



City of Hamilton

CITY COUNCIL ADDENDUM

22-021

Wednesday, September 28, 2022, 9:30 A.M.

Council Chambers

Hamilton City Hall

71 Main Street West

5. COMMUNICATIONS

*5.9. Correspondence formally requesting that the City of Hamilton City Council issue a letter in support for the 'Stopping Harassment and Abuse by Local Leaders Act':

*a. Emily McIntosh

*b. Samantha Dewar

Recommendation: Be received.

*5.10. Correspondence from the Municipality of Grey Highlands requesting support for their resolution lobbying the Ministry of the Solicitor General to increase the fines for all levels of speeding.

Recommendation: Be endorsed.

*5.11. Correspondence from the Honourable Steve Clark, Minister of Municipal Affairs and Housing respecting public consultation in the land use planning process.

Recommendation: Be received and referred to the General Manager of Planning and Economic Development for appropriate action.

- *5.12. Correspondence from Lakewood Beach Community requesting that Council defer the installation of new No Stopping signs on Fruitland Road (Bill 247).

Recommendation: Be received and referred to the consideration of Bill 247.

- *5.13. Correspondence from the West End Home Builders' Association respecting an evidence-based view of the progress this term of Council has made increasing housing supply, to meet the needs of our growing community.

Recommendation: Be received.

- *5.14. Correspondence from the Hamilton Waterfront Trust respecting the future path of management for the Hamilton Waterfront Trust.

Recommendation: Be received.

8. NOTICES OF MOTIONS

- *8.1. Releasing the Direction to Staff in Closed Session respecting the Hamilton Waterfront Trust at the April 27, 2022 Council Meeting

- *8.2. Heritage Conservation District Study

12. BY-LAWS AND CONFIRMING BY-LAW

- *12.13. 255

To Amend By-law No. 20-205, Being A By-law to Adopt and Maintain a Procurement Policy for the City of Hamilton

Ward: City Wide

- *12.14. 256

Being a By-law to Amend By-law No. 06-026, The Sewer and Drain By-law

Ward: City Wide

- *12.15. 257

Being a By-law to Amend the Waterworks By-law No. R84-026

Ward: City Wide

- *12.16. 258

To Designate a Portion of Melville Street in Dundas, from Sydenham Street to Wellington Street North, as a Heritage Conservation District Study Area

Pilon, Janet

Subject: Request to Hamilton Council to prioritize issuing a letter in support of the "Stopping Harassment and Abuse by Local Leaders Act"

Importance: High

From: Emily McIntosh

Sent: September 24, 2022 10:35 PM

To: clerk@hamilton.ca

Subject: re: Request to Hamilton Council to prioritize issuing a letter in support of the "Stopping Harassment and Abuse by Local Leaders Act"

Importance: High

To: City of Hamilton Council,

I am writing to formally request that the City of Hamilton Council issue a letter of support for the "Stopping Harassment and Abuse by Local Leaders Act" as one of its last orders of business from current Council before the municipal election October 24, 2022.

As Council is aware, this bill died last session provincially when the provincial election was called. This bill is now re-introduced as Bill 5. This is a non-partisan issue. Given this is the third time the bill is on the floor, continued advocacy is required. The bill "requires that codes of conduct for municipal councillors and members of local boards include requirements for those councillors and members to comply with workplace violence and harassment policies, and creates an integrity commissioner and judicial process to remove them from office for egregious acts of sexual, emotional and psychological misconduct" ([Hansard - Wednesday, August 10, 2022 | GovtMonitor](#)). Collective accountability is critical in good governance and this is applicable to all municipally elected officials.

I am requesting a letter expressing support for the Bill be issued to all local MPPs, Premier Doug Ford, the Minister of Municipal Affairs and Housing, and MPP Stephen Blais. I would also urge Council to consider a specific sentence in the letter communicating its disappointment that passing this legislation was not prioritized, therefore precluding its application to help hold current municipally elected representatives across this province accountable to violence and harassment in the workplace policies, as well as ensuring an appropriate accountability structure for newly elected Councils across the province.

Thank you in advance to Council for demonstrating leadership in ensuring the rights of all persons are protected by advocating for legislative change that will help ensure workplaces and community spaces are safe because elected municipal representatives will have a more appropriate accountability structure to address the current culture of immunity with respect to perpetrating harassment.

Should Council vote in support of issuing the letter, it will be joining the City of Barrie Council, Wasaga Beach and Springwater Township (with more anticipated).

Sincerely,

Emily McIntosh



**Supporting Bill 5, Stopping Harassment
and Abuse by Local Leaders Act.
It's needed.**

#THEWOMENOFONTARIOSAYNO





ONTARIO PRIVATE MEMBERS BILL 5

Multiple Ontario municipalities have learned the hard way in the last few years about the lack of tools in the *Municipal Act* for holding councillors accountable for workplace harassment.

Currently, the most severe penalty that can be imposed on a municipal councillor is the suspension of pay for 90 days. There is no process for removing councillors from office.





ONTARIO PRIVATE MEMBERS BILL 5

Bill 5 seeks to address this. The Bill amends the *Municipal Act, 2001* and the *City of Toronto Act, 2006*.

The Stopping Harassment and Abuse by Local Leaders Act will permit municipalities to direct the Integrity Commissioner to apply to the court to vacate a member's seat for failing to comply with the municipality's workplace violence or harassment policies.





ONTARIO PRIVATE MEMBERS BILL 5

This helps keep workplaces safe. It's accountability, through a transparent and fair process that should exist but doesn't.

Our Ask Today:

For council to pass a motion to endorse Bill 5 and write a letter of support to be sent to local MPPs, Premier Doug Ford, the Minister of Municipal Affairs and Housing, the Association of Municipalities of Ontario and MPP for Orléans, Stephen Blais.



Pilon, Janet

Subject: Request to Hamilton Council to prioritize issuing a letter in support of the "Stopping Harassment and Abuse by Local Leaders Act"

From: Samantha Dewar

Sent: September 26, 2022 6:35 PM

To: clerk@hamilton.ca

Subject: re: Request to Hamilton Council to prioritize issuing a letter in support of the "Stopping Harassment and Abuse by Local Leaders Act"

To: City of Hamilton Council,

I am writing to formally request that Hamilton Council issue a letter of support for the "Stopping Harassment and Abuse by Local Leaders Act" as one of its last orders of business from current Council before the municipal election October 24, 2022.

As Council is aware, this bill died last session provincially when the provincial election was called. This bill is now re-introduced as Bill 5. This is a non-partisan issue. Given this is the third time the bill is on the floor, continued advocacy is required. The bill "requires that codes of conduct for municipal councillors and members of local boards include requirements for those councillors and members to comply with workplace violence and harassment policies, and creates an integrity commissioner and judicial process to remove them from office for egregious acts of sexual, emotional and psychological misconduct" ([Hansard - Wednesday, August 10, 2022 | GovtMonitor](#)). Collective accountability is critical in good governance and this is applicable to all municipally elected officials.

I am requesting a letter expressing support for the Bill be issued to all local MPPs, Premier Doug Ford, the Minister of Municipal Affairs and Housing, and MPP Stephen Blais. I would also urge Council to consider a specific sentence in the letter communicating its disappointment that passing this legislation was not prioritized, therefore precluding its application to help hold current municipally elected representatives across this province accountable to violence and harassment in the workplace policies, as well as ensuring an appropriate accountability structure for newly elected Councils across the province.

Thank you in advance to Council for demonstrating leadership in ensuring the rights of all persons are protected by advocating for legislative change that will help ensure workplaces and community spaces are safe because elected municipal representatives will have a more appropriate accountability structure to address the current culture of immunity with respect to perpetrating harassment.

Should Council vote in support of issuing the letter, it will be joining the City of Barrie Council, Wasaga Beach and Springwater Township (with more anticipated).

Sincerely,

Samantha Dewar

September 26, 2022

Ministry of the Solicitor General
Hon. Michael Kerzner
25 Grosvenor Street
Toronto, ON M7A 1Y6

Sent via email: Michael.kerzner@ontario.ca

Hon. Minister Kerzner:

Re: Grey Highlands Municipal Resolution 2022-571 re: Increased Speeding Fines

Please be advised that the following resolution was passed at the September 7, 2022 meeting of the Council of the Municipality of Grey Highlands.

2022-571

Dane Nielsen, Danielle Valiquette

**Whereas speeding has become a growing concern on our residential streets;
and**

**Whereas the culture of driver's is that 20 km/h over the speed limit is
considered normal; and**

**Whereas the fines for street racing have increased significantly and we have
seen a reduction in number of charges laid; and**

**Whereas the fines for other speed infractions have remained unchanged; now
Therefore be it resolved that the municipality of Grey Highlands lobby the
Ministry of the Solicitor General to increase the fines for all levels of speeding;
and**

**That this motion be sent to AMO, ROMA, and all municipalities of Ontario to
garner support.**

CARRIED.

If you require anything further, please contact this office.

Sincerely,



Raylene Martell
Director of Legislative Services/Municipal Clerk
Municipality of Grey Highlands

Cc: Association of Municipalities of Ontario
Rural Ontario Municipalities
All Ontario Municipalities

**Ministry of
Municipal Affairs
and Housing**

Office of the Minister

777 Bay Street, 17th Floor
Toronto ON M7A 2J3
Tel.: 416 585-7000

**Ministère des
Affaires municipales
et du Logement**

Bureau du ministre

777, rue Bay, 17^e étage
Toronto ON M7A 2J3
Tél. : 416 585-7000



234-2022-4150

September 26, 2022

Dear Head of Council:

Our government recognizes the importance of streamlining development approvals in land use planning in supporting the development of 1.5 million new homes by 2031. Our government will continue working with you to identify opportunities and innovative solutions that would help us effectively address the housing crisis.

I am writing you today about [public consultation](#) in the land use planning process. The *Planning Act* requires public meetings to be held prior to making certain planning decisions for the purpose of giving the public an opportunity to make representations in respect of the matter under consideration.

For example, your municipal council can consider how to meet the *Planning Act's* requirements using a variety of methods such as physical meetings, electronic or virtual channels – separately or in combination - to engage and solicit feedback from the public on land use planning matters. This may include a mixture of technologies and approaches to meet local public needs (for example, physical meetings, webinars, video conferencing, moderated teleconference). There is no requirement in the *Planning Act* to have multiple types of meetings (e.g., both a physical meeting and a virtual meeting).

Thank you for the work that you do to engage and provide the public with an opportunity to make representations on planning matters in a manner that works best in your local community.

Sincerely,

A handwritten signature in blue ink that reads "Steve Clark".

Steve Clark
Minister

Pilon, Janet

Subject: Removal of @ 10 on-street parking space - Bill 247 - Item 12.5

From: Lakewood Beach Community Council

Sent: September 27, 2022 9:27 AM

To: clerk@hamilton.ca

Cc: DL - Council Only

Subject: Removal of @ 10 on-street parking space - Bill 247 - Item 12.5

City Clerk: Please add this correspondence to the Council Agenda - September 28th

Dear Honourable Mayor & Council

The Edgewater Manor, located on Fruitland Road, has provided those of us living north of the QEW with many years of enjoyable experiences. Albeit infrequently, on occasion some of us have had to park on Fruitland Road depending on the occasion, which is why we are asking you to table the installation of new No Stopping signs.

We are concerned about the removal of the on-street parking outlined in the above Bill being approved prior to a more fulsome engagement occurring with all the stakeholders: owners & patrons of Edgewater Manor, the surrounding community and possibly the developer of the infill development in close proximity.

We believe the Planning & Economic Department should also provide input prior to Council approval of this loss in on-street parking.

Specifically, in regards to the Traffic Impact Study/ Parking Justification Report provided to support the infill development on Lakeview/Fruitland.

Was it such that those spaces were used to support on-site parking reductions? (*similar to other developments in our area whereby the infrastructure is removed afterwards*)

In summary, a loss of 10 parking spaces (on left west side) warrants community engagement & public awareness:

- in an area that is car-dependant,
- in front of a long-standing commercial business (*which appears to generate income from chartered bus groups *)*
- and which will likely create spill-over issues into the other higher traffic residential streets and/or possibly into the Edgewater Manor parking lot.

Thank you for considering our tabling request.

Respectfully,

Lakewood Beach Community Council

*



September 27, 2022

Dear Members of Hamilton City Council,

5.13

The West End Home Builders' Association (WE HBA) is sharing a final piece of correspondence with current council members to provide an evidence-based view of the progress this term of council has made increasing housing supply, to meet the needs of our growing community. We would like to commend the City of Hamilton for working with industry to help us deliver a 10-year high of housing completions in the year 2020. This was no small feat during a global pandemic. Our members, along with the 20,000 plus employees in the residential construction sector are proud of the work we have done to achieve this peak of 2396 units. While completions dropped in 2021, they remained higher than our historic 20-year average of approximately 1700 units a year.

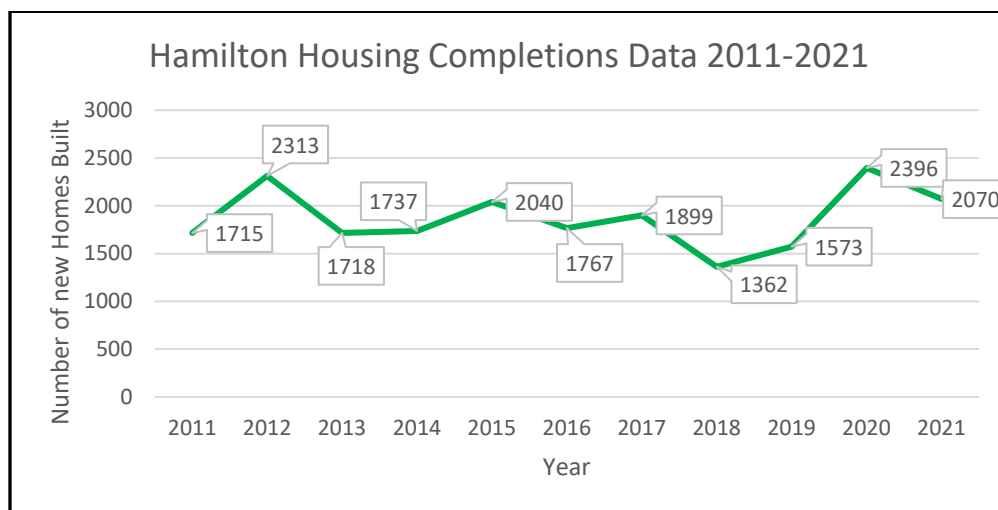


Figure 1: Housing completions over the past 10 years in Hamilton Ontario. Source: Canadian Mortgage and Housing Corporation

Housing completions in the past two years have significantly increased since the beginning of the 2018-2022 Council Term.



Figure 2: Graphic showing that Hamilton will need to increase our housing starts by 2000 units/year to achieve minimum Growth Plan targets.

We encourage all new and returning councillors to build on this progress made. Furthermore, in 2022 Hamilton City Council passed an Official Plan Amendment designed to bolster Hamilton's housing completions to an average of 3700 units per year, to achieve our minimum population growth targets for the year 2051. While the industry is concerned this Official Plan results in a shortfall of nearly 60,000 units, we are pleased to see the ambition being embraced. Despite this progress, there is significant work the next term of council should build upon. The Residential Zoning By-laws need to be reviewed, and brought into conformity with the new Official Plan following ministerial approval.

There is also one large caveat members of council should be aware of. In February 2022, the Provincial *Housing Affordability Task Force* (HATF) recommended Ontario set an ambitious target of building 1.5 million homes to help address our housing affordability crisis.¹ The

¹ "Report of the Ontario Housing Affordability Task Force" Ministry of Municipal Affairs and Housing, February 8, 2022. <https://files.ontario.ca/mmah-housing-affordability-task-force-report-en-2022-02-07-v2.pdf>.

Canadian Mortgage and Housing Corporation (CMHC) has since bolstered the Task Force conclusion, by acknowledging that the crisis affecting Ontario municipalities is the result of housing supply not responding to housing demand. CMHC cited that the last time housing was affordable across the market spectrum was back in 2003.² This has a significant impact on Hamilton residents.

Population Growth vs. Housing Completions

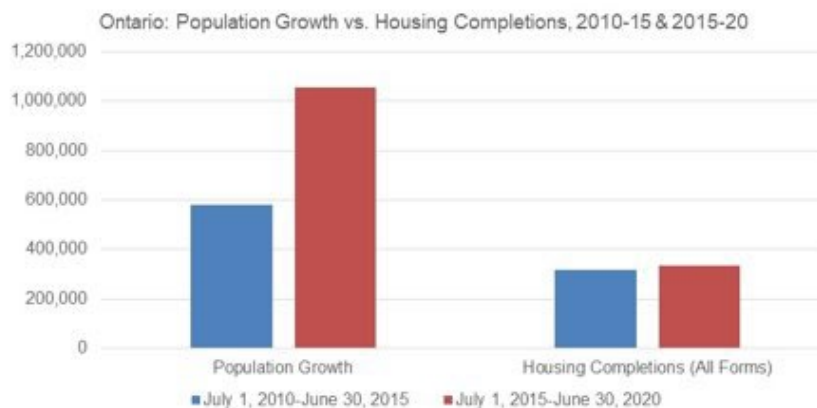


Figure 3: Chart showing that between the years 2015 to 2020, Ontario's population grew by approximately four hundred thousand more people than in 2010-2015, but our housing supply did not respond to that demand.

Despite Ontario's population adding 80 percent more residents in 2015-20 relative to 2010-15, the Hamilton CMA (including Burlington and Grimsby) built 23% fewer homes in 2015-20 relative to 2010-15. Hamilton is experiencing significant population growth, but new home completions are not keeping pace, leading to extensive displacement of young residents and families.³ With all major provincial political parties committing to the 1.5 million homes target and adopting many of the recommendations made by HATF during the spring election campaign, Ontario is proceeding down a path that will significantly transform the "housing sector, including government policies and processes. We require an 'all-hands-on-deck' approach to increasing the supply of housing to meet demand" as is recommended by Aled ab Iorwerth, Deputy Chief Economist of the CMHC.⁴ Most recently, Dr. Mike Moffatt with the Smart Prosperity Institute examined the commitment to build 1.5 million homes in Ontario with two questions:

- 1) Is the 1.5 million new homes a reasonable forecast of Ontario's housing needs over the next decade?
- 2) If the answer is "yes", how will the demand for 1.5 million new homes be distributed across the province?

² "Housing Shortages in Canada: Solving the Affordability Crisis" Cmhc-schl.gc.ca, June 23, 2022. <https://www.cmhc-schl.gc.ca/en/professionals/housing-markets-data-and-research/housing-research/research-reports/accelerate-supply/housing-shortages-canada-solving-affordability-crisis>.

³ "Ontarians on the Move - Local Intelligence Report - Hamilton." Smart Prosperity Institute, June 2021. <https://institute.smartprosperity.ca/publication/ontarians-on-the-move>.

⁴ "Canada's Housing Supply Shortage: Restoring affordability by 2030 Brief" Cmhc-schl.gc.ca, June 23, 2022. <https://www.cmhc-schl.gc.ca/en/blog/2022/canadas-housing-supply-shortage-restoring-affordability-2030>.



The Smart Prosperity Institute found the answer to the first question is an unequivocal ‘yes.’⁵

When they looked at how that number breaks down across municipal boundaries, they found that “1.5 million homes greatly exceeds the forecasts that underpin the Growth Plan”,⁶ and estimated that **Hamilton alone will need to build 17,400 additional homes beyond what we have planned to build in our Official Plan, for a total of 52,400 new homes over the next decade.** An excerpt from the report commenting on Hamilton’s official plan is provided below:

*Hemson forecasts are not simply predictions of what will happen; instead, they are used by municipalities for planning processes to ensure that their Official Plan will enable enough housing to be built to support population growth. For example, the City of Hamilton passed Official Plan Amendment No. 167 to the Urban Hamilton Official Plan in June 2022, which includes the household projections from Hemson’s August 2021 report. In short, the Hemson housing growth forecasts are used to determine the adequacy of Official Plans, **yet those housing growth forecasts are incompatible with the province’s 1.5-million-unit housing target.***

In short:

- 1) Our annual housing completions currently sit at an average of 1700 units per year, over the past 20 years.
- 2) Under Hamilton’s Updated Official Plan we need to ramp our housing completions up to 3700 units per year, every year, for the next thirty years.
- 3) According to the Housing Affordability Task Force’s recommendations to balance the housing system, Hamilton needs to begin building approximately 5000 units per year, each year, over the next ten years.

As your local home building industry representatives, WE HBA appreciates the work Hamilton City Council and Staff have done over the past term of council, and we applaud the progress made. We look forward to future collaboration with new and returning councillors over the next four years as we embark on an “all hands-on deck” approach to building our future as a welcoming and affordable city.

Regards,

A handwritten signature in black ink, appearing to read 'Mike Collins-Williams'.

Mike Collins-Williams, MCIP, RPP
Chief Executive Officer
West End Home Builders’ Association

⁵ “Ontario’s Need for 1.5 million More Homes” Smart Prosperity Institute, August 2022, p. 6, <https://institute.smartprosperity.ca/1.5MillionMoreHomes>.

⁶ “Ontario’s Need for 1.5 million More Homes” Smart Prosperity Institute, August 2022, p. 21, <https://institute.smartprosperity.ca/1.5MillionMoreHomes>.

“As mutually desired, the Hamilton Waterfront Trust team welcomes the imminent arrival of amicable and productive dialogue with City Staff respecting the future path of management of all of our much loved and managed operations.”

Bernie Mueller, Chair
Werner Plessl, Executive Director
Hamilton Waterfront Trust

CITY OF HAMILTON

NOTICE OF MOTION

Council: September 28, 2022

MOVED BY MAYOR F. EISENBERGER.....

Releasing the Direction to Staff in Closed Session respecting the Hamilton Waterfront Trust at the April 27, 2022 Council Meeting

That the direction to staff in Closed Session at the April 27, 2022 Council meeting respecting the Hamilton Waterfront Trust, be released publicly.

CITY OF HAMILTON

NOTICE OF MOTION

Council: September 28, 2022

MOVED BY COUNCILLOR A. VANDERBEEK.....

Heritage Conservation District Study

WHEREAS, the City of Hamilton is undertaking a Heritage Conservation District Study of a portion of Melville Street in Dundas, from Sydenham Street to Wellington Street North, consisting of a concentration of pre-1950 buildings of potential heritage value or interest, including three properties individually designated under Part IV of the *Ontario Heritage Act*, R.S.O. 1990, c. O.18, that may collectively be considered a cultural heritage landscape;

WHEREAS, the purpose of a Heritage Conservation District Study, as provided for under section 40 of the *Ontario Heritage Act*, is to examine the character and appearance of an area to determine if the area should be preserved as a heritage conservation district and to consider and make recommendations with regard to the establishment of a district plan to guide changes to properties located within the district;

WHEREAS, section 40.1(1) of the *Ontario Heritage Act* provides that, if the council of a municipality undertakes a study of a heritage conservation district, the council may, by by-law, designate the area specified in the by-law as a heritage conservation study area for a period of up to one year; and

WHEREAS, section 40.1(2) of the *Ontario Heritage Act* provides that a Heritage Conservation District Study area by-law may prohibit or set limitations with respect to the alteration of property and the erection, demolition or removal of buildings or structures, or classes of buildings or structures within the heritage conservation district study area;

THEREFORE, BE IT RESOLVED:

- (a) That the Council of the City of Hamilton enacts a Heritage Conservation District Study By-law under section 40.1(1) the *Ontario Heritage Act*, attached as Appendix "A" to restrict the use of the lands identified in the Schedule attached to By-law for a period of one year, pending completion of a Heritage Conservation District Study; and
- (b) That Building Department staff be directed to temporarily suspend all building permits for the alteration of property and the erection, demolition or removal of buildings in the study area defined by the Heritage Conservation District Study By-law unless otherwise exempted by the By-law from the date the By-law is passed until such time that it is repealed.

Authority: Item
CM: September 28, 2022
Ward: 13

Bill No.

CITY OF HAMILTON

BY-LAW NO. 22-

To Designate a Portion of Melville Street in Dundas, from Sydenham Street to Wellington Street North, as a Heritage Conservation District Study Area

WHEREAS Melville Street is an historic streetscape in the community of Dundas, located in the City of Hamilton, consisting of a significant concentration of buildings of cultural heritage value or interest;

AND WHEREAS the eastern portion of Melville Street, from Sydenham Street to Cross Street, was designated as part of the Cross-Melville Heritage Conservation District in 1990 by former Town of Dundas By-law No. 3899-90;

AND WHEREAS the portion of Melville Street from Sydenham Street to Wellington Street North, identified in Schedule "A" attached to this By-law, consists of a collection of pre-1950 buildings of potential heritage value or interest, including three properties individually designated under Part IV of the *Ontario Heritage Act*, R.S.O. 1990, c. O.18, that may collectively be considered a cultural heritage landscape;

AND WHEREAS the purpose of a heritage conservation district study, as provided for under section 40 of the *Ontario Heritage Act*, is to examine the character and appearance of an area to determine if the area should be preserved as a heritage conservation district and to consider and make recommendations with regard to the establishment of a district plan to guide changes to properties located within the district;

AND WHEREAS section 40.1(1) of the *Ontario Heritage Act* provides that, if the council of a municipality undertakes a study of a heritage conservation district, the council may, by by-law, designate the area specified in the by-law as a heritage conservation study area for a period of up to one year;

AND WHEREAS section 40.1(2) of the *Ontario Heritage Act* provides that a heritage conservation district study area by-law may prohibit or set limitations with respect to the alteration of property and the erection, demolition or removal of buildings or structures, or classes of buildings or structures within the heritage conservation district study area;

NOW THEREFORE THE COUNCIL OF THE CITY OF HAMILTON ENACTS AS FOLLOWS:

1. The area identified in Schedule "A" attached hereto (the Melville Street Heritage Conservation District Study Area) is designated as a heritage conservation district study area for a period of one year from the date of enactment of this By-law.
2. The City shall undertake a heritage conservation district study of the Melville Street Heritage Conservation District Study Area in accordance with the requirements of section 40(2) of the *Ontario Heritage Act*, for the purpose of examining the character and appearance of the area to determine if the area, or any part of the area should be preserved as a heritage conservation district and to make recommendations with respect to the content of a heritage conservation district plan.

3. The alteration of property and the erection, demolition or removal of buildings or structures within the heritage conservation study area is prohibited with the exception of the following permitted actions:
 - (a) an expansion of such legally existing buildings or structures, to a maximum of 25% of the existing gross floor area;
 - (b) a change to the interior of such legally existing buildings or structures;
 - (c) a change to the façade of such legally existing buildings or structures where that façade does not address a public street or highway;
 - (d) *the reconstruction or replacement of such legally existing buildings or structures which are totally or partially destroyed by fire, accident or natural disaster, provided the building or structure is reconstructed on its original site and the floor area and dimensions are not increased; and*
 - (e) the erection of a new accessory building or structure.
4. This By-law shall be in effect for a period of one year from the date of passage of this By-law.
5. The alteration of property and the erection, demolition or removal of buildings or structures as permitted under building permits issued before the passage of this By-law and located within the study area at 56 Melville Street, 136 Melville Street, 138 Melville Street, 172 Melville Street, 183 Melville Street and 188 Melville Street shall be exempt from this By-law.
6. The City Clerk is hereby authorized and directed:
 - (a) to cause a copy of this By-law to be served upon the owners of all of the properties within the Melville Street Heritage Conservation District Study Area and upon the Ontario Heritage Trust within 30 days of the passage of this By-law, by a method permitted by the *Ontario Heritage Act*; and
 - (b) to publish a notice of passing of this By-law in a newspaper having general circulation in the City of Hamilton.

PASSED this 28th day of September, 2022.

F. Eisenberger
Mayor

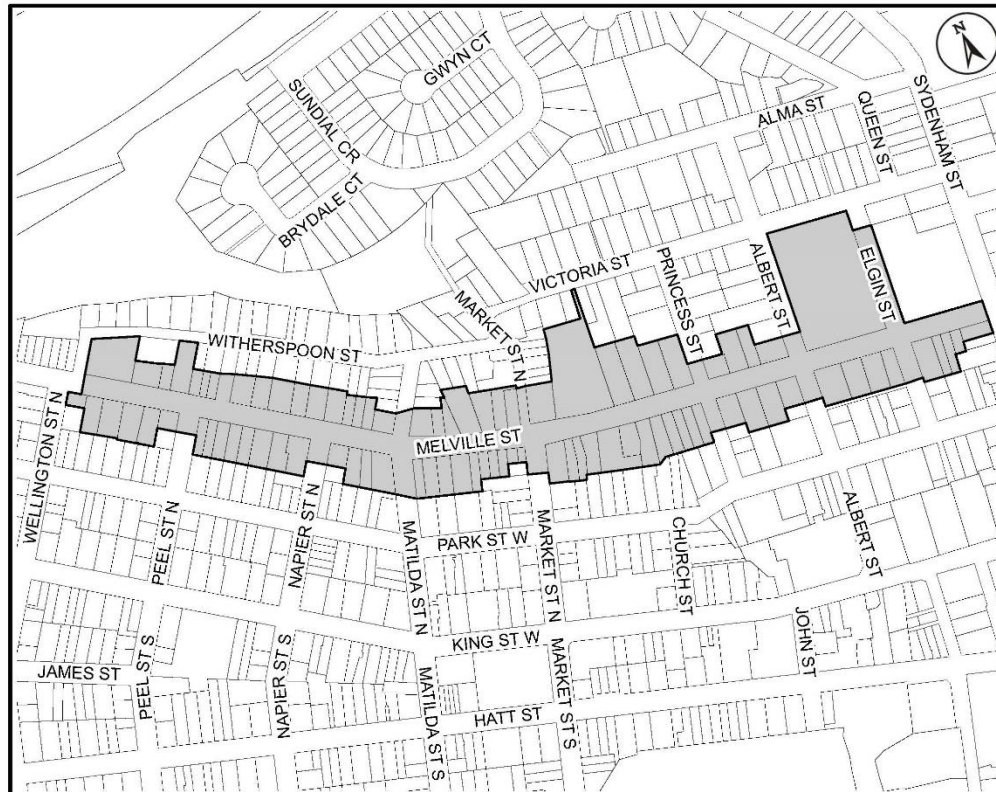
A. Holland
City Clerk

Schedule "A"

To

By-law No. 22-

Melville Street Heritage Conservation District Study Area



This is Schedule "A" to By-law No. 22-

Passed the day of, 2022

Mayor

Clerk

Schedule "A"

**Map forming Part of
By-law No. 22-_____**

Subject Property

 Melville Street Heritage Conservation District Study Area (Dundas)

Scale:
N.T.S

File Name/Number:
Dundas HCD Study

Date:

Planner/Technician:

September 23, 2022

AG/AL



Hamilton

PLANNING AND ECONOMIC DEVELOPMENT DEPARTMENT

Authority: Item 6, Audit, Finance &
Administration Committee
Report 22-016
(FCS21103(a)/PW22081)
CM: September 28, 2022
Ward: City Wide

Bill No. 255

CITY OF HAMILTON

BY-LAW NO. 22-

To Amend By-law No. 20-205, Being A By-law to Adopt and Maintain a Procurement Policy for the City of Hamilton

WHEREAS paragraph 270(1)3 of the *Municipal Act*, 2001, S.O. 2001, c. 25 provides that a municipality shall adopt and maintain a policy with respect to its procurement of goods and services;

AND WHEREAS Council enacted By-law 20-205 to Adopt and Maintain a Procurement Policy for the City of Hamilton;

AND WHEREAS it is necessary to amend By-law No. 20-205.

NOW THEREFORE the Council of the City of Hamilton enacts as follows:

1. That By-law No. 20-205, be amended to reflect the following amendments to Schedule "A":
 - Includes a provision to allow staff to enter into negotiations on an existing Contract where Goods and/or Services have been significantly impacted by extenuating circumstances within a commodity market;
 - Includes a provision to allow the procurement of replacement vehicles and associated vehicle equipment where funds have not been fully approved through annual budgetary process.
2. The amended Schedule "A" which is attached to and forms part of this By-law, is the City of Hamilton procurement policy adopted and maintained in accordance with paragraph 270(1)3 of the *Municipal Act*, 2001.
3. This by-law comes into force and take effect on the day it is passed.

PASSED this 28th day of September, 2022.

F. Eisenberger
Mayor

A. Holland
City Clerk

Procurement Policy



Hamilton

City of Hamilton

By-Law No. 20-205

Procurement Section • Financial Services
Corporate Services

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PROCUREMENT MISSION AND VISION

Mission

To ensure that the procurement function meets the current and future needs of the corporation, provides an economical and efficient service and is considered a value-added partner in the securing of Goods and/or Services for the corporation.

Vision

A team of resourceful skilled professionals, working in partnership with their customers to procure the best Goods and/or Services in the most efficient manner.

PROCUREMENT GOALS & OBJECTIVES

SECTION 1

- (1) Procure the necessary quality and quantity of Goods and/or Services in an efficient, timely and cost effective manner, while maintaining the controls necessary for a public agency, in accordance with the Procurement Policy as approved by Council.
- (2) Encourage an open and competitive bidding process for the acquisition and disposal of Goods and/or Services, and the objective and equitable treatment of all vendors.
- (3) Ensure the best value of an acquisition is obtained. This may include, but not be limited to, the determination of the total cost of performing the intended function over the lifetime of the task, acquisition cost, installation, disposal value, disposal cost, training cost, maintenance cost, quality of performance and environmental impact.
- (4) Procure Goods and/or Services with due regard to the preservation of the natural environment and to encourage the use of “environmentally friendly” products and services, as supported by the City’s Strategic Plan.

RESPONSIBILITIES & PROHIBITIONS OF PROCURING GOODS AND/OR SERVICES

SECTION 2

(1) General Responsibilities

- (a) All City of Hamilton elected officials and staff delegated with the authority to procure shall comply with the Procurement Policy for the City of Hamilton. Without limiting the foregoing, such elected officials and staff shall follow the Statement of Ethics for Public Procurement attached as Schedule A to the Procurement Policy, the City's Code of Conduct for Employees Policy and Policy # 17 – Conflicts of Interest.
- (b) Procurement activities shall be subject to all applicable City of Hamilton policies and by-laws, any specific provisions of the *Municipal Act, 2001* and all other relevant Federal and Provincial legislation, as may be in effect from time to time.
- (c) Procurement by the City may be subject to the provisions of Trade Agreements and where an applicable Trade Agreement is in conflict with this Procurement Policy, the Trade Agreement shall take precedence.

(2) Procurement Section Responsibilities

The City's General Manager of Finance and Corporate Services shall operate a Centralized Procurement unit on behalf of the City of Hamilton in accordance with the requirements of the Procurement Policy. In carrying out this responsibility the General Manager of Finance and Corporate Services may appoint certain City staff to act on behalf of the City in entering into Contracts with third parties. The General Manager of Finance and Corporate Services may limit the authority to procure of that City staff, as deemed appropriate. The Procurement Section will therefore have the following specific responsibilities:

- (a) Be responsible for the administration of the Procurement Policy and will continually review the procurement of Goods and/or Services to ensure the City is receiving the best value.
- (b) Ensure that procurement transactions are conducted ethically and professionally in accordance with Schedule A – Statement of Ethics for Public Procurement.
- (c) Advise on the practicability of Specifications to ensure a maximum number of competitive Bids.
- (d) Advise on appropriate Acquisition Method.
- (e) Notify vendors who have expressed an interest in doing business with the City of the availability of the procurement documents.
- (f) Prepare necessary procurement documents and process Purchase Orders.
- (g) Advise and assist in the preparation of Contracts when requested.
- (h) Provide training and documentation on how to use the procurement module to users of the City's financial software application. Make available copies of the Procurement Policy and Procurement Procedures and Guidelines to all relevant City staff.
- (i) Maintain records of Acquisition Methods and procurement transactions as required.
- (j) Advise and assist where a procurement action may not conform to (an) applicable Trade Agreement(s) as early as possible in the procurement process.

(3) General Manager Responsibilities

- (a) Ensure all purchases are performed in accordance with the Procurement Policy and make required reports to the Council or any other interested party explaining why purchases are not in compliance with the Procurement Policy. The Procurement Section will offer advice and assistance in assuring that the Procurement Policy is adhered to upon request.
- (b) Delegate Approval Authority to the appropriate levels and maintain the responsibility for such actions including answering questions raised by such delegation.
- (c) Ensure appropriate action is taken on internal Audit Services recommendations.

(4) Internal Audit Responsibilities

Internal Audit Services shall conduct selected audits to ascertain adherence to the Procurement Policy. The Procurement Section and Council shall receive a copy of the audit results.

(5) Procurement Sub-Committee Responsibilities

The Procurement Sub-Committee shall:

- (a) Review and give input to the biennial report recommending any changes to the Procurement Policy in accordance with Policy #20 – Review of the Procurement Policy.
- (b) Be delegated the authority to impose an interim ban upon a vendor in accordance with Policy #1 – Vendor Eligibility.

(6) Prohibitions

The following activities are prohibited, unless specifically approved by Council:

- (a) Any attempt to evade or circumvent the requirements of the Procurement Policy including, but not limited to, the division of purchases to avoid the requirements of the Procurement Policy by any method, which includes purchases made using procurement cards.
- (b) Purchase by the City of any Goods and/or Services for personal use by or on behalf of any member of Council, employees of the City and their immediate families.
- (c) The acceptance of gifts, benefits, money, discounts, favours or other assistance by any member of Council, employees of the City, and their families contrary to the City of Hamilton Code of Conduct for Members of Council (Appendix H to the City's Procedural By-law No. 10-053, as amended, repealed or replaced from time to time), the City's Code of Conduct for Employees Policy or such other similar policy currently in force. The image and integrity of the employee and the City of Hamilton must be preserved at all times.
- (d) Purchase by the City from any member of Council or employee of the City, their family members or from any other source, that would result in a conflict of interest, unless that interest has been declared pursuant to the *Municipal Conflict*

of Interest Act or pursuant to the City's Code of Conduct for Employees Policy or such other similar policy currently in force.

(7) Exemptions

Those items listed in Schedule B - Exemptions, are exempt from the requirements of the Procurement Policy, save and except for Policy # 2 - Approval Authority.

DEFINITIONS AND INTERPRETATION

SECTION 3

Words and phrases used in the Procurement Policy for the City of Hamilton have the following meanings, unless expressly stated otherwise and all dollar values stated shall be in Canadian funds:

“Acquisition Method” means the process by which Goods or Services are procured.

“Approval Authority” means the authority to approve and award procurements, as well as any assignment or corporate change requests related to such procurements, up to the procurement values for the respective body or person(s) set out in Policy # 2 - Approval Authority.

“Approved Products Listing” means the listing of approved Goods for use with road, watermain, sewer, lighting and traffic signal work as maintained by the City’s Standard and Approved Products Committee.

“Authorized Delegate” means the person who has been delegated by Council an Approval Authority and includes any other person further sub-delegated such Approval Authority in accordance with the Procurement Policy. An Authorized Delegate includes a person authorized to act on their behalf temporarily.

“Bid” means an offer or submission from a vendor in response to a Request for Quotations, Request for Tenders, Request for Proposals, Request for Rostered Candidates or Request for Prequalifications issued by the City.

“Centralized Procurement” refers to the activities conducted by the Procurement Section of the City’s Corporate Services Department, which facilitates the purchase of all Goods and/or Services in accordance with the requirements of the Procurement Policy.

“Child” means any person under the age of 15, unless local minimum age law stipulates a higher age for work or mandatory schooling, or under the age of 14 if minimum age law is set at that age in accordance with exceptions set out for developing countries under International Labour Organization (“ILO”) Convention 138.

“City” means the City of Hamilton.

“City Event” means an event organized and hosted by the City.

“City Manager” means the City Manager of the City of Hamilton.

“Client Department” means the City department initiating the acquisition of the Goods and/or Services.

“Consulting and Professional Services” means services rendered by members of a recognized profession or possessing a special skill. Such services are generally acquired to obtain information, advice, training or direct assistance.

“Contract” means a legal agreement between two or more parties, usually written, or a Purchase Order.

“Cooperative Procurement” means coordination of City purchases with purchases of other government bodies, public authorities, conservation authorities, municipalities, academia, schools and hospitals (MASH) sector and not-for-profit organizations.

“Council” means the Council of the City of Hamilton.

“Emergency” means a situation, or the threat of an impending situation, which may affect the environment, life, safety, health and/or welfare of the general public, or the property of the residents of the City, or to prevent serious damage, disruption of work, or to restore or to maintain essential service to a minimum level.

“Energy Commodities” means electricity, Green Power, natural gas, methane and all other petroleum based fuel products such as: diesel, bio-diesel, unleaded, fuel oil, propane and any other bulk commodity primarily used by the City for the purpose of heating and cooling of buildings and other structures, electricity generation, cogeneration and the fuelling of City fleets, as determined by the City’s Manager of Energy Initiatives.

“General Manager” means the head of a City department or person authorized to act on their behalf temporarily, and includes the Medical Officer of Health and the City Manager.

“Goods” includes supplies, equipment, materials, products, structures and fixtures to be delivered, installed or constructed.

“Green Power” means electricity generated from renewable energy sources, such as certified water power, solar, biogas, biomass and wind. Other terms for Green Power include: Green Power certificates, tradable renewable certificates or "Green Tags". These attributes, embodied in a certificate, may be bought and sold either bundled or unbundled with commodity electricity.

“In-House Bid” means a Bid that is prepared by an internal City department and is submitted in response to a City competitive procurement process and in competition with external vendors.

“Joint Venture” means an association of two or more persons who combine their expertise and resources in a single joint business enterprise to qualify, bid, and perform the Contract. Joint Ventures, sometimes referred to as a consortium, may take the form of a partnership or special purpose vehicle. All persons of a Joint Venture must be eligible persons.

“Litigation” means any dispute between the City and a vendor, where a legal proceeding, including third party and cross claims or other form of adjudication has been commenced, or is reasonably contemplated, either by the vendor, or any officer or director of the vendor either directly or indirectly through a corporation or personally, against the City, its elected representatives, appointed officers, or employees, or by the City in relation to any contract or services or any matter arising from the City’s exercise of its powers, duties, or functions.

“Low Dollar Value Procurements” means the process of procuring Goods and/or Services with an estimated annual procurement cost of up to but not including \$10,000.

“Lowest Compliant Bid” means a Bid with the lowest price meeting all requirements of a RFQ, RFP or RFT, subject to any rights or privileges reserved by the City contained in the respective procurement document, or unless otherwise approved by Council.

“Mixed Revenue Contracts” means a combination of various types of Revenue Generating Contracts.

“Manager of Procurement” means the Manager of Procurement for the City of Hamilton or a person authorized to act on behalf of the Manager of Procurement on an interim basis.

“Procurement Policy” means the procurement policies approved by Council, as amended from time to time.

“Procurement Procedures and Guidelines” means the procurement procedures and guidelines approved by the City’s Director of Financial Services & Corporate Controller, as amended from time to time.

“Profit Sharing Contracts” means contracts whereby the City receives a portion of revenues, sales or profits earned by a third party under contract with the City.

“Purchase Order” means a written offer to procure Goods and/or Services or a written acceptance of an offer, in a form acceptable to the City Solicitor.

“Purchase Requisition” means an internal online request by a Client Department to the Procurement Section for procurement of Goods and/or Services.

“Request for Information” or **“RFI”** means a process where information is requested from vendors regarding their interest in, or the feasibility and availability of, specific Goods and/or Services in the marketplace and to determine if there are enough vendors to justify a Request for Proposals or Request for Tenders. An RFI may also gather information on potential suppliers and assist Client Departments with their understanding of the marketplace and potential solutions. An Expression of Interest or “EOI” shall be considered an RFI.

“Request for Prequalification’s” or **“RFPQ”** means a process where information is requested from vendors to determine whether or not the vendor has the capability in all respects to perform the contract requirements. The Request for Prequalifications process is initiated before a RFP or RFT is issued and only prequalified vendors are eligible to submit a Bid on such procurements.

“Request for Proposals” or **“RFP”** means a formal request for prices and details on Goods and/or Services from vendors, where the Goods and/or Services may not be able to be fully defined or specified or when alternate methods are being sought to perform a certain function or service, at the time of the request.

“Request for Quotations” or **“RFQ”** means an informal request for prices on Goods and/or Services with an estimated procurement cost between \$10,000 and up to but not including \$100,000, and where comprehensive technical Specifications can be developed. Request for Quotations may be processed by the Client Department.

“Request for Roster Candidates” or **“RFRC”** means a procurement document issued by the City requesting pricing and details with respect to vendors, with the intent of creating an approved list of vendors known as rostered candidates, and whereby work assignments under a specific cost limit will be offered by the City to said rostered candidates on an as-needed basis over a three year period.

“Request for Roster Quotations” or **“RFRQ”** means an informal request for costing from roster candidates for category specific consulting services with an estimated procurement cost between \$150,000 and up to but not including \$250,000.

“Request for Tenders” or **“RFT”** means a formal request for prices on Goods and/or Services from vendors, where the Goods and/or Services are able to be fully defined or specified at the

time of the request.

“Revenue Generating Contracts” means a legal agreement between the City and a third party that yields a financial return for the City. Revenue Generating Contracts include, but are not limited to:

- (a) Service Revenue Contracts; and
- (b) Profit Sharing Contracts; and
- (c) Mixed Revenue Contracts; and
- (d) advertising Contracts.

“Services” means all professional, consulting, construction or maintenance services, as well as any other services described in a Contract or in a RFQ, RFT or RFP.

“Service Revenue Contracts” means the sale of Goods and/or Services by the City to a third party.

“Specifications” means the detailed description of, and written requirements and standards for, Goods and/or Services contained in a RFQ, RFP or RFT to the extent known or available to the Client Department, and also includes any drawings, designs and models.

“Sponsorship” means a financial contribution or in-kind contribution of goods or services provided to the City in return for recognition, and includes advertising sold in support of a City Event.

“Standardization” is a management decision-making process that examines a specific common need or requirement and then selects a Good and/or Service that best fills that need to become the standard.

“Sweatshop” means a facility where individuals manufacture, assemble or produce consumer goods in working conditions that constitute Sweatshop Conditions.

“Sweatshop Conditions” means working conditions that include any of the following:

- (a) employees are not provided with working conditions that: meet or exceed the International Labour Organization (“ILO”) Conventions' standards governing forced labour (ILO Convention 29 – Forced Labour Convention, 1930) and (ILO Convention 105 - Abolition of Forced Labour Convention, 1957), child labour (ILO Convention 138 – Convention concerning Minimum Age for Admission to Employment – the “Minimum Age Convention, 1973” and United Nations Convention On The Rights Of The Child – November 20, 1989, Article 32), payment of wages (ILO Convention 95 - Protection of Wages Convention, 1949), hours of work, occupational health, occupational safety, and non-discrimination (ILO Convention 111 – Discrimination {Employment and Occupation, 1958}); and are in compliance with all applicable federal, state, provincial and local laws of the locality of manufacture; and
- (b) employees are compensated by their employer at an hourly rate below the poverty threshold; and
- (c) employees are subject to forced labour practices, whether in the form of involuntary prison labour, indentured labour, bonded labour or otherwise; and
- (d) employees are under the age of 18 are exposed to situations, in or outside the

workplace, that are hazardous, unsafe or unhealthy; and

- (e) employees are not provided with a minimum of one day off for every seven-day period; and
- (f) employees are subject to physical, sexual, psychological abuse or harassment, verbal abuse, or any other form of abuse, including corporal punishment; and
- (g) employees are not provided with a safe and hygienic workplace, including access to clean toilet facilities and safe drinking water.

"Time-Sensitive" means a situation for which the timing to complete the procurement is paramount, but the time available to follow normal procedures is insufficient.

"Trade Agreements" means the *Canadian Free Trade Agreement (CFTA)*, *Trade and Cooperation Agreement between Ontario and Quebec (OQTCA)*, *Comprehensive Economic and Trade Agreement (CETA)* between Canada and the European Union and such further and other agreements that apply to municipal procurement.

"Vehicle" means a motor vehicle, trailer, traction engine, farm tractor, roadbuilding machine or any vehicle drawn, propelled or driven by any kind of power, including muscular power.

PROCUREMENT POLICY
POLICY # 1 - Vendor Eligibility

SECTION 4.1

- (1) The City will make reasonable efforts to maintain an electronic vendor database of those vendors who have expressed an interest in doing business with the City and who have completed an online registration process.
- (2) Without limiting or restricting any other right or privilege of the City and regardless of whether or not a Bid otherwise satisfies the requirements of a Request for Prequalifications, RFP or RFT, the City may reject any Bid from a vendor where,
 - (a) in the opinion of the City, the commercial relationship between the City and the vendor has been impaired by the act(s) or omission(s) of such vendor including but not limited to any one or more of the following having occurred within the five year period immediately preceding either the date on which the RFP or RFT is awarded or the date on which the vendor has been shortlisted pursuant to a Request for Prequalifications:
 - (i) the vendor being involved in Litigation with the City;
 - (ii) act(s) or omission(s) resulting in a claim by the City under any security submitted by the vendor on a RFP or RFT, including but not limited to a bid bond, a performance bond, or warranty bond;
 - (iii) the failure of the vendor to pay, in full, any outstanding payments (and, where applicable, interest and costs) owing to the City by such vendor, after the City has made demand for payment of same;
 - (iv) the vendor's refusal to follow reasonable directions of the City or to cure a default under any Contract with the City as and when required by the City;
 - (v) the vendor's refusal to enter into a Contract with the City after the vendor's Bid has been accepted by the City;
 - (vi) the vendor's unsatisfactory performance as determined by the City in its absolute discretion, including the vendor's refusal to perform or to complete performance of a Contract with the City;
 - (vii) the vendor having unlawfully or unreasonably threatened, intimidated, harassed, or otherwise interfered with an attempt by any other prospective vendor to bid for a City Contract or to perform any Contract awarded by the City to that vendor;
 - (viii) the vendor having discussed or communicated, directly or indirectly, with any other vendor or their agent or representative about the preparation of the vendor's Bid including, but not limited to, any connection, comparison of figures or arrangements with, or knowledge of any other vendor making a Bid for the same work except in the instance of a Joint Venture where one is permitted.
 - (ix) the vendor having unlawfully or unreasonably threatened, intimidated, harassed, assaulted or committed battery against, or otherwise interfered with an official, employee, representative, agent or independent consultant or contractor of the City in the performance of his or her duties or in any way attempted to influence such persons;

- (x) the vendor has on one or more occasions, in the performance of a Contract with the City, deliberately, with wilful blindness or negligence, save and except an inadvertent error corrected to the satisfaction of the City within a reasonable time, as determined by the City,
 - 1. over-billed, double-billed and/or retained a known over-payment, or has failed to notify the City of an over-payment or duplicate payment;
 - 2. billed for items not supplied;
 - 3. billed for items of one grade, while supplying items of an inferior grade;
 - 4. made a misrepresentation as to the quality or origin of Goods, their functionality or suitability for a purpose, or their performance characteristics;
 - 5. submitted false or misleading information to the City;
 - 6. acted in conflict with the City's interests;
 - 7. misappropriated any property or right of the City, in any form; or
 - 8. committed any other form of sharp or deceptive practice;
 - (xi) any other act or omission by the vendor that the City deems to impair the commercial relationship between the City and the vendor.
- (b) in the opinion of City there are reasonable grounds to believe that it would not be in the best interests of the City to enter into a Contract with the vendor, including but not limited to:
- (i) the conviction of that vendor or any person with whom that vendor is not at arm's length within the meaning of the *Income Tax Act* (Canada) of an offence under any taxation statute in Canada;
 - (ii) the conviction or finding of liability of that vendor under the *Criminal Code* or other legislation or law, whether in Canada or elsewhere and whether of a civil, quasi-criminal or criminal nature, of moral turpitude including but not limited to fraud, theft, extortion, threatening, influence peddling and fraudulent misrepresentation;
 - (iii) the conviction or finding of liability of that vendor under any environmental legislation, whether of Canada or elsewhere, where the circumstances of that conviction evidence a gross disregard on the part of that vendor for the environmental well-being of the communities in which it carries on business;
 - (iv) the conviction or finding of liability of that vendor relating to product liability or occupational health or safety, whether of Canada or elsewhere, where the circumstances of that conviction evidence a gross disregard on the part of that vendor for the health and safety of its workers or customers;
 - (v) the conviction or finding of liability of that vendor under the financial securities legislation whether of Canada or elsewhere, where the circumstances of that conviction evidence a gross disregard on the part of that vendor for its stakeholders.
- (3) For the purposes of subsections (2), (4), (5), (6), (7)(d), (8), (9) and (10) of this Policy # 1, a reference to a vendor shall also include: an officer, a director, a majority or

controlling shareholder, or a member of the vendor, if a corporation; a partner of the vendor, if a partnership; any corporation to which the vendor is an affiliate of or successor to, or an officer, a director or a majority or controlling shareholder of such corporation; a Joint Venture; and any person with whom that the vendor is not at arm's length within the meaning of the *Income Tax Act* (Canada).

- (4) In the circumstances described in subsections (2) and (9), the City may, in addition or in the alternative to rejecting a Bid from a vendor, ban a vendor from competing for or being awarded any City Contract for a period of up to ten years.
- (5) Without limiting or restricting any other right or privilege of the City, the City may refuse to enter into a Contract with a vendor where any of the circumstances described in (2)(a), (2)(b) or (9) of this Policy # 1 have occurred within the five year period preceding the date on which the refusal to enter into the Contract is approved by Council. In addition, or in the alternative to refusing to enter into the Contract, the City may ban a vendor from competing for or being awarded any City Contract for a period of up to ten years as approved by Council
- (6) Except with the prior express written consent of the City,
 - (a) a vendor and its representatives shall not act on behalf of the City with respect to any matter, issue or in connection with any property in which the vendor or any employee or subcontractor of the vendor has a direct or indirect pecuniary interest, including any contingent interest;
 - (b) a vendor shall not act in any case where there may be any conflict of interest between it and the City, and each vendor shall notify the City, in writing, immediately of any potential conflict of interest that may arise prior to the award of any contract and fully disclose any details thereof;
 - (c) before submitting any Bid to act on behalf of the City, the vendor shall exercise reasonable due diligence to confirm that there is no conflict of interest within the contemplation of this subsection; and
 - (d) failure on the part of a vendor to declare a conflict of interest to the City and to obtain the City's prior express written consent to waive the conflict of interest shall result in the vendor being ineligible to Bid and shall form a basis for rejection of a Bid submitted to the City.
- (7) Where the Contract is awarded to a vendor who has made an unauthorized amendment to the City's pre-printed forms (e.g. *Form of Proposal* or *Form of Tender*) or other documents submitted as part of the vendor's Bid, then within a reasonable time of the City discovering that unauthorized amendment, the City may,
 - (a) permit the vendor to withdraw an unauthorized amendment to the City's *Form of Proposal* or *Form of Tender*, at no cost to the City; or
 - (b) cancel or terminate the Contract without any compensation whatsoever to the vendor by giving written notice to that effect to the vendor; or
 - (c) recover from such vendor any amounts the City paid to the vendor and all costs, expenses, damages and losses incurred or accrued by the City as a result of the unauthorized amendment; or

- (d) ban such vendor from competing for or being awarded any City Contract for a period of up to ten years where, in the opinion of Council, the change was made by the vendor as part of a deliberate attempt to deceive and such deception has resulted in an impairment of the commercial relationship between the City and such vendor,
- or any combination of the foregoing.
- (8) Where a vendor has the Lowest Compliant Bid to a RFT or RFP or has the successful Bid in accordance with the evaluation methodology set out in a RFP, which Bid has been rejected due to the vendor's failure to initial a legible change such as an erasure, strike out, white out, cross out or overwriting, within one business day of the City's request, the vendor shall also be banned from competing for or being awarded any City Contract for a period of one year. Only the ban, and not the rejection of the Bid, may be challenged by the vendor in accordance with Policy # 18 – Vendor Complaint Resolution.
- (9) No Lobbying and Single Point of Contact
- (a) A vendor and its representatives are prohibited from engaging in any form of public comment, political statement or other lobbying, of any kind whatsoever, that may or could influence the outcome of the RFI/RFPQ/RFQ/RFT/RFP/RFRC/RFRQ initiated by the City and therefore shall not:
- (i) make any public comment, respond to questions in a public forum, or carry out any activities to publicly promote or advertise their qualifications, their service or product, or their interest in an RFI/RFPQ/RFQ/RFT/RFP/RFRC/RFRQ;
 - (ii) communicate with the City regarding an RFI/RFPQ/RFQ/RFT/RFP/RFRC/RFRQ except through the Manager of Procurement or designate identified in the RFI/RFPQ/RFQ/RFT/RFP/RFRC/RFRQ, who shall be the single point of contact for that procurement document. Having a single point of contact for the RFI/RFPQ/RFQ/RFT/RFP/RFRC/RFRQ is intended to allow all other persons involved with the RFI/RFPQ/RFQ/RFT/RFP/RFRC/RFRQ on behalf of the City to avoid any perception of a conflict of interest and to conduct the procurement set out in the RFI/RFPQ/RFQ/RFT/RFP/RFRC/RFRQ in as fair and objective a manner as possible;
 - (iii) make any attempt to contact, directly or indirectly, any of the following persons, with respect to an RFI/RFPQ/RFQ/RFT/RFP/RFRC/RFRQ,
 1. any member of an evaluation team;
 2. any member of a costing team;
 3. any expert, independent consultant or other advisor assisting the City;
 4. any elected City official;
 5. any staff of the City of Hamilton or its advisors; or
 6. any other persons connected in any way with the procurement document,until such time when the RFI/RFPQ/RFQ/RFT/RFP/RFRC/RFRQ is cancelled or awarded.
- (b) A vendor who has been awarded a Contract shall not engage in any contact or activities in an attempt to influence any elected City official or City staff with

respect to the purchase of additional enhancements, requirements, options, or modules. A vendor may communicate with the City and City staff for the purposes of administration of the Contract during the term of the Contract.

