

TO:	CHAIR AND MEMBERS PLANNING AND ENVIRONMENT COMMITTEE
FROM:	D. N. STANLAKE DIRECTOR, DEVELOPMENT PLANNING
SUBJECT:	APPLICATION BY: B. MALLOY c/o KIRKNESS CONSULTING 7 HOLIDAY AVENUE PUBLIC PARTICIPATION MEETING ON FEBRUARY 6, 2012

RECOMMENDATION

That, on the recommendation of the Director, Development Planning, the following actions be taken with respect to the site plan approval application of B. Malloy c/o Kirkness Consulting relating to the property located at 7 Holiday Avenue:

- (a) On behalf of the Approval Authority, the Planning and Environment Committee **BE REQUESTED** to conduct a public meeting on the subject site plan application and **REPORT TO** the Approval Authority the issues, if any, raised at the public meeting with respect to the application for Site Plan approval;
- (b) Council **ADVISED** the Approval Authority of any issues they may have with respect to the Site Plan application and **ADVISE** the Approved Authority whether they support the Site Plan application for the conversion of the house to an office; and,
- (c) the applicant **BE ADVISED** that the Director, Development Finance has summarized the claims and revenues information as included in this report.

PREVIOUS REPORTS PERTINENT TO THIS MATTER
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SEPTEMBER 9, 2009 - Report to P.C. to rezone the lands

FEBRUARY 24, 2010 – Report to P.C. to amend the Official Plan and Amend the Zoning by-law for properties on Holiday Avenue, Greenfield Drive and Exeter Road

AUGUST 23, 2010 - Report to P.C. to take steps to improve drainage in the area.

PURPOSE AND EFFECT OF RECOMMENDED ACTION

RATIONALE

Based on a review of the applicable Official Plan policies, the Provincial Policy Statement, and Council resolution, approval of the submitted site plan, grading plan, and elevations are considered appropriate for the development of these lands subject to removal of the holding provisions. The proposal represents good land use planning and subject to the results of the public meeting, could be recommended for approval along with a standard Development Agreement.



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NOTIFICATION MAP 120m Radius Buffer

File Number: **SITE PLAN**
 Created By: **Mike Corby**
 Date: **2011-07-06**
 Scale: **1:2500**

LEGEND

- Subject Site
- Parks
- Assessment Parcels
- Buildings
- 123 Address Numbers



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BACKGROUND

In the fall of 2009, the property owner of 7 Holiday Avenue applied for a zoning amendment on the property to add the office conversion use to 7 Holiday Ave noting that 15 Holiday Avenue had been rezoned for this purpose in 2002.

In 2009, a report was submitted to P.C. regarding the rezoning and Council referred the matter back to staff to initiate a review of 7 Holiday Avenue and the surrounding properties.

On February 24, 2010, Official Plan Amendment & Zoning by-law amendments were submitted for 7, 15 and 21 Holiday Avenue to provide for office conversion.

On March 28, 2010, Municipal Council resolved that;

6. *That, notwithstanding the recommendation of the General Manager of Planning and Development, the application of The Corporation of the City of London relating to the properties located at 3-53 Holiday Avenue, 19-23 Greenfield Drive and 728-738 Exeter Road, and the application of Barry Malloy relating to the property located at 7 Holiday Avenue BE REFUSED for the following reasons:*

- *Drainage issues impacting neighbouring properties have not been adequately addressed;*
- *Traffic flow and safety issues have not been addressed;*
- *Adequate stormwater management and infrastructure to address overland water flow issues are not in place;*
- *Given the above-noted points, the application is premature; and*
- *The proposal does not represent good planning;*

It being pointed out that at the public participation meeting associated with this matter, the following individuals made an oral submission in connection therewith:

- *T. Halwa, representing B. Malloy, Applicant for 7 Holiday Avenue, on behalf of L. Kirkness, Kirkness Consulting Ltd. – noting that the application is in conformity with the Official Plan, that the site plan approval process with address issues surrounding stormwater management, that the applicant would not support a recommendation that could exacerbate existing issues relating to drainage and traffic, that the fence his client erected along the property boundary of 19 Greenfield Drive is of good quality but not entirely complete yet, and that should there be additional concerns with respect to this application they would request that the matter be referred back to staff rather than be refused.*
- *D. Roby, 3074 Westminster Drive – expressing opposition to the application as it will be precedent setting for the further commercialization of a long-standing residential community with pride of ownership, that the traffic issues in the area will be exacerbated by further development, that there is no proposed buffer zone or sound barrier to protect the privacy of neighbours, that the residential nature of the existing neighbourhood will not be retained, and that the entire application violates good planning practice.*
- *T. Sutton, 19 Greenfield Drive – expressing concern that as noted in the past at the Planning Committee, there are still drainage concerns from the subject site that impact this property and adjacent properties, that the privacy fencing which was to be erected along his property line is still incomplete, requesting clarification as to how the existing building can be configured to allow for both commercial and residential given its limited size, clarification as to how parking will be accommodated, requesting the property be left as residential only, and circulating a number of photographs of the subject site to illustrate his concerns.*

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- *T. Maywood, 20 Greenfield Drive – expressing concern that the subject properties create drainage issues on his adjacent property and requesting information as to when and where storm sewers will be constructed, given the significant drainage issues along Holiday Avenue; noting that the existing systems are not maintained and do not work adequately given the grade differences of properties; that office or commercial zoning of these properties will create pedestrian cut-through traffic as there are few fences in the neighbourhood separating existing residences and the subject properties; further noting that approval of this application will be precedent-setting and will be detrimental in the long term to this neighbourhood.*
- *C. Millar, 25 Greenfield Drive – noting she also lives adjacent to the subject properties and has concerns about the significant drainage issues from these properties, and requesting information as to when storm sewers will be installed; further noting that the creation of paved parking lots will create further drainage issues, and requesting consistency of zoning for the properties in the area. (2010-D11-05/09) (6/5/PC) (AS AMENDED)*

On March 30, 2010, the property owner's solicitor appealed Council's refusal.

In view of the ongoing drainage issues in the neighbourhood, the Director, Waste Water and Treatment brought a report forward to committee and received directions from Council on August 30, 2010.

8. *That, on the recommendation of the Director, Wastewater and Treatment, the Civic Administration BE REQUESTED to undertake improvement works to mitigate surface flooding impacts on private properties related to storm/drainage overland flow deficiencies in the Holiday Avenue/Greenfield Drive drainage area, as outlined in the report dated August 23, 2010 from the Director, Wastewater and Treatment. (2010-W10-02) (8/21/PC)*

On December 16, 2010, the OMB issued its decision and allowed the appeal in part and the Zoning By-Law was amended. Consequently the h-5, h-130R2-4/OC4 zones are in effect. The h-5 requires a site plan public meeting and the entering into the development agreement before the holding provision is removed.

The h-130 is not to be removed until adequate storm water management and infrastructure addressing overland water flows are in place, and a development agreement associated with a site plan is entered into which addresses drainage and storm water management issues plus joint access with #15 Holiday Avenue and prohibitions of vehicular left turns into and out of the lands known as #7 Holiday Avenue, all to the satisfaction of Municipal Council.

