

March 17, 2020



Pearsall, Marshall, Halliwill & Seaton LLP
22 Queens Avenue
Leamington, ON
N8H 368

Attention: David Halliwill, MBA, LL.B.
Shannel Diewold

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Suite 608
Windsor, Ontario
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Planning Opinion - 200 Main Street East, Town of Kingsville, Ontario

This letter is provided in response to a request from the Town of Kingsville's Council (council) for an independent Professional Planning Opinion related to the request of HVM Holdings Inc. (applicant) to amend their Site Plan Control Agreement dated February 12th, 2018 (**Appendix A**), to allow for the development of a two (2) storey Medical Clinic with a full basement at 200 Main Street East (subject property). The requested amendment would replace the approved development in the executed Site Plan Control Agreement (for a one (1) storey Medical Clinic with a full basement), to permit a two (2) storey Medical Clinic with a full basement. Review of parking, extension overhang, permitted uses, and SPA language concerning the proposed window screening are covered in this planning opinion letter.

In addition to the information package provided to me, it is understood that discussions regarding Council's concern regarding reduced privacy of adjacent residential uses and the two (2) storey Medical Clinic have taken place and it was determined that a fixed window treatment to prohibit the ability to see out of the windows of the Medical Clinic will be proposed (**Appendix C**) For the purposes of this letter, my opinion is limited to the request of the applicant for a Site Plan Control Amendment and how that request is consistent and/or conforms to Provincial, County and Municipal planning legislation and/or regulations.

Concerns related to Applicable Planning Regulations

Under Section 41 of the Planning Act (PA), the subject property is required to comply with Site Plan Control regulations as it is located within a designated area on Schedule "A" of the Town's Official Plan (OP). As of October 2017, the subject property has been designated as 'Residential Zone 4 Urban Exception 2 (R4.1-2)' through a rezoning by-law which is enforced by the Town's comprehensive Zoning By-law 1-2014, amended and consolidated as of April 6, 2020.

The following concerns are reviewed in the context of Site Plan Control and the Zoning By-Law regulations, they are:



Issue #1 - Parking Requirements – The subject property includes two uses (residential and medical office) which are captured by Table 4 (Residential uses) and Table 5 (Non-residential uses) of the Zoning By-Law respectively.

The residential uses (Table 4 - dwelling, apartment building) proposed, require 1.25 spaces/unit and shall have 0.25 spaces of the required spaces dedicated for visitor parking in a building containing 4 or more residential units. As there are two residential towers proposed (phase 2 and phase 3) consisting of 60 dwelling units each for a total of 120 dwelling units, then the residential use parking required is 150 parking spaces. Out of these 150 required parking spaces, the Zoning By-law requires that 19 of these spaces be dedicated for visitor parking for each building, or 38 in total.

Based on the Site Plan Layout drawing AS101 which is dated April 23, 2019 and prepared by ROA Studio (**Appendix B**), there are 162 parking spaces proposed above grade provided for residential uses. This complies with the parking requirements set out in Table 4 of the Zoning By-Law as 150 parking spaces are required. Based on information provided, it is estimated that there are also 30 parking spaces proposed below grade for residential uses as part of phase 2 and phase 3.

The medical office uses (Table 5 - medical office) proposed requires 6 spaces per practitioner. As there is one medical clinic constructed (phase 1) on the site and seven practitioner office spaces proposed, then the non-residential uses parking required is 42 parking spaces.

Based on the drawing noted above (AS101), there are 45 parking spaces proposed above grade provided for the medical centre uses. This complies with the parking requirements set out in Table 5 of the Zoning By-Law as 42 parking spaces are required.

There is a total of 237 parking spaces proposed on the subject property including the estimate 30 parking spaces below grade. A markup of the AS101 drawing is attached to this letter. Based on the site plan, all parking requirements are compliant on the subject property assuming that there are no more than 120 residential dwelling units, and seven medical practitioner office spaces proposed.

Issue #2 - Extension “overhang” – A canopy overhang connected to the north side of the medical clinic building (phase 1 lot) as illustrated on the Site Plan Layout drawing AS101 which is dated April 23, 2019 and prepared by ROA Studio, appears to cross an interior lot line by 4.57 metres (15 feet) into the adjacent site where the two residential buildings (phase 2 lot) are located. The footing of the canopy overhang



appears to be within the phase 1 area of the site but is located outside of the lot where the medical clinic building is situated. As the phase 2 lot was designed to have its main access through the phase 1 frontage, a rezoning was completed in October of 2017 to permit the development of both sites since they were designed to function as one.

The canopy overhang connected to the north side of the medical clinic building is not subject to lot line setbacks from the interior lot line as both lots (phase 1 and 2) are zoned Residential Zone 4 Urban Exception 2 (R4.1-2) which includes Zone Provision (C), ii, that allows the subject properties zoned to be deemed as a single lot or parcel of land for zoning purposes. As the two lots are considered one and building setbacks are measured from a lot line to the closest point of any part of a building or structure on the same lot, then the canopy overhang is in compliance as it meets all other setbacks. No lot line adjustments are required as the line is internal to the subject properties and not abutting adjacent sites.

Issue #3 - Permitted Uses – Any proposed uses of a Fitness Centre, or Health Studio (fitness or athletic facility), or Commercial Fitness Centre is not permitted on the subject property which falls in the Residential Zone 4 Urban (R4.1-2) category as per the Zoning By-Law. The R4.1-2 exception expands permitted uses to Neighbourhood Commercial (C1) to be permitted on the subject property which allows compatible and supportive uses required in close proximity to residential uses. The Neighbourhood Commercial (C1) uses may include but are not limited to a bank, clinic, day nursery, office, personal service establishment, convenience store and commercial plazas. Based on the permitted uses found in other zoning categories, specifically Central Commercial (C2) and General Commercial (C4) allow for Fitness centres, it is interpreted that Neighbourhood Commercial (C1) is not intended to include uses such as Fitness Centres, Health Studios or Commercial Fitness Centres. Parking counts outlined in this letter do not anticipate any proposed Fitness Centres or the like as they are not explicitly permitted on the subject property.

Issue #4 - Revised SPA – It is understood that Council's concern regarding reduced privacy of adjacent residential uses and the two (2) storey Medical Clinic have required the applicant to propose a fixed window treatment to prohibit the ability to see out of the windows of the Medical Clinic. Proposed language regarding the fixed window treatments on the second floor easterly facing windows of the medical building has been included in the draft revised SPA attached (see item vii of the General Provisions, section 21).

vii) Second Floor Easterly Facing Windows – the Owner agrees to apply a privacy window covering acceptable to the Town to prohibit views from the second storey easterly facing window. Said covering to



be maintained in place and in good repair in perpetuity of this agreement.

Professional Planning Opinion

The following is my professional planning Opinion for Council's consideration with respect to the subject property's parking, extension overhang, permitted uses, and SPA language concerning the proposed window screening:

- The proposed parking as depicted on the Site Plan Layout drawing AS101 (dated April 23, 2019 and prepared by ROA Studio) is compliant with the Zoning By-Law requirements. This opinion is based on a maximum of 120 residential units and seven medical practitioners. We are not aware of other accessory uses planned for the medical facility at this time.
- The canopy overhang connected to the north side of the medical clinic building as depicted on the Site Plan Layout drawing AS101 (dated April 23, 2019 and prepared by ROA Studio) is compliant with the Zoning By-Law requirements.
- A fitness centres use (or the like) does not conform to the intended purpose of the Zoning By-Law and is not permitted under the current R4.1-2 zoning regulations.
- Draft language has been provided to carry out the will of council to require the applicant to include a permanent screening solution to prohibit any views from the inside of the second floor the windows of the medical clinic looking out to the east.