The determination of what constitutes an attempt to influence shall be at the sole discretion of the City, acting reasonably, and is not subject to challenge under Policy # 18 - Vendor Complaint Resolution.

- (c) The restrictions outline in subsection (a) and (b) of Policy #1 do not preclude the vendor from pursuing its remedies under Policy # 18 Vendor Complaint Resolution.
- (10) Where the Manager of Procurement has demonstrated and the Procurement Sub-Committee is satisfied that there is sufficient evidence of act(s) or omission(s) described in this Policy #1 on the part of a vendor, the Procurement Sub-Committee may impose an interim ban upon the vendor from competing or being awarded any City Contract, under the following circumstances:
- (a) while an investigation is being conducted by the Manager of Procurement;
 - (b) while there is documented poor performance or non-performance that has not been resolved to the City's satisfaction and which has impaired the commercial relationship between the City and the vendor such that the vendor ought to be precluded from submitting bids on other contracts until the vendor performance issues have been rectified; or
 - (c) when a vendor has been found to be in breach of a City Contract and which breach has impaired the commercial relationship between the City and the vendor such that an interim ban is necessary in order to preclude the vendor from submitting bids on other contracts pending Litigation or a final ban.

The interim ban may be imposed for a period of up to 12 months. The Procurement Sub-Committee's decision shall be final with respect to the interim ban.

- (11) Where an interim ban is imposed under subsection (10), the Manager of Procurement shall, prior to the expiry of the interim ban, report to the appropriate standing committee of Council the status of the investigation and any recommendations for further action.

POLICY # 2 - Approval Authority

SECTION 4.2

(1) Any person delegated Approval Authority pursuant to this Policy # 2 shall ensure that:

(a) an approved budget exists for the proposed procurement; or

(b) that for the period up until October 1, 2023, the proposed procurement for a replacement Vehicle or its associated equipment is in accordance with the Capital Pre-Approval Policy, as amended through Report FCS21103(a)/PW22081

and that such procurement does not violate any City policies or any applicable law. Any such procurement shall also satisfy any applicable audit requirements of the City.

(2) The following body and persons shall have the respective Approval Authority as set out below:

(i) **Council** must approve the funding for any procurement of a value of \$250,000 or greater.

(ii) **City Manager** must approve the funding for any procurement of a value of \$100,000 up to but not including \$250,000. The City Manager may sub-delegate such Approval Authority to his/her staff, who are referred to as an Authorized Delegate in the table below, at the procurement values he/she deems appropriate. Staff who have been further delegated Approval Authority from the City Manager to approve procurements **shall have no authority to** delegate this Approval Authority to any other person. The City Manager may also exercise the Approval Authority of a General Manager.

(iii) **General Managers** are authorized to approve the funding for procurements of a value up to but not including \$100,000, save and except for Policy #9 – Consulting and Professional Services and in an Emergency wherein Policy # 10 Emergency Procurements shall apply. **Only** General Managers may sub-delegate such Approval Authority to their staff, who are referred to as an Authorized Delegate in the table below, at the procurement values they deem appropriate. Staff who have been further delegated Approval Authority from their General Manager to approve procurements **shall have no authority to** delegate this Approval Authority to any other person.

(a) The following chart indicates the approval authorities for various Procurement Policies in accordance with this Policy #2 as well as the persons having the authority to execute contracts in accordance with Policy #13 Authority to Execute Contracts.

PROCUREMENT POLICY	ESTIMATED PROCUREMENT VALUE (\$, Canadian Funds, exclusive of applicable taxes)	APPROVAL AUTHORITY POLICY #2	AUTHORITY TO EXECUTE CONTRACTS POLICY #13 *
Policy # 5.1 Low Dollar Value Procurements	Up to but not including \$10,000	General Manager or Authorized Delegate	Person who exercised the Approval Authority for the procurement.
Policy # 5.2 Request for Quotations	\$10,000 up to but not including \$100,000	General Manager or Authorized Delegate	Person who exercised the Approval Authority for the procurement.
Policy # 5.4 Request for Proposals	\$10,000 up to but not including \$100,000	General Manager or Authorized Delegate unless any of the conditions in subsection (3) of Policy #2 apply, then Council approval is required.	General Manager and City Manager
Policy # 5.3 Request for Tenders Policy # 5.4 Request for Proposals	\$100,000 up to but not including \$250,000	City Manager or Authorized Delegate unless any of the conditions in subsection (3) of Policy # 2 apply, then Council approval is required.	General Manager and City Manager
		For linear construction Contracts issued in conjunction with the Public Works Department, the General Manager of Public Works or Authorized Delegate unless any of the conditions in subsection (3) of Policy # 2 apply, then Council approval is required.	General Manager of Public Works and City Manager

PROCUREMENT POLICY	ESTIMATED PROCUREMENT VALUE (\$, Canadian Funds, exclusive of applicable taxes)	APPROVAL AUTHORITY POLICY #2	AUTHORITY TO EXECUTE CONTRACTS POLICY #13 *
<p>Policy # 5.3 Request for Tenders</p> <p>Policy # 5.4 Request for Proposals</p>	<p>\$250,000 or greater</p>	<p>Council</p> <p>a) where the funds to procure the goods and services have been previously approved through the budget process;</p>	<p>General Manager and City Manager</p>
		<p>b) for all other Contracts;</p> <p>c) where any of the conditions in subsections (3) and (4) of Policy # 2 apply.</p>	<p>City officials named in the Council resolution shall execute such Contracts on behalf of the City. Where City officials have not been named in the Council resolution, the Mayor and Clerk shall execute such Contract</p>
		<p>For linear construction Contracts issued in conjunction with the Public Works Department, the General Manager of Public Works or Authorized Delegate unless any of the conditions in subsection (3) of Policy # 2 apply, then Council approval is required.</p>	<p>General Manager of Public Works and City Manager</p>
<p>Policy # 7 Construction Contracts (applicable to existing contracts with unexpected circumstances)</p>	<p>\$10,000 or greater</p>	<p>General Manager (Policy #7 <i>Construction Contracts Form</i>)</p>	<p>Where the existing contract requires a formal amendment, same persons as existing contract.</p>

PROCUREMENT POLICY		ESTIMATED PROCUREMENT VALUE (\$, Canadian Funds, exclusive of applicable taxes)	APPROVAL AUTHORITY POLICY #2	AUTHORITY TO EXECUTE CONTRACTS POLICY #13 *
Policy # 10	Emergency Procurements	\$10,000 or greater	General Manager	General Manager
Policy # 11	Non-competitive Procurements (single source and short supply)	Up to but not including \$250,000	General Manager	General Manager
		\$250,000 or greater	Council	City officials named in the Council resolution shall execute such Contracts on behalf of the City. Where City officials have not been named in the Council resolution, the Mayor and Clerk shall execute such Contract.
Policy # 11	Non-competitive Procurements (extension)	Any value where the extension does not exceed 18 months from Contract expiry	General Manager	General Manager
		Any value where the extension exceeds 18 months from Contract expiry	Council	City officials named in the Council resolution shall execute such Contracts on behalf of the City. Where City officials have not been named in the Council resolution, the Mayor and Clerk shall execute such Contract.

*(persons authorized to execute the Contract and all necessary associated documents.
Includes persons in an acting position)

- (3) The Client Department in conjunction with the Procurement Section shall submit a report to Council and the appropriate standing committee recommending award of an RFT or RFP if **ANY** of the following conditions apply:
 - (a) the value of the Bid being recommended for award and any contingency allowance are in excess of the Council approved budget including any contingency allowance, or
 - (b) for capital projects, when the final competitively procured cost of the proposed procurement exceeds the amount provided in the Council approved capital budget for that project by \$250,000 or greater, or
 - (c) for RFTs, the award is not being made for the Lowest Compliant Bid, or
 - (d) for RFPs, the award is not being made in accordance with evaluation methodology set out in the RFP, or
 - (e) where in the opinion of the City Manager, the Client Department's award recommendation is not in the best interest of the City, or
 - (f) there are Provincial or Federal government requirements for Council approval.
- (4) The Client Department shall submit a report to Council and the appropriate standing committee recommending a single source procurement of \$250,000 or greater in accordance with Policy #11 – Non-competitive Procurements.
- (5) Council may delegate further Approval Authority as it considers necessary from time to time, including but not limited to, any extended time periods during which Council does not meet.
- (6) The City's Director of Financial Services & Corporate Controller shall prepare a quarterly status report to Council on Request for Tenders and Request for Proposals which shall identify those procurements:
 - (a) which have been issued, but not yet closed,
 - (b) which have closed and are under review, and
 - (c) which have been awarded or cancelled,since the previous status report.
- (7) The issuance and approval of award of a Revenue Generating Contract of any value requires the approval of the General Manager of the Client Department. It will be at the discretion of the General Manager of the Client Department whether to also seek Council approval on the issuance and/or approval of award of a Revenue Generating Contract.
- (8) Acceptance of a Sponsorship of any value requires the approval of the General Manager of the Client Department. It will be at the discretion of the General Manager of the Client Department whether to also seek Council approval on the City's acceptance of a Sponsorship.

POLICY # 3 - Specifications

SECTION 4.3

- (1) The following requirements shall be followed in the preparation of the Specifications:
 - (a) Specifications are to be detailed but not brand specific, unless standardized in accordance with Policy # 14 – Standardization to maintain a competitive procurement process.
 - (b) Where the Specification requirements of the Client Department will result in a single source purchase, the Client Department shall follow Policy # 11 – Non-competitive Procurements.
 - (c) Where the Specifications relate to matters that are addressed under the Corporate Energy Policy, they shall be approved by the City’s Manager of Energy Initiatives to ensure that they meet the requirements of said policy.
 - (d) Client Departments shall advise the Information Technology Division of proposed procurements that relate to new software purchases and shall comply with the Corporate Computer and Technology Acceptable Use Policy and Security Policies. Specifications shall be approved by Director of Information Technology or Authorized Delegate to ensure that they meet the requirements of said policies.
 - (e) Vendors or potential vendors shall not be requested to expend time, money or effort on design or in developing Specifications or otherwise to help define a requirement beyond the normal level of service expected from vendors. Where such services are required,
 - (i) the Manager of Procurement must be advised;
 - (ii) the contracted vendor will be considered a consultant and will not be allowed to make an offer of the supply of the Goods and/or Services;
 - (iii) where a vendor is retained or is anticipated to be retained to complete pre-Bid services, feasibility studies, preliminary design or development work, the Client Department shall engage the Procurement Section during the preliminary planning stages of the project to determine if follow-on or multi-phase assignments are anticipated and to determine the appropriate competitive procurement process to be used and whether a report to Council is necessary with respect to the project;
 - (iv) a fee shall be paid, the amount of which shall be determined and agreed upon by the vendor before the services commence; and
 - (v) the detailed Specifications shall become the property of the City, and can be used in obtaining Bids.
 - (f) Where it is not possible to prepare precise Specifications to issue a Request for Tenders, a Request for Proposals shall be issued. The Client Department, in cooperation with the Procurement Section, shall prepare evaluation criteria and weightings for the criteria. The RFP shall clearly distinguish those requirements that are deemed mandatory and non-mandatory and shall clearly outline how these items will be evaluated.
 - (g) When preparing the Specifications, the Client Department shall be knowledgeable of the *Ontarians with Disabilities Act, 2005* and the regulations thereunder, as amended, re-enacted or replaced from time to time, and the City’s

Barrier Free Design Guidelines 2006 or the most recent version and apply those requirements with respect to procuring Goods and/or Services and in the development of the Specifications.

- (h) When preparing the Specifications, the Client Department shall consider the amount of packaging that would be associated with the procurement of a Good. If the required level of packaging is felt to be too excessive, then the Specifications for those Goods will require the vendor to be responsible for and bear the cost for the removal and disposal of the packaging materials.
- (2) The preparation of the Specifications for Request for Quotations, Request for Proposals or Request for Tenders shall be the responsibility of the Client Department. Specifications shall be approved by the Client Department Authorized Delegate and shall be forwarded directly to the Procurement Section with approval attached.
- (3) The Procurement Section shall have the authority to review and recommend improvements to the Specifications when deemed necessary. The Client Department shall cooperate with the Procurement Section in the finalization of the Specifications. Should the Procurement Section and the Client Department not be able to reach agreement on Specifications within the allotted timeline, the General Managers of the Client Department and of Finance and Corporate Services Department will attempt to resolve the matter.
- (4) The City may issue a RFI through Centralized Procurement. A RFI can be used to determine if there is sufficient vendor interest to justify proceeding with a competitive procurement process and/or to gain additional information on the Good and/or Service from the vendor community. Any resulting competitive procurement process will be issued in accordance with Policy # 5 – Determining the Procurement Process.

POLICY # 4 - Prequalification of Vendors

SECTION 4.4

- (1) The purpose for prequalification of vendors is to ensure that each vendor intending to perform work on a City Contract can demonstrate its capability to provide the necessary expertise and resources to satisfactorily complete the work required.
- (2) Prequalification of vendors shall be issued through Centralized Procurement and will only be considered in the following circumstances:
 - (a) the work will require substantial project management by the City if the vendor is not appropriately experienced and could result in a substantial cost to the City;
 - (b) the Goods and/or Services to be purchased must meet national safety standards;
 - (c) the work involves complex, multi-disciplinary activities, specialized expertise, equipment, materials, or financial requirements;
 - (d) there could be a substantial impact on City operations if the work is not satisfactorily performed the first time;
 - (e) where time requirements necessitate efficient use of time and expertise;
 - (f) any other circumstances deemed appropriate by the Manager of Procurement.
- (3) Prequalification requires vendors to provide such information as requested by the City to determine that the vendor and, where necessary, any applicable sub-contractors have the capability in all respects to perform the contract requirements. This information may include such things as:
 - (a) previous experience on similar work (firm and staff assigned);
 - (b) capacity to fulfill the contract requirements; and
 - (c) the facilities and/or equipment to perform the work.
- (4) Vendor submissions will be evaluated, ranked, and a list of prequalified vendors will be established.

POLICY # 5 - Determining the Procurement Process

SECTION 4.5

- (1) Sales taxes, excise taxes, value added taxes, duties and shipping shall be excluded in determining the procurement limit of Authorized Delegates and the type of procurement process to be followed.
- (2) The dollar values identified in this Procurement Policy represent the **annual** estimated procurement value for a Good and/or Service to be procured. The annual estimated procurement value is the cumulative value of a particular Good and/or Service in one calendar year. For multi-year Contracts, the estimated total procurement value over the term of the Contract, including any renewal periods, shall be used as the basis for determining which procurement process and Approval Authority applies.
- (3) It should be the intent of the Client Department to procure Goods and/or Services of like nature as a combined effort.
- (4) Where Provincial and/or Federal Governments impose unique requirements in order to qualify for funding, the City's procurement documents will be amended to include those provisions.
- (5) Where there is an incumbent vendor on a corporate City Contract which is of a highly sensitive nature due to the risk associated with financial loss, confidentiality or the handling of sensitive information, a report shall be forwarded to the applicable standing committee of Council and Council to seek direction on the type of procurement process to be followed for the acquisition of the Good and/or Service.
- (6) Where the estimated gross revenue for a Revenue Generating Contract is \$10,000 or greater, the Revenue Generating Contract shall follow the RFP or RFT process through Centralized Procurement.

Service Revenue Contracts of any value shall be exempt from the public procurement processes outlined in the Procurement Policy, save and except Policy # 2 – Approval Authority and Policy # 13 – Authority to Execute Contracts. Mixed Revenue Contracts are not exempt.

In the event that a Revenue Generating Contract falls under more than one City Policy, both Policies must be adhered to unless that Contract and/or the other City Policy is specifically exempted from the Procurement Policy.

**POLICY # 5.1 - Low Dollar Value Procurements
(up to but not including \$10,000)**

SECTION 4.5.1

- (1) Client Departments shall utilize all applicable City Contracts and shall otherwise be in accordance with the Procurement Policy.
- (2) For procurements where there are no applicable City Contracts, the Client Department may directly procure Goods and/or Services with an estimated procurement value up to but not including \$10,000. Neither a RFQ, RFP nor RFT is required for Low Dollar Value Procurements.
- (3) The General Managers may delegate Approval Authority to their staff for Low Dollar Value Procurements. This procurement function has been de-centralized and therefore, it is the responsibility of the respective General Manager to ensure that the Procurement Policy is adhered to.
- (4) An authorized online Purchase Requisition is to be utilized to initiate a Purchase Order and/or formal Contract process for any procurement over \$10,000.

**POLICY # 5.2 - Request for Quotations
(\$10,000 – up to but not including \$100,000)**

SECTION 4.5.2

- (1) Client Departments shall utilize all applicable City Contracts and shall otherwise be in accordance with the Procurement Policy.
- (2) For procurements where there are no applicable City Contracts, a Request for Quotations process is used by the Client Department for Goods and/or Services with an estimated procurement value of between \$10,000 and up to but not including \$100,000 in the following manner:
 - (a) the applicable templated Request for Quotations documents shall be used to issue and secure Bids from vendors unless otherwise previously approved by the Procurement Section;
 - (b) a minimum of three compliant Bids from different vendors shall be obtained by any method of written communication unless otherwise approved by the Procurement Section;
 - (c) in seeking the vendors for Request for Quotations, staff shall also use the electronic vendor database;
 - (d) Bids must be received from a minimum of three separate vendors;
 - (e) a “No Bid” response shall not be considered a valid Bid;
 - (f) all vendors shall receive the same Request for Quotations written information;
 - (g) the Request for Quotations shall be awarded to the Lowest Compliant Bid; and
 - (h) all written Bids shall be retained in the Client Department files in accordance with City By-law No. 11-040 (To Establish Retention Periods for Records of the City of Hamilton), as amended, re-enacted or replaced from time to time.

The Manager of Procurement may waive the requirement for three Bids, but will only do so where the Client Department has demonstrated to the satisfaction of the Manager of Procurement that a minimum of three Bids cannot be obtained.

- (3) Any multi-year Request for Quotations, including any contract with option(s) to extend, issued by the Client Department must be reviewed and approved by the Procurement Section prior to the RFQ being issued. As well, all Bids received in response to a multi-year Request for Quotations and any award recommendation shall also be reviewed by the Procurement Section to ensure compliance with the RFQ this Policy #5.2.
- (4) Staff is encouraged to seek more than the minimum three written Bids to ensure a more competitive process and to utilize any Request for Quotations template provided by the Procurement Section.
- (5) In the event that two or more identical Bids are received and are the Lowest Compliant Bids, best and final offers will be solicited from each of these vendors in order to break the tie. If this effort is unsuccessful, then a draw will be held to determine the successful vendor.
- (6) The Procurement Section shall assist when requested by the Client Department, or when deemed necessary, with the Request for Quotations process.

- (7) An authorized online Purchase Requisition shall be utilized to initiate a Purchase Order and/or formal Contract process.
- (8) When a Client Department would like to issue an RFP in lieu of a Request for Quotations, the RFP shall be issued by the Procurement Section in the same manner as for Requests for Proposals in Policy # 5.4 of the Procurement Policy.

POLICY # 5.3 - Request for Tenders (\$100,000 and greater)

SECTION 4.5.3

- (1) Client Departments shall utilize all applicable City Contracts and shall otherwise be in accordance with the Procurement Policy.
- (2) For procurements where there are no applicable City Contracts,
 - (a) the Request for Tenders process is to be used for Goods and/or Services with an estimated procurement value of \$100,000 or greater and where comprehensive technical Specifications can be developed;
 - (b) the Request for Tenders process shall be carried out by Centralized Procurement;
 - (c) all Requests for Tenders shall be issued and awarded in accordance with the tendering procedures as determined by the City's Director of Financial Services;
 - (d) the Request for Tenders shall be awarded based on the Lowest Compliant Bid. In the event that two or more identical Bids are received and are the Lowest Compliant Bids, best and final offers will be solicited from each of these vendors in order to break the tie. If this effort is unsuccessful, then a draw will be held to determine the successful vendor.
- (3) When no compliant Bids are received in response to a Request for Tenders, and
 - (a) where time permits, in the opinion of the General Manager of the Client Department, the Request for Tenders shall be re-issued with the appropriate revisions; or
 - (b) where only one Bid has been received, the Manager of Procurement in conjunction with the Client Department may proceed to negotiate the changes required to achieve an acceptable Bid, provided that such changes will not alter the general nature of the procurement described in the Request for Tenders; or
 - (c) where time does not permit the re-issuance of the Request for Tenders in the opinion of the General Manager of the Client Department, and the Request for Tenders is not otherwise being revised, all vendors who submitted a Bid or secured the original Request for Tenders shall be given the opportunity to submit a new Bid. The Procurement Section will communicate to each vendor who previously submitted a Bid, any deficiencies that resulted in its Bid being deemed non-compliant. This process may utilize a post-closing addendum; or
 - (d) where time does not permit the re-issuance of the Request for Tenders, and the Request for Tenders is being revised, all vendors who submitted a Bid or secured the Request for Tenders, shall be given the opportunity to submit a new Bid. The Procurement Section will communicate to each vendor who previously submitted a Bid, any deficiencies that resulted in its Bid being deemed non-compliant. This process may utilize a post-closing addendum. The General Manager of the Client Department shall approve this process prior to implementation.
- (4) Where one or more Bids have been received and are in excess of budgeted funds, the General Manager of the Client Department in consultation with the Manager of Procurement may enter into negotiations with the vendor submitting the Lowest Compliant Bid, where it is agreed that the changes required to achieve an acceptable Bid will not

change the general nature of the requirement described in the RFT.

- (5) The Goods and/or Services shall be procured through a Purchase Order, Contract process and/or any other process as approved by the Director of Financial Services & Corporate Controller. Where a formal Contract is necessary, such Contract shall be in a form satisfactory to the City Solicitor.
- (6) Where a Time-Sensitive situation occurs, the Manager of Procurement may authorize the Client Department to utilize the Policy # 5.2 - Request for Quotations in lieu of the Request for Tenders process.

POLICY # 5.4 - Request for Proposals (\$10,000 and greater)

SECTION 4.5.4

- (1) The Client Departments shall utilize all applicable City Contracts and shall otherwise be in accordance with the Procurement Policy.
- (2) For procurements where there are no applicable City Contracts,
 - (a) the Request for Proposals process is to be used for Goods and/or Services with an estimated procurement value of \$10,000 or greater and where comprehensive technical Specifications cannot be fully defined or specified, or when alternate methods are being sought to perform a certain function or service, at the time of the request;
 - (b) the Request for Proposals process must be implemented through Centralized Procurement;
 - (c) the Request for Proposals shall be issued and awarded in accordance with the RFP procedures as determined by the City's Director of Financial Services & Corporate Controller;
 - (d) the Request for Proposals shall clearly set out the evaluation criteria and weightings upon which an award of the Request for Proposals may be made. Subject to minor variations as may be approved by the Manager of Procurement, the evaluation methodologies that may be employed, are:
 - (i) **FIXED PRICE.** The City establishes a fixed dollar value for the award, and the Bids consist of only a technical Bid for that fixed dollar value. The City evaluates the technical Bids received against the evaluation criteria and weightings set out in the RFP. The award shall be made to the highest scoring vendor; or
 - (ii) **PRICE PER POINT.** The evaluation of the RFP will utilize a multi-step evaluation process. The City evaluates the technical Bids received against the evaluation criteria and weightings set out in the RFP. For those technical Bids that successfully meet the benchmark score stipulated in RFP, the City will open the price Bid received. The City will then calculate the price per point for each Bid meeting the technical benchmark score and the award will be made to the vendor with the lowest price per point; or
 - (iii) **COMBINATION OF TECHNICAL AND PRICE SCORES.** The RFP will utilize a multi-step evaluation process. The City evaluates the technical Bids received against the evaluation criteria and weightings set out in the RFP. For those technical Bids that successfully meet the benchmark score stipulated in RFP, the City will open the price Bid received and score the price based on a predetermined calculation set out in the RFP. The price weighting must be a minimum of 25 percent of the technical weighting. Only the General Manager of the Client Department may approve a price weighting of less than 25 percent of the technical weighting. A total evaluation score will be determined by adding the technical score and the price score. The award shall be made to the highest scoring vendor; or

- (iv) **LOWEST PRICED BID MEETING TECHNICAL BENCHMARK SCORE.**
The RFP will utilize a multi-step evaluation process. The City evaluates the technical Bids received against the evaluation criteria and weightings set out in the RFP. For those technical Bids that successfully meet the benchmark score stipulated in the RFP, the City will open the price Bid received. The award shall be made to the vendor who has successfully met the technical benchmark score and has the lowest priced Bid.

Where the RFP requires multiple vendors or a roster of vendors, the award shall be made consistent with the evaluation methodology stated above. The number of vendors to be awarded and the manner in which they shall be selected shall be clearly set out in the RFP.

Where an evaluation methodology other than the above is proposed, specific Council approval shall be obtained.

- (3) The Procurement Section will facilitate the RFP evaluation process. An evaluation committee will be formed with a minimum of three evaluators and be comprised of at least one representative from the Client Department. The evaluators shall review all compliant Bids against the established criteria, reach consensus on the final rating results, and ensure that the final rating results with supporting documents are kept in the procurement file. The Procurement Section representative shall not participate in the scoring of the Bid;
- (4) All Bids that meet the required terms, conditions and Specifications outlined in the Request for Proposals document shall be evaluated based on the evaluation criteria and weightings, subject to any rights or privileges reserved by the City;
- (5) Any award shall be made in accordance with the evaluation criteria and weightings contained in the Request for Proposals document, subject to any rights or privileges reserved by the City or as otherwise approved by Council.
- (6) When no compliant Bids are received in response to a Request for Proposals, and
- (a) where time permits in the opinion of the General Manager of the Client Department, the Request for Proposals shall be re-issued with the appropriate revisions; or
 - (b) where time does not permit the re-issuance of the Request for Proposals in the opinion of the General Manager of the Client Department, the Request for Proposals is not otherwise being revised, and the non-compliance is associated with the pricing portion of the multi-two step evaluation process, all vendors who have successfully passed the technical proposal requirements of the Request for Proposals shall be given the opportunity to submit a new price Bid only. The Procurement Section will communicate to each of these vendors, any Bid deficiencies that resulted in its Bid being deemed non-compliant. This process may utilize a post-closing addendum.
- (7) Where only one Bid has been received in response to a Request for Proposals and
- (a) is non-compliant; or
 - (b) has successfully passed the technical proposal requirements and the Bid is non-compliant,

the Manager of Procurement in conjunction with the Client Department may proceed to negotiate the changes required to achieve an acceptable Bid, provided that such changes will not alter the general nature of the requirement described in the Request for Proposals.

- (8) Where the Bid being recommended for award is in excess of budgeted funds, the General Manager of the Client Department in consultation with the Manager of Procurement may enter into negotiations with the vendor submitting that Bid, provided that it is agreed by both the City and the vendor that the changes required to achieve an acceptable Bid will not alter the general nature of the requirement described in the RFP.
- (9) Except where another process is approved by the Director of Financial Services & Corporate Controller, the Goods and/or Services shall be procured through a Purchase Order and/or Contract process. Where a formal Contract is necessary, such Contract shall be in a form satisfactory to the City Solicitor.

POLICY # 6 - Unsolicited Proposals

SECTION 4.6

- (1) If it is determined that there is a legitimate need for the Goods and/or Services offered by way of an unsolicited proposal, then an Acquisition Method shall be conducted in accordance with the Procurement Policy.

POLICY # 7 - Construction Contracts

SECTION 4.7

- (1) Where the procurement of Goods and/or Services involves construction, such construction Contracts must also meet the requirements of the Procurement Policy. However, construction Contracts of \$100,000 or greater also require both a Purchase Order and a written legal agreement, in a form satisfactory to the City Solicitor.
- (2) Construction Contracts are subject to the City's Fair Wage Policy and Fair Wage Schedule. The Fair Wage Policy and Fair Wage Schedule can be accessed on the City of Hamilton website.
- (3) For an approved construction Contract in which an unexpected circumstance arises during construction resulting in additional construction work, the General Manager of the Client Department may authorize the payment for such work and approve any required purchase acquisition documents, including a completed *Construction Contracts Form*.
- (4) Where additional consultancy work is required to oversee or administer the additional construction work referred to in subsection (3), and the consultancy services were not issued as a Policy #9 Consulting and Professional Services roster assignment, Policy #10 Emergency - Procurements or Policy #11-Non-competitive Procurement, the General Manager of the Client Department may authorize the payment for such consultancy work and approve any required purchase acquisition documents, including a completed *Construction Contracts Form*.
- (5) The *Construction Contracts Form* shall detail what additional construction or consultancy work was required to address the unexpected circumstances. Such additional work shall not expand the scope of the work but shall have been determined to be necessary in order to deliver the original approved work.

POLICY # 8 - Vendor Performance Evaluation

SECTION 4.8

- (1) On an annual basis and at the completion of every Contract for Goods and/or Services of \$100,000 or greater, the Client Department shall complete a *Vendor Performance Evaluation Form*. The General Manager of the Client Department shall ensure this performance evaluation is completed for these Contracts. Such evaluation shall be completed and a copy will be forwarded to the Procurement Section.
- (2) In the event of a vendor's unsatisfactory performance as determined by the City in its absolute discretion, including the vendor's refusal to perform or to complete performance of a Contract with the City at any time during the term of any City Contract, the General Manager or an Authorized Delegate of the Client Department shall complete and forward a copy of the Vendor Performance – Incident Reporting Form as soon as reasonably possible after the occurrence.
- (3) Documented unsatisfactory performance on any City Contract will be used to determine the eligibility of a vendor to continue to provide Goods and/or Services to the City on a current Contract and to determine their ability to participate on future City Contracts. Any vendor may be excluded from a bidding process due to unsatisfactory performance, where in the opinion of the Procurement Sub-Committee or Council, the commercial relationship between the City and such vendor has been impaired.
- (4) The City's Public Works Department shall be responsible for the vendor performance evaluation process with respect to linear construction Contracts issued by that department under Policy # 7 – Construction Contracts in a format which includes feedback from area residents and elected officials.
- (5) In the event of a vendor's breach of a City Contract, the Manager of Procurement in consultation with the Client Department shall have the discretion to either:
 - (a) re-issue the RFQ, RFT or RFP; or
 - (b) negotiate and enter into a new Contract for the remainder of the Contract with the second lowest bidder of the original RFT or RFQ, or the next qualified Proposal of the original RFP,whichever is in the best interests of the City.

POLICY # 9 - Consulting and Professional Services

SECTION 4.9

- (1) Unless otherwise provided, Consulting and Professional Services shall be acquired in accordance with the Procurement Policy.
- (2) A Consulting and Professional Services roster will be established every three years through a formal Request for Rostered Candidates process.
- (3) All Consulting and Professional Services roster contracts shall be awarded either by work assignments under the RFRC or by using a RFRQ process:
 - (a) Work assignments under the RFRC:
 - (i) shall be presented to vendors on an approved list (rostered candidates) and distributed on a rotational basis as well as a “best fit” basis;
 - (ii) shall have an estimated procurement cost of less than \$150,000; and
 - (iii) the General Manager of the Client Department shall award such works assignments by direct appointment through the applicable roster captain. The applicable roster captain shall ensure that there is a reasonably equitable distribution of the works, based on the total dollar value of the work. This method allows the City to employ a number of different consultants while matching the particular talents of a consultant to the project needs.
 - (b) The RFRQ:
 - (i) shall be issued to no less than three roster candidates under a specific roster category;
 - (ii) shall have an estimated procurement cost between \$150,000 and up to but not including \$250,000; and
 - (iii) is to be awarded to the lowest compliant Bid received.

The RFRQ process shall be administered by the Procurement Section and any Bids submitted shall be sent directly to the designated procurement specialist.

- (4) The General Manager of the Client Departments and the Manager of Procurement shall approve the appointment of rostered candidates and any acceptable subsequent change in any rostered candidate for their respective roster categories in accordance with the Request for Rostered Candidate document.
- (5) The General Managers of the Client Departments shall be responsible to prepare a joint annual information report to Council on all assignments awarded including consultants used and a breakdown of the total cost utilized by each roster category.

POLICY # 10 – Emergency Procurements

SECTION 4.10

- (1) Where in the opinion of the General Manager of the Client Department, an Emergency exists, Goods and/or Services shall be acquired by the most expedient and economical means. The Procurement Section will provide cooperative assistance when requested to expedite any procurement documents necessary to deal with the Emergency. The General Manager of the Client Department shall provide the reasons for his or her opinion that an Emergency exists and shall approve any purchase acquisition document issued under such conditions. For amounts exceeding \$250,000, the General Manager shall issue an information update to the City Manager and to Council,
- (2) Where the Emergency Operations Centre (“EOC”) has been activated or Emergency situation has been declared, the City’s EOC Plan shall supersede this Procurement Policy. Where feasible, all Goods and/or Services acquired during an EOC activation or a declared Emergency are to be processed on a Purchase Order and managed and documented through the use of a transaction log report. For amounts exceeding \$250,000, the City Manager shall submit an information update to Council.
- (3) Any information updates to Council shall endeavor to provide details as to what vendor(s) were engaged and the costs incurred as a result of procuring Goods and/or Services to resolve the Emergency.
- (4) Subsequent to the resolution of the Emergency, all transactions require a Purchase Requisition to be entered to complete the procurement process. The Client Department shall complete the *Emergency Procurement Form* and forward it to the Manager of Procurement for informational purposes.

POLICY # 11 - Non-competitive Procurements

SECTION 4.11

- (1) Subject to Policy # 2 - Approval Authority, the General Manager of the Client Department will approve the *Non-competitive Procurement Form*, justifying the need to use this Policy # 11 prior to City staff entering into any discussions with any vendor regarding the purchase of the Goods and/or Services. This process may be adopted when any of the following conditions apply:
 - (a) when Goods and/or Services are judged to be in short supply due to market conditions (short supply);
 - (b) when a single source (for the purpose of this policy this shall include sole source transactions) for the supply of a particular Good and/or Service is being recommended because it is more cost effective or beneficial for the City (single source);
 - (c) where a City Contract has expired or will very shortly expire and unforeseeable circumstances have caused a delay in issuing a new RFP or RFT so that a Contract extension is required (Contract extension).

- (2) Council must approve any requests for negotiations for:
 - (a) a single source as set out in subsection (1)(b) of this Policy #11, where the cumulative value of the Policy 11 exceeds a multi-year value of the proposed procurement is \$250,000 or greater. For greater clarity, the total cumulative value of a Policy 11 shall not exceed \$250,000 in any given year or multiple consecutive years; or
 - (b) an extension as set out in subsection (1)(c) of this Policy #11, where the extension exceeds 18 months from the expiry of the Contract with a vendor.

- (3) All approved forms shall be forwarded to the Manager of Procurement. The Manager of Procurement will be responsible for reporting the use to Council on a quarterly basis.

TOTAL CUMULATIVE VALUE (\$, Canadian, Not including tax)	APPROVAL TO INITIATE POLICY # 11 PROCESS	APPROVAL TO ENTER INTO CONTRACT
Up to but not including \$250,000 for a single source or short supply type purchase	General Manager	Policy # 2 – Approval Authority
\$250,000 or greater for single source or short supply type purchases	Council	Council as per Policy # 2 – Approval Authority

TOTAL CUMULATIVE VALUE (\$, Canadian, Not including tax)	APPROVAL TO INITIATE POLICY # 11 PROCESS	APPROVAL TO ENTER INTO CONTRACT
Any value where the extension of a Contract does not exceed 18 months from Contract expiry	General Manager	Policy #2 – Approval Authority
Any value where the extension of a Contract exceeds 18 months from Contract expiry	Council	Council as per Policy # 2 – Approval Authority

- (4) (a) That for the period up until May 1, 2023, for Contracts where the Goods and/or Services have been significantly impacted by extenuating circumstances within a commodity market to the extent where it may be necessary to consider a price adjustment in the Contract for that Good and/or Service, the General Manager of the Client Department in consultation with the General Manager of Finance and Corporate Services and the Manager of Procurement:
- i) may enter into negotiations with the vendor on an existing Contract where:
 - .1 the vendor has provided evidence and the Procurement Manager has verified that the commodity market for the Good and/or Service has resulted in unprecedented price fluctuations; and
 - .2 where the timely and continuous supply of the Good and/or Service is required;
 - ii) may execute any amendment to the Contract and any ancillary documents required to give effect thereto with the vendor, in a form satisfactory to the City Solicitor;
- (b) The City's Director of Financial Services & Corporate Controller shall be responsible to prepare an annual information report to Council on all Contracts that have been amended as per subsection (4) of this Policy #11.
- (c) Where the annual increase in costs resulting from the amendment to the Contract exceeds \$250,000, be required to submit an information update to the City Manager and to Council for their information.
- (5) The Goods and/or Services shall be procured through a Purchase Order, a formal Contract or any other process as approved by the Director of Financial Services & Corporate Controller.
- (6) Where consultancy services are being procured and are in excess of \$100,000, a formal Contract shall be required.
- (7) All formal Contracts shall be in a form satisfactory to the City Solicitor.

POLICY # 12 - Cooperative Procurements

SECTION 4.12

- (1) The City may participate with other government bodies, public authorities, conservation authorities, municipalities, academia, schools, hospitals (MASH sector) and not-for-profit organizations in cooperative procurement ventures for Goods and/or Services when it is in the best interests of the City to do so. Such cooperative procurements shall require the prior written approval of the Manager of Procurement.
- (2) At the discretion of the City's Manager of Procurement, the procurement procedures and policies of the entity initiating the procurement process will be followed.
- (3) The City will issue its own purchase order or contract for their respective Goods and/or Services to the successful vendor or where applicable to the lead participating agency for all cooperative procurements.
- (4) In the absence of an applicable City Contract and with the approval of the Manager of Procurement, the Client Department may purchase Goods and/or Services using established contracts issued by other government bodies, public authorities, conservation authorities, municipalities, academia, schools, hospitals (MASH sector) and not-for-profit organizations. For these contracts, the selection of the vendor must have been made through a competitive procurement process and the resulting contract must permit the City to purchase from that vendor under the same terms and conditions.
- (5) Where the Province of Ontario requires the City to meet a provincial standard for any Goods and/or Services, and has established a prequalified vendor of record list for such Goods and/or Services, the City may invite only those prequalified vendors to participate in the RFQ, RFT or RFP.

POLICY # 13 - Authority to Execute Contracts

SECTION 4.13

- (1) The General Manager of the Client Department and the City Manager shall execute Contracts and all necessary associated documents on behalf of the City for all RFT and RFP awards approved in accordance with Policy # 2 – Approval Authority. The applicable General Manager shall be the General Manager of Finance & Corporate Services in the case of a corporate-wide Contract.
- (2) Where a Contract is required for a procurement which was not initiated by an RFT or RFP but was otherwise authorized and approved in accordance with Policy # 2 – Approval Authority, the person having the applicable Approval Authority for the procurement shall also have the authority to execute the Contract and all necessary associated documents on behalf of the City.
- (3) For all other Contracts that received Council approval, the City officials named in the Council resolution shall execute such Contracts on behalf of the City. Where City officials have not been named in the Council resolution, the Mayor and Clerk shall execute such Contract.
- (4) The person(s) who have executed a Contract on behalf of the City in accordance this Policy # 13 shall also have the authority to execute any documents for an amendment, an assignment or corporate change request related to such Contract.
- (5) All Contracts shall be in a form satisfactory to the City Solicitor and shall contain content which is acceptable to the Client Department.
- (6) All Authorized Delegates will complete the *Notification of Signing Authority Form*, which shall not be effective until approved and executed by the General Manager or City Manager, as the case may be, and forwarded to the City's Finance & Administration and Special Projects Division for reference.

POLICY # 14 - Standardization

SECTION 4.14

- (1) The Manager of Procurement shall have the authority to negotiate with the original equipment manufacturers and licensed distributors of approved standardized products.
- (2) The Standards and Approved Products Committee shall be responsible to prepare an annual information report to Council outlining the rationale for any Standardization of Goods added to the City's Approved Products Listing, the number of Goods standardized and any standardized Good resulting in a single source purchase.
- (3) Where a standardized Good can be procured from more than one vendor that Good shall not be considered a single source purchase.
- (4) Where a standardized Good or Service is approved by Council or the Manager of Procurement and the expiry of the standardization is not stated in the approval report or motion, the expiry of the standardization shall be no more than 3 years from the date of the approval.
- (5) Standardization Approval Summary Table

Standardization Type	Total Cumulative Value (\$)	Duration of the Standard	Approval Required	Expiry
Standardization does not result in a single source purchase.	Less than \$100,000	No more than 5 years	Manager of Procurement or The Standards and Approved Products Committee*	At the conclusion of the contract term.
Standardization does not result in a single source purchase.	Less than \$100,000	Greater than 5 years	Council or The Standards and Approved Products Committee*	As approved by Council or The Standards and Approved Products Committee.
Standardization does not result in a single source purchase.	\$100,000 or greater	Any	Council or The Standards and Approved Products Committee*	As approved by Council or The Standards and Approved Products Committee.
Standardization results in a single source purchase.	\$10,000 or greater	Any	Council or The Standards and Approved Products Committee*	As approved by Council or The Standards and Approved Products Committee.

*Approvals made by The Standards and Approved Products Committee shall only be within the committee's mandate as approved by Council.

POLICY # 15 - Participation of Elected City Officials in the Procurement Process

SECTION 4.15

- (1) Elected City officials may participate in the procurement process in the narrowly defined circumstances described in this Policy #15 for those specific procurement projects identified by Council.
- (2) Elected City officials may participate as members of a steering committee for significant procurement projects identified by Council.

When Council identifies a significant procurement project for which elected City officials are to participate as members of a steering committee, Council will also address the following issues:

- (a) the extent of the elected City officials' involvement in the procurement process to ensure that they are able to provide input prior to the issuance of the procurement documents and to oversee the procurement process, but not function in a decision-making capacity;
 - (b) the selection of elected City officials who are able to comply with Policy # 17 - Conflicts of Interest and who do not otherwise have a perceived or actual conflict of interest that would impair their ability to be impartial; and
 - (c) the number of elected City officials to participate.
- (3) Elected City officials may not participate in the procurement process where they are required to be in an evaluation capacity. Their involvement in the approval capacity of the procurement process is limited to items that must be approved by Council pursuant to Policy # 2 - Approval Authority.

POLICY # 16 - Disposal of Surplus and Obsolete Goods

SECTION 4.16

- (1) A Director of the Client Department shall:
 - (a) declare a good as surplus or obsolete to the needs of the City before the good may be disposed of in accordance with this Policy # 16; and
 - (b) recommend the appropriate disposal methods, which are cost effective and in the best interest of the City, for the declared surplus or obsolete good.
- (2) The Manager of Procurement, in conjunction with the City's Director of Financial Services & Corporate Controller, shall have the authority to sell, exchange, or otherwise dispose of goods declared as surplus or obsolete to the needs of the City by any of the following disposal methods:
 - (a) by sale, lease, license or other disposition to other City departments; or
 - (b) by sale, lease, license or other disposition to public or private sector entities; or
 - (c) by external advertisement, Revenue Generating Contract, formal request, auction or public sale (where it is deemed appropriate, a reserve price may be established); or
 - (d) by donation to a non-profit agency; or
 - (e) by recycling; or
 - (f) in the event that all efforts to dispose of the goods by sale are unsuccessful, by scrapping or destroying if recycling is unavailable.
- (3) No disposition of such good(s) shall be made to employees of the City, members of Council, or their family members unless such good(s) are sold through external advertisement, formal request, auction or public sale and no conflict of interest exists. Prior to any such disposition, the employee shall declare their interest in writing to their General Manager, who will confirm whether any conflict of interest exists. In the case of an elected official, the elected official shall declare their interest in writing to the City Manager. Family members include those defined by the City's Code of Conduct for Employees Policy, Code of Conduct for Members of Council or such other similar policy currently in force.
- (4) The Manager of Procurement shall submit an annual report to the General Manager of Finance and Corporate Services summarizing the disposal of all surplus and obsolete goods pursuant to this Policy # 16.
- (5) The value of any declared surplus or obsolete good cannot be used to offset the value of procurement when determining the procurement process. For example, any trade-in value or salvage value recoverable from a project cannot be used to offset, reduce or change the value of the procurement for purposes of determining the appropriate procurement process to be followed under the Procurement Policy.
- (6) The disposal of artifacts is exempt from the requirements of the Procurement Policy.

POLICY # 17 - Conflicts of Interest

SECTION 4.17

- (1) Employees of the City shall not have a pecuniary interest, either directly or indirectly, in any City Contract or with any person acting for the City in any Contract for the supply of Goods and/or Services for which the City pays or is liable, directly or indirectly to pay unless such interest has been declared pursuant to the Code of Conduct for Employees Policy, as amended or replaced from time to time, and the employee otherwise complies with such policy.
- (2) In addition to complying with the Code of Conduct for Employees Policy as set out under subsection 4.17(1), employees of the City are required to declare any pecuniary interest, either direct or indirect, in writing to their General Manager with a copy to the Manager of Procurement indicating the specific nature of the conflict.
- (3) Members of Council are required to declare any pecuniary interest direct or indirect, and its general nature, which may result in a conflict of interest pursuant to the *Municipal Conflict of Interest Act* and the member of Council shall otherwise comply with that Act.
- (4) Any Contract with the City may be voided in which a member of Council or any employee of the City has an undeclared direct or indirect pecuniary interest.
- (5) All City employees and others participating in the development of the Specifications and/or evaluation for any Request for Tenders, Request for Prequalifications and Request for Proposals will be required to complete and sign a *Conflict of Interest Form*.

POLICY # 18 - Vendor Complaint Resolution

SECTION 4.18

- (1) The City of Hamilton encourages the most open, competitive procurement processes and the objective and equitable treatment of all vendors.
- (2) Vendors may feel aggrieved and may seek to dispute the recommendation of an award of a Contract. To maintain the integrity of the process, vendors who believe they have been treated unfairly may take the following steps, prior to the award of the Contract:
 - (a) Request a meeting with the Manager of Procurement within ten business days after the earlier of the following dates set out below has occurred:
 - (i) the date the vendor is notified that its Bid is non-compliant; and
 - (ii) the date the vendor is notified of the results of the evaluation of its Bid.

The vendor's request shall be in writing and shall provide a detailed statement of the grounds of the complaint, including copies of relevant documents, and identify the form of relief requested; and
 - (b) If no resolution satisfactory to both parties has been achieved, the vendor will have three business days from the date of the meeting with the Manager of Procurement to make a formal written request to meet with the General Managers of the Client Department and of Finance and Corporate Services regarding the vendor's complaint. The General Managers will make the final decision regarding the vendor's complaint, which decision may be made orally or in writing. If the General Managers' decision means that the City can proceed with the award of the Contract, then the award may occur at any time after such decision is made.
- (3) The scheduling of any meeting with the Manager of Procurement or applicable General Managers shall take place within three business days of the Manager of Procurement's receipt of the vendor's written request to meet so as not to delay the award of a contract. The Manager of Procurement shall provide the vendor with proposed dates and times for the meeting. The vendor shall be required to respond with their availability and attend a meeting at one of the proposed day and times otherwise have their complaint denied.
- (4) The request for any meeting with the applicable General Managers may be denied. For instance, where the applicable General Managers have determined that it would be inappropriate or where there is no merit to the complaint.
- (5) Where a vendor has been banned from competing for or being awarded any City Contract for a period of one year in accordance with subsection 4.1(7) of Policy # 1 - Policy for Vendor Eligibility;
 - (a) the vendor may challenge the one year ban only to the appropriate standing committee of Council where there are extenuating circumstances respecting why the initialing was not done within one business day of the City's request; and
 - (b) the appropriate standing committee will provide to Council a recommendation with respect to the vendor's complaint.

POLICY # 19 – Non-compliance with the Procurement Policy

SECTION 4.19

- (1) Subject to Policy # 2 - Approval Authority, the General Manager of the Client Department in consultation with the Manager of Procurement will authorize the use of a *Non-Compliance with the Procurement Policy Form* which outlines the circumstances behind the non-compliance issue. This process is to be used when there is a violation of the Procurement Policy consisting of one or more of the following:
 - (a) the contracting of a vendor to provide Goods and/or Services, not in accordance with the requirements of the Procurement Policy;
 - (b) the receipt of an invoice by the City from a vendor, for Goods and/or Services previously acquired outside the procurement process required under the Procurement Policy;
 - (c) where it can be proven that the actions or non-actions of an employee, or employee group results in the requirement to initiate a procurement process pursuant to Policy # 10 – Emergency Procurements or Policy # 11 – Non-competitive Procurements;
 - (d) splitting of purchases contrary to the Procurement Policy requirements;
 - (e) any and aall other violations of the Procurement Policy.
- (2) Notwithstanding subsection (1) of this Policy # 19, an employee who fails to act in accordance with the provisions of the Procurement Policy, will be subject to appropriate disciplinary action up to and including termination of employment.

The General Manager of the Client Department will review such violations (through the *Non-Compliance with the Procurement Policy Form*) and shall consult with the Director of Employee & Labour Relations for consideration of any disciplinary action to be taken as appropriate.

- (3) The Director of Financial Services & Corporate Controller will be responsible for reporting the use of all *Procurement Policy Non-Compliance Forms* to Council on a quarterly basis.

POLICY # 20 – Review of the Procurement Policy

SECTION 4.20

- (1) The Manager of Procurement shall submit to the Procurement Sub-Committee and to the appropriate standing committee of Council a biennial report recommending any changes to the Procurement Policy to meet the needs and requirements of the City to operate in an efficient and cost effective manner and in accordance with all applicable laws.
- (2) All changes to the Procurement Policy require the approval of Council.
- (3) Changes to Procurement Procedures and Guidelines require the approval of the City's Director of Financial Services & Corporate Controller.
- (4) On a periodic basis the City's Internal Auditor will review the Procurement Policy to assess its effectiveness.

POLICY # 21 – Anti-Sweatshop Procurement

SECTION 4.21

- (1) The City of Hamilton does not encourage the use of consumer goods or products manufactured, assembled or produced in factories where persons and, in particular, children are used as slave or forced labour or in other exploitive manners which restricts the person's freedom or impedes the child's development. The City will consider the supply of consumer goods or products manufactured under such exploitive manners as a negative practice of the vendor.
- (2) The City will not knowingly accept consumer goods or products manufactured, assembled or produced in a Sweatshop or under Sweatshop Conditions.
- (3) The determination of compliance with this Policy # 21 shall be in the absolute discretion of the Manager of Procurement. The Manager of Procurement may, but is not obligated to, request further information and documentation from the vendor to confirm compliance; and may base his or her determination on information provided by Canadian or international certification or compliance agencies or groups, workers or labour unions or organizations, manufacturers, consumer groups, international organizations, ILO or United Nations sources and other parties.
- (4) If any consumer goods or products supplied under a RFQ/RFP/RFT are determined by the Manager of Procurement to be manufactured, assembled or produced in contravention to this Policy # 21 and/or the certificate required hereunder, the City reserves the right, at its absolute discretion, to:
 - (a) return all the goods to the vendor and require the vendor to replace, within 30 days from the date of notification by the City, the non-compliant goods or products with goods or products, of at least equal value, complying with this Policy # 21 and all other requirements and specifications of the RFQ/RFP/RFT, all at no cost to the City; or
 - (b) require the vendor, within 30 days from the date of notification by the City, to provide the City with conclusive evidence that the consumer goods or products have not been manufactured, assembled or produced in contravention of this Policy # 21, failing which the City may terminate the Contract without any compensation and without notice to the vendor.
- (5) If the City terminates a Contract with a vendor as a result of a breach of this Policy # 21, the City shall cease to be liable to the vendor or to any other person for any unpaid amounts that would otherwise have been payable under the terms of the Contract and shall not be under any obligation to return to the vendor any product supplied by the vendor under the Contract.
- (6) Child Labour Produced Goods Unacceptable

The City fully subscribes to the United Nations Convention on the Rights of the Child and, in particular, Article 32 of the Convention that requires that a Child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the Child's health or physical, mental, spiritual, moral or social development. The City reserves the right to terminate any Contract unconditionally and without liability or compensation whatsoever to the City in the event

that consumer goods received from a vendor are discovered to have been manufactured, produced or assembled in a Sweatshop or in non-compliance with the national labour laws and regulations with respect to child employment and/or non-compliance with the United Nations Convention on the Rights of the Child.

- (7) A vendor shall certify the following on *the Form of Quotation/Form of Proposal/Form of Tender* to be included in an RFQ/RFP/RFT, as the case may be:

“We hereby represent and certify the foregoing:

- (a) all goods or products supplied under this RFQ/RFT/RFP have not been manufactured, assembled or produced, either wholly or in part, in a Sweatshop, as defined in the City of Hamilton’s Procurement Policy or by child labour;
- (b) that any goods or products found to be supplied in contravention of the City’s Anti-Sweatshop Policy will be returned to us, at our cost and at no cost whatsoever to the City, and that the City has the option to have the goods or products replaced by us with product of at least equal value, meeting specifications of the RFQ/RFT/RFP, or the City may terminate the Contract without any compensation whatsoever to us.

We hereby acknowledge that the City has been induced to consider this RFQ/RFT/RFP on the basis of this representation and certification.

We further acknowledge that the City shall have the right to reject our Quotation, Bid, or Proposal, terminate any Contract made, and collect any of its losses or damages arising out of our breach of the City of Hamilton’s Procurement Policy.”

POLICY # 22 – In-House Bid Submissions

SECTION 4.22

- (1) In-House Bid submissions may be considered when contemplating a transfer of services from internal services to external services or vice versa.
- (2) The General Manager of the Client Department submitting an In-House Bid shall obtain Council approval prior to submitting such a Bid. The Client Department's report to Council seeking such approval shall include as a minimum:
 - (a) the members of the In-House Bid submission team;
 - (b) which costs will be included in the Bid and how costs will be determined; and
 - (c) the rationale for submitting an In-House Bid.
- (3) The RFP or RFT documents to be utilized, as applicable, shall clearly indicate:
 - (a) an In-House Bid is being considered for the RFPQ/RFP/RFT; and
 - (b) any advantages that the In-House Bid will have over other bidders by virtue of it being an In-House Bid.
- (4) The integrity of the evaluation process will be maintained when evaluating an In-House Bid as follows:
 - (a) no member of the In-House Bid submission team nor any employee whose employment is affected by the In-House Bid shall have any communications with a member of the evaluation team or an elected official concerning the subject RFPQ/RFP/RFT, as the case may be, except in accordance with the communication and any interview provisions contained in the applicable RFPQ/RFP/RFT;
 - (b) no member of the evaluation team or an elected official shall have any communications with a member of the In-House Bid submission team nor any employee whose employment is affected by the In-House Bid, except in accordance with the communication and any interview provisions contained in the applicable RFPQ/RFP/RFT;
 - (c) no member of the In-House Bid submission team nor any employee whose employment is affected by the In-House Bid shall participate in the development of the subject RFPQ/RFP/RFT nor shall such persons have any communications with any person participating in the development of the subject RFPQ/RFP/RFT;
 - (d) the same rules shall govern the submission of the In-House Bid as will apply to any other bidder, unless expressly provided otherwise in the RFPQ/RFP/RFT document; and
 - (e) the evaluation of Bids shall be objective and the process shall avoid any unfair bias towards either the In-House or external Bids.

