



**City of Kingston
Report to Council
Report Number 21-115**

To: Mayor and Members of Council
From: Paige Agnew, Commissioner, Community Services
Resource Staff: Jenna Morley, Associate Legal Counsel, Legal Services
Date of Meeting: April 6, 2021
Subject: Proposed Settlement of Local Planning Appeal Tribunal
Appeal – 223 Princess Street

Council Strategic Plan Alignment:

Theme: Corporate business

Goal: See above

Executive Summary:

On March 23, 2021, Council met in closed session to consider a settlement that has been negotiated between the applicants, IN8 (The Capitol) Developments Inc. (“IN8”), and the appellants, Building Kingston’s Future Inc. and the Frontenac Heritage Foundation (the “Appellants”) following privileged negotiations between the parties. Council provided the following direction to staff on March 23, 2021:

That Council direct staff to report back on April 6, 2021 with a high-level summary of the settlement that has been agreed to in principle by the applicant and appellants in relation to the Local Planning Appeal Tribunal appeal for 223 Princess Street, subject to the City’s acceptance of same, and a recommendation regarding the City’s participation in the appeal.

The purpose of this report is to provide an overview of the settlement proposal and the Minutes of Settlement negotiated between IN8 and the Appellants. As per Council’s direction, City planning staff are not providing a professional planning recommendation related to this settlement. Accordingly, the City will not be leading the land use planning evidence at any future Local Planning Appeal Tribunal (LPAT) proceedings. Rather, staff are recommending that Legal

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Services staff appear before the LPAT for the purpose of advising the LPAT that the City does not oppose the granting of the zoning by-law amendment and approval of the site plan, as outlined in the Minutes of Settlement negotiated between IN8 and the Appellants.

Recommendation:

That Council direct the Mayor and Clerk to execute the Minutes of Settlement attached to Report Number 21-115 as Exhibit A confirming the City will not oppose the zoning by-law amendment and approval of the site plan, subject to execution of a Site Plan Control agreement between the applicant and the City, which will contain, among other provisions, financial securities and Cash-in-Lieu of Parkland payment, all in a form satisfactory to the Commissioner of Community Services and the Acting City Solicitor; and

That Council authorize the Commissioner of Community Services to negotiate and finalize with the parties any required modifications to the Minutes of Settlement prior to the Local Planning Appeal Tribunal hearing, and to process the applicant's Site Plan Control application, with the intent of presenting a final Site Plan Control agreement to the Local Planning Appeal Tribunal; and

That Council authorize the Mayor and Clerk to execute any amendments to the Minutes of Settlement to reflect such modifications agreed to by the parties, in a form satisfactory to the Commissioner of Community Services and the Acting City Solicitor; and

That Council authorize the Mayor and Clerk to execute the Section 37 Agreement attached to the Minutes of Settlement as Schedule "E" and a Site Plan Control agreement with the applicant, all in a form satisfactory to the Commissioner of Community Services and the Acting City Solicitor; and

That Council direct staff to appear before the Local Planning Appeal Tribunal for the purpose of advising the Tribunal that the City does not oppose the granting of the zoning by-law amendment and approval of the site plan, as outlined in the Minutes of Settlement, and making such other submissions and taking such other action as is necessary to represent the City's position to the Tribunal; and

That Council requests that the Heritage Kingston Committee hold a special meeting, prior to its regular May 19, 2021 meeting, in order to review the Heritage Easement Agreement for the property located at 223 Princess Street.

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Authorizing Signatures:

ORIGINAL SIGNED BY COMMISSIONER

**Paige Agnew, Commissioner,
Community Services**

ORIGINAL SIGNED BY CHIEF
ADMINISTRATIVE OFFICER

**Lanie Hurdle, Chief
Administrative Officer**

Consultation with the following Members of the Corporate Management Team:

Peter Huigenbos, Commissioner, Business, Environment & Projects	Not required
Brad Joyce, Commissioner, Corporate Services	
Jim Keech, President & CEO, Utilities Kingston	Not required
Desirée Kennedy, Chief Financial Officer & City Treasurer	Not required
Sheila Kidd, Commissioner, Transportation & Public Works	Not required

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Options/Discussion:**Background**

On September 20, 2016, City Council approved a zoning by-law amendment for the development of a 16-storey mixed-use building at the property municipally known as 223 Princess Street. Following the decision of Council, an appeal was filed to the Local Planning Appeal Tribunal (the "LPAT"). In November 2016, a motion was put before Council to reconsider its September 20, 2016 decision on the zoning by-law amendment. The motion to reconsider lost on a tie vote and the matter proceeded to the LPAT. The City's participation in the appeal was limited to planning evidence provided under summons by the applicant, IN8 (The Capitol Developments Inc. ("IN8")).

On November 9, 2018, the LPAT ordered the repeal of City of Kingston By-Law Number 2016-184, which implemented the zoning for the 16-storey building. The Divisional Court granted IN8 leave to appeal the LPAT decision. Prior to the Court's decision, staff presented [Report Number 19-308](#) to Council to obtain direction for staff to seek consent of the parties to engage in mediation proceedings. Council did not support that request.

On January 10, 2020, the new application filed by IN8 for a 12-storey mixed-use building for 223 Princess Street was deemed complete by staff. On October 6, 2020, Council approved a new zoning by-law amendment for the development of a 12-storey mixed-use building on the lands. Building Kingston's Future Inc. and Frontenac Heritage Foundation (the "Appellants") appealed the zoning by-law amendment to the LPAT. This LPAT appeal is the subject of this report and proposed settlement between the parties.

On October 14, 2020, the Divisional Court dismissed IN8's appeal and the LPAT's decision to repeal the zoning by-law amendment for the 16-storey development stands.

IN8 subsequently filed its own appeal to the LPAT arising from the City's failure to approve the site plan drawings referred to in Section 41(4) of the *Planning Act* within 30 days after submission.

IN8 and the Appellants have independently negotiated a settlement of the LPAT appeals, which is reflected in the signed Minutes of Settlement attached to this report as Exhibit A.

On March 23, 2021, Council met in closed session to consider the settlement proposal. With the supporting technical information provided to City staff late in the evening on Friday, March 19, 2021, Planning Services staff were not afforded the opportunity to complete a detailed technical review of the settlement proposal against the Provincial Policy Statement or the policies of the Official Plan in order to provide a professional planning recommendation to Council for consideration. On that understanding, Council provided the following direction to staff on March 23, 2021:

That Council direct staff to report back on April 6, 2021 with a high-level summary of the settlement that has been agreed to in principle by the

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applicant and appellants in relation to the Local Planning Appeal Tribunal appeal for 223 Princess Street, subject to the City's acceptance of same, and a recommendation regarding the City's participation in the appeal.

The purpose of this report is to provide an overview of the settlement proposal and the Minutes of Settlement negotiated between IN8 and the Appellants. As per Council's direction, City Planning staff are not providing a professional planning recommendation related to this settlement. Accordingly, the City would not be leading the land use planning evidence at any future LPAT proceedings.

Staff are seeking direction from Council for Legal Services staff to attend the LPAT proceedings in order to advise the LPAT that the City does not oppose the granting of the zoning by-law amendment and approval of the site plan, as outlined in the Minutes of Settlement, and to make such other submissions and take such other action as is necessary to represent the City's position to the Tribunal.

Revised Building Design

The revised building design agreed to by IN8 and the Appellants is reflected in the draft zoning by-law amendment attached to the Minutes of Settlement as Schedule "B". Generally, the revised design proposes a nine-storey mixed-use building with 182 residential units (ranging from bachelor to 3-bedroom units) and 7 commercial units. This represents an increase in density from 700 residential units per net hectare in the zoning by-law approved by Council to 740 residential units per net hectare in the proposed zoning by-law.

The overall building height is 28.5 metres, plus a 4.4 metre, centrally located mechanical penthouse and a 1.6 metre roof feature on the Queen Street side.

On the Queen Street frontage, there are step backs at the sixth and eighth storeys. The revised design includes two piercings of the required 39-degree angular plane spanning floors seven to nine. On the Princess Street frontage, the building continues to be significantly setback and fits within a 39-degree angular plane. The revised design continues to incorporate the heritage façade of the former theatre for its Princess Street frontage that is to be restored as part of the overall development. The proposed zoning by-law includes additional provisions for minimum bicycle parking (one bicycle parking space per unit) and storage lockers (minimum of 34 lockers). Rooftop antennas, communication towers and microwave towers have been added as prohibited uses in the proposed zoning by-law.

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The following table provides a high-level comparison of the 12-storey building approved by Council and the proposed 9-storey building subject to the proposed settlement:

Section	Zone Provision	Regulation	Council Approved 12-Storey Design	Current 9-Storey Design
7.2	Minimum Lot Area	Not Applicable	2,539.7 metres square	2,539.7 metres square
7.2	Minimum Lot Frontage	Not Applicable	Princess St.: 9.1 metres Queen St.: 41.3 metres	Princess St.: 9.1 metres Queen St.: 41.3 metres
7.2	Minimum Front Yard	Princess St.: 0 metres Queen St.: less than 1.0 metres	Princess St.: 0 metres Queen St.: 0 metres	Princess St.: 0 metres Queen St.: 0 metres
7.2	Minimum Side Yard	Not Applicable	East: 0 metres West: 2.0 metres	East: 0 metres West: 0 metres
7.2	Minimum Rear Yard	Not Applicable	Not Applicable	Not Applicable
7.2 (C1 Zone)	Maximum Building Height	Height at build-to-Plane 4-storeys, not to exceed 17 metres. Height along angular plane 6-storeys, not to exceed 25.5 metres.	Queen St.: 5-storeys, 17 metres Queen St.: 12-storeys, 37.7 metres	5 storeys, 16.4 metres 9 storeys, 28.5 metres

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Section	Zone Provision	Regulation	Council Approved 12-Storey Design	Current 9-Storey Design
7.2	Angular Plane	Commencement height of the 39-degree angular plane shall be 17 metres.	54-degree angular plane commences at 17 metres	64-degree angular plane commences at 17 metres ¹
7.2.1	Build-To-Plane	Build-to-plane shall match existing setback line of immediately adjacent buildings within the block face. Princess St.: 0 metres Queen St.: less than 1.0 metre	Princess St.: 0 metres Queen St.: 0 metres	Princess St.: 0 metres Queen St.: 0 metres
7.2	Minimum Building Height	2-storeys, not to be less than 8.5 metres	12-storeys, 37.7 metres	9-storeys, 28.5 metres
7.2	Lot Coverage	Maximum:100% Minimum: 20%	90.7 %	86.8 %
7.2	Maximum Density	123 dwelling units per net hectare	700 dwelling units per net hectare	740 dwelling units per net hectare

¹ Note that the parties have requested an alternative definition of angular plane in the proposed zoning by-law that is not measured in degrees, but rather, in points of intrusion into the plane. To facilitate Council's review from a comparison perspective, staff have converted the angular plane provisions from the proposed zoning by-law into a measurement of degrees.

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Section	Zone Provision	Regulation	Council Approved 12-Storey Design	Current 9-Storey Design
7.2	Off-Street Parking Location	Located in a side yard or rear yard	Parking located within an on-site parking garage	Parking located within an on-site parking garage
7.3.3 (C1-3 Zone)	Height at Build-to-Plane Maximum	4-storeys, not to exceed 17 metres	Princess St.: 3-storeys, 12.8 metres (existing)	Princess St.: 3-storeys, 12.8 metres (existing)
7.3.3 (C1-3 Zone)	Maximum Building Height	4-storeys, not to exceed 17 metres	Princess St.: 5-storeys, 17 metres	Princess St.: 6-storeys, 15.6 metres
5.22.5.5	Commercial Off-Street Parking	Not Applicable	1 space provided	0 spaces
5.22.5.6	Residential Off-Street Parking	1 parking space per residential unit (147 spaces)	0.5 spaces per residential unit (95 regular, accessible and visitor spaces provided)	0.5 spaces per residential unit (91 spaces, including accessible spaces)
5.22.4.3.1	Off-Street Parking Dimensions	90-degree angle 2.75 metres by 5.8 metres Aisle = 6.0 metres	90-degree angle 2.6 metres by 5.2 metres Aisle = 6.0 metres	90-degree angle 2.6 metres by 5.2 metres Aisle = 6.0 metres
5.22.6	Accessible Parking	4% of required parking spaces	6 spaces	7 spaces (8 required – to be rectified following execution of the Minutes of Settlement)
5.22.6.2	Accessible Parking Space Dimensions	Type A: 3.4 metres by 6 metres Type B: 2.7 by 6 metres Aisle: 1.5 metres by 6 metres	Type A: 3.4 metres by 5.2 metres Type B: 2.6 metres by 5.2 metres Aisle: 1.5 metres by 6 metres	Type A: 3.4 metres by 5.2 metres Type B: 2.6 metres by 5.2 metres Aisle: 1.5 metres by 6 metres

