617	0	1637	1845	1686	1473
Link Speed (k/h)	50			50	50	
Link Distance (m)	66.4			94.2	244.8	
Travel Time (s)	4.8			6.8	17.6	
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90
Heavy Vehicles (%)	0%	0%	3%	3%	0%	1%
Adj. Flow (vph)	413	73	249	126	27	399
Shared Lane Traffic (%)						
Lane Group Flow (vph)	486	0	249	126	27	399
Sign Control	Free			Free	Stop	

Intersection Summary	
Area Type:	Other
Control Type:	Unsignalized
Intersection Capacity Utilization	58.0%
ICU Level of Service	B
Analysis Period (min)	15

HCM Unsignalized Intersection Capacity Analysis
2: William Street & Park Street

144 Park Tower 2, TIS
2016 Background + Others AM



Movement	EBL	EBR	WBL	WBL	NBL	NBR
Lane Configurations	↔		↔	↔	↔	↔
Volume (veh/h)	372	66	224	113	24	359
Sign Control	Free			Free	Stop	
Grade	0%			0%	0%	
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90
Hourly flow rate (vph)	413	73	249	126	27	399
Pedestrians						
Lane Width (m)						
Walking Speed (m/s)						
Percent Blockage						
Right turn flare (veh)						
Median type	None			None		
Median storage (veh)						
Upstream signal (m)				94		
pX, platoon unblocked						
vC, conflicting volume			487		1073	450
vC1, stage 1 conf vol						
vC2, stage 2 conf vol						
vCu, unblocked vol			487		1073	450
tC, single (s)			4.1		6.4	6.2
tC, 2 stage (s)						
tF (s)			2.2		3.5	3.3
pD queue free %			77		86	35
cM capacity (veh/h)			1071		189	611

Direction Lane #	EB1	WB1	WB2	NB1	NB2
Volume Total	487	249	126	27	399
Volume Left	0	249	0	27	0
Volume Right	73	0	0	0	399
cSH	1700	1071	1700	189	611
Volume to Capacity	0.29	0.23	0.07	0.14	0.65
Queue Length 95th (m)	0.0	6.8	0.0	3.6	35.8
Control Delay (s)	0.0	9.4	0.0	27.2	21.3
Lane LOS		A		D	C
Approach Delay (s)	0.0	6.2		21.6	
Approach LOS				C	

Intersection Summary	
Average Delay	9.0
Intersection Capacity Utilization	58.0%
ICU Level of Service	B
Analysis Period (min)	15

Lanes, Volumes, Timings
3: Allen Street & King Street

144 Park Tower 2, TIS
2016 Background + Others AM



Lane Group	NBL	NBT	NBR	SBL	SBT	SBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations	↔		↔		↔		↔		↔		↔	
Volume (vph)	22	50	15	12	42	30	42	575	35	20	571	22
Ideal Flow (vphpl)	1000	1550	1000	1000	1650	1750	1000	1650	1000	1000	1650	1000
Storage Length (m)	0.0		0.0	0.0		10.0	0.0		0.0	0.0		0.0
Storage Lanes	0		0	0		1	0		0	0		0
Taper Length (m)	7.5		7.5	7.5		7.5	7.5		7.5	7.5		7.5
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00	0.95	0.95	0.95	0.95	0.95	0.95
Ped Bike Factor	0.99				1.00		0.96		1.00		1.00	
Frt	0.976				0.850		0.992		0.995		0.995	
Flt Protected	0.988				0.989		0.997		0.998		0.998	
Satd. Flow (prot)	0	1469	0	0	1632	1488	0	3009	0	0	2987	0
Flt Permitted	0.931				0.943		0.873		0.921		0.921	
Satd. Flow (perm)	0	1377	0	0	1551	1435	0	2634	0	0	2755	0
Right Turn on Red			Yes		Yes				Yes		Yes	
Satd. Flow (RTOR)	15				33		11		7		7	
Link Speed (k/h)	50				50		50		50		50	
Link Distance (m)	106.8				77.9		90.8		81.8		81.8	
Travel Time (s)	7.7				5.6		6.5		5.9		5.9	
Confl. Peds. (#/hr)	23		16	16		23	24		23	24		23
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90
Heavy Vehicles (%)	0%	0%	7%	0%	0%	0%	0%	3%	3%	11%	4%	0%
Adj. Flow (vph)	24	56	17	13	47	33	47	639	39	22	634	24
Shared Lane Traffic (%)												
Lane Group Flow (vph)	0	97	0	0	60	33	0	725	0	0	680	0
Turn Type	Perm		Perm		Perm		Perm		Perm		Perm	
Protected Phases	4				8		2		6		6	
Permitted Phases	4		8		8		2		6		6	
Detector Phase	4		4		8		8		2		2	
Switch Phase												
Minimum Initial (s)	26.0	26.0		26.0	26.0	26.0	42.0	42.0		42.0	42.0	
Minimum Split (s)	32.0	32.0		32.0	32.0	32.0	48.0	48.0		48.0	48.0	
Total Split (s)	32.0	32.0	0.0	32.0	32.0	32.0	48.0	48.0	0.0	48.0	48.0	0.0
Total Split (%)	40.0%	40.0%	0.0%	40.0%	40.0%	40.0%	60.0%	60.0%	0.0%	60.0%	60.0%	0.0%
Yellow Time (s)	4.0	4.0		4.0	4.0	4.0	4.0	4.0		4.0	4.0	
All-Red Time (s)	2.0	2.0		2.0	2.0	2.0	2.0	2.0		2.0	2.0	
Lost Time Adjust (s)	0.0	-2.0	-2.0	0.0	-2.0	-2.0	0.0	-2.0	0.0	0.0	-2.0	0.0
Total Lost Time (s)	6.0	4.0	2.0	6.0	4.0	4.0	6.0	4.0	4.0	6.0	4.0	4.0
Lead/Lag												
Lead-Lag Optimize?												
Recall Mode	None	None		None	None	None	C-Max	C-Max		C-Max	C-Max	
Act Effct Green (s)		28.0			28.0	28.0		51.2			51.2	
Actuated g/C Ratio		0.35			0.35	0.35		0.64			0.64	
v/c Ratio		0.20			0.11	0.06		0.43			0.39	
Control Delay		16.7			18.4	6.9		10.7			10.2	
Queue Delay		0.0			0.0	0.0		0.0			0.0	
Total Delay		16.7			18.4	6.9		10.7			10.2	
LOS		B			B	A		B			B	
Approach Delay		16.7			14.3			10.7			10.2	
Approach LOS		B			B			B			B	

Lanes, Volumes, Timings
3: Allen Street & King Street

144 Park Tower 2, TIS
2016 Background + Others AM

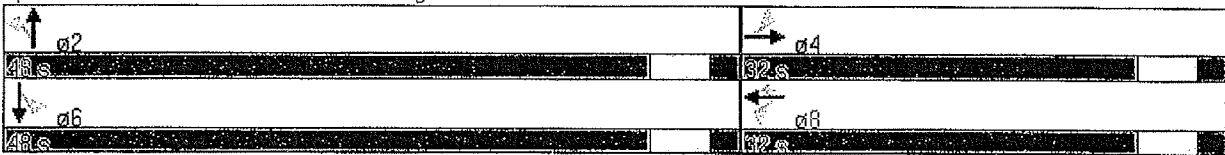


Lane Group	EBL	EBL	EBR	WBL	WBL	WBR	NBL	NBL	NBR	SBL	SBL	SBR
Queue Length 50th (m)		8.4			6.0	0.0			32.2			29.3
Queue Length 95th (m)		18.6			13.7	5.3			45.8			41.5
Internal Link Dist (m)		82.8			53.9				66.8			57.8
Turn Bay Length (m)						10.0						
Base Capacity (vph)		492			543	524			1690			1765
Starvation Cap Reductn		0			0	0			0			0
Spillback Cap Reductn		0			0	0			0			0
Storage Cap Reductn		0			0	0			0			0
Reduced v/c Ratio		0.20			0.11	0.06			0.43			0.39

Intersection Summary

Area Type: Other
 Cycle Length: 80
 Actuated Cycle Length: 80
 Offset: 40.8 (51%), Referenced to phase 2:NBT and 6:SBTL, Start of Green
 Natural Cycle: 80
 Control Type: Actuated-Coordinated
 Maximum v/c Ratio: 0.43
 Intersection Signal Delay: 11.1
 Intersection LOS: B
 Intersection Capacity Utilization 88.3%
 ICU Level of Service E
 Analysis Period (min) 15

Splits and Phases: 3: Allen Street & King Street



Lanes, Volumes, Timings
4: Allen Street & Caroline Street

144 Park Tower 2, TIS
2016 Background + Others AM



Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations	↕			↕			↕			↕		
Volume (vph)	25	51	26	30	21	52	1	94	11	84	167	9
Ideal Flow (vphpl)	1000	1550	1000	1000	1550	1000	1000	1550	1000	1000	1550	1000
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Frt		0.966			0.931			0.986			0.995	
Frt Protected		0.988			0.986						0.984	
Satd. Flow (prot)	0	1479	0	0	1364	0	0	1502	0	0	1494	0
Frt Permitted		0.988			0.986						0.984	
Satd. Flow (perm)	0	1479	0	0	1364	0	0	1502	0	0	1494	0
Link Speed (k/h)		50			50			50			50	
Link Distance (m)		97.9			106.8			59.9			244.6	
Travel Time (s)		7.0			7.7			4.3			17.6	
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90
Heavy Vehicles (%)	0%	0%	0%	15%	0%	0%	100%	1%	0%	5%	0%	0%
Adj. Flow (vph)	28	57	29	33	23	58	1	104	12	93	186	10
Shared Lane Traffic (%)												
Lane Group Flow (vph)	0	114	0	0	114	0	0	117	0	0	289	0
Sign Control		Stop			Stop			Stop			Stop	

Intersection Summary

Area Type: Other
 Control Type: Unsignalized
 Intersection Capacity Utilization 40.9% ICU Level of Service A
 Analysis Period (min) 15

HCM Unsignalized Intersection Capacity Analysis
4: Allen Street & Caroline Street

144 Park Tower 2, TIS
2016 Background + Others AM



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBT	SBL	SBR
Lane Configurations	↕			↕			↕			↕		
Sign Control	Stop			Stop			Stop			Stop		
Volume (vph)	25	51	26	30	21	52	1	94	11	84	167	9
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90
Hourly flow rate (vph)	28	57	29	33	23	58	1	104	12	93	186	10

Direction Lane	EBL	WBL	NBL	SBT
Volume Total (vph)	113	114	118	289
Volume Left (vph)	28	33	1	93
Volume Right (vph)	29	58	12	10
Adj. (s)	-0.10	-0.17	-0.03	0.07
Departure Headway (s)	5.0	4.9	4.8	4.7
Degree Utilization, x	0.16	0.16	0.16	0.38
Capacity (veh/h)	660	668	697	728
Control Delay (s)	8.9	8.8	8.7	10.5
Approach Delay (s)	8.9	8.8	8.7	10.5
Approach LOS	A	A	A	B

Intersection Summary	
Delay	9.6
HCM Level of Service	A
Intersection Capacity Utilization	40.9%
ICU Level of Service	A
Analysis Period (min)	15

Lanes, Volumes, Timings
5: Allen Street & Park Street

144 Park Tower 2, TIS
2016 Background + Others AM



Lane Group	EBL	EBJ	WBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations	↕		↕		↕		↕		↕		↕	
Volume (vph)	21	43	5	6	17	3	9	336	52	26	280	19
Ideal Flow (vphpl)	1000	1500	1000	1000	1500	1000	1000	1500	1000	1000	1500	1000
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped Bike Factor												
Frt	0.989				0.986				0.982		0.992	
Flt Protected	0.985				0.988				0.999		0.996	
Satd. Flow (prot)	0	1440	0	0	1298	0	0	1459	0	0	1477	0
Flt Permitted	0.985				0.988				0.999		0.996	
Satd. Flow (perm)	0	1440	0	0	1298	0	0	1459	0	0	1477	0
Link Speed (k/h)	50				50				50		50	
Link Distance (m)	84.0				97.9				58.8		244.8	
Travel Time (s)	6.0				7.0				4.2		17.6	
Confl. Peds. (#/hr)	6		16	16		6	24		20	20		24
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90
Heavy Vehicles (%)	5%	0%	0%	33%	7%	0%	0%	1%	0%	0%	0%	6%
Adj. Flow (vph)	23	48	6	7	19	3	10	373	58	29	311	21
Shared Lane Traffic (%)												
Lane Group Flow (vph)	0	77	0	0	29	0	0	441	0	0	361	0
Sign Control	Stop				Stop				Free		Free	

Intersection Summary

Area Type: Other
 Control Type: Unsignalized
 Intersection Capacity Utilization 53.5% ICU Level of Service A
 Analysis Period (min) 15

HCM Unsignalized Intersection Capacity Analysis
5: Allen Street & Park Street

144 Park Tower 2, TIS
2016 Background + Others AM



Movement	EB	EBL	EBR	WB	WBL	WBR	NB	NBL	NBR	SB	SBL	SBR
Lane Configurations		↕			↕			↕			↕	
Volume (veh/h)	21	43	5	6	17	3	9	336	52	26	280	19
Sign Control		Stop			Stop			Free			Free	
Grade		0%			0%			0%			0%	
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90
Hourly flow rate (vph)	23	48	6	7	19	3	10	373	58	29	311	21
Pedestrians		24			20			16			6	
Lane Width (m)		3.6			3.6			3.6			3.6	
Walking Speed (m/s)		1.2			1.2			1.2			1.2	
Percent Blockage		2			2			1			1	
Right turn flare (veh)												
Median type								None			None	
Median storage (veh)												
Upstream signal (m)								165				
pX, platoon unblocked												
vC, conflicting volume	844	875	362	867	856	428	356			451		
vC1, stage 1 conf vol												
vC2, stage 2 conf vol												
vCu, unblocked vol	844	875	362	867	856	428	356			451		
tC, single (s)	7.1	6.5	6.2	7.4	6.6	6.2	4.1			4.1		
tC, 2 stage (s)												
tF (s)	3.5	4.0	3.3	3.8	4.1	3.3	2.2			2.2		
pD queue free %	90	82	99	97	93	99	99			97		
bV capacity (veh/h)	243	270	665	191	270	617	1189			1101		

Direction Lane	EB	WB	NB	SB
Volume Total	77	29	441	361
Volume Left	23	7	10	29
Volume Right	6	3	58	21
cSH	272	262	1189	1101
Volume to Capacity	0.28	0.11	0.01	0.03
Queue Length 95th (m)	8.4	2.8	0.2	0.6
Control Delay (s)	23.3	20.5	0.3	0.9
Lane LOS	C	C	A	A
Approach Delay (s)	23.3	20.5	0.3	0.9
Approach LOS	C	C		

Intersection Summary			
Average Delay		3.1	
Intersection Capacity Utilization		53.5%	ICU Level of Service A
Analysis Period (min)		15	