SCHEDULE A – Statement of Ethics for Public Procurement

The following ethical principles should govern the conduct of every City employee delegated with the authority to procure.

- Believes in the dignity and worth of the service rendered by the organization, and the societal responsibilities assumed as a trusted public servant.
- Is governed by the highest ideals on honour and integrity in all public and personal relationships in order to merit the respect and inspire the confidence of the organization and the public being served.
- Believes that personal aggrandizement or personal profit obtained through misuse of public or personal relationships is dishonest and not tolerable.
- Keeps the governmental organization informed, through appropriate channels, on problems and progress of applicable operations by emphasizing the importance of the facts.

Responsibility to the City:

- Follow the lawful instructions or laws of the employer.
- Understand the authority granted by the employer.
- Avoid activities which would compromise or give the perception of compromising the best interest of the employer.
- Reduce the potential for any chances of preferential treatment by actively promoting the concept of competition.
- Obtain the maximum benefit for funds spent as agents for the City.

Relationship with vendors:

- Maintain and practice, to the highest degree possible, business ethics, professional courtesy and competence in all transactions.
- Purchase without prejudice, striving to obtain the maximum value for each dollar of expenditure.
- Preclude from showing favouritism or be influenced by vendors through the acceptance of gifts, gratuities, loans or favours.
- Adhere to and protect the vendor's business and legal rights to confidentiality for trade secrets, and other proprietary information.

Relationship with the City:

- Remain free of any and all interests and activities, which are or could be detrimental or in conflict with the best interests of the employer.
- Refrain from engaging in activities where a City employee has a significant personal or indirect financial interest.
- Exercise discretionary authority on behalf of the employer.
- Avoid acquiring interest or incurring obligations that could conflict with the interests of the City.

SCHEDULE B – Exemptions

Items listed below are exempt from the requirements of the Procurement Policy, save and except for Policy # 2 - Approval Authority and Policy #13 – Authority to Execute Contracts. Where feasible, an authorized online Purchase Requisition shall be utilized to initiate a Purchase Order and/or formal Contract process.

(1) Employer's General Expenses

- (a) Insurance premiums.
- (b) Debt payments.
- (c) Purchase of investments. This exemption does not include any ancillary services.
- (d) Grants, loans and levies.
- (e) Licenses (for example, vehicle, elevators, radios).
- (f) Real property payments including land, buildings, leasehold interests, easements, encroachments and licenses, or the like.
- (g) Insurance claims, legal settlements and grievance settlements. This exemption does not apply to the procurement for Goods to be replaced.
- (h) Adjusting services for the investigation of liability and property claims.
- (i) Binding orders, judgments or decisions of an arbitrator, tribunal or court. Given that these payments are mandatory, approval from the General Manager of the Client Department which is funding the payment is required instead of the approvals set out in Policy # 2 –Approval Authority.
- (j) Refundable travel expenses.
- (k) Temporary staffing agencies and recruitment services
- (l) Assessments and tools where positions and/or individuals are assessed for recruitment and selection purposes, including tools and assessments which would assist in the accommodation of individuals.
- (m) Payments required by Council approved compassionate programs.
- (n) Other City and employee related expenses, such as:
 - (i) memberships in professional organizations (professional dues);
 - (ii) staff attendance at seminars, workshops, courses, educational training, trade shows or conferences;
 - (iii) any training materials that are “off-the-shelf” and not specifically developed or modified for the City or a City program;
 - (iv) testing or examination fees.

This shall not include:

- (i) any training materials developed or modified specifically for the City or a City program;
- (ii) the hiring of instructors or facilitators to conduct such specific training.

(2) Professional Services

- (a) Medical Professional Services. Includes physician and dentist recruitment.
- (b) Experts retained for the purposes of, or in contemplation of, Litigation. Includes collection review services for legal documentation.
- (c) Confidential Items (for example Forensic Audits).
- (d) Outside Legal Counsel where retained by the City Solicitor or the Director of Employee & Labour Relations. An annual report shall be issued to Council by the City Solicitor and by the Director of Employee & Labour Relations detailing outside legal counsel pursuant to (2)(d).
- (e) Mediators and Arbitrators.

(3) Special Services

- (a) Providers of community support services including:
 - (i) Counselling, individual assessments, training;
 - (ii) Residential care facilities for vulnerable persons and emergency shelters (i.e. Community Living, Wellesley);
 - (iii) Children with special needs resourcing, licensed child care service providers and the system support of the Ontario Child Care Management System, Early On service providers, planned parenthood, prenatal care and education;
 - (iv) Ontario Works recipients;
 - (v) Long Term Care Facilities nursing;
 - (vi) Homemakers and funeral services, including funerals, burials, cremations.
- (b) Vouchers provided by Healthy and Safe Community Services and Public Health Services as part of City-approved programs and projects.
- (c) Financial reviews conducted on a contingency basis for the purposes of recovering amounts paid and/or owed, such as tax recovery services.
- (d) Public/guest speakers, individuals or ensembles that offer creative content for presentation to others.

(4) Utility Billing

- (a) Electricity.
- (b) Postal services, postage.
- (c) Water and Wastewater.
- (d) Natural gas.
- (e) Communications, for example: voice and data network communications.
- (f) The addition, removal, relocation, identification or engineering related work to utility infrastructure that exists on road allowances, right of ways and other City properties. This includes sub-surface and above-surface infrastructure.
- (g) Railway companies related to removal, relocation, construction supervision (flagging) and maintenance. Includes vendors mandated by the railway company to perform any of these services.
- (h) The purchase, sale, delivery and storage of Energy Commodities and the

consideration of price hedging for Energy Commodities shall be in accordance with the City's Corporate Energy Policy as amended, repealed or replaced from time to time.

- (5) Government agencies, regulatory bodies, licensing agencies, other public authorities and non-for-profit organizations to the Ontario government and municipalities to which the City is required to remit to or pay a fee. Includes archeological monitoring performed by Indigenous peoples.

(6) Other

- (a) Antiques and artifacts (shops, sales, repairs, but not including restoration).
- (b) Acquisition of art.
- (c) The purchase of publications (including newspapers, periodicals, magazines or books), CDs, DVDs and all copyrighted material.
- (d) Maintenance fees for software and computer hardware for information systems previously acquired. This exemption does not apply to new modules nor to new or additional licenses.
- (e) Goods for the purpose of retail sales (re-sale) by the City (not including items that bear the City of Hamilton logo or insignia). This exemption does not include food and beverage items.
- (f) The purchase of media advertising and includes participation in trade shows. Does not include the development of marketing materials for advertising such as photography, videography or web-based media.
- (g) Commodity purchases using a commodity price hedging agreement in accordance with the City's Commodity Price Hedging Policy.
- (h) Venues (including food and beverage where off site catering is not permitted) for banquets, meetings, events, receptions and training.
- (i) Hosting, sponsorship and/or rights fees for conventions or sports events incurred by Tourism Hamilton Inc.
- (j) Admission to tourism attractions and destinations for recreational day camps for children and youth.
- (k) All real property transactions except:
 - (vii) Where the primary purpose of the undertaking relates to a Revenue Generating lease; Revenue generating leases; or
 - (viii) Where a procurement process is to be engaged (i.e. RFP, RFI, etc.) including when Council approval has been obtained, the Procurement Section shall be consulted prior to that process being issued.
- (l) Alcoholic beverage purchases by the golf courses.

(7) Sponsorships

Sponsorships solicited by the City shall be in accordance with the City's Policy for Commercial Advertising and Sponsorship as amended, repealed or replaced from time to time.

Authority: Item 5, Public Works Committee
Report 22-014 (PW22083/LS22033)
CM: September 28, 2022
Ward: City Wide
Bill No. 256

**CITY OF HAMILTON
BY-LAW NO. 22-**

**Being a By-law to amend By-law 06-026,
The Sewer and Drain By-law**

WHEREAS Slate HWF L.P. (“Slate”) is the registered owner of the lands known municipally as 386 Wilcox Street (the “Slate Lands”);

AND WHEREAS on November 25, 2021 the Committee of Adjustment conditionally approved consent applications HM/B-21:98 and HM/B/21:97 for the Slate Lands;

AND WHEREAS as a condition of approval for application HM/B-21:98 (the “Severance Application”), Slate was required to enter into a Joint Use Agreement with the City for the Slate Lands;

AND WHEREAS on April 13, 2022 Council passed Zoning By-law 22-069 (the “Holding By-law”), which placed a holding provision on parts of the Slate Lands intended to be retained through the Severance Application, which are subject to satisfaction of multiple items prior to the Holding By-law being lifted from the property;

AND WHEREAS the Slate Lands are presently subject to an existing Joint Use Agreement dated September 14, 2010 which includes the lands known municipally as 855 and 1155 Industrial Drive (the “MANA Lands”) registered on title to the MANA Lands and the Slate Lands as Instrument No. WE726709;

AND WHEREAS upon receipt of a certificate for the Severance Application under the Planning Act, Slate intends to redevelop the retained portion of the Slate Lands, subject to requirements of the Holding By-law;

AND WHEREAS Slate intends to submit a concept plan and master servicing plan as required by the Holding By-law such that the effect of this by-law is temporary and future development of the Slate Lands will not require a Joint Use Agreement.

**NOW THEREFORE THE COUNCIL OF THE CITY OF HAMILTON ENACTS AS
FOLLOWS:**

1. Section 5 of By-law 06-026 is hereby amended by adding thereto the following subsection 16:

(16) Notwithstanding sub-section (7) and (9) of this section, in respect of the lands and premises included in Schedule “D”:

- (a) separate Sewer Laterals are not required for up to four (4) separate non-residential parcels of land, provided that:
 - i the registered owners of the parcels of land receive the prior written consent of the City, in the City's sole discretion, and enter into a Joint Use Agreement, with content acceptable to the General Manager of Planning and Economic Development and in a form satisfactory to the City Solicitor, and register the Joint Use Agreement on title against the subject lands, all at the said registered owners' cost and expense and in accordance with all applicable City by-laws; and
 - ii such Sewers and Sewer Laterals addressed under the Joint Use Agreement referred to in sub-section (i) above were in existence and use as of the date of the passage of this by-law;
- 2. By-law 06-026 is amended by adding thereto the attached Schedule "D".
- 3. This By-law shall come into effect immediately upon passage, but shall only be in force until such time as described below:
 - (b) Once all necessary Sewers and/or Sewer Laterals and associated works to be implemented as a requirement of the lifting of the holding provision under Zoning By-law 22-069 are completed and certified as being available for servicing to the satisfaction of the General Manager of Public Works, the Director of Hamilton Water shall provide written notice to the registered owners of the lands shown on Schedule "D" hereto, and upon ninety (90) days from the date of such notice, this By-law 22-256 shall be deemed to no longer be in force; or
 - (c) Until such time as this by-law is repealed by Council.

PASSED this 28th day of September, 2022.

F. Eisenberger
Mayor

A. Holland
City Clerk

SCHEDULE "D"
SITE SPECIFIC EXCEPTIONS TO SUBSECTIONS 5(7) AND 5(9)

1. The lands and premises described as follows:

SLATE LANDS

FIRSTLY:

PIN 17575-0126(LT) - 386 Wilcox Street, 1099, 1149 and 1157 Industrial Drive, Hamilton, Ontario

PART OF LOTS 5, 6, 7 AND 8, BROKEN FRONT CONCESSION; PART OF THE ROAD ALLOWANCE BETWEEN LOTS 6 AND 7, BROKEN FRONT CONCESSION, KNOWN AS GAGE AVENUE, CLOSED BY BY-LAW 3237, REGISTERED AS INSTRUMENT BL826; PART OF LOT 7, BROKEN FRONT CONCESSION, KNOWN AS WILCOX STREET, CLOSED BY BY-LAW 7245 AND REGISTERED AS INSTRUMENT BL1569; PART OF THE ROAD ALLOWANCE BETWEEN LOTS 8 AND 9, BROKEN FRONT CONCESSION, KNOWN AS SHERMAN AVENUE, CLOSED BY BY-LAW 290, AND REGISTERED AS INSTRUMENT BL37; PART OF THE WATER LOTS LYING IN FRONT OF LOTS 5, 6, 7, 8 AND 9, BROKEN FRONT CONCESSION; PART OF THE WATER LOTS LYING IN FRONT OF THE ROAD ALLOWANCES BETWEEN 4 AND 5, 6 AND 7, 8 AND 9, BROKEN FRONT CONCESSION; PART OF THE LANDS LYING UNDER THE WATERS OF HAMILTON HARBOUR; PART OF LOTS 5 AND 6, BROKEN FRONT CONCESSION, REFERRED TO AS PLYMOUTH STREET, WIDENED AND EXTENDED BY BY-LAW 3970, REGISTERED AS INSTRUMENT BL952 AND CLOSED BY BY-LAW 9018, REGISTERED AS INSTRUMENT HL128541, AMENDED BY BY-LAW 9310 AND REGISTERED AS INSTRUMENT HL160159; PART OF LOTS 5 AND 6, BROKEN FRONT CONCESSION, KNOWN AS DEPEW STREET, CLOSED BY BY-LAW 9018, REGISTERED AS INSTRUMENT HL128541, AMENDED BY BY-LAW 9310 AND REGISTERED AS INSTRUMENT HL160159; PART OF TROLLEY STREET, PLAN 453 KNOWN AS GAGE AVENUE, CLOSED BY BY-LAW 7821, REGISTERED AS INSTRUMENT BL1778, BY-LAW 7775, REGISTERED AS INSTRUMENT BL1758, AND BY-LAW 4010, REGISTERED AS INSTRUMENT BL959, BARTON & ALL OF LOTS 72 TO 74, 121, TO 147, 199 TO 235, 270 TO 280, 299 TO 331 ALL INCLUSIVE AND PART OF LOTS 196 TO 198, 236, 268, 269, 281 TO 283 AND 332 TO 354, ALL INCLUSIVE, PLAN 453; PART OF MANCHESTER STREET AND BRADFORD STREET, PLAN 453, CLOSED BY BY-LAW 7775, REGISTERED AS INSTRUMENT BL1758; PART OF BIRMINGHAM STREET, PLAN 453, CLOSED BY BY-LAW 7821, REGISTERED AS INSTRUMENT BL1778 AND BY BY-LAW 7775, REGISTERED AS INSTRUMENT BL1758, PART 1, PLAN 62R18805; PART OF LOT 9, BROKEN FRONT CONCESSION, PART OF THE WATER LOT IN FRONT OF LOTS 8 AND 9, BROKEN FRONT CONCESSION, PART OF THE WATER LOT IN FRONT OF THE ROAD ALLOWANCE BETWEEN LOTS 8 AND 9 AND PART OF THE ROAD ALLOWANCE BETWEEN LOTS 8 AND 9, BROKEN FRONT CONCESSION, KNOWN AS SHERMAN AVENUE, CLOSED BY BY-LAW 290, AND REGISTERED AS INSTRUMENT BL37, BARTON, PART 2, PLAN 62R18805; PART OF LOT 8, BROKEN FRONT CONCESSION, PART OF THE WATER LOT IN FRONT OF LOTS 8 AND 9, BROKEN FRONT CONCESSION, PART OF THE WATER LOT IN FRONT OF THE ROAD ALLOWANCE BETWEEN LOTS 8 AND 9 AND PART OF THE ROAD ALLOWANCE BETWEEN LOTS 8 AND 9, BROKEN FRONT CONCESSION, KNOWN AS SHERMAN AVENUE, CLOSED BY BY-LAW 290, AND REGISTERED AS INSTRUMENT BL37, BARTON, PART 3, PLAN 62R18805; PART OF THE WATER LOT IN

FRONT OF LOT 8, BROKEN FRONT CONCESSION, BARTON, PARTS 4 AND 5, PLAN 62R18805; PART OF LOTS 7 AND 8 BROKEN FRONT CONCESSION, AND PART OF LOT 7, BROKEN FRONT CONCESSION, KNOWN AS WILCOX STREET, CLOSED BY BY-LAW 7245 AND REGISTERED AS INSTRUMENT BL1569, BARTON, PART 11, PLAN 62R18805; PART OF LOT 7, BROKEN FRONT CONCESSION, BARTON, PARTS 12 AND 14, PLAN 62R18805; PART OF LOT 7, BROKEN FRONT CONCESSION, AND PART OF LOT 7, BROKEN FRONT CONCESSION, KNOWN AS WILCOX STREET, CLOSED BY BY-LAW 7245 AND REGISTERED AS INSTRUMENT BL1569, BARTON, PART 13, PLAN 62R18805; PART OF LOT 6, BROKEN FRONT CONCESSION AND THAT PART OF LOT 6, BROKEN FRONT CONCESSION, REFERRED TO AS PART OF PLYMOUTH STREET, WIDENED AND EXTENDED BY BY-LAW 3970, REGISTERED AS INSTRUMENT BL952 AND CLOSED BY BY-LAW 9018, REGISTERED AS INSTRUMENT HL128541, AMENDED BY BY-LAW 9310 AND REGISTERED AS INSTRUMENT HL160159, BARTON, PART 15, PLAN 62R18805; PART OF LOT 6, BROKEN FRONT CONCESSION AND THAT PART OF LOT 6, BROKEN FRONT CONCESSION, REFERRED TO AS PART OF PLYMOUTH STREET, WIDENED AND EXTENDED BY BY-LAW 3970, REGISTERED AS INSTRUMENT BL952 AND CLOSED BY BY-LAW 9018, REGISTERED AS INSTRUMENT HL128541, AMENDED BY BY-LAW 9310 AND REGISTERED AS INSTRUMENT HL160159, BARTON, AND ALL OF LOTS 286, 287 AND PART OF LOTS 196, 197, 237, 238, 265, 266, 267, 283, 284, 285, 288, 295 TO 298, ALL INCLUSIVE, PART OF MANCHESTER STREET AND BRADFORD STREET, CLOSED BY BYLAW 7775, REGISTERED AS INSTRUMENT BL1758, PLAN 453, PART 16, PLAN 62R18805; PART OF LOT 6, BROKEN FRONT CONCESSION, BARTON, AND PART OF LOTS 196, 197, 198, 236, 237, 266 TO 269, 281 TO 285 AND 295, ALL INCLUSIVE, PART OF MANCHESTER STREET AND BRADFORD STREET, CLOSED BY BYLAW 7775, REGISTERED AS INSTRUMENT BL1758, PLAN 453, PART 17, PLAN 62R18805; PART OF LOTS 5 AND 6, BROKEN FRONT CONCESSION, BARTON, PART 18, PLAN 62R18805; PART OF LOT 6, BROKEN FRONT CONCESSION, BARTON, PART 19, PLAN 62R18805; PART OF LOT 6, BROKEN FRONT CONCESSION, BARTON, PART 20, PLAN 62R18805; PART OF LOT 6, BROKEN FRONT CONCESSION AND THAT PART OF LOT 6, BROKEN FRONT CONCESSION, REFERRED TO AS PART OF PLYMOUTH STREET, WIDENED AND EXTENDED BY BY-LAW 3970, REGISTERED AS INSTRUMENT BL952 AND CLOSED BY BY-LAW 9018, REGISTERED AS INSTRUMENT HL128541, AMENDED BY BY-LAW 9310 AND REGISTERED AS INSTRUMENT HL160159, BARTON, PARTS 21 AND 22, PLAN 62R18805; PART OF LOT 6, BROKEN FRONT CONCESSION, REFERRED TO AS PART OF PLYMOUTH STREET, WIDENED AND EXTENDED BY BY-LAW 3970, REGISTERED AS INSTRUMENT BL952 AND CLOSED BY BY-LAW 9018, REGISTERED AS INSTRUMENT HL128541, AMENDED BY BY-LAW 9310 AND REGISTERED AS INSTRUMENT HL160159, BARTON, PARTS 23 AND 24, PLAN 62R18805; PART OF LOT 5, BROKEN FRONT CONCESSION, AND PART OF LOTS 5 AND 6, BROKEN FRONT CONCESSION, REFERRED TO AS PART OF PLYMOUTH STREET, WIDENED AND EXTENDED BY BY-LAW 3970, REGISTERED AS INSTRUMENT BL952 AND CLOSED BY BY-LAW 9018, REGISTERED AS INSTRUMENT HL128541, AMENDED BY BY-LAW 9310 AND REGISTERED AS INSTRUMENT HL160159, BARTON, PART 25, PLAN 62R18805; PART OF THE WATER LOT IN FRONT OF LOT 5, BROKEN FRONT CONCESSION, BARTON, PART 26, PLAN 62R18805; PART OF LOT 5, BROKEN FRONT CONCESSION, AND PART OF THE WATER LOT IN FRONT OF LOT 5, BROKEN FRONT CONCESSION AND PART OF WATER LOT LYING IN FRONT OF THE ROAD ALLOWANCE BETWEEN LOTS 4 AND 5, BROKEN FRONT

CONCESSION, BARTON, PART 27, PLAN 62R18805; PART OF WATER LOT IN FRONT OF LOT 9, BROKEN FRONT CONCESSION, BARTON, PARTS 43 AND 44, PLAN 62R18805 SAVE & EXCEPT PARTS 1 TO 6 INCLUSIVE, PLAN 62R18870, PARTS 9 TO 13 INCLUSIVE, PLAN 62R18870 & PART OF LOT 7, BROKEN FRONT CONCESSION, BARTON, & PART OF LOTS 339 TO 347 INCLUSIVE, PLAN 453, PARTS 1 & 2, PLAN 62R18915; SUBJECT TO PART OF AN EASEMENT IN FAVOUR OF PART OF SHERMAN INLET, WATER LOT IN FRONT OF LOT 9, PART OF LOTS 7, 8, AND 9, BROKEN FRONT CONCESSION AND PART OF SHERMAN AVENUE, AS CLOSED BY BYLAW 290 AND REGISTERED AS INSTRUMENT NO. BL37, BROKEN FRONT CONCESSION, BARTON, PARTS 4, 5, 6, 7, 8, 9, 10, 11, 13, 15, 16, 17 AND 20, PLAN 62R13125, AND SECONDLY: COMPOSED OF PART OF LOTS 7 AND 8, BROKEN FRONT CONCESSION, BARTON, PARTS 1 TO 5, INCLUSIVE, PLAN 62R14737 AS IN NS234352 AS RENEWED BY NOTICE OF CLAIM VM171299; SUBJECT TO AN EASEMENT IN GROSS OVER PARTS 23, 24, 25 & 26 PLAN 62R18805 IN FAVOUR OF THE CITY OF HAMILTON AS IN HL216274; SUBJECT TO PART OF AN EASEMENT IN FAVOUR OF A) PART OF LOT 5, BROKEN FRONT CONCESSION, BARTON, PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 AND 10, PLAN 62R17340, B) PART OF LOT 5, CONCESSION 1, BROKEN FRONT CONCESSION, BARTON, PARTS 1 AND 2 PLAN 62R15119, C) PART OF LOT 4, BROKEN FRONT CONCESSION, BARTON PARTS 11 AND 12, PLAN 62R17340, SAVE AND EXCEPT THOSE LANDS MORE PARTICULARLY DESCRIBED IN INSTRUMENT CD106547, REGISTERED ON THE 17TH DAY OF OCTOBER, 1978, BEING THE SECONDLY THEREIN, D) PART OF THE ORIGINAL ROAD ALLOWANCE BETWEEN LOTS 4 AND 5, BROKEN FRONT CONCESSION, E) PART OF LOT 5, BROKEN FRONT CONCESSION, BARTON, BEING THAT PART OF LOT 5 NOW OCCUPIED BY A PUBLIC HIGHWAY KNOWN AS INDUSTRIAL DRIVE AS IN AB343421; SUBJECT TO PART OF AN EASEMENT IN FAVOUR OF A) PART OF LOT 5, BROKEN FRONT CONCESSION, BARTON, PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 AND 10, PLAN 62R17340, B) PART OF LOT 5, CONCESSION 1, BROKEN FRONT CONCESSION, BARTON, PARTS 1 AND 2 PLAN 62R15119, C) PART OF LOT 4, BROKEN FRONT CONCESSION, BARTON, PARTS 11 AND 12, PLAN 62R17340, SAVE AND EXCEPT THOSE LANDS MORE PARTICULARLY DESCRIBED IN INSTRUMENT CD106547, REGISTERED ON THE 17TH DAY OF OCTOBER, 1978, BEING THE SECONDLY THEREIN, D) ALL OF LOTS 60 TO 66, ALL OF LOTS 83 TO 97, PART OF LOT 53 TO 59, PART OF LOTS 98 TO 102; PART OF JACKSON STREET, NOW CLOSED BY BYLAW NO. 8255, REGISTERED AS INSTRUMENT HL42536, PART OF CHARLES STREET, NOW CLOSED BY BYLAW 9246, REGISTERED AS INSTRUMENT HL152827 AND PART OF PARK STREET, NOW CLOSED BY BYLAW NO. 8254, REGISTERED AS INSTRUMENT HL42535 ALL ACCORDING TO P. H. HAMILTON SURVEY (UNREGISTERED), E) PART OF LOTS 29 AND 30, BROKEN FRONT CONCESSION, SALTFLEET, PART 1, PLAN 62R1153 AS IN CD123252; TOGETHER WITH THE FOLLOWING EASEMENTS/RIGHT OF WAY OVER: PART OF THE ROAD ALLOWANCE BETWEEN LOTS 8 AND 9, BROKEN FRONT CONCESSION, BARTON KNOWN AS SHERMAN AVENUE, CLOSED BY BYLAW 290, INSTRUMENT BL37, PARTS 6, 7 AND 8, PLAN 62R18805 AS IN HA74785 AS RENEWED BY VM280962; PART OF LOT 8, BROKEN FRONT CONCESSION BARTON, PART 10, PLAN 62R18805 AS IN HA74785 AS RENEWED BY VM280962; PART OF THE ROAD ALLOWANCE BETWEEN LOTS 8 AND 9, BROKEN FRONT CONCESSION, KNOWN AS SHERMAN AVENUE, CLOSED BY BYLAW 290, INSTRUMENT BL37, PART 9, PLAN 62R18805 AS IN HA74785 AS RENEWED BY VM280962; PART OF SHEFFIELD STREET, PLAN 453, CLOSED BY BY-LAW 73-140, REGISTERED AS INSTRUMENT AB289687,

KNOWN AS INDUSTRIAL DRIVE, PART 28, PLAN 62R18805 AS IN VM279348; PART OF SHEFFIELD STREET, PLAN 453, CLOSED BY BY-LAW 10686, REGISTERED AS INSTRUMENT HL308202, KNOWN AS INDUSTRIAL DRIVE, AND PART OF LOTS 238 AND 239, PLAN 453, PART 29, PLAN 62R18805 AS IN VM279345; PART OF SHEFFIELD STREET, PLAN 453, CLOSED BY BY-LAW 10686, REGISTERED AS INSTRUMENT HL308202, KNOWN AS INDUSTRIAL DRIVE, AND PART OF LOTS 238, 239, 264 AND 265, PLAN 453, PART 30, PLAN 62R18805 AS IN VM279345; PART OF SHEFFIELD STREET, PLAN 453, CLOSED BY BY-LAW 10686, REGISTERED AS INSTRUMENT HL308202 AND PART OF LOTS 297 AND 298, PLAN 453, PART 31, PLAN 62R18805 AS IN HL169844 AND RENEWED BY NOTICE OF CLAIM VM280963 AND AS IN VM279345; PART OF LOT 298, PLAN 453, PART 32, PLAN 62R18805 AS IN HL169844 AND RENEWED BY NOTICE OF CLAIM VM280963 AND AS IN VM279345; PART OF LOT 6, BROKEN FRONT CONCESSION, REFERRED TO AS PLYMOUTH STREET, WIDENED AND EXTENDED BY BYLAW 3970, REGISTERED AS INSTRUMENT BL952, AND CLOSED BY BY-LAW 9018, REGISTERED AS INSTRUMENT HL128541, AMENDED BY BY-LAW 9310 AND REGISTERED AS INSTRUMENT HL160159 AND PART OF PLYMOUTH STREET, PLAN 453, WIDENED AND EXTENDED BY BYLAW 3970, REGISTERED AS INSTRUMENT BL952, AND CLOSED BY BY-LAW 10686, REGISTERED AS INSTRUMENT HL308202 AND PART OF LOT 6, BROKEN FRONT CONCESSION, BARTON, PART 33, PLAN 62R18805 AS IN HL169844 AND RENEWED BY NOTICE OF CLAIM VM280963 AND AS IN VM279345; PART OF LOT 6, BROKEN FRONT CONCESSION, REFERRED TO AS PART OF PLYMOUTH STREET, WIDENED AND EXTENDED BY BY-LAW 3970, REGISTERED AS INSTRUMENT BL952 AND CLOSED BY BY-LAW 9018, REGISTERED AS INSTRUMENT HL128541, AMENDED BY BY-LAW 9310 AND REGISTERED AS INSTRUMENT HL160159, BARTON, PART 34, PLAN 62R18805 AS IN HL169844 AND RENEWED BY NOTICE OF CLAIM VM280963 AND AS IN VM279345; PART OF SHEFFIELD STREET, PLAN 453, CLOSED BY BY-LAW 10686, REGISTERED AS INSTRUMENT HL308202 AND PART OF LOT 298, PLAN 453, PART 35, PLAN 62R18805 AS IN HL169844 AND RENEWED BY NOTICE OF CLAIM VM280963 AND AS IN VM279345; PART OF LOT 6, BROKEN FRONT CONCESSION, REFERRED TO AS PLYMOUTH STREET, WIDENED AND EXTENDED BY BYLAW 3970, REGISTERED AS INSTRUMENT BL952, AND CLOSED BY BY-LAW 9018, REGISTERED AS INSTRUMENT HL128541, AMENDED BY BY-LAW 9310 AND REGISTERED AS INSTRUMENT HL160159 AND PART OF PLYMOUTH STREET, PLAN 453, WIDENED AND EXTENDED BY BYLAW 3970, REGISTERED AS INSTRUMENT BL952, AND CLOSED BY BY-LAW 10686, REGISTERED AS INSTRUMENT HL308202, PART 36, PLAN 62R18805 AS IN HL169844 AND RENEWED BY NOTICE OF CLAIM VM280963 AND AS IN VM279345; PART OF LOT 6, BROKEN FRONT CONCESSION, KNOWN AS INDUSTRIAL DRIVE, BARTON, PARTS 37 AND 38, PLAN 62R18805 AS IN VM279345; PART OF LOT 7, BROKEN FRONT CONCESSION, PART 39, PLAN 62R18805 AS IN VM280964; PART OF LOT 7, BROKEN FRONT CONCESSION AND PART OF THE ROAD ALLOWANCE BETWEEN CONCESSION 1 AND BROKEN FRONT CONCESSION, KNOWN AS BURLINGTON STREET, BARTON, PART 40 ON 62R18805 AS IN VM280964; PART OF LOT 7, BROKEN FRONT CONCESSION AND PART OF THE ROAD ALLOWANCE BETWEEN CONCESSION 1 AND BROKEN FRONT CONCESSION, KNOWN AS BURLINGTON STREET, BARTON, PART 41, PLAN 62R18805 AS VM280965; PART OF LOT 7, BROKEN FRONT CONCESSION, BARTON, PART 42, PLAN 62R18805 AS IN VM280965; TOGETHER WITH AN EASEMENT FOR VARIOUS PURPOSES OVER PART OF LOT 7, BROKEN FRONT CONCESSION, BARTON, PARTS 7,

8, 9 & 10, PLAN 62R18871; PART OF LOT 7, BROKEN FRONT CONCESSION, PART OF THE ROAD ALLOWANCE BETWEEN LOTS 6 & 7, BROKEN FRONT CONCESSION, KNOWN AS GAGE AVE., (CLOSED BY BY-LAW 3237, INST. BL826), PART OF WATER LOT IN FRONT OF LOT 7, BROKEN FRONT CONCESSION, BARTON, PART 12, PLAN 62R18871 & PART OF LOTS 6 & 7, PART OF THE ROAD ALLOWANCE BETWEEN LOTS 6 & 7, KNOWN AS GAGE AVE., (CLOSED BY BY-LAW 3237, INST. BL826), PART OF WATER LOT IN FRONT OF LOT 6, BROKEN FRONT CONCESSION, BARTON, PART 13, PLAN 62R18871 AS IN WE726838; TOGETHER WITH AN EASEMENT OVER PART OF LOTS 6 & 7, PART OF THE ROAD ALLOWANCE BETWEEN LOTS 6 & 7, KNOWN AS GAGE AVE., (CLOSED BY BY-LAW 3237, INST. BL826), PART OF WATER LOT IN FRONT OF LOT 6, BROKEN FRONT CONCESSION, BARTON, PART 1, PLAN 62R18875 AS IN WE726838; TOGETHER WITH AN EASEMENT OVER PART OF LOT 7, PART OF WATER LOT IN FRONT OF LOT 7, BROKEN FRONT CONCESSION, BARTON, PART 7, PLAN 62R18874; PART OF LOT 7, PART OF WATER LOT IN FRONT OF LOT 7, BROKEN FRONT CONCESSION, BARTON, PARTS 7, 8 & 9, PLAN 62R18874; PART OF LOT 7, PART OF WATER LOT IN FRONT OF LOT 7, PART OF THE ROAD ALLOWANCE BETWEEN LOTS 6 & 7, KNOWN AS GAGE AVENUE (CLOSED BY BY-LAW 3237, INST. BL826), BROKEN FRONT CONCESSION, BARTON, PART 10, PLAN 62R18874; PART OF LOT 7, BROKEN FRONT CONCESSION, BARTON, PARTS 11, 12 & 13, PLAN 62R18874; PART OF LOT 6, PART OF THE ROAD ALLOWANCE BETWEEN LOTS 6 & 7, KNOWN AS GAGE AVENUE (CLOSED BY BY-LAW 3237, INST. BL826), BROKEN FRONT CONCESSION, BARTON, PART 14, PLAN 62R18874; PART OF LOT 6, BROKEN FRONT CONCESSION, BARTON, PART 15, PLAN 62R18874; PART OF LOT 7, BROKEN FRONT CONCESSION, BARTON, PARTS 16 & 17, PLAN 62R18874 AS IN WE726838; TOGETHER WITH AN EASEMENT FOR VARIOUS PURPOSES OVER PART OF LOT 7, BROKEN FRONT CONCESSION, BARTON, PART OF LOTS 347 TO 354, PLAN 453, PART 2, PLAN 62R18872; PART OF LOTS 349, 350 & 351, PLAN 453, PART OF LOT 7, BROKEN FRONT CONCESSION, BARTON, PART 3, PLAN 62R18872; PART LOT 7, BROKEN FRONT CONCESSION, BARTON, PART OF LOTS 347, 348, 349 & 350, PLAN 453, PART 4, PLAN 62R18872; PART OF LOT 7, BROKEN FRONT CONCESSION, BARTON, PARTS 5 & 6, PLAN 62R18872 AS IN WE726838; TOGETHER WITH AN EASEMENT FOR VARIOUS PURPOSES OVER PART OF LOT 7, BROKEN FRONT CONCESSION, BARTON, PARTS 15 & 16, PLAN 62R18877; PART OF LOTS 6 & 7, BROKEN FRONT CONCESSION, PART OF WATER LOT IN FRONT OF LOTS 6 & 7, PART OF THE ROAD ALLOWANCE BETWEEN LOTS 6 & 7, KNOWN AS GAGE AVENUE (CLOSED BY BY-LAW 3237, INST. BL826), BROKEN FRONT CONCESSION, BARTON, PART OF LOT 299, PART OF TROLLEY STREET (KNOWN AS GAGE AVE.) (CLOSED BY BY-LAW 4010 INST. BL959), PLAN 453, PART 17, PLAN 62R18877; & PART OF LOTS 6 & 7, PART OF WATER LOT IN FRONT OF LOT 7, PART OF THE ROAD ALLOWANCE BETWEEN LOTS 6 & 7, KNOWN AS GAGE AVENUE (CLOSED BY BY-LAW 3237, INST. BL826), BROKEN FRONT CONCESSION, BARTON, PART 18, PLAN 62R18877 AS IN WE726838; TOGETHER WITH AN EASEMENT OVER PART OF LOT 7, BROKEN FRONT CONCESSION, BARTON, PART OF LOTS 322 TO 339 INCLUSIVE, PLAN 453, PART 9, 62R18870 AS IN WE726838; TOGETHER WITH AN EASEMENT OVER PART OF LOTS 6 & 7, BROKEN FRONT CONCESSION, PART OF THE ROAD ALLOWANCE BETWEEN LOTS 6 & 7, KNOWN AS GAGE AVENUE (CLOSED BY BY-LAW 3237, INST. BL826), PART OF WATER LOT IN FRONT OF LOT 7, BROKEN FRONT CONCESSION, BARTON, PART 1, PLAN 62R18876; & PART OF LOT 7, BROKEN FRONT CONCESSION, BARTON, PARTS 2, 3, & 4, PLAN 62R18876 AS IN WE726838; TOGETHER

WITH AN EASEMENT FOR VARIOUS PURPOSES AS IN WE726838; SUBJECT TO AN EASEMENT FOR VARIOUS PURPOSES OVER PARTS 4, 5, 6 & 11, PLAN 62R18871 IN FAVOUR OF PART OF LOT 7, BROKEN FRONT CONCESSION, BARTON & PART OF LOTS 322 TO 339, INCLUSIVE, PLAN 453, PART 9, PLAN 62R18870; PART OF LOT 7, BROKEN FRONT CONCESSION, BARTON, & PART OF LOTS 327 TO 341 INCLUSIVE, PLAN 453, PART 10, PLAN 62R18870; PART OF LOT 7, BROKEN FRONT CONCESSION, BARTON, & PART OF LOTS 347 TO 354 INCLUSIVE, PLAN 453, PART 11, PLAN 62R18870; PART OF LOTS 6 & 7, BROKEN FRONT CONCESSION, BARTON & PART OF THE ROAD ALLOWANCE BETWEEN LOTS 6 & 7, BROKEN FRONT CONCESSION, KNOWN AS GAGE AVENUE, CLOSED BY BY-LAW 3237, REGISTERED AS INSTRUMENT BL826 AND PART OF WATER LOTS IN FRONT OF LOTS 6 & 7, BROKEN FRONT CONCESSION, BARTON & PART OF LOTS 299 TO 332, INCLUSIVE, & PART OF TROLLEY STREET, KNOWN AS GAGE AVENUE, CLOSED BY BY-LAW 4010, REGISTERED AS INSTRUMENT BL959, PLAN 453, PART 12, PLAN 62R18870; PART OF LOT 7, BROKEN FRONT CONCESSION, BARTON, PART 13, PLAN 62R18870 AS IN WE726838; SUBJECT TO AN EASEMENT FOR VARIOUS PURPOSES OVER PARTS 14 & 15, PLAN 62R18870 IN FAVOUR OF PART OF LOT 7, BROKEN FRONT CONCESSION, BARTON & PART OF LOTS 322 TO 339, INCLUSIVE, PLAN 453, PART 9, PLAN 62R18870; PART OF LOT 7, BROKEN FRONT CONCESSION, BARTON, & PART OF LOTS 327 TO 341 INCLUSIVE, PLAN 453, PART 10, PLAN 62R18870; PART OF LOT 7, BROKEN FRONT CONCESSION, BARTON, & PART OF LOTS 347 TO 354 INCLUSIVE, PLAN 453, PART 11, PLAN 62R18870; PART OF LOTS 6 & 7, BROKEN FRONT CONCESSION, BARTON & PART OF THE ROAD ALLOWANCE BETWEEN LOTS 6 & 7, BROKEN FRONT CONCESSION, KNOWN AS GAGE AVENUE, CLOSED BY BY-LAW 3237, REGISTERED AS INSTRUMENT BL826 AND PART OF WATER LOTS IN FRONT OF LOTS 6 & 7, BROKEN FRONT CONCESSION, BARTON & PART OF LOTS 299 TO 332, INCLUSIVE, & PART OF TROLLEY STREET, KNOWN AS GAGE AVENUE, CLOSED BY BY-LAW 4010, REGISTERED AS INSTRUMENT BL959, PLAN 453, PART 12, PLAN 62R18870; PART OF LOT 7, BROKEN FRONT CONCESSION, BARTON, PART 13, PLAN 62R18870 AS IN WE726838; SUBJECT TO AN EASEMENT FOR VARIOUS PURPOSES OVER PARTS 2, 4, 7, 8, 9, 10, 11, 12, 13 & 14, PLAN 62R18877 IN FAVOUR OF PART OF LOT 7, BROKEN FRONT CONCESSION, BARTON & PART OF LOTS 322 TO 339, INCLUSIVE, PLAN 453, PART 9, PLAN 62R18870; PART OF LOT 7, BROKEN FRONT CONCESSION, BARTON, & PART OF LOTS 327 TO 341 INCLUSIVE, PLAN 453, PART 10, PLAN 62R18870; PART OF LOT 7, BROKEN FRONT CONCESSION, BARTON, & PART OF LOTS 347 TO 354 INCLUSIVE, PLAN 453, PART 11, PLAN 62R18870; PART OF LOTS 6 & 7, BROKEN FRONT CONCESSION, BARTON & PART OF THE ROAD ALLOWANCE BETWEEN LOTS 6 & 7, BROKEN FRONT CONCESSION, KNOWN AS GAGE AVENUE, CLOSED BY BY-LAW 3237, REGISTERED AS INSTRUMENT BL826 AND PART OF THE WATER LOTS IN FRONT OF LOTS 6 & 7, BROKEN FRONT CONCESSION, BARTON & PART OF LOTS 299 TO 332, INCLUSIVE, & PART OF TROLLEY STREET, KNOWN AS GAGE AVENUE, CLOSED BY BY-LAW 4010, REGISTERED AS INSTRUMENT BL959, PLAN 453, PART 12, PLAN 62R18870; PART OF LOT 7, BROKEN FRONT CONCESSION, BARTON, PART 13, PLAN 62R18870 AS IN WE726838; SUBJECT TO AN EASEMENT FOR VARIOUS PURPOSES AS IN WE726838; SUBJECT TO AN EASEMENT OVER PARTS 2, 3 & 4, PLAN 62R18871 IN FAVOUR OF PART OF WATER LOT IN FRONT OF LOT 5, BROKEN FRONT CONCESSION, BARTON, PARTS 1, 2 & 3, PLAN 62R18870; PART OF WATER LOT IN FRONT OF LOT 5, BROKEN FRONT CONCESSION, & PART OF WATER LOT IN FRONT OF THE ROAD ALLOWANCE

BETWEEN LOTS 4 & 5, BROKEN FRONT CONCESSION, BARTON, PART 4, PLAN 62R18870 & PART OF WATER LOT IN FRONT OF LOT 5, BROKEN FRONT CONCESSION, BARTON, PARTS 5 & 6, PLAN 62R18870 AS IN WE726840; SUBJECT TO AN EASEMENT OVER PART 1, PLAN 62R18874 IN FAVOUR OF PART OF WATER LOT IN FRONT OF LOT 5, BROKEN FRONT CONCESSION, BARTON, PARTS 1, 2 & 3, PLAN 62R18870; PART OF WATER LOT IN FRONT OF LOT 5, BROKEN FRONT CONCESSION, & PART OF WATER LOT IN FRONT OF THE ROAD ALLOWANCE BETWEEN LOTS 4 & 5, BROKEN FRONT CONCESSION, BARTON, PART 4, PLAN 62R18870 & PART OF WATER LOT IN FRONT OF LOT 5, BROKEN FRONT CONCESSION, BARTON, PARTS 5 & 6, PLAN 62R18870 AS IN WE726840; SUBJECT TO AN EASEMENT FOR VARIOUS PURPOSES OVER PARTS 16, 17, 18, 19 & 20, PLAN 62R18870 IN FAVOUR OF PART OF WATER LOT IN FRONT OF LOT 5, BROKEN FRONT CONCESSION, BARTON, PARTS 1, 2 & 3, PLAN 62R18870; PART OF WATER LOT IN FRONT OF LOT 5, BROKEN FRONT CONCESSION, & PART OF WATER LOT IN FRONT OF THE ROAD ALLOWANCE BETWEEN LOTS 4 & 5, BROKEN FRONT CONCESSION, BARTON, PART 4, PLAN 62R18870 & PART OF WATER LOT IN FRONT OF LOT 5, BROKEN FRONT CONCESSION, BARTON, PARTS 5 & 6, PLAN 62R18870 AS IN WE726840; SUBJECT TO AN EASEMENT FOR VARIOUS PURPOSES OVER PARTS 2, 4, 7, 8, 9, 10, 11, 12, 13 & 14, PLAN 62R18877 IN FAVOUR OF PART OF WATER LOT IN FRONT OF LOT 5, BROKEN FRONT CONCESSION, BARTON, PARTS 1, 2 & 3, PLAN 62R18870; PART OF WATER LOT IN FRONT OF LOT 5, BROKEN FRONT CONCESSION, & PART OF WATER LOT IN FRONT OF THE ROAD ALLOWANCE BETWEEN LOTS 4 & 5, BROKEN FRONT CONCESSION, BARTON, PART 4, PLAN 62R18870 & PART OF WATER LOT IN FRONT OF LOT 5, BROKEN FRONT CONCESSION, BARTON, PARTS 5 & 6, PLAN 62R18870 AS IN WE726840; SUBJECT TO AN EASEMENT OVER PARTS 7, 8, 9 & 10, PLAN 62R18872 IN FAVOUR OF PART OF WATER LOT IN FRONT OF LOT 5, BROKEN FRONT CONCESSION, BARTON, PARTS 1, 2 & 3, PLAN 62R18870; PART OF WATER LOT IN FRONT OF LOT 5, BROKEN FRONT CONCESSION, & PART OF WATER LOT IN FRONT OF THE ROAD ALLOWANCE BETWEEN LOTS 4 & 5, BROKEN FRONT CONCESSION, BARTON, PART 4, PLAN 62R18870 & PART OF WATER LOT IN FRONT OF LOT 5, BROKEN FRONT CONCESSION, BARTON, PARTS 5 & 6, PLAN 62R18870 AS IN WE726840; SUBJECT TO AN EASEMENT OVER PARTS 7 & 8, PLAN 62R18870 IN FAVOUR OF PART OF WATER LOT IN FRONT OF LOT 5, BROKEN FRONT CONCESSION, BARTON, PARTS 1, 2 & 3, PLAN 62R18870; PART OF WATER LOT IN FRONT OF LOT 5, BROKEN FRONT CONCESSION, & PART OF WATER LOT IN FRONT OF THE ROAD ALLOWANCE BETWEEN LOTS 4 & 5, BROKEN FRONT CONCESSION, BARTON, PART 4, PLAN 62R18870 & PART OF WATER LOT IN FRONT OF LOT 5, BROKEN FRONT CONCESSION, BARTON, PARTS 5 & 6, PLAN 62R18870 AS IN WE726840; SUBJECT TO AN EASEMENT FOR VARIOUS PURPOSES AS IN WE726840; TOGETHER WITH AN EASEMENT OVER PART OF WATER LOTS IN FRONT OF LOT 5, BROKEN FRONT CONCESSION BARTON, PART 1, PLAN 62R18871 AS IN WE726840; TOGETHER WITH AN EASEMENT OVER PART OF WATER LOT IN FRONT OF LOT 5, BROKEN FRONT CONCESSION, BARTON, PARTS 1, 3, 5 & 6, PLAN 62R18877 AS IN WE726840; TOGETHER TO AN EASEMENT FOR VARIOUS PURPOSES OVER PART OF WATER LOT IN FRONT OF LOT 5, BROKEN FRONT CONCESSION, BARTON, PARTS 5 & 6, PLAN 62R18870 AS IN WE726840; TOGETHER WITH AN EASEMENT FOR VARIOUS PURPOSES AS IN WE726840; S/T EASEMENT OVER PTS 1,2,3,8,9,10,11 ON 62R19266 & PTS 17,18,19,20,21,22,23 ON 62R18805 IN FAVOUR OF LTS 361 TO 368 PL 453 & PT LT 7 CON 1 BAR BEING PTS 1 TO 28 62R14181, PT

RESERVE 3 SURVEY 32 & PT LT 9 CON 1 BAR & PT WATERLOT SHERMAN INLET BEING PT 1 62R2370 EXCEPT PTS 2 & 3 62R13169, PT LT 7 CON 1 BAR BEING PTS 1,2,3 62R6711 & IN AB162338 AS IN WE851698; SUBJECT TO AN EASEMENT OVER PT LT 8, PT WATER LT IN FRONT OF LTS 8 & 9, PT WATER LT IN FRONT OF RD ALLOWANCE BETWEEN LTS 8 & 9, PT ROAD ALLOWANCE BETWEEN LTS 8 & 9 (KNOWN AS SHERMAN AVE CLOSED BY BY-LAW 290, INST. BL37), BROKEN FRONT CONCESSION DESIGNATED AS PT 3 ON 62R18805 AS IN WE883559; SUBJECT TO EASEMENT OVER PT WATER LT IN FRONT OF LT 8, BROKEN FRONT CONCESSION, DESIGNATED AS PT 4 ON 62R18805 AS IN WE883559; SUBJECT TO EASEMENT OVER PT WATER LT IN FRONT OF LT 9, BROKEN FRONT CONCESSION, DESIGNATED AS PT 43 ON 62R18805 AS IN WE883559; TOGETHER WITH AN EASEMENT OVER PT LT 8 CON 1 BAR BEING PT 54 ON 62R18732 AS IN WE851700; TOGETHER WITH AN EASEMENT OVER PT LT 7 CON 1 BAR BEING PTS 45 TO 53 ON 62R18732 AS IN WE851700; TOGETHER WITH AN EASEMENT OVER PT LT 7 CON 1 BAR BEING PTS 41 & 42 ON 62R18732 AS IN WE851702; CITY OF HAMILTON

SECONDLY:

PIN 17575-0127(LT) – no municipal address assigned

PART OF LOT 7, BROKEN FRONT CONCESSION, BARTON, & PART OF LOTS 339 TO 347, ALL INCLUSIVE, PLAN 453, PARTS 1 & 2, PLAN 62R18915; TOGETHER WITH THE FOLLOWING EASEMENTS/RIGHT OF WAY OVER: PART OF THE ROAD ALLOWANCE BETWEEN LOTS 8 AND 9, BROKEN FRONT CONCESSION, BARTON KNOWN AS SHERMAN AVENUE, CLOSED BY BYLAW 290, INSTRUMENT BL37, PARTS 6, 7 AND 8, PLAN 62R18805 AS IN HA74785 AS RENEWED BY VM280962; PART OF LOT 8, BROKEN FRONT CONCESSION BARTON, PART 10, PLAN 62R18805 AS IN HA74785 AS RENEWED BY VM280962; PART OF THE ROAD ALLOWANCE BETWEEN LOTS 8 AND 9, BROKEN FRONT CONCESSION, KNOWN AS SHERMAN AVENUE, CLOSED BY BYLAW 290, INSTRUMENT BL37, PART 9, PLAN 62R18805 AS IN HA74785 AS RENEWED BY VM280962; PART OF SHEFFIELD STREET, PLAN 453, CLOSED BY BY-LAW 73-140, REGISTERED AS INSTRUMENT AB289687, KNOWN AS INDUSTRIAL DRIVE, PART 28, PLAN 62R18805 AS IN VM279348; PART OF SHEFFIELD STREET, PLAN 453, CLOSED BY BY-LAW 10686, REGISTERED AS INSTRUMENT HL308202, KNOWN AS INDUSTRIAL DRIVE, AND PART OF LOTS 238 AND 239, PLAN 453, PART 29, PLAN 62R18805 AS IN VM279345; PART OF SHEFFIELD STREET, PLAN 453, CLOSED BY BY-LAW 10686, REGISTERED AS INSTRUMENT HL308202, KNOWN AS INDUSTRIAL DRIVE, AND PART OF LOTS 238, 239, 264 AND 265, PLAN 453, PART 30, PLAN 62R18805 AS IN VM279345; PART OF SHEFFIELD STREET, PLAN 453, CLOSED BY BY-LAW 10686, REGISTERED AS INSTRUMENT HL308202 AND PART OF LOTS 297 AND 298, PLAN 453, PART 31, PLAN 62R18805 AS IN HL169844 AND RENEWED BY NOTICE OF CLAIM VM280963 AND AS IN VM279345; PART OF LOT 298, PLAN 453, PART 32, PLAN 62R18805 AS IN HL169844 AND RENEWED BY NOTICE OF CLAIM VM280963 AND AS IN VM279345; PART OF LOT 6, BROKEN FRONT CONCESSION, REFERRED TO AS PLYMOUTH STREET, WIDENED AND EXTENDED BY BYLAW 3970, REGISTERED AS INSTRUMENT BL952, AND CLOSED BY BY-LAW 9018, REGISTERED AS INSTRUMENT HL128541, AMENDED BY BY-LAW 9310 AND REGISTERED AS INSTRUMENT HL160159 AND PART OF PLYMOUTH STREET, PLAN 453, WIDENED AND EXTENDED BY BYLAW 3970, REGISTERED AS INSTRUMENT BL952, AND CLOSED BY BY-LAW 10686, REGISTERED AS INSTRUMENT HL308202 AND PART

OF LOT 6, BROKEN FRONT CONCESSION, BARTON, PART 33, PLAN 62R18805 AS IN HL169844 AND RENEWED BY NOTICE OF CLAIM VM280963 AND AS IN VM279345; PART OF LOT 6, BROKEN FRONT CONCESSION, REFERRED TO AS PART OF PLYMOUTH STREET, WIDENED AND EXTENDED BY BY-LAW 3970, REGISTERED AS INSTRUMENT BL952 AND CLOSED BY BY-LAW 9018, REGISTERED AS INSTRUMENT HL128541, AMENDED BY BY-LAW 9310 AND REGISTERED AS INSTRUMENT HL160159, BARTON, PART 34, PLAN 62R18805 AS IN HL169844 AND RENEWED BY NOTICE OF CLAIM VM280963 AND AS IN VM279345; PART OF SHEFFIELD STREET, PLAN 453, CLOSED BY BY-LAW 10686, REGISTERED AS INSTRUMENT HL308202 AND PART OF LOT 298, PLAN 453, PART 35, PLAN 62R18805 AS IN HL169844 AND RENEWED BY NOTICE OF CLAIM VM280963 AND AS IN VM279345; PART OF LOT 6, BROKEN FRONT CONCESSION, REFERRED TO AS PLYMOUTH STREET, WIDENED AND EXTENDED BY BYLAW 3970, REGISTERED AS INSTRUMENT BL952, AND CLOSED BY BY-LAW 9018, REGISTERED AS INSTRUMENT HL128541, AMENDED BY BY-LAW 9310 AND REGISTERED AS INSTRUMENT HL160159 AND PART OF PLYMOUTH STREET, PLAN 453, WIDENED AND EXTENDED BY BYLAW 3970, REGISTERED AS INSTRUMENT BL952, AND CLOSED BY BY-LAW 10686, REGISTERED AS INSTRUMENT HL308202, PART 36, PLAN 62R18805 AS IN HL169844 AND RENEWED BY NOTICE OF CLAIM VM280963 AND AS IN VM279345; PART OF LOT 6, BROKEN FRONT CONCESSION, KNOWN AS INDUSTRIAL DRIVE, BARTON, PARTS 37 AND 38, PLAN 62R18805 AS IN VM279345; PART OF LOT 7, BROKEN FRONT CONCESSION, PART 39, PLAN 62R18805 AS IN VM280964; PART OF LOT 7, BROKEN FRONT CONCESSION AND PART OF THE ROAD ALLOWANCE BETWEEN CONCESSION 1 AND BROKEN FRONT CONCESSION, KNOWN AS BURLINGTON STREET, BARTON, PART 40 ON 62R18805 AS IN VM280964; PART OF LOT 7, BROKEN FRONT CONCESSION AND PART OF THE ROAD ALLOWANCE BETWEEN CONCESSION 1 AND BROKEN FRONT CONCESSION, KNOWN AS BURLINGTON STREET, BARTON, PART 41, PLAN 62R18805 AS VM280965; PART OF LOT 7, BROKEN FRONT CONCESSION, BARTON, PART 42, PLAN 62R18805 AS IN VM280965; TOGETHER WITH AN EASEMENT FOR VARIOUS PURPOSES OVER PART OF LOT 7, BROKEN FRONT CONCESSION, BARTON, PARTS 7, 8, 9 & 10, PLAN 62R18871; PART OF LOT 7, BROKEN FRONT CONCESSION, PART OF THE ROAD ALLOWANCE BETWEEN LOTS 6 & 7, BROKEN FRONT CONCESSION, KNOWN AS GAGE AVE., (CLOSED BY BY-LAW 3237, INST. BL826), PART OF WATER LOT IN FRONT OF LOT 7, BROKEN FRONT CONCESSION, BARTON, PART 12, PLAN 62R18871 & PART OF LOTS 6 & 7, PART OF THE ROAD ALLOWANCE BETWEEN LOTS 6 & 7, KNOWN AS GAGE AVE., (CLOSED BY BY-LAW 3237, INST. BL826), PART OF WATER LOT IN FRONT OF LOT 6, BROKEN FRONT CONCESSION, BARTON, PART 13, PLAN 62R18871 AS IN WE726838; TOGETHER WITH AN EASEMENT OVER PART OF LOTS 6 & 7, PART OF THE ROAD ALLOWANCE BETWEEN LOTS 6 & 7, KNOWN AS GAGE AVE., (CLOSED BY BY-LAW 3237, INST. BL826), PART OF WATER LOT IN FRONT OF LOT 6, BROKEN FRONT CONCESSION, BARTON, PART 1, PLAN 62R18875 AS IN WE726838; TOGETHER WITH AN EASEMENT OVER PART OF LOT 7, PART OF WATER LOT IN FRONT OF LOT 7, BROKEN FRONT CONCESSION, BARTON, PARTS 7, 8 & 9, PLAN 62R18874; PART OF LOT 7, PART OF WATER LOT IN FRONT OF LOT 7, PART OF THE ROAD ALLOWANCE BETWEEN LOTS 6 & 7, KNOWN AS GAGE AVENUE (CLOSED BY BY-LAW 3237, INST. BL826), BROKEN FRONT CONCESSION, BARTON, PART 10, PLAN 62R18874; PART OF LOT 7, BROKEN FRONT CONCESSION, BARTON, PARTS 11, 12 & 13, PLAN 62R18874; PART OF LOT 6, PART OF THE ROAD ALLOWANCE BETWEEN LOTS 6 &

