



Hamilton

COMMITTEE OF ADJUSTMENT

City Hall, 5th floor, 71 Main Street West, Hamilton, ON L8P 4Y5
Telephone (905) 546-2424, ext. 4221, 3935 Fax (905) 546-4202
E-mail: cofa@hamilton.ca

NOTICE OF PUBLIC HEARING **Minor Variance**

You are receiving this notice because you are either:

- Assessed owner of a property located within 60 metres of the subject property
 - Applicant/agent on file, or
 - Person likely to be interested in this application
-

APPLICATION NO.: HM/A-20:150

APPLICANTS: DPAI Architecture Inc. c/o David Premi on behalf of the owner
Mad Push Inc. c/o Kirsten Hughes

SUBJECT PROPERTY: Municipal address **109 & 111 Charles St., Hamilton**

ZONING BY-LAW: Zoning By-law 6593, as Amended by By-laws 91-176, 92-036
& 92-272

ZONING: "E-3/S-1239 and S-1239a and S-1288" (High Density Multiple
Dwellings) district

PROPOSAL: To permit the establishment of a professional office within the entire
building, notwithstanding that:

1. A minimum front yard depth of 3.0m shall be permitted for the existing building instead of the minimum 3.8m front yard depth required.
2. A minimum northerly side yard width of 0.0m shall be permitted for the existing building instead of the minimum 3.0m side yard width required.
3. A minimum landscaped area of 30.0% of the lot shall be maintained as landscaped area whereas the zoning By-law requires a minimum of 40.0% landscaped area and at least 40% of said landscaped area shall be in one space having a least dimension of 6.0m and in other than the front yard.

Notes:

No elevation plans were provided to confirm the height of the building. The applicant shall ensure that the variances requested are correct; otherwise, further variances will be required.

Based on the gross floor area of the building being 363.4m² (excluding the cellar) no parking and no loading is required for the proposed commercial use.

The applicant shall ensure that the lots are merged in title or registered under identical ownership for the purpose of the proposal.

This application will be heard by the Committee as shown below:

DATE: Thursday, August 27th, 2020
TIME: 2:15 p.m.
PLACE: Via video link or call in (see attached sheet for details)
To be streamed at www.hamilton.ca/committeeofadjustment for viewing purposes only

PUBLIC INPUT

Written: If you would like to submit written comments to the Committee of Adjustment you may do so via email or hardcopy. Please see attached page for complete instructions, including deadlines for submitting to be seen by the Committee.


Orally: If you would like to speak to this item at the hearing you may do so via video link or by calling in. Please see attached page for complete instructions, including deadlines for registering to participate.

MORE INFORMATION

For more information on this matter, including access to drawings illustrating this request:

- Visit www.hamilton.ca/committeeofadjustment
- Call 905-546-CITY (2489) or 905-546-2424 extension 4221, 4130, or 3935
- Email Committee of Adjustment staff at cofa@hamilton.ca

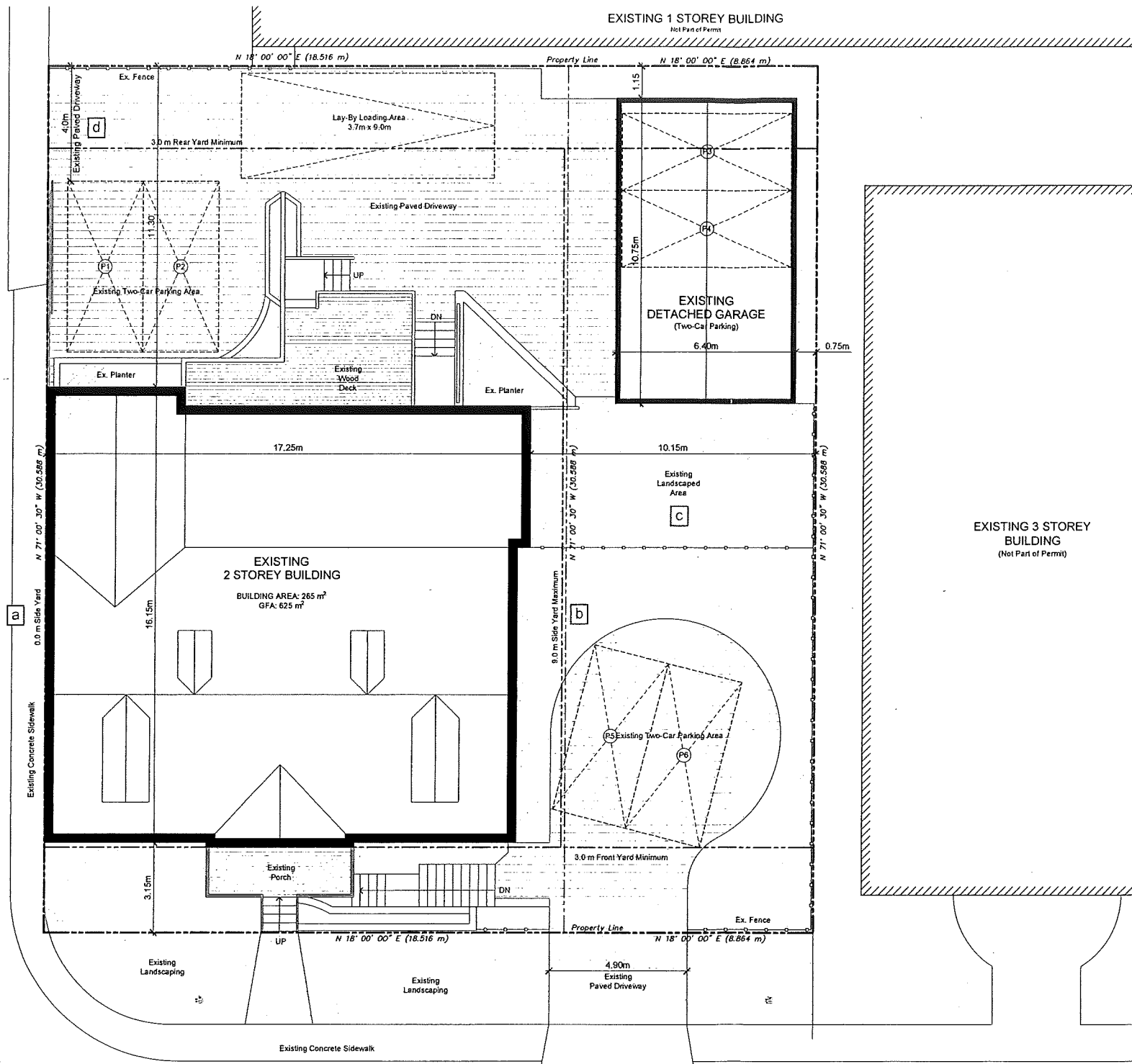
DATED: August 11th, 2020.



