



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.: AN/A-20:190

APPLICANTS: S. Mrmak & M. Vuckovich Mrmak

SUBJECT PROPERTY: Municipal address **156 Bookjans Dr., Ancaster**

ZONING BY-LAW: Zoning By-law 87-57, as Amended

ZONING: "R4-648" (Residential) district

PROPOSAL: To permit the construction of a new 3.5m² (1.4m x 2.5m) accessory building in the westerly side yard of the existing single detached dwelling notwithstanding that:

1. A side yard setback of 0.6m shall be provided instead of the minimum required 1.2m side yard setback.

NOTES:

i. Please be advised that a maximum building height of 4.5m is permitted for accessory buildings. Additionally, any eaves and gutters associated with the proposed accessory building may project a maximum of 30cm into the required side yard setback. Insufficient information has been provided in order to determine zoning compliance. Further variances may be required If compliance with these provisions cannot be achieved.

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

DATE: Thursday, October 22nd, 2020

TIME: 2:50 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: October 6th, 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.





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.**

20-182714

FOR OFFICE USE ONLY.	
APPLICATION NO. <u>AN/A-20:190</u>	DATE APPLICATION RECEIVED <u>Sept. 8/20</u>
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.



3. Name of Agent _____ Telephone No. _____
FAX NO. _____ E-mail address. _____
4. Address _____
_____ Postal Code _____

Note: Unless otherwise requested all communications will be sent to the agent, if any.



_____ Postal Code _____

6. Nature and extent of relief applied for:

The nature of the relief is to decrease the minimum side yard allowance from 1.2m to .60m or 23.6" for a detached accessory building [storage shed 54" x 96" (3.344sq.m.)]. The Town of Ancaster Zoning By-law 87-57, Section: 7.18 a) ii) states that accessory buildings excluding totally inground swimming pools shall not be located in minimum side yard. Section: 12.2 for Residential Zone 4 states that the minimum side yard is 1.2m.

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

The size of the proposed detached accessory building [storage shed 54" x 96" (3.344sq.m.)] is larger than the current By-law for a minimum side lot. In addition, the landscaping plans do not allow adequate space in the rear yard and placement of an accessory building (storage shed) in the east and west corners of the rear lot would impede water drainage to the swales surrounding the property.

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

Lot # 91, Plan number 62M-1186 Zone: R4-648

Address - 156 Bookjans Drive, Ancaster

9. PREVIOUS USE OF PROPERTY

Residential _____ Industrial _____ Commercial _____

Agricultural _____ Vacant x _____

Other _____

9.1 If Industrial or Commercial, specify use

N/A

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

Yes _____ No x _____ Unknown _____

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

Yes _____ No x _____ Unknown _____

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

Yes _____ No x _____ 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 x _____ 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 x _____ Unknown _____

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

Yes _____ No x _____ 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 x _____ 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?

Previous knowledge of the area prior to Losani Homes acquiring the land along with

knowledge received from the builder as I am the original owner.

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.

Sept 4, 2020

Date

10. Dimensions of lands affected:

Frontage 15.036m

Depth East property line: 34.007m, West property line: 32.440m

Area 498.4 sq.m

Width of street 20.00m (appendix A attachment)

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 single detached dwelling. Ground floor: 1353.9 sq.ft.

Total Home: 2497 sq.ft.

Width: 34 ft. Length: East wall: 45.9 ft. West wall: 32.9 ft.

Proposed: Existing home remains the same with 2497 sq.ft.

Detached accessory building (storage shed) 54" x 96" (1.372m x 2.438m or 3.344sq.m)

See attached documents

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

Existing: See attached site sketch: Rear lot lines: 414.5" - 434.2"

East side lot lines at the shortest distance is 75.7" and West side lot line at the shortest distance is 79.1". The front lot line at the shortest distance is 298.6"

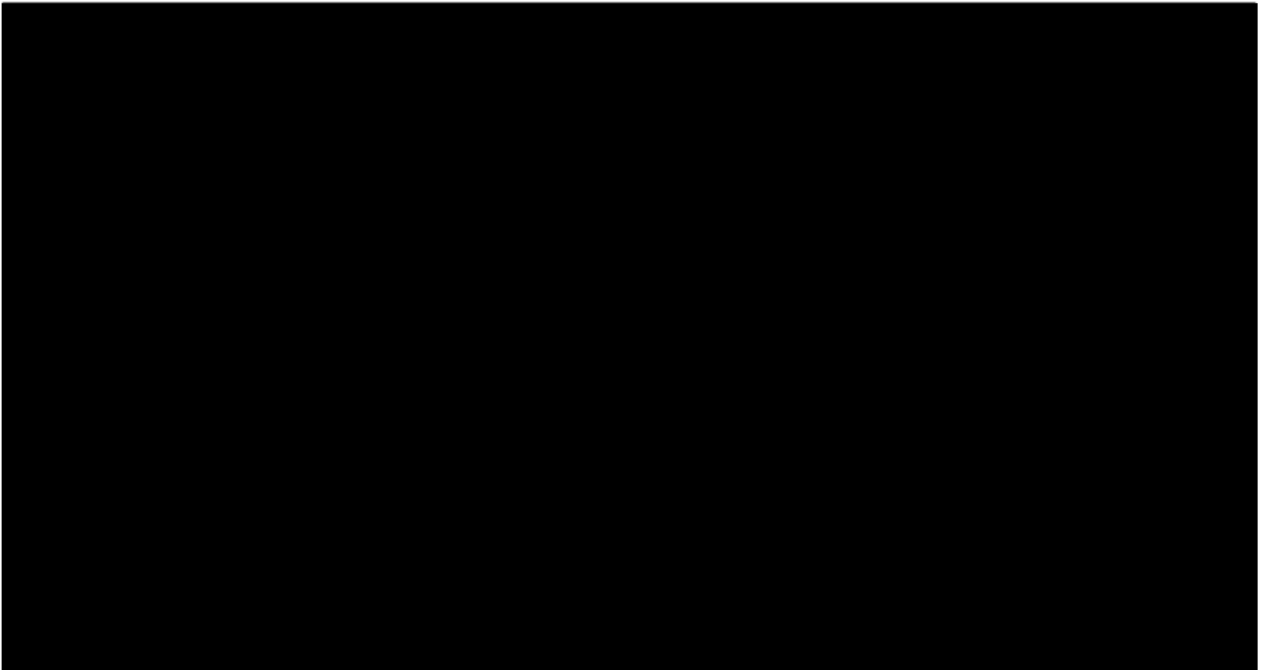
Proposed: Existing lot lines remain the same for the rear, front and side (east) lot lines
West property line will decrease to 24.9" (.632m) at the detached accessory building (proposed shed)
See attached site sketch for proposed detached accessory building.