7, KNOWN AS GAGE AVENUE (CLOSED BY BY-LAW 3237, INST. BL826), BROKEN FRONT CONCESSION, BARTON, PART 14, PLAN 62R18874; PART OF LOT 6, BROKEN FRONT CONCESSION, BARTON, PART 15, PLAN 62R18874; PART OF LOT 7, BROKEN FRONT CONCESSION, BARTON, PARTS 16 & 17, PLAN 62R18874 AS IN WE726838; TOGETHER WITH AN EASEMENT FOR VARIOUS PURPOSES OVER PART OF LOT 7, BROKEN FRONT CONCESSION, BARTON, PART OF LOTS 347 TO 354, PLAN 453, PART 2, PLAN 62R18872; PART OF LOTS 349, 350 & 351, PLAN 453, PART OF LOT 7, BROKEN FRONT CONCESSION, BARTON, PART 3, PLAN 62R18872; PART OF LOT 7, BROKEN FRONT CONCESSION, BARTON, PART OF LOTS 347, 348, 349 & 350, PLAN 453, PART 4, PLAN 62R18872; PART OF LOT 7, BROKEN FRONT CONCESSION, BARTON, PARTS 5 & 6, PLAN 62R18872 AS IN WE726838; TOGETHER WITH AN EASEMENT FOR VARIOUS PURPOSES OVER PART OF LOT 7, BROKEN FRONT CONCESSION, BARTON, PARTS 15 & 16, PLAN 62R18877; PART OF LOTS 6 & 7, BROKEN FRONT CONCESSION, PART OF WATER LOT IN FRONT OF LOTS 6 & 7, PART OF THE ROAD ALLOWANCE BETWEEN LOTS 6 & 7, KNOWN AS GAGE AVENUE (CLOSED BY BY-LAW 3237, INST. BL826), BROKEN FRONT CONCESSION, BARTON, PART OF LOT 299, PART OF TROLLEY STREET (KNOWN AS GAGE AVE.) (CLOSED BY BY-LAW 4010 INST. BL959), PLAN 453, PART 17, PLAN 62R18877; & PART OF LOTS 6 & 7, PART OF WATER LOT IN FRONT OF LOT 7, PART OF THE ROAD ALLOWANCE BETWEEN LOTS 6 & 7, KNOWN AS GAGE AVENUE (CLOSED BY BY-LAW 3237, INST. BL826), BROKEN FRONT CONCESSION, BARTON, PART 18, PLAN 62R18877 AS IN WE726838; TOGETHER WITH AN EASEMENT OVER PART OF LOT 7, BROKEN FRONT CONCESSION, BARTON, PART OF LOTS 322 TO 339 INCLUSIVE, PLAN 453, PART 9, 62R18870 AS IN WE726838; TOGETHER WITH AN EASEMENT OVER PART OF LOTS 6 & 7, BROKEN FRONT CONCESSION, PART OF THE ROAD ALLOWANCE BETWEEN LOTS 6 & 7, KNOWN AS GAGE AVENUE (CLOSED BY BY-LAW 3237, INST. BL826), PART OF WATER LOT IN FRONT OF LOT 7, BROKEN FRONT CONCESSION, BARTON, PART 1, PLAN 62R18876; & PART OF LOT 7, BROKEN FRONT CONCESSION, BARTON, PARTS 2, 3, & 4 PLAN 62R18876 AS IN WE726838; TOGETHER WITH AN EASEMENT FOR VARIOUS PURPOSES AS IN WE726838; SUBJECT TO OVER PART 1, PLAN 62R18872 IN FAVOUR OF PART OF LOT 7, BROKEN FRONT CONCESSION, BARTON, & PART OF LOTS 322 TO 339, ALL INCLUSIVE, PLAN 453, PART 9, PLAN 62R18870; PART OF LOT 7, BROKEN FRONT CONCESSION, BARTON, & PART OF LOTS 327 TO 341, ALL INCLUSIVE, PLAN 453, PART 10, PLAN 62R18870; PART OF LOT 7, BROKEN FRONT CONCESSION, BARTON, PART OF LOTS 347 TO 354, ALL INCLUSIVE, PLAN 453, PART 11 PLAN 62R-18870; PART OF LOTS 6 AND 7, BROKEN FRONT CONCESSION, AND PART OF THE ROAD ALLOWANCE BETWEEN LOTS 6 AND 7, BROKEN FRONT CONCESSION, KNOWN AS GAGE AVENUE, CLOSED BY BY-LAW 3237, REGISTERED AS INSTRUMENT BL826, AND PART OF WATER LOTS IN FRONT OF LOTS 6 AND 7, BROKEN FRONT CONCESSION, BARTON, & PART OF LOTS 299 TO 332, ALL INCLUSIVE PART OF TROLLEY STREET, KNOWN AS GAGE AVENUE, CLOSED BY BY-LAW 4010, REGISTERED AS INSTRUMENT BL959, PLAN 453, PART 12, PLAN 62R18870; PART OF LOT 7, BROKEN FRONT CONCESSION, BARTON, PART 13, PLAN 62R18870 AS IN WE726838; SUBJECT TO EASEMENT FOR VARIOUS PURPOSES AS IN WE726838; SUBJECT TO AN EASEMENT FOR VARIOUS PURPOSES AS IN WE726840; TOGETHER WITH AN EASEMENT OVER PART OF WATER LOTS IN FRONT OF LOT 5, BROKEN FRONT CONCESSION, BARTON, PART 1, 62R18871 AS IN WE726840; TOGETHER WITH AN EASEMENT FOR VARIOUS PURPOSES OVER PART OF WATER LOT IN FRONT OF

LOT 5, BROKEN FRONT CONCESSION, BARTON, PARTS 1, 3, 5 & 6, PLAN 62R18877 AS IN WE726840; TOGETHER WITH AN EASEMENT FOR VARIOUS PURPOSES OVER PART OF WATER LOT IN FRONT OF LOT 5, BROKEN FRONT CONCESSION, BARTON, PARTS 5 & 6, PLAN 62R18870 AS IN WE726840; TOGETHER WITH AN EASEMENT FOR VARIOUS PURPOSES AS IN WE726840; TOGETHER WITH AN EASEMENT OVER PT LT 8 CON 1 BAR BEING PT 54 ON 62R18732 AS IN WE851700; TOGETHER WITH AN EASEMENT OVER PT LT 7 CON 1 BAR BEING PTS 45 TO 53 ON 62R18732 AS IN WE851700; TOGETHER WITH AN EASEMENT OVER PT LT 7 CON 1 BAR BEING PTS 41 & 42 ON 62R18732 AS IN WE851702; CITY OF HAMILTON

MANA LANDS

FIRSTLY:

PIN 17575-0124(LT) - 855 Industrial Drive, Hamilton, Ontario

FIRSTLY: PART OF LOT 7, BROKEN FRONT CONCESSION, BARTON, & PART OF LOTS 322 TO 339, ALL INCLUSIVE, PLAN 453, PART 9, PLAN 62R18870; SECONDLY: PART OF LOT 7, BROKEN FRONT CONCESSION, BARTON, & PART OF LOTS 327 TO 341, ALL INCLUSIVE, PLAN 453, PART 10, PLAN 62R18870; THIRDLY: PART OF LOT 7, BROKEN FRONT CONCESSION, BARTON, PART OF LOTS 347 TO 354, ALL INCLUSIVE, PLAN 453, PART 11 PLAN 62R-18870; FOURTHLY: PART OF LOTS 6 AND 7, BROKEN FRONT CONCESSION, AND PART OF THE ROAD ALLOWANCE BETWEEN LOTS 6 AND 7, BROKEN FRONT CONCESSION, KNOWN AS GAGE AVENUE, CLOSED BY BY-LAW 3237, REGISTERED AS INSTRUMENT BL826, AND PART OF WATER LOTS IN FRONT OF LOTS 6 AND 7, BROKEN FRONT CONCESSION, BARTON, & PART OF LOTS 299 TO 332, ALL INCLUSIVE PART OF TROLLEY STREET, KNOWN AS GAGE AVENUE, CLOSED BY BY-LAW 4010, REGISTERED AS INSTRUMENT BL959, PLAN 453, PART 12, PLAN 62R18870; FIFTHLY: PART OF LOT 7, BROKEN FRONT CONCESSION, BARTON, PART 13, PLAN 62R18870; SUBJECT TO EASEMENT OVER PART 13, PLAN 62R18870 IN FAVOUR OF PART OF SHERMAN INLET, WATER LOT IN FRONT OF LOT 9, PART OF LOTS 7, 8, AND 9, BROKEN FRONT CONCESSION AND PART OF SHERMAN AVENUE, AS CLOSED BY BYLAW 290 AND REGISTERED AS INSTRUMENT NO. BL37, BROKEN FRONT CONCESSION, BARTON, PARTS 4, 5, 6, 7, 8, 9, 10, 11, 13, 15, 16, 17 AND 20, PLAN 62R13125; PART OF LOTS 7 AND 8, BROKEN FRONT CONCESSION, BARTON, PARTS 1 TO 5, INCLUSIVE, PLAN 62R14737, AS IN NS234352 AS RENEWED BY NOTICE OF CLAIM VM171299; TOGETHER WITH THE FOLLOWING EASEMENTS/RIGHT OF WAY OVER: PART OF SHEFFIELD STREET, PLAN 453, CLOSED BY BY-LAW 10686, REGISTERED AS INSTRUMENT HL308202, KNOWN AS INDUSTRIAL DRIVE, AND PART OF LOTS 238 AND 239, PLAN 453, PART 29, PLAN 62R18805 AS IN VM279345 PARTIALLY RELEASED BY WE732551; PART OF SHEFFIELD STREET, PLAN 453, CLOSED BY BY-LAW 10686, REGISTERED AS INSTRUMENT HL308202 AND PART OF LOTS 297 AND 298, PLAN 453, PART 31, PLAN 62R18805 AS IN VM279345 PARTIALLY RELEASED BY WE732551; PART OF LOT 298, PLAN 453, PART 32, PLAN 62R18805 AS IN VM279345 PARTIALLY RELEASED BY WE732551; PART OF LOT 6, BROKEN FRONT CONCESSION, REFERRED TO AS PLYMOUTH STREET, WIDENED AND EXTENDED BY BYLAW 3970, REGISTERED AS INSTRUMENT BL952, AND CLOSED BY BY-LAW 9018, REGISTERED AS INSTRUMENT HL128541, AMENDED BY BY-LAW 9310 AND REGISTERED AS INSTRUMENT HL160159 AND PART OF PLYMOUTH STREET, PLAN 453, WIDENED AND EXTENDED BY BYLAW

3970, REGISTERED AS INSTRUMENT BL952, AND CLOSED BY BY-LAW 10686, REGISTERED AS INSTRUMENT HL308202 AND PART OF LOT 6, BROKEN FRONT CONCESSION, BARTON, PART 33, PLAN 62R18805 AS IN VM279345 PARTIALLY RELEASED BY WE732551; PART OF LOT 6, BROKEN FRONT CONCESSION, REFERRED TO AS PART OF PLYMOUTH STREET, WIDENED AND EXTENDED BY BY-LAW 3970, REGISTERED AS INSTRUMENT BL952 AND CLOSED BY BY-LAW 9018, REGISTERED AS INSTRUMENT HL128541, AMENDED BY BY-LAW 9310 AND REGISTERED AS INSTRUMENT HL160159, BARTON, PART 34, PLAN 62R18805 AS IN VM279345 PARTIALLY RELEASED BY WE732551; PART OF SHEFFIELD STREET, PLAN 453, CLOSED BY BY-LAW 10686, REGISTERED AS INSTRUMENT HL308202 AND PART OF LOT 298, PLAN 453, PART 35, PLAN 62R18805 AS IN VM279345 PARTIALLY RELEASED BY WE732551; PART OF LOT 6, BROKEN FRONT CONCESSION, REFERRED TO AS PLYMOUTH STREET, WIDENED AND EXTENDED BY BYLAW 3970, REGISTERED AS INSTRUMENT BL952, AND CLOSED BY BY-LAW 9018, REGISTERED AS INSTRUMENT HL128541, AMENDED BY BY-LAW 9310 AND REGISTERED AS INSTRUMENT HL160159 AND PART OF PLYMOUTH STREET, PLAN 453, WIDENED AND EXTENDED BY BYLAW 3970, REGISTERED AS INSTRUMENT BL952, AND CLOSED BY BY-LAW 10686, REGISTERED AS INSTRUMENT HL308202, PART 36, PLAN 62R18805 AS IN VM279345 PARTIALLY RELEASED BY WE732551; PART OF LOT 6, BROKEN FRONT CONCESSION, KNOWN AS INDUSTRIAL DRIVE, BARTON, PART 38, PLAN 62R18805 AS IN VM279345 PARTIALLY RELEASED BY WE732551; PART OF LOT 7, BROKEN FRONT CONCESSION AND PART OF THE ROAD ALLOWANCE BETWEEN CONCESSION 1 AND BROKEN FRONT CONCESSION, KNOWN AS BURLINGTON STREET, BARTON, PART 41, PLAN 62R18805 AS VM280965; PART OF LOT 7, BROKEN FRONT CONCESSION, BARTON, PART 42, PLAN 62R18805 AS IN VM280965; SUBJECT TO EASEMENT FOR VARIOUS PURPOSES OVER PARTS 7, 8, 9, 10, 12 & 13, PLAN 62R18871 IN FAVOUR OF PART OF LOTS 5, 6, 7 AND 8, BROKEN FRONT CONCESSION; PART OF THE ROAD ALLOWANCE BETWEEN LOTS 6 AND 7, BROKEN FRONT CONCESSION, KNOWN AS GAGE AVENUE, CLOSED BY BY-LAW 3237, REGISTERED AS INSTRUMENT BL826; PART OF LOT 7, BROKEN FRONT CONCESSION, KNOWN AS WILCOX STREET, CLOSED BY BY-LAW 7245 AND REGISTERED AS INSTRUMENT BL1569; PART OF THE ROAD ALLOWANCE BETWEEN LOTS 8 AND 9, BROKEN FRONT CONCESSION, KNOWN AS SHERMAN AVENUE, CLOSED BY BY-LAW 290, AND REGISTERED AS INSTRUMENT BL37; PART OF THE WATER LOTS LYING IN FRONT OF LOTS 5, 6, 7, 8 AND 9, BROKEN FRONT CONCESSION; PART OF THE WATER LOTS LYING IN FRONT OF THE ROAD ALLOWANCES BETWEEN 4 AND 5, 6 AND 7, 8 AND 9, BROKEN FRONT CONCESSION; PART OF THE LANDS LYING UNDER THE WATERS OF HAMILTON HARBOUR; PART OF LOTS 5 AND 6, BROKEN FRONT CONCESSION, REFERRED TO AS PLYMOUTH STREET, WIDENED AND EXTENDED BY BY-LAW 3970, REGISTERED AS INSTRUMENT BL952 AND CLOSED BY BY-LAW 9018, REGISTERED AS INSTRUMENT HL128541, AMENDED BY BY-LAW 9310 AND REGISTERED AS INSTRUMENT HL160159; PART OF LOTS 5 AND 6, BROKEN FRONT CONCESSION, KNOWN AS DEPEW STREET, CLOSED BY BY-LAW 9018, REGISTERED AS INSTRUMENT HL128541, AMENDED BY BY-LAW 9310 AND REGISTERED AS INSTRUMENT HL160159; PART OF TROLLEY STREET, PLAN 453 KNOWN AS GAGE AVENUE, CLOSED BY BY-LAW 7821, REGISTERED AS INSTRUMENT BL1778, BY-LAW 7775, REGISTERED AS INSTRUMENT BL1758, AND BY-LAW 4010, REGISTERED AS INSTRUMENT BL959, BARTON & ALL OF LOTS 72 TO 74, 121, TO 147, 199 TO 235, 270 TO 280, 299 TO 331 ALL

INCLUSIVE AND PART OF LOTS 196 TO 198, 236, 268, 269, 281 TO 283 AND 332 TO 354, ALL INCLUSIVE, PLAN 453; PART OF MANCHESTER STREET AND BRADFORD STREET, PLAN 453, CLOSED BY BY-LAW 7775, REGISTERED AS INSTRUMENT BL1758; PART OF BIRMINGHAM STREET, PLAN 453, CLOSED BY BY-LAW 7821, REGISTERED AS INSTRUMENT BL1778 AND BY BY-LAW 7775, REGISTERED AS INSTRUMENT BL1758, PART 1, PLAN 62R18805; PART OF LOT 9, BROKEN FRONT CONCESSION, PART OF THE WATER LOT IN FRONT OF LOTS 8 AND 9, BROKEN FRONT CONCESSION, PART OF THE WATER LOT IN FRONT OF THE ROAD ALLOWANCE BETWEEN LOTS 8 AND 9 AND PART OF THE ROAD ALLOWANCE BETWEEN LOTS 8 AND 9, BROKEN FRONT CONCESSION, KNOWN AS SHERMAN AVENUE, CLOSED BY BY-LAW 290, AND REGISTERED AS INSTRUMENT BL37, BARTON, PART 2, PLAN 62R18805; PART OF LOT 8, BROKEN FRONT CONCESSION, PART OF THE WATER LOT IN FRONT OF LOTS 8 AND 9, BROKEN FRONT CONCESSION, PART OF THE WATER LOT IN FRONT OF THE ROAD ALLOWANCE BETWEEN LOTS 8 AND 9 AND PART OF THE ROAD ALLOWANCE BETWEEN LOTS 8 AND 9, BROKEN FRONT CONCESSION, KNOWN AS SHERMAN AVENUE, CLOSED BY BY-LAW 290, AND REGISTERED AS INSTRUMENT BL37, BARTON, PART 3, PLAN 62R18805; PART OF THE WATER LOT IN FRONT OF LOT 8, BROKEN FRONT CONCESSION, BARTON, PARTS 4 AND 5, PLAN 62R18805; PART OF LOTS 7 AND 8 BROKEN FRONT CONCESSION, AND PART OF LOT 7, BROKEN FRONT CONCESSION, KNOWN AS WILCOX STREET, CLOSED BY BY-LAW 7245 AND REGISTERED AS INSTRUMENT BL1569, BARTON, PART 11, PLAN 62R18805; PART OF LOT 7, BROKEN FRONT CONCESSION, BARTON, PARTS 12 AND 14, PLAN 62R18805; PART OF LOT 7, BROKEN FRONT CONCESSION, AND PART OF LOT 7, BROKEN FRONT CONCESSION, KNOWN AS WILCOX STREET, CLOSED BY BY-LAW 7245 AND REGISTERED AS INSTRUMENT BL1569, BARTON, PART 13, PLAN 62R18805; PART OF LOT 6, BROKEN FRONT CONCESSION AND THAT PART OF LOT 6, BROKEN FRONT CONCESSION, REFERRED TO AS PART OF PLYMOUTH STREET, WIDENED AND EXTENDED BY BY-LAW 3970, REGISTERED AS INSTRUMENT BL952 AND CLOSED BY BY-LAW 9018, REGISTERED AS INSTRUMENT HL128541, AMENDED BY BY-LAW 9310 AND REGISTERED AS INSTRUMENT HL160159, BARTON, PART 15, PLAN 62R18805; PART OF LOT 6, BROKEN FRONT CONCESSION AND THAT PART OF LOT 6, BROKEN FRONT CONCESSION, REFERRED TO AS PART OF PLYMOUTH STREET, WIDENED AND EXTENDED BY BY-LAW 3970, REGISTERED AS INSTRUMENT BL952 AND CLOSED BY BY-LAW 9018, REGISTERED AS INSTRUMENT HL128541, AMENDED BY BY-LAW 9310 AND REGISTERED AS INSTRUMENT HL160159, BARTON, AND ALL OF LOTS 286, 287 AND PART OF LOTS 196, 197, 237, 238, 265, 266, 267, 283, 284, 285, 288, 295 TO 298, ALL INCLUSIVE, PART OF MANCHESTER STREET AND BRADFORD STREET, CLOSED BY BYLAW 7775, REGISTERED AS INSTRUMENT BL1758, PLAN 453, PART 16, PLAN 62R18805; PART OF LOT 6, BROKEN FRONT CONCESSION, BARTON, AND PART OF LOTS 196, 197, 198, 236, 237, 266 TO 269, 281 TO 285 AND 295, ALL INCLUSIVE, PART OF MANCHESTER STREET AND BRADFORD STREET, CLOSED BY BYLAW 7775, REGISTERED AS INSTRUMENT BL1758, PLAN 453, PART 17, PLAN 62R18805; PART OF LOTS 5 AND 6, BROKEN FRONT CONCESSION, BARTON, PART 18, PLAN 62R18805; PART OF LOT 6, BROKEN FRONT CONCESSION, BARTON, PART 19, PLAN 62R18805; PART OF LOT 6, BROKEN FRONT CONCESSION, BARTON, PART 20, PLAN 62R18805; PART OF LOT 6, BROKEN FRONT CONCESSION AND THAT PART OF LOT 6, BROKEN FRONT CONCESSION, REFERRED TO AS PART OF PLYMOUTH STREET, WIDENED AND

EXTENDED BY BY-LAW 3970, REGISTERED AS INSTRUMENT BL952 AND CLOSED BY BY-LAW 9018, REGISTERED AS INSTRUMENT HL128541, AMENDED BY BY-LAW 9310 AND REGISTERED AS INSTRUMENT HL160159, BARTON, PARTS 21 AND 22, PLAN 62R18805; PART OF LOT 6, BROKEN FRONT CONCESSION, REFERRED TO AS PART OF PLYMOUTH STREET, WIDENED AND EXTENDED BY BY-LAW 3970, REGISTERED AS INSTRUMENT BL952 AND CLOSED BY BY-LAW 9018, REGISTERED AS INSTRUMENT HL128541, AMENDED BY BY-LAW 9310 AND REGISTERED AS INSTRUMENT HL160159, BARTON, PARTS 23 AND 24, PLAN 62R18805; PART OF LOT 5, BROKEN FRONT CONCESSION, AND PART OF LOTS 5 AND 6, BROKEN FRONT CONCESSION, REFERRED TO AS PART OF PLYMOUTH STREET, WIDENED AND EXTENDED BY BY-LAW 3970, REGISTERED AS INSTRUMENT BL952 AND CLOSED BY BY-LAW 9018, REGISTERED AS INSTRUMENT HL128541, AMENDED BY BY-LAW 9310 AND REGISTERED AS INSTRUMENT HL160159, BARTON, PART 25, PLAN 62R18805; PART OF THE WATER LOT IN FRONT OF LOT 5, BROKEN FRONT CONCESSION, BARTON, PART 26, PLAN 62R18805; PART OF LOT 5, BROKEN FRONT CONCESSION, AND PART OF THE WATER LOT IN FRONT OF LOT 5, BROKEN FRONT CONCESSION AND PART OF WATER LOT LYING IN FRONT OF THE ROAD ALLOWANCE BETWEEN LOTS 4 AND 5, BROKEN FRONT CONCESSION, BARTON, PART 27, PLAN 62R18805; PART OF WATER LOT IN FRONT OF LOT 9, BROKEN FRONT CONCESSION, BARTON, PARTS 43 AND 44, PLAN 62R18805 SAVE & EXCEPT PARTS 1 TO 6 INCLUSIVE, PLAN 62R18870, PARTS 9 TO 13 INCLUSIVE, PLAN 62R18870 AS IN WE726838; SUBJECT TO AN EASEMENT OVER PART 1, PLAN 62R18875 IN FAVOUR OF PART OF LOTS 5, 6, 7 AND 8, BROKEN FRONT CONCESSION; PART OF THE ROAD ALLOWANCE BETWEEN LOTS 6 AND 7, BROKEN FRONT CONCESSION, KNOWN AS GAGE AVENUE, CLOSED BY BY-LAW 3237, REGISTERED AS INSTRUMENT BL826; PART OF LOT 7, BROKEN FRONT CONCESSION, KNOWN AS WILCOX STREET, CLOSED BY BY-LAW 7245 AND REGISTERED AS INSTRUMENT BL1569; PART OF THE ROAD ALLOWANCE BETWEEN LOTS 8 AND 9, BROKEN FRONT CONCESSION, KNOWN AS SHERMAN AVENUE, CLOSED BY BY-LAW 290, AND REGISTERED AS INSTRUMENT BL37; PART OF THE WATER LOTS LYING IN FRONT OF LOTS 5, 6, 7, 8 AND 9, BROKEN FRONT CONCESSION; PART OF THE WATER LOTS LYING IN FRONT OF THE ROAD ALLOWANCES BETWEEN 4 AND 5, 6 AND 7, 8 AND 9, BROKEN FRONT CONCESSION; PART OF THE LANDS LYING UNDER THE WATERS OF HAMILTON HARBOUR; PART OF LOTS 5 AND 6, BROKEN FRONT CONCESSION, REFERRED TO AS PLYMOUTH STREET, WIDENED AND EXTENDED BY BY-LAW 3970, REGISTERED AS INSTRUMENT BL952 AND CLOSED BY BY-LAW 9018, REGISTERED AS INSTRUMENT HL128541, AMENDED BY BY-LAW 9310 AND REGISTERED AS INSTRUMENT HL160159; PART OF LOTS 5 AND 6, BROKEN FRONT CONCESSION, KNOWN AS DEPEW STREET, CLOSED BY BY-LAW 9018, REGISTERED AS INSTRUMENT HL128541, AMENDED BY BY-LAW 9310 AND REGISTERED AS INSTRUMENT HL160159; PART OF TROLLEY STREET, PLAN 453 KNOWN AS GAGE AVENUE, CLOSED BY BY-LAW 7821, REGISTERED AS INSTRUMENT BL1778, BY-LAW 7775, REGISTERED AS INSTRUMENT BL1758, AND BY-LAW 4010, REGISTERED AS INSTRUMENT BL959, BARTON & ALL OF LOTS 72 TO 74, 121, TO 147, 199 TO 235, 270 TO 280, 299 TO 331 ALL INCLUSIVE AND PART OF LOTS 196 TO 198, 236, 268, 269, 281 TO 283 AND 332 TO 354, ALL INCLUSIVE, PLAN 453; PART OF MANCHESTER STREET AND BRADFORD STREET, PLAN 453, CLOSED BY BY-LAW 7775, REGISTERED AS INSTRUMENT BL1758; PART OF BIRMINGHAM STREET, PLAN 453, CLOSED BY BY-LAW 7821, REGISTERED AS

INSTRUMENT BL1778 AND BY BY-LAW 7775, REGISTERED AS INSTRUMENT BL1758, PART 1, PLAN 62R18805; PART OF LOT 9, BROKEN FRONT CONCESSION, PART OF THE WATER LOT IN FRONT OF LOTS 8 AND 9, BROKEN FRONT CONCESSION, PART OF THE WATER LOT IN FRONT OF THE ROAD ALLOWANCE BETWEEN LOTS 8 AND 9 AND PART OF THE ROAD ALLOWANCE BETWEEN LOTS 8 AND 9, BROKEN FRONT CONCESSION, KNOWN AS SHERMAN AVENUE, CLOSED BY BY-LAW 290, AND REGISTERED AS INSTRUMENT BL37, BARTON, PART 2, PLAN 62R18805; PART OF LOT 8, BROKEN FRONT CONCESSION, PART OF THE WATER LOT IN FRONT OF LOTS 8 AND 9, BROKEN FRONT CONCESSION, PART OF THE WATER LOT IN FRONT OF THE ROAD ALLOWANCE BETWEEN LOTS 8 AND 9 AND PART OF THE ROAD ALLOWANCE BETWEEN LOTS 8 AND 9, BROKEN FRONT CONCESSION, KNOWN AS SHERMAN AVENUE, CLOSED BY BY-LAW 290, AND REGISTERED AS INSTRUMENT BL37, BARTON, PART 3, PLAN 62R18805; PART OF THE WATER LOT IN FRONT OF LOT 8, BROKEN FRONT CONCESSION, BARTON, PARTS 4 AND 5, PLAN 62R18805; PART OF LOTS 7 AND 8 BROKEN FRONT CONCESSION, AND PART OF LOT 7, BROKEN FRONT CONCESSION, KNOWN AS WILCOX STREET, CLOSED BY BY-LAW 7245 AND REGISTERED AS INSTRUMENT BL1569, BARTON, PART 11, PLAN 62R18805; PART OF LOT 7, BROKEN FRONT CONCESSION, BARTON, PARTS 12 AND 14, PLAN 62R18805; PART OF LOT 7, BROKEN FRONT CONCESSION, AND PART OF LOT 7, BROKEN FRONT CONCESSION, KNOWN AS WILCOX STREET, CLOSED BY BY-LAW 7245 AND REGISTERED AS INSTRUMENT BL1569, BARTON, PART 13, PLAN 62R18805; PART OF LOT 6, BROKEN FRONT CONCESSION AND THAT PART OF LOT 6, BROKEN FRONT CONCESSION, REFERRED TO AS PART OF PLYMOUTH STREET, WIDENED AND EXTENDED BY BY-LAW 3970, REGISTERED AS INSTRUMENT BL952 AND CLOSED BY BY-LAW 9018, REGISTERED AS INSTRUMENT HL128541, AMENDED BY BY-LAW 9310 AND REGISTERED AS INSTRUMENT HL160159, BARTON, PART 15, PLAN 62R18805; PART OF LOT 6, BROKEN FRONT CONCESSION AND THAT PART OF LOT 6, BROKEN FRONT CONCESSION, REFERRED TO AS PART OF PLYMOUTH STREET, WIDENED AND EXTENDED BY BY-LAW 3970, REGISTERED AS INSTRUMENT BL952 AND CLOSED BY BY-LAW 9018, REGISTERED AS INSTRUMENT HL128541, AMENDED BY BY-LAW 9310 AND REGISTERED AS INSTRUMENT HL160159, BARTON, AND ALL OF LOTS 286, 287 AND PART OF LOTS 196, 197, 237, 238, 265, 266, 267, 283, 284, 285, 288, 295 TO 298, ALL INCLUSIVE, PART OF MANCHESTER STREET AND BRADFORD STREET, CLOSED BY BYLAW 7775, REGISTERED AS INSTRUMENT BL1758, PLAN 453, PART 16, PLAN 62R18805; PART OF LOT 6, BROKEN FRONT CONCESSION, BARTON, AND PART OF LOTS 196, 197, 198, 236, 237, 266 TO 269, 281 TO 285 AND 295, ALL INCLUSIVE, PART OF MANCHESTER STREET AND BRADFORD STREET, CLOSED BY BYLAW 7775, REGISTERED AS INSTRUMENT BL1758, PLAN 453, PART 17, PLAN 62R18805; PART OF LOTS 5 AND 6, BROKEN FRONT CONCESSION, BARTON, PART 18, PLAN 62R18805; PART OF LOT 6, BROKEN FRONT CONCESSION, BARTON, PART 19, PLAN 62R18805; PART OF LOT 6, BROKEN FRONT CONCESSION, BARTON, PART 20, PLAN 62R18805; PART OF LOT 6, BROKEN FRONT CONCESSION AND THAT PART OF LOT 6, BROKEN FRONT CONCESSION, REFERRED TO AS PART OF PLYMOUTH STREET, WIDENED AND EXTENDED BY BY-LAW 3970, REGISTERED AS INSTRUMENT BL952 AND CLOSED BY BY-LAW 9018, REGISTERED AS INSTRUMENT HL128541, AMENDED BY BY-LAW 9310 AND REGISTERED AS INSTRUMENT HL160159, BARTON, PARTS 21 AND 22, PLAN 62R18805; PART OF LOT 6, BROKEN FRONT CONCESSION, REFERRED TO AS PART OF

PLYMOUTH STREET, WIDENED AND EXTENDED BY BY-LAW 3970, REGISTERED AS INSTRUMENT BL952 AND CLOSED BY BY-LAW 9018, REGISTERED AS INSTRUMENT HL128541, AMENDED BY BY-LAW 9310 AND REGISTERED AS INSTRUMENT HL160159, BARTON, PARTS 23 AND 24, PLAN 62R18805; PART OF LOT 5, BROKEN FRONT CONCESSION, AND PART OF LOTS 5 AND 6, BROKEN FRONT CONCESSION, REFERRED TO AS PART OF PLYMOUTH STREET, WIDENED AND EXTENDED BY BY-LAW 3970, REGISTERED AS INSTRUMENT BL952 AND CLOSED BY BY-LAW 9018, REGISTERED AS INSTRUMENT HL128541, AMENDED BY BY-LAW 9310 AND REGISTERED AS INSTRUMENT HL160159, BARTON, PART 25, PLAN 62R18805; PART OF THE WATER LOT IN FRONT OF LOT 5, BROKEN FRONT CONCESSION, BARTON, PART 26, PLAN 62R18805; PART OF LOT 5, BROKEN FRONT CONCESSION, AND PART OF THE WATER LOT IN FRONT OF LOT 5, BROKEN FRONT CONCESSION AND PART OF WATER LOT LYING IN FRONT OF THE ROAD ALLOWANCE BETWEEN LOTS 4 AND 5, BROKEN FRONT CONCESSION, BARTON, PART 27, PLAN 62R18805; PART OF WATER LOT IN FRONT OF LOT 9, BROKEN FRONT CONCESSION, BARTON, PARTS 43 AND 44, PLAN 62R18805 SAVE & EXCEPT PARTS 1 TO 6 INCLUSIVE, PLAN 62R18870, PARTS 9 TO 13 INCLUSIVE, PLAN 62R18870 AS IN WE726838; SUBJECT TO AN EASEMENT OVER PARTS 7 TO 17 INCLUSIVE, PLAN 62R18874 IN FAVOUR OF PART OF LOTS 5, 6, 7 AND 8, BROKEN FRONT CONCESSION; PART OF THE ROAD ALLOWANCE BETWEEN LOTS 6 AND 7, BROKEN FRONT CONCESSION, KNOWN AS GAGE AVENUE, CLOSED BY BY-LAW 3237, REGISTERED AS INSTRUMENT BL826; PART OF LOT 7, BROKEN FRONT CONCESSION, KNOWN AS WILCOX STREET, CLOSED BY BY-LAW 7245 AND REGISTERED AS INSTRUMENT BL1569; PART OF THE ROAD ALLOWANCE BETWEEN LOTS 8 AND 9, BROKEN FRONT CONCESSION, KNOWN AS SHERMAN AVENUE, CLOSED BY BY-LAW 290, AND REGISTERED AS INSTRUMENT BL37; PART OF THE WATER LOTS LYING IN FRONT OF LOTS 5, 6, 7, 8 AND 9, BROKEN FRONT CONCESSION; PART OF THE WATER LOTS LYING IN FRONT OF THE ROAD ALLOWANCES BETWEEN 4 AND 5, 6 AND 7, 8 AND 9, BROKEN FRONT CONCESSION; PART OF THE LANDS LYING UNDER THE WATERS OF HAMILTON HARBOUR; PART OF LOTS 5 AND 6, BROKEN FRONT CONCESSION, REFERRED TO AS PLYMOUTH STREET, WIDENED AND EXTENDED BY BY-LAW 3970, REGISTERED AS INSTRUMENT BL952 AND CLOSED BY BY-LAW 9018, REGISTERED AS INSTRUMENT HL128541, AMENDED BY BY-LAW 9310 AND REGISTERED AS INSTRUMENT HL160159; PART OF LOTS 5 AND 6, BROKEN FRONT CONCESSION, KNOWN AS DEPEW STREET, CLOSED BY BY-LAW 9018, REGISTERED AS INSTRUMENT HL128541, AMENDED BY BY-LAW 9310 AND REGISTERED AS INSTRUMENT HL160159; PART OF TROLLEY STREET, PLAN 453 KNOWN AS GAGE AVENUE, CLOSED BY BY-LAW 7821, REGISTERED AS INSTRUMENT BL1778, BY-LAW 7775, REGISTERED AS INSTRUMENT BL1758, AND BY-LAW 4010, REGISTERED AS INSTRUMENT BL959, BARTON & ALL OF LOTS 72 TO 74, 121, TO 147, 199 TO 235, 270 TO 280, 299 TO 331 ALL INCLUSIVE AND PART OF LOTS 196 TO 198, 236, 268, 269, 281 TO 283 AND 332 TO 354, ALL INCLUSIVE, PLAN 453; PART OF MANCHESTER STREET AND BRADFORD STREET, PLAN 453, CLOSED BY BY-LAW 7775, REGISTERED AS INSTRUMENT BL1758; PART OF BIRMINGHAM STREET, PLAN 453, CLOSED BY BY-LAW 7821, REGISTERED AS INSTRUMENT BL1778 AND BY BY-LAW 7775, REGISTERED AS INSTRUMENT BL1758, PART 1, PLAN 62R18805; PART OF LOT 9, BROKEN FRONT CONCESSION, PART OF THE WATER LOT IN FRONT OF LOTS 8 AND 9, BROKEN FRONT CONCESSION, PART OF THE WATER LOT IN FRONT OF THE ROAD ALLOWANCE BETWEEN LOTS 8 AND 9 AND PART

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INSTRUMENT HL160159, BARTON, PART 25, PLAN 62R18805; PART OF THE WATER LOT IN FRONT OF LOT 5, BROKEN FRONT CONCESSION, BARTON, PART 26, PLAN 62R18805; PART OF LOT 5, BROKEN FRONT CONCESSION, AND PART OF THE WATER LOT IN FRONT OF LOT 5, BROKEN FRONT CONCESSION AND PART OF WATER LOT LYING IN FRONT OF THE ROAD ALLOWANCE BETWEEN LOTS 4 AND 5, BROKEN FRONT CONCESSION, BARTON, PART 27, PLAN 62R18805; PART OF WATER LOT IN FRONT OF LOT 9, BROKEN FRONT CONCESSION, BARTON, PARTS 43 AND 44, PLAN 62R18805 SAVE & EXCEPT PARTS 1 TO 6 INCLUSIVE, PLAN 62R18870, PARTS 9 TO 13 INCLUSIVE, PLAN 62R18870 AS IN WE726838; SUBJECT TO AN EASEMENT FOR VARIOUS PURPOSES OVER PARTS 15, 16, 17 & 18, PLAN 62R18877 IN FAVOUR OF PART OF LOTS 5, 6, 7 AND 8, BROKEN FRONT CONCESSION; PART OF THE ROAD ALLOWANCE BETWEEN LOTS 6 AND 7, BROKEN FRONT CONCESSION, KNOWN AS GAGE AVENUE, CLOSED BY BY-LAW 3237, REGISTERED AS INSTRUMENT BL826; PART OF LOT 7, BROKEN FRONT CONCESSION, KNOWN AS WILCOX STREET, CLOSED BY BY-LAW 7245 AND REGISTERED AS INSTRUMENT BL1569; PART OF THE ROAD ALLOWANCE BETWEEN LOTS 8 AND 9, BROKEN FRONT CONCESSION, KNOWN AS SHERMAN AVENUE, CLOSED BY BY-LAW 290, AND REGISTERED AS INSTRUMENT BL37; PART OF THE WATER LOTS LYING IN FRONT OF LOTS 5, 6, 7, 8 AND 9, BROKEN FRONT CONCESSION; PART OF THE WATER LOTS LYING IN FRONT OF THE ROAD ALLOWANCES BETWEEN 4 AND 5, 6 AND 7, 8 AND 9, BROKEN FRONT CONCESSION; PART OF THE LANDS LYING UNDER THE WATERS OF HAMILTON HARBOUR; PART OF LOTS 5 AND 6, BROKEN FRONT CONCESSION, REFERRED TO AS PLYMOUTH STREET, WIDENED AND EXTENDED BY BY-LAW 3970, REGISTERED AS INSTRUMENT BL952 AND CLOSED BY BY-LAW 9018, REGISTERED AS INSTRUMENT HL128541, AMENDED BY BY-LAW 9310 AND REGISTERED AS INSTRUMENT HL160159; PART OF LOTS 5 AND 6, BROKEN FRONT CONCESSION, KNOWN AS DEPEW STREET, CLOSED BY BY-LAW 9018, REGISTERED AS INSTRUMENT HL128541, AMENDED BY BY-LAW 9310 AND REGISTERED AS INSTRUMENT HL160159; PART OF TROLLEY STREET, PLAN 453 KNOWN AS GAGE AVENUE, CLOSED BY BY-LAW 7821, REGISTERED AS INSTRUMENT BL1778, BY-LAW 7775, REGISTERED AS INSTRUMENT BL1758, AND BY-LAW 4010, REGISTERED AS INSTRUMENT BL959, BARTON & ALL OF LOTS 72 TO 74, 121, TO 147, 199 TO 235, 270 TO 280, 299 TO 331 ALL INCLUSIVE AND PART OF LOTS 196 TO 198, 236, 268, 269, 281 TO 283 AND 332 TO 354, ALL INCLUSIVE, PLAN 453; PART OF MANCHESTER STREET AND BRADFORD STREET, PLAN 453, CLOSED BY BY-LAW 7775, REGISTERED AS INSTRUMENT BL1758; PART OF BIRMINGHAM STREET, PLAN 453, CLOSED BY BY-LAW 7821, REGISTERED AS INSTRUMENT BL1778 AND BY BY-LAW 7775, REGISTERED AS INSTRUMENT BL1758, PART 1, PLAN 62R18805; PART OF LOT 9, BROKEN FRONT CONCESSION, PART OF THE WATER LOT IN FRONT OF LOTS 8 AND 9, BROKEN FRONT CONCESSION, PART OF THE WATER LOT IN FRONT OF THE ROAD ALLOWANCE BETWEEN LOTS 8 AND 9 AND PART OF THE ROAD ALLOWANCE BETWEEN LOTS 8 AND 9, BROKEN FRONT CONCESSION, KNOWN AS SHERMAN AVENUE, CLOSED BY BY-LAW 290, AND REGISTERED AS INSTRUMENT BL37, BARTON, PART 2, PLAN 62R18805; PART OF LOT 8, BROKEN FRONT CONCESSION, PART OF THE WATER LOT IN FRONT OF LOTS 8 AND 9, BROKEN FRONT CONCESSION, PART OF THE WATER LOT IN FRONT OF THE ROAD ALLOWANCE BETWEEN LOTS 8 AND 9 AND PART OF THE ROAD ALLOWANCE BETWEEN LOTS 8 AND 9, BROKEN FRONT CONCESSION, KNOWN AS SHERMAN AVENUE, CLOSED BY BY-LAW 290, AND REGISTERED AS

INSTRUMENT BL37, BARTON, PART 3, PLAN 62R18805; PART OF THE WATER LOT IN FRONT OF LOT 8, BROKEN FRONT CONCESSION, BARTON, PARTS 4 AND 5, PLAN 62R18805; PART OF LOTS 7 AND 8 BROKEN FRONT CONCESSION, AND PART OF LOT 7, BROKEN FRONT CONCESSION, KNOWN AS WILCOX STREET, CLOSED BY BY-LAW 7245 AND REGISTERED AS INSTRUMENT BL1569, BARTON, PART 11, PLAN 62R18805; PART OF LOT 7, BROKEN FRONT CONCESSION, BARTON, PARTS 12 AND 14, PLAN 62R18805; PART OF LOT 7, BROKEN FRONT CONCESSION, AND PART OF LOT 7, BROKEN FRONT CONCESSION, KNOWN AS WILCOX STREET, CLOSED BY BY-LAW 7245 AND REGISTERED AS INSTRUMENT BL1569, BARTON, PART 13, PLAN 62R18805; PART OF LOT 6, BROKEN FRONT CONCESSION AND THAT PART OF LOT 6, BROKEN FRONT CONCESSION, REFERRED TO AS PART OF PLYMOUTH STREET, WIDENED AND EXTENDED BY BY-LAW 3970, REGISTERED AS INSTRUMENT BL952 AND CLOSED BY BY-LAW 9018, REGISTERED AS INSTRUMENT HL128541, AMENDED BY BY-LAW 9310 AND REGISTERED AS INSTRUMENT HL160159, BARTON, PART 15, PLAN 62R18805; PART OF LOT 6, BROKEN FRONT CONCESSION AND THAT PART OF LOT 6, BROKEN FRONT CONCESSION, REFERRED TO AS PART OF PLYMOUTH STREET, WIDENED AND EXTENDED BY BY-LAW 3970, REGISTERED AS INSTRUMENT BL952 AND CLOSED BY BY-LAW 9018, REGISTERED AS INSTRUMENT HL128541, AMENDED BY BY-LAW 9310 AND REGISTERED AS INSTRUMENT HL160159, BARTON, AND ALL OF LOTS 286, 287 AND PART OF LOTS 196, 197, 237, 238, 265, 266, 267, 283, 284, 285, 288, 295 TO 298, ALL INCLUSIVE, PART OF MANCHESTER STREET AND BRADFORD STREET, CLOSED BY BYLAW 7775, REGISTERED AS INSTRUMENT BL1758, PLAN 453, PART 16, PLAN 62R18805; PART OF LOT 6, BROKEN FRONT CONCESSION, BARTON, AND PART OF LOTS 196, 197, 198, 236, 237, 266 TO 269, 281 TO 285 AND 295, ALL INCLUSIVE, PART OF MANCHESTER STREET AND BRADFORD STREET, CLOSED BY BYLAW 7775, REGISTERED AS INSTRUMENT BL1758, PLAN 453, PART 17, PLAN 62R18805; PART OF LOTS 5 AND 6, BROKEN FRONT CONCESSION, BARTON, PART 18, PLAN 62R18805; PART OF LOT 6, BROKEN FRONT CONCESSION, BARTON, PART 19, PLAN 62R18805; PART OF LOT 6, BROKEN FRONT CONCESSION, BARTON, PART 20, PLAN 62R18805; PART OF LOT 6, BROKEN FRONT CONCESSION AND THAT PART OF LOT 6, BROKEN FRONT CONCESSION, REFERRED TO AS PART OF PLYMOUTH STREET, WIDENED AND EXTENDED BY BY-LAW 3970, REGISTERED AS INSTRUMENT BL952 AND CLOSED BY BY-LAW 9018, REGISTERED AS INSTRUMENT HL128541, AMENDED BY BY-LAW 9310 AND REGISTERED AS INSTRUMENT HL160159, BARTON, PARTS 21 AND 22, PLAN 62R18805; PART OF LOT 6, BROKEN FRONT CONCESSION, REFERRED TO AS PART OF PLYMOUTH STREET, WIDENED AND EXTENDED BY BY-LAW 3970, REGISTERED AS INSTRUMENT BL952 AND CLOSED BY BY-LAW 9018, REGISTERED AS INSTRUMENT HL128541, AMENDED BY BY-LAW 9310 AND REGISTERED AS INSTRUMENT HL160159, BARTON, PARTS 23 AND 24, PLAN 62R18805; PART OF LOT 5, BROKEN FRONT CONCESSION, AND PART OF LOTS 5 AND 6, BROKEN FRONT CONCESSION, REFERRED TO AS PART OF PLYMOUTH STREET, WIDENED AND EXTENDED BY BY-LAW 3970, REGISTERED AS INSTRUMENT BL952 AND CLOSED BY BY-LAW 9018, REGISTERED AS INSTRUMENT HL128541, AMENDED BY BY-LAW 9310 AND REGISTERED AS INSTRUMENT HL160159, BARTON, PART 25, PLAN 62R18805; PART OF THE WATER LOT IN FRONT OF LOT 5, BROKEN FRONT CONCESSION, BARTON, PART 26, PLAN 62R18805; PART OF LOT 5, BROKEN FRONT CONCESSION, AND PART OF THE WATER LOT IN FRONT OF LOT 5, BROKEN FRONT CONCESSION AND PART OF WATER LOT

LYING IN FRONT OF THE ROAD ALLOWANCE BETWEEN LOTS 4 AND 5, BROKEN FRONT CONCESSION, BARTON, PART 27, PLAN 62R18805; PART OF WATER LOT IN FRONT OF LOT 9, BROKEN FRONT CONCESSION, BARTON, PARTS 43 AND 44, PLAN 62R18805 SAVE & EXCEPT PARTS 1 TO 6 INCLUSIVE, PLAN 62R18870, PARTS 9 TO 13 INCLUSIVE, PLAN 62R18870 AS IN WE726838; SUBJECT TO AN EASEMENT OVER PART 9, PLAN 62R18870 IN FAVOUR OF PART OF LOTS 5, 6, 7 AND 8, BROKEN FRONT CONCESSION; PART OF THE ROAD ALLOWANCE BETWEEN LOTS 6 AND 7, BROKEN FRONT CONCESSION, KNOWN AS GAGE AVENUE, CLOSED BY BY-LAW 3237, REGISTERED AS INSTRUMENT BL826; PART OF LOT 7, BROKEN FRONT CONCESSION, KNOWN AS WILCOX STREET, CLOSED BY BY-LAW 7245 AND REGISTERED AS INSTRUMENT BL1569; PART OF THE ROAD ALLOWANCE BETWEEN LOTS 8 AND 9, BROKEN FRONT CONCESSION, KNOWN AS SHERMAN AVENUE, CLOSED BY BY-LAW 290, AND REGISTERED AS INSTRUMENT BL37; PART OF THE WATER LOTS LYING IN FRONT OF LOTS 5, 6, 7, 8 AND 9, BROKEN FRONT CONCESSION; PART OF THE WATER LOTS LYING IN FRONT OF THE ROAD ALLOWANCES BETWEEN 4 AND 5, 6 AND 7, 8 AND 9, BROKEN FRONT CONCESSION; PART OF THE LANDS LYING UNDER THE WATERS OF HAMILTON HARBOUR; PART OF LOTS 5 AND 6, BROKEN FRONT CONCESSION, REFERRED TO AS PLYMOUTH STREET, WIDENED AND EXTENDED BY BY-LAW 3970, REGISTERED AS INSTRUMENT BL952 AND CLOSED BY BY-LAW 9018, REGISTERED AS INSTRUMENT HL128541, AMENDED BY BY-LAW 9310 AND REGISTERED AS INSTRUMENT HL160159; PART OF LOTS 5 AND 6, BROKEN FRONT CONCESSION, KNOWN AS DEPEW STREET, CLOSED BY BY-LAW 9018, REGISTERED AS INSTRUMENT HL128541, AMENDED BY BY-LAW 9310 AND REGISTERED AS INSTRUMENT HL160159; PART OF TROLLEY STREET, PLAN 453 KNOWN AS GAGE AVENUE, CLOSED BY BY-LAW 7821, REGISTERED AS INSTRUMENT BL1778, BY-LAW 7775, REGISTERED AS INSTRUMENT BL1758, AND BY-LAW 4010, REGISTERED AS INSTRUMENT BL959, BARTON & ALL OF LOTS 72 TO 74, 121, TO 147, 199 TO 235, 270 TO 280, 299 TO 331 ALL INCLUSIVE AND PART OF LOTS 196 TO 198, 236, 268, 269, 281 TO 283 AND 332 TO 354, ALL INCLUSIVE, PLAN 453; PART OF MANCHESTER STREET AND BRADFORD STREET, PLAN 453, CLOSED BY BY-LAW 7775, REGISTERED AS INSTRUMENT BL1758; PART OF BIRMINGHAM STREET, PLAN 453, CLOSED BY BY-LAW 7821, REGISTERED AS INSTRUMENT BL1778 AND BY BY-LAW 7775, REGISTERED AS INSTRUMENT BL1758, PART 1, PLAN 62R18805; PART OF LOT 9, BROKEN FRONT CONCESSION, PART OF THE WATER LOT IN FRONT OF LOTS 8 AND 9, BROKEN FRONT CONCESSION, PART OF THE WATER LOT IN FRONT OF THE ROAD ALLOWANCE BETWEEN LOTS 8 AND 9 AND PART OF THE ROAD ALLOWANCE BETWEEN LOTS 8 AND 9, BROKEN FRONT CONCESSION, KNOWN AS SHERMAN AVENUE, CLOSED BY BY-LAW 290, AND REGISTERED AS INSTRUMENT BL37, BARTON, PART 2, PLAN 62R18805; PART OF LOT 8, BROKEN FRONT CONCESSION, PART OF THE WATER LOT IN FRONT OF LOTS 8 AND 9, BROKEN FRONT CONCESSION, PART OF THE WATER LOT IN FRONT OF THE ROAD ALLOWANCE BETWEEN LOTS 8 AND 9 AND PART OF THE ROAD ALLOWANCE BETWEEN LOTS 8 AND 9, BROKEN FRONT CONCESSION, KNOWN AS SHERMAN AVENUE, CLOSED BY BY-LAW 290, AND REGISTERED AS INSTRUMENT BL37, BARTON, PART 3, PLAN 62R18805; PART OF THE WATER LOT IN FRONT OF LOT 8, BROKEN FRONT CONCESSION, BARTON, PARTS 4 AND 5, PLAN 62R18805; PART OF LOTS 7 AND 8 BROKEN FRONT CONCESSION, AND PART OF LOT 7, BROKEN FRONT CONCESSION, KNOWN AS WILCOX STREET, CLOSED BY BY-LAW 7245 AND REGISTERED AS INSTRUMENT