Jamila Sheffield,
Secretary-Treasurer
Committee of Adjustment

Information respecting this application is being collected under the authority of the Planning Act, R.S.O., 1990, c. P. 13. All comments and opinions submitted to the City of Hamilton on this matter, including the name, address, and contact information of persons submitting comments and/or opinions, will become part of the public record and will be made available to the Applicant and the general public.

HURST PLACE



CHARLES STREET

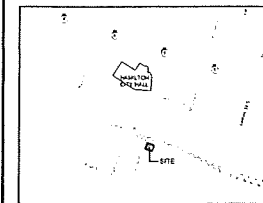
EXISTING 1 STOREY BUILDING
Not Part of Permit

EXISTING
DETACHED GARAGE
(Two-Car Parking)

EXISTING 3 STOREY
BUILDING
(Not Part of Permit)

EXISTING
2 STOREY BUILDING
BUILDING AREA: 265 m²
GFA: 625 m²

LOCATION PLAN



DESCRIPTION OF PROPERTY

109-111 & 113 CHARLES STREET, HAMILTON

SITE PLAN INFORMATION

ZONING (As per by-law 6563)	E-3 HIGH DENSITY MULTIPLE DWELLINGS S-1239, S-1235A & S-1266	
NET LOT AREA	637.50 m ²	
BUILDING COVERAGE	265.20 m ²	
GROSS FLOOR AREA	625.00 m ² (Existing)	
SETBACKS		
FRONT YARD	0.60m (CALC)	3.00 m
	3.00m (MINIMUM)	
	0.75m (CALC)	
	3.00m (MINIMUM)	
SIDE YARD	9.00m (MAXIMUM)	10.15 m
	8.50m (CALC)	
	3.00m (MINIMUM)	
EXTERIOR SIDE YARD	7.50m (MAXIMUM)	0.00 m
	0.70m (CALC)	
	3.00m (MINIMUM)	
REAR YARD	13.50m (MAXIMUM)	10.15 m

LANDSCAPE AREA	40% of Lot Area 25.50 m ²	30% (252.20 m ²)
BUILDING HEIGHT	26.0 m	5.20 m

PARKING REQUIREMENTS

REQUIRED PARKING FOR 175m ²	8 SPACES
TOTAL PARKING PROVIDED (EXISTING)	8 SPACES

LOADING SPACE REQUIREMENTS

REQUIRED LOADING SPACE FOR 625m ²	1 SPACE
TOTAL LOADING SPACES PROVIDED (EXISTING)	1 SPACE

SITE PLAN LEGEND

- Denotes Existing Building
- Denotes Existing Paved Surface
- Denotes Existing Landscaped Area
- Denotes Building Main Entrance
- Denotes Existing Wrought Iron Fence
- Denotes Existing Light Standard
- Denotes Existing parking Space (2.7m Wide x 6.0 m Long)

LIST OF MINOR VARIANCES

- MINOR VARIANCE FOR EXISTING NON-COMPLIANT SIDE YARD (FACING STREET) REQUIREMENT.
- MINOR VARIANCE FOR EXISTING NON-COMPLIANT SIDE YARD (INTERIOR) REQUIREMENT.
- MINOR VARIANCE FOR EXISTING NON-COMPLIANT LANDSCAPE AREA REQUIREMENT.
- MINOR VARIANCE FOR EXISTING NON-COMPLIANT MANOUEVERING SPACE REQUIREMENT.