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Section	Zone Provision	Regulation	Council Approved 12-Storey Design	Current 9-Storey Design
5.21	Off-Street Loading	Other Commercial = 0-551 metres square = 1 loading space	1 loading space	1 loading space
5.21.2	Loading Space Dimensions	3.6 metres by 9 metres by 4.2 metres	3 metres by 7 metres, no vertical obstruction	3 metres by 7 metres, no vertical obstruction
5.21.4	Location of Loading Space	<p>Required to be located on the same lot and shall not overlap any required driveways, parking spaces, internal roads or parking aisles;</p> <p>Arranged so that they avoid interference with the movement of traffic on streets or lanes; Located to the rear of the main front wall and exterior side wall of the main building and shall be screened by a wall, fence or planting so that off-street loading shall not be visible from a street or any abutting residential use.</p>	<p>Loading space located on-site within alley way adjacent to west side of the building.</p> <p>No screening will be provided in order to maintain egress/ingress from Queen Street.</p>	<p>Loading space located on-site within alley way adjacent to west side of the building.</p> <p>No screening will be provided in order to maintain egress/ingress from Queen Street.</p>

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Section	Zone Provision	Regulation	Council Approved 12-Storey Design	Current 9-Storey Design
5.21.5	Access to Loading Space	<p>Access to loading spaces shall be provided by means of one or more unobstructed aisles which:</p> <p>(a) have a minimum unobstructed width of 7.3 metres (24 feet) and a minimum vertical clearance of 4.2 metres (14 feet), and provide sufficient space to permit the maneuvering of vehicles on the lot so as not to obstruct, or otherwise cause a traffic hazard on, an adjacent street or lane.</p> <p>(b) lead to a public or private right-of-way not less than 6 metres (20 feet) in width</p> <p>(c) comply in all other respects with the driveway requirements for parking areas</p>	<p>Not applicable</p> <p>On-site alley 5.38 metres wide with greater than 4.2 metres of vertical clearance. Access provided from Queen Street adjacent to west side of building</p> <p>Loading provided on-site</p> <p>To comply</p>	<p>Not applicable</p> <p>On-site alley 5.3 metres wide with greater than 4.2 metres of vertical clearance. Access provided from Queen Street adjacent to west side of building</p> <p>Loading provided on-site</p> <p>To comply</p>

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Section	Zone Provision	Regulation	Council Approved 12-Storey Design	Current 9-Storey Design
		set out in Section 5.22 of this by-law.		
5.21.5 (Continued)	Access to Loading Space (Continued)	(d) All off-street loading facilities must be surfaced with a capped, hard top substance such as asphalt, or other stable surface treated to prevent the raising of dust and/or loose particles.	To be asphalted	To be asphalted
5.22.8	Bicycle Parking	1 space per residential unit 1.8 metres by 0.6 metres and overhead clearance of 2.1 metres	176 spaces provided 1.8 metres by 0.6 metres and overhead clearance of 2.1 metres	246 spaces (179 standard, 67 premium) Vertical: 0.5 metres by 1.5 metres with 1.2 metre access aisle Horizontal: 0.6 metres by 1.8 metres with 1.5 metres access aisle
5.5	Amenity Area	A minimum of 10 metres square of amenity area shall be provided for each residential unit on a lot.	2,458.6 metres square	2,182.6 metres square

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Section	Zone Provision	Regulation	Council Approved 12-Storey Design	Current 9-Storey Design
		(1,470 metres square required).		
5.5 (Continued)	Amenity Area (Continued)	<p>Amenity areas, if provided as communal space, must be aggregated into one area or grouped into areas of not less than 54.0 square metres.</p> <p>Amenity areas, or any part thereof, shall be designed and located so that the length does not exceed four times the width</p>	<p>To comply</p> <p>To comply</p>	<p>To comply</p> <p>To comply</p>

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The following table provides an overview of the differences in the floorplates proposed under the 12-storey design and the 9-storey proposal:

Floor Level	Floorplate Area Council Approved 12-Storey Design	Floorplate Area Current 9-Storey Proposal
1	2,302.4 square metres	2,204.94 square metres
2	1,715 square metres	2,109.72 square metres
3	1,542.0 square metres	1,999.75 square metres
4	1,544.6 square metres	1,999.75 square metres
5	1,544.5 square metres	1,999.75 square metres
6	1,131.9 square metres	1,808.37 square metres
7	1,016.5 square metres	1,378.16 square metres
8	828.6 square metres	1,265.56 square metres
9	750.5 square metres	1,256.56 square metres
10	750.9 square metres	Not Applicable
11	653.9 square metres	Not Applicable
12	654.6 square metres	Not Applicable

Attached to this report as Exhibit B is a copy of the floor plans.

Section 37 Agreement

In association with the zoning by-law amendment approved by Council, the City sought Section 37 benefits for the proposed development in the amount of \$117,571.82. As a result of the revised building design, the amount of the Section 37 benefits has been recalculated and the parties have agreed to a contribution of \$60,992.24. The form of Section 37 Agreement to be executed by IN8 and the City is attached to the Minutes of Settlement as Schedule "E". IN8 is required to execute the Section 37 Agreement concurrently with execution and delivery of the Site Plan Control Agreement and the Section 37 benefits must be paid to the City prior to issuance of a Building Permit.

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IN8 and the Appellants propose to allocate the Section 37 contribution as follows:

That the Community Benefit be used to undertake a study on ways to improve the overall look and feel of Queen Street from Division Street to Ontario Street to better align with the physical treatments already completed on other downtown streets, for example, Princess and Lower Brock Streets. These public realm improvements could include, for example, upgrades to street lighting, sidewalks, active transportation routes, and the planting of trees and plants. Recommendations, after appropriate public consultations, to be presented to Council for approval and budget discussions by the second quarter of 2022.

Staff advised the parties that the Council-approved workplan for 2022 has already been established as per [Report Number 21-079](#) and that there is currently no budget or staff resources for an additional study of this nature in 2022. Staff proposed to either apply the funds to the City's Density by Design Phase 2 study, which has been approved for 2022 and focusses on the Central Business District, or to defer the requested study to a later date. The Appellants have reiterated their request for a separate study, to be completed by the second quarter of 2022. If Council approves this request as part of the Minutes of Settlement, it will be necessary for staff to remove and/or modify certain elements of the existing Council-approved workplan (which may impact timing for completion of the comprehensive zoning by-law, the Central Kingston Growth Strategy work and/or the Density by Design studies) to accommodate this study from a budgetary and staff resource perspective.

Site Plan Control

As part of the settlement, IN8 is seeking approval of the site plan attached to the Minutes of Settlement as Schedule "D". As indicated above, City staff only received IN8's submission materials on the evening of Friday, March 19, 2021. Accordingly, Planning Services staff were not afforded the opportunity to complete a detailed technical review of the proposed site plan. If Council elects not to oppose an Order of the LPAT approving IN8's site plan, staff recommend that the Commissioner of Community Services be authorized to negotiate and finalize modifications to the site plan drawings with the parties prior to the LPAT hearing to ensure that a Building Permit can be lawfully obtained for the proposed development. By way of example, staff have identified that the site plan attached to the Minutes of Settlement contains only seven barrier free vehicle parking spaces, while the zoning by-law requires eight barrier free vehicle parking spaces. Both parties have acknowledged this issue and have committed to rectifying it following execution of the Minutes of Settlement.

As a condition of the settlement, IN8 will be required to execute the City's standard form Site Plan Control Agreement for the development. In accordance with the City's Site Plan Control By-Law (2010-217), the City will be collecting site securities concurrently with execution of the Site Plan Control Agreement. In addition to the site securities, payment of cash in lieu of parkland will be required in a manner consistent with the *Planning Act* and the City's Parkland Conveyance By-Law (2013-107). IN8 and the Appellants have agreed that the Appellants will have the right to approve all elements of the site plan, subject to the City's standard

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requirements, and the common goal of the parties is to present the final form of Site Plan Control Agreement to the LPAT.

As the site plan is now under the LPAT's jurisdiction, Council's motion to "bump up" the Site Plan Control application for this development no longer applies.

Heritage Easement Agreement

The proposed zoning by-law requires the establishment of a heritage easement related to the retention and protection of the Princess Street façade and marquee. Staff are recommending that a special meeting of Heritage Kingston be held prior to its regular meeting of May 19, 2021, in order to review the heritage easement agreement. Following the consultation, a separate report will be presented to Council recommending execution of a Heritage Easement Agreement with IN8, which will be registered on title to the property. This approval is required prior to a demolition permit being issued for 223 Princess Street.

LPAT Approval of Minutes of Settlement

If Council approves execution of the Minutes of Settlement by the City, the signed Minutes of Settlement will be forwarded to the LPAT as the approval authority for the appeals and a settlement conference will be convened. The LPAT will then conduct an independent review of the zoning by-law amendment and site plan contained in the Minutes of Settlement. As indicated above, in the absence of a professional planning opinion from City staff on the zoning by-law amendment and site plan, IN8 will be required to lead the planning evidence at the LPAT proceedings. IN8, the Appellants and the City have jointly proposed a May 31, 2021 hearing date. The LPAT has not yet confirmed that date.

Existing Policy/By-Law:

None

Notice Provisions:

None

Accessibility Considerations:

None

Financial Considerations:

None

Contacts:

Paige Agnew, Commissioner, Community Services, 613-546-4291 extension 3252

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Jenna Morley, Associate Legal Counsel, Legal Services, 613-546-4291 extension 1365

Other City of Kingston Staff Consulted:

None

Exhibits Attached:

Exhibit A Minutes of Settlement Executed by Applicant and Appellants

Exhibit B Floor Plans

THREE PARTY MINUTES OF SETTLEMENT

BETWEEN :

IN8 (THE CAPITOL) DEVELOPMENTS INC.
("IN8")

OF THE FIRST PART

- and -

BUILDING KINGSTON'S FUTURE INC. and FRONTENAC HERITAGE FOUNDATION
(collectively the "Appellants")

OF THE SECOND PART

- and -

THE CORPORATION OF THE CITY OF KINGSTON
("City")

OF THE THIRD PART

WHEREAS:

- a) IN8 owns the property municipally known as 223 Princess Street, Kingston, Ontario and legally described on **Schedule "A"** ("**223 Princess**");
- b) IN8 made an application to the City to amend the Downtown and Harbour Zoning By-law 96-259 (the "**Zoning By-law**") in order to permit the construction of a mixed-use commercial/residential building at 223 Princess, City File Number D-14-027-2019 (the "**Development**");
- c) The City approved the Development and passed By-law 2020-150, amending the Zoning By-law, on October 6, 2020;
- d) The Appellants appealed By-law 2020-150 to the Local Planning Appeal Tribunal (the "**LPAT**") pursuant to s. 34(19) of the *Planning Act*, R.S.O. 1990, c. P. 13 (the "**Planning Act**"), which appeals are identified as LPAT File Number PL200575 (the "**Zoning By-Law Appeals**");
- e) IN8 made an application to the City for site plan control approval for the Development, which application was accepted by the City on March 19, 2020;

- f) IN8 appealed the City's failure to approve the plans or drawings referred to in s. 41(4) of the *Planning Act* within 30 days after they were submitted to the City for site plan control approval of the Development, which appeal is identified as LPAT File Number PL210132 (the "Site Plan Control Appeal");
- g) The Zoning By-Law Appeals and the Site Plan Control Appeal are hereinafter collectively referred to as the "Appeals";
- h) By resolution passed at the Council meeting of April 6, 2021, Council for the City authorized the Mayor and Clerk to enter into these Minutes of Settlement with IN8 and the Appellants, whereby the City would not oppose settlement of the Appeals;
- i) IN8, the Appellants, and the City (collectively the "Parties", each a "Party") agree that IN8 and the Appellants will request, and the City will not oppose, that the LPAT issue an Order granting approval of the zoning by-law amendment and site plan in accordance with these Minutes of Settlement, subject to execution of a site plan control agreement between IN8 and the City (which must contain, among other provisions, the payment of financial securities and a cash-in-lieu of parkland payment); and
- j) Each of the Parties will participate in such proceedings as may be directed by the LPAT to give effect to these Minutes of Settlement, provided that IN8 will lead the planning evidence to the LPAT at any such proceedings to give effect to these Minutes of Settlement.