BL1569, BARTON, PART 11, PLAN 62R18805; PART OF LOT 7, BROKEN FRONT CONCESSION, BARTON, PARTS 12 AND 14, PLAN 62R18805; PART OF LOT 7, BROKEN FRONT CONCESSION, AND PART OF LOT 7, BROKEN FRONT CONCESSION, KNOWN AS WILCOX STREET, CLOSED BY BY-LAW 7245 AND REGISTERED AS INSTRUMENT BL1569, BARTON, PART 13, PLAN 62R18805; PART OF LOT 6, BROKEN FRONT CONCESSION AND THAT PART OF LOT 6, BROKEN FRONT CONCESSION, REFERRED TO AS PART OF PLYMOUTH STREET, WIDENED AND EXTENDED BY BY-LAW 3970, REGISTERED AS INSTRUMENT BL952 AND CLOSED BY BY-LAW 9018, REGISTERED AS INSTRUMENT HL128541, AMENDED BY BY-LAW 9310 AND REGISTERED AS INSTRUMENT HL160159, BARTON, PART 15, PLAN 62R18805; PART OF LOT 6, BROKEN FRONT CONCESSION AND THAT PART OF LOT 6, BROKEN FRONT CONCESSION, REFERRED TO AS PART OF PLYMOUTH STREET, WIDENED AND EXTENDED BY BY-LAW 3970, REGISTERED AS INSTRUMENT BL952 AND CLOSED BY BY-LAW 9018, REGISTERED AS INSTRUMENT HL128541, AMENDED BY BY-LAW 9310 AND REGISTERED AS INSTRUMENT HL160159, BARTON, AND ALL OF LOTS 286, 287 AND PART OF LOTS 196, 197, 237, 238, 265, 266, 267, 283, 284, 285, 288, 295 TO 298, ALL INCLUSIVE, PART OF MANCHESTER STREET AND BRADFORD STREET, CLOSED BY BYLAW 7775, REGISTERED AS INSTRUMENT BL1758, PLAN 453, PART 16, PLAN 62R18805; PART OF LOT 6, BROKEN FRONT CONCESSION, BARTON, AND PART OF LOTS 196, 197, 198, 236, 237, 266 TO 269, 281 TO 285 AND 295, ALL INCLUSIVE, PART OF MANCHESTER STREET AND BRADFORD STREET, CLOSED BY BYLAW 7775, REGISTERED AS INSTRUMENT BL1758, PLAN 453, PART 17, PLAN 62R18805; PART OF LOTS 5 AND 6, BROKEN FRONT CONCESSION, BARTON, PART 18, PLAN 62R18805; PART OF LOT 6, BROKEN FRONT CONCESSION, BARTON, PART 19, PLAN 62R18805; PART OF LOT 6, BROKEN FRONT CONCESSION, BARTON, PART 20, PLAN 62R18805; PART OF LOT 6, BROKEN FRONT CONCESSION AND THAT PART OF LOT 6, BROKEN FRONT CONCESSION, REFERRED TO AS PART OF PLYMOUTH STREET, WIDENED AND EXTENDED BY BY-LAW 3970, REGISTERED AS INSTRUMENT BL952 AND CLOSED BY BY-LAW 9018, REGISTERED AS INSTRUMENT HL128541, AMENDED BY BY-LAW 9310 AND REGISTERED AS INSTRUMENT HL160159, BARTON, PARTS 21 AND 22, PLAN 62R18805; PART OF LOT 6, BROKEN FRONT CONCESSION, REFERRED TO AS PART OF PLYMOUTH STREET, WIDENED AND EXTENDED BY BY-LAW 3970, REGISTERED AS INSTRUMENT BL952 AND CLOSED BY BY-LAW 9018, REGISTERED AS INSTRUMENT HL128541, AMENDED BY BY-LAW 9310 AND REGISTERED AS INSTRUMENT HL160159, BARTON, PARTS 23 AND 24, PLAN 62R18805; PART OF LOT 5, BROKEN FRONT CONCESSION, AND PART OF LOTS 5 AND 6, BROKEN FRONT CONCESSION, REFERRED TO AS PART OF PLYMOUTH STREET, WIDENED AND EXTENDED BY BY-LAW 3970, REGISTERED AS INSTRUMENT BL952 AND CLOSED BY BY-LAW 9018, REGISTERED AS INSTRUMENT HL128541, AMENDED BY BY-LAW 9310 AND REGISTERED AS INSTRUMENT HL160159, BARTON, PART 25, PLAN 62R18805; PART OF THE WATER LOT IN FRONT OF LOT 5, BROKEN FRONT CONCESSION, BARTON, PART 26, PLAN 62R18805; PART OF LOT 5, BROKEN FRONT CONCESSION, AND PART OF THE WATER LOT IN FRONT OF LOT 5, BROKEN FRONT CONCESSION AND PART OF WATER LOT LYING IN FRONT OF THE ROAD ALLOWANCE BETWEEN LOTS 4 AND 5, BROKEN FRONT CONCESSION, BARTON, PART 27, PLAN 62R18805; PART OF WATER LOT IN FRONT OF LOT 9, BROKEN FRONT CONCESSION, BARTON, PARTS 43 AND 44, PLAN 62R18805 SAVE & EXCEPT PARTS 1 TO 6 INCLUSIVE, PLAN 62R18870, PARTS 9 TO 13 INCLUSIVE,

PLAN 62R18870 AS IN WE726838; SUBJECT TO AN EASEMENT FOR VARIOUS PURPOSES OVER PARTS 1, 2, 3 & 4, PLAN 62R18876 IN FAVOUR OF PART OF LOTS 5, 6, 7 AND 8, BROKEN FRONT CONCESSION; PART OF THE ROAD ALLOWANCE BETWEEN LOTS 6 AND 7, BROKEN FRONT CONCESSION, KNOWN AS GAGE AVENUE, CLOSED BY BY-LAW 3237, REGISTERED AS INSTRUMENT BL826; PART OF LOT 7, BROKEN FRONT CONCESSION, KNOWN AS WILCOX STREET, CLOSED BY BY-LAW 7245 AND REGISTERED AS INSTRUMENT BL1569; PART OF THE ROAD ALLOWANCE BETWEEN LOTS 8 AND 9, BROKEN FRONT CONCESSION, KNOWN AS SHERMAN AVENUE, CLOSED BY BY-LAW 290, AND REGISTERED AS INSTRUMENT BL37; PART OF THE WATER LOTS LYING IN FRONT OF LOTS 5, 6, 7, 8 AND 9, BROKEN FRONT CONCESSION; PART OF THE WATER LOTS LYING IN FRONT OF THE ROAD ALLOWANCES BETWEEN 4 AND 5, 6 AND 7, 8 AND 9, BROKEN FRONT CONCESSION; PART OF THE LANDS LYING UNDER THE WATERS OF HAMILTON HARBOUR; PART OF LOTS 5 AND 6, BROKEN FRONT CONCESSION, REFERRED TO AS PLYMOUTH STREET, WIDENED AND EXTENDED BY BY-LAW 3970, REGISTERED AS INSTRUMENT BL952 AND CLOSED BY BY-LAW 9018, REGISTERED AS INSTRUMENT HL128541, AMENDED BY BY-LAW 9310 AND REGISTERED AS INSTRUMENT HL160159; PART OF LOTS 5 AND 6, BROKEN FRONT CONCESSION, KNOWN AS DEPEW STREET, CLOSED BY BY-LAW 9018, REGISTERED AS INSTRUMENT HL128541, AMENDED BY BY-LAW 9310 AND REGISTERED AS INSTRUMENT HL160159; PART OF TROLLEY STREET, PLAN 453 KNOWN AS GAGE AVENUE, CLOSED BY BY-LAW 7821, REGISTERED AS INSTRUMENT BL1778, BY-LAW 7775, REGISTERED AS INSTRUMENT BL1758, AND BY-LAW 4010, REGISTERED AS INSTRUMENT BL959, BARTON & ALL OF LOTS 72 TO 74, 121, TO 147, 199 TO 235, 270 TO 280, 299 TO 331 ALL INCLUSIVE AND PART OF LOTS 196 TO 198, 236, 268, 269, 281 TO 283 AND 332 TO 354, ALL INCLUSIVE, PLAN 453; PART OF MANCHESTER STREET AND BRADFORD STREET, PLAN 453, CLOSED BY BY-LAW 7775, REGISTERED AS INSTRUMENT BL1758; PART OF BIRMINGHAM STREET, PLAN 453, CLOSED BY BY-LAW 7821, REGISTERED AS INSTRUMENT BL1778 AND BY BY-LAW 7775, REGISTERED AS INSTRUMENT BL1758, PART 1, PLAN 62R18805; PART OF LOT 9, BROKEN FRONT CONCESSION, PART OF THE WATER LOT IN FRONT OF LOTS 8 AND 9, BROKEN FRONT CONCESSION, PART OF THE WATER LOT IN FRONT OF THE ROAD ALLOWANCE BETWEEN LOTS 8 AND 9 AND PART OF THE ROAD ALLOWANCE BETWEEN LOTS 8 AND 9, BROKEN FRONT CONCESSION, KNOWN AS SHERMAN AVENUE, CLOSED BY BY-LAW 290, AND REGISTERED AS INSTRUMENT BL37, BARTON, PART 2, PLAN 62R18805; PART OF LOT 8, BROKEN FRONT CONCESSION, PART OF THE WATER LOT IN FRONT OF LOTS 8 AND 9, BROKEN FRONT CONCESSION, PART OF THE WATER LOT IN FRONT OF THE ROAD ALLOWANCE BETWEEN LOTS 8 AND 9 AND PART OF THE ROAD ALLOWANCE BETWEEN LOTS 8 AND 9, BROKEN FRONT CONCESSION, KNOWN AS SHERMAN AVENUE, CLOSED BY BY-LAW 290, AND REGISTERED AS INSTRUMENT BL37, BARTON, PART 3, PLAN 62R18805; PART OF THE WATER LOT IN FRONT OF LOT 8, BROKEN FRONT CONCESSION, BARTON, PARTS 4 AND 5, PLAN 62R18805; PART OF LOTS 7 AND 8 BROKEN FRONT CONCESSION, AND PART OF LOT 7, BROKEN FRONT CONCESSION, KNOWN AS WILCOX STREET, CLOSED BY BY-LAW 7245 AND REGISTERED AS INSTRUMENT BL1569, BARTON, PART 11, PLAN 62R18805; PART OF LOT 7, BROKEN FRONT CONCESSION, BARTON, PARTS 12 AND 14, PLAN 62R18805; PART OF LOT 7, BROKEN FRONT CONCESSION, AND PART OF LOT 7, BROKEN FRONT CONCESSION, KNOWN AS WILCOX STREET, CLOSED BY BY-LAW 7245 AND

REGISTERED AS INSTRUMENT BL1569, BARTON, PART 13, PLAN 62R18805; PART OF LOT 6, BROKEN FRONT CONCESSION AND THAT PART OF LOT 6, BROKEN FRONT CONCESSION, REFERRED TO AS PART OF PLYMOUTH STREET, WIDENED AND EXTENDED BY BY-LAW 3970, REGISTERED AS INSTRUMENT BL952 AND CLOSED BY BY-LAW 9018, REGISTERED AS INSTRUMENT HL128541, AMENDED BY BY-LAW 9310 AND REGISTERED AS INSTRUMENT HL160159, BARTON, PART 15, PLAN 62R18805; PART OF LOT 6, BROKEN FRONT CONCESSION AND THAT PART OF LOT 6, BROKEN FRONT CONCESSION, REFERRED TO AS PART OF PLYMOUTH STREET, WIDENED AND EXTENDED BY BY-LAW 3970, REGISTERED AS INSTRUMENT BL952 AND CLOSED BY BY-LAW 9018, REGISTERED AS INSTRUMENT HL128541, AMENDED BY BY-LAW 9310 AND REGISTERED AS INSTRUMENT HL160159, BARTON, AND ALL OF LOTS 286, 287 AND PART OF LOTS 196, 197, 237, 238, 265, 266, 267, 283, 284, 285, 288, 295 TO 298, ALL INCLUSIVE, PART OF MANCHESTER STREET AND BRADFORD STREET, CLOSED BY BYLAW 7775, REGISTERED AS INSTRUMENT BL1758, PLAN 453, PART 16, PLAN 62R18805; PART OF LOT 6, BROKEN FRONT CONCESSION, BARTON, AND PART OF LOTS 196, 197, 198, 236, 237, 266 TO 269, 281 TO 285 AND 295, ALL INCLUSIVE, PART OF MANCHESTER STREET AND BRADFORD STREET, CLOSED BY BYLAW 7775, REGISTERED AS INSTRUMENT BL1758, PLAN 453, PART 17, PLAN 62R18805; PART OF LOTS 5 AND 6, BROKEN FRONT CONCESSION, BARTON, PART 18, PLAN 62R18805; PART OF LOT 6, BROKEN FRONT CONCESSION, BARTON, PART 19, PLAN 62R18805; PART OF LOT 6, BROKEN FRONT CONCESSION, BARTON, PART 20, PLAN 62R18805; PART OF LOT 6, BROKEN FRONT CONCESSION AND THAT PART OF LOT 6, BROKEN FRONT CONCESSION, REFERRED TO AS PART OF PLYMOUTH STREET, WIDENED AND EXTENDED BY BY-LAW 3970, REGISTERED AS INSTRUMENT BL952 AND CLOSED BY BY-LAW 9018, REGISTERED AS INSTRUMENT HL128541, AMENDED BY BY-LAW 9310 AND REGISTERED AS INSTRUMENT HL160159, BARTON, PARTS 21 AND 22, PLAN 62R18805; PART OF LOT 6, BROKEN FRONT CONCESSION, REFERRED TO AS PART OF PLYMOUTH STREET, WIDENED AND EXTENDED BY BY-LAW 3970, REGISTERED AS INSTRUMENT BL952 AND CLOSED BY BY-LAW 9018, REGISTERED AS INSTRUMENT HL128541, AMENDED BY BY-LAW 9310 AND REGISTERED AS INSTRUMENT HL160159, BARTON, PARTS 23 AND 24, PLAN 62R18805; PART OF LOT 5, BROKEN FRONT CONCESSION, AND PART OF LOTS 5 AND 6, BROKEN FRONT CONCESSION, REFERRED TO AS PART OF PLYMOUTH STREET, WIDENED AND EXTENDED BY BY-LAW 3970, REGISTERED AS INSTRUMENT BL952 AND CLOSED BY BY-LAW 9018, REGISTERED AS INSTRUMENT HL128541, AMENDED BY BY-LAW 9310 AND REGISTERED AS INSTRUMENT HL160159, BARTON, PART 25, PLAN 62R18805; PART OF THE WATER LOT IN FRONT OF LOT 5, BROKEN FRONT CONCESSION, BARTON, PART 26, PLAN 62R18805; PART OF LOT 5, BROKEN FRONT CONCESSION, AND PART OF THE WATER LOT IN FRONT OF LOT 5, BROKEN FRONT CONCESSION AND PART OF WATER LOT LYING IN FRONT OF THE ROAD ALLOWANCE BETWEEN LOTS 4 AND 5, BROKEN FRONT CONCESSION, BARTON, PART 27, PLAN 62R18805; PART OF WATER LOT IN FRONT OF LOT 9, BROKEN FRONT CONCESSION, BARTON, PARTS 43 AND 44, PLAN 62R18805 SAVE & EXCEPT PARTS 1 TO 6 INCLUSIVE, PLAN 62R18870, PARTS 9 TO 13 INCLUSIVE, PLAN 62R18870 AS IN WE726838; SUBJECT TO AN EASEMENT FOR VARIOUS PURPOSES AS IN WE726838; TOGETHER WITH AN EASEMENT FOR VARIOUS PURPOSES OVER PART OF LOT 7, BROKEN FRONT CONCESSION, BARTON, PARTS 6 & 11, PLAN 62R18871; PART OF LOTS 122, 123, 124, 143, 144 AND 145, PART OF TROLLEY

STREET (KNOWN AS GAGE AVE) (CLOSED BY BY-LAW 7775, INST. BL1758), PART OF TROLLEY STREET (KNOWN AS GAGE AVE) CLOSED BY BY-LAW 7821, INST. BL1778, PLAN 453, PART 4, PLAN 62R18871; PART OF LOTS 130 TO 143, 214, 215, 299, 300, 301 & 302, PART OF BIRMINGHAM AND TROLLEY STREETS (KNOWN AS GAGE AVE) (CLOSED BY BY-LAW 7775, INST. BL1758), PART OF TROLLEY STREET (KNOWN AS GAGE AVE) CLOSED BY BY-LAW 4010, INST. BL959, PART 5, PLAN 62R18871 AS IN WE726838; TOGETHER WITH AN EASEMENT OVER PART OF LOT 7, PART OF LOT 7 (KNOWN AS WILCOX ST.) (CLOSED BY BY-LAW 7245 INST. BL1569), BROKEN FRONT CONCESSION, BARTON, PARTS 14 & 15, PLAN 62R18870 AS IN WE726838; TOGETHER WITH AN EASEMENT OVER PART OF LOT 6, PART OF WATER LOT IN FRONT OF LOT 6, BROKEN FRONT CONCESSION, BARTON, PART 11, PLAN 62R18877; PART OF TROLLEY STREET (KNOWN AS GAGE AVE) (CLOSED BY BY-LAW 7821 INST. BL1778, 7775 INST. BL1758 & 4010 INST. BL959, PLAN 453, PART 12, PLAN 62R18877; PART OF LOT 7, BROKEN FRONT CONCESSION, BARTON, PARTS 13 & 14, PLAN 62R18877; PART OF LOT 7, PART OF LOT 7 (KNOWN AS WILCOX ST.) (CLOSED BY BY-LAW 7245 INST. BL1569), BROKEN FRONT CONCESSION, BARTON, PARTS 14 & 15, PLAN 62R18870 AS IN WE726838; TOGETHER WITH AN EASEMENT FOR VARIOUS PURPOSES OVER PART OF WATER LOT IN FRONT OF LOT 5, BROKEN FRONT CONCESSION, BARTON, PART 2, PLAN 62R18877; PART OF LOT 5, PART OF WATER LOT IN FRONT OF LOT 5, PART OF LOT 5 REFERRED TO AS PLYMOUTH ST (WIDENED AND EXTENDED BY BY-LAW 3970, INST. BL952) (CLOSED BY BY-LAW 9018, INST. HL128541, AMENDED BY BY-LAW9310, INST. HL160159), BROKEN FRONT CONCESSION, BARTON, PART 4, PLAN 62R18877; PART OF LOT 5 REFERRED TO AS PLYMOUTH ST (WIDENED AND EXTENDED BY BY-LAW 3970, INST. BL952) (CLOSED BY BY-LAW 9018, INST. HL128541, AMENDED BY BY-LAW9310, INST. HL160159), BROKEN FRONT CONCESSION, BARTON, PART 7, PLAN 62R18877; PART OF LOTS 5 & 6, PART OF LOTS 5 & 6, KNOWN AS DEPEW STREET (CLOSED BY BY-LAW 9018, INST. HL128541, AMENDED BY BY-LAW 9310, INST. HL160159), PART OF LOT 5, REFERRED TO AS PLYMOUTH ST (WIDENED AND EXTENDED BY BY-LAW 3970, INST. BL952) (CLOSED BY BY-LAW 9018, INST. HL128541, AMENDED BY BY-LAW 9310, INST. HL160159), BROKEN FRONT CONCESSION, BARTON, PART 8, PLAN 62R18877; PART OF WATER LOT IN FRONT OF LOT 6, BROKEN FRONT CONCESSION, BARTON, PART 9, PLAN 62R18877; PART OF LOT 7, PART OF THE WATER LOT IN FRONT OF LOTS 5, 6 & 7, PART OF WATER LOT IN FRONT OF THE ROAD ALLOWANCE BETWEEN LOTS 6 & 7, PART OF THE ROAD ALLOWANCE BETWEEN LOTS 6 & 7, KNOWN AS GAGE AVENUE (CLOSED BY BY-LAW 3237, INST. BL826, BROKEN FRONT CONCESSION, BARTON, PART, 10, PLAN 62R18877; PART OF LOT 6, PART OF WATER LOT IN FRONT OF LOT 6, BROKEN FRONT CONCESSION, BARTON, PART 11, PLAN 62R18877; PART OF TROLLEY STREET (KNOWN AS GAGE AVE) (CLOSED BY BY-LAW 7821 INST. BL1778, 7775 INST. BL1758 & 4010 INST. BL959), PLAN 453, PART 12, PLAN 62R18877 & PART OF LOT 7, BROKEN FRONT CONCESSION, BARTON, PART 13 AND 14, PLAN 62R18877 AS IN WE726838; TOGETHER WITH AN EASEMENT OVER PART OF LOTS 345, 346 & 347, PLAN 453, PART OF LOT 7, BROKEN FRONT CONCESSION, BARTON, PART 1, PLAN 62R18872 AS IN WE726838; TOGETHER WITH AN EASEMENT FOR VARIOUS PURPOSES AS IN WE726838; TOGETHER WITH AN EASEMENT OVER PART OF LOT 6, BROKEN FRONT CONCESSION, BARTON, PARTS 19 TO 29 INCLUSIVE, PLAN 62R18877 AS IN WE726839; S/T EASEMENT OVER PTS 4,5,6,7 62R19266 IN FAVOUR OF LT 361 TO 368 PL 453, PT LT 7 CON 1 BAR BEING PTS 1 TO 28 ON 62R14181 AS IN WE851695; S/T EASEMENT OVER

PTS 4,5,6,7 62R19266 IN FAVOUR OF PT RESERVE 3 SURVEY 32, PT LT 9 CON 1 BAR, PT WATER LT SHERMAN INLET BEING PT 1 62R2370 EXCEPT PTS 2 & 3 62R13169 AS IN WE851695; S/T EASEMENT OVER PTS 4,5,6,7 62R19266 IN FAVOUR OF PT LT 7 CON 1 BAR BEING PTS 1,2,3 62R6711 & AB162338 AS IN WE851695; T/W EASEMENT OVER PT LT 8 CON 1 BAR BEING PT 54 62R18732 AS IN WE851696; T/W EASEMENT OVER PT LT 7 CON 1 BAR BEING PTS 45 TO 53 62R18732 AS IN WE851696; CITY OF HAMILTON

SECONDLY:

PIN 17575-0125(LT) - 1155 Industrial Drive, Hamilton, Ontario

FIRSTLY: PART OF WATER LOT IN FRONT OF LOT 5, BROKEN FRONT CONCESSION, BARTON, PARTS 1, 2 AND 3, PLAN 62R18870; SECONDLY: PART OF WATER LOT IN FRONT OF LOT 5, BROKEN FRONT CONCESSION AND PART OF WATER LOT IN FRONT OF THE ROAD ALLOWANCE BETWEEN LOTS 4 AND 5, BROKEN FRONT CONCESSION, BARTON, PART 4, PLAN 62R18870; THIRDLY: PART OF WATER LOT IN FRONT OF LOT 5, BROKEN FRONT CONCESSION, BARTON, PARTS 5 AND 6 ON 62R18870; SUBJECT TO AN EASEMENT OVER PART 4, PLAN 62R18870 IN FAVOUR OF A) PART OF LOT 5, BROKEN FRONT CONCESSION, BARTON, PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 AND 10, PLAN 62R17340; B) PART OF LOT 5, CONCESSION 1, BROKEN FRONT CONCESSION, BARTON, PARTS 1 AND 2, PLAN 62R15119; C) PART OF LOT 4, BROKEN FRONT CONCESSION, BARTON, PARTS 11 AND 12, PLAN 62R17340, SAVE AND EXCEPT THOSE LANDS MORE PARTICULARLY DESCRIBED IN INSTRUMENT CD106547, REGISTERED ON THE 17TH DAY OF OCTOBER, 1978, BEING THE SECONDLY THEREIN; D) PART OF THE ORIGINAL ROAD ALLOWANCE BETWEEN LOTS 4 AND 5, BROKEN FRONT CONCESSION, E) PART OF LOT 5, BROKEN FRONT CONCESSION, BARTON, BEING THAT PART OF LOT 5 NOW OCCUPIED BY A PUBLIC HIGHWAY KNOWN AS INDUSTRIAL DRIVE AS IN AB343421; SUBJECT TO OVER PART 4, PLAN 62R18870 IN FAVOUR OF A) PART OF LOT 5, BROKEN FRONT CONCESSION, BARTON, PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 AND 10, PLAN 62R17340; B) PART OF LOT 5, CONCESSION 1, BROKEN FRONT CONCESSION, BARTON, PARTS 1 & 2, PLAN 62R15119; C) PART OF LOT 4, BROKEN FRONT CONCESSION, BARTON, PARTS 11 AND 12, PLAN 62R17340, SAVE AND EXCEPT THOSE LANDS MORE PARTICULARLY DESCRIBED IN INSTRUMENT CD106547, REGISTERED ON THE 17TH DAY OF OCTOBER, 1978, BEING THE SECONDLY THEREIN; D) ALL OF LOTS 60 TO 66, ALL OF LOTS 83 TO 97, PART OF LOT 53 TO 59, PART OF LOTS 98 TO 102; PART OF JACKSON STREET, NOW CLOSED BY BYLAW NO. 8255, REGISTERED AS INSTRUMENT HL42536, PART OF CHARLES STREET, NOW CLOSED BY BYLAW 9246, REGISTERED AS INSTRUMENT HL152827 AND PART OF PARK STREET, NOW CLOSED BY BYLAW NO. 8254, REGISTERED AS INSTRUMENT HL42535 ALL ACCORDING TO P. H. HAMILTON SURVEY (UNREGISTERED); E) PART OF LOTS 29 AND 30, BROKEN FRONT CONCESSION, SALTFLEET, PART 1, PLAN 62R-1153; AS IN CD123252; TOGETHER WITH THE FOLLOWING EASEMENTS/RIGHT OF WAY OVER: PART OF SHEFFIELD STREET, PLAN 453, CLOSED BY BY-LAW 10686, REGISTERED AS INSTRUMENT HL308202, KNOWN AS INDUSTRIAL DRIVE, AND PART OF LOTS 238 AND 239, PLAN 453, PART 29, PLAN 62R18805 AS IN VM279345 PARTIALLY RELEASED BY WE732551; PART OF SHEFFIELD STREET, PLAN 453, CLOSED BY BY-LAW 10686, REGISTERED AS INSTRUMENT HL308202 AND PART OF LOTS 297 AND 298, PLAN 453, PART 31, PLAN 62R18805 AS IN VM279345 PARTIALLY RELEASED BY WE732551; PART OF LOT 298, PLAN 453, PART 32,

PLAN 62R18805 AS IN VM279345 PARTIALLY RELEASED BY WE732551; PART OF LOT 6, BROKEN FRONT CONCESSION, REFERRED TO AS PLYMOUTH STREET, WIDENED AND EXTENDED BY BYLAW 3970, REGISTERED AS INSTRUMENT BL952, AND CLOSED BY BY-LAW 9018, REGISTERED AS INSTRUMENT HL128541, AMENDED BY BY-LAW 9310 AND REGISTERED AS INSTRUMENT HL160159 AND PART OF PLYMOUTH STREET, PLAN 453, WIDENED AND EXTENDED BY BYLAW 3970, REGISTERED AS INSTRUMENT BL952, AND CLOSED BY BY-LAW 10686, REGISTERED AS INSTRUMENT HL308202 AND PART OF LOT 6, BROKEN FRONT CONCESSION, BARTON, PART 33, PLAN 62R18805 AS IN VM279345 PARTIALLY RELEASED BY WE732551; PART OF LOT 6, BROKEN FRONT CONCESSION, REFERRED TO AS PART OF PLYMOUTH STREET, WIDENED AND EXTENDED BY BY-LAW 3970, REGISTERED AS INSTRUMENT BL952 AND CLOSED BY BY-LAW 9018, REGISTERED AS INSTRUMENT HL128541, AMENDED BY BY-LAW 9310 AND REGISTERED AS INSTRUMENT HL160159, BARTON, PART 34, PLAN 62R18805 AS IN VM279345 PARTIALLY RELEASED BY WE732551; PART OF SHEFFIELD STREET, PLAN 453, CLOSED BY BY-LAW 10686, REGISTERED AS INSTRUMENT HL308202 AND PART OF LOT 298, PLAN 453, PART 35, PLAN 62R18805 AS IN VM279345 PARTIALLY RELEASED BY WE732551; PART OF LOT 6, BROKEN FRONT CONCESSION, REFERRED TO AS PLYMOUTH STREET, WIDENED AND EXTENDED BY BYLAW 3970, REGISTERED AS INSTRUMENT BL952, AND CLOSED BY BY-LAW 9018, REGISTERED AS INSTRUMENT HL128541, AMENDED BY BY-LAW 9310 AND REGISTERED AS INSTRUMENT HL160159 AND PART OF PLYMOUTH STREET, PLAN 453, WIDENED AND EXTENDED BY BYLAW 3970, REGISTERED AS INSTRUMENT BL952, AND CLOSED BY BY-LAW 10686, REGISTERED AS INSTRUMENT HL308202, PART 36, PLAN 62R18805 AS IN VM279345 PARTIALLY RELEASED BY WE732551; PART OF LOT 6, BROKEN FRONT CONCESSION, KNOWN AS INDUSTRIAL DRIVE, BARTON, PART 38, PLAN 62R18805 AS IN VM279345 PARTIALLY RELEASED BY WE732551; PART OF LOT 7, BROKEN FRONT CONCESSION AND PART OF THE ROAD ALLOWANCE BETWEEN CONCESSION 1 AND BROKEN FRONT CONCESSION, KNOWN AS BURLINGTON STREET, BARTON, PART 41, PLAN 62R18805 AS VM280965; PART OF LT 7, BROKEN FRONT CONCESSION, BARTON PART 42, PLAN 62R18805 AS IN VM280965; TOGETHER WITH AN EASEMENT OVER PART OF WATER LOTS IN FRONT OF LOTS 5 & 6, & PART OF LOT 6, BROKEN FRONT CONCESSION, BARTON, PART OF LOTS 143 TO 145, 199 TO 203, 232 TO 235, 269 TO 271, 279 TO 282, PART OF MANCHESTER & BRADFORD STREETS, (CLOSED BY BY-LAW 7775, INST. BL1758, PLAN 453, PART 3, PLAN 62R18871; AND PART OF LOTS 122, 123, 124, 143, 144 AND 145, PART OF TROLLEY STREET (KNOWN AS GAGE AVE) (CLOSED BY BY-LAW 7775, INST. BL1758), PART OF TROLLEY STREET (KNOWN AS GAGE AVE) CLOSED BY BY-LAW 7821, INST. BL1778, PLAN 453, PART 4, PLAN 62R18871 AS IN WE726840; TOGETHER WITH AN EASEMENT OVER PART OF WATER LOTS IN FRONT OF LOT 5, BROKEN FRONT CONCESSION, BARTON, PART 2, PLAN 62R18871 AS IN WE726840; TOGETHER WITH AN EASEMENT OVER PART OF WATER LOT IN FRONT OF LOT 6, BROKEN FRONT CONCESSION, BARTON, PART 1, PLAN 62R18874 AS IN WE726840; TOGETHER WITH AN EASEMENT OVER PART OF WATER LOT IN FRONT OF LOT 5, BROKEN FRONT CONCESSION, BARTON, PARTS 17 & 19, PLAN 62R18870 & PART OF LOT 5, PART OF WATER LOT IN FRONT OF LOT 5, PART OF LOTS 5 & 6, KNOWN AS DEPEW STREET (CLOSED BY BY-LAW 9018, INST. HL128541, AMENDED BY BY-LAW 9310, INST. HL160159), BROKEN FRONT CONCESSION, BARTON, PART 20, PLAN 62R18870 AS IN WE726840; TOGETHER WITH AN EASEMENT OVER PART LOT 5, PART

OF WATER LOT IN FRONT OF LOT 5, BROKEN FRONT CONCESSION, BARTON, PART 16, PLAN 62R18870 AND PART OF WATER LOT IN FRONT OF LOT 5, BROKEN FRONT CONCESSION, BARTON, PARTS 17 & 18, PLAN 62R18870 AS IN WE726840; TOGETHER WITH AN EASEMENT FOR VARIOUS PURPOSES OVER PART OF WATER LOT IN FRONT OF LOT 5, BROKEN FRONT CONCESSION, BARTON, PART 2, PLAN 62R18877; PART OF LOT 5, PART OF WATER LOT IN FRONT OF LOT 5, PART OF LOT 5, REFERRED TO AS PLYMOUTH STREET (WIDENED AND EXTENDED BY BY-LAW 3970, INST. BL952) (CLOSED BY BY-LAW 9018, INST. HL128541, AMENDED BY BY-LAW 9310, INST. HL160159), BROKEN FRONT CONCESSION, BARTON, PART 4, PLAN 62R18877; PART OF LOT 5, REFERRED TO AS PLYMOUTH STREET (WIDENED AND EXTENDED BY BY-LAW 3970, INST. BL952) (CLOSED BY BY-LAW 9018, INST. HL128541, AMENDED BY BY-LAW 9310, INST. HL160159), BROKEN FRONT CONCESSION, BARTON, PART 7, PLAN 62R18877; PART OF LOTS 5 & 6, PART OF LOTS 5 & 6, KNOWN AS DEPEW STREET (CLOSED BY BY-LAW 9018, INST. HL128541, AMENDED BY BY-LAW 9310, INST. HL160159), PART OF LOT 5, REFERRED TO AS PLYMOUTH STREET (WIDENED AND EXTENDED BY BY-LAW 3970, INST. BL952) (CLOSED BY BY-LAW 9018, INST. HL128541, AMENDED BY BY-LAW 9310, INST. HL160159), BROKEN FRONT CONCESSION, BARTON, PART 8, PLAN 62R18877; PART OF WATER LOT IN FRONT OF LOT 6, BROKEN FRONT CONCESSION, BARTON, PART 9, PLAN 62R18877; PART OF LOT 7, PART OF WATER LOT IN FRONT OF LOTS 5, 6 & 7, PART OF WATER LOT IN FRONT OF ROAD ALLOWANCE BETWEEN LOTS 6 & 7, PART OF THE ROAD ALLOWANCE BETWEEN LOTS 6 & 7, KNOWN AS GAGE AVENUE (CLOSED BY BY-LAW 3237, INST. BL826), BROKEN FRONT CONCESSION, BARTON PART 10, PLAN 62R18877; PART OF LOT 6, PART OF WATER LOT IN FRONT OF LOT 6, BROKEN FRONT CONCESSION, BARTON, PART 11, PLAN 62R18877; PART OF TROLLEY STREET (KNOWN AS GAGE AVE) (CLOSED BY BY-LAWS 7821 INST. BL1778, 7775 INST. BL1758 & 4010 INST. BL959), PLAN 453, PART 12, PLAN 62R18877; PART OF LOT 7, BROKEN FRONT CONCESSION, BARTON, PARTS 13 & 14, PLAN 62R18877 AS IN WE726840; TOGETHER AN EASEMENT OVER PART OF LOT 7, BROKEN FRONT CONCESSION, BARTON, PART 7, PLAN 62R18872; PART OF LOT 6, BROKEN FRONT CONCESSION, PART OF THE ROAD ALLOWANCE BETWEEN LOTS 6 & 7, KNOWN AS GAGE AVE., (CLOSED BY BY-LAW 3237, INST. BL826), PART OF WATER LOTS IN FRONT OF LOTS 5 & 6, PART OF WATER LOTS IN FRONT OF THE ROAD ALLOWANCE BETWEEN LOTS 6 & 7, BROKEN FRONT CONCESSION, BARTON, PART 8, PLAN 62R18872; PART OF LOT 6, BROKEN FRONT CONCESSION, BARTON, PART 9, PLAN 62R18872; PART OF LOTS 5 & 6, BROKEN FRONT CONCESSION, PART OF LOTS 5 & 6, KNOWN AS DEPEW STREET (CLOSED BY BY-LAW 9018, INST. HL128541, AMENDED BY BY-LAW 9310, INST. HL160159), BROKEN FRONT CONCESSION, BARTON, PART 10, PLAN 62R18872 AS IN WE726840; TOGETHER WITH AN EASEMENT OVER PART OF LOTS 5 & 6, BROKEN FRONT CONCESSION, PART OF WATER LOT IN FRONT OF LOT 5, PART OF LOTS 5 & 6, REFERRED TO AS PLYMOUTH STREET (WIDENED AND EXTENDED BY BY-LAW 3970, INST. BL952) (CLOSED BY BY-LAW 9018, INST. HL128541, AMENDED BY BY-LAW 9310, INST. HL160159) BROKEN FRONT CONCESSION BARTON, LOT 74 AND PART OF LOTS 73, 121, 122, 146, 147, 196, 197, 236, 237, 238, 265 TO 268 INCLUSIVE, 282 TO 286 INCLUSIVE, 295, 296, 324 TO 326 INCLUSIVE, PART OF MANCHESTER & BRADFORD STREETS, (CLOSED BY BY-LAW 7775, INST. BL1758), PART OF BIRMINGHAM STREET (CLOSED BY BY-LAW 7821, INST. BL1778), PART OF TROLLEY STREET, (KNOWN AS GAGE AVE) (CLOSED BY BY-LAW 7821 INST. BL1778, PLAN 453,

PART 7, PLAN 62R18870; & PART OF LOT 5, PART OF LOT 5 REFERRED TO AS PLYMOUTH STREET (WIDENED AND EXTENDED BY BY-LAW 3970, INST.BL952), (CLOSED BY BY-LAW 9018, INST. HL128541, AMENDED BY BY-LAW 9310, INST. HL160159), BROKEN FRONT CONCESSION, BARTON, PART 8, PLAN 62R18870 AS IN WE726840; TOGETHER WITH AN EASEMENT FOR VARIOUS PURPOSES AS IN WE726840; SUBJECT TO AN EASEMENT OVER PART 1, PLAN 62R18871 IN FAVOUR OF PART OF LOTS 5, 6, 7 AND 8, BROKEN FRONT CONCESSION; PART OF THE ROAD ALLOWANCE BETWEEN LOTS 6 AND 7, BROKEN FRONT CONCESSION, KNOWN AS GAGE AVENUE, CLOSED BY BY-LAW 3237, REGISTERED AS INSTRUMENT BL826; PART OF LOT 7, BROKEN FRONT CONCESSION, KNOWN AS WILCOX STREET, CLOSED BY BY-LAW 7245 AND REGISTERED AS INSTRUMENT BL1569; PART OF THE ROAD ALLOWANCE BETWEEN LOTS 8 AND 9, BROKEN FRONT CONCESSION, KNOWN AS SHERMAN AVENUE, CLOSED BY BY-LAW 290, AND REGISTERED AS INSTRUMENT BL37; PART OF THE WATER LOTS LYING IN FRONT OF LOTS 5, 6, 7, 8 AND 9, BROKEN FRONT CONCESSION; PART OF WATER LOTS LYING IN FRONT OF THE ROAD ALLOWANCES BETWEEN 4 AND 5, 6 AND 7, 8 AND 9, BROKEN FRONT CONCESSION; PART OF THE LANDS LYING UNDER THE WATERS OF HAMILTON HARBOUR; PART OF LOTS 5 AND 6, BROKEN FRONT CONCESSION, REFERRED TO AS PLYMOUTH STREET, WIDENED AND EXTENDED BY BY-LAW 3970, REGISTERED AS INSTRUMENT BL952 AND CLOSED BY BY-LAW 9018, REGISTERED AS INSTRUMENT HL128541, AMENDED BY BY-LAW 9310 AND REGISTERED AS INSTRUMENT HL160159; PART OF LOTS 5 AND 6, BROKEN FRONT CONCESSION, KNOWN AS DEPEW STREET, CLOSED BY BY-LAW 9018, REGISTERED AS INSTRUMENT HL128541, AMENDED BY BY-LAW 9310 AND REGISTERED AS INSTRUMENT HL160159; PART OF TROLLEY STREET, PLAN 453 KNOWN AS GAGE AVENUE, CLOSED BY BY-LAW 7821, REGISTERED AS INSTRUMENT BL1778, BY-LAW 7775, REGISTERED AS INSTRUMENT BL1758, AND BY-LAW 4010, REGISTERED AS INSTRUMENT BL959, BARTON & ALL OF LOTS 72 TO 74, 121, TO 147, 199 TO 235, 270 TO 280, 299 TO 331 ALL INCLUSIVE AND PART OF LOTS 196 TO 198, 236, 268, 269, 281 TO 283 AND 332 TO 354, ALL INCLUSIVE, PLAN 453; PART OF MANCHESTER STREET AND BRADFORD STREET, PLAN 453, CLOSED BY BY-LAW 7775, REGISTERED AS INSTRUMENT BL1758; PART OF BIRMINGHAM STREET, PLAN 453, CLOSED BY BY-LAW 7821, REGISTERED AS INSTRUMENT BL1778 AND BY BY-LAW 7775, REGISTERED AS INSTRUMENT BL1758, PART 1, PLAN 62R18805; PART OF LOT 9, BROKEN FRONT CONCESSION, PART OF THE WATER LOT IN FRONT OF LOTS 8 AND 9, BROKEN FRONT CONCESSION, PART OF THE WATER LOT IN FRONT OF THE ROAD ALLOWANCE BETWEEN LOTS 8 AND 9 AND PART OF THE ROAD ALLOWANCE BETWEEN LOTS 8 AND 9, BROKEN FRONT CONCESSION, KNOWN AS SHERMAN AVENUE, CLOSED BY BY-LAW 290, AND REGISTERED AS INSTRUMENT BL37, BARTON, PART 2, PLAN 62R18805; PART OF LOT 8, BROKEN FRONT CONCESSION, PART OF THE WATER LOT IN FRONT OF LOTS 8 AND 9, BROKEN FRONT CONCESSION, PART OF THE WATER LOT IN FRONT OF THE ROAD ALLOWANCE BETWEEN LOTS 8 AND 9 AND PART OF THE ROAD ALLOWANCE BETWEEN LOTS 8 AND 9, BROKEN FRONT CONCESSION, KNOWN AS SHERMAN AVENUE, CLOSED BY BY-LAW 290, AND REGISTERED AS INSTRUMENT BL37, BARTON, PART 3, PLAN 62R18805; PART OF THE WATER LOT IN FRONT OF LOT 8, BROKEN FRONT CONCESSION, BARTON, PARTS 4 AND 5, PLAN 62R18805; PART OF LOTS 7 AND 8 BROKEN FRONT CONCESSION, AND PART OF LOT 7, BROKEN FRONT CONCESSION, KNOWN AS WILCOX STREET, CLOSED BY BY-LAW 7245

AND REGISTERED AS INSTRUMENT BL1569, BARTON, PART 11, PLAN 62R18805; PART OF LOT 7, BROKEN FRONT CONCESSION, BARTON, PARTS 12 AND 14, PLAN 62R18805; PART OF LOT 7, BROKEN FRONT CONCESSION, AND PART OF LOT 7, BROKEN FRONT CONCESSION, KNOWN AS WILCOX STREET, CLOSED BY BY-LAW 7245 AND REGISTERED AS INSTRUMENT BL1569, BARTON, PART 13, PLAN 62R18805; PART OF LOT 6, BROKEN FRONT CONCESSION AND THAT PART OF LOT 6, BROKEN FRONT CONCESSION, REFERRED TO AS PART OF PLYMOUTH STREET, WIDENED AND EXTENDED BY BY-LAW 3970, REGISTERED AS INSTRUMENT BL952 AND CLOSED BY BY-LAW 9018, REGISTERED AS INSTRUMENT HL128541, AMENDED BY BY-LAW 9310 AND REGISTERED AS INSTRUMENT HL160159, BARTON, PART 15, PLAN 62R18805; PART OF LOT 6, BROKEN FRONT CONCESSION AND THAT PART OF LOT 6, BROKEN FRONT CONCESSION, REFERRED TO AS PART OF PLYMOUTH STREET, WIDENED AND EXTENDED BY BY-LAW 3970, REGISTERED AS INSTRUMENT BL952 AND CLOSED BY BY-LAW 9018, REGISTERED AS INSTRUMENT HL128541, AMENDED BY BY-LAW 9310 AND REGISTERED AS INSTRUMENT HL160159, BARTON, AND ALL OF LOTS 286, 287 AND PART OF LOTS 196, 197, 237, 238, 265, 266, 267, 283, 284, 285, 288, 295 TO 298, ALL INCLUSIVE, PART OF MANCHESTER STREET AND BRADFORD STREET, CLOSED BY BYLAW 7775, REGISTERED AS INSTRUMENT BL1758, PLAN 453, PART 16, PLAN 62R18805; PART OF LOT 6, BROKEN FRONT CONCESSION, BARTON, AND PART OF LOTS 196, 197, 198, 236, 237, 266 TO 269, 281 TO 285 AND 295, ALL INCLUSIVE, PART OF MANCHESTER STREET AND BRADFORD STREET, CLOSED BY BYLAW 7775, REGISTERED AS INSTRUMENT BL1758, PLAN 453, PART 17, PLAN 62R18805; PART OF LOTS 5 AND 6, BROKEN FRONT CONCESSION, BARTON, PART 18, PLAN 62R18805; PART OF LOT 6, BROKEN FRONT CONCESSION, BARTON, PART 19, PLAN 62R18805; PART OF LOT 6, BROKEN FRONT CONCESSION, BARTON, PART 20, PLAN 62R18805; PART OF LOT 6, BROKEN FRONT CONCESSION AND THAT PART OF LOT 6, BROKEN FRONT CONCESSION, REFERRED TO AS PART OF PLYMOUTH STREET, WIDENED AND EXTENDED BY BY-LAW 3970, REGISTERED AS INSTRUMENT BL952 AND CLOSED BY BY-LAW 9018, REGISTERED AS INSTRUMENT HL128541, AMENDED BY BY-LAW 9310 AND REGISTERED AS INSTRUMENT HL160159, BARTON, PARTS 21 AND 22, PLAN 62R18805; PART OF LOT 6, BROKEN FRONT CONCESSION, REFERRED TO AS PART OF PLYMOUTH STREET, WIDENED AND EXTENDED BY BY-LAW 3970, REGISTERED AS INSTRUMENT BL952 AND CLOSED BY BY-LAW 9018, REGISTERED AS INSTRUMENT HL128541, AMENDED BY BY-LAW 9310 AND REGISTERED AS INSTRUMENT HL160159, BARTON, PARTS 23 AND 24, PLAN 62R18805; PART OF LOT 5, BROKEN FRONT CONCESSION, AND PART OF LOTS 5 AND 6, BROKEN FRONT CONCESSION, REFERRED TO AS PART OF PLYMOUTH STREET, WIDENED AND EXTENDED BY BY-LAW 3970, REGISTERED AS INSTRUMENT BL952 AND CLOSED BY BY-LAW 9018, REGISTERED AS INSTRUMENT HL128541, AMENDED BY BY-LAW 9310 AND REGISTERED AS INSTRUMENT HL160159, BARTON, PART 25, PLAN 62R18805; PART OF THE WATER LOT IN FRONT OF LOT 5, BROKEN FRONT CONCESSION, BARTON, PART 26, PLAN 62R18805; PART OF LOT 5, BROKEN FRONT CONCESSION, AND PART OF THE WATER LOT IN FRONT OF LOT 5, BROKEN FRONT CONCESSION AND PART OF WATER LOT LYING IN FRONT OF THE ROAD ALLOWANCE BETWEEN LOTS 4 AND 5, BROKEN FRONT CONCESSION, BARTON, PART 27, PLAN 62R18805; PART OF WATER LOT IN FRONT OF LOT 9, BROKEN FRONT CONCESSION, BARTON, PARTS 43 AND 44, PLAN 62R18805 SAVE & EXCEPT PARTS 1 TO 6 INCLUSIVE, PLAN 62R18870, PARTS 9 TO 13 INCLUSIVE,

PLAN 62R18870 AS IN WE726840; SUBJECT TO AN EASEMENT OVER PARTS 1, 3, 5 & 6, PLAN 62R18877 IN FAVOUR OF PART OF LOTS 5, 6, 7 AND 8, BROKEN FRONT CONCESSION; PART OF THE ROAD ALLOWANCE BETWEEN LOTS 6 AND 7, BROKEN FRONT CONCESSION, KNOWN AS GAGE AVENUE, CLOSED BY BY-LAW 3237, REGISTERED AS INSTRUMENT BL826; PART OF LOT 7, BROKEN FRONT CONCESSION, KNOWN AS WILCOX STREET, CLOSED BY BY-LAW 7245 AND REGISTERED AS INSTRUMENT BL1569; PART OF THE ROAD ALLOWANCE BETWEEN LOTS 8 AND 9, BROKEN FRONT CONCESSION, KNOWN AS SHERMAN AVENUE, CLOSED BY BY-LAW 290, AND REGISTERED AS INSTRUMENT BL37; PART OF THE WATER LOTS LYING IN FRONT OF LOTS 5, 6, 7, 8 AND 9, BROKEN FRONT CONCESSION; PART OF THE WATER LOTS LYING IN FRONT OF THE ROAD ALLOWANCES BETWEEN 4 AND 5, 6 AND 7, 8 AND 9, BROKEN FRONT CONCESSION; PART OF THE LANDS LYING UNDER THE WATERS OF HAMILTON HARBOUR; PART OF LOTS 5 AND 6, BROKEN FRONT CONCESSION, REFERRED TO AS PLYMOUTH STREET, WIDENED AND EXTENDED BY BY-LAW 3970, REGISTERED AS INSTRUMENT BL952 AND CLOSED BY BY-LAW 9018, REGISTERED AS INSTRUMENT HL128541, AMENDED BY BY-LAW 9310 AND REGISTERED AS INSTRUMENT HL160159; PART OF LOTS 5 AND 6, BROKEN FRONT CONCESSION, KNOWN AS DEPEW STREET, CLOSED BY BY-LAW 9018, REGISTERED AS INSTRUMENT HL128541, AMENDED BY BY-LAW 9310 AND REGISTERED AS INSTRUMENT HL160159; PART OF TROLLEY STREET, PLAN 453 KNOWN AS GAGE AVENUE, CLOSED BY BY-LAW 7821, REGISTERED AS INSTRUMENT BL1778, BY-LAW 7775, REGISTERED AS INSTRUMENT BL1758, AND BY-LAW 4010, REGISTERED AS INSTRUMENT BL959, BARTON & ALL OF LOTS 72 TO 74, 121, TO 147, 199 TO 235, 270 TO 280, 299 TO 331 ALL INCLUSIVE AND PART OF LOTS 196 TO 198, 236, 268, 269, 281 TO 283 AND 332 TO 354, ALL INCLUSIVE, PLAN 453; PART OF MANCHESTER STREET AND BRADFORD STREET, PLAN 453, CLOSED BY BY-LAW 7775, REGISTERED AS INSTRUMENT BL1758; PART OF BIRMINGHAM STREET, PLAN 453, CLOSED BY BY-LAW 7821, REGISTERED AS INSTRUMENT BL1778 AND BY BY-LAW 7775, REGISTERED AS INSTRUMENT BL1758, PART 1, PLAN 62R18805; PART OF LOT 9, BROKEN FRONT CONCESSION, PART OF THE WATER LOT IN FRONT OF LOTS 8 AND 9, BROKEN FRONT CONCESSION, PART OF THE WATER LOT IN FRONT OF THE ROAD ALLOWANCE BETWEEN LOTS 8 AND 9 AND PART OF THE ROAD ALLOWANCE BETWEEN LOTS 8 AND 9, BROKEN FRONT CONCESSION, KNOWN AS SHERMAN AVENUE, CLOSED BY BY-LAW 290, AND REGISTERED AS INSTRUMENT BL37, BARTON, PART 2, PLAN 62R18805; PART OF LOT 8, BROKEN FRONT CONCESSION, PART OF THE WATER LOT IN FRONT OF LOTS 8 AND 9, BROKEN FRONT CONCESSION, PART OF THE WATER LOT IN FRONT OF THE ROAD ALLOWANCE BETWEEN LOTS 8 AND 9 AND PART OF THE ROAD ALLOWANCE BETWEEN LOTS 8 AND 9, BROKEN FRONT CONCESSION, KNOWN AS SHERMAN AVENUE, CLOSED BY BY-LAW 290, AND REGISTERED AS INSTRUMENT BL37, BARTON, PART 3, PLAN 62R18805; PART OF THE WATER LOT IN FRONT OF LOT 8, BROKEN FRONT CONCESSION, BARTON, PARTS 4 AND 5, PLAN 62R18805; PART OF LOTS 7 AND 8 BROKEN FRONT CONCESSION, AND PART OF LOT 7, BROKEN FRONT CONCESSION, KNOWN AS WILCOX STREET, CLOSED BY BY-LAW 7245 AND REGISTERED AS INSTRUMENT BL1569, BARTON, PART 11, PLAN 62R18805; PART OF LOT 7, BROKEN FRONT CONCESSION, BARTON, PARTS 12 AND 14, PLAN 62R18805; PART OF LOT 7, BROKEN FRONT CONCESSION, AND PART OF LOT 7, BROKEN FRONT CONCESSION, KNOWN AS WILCOX STREET, CLOSED BY BY-LAW 7245 AND REGISTERED AS INSTRUMENT

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Authority: Item 5, Public Works Committee
Report 22-014 (PW22083/LS22033)
CM: September 28, 2022
Ward: City Wide
Bill No. 257

**CITY OF HAMILTON
BY-LAW NO. 22-**

Being a By-law to Amend the Waterworks By-law No. R84-026

WHEREAS Slate HWF L.P. (“Slate”) is the registered owner of the lands known municipally as 386 Wilcox Street (the “Slate Lands”);

AND WHEREAS on November 25, 2021 the Committee of Adjustment conditionally approved consent applications HM/B-21:98 and HM/B/21:97 for the Slate Lands;

AND WHEREAS as a condition of approval for application HM/B-21:98 (the “Severance Application”), Slate was required to enter into a Joint Use Agreement with the City for the Slate Lands;

AND WHEREAS on April 13, 2022 Council passed Zoning By-law 22-069 (the “Holding By-law”), which placed a holding provision on parts of the Slate Lands intended to be retained through the Severance Application, which are subject to satisfaction of multiple items prior to the Holding By-law being lifted from the property;

AND WHEREAS the Slate Lands are presently subject to an existing Joint Use Agreement dated September 14, 2010 which includes the lands known municipally as 855 and 1155 Industrial Drive (the “MANA Lands”) registered on title to the MANA Lands and the Slate Lands as Instrument No. WE726709;

AND WHEREAS upon receipt of a certificate for the Severance Application under the Planning Act, Slate intends to redevelop the retained portion of the Slate Lands, subject to requirements of the Holding By-law;

AND WHEREAS Slate intends to submit a concept plan and master servicing plan as required by the Holding By-law such that the effect of this by-law is temporary and future development of the Slate Lands will not require a Joint Use Agreement.

NOW THEREFORE THE COUNCIL OF THE CITY OF HAMILTON ENACTS AS FOLLOWS:

1. By-law R84-026 is hereby amended by adding thereto the following sub-section 18(12):

18(12) Notwithstanding sub-sections 4(3) and 18(10) of this by-law in respect of the lands and premises included in Schedule “1”:

- (a) separate water service connections and yard service are not required for up to four (4) separate non-residential parcels of land, provided that:
 - i the registered owners of the parcels of land receive the prior written consent of the City, in the City's sole discretion, and enter into a joint water service agreement, with content acceptable to the General Manager of Planning and Economic Development and in a form satisfactory to the City Solicitor, and register the joint water service agreement on title against the subject lands, all at the said registered owners' cost and expense and in accordance with all applicable City by-laws; and
 - ii such water service connection and/or yard service addressed under the joint water service agreement referred to in sub-section (i) above were in existence and use as of the date of the passage of this by-law;
- 2. By-law R84-026 is amended by adding thereto the attached Schedule "I"
- 3. This By-law shall come into effect immediately upon passage, but shall only be in force until such time as described below:
 - (b) Once all necessary service connections, yard services, and associated works to be implemented as a requirement of the lifting of the holding provision under Zoning By-law 22-069 are completed and certified as being available for servicing to the satisfaction of the General Manager of Public Works, the Director of Hamilton Water shall provide written notice to the registered owners of the lands shown on Schedule "I" hereto, and upon ninety (90) days from the date of such notice, this By-law 22-257 shall be deemed to no longer be in force; or
 - (c) Until such time as this by-law is repealed by Council.

PASSED this 28th day of September, 2022.