Hughes and Bale
Law Office
Charles St. Renovation

109-111 Charles Street
Hamilton, Ontario, L8P 3E4, Canada



905-622-0920
info@cpai.ca
25 main st w, suite 1800
hamilton, ON L8P 1H1

Drawings are not to be scaled

Contractor must verify all dimensions on the job and report any discrepancy to architect before proceeding with the work.

All drawings and specifications are the property of the architect and must be returned at the completion of the work.

This drawing is not to be used for construction until countersigned
Date

Seal



01 Issued for Minor Variance 2020-07-23
No. Issue/Revision YYY-MM-DD

Drawing Title:

Site Plan
(Existing)

SCHEDULE A

Issue Date: 2020-07-23

Drawn by: SF / YDS Checked by: PC

Project No.: 11026 Scale: 1:200



Drawing No.

A0.01



Hamilton

Planning and Economic Development Department
Planning Division

Committee of Adjustment

City Hall
5th floor 71 Main Street West
Hamilton, Ontario L8P 4Y5

Phone (905) 546-2424 ext.4221
Fax (905) 546-4202

**PLEASE FILL OUT THE FOLLOWING PAGES AND
RETURN TO THE CITY OF HAMILTON PLANNING
DEPARTMENT.**

20-179778

FOR OFFICE USE ONLY.

APPLICATION NO. Hm/A-20-150 DATE APPLICATION RECEIVED July 23/20

PAID _____ DATE APPLICATION DEEMED COMPLETE _____

SECRETARY'S
SIGNATURE _____

**CITY OF HAMILTON
COMMITTEE OF ADJUSTMENT
HAMILTON, ONTARIO**

The Planning Act

Application for Minor Variance or for Permission

The undersigned hereby applies to the Committee of Adjustment for the City of Hamilton under Section 45 of the *Planning Act*, R.S.O. 1990, Chapter P.13 for relief, as described in this application, from the Zoning By-law.

1.

2.

3.

4.

Note

5. Names and addresses of any mortgagees, holders of charges or other encumbrances:

RBC BUSINESS SERVICE CENTRE, 36 YORK MILLS ROAD, 4TH FLOOR

TORONTO, ONTARIO

Postal Code M2P 0A4

Postal Code _____

6. Nature and extent of relief applied for:

a) **MINOR VARIANCE FOR EXISTING NON-COMPLIANT SIDE YARD REQUIREMENT:**

THE SIDE YARD FACING A STREET (HURST PLACE) IS REQUIRED TO BE NOT LESS THAN 3.0m AND, IS NOT TO EXCEED 7.5m AS PER SECTION 11C OF BY-LAW 6593. EXISTING SIDE YARD IS 0.0m.

b) **MINOR VARIANCE FOR EXISTING NON-COMPLIANT SIDE YARD REQUIREMENT:**

INTERIOR SIDE YARD IS REQUIRED TO BE NOT LESS THAN 1.5m AND, IS NOT TO EXCEED 7.5m AS PER SECTION 11C OF BY-LAW 6593. EXISTING SIDE YARD IS 10.5m

c) **MINOR VARIANCE FOR EXISTING NON-COMPLIANT LANDSCAPE AREA REQUIREMENT:**

AT LEAST 40% OF THE AREA OF THE LOT IS REQUIRED TO BE LANDSCAPED AS PER SECTION 11C OF BY-LAW 6593. EXISTING LANDSCAPE AREA IS 30%.

d) **MINOR VARIANCE FOR EXISTING NON-COMPLIANT MANOUEVERING SPACE REQUIREMENT:**

MINIMUM WIDTH OF MANOUEVERING SPACE IS 6.0m AS PER SECTION 18A OF BY-LAW 6593. EXISTING MANOUEVERING SPACE IS 4.0m.

7. Why it is not possible to comply with the provisions of the By-law?

a) & b) **THIS IS AN ESTABLISHED SITE WITH AN EXISTING RESIDENTIAL BUILDING (BUILT CIRCA 1855).**

DUE TO THE ORIGINAL POSITION OF THE BUILDING, THE NOTED YARD REQUIREMENTS CANNOT BE MET.

c) & d) **THE MINIMUM LANDSCAPE AREA & MANOUEVERING SPACE REQUIREMENTS CANNOT BE ACCOMODATED AS THIS IS AN EXISTING SITE WITH AN ESTABLISHED LANDSCAPE AREA AND PARKING CONFIGURATION.**

8. Legal description of subject lands (registered plan number and lot number or other legal description and where applicable, street and street number):