The h-5 cannot be removed until a public meeting has been held and the development agreement has been entered into.

In May 2011, the applicant filed for a minor variance to permit 3 parking spaces in the front yard. On June 20, 2011, the Committee of Adjustment approved the variance (A.060/11) and the decision was final.

In August 2011, The City retained a consultant to review the drainage and storm water issues in the neighbourhood.

We have been advised by the SWM Unit that a separate report outlining the solutions will be submitted to the Planning and Environment Committee on February 6, 2012.

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Date Application Accepted: June 22, 2011	Agent: LAVERNE KIRKNESS
REQUESTED ACTION: APPLICATION FOR SITE PLAN APPROVAL TO CONVERT THE EXISTING HOUSE INTO AN OFFICE	

SITE CHARACTERISTICS:
<ul style="list-style-type: none"> • Current Land Use – single detached dwellings • Frontage – 21m • Depth – 30.4 m • Area – 640 m² • Shape - RECTANGULAR

SURROUNDING LAND USES:
<ul style="list-style-type: none"> • North – Residential • South – Office • East - Commercial • West – Residential

OFFICIAL PLAN DESIGNATION:
<ul style="list-style-type: none"> • Low density residential
EXISTING ZONING:
<ul style="list-style-type: none"> • h-5. h-130.R2-4/OC4

SIGNIFICANT DEPARTMENT/AGENCY COMMENTS

PUBLIC LIAISON:	On January 18, 2012 notice of Public Meeting was sent out to area property owners and on January 21, 2012, notice of Public Meeting was placed in the London Free Press	0 responses received to date
Nature of Liaison: Application for Site Plan Approval to convert the existing dwelling to an office.		
Responses: None		

CLAIMS AND REVENUES

	<u>Estimated Revenue</u>	<u>Estimated Claims</u>
Urban Works Reserve Fund	\$0 (After credit for SFD)	\$NIL
Other Reserve Funds (City Services & Hydro)	\$0 (After credit for SFD)	\$NIL
TOTAL	\$0	\$NIL

ANALYSIS

Site Plan Proposal

The existing building is to be retained and the interior will be converted to an office use, maintaining the exterior residential appearance.

The proposed site plan has three parking spaces in front of the dwelling to be converted and two spaces beside the existing dwelling.

The Landscape Plan identifies seven proposed trees in the rear yard, as well as and a tree and number of shrubs in the front yard to screen the parking area and enhance the overall appearance of the site.

A 1.8 m height privacy fence will be built on the west, north and a portion of the south property lines.

Does the Site Plan Conform to Zoning?

Yes, the proposed Site Plan conforms to the Zoning Bylaw. The proposed plans meet the zoning by-law regulations. Based upon the floor area of the building, the proposed office requires four parking spaces and five spaces have been provided. A variance for the three front yard parking spaces has been approved by the Committee of Adjustment. The proposed plan provides for 48% landscape open space. This exceeds the 30% minimum requirement.

Is the Plan Compatible with Abutting Properties?

Yes, the proposed Site Plan is compatible with abutting properties. The existing building is to be retained and the interior will be converted to an office use, maintaining the existing exterior residential-appearance.

The proposed plans provide a 1.8m height privacy fence on the west, north and a portion of the south property lines to buffer the abutting residential homes. No parking is being proposed in the rear yard and the grass area will provide adequate separation. The applicant is also proposing to add several trees in the rear yard and a trees and a number of shrubs the front yard to screen the parking area and enhance the overall appearance of the site.

The applicant is not proposing any parking lot lighting and will not be adding any new exterior wall-mounted lighting to the building.

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Other Issues Addressed

Require Site Plan Public Meeting

- A Site Plan Public Meeting is required to satisfy the h-5 holding provision. The Approval Authority will be advised of any issues raised at the public meeting with respect to the application for Site Plan approval.

Drainage

- Based on the initial grading plan all surface run off for the parking area will be directed to the ditch on Holiday Avenue. The parking lot design intercepts the water that previously flowed through the property. A separate report is being submitted by the SWM Unit regarding the drainage for the area. At this time, there is no proposal to change the drainage on the rear grassed area.

Joint Access with 15 Holiday

- The Site Plan, Servicing and Grading Plans all identify the joint access and the common internal driveway between 7 Holiday and 15 Holiday on the plans. Clauses also appear in the Development Agreement regarding the requirements for joint access and the common internal driveway. The registered Development Agreement and approved plans and schedules for 15 Holiday Avenue identify a common internal driveway to connect with 7 Holiday Avenue.

Prohibition of Left Turns

- The plans for 7 Holiday Avenue identify a "pork chop" and proposed signage which will effectively restrict access to right turns in, and, right turns out, prohibiting left turns from the site.

CONCLUSION

Based on a review of the applicable Official Plan policies, the Provincial Policy Statement, and Council resolution, approval of the submitted site plan, grading plan, and elevations are considered appropriate by the Approval Authority for the development of these lands. The proposal represents good land use planning and subject to the results of the public meeting, and could be recommended to the Approval Authority for approval along with the attached Development Agreement.

Other Steps

Any issues raised at the public meeting will be considered by the Approval Authority. Once all aspects are incorporated into the various plans, the approval package will be prepared including the development agreement.

Subsequent to the execution of the development agreement, a report will be prepared to remove the holding provisions for the property. While the work has not commenced to implement the proposed drainage improvement, staff see no reason not to remove the holding provisions in the future after the agreement has been entered into based on the fact that the SWM Unit will be proceeding with the improvements in the new future.

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PREPARED BY:	SUBMITTED BY:
<i>Linda McDougall.</i>	<i>BH</i>
L. MCDUGALL LANDSCAPE PLANNER	B. HENRY MANAGER, DEVELOPMENT PLANNING
RECOMMENDED BY:	
<i>D. Stanlake</i>	
D. STANLAKE DIRECTOR, DEVELOPMENT PLANNING	

January 25, 2012

CC. D. Ailles

B. Malloy c/o L. Kirkness
1647 Cedar creek Cres
London ON N5X 1C8

B. Krichler

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This Agreement made in duplicate this 20th day of January, 2012.

BETWEEN:

THE CORPORATION OF THE CITY OF LONDON,
hereinafter called "the City" OF THE FIRST PART;

- and -

BARRY MOLLOY
hereinafter called "the Owner" OF THE SECOND PART;

WHEREAS the Owner represents that it is the registered owner of the lands situate in the City of London, in the County of Middlesex, more particularly described in the **Schedule "A"** attached hereto (the "Land"), consisting of a converted commercial building located at what is known municipally as 7 Holiday Avenue;

AND WHEREAS as a condition of the approval of site plans and drawings for a development on the Land pursuant to Section 41 of the Planning Act, R.S.O.1990, c.P.13., the Owner is entering into this Agreement with the City dealing with the buildings and structures to be erected on the Land and all facilities and works to be provided in conjunction therewith including the provision and maintenance thereof (hereinafter called "the Development ") by the Owner and any and all subsequent owners to the satisfaction of and at no expense to the City.