It is my professional planning opinion that council and the applicant have the information needed to proceed with the Site Plan Control Agreement with respect to the subject property.

Sincerely,

DILLON CONSULTING LIMITED

Karl Tanner, MCIP RPP
Partner
KDT/dlt

APPENDIX A
Site Plan Control Agreement



SITE PLAN AGREEMENT

THIS AGREEMENT made (in triplicate) this XX^{xx} day of Month, Year.

BETWEEN:

THE CORPORATION OF THE TOWN OF KINGSVILLE,

hereinafter called the "Corporation",

OF THE FIRST PART

-and-

HVM Holdings Inc.

hereinafter called the "Owner",

OF THE SECOND PART

WHEREAS the Owner is the registered owner of land described as Pt. Lot 2, Concession 1, ED, Part 2, RP 12R 26799 and further known as 200 Main St. E., in the Town of Kingsville in the County of Essex, Province of Ontario (the "subject lands");

AND WHEREAS the Corporation has enacted a by-law being a By-law to establish site plan control in the Town of Kingsville pursuant to the provisions of Section 41(2) of the Planning Act, R.S.O. 1990, c.P.13;

AND WHEREAS development of the subject lands is subject to site plan control as provided for in the By-law;

AND WHEREAS the Corporation has determined that this Agreement shall also jointly apply to land described as Pt. Lot 2, Concession 1, ED, Part 1 RP 12R 26799

AND WHEREAS as a condition of the approval of a building permit for the said lands the Corporation and the Owner must enter into this Agreement;

GENERAL

1. (a) **Covenant** - The Owner covenants and agrees to build, provide and maintain for the life of the development at the Owner's entire expense and to the Corporation's entire satisfaction all landscaping, buildings, parking facilities, lot grading, garbage and central storage areas, storm water management systems, rate of flow monitoring, lighting and other related items in compliance with relevant legislation and in accordance with drawings attached hereto as Schedule 'A-2020' approved and on file in the office of the Clerk of the Corporation. The Owner agrees that all development shall be in compliance with the relevant zoning provisions and in accordance with the Corporation's Development Standards Manual, as amended from time to time.

(b) **Name & Address of Corporation**
The Corporation of the Town of Kingsville
Attention: Corporation Solicitor
2021 Division Road North
Kingsville, Ontario N9Y 2Y9

(c) **Name & Address of Owner**
HVM Holdings Inc.
175 Pineway Park
Kingsville, ON
N9Y 1A2

(d) Approval Date – February 12, 2018

SCHEDULES ATTACHED:

2. Hereinafter referred to as Schedule 'A-2020' and forming part of this agreement:

SCHEDULE 'A-2020' - Site Plan (Prepared by: ROA Studio Inc. and Dated April 23, 2019)

A large format plan, referred to as Schedule 'A-2020', is available in the Development Services Department for the Town of Kingsville, 2021 Division Rd. in the Town of Kingsville and are available for review during regular business hours.

LOT GRADING PLAN

3. (a) **Lot Grading Plan** - The Owner further agrees to submit to the satisfaction of the Corporation's Chief Building Official, Ministry of Transportation (MTO), where applicable and Essex Region Conservation Authority (ERCA) in regulated areas throughout, a lot grading plan designed and executed under the seal of an engineer licenced under the *Professional Engineers Act* R.S.O. 1990, c. P.28, as amended ("Engineer") for the subject lands for the Corporation's consideration prior to the issuance of any building permits or construction permits for the subject lands, if applicable. The Owner shall ensure that the site drainage shall not affect adjacent properties.

SIGNS

4. a) **Signs** - Compliance with Approved Drawings - The Owner further agrees to submit a signage plan to the Corporation's Manager of Development Services for their approval prior to the issuance of a construction permit. Said signage plan shall include the design, size and location of all existing or proposed signs erected or located on or to be erected or located on the subject lands. In addition, this signage plan shall outline any lighting details and landscaping features associated with any signage.

b) **Traffic Signage** - Prior to construction, the Owner agrees to provide on-site traffic and parking signage and pavement markings to the satisfaction of the Corporation (and/or the County of Essex, where applicable) and as detailed on Schedule 'A-2020'.

DIRT AND DEBRIS

5. **Dirt and Debris** - The Owner further agrees to keep the public highways adjacent to the subject lands free from dirt and debris caused by the construction and ongoing operation on the subject lands. The Owner further agrees to, within twenty-four (24) hours of being notified and instructed by the Corporation and/or County of Essex to do so, clean-up the streets adjacent to the subject lands and/or take dust control measures at the Owner's entire expense, failing which, the

Corporation and/or County of Essex may carry out or cause to have carried out the said work at the entire expense of the Owner.

REPAIR OF HIGHWAY

6. **Repair of Highway** - The Owner further agrees that any curbs, gutters, pavements, sidewalks or landscaped areas on the public highway which are damaged during the construction and maintenance period shall be restored by the Owner at the Owner's entire expense and to the satisfaction of the Corporation and/or County of Essex and/or Ministry of Transportation.

DRIVEWAY APPROACHES AND PARKING AREAS

7. (a) **Driveways** - The Owner agrees to maintain the existing driveway approaches in such manner, widths and location as approved by the Corporation or County. The portion of the entrance that is within the municipal or County right-of-way shall be maintained with a hard surface.

(b) **Surfacing** – The Owner further agrees that any portion of the internal driveway aisles, loading areas and parking areas as shown on Schedule 'A-2020' shall be hard surfaced.

PERMITS

8. **Permits** - The Owner further agrees to obtain the necessary access or other permit for any new driveway approaches, sewer taps, drain taps, or curb cuts from the Corporation and/or County of Essex, prior to the commencement of any construction on or adjacent to the public highway.

LIGHTING

9. **Lighting** - The Owner further agrees to provide all lighting of any parking area and/or building(s) located on the subject lands. Lights used for illumination shall be designed to full cut-off standards and shall be arranged as to divert the light away from adjacent roadways and properties and minimize impact on the night sky as shown on the attached lighting plan (Schedule B). All exterior lighting shown shall be designed to eliminate glare and reflection from the surfaces on which any lighting is mounted. The Owner further agrees that any future proposed changes to lighting of the subject lands shall require the approval of the Corporation and may require an amendment to this Agreement.

PARKING

10. **Parking** - The Owner further agrees to provide adequate on-site vehicle and bicycle parking for the proposed buildings in accordance with the Corporation's Zoning By-law, as amended, applicable to the development and as shown Schedule 'A-2020'.

GARBAGE, WASTE AND CENTRAL STORAGE FACILITIES

11. (a) **General** – The Owner covenants and agrees that no waste as defined in the *Environmental Protection Act*, or any regulations passed thereunder, may be deposited or stored on the subject lands except as approved by the Corporation's Chief Building Official in accordance with the diagrams attached hereto as Schedule 'A-2020' and forming part of this Agreement.

(b) **Storage** – The Owner further covenants and agrees that no garbage, waste, substance, product, by-product or any other thing (hereinafter collectively called the "Waste") shall be stored outside anywhere on the subject lands, save and except for in accordance and compliance with and as shown on Schedule 'A-2020'.

(c) **Default and Remedy** – The Owner further agrees that any Waste deposited or stored:

- i. in an area other than those specific areas shown in Schedule 'A-2020' for the storage of same;
- ii. without obtaining and providing to the Corporation a Certificate of Approval;
- iii. in contravention of any legislation; or
- iv. in contravention of this Site Plan Agreement;

shall be removed from the subject lands by the Owner at the entire expense of the Owner. The Owner further agrees that if the Owner fails to remove this Waste within 10 days of having received written notice from the Corporation to do so, the Owner agrees that the Corporation, its agents, servants, workmen or employees may enter upon the subject lands and remove the Waste; the cost of which shall be recovered by the Corporation out of the Performance Securities contemplated in this Agreement, and any additional costs incurred by the Corporation in excess of the said securities shall constitute a debt owing by the Owner to the Corporation and the Corporation may add such debt to the tax roll of the subject lands and collect and enforce them in the same manner as taxes.