Lanes, Volumes, Timings
6: John Street & Park Street

144 Park Tower 2, TIS
2016 Background + Others AM



Parameter	FBI	FBI	FBR	WBI	WBI	WBR	NBI	NBI	NBR	SEI	SEI	SBR
Lane Configurations												
Volume (vph)	10	68	14	35	31	20	11	383	81	27	236	31
Ideal Flow (vphpl)	1000	1550	1000	1775	1650	1000	1775	1650	1000	1775	1650	1000
Storage Length (m)	0.0		0.0	25.0		0.0	10.0		0.0	35.0		0.0
Storage Lanes	0		0	1		0	1		0	1		0
Taper Length (m)	7.5		7.5	7.5		7.5	7.5		7.5	7.5		7.5
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped Bike Factor		0.99		0.91	0.99		1.00	0.99		1.00	1.00	
Frt		0.979			0.941			0.974			0.983	
Flt Protected		0.995		0.950		0.950			0.950			
Satd. Flow (prot)	0	1442	0	1637	1436	0	1686	1572	0	1074	1604	0
Flt Permitted		0.964		0.745		0.579			0.432			
Satd. Flow (perm)	0	1395	0	1174	1436	0	1026	1572	0	486	1604	0
Right Turn on Red			Yes			Yes			Yes			Yes
Satd. Flow (RTOR)		16			22			25			16	
Link Speed (k/h)		50			50			50			50	
Link Distance (m)		59.1			75.8			41.2			105.9	
Travel Time (s)		4.3			5.5			3.0			7.6	
Confl. Peds. (#/hr)	5		34	34		5	2		10	10		2
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90
Heavy Vehicles (%)	14%	0%	8%	3%	11%	0%	0%	1%	5%	57%	1%	0%
Adj. Flow (vph)	11	76	16	39	34	22	12	426	90	30	262	34
Shared Lane Traffic (%)												
Lane Group Flow (vph)	0	103	0	39	56	0	12	516	0	30	296	0
Turn Type	Perm		Perm			Perm			Perm			
Protected Phases		4		8	8			2			6	6
Permitted Phases	4		8			2			6			
Detector Phase	4	4	8	8		2	2		6	6		
Switch Phase												
Minimum Initial (s)	10.0	10.0		10.0	10.0		28.0	28.0		28.0	28.0	
Minimum Split (s)	16.0	16.0		16.0	16.0		34.0	34.0		34.0	34.0	
Total Split (s)	26.0	26.0	0.0	26.0	26.0	0.0	34.0	34.0	0.0	34.0	34.0	0.0
Total Split (%)	43.3%	43.3%	0.0%	43.3%	43.3%	0.0%	56.7%	56.7%	0.0%	56.7%	56.7%	0.0%
Yellow Time (s)	4.0	4.0		4.0	4.0		4.0	4.0		4.0	4.0	
All-Red Time (s)	2.0	2.0		2.0	2.0		2.0	2.0		2.0	2.0	
Lost Time Adjust (s)	0.0	-2.0	0.0	-2.0	-2.0	0.0	-2.0	-2.0	0.0	-2.0	-2.0	0.0
Total Lost Time (s)	6.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0
Lead/Lag												
Lead-Lag Optimize?												
Recall Mode	None	None		None	None		C-Max	C-Max		C-Max	C-Max	
Act Effct Green (s)		12.8		12.8	12.8		43.2	43.2		43.2	43.2	
Actuated g/C Ratio		0.21		0.21	0.21		0.72	0.72		0.72	0.72	
v/c Ratio		0.33		0.16	0.17		0.02	0.45		0.09	0.26	
Control Delay		20.2		20.3	14.4		4.3	6.6		5.1	4.8	
Queue Delay		0.0		0.0	0.0		0.0	0.0		0.0	0.0	
Total Delay		20.2		20.3	14.4		4.3	6.6		5.1	4.8	
LOS		C		C	B		A	A		A	A	
Approach Delay		20.2			16.8			6.5			4.9	
Approach LOS		C			B			A			A	

Lanes, Volumes, Timings
6: John Street & Park Street

144 Park Tower 2, TIS
2016 Background + Others AM



Lane Group	EBB	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Queue Length 50th (m)		8.1		3.6	3.1		0.4	20.8		0.9	9.9	
Queue Length 95th (m)		18.1		9.5	10.0		1.9	46.3		4.0	22.5	
Internal Link Dist (m)		35.1			51.8			17.2			81.9	
Turn Bay Length (m)				25.0			10.0			35.0		
Base Capacity (vph)		522		430	540		739	1139		350	1159	
Starvation Cap Reductn		0		0	0		0	0		0	0	
Spillback Cap Reductn		0		0	0		0	0		0	0	
Storage Cap Reductn		0		0	0		0	0		0	0	
Reduced w/c Ratio		0.20		0.09	0.10		0.02	0.45		0.09	0.26	

Intersection Summary

Area Type: Other
 Cycle Length: 60
 Actuated Cycle Length: 60
 Offset: 0 (0%), Referenced to phase 2:NBTL and 6:SBTL, Start of Green
 Natural Cycle: 50
 Control Type: Actuated-Coordinated
 Maximum w/c Ratio: 0.45
 Intersection Signal Delay: 8.3
 Intersection Capacity Utilization 49.0%
 Analysis Period (min) 15
 Intersection LOS: A
 ICU Level of Service A

Splits and Phases: 6: John Street & Park Street

 24 s	 26 s
 24 s	 26 s

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Lanes, Volumes, Timings
7: Development Driveway & Park Street

144 Park Tower 2, TIS
2016 Background + Others AM



Lane Group	WBL	WBR	NBL	NBR	SBL	SBR
Lane Configurations	W		P			P
Volume (vph)	35	27	370	9	9	282
Ideal Flow (vphpl)	1765	1900	1650	1900	1900	1650
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00
Frt	0.941		0.997			
Flt Protected	0.973					0.998
Satd. Flow (prot)	1616	0	1629	0	0	1647
Flt Permitted	0.973					0.998
Satd. Flow (perm)	1616	0	1629	0	0	1647
Link Speed (k/h)	50		50			50
Link Distance (m)	38.0		105.9			58.8
Travel Time (s)	2.7		7.6			4.2
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90
Heavy Vehicles (%)	0%	0%	1%	0%	0%	0%
Adj. Flow (vph)	39	30	411	10	10	313
Shared Lane Traffic (%)						
Lane Group Flow (vph)	69	0	421	0	0	323
Sign Control	Stop		Free			Free

Intersection Summary

Area Type: Other
 Control Type: Unsignalized
 Intersection Capacity Utilization 36.0% ICU Level of Service A
 Analysis Period (min) 15

HCM Unsignalized Intersection Capacity Analysis
7: Development Driveway & Park Street

144 Park Tower 2, TIS
2016 Background + Others AM



Movement	WBL	WBR	NBL	NBR	SB	SB
Lane Configurations	2	2	2	2	2	2
Volume (veh/h)	35	27	370	9	9	282
Sign Control	Stop		Free			Free
Grade	0%		0%			0%
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90
Hourly flow rate (vph)	39	30	411	10	10	313
Pedestrians						
Lane Width (m)						
Walking Speed (m/s)						
Percent Blockage						
Right turn flare (veh)						
Median type			None			None
Median storage (veh)						
Upstream signal (m)			106			
pX, platoon unblocked	0.93	0.93			0.93	
vC, conflicting volume	749	416			421	
vC1, stage 1 conf vol						
vC2, stage 2 conf vol						
vCu, unblocked vol	696	339			345	
tC, single (s)	6.4	6.2			4.1	
tC, 2 stage (s)						
tF (s)	3.5	3.3			2.2	
pD queue free %	90	95			99	
cM capacity (veh/h)	380	661			1144	

Direction/Lane	WBL	NBL	SB
Volume Total	69	421	323
Volume Left	39	0	10
Volume Right	30	10	0
cSH	466	1700	1144
Volume to Capacity	0.15	0.25	0.01
Queue Length 95th (m)	3.9	0.0	0.2
Control Delay (s)	14.1	0.0	0.3
Lane LOS	B		A
Approach Delay (s)	14.1	0.0	0.3
Approach LOS	B		A

Intersection Summary			
Average Delay		1.3	
Intersection Capacity Utilization		36.0%	ICU Level of Service: A
Analysis Period (min)		15	

Lanes, Volumes, Timings
1: William Street & Caroline Street

144 Park Tower 2, TIS
2016 Background + Dthers PM



Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBT	SBT	SBR
Lane Configurations	↖	↗		↖	↗		↕			↖	↗	
Volume (vph)	284	193	10	14	290	108	7	246	28	38	253	417
Ideal Flow (vphpl)	1775	1650	1000	1775	1650	1000	1000	1550	1000	1000	1650	1750
Storage Length (m)	45.0		0.0	25.0		0.0	0.0		0.0	0.0		0.0
Storage Lanes	1		0	1		0	0		0	0		1
Taper Length (m)	7.5		7.5	7.5		7.5	7.5		7.5	7.5		7.5
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped Bike Factor	0.99	1.00		0.99	0.99			1.00			1.00	0.95
Frnt		0.993			0.959			0.987				0.850
Flt Protected	0.950			0.950				0.999			0.994	
Satd. Flow (prot)	1686	1620	0	1686	1554	0	0	1504	0	0	1603	1473
Flt Permitted	0.229			0.618				0.990			0.921	
Satd. Flow (perm)	403	1620	0	1083	1554	0	0	1490	0	0	1484	1406
Right Turn on Red			Yes			Yes			Yes			Yes
Satd. Flow (RTOR)		5			21			7				463
Link Speed (k/h)		50			50			50			50	
Link Distance (m)		94.2			64.7			244.6			82.0	
Travel Time (s)		6.8			4.7			17.6			5.9	
Confl. Peds. (#/hr)	14		9	9		14	35		7	7		35
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90
Heavy Vehicles (%)	0%	1%	0%	0%	0%	2%	17%	1%	0%	11%	1%	1%
Adj. Flow (vph)	316	214	11	16	322	120	8	273	31	42	281	463
Shared Lane Traffic (%)												
Lane Group Flow (vph)	316	225	0	16	442	0	0	312	0	0	323	463
Turn Type	pm+pt			Perm			Perm			Perm		Perm
Protected Phases	7	4		8	8		2	2		6	6	
Permitted Phases	4			8			2			6		6
Detector Phase	7	4		8	8		2	2		6	6	6
Switch Phase												
Minimum Initial (s)	5.0	24.0		24.0	24.0		28.0	28.0		28.0	28.0	28.0
Minimum Split (s)	8.0	30.0		30.0	30.0		34.0	34.0		34.0	34.0	34.0
Total Split (s)	26.0	56.0	0.0	30.0	30.0	0.0	34.0	34.0	0.0	34.0	34.0	34.0
Total Split (%)	28.9%	62.2%	0.0%	33.3%	33.3%	0.0%	37.8%	37.8%	0.0%	37.8%	37.8%	37.8%
Yellow Time (s)	2.0	4.0		4.0	4.0		4.0	4.0		4.0	4.0	4.0
All-Red Time (s)	1.0	2.0		2.0	2.0		2.0	2.0		2.0	2.0	2.0
Lost Time Adjust (s)	1.0	-2.0	0.0	-2.0	-2.0	0.0	0.0	-2.0	0.0	0.0	-2.0	-2.0
Total Lost Time (s)	4.0	4.0	4.0	4.0	4.0	4.0	6.0	4.0	4.0	6.0	4.0	4.0
Lead/Lag	Lead			Lag	Lag							
Lead-Lag Optimize?	Yes			Yes	Yes							
Recell Mode	None	C-Max		C-Max	C-Max		Max	Max		Max	Max	Max
Act Effct Green (s)	52.0	52.0		32.9	32.9			30.0			30.0	30.0
Act/ated g/C Ratio	0.58	0.58		0.37	0.37			0.33			0.33	0.33
v/c Ratio	0.71	0.24		0.04	0.76			0.62			0.65	0.60
Control Delay	20.0	9.9		21.9	36.0			31.2			33.0	5.9
Queue Delay	0.0	0.0		0.0	0.0			0.0			0.0	0.0
Total Delay	20.0	9.9		21.9	36.0			31.2			33.0	5.9
LOS	C	A		C	D			C			C	A
Approach Delay		15.8			35.5			31.2			17.0	
Approach LOS		B			D			C			B	

Lanes, Volumes, Timings
1: William Street & Caroline Street

144 Park Tower 2, TIS
2016 Background + Others PM

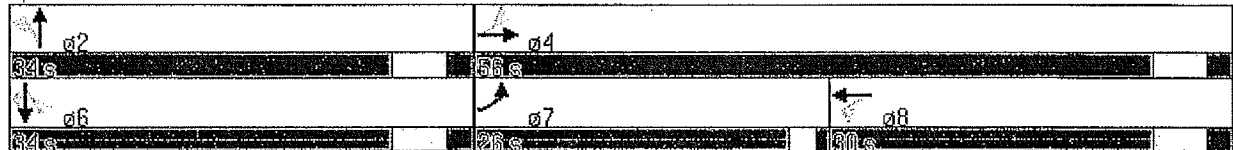


Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Queue Length 50th (m)	25.9	17.0		1.7	62.0			43.3			46.5	0.0
Queue Length 95th (m)	45.2	28.5		6.6	#128.5			70.5			74.7	20.9
Internal Link Dist. (m)		70.2			40.7			220.6			58.0	
Turn Bay Length (m)	45.0			25.0								
Base Capacity (vph)	546	938		397	582			501			495	777
Starvation Cap Reductn	0	0		0	0			0			0	0
Spillback Cap Reductn	0	0		0	0			0			0	0
Storage Cap Reductn	0	0		0	0			0			0	0
Reduced v/c Ratio	0.58	0.24		0.04	0.76			0.62			0.65	0.60

Intersection Summary

Area Type: Other
 Cycle Length: 90
 Actuated Cycle Length: 90
 Offset: 48 (53%), Referenced to phase 4:EBTL and 8:WBTL, Start of Green
 Natural Cycle: 80
 Control Type: Actuated-Coordinated
 Maximum v/c Ratio: 0.76
 Intersection Signal Delay: 22.8
 Intersection LOS: C
 Intersection Capacity Utilization 90.0%
 ICU Level of Service E
 Analysis Period (min) 15
 # 95th percentile volume exceeds capacity, queue may be longer.
 Queue shown is maximum after two cycles.