NOW THEREFORE THIS AGREEMENT WITNESSETH that for other valuable consideration and the sum of Two Dollars (\$2.00) of lawful money of Canada, now paid by the City to the Owner (the receipt and sufficiency whereof is hereby acknowledged) the parties hereto covenant and agree each with the other to comply with, keep, perform and be bound by each and every term, condition and covenant herein set out to the extent that the same are expressed to be respectively binding upon them, and the same shall endure to the benefit of and shall be binding upon their respective heirs, executors, administrators, successors and assigns.

1. **Definitions:** The words and phrases defined in this section shall, for all purposes of this Agreement and of any subsequent agreement supplemental hereto, have ascribed to them the meanings herein specified unless the context expressly or by necessary implication otherwise requires:

"Chief Building Official, (CBO)" means the person holding the position of Chief Building Official for the City of the London, or his/her designate;

"Building" means any structure consisting of walls and a roof which is used or intended to be used for the shelter, accommodation or enclosure of persons, animals, or chattels, and includes accessory buildings and structures such as heat pumps or air exchangers, but does not include any vehicle or a fence.

"Fire Chief" means the person holding the position of Fire Chief for the City of London on his/her designate.

"City Engineer" shall mean that the person holding the position of City Engineer for the City of London or his/her designate;

"Fully Serviced" shall be deemed to include but not limited to those works, services and other requirements as set out in this Agreement.

"Lot" shall include "Block" and vice-versa.

"Managing Director" means the person holding the position of Managing Director of Development Approvals Business Unit for the City of London or his/her designate.

"Professional Engineer" shall mean a licensed Professional Engineer who, holds a current certificate of authorization issued by the Association of Professional Engineers of Ontario or, is employed by a partnership or corporation authorized by the Association to offer Professional Engineering services to the public and who is retained by the Owner to provide professional engineering services in connection with the Development.

"The Development" shall mean the Buildings and structures to be constructed, erected or placed on the Land or a commercial parking lot established on the Land, and includes all facilities and works to be provided in conjunction therewith as described herein, including the provision and maintenance thereof which shall be undertaken by the Owner and all subsequent owners and that are contained within the limits of the Land or as otherwise indicated herein.

2. Incontestability: The Owner shall not call into question directly or indirectly in any proceeding whatsoever in law or in equity or before any administrative or other tribunal the right of the City to enter into this Agreement and to enforce each and every term, covenant and condition thereof and this provision may be pleaded by the City in any such action or proceeding as a complete and conclusive estoppel of any denial of such right.

3. Work According to Plans: The Owner shall develop the Land in accordance with the approved site plan, site servicing plan, elevation drawings and landscape plans, which are attached hereto as Schedules "B", "C", "D", and "E", respectively. The Owner shall submit from time to time one or more plans and drawings as may be required pertaining to any of the buildings, structures, facilities, works and matters to be erected, constructed or installed on the Land, including but not restricted to any plans or drawings specifically mentioned herein. Such plans and drawings as and when approved by the City, whether before or after the date upon which this Agreement is entered into shall be treated as forming part of this Agreement in the same manner and to the same extent as if such plans and drawings had been approved and actually attached to this Agreement at the time that it is entered into. In all matters not herein provided for, the Owner shall develop the Land and shall use the same in accordance with the Site Plan Design Manual and plans and drawings required to be filed and as approved. The provisions of this Agreement and any approved site plan or drawing pertaining to a facility, work or matter shall be construed and applied as complementary to each other but in the event of any conflict the plan or drawing receiving the last approval shall govern.

Upon completion of the Development, the Owner agrees that the responsibility for the repair, maintenance and replacement of any or all of the facilities and works within this Development will rest with the Owner at its sole expense and that the City will have no liability for repair, maintenance or replacement of any works within this Development.

4. Completion of Work: All work required under this Agreement, including but not restricted to asphalt surfacing, fencing, establishment of landscaping and development "as constructed" drawings, shall be completed or delivered, as the case may be, within a period of nine (9) months of the date of substantial completion of construction of the Development as determined by the Managing Director. All such work shall be performed to the satisfaction of the City Engineer, and the Managing Director as the case may be.

5. City's Right To Enter: The City or any of its officers, employees, servants or agents and any other persons authorized by the City for this purpose shall have the right at any time and, from time to time to enter upon Land (except any room or place actually used as a dwelling unless the occupant has first been informed that the right or entry may be refused and entry made only under the authority of a search warrant or court order and the occupant has been requested to give and has given consent to enter) and any lands upon which any facility, work or service herein required to be done is being, or has been, erected, constructed, or installed and to make such tests and inspections as it may deem necessary or desirable and to call for and obtain any document, contract, plan, specification, record or other writing or thing, and to give direction to the Owner in any matter touching upon the due completion of the facilities, works and services herein required to be done . The City may require that any or all work shall cease until any breach of plans and specifications or the City Engineer's requirements (of which he shall be the sole judge) has been remedied (other than the work required to be done to remedy such breach) and if the City Engineer shall deem it necessary to engage technical consultants to assist him in the performance of any inspection or supervision, the expense of such technical consultants, if engaged, shall be a debt due to the City by the Owner recoverable upon demand or from any security posted by the Owner. The City, its officers, employees, servants and agents shall not be liable to the Owner or any occupant of the Land for any losses or damages of any kind whatsoever arising in any way from entry for such purposes.

6. Erosion and Sediment Control: The Owner shall construct temporary measures to control silt entering the storm drainage system to the specifications outlined in the Guidelines on Erosion and Sediment Control for Urban Construction Sites (December 2006) prepared by the Ministry of Natural Resources. These measures are to be approved by the City Engineer and installed prior to commencing any construction of this Development, and are to remain in place until construction as required under this Agreement has been completed to the specifications of the City Engineer. The Owner shall have its Professional Engineer monitor the erosion and sediment control measures installed in accordance with the above-noted Guidelines and submit to the City Engineer monitoring reports with a log of dates when the facilities were inspected, the condition of the facilities at that time, and what remedial action, if any, was needed and taken. The monitoring reports are to be submitted to the City Engineer by April 1, July 1 and November 1 of each year until all works and services in this Plan are completed to the satisfaction of the City.

7. Storm Water Management: The Owner shall construct the storm water management system in accordance with the accepted drawings. The Professional Engineer shall provide inspection during construction of the storm water management system and certify upon completion that the parking lot grading and the storm system were constructed in accordance with the accepted drawings. This work shall be completed prior to occupancy of the Development. The Owner shall maintain this storm water management system thereafter so that it is functional as designed all to the satisfaction of the City Engineer, and at no cost to the City.

8. Debris and Soil on City Streets: The Owner shall employ measures during the course of Development (including any demolition) so that debris, dirt or other rubbish or refuse is not deposited on any street by vehicles delivering materials to or removing materials from the Land or, if unavoidably deposited on any street is removed as soon as practicable and the street restored to a clean condition. If the Owner is given notice by the City to restore any such street to a clean condition to the satisfaction of the City Engineer and the Owner fails to do so within the time (not exceeding 48 hours) specified in the notice, the City Engineer may take such steps as he considers necessary to rectify the problem and the cost to the City shall be a debt due to the City by the Owner recoverable on demand, or from any security posted by the Owner.