LANDSCAPING

12. (a) **Landscaping**- The Owner further agrees to provide for landscaping as designed and depicted on the Site Plan as approved by the Manager of Planning Services for the Corporation.

(b) **Installation and Maintenance** - The Owner further agrees to install and maintain all landscaping features in accordance with the approved Site Plan and in a manner satisfactory to the Manager of Planning Services.

(c) **Undeveloped Lands** - In the event that the subject lands are to be developed in phases the Owner further agrees to grade and seed or crop, to the satisfaction of the Manager of Planning & Development Services, all vacant lands that are not developed within one (1) year of the issuance of the construction permit for the initial phase of the development.

STORM WATER MANAGEMENT

13. (a) **Consulting Engineer** - Prior to the issuance of a building permit, the Owner further agrees to retain a consulting engineer for the design and preparation of drawings for an internal storm water management system to service the proposed addition. Such drawings shall be satisfactory to the Corporation's Director of Municipal Services and Ministry of Transportation, if applicable.

(b) **Construction and Maintenance** - Upon approval of the drawings by the Corporation's Director of Municipal Services, Chief Building Official, Ministry of Transportation, if applicable, and the Owner further agrees to construct and maintain, at the Owner's entire expense, the storm water management system in accordance with the approved drawings and to the satisfaction of the Chief Building Official prior to the issuance of a building permit. Under no circumstance will a building permit be issued for construction until such time as the approved storm water management system has been constructed and is fully functional or a temporary approved storm water management system has been implemented, both to the satisfaction of the Town.

(c) **Undeveloped Lands** - The Owner further agrees to maintain, grade and keep groomed any undeveloped portions of the subject lands and that any changes to the surface material, grade or use of undeveloped lands shall require a review of the approved Storm Water Management System and will require an amendment to the site plan.

(d) **Use of Green Space** – The Owner further agrees to demonstrate the use of all available green space for the reduction and management of storm water run-off.

14. **Stormwater Management (abutting lands)** - That the Owner agrees to insure that storm water run-off is properly managed along the edge of the storm water management pond (if applicable) where it is within 20 m of an abutting property and that storm water flows on those abutting lands are not negatively impacted.

EXISTING WATERCOURSES AND NATURAL LAND DRAINAGE

15. **Existing Watercourses and Natural Land Drainage** - The Owner further agrees that no natural watercourse shall be blocked, abandoned or otherwise altered during the course of construction of the development unless approved by the Corporation and that no natural land drainage shall be cut off without adequate provision made for its interception to the satisfaction of the Corporation.

DEVELOPMENT CHARGES

16. **Development Charges** - The Owner agrees to pay to the Corporation on the issuance of a building permit, the appropriate development charge in accordance with the Corporation's Development Charges By-law, as amended.

POSTPONEMENT AND SUBORDINATION

17. **Postponement and Subordination** - The Owner covenants and agrees, at its entire expense, to obtain and register, from its mortgagees and/or encumbrancers, such documentation as may be deemed necessary by the Corporation to postpone and subordinate the interest of said mortgagees and/or encumbrancers in the subject lands to the interest of the Corporation to the extent that this Agreement shall take effect and have priority as if it had been executed and registered before the execution and registration of the document or documents giving to the mortgagees and/or encumbrancers their interest in the subject lands.

FINANCIAL SECURITY

18. (a) **Performance Security (applicable to Phase 1, 2 & 3)** - The Owner further agrees to deposit with the Corporation, to be held by the Corporation without interest, at the time a building permit is issued to it, a Performance Security in the form of a certified cheque, cash or an Irrevocable Letter of Credit which is automatically extended, or other security in form satisfactory to the Corporation's Solicitor, in the sum of **\$50,000 (CAD)** to guarantee the due performance of the Owner's obligations under this Agreement, within the time period specified in paragraph 19 hereof. No Performance Security shall be released until the Owner has complied fully with its obligations with the provisions of this Agreement. If the development on the subject lands is completed in phases a partial or full refund may be issued upon completion of the applicable phase or phases. However, securities will be required at the time of a building permit request for subsequent phases of development in an amount to be determined by the Town.

(b) **Deficiency** - The Owner acknowledges and agrees that should there be a deficiency in, or failure to carry out, any work, obligation or matter required by any provision of this Agreement, and the Owner fails to remedy same within 10 days of being given written notice with a direction to carry out such work or matter, the Corporation may draw on the security held and enter onto the property of the Owner and complete all outstanding works or matters, and pay all costs and expenses incurred thereby from the proceeds of any security held by it.

(c) **Shortfall** - The Owner further acknowledges and agrees that, notwithstanding any provision to the contrary in this Agreement specifying the return of security, in the event that the Corporation determines that any return of cash or certified funds held by it would create a shortfall with respect to securing the completion of any work or matter remaining to be carried out by the Owner pursuant to this Agreement, the Corporation will not be obliged to return the security held by it until

such time as such work is satisfactorily completed or the Corporation has sufficient security to insure that such work will be completed.

COMMENCEMENT/COMPLETION OF WORK/TERMINATION OF AGREEMENT

19. **Commencement/Completion of Work/Termination of Agreement** - The Owner further covenants and agrees that the proposed development governed by this Agreement will be commenced within one (1) year from the date of the execution of this Agreement. The Owner further covenants and agrees that all works, buildings, parking, access areas, landscaping, systems and all other required facilities required by this Agreement (applicable to each phase of development) shall be completed within two (2) years from the date on which the Corporation's Chief Building Official issues a building permit for the said development. If the Owner fails to meet either of the aforesaid deadlines, the Corporation may, at its sole option and on fourteen (14) days written notice to the Owner, declare this Agreement null and void and of no further force and effect. The refund of any monies paid by the Owner pursuant to this Agreement shall be at the sole discretion of the Corporation, but under no circumstances will interest be paid on any refund.

CONVEYANCES AND CONTRIBUTIONS

20. (a) **Conveyances and Contributions** - The Owner further agrees to gratuitously convey or dedicate, in fee simple and without encumbrance, to the Corporation any land, easement, right of way or otherwise as deemed required by the Corporation, Hydro One, Bell Canada or Union Gas in, through, over and under the subject lands for drainage purposes, sewers, hydro, gas, utilities, water mains and telephone.
- (b) **Surveys and Land Descriptions** - In the event that the Owner is required to convey lands, easements, rights of way or otherwise pursuant to this Agreement, then the Owner shall obtain all surveys and land plans or descriptions for lands to be conveyed to the Corporation at the Owner's entire expense.

GENERAL PROVISIONS

21. In addition to the standard site plan agreement requirements the Owner also agrees to:
- i) **Stand Pipe and Hydrants** – are to be located in such a manner as to be clearly visible and clear of all obstructions. Hydrant and stand pipe locations may also, at the discretion of the Town require appropriate signage.
 - ii) **Joint Pedestrian Access (east)** – the Owner agrees to make best efforts to provide a pedestrian linkage with the subject lands and the abutting property to the east with the co-operation of the abutting land owner(s).
 - iii) **Joint Pedestrian Access (west)** – the Owner agrees to a future pedestrian linkage between the subject parcel and the lands to the west, if applicable) in co-operation with the Town and future owner(s) of those lands.
 - iv) **Main St. E Intersection Signalization** – the Owner agrees to install the necessary underground conduit at the access to 200 Main St. E. to facility the future signalization of the access at the time of development on the vacant lands to the south at 195 Main St. E. and to indicate on the final servicing drawings the location of the necessary pedestals.
 - v) **Main St. E Signal Installation** – the Owner agrees to contribute to the cost of signal installation, to a maximum of 50%, if future traffic generated from the subject site warrants signalization as a result of future development on the lands currently known at 195 Main St. E.

vi) **Construction Site Maintenance and Debris** – provide appropriate on-site construction waste management for the storage and disposal of construction waste and that at no time is waste allowed to accumulate on the site beyond a reasonable level.

vii) **Second Floor Easterly Facing Windows** – the Owner agrees to apply a privacy window covering acceptable to the Town to prohibit views from the second storey easterly facing window. Said covering to be maintained in place and in good repair in perpetuity of this agreement.