13. Date of acquisition of subject lands:
Feb. 2014
14. Date of construction of all buildings and structures on subject lands:
Feb. 2014
15. Existing uses of the subject property: Residential - low density 1a)
16. Existing uses of abutting properties: Residential - low density 1a)
17. Length of time the existing uses of the subject property have continued:
6 years
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:
Official Plan: Urban Designation, Neighbourhood
Secondary Plan: Ancaster, Garner Neighbourhood, low-density residential 1a)
20. Present Restricted Area By-law (Zoning By-law) provisions applying to the land:
Town of Ancaster Zoning By-law 87-57, Section 7.18 a) ii) and Section 12.2
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.

PART 24 AFFIDAVIT OR SWORN DECLARATION



N/A

PART 25 OWNERS AUTHORIZATION

As of the date of this application, I (NAME) _____ am the registered Owner of the lands described in this application, and I have examined the contents of this application and hereby certify that the information submitted with the application is correct insofar as I have knowledge of these facts, and I hereby authorize:

_____ of _____
to act as my agent in this matter and to provide any of my personal information that will be included in this application or collected during the processing of the application.

DATE _____ SIGNED _____

PART 26 CONSENT OF THE OWNER

Complete the consent of the owner concerning personal information set out below.

Consent of Owner to the Disclosure of Application Information and Supporting Documentation

Application information is collected under the authority of the *Planning Act*, R.S.O. 1990, c. P.13. In accordance with that Act, it is the policy of the City of Hamilton to provide public access to all *Planning Act* applications and supporting documentation submitted to the City.



_____, 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.

Sept. 4, 2020

Date

PART 27 PERMISSION TO ENTER

Date: Sept. 4, 2020

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

Dear Secretary/Treasurer;

Re: Application to Committee of Adjustment

Location of Land: 156 Bookjans Dr. Ancaster, Ont. L9G 0E5
(Municipal address)

adjustment and members of the
noted property for the limited

Please print name

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 4 day of September, 2020.

BE



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 Sept. 4, 2020 with respect to the lands described in Schedule "A" hereto.

(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 rendering 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.



20 20 .

WITNESS

Per:

I have authority to bind the 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

Residential low-density (a)
R4-648 zone

SCHEDULE "B"
FORM OF ASSUMPTION AGREEMENT

THIS AGREEMENT dated the 4 day of September 2020.

BETWEEN



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 Sept. 4, 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 Acknowledgement 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



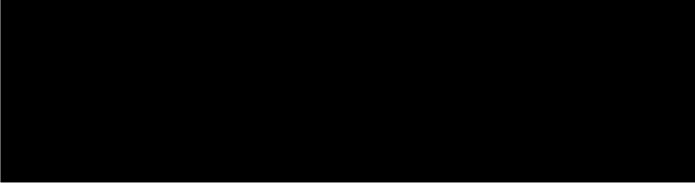
I have authority to bind the corporation

CITY OF HAMILTON

Mayor

Clerk

Type text here



Jamila Sheffield – Secretary Treasure
Committee of Adjustment
Planning and Economic Development Department
5th floor, 71 Main Street West
Hamilton, ON., L8P 4Y5

RE: Minor variance application for 156 Bookjans Dr., Ancaster (Plan number 62M-1186)

Dear Jamila Sheffield – Secretary Treasure:

In consultation with the Planning Division and direction from the Committee of Adjustment, it was deemed necessary to apply for a minor variance. Please accept this application for the minor variance with respect to a detached accessory building (storage shed). The Town of Ancaster Zoning By-law 87-57, Section 7.18 a) ii), and Section 12.2 states that accessory buildings excluding totally inground swimming pools shall not be located in minimum side yard as defined in residential zone 4 being 1.2m for a minimum side yard. The extent of the relief is to build a detached accessory building (storage shed) with the dimensions of 54" x 96" (1.372m x 2.438m or 3.344sq.m) on the west side yard with the minimum side yard being decreased from 1.2m (48") to .60m (23.6"). The actual detached accessory building will be 24.9" from the side yard.

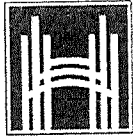
Please consider the follow information as supplementary material when considering this minor variance application. Firstly, the location for the detached accessory building is necessary for the side yard because of the planned landscaping that includes a concrete patio, walkways, pergola, and vegetation (trees) that limits space of a shed. Secondly, the east and west corner rear lot could pose drainage issues to the swales if an accessory building is constructed in that lower elevation location. Thirdly, there will be a fence surrounding the accessory building along with landscaping in the front yard, therefore limiting the view of the accessory building from the street. This is consistent and complies with the Urban Designation and Neighbourhood policy goals section 3.1 and 3.3.1 under the Urban Hamilton Official Plan. Lastly, minor variances in the area that are larger in nature have been approved in the past. For example, decisions on the east adjacent property (lot-92, 152 Bookjans Dr.) and rear yard adjacent property (lot-74, 139 Gregorio Ave.) have been granted for larger projects in scale and design.