Splits and Phases: 1: William Street & Caroline Street



Lanes, Volumes, Timings
2: William Street & Park Street

144 Park Tower 2, TIS
2016 Background + Others PM



Lane Group	EBL	EBR	WBL	WBR	NBL	NBR
Lane Configurations	↰		↰	↰	↰	↰
Volume (vph)	174	37	493	290	44	343
Ideal Flow (vphpl)	1650	1000	1775	1900	1775	1750
Storage Length (m)		0.0	0.0		15.0	0.0
Storage Lanes		0	1		1	1
Taper Length (m)		7.5	7.5		7.5	7.5
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00
Frt	0.976					0.850
Flt Protected			0.950		0.950	
Satd. Flow (prot)	1610	0	1670	1900	1686	1473
Flt Permitted			0.950		0.950	
Satd. Flow (perm)	1610	0	1670	1900	1686	1473
Link Speed (k/h)	50			50	50	
Link Distance (m)	66.4			94.2	244.8	
Travel Time (s)	4.8			6.8	17.6	
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90
Heavy Vehicles (%)	0%	0%	1%	0%	0%	1%
Adj. Flow (vph)	193	41	548	322	49	381
Shared Lane Traffic (%)						
Lane Group Flow (vph)	234	0	548	322	49	381
Sign Control	Free			Free	Stop	

Intersection Summary
 Area Type: Other
 Control Type: Unsignalized
 Intersection Capacity Utilization 55.7% ICU Level of Service B
 Analysis Period (min) 15

HCM Unsignalized Intersection Capacity Analysis
2: William Street & Park Street

144 Park Tower 2, TIS
2016 Background + Others PM



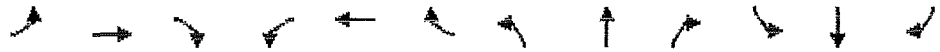
Movement	EBL	EBR	WBL	WBR	NBL	NBR
Lane Configurations	↩	↩	↩	↩	↩	↩
Volume (veh/h)	174	37	493	290	44	343
Sign Control	Free			Free	Stop	
Grade	0%			0%	0%	
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90
Hourly flow rate (vph)	193	41	548	322	49	381
Pedestrians						
Lane Width (m)						
Walking Speed (m/s)						
Percent Blockage						
Right turn flare (veh)						
Median type	None			None		
Median storage (veh)						
Upstream signal (m)				94		
pX, platoon unblocked						
vC, conflicting volume			234		1632	214
vC1, stage 1 conf vol						
vC2, stage 2 conf vol						
vCu, unblocked vol			234		1632	214
tC, single (s)			4.1		6.4	6.2
tC, 2 stage (s)						
tF (s)			2.2		3.5	3.3
pD queue free %			59		27	54
cM capacity (veh/h)			1339		67	829

Direction/Lane #	EBL1	WBL1	WBL2	NBL1	NBL2
Volume Total	234	548	322	49	381
Volume Left	0	548	0	49	0
Volume Right	41	0	0	0	381
cSH	1700	1339	1700	67	829
Volume to Capacity	0.14	0.41	0.19	0.73	0.46
Queue Length 95th (m)	0.0	15.3	0.0	24.8	18.4
Control Delay (s)	0.0	9.5	0.0	145.4	13.0
Lane LOS		A		F	B
Approach Delay (s)	0.0	6.0		28.0	
Approach LOS				D	

Intersection Summary	
Average Delay	11.3
Intersection Capacity Utilization	55.7%
ICU Level of Service	B
Analysis Period (min)	15

Lanes, Volumes, Timings
3: Allen Street & King Street

144 Park Tower 2, TIS
2016 Background + Others PM



Lane Group	EBL	EBR	EBP	WBL	WBT	WBR	NBL	NBT	NBR	SEB	SEI	SEB
Lane Configurations	↔			↑		↑	↔			↔		
Volume (vph)	33	57	40	28	47	34	59	624	17	18	827	26
Ideal Flow (vphpl)	1000	1550	1000	1000	1650	1750	1000	1650	1000	1000	1650	1000
Storage Length (m)	0.0		0.0	0.0		10.0	0.0		0.0	0.0		0.0
Storage Lanes	0		0	0		1	0		0	0		0
Taper Length (m)	7.5		7.5	7.5		7.5	7.5		7.5	7.5		7.5
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00	0.95	0.95	0.95	0.95	0.95	0.95
Ped Bike Factor		0.98			0.99	0.96		1.00			1.00	
Frt		0.959				0.850		0.996			0.996	
Flt Protected		0.987			0.982			0.996			0.999	
Satd. Flow (prot)	0	1428	0	0	1620	1488	0	2995	0	0	2994	0
Flt Permitted		0.917			0.873			0.785			0.931	
Satd. Flow (perm)	0	1318	0	0	1433	1430	0	2360	0	0	2790	0
Right Turn on Red			Yes			Yes			Yes			Yes
Satd. Flow (RTOR)		26				38		5			6	
Link Speed (k/h)		50			50			50			50	
Link Distance (m)		106.8			77.9			90.8			81.8	
Travel Time (s)		7.7			5.6			6.5			5.9	
Confl. Peds. (#/hr)	23		16	16		23	24		23	24		23
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90
Heavy Vehicles (%)	7%	0%	0%	0%	0%	0%	2%	4%	0%	6%	4%	5%
Adj. Flow (vph)	37	63	44	31	52	38	66	693	19	20	919	29
Shared Lane Traffic (%)												
Lane Group Flow (vph)	0	144	0	0	83	38	0	778	0	0	968	0
Turn Type	Perm			Perm		Perm	Perm			Perm		
Protected Phases		4			8			2			6	
Permitted Phases	4			8		8	2			6		
Detector Phase	4	4		8	8	8	2	2		6	6	
Switch Phase												
Minimum Initial (s)	27.0	27.0		27.0	27.0	27.0	51.0	51.0		51.0	51.0	
Minimum Split (s)	33.0	33.0		33.0	33.0	33.0	57.0	57.0		57.0	57.0	
Total Split (s)	33.0	33.0	0.0	33.0	33.0	33.0	57.0	57.0	0.0	57.0	57.0	0.0
Total Split (%)	36.7%	36.7%	0.0%	36.7%	36.7%	36.7%	63.3%	63.3%	0.0%	63.3%	63.3%	0.0%
Yellow Time (s)	4.0	4.0		4.0	4.0	4.0	4.0	4.0		4.0	4.0	
All-Red Time (s)	2.0	2.0		2.0	2.0	2.0	2.0	2.0		2.0	2.0	
Lost Time Adjust (s)	0.0	-2.0	-2.0	0.0	-2.0	-2.0	0.0	-2.0	0.0	0.0	-2.0	0.0
Total Lost Time (s)	6.0	4.0	2.0	6.0	4.0	4.0	6.0	4.0	4.0	6.0	4.0	4.0
Lead/Lag												
Lead-Lag Optimize?												
Recall Mode	None	None		None	None	None	C-Max	C-Max		C-Max	C-Max	
Act Effct Green (s)		29.0			29.0	29.0		53.0			53.0	
Actuated g/C Ratio		0.32			0.32	0.32		0.59			0.59	
v/c Ratio		0.33			0.18	0.08		0.56			0.59	
Control Delay		21.2			23.3	7.7		13.2			13.4	
Queue Delay		0.0			0.0	0.0		0.0			0.0	
Total Delay		21.2			23.3	7.7		13.2			13.4	
LOS		C			C	A		B			B	
Approach Delay		21.2			18.4			13.2			13.4	
Approach LOS		C			B			B			B	

Lanes, Volumes, Timings
3: Allen Street & King Street

144 Park Tower 2, TIS
2016 Background + Others PM

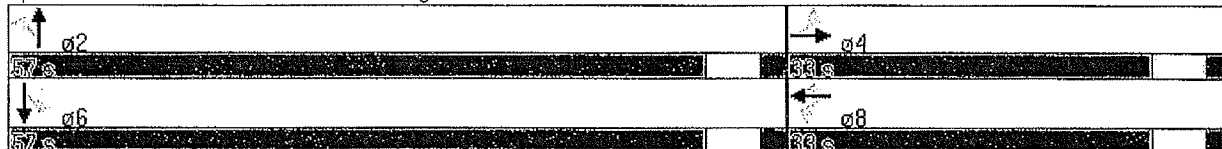


Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Queue Length 50th (m)		14.9			10.1	0.0		39.1			50.0	
Queue Length 95th (m)		30.0			20.7	6.4		54.7			67.5	
Internal Link Dist (m)		82.8			53.9			66.8			57.8	
Turn Bay Length (m)						10.0						
Base Capacity (vph)		442			462	487		1392			1645	
Starvation Cap Reductn		0			0	0		0			0	
Spillback Cap Reductn		0			0	0		0			0	
Storage Cap Reductn		0			0	0		0			0	
Reduced v/c Ratio		0.33			0.18	0.08		0.56			0.59	

Intersection Summary

Area Type: Other
 Cycle Length: 90
 Actuated Cycle Length: 90
 Offset: 2.7 (3%), Referenced to phase 2:NBTL and 6:SBTL, Start of Green
 Natural Cycle: 90
 Control Type: Actuated-Coordinated
 Maximum v/c Ratio: 0.59
 Intersection Signal Delay: 14.2
 Intersection LOS: B
 Intersection Capacity Utilization 102.3%
 ICU Level of Service G
 Analysis Period (min) 15

Splits and Phases: 3: Allen Street & King Street



Lanes, Volumes, Timings
4: Allen Street & Caroline Street

144 Park Tower 2, TIS
2016 Background + Others PM



Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SEL	SET	SEB
Lane Configurations	↔			↔			↔			↔		
Volume (vph)	29	26	24	39	45	60	21	247	34	79	108	14
Ideal Flow (vphpl)	1000	1550	1000	1000	1550	1000	1000	1550	1000	1000	1550	1000
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Frt		0.959			0.943			0.985			0.990	
Flt Protected		0.982			0.987			0.997			0.981	
Satd. Flow (prot)	0	1460	0	0	1443	0	0	1522	0	0	1505	0
Flt Permitted		0.982			0.987			0.997			0.981	
Satd. Flow (perm)	0	1460	0	0	1443	0	0	1522	0	0	1505	0
Link Speed (k/h)		50			50			50			50	
Link Distance (m)		97.9			106.8			59.9			244.6	
Travel Time (s)		7.0			7.7			4.3			17.6	
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90
Heavy Vehicles (%)	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Adj. Flow (vph)	32	29	27	43	50	67	23	274	38	88	120	16
Shared Lane Traffic (%)												
Lane Group Flow (vph)	0	88	0	0	160	0	0	335	0	0	224	0
Sign Control		Stop			Stop			Stop			Stop	

Intersection Summary

Area Type: Other
 Control Type: Unsignalized
 Intersection Capacity Utilization 55.2% ICU Level of Service B
 Analysis Period (min) 15

HCM Unsignalized Intersection Capacity Analysis
4: Allen Street & Caroline Street

144 Park Tower 2, TIS
2016 Background + Others PM



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBR	SBR
Lane Configurations	↕			↕			↕			↕		
Sign Control	Stop			Stop			Stop			Stop		
Volume (vph)	29	26	24	39	45	60	21	247	34	79	108	14
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90
Hourly flow rate (vph)	32	29	27	43	50	67	23	274	38	88	120	16

Direction/Lane	EBL	WBL	NBL	SBL
Volume Total (vph)	88	160	336	223
Volume Left (vph)	32	43	23	88
Volume Right (vph)	27	67	38	16
Hadj (s)	-0.11	-0.20	-0.05	0.04
Departure Headway (s)	5.5	5.3	4.9	5.1
Degree Utilization, x	0.13	0.23	0.45	0.32
Capacity (veh/h)	575	615	710	664
Control Delay (s)	9.3	9.9	11.8	10.4
Approach Delay (s)	9.3	9.9	11.8	10.4
Approach LOS	A	A	B	B

Intersection Summary	
Delay	10.8
HCM Level of Service	B
Intersection Capacity Utilization	55.2%
ICU Level of Service	B
Analysis Period (min)	15



Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SEB	SEB	SBR
Lane Configurations	↔			↔			↔			↔		
Volume (vph)	21	20	12	27	42	11	13	389	31	12	498	38
Ideal Flow (vphpl)	1000	1500	1000	1000	1500	1000	1000	1500	1000	1000	1500	1000
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped Bike Factor												
Frt	0.970			0.982			0.990			0.991		
Frt Protected	0.981			0.983			0.999			0.999		
Satd. Flow (prot)	0	1427	0	0	1448	0	0	1484	0	0	1484	0
Frt Permitted	0.981			0.983			0.999			0.999		
Satd. Flow (perm)	0	1427	0	0	1448	0	0	1484	0	0	1484	0
Link Speed (k/h)	50			50			50			50		
Link Distance (m)	84.0			97.9			58.8			244.8		
Travel Time (s)	6.0			7.0			4.2			17.6		
Confl. Peds. (#/hr)	6		16	16		6	24		20	20		24
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90
Heavy Vehicles (%)	0%	0%	0%	0%	0%	0%	0%	0%	0%	3%	0%	0%
Adj. Flow (vph)	23	22	13	30	47	12	14	432	34	13	553	42
Shared Lane Traffic (%)												
Lane Group Flow (vph)	0	58	0	0	89	0	0	480	0	0	608	0
Sign Control	Stop			Stop			Free			Free		

Intersection Summary

Area Type: Other

Control Type: Unsignalized

Intersection Capacity Utilization 58.3%

ICU Level of Service B

Analysis Period (min) 15

HCM Unsignalized Intersection Capacity Analysis
5: Allen Street & Park Street

144 Park Tower 2, TIS
2016 Background + Others PM



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕			↕			↕	
Volume (veh/h)	21	20	12	27	42	11	13	389	31	12	498	38
Sign Control		Stop			Stop			Free			Free	
Grade		0%			0%			0%			0%	
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90
Hourly flow rate (vph)	23	22	13	30	47	12	14	432	34	13	553	42
Pedestrians		24			20			16			6	
Lane Width (m)		3.6			3.6			3.6			3.6	
Walking Speed (m/s)		1.2			1.2			1.2			1.2	
Percent Blockage		2			2			1			1	
Right turn flare (veh)												
Median type								None			None	
Median storage veh												
Upstream signal (m)								165				
pX, platoon unblocked	0.98	0.98		0.98	0.98	0.98				0.98		
vC, conflicting volume	1145	1141	614	1140	1145	475	620			487		
vC1, stage 1 conf vol												
vC2, stage 2 conf vol												
vCu, unblocked vol	1139	1134	614	1133	1138	457	620			469		
tC, single (s)	7.1	6.5	6.2	7.1	6.5	6.2	4.1			4.1		
tC, 2 stage (s)												
tF (s)	3.5	4.0	3.3	3.5	4.0	3.3	2.2			2.2		
pO queue free %	82	88	97	79	75	98	98			99		
cM capacity (veh/h)	130	188	479	146	187	584	951			1051		

Direction/Lane #	EBL	WBL	NBL	SBL
Volume Total	59	89	481	609
Volume Left	23	30	14	13
Volume Right	13	12	34	42
cSH	181	187	951	1051
Volume to Capacity	0.33	0.48	0.02	0.01
Queue Length 95th (m)	10.0	17.2	0.3	0.3
Control Delay (s)	34.2	40.7	0.4	0.3
Lane LOS	D	E	A	A
Approach Delay (s)	34.2	40.7	0.4	0.3
Approach LOS	D	E		

Intersection Summary	
Average Delay	4.9
Intersection Capacity Utilization	58.3%
ICU Level of Service	B
Analysis Period (min)	15

Lanes, Volumes, Timings
6: John Street & Park Street

144 Park Tower 2, TIS
2016 Background + Others PM



Lane Group	EB	EB	EB	WB	WB	WB	NB	NB	NB	SB	SB	SB
Lane Configurations	↔		↑		↓		↑		↓		↑	
Volume (vph)	30	39	13	84	99	42	28	359	54	29	424	48
Ideal Flow (vphpl)	1000	1550	1000	1775	1650	1000	1775	1650	1000	1775	1650	1000
Storage Length (m)	0.0		0.0	25.0		0.0	10.0		0.0	35.0		0.0
Storage Lanes	0		0	1		0	1		0	1		0
Taper Length (m)	7.5		7.5	7.5		7.5	7.5		7.5	7.5		7.5
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped Bike Factor		0.98		0.91	0.99		1.00	1.00		0.99	1.00	
Frt		0.979			0.955			0.980			0.985	
Flt Protected		0.982		0.950		0.950			0.950			
Satd. Flow (prot)	0	1422	0	1637	1559	0	1686	1611	0	1686	1622	0
Flt Permitted		0.833		0.778		0.424			0.467			
Satd. Flow (perm)	0	1201	0	1221	1559	0	752	1611	0	825	1622	0
Right Turn on Red			Yes			Yes			Yes			Yes
Satd. Flow (RTOR)		14			40			18			14	
Link Speed (k/h)		50			50			50			50	
Link Distance (m)		59.1			75.8			41.2			105.9	
Travel Time (s)		4.3			5.5			3.0			7.6	
Confl. Peds. (#/hr)	5		34	34		5	2		10	10		2
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90
Heavy Vehicles (%)	0%	6%	0%	3%	0%	0%	0%	0%	0%	0%	0%	0%
Adj. Flow (vph)	33	43	14	93	110	47	31	399	60	32	471	53
Shared Lane Traffic (%)												
Lane Group Flow (vph)	0	90	0	93	157	0	31	459	0	32	524	0
Turn Type	Perm			Perm		Perm			Perm			
Protected Phases		4			8			2			6	
Permitted Phases	4			8		2			6			
Detector Phase	4	4		8	8	2	2		6	6		
Switch Phase												
Minimum Initial (s)	10.0	10.0		10.0	10.0	28.0	28.0		28.0	28.0		
Minimum Split (s)	16.0	16.0		16.0	16.0	34.0	34.0		34.0	34.0		
Total Split (s)	26.0	26.0	0.0	26.0	26.0	0.0	34.0	34.0	0.0	34.0	34.0	0.0
Total Split (%)	43.3%	43.3%	0.0%	43.3%	43.3%	0.0%	56.7%	56.7%	0.0%	56.7%	56.7%	0.0%
Yellow Time (s)	4.0	4.0		4.0	4.0	4.0	4.0		4.0	4.0		
All-Red Time (s)	2.0	2.0		2.0	2.0	2.0	2.0		2.0	2.0		
Lost Time Adjust (s)	0.0	-2.0	0.0	-2.0	-2.0	0.0	-2.0	-2.0	0.0	-2.0	-2.0	0.0
Total Lost Time (s)	6.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0
Lead/Lag												
Lead-Lag Optimize?												
Recall Mode	None	None		None	None	C-Max	C-Max		C-Max	C-Max		
Act Effct Green (s)		13.3		13.3	13.3	42.7	42.7		42.7	42.7		
Actuated g/C Ratio		0.22		0.22	0.22	0.71	0.71		0.71	0.71		
w/c Ratio		0.32		0.34	0.42	0.06	0.40		0.05	0.45		
Control Delay		19.9		22.9	18.1	5.0	6.4		4.9	7.1		
Queue Delay		0.0		0.0	0.0	0.0	0.0		0.0	0.0		
Total Delay		19.9		22.9	18.1	5.0	6.4		4.9	7.1		
LOS		B		C	B	A	A		A	A		
Approach Delay		19.9			19.9		6.3			6.9		
Approach LOS		B			B		A			A		