F. Eisenberger
Mayor

A. Holland
City Clerk

SCHEDULE "I"
SITE SPECIFIC EXCEPTIONS TO SUBSECTIONS 4(3) AND 18(10)

1. The lands and premises described as follows:

SLATE LANDS

FIRSTLY:

PIN 17575-0126(LT) - 386 Wilcox Street, 1099, 1149 and 1157 Industrial Drive, Hamilton, Ontario

PART OF LOTS 5, 6, 7 AND 8, BROKEN FRONT CONCESSION; PART OF THE ROAD ALLOWANCE BETWEEN LOTS 6 AND 7, BROKEN FRONT CONCESSION, KNOWN AS GAGE AVENUE, CLOSED BY BY-LAW 3237, REGISTERED AS INSTRUMENT BL826; PART OF LOT 7, BROKEN FRONT CONCESSION, KNOWN AS WILCOX STREET, CLOSED BY BY-LAW 7245 AND REGISTERED AS INSTRUMENT BL1569; PART OF THE ROAD ALLOWANCE BETWEEN LOTS 8 AND 9, BROKEN FRONT CONCESSION, KNOWN AS SHERMAN AVENUE, CLOSED BY BY-LAW 290, AND REGISTERED AS INSTRUMENT BL37; PART OF THE WATER LOTS LYING IN FRONT OF LOTS 5, 6, 7, 8 AND 9, BROKEN FRONT CONCESSION; PART OF THE WATER LOTS LYING IN FRONT OF THE ROAD ALLOWANCES BETWEEN 4 AND 5, 6 AND 7, 8 AND 9, BROKEN FRONT CONCESSION; PART OF THE LANDS LYING UNDER THE WATERS OF HAMILTON HARBOUR; PART OF LOTS 5 AND 6, BROKEN FRONT CONCESSION, REFERRED TO AS PLYMOUTH STREET, WIDENED AND EXTENDED BY BY-LAW 3970, REGISTERED AS INSTRUMENT HL128541, AMENDED BY BY-LAW 9310 AND REGISTERED AS INSTRUMENT HL160159; PART OF LOTS 5 AND 6, BROKEN FRONT CONCESSION, KNOWN AS DEPEW STREET, CLOSED BY BY-LAW 9018, REGISTERED AS INSTRUMENT HL128541, AMENDED BY BY-LAW 9310 AND REGISTERED AS INSTRUMENT HL160159; PART OF TROLLEY STREET, PLAN 453 KNOWN AS GAGE AVENUE, CLOSED BY BY-LAW 7821, REGISTERED AS INSTRUMENT BL1778, BY-LAW 7775, REGISTERED AS INSTRUMENT BL1758, AND BY-LAW 4010, REGISTERED AS INSTRUMENT BL959, BARTON & ALL OF LOTS 72 TO 74, 121, TO 147, 199 TO 235, 270 TO 280, 299 TO 331 ALL INCLUSIVE AND PART OF LOTS 196 TO 198, 236, 268, 269, 281 TO 283 AND 332 TO 354, ALL INCLUSIVE, PLAN 453; PART OF MANCHESTER STREET AND BRADFORD STREET, PLAN 453, CLOSED BY BY-LAW 7775, REGISTERED AS INSTRUMENT BL1758; PART OF BIRMINGHAM STREET, PLAN 453, CLOSED BY BY-LAW 7821, REGISTERED AS INSTRUMENT BL1778 AND BY BY-LAW 7775, REGISTERED AS INSTRUMENT BL1758, PART 1, PLAN 62R18805; PART OF LOT 9, BROKEN FRONT CONCESSION, PART OF THE WATER LOT IN FRONT OF LOTS 8 AND 9, BROKEN FRONT CONCESSION, PART OF THE WATER LOT IN FRONT OF THE ROAD ALLOWANCE BETWEEN LOTS 8 AND 9 AND PART OF THE ROAD ALLOWANCE BETWEEN LOTS 8 AND 9, BROKEN FRONT CONCESSION, KNOWN AS SHERMAN AVENUE, CLOSED

BY BY-LAW 290, AND REGISTERED AS INSTRUMENT BL37, BARTON, PART 2, PLAN 62R18805; PART OF LOT 8, BROKEN FRONT CONCESSION, PART OF THE WATER LOT IN FRONT OF LOTS 8 AND 9, BROKEN FRONT CONCESSION, PART OF THE WATER LOT IN FRONT OF THE ROAD ALLOWANCE BETWEEN LOTS 8 AND 9 AND PART OF THE ROAD ALLOWANCE BETWEEN LOTS 8 AND 9, BROKEN FRONT CONCESSION, KNOWN AS SHERMAN AVENUE, CLOSED BY BY-LAW 290, AND REGISTERED AS INSTRUMENT BL37, BARTON, PART 3, PLAN 62R18805; PART OF THE WATER LOT IN FRONT OF LOT 8, BROKEN FRONT CONCESSION, BARTON, PARTS 4 AND 5, PLAN 62R18805; PART OF LOTS 7 AND 8 BROKEN FRONT CONCESSION, AND PART OF LOT 7, BROKEN FRONT CONCESSION, KNOWN AS WILCOX STREET, CLOSED BY BY-LAW 7245 AND REGISTERED AS INSTRUMENT BL1569, BARTON, PART 11, PLAN 62R18805; PART OF LOT 7, BROKEN FRONT CONCESSION, BARTON, PARTS 12 AND 14, PLAN 62R18805; PART OF LOT 7, BROKEN FRONT CONCESSION, AND PART OF LOT 7, BROKEN FRONT CONCESSION, KNOWN AS WILCOX STREET, CLOSED BY BY-LAW 7245 AND REGISTERED AS INSTRUMENT BL1569, BARTON, PART 13, PLAN 62R18805; PART OF LOT 6, BROKEN FRONT CONCESSION AND THAT PART OF LOT 6, BROKEN FRONT CONCESSION, REFERRED TO AS PART OF PLYMOUTH STREET, WIDENED AND EXTENDED BY BY-LAW 3970, REGISTERED AS INSTRUMENT BL952 AND CLOSED BY BY-LAW 9018, REGISTERED AS INSTRUMENT HL128541, AMENDED BY BY-LAW 9310 AND REGISTERED AS INSTRUMENT HL160159, BARTON, PART 15, PLAN 62R18805; PART OF LOT 6, BROKEN FRONT CONCESSION AND THAT PART OF LOT 6, BROKEN FRONT CONCESSION, REFERRED TO AS PART OF PLYMOUTH STREET, WIDENED AND EXTENDED BY BY-LAW 3970, REGISTERED AS INSTRUMENT BL952 AND CLOSED BY BY-LAW 9018, REGISTERED AS INSTRUMENT HL128541, AMENDED BY BY-LAW 9310 AND REGISTERED AS INSTRUMENT HL160159, BARTON, AND ALL OF LOTS 286, 287 AND PART OF LOTS 196, 197, 237, 238, 265, 266, 267, 283, 284, 285, 288, 295 TO 298, ALL INCLUSIVE, PART OF MANCHESTER STREET AND BRADFORD STREET, CLOSED BY BYLAW 7775, REGISTERED AS INSTRUMENT BL1758, PLAN 453, PART 16, PLAN 62R18805; PART OF LOT 6, BROKEN FRONT CONCESSION, BARTON, AND PART OF LOTS 196, 197, 198, 236, 237, 266 TO 269, 281 TO 285 AND 295, ALL INCLUSIVE, PART OF MANCHESTER STREET AND BRADFORD STREET, CLOSED BY BYLAW 7775, REGISTERED AS INSTRUMENT BL1758, PLAN 453, PART 17, PLAN 62R18805; PART OF LOTS 5 AND 6, BROKEN FRONT CONCESSION, BARTON, PART 18, PLAN 62R18805; PART OF LOT 6, BROKEN FRONT CONCESSION, BARTON, PART 19, PLAN 62R18805; PART OF LOT 6, BROKEN FRONT CONCESSION, BARTON, PART 20, PLAN 62R18805; PART OF LOT 6, BROKEN FRONT CONCESSION AND THAT PART OF LOT 6, BROKEN FRONT CONCESSION, REFERRED TO AS PART OF PLYMOUTH STREET, WIDENED AND EXTENDED BY BY-LAW 3970, REGISTERED AS INSTRUMENT BL952 AND CLOSED BY BY-LAW 9018, REGISTERED AS INSTRUMENT HL128541, AMENDED BY BY-LAW 9310 AND REGISTERED AS INSTRUMENT HL160159, BARTON, PARTS 21 AND 22, PLAN 62R18805; PART OF LOT 6, BROKEN FRONT CONCESSION, REFERRED TO AS PART OF PLYMOUTH STREET, WIDENED AND EXTENDED BY BY-LAW 3970, REGISTERED AS INSTRUMENT BL952 AND CLOSED BY BY-LAW 9018, REGISTERED AS INSTRUMENT HL128541, AMENDED BY BY-LAW 9310 AND

REGISTERED AS INSTRUMENT HL160159, BARTON, PARTS 23 AND 24, PLAN 62R18805; PART OF LOT 5, BROKEN FRONT CONCESSION, AND PART OF LOTS 5 AND 6, BROKEN FRONT CONCESSION, REFERRED TO AS PART OF PLYMOUTH STREET, WIDENED AND EXTENDED BY BY-LAW 3970, REGISTERED AS INSTRUMENT BL952 AND CLOSED BY BY-LAW 9018, REGISTERED AS INSTRUMENT HL128541, AMENDED BY BY-LAW 9310 AND REGISTERED AS INSTRUMENT HL160159, BARTON, PART 25, PLAN 62R18805; PART OF THE WATER LOT IN FRONT OF LOT 5, BROKEN FRONT CONCESSION, BARTON, PART 26, PLAN 62R18805; PART OF LOT 5, BROKEN FRONT CONCESSION, AND PART OF THE WATER LOT IN FRONT OF LOT 5, BROKEN FRONT CONCESSION AND PART OF WATER LOT LYING IN FRONT OF THE ROAD ALLOWANCE BETWEEN LOTS 4 AND 5, BROKEN FRONT CONCESSION, BARTON, PART 27, PLAN 62R18805; PART OF WATER LOT IN FRONT OF LOT 9, BROKEN FRONT CONCESSION, BARTON, PARTS 43 AND 44, PLAN 62R18805 SAVE & EXCEPT PARTS 1 TO 6 INCLUSIVE, PLAN 62R18870, PARTS 9 TO 13 INCLUSIVE, PLAN 62R18870 & PART OF LOT 7, BROKEN FRONT CONCESSION, BARTON, & PART OF LOTS 339 TO 347 INCLUSIVE, PLAN 453, PARTS 1 & 2, PLAN 62R18915; SUBJECT TO PART OF AN EASEMENT IN FAVOUR OF PART OF SHERMAN INLET, WATER LOT IN FRONT OF LOT 9, PART OF LOTS 7, 8, AND 9, BROKEN FRONT CONCESSION AND PART OF SHERMAN AVENUE, AS CLOSED BY BYLAW 290 AND REGISTERED AS INSTRUMENT NO. BL37, BROKEN FRONT CONCESSION, BARTON, PARTS 4, 5, 6, 7, 8, 9, 10, 11, 13, 15, 16, 17 AND 20, PLAN 62R13125, AND SECONDLY: COMPOSED OF PART OF LOTS 7 AND 8, BROKEN FRONT CONCESSION, BARTON, PARTS 1 TO 5, INCLUSIVE, PLAN 62R14737 AS IN NS234352 AS RENEWED BY NOTICE OF CLAIM VM171299; SUBJECT TO AN EASEMENT IN GROSS OVER PARTS 23, 24, 25 & 26 PLAN 62R18805 IN FAVOUR OF THE CITY OF HAMILTON AS IN HL216274; SUBJECT TO PART OF AN EASEMENT IN FAVOUR OF A) PART OF LOT 5, BROKEN FRONT CONCESSION, BARTON, PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 AND 10, PLAN 62R17340, B) PART OF LOT 5, CONCESSION 1, BROKEN FRONT CONCESSION, BARTON, PARTS 1 AND 2 PLAN 62R15119, C) PART OF LOT 4, BROKEN FRONT CONCESSION, BARTON PARTS 11 AND 12, PLAN 62R17340, SAVE AND EXCEPT THOSE LANDS MORE PARTICULARLY DESCRIBED IN INSTRUMENT CD106547, REGISTERED ON THE 17TH DAY OF OCTOBER, 1978, BEING THE SECONDLY THEREIN, D) PART OF THE ORIGINAL ROAD ALLOWANCE BETWEEN LOTS 4 AND 5, BROKEN FRONT CONCESSION, E) PART OF LOT 5, BROKEN FRONT CONCESSION, BARTON, BEING THAT PART OF LOT 5 NOW OCCUPIED BY A PUBLIC HIGHWAY KNOWN AS INDUSTRIAL DRIVE AS IN AB343421; SUBJECT TO PART OF AN EASEMENT IN FAVOUR OF A) PART OF LOT 5, BROKEN FRONT CONCESSION, BARTON, PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 AND 10, PLAN 62R17340, B) PART OF LOT 5, CONCESSION 1, BROKEN FRONT CONCESSION, BARTON, PARTS 1 AND 2 PLAN 62R15119, C) PART OF LOT 4, BROKEN FRONT CONCESSION, BARTON, PARTS 11 AND 12, PLAN 62R17340, SAVE AND EXCEPT THOSE LANDS MORE PARTICULARLY DESCRIBED IN INSTRUMENT CD106547, REGISTERED ON THE 17TH DAY OF OCTOBER, 1978, BEING THE SECONDLY THEREIN, D) ALL OF LOTS 60 TO 66, ALL OF LOTS 83 TO 97, PART OF LOT 53 TO 59, PART OF LOTS 98 TO 102; PART OF JACKSON STREET, NOW CLOSED BY BYLAW NO. 8255, REGISTERED AS

INSTRUMENT HL42536, PART OF CHARLES STREET, NOW CLOSED BY BYLAW 9246, REGISTERED AS INSTRUMENT HL152827 AND PART OF PARK STREET, NOW CLOSED BY BYLAW NO. 8254, REGISTERED AS INSTRUMENT HL42535 ALL ACCORDING TO P. H. HAMILTON SURVEY (UNREGISTERED), E) PART OF LOTS 29 AND 30, BROKEN FRONT CONCESSION, SALTFLEET, PART 1, PLAN 62R1153 AS IN CD123252; TOGETHER WITH THE FOLLOWING EASEMENTS/RIGHT OF WAY OVER: PART OF THE ROAD ALLOWANCE BETWEEN LOTS 8 AND 9, BROKEN FRONT CONCESSION, BARTON KNOWN AS SHERMAN AVENUE, CLOSED BY BYLAW 290, INSTRUMENT BL37, PARTS 6, 7 AND 8, PLAN 62R18805 AS IN HA74785 AS RENEWED BY VM280962; PART OF LOT 8, BROKEN FRONT CONCESSION BARTON, PART 10, PLAN 62R18805 AS IN HA74785 AS RENEWED BY VM280962; PART OF THE ROAD ALLOWANCE BETWEEN LOTS 8 AND 9, BROKEN FRONT CONCESSION, KNOWN AS SHERMAN AVENUE, CLOSED BY BYLAW 290, INSTRUMENT BL37, PART 9, PLAN 62R18805 AS IN HA74785 AS RENEWED BY VM280962; PART OF SHEFFIELD STREET, PLAN 453, CLOSED BY BY-LAW 73-140, REGISTERED AS INSTRUMENT AB289687, KNOWN AS INDUSTRIAL DRIVE, PART 28, PLAN 62R18805 AS IN VM279348; PART OF SHEFFIELD STREET, PLAN 453, CLOSED BY BY-LAW 10686, REGISTERED AS INSTRUMENT HL308202, KNOWN AS INDUSTRIAL DRIVE, AND PART OF LOTS 238 AND 239, PLAN 453, PART 29, PLAN 62R18805 AS IN VM279345; PART OF SHEFFIELD STREET, PLAN 453, CLOSED BY BY-LAW 10686, REGISTERED AS INSTRUMENT HL308202, KNOWN AS INDUSTRIAL DRIVE, AND PART OF LOTS 238, 239, 264 AND 265, PLAN 453, PART 30, PLAN 62R18805 AS IN VM279345; PART OF SHEFFIELD STREET, PLAN 453, CLOSED BY BY-LAW 10686, REGISTERED AS INSTRUMENT HL308202 AND PART OF LOTS 297 AND 298, PLAN 453, PART 31, PLAN 62R18805 AS IN HL169844 AND RENEWED BY NOTICE OF CLAIM VM280963 AND AS IN VM279345; PART OF LOT 298, PLAN 453, PART 32, PLAN 62R18805 AS IN HL169844 AND RENEWED BY NOTICE OF CLAIM VM280963 AND AS IN VM279345; PART OF LOT 6, BROKEN FRONT CONCESSION, REFERRED TO AS PLYMOUTH STREET, WIDENED AND EXTENDED BY BYLAW 3970, REGISTERED AS INSTRUMENT BL952, AND CLOSED BY BY-LAW 9018, REGISTERED AS INSTRUMENT HL128541, AMENDED BY BY-LAW 9310 AND REGISTERED AS INSTRUMENT HL160159 AND PART OF PLYMOUTH STREET, PLAN 453, WIDENED AND EXTENDED BY BYLAW 3970, REGISTERED AS INSTRUMENT BL952, AND CLOSED BY BY-LAW 10686, REGISTERED AS INSTRUMENT HL308202 AND PART OF LOT 6, BROKEN FRONT CONCESSION, BARTON, PART 33, PLAN 62R18805 AS IN HL169844 AND RENEWED BY NOTICE OF CLAIM VM280963 AND AS IN VM279345; PART OF LOT 6, BROKEN FRONT CONCESSION, REFERRED TO AS PART OF PLYMOUTH STREET, WIDENED AND EXTENDED BY BY-LAW 3970, REGISTERED AS INSTRUMENT BL952 AND CLOSED BY BY-LAW 9018, REGISTERED AS INSTRUMENT HL128541, AMENDED BY BY-LAW 9310 AND REGISTERED AS INSTRUMENT HL160159, BARTON, PART 34, PLAN 62R18805 AS IN HL169844 AND RENEWED BY NOTICE OF CLAIM VM280963 AND AS IN VM279345; PART OF SHEFFIELD STREET, PLAN 453, CLOSED BY BY-LAW 10686, REGISTERED AS INSTRUMENT HL308202 AND PART OF LOT 298, PLAN 453, PART 35, PLAN 62R18805 AS IN HL169844 AND RENEWED BY NOTICE OF CLAIM VM280963 AND AS IN VM279345; PART OF LOT 6, BROKEN FRONT CONCESSION, REFERRED TO AS PLYMOUTH STREET, WIDENED AND EXTENDED

BY BYLAW 3970, REGISTERED AS INSTRUMENT BL952, AND CLOSED BY BY-LAW 9018, REGISTERED AS INSTRUMENT HL128541, AMENDED BY BY-LAW 9310 AND REGISTERED AS INSTRUMENT HL160159 AND PART OF PLYMOUTH STREET, PLAN 453, WIDENED AND EXTENDED BY BYLAW 3970, REGISTERED AS INSTRUMENT BL952, AND CLOSED BY BY-LAW 10686, REGISTERED AS INSTRUMENT HL308202, PART 36, PLAN 62R18805 AS IN HL169844 AND RENEWED BY NOTICE OF CLAIM VM280963 AND AS IN VM279345; PART OF LOT 6, BROKEN FRONT CONCESSION, KNOWN AS INDUSTRIAL DRIVE, BARTON, PARTS 37 AND 38, PLAN 62R18805 AS IN VM279345; PART OF LOT 7, BROKEN FRONT CONCESSION, PART 39, PLAN 62R18805 AS IN VM280964; PART OF LOT 7, BROKEN FRONT CONCESSION AND PART OF THE ROAD ALLOWANCE BETWEEN CONCESSION 1 AND BROKEN FRONT CONCESSION, KNOWN AS BURLINGTON STREET, BARTON, PART 40 ON 62R18805 AS IN VM280964; PART OF LOT 7, BROKEN FRONT CONCESSION AND PART OF THE ROAD ALLOWANCE BETWEEN CONCESSION 1 AND BROKEN FRONT CONCESSION, KNOWN AS BURLINGTON STREET, BARTON, PART 41, PLAN 62R18805 AS VM280965; PART OF LOT 7, BROKEN FRONT CONCESSION, BARTON, PART 42, PLAN 62R18805 AS IN VM280965; TOGETHER WITH AN EASEMENT FOR VARIOUS PURPOSES OVER PART OF LOT 7, BROKEN FRONT CONCESSION, BARTON, PARTS 7, 8, 9 & 10, PLAN 62R18871; PART OF LOT 7, BROKEN FRONT CONCESSION, PART OF THE ROAD ALLOWANCE BETWEEN LOTS 6 & 7, BROKEN FRONT CONCESSION, KNOWN AS GAGE AVE., (CLOSED BY BY-LAW 3237, INST. BL826), PART OF WATER LOT IN FRONT OF LOT 7, BROKEN FRONT CONCESSION, BARTON, PART 12, PLAN 62R18871 & PART OF LOTS 6 & 7, PART OF THE ROAD ALLOWANCE BETWEEN LOTS 6 & 7, KNOWN AS GAGE AVE., (CLOSED BY BY-LAW 3237, INST. BL826), PART OF WATER LOT IN FRONT OF LOT 6, BROKEN FRONT CONCESSION, BARTON, PART 13, PLAN 62R18871 AS IN WE726838; TOGETHER WITH AN EASEMENT OVER PART OF LOTS 6 & 7, PART OF THE ROAD ALLOWANCE BETWEEN LOTS 6 & 7, KNOWN AS GAGE AVE., (CLOSED BY BY-LAW 3237, INST. BL826), PART OF WATER LOT IN FRONT OF LOT 6, BROKEN FRONT CONCESSION, BARTON, PART 1, PLAN 62R18875 AS IN WE726838; TOGETHER WITH AN EASEMENT OVER PART OF LOT 7, PART OF WATER LOT IN FRONT OF LOT 7, BROKEN FRONT CONCESSION, BARTON, PART 7, PLAN 62R18874; PART OF LOT 7, PART OF WATER LOT IN FRONT OF LOT 7, BROKEN FRONT CONCESSION, BARTON, PARTS 7, 8 & 9, PLAN 62R18874; PART OF LOT 7, PART OF WATER LOT IN FRONT OF LOT 7, PART OF THE ROAD ALLOWANCE BETWEEN LOTS 6 & 7, KNOWN AS GAGE AVENUE (CLOSED BY BY-LAW 3237, INST. BL826), BROKEN FRONT CONCESSION, BARTON, PART 10, PLAN 62R18874; PART OF LOT 7, BROKEN FRONT CONCESSION, BARTON, PARTS 11, 12 & 13, PLAN 62R18874; PART OF LOT 6, PART OF THE ROAD ALLOWANCE BETWEEN LOTS 6 & 7, KNOWN AS GAGE AVENUE (CLOSED BY BY-LAW 3237, INST. BL826), BROKEN FRONT CONCESSION, BARTON, PART 14, PLAN 62R18874; PART OF LOT 6, BROKEN FRONT CONCESSION, BARTON, PART 15, PLAN 62R18874; PART OF LOT 7, BROKEN FRONT CONCESSION, BARTON, PARTS 16 & 17, PLAN 62R18874 AS IN WE726838; TOGETHER WITH AN EASEMENT FOR VARIOUS PURPOSES OVER PART OF LOT 7, BROKEN FRONT CONCESSION, BARTON, PART OF LOTS 347 TO 354, PLAN 453, PART 2, PLAN 62R18872; PART OF LOTS 349, 350 & 351, PLAN 453,

PART OF LOT 7, BROKEN FRONT CONCESSION, BARTON, PART 3, PLAN 62R18872; PART LOT 7, BROKEN FRONT CONCESSION, BARTON, PART OF LOTS 347, 348, 349 & 350, PLAN 453, PART 4, PLAN 62R18872; PART OF LOT 7, BROKEN FRONT CONCESSION, BARTON, PARTS 5 & 6, PLAN 62R18872 AS IN WE726838; TOGETHER WITH AN EASEMENT FOR VARIOUS PURPOSES OVER PART OF LOT 7, BROKEN FRONT CONCESSION, BARTON, PARTS 15 & 16, PLAN 62R18877; PART OF LOTS 6 & 7, BROKEN FRONT CONCESSION, PART OF WATER LOT IN FRONT OF LOTS 6 & 7, PART OF THE ROAD ALLOWANCE BETWEEN LOTS 6 & 7, KNOWN AS GAGE AVENUE (CLOSED BY BY-LAW 3237, INST. BL826), BROKEN FRONT CONCESSION, BARTON, PART OF LOT 299, PART OF TROLLEY STREET (KNOWN AS GAGE AVE.) (CLOSED BY BY-LAW 4010 INST. BL959), PLAN 453, PART 17, PLAN 62R18877; & PART OF LOTS 6 & 7, PART OF WATER LOT IN FRONT OF LOT 7, PART OF THE ROAD ALLOWANCE BETWEEN LOTS 6 & 7, KNOWN AS GAGE AVENUE (CLOSED BY BY-LAW 3237, INST. BL826), BROKEN FRONT CONCESSION, BARTON, PART 18, PLAN 62R18877 AS IN WE726838; TOGETHER WITH AN EASEMENT OVER PART OF LOT 7, BROKEN FRONT CONCESSION, BARTON, PART OF LOTS 322 TO 339 INCLUSIVE, PLAN 453, PART 9, 62R18870 AS IN WE726838; TOGETHER WITH AN EASEMENT OVER PART OF LOTS 6 & 7, BROKEN FRONT CONCESSION, PART OF THE ROAD ALLOWANCE BETWEEN LOTS 6 & 7, KNOWN AS GAGE AVENUE (CLOSED BY BY-LAW 3237, INST. BL826), PART OF WATER LOT IN FRONT OF LOT 7, BROKEN FRONT CONCESSION, BARTON, PART 1, PLAN 62R18876; & PART OF LOT 7, BROKEN FRONT CONCESSION, BARTON, PARTS 2, 3, & 4, PLAN 62R18876 AS IN WE726838; TOGETHER WITH AN EASEMENT FOR VARIOUS PURPOSES AS IN WE726838; SUBJECT TO AN EASEMENT FOR VARIOUS PURPOSES OVER PARTS 4, 5, 6 & 11, PLAN 62R18871 IN FAVOUR OF PART OF LOT 7, BROKEN FRONT CONCESSION, BARTON & PART OF LOTS 322 TO 339, INCLUSIVE, PLAN 453, PART 9, PLAN 62R18870; PART OF LOT 7, BROKEN FRONT CONCESSION, BARTON, & PART OF LOTS 327 TO 341 INCLUSIVE, PLAN 453, PART 10, PLAN 62R18870; PART OF LOT 7, BROKEN FRONT CONCESSION, BARTON, & PART OF LOTS 347 TO 354 INCLUSIVE, PLAN 453, PART 11, PLAN 62R18870; PART OF LOTS 6 & 7, BROKEN FRONT CONCESSION, BARTON & PART OF THE ROAD ALLOWANCE BETWEEN LOTS 6 & 7, BROKEN FRONT CONCESSION, KNOWN AS GAGE AVENUE, CLOSED BY BY-LAW 3237, REGISTERED AS INSTRUMENT BL826 AND PART OF WATER LOTS IN FRONT OF LOTS 6 & 7, BROKEN FRONT CONCESSION, BARTON & PART OF LOTS 299 TO 332, INCLUSIVE, & PART OF TROLLEY STREET, KNOWN AS GAGE AVENUE, CLOSED BY BY-LAW 4010, REGISTERED AS INSTRUMENT BL959, PLAN 453, PART 12, PLAN 62R18870; PART OF LOT 7, BROKEN FRONT CONCESSION, BARTON, PART 13, PLAN 62R18870 AS IN WE726838; SUBJECT TO AN EASEMENT FOR VARIOUS PURPOSES OVER PARTS 14 & 15, PLAN 62R18870 IN FAVOUR OF PART OF LOT 7, BROKEN FRONT CONCESSION, BARTON & PART OF LOTS 322 TO 339, INCLUSIVE, PLAN 453, PART 9, PLAN 62R18870; PART OF LOT 7, BROKEN FRONT CONCESSION, BARTON, & PART OF LOTS 327 TO 341 INCLUSIVE, PLAN 453, PART 10, PLAN 62R18870; PART OF LOT 7, BROKEN FRONT CONCESSION, BARTON, & PART OF LOTS 347 TO 354 INCLUSIVE, PLAN 453, PART 11, PLAN 62R18870; PART OF LOTS 6 & 7, BROKEN FRONT CONCESSION, BARTON & PART OF THE ROAD ALLOWANCE BETWEEN LOTS 6 & 7, BROKEN FRONT CONCESSION, KNOWN AS

GAGE AVENUE, CLOSED BY BY-LAW 3237, REGISTERED AS INSTRUMENT BL826 AND PART OF WATER LOTS IN FRONT OF LOTS 6 & 7, BROKEN FRONT CONCESSION, BARTON & PART OF LOTS 299 TO 332, INCLUSIVE, & PART OF TROLLEY STREET, KNOWN AS GAGE AVENUE, CLOSED BY BY-LAW 4010, REGISTERED AS INSTRUMENT BL959, PLAN 453, PART 12, PLAN 62R18870; PART OF LOT 7, BROKEN FRONT CONCESSION, BARTON, PART 13, PLAN 62R18870 AS IN WE726838; SUBJECT TO AN EASEMENT FOR VARIOUS PURPOSES OVER PARTS 2, 4, 7, 8, 9, 10, 11, 12, 13 & 14, PLAN 62R18877 IN FAVOUR OF PART OF LOT 7, BROKEN FRONT CONCESSION, BARTON & PART OF LOTS 322 TO 339, INCLUSIVE, PLAN 453, PART 9, PLAN 62R18870; PART OF LOT 7, BROKEN FRONT CONCESSION, BARTON, & PART OF LOTS 327 TO 341 INCLUSIVE, PLAN 453, PART 10, PLAN 62R18870; PART OF LOT 7, BROKEN FRONT CONCESSION, BARTON, & PART OF LOTS 347 TO 354 INCLUSIVE, PLAN 453, PART 11, PLAN 62R18870; PART OF LOTS 6 & 7, BROKEN FRONT CONCESSION, BARTON & PART OF THE ROAD ALLOWANCE BETWEEN LOTS 6 & 7, BROKEN FRONT CONCESSION, KNOWN AS GAGE AVENUE, CLOSED BY BY-LAW 3237, REGISTERED AS INSTRUMENT BL826 AND PART OF THE WATER LOTS IN FRONT OF LOTS 6 & 7, BROKEN FRONT CONCESSION, BARTON & PART OF LOTS 299 TO 332, INCLUSIVE, & PART OF TROLLEY STREET, KNOWN AS GAGE AVENUE, CLOSED BY BY-LAW 4010, REGISTERED AS INSTRUMENT BL959, PLAN 453, PART 12, PLAN 62R18870; PART OF LOT 7, BROKEN FRONT CONCESSION, BARTON, PART 13, PLAN 62R18870 AS IN WE726838; SUBJECT TO AN EASEMENT FOR VARIOUS PURPOSES AS IN WE726838; SUBJECT TO AN EASEMENT OVER PARTS 2, 3 & 4, PLAN 62R18871 IN FAVOUR OF PART OF WATER LOT IN FRONT OF LOT 5, BROKEN FRONT CONCESSION, BARTON, PARTS 1, 2 & 3, PLAN 62R18870; PART OF WATER LOT IN FRONT OF LOT 5, BROKEN FRONT CONCESSION, & PART OF WATER LOT IN FRONT OF THE ROAD ALLOWANCE BETWEEN LOTS 4 & 5, BROKEN FRONT CONCESSION, BARTON, PART 4, PLAN 62R18870 & PART OF WATER LOT IN FRONT OF LOT 5, BROKEN FRONT CONCESSION, BARTON, PARTS 5 & 6, PLAN 62R18870 AS IN WE726840; SUBJECT TO AN EASEMENT OVER PART 1, PLAN 62R18874 IN FAVOUR OF PART OF WATER LOT IN FRONT OF LOT 5, BROKEN FRONT CONCESSION, BARTON, PARTS 1, 2 & 3, PLAN 62R18870; PART OF WATER LOT IN FRONT OF LOT 5, BROKEN FRONT CONCESSION, & PART OF WATER LOT IN FRONT OF THE ROAD ALLOWANCE BETWEEN LOTS 4 & 5, BROKEN FRONT CONCESSION, BARTON, PART 4, PLAN 62R18870 & PART OF WATER LOT IN FRONT OF LOT 5, BROKEN FRONT CONCESSION, BARTON, PARTS 5 & 6, PLAN 62R18870 AS IN WE726840; SUBJECT TO AN EASEMENT FOR VARIOUS PURPOSES OVER PARTS 16, 17, 18, 19 & 20, PLAN 62R18870 IN FAVOUR OF PART OF WATER LOT IN FRONT OF LOT 5, BROKEN FRONT CONCESSION, BARTON, PARTS 1, 2 & 3, PLAN 62R18870; PART OF WATER LOT IN FRONT OF LOT 5, BROKEN FRONT CONCESSION, & PART OF WATER LOT IN FRONT OF THE ROAD ALLOWANCE BETWEEN LOTS 4 & 5, BROKEN FRONT CONCESSION, BARTON, PART 4, PLAN 62R18870 & PART OF WATER LOT IN FRONT OF LOT 5, BROKEN FRONT CONCESSION, BARTON, PARTS 5 & 6, PLAN 62R18870 AS IN WE726840; SUBJECT TO AN EASEMENT FOR VARIOUS PURPOSES OVER PARTS 2, 4, 7, 8, 9, 10, 11, 12, 13 & 14, PLAN 62R18877 IN FAVOUR OF PART OF WATER LOT IN FRONT OF LOT 5, BROKEN FRONT CONCESSION, BARTON, PARTS 1, 2 & 3, PLAN

62R18870; PART OF WATER LOT IN FRONT OF LOT 5, BROKEN FRONT CONCESSION, & PART OF WATER LOT IN FRONT OF THE ROAD ALLOWANCE BETWEEN LOTS 4 & 5, BROKEN FRONT CONCESSION, BARTON, PART 4, PLAN 62R18870 & PART OF WATER LOT IN FRONT OF LOT 5, BROKEN FRONT CONCESSION, BARTON, PARTS 5 & 6, PLAN 62R18870 AS IN WE726840; SUBJECT TO AN EASEMENT OVER PARTS 7, 8, 9 & 10, PLAN 62R18872 IN FAVOUR OF PART OF WATER LOT IN FRONT OF LOT 5, BROKEN FRONT CONCESSION, BARTON, PARTS 1, 2 & 3, PLAN 62R18870; PART OF WATER LOT IN FRONT OF LOT 5, BROKEN FRONT CONCESSION, & PART OF WATER LOT IN FRONT OF THE ROAD ALLOWANCE BETWEEN LOTS 4 & 5, BROKEN FRONT CONCESSION, BARTON, PART 4, PLAN 62R18870 & PART OF WATER LOT IN FRONT OF LOT 5, BROKEN FRONT CONCESSION, BARTON, PARTS 5 & 6, PLAN 62R18870 AS IN WE726840; SUBJECT TO AN EASEMENT OVER PARTS 7 & 8, PLAN 62R18870 IN FAVOUR OF PART OF WATER LOT IN FRONT OF LOT 5, BROKEN FRONT CONCESSION, BARTON, PARTS 1, 2 & 3, PLAN 62R18870; PART OF WATER LOT IN FRONT OF LOT 5, BROKEN FRONT CONCESSION, & PART OF WATER LOT IN FRONT OF THE ROAD ALLOWANCE BETWEEN LOTS 4 & 5, BROKEN FRONT CONCESSION, BARTON, PART 4, PLAN 62R18870 & PART OF WATER LOT IN FRONT OF LOT 5, BROKEN FRONT CONCESSION, BARTON, PARTS 5 & 6, PLAN 62R18870 AS IN WE726840; SUBJECT TO AN EASEMENT FOR VARIOUS PURPOSES AS IN WE726840; TOGETHER WITH AN EASEMENT OVER PART OF WATER LOTS IN FRONT OF LOT 5, BROKEN FRONT CONCESSION BARTON, PART 1, PLAN 62R18871 AS IN WE726840; TOGETHER WITH AN EASEMENT OVER PART OF WATER LOT IN FRONT OF LOT 5, BROKEN FRONT CONCESSION, BARTON, PARTS 1, 3, 5 & 6, PLAN 62R18877 AS IN WE726840; TOGETHER TO AN EASEMENT FOR VARIOUS PURPOSES OVER PART OF WATER LOT IN FRONT OF LOT 5, BROKEN FRONT CONCESSION, BARTON, PARTS 5 & 6, PLAN 62R18870 AS IN WE726840; TOGETHER WITH AN EASEMENT FOR VARIOUS PURPOSES AS IN WE726840; S/T EASEMENT OVER PTS 1,2,3,8,9,10,11 ON 62R19266 & PTS 17,18,19,20,21,22,23 ON 62R18805 IN FAVOUR OF LTS 361 TO 368 PL 453 & PT LT 7 CON 1 BAR BEING PTS 1 TO 28 62R14181, PT RESERVE 3 SURVEY 32 & PT LT 9 CON 1 BAR & PT WATERLOT SHERMAN INLET BEING PT 1 62R2370 EXCEPT PTS 2 & 3 62R13169, PT LT 7 CON 1 BAR BEING PTS 1,2,3 62R6711 & IN AB162338 AS IN WE851698: SUBJECT TO AN EASEMENT OVER PT LT 8, PT WATER LT IN FRONT OF LTS 8 & 9, PT WATER LT IN FRONT OF RD ALLOWANCE BETWEEN LTS 8 & 9, PT ROAD ALLOWANCE BETWEEN LTS 8 & 9 (KNOWN AS SHERMAN AVE CLOSED BY BY-LAW 290, INST. BL37), BROKEN FRONT CONCESSION DESIGNATED AS PT 3 ON 62R18805 AS IN WE883559; SUBJECT TO EASEMENT OVER PT WATER LT IN FRONT OF LT 8, BROKEN FRONT CONCESSION, DESIGNATED AS PT 4 ON 62R18805 AS IN WE883559; SUBJECT TO EASEMENT OVER PT WATER LT IN FRONT OF LT 9, BROKEN FRONT CONCESSION, DESIGNATED AS PT 43 ON 62R18805 AS IN WE883559; TOGETHER WITH AN EASEMENT OVER PT LT 8 CON 1 BAR BEING PT 54 ON 62R18732 AS IN WE851700; TOGETHER WITH AN EASEMENT OVER PT LT 7 CON 1 BAR BEING PTS 45 TO 53 ON 62R18732 AS IN WE851700; TOGETHER WITH AN EASEMENT OVER PT LT 7 CON 1 BAR BEING PTS 41 & 42 ON 62R18732 AS IN WE851702; CITY OF HAMILTON

SECONDLY:

PIN 17575-0127(LT) – no municipal address assigned

PART OF LOT 7, BROKEN FRONT CONCESSION, BARTON, & PART OF LOTS 339 TO 347, ALL INCLUSIVE, PLAN 453, PARTS 1 & 2, PLAN 62R18915; TOGETHER WITH THE FOLLOWING EASEMENTS/RIGHT OF WAY OVER: PART OF THE ROAD ALLOWANCE BETWEEN LOTS 8 AND 9, BROKEN FRONT CONCESSION, BARTON KNOWN AS SHERMAN AVENUE, CLOSED BY BYLAW 290, INSTRUMENT BL37, PARTS 6, 7 AND 8, PLAN 62R18805 AS IN HA74785 AS RENEWED BY VM280962; PART OF LOT 8, BROKEN FRONT CONCESSION BARTON, PART 10, PLAN 62R18805 AS IN HA74785 AS RENEWED BY VM280962; PART OF THE ROAD ALLOWANCE BETWEEN LOTS 8 AND 9, BROKEN FRONT CONCESSION, KNOWN AS SHERMAN AVENUE, CLOSED BY BYLAW 290, INSTRUMENT BL37, PART 9, PLAN 62R18805 AS IN HA74785 AS RENEWED BY VM280962; PART OF SHEFFIELD STREET, PLAN 453, CLOSED BY BY-LAW 73-140, REGISTERED AS INSTRUMENT AB289687, KNOWN AS INDUSTRIAL DRIVE, PART 28, PLAN 62R18805 AS IN VM279348; PART OF SHEFFIELD STREET, PLAN 453, CLOSED BY BY-LAW 10686, REGISTERED AS INSTRUMENT HL308202, KNOWN AS INDUSTRIAL DRIVE, AND PART OF LOTS 238 AND 239, PLAN 453, PART 29, PLAN 62R18805 AS IN VM279345; PART OF SHEFFIELD STREET, PLAN 453, CLOSED BY BY-LAW 10686, REGISTERED AS INSTRUMENT HL308202, KNOWN AS INDUSTRIAL DRIVE, AND PART OF LOTS 238, 239, 264 AND 265, PLAN 453, PART 30, PLAN 62R18805 AS IN VM279345; PART OF SHEFFIELD STREET, PLAN 453, CLOSED BY BY-LAW 10686, REGISTERED AS INSTRUMENT HL308202 AND PART OF LOTS 297 AND 298, PLAN 453, PART 31, PLAN 62R18805 AS IN HL169844 AND RENEWED BY NOTICE OF CLAIM VM280963 AND AS IN VM279345; PART OF LOT 298, PLAN 453, PART 32, PLAN 62R18805 AS IN HL169844 AND RENEWED BY NOTICE OF CLAIM VM280963 AND AS IN VM279345; PART OF LOT 6, BROKEN FRONT CONCESSION, REFERRED TO AS PLYMOUTH STREET, WIDENED AND EXTENDED BY BYLAW 3970, REGISTERED AS INSTRUMENT BL952, AND CLOSED BY BY-LAW 9018, REGISTERED AS INSTRUMENT HL128541, AMENDED BY BY-LAW 9310 AND REGISTERED AS INSTRUMENT HL160159 AND PART OF PLYMOUTH STREET, PLAN 453, WIDENED AND EXTENDED BY BYLAW 3970, REGISTERED AS INSTRUMENT BL952, AND CLOSED BY BY-LAW 10686, REGISTERED AS INSTRUMENT HL308202 AND PART OF LOT 6, BROKEN FRONT CONCESSION, BARTON, PART 33, PLAN 62R18805 AS IN HL169844 AND RENEWED BY NOTICE OF CLAIM VM280963 AND AS IN VM279345; PART OF LOT 6, BROKEN FRONT CONCESSION, REFERRED TO AS PART OF PLYMOUTH STREET, WIDENED AND EXTENDED BY BY-LAW 3970, REGISTERED AS INSTRUMENT BL952 AND CLOSED BY BY-LAW 9018, REGISTERED AS INSTRUMENT HL128541, AMENDED BY BY-LAW 9310 AND REGISTERED AS INSTRUMENT HL160159, BARTON, PART 34, PLAN 62R18805 AS IN HL169844 AND RENEWED BY NOTICE OF CLAIM VM280963 AND AS IN VM279345; PART OF SHEFFIELD STREET, PLAN 453, CLOSED BY BY-

LAW 10686, REGISTERED AS INSTRUMENT HL308202 AND PART OF LOT 298, PLAN 453, PART 35, PLAN 62R18805 AS IN HL169844 AND RENEWED BY NOTICE OF CLAIM VM280963 AND AS IN VM279345; PART OF LOT 6, BROKEN FRONT CONCESSION, REFERRED TO AS PLYMOUTH STREET, WIDENED AND EXTENDED BY BYLAW 3970, REGISTERED AS INSTRUMENT BL952, AND CLOSED BY BY-LAW 9018, REGISTERED AS INSTRUMENT HL128541, AMENDED BY BY-LAW 9310 AND REGISTERED AS INSTRUMENT HL160159 AND PART OF PLYMOUTH STREET, PLAN 453, WIDENED AND EXTENDED BY BYLAW 3970, REGISTERED AS INSTRUMENT BL952, AND CLOSED BY BY-LAW 10686, REGISTERED AS INSTRUMENT HL308202, PART 36, PLAN 62R18805 AS IN HL169844 AND RENEWED BY NOTICE OF CLAIM VM280963 AND AS IN VM279345; PART OF LOT 6, BROKEN FRONT CONCESSION, KNOWN AS INDUSTRIAL DRIVE, BARTON, PARTS 37 AND 38, PLAN 62R18805 AS IN VM279345; PART OF LOT 7, BROKEN FRONT CONCESSION, PART 39, PLAN 62R18805 AS IN VM280964; PART OF LOT 7, BROKEN FRONT CONCESSION AND PART OF THE ROAD ALLOWANCE BETWEEN CONCESSION 1 AND BROKEN FRONT CONCESSION, KNOWN AS BURLINGTON STREET, BARTON, PART 40 ON 62R18805 AS IN VM280964; PART OF LOT 7, BROKEN FRONT CONCESSION AND PART OF THE ROAD ALLOWANCE BETWEEN CONCESSION 1 AND BROKEN FRONT CONCESSION, KNOWN AS BURLINGTON STREET, BARTON, PART 41, PLAN 62R18805 AS VM280965; PART OF LOT 7, BROKEN FRONT CONCESSION, BARTON, PART 42, PLAN 62R18805 AS IN VM280965; TOGETHER WITH AN EASEMENT FOR VARIOUS PURPOSES OVER PART OF LOT 7, BROKEN FRONT CONCESSION, BARTON, PARTS 7, 8, 9 & 10, PLAN 62R18871; PART OF LOT 7, BROKEN FRONT CONCESSION, PART OF THE ROAD ALLOWANCE BETWEEN LOTS 6 & 7, BROKEN FRONT CONCESSION, KNOWN AS GAGE AVE., (CLOSED BY BY-LAW 3237, INST. BL826), PART OF WATER LOT IN FRONT OF LOT 7, BROKEN FRONT CONCESSION, BARTON, PART 12, PLAN 62R18871 & PART OF LOTS 6 & 7, PART OF THE ROAD ALLOWANCE BETWEEN LOTS 6 & 7, KNOWN AS GAGE AVE., (CLOSED BY BY-LAW 3237, INST. BL826), PART OF WATER LOT IN FRONT OF LOT 6, BROKEN FRONT CONCESSION, BARTON, PART 13, PLAN 62R18871 AS IN WE726838; TOGETHER WITH AN EASEMENT OVER PART OF LOTS 6 & 7, PART OF THE ROAD ALLOWANCE BETWEEN LOTS 6 & 7, KNOWN AS GAGE AVE., (CLOSED BY BY-LAW 3237, INST. BL826), PART OF WATER LOT IN FRONT OF LOT 6, BROKEN FRONT CONCESSION, BARTON, PART 1, PLAN 62R18875 AS IN WE726838; TOGETHER WITH AN EASEMENT OVER PART OF LOT 7, PART OF WATER LOT IN FRONT OF LOT 7, BROKEN FRONT CONCESSION, BARTON, PARTS 7, 8 & 9, PLAN 62R18874; PART OF LOT 7, PART OF WATER LOT IN FRONT OF LOT 7, PART OF THE ROAD ALLOWANCE BETWEEN LOTS 6 & 7, KNOWN AS GAGE AVENUE (CLOSED BY BY-LAW 3237, INST. BL826), BROKEN FRONT CONCESSION, BARTON, PART 10, PLAN 62R18874; PART OF LOT 7, BROKEN FRONT CONCESSION, BARTON, PARTS 11, 12 & 13, PLAN 62R18874; PART OF LOT 6, PART OF THE ROAD ALLOWANCE BETWEEN LOTS 6 & 7, KNOWN AS GAGE AVENUE (CLOSED BY BY-LAW 3237, INST. BL826), BROKEN FRONT CONCESSION, BARTON, PART 14, PLAN 62R18874; PART OF LOT 6, BROKEN FRONT CONCESSION, BARTON, PART 15, PLAN 62R18874; PART OF LOT 7, BROKEN FRONT CONCESSION, BARTON, PARTS 16 & 17, PLAN 62R18874 AS IN WE726838; TOGETHER WITH AN EASEMENT FOR

VARIOUS PURPOSES OVER PART OF LOT 7, BROKEN FRONT CONCESSION, BARTON, PART OF LOTS 347 TO 354, PLAN 453, PART 2, PLAN 62R18872; PART OF LOTS 349, 350 & 351, PLAN 453, PART OF LOT 7, BROKEN FRONT CONCESSION, BARTON, PART 3, PLAN 62R18872; PART OF LOT 7, BROKEN FRONT CONCESSION, BARTON, PART OF LOTS 347, 348, 349 & 350, PLAN 453, PART 4, PLAN 62R18872; PART OF LOT 7, BROKEN FRONT CONCESSION, BARTON, PARTS 5 & 6, PLAN 62R18872 AS IN WE726838; TOGETHER WITH AN EASEMENT FOR VARIOUS PURPOSES OVER PART OF LOT 7, BROKEN FRONT CONCESSION, BARTON, PARTS 15 & 16, PLAN 62R18877; PART OF LOTS 6 & 7, BROKEN FRONT CONCESSION, PART OF WATER LOT IN FRONT OF LOTS 6 & 7, PART OF THE ROAD ALLOWANCE BETWEEN LOTS 6 & 7, KNOWN AS GAGE AVENUE (CLOSED BY BY-LAW 3237, INST. BL826), BROKEN FRONT CONCESSION, BARTON, PART OF LOT 299, PART OF TROLLEY STREET (KNOWN AS GAGE AVE.) (CLOSED BY BY-LAW 4010 INST. BL959), PLAN 453, PART 17, PLAN 62R18877; & PART OF LOTS 6 & 7, PART OF WATER LOT IN FRONT OF LOT 7, PART OF THE ROAD ALLOWANCE BETWEEN LOTS 6 & 7, KNOWN AS GAGE AVENUE (CLOSED BY BY-LAW 3237, INST. BL826), BROKEN FRONT CONCESSION, BARTON, PART 18, PLAN 62R18877 AS IN WE726838; TOGETHER WITH AN EASEMENT OVER PART OF LOT 7, BROKEN FRONT CONCESSION, BARTON, PART OF LOTS 322 TO 339 INCLUSIVE, PLAN 453, PART 9, 62R18870 AS IN WE726838; TOGETHER WITH AN EASEMENT OVER PART OF LOTS 6 & 7, BROKEN FRONT CONCESSION, PART OF THE ROAD ALLOWANCE BETWEEN LOTS 6 & 7, KNOWN AS GAGE AVENUE (CLOSED BY BY-LAW 3237, INST. BL826), PART OF WATER LOT IN FRONT OF LOT 7, BROKEN FRONT CONCESSION, BARTON, PART 1, PLAN 62R18876; & PART OF LOT 7, BROKEN FRONT CONCESSION, BARTON, PARTS 2, 3, & 4 PLAN 62R18876 AS IN WE726838; TOGETHER WITH AN EASEMENT FOR VARIOUS PURPOSES AS IN WE726838; SUBJECT TO OVER PART 1, PLAN 62R18872 IN FAVOUR OF PART OF LOT 7, BROKEN FRONT CONCESSION, BARTON, & PART OF LOTS 322 TO 339, ALL INCLUSIVE, PLAN 453, PART 9, PLAN 62R18870; PART OF LOT 7, BROKEN FRONT CONCESSION, BARTON, & PART OF LOTS 327 TO 341, ALL INCLUSIVE, PLAN 453, PART 10, PLAN 62R18870; PART OF LOT 7, BROKEN FRONT CONCESSION, BARTON, PART OF LOTS 347 TO 354, ALL INCLUSIVE, PLAN 453, PART 11 PLAN 62R-18870; PART OF LOTS 6 AND 7, BROKEN FRONT CONCESSION, AND PART OF THE ROAD ALLOWANCE BETWEEN LOTS 6 AND 7, BROKEN FRONT CONCESSION, KNOWN AS GAGE AVENUE, CLOSED BY BY-LAW 3237, REGISTERED AS INSTRUMENT BL826, AND PART OF WATER LOTS IN FRONT OF LOTS 6 AND 7, BROKEN FRONT CONCESSION, BARTON, & PART OF LOTS 299 TO 332, ALL INCLUSIVE PART OF TROLLEY STREET, KNOWN AS GAGE AVENUE, CLOSED BY BY-LAW 4010, REGISTERED AS INSTRUMENT BL959, PLAN 453, PART 12, PLAN 62R18870; PART OF LOT 7, BROKEN FRONT CONCESSION, BARTON, PART 13, PLAN 62R18870 AS IN WE726838; SUBJECT TO EASEMENT FOR VARIOUS PURPOSES AS IN WE726838; SUBJECT TO AN EASEMENT FOR VARIOUS PURPOSES AS IN WE726840; TOGETHER WITH AN EASEMENT OVER PART OF WATER LOTS IN FRONT OF LOT 5, BROKEN FRONT CONCESSION, BARTON, PART 1, 62R18871 AS IN WE726840; TOGETHER WITH AN EASEMENT FOR VARIOUS PURPOSES OVER PART OF WATER LOT IN FRONT OF LOT 5, BROKEN FRONT CONCESSION, BARTON, PARTS 1, 3, 5 & 6, PLAN 62R18877 AS IN

WE726840; TOGETHER WITH AN EASEMENT FOR VARIOUS PURPOSES OVER PART OF WATER LOT IN FRONT OF LOT 5, BROKEN FRONT CONCESSION, BARTON, PARTS 5 & 6, PLAN 62R18870 AS IN WE726840; TOGETHER WITH AN EASEMENT FOR VARIOUS PURPOSES AS IN WE726840; TOGETHER WITH AN EASEMENT OVER PT LT 8 CON 1 BAR BEING PT 54 ON 62R18732 AS IN WE851700; TOGETHER WITH AN EASEMENT OVER PT LT 7 CON 1 BAR BEING PTS 45 TO 53 ON 62R18732 AS IN WE851700; TOGETHER WITH AN EASEMENT OVER PT LT 7 CON 1 BAR BEING PTS 41 & 42 ON 62R18732 AS IN WE851702; CITY OF HAMILTON

MANA LANDS

FIRSTLY:

PIN 17575-0124(LT) - 855 Industrial Drive, Hamilton, Ontario

FIRSTLY: PART OF LOT 7, BROKEN FRONT CONCESSION, BARTON, & PART OF LOTS 322 TO 339, ALL INCLUSIVE, PLAN 453, PART 9, PLAN 62R18870; SECONDLY: PART OF LOT 7, BROKEN FRONT CONCESSION, BARTON, & PART OF LOTS 327 TO 341, ALL INCLUSIVE, PLAN 453, PART 10, PLAN 62R18870; THIRDLY: PART OF LOT 7, BROKEN FRONT CONCESSION, BARTON, PART OF LOTS 347 TO 354, ALL INCLUSIVE, PLAN 453, PART 11 PLAN 62R-18870; FOURTHLY: PART OF LOTS 6 AND 7, BROKEN FRONT CONCESSION, AND PART OF THE ROAD ALLOWANCE BETWEEN LOTS 6 AND 7, BROKEN FRONT CONCESSION, KNOWN AS GAGE AVENUE, CLOSED BY BY-LAW 3237, REGISTERED AS INSTRUMENT BL826, AND PART OF WATER LOTS IN FRONT OF LOTS 6 AND 7, BROKEN FRONT CONCESSION, BARTON, & PART OF LOTS 299 TO 332, ALL INCLUSIVE PART OF TROLLEY STREET, KNOWN AS GAGE AVENUE, CLOSED BY BY-LAW 4010, REGISTERED AS INSTRUMENT BL959, PLAN 453, PART 12, PLAN 62R18870; FIFTHLY: PART OF LOT 7, BROKEN FRONT CONCESSION, BARTON, PART 13, PLAN 62R18870; SUBJECT TO EASEMENT OVER PART 13, PLAN 62R18870 IN FAVOUR OF PART OF SHERMAN INLET, WATER LOT IN FRONT OF LOT 9, PART OF LOTS 7, 8, AND 9, BROKEN FRONT CONCESSION AND PART OF SHERMAN AVENUE, AS CLOSED BY BYLAW 290 AND REGISTERED AS INSTRUMENT NO. BL37, BROKEN FRONT CONCESSION, BARTON, PARTS 4, 5, 6, 7, 8, 9, 10, 11, 13, 15, 16, 17 AND 20, PLAN 62R13125; PART OF LOTS 7 AND 8, BROKEN FRONT CONCESSION, BARTON, PARTS 1 TO 5, INCLUSIVE, PLAN 62R14737, AS IN NS234352 AS RENEWED BY NOTICE OF CLAIM VM171299; TOGETHER WITH THE FOLLOWING EASEMENTS/RIGHT OF WAY OVER: PART OF SHEFFIELD STREET, PLAN 453, CLOSED BY BY-LAW 10686, REGISTERED AS INSTRUMENT HL308202, KNOWN AS INDUSTRIAL DRIVE, AND PART OF LOTS 238 AND 239, PLAN 453, PART 29, PLAN 62R18805 AS IN VM279345 PARTIALLY RELEASED BY WE732551; PART OF SHEFFIELD STREET, PLAN 453, CLOSED BY BY-LAW 10686, REGISTERED AS INSTRUMENT HL308202 AND PART OF LOTS 297 AND 298, PLAN 453, PART 31, PLAN 62R18805 AS IN VM279345 PARTIALLY RELEASED BY WE732551; PART OF LOT 298, PLAN 453, PART 32, PLAN 62R18805 AS IN VM279345 PARTIALLY RELEASED BY WE732551; PART OF LOT 6, BROKEN FRONT CONCESSION, REFERRED TO AS PLYMOUTH STREET, WIDENED AND EXTENDED BY BYLAW