22. **Enforcement and Remedies** – The Owner agrees:

(a) All facilities and matters required by this Agreement shall be provided and maintained by the Owner at the Owner's sole risk and entire expense to the satisfaction of the Corporation and in default thereof the Owner acknowledges that the Corporation, in addition to any other remedy it may have at law, shall also be entitled to enforce this Agreement in accordance with Sections 444 to 446, inclusive, of the Municipal Act, S.O. 2001, c.25 as amended.

(b) If the Owner is in default of any matter, obligation or thing required to be done by this Agreement and such default continues for more than 10 days after the Corporation having given written notice to the Owner of same, then in addition to and without limiting other remedies available to it, the Corporation may direct that such matter or thing be done at the entire expense of the Owner and the Corporation may recover the expense incurred in doing it by adding the costs to the tax roll and collecting them in the same manner as property taxes. The Owner hereby authorizes the Corporation to enter upon the subject lands to do such matters or things.

(c) Any work done by the Corporation for or on behalf of the Owner or by reason of the Owner not having done the work in the first instance, shall be deemed to be done as agent for the Corporation and shall not, for any purpose whatsoever, be deemed as an acceptance or assumption of any works, services or faults by the Corporation.

23. **Successors and Assigns** - This Agreement and everything contained herein shall enure to the benefit of and be binding upon the Parties hereto and their respective heirs, administrators, executors, successors and permitted assigns.

24. **Enforceability** - If any term, covenant or condition of this Agreement is, to any extent, declared invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and each term, covenant or condition of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

25. **Amendments** - This Agreement may be amended at any time with the written consent of the Corporation and the registered Owner of the subject lands at the time of such amendment. This Agreement may be amended to permit further additions by replacing the drawings attached in Schedule 'A-2017' on file in the office of the Clerk, upon approval of the Corporation, without the need to alter this text or the registration of any additional material on title. Accordingly, it will be necessary for any new Owner to review drawings on file in the office of the Manager of Planning & Development Services to specifically determine that which is permitted at any given point in time. Financial securities may be required by the Corporation for any addition permitted by way of amendment to this Agreement.

- 26. **Extension of Time** – Time shall always be of the essence of this Agreement. Any time limit specified in this Agreement may be extended with the consent in writing of both the Owner and the Corporation, but no such extension of time shall operate or be deemed to operate as an extension of any other time limit, and time shall be deemed to remain of the essence of this Agreement notwithstanding any extension of any time limit. Any extension granted by the Corporation will be conditional upon the recalculations of all outstanding monies owed to the Corporation by the Owner pursuant to this Agreement.

- 27. **Registration** - The Owner hereby consents to the registration of this Agreement on the title of the subject lands at the Owner’s expense.

- 28. **Officials** – The Director of Municipal Services, the Chief Building Official, the Corporation Solicitor, the Manager of Municipal Services and the Manager of Planning Services referred to herein are those of the Corporation.

IN WITNESS THEREOF the said parties hereto have duly executed the Site Plan Agreement on the date first written above.

SIGNED SEALED AND DELIVERED

Henry VanMinnen (President)