Lanes, Volumes, Timings
6: John Street & Park Street

144 Park Tower 2, TIS
2016 Background + Others PM

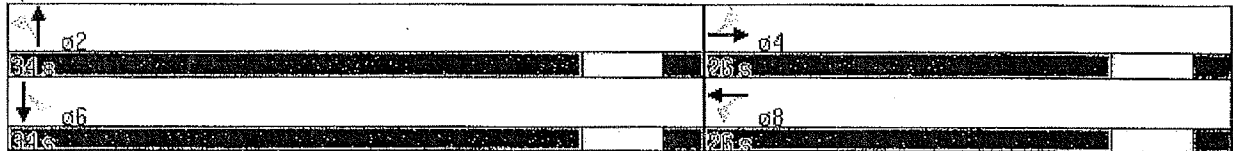


Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Queue Length 50th (m)	7.1			8.8	11.1		0.9	17.8		1.0	21.8	
Queue Length 95th (m)	16.1			17.9	22.7		4.1	42.0		4.2	51.0	
Internal Link Dist (m)	35.1				51.8			17.2			81.9	
Turn Bay Length (m)				25.0			10.0			35.0		
Base Capacity (vph)	449			448	597		535	1151		587	1158	
Starvation Cap Reductn	0			0	0		0	0		0	0	
Spillback Cap Reductn	0			0	0		0	0		0	0	
Storage Cap Reductn	0			0	0		0	0		0	0	
Reduced v/c Ratio	0.20			0.21	0.26		0.06	0.40		0.05	0.45	

Intersection Summary

Area Type: Other
 Cycle Length: 60
 Actuated Cycle Length: 60
 Offset: 0 (0%), Referenced to phase 2:NBTL and 6:SBTL, Start of Green
 Natural Cycle: 50
 Control Type: Actuated-Coordinated
 Maximum v/c Ratio: 0.45
 Intersection Signal Delay: 9.9
 Intersection Capacity Utilization 56.5%
 Analysis Period (min) 15
 Intersection LDS: A
 ICU Level of Service B

Splits and Phases: 6: John Street & Park Street



Lanes, Volumes, Timings
7: Development Entrance & Park Street

144 Park Tower 2, TIS
2016 Background + Others PM



Lane Group	WBL	WBR	NBT	NBR	SBL	SBR
Lane Configurations	T		T		T	
Volume (vph)	18	15	418	34	27	509
Ideal Flow (vphpl)	1765	1900	1650	1900	1900	1650
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00
Frt	0.938		0.990			
Frt Protected	0.974					0.997
Satd. Flow (prot)	1613	0	1634	0	0	1630
Frt Permitted	0.974					0.997
Satd. Flow (perm)	1613	0	1634	0	0	1630
Link Speed (k/h)	50		50			50
Link Distance (m)	38.0		105.9			58.8
Travel Time (s)	2.7		7.6			4.2
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90
Heavy Vehicles (%)	0%	0%	0%	0%	0%	1%
Adj. Flow (vph)	20	17	464	38	30	566
Shared Lane Traffic (%)						
Lane Group Flow (vph)	37	0	502	0	0	596
Sign Control	Stop		Free			Free

Intersection Summary:

Area Type: Other
 Control Type: Unsignalized
 Intersection Capacity Utilization: 66.2% ICU Level of Service C
 Analysis Period (min): 15

HCM Unsignalized Intersection Capacity Analysis
 7: Development Entrance & Park Street

144 Park Tower 2, TIS
 2016 Background + Others PM



Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations	WT		BT		WT	BT
Volume (veh/h)	18	15	418	34	27	509
Sign Control	Stop		Free		Free	Free
Grade	0%		0%		0%	0%
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90
Hourly flow rate (vph)	20	17	464	38	30	566
Pedestrians						
Lane Width (m)						
Walking Speed (m/s)						
Percent Blockage						
Right turn flare (veh)						
Median type			None			None
Median storage veh						
Upstream signal (m)			106			
pX, platoon unblocked	0.92	0.92			0.92	
vC, conflicting volume	1109	483			502	
vC1, stage 1 conf vol						
vC2, stage 2 conf vol						
vCu, unblocked vol	1074	393			413	
tC, single (s)	6.4	6.2			4.1	
tC, 2 stage (s)						
tF (s)	3.5	3.3			2.2	
pD queue free %	91	97			97	
cM capacity (veh/h)	219	607			1062	

Direction/Lane #	WBL	NBL	SBL
Volume Total	37	502	596
Volume Left	20	0	30
Volume Right	17	38	0
cSH	309	1700	1062
Volume to Capacity	0.12	0.30	0.03
Queue Length 95th (m)	3.0	0.0	0.7
Control Delay (s)	18.2	0.0	0.8
Lane LOS	C		A
Approach Delay (s)	18.2	0.0	0.8
Approach LOS	C		

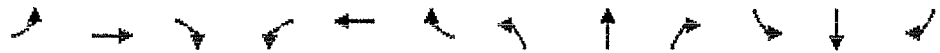
Intersection Summary		
Average Delay		1.0
Intersection Capacity Utilization	66.2%	ICU Level of Service C
Analysis Period (min)		15

Appendix D

Future Total Traffic Operations

Lanes, Volumes, Timings
1: William Street & Caroline Street

144 Park Tower 2, TIS
2016 Total AM



Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations	↵	↶		↵	↶		↕			↶	↷	
Volume (vph)	366	364	22	11	99	56	11	177	21	70	242	199
Ideal Flow (vphpl)	1775	1650	1000	1775	1650	1000	1000	1550	1000	1000	1650	1750
Storage Length (m)	45.0		0.0	25.0		0.0	0.0		0.0	0.0		0.0
Storage Lanes	1		0	1		0	0		0	0		1
Taper Length (m)	7.5		7.5	7.5		7.5	7.5		7.5	7.5		7.5
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped Bike Factor	0.98	1.00		0.99	0.98			1.00			1.00	0.95
Frt		0.992			0.946			0.987				0.850
Flt Protected	0.950			0.950				0.997			0.989	
Satd. Flow (prot)	1686	1614	0	1686	1484	0	0	1470	0	0	1598	1458
Flt Permitted	0.522			0.513				0.975			0.856	
Satd. Flow (perm)	909	1614	0	901	1484	0	0	1437	0	0	1381	1389
Right Turn on Red			Yes			Yes			Yes			Yes
Satd. Flow (RTOR)		6			34			7				221
Link Speed (k/h)		50			50			50				50
Link Distance (m)		94.2			64.7			244.6				82.0
Travel Time (s)		6.8			4.7			17.6				5.9
Confl. Peds. (#/hr)	14		9	9		14	35		7	7		35
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90
Heavy Vehicles (%)	0%	1%	5%	0%	3%	4%	0%	4%	0%	6%	1%	2%
Adj. Flow (vph)	407	404	24	12	110	62	12	197	23	78	269	221
Shared Lane Traffic (%)												
Lane Group Flow (vph)	407	428	0	12	172	0	0	232	0	0	347	221
Turn Type	pm+pt			Perm			Perm			Perm		Perm
Protected Phases	7	4			8			2			6	
Permitted Phases	4			8			2			6		6
Detector Phase	7	4		8	8		2	2		6	6	6
Switch Phase												
Minimum Initial (s)	5.0	19.0		19.0	19.0		23.0	23.0		23.0	23.0	23.0
Minimum Split (s)	9.0	25.0		25.0	25.0		29.0	29.0		29.0	29.0	29.0
Total Split (s)	26.0	51.0	0.0	25.0	25.0	0.0	29.0	29.0	0.0	29.0	29.0	29.0
Total Split (%)	32.5%	63.8%	0.0%	31.3%	31.3%	0.0%	36.3%	36.3%	0.0%	36.3%	36.3%	36.3%
Yellow Time (s)	3.0	4.0		4.0	4.0		4.0	4.0		4.0	4.0	4.0
All-Red Time (s)	1.0	2.0		2.0	2.0		2.0	2.0		2.0	2.0	2.0
Lost Time Adjust (s)	0.0	-2.0	0.0	-2.0	-2.0	0.0	0.0	-2.0	0.0	0.0	-2.0	-2.0
Total Lost Time (s)	4.0	4.0	4.0	4.0	4.0	4.0	6.0	4.0	4.0	6.0	4.0	4.0
Lead/Lag	Lead			Lag	Lag							
Lead-Lag Optimize?	Yes			Yes	Yes							
Recall Mode	None	C-Max		C-Max	C-Max		Max	Max		Max	Max	Max
Act Effct Green (s)	47.0	47.0		26.8	26.8			25.0			25.0	25.0
Actuated g/C Ratio	0.59	0.59		0.34	0.34			0.31			0.31	0.31
v/c Ratio	0.59	0.45		0.04	0.33			0.51			0.80	0.38
Control Delay	12.9	11.0		21.4	19.5			26.6			41.7	5.2
Queue Delay	0.0	0.0		0.0	0.0			0.0			0.0	0.0
Total Delay	12.9	11.0		21.4	19.5			26.6			41.7	5.2
LOS	B	B		C	B			C			D	A
Approach Delay		11.9			19.6			26.6			27.5	
Approach LOS		B			B			C			C	

Lanes, Volumes, Timings
1: William Street & Caroline Street

144 Park Tower 2, TIS
2016 Total AM



Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Queue Length 50th (m)	30.2	32.3		1.2	14.9				27.3		47.3	0.0
Queue Length 95th (m)	48.1	51.8		5.2	33.8				48.0		#89.4	14.2
Internal Link Dist (m)		70.2			40.7				220.6		58.0	
Turn Bay Length (m)	45.0			25.0								
Base Capacity (vph)	748	951		302	520				454		432	586
Starvation Cap Reductn	0	0		0	0				0		0	0
Spillback Cap Reductn	0	0		0	0				0		0	0
Storage Cap Reductn	0	0		0	0				0		0	0
Reduced v/c Ratio	0.54	0.45		0.04	0.33				0.51		0.80	0.38

Intersection Summary

Area Type: Other
 Cycle Length: 80
 Actuated Cycle Length: 80
 Offset: 8 (10%), Referenced to phase 4:EBTL and 8:WBTL, Start of Green
 Natural Cycle: 65
 Control Type: Actuated-Coordinated
 Maximum v/c Ratio: 0.80
 Intersection Signal Delay: 19.4
 Intersection LOS: B
 Intersection Capacity Utilization 91.1%
 ICU Level of Service F
 Analysis Period (min) 15
 # 95th percentile volume exceeds capacity, queue may be longer.
 Queue shown is maximum after two cycles.

Splits and Phases: 1: William Street & Caroline Street

 29 s	 51 s
 29 s	 26 s
	 25 s



Lane Group	EB	WB	NB	SB
Lane Configurations	↓	↑	↑	↑
Volume (vph)	372	68	226	113
Ideal Flow (vphpl)	1650	1000	1775	1900
Storage Length (m)		0.0	0.0	15.0
Storage Lanes		0	1	1
Taper Length (m)		7.5	7.5	7.5
Lane Util. Factor	1.00	1.00	1.00	1.00
Frt	0.979			0.850
Flt Protected		0.950		0.950
Satd. Flow (prot)	1615	0	1637	1845
Flt Permitted		0.950		0.950
Satd. Flow (perm)	1615	0	1637	1845
Link Speed (k/h)	50		50	50
Link Distance (m)	66.4		94.2	244.8
Travel Time (s)	4.8		6.8	17.6
Peak Hour Factor	0.90	0.90	0.90	0.90
Heavy Vehicles (%)	0%	0%	3%	3%
Adj. Flow (vph)	413	76	251	126
Shared Lane Traffic (%)				
Lane Group Flow (vph)	489	0	251	126
Sign Control	Free		Free	Stop

Intersection Summary
 Area Type: Other
 Control Type: Unsignalized
 Intersection Capacity Utilization 58.9% ICU Level of Service B
 Analysis Period (min) 15

HCM Unsignalized Intersection Capacity Analysis
2: William Street & Park Street

144 Park Tower 2, TIS
2016 Total AM



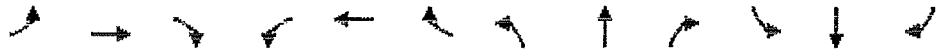
Movement	EBT	EBR	WBL	WBR	NBL	NBR
Lane Configurations	↕		↕	↕	↕	↕
Volume (veh/h)	372	68	226	113	32	371
Sign Control	Free			Free	Stop	
Grade	0%			0%	0%	
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90
Hourly flow rate (vph)	413	76	251	126	36	412
Pedestrians						
Lane Width (m)						
Walking Speed (m/s)						
Percent Blockage						
Right turn flare (veh)						
Median type	None			None		
Median storage (veh)						
Upstream signal (m)				94		
pX, platoon unblocked						
vC, conflicting volume			489		1079	451
vC1, stage 1 conf vol						
vC2, stage 2 conf vol						
vCu, unblocked vol			489		1079	451
tC, single (s)			4.1		6.4	6.2
tC, 2 stage (s)						
tF (s)			2.2		3.5	3.3
pD queue free %			77		81	32
cM capacity (veh/h)			1069		187	610

Directional Lane	EB 1	WB 1	WB 2	NB 1	NB 2
Volume Total	489	251	126	36	412
Volume Left	0	251	0	36	0
Volume Right	76	0	0	0	412
cSH	1700	1069	1700	187	610
Volume to Capacity	0.29	0.23	0.07	0.19	0.68
Queue Length 95th (m)	0.0	6.8	0.0	5.1	38.7
Control Delay (s)	0.0	9.4	0.0	28.8	22.3
Lane LDS		A		D	C
Approach Delay (s)	0.0	6.3		22.8	
Approach LDS				C	

Intersection Summary	
Average Delay	9.6
Intersection Capacity Utilization	58.9% ICU Level of Service B
Analysis Period (min)	15