Thank you for taking the time to consider this application and we look forward to the decision. The application consists of the following items:

- Fee of \$595
- (2) copies of the application including Cost Acknowledge Agreement and Schedule B
- (2) site surveys with proposed detached accessory building and (2) larger images of the site survey
- (2) site sketches that includes proposed detached accessory building with more detailed measurements
- (2) lot 91 survey that includes street width (Appendix A)
- (2) shed design with dimensions
- (2) lot grading approval notifications plus site and grading plan

Sincerely,





Hamilton

Mailing Address:
Hamilton City Hall
71 Main Street West
Hamilton, Ontario
Canada L8R 3K3
www.hamilton.ca

Planning and Economic Development Department
Physical Address: 71 Main Street West, 6th Floor
Phone: 905-546-2424 Ext.5339 Fax: 905-546-4202

October 05, 2015

FILE No.: S707-096

156 BOOKJANS DR.
ANCASTER, ON
L9G 0E5

Re: Lot Grading Approval Notification for Plan 62M-1186, Lot 91, (ANCASTER)

Dear Occupant:

Your lot was designed, inspected and certified to be in accordance with the development grading plans; ensuring that surface drainage is directed away from the building preventing ponding, flooding, foundation settlement/damage and neighbourhood complaints.

It is the Homeowner's continuing responsibility to maintain the grading of their property as approved by the City, particularly when landscaping, fencing, erecting sheds or altering your property grades along the side and rear lot lines where well defined swales are formed.

For your information, included with this letter please find the City of Hamilton Homeowner's Guide to Lot Grading and Drainage Brochure, a copy of the Lot Grading Certification letter for your lot and a copy of the as-built plot plan for your lot.

Should you have any questions regarding this matter you may contact our office at (905) 546-2424 Ext. 5339

Joyce Rogers
Construction Clerk

JUN 01 2015

**Growth Management
Construction**

May 29, 2015
File 13069

City of Hamilton
71 Main Street West
6th Floor
Hamilton, Ontario
L8P 4Y5

Attention: Mr. C. Ammendolia

Dear Mr. Ammendolia:

**RE: ANCASTER GLEN PHASE 1, REGISTERED PLAN 62M-1186
IN THE CITY OF HAMILTON**

Please be advised that we attended on site on May 14, 2015 and have found that the final grading on the following lot complies with the general intent of the approved grading plan and the drainage systems are operating satisfactorily. In addition, we wish to confirm that the curb stop is at grade and was found to be free from defect and/or damage.

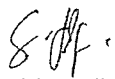
- Lot 91, 156 Bookjans Drive

We attach the 'as-built' grading plan for the above mentioned lot for your records.

If you have any questions, please do not hesitate to contact the undersigned.

Yours truly,

S. LLEWELLYN & ASSOCIATES LIMITED



S. Llewellyn, P.Eng.

cc: K. Topp, Losani Homes (1998) Ltd.

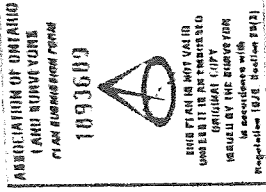
SHAWN YOUNG'S REAL PROPERTY REPORT

PART 1 PLAN 1186
LOT 91
PLAN 62M 1186
OF THE
CITY OF HAMILTON

SCALE 1:200 metres



N.A. McLAREN, O.L.S. 2013



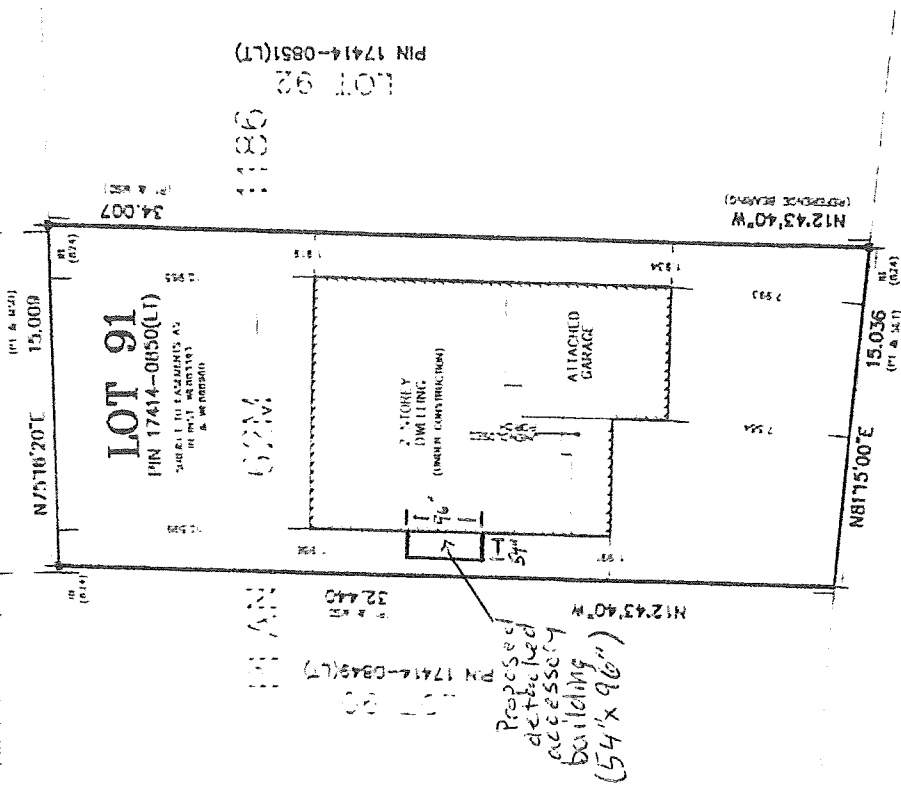
PART 2
THIS PLAN MUST BE READ IN
CONJUNCTION WITH SURVEY REPORT
DATED NOVEMBER 25, 2013

THIS PLAN WAS PREPARED FOR
LOZANE HOMES, LTD.

LOT 73
PIN 17414-0832(LT)

LOT 74
PIN 17414-0853(LT)
(M & M2)

LOT 75
PIN 17414-0854(LT)



BOOKJANS DRIVE
(ESTABLISHED BY PLAN 62M-1186)
PIN 17414-0901(LT)

BEARING NOTE

BEARINGS ARE USED AND ARE
RETURNED TO THE EASTLY LIMIT OF
LOT 91 AS SHOWN ON PLAN
62M-1186 AS BEING N12°43'40"W

METRIC NOTE

DISTANCES SHOWN ON THIS PLAN ARE
IN METRES AND CAN BE CONVERTED
TO FEET BY DIVIDING BY 0.3048

LEGEND:

1	LOT	BOUNDARY SET
2	2	WATERCOURSE
3	3	STANDARD OPEN ROAD
4	4	STANDARD OPEN ROAD
5	5	STANDARD OPEN ROAD
6	6	STANDARD OPEN ROAD
7	7	STANDARD OPEN ROAD
8	8	STANDARD OPEN ROAD
9	9	STANDARD OPEN ROAD
10	10	STANDARD OPEN ROAD

NOTE:
A.T.M. CONTROL POINTS 58 & 61
HAVE BEEN USED TO RE-ESTABLISH
THE BOUNDARIES OF LOT 91.