109, 111, & 113 CHARLES STREET

9. PREVIOUS USE OF PROPERTY

Residential ☒ Industrial ☐ Commercial ☐

Agricultural ☐ Vacant ☐

Other

9.1 If Industrial or Commercial, specify use

9.2 Has the grading of the subject land been changed by adding earth or other material, i.e. has filling occurred?

Yes ☐ No ☒ Unknown ☐

9.3 Has a gas station been located on the subject land or adjacent lands at any time?

Yes ☐ No ☒ Unknown ☐

9.4 Has there been petroleum or other fuel stored on the subject land or adjacent lands?

Yes ☐ No ☒ Unknown ☐

9.5 Are there or have there ever been underground storage tanks or buried waste on the subject land or adjacent lands?

Yes ☐ No ☒ Unknown ☐

9.6 Have the lands or adjacent lands ever been used as an agricultural operation where cyanide products may have been used as pesticides and/or sewage sludge was applied to the lands?

Yes ☐ No ☒ Unknown ☐

9.7 Have the lands or adjacent lands ever been used as a weapon firing range?

Yes ☐ No ☒ Unknown ☐

9.8 Is the nearest boundary line of the application within 500 metres (1,640 feet) of the fill area of an operational/non-operational landfill or dump?

Yes ☐ No ☒ Unknown ☐

9.9 If there are existing or previously existing buildings, are there any building materials remaining on site which are potentially hazardous to public health (eg. asbestos, PCB's)?

Yes ☐ No ☒ Unknown ☐

9.10 Is there any reason to believe the subject land may have been contaminated by former uses on the site or adjacent sites?

Yes ☐ No ☒ Unknown ☐

9.11 What information did you use to determine the answers to 9.1 to 9.10 above?

PROPERTY HISTORY, HERITAGE REPORT & OWNER'S RECORDS.

9.12 If previous use of property is industrial or commercial or if YES to any of 9.2 to 9.10, a previous use inventory showing all former uses of the subject land, or if appropriate, the land adjacent to the subject land, is needed.

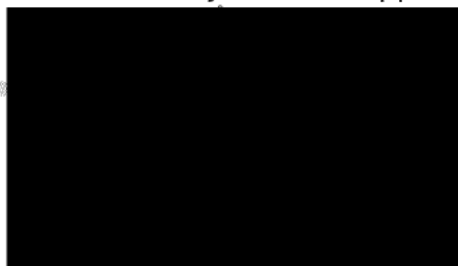
Is the previous use inventory attached? Yes ☐ No ☒

ACKNOWLEDGEMENT CLAUSE

I acknowledge that the City of Hamilton is not responsible for the identification and remediation of contamination on the property which is the subject of this Application – by reason of its approval to this Application.

Date

July 23, 2020



10. Dimensions of lands affected:

Frontage	<u>27.380 m</u>
Depth	<u>30.588 m</u>
Area	<u>837.527 m²</u>
Width of street	<u>9.00 m (CHARLES STREET) & 4.0m (HURST PLACE)</u>

11. Particulars of all buildings and structures on or proposed for the subject lands:
(Specify ground floor area, gross floor area, number of stories, width, length, height, etc.)

Existing: 2 STOREY + BASEMENT RESIDENTIAL BUILDING

FLOOR AREA : 266.200 m², GROSS FLOOR AREA: 625.000 m²

APPROXIMATE DIMENSIONS: 16.150 m W X 17.250 m L.

& DETACHED GARAGE APPROXIMATE DIMENSIONS: 10.750 m W X 6.400 m L.

Proposed: NONE (NO NEW STRUCTURES BEING PROPOSED).

12. Location of all buildings and structures on or proposed for the subject lands;
(Specify distance from side, rear and front lot lines)

2 STOREY + BASEMENT RESIDENTIAL BUILDING:

FRONT YARD: 3.00 m, REAR YARD: 11.30 m, EXT. SIDE YARD: 0.00 m, INT. SIDE YARD: 10.15 m

DETACHED GARAGE:

FRONT YARD: 18.70 m, REAR YARD: 1.15 m, EXT. SIDE YARD: 20.55 m, INT. SIDE YARD: 0.75 m

- Proposed: NONE (NO NEW STRUCTURES BEING PROPOSED).
13. Date of acquisition of subject lands:
JUNE 29TH, 2020
14. Date of construction of all buildings and structures on subject lands:
RESIDENTIAL BUILDING (BUILT CIRCA 1855)
15. Existing uses of the subject property: RESIDENTIAL
16. Existing uses of abutting properties: INSTITUTIONAL (EAST) & RESIDENTIAL (SOUTH)
17. Length of time the existing uses of the subject property have continued:
UNKNOWN
18. Municipal services available: (check the appropriate space or spaces)
 Water ✓ Connected ✓
 Sanitary Sewer ✓ Connected ✓
 Storm Sewers ✓
19. Present Official Plan/Secondary Plan provisions applying to the land:
20. Present Restricted Area By-law (Zoning By-law) provisions applying to the land:
E-3 / HIGH DENSITY MULTIPLE DWELLINGS BY-LAW 6593
S-1239, S1239a, S-1288
21. Has the owner previously applied for relief in respect of the subject property?
 Yes No ✓
 If the answer is yes, describe briefly.
22. Is the subject property the subject of a current application for consent under Section 53 of the *Planning Act*?
 Yes No ✓
23. The applicant shall attach to each copy of this application a plan showing the dimensions of the subject lands and of all abutting lands and showing the location, size and type of all buildings and structures on the subject and abutting lands, and where required by the Committee of Adjustment such plan shall be signed by an Ontario Land Surveyor.