9. Garbage Storage Facilities: Garbage storage facilities that are not located within a Building shall be located, constructed, used and maintained such that odour, noise from use, noise from collection (by other than the City or any of its officers, servants or agents,) accessibility by animals and containment of debris are controlled and view from adjoining streets and properties to garbage storage facilities is screened, all to the satisfaction of the City Engineer. If at any time a change in the location, construction, use or maintenance of garbage storage facilities is contemplated, the Owner shall submit a proposal to and for approval by the Managing Director. The proposal shall include measures as may be required to mitigate the impact of the revised garbage facility. The Owner shall implement the recommendations of the proposal to the satisfaction of the Managing Director.

10. Lighting Facilities: All lighting of the site shall be oriented and its intensity controlled so as to prevent glare on adjacent roadways and residential properties to the satisfaction of the Managing Director.

11. Landscaping: The Owner shall landscape the site including transformer and other equipment box screening if applicable, and shall thereafter maintain the landscaping in general conformity with the approved Landscaping Plan attached hereto as **Schedule "E"**, all to the satisfaction of the Managing Director-and at no cost to the City.

12. Fire Routes: The Owner shall construct and maintain fire routes for access for fire fighting and fire fighting vehicles in conformity with the approved site plan attached hereto as **Schedule "B"** and the Owner shall install and maintain fire route signs in accordance with the City's Traffic and Parking By-law No.P.S.-111-11093 as amended thereto along such designated fire routes in accordance with the locations as shown on the approved site plan, all to the satisfaction of the Fire Chief and CBO and at no cost to the City.

13. Water Supply and Fire Fighting Access During Construction: Where construction proceeds beyond the foundation stage and wood frame construction is underway, the Owner shall have regard to the separation distances between the proposed construction and existing Buildings on adjacent properties, ensure that adequate water supply for fire fighting is provided within 90 metres of any building and that a fire fighting access shall be maintained capable of carrying the weight of fire fighting trucks to within 45 metres of any Building under construction, until all construction is finished, all to the satisfaction of the Managing Director-and at no cost to the City.

14. Subsurface Drainage: The Owner shall notify its Professional Engineer in the event that any existing sewer or drain is encountered during the progress of construction. The Owner shall have its Professional Engineer investigate the matter and shall comply with the recommendations of its Professional Engineer as approved by the City Engineer with respect to the sewer or drain encountered. The Owner shall also ensure that there is no interruption of any subsurface drainage flow because of construction on the Land which would have an adverse effect on neighbouring properties. If such an interruption should occur, the Owner shall carry out any necessary remedial work to correct the problem as recommended by its Professional Engineer and to the satisfaction of the City Engineer at no expense to the City.

15. Abandoned Private Drain Connections: Any abandoned existing private drain connections shown on the site plans or encountered during construction shall be excavated at the street line and sealed to the satisfaction of the City Engineer, all at no cost to the City.

16. Existing Private Drain Connections: Any existing private drain connections which are proposed for re-use shall be excavated at the street line and shall be inspected and approved by the City Engineer for re-use, all at no cost to the City.

17. Common Internal Driveway: The Owner shall construct and maintain its portion of the common internal drive as is shown on Schedule "C".

The Owner shall remove any temporary barriers on the Lands immediately following construction of the connecting portion of the common internal drive. The Owner agrees to permit the unrestricted vehicular and pedestrian traffic from the commercial lands to the south to pass and re-pass over the joint access area on the subject lands as illustrated on schedule "C".

18. Joint Access: The Owner agrees to permit unrestricted vehicular and pedestrian traffic from the lands to the south to pass and re-pass over the joint access area on the subject lands as illustrated on schedule "C".

19. Work At Owner's Risk: All incidental matters including but not restricted to the removal and planting of trees; cutting, replacing and installing approaches; relocating utilities, pipes, poles, valves and equipment; resetting drains and manholes; and all other things required by this Agreement or by the City Engineer shall be carried out by the Owner at its own risk and expense provided all work is to be done to the satisfaction of the City Engineer and by permission and to the satisfaction of the owner of such utilities.

20. Indemnity: Except as otherwise expressly provided in this Agreement, the right of the Owner to use and occupy any untraveled portions of road allowances shall at all times be at the will of the City and the construction and maintenance of any and all curb, pavements, plantings and other improvements or works thereon shall at all times be at the risk and expense of the Owner. The Owner shall indemnify and save the City and any of its officers, employees, servants or agents harmless from and against all actions, suits, claims and demands which may be brought against or made upon the City or any of its officers employees, servants or agents, and from all loss, costs, damages and expenses which may be paid, sustained or incurred by the City or any of its officers, employees, servants or agents in consequence of the use and occupation of untraveled portions of road allowances by the Owner or the construction, maintenance or existence of curbs, pavements plantings and other improvements of the Owner thereon, and such indemnity shall constitute a lien and charge upon the Land. Without limiting the foregoing agreement to indemnify the City may, in case any such action, suit, claim or demand is brought or made against the City or any of its officers, employees, servants or agents, settle any such action suit, claim or demand on such terms as the City shall see fit, and the Owner shall thereupon forthwith pay to the City the sum or sums so paid, together with such sum as shall represent the reasonable costs of the City and its solicitor in defending or settling any such action, suit, claim or demand, provided that no such action, claim, suit or demand shall be settled by the City without giving at least fifteen (15) days notice to the Owner and without the consent of the Owner which shall not be unreasonably withheld.

21. Security for Performance: To ensure due performance of all matters required by this Agreement and in order to protect the City in respect of its liability for holdback and costs under Subsection 17(4) of the Construction Lien Act, R.S.O.1990, c.C.30., the Owner shall deposit with Development Finance security satisfactory to Development Finance in the amount of \$8,000.00.

22. Release of Security: The release of any or all security shall be subsequent to the completion of work required herein, the submission of acceptable "as-constructed drawing" and the expiration of any warranty period, as determined by and to the specifications of the City Engineer.

The amount of security released shall be based upon such matters as the submission of a Professional Engineer's Certificate of Completion of Works for works required herein, the submission of a detailed list of costs of required works completed and not completed, and the compliance of other matters required therein, all to the satisfaction of the City Engineer.

23. Enforcing Performance of Requirements: In addition to any remedy authorized or permitted by this Agreement or by law, the City may, in default of any matter or thing required to be done by the Owner under this Agreement, do such matter or thing at the Owners' expense, and the City may recover the expense incurred in doing it by action, from any security posted by the Owner, or by recovery in like manner as municipal taxes. No proceeding by the City under this clause and no waiver under any provision of this Agreement shall prejudice the rights of the City in respect of any subsequent default or any matter or thing required to be done by the Owner under this Agreement. The rights of the City may be enforced by any remedy authorized or permitted by this Agreement or by law, and no such remedy shall be exclusive of or dependent on any other remedy.

24. Default: Time shall be of the essence in this Agreement. Upon breach by the Owner of any covenant, term, condition or requirement of this Agreement, or upon the Owner becoming insolvent or making an assignment for the benefit of creditors, the City may, at its option, declare that the Owner is in default. Notice of such default shall be given as provided in paragraph 26 hereof, and if the Owner has not remedied such default within such time, as provided in the notice, the City may declare that the Owner is in final default under this Agreement, and shall then forthwith give notice thereof to the Owner as provided in said Clause

25. Remedy on Giving Notice of Default: Upon notice of default having been given, the City may require all work by the Owner, its servants, agents, independent contractors and subcontractors to cease (other than any work necessary to remedy such default) until such default shall have been remedied, and in the event of final default may require all work as aforesaid to cease.