Lanes, Volumes, Timings
3: Allen Street & King Street

144 Park Tower 2, TIS
2016 Total AM



Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations	↕			↑		↑	↕			↕		
Volume (vph)	26	58	15	12	44	30	42	575	35	20	571	23
Ideal Flow (vphpl)	1000	1550	1000	1000	1650	1750	1000	1650	1000	1000	1650	1000
Storage Length (m)	0.0		0.0	0.0		10.0	0.0		0.0	0.0		0.0
Storage Lanes	0		0	0		1	0		0	0		0
Taper Length (m)	7.5		7.5	7.5		7.5	7.5		7.5	7.5		7.5
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00	0.95	0.95	0.95	0.95	0.95	0.95
Ped Bike Factor		0.99			1.00	0.96		1.00			1.00	
Frnt		0.979				0.850		0.992			0.994	
Flt Protected		0.987			0.990			0.997			0.998	
Satd. Flow (prot)	0	1475	0	0	1634	1488	0	3009	0	0	2984	0
Flt Permitted		0.923			0.942			0.873			0.922	
Satd. Flow (perm)	0	1372	0	0	1550	1435	0	2634	0	0	2756	0
Right Turn on Red			Yes			Yes			Yes			Yes
Satd. Flow (RTOR)		13				33		11			8	
Link Speed (k/h)		50			50			50			50	
Link Distance (m)		106.8			77.9			90.8			81.8	
Travel Time (s)		7.7			5.6			6.5			5.9	
Confl. Peds. (#/hr)	23		16	16		23	24		23	24		23
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90
Heavy Vehicles (%)	0%	0%	7%	0%	0%	0%	0%	3%	3%	11%	4%	0%
Adj. Flow (vph)	29	64	17	13	49	33	47	639	39	22	634	26
Shared Lane Traffic (%)												
Lane Group Flow (vph)	0	110	0	0	62	33	0	725	0	0	682	0
Turn Type	Perm			Perm		Perm	Perm			Perm		
Protected Phases		4			8			2			6	
Permitted Phases	4			8		8	2			6		
Detector Phase	4	4		8	8	8	2	2		6	6	
Switch Phase												
Minimum Initial (s)	26.0	26.0		26.0	26.0	26.0	42.0	42.0		42.0	42.0	
Minimum Split (s)	32.0	32.0		32.0	32.0	32.0	48.0	48.0		48.0	48.0	
Total Split (s)	32.0	32.0	0.0	32.0	32.0	32.0	48.0	48.0	0.0	48.0	48.0	0.0
Total Split (%)	40.0%	40.0%	0.0%	40.0%	40.0%	40.0%	60.0%	60.0%	0.0%	60.0%	60.0%	0.0%
Yellow Time (s)	4.0	4.0		4.0	4.0	4.0	4.0	4.0		4.0	4.0	
All-Red Time (s)	2.0	2.0		2.0	2.0	2.0	2.0	2.0		2.0	2.0	
Lost Time Adjust (s)	0.0	-2.0	-2.0	0.0	-2.0	-2.0	0.0	-2.0	0.0	0.0	-2.0	0.0
Total Lost Time (s)	6.0	4.0	2.0	6.0	4.0	4.0	6.0	4.0	4.0	6.0	4.0	4.0
Lead/Lag												
Lead-Lag Optimize?												
Recall Mode	None	None		None	None	None	C-Max	C-Max		C-Max	C-Max	
Act Effct Green (s)		28.0			28.0	28.0		51.2			51.2	
Actuated g/C Ratio		0.35			0.35	0.35		0.64			0.64	
v/c Ratio		0.22			0.11	0.06		0.43			0.39	
Control Delay		17.6			18.4	6.9		10.7			10.2	
Queue Delay		0.0			0.0	0.0		0.0			0.0	
Total Delay		17.6			18.4	6.9		10.7			10.2	
LOS		B			B	A		B			B	
Approach Delay		17.6			14.4			10.7			10.2	
Approach LOS		B			B			B			B	

Lanes, Volumes, Timings
3: Allen Street & King Street

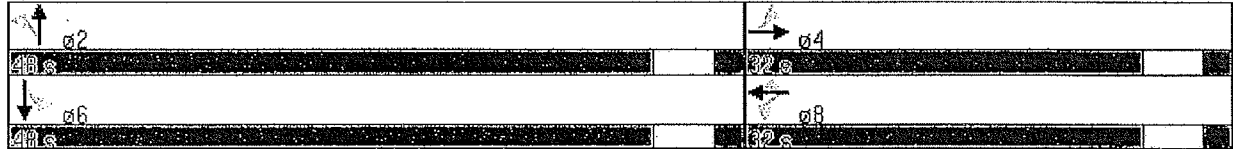
144 Park Tower 2, TIS
2016 Total AM



Land Group	EB1	EB2	EB3	WB1	WB2	WB3	NB1	NB2	NB3	SB1	SB2	SB3
Queue Length 50th (m)	10.0			6.2		0.0	32.2				29.4	
Queue Length 95th (m)	21.2			14.1		5.3	45.8				41.5	
Internal Link Dist (m)	82.8			53.9			66.8				57.8	
Turn Bay Length (m)						10.0						
Base Capacity (vph)	489			543		524	1690				1766	
Starvation Cap Reductn	0			0		0	0				0	
Spillback Cap Reductn	0			0		0	0				0	
Storage Cap Reductn	0			0		0	0				0	
Reduced v/c Ratio	0.22			0.11		0.06	0.43				0.39	

Intersection Summary:
 Area Type: Other
 Cycle Length: 80
 Actuated Cycle Length: 80
 Offset: 40.8 (51%), Referenced to phase 2:NBTL and 6:SBTL, Start of Green
 Natural Cycle: 80
 Control Type: Actuated-Coordinated
 Maximum v/c Ratio: 0.43
 Intersection Signal Delay: 11.2
 Intersection LOS: B
 Intersection Capacity Utilization 88.3%
 ICU Level of Service E
 Analysis Period (min) 15

Splits and Phases: 3: Allen Street & King Street



Lanes, Volumes, Timings
4: Allen Street & Caroline Street

144 Park Tower 2, TIS
2016 Total AM



Lane Group	NBB	NBT	NBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations	↕			↕			↕			↕		
Volume (vph)	25	63	26	30	24	52	1	94	11	84	167	9
Ideal Flow (vphpl)	1000	1550	1000	1000	1550	1000	1000	1550	1000	1000	1550	1000
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Flt		0.969			0.934			0.986			0.995	
Flt Protected		0.989			0.986						0.984	
Satd. Flow (prot)	0	1485	0	0	1370	0	0	1502	0	0	1494	0
Flt Permitted		0.989			0.986						0.984	
Satd. Flow (perm)	0	1485	0	0	1370	0	0	1502	0	0	1494	0
Link Speed (k/h)		50			50			50			50	
Link Distance (m)		97.9			106.8			59.9			244.6	
Travel Time (s)		7.0			7.7			4.3			17.6	
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90
Heavy Vehicles (%)	0%	0%	0%	15%	0%	0%	100%	1%	0%	5%	0%	0%
Adj. Flow (vph)	28	70	29	33	27	58	1	104	12	93	186	10
Shared Lane Traffic (%)												
Lane Group Flow (vph)	0	127	0	0	118	0	0	117	0	0	289	0
Sign Control		Stop			Stop			Stop			Stop	

Intersection Summary

Area Type: Other
 Control Type: Unsignalized
 Intersection Capacity Utilization 41.5% ICU Level of Service A
 Analysis Period (min) 15

HCM Unsignalized Intersection Capacity Analysis
 4: Allen Street & Caroline Street

144 Park Tower 2, TIS
 2016 Total AM



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations	↕			↕			↕			↕		
Sign Control	Stop			Stop			Stop			Stop		
Volume (vph)	25	63	26	30	24	52	1	94	11	84	167	9
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90
Hourly flow rate (vph)	28	70	29	33	27	58	1	104	12	93	186	10

Direction Lane	EBL	WBL	NBL	SBL
Volume Total (vph)	127	118	118	289
Volume Left (vph)	28	33	1	93
Volume Right (vph)	29	58	12	10
Hadj (s)	-0.09	-0.17	-0.03	0.07
Departure Headway (s)	5.0	4.9	4.9	4.8
Degree Utilization, x	0.18	0.16	0.16	0.38
Capacity (veh/h)	657	662	685	719
Control Delay (s)	9.0	8.9	8.8	10.7
Approach Delay (s)	9.0	8.9	8.8	10.7
Approach LOS	A	A	A	B

Intersection Summary	
Delay	9.7
HCM Level of Service	A
Intersection Capacity Utilization	41.5%
ICU Level of Service	A
Analysis Period (min)	15

Lanes, Volumes, Timings
5: Allen Street & Park Street

144 Park Tower 2, TIS
2016 Total AM



Lane Group	EB	EB	EB	WB	WB	WB	NB	NB	NB	SB	SB	SB
Lane Configurations	↕				↕				↕			
Volume (vph)	21	43	6	9	17	3	13	356	64	26	284	19
Ideal Flow (vphpl)	1000	1500	1000	1000	1500	1000	1000	1500	1000	1000	1500	1000
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped Bike Factor												
Frt	0.988				0.987				0.980			
Flt Protected	0.985				0.985				0.999			
Satd. Flow (prot)	0	1439	0	0	1274	0	0	1457	0	0	1477	0
Flt Permitted	0.985				0.985				0.999			
Satd. Flow (perm)	0	1439	0	0	1274	0	0	1457	0	0	1477	0
Link Speed (k/h)	50				50				50			
Link Distance (m)	84.0				97.9				58.8		244.8	
Travel Time (s)	6.0				7.0				4.2		17.6	
Confl. Peds. (#/hr)	6		16	16		6	24		20	20		24
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90
Heavy Vehicles (%)	5%	0%	0%	33%	7%	0%	0%	1%	0%	0%	0%	6%
Adj. Flow (vph)	23	48	7	10	19	3	14	396	71	29	316	21
Shared Lane Traffic (%)												
Lane Group Flow (vph)	0	78	0	0	32	0	0	481	0	0	366	0
Sign Control	Stop				Stop				Free		Free	

Intersection Summary

Area Type: Other
 Control Type: Unsignalized
 Intersection Capacity Utilization 51.5% ICU Level of Service A
 Analysis Period (min) 15

HCM Unsignalized Intersection Capacity Analysis
5: Allen Street & Park Street

144 Park Tower 2, TIS
2016 Total AM



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕			↕			↕	
Volume (veh/h)	21	43	6	9	17	3	13	356	64	26	284	19
Sign Control		Stop			Stop			Free			Free	
Grade		0%			0%			0%			0%	
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90
Hourly flow rate (vph)	23	48	7	10	19	3	14	396	71	29	316	21
Pedestrians		24			20			16			6	
Lane Width (m)		3.6			3.6			3.6			3.6	
Walking Speed (m/s)		1.2			1.2			1.2			1.2	
Percent Blockage		2			2			1			1	
Right turn flare (veh)												
Median type							None				None	
Median storage (veh)												
Upstream signal (m)							165					
pX, platoon unblocked												
vC, conflicting volume	887	923	366	910	898	457	361			487		
vC1, stage 1 conf vol												
vC2, stage 2 conf vol												
vCu, unblocked vol	887	923	366	910	898	457	361			487		
tC, single (s)	7.1	6.5	6.2	7.4	6.6	6.2	4.1			4.1		
tC, 2 stage (s)												
tF (s)	3.5	4.0	3.3	3.8	4.1	3.3	2.2			2.2		
p0 queue free %	90	81	99	94	93	99	99			97		
cM capacity (veh/h)	226	252	661	175	253	595	1185			1069		

Direction Lane #	EB	WB	NB	SB
Volume Total	78	32	481	366
Volume Left	23	10	14	29
Volume Right	7	3	71	21
cSH	256	235	1185	1069
Volume to Capacity	0.30	0.14	0.01	0.03
Queue Length 95th (m)	9.3	3.5	0.3	0.6
Control Delay (s)	25.0	22.8	0.4	0.9
Lane LOS	D	C	A	A
Approach Delay (s)	25.0	22.8	0.4	0.9
Approach LOS	D	C		

Intersection Summary	
Average Delay	3.3
Intersection Capacity Utilization	51.5%
ICU Level of Service	A
Analysis Period (min)	15

Lanes, Volumes, Timings
6: John Street & Park Street

144 Park Tower 2, TIS
2016 Total AM



Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBT	SBR	
Lane Configurations	↔		↕		↕		↕		↕		↕	
Volume (vph)	12	68	14	35	31	26	11	385	81	51	248	39
Ideal Flow (vphpl)	1000	1550	1000	1775	1650	1000	1775	1650	1000	1775	1650	1000
Storage Length (m)	0.0		0.0	25.0		0.0	10.0		0.0	35.0		0.0
Storage Lanes	0		0	1		0	1		0	1		0
Taper Length (m)	7.5		7.5	7.5		7.5	7.5		7.5	7.5		7.5
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped Bike Factor		0.98		0.91	0.98		1.00	0.99		1.00	1.00	
Frt		0.979			0.931			0.974			0.980	
Flt Protected		0.994		0.950			0.950			0.950		
Satd. Flow (prot)	0	1438	0	1637	1427	0	1686	1572	0	1074	1598	0
Flt Permitted		0.957		0.739			0.586			0.430		
Satd. Flow (perm)	0	1382	0	1165	1427	0	1003	1572	0	484	1598	0
Right Turn on Red			Yes			Yes			Yes			Yes
Satd. Flow (RTOR)		16			29			25			19	
Link Speed (k/h)		50			50			50			50	
Link Distance (m)		59.1			75.8			41.2			105.9	
Travel Time (s)		4.3			5.5			3.0			7.6	
Confl. Peds. (#/hr)	5		34	34		5	2		10	10		2
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90
Heavy Vehicles (%)	14%	0%	8%	3%	11%	0%	0%	1%	5%	57%	1%	0%
Adj. Flow (vph)	13	76	16	39	34	29	12	428	90	57	276	43
Shared Lane Traffic (%)												
Lane Group Flow (vph)	0	105	0	39	63	0	12	518	0	57	319	0
Turn Type	Perm			Perm			Perm			Perm		
Protected Phases		4			8			2			6	
Permitted Phases	4			8			2			6		
Detector Phase	4	4		8	8		2	2		6	6	
Switch Phase												
Minimum Initial (s)	10.0	10.0		10.0	10.0		28.0	28.0		28.0	28.0	
Minimum Split (s)	16.0	16.0		16.0	16.0		34.0	34.0		34.0	34.0	
Total Split (s)	26.0	26.0	0.0	26.0	26.0	0.0	34.0	34.0	0.0	34.0	34.0	0.0
Total Split (%)	43.3%	43.3%	0.0%	43.3%	43.3%	0.0%	56.7%	56.7%	0.0%	56.7%	56.7%	0.0%
Yellow Time (s)	4.0	4.0		4.0	4.0		4.0	4.0		4.0	4.0	
All-Red Time (s)	2.0	2.0		2.0	2.0		2.0	2.0		2.0	2.0	
Lost Time Adjust (s)	0.0	-2.0	0.0	-2.0	-2.0	0.0	-2.0	-2.0	0.0	-2.0	-2.0	0.0
Total Lost Time (s)	6.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0
Lead/Lag												
Lead-Lag Optimize?												
Recall Mode	None	None		None	None		C-Max	C-Max		C-Max	C-Max	
Act Effct Green (s)		12.9		12.9	12.9		43.1	43.1		43.1	43.1	
Actuated g/C Ratio		0.22		0.22	0.22		0.72	0.72		0.72	0.72	
v/c Ratio		0.34		0.16	0.19		0.02	0.46		0.16	0.28	
Control Delay		20.3		20.2	13.4		4.3	6.7		6.1	5.0	
Queue Delay		0.0		0.0	0.0		0.0	0.0		0.0	0.0	
Total Delay		20.3		20.2	13.4		4.3	6.7		6.1	5.0	
LDS		C		C	B		A	A		A	A	
Approach Delay		20.3			16.0			6.6			5.2	
Approach LOS		C			B			A			A	