NOW THEREFORE, IN CONSIDERATION of the agreement to settle the aforementioned Appeals to the LPAT, and for other good and valuable consideration, the receipt and sufficiency of which is hereby expressly acknowledged, the Parties covenant and agree, to and with each other, as follows:

1. SCHEDULES

1.1 The following schedules form part of this Agreement:

Schedule "A" –	Legal Description of 223 Princess
Schedule "B" –	Zoning By-law Amendment
Schedule "C" –	Approved Drawings in Support of Zoning By-Law Amendment
Schedule "D" –	Site Plan Drawings
Schedule "E" –	Section 37 Agreement

2. CONFIRMATION OF RECITALS

2.1 The Parties confirm and agree that the recitals are true, both in substance and in fact.

3. AGREEMENT TO SETTLE

3.1 The Parties agree to settle the Appeals on the following terms:

- (a) IN8 and the Appellants consent to an Order of the LPAT allowing the Zoning By-Law

Appeals in File Number PL200575, and approving an amendment to the Zoning By-law in the form attached to this Agreement as **Schedule "B"**, and the City does not oppose such Order. The Appellants and IN8 must assist the LPAT with such evidence and submissions, consistent with these Minutes of Settlement, as necessary;

- (b) IN8 agrees that the Appellants are entitled to full notice of all conditions of Site Plan, and shall have the right to approve (as between IN8 and the Appellants) all elements of the site plan (including but not limited to design elements, bicycle parking, and storage), subject to the approval of the City and the City's standard conditions of Site Plan;
- (c) If there is a dispute in relation to clause 3.1(b) of these minutes of settlement, IN8 will consent to the Appellants being added as a party to any existing adjudicative process including LPAT File Number PL210132;
- (d) The City does not oppose an Order of the LPAT allowing the Site Plan Control Appeal in File Number PL210132, and approving the site plan drawings attached to this Agreement as **Schedule "D"**, subject to IN8 executing the City's standard form of site plan control agreement (which must contain, among other provisions, the payment of financial securities and a cash-in-lieu of parkland payment);
- (e) In no event will the Parties seek or support any order of costs by the LPAT against any of the Parties, and the Parties will consent to the LPAT making its Order without costs;
- (f) Contribution by IN8 in the amount of \$60,992.24, will be paid to the City as a Section 37 benefit and IN8 will execute the form of Section 37 Agreement attached as **Schedule "E"** concurrently with execution and delivery of the site plan control agreement; and
- (g) If there is a Notice of Termination issued pursuant to the Section 37 Agreement, the Appellants will be consulted and will approve any future Section 37 Agreement, such approval not to be withheld unreasonably.

4. ENUREMENT

- 4.1 This Agreement enures to the benefit of, and be correspondingly binding upon, the Parties and their respective successors and assigns with respect to all or any portion of 223 Princess and the Development.
- 4.2 IN8 must include in any transfer, deed, conveyance, charge, mortgage or other dealing with its interest in the 223 Princess a limitation to the effect that the transfer, deed, conveyance, charge, mortgage or other dealing is subject to the rights and obligations set out in these minutes of settlement, by express reference to the particulars and will exact from the person or corporation who is acquiring such interest a covenant to obtain a similar covenant with respect to any similar dealing, it being the intent of this Agreement that it be inseparable from ownership of 223 Princess. Notwithstanding the foregoing, this section does not apply to a declaration made pursuant to the *Condominium Act 1998*, S.O. 1998, c. 19, or any subsequent transfer, deed, conveyance, charge, mortgage or other dealing with an individual unit as defined by that Act on the condition that the building has been completely constructed in accordance with these

Minutes of Settlement.

5. FURTHER ASSURANCES

5.1 The Parties covenant and agree that at all times and from time to time hereafter upon every reasonable written request to do so, they must make, execute, deliver or cause to be made, done, executed and delivered, all such further acts so as to effectively implement and carry out the true intent and meaning of this Agreement. The Parties consent to release of these Minutes of Settlement to the public after execution by IN8 and the Appellants.

6. SEVERABILITY

6.1 If any covenant or provision of this Agreement, including all or any part of this clause, is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability attaches only to such provision, and all other provisions hereof continues in full force and effect.

6.2 Furthermore, in lieu of such illegal, invalid or unenforceable provision, there will be added automatically as part of this Agreement, a provision as similar in its terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable in order to effectively implement and carry out the true intent and meaning of this Agreement.

7. INTERPRETATION

7.1 The headings in the body of this Agreement form no part of the Agreement but are inserted for convenience of reference only.

7.2 Reference to an official of the City in this Agreement is deemed to include a reference to the official of the City who performs the duties of the referenced official from time to time.

7.3 Whenever the provisions of this Agreement require an approval or consent of any official of the City, the approval or consent may alternatively be given by City Council or such other official as City Council may direct or is otherwise empowered to act.

7.4 This Agreement must be construed with all changes in number and gender as may be required by the context.

8. GOVERNING LAW

8.1 This Agreement must be construed and enforced in accordance with, and the rights of the Parties must be governed by, the laws of the Province of Ontario and of Canada applicable thereto, and the Parties submit to the jurisdiction of the courts of the Province of Ontario.

8.2 Any reference in this Agreement to any law, by-law, rule, regulation, order or act of any government, governmental body or other regulatory body must be construed as a reference thereto as amended or re-enacted from time to time, or as a reference to any successor thereto.

9. **TIME OF THE ESSENCE**

9.1 Time is of the essence of this Agreement and every part of this Agreement, and no extension or variation of this Agreement must operate as a waiver of this provision.

10. **ELECTRONIC TRANSMISSION AND COUNTERPARTS**

10.1 This Agreement may be transmitted by electronic means of transmission and the reproduction of signatures by way of such electronic means will be treated as though such reproductions were executed originals. Each party undertakes to provide the other with a copy of the Agreement bearing original signatures within a reasonable time after execution. This Agreement may be executed in any number of counterparts and all such counterparts taken together constitute one and the same instrument.

10.2 For greater certainty, this Agreement is only binding once executed by all Parties.

Signature page to follow

IN WITNESS WHEREOF the Parties have hereunto caused their respective hands and/or corporate seals to be affixed as attested to by the hands of their proper signing officers duly authorized in that regard.

EXECUTED at **Toronto**, this 29 day of March, 2021.

IN8 (THE CAPITOL) DEVELOPMENTS INC.

Per:  Signature on Original Document

Name: Darryl Firsten
Title: President

I have authority to bind the Corporation

EXECUTED at _____, this _____ day of _____, 2021.

BUILDING KINGSTON'S FUTURE INC.

Per: _____

Name:
Title:

I/We have authority to bind the Corporation

EXECUTED at _____, this _____ day of _____, 2021.

FRONTENAC HERITAGE FOUNDATION

Per: _____

Name:
Title:

I/We have authority to bind the Corporation

IN WITNESS WHEREOF the Parties have hereunto caused their respective hands and/or corporate seals to be affixed as attested to by the hands of their proper signing officers duly authorized in that regard.

EXECUTED at _____, this day of _____, 2021.

IN8 (THE CAPITOL) DEVELOPMENTS INC.

Per: _____

Name: Darryl Firsten

Title: President

I have authority to bind the Corporation

EXECUTED at _____, this day of _____, 2021.

BUILDING KINGSTON'S FUTURE INC.

Per: _____ Signature on Original Document

Name: Samantha J. King

Title: President

I/We have authority to bind the Corporation

EXECUTED at _____, this day of _____, 2021.

FRONTENAC HERITAGE FOUNDATION

Per: _____ Signature on Original Document

Name: _____

Title: _____

I/We have authority to bind the Corporation



EXECUTED at _____, this _____ day of _____, 2021.

THE CORPORATION OF THE CITY OF KINGSTON

Per: _____

Name: Bryan Paterson

Title: Mayor

Per: _____

Name: John Bolognone

Title: City Clerk

We have authority to bind the Corporation

SCHEDULE A

FIRSTLY: LOT 316 ORIGINAL SURVEY KINGSTON CITY, PART LOTS 309, 310, 317 ORIGINAL SURVEY KINGSTON CITY, PART LOT 318 ORIGINAL SURVEY KINGSTON CITY AS IN FR462372; S/T AND T/W EASEMENT AS IN FR462372; SECONDLY: PART LOT 311 ORIGINAL SURVEY KINGSTON CITY DESIGNATED AS PART 1, PLAN 13R14039; T/W EASEMENT AS IN FR739390; CITY OF KINGSTON [PIN 36049-0458]

SCHEDULE B

By-Law Number 2021-XX

A By-Law to Amend By-Law Number 96-259, "Downtown and Harbour Zoning By- Law of The Corporation of The City of Kingston" (Zone Change from 'C1-3' and 'C1' to 'C1-51-H', 223 Princess Street)

Passed: [Meeting Date]

Whereas by Order of the Minister of Municipal Affairs and Housing, The Corporation of the Township of Kingston, The Corporation of the Township of Pittsburgh and The Corporation of the City of Kingston were amalgamated on January 1, 1998 to form The Corporation of the City of Kingston as the successor municipal Corporation and pursuant to the Minister's Order, any by-laws of the former municipality passed under the *Planning Act* continue as the by-laws covering the area of the former municipality now forming part of the new City; and

Whereas the Council of The Corporation of the City of Kingston deems it advisable to amend By-Law Number 96-259, as amended, of the former City of Kingston;

Therefore be it resolved that the Council of The Corporation of the City of Kingston hereby enacts as follows:

1. By-Law Number 96-259 of The Corporation of the City of Kingston, entitled "Downtown and Harbour Zoning By-Law of The Corporation of the City of Kingston", as amended, is hereby further amended as follows:

1.1. Map 1 of Schedule 'A', as amended, is hereby further amended by changing the zone symbol of the subject site from Heritage Commercial 'C1-3' Zone and Central Business System 'C1' Zone to Site-Specific Holding Central Business System 'C1-51-H' Zone, as shown on Schedule "A" attached to and forming part of By-Law Number 2021-__.

1.2. By **adding** a new subsection 7.3.51 thereto as follows:

"7.3.51 223 Princess Street

Notwithstanding any provisions of this By-Law to the contrary, on the lands designated 'C1-51-H' on Schedule 'A' hereto, the following regulations apply:

7.3.51.1 Definitions

"Mixed Commercial/Residential Development" means a building or structure which is used for a combination of commercial and residential uses where the ground floor frontage on Princess Street is used for commercial purposes.

7.3.51.2 Permitted Uses

The only permitted uses are:

Commercial Uses

Auditorium or Public Hall
Art Gallery
Bakery
Bake Shop
Bank or Financial Establishment
Church or Religious Institution
Commercial Entertainment Establishment
Commercial Establishment
Commercial Recreational Facility
Commercial School
Community or Recreation Centre
Computer Programming Establishment
Convenience Store
Data Processing Establishment
Day Care Centre
Drugstore/Pharmacy
Dry Cleaning Outlet
Florist
Food Store
Funeral Home
Government Office
Home Occupation
Laundry, Coin Operated
Liquor or Beer Store
Medical Clinic

Medical Office
Nursing Home
Office
Office Supply and Equipment Sales, Rental and Service
Personal Service Establishment
Pet-Grooming Establishment
Photo or Artist Studio
Photocopying or Blueprinting Shop
Photofinishing Establishment
Postal or Courier Service
Private Social and Cultural Facility
Public Use
Radio or Television Studio
Rental Outlet
Repair Service
Restaurant
Restaurant, Outdoor Patio
Restaurant, Take-Out
Service Establishment
Specialty Retail Store
Telecommunications Services

Non-Commercial Uses:

Community Home
Community Support House
Crisis Care Shelter
Home Occupation
Recovery Home
Residential Care Facility

Mixed Uses:

Mixed Commercial/Residential Development

7.3.51.3 Prohibited Uses

- Roof Top Antennas
- Communication Towers
- Microwave Towers

7.3.51.4 Regulations

(a) Minimum Front Yard: 0.0 metres

(b) Maximum Building Height:

(i) No part of the building may exceed the height limits (in metres) as shown on Schedule 'B', attached hereto and forming part of By-Law 2021-____

(ii) In addition, the following applies:

(a) Princess Street frontage: Second storey is built to the Princess Street property line and has a maximum building height of 11.0 metres. Fifth storey steps back 7.6 metres and has a maximum building height of 15.6 metres. The outdoor amenity area located on the sixth level is setback 23.8 metres from the Princess Street property line and must have a maximum building height of 15.6 metres. No part of the building may intrude into the 39 degree angular plane.

(b) Queen Street frontage: Fifth storey is built to the Queen Street property line and has a maximum building height of 16.4 metres. Sixth and seventh storeys step back 3.0 metres and the seventh storey has a maximum building height of 22.5 metres. Eighth and ninth storeys step back a further 3.2 metres and the ninth storey has a maximum building height of 28.5 metres. Mechanical penthouse has a maximum building height of 33.3 metres.