26. Notice: Any notices required or permitted to be given pursuant to the terms of this Agreement shall be given in writing sent by prepaid registered post, addressed in the case of notice given by the City to: **BARRY MOLLOY, 208 Bexhill Close** London, Ontario N6E 3B1 and in the case of notice given by the Owner, addressed to: The City Clerk, P.O. 5035, London, Ontario N6A 4L9.

Notice shall conclusively be deemed to have been given on the day that the same is posted. Wherever in this Agreement the City Engineer is permitted or required to give direction, exercise supervision, or to require work to be done or work to cease in respect of the construction, installation, repair and maintenance of facilities, works and services, he shall be deemed to have done so if he communicates such direction, supervision or requirement, orally or in writing to any person purporting or appearing to be a foreman, superintendent or other servant of the Owner, and if the City Engineer shall have made such communication orally he shall confirm such communication in writing as soon as conveniently possible.

27. Remedies on Final Default: Upon final default of the Owner the City may, at its option, adopt or pursue any or all of the following remedies, but shall not be bound to do so:

- (a) Enter upon the Land by its employee, servants, agents and contractors and complete any facilities, work, services, repair or maintenance wholly or in part required herein to be done by the Owner and collect the cost thereof from the Owner and/or enforce any security available to it;
- (b) Make any payment which ought to have been made by the Owner and upon demand collect the amount thereof from the Owner and/or enforce any security available to it;
- (c) Retain any sum of money heretofore paid by the Owner, to the City, for any purpose, and apply the same in payment or part payment for any work which the City may undertake;
- (d) Assume any facilities, work or services at its option whether the same are completed or not, and thereafter the Owner shall have no claim or title thereto or remuneration therefore;
- (e) Bring action to compel specific performance of all or any part of this Agreement or for damages;

(f) Exercise any other remedy granted to the City under the terms of this Agreement or available to the City in law.

28. By-laws: Notwithstanding any of the provisions of this Agreement, the Owner shall be subject to and comply with all applicable by-laws of the City. In the event of conflict between the provisions of this Agreement and the provisions of any by-law of the City, the provisions of the by-law shall prevail.

29. Subsequent Owners Bound: Subject to the provisions of the Registry Act and the Land Titles Act, the covenants, agreements, conditions and understandings therein contained on the part of the Owner shall be conditions running with the land described in Schedule "A" attached hereto and shall be binding upon it, its heirs, executors, administrators, successors and assigns, as the case may be, as subsequent owners and occupiers of the Land from time to time (and "Owner", wherever used in this Agreement, is intended and shall be construed to include such subsequent owners and occupiers), and shall be appurtenant to the adjoining highways in the ownership of the City.

30. Separate Covenants: All of the provisions of this Agreement are, and are to be construed as, covenants and agreements as though the words importing such covenants and agreements were used in each separate clause hereof. Should any provision of this Agreement be adjudged unlawful or not enforceable, it shall be considered separate and severable from the agreement and its remaining provisions as though the unlawful or unenforceable provision had never been included.

31. Number and Gender: This Agreement shall be read with all changes to gender required by the context.

32. Assignment: The Owner shall not assign this Agreement without the prior written consent of the City, wherein consent shall not unreasonably be withheld.

33. Payment of Registration Costs: Prior to construction, the Owner shall register this Agreement upon the title of the Land, and agrees to pay forthwith, on demand, all solicitors' fees and disbursements incurred by the City in any way arising out of this Agreement, including the preparation or review thereof and of other deeds, conveyances, registrations and agreements.

IN WITNESS WHEREOF the City has executed this Agreement by its authorized officers pursuant to C.P. Bylaw 1213-340 as amended and the Owner has hereunto set its hand and seal, or hereunto affixed its corporate seal attested by the hands of its duly authorized officers.

THE CORPORATION OF THE CITY OF LONDON
by its authorized officers:

D. N. Stanlake, Director of Development Planning

George Kotsifas, Director of Building Controls

We have the authority to bind the Corporation.

BARRY MOLLOY

(seal)

(seal)

I/We have the authority to bind the Corporation.

Description of Schedules

Schedule "A"

Title: **Legal Description**

Schedule "B" Page 1 of 2

Drawing Title: **Site Plan**
Drawing Author: Barry Wade Design Construction Management
Drawing Number: A1
Date of Drawing: January 11, 2011
Municipal Address: 7 Holiday Avenue
City File Number: SP11-020158

Schedule "B" Page 2 of 2

Drawing Title: **Fire Route Sign Details**
Municipal Address: 7 Holiday Avenue
City File Number: SP11-020158

Schedule "C" Page 1 of 2

Drawing Title: **Site Servicing and Grading Plan**
Drawing Author: Archibald Gray and MacKay Engineering Limited
Drawing Number: 01
Date of Drawing: May 18, 2011
Drawing Latest Revision Date: December 11, 2011
Municipal Address: 7 Holiday Avenue
Drawing Sealed by: H.E. Schuurmans
City File Number: SP11-020158

Schedule "E" Page 1 of 1

Drawing Title: **Landscape Plan**
Drawing Author: Ron Koudys Landscape Architects
Drawing Number: L-1
Date of Drawing: December 6, 2011
Drawing Latest Revision Date: January 6, 2012
Municipal Address: 7 Holiday Avenue
City File Number: SP11-020158

Schedule "F" Page 1 of 1

SCHEDULE "F"

This is Schedule "F" to the Development Agreement dated this _____ day of _____, 20___, between The Corporation of the City of London and _____ to which it is attached and forms a part.

TO: The Corporation of the City of London

Certificate of Completion of Works

For Good and Valuable Consideration now paid by The Corporation of the City of London hereinafter called the "City", the receipt and sufficiency of which I hereby acknowledge, I hereby certify that the municipal services constructed pursuant to the Development Agreement registered as Number _____ relating to Plan Number _____ have been -

- (a) inspected during installation in accordance with standard engineering practice; and
- (b) constructed and installed in accordance with the plans and specifications approved by the City Engineer.