Lanes, Volumes, Timings
6: John Street & Park Street

144 Park Tower 2, TIS
2016 Total AM

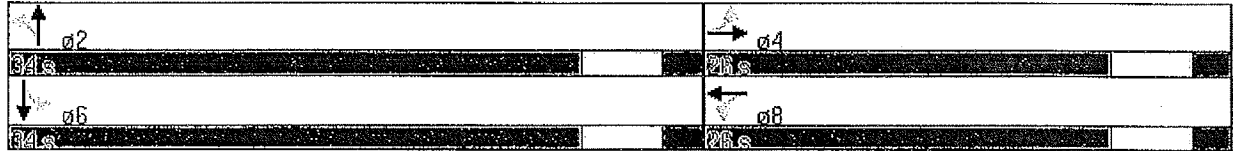


Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	GBL	GBT	GBR
Queue Length 50th (m)		8.4		3.6	3.0		0.4	21.0		1.9	10.8	
Queue Length 95th (m)		18.3		9.5	10.4		1.9	47.2		7.0	24.6	
Internal Link Dist (m)		35.1			51.8			17.2			81.9	
Turn Bay Length (m)				25.0			10.0			35.0		
Base Capacity (vph)		517		427	542		721	1137		348	1154	
Starvation Cap Reductn		0		0	0		0	0		0	0	
Spillback Cap Reductn		0		0	0		0	0		0	0	
Storage Cap Reductn		0		0	0		0	0		0	0	
Reduced v/c Ratio		0.20		0.09	0.12		0.02	0.46		0.16	0.28	

Intersection Summary

Area Type: Other
 Cycle Length: 60
 Actuated Cycle Length: 60
 Offset: 0 (0%), Referenced to phase 2:NBTL and 6:SBTL, Start of Green
 Natural Cycle: 50
 Control Type: Actuated-Coordinated
 Maximum v/c Ratio: 0.46
 Intersection Signal Delay: 8.3
 Intersection Capacity Utilization 65.4%
 Analysis Period (min) 15
 Intersection LOS: A
 ICU Level of Service C

Splits and Phases: 6: John Street & Park Street



Lanes, Volumes, Timings
7: Development Driveway & Park Street

144 Park Tower 2, TIS
2016 Total AM



	WBL	WBT	NBT	NBR	SBT	SBR
Lane Configurations	↔		↔			↔
Volume (vph)	70	54	370	18	18	282
Ideal Flow (vphpl)	1765	1900	1650	1900	1900	1650
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00
Frt	0.941		0.994			
Flt Protected	0.973					0.997
Satd. Flow (prot)	1616	0	1625	0	0	1645
Flt Permitted	0.973					0.997
Satd. Flow (perm)	1616	0	1625	0	0	1645
Link Speed (k/h)	50		50			50
Link Distance (m)	38.0		105.9			58.8
Travel Time (s)	2.7		7.6			4.2
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90
Heavy Vehicles (%)	0%	0%	1%	0%	0%	0%
Adj. Flow (vph)	78	60	411	20	20	313
Shared Lane Traffic (%)						
Lane Group Flow (vph)	138	0	431	0	0	333
Sign Control	Stop		Free			Free

Intersection Summary

Area Type: Other
 Control Type: Unsignalized
 Intersection Capacity Utilization 48.5% ICU Level of Service A
 Analysis Period (min) 15

HCM Unsignalized Intersection Capacity Analysis
7: Development Driveway & Park Street

144 Park Tower 2, TIS
2016 Total AM



Movement	WBL	WBR	NET	NBR	SEL	SEB
Lane Configurations	TL	TR	TH	TR	TL	TH
Volume (veh/h)	70	54	370	18	18	282
Sign Control	Stop		Free			Free
Grade	0%		0%			0%
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90
Hourly flow rate (vph)	78	60	411	20	20	313
Pedestrians						
Lane Width (m)						
Walking Speed (m/s)						
Percent Blockage						
Right turn flare (veh)						
Median type			None			None
Median storage (veh)						
Upstream signal (m)			106			
pX, platoon unblocked	0.93	0.93			0.93	
vC, conflicting volume	774	421			431	
vC1, stage 1 conf vol						
vC2, stage 2 conf vol						
vCu, unblocked vol	721	342			353	
tC, single (s)	6.4	6.2			4.1	
tC, 2 stage (s)						
tF (s)	3.5	3.3			2.2	
pD queue free %	79	91			98	
cM capacity (veh/h)	363	657			1134	

Direction Lane #	WBL	NBL	SEB
Volume Total	138	431	333
Volume Left	78	0	20
Volume Right	60	20	0
cSH	451	1700	1134
Volume to Capacity	0.31	0.25	0.02
Queue Length 95th (m)	9.6	0.0	0.4
Control Delay (s)	16.4	0.0	0.7
Lane LOS	C		A
Approach Delay (s)	16.4	0.0	0.7
Approach LOS	C		A

Intersection Summary			
Average Delay		2.8	
Intersection Capacity Utilization		48.5%	ICU Level of Service A
Analysis Period (min)		15	

Lanes, Volumes, Timings
1: William Street & Caroline Street

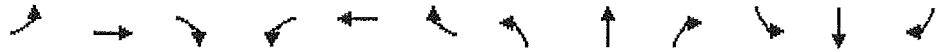
144 Park Tower 2, TIS
2016 Total PM



Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations	↖	↗		↖	↗		↕	↕	↕	↖	↗	↖
Volume (vph)	289	197	10	14	298	108	7	246	28	38	253	421
Ideal Flow (vphpl)	1775	1650	1000	1775	1650	1000	1000	1550	1000	1000	1650	1750
Storage Length (m)	45.0		0.0	25.0		0.0	0.0		0.0	0.0		0.0
Storage Lanes	1		0	1		0	0		0	0		1
Taper Length (m)	7.5		7.5	7.5		7.5	7.5		7.5	7.5		7.5
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped Bike Factor	0.99	1.00		0.99	0.99			1.00			1.00	0.95
Frt		0.993			0.960			0.987				0.850
Flt Protected	0.950			0.950				0.999			0.994	
Satd. Flow (prot)	1686	1620	0	1686	1556	0	0	1504	0	0	1603	1473
Flt Permitted	0.218			0.615				0.990			0.921	
Satd. Flow (perm)	384	1620	0	1078	1556	0	0	1490	0	0	1484	1406
Right Turn on Red			Yes			Yes			Yes			Yes
Satd. Flow (RTOR)		5			20			7				468
Link Speed (k/h)		50			50			50				50
Link Distance (m)		94.2			64.7			244.6				82.0
Travel Time (s)		6.8			4.7			17.6				5.9
Confl. Peds. (#/hr)	14		9	9		14	35		7	7		35
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90
Heavy Vehicles (%)	0%	1%	0%	0%	0%	2%	17%	1%	0%	11%	1%	1%
Adj. Flow (vph)	321	219	11	16	331	120	8	273	31	42	281	468
Shared Lane Traffic (%)												
Lane Group Flow (vph)	321	230	0	16	451	0	0	312	0	0	323	468
Turn Type	pm+pt			Perm			Perm			Perm		Perm
Protected Phases	7	4			8			2			6	6
Permitted Phases	4			8			2			6		6
Detector Phase	7	4		8	8		2	2		6	6	6
Switch Phase												
Minimum Initial (s)	5.0	24.0		24.0	24.0		28.0	28.0		28.0	28.0	28.0
Minimum Split (s)	8.0	30.0		30.0	30.0		34.0	34.0		34.0	34.0	34.0
Total Split (s)	26.0	56.0	0.0	30.0	30.0	0.0	34.0	34.0	0.0	34.0	34.0	34.0
Total Split (%)	28.9%	62.2%	0.0%	33.3%	33.3%	0.0%	37.8%	37.8%	0.0%	37.8%	37.8%	37.8%
Yellow Time (s)	2.0	4.0		4.0	4.0		4.0	4.0		4.0	4.0	4.0
All-Red Time (s)	1.0	2.0		2.0	2.0		2.0	2.0		2.0	2.0	2.0
Lost Time Adjust (s)	1.0	-2.0	0.0	-2.0	-2.0	0.0	0.0	-2.0	0.0	0.0	-2.0	-2.0
Total Lost Time (s)	4.0	4.0	4.0	4.0	4.0	4.0	6.0	4.0	4.0	6.0	4.0	4.0
Lead/Lag	Lead			Lag	Lag							
Lead-Lag Optimize?	Yes			Yes	Yes							
Recall Mode	None	C-Max		C-Max	C-Max		Max	Max		Max	Max	Max
Act Effct Green (s)	52.0	52.0		32.8	32.8			30.0			30.0	30.0
Actuated g/C Ratio	0.58	0.58		0.36	0.36			0.33			0.33	0.33
v/c Ratio	0.73	0.25		0.04	0.78			0.62			0.65	0.60
Control Delay	21.3	10.0		22.0	37.4			31.2			33.0	5.9
Queue Delay	0.0	0.0		0.0	0.0			0.0			0.0	0.0
Total Delay	21.3	10.0		22.0	37.4			31.2			33.0	5.9
LOS	C	A		C	D			C			C	A
Approach Delay		16.6			36.8			31.2			17.0	
Approach LOS		B			D			C			B	

Lanes, Volumes, Timings
1: William Street & Caroline Street

144 Park Tower 2, TIS
2016 Total PM

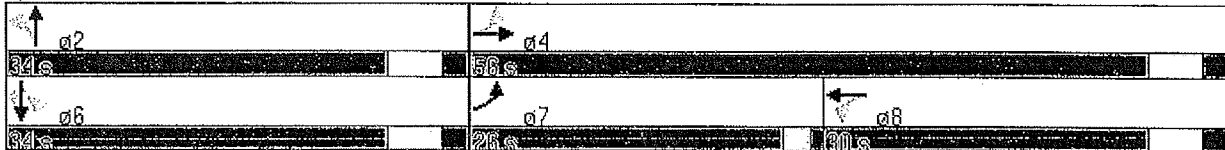


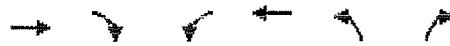
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Queue Length 50th (m)	26.5	17.4		1.7	64.3			43.3			46.5	0.0
Queue Length 95th (m)	47.9	29.2		6.6	#132.3			70.5			74.7	21.1
Internal Link Dist (m)		70.2			40.7			220.6			58.0	
Turn Bay Length (m)	45.0			25.0								
Base Capacity (vph)	540	938		392	579			501			495	781
Starvation Cap Reductn	0	0		0	0			0			0	0
Spillback Cap Reductn	0	0		0	0			0			0	0
Storage Cap Reductn	0	0		0	0			0			0	0
Reduced v/c Ratio	0.59	0.25		0.04	0.78			0.62			0.65	0.60

Intersection Summary

Area Type: Other
 Cycle Length: 90
 Actuated Cycle Length: 90
 Offset: 48 (53%), Referenced to phase 4:EBTL and 8:WBTL, Start of Green
 Natural Cycle: 80
 Control Type: Actuated-Coordinated
 Maximum v/c Ratio: 0.78
 Intersection Signal Delay: 23.3
 Intersection Capacity Utilization 90.8%
 Analysis Period (min) 15
 # 95th percentile volume exceeds capacity, queue may be longer.
 Queue shown is maximum after two cycles.

Splits and Phases: 1: William Street & Caroline Street





Lane Group	EBL	EBR	WBL	WBR	NBL	NBR
Lane Configurations	↗		↖		↗	
Volume (vph)	174	43	505	290	47	348
Ideal Flow (vphpl)	1650	1000	1775	1900	1775	1750
Storage Length (m)		0.0	0.0		15.0	0.0
Storage Lanes		0	1		1	1
Taper Length (m)		7.5	7.5		7.5	7.5
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00
Frnt	0.973				0.850	
Flt Protected			0.950		0.950	
Satd. Flow (prot)	1605	0	1670	1900	1686	1473
Flt Permitted			0.950		0.950	
Satd. Flow (perm)	1605	0	1670	1900	1686	1473
Link Speed (k/h)	50		50		50	
Link Distance (km)	66.4		94.2		244.8	
Travel Time (s)	4.8		6.8		17.6	
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90
Heavy Vehicles (%)	0%	0%	1%	0%	0%	1%
Adj. Flow (vph)	193	48	561	322	52	387
Shared Lane Traffic (%)						
Lane Group Flow (vph)	241	0	561	322	52	387
Sign Control	Free		Free		Stop	

Intersection Summary

Area Type: Other
 Control Type: Unsignalized
 Intersection Capacity Utilization 56.8% ICU Level of Service B
 Analysis Period (min): 15

HCM Unsignalized Intersection Capacity Analysis
 2: William Street & Park Street

144 Park Tower 2, TIS
 2016 Total PM



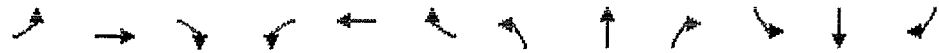
Movement	EB	EBR	WB	WBL	NB	NBR
Lane Configurations	↑		↑	↑	↑	↑
Volume (veh/h)	174	43	505	290	47	348
Sign Control	Free			Free	Stop	
Grade	0%			0%	0%	
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90
Hourly flow rate (vph)	193	48	561	322	52	387
Pedestrians						
Lane Width (m)						
Walking Speed (m/s)						
Percent Blockage						
Right turn flare (veh)						
Median type	None			None		
Median storage veh						
Upstream signal (m)				94		
pX, platoon unblocked						
vC, conflicting volume			241		1662	217
vC1, stage 1 conf vol						
vC2, stage 2 conf vol						
vCu, unblocked vol			241		1662	217
tC, single (s)			4.1		6.4	6.2
tC, 2 stage (s)						
tF (s)			2.2		3.5	3.3
pD queue free %			58		17	53
cM capacity (veh/h)			1331		63	825

Direction	Lane #	EB1	WB1	WB2	NB1	NB2
Volume Total		241	561	322	52	387
Volume Left		0	561	0	52	0
Volume Right		48	0	0	0	387
cSH		1700	1331	1700	63	825
Volume to Capacity		0.14	0.42	0.19	0.83	0.47
Queue Length 95th (m)		0.0	16.0	0.0	28.7	19.0
Control Delay (s)		0.0	9.7	0.0	177.1	13.2
Lane LOS			A		F	B
Approach Delay (s)		0.0	6.1		32.7	
Approach LOS					D	

Intersection Summary	
Average Delay	12.6
Intersection Capacity Utilization	56.8%
ICU Level of Service	B
Analysis Period (min)	15