WITNESS

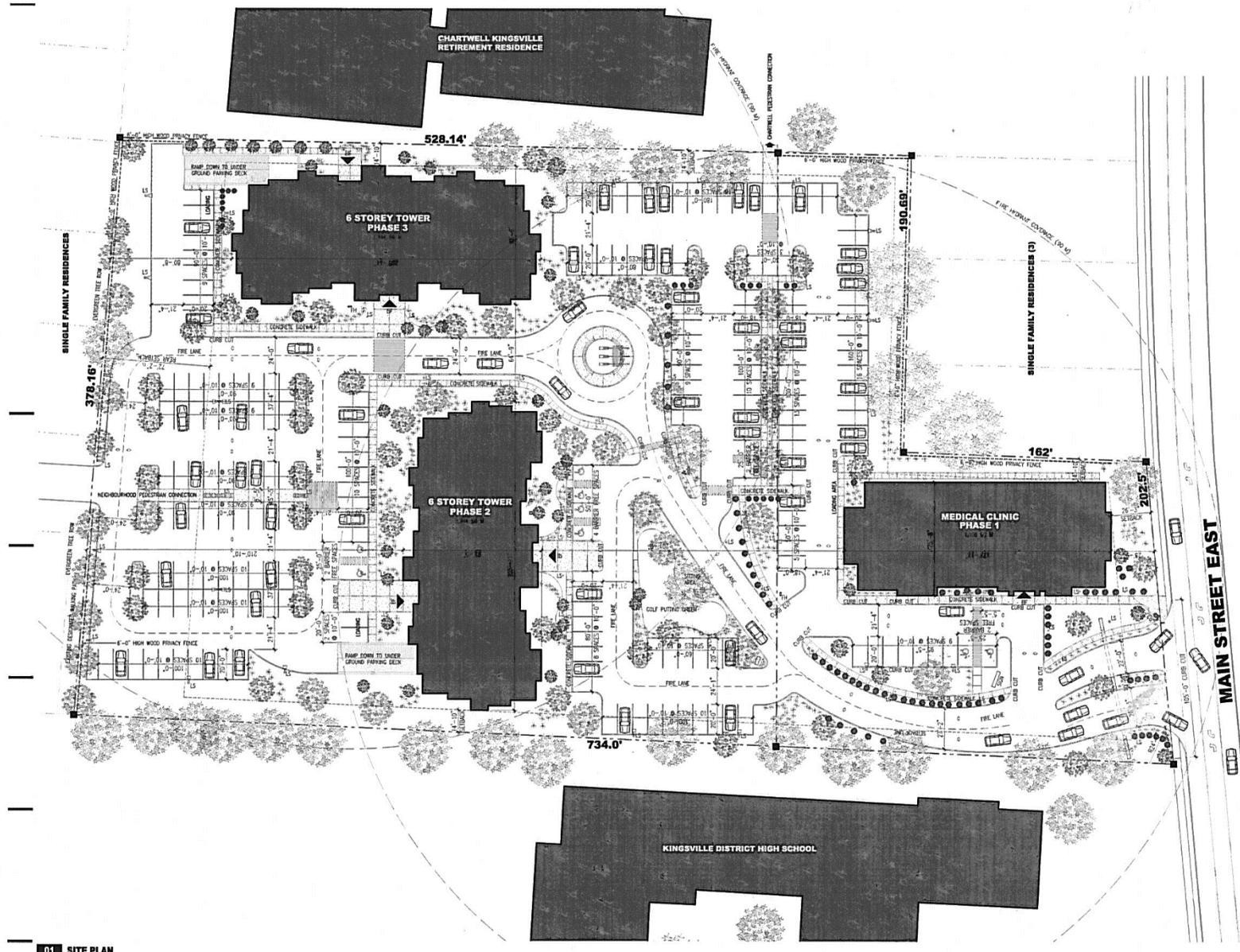
HVM HOLDINGS INC.
I/WE HAVE AUTHORITY TO BIND THE
CORPORATION

**THE CORPORATION OF THE TOWN OF
KINGSVILLE**

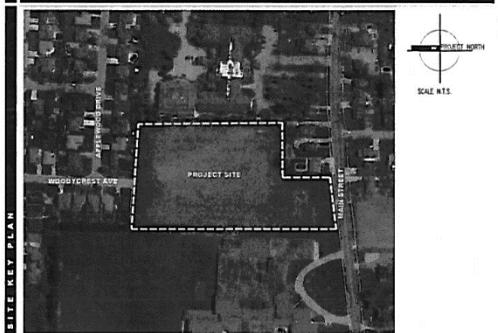
MAYOR NELSON SANTOS

CLERK JENNIFER ASTROLOGO

Schedule "A-2018"
Site Plan



SITE CONSTRUCTION NOTES



SITE SYMBOL LEGEND

SYMBOL	DESCRIPTION	SYMBOL	DESCRIPTION	SYMBOL	DESCRIPTION
(M)	MATERIAL TAG	[Solid Black]	EXISTING BUILDING	[Triangle]	ENTRANCE / EXIT
[Hatched]	CONSTRUCTION NOTE	[Line]	FIRE DEPTH CONNECTION	[Line]	BARrier FREE ENTRANCE / EXIT
[Dashed]	DEMOLITION NOTE	[Circle]	EXISTING TREE	[Square]	EX CATCH BASIN
[Circle]	DATA POINT	[Line]	GAS LINE	[Circle]	LS LIGHT STANDARD
[Arrow]	NORTH ARROW	[Line]	WATER LINE	[Circle]	HIDRO POLE
[Circle]	DOOR OPERATOR TAG ACTIVATION BUTTON	[Line]	STORM SEWER	[Circle]	GUIDE WIRE
[Square]	NEW ASPHALT PAVING	[Line]	SAVANARY LINE	[Circle]	FIRE HYDRANT
[Square]	NEW CONCRETE PAVING	[Line]	PROPERTY LINE	[Circle]	EXISTING VEGETATION
		[Line]	6' HIGH CONSTRUCTION FENCE	[Circle]	MALDED AREA

ZONING CHART

No.	DESCRIPTION	REQUIRED	ACTUAL	BYLAW REF.
1	LOT DESCRIPTION	CONCESSION 1, LOT 2, 200 MAIN STREET EAST, KINGSVILLE ONTARIO		
2	ZONING CLASSIFICATION	R4.1	R4.1	6.4.1
3	PERMITTED USE	APARTMENT BUILDING MEDICAL CLINIC	APARTMENT BUILDING MEDICAL CLINIC	6.4.1 C
4	SIZE OF PARKING SPACE	MIN WIDTH 2.7M (9 FT) MIN LENGTH 5.24M (17 FT)	MIN WIDTH 2.7M (9 FT) MIN LENGTH 5.14M (17 FT)	5.14 (C)
5	PARKING AISLE	MIN WIDTH OF AISLE 6.5M	MIN WIDTH OF AISLE 6.5M	5.6
6	PARKING SPACES REQUIRED	DWELLING UNIT 1.25 PER UNIT MEDICAL CLINIC 6 PER PRACTITIONER BARrier FREE SPACES	150 REQUIRED 60 PROVIDED 215 REQUIRED 230 PROVIDED	5.12
7	LOT FRONTAGE	MINIMUM	22M ACTUAL	6.1.1
8	FRONT YARD DEPTH	MINIMUM	2M ACTUAL	6.4.1
9	INTERIOR SIDE YARD	MINIMUM	4.5M ACTUAL	6.4.1
10	EXTERIOR SIDE YARD	MINIMUM	4.5M ACTUAL	6.4.1
11	REAR YARD DEPTH	MINIMUM	22M ACTUAL	6.4.1
12	LOT COVERAGE	MAXIMUM	45% ACTUAL	16.6% 6.4.1
13	BUILDING HEIGHT	MAXIMUM	22M ACTUAL	6.4.1
14	LOT AREA	MINIMUM	950 SQM ACTUAL	22,895 SQM 6.4.1

GENERAL SITE NOTES

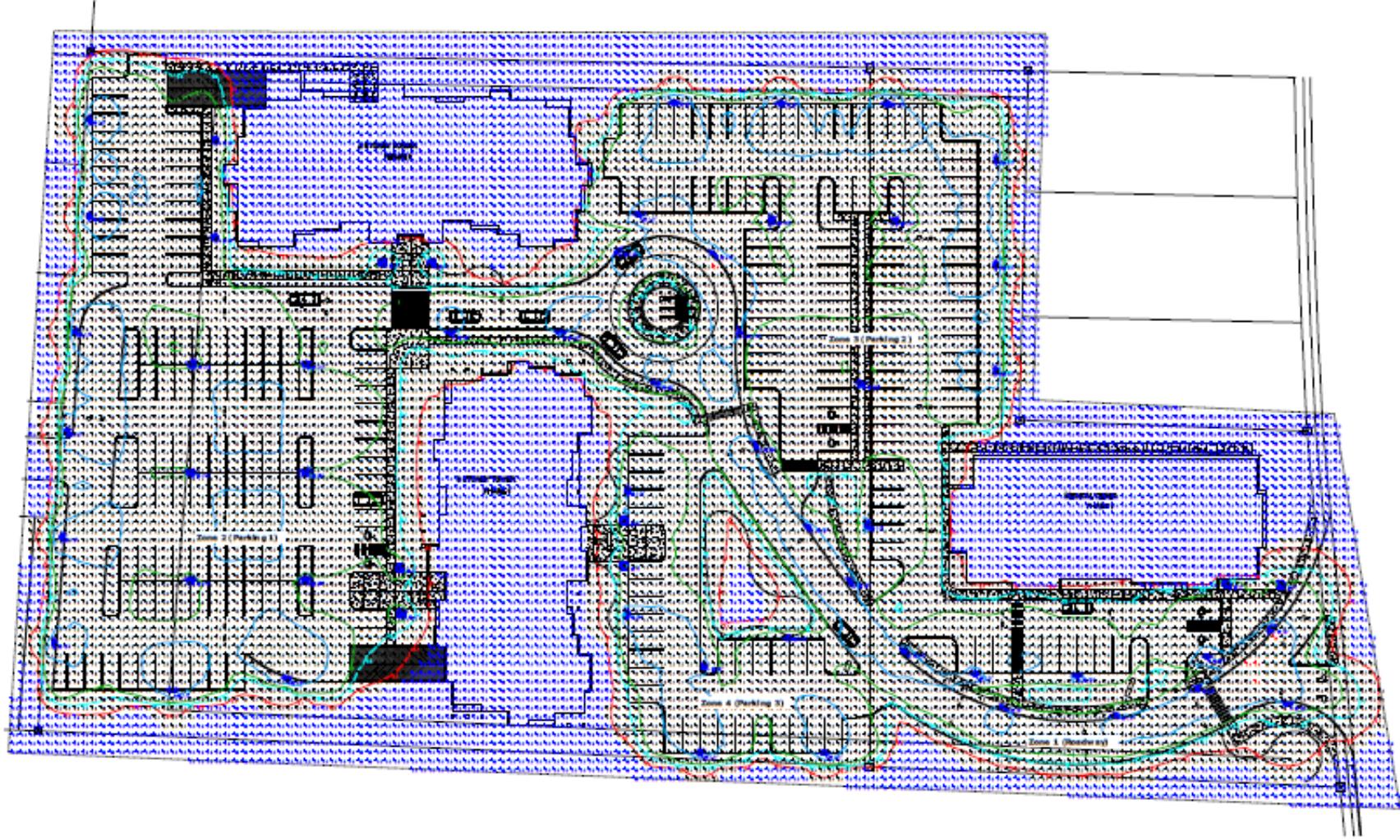
- GENERAL SITE NOTES**
- THIS DRAWING SHALL BE READ IN CONJUNCTION WITH THE CIVIL AND ELECTRICAL DRAWINGS AND THE SPECIFICATIONS. ALL WORK TO BE COORDINATED AND WORKED PRIOR TO CONSTRUCTION.
 - THE CONTRACTOR IS RESPONSIBLE FOR VISITING THE SITE TO VERIFY ALL SITE DIMENSIONS, SPOT ELEVATIONS AND REPORT ANY DISCREPANCIES TO THE CONSULTANT PRIOR TO CONSTRUCTION.
 - REPLACE, REPAIR AND MAKE GOOD ALL EXISTING CONCRETE, SIDEWALKS, GRASSED AND MALDED AREAS THAT ARE DAMAGED AS A RESULT OF THIS WORK. THIS INCLUDES ANY AREAS DAMAGED OUTSIDE THE LIMITS OF THE CONTRACT. CONTRACTOR TO DOCUMENT EXISTING SITE CONDITIONS WITH PHOTOGRAPHS PRIOR TO CONSTRUCTION.
 - CONTRACTOR IS RESPONSIBLE FOR MAINTAINING ACCESS AND EGRESS TO ALL EXISTING BUILDING, WALKWAYS, LANES, ROADS AND PARKING LOTS IN THE SURROUNDING AREA.
 - CONTRACTOR IS RESPONSIBLE FOR REMOVAL OF ALL DEMOLISHED MATERIALS AND DEBRIS FROM THE SITE.