Certified and delivered under my/our hand and professional seal at the City of London, Ontario this _____ day of _____, 20___

Registered Professional Engineer

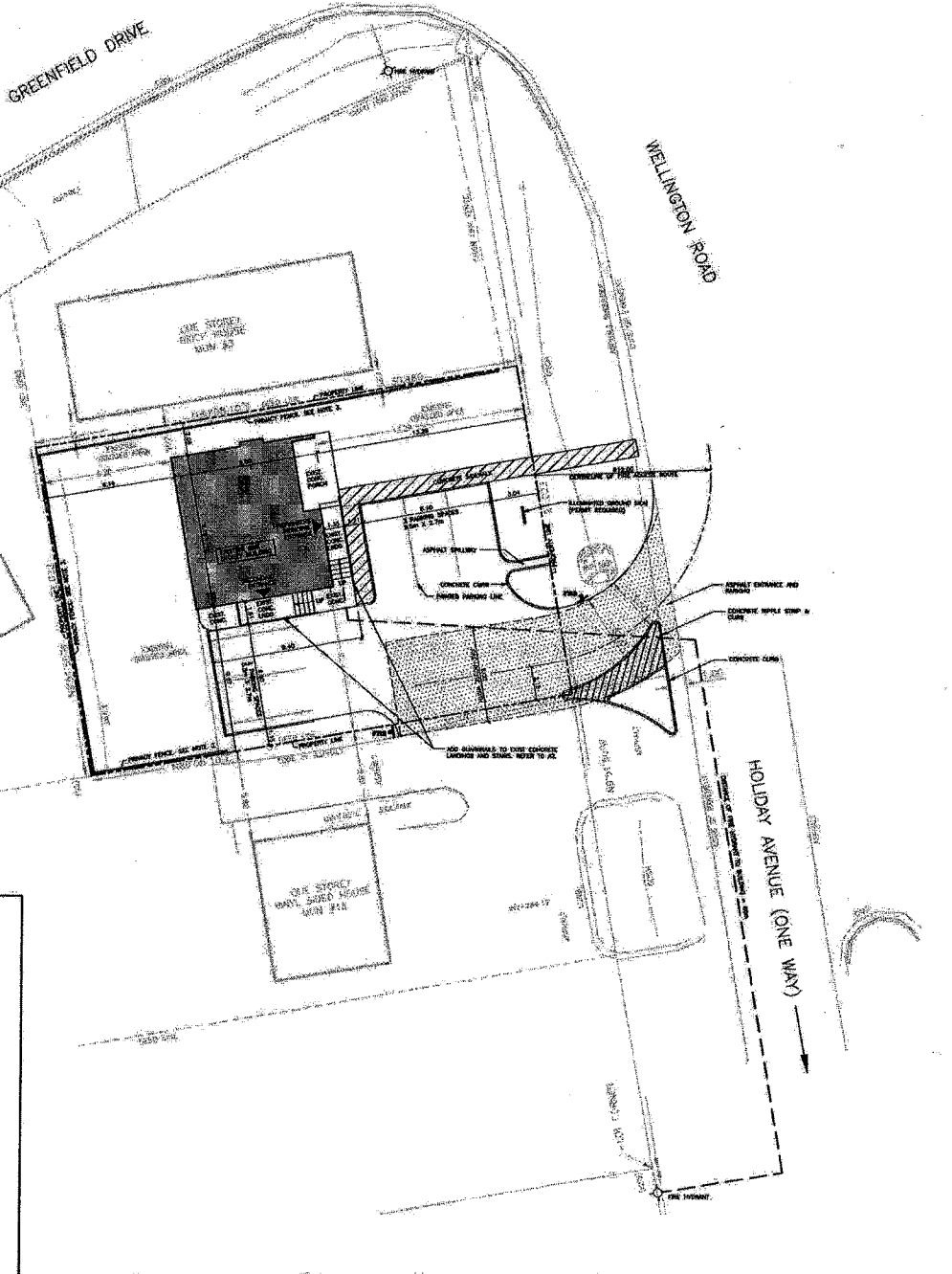
GENERAL NOTES

- 1. SITE SURVEY PROVIDED BY AGM
- 2. FOR FENCING CONFORMANCE, REFER TO SITE PLAN PREPARED BY AGM
- 3. PRIVATE FENCE DESIGN: 1.2m WINDBANE FENCE, WOODEN ALTERNATIVE LOCATED WITH DECORATIVE LATTICE ALONG TOP

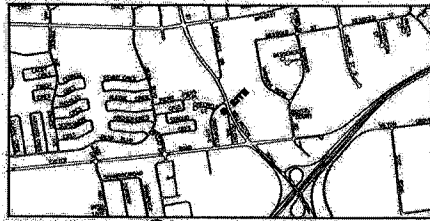
CITY OF LONDON
Building
PLANS REVIEWED BY
[Signature]
DOUG THATCHER
DATE 26/10/2012
for the
CHIEF BUILDING OFFICIAL

RE-A/CCA Zoning Requirements	Requirements from Zoning Review at City Staff before set out on this zoning referred form of February 2005/06/07 BY DEPT OF CITY	Proposed Site Plan	Complies
Lot Area (minimum)	540.3 sqm (as existing)	540.3 sqm	Yes
Lot Frontage (minimum)	21 m (as existing)	21 m	Yes
Front Yard (minimum)	13.2 m (as existing)	13.2 m	Yes
Interior Side North Yard Depth	2.0m (as existing)	2.0 m	Yes
Interior Side North Yard Depth	9.2 m (as existing)	9.2 m	Yes
Rear Side Yard Depth (minimum)	9.2 m (as existing)	9.2 m	Yes
Landscaped Open Space (minimum)	30%	50%	Yes
Lot Coverage (maximum)	77.4% (as existing)	32.4%	Yes
Height (maximum)	4.5 m (as existing)	6.6 m	Yes
Ground Floor Area (maximum)	79.7 sqm	79.7 sqm	Yes
Parking	4 spaces	5 spaces	Yes
Parking setback minimum from road allowance	3 m	3 m	Yes
Parking in front yard	4 spaces	5 spaces	Yes
Lot Depth	130.5 m (as existing)	30.5 m	Yes

Revised from 2011/12/15. All rights reserved. © 2012. All rights reserved. © 2012. All rights reserved. © 2012.



SITE PLAN
SCALE: 1:100



LOCATION PLAN
SCALE: 1:1000

Item	Code	Reference	Code	Reference
1. Building Description	111.0	111.0	111.0	111.0
2. Major Occupancy	111.0	111.0	111.0	111.0
3. Building Area (sq)	111.0	111.0	111.0	111.0
4. Floor Area	111.0	111.0	111.0	111.0
5. Number of Storeys	111.0	111.0	111.0	111.0
6. Height of Building (m)	111.0	111.0	111.0	111.0
7. Building Classification	111.0	111.0	111.0	111.0
8. Fire Protection	111.0	111.0	111.0	111.0
9. Fire Alarm	111.0	111.0	111.0	111.0
10. Fire Escape	111.0	111.0	111.0	111.0
11. Fire Stair	111.0	111.0	111.0	111.0
12. Fire Lift	111.0	111.0	111.0	111.0
13. Fire Alarm	111.0	111.0	111.0	111.0
14. Fire Alarm	111.0	111.0	111.0	111.0
15. Fire Alarm	111.0	111.0	111.0	111.0
16. Fire Alarm	111.0	111.0	111.0	111.0
17. Fire Alarm	111.0	111.0	111.0	111.0
18. Fire Alarm	111.0	111.0	111.0	111.0
19. Fire Alarm	111.0	111.0	111.0	111.0
20. Fire Alarm	111.0	111.0	111.0	111.0
21. Fire Alarm	111.0	111.0	111.0	111.0
22. Fire Alarm	111.0	111.0	111.0	111.0
23. Fire Alarm	111.0	111.0	111.0	111.0
24. Fire Alarm	111.0	111.0	111.0	111.0
25. Fire Alarm	111.0	111.0	111.0	111.0
26. Fire Alarm	111.0	111.0	111.0	111.0
27. Fire Alarm	111.0	111.0	111.0	111.0
28. Fire Alarm	111.0	111.0	111.0	111.0
29. Fire Alarm	111.0	111.0	111.0	111.0
30. Fire Alarm	111.0	111.0	111.0	111.0