(iii) Height is measured from the average finish grade of 91.11 m (High point = 91.91 m and Low point = 90.25 m)

(c) Angular Plane:

(i) The 39-degree angular plane is shown on Schedule 'C' attached hereto and forming part of By-law 2021-____

- (a) The commencement height of the 39-degree angular plane at the Princess Street build-to-plane is 17 metres with no intrusions.
- (b) The commencement height of the 39-degree angular plane at the Queen Street build-to-plane is 17 metres, with allowable intrusions starting at a building height of 19.4 metres and ending at a building height of 28.5 metres. At a height of 16.4 metres the building steps back 3.0 metres from the Queen Street frontage build-to-plane line. At a height of 22.5 metres the building steps back a further 3.2 metres from the Queen Street frontage build-to-plane line. At a height of 28.5 metres the location of the mechanical penthouse steps back 27.2 metres from the Queen Street frontage. The mechanical penthouse does not intrude into the angular plane. Ornamental building features which project off the face of the building up to 0.3 metres, including cornices and parapets, may intrude into the angular plane.
- (d) Build-to-Plane: 0 metres.
- (e) Maximum Residential Density: 740 residential units per net hectare.
- (f) Residential Off-Street Parking:
 - (i) A minimum parking ratio of 0.5 parking spaces per residential unit.
 - (ii) Vertical stacked parking structures or facilities are permitted to be located in the parking areas.
- (g) Minimum Parking Space Dimensions: 2.6 metres wide by 5.2 metres long
- (h) Minimum Barrier-Free Parking Space Dimensions:
 - (i) Type 'A': 3.4 metres wide by 5.2 metres long
 - (ii) Type 'B': 2.6 metres wide by 5.2 metres long
 - (iii) Minimum Accessible Aisle Dimensions: 1.5 metres by 5.2 metres and marked with high tonal contrast diagonal lines
- (i) Minimum Loading Space Dimensions: 3.0 metres by 7.0 metres
- (j) Minimum Bicycle Parking: A minimum of 1 bicycle parking space per unit, including spaces for ebikes and scooters. Bicycle parking will be a range of standard and premium spaces with a minimum of 10 percent premium spaces providing individual bicycle storage lockers. Vertical bicycle storage spaces will

have a minimum size of 0.5 m wide and 1.5 m deep with a 1.2 m wide access aisle. Horizontal bicycle storage spaces will have a minimum size of 0.6 m wide and 1.8 m deep with a minimum access aisle width of 1.5 m.

(k) Location of Loading Spaces: Loading spaces are located on-site within the existing alley way in the front yard adjacent to Queen Street adjacent to the west side of the building.

(l) Access to Loading Spaces: Loading spaces are accessed via the existing 5.3-metre-wide alley way adjacent to the west side of the building. Loading spaces are not required to be screened from Queen Street.

(m) Storage Lockers: A minimum of 34 storage lockers will be provided for the entire building, with a minimum of 2 storage lockers provided per floor and a minimum size of 3 square metres per locker.

(n) Community Benefits: The Owner will provide the City with a payment of \$60,992.24 as a community benefit contribution to be used to finance a study on ways to improve the overall look and feel of Queen Street from Division Street to Ontario Street to better align with the physical treatments already completed on other downtown streets, for example, Princess and Lower Brock Streets. These public realm improvements could include, for example, upgrades to street lighting, sidewalks, active transportation routes, and the planting of trees and plants. Recommendations, after appropriate public consultations, will be presented to Council for approval and budget discussions by Q2 2022.

(o) Holding Symbol

(a) The use and removal of the Holding (H) Symbol must be in accordance with the provisions of Section 6.3 of this By-Law.

(b) The Holding Symbol will not be removed until such time as the following requirements have been met to the satisfaction of the municipality:

(i) Completion and peer review (at the expense of the owner) of a Detailed Noise Study by a qualified person (as defined by the municipal requirements). The Detailed Noise Study must include any necessary mitigation measures resulting from Council's approval of the site as a Class 4 designation under NPC-300. The mitigation measures must be secured in any required agreements, including a Site Plan Control Agreement prior to the removal of the Holding Symbol;

(ii) Completion of a detailed Servicing Report (at the expense of the owner) that includes an evaluation of the existing water service and its

adequacy for firefighting water, factoring in building size, design and use in accordance with the Water Supply for Public Firefighting, Fire Underwriters Survey. The Servicing Report must also include data with respect to existing fire flows measured through accurate testing of flowing hydrants on existing water mains;

(iii) Approval on all elements of the site plan (including but not limited to design elements, bicycle parking, and storage) and elevations by the Frontenac Heritage Foundation and Building Kingston's Future Inc.; and

(iv) A Heritage Easement is established by the City of Kingston related to the retention and protection of the Princess Street façade and marquee.

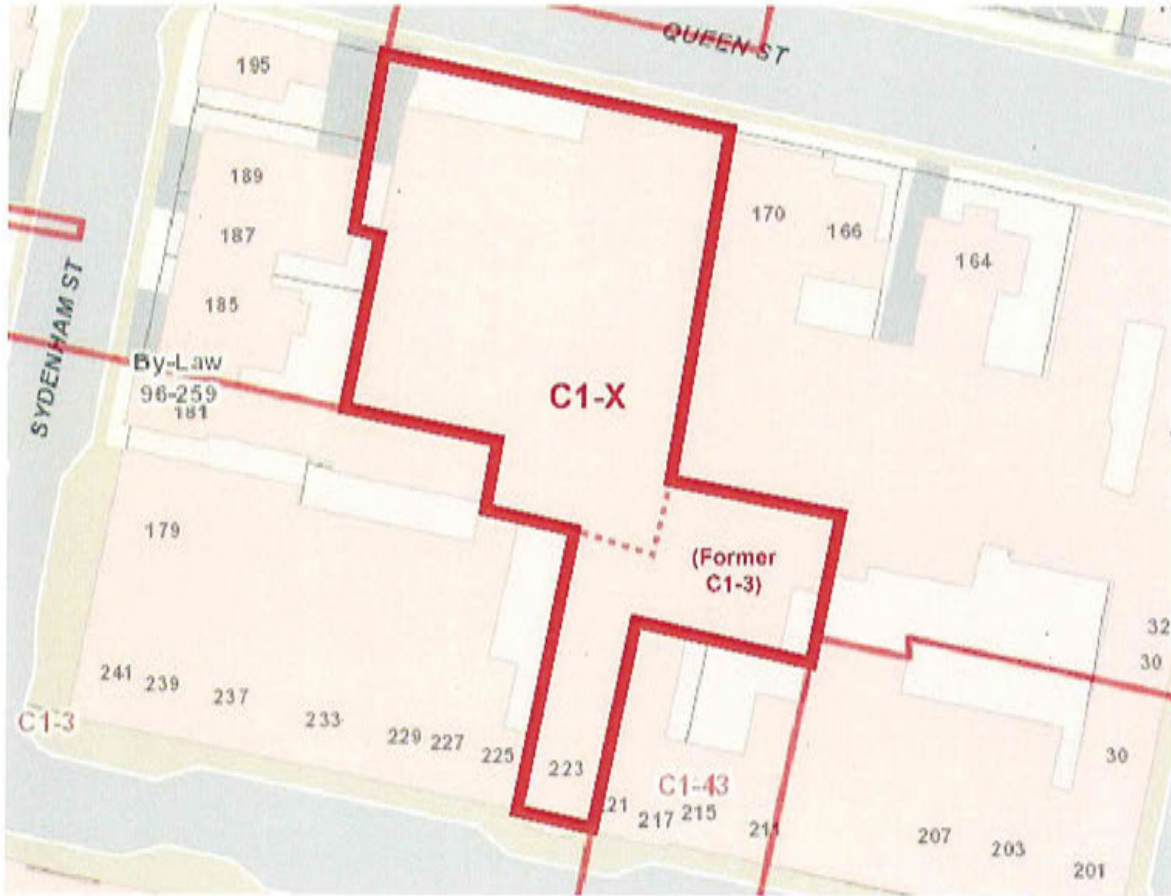
2. That this by-law will come into force in accordance with the provisions of the *Planning Act*.

Given all Three Readings and Passed: [Meeting Date]

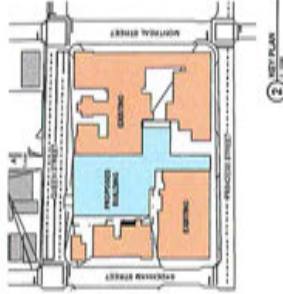
John Bolognone
City Clerk

Bryan Paterson
Mayor

Schedule 'A'

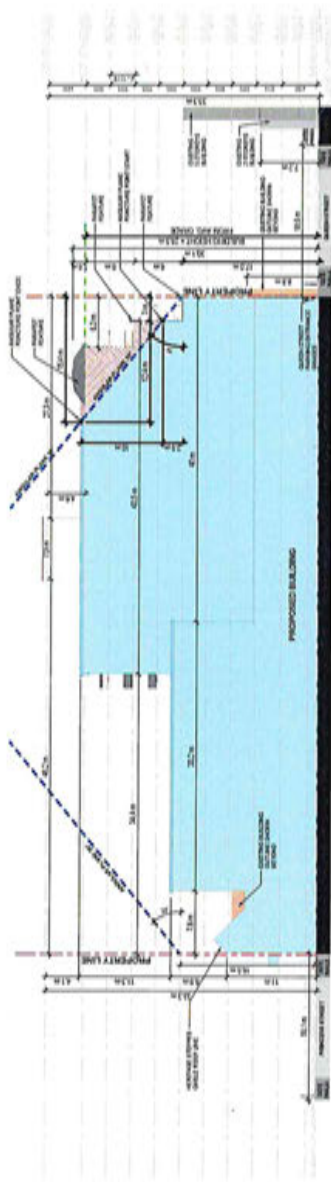


Schedule 'C' - Angular Plane



GENERAL NOTES:

1. THIS SCHEDULE 'C' IS A PRELIMINARY SCHEDULE 'C' AND IS NOT TO BE USED FOR CONSTRUCTION.
2. THE PROPOSED BUILDING IS SHOWN IN ORANGE AND THE EXISTING BUILDING IS SHOWN IN BLUE.
3. THE PROPOSED BUILDING IS SHOWN WITH A 15% SLOPE TO THE NORTH.
4. THE PROPOSED BUILDING IS SHOWN WITH A 15% SLOPE TO THE SOUTH.
5. THE PROPOSED BUILDING IS SHOWN WITH A 15% SLOPE TO THE WEST.
6. THE PROPOSED BUILDING IS SHOWN WITH A 15% SLOPE TO THE EAST.
7. THE PROPOSED BUILDING IS SHOWN WITH A 15% SLOPE TO THE NORTHWEST.
8. THE PROPOSED BUILDING IS SHOWN WITH A 15% SLOPE TO THE SOUTHWEST.
9. THE PROPOSED BUILDING IS SHOWN WITH A 15% SLOPE TO THE NORTHEAST.
10. THE PROPOSED BUILDING IS SHOWN WITH A 15% SLOPE TO THE SOUTHEAST.
11. THE PROPOSED BUILDING IS SHOWN WITH A 15% SLOPE TO THE WESTERN STREET.
12. THE PROPOSED BUILDING IS SHOWN WITH A 15% SLOPE TO THE NORTHERN STREET.
13. THE PROPOSED BUILDING IS SHOWN WITH A 15% SLOPE TO THE PRINCESS STREET.
14. THE PROPOSED BUILDING IS SHOWN WITH A 15% SLOPE TO THE WESTERN STREET AND NORTHERN STREET.
15. THE PROPOSED BUILDING IS SHOWN WITH A 15% SLOPE TO THE WESTERN STREET AND PRINCESS STREET.
16. THE PROPOSED BUILDING IS SHOWN WITH A 15% SLOPE TO THE NORTHERN STREET AND PRINCESS STREET.
17. THE PROPOSED BUILDING IS SHOWN WITH A 15% SLOPE TO THE WESTERN STREET, NORTHERN STREET AND PRINCESS STREET.
18. THE PROPOSED BUILDING IS SHOWN WITH A 15% SLOPE TO THE WESTERN STREET AND NORTHERN STREET AND PRINCESS STREET.
19. THE PROPOSED BUILDING IS SHOWN WITH A 15% SLOPE TO THE WESTERN STREET, NORTHERN STREET AND PRINCESS STREET.
20. THE PROPOSED BUILDING IS SHOWN WITH A 15% SLOPE TO THE WESTERN STREET, NORTHERN STREET AND PRINCESS STREET.



1 SIGHT LINE DIAGRAM - SECTION A

SRM PROJECTS INC.