SURVEYOR'S CERTIFICATE:

I CERTIFY THAT
1. THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH
THE SURVEY ACT, THE SURVEYOR ACT AND THE REGULATIONS
THEREUNDER;
2. THE SURVEY WAS COMPLETED ON THE 9TH DAY OF OCTOBER, 2013.

NOVEMBER 25, 2013

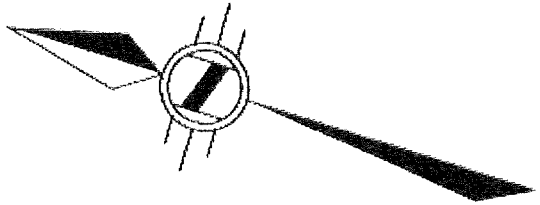
DATE

S.D. McLAREN, O.L.S.



A.T. McLaren Limited
LEGAL AND ENGINEERING SURVEYS
89 BURN STREET SOUTH, SUITE 200
HAMILTON, ONTARIO L8N 3K1
PHONE (905) 571-8550 FAX (905) 571-0032

Drawn At: Checked By: Scale: 1:200 Dwg No: 33022-017



LOT 75

PIN 17414-0834(LT)

LOT 74

PIN 17414-0833(LT)

LOT 73

PIN 17414-0832(LT)

N75°16'20"E 15.009

(P1 & MSD)

IB (824)

IB (824)

LOT 91
PIN 17414-0850(LT)

SUBJECT TO EASEMENTS AS
IN INST. WE883343
& WE888960

10.599

10.965

34.007
(P1 & MSD)

PLAN

62M

1100

LOT 90
PIN 17414-0849(LT)

32.440
(P1 & MSD)

LOT 92
PIN 17414-0851(LT)

1.986

1.919

2 STOREY
DWELLING
(UNDER CONSTRUCTION)

1.96"

5.4"

UNENCLOSED
PORCH

N12°43'40"W

N12°43'40"W
(REFERENCE BEARING)

N81°15'00"E

15.036
(P1 & SET)

IB (824)

2.993

2.584

1.934

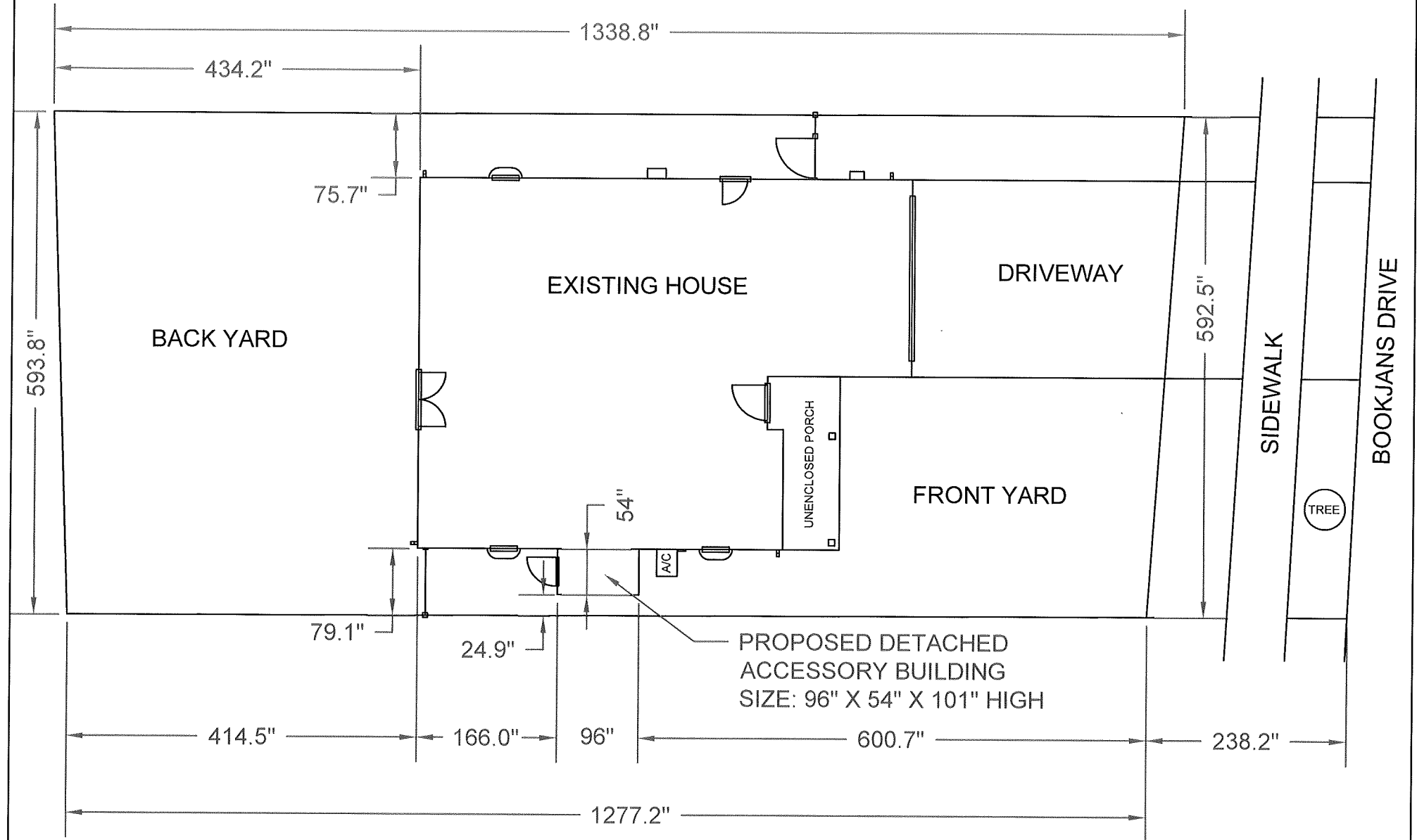
1.991

BOOKJANS DRIVE

(ESTABLISHED BY PLAN 62M-1186)