Item	Description	Code	Reference
111	Building Height	111.0	111.0
112	Maximum Building Height	111.0	111.0
113	Building Height Exemption	111.0	111.0
114	Compliance	111.0	111.0
115	Compliance	111.0	111.0

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 5932
 JAN 17 2012
CITY OF LONDON
DEVELOPMENT APPROVALS
BUSINESS UNIT

No.	Description	Date
1	Issued for OPA	11.12.12
2	Revised per City's Comments	12.01.12
3	Issued for OPA	11.12.12

776487 ONTARIO LIMITED
 DESIGN & CONSTRUCTION MANAGEMENT
 30 WYNDHAM ST. TORONTO, ONT. M5H 1B5
 TEL: 416-593-8888 FAX: 416-593-8889

BARRY MOLLOY
 PROJECT ARCHITECT
 100 WYNDHAM ST. TORONTO, ONT. M5H 1B5
 TEL: 416-593-8888 FAX: 416-593-8889

Design Firm
 776487 ONTARIO LIMITED
Barry Wade
 DESIGN & CONSTRUCTION MANAGEMENT
 30 WYNDHAM ST. TORONTO, ONT. M5H 1B5
 TEL: 416-593-8888 FAX: 416-593-8889

Project
BARRY MOLLOY

Address
7 HOLIDAY AVE. LONDON, ON

Project No. 201111 **Drawing No.** A1

SEDIMENT CONTROL MEASURES

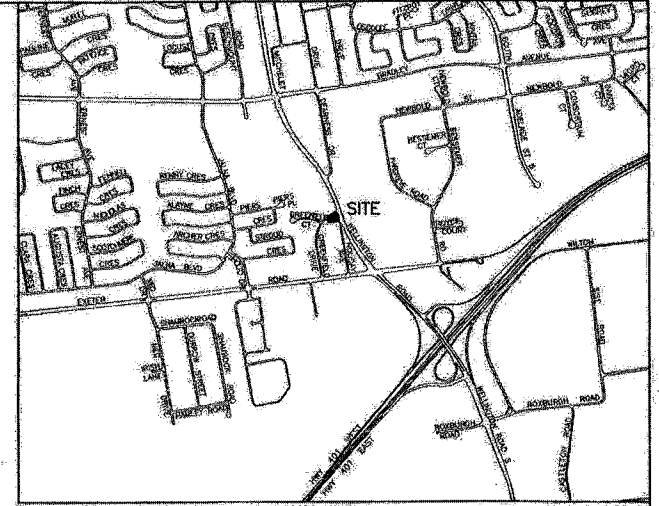
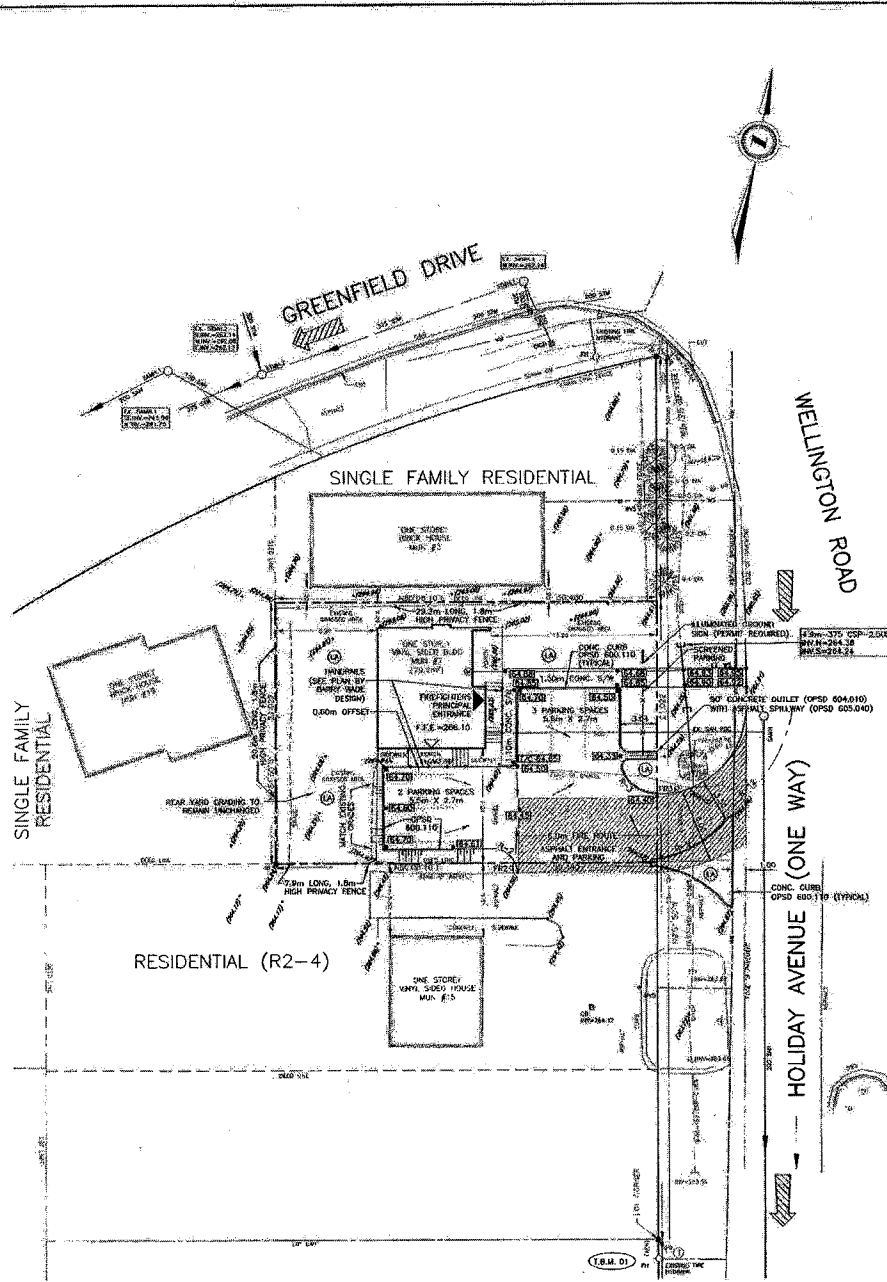
1. Protect all exposed surfaces and control all runoff during construction.
2. All erosion control measures to be in place before starting construction, and remain in place until restoration is complete.
3. Maintain erosion control measures during construction. All collected sediment to be disposed of at an approved location.
4. Minimize area disturbed during construction.
5. All dewatering to be disposed of in an approved sedimentation basin.
6. Protect all catchbasins, manholes, and pipe ends from sediment intrusion with geotextile (terracotta 270 r).
7. Keep all pumps clean during construction.
8. Prevent wind-blown dust.
9. Slew bores to be used in localized areas as shown and as directed by the engineer during construction.
10. All site fencing and details are at the minimum to be constructed in accordance with the Ministry of Natural Resources Guidelines on Erosion and Sediment Control for Urban Construction Sites.
11. All of the above notes and any sediment & erosion control measures are at the minimum to be in accordance with the Ministry of Natural Resources Guidelines on Erosion and Sediment Control for Urban Construction Sites. Guidelines on Erosion and Sediment Control for Urban Construction Sites.