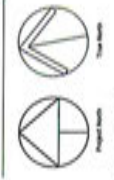
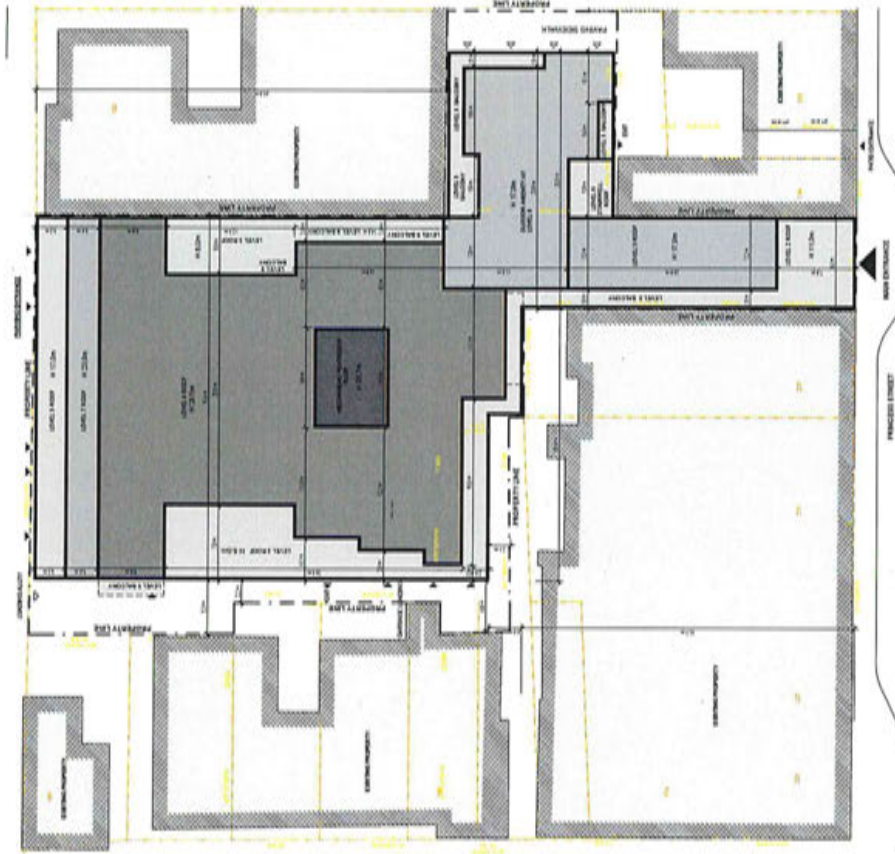
19026
223 PRINCESS STREET,
KINGSTON

SIGHT LINE DIAGRAM -
ALTERNATIVE MASSING

PRELIMINARY

SKA-A

SCHEDULE C



NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMITTING	11/15/2021
2	ISSUED FOR PERMITTING	11/15/2021
3	ISSUED FOR PERMITTING	11/15/2021
4	ISSUED FOR PERMITTING	11/15/2021
5	ISSUED FOR PERMITTING	11/15/2021
6	ISSUED FOR PERMITTING	11/15/2021
7	ISSUED FOR PERMITTING	11/15/2021
8	ISSUED FOR PERMITTING	11/15/2021
9	ISSUED FOR PERMITTING	11/15/2021
10	ISSUED FOR PERMITTING	11/15/2021

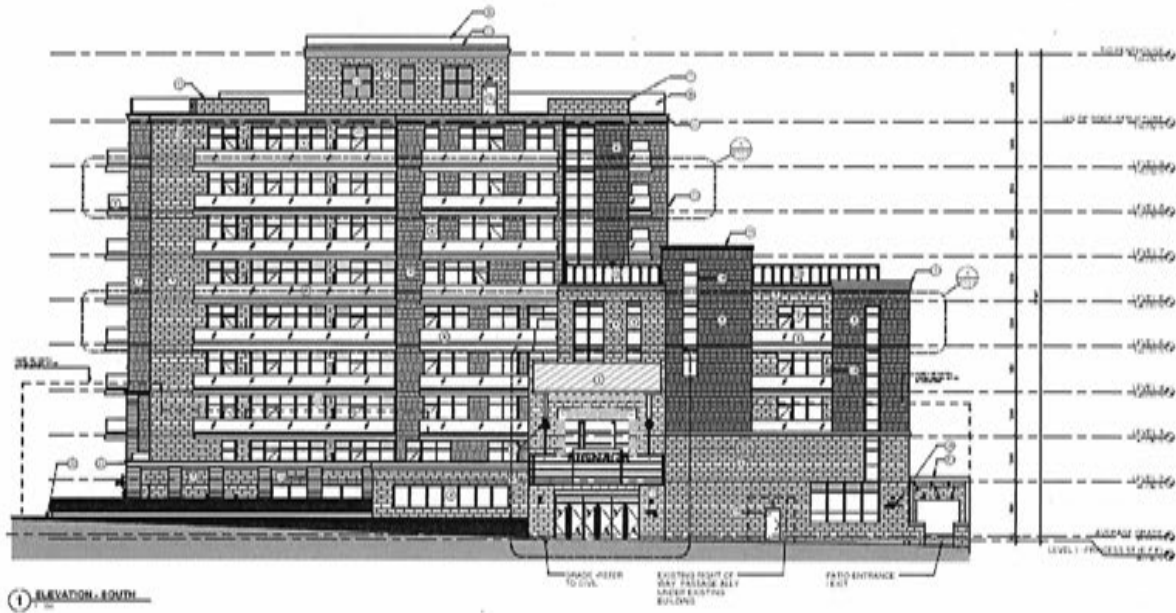


19026
223 PRINCESS STREET,
KINGSTON

HEIGHT MAP PLAN

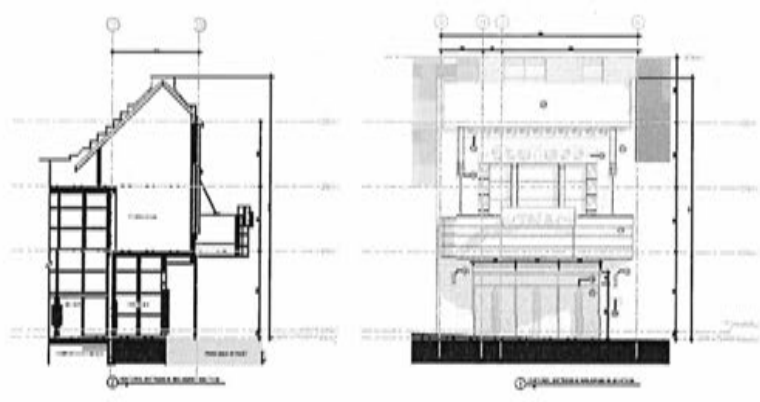
PRELIMINARY
A1.3 - r5

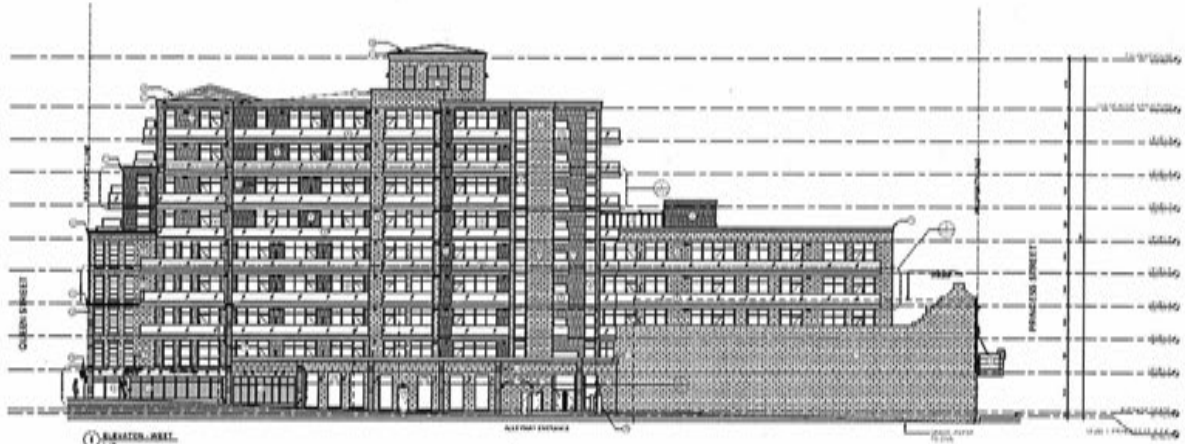
SCHEDULE D CONT'D



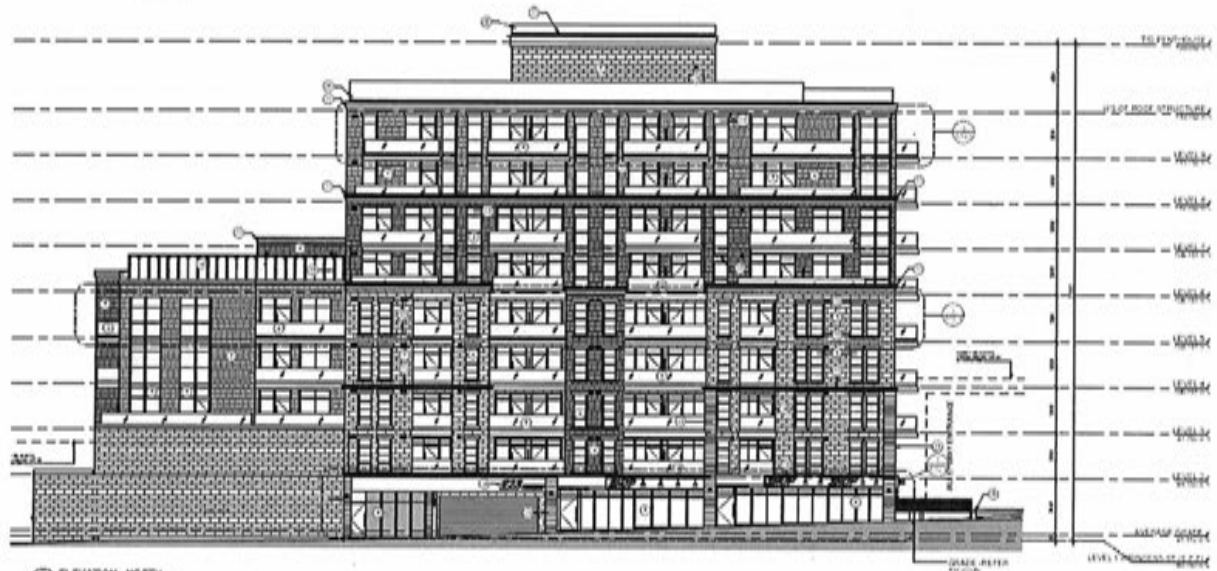
Princess Street Elevation

Princess Street Entrance
(Section/Elevation)

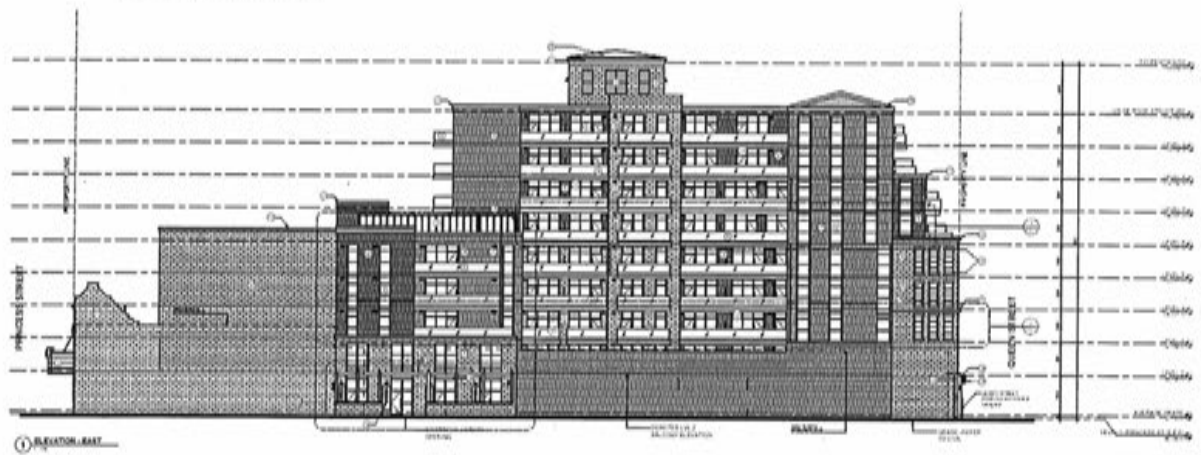




West Elevation



Queen Street Elevation



East Elevation

SCHEDULE E

SECTION 37 AGREEMENT

THIS AGREEMENT made this ____ day of _____, 2021.

BETWEEN:

IN8 (THE CAPITOL) DEVELOPMENTS INC.

(the "Owner")

OF THE FIRST PART

- and -

THE CORPORATION OF THE CITY OF KINGSTON

(the "City")

OF THE SECOND PART

WHEREAS:

- A. The Owner is the registered owner of the lands known municipally as 223 Princess Street (the "**Owner's Lands**"), as more particularly described in Schedule "A" attached to this Agreement;
- B. The Owner proposes to construct a 9-storey mixed-use building with commercial and residential uses on the Owner's Lands (the "**Development**");
- C. In connection with the Development, the Owner applied for amendments to the zoning by-law to increase height and density beyond that otherwise permitted on the Owner's Lands;
- D. Subsection 37(1) of the *Planning Act*, R.S.O. 1990, c. P.13 (the "**Act**") states that the council of a local municipality may, in a by-law passed under Section 34 of the Act, authorize increases in the height and density of development otherwise permitted by the by-law in return for the provision of such facilities, services or matters as are set out in the by-law;
- E. Subsection 37(2) of the Act requires that a by-law under Subsection 37(1) may not be

enacted unless the municipality has an official plan in effect that contains provisions relating to the authorization of increases in height and density of a development;

- F. The Official Plan for the City of Kingston contains provisions relating to the authorization of increases in height and density of development;
- G. Subsection 37(3) of the Act states that where an owner of land elects to provide facilities, services or matters in return for an increase in the height or density of development, the municipality may require the owner to enter into one or more agreements with the municipality dealing with the facilities, services or matters; and
- H. The parties have agreed to enter into this Agreement to secure the provision of such facilities, services or matters, as permitted by Subsection 37(3) of the Act.