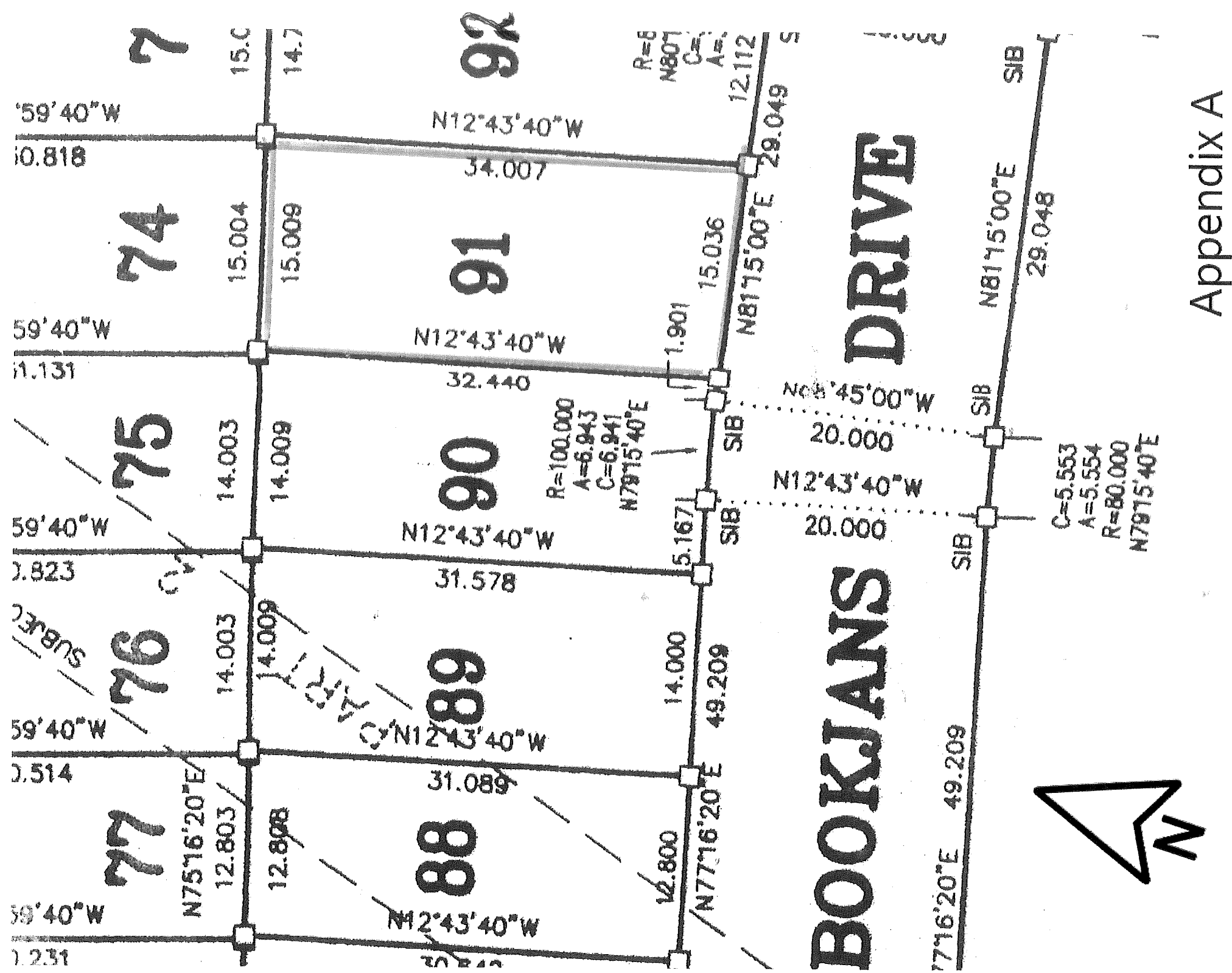
PIN 17414-0901(LT)