NOTE: It is required that two copies of this application be filed with the secretary-treasurer of the Committee of Adjustment together with the maps

referred to in Section 5 and be accompanied by the appropriate fee in cash or by cheque made payable to the City of Hamilton.

City of Hamilton
100 King Street West
Hamilton, Ontario L8N 3Z5
Tel: 905.546.1200

This declaration to be sworn by a Commissioner of Oaths.

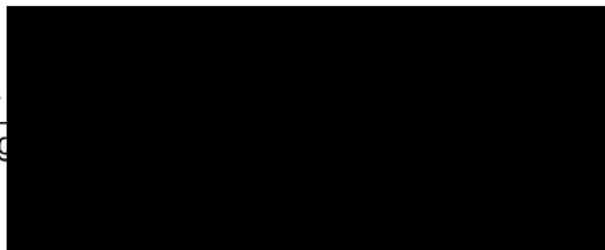
I, JOHN DOE (POOR), the Owner, hereby agree and acknowledge
(Print name of Owner)

that the information contained in this application and any documentation, including reports, studies and drawings, provided in support of the application, by myself, my agents, consultants and solicitors, constitutes public information and will become part of the public record. As such, and in accordance with the provisions of the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M.56, I hereby consent to the City of Hamilton making this application and its supporting documentation available to the general public, including copying and disclosing the application and its supporting documentation to any third party upon their request.

Date

July 23, 2020

Signature



PART 27 PERMISSION TO ENTER

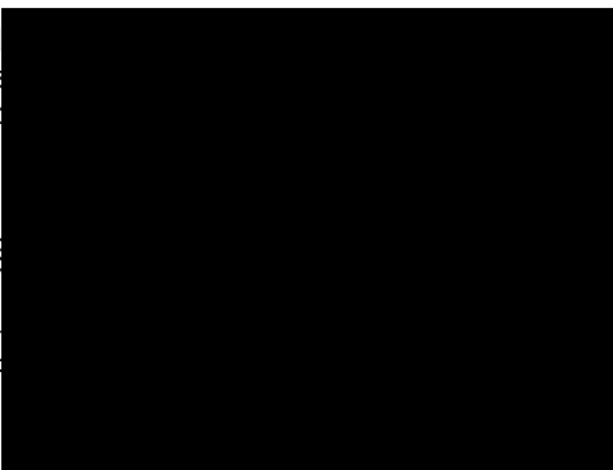
Date: July 23, 2020

Secretary/Treasurer
Committee of Adjustment
City of Hamilton,
City Hall

Dear Secretary/Treasurer;

Re: Application to Committee of Adjustment

Location of Land: 109-111 Charles St, Hamilton, ON
(Municipal address)

I, , Committee of Adjustment and members of the
above-noted property for the limited
application.

Note: The Committee of Adjustment requires that all properties be identified with the municipal address clearly visible from the street. Where there is no municipal address or the property is vacant then the property shall be identified in accordance with the Committee's policy included on the back of the Application Form. Failure to properly identify the subject property may result in the deferral of the application.

PART 28 COLLECTION OF INFORMATION

The personal information contained on this form is collected under the authority of the *Planning Act*, R.S.O. 1990, c. P.13, and will be used for the purpose of processing the application. This information will become part of the public record and will be made available to the general public. Questions about the collection of this information should be directed to the Coordinator of Business Facilitation, Planning and Economic Development Department, City of Hamilton, 1st floor, 71 Main Street West, City Hall, Hamilton, Ontario, Telephone: 905-546-2424, ext.1284.

CITY OF HAMILTON
COST ACKNOWLEDGEMENT AGREEMENT

This Agreement made this 23rd day of July, 2020.

BETWEEN:

Appl

hereinafter referred to as the "Developer"

-and-

City of Hamilton

hereinafter referred to as the "City"

WHEREAS the Developer represents that he/she is the registered owner of the lands described in Schedule "A" attached hereto, and which lands are hereinafter referred to as the "lands";

AND WHEREAS the Developer has filed for an application for a (circle applicable) consent/rezoning/official plan amendment/subdivision approval/minor variance.