3970, REGISTERED AS INSTRUMENT BL952, AND CLOSED BY BY-LAW 9018, REGISTERED AS INSTRUMENT HL128541, AMENDED BY BY-LAW 9310 AND REGISTERED AS INSTRUMENT HL160159 AND PART OF PLYMOUTH STREET, PLAN 453, WIDENED AND EXTENDED BY BYLAW 3970, REGISTERED AS INSTRUMENT BL952, AND CLOSED BY BY-LAW 10686, REGISTERED AS INSTRUMENT HL308202 AND PART OF LOT 6, BROKEN FRONT CONCESSION, BARTON, PART 33, PLAN 62R18805 AS IN VM279345 PARTIALLY RELEASED BY WE732551; PART OF LOT 6, BROKEN FRONT CONCESSION, REFERRED TO AS PART OF PLYMOUTH STREET, WIDENED AND EXTENDED BY BY-LAW 3970, REGISTERED AS INSTRUMENT BL952 AND CLOSED BY BY-LAW 9018, REGISTERED AS INSTRUMENT HL128541, AMENDED BY BY-LAW 9310 AND REGISTERED AS INSTRUMENT HL160159, BARTON, PART 34, PLAN 62R18805 AS IN VM279345 PARTIALLY RELEASED BY WE732551; PART OF SHEFFIELD STREET, PLAN 453, CLOSED BY BY-LAW 10686, REGISTERED AS INSTRUMENT HL308202 AND PART OF LOT 298, PLAN 453, PART 35, PLAN 62R18805 AS IN VM279345 PARTIALLY RELEASED BY WE732551; PART OF LOT 6, BROKEN FRONT CONCESSION, REFERRED TO AS PLYMOUTH STREET, WIDENED AND EXTENDED BY BYLAW 3970, REGISTERED AS INSTRUMENT BL952, AND CLOSED BY BY-LAW 9018, REGISTERED AS INSTRUMENT HL128541, AMENDED BY BY-LAW 9310 AND REGISTERED AS INSTRUMENT HL160159 AND PART OF PLYMOUTH STREET, PLAN 453, WIDENED AND EXTENDED BY BYLAW 3970, REGISTERED AS INSTRUMENT BL952, AND CLOSED BY BY-LAW 10686, REGISTERED AS INSTRUMENT HL308202, PART 36, PLAN 62R18805 AS IN VM279345 PARTIALLY RELEASED BY WE732551; PART OF LOT 6, BROKEN FRONT CONCESSION, KNOWN AS INDUSTRIAL DRIVE, BARTON, PART 38, PLAN 62R18805 AS IN VM279345 PARTIALLY RELEASED BY WE732551; PART OF LOT 7, BROKEN FRONT CONCESSION AND PART OF THE ROAD ALLOWANCE BETWEEN CONCESSION 1 AND BROKEN FRONT CONCESSION, KNOWN AS BURLINGTON STREET, BARTON, PART 41, PLAN 62R18805 AS VM280965; PART OF LOT 7, BROKEN FRONT CONCESSION, BARTON, PART 42, PLAN 62R18805 AS IN VM280965; SUBJECT TO EASEMENT FOR VARIOUS PURPOSES OVER PARTS 7, 8, 9, 10, 12 & 13, PLAN 62R18871 IN FAVOUR OF PART OF LOTS 5, 6, 7 AND 8, BROKEN FRONT CONCESSION; PART OF THE ROAD ALLOWANCE BETWEEN LOTS 6 AND 7, BROKEN FRONT CONCESSION, KNOWN AS GAGE AVENUE, CLOSED BY BY-LAW 3237, REGISTERED AS INSTRUMENT BL826; PART OF LOT 7, BROKEN FRONT CONCESSION, KNOWN AS WILCOX STREET, CLOSED BY BY-LAW 7245 AND REGISTERED AS INSTRUMENT BL1569; PART OF THE ROAD ALLOWANCE BETWEEN LOTS 8 AND 9, BROKEN FRONT CONCESSION, KNOWN AS SHERMAN AVENUE, CLOSED BY BY-LAW 290, AND REGISTERED AS INSTRUMENT BL37; PART OF THE WATER LOTS LYING IN FRONT OF LOTS 5, 6, 7, 8 AND 9, BROKEN FRONT CONCESSION; PART OF THE WATER LOTS LYING IN FRONT OF THE ROAD ALLOWANCES BETWEEN 4 AND 5, 6 AND 7, 8 AND 9, BROKEN FRONT CONCESSION; PART OF THE LANDS LYING UNDER THE WATERS OF HAMILTON HARBOUR; PART OF LOTS 5 AND 6, BROKEN FRONT CONCESSION, REFERRED TO AS PLYMOUTH STREET, WIDENED AND EXTENDED BY BY-LAW 3970, REGISTERED AS INSTRUMENT BL952 AND CLOSED BY BY-LAW 9018, REGISTERED AS INSTRUMENT HL128541, AMENDED BY BY-LAW 9310 AND

REGISTERED AS INSTRUMENT HL160159; PART OF LOTS 5 AND 6, BROKEN FRONT CONCESSION, KNOWN AS DEPEW STREET, CLOSED BY BY-LAW 9018, REGISTERED AS INSTRUMENT HL128541, AMENDED BY BY-LAW 9310 AND REGISTERED AS INSTRUMENT HL160159; PART OF TROLLEY STREET, PLAN 453 KNOWN AS GAGE AVENUE, CLOSED BY BY-LAW 7821, REGISTERED AS INSTRUMENT BL1778, BY-LAW 7775, REGISTERED AS INSTRUMENT BL1758, AND BY-LAW 4010, REGISTERED AS INSTRUMENT BL959, BARTON & ALL OF LOTS 72 TO 74, 121, TO 147, 199 TO 235, 270 TO 280, 299 TO 331 ALL INCLUSIVE AND PART OF LOTS 196 TO 198, 236, 268, 269, 281 TO 283 AND 332 TO 354, ALL INCLUSIVE, PLAN 453; PART OF MANCHESTER STREET AND BRADFORD STREET, PLAN 453, CLOSED BY BY-LAW 7775, REGISTERED AS INSTRUMENT BL1758; PART OF BIRMINGHAM STREET, PLAN 453, CLOSED BY BY-LAW 7821, REGISTERED AS INSTRUMENT BL1778 AND BY BY-LAW 7775, REGISTERED AS INSTRUMENT BL1758, PART 1, PLAN 62R18805; PART OF LOT 9, BROKEN FRONT CONCESSION, PART OF THE WATER LOT IN FRONT OF LOTS 8 AND 9, BROKEN FRONT CONCESSION, PART OF THE WATER LOT IN FRONT OF THE ROAD ALLOWANCE BETWEEN LOTS 8 AND 9 AND PART OF THE ROAD ALLOWANCE BETWEEN LOTS 8 AND 9, BROKEN FRONT CONCESSION, KNOWN AS SHERMAN AVENUE, CLOSED BY BY-LAW 290, AND REGISTERED AS INSTRUMENT BL37, BARTON, PART 2, PLAN 62R18805; PART OF LOT 8, BROKEN FRONT CONCESSION, PART OF THE WATER LOT IN FRONT OF LOTS 8 AND 9, BROKEN FRONT CONCESSION, PART OF THE WATER LOT IN FRONT OF THE ROAD ALLOWANCE BETWEEN LOTS 8 AND 9 AND PART OF THE ROAD ALLOWANCE BETWEEN LOTS 8 AND 9, BROKEN FRONT CONCESSION, KNOWN AS SHERMAN AVENUE, CLOSED BY BY-LAW 290, AND REGISTERED AS INSTRUMENT BL37, BARTON, PART 3, PLAN 62R18805; PART OF THE WATER LOT IN FRONT OF LOT 8, BROKEN FRONT CONCESSION, BARTON, PARTS 4 AND 5, PLAN 62R18805; PART OF LOTS 7 AND 8 BROKEN FRONT CONCESSION, AND PART OF LOT 7, BROKEN FRONT CONCESSION, KNOWN AS WILCOX STREET, CLOSED BY BY-LAW 7245 AND REGISTERED AS INSTRUMENT BL1569, BARTON, PART 11, PLAN 62R18805; PART OF LOT 7, BROKEN FRONT CONCESSION, BARTON, PARTS 12 AND 14, PLAN 62R18805; PART OF LOT 7, BROKEN FRONT CONCESSION, AND PART OF LOT 7, BROKEN FRONT CONCESSION, KNOWN AS WILCOX STREET, CLOSED BY BY-LAW 7245 AND REGISTERED AS INSTRUMENT BL1569, BARTON, PART 13, PLAN 62R18805; PART OF LOT 6, BROKEN FRONT CONCESSION AND THAT PART OF LOT 6, BROKEN FRONT CONCESSION, REFERRED TO AS PART OF PLYMOUTH STREET, WIDENED AND EXTENDED BY BY-LAW 3970, REGISTERED AS INSTRUMENT BL952 AND CLOSED BY BY-LAW 9018, REGISTERED AS INSTRUMENT HL128541, AMENDED BY BY-LAW 9310 AND REGISTERED AS INSTRUMENT HL160159, BARTON, PART 15, PLAN 62R18805; PART OF LOT 6, BROKEN FRONT CONCESSION AND THAT PART OF LOT 6, BROKEN FRONT CONCESSION, REFERRED TO AS PART OF PLYMOUTH STREET, WIDENED AND EXTENDED BY BY-LAW 3970, REGISTERED AS INSTRUMENT BL952 AND CLOSED BY BY-LAW 9018, REGISTERED AS INSTRUMENT HL128541, AMENDED BY BY-LAW 9310 AND REGISTERED AS INSTRUMENT HL160159, BARTON, AND ALL OF LOTS 286, 287 AND PART OF LOTS 196, 197, 237, 238, 265, 266, 267, 283, 284, 285, 288, 295 TO 298, ALL INCLUSIVE, PART OF MANCHESTER STREET AND BRADFORD STREET,

CLOSED BY BYLAW 7775, REGISTERED AS INSTRUMENT BL1758, PLAN 453, PART 16, PLAN 62R18805; PART OF LOT 6, BROKEN FRONT CONCESSION, BARTON, AND PART OF LOTS 196, 197, 198, 236, 237, 266 TO 269, 281 TO 285 AND 295, ALL INCLUSIVE, PART OF MANCHESTER STREET AND BRADFORD STREET, CLOSED BY BYLAW 7775, REGISTERED AS INSTRUMENT BL1758, PLAN 453, PART 17, PLAN 62R18805; PART OF LOTS 5 AND 6, BROKEN FRONT CONCESSION, BARTON, PART 18, PLAN 62R18805; PART OF LOT 6, BROKEN FRONT CONCESSION, BARTON, PART 19, PLAN 62R18805; PART OF LOT 6, BROKEN FRONT CONCESSION, BARTON, PART 20, PLAN 62R18805; PART OF LOT 6, BROKEN FRONT CONCESSION AND THAT PART OF LOT 6, BROKEN FRONT CONCESSION, REFERRED TO AS PART OF PLYMOUTH STREET, WIDENED AND EXTENDED BY BY-LAW 3970, REGISTERED AS INSTRUMENT BL952 AND CLOSED BY BY-LAW 9018, REGISTERED AS INSTRUMENT HL128541, AMENDED BY BY-LAW 9310 AND REGISTERED AS INSTRUMENT HL160159, BARTON, PARTS 21 AND 22, PLAN 62R18805; PART OF LOT 6, BROKEN FRONT CONCESSION, REFERRED TO AS PART OF PLYMOUTH STREET, WIDENED AND EXTENDED BY BY-LAW 3970, REGISTERED AS INSTRUMENT BL952 AND CLOSED BY BY-LAW 9018, REGISTERED AS INSTRUMENT HL128541, AMENDED BY BY-LAW 9310 AND REGISTERED AS INSTRUMENT HL160159, BARTON, PARTS 23 AND 24, PLAN 62R18805; PART OF LOT 5, BROKEN FRONT CONCESSION, AND PART OF LOTS 5 AND 6, BROKEN FRONT CONCESSION, REFERRED TO AS PART OF PLYMOUTH STREET, WIDENED AND EXTENDED BY BY-LAW 3970, REGISTERED AS INSTRUMENT BL952 AND CLOSED BY BY-LAW 9018, REGISTERED AS INSTRUMENT HL128541, AMENDED BY BY-LAW 9310 AND REGISTERED AS INSTRUMENT HL160159, BARTON, PART 25, PLAN 62R18805; PART OF THE WATER LOT IN FRONT OF LOT 5, BROKEN FRONT CONCESSION, BARTON, PART 26, PLAN 62R18805; PART OF LOT 5, BROKEN FRONT CONCESSION, AND PART OF THE WATER LOT IN FRONT OF LOT 5, BROKEN FRONT CONCESSION AND PART OF WATER LOT LYING IN FRONT OF THE ROAD ALLOWANCE BETWEEN LOTS 4 AND 5, BROKEN FRONT CONCESSION, BARTON, PART 27, PLAN 62R18805; PART OF WATER LOT IN FRONT OF LOT 9, BROKEN FRONT CONCESSION, BARTON, PARTS 43 AND 44, PLAN 62R18805 SAVE & EXCEPT PARTS 1 TO 6 INCLUSIVE, PLAN 62R18870, PARTS 9 TO 13 INCLUSIVE, PLAN 62R18870 AS IN WE726838; SUBJECT TO AN EASEMENT OVER PART 1, PLAN 62R18875 IN FAVOUR OF PART OF LOTS 5, 6, 7 AND 8, BROKEN FRONT CONCESSION; PART OF THE ROAD ALLOWANCE BETWEEN LOTS 6 AND 7, BROKEN FRONT CONCESSION, KNOWN AS GAGE AVENUE, CLOSED BY BY-LAW 3237, REGISTERED AS INSTRUMENT BL826; PART OF LOT 7, BROKEN FRONT CONCESSION, KNOWN AS WILCOX STREET, CLOSED BY BY-LAW 7245 AND REGISTERED AS INSTRUMENT BL1569; PART OF THE ROAD ALLOWANCE BETWEEN LOTS 8 AND 9, BROKEN FRONT CONCESSION, KNOWN AS SHERMAN AVENUE, CLOSED BY BY-LAW 290, AND REGISTERED AS INSTRUMENT BL37; PART OF THE WATER LOTS LYING IN FRONT OF LOTS 5, 6, 7, 8 AND 9, BROKEN FRONT CONCESSION; PART OF THE WATER LOTS LYING IN FRONT OF THE ROAD ALLOWANCES BETWEEN 4 AND 5, 6 AND 7, 8 AND 9, BROKEN FRONT CONCESSION; PART OF THE LANDS LYING UNDER THE WATERS OF HAMILTON HARBOUR; PART OF LOTS 5 AND 6, BROKEN FRONT CONCESSION, REFERRED

TO AS PLYMOUTH STREET, WIDENED AND EXTENDED BY BY-LAW 3970, REGISTERED AS INSTRUMENT BL952 AND CLOSED BY BY-LAW 9018, REGISTERED AS INSTRUMENT HL128541, AMENDED BY BY-LAW 9310 AND REGISTERED AS INSTRUMENT HL160159; PART OF LOTS 5 AND 6, BROKEN FRONT CONCESSION, KNOWN AS DEPEW STREET, CLOSED BY BY-LAW 9018, REGISTERED AS INSTRUMENT HL128541, AMENDED BY BY-LAW 9310 AND REGISTERED AS INSTRUMENT HL160159; PART OF TROLLEY STREET, PLAN 453 KNOWN AS GAGE AVENUE, CLOSED BY BY-LAW 7821, REGISTERED AS INSTRUMENT BL1778, BY-LAW 7775, REGISTERED AS INSTRUMENT BL1758, AND BY-LAW 4010, REGISTERED AS INSTRUMENT BL959, BARTON & ALL OF LOTS 72 TO 74, 121, TO 147, 199 TO 235, 270 TO 280, 299 TO 331 ALL INCLUSIVE AND PART OF LOTS 196 TO 198, 236, 268, 269, 281 TO 283 AND 332 TO 354, ALL INCLUSIVE, PLAN 453; PART OF MANCHESTER STREET AND BRADFORD STREET, PLAN 453, CLOSED BY BY-LAW 7775, REGISTERED AS INSTRUMENT BL1758; PART OF BIRMINGHAM STREET, PLAN 453, CLOSED BY BY-LAW 7821, REGISTERED AS INSTRUMENT BL1778 AND BY BY-LAW 7775, REGISTERED AS INSTRUMENT BL1758, PART 1, PLAN 62R18805; PART OF LOT 9, BROKEN FRONT CONCESSION, PART OF THE WATER LOT IN FRONT OF LOTS 8 AND 9, BROKEN FRONT CONCESSION, PART OF THE WATER LOT IN FRONT OF THE ROAD ALLOWANCE BETWEEN LOTS 8 AND 9 AND PART OF THE ROAD ALLOWANCE BETWEEN LOTS 8 AND 9, BROKEN FRONT CONCESSION, KNOWN AS SHERMAN AVENUE, CLOSED BY BY-LAW 290, AND REGISTERED AS INSTRUMENT BL37, BARTON, PART 2, PLAN 62R18805; PART OF LOT 8, BROKEN FRONT CONCESSION, PART OF THE WATER LOT IN FRONT OF LOTS 8 AND 9, BROKEN FRONT CONCESSION, PART OF THE WATER LOT IN FRONT OF THE ROAD ALLOWANCE BETWEEN LOTS 8 AND 9 AND PART OF THE ROAD ALLOWANCE BETWEEN LOTS 8 AND 9, BROKEN FRONT CONCESSION, KNOWN AS SHERMAN AVENUE, CLOSED BY BY-LAW 290, AND REGISTERED AS INSTRUMENT BL37, BARTON, PART 3, PLAN 62R18805; PART OF THE WATER LOT IN FRONT OF LOT 8, BROKEN FRONT CONCESSION, BARTON, PARTS 4 AND 5, PLAN 62R18805; PART OF LOTS 7 AND 8 BROKEN FRONT CONCESSION, AND PART OF LOT 7, BROKEN FRONT CONCESSION, KNOWN AS WILCOX STREET, CLOSED BY BY-LAW 7245 AND REGISTERED AS INSTRUMENT BL1569, BARTON, PART 11, PLAN 62R18805; PART OF LOT 7, BROKEN FRONT CONCESSION, BARTON, PARTS 12 AND 14, PLAN 62R18805; PART OF LOT 7, BROKEN FRONT CONCESSION, AND PART OF LOT 7, BROKEN FRONT CONCESSION, KNOWN AS WILCOX STREET, CLOSED BY BY-LAW 7245 AND REGISTERED AS INSTRUMENT BL1569, BARTON, PART 13, PLAN 62R18805; PART OF LOT 6, BROKEN FRONT CONCESSION AND THAT PART OF LOT 6, BROKEN FRONT CONCESSION, REFERRED TO AS PART OF PLYMOUTH STREET, WIDENED AND EXTENDED BY BY-LAW 3970, REGISTERED AS INSTRUMENT BL952 AND CLOSED BY BY-LAW 9018, REGISTERED AS INSTRUMENT HL128541, AMENDED BY BY-LAW 9310 AND REGISTERED AS INSTRUMENT HL160159, BARTON, PART 15, PLAN 62R18805; PART OF LOT 6, BROKEN FRONT CONCESSION AND THAT PART OF LOT 6, BROKEN FRONT CONCESSION, REFERRED TO AS PART OF PLYMOUTH STREET, WIDENED AND EXTENDED BY BY-LAW 3970, REGISTERED AS INSTRUMENT BL952 AND CLOSED BY BY-LAW 9018, REGISTERED AS INSTRUMENT HL128541, AMENDED BY BY-LAW 9310 AND

REGISTERED AS INSTRUMENT HL160159, BARTON, AND ALL OF LOTS 286, 287 AND PART OF LOTS 196, 197, 237, 238, 265, 266, 267, 283, 284, 285, 288, 295 TO 298, ALL INCLUSIVE, PART OF MANCHESTER STREET AND BRADFORD STREET, CLOSED BY BYLAW 7775, REGISTERED AS INSTRUMENT BL1758, PLAN 453, PART 16, PLAN 62R18805; PART OF LOT 6, BROKEN FRONT CONCESSION, BARTON, AND PART OF LOTS 196, 197, 198, 236, 237, 266 TO 269, 281 TO 285 AND 295, ALL INCLUSIVE, PART OF MANCHESTER STREET AND BRADFORD STREET, CLOSED BY BYLAW 7775, REGISTERED AS INSTRUMENT BL1758, PLAN 453, PART 17, PLAN 62R18805; PART OF LOTS 5 AND 6, BROKEN FRONT CONCESSION, BARTON, PART 18, PLAN 62R18805; PART OF LOT 6, BROKEN FRONT CONCESSION, BARTON, PART 19, PLAN 62R18805; PART OF LOT 6, BROKEN FRONT CONCESSION, BARTON, PART 20, PLAN 62R18805; PART OF LOT 6, BROKEN FRONT CONCESSION AND THAT PART OF LOT 6, BROKEN FRONT CONCESSION, REFERRED TO AS PART OF PLYMOUTH STREET, WIDENED AND EXTENDED BY BY-LAW 3970, REGISTERED AS INSTRUMENT BL952 AND CLOSED BY BY-LAW 9018, REGISTERED AS INSTRUMENT HL128541, AMENDED BY BY-LAW 9310 AND REGISTERED AS INSTRUMENT HL160159, BARTON, PARTS 21 AND 22, PLAN 62R18805; PART OF LOT 6, BROKEN FRONT CONCESSION, REFERRED TO AS PART OF PLYMOUTH STREET, WIDENED AND EXTENDED BY BY-LAW 3970, REGISTERED AS INSTRUMENT BL952 AND CLOSED BY BY-LAW 9018, REGISTERED AS INSTRUMENT HL128541, AMENDED BY BY-LAW 9310 AND REGISTERED AS INSTRUMENT HL160159, BARTON, PARTS 23 AND 24, PLAN 62R18805; PART OF LOT 5, BROKEN FRONT CONCESSION, AND PART OF LOTS 5 AND 6, BROKEN FRONT CONCESSION, REFERRED TO AS PART OF PLYMOUTH STREET, WIDENED AND EXTENDED BY BY-LAW 3970, REGISTERED AS INSTRUMENT BL952 AND CLOSED BY BY-LAW 9018, REGISTERED AS INSTRUMENT HL128541, AMENDED BY BY-LAW 9310 AND REGISTERED AS INSTRUMENT HL160159, BARTON, PART 25, PLAN 62R18805; PART OF THE WATER LOT IN FRONT OF LOT 5, BROKEN FRONT CONCESSION, BARTON, PART 26, PLAN 62R18805; PART OF LOT 5, BROKEN FRONT CONCESSION, AND PART OF THE WATER LOT IN FRONT OF LOT 5, BROKEN FRONT CONCESSION AND PART OF WATER LOT LYING IN FRONT OF THE ROAD ALLOWANCE BETWEEN LOTS 4 AND 5, BROKEN FRONT CONCESSION, BARTON, PART 27, PLAN 62R18805; PART OF WATER LOT IN FRONT OF LOT 9, BROKEN FRONT CONCESSION, BARTON, PARTS 43 AND 44, PLAN 62R18805 SAVE & EXCEPT PARTS 1 TO 6 INCLUSIVE, PLAN 62R18870, PARTS 9 TO 13 INCLUSIVE, PLAN 62R18870 AS IN WE726838; SUBJECT TO AN EASEMENT OVER PARTS 7 TO 17 INCLUSIVE, PLAN 62R18874 IN FAVOUR OF PART OF LOTS 5, 6, 7 AND 8, BROKEN FRONT CONCESSION; PART OF THE ROAD ALLOWANCE BETWEEN LOTS 6 AND 7, BROKEN FRONT CONCESSION, KNOWN AS GAGE AVENUE, CLOSED BY BY-LAW 3237, REGISTERED AS INSTRUMENT BL826; PART OF LOT 7, BROKEN FRONT CONCESSION, KNOWN AS WILCOX STREET, CLOSED BY BY-LAW 7245 AND REGISTERED AS INSTRUMENT BL1569; PART OF THE ROAD ALLOWANCE BETWEEN LOTS 8 AND 9, BROKEN FRONT CONCESSION, KNOWN AS SHERMAN AVENUE, CLOSED BY BY-LAW 290, AND REGISTERED AS INSTRUMENT BL37; PART OF THE WATER LOTS LYING IN FRONT OF LOTS 5, 6, 7, 8 AND 9, BROKEN FRONT CONCESSION; PART OF THE WATER LOTS LYING IN FRONT OF THE ROAD

ALLOWANCES BETWEEN 4 AND 5, 6 AND 7, 8 AND 9, BROKEN FRONT CONCESSION; PART OF THE LANDS LYING UNDER THE WATERS OF HAMILTON HARBOUR; PART OF LOTS 5 AND 6, BROKEN FRONT CONCESSION, REFERRED TO AS PLYMOUTH STREET, WIDENED AND EXTENDED BY BY-LAW 3970, REGISTERED AS INSTRUMENT BL952 AND CLOSED BY BY-LAW 9018, REGISTERED AS INSTRUMENT HL128541, AMENDED BY BY-LAW 9310 AND REGISTERED AS INSTRUMENT HL160159; PART OF LOTS 5 AND 6, BROKEN FRONT CONCESSION, KNOWN AS DEPEW STREET, CLOSED BY BY-LAW 9018, REGISTERED AS INSTRUMENT HL128541, AMENDED BY BY-LAW 9310 AND REGISTERED AS INSTRUMENT HL160159; PART OF TROLLEY STREET, PLAN 453 KNOWN AS GAGE AVENUE, CLOSED BY BY-LAW 7821, REGISTERED AS INSTRUMENT BL1778, BY-LAW 7775, REGISTERED AS INSTRUMENT BL1758, AND BY-LAW 4010, REGISTERED AS INSTRUMENT BL959, BARTON & ALL OF LOTS 72 TO 74, 121, TO 147, 199 TO 235, 270 TO 280, 299 TO 331 ALL INCLUSIVE AND PART OF LOTS 196 TO 198, 236, 268, 269, 281 TO 283 AND 332 TO 354, ALL INCLUSIVE, PLAN 453; PART OF MANCHESTER STREET AND BRADFORD STREET, PLAN 453, CLOSED BY BY-LAW 7775, REGISTERED AS INSTRUMENT BL1758; PART OF BIRMINGHAM STREET, PLAN 453, CLOSED BY BY-LAW 7821, REGISTERED AS INSTRUMENT BL1778 AND BY BY-LAW 7775, REGISTERED AS INSTRUMENT BL1758, PART 1, PLAN 62R18805; PART OF LOT 9, BROKEN FRONT CONCESSION, PART OF THE WATER LOT IN FRONT OF LOTS 8 AND 9, BROKEN FRONT CONCESSION, PART OF THE WATER LOT IN FRONT OF THE ROAD ALLOWANCE BETWEEN LOTS 8 AND 9 AND PART OF THE ROAD ALLOWANCE BETWEEN LOTS 8 AND 9, BROKEN FRONT CONCESSION, KNOWN AS SHERMAN AVENUE, CLOSED BY BY-LAW 290, AND REGISTERED AS INSTRUMENT BL37, BARTON, PART 2, PLAN 62R18805; PART OF LOT 8, BROKEN FRONT CONCESSION, PART OF THE WATER LOT IN FRONT OF LOTS 8 AND 9, BROKEN FRONT CONCESSION, PART OF THE WATER LOT IN FRONT OF THE ROAD ALLOWANCE BETWEEN LOTS 8 AND 9 AND PART OF THE ROAD ALLOWANCE BETWEEN LOTS 8 AND 9, BROKEN FRONT CONCESSION, KNOWN AS SHERMAN AVENUE, CLOSED BY BY-LAW 290, AND REGISTERED AS INSTRUMENT BL37, BARTON, PART 3, PLAN 62R18805; PART OF THE WATER LOT IN FRONT OF LOT 8, BROKEN FRONT CONCESSION, BARTON, PARTS 4 AND 5, PLAN 62R18805; PART OF LOTS 7 AND 8 BROKEN FRONT CONCESSION, AND PART OF LOT 7, BROKEN FRONT CONCESSION, KNOWN AS WILCOX STREET, CLOSED BY BY-LAW 7245 AND REGISTERED AS INSTRUMENT BL1569, BARTON, PART 11, PLAN 62R18805; PART OF LOT 7, BROKEN FRONT CONCESSION, BARTON, PARTS 12 AND 14, PLAN 62R18805; PART OF LOT 7, BROKEN FRONT CONCESSION, AND PART OF LOT 7, BROKEN FRONT CONCESSION, KNOWN AS WILCOX STREET, CLOSED BY BY-LAW 7245 AND REGISTERED AS INSTRUMENT BL1569, BARTON, PART 13, PLAN 62R18805; PART OF LOT 6, BROKEN FRONT CONCESSION AND THAT PART OF LOT 6, BROKEN FRONT CONCESSION, REFERRED TO AS PART OF PLYMOUTH STREET, WIDENED AND EXTENDED BY BY-LAW 3970, REGISTERED AS INSTRUMENT BL952 AND CLOSED BY BY-LAW 9018, REGISTERED AS INSTRUMENT HL128541, AMENDED BY BY-LAW 9310 AND REGISTERED AS INSTRUMENT HL160159, BARTON, PART 15, PLAN 62R18805; PART OF LOT 6, BROKEN FRONT CONCESSION AND THAT PART OF LOT 6, BROKEN FRONT CONCESSION,

REFERRED TO AS PART OF PLYMOUTH STREET, WIDENED AND EXTENDED BY BY-LAW 3970, REGISTERED AS INSTRUMENT BL952 AND CLOSED BY BY-LAW 9018, REGISTERED AS INSTRUMENT HL128541, AMENDED BY BY-LAW 9310 AND REGISTERED AS INSTRUMENT HL160159, BARTON, AND ALL OF LOTS 286, 287 AND PART OF LOTS 196, 197, 237, 238, 265, 266, 267, 283, 284, 285, 288, 295 TO 298, ALL INCLUSIVE, PART OF MANCHESTER STREET AND BRADFORD STREET, CLOSED BY BYLAW 7775, REGISTERED AS INSTRUMENT BL1758, PLAN 453, PART 16, PLAN 62R18805; PART OF LOT 6, BROKEN FRONT CONCESSION, BARTON, AND PART OF LOTS 196, 197, 198, 236, 237, 266 TO 269, 281 TO 285 AND 295, ALL INCLUSIVE, PART OF MANCHESTER STREET AND BRADFORD STREET, CLOSED BY BYLAW 7775, REGISTERED AS INSTRUMENT BL1758, PLAN 453, PART 17, PLAN 62R18805; PART OF LOTS 5 AND 6, BROKEN FRONT CONCESSION, BARTON, PART 18, PLAN 62R18805; PART OF LOT 6, BROKEN FRONT CONCESSION, BARTON, PART 19, PLAN 62R18805; PART OF LOT 6, BROKEN FRONT CONCESSION, BARTON, PART 20, PLAN 62R18805; PART OF LOT 6, BROKEN FRONT CONCESSION AND THAT PART OF LOT 6, BROKEN FRONT CONCESSION, REFERRED TO AS PART OF PLYMOUTH STREET, WIDENED AND EXTENDED BY BY-LAW 3970, REGISTERED AS INSTRUMENT BL952 AND CLOSED BY BY-LAW 9018, REGISTERED AS INSTRUMENT HL128541, AMENDED BY BY-LAW 9310 AND REGISTERED AS INSTRUMENT HL160159, BARTON, PARTS 21 AND 22, PLAN 62R18805; PART OF LOT 6, BROKEN FRONT CONCESSION, REFERRED TO AS PART OF PLYMOUTH STREET, WIDENED AND EXTENDED BY BY-LAW 3970, REGISTERED AS INSTRUMENT BL952 AND CLOSED BY BY-LAW 9018, REGISTERED AS INSTRUMENT HL128541, AMENDED BY BY-LAW 9310 AND REGISTERED AS INSTRUMENT HL160159, BARTON, PARTS 23 AND 24, PLAN 62R18805; PART OF LOT 5, BROKEN FRONT CONCESSION, AND PART OF LOTS 5 AND 6, BROKEN FRONT CONCESSION, REFERRED TO AS PART OF PLYMOUTH STREET, WIDENED AND EXTENDED BY BY-LAW 3970, REGISTERED AS INSTRUMENT BL952 AND CLOSED BY BY-LAW 9018, REGISTERED AS INSTRUMENT HL128541, AMENDED BY BY-LAW 9310 AND REGISTERED AS INSTRUMENT HL160159, BARTON, PART 25, PLAN 62R18805; PART OF THE WATER LOT IN FRONT OF LOT 5, BROKEN FRONT CONCESSION, BARTON, PART 26, PLAN 62R18805; PART OF LOT 5, BROKEN FRONT CONCESSION, AND PART OF THE WATER LOT IN FRONT OF LOT 5, BROKEN FRONT CONCESSION AND PART OF WATER LOT LYING IN FRONT OF THE ROAD ALLOWANCE BETWEEN LOTS 4 AND 5, BROKEN FRONT CONCESSION, BARTON, PART 27, PLAN 62R18805; PART OF WATER LOT IN FRONT OF LOT 9, BROKEN FRONT CONCESSION, BARTON, PARTS 43 AND 44, PLAN 62R18805 SAVE & EXCEPT PARTS 1 TO 6 INCLUSIVE, PLAN 62R18870, PARTS 9 TO 13 INCLUSIVE, PLAN 62R18870 AS IN WE726838; SUBJECT TO AN EASEMENT FOR VARIOUS PURPOSES OVER PARTS 2, 3, 4, 5 & 6, PLAN 62R18872 IN FAVOUR PART OF LOTS 5, 6, 7 AND 8, BROKEN FRONT CONCESSION; PART OF THE ROAD ALLOWANCE BETWEEN LOTS 6 AND 7, BROKEN FRONT CONCESSION, KNOWN AS GAGE AVENUE, CLOSED BY BY-LAW 3237, REGISTERED AS INSTRUMENT BL826; PART OF LOT 7, BROKEN FRONT CONCESSION, KNOWN AS WILCOX STREET, CLOSED BY BY-LAW 7245 AND REGISTERED AS INSTRUMENT BL1569; PART OF THE ROAD ALLOWANCE BETWEEN LOTS 8 AND 9, BROKEN FRONT CONCESSION, KNOWN

AS SHERMAN AVENUE, CLOSED BY BY-LAW 290, AND REGISTERED AS INSTRUMENT BL37; PART OF THE WATER LOTS LYING IN FRONT OF LOTS 5, 6, 7, 8 AND 9, BROKEN FRONT CONCESSION; PART OF THE WATER LOTS LYING IN FRONT OF THE ROAD ALLOWANCES BETWEEN 4 AND 5, 6 AND 7, 8 AND 9, BROKEN FRONT CONCESSION; PART OF THE LANDS LYING UNDER THE WATERS OF HAMILTON HARBOUR; PART OF LOTS 5 AND 6, BROKEN FRONT CONCESSION, REFERRED TO AS PLYMOUTH STREET, WIDENED AND EXTENDED BY BY-LAW 3970, REGISTERED AS INSTRUMENT BL952 AND CLOSED BY BY-LAW 9018, REGISTERED AS INSTRUMENT HL128541, AMENDED BY BY-LAW 9310 AND REGISTERED AS INSTRUMENT HL160159; PART OF LOTS 5 AND 6, BROKEN FRONT CONCESSION, KNOWN AS DEPEW STREET, CLOSED BY BY-LAW 9018, REGISTERED AS INSTRUMENT HL128541, AMENDED BY BY-LAW 9310 AND REGISTERED AS INSTRUMENT HL160159; PART OF TROLLEY STREET, PLAN 453 KNOWN AS GAGE AVENUE, CLOSED BY BY-LAW 7821, REGISTERED AS INSTRUMENT BL1778, BY-LAW 7775, REGISTERED AS INSTRUMENT BL1758, AND BY-LAW 4010, REGISTERED AS INSTRUMENT BL959, BARTON & ALL OF LOTS 72 TO 74, 121, TO 147, 199 TO 235, 270 TO 280, 299 TO 331 ALL INCLUSIVE AND PART OF LOTS 196 TO 198, 236, 268, 269, 281 TO 283 AND 332 TO 354, ALL INCLUSIVE, PLAN 453; PART OF MANCHESTER STREET AND BRADFORD STREET, PLAN 453, CLOSED BY BY-LAW 7775, REGISTERED AS INSTRUMENT BL1758; PART OF BIRMINGHAM STREET, PLAN 453, CLOSED BY BY-LAW 7821, REGISTERED AS INSTRUMENT BL1778 AND BY BY-LAW 7775, REGISTERED AS INSTRUMENT BL1758, PART 1, PLAN 62R18805; PART OF LOT 9, BROKEN FRONT CONCESSION, PART OF THE WATER LOT IN FRONT OF LOTS 8 AND 9, BROKEN FRONT CONCESSION, PART OF THE WATER LOT IN FRONT OF THE ROAD ALLOWANCE BETWEEN LOTS 8 AND 9 AND PART OF THE ROAD ALLOWANCE BETWEEN LOTS 8 AND 9, BROKEN FRONT CONCESSION, KNOWN AS SHERMAN AVENUE, CLOSED BY BY-LAW 290, AND REGISTERED AS INSTRUMENT BL37, BARTON, PART 2, PLAN 62R18805; PART OF LOT 8, BROKEN FRONT CONCESSION, PART OF THE WATER LOT IN FRONT OF LOTS 8 AND 9, BROKEN FRONT CONCESSION, PART OF THE WATER LOT IN FRONT OF THE ROAD ALLOWANCE BETWEEN LOTS 8 AND 9 AND PART OF THE ROAD ALLOWANCE BETWEEN LOTS 8 AND 9, BROKEN FRONT CONCESSION, KNOWN AS SHERMAN AVENUE, CLOSED BY BY-LAW 290, AND REGISTERED AS INSTRUMENT BL37, BARTON, PART 3, PLAN 62R18805; PART OF THE WATER LOT IN FRONT OF LOT 8, BROKEN FRONT CONCESSION, BARTON, PARTS 4 AND 5, PLAN 62R18805; PART OF LOTS 7 AND 8 BROKEN FRONT CONCESSION, AND PART OF LOT 7, BROKEN FRONT CONCESSION, KNOWN AS WILCOX STREET, CLOSED BY BY-LAW 7245 AND REGISTERED AS INSTRUMENT BL1569, BARTON, PART 11, PLAN 62R18805; PART OF LOT 7, BROKEN FRONT CONCESSION, BARTON, PARTS 12 AND 14, PLAN 62R18805; PART OF LOT 7, BROKEN FRONT CONCESSION, AND PART OF LOT 7, BROKEN FRONT CONCESSION, KNOWN AS WILCOX STREET, CLOSED BY BY-LAW 7245 AND REGISTERED AS INSTRUMENT BL1569, BARTON, PART 13, PLAN 62R18805; PART OF LOT 6, BROKEN FRONT CONCESSION AND THAT PART OF LOT 6, BROKEN FRONT CONCESSION, REFERRED TO AS PART OF PLYMOUTH STREET, WIDENED AND EXTENDED BY BY-LAW 3970, REGISTERED AS INSTRUMENT BL952 AND CLOSED BY BY-LAW 9018, REGISTERED AS INSTRUMENT HL128541,

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BL826; PART OF LOT 7, BROKEN FRONT CONCESSION, KNOWN AS WILCOX STREET, CLOSED BY BY-LAW 7245 AND REGISTERED AS INSTRUMENT BL1569; PART OF THE ROAD ALLOWANCE BETWEEN LOTS 8 AND 9, BROKEN FRONT CONCESSION, KNOWN AS SHERMAN AVENUE, CLOSED BY BY-LAW 290, AND REGISTERED AS INSTRUMENT BL37; PART OF THE WATER LOTS LYING IN FRONT OF LOTS 5, 6, 7, 8 AND 9, BROKEN FRONT CONCESSION; PART OF THE WATER LOTS LYING IN FRONT OF THE ROAD ALLOWANCES BETWEEN 4 AND 5, 6 AND 7, 8 AND 9, BROKEN FRONT CONCESSION; PART OF THE LANDS LYING UNDER THE WATERS OF HAMILTON HARBOUR; PART OF LOTS 5 AND 6, BROKEN FRONT CONCESSION, REFERRED TO AS PLYMOUTH STREET, WIDENED AND EXTENDED BY BY-LAW 3970, REGISTERED AS INSTRUMENT BL952 AND CLOSED BY BY-LAW 9018, REGISTERED AS INSTRUMENT HL128541, AMENDED BY BY-LAW 9310 AND REGISTERED AS INSTRUMENT HL160159; PART OF LOTS 5 AND 6, BROKEN FRONT CONCESSION, KNOWN AS DEPEW STREET, CLOSED BY BY-LAW 9018, REGISTERED AS INSTRUMENT HL128541, AMENDED BY BY-LAW 9310 AND REGISTERED AS INSTRUMENT HL160159; PART OF TROLLEY STREET, PLAN 453 KNOWN AS GAGE AVENUE, CLOSED BY BY-LAW 7821, REGISTERED AS INSTRUMENT BL1778, BY-LAW 7775, REGISTERED AS INSTRUMENT BL1758, AND BY-LAW 4010, REGISTERED AS INSTRUMENT BL959, BARTON & ALL OF LOTS 72 TO 74, 121, TO 147, 199 TO 235, 270 TO 280, 299 TO 331 ALL INCLUSIVE AND PART OF LOTS 196 TO 198, 236, 268, 269, 281 TO 283 AND 332 TO 354, ALL INCLUSIVE, PLAN 453; PART OF MANCHESTER STREET AND BRADFORD STREET, PLAN 453, CLOSED BY BY-LAW 7775, REGISTERED AS INSTRUMENT BL1758; PART OF BIRMINGHAM STREET, PLAN 453, CLOSED BY BY-LAW 7821, REGISTERED AS INSTRUMENT BL1778 AND BY BY-LAW 7775, REGISTERED AS INSTRUMENT BL1758, PART 1, PLAN 62R18805; PART OF LOT 9, BROKEN FRONT CONCESSION, PART OF THE WATER LOT IN FRONT OF LOTS 8 AND 9, BROKEN FRONT CONCESSION, PART OF THE WATER LOT IN FRONT OF THE ROAD ALLOWANCE BETWEEN LOTS 8 AND 9 AND PART OF THE ROAD ALLOWANCE BETWEEN LOTS 8 AND 9, BROKEN FRONT CONCESSION, KNOWN AS SHERMAN AVENUE, CLOSED BY BY-LAW 290, AND REGISTERED AS INSTRUMENT BL37, BARTON, PART 2, PLAN 62R18805; PART OF LOT 8, BROKEN FRONT CONCESSION, PART OF THE WATER LOT IN FRONT OF LOTS 8 AND 9, BROKEN FRONT CONCESSION, PART OF THE WATER LOT IN FRONT OF THE ROAD ALLOWANCE BETWEEN LOTS 8 AND 9 AND PART OF THE ROAD ALLOWANCE BETWEEN LOTS 8 AND 9, BROKEN FRONT CONCESSION, KNOWN AS SHERMAN AVENUE, CLOSED BY BY-LAW 290, AND REGISTERED AS INSTRUMENT BL37, BARTON, PART 3, PLAN 62R18805; PART OF THE WATER LOT IN FRONT OF LOT 8, BROKEN FRONT CONCESSION, BARTON, PARTS 4 AND 5, PLAN 62R18805; PART OF LOTS 7 AND 8 BROKEN FRONT CONCESSION, AND PART OF LOT 7, BROKEN FRONT CONCESSION, KNOWN AS WILCOX STREET, CLOSED BY BY-LAW 7245 AND REGISTERED AS INSTRUMENT BL1569, BARTON, PART 11, PLAN 62R18805; PART OF LOT 7, BROKEN FRONT CONCESSION, BARTON, PARTS 12 AND 14, PLAN 62R18805; PART OF LOT 7, BROKEN FRONT CONCESSION, AND PART OF LOT 7, BROKEN FRONT CONCESSION, KNOWN AS WILCOX STREET, CLOSED BY BY-LAW 7245 AND REGISTERED AS INSTRUMENT BL1569, BARTON, PART 13, PLAN 62R18805; PART OF LOT 6, BROKEN FRONT CONCESSION AND THAT PART OF LOT 6,

BROKEN FRONT CONCESSION, REFERRED TO AS PART OF PLYMOUTH STREET, WIDENED AND EXTENDED BY BY-LAW 3970, REGISTERED AS INSTRUMENT BL952 AND CLOSED BY BY-LAW 9018, REGISTERED AS INSTRUMENT HL128541, AMENDED BY BY-LAW 9310 AND REGISTERED AS INSTRUMENT HL160159, BARTON, PART 15, PLAN 62R18805; PART OF LOT 6, BROKEN FRONT CONCESSION AND THAT PART OF LOT 6, BROKEN FRONT CONCESSION, REFERRED TO AS PART OF PLYMOUTH STREET, WIDENED AND EXTENDED BY BY-LAW 3970, REGISTERED AS INSTRUMENT BL952 AND CLOSED BY BY-LAW 9018, REGISTERED AS INSTRUMENT HL128541, AMENDED BY BY-LAW 9310 AND REGISTERED AS INSTRUMENT HL160159, BARTON, AND ALL OF LOTS 286, 287 AND PART OF LOTS 196, 197, 237, 238, 265, 266, 267, 283, 284, 285, 288, 295 TO 298, ALL INCLUSIVE, PART OF MANCHESTER STREET AND BRADFORD STREET, CLOSED BY BYLAW 7775, REGISTERED AS INSTRUMENT BL1758, PLAN 453, PART 16, PLAN 62R18805; PART OF LOT 6, BROKEN FRONT CONCESSION, BARTON, AND PART OF LOTS 196, 197, 198, 236, 237, 266 TO 269, 281 TO 285 AND 295, ALL INCLUSIVE, PART OF MANCHESTER STREET AND BRADFORD STREET, CLOSED BY BYLAW 7775, REGISTERED AS INSTRUMENT BL1758, PLAN 453, PART 17, PLAN 62R18805; PART OF LOTS 5 AND 6, BROKEN FRONT CONCESSION, BARTON, PART 18, PLAN 62R18805; PART OF LOT 6, BROKEN FRONT CONCESSION, BARTON, PART 19, PLAN 62R18805; PART OF LOT 6, BROKEN FRONT CONCESSION, BARTON, PART 20, PLAN 62R18805; PART OF LOT 6, BROKEN FRONT CONCESSION AND THAT PART OF LOT 6, BROKEN FRONT CONCESSION, REFERRED TO AS PART OF PLYMOUTH STREET, WIDENED AND EXTENDED BY BY-LAW 3970, REGISTERED AS INSTRUMENT BL952 AND CLOSED BY BY-LAW 9018, REGISTERED AS INSTRUMENT HL128541, AMENDED BY BY-LAW 9310 AND REGISTERED AS INSTRUMENT HL160159, BARTON, PARTS 21 AND 22, PLAN 62R18805; PART OF LOT 6, BROKEN FRONT CONCESSION, REFERRED TO AS PART OF PLYMOUTH STREET, WIDENED AND EXTENDED BY BY-LAW 3970, REGISTERED AS INSTRUMENT BL952 AND CLOSED BY BY-LAW 9018, REGISTERED AS INSTRUMENT HL128541, AMENDED BY BY-LAW 9310 AND REGISTERED AS INSTRUMENT HL160159, BARTON, PARTS 23 AND 24, PLAN 62R18805; PART OF LOT 5, BROKEN FRONT CONCESSION, AND PART OF LOTS 5 AND 6, BROKEN FRONT CONCESSION, REFERRED TO AS PART OF PLYMOUTH STREET, WIDENED AND EXTENDED BY BY-LAW 3970, REGISTERED AS INSTRUMENT BL952 AND CLOSED BY BY-LAW 9018, REGISTERED AS INSTRUMENT HL128541, AMENDED BY BY-LAW 9310 AND REGISTERED AS INSTRUMENT HL160159, BARTON, PART 25, PLAN 62R18805; PART OF THE WATER LOT IN FRONT OF LOT 5, BROKEN FRONT CONCESSION, BARTON, PART 26, PLAN 62R18805; PART OF LOT 5, BROKEN FRONT CONCESSION, AND PART OF THE WATER LOT IN FRONT OF LOT 5, BROKEN FRONT CONCESSION AND PART OF WATER LOT LYING IN FRONT OF THE ROAD ALLOWANCE BETWEEN LOTS 4 AND 5, BROKEN FRONT CONCESSION, BARTON, PART 27, PLAN 62R18805; PART OF WATER LOT IN FRONT OF LOT 9, BROKEN FRONT CONCESSION, BARTON, PARTS 43 AND 44, PLAN 62R18805 SAVE & EXCEPT PARTS 1 TO 6 INCLUSIVE, PLAN 62R18870, PARTS 9 TO 13 INCLUSIVE, PLAN 62R18870 AS IN WE726838; SUBJECT TO AN EASEMENT OVER PART 9, PLAN 62R18870 IN FAVOUR OF PART OF LOTS 5, 6, 7 AND 8, BROKEN FRONT

CONCESSION; PART OF THE ROAD ALLOWANCE BETWEEN LOTS 6 AND 7, BROKEN FRONT CONCESSION, KNOWN AS GAGE AVENUE, CLOSED BY BY-LAW 3237, REGISTERED AS INSTRUMENT BL826; PART OF LOT 7, BROKEN FRONT CONCESSION, KNOWN AS WILCOX STREET, CLOSED BY BY-LAW 7245 AND REGISTERED AS INSTRUMENT BL1569; PART OF THE ROAD ALLOWANCE BETWEEN LOTS 8 AND 9, BROKEN FRONT CONCESSION, KNOWN AS SHERMAN AVENUE, CLOSED BY BY-LAW 290, AND REGISTERED AS INSTRUMENT BL37; PART OF THE WATER LOTS LYING IN FRONT OF LOTS 5, 6, 7, 8 AND 9, BROKEN FRONT CONCESSION; PART OF THE WATER LOTS LYING IN FRONT OF THE ROAD ALLOWANCES BETWEEN 4 AND 5, 6 AND 7, 8 AND 9, BROKEN FRONT CONCESSION; PART OF THE LANDS LYING UNDER THE WATERS OF HAMILTON HARBOUR; PART OF LOTS 5 AND 6, BROKEN FRONT CONCESSION, REFERRED TO AS PLYMOUTH STREET, WIDENED AND EXTENDED BY BY-LAW 3970, REGISTERED AS INSTRUMENT BL952 AND CLOSED BY BY-LAW 9018, REGISTERED AS INSTRUMENT HL128541, AMENDED BY BY-LAW 9310 AND REGISTERED AS INSTRUMENT HL160159; PART OF LOTS 5 AND 6, BROKEN FRONT CONCESSION, KNOWN AS DEPEW STREET, CLOSED BY BY-LAW 9018, REGISTERED AS INSTRUMENT HL128541, AMENDED BY BY-LAW 9310 AND REGISTERED AS INSTRUMENT HL160159; PART OF TROLLEY STREET, PLAN 453 KNOWN AS GAGE AVENUE, CLOSED BY BY-LAW 7821, REGISTERED AS INSTRUMENT BL1778, BY-LAW 7775, REGISTERED AS INSTRUMENT BL1758, AND BY-LAW 4010, REGISTERED AS INSTRUMENT BL959, BARTON & ALL OF LOTS 72 TO 74, 121, TO 147, 199 TO 235, 270 TO 280, 299 TO 331 ALL INCLUSIVE AND PART OF LOTS 196 TO 198, 236, 268, 269, 281 TO 283 AND 332 TO 354, ALL INCLUSIVE, PLAN 453; PART OF MANCHESTER STREET AND BRADFORD STREET, PLAN 453, CLOSED BY BY-LAW 7775, REGISTERED AS INSTRUMENT BL1758; PART OF BIRMINGHAM STREET, PLAN 453, CLOSED BY BY-LAW 7821, REGISTERED AS INSTRUMENT BL1778 AND BY BY-LAW 7775, REGISTERED AS INSTRUMENT BL1758, PART 1, PLAN 62R18805; PART OF LOT 9, BROKEN FRONT CONCESSION, PART OF THE WATER LOT IN FRONT OF LOTS 8 AND 9, BROKEN FRONT CONCESSION, PART OF THE WATER LOT IN FRONT OF THE ROAD ALLOWANCE BETWEEN LOTS 8 AND 9 AND PART OF THE ROAD ALLOWANCE BETWEEN LOTS 8 AND 9, BROKEN FRONT CONCESSION, KNOWN AS SHERMAN AVENUE, CLOSED BY BY-LAW 290, AND REGISTERED AS INSTRUMENT BL37, BARTON, PART 2, PLAN 62R18805; PART OF LOT 8, BROKEN FRONT CONCESSION, PART OF THE WATER LOT IN FRONT OF LOTS 8 AND 9, BROKEN FRONT CONCESSION, PART OF THE WATER LOT IN FRONT OF THE ROAD ALLOWANCE BETWEEN LOTS 8 AND 9 AND PART OF THE ROAD ALLOWANCE BETWEEN LOTS 8 AND 9, BROKEN FRONT CONCESSION, KNOWN AS SHERMAN AVENUE, CLOSED BY BY-LAW 290, AND REGISTERED AS INSTRUMENT BL37, BARTON, PART 3, PLAN 62R18805; PART OF THE WATER LOT IN FRONT OF LOT 8, BROKEN FRONT CONCESSION, BARTON, PARTS 4 AND 5, PLAN 62R18805; PART OF LOTS 7 AND 8 BROKEN FRONT CONCESSION, AND PART OF LOT 7, BROKEN FRONT CONCESSION, KNOWN AS WILCOX STREET, CLOSED BY BY-LAW 7245 AND REGISTERED AS INSTRUMENT BL1569, BARTON, PART 11, PLAN 62R18805; PART OF LOT 7, BROKEN FRONT CONCESSION, BARTON, PARTS 12 AND 14, PLAN 62R18805; PART OF LOT 7, BROKEN FRONT CONCESSION, AND PART OF LOT 7, BROKEN

FRONT CONCESSION, KNOWN AS WILCOX STREET, CLOSED BY BY-LAW 7245 AND REGISTERED AS INSTRUMENT BL1569, BARTON, PART 13, PLAN 62R18805; PART OF LOT 6, BROKEN FRONT CONCESSION AND THAT PART OF LOT 6, BROKEN FRONT CONCESSION, REFERRED TO AS PART OF PLYMOUTH STREET, WIDENED AND EXTENDED BY BY-LAW 3970, REGISTERED AS INSTRUMENT BL952 AND CLOSED BY BY-LAW 9018, REGISTERED AS INSTRUMENT HL128541, AMENDED BY BY-LAW 9310 AND REGISTERED AS INSTRUMENT HL160159, BARTON, PART 15, PLAN 62R18805; PART OF LOT 6, BROKEN FRONT CONCESSION AND THAT PART OF LOT 6, BROKEN FRONT CONCESSION, REFERRED TO AS PART OF PLYMOUTH STREET, WIDENED AND EXTENDED BY BY-LAW 3970, REGISTERED AS INSTRUMENT BL952 AND CLOSED BY BY-LAW 9018, REGISTERED AS INSTRUMENT HL128541, AMENDED BY BY-LAW 9310 AND REGISTERED AS INSTRUMENT HL160159, BARTON, AND ALL OF LOTS 286, 287 AND PART OF LOTS 196, 197, 237, 238, 265, 266, 267, 283, 284, 285, 288, 295 TO 298, ALL INCLUSIVE, PART OF MANCHESTER STREET AND BRADFORD STREET, CLOSED BY BYLAW 7775, REGISTERED AS INSTRUMENT BL1758, PLAN 453, PART 16, PLAN 62R18805; PART OF LOT 6, BROKEN FRONT CONCESSION, BARTON, AND PART OF LOTS 196, 197, 198, 236, 237, 266 TO 269, 281 TO 285 AND 295, ALL INCLUSIVE, PART OF MANCHESTER STREET AND BRADFORD STREET, CLOSED BY BYLAW 7775, REGISTERED AS INSTRUMENT BL1758, PLAN 453, PART 17, PLAN 62R18805; PART OF LOTS 5 AND 6, BROKEN FRONT CONCESSION, BARTON, PART 18, PLAN 62R18805; PART OF LOT 6, BROKEN FRONT CONCESSION, BARTON, PART 19, PLAN 62R18805; PART OF LOT 6, BROKEN FRONT CONCESSION, BARTON, PART 20, PLAN 62R18805; PART OF LOT 6, BROKEN FRONT CONCESSION AND THAT PART OF LOT 6, BROKEN FRONT CONCESSION, REFERRED TO AS PART OF PLYMOUTH STREET, WIDENED AND EXTENDED BY BY-LAW 3970, REGISTERED AS INSTRUMENT BL952 AND CLOSED BY BY-LAW 9018, REGISTERED AS INSTRUMENT HL128541, AMENDED BY BY-LAW 9310 AND REGISTERED AS INSTRUMENT HL160159, BARTON, PARTS 21 AND 22, PLAN 62R18805; PART OF LOT 6, BROKEN FRONT CONCESSION, REFERRED TO AS PART OF PLYMOUTH STREET, WIDENED AND EXTENDED BY BY-LAW 3970, REGISTERED AS INSTRUMENT BL952 AND CLOSED BY BY-LAW 9018, REGISTERED AS INSTRUMENT HL128541, AMENDED BY BY-LAW 9310 AND REGISTERED AS INSTRUMENT HL160159, BARTON, PARTS 23 AND 24, PLAN 62R18805; PART OF LOT 5, BROKEN FRONT CONCESSION, AND PART OF LOTS 5 AND 6, BROKEN FRONT CONCESSION, REFERRED TO AS PART OF PLYMOUTH STREET, WIDENED AND EXTENDED BY BY-LAW 3970, REGISTERED AS INSTRUMENT BL952 AND CLOSED BY BY-LAW 9018, REGISTERED AS INSTRUMENT HL128541, AMENDED BY BY-LAW 9310 AND REGISTERED AS INSTRUMENT HL160159, BARTON, PART 25, PLAN 62R18805; PART OF THE WATER LOT IN FRONT OF LOT 5, BROKEN FRONT CONCESSION, BARTON, PART 26, PLAN 62R18805; PART OF LOT 5, BROKEN FRONT CONCESSION, AND PART OF THE WATER LOT IN FRONT OF LOT 5, BROKEN FRONT CONCESSION AND PART OF WATER LOT LYING IN FRONT OF THE ROAD ALLOWANCE BETWEEN LOTS 4 AND 5, BROKEN FRONT CONCESSION, BARTON, PART 27, PLAN 62R18805; PART OF WATER LOT IN FRONT OF LOT 9, BROKEN FRONT CONCESSION, BARTON, PARTS 43 AND 44, PLAN 62R18805 SAVE & EXCEPT