<p>01 SITE PLAN SP18 SCALE: 1/8" = 1'-0"</p>		<p>NOTES</p> <p>THE CONTRACTOR SHALL CHECK AND VERIFY ALL DIMENSIONS AND REPORT ANY ERRORS OR OMISSIONS TO THE ARCHITECT PRIOR TO COMMENCING OR PROCEEDING WITH ANY WORK ON THIS PROJECT. ALL DRAWINGS AND SPECIFICATIONS ARE THE PROPERTY OF THE ARCHITECT. COPYRIGHT © 2018. THESE DRAWINGS AND SPECIFICATIONS ARE DESIGNED FOR THE CLIENT AND THE PROPERTY INDICATED ON THESE DRAWINGS ONLY AND SHALL NOT BE CONSTRUCTED FOR ANY OTHER CLIENT OR ANY OTHER PROPERTY. DO NOT SCALE DRAWINGS.</p>		<p>PROJECT IDENTIFICATION</p> <p>KINGSVILLE PICTURESQUE 200 MAIN STREET KINGSVILLE, ONTARIO</p>		<p>DRAWING IDENTIFICATION</p> <p>SITE PLAN</p>		<p>ORIENTATION</p>		<p>SUB-CONSULTANT</p>		<p>PRIME CONSULTANT</p> <p>ROA studio inc. 67 King Street West, Chatham ON N7M 1C7 tel. 519-397-0943 email: info@roastudio.com</p>		<p>DISCIPLINE SEAL</p>		<p>DRAWING SUBMISSION(S)</p> <table border="1"> <thead> <tr> <th>NO.</th> <th>DESCRIPTION</th> <th>DATE</th> </tr> </thead> <tbody> <tr> <td>04</td> <td>SITE ENTRY GATEWAY RE-CONFIGURATION</td> <td>02-03-2018</td> </tr> <tr> <td>02</td> <td>ISSUED FOR SITE PLAN APPROVAL</td> <td>11-29-2017</td> </tr> <tr> <td>03</td> <td>ISSUED FOR CLIENT REVIEW</td> <td>10-21-2016</td> </tr> <tr> <td>01</td> <td>ISSUED FOR CLIENT REVIEW</td> <td>08-28-2016</td> </tr> <tr> <td>00</td> <td>DESCRIPTION</td> <td>DATE</td> </tr> </tbody> </table>		NO.	DESCRIPTION	DATE	04	SITE ENTRY GATEWAY RE-CONFIGURATION	02-03-2018	02	ISSUED FOR SITE PLAN APPROVAL	11-29-2017	03	ISSUED FOR CLIENT REVIEW	10-21-2016	01	ISSUED FOR CLIENT REVIEW	08-28-2016	00	DESCRIPTION	DATE	<p>INTERNAL INFO</p> <p>MM-DD-YY</p> <p>ARCHITECTURE</p> <p>PROJECT ID: ROA16-021 DRAWN BY: J. GUELLETTE REVIEWED BY: M. RAPOSO DATE: 11-28-2017 SCALE: AS NOTED</p>		<p>DATEPLOT 2/16</p>	
NO.	DESCRIPTION	DATE																																					
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KINGSVILLE PICTURESQUE ROA16-021

AS101

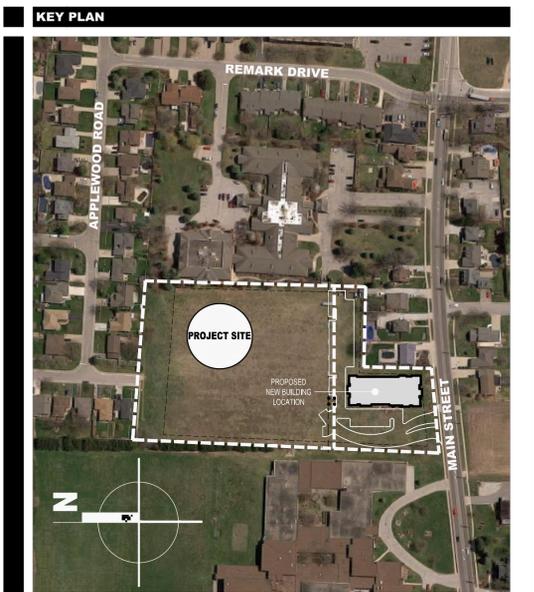
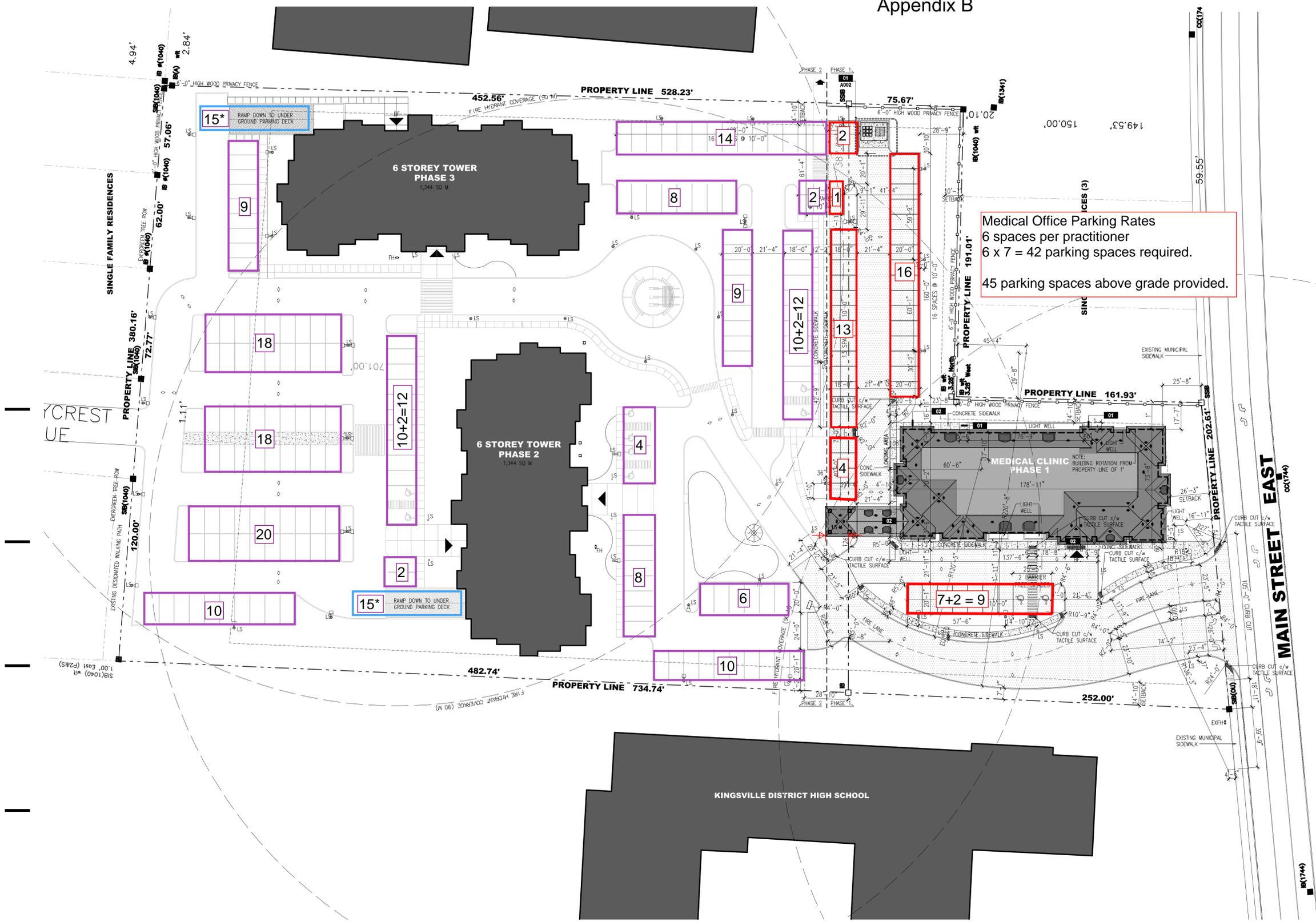
Schedule "B"
Lighting Plan