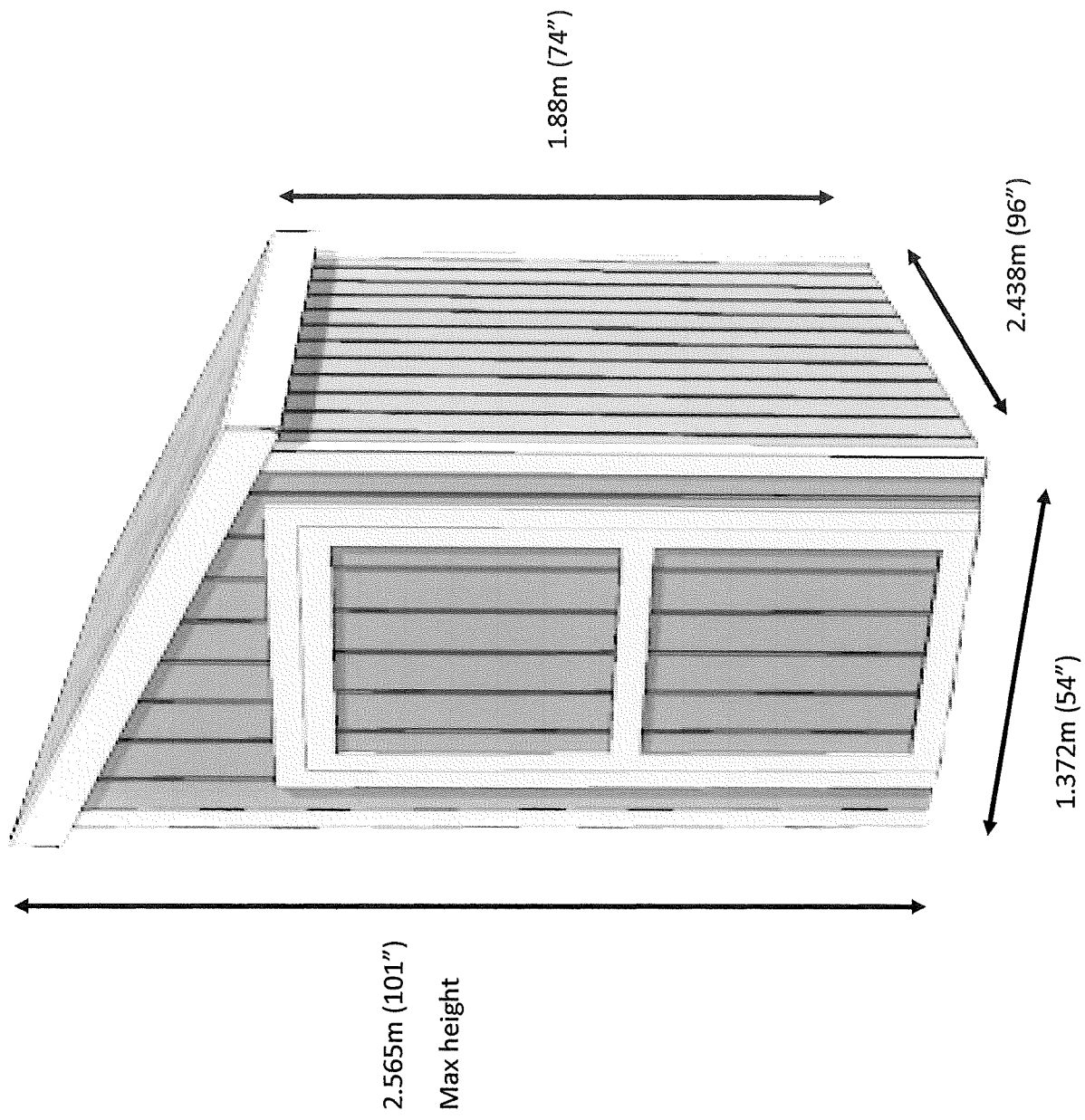
156 BOOKJANS DRIVE - ANCASTER
STEVE & MELISSA MRMAK



UNITS: INCHES

SCALE 1:160





Person 1:	Photo and PG/148	Scale 1:200	Draw No. 33872-01
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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.: AN/A-20:155

APPLICANTS: Nick Carrescia, owner

SUBJECT PROPERTY: Municipal address **148 John Frederick Dr., Ancaster**

ZONING BY-LAW: Zoning By-law 05-200, as Amended by By-law 16-244

ZONING: "I1" (Neighbourhood Institutional) district

PROPOSAL: To construct a swimming pool in the front yard of the existing semi-detached dwelling notwithstanding that:

1. The outdoor swimming pool is located in the required front yard at a distance of 1.2m from the front lot line and 1.0m from the northerly side lot line, instead of the requirement that the outdoor swimming pool may be located in any yard except the required front yard and shall be located a minimum of 1.25 metres from any lot line, measured from the water's edge to the lot line.

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

DATE: Thursday, October 22nd, 2020
TIME: 2:55 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: October 6th, 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.



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.**

FOR OFFICE USE ONLY.

APPLICATION NO. _____ DATE APPLICATION RECEIVED _____

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.

4. Address _____
_____ Postal Code _____

Note: Unless otherwise requested all communications will be sent to the agent, if any.

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

59 Wilson Street West, Ancaster, ON _____ Postal Code L9G 1N1

_____ Postal Code _____

Text

6. Nature and extent of relief applied for:
Pool and pool equipment location cannot meet requirements of By-law No. 05-200, s4.11
- pool and pool equipment to be located within front yard space
- pool cannot meet minimum setback of 1.25m from lot lines, as measured from the water's edge
Accessory building (storage shed) to be located within front yard space (By-law No. 05-200, s4.8.1)
7. Why it is not possible to comply with the provisions of the By-law?
Irregular, corner lot (triangular)

8. Legal description of subject lands (registered plan number and lot number or other legal description and where applicable, street and street number):
148 John Frederick Drive, Ancaster
PART BLOCK 4, Plan 62M-1226
being Part 61 on Plan 62R-20554
9. PREVIOUS USE OF PROPERTY
Residential _____ Industrial _____ Commercial _____
Agricultural _____ Vacant X
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 X Unknown _____
- 9.3 Has a gas station been located on the subject land or adjacent lands at any time?
Yes _____ No X Unknown _____
- 9.4 Has there been petroleum or other fuel stored on the subject land or adjacent lands?
Yes _____ No X 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 X 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 X Unknown _____
- 9.7 Have the lands or adjacent lands ever been used as a weapon firing range?
Yes _____ No X 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 X 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 X 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 X Unknown _____
- 9.11 What information did you use to determine the answers to 9.1 to 9.10 above?
I am the original purchaser of the dwelling and vacant land from Losani Homes (1998) Ltd. and
can confirm answers 9.1 to 9.10 are true to the best of my knowledge and as documented in the
land transfer/deed agreement.
- 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 X

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.

2020-07-31

Date

10. Dimensions of lands affected:

Frontage	<u>32.488 metres</u>
Depth	<u>22.939 metres</u>
Area	<u>432.7 sq. metres</u>
Width of street	<u>12 metres</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: Two-storey semi-detached dwelling, Tot. building coverage = 1425 sq.ft.,
Tot. floor area = 2251 sq.ft., 13.741m (width) x 10.211m (length)

Proposed: Fiberglass Pool "Claremont model by Latham Pools"
33' length x 14' width, depth @ 3'-6" (shallow) and 5'-4" (deep)

Storage Shed (triangular), approx 100 sq.ft, 4.3m width x 4.5m length x 9.0m height

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

Existing: Dwelling setbacks: 5.004m (minimum) from front lot line; 2.066m (minimum) from rear
lot line; 7.948m (minimum) from side lot line

Proposed: Pool Setbacks: 1.25m* (minimum) from front lot line; 1.0m* (minimum) from side lot line