AND WHEREAS it is a policy of the City that any City costs associated with an appeal to the Local Planning Appeal Tribunal, by a party other than the Developer, of an approval of a consent, rezoning, official plan amendment, plan of subdivision, and/or minor variance, such as, but not limited to, legal counsel costs, professional consultant costs and City staff costs, shall be paid by the Developer.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the sum of two dollars (\$2.00) now paid by the City to the Developer, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. In this Agreement:

(a) "application" means the application(s) for a (circle applicable) consent/rezoning/official plan amendment/subdivision approval or minor variance dated July 23 with respect to the lands described in Schedule "A" hereto. 2020

(b) "Expenses" means all expenses incurred by the City if the application is: (a) approved by the City; (b) appealed to the Local Planning Appeal Tribunal by a party other than the developer; and (c) the City appears before the Local Planning Appeal Tribunal or any other tribunal or Court in support of the application, including but not limited to: City staff time, City staff travel expenses and meals, City disbursements, legal counsel fees and disbursements and all consultant fees and disbursements including, without limiting the generality of the foregoing planning, engineering or other professional expenses

2. The City agrees to process the application and, where the application is approved by the City but appealed to the Local Planning Appeal Tribunal by a party other than the Developer, the Developer shall file an initial deposit, in the form of certified cheque or cash with the General Manager, Finance & Corporate Services within fifteen days of the date of the appeal of the application by a third party in the amount of 50% of the estimated expenses associated with the appeal as estimated by the City Solicitor in his sole discretion which shall be credited against the Expenses.

3. It is hereby acknowledged that if the deposit required pursuant to section 2 of this Agreement is not paid by the Developer the City shall have the option, at its sole discretion, of taking no further steps in supporting the Developer's application before the Local Planning Appeal Tribunal.

4. It is hereby acknowledged that all expenses shall be paid for by the Developer. The Developer shall reimburse the City for all expenses the City may be put to in respect of the application upon demand.
5. It is hereby acknowledged and agreed that all expenses shall be payable by the Developer whether or not the Developer is successful before the Local Planning Appeal Tribunal or any other tribunal or Court in obtaining approval for their application.
6. The City shall provide the Developer with copies of all invoices of external legal counsel or consultants included in the expenses claimed by the City.
7. The City shall provide the Developer with an accounting of all staff costs and City disbursements included in the expenses claimed by the City.
8. The City may, at any time, draw upon the funds deposited in accordance with sections 2 and 9 of this Agreement to satisfy expenses incurred pursuant to the appeal of the application.
9. In the event that the amount deposited pursuant to section 2 of this Agreement is reduced to less than 10% of the initial deposit, the City may halt all work in respect of the appeal of the application until the Developer deposits with the City a sum sufficient to increase the deposit to an amount which is equal to 100% of the expenses estimated pursuant to paragraph 2 of this Agreement and still to be incurred by the City.
10. Within 60 days of: (a) a decision being rendered in respect of the appeal or any legal proceedings resulting from the decision, whichever is later; or (b) the termination of all legal proceedings in respect of the application, the City shall prepare and submit a final account to the Developer. If there are any deposit funds remaining with the City they shall be applied against the account. Any amount owing in respect of the final account in excess of deposit funds shall be paid by the Developer within 30 days of the date of the final account. If any deposit funds are remaining after the final account has been paid they shall be returned to the developer within 30 days of the date of the final account.
11. This Agreement shall not be construed as acceptance of the application and nothing herein shall require or be deemed to require the City to approve the application.
12. This Agreement shall not stand in lieu of or prejudice the rights of the City to require such further and other agreements in respect of the application that the City may deem necessary.
13. Every term, covenant, obligation and condition in this Agreement ensures to the benefit of and is binding upon the parties hereto and their respective heirs, executors, administrators, successors, trustees and assigns.
14. When the context so requires or permits, the singular number is to be read as if the plural were expressed, and the masculine gender as if the feminine, as the case may be, were expressed; and,
15. This Agreement and the schedules hereto constitute the entire agreement between the parties in respect of the subject matter contained herein and is not subject to, or in addition to, any other agreements, warranties or understandings, whether written, oral or implied. This Agreement may not be modified or amended except by instrument in writing signed by the Developer and the City, and,
16. The waiver or acquiescence by the City of any default by the Developer under any obligation to comply with this Agreement shall not be deemed to be a waiver of that obligation or any subsequent or other default under this Agreement.

17. The Developer covenants and agrees to be bound by the terms and conditions of this Agreement and not to seek a release from the provisions thereof until such time as the Developer's obligations hereunder have been assumed by its successor, assignee or transferee by way of written agreement in the form set out in Schedule "B" to this Agreement.

IN WITNESS WHEREOF the parties hereto have set their corporate seals under the hands of their duly authorized officers.

DATED at Hamilton this 23rd day of July, 20 20



corporation.

WITNESS

Per:

I have authority to bind the corporation

DATED at Hamilton, Ontario this ____ day of _____, 20____.

City of Hamilton

Per: _____

Mayor

Per: _____

Clerk

Schedule "A"
Description of Lands

REFER TO ENCLOSED SKETCH.