<p>FOR INFORMATIONAL PURPOSES ONLY AND NOT TO BE USED FOR CONSTRUCTION. ALL DIMENSIONS AND LOCATIONS ARE APPROXIMATE. THE CLIENT SHALL VERIFY ALL DIMENSIONS AND LOCATIONS BEFORE CONSTRUCTION. THE CLIENT SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS. THE CLIENT SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS. THE CLIENT SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS.</p>	<p>MINGVILLE PICTURESQUE 200 MAIN STREET MINGVILLE, ONTARIO</p> <p> <input type="checkbox"/> OWNER <input type="checkbox"/> DESIGNER <input type="checkbox"/> CONTRACTOR <input type="checkbox"/> DATE </p>	<p>SITE PLAN - LIGHTING CALCULATIONS OVERALL LEVELS</p>	 <p>Jilani and Asuncion Consulting Engineers</p> <p>1000 SHEPPARD AVENUE EAST, SUITE 100 SCARBOROUGH, ONTARIO M1S 1T7 416-291-1111 www.ja-engineers.com</p> <p>JACC #17-058</p>	 <p>ROA studio 57 King Street West, Chatham ON N7M 1C7 519-227-2443 www.roastudio.com</p>	 <table border="1"> <tr> <td>NO.</td> <td>DESCRIPTION</td> <td>DATE</td> <td>BY</td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </table>	NO.	DESCRIPTION	DATE	BY													<p>ELECTRICAL</p> <p>PROJECT ID: ROA 19401 DRAWN BY: JILANI, JILANI REVIEWED BY: MULLINEAUX DATE: 2023.07.11 SCALE: AS NOTED</p>
NO.	DESCRIPTION	DATE	BY																			

ROA19-001 MINGVILLE PICTURESQUE
SPE102

APPENDIX B
Parking Counts – AS101



CONSTRUCTION NOTES

- SUPPLY AND INSTALL PRE-CAST CONCRETE STAIR AND LANDING AT DOOR. CONFIRM HEIGHT WITH FINISHED GRADE. PROVIDE PRE-FINISHED METAL GUARD RAIL AND HANDRAIL TO CONFORM WITH ALL OBC REQUIREMENTS. CLEARANCE BETWEEN RAILS IS TO BE 3'-4" MIN.
- PROVIDE CONCRETE FROST SLAB IN THIS LOCATION. REFER TO WALL SECTIONS FOR DETAILS.

Site Plan markup information by:
Dillon Consulting Limited

Residential Tower Phase 2 - 60 units
75 Parking Spaces Required
Residential Tower Phase 3 - 60 units
75 Parking Spaces Required

(1.25 parking spaces per unit)

75 + 75 = 150

Residential Parking Required:
150 spaces.

Residential:
162 parking spaces above grade provided.

*Estimated:
30 parking spaces below grade provided.

Total Residential Parking Spaces Provided:
192

Total Site Parking Provided:
237

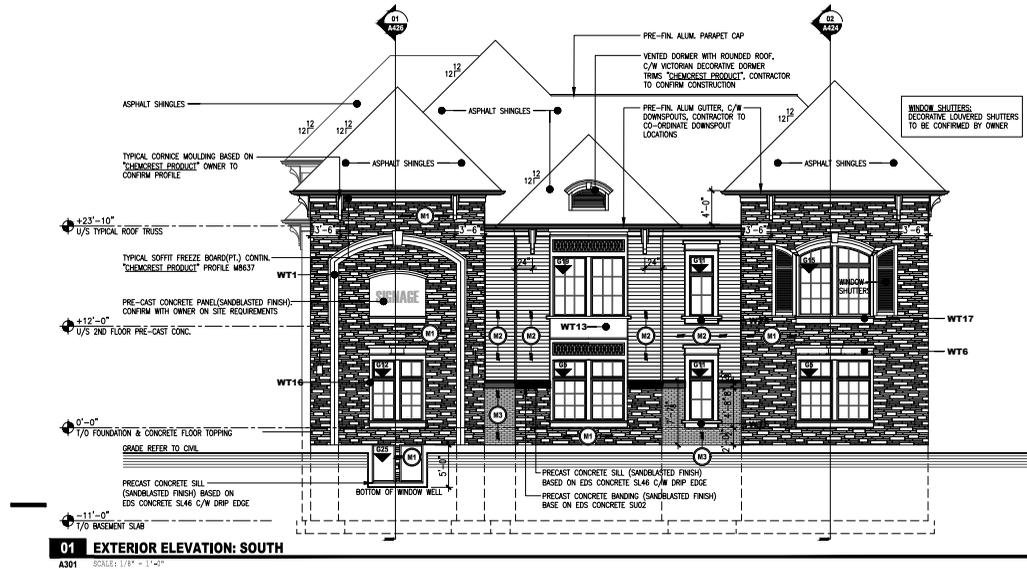
01 ARCHITECTURAL SITE PLAN LAYOUT - PHASE 1

AS101 SCALE: 1/32" = 1'-0"