PARTS 1 TO 6 INCLUSIVE, PLAN 62R18870, PARTS 9 TO 13 INCLUSIVE, PLAN 62R18870 AS IN WE726838; SUBJECT TO AN EASEMENT FOR VARIOUS PURPOSES OVER PARTS 1, 2, 3 & 4, PLAN 62R18876 IN FAVOUR OF PART OF LOTS 5, 6, 7 AND 8, BROKEN FRONT CONCESSION; PART OF THE ROAD ALLOWANCE BETWEEN LOTS 6 AND 7, BROKEN FRONT CONCESSION, KNOWN AS GAGE AVENUE, CLOSED BY BY-LAW 3237, REGISTERED AS INSTRUMENT BL826; PART OF LOT 7, BROKEN FRONT CONCESSION, KNOWN AS WILCOX STREET, CLOSED BY BY-LAW 7245 AND REGISTERED AS INSTRUMENT BL1569; PART OF THE ROAD ALLOWANCE BETWEEN LOTS 8 AND 9, BROKEN FRONT CONCESSION, KNOWN AS SHERMAN AVENUE, CLOSED BY BY-LAW 290, AND REGISTERED AS INSTRUMENT BL37; PART OF THE WATER LOTS LYING IN FRONT OF LOTS 5, 6, 7, 8 AND 9, BROKEN FRONT CONCESSION; PART OF THE WATER LOTS LYING IN FRONT OF THE ROAD ALLOWANCES BETWEEN 4 AND 5, 6 AND 7, 8 AND 9, BROKEN FRONT CONCESSION; PART OF THE LANDS LYING UNDER THE WATERS OF HAMILTON HARBOUR; PART OF LOTS 5 AND 6, BROKEN FRONT CONCESSION, REFERRED TO AS PLYMOUTH STREET, WIDENED AND EXTENDED BY BY-LAW 3970, REGISTERED AS INSTRUMENT BL952 AND CLOSED BY BY-LAW 9018, REGISTERED AS INSTRUMENT HL128541, AMENDED BY BY-LAW 9310 AND REGISTERED AS INSTRUMENT HL160159; PART OF LOTS 5 AND 6, BROKEN FRONT CONCESSION, KNOWN AS DEPEW STREET, CLOSED BY BY-LAW 9018, REGISTERED AS INSTRUMENT HL128541, AMENDED BY BY-LAW 9310 AND REGISTERED AS INSTRUMENT HL160159; PART OF TROLLEY STREET, PLAN 453 KNOWN AS GAGE AVENUE, CLOSED BY BY-LAW 7821, REGISTERED AS INSTRUMENT BL1778, BY-LAW 7775, REGISTERED AS INSTRUMENT BL1758, AND BY-LAW 4010, REGISTERED AS INSTRUMENT BL959, BARTON & ALL OF LOTS 72 TO 74, 121, TO 147, 199 TO 235, 270 TO 280, 299 TO 331 ALL INCLUSIVE AND PART OF LOTS 196 TO 198, 236, 268, 269, 281 TO 283 AND 332 TO 354, ALL INCLUSIVE, PLAN 453; PART OF MANCHESTER STREET AND BRADFORD STREET, PLAN 453, CLOSED BY BY-LAW 7775, REGISTERED AS INSTRUMENT BL1758; PART OF BIRMINGHAM STREET, PLAN 453, CLOSED BY BY-LAW 7821, REGISTERED AS INSTRUMENT BL1778 AND BY BY-LAW 7775, REGISTERED AS INSTRUMENT BL1758, PART 1, PLAN 62R18805; PART OF LOT 9, BROKEN FRONT CONCESSION, PART OF THE WATER LOT IN FRONT OF LOTS 8 AND 9, BROKEN FRONT CONCESSION, PART OF THE WATER LOT IN FRONT OF THE ROAD ALLOWANCE BETWEEN LOTS 8 AND 9 AND PART OF THE ROAD ALLOWANCE BETWEEN LOTS 8 AND 9, BROKEN FRONT CONCESSION, KNOWN AS SHERMAN AVENUE, CLOSED BY BY-LAW 290, AND REGISTERED AS INSTRUMENT BL37, BARTON, PART 2, PLAN 62R18805; PART OF LOT 8, BROKEN FRONT CONCESSION, PART OF THE WATER LOT IN FRONT OF LOTS 8 AND 9, BROKEN FRONT CONCESSION, PART OF THE WATER LOT IN FRONT OF THE ROAD ALLOWANCE BETWEEN LOTS 8 AND 9 AND PART OF THE ROAD ALLOWANCE BETWEEN LOTS 8 AND 9, BROKEN FRONT CONCESSION, KNOWN AS SHERMAN AVENUE, CLOSED BY BY-LAW 290, AND REGISTERED AS INSTRUMENT BL37, BARTON, PART 3, PLAN 62R18805; PART OF THE WATER LOT IN FRONT OF LOT 8, BROKEN FRONT CONCESSION, BARTON, PARTS 4 AND 5, PLAN 62R18805; PART OF LOTS 7 AND 8 BROKEN FRONT CONCESSION, AND PART OF LOT 7, BROKEN FRONT CONCESSION, KNOWN AS WILCOX STREET, CLOSED BY BY-LAW 7245 AND REGISTERED AS

INSTRUMENT BL1569, BARTON, PART 11, PLAN 62R18805; PART OF LOT 7, BROKEN FRONT CONCESSION, BARTON, PARTS 12 AND 14, PLAN 62R18805; PART OF LOT 7, BROKEN FRONT CONCESSION, AND PART OF LOT 7, BROKEN FRONT CONCESSION, KNOWN AS WILCOX STREET, CLOSED BY BY-LAW 7245 AND REGISTERED AS INSTRUMENT BL1569, BARTON, PART 13, PLAN 62R18805; PART OF LOT 6, BROKEN FRONT CONCESSION AND THAT PART OF LOT 6, BROKEN FRONT CONCESSION, REFERRED TO AS PART OF PLYMOUTH STREET, WIDENED AND EXTENDED BY BY-LAW 3970, REGISTERED AS INSTRUMENT BL952 AND CLOSED BY BY-LAW 9018, REGISTERED AS INSTRUMENT HL128541, AMENDED BY BY-LAW 9310 AND REGISTERED AS INSTRUMENT HL160159, BARTON, PART 15, PLAN 62R18805; PART OF LOT 6, BROKEN FRONT CONCESSION AND THAT PART OF LOT 6, BROKEN FRONT CONCESSION, REFERRED TO AS PART OF PLYMOUTH STREET, WIDENED AND EXTENDED BY BY-LAW 3970, REGISTERED AS INSTRUMENT BL952 AND CLOSED BY BY-LAW 9018, REGISTERED AS INSTRUMENT HL128541, AMENDED BY BY-LAW 9310 AND REGISTERED AS INSTRUMENT HL160159, BARTON, AND ALL OF LOTS 286, 287 AND PART OF LOTS 196, 197, 237, 238, 265, 266, 267, 283, 284, 285, 288, 295 TO 298, ALL INCLUSIVE, PART OF MANCHESTER STREET AND BRADFORD STREET, CLOSED BY BYLAW 7775, REGISTERED AS INSTRUMENT BL1758, PLAN 453, PART 16, PLAN 62R18805; PART OF LOT 6, BROKEN FRONT CONCESSION, BARTON, AND PART OF LOTS 196, 197, 198, 236, 237, 266 TO 269, 281 TO 285 AND 295, ALL INCLUSIVE, PART OF MANCHESTER STREET AND BRADFORD STREET, CLOSED BY BYLAW 7775, REGISTERED AS INSTRUMENT BL1758, PLAN 453, PART 17, PLAN 62R18805; PART OF LOTS 5 AND 6, BROKEN FRONT CONCESSION, BARTON, PART 18, PLAN 62R18805; PART OF LOT 6, BROKEN FRONT CONCESSION, BARTON, PART 19, PLAN 62R18805; PART OF LOT 6, BROKEN FRONT CONCESSION, BARTON, PART 20, PLAN 62R18805; PART OF LOT 6, BROKEN FRONT CONCESSION AND THAT PART OF LOT 6, BROKEN FRONT CONCESSION, REFERRED TO AS PART OF PLYMOUTH STREET, WIDENED AND EXTENDED BY BY-LAW 3970, REGISTERED AS INSTRUMENT BL952 AND CLOSED BY BY-LAW 9018, REGISTERED AS INSTRUMENT HL128541, AMENDED BY BY-LAW 9310 AND REGISTERED AS INSTRUMENT HL160159, BARTON, PARTS 21 AND 22, PLAN 62R18805; PART OF LOT 6, BROKEN FRONT CONCESSION, REFERRED TO AS PART OF PLYMOUTH STREET, WIDENED AND EXTENDED BY BY-LAW 3970, REGISTERED AS INSTRUMENT BL952 AND CLOSED BY BY-LAW 9018, REGISTERED AS INSTRUMENT HL128541, AMENDED BY BY-LAW 9310 AND REGISTERED AS INSTRUMENT HL160159, BARTON, PARTS 23 AND 24, PLAN 62R18805; PART OF LOT 5, BROKEN FRONT CONCESSION, AND PART OF LOTS 5 AND 6, BROKEN FRONT CONCESSION, REFERRED TO AS PART OF PLYMOUTH STREET, WIDENED AND EXTENDED BY BY-LAW 3970, REGISTERED AS INSTRUMENT BL952 AND CLOSED BY BY-LAW 9018, REGISTERED AS INSTRUMENT HL128541, AMENDED BY BY-LAW 9310 AND REGISTERED AS INSTRUMENT HL160159, BARTON, PART 25, PLAN 62R18805; PART OF THE WATER LOT IN FRONT OF LOT 5, BROKEN FRONT CONCESSION, BARTON, PART 26, PLAN 62R18805; PART OF LOT 5, BROKEN FRONT CONCESSION, AND PART OF THE WATER LOT IN FRONT OF LOT 5, BROKEN FRONT CONCESSION AND PART OF WATER LOT LYING IN FRONT OF THE ROAD ALLOWANCE BETWEEN

LOTS 4 AND 5, BROKEN FRONT CONCESSION, BARTON, PART 27, PLAN 62R18805; PART OF WATER LOT IN FRONT OF LOT 9, BROKEN FRONT CONCESSION, BARTON, PARTS 43 AND 44, PLAN 62R18805 SAVE & EXCEPT PARTS 1 TO 6 INCLUSIVE, PLAN 62R18870, PARTS 9 TO 13 INCLUSIVE, PLAN 62R18870 AS IN WE726838; SUBJECT TO AN EASEMENT FOR VARIOUS PURPOSES AS IN WE726838; TOGETHER WITH AN EASEMENT FOR VARIOUS PURPOSES OVER PART OF LOT 7, BROKEN FRONT CONCESSION, BARTON, PARTS 6 & 11, PLAN 62R18871; PART OF LOTS 122, 123, 124, 143, 144 AND 145, PART OF TROLLEY STREET (KNOWN AS GAGE AVE) (CLOSED BY BY-LAW 7775, INST. BL1758), PART OF TROLLEY STREET (KNOWN AS GAGE AVE) CLOSED BY BY-LAW 7821, INST. BL1778, PLAN 453, PART 4, PLAN 62R18871; PART OF LOTS 130 TO 143, 214, 215, 299, 300, 301 & 302, PART OF BIRMINGHAM AND TROLLEY STREETS (KNOWN AS GAGE AVE) (CLOSED BY BY-LAW 7775, INST. BL1758), PART OF TROLLEY STREET (KNOWN AS GAGE AVE) CLOSED BY BY-LAW 4010, INST. BL959, PART 5, PLAN 62R18871 AS IN WE726838; TOGETHER WITH AN EASEMENT OVER PART OF LOT 7, PART OF LOT 7 (KNOWN AS WILCOX ST.) (CLOSED BY BY-LAW 7245 INST. BL1569), BROKEN FRONT CONCESSION, BARTON, PARTS 14 & 15, PLAN 62R18870 AS IN WE726838; TOGETHER WITH AN EASEMENT OVER PART OF LOT 6, PART OF WATER LOT IN FRONT OF LOT 6, BROKEN FRONT CONCESSION, BARTON, PART 11, PLAN 62R18877; PART OF TROLLEY STREET (KNOWN AS GAGE AVE) (CLOSED BY BY-LAW 7821 INST. BL1778, 7775 INST. BL1758 & 4010 INST. BL959, PLAN 453, PART 12, PLAN 62R18877; PART OF LOT 7, BROKEN FRONT CONCESSION, BARTON, PARTS 13 & 14, PLAN 62R18877; PART OF LOT 7, PART OF LOT 7 (KNOWN AS WILCOX ST.) (CLOSED BY BY-LAW 7245 INST. BL1569), BROKEN FRONT CONCESSION, BARTON, PARTS 14 & 15, PLAN 62R18870 AS IN WE726838; TOGETHER WITH AN EASEMENT FOR VARIOUS PURPOSES OVER PART OF WATER LOT IN FRONT OF LOT 5, BROKEN FRONT CONCESSION, BARTON, PART 2, PLAN 62R18877; PART OF LOT 5, PART OF WATER LOT IN FRONT OF LOT 5, PART OF LOT 5 REFERRED TO AS PLYMOUTH ST (WIDENED AND EXTENDED BY BY-LAW 3970, INST. BL952) (CLOSED BY BY-LAW 9018, INST. HL128541, AMENDED BY BY-LAW9310, INST. HL160159), BROKEN FRONT CONCESSION, BARTON, PART 4, PLAN 62R18877; PART OF LOT 5 REFERRED TO AS PLYMOUTH ST (WIDENED AND EXTENDED BY BY-LAW 3970, INST. BL952) (CLOSED BY BY-LAW 9018, INST. HL128541, AMENDED BY BY-LAW9310, INST. HL160159), BROKEN FRONT CONCESSION, BARTON, PART 7, PLAN 62R18877; PART OF LOTS 5 & 6, PART OF LOTS 5 & 6, KNOWN AS DEPEW STREET (CLOSED BY BY-LAW 9018, INST. HL128541, AMENDED BY BY-LAW 9310, INST. HL160159), PART OF LOT 5, REFERRED TO AS PLYMOUTH ST (WIDENED AND EXTENDED BY BY-LAW 3970, INST. BL952) (CLOSED BY BY-LAW 9018, INST. HL128541, AMENDED BY BY-LAW 9310, INST. HL160159), BROKEN FRONT CONCESSION, BARTON, PART 8, PLAN 62R18877; PART OF WATER LOT IN FRONT OF LOT 6, BROKEN FRONT CONCESSION, BARTON, PART 9, PLAN 62R18877; PART OF LOT 7, PART OF THE WATER LOT IN FRONT OF LOTS 5, 6 & 7, PART OF WATER LOT IN FRONT OF THE ROAD ALLOWANCE BETWEEN LOTS 6 & 7, PART OF THE ROAD ALLOWANCE BETWEEN LOTS 6 & 7, KNOWN AS GAGE AVENUE (CLOSED BY BY-LAW 3237, INST. BL826, BROKEN FRONT CONCESSION, BARTON, PART, 10, PLAN 62R18877; PART OF LOT 6, PART OF WATER LOT IN FRONT OF

LOT 6, BROKEN FRONT CONCESSION, BARTON, PART 11, PLAN 62R18877; PART OF TROLLEY STREET (KNOWN AS GAGE AVE) (CLOSED BY BY-LAW 7821 INST. BL1778, 7775 INST. BL1758 & 4010 INST. BL959), PLAN 453, PART 12, PLAN 62R18877 & PART OF LOT 7, BROKEN FRONT CONCESSION, BARTON, PART 13 AND 14, PLAN 62R18877 AS IN WE726838; TOGETHER WITH AN EASEMENT OVER PART OF LOTS 345, 346 & 347, PLAN 453, PART OF LOT 7, BROKEN FRONT CONCESSION, BARTON, PART 1, PLAN 62R18872 AS IN WE726838; TOGETHER WITH AN EASEMENT FOR VARIOUS PURPOSES AS IN WE726838; TOGETHER WITH AN EASEMENT OVER PART OF LOT 6, BROKEN FRONT CONCESSION, BARTON, PARTS 19 TO 29 INCLUSIVE, PLAN 62R18877 AS IN WE726839; S/T EASEMENT OVER PTS 4,5,6,7 62R19266 IN FAVOUR OF LT 361 TO 368 PL 453, PT LT 7 CON 1 BAR BEING PTS 1 TO 28 ON 62R14181 AS IN WE851695; S/T EASEMENT OVER PTS 4,5,6,7 62R19266 IN FAVOUR OF PT RESERVE 3 SURVEY 32, PT LT 9 CON 1 BAR, PT WATER LT SHERMAN INLET BEING PT 1 62R2370 EXCEPT PTS 2 & 3 62R13169 AS IN WE851695; S/T EASEMENT OVER PTS 4,5,6,7 62R19266 IN FAVOUR OF PT LT 7 CON 1 BAR BEING PTS 1,2,3 62R6711 & AB162338 AS IN WE851695; T/W EASEMENT OVER PT LT 8 CON 1 BAR BEING PT 54 62R18732 AS IN WE851696; T/W EASEMENT OVER PT LT 7 CON 1 BAR BEING PTS 45 TO 53 62R18732 AS IN WE851696; CITY OF HAMILTON

SECONDLY:

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FIRSTLY: PART OF WATER LOT IN FRONT OF LOT 5, BROKEN FRONT CONCESSION, BARTON, PARTS 1, 2 AND 3, PLAN 62R18870; SECONDLY: PART OF WATER LOT IN FRONT OF LOT 5, BROKEN FRONT CONCESSION AND PART OF WATER LOT IN FRONT OF THE ROAD ALLOWANCE BETWEEN LOTS 4 AND 5, BROKEN FRONT CONCESSION, BARTON, PART 4, PLAN 62R18870; THIRDLY: PART OF WATER LOT IN FRONT OF LOT 5, BROKEN FRONT CONCESSION, BARTON, PARTS 5 AND 6 ON 62R18870; SUBJECT TO AN EASEMENT OVER PART 4, PLAN 62R18870 IN FAVOUR OF A) PART OF LOT 5, BROKEN FRONT CONCESSION, BARTON, PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 AND 10, PLAN 62R17340; B) PART OF LOT 5, CONCESSION 1, BROKEN FRONT CONCESSION, BARTON, PARTS 1 AND 2, PLAN 62R15119; C) PART OF LOT 4, BROKEN FRONT CONCESSION, BARTON, PARTS 11 AND 12, PLAN 62R17340, SAVE AND EXCEPT THOSE LANDS MORE PARTICULARLY DESCRIBED IN INSTRUMENT CD106547, REGISTERED ON THE 17TH DAY OF OCTOBER, 1978, BEING THE SECONDLY THEREIN; D) PART OF THE ORIGINAL ROAD ALLOWANCE BETWEEN LOTS 4 AND 5, BROKEN FRONT CONCESSION, E) PART OF LOT 5, BROKEN FRONT CONCESSION, BARTON, BEING THAT PART OF LOT 5 NOW OCCUPIED BY A PUBLIC HIGHWAY KNOWN AS INDUSTRIAL DRIVE AS IN AB343421; SUBJECT TO OVER PART 4, PLAN 62R18870 IN FAVOUR OF A) PART OF LOT 5, BROKEN FRONT CONCESSION, BARTON, PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9 AND 10, PLAN 62R17340; B) PART OF LOT 5, CONCESSION 1, BROKEN FRONT CONCESSION, BARTON, PARTS 1 & 2, PLAN

62R15119; C) PART OF LOT 4, BROKEN FRONT CONCESSION, BARTON, PARTS 11 AND 12, PLAN 62R17340, SAVE AND EXCEPT THOSE LANDS MORE PARTICULARLY DESCRIBED IN INSTRUMENT CD106547, REGISTERED ON THE 17TH DAY OF OCTOBER, 1978, BEING THE SECONDLY THEREIN; D) ALL OF LOTS 60 TO 66, ALL OF LOTS 83 TO 97, PART OF LOT 53 TO 59, PART OF LOTS 98 TO 102; PART OF JACKSON STREET, NOW CLOSED BY BYLAW NO. 8255, REGISTERED AS INSTRUMENT HL42536, PART OF CHARLES STREET, NOW CLOSED BY BYLAW 9246, REGISTERED AS INSTRUMENT HL152827 AND PART OF PARK STREET, NOW CLOSED BY BYLAW NO. 8254, REGISTERED AS INSTRUMENT HL42535 ALL ACCORDING TO P. H. HAMILTON SURVEY (UNREGISTERED); E) PART OF LOTS 29 AND 30, BROKEN FRONT CONCESSION, SALTFLEET, PART 1, PLAN 62R-1153; AS IN CD123252; TOGETHER WITH THE FOLLOWING EASEMENTS/RIGHT OF WAY OVER: PART OF SHEFFIELD STREET, PLAN 453, CLOSED BY BY-LAW 10686, REGISTERED AS INSTRUMENT HL308202, KNOWN AS INDUSTRIAL DRIVE, AND PART OF LOTS 238 AND 239, PLAN 453, PART 29, PLAN 62R18805 AS IN VM279345 PARTIALLY RELEASED BY WE732551; PART OF SHEFFIELD STREET, PLAN 453, CLOSED BY BY-LAW 10686, REGISTERED AS INSTRUMENT HL308202 AND PART OF LOTS 297 AND 298, PLAN 453, PART 31, PLAN 62R18805 AS IN VM279345 PARTIALLY RELEASED BY WE732551; PART OF LOT 298, PLAN 453, PART 32, PLAN 62R18805 AS IN VM279345 PARTIALLY RELEASED BY WE732551; PART OF LOT 6, BROKEN FRONT CONCESSION, REFERRED TO AS PLYMOUTH STREET, WIDENED AND EXTENDED BY BYLAW 3970, REGISTERED AS INSTRUMENT BL952, AND CLOSED BY BY-LAW 9018, REGISTERED AS INSTRUMENT HL128541, AMENDED BY BY-LAW 9310 AND REGISTERED AS INSTRUMENT HL160159 AND PART OF PLYMOUTH STREET, PLAN 453, WIDENED AND EXTENDED BY BYLAW 3970, REGISTERED AS INSTRUMENT BL952, AND CLOSED BY BY-LAW 10686, REGISTERED AS INSTRUMENT HL308202 AND PART OF LOT 6, BROKEN FRONT CONCESSION, BARTON, PART 33, PLAN 62R18805 AS IN VM279345 PARTIALLY RELEASED BY WE732551; PART OF LOT 6, BROKEN FRONT CONCESSION, REFERRED TO AS PART OF PLYMOUTH STREET, WIDENED AND EXTENDED BY BY-LAW 3970, REGISTERED AS INSTRUMENT BL952 AND CLOSED BY BY-LAW 9018, REGISTERED AS INSTRUMENT HL128541, AMENDED BY BY-LAW 9310 AND REGISTERED AS INSTRUMENT HL160159, BARTON, PART 34, PLAN 62R18805 AS IN VM279345 PARTIALLY RELEASED BY WE732551; PART OF SHEFFIELD STREET, PLAN 453, CLOSED BY BY-LAW 10686, REGISTERED AS INSTRUMENT HL308202 AND PART OF LOT 298, PLAN 453, PART 35, PLAN 62R18805 AS IN VM279345 PARTIALLY RELEASED BY WE732551; PART OF LOT 6, BROKEN FRONT CONCESSION, REFERRED TO AS PLYMOUTH STREET, WIDENED AND EXTENDED BY BYLAW 3970, REGISTERED AS INSTRUMENT BL952, AND CLOSED BY BY-LAW 9018, REGISTERED AS INSTRUMENT HL128541, AMENDED BY BY-LAW 9310 AND REGISTERED AS INSTRUMENT HL160159 AND PART OF PLYMOUTH STREET, PLAN 453, WIDENED AND EXTENDED BY BYLAW 3970, REGISTERED AS INSTRUMENT BL952, AND CLOSED BY BY-LAW 10686, REGISTERED AS INSTRUMENT HL308202, PART 36, PLAN 62R18805 AS IN VM279345 PARTIALLY RELEASED BY WE732551; PART OF LOT 6, BROKEN FRONT CONCESSION, KNOWN AS INDUSTRIAL DRIVE, BARTON, PART 38, PLAN 62R18805 AS IN

VM279345 PARTIALLY RELEASED BY WE732551; PART OF LOT 7, BROKEN FRONT CONCESSION AND PART OF THE ROAD ALLOWANCE BETWEEN CONCESSION 1 AND BROKEN FRONT CONCESSION, KNOWN AS BURLINGTON STREET, BARTON, PART 41, PLAN 62R18805 AS VM280965; PART OF LT 7, BROKEN FRONT CONCESSION, BARTON PART 42, PLAN 62R18805 AS IN VM280965; TOGETHER WITH AN EASEMENT OVER PART OF WATER LOTS IN FRONT OF LOTS 5 & 6, & PART OF LOT 6, BROKEN FRONT CONCESSION, BARTON, PART OF LOTS 143 TO 145, 199 TO 203, 232 TO 235, 269 TO 271, 279 TO 282, PART OF MANCHESTER & BRADFORD STREETS, (CLOSED BY BY-LAW 7775, INST. BL1758, PLAN 453, PART 3, PLAN 62R18871; AND PART OF LOTS 122, 123, 124, 143, 144 AND 145, PART OF TROLLEY STREET (KNOWN AS GAGE AVE) (CLOSED BY BY-LAW 7775, INST. BL1758), PART OF TROLLEY STREET (KNOWN AS GAGE AVE) CLOSED BY BY-LAW 7821, INST. BL1778, PLAN 453, PART 4, PLAN 62R18871 AS IN WE726840; TOGETHER WITH AN EASEMENT OVER PART OF WATER LOTS IN FRONT OF LOT 5, BROKEN FRONT CONCESSION, BARTON, PART 2, PLAN 62R18871 AS IN WE726840; TOGETHER WITH AN EASEMENT OVER PART OF WATER LOT IN FRONT OF LOT 6, BROKEN FRONT CONCESSION, BARTON, PART 1, PLAN 62R18874 AS IN WE726840; TOGETHER WITH AN EASEMENT OVER PART OF WATER LOT IN FRONT OF LOT 5, BROKEN FRONT CONCESSION, BARTON, PARTS 17 & 19, PLAN 62R18870 & PART OF LOT 5, PART OF WATER LOT IN FRONT OF LOT 5, PART OF LOTS 5 & 6, KNOWN AS DEPEW STREET (CLOSED BY BY-LAW 9018, INST. HL128541, AMENDED BY BY-LAW 9310, INST. HL160159), BROKEN FRONT CONCESSION, BARTON, PART 20, PLAN 62R18870 AS IN WE726840; TOGETHER WITH AN EASEMENT OVER PART LOT 5, PART OF WATER LOT IN FRONT OF LOT 5, BROKEN FRONT CONCESSION, BARTON, PART 16, PLAN 62R18870 AND PART OF WATER LOT IN FRONT OF LOT 5, BROKEN FRONT CONCESSION, BARTON, PARTS 17 & 18, PLAN 62R18870 AS IN WE726840; TOGETHER WITH AN EASEMENT FOR VARIOUS PURPOSES OVER PART OF WATER LOT IN FRONT OF LOT 5, BROKEN FRONT CONCESSION, BARTON, PART 2, PLAN 62R18877; PART OF LOT 5, PART OF WATER LOT IN FRONT OF LOT 5, PART OF LOT 5, REFERRED TO AS PLYMOUTH STREET (WIDENED AND EXTENDED BY BY-LAW 3970, INST. BL952) (CLOSED BY BY-LAW 9018, INST. HL128541, AMENDED BY BY-LAW 9310, INST. HL160159), BROKEN FRONT CONCESSION, BARTON, PART 4, PLAN 62R18877; PART OF LOT 5, REFERRED TO AS PLYMOUTH STREET (WIDENED AND EXTENDED BY BY-LAW 3970, INST. BL952) (CLOSED BY BY-LAW 9018, INST. HL128541, AMENDED BY BY-LAW 9310, INST. HL160159), BROKEN FRONT CONCESSION, BARTON, PART 7, PLAN 62R18877; PART OF LOTS 5 & 6, PART OF LOTS 5 & 6, KNOWN AS DEPEW STREET (CLOSED BY BY-LAW 9018, INST. HL128541, AMENDED BY BY-LAW 9310, INST. HL160159), PART OF LOT 5, REFERRED TO AS PLYMOUTH STREET (WIDENED AND EXTENDED BY BY-LAW 3970, INST. BL952) (CLOSED BY BY-LAW 9018, INST. HL128541, AMENDED BY BY-LAW 9310, INST. HL160159), BROKEN FRONT CONCESSION, BARTON, PART 8, PLAN 62R18877; PART OF WATER LOT IN FRONT OF LOT 6, BROKEN FRONT CONCESSION, BARTON, PART 9, PLAN 62R18877; PART OF LOT 7, PART OF WATER LOT IN FRONT OF LOTS 5, 6 & 7, PART OF WATER LOT IN FRONT OF ROAD ALLOWANCE BETWEEN LOTS 6 & 7, PART OF THE ROAD ALLOWANCE BETWEEN LOTS 6 & 7, KNOWN AS GAGE AVENUE

(CLOSED BY BY-LAW 3237, INST. BL826), BROKEN FRONT CONCESSION, BARTON PART 10, PLAN 62R18877; PART OF LOT 6, PART OF WATER LOT IN FRONT OF LOT 6, BROKEN FRONT CONCESSION, BARTON, PART 11, PLAN 62R18877; PART OF TROLLEY STREET (KNOWN AS GAGE AVE) (CLOSED BY BY-LAWS 7821 INST. BL1778, 7775 INST. BL1758 & 4010 INST. BL959), PLAN 453, PART 12, PLAN 62R18877; PART OF LOT 7, BROKEN FRONT CONCESSION, BARTON, PARTS 13 & 14, PLAN 62R18877 AS IN WE726840; TOGETHER AN EASEMENT OVER PART OF LOT 7, BROKEN FRONT CONCESSION, BARTON, PART 7, PLAN 62R18872; PART OF LOT 6, BROKEN FRONT CONCESSION, PART OF THE ROAD ALLOWANCE BETWEEN LOTS 6 & 7, KNOWN AS GAGE AVE., (CLOSED BY BY-LAW 3237, INST. BL826), PART OF WATER LOTS IN FRONT OF LOTS 5 & 6, PART OF WATER LOTS IN FRONT OF THE ROAD ALLOWANCE BETWEEN LOTS 6 & 7, BROKEN FRONT CONCESSION, BARTON, PART 8, PLAN 62R18872; PART OF LOT 6, BROKEN FRONT CONCESSION, BARTON, PART 9, PLAN 62R18872; PART OF LOTS 5 & 6, BROKEN FRONT CONCESSION, PART OF LOTS 5 & 6, KNOWN AS DEPEW STREET (CLOSED BY BY-LAW 9018, INST. HL128541, AMENDED BY BY-LAW 9310, INST. HL160159), BROKEN FRONT CONCESSION, BARTON, PART 10, PLAN 62R18872 AS IN WE726840; TOGETHER WITH AN EASEMENT OVER PART OF LOTS 5 & 6, BROKEN FRONT CONCESSION, PART OF WATER LOT IN FRONT OF LOT 5, PART OF LOTS 5 & 6, REFERRED TO AS PLYMOUTH STREET (WIDENED AND EXTENDED BY BY-LAW 3970, INST. BL952) (CLOSED BY BY-LAW 9018, INST. HL128541, AMENDED BY BY-LAW 9310, INST. HL160159) BROKEN FRONT CONCESSION BARTON, LOT 74 AND PART OF LOTS 73, 121, 122, 146, 147, 196, 197, 236, 237, 238, 265 TO 268 INCLUSIVE, 282 TO 286 INCLUSIVE, 295, 296, 324 TO 326 INCLUSIVE, PART OF MANCHESTER & BRADFORD STREETS, (CLOSED BY BY-LAW 7775, INST. BL1758), PART OF BIRMINGHAM STREET (CLOSED BY BY-LAW 7821, INST. BL1778), PART OF TROLLEY STREET, (KNOWN AS GAGE AVE) (CLOSED BY BY-LAW 7821 INST. BL1778, PLAN 453, PART 7, PLAN 62R18870; & PART OF LOT 5, PART OF LOT 5 REFERRED TO AS PLYMOUTH STREET (WIDENED AND EXTENDED BY BY-LAW 3970, INST. BL952), (CLOSED BY BY-LAW 9018, INST. HL128541, AMENDED BY BY-LAW 9310, INST. HL160159), BROKEN FRONT CONCESSION, BARTON, PART 8, PLAN 62R18870 AS IN WE726840; TOGETHER WITH AN EASEMENT FOR VARIOUS PURPOSES AS IN WE726840; SUBJECT TO AN EASEMENT OVER PART 1, PLAN 62R18871 IN FAVOUR OF PART OF LOTS 5, 6, 7 AND 8, BROKEN FRONT CONCESSION; PART OF THE ROAD ALLOWANCE BETWEEN LOTS 6 AND 7, BROKEN FRONT CONCESSION, KNOWN AS GAGE AVENUE, CLOSED BY BY-LAW 3237, REGISTERED AS INSTRUMENT BL826; PART OF LOT 7, BROKEN FRONT CONCESSION, KNOWN AS WILCOX STREET, CLOSED BY BY-LAW 7245 AND REGISTERED AS INSTRUMENT BL1569; PART OF THE ROAD ALLOWANCE BETWEEN LOTS 8 AND 9, BROKEN FRONT CONCESSION, KNOWN AS SHERMAN AVENUE, CLOSED BY BY-LAW 290, AND REGISTERED AS INSTRUMENT BL37; PART OF THE WATER LOTS LYING IN FRONT OF LOTS 5, 6, 7, 8 AND 9, BROKEN FRONT CONCESSION; PART OF WATER LOTS LYING IN FRONT OF THE ROAD ALLOWANCES BETWEEN 4 AND 5, 6 AND 7, 8 AND 9, BROKEN FRONT CONCESSION; PART OF THE LANDS LYING UNDER THE WATERS OF HAMILTON HARBOUR; PART OF LOTS 5 AND 6, BROKEN FRONT CONCESSION, REFERRED TO AS PLYMOUTH STREET, WIDENED AND EXTENDED BY BY-LAW

3970, REGISTERED AS INSTRUMENT BL952 AND CLOSED BY BY-LAW 9018, REGISTERED AS INSTRUMENT HL128541, AMENDED BY BY-LAW 9310 AND REGISTERED AS INSTRUMENT HL160159; PART OF LOTS 5 AND 6, BROKEN FRONT CONCESSION, KNOWN AS DEPEW STREET, CLOSED BY BY-LAW 9018, REGISTERED AS INSTRUMENT HL128541, AMENDED BY BY-LAW 9310 AND REGISTERED AS INSTRUMENT HL160159; PART OF TROLLEY STREET, PLAN 453 KNOWN AS GAGE AVENUE, CLOSED BY BY-LAW 7821, REGISTERED AS INSTRUMENT BL1778, BY-LAW 7775, REGISTERED AS INSTRUMENT BL1758, AND BY-LAW 4010, REGISTERED AS INSTRUMENT BL959, BARTON & ALL OF LOTS 72 TO 74, 121, TO 147, 199 TO 235, 270 TO 280, 299 TO 331 ALL INCLUSIVE AND PART OF LOTS 196 TO 198, 236, 268, 269, 281 TO 283 AND 332 TO 354, ALL INCLUSIVE, PLAN 453; PART OF MANCHESTER STREET AND BRADFORD STREET, PLAN 453, CLOSED BY BY-LAW 7775, REGISTERED AS INSTRUMENT BL1758; PART OF BIRMINGHAM STREET, PLAN 453, CLOSED BY BY-LAW 7821, REGISTERED AS INSTRUMENT BL1778 AND BY BY-LAW 7775, REGISTERED AS INSTRUMENT BL1758, PART 1, PLAN 62R18805; PART OF LOT 9, BROKEN FRONT CONCESSION, PART OF THE WATER LOT IN FRONT OF LOTS 8 AND 9, BROKEN FRONT CONCESSION, PART OF THE WATER LOT IN FRONT OF THE ROAD ALLOWANCE BETWEEN LOTS 8 AND 9 AND PART OF THE ROAD ALLOWANCE BETWEEN LOTS 8 AND 9, BROKEN FRONT CONCESSION, KNOWN AS SHERMAN AVENUE, CLOSED BY BY-LAW 290, AND REGISTERED AS INSTRUMENT BL37, BARTON, PART 2, PLAN 62R18805; PART OF LOT 8, BROKEN FRONT CONCESSION, PART OF THE WATER LOT IN FRONT OF LOTS 8 AND 9, BROKEN FRONT CONCESSION, PART OF THE WATER LOT IN FRONT OF THE ROAD ALLOWANCE BETWEEN LOTS 8 AND 9 AND PART OF THE ROAD ALLOWANCE BETWEEN LOTS 8 AND 9, BROKEN FRONT CONCESSION, KNOWN AS SHERMAN AVENUE, CLOSED BY BY-LAW 290, AND REGISTERED AS INSTRUMENT BL37, BARTON, PART 3, PLAN 62R18805; PART OF THE WATER LOT IN FRONT OF LOT 8, BROKEN FRONT CONCESSION, BARTON, PARTS 4 AND 5, PLAN 62R18805; PART OF LOTS 7 AND 8 BROKEN FRONT CONCESSION, AND PART OF LOT 7, BROKEN FRONT CONCESSION, KNOWN AS WILCOX STREET, CLOSED BY BY-LAW 7245 AND REGISTERED AS INSTRUMENT BL1569, BARTON, PART 11, PLAN 62R18805; PART OF LOT 7, BROKEN FRONT CONCESSION, BARTON, PARTS 12 AND 14, PLAN 62R18805; PART OF LOT 7, BROKEN FRONT CONCESSION, AND PART OF LOT 7, BROKEN FRONT CONCESSION, KNOWN AS WILCOX STREET, CLOSED BY BY-LAW 7245 AND REGISTERED AS INSTRUMENT BL1569, BARTON, PART 13, PLAN 62R18805; PART OF LOT 6, BROKEN FRONT CONCESSION AND THAT PART OF LOT 6, BROKEN FRONT CONCESSION, REFERRED TO AS PART OF PLYMOUTH STREET, WIDENED AND EXTENDED BY BY-LAW 3970, REGISTERED AS INSTRUMENT BL952 AND CLOSED BY BY-LAW 9018, REGISTERED AS INSTRUMENT HL128541, AMENDED BY BY-LAW 9310 AND REGISTERED AS INSTRUMENT HL160159, BARTON, PART 15, PLAN 62R18805; PART OF LOT 6, BROKEN FRONT CONCESSION AND THAT PART OF LOT 6, BROKEN FRONT CONCESSION, REFERRED TO AS PART OF PLYMOUTH STREET, WIDENED AND EXTENDED BY BY-LAW 3970, REGISTERED AS INSTRUMENT BL952 AND CLOSED BY BY-LAW 9018, REGISTERED AS INSTRUMENT HL128541, AMENDED BY BY-LAW 9310 AND REGISTERED AS INSTRUMENT HL160159, BARTON, AND ALL OF LOTS 286, 287

AND PART OF LOTS 196, 197, 237, 238, 265, 266, 267, 283, 284, 285, 288, 295 TO 298, ALL INCLUSIVE, PART OF MANCHESTER STREET AND BRADFORD STREET, CLOSED BY BYLAW 7775, REGISTERED AS INSTRUMENT BL1758, PLAN 453, PART 16, PLAN 62R18805; PART OF LOT 6, BROKEN FRONT CONCESSION, BARTON, AND PART OF LOTS 196, 197, 198, 236, 237, 266 TO 269, 281 TO 285 AND 295, ALL INCLUSIVE, PART OF MANCHESTER STREET AND BRADFORD STREET, CLOSED BY BYLAW 7775, REGISTERED AS INSTRUMENT BL1758, PLAN 453, PART 17, PLAN 62R18805; PART OF LOTS 5 AND 6, BROKEN FRONT CONCESSION, BARTON, PART 18, PLAN 62R18805; PART OF LOT 6, BROKEN FRONT CONCESSION, BARTON, PART 19, PLAN 62R18805; PART OF LOT 6, BROKEN FRONT CONCESSION, BARTON, PART 20, PLAN 62R18805; PART OF LOT 6, BROKEN FRONT CONCESSION AND THAT PART OF LOT 6, BROKEN FRONT CONCESSION, REFERRED TO AS PART OF PLYMOUTH STREET, WIDENED AND EXTENDED BY BY-LAW 3970, REGISTERED AS INSTRUMENT BL952 AND CLOSED BY BY-LAW 9018, REGISTERED AS INSTRUMENT HL128541, AMENDED BY BY-LAW 9310 AND REGISTERED AS INSTRUMENT HL160159, BARTON, PARTS 21 AND 22, PLAN 62R18805; PART OF LOT 6, BROKEN FRONT CONCESSION, REFERRED TO AS PART OF PLYMOUTH STREET, WIDENED AND EXTENDED BY BY-LAW 3970, REGISTERED AS INSTRUMENT BL952 AND CLOSED BY BY-LAW 9018, REGISTERED AS INSTRUMENT HL128541, AMENDED BY BY-LAW 9310 AND REGISTERED AS INSTRUMENT HL160159, BARTON, PARTS 23 AND 24, PLAN 62R18805; PART OF LOT 5, BROKEN FRONT CONCESSION, AND PART OF LOTS 5 AND 6, BROKEN FRONT CONCESSION, REFERRED TO AS PART OF PLYMOUTH STREET, WIDENED AND EXTENDED BY BY-LAW 3970, REGISTERED AS INSTRUMENT BL952 AND CLOSED BY BY-LAW 9018, REGISTERED AS INSTRUMENT HL128541, AMENDED BY BY-LAW 9310 AND REGISTERED AS INSTRUMENT HL160159, BARTON, PART 25, PLAN 62R18805; PART OF THE WATER LOT IN FRONT OF LOT 5, BROKEN FRONT CONCESSION, BARTON, PART 26, PLAN 62R18805; PART OF LOT 5, BROKEN FRONT CONCESSION, AND PART OF THE WATER LOT IN FRONT OF LOT 5, BROKEN FRONT CONCESSION AND PART OF WATER LOT LYING IN FRONT OF THE ROAD ALLOWANCE BETWEEN LOTS 4 AND 5, BROKEN FRONT CONCESSION, BARTON, PART 27, PLAN 62R18805; PART OF WATER LOT IN FRONT OF LOT 9, BROKEN FRONT CONCESSION, BARTON, PARTS 43 AND 44, PLAN 62R18805 SAVE & EXCEPT PARTS 1 TO 6 INCLUSIVE, PLAN 62R18870, PARTS 9 TO 13 INCLUSIVE, PLAN 62R18870 AS IN WE726840; SUBJECT TO AN EASEMENT OVER PARTS 1, 3, 5 & 6, PLAN 62R18877 IN FAVOUR OF PART OF LOTS 5, 6, 7 AND 8, BROKEN FRONT CONCESSION; PART OF THE ROAD ALLOWANCE BETWEEN LOTS 6 AND 7, BROKEN FRONT CONCESSION, KNOWN AS GAGE AVENUE, CLOSED BY BY-LAW 3237, REGISTERED AS INSTRUMENT BL826; PART OF LOT 7, BROKEN FRONT CONCESSION, KNOWN AS WILCOX STREET, CLOSED BY BY-LAW 7245 AND REGISTERED AS INSTRUMENT BL1569; PART OF THE ROAD ALLOWANCE BETWEEN LOTS 8 AND 9, BROKEN FRONT CONCESSION, KNOWN AS SHERMAN AVENUE, CLOSED BY BY-LAW 290, AND REGISTERED AS INSTRUMENT BL37; PART OF THE WATER LOTS LYING IN FRONT OF LOTS 5, 6, 7, 8 AND 9, BROKEN FRONT CONCESSION; PART OF THE WATER LOTS LYING IN FRONT OF THE ROAD ALLOWANCES BETWEEN 4 AND 5, 6 AND 7, 8 AND 9, BROKEN FRONT

CONCESSION; PART OF THE LANDS LYING UNDER THE WATERS OF HAMILTON HARBOUR; PART OF LOTS 5 AND 6, BROKEN FRONT CONCESSION, REFERRED TO AS PLYMOUTH STREET, WIDENED AND EXTENDED BY BY-LAW 3970, REGISTERED AS INSTRUMENT BL952 AND CLOSED BY BY-LAW 9018, REGISTERED AS INSTRUMENT HL128541, AMENDED BY BY-LAW 9310 AND REGISTERED AS INSTRUMENT HL160159; PART OF LOTS 5 AND 6, BROKEN FRONT CONCESSION, KNOWN AS DEPEW STREET, CLOSED BY BY-LAW 9018, REGISTERED AS INSTRUMENT HL128541, AMENDED BY BY-LAW 9310 AND REGISTERED AS INSTRUMENT HL160159; PART OF TROLLEY STREET, PLAN 453 KNOWN AS GAGE AVENUE, CLOSED BY BY-LAW 7821, REGISTERED AS INSTRUMENT BL1778, BY-LAW 7775, REGISTERED AS INSTRUMENT BL1758, AND BY-LAW 4010, REGISTERED AS INSTRUMENT BL959, BARTON & ALL OF LOTS 72 TO 74, 121, TO 147, 199 TO 235, 270 TO 280, 299 TO 331 ALL INCLUSIVE AND PART OF LOTS 196 TO 198, 236, 268, 269, 281 TO 283 AND 332 TO 354, ALL INCLUSIVE, PLAN 453; PART OF MANCHESTER STREET AND BRADFORD STREET, PLAN 453, CLOSED BY BY-LAW 7775, REGISTERED AS INSTRUMENT BL1758; PART OF BIRMINGHAM STREET, PLAN 453, CLOSED BY BY-LAW 7821, REGISTERED AS INSTRUMENT BL1778 AND BY BY-LAW 7775, REGISTERED AS INSTRUMENT BL1758, PART 1, PLAN 62R18805; PART OF LOT 9, BROKEN FRONT CONCESSION, PART OF THE WATER LOT IN FRONT OF LOTS 8 AND 9, BROKEN FRONT CONCESSION, PART OF THE WATER LOT IN FRONT OF THE ROAD ALLOWANCE BETWEEN LOTS 8 AND 9 AND PART OF THE ROAD ALLOWANCE BETWEEN LOTS 8 AND 9, BROKEN FRONT CONCESSION, KNOWN AS SHERMAN AVENUE, CLOSED BY BY-LAW 290, AND REGISTERED AS INSTRUMENT BL37, BARTON, PART 2, PLAN 62R18805; PART OF LOT 8, BROKEN FRONT CONCESSION, PART OF THE WATER LOT IN FRONT OF LOTS 8 AND 9, BROKEN FRONT CONCESSION, PART OF THE WATER LOT IN FRONT OF THE ROAD ALLOWANCE BETWEEN LOTS 8 AND 9 AND PART OF THE ROAD ALLOWANCE BETWEEN LOTS 8 AND 9, BROKEN FRONT CONCESSION, KNOWN AS SHERMAN AVENUE, CLOSED BY BY-LAW 290, AND REGISTERED AS INSTRUMENT BL37, BARTON, PART 3, PLAN 62R18805; PART OF THE WATER LOT IN FRONT OF LOT 8, BROKEN FRONT CONCESSION, BARTON, PARTS 4 AND 5, PLAN 62R18805; PART OF LOTS 7 AND 8 BROKEN FRONT CONCESSION, AND PART OF LOT 7, BROKEN FRONT CONCESSION, KNOWN AS WILCOX STREET, CLOSED BY BY-LAW 7245 AND REGISTERED AS INSTRUMENT BL1569, BARTON, PART 11, PLAN 62R18805; PART OF LOT 7, BROKEN FRONT CONCESSION, BARTON, PARTS 12 AND 14, PLAN 62R18805; PART OF LOT 7, BROKEN FRONT CONCESSION, AND PART OF LOT 7, BROKEN FRONT CONCESSION, KNOWN AS WILCOX STREET, CLOSED BY BY-LAW 7245 AND REGISTERED AS INSTRUMENT BL1569, BARTON, PART 13, PLAN 62R18805; PART OF LOT 6, BROKEN FRONT CONCESSION AND THAT PART OF LOT 6, BROKEN FRONT CONCESSION, REFERRED TO AS PART OF PLYMOUTH STREET, WIDENED AND EXTENDED BY BY-LAW 3970, REGISTERED AS INSTRUMENT BL952 AND CLOSED BY BY-LAW 9018, REGISTERED AS INSTRUMENT HL128541, AMENDED BY BY-LAW 9310 AND REGISTERED AS INSTRUMENT HL160159, BARTON, PART 15, PLAN 62R18805; PART OF LOT 6, BROKEN FRONT CONCESSION AND THAT PART OF LOT 6, BROKEN FRONT CONCESSION, REFERRED TO AS PART OF PLYMOUTH STREET, WIDENED AND EXTENDED BY

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CITY OF HAMILTON

BY-LAW NO. 22-

To Designate a Portion of Melville Street in Dundas, from Sydenham Street to Wellington Street North, as a Heritage Conservation District Study Area

WHEREAS Melville Street is an historic streetscape in the community of Dundas, located in the City of Hamilton, consisting of a significant concentration of buildings of cultural heritage value or interest;

AND WHEREAS the eastern portion of Melville Street, from Sydenham Street to Cross Street, was designated as part of the Cross-Melville Heritage Conservation District in 1990 by former Town of Dundas By-law No. 3899-90;

AND WHEREAS the portion of Melville Street from Sydenham Street to Wellington Street North, identified in Schedule "A" attached to this By-law, consists of a collection of pre-1950 buildings of potential heritage value or interest, including three properties individually designated under Part IV of the *Ontario Heritage Act*, R.S.O. 1990, c. O.18, that may collectively be considered a cultural heritage landscape;

AND WHEREAS the purpose of a heritage conservation district study, as provided for under section 40 of the *Ontario Heritage Act*, is to examine the character and appearance of an area to determine if the area should be preserved as a heritage conservation district and to consider and make recommendations with regard to the establishment of a district plan to guide changes to properties located within the district;

AND WHEREAS section 40.1(1) of the *Ontario Heritage Act* provides that, if the council of a municipality undertakes a study of a heritage conservation district, the council may, by by-law, designate the area specified in the by-law as a heritage conservation study area for a period of up to one year;

AND WHEREAS section 40.1(2) of the *Ontario Heritage Act* provides that a heritage conservation district study area by-law may prohibit or set limitations with respect to the alteration of property and the erection, demolition or removal of buildings or structures, or classes of buildings or structures within the heritage conservation district study area;

NOW THEREFORE THE COUNCIL OF THE CITY OF HAMILTON ENACTS AS FOLLOWS:

1. The area identified in Schedule "A" attached hereto (the Melville Street Heritage Conservation District Study Area) is designated as a heritage conservation district study area for a period of one year from the date of enactment of this By-law.
2. The City shall undertake a heritage conservation district study of the Melville Street Heritage Conservation District Study Area in accordance with the requirements of section 40(2) of the *Ontario Heritage Act*, for the purpose of examining the character and appearance of the area to determine if the area, or any part of the area should be preserved as a heritage conservation district and to make recommendations with respect to the content of a heritage conservation district plan.

3. The alteration of property and the erection, demolition or removal of buildings or structures within the heritage conservation study area is prohibited with the exception of the following permitted actions:
 - (a) an expansion of such legally existing buildings or structures, to a maximum of 25% of the existing gross floor area;
 - (b) a change to the interior of such legally existing buildings or structures;
 - (c) a change to the façade of such legally existing buildings or structures where that façade does not address a public street or highway;
 - (d) *the reconstruction or replacement of such legally existing buildings or structures which are totally or partially destroyed by fire, accident or natural disaster, provided the building or structure is reconstructed on its original site and the floor area and dimensions are not increased; and*
 - (e) the erection of a new accessory building or structure.
4. This By-law shall be in effect for a period of one year from the date of passage of this By-law.
5. The alteration of property and the erection, demolition or removal of buildings or structures as permitted under building permits issued before the passage of this By-law and located within the study area at 56 Melville Street, 136 Melville Street, 138 Melville Street, 172 Melville Street, 183 Melville Street and 188 Melville Street shall be exempt from this By-law.
6. The City Clerk is hereby authorized and directed:
 - (a) to cause a copy of this By-law to be served upon the owners of all of the properties within the Melville Street Heritage Conservation District Study Area and upon the Ontario Heritage Trust within 30 days of the passage of this By-law, by a method permitted by the *Ontario Heritage Act*; and
 - (b) to publish a notice of passing of this By-law in a newspaper having general circulation in the City of Hamilton.

PASSED this 28th day of September, 2022.

F. Eisenberger
Mayor

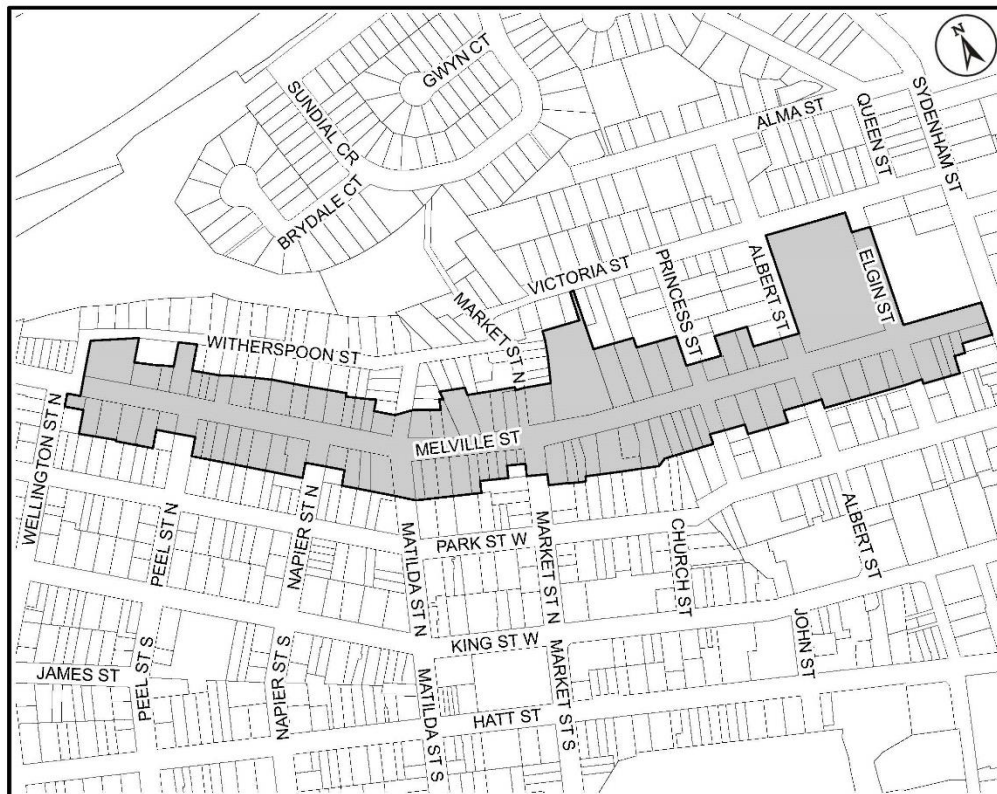
A. Holland
City Clerk

Schedule "A"

To

By-law No. 22-

Melville Street Heritage Conservation District Study Area



This is Schedule "A" to By-law No. 22-
 Passed the day of, 2022

 Mayor

 Clerk

Schedule "A"
Map forming Part of
By-law No. 22-_____

Subject Property
 Melville Street Heritage Conservation District Study Area (Dundas)

Scale: N.T.S	File Name/Number: Dundas HCD Study
Date: September 23, 2022	Planner/Technician: AG/AL
PLANNING AND ECONOMIC DEVELOPMENT DEPARTMENT	