SCHEDULE "B"
FORM OF ASSUMPTION AGREEMENT

THIS AGREEMENT dated the • 23rd day of • July 20 20

BETWEEN



(hereinafter called the "Owner")

OF THE FIRST PART

-and-

(hereinafter called the "Assignee")

-and-

OF THE SECOND PART

CITY OF HAMILTON
(hereinafter called the "Municipality")

OF THE THIRD PART

WHEREAS the owner and the Municipality entered into and executed a Cost Acknowledgement Agreement dated July 23, 2020.

AND WHEREAS Assignee has indicated that it will assume all of the Owner's duties, liabilities and responsibilities as set out in the Cost Acknowledgement Agreement.

AND WHEREAS Council for the Municipality has consented to releasing the Owner from its duties, liabilities and responsibilities under said Cost Acknowledgement Agreement subject to the Assignee accepting and assuming the Owner's duties, liabilities and responsibilities and subject to the Assignee the Owner and the Municipality entering into and executing an Assumption Agreement.

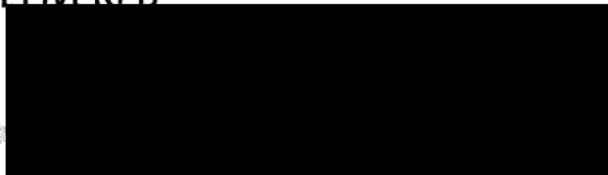
NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the mutual covenants hereinafter expressed and other good and valuable consideration, the parties hereto agree as follows.

1. The Assignee covenants and agrees to accept, assume and to carry out the Owner's duties, liabilities and responsibilities under the Cost Acknowledgement Agreement and in all respects to be bound under said Cost Acknowledgement Agreement as if the Assignee had been the original party to the agreement in place of the Owner.
2. The Municipality hereby releases the Owner from all claims and demands of any nature whatsoever against the Owner in respect of the Cost Acknowledgement Agreement. The Municipality hereby accepts the Assignee as a party to the Cost Acknowledge Agreement in substitution of the Owner, and agrees with the Assignee that the Assignee will be bound by all the terms and conditions of the Cost Acknowledgement Agreement as if the Assignee had been the original executing party in place of the Owner.
3. All of the terms, covenants, provisos and stipulations in the said Cost Acknowledgement Agreement are hereby confirmed in full force save and except

for such modifications as are necessary to make said clauses applicable to the Assignee.

IN WITNESS WHEREOF the Parties have hereunto affixed their corporate seals duly attested to by their proper signing officers in that behalf.