*as measured to water's edge

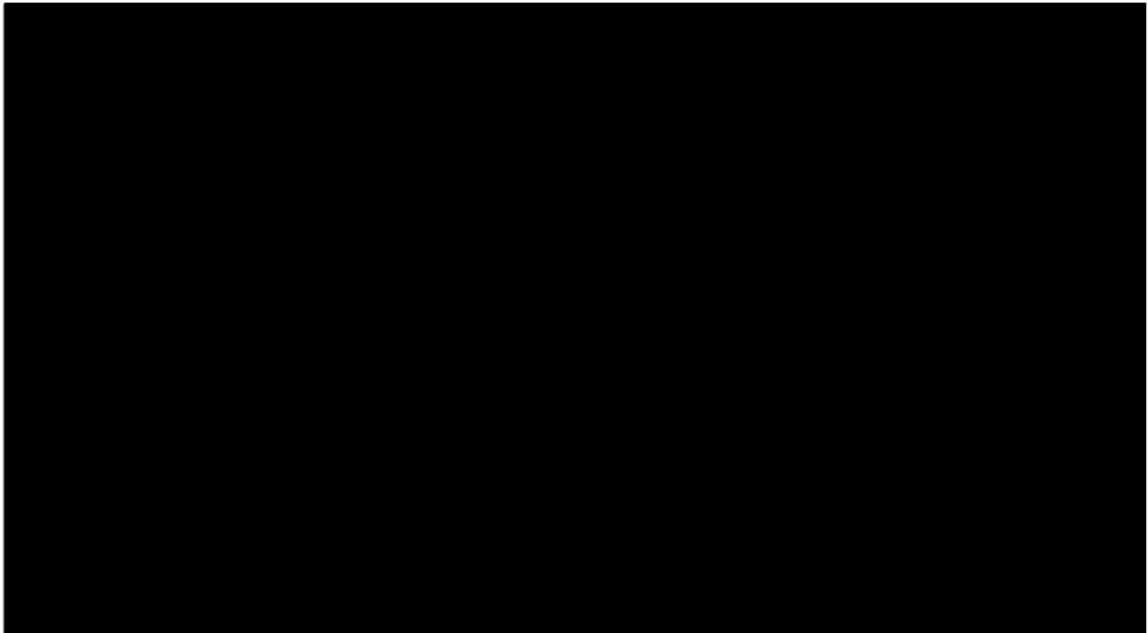
Storage Shed / Pool Equipment Pad: 0.6m from front lot line; 0.6m from side lot line

13. Date of acquisition of subject lands:
June 21, 2017
14. Date of construction of all buildings and structures on subject lands:
June 21, 2017
15. Existing uses of the subject property: Residential
16. Existing uses of abutting properties: Residential
17. Length of time the existing uses of the subject property have continued:
3 years
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:
Urban, Neighbourhood Institutional (I1)
20. Present Restricted Area By-law (Zoning By-law) provisions applying to the land:
05-200, 16-244
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.

PART 24 AFFIDAVIT OR SWORN DECLARATION



A Commissioner, etc.

PART 25 OWNERS AUTHORIZATION

As of the date of this application, I (NAME) _____ am the registered Owner of the lands described in this application, and I have examined the contents of this application and hereby certify that the information submitted with the application is correct insofar as I have knowledge of these facts, and I hereby authorize:

_____ of _____

to act as my agent in this matter and to provide any of my personal information that will be included in this application or collected during the processing of the application.

DATE _____ SIGNED _____

PART 26 CONSENT OF THE OWNER

Complete the consent of the owner concerning personal information set out below.

Consent of Owner to the Disclosure of Application Information and Supporting Documentation

Application information is collected under the authority of the *Planning Act*, R.S.O. 1990, _____ the policy of the City of Hamilton to provide _____ and supporting documentation submitted



the Owner, hereby agree and acknowledge

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.

2020-07-31

Date

PART 27 PERMISSION TO ENTER

Date: 2020-07-31

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

Dear Secretary/Treasurer;

Re: Application to Committee of Adjustment

Location of Land: 148 John Frederick Drive, Ancaster, ON L9G 0G5
(Municipal address)

I hereby authorize the members of the Committee of Adjustment and members of the staff of the City of Hamilton to enter on to the above-noted property for the limited

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 31ST day of JULY, 2020.

BETWEEN



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 2020-7-31 with respect to the lands described in Schedule "A" hereto.
- (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 rendering 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 _____ this _____ day of _____, 20 ____.

WITNESS

Per:

I have authority to bind the corporation.

WITNESS

Per:

I have authority to bind the corporation

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

City of Hamilton

Per: _____

Mayor

Per: _____

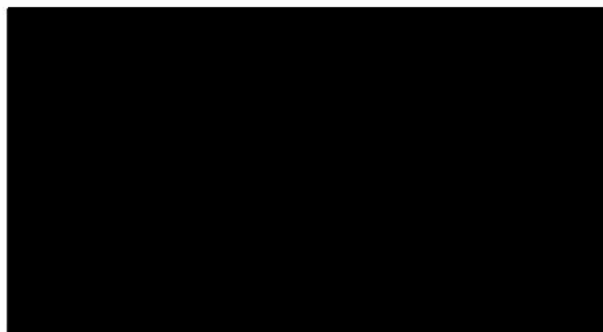
Clerk

Schedule "A"
Description of Lands

SCHEDULE "B"
FORM OF ASSUMPTION AGREEMENT

THIS AGREEMENT dated the 31ST day of July 2020.

BETWEEN



FIRST PART

-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 2020-07-31.

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.

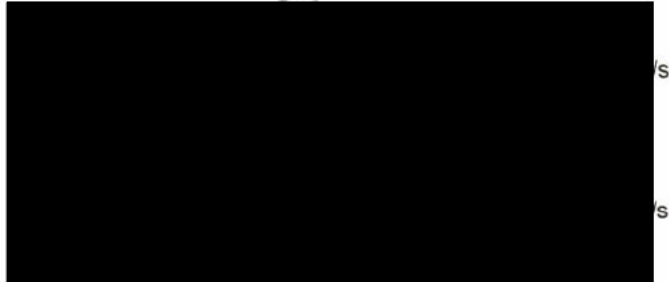
NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the mutual covenants hereinafter expressed and other good and valuable consideration, the parties hereto agree as follows.