NOW WITNESSETH that in consideration of the mutual covenants herein contained, the parties agree as follows:

ARTICLE 1

ZONING BY-LAW AMENDMENT

- 1.1 The Owner acknowledges and agrees that, in accordance with the requirements of By-Law 2021-XX (A By-Law to Amend By-Law Number 96-259, "Downtown and Harbour Zoning By-Law of The Corporation of The City of Kingston" (Zone Change from 'C1-3' and 'C1' to 'C1-51-H', 223 Princess Street)), as approved by the Local Planning Appeal Tribunal (the "**Zoning By-Law Amendment**"), and Section 37 of the Act, increases in height and density of the Development shall be permitted by the Zoning By-Law Amendment in exchange for those matters, facilities and services contemplated in this Agreement.

ARTICLE 2

COMMUNITY BENEFITS CONTRIBUTION

- 2.1 In consideration of the City's acceptance of the Zoning By-Law Amendment, the Owner shall provide a contribution of \$60,992.24 (the "**Community Benefits Contribution**") to be applied by the City toward the cost of undertaking a study on ways to improve the overall look and feel of Queen Street from Division Street to Ontario Street to better align with the physical treatments already completed on other downtown streets, for example, Princess and Lower Brock Streets. These public realm improvements could include, for example, upgrades to street lighting, sidewalks, active transportation routes, and the planting of trees and plants. Recommendations, after appropriate public consultations, will be presented to Council for approval and budget discussions by Q2 2022.

- 2.2 Prior to issuance of an above grade building permit, the Owner shall deliver to the City a certified cheque in the amount of the Community Benefits Contribution.
- 2.3 The Community Benefits Contribution shall be indexed upwardly from the date of the registration of this Agreement to the date the payment is made in accordance with the Single Detached House Construction Price Index for Ottawa-Gatineau, reported quarterly by Statistics Canada in Building Construction Price Indexes Publication No. 327-0058, or its successor.

ARTICLE 3

REALLOCATION OF COMMUNITY BENEFITS CONTRIBUTION

- 3.1 In the event the Community Benefits Contribution has not been used for the Queen Street public realm work within five (5) years from the date of this Agreement, the Community Benefits Contribution may be redirected for affordable housing in the Central Business District.

ARTICLE 4

PAYMENTS

- 4.1 The Owner acknowledges that any contributions or payments made to the City pursuant to this Agreement are separate and distinct from any other payments the Owner may be liable for pursuant to the Act or any other applicable legislation and City by-laws, including parks levy payments pursuant to Section 42 of the Act and development charges pursuant to the *Development Charges Act, 1997*, S.O. 1997, c. 27.

ARTICLE 5

INTENTION OF PARTIES

Further Assurances

- 5.1 The parties hereto covenant and agree that at all times and from time to time hereafter, upon every reasonable written request so to do, they shall make, execute, deliver or cause to be made, done, executed and delivered, all such further acts, deeds, assurances and things as may be required for more effectively implementing and carrying out the true intent and meaning of this Agreement.

City Council's Legislative Discretion

- 5.2 None of the provisions of this Agreement are intended to operate, nor shall they have

the effect of operating in any way to fetter either the City Council, which authorized the execution of this Agreement, or any of its successors in the exercise of any of City Council's legislative or quasi-judicial powers. Without limiting the generality of the foregoing, such powers include the power to pass, amend or repeal by-laws; to adopt, amend or rescind Official Plan amendments; or any discretionary power that the City has under law to approve or withhold approval of any demolition, relocation, construction, alteration, re-modeling or any other things or act which may materially affect any building, structure or part thereof that is subject to this Agreement.

ARTICLE 6

COMPLETION AND UNWINDING

- 6.1 After the Final Confirmation Date, Section 6.6 shall have no further effect.
- 6.2 The "**Final Confirmation Date**" for the purposes of this Agreement shall be the second day, other than a Saturday, Sunday or public holiday in Ontario, following the later of:
- (a) the Date of Final Approval of the Zoning By-law Amendment by the Local Planning Appeal Tribunal; and
 - (b) such other date that the Parties may agree to, provided that the occurrence of the Final Confirmation Date in accordance with the foregoing shall be expressly conditional upon the occurrence of the Date of Final Approval of the Zoning By-law Amendment.
- 6.3 The "**Date of Final Approval of the Zoning By-law Amendment**" for the purposes of this Agreement shall be the first day upon which all of the provisions of the Zoning By-law Amendment have come into force and in effect, with all applicable appeal periods having lapsed, with no rehearing requests to the Local Planning Appeal Tribunal or Applications to Court having been launched with respect thereto, or with any such appeals or rehearing requests having been finally determined in favour of the Zoning By-law Amendment, so that a Building Permit would be issued by the Chief Building Official, permitting the construction contemplated by the Zoning By-law Amendment to the height and density as permitted thereunder, upon the Owner obtaining all requisite approvals, submitting the appropriate applications for a Building Permit, and paying the requisite application fees.
- 6.4 For the purposes of this Agreement, the term,
- (a) "**Application to Court**" includes an application for leave to appeal, an appeal, an application for judicial review, an application to quash pursuant to the *Municipal Act* and an appeal(s) from a decision or

order in respect of any of these which are made to a Court;

- (b) **"Final Disposition"** means any of the following events,
- (i) the entry of an Order of the Local Planning Appeal Tribunal finally disposing of the Zoning By-law Amendment which rejects the Zoning By-law Amendment or results in amendments to the Zoning By-law Amendment that reduce the permitted height or density of the Development;
 - (ii) the entry of an Order of the Local Planning Appeal Tribunal which follows a rehearing by the Local Planning Appeal Tribunal finally disposing of the Zoning By-law Amendment or certain parts thereof which rejects the Zoning By-law Amendment or results in amendments to the Zoning By-law Amendment that reduce the permitted height or density of the Development; or
 - (iii) the entry of an Order of the Court which finally disposes of an Application to Court and rejects the Zoning By-law Amendment or results in amendments to the Zoning By-law Amendment that reduce the permitted height or density of the Development.

6.5 The date of unwinding of this Agreement (the **"Unwinding Date"**), should such occur, shall be the earlier of:

- (a) the date of Final Disposition of the Zoning By-law Amendment if the Final Disposition rejects the Zoning By-law Amendment; and
- (b) the date of expiry of the sixty-day period specified in a Notice of Termination, which is given by any of the Parties pursuant to Section 6.6.

6.6 On the occurrence of a Final Disposition of the Zoning By-law Amendment which results in the Zoning By-law Amendment coming into force and effect with amendment(s) that reduce the permitted height or density of the Development to that permitted in the Zoning By-law prior to the Zoning By-law Amendment, then at any time within thirty (30) days from the date of Final Disposition, sixty (60) days written notice terminating this Agreement (the **"Notice of Termination"**) may be given by either of the Parties to the other. If either Party gives a Notice of Termination to the other, the Unwinding Date shall occur on the expiry of the sixty-day period specified in the Notice of Termination. If a Notice of Termination is not given, the amendment(s) shall be deemed to be accepted by both Parties, and the Zoning By-law Amendments shall be irrevocably deemed to be a Final Approval for purposes of this Agreement.

- 6.7 Upon the occurrence of the Unwinding Date, this Agreement shall be null and void and have no further force and effect. On or after the occurrence of the Unwinding Date, the Owner, at its own expense, may expunge registration of this Agreement by appropriate means according to the requirements of the land registry system and the City shall cooperate with all requests of the Owner, acting reasonably, in such respect, including the execution of releases and quit claims in suitable form for registration, at no cost to the City.

ARTICLE 7

GENERAL COVENANTS

Enurement

- 7.1 Subject to Sections 6.5 and 6.6, the covenants, rights, duties, provisos, conditions and obligations in this Agreement shall enure to the benefit of each party and their respective successors and assigns. Without limiting the generality of the foregoing, the parties and their successors and assigns shall be entitled to enforce the provisions of this Agreement which are covenants, duties, or obligations of each other against each other and their respective successors and assigns.

City Not Bound as Owner

- 7.2 Notwithstanding anything in this Agreement to the contrary, if the City retains ownership of any part of the Owner's Lands, acquires any part of the Owner's Lands for any purpose, or enters into a lease for any part of the Owner's Lands, the City shall not be bound by this Agreement as an owner.

Notices

- 7.3 Any demand, notice or communication to be provided under this Agreement shall be in writing and may be given by personal delivery, by prepaid courier, or sent by prepaid registered mail, addressed to the respective parties as follows:

To the City: The Corporation of the City of Kingston
216 Ontario Street
Kingston, Ontario
K7L 2Z3
Attention: City Clerk

To the Owner: IN8 (The Capitol) Developments Inc.
44 Peter Street
St. Clements, Ontario

N0B 2M0

or to any other address or person that the party designates. Any notice, if delivered personally or by courier, is deemed to have been given when actually received. Such addresses may be changed from time to time by either party giving notice as provided above.

Jurisdiction to Enter into Agreement

- 7.4 If any individual provision(s) of this Agreement is or is determined by a court of competent jurisdiction to be illegal or beyond the power, jurisdiction or capacity of any party bound by this Agreement, such provision shall be severed from this Agreement, and the remainder of this Agreement shall continue in full force and effect with the necessary changes; and in such case, the parties agree to negotiate in good faith to amend this Agreement in order to implement the intentions as set out in this Agreement.

Interpretation

- 7.5 The headings in the body of this Agreement do not form part of this Agreement and have been inserted for convenience only.
- 7.6 This Agreement shall be construed with all changes in number and gender as may be required by the context.

Time to be of Essence

- 7.7 Time shall be of the essence of this Agreement.

Failure is Not Waiver

- 7.8 The failure of the City at any time to require performance by the Owner of any obligation under this Agreement shall in no way affect its right thereafter to enforce such obligation, nor shall any such waiver be taken or held to be a waiver of the performance of the same or any other obligation hereunder at any later time.

Specific Performance

- 7.9 The Owner acknowledges that any breach of this Agreement by the Owner would not be adequately compensated by payment of damages and, accordingly, the Owner acknowledges that specific performance is an appropriate form of remedy in the event of default by the Owner.

Registration

- 7.10 The Owner consents to the registration of this Agreement against title to the Owner's Lands in priority to all other financial encumbrances and the Owner agrees to do such things and to obtain such discharges, releases or postponements as are required to permit this Agreement to be so registered in priority to all other financial encumbrances against the Owner's Lands. The Owner shall pay for all costs of preparing and registering this Agreement.

Unavoidable Delay

- 7.11 Notwithstanding anything in this Agreement to the contrary, if the Owner or the City is bona fide delayed in or prevented from performing any obligation under this Agreement by reason of strikes or other labour disturbances, civil disturbance, material or labour shortage, restrictive government laws, including but not limited to the issuance of required permits, regulations or directives, acts of public enemy, war, pandemic, terrorism, riots, sabotage, crime, lightning, earthquake, fire, hurricane, tornado, flood, explosion or other act of God, then the performance of such obligation is excused for so long as such cause exists, and the party so delayed shall be and is entitled, without being in breach of this Agreement, to carry out such obligations within the appropriate time period after the cessation of such cause. Nothing in this Section 6.11 shall operate to excuse the Owner from prompt payment any sums required to be paid by the Owner to the City under this Agreement.

Governing Law

- 7.12 This Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of Ontario and of Canada and the parties submit to the jurisdiction of the courts of Ontario.
- 7.13 Any reference in this Agreement to any law, by-law, rule, regulation, order or act of any government, governmental body or other regulatory body shall be construed as a reference thereto as amended or re-enacted from time to time or as a reference to any successor thereto.

Counterparts

- 7.14 This Agreement may be executed in counterparts, each of which counterparts so executed together shall constitute one and the same agreement.

Amendment

- 7.15 The Owner and the City may amend this Agreement in writing from time to time and upon the consent of both parties without any further amendment to the Zoning By-

Law Amendment.

IN WITNESS WHEREOF the Parties have hereunto caused their respective hands and/or corporate seals to be affixed as attested to by the hands of their proper signing officers duly authorized in that behalf.

IN8 (THE CAPITOL) DEVELOPMENTS INC.

Per: _____

Name:

Title:

Per: _____

Name:

Title:

I/We have authority to bind the corporation.