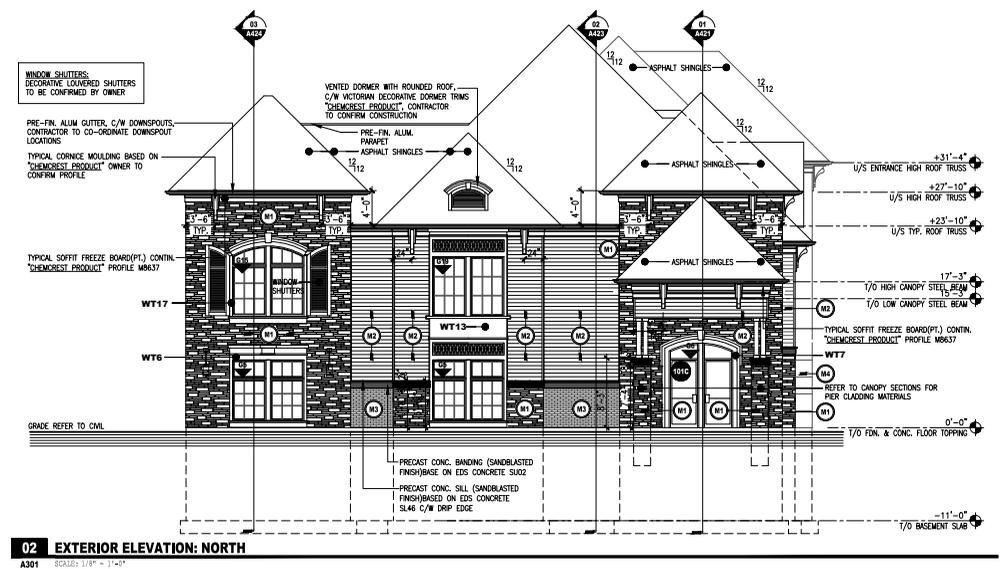
NOTES	PROJECT IDENTIFICATION	DRAWING IDENTIFICATION	ORIENTATION	SUB-CONSULTANT	PRIME CONSULTANT	DISCIPLINE SEAL	DRAWING SUBMISSION(S)	INTERNAL INFO	COPYRIGHT 2019									
<p>THE CONTRACTOR SHALL CHECK AND VERIFY ALL DIMENSIONS AND REPORT ANY ERRORS OR OMISSIONS TO THE ARCHITECT PRIOR TO COMMENCING OR PROCEEDING WITH ANY WORK ON THIS PROJECT. ALL DRAWINGS AND SPECIFICATIONS ARE THE PROPERTY OF THE ARCHITECT. THESE DRAWINGS AND SPECIFICATIONS ARE DESIGNED FOR THE CLIENT AND THE PROPERTY INDICATED ON THESE DRAWINGS ONLY AND SHALL NOT BE CONSTRUCTED FOR ANY OTHER CLIENT OR ANY OTHER PROPERTY. DO NOT SCALE DRAWINGS.</p>	<p>200 MAIN MEDICAL 200 MAIN STREET KINGVILLE, ONTARIO</p>	<p>ARCHITECTURAL SITE PLAN</p>			 67 KING STREET WEST, CHATHAM ON N7M 1C7 TEL . 519.397.0943 EMAIL . email@roastudio.com		<table border="1"> <tr> <td>2.</td> <td>ISSUED FOR CONSTRUCTION</td> <td>04-23-2019</td> </tr> <tr> <td>1.</td> <td>ISSUED FOR BUILDING PERMIT</td> <td>04-02-2019</td> </tr> <tr> <td>NO.</td> <td>DESCRIPTION</td> <td>DATE</td> </tr> </table>	2.	ISSUED FOR CONSTRUCTION	04-23-2019	1.	ISSUED FOR BUILDING PERMIT	04-02-2019	NO.	DESCRIPTION	DATE	<p>ARCHITECTURE</p> <p>PROJECT ID: ROA17-021 DRAWN BY: B.MARSCHNER REVIEWED BY: M.RAPOSO DATE: 03.07.2019 SCALE: AS NOTED</p>	<p>AS101</p>
2.	ISSUED FOR CONSTRUCTION	04-23-2019																
1.	ISSUED FOR BUILDING PERMIT	04-02-2019																
NO.	DESCRIPTION	DATE																

APPENDIX C
Exterior Elevations – A301 and A302

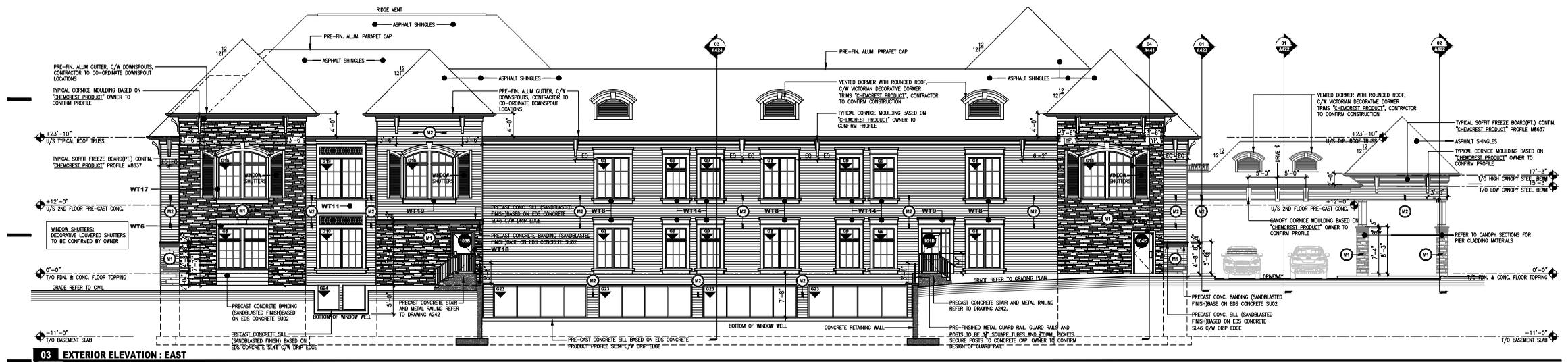
Appendix D



01 EXTERIOR ELEVATION: SOUTH
A301 SCALE: 1/8" = 1'-0"



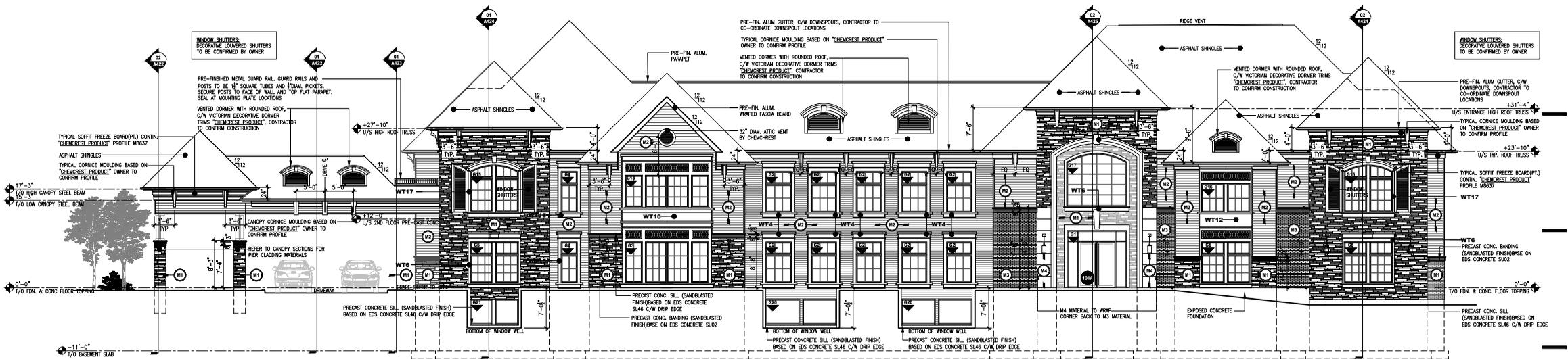
02 EXTERIOR ELEVATION: NORTH
A301 SCALE: 1/8" = 1'-0"



03 EXTERIOR ELEVATION: EAST
A301 SCALE: 1/8" = 1'-0"

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ROA17-021 200 MAIN MEDICAL



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1	ISSUED FOR PERMIT	04.03.2019																
NO.	DESCRIPTION	DATE																