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 Acknowledgement 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



I have authority to bind the corporation

CITY OF HAMILTON

Mayor

Clerk

SITE AND GRADING PLAN

OF PART OF

BLOCK 4

PLAN 62M-1226

IN THE

CITY OF HAMILTON

SCALE: 1:200 metres



S.D. McLaren, O.I.S. - 2016

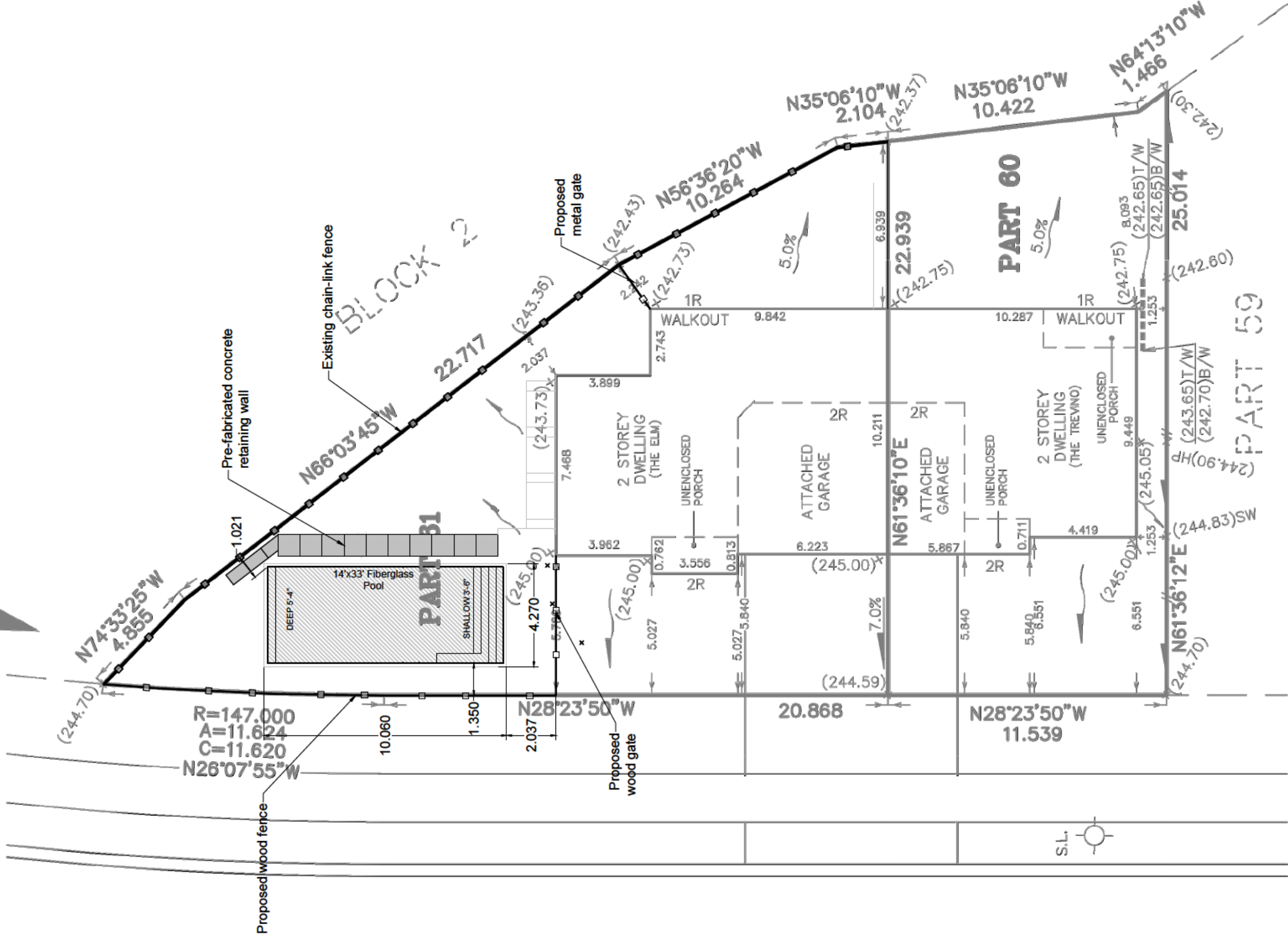
BENCH MARK:

TOWN OF ANCASTER BENCHMARK No. 75U135,
ROUSSEAU SCHOOL, ALONG McNIVENS SIDEROAD,
0.08km SOUTH OF MOHAWK ROAD, TABLET IN
WEST CONCRETE FOUNDATION, 4.66m FROM
NORTHEAST CORNER, 9cm BELOW BRICKWORK.
ELEVATION = 228.439m

METRIC NOTE

DISTANCES SHOWN ON THIS PLAN ARE IN
METRES AND CAN BE CONVERTED TO FEET BY
DIVIDING BY 0.3048

JOHN FREDERICK DRIVE



PROPOSED HOUSE ELEVATIONS:

GARAGE FLOOR = 245.00
TOP OF FOUNDATION = 245.25
FIRST FLOOR = 245.50
BASEMENT FLOOR = 242.93
U/S OF FOOTING = 242.70

LOT 59
LOT AREA = 273.0m²
LOT COVERAGE = 37.1%
LOT 60
LOT AREA = 432.7m²
LOT COVERAGE = 30.5%

LEGEND:

000.00 DENOTES EXISTING ELEVATION
(000.00) " " PROPOSED ELEVATION
" " DIRECTION OF FLOW
" " PROPOSED SWALE
" " RISER
" " REVISOR
" " DIMENSION

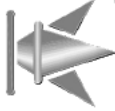
148 JOHN FREDERICK - POOL/RETAINING WALL

SITE PLAN

07/24/2020

N. CARRESCIA

SP1.01



A.T. McLaren Limited
LEGAL AND ENGINEERING SURVEYS

69 JOHN STREET SOUTH, SUITE 230
HAMILTON, ONTARIO, L8N 2B9
PHONE (905) 527-8559 FAX (905) 527-0032

Drawn PS Checked KB/SDM Scale 1:200 Dwg.No. 35105-60&61

TRENCH FOOTINGS I