Lanes, Volumes, Timings
3: Allen Street & King Street

144 Park Tower 2, TIS
2016 Total PM



	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBT	SBR	
Lane Configurations	↕			↕		↕	↕			↕		
Volume (vph)	35	61	40	28	55	34	59	624	17	18	827	30
Ideal Flow (vphpl)	1000	1550	1000	1000	1650	1750	1000	1650	1000	1000	1650	1000
Storage Length (m)	0.0		0.0	0.0		10.0	0.0		0.0	0.0		0.0
Storage Lanes	0		0	0		1	0		0	0		0
Taper Length (m)	7.5		7.5	7.5		7.5	7.5		7.5	7.5		7.5
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00	0.95	0.95	0.95	0.95	0.95	0.95
Ped Bike Factor		0.99			1.00	0.96		1.00			1.00	
Flt Protected		0.961				0.850		0.996			0.995	
Satd. Flow (prot)	0	1431	0	0	1622	1488	0	2995	0	0	2990	0
Flt Permitted		0.913			0.882			0.784			0.931	
Satd. Flow (perm)	0	1316	0	0	1449	1430	0	2957	0	0	2786	0
Right Turn on Red			Yes			Yes			Yes			Yes
Satd. Flow (RTOR)		24				38		5			7	
Link Speed (k/h)		50			50			50			50	
Link Distance (m)		106.8			77.9			90.8			81.8	
Travel Time (s)		7.7			5.6			6.5			5.9	
Confl. Peds. (#/hr)	23		16	16		23	24		23	24		23
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90
Heavy Vehicles (%)	7%	0%	0%	0%	0%	0%	2%	4%	0%	6%	4%	5%
Adj. Flow (vph)	39	68	44	31	61	38	66	693	19	20	919	33
Shared Lane Traffic (%)												
Lane Group Flow (vph)	0	151	0	0	92	38	0	778	0	0	972	0
Turn Type	Perm			Perm		Perm	Perm			Perm		
Protected Phases		4			8			2			6	
Permitted Phases	4			8		8	2			6		
Detector Phase	4	4		8	8	8	2	2		6	6	
Switch Phase												
Minimum Initial (s)	27.0	27.0		27.0	27.0	27.0	51.0	51.0		51.0	51.0	
Minimum Split (s)	33.0	33.0		33.0	33.0	33.0	57.0	57.0		57.0	57.0	
Total Split (s)	33.0	33.0	0.0	33.0	33.0	33.0	57.0	57.0	0.0	57.0	57.0	0.0
Total Split (%)	36.7%	36.7%	0.0%	36.7%	36.7%	36.7%	63.3%	63.3%	0.0%	63.3%	63.3%	0.0%
Yellow Time (s)	4.0	4.0		4.0	4.0	4.0	4.0	4.0		4.0	4.0	
All-Red Time (s)	2.0	2.0		2.0	2.0	2.0	2.0	2.0		2.0	2.0	
Lost Time Adjust (s)	0.0	-2.0	-2.0	0.0	-2.0	-2.0	0.0	-2.0	0.0	0.0	-2.0	0.0
Total Lost Time (s)	6.0	4.0	2.0	6.0	4.0	4.0	6.0	4.0	4.0	6.0	4.0	4.0
Lead/Lag												
Lead-Lag Optimize?												
Recall Mode	None	None		None	None	None	C-Max	C-Max		C-Max	C-Max	
Act Effct Green (s)		29.0			29.0	29.0		53.0			53.0	
Actuated g/C Ratio		0.32			0.32	0.32		0.59			0.59	
v/c Ratio		0.34			0.20	0.08		0.56			0.59	
Control Delay		22.1			23.6	7.7		13.2			13.4	
Queue Delay		0.0			0.0	0.0		0.0			0.0	
Total Delay		22.1			23.6	7.7		13.2			13.4	
LOS		C			C	A		B			B	
Approach Delay		22.1			18.9			13.2			13.4	
Approach LOS		C			B			B			B	

Lanes, Volumes, Timings
3: Allen Street & King Street

144 Park Tower 2, TIS
2016 Total PM

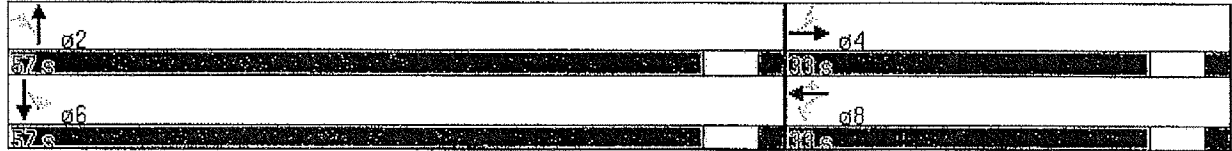


Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	ASBL	ASBT	ASBR
Queue Length 50th (m)		16.1			11.3	0.0		39.2				50.4
Queue Length 95th (m)		31.8			22.5	6.4		54.8				67.7
Internal Link Dist (m)		82.8			53.9			66.8				57.8
Turn Bay Length (m)						10.0						
Base Capacity (vph)		440			467	487		1390				1644
Starvation Cap Reductn		0			0	0		0				0
Spillback Cap Reductn		0			0	0		0				0
Storage Cap Reductn		0			0	0		0				0
Reduced v/c Ratio		0.34			0.20	0.08		0.56				0.59

Intersection Summary

Area Type: Other
 Cycle Length: 90
 Actuated Cycle Length: 90
 Offset: 2.7 (3%), Referenced to phase 2:NBTL and 6:SBTL, Start of Green
 Natural Cycle: 90
 Control Type: Actuated-Coordinated
 Maximum v/c Ratio: 0.59
 Intersection Signal Delay: 14.3
 Intersection Capacity Utilization 102.3%
 Analysis Period (min) 15
 Intersection LOS: B
 ICU Level of Service G

Splits and Phases: 3: Allen Street & King Street



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Lanes, Volumes, Timings
4: Allen Street & Caroline Street

144 Park Tower 2, TIS
2016 Total PM



Lane Group	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT				
Lane Configurations	↕		↕		↕		↕					
Volume (vph)	29	32	24	39	57	60	21	247	34	79	108	14
Ideal Flow (vphpl)	1000	1550	1000	1000	1550	1000	1000	1550	1000	1000	1550	1000
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Friction	0.962		0.948		0.985		0.990					
Fit Protected	0.983		0.988		0.997		0.981					
Satd. Flow (prot)	0	1466	0	0	1452	0	0	1522	0	0	1505	0
Fit Permitted	0.983		0.988		0.997		0.981					
Satd. Flow (perm)	0	1466	0	0	1452	0	0	1522	0	0	1505	0
Link Speed (k/h)	50		50		50		50					
Link Distance (m)	97.9		106.8		59.9		244.6					
Travel Time (s)	7.0		7.7		4.3		17.6					
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90
Heavy Vehicles (%)	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Adj. Flow (vph)	32	36	27	43	63	67	23	274	38	88	120	16
Shared Lane Traffic (%)												
Lane Group Flow (vph)	0	95	0	0	173	0	0	335	0	0	224	0
Sign Control	Stop		Stop		Stop		Stop					

Intersection Summary

Area Type: Other
 Control Type: Unsignalized
 Intersection Capacity Utilization 56.2% ICU Level of Service B
 Analysis Period (min) 15

HCM Unsignalized Intersection Capacity Analysis
4: Allen Street & Caroline Street

144 Park Tower 2, TIS
2016 Total PM



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SEB	SEB	SEB
Lane Configurations	↕			↕			↕			↕		
Sign Control	Stop			Stop			Stop			Stop		
Volume (vph)	29	32	24	39	57	60	21	247	34	79	108	14
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90
Hourly flow rate (vph)	32	36	27	43	63	67	23	274	38	88	120	16

Direction/Lane #	EBL	WBL	NBL	SEB
Volume Total (vph)	94	173	336	223
Volume Left (vph)	32	43	23	88
Volume Right (vph)	27	67	38	16
Hadj (s)	-0.10	-0.18	-0.05	0.04
Departure Headway (s)	5.5	5.3	4.9	5.2
Degree Utilization, x	0.15	0.26	0.46	0.32
Capacity (veh/h)	568	610	688	652
Control Delay (s)	9.5	10.1	12.0	10.6
Approach Delay (s)	9.5	10.1	12.0	10.6
Approach LOS	A	B	B	B

Intersection Summary	
Delay	10.9
HCM Level of Service	B
Intersection Capacity Utilization	56.2%
ICU Level of Service	B
Analysis Period (min)	15

Lanes, Volumes, Timings
5: Allen Street & Park Street

144 Park Tower 2, TIS
2016 Total PM



Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations	↕		↕		↕		↕		↕		↕	
Volume (vph)	21	20	16	38	42	11	15	399	38	12	517	38
Ideal Flow (vphpl)	1000	1500	1000	1000	1500	1000	1000	1500	1000	1000	1500	1000
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped Bike Factor												
Frt	0.961		0.984		0.989		0.991					
Flt Protected	0.982		0.980		0.998		0.999					
Satd. Flow (prot)	0	1416	0	0	1446	0	0	1481	0	0	1484	0
Flt Permitted	0.982		0.980		0.998		0.999					
Satd. Flow (perm)	0	1416	0	0	1446	0	0	1481	0	0	1484	0
Link Speed (k/h)	50		50		50		50					
Link Distance (m)	84.0		97.9		58.8		244.8					
Travel Time (s)	6.0		7.0		4.2		17.6					
Confl. Peds. (#/hr)	6		16	16		6	24		20	20		24
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90
Heavy Vehicles (%)	0%	0%	0%	0%	0%	0%	0%	0%	0%	3%	0%	0%
Adj. Flow (vph)	23	22	18	42	47	12	17	443	42	13	574	42
Shared Lane Traffic (%)												
Lane Group Flow (vph)	0	63	0	0	101	0	0	502	0	0	629	0
Sign Control	Stop		Stop		Free		Free					

Intersection Summary

Area Type: Other
 Control Type: Unsignalized
 Intersection Capacity Utilization 60.0% ICU Level of Service B
 Analysis Period (min) 15

HCM Unsignalized Intersection Capacity Analysis
5: Allen Street & Park Street

144 Park Tower 2, TIS
2016 Total PM

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕			↕			↕	
Volume (veh/h)	21	20	16	38	42	11	15	399	38	12	517	38
Sign Control		Stop			Stop			Free			Free	
Grade		0%			0%			0%			0%	
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90
Hourly flow rate (vph)	23	22	18	42	47	12	17	443	42	13	574	42
Pedestrians		24			20			16			6	
Lane Width (m)		3.6			3.6			3.6			3.6	
Walking Speed (m/s)		1.2			1.2			1.2			1.2	
Percent Blockage		2			2			1			1	
Right turn flare (veh)												
Median type								None			None	
Median storage (veh)												
Upstream signal (m)								165				
pX, platoon unblocked	0.99	0.99		0.99	0.99	0.99				0.99		
vC, conflicting volume	1186	1185	636	1185	1185	490	641			506		
vC1, stage 1 conf vol												
vC2, stage 2 conf vol												
vCu, unblocked vol	1183	1183	636	1183	1183	483	641			499		
tC, single (s)	7.1	6.5	6.2	7.1	6.5	6.2	4.1			4.1		
tC, 2 stage (s)												
tF (s)	3.5	4.0	3.3	3.5	4.0	3.3	2.2			2.2		
pO queue free %	81	87	96	68	74	98	98			99		
cM capacity (veh/h)	121	177	466	134	177	571	934			1035		

Direction/Lane	EBL	WBL	NBL	SBL
Volume Total	63	101	502	630
Volume Left	23	42	17	13
Volume Right	18	12	42	42
cSH	177	168	934	1035
Volume to Capacity	0.36	0.60	0.02	0.01
Queue Length 95th (m)	11.3	24.4	0.4	0.3
Control Delay (s)	36.1	54.2	0.5	0.3
Lane LOS	E	F	A	A
Approach Delay (s)	36.1	54.2	0.5	0.3
Approach LOS	E	F		

Intersection Summary	
Average Delay	6.4
Intersection Capacity Utilization	60.0%
ICU Level of Service	B
Analysis Period (min)	15

Lanes, Volumes, Timings
6: John Street & Park Street

144 Park Tower 2, TIS
2016 Total PM



Lane Group	EBL	EBM	EBR	WBL	WBM	WBR	NBL	NBM	NBR	SBL	SBM	SBR
Lane Configurations	↕		↗		↖		↗		↖		↕	
Volume (vph)	38	39	13	84	99	66	28	370	54	41	430	52
Ideal Flow (vphpl)	1000	1550	1000	1775	1650	1000	1775	1650	1000	1775	1650	1000
Storage Length (m)	0.0		0.0	25.0		0.0	10.0		0.0	35.0		0.0
Storage Lanes	0		0	1		0	1		0	1		0
Taper Length (m)	7.5		7.5	7.5		7.5	7.5		7.5	7.5		7.5
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped Bike Factor		0.98		0.91	0.99		1.00	1.00		1.00	1.00	
Frt		0.981			0.940			0.981			0.984	
Flt Protected		0.979		0.950			0.950			0.950		
Satd. Flow (prot)	0	1426	0	1637	1530	0	1686	1612	0	1686	1620	0
Flt Permitted		0.809		0.754			0.401			0.446		
Satd. Flow (perm)	0	1173	0	1187	1530	0	711	1612	0	788	1620	0
Right Turn on Red			Yes			Yes			Yes			Yes
Satd. Flow (RTOR)		14			63			18			15	
Link Speed (k/h)		50			50			50			50	
Link Distance (m)		59.1			75.8			41.2			105.9	
Travel Time (s)		4.3			5.5			3.0			7.6	
Confl. Peds. (#/hr)	5		34	34		5	2		10	10		2
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90
Heavy Vehicles (%)	0%	6%	0%	3%	0%	0%	0%	0%	0%	0%	0%	0%
Adj. Flow (vph)	42	43	14	93	110	73	31	411	60	46	478	58
Shared Lane Traffic (%)												
Lane Group Flow (vph)	0	99	0	93	183	0	31	471	0	46	536	0
Turn Type	Perm			Perm			Perm			Perm		
Protected Phases		4			8			2			6	
Permitted Phases	4			8			2			6		
Detector Phase	4	4		8	8		2	2		6	6	
Switch Phase												
Minimum Initial (s)	10.0	10.0		10.0	10.0		28.0	28.0		28.0	28.0	
Minimum Split (s)	16.0	16.0		16.0	16.0		34.0	34.0		34.0	34.0	
Total Split (s)	26.0	26.0	0.0	26.0	26.0	0.0	34.0	34.0	0.0	34.0	34.0	0.0
Total Split (%)	43.3%	43.3%	0.0%	43.3%	43.3%	0.0%	56.7%	56.7%	0.0%	56.7%	56.7%	0.0%
Yellow Time (s)	4.0	4.0		4.0	4.0		4.0	4.0		4.0	4.0	
All-Red Time (s)	2.0	2.0		2.0	2.0		2.0	2.0		2.0	2.0	
Lost Time Adjust (s)	0.0	-2.0	0.0	-2.0	-2.0	0.0	-2.0	-2.0	0.0	-2.0	-2.0	0.0
Total Lost Time (s)	6.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0
Lead/Lag												
Lead-Lag Optimize?												
Recall Mode	None	None		None	None		C-Max	C-Max		C-Max	C-Max	
Act Effct Green (s)		13.7		13.7	13.7		38.3	38.3		38.3	38.3	
Actuated g/C Ratio		0.23		0.23	0.23		0.64	0.64		0.64	0.64	
v/c Ratio		0.36		0.34	0.46		0.07	0.45		0.09	0.51	
Control Delay		20.4		22.5	16.7		5.4	7.5		5.5	8.4	
Queue Delay		0.0		0.0	0.0		0.0	0.0		0.0	0.0	
Total Delay		20.4		22.5	16.7		5.4	7.5		5.5	8.4	
LOS		C		C	B		A	A		A	A	
Approach Delay		20.4			18.7			7.4			8.2	
Approach LOS		C			B			A			A	

Lanes, Volumes, Timings
6: John Street & Park Street

144 Park Tower 2, TIS
2016 Total PM



Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Queue Length 50th (m)		B.0		8.8	11.3		1.0	18.7		1.4	22.9	
Queue Length 95th (m)		17.1		17.6	23.7		4.3	45.7		5.8	55.4	
Internal Link Dist (m)		35.1			51.8			17.2			81.9	
Turn Bay Length (m)				25.0			10.0			35.0		
Base Capacity (vph)		439		435	601		454	1037		504	1041	
Starvation Cap Reductn		0		0	0		0	0		0	0	
Spillback Cap Reductn		0		0	0		0	0		0	0	
Storage Cap Reductn		0		0	0		0	0		0	0	
Reduced v/c Ratio		0.23		0.21	0.30		0.07	0.45		0.09	0.51	

Intersection Summary:

Area Type: Other
 Cycle Length: 60
 Actuated Cycle Length: 60
 Offset: 0 (0%), Referenced to phase 2:NBTL and 6:SBTL, Start of Green
 Natural Cycle: 50
 Control Type: Actuated-Coordinated
 Maximum v/c Ratio: 0.51
 Intersection Signal Delay: 10.7
 Intersection Capacity Utilization 65.7%
 Analysis Period (min) 15
 Intersection LOS: B
 ICU Level of Service C

Splits and Phases: 6: John Street & Park Street

φ2 34 s	φ4 26 s
φ6 24 s	φ8 26 s

Lanes, Volumes, Timings
7: Development Entrance & Park Street

144 Park Tower 2, TIS
2016 Total PM



Lane Group	WBL	WBR	NB	NBR	SB	SBR
Lane Configurations	W		U			U
Volume (vph)	41	34	418	77	62	509
Ideal Flow (vphpl)	1765	1900	1650	1900	1900	1650
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00
Frnt	0.939		0.979			
Flt Protected	0.973					0.995
Satd. Flow (prot)	1613	0	1615	0	0	1627
Flt Permitted	0.973					0.995
Satd. Flow (perm)	1613	0	1615	0	0	1627
Link Speed (k/h)	50		50			50
Link Distance (m)	38.0		105.9			58.8
Travel Time (s)	2.7		7.6			4.2
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90
Heavy Vehicles (%)	0%	0%	0%	0%	0%	1%
Adj. Flow (vph)	46	38	464	86	69	566
Shared Lane Traffic (%)						
Lane Group Flow (vph)	84	0	550	0	0	635
Sign Control	Stop		Free			Free

Intersection Summary

Area Type: Other
 Control Type: Unsignalized
 Intersection Capacity Utilization 80.2% ICU Level of Service D
 Analysis Period (min) 15

HCM Unsignalized Intersection Capacity Analysis
 7: Development Entrance & Park Street

144 Park Tower 2, TIS
 2016 Total PM



Movement	WBL	WBR	NBL	NBR	SBL	SBR
Lane Configurations	↙		↑	↘		↕
Volume (veh/h)	41	34	418	77	62	509
Sign Control	Stop		Free			Free
Grade	0%		0%			0%
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90
Hourly flow rate (vph)	46	38	464	86	69	566
Pedestrians						
Lane Width (m)						
Walking Speed (m/s)						
Percent Blockage						
Right turn flare (veh)						
Median type			None			None
Median storage (veh)						
Upstream signal (m)			106			
pX, platoon unblocked	0.89	0.89			0.89	
vC, conflicting volume	1211	507			550	
vC1, stage 1 conf vol						
vC2, stage 2 conf vol						
vCu, unblocked vol	1176	388			436	
tC, single (s)	6.4	6.2			4.1	
tC, 2 stage (s)						
tF (s)	3.5	3.3			2.2	
pD queue free %	74	94			93	
cM capacity (veh/h)	178	593			1013	

Direction/Lane #	WBL	NBL	SBL
Volume Total	83	550	634
Volume Left	46	0	69
Volume Right	38	86	0
cSH	260	1700	1013
Volume to Capacity	0.32	0.32	0.07
Queue Length 95th (m)	10.0	0.0	1.6
Control Delay (s)	25.2	0.0	1.8
Lane LOS	D		A
Approach Delay (s)	25.2	0.0	1.8
Approach LOS	D		A

Intersection Summary	
Average Delay	2.5
Intersection Capacity Utilization	80.2%
ICU Level of Service	D
Analysis Period (min)	15

Appendix E

Signal Warrant Analyses

Signal Warrant Calculation for Forecasted Volumes (OTM Book 12 - Justification 7)



Horizon Year: Future Total
 Region/City/Township: Waterloo

Major Street: William Street
 Minor Street: Park Street

North/South?: N

Number of Approach Lanes: 1
 Tee Intersection?: Y
 Flow Conditions: Restricted
 PM Forecast Only? N

Warrant Results		
150% Satisfied	No	Warrant for new intersections with forecast traffic
120% Satisfied	No	Warrant for existing intersections with forecast traffic

Time Period	Major Street William Street						Minor Street Park Street					
	Eastbound			Westbound			Northbound			Southbound		
	Left	Through	Right	Left	Through	Right	Left	Through	Right	Left	Through	Right
AM Peak Hour		372	68	228	113		32			371		
PM Peak Hour		174	43	605	280		47			348		

Average Hourly Volumes			
Volume	AM	PM	AHV
1A - All	1182	1407	647
1B - Minor	403	385	200
2A - Major	779	1012	448
2B - Cross	32	47	20

Warrant 1 - Minimum Vehicular Volume

1A	Approach Lanes	1		2 or more		Average Hourly Volume
	Flow Conditions	Free	Restricted	Free	Restricted	
			X			
	All Approaches	480	720	600	900	% Fulfilled: 89.9%
1B	Approach Lanes	1		2 or more		Average Hourly Volume
	Flow Conditions	Free	Restricted	Free	Restricted	
			X			
	Minor Street Approaches	180	255	180	255	% Fulfilled: 78.2%

Warrant 2 - Delay To Cross Traffic

2A	Approach Lanes	1		2 or more		Average Hourly Volume
	Flow Conditions	Free	Restricted	Free	Restricted	
			X			
	Major Street Approaches	480	720	600	900	% Fulfilled: 62.2%
2B	Approach Lanes	1		2 or more		Average Hourly Volume
	Flow Conditions	Free	Restricted	Free	Restricted	
			X			
	Traffic Crossing Major Street	50	75	50	75	% Fulfilled: 26.3%

Signal Warrant Calculation for Forecasted Volumes (OTM Book 12 - Justification 7)



Horizon Year: Future Total
Region/City/Township: Waterloo

Major Street: Park Street North/South?: Y
Minor Street: Allen Street

Number of Approach Lanes: 1
Tee Intersection? N
Flow Conditions: Restricted
PM Forecast Only? N

Warrant Results		
150% Satisfied	No	Warrant for new intersections with forecast traffic
120% Satisfied	No	Warrant for existing intersections with forecast traffic

Time Period	Major Street Park Street						Minor Street Allen Street					
	Northbound			Southbound			Eastbound			Westbound		
	Left	Through	Right	Left	Through	Right	Left	Through	Right	Left	Through	Right
AM Peak Hour	13	356	84	26	284	19	21	43	8	9	17	3
PM Peak Hour	15	399	88	12	517	38	21	20	16	38	42	11

Average Hourly Volumes			
Volume	AM	PM	AHV
1A - All	881	1167	507
1B - Minor	99	148	62
2A - Major	782	1019	445
2B - Cross	73	101	44

Warrant 1 - Minimum Vehicular Volume

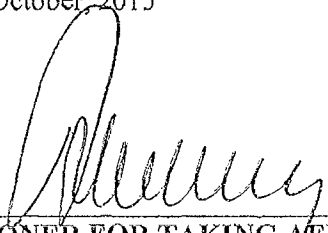
Warrant	Approach Lanes	1		2 or more		Average Hourly Volume
		Free	Restricted	Free	Restricted	
1A	Flow Conditions	Free	Restricted	Free	Restricted	507
			X			
	All Approaches	480	720	600	900	
1B	Approach Lanes	1		2 or more		62
	Flow Conditions	Free	Restricted	Free	Restricted	
			X			
	Minor Street Approaches	120	170	120	170	% Fulfilled: 36.3%

Warrant 2 - Delay To Cross Traffic

Warrant	Approach Lanes	1		2 or more		Average Hourly Volume
		Free	Restricted	Free	Restricted	
2A	Flow Conditions	Free	Restricted	Free	Restricted	445
			X			
	Major Street Approaches	480	720	600	900	
2B	Approach Lanes	1		2 or more		44
	Flow Conditions	Free	Restricted	Free	Restricted	
			X			
	Traffic Crossing Major Street	50	75	50	75	% Fulfilled: 58.0%

TAB 3F

This is Exhibit "F" referred to in the Affidavit of
Christopher Pidgeon sworn before me, this
14 day of October, 2015



A COMMISSIONER FOR TAKING AFFIDAVITS

David R. Fedy



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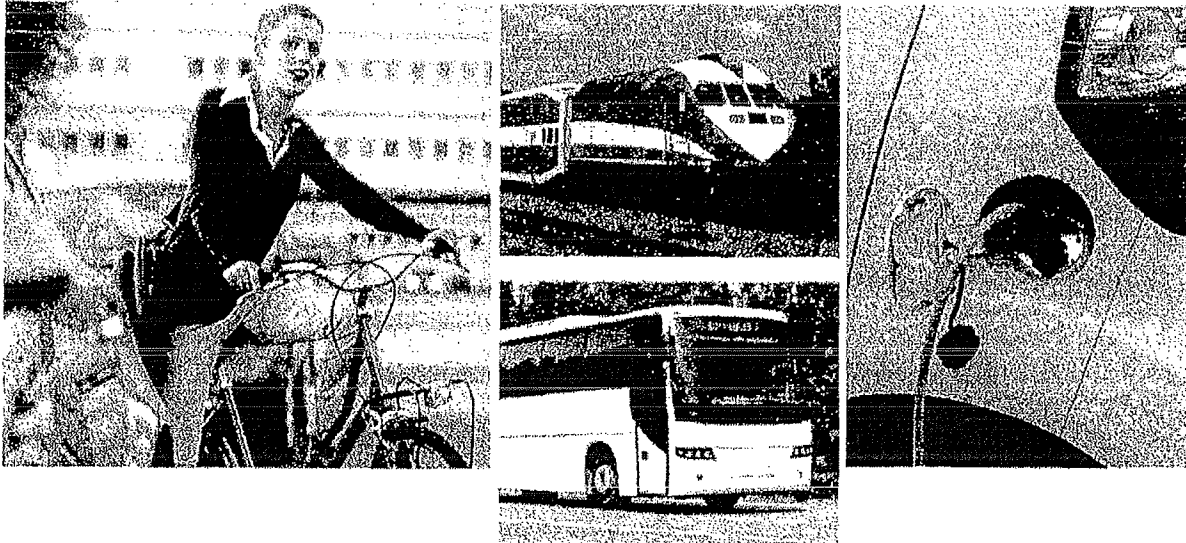
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Lifestyle

Car Plug In's

Electric cars will become more common place on our roads and in response to this future demand, it will be an option at City Centre to have your parking stall equipped with a rough-in for an electric/hybrid vehicle.

Car Share Program

Grand River Car Share already operates car share vehicles at the Charles Street Transit Terminal right in the downtown. In future, car share can be available right on-site. Andrin will provide a parking stall within the publicly accessible courtyard with provisioning for an electric vehicle for a car share operator to utilize in the future.

Leave the Car at Home

Today, Grand River Transit puts the entire Region right at your doorstep and you are within walking distance to major employers, shopping, dining and entertainment.

In the future, the Region of Waterloo's planned LRT and the GO Transit expansion will make the Toronto Pearson International Airport and the broader GTA even more accessible for work or for pleasure.

Secure Indoor Bicycle Storage

City Centre offers secure bicycle storage on the ground floor of the building with direct access to the publicly accessible courtyard to encourage cycling for shorter trips and to take advantage of the Regions' many cycling trails/routes.

BUILDING

for a Better Tomorrow

Urban redevelopment takes advantage of existing infrastructure.

"Night Sky Friendly" exterior lighting to reduce light pollution.

Light coloured roofing materials and areas of planted green roof to reduce the urban heat island effect.

Tri-sorter facilities for refuse recycling.

Recycling of suitable construction waste.

Use of local and recycled materials where available, reducing the impacts of extraction, processing and transportation.

High efficiency heat pump heating system for reduced energy consumption, non-ozone depleting cooling systems and lower emissions directly contribute to a healthier environment.



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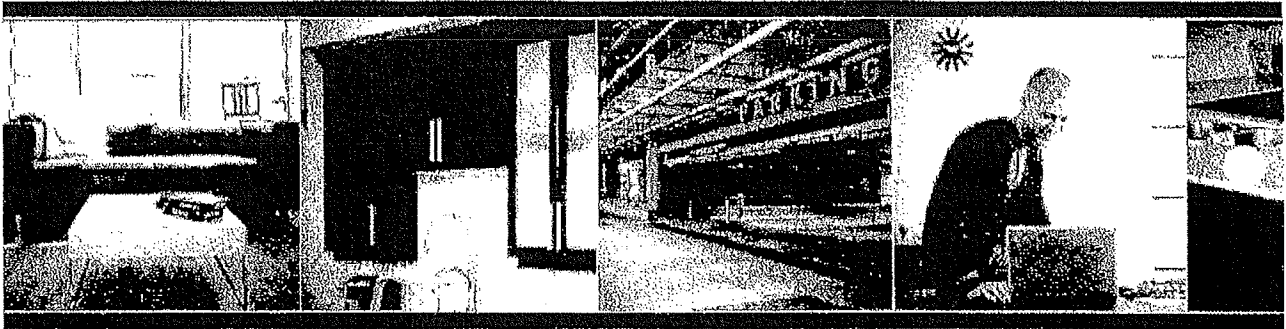
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TAB 3G



This is Exhibit "G" referred to in the Affidavit of

Christopher Pidgeon sworn before me, this

14 day of October, 2015

A COMMISSIONER FOR TAKING AFFIDAVITS

David R. Fedy

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

**IN THE MATTER OF THE *CONSTRUCTION LIEN ACT*,
R.S.O. 1990, c. C.30, AS AMENDED**

**AND IN THE MATTER OF AN APPLICATION MADE BY 144 PARK LTD.
FOR THE APPOINTMENT OF A TRUSTEE UNDER SECTION 68(1) OF THE
CONSTRUCTION LIEN ACT, R.S.O. 1990, c. C.30, AS AMENDED**

ACKNOWLEDGMENT OF EXPERT'S DUTY

1. My name is Christopher Pidgeon. I live in the City of KITCHENER, in the Province of Ontario.

2. I have been engaged by or on behalf of William Seegmiller to provide evidence in relation to the above-noted court proceeding.

3. I acknowledge that it is my duty to provide evidence in relation to this proceeding as follows:

- (a) to provide opinion evidence that is fair, objective and non-partisan;
- (b) to provide opinion evidence that is related only to matters that are within my area of expertise; and
- (c) to provide such additional assistance as the Court may reasonably require, to determine a matter in issue.

4. I acknowledge that the duty referred to above prevails over any obligation which I may owe to any party by whom or on whose behalf I am engaged.

Date

October 14, 2015

Chris Pidgeon
Signature

NOTE: This form must be attached to any expert report under subrules 53.03(1) or (2) and any opinion evidence provided by an expert witness on a motion or application.

IN THE MATTER OF THE *CONSTRUCTION LIEN ACT*, R.S.O. 1990, c. C.30, AS AMENDED

AND IN THE MATTER OF AN APPLICATION MADE BY 144 PARK LTD. FOR THE APPOINTMENT OF A TRUSTEE
UNDER SECTION 68(1) OF THE *CONSTRUCTION LIEN ACT*, R.S.O. 1990, c. C.30, AS AMENDED

Court File No. CV15-10843-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

PROCEEDING COMMENCED AT TORONTO

ACKNOWLEDGMENT OF EXPERT'S DUTY

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Lawyers for William Seegmiller

IN THE MATTER OF THE *CONSTRUCTION LIEN ACT*, R.S.O. 1990, c. C.30, AS AMENDED

AND IN THE MATTER OF AN APPLICATION MADE BY 144 PARK LTD. FOR THE APPOINTMENT OF A TRUSTEE
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Court File No. CV15-10843-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
PROCEEDING COMMENCED AT TORONTO

AFFIDAVIT OF CHRISTOPHER PIDGEON

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Lawyers for William Seegmiller

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Court File No. CV15-10843-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE**

PROCEEDING COMMENCED AT TORONTO

**RESPONDING MOTION RECORD
OF WILLIAM SEEGMILLER**

**LENCZNER SLAGHT ROYCE
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