**THE CORPORATION OF THE CITY OF
KINGSTON**

Per: _____

Name: Bryan Paterson

Title: Mayor

Per: _____

Name: John Bolognone

Title: City Clerk

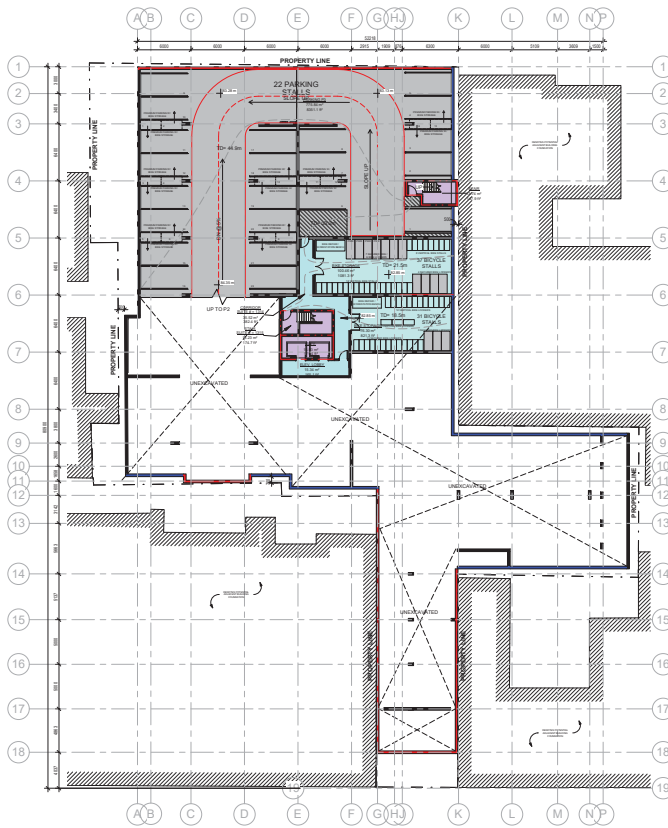
We have authority to bind the corporation.

SCHEDULE "A"
OWNER'S LANDS

PIN: 36049-0458 (LT)

FIRSTLY: LOT 316 ORIGINAL SURVEY KINGSTON CITY, PART LOTS 309, 310, 317 ORIGINAL SURVEY KINGSTON CITY, PART LOT 318 ORIGINAL SURVEY KINGSTON CITY AS IN FR462372; S/T AND T/W EASEMENT AS IN FR462372

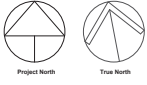
SECONDLY: PART LOT 311 ORIGINAL SURVEY KINGSTON CITY DESIGNATED AS PART 1, PLAN 13R14039; T/W EASEMENT AS IN FR739390 CITY OF KINGSTON



1 U.G. PARKING P3

P3 PARKING AREA	
Area - Use	Area
Parking	775.84 m ²
Storage	106.46 m ²
Circulation	35.52 m ²
Vertical Service	16.23 m ²
Vertical Service	13.74 m ²
Vertical Service	15.83 m ²
Circulation	15.34 m ²
Storage	76.30 m ²
Grand total	1045.35 m²

PARKING COUNT	
P3	-- 22 PARKING STALLS
P2	-- 31 PARKING STALLS (P.F.)
P1	-- 18 PARKING STALLS
P11	-- 22 PARKING STALLS (P.F.)
P211	-- 18 PARKING STALLS (P.F.)



GENERAL NOTES

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- ALL WORK SHALL COMPLY WITH THE 2012 ONTARIO BUILDING CODE AND AMENDMENTS.
- CONTRACTORS MUST CHECK AND VERIFY ALL DIMENSIONS PRIOR TO THE ADJUSTED AND BEFORE ANY PROCEEDING WITH THE WORK.
- ALL CONTRACTORS AND SUB-CONTRACTORS SHALL BE A SET OF APPROVED CONSTRUCTION DOCUMENTS BEFORE ALL TRADES.
- ALL DOCUMENTS REMAIN THE PROPERTY OF THE ARCHITECT. CONTRACTORS USE REPRODUCTION AND/OR REPRODUCTION OF THESE DOCUMENTS IS PROHIBITED WITHOUT WRITTEN PERMISSION. THE CONTRACT DOCUMENTS SHALL BE PROVIDED BY THE CONSULTANT FOR THE ACCOUNT OF THE OWNER.
- THE MATERIALS AND METHODS OF CONSTRUCTION SHALL BE APPROVED BY THE ARCHITECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PREPARATION. ANY USE, WHICH A THIRD PARTY MAKES OF THE CONTRACT DOCUMENTS, BEYOND REPRODUCTION AND/OR REPRODUCTION, SHALL BE THE RESPONSIBILITY OF SUCH THIRD PARTY.
- THE OWNER SHALL ACCEPT AND BE RESPONSIBLE FOR DAMAGES, IF ANY, SUSTAINED BY ANY THIRD PARTY AS A RESULT OF OCCUPANCY OR ACTIONS BASED ON THE CONTRACT DOCUMENTS.

FLOOR PLAN LEGEND

- MAIN ENTRANCE
 - SECONDARY ENTRANCE
 - EMERGENCY EXIT
 - TRAVEL DISTANCE
 - 15 HR. FIRE SEPARATION
 - 2 HR. FIRE SEPARATION
- AREA LINE LEGEND**
- Circulation
 - Parking
 - Storage
 - Vertical Service

No.	Date	Revisions
1	2011-02-27	ISSUED FOR PERMITTING

19026
223 PRINCESS STREET,
KINGSTON

sr
ARCHITECTS INC.

Project No: 19026
Project Date: 2011-02-27
Drawing No: GM
Drawing Date: MAY
Project Location: 2011-02-27 2:36:18 PM

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223 PRINCESS STREET,
KINGSTON

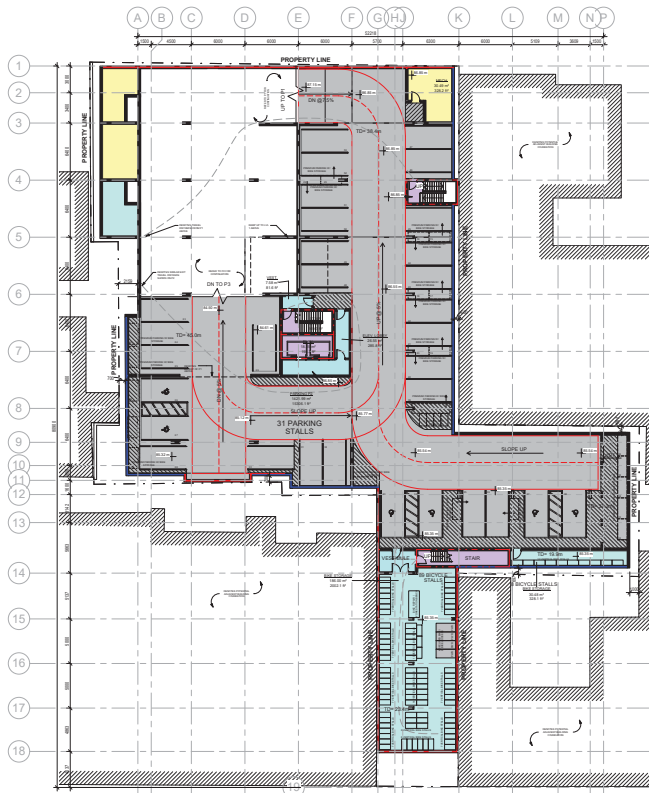
UNDERGROUND
PARKING P3

PRELIMINARY

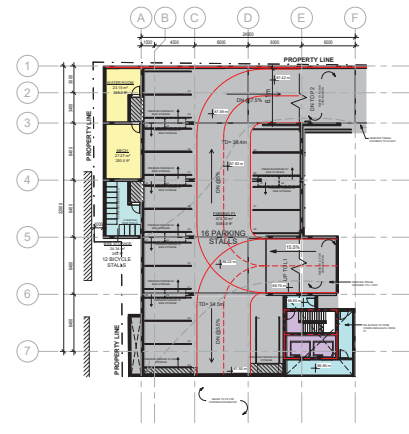
As indicated

A2.1 - f2

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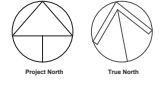
1 U.G. PARKING P2
1:100



2 U.G. PARKING P1
1:100

P2 & P1 PARKING AREA	
Area - Use	Area
Circulation	46.31 m ²
Parking	1894.29 m ²
Services	90.90 m ²
Storage	240.53 m ²
Vertical Service	75.02 m ²
Total	2337.35 m²

PARKING COUNT	
P2	32 PARKING STALLS
P1	18 PARKING STALLS
P1	18 PARKING STALLS (B/F)
P1	18 PARKING STALLS (B/F)
P1	18 PARKING STALLS (B/F)
TOTAL	96 PARKING STALLS (B/F)



- GENERAL NOTES**
- DO NOT SCALE DIMENSIONS. HAVE PROCEEDING SCALED DIMENSIONS.
 - ALL WORK SHALL COMPLY WITH THE 2012 ONTARIO BUILDING CODE AND AMENDMENTS.
 - CONTRACTORS MUST CHECK AND VERIFY ALL DIMENSIONS AND SPECIFICATIONS AND REPORT ANY DISCREPANCIES TO THE ARCHITECT BEFORE PROCEEDING WITH THE WORK.
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 - THE ARCHITECT CONFERS WITH THE OWNER. THE ARCHITECT'S BEST INTEREST IN LIGHT OF THE INFORMATION AVAILABLE TO HIM AT THE TIME OF PREPARATION. ANY USE BEYOND A THIRD PARTY'S RANGE OF THE CONTRACT DOCUMENTS, OR ANY REUSE, SHALL BE THE RESPONSIBILITY OF SUCH THIRD PARTIES.
 - THE OWNER MUST ACCEPT AND BE RESPONSIBLE FOR DAMAGES, IF ANY, SUSTAINED BY ANY THIRD PARTY AS A RESULT OF DISCREPANCY OR ACTIONS BASED ON THE CONTRACT DOCUMENTS.

- FLOOR PLAN LEGEND**
- MAN ENTRANCE
 - SECONDARY ENTRANCE
 - EMERGENCY EXIT
 - TRAVEL DISTANCE
 - 1.5M FIRE SEPARATION
 - 2.0M FIRE SEPARATION
- AREA USE LEGEND**
- Circulation
 - Parking
 - Storage
 - Vertical Service

No.	Date	Revisions
1		ISSUE FOR PERMITTING
2		ISSUE FOR PERMITTING
3		ISSUE FOR PERMITTING
4		ISSUE FOR PERMITTING
5		ISSUE FOR PERMITTING
6		ISSUE FOR PERMITTING
7		ISSUE FOR PERMITTING

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223 PRINCESS STREET,
KINGSTON**

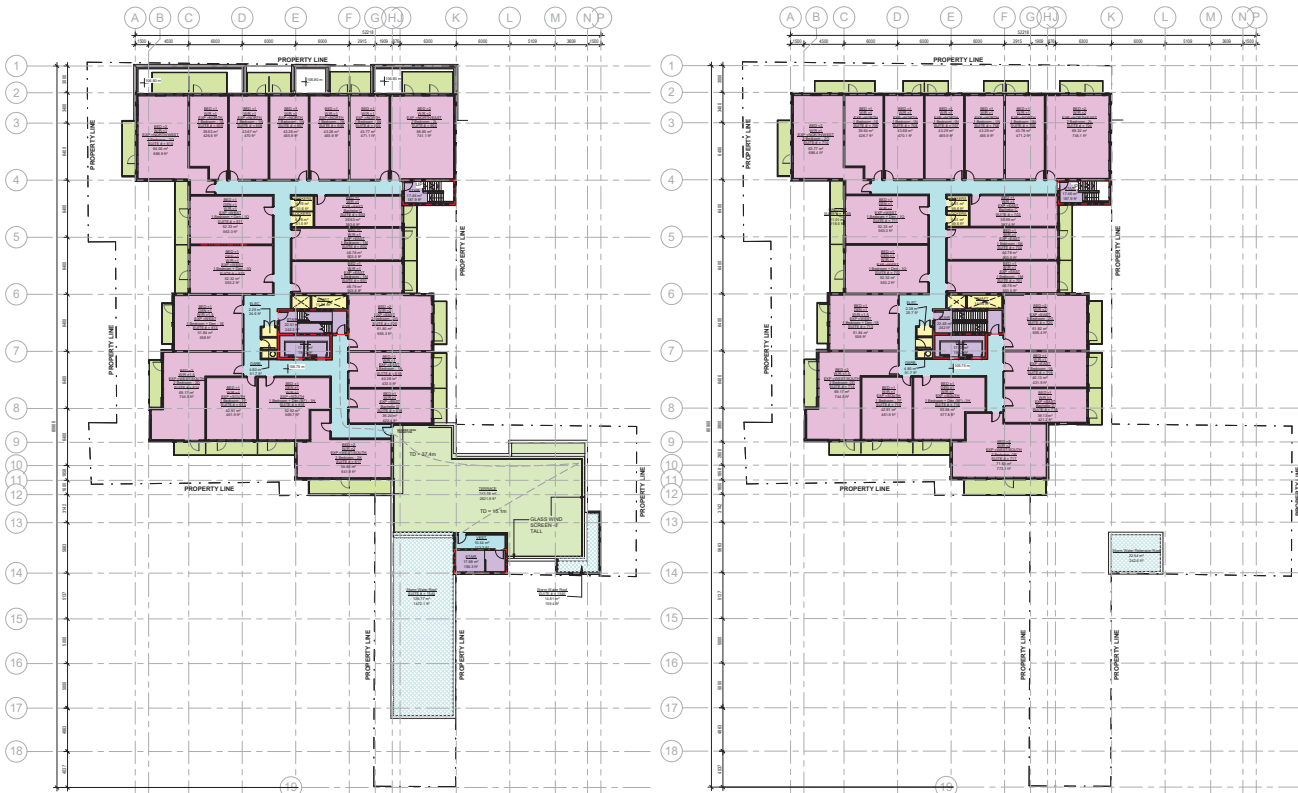
**UNDERGROUND
PARKING P2 & P1**

As indicated

A2.2 - f6

PRELIMINARY

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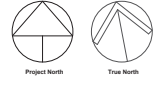