SIGNED, SEALED AND DELIVERED



Owner.
Title:
I have authority to bind the corporation

c/s

Assignee:
Title:
I have authority to bind the corporation

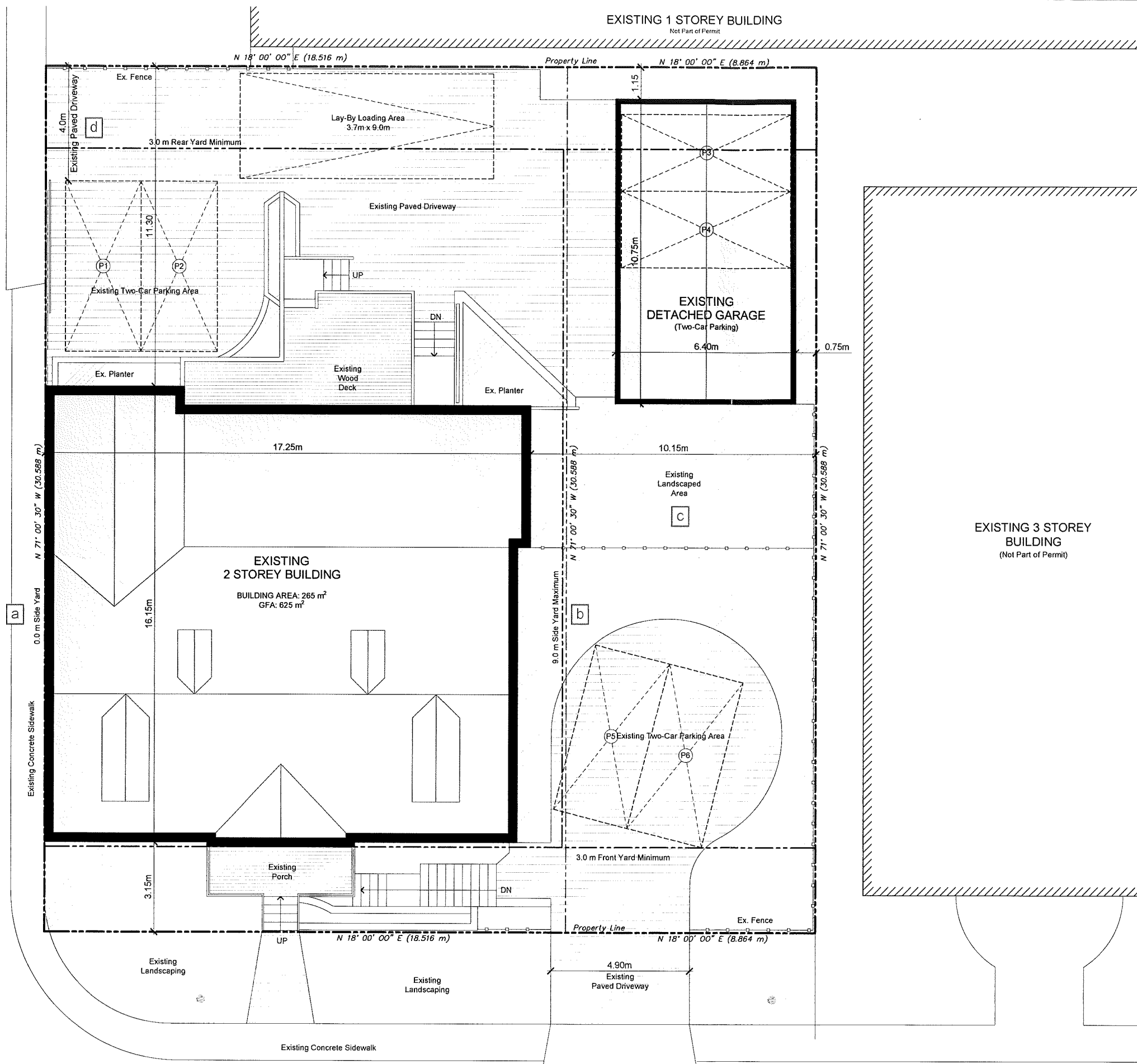
c/s

CITY OF HAMILTON

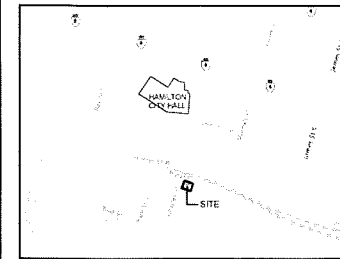
Mayor

Clerk

HURST PLACE



LOCATION PLAN



DESCRIPTION OF PROPERTY

109-111 & 113 CHARLES STREET, HAMILTON

SITE PLAN INFORMATION

ZONING (As per by-law 6593)	E-3 (HIGH DENSITY MULTIPLE DWELLINGS) S-1239, S-1239A & S-1288
NET LOT AREA	837.50 m ²
BUILDING COVERAGE	266.20 m ²
GROSS FLOOR AREA	625.00 m ² (Existing)
SETBACKS	
FRONT YARD	0.69m (CALC) 3.00m (MINIMUM) 3.00 m
SIDE YARD	0.75m (CALC) 3.00m (MINIMUM) 9.00m (MAXIMUM) 10.15 m
EXTERIOR SIDE YARD	6.50m (CALC) 3.00m (MINIMUM) 7.50m (MAXIMUM) 0.00 m
REAR YARD	0.70m (CALC) 3.00m (MINIMUM) 13.50m (MAXIMUM) 10.15 m

LANDSCAPE AREA	40% of Lot Area	30% (252.20 m ²)
BUILDING HEIGHT	26.0 m	5.20 m

PARKING REQUIREMENTS	
REQUIRED PARKING FOR 175m ²	6 SPACES
TOTAL PARKING PROVIDED (EXISTING)	6 SPACES

LOADING SPACE REQUIREMENTS	
REQUIRED LOADING SPACE FOR 625m ²	1 SPACE
TOTAL LOADING SPACES PROVIDED (EXISTING)	1 SPACE

SITE PLAN LEGEND

- Denotes Existing Building
- Denotes Existing Pavers Surface
- Denotes Existing Landscaped Area
- Denotes Building Main Entrance
- Denotes Existing Wrought Iron Fence
- Denotes Existing Light Standard
- Denotes Existing parking Space (2.7m Wide x 6.0 m Long)

LIST OF MINOR VARIANCES

- a MINOR VARIANCE FOR EXISTING NON-COMPLIANT SIDE YARD (FACING STREET) REQUIREMENT.
- b MINOR VARIANCE FOR EXISTING NON-COMPLIANT SIDE YARD (INTERIOR) REQUIREMENT.
- c MINOR VARIANCE FOR EXISTING NON-COMPLIANT LANDSCAPE AREA REQUIREMENT.
- d MINOR VARIANCE FOR EXISTING NON-COMPLIANT MANOUEVERING SPACE REQUIREMENT.



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Drawings are not to be scaled

Contractor must verify all dimensions on the job and report any discrepancy to architects before proceeding with the work

All drawings and specifications are the property of the architect and must be returned at the completion of the work.

This drawing is not to be used for construction until countersigned Date:

Seals



01	Issued for Minor Variance	2020-07-23
No.	Issues/Revisions	YYYY-MM-DD

Drawing Title:

Site Plan
(Existing)

SCHEDULE A

Issue Date: 2020-07-23

Drawn by: SF / YDS Checked by: PC

Project No: 11926 Scale: 1:200

Drawing No:

A0.01