LOT GRADING NOTES

1. Existing drainage of existing lands is not to be disturbed without approval from the Environmental Services Dept. of the City of London.
2. Ground elevations of buildings abutting overhead flow pipes are to be 225mm above overhead flow route elevations.
3. All roof water outlets from the proposed buildings and drainage from impervious areas are to be directed towards the site's storm drainage system.
4. No weeping connections will be permitted into the sanitary sewers and no direct gravity connections from the weeping tiles will be permitted to the storm sewer system unless the storm system has the capacity to provide for such connection to the satisfaction of the City Engineer. However, pumped connections from the weeping tiles to the storm sewer will be permitted.
5. If an existing drain is encountered during construction contact the Public Service Division of the City's Environmental Services Department.
6. The contractor shall construct temporary measures to control all entering the storm drainage system to the specifications outlined in the Guidelines on Erosion and Sediment Control for Urban Construction Sites prepared by the Ministry of Natural Resources. These measures are to be installed prior to commencing any construction for this subdivision/development/project, and are to remain in place until construction has been completed to the specifications of the City Engineer.

CONSTRUCTION NOTES:

1. At least 48 hours prior to commencing construction on an existing road allowance maintained by the City of London, the Contractor is to obtain a Permit of Approval Works from the Environmental Programs and Customer Relations Division. The contractor will also be required to pay a pavement degradation fee to the Environmental Programs and Customer Relations Division. The initial fee is based on the estimated cubic volume of a rate of Ten Dollars per Square Meter (2009 Rate).
2. All work shall meet the minimum standards and specifications of the City of London Environmental Services and Engineering Department. The Standard Contract Documents for Municipal Construction Projects, as adopted by Council on May 30, 1994 and as amended from time to time, are to be applied to this project. Where any discrepancy exists between the adopted Standard Contract Documents and the standards and specifications noted on these drawings, the Standard Contract Documents will govern, unless otherwise approved by the City Engineer.
3. The Contractor is to meet all the requirements of the utilities of the utilities on this plan, and must make satisfactory arrangements with the utility companies for crossing their installations and for providing adequate protection during construction.
4. Existing surfaces within the road allowance which are disturbed during construction shall be restored to a condition of at least as good as original or as otherwise noted to the specifications of the City Engineer.
Minimum DRIVEWAY Pavement Structure to consist of:
40mm HA-3 - compacted to 97% Standard Marshall density
100mm HA-2 - compacted to 97% Standard Marshall density
100mm Granular "A" - compacted to 100% Standard Proctor maximum dry density
300mm Granular "B" - compacted to 100% Standard Proctor maximum dry density
5. The following Ontario Provincial Standard Drawings and City of London engineering standards shall be used on this project:
OPSD 600.110 Concrete Barrier Curb
OPSD 604.010 90° Concrete Outlet
OPSD 605.040 Asphalt Spalling
6. The Contractor is to notify the Technical Services Division in writing at least 48 hours prior to commencing construction.
7. The Subdivisor/Developer shall have its Professional Engineer provide full-time inspection during construction and a Certificate of Completion of works upon completion of all works to be constructed on an existing City street or easement.
8. Roadways to be restored with nursery sod on 100mm topsoil.



KEY PLAN
NOT TO SCALE

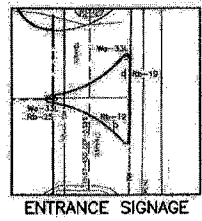
LEGAL DESCRIPTION
PART OF
LOT 4, REG'D PLAN No. 585
IN THE
CITY OF LONDON
(FORMERLY TOWNSHIP OF WESTMINSTER)
BEING PART 3, PLAN 33R-1482
COUNTY OF MIDDLESEX

SITE BENCHMARK:

(T.B.M. 01) TOP OF SPINDLE OF HYDRANT LOCATED ON WEST SIDE OF HOLIDAY AVENUE IN FRONT OF MUNICIPAL No. 25. ELEVATION=264.87m.

LEGEND

- ◀ BUILDING ENTRANCE
- ◀ FIREFIGHTER'S PRINCIPAL ENTRANCE
- ⊙ PROPOSED LANDSCAPED AREA
- ★ PROPOSED BUILDING MOUNTED LIGHT
- 600.00 EXISTING ELEVATION
- 600.00 PROPOSED FINISHED GROUND ELEVATION
- F.F.E.=200.00 FINISHED FLOOR ELEVATION
- DIRECTION OF FLOW
- OVERLAND FLOW ROUTE
- FIRE ROUTE
- ⊙ WATER METER
- FRS FIRE ROUTE SIGNAGE



ENTRANCE SIGNAGE

- NOTES:**
- 1) FOR LANDSCAPING DETAILS, SEE PLAN BY RON KOUDY'S LANDSCAPE ARCHITECTS INC.
 - 2) FOR BUILDING CODE MATRIX, SITE DATA & GUARD RAIL DESIGN, SEE SITE PLAN BY BARRY WADE DESIGN.

ENGINEER'S CERTIFICATE

I HEREBY CERTIFY THAT THE PROPOSED GRADING AND DRAINAGE DRAWINGS COMPLY WITH SOUND ENGINEERING PRACTICE AND THAT THE PROPOSED GRADING IS COMPATIBLE WITH EXISTING DRAINAGE PATTERNS ON AND ACROSS THESE LANDS AND THE ADJACENT LANDS OR APPLICABLE CITY BY-LAWS.

METRIC

DIMENSIONS SHOWN ON THIS PLAN ARE IN METERS. CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048.

NOTES:

1. DIMENSIONS ARE TO EDGE OF ASPHALT UNLESS OTHERWISE NOTED.
2. GARAGE TO BE STORED WITHIN BUILDING UNLESS OTHERWISE NOTED.
3. PRINCIPAL FIRE ROUTE TO BE MAINTAINED THROUGHOUT CONSTRUCTION AND TO REMAIN OPEN AT ALL TIMES. FIRE ROUTE TO BE MAINTAINED THROUGHOUT CONSTRUCTION AND TO REMAIN OPEN AT ALL TIMES.

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 37932
 JAN 17 2012

CITY OF LONDON
 DEVELOPMENT APPROVALS
 BUSINESS UNIT

<p>AGM SURVEYING - ENGINEERING</p> <p>ARCHIBALD, GRAY & MCKAY ENGINEERING LTD. 3034 WHITE OAK ROAD, LONDON, ON, M8E 2J9 PHONE: 519-885-9000 FAX: 519-885-5000 EMAIL: agm@agm.ca WEB: www.agm.ca</p>	<p>BARRY MOLLOY</p> <p>SCALE: 1:2000</p>	<p>7 HOLIDAY AVENUE SERVICING AND GRADING PLAN (SP11-020158)</p>	<p>1270 01</p>
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