LEVEL 6
1:200

Area - Use	Area
Circulation	137.51 m ²
Exterior Amenity	243.58 m ²
Private Amenity	173.63 m ²
Residential	958.16 m ²
Services	28.61 m ²
Storm Water Retention Roof	151.57 m ²
Vertical Service	75.32 m ²
Grand total	1888.37 m²

LEVEL 7
1:200

Area - Use	Area
Circulation	113.48 m ²
Private Amenity	144.72 m ²
Residential	1011.46 m ²
Services	25.34 m ²
Storm Water Retention Roof	22.54 m ²
Vertical Service	67.61 m ²
Grand total	1378.16 m²



GENERAL NOTES

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- ALL CONTRACTORS AND SUB-CONTRACTORS SHALL HAVE A SET OF APPROVED CONSTRUCTION DOCUMENTS ON SITE AT ALL TIMES
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GROSS FLOOR AREA CALCULATIONS FOR AN APARTMENT BUILDING

(A) GROSS FLOOR AREA CALCULATIONS FOR A MIXED USE BUILDING IN THE CONVERSION RESIDENCE ZONE CATEGORY IN THE CONVERSION RESIDENCE ZONE CATEGORY THE GROSS FLOOR AREA OF A MIXED USE BUILDING IS REQUIRED BY THE AREA IN THE BUILDING FOR:

- (A) REQUIRED LOADING SPACES AT THE GROUND LEVEL AND REQUIRED BICYCLE PARKING SPACES AT OR NEAR THE GROUND LEVEL
- (B) STORAGE ROOMS, MECHANICAL, ELECTRICAL, UTILITY MECHANICAL AND CONTROL FACILITIES REQUIRED BY THIS CATEGORY AND OTHER FACILITIES REQUIRED BY THIS CATEGORY
- (C) ELEVATOR SHAFTS
- (D) STAIRWAYS, ESCALATORS AND ELEVATOR SHAFTS AND ELEVATOR SHAFTS IN THE BUILDING

AREA USE LEGEND

- Circulation
- Private Amenity
- Residential
- Services
- Storm Water Retention Roof
- Vertical Service

No.	Date	Revisions
1		ISSUED FOR PERFORMING
2		ISSUED FOR PERFORMING
3		ISSUED FOR PERFORMING
4		ISSUED FOR PERFORMING
5		ISSUED FOR PERFORMING

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ARCHITECTS INC.

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223 PRINCESS STREET,
KINGSTON

LEVELS 6 - 7 FLOOR
PLANS

1:200
PRELIMINARY
A2.5 - F6

MATERIAL LEGEND	
1.	Existing Historic Stone
2.	Existing Decorative Reveals
3.	Existing Cinema Canopy
4.	Existing Terracotta Style Roof Element
5.	Masonry Stone - Colour 1
6.	Masonry Brick - Colour 2
7.	Masonry Brick - Colour 3
8.	Transparent Glazing
9.	Glass Guard Rail
10.	Precast Header / Sill
11.	Precast Cornice
12.	Spandrel Panel
13.	Decorative Stone
14.	Transparent Wind Screen
15.	Insulated Hollow Metal Door
16.	Thermally broken Anod. Alum. Door and Frame
17.	Decorative Wall Panels
18.	Signage
19.	Light Fixture
20.	Decorative Roof Feature
21.	Decorative Canopy Feature
22.	Retaining Wall
23.	Louver Panel

GENERAL NOTES

1. DO NOT SCALE DRAWINGS UNLESS OTHERWISE SPECIFIED OTHERWISE SHALL HAVE PRECEDENCE OVER SCALED DIMENSIONS

2. ALL WORK SHALL COMPLY WITH THE 2010 ONTARIO BUILDING CODE AND AMENDMENTS

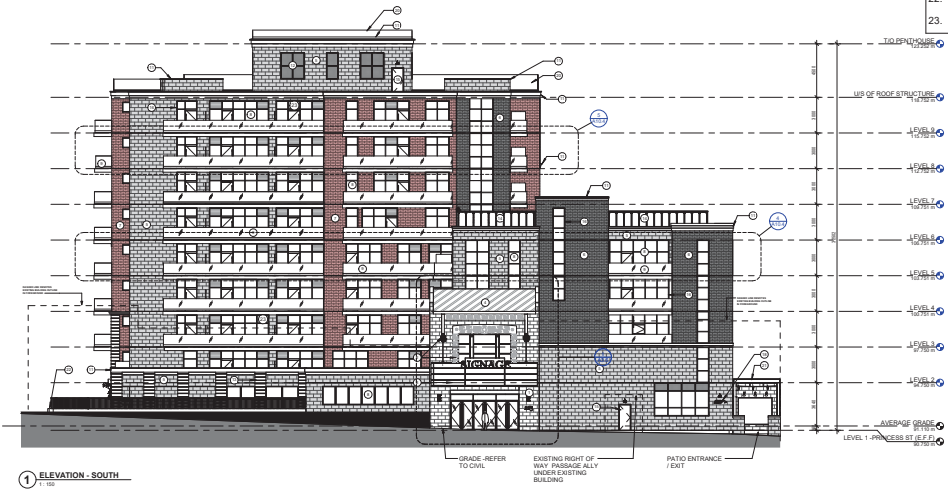
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6. THE MATERIALS AND FINISHES SHOWN HEREIN ARE TO BE USED AS A GUIDE ONLY. THE ARCHITECT SHALL BE RESPONSIBLE FOR THE SELECTION OF MATERIALS AND FINISHES. ANY USE WHICH A THIRD PARTY MAKES OF THE CONTRACT DOCUMENTS SHALL BE AT THEIR OWN RISK AND WITHOUT THE LIABILITY OF SUCH THIRD PARTIES

7. THE CONSULTANT ACCEPTS NO RESPONSIBILITY FOR DAMAGES, IF ANY, SUFFERED BY ANY THIRD PARTY AS A RESULT OF DISCREPANCIES OR ACTIONS BASED ON THE CONTRACT DOCUMENTS



No.	Date	Revisions
1	2011-02-27	ISSUED FOR PERMIT REVIEW
2	2011-02-27	ISSUED FOR PERMIT REVIEW
3	2011-02-27	ISSUED FOR PERMIT REVIEW
4	2011-02-27	ISSUED FOR PERMIT REVIEW

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ARCHITECTS INC.

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223 PRINCESS STREET,
KINGSTON**

SOUTH ELEVATION

As indicated

PRELIMINARY

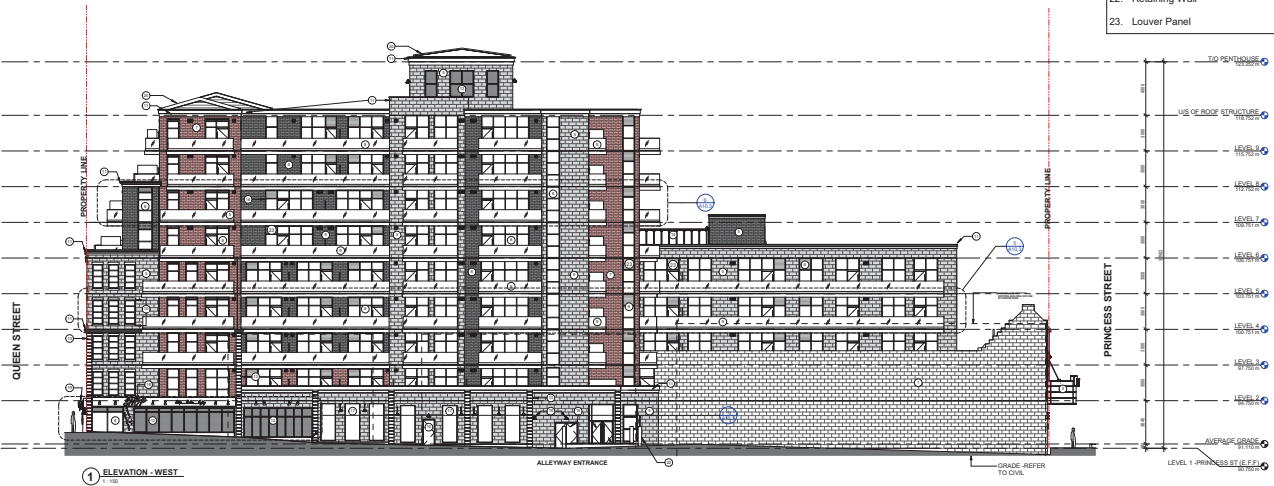
A3.2 - F5

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MATERIAL LEGEND	
1.	Existing Historic Stone
2.	Existing Decorative Reveals
3.	Existing Cinema Canopy
4.	Existing Terracotta Style Roof Element
5.	Masonry Stone - Colour 1
6.	Masonry Brick - Colour 2
7.	Masonry Brick - Colour 3
8.	Transparent Glazing
9.	Glass Guard Rail
10.	Precast Header / Sill
11.	Precast Cornice
12.	Spandrel Panel
13.	Decorative Stone
14.	Transparent Wind Screen
15.	Insulated Hollow Metal Door
16.	Thermally broken Anod. Alum. Door and Frame
17.	Decorative Wall Panels
18.	Signage
19.	Light Fixture
20.	Decorative Roof Feature
21.	Decorative Canopy Feature
22.	Retaining Wall
23.	Louver Panel

GENERAL NOTES

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1. Issued by Professional Engineer		
2. Issued by Professional Architect		
No.	Date	Revision

19026

223 PRINCESS STREET, KINGSTON

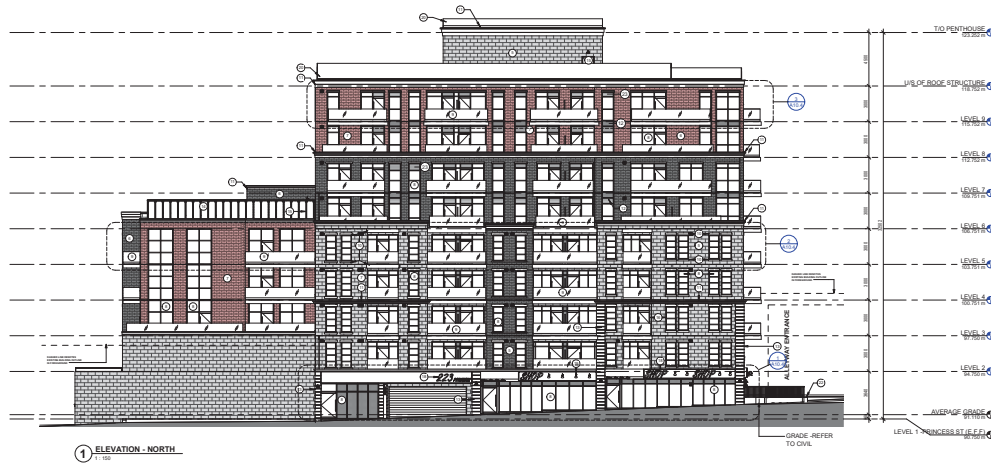
WEST ELEVATION

As Indicated

A3.3 - r2

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The user shall not be held liable for any errors or omissions in this drawing. The user shall be responsible for the accuracy of the information provided. The user shall be responsible for the accuracy of the information provided. The user shall be responsible for the accuracy of the information provided.



MATERIAL LEGEND	
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22.	Retaining Wall
23.	Louver Panel

GENERAL NOTES

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5. THE MATERIALS SHOWN IN THESE DETAILS ARE FOR INFORMATION ONLY. CONTRACTORS SHALL VERIFY THE AVAILABILITY AND PERFORMANCE OF ALL MATERIALS AND PRODUCTS PRIOR TO ORDERING AND INSTALLATION. CONTRACTORS SHALL BE RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED TO THEM BY THE ARCHITECT.

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No.	Date	Description
1	2021-02-27	ISSUED FOR PERMITS


 Project No: 19026
 Project Date: 2021-02-27
 Designer: PKF
 Architect: MKV
 Date: 2021-02-27 2:38:42 PM

19026
223 PRINCESS STREET,
KINGSTON
NORTH ELEVATION

Drawing No: As Indicated
 Date: _____
 Scale: _____
PRELIMINARY
A3.4